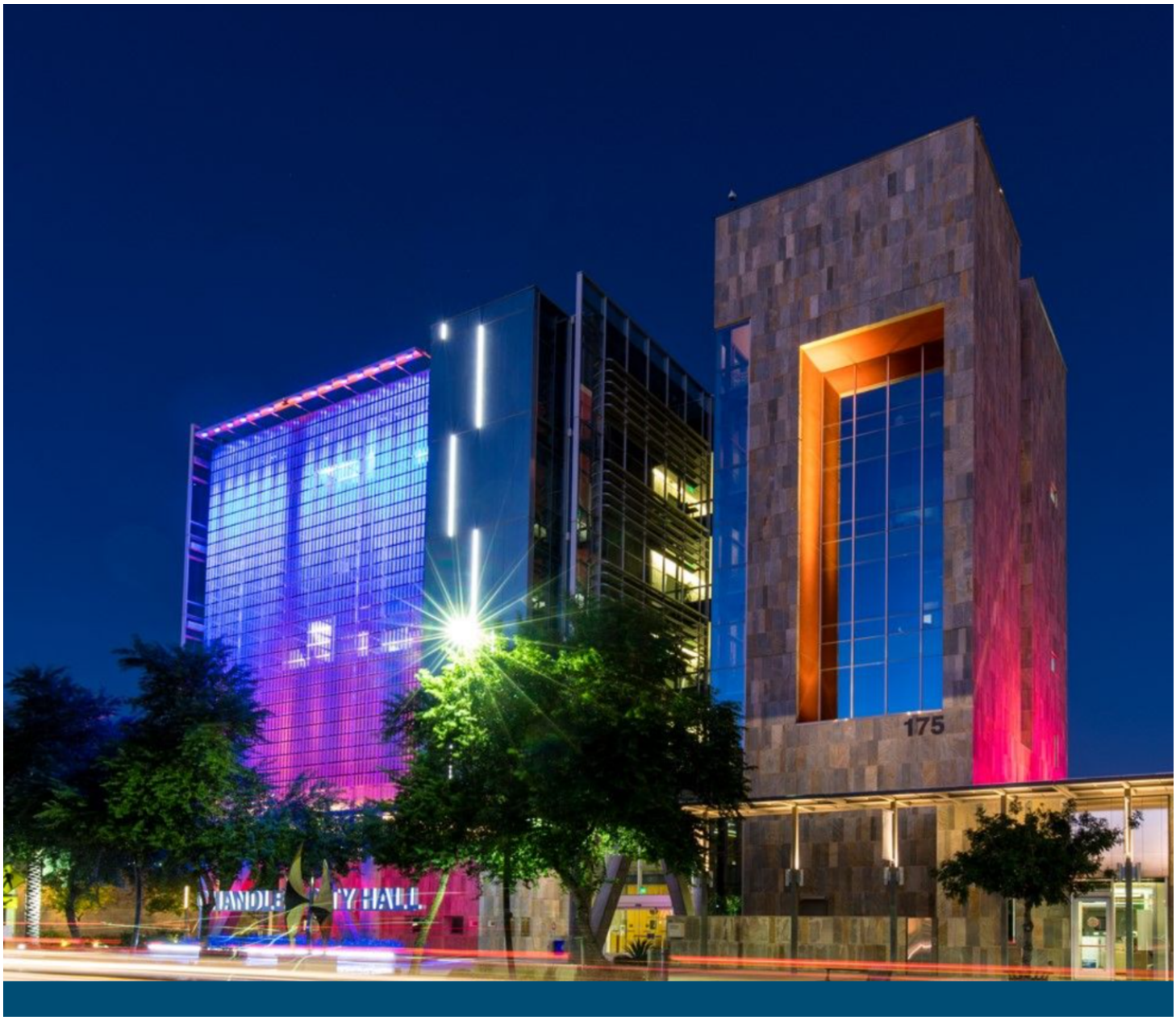


City Council Study Session

Monday, November 10, 2025
6:00 p.m.

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

CHANDLER
arizona
Community of Innovation



Back row
Councilmember Matt Orlando, Councilmember OD Harris, Councilmember Jane Poston, Councilmember Jennifer Hawkins

Front row
Vice Mayor Christine Ellis, Mayor Kevin Hartke, Councilmember Angel Encinas

Our Vision

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

Our Brand

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

Innovative Focus

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

Pursuant to Resolution No. 4464 of the City of Chandler and to A.R.S. 38-431.02, notice is hereby given to the members of the Chandler City Council and to the general public that the Chandler City Council will hold a STUDY SESSION open to the public on Monday, November 10, 2025, immediately following the Regular 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

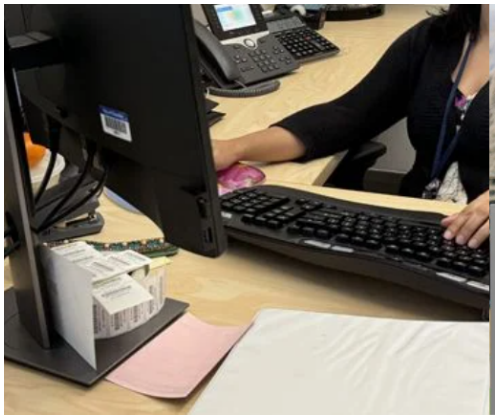
- Community Safety
- Neighborhoods
- Quality of Life
- Sustainability and Technology
- Connectivity
- Economic Vitality

Call to Order

Roll Call

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.







Budget and Policy

1. **Resolution No. 5946, Authorizing the Sale, Execution and Delivery of Excise Tax Revenue Obligations, Series 2026 Not to Exceed $205,000,000**

   Move City Council pass and adopt Resolution No. 5946, prepared by the City's special counsel firm of Greenberg Traurig, LLP, authorizing and providing for the sale, execution and delivery of not to exceed $205,000,000 of Excise Tax Revenue Obligations, Series 2026, and authorizing Authorized Representatives of the City to determine whether it is in the City's best interest to sell the Obligations in a competitive bid or through a negotiated sale.

Council Focus Area(s):

2. **Resolution No. 5947, Authorizing the Issuance and Sale of General Obligation Bonds, Series 2026 Not to Exceed $175,000,000**

   Move City Council pass and adopt Resolution No. 5947, prepared by the City's bond counsel firm of Greenberg Traurig, LLP, authorizing and providing for the issuance and sale of not to exceed $175,000,000 of General Obligation Bonds, Series 2026, and authorizing Authorized Representatives of the City to determine whether it is in the City's best interest to sell the Bonds in a competitive bid or through a negotiated sale.

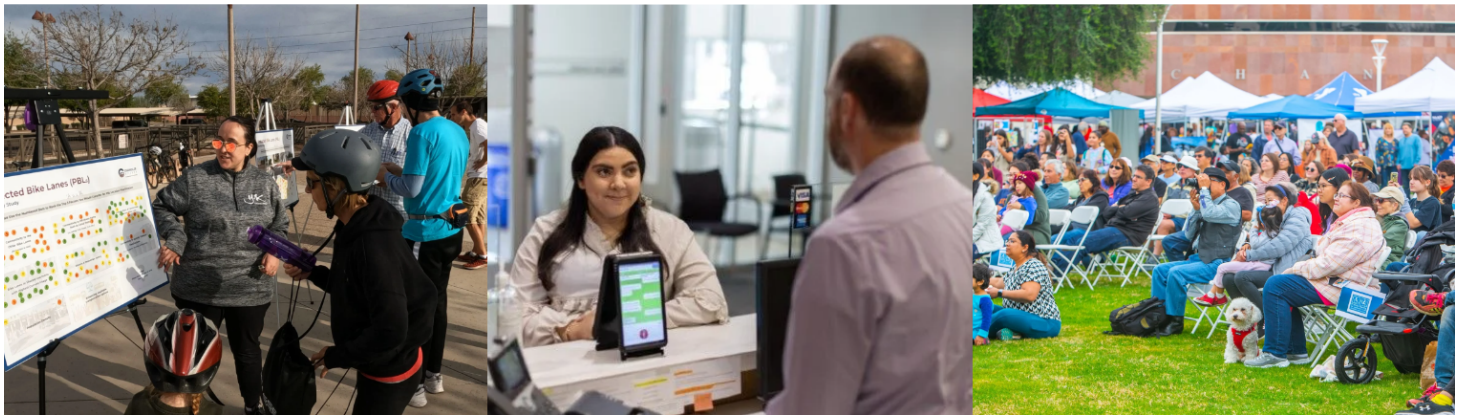
Council Focus Area(s):



City Clerk

3. **Boards and Commissions Member Appointments**

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



City Manager

4. **Resolution No. 5953 Approving an Agreement with the City of Tempe for Construction of the Kyrene Branch and Highline Canal Shared Use Path Project**

Move City Council pass and adopt Resolution No. 5953, approving an intergovernmental agreement with the City of Tempe for the construction of the Kyrene Branch and Highline Canal shared use path project.

Council Focus Area(s):

5. **Resolution No. 5955 Authorizing an Intergovernmental Agreement between the Regional Public Transportation Authority (RPTA) and the City of Chandler to Provide Fixed Route Bus, Paratransit and RideChoice Services**

Move City Council adopt Resolution No. 5955 authorizing an Intergovernmental Agreement (IGA) between the Regional Public Transportation Authority (RPTA) and the City of Chandler to provide Fixed Route Bus, Paratransit and RideChoice services in Fiscal Year 2025-26.

Council Focus Area(s):

6. **Resolution No. 5956, Authorizing the Submittal of an Awarded Pass-Through Gaming Tribal Revenue Sharing Grant Application to the Ak-Chin Indian Community from the Dignity Health Foundation**

Move City Council pass and adopt Resolution No. 5956 approving an Intergovernmental agreement between the Ak-Chin Indian Community and the City of Chandler for the distribution of a pass-through Indian gaming revenue sharing grant in the amount of $91,713.81 to Dignity Health Foundation-East Valley; and authorizing submission of a related pass-through awarded grant application to purchase four Point of Care Ultrasound (POCUS) units.

Council Focus Area(s):



Development Services

7. **Introduction and Tentative Adoption of Ordinance No. 5139, Rezoning and Preliminary Plat, PLH25-0034/ PLT23-0023 Tumbleweed Estates, 5.02-acre site Located at 1981 S Tumbleweed Lane, Generally Located 1/3-mile East and North of the Northeast Corner of Germann Road and Alma School Road**

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5139 approving PLH25-0034 Tumbleweed Estates, Rezoning from Agricultural District (AG-1) to Agricultural District/Planned Area Development (AG-1/PAD) to allow for the development of five (5) single-family residential lots ranging from 0.844 to 0.989 net acres, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat

Move City Council approve Preliminary Plat, PLT23-0023 Tumbleweed Estates, subject to the condition as recommended by Planning and Zoning Commission.

Council Focus Area(s):

8. **Introduction and Tentative Adoption of Ordinance No. 5140, Rezoning and Preliminary Development Plan, PLH25-0009 Cooper Road Medical and Retail Building, 0.64-acre Site Generally Located South of the Southwest Corner of Cooper Road and Chandler Boulevard**

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5140 approving PLH25-0009 Cooper Road Medical and Retail Building, Rezoning from Planned Area Development (PAD) for retail uses only to PAD for Community Commercial (C-2) uses, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan, PLH25-0009 Cooper Road Medical and Retail Building, for a new approximately 5,377 square-foot medical office and retail building, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s):

9. **Continue to the December 11, 2025 Regular Meeting Introduction and Tentative Adoption of Ordinance No. 5143, PLH24-0046 Price Road Innovation Campus, located at 3380 S. Price Road, southwest corner Price and Dobson Roads**

Move City Council continue this request to the December 11, 2025 Regular Meeting to rezone an approximately 40-acre site from Planned Area Development (PAD) to PAD for a data center (approximately 422,877 square feet and 85 feet high) in addition to knowledge-intensive uses, advanced business services and ancillary commercial with a Mid-Rise Overlay up to 90 feet and Preliminary Development Plan approval for site layout and building architecture.

Council Focus Area(s):

10. **Final Adoption of Ordinance No. 5141, City Code Amendment, PLH25-0024 Middle Housing Overlay District, amending Chapter 35 Land Use and Zoning pertaining to House Bill 2721**

Move City Council adopt Ordinance No. 5141, approving PLH25-0024 Middle Housing Overlay District, to allow for duplexes, triplexes, fourplexes, and townhomes on all lots zoned single-family residential within one mile of the Chandler's Central Business District, and at least twenty percent of any new development of more than ten contiguous acres as a permitted use.

Council Focus Area(s):

11. **Final Adoption of Ordinance No. 5142, City Code Amendment, PLH25-0025 Objective Design Standards, amending Chapter 35 Land Use and Zoning and Chapter 48 Subdivisions pertaining to state-mandated requirements contained in House Bill 2447**

Move City Council adopt Ordinance No. 5142, approving PLH25-0025 Objective Design Standards, relating to the state-mandated requirements contained in House Bill 2447, requiring cities to authorize administrative personnel to review and approve design review plans and plats based on objective standards, without requiring a public hearing.

Council Focus Area(s):



Facilities and Fleet

12. **Purchase of Main Electrical Switchgear Equipment for Center for the Arts**

Move City Council approve the purchase of switchgear equipment, from Siemens Industry Inc., utilizing the Sourcewell Contract No. 030421-SIE, in an amount not to exceed $523,595.12.

Council Focus Area(s):



Fire Department

13. **Purchase of Automotive Parts and Service**

Move City Council approve the purchase of automotive parts and service, from Freightliner of Arizona, dba Velocity Truck Centers, utilizing the Maricopa County Contract No. 250106-C, in an amount not to exceed $150,000.

Council Focus Area(s):



Information Technology

14. **Fleet Management System Annual Support and Maintenance**

Move City Council approve Agreement No. IT9-208-4034, Amendment No. 6, with CCG Systems, Inc., dba FASTER Asset Solutions, for the fleet management system, in an amount not to exceed $128,029, for a period of one year, beginning September 30, 2025, through September 29, 2026.

Council Focus Area(s):

15. **Purchase of Microsoft Server Licensing**

Move City Council approve the purchase of Microsoft server licensing, from CDW-G, utilizing the Sourcewell Contract No. 121923, in an amount not to exceed $167,201.

Council Focus Area(s):

16. **Purchase of Microsoft Unified Support**

Move City Council approve the sole source purchase of Microsoft Unified Support, from Microsoft, in an amount not to exceed $164,510, for the period of one year, beginning February 1, 2026, through January 31, 2027.

Council Focus Area(s):

17. **Purchase of Cisco Smartnet Support and Maintenance**

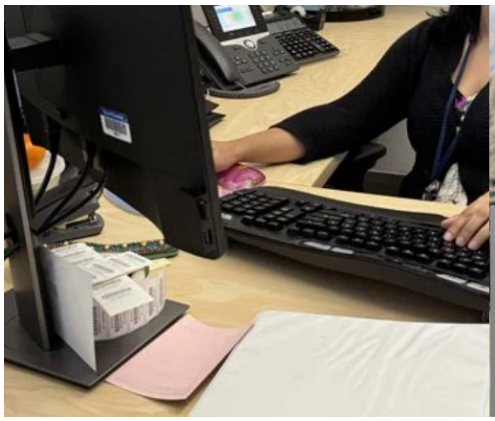
Move City Council approve the purchase of Cisco Smartnet support and maintenance, from Sentinel Technologies, Inc., utilizing the 1GPA Contract No. 22-02PV-18, in the amount of $309,654.

Council Focus Area(s):

18. **Purchase of Palo Alto Firewall Subscriptions and Support**

Move City Council approve the purchase of Palo Alto firewall subscriptions and support, from Sentinel Technologies, Inc., utilizing the 1GPA Contract No. 22-02PV-18, in the amount of $204,528.

Council Focus Area(s):







Management Services

19. **Agreement for Traffic Signs and Related Items**

Move City Council approve Agreement No. WH4-801-4646, Amendment No. 2, for traffic signs and related items, with Interwest Safety Supply, LLC, in an amount not to exceed $150,000, for the period of November 1, 2025, through October 31, 2026.

Council Focus Area(s): 

20. **New License Series 6, Bar Liquor License Application for Jeffrey Craig Miller, Agent, The Trophy Bar Ocotillo, LLC, DBA Trophy Sports+Cars+Spirits**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 357450, a Series 6, Bar Liquor License, for Jeffrey Craig Miller, Agent, The Trophy Bar Ocotillo, LLC, DBA Trophy Sports+Cars+Spirits, located at 2551 W. Queen Creek Road, Suite 4, and approval of the City of Chandler, Series 6, Bar Liquor License No. 304919.

Council Focus Area(s): 

21. **License Series 12, Restaurant Liquor License Application for Andrea Dahlman Lewkowitz, Agent, Taco Chandler, LLC, DBA Calitacos**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 361304, a Series 12, Restaurant Liquor License, for Andrea Dahlman Lewkowitz, Agent, Taco Chandler, LLC, DBA Calitacos, located at 225 W. Warner Road, Suite 1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 310590.

Council Focus Area(s): 

22. **License Series 6, Bar Liquor License Application for Jared Michael Repinski, Agent, Legally Buzzed, LLC, DBA Fibber Magees**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 360430, a Series 6, Bar Liquor License, for Jared Michael Repinski, Agent, Legally Buzzed, LLC, DBA Fibber Magees, located at 1989 W. Elliot Road, Suite 19, and approval of the City of Chandler, Series 6, Bar Liquor License No. 310506.

Council Focus Area(s): 



Police Department

23. **Resolution No. 5943 for the ADOT Data Access/Exchange Agreement**

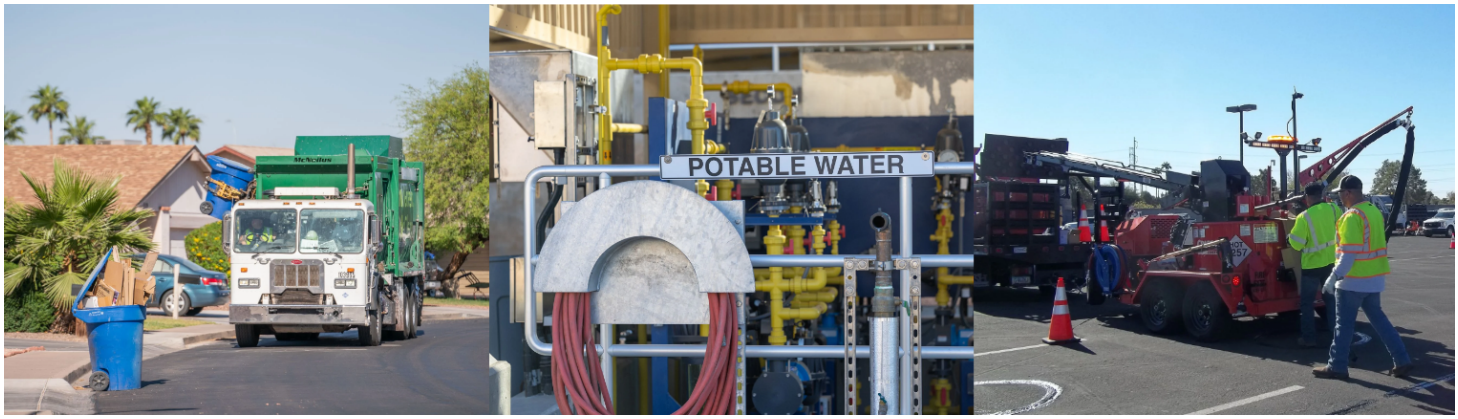
Move City Council pass and adopt Resolution No. 5943, authorizing and approving the ADOT Data Access/Exchange Agreement for an additional five-year term through November 6, 2030.

Council Focus Area(s):

24. **Purchase of Call Handling Equipment for 9-1-1 Backup Center**

Move City Council approve the purchase of 9-1-1 call-handling equipment, utilizing the State of Arizona Contract No. CTR055782, with AT&T Corp., in an amount not to exceed $141,724.82.

Council Focus Area(s):



Public Works and Utilities

25. **Introduction and Tentative Adoption of Ordinance No. 5137, Approving the Abandonment of a Retention Basin Easement Located at the Northeast Corner of Arizona Avenue and Riggs Road**

Move City Council introduce and tentatively adopt Ordinance No. 5137 approving the abandonment of a retention basin easement located at the northeast corner of Arizona Avenue and Riggs Road that is no longer needed for public use.

Council Focus Area(s):  

26. **Resolution No. 5927, Authorization of the Acquisition of Real Property Required for the Alma School Road Improvement Project from Germann Road to Queen Creek Road**

Move City Council pass and adopt Resolution No. 5927 authorizing the acquisition of real property in fee or by easement required for the Alma School Road Improvement Project from Germann Road to Queen Creek Road ST2309; authorizing the city's real estate administrator to sign, on behalf of the city, the purchase agreements and any other documents necessary to facilitate these acquisitions; authorizing eminent domain proceedings as needed to acquire said real property and obtain immediate possession thereof; and approving relocation services as may be needed and required by law.

Council Focus Area(s): 

27. **Resolution No. 5951 to Extend and Amend Water Conservation Rebate Programs**

Move City Council pass and adopt Resolution No. 5951 authorizing the City Manager to extend and amend three water conservation rebate programs; and further authorizing the City Manager to amend a grant agreement with the Water Infrastructure Finance Authority (WIFA).

Council Focus Area(s): 

28. **Resolution No. 5959, Approving a Sustainable Water Service Agreement with Digital 2121 Realty South Price, LLC**

Move City Council pass and adopt Resolution No. 5959, approving a Sustainable Water Service Agreement between Digital 2121 South Price, LLC, a Delaware Limited Liability Company, and the City of Chandler allocating Tier II and Tier III water for a data center located at 2121 S Price Road.

Council Focus Area(s): 

29. **Construction Services Agreement with Salt River Project, for the Lindsay Road Improvements, Ocotillo Road to Hunt Highway, Underground Conversion of Electric Distribution Lines**

Move City Council award Construction Services Agreement No. ST2001.512, Salt River Project (SRP) Contract No. 4225674, with SRP, for the Lindsay Road Improvements, Ocotillo Road to Hunt Highway, Underground Conversion of Electric Distribution Lines, in an amount not to exceed $664,944.12.

Council Focus Area(s): 

Public Hearing

30. **Public Hearing for Annexation ANX25-0004 of Approximately 32.02 acres at the Southeast Corner of Appleby Road and the Union Pacific Railroad including Certain Union Pacific Rights-of-Way**

1. Open Public Hearing
2. Staff Presentation
3. Council Discussion
4. Discussion from the Audience
5. Close Public Hearing

Council Focus Area(s): 

31. **Public Hearing for Annexation ANX24-0004 of Approximately 18.64 Net Acres South of the Southwest Corner of Ocotillo Road and Basha Road**

1. Open Public Hearing
2. Staff Presentation
3. Council Discussion
4. Discussion from the Audience
5. Close Public Hearing

Council Focus Area(s): 

Discussion

32. **City Relief Measures Related to the Federal Government Shutdown, as Requested by Councilmember OD Harris**

Informational

33. **Claims Report for the Quarter Ended September 30, 2025**

34. **Contracts and Agreements Administratively Approved, Month of October 2025**

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

Adjourn

CHANDLER arizona
Community of Innovation

City Council Memorandum **Budget Memo No.** 26-024

Date: November 10, 2025
To: Mayor and Council
Thru: John M. Pombier, Acting City Manager
Dawn Lang, Deputy City Manager | CFO
From: Matthew Dunbar, Budget and Policy Director
Subject: Resolution No. 5946, Authorizing the Sale, Execution and Delivery of Excise Tax Revenue Obligations, Series 2026 Not to Exceed $205,000,000

Proposed Motion:

Move City Council pass and adopt Resolution No. 5946, prepared by the City's special counsel firm of Greenberg Traurig, LLP, authorizing and providing for the sale, execution and delivery of not to exceed $205,000,000 of Excise Tax Revenue Obligations, Series 2026, and authorizing Authorized Representatives of the City to determine whether it is in the City's best interest to sell the Obligations in a competitive bid or through a negotiated sale.

Background:

Each year the City's Capital Improvement Plan (CIP) is reviewed and updated based on community needs and available funding. Debt financing was planned for certain capital projects related to Water, Wastewater and Reclaimed Water projects. The City works directly with the City's bond counsel firm of Greenberg Traurig, LLP, as well as the City's Financial Advisor, Piper Sandler, & Co., to prepare the attached resolution and draft documents.

Discussion:

The resolution approves related legal and financial documents, including the Purchase Agreement, Trust Agreement, Continuing Disclosure Agreement, and Official Statement. Adoption ensures compliance with federal securities regulations and provides flexibility for execution and delivery of the obligations.

Major projects using the funds include Water Treatment Plant Improvements, Water Main Replacements, Water Production Facility Improvements, Sewer Assessment and Rehabilitation, Water Reclamation Facility Improvements, and the Santan Feeway Redundant 66 Inch Sewer Line.

Financial Implications:

The ETROs will be backed by the City's excise taxes, which include local sales tax, state shared revenues, franchise fees, licenses and permits and fines, and forfeitures. Although the ETROs first pledge is excise taxes, the debt service payments on the ETROs will be paid from water and wastewater operating funds generated from user fees (rates). The City's Excise Taxes are pledged to ensure payment of the debt in the unlikely situation that the water and wastewater revenues are insufficient to make those payments.

Attachments

Resolution 5946

Draft Preliminary Official Statement

Draft Trust Agreement

Draft Continuing Disclosure Agreement

Draft 2026 Purchase Agreement

RESOLUTION NO. 5946

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SERIES 2026 PURCHASE AGREEMENT, A SERIES 2026 TRUST AGREEMENT, A CONTINUING DISCLOSURE UNDERTAKING, AN OBLIGATION PURCHASE AGREEMENT AND OTHER NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS; APPROVING THE SALE AND EXECUTION AND DELIVERY OF EXCISE TAX REVENUE OBLIGATIONS, SERIES 2026, EVIDENCING A PROPORTIONATE INTEREST OF THE OWNERS THEREOF IN THE PURCHASE AGREEMENT; DELEGATING AUTHORITY TO AUTHORIZED REPRESENTATIVES OF THE CITY TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the Mayor and Council (the "City Council") of the City of Chandler, Arizona (the "City"), have determined to finance the construction, expansion and improvement of the water and wastewater systems of the City (the "Project"), by entering into a Series 2026 Purchase Agreement, to be dated as of the first day of the month of the dated date of the hereinafter described Obligations established as provided herein (the "Purchase Agreement"), with U.S. Bank Trust Company, National Association, a national banking association authorized to exercise corporate trust powers in the State of Arizona, as trustee (the "Trustee"); and

WHEREAS, in connection with the Purchase Agreement, the City Council has deemed it necessary and desirable to provide for the sale and execution and delivery of excise tax revenue obligations, as provided for by this resolution (the "Obligations"), evidencing proportionate interests of the owners of the Obligations in payments to be made by the City to the Trustee pursuant to the Series 2026 Trust Agreement, to be dated as of the first day of the month of the dated date of the Obligations (the "Trust Agreement"), between the Trustee and the City, such payments to be made pursuant to the Purchase Agreement; and

WHEREAS, the payments represented by the Obligations will be secured by amounts received under the Purchase Agreement pursuant to which the City will pledge revenues from Excise Taxes (as such term is defined in the Trust Agreement); and

WHEREAS, Piper Sandler & Co. will serve as the City's financial advisor (the "Financial Advisor") with respect to the issuance of the Obligations; and

WHEREAS, the City Council (i) may solicit sealed proposals for the purchase of the Obligations pursuant to a Notice Inviting Proposals For Purchase Of Obligations (the "Notice"), and (ii) may receive proposals from underwriting firms to serve in the capacity of the underwriter of the Obligations (the "Underwriter"), and the City Council hereby authorizes the Authorized Representatives (as defined herein), with the advice of the Financial Advisor, to determine whether

the Obligations will be sold pursuant to the Notice or sold by the Underwriter, in each case in accordance with the provisions of this resolution; and

WHEREAS, there have been presented to the City Council at the meeting at which this resolution is being adopted the proposed forms of: (1) the Purchase Agreement; (2) the Trust Agreement; (3) a Continuing Disclosure Undertaking, to be dated the date of delivery of the Obligations (the "Undertaking"), from the City necessary for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"); and (4) the Preliminary Official Statement, to be dated the date of the dissemination thereof (the "Preliminary Official Statement"), relating to the Obligations, which, as to be revised after the sale of the Obligations, shall constitute the Official Statement, to be dated the date of sale of the Obligations (the "Official Statement"), relating to the Obligations; and

WHEREAS, financing the costs of the Project pursuant to the Purchase Agreement is in furtherance of the purposes of the City and is in the public interest;

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

Section 1. Authorization and Terms.

(a) The execution and delivery of the Obligations by the Trustee is approved.

(b) The Mayor, any member of the City Council if the Mayor is unavailable, the City Manager, the Deputy City Manager/Chief Financial Officer of the City or the designees of any of them (collectively, the "Authorized Representatives") are each hereby authorized and directed to determine on behalf of the City, with the advice of the Financial Advisor: (1) the dated date of the Obligations and whether the Obligations will be sold in one or more series; (2) the total aggregate principal amount of the Obligations which are to be executed and delivered but not to exceed the aggregate principal amount of $205,000,000; (3) whether all or any portion of the Obligations will be sold on a taxable basis; (4) the dates on which interest on the Obligations is to be payable and the interest rates per annum the Obligations are to bear; (5) the dates the Obligations are to mature (but not later than July 1, 2045), the principal amounts to mature on such dates and the provisions for redemption thereof in advance of such dates; (6) whether the Obligations will be sold pursuant to the Notice or sold by the Underwriter, the entity to serve as Underwriter, if applicable, and the sales date, sales price and other sales terms of the Obligations (including for underwriter's compensation, original issue discount and original issue premium); and (7) the provision for credit enhancement, if any, for the Obligations; provided, however, that such determinations must result in a yield for federal income tax purposes with respect to the Obligations of not to exceed six percent (6.00%). The interest rates per annum each maturity of the Obligations are to bear and the dates for payment of such interest (the "interest payment dates") and the sales price at which the Obligations are to be sold shall be determined as prescribed (i) in the Notice if the Obligations are sold pursuant to the Notice, and (ii) in the hereinafter defined Purchase Contract if the Obligations are sold by the

Underwriter.

(c) The Authorized Representatives are further authorized to determine on behalf of the City, with the advice of the Financial Advisor, whether the purchase of an insurance policy securing payment of the Obligations would be advantageous to the City or the terms of the financing represented by the Obligations. The Authorized Representatives are authorized to negotiate with and secure, with proceeds of the Obligations or otherwise, such an insurance policy, from one or more institutions, the claims-paying ability of which are then assigned one of the two highest rating categories by a nationally recognized credit rating agency. The Authorized Representatives are authorized to execute and deliver any instruments or documents necessary in connection with the purchase of any such insurance policy, including those making provision for the repayment of amounts advanced by the institutions issuing such insurance policy.

(d) The form and other terms of the Obligations, including the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Trust Agreement and are approved.

Section 2. Acceptance of Proposals.

(a) Subject to the discretion delegated by Section 1(b) hereof, the Authorized Representatives are hereby authorized to prepare and finalize matters in the Notice including by making modifications, completions or changes of, or supplements to, the Notice and to determine how the Notice is to be disseminated, and the Obligations are hereby ordered to be offered for public sale by the City on the date and at the hour to be set forth in the Notice. The proposal of the purchaser of the Obligations pursuant to the Notice which results in the lowest true interest cost to the City with respect to the Obligations and, in all respects, complies with the terms of the Notice and this resolution, shall be accepted. Such acceptance shall be evidenced by the award pursuant to the Notice.

(b) Subject to the discretion delegated by Section 1(b) hereof, the Authorized Representatives are hereby authorized to accept a proposal of the Underwriter for the purchase of the Obligations which satisfies the terms and conditions of this resolution on behalf of the City, and the Obligations are hereby ordered to be sold to the Underwriter in accordance with the terms of an Obligation Purchase Agreement, to be dated the date of the sale of the Bonds (the "Purchase Contract"), in form and substance reasonably satisfactory to the Authorized Representatives, the Financial Advisor and Special Counsel. The Authorized Representatives are hereby authorized to execute and deliver the Purchase Contract, for and on behalf of the City, in a form satisfactory to the Authorized Representatives, the Financial Advisor and Greenberg Traurig, LLP, special counsel to the City with respect to the execution and delivery of the Obligations ("Special Counsel"), and such execution and delivery by the Authorized Representatives shall indicate the approval thereof on behalf of the City by the Authorized Representatives.

(c) The Authorized Representatives are hereby requested to cause the Obligations to be delivered to the purchaser of the Obligations pursuant to the Notice upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the sale provided in the Notice. The Authorized Representatives are hereby requested to cause the Obligations to be delivered to the Underwriter upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the sale provided in the Purchase Contract.

Section 3. Agreements. The forms, terms and provisions of the Purchase Agreement, the Trust Agreement and the Undertaking, in substantially the forms of such documents (including the Obligations and other exhibits thereto) presented at the meeting of the City Council at which this resolution is being adopted are hereby approved, with such final provisions, insertions, deletions and changes as determined as provided hereinabove, and shall be approved by the Authorized Representatives, the execution of each such document being conclusive evidence of such approval. The Mayor of the City or any other member of the City Council and, in the case of the Undertaking and the Purchase Contract, the Authorized Representatives, or the Clerk of the City, where applicable, are hereby authorized and directed, for and on behalf of the City, to execute and deliver and attest or approve the Purchase Agreement, the Trust Agreement, the Purchase Contract and the Undertaking, in each case as necessary and as applicable, and to take all action to carry out and comply with the terms of such documents.

Section 4. Official Statement.

(a) The preparation, distribution and use of the Preliminary Official Statement relating to the Obligations in substantially the form presented to the City Council at the meeting at which this resolution was adopted is in all respects hereby ratified, confirmed and approved, and the Authorized Representatives are hereby authorized to certify or otherwise represent that the Preliminary Official Statement, in original or revised form, is a "deemed final" official statement (except for permitted omissions) of the City as of a particular date for purposes of the Rule.

(b) The Authorized Representatives are authorized and direct to approve, on behalf of the City, and to execute and deliver, the final Official Statement in substantially the form of the Preliminary Official Statement, modified to reflect matters related to the sale of the Obligations, for distribution and use in connection with the offering and sale of the Obligations. The execution and delivery of such final Official Statement by the Authorized Representatives shall be conclusively deemed to evidence the approval of the status, form and contents thereof by the City Council.

Section 5. Trustee. The Trustee is requested to take any and all action necessary in connection with the execution and delivery of the Purchase Agreement and the Trust Agreement, the sale and execution and delivery of the Obligations and is further

authorized and directed to take such action as may be reasonable for the administration of the trusts so held by it.

Section 6. Purchase Agreement. The covenants and agreements contained in the Purchase Agreement as to the pledge of and the lien on revenues from Excise Taxes and the restriction on the issuance of further parity obligations secured by revenues from Excise Taxes are approved and confirmed.

Section 7. Authorization. The Authorized Representatives and other officers of the City, on behalf of the City, are authorized and directed, without further order of the City Council, to do all such acts and things and to execute and deliver all such certificates, proceedings, agreements and other documents as may be necessary or convenient to be executed and delivered on behalf of the City to evidence compliance with, or further the purposes of, all the terms and conditions of this resolution and the consummation of the transactions contemplated hereby and as may be necessary to carry out the terms and intent of this resolution.

Section 8. Ratification of Actions. All actions of the officers and agents of the City which conform to the purposes and intent of this resolution and which further the sale and execution and delivery of the Obligations as contemplated by this resolution, whether heretofore or hereafter taken, are ratified, confirmed and approved.

Section 9. Severability. If any section, paragraph, clause or phrase of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this resolution. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

[Remainder of page left blank intentionally.]

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 13th day of November, 2025.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5946 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 November, 2025 and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

This is a Preliminary Official Statement and the information contained herein is subject to change, amendment and completion without notice. These securities may not be sold, nor may an offer to buy be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. A definitive Official Statement with respect to these securities will be made available concurrently with their sale.

PRELIMINARY OFFICIAL STATEMENT DATED JANUARY ___, 2026

NEW ISSUE – BOOK-ENTRY-ONLY

RATINGS: **Fitch:** "___"
Moody's: "___"
S&P: "___"
See "RATINGS" herein

In the opinion of Greenberg Traurig, LLP, Phoenix, Arizona, Special Counsel, assuming the accuracy of certain representations and certifications and the continuing compliance with certain tax covenants, under existing statutes, regulations, rulings and court decisions, the portion of each installment payment made by the City pursuant to the Purchase Agreement and denominated as and comprising interest pursuant to the Purchase Agreement and received by the Owners of the Obligations (the "Interest Portion") will be excludable from gross income for federal income tax purposes. Further, the Interest Portion will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, but in the case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), on applicable corporations (as defined in Section 59(k) of the Code), the Interest Portion will not be excluded from the determination of adjusted financial statement income. See "TAX EXEMPTION" herein for a description of certain other federal tax consequences of ownership of the Obligations. Special Counsel is further of the opinion that the Interest Portion will be exempt from income taxation under the laws of the State of Arizona so long as the Interest Portion is excludable from gross income for federal income tax purposes.

$190,000,000*
CITY OF CHANDLER, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS, SERIES 2026

Dated: Date of Initial Delivery

Due: July 1, as shown on the inside front cover

The Excise Tax Revenue Obligations, Series 2026 (the "Obligations") will be executed and delivered (i) to finance the costs of construction, expansion and improvement of certain capital improvements to the water and wastewater systems of the City of Chandler, Arizona (the "City"), and (ii) to pay the costs relating to the execution and delivery of the Obligations.

Interest on the Obligations will accrue from the date of initial delivery thereof and be payable semiannually on each January 1 and July 1, commencing July 1, 2026* (each an "Interest Payment Date"). The Obligations will be dated the date of initial delivery and will be issuable as fully registered securities without coupons and will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), which will act as securities depository for the Obligations. Beneficial interests in the Obligations will be available to purchasers in amounts of $5,000 of principal due on a single maturity date and any integral multiple thereof only under the book-entry-only system maintained by DTC through brokers and dealers who are, or act through, DTC Participants (as defined herein). Purchasers will not receive physical certificates. So long as any purchaser is the beneficial owner of an Obligation, such purchaser must maintain an account with a broker or a dealer who is, or acts through, a DTC Participant to receive payment of principal and interest on such Obligations. See APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM."

The Obligations are subject to redemption prior to maturity as described under "THE OBLIGATIONS – Redemption Provisions" herein.*

The Obligations will be undivided, proportionate interests in the payments ("Payments") to be made by the City pursuant to a Series 2026 Purchase Agreement, dated as of January 1, 2026 (the "Purchase Agreement"), between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The Payments will be payable from and secured by a first lien on and pledge of, the City's Excise Taxes (as defined herein) on a parity with the City's pledge of such Excise Taxes made in connection with the Existing Parity Obligations and any Additional Parity Obligations that may be incurred on a parity as provided in the Purchase Agreement (together, the "Parity Obligations"). See "SECURITY AND SOURCES OF PAYMENT" herein.

THE OBLIGATIONS WILL BE SPECIAL, LIMITED, REVENUE OBLIGATIONS OF THE CITY AND WILL BE PAYABLE SOLELY FROM THE SOURCES DESCRIBED HEREIN. THE OBLIGATIONS WILL NOT BE GENERAL OBLIGATIONS OF THE CITY, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF AND THE FULL FAITH AND CREDIT OF THE CITY, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF WILL NOT BE PLEDGED FOR THE PAYMENT OF THE OBLIGATIONS.

See Maturity Schedule on Inside Front Cover Page

Proposals for the Obligations may be submitted solely as an electronic bid using the facilities of PARITY® up to and including the hour of 9:00 A.M., Mountain Standard Time ("MST"), on January 13, 2026*. See "NOTICE INVITING BIDS FOR THE PURCHASE OF OBLIGATIONS" for the Obligations herein.

The Obligations are offered when, as and if executed and delivered, subject to the approving opinion of Greenberg Traurig, LLP, Phoenix, Arizona, Special Counsel, as to validity and tax exemption. It is expected that the Obligations will be available for delivery through the facilities of DTC on or about January __, 2026*.

This cover page contains certain information with respect to the Obligations for quick reference only. It is not a summary of all material information with respect to the Obligations. Investors are advised to read this entire Official Statement to obtain information essential to the making of an informed investment decision with respect to the Obligations.

* Preliminary, subject to change.

$190,000,000*
CITY OF CHANDLER, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS,
SERIES 2025

MATURITY SCHEDULE*

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	CUSIP® No. 158855(a)
2026	$3,450,000			
2027	6,550,000			
2028	6,875,000			
2029	7,225,000			
2030	7,600,000			
2031	7,975,000			
2032	8,375,000			
2033	8,775,000			
2034	9,225,000			
2035	9,675,000			
2036	10,000,000			
2037	10,000,000			
2038	10,000,000			
2039	10,075,000			
2040	10,600,000			
2041	11,500,000			
2042	12,000,000			
2043	12,600,000			
2044	13,500,000			
2045	14,000,000			

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* Preliminary, subject to change.

CITY COUNCIL

Kevin Hartke, *Mayor*
Christine Ellis, *Vice Mayor*
Angel Encinas, *Councilmember*
OD Harris, *Councilmember*
Jennifer Hawkins, *Councilmember*
Matt Orlando, *Councilmember*
Jane Poston, *Councilmember*

CITY ADMINISTRATIVE OFFICERS

John M. Pombier, *Acting City Manager*
Tadd Wille, *Assistant City Manager*
Dawn Lang, *Deputy City Manager/CFO*
Ryan Peters, *Deputy City Manager*
Leah Powell, *Deputy City Manager*
Kelly Schwab, *City Attorney/Risk Manager*
Dana DeLong, *City Clerk*

SPECIAL COUNSEL

Greenberg Traurig, LLP
Phoenix, Arizona

FINANCIAL ADVISOR

Piper Sandler & Co.
Phoenix, Arizona

TRUSTEE, REGISTRAR AND PAYING AGENT

U.S. Bank Trust Company, National Association
Tempe, Arizona

REGARDING THIS OFFICIAL STATEMENT

This Official Statement, which includes the cover page, the inside front cover page and the appendices hereto, does not constitute an offering of any security other than the City of Chandler, Arizona (the "City") Excise Tax Revenue Obligations, Series 2026 (the "Obligations"), identified on the inside front cover page hereof. No person has been authorized by the City, to give any information or to make any representations other than as contained in this Official Statement, and if given or made, such other information or representation not so authorized should not be relied upon as having been given or made by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall be no sale of the Obligations by any person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale.

The information set forth in this Official Statement has been provided by the City, Maricopa County, the State of Arizona Department of Revenue and other sources which are considered to be reliable and customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the City or Piper Sandler & Co. (the "Financial Advisor"). The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No person, including any broker, dealer or salesman has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the City. All estimates and assumptions contained herein have been based on the latest information available and are believed to be reliable, but no representations are made that such estimates and assumptions are correct, will be realized or will be repeated in the future. The information and any expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or any other parties or matters described herein since the date thereof.

The issuance and sale of the Obligations will not be registered under the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Securities Act of Arizona in reliance upon exemptions provided under such acts for the issuance and sale of securities such as the Obligations. The Obligations will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission (the "SEC") nor any other federal, state or other government entity or agency will have passed upon the merits of the Obligations or the accuracy or adequacy of this Official Statement or approved the Obligations for sale.

The City will undertake to provide continuing disclosure with respect to the Obligations pursuant to Rule 15c2-12 of the SEC. See "CONTINUING SECONDARY MARKET DISCLOSURE" and APPENDIX F – "FORM OF CONTINUING DISCLOSURE UNDERTAKING" herein.

None of the City, the Financial Advisor or Special Counsel (as defined herein) are actuaries, nor have any of them performed any actuarial or other analysis of the City's unfunded liabilities under the Arizona State Retirement System, the Arizona Public Safety Personnel Retirement System or the Elected Officials Retirement Plan.

The information in APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM" has been furnished by The Depository Trust Company, and no representation has been made by the City, the Financial Advisor, Special Counsel or any of their counsel or agents, as to the accuracy or completeness of such information.

A wide variety of information, including financial information, concerning the City is available from publications and websites of the City and others. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded. No such information is a part of, or incorporated into, this Official Statement, except as expressly noted herein.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information of links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of Rule 15c2-12 of the SEC.

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$190,000,000[*]
CITY OF CHANDLER, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS,
SERIES 2026

NOTICE INVITING BIDS FOR THE PURCHASE OF OBLIGATIONS
(Electronic Bidding Only)

NOTICE IS HEREBY GIVEN that unconditional bids will be received to and including the hour of 9:00 a.m., Mountain Standard Time ("MST"), on January 13, 2026* by the City of Chandler, Arizona (the "City"), for the purchase of all, but not less than all, of the City's Excise Tax Revenue Obligations, Series 2026 in the principal amount of $190,000,000* (the "Obligations") as electronic bids using the facilities of PARITY® ("PARITY"). For purposes of the bids received through the electronic bid process, the time as maintained by PARITY shall constitute the official time.

The City reserves the right to cancel or reschedule the sale of the Obligations or alter the terms thereof upon notice given through PARITY at www.ipreo.com at any time prior to the time bids are to be received. If no legal bid or bids are received for the Obligations on said date (or such later date as is established as provided herein) at the time specified, bids will be received for the Obligations on such other date and at such other time as shall be designated through PARITY as soon as practicable. As an accommodation to the bidders, telephonic, telecopied or emailed notice of the postponement of the sale date or dates or of a change in the principal payment schedule will be given to any bidder who has requested such notice of the City's Financial Advisor, Piper Sandler & Co. (the "Financial Advisor"), Bill Davis (email: william.davis@psc.com; telephone: (602) 808-5428). Failure of any bidder to receive such telephonic, telecopied or emailed notice shall not affect the legality of the sale.

Any prospective purchaser that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY. The normal fee for the use of PARITY may be obtained from PARITY, and such fee will be the responsibility of those submitting bids. All bids must be submitted on the official bid form that resides on the PARITY system (the "Official Bid Form"), without alteration or interlineation. All electronic bids must be submitted by 9:00 a.m., MST, on January 13, 2026.* Subscription to i-Deal's BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. Representatives of the City will not confirm any subscription nor be responsible for the failure of any prospective purchaser to subscribe.

An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Obligations on the terms provided in this Notice Inviting Bids for the Purchase of Obligations (this "Notice") and shall be binding upon the bidder as if made by a signed, sealed proposal delivered to the City. Neither the City nor the Financial Advisor shall be responsible for any malfunction or mistake made by, or as a result of, the use of the facilities of PARITY, the use of such facilities being the sole risk of the bidder.

If any provisions of this Notice shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this Notice shall control. All electronic bids will be deemed to incorporate the provisions of this Notice and the Official Bid Form. Further information about PARITY, including any fee charged, may be obtained from IPREO at 1359 Broadway, 2nd Floor, New York, New York 10018, Attention: Customer Support (212) 849-5021 and from the following website: www.newissuehome.i-deal.com.

For information purposes only, bidders are requested to state in their electronic bid the "true interest cost" as described under "AWARD AND DELIVERY" herein.

OBLIGATIONS IN GENERAL

The Obligations will be dated the date of initial delivery. Interest on the Obligations will be payable semiannually on January 1 and July 1 of each year, commencing July 1, 2026.* The Obligations, when executed and delivered, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Obligations through its

[*] Preliminary, subject to change.

book-entry system. Purchases of beneficial ownership interests in the Obligations will be made in book-entry form in amounts of $5,000 of principal due on a specific maturity date, or any integral multiple thereof. Purchasers will not receive certificates representing their beneficial interests in the Obligations. The principal of and interest on the Obligations will be paid by U.S. Bank Trust Company, National Association, as the trustee for the Obligations (the "Trustee"), to Cede & Co., as long as Cede & Co. is the registered owner of the Obligations. Disbursement of such payments to the DTC Participants is the responsibility of DTC, and disbursement of such payments to the purchasers of beneficial ownership interests in the Obligations is the responsibility of DTC Participants and Indirect Participants, as more fully described in the preliminary official statement relating to the Obligations (the "Preliminary Official Statement").

Except as otherwise provided under "MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT" and "REDEMPTION PROVISIONS – Mandatory Redemption," the Obligations will mature (or be subject to mandatory redemption) on July 1 in each of the years and in the amounts as follows (the "Maturity Schedule"):

Date (July 1)	Principal Amount*
2026	$3,450,000
2027	6,550,000
2028	6,875,000
2029	7,225,000
2030	7,600,000
2031	7,975,000
2032	8,375,000
2033	8,775,000
2034	9,225,000
2035	9,675,000
2036	10,000,000
2037	10,000,000
2038	10,000,000
2039	10,075,000
2040	10,600,000
2041	11,500,000
2042	12,000,000
2043	12,600,000
2044	13,500,000
2045	14,000,000

As described below under the heading "REDEMPTION PROVISIONS – Mandatory Redemption," bidders may specify that the principal amount of Obligations scheduled to mature on or after July 1, 2036*, shall be combined into one or more term Obligations. Serial maturities converted to term Obligations, as specified, must bear the same rate of interest.

MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT

The preliminary aggregate principal amount of the Obligations and the preliminary principal amount of each annual principal payment for the Obligations as set forth in this Notice (collectively, the "Preliminary Amounts") may be revised before the receipt of electronic bids for their purchase (such revised amounts referred to collectively as the "Revised Amounts"). ANY SUCH REVISIONS WILL BE PUBLISHED ON PARITY NOT LATER THAN 5:00 P.M., MST, ON THE LAST BUSINESS DAY PRIOR TO THE DATE OF SALE. In the event that no such

* Preliminary, subject to change.

revisions are made, the Preliminary Amounts will constitute the Revised Amounts. Bidders shall submit bids based on the Revised Amounts, and the Revised Amounts will be used to compare bids and select the winning bidder.

The City reserves the right to change the aggregate principal amount of Obligations set forth in this Notice after determination of the winning bidder in an amount not to exceed **$18,000,000.00**.* Further, the City reserves the right to change the maturity schedule set forth in this Notice after determination of the winning bidder, by adjusting one or more principal maturities of the Obligations in increments of $5,000.

As promptly as reasonably possible after the bids are received, the City will notify the winning bidder, if and when an award is made. The initial reoffering prices (the "Initial Reoffering Prices"), among other things, will be used by the City to calculate the final principal amount of each annual principal payment for the Obligations (collectively, the "Final Amounts") to accommodate the objectives of the City. THE WINNING BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES PROPOSED OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE REVISED AMOUNTS. The dollar amount bid by such entity will be adjusted to reflect changes in the dollar amount of the underwriter's discount and the original issue discount/premium, if any, but will not change the compensation per $1,000 of aggregate par amount of Obligations from the compensation that would have been received based on the purchase price in the winning bid and the Initial Reoffering Prices. The Final Amounts will be communicated to such entity as soon as possible, but not later than 3:00 p.m. MST, on the date of the sale.

REDEMPTION PROVISIONS

Optional Redemption. The Obligations maturing before or on July 1, 2035*, will not be subject to redemption prior to their stated maturity dates. The Obligations maturing on or after July 1, 2036*, will be subject to redemption prior to their stated maturity dates, at the option of the City, in whole or in part in denominations of $5,000 or integral multiples thereof from maturities selected by the City, on July 1, 2035*, and on any date thereafter, at a redemption price equal to the principal amount of Obligations being redeemed plus accrued interest to the date fixed for redemption, without premium.

Mandatory Redemption. A bidder may specify that the principal amount of Obligations scheduled to mature on or after July 1, 2036*, shall be combined into one or more term Obligations maturing in the years as specified, which are subject to mandatory redemption, by lot, selected by the Trustee annually until payment at maturity in the principal amounts shown in the maturity schedule above at par and accrued interest to the date fixed for redemption, without premium. If so specified, then serial maturities converted into a single term Obligation must bear the same rate of interest.

Notice of Redemption. Not more than 60, nor less than 30, days before any redemption date, the Trustee will cause a notice of any such redemption to be provided to DTC as further described in the Preliminary Official Statement. Such notice may provide that the redemption is conditional upon moneys for payment of the redemption price being held in separate accounts by the Trustee.

USE OF FUNDS

The Obligations are being executed and delivered (i) to finance the costs of construction, expansion and improvement of certain capital improvements to the water and wastewater systems of the City, and (ii) to pay the costs relating to the execution and delivery of the Obligations.

SECURITY AND SOURCE OF PAYMENT

The Obligations will be special, limited, revenue obligations, taking the form of undivided, participating, proportionate interest in installment payments (the "Payments") to be made by the City pursuant to a Series 2026 Purchase Agreement, to be dated as of January 1, 2026* (the "Purchase Agreement"), between the City, as purchaser, and the Trustee, in its capacity as seller. The Obligations will be executed and delivered pursuant to a Series 2026 Trust Agreement, to be dated as of January 1, 2026* (the "Trust Agreement"), between the City and the Trustee. Certain of

* Preliminary, subject to change.

the Trustee's interests under the Purchase Agreement, including, without limitation, the right to receive and collect the Payments and the right to enforce the payment of the Payments, will be held by the Trustee for the benefit of the registered owners of the Obligations. Additional descriptions of the terms of the Purchase Agreement and the Trust Agreement are included in the Preliminary Official Statement, and copies of the full text of the Purchase Agreement and the Trust Agreement are available upon request from the Financial Advisor or the City as described herein.

The Payments will be payable from and secured by a first lien on and pledge of revenues from the City's Excise Taxes, on a parity with the payments required pursuant to certain Existing Parity Obligations (as more fully described in the Preliminary Official Statement) and any Additional Parity Obligations (as defined in the Trust Agreement) hereafter issued or incurred as provided in the Purchase Agreement.

"Excise Taxes" means all unrestricted excise, transaction, franchise, privilege and business taxes, state-shared sales and income taxes, fees for licenses and permits, and state revenue-sharing, now or hereafter validly imposed by the City or contributed, allocated and paid over to the City and not earmarked by the contributor for a contrary or inconsistent purpose. Excise Taxes include, without limitation, all fines and forfeitures. Revenues generated by the City from development impact fees will not be deemed Excise Taxes for the purposes of the Purchase Agreement and Trust Agreement. Revenues received by the City from vehicle license taxes charged by the State of Arizona will not be deemed Excise Taxes for purposes of the Purchase Agreement and the Trust Agreement. The City may impose taxes for restricted purposes the revenues from which will not be Excise Taxes and will not be pledged to the payment of the amounts due pursuant to the Purchase Agreement and the Trust Agreement.

The obligation of the City to make the Payments will be limited to payment from revenues from the City's Excise Taxes, and will in no circumstances constitute a general obligation or a pledge of the full faith and credit of the City, the State or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any ad valorem property taxes. So long as any amounts due under the Purchase Agreement remain unpaid or unprovided for, the City may not further encumber the revenues from Excise Taxes on a basis equal to the pledge for the Purchase Agreement unless certain requirements are satisfied. The City may not encumber revenues from Excise Taxes on a basis prior to the pledge for the Purchase Agreement.

BID DETAILS AND PARAMETERS

Form of Bids. Bids for the Obligations must be unconditional, and for not less than the entire offering of the Obligations. By submitting a bid, each bidder agrees to all of the terms and conditions of this Notice (including any amendments issued by the City through PARITY and i-Deal Prospectus). Bids must be submitted electronically PARITY. Bids may not be withdrawn or revised after the time that bids are due.

Interest Rates Bid. Interest on the Obligations is payable commencing on July 1, 2026**, and thereafter on January 1 and July 1 of each year. Interest is calculated on the basis of a 30-day month and 360-day year from the date of the Obligations. Bids may specify any number of interest rates in multiples of one-eighth of one percent (1/8 of 1 percent) or one-twentieth of one percent (1/20 of 1 percent). All Obligations of the same maturity must bear interest at the same rate and no Obligation shall bear interest at more than one rate. No rate of interest may exceed 5.00%. The highest rate bid shall not exceed the lowest rate bid by more than two percent (2.00%) per annum.

Premium and Discount. No bid will be considered for a price that is less than 100 percent of the aggregate par value of the Obligations.

ESTABLISHMENT OF ISSUE PRICE*

(a) The winning bidder shall assist the City in establishing the issue price of the Obligations and shall execute and deliver to the City on the date of issuance of the Obligations (the "Closing Date") an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Obligations, together with the supporting pricing wires or equivalent communications, substantially in the form attached as the Exhibit to this Notice, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City, the Financial Advisor, and Greenberg Traurig, LLP ("Special Counsel").

* Note: 10% test or hold-the-offering-price rule may apply if competitive sale requirements are not satisfied.
** Preliminary, subject to change.

(b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Obligations) will apply to the initial sale of the Obligations (the "competitive sale requirements") because:

(1) the City shall disseminate this Notice to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(2) all bidders shall have an equal opportunity to bid;

(3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(4) the City anticipates awarding the sale of the Obligations to the bidder who submits a firm offer in conformance with this Notice to purchase the Obligations at a price that produces the lowest true interest cost to the City, as set forth in this Notice under the heading "AWARD AND DELIVERY."

Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Obligations, as specified in the bid.

(c) In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of a maturity of the Obligations (the "10% test") is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Obligations as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the City if any maturity of the Obligations satisfies the 10% test as of the date and time of the award of the Obligations. The City shall promptly advise the winning bidder, at or before the time of award of the Obligations, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Obligations shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the Obligations. Bidders should prepare their bids on the assumption that some or all of the maturities of the Obligations will be subject to the hold-the-offering-price rule in order to establish the issue price of the Obligations.

(d) By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Obligations to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Obligations, that the underwriters will neither offer nor sell unsold Obligations of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the underwriters have sold at least 10% of that maturity of the Obligations to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Obligations to the public at a price that is no higher than the initial offering price to the public.

(e) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Obligations, the winning bidder agrees to promptly report to the City the prices at which the unsold Obligations of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Obligations of that maturity have been sold or (ii) the 10% test has been

satisfied as to the Obligations of that maturity, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Special Counsel.

(f) The City acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Obligations, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Obligations to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Obligations, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Obligations to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Obligations, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Obligations, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Obligations.

(g) By submitting a bid, each bidder confirms that:

(1) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Obligations to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Obligations of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Obligations of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% test has been satisfied as to the Obligations of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires,

(B) to promptly notify the winning bidder of any sales of Obligations that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Obligations to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(2) any agreement among underwriters or selling group agreement relating to the initial sale of the Obligations to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Obligations to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Obligations of each maturity allocated to it,

whether or not the Closing Date has occurred, until either all Obligations of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% test has been satisfied as to the Obligations of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

(h) Sales of any Obligations to any person that is a related party to an underwriter participating in the initial sale of the Obligations to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Notice. Further, for purposes of this Notice:

(1) "public" means any person other than an underwriter or a related party,

(2) "underwriter" means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Obligations to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Obligations to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Obligations to the public),

(3) a purchaser of any of the Obligations is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) at least 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) "sale date" means the date that the Obligations are awarded by the City to the winning bidder.

RIGHT OF REJECTION

The City Council of the City, the Deputy City Manager/Chief Financial Officer of the City or the designees of any of them reserve the right to reject any and all bids and to waive any irregularity or informality in any bid, except that the time for receiving bids shall be of the essence.

AWARD AND DELIVERY

Unless all bids are rejected or the receipt of bids is continued, the award of the Obligations will be made not later than 11:59 p.m., MST, on January 13, 2026[*]. The Obligations will be sold to the bidder submitting a bid in conformance with this Notice that produces the lowest true interest cost to the City, based on the bid price, the interest rates specified in the bid and the principal amounts identified in this Notice. The true interest cost will be the rate necessary, on a 30/360 basis and semiannual compounding, to discount the debt service payments from the payment dates to the date of the Obligations and to the price bid. The true interest cost calculations will be performed by Parity and the Financial Advisor, and the City will base its determination of the best bid solely on such calculations. (See "BID DETAILS AND PARAMETERS.") Delivery of the Obligations will be made to the purchaser through the facilities of DTC upon payment in federal or immediately available funds, at the offices of Special Counsel, or, at the purchaser's request and expense, at any other place mutually agreeable to both the City and the purchaser. The closing of the sale of the Obligations will be on or about January 28, 2026*, or on such other date as is mutually agreed upon.

[*] Preliminary, subject to change.

CANCELLATION

Pursuant to Arizona law, if within three years from the award of the contract for the purchase of the Obligations any person who was significantly involved in initiating, negotiating, securing, drafting or creating a contract for the purchase of the Obligations on behalf of the City becomes an employee or agent of the winning bidder in any capacity or a consultant to the winning bidder with respect to the contract for the purchase of the Obligations, the City may cancel the award of the contract without penalty or further obligation by the City and refuse to deliver the Obligations to the winning bidder. In addition to such cancellation, if such person becomes an employee or agent of such entity with respect to the contract for the purchase of the Obligations, the City may recoup any fees or commissions paid or due to the winning bidder with respect to the award to the winning bidder and the actual sale of the Obligations.

GOOD FAITH DEPOSIT

The winning bidder for the Obligations shall deliver a good faith deposit in the amount of $3,000,000 to the City, as instructed by the City. The good faith deposit must be paid by federal funds wire transfer delivered no later than twenty four (24) hours following the winning bidder's receipt of the verbal award. Wiring instructions will be provided to the winning bidder at the time of the verbal award. If not so received, the bid of the lowest bidder will be rejected and the City may direct the second lowest bidder to submit a Good Faith Deposit and thereafter may award the sale of the Obligations to the same. The good faith deposit will be retained by the City as security for the performance of the winning bidder and shall be applied to the purchase price of the Obligations upon delivery of the Obligations to the winning bidder. Pending delivery of the Obligations, the good faith deposit may be invested for the sole benefit of the City. If the Obligations are ready for delivery and the winning bidder fails or neglects to complete the purchase within 30 days following acceptance of its bid, the good faith deposit shall be retained by the City as reasonable liquidated damages, and not as a penalty.

Such retention will constitute a full release and discharge of all claims by the City against the winning bidder and, in that event, the City may call for additional bids. The City's actual damages may be higher or lower than the amount of such good faith deposit. Such amount constitutes a good faith estimate of the City's actual damages. Each bidder waives the right to claim that actual damages arising from such default are less than such amount.

LEGAL OPINION

The Obligations are sold with the understanding that the City will furnish the purchaser with the approving opinion of Special Counsel. Special Counsel has been retained by the City to render its opinion only upon the legality of the Obligations under Arizona law and as to tax matters with respect to the Interest Portion (as defined herein), the delivery of said opinion being a condition precedent to the delivery of the Obligations and the purchase thereof. (See "TAX EXEMPTION.") The fees of Special Counsel will be paid from proceeds of the sale of the Obligations. Except to the extent necessary to issue its approving opinion as to validity of the Obligations, Special Counsel has not been requested to examine or review, and has not examined or reviewed, any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the Obligations and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials. In submitting a bid for the Obligations, the bidder agrees to the representation of the City by Special Counsel. See "LEGAL MATTERS" in the Preliminary Official Statement and Appendix C – "Form of Approving Legal Opinion" to the Preliminary Official Statement.

TAX EXEMPTION

The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements which the City must continue to meet with respect to the Obligations after the execution and delivery thereof in order that the portion of each of the Payments made by the City pursuant to the Purchase Agreement and denominated as and comprising interest pursuant to the Purchase Agreement and received by the Owners of the Obligations (the "Interest Portion") not be included in gross income for federal income tax purposes. The failure by the City to meet these requirements may cause the Interest Portion to be included in gross income for federal income tax purposes retroactively to the date of execution and delivery of the Obligations. The City has covenanted in the Purchase Agreement to take the actions required by the Code in order to maintain the exclusion for federal income tax purposes of the Interest Portion.

In the opinion of Special Counsel to be rendered with respect to the Obligations on the date of execution and delivery of the Obligations, assuming the accuracy of certain representations and certifications of the City and continuing compliance by the City with the tax covenants referred to above, under existing statutes, regulations, rulings and court decisions, the Interest Portion will be excludable from gross income for federal income tax purposes, and will be exempt from Arizona income taxation so long as the Interest Portion is excludable from gross income for federal income tax purposes. The Interest Portion will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, but in the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), the Interest Portion will not be excluded from the determination of adjusted financial statement income.

Except as described above, Special Counsel will express no opinion regarding the federal income tax consequences resulting from the receipt or accrual of the Interest Portion, or the ownership or disposition of the Obligations. Prospective purchasers of the Obligations should be aware that the ownership of the Obligations may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Obligations or, in the case of a financial institution, that portion of an owner's interest expense allocable to interest on an Obligation; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the Interest Portion; (iii) the inclusion of the Interest Portion in the earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of the Interest Portion in passive investment income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; (v) the inclusion of the Interest Portion in the determination of the taxability of certain Social Security and Railroad Retirement benefits; (vi) net gain realized upon the sale or other disposition of property such as the Obligations generally must be taken into account when computing the Medicare tax with respect to net investment income or undistributed net investment income, as applicable, imposed on certain high income individuals and specified trusts and estates; and (vii) receipt of certain investment income, including the Interest Portion, is considered when determining qualification limits for obtaining the earned income credit provided by Section 32(a) of the Code. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Obligations. Prospective purchasers of the Obligations should consult their own tax advisors as to the impact of these and any other tax consequences.

See "TAX EXEMPTION" in the Preliminary Official Statement.

CERTIFICATES TO BE DELIVERED

In connection with the execution and delivery of the Obligations, representatives of the City will deliver a certificate certifying that no litigation is pending affecting the sale and execution and delivery of the Obligations, an arbitrage certificate covering expectations concerning the use of proceeds from the sale of the Obligations and related matters and a certificate regarding the accuracy of the hereinafter described final official statement for the Obligations.

CUSIP IDENTIFICATION NUMBERS

It is anticipated that CUSIP identification numbers will be printed on the Obligations; however, neither the failure to print CUSIP numbers on any Obligation nor any error with respect thereto will constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Obligations. The Financial Advisor will obtain CUSIP numbers. The charge of the CUSIP Service Bureau shall be paid by the City.

PRELIMINARY OFFICIAL STATEMENT DEEMED FINAL; DELIVERY OF OFFICIAL STATEMENT

The City deems the Preliminary Official Statement to be final as of its date, except for the omission of the offering prices or yields, the interest rates and any other terms or provisions required by the City to be specified in bids for the Obligations, and other terms of the Obligations depending on such matters. The winning bidder shall supply the Deputy City Manager/Chief Financial Officer of the City, within 24 hours after the award of the

Obligations, all necessary pricing information and any underwriter identification necessary to complete the final official statement to be used in connection with the sale of the Obligations.

Promptly after receiving such information, the City will prepare such final official statement in substantially the same form as the Preliminary Official Statement, subject to any amendments which the City believes should be made in such final official statement.

The City will provide the winning bidder with such final official statements within seven (7) business days of the award of the Obligations. Such final official statements will be provided to the winning bidder electronically. No hard copies of such final official statement will be provided to the winning bidder.

CONTINUING DISCLOSURE

The City, as the "obligated person" with respect to the Obligations, will covenant for the benefit of the owners of the Obligations to provide certain financial information and operating data relating to the City by not later than February 1 in each year commencing February 1, 2027 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices of Listed Events"). The Annual Reports and the Notices of Listed Events will be filed by the City through the Electronic Municipal Market Access System. These covenants will be made in order to assist the purchaser in complying with the Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"), and the form of the undertaking necessary pursuant to the Rule is included as Appendix F – "Form of Continuing Disclosure Undertaking" to the Preliminary Official Statement. A failure by the City to comply with these covenants, including due to failure to appropriate for such purposes, must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Obligations in the secondary market. See "CONTINUING SECONDARY MARKET DISCLOSURE" in the Preliminary Official Statement.

FURTHER INFORMATION

Further information, including copies of the Trust Agreement, the Purchase Agreement and the Preliminary Official Statement, may be obtained from the City of Chandler, Deputy City Manager/Chief Financial Officer at (480) 782-2255, or from Piper Sandler & Co., Financial Advisor to the City: Bill Davis (by telephone (602) 808-5428 or by email: william.davis@psc.com).

DATED: January __, 2026

/s/ _____
Dawn Lang, Deputy City Manager/Chief Financial Officer
City of Chandler, Arizona

EXHIBIT TO NOTICE

ISSUE PRICE CERTIFICATE

**$190,000,000*
CITY OF CHANDLER, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS, SERIES 2026**

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] ["([SHORT NAME OF UNDERWRITER]")] [(the "Representative")] [, on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the "Underwriting Group")] hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Obligations").

[Alternative 1-Competitive Sale Rule applies]

1. [***Reasonably Expected Initial Offering Price***.]

(a) As of the Sale Date, the reasonably expected initial offering prices of the Obligations to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Obligations used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Obligations. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Obligations.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Obligations.]

[Alternatives 2-4 are available choices if Alternative 1 does not apply] [Note that Alternative 3 [where two rules apply] involves portions of Sections 1, 2(a) and 2(b) and Alternative 4 involves portions of 2(a) and 2(b)]

[1. ***Sale of the Obligations***. **[Alternative 2 – All Maturities Use General Rule:** As of the date of this certificate, for each Maturity of the Obligations, the first price at which at least 10% of such Maturity of the Obligations was sold to the Public is the respective price listed in Schedule A.]**[Alternative 3 – Select Maturities Use General Rule:** ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Obligations was sold to the Public is the respective price listed in Schedule A.**]**

2. **[*Initial Offering Price of the [Obligations][Hold-the-Offering-Price Maturities]*]**.

(a) **[Alternative 4 – All Maturities Use Hold-the-Offering-Price Rule:** [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Obligations to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Obligations is attached to this certificate as Schedule B.**]** **[Alternative 3 – Select Maturities Use Hold-the-Offering-Price Rule:** [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Hold- the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Obligations is attached to this certificate as Schedule B.**]**

* Preliminary, subject to change.

(b) **[Alternative 4 – All Maturities use Hold-the-Offering-Price Rule:** As set forth in the Notice Inviting Bids for the Purchase of Obligations and bid award, [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Obligations, [it][they] would neither offer nor sell any of the Obligations of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Obligations at a price that is higher than the respective Initial Offering Price for that Maturity of the Obligations during the Holding Period.**] [Alternative 3 - Select Maturities Use Hold-the-Offering-Price Rule:** As set forth in the Notice Inviting Bids for the Purchase of Obligations and bid award, [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Obligations of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Obligations during the Holding Period.**]**

[2.][3.] ***Total Issue Price***. The total of the issue prices of all the Maturities is $.....

[2.][4.] ***Defined Terms***.

[(a) *General Rule Maturities* means those Maturities of the Obligations listed in Schedule A hereto as the "General Rule Maturities."**]**

[(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Obligations listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."**]**

[(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which the [SHORT NAME OF UNDERWRITER][the Underwriters] [has][have] sold at least 10% of such Hold-the- Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering- Price Maturity.]

(a) *Issuer* means the City of Chandler, Arizona.

(b) *Maturity* means the Obligations with the same credit and payment terms. The Obligations with different maturity dates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of the Obligations generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) The *Sale Date* of the Obligations is January 13, 2026.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Obligations to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Obligations to the Public (including a member of

a selling group or a party to a retail distribution agreement participating in the initial sale of the Obligations to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER/REPRESENTATIVE]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate Relating To Federal Tax Matters of the Issuer and with respect to compliance with the federal income tax rules affecting the Obligations, and by Greenberg Traurig, LLP, as Special Counsel, in connection with rendering its opinion that the portion of each installment payment made by the City and denominated as and comprising interest and received by the owners of the Obligations is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Obligations.

[UNDERWRITER/REPRESENTATIVE]

By:_____
Authorized Representative

Dated: [Closing Date]

SCHEDULE A
[EXPECTED OFFERING PRICES] [SALE PRICES]
(ATTACHED)

SCHEDULE B

[COPY OF UNDERWRITER'S BID] (ATTACHED)

PRELIMINARY OFFICIAL STATEMENT

$190,000,000*
CITY OF CHANDLER, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS, SERIES 2026

INTRODUCTORY STATEMENT

This Official Statement, which includes the cover page, the inside front cover page and the appendices hereto (this "Official Statement"), provides certain information concerning the Excise Tax Revenue Obligations, Series 2026 (the "Obligations"), to be executed and delivered in the aggregate principal amount of $190,000,000.* The Obligations will be undivided, participating, proportionate interests in installment payments (the "Payments") to be made by the City of Chandler, Arizona (the "City"), pursuant to a Series 2026 Purchase Agreement, to be dated as of January 1, 2026* (the "Purchase Agreement"), between the City, as purchaser, and U.S. Bank Trust Company, National Association, in its capacity as trustee (the "Trustee"). The Obligations will be executed and delivered pursuant to a Series 2025 Trust Agreement, to be dated as of December 1, 2025* (the "Trust Agreement"), between the City and the Trustee. Certain of the Trustee's interests under the Purchase Agreement, including, without limitation, the right to receive and collect the Payments and the right to enforce the payment of Payments, will be held by the Trustee for the benefit of the registered owners of the Obligations. See APPENDIX D – "SUMMARIES OF SELECT PROVISIONS OF PRINCIPAL DOCUMENTS" herein.

Concurrently with the issuance of the Obligations, the City expects to offer its $160,000,000* General Obligation Bonds, Series 2026 (the "Series 2026 GO Bonds"), pursuant to a separate official statement. The Obligations will not be secured by, or payable from, *ad valorem* taxes. See "STATEMENTS OF BONDS OUTSTANDING – Excise Tax Revenue Obligations Outstanding and to be Outstanding" in APPENDIX B – "CITY OF CHANDLER, ARIZONA – FINANCIAL DATA".

A brief description of the security for the Obligations and of the City are included in this Official Statement together with a summary of select provisions of the Purchase Agreement and the Trust Agreement. Such descriptions do not purport to be comprehensive or definitive. All references to the Purchase Agreement and the Trust Agreement are qualified in their entirety by reference to such documents, and references herein to the Obligations are qualified in their entirety by reference to the form thereof included in the Trust Agreement, copies of which are available for inspection at the designated corporate trust office of the Trustee.

All financial and other information presented in this Official Statement has been provided by the City from its records, except for information expressly attributed to other sources. The presentation of information, including tables of receipts from revenues, taxes and other sources, is intended to show recent historic information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience, as is shown by that financial and other information, will necessarily continue or be repeated in the future.

Reference to provisions of Arizona law, whether codified in the Arizona Revised Statutes (the "Arizona Revised Statutes" or "A.R.S."), or uncodified, or of the Arizona constitution (the "Arizona Constitution") or the Charter of the City (the "Charter") are references to those current provisions. Those provisions may be amended, repealed or supplemented.

As used in this Official Statement "debt service" means principal and interest on the obligations referred to, "County" means Maricopa County, Arizona, and "State" or "Arizona" means the State of Arizona. Initial capitals denote terms defined herein.

* Preliminary, subject to change.

THE OBLIGATIONS

General Provisions

The Obligations will be dated the date of their initial execution and delivery, and will bear interest payable semiannually on January 1 and July 1 of each year (each an "Interest Payment Date"), commencing on July 1, 2026*, until their maturity date or redemption dates, at the rates set forth on the inside front cover page of this Official Statement. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

Each Obligation will accrue interest from the Interest Payment Date next preceding the date of its execution, unless: (i) executed on an Interest Payment Date or after a Regular Record Date (as defined herein) but before the following Interest Payment Date, in which case interest accrues from such Interest Payment Date, (ii) executed on the date of initial delivery or prior to July 1, 2026*, in which case interest accrues from its dated date, or (iii) payment of interest is in default, in which case interest is payable from the last date to which interest has been paid or, if none, its dated date.

The Obligations are being executed and delivered (i) to finance the costs of construction, expansion and improvement of certain capital improvements to the water and wastewater systems of the City and (ii) to pay the costs relating to the execution and delivery of the Obligations.

The Obligations are available only in fully registered certificated form. As described in APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM," the Obligations, when executed and delivered, initially will be registered in the name of Cede & Co., as registered Owner and nominee of The Depository Trust Company ("DTC"). So long as DTC, or its nominee, Cede & Co., is registered Owner of all of the Obligations, all payments on the Obligations will be made directly to DTC in immediately available funds, by wire transfer on or before the date due.

So long as Cede & Co., is the registered Owner of the Obligations, as nominee for DTC, references herein to "Owners" or registered owners of the Obligations (other than under the caption "TAX EXEMPTION") shall mean Cede & Co., as aforesaid, and shall not mean the actual purchasers of beneficial interest in the Obligations (the "Beneficial Owners"). When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City or the Trustee to DTC only, as registered Owner. See APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM".

See "TAX EXEMPTION" for a discussion of the treatment of the Interest Portion (as defined herein) with respect to the Obligations for federal and State income tax purposes.

Redemption Provisions*

Optional Redemption of the Obligations. The Obligations maturing on or before July 1, 2035* are not subject to call for redemption prior to their stated maturity dates. The Obligations maturing on or after July 1, 2036* are subject to call for redemption prior to their stated maturity dates, at the option of the City, in whole or in part, on any date on or after July 1, 2035* at the redemption price of the principal amount being redeemed, plus accrued and unpaid interest, if any, to the date fixed for redemption, but without premium.

Selection of Obligations to be Redeemed

The Obligations will be redeemed only in principal amounts of $5,000 each or integral multiples thereof. The City will, at least 45 days prior to the redemption date, notify the Trustee of such redemption date and of the maturities of the Obligations and the principal amount of the Obligations of any such maturity to be redeemed on such date. For the purposes of any redemption of less than all of the Obligations of a single maturity, the particular Obligations or portions of the Obligations to be redeemed shall be selected through the procedures of DTC.

* Preliminary, subject to change.

Notice of Redemption; Effect of Redemption

The Trustee shall send notices of redemption only to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, the Trustee shall mail notice of redemption of any Obligations to the registered owner of the Obligation being redeemed at the address shown on the register maintained by the Trustee not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption. Such notice of redemption will state that if, on the specified redemption date, moneys for redemption of all the Obligations to be redeemed together with interest to the date of redemption, is held by the Trustee, then, from and after said date of redemption, interest with respect to the Obligations will cease to accrue and become payable and that if such moneys are not so held, the redemption will not occur. No defect affecting any Obligation, whether in the notice of redemption or the delivery thereof (including any failure to mail such notice), shall affect the validity of the redemption proceedings for any other Obligations.

The Trustee also agrees to send notice of any redemption to the Municipal Securities Rulemaking Board (the "MSRB"), currently through the MSRB's Electronic Municipal Market Access system ("EMMA"), in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

If the money or Defeasance Obligations (as defined in the Trust Agreement) for the redemption of all of the Obligations and portions thereof to be redeemed, together with interest accrued thereon to the redemption date, is held by the Trustee on the redemption date, so as to be available therefor on that date, then from and after the redemption date those Obligations and portions thereof to be redeemed shall cease to bear interest and no longer shall be considered to be Outstanding under the Trust Agreement. If those moneys shall not be so available on the redemption date, those Obligations and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption.

Registration, Transfer and Exchange

The Trustee will keep or cause to be kept sufficient books for the registration and transfer of the Obligations. In accordance with the Trust Agreement, the City and the Trustee may treat the registered owner of the Obligations as the absolute owner for all purposes.

Each Obligation will be transferable only upon the registration books for the Obligations by the registered owner thereof in person or by an attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee and duly executed by the registered owner or his duly authorized attorney. For every exchange or transfer of the Obligations, the City or the Trustee may make a charge sufficient to reimburse it for any tax, fee, governmental charge or cost incurred in connection with such exchange or transfer.

Upon surrender for transfer of any Obligation at the designated corporate trust office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney-in-fact duly authorized in writing, the Trustee will authenticate, date and deliver in the name of the transferee or transferees, a new fully-registered Obligation of the same series, maturity and interest rate and a like aggregate principal amount in authorized denominations. Any Obligation may be exchanged at the designated corporate trust office of the Trustee for an Obligation of the same series, maturity and interest rate and a like aggregate principal amount in authorized denominations.

The Trustee may, but will not be obligated to, exchange or register the transfer of any Obligation (i) if the Obligation is to be redeemed, in whole or in part, or (ii) during a period of fifteen (15) days preceding the giving of a notice of redemption.

SECURITY AND SOURCES OF PAYMENT

General

The Obligations are special, limited, revenue obligations, taking the form of undivided, participating, proportionate interests in the Payments. The obligation of the City to make the Payments will be limited to payment from revenues from Excise Taxes (as defined herein) and will in no circumstances constitute a general obligation or a pledge of the full faith and credit of the City, the State or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any ad valorem property taxes. Under the terms of the Trust Agreement, an irrevocable trust will be administered by the Trustee for the equal and proportionate benefit of the Owners of the Obligations, which trust includes: (1) all right, title and interest of the Trustee in the Purchase Agreement and the right to (a) make claim for, collect or receive all amounts payable or receivable thereunder, (b) bring actions and proceedings thereunder or for the enforcement of such rights, and (c) do any and all other things which the Trustee is entitled to do thereunder; (2) amounts on deposit from time to time in the funds created pursuant to the Trust Agreement; and (3) any and all other property of any kind hereafter conveyed as additional security for the Obligations.

See APPENDIX D – "SUMMARIES OF SELECT PROVISIONS OF PRINCIPAL DOCUMENTS."

Pledge

The Payments will be payable from and secured by a first lien on and pledge of revenues from Excise Taxes, on a parity with the payments due pursuant to the Agreement, dated as of December 1, 2015, executed and delivered by the City in connection with $43,235,000 outstanding principal amount of the City's Excise Tax Revenue Obligations, Series 2015, the Agreement, dated as of September 1, 2016, executed and delivered by the City in connection with $8,630,000 outstanding principal amount of the City's Excise Tax Revenue Refunding Obligations, Series 2016, the Agreement, dated as of December 1, 2017, executed and delivered by the City in connection with $28,550,000 outstanding principal amount of the City's Excise Tax Revenue Obligations, Series 2017, the Agreement, dated as of December 1, 2019, executed and delivered by the City in connection with $5,140,000 outstanding principal amount of the City's Excise Tax Revenue Obligations, Series 2019, the Agreement, dated as of December 1, 2021, executed and delivered by the City in connection with $75,915,000 outstanding principal amount of the City's Excise Tax Revenue Refunding Obligations, Taxable Series 2021, and the Series 2023 Purchase Agreement, dated as of December 1, 2023, executed and delivered in connection with $64,500,000 outstanding principal amount of the City's Excise Tax Revenue Obligations, Series 2023 (collectively, the "Existing Parity Obligations") and any Additional Parity Obligations (as defined in the Trust Agreement). (See APPENDIX B – CITY OF CHANDLER, ARIZONA – FINANCIAL DATA – Excise Tax Revenue Obligations Outstanding and to be Outstanding"). The major categories of revenues which comprise the Excise Taxes are discussed more fully below. See "EXCISE TAXES."

So long as any amounts due under the Purchase Agreement remain unpaid or unprovided for, the City may not further encumber the Excise Taxes on a basis equal to the pledge for the Purchase Agreement unless certain requirements are satisfied. See "Additional Parity Obligations; No Prior Lien Obligations" below.

The Payments to be paid by the City to the Trustee pursuant to the Purchase Agreement may be paid, at the option of the City, from the Water and Wastewater Funds (as defined herein) or from any other lawful source. Such revenues are **not** pledged to the Payments and, if commenced, such use of such revenues may be discontinued at any time by the City. Payment of the principal represented by the Obligations will not be secured by any interest in the capital improvements financed with the proceeds of the Obligations, and neither the Trustee nor the Owners of the Obligations have any claim or lien on such capital improvements or any part thereof.

THE PAYMENTS WILL NOT CONSTITUTE AN INDEBTEDNESS OR GENERAL OBLIGATION OF THE CITY NOR WILL THE CITY BE LIABLE FOR THE PAYMENTS FROM AD VALOREM PROPERTY TAXES. PURSUANT TO THE TRUST AGREEMENT, THE OBLIGATIONS WILL BE SPECIAL, LIMITED, REVENUE OBLIGATIONS, PAYABLE SOLELY FROM THE PAYMENTS MADE PURSUANT TO THE PURCHASE AGREEMENT. THE OBLIGATIONS WILL NOT BE GENERAL OBLIGATIONS OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF AND WILL NOT REPRESENT OR CONSTITUTE A DEBT OR A DIRECT OR INDIRECT PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY, THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF.

Covenant to Maintain Debt Service Coverage

To the extent permitted by applicable law, the City covenants and agrees that the Excise Taxes which it presently imposes will continue to be imposed in each fiscal year so that the amount of Excise Taxes, all within and for the next preceding fiscal year of the

City, shall be equal to at least three (3) times the Maximum Annual Debt Service (as defined in the Trust Agreement) payable thereunder, and under any Outstanding Parity Obligations, for the current fiscal year. The City further covenants and agrees that if such receipts for any such fiscal year shall not equal at least three (3) times such Maximum Annual Debt Service for such fiscal year, or if at any time it appears that the current fiscal year's receipts will not be sufficient to meet such requirements, the City will, to the extent permitted by applicable law, impose new exactions of the type of the excise taxes which will be part of the Excise Taxes or increase the rates for the excise taxes currently imposed fully sufficient at all times, after making allowance for contingencies and errors, in each fiscal year in order that (i) revenues from Excise Taxes will be sufficient to meet all such requirements and (ii) revenues from Excise Taxes will be reasonably calculated to attain the level as required by the first sentence of this paragraph. See "SCHEDULE OF DEBT SERVICE COVERAGE ON OBLIGATIONS AND PARITY OBLIGATIONS" herein.

Additional Parity Obligations

So long as any amounts due under the Purchase Agreement remain unpaid or unprovided for, no obligations may be incurred that would have a prior pledge of revenues from Excise Taxes to the Payments. Additional Parity Obligations may be incurred but only if revenues from Excise Taxes in the most recently completed fiscal year of the City have amounted to at least three (3) times the Maximum Annual Debt Service, including the Additional Parity Obligations proposed to be incurred. The calculation of Maximum Annual Debt Service is subject to certain adjustments as described below.

For purposes of calculating the Maximum Annual Debt Service with respect to any fiscal year in connection with the incurrence of Additional Parity Obligations, (1) the interest falling due during such fiscal year maybe be reduced to the extent that such interest is payable from the proceeds of the Additional Parity Obligations proposed to be incurred or other amounts set aside for such purposes at the time such Additional Parity Obligations are incurred, and (2) the principal (or mandatory sinking fund or installment purchase price or lease rental or similarly denoted principal payment obligation) payments or deposits required with respect to the Outstanding Parity Obligations during such period shall be computed on the assumption that no portion of such Parity Obligations shall cease to be Outstanding during such fiscal year except by reason of the application of such scheduled payments. Further, for purposes of the aforementioned calculation of Maximum Annual Debt Service, to the extent the interest on any Outstanding Parity Obligations or the Additional Parity Obligations proposed to be incurred is payable pursuant to a variable interest rate formula, the interest rate on such Parity Obligations for fiscal years when the actual interest rate on such Parity Obligations cannot yet be determined shall be assumed to be equal to the higher of: (a) the average annual interest rate on such Parity Obligations over the last five fiscal years or since the date of execution and delivery of such Parity Obligations if less than five years, or (b) if the terms of such Parity Obligations provide for conversion of the interest rate payable on such obligations to a fixed interest rate for the remainder of their term to maturity, an interest rate per annum determined in accordance with the provisions of such obligations as if the interest rate payable thereon were being converted to a fixed interest rate for the remainder of their term to maturity.

Reserve Fund; Funding Conditional

The Trust Agreement establishes a reserve fund (the "Reserve Fund"), to secure payment of the Obligations, but provides that no deposits need to be made into the Reserve Fund for the Obligations so long as the aggregate amount of revenues from Excise Taxes pledged and received by or on behalf of the City in the immediately preceding fiscal year is at least two (2) times the Maximum Annual Debt Service requirement for the current or any future fiscal year on all Outstanding Parity Obligations. If such revenues from Excise Taxes are less than two (2) times such Maximum Annual Debt Service requirement, the City shall, in addition to the other Payments required under the Purchase Agreement, pay to the Trustee for deposit into the Reserve Fund, on the first day of each month commencing the first month after the Excise Taxes actually received in such fiscal year are below the required amount, one thirty-sixth (1/36th) of such highest combined annual Debt Service in any fiscal year on the Outstanding Parity Obligations (the "Reserve Fund Requirement"), except for any Additional Parity Obligations for which a separate reserve fund is established or for which no reserve fund is required, until the amount in the Reserve Fund equals the Reserve Fund Requirement. In connection with determining whether the City is required to fund the Reserve Fund, the calculation of Maximum Annual Debt Service is subject to certain adjustments. See the last paragraph under "Additional Parity Obligations; No Prior Lien Obligations" above.

In lieu of, or in combination with, funding, the City may deliver a Reserve Fund Guaranty (as defined herein). "Reserve Fund Guaranty" means a letter of credit, surety bond, or similar arrangement representing the irrevocable obligation of a Reserve Fund guarantor to pay the amount stated in the Reserve Fund Guaranty. The Reserve Fund guarantor shall be rated "AA" or higher by the rating agencies rating the Obligations.

Junior Lien Obligations

Pursuant to the Purchase Agreement, the City may make pledge of and permit liens on the revenues from Excise Taxes on a basis subordinate to the Purchase Agreement. There are currently no such subordinate or junior lien obligations outstanding.

EXCISE TAXES

The revenues from Excise Taxes pledged as security for the Payments due pursuant to the Purchase Agreement to be applied to debt service on the Obligations include all unrestricted excise, transaction, franchise, privilege and business taxes, State-shared sales and income taxes, fees for licenses and permits, and State revenue sharing, now or hereafter validly imposed by the City or contributed, allocated and paid over to the City and not earmarked by the contributor for a contrary or inconsistent purpose ("Excise Taxes"). Excise Taxes include, without limitation, all fines and forfeitures. Revenues generated by the City from development impact fees will not be deemed Excise Taxes for the purpose of the Purchase Agreement and Trust Agreement. Revenues received by the City from vehicle license taxes charged by the State of Arizona will not be deemed Excise Taxes for the purposes of the Purchase Agreement and the Trust Agreement. The City may impose taxes for restricted purposes, the revenues from which will not be Excise Taxes thereunder and will not be pledged to the payment of the amounts due pursuant to the Purchase Agreement and Trust Agreement. Notwithstanding the pledge herein, the City intends to pay the Payments from the revenues available in the City's Water and Wastewater Funds, provided, however, that revenues in the City's Water and Wastewater Funds are not pledged as security for the Payments due pursuant to the Purchase Agreement.

NO ASSURANCES CAN BE GIVEN THAT THE AMOUNT OF STATE-SHARED SALES TAXES, STATE-SHARED INCOME TAXES, OR STATE REVENUE SHARING DESCRIBED HEREIN WILL NOT BE REDUCED, RESTRICTED OR ELIMINATED BY THE STATE LEGISLATURE IN THE FUTURE.

Legislation Regarding Withholding of State-Shared Revenues. Section 41-194.01, Arizona Revised Statutes, permits the State to withhold from a county, city or town ("Local Jurisdiction") State revenues that would otherwise be shared with Local Jurisdictions. Under such statute, at the request of one or more members of the State Legislature, the State Attorney General must investigate any ordinance, regulation, order or other official action ("Local Action") adopted or taken by the governing body of a Local Jurisdiction that the legislator alleges violates State law or the State Constitution. The Attorney General must make a written report within 30 days after receipt of the request. The Local Jurisdiction then has 30 days to resolve the violation. If the Attorney General determines that the violation has not been resolved within 30 days, the Attorney General must notify the State Treasurer and the State Treasurer must withhold payment to the Local Jurisdiction of State shared excise taxes otherwise due to the Local Jurisdiction pursuant to Section 42-5029(L), Arizona Revised Statutes and all State-shared income taxes otherwise due to the Local Jurisdiction pursuant to Section 43-206(F), Arizona Revised Statutes, until such time as the Attorney General determines that the violation has been resolved. However, the State Treasurer may not withhold any amount that the Local Jurisdiction certifies to the Attorney General and the State Treasurer as being necessary to make deposits or payments for debt service on bonds or other long-term obligations that were issued or incurred before the Local Action occurred.

The City is not aware of any Local Action by the City taken or currently under consideration that does or if taken would violate State law or the State Constitution. State-shared revenues are pledged to Payments due under the Purchase Agreement. The withholding of State-shared revenues could have a material adverse effect on the payment of principal of and interest on the Obligations during any period of withholding.

Section 42-17451, Arizona Revised Statutes (the "Refund Law"), provides that, beginning in tax year 2025, a property owner (i.e., the holder of fee title to the affected real property) may apply to the Arizona Department of Revenue ("ADOR") for a property tax refund for expenses incurred by the property owner if the city, town or county (the "Affected Entity") in which the property owner's real property is located fails to enforce certain public nuisance laws on or near the property owner's real property. The amount of the refund is equal to the documented expenses incurred by the property owner that were reasonably necessary to mitigate the effects of the failure to enforce such public nuisance laws but may not exceed the amount the property owner paid for the prior tax year in primary property taxes for the tax year to the Affected Entity. If the refund exceeds such amount, the property owner must apply to ADOR for the remaining portion of the refund the following and successive tax years, as needed.

Within 15 days after receipt of an application for a refund, ADOR will notify the Affected Entity. Within 30 days after receiving notice, the Affected Entity will accept or reject the refund and notify ADOR of that determination. If the refund is accepted by the Affected Entity or if the Affected Entity does not respond to ADOR within the 30-day period, ADOR will pay the refund to the property owner. If the Affected Entity rejects the refund, ADOR may not pay the refund and the property owner may file a cause of action in the superior court of the county in which the real property is located to challenge the rejection of the refund. In any such

cause of action, the Affected Entity will bear the burden of demonstrating that its actions are lawful or that the amount of the refund is unreasonable.

On the notice from ADOR, the State Treasurer will withhold from the distribution of State-shared sales taxes, a component of the Excise Taxes, to the Affected Entity the aggregate amount of refunds issued under the Refund Law. The State Treasurer will continue to withhold such State-shared sales taxes until the entire amount provided by ADOR has been withheld. Any monies withheld by the State Treasurer will be credited as reimbursement to ADOR for issuing refunds. Notwithstanding the foregoing, pursuant to the Refund Law, the State Treasurer may not withhold any payments for debt service on bonds or other long-term obligations of the Affected Entity that were issued or incurred before the refund was issued.

The City is not able to determine or predict what impact, if any, the Refund Law will have on the receipt of the City's State-shared revenues. State-shared revenues are a component of Excise Taxes pledged to the Payments due with respect to the Purchase Agreement. The withholding of State-shared sales taxes, a component of the Excise Taxes, could have a material adverse effect on the payment of principal of and interest on the Obligations during any period of withholding.

The State historically has made distributions of the State-shared revenues to all Arizona cities and towns, including the City. The State Legislature, could, however, at any time, alter the formula or reduce the amount or change the timing of distribution of the State-shared revenues to the City and is under no legal obligation to maintain the amount of the State-shared revenues distributed to the City at any amount or level.

Lack of City's Control Over State-Shared Sales Tax or State-Shared Income Tax Levels; Recent Legislative Changes. From time to time, bills are introduced in, and legislation enacted by, the Arizona Legislature to change the formulas used to allocate State-shared sales taxes and State-shared income taxes, including proposed adjustments that would reduce the distribution to cities and towns. See "State-Shared Sales Taxes" and "State-Shared Income Taxes." The possibility of changes in this respect are more likely to be adverse to the City when the State is experiencing financial difficulties. The City cannot determine whether any such measures will become law or how they might affect State-shared sales taxes and State-shared income taxes, which comprise State-shared revenues. In addition, initiative measures are circulated from time to time seeking to place on the ballot changes in Arizona law, which would repeal or modify State-shared sales taxes and State-shared income taxes (a major source of funds for State revenue sharing). The City cannot predict if any such initiative measures will ever actually be submitted to the electors, what form the measures might take or the outcome of any such election. It should be noted that no assurances can be given that the amount of State-shared sales taxes and State-shared income taxes will not be reduced or eliminated by the State Legislature in the future. The State Legislature may from time to time eliminate State-shared sales taxes and State-shared income taxes or may change the amount and timing of payment of State-shared sales taxes and State-shared income taxes and is under no legal obligation to maintain the amount of State-shared sales taxes and State-shared income taxes payable to the City at any amount or level. For example, addressing State budgetary deficiencies, adjustments that reduce the distribution of State-shared sales taxes could be enacted. Likewise, legislative reductions in State sales or income taxes generally could result in reductions in the amounts distributed to local governments, including the City. Further, the State Legislature may enact legislation which restricts the use of revenues received by the City from certain State-shared sales taxes or State-shared income taxes. Accordingly, the City is unable to covenant to maintain State-shared sales taxes or State-shared income taxes at any certain level.

City of Chandler
Excise Tax Collections
FY 2020-21 to FY 2025-26

	2020-21 *(a)*	2021-22 *(a)*	2022-23 *(a)*	2023-24 *(a)*	*2024-25 (b)*	Budgeted 2025-26 *(c)*
City Transaction Privilege (Sales) and Use Tax *(d)*	$155,638,444	$178,567,736	$205,020,881	$210,737,044	$204,965,247	$203,860,400
State-Shared Sales Tax	30,982,818	38,801,443	41,309,738	42,363,408	42,987,267	43,186,000
State-Shared Income Tax *(e)*	37,324,127	36,011,056	53,013,618	74,386,039	59,599,347	55,747,000
Franchise Fees	3,615,294	3,652,812	3,630,508	3,383,051	2,807,599	3,190,000
Licenses and Permits	6,835,817	7,086,928	8,742,071	5,095,759	13,818,609	7,710,300
Fines and Forfeitures	2,316,000	2,791,624	4,127,033	4,296,570	4,180,605	3,851,400
Totals	$236,712,500	$266,911,599	$315,843,849	$340,261,871	$328,358,674	$317,523,100

(a) Amounts are actual collections provided by the City's Budget Department (cash basis).

(b) Actual but unaudited.

(c) Budgeted figures are "forward-looking" statements, subject to change upon audit and should be considered with an abundance of caution.

(d) Includes City Transaction Privilege Sales Tax, Privilege Audit Assessments, Privilege License Fees and Privilege Tax Interest. Excludes Excise Tax Refunds from Government Property Lease Excise Tax program.

(e) Pursuant to State law, the State's four personal income tax rate categories were consolidated into a single flat rate of 2.5% over a three-year period beginning after December 31, 2021, which may result in a reduction in State-shared income taxes distributed to Arizona municipalities. See "EXCISE TAXES – State-Shared Income Taxes."

Source: City of Chandler Management Services Budget Department.

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City Transaction Privilege (Sales) and Use Taxes. The City collects a transaction privilege (sales) tax on a variety of categories of business activity. The City's transaction privilege (sales) tax is levied upon persons based on their business activities within the City. The amount of taxes are calculated by applying the tax rate against the gross proceeds of sales or gross income (less allowable deductions) derived from the business activities shown in the table below. Transaction privilege (sales) taxes are collected on a monthly basis.

City of Chandler
Transaction Privilege (Sales) Tax Rates by Category

Taxable Activities	Chandler Tax Rate	Taxable Activities	Chandler Tax Rate
Advertising	1.50%	Hotel/Motel (> 30 Days)	1.50%
Amusements	1.50%	Rentals – Real Property	
Construction Contracting (non MRRA)	1.50% of 65% of gross	Residential (b)	1.50%
		Commercial	1.50%
Jet Fuel Sales (and Use)	$0.02300/gallon	Tangible Personal Property Rentals	1.50%
Job Printing	1.50%	Car Rentals	1.50%
Manufactured Housing	1.50%	Restaurants/Bars	1.80%
Timber & Extraction	1.50%	Retail Sales	1.50%
Marijuana (Medical)	1.50%	Telecommunications	2.75%
Marijuana (Adult Use)	1.50%	Transportation for Hire	1.50%
Mining	0.10%	Utilities	2.75%
Publishing	1.50%	Use Tax	1.50%
Hotel/Motel (≤ 30 Days) (a)	4.40% (1.50% + 2.90%)		

(a) The City levies and additional 2.90% transient lodging tax on any hotel, motel, apartment or individual charging for lodging space to any person for less than 30 consecutive days. This tax is restricted by State law to use for promotion of tourism. Such amounts are not part of the revenues from Excise Taxes pledged to payment of the Payments.

(b) Chapter 204, Laws of Arizona 2023 (commonly referred to by its original bill number "SB 1131"), eliminates the ability of Arizona municipalities to levy a transaction privilege tax on the business of renting or leasing real property for residential purposes from and after December 31, 2024. The City anticipates a reduction in revenues from Excise Taxes relating to the elimination of this transaction privilege tax for Fiscal Year 2024-25.

Source: Arizona Department of Revenue.

State-Shared Sales Taxes. Pursuant to statutory formula, cities and towns in Arizona receive a portion of the State-levied transaction privilege (sales) tax. The State transaction privilege (sales) tax is levied against the same categories of business activity as the City's transaction privilege (sales) tax, with a few exceptions, the largest of which being sales of food for home consumption and residential rental receipts, both of which the State exempts from tax. As the table below indicates, the rate of taxation varies among the different types of business activities taxed, with the most common rate being 5% of the amount or volume of business transacted.

Under State law, currently, the aggregate amount distributed to all Arizona cities and towns is equal to 25% of the "distribution share" of revenues attributable to each category of taxable activity. The allocation to each city and town of the revenues available to all cities and towns is based on their population relative to the aggregate population of all cities and towns as shown by the mid-decade census. State-levied transaction privilege (sales) taxes are collected by the State and are distributed monthly to cities and towns.

As noted above, the distribution of State-shared sales taxes is set forth in Arizona law. As such, these statutory provisions may be modified, by State legislative enactment or by an initiative measure enacted by the voters of the State, to eliminate or alter the distribution amount of State-shared sales taxes.

In addressing State budgetary deficiencies, the Governor and members of the State legislature have occasionally proposed certain adjustments that would reduce the distribution of State-shared sales taxes to cities and towns. The City cannot determine whether such measures will become law or how they might affect the City's receipt of State-shared sales taxes.

STATE SALES TAX
Taxable Activities, Tax Rates and Distribution Share

Taxable Activities	State Tax Rate	Education Tax Rate *(a)*	Distribution Share
Transporting	5.000%	0.600%	20.000%
Utilities	5.000%	0.600%	20.000%
Telecommunications	5.000%	0.600%	20.000%
Pipeline	5.000%	0.600%	20.000%
Private car line	5.000%	0.600%	20.000%
Publication	5.000%	0.600%	20.000%
Job printing	5.000%	0.600%	20.000%
Prime contracting	5.000%	0.600%	20.000%
Owner builder sales	5.000%	0.600%	20.000%
Amusement	5.000%	0.600%	40.000%
Restaurant	5.000%	0.600%	40.000%
Personal property rental	5.000%	0.600%	40.000%
Retail (excluding food sales)	5.000%	0.600%	40.000%
Transient lodging	5.500%	N/A	50.000%
Mining - non-metal, oil/gas	3.125%	N/A	32.000%
Commercial lease	0.000%	N/A	53.330%
Severance - metalliferous mining	2.500%	N/A	80.000%
Use tax utilities	5.000%	0.600%	20.000%
Jet fuel use tax	*(b)*	N/A	40.000%

(a) Represents the State transaction privilege (sales) tax rate approved by voters of the State in November 2000 (the "Education Tax") on certain of the categories of business activity at six-tenths of one percent (0.6%). The Education Tax collections are dedicated exclusively to education and are not distributed to the City or pledged to the payment of debt service with respect to the Obligations. The effective dates for the Education Tax are June 1, 2001 through June 30, 2041.

(b) Does not include a State tax of $0.0305 per gallon levied on the retail sale of jet fuel, which tax is only levied on the first ten million gallons sold to each purchaser in each calendar year.

Source: Arizona Department of Revenue.

State-Shared Income Taxes. Under current State law, Arizona cities and towns are preempted by the State from imposing a local income tax. Cities and towns are, however, entitled by statutory formula to receive a percentage of State personal and corporate income tax collections. Distribution of such funds is made monthly based on the proportion of each city's or town's population to the total population of all incorporated cities and towns in the State as determined by the latest census.

The State legislature has at various times adjusted the distribution percentage. Most recently, the percentage of State-shared income taxes received by cities and towns was 15.0%. As part of the State's Fiscal Year 2021-22 budget, on June 30, 2021, the then-Governor signed Senate Bill 1828 ("SB1828"), which consolidated the State's four personal income tax categories into a single flat rate of 2.5% over a three-year period, beginning after December 31, 2021.

Legislative reports at the time of passage of SB1828 indicated that such a rate consolidation was estimated to reduce significantly State income tax receipts, with a possible concurrent reduction in State-shared income taxes distributed to Arizona cities and towns.

In order to partially mitigate impacts of the expected reduction in State-shared income taxes, SB1828 increased, beginning in Fiscal Year 2023-24, the percentage of State income taxes distributed to cities and towns from 15.0% to 18.0%. As a result of the enactment of SB1828, the City received increases in its State-shared income tax distribution in Fiscal Year 2023-24. Such increases are not expected to continue in Fiscal Year 2024-25 and beyond as the enactment of the 2.5% flat income tax rate becomes fully implemented. The amount and continued receipt of State-shared income taxes by the City could be adversely affected by future changes in law by the State legislature.

The State recorded individual income tax revenues of $5.24 billion in Fiscal Year 2022-23, a decrease of 30.4% year-over-year. In Fiscal Year 2023-24, the State recorded individual income tax revenues of $4.85 billion, for a decrease of 7.5% year-over-year.

In addressing past State budgetary deficiencies, the Governor and members of the State legislature have occasionally proposed certain adjustments that would reduce the distribution of State-shared income taxes to cities and towns. The City cannot determine whether any such proposals will occur in the future and become law or how they might affect the City's receipt of State-shared income taxes.

Since Fiscal Year 2017-18, the allocation to each city and town of the revenues available to all cities and towns became based on the most recent population estimates of the U.S. Census Bureau, as opposed to mid-decade or decennial censuses. This new approach provides a more frequent adjustment to the allocation of the distribution among cities and has had a positive impact on cities that experience faster population growth than cities with slower population growth.

State Vehicle License Tax. Approximately twenty percent of the revenues collected for the licensing of motor vehicles is distributed to incorporated cities and towns. A city or town receives its share of the vehicle license tax collections based on its population in relation to the total incorporated population of the county. These monies are distributed on a monthly basis. The only stipulation on the use of this revenue is that it must be expended for a public purpose. State-Shared Vehicle License Taxes are excluded from Excise Taxes for purposes of the Purchase Agreement and Trust Agreement.

Franchise Fee Revenues. Cities and towns in the State have exclusive control over public rights of way dedicated to the municipality, and may grant franchise agreements to and impose franchise taxes on utilities using those rights of way. A franchise may be granted only with voter approval and the term of franchises is limited to 25 years. The City has granted franchises to and imposed franchise taxes on utility and cable television providers.

Other Excise Tax Revenues. The City also imposes and collects fees for licenses and permits to engage in certain activities within the City and for the right to utilize certain City property and imposes and collects fines and forfeitures for violations of State laws or City ordinances relating to traffic and other offenses.

THE PROJECT

The proceeds of the Obligations, net of amounts used to pay the costs and expenses relating to the execution and delivery of the Obligations, will be deposited into the Acquisition Fund established pursuant to the Trust Agreement and applied to fund expenditures related to the construction, expansion and improvement of certain capital improvements to the water and wastewater systems of the City.

SOURCES AND USES OF FUNDS

Sources of Funds

Principal Amount	$ 190,000,000*
[Net] Original Issue Premium *(a)*	
Total Sources	

Uses of Funds

Deposit to Acquisition Fund	
Costs of Issuance *(b)*	
Deposit to the Debt Service Fund	
Total Uses	

(a) Net original issue premium consists of original issue premium less original issue discount on the Obligations.

(b) Includes fees of Financial Advisor (as defined herein), Special Counsel (as defined herein), Trustee, printing costs, rating agency fees and other costs related to the delivery of the Obligations.

* Preliminary, subject to change

SCHEDULE OF DEBT SERVICE COVERAGE ON OBLIGATIONS AND PARITY OBLIGATIONS*

The following schedule sets forth (i) the annual debt service requirements of the City's Existing Parity Obligations, the payment of which is secured by a pledge of the revenues from Excise Taxes, (ii) the total annual debt service requirements of the Obligations, (iii) the total annual debt service requirements of the Existing Parity Obligations and the Obligations, (iv) the annual debt service requirements of the Existing Parity Obligations and the Obligations, less the annual debt service requirements of the Existing Parity Obligations and the Obligations which the City intends to pay from other legally available moneys, and (v) the projected debt service coverage provided by the Excise Taxes.

Fiscal Year Ended June 30 (a)	Excise Tax Revenues (b)	Outstanding Parity Obligations Debt Service	Plus: The Obligations Principal	Plus: The Obligations Interest (c)	Projected Debt Service Coverage	Annual Debt Service Requirements	Less: Water & Wastewater Funds Supported Excise Tax Obligation Debt Service *(d)*	Net Debt Service Requirements
2026	$ 339,503,392	$ 24,695,469	$ 3,450,000	$ 5,119,444	10.21x	$ 33,264,914	$33,264,914	$0.00
2027		23,317,398	6,550,000	9,327,500		39,194,898	39,194,898	
2028		28,235,266	6,875,000	9,000,000	7.70x	44,110,266	44,110,266	
2029		27,580,998	7,225,000	8,656,250		43,462,248	43,462,248	
2030		27,506,338	7,600,000	8,295,000		43,401,338	43,401,338	
2031		27,260,520	7,975,000	7,915,000		43,150,520	43,150,520	
2032		25,720,418	8,375,000	7,516,250		41,611,668	41,611,668	
2033		25,624,576	8,775,000	7,097,500		41,497,076	41,497,076	
2034		17,916,875	9,225,000	6,658,750		33,800,625	33,800,625	
2035		17,768,525	9,675,000	6,197,500		33,641,025	33,641,025	
2036		11,370,000	10,000,000	5,713,750		27,083,750	27,083,750	
2037		10,577,500	10,000,000	5,213,750		25,791,250	25,791,250	
2038		9,738,750	10,000,000	4,713,750		24,452,500	24,452,500	
2039			10,075,000	4,213,750		14,288,750	14,288,750	
2040			10,600,000	3,710,000		14,310,000	14,310,000	
2041			11,500,000	3,180,000		14,680,000	14,680,000	
2042			12,000,000	2,605,000		14,605,000	14,605,000	
2043			12,600,000	2,005,000		14,605,000	14,605,000	
2044			13,500,000	1,375,000		14,875,000	14,875,000	
2045			14,000,000	700,000		14,700,000	14,700,000	
		$ 277,312,633	$ 190,000,000	$ 109,213,194		$ 576,525,827	$576,525,827	

(a) Prepared by Piper Sandler & Co. (the "Financial Advisor"). Columns may not add up due to rounding.

(b) Excise Tax revenues shown represent unaudited collections for fiscal year 2024-25.

(c) Interest is estimated. The first interest payment on the Obligations will be due July 1, 2026. Thereafter, the interest payments will be made semiannually on January 1 and July 1 until maturity or prior redemption.*

(d) The City intends to pay amounts representing debt service on the Obligations and the Existing Parity Obligations from revenues available in the City's water and wastewater enterprise funds (the "Water and Wastewater Funds"). In the event that these revenues prove insufficient to pay such amounts due for debt service on the Existing Parity Obligations and the Obligations, or if the City decides not to pay such amounts from the revenues of the Water and Wastewater Funds, amounts due for debt service on the Existing Parity Obligations and the Obligations will then be paid from revenues from Excise Taxes. See "SECURITY AND SOURCES OF PAYMENT" and "EXCISE TAXES" herein.

* Preliminary, subject to change

TAX EXEMPTION

In General

The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements which the City must continue to meet after the execution and delivery of the Obligations in order that the portion of each of the Payments made by the City pursuant to the Purchase Agreement and denominated as and comprising interest pursuant to the Purchase Agreement and received by the Owners of the Obligations (the "Interest Portion") be and remain excludable from gross income for federal income tax purposes. The City's failure to meet these requirements may cause the Interest Portion to be included in gross income for federal income tax purposes retroactively to the date of execution and delivery of the Obligations. The City has covenanted in the Purchase Agreement to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of the Interest Portion.

In the opinion of Greenberg Traurig, LLP, Phoenix, Arizona, Special Counsel ("Special Counsel"), assuming the accuracy of certain representations and certifications of the City and continuing compliance by the City with the tax covenants referred to above, under existing statutes, regulations, rulings and court decisions, the Interest Portion will be excludable from gross income of the owners thereof for federal income tax purposes and will be exempt from Arizona income taxation so long as the Interest Portion is excludable from gross income for federal income tax purposes. The Interest Portion will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, but in the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), the Interest Portion will not be excluded from the determination of adjusted financial statement income. Special Counsel will express no opinion as to any other tax consequences regarding the Interest Portion or the Obligations. Prospective purchasers of the Obligations should consult with their own tax advisors as to the status of the Interest Portion under the tax laws of any state other than the State.

The above opinion on federal tax matters with respect to the Obligations will be based on and will assume the accuracy of certain representations and certifications of the City, and compliance with certain covenants of the City to be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Obligations will be and will remain obligations the interest on which is excludable from gross income for federal income tax purposes. Special Counsel will not independently verify the accuracy of those certifications and representations. Special Counsel will express no opinion as to any other consequences regarding the Obligations.

Except as described above, Special Counsel will express no opinion regarding the federal income tax consequences resulting from the receipt or accrual of the Interest Portion, or the ownership or disposition of the Obligations. Prospective purchasers of the Obligations should be aware that the ownership of the Obligations may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Obligations, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the Interest Portion, (iii) the inclusion of the Interest Portion in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of the Interest Portion in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year, (v) the inclusion of the Interest Portion in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits, (vi) net gain realized upon the sale or other disposition of property such as the Obligations generally must be taken into account when computing the Medicare tax with respect to net investment income or undistributed net investment income, as applicable, imposed on certain high income individuals and specified trusts and estates, and (vii) receipt of certain investment income, including the Interest Portion, is considered when determining qualification limits for obtaining the earned income credit provided by Section 32(a) of the Code. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Obligations. Prospective purchasers of the Obligations should consult their own tax advisors as to the impact of these and any other tax consequences.

Special Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Special Counsel as of the date thereof. Special Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Special Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Special Counsel's opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, such

opinions represent Special Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

Original Issue Discount and Original Issue Premium

Certain of the Obligations ("Discount Obligations") may be offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Obligation determined under Code Section 1273 or 1274 (i.e., for obligations issued for money in a public offering, the initial offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Obligation over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Obligation (i) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Obligations, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Obligation.

Certain of the Obligations ("Premium Obligations") may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity (or earlier for certain Premium Obligations callable prior to maturity). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Obligation, based on the yield to maturity of that Premium Obligation (or, in the case of a Premium Obligation callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Obligation), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Obligation. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Obligation, the owner's tax basis in the Premium Obligation is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Obligation for an amount equal to or less than the amount paid by the owner for that Premium Obligation.

Owners of Discount Obligations and Premium Obligations should consult their own tax advisors as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable or amortizable in any period with respect to the Discount Obligations or Premium Obligations and as to other federal tax consequences, and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress or in the State legislature that, if enacted into law, could alter or amend one or more of the federal tax matters, or State tax matters, respectively, described above including, without limitation, the excludability from gross income of the Interest Portion, adversely affect the market price or marketability of the Obligations, or otherwise prevent the holders from realizing the full current benefit of the status of the Interest Portion. It cannot be predicted whether or in what form any such proposal may be enacted, or whether, if enacted, any such proposal would affect the Obligations. Prospective purchasers of the Obligations should consult their tax advisors as to the impact of any proposed or pending legislation.

Information Reporting and Backup Withholding

Interest paid on tax-exempt obligations such as the Obligations is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of the Interest Portion from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of the Obligations, under certain circumstances, to "backup withholding" at the rates set forth in the Code, with respect to payments on the Obligations and proceeds from the sale of the Obligations. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of the Obligations. This withholding generally applies if the owner of the Obligations (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other

"reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Obligations may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

LEGAL MATTERS

Certain legal matters relating to the authorization, sale and execution and delivery of the Obligations and tax matters with respect to the Interest Portion are subject to the legal opinion of Special Counsel. (See "TAX EXEMPTION"). The signed legal opinion of Special Counsel dated and premised on facts existing and law in effect as of the date of original execution and delivery of the Obligations, will be delivered to the City at the time of original execution and delivery of the Obligations.

The proposed form of the legal opinion is set forth as APPENDIX C – "FORM OF OPINION OF SPECIAL COUNSEL". The legal opinion to be delivered may vary from the text of APPENDIX C – "FORM OF OPINION OF SPECIAL COUNSEL" if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distributions of it by recirculation of this Official Statement or otherwise shall create no implication that Special Counsel has reviewed or expresses any opinion concerning any of the matters referred to in the opinion subsequent to its date. In rendering its opinion, Special Counsel will rely upon certificates and representations of facts to be contained in the transcript of proceedings which Special Counsel will not have independently verified.

While Special Counsel has participated in the preparation of portions of this Official Statement, it has not been engaged to confirm or verify, and expresses and will express no opinion as to, the accuracy, completeness or fairness of any statements in this Official Statement, or in any other reports, financial information, offering or disclosure documents or other information pertaining to the City or the Obligations that may be prepared or made available by the City or others to the holders of the Obligations or others.

From time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and nonfinancial, impacting the operations of municipalities which could have a material impact on the City and could adversely affect the secondary market value or marketability of the Obligations. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Obligations) issued prior to enactment.

The legal opinion to be delivered concurrently with the delivery of the Obligations will express the professional judgment of the attorneys rendering the opinion as to the legal issues explicitly addressed therein dated and speaking only as of the date of delivery of the Obligations. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

CYBERSECURITY

The City like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. United States government agencies have in the past issued warnings indicating that critical infrastructure sectors such as water systems may be specific targets of cybersecurity threats.

The City believes it has taken reasonable steps to protect against and mitigate the adverse effects of cyberattacks, including steps to harden its cybersecurity and provide training for employees in cyber awareness and the use of the City's digital networks and systems. No assurance can be given that the City's efforts to manage cyber threats and

attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City.

LITIGATION

No Litigation Relating to the Obligations

To the knowledge of the appropriate representatives of the City, no litigation or administrative action or proceeding is pending or threatened restraining or enjoining, or seeking to restrain or enjoin, the execution or delivery of the Obligations or contesting or questioning the proceedings and authority under which the Obligations have been authorized and are to be executed, sold or delivered, or the validity of the sale of the Obligations. An authorized City representative will deliver a certificate to the same effect at the time of the original delivery of the Obligations.

Other Litigation Against the City

Like any large municipality, the City is currently involved in multiple lawsuits and annually receives numerous claims pertaining to City operations. The City retains responsibility for payment of the first $1,750,000 of each loss, and has excess insurance for the next $30 million. The City is adequately funded for its retention. Based on the information currently available to the City, as of the date of this Official Statement none of the pending lawsuits or received claims are reasonably anticipated to exceed the City's available insurance coverage or materially adversely affect the City or its ability to collect Excise Taxes, which are the source of repayment of the Obligations.

CANCELLATION OF CONTRACTS

The provisions of A.R.S. Section 38-511, as amended, provide that certain public bodies, including the City, may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the public body if any person significantly involved in the initiating, negotiating, securing, drafting or creating of the contract on behalf of the public body is, at any time while the contract or any extension thereof is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter thereof. The cancellation shall be effective when written notice from the governing body of the public body is received by all other parties to the contract unless the notice specifies a later time. The City is a party to several contracts which are material to the payment of the Obligations, including the Trust Agreement and the Purchase Agreement. Exercise of a remedy under A.R.S. Section 38-511, as amended, would adversely affect the repayment of the Obligations.

FINANCIAL STATEMENTS

The audited financial statements of the City as of June 30, 2024 and for its fiscal year then ended, which are included as APPENDIX E – "CITY OF CHANDLER, ARIZONA – AUDITED FINANCIAL STATEMENTS OF THE CITY OF CHANDLER, ARIZONA FOR THE FISCAL YEAR ENDED JUNE 30, 2024" of this Official Statement, have been audited by Heinfeld, Meech & Co., P.C. These are the most recent audited financial statement available to the City. These audited financial statements may not represent the current financial conditions of the City. The City neither requested nor obtained the consent of Heinfeld, Meech & Co., P.C., to include their report and Heinfeld, Meech & Co., P.C., has performed no procedures subsequent to rendering their opinion on the financial statements.

CONTINUING SECONDARY MARKET DISCLOSURE

The City will covenant for the benefit of certain owners of the Obligations to provide certain financial information and operating data relating to the City by not later than February 1 in each year commencing February 1, 2026 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices of Listed Events"), dated the date of delivery of the Obligations (the "Undertaking"), the form of which is included in APPENDIX F – "FORM OF CONTINUING DISCLOSURE UNDERTAKING." The Undertaking by the City will only apply so long as the Obligations remain outstanding. The Notices of Listed Events and any other document or information required to be filed, will be filed with the MSRB through the MSRB's EMMA system each described in APPENDIX F – "FORM OF CONTINUING DISCLOSURE UNDERTAKING". The specific nature of the information to be contained in the

Annual Reports is set forth in APPENDIX F. The Undertaking will be delivered in order to assist the original purchaser of the Obligations in complying with the Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule"). A failure by the City to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Obligations in the secondary market.

The City previously entered into continuing disclosure undertakings (the "Prior Undertakings") with respect to certain previously issued bonds which require the filing of certain event notices. The City timely filed its Annual Financial Report for fiscal year ending June 30, 2018 though and including fiscal year ended June 30, 2022; however, the filing was not associated with all of the related CUSIP numbers until October 28, 2021.

The City has implemented procedures to facilitate compliance with the Prior Undertakings, the continuing disclosure undertaking related to the Bonds and future similar undertakings.

RATINGS

Fitch Ratings, Inc. ("Fitch"), Moody's Investors Service, Inc. ("Moody's") and S&P Global Ratings, a division of Standard & Poor's Financial Services LLC ("S&P"), have assigned the ratings of "___", "___" and "___," respectively, on the Obligations. Such ratings reflect only the views of Fitch, Moody's and S&P. An explanation of the significance of the Fitch rating may be obtained at 300 West 57th Street, New York, New York 10019. An explanation of the significance of a rating assigned by Moody's may be obtained at One Front Street, Suite 1900 San Francisco, California 94111. An explanation of the significance of a rating assigned by S&P may be obtained at 55 Water Street, New York, New York 10041. Such ratings may be revised downward or withdrawn entirely by Fitch, Moody's, or S&P, if, in their respective judgment, circumstances so warrant. Any downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Obligations. The City has covenanted in the Undertaking (see "CONTINUING SECONDARY MARKET DISCLOSURE" herein) that it will file notice of any formal change in any such rating relating to the Obligations.

FINANCIAL ADVISOR

The Financial Advisor has been engaged by the City for the purpose of advising the City as to certain debt service structuring matters specific to the Obligations and on certain matters relative to the City's overall debt financing program. The Financial Advisor has assisted in the assembly and preparation of this Official Statement at the direction and on behalf of the City. No person is entitled to rely on the Financial Advisor's participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy or completeness of the information contained herein.

RELATIONSHIP BETWEEN PARTIES

Special Counsel has acted as bond counsel or special counsel or represented the Financial Advisor in other financing transactions underwritten by the Financial Advisor and may do so in the future.

POLITICAL DONATIONS

To the best of their knowledge, none of the City, the Trustee, the Financial Advisor or their counsel or agents are known to have made political contributions other than those, if any, permitted under applicable securities regulations to any person who sought a seat on the City Council at its last election or any election prior to the last election.

CERTIFICATION CONCERNING OFFICIAL STATEMENT

Documents delivered with respect to the Obligations will include a certificate to the effect that to the knowledge of the Deputy City Manager/Chief Financial Officer of the City after appropriate review, this Official Statement is true, correct and complete in all material respects and does not include any untrue statement of a material fact or omit to state any

material fact necessary to make such statements and information herein, in light of the circumstances under which they were made, not misleading and that no event has occurred since date of this Official Statement that should be disclosed herein in order to make the statements and information herein not misleading in any material respect. In the event this Official Statement is supplemented or amended prior to the date of delivery of the Obligations, the foregoing confirmation will also encompass such supplements or amendments. All financial and other information presented in this Official Statement has been provided by the City from its records, except for information expressly attributed to other sources. The presentation of information, including tables of receipts from taxes and other sources, is intended to show certain historic information, and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience, as is shown by that financial and other information, will necessarily continue or be repeated in the future.

ADDITIONAL INFORMATION

The information in this Official Statement has been provided by the City, the County, Arizona, Assessor's, Treasurer's and Finance offices, the Arizona Department of Revenue and other sources which are considered to be reliable and are customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness. All estimates and assumptions contained herein are believed to be reliable, but no representations are made that such estimates and assumptions are correct or will be realized. Any information or expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create an implication that there has been no change as to the affairs of the City. This Official Statement may be supplemented from time to time by the provision of supplemental or additional documents.

CONCLUDING STATEMENT

The summaries or descriptions of provisions in the Purchase Agreement and the Trust Agreement contained herein and all references to other materials not purporting to be quoted in full are only brief outlines of certain provisions thereof and do not constitute complete statements of such provisions and do not summarize all the pertinent provisions of such documents. For further information, reference should be made to the complete documents, copies of which are available for inspection from the Financial Advisor.

To extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty and no representation is made that any of these opinions or estimates have been or will be realized. Information in this Official Statement has been derived by the City from official records and other sources and is believed to be reliable. Information other than that obtained from the official records of the City has not been independently confirmed or verified by the City and its accuracy is not guaranteed. The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historic information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience, as is shown by that financial or other information, will necessarily continue or be repeated in the future.

Neither this Official Statement nor any statement that may have been or that may be made orally or in writing is to be construed as part of a contract or agreement between the City and the purchasers or holders of any Obligations.

The attached Appendices A through G are integral parts of this Official Statement and must be read together with all of the foregoing statements.

This Official Statement has been prepared on direction of the City and has been approved by and executed for and on behalf of the City by its authorized representative indicated below.

CITY OF CHANDLER, ARIZONA

By: _____
Kevin Hartke, Mayor

APPENDIX A

CITY OF CHANDLER, ARIZONA, GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION

General

The City is located in the southeastern portion of Maricopa County, Arizona (the "County"). The City encompasses more than 65 square miles and is one of several major cities comprising the greater Phoenix, Arizona metropolitan area, which is Arizona's economic, political and population center.

The City was founded in 1912 and incorporated in 1920. The following table sets forth a record of the population statistics of the City since 1980, along with the population statistics for the County and the State.

POPULATION STATISTICS

Year	City of Chandler	Maricopa County	State of Arizona
2024 Estimate *(a)*	281,231		6,079,887
2020 Census	275,987	4,420,568	7,151,502
2010 Census (Revised)	236,326	3,817,117	6,392,017
2005 Special Census	233,681	3,700,516	6,044,985
2000 Census	176,581	3,072,149	5,130,632
1990 Census	90,533	2,122,101	3,665,305
1980 Census	29,673	1,509,175	2,716,546

(a) Estimate as of July 1, 2024 (released in December 2024) provided by the Arizona Office of Economic Opportunity.

Source: U.S. Census Bureau.

The following table contains historical information in regard to the geographic incorporated size of the City as set forth in square miles.

LAND AREA
City of Chandler, Arizona

Year	Square Miles
2025	65.75
2024	65.74
2023	65.68
2022	65.55
2021	65.53

Source: The City Management Services Department and City Planning Division.

Municipal Government and Organization

The City adopted the City Charter in 1965 which provides for a Council-Manager form of government. The seven-member City Council is elected at-large on a staggered basis and consists of the Mayor and six councilmembers. The current Mayor and councilmembers serve four-year terms.

The City Council appoints the City Manager who has full responsibility for carrying out City Council policies and administering City operations. The City Manager is responsible for appointment of department heads. The City employees are hired under procedures as specified in the City Charter. The government and operations of the City are provided by a staff of 1,756 full-time equivalent employees.

Economy

The major industry clusters contributing to the economic base of the City include high-tech manufacturing and development, advanced business services, retail and consumer services, healthcare, and financial services. The City is home to a wide variety of technology industries, with a heavy concentration in the semiconductor cluster. The continued economic development of the City is driven by the educational attainment of City residents. Approximately 78% of adult residents have attended some college and 49% possess a bachelor's or advanced degree. This educational attainment level attracts employers in "knowledge based" industries adding to the concentration of high wage jobs.

The following table sets forth unemployment rate averages for the City, the County, the State and the United States.

UNEMPLOYMENT RATE AVERAGES *(a)*

Calendar Year	City of Chandler	Maricopa County	State of Arizona	United States
2025 *(b)*	3.3%	3.6%	4.1%	2.7%
2024	2.9	3.1	3.6	4.3
2023	3.0	3.4	3.8	3.8
2022	2.9	3.1	3.7	3.6
2021	4.0	4.5	4.9	5.4

(a) *Data is not seasonally adjusted.*

(b) *Data through July 2025.*

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

The City has five designated employment corridors: Airpark Area, Downtown Chandler, Price Corridor, Uptown Chandler and West Chandler. The five corridors represent approximately 76% of all the jobs in the City. There are more than 50 companies on the 2025 Fortune 1000 list in the City, and two companies in the Fortune 500 are headquartered in the City (Insight Enterprises and Microchip Technology). Below is data from the Maricopa Association of Governments (MAG) 2023 Employer Database with data on the five designated employment corridors:

Employment Corridor	Number of Businesses	Number of Jobs
Airpark Area	484	14,130
Downtown Chandler	123	3,560
Price Corridor	747	43,900
Uptown Chandler	566	12,070
West Chandler	841	29,880

The City has approximately 12 million square feet of office space and more than 30 million square feet of industrial space throughout the City.

Employment and Employers

Electronics plants located in the City include: Microchip Technologies, producer of electronic circuitry; Rogers Corporation, manufacturer of materials for printed circuit boards and power electronic devices; Intel Corporation, manufacturer of microcomputer components; and NXP, manufacturer of semiconductor and satellite systems.

A partial list of major manufacturing employers located within the City is set forth in the following table.

MAJOR MANUFACTURING EMPLOYERS *(a)*
City of Chandler, Arizona

Employer	Employees
Intel	12,000
Northrop Grumman	1700
Microchip Technology (HQ)	1700
NXP	1700
Rogers Corporation (HQ)	400
Arizona Nutritional Supplements (HQ)	345
Ultra Clean Technology	320
Applied Materials	300
ASML	300
TEL - Tokyo Electron America	250
ArmorWorks	240
Goodrich Turbomachinery	230
SOLLiD Cabinetry	205
Advantest (Essai)	170
Adept Life Sciences	150
Air Products and Chemicals	150
Isola (HQ)	150
CoValence Laboratories	140
Infineon Technologies Americas Corp	140
Advanced Circuits	130

(a) Some of the major manufacturing employers are subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith file reports, proxy statements and other information (collectively, the "Filings") with the Commission. Such Filings may be inspected and copies are available at the public reference facilities maintained by the Commission at 100 F Street, N.E., Washington, D.C. 20549. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange ("NYSE") at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the internet on the Commission's EDGAR database at http://www.sec.gov. None of the City, Special Counsel, the Financial Advisor or their respective agents or consultants have examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same.

Source: The City's Economic Development Division.

The City also serves as the location of a significant number of non-manufacturing employers. The following is a partial list of major non-manufacturing employers in the City.

MAJOR NON-MANUFACTURING EMPLOYERS *(a)*
City of Chandler, Arizona

Employer	Employees
Wells Fargo Bank	5,500
Chandler Unified School District	4,900
Bank of America	3,600
Chandler Regional Medical Center (Dignity Health)	3,000
City of Chandler	2,300
PayPal	1,500
Insight Enterprises (HQ)	1,400
Bashas (HQ and Distribution Center)	1,100
Chandler-Gilbert Community College	1,000
Verizon Wireless	1,000
INTRAEDGE	850
Liberty Mutual Insurance	800
Toyota Financial Services	780
Safelite Auto Glass	700
Avnet	600
Allstate Insurance Company	500
Republic Services	500

(a) Some of the major non-manufacturing employers are subject to the informational requirements of the Exchange Act, and in accordance therewith file the Filings with the Commission. The Filings may be inspected and copies are available at the public reference facilities maintained by the Commission. In addition, the Filings may also be inspected at the offices of the NYSE or on the Commission's EDGAR database. None of the City, Special Counsel, the Financial Advisor or their respective agents or consultants have examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same.

Source: The City's Economic Development Division.

Agriculture

Agricultural production still is a contributor to the diversified economic base of the City. Principal products include livestock, alfalfa, small grains, citrus and vegetables. As the residential, commercial and industrial development of the City has occurred, the contribution of agricultural production to the economy of the City has decreased.

Commerce

A 1.3 million square foot super-regional shopping mall known as Chandler Fashion Center opened for business in 2001. This mall is home to three anchor department stores, including Dillard's, Macy's, and Scheel's; a Harkins theater complex, outdoor urban village and more than 180 specialty retail shops. Additionally, the Downtown Chandler entertainment and business district serves as a hub for commercial activities due to numerous retail, restaurant and entertainment venues. Several community shopping centers serve residents of the City and surrounding areas, including Chandler Pavilions, Casa Paloma, Chandler Festival, Chandler Gateway, Paseo Del Oro Shopping Center, North Park Plaza Shopping Center, Fulton Ranch Towne Center and Crossroads Towne Center. A number of neighborhood shopping centers are also dispersed throughout the City.

Tourism

The direct, indirect and induced benefits derived from the activities surrounding tourism contribute greatly to the economic health of the community. With more than 30 hotels representing nearly 5,000 available rooms, the City's tourism market continues to receive significant private sector investment in new properties and the repositioning of older properties to meet the needs of leisure and business travelers.

Leisure travel to the City is driven by proximity to various shopping, dining, recreational, sporting and scenic attractions located within a short drive. However, business travel comprises most of the City's visitors due to the high density of employment. As the City is home to a number of Fortune 500 companies with global, regional and local headquarters spanning several industry clusters (high-tech manufacturing, semiconductor manufacturing, aerospace, aviation, healthcare and bioscience, advanced business and financial business services, etc.), business travelers drive the City's lodging market.

Transportation

Industry, business and residents benefit from the transportation network available in and near the City. Rail, bus, highway and air facilities are developed throughout the area.

The City is served by the Union Pacific Railroad for long distance freight rail service and the Valley Metro Transit System for local public transportation.

The City is served by a network of streets and highways. The Superstition Freeway ("U.S. Highway 60") parallels the northern border of the City. U.S. Highway 60 connects to cities in northern and eastern Arizona. The Superstition Freeway also connects to Interstate Highway 10 which connects the cities of Tucson and Phoenix. State Highway 87 and Arizona Loop 202 bisect the City. The Price Freeway (a north-south portion of Loop 101) and the San Tan Freeway (an east-west portion of Loop 202) facilitate traffic flow to the City by connecting together the 101, 202 and I-10 freeways.

Residents of the area have ready access to Chandler Municipal Airport, Stellar Airpark, Mesa Gateway Airport and Sky Harbor International Airport. The Chandler Municipal Airport, owned and operated by the City, is located approximately three miles southeast of the central business district of the City and is designed to relieve private aircraft activity at Sky Harbor International Airport. The Chandler Municipal Airport has approximately 430 based aircraft and two parallel runways, 4,870 feet and 4,401 feet, respectively. The Chandler Municipal Airport offers various services including full-service maintenance facilities, flight schools, and aircraft hangars. The Stellar Airpark is a private airport that is open to public use and is located west of the central business district of the City. The Stellar Airpark has a 4,000 foot runway and provides various services. The Mesa Gateway Airport is owned and operated by the Mesa Gateway Airport Authority that includes the City of Mesa, Town of Gilbert, Town of Queen Creek, the Gila River Indian Community and the City of Apache Junction. The Mesa Gateway Airport has three expansive runways (10,401 feet; 10,201 feet; and 9,300 feet), a passenger terminal, and convenient parking. Mesa Gateway Airport is positioned to be a dynamic reliever airport to Phoenix's Sky Harbor International Airport. With two airlines, Mesa Gateway Airport is positioned to be a dynamic reliever airport to Phoenix's Sky Harbor International Airport. In fiscal year 2024-25, Mesa Gateway Airport had more than two million passengers. Phoenix Sky Harbor International Airport is located 15 miles to the northwest of the City and is home to 26 airlines offering nonstop flights to more than 130 domestic destinations and 25 international destinations.

Education

Arizona State University ("ASU") is the largest public university in the Southwest by enrollment. ASU spans five campuses in the metro Phoenix area with Fall 2025 enrollment of approximately 158,000 students including ASU online programs. ASU's main campus remains in the bordering City of Tempe, Arizona and is home to the Ira A. Fulton Schools of Engineering, a nationally recognized research and innovation institution designed to meet the growing needs of the engineering and technology industries. Adjacent to Mesa Gateway Airport, the Polytechnic Campus serves approximately 6,300 students. Chandler is home to the ASU Chandler Innovation Center, which is utilized by several ASU departments and includes a fabrication shop for students. The University of Arizona's Chandler campus is located in Downtown Chandler, where it offers a number of undergraduate and graduate level degree programs aligned with the

workforce needs of area employers. Located in the City is the Chandler-Gilbert Community College, which offers a complete educational program and serves nearly 20,000 students annually. The Chandler Unified School District provides primary and secondary education to residents in the City area through 31 elementary schools, four junior highs, two middles schools, three secondary schools (grades 7-12), four high schools and one online school. A number of private and charter schools are also located in the City.

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APPENDIX B

CITY OF CHANDLER, ARIZONA - FINANCIAL DATA

2025-26 Fiscal Year –Estimated Net Full Cash and Assessed Values

Estimated Net Full Cash Value *(a)(b)*	$61,419,063,236
Net Assessed Limited Property Value *(b)*	4,124,257,465
Net Assessed Full Cash Value *(b)*	6,969,158,208

(a) *Estimated Net Full Cash Value is the total market value of the property, less unsecured personal property and less estimated exempt property within the City, as projected by the Arizona Department of Revenue, Division of Property and Special Taxes.*

(b) *See "PROPERTY TAXES" herein for an explanation of these values.*

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue and *Property Tax Rates and Assessed Values,* Arizona Tax Research Association and the City.

STATEMENTS OF BONDS OUTSTANDING
General Obligation Bonds Outstanding and to be Outstanding *(a)*

Issue Series	Original Amount	Maturity Dates Outstanding	Balance Outstanding
2016REF	$ 39,050,000	7-1-26/27	$ 31,675,000
2017	58,740,000	7-1-26/32	26,490,000
2019	30,400,000	7-1-26/35	20,375,000
2021REF	48,205,000	7-1-26/28	44,560,000
2021	31,295,000	7-1-26/28	750,000
2023	106,415,000	7-1-26/34	84,040,000
Total General Obligation Bonds Outstanding			$ 207,890,000
Less: Water and Wastewater Funds Supported General Obligation Bonds *(b)*			(29,957,800)
Plus: The Series 2026 GO Bonds			160,000,000 *
Net General Obligation Bonds Outstanding and to be Outstanding			$ 337,932,200 *

(a) *The Series 2026 GO Bonds will be issued in January 2026 pursuant to a separate official statement.*

(b) *The City intends to pay the debt service requirements of the following general obligation bonds with funds provided by the water and wastewater funds of the City: $11,155,000 aggregate principal amount of the City's General Obligation Refunding Bonds, Series 2016 and $18,802,800 aggregate principal amount of the City's General Obligation Refunding Bonds, Taxable Series 2021 (collectively, the "Water and Wastewater Funds Supported General Obligation Bonds"). In the event that revenues available for payment of such annual debt service requirements from the respective enterprise funds proves to be insufficient, or the City elects not to pay debt service requirements on such general obligation bonds from the water and wastewater funds, the debt service requirements of such bonds will become payable from the annual levy of an ad valorem tax upon all of the taxable property located within the City.*

*Preliminary, subject to change.

Water and Wastewater Revenue Bonds Outstanding and to be Outstanding *(a)*

	Balance Outstanding
Total Water and Wastewater Revenue Bonds Outstanding	$ -
Plus: Water and Wastewater Funds Supported General Obligation Bonds *(b)*	29,957,800
Plus: Water and Wastewater Funds Supported Excise Tax Revenue Obligations *(c)*	415,970,000
Plus: The Series 2026 Excise Tax Obligations *(c)*	190,000,000
Total Water and Wastewater Supported Bonds Outstanding	$ 635,927,800

(a) Excludes the debt service requirements for the City's refunded and defeased bonds currently outstanding which are secured by obligations issued by the United States Government being held in their respective irrevocable trust accounts.

(b) The City intends to pay the debt service requirements of the Water and Wastewater Funds Supported General Obligation Bonds with funds provided by the Water and Wastewater Funds of the City. In the event that revenues available for payment of such annual debt service requirements from the respective enterprise funds proves to be insufficient, or the City elects not to pay debt service requirements on such general obligation bonds from the Water and Wastewater Funds, the debt service requirements of such bonds will become payable from the annual levy of an ad valorem tax upon all of the taxable property located within the City.

(c) The City intends to pay the debt service requirements of the Existing Parity Obligations and the Obligations with funds provided by the Water and Wastewater Funds of the City.

Water Supply and Drought Conditions

Since January 2022, Central Arizona Project (CAP) has been experiencing shortage conditions due to low reservoir storage in both Lakes Powell and Mead. Chandler has received a reduced allocation of Colorado River water since 2024. (See the second paragraph in footnote (a) to the Direct and Overlapping General Obligation Bonded Debt Outstanding table herein for a description of CAP.) The Bureau of Reclamation declared a Tier 1 shortage for the Lower Basin States in 2024, 2025 and 2026, resulting in a 3% reduction to Chandler's supplies for 2024 through 2025 and an 11% reduction to Chandler's normal allocation in 2026. Further reductions up to 20% are anticipated beginning in 2027. The Colorado River Basin States are currently engaged in discussions to update the Colorado River operating guidelines which replace the existing rules beginning in 2027. The Bureau of Reclamation has given the Colorado River Basin States a Spring 2026 deadline to have a framework agreement in place.

The City has a long history of sustainable water management, investments in water infrastructure and acquiring high priority water rights for drought resiliency. The City's diverse water resource portfolio provides operational flexibility to meet customer demands, even during periods of prolonged drought. Water for the City's drinking water system is provided from several sources including renewable surface water supplies from the Salt River, Verde River and the Colorado River and groundwater. Additionally, the City reuses 100% of the reclaimed water collected and treated within the City, and stores water in underground aquifers to provide a back-up supply during extreme drought and surface water shortages. The community has demonstrated their commitment to water conservation by reducing water use more than 20% over the past 25 years. The City is currently designated with a 100-Year Assured Water Supply by the Arizona Department of Water Resources. Should there be any adverse impacts on water and wastewater enterprise funds, the City leadership has historically adjusted rates on a ongoing cadence to ensure revenue requirements are met. Chandler does not transfer enterprise funds to general fund except to pay indirect costs.

Notwithstanding the foregoing, although the City has multiple sources of water along with reservoirs and other facilities to mitigate risk, future water availability, drought, flooding, adverse weather events and other climate and environmental conditions in Arizona are unpredictable and subject to change. The City is situated in a desert environment, and the ability of the City to operate its water system effectively may be affected, and potentially may be significantly affected, by the water supply available to the City. The impacts associated with climate, natural disasters, and other "force majeure" events on the City and its water system cannot be predicted, but could be significant. No portion of the City's water or wastewater system revenues are pledged to the payment of principal and interest on the Obligations.

Excise Tax Revenue Obligations Outstanding and to be Outstanding

Issue Series	Original Amount	Maturity Dates Outstanding	Balance Outstanding	
2015	66,660,000	7-1-26/35	$ 43,235,000	
2016REF	19,510,000	7-1-26/28	8,630,000	
2017	36,220,000	7-1-26/37	28,550,000	
2019	13,000,000	7-1-26/28	5,140,000	
2021 REF	85,460,000	7-1-26/33	75,915,000	
2023	106,415,000	7-1-26/38	64,500,000	
Total Excise Tax Revenue Obligations Outstanding			$ 225,970,000	
Plus: The Obligations *(a)*			190,000,000	*
Less: Water and Wastewater Funds Supported Excise Tax Revenue Obligations *(b)*			(415,970,000)	*
Total Net Excise Tax Revenue Supported Obligations Outstanding and to be Outstanding			$0	

(a) The City intends to pay the debt service requirements of the Existing Parity Obligations and the Obligations with funds provided by the City's Water and Wastewater Utility.

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Direct General Obligation Bonded Debt, Legal Limitation and Unused Borrowing Capacity

The Arizona Constitution provides that the general obligation bonded indebtedness for a city for general municipal purposes may not exceed six percent (6%) of the net assessed full cash property valuation of the taxable property in that city. In addition to the six percent (6%) limitation for general municipal purpose bonds, cities may issue general obligation bonds in an amount up to an additional twenty percent (20%) of the net assessed full cash property valuation for supplying such city with water, artificial light or sewers, and for the acquisition and development of land for open space preserves, parks, playgrounds and recreational facilities, public safety, law enforcement, fire and emergency services facilities and streets and transportation facilities.

General Municipal Purpose Bonds			Water, Light, Sewer, Open Space, Public Safety, Law Enforcement, Fire and Emergency Services, Park, Street, and Transportation Bonds		
Total 6% General Obligation Bonding Capacity	$ 418,149,492		Total 20% General Obligation Bonding Capacity	$ 1,393,831,641	
Less: 6% General Obligation Bonds Outstanding	(16,903,670)	*(a)	Less: 20% General Obligation Bonds Outstanding	(384,793,670)	*(a)
Less: Original Issue Premium	(961,930)	*(b)	Less: Original Issue Premium	(6,938,070)	*(b)
Less: Unamortized Original Issue Premium	(464,850)	(b)	Less: Unamortized Original Issue Premium	(17,191,231)	(b)
Net 6% General Obligation Bonding Capacity	$ 399,819,042	*	Net 20% General Obligation Bonding Capacity	$ 984,908,670	*

(a) *Includes the Series 2026 GO Bonds that the City intends to issue concurrently with the Obligations under a separate official statement. See "STATEMENTS OF BONDS OUTSTANDING – General Obligation Bonds Outstanding and to be Outstanding."*

(b) *This amount reduces the City's borrowing capacity pursuant to State statutes and the Arizona Constitution, and the principal amount of bonds authorized of the City. Such capacity (but not authorization) will be recaptured as premium is amortized.*

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*Preliminary, subject to change.

Direct and Overlapping General Obligation Bonded Debt Outstanding

Overlapping Jurisdiction	Overlapping General Obligation Bonded Debt *(b)*		Proportion Applicable to City of Chandler *(a)* Approximate Percent	Net Debt Amount	
State of Arizona	None		4.465%	None	
Maricopa County	None		6.792%	None	
Maricopa County Community College District	$ 26,675,000		6.792%	$ 1,811,699	
Maricopa County Special Health Care District	512,560,000		7.292%	37,378,409	
Kyrene Elementary School District No. 28	200,160,000		18.317%	36,663,870	
Mesa Unified School District No. 4	170,560,000		4.066%	6,934,425	
Gilbert Unified School District No. 41	86,970,000		2.281%	1,983,606	
Chandler Unified School District No. 80	344,810,000		70.151%	241,887,366	
Tempe Union High School District No. 213	136,260,000		15.478%	21,091,000	
East Valley Institute of Technology District No. 401	None		15.392%	None	
City of Chandler (c)	337,932,200	*	100.000%	337,932,200	*
Total Direct and Overlapping General Obligation Bonded Debt to be Outstanding				$ 685,682,576	*

(a) *Proportion applicable to the City is computed on the ratio of 2023-24 net assessed limited property value for the overlapping jurisdiction within the City to the total net limited assessed property valuation of the overlapping jurisdiction.*

Does not include the obligation of the Central Arizona Water Conservation District ("CAWCD") to the United States of America, Department of the Interior, for repayment of certain capital costs for construction of the Central Arizona Project ("CAP"), a major reclamation project that has been substantially completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD's obligation for substantially all of the CAP features that have been constructed so far will be set at $1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the $1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages have been fixed for the entire 50-year repayment period, which commenced October l, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD's boundaries. At the date of this Official Statement, the tax levy is limited to fourteen cents per $100 of Net Assessed Limited Property Value, of which fourteen cents is being currently levied. (See Arizona Revised Statutes, Sections 48-3715 and 48-3715.02.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the contract.

Does not include the obligation of the Maricopa County Flood Control District to contribute $70 to $80 million to the CAP. The Maricopa County Flood Control District's sole source of revenue to pay the contribution will be ad valorem taxes on real property and improvements.

*Preliminary, subject to change.

(b) *Includes total general obligation bonds outstanding, less estimated funds irrevocably pledged for the redemption of general obligations. Does not include presently authorized but unissued general obligation*

bonds of such jurisdictions listed herein, which may be issued in the future. Authorized but unissued amounts in the following table may be subject to additional reductions based on net premium amounts but such reductions are not reflected in the table. Additional bonds may also be authorized by voters within overlapping jurisdictions pursuant to future elections.

Overlapping Jurisdiction	General Obligation Bonds Authorized but Unissued	
State of Arizona	None	
Maricopa County	None	
Maricopa County Community College District	$ 3,000	
Maricopa County Special Health Care District	None	
Chandler Unified School District No. 80	None	
Tempe Union High School District No. 213	None	
Kyrene Elementary School District No. 28	118,250,000	
Mesa Unified School District No. 4	None	
Gilbert Unified School District No. 41	None	
East Valley Institute of Technology District No. 401	None	
City of Chandler	104,175,000	*

(c) Includes the Series 2026 GO Bonds that the City intends to issue concurrently with the Obligations under a separate official statement. In the event that the net revenues would prove to be insufficient or the City elects not to pay debt service requirements on the Water and Wastewater Funds Supported General Obligation Bonds from revenues from these enterprises, this debt would become payable from ad valorem taxes.

Direct and Overlapping General Obligation Bonded Debt Ratios*

	Per Capita Bonded Debt Population @ 286,342 *(a)*	As a Percent of City's 2025-26 Net Full Cash Assessed Value	As a Percent of City's 2025-26 Estimated Net Full Cash Value
Direct General Obligation Bonded Debt ($337,932,200)	$1,180.17	4.85%	0.55%
Direct and Overlapping General Obligation Bonded Debt Outstanding ($685,682,576)	$2,394.63	9.84%	1.12%

(a) Includes the Series 2026 GO Bonds.

Source: The Arizona Department of Economic Security, Research Administration Population and Statistical Unit and U.S. Census Bureau, Arizona Department of Administration.

*Preliminary, subject to change.

Direct and Overlapping Tax Rates per $100 Assessed Value

Inside the City, East Valley Institute of Technology and:	Tax rate
Inside Gilbert Unified School District No. 41	$ 9.1814
Inside Mesa Unified School District No. 4	$ 10.0895
Inside Tempe Union High School District No. 213 and Kyrene Elementary School District No. 28	$ 9.5267
Inside Chandler Unified School District No. 80	$ 9.3504

Source: *Maricopa County 2025 Tax Levy*, Maricopa County Department of Finance.

Expenditure Limitation; One-Year and Multi-Year Overrides

Since fiscal year 1982-83, all cities in Arizona have been subject to an annual expenditure limitation imposed by the Arizona Constitution. This limitation is based upon the City's actual 1979-80 expenditures adjusted annually for subsequent growth in population and inflation. The Constitution exempts certain expenditures from the limitation. The principal exemptions for the City are payments for debt service on bonds and other long-term obligations, as well as expenditures of federal funds and certain state-shared revenues.

The Constitution provides four processes, all requiring voter approval, for cities to modify the expenditure limitation:

1. A four-year home rule option.
2. A permanent adjustment to the 1979-80 base.
3. A one-time override for the following fiscal year.
4. An accumulation for pay-as-you-go capital expenditures.

City voters have approved four-year home rule options on a regular basis since the implementation of the expenditure limitation. To the extent that the home rule option is not approved by the voters, the City would be subject to the expenditure limitations prescribed by the Constitution. On August 2, 2022, the City's voters approved a four-year home rule option to exceed the expenditure limitation by the City beginning in Fiscal Year 2023-24. This four-year home rule option will be in effect through fiscal year 2026-27.

City Retirement Systems

All full-time employees of the City, the Mayor and City Council participate in one of the three pension plans administered by the State described below. The Arizona State Retirement System is for the benefit of the employees of the state and certain other governmental jurisdictions. All benefited City employees, except sworn fire and police personnel and the City Council, are included in the plan that is a multiple employer cost-sharing defined benefit pension plan. All sworn fire and police personnel participate in the Public Safety Personnel Retirement System that is an agent multiple-employer defined benefit pension plan. The Mayor and City Council contribute to the State's Elected Officials Retirement Plan ("EORP") that is also a multiple-employer cost-sharing pension plan. The EORP is not described herein because of its relative insignificance to the City's financial statements. See Note 10 in APPENDIX E for further discussion of the retirement plans of the City.

Arizona State Retirement System

All full-time City employees (except public safety personnel and elected officials) participate in the Arizona State Retirement System (the "System"), a multiple-employer cost-sharing defined benefit pension plan. The System was

established in 1953 and became effective in 1971. The System provides for retirement, disability, health insurance premium benefits, and death and survivor benefits. The System is administered in accordance with A.R.S. Title 38, Chapter 5. The System has reported increases in its unfunded liabilities as compared to both the smoothed value of plan assets and the market value of plan assets. The effect of the increase in the System's unfunded liabilities on the City, or on the City's and its employees' future annual contributions to the System, cannot be determined at this time. The most recent annual report for the ASRS may be accessed at: https://www.azasrs.govcontent/annual-reports.

The actuarially determined contribution rates for the fiscal year 2023-24 were 12.29% (12.14% retirement and 0.15% long-term disability) and for fiscal year 2025-26 were 12.17% (12.03% retirement and 0.19% long-term disability) for both employees and employers. The City's contribution to the System for the fiscal year 2023-24 was $11,771,462 and for fiscal year 2024-25 was $13,038,745 (unaudited) equal to the required contributions, not including alternate contributions.

Effective July 1, 2025, the City's annual contribution rates are 12.00% (11.86% retirement and 0.14% long-term disability) for fiscal year 2025-26 for both employees and employers.

Arizona Public Safety Personnel Retirement System (Full-Time Police and Firefighter Employees)

All full-time sworn police officers and firefighters are eligible to participate in the Public Safety Personnel Retirement System (the "PSPRS") in separate agent multiple-employer defined benefit retirement plans. The PSPRS provides for retirement, health insurance premium benefits, and death and survivor benefits. The PSPRS is administered in accordance with A.R.S. Title 38, Chapter 5, Article 4. The PSPRS has reported overall increases in its unfunded liabilities as compared to both the smoothed value of plan assets and the market value of plan assets. The most recent annual report for the PSPRS may be accessed at http://www.psprs.com/investments--financials/annual-reports.

As of June 30, 2024, the City reported the following unfunded liabilities to pensions:

Plan	Net Pension Liabilities
PSPRS – Fire	$11,333,427
PSPRS – Police	$16,998,760

July 2023, the City made a $73 million payment to PSPRS to fund a significant portion of the City's unfunded pension liability with respect to its pension plans in the PSPRS. Additionally, in July 2024, the City made a $7 million payment to PSPRS to pay off the City's current unfunded pension liability with respect to its pension plans in the PSPRS and has budgeted a $25 million payment in the current fiscal year to ensure a fully paid off status for future actuarial results. This has, and will continue to result in significantly reducing the City's future employer contribution rates for funding the City's actuarially required PSPRS contributions.

Healthcare Benefits for Retired Employees

During the year ended June 30, 2018, the City implemented the provisions of GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions ("GASB 75"). The City is required to report the actuarially accrued cost of post-employment benefits, other than pension benefits ("OPEB"), such as health and life insurance for current and future retirees. GASB 75 addresses reporting by governments that provide OPEB by measuring and recognizing net assets or liabilities, deferred outflows of resources, deferred inflows of resources, and expenses/expenditures related to OPEB provided through defined benefit OPEB plans.

The City's employees, their spouses and survivors may be eligible for certain retiree healthcare benefits under healthcare programs provided by the City. Employees on long-term disability and their spouses may also qualify for retiree healthcare benefits through the City. It is expected that substantially all City employees that reach normal or early retirement age while working for the City will become eligible for such benefits. Currently, such retirees may obtain the healthcare benefits offered by the City by paying 100% of the applicable premium. Although the retirees pay 100% of their premium, the retirees' participation in the City's healthcare program affects the City's healthcare costs for its employees and results in an implicit rate subsidy.

The City provides other post-employment benefits to its retirees that consist of an implicit subsidy for healthcare and a retirement health savings (RHS) plan for reimbursement of eligible medical expenses. The City offers the RHS plan to employees and contributes toward a savings plan for each employee that they are eligible to use for medical expense reimbursement at separation from service. The City makes no contribution to the retirees' premiums other than allowing them to participate through the City's pooled benefits. By providing retirees with access to the City's healthcare plans based on the same rates it charges to active employees, the City is in effect providing an implicit subsidy to retirees. This implicit subsidy exists because, on average, retiree healthcare costs are higher than active employee healthcare costs. Because the City does not contribute anything toward this plan in advance, the City employs a pay-as-you-go method through paying the higher rate for active employees each year.

The City's net OPEB liability as of June 30, 2024 was $81,155,281, was determined by an actuarial as of that date and is reflected on the Balance Sheet in the City's Financial Statements. This is calculated based on the annual required contribution (ARC) of the employer, an amount actuarially determined which represents a level of funding that is paid on an ongoing basis, and projected to cover normal cost each year to amortize the unfunded actuarial liability over a period not to exceed thirty years.

PROPERTY TAXES

General

For tax purposes in Arizona, real property and improvements and personal property is either valued by the Maricopa County Assessor (the "Assessor of the County") or the Arizona Department of Revenue. Property valued by the Assessor of the County is referred to as "locally assessed" property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Arizona Department of Revenue is referred to as "centrally valued" property and is generally large mine and utility entities.

Locally assessed property has two different values, Limited Property Value and Full Cash Value (both as defined below). Limited Property Value is used as the basis for taxation. Full Cash Value is used as the ceiling for determining Limited Property Value and for determining debt limits for certain local governmental entities including for school districts.

For centrally valued property and personal property (except mobile homes), Full Cash Value of the property is the basis for taxation of such property and for determining constitutional and statutory debt limits for most local governmental entities.

"Limited Property Value" means, for property in existence in the prior year, the lesser of (a) the Full Cash Value of the property or (b) an amount 5% greater than the Limited Property Value of such property determined for the prior year. Limited Property Value is established at a level or percentage of Full Cash Value comparable to properties of the same or similar use or classification for property erroneously totally or partially omitted from the property tax rolls in the prior year; property for which a change in use occurred; property modified by construction, destruction, or demolition since the preceding valuation year such that the total value of the modification is equal to or greater than 15% of the Full Cash Value; and property that has been split, subdivided or consolidated, with variations depending on when the change occurred. There is no limit on the growth of Full Cash Value.

Primary Taxes

Taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes". These taxes are levied against the Net Assessed Limited Property Value (as defined below) of the taxing jurisdiction. "Net Assessed Limited Property Value" is determined by excluding the value of property exempt from taxation from the Limited Property Value of locally assessed property and from Full Cash Value of centrally valued property and combining the resulting two amounts.

The primary taxes levied by a county, city, town and community college district are constitutionally limited to a maximum increase of 2% over the maximum allowable prior year's levy limit plus any taxes on property not subject to tax in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

Primary taxes on residential property only are constitutionally limited to 1% of the Limited Property Value of such property. This constitutional limitation on residential primary tax levies is implemented by reducing the school districts' taxes. To offset the effects of reduced school district property taxes, the State compensates the school districts by providing additional state aid.

Secondary Taxes

Taxes levied for debt retirement (e.g., debt service on the City's bonds), voter-approved budget overrides and maintenance and operation of special service districts such as sanitary, water conservation, fire, road improvement and career technical education districts are "secondary taxes". Like primary taxes, secondary taxes also are levied against the Net Assessed Limited Property Value of the taxing jurisdiction. There is no constitutional or statutory limitation on annual levies for voter-approved bond indebtedness and certain special district assessments.

Assessment Ratios

All property, both real and personal, is assigned a classification to determine its assessed valuation for tax purposes. Each legal classification is defined by property use and has an assessment ratio (a percentage factor) that is multiplied by the taxable value of the property -- Limited Property Value or Full Cash Value, as applicable -- to obtain the "Assessed Limited Property Value" or the "Full Cash Assessed Value," respectively. The current assessment ratios for each class of property are set forth by tax year in the following table.

PROPERTY TAX ASSESSMENT RATIOS
Tax Year 2019 through Tax Year 2025

	Tax Year				
Property Classification *(a)*	**2021**	**2022**	**2023**	**2024**	**2025**
Mining, utilities, commercial and industrial *(b)*	18%	17.5%	17%	16.5%	16%
Agricultural and vacant land	15	15	15	15	15
Owner occupied residential	10	10	10	10	10
Leased or rented residential	10	10	10	10	10
Railroad, private car company and airline flight property *(c)*	15	15	14	14	13

(a) Additional property classifications exist, but seldom amount to a significant portion of a municipal body's total valuation.

(b) The assessment ratio for this property classification will decrease to 15.5% for tax year 2026 and 15% for each tax year thereafter.

(c) This percentage is determined annually pursuant to Section 42-15005, Arizona Revised Statutes.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue.

Tax Procedures

The Arizona tax year is defined as the calendar year, although tax procedures begin prior to January 1 of the prior fiscal year and continue through May of such fiscal year, when payment of the second installment of property taxes for the tax year becomes delinquent.

The first step in the tax process is the determination of the Full Cash Value of each parcel of real property within the State. "Full Cash Value" is statutorily defined to mean "the value determined as prescribed by statute" or if a statutory method is not prescribed it is "synonymous with market value." "Market Value" means that estimate of value that is derived annually by use of standard appraisal methods and techniques, which generally includes the market approach, the cost approach and the income approach. As a general matter, the various county assessors use a cost approach for commercial/industrial property and a market approach for residential property. Arizona law allows taxpayers to appeal the county assessor's valuations by providing evidence of a lower value, which may be based upon another valuation approach.

In valuing centrally valued property, the Arizona Department of Revenue begins generally with information provided by taxpayers and then applies procedures provided by State law. Appeals are also allowed for such valuations.

On or before the third Monday in August of each year, the Board of Supervisors of the County prepares the tax roll that sets forth the valuation by taxing district of all property in the County subject to taxation. The Assessor of the County is required to complete the assessment roll by December 15th of the year prior to the levy. This tax roll also shows the valuation and classification of each parcel of land located within the County for the tax year. The tax roll is then forwarded to the Treasurer of the County. With the various budgetary procedures having been completed by the governmental entities, the appropriate tax rate for each jurisdiction is then applied to the parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll as it existed on the date of the levy due to appeals or other reasons would reduce the amount of taxes received by each jurisdiction.

The property tax lien on real property attaches on January 1 of the fiscal year the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years.

In the event the County is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the City's tax rate charged to non-bankrupt taxpayers during such subsequent tax years.

Delinquent Tax Procedures

The property taxes due to the City are billed, along with State and other taxes, in September of the calendar tax year and are due and payable in two installments on October 1 and March 1 and become delinquent on November 1 and May 1. Delinquent taxes are subject to an interest penalty of 16% per annum prorated monthly as of the first day of the month. (However, delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year's tax bill by December 31.) After the close of the tax collection period, the Assessor of the County prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes.

Three years after the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer of the County to deliver a treasurer's deed to the certificate holder as prescribed by law.

Chapter 176, Laws of Arizona 2024 (commonly referred to by its original bill number as "SB1431") revises the redemption and foreclosure process for tax lien certificate holders whereby a delinquent taxpayer may request an entry of judgment directing the sale of the property for excess proceeds. If a delinquent taxpayer requests an excess proceeds sale, and an entry of judgment is granted to direct such excess proceeds sale, a tax lien certificate holder's potential financial return on the subject tax lien eligible for foreclosure may decrease relative to the tax lien certificate holder's potential financial return on such tax lien prior to the enactment of SB1431. Therefore, in connection with the new excess proceeds sale process instituted by SB1431, it is reasonable to conclude that "tax sale investors" may be less willing to purchase tax liens. The effective date of SB1431 was September 14, 2024. None of the City, the Financial Advisor, or the counsel or agents of either of them, are able to determine or predict what impact, if any, SB1431 will have on property tax collections in the City.

It should be noted that in the event of a taxpayer filing for relief pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can be attached against the taxpayer's property for property taxes levied during the pending bankruptcy. Such taxes might constitute an unsecured and possibly non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are over secured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect *ad valorem* taxes on property of a taxpayer within the City. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on delinquent property.

It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for bonds issued by the City. None of the City, the Financial Advisor or their respective attorneys, agents or consultants has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

Property Taxes Levied and Collected *(a)*

Fiscal Year	Tax Rate	Adopted Tax Levy	Adjusted Tax Levy as of June 30th *(b)*	Collected to June 30th of Initial Fiscal Year		Adjusted Levy as of 8/1/2025 *(b)*	Cumulative Collections to 8/1/2025 *(b)*	
				Amount	% of Adj. Levy		Amount	% of Adj. Levy
2025/26	$1.0818	$44,616,217	*(c)*	*(c)*	*(c)*	*(c)*	*(c)*	*(c)*
2024/25	1.0826	44,077,813	43,981,192	43,581,476	99.09	43,978,135	43,700,962	99.37
2023/24	1.0926	42,438,232	42,198,604	41,767,411	98.98	41,839,216	41,822,829	99.96
2022/23	1.1026	41,688,388	40,975,432	40,572,165	99.02	40,390,977	40,384,934	99.99
2021/22	1.1126	38,884,287	38,854,096	38,698,830	99.60	38,487,820	38,481,375	99.98

(a) *Taxes are certified and collected by the Treasurer of the County. Taxes in support of debt service are levied by the Board of Supervisors of the County as required by Arizona Revised Statutes. Delinquent taxes are subject to an interest and penalty charge of 16% per annum which is prorated at a monthly rate of 1.33%. Delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment pays the entire year's tax bill by December 31. Interest and penalty collections for delinquent taxes are not included in the collection figures above, but are deposited in the County General Fund.*

(b) *The Tax Levy is adjusted downward in future years after the initial levy as a result of successful taxpayer appeals. The Tax Levy, net of resolutions (as presented in the Maricopa County Treasurer's Office report), is noted in this presentation.*

(c) *In the process of collection.*

SPECIAL NOTE: The assessed valuation of property owned by the Salt River Project Agricultural Improvement and Power District ("SRP") is not included in the assessed valuation of the City in the prior table or in any other valuation information set forth in this Official Statement. Because of SRP's quasi-governmental nature, property owned by SRP is exempt from property taxation.

However, SRP may elect each year to make voluntary contributions in lieu of property taxes with respect to certain of its electrical facilities (the "SRP Electric Plant"). If SRP elects to make the in lieu contribution for the year, the full cash value of the SRP Electric Plant and the in lieu contribution amount is determined in the same manner as the full cash value and property taxes owed is determined for similar non-governmental public utility property, with certain special deductions.

If after electing to make the in lieu contribution, SRP then failed to make the in lieu contribution when due, the Treasurer of the County and the City have no recourse against the property of SRP and the City.

Since 1964, when the in lieu contribution was originally authorized in State statute, SRP has never failed to make that election. The fiscal year 2025-26 estimated in lieu assessed valuation of SRP within the City is $52,822,000 which represents approximately 1.3% of the combined Net Assessed Limited Property Value in the City. SRP's total contribution in lieu of property tax payments (primary & secondary) was $458,191 for fiscal year 2025-26.

Source: Treasurer of the County.

Direct and Overlapping Net Assessed Limited Property Value and Tax Rates
Per $100 Assessed Valuation

Overlapping Jurisdiction	2025-26 Net Assessed Limited Property Value	2025-26 Combined Primary and Secondary Tax Rates Rates Per $100 Net Assessed Limited Property Value
State of Arizona	$ 92,371,826,506	0.0000
Maricopa County	60,724,517,168	1.1591 *(a)*
Maricopa County Community College District	60,724,517,168	1.0828
Maricopa County Fire District Assistance Tax	60,724,517,168	0.0076
Maricopa County Special Health Care District	60,474,824,210	0.2914 *(b)*
Maricopa County Library District	60,724,517,168	0.0462
Maricopa County Flood Control District *(a)*	56,554,825,877	0.1428
Central Arizona Water Conservation District *(b)*	60,474,824,210	0.1400 *(c)*
East Valley Institute of Technology District No. 401	29,382,856,266	0.0500
Chandler Unified School District No. 80	4,139,463,360	5.3487
Tempe Union High School District No. 213	4,880,653,534	2.2586
Kyrene Elementary School District No. 28	2,767,414,742	3.2664
Mesa Unified School District No. 4	4,221,073,957	6.0878
Gilbert Unified School District No. 41	3,032,141,969	5.1797
City of Chandler	4,124,257,465	1.0818

(a) *The assessed value of the Maricopa County Flood Control District does not include the personal property assessed value of the County.*

(b) *Value shown for the Central Arizona Water Conservation District covers only the County portion of such district.*

(c) *Includes Net Assessed Limited Property Value for the East Valley Institute of Technology District No. 401 within Pinal County.*

Source: *Maricopa County 2025 Tax Levy*, Maricopa County Department of Finance.

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Property Value by Property Classification

Set forth below is a breakdown of the Net Full Cash Assessed Property Valuation of the City by property classification.

Class	2025-26	2024-25	2023-24	2022-23	2021-22
Commercial, industrial, utilities and mines	$ 2,101,361,793	$ 2,088,313,938	$ 1,800,359,154	$ 1,534,793,910	$ 1,488,882,870
Agricultural and vacant	99,276,326	98,347,525	82,244,489	72,256,990	76,801,910
Residential (owner occupied)	2,994,162,472	3,264,687,346	2,824,334,410	2,135,013,774	1,990,237,285
Residential (rental)	1,615,665,029	1,645,377,546	1,346,567,408	1,052,393,288	946,787,996
Railroad	4,111,783	4,428,074	3,849,664	2,216,430	2,011,500
Historical property	154,089,850	279,322,237	222,807,895	215,617,419	177,317,246
Commercial historical property	-	-	-	-	-
Certain Government property improvements	490,954	416,490	14,137	529,079	520,137
Totals *(a)*	$ 6,969,158,207	$ 7,380,893,156	$ 6,280,177,157	$ 5,012,820,890	$ 4,682,558,944

(a) Totals may not add up due to rounding.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue.

Net Assessed Limited Property Value of Major Taxpayers

Taxpayer *(a)*	Description	2025-26 Net Assessed Limited Property Value	As % of City's Total 2025-26 Net Assessed Limited Property Value
Intel Corporation	Manufacturing Plant	$181,311,512	4.40%
Salt River Project (T&D)	Utilities	103,079,152	2.50%
CI Phoenix-Chandler I-VII LLC	Commercial Rental Property	33,900,330	0.82%
Wells Fargo Bank NA	Financial Services	26,872,314	0.65%
Salt River Project (CWIP)	Utilities	23,463,746	0.57%
Arizona Public Service	Utilities	20,568,203	0.50%
Southwest Gas Corp	Manufacturing Plant	17,701,242	0.43%
CAZ 7 LLC	Utilities	17,561,974	0.43%
Freescale Semiconductor Inc	Manufacturing Plant	16,871,290	0.41%
TWC-Chandler LLC	Manufacturing Plant	15,849,628	0.38%
Total		**$457,179,391**	**11.09%**
Total City Net Assessed Limited Property Value		**$4,124,257,465**	

(a) Some of the major taxpayers are subject to the informational requirements of the Exchange Act, and in accordance therewith file the Filings with the Commission. The Filings may be inspected and copies are available at the public reference facilities maintained by the Commission. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR database at http://www.sec.gov. None of the City, Special Counsel, the Financial Advisor or their respective agents or consultants have examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same.

Source: County Assessor's Office.

Property Values

The tables below list the various property values for the City for fiscal year 2021-22 through 2025-26. **All values herein are net of the estimated value of property exempt from taxation.**

Property Values for Fiscal Year 2021-22 through 2025-26

Fiscal Year	Net Assessed Limited Property Value	Net Full Cash Assessed Value	Estimated Net Full Cash Value *(a)*
2025-26	$ 4,124,257,465	$ 6,969,158,207	$ 61,419,063,236
2024-25	4,108,053,847	7,380,893,156	66,333,399,270
2023-24	3,900,094,692	6,280,177,157	61,704,952,635
2022-23	3,702,957,065	5,012,820,890	48,805,511,338
2021-22	3,463,794,661	4,682,558,944	40,751,143,934

(a) *Estimated Net Full Cash Value is the total estimated "market value" of taxable property, which is calculated by multiplying the Full Cash Value by the ratio of Net Assessed Full Cash Value divided by the Assessed Full Cash Value. Each value as reported by the Assessor of the County in the State Abstract.*

Source: *Maricopa County 2025 Tax Levy*, Maricopa County Department of Finance and *Abstract and Assessment Roll*, State of Arizona Department of Revenue.

Net Assessed Limited Property Value and Net Full Cash Assessed Value Comparisons and Trends

The tables below are shown to indicate for fiscal year 2021-22 through 2025-26, the (i) Net Assessed Limited Property Values and (ii) Net Full Cash Values of the City, the County and the State of Arizona, each on a comparative basis.

Comparative Net Assessed Limited Property Value Histories

Fiscal Year	City of Chandler	Percent Increase/ (Decrease)	Maricopa County	Percent Increase/ (Decrease)	State of Arizona	Percent Increase/ (Decrease)
2025-26	$4,124,257,465	0.39%	$60,724,517,168	4.11%	$92,371,826,506	4.46%
2024-25	4,108,053,847	5.33%	58,328,686,358	6.59%	88,425,611,337	6.50%
2023-24	3,900,094,692	5.32%	54,722,310,149	6.10%	83,026,514,349	5.89%
2022-23	3,702,957,065	6.90%	51,575,018,189	5.85%	78,405,598,978	5.67%
2021-22	3,463,794,661	6.79%	48,724,126,672	6.61%	74,200,233,397	6.13%

Source: *Maricopa County 2025 Tax Levy*, Maricopa County Department of Finance, *Property Tax Rates and Assessed Values*, Arizona Tax Research Association and *Abstract and Assessment Roll*, State of Arizona Department of Revenue.

Comparative Net Full Cash Value Histories

Fiscal Year	City of Chandler	Percent Increase/ (Decrease)	Maricopa County	Percent Increase/ (Decrease)	State of Arizona	Percent Increase/ (Decrease)
2025-26	$6,969,158,207	-5.58%	$110,166,905,847	-2.04%	$157,397,026,499	-0.98%
2024-25	7,380,893,156	17.53%	112,459,810,477	22.83%	158,962,333,751	22.78%
2023-24	6,280,177,157	25.28%	91,557,158,470	26.74%	129,473,530,919	24.65%
2022-23	5,012,820,890	7.05%	72,238,314,892	6.96%	103,872,223,919	6.77%
2021-22	4,682,558,944	8.68%	67,535,008,138	9.24%	97,282,221,465	8.08%

Source: *Maricopa County 2025 Tax Levy, Maricopa County Department of Finance and Abstract and Assessment Roll, State of Arizona Department of Revenue*.

APPENDIX C

FORM OF OPINION OF SPECIAL COUNSEL

[Closing Date]

U.S. Bank Trust Company,
National Association
Tempe, Arizona

Re: Excise Tax Revenue Obligations, Series 2026 Evidencing Proportionate Interests of the Owners Thereof in Purchase Payments to be Made by the City of Chandler, Arizona to U.S. Bank Trust Company, National Association as Trustee, Dated the Date Hereof

We have examined the transcript of proceedings (the "Transcript") relating to the execution and delivery by U.S. Bank Trust Company, National Association (the "Trustee") of the Excise Tax Revenue Obligations, Series 2026 (the "Obligations"), pursuant to the Series 2026 Trust Agreement, dated as of January 1, 2026 (the "Trust Agreement"), between the Trustee and the City of Chandler, Arizona (the "City"). Each of the Obligations is an undivided, participating, proportionate interest in certain payments to be made by the City pursuant to the Series 2026 Purchase Agreement, dated as of January 1, 2026 (the "Purchase Agreement"), between the Trustee and the City to finance certain projects for the City. In addition, we have examined such other proceedings, proofs, instruments, certificates and other documents as well as such other materials and such matters of law as we have deemed necessary or appropriate for the purposes of the certifications rendered herein below.

In such an examination, we have examined originals (or copies certified or otherwise identified to our satisfaction) of the foregoing and have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to the original documents of all documents submitted to us as copies and the accuracy of the statements contained in such documents. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon the aforesaid documents contained in the Transcript. We have also relied upon the opinions of the City Attorney delivered even date herewith as to the matters provided therein.

Based upon such examination, we are of the opinion that, under the law existing on the date of this opinion:

1. The Obligations, the Trust Agreement and the Purchase Agreement are legal, valid, binding and enforceable in accordance with their respective terms, except that the binding effect and enforceability thereof and the rights thereunder are subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws in effect from time to time affecting the rights of creditors generally; except to the extent that the enforceability thereof and the rights thereunder may be limited by the application of general principles of equity and, as to the Trust Agreement, except to the extent that the enforceability of the indemnification provisions thereof may be affected by applicable securities laws.

2. The obligations of the City pursuant to the Purchase Agreement with respect to payment of principal and interest with respect to the Obligations are solely from the revenues and other moneys pledged and assigned pursuant to the Trust Agreement to secure such payments. Those revenues and other moneys include payments required to be made by the City pursuant to the Purchase Agreement, and the obligation of the City to make those payments is secured by a limited pledge of revenues from "Excise Taxes" as described in, and provided by, the Purchase Agreement. Such payments are not secured by an obligation or pledge of any moneys raised by taxation other than the specified taxes; the Obligations do not represent or constitute a debt or pledge of the general credit of the City and the Purchase Agreement, including the obligation of the City to make the payments required thereunder, does not represent or constitute a debt or pledge of the general credit of the City.

3. (a) Based on the representations and covenants of the City and subject to the assumption stated in the last sentence of this paragraph, under existing statutes, regulations, rulings and court decisions, the portion of each payment made by the City pursuant to the Purchase Agreement, denominated and comprising interest and received by the beneficial owners of the Obligations (the "Interest Portion"), is excludable from the gross income of the owners thereof for federal income tax purposes and is not treated as an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), on applicable corporations (as defined in Section 59(k) of the Code), the Interest Portion is not excluded from the determination of adjusted financial statement income. We express no opinion regarding other federal tax consequences resulting from the receipt or accrual of the Interest Portion on, or ownership or disposition of, the Obligations. The Code includes requirements which the City must continue to meet after the execution and delivery of the Obligations in order that the Interest Portion not be included in gross income for federal income tax purposes. The failure of the City to meet these requirements may cause the Interest Portion to be included in gross income for federal income tax purposes retroactive to their date of execution and delivery. The City has covenanted in the Purchase Agreement to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of the Interest Portion. (Subject to the same limitations in the first numbered paragraph hereof as they would relate to such covenants, the City has full legal power and authority to comply with such covenants.) In rendering the opinion expressed in this paragraph, we have assumed continuing compliance with the tax covenants referred to hereinabove that must be met after the execution and delivery of the Obligations in order that the Interest Portion not be included in gross income for federal tax purposes.

(b) Assuming the Interest Portion is so excludable for federal income tax purposes, the Interest Portion is exempt from income taxation under the laws of the State of Arizona. (We express no opinion regarding other State tax consequences resulting from the receipt or accrual of the Interest Portion on, or disposition or ownership of, the Obligations.)

Our opinion represents our legal judgment based upon our review of the law and the facts we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof, and we assume no obligation to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

APPENDIX D

SUMMARIES OF SELECT PROVISIONS OF PRINCIPAL DOCUMENTS

DEFINITIONS OF CERTAIN TERMS

In addition to the terms defined elsewhere herein, the following terms shall, for all purposes of the Trust Agreement and the Purchase Agreement have the following meanings:

"**Acquisition Fund**" means the fund of that name established pursuant to the Trust Agreement.

"**Additional Parity Obligations**" means any additional obligations which may hereafter be issued or incurred by the City (or any financing conduit acting on behalf of the City) having a lien upon and payable from revenues from Excise Taxes on a parity with, and in compliance with the terms of, the then-outstanding Parity Obligations.

"**Annual Debt Service**" means the amount to be paid in any Fiscal Year with respect to the Parity Obligations for payment of principal and interest requirements.

"**Available Revenues**" means, for any Fiscal Year, revenues from Excise Taxes actually received in such Fiscal Year.

"**Business Day**" means any day of the week other than a Saturday, Sunday or a day which shall be in the State a legal holiday or a day on which the Trustee is authorized or obligated by law or executive order to close or a day on which the Federal Reserve is closed as modified by the effect of Section 9.6 of the Trust Agreement.

"**Certificate of Completion**" means the notice of completion, filed with the Trustee by the City Representative, stating that the Project has been substantially completed.

"**City Representative**" means the City Manager, the Deputy City Manager/Chief Financial Officer or any other person authorized by the City Manager, the Deputy City Manager/Chief Financial Officer or the Mayor and Council to act on behalf of the City with respect to the Trust Agreement.

"**Completion Date**" means the date on which the Certificate of Completion is filed with the Trustee by the City Representative.

"**Defeasance Obligations**" means, to the extent permitted by law, (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, or (4) any combination thereof.

"**Delivery Costs**" means all items of expense directly or indirectly payable by or reimbursable to the City or the Trustee relating to the sale and execution and delivery of the Purchase Agreement, the Trust Agreement and the Obligations, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee, financing discounts, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Obligations and charges and fees in connection with the foregoing.

"**Delivery Costs Fund**" means the fund of that name established pursuant to the Trust Agreement and held by the Trustee.

"**Depository Trustee**" means any bank or trust company, which may include the Trustee or its affiliate, designated by the City, with a combined capital and surplus of at least Fifty Million Dollars ($50,000,000) and subject to supervision or examination by federal or State authority.

"Event of Default" means an event of default under the Purchase Agreement.

"**Excise Taxes**" means all unrestricted excise, transaction, franchise, privilege and business taxes, state-shared sales and income taxes, fees for licenses and permits, and state revenue-sharing, now or hereafter validly imposed by the City or contributed, allocated and paid over to the City and not earmarked by the contributor for a contrary or inconsistent purpose. Excise Taxes include, without limitation, all fines and forfeitures. Revenues generated by the City from development impact fees will not be deemed Excise Taxes for the purposes of the Purchase Agreement and Trust Agreement. Revenues received by the City from vehicle license taxes charged by the State of Arizona will not be deemed Excise Taxes for purposes of the Purchase Agreement and the Trust Agreement. The City may impose taxes for restricted purposes the revenues from which will not be Excise Taxes and will not be pledged to the payment of the amounts due pursuant to the Purchase Agreement and the Trust Agreement.

"**Fiscal Year**" means the fiscal year of the City, currently the period July 1, through June 30.

"**Fitch**" means Fitch Ratings, Inc., its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency that may be designated by the City by written notice to the Trustee.

"**Interest Payment Date**" means each January 1 and July 1, while any Obligations are Outstanding provided that, if any such day is not a Business Day, any payment due on such date may be made on the next Business Day, without additional interest and with the same force and effect as if made on the specified date for such payment.

"**Market Value**" means the indicated bid value of the investment or investments to be valued as shown in The Wall Street Journal or any publication having general acceptance as a source of valuation of the same or similar types of securities or any securities pricing service available to or used by the Trustee and generally accepted as a source of valuation (on which the Trustee may conclusively rely, without liability).

"**Maximum Annual Debt Service**" means the greatest Annual Debt Service in any Fiscal Year. For the purposes of calculating the Maximum Annual Debt Service with respect to any Fiscal Year in connection with the incurrence of Additional Parity Obligations and whether the City is required to fund the Reserve Fund, (i) the interest falling due during such Fiscal Year may be reduced to the extent that such interest is payable from the proceeds of the Additional Parity Obligations proposed to be incurred or other amounts set aside for such purposes at the time such Additional Parity Obligations are incurred) and (ii) the principal (or mandatory sinking fund, installment purchase price, lease-rental or similarly denoted principal payment obligation) payments or deposits required with respect to the Outstanding Parity Obligations during such period shall be computed on the assumption that no portion of such Parity Obligations shall cease to be Outstanding during such Fiscal Year except by reason of the application of such scheduled payments. Further, for purposes of the aforementioned calculation of Maximum Annual Debt Service, to the extent the interest on any Outstanding Parity Obligations or the Additional Parity Obligations proposed to be incurred is payable pursuant to a variable interest rate formula, the interest rate on such Parity Obligations for Fiscal Years when the actual interest rate on such Parity Obligations cannot yet be determined shall be assumed to be equal to the higher of (i) the average annual interest rate on such Parity Obligations over the last five Fiscal Years or since the date of execution and delivery of such Parity Obligations if less than five years; or (ii) if the terms of such Parity Obligations provide for conversion of the interest rate payable on such obligations to a fixed interest rate for the remainder of their term to maturity, an interest rate per annum determined in accordance with the provisions of such obligations as if the interest rate payable thereon were being converted to a fixed interest rate for the remainder of their term to maturity.

"**Moody's**" means Moody's Investors Service, Inc., its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency that may be designated by the City by written notice to the Trustee.

"**Obligations**" means the City of Chandler, Arizona Excise Tax Revenue Obligations, Series 2026.

"**Outstanding**" refers to Obligations issued in accordance with the Trust Agreement, excluding: (i) Obligations which have been exchanged or replaced, or delivered to the Trustee for credit against a mandatory redemption installment; (ii) Obligations which have been paid; (iii) Obligations which have become due and for the payment of

which moneys have been duly provided to the Trustee; and (iv) Obligations for which there have been irrevocably set aside with a Depository Trustee sufficient moneys or obligations permitted by the Purchase Agreement bearing interest at such rates and with such maturities as will provide sufficient funds to pay the principal of and premium, if any, and interest on such Obligations, provided, however, that if any such Obligations are to be redeemed prior to maturity, the City shall have taken all action necessary to redeem such Obligations and notice of such redemption shall have been duly mailed in accordance with the proceedings under which such Obligations were issued or irrevocable instructions so to mail shall have been given to the Trustee.

"**Owner**" or any similar term, when used with respect to an Obligation means the person in whose name such Obligation shall be registered.

"**Parity Obligations**" means the 2015 Agreement, the 2016 Refunding Agreement, the 2017 Agreement, the 2019 Agreement, the 2021 Agreement, the 2023 Agreement, and the Purchase Agreement and any Additional Parity Obligations.

"**Payment Fund**" means the fund of that name established pursuant to Trust Agreement.

"**Payments**" means the Payments required to be paid by the City pursuant to Section 1(c) of the Purchase Agreement and as set forth in the Schedule to the Purchase Agreement.

"**Permitted Investments**" means any investment permitted by Section 35-323, Arizona Revised Statutes, as amended, or any successor provision thereto.

"**Project**" means the construction, expansion and improvement of certain capital improvements to the City's water and wastewater system.

"**Project Costs**" means, with respect to the Project, all architectural, engineering, soils, survey, archaeology, demolition, construction management fees, development fees, contingencies and other related costs of installation, construction and other matters necessary for the Project and all costs incurred by the Trustee or the City with respect to the transaction to which the Trust Agreement pertains.

"**Purchase Agreement**" means the Series 2026 Purchase Agreement, dated as of January 1, 2026, by and between the City and the Seller.

"**Rating Agency**" or "**Rating Agencies**" means S&P, Moody's and Fitch or any other nationally recognized securities rating agency requested by the City to rate the Obligations.

"**Reserve Fund**" means the City of Chandler Water and Wastewater Project Reserve Fund (2026) established pursuant to the Trust Agreement.

"**Reserve Fund Guarantor**" shall mean the issuer of the Reserve Fund Guaranty.

"**Reserve Fund Guaranty**" shall mean a letter of credit, surety bond or similar arrangement representing the irrevocable obligation of the Reserve Fund Guarantor to pay to the Trustee upon request made by the Trustee up to an amount stated therein for application as provided in the Trust Agreement.

"**Reserve Fund Guaranty Agreement**" shall mean the reimbursement agreement, loan agreement or similar agreement between the City and a Reserve Fund Guarantor with respect to repayment of amounts advanced under the Reserve Fund Guaranty.

"**Reserve Fund Guaranty Coverage**" shall mean the amount available at any particular time to be paid to the Trustee under the terms of the Reserve Fund Guaranty.

"**Reserve Fund Requirement**" means, if the Reserve Fund is required to be funded, an amount equal to the lesser of (a) ten percent (10%) of the stated principal amount of the Obligations at original issuance, (b) the Maximum Annual Debt Service requirement of the Obligations at original issuance, or (c) one hundred twenty-five percent (125%)

of the average Annual Debt Service requirement of the Obligations at original issuance; provided, however, that at the time of issuance of any Additional Parity Obligations the Reserve Fund Requirement shall be increased so that the total amount held in the Reserve Fund shall not exceed the lesser of (i) ten percent (10%) of the stated principal amount of the Outstanding Parity Obligations at original issuance, (ii) the Maximum Annual Debt Service requirement of the Outstanding Parity Obligations, or (iii) one hundred twenty-five percent (125%) of the average Annual Debt Service requirement of the Outstanding Parity Obligations. During the 36-month buildup of the Reserve Fund described in Section 3.3, if funding of the Reserve Fund is required, the Reserve Fund Requirement on any date shall be that portion of the Reserve Fund Requirement which was required to have been deposited by such date. If the Reserve Fund is not required to be funded, the Reserve Fund Requirement is $0.00.

"**Reserve Fund Value**" means the aggregate of the Reserve Fund Guaranty Coverage and the value of moneys and investments credited to the Reserve Fund, the value of investments to be the Market Value.

"**Seller**" means the Trustee in its separate capacity as Seller pursuant to the Purchase Agreement.

"**Special Counsel's Opinion**" means an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

"**State**" means the State of Arizona.

"**2015 Agreement**" means the Agreement, dated as of December 1, 2015, by and between the City and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association).

"**2016 Refunding Agreement**" means the Agreement, dated as of September 1, 2016, by and between the City and Zions Bank, a division of ZB, National Association.

"**2017 Agreement**" means the Agreement, dated as of December 1, 2017, by and between the City and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association).

"**2019 Agreement**" means the Agreement, dated as of December 1, 2019, by and between the City and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association).

"**2021 Taxable Agreement**" means the Agreement, dated as of December 1, 2021, by and between the City and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association).

"2023 Agreement" means the Series 2023 Purchase Agreement, dated as of December 1, 2023, by and between the City and U.S. Bank Trust Company, National Association.

TRUST AGREEMENT

The following, in addition to the information under the headings "INTRODUCTORY STATEMENT" and "SECURITY AND SOURCES OF PAYMENT," is a summary of certain provisions of the Trust Agreement to which document, in its entirety, reference is hereby made for a more complete description of its terms.

Establishment and Application of Acquisition Fund.

The Trustee will establish the Acquisition Fund, shall keep Acquisition Fund separate and apart from all other funds and moneys held by it and shall administer such Acquisition Fund as provided in the Trust Agreement. The Trustee will pay the requested amount for Project Costs within three (3) business days following submission of an appropriate request form. On the Completion Date, all remaining moneys in the Acquisition Fund shall be transferred to the Payment Fund and applied by the Trustee to the Payments due from the City on the next succeeding Interest Payment Date and the Acquisition Fund shall be closed.

If any shortfall or deficiency occurs in the Acquisition Fund, the City will pay such amounts to the Trustee.

Amounts in the Acquisition Fund will be used to pay principal of and interest on the Obligations if insufficient funds are available to make such payments.

Establishment and Application of Delivery of Costs Fund. The Trustee will establish a Delivery Costs Fund, shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in the Trust Agreement. Amounts in the Delivery Costs Fund shall be disbursed for the payment of Delivery Costs. On the earlier of April 1, 2026, or when all Delivery Costs have been paid, the Trustee will transfer any amounts remaining in the Delivery of Costs Fund to the Payment Fund.

Reserve Fund. The Trustee will establish a Reserve Fund. So long as the aggregate amount of revenues from Excise Taxes pledged and received by or on behalf of the City in the immediately preceding Fiscal Year is at least two times the Maximum Annual Debt Service requirement for the current or any future Fiscal Year for all Outstanding Parity Obligations, then the City is not obligated to fund the Reserve Fund. If such revenues from Excise Taxes are less than two times such Maximum Annual Debt Service requirement, the City will, in addition to the other Payments required under the Purchase Agreement, pay to the Trustee for deposit into the Reserve Fund, on the first day of each month commencing the first month after the Available Revenues are below the required amount, one thirty-sixth (1/36th) of the Reserve Fund Requirement, until the amount in the Reserve Fund equals the Reserve Fund Requirement. If at the close of any Fiscal Year, Available Revenues are less than two times such Maximum Annual Debt Service requirement, the City shall so notify the Trustee in writing. Such notification will contain specifics as to the amount of the Reserve Fund Requirement and the payments that will be due each month. The Trustee shall have no duty to monitor or determine the amount of Available Revenues.

In lieu of funding the Reserve Fund with cash payments or in combination with funding with cash payments, the City may deliver to the Trustee a Reserve Fund Guaranty as described in the Trust Agreement. The Trustee is authorized and directed to execute (if requested by the City), deliver and comply with all of the terms and conditions of any Reserve Fund Guaranty and Reserve Fund Guaranty Agreements and related restrictions or directions in connection with the Obligations and any Additional Parity Obligations. The Trustee shall have no obligation to confirm that any Reserve Fund Guaranty meets the requirements of the Trust Agreement. If the City provides a Reserve Fund Guaranty in combination with the funding of cash payments, the City shall notify the Trustee in writing as to the amount of the cash payments that will be due each month thereafter. To the extent the City directs the Trustee to enter into any Reserve Fund Guaranty and Reserve Fund Guaranty Agreement, the City shall be deemed to have determined that such Reserve Fund Guaranty and Reserve Fund Guaranty Agreement meet the requirements of the Trust Agreement.

The Reserve Fund shall be an integrated and indivisible common Reserve Fund established and required under the Trust Agreement for all Parity Obligations except to the extent that the City establishes a separate reserve fund for any Additional Parity Obligations or no reserve fund is required for any Additional Parity Obligations. Amounts in the Reserve Fund shall be available to be applied as provided in the Trust Agreement.

Amounts in the Reserve Fund shall be drawn out by the Trustee and used to make payment of principal and interest on the Obligations, and on any Parity Obligations secured by the common reserve fund, in the event that amounts in the Payment Fund or other funds held for payment of principal and interest on such Parity Obligations are insufficient.

In the event that after the initial completed funding of the Reserve Fund the Reserve Fund Value is less than the Reserve Fund Requirement, the City shall, in addition to the other Payments provided under the Purchase Agreement, immediately pay to the Trustee an amount sufficient to cause the Reserve Fund Value to equal the Reserve Fund Requirement.

In connection with the execution and delivery of any Additional Parity Obligations, if the above conditions requiring the funding of the Reserve Fund have occurred and if the City elects to fund the reserve fund with respect to such Additional Parity Obligations, the Reserve Fund shall be funded in an amount equal to the Reserve Fund Requirement which applies after the execution and delivery of such Parity Obligations or the City shall deliver to the Trustee a Reserve Fund Guaranty complying with the requirements of Section 3.4 of the Trust Agreement, or a combination of the foregoing. Notwithstanding the foregoing, the City reserves the right to not require a reserve fund with respect to Additional Parity Obligations or to establish a separate reserve fund for any or all executions and deliveries of Additional Parity Obligations which may, in lieu of the Reserve Fund created in the Trust Agreement, be funded (if the above conditions for funding the Reserve Fund occur) with the Reserve Fund Requirement applicable to

such issue or covered by a Reserve Fund Guaranty or a combination thereof, provided that amounts to be paid into any such separate reserve fund or to pay the Reserve Fund Guarantor, other than from proceeds of such issue, shall be made on a parity with payments into the Reserve Fund and shall not exceed, in any bond year, the proportionate deficit payment allocable to such separate reserve fund. For the purposes of the Trust Agreement, "proportionate deficit payment" means an amount which bears the same proportion to the deficit in a given separate reserve fund that the amount available to remedy deficits in the Reserve Fund and all separate reserve funds bears to the aggregate deficit or deficits in the Reserve Fund and all separate reserve funds.

With respect to the Obligations or any Parity Obligations with respect to which a Reserve Fund Guaranty is then in effect, if on the Business Day preceding any day on which Payments or other debt service is due on the Obligations or Parity Obligations there are not to the knowledge of the Trustee on deposit in the applicable payment fund and the Reserve Fund sufficient moneys to pay all Payments or debt service to become due on such date, the Trustee shall immediately notify the Reserve Fund Guarantor of such deficiency and shall do all things necessary under the terms of the Reserve Fund Guaranty to realize and receive on or before such date or as soon thereafter as is practicable moneys in the amount of such deficiency. All amounts received by the Trustee as payments under the Reserve Fund Guaranty shall be deposited to the Reserve Fund.

To the extent any moneys have been withdrawn from the Reserve Fund by the Trustee, no portion of the revenues from Excise Taxes shall be considered surplus revenues or available to the City until such Excise Taxes, or other available moneys, have first been applied to the extent required to reimburse the Reserve Fund for any such withdrawal or to increase the Reserve Fund Value to the Reserve Fund Requirement. If a Reserve Fund Guaranty is in effect with respect to any obligations, reimbursements to the Reserve Fund for such obligations shall be applied, first, to the extent a Reserve Fund Guaranty Agreement so requires, to pay to the Reserve Fund Guarantor any amounts owed to it pursuant to the Reserve Fund Guaranty Agreement and then to the Reserve Fund.

If on any January 1 or July 1, the Reserve Fund Value exceeds the Reserve Fund Requirement, such excess shall be transferred to the Payment Fund or other applicable payment fund in proportion to the amounts next to come due on Parity Obligations for which a separate reserve fund is not established or for which no reserve fund is required or to reimburse any amounts drawn on the Reserve Fund Guaranty and any interest thereon except, with respect to the Obligations or any issue of Additional Parity Obligations with respect to which a Reserve Fund Guaranty is in effect, as may otherwise be provided in the Reserve Fund Guaranty Agreement.

Any investment earnings allocated to the Reserve Fund pursuant to the Trust Agreement shall be used first to cause the amount on deposit in the Reserve Fund to equal the Reserve Fund Requirement or to reimburse any amounts drawn on the Reserve Fund Guaranty and any interest thereon and, to the extent not necessary for such purpose, shall be transferred by the Trustee to the Payment Fund or to any other payment fund for Outstanding Parity Obligations for which a separate reserve fund is not established.

Reserve Fund Guaranty. If at any time the City shall deliver to the Trustee (a) a Reserve Fund Guaranty, (b) an opinion of counsel delivered pursuant to Section 10.4 of the Trust Agreement stating that the delivery of such Reserve Fund Guaranty to the Trustee is authorized under the Trust Agreement and complies with the terms of the Trust Agreement and thereof, (c) evidence that the Reserve Fund Guarantor is rated "AA" or better by the Rating Agencies rating the Obligations, and (d) a letter from each Rating Agency stating that (i) the issuance of the Reserve Fund Guaranty to the Trustee and (ii) if a Reserve Fund Guaranty is then in effect with respect to the Reserve Fund, the substitution of the proposed Reserve Fund Guaranty for the Reserve Fund Guaranty then in effect, will not, by itself, result in a reduction or withdrawal of its rating on the Parity Obligations, and if such rating shall be in effect on the date of such issuance and, if applicable, substitution, then the Trustee shall accept such Reserve Fund Guaranty and promptly surrender the previously held Reserve Fund Guaranty, if any, to the issuer thereof for cancellation.

Establishment and Application of Payment Fund. The Trustee shall establish the Payment Fund. So long as any Obligations are Outstanding, the City shall have no beneficial right or interest in the Payment Fund or the moneys deposited therein, except only as provided in the Trust Agreement, and such moneys shall be used and applied by the Trustee as described in the Trust Agreement.

Separate Funds and Accounts. Monies and investments properly paid into and held in the funds and accounts established under the Trust Agreement shall not be subject to the claims of the owners of any Parity Obligations, except

to the extent applicable for the Reserve Fund or moneys drawn on a Reserve Fund Guaranty, and the Owners of the Obligations shall have no claim or lien upon any monies or investments properly paid into and held in the funds and accounts established under the proceedings for any Parity Obligations other than the Reserve Fund (unless a separate reserve fund is established) or monies drawn on a Reserve Fund Guaranty (unless a separate reserve fund guaranty is obtained).

Held in Trust. The moneys and investments held by the Trustee under the Trust Agreement are irrevocably held in trust for the benefit of the Owners of the Obligations, and for the purposes of the Trust Agreement specified, and such moneys, and any income or interest earned thereon, will be expended only as provided in the Trust Agreement and will not be subject to levy or attachment or lien by or for the benefit of any creditor of the City or any Owner of the Obligations.

Investments Authorized. Upon written order of the City Representative, moneys held by the Trustee will be invested and re-invested in certain investments permitted under the Trust Agreement having the highest yield reasonably obtainable. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by the Trust Agreement. The Trustee may act as purchaser or agent in the making or disposing of any investment.

Allocation of Earnings Any income, profit or loss on such investments will be deposited in or charged to the respective funds from which such investments were made, and any interest on any deposit of funds will be deposited in the fund from which such deposit was made, except as otherwise provided. At the direction of the City Representative, any such income, profit or interest will be transferred and applied if necessary to pay any rebate due with respect to the Obligations pursuant to the Internal Revenue Code.

Appointment of the Trustee. The City will maintain as the Trustee a bank or trust company with a combined capital and surplus of at least $50,000,000, and subject to supervision or examination by federal or State authority so long as any of the Obligations are Outstanding. If such bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority, then the combined capital and surplus of such bank or trust company will be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Liability of Trustee; Standard of Care. Except with respect to its authority and power generally and authorization to execute the Trust Agreement, the recitals of facts, covenants and agreements in the Trust Agreement, in the Purchase Agreement and in the Obligations will be taken as statements, covenants and agreements of the City, and the Trustee will assume no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of the Trust Agreement, the Purchase Agreement or the Obligations or will incur any responsibility in respect of the Trust Agreement, Purchase Agreement or Obligations, other than in connection with the duties or obligations in the Trust Agreement or in the obligations assigned to or imposed upon them, respectively. Prior to the occurrence of an Event of Default under the Trust Agreement, or after the timely cure of an Event of Default, the Trustee will perform only such duties as are specifically set forth in the Trust Agreement and no implied obligations or covenants should be read into the Trust Agreement against the Trustee. After the occurrence of an Event of Default, the Trustee will exercise such of the rights and powers vested in it, and use the same degree of care and skill in such exercise, as a prudent person would exercise under the circumstances in the conduct of its own affairs.

Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company is eligible under the Trust Agreement, will be the successor to the Trustee without the execution or filing of any paper or further act, anything in the Trust Agreement to the contrary notwithstanding.

Protection and Rights of the Trustee. The Trustee will be protected and will incur no liability in acting or proceeding in good faith upon any document which it in good faith believes to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of the Trust Agreement, and the Trustee will be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such document, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee will not be bound to recognize any person as an Owner of Obligations or to take any action at the request thereof unless such Obligation will be deposited with the Trustee and

satisfactory evidence of the ownership of such Obligation will be furnished to the Trustee. The Trustee may consult with counsel with regard to legal questions, and the opinion of such counsel will be full and complete authorization and protection in respect of any action taken or suffered by it in good faith.

Whenever in the administration of its duties under the Trust Agreement, the Trustee deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action thereunder, such matter (unless other evidence in respect thereof be specifically prescribed) will be deemed to be conclusively proved and established by the certificate of the City Representative and such certificate will be full warranty to the Trustee for any action taken or suffered under the provisions of the Trust Agreement upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Trustee may become the Owner of the Obligations with the same rights it would have if it were not the Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Obligations, whether or not such committee will represent the Owners of the majority in principal amount of the Obligations then Outstanding.

The Trustee will not be answerable for the exercise of any discretion or power under the Trust Agreement or for anything whatever in connection with the funds established thereunder, except only for its own willful misconduct or negligence.

No provision in the Trust Agreement will require the Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

The Trustee will not be required to take notice or be deemed to have notice of any default or an Event of Default, except for nonpayment of amounts due under the Trust Agreement or the Purchase Agreement, unless the Trustee has actual notice thereof or is specifically notified in writing of such default by the City or the Owners of at least twenty-five percent (25%) in aggregate principal amount of the Obligations then Outstanding.

Compensation of Trustee. The City will from time to time, as agreed upon between the City and the Trustee, pay to the Trustee reasonable compensation for its services, including but not limited to advances to, and reasonable fees and expenses of, independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties. If the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Removal and Resignation of Trustee. The Trustee may be removed by the City (if not in default) or by the Owners of a majority in aggregate principal amount of the Obligations Outstanding, at any time upon thirty (30) days prior written notice.

The Trustee at any time may resign by giving written notice to the City. Such resignation will become effective upon the appointment of a successor Trustee by the City.

Amendments Permitted.

The Trust Agreement and the rights and obligations of the Owners of the Obligations and the Purchase Agreement may be modified or amended at any time by a supplemental or amending agreement, which will become effective upon the written consent of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, exclusive of certain disqualified Obligations. No such modification or amendment will (1) extend or have the effect of extending the fixed maturity of any Obligation or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the redemption thereof, without the express consent of the Owner of such Obligation, or (2) reduce or have the effect of reducing the percentage of Obligations required for the affirmative vote or written consent to an amendment or

modification of the Trust Agreement or the Purchase Agreement, or (3) modify any of the rights or obligations of the Trustee without its written assent thereto.

The Trust Agreement and the rights and obligations of the Owners of the Obligations, and the Purchase Agreement may be modified or amended at any time by a supplemental or amending agreement, without the consent of any such Owners, but only (1) to provide for additions or modifications to the Project, (2) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power reserved to the Trustee (for its own behalf) or the City, (3) to secure additional revenues or provide additional security or reserves for payment of the Obligations, (4) to comply with the requirements of any state or federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder, (5) to provide for the appointment of a successor trustee pursuant to the terms of the Trust Agreement, (6) to preserve the exclusion of the interest on the Obligations from gross income for purposes of federal or State income taxes and to preserve the power of the City to continue to issue bonds or incur other obligations the interest on which is likewise exempt from federal and State income taxes, (7) to cure, correct or supplement any ambiguous or defective provision contained in the Trust Agreement or the Purchase Agreement, (8) to facilitate the incurrence of Additional Parity Obligations, (9) with respect to rating matters, or (10) in regard to questions arising under the Trust Agreement or under the Purchase Agreement, as the parties to the Trust Agreement or the Purchase Agreement may deem necessary or desirable and which will not materially adversely affect the interests of the Owners of the Obligations as evidenced by a Special Counsel's Opinion delivered by the City to the Trustee. Any such supplemental or amending agreement will become effective upon execution and delivery by the parties to the Trust Agreement or the Purchase Agreement.

Procedure for Amendment With Written Consent of Obligation Owners. A copy of the proposed supplemental or amending agreement, together with a consent request, must be mailed to each Owner of an Obligation, but failure to mail copies of such supplemental or amending agreement and request does not affect the validity of the supplemental or amending agreement when assented to by a majority in principal amount of the Obligations then Outstanding (exclusive of Obligations then disqualified). The supplemental or amending agreement will not become effective until the required Owners have consented and the Trustee has mailed notice to the Owners of the Obligations stating in substance that such supplemental or amending agreement has been consented to by the Owners of the required percentage of Obligations and will become effective (but failure to mail copies of said notice shall not affect the validity of such supplemental or amending agreement or consents thereto).

Disqualified Obligations. Obligations owned or held by or for the account of the City or by any person directly or indirectly controlled by, or under direct or indirect common control with the City (except any Obligations held in any pension or retirement fund) will not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Obligations provided for in the Trust Agreement, and will not be entitled to vote upon, consent to, or take any other action provided therein.

No Liability of the City for Trustee Performance. The City will have no obligation or liability to any of the other parties or to the Owners with respect to the performance by the Trustee of any duty imposed upon it under the Trust Agreement.

Remedies Upon Default; No Acceleration. If an Event of Default shall happen, then and in each and every such case during the continuance of such Event of Default, the Trustee may, or upon request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding and receiving indemnity satisfactory to it will, exercise one or more of the remedies granted pursuant to the Purchase Agreement; provided, however, that notwithstanding anything in the Trust Agreement or in the Purchase Agreement to the contrary, there will be no right under any circumstances to accelerate the maturities of the Obligations or otherwise to declare any of the Payments not then past due or in default to be immediately due and payable.

Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken pursuant to the provisions of the Trust Agreement or the Purchase Agreement and any moneys held as part of the trust estate shall be applied by the Trustee in the order following:

First, to the payment of the fees, costs and expenses of the Trustee and then of the Obligation Owners in declaring such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel and any outstanding fees and expenses of the Trustee,

Second, to the payment of the whole amount then owing and unpaid with respect to the Obligations and, in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Obligations, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, and upon being indemnified to its satisfaction therefor, will, proceed to protect or enforce its rights or the rights of the Owners of the Obligations by a suit in equity or action at law for the specific performance of any covenant or agreement contained in the Trust Agreement.

Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, it will have full power, in the exercise of its discretion for the best interests of the Owners of the Obligations, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee will not discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, without the consent of the Owners of a majority in aggregate principal amount of the Obligations Outstanding.

Limitation on Obligation Owners' Right to Sue. No Owner of any Obligation will have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon the Trust Agreement, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default under the Trust Agreement; (b) the Owners of at least a majority in aggregate principal amount of all Obligations then Outstanding shall have made written request upon the Trustee to exercise the powers granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity satisfactory to it against the costs, expenses, and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

No one or more Owners of Obligations will have any right in any manner whatever by his or their action to enforce any right under the Trust Agreement, except in the manner therein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner therein provided and for the equal and proportionate benefit of all Owners of the Outstanding Obligations.

The right of any Owner of any Obligation to receive payment of said Owner's proportionate interest in the Payments as the same become due, or to institute suit for the enforcement of such payment, will not be impaired or affected without the consent of such Owner.

Defeasance. If and when any Outstanding Obligation or portion thereof shall be paid and discharged in any one or more of the following ways:

(a) By paying or causing to be paid the principal of and interest and redemption premium, if any, with respect to such Obligations Outstanding, as and when the same become due and payable;

(b) By depositing with a Depository Trustee, in trust for such purpose, at or before maturity, money which, together with the amounts then on deposit in the Payment Fund is fully sufficient to pay or cause to be paid such Obligations Outstanding, including all principal, interest and redemption premium, if any; or

(c) By depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are noncallable in such amount as shall be certified to the Trustee and the City in a report by an independent firm of nationally recognized certified public accountants acceptable to the Trustee and the City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit in the Payment Fund together with the interest to accrue thereon, to pay and discharge or cause to be paid and discharged such Obligations (including all principal, interest and redemption premium, if any) at their respective maturity or prior redemption dates; notwithstanding that any Obligations shall not have been surrendered for payment, all obligations of the Trustee and the City with respect to such Outstanding Obligations will cease and terminate, except only the obligation of the Trustee to pay or cause to be

paid, from funds deposited pursuant to paragraphs (b) or (c) above and paid to the Trustee by the Depository Trustee, to the Owners of the Obligations not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraphs (b) or (c), the Obligations will continue to represent direct and proportionate interests of the Owners thereof in such funds.

If any Obligation or portion thereof will not mature within sixty (60) days of the deposit referred to in paragraphs (b) or (c) above, the Trustee shall give notice of such deposit by first class mail to the Owners.

PURCHASE AGREEMENT

The following, in addition to the information under the headings "INTRODUCTORY STATEMENT" and "SECURITY AND SOURCES OF PAYMENT," is a summary of certain provisions of the Purchase Agreement to which document, in its entirety, reference is hereby made for a more complete description of its terms.

Term and Payments.

In order to finance the costs of the Project, City sells and conveys interests in the Project to the Trustee. For amounts payable under the Trust Agreement (including the Payments), Trustee sells and conveys back to City and City purchases and accepts from Trustee, any interests Trustee has in the Project. The City agrees to make Payments to Trustee on the dates and in the amounts set forth in the Purchase Agreement.

The City will also pay all amounts necessary to fund the Reserve Fund as described in the Trust Agreement.

The obligations of the City to make the Payments from the sources described and to perform and observe the other agreements contained in the Purchase Agreement will be absolute and unconditional and will not be subject to any defense or any right of set-off, abatement, counterclaim, or recoupment arising out of any breach of Trustee of any obligation to City or otherwise, or out of indebtedness or liability at any time owing to City by the Trustee. Until such time as all of the Payments shall have been fully paid or provided for, City (i) will not suspend or discontinue the Payments, (ii) will perform and observe all other agreements contained in the Purchase Agreement, and (iii) will not terminate the Purchase Agreement for any cause.

Pledge; Limited Obligations. Revenues from Excise Taxes are pledged by City to the payment of all amounts described in Purchase Agreement (including the Payments), and such amounts shall be secured by a paramount and first lien on and pledge of revenues from Excise Taxes, on parity with the pledge and lien granted by City for the payment and security of the 2015 Agreement, the 2016 Refunding Agreement, the 2017 Agreement, the 2019 Agreement, the 2021 Taxable Agreement, the 2023 Agreement, and any Additional Parity Obligations hereafter incurred. City shall make said payments from revenues from Excise Taxes (first making the Payments and thereafter making the other required payments). All of such payments are coequal as to the pledge of and lien on revenues from Excise Taxes pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from revenues from Excise Taxes or security therefor.

City shall remit to Trustee from revenues from Excise Taxes all amounts due under the Purchase Agreement in the amounts and at the times and for the purposes as required therein. The obligation of City to make payments of any amounts due under the Purchase Agreement, including amounts due after default or termination of the Purchase Agreement, is limited to payment from revenues from Excise Taxes and shall under no circumstances constitute a general obligation or a pledge of the full faith and credit of City, the State or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any *ad valorem* property taxes.

City may, at the sole option of City, make payments due pursuant to the Purchase Agreement from its other funds as permitted by law and as City shall determine from time to time, but Trustee acknowledges that it has no claim to such other funds. No part of the purchase price payable pursuant to the Purchase Agreement shall be payable out of any *ad valorem* property taxes imposed by City or from bonds or other obligations, the payment of which City's general taxing authority is pledged, unless (i) the same shall have been duly budgeted by City according to law, (ii) such payment or payments shall be within the budget limitations of the statutes of the State, and (iii) any such bonded indebtedness or other obligation is within the debt limitations of the Constitution of the State.

Surplus and Deficiency of Revenues From Excise Taxes. Revenues from Excise Taxes in excess of amounts, if any, required to be deposited with or held by Trustee for payments due under the Purchase Agreement shall constitute surplus revenues and may be used by City for any lawful purpose for the benefit of City, including the payment of obligations to which revenues from Excise Taxes may from time to time be pledged on a subordinate basis. If at any time the moneys in the funds held for payment of amounts due under the Purchase Agreement are not sufficient to make the deposits and transfers required, any such deficiency shall be made up from the first moneys thereafter received and available for such transfers under the terms of the Purchase Agreement and, with respect to payment from revenues from Excise Taxes, *pro rata*, as applicable, with amounts due with respect to the 2015 Agreement, the 2016 Refunding Agreement, the 2017 Agreement, the 2019 Agreement, the 2021 Taxable Agreement, the 2023 Agreement, this Agreement and any Additional Parity Obligations hereafter incurred, and the transfer of any such sum or sums to said fund as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant to the Purchase Agreement.

Additional Parity Obligations. Additional Parity Obligations may be incurred but only if revenues from Excise Taxes in the most recently completed Fiscal Year, shall have amounted to at least three (3) times the Maximum Annual Debt Service, including the Additional Parity Obligations proposed to be incurred. The calculation of Maximum Annual Debt Service may be subject to certain adjustments as described in the Trust Agreement.

City Control over Revenue Collection. To the extent permitted by applicable law, Excise Taxes shall be retained and maintained so that revenues from Excise Taxes, all within and for the next preceding Fiscal Year, will be equal to at least three (3) times the Maximum Annual Debt Service payable under the Purchase Agreement, and under any Outstanding Parity Obligations, for the current Fiscal Year. If revenues from Excise Taxes for any such Fiscal Year shall not have been equal to at least three (3) times the Maximum Annual Debt Service for the current Fiscal Year or if at any time it appears that revenues from Excise Taxes will not be sufficient to meet such requirements, City will, to the extent permitted by applicable law, impose new exactions of the type of the excise taxes which will be part of the Excise Taxes or increase the rates for the excise taxes currently imposed fully sufficient at all times, after making allowance for contingencies and errors, in each Fiscal Year in order that (i) revenues from Excise Taxes will be sufficient to meet all current requirements under the Purchase Agreement, and (ii) revenues from Excise Taxes will be reasonably calculated to attain the level as required by the first sentence of this paragraph. Notwithstanding the foregoing, the amount of State-shared revenues is determined by the provisions of the Arizona Revised Statutes and City has not covenanted to, and has no power to, set or maintain rates or otherwise impose taxes to increase, replace or supplement State-shared revenues to provide for the payment of the amounts due under the Purchase Agreement or any other Parity Obligations.

Providing for Payment.

City may provide for the payment of any of the Payments in any one or more of the following ways:

(a) by paying such Payment as and when the same becomes due and payable at its scheduled due date or on a date on which it can be prepaid;

(b) by depositing with a Depository Trustee, in trust for such purposes, money which, together with the amounts then on deposit with Trustee and available for such Payment is fully sufficient to make, or cause to be made, such Payment at its scheduled due date or on a date on which it can be prepaid; or

(c) by depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are noncallable, in such amount as shall be certified to Trustee and City, by a national firm of certified public accountants acceptable to City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit with Trustee and available for such Payment, to make, or cause to be made, such Payment at its scheduled due date or on a date on which it can be prepaid.

Upon any partial payment of a Payment resulting in a redemption of Obligations, each installment of interest which will thereafter be payable as a part of the subsequent Payments will be reduced, taking into account the interest rate or rates on the Obligations remaining outstanding after the partial payment or redemption of Obligations from the

proceeds of such payment so that the interest remaining payable as a part of the subsequent Payments will be sufficient to pay the interest on such outstanding Obligations when due.

Default; Remedies Upon Default.

(i) Upon (A) the nonpayment of the whole or any part of any of the amounts due pursuant to the Purchase Agreement at the time when the same are to be paid as provided in the Purchase Agreement or the Trust Agreement, (B) the violation by City of any other covenant or provision of the Purchase Agreement or the Trust Agreement, (C) the occurrence of an event of default with respect to the 2015 Agreement, the 2016 Refunding Agreement, the 2017 Agreement, the 2019 Agreement, 2021 Taxable Agreement, the 2023 Agreement, or any Additional Parity Obligations hereafter incurred, or (D) City becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee or receiver for the City or a substantial part of its property; or in the absence of such application, consent or acquiescence, a trustee or receiver is appointed for the City or a substantial part of its property; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is instituted by or against the City and, if instituted against the City, is consented to or acquiesced in by the City, and

(ii) if such default has not been cured (A) in the case of nonpayment of any of the amounts as required under the Purchase Agreement or the Trust Agreement on the due date or the nonpayment of principal of or interest on the 2015 Agreement, the 2016 Refunding Agreement, the 2017 Agreement, the 2019 Agreement, the 2021 Taxable Agreement, the 2023 Agreement, or any Additional Parity Obligations hereafter incurred on their due dates, (B) in the case of the breach of any other covenant or provision of the Trust Agreement or the Purchase Agreement not cured within twenty (20) days after notice in writing from Trustee specifying such default; provided, however, that if the breach cannot be corrected within the applicable time period, the Trustee will not unreasonably withhold its consent to an extension of one hundred eighty (180) days from the date of delivery of such written notice to the City by the Trustee if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected, and provided further that if the failure cannot be corrected within the initial one hundred eighty (180) day extension, the City may request, and the Trustee will not unreasonably withhold its consent to, successive additional one hundred eighty (180) day extensions so long as the City is diligently pursuing corrective action, and the Trustee shall be entitled to receive and shall be protected in relying upon one or more certificates of a City Representative in support of any request by the City for such extension, (C) in the case of any insolvency or bankruptcy as described above not discharged or dismissed within sixty (60) days and (D) in the case of any other default under the 2015 Agreement, the 2016 Refunding Agreement, the 2017 Agreement, the 2019 Agreement, the 2021 Taxable Agreement, the 2023 Agreement, or any Additional Parity Obligations hereafter incurred after any notice and passage of time provided for under the proceedings under which such obligations were issued then,

(iii) subject to the limitations of the Trust Agreement, Trustee may take whatever action at law or in equity, including the remedy of specific performance, may appear necessary or desirable to collect the Payments and any other amounts payable by City under the Trust Agreement or the Purchase Agreement then due (but not the Payments and such other amounts accruing), or to enforce performance and observance of any pledge, obligation, agreement or covenant of City under the Trust Agreement or the Purchase Agreement, and with respect to revenues from Excise Taxes, without notice and without giving any bond or surety to City or anyone claiming under City, seek and obtain injunctive relief; provided, however, that under no circumstances may the Payments be accelerated.

No default by Trustee shall relieve City of its obligations to make the various payments required under the Purchase Agreement, so long as any of the Obligations remain outstanding; however, City may exercise any other remedy available at law or in equity to require Trustee to remedy such default so long as such remedy does not interfere with or endanger the payments required to be made to Trustee under the Trust Agreement.

Reserve Fund. If a Reserve Fund is required by the Trust Agreement, then City shall deposit, or cause to be deposited, to the Reserve Fund moneys, investments, a Reserve Fund Guaranty, or any combination thereof, equal to the Reserve Fund Requirement in accordance with the Reserve Fund funding schedule described in the Trust Agreement as additional amounts due under the Purchase Agreement. In the event the amount on deposit in the Reserve Fund is less than the Reserve Fund Requirement, no amount of revenues from Excise Taxes shall be considered surplus revenues or available to City until the Reserve Fund has been restored to the Reserve Fund Requirement.

APPENDIX E

CITY OF CHANDLER, ARIZONA

AUDITED FINANCIAL STATEMENTS OF THE CITY OF CHANDLER, ARIZONA FOR THE FISCAL YEAR ENDED JUNE 30, 2024

The following audited financial statements are for the fiscal year ended June 30, 2024. These are the most recent audited financial statements available to the City. These audited financial statements may not represent the current financial conditions of the City. The City did not request the consent of Heinfeld, Meech & Co., P.C. to include its report and Heinfeld, Meech & Co., P.C. has performed no procedures subsequent to rendering its opinion on the audited financial statements.

APPENDIX F

$190,000,000*
CITY OF CHANDLER, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS, SERIES 2026

CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this "*Undertaking*") is executed and delivered by the City of Chandler, Arizona (the "*City*"), in connection with the execution and delivery of $190,000,000* principal amount of Excise Tax Revenue Obligations, Series 2026 (the "*Obligations*"). The Obligations are being executed and delivered pursuant to the Series 2026 Trust Agreement, dated as of January 1, 2026 (the "*Trust Agreement*"), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "*Trustee*"). The City covenants and agrees as follows:

1. Definitions. In addition to those defined hereinabove, the terms set forth below shall have the following meanings in this Undertaking, unless the context clearly otherwise requires:

"Annual Financial Information" means the financial information and operating data set forth in *Exhibit I*.

"Annual Financial Information Disclosure" means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

"Audited Financial Statements" means the audited financial statements of the City prepared pursuant to the standards and as described in *Exhibit I*.

"Commission" means the Securities and Exchange Commission.

"Dissemination Agent" means any agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent's successors and assigns.

"EMMA" means the Electronic Municipal Market Access system of the MSRB. Information regarding submissions to EMMA is available at http://emma.msrb.org.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Final Official Statement" means the Final Official Statement relating to the Obligations, dated January __, 2026.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"GAAP" means generally accepted accounting principles, as applied to governmental units as modified by the laws of the State.

"Listed Event" means the occurrence of events set forth in *Exhibit II*.

"Listed Events Disclosure" means dissemination of disclosure concerning a Listed Event as set forth in Section 5.

"MSRB" means the Municipal Securities Rulemaking Board.

"Participating Underwriter" means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Obligations.

"Purchase Agreement" means the Series 2026 Purchase Agreement, dated as of January 1, 2026, by and between the City and the Trustee.

"Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Exchange Act.

"State" means the State of Arizona.

2. Purpose of this Undertaking. This Undertaking is executed and delivered by the City as of the date set forth below, for the benefit of the beneficial owners of the Obligations and in order to assist the Participating Underwriter in complying with the requirements of the Rule. The City represents that it will be the only obligated person with respect to the Obligations at the time the Obligations are delivered to the Participating Underwriter and that no other person is expected to become so committed at any time after such delivery of the Obligations.

3. CUSIP Number. The CUSIP Numbers of the Obligations are as follows:

CUSIP No. (Base 158855)	Maturity Date (July 1)

4. Annual Financial Information Disclosure. Subject to Section 8 of this Undertaking, the City shall disseminate its Annual Financial Information and its Audited Financial Statements, if any (in the form and by the dates set forth in *Exhibit I*), through EMMA.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment is made to this Undertaking, the Annual Financial Information for the year in which such amendment is made shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

5. Listed Events Disclosure. Subject to Section 8 of this Undertaking, the City shall disseminate in a timely manner, but in not more than ten (10) business days after the occurrence of the event, its Listed Events Disclosure through EMMA. Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

6. Consequences of Failure of the City to Provide Information. The City shall give notice in a timely manner through EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Undertaking, the beneficial owner of any Obligation may seek mandamus or specific performance by court order, to cause the City to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default under the Purchase Agreement or the Trust Agreement, and the sole remedy available to such owners of the Obligations under this Undertaking in the event of any failure of the City to comply with this Undertaking shall be an action to compel performance.

7. Amendments; Waiver. Notwithstanding any other provision of this Undertaking, the City by certified resolution or ordinance authorizing such amendment or waiver, may amend this Undertaking, and any provision of this Undertaking may be waived only if:

(a) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted;

(b) This Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not materially impair the interests of the beneficial owners of the Obligations, as determined by parties unaffiliated with the City (such as the Trustee) or by approving vote of the owners of the Obligations pursuant to the Trust Agreement at the time of the amendment.

The Annual Financial Information containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided. If an amendment or waiver is made specifying GAAP to be followed in preparing financial statements and such changes are material, the Annual Financial Information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles in the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. If the accounting principles of the City change or the fiscal year of the City changes, the City shall file a notice of such change in the same manner as for a notice of Listed Event.

8. Termination of Undertaking. This Undertaking shall be terminated hereunder if the City shall no longer have liability for any obligation on or relating to repayment of the Obligations under the Trust Agreement.

9. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

10. Additional Information. Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Listed Event, in addition to that which is required by this Undertaking. If the City chooses to include any information from any document or notice of occurrence of a Listed Event in addition to that which is specifically required by this Undertaking, the City shall have no obligation under this Undertaking to update such information or include it in any future Annual Financial Information Disclosure or Listed Events Disclosure.

11. Beneficiaries. This Undertaking has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, if any, and the beneficial owners of the Obligations, and shall create no rights in any other person or entity.

12. Recordkeeping. The City shall maintain records of all Annual Financial Information Disclosure and Listed Events Disclosure including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

13. Assignment. The City shall not transfer obligations under the Purchase Agreement unless the transferee agrees to assume all obligations of the City under this Undertaking or to execute an undertaking meeting the requirements of the Rule.

14. Governing Law. This Undertaking shall be governed by the laws of the State.

Dated: [Closing Date]

CITY OF CHANDLER, ARIZONA

By_____
Deputy City Manager/Chief Financial Officer

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED FINANCIAL STATEMENTS

"Annual Financial Information" means financial information and operating data of the type contained in the Final Official Statement in the subsection "Excise Taxes" (actual results for most recently completed fiscal year only).

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted through EMMA or filed with the Commission. If the information included by reference is contained in a final official statement, the final official statement must be available from the MSRB. The City shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be provided through EMMA by February 1 of each year, commencing February 1, 2027. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, to be followed up by Audited Financial Statements within 30 days after availability to the City.

Audited Financial Statements will be prepared according to GAAP.

If any change is made to the Annual Financial Information as permitted by Section 4 of this Undertaking, the City will disseminate a notice of such change as required by Section 4, including changes in fiscal year or GAAP.

EXHIBIT II

EVENTS FOR WHICH LISTED EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations, in each case, with respect to the tax status of the security, or other material events affecting the tax status of the security.
7. Modifications to the rights of security holders, if material.
8. Bond calls, if material, or tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the securities, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar events of the City, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.
13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

APPENDIX G

BOOK-ENTRY-ONLY SYSTEM

The description set forth below of the procedures and record-keeping with respect to beneficial ownership interests in the Obligations, payment of principal of, premium, if any, and interest on, the Obligations to Direct Participants, Indirect Participants and Beneficial Owners (each as hereinafter defined), and other information concerning DTC and the book-entry-only system of registration and transfer of beneficial ownership interests in the Obligations is based solely on information furnished by DTC to the City for inclusion in this Official Statement. Neither the City, the Trustee, the Financial Advisor, nor their agents or counsel make any representations as to the accuracy or completeness thereof.

The Depository Trust Company ("DTC"), will act as securities depository for the Obligations. The Obligations will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Obligation will be issued for the Obligations in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Obligations under the DTC system must be made by or through Direct Participants, which will receive a credit for the Obligations on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial owners will not receive written confirmation from DTC of their purchaser. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Obligations are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial owners will not receive certificates representing their ownership interests in Obligations, except in the event that use of the book-entry system for the Obligations is discontinued.

To facilitate subsequent transfers, all Obligations deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Obligations with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Obligations; DTC's records reflect only the identity of the Direct Participants to whose accounts such Obligations are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Obligations within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Obligations unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Obligations are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Obligations will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by participants to Beneficial owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursements of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Obligations purchased or tendered, through its Participant, to Trustee, and shall effect delivery of such Obligations by causing the Direct Participant to transfer the Participant's interest in the Obligations, on DTC's records, to Trustee. The requirement for physical delivery of Obligations in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Obligations are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Obligations to the Trustee's DTC account.

DTC may discontinue providing its services as depository with respect to the Obligations at any time by giving reasonable notice to the City or Trustee. Under such circumstances, in the event that a successor depository is not obtained, Obligation certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Obligation certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry-only system has been obtained from sources that the City believes to be reliable, but the City, the Financial Advisor or their counsel or agents takes no responsibility for the accuracy thereof.

NONE OF THE CITY, THE TRUSTEE, THE FINANCIAL ADVISOR, NOR THEIR AGENTS OR COUNSEL HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DIRECT PARTICIPANT, INDIRECT PARTICIPANT OR TO ANY BENEFICIAL OWNER WITH RESPECT TO: (I) THE OBLIGATIONS, (II) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT; (III) THE TIMELY OR ULTIMATE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OR REDEMPTION PRICE OF OR OF INTEREST ON THE OBLIGATIONS; (IV) THE TRANSMITTAL BY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO HOLDERS OF OBLIGATIONS; (V) ANY CONSENT GIVEN BY DTC OR OTHER ACTION TAKEN BY DTC AS REGISTERED OWNER; OR (VI) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE OBLIGATIONS.

PIPER | SANDLER

SERIES 2026 TRUST AGREEMENT

by and between

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

and

CITY OF CHANDLER, ARIZONA

Dated as of January 1, 2026

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SERIES 2026 TRUST AGREEMENT

THIS SERIES 2026 TRUST AGREEMENT, dated as of January 1, 2026 (together with any duly authorized, executed and delivered supplement hereto, this "Trust Agreement"), by and between **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association authorized to exercise corporate trust powers in the State of Arizona, as trustee, or any successor thereto acting as trustee pursuant to this Trust Agreement and in its capacity as "Seller" pursuant to the hereinafter described Purchase Agreement (the "Trustee"), and the **CITY OF CHANDLER, ARIZONA**, a municipal corporation under the laws of the State of Arizona (the "City"),

W I T N E S S E T H:

WHEREAS, the Mayor and Council of the City have determined that it will be beneficial to the citizens of the City for the City to finance the costs of the Project (as such term and all other terms not otherwise defined hereinabove are hereinafter defined); and

WHEREAS, for such purpose, the Mayor and Council of the City requested that the Trustee sell and execute and deliver the Obligations, and the Trustee has, as described in this Trust Agreement, caused deposits to be made to the Acquisition Fund and the Delivery Costs Fund; and

WHEREAS, the City and the Trustee will enter into this Trust Agreement to facilitate the administration of the financing of the costs of the Project, and the Trustee has full legal authority and is duly empowered to enter into this Trust Agreement and has taken all actions necessary to authorize the execution and delivery hereof; and

WHEREAS, for the purpose of obtaining the moneys to provide such deposits, rights pursuant to the Purchase Agreement have been assigned and transferred to the Trustee for purposes hereof, and in consideration of such assignment and the execution hereof, the Trustee has executed and delivered the Obligations, each evidencing a proportionate interest in certain rights pursuant to the Purchase Agreement;

NOW, THEREFORE, in consideration for the Obligations executed, delivered and Outstanding under this Trust Agreement; the acceptance by the Trustee of the trusts created herein; the purchase and acceptance of the Obligations by the Owners, and to secure the payment of principal of and interest on (to the extent provided herein) the Obligations, the rights of the Owners of the Obligations and the performance and the observance of the covenants and conditions contained in the Obligations, the Purchase Agreement and herein, and the performance and the observance of all of the covenants and conditions contained therein, the Trustee hereby declares an irrevocable trust and acknowledges its acceptance of all right, title and interest in and to the following described trust estate, which shall be administered by the Trustee according to the provisions of this Trust Agreement and for the equal and proportionate benefit of the Owners of the Obligations:

A. All right, title and interest of Seller in, under and pursuant to the Purchase Agreement, the Payments and any other amounts payable by the City under the Purchase

Agreement and the present and continuing right to (i) make claim for, collect or cause to be collected, receive or cause to be received all such revenues, receipts and other sums of money payable or receivable thereunder, (ii) bring actions and proceedings thereunder or for the enforcement of such rights, and (iii) do any and all other things which the Seller is or may become entitled to do thereunder;

B. Amounts on deposit from time to time in the funds created pursuant hereto, subject to the provisions of this Trust Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and

C. Any and all other real or personal property of any kind from time to time hereafter by delivery or by writing of any kind specifically conveyed, pledged, assigned or transferred, as and for additional security hereunder for the Obligations, by the Seller or by anyone on its behalf or with its written consent, in favor of the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof,

TO HAVE AND TO HOLD, all and singular, the trust estate, including all additional property which by the terms hereof has or may become subject to the encumbrance of this Trust Agreement, unto the Trustee and its successors and assigns, forever, subject, however, to the rights of the City, its successors and assigns, under the Purchase Agreement;

IN TRUST, however, for the equal and proportionate benefit and security of the Owners from time to time of the Obligations executed and delivered hereunder and Outstanding, none of the Obligations being entitled to priority or distinction one over the other in the application of revenues from Excise Taxes pledged by the Purchase Agreement to the Payments, regardless of the delivery of any of the Obligations prior to the delivery of any other of the Obligations, or regardless of the time or times the Obligations mature or are subject to redemption prior to maturity, all of the Obligations being co-equal as to the pledge of and lien on revenues from Excise Taxes pledged for the Payments thereof and sharing ratably, without preference, priority or distinction, as to the source or method of payment from revenues from Excise Taxes or security therefor and conditioned, however, that if the City shall well and truly pay or cause to be paid fully and promptly when due all indebtedness, liabilities, obligations and sums at any time secured hereby, including interest and attorneys' fees, and shall promptly, faithfully and strictly keep, perform and observe or cause to be kept, performed and observed all of its covenants, warranties and agreements contained herein, this Trust Agreement shall be and become void and of no further force and effect; otherwise, the same shall remain in full force and effect, and upon the trust and subject to the covenants and conditions hereinafter set forth.

For such purposes, the City and the Trustee hereby agree as follows:

ARTICLE I
DEFINITIONS

. In addition to the terms defined in the first paragraph hereof and unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Trust Agreement, have the meanings herein specified.

"Acquisition Fund" means the fund of that name established pursuant to Article III and held by the Trustee.

"Additional Parity Obligations" means any additional obligations which may hereafter be issued or incurred by the City (or any financing conduit acting on behalf of the City) having a lien upon and payable from revenues from Excise Taxes on a parity with, and in compliance with the terms of, the then-outstanding Parity Obligations.

"Annual Debt Service" means the amount to be paid in any Fiscal Year with respect to the Parity Obligations for payment of principal and interest requirements.

"Authorized Denominations" means $5,000 of principal due on a specific maturity date or integral multiples thereof.

"Available Revenues" means, for any Fiscal Year, revenues from Excise Taxes actually received in such Fiscal Year.

"Bond Year" means each one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issue of the Obligations and shall end on the date selected by the City, provided that the first Bond Year shall not exceed one calendar year. The last Bond Year shall end on the date of retirement of the Obligations.

"Bond Yield" means the discount rate that produces a present value equal to the Issue Price of all unconditionally payable payments of principal, interest and fees for qualified guarantees within the meaning of Regulations section 1.148-4(f) and amounts reasonably expected to be paid as fees for qualified guarantees in connection with the Obligations as determined under Regulations section 1.148-4(b), recomputed if required by Regulations section 1.148-4(b)(4) or 4(h)(3). The present value of all such payments shall be computed as of the date of issue of the Obligations and using semiannual compounding on the basis of a 360-day year.

"Business Day" means any day of the week other than a Saturday, Sunday or a day which shall be in the State a legal holiday or a day on which the Trustee is authorized or obligated by law or executive order to close or a day on which the Federal Reserve is closed as modified by the effect of Section 9.6.

"Certificate of Completion" means the notice of completion, filed with the Trustee by the City Representative, stating that the Project has been substantially completed.

"City Representative" means the City Manager, the Deputy City Manager/Chief Financial Officer or any other person authorized by the City Manager, the Deputy City Manager/Chief Financial Officer or the Mayor and Council to act on behalf of the City with respect to this Trust Agreement.

"Closing Date" means January ___, 2026.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provision thereto.

"Completion Date" means the date on which the Certificate of Completion is filed with the Trustee by the City Representative.

"Continuing Disclosure Undertaking" means the Continuing Disclosure Undertaking, dated the Closing Date, from the City.

"Corporate Trust Office" means the office of the Trustee designated in Section 12.2 or any successor corporate trust office; provided, however, that with respect to payments on the Obligations at their stated payment dates and any exchange, transfer or other surrender of the Obligations, the Corporate Trust Office shall mean the corporate trust operations office of the Trustee in St. Paul, Minnesota, or such other office or location designated by the Trustee by written notice.

"Defaulted Interest" has the meaning provided in Section 2.11(d).

"Defeasance Obligations" means, to the extent permitted by law, (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, or (4) any combination thereof.

"Delivery Costs" means all items of expense directly or indirectly payable by or reimbursable to the City or the Trustee relating to the sale and execution and delivery of the Purchase Agreement, this Trust Agreement and the Obligations, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee, financing discounts, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Obligations and charges and fees in connection with the foregoing.

"Delivery Costs Fund" means the fund of that name established pursuant to Article III and held by the Trustee.

"Depository Trustee" means any bank or trust company, which may include the Trustee or its affiliate, designated by the City, with a combined capital and surplus of at least

Fifty Million Dollars ($50,000,000) and subject to supervision or examination by federal or State authority.

"Designated Office" means the office designated as such by the Trustee in writing to the City.

"DTC" means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns.

"electronically" or "electronic method" means, with respect to notice, one transmitted through a timesharing terminal, computer network (including email as a "pdf" (portable document format) or other replicating image attached to an email) or facsimile machine, if operative as between any two parties, or if not operative, by telephone (promptly confirmed in writing), secure electronic transmission (containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee), or another method or system specified by the Trustee as available for use in connection with its services hereunder.

"Event of Default" means an event of default under the Purchase Agreement as provided in Section 9 thereof.

"Excise Taxes" means all unrestricted excise, transaction, franchise, privilege and business taxes, state-shared sales and income taxes, fees for licenses and permits, and state revenue-sharing, now or hereafter validly imposed by the City or contributed, allocated and paid over to the City and not earmarked by the contributor for a contrary or inconsistent purpose. Excise Taxes include, without limitation, all fines and forfeitures. Revenues generated by the City from development impact fees will not be deemed Excise Taxes for the purposes of the Purchase Agreement and Trust Agreement. Revenues received by the City from vehicle license taxes charged by the State of Arizona will not be deemed Excise Taxes for purposes of the Purchase Agreement and the Trust Agreement. The City may impose taxes for restricted purposes the revenues from which will not be Excise Taxes and will not be pledged to the payment of the amounts due pursuant to the Purchase Agreement and the Trust Agreement.

"Fiscal Year" means the fiscal year of the City, currently the period July 1, through June 30.

"Fitch" means Fitch Ratings, Inc., its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency that may be designated by the City by written notice to the Trustee.

"Gross Proceeds" means:

(i) any amounts actually or constructively received by the City from the sale o
Obligations but excluding amounts used to pay accrued interest on the Obligations within one year
of the date of issuance of the Obligations;

(ii) transferred proceeds of the Obligations under Regulations section 1.148-9;

(iii) any amounts actually or constructively received from investing amou
described in (i), (ii) or this (iii); and

(iv) replacement proceeds of the Obligations within the meaning of Regulati
section 1.148-1(c). Replacement proceeds include amounts reasonably expected to be used directly or indirectly to pay debt service on the Obligations, pledged amounts where there is reasonable assurance that such amounts will be available to pay principal or interest on the Obligations in the event the City encounters financial difficulties and other replacement proceeds within the meaning of Regulations section 1.148-1(c)(4). Whether an amount is Gross Proceeds is determined without regard to whether the amount is held in any fund or account established under this Trust Agreement.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the City or the Trustee.

"Interest Payment Date" means each January 1 and July 1, while any Obligations are Outstanding provided that, if any such day is not a Business Day, any payment due on such date may be made on the next Business Day, without additional interest and with the same force and effect as if made on the specified date for such payment.

"Interest Portion" means the amounts of each of the Payments in the column in the Schedule attached to the Purchase Agreement designated "Interest," denominated as and comprising interest pursuant to the Purchase Agreement and received by any Owner.

"Investment Property" means any security, obligation (other than a tax-exempt bond within the meaning of Code section 148(b)(3)(A)), annuity contract or investment-type property within the meaning of Regulations section 1.148-1(b).

"Issue Price" means the issue price of the Obligations determined as provided in the Regulations and as indicated in the Tax Certificate.

"Market Value" means the indicated bid value of the investment or investments to be valued as shown in The Wall Street Journal or any publication having general acceptance as a source of valuation of the same or similar types of securities or any securities pricing service available to or used by the Trustee and generally accepted as a source of valuation (on which the Trustee may conclusively rely, without liability).

"Maximum Annual Debt Service" means the greatest Annual Debt Service in any Fiscal Year. For the purposes of calculating the Maximum Annual Debt Service with respect to any Fiscal Year in connection with the incurrence of Additional Parity Obligations and whether the City is required to fund the Reserve Fund, (i) the interest falling due during such Fiscal Year may be reduced to the extent that such interest is payable from the proceeds of the Additional Parity Obligations proposed to be incurred or other amounts set aside for such purposes at the time such Additional Parity Obligations are incurred) and (ii) the principal (or mandatory sinking fund, installment purchase price, lease-rental or similarly denoted principal payment obligation) payments or deposits required with respect to the Outstanding Parity Obligations during such

period shall be computed on the assumption that no portion of such Parity Obligations shall cease to be Outstanding during such Fiscal Year except by reason of the application of such scheduled payments. Further, for purposes of the aforementioned calculation of Maximum Annual Debt Service, to the extent the interest on any Outstanding Parity Obligations or the Additional Parity Obligations proposed to be incurred is payable pursuant to a variable interest rate formula, the interest rate on such Parity Obligations for Fiscal Years when the actual interest rate on such Parity Obligations cannot yet be determined shall be assumed to be equal to the higher of (i) the average annual interest rate on such Parity Obligations over the last five Fiscal Years or since the date of execution and delivery of such Parity Obligations if less than five years; or (ii) if the terms of such Parity Obligations provide for conversion of the interest rate payable on such obligations to a fixed interest rate for the remainder of their term to maturity, an interest rate per annum determined in accordance with the provisions of such obligations as if the interest rate payable thereon were being converted to a fixed interest rate for the remainder of their term to maturity.

"Moody's" means Moody's Investors Service, Inc., its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency that may be designated by the City by written notice to the Trustee.

"Nonpurpose Investment" means any Investment Property acquired with Gross Proceeds and which is not acquired to carry out the governmental purposes of the Obligations.

"Notification" shall have the meaning provided in Section 10.3.

"Obligations" means the City of Chandler, Arizona Excise Tax Revenue Obligations, Series 2026, executed and delivered pursuant hereto.

"Outstanding" refers to Obligations issued in accordance with this Trust Agreement, excluding: (i) Obligations which have been exchanged or replaced, or delivered to the Trustee for credit against a mandatory redemption installment; (ii) Obligations which have been paid; (iii) Obligations which have become due and for the payment of which moneys have been duly provided to the Trustee; and (iv) Obligations for which there have been irrevocably set aside with a Depository Trustee sufficient moneys or obligations permitted by the Purchase Agreement bearing interest at such rates and with such maturities as will provide sufficient funds to pay the principal of and premium, if any, and interest on such Obligations, provided, however, that if any such Obligations are to be redeemed prior to maturity, the City shall have taken all action necessary to redeem such Obligations and notice of such redemption shall have been duly mailed in accordance with the proceedings under which such Obligations were issued or irrevocable instructions so to mail shall have been given to the Trustee.

"Owner" or any similar term, when used with respect to an Obligation means the person in whose name such Obligation shall be registered.

"Parity Obligations" means the 2015 Agreement, the 2016 Refunding Agreement, the 2017 Agreement, the 2019 Agreement, the 2021 Agreement, the 2023 Agreement and the Purchase Agreement and any Additional Parity Obligations.

"Payment Fund" means the fund of that name established pursuant to Article V and held by the Trustee.

"Payment Request Form" means the form set forth in Exhibit B which is attached hereto and made a part hereof.

"Payments" means the Payments required to be paid by the City pursuant to Section 1(c) of the Purchase Agreement and as set forth in the Schedule to the Purchase Agreement.

"Permitted Investments" means any investment permitted by Section 35-323, Arizona Revised Statutes, as amended, or any successor provision thereto.

"Project" means the construction, expansion and improvement of certain capital improvement projects to the City's water and wastewater system.

"Project Costs" means, with respect to the Project, all architectural, engineering, soils, survey, archaeology, demolition, construction management fees, development fees, contingencies and other related costs of installation, construction and other matters necessary for the Project and all costs incurred by the Trustee or the City with respect to the transaction to which this Trust Agreement pertains.

"Purchase Agreement" means the Series 2026 Purchase Agreement, dated as of January 1, 2026, by and between the City and the Seller.

"Rebate Payment" means any payment within the meaning of Regulations section 1.148-3(d)(1) with respect to a Nonpurpose Investment.

"Rebate Requirement" means, for each Bond Year, at any time the excess of the future value of all Receipts over the future value of all Rebate Payments. For purposes of calculating the Rebate Requirement the Bond Yield shall be used to determine the future value of Receipts and Rebate Payments in accordance with Regulations section 1.148-3(c). The Rebate Requirement is zero for any Nonpurpose Investment meeting the requirements of a rebate exception under section 148(f)(4) of the Code or Regulations section 1.148-7.

"Rating Agency" or "Rating Agencies" means S&P, Moody's and Fitch or any other nationally recognized securities rating agency requested by the City to rate the Obligations.

"Receipt" means any receipt within the meaning of Regulations section 1.148-3(d)(2) with respect to a Nonpurpose Investment.

"Regular Record Date" means the close of business on the fifteenth day of the month preceding each Interest Payment Date.

"Regulations" means sections 1.148-1 through 1.148-11 and section 1.150-1 of the regulations of the United States Department of the Treasury promulgated under the Code, including and any amendments thereto or successor regulations.

"Reimbursement Request Form" means the form set forth in Exhibit C hereof.

"Reserve Fund" means the City of Chandler Water and Wastewater Project Reserve Fund (2026) established pursuant to Article III hereof.

"Reserve Fund Guarantor" shall mean the issuer of the Reserve Fund Guaranty.

"Reserve Fund Guaranty" shall mean a letter of credit, surety bond or similar arrangement representing the irrevocable obligation of the Reserve Fund Guarantor to pay to the Trustee upon request made by the Trustee up to an amount stated therein for application as provided in Section 3.4 hereof.

"Reserve Fund Guaranty Agreement" shall mean the reimbursement agreement, loan agreement or similar agreement between the City and a Reserve Fund Guarantor with respect to repayment of amounts advanced under the Reserve Fund Guaranty.

"Reserve Fund Guaranty Coverage" shall mean the amount available at any particular time to be paid to the Trustee under the terms of the Reserve Fund Guaranty.

"Reserve Fund Requirement" means, if the Reserve Fund is required to be funded, an amount equal to the lesser of (a) ten percent (10%) of the stated principal amount of the Obligations at original issuance, (b) the Maximum Annual Debt Service requirement of the Obligations at original issuance, or (c) one hundred twenty-five percent (125%) of the average Annual Debt Service requirement of the Obligations at original issuance; provided, however, that at the time of issuance of any Additional Parity Obligations the Reserve Fund Requirement shall be increased so that the total amount held in the Reserve Fund shall not exceed the lesser of (i) ten percent (10%) of the stated principal amount of the Outstanding Parity Obligations at original issuance, (ii) the Maximum Annual Debt Service requirement of the Outstanding Parity Obligations, or (iii) one hundred twenty-five percent (125%) of the average Annual Debt Service requirement of the Outstanding Parity Obligations. During the 36-month buildup of the Reserve Fund described in Section 3.3, if funding of the Reserve Fund is required, the Reserve Fund Requirement on any date shall be that portion of the Reserve Fund Requirement which was required to have been deposited by such date. If the Reserve Fund is not required to be funded, the Reserve Fund Requirement is $0.00.

"Reserve Fund Value" means the aggregate of the Reserve Fund Guaranty Coverage and the value of moneys and investments credited to the Reserve Fund, the value of investments to be the Market Value.

"Responsible Officer" means, when used with respect to the Trustee, the president, any vice president, any assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, any senior associate, any associate or any other officer of the Trustee within the Corporate Trust Office customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred at the Corporate Trust Office or other office of the Trustee because of such person's knowledge of and familiarity with the particular subject and having direct responsibility for the administration of this Trust Agreement.

"Securities Depository" means a "clearing agency" (securities depository) registered under Section 17A of the Securities Exchange Act of 1934, as amended.

"Seller" means the Trustee in its separate capacity as Seller pursuant to the Purchase Agreement.

"Special Counsel's Opinion" means an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

"Special Record Date" has the meaning provided in Section 2.11(d).

"State" means the State of Arizona.

"Tax Certificate" means the Certificate Relating To Federal Tax Matters executed and delivered by the City on the Closing Date.

"2015 Agreement" means the Agreement, dated as of December 1, 2015, by and between the City and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association).

"2016 Refunding Agreement" means the Agreement, dated as of September 1, 2016, by and between the City and Zions Bank, a division of ZB, National Association.

"2017 Agreement" means the Agreement, dated as of December 1, 2017, by and between the City and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association).

"2019 Agreement" means the Agreement, dated as of December 1, 2019, by and between the City and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association).

"2021 Taxable Agreement" means the Agreement, dated as of December 1, 2021, by and between the City and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association).

"2023 Agreement" means the Series 2023 Purchase Agreement, dated as of December 1, 2023, by and between the City and U.S. Bank Trust Company, National Association.

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(a) Any reference herein to the Mayor and Council of the City or any officer of the City shall include those succeeding to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

(b) Unless the context otherwise indicates, words imparting the singular shall include the plural and vice versa and the use of neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender.

(c) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof. References to "Articles" and "Sections" are to those in this Trust Agreement.

. The Obligations shall be payable solely out of the revenues and other security pledged hereby and shall not constitute an indebtedness or general obligation of the City within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or be a charge against the City's general credit or a charge against the general credit or the taxing powers of the State or any political subdivision thereof.

ARTICLE II
SPECIAL REVENUE OBLIGATIONS

. The Trustee is hereby authorized and directed to execute and deliver to the original purchaser thereof, the Obligations in the principal amount of $_____,000, evidencing proportionate ownership interests in the Purchase Agreement and the Payments. In no event shall the Obligations be deemed liabilities, debts or obligations of the Trustee.

. Each Obligation shall be dated the Closing Date, and interest with respect thereto shall be payable from such date or from the most recent Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Obligations.

. The Obligations shall be in Authorized Denominations. The Obligations shall mature on the dates and in the principal amounts, and interest with respect thereto shall be computed at the rates, as shown below:

Maturity Date (July 1)	Principal Amount	Interest Rates
	$ ___,000	%

. Interest on the Obligations shall be payable semiannually on January 1 and July 1 of each year commencing July 1, 2026, to and including the date of maturity or prior redemption of the Obligations. Except for the initial period, said interest shall represent the portion of the Payments designated as interest and coming due during the six-month period preceding each Interest Payment Date with respect to the Obligations. The proportionate share of the portion of the Payments designated as interest with respect to any Obligation shall be computed by multiplying the portion of Payments designated as principal with respect to such Obligation by the rate of interest applicable to such Obligation (on the basis of a 360-day year of twelve 30-day months), except that the first portion of the Payments designated as interest shall be for interest from the Closing Date to July 1, 2026.

. The Obligations shall be in fully registered, certificated form, substantially in the form set forth in Exhibit A hereto.

. The Obligations shall be executed by and in the name of the Trustee by the manual signature of an authorized representative of the Trustee. If any representative whose signature appears on any Obligation ceases to be such representative before the Closing Date, such signature shall nevertheless be as effective as if the representative had remained in office until the Closing Date. Any Obligation may be executed on behalf of the Trustee by such person as at the actual date of the execution of such Obligation shall be the proper authorized representative of the Trustee although at the nominal date of such Obligation such person shall not have been such authorized representative of the Trustee. No Obligation shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Trust Agreement unless and until executed and delivered by the Trustee. The execution by the Trustee of any Obligation shall be conclusive evidence that the Obligation so executed has been duly authorized and delivered hereunder and is entitled to the security and benefit of this Trust Agreement.

. The Trustee and the City may from time to time enter into, and discontinue, an agreement with a Securities Depository which is the Owner of the Obligations, to establish procedures with respect to the Obligations not inconsistent with the provisions of this Trust Agreement; provided, that, notwithstanding any other provisions of this Trust Agreement, any such agreement may provide that different provisions for notice to the Securities Depository may be set forth herein and that a legend shall appear on each Obligation so long as the Obligations are subject to such agreement. With respect to Obligations registered in the name of a Securities Depository (or its nominee), neither the Trustee nor the City shall have any obligation to any of its members or participants or to any person on behalf of whom an interest is held in the Obligations. It is hereby acknowledged that the City intends to enter into an agreement with DTC in connection with

the execution and delivery of the Obligations, and while such agreement is in effect, the procedures established therein shall apply to the Obligations notwithstanding any other provisions of this Trust Agreement to the contrary. As long as DTC is the Securities Depository with respect to the Obligations, the Trustee shall be a "DTC Direct Participant." The Trustee shall not have any responsibility or obligation to DTC participants or the persons for whom they act as nominees with respect to the Obligations regarding accuracy of any records maintained by DTC or DTC participants, the payments by DTC or DTC participants of any amount in respect of principal, redemption price or interest on the Obligations, any notice which is permitted or required to be given to or by Owners hereunder (except such notice as is required to be given by the City to the Trustee or to DTC), or any consent given or any other action taken by DTC as Owner.

. The City previously received $_____.00 as a good faith deposit from _____, the initial purchaser of the Obligations, and the City treated such amount as if it was deposited in the Acquisition Fund and will apply such amount to the Project. The proceeds received by the Trustee from the sale of the Obligations ($_____) shall forthwith be applied by the Trustee as follows:

(1) $_____.00 shall be deposited in the Acquisition Fund;

(2) $_____.00 shall be deposited in the Delivery Costs Fund; and

(3) $_____ shall be deposited in the Payment Fund.

Section 2.9. <u>Transfer and Exchange</u>.

(a) Any Obligation may, in accordance with its terms, be transferred upon the registration books for the Obligations required to be kept pursuant to the provisions of Section 2.13 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Obligation for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Obligation or Obligations shall be surrendered for transfer, the Trustee shall execute and deliver a new Obligation or Obligations in fully registered form of the same maturity and interest rate and for a like aggregate principal amount.

(b) Obligations may be exchanged at the Designated Office for a like aggregate principal amount of Obligations of Authorized Denominations of the same maturity and interest rate. In connection with any such exchange or transfer of Obligations, the Owner requesting such exchange or transfer shall, as a condition precedent to the exercise of the privilege of making such exchange or transfer, remit to the Trustee an amount sufficient to pay any tax or other governmental charge required to be paid, other than one imposed by the City (which will not be payable by the Trustee), or any fee or expense of the Trustee or the City with respect to such exchange or transfer.

(c) The Trustee may, but shall not be obligated to, exchange or register the transfer of an Obligation (i) if the Obligation is to be redeemed, in whole or in part, or (ii) during a period of fifteen (15) days preceding the giving of a notice of redemption. If an Obligation subject to redemption is to be transferred after having been selected for redemption,

any notice of redemption which has been given to the transferor shall be binding on the transferee and a copy of the notice of redemption shall be delivered by the Trustee to the transferee along with the duly registered Obligation or Obligations.

(d) Prior to any transfer of the Obligations outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any of its usual, applicable tax reporting obligations. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

. If any Obligation shall become mutilated, the Trustee, at the expense of the Owner of said Obligation, shall execute and deliver a new Obligation of like tenor, maturity and amount in exchange and substitution for the Obligation so mutilated, but only upon surrender to the Trustee of the Obligation so mutilated. Any mutilated Obligation so surrendered to the Trustee shall be cancelled by it and redelivered to, or upon the order of, the Owner of such Obligation. If any Obligation shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and, if an indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Owner of such Obligation, shall execute and deliver a new Obligation of like tenor, maturity and amount and numbered as the Trustee shall determine in lieu of and in substitution for the Obligation so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Obligation delivered under this Section and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section. Any Obligation issued under the provisions of this Section in lieu of any Obligation alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Obligations secured by this Trust Agreement. The Trustee shall not be required to treat both the original Obligation and any replacement Obligation as being Outstanding for the purpose of determining the principal amount of Obligations which may be executed and delivered hereunder or for the purpose of determining any percentage of Obligations Outstanding hereunder, but both the original and replacement Obligation shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Obligation for an Obligation which has been mutilated, lost, destroyed or stolen, and which has matured, the Trustee may make payment with respect to such Obligation upon receipt of the aforementioned indemnity.

Section 2.11. <u>Payment</u>.

(a) Payment of interest due with respect to any Obligation on any Interest Payment Date shall be made to the persons appearing on the registration books for the Obligations maintained by the Trustee as the Owner thereof as of the Regular Record Date immediately preceding such Interest Payment Date, such interest to be paid by check mailed on the date due by first class mail to such Owners at the address thereof as it appears on such registration books, payable in lawful money of the United States of America.

(b) The principal and redemption price, if any, with respect to the Obligations shall be payable in lawful money of the United States of America upon surrender when due at the Designated Office.

(c) Interest and, if arrangements for surrender are made with the Trustee, principal and redemption price, if any, payable to any Securities Depository or to any Owner of $1,000,000 or more in principal amount of Obligations shall be paid by wire transfer in immediately available funds to an account in the United States of America if the Owner makes a written request of the Trustee at least twenty (20) days before the Interest Payment Date specifying the account address without presentment or surrender of the Obligations except as set forth below. The notice may provide that it shall remain in effect for subsequent payments until otherwise requested in a subsequent written notice. Notwithstanding the foregoing, the final payment of interest and principal to the Owner will be payable at the Corporate Trust Office upon surrender of the Obligations.

(d) Any interest on any Obligation which is payable on, but is not punctually paid or duly provided for on, any Interest Payment Date ("Defaulted Interest") shall forthwith cease to be payable to the Owners on the relevant Regular Record Date solely by virtue of such Owners having been such Owners. Such Defaulted Interest at the same rate as the Obligations shall thereupon be paid, together with interest thereon at the same rate per annum as such Defaulted Interest, by the Trustee (out of funds provided to it by the City) to the persons in whose names such Obligations are registered at the close of business on a special record date for the payment of such portion of Defaulted Interest as may then be paid from the sources herein provided (the "Special Record Date"). When the Trustee has funds available to pay the Defaulted Interest and interest thereon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest and interest thereon which shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment by the Trustee. The Trustee shall promptly cause notice of the proposed payment of such Defaulted Interest and interest thereon and the Special Record Date therefor to be mailed, first class postage prepaid, to each Owner of an Obligation at his address as it appears in the registration books by the Trustee for the Obligations not less than ten (10) days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and interest thereon and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest and interest thereon shall be paid to the persons in whose names the Obligations are registered on such Special Record Date.

Section 2.12. <u>Execution of Documents and Proof of Ownership</u>.

(a) Any request, direction, consent, revocation of consent or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by the Obligation Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Obligations. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of the Obligations shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(1) The fact and date of the execution by any Owner or the attorney or agent thereof of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of

America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

(2) The fact of the ownership of the Obligations by any person and the amount, the maturity and the numbers of such Obligations and the date of his holding the same be proved on the registration books maintained pursuant to Section 2.13.

(b) Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owner of any Obligation shall bind every future Owner of the same Obligation in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

. The Trustee will keep or cause to be kept, at the Designated Office, sufficient books for the registration and transfer of the Obligations which shall at all times during regular business hours on any Business Day be open to inspection by the City and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the Obligations as hereinbefore provided.

. In the event any check for payment of interest on an Obligation is returned to the Trustee unendorsed or is not presented for payment within two (2) years from its payment date or any Obligation is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such interest or principal due upon such Obligation shall have been made available to the Trustee for the benefit of the Owner thereof, it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Obligation who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Obligation or amounts due thereunder. The obligation of the Trustee to hold such funds shall continue for two years and six months (subject to applicable escheat laws) following the date on which such interest or principal payment became due, whether at maturity or the date fixed for redemption, or otherwise, at which time the Trustee shall surrender such unclaimed funds so held to the City, whereupon any claim of whatever nature by the Owner of such Obligation arising under such Obligation shall be made upon the City.

ARTICLE III
ACQUISITION FUND; DELIVERY COSTS FUND; RESERVE FUND

Section 3.1. Establishment and Application of Acquisition Fund.

(a) The Trustee shall establish a special trust fund designated as the "City of Chandler, Arizona Series 2026 Acquisition Fund" (herein referred to as the "Acquisition

Fund"), shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in this Trust Agreement.

(b) (1) Upon receipt of a duly executed Payment Request Form requesting disbursement from the Acquisition Fund, the Trustee shall remit to the payee designated in the Payment Request Form, the amount requested to be paid in such Payment Request Form for Project Costs within three (3) Business Days following submission of such Payment Request Form. Notwithstanding the foregoing, the Trustee shall apply moneys on deposit in the Acquisition Fund to reimburse the City for any Project Costs incurred or advanced by the City within three (3) Business Days of receipt of a duly executed Reimbursement Request Form. The Trustee has no duty or obligation to confirm that such disbursements constitute Project Costs and may rely conclusively on such Payment Request Form without making any independent investigation in connection therewith.

(2) Should any shortfall or deficiency occur in the Acquisition Fund, the City shall immediately pay such amounts to the Trustee in addition to the Payments otherwise due pursuant to the Purchase Agreement.

(3) Amounts in the Acquisition Fund shall be used to pay principal of and interest on the Obligations if insufficient funds are otherwise available to make such payments when due.

(4) On the Completion Date, all remaining moneys in the Acquisition Fund shall be transferred to the Payment Fund and applied by the Trustee to the Payments due from the City on the next succeeding Interest Payment Date, and the Acquisition Fund shall be closed.

(5) Any amount remaining in the Acquisition Fund upon the occurrence of an Event of Default shall not be disbursed as provided in this Section, but shall be immediately transferred to the Payment Fund and used to pay principal and interest with respect to the Obligations.

Section 3.2. Establishment and Application of Delivery Costs Fund.

(a) The Trustee shall establish a special trust fund designated as the "City of Chandler, Arizona Series 2026 Delivery Costs Fund" (herein referred to as the "Delivery Costs Fund"), shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in this Trust Agreement.

(b) Amounts in the Delivery Costs Fund shall be disbursed for the payment of Delivery Costs. Disbursements from the Delivery Costs Fund shall be made by the Trustee upon receipt of a requisition for disbursement (on which the Trustee is entitled to rely conclusively, and it shall not be required to make any independent investigation in connection therewith) executed or approved by the City Representative. Each such certificate shall set forth the amounts to be disbursed for payment, or reimbursement of previous payments, of Delivery Costs and the person or persons to whom said amounts are to be disbursed.

(c) On the earlier of April 1, 2026, or when all Delivery Costs associated with the Obligations have been paid (as shown by a certificate of a City Representative, if requested by the Trustee), the Trustee shall transfer any amounts remaining in the Delivery Costs Fund to the Payment Fund and the Delivery Costs Fund shall be closed.

. The Trustee shall establish a special fund designated as the "City of Chandler, Arizona Series 2026 Reserve Fund" (hereinafter referred to as the "Reserve Fund"). So long as the aggregate amount of revenues from Excise Taxes pledged and received by or on behalf of the City in the immediately preceding Fiscal Year is at least two times the Maximum Annual Debt Service requirement for the current or any future Fiscal Year for all Outstanding Parity Obligations, then the City is not obligated to fund the Reserve Fund. If such revenues from Excise Taxes are less than two times such Maximum Annual Debt Service requirement, the City shall, in addition to the other Payments required under the Purchase Agreement, pay to the Trustee for deposit into the Reserve Fund, on the first day of each month commencing the first month after the Available Revenues are below the required amount, one thirty-sixth (1/36th) of the Reserve Fund Requirement, until the amount in the Reserve Fund equals the Reserve Fund Requirement. If at the close of any Fiscal Year, Available Revenues are less than two times such Maximum Annual Debt Service requirement, the City shall so notify the Trustee in writing. Such notification shall contain specifics as to the amount of the Reserve Fund Requirement and the payments that will be due each month. The Trustee shall have no duty to monitor or determine the amount of Available Revenues.

In lieu of funding the Reserve Fund with cash payments or in combination with funding with cash payments, the City may deliver to the Trustee a Reserve Fund Guaranty as described in Section 3.4. The Trustee is authorized and directed to execute (if requested by the City), deliver and comply with all of the terms and conditions of any Reserve Fund Guaranty and Reserve Fund Guaranty Agreements and related restrictions or directions in connection with the Obligations and any Additional Parity Obligations. The Trustee shall have no obligation to confirm that any Reserve Fund Guaranty meets the requirements of this Trust Agreement. If the City provides a Reserve Fund Guaranty in combination with the funding of cash payments, the City shall notify the Trustee in writing as to the amount of the cash payments that will be due each month thereafter. To the extent the City directs the Trustee to enter into any Reserve Fund Guaranty and Reserve Fund Guaranty Agreement, the City shall be deemed to have determined that such Reserve Fund Guaranty and Reserve Fund Guaranty Agreement meet the requirements of this Trust Agreement.

The Reserve Fund shall be an integrated and indivisible common Reserve Fund established and required hereunder for all Parity Obligations except to the extent that the City establishes a separate reserve fund for any Additional Parity Obligations or no reserve fund is required for any Additional Parity Obligations. Amounts in the Reserve Fund shall be available to be applied as provided herein.

Amounts in the Reserve Fund shall be drawn out by the Trustee and used to make payment of principal and interest on the Obligations, and on any Parity Obligations secured by the common reserve fund, in the event that amounts in the Payment Fund or other funds held for payment of principal and interest on such Parity Obligations are insufficient.

In the event that after the initial completed funding of the Reserve Fund the Reserve Fund Value is less than the Reserve Fund Requirement, the City shall, in addition to the other Payments provided under the Purchase Agreement, immediately pay to the Trustee an amount sufficient to cause the Reserve Fund Value to equal the Reserve Fund Requirement.

In connection with the execution and delivery of any Additional Parity Obligations, if the above conditions requiring the funding of the Reserve Fund have occurred and if the City elects to fund the reserve fund with respect to such Parity Obligations, the Reserve Fund shall be funded in an amount equal to the Reserve Fund Requirement which applies after the execution and delivery of such Additional Parity Obligations or the City shall deliver to the Trustee a Reserve Fund Guaranty complying with the requirements of Section 3.4 hereof, or a combination of the foregoing. Notwithstanding the foregoing, the City reserves the right to not require a reserve fund with respect to Additional Parity Obligations or to establish a separate reserve fund for any or all executions and deliveries of Additional Parity Obligations which may, in lieu of the Reserve Fund created herein, be funded (if the above conditions for funding the Reserve Fund occur) with the Reserve Fund Requirement applicable to such issue or covered by a Reserve Fund Guaranty or a combination thereof, provided that amounts to be paid into any such separate reserve fund or to pay the Reserve Fund Guarantor, other than from proceeds of such issue, shall be made on a parity with payments into the Reserve Fund hereby established and shall not exceed, in any bond year, the proportionate deficit payment allocable to such separate reserve fund. For the purposes hereof, "proportionate deficit payment" means an amount which bears the same proportion to the deficit in a given separate reserve fund that the amount available to remedy deficits in the Reserve Fund and all separate reserve funds bears to the aggregate deficit or deficits in the Reserve Fund and all separate reserve funds.

With respect to the Obligations or any Parity Obligations with respect to which a Reserve Fund Guaranty is then in effect, if on the Business Day preceding any day on which Payments or other debt service is due on the Obligations or Parity Obligations there are not to the knowledge of the Trustee on deposit in the applicable payment fund and the Reserve Fund sufficient moneys to pay all Payments or debt service to become due on such date, the Trustee shall immediately notify the Reserve Fund Guarantor of such deficiency and shall do all things necessary under the terms of the Reserve Fund Guaranty to realize and receive on or before such date or as soon thereafter as is practicable moneys in the amount of such deficiency. All amounts received by the Trustee as payments under the Reserve Fund Guaranty shall be deposited to the Reserve Fund.

To the extent any moneys have been withdrawn from the Reserve Fund by the Trustee, no portion of the revenues from Excise Taxes shall be considered surplus revenues or available to the City until such Excise Taxes, or other available moneys, have first been applied to the extent required to reimburse the Reserve Fund for any such withdrawal or to increase the Reserve Fund Value to the Reserve Fund Requirement. If a Reserve Fund Guaranty is in effect with respect to any obligations, reimbursements to the Reserve Fund for such obligations shall be applied, first, to the extent a Reserve Fund Guaranty Agreement so requires, to pay to the Reserve Fund Guarantor any amounts owed to it pursuant to the Reserve Fund Guaranty Agreement and then to the Reserve Fund.

If on any January 1 or July 1, the Reserve Fund Value exceeds the Reserve Fund Requirement, such excess shall be transferred to the Payment Fund or other applicable payment fund in proportion to the amounts next to come due on Parity Obligations for which a separate reserve fund is not established or for which no reserve fund is required or to reimburse any amounts drawn on the Reserve Fund Guaranty and any interest thereon except, with respect to the Obligations or any issue of Additional Parity Obligations with respect to which a Reserve Fund Guaranty is in effect, as may otherwise be provided in the Reserve Fund Guaranty Agreement.

Any investment earnings allocated to the Reserve Fund after deduction of amounts to be set aside for rebate to the federal government pursuant to this Trust Agreement shall be used first to cause the amount on deposit in the Reserve Fund to equal the Reserve Fund Requirement or to reimburse any amounts drawn on the Reserve Fund Guaranty and any interest thereon and, to the extent not necessary for such purpose, shall be transferred by the Trustee to the Payment Fund or to any other payment fund for Outstanding Parity Obligations for which a separate reserve fund is not established.

. If at any time the City shall deliver to the Trustee (a) a Reserve Fund Guaranty, (b) an opinion of counsel delivered pursuant to Section 10.4 hereof stating that the delivery of such Reserve Fund Guaranty to the Trustee is authorized under this Trust Agreement and complies with the terms hereof and thereof, (c) evidence that the Reserve Fund Guarantor is rated "AA" or better by the Rating Agencies rating the Obligations, and (d) a letter from each Rating Agency stating that (i) the issuance of the Reserve Fund Guaranty to the Trustee and (ii) if a Reserve Fund Guaranty is then in effect with respect to the Reserve Fund, the substitution of the proposed Reserve Fund Guaranty for the Reserve Fund Guaranty then in effect, will not, by itself, result in a reduction or withdrawal of its rating on the Parity Obligations, and if such rating shall be in effect on the date of such issuance and, if applicable, substitution, then the Trustee shall accept such Reserve Fund Guaranty and promptly surrender the previously held Reserve Fund Guaranty, if any, to the issuer thereof for cancellation.

ARTICLE IV
REDEMPTION OF OBLIGATIONS

Section 4.1. Redemption Provisions.

(a) The Obligations maturing before or on July 1, 20___, are not subject to redemption prior to their stated maturity dates. The Obligations maturing on or after July 1, 20__, are subject to redemption in such order and from such maturities as may be selected by the City and by lot within any maturity by such methods as may be selected by the Trustee from redemptions made at the option of the City pursuant to Section 7 of the Purchase Agreement, in whole or in part on any date, on or after July 1, 20__, at a redemption price equal to the principal amount of Obligations or portions thereof to be redeemed, together with accrued interest to the date fixed for redemption, but without premium.

. The Obligations shall be redeemed only in the principal amounts of $5,000 each or integral multiples thereof. The City shall, at least forty-five (45) days prior to the redemption

date, notify the Trustee of such redemption date and of the maturities of the Obligations and the principal amount of the Obligations of any such maturity to be redeemed on such date. For the purposes of any redemption of less than all of the Obligations of a single maturity, if the Obligations are not held in a book-entry-only system as described in Section 2.7, the particular Obligations or portions of Obligations of such maturity to be redeemed shall be selected by the Trustee by lot in accordance with its standard procedures not more than forty-five (45) nor less than thirty (30) days prior to the redemption date by such selection methods as the Trustee shall in its sole discretion deem appropriate and fair; provided, however, that such selection methods shall provide for the selection of Obligations or portions thereof for redemption in principal amounts of $5,000 or integral multiples thereof such that any $5,000 Obligation or $5,000 portion of an Obligation of such maturity shall be as likely to be called for redemption as any other such $5,000 Obligation or $5,000 portion thereof. The Trustee shall promptly notify the City in writing of the Obligations so selected for redemption, and the City will provide the Trustee within thirty (30) days a recomputed payment schedule for the Purchase Agreement.

Section 4.3. Notice of Redemption; Effect.

(a) The Trustee shall cause notice of any redemption of Obligations hereunder, other than redemption at maturity, to be mailed to the Owners of all of the Obligations to be redeemed at the addresses appearing in the Register kept for such purpose pursuant to Section 2.13. Each such notice shall (1) be sent no more than sixty (60) nor less than thirty (30) calendar days prior to the redemption date, (2) identify the Obligations to be redeemed (specifying the CUSIP numbers, if any, assigned to the Obligations), (3) specify with respect to the Obligations being redeemed their date of issue, their maturity date, their redemption date and their redemption price, (4) set forth the name, address and telephone number of the person from whom information pertaining to the redemption may be obtained, and (5) state that on the redemption date the Obligations to be redeemed will be payable at the Designated Office, that from that date interest will cease to accrue and that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Obligations. No defect affecting any Obligation, whether in the notice of redemption or the delivery thereof (including any failure to mail such notice), shall affect the validity of the redemption proceedings for any other Obligations.

(b) If at the time of mailing of notice of an optional redemption Obligations, there has not been deposited with the Trustee moneys or Defeasance Obligations sufficient to redeem all Obligations subject to such redemption and the requirements of (e) below are not satisfied, then such notice shall state that the redemption is conditional upon the deposit of moneys or Defeasance Obligations sufficient for the redemption with the Trustee and satisfaction of such requirements not later than the opening of business on the redemption date, and such notice will be of no effect and such Obligations shall not be redeemed unless such moneys or Defeasance Obligations are so deposited and such requirements in (e) below are met.

(c) Any notice of redemption shall be mailed by first class mail, postage prepaid; provided that any notice of redemption given to any Owner of $1,000,000 or more in aggregate principal amount of Obligations also shall be transmitted electronically. A certificate of the Trustee shall conclusively establish the mailing or delivery of any such notice for all purposes.

(d) Notice having been mailed in the manner provided in (a) above, the Obligations and portions thereof called for redemption shall become due and payable on the redemption date, and upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus interest accrued to the redemption date.

(e) If the money or Defeasance Obligations for the redemption of all of the Obligations and portions thereof to be redeemed, together with interest accrued thereon to the redemption date, is held by the Trustee on the redemption date, so as to be available therefor on that date, then from and after the redemption date those Obligations and portions thereof to be redeemed shall cease to bear interest and no longer shall be considered to be Outstanding hereunder. If those moneys shall not be so available on the redemption date, those Obligations and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption.

(f) All moneys deposited in the Payment Fund and held by the Trustee for the redemption of particular Obligations shall be held in trust for the account of the Owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Obligations.

(g) The Trustee also agrees to send notice of any redemption to the Municipal Securities Rulemaking Board (the "MSRB"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

. Upon surrender of any Obligation redeemed in part only, the Trustee shall execute and deliver to the Owner thereof, at the expense of the City, a new Obligation or Obligations of Authorized Denominations equal in aggregate principal amount to the unredeemed portion of the Obligation surrendered and of the same maturity.

ARTICLE V
PAYMENT FUND

. The Trustee holds in trust hereunder all of its rights and duties in the Purchase Agreement, including but not limited to all of the rights to receive and collect all of the Payments and all other amounts required to be deposited in the Payment Fund pursuant to the Purchase Agreement or pursuant hereto. All of the Payments and such other amounts to which the Seller may at any time be entitled shall be paid directly to the Trustee in trust, and all of the Payments collected or received by the Trustee shall be held by the Trustee in trust hereunder in the Payment Fund for the benefit of the Owners.

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(a) The Trustee shall establish a special trust fund designated as the "City of Chandler, Arizona Series 2026 Payment Fund" (herein referred to as the "Payment Fund"). So long as any Obligations are Outstanding, the City shall have no beneficial right or interest in the Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

(b) Not less than ten (10) Business Days prior to each Interest Payment Date, the Trustee shall notify the City of the amount required to be paid, after taking into account amounts which will be transferred to the Payment Fund in accordance herewith, on or before such Interest Payment Date, so that a sufficient amount will then be on deposit for both principal and interest represented by the Obligations then due. All amounts received by the Trustee as Payments pursuant to the Purchase Agreement or as transfers pursuant hereto shall be deposited in the Payment Fund.

(c) All amounts in the Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and interest represented by the Obligations as the same shall become due and payable, in accordance with the provisions of Articles II and IV.

. Except as otherwise directed by the City, the Trustee shall, on or before the next Interest Payment Date occurring on July 1, transfer any income or profit on the investment of moneys in the funds hereunder to the Payment Fund.

. Any surplus remaining in any of the funds created hereunder, after redemption and payment or provision for redemption and payment of all Obligations, including accrued interest and redemption premium, if any, and payment of any applicable fees, expenses or indemnities to the Trustee, or provision for such redemption and payment having been made to the satisfaction of the Trustee, shall be withdrawn by the Trustee and remitted to the City.

. Monies and investments properly paid into and held in the funds and accounts established hereunder shall not be subject to the claims of the owners of any Parity Obligations, except to the extent applicable for the Reserve Fund or moneys drawn on a Reserve Fund Guaranty, and the Owners of the Obligations shall have no claim or lien upon any monies or investments properly paid into and held in the funds and accounts established under the proceedings for any Parity Obligations other than the Reserve Fund (unless a separate reserve fund is established) or monies drawn on a Reserve Fund Guaranty (unless a separate reserve fund guaranty is obtained).

ARTICLE VI
MONEYS IN FUNDS; INVESTMENT; CERTAIN TAX COVENANTS

. The moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owners of the Obligations and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the City or any Owner of the Obligations.

. Upon written order of the City Representative, moneys held by the Trustee hereunder shall be invested and reinvested by the Trustee, to the maximum extent practicable in Permitted Investments. The City Representative shall direct such investment in specific Permitted Investments. Such investments, if registrable, shall be registered in the name of the Trustee and shall be held by the Trustee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as purchaser or agent in the making or disposing of any investment. Absent timely and specific written direction from the City Representative, the Trustee shall hold any cash held by it hereunder uninvested. In no event shall the Trustee be liable for the selection of investments. The Trustee may conclusively rely upon such written direction from the City Representative as to both the suitability and legality of the directed investments and such written investment direction shall constitute a certification that such directed investment constitutes a Permitted Investment. The City acknowledges that regulations of the Comptroller of the Currency grant the City the right to receive brokerage confirmations of the security transactions as they occur, at no additional cost. To the extent permitted by law, the City specifically waives compliance with 12 Code of Federal Regulations 12 and hereby notifies the Trustee that no brokerage confirmations need be sent relating to the security transactions as they occur. The Trustee also is specifically authorized to implement its automated cash investments system to assure that cash on hand is invested and to charge reasonable cash management fees, which may be deducted from income earned on investments. The Trustee may elect, but shall not be obligated, to credit the funds and accounts held by it with moneys representing income or principal payments due on, or sales proceeds due in respect of, Permitted Investments in such funds and accounts, or to credit to Permitted Investments intended to be purchased with such moneys, in each case before actually receiving the requisite moneys from the payment source, or to otherwise advance funds for account transactions. The City acknowledges that the legal obligation to pay the purchase price of any Permitted Investments arises immediately at the time of the purchase. Notwithstanding anything else in this Trust Agreement, (i) any such crediting of funds or assets shall be provisional in nature, and the Trustee shall be authorized to reverse any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (ii) nothing in this Trust Agreement shall constitute a waiver of any of the Trustee's rights as a securities intermediary under Uniform Commercial Code Section 9-206.

. The Trustee shall furnish to the City, not less than semiannually, an accounting (which may be in the form of its customary statement) of all investments made by the Trustee. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 6.2.

. Any income, profit or loss on such investments shall be deposited in or charged to the respective funds from which such investments were made, and any interest on any deposit of funds shall be deposited in the fund from which such deposit was made, except as otherwise provided herein. At the direction of the City Representative, any such income, profit or interest shall be transferred and applied if necessary to pay amounts due pursuant to Section 148 of the Code.

. For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at Market Value. The City acknowledges that values shall be determined in accordance with the price provided by pricing services and sources relied upon by the Trustee and the Trustee does not have any duty to independently value any asset or an obligation other than the price provided by pricing services and sources relied upon by Trustee. The Trustee may sell or present for redemption, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment.

. In the event the City is of the opinion that it is necessary to restrict or limit the yield on the investment of any amounts paid to or held by the Trustee hereunder in order to avoid the Obligations, or any of them, being considered "arbitrage bonds" within the meaning of Section 148 of the Code, the City Representative may issue to the Trustee a written certificate to such effect along with instructions directing the Trustee to take such action with respect to investments hereunder as the City instructs so to restrict or limit the yield on such investment in accordance with the specific instructions contained in such certificate. The Trustee shall have no responsibility with respect to arbitrage or investment yield in connection with the Obligations except to comply within a reasonable time with written investment direction of the City in accordance with this Section and Section 6.2.

. In consideration of the acceptance and execution of the Purchase Agreement by the Trustee and the purchase by the Owners, from time to time, and in consideration of retaining the exclusion of the portion of each Payment denominated as and comprising interest pursuant to the Purchase Agreement and received by the Owners for federal income tax purposes, the City shall, from time to time, neither take nor fail to take any action, which action or failure to act is within its power and authority and would result in such portion of each such Payment becoming subject to inclusion in gross income for federal income tax purposes under either laws existing on the date of execution of the Purchase Agreement or such laws as they may be modified or amended or tax laws later adopted. The City shall comply with such requirement(s) and will take any such action(s) as are necessary to prevent such portion of each such Payment from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by special counsel; to pay to the United States of America any required amounts representing rebates of arbitrage profits relating to the Obligations; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys held pursuant to this Trust Agreement and limiting the use of the proceeds of the Obligations and property financed thereby.

ARTICLE VII
THE TRUSTEE

. The City hereby authorizes and directs the Trustee to, and the Trustee shall, execute and deliver the Purchase Agreement, as Seller, and receive all moneys required to be

deposited with the Trustee hereunder and shall allocate, use and apply the same as provided in this Trust Agreement. The City shall maintain as the Trustee a bank or trust company with a combined capital and surplus of at least Fifty Million Dollars ($50,000,000), and subject to supervision or examination by federal or State authority, so long as any of the Obligations are Outstanding. If such bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

. Except with respect to its authority and power generally and authorization to execute this Trust Agreement, the recitals of facts, covenants and agreements herein, in the Purchase Agreement and in the Obligations shall be taken as statements, covenants and agreements of the City, and the Trustee assumes no responsibility for the correctness of the same, or makes any representations as to the validity hereof or sufficiency of this Trust Agreement, the Purchase Agreement or the Obligations or shall incur any responsibility in respect hereof or thereof, other than in connection with the duties or obligations herein or in the Obligations assigned to or imposed upon it. Prior to the occurrence of an Event of Default, or after the timely cure of an Event of Default, the Trustee shall perform only such duties as are specifically set forth in this Trust Agreement and no implied obligations or covenants should be read into this Trust Agreement against the Trustee. After the occurrence of an Event of Default, the Trustee shall exercise such of the rights and powers vested in it, and use the same degree of care and skill in such exercise, as a prudent person would exercise under the circumstances in the conduct of its own affairs.

. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 7.1, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 7.4. Protection and Rights of the Trustee.

(a) The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificates, statements, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee shall not be bound to recognize any person as an Owner of any Obligation or to take any action at his request unless such Obligation shall be deposited with the Trustee and satisfactory evidence of the ownership of such Obligation shall be furnished to the Trustee. The Trustee may consult with counsel with regard to legal questions, and the advice or opinion of such counsel shall be full and

complete authorization and protection in respect of any action taken or suffered by it hereunder ingood faith in accordance therewith.

(b) Whenever in the administration of its duties under this Trust Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by the certificate of the City Representative and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of this Trust Agreement upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

(c) The Trustee may become the Owner of the Obligations with the same rights it would have if it were not Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Trustee and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Obligations, whether or not such committee shall represent the Owners of the majority in principal amount of the Obligations then Outstanding.

(d) The recitals, statements and representations by the City contained in this Trust Agreement, the Purchase Agreement or the Obligations shall be taken and construed as made by and on the part of the City and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

(e) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under this Trust Agreement or for anything whatever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or negligence.

(f) No provision in this Trust Agreement shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability (including, without limitation, any and all environmental liability) in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it.

(g) The Trustee shall not be accountable for the use or application by the City or any other party of any funds which the Trustee has released in accordance with the terms of this Trust Agreement.

(h) The Trustee makes no representation or warranty, express or implied, as to the title, value, design, compliance with specifications or legal requirements, quality,

durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the City of the Project. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from the Purchase Agreement or this Trust Agreement for the Project.

(i) Notwithstanding any provision in this Trust Agreement or the Purchase Agreement to the contrary, the Trustee shall not be required to take notice or be deemed to have notice of any default or an Event of Default, except an Event of Default under Section 9(a)(i)(A) of the Purchase Agreement, unless a Responsible Officer of the Trustee has actual notice thereof or is specifically notified in writing of such default by the City or the Owners of at least twenty-five percent (25%) in aggregate principal amount of all Obligations then Outstanding.

(j) The Trustee shall have the right to accept and act upon instructions of directions pursuant to this Trust Agreement sent by unsecured email, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee email or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee cannot determine the identity of the actual sender of such Instructions and the Trustee shall conclusively presume that directions that purport to have been sent by an officer listed on the incumbency certificate provided to the Trustee have been sent by such officer. The City shall be responsible for ensuring that only authorized representatives transmit such Instructions to the Trustee and that the City and all authorized representatives are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(k) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(l) The Trustee shall have no responsibility or liability with respect to any information, statements or recitals in any offering memorandum or other disclosure material prepared or distributed with respect to the execution and delivery of the Obligations.

(m) The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct. The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the Project.

(n) Before taking any action under this Trust Agreement relating to an Event of Default or in connection with its duties under this Trust Agreement other than making payments of principal and interest on the Obligations as they become due, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability which is adjudicated, to have resulted from its negligence or willful misconduct in connection with any action so taken.

(o) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Obligations then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement.

(p) In acting or omitting to act pursuant to the Purchase Agreement or any other documents executed in connection herewith or therewith, the Trustee shall be entitled to all of the rights, immunities and indemnities accorded to it under this Trust Agreement, including, but not limited to, this Article VII and Section 10.3.

. The City shall from time to time, pursuant to a fee schedule agreed to between the City and the Trustee (which fee schedule may be amended in writing), pay to the Trustee reasonable compensation for its services, including but not limited to advances to, and reasonable fees and expenses of, independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 7.6. Removal and Resignation of Trustee.

(a) The City (but only if no Event of Default has occurred and is continuing) or the Owners of a majority in aggregate principal amount of all Obligations Outstanding, at any time upon thirty (30) days' prior written notice, and for any reason, may remove the Trustee and any successor thereto, but any such successor shall be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars ($50,000,000) and subject to supervision or examination by federal or State authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or the requirements of any supervising or examining authority above referred to, then, for the purposes of this Section, the combined capital and surplus of such bank or trust company shall

be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) The Trustee may at any time resign by giving written notice to the City. Upon receiving such notice of resignation, the City shall promptly appoint a successor trustee by an instrument in writing; provided, however, that in the event that the City does not appoint a successor trustee within thirty (30) days following receipt of such notice of resignation or its giving notice of removal, the retiring Trustee may petition the appropriate court having jurisdiction to appoint a successor trustee. Any resignation or removal of the Trustee and appointment of a successor trustee shall become effective upon acceptance of appointment by the successor trustee. The Trustee and the City shall execute any documents reasonably required to effect the transfer of rights and obligations of the Trustee to the successor trustee subject, however, to the terms and conditions herein set forth, including, without limitation, the right of the predecessor Trustee to be paid and reimbursed in full for its reasonable charges and expenses (including reasonable fees and expenses of its counsel) and the indemnification under Sections 7.4 and 10.3. Upon such acceptance, the successor trustee shall mail notice thereof to the Owners of the Obligations at their respective addresses set forth on the registration books for the Obligations maintained pursuant to Section 2.13.

. The Trustee may appoint an agent or agents to exercise any of the powers, rights or remedies granted to the Trustee under this Trust Agreement and to hold title to property or to take any other action which may be desirable or necessary.

. The Trustee may commingle any of the funds held by it pursuant to this Trust Agreement in a separate fund or funds for investment purposes only; provided, however, that all funds or accounts held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee.

. The Trustee shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which shall be available for inspection by the City, or any of its agents, at any time, upon reasonable prior notice, during regular business hours. The Trustee shall provide the City Representative with semiannual reports of funds transactions and balances in accordance with Section 6.3 hereof.

ARTICLE VIII
MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 8.1. Amendments Permitted.

(a) This Trust Agreement and the rights and obligations of the Owners of the Obligations and the Purchase Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental or amending agreement which shall become effective when the written consent of the Owners of a majority in aggregate principal amount of all Obligations then Outstanding, exclusive of Obligations disqualified as provided in Section 8.3, shall have been filed with the Trustee. No such modification or amendment shall (1) extend or have the effect of extending the fixed maturity of any Obligation or reducing the

interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the redemption thereof, without the express consent of the Owner of such Obligation, or (2) reduce or have the effect of reducing the percentage of Obligations required for the affirmative vote or written consent to an amendment or modification of this Trust Agreement or the Purchase Agreement, or (3) modify any of the rights or obligations of the Trustee without its written assent thereto. Any such supplemental or amending agreement shall become effective as provided in Section 8.2.

(b) This Trust Agreement and the rights and obligations of the Owners of the Obligations, and the Purchase Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental or amending agreement, without the consent of any such Owners, but only (1) to provide for additions or modifications to the Project, (2) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein reserved to the Trustee (for its own behalf) or the City, (3) to secure additional revenues or provide additional security or reserves for payment of the Obligations, (4) to comply with the requirements of any state or federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder, (5) to provide for the appointment of a successor trustee pursuant to the terms hereof, (6) to preserve the exclusion of the interest on the Obligations from gross income for purposes of federal or State income taxes and to preserve the power of the City to continue to issue bonds or incur other obligations the interest on which is likewise exempt from federal and State income taxes, (7) to cure, correct or supplement any ambiguous or defective provision contained herein or therein, (8) to facilitate the incurrence of Additional Parity Obligations, (9) with respect to rating matters, or (10) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not materially adversely affect the interests of the Owners of the Obligations as evidenced by a Special Counsel's Opinion delivered by the City to the Trustee. Any such supplemental or amending agreement shall become effective upon execution and delivery by the parties hereto or thereto as the case may be. The Trustee may rely upon a Special Counsel's Opinion as conclusive evidence that any such supplemental or amending agreement complies with this Section.

Section 8.2. Procedure for Amendment With Written Consent of Obligation Owners.

(a) This Trust Agreement and the Purchase Agreement may be amended by supplemental or amending agreement as provided in this Section in the event the consent of the Owners of the Obligations is required pursuant to Section 8.1. A copy of such supplemental or amending agreement, together with a request to the Owners of the Obligations for their consent thereto, shall be mailed by the Trustee to each Owner of an Obligation at the address thereof as set forth on the registration books for the Obligations maintained pursuant to Section 2.13, but failure to mail copies of such supplemental or amending agreement and request shall not affect the validity of the supplemental or amending agreement when assented to as provided in this Section.

(b) Such supplemental or amending agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of a majority

in principal amount of all Obligations then Outstanding (exclusive of Obligations disqualified as provided in Section 8.3) and a notice shall have been mailed as hereinafter in this Section provided. The consent of an Owner of an Obligation shall be effective only if accompanied by proof of ownership of the Obligations for which such consent is given, which proof shall be such as is permitted by Section 2.12. Any such consent shall be binding upon the Owner of the Obligation giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Owners of the required percentage of Obligations shall have filed their consents to such supplemental or amending agreement, the Trustee shall mail a notice to the Owners of the Obligations in the manner hereinbefore provided in this Section for the mailing of such supplemental or amending agreement of the notice of adoption thereof, stating in substance that such supplemental or amending agreement has been consented to by the Owners of the required percentage of Obligations and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be conclusive proof of the matters therein stated. Such supplemental or amending agreement shall become effective upon the mailing of such last-mentioned notice, and such supplemental or amending agreement shall be deemed conclusively binding upon the parties hereto and the Owners of all Obligations at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60) day period.

. Obligations owned or held by or for the account of the City or by any person directly or indirectly controlled by, or under direct or indirect common control with the City (except any Obligations held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Obligations provided for in this Trust Agreement and shall not be entitled to vote upon, consent to, or take any other action provided for in this Trust Agreement; provided, however, that in determining whether the Trustee shall be protected in relying upon any such approval or consent of an Owner, only Obligations which a Responsible Officer of the Trustee actually knows to be owned or held by the City, or by any person directly or indirectly controlled by, or under direct or indirect common control with the City (except any Obligations held in any pension or retirement fund) shall be deemed not to be Outstanding unless all Obligations are so owned, in which case such Obligations shall be considered Outstanding for the purpose of such determination.

. From and after the time any supplemental or amending agreement becomes effective pursuant to this Article VIII, this Trust Agreement or the Purchase Agreement, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Obligations Outstanding, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental or amending agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Purchase Agreement, as the case may be, for any and all purposes.

. The Trustee may determine that Obligations delivered after the effective date of any action taken as provided in this Article shall bear a notation, by endorsement or otherwise, in form approved by the Trustee, as to such action. In that case, upon demand of the Owner of any Obligation Outstanding at such effective date and presentation of his Obligation for the purpose at the office of the Trustee, a suitable notation shall be made on such Obligation. The Trustee may determine that the delivery of substitute Obligations, so modified as in the opinion of the Trustee is necessary to conform to such Obligation Owners' action, which substitute Obligations shall thereupon be prepared, executed and delivered. In that case, upon demand of the Owner of any Obligation then Outstanding, such substitute Obligation shall be exchanged at the Designated Office of the Trustee, without cost to such Owner, for an Obligation of the same character then Outstanding, upon surrender of such Outstanding Obligation.

. The provisions of this Article shall not prevent any Obligation Owner from accepting any amendment or supplement as to the particular Obligations held thereby, provided that proper notation thereof is made on such Obligations.

ARTICLE IX
COVENANTS, NOTICES

. The City shall perform all obligations and duties imposed on it under the Purchase Agreement and shall not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be an Event of Default. The City, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting any such action will deliver the same, or a copy thereof, to the Trustee.

. The City shall well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States of America, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the City, including its right to exist and carry on business as a political subdivision, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

. The City shall file this Trust Agreement (or a memorandum thereof or a financing statement with respect thereto), and all such documents as may be required by law (and shall take all further actions which may be necessary or be reasonably required by the Trustee, provided the Trustee shall have no duty or obligation to request such actions), all in such manner, at such times and in such places as may be required by law in order fully to preserve, protect and perfect the security of the Trustee and the Owners. The Trustee has no duty or obligation to determine the sufficiency of any such filings.

. The Trustee (at the reasonable request of the City) and the City shall make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this

Trust Agreement and the Purchase Agreement and for the better assuring and confirming unto the Owners the rights and benefits provided herein.

. The Trustee shall notify the City of any failure by the City to make any Payment or other payment required under the Purchase Agreement to be made to the Trustee, in writing and within one (1) Business Day of any such failure. Such notice shall not be a prerequisite for the occurrence of an Event of Default.

. Except as otherwise required herein, if this Trust Agreement or the Purchase Agreement requires any party to act on a specific day and such day is not a Business Day, such party need not perform such act until the next succeeding Business Day, and such act shall be deemed to have been performed on the day required.

ARTICLE X
LIMITATION OF LIABILITY

. Except for the payment of Payments from revenues from Excise Taxes when due in accordance with the Purchase Agreement and the performance of the other covenants and agreements of the City contained in the Purchase Agreement and herein, the City shall have no pecuniary obligation or liability to any of the other parties or to the Owners with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Obligations or the distribution of Payments to the Owners by the Trustee.

. The City shall have no obligation or liability to any of the other parties or to the Owners with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

Section 10.3. Indemnification of the Trustee.

(a) To the extent permitted by law, the City shall indemnify and save the Trustee, in its capacity as Trustee and Seller, and its officers, directors, agents and employees, harmless for, from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of: (1) the use, maintenance, condition or management of, or from any work or thing done on, the Project or any portion thereof or interest therein by the City; (2) any breach or default on the part of the City in the performance of any of its obligations under this Trust Agreement and any other agreement made and entered into for purposes of the Project or any interest therein; (3) any act of negligence of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Project; (4) any act of negligence of any assignee of, or purchaser from, the City or of any of its or their agents, contractors, servants, employees or licensees with respect to the Project; (5) the acquisition of the Project or any interest therein; (6) the actions of any other party, including but not limited to the operation or use of the Project or interest therein by the City; (7) the ownership of the Project or interest therein; (8) the exercise and performance by the Trustee of its powers and duties hereunder, under the Purchase Agreement or the Obligations or in connection with any document or transaction contemplated herewith or therewith; or (9) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in

light of the circumstances under which they were made, not misleading in any official statement or other offering circular utilized in connection with the sale of the Obligations, including the costs and expenses of defending itself against any claim of liability arising under this Trust Agreement. No indemnification will be made under this Section or elsewhere in this Trust Agreement for willful misconduct or negligence by the Trustee, or by its officers, agents, employees, successors or assigns. As security for the payment of amounts due under Section 7.5 and this Section, the Trustee shall be secured under this Trust Agreement by a lien prior to that for the Obligations. The obligations of the City hereunder for indemnification under this Section shall remain valid and binding notwithstanding, and shall survive, the maturity and payment or redemption of the Obligations or resignation or removal of the Trustee or the termination of this Trust Agreement.

(b) Promptly after determining that any event or condition which requires or may require indemnification by the City hereunder exists or may exist, or after receipt of notice of the commencement of any action in respect of which indemnity may be sought hereunder, the Trustee shall notify the City in writing of such circumstances or action (the "Notification"). Failure to give such notification shall not affect the right of the Trustee to receive the indemnification provided for herewith. Upon giving of the Notification, the Trustee shall cooperate fully with the City in order that the City may defend, compromise or settle any such matters or actions which may result in payment by the City hereunder. The City shall give the Trustee notice of its election within fifteen (15) days after receiving the Notification whether the City, at its sole cost and expense, shall represent and defend the Trustee in any claim or action which may result in a request for indemnification hereunder. If the City timely gives the notice that it will represent and defend the Trustee thereafter, the Trustee shall not settle or compromise or otherwise interfere with the defense or undertakings of the City hereunder. The City shall not settle or compromise any claim or action against the Trustee without the written approval of the Trustee, except to the extent that the City shall pay all losses and the Trustee shall be fully released from such claim or action. If the City either fails to timely give its notice or notifies the Trustee that the City will not represent and defend the Trustee or the Trustee believes in good faith that there are defenses available to it that are not available to the City or that are adverse to or in conflict with those available to the City and that the Trustee believes in good faith cannot be effectively asserted by common counsel, the Trustee may defend, settle, compromise or admit liability as it shall determine in the reasonable exercise of its discretion, at the expense of the City. In the event the City is required to and does indemnify the Trustee as herein provided, the rights of the City shall be subrogated to the rights of the Trustee to recover such losses or damages from any other person or entity.

. Before being required to take any action, the Trustee may require an opinion of Independent Counsel acceptable to the Trustee, which opinion shall be made available to the other parties hereto upon request, which counsel may be counsel to any of the parties hereto, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, the Trustee shall be absolutely protected in relying thereon.

ARTICLE XI
EVENTS OF DEFAULT AND REMEDIES OF OBLIGATION OWNERS

. As provided herein, the Trustee holds in trust hereunder all of the Seller's rights in and to the Purchase Agreement, including without limitation all of the Seller's rights to exercise such rights and remedies conferred on the Seller pursuant to the Purchase Agreement as may be necessary or convenient to enforce payment of the Payments and any other amounts required to be deposited in the Payment Fund and enforcement of the pledge of revenues from Excise Taxes for the payment of the Obligations.

. If an Event of Default shall happen, then and in each and every such case during the continuance of such Event of Default, the Trustee may, or upon request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding and receiving indemnity satisfactory to it shall, exercise one or more of the remedies granted pursuant to the Purchase Agreement; provided, however, that notwithstanding anything herein or in the Purchase Agreement to the contrary, there shall be no right under any circumstances to accelerate the maturities of the Obligations or otherwise to declare any of the Payments not then past due or in default to be immediately due and payable.

. All moneys received by the Trustee pursuant to any right given or action taken pursuant to the provisions of this Article XI or Section 9 of the Purchase Agreement and any moneys held as part of the trust estate shall be applied by the Trustee in the order following:

> First, to the payment of the fees, costs and expenses of the Trustee and then of the Obligation Owners in declaring such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel and any outstanding fees and expenses of the Trustee,
>
> Second, to the payment of the whole amount then owing and unpaid with respect to the Obligations and, in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Obligations, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

. If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of all Obligations then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of the Obligations by a suit in equity or action at law for the specific performance of any covenant or agreement contained herein.

. Except as otherwise provided in this Article, the Obligation Owners have the right to institute suit to enforce and collect the Payments as provided in the Purchase Agreement. No delay or omission of the Trustee or of any Owner of any of the Obligations to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and

every power and remedy given by this Article to the Trustee or the Owners of the Obligations may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Obligation Owners.

. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Obligations, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, without the consent of the Owners of a majority in aggregate principal amount of the Obligations Outstanding.

Section 11.7. Limitation on Obligation Owners' Right to Sue.

(a) No Owner of any Obligation issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (1) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (2) the Owners of at least a majority in aggregate principal amount of all Obligations then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (3) said Owners shall have tendered to the Trustee indemnity satisfactory to it against the costs, expenses, and liabilities to be incurred in compliance with such request; and (4) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

(b) Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Obligations of any remedy hereunder; it being understood and intended that no one or more Owners of Obligations shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal and proportionate benefit of all Owners of the Outstanding Obligations.

(c) The right of any Owner of any Obligation to receive payment of said Owner's proportionate interest in the Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Trust Agreement.

ARTICLE XII
MISCELLANEOUS

Section 12.1. Defeasance.

(a) If and when any Outstanding Obligation or portion thereof shall be paid and discharged in any one or more of the following ways:

(1) By paying or causing to be paid the principal of and interest and redemption premium, if any, with respect to such Obligations Outstanding, as and when the same become due and payable;

(2) By depositing with a Depository Trustee, in trust for such purpose, at or before maturity, money which, together with the amounts then on deposit in the Payment Fund is fully sufficient to pay or cause to be paid such Obligations Outstanding, including all principal, interest and redemption premium, if any; or

(3) By depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are noncallable in such amount as shall be certified to the Trustee and the City in a report by an independent firm of nationally recognized certified public accountants acceptable to the Trustee and the City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit in the Payment Fund together with the interest to accrue thereon, to pay and discharge or cause to be paid and discharged such Obligations (including all principal, interest and redemption premium, if any) at their respective maturity or prior redemption dates, which deposit may be made in accordance with the provisions of Section 7 of the Purchase Agreement;

notwithstanding that any Obligations shall not have been surrendered for payment, all obligations of the Trustee and the City with respect to such Outstanding Obligations shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from funds deposited pursuant to subsections (2) or (3) of this Section and paid to the Trustee by the Depository Trustee, to the Owners of the Obligations not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to subsections (2) or (3), the Obligations shall continue to represent direct and proportionate interests of the Owners thereof in such funds.

(b) Any funds held by the Trustee, at the time of one of the events described in paragraph (a) of this Section, which are not required for the payment to be made to Owners or for the payment of any other amounts due and payable by the City hereunder or under the Purchase Agreement, shall be paid over to the City.

(c) Any Obligation or portion thereof in Authorized Denominations may be paid and discharged as provided in this Section; provided however, that if any such Obligation or portion thereof is to be redeemed, notice of such redemption shall have been given in accordance with the provisions hereof or the City shall have submitted to the Trustee instructions expressed to be irrevocable as to the date upon which such Obligation or portion thereof is to be redeemed and as to the giving of notice of such redemption; and provided further, that if any such Obligation or portion thereof will not mature within sixty (60) days of the deposit referred to in

paragraph (a) subsections (2) or (3) of this Section, the Trustee shall give notice of such deposit by first class mail to the Owners.

(d) No Obligation may be provided for as described in this Section if, as a result thereof, or of any other action in connection with which the provisions for payment of such Obligation is made, the interest payable on any Obligation is thereby made includable in gross income for federal income tax purposes. The Trustee, the Depository Trustee, and the City may rely upon an opinion of Independent Counsel which is nationally recognized bond counsel to the effect that the provisions of this subsection will not be breached by so providing for the payment of any Obligations.

. All written notices to be given under this Trust Agreement shall be given by overnight delivery or courier or by mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective upon deposit in the United States of America mail, postage prepaid or, in the case of personal delivery, upon delivery to the address set forth below:

If to the City: City of Chandler, Arizona
175 S. Arizona Avenue
Chandler, Arizona 85225
Attention: Dawn Lang, Deputy City Manager/
Chief Financial Officer

If to the Trustee: U.S. Bank Trust Company, National Association
1101 W. Washington Street
Tempe, Arizona 85288
Attention: Global Corporate Trust

All notices, approvals, consents, requests and any communications to the Trustee hereunder must be in writing in English and must be in the form of a document that is signed manually or by way of an electronic signature (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Trustee). Electronic signatures believed by the Trustee to comply with the ESIGN ACT of 2000 or other applicable law shall be deemed original signatures for all purposes. If the City chooses to use electronic signatures to sign documents delivered to the Trustee, the City agrees to assume all risks arising out of its use of electronic signatures, including without limitation the risk of the Trustee acting on an unauthorized document and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Trustee may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Trustee in lieu of, or in addition to, any document signed via electronic signature.

Section 12.3. Incorporation of State Statutes.

(a) As required by the provisions of Section 38-511, Arizona Revised Statutes, as amended, notice is hereby given that the City may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract

on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. The Trustee covenants not to employ as an employee, an agent or, with respect to the subject matter of this Trust Agreement, a consultant, any person significantly involved in initiating, negotiating, securing, drafting or creating this Trust Agreement on behalf of the City within three years from the execution of this Trust Agreement, unless a waiver of Section 38-511, Arizona Revised Statutes, as amended, is provided by the City. No basis exists for the City to cancel this Trust Agreement pursuant to Section 38-511, Arizona Revised Statutes, as amended, as of the date hereof.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, as amended, the Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the "e-verify" requirements under Section 23-214(A), Arizona Revised Statutes, as amended. The breach by the Trustee of the foregoing shall be deemed a material breach of this Trust Agreement and may result in the termination of the services of the Trustee. The City retains the legal right to randomly inspect the papers and records of the Trustee to ensure that the Trustee is complying with the above-mentioned warranty. The Trustee shall keep such papers and records open for random inspection during normal business hours by the Trustee. The Trustee shall cooperate with the random inspections by the City including granting the City entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential.

(c) To the extent applicable under Section 35-393 et seq., Arizona Revised Statutes, as amended, the Trustee hereby certifies it is not currently engaged in, and for the duration of this Trust Agreement shall not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in Section 35-393, Arizona Revised Statutes, as amended. If the City determines that the Trustee's certification above is false or that it has breached such agreement, the City may remove the Trustee hereunder as provided by law.

(d) To the extent applicable under Section 35-394, Arizona Revised Statutes, as amended, the Trustee hereby certifies it does not currently, and for the duration of this Trust Agreement shall not use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China, (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (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. The foregoing certification is made to the best knowledge of the Trustee without any current independent investigation or without any future independent investigation for the duration of this Trust Agreement. If the Trustee becomes aware during the duration of this Trust Agreement that it is not in compliance with such certification, the Trustee shall provide the required notice to the City and resign as Trustee hereunder in accordance with the provisions of Article VII. If the City determines that the Trustee is not in compliance with the foregoing certification and has not taken remedial action, the City shall terminate the Trustee's role as the Trustee hereunder pursuant to Article VII.

. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

. This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Trust Agreement either the City or the Trustee is named or referred to, such reference shall be deemed to include successors or assigns thereof, and all the covenants and agreements in this Trust Agreement contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Trust Agreement.

. Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trustee and the delivery to the City of any Obligations, the Trustee may destroy such Obligations and, upon the City's request, deliver a certificate of such destruction to the City instead.

. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

. Nothing in this Trust Agreement or the Obligations, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City, the Trustee and the Owners, any legal or equitable right, remedy or claim under or by reason of this Trust Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, provisions and agreements in this Trust Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee and the Owners of the Obligations.

. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

. In case any one or more of the provisions contained in this Trust Agreement or in the Obligations shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Obligations pursuant thereto

irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the day and year first above written.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By.....
Authorized Representative

CITY OF CHANDLER, ARIZONA

By.....
Mayor

ATTEST:

.....
City Clerk

EXHIBIT A

(Form of Obligation)

Number: R-..... Principal Amount: $.....

Unless this Obligation is presented by an authorized representative of The Depository Trust Company of New York, a New York corporation ("DTC"), to the Trustee (or any successor registrar) for registration of transfer, exchange, or payment, and any Obligation issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.1*

EXCISE TAX REVENUE OBLIGATION, SERIES 2026
Evidencing a Proportionate Interest of the Owner
Hereof in Payments to be Made by

THE CITY OF CHANDLER, ARIZONA

to

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

Interest Rate:	Maturity Date:	Dated Date:	CUSIP:
.....%	July 1, 20....	January __, 2026	158855 .....

REGISTERED OWNER: CEDE & CO.*

PRINCIPAL AMOUNT: ..... DOLLARS

THIS IS TO CERTIFY THAT the registered owner identified above, or registered assigns, as the registered owner of this Excise Tax Revenue Obligation, Series 2026 (this "Obligation") is the owner of an undivided, participatory, proportionate interest in the right to receive certain "Payments" under and defined in that certain Series 2026 Purchase Agreement, dated as of January 1, 2026 (the "Purchase Agreement"), by and between U.S. Bank Trust Company, National Association (the "Trustee"), and the City of Chandler, Arizona, a municipal corporation under the laws of the State of Arizona (the "City"), which Payments and other rights and interests under the Purchase Agreement are held by the Trustee in trust under that certain Series 2026 Trust Agreement, dated as of January 1, 2026 (the "Trust Agreement"), by and between the City and the Trustee. The Trustee maintains a corporate trust office for payment and transfer of

* Included only while DTC is the Securities Depository.

this Obligation (the "Designated Office").

The registered owner of this Obligation is entitled to receive, subject to the terms of the Purchase Agreement, on the maturity date set forth above, the principal amount set forth above, representing a portion of the payments due designated as principal coming due and to receive semiannually on January 1 and July 1 of each year commencing July 1, 2026 (the "Interest Payment Dates"), until payment in full of said portion of principal or redemption prior thereto, the registered owner's proportionate share of the Payments designated as interest coming due during the period commencing on the last date on which interest was paid and ending on the day prior to the Interest Payment Date or, if no interest has been paid, from the Dated Date specified above. Said interest is the result of the multiplication of said principal by the interest rate per annum set forth above. Interest shall be calculated on the basis of a 360-day year composed of twelve (12) months of thirty (30) days each.

Said amounts representing the registered owner's share of the Payments designated as interest are payable in lawful money of the United States of America by check mailed when due by first class mail by the Trustee to the registered owner in whose name this Obligation is registered at the close of business on the fifteenth (15th) day of the calendar month next preceding the Interest Payment Date at the address thereof as it appears on the registration books for the Obligations maintained by the Trustee. Said amounts representing the registered owner's share of the Payments designated as principal are payable when due upon surrender of this Obligation at the Designated Office. Principal, interest or redemption premium, if any, payable to any owner of $1,000,000 or more in principal amount of the series of obligations of which this Obligation is a part (the "Obligations") may be paid by wire transfer in immediately available funds to an account in the United States of America if the owner makes a written request of the Trustee at least twenty (20) days before the date of payment specifying the account address without presentment or surrender of this Obligation at the Designated Office except that the final payment of principal and interest, when due, will be paid upon surrender of this Obligation at the Designated Office. The notice may provide that it shall remain in effect for subsequent payments until otherwise requested in a subsequent written notice.

The Trustee has no obligation or liability to the registered owners of the Obligations for the payment of interest or principal pertaining to the Obligations. The Trustee's sole obligations are to administer, for the benefit of the registered owners of the Obligations, the various funds and accounts established pursuant to the Trust Agreement. (The recitals, statements, covenants and representations made in this Obligation shall be taken and construed as made by and on the part of the City, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.)

This Obligation has been executed and delivered by the Trustee pursuant to the terms of, and for the purposes described in, the Trust Agreement. The City is authorized to enter into the Purchase Agreement and the Trust Agreement under the laws of the State of Arizona and by a resolution of the Mayor and Council of the City adopted on November 13, 2025. Reference is hereby made to the Purchase Agreement and the Trust Agreement (copies of which are on file at the Designated Office) for further definitions, the terms, covenants and provisions pursuant to which the Obligations are delivered, the rights thereunder of the registered owners of the

Obligations, the terms under which the Trust Agreement or the Purchase Agreement may be modified or supplemented, the rights, duties and immunities of the Trustee and the security for, and the rights and obligations of the City under the Purchase Agreement (including with respect to certain obligations secured and to be secured on a parity with the security for the Payments and to certain limitations on such security), to all of the provisions of which Purchase Agreement and Trust Agreement the registered owner of this Obligation, by acceptance hereof, assents and agrees. (To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement and the Purchase Agreement may be amended by the parties thereto with the written consent of the owners of a majority in aggregate principal amount of all Obligations then outstanding, and may be amended without such consent under certain circumstances but in no event such that the interests of the owners of the Obligations are adversely affected, provided that no such amendment shall impair the right of any owner to receive in any case such owner's proportionate share of any Payment thereof in accordance with such owner's Obligation.)

The obligation of the City to make the Payments does not represent or constitute a general obligation of the City for which the City is obligated to levy or pledge any form of taxation nor does the obligation to make the Payments under the Purchase Agreement constitute an indebtedness of the City, the State of Arizona or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction or otherwise.

Neither the Trustee nor the registered owners of the Obligations shall have any right under any circumstances to accelerate the maturities of the Obligations or otherwise declare any of the Payments not then past due or in default to be immediately due and payable. (This Obligation represents an interest in a limited obligation of the City (as described herein), and no member of the Mayor and Council, officer or agent, as such, past, present or future, of the City shall be personally liable for the payment hereof.)

The Obligations are executed and delivered only in fully registered form in denominations of $5,000 of principal due on a specific maturity date or integral multiples thereof. The Obligations shall not be transferable or exchangeable, except as provided in the Trust Agreement.

This Obligation may be exchanged for an Obligation or Obligations of like aggregate principal amount in authorized denominations having the same maturity date and interest rate.

This Obligation is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the Designated Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement and upon surrender and cancellation of this Obligation. Upon such transfer a new Obligation or Obligations, of authorized denomination or denominations, for the same aggregate principal amount will be delivered to the transferee in exchange therefor. The City and the Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Obligation shall be overdue, and the City and the Trustee shall not be affected by any notice to the contrary.

The Trustee may require a registered owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes or governmental charges required by law in connection with the exchange or transfer.

The Trustee may, but shall not be obligated to, exchange or register the transfer of this Obligation (i) if this Obligation has been selected for redemption, in whole or in part, or (ii) during a period of fifteen (15) days preceding the giving of a notice of redemption. If this Obligation is transferred after having been selected for redemption, any notice of redemption which has been given to the transferor shall be binding on the transferee, and a copy of the notice of redemption shall be delivered by the Trustee to the transferee along with the duly registered Obligation or Obligations.

The registered owner of this Obligation shall have no right to enforce the provisions of the Trust Agreement or the Purchase Agreement or to institute any action to enforce the covenants thereof, or to take any action with respect to a default thereunder or hereunder, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

The Obligations maturing before or on July 1, 20__, are not subject to optional redemption prior to maturity. The Obligations maturing on or after July 1, 20__, are subject to redemption in such order and from such maturities as may be selected by the City, in whole or in part on any date on or after July 1, 20__, at a redemption price equal to the principal amount of each Obligation to be redeemed, together with accrued interest to the date fixed for redemption but without premium.

If less than all of the outstanding Obligations of any maturity are to be redeemed, the Obligations (or portions hereof) to be redeemed will be selected by the Trustee by lot or in any customary manner as determined by the Trustee. Redemption shall be in authorized denominations or any integral multiples thereof.

The Trustee shall give notice of any redemption of this Obligation as provided above no more than 60 nor less than 30 calendar days prior to the redemption date to the registered owner at its address shown on the registration books maintained by the Trustee. A certificate of the Trustee shall conclusively establish the mailing of any such notice for all purposes.

If at the time of mailing of the notice of redemption there has not been deposited with the Trustee moneys or eligible securities sufficient to redeem all Obligations subject to redemption and other requirements set forth in the Trust Agreement are not met, such notice shall state that it is conditional, subject to the deposit of moneys sufficient for the redemption and satisfaction of such conditions. If Obligations or portions thereof are subject to redemption and if on the redemption date moneys for the redemption thereof are held by the Trustee and those other conditions are met, thereafter those Obligations or portions thereof to be redeemed shall cease to bear interest, and shall cease to be secured by, and shall not be deemed to be outstanding under, the Trust Agreement. The failure to receive any notice of redemption, or any defect in such notice in respect of any Obligation, shall not affect the validity of redemption of any Obligation.

It is hereby certified, recited and declared that all conditions, acts and things required by the Constitution and laws of the State of Arizona to happen, to be done, to exist and to be performed precedent to and in the execution and delivery of this Obligation have happened, have been done, do exist and have been performed in regular and due form and time as required by law.

This Obligation shall not be entitled to any security or benefit under the Trust Agreement until executed by the Trustee.

IN WITNESS WHEREOF, this Obligation has been executed and delivered by the Trustee, acting pursuant to the Trust Agreement.

Date of Execution: January __, 2026

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By.....
.
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned ..... (the "Transferor"), hereby sells, assigns and transfers unto ..... (the "Transferee"), whose address is ..... and whose social security number (or other federal tax identification number) is

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE
.....
.....

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints ..... as attorney to register the transfer of the within certificate on the books kept for registration and registration of transfer thereof, with full power of substitution in the premises.

Date: .....

.....
NOTICE: No transfer will be registered and no new certificate will be issued in the name of the Transferee, unless that signature(s) to this assignment correspond(s) with the name as it appears on the face of the within certificate in every particular, without alteration or enlargement or any change whatever and name, address and the Social Security Number or federal employee identification number of the Transferee is supplied

The following abbreviations when used in the inscription on the face of the within certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -	as tenants in common
TEN ENT -	as tenants by the entireties
JT TEN -	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT - ..... Custodian for .....
(Cust.) (Minor)

under Uniform Gifts/Transfers to Minors Act of .....
(State)

Additional abbreviations may also be used though not in list above.

EXHIBIT B

Payment Request Form

Application No. .....

The Trustee is hereby requested to pay from the "Acquisition Fund" established by the Series 2026 Trust Agreement, dated as of January 1, 2026 (the "Trust Agreement"), between the City of Chandler, Arizona (the "City"), and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") to the person or corporation designated below as "Payee," the sum set forth below such designation, in payment of the costs of acquisition of the Project (as such term and other undefined terms used herein are defined in the Trust Agreement) described below. The amount shown below is due and payable under a purchase order or contract with respect to such costs described below and has not formed the basis of any prior request for payment.

Payee: .....

Address or Wiring Instructions: .....

Amount: .....

Description of costs or portion thereof authorized to be paid to the Payee:
.....

The City acknowledges that it has received and inspected items related to such costs and has found each item thereof so described to be in good condition, in conformity with the City's specifications and satisfactory for the City's purposes and in accordance with the applicable purchase order or contract. Notwithstanding anything herein to the contrary, the City shall not be deemed to have waived or released the Payee from any liability or obligation to the City in the event the City's acknowledgment herein is discovered to be inaccurate in any respect as to any item described above.

By execution of this Payment Request Form, the City requests and approves the payment of the amount stated above to Payee set forth above.

DATED: ....., 20....

.....
City Representative

Please forward payment to Payee at the following address:

EXHIBIT C

Reimbursement Request Form

Application No. .....

The Trustee is hereby requested to pay from the "Acquisition Fund" established by the Series 2026 Trust Agreement, dated as of January 1, 2026 (the "Trust Agreement"), between the City of Chandler, Arizona (the "City"), and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), to the City, the sum set forth below as reimbursement of (all/a portion) of the costs of acquisition of the Project (as such term and all other undefined terms used herein are defined in the Trust Agreement) described below. Payment of the amount, shown below was made by the City on ....., 20...., as evidenced by ....., attached hereto, as full/partial payment of ....., also attached hereto. The amount shown below was paid by the City and has not formed the basis of any prior request for payment.

The City acknowledges that it has received and has inspected items related to such costs and has found each item thereof so described to be in good condition, in conformity with the City's specifications and satisfactory for the City's purposes. Notwithstanding anything herein to the contrary, the City shall not be deemed to have waived or released any entity named on the attached documentation, from any liability or obligation to the City in the event the City's acknowledgment herein is discovered to be inaccurate in any respect as to any item described below.

Amount: .....

Description of costs or portion thereof for which reimbursement is hereby requested:

DATED: ....., 20....

.....
City Representative

Dated Received: ....., 20....

$_____,000
CITY OF CHANDLER, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS, SERIES 2026

CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this "*Undertaking*") is executed and delivered by the City of Chandler, Arizona (the "*City*"), in connection with the execution and delivery of $____,000 principal amount of Excise Tax Revenue Obligations, Series 2026 (the "*Obligations*"). The Obligations are being executed and delivered pursuant to the Series 2026 Trust Agreement, dated as of January 1, 2026 (the "*Trust Agreement*"), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "*Trustee*"). The City covenants and agrees as follows:

1. Definitions. In addition to those defined hereinabove, the terms set forth below shall have the following meanings in this Undertaking, unless the context clearly otherwise requires:

"Annual Financial Information" means the financial information and operating data set forth in *Exhibit I*.

"Annual Financial Information Disclosure" means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

"Audited Financial Statements" means the audited financial statements of the City prepared pursuant to the standards and as described in *Exhibit I*.

"Commission" means the Securities and Exchange Commission.

"Dissemination Agent" means any agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent's successors and assigns.

"EMMA" means the Electronic Municipal Market Access system of the MSRB. Information regarding submissions to EMMA is available at http://emma.msrb.org.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Final Official Statement" means the Final Official Statement relating to the Obligations, dated _____, 2026.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"GAAP" means generally accepted accounting principles, as applied to governmental units as modified by the laws of the State.

"Listed Event" means the occurrence of events set forth in *Exhibit II*.

"Listed Events Disclosure" means dissemination of disclosure concerning a Listed Event as set forth in Section 5.

"MSRB" means the Municipal Securities Rulemaking Board.

"Participating Underwriter" means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Obligations.

"Purchase Agreement" means the Series 2026 Purchase Agreement, dated as of January 1, 2026, by and between the City and the Trustee.

"Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Exchange Act.

"State" means the State of Arizona.

2. Purpose of this Undertaking. This Undertaking is executed and delivered by the City as of the date set forth below, for the benefit of the beneficial owners of the Obligations and in order to assist the Participating Underwriter in complying with the requirements of the Rule. The City represents that it will be the only obligated person with respect to the Obligations at the time the Obligations are delivered to the Participating Underwriter and that no other person is expected to become so committed at any time after such delivery of the Obligations.

3. CUSIP Number. The CUSIP Numbers of the Obligations are as follows:

CUSIP No. (Base 158855)	Maturity Date (July 1)

CUSIP No. (Base 158855)	Maturity Date (July 1)

4. Annual Financial Information Disclosure. Subject to Section 8 of this Undertaking, the City shall disseminate its Annual Financial Information and its Audited Financial Statements, if any (in the form and by the dates set forth in *Exhibit I*), through EMMA.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment is made to this Undertaking, the Annual Financial Information for the year in which such amendment is made shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

5. Listed Events Disclosure. Subject to Section 8 of this Undertaking, the City shall disseminate in a timely manner, but in not more than ten (10) business days after the occurrence of the event, its Listed Events Disclosure through EMMA. Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

6. Consequences of Failure of the City to Provide Information. The City shall give notice in a timely manner through EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Undertaking, the beneficial owner of any Obligation may seek mandamus or specific performance by court order, to cause the City to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default under the Purchase Agreement or the Trust Agreement, and the sole remedy available to such owners of the Obligations under this Undertaking in the event of any failure of the City to comply with this Undertaking shall be an action to compel performance.

7. Amendments; Waiver. Notwithstanding any other provision of this Undertaking, the City by certified resolution or ordinance authorizing such amendment or waiver, may amend this Undertaking, and any provision of this Undertaking may be waived only if:

(a) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted;

(b) This Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not materially impair the interests of the beneficial owners of the Obligations, as determined by parties unaffiliated with the City (such as the Trustee) or by approving vote of the owners of the Obligations pursuant to the Trust Agreement at the time of the amendment.

The Annual Financial Information containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided. If an amendment or waiver is made specifying GAAP to be followed in preparing financial statements and such changes are material, the Annual Financial Information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles in the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. If the accounting principles of the City change or the fiscal year of the City changes, the City shall file a notice of such change in the same manner as for a notice of Listed Event.

8. Termination of Undertaking. This Undertaking shall be terminated hereunder if the City shall no longer have liability for any obligation on or relating to repayment of the Obligations under the Trust Agreement.

9. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

10. Additional Information. Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Listed Event, in addition to that which is required by this Undertaking. If the City chooses to include any information from any document or notice of occurrence of a Listed Event in addition to that which is specifically required by this Undertaking, the City shall have no obligation under this Undertaking to update such information or include it in any future Annual Financial Information Disclosure or Listed Events Disclosure.

11. Beneficiaries. This Undertaking has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, if any, and the beneficial owners of the Obligations, and shall create no rights in any other person or entity.

12. Recordkeeping. The City shall maintain records of all Annual Financial Information Disclosure and Listed Events Disclosure including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

13. Assignment. The City shall not transfer obligations under the Purchase Agreement unless the transferee agrees to assume all obligations of the City under this Undertaking or to execute an undertaking meeting the requirements of the Rule.

14. Governing Law. This Undertaking shall be governed by the laws of the State.

[Signature page follows.]

Dated: January __, 2026

CITY OF CHANDLER, ARIZONA

By_____
Deputy City Manager/Chief Financial Officer

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED FINANCIAL STATEMENTS

"Annual Financial Information" means financial information and operating data of the type contained in the Final Official Statement in the subsection "Excise Taxes" (actual results for most recently completed fiscal year only).

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted through EMMA or filed with the Commission. If the information included by reference is contained in a final official statement, the final official statement must be available from the MSRB. The City shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be provided through EMMA by February 1 of each year, commencing February 1, 2027. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, to be followed up by Audited Financial Statements within 30 days after availability to the City.

Audited Financial Statements will be prepared according to GAAP.

If any change is made to the Annual Financial Information as permitted by Section 4 of this Undertaking, the City will disseminate a notice of such change as required by Section 4, including changes in fiscal year or GAAP.

EXHIBIT II

EVENTS FOR WHICH LISTED EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations, in each case, with respect to the tax status of the security, or other material events affecting the tax status of the security.
7. Modifications to the rights of security holders, if material.
8. Bond calls, if material, or tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the securities, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar events of the City, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.
13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

SERIES 2026 PURCHASE AGREEMENT

by and between

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Seller

and

CITY OF CHANDLER, ARIZONA,
as Purchaser

Dated as of January 1, 2026

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SERIES 2026 PURCHASE AGREEMENT

THIS SERIES 2026 PURCHASE AGREEMENT, dated as of January 1, 2026 (this "Agreement"), by and between the **CITY OF CHANDLER, ARIZONA**, a municipal corporation under the laws of the State of Arizona ("City"), as purchaser hereunder, and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association ("Trustee"), in its capacity as trustee under the Series 2026 Trust Agreement, dated as of even date herewith (the "Trust Agreement"), by and between Trustee and City, in its capacity as seller hereunder,

W I T N E S S E T H:

WHEREAS, the Mayor and Council of City have determined that it will be beneficial to the citizens of City for City to finance the costs of the Project (as such term and all other undefined terms used herein are defined in the Trust Agreement); and

WHEREAS, pursuant to the Trust Agreement, Trustee has executed and delivered the Obligations to provide for deposits to the Acquisition Fund and the Delivery Costs Fund; and

WHEREAS, City is a municipal corporation duly incorporated and validly existing under the laws of the State; the Constitution and the laws of the State authorize City to enter into this Agreement and the transactions contemplated by this Agreement; City has duly authorized and executed this Agreement; this Agreement is a lawful, valid and binding obligation of City, enforceable against City in accordance with its terms; all required procedures for execution and performance of this Agreement have been or will be complied with in a timely manner; the Payments will be paid when due out of funds which are legally available for such purposes; neither the execution and delivery of this Agreement or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which City is now a party or by which City is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of City; and the Project complies with all applicable environmental laws, rules and regulations (including, without limitation, all federal, state and local laws) and with Title III of the Americans with Disabilities Act and the regulations issued thereunder by the United States Department of Justice concerning accessibility of places of public accommodation and commercial facilities if and to the extent such Act and regulations apply to the Project; and

WHEREAS, Trustee has full legal authority and is duly empowered to enter into this Agreement and has taken all actions necessary to the execution and delivery hereof;

NOW THEREFORE, PURSUANT TO LAW AND FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Term and Payments.

(a) In order to finance the costs of the Project, City hereby sells and conveys any interests it has in the Project to Trustee, without recourse, representation or warranty, for the sum of $10.00 and other valuable consideration had and received. For the amounts payable pursuant hereto (including the Payments), Trustee in turn hereby sells and conveys back to City, without recourse, representation or warranty, and City hereby purchases and accepts, from Trustee, any interests Trustee has in the Project. In order to evidence such sale, Trustee has executed and delivered to City a bill of sale on the date of original execution and delivery of the Obligations.

(b) Trustee shall have no further obligation to provide funds for the Project, and City shall be entitled to sole and exclusive possession of the Project.

(c) As the purchase price, City shall pay the Payments to Trustee on the dates and in the amounts set forth in the Schedule hereto. (The Interest Portion is interest for purposes of the Code.) This Agreement shall be deemed and construed to be a "*net purchase agreement*," and the Payments shall be an absolute net return to Trustee, free and clear of any expenses or charges whatsoever, except as otherwise specifically provided herein.

City shall also pay all amounts necessary for compliance with the Continuing Disclosure Undertaking.

As applicable, City shall also pay all amounts necessary to fund the Reserve Fund as described herein and in the Trust Agreement.

City shall further also pay to Trustee its fees and expenses in accordance with the provisions of the Trust Agreement and to the United States of America any amounts required by Section 11(b)(ii).

City shall receive a credit against amounts so due, equal to any amounts held in the Payment Fund in excess of the amount then required to be in the Payment Fund. If the balance available in the Payment Fund after a Payment is insufficient to make the next required payments of principal and interest due on the Obligations on the next date for payment thereof, City shall pay any such deficiency in sufficient time to prevent default in the payment of principal of or interest on the Obligations falling due on such date.

(d) The obligation of City to pay the amounts described in paragraph (c) hereof (including the Payments) from the sources described herein and to comply with the other provisions hereof shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, abatement, counterclaim, or recoupment arising out of any breach by Trustee of any obligation to City or otherwise, or out of indebtedness or liability at any time owing to City by Trustee. Until such time as all of the payments described in paragraph (c) hereof (including the Payments) shall have been fully paid or provided for, City (i) shall not suspend or discontinue the same, (ii) shall comply with the other provisions hereof, and (iii) shall not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the

occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project or the taking by *eminent domain* of title to or temporary use of any or all of the Project, commercial frustration of purpose, abandonment of the Project by City, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either or any failure of Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement or this Agreement. Nothing contained in this Section shall be construed to release Trustee from the performance of any of the agreements on its part herein or in the Trust Agreement contained, and, in the event Trustee shall fail to perform any such agreements on its part, City may institute such action against Trustee as City may deem necessary to compel performance so long as such action does not abrogate the obligations of City contained in the first sentence of this paragraph.

(e) Any of the payments described in paragraph (c) hereof (including the Payments) due on a day which is not a Business Day may be made on the next Business Day and will be deemed to have been made on the date due.

(f) Amounts payable to Trustee shall be paid by the means specified by Trustee in writing to City.

Section 2. <u>Pledge; Limited Obligations</u>.

(a) Revenues from Excise Taxes are hereby pledged by City to the payment of all amounts described in Section 1(c) hereof (including the Payments), and such amounts shall be secured by a paramount and first lien on and pledge of revenues from Excise Taxes, on parity with the pledge and lien hereby granted by City for the payment and security of the 2015 Agreement, the 2016 Refunding Agreement, the 2017 Agreement, the 2019 Agreement, the 2021 Taxable Agreement, the 2023 Agreement and any Additional Parity Obligations hereafter incurred. City shall make said payments from revenues from Excise Taxes (first making the Payments and thereafter making the other required payments). All of such payments are coequal as to the pledge of and lien on revenues from Excise Taxes pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from revenues from Excise Taxes or security therefor.

(b) City shall remit to Trustee from revenues from Excise Taxes all amounts due under this Agreement in the amounts and at the times and for the purposes as required herein. The obligation of City to make payments of any amounts due under this Agreement, including amounts due after default or termination hereof, is limited to payment from revenues from Excise Taxes and shall under no circumstances constitute a general obligation or a pledge of the full faith and credit of City, the State or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any *ad valorem* property taxes.

(c) City may, at the sole option of City, make payments due pursuant to Section 1 hereof from its other funds as permitted by law and as City shall determine from time to time, but Trustee acknowledges that it has no claim hereunder to such other funds. No part of the purchase price payable pursuant to this Agreement shall be payable out of any *ad valorem* property taxes imposed by City or from bonds or other obligations, the payment of which City's general

taxing authority is pledged, unless (i) the same shall have been duly budgeted by City according to law, (ii) such payment or payments shall be within the budget limitations of the statutes of the State, and (iii) any such bonded indebtedness or other obligation is within the debt limitations of the Constitution of the State.

. Revenues from Excise Taxes in excess of amounts, if any, required to be deposited with or held by Trustee for payments due under this Agreement shall constitute surplus revenues and may be used by City for any lawful purpose for the benefit of City, including the payment of obligations to which revenues from Excise Taxes may from time to time be pledged on a basis subordinate hereto. If at any time the moneys in the funds held for payment of amounts due under this Agreement are not sufficient to make the deposits and transfers required, any such deficiency shall be made up from the first moneys thereafter received and available for such transfers under the terms of this Agreement and, with respect to payment from revenues from Excise Taxes, *pro rata*, as applicable, with amounts due with respect to the 2015 Agreement, the 2016 Refunding Agreement, the 2017 Agreement, the 2019 Agreement, the 2021 Taxable Agreement, the 2023 Agreement, this Agreement and any Additional Parity Obligations hereafter incurred, and the transfer of any such sum or sums to said fund as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant hereto.

Additional Parity Obligations may be incurred but only if revenues from Excise Taxes in the most recently completed Fiscal Year shall have amounted to at least three (3) times the Maximum Annual Debt Service, including the Additional Parity Obligations proposed to be incurred. The calculation of Maximum Annual Debt Service may be subject to certain adjustments as described in the Trust Agreement.

. To the extent permitted by applicable law, Excise Taxes shall be retained and maintained so that revenues from Excise Taxes, all within and for the next preceding Fiscal Year, shall be equal to at least three (3) times the Maximum Annual Debt Service payable hereunder, and under any Outstanding Parity Obligations, for the current Fiscal Year. If revenues from Excise Taxes for any such Fiscal Year shall not have been equal to at least three (3) times the Maximum Annual Debt Service for the current Fiscal Year or if at any time it appears that revenues from Excise Taxes will not be sufficient to meet such requirements, City shall, to the extent permitted by applicable law, impose new exactions of the type of the excise taxes which will be part of the Excise Taxes or increase the rates for the excise taxes currently imposed fully sufficient at all times, after making allowance for contingencies and errors, in each Fiscal Year in order that (i) revenues from Excise Taxes will be sufficient to meet all current requirements hereunder, and (ii) revenues from Excise Taxes will be reasonably calculated to attain the level as required by the first sentence of this paragraph. Notwithstanding the foregoing, the amount of State-shared revenues is determined by the provisions of the Arizona Revised Statutes and City has not covenanted to, and has no power to, set or maintain rates or otherwise impose taxes to increase, replace or supplement State-shared revenues to provide for the payment of the amounts due hereunder or any other Parity Obligations.

.

(a) Except with respect to its power and authority to enter into this Agreement and to perform its covenants hereunder, Trustee has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the Project. Except with

respect to any acts by Trustee which are not undertaken at the request of City or with the prior approval of City, City waives all claims against Trustee growing out of financing the costs of the Project. Trustee is entering into this Agreement solely as Trustee, shall not be personally liable hereunder and shall be afforded the same rights, protections, immunities and indemnities acting hereunder as afforded to it as Trustee under the Trust Agreement. Notwithstanding anything to the contrary herein, at no time shall Trustee be listed in the chain of title to the Project.

(b) Trustee hereby irrevocably appoints City as its sole and exclusive agent to act for and on behalf of Trustee in financing the costs of the Project. As such agent, City shall have full authority to do all things necessary to accomplish such purposes. Trustee shall not be liable, responsible or accountable for the acts of City as its agent hereunder, and City hereby assumes all responsibility for the performance of such duties.

(c) City, by keeping and performing the covenants and agreements herein contained, shall at all times during the term of this Agreement, peaceably and quietly, have, hold and enjoy the Project, without suit, trouble or hindrance from Trustee. City hereby grants and conveys to Trustee, and all persons claiming by, through or under Trustee, including its successors and assigns under the Trust Agreement and the Owners for whom it acts, a nonexclusive easement upon, in and to the Project for the purpose of permitting the Project to be maintained upon the premises.

(d) Notwithstanding any other terms or provisions of this Agreement, the interest of Trustee in the Project is solely in its capacity as Trustee for the purpose of facilitating the financing of the Project, and Trustee shall not have the power, authority or obligation to assume any responsibility for the Project.

. City may provide for the payment of any of the Payments in any one or more of the following ways:

(a) by paying such Payment as provided herein as and when the same becomes due and payable at its scheduled due date pursuant to Section 1 hereof or on a date on which it can be prepaid;

(b) by depositing with a Depository Trustee, in trust for such purposes, money which, together with the amounts then on deposit with Trustee and available for such Payment is fully sufficient to make, or cause to be made, such Payment at its scheduled due date or on a date on which it can be prepaid; or

(c) by depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are noncallable, in such amount as shall be certified to Trustee and City, by a national firm of certified public accountants acceptable to City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit with Trustee and available for such Payment, to make, or cause to be made, such Payment at its scheduled due date or on a date on which it can be prepaid.

Upon any partial payment of a Payment resulting in a redemption of Obligations, each installment of interest which shall thereafter be payable as a part of the subsequent Payments shall be reduced, taking into account the interest rate or rates on the Obligations remaining outstanding after the

partial payment or redemption of Obligations from the proceeds of such payment so that the interest remaining payable as a part of the subsequent Payments shall be sufficient to pay the interest on such outstanding Obligations when due.

. This Agreement shall not terminate so long as any payments are due and owing pursuant to the Obligations. Subject to Section 7 hereof, upon full payment or provision for payment and in consideration of the timely payment of all of the amounts described in Section 1(c) hereof (including the Payments) and provided that City has performed all the covenants and agreements required by City to be performed, this Agreement shall cease and expire. The obligations of City under this Agreement, including, without limitation, its obligation to pay the Payments, shall survive any action brought as provided in the next Section hereof, and City shall continue to pay the Payments and perform all other obligations provided in this Agreement; provided, however, that City shall be credited with any amount received by Trustee pursuant to actions brought under the next Section hereof.

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(a) (i) Upon (A) the nonpayment of the whole or any part of any of the amounts described in Section 1(c) hereof (including the Payments) at the time when the same are to be paid as provided herein or in the Trust Agreement, (B) the violation by City of any other covenant or provision of this Agreement or the Trust Agreement, (C) the occurrence of an event of default with respect to the 2015 Agreement, the 2016 Refunding Agreement, the 2017 Agreement, the 2019 Agreement, the 2021 Taxable Agreement, the 2023 Agreement, or any Additional Parity Obligations hereafter incurred, or (D) City becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee or receiver for the City or a substantial part of its property; or in the absence of such application, consent or acquiescence, a trustee or receiver is appointed for the City or a substantial part of its property; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is instituted by or against the City and, if instituted against the City, is consented to or acquiesced in by the City, and

(ii) if such default has not been cured (A) in the case of nonpayment of any of t described in Subsection 1(c) hereof (including the Payments) as required hereunder or under the Trust Agreement on the due date or the nonpayment of principal of or interest on the 2015 Agreement, the 2016 Refunding Agreement, the 2017 Agreement, the 2019 Agreement, the 2021 Taxable Agreement, the 2023 Agreement or any Additional Parity Obligations hereafter incurred on their due dates, (B) in the case of the breach of any other covenant or provision of the Trust Agreement or this Agreement not cured within twenty (20) days after notice in writing from Trustee specifying such default; provided, however, that if the breach cannot be corrected within the applicable time period, the Trustee will not unreasonably withhold its consent to an extension of one hundred eighty (180) days from the date of delivery of such written notice to the City by the Trustee if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected, and provided further that if the failure cannot be corrected within the initial one hundred eighty (180) day extension, the City may request, and the Trustee will not

unreasonably withhold its consent to, successive additional one hundred eighty (180) day extensions so long as the City is diligently pursuing corrective action, and the Trustee shall be entitled to receive and shall be protected in relying upon one or more certificates of a City Representative in support of any request by the City for such extension, (C) in the case of any insolvency or bankruptcy as described above not discharged or dismissed within sixty (60) days and (D) in the case of any other default under the 2015 Agreement, the 2016 Refunding Agreement, the 2017 Agreement, the 2019 Agreement, the 2021 Taxable Agreement, the 2023 Agreement or any Additional Parity Obligations hereafter incurred after any notice and passage of time provided for under the proceedings under which such obligations were issued then,

(iii) subject to the limitations of the Trust Agreement, Trustee may take whatev

law or in equity, including the remedy of specific performance, may appear necessary or desirable to collect the Payments and any other amounts payable by City under the Trust Agreement or this Agreement then due (but not the Payments and such other amounts accruing), or to enforce performance and observance of any pledge, obligation, agreement or covenant of City under the Trust Agreement or this Agreement, and with respect to revenues from Excise Taxes, without notice and without giving any bond or surety to City or anyone claiming under City, seek and obtain injunctive relief; provided, however, that under no circumstances may the Payments be accelerated.

Each right, power and remedy of Trustee provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for herein, or, unless prohibited by the terms hereof, now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers and remedies are sought to be enforced, and the exercise or beginning of the exercise by Trustee of any one or more of the rights, powers or remedies provided for herein or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by either party of any or all of such other rights, powers or remedies. The failure to insist upon strict performance of any of the covenants or agreements herein set forth shall not be considered or taken as a waiver or relinquishment for the future of the rights of Trustee to insist upon a strict compliance by City with all the covenants and conditions hereof. City shall, upon not less than 10 days' prior request by Trustee, execute, acknowledge and deliver to Trustee a statement in writing certifying that this Agreement is unmodified and in full force and effect (or, if this Agreement has been modified, that it is in full force and effect except as modified, and stating the modification), and the dates to which the amounts payable hereunder have been paid in advance, if any.

(b) Trustee shall in no event be in default in the performance of any of its obligations hereunder unless and until Trustee shall have failed to perform such obligation within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by City properly specifying wherein Trustee has failed to perform any such obligation. No default by Trustee shall relieve City of its obligations to make the various payments herein required, so long as any of the Obligations remain outstanding; however, City may exercise any other remedy available at law or in equity to require Trustee to remedy such default so long as such remedy does not interfere with or endanger the payments required to be made to Trustee under the Trust Agreement.

Section 10. Assignment.

(a) Except as otherwise provided herein, City shall not assign, transfer, pledge or hypothecate or otherwise dispose of this Agreement or any interest therein, and any assignment in contravention hereof shall be void.

(b) Subject to the terms of the Trust Agreement, all and every part of the right, title and interest in and to this Agreement and all payments of any kind due or which become due to Trustee hereunder are sold, pledged, assigned and transferred pursuant to the Trust Agreement.

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(a) (i) As described in further detail in the Tax Certificate, no direction for the making of any investment or other use of the proceeds of any of the Obligations or of the Project shall be made, permitted to be made or omitted from being made which would cause the Obligations to be "arbitrage bonds" as that term is defined in Section 148 (or any successor provision thereto) of the Code or "private activity bonds" as that term is defined in Section 141 (or any successor provision thereto) of the Code, and the requirements of such sections and related regulations of the Code shall be complied with throughout the term of the Obligations. Particularly, City shall be the owner of the Project for federal income tax purposes. City shall not enter into any management or service contract with any entity other than a governmental entity for the operation of any portion of the Project unless the management or service contract complies with the requirements of such authority as may control at the time, or any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Project. Also, the payment of principal and interest with respect to the Obligations shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Obligations, or amounts treated as proceeds of the Obligations, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds may be so invested for an initial temporary period until needed for the purpose for which the Obligations are being executed and delivered, may be so used in making investments in a *bona fide* debt service fund or may be invested in obligations issued by the United States Treasury. City shall comply with the procedures and covenants contained in any arbitrage rebate provision or separate agreement executed in connection with the execution and delivery of the Obligations (initially those in subsection (b) and the Tax Certificate) for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of the Interest Portion. In consideration of the purchase and acceptance of the Obligations by the owners from time to time thereof and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, as amended, City shall, and the appropriate officials of City are hereby directed, to take all action required to retain such exclusion or to refrain from taking any action prohibited by the Code which would adversely affect in any respect such exclusion.

(ii) (A) City shall take all necessary and desirable steps, as determined by of City, to comply with the requirements hereunder in order to ensure that the Interest Portion is excluded from gross income for federal income tax purposes under the Code; provided, however, compliance with any such requirement shall not be required in the event City receives a Special

Counsel's Opinion that either compliance with such requirement is not required to maintain the exclusion from gross income of the Interest Portion or compliance with some other requirement will meet the requirements of the Code relating to such exclusion. In the event City receives such a Special Counsel's Opinion, the parties agree to amend this Agreement to conform to the requirements set forth in such opinion.

(B) If for any reason any requirement hereunder is not complied with, City shall take all necessary and desirable steps, as determined by City, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence and City shall pay any required interest or penalty under hereinafter described Regulations Section 1.148-3(h) with respect to the Code.

(iii) Written procedures have been established for City to ensure that all nonqu
are remediated according to the requirements under the Code and related Regulations and to monitor the requirements of Section 148 of the Code relating to arbitrage, with which City will comply.

(b) (i) Undefined terms used in this Subsection shall have the meanings given to them in the Code and the Regulations.

(ii) Unless an exception is available to the satisfaction of a City Representative,
the end of each Bond Year, City shall cause the Rebate Requirement to be calculated and shall pay to the United States of America:

(A) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous Rebate Payments with respect to the Obligations (determined as of such Computation Date), is equal to at least 90% of the sum of the Rebate Requirement (determined as of the last day of such Bond Year) plus the future value of all previous Rebate Payments with respect to the Obligations (determined as of the last day of such Bond Year); and

(B) not later than 60 days after the retirement of the last Obligation, an amount equal to 100% of the Rebate Requirement (determined as of the date of retirement of the last Obligation).

Each Rebate Payment required to be made under this Subsection shall be filed on or before the date such payment is due, with the Internal Revenue Service at the appropriate location and with required forms and other materials, currently by addressing it to IRS Service Center, Ogden, Utah 84201, and accompanying it with IRS Form 8038-T.

(iii) No Nonpurpose Investment shall be acquired for an amount in excess of its
No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(iv) For purposes of paragraph (iii), whether a Nonpurpose Investment has been
or disposed of for its fair market value shall be determined as follows:

(A) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing purchaser would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(B) Except as provided in Subsections (v) or (vi), a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code Section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(C) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

(v) The purchase price of a certificate of deposit that has a fixed interest rat schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(A) the yield on reasonably comparable direct obligations of the United States; and

(B) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(vi) A guaranteed investment contract shall be considered acquired and dispose equal to its fair market value if:

(A) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with City or any other person (whether or not in connection with the Obligations), and that the bid is not being submitted solely as a courtesy to City or any other person for purposes of satisfying the requirements in the Regulations that City receive bids from at least one reasonably competitive provider and at least three providers that do not have a material financial interest in the Obligations.

(B) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(C) At least three reasonably competitive providers (i.e., having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Obligations (e.g., a lead underwriter within 15 days of the issue date of the Obligations or a financial advisor with respect to the investment) and at least one

of such three bids must be from a reasonably competitive provider. If City uses an agent to conduct the bidding, the agent may not bid.

(D) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(E) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(F) The terms for the guaranteed investment contract are commercially reasonable (i.e. have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(G) The provider of the investment contract certifies the administrative costs (as defined in Regulations Section 1.148-5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(H) City retains until three years after the last outstanding Obligation is retired, (1) a copy of the guaranteed investment contract, (2) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by City and a copy of the provider's certification described in (G) above, (3) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (4) the bid solicitation form and, if the terms of the guaranteed investment contract deviate from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

(vii) Such experts and consultants shall be employed by City to make, as necessary in respect of rebates to be made to the United States of America in accordance with Section 148(f) of the Code with respect to the Obligations.

(c) City shall comply with and carry out all of the provisions of the Continuing Disclosure Undertaking, provided that such costs of compliance shall be payable solely from revenues from Excise Taxes. Notwithstanding any other provision of this Agreement, failure of City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default; however, Trustee may (and, at the request of the original purchaser of the Obligations or the owners of at least 25% aggregate principal amount in outstanding Obligations and receipt of indemnity to its satisfaction, shall) take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause City to comply with its obligations under the Continuing Disclosure Undertaking.

(d) Trustee has no duty or obligations under this Section 11 and has no duty to monitor compliance by City with this Section 11.

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(a) To the extent applicable by provision of law, Trustee acknowledges that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended, the provisions of which are incorporated herein and which provides that City may within three (3) years after its execution cancel any contract (including this Agreement) without penalty or further obligation made by City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of City is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. Trustee covenants not to employ as an employee, an agent or, with respect to the subject matter of this Agreement, a consultant, any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of City within three years from the execution of this Agreement, unless a waiver of Section 38-511, Arizona Revised Statutes, as amended, is provided by City. No basis exists for City to cancel this Agreement pursuant to Section 38-511, Arizona Revised Statutes, as amended, as of the date hereof.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, as amended, Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the "e-verify" requirements under Section 23-214(A), Arizona Revised Statutes, as amended. The breach by Trustee of the foregoing shall be deemed a material breach of this Agreement and may result in the termination of the services of Trustee by City. City retains the legal right to randomly inspect the papers and records of Trustee to ensure that Trustee is complying with the above-mentioned warranty. Trustee shall keep such papers and records open for random inspection during normal business hours by City. Trustee shall cooperate with the random inspections by City including granting City entry rights onto its property to perform such random inspections and waiving its rights to keep such papers and records confidential.

(c) To the extent applicable under Section 35-393 et seq., Arizona Revised Statutes, as amended, Trustee hereby certifies it is not currently engaged in, and for the duration of this Agreement shall not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in Section 35-393, Arizona Revised Statutes, as amended. If City determines that Trustee's certification above is false or that it has breached such agreement, City may remove Trustee hereunder as provided by law.

(d) To the extent applicable under Section 35-394, Arizona Revised Statutes, as amended, Trustee hereby certifies it does not currently, and for the duration of this Agreement shall not use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China, (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (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. The foregoing certification is made to the best knowledge of Trustee without any current independent investigation or without any future independent investigation for the duration of this Agreement. If Trustee becomes aware during the duration of this Agreement that it is not in

compliance with such certification, Trustee shall take such actions as provided by law, including providing the required notice to City. If City determines that Trustee is not in compliance with the foregoing certification and has not taken remedial action, City shall terminate Trustee's role as Trustee hereunder pursuant to Article VII of the Trust Agreement.

. If a Reserve Fund is required by the Trust Agreement, then City shall deposit, or cause to be deposited, to the Reserve Fund moneys, investments, a Reserve Fund Guaranty, or any combination thereof, equal to the Reserve Fund Requirement in accordance with the Reserve Fund funding schedule described in the Trust Agreement as additional amounts due under this Agreement. In the event the amount on deposit in the Reserve Fund is less than the Reserve Fund Requirement, no amount of revenues from Excise Taxes shall be considered surplus revenues or available to City until the Reserve Fund has been restored to the Reserve Fund Requirement.

Section 14. Miscellaneous.

(a) No covenant or obligation herein to be performed by City may be waived except by the written consent of Trustee, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Trustee from invoking such remedy at any later time prior to the cure by City of the condition giving rise to such remedy.

(b) This Agreement shall be construed and governed in accordance with the laws of the State in effect from time to time.

(c) The recitals set forth at the beginning of this Agreement are incorporated in this Agreement by this reference. This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, supplemented, altered or changed in any respect except by a written document signed by both Trustee and City, subject to the restrictions with regard thereto provided by the Trust Agreement.

(d) Any term or provision of this Agreement found to be prohibited by law or unenforceable or which would cause this Agreement to be invalid, prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, causing the remainder of this Agreement to be invalid, prohibited by law or unenforceable.

(e) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(f) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and personal representatives, as the case may be. Any person or entity acquiring any interest in or to the right, title or interest of Trustee herein shall be and have the rights of a third-party beneficiary hereunder.

(g) This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Trustee:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Seller

By.....
Authorized Representative

City:

CITY OF CHANDLER, ARIZONA, a municipal corporation under the laws of the State of Arizona, as Purchaser

By.....
Mayor

ATTEST:

.....
City Clerk

SCHEDULE

Payment Date	Principal	Interest	Total Payment
			$
	$		
TOTAL	**$**	**$**	**$**

CHANDLER arizona
Community of Innovation

City Council Memorandum **Budget Memo No.** 26-023

Date: November 10, 2025
To: Mayor and Council
Thru: John M. Pombier, Acting City Manager
Dawn Lang, Deputy City Manager | CFO
From: Matthew Dunbar, Budget and Policy Director
Subject: Resolution No. 5947, Authorizing the Issuance and Sale of General Obligation Bonds, Series 2026 Not to Exceed $175,000,000

Proposed Motion:

Move City Council pass and adopt Resolution No. 5947, prepared by the City's bond counsel firm of Greenberg Traurig, LLP, authorizing and providing for the issuance and sale of not to exceed $175,000,000 of General Obligation Bonds, Series 2026, and authorizing Authorized Representatives of the City to determine whether it is in the City's best interest to sell the Bonds in a competitive bid or through a negotiated sale.

Background:

Each year the City's Capital Improvement Plan (CIP) is reviewed and updated based on community needs completed through public review and available funding. Debt financing was planned for certain capital projects related to parks and recreation, streets and traffic, public safety police, and public safety fire. The City works directly with the City's bond counsel firm of Greenberg Traurig, LLP, as well as the City's Financial Advisor, Piper Sandler, & Co., to prepare the attached resolution and draft documents.

Discussion:

Bond authorization currently exists for all projects within this bond sale. Major projects using the funds include Ray Road/Dobson Road Intersection, Kyrene Road (Chandler Blvd. to Queen Creek Road), Alma School Road (Germann Road to Queen Creek Road), a portion of Mesquite Groves Park, the new Traffic Management Center, Existing City Building Renovations/Improvements and the new Forensic Services Facility.

Financial Implications:

Debt service payments from the sale of these GO bonds is for planned capital projects and will be repaid from secondary property taxes, with no change to the secondary property tax rate of $0.87 per $100 of assessed valuation. Bond proceeds will fund public improvements previously approved by Chandler voters.

Attachments

Resolution 5947

Draft Preliminary Official Statement

Draft Bond Registrar and Paying Agent Agreement

Draft Continuing Disclosure Agreement

RESOLUTION NO. 5947

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA (1) PROVIDING FOR THE SALE AND ISSUANCE OF CITY OF CHANDLER, ARIZONA GENERAL OBLIGATION BONDS, SERIES 2026 AND FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; (2) APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS RELATED TO THE SALE AND ISSUANCE OF THE BONDS; (3) DELEGATING AUTHORITY TO AUTHORIZED REPRESENTATIVES OF THE CITY TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; (4) RATIFYING THE PRIOR DESIGNATION OF GENERAL OBLIGATION BOND VOTER AUTHORIZATION; AND (5) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND RATIFYING ALL ACTIONS TAKEN TO FURTHER THIS RESOLUTION.

WHEREAS, pursuant to Title 35, Chapter 3, Article 3, Arizona Revised Statutes, as amended, and this resolution, the City of Chandler, Arizona (the "City") now desires to issue and sell (i) City of Chandler, Arizona General Obligation Bonds, Series 2026 (the "Bonds") in an aggregate principal amount not to exceed $175,000,000 for the purposes and according to the terms as set forth in this resolution; and

WHEREAS, pursuant to special bond elections held in and for the City on May 16, 1989 (the "1989 Election"), May 18, 1993 (the "1993 Election"), May 20, 1997 (the "1997 Election"), May 18, 2004 (the "2004 Election"), May 15, 2007 (the "2007 Election"), and November 2, 2021 (the "2021 Election", and together with the 1989 Election, 1993 Election, 1997 Election, 2004 Election, and 2007 Election, collectively referred to herein as the "Elections"), the issuance of the Bonds has been approved; and

WHEREAS, the returns of the Elections were duly canvassed by the Mayor and Council of the City (the "Council"), and certificates disclosing the purposes of the Elections, the total number of votes cast thereat, the total number of votes for and against the issuance of the bonds, and stating that the creation of the indebtedness by the issuance of the bonds in accordance with the Elections was ordered, have been filed and recorded in the office of the County Recorder of Maricopa County, Arizona; and

WHEREAS, a majority of the qualified electors of the City, voting at the Elections voted "For the Bonds" in answer to the questions presented at the Elections; and

WHEREAS, the Council has determined to sell and issue all or a portion of the authorized amount of the Bonds as general obligation bonds for the purposes granted at the Elections; and

WHEREAS, Piper Sandler & Co. will serve as the City's financial advisor (the "Financial Advisor") with respect to the issuance of the Bonds; and

WHEREAS, the Council (i) may solicit sealed proposals for the purchase of the Bonds pursuant to a Notice Inviting Proposals For Purchase Of Bonds (the "Notice"), and (ii) may receive proposals from underwriting firms to serve in the capacity of the underwriter of the Bonds (the "Underwriter"), and the Council hereby authorizes the Authorized Representatives (as defined herein), with the advice of the Financial Advisor, to determine whether the Bonds will be sold pursuant to the Notice or sold by the Underwriter, in each case in accordance with the provisions of this resolution;

WHEREAS, in connection with the issuance of the Bonds, the City also desires to ratify its prior utilization of voter authorization from the Elections in connection with the City's prior issuance of general obligation bonds; and

WHEREAS, all things required to be done preliminary to the authorization, sale and issuance of the Bonds have been duly done and performed in the manner required by law, and the Council is now empowered to proceed with the sale and issuance of the Bonds;

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

Section 1. Authorization and Terms.

(a) (1) For the purpose of providing funds to make certain of the acquisitions and public improvements authorized by the qualified electors of the City at the Elections, and to pay the costs of issuance of the Bonds, there is hereby authorized to be issued and sold not to exceed $175,000,000 aggregate principal amount of the Bonds in accordance with this resolution and applicable law.

(2) The Bonds are authorized by the provisions of Title 35, Chapter 3, Article 3, Arizona Revised Statutes, as amended, and will constitute one or more series of bonds in principal amounts of bonds of the City approved by the qualified electors of the City at the Elections.

(3) The proceeds from the sale of the Bonds shall be credited against the total principal amount of bonds and the specific amount of bonds so authorized by the qualified electors of the City at the Elections and for each respective purpose and project as set forth in the applicable question on the official form of ballot and the proceeds of the Bonds shall be applied to each respective purpose and project as determined by the Authorized Representatives on behalf of the City.

(b) The Mayor, any member of the Council if the Mayor is unavailable, the City Manager, the Deputy City Manager/Chief Financial Officer of the City or the designees of any of them (collectively, the "Authorized Representatives") are hereby authorized and directed to determine on behalf of the City, with the advice of the Financial Advisor, and, if applicable, to include in the Notice: (1) the dated date and total principal amount of the Bonds and whether the Bonds will be sold in one or more series (but not to exceed $175,000,000 in aggregate principal amount); (2) the amounts of the Bonds to be allocated to each of the purposes authorized by

the Elections; (3) the final principal and maturity schedule of the Bonds (but none of the Bonds to mature later than July 1, 2045); (4) the provisions for redemption in advance of maturity of the Bonds; (5) whether the Bonds will be sold pursuant to the Notice or sold by the Underwriter, the entity to serve as Underwriter, if applicable, and the sales date, sales price and other sales terms of the Bonds (including for underwriter's compensation, original issue discount and original issue premium); (6) whether all or any portion of the Bonds will be sold on a taxable basis, and (7) the provision for credit enhancement, if any, for the Bonds; provided, however, that such determinations must result in a yield for federal income tax purposes with respect to the Bonds of not to exceed six percent (6.00%). The interest rates per annum each maturity of the Bonds are to bear and the dates for payment of such interest (the "interest payment dates") and the sales price at which the Bonds are to be sold shall be determined as prescribed (i) in the Notice if the Bonds are sold pursuant to the Notice, and (ii) in the hereinafter defined Purchase Agreement if the Bonds are sold by the Underwriter.

(c) (1) The Bonds shall be dated the date of their initial authentication and delivery and issued in the denomination of $5,000 of principal amount each or integral multiples thereof and only in fully registered form.

(2) The principal of and premium, if any, on the Bonds shall be payable at maturity or prior redemption upon presentation and surrender thereof at the designated corporate trust office of the Bond Registrar and Paying Agent (as defined herein).

(3) Interest on the Bonds shall be payable by check, dated as of the interest payment date, mailed to the registered owners thereof and at the addresses appearing on the registration books maintained by the Bond Registrar and Paying Agent at the close of business on the fifteenth (15th) day of the month in the month preceding an interest payment date (the "regular record date"). Any such interest on a Bond which is not timely paid or duly provided for shall cease to be payable to the registered owner thereof (or of one or more predecessor Bonds) as of the regular record date and shall be payable to the registered owner thereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to the registered owners of Bonds not less than ten (10) days prior thereto.

(4) The principal of and premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America.

Section 2. Prior Redemption of the Bonds.

(a) Notice of redemption of any Bond shall be mailed by first class mail, postage prepaid, not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption to the registered owner of the Bond or Bonds being

redeemed at the address shown on the registration books for the Bonds maintained by the Bond Registrar and Paying Agent. Failure to properly give such notice of redemption shall not affect the redemption of any Bond for which notice was properly given. Such notice may provide that the redemption is conditional upon moneys for payment of the redemption price being held in separate accounts by the Bond Registrar and Paying Agent.

(b) On the date designated for redemption by notice given as herein provided, the Bonds or portions thereof to be redeemed shall become and be due and payable at the redemption price for such Bonds or such portions thereof on such date, and, if moneys for payment of the redemption price are held in separate accounts by the Bond Registrar and Paying Agent, interest on such Bonds or such portions thereof shall cease to accrue, such Bonds or such portions thereof shall cease to be entitled to any benefit or security hereunder, the registered owners of such Bonds or such portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof and accrued interest thereon and such Bonds or such portions thereof shall be deemed paid and no longer outstanding.

(c) The City may redeem any amount which is included in a Bond in the denomination in excess of, but divisible by, $5,000. In that event, the registered owner shall submit the Bond for partial redemption and the Bond Registrar and Paying Agent shall make such partial payment and shall cause to be issued a new Bond in a principal amount which reflects the redemption so made, to be authenticated and delivered to the registered owner thereof.

Section 3. Security; Defeasance.

(a) After the Bonds are issued, the Council shall enter on its minutes a record of the Bonds sold and their numbers and dates. For the purpose of paying the principal of, interest on and costs of administration of the registration and payment of the Bonds, there shall be levied on all the taxable property in the City a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest and administration costs of and on the Bonds as the same become due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes of the City are levied, assessed and collected. The tax shall be extended and collected for the City, and the officials of the City and Maricopa County, Arizona, charged with the annual extension and collection of taxes, without further instructions from the Council, shall extend and collect the tax upon issuance of the Bonds. All moneys collected through such tax shall be paid into the treasury of the City, to the credit of a "Debt Service Fund" of the City for the Bonds, from which fund the Bonds shall be payable, which tax moneys shall be held in subfunds to be known as the "Interest Fund" and the "Redemption Fund," which funds shall be kept separate and apart from and not commingled with any other funds or moneys and which shall be used solely for, respectively, payment of interest on and principal of, and premium, if any, on the Bonds.

(b) Any Bond or portion thereof in authorized denominations shall be deemed paid and defeased and thereafter shall have no claim on ad valorem taxes levied on taxable property in the City (i) if there is deposited with a bank or comparable financial institution, in trust, moneys or obligations issued by or guaranteed by the United States government ("Defeasance Obligations") or both which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal of and interest and any premium on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption and (ii) if such defeased Bond or portion thereof is to be redeemed, notice of such redemption has been given in accordance with provisions hereof or the City has submitted to the Bond Registrar and Paying Agent instructions expressed to be irrevocable as to the date upon which such Bond or portion thereof is to be redeemed and as to the giving of notice of such redemption. If the maturing principal of the Defeasance Obligations or other moneys, or both, is sufficient to pay the principal of, premium, if any, and interest on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption, a certificate or report of an accountant shall not be required. Bonds the payment of which has been provided for in accordance with this Section shall no longer be deemed payable or outstanding hereunder and thereafter such Bonds shall be entitled to payment only from the moneys or Defeasance Obligations deposited to provide for the payment of such Bonds.

Section 4. Use of Proceeds. Proceeds of the sale of the Bonds shall be deposited in the treasury of the City to the credit of the "General Obligation Bonds Series 2026 Capital Project Fund" in the amount determined as provided in Section 1(a)(3) hereof, to be used solely for the purposes specified in the aforementioned ballot questions submitted to the qualified electors of the City at the Elections; provided, however, that (i) such proceeds may be invested in the manner and under the circumstances allowed by law, and (ii) any moneys remaining after such purposes shall have been accomplished shall be transferred to the applicable "Interest Fund" and "Redemption Fund" in the same fashion as taxes. Notwithstanding the foregoing, the Authorized Representatives may determine it to be in the best interests of the City to establish multiple capital project funds for deposit of the proceeds of the sale of the Bonds, which is hereby authorized and approved.

Section 5. Form of Bonds.

(a) The Bonds (including the form of certificate of authentication and form of assignment therefor) shall be in substantially the form set forth in the Exhibit attached hereto. There may be such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the Bonds in such form. Execution thereof by such officers shall constitute conclusive evidence of such approval.

(b) The Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. Each Bond shall show both the date of the issue and the date of authentication and registration of each Bond.

(c) The Bonds are prohibited from being converted to coupon or bearer bonds without the consent of the Council and approval of Greenberg Traurig, LLP, bond counsel to the City with respect to the issuance of the Bonds ("Bond Counsel").

Section 6. Execution and Delivery of Bonds.

(a) The Bonds shall be executed for and on behalf of the City by the Mayor of the City and attested by the Clerk of the City. Such signatures may be by mechanical reproduction; however, such officers shall manually sign a certificate adopting as and for such signatures on the Bonds the respective mechanically reproduced signatures affixed to the Bonds.

(b) If an officer whose signature is on a Bond no longer holds that office at the time such Bond is authenticated and registered, the Bond shall nevertheless be valid and binding so long as such Bond would otherwise be valid and binding.

(c) A Bond shall not be valid or binding until authenticated by the manual signature of an authorized representative of the Bond Registrar and Paying Agent. The signature of the authorized representative of the Bond Registrar and Paying Agent shall be conclusive evidence that the Bond has been authenticated and issued pursuant to this resolution.

Section 7. Mutilated, Lost or Destroyed Bonds. In case any Bond becomes mutilated or destroyed or lost, the City shall cause to be executed and delivered a new Bond of like type, date, maturity date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, upon the registered owner paying the reasonable expenses and charges of the City in connection therewith and, in the case of a Bond destroyed or lost, filing with the Bond Registrar and Paying Agent by the registered owner evidence satisfactory to the Bond Registrar and Paying Agent that such Bond was destroyed or lost, and furnishing the Bond Registrar and Paying Agent with a sufficient indemnity bond pursuant to Section 47-8405, Arizona Revised Statutes.

Section 8. Acceptance of Proposals.

(a) Subject to the discretion delegated by Section 1(b) hereof, the Authorized Representatives are hereby authorized to prepare and finalize matters in the Notice including by making modifications, completions or changes of, or supplements to, the Notice and to determine how the Notice is to be disseminated, and the Bonds are hereby ordered to be offered for public sale by the City on the date and at the hour to be set forth in the Notice. The proposal of the purchaser of the Bonds pursuant to the Notice which results in the lowest true interest cost to the City with respect to the Bonds and, in all respects, complies with the terms of the Notice and

this resolution, shall be accepted. Such acceptance shall be evidenced by the award pursuant to the Notice.

(b) Subject to the discretion delegated by Section 1(b) hereof, the Authorized Representatives are hereby authorized to accept a proposal of the Underwriter for the purchase of the Bonds which satisfies the terms and conditions of this resolution on behalf of the City, and the Bonds are hereby ordered to be sold to the Underwriter in accordance with the terms of a Bond Purchase Agreement, to be dated the date of the sale of the Bonds (the "Purchase Agreement"), in form and substance reasonably satisfactory to the Authorized Representatives, the Financial Advisor and Bond Counsel. The Authorized Representatives are hereby authorized to execute and deliver the Purchase Agreement, for and on behalf of the City, in a form satisfactory to the Authorized Representatives, the Financial Advisor and Bond Counsel, and such execution and delivery by the Authorized Representatives shall indicate the approval thereof on behalf of the City by the Authorized Representatives.

(c) The Authorized Representatives are hereby requested to cause the Bonds to be delivered to the purchaser of the Bonds pursuant to the Notice upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the sale provided in the Notice. The Authorized Representatives are hereby requested to cause the Bonds to be delivered to the Underwriter upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the sale provided in the Purchase Agreement.

Section 9. Official Statement and Continuing Disclosure.

(a) (1) The preparation, distribution and use of the Preliminary Official Statement relating to the Bonds in substantially the form presented to the Council at the meeting at which this resolution was adopted is in all respects hereby ratified, approved and confirmed, and the Authorized Representatives are hereby authorized to certify or otherwise represent that the Preliminary Official Statement, in original or revised form, is a "deemed final" official statement (except for permitted omissions) of the City as of a particular date for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

(2) The Authorized Representatives are authorized and directed to approve, on behalf of the City, and to execute and deliver, a final Official Statement in substantially the form of the Preliminary Official Statement, modified to reflect matters related to the sale of the Bonds, for distribution and use in connection with the offering and sale of the Bonds. The execution and delivery of such final Official Statement by the Authorized Representatives shall be conclusively deemed to evidence the approval of the status, form and contents thereof by the Council.

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(b) Subject to annual appropriation to cover the costs of compliance therewith, the City shall comply with and carry out all of the provisions of a Continuing Disclosure Undertaking, to be dated the date of issuance of the Bonds (the "Undertaking"), with respect to the Bonds which the Authorized Representatives are each hereby authorized, for and on behalf of the Council, to execute, and, as applicable, the Clerk of the City is hereby authorized to attest and deliver, in substantially the form submitted to the Council at the meeting at which this resolution was adopted, with such additions, deletions and modifications as shall be approved by the Authorized Representatives, and such execution and delivery shall constitute evidence of the approval of such officer of any departures from the form submitted to the Council at the time of adoption of this resolution. Notwithstanding any other provision of this resolution, failure of the City (if obligated pursuant to the Undertaking) to comply with the Undertaking shall not be considered an event of default; however, any Beneficial Owner (as defined herein) may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 10. Bond Registrar and Paying Agent.

(a) The Authorized Representatives are hereby authorized to appoint U.S. Bank Trust Company, National Association, or such other financial institution designated by the Authorized Representatives, as the initial authenticating agent, bond registrar, transfer agent and paying agent with respect to the Bonds (the "Bond Registrar and Paying Agent") and a standard form contract therewith, in substantially the form presented to the Council at the meeting at which this resolution was adopted, covering such services, with such additions, deletions and modifications as shall be approved by the Authorized Representatives, is hereby approved, and each of the Authorized Representatives are hereby authorized to execute, and, as applicable, the Clerk of the City is hereby authorized to attest and deliver, such contract. The Bond Registrar and Paying Agent shall maintain the books of the City for the registration of ownership of each Bond.

(b) A Bond may be transferred on the registration books upon delivery and surrender of the Bond to the Bond Registrar and Paying Agent at its designated corporate trust office, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of the Bond to be transferred or the attorney-in-fact or legal representative thereof, containing written instructions as to the details of the transfer of such Bond. No transfer of any Bond shall be effective until entered on the registration books.

(c) In all cases upon the transfer of a Bond, the Bond Registrar and Paying Agent shall enter the transfer of ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same type and of the authorized denominations (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Section.

(d) All costs and expenses of initial registration and payment of the Bonds shall be borne by the City, but the City and the Bond Registrar and Paying Agent shall charge the registered owner of such Bond for every subsequent transfer of a Bond including an amount sufficient to reimburse them for any transfer fee, tax or other governmental charge required to be paid with respect to such transfer and may require that such charge including for such transfer fee, tax or other governmental charge be paid before any such new Bond shall be delivered.

(e) The City and the Bond Registrar and Paying Agent shall not be required to issue or transfer any Bonds during a period beginning with the opening of business on any regular record date and ending with the close of business on the corresponding interest payment date.

(f) The Bonds shall be subject to a Book-Entry System (as defined herein) of ownership and transfer, except as provided in subsection (3) of this subsection. The general provisions for effecting the Book-Entry System are as follows:

(1) The City hereby designates The Depository Trust Company, New York, New York, as the initial Depository (as defined herein) hereunder.

(2) Notwithstanding the provisions of this Section or of the Bonds to the contrary and so long as the Bonds are subject to a Book-Entry System, the Bonds shall initially be evidenced by one typewritten certificate for each maturity in an amount equal to the aggregate principal amount thereof. The Bonds so initially delivered shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company. The Bonds may not thereafter be transferred or exchanged on the registration books of the City maintained by the Bond Registrar and Paying Agent except:

(a) to any successor Depository designated pursuant to subsection (3) of this subsection;

(b) to any successor nominee designated by a Depository; or

(c) if the City shall elect to discontinue the Book-Entry System pursuant to subsection (3) of this subsection, the City shall cause the Bond Registrar and Paying Agent to authenticate and deliver replacement Bonds in fully registered form in authorized denominations in the names of the Beneficial Owners (as defined herein) or their nominees, as certified by the Depository,

at the expense of the City; thereafter the other applicable provisions of this resolution regarding registration, transfer and exchange of the Bonds shall apply.

(3) The Bond Registrar and Paying Agent, pursuant to a request from the City for the removal or replacement of the Depository, and upon thirty (30) days' notice to the Depository, may remove or replace the Depository. The Bond Registrar and Paying Agent shall remove or replace the Depository at any time pursuant to the request of the City. The Depository may determine not to continue to act as Depository for the Bonds upon thirty (30) days' written notice to the City and the Bond Registrar and Paying Agent. If the use of the Book-Entry System is discontinued, then after the Bond Registrar and Paying Agent has made provision for notification of the Beneficial Owners of their book entry interests in the Bonds by appropriate notice to the then Depository, the City and the Bond Registrar and Paying Agent shall permit withdrawal of the Bonds from the Depository and authenticate and deliver the Bond certificates in fully registered form and in denominations authorized by this Section to the assignees of the Depository or its nominee. Such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing or otherwise preparing, and delivering, such replacement Bond certificates) of the City.

(4) So long as the Book-Entry System is used for the Bonds, the City and the Bond Registrar and Paying Agent shall give any notice of redemption or any other notices required to be given to registered owners of Bonds only to the Depository or its nominee registered as the owner thereof. Any failure of the Depository to advise any of its participants, or of any participant to notify the Beneficial Owner, of any such notice and its content or effect shall not affect the validity of the redemption of the Bonds to be redeemed or of any other action premised on such notice. Neither the City nor the Bond Registrar and Paying Agent shall be responsible or liable for the failure of the Depository or any participant thereof to make any payment or give any notice to a Beneficial Owner in respect of the Bonds or any error or delay relating thereto.

(5) Notwithstanding any other provision of this Section or Section 2(b) hereof or of the Bonds to the contrary, so long as the Bonds are subject to a Book-Entry System, it shall not be necessary for the registered owner to present the applicable Bond for payment of mandatory redemption installments, if any. The mandatory redemption installments may be noted on books kept by the Bond Registrar and Paying Agent and the Depository for such purpose, and the Bonds shall be tendered to the Bond Registrar and Paying Agent at their maturity.

(6) For purposes of this Section, "Beneficial Owners" shall mean actual purchasers of the Bonds whose ownership interest is evidenced only in the Book-Entry System maintained by the Depository; "Book-Entry System" shall mean a system for clearing and settlement of securities transactions among participants of a Depository (and other parties having custodial relationships with such participants) through electronic or manual book-entry changes in accounts of

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such participants maintained by the Depository hereunder for recording ownership of the Bonds by Beneficial Owners and transfers of ownership interests in the Bonds and "Depository" shall mean The Depository Trust Company, New York, New York or any successor depository designated pursuant to this Section.

Section 11. General Federal Tax Law Covenants.

(a) (1) As will be provided in greater detail in the Certificate Relating To Federal Tax Matters to be delivered upon the initial delivery of the Bonds (the "Tax Certificate"), the City shall not make or direct the making of any investment or other use of the proceeds of any Bonds which would cause such Bonds to be "arbitrage bonds" as that term is defined in Section 148 (or any successor provision thereto) of the Internal Revenue Code of 1986, as amended (the "Code"), or "private activity bonds" as that term is defined in Section 141 (or any successor provision thereto) of the Code, and shall comply with the requirements of the Code sections and the regulations promulgated thereunder (the "Regulations") throughout the term of the Bonds. In consideration of the purchase and acceptance of the Bonds by such holders from time to time and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, the Council covenants, and the appropriate officials of the City are hereby directed, to take all action required to maintain such exclusion or to refrain from taking any action prohibited by the Code which would adversely affect in any respect such exclusion.

(2) The City shall be the owner of the facilities financed with the proceeds of the sale of the Bonds (the "Facilities") for federal income tax purposes. Except as otherwise advised in a Bond Counsel's Opinion (as defined herein), the City shall not enter into (i) any management or service contract with any entity other than a governmental entity for the operation of any portion of the Facilities unless the management or service contract complies with the requirements of the Code, the Regulations and any applicable interpretive guidance with respect thereto as may control at the time, or (ii) any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Facilities. Also, the payment of principal and interest with respect to the Bonds shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Bonds, or amounts treated as proceeds of the Bonds, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds (i) may be so invested for an initial temporary period until needed for the purpose for which the Bonds are being issued, (ii) may be so used in making investments of a bona fide debt service fund or (iii) may be invested in obligations issued by the United States Treasury.

(3) The procedures and covenants contained in any arbitrage rebate provision or separate agreement executed in connection with the issuance of the Bonds (initially Section 12 hereof) shall be complied with for so long as compliance

is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(b) (1) The City shall take all necessary and desirable steps, as determined by the Council, to comply with the requirements hereunder in order to ensure that interest on the Bonds is excluded from gross income for federal income tax purposes under the Code; provided, however, compliance with any such requirement shall not be required in the event the City receives a Bond Counsel's Opinion that either (i) compliance with such requirement is not required to maintain the exclusion from gross income of interest on the Bonds, or (ii) compliance with some other requirement will meet the requirements of the Code. In the event the City receives such a Bond Counsel's Opinion, this resolution shall be amended to conform to the requirements set forth in such opinion.

(2) If for any reason any requirement hereunder is not complied with, the Council shall take all necessary and desirable steps, as determined by the City, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence and the City shall pay any required interest or penalty under Regulations Section 1.148-3(h).

(c) The City has adopted post-issuance tax compliance procedures, with which the City shall comply.

Section 12. Arbitrage Rebate Covenants.

(a) Terms not otherwise defined in Subsection (b) hereof shall have the meanings given to them in the Tax Certificate.

(b) The following terms shall have the following meanings:

"Bond Counsel's Opinion" shall mean an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

"Bond Year" shall mean each one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issue of the Bonds and shall end on the date selected by the City, provided that the first Bond Year shall not exceed one calendar year. The last Bond Year shall end on the date of retirement of the last Bond.

"Bond Yield" is as indicated in the Tax Certificate. Bond Yield shall be recomputed if required by Regulations Section 1.148-4(b)(4) or 4(h)(3). Bond Yield shall mean the discount rate that produces a present value equal to the Issue Price of all unconditionally payable payments of principal, interest and fees for qualified guarantees within the meaning of Regulations Section 1.148-4(f) and amounts reasonably expected to be paid as fees for qualified guarantees in connection with the Bonds as determined under Regulations Section 1.148-4(b).

The present value of all such payments shall be computed as of the date of issue of the Bonds and using semiannual compounding on the basis of a 360-day year.

"Gross Proceeds" shall mean:

(i) any amounts actually or constructively received by the City from the sale of the Bonds but excluding amounts used to pay accrued interest on the Bonds within one year of the date of issuance of the Bonds;

(ii) transferred proceeds of the Bonds under Regulations Section 1.148-9;

(iii) any amounts actually or constructively received from investing amounts described in (i), (ii) or this (iii); and

(iv) replacement proceeds of the Bonds within the meaning of Regulations Section 1.148-1(c). Replacement proceeds include amounts reasonably expected to be used directly or indirectly to pay debt service on the Bonds, pledged amounts where there is reasonable assurance that such amounts will be available to pay principal or interest on the Bonds in the event the City encounters financial difficulties and other replacement proceeds within the meaning of Regulations Section 1.148-1(c)(4). Whether an amount is Gross Proceeds is determined without regard to whether the amount is held in any fund or account.

"Investment Property" shall mean any security, obligation (other than a tax-exempt bond within the meaning of Code Section 148(b)(3)(A)), annuity contract or investment-type property within the meaning of Regulations Section 1.148-1(b).

"Issue Price" is as indicated in the Tax Certificate and shall be determined as provided in Regulations Section 1.148-1(b).

"Nonpurpose Investment" shall mean any Investment Property acquired with Gross Proceeds, and which is not acquired to carry out the governmental purposes of the Bonds.

"Payment" shall mean any payment within the meaning of Regulations Section 1.148-3(d)(1) with respect to a Nonpurpose Investment.

"Rebate Requirement" shall mean at any time the excess of the future value of all Receipts over the future value of all Payments. For purposes of calculating the Rebate Requirement the Bond Yield shall be used to determine the future value of Receipts and Payments in accordance with Regulations Section 1.148-3(c). The Rebate Requirement is zero for any Nonpurpose Investment meeting the requirements of a rebate exception under Section 148(f)(4) of the Code or Regulations Section 1.148-7.

"Receipt" shall mean any receipt within the meaning of Regulations Section 1.148-3(d)(2) with respect to a Nonpurpose Investment.

"Regulations" shall mean Sections 1.148-1 through 1.148-11 and Section 1.150-1 of the regulations of the United States Department of the Treasury promulgated under the Code, including and any amendments thereto or successor regulations.

(c) Within 60 days after the end of each Bond Year, the City shall cause the Rebate Requirement to be calculated and shall pay to the United States of America:

(1) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous rebate payments with respect to the Bonds (determined as of such Computation Date), is equal to at least 90% of the sum of the Rebate Requirement (determined as of the last day of such Bond Year) plus the future value of all previous rebate payments with respect to the Bonds (determined as of the last day of such Bond Year); and

(2) not later than 60 days after the retirement of the last Bond, an amount equal to 100% of the Rebate Requirement (determined as of the date of retirement of the last Bond).

Each payment required to be made under this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date such payment is due, and shall be accompanied by IRS Form 8038-T.

(d) No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(e) For purposes of Subsection (d), whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(1) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing buyer would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(2) Except as provided in Subsection (f) or (g), a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code Section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(3) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition

or sale or disposition shall be treated as establishing the fair market value of the obligation.

(f) The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(1) the yield on reasonably comparable direct obligations of the United States; and

(2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(g) A guaranteed investment contract shall be considered acquired and disposed of for an amount equal to its fair market value if:

(1) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the City or any other person for purposes of satisfying the requirements in the Regulations that the City receive bids from at least one reasonably competitive provider and at least three providers that do not have a material financial interest in the Bonds.

(2) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(3) At least three reasonably competitive providers (i.e., having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Bonds (e.g., a lead underwriter within 15 days of the issue date of the Bonds or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If the City uses an agent to conduct the bidding, the agent may not bid.

(4) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

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(5) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) The terms for the guaranteed investment contract are commercially reasonable (i.e., have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(7) The provider of the investment contract certifies the administrative costs (as defined in Regulations Section 1.148-5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(8) The City retains until three years after the last outstanding Bond is retired, (i) a copy of the guaranteed investment contract, (ii) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by the City and a copy of the provider's certification described in (7) above, (iii) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (iv) the bid solicitation form and, if the terms of the guaranteed investment contract deviates from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

(h) The employment of such experts and consultants to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of the Code is hereby authorized.

Section 13. Resolution a Contract; Severability; Ratification of Actions.

(a) This resolution shall constitute a contract between the City and the registered owners of the Bonds and shall not be repealed or amended in any manner which would impair, impede or lessen the rights of the registered owners of the Bonds then outstanding.

(b) If any section, paragraph, subdivision, sentence, clause or phrase of this resolution is for any reason held to be illegal or unenforceable, such decision will not affect the validity of the remaining portions of this resolution. The Council hereby declares that it would have adopted this resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this resolution may be held illegal, invalid or unenforceable.

(c) All actions of the officers, employees and agents of the City including the Council which conform to the purposes and intent of this resolution and which further the sale and issuance of the Bonds as contemplated by this resolution,

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including retention of consultants and counsel necessary to carry out the purposes of this resolution, whether taken before or after adoption of this resolution, are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this resolution.

(d) All acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law, and no statutory, charter or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

(e) All formal actions of the Council concerning and relating to the passage of this resolution were taken in an open meeting of the Council, and all deliberations of the Council and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 14. Ratification of Prior Use of Bond Authorization. The prior utilization or designation of voter authorization approved at the Elections in connection with a prior general obligation bond issuance by the City is hereby ratified, confirmed and approved.

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PASSED and ADOPTED by the City Council of the City of Chandler, Arizona, this 13th day of November, 2025.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5947 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 November, 2025 and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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EXHIBIT

[FORM OF BOND]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.*

REGISTERED
NO. .....

REGISTERED
$.....

UNITED STATES OF AMERICA
STATE OF ARIZONA

CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION BOND, SERIES 2026

Interest Rate:	Maturity Date:	Dated:	CUSIP:
.....%	July 1, ...	....., 2026	158843 .....

REGISTERED OWNER: CEDE & CO.*

PRINCIPAL AMOUNT: ..... DOLLARS

THE CITY OF CHANDLER, ARIZONA, a body politic and corporate, duly incorporated and existing pursuant to the laws of the State of Arizona (the "City"), for value received, hereby promises to pay to the aforesaid registered owner, or registered assigns, the aforesaid principal amount on the aforesaid maturity date unless earlier redeemed and then on the applicable redemption date, and to pay interest on the principal amount from the date this Bond is dated as of, at the aforesaid interest rate (computed on the basis of a 360-day year of twelve 30-day months) on each January 1 and July 1 (each an "interest payment date"), commencing ....., ..., to its maturity or its redemption prior to maturity. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the designated corporate trust office of U.S. Bank Trust Company, National Association, as the "Bond Registrar and Paying Agent." Interest on this Bond is payable by check, dated as of the interest payment

* Insert only while The Depository Trust Company, New York, New York, is the Securities Depository.

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date, mailed to the registered owner hereof and at the address appearing on the registration books maintained by the Bond Registrar and Paying Agent at the close of business on the 1st day of the month for that interest payment date (the "regular record date"). Any such interest which is not timely paid or duly provided for shall cease to be payable to the registered owner hereof (or of one or more predecessor Bonds) as of the regular record date and shall be payable to the registered owner hereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to the registered owner of this Bond not less than 10 days prior thereto.

The principal of and interest and premium, if any, on this Bond are payable in lawful money of the United States of America, on the respective dates when principal and interest become due.

This Bond is one of a series of bonds (the "Bonds") indicated above in the aggregate principal amount of $.....,000 of like tenor except as to amount, maturity date, rate of interest and number, issued by the City to provide funds to make those certain acquisitions and public improvements approved by a majority vote of qualified electors voting at elections duly called and held in and for the City, pursuant to a resolution of the City Council of the City duly passed and adopted prior to the issuance hereof, all the terms of which are hereby incorporated herein (the "Resolution"), and pursuant to the Constitution and laws of the State of Arizona relative to the sale and issuance of general obligation bonds of municipalities, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

For the purpose of paying the principal of, interest on and costs of administration of the registration and payment of this Bond, there shall be levied on all taxable property in the City a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest and administration costs of and on this Bond as the same become due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes of the City are levied, assessed and collected.

The Bonds maturing before and on July 1, ..., are not subject to redemption prior to maturity. The Bonds maturing on and after July 1, ..., are subject to redemption prior to maturity, in whole or in part, on July 1, ..., or any date thereafter, by the payment of a redemption price equal to the principal amount of each such Bond redeemed plus interest accrued to the date fixed for redemption plus a premium (calculated as a percentage of the principal amount of such Bonds to be redeemed) to be computed as follows:

Redemption Dates	Premium
July 1, ..., and January 1, ...	....%
July 1, ..., and January 1, ...	....
July 1, ..., and thereafter	0.0

The Bonds maturing on July 1, ..., shall be redeemed prior to maturity on July 1, in the years and amounts set forth below, by payment of the principal amount of each Bond to be redeemed plus interest accrued to the date fixed for redemption, but without a premium:

Year	Amount
	$

A remaining principal amount of $.....,000 of Bonds maturing on July 1, ..., shall mature on July 1, ...

Not more than seventy-five (75) nor less than sixty (60) days prior to the mandatory redemption date for the Bonds maturing on July 1, ..., the Bond Registrar and Paying Agent shall proceed to select for redemption (by lot in such manner as the Bond Registrar and Paying Agent may determine) from all the Bonds maturing on July 1, ..., outstanding a principal amount of the Bonds maturing on July 1, ..., equal to the aggregate principal amount of the Bonds maturing on July 1, ..., to be redeemed and shall redeem such Bonds maturing on July 1, ..., on the next July 1 and give notice of such redemption.

Notice of redemption of any such Bond will be mailed not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption to the registered owner of such Bond or Bonds being redeemed at the address shown on the registration books for the Bonds maintained by the Bond Registrar and Paying Agent. Failure to properly give such notice of redemption shall not affect the redemption of any such Bond for which notice was properly given.

The Bond Registrar and Paying Agent shall maintain the registration books of the City for the registration of ownership of each Bond as provided in the Resolution. (The Bond Registrar and Paying Agent may be changed without notice or consent.)

This Bond may be transferred on the registration books upon delivery and surrender hereof to the Bond Registrar and Paying Agent at its designated corporate trust office, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of this Bond or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer. No transfer of this Bond shall be effective until entered on the registration books.

In all cases upon the transfer of this Bond, the Bond Registrar and Paying Agent shall transfer the ownership in the registration books and shall authenticate and deliver in the name

of the transferee or transferees a new fully registered Bond or Bonds of authorized denominations (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Resolution. The City and the Bond Registrar and Paying Agent shall charge the owner of such Bond for every transfer of a Bond, including an amount sufficient to reimburse them for any transfer fee, tax or other charge required to be paid with respect to such transfer and may require that such charge, including such transfer fee, tax or other charge be paid before any such new Bond shall be delivered.

The City and the Bond Registrar and Paying Agent shall not be required to issue or transfer any Bonds during a period beginning with the opening of business on any regular record date and ending with the close of business on the corresponding interest payment date.

This Bond shall not be entitled to any security or benefit under the Resolution or be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar and Paying Agent.

Pursuant to the Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of moneys or obligations issued or guaranteed by the United States government ("Defeasance Obligations") or both which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal or redemption price of and interest on such Bonds. Any Bonds so provided for will no longer be outstanding under the Resolution or payable from ad valorem taxes on taxable property in the City, and the owners of such Bonds shall thereafter be entitled to payment only from the moneys and Defeasance Obligations deposited in trust.

It is hereby certified, recited and declared (i) that all conditions, acts and things required by the Constitution and laws of the State of Arizona to happen, to be done, to exist and to be performed precedent to and in the issuance of this Bond and of the series of which it is one, have happened, have been done, do exist and have been performed in regular and due form and time as required by law, (ii) that the obligation evidenced by the series of Bonds of which this is one, together with all other existing indebtedness of the City, does not exceed any applicable constitutional or statutory limitation, and (iii) that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon taxable property within the City, over and above all other taxes authorized or limited by law, sufficient to pay the principal hereof and the interest hereon as each becomes due.

ZDS

IN WITNESS WHEREOF, THE CITY OF CHANDLER, ARIZONA, has caused this Bond to be executed in the name of the City by the facsimile signature of the Mayor of the City and such signature of the Mayor of the City to be attested by the facsimile signature of the Clerk of the City.

CITY OF CHANDLER, ARIZONA

By .....(Facsimile).....
Mayor

ATTEST:

By .....(Facsimile).....
Clerk

[FORM OF CERTIFICATE OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution and is one of the City of Chandler, Arizona General Obligation Bonds, Series 2026.

Date of Authentication: .....

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Bond Registrar and Paying Agent

By.....
Authorized Representative

ZDS

[FORM OF ASSIGNMENT]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto ..... the within Bond and irrevocably constitutes and appoints ..... attorney to transfer this Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: .....

.....
Signature

Signature Guaranteed:

.....
[Insert proper legend]

.....
Signature

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT - ..... Custodian .....
(Cust) (Minor)

under Uniform Gifts/Transfers to Minors Act .....
(State)

Additional abbreviations may also be used though not included in the above list

ALL FEES AND COSTS OF TRANSFER
SHALL BE PAID BY THE TRANSFEROR

ZDS

This is a Preliminary Official Statement and the information contained herein is subject to change, amendment and completion without notice. These securities may not be sold, nor may an offer to buy be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. A definitive Official Statement with respect to these securities will be made available concurrently with their sale.

PRELIMINARY OFFICIAL STATEMENT DATED JANUARY __, 2026

NEW ISSUE – BOOK-ENTRY-ONLY

RATINGS: **Fitch:** "___"
Moody's: "___"
S&P: "___"
See "RATINGS" herein

In the opinion of Greenberg Traurig, LLP, Phoenix, Arizona, Bond Counsel, assuming the accuracy of certain representations and certifications and the continuing compliance with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Bonds (as defined herein) (i) is excludable from gross income for federal income tax purposes and (ii) is exempt from income taxation under the laws of the State of Arizona. Further, interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, but in the case of the federal alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), on applicable corporations (as defined in Section 59(k) of the Code), interest on the Bonds is not excluded from the determination of adjusted financial statement income. See "TAX EXEMPTION" herein for a description of certain other federal tax consequences of ownership of the Bonds.

$160,000,000*
CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2026

Dated: Date of Initial Delivery **Due:** July 1, as shown on the inside front cover page

The City of Chandler, Arizona (the "City") will issue its $160,000,000* aggregate principal amount of General Obligation Bonds, Series 2026 (the "Bonds") for the purpose of (i) acquiring and constructing public facilities and buildings, improvements to parks and recreation facilities, streets, public safety facilities and storm water management systems and (ii) paying the costs of issuance of the Bonds.

The Bonds will be dated the date of initial delivery and will be issuable as fully registered securities without coupons and will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), which will act as securities depository for the Bonds. Beneficial interests in the Bonds will be available to purchasers in amounts of $5,000 of principal due on specific maturity dates or integral multiples thereof. Purchasers will not receive certificates representing their beneficial interests in the Bonds. See APPENDIX F – "BOOK-ENTRY-ONLY SYSTEM." The principal of, premium, if any, and interest on the Bonds will be paid by U.S. Bank Trust Company, National Association to Cede & Co., as long as Cede & Co. is the registered owner of the Bonds. Disbursement of such payments to the DTC participants is the responsibility of DTC, and disbursement of such payments to the purchasers of beneficial ownership interests in the Bonds is the responsibility of DTC participants and Indirect Participants (as defined herein), as more fully described herein. The City and DTC each reserve the right to discontinue the book-entry-only system at any time.

See Maturity Schedule on Inside Front Cover Page

Proposals for the Bonds may be submitted solely as an electronic bid using the facilities of PARITY® up to and including the hour of 8:00 A.M., Mountain Standard Time ("MST"), on January 13, 2026.* See "NOTICE INVITING BIDS FOR THE PURCHASE OF OBLIGATIONS" for the Bonds herein.

The Bonds will mature on the dates and in the principal amounts set forth on the inside front cover page. Interest on the Bonds will be payable semiannually on January 1 and July 1, commencing July 1, 2026.*

The Bonds will be subject to redemption by the City prior to their stated maturity dates.*

Principal of and interest on the Bonds will be payable from a continuing, direct, annual, ad valorem tax levied against all taxable property within the boundaries of the City unlimited as to rate or amount. See "THE BONDS – Security For and Sources of Payment of the Bonds" herein.

The Bonds are offered when, as and if issued by the City, subject to the approving opinion of Greenberg Traurig, LLP, Phoenix, Arizona, Bond Counsel, as to validity and tax exemption. It is expected that the Bonds will be available for delivery through the facilities of DTC on or about January 28, 2026*.

This cover page contains certain information with respect to the Bonds for quick reference only. It is not a summary of all material information with respect to the Bonds. Investors are advised to read this entire Official Statement to obtain information essential to the making of an informed investment decision with respect to the Bonds.

* Preliminary, subject to change.

$160,000,000*
CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION BONDS,
SERIES 2026

MATURITY SCHEDULE

Date (July 1)	Principal Amount	Interest Rate	Yield	CUSIP No. 158843 (a)
2027	$2,500,000			
2028	1,000,000			
2029	8,000,000			
2030	3,000,000			
2031	4,000,000			
2032	4,000,000			
2033	5,000,000			
2034	5,000,000			
2035	9,000,000			
2036	11,500,000			
2037	12,000,000			
2038	12,500,000			
2039	13,000,000			
2040	13,500,000			
2041	14,000,000			
2042	14,000,000			
2043	14,000,000			
2044	14,000,000			

(a) CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services ("CGS") is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2026 CGS. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, Bond Counsel, the Financial Advisor (each as defined herein) or their agents or counsel assume responsibility for the accuracy of such numbers.

* Preliminary, subject to change.

CITY OF CHANDLER, ARIZONA

CITY COUNCIL

Kevin Hartke, *Mayor*
Christine Ellis, *Vice Mayor*
Angel Encinas, *Councilmember*
OD Harris, *Councilmember*
Jennifer Hawkins, *Councilmember*
Matt Orlando, *Councilmember*
Jane Poston, *Councilmember*

CITY ADMINISTRATIVE OFFICERS

John M. Pombier, *Acting City Manager*
Tadd Wille, *Assistant City Manager*
Dawn Lang, *Deputy City Manager/CFO*
Ryan Peters, *Deputy City Manager*
Leah Powell, *Deputy City Manager*
Kelly Schwab, *City Attorney/Risk Manager*
Dana DeLong, *City Clerk*

BOND COUNSEL

Greenberg Traurig, LLP
Phoenix, Arizona

FINANCIAL ADVISOR

Piper Sandler & Co.
Phoenix, Arizona

BOND REGISTRAR AND PAYING AGENT

U.S. Bank Trust Company, National Association
Tempe, Arizona

REGARDING THIS OFFICIAL STATEMENT

This Official Statement does not constitute an offering of any security other than the City of Chandler, Arizona (the "City") General Obligation Bonds, Series 2026 (the "Bonds"), identified on the inside front cover page hereof. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall be no sale of the Bonds by any person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale. No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing.

The information set forth in this Official Statement has been provided by the City, Maricopa County, the State of Arizona Department of Revenue and other sources which are considered to be reliable and customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the City or Piper Sandler & Co. (the "Financial Advisor"). The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. All estimates and assumptions contained herein have been based on the latest information available and are believed to be reliable, but no representations are made that such estimates and assumptions are correct, will be realized or will be repeated in the future. The information and any expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or any other parties or matters described herein since the date thereof.

The sale and issuance of the Bonds will not be registered under the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Securities Act of Arizona in reliance upon exemptions provided under such acts for the sale and issuance of securities such as the Bonds. The Bonds will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission (the "SEC") nor any other federal, state or other government entity or agency will have passed upon the merits of the Bonds or the accuracy or adequacy of this Official Statement or approved the Bonds for sale.

None of the City, the Financial Advisor or Bond Counsel (as defined herein) are actuaries, nor have any of them performed any actuarial or other analysis of the City's unfunded liabilities under the Arizona Public Safety Retirement System, the Arizona State Retirement System or the Elected Officials' Retirement Plan.

A wide variety of other information, including financial information, concerning the City is available from publications and websites of the City and others. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded. No such information is a part of, or incorporated into, this Official Statement, except as expressly noted herein.

The information contained herein in APPENDIX F – "BOOK-ENTRY-ONLY SYSTEM" has been furnished by The Depository Trust Company and no representation has been made by the City, the Financial Advisor, Bond Counsel or any of their counsel or agents, as to the accuracy or completeness of such information.

The City will undertake to provide continuing disclosure as described in this Official Statement under "CONTINUING SECONDARY MARKET DISCLOSURE" and in APPENDIX E – "FORM OF CONTINUING DISCLOSURE UNDERTAKING," pursuant to Rule 15c2-12 of the SEC.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, Rule 15c2-12 of the SEC.

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$160,000,000*
CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION BONDS,
SERIES 2026

NOTICE INVITING BIDS FOR THE PURCHASE OF BONDS

(Electronic Bidding Only)

NOTICE IS HEREBY GIVEN that unconditional bids will be received to and including the hour of 8:00 a.m., Mountain Standard Time ("MST"), on January 13, 2026* by the City of Chandler, Arizona (the "City"), for the purchase of all, but not less than all, of the City's General Obligation Bonds, Series 2026 in the principal amount of $160,000,000* (the "Bonds") as electronic bids using the facilities of PARITY® ("PARITY"). For purposes of the bids received through the electronic bid process, the time as maintained by PARITY shall constitute the official time.

The City reserves the right to cancel or reschedule the sale of the Bonds or alter the terms thereof upon notice given through PARITY at www.ipreo.com at any time prior to the time bids are to be received. If no legal bid or bids are received for the Bonds on said date (or such later date as is established as provided herein) at the time specified, bids will be received for the Bonds on such other date and at such other time as shall be designated through PARITY as soon as practicable. As an accommodation to the bidders, telephonic, telecopied or emailed notice of the postponement of the sale date or dates or of a change in the principal payment schedule will be given to any bidder who has requested such notice of the City's Financial Advisor, Piper Sandler & Co. (the "Financial Advisor"), Bill Davis (email: william.davis@psc.com; telephone: (602) 808-5428). Failure of any bidder to receive such telephonic, telecopied or emailed notice shall not affect the legality of the sale.

Any prospective purchaser that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY. The normal fee for the use of PARITY may be obtained from PARITY, and such fee will be the responsibility of those submitting bids. All bids must be submitted on the official bid form that resides on the PARITY system (the "Official Bid Form"), without alteration or interlineation. All electronic bids must be submitted by 8:00 a.m., MST, on January 13, 2026.* Subscription to i-Deal's BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. Representatives of the City will not confirm any subscription nor be responsible for the failure of any prospective purchaser to subscribe.

An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Bonds on the terms provided in this Notice Inviting Bids for the Purchase of Bonds (this "Notice") and shall be binding upon the bidder as if made by a signed, sealed proposal delivered to the City. Neither the City nor the Financial Advisor shall be responsible for any malfunction or mistake made by, or as a result of, the use of the facilities of PARITY, the use of such facilities being the sole risk of the bidder.

If any provisions of this Notice shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this Notice shall control. All electronic bids will be deemed to incorporate the provisions of this Notice and the Official Bid Form. Further information about PARITY, including any fee charged, may be obtained from IPREO at 1359 Broadway, 2nd Floor, New York, New York 10018, Attention: Customer Support (212) 849-5021 and from the following website: www.newissuehome.i-deal.com.

For information purposes only, bidders are requested to state in their electronic bid the "true interest cost" as described under "AWARD AND DELIVERY" herein.

BONDS IN GENERAL

The Bonds will be dated the date of initial delivery. Interest on the Bonds will be payable semiannually on January 1 and July 1 of each year, commencing July 1, 2026.* The Bonds, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC"). DTC will act as securities depository for the Bonds through its book-entry system. Purchases of beneficial ownership interests in the Bonds will be made in book-entry form in amounts of $5,000 of principal due on a specific maturity date, or any integral multiple thereof. Purchasers will not receive certificates representing their beneficial interests in the Bonds. The principal of and interest on the Bonds will be paid by U.S. Bank Trust Company, National Association, as the Bond Registrar and Paying Agent for the Bonds (the "Bond Registrar and Paying Agent"), to Cede & Co., as long as Cede & Co. is the registered owner of the Bonds. Disbursement of such payments to the DTC Participants is the responsibility of DTC, and disbursement of such payments to the purchasers of beneficial ownership interests in the

Bonds is the responsibility of DTC Participants and Indirect Participants, as more fully described in the preliminary official statement relating to the Bonds (the "Preliminary Official Statement").

Except as otherwise provided under "MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT" the Bonds will mature on July 1 in each of the years and in the amounts as follows (the "Maturity Schedule"):

Date (July 1)	Principal Amount
2027	$2,500,000
2028	1,000,000
2029	8,000,000
2030	3,000,000
2031	4,000,000
2032	4,000,000
2033	5,000,000
2034	5,000,000
2035	9,000,000
2036	11,500,000
2037	12,000,000
2038	12,500,000
2039	13,000,000
2040	13,500,000
2041	14,000,000
2042	14,000,000
2043	14,000,000
2044	14,000,000

MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT

The preliminary aggregate principal amount of the Bonds and the preliminary principal amount of each annual principal payment for the Bonds as set forth in this Notice (collectively, the "Preliminary Amounts") may be revised before the receipt of electronic bids for their purchase (such revised amounts referred to collectively as the "Revised Amounts"). ANY SUCH REVISIONS WILL BE PUBLISHED ON PARITY NOT LATER THAN 5:00 P.M., MST, ON THE LAST BUSINESS DAY PRIOR TO THE DATE OF SALE. In the event that no such revisions are made, the Preliminary Amounts will constitute the Revised Amounts. Bidders shall submit bids based on the Revised Amounts, and the Revised Amounts will be used to compare bids and select the winning bidder.

The City reserves the right to change the aggregate principal amount of Bonds set forth in this Notice after determination of the winning bidder in an amount not to exceed **$15,000,000.00**.* Further, the City reserves the right to change the maturity schedule set forth in this Notice after determination of the winning bidder, by adjusting one or more principal maturities of the Bonds in increments of $5,000.

As promptly as reasonably possible after the bids are received, the City will notify the winning bidder, if and when an award is made. The initial reoffering prices (the "Initial Reoffering Prices"), among other things, will be used by the City to calculate the final principal amount of each annual principal payment for the Bonds (collectively, the "Final Amounts") to accommodate the objectives of the City. THE WINNING BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES PROPOSED OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE REVISED AMOUNTS. The dollar amount bid by such entity will be adjusted to reflect changes in the dollar amount of the underwriter's discount and the original issue discount/premium, if any, but will not change the compensation per $1,000 of aggregate par amount of Bonds from the compensation that would have been received based on the purchase price in the winning bid and the Initial Reoffering Prices. The Final Amounts will be communicated to such entity as soon as possible, but not later than 3:00 p.m. MST, on the date of the sale.

REDEMPTION PROVISIONS

Optional Redemption. The Bonds maturing before and on July 1, 2035*, will not be subject to redemption prior to their stated maturity dates. The Bonds maturing on or after July 1, 2036*, will be subject to optional redemption prior to their stated maturity dates, at the direction of the City, in whole or in part in denominations of $5,000 or integral multiples thereof from maturities selected by the City, on July 1, 2035*, and on any date thereafter, at a redemption price equal to the principal amount of Bonds being redeemed plus accrued interest to the date fixed for redemption, without premium.

Notice of Redemption. Not more than 60, nor less than 30, days before any redemption date, the Bond Registrar and Paying Agent will cause a notice of any such redemption to be provided to DTC as further described in the Preliminary Official Statement. Such notice may provide that the redemption is conditional upon moneys for payment of the redemption price being held in separate accounts by the Bond Registrar and Paying Agent.

AUTHORIZATION AND USE OF FUNDS

The Bonds are being issued by the City pursuant to Title 35, Chapter 3, Article 3, Arizona Revised Statutes, and a resolution adopted by the City Council of the City on November 13, 2025 (the "Resolution"). The Bonds will constitute a portion of the bonds authorized by the voters at special bond elections held in the City, and will be issued for the following purposes and to pay costs of issuance of the Bonds:

(a) Parks and Recreation Facilities;
(b) Public Facilities and Buildings;
(c) Streets;
(d) Public Safety Facilities; and
(e) Storm Water Management Systems.

SECURITY AND SOURCE OF PAYMENT

The Bonds will be payable as to principal and interest from a continuing, direct, annual, *ad valorem* tax to be levied against all of the taxable property within the boundaries of the City. The Bonds will be payable from such tax without limit as to rate or amount. Such tax is to be levied, assessed and collected as other taxes of the City, in an amount sufficient to pay the interest on all the Bonds then outstanding and installments of the principal of the Bonds becoming due and payable in the ensuing year.

Pursuant to the Bond Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of moneys or obligations issued or guaranteed by the United States government ("Defeasance Obligations") or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay when due the principal or redemption price of and interest on such Bonds. If the maturing principal of the Defeasance Obligations or other moneys, or both, is sufficient to pay the principal of, premium, if any, and interest on such Bonds as the same matures, comes due or becomes payable upon prior redemption, a certificate or report of an accountant shall not be required. Any Bonds so provided for will no longer be outstanding under the Bond Resolution or payable from *ad valorem* taxes on taxable property in the City and the owners of such Bonds shall thereafter be entitled to payment only from the moneys and Defeasance Obligations deposited in trust.

BID DETAILS AND PARAMETERS

Form of Bids. Bids for the Bonds must be unconditional, and for not less than the entire offering of the Bonds. By submitting a bid, each bidder agrees to all of the terms and conditions of this Notice (including any amendments issued by the City through PARITY and i-Deal Prospectus). Bids must be submitted electronically through PARITY. Bids may not be withdrawn or revised after the time that bids are due.

Interest Rates Bid. Interest on the Bonds is payable commencing on July 1, 2026*, and thereafter on January 1 and July 1 of each year. Interest is calculated on the basis of a 30-day month and 360-day year from the date of the

* Preliminary, subject to change

Bonds. Bids may specify any number of interest rates in multiples of one-eighth of one percent (1/8 of 1 percent) or one-twentieth of one percent (1/20 of 1 percent). All Bonds of the same maturity must bear interest at the same rate and no Bond shall bear interest at more than one rate. No rate of interest may exceed 5.00%. The highest rate bid shall not exceed the lowest rate bid by more than two percent (2.00%) per annum.

Premium and Discount. No bid will be considered for a price that is less than 100 percent of the aggregate par value of the Bonds.

ESTABLISHMENT OF ISSUE PRICE*

(a) The winning bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on the date of issuance of the Bonds (the "Closing Date") an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached as the Exhibit to this Notice, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City, the Financial Advisor, and Greenberg Traurig, LLP ("Bond Counsel").

(b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

(1) the City shall disseminate this Notice to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(2) all bidders shall have an equal opportunity to bid;

(3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(4) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer in conformance with this Notice to purchase the Bonds at a price that produces the lowest true interest cost to the City, as set forth in this Notice under the heading "AWARD AND DELIVERY."

Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

(c) In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will <u>not</u> be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the Bonds. <u>Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds</u>.

(d) By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of

*Note: 10% test or hold-the-offering-price rule may apply if competitive sale requirements are not satisfied.
** Preliminary, subject to change.

any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(e) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel.

(f) The City acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(g) By submitting a bid, each bidder confirms that:

(1) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires,

(B) to promptly notify the winning bidder of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the

initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(2) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

(h) Sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Notice. Further, for purposes of this Notice:

(1) "public" means any person other than an underwriter or a related party,

(2) underwriter" means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) at least 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) "sale date" means the date that the Bonds are awarded by the City to the winning bidder.

RIGHT OF REJECTION

The City Council of the City, the Deputy City Manager/Chief Financial Officer of the City or the designees of any of them reserve the right to reject any and all bids and to waive any irregularity or informality in any bid, except that the time for receiving bids shall be of the essence.

AWARD AND DELIVERY

Unless all bids are rejected or the receipt of bids is continued, the award of the Bonds will be made not later than 11:59 p.m., MST, on January 13, 2026. The Bonds will be sold to the bidder submitting a bid in conformance with this Notice that produces the lowest true interest cost to the City, based on the bid price, the interest rates specified in the bid and the principal amounts identified in this Notice. The true interest cost will be the rate necessary, on a 30/360 basis and semiannual compounding, to discount the debt service payments from the payment dates to the date of the Bonds

and to the price bid. The true interest cost calculations will be performed by Parity and the Financial Advisor, and the City will base its determination of the best bid solely on such calculations. (See "BID DETAILS AND PARAMETERS.") Delivery of the Bonds will be made to the purchaser through the facilities of DTC upon payment in federal or immediately available funds, at the offices of Bond Counsel, or, at the purchaser's request and expense, at any other place mutually agreeable to both the City and the purchaser. The closing of the sale of the Bonds will be on or about January 28, 2026*, or on such other date as is mutually agreed upon.

CANCELLATION

Pursuant to Arizona law, if within three years from the award of the contract for the purchase of the Bonds any person who was significantly involved in initiating, negotiating, securing, drafting or creating a contract for the purchase of the Bonds on behalf of the City becomes an employee or agent of the winning bidder in any capacity or a consultant to the winning bidder with respect to the contract for the purchase of the Bonds, the City may cancel the award of the contract without penalty or further obligation by the City and refuse to deliver the Bonds to the winning bidder. In addition to such cancellation, if such person becomes an employee or agent of such entity with respect to the contract for the purchase of the Bonds, the City may recoup any fees or commissions paid or due to the winning bidder with respect to the award to the winning bidder and the actual sale of the Bonds.

GOOD FAITH DEPOSIT

The winning bidder for the Bonds shall deliver a good faith deposit in the amount of $3,000,000 to the City, as instructed by the City. The good faith deposit must be paid by federal funds wire transfer delivered no later than twenty four (24) hours following the winning bidder's receipt of the verbal award. Wiring instructions will be provided to the winning bidder at the time of the verbal award. If not so received, the bid of the lowest bidder will be rejected and the City may direct the second lowest bidder to submit a Good Faith Deposit and thereafter may award the sale of the Bonds to the same. The good faith deposit will be retained by the City as security for the performance of the winning bidder and shall be applied to the purchase price of the Bonds upon delivery of the Bonds to the winning bidder. Pending delivery of the Bonds, the good faith deposit may be invested for the sole benefit of the City. If the Bonds are ready for delivery and the winning bidder fails or neglects to complete the purchase within 30 days following acceptance of its bid, the good faith deposit shall be retained by the City as reasonable liquidated damages, and not as a penalty.

Such retention will constitute a full release and discharge of all claims by the City against the winning bidder and, in that event, the City may call for additional bids. The City's actual damages may be higher or lower than the amount of such good faith deposit. Such amount constitutes a good faith estimate of the City's actual damages. Each bidder waives the right to claim that actual damages arising from such default are less than such amount.

LEGAL OPINION

The Bonds are sold with the understanding that the City will furnish the purchaser with the approving opinion of Bond Counsel. Bond Counsel has been retained by the City to render its opinion only upon the legality of the Bonds under Arizona law and on the exemption of the interest income on such Bonds from federal and State of Arizona income taxes, the delivery of said opinion being a condition precedent to the delivery of the Bonds and the purchase thereof. (See "TAX EXEMPTION.") The fees of Bond Counsel will be paid from proceeds of the sale of the Bonds. Except to the extent necessary to issue its approving opinion as to validity of the Bonds, Bond Counsel has not been requested to examine or review, and has not examined or reviewed, any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the Bonds and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials. In submitting a bid for the Bonds, the bidder agrees to the representation of the City by Bond Counsel. See "LEGAL MATTERS" in the Preliminary Official Statement and Appendix C – "Form of Approving Legal Opinion" to the Preliminary Official Statement.

TAX EXEMPTION

The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements which the City must continue to meet with respect to the Bonds after the issuance thereof in order that interest on the Bonds not be included in gross income for federal income tax purposes. The failure by the City to meet these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The

City has covenanted to take the actions required by the Code in order to maintain the exclusion from federal gross income of interest on the Bonds.

In the opinion of Bond Counsel to be rendered with respect to the Bonds on the date of issuance of the Bonds, assuming the accuracy of certain representations and certifications of the City and continuing compliance by the City with the tax covenants referred to above, under existing statutes, regulations, rulings and court decisions, interest on the Bonds will be excludable from gross income for federal income tax purposes. Interest on the Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, but in the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), interest on the Bonds will not be excluded from the determination of adjusted financial statement income. Bond Counsel is further of the opinion upon the date of issuance of the Bonds that the interest on the Bonds will be exempt from income taxation under the laws of the State of Arizona.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Bonds. Prospective purchasers of the Bonds should be aware that the ownership of the Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Bonds or, in the case of a financial institution, that portion of an owner's interest expense allocable to interest on a Bond; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the interest on the Bonds; (iii) the inclusion of interest on the Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on the Bonds in passive investment income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; (v) the inclusion in gross income of interest of the Bonds by recipients of certain Social Security and Railroad Retirement benefits; (vi) net gain realized upon the sale or other disposition of property such as the Bonds generally must be taken into account when computing the Medicare tax with respect to net investment income or undistributed net investment income, as applicable, imposed on certain high income individuals and specified trusts and estates; and (vii) receipt of certain investment income, including interest on the Bonds, is considered when determining qualification limits for obtaining the earned income credit provided by Section 32(a) of the Code. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors as to the impact of these and any other tax consequences.

See "TAX EXEMPTION" in the Preliminary Official Statement.

CERTIFICATES TO BE DELIVERED

In connection with the initial issuance of the Bonds, representatives of the City will deliver a certificate certifying that no litigation is pending affecting the sale and issuance of the Bonds, an arbitrage certificate covering expectations concerning the use of proceeds from the sale of the Bonds and related matters and a certificate regarding the accuracy of the hereinafter described final official statement for the Bonds.

CUSIP IDENTIFICATION NUMBERS

It is anticipated that CUSIP identification numbers will be printed on the Bonds; however, neither the failure to print CUSIP numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds. The Financial Advisor will obtain CUSIP numbers. The charge of the CUSIP Service Bureau shall be paid by the City.

PRELIMINARY OFFICIAL STATEMENT DEEMED FINAL; DELIVERY OF OFFICIAL STATEMENT

The City deems the Preliminary Official Statement to be final as of its date, except for the omission of the offering prices or yields, the interest rates and any other terms or provisions required by the City to be specified in bids for the Bonds, and other terms of the Bonds depending on such matters. The winning bidder shall supply the Deputy City Manager/Chief Financial Officer of the City, within 24 hours after the award of the Bonds, all necessary pricing information and any underwriter identification necessary to complete the final official statement to be used in connection with the sale of the Bonds.

Promptly after receiving such information, the City will prepare such final official statement in substantially the same form as the Preliminary Official Statement, subject to any amendments which the City believes should be made in such final official statement.

The City will provide the winning bidder with such final official statements within seven (7) business days of the award of the Bonds. Such final official statements will be provided to the winning bidder electronically. No hard copies of such final official statement will be provided to the winning bidder.

CONTINUING DISCLOSURE

The City, as the "obligated person" with respect to the Bonds, will covenant for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the City by not later than February 1 in each year commencing February 1, 2027 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices of Listed Events"). The Annual Reports and the Notices of Listed Events will be filed by the City through the Electronic Municipal Market Access System. These covenants will be made in order to assist the purchaser in complying with the Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"), and the form of the undertaking necessary pursuant to the Rule is included as Appendix E – "Form of Continuing Disclosure Undertaking" to the Preliminary Official Statement. *Pursuant to Arizona Law, the ability of the City to comply with such covenants will be subject to annual appropriation of funds sufficient to provide for the costs of compliance with such covenants.* A failure by the City to comply with these covenants, including due to failure to appropriate for such purposes, must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. See "CONTINUING SECONDARY MARKET DISCLOSURE" in the Preliminary Official Statement.

FURTHER INFORMATION

Further information, including copies of the Bond Resolution and the Preliminary Official Statement, may be obtained from the City of Chandler, Deputy City Manager/Chief Financial Officer at (480) 782-2255, or from Piper Sandler & Co., Financial Advisor to the City: Bill Davis (by telephone (602) 808-5428 or by email: william.davis@psc.com).

DATED: January __, 2026

/s/_____
Dawn Lang, Deputy City Manager/Chief Financial Officer
City of Chandler, Arizona

EXHIBIT TO NOTICE

ISSUE PRICE CERTIFICATE

**$160,000,000*
CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2026**

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] ["([SHORT NAME OF UNDERWRITER])] [(the "Representative")] [, on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the "Underwriting Group")] hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

[Alternative 1-Competitive Sale Rule applies]

1. [***Reasonably Expected Initial Offering Price***.]

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.]

[Alternatives 2-4 are available choices if Alternative 1 does not apply] [Note that Alternative 3 [where two rules apply] involves portions of Sections 1, 2(a) and 2(b) and Alternative 4 involves portions of 2(a) and 2(b)]

[1. ***Sale of the Bonds***. **[Alternative 2 – All Maturities Use General Rule:** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.]**[Alternative 3 – Select Maturities Use General Rule: *Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.**]**

2. **[*Initial Offering Price of the [Bonds]/[Hold-the-Offering-Price Maturities]*]**.

(a) **[Alternative 4 – All Maturities Use Hold-the-Offering-Price Rule:** [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.**] [Alternative 3 – Select Maturities Use Hold-the-Offering-Price Rule:** [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Hold- the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.**]**

* Preliminary, subject to change.

(b) **[Alternative 4 – All Maturities use Hold-the-Offering-Price Rule:** As set forth in the Notice Inviting Bids for the Purchase of Bonds and bid award, [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Bonds, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.**] [Alternative 3 - Select Maturities Use Hold-the-Offering-Price Rule:** As set forth in the Notice Inviting Bids for the Purchase of Bonds and bid award, [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.**]**

[2.][3.] ***Total Issue Price***. The total of the issue prices of all the Maturities is $.....

[2.][4.] ***Defined Terms***.

[(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."**]**

[(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."**]**

[(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which the [SHORT NAME OF UNDERWRITER][the Underwriters] [has][have] sold at least 10% of such Hold-the- Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering- Price Maturity.]

(a) *Issuer* means the City of Chandler, Arizona.

(b) *Maturity* means the Bonds with the same credit and payment terms. The Bonds with different maturity dates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of the Bonds generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) The *Sale Date* of the Bonds is January 13, 2026*.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER/REPRESENTATIVE]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate Relating To Federal Tax Matters of the Issuer and with respect to compliance with the federal income tax rules affecting the Bonds, and by Greenberg Traurig, LLP, as Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER/REPRESENTATIVE]

By:_____
Authorized Representative

Dated: [Closing Date]

SCHEDULE A
[EXPECTED OFFERING PRICES] [SALE PRICES]
(ATTACHED)

SCHEDULE B

[COPY OF UNDERWRITER'S BID] (ATTACHED)

OFFICIAL STATEMENT

$160,000,000*
CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION BONDS,
SERIES 2026

INTRODUCTORY STATEMENT

The Official Statement, which includes the cover page, inside front cover page and the appendices hereto (the "Official Statement"), has been prepared in connection with the original sale and issuance by the City of Chandler, Arizona (the "City") of its General Obligation Bonds, Series 2026 in the aggregate principal amount of $160,000,000* (the "Bonds").

The Bonds will be issued in the form of fully registered bonds, registered in the name Cede & Co., as nominee of The Depository Trust Company("DTC"). DTC will act as the securities depository for the Bonds.

All financial and other information presented in this Official Statement has been provided by the City from its records, except for information expressly attributed to other sources. The presentation of information, including tables of receipts from revenues, taxes and other sources, is intended to show recent historic information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience, as is shown by that financial and other information, will necessarily continue or be repeated in the future.

Reference to provisions of Arizona law, whether codified in the Arizona Revised Statutes (the "Arizona Revised Statutes" or "A.R.S."), or uncodified, or of the Arizona constitution (the "Arizona Constitution") or the Charter of the City (the "Charter") are references to those current provisions. Those provisions may be amended, repealed or supplemented.

As used in this Official Statement "debt service" means principal and interest on the obligations referred to, "County" means Maricopa County, Arizona and "State" or "Arizona" means the State of Arizona. Initial capitals denote terms defined herein.

Concurrently with the issuance of the Bonds, the City expects to offer its $190,000,000* Excise Tax Revenue Obligations, Series 2026 (the "Series 2026 Excise Tax Obligations") , pursuant to a separate official statement. See "STATEMENTS OF BONDS OUTSTANDING – Excise Tax Revenue Obligations Outstanding and to be Outstanding" in APPENDIX B – "CITY OF CHANDLER, ARIZONA – FINANCIAL DATA".

THE BONDS

Authorization and Purpose – Bonds

The Bonds will be issued pursuant to the Arizona Constitution and laws of the State, and under the provisions of Resolution No. 5947 authorizing issuance of the Bonds adopted by the Mayor and City Council of the City on November 13, 2025 (the "Resolution"). The Bonds were authorized by the qualified electors of the City voting at special bond elections held on May 16, 1989, May 18, 2004, May 15, 2007 and November 2, 2021.

The Bonds are being issued in order to provide funds for the purpose of (i) acquiring and constructing improvements to parks and recreation facilities, public facilities and buildings, streets, public safety facilities and storm water management systems and (ii) paying the costs of issuance of the Bonds.

Authorized and Unissued Bonds

The City expects to issue additional general obligation bonds in the future pursuant to existing and future voted bond authorizations. Such bonds may be secured by, and payable from, the same levy of ad valorem taxes as the Bonds and all other outstanding general obligation bonds of the City. Following the sale of the Bonds, the City will have $_____* aggregate principal amount of general obligation bonds authorized but unissued, pursuant to voter approvals given at special bond elections held on May 16, 1989, May 18, 1993, May 20, 1997, May 18, 2004, May 15, 2007, November 2, 2021, and November 4, 2025. In addition, certain amounts of net premium on general obligation bonds of the City reduce the principal amount of authorized but unissued general obligation bonds of the City.

General Provisions

The Bonds will be dated as of the date of initial delivery. The Bonds will mature on the dates and in the principal amounts set forth on the inside front cover page of this Official Statement. Interest on the Bonds will be payable semiannually on January 1 and July 1 commencing July 1, 2026* (each, an "Interest Payment Date") and thereafter until maturity or prior redemption. See "THE BONDS – Redemption Provisions" herein.

The Bonds will initially be registered in the name of Cede & Co., the nominee of The Depository Trust Company("DTC"), for the purpose of the book-entry-only system ("Book-Entry-Only System") described herein. The City has chosen the close of business of the Bond Registrar and Paying Agent (as defined herein) on the fifteenth (15th) day of the month in the month preceding an Interest Payment Date (the "Record Date") for the Bonds. Beneficial ownership interests in the Bonds may be purchased through direct and indirect participants of DTC in the principal amounts of $5,000 or integral multiples thereof due on a specific maturity date. See APPENDIX F – "BOOK-ENTRY-ONLY SYSTEM."

So long as Cede & Co. is the registered owner of the Bonds, as nominee for DTC, references herein to "Owners" or registered owners of the Bonds (other than under the captions "TAX EXEMPTION") shall mean Cede & Co., as aforesaid, and shall not mean the owners of book-entry interests in the Bonds. When notices are given, they shall be sent by the City or the hereinafter-described Bond Registrar and Paying Agent to DTC only.

See "TAX EXEMPTION" for a discussion of the treatment of the interest on the Bonds for federal and State income tax purposes.

Bond Registrar and Paying Agent

U.S. Bank Trust Company, National Association, will serve as the initial bond registrar and paying agent (the "Bond Registrar and Paying Agent") for the Bonds. The City may change the Bond Registrar and Paying Agent without notice or consent of the registered owners of the Bonds.

Redemption Provisions

The Bonds maturing before and on July 1, 2035*, will not be subject to redemption prior to their stated maturity dates. The Bonds maturing on or after July 1, 2036*, will be subject to optional redemption prior to their stated maturity dates, at the direction of the City, in whole or in part in denominations of $5,000 or integral multiples thereof from maturities selected by the City, on July 1, 2035*, and on any date thereafter, at a redemption price equal to the principal amount of Bonds being redeemed plus accrued interest to the date fixed for redemption, without premium.

Mutilated, Lost or Destroyed Bonds

If the Book-Entry-Only System described above is discontinued, and any Bond becomes lost, stolen or destroyed, or mutilated, the Bond Registrar shall complete, authenticate, deliver and register new Bonds to replace any Bond lost, stolen or destroyed, or mutilated, upon receipt by the Bond Registrar and Paying Agent of evidence satisfactory to it of the loss, theft, destruction or mutilation of any Bond and of indemnity satisfactory to it.

Registration and Transfer

So long as the Book-Entry-Only System is in effect, the Bonds will not be transferred. If the Book-Entry-Only System is discontinued, the Bonds will be transferred only upon the bond register maintained by the Bond Registrar and Paying Agent and one or more new Bonds, registered in the name of the transferee, of the same principal amount, maturity and rate of interest as the surrendered Bonds will be authenticated, upon surrender to the Bond Registrar and Paying Agent of the Bond or Bonds to be transferred, together with an appropriate instrument of transfer executed by the transferor if the Bond Registrar and Paying Agent's requirements for transfer are met. The Bond Registrar and Paying Agent may, but will not be required to, transfer or exchange any Bonds during the period from the Record Date to and including the next respective Interest Payment Date. The Bond Registrar and Paying Agent may, but will not be required to, transfer

* Preliminary, subject to change.

or exchange any Bonds which have been selected for redemption. If the Bond Registrar and Paying Agent transfers or exchanges Bonds within the periods referred to above, the interest payment on such Bonds will be made payable to and mailed to the owners shown on the bond register maintained by the Bond Registrar and Paying Agent as of the close of business on the respective Record Date.

If the Book-Entry-Only System is discontinued, the transferor will be responsible for all transfer fees, taxes, and any other costs relating to the transfer of ownership of individual Bonds.

Security For and Sources of Payment of the Bonds

The Bonds are direct, general obligations of the City and are payable as to both principal and interest from a continuing, direct, annual, ad valorem tax levied against all of the taxable property located within the boundaries of the City. The Bonds are payable from such tax without limit as to rate or amount. Such tax is to be levied, assessed and collected as other taxes of the City, in an amount sufficient to pay the interest on all the Bonds then outstanding and installments of the principal of the Bonds becoming due and payable in the ensuing year. A record of property taxes levied and collected for the City for the most recent five fiscal years may be found in APPENDIX B – "CITY OF CHANDLER, ARIZONA – FINANCIAL DATA," attached hereto. The proceeds of such taxes will be kept by the City in a debt service fund, and by law may be used only for payment of principal, interest, premium, if any, and costs of the Bonds. Following collection and deposit of the proceeds of the taxes into the debt service fund, the City may invest such proceeds in investments as permitted by law.

Pursuant to A.R.S. Section 35-458.C, the Bond are secured by a lien on all revenues received pursuant to the tax levy. The lien arises automatically without the need for any action or authorization by the City Council. The lien is valid and binding from the time of issuance of the Bonds, and the revenues received pursuant to the levy of the tax are immediately subject to the lien. The lien attaches immediately to the revenues and is effective, binding and enforceable against the City and any successors, transferees, creditors and all other parties asserting rights in the revenues, irrespective of whether the parties have notice of the lien, without the need for any physical delivery, recordation, filing or further act.

The various opinions to be delivered in connection with the Bonds will be qualified by reference to bankruptcy, insolvency and other laws relating to or affecting creditors' rights. Judicial enforcement statutes such as A.R.S. Section 35-458 are within the discretion of a court. The validity and priority of the statutory lien granted by such statute has not been adjudicated in any proceeding brought under Chapter 9 of the United States Bankruptcy Code, and the status of the rights and remedies of the owners of bonds and notes in a proceeding to restructure municipal debt under Chapter 9 of the United States Bankruptcy Code, or pursuant to other subsequently enacted laws relating to creditors' rights, has not been adjudicated.

Pursuant to the Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of moneys or obligations issued or guaranteed by the United States of America ("Defeasance Obligations") or both which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay when due the principal or redemption price of and interest on such Bonds. If the maturing principal of the Defeasance Obligations or other moneys, or both, is sufficient to pay the principal of, premium, if any, and interest on such Bonds or portion thereof as the same matures, comes due or becomes payable upon prior redemption, a certificate or report of an accountant shall not be required. Any Bonds so provided for will no longer be outstanding under the Resolution or payable from *ad valorem* taxes on taxable property in the City, and the owners of such Bonds shall thereafter be entitled to payment only from the moneys and Defeasance Obligations deposited in trust.

SOURCES AND USES OF FUNDS

Sources of Funds

Principal Amount	$160,000,000.00*
[Net] Original Issue Premium *(a)*	
Total Sources	

Uses of Funds

Project Fund	
Costs of Issuance *(b)*	
Deposit to the Debt Service Fund	
Total Uses	

(a) [Net original issue premium consists of original issue premium on the Bonds less original issue discount on the Bonds.]

(b) Includes fees of Bond Counsel, Bond Registrar and Paying Agent, Official Statement preparation, Piper Sandler & Co. (the "Financial Advisor"), rating agencies and other costs related to the issuance and delivery of the Bonds.

* Preliminary, subject to change.

DEBT SERVICE REQUIREMENTS *(a)*

The following schedule sets forth (i) the annual debt service requirements of the outstanding general obligation bonds of the City, (ii) plus the debt service requirements of the Bonds, and (iii) the combined total annual general obligation bond debt service requirements of the City after issuance of the Bonds.

Fiscal Year Ended June 30	Outstanding General Obligation Bonded Debt Debt Service	Plus: The Bonds* Principal	Plus: The Bonds* Interest *(b)*	Less: Water & Wastewater Revenue Supported GO Debt Service	Net General Obligation Bonded Debt Service to be Outstanding
2026	$ 52,284,843		$3,809,944	$ 10,904,723	$ 45,190,064
2027	42,451,605	$2,500,000	7,070,000	9,366,219	42,655,386
2028	45,245,773	1,000,000	6,945,000	11,318,273	41,872,499
2029	18,349,985	8,000,000	6,895,000		33,244,985
2030	20,056,860	3,000,000	6,495,000		29,551,860
2031	17,496,060	4,000,000	6,345,000		27,841,060
2032	17,028,435	4,000,000	6,145,000		27,173,435
2033	12,348,625	5,000,000	5,945,000		23,293,625
2034	11,931,250	5,000,000	5,695,000		22,626,250
2035	2,178,125	9,000,000	5,445,000		16,623,125
2036		11,500,000	4,995,000		16,495,000
2037		12,000,000	4,420,000		16,420,000
2038		12,500,000	3,940,000		16,440,000
2039		13,000,000	3,440,000		16,440,000
2040		13,500,000	2,920,000		16,420,000
2041		14,000,000	2,380,000		16,380,000
2042		14,000,000	1,820,000		15,820,000
2043		14,000,000	1,260,000		15,260,000
2044		14,000,000	700,000		14,700,000
	$ 239,371,560	$160,000,000	$86,664,944	$ 31,589,215	$ 454,447,289

(a) Prepared by the Financial Advisor to the City. Columns may not add up due to rounding.

(b) The first interest payment on the Bonds will be due July 1, 2026. Thereafter, interest payments will be made semiannually on January 1 and July 1 until the prior redemption or final maturity of the Bonds.*

* Preliminary, subject to change.

TAX EXEMPTION

General

The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements which the City must continue to meet after the issuance of the Bonds in order that the interest on the Bonds be and remain excludable from gross income for federal income tax purposes. The City's failure to meet these requirements may cause the interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds. The City has covenanted in the Resolution to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds.

In the opinion of Bond Counsel, assuming the accuracy of certain representations and certifications of the City and continuing compliance by the City with the tax covenants referred to above, under existing statutes, regulations, rulings and court decisions, the interest on the Bonds is excludable from gross income of the holders thereof for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, but in the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), interest on the Bonds is not excluded from the determination of adjusted financial statement income. Bond Counsel is further of the opinion that the interest on the Bonds is exempt from income taxation under the laws of the State. Bond Counsel will express no opinion as to any other tax consequences regarding the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors as to the status of interest on the Bonds under the tax laws of any state other than the State.

The above opinion on federal tax matters with respect to the Bonds will be based on and will assume the accuracy of certain representations and certifications of the City, and compliance with certain covenants of the City to be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Bonds will be and will remain obligations the interest on which is excludable from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of those certifications and representations. Bond Counsel will express no opinion as to any other consequences regarding the Bonds.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the receipt or accrual of the interest on the Bonds, or the ownership or disposition of the Bonds. Prospective purchasers of Bonds should be aware that the ownership of Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Bonds, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the interest on the Bonds, (iii) the inclusion of the interest on the Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of the interest on the Bonds in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year, (v) the inclusion of interest on the Bonds in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits, (vi) net gain realized upon the sale or other disposition of property such as the Bonds generally must be taken into account when computing the Medicare tax with respect to net investment income or undistributed net investment income, as applicable, imposed on certain high income individuals and specified trusts and estates and (vii) receipt of certain investment income, including interest on the Bonds, is considered when determining qualification limits for obtaining the earned income credit provided by Section 32(a) of the Code. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors as to the impact of these and any other tax consequences.

Bond Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

Original Issue Discount and Original Issue Premium

Certain of the Bonds ("Discount Bonds") may be offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond determined under Code Section 1273 or 1274 (*i.e.*, for obligations issued for money in a public offering, the initial offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Bond (i) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale, or other disposition of that Discount Bond.

Certain of the Bonds ("Premium Bonds") may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity (or earlier for certain Premium Bonds callable prior to maturity). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity), or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond.

Owners of Discount and Premium Bonds should consult their own tax advisors as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable or amortizable in any period with respect to the Discount or Premium Bonds and as to other federal tax consequences, and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress or in the State legislature that, if enacted into law, could alter or amend one or more of the federal tax matters, or state tax matters, respectively, described above including, without limitation, the excludability from gross income of interest on the Bonds, adversely affect the market price or marketability of the Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. It cannot be predicted whether or in what form any such proposal may be enacted, or whether, if enacted, any such proposal would affect the Bonds. Prospective purchasers of the Bonds should consult their tax advisors as to the impact of any proposed or pending legislation.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of the Bonds, under certain circumstances, to "backup withholding" at the rates set forth in the Code, with respect to payments on the Bonds and proceeds from the sale of the Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of the Bonds. This withholding generally applies if the owner of the Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

LEGAL MATTERS

Certain legal matters relating to the authorization, sale and execution and delivery of the Bonds and with regard to the tax-exempt status of the interest on the Bonds are subject to the legal opinion of Bond Counsel. (See "TAX EXEMPTION"). The signed legal opinion of Bond Counsel dated and premised on facts existing and law in effect as of the date of original execution and delivery of the Bonds, will be delivered to the City at the time of original execution and delivery of the Bonds.

The form of the legal opinion is set forth as APPENDIX C – "FORM OF APPROVING LEGAL OPINION". The legal opinion to be delivered may vary from that text if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distributions of it by recirculation of this Official Statement or otherwise shall create no implication that Bond Counsel has reviewed or expressed any opinion concerning any of the matters referred to in the opinion subsequent to its date. In rendering its opinion, Bond Counsel will rely upon certificates and representations of facts to be contained in the transcript of proceedings which Bond Counsel will not have independently verified.

While Bond Counsel has participated in the preparation of portions of this Official Statement, it has not been engaged to confirm or verify, and expresses and will express no opinion as to, the accuracy, completeness or fairness of any statements in this Official Statement, or in any other reports, financial information, offering or disclosure documents or other information pertaining to the City or the Bonds that may be prepared or made available by the City or others to the holders of the Bonds or others.

From time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and nonfinancial, impacting the operations of municipalities which could have a material impact on the City and could adversely affect the secondary market value or marketability of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Bonds) issued prior to enactment.

The legal opinions to be delivered concurrently with the delivery of the Bonds will express the professional judgment of the attorneys rendering the opinion as to the legal issues explicitly addressed therein dated and speaking only as of the date of delivery of the Bonds. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

CYBERSECURITY

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. United States government agencies have in the past issued warnings indicating that critical infrastructure sectors such as water systems may be specific targets of cybersecurity threats.

The City believes it has taken reasonable steps to protect against and mitigate the adverse effects of cyberattacks, including steps to harden its cybersecurity and provide training for employees in cyber awareness and the use of the City's digital networks and systems. No assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City.

LITIGATION

No Litigation Relating to the Bonds

To the knowledge of the appropriate representatives of the City, no litigation or administrative action or proceeding is pending or threatened restraining or enjoining, or seeking to restrain or enjoin, the execution or delivery of the Bonds or contesting or questioning the proceedings and authority under which the Bonds have been authorized and are to be executed, sold or delivered, or the validity of the sale of the Bonds. An authorized City representative will deliver a certificate to the same effect at the time of the original delivery of the Bonds.

Other Litigation Against the City

Like any large municipality, the City is currently involved in multiple lawsuits and annually receives numerous claims pertaining to City operations. The City retains responsibility for payment of the first $1,750,000 of each loss, and has excess insurance for the next $30 million. The City is adequately funded for its retention. Based on the information currently available to the City, as of the date of this Official Statement none of the pending lawsuits or received claims are reasonably anticipated to exceed the City's available insurance coverage or materially adversely affect the City or its ability to collect property taxes, which are the source of repayment of the Bonds.

FINANCIAL STATEMENTS

The audited financial statements of the City as of June 30, 2024, and for its fiscal year then ended, which are included as APPENDIX D – "CITY OF CHANDLER, ARIZONA – AUDITED FINANCIAL STATEMENTS OF THE CITY OF CHANDLER, ARIZONA FOR THE FISCAL YEAR ENDED JUNE 30, 2024" of this Official Statement, have been audited by Heinfeld, Meech & Co., P.C. These are the most recent audited financial statements available to the City. These audited financial statements may not represent the current financial conditions of the City. The City did not request the consent of Heinfeld, Meech & Co., P.C. to include its report and Heinfeld, Meech & Co., P.C. has performed no procedures subsequent to rendering its opinion on the financial statements.

CONTINUING SECONDARY MARKET DISCLOSURE

The City has agreed for the benefit of the beneficial owners of the Bonds, in accordance with Rule 15c2-12 of the Commission (the "Rule") to provide certain financial information and operating data relating to the City by not later than February 1 in each year commencing February 1, 2027 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices") as set forth in APPENDIX E – "FORM OF CONTINUING DISCLOSURE UNDERTAKING." The Annual Reports and the Notices and any other documentation or information required to be filed by such covenants will be filed by the City with the Municipal Securities Rulemaking Board (the "MSRB") in a format prescribed by the MSRB. Currently, the MSRB requires filing through the MSRB's Electronic Municipal Market Access system, as described in APPENDIX E – "FORM OF CONTINUING DISCLOSURE UNDERTAKING." The specific nature of the information to be contained in the Annual Report and the Notices and the method of their dissemination is set forth in APPENDIX E. These covenants will be made in order to assist the original purchaser in complying with the Rule. A failure by the City to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of Bonds in the secondary market. *Pursuant to Arizona Law, the ability of the City to comply with such covenants is subject to annual appropriation of funds sufficient to provide for the costs of compliance with such covenants.* Should the City not comply with such covenants due to a failure to appropriate for such purpose, the City has covenanted to provide notice of such failure. Absence of continuing disclosure, due to non-appropriation or otherwise, may adversely affect the transferability and marketability of the Bonds.

The City previously entered into continuing disclosure undertakings (the "Prior Undertakings") with respect to certain previously issued bonds which require the filing of certain event notices. The City timely filed its Annual Financial Report for fiscal year ending June 30, 2018 though and including fiscal year ended June 30, 2022; however, the filing was not associated with all of the related CUSIP numbers until October 28, 2021.

The City has implemented procedures to facilitate compliance with the Prior Undertakings, the continuing disclosure undertaking related to the Bonds and future similar undertakings.

RATINGS

Fitch Ratings, Inc. ("Fitch"), Moody's Investors Service, Inc. ("Moody's") and S&P Global Ratings, a division of Standard & Poor's Financial Services LLC ("S&P"), have assigned the ratings of "___", "___" and "___," respectively, on the Bonds. Such ratings reflect only the views of Fitch, Moody's and S&P. An explanation of the significance of the Fitch rating may be obtained at 300 West 57th Street, New York, New York 10019. An explanation of the significance of

a rating assigned by Moody's may be obtained at One Front Street, Suite 1900 San Francisco, California 94111. An explanation of the significance of a rating assigned by S&P may be obtained at 55 Water Street, New York, New York 10041. Such ratings may be revised downward or withdrawn entirely by Fitch, Moody's, or S&P, if, in their respective judgment, circumstances so warrant. Any downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds. The City has covenanted in its continuing disclosure certificate (see "CONTINUING SECONDARY MARKET DISCLOSURE" herein) that it will file notice of any formal change in any such rating relating to the Bonds.

FINANCIAL ADVISOR

The Financial Advisor has been engaged by the City for the purpose of advising the City as to certain debt service structuring matters specific to the Bonds and on certain matters relative to the City's overall debt financing program. The Financial Advisor has assisted in the assembly and preparation of this Official Statement at the direction and on behalf of the City. No person is entitled to rely on the Financial Advisor's participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy or completeness of the information contained herein.

RELATIONSHIP BETWEEN PARTIES

Bond Counsel has acted as bond counsel or represented the Financial Advisor in other financing transactions underwritten by the Financial Advisor and may do so in the future.

POLITICAL DONATIONS

To the best of their knowledge, none of the City, the Bond Registrar and Paying Agent, the Financial Advisor or their counsel or agents are known to have made political contributions other than those, if any, permitted under applicable securities regulations to any person who sought a seat on the City Council at its last election or any election prior to the last election.

CERTIFICATION CONCERNING OFFICIAL STATEMENT

Documents delivered with respect to the Bonds will include a certificate to the effect that to the knowledge of the Deputy City Manager/Chief Financial Officer of the City after appropriate review, this Official Statement is true, correct and complete in all material respects and does not include any untrue statement of a material fact or omit to state any material fact necessary to make such statements and information herein, in light of the circumstances under which they were made, not misleading and that no event has occurred since date of this Official Statement that should be disclosed herein in order to make the statements and information herein not misleading in any material respect. In the event this Official Statement is supplemented or amended prior to the date of delivery of the Bonds, the foregoing confirmation will also encompass such supplements or amendments. All financial and other information presented in this Official Statement has been provided by the City from its records, except for information expressly attributed to other sources. The presentation of information, including tables of receipts from taxes and other sources, is intended to show certain historic information, and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience, as is shown by that financial and other information, will necessarily continue or be repeated in the future.

ADDITIONAL INFORMATION

The information in this Official Statement has been provided by the City, the County, Arizona, Assessor's, Treasurer's and Finance offices, the Arizona Department of Revenue and other sources which are considered to be reliable and are customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness. All estimates and assumptions contained herein are believed to be reliable, but no representations are made that such estimates and assumptions are correct or will be realized. Any information or expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create an implication that there has been no change as to the affairs of

the City. This Official Statement may be supplemented from time to time by the provision of supplemental or additional documents.

CONCLUDING STATEMENT

The summaries or descriptions of documents contained herein and all references to other materials not purporting to be quoted in full are only brief outlines of certain provisions thereof and do not constitute complete statements of such provisions and do not summarize all the pertinent provisions of such documents. For further information, reference should be made to the complete documents, copies of which are available for inspection from the Financial Advisor.

To extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty and no representation is made that any of these opinions or estimates have been or will be realized. Information in this Official Statement has been derived by the City from official records and other sources and is believed to be reliable. Information other than that obtained from the official records of the City has not been independently confirmed or verified by the City and its accuracy is not guaranteed. The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historic information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience, as is shown by that financial or other information, will necessarily continue or be repeated in the future.

Neither this Official Statement nor any statement that may have been or that may be made orally or in writing is to be construed as part of a contract or agreement between the City and the purchasers or holders of any Bonds.

The attached Appendices A through F are integral parts of this Official Statement and must be read together with all of the foregoing statements.

This Official Statement has been prepared on direction of the City and has been approved by and executed for and on behalf of the City by its authorized representative indicated below.

CITY OF CHANDLER, ARIZONA

By: _____
Kevin Hartke, Mayor

APPENDIX A

CITY OF CHANDLER, ARIZONA

GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION

General

The City is located in the southeastern portion of the County. The City encompasses more than 65 square miles and is one of several major cities comprising the greater Phoenix, Arizona metropolitan area, which is Arizona's economic, political and population center.

The City was founded in 1912 and incorporated in 1920. The following table sets forth a record of the population statistics of the City since 1980, along with the population statistics for the County and the State.

POPULATION STATISTICS

Year	City of Chandler	Maricopa County	State of Arizona
2024 Estimate *(a)*	286,342	4,726,247	7,621,703
2020 Census	275,987	4,420,568	7,151,502
2010 Census (Revised)	236,326	3,817,117	6,392,017
2005 Special Census	233,681	3,700,516	6,044,985
2000 Census	176,581	3,072,149	5,130,632
1990 Census	90,533	2,122,101	3,665,305
1980 Census	29,673	1,509,175	2,716,546

(a) Estimate as of July 1, 2024 (released in December 2024) provided by the Arizona Office of Economic Opportunity.

Source: Arizona Office of Economic Opportunity and the U.S. Census Bureau.

The following table contains historical information in regard to the geographic incorporated size of the City as set forth in square miles.

LAND AREA
City of Chandler, Arizona

Year	Square Miles
2025	65.75
2024	65.74
2023	65.68
2022	65.55
2021	65.53

Source: The City Management Services Department and City Planning Division.

Municipal Government and Organization

The City adopted the City Charter in 1965 which provides for a Council-Manager form of government. The seven-member City Council is elected at-large on a staggered basis and consists of the Mayor and six councilmembers. The current Mayor and councilmembers serve four-year terms.

The City Council appoints the City Manager who has full responsibility for carrying out City Council policies and administering City operations. The City Manager is responsible for appointment of department heads. The City employees are hired under procedures as specified in the City Charter. The government and operations of the City are provided by a staff of 1,756 full-time equivalent employees.

Economy

The major industry clusters contributing to the economic base of the City include high-tech manufacturing and development, advanced business services, retail and consumer services, healthcare, and financial services. The City is home to a wide variety of technology industries, with a heavy concentration in the semiconductor cluster. The continued economic development of the City is driven by the educational attainment of City residents. Approximately 78% of adult residents have attended some college and 49% possess a bachelor's or advanced degree. This educational attainment level attracts employers in "knowledge based" industries, adding to the concentration of high-wage jobs.

The following table sets forth unemployment rate averages for the City, the County, the State and the United States.

UNEMPLOYMENT RATE AVERAGES *(a)*

Calendar Year	City of Chandler	Maricopa County	State of Arizona	United States
2025 *(b)*	3.3%	3.6%	4.1%	2.7%
2024	2.9	3.1	3.6	4.3
2023	3.0	3.4	3.8	3.8
2022	2.9	3.1	3.7	3.6
2021	4.0	4.5	4.9	5.4

(a) *Data is not seasonally adjusted.*

(b) *Data through July 2025.*

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

The City has five designated employment corridors: Airpark Area, Downtown Chandler, Price Corridor, Uptown Chandler and West Chandler. The five corridors represent approximately 76% of all the jobs in the City. There are more than 50 companies on the 2025 Fortune 1000 list in the City, and two companies in the Fortune 500 are headquartered in the City (Insight Enterprises and Microchip Technology). Below is data from the Maricopa Association of Governments (MAG) 2023 Employer Database with data on the five designated employment corridors:

Employment Corridor	Number of Businesses	Number of Jobs
Airpark Area	484	14,130
Downtown Chandler	123	3,560
Price Corridor	747	43,900
Uptown Chandler	566	12,070
West Chandler	841	29,880

The City has approximately 12 million square feet of office space and more than 30 million square feet of industrial space throughout the City.

Employment and Employers

Electronics plants located in the City include: Microchip Technologies, producer of electronic circuitry; Rogers Corporation, manufacturer of materials for printed circuit boards and power electronic devices; Intel Corporation, manufacturer of microcomputer components; and NXP, manufacturer of semiconductor and satellite systems.

A partial list of major manufacturing employers located within the City is set forth in the following table.

MAJOR MANUFACTURING EMPLOYERS *(a)*
City of Chandler, Arizona

Employer	Employees
Intel	12,000
Northrop Grumman	1,700
Microchip Technology (HQ)	1,700
NXP	1,700
Rogers Corporation (HQ)	400
Arizona Nutritional Supplements (HQ)	345
Ultra Clean Technology	320
Applied Materials	300
ASML	300
TEL - Tokyo Electron America	250
ArmorWorks	240
Goodrich Turbomachinery	230
SOLLiD Cabinetry	205
Advantest (Essai)	170
Adept Life Sciences	150
Air Products and Chemicals	150
Isola (HQ)	150
CoValence Laboratories	140
Infineon Technologies Americas Corp	140
Advanced Circuits	130

(a) Some of the major manufacturing employers are subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith file reports, proxy statements and other information (collectively, the "Filings") with the Commission. Such Filings may be inspected and copies are available at the public reference facilities maintained by the Commission at 100 F Street, N.E., Washington, D.C. 20549. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange ("NYSE") at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the internet on the Commission's EDGAR database at http://www.sec.gov. None of the City, Bond Counsel, the Financial Advisor or their respective agents or consultants have examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same.

Source: The City's Economic Development Division.

The City also serves as the location of a significant number of non-manufacturing employers. The following is a partial list of major non-manufacturing employers in the City.

MAJOR NON-MANUFACTURING EMPLOYERS *(a)*
City of Chandler, Arizona

Employer	Employees
Wells Fargo Bank	5,500
Chandler Unified School District	4,900
Bank of America	3,600
Chandler Regional Medical Center (Dignity Health)	3,000
City of Chandler	2,300
PayPal	1,500
Insight Enterprises (HQ)	1,400
Bashas (HQ and Distribution Center)	1,100
Chandler-Gilbert Community College	1,000
Verizon Wireless	1,000
INTRAEDGE	850
Liberty Mutual Insurance	800
Toyota Financial Services	780
Safelite Auto Glass	700
Avnet	600
Allstate Insurance Company	500
Republic Services	500

(a) Some of the major non-manufacturing employers are subject to the informational requirements of the Exchange Act, and in accordance therewith file the Filings with the Commission. The Filings may be inspected and copies are available at the public reference facilities maintained by the Commission. In addition, the Filings may also be inspected at the offices of the NYSE or on the Commission's EDGAR database. None of the City, the Financial Advisor, Bond Counsel or their respective agents or consultants have examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same.

Source: The City's Economic Development Division.

Agriculture

Agricultural production still is a contributor to the diversified economic base of the City. Principal products include livestock, alfalfa, small grains, citrus and vegetables. As the residential, commercial and industrial development of the City has occurred, the contribution of agricultural production to the economy of the City has decreased.

Commerce

A 1.3 million square foot super-regional shopping mall known as Chandler Fashion Center opened for business in 2001. This mall is home to three anchor department stores, including Dillard's, Macy's, and Scheels; a Harkins theater complex, outdoor urban village and more than 180 specialty retail shops. Additionally, the Downtown Chandler entertainment and business district serves as a hub for commercial activities due to numerous retail, restaurant and entertainment venues. Several community shopping centers serve residents of the City and surrounding areas, including Chandler Pavilions, Casa Paloma, Chandler Festival, Chandler Gateway, Paseo Del Oro Shopping Center, North Park Plaza Shopping Center, Fulton Ranch Towne Center and Crossroads Towne Center. A number of neighborhood shopping centers are also dispersed throughout the City.

The following table sets forth a record of the excise tax collections of the City for the most recent audited five fiscal years, the unaudited 2024-25 figures and the 2025-26 adopted budget figures.

City of Chandler
Excise Tax Collections
FY 2020-21 to FY 2025-26

	2020-21 *(a)*	2021-22 *(a)*	2022-23 *(a)*	2023-24 *(a)*	2024-25 *(b)*	Budgeted 2025-26 *(c)*
City Transaction Privilege (Sales) and Use Tax *(d)*	$155,638,444	$178,567,736	$205,020,881	$210,737,044	$204,965,247	$203,860,400
State-Shared Sales Tax	30,982,818	38,801,443	41,309,738	42,363,408	42,987,267	43,186,000
State-Shared Income Tax *(e)*	37,324,127	36,011,056	53,013,618	74,386,039	59,599,347	55,747,000
Franchise Fees	3,615,294	3,652,812	3,630,508	3,383,051	2,807,599	3,190,000
Licenses and Permits	6,835,817	7,086,928	8,742,071	5,095,759	13,818,609	7,710,300
Fines and Forfeitures	2,316,000	2,791,624	4,127,033	4,296,570	4,180,605	3,851,400
Totals	$236,712,500	$266,911,599	$315,843,849	$340,261,871	$328,358,674	$317,523,100

(a) Amounts are actual collections provided by the City's Budget Department (cash basis).

(b) Actual but unaudited.

(c) Budgeted figures are "forward-looking" statements, subject to change upon audit and should be considered with an abundance of caution.

(d) Includes City Transaction Privilege Sales Tax, Privilege Audit Assessments, Privilege License Fees and Privilege Tax Interest. Excludes Excise Tax Refunds from Government Property Lease Excise Tax program. Chapter 204, Laws of Arizona 2023, eliminates the ability of Arizona municipalities to levy a transaction privilege tax on the business of renting or leasing real property for residential purposes from and after December 31, 2024. The City anticipates a reduction in revenues relating to the elimination of this transaction privilege tax for Fiscal Year 2024-25.

(e) Pursuant to State law, the State's four personal income tax rate categories were consolidated into a single flat rate of 2.5% over a three-year period beginning after December 31, 2021, which may result in a reduction in State-shared income taxes distributed to Arizona municipalities.

Source: City of Chandler Budget Department.

Tourism

The direct, indirect and induced benefits derived from the activities surrounding tourism contribute greatly to the economic health of the community. With more than 30 hotels representing more than 5,000 available rooms, the City's tourism market continues to receive significant private sector investment in new properties and the repositioning of older properties to meet the needs of leisure and business travelers.

Leisure travel to the City is driven by proximity to various shopping, dining, recreational, sporting and scenic attractions located within a short drive. However, business travel comprises most of the City's visitors due to the high density of employment. As home to a number of Fortune 500 companies with global, regional and local headquarters spanning several industry clusters (autonomous vehicle, high-tech manufacturing, semiconductor manufacturing, aerospace, aviation, healthcare and bioscience, advanced business and financial business services, etc.) business travelers drive the City's lodging market.

Transportation

Industry, business and residents benefit from the transportation network available in and near the City. Rail, bus, highway and air facilities are developed throughout the area.

The City is served by the Union Pacific Railroad for long distance freight rail service and the Valley Metro Transit System for local public transportation.

The City is served by a network of streets and highways. The Superstition Freeway ("U.S. Highway 60") parallels the northern border of the City. U.S. Highway 60 connects to cities in northern and eastern Arizona. The Superstition Freeway also connects to Interstate Highway 10 which connects the cities of Tucson and Phoenix. State Highway 87 and Arizona Loop 202 bisect the City. The Price Freeway (a north-south portion of Loop 101) and the San Tan Freeway (an east-west portion of Loop 202) facilitate traffic flow to the City by connecting together the 101, 202 and I-10 freeways.

Residents of the area have ready access to Chandler Municipal Airport, Stellar Airpark, Mesa Gateway Airport and Sky Harbor International Airport. The Chandler Municipal Airport, owned and operated by the City, is located approximately three miles southeast of the central business district of the City and is designed to relieve private aircraft activity at Sky Harbor International Airport. The Chandler Municipal Airport has approximately 430 based aircraft and two parallel runways, 4,870 feet and 4,401 feet, respectively. The Chandler Municipal Airport offers various services including full-service maintenance facilities, sightseeing excursions, flight schools, and aircraft hangars. The Stellar Airpark is a private airport that is open to public use and is located west of the central business district of the City. The Stellar Airpark has a 4,000 foot runway and provides various services. The Mesa Gateway Airport is owned and operated by the Mesa Gateway Airport Authority that includes the City of Mesa, Town of Gilbert, Town of Queen Creek, the Gila River Indian Community and the City of Apache Junction. The Mesa Gateway Airport has three expansive runways (10,401 feet; 10,201 feet; and 9,300 feet), a passenger terminal, and convenient parking. With two airlines, Mesa Gateway Airport is positioned to be a dynamic reliever airport to Phoenix's Sky Harbor International Airport. In fiscal year 2024-25, Mesa Gateway Airport had more than two million passengers. Phoenix Sky Harbor International Airport is located 15 miles to the northwest of the City and is home to 26 airlines offering nonstop flights to more than 130 domestic destinations and 25 international destinations.

Education

Arizona State University ("ASU") is the largest public university in the Southwest by enrollment. ASU spans five campuses in the metro Phoenix area with Fall 2025 enrollment of approximately 158,000 students including ASU online programs. ASU's main campus remains in the bordering City of Tempe, Arizona and is home to the Ira A. Fulton Schools of Engineering, a nationally recognized research and innovation institution designed to meet the growing needs of the engineering and technology industries. Adjacent to Mesa Gateway Airport, the Polytechnic Campus serves approximately 6,300 students. Chandler is home to the ASU Chandler Innovation Center, which is utilized by several ASU departments and includes a fabrication ship for student projects. The University of Arizona's Chandler campus is located in Downtown Chandler, where it offers a number of undergraduate and graduate level degree programs aligned with the workforce needs of area employers. Located in the City is the Chandler-Gilbert Community College, which offers a complete educational program and serves nearly 20,000 students annually. The Chandler Unified School District provides primary and secondary education to residents in the City area through 31 elementary schools, four junior highs, two middle schools, three secondary schools (grades 7-12), four high schools, and one online school. A number of private and charter schools are also located in the City.

APPENDIX B

CITY OF CHANDLER, ARIZONA - FINANCIAL DATA

2025-26 Fiscal Year –Estimated Net Full Cash and Assessed Values

Estimated Net Full Cash Value *(a)(b)*	$61,419,063,236
Net Assessed Limited Property Value *(b)*	4,124,257,465
Net Assessed Full Cash Value *(b)*	6,969,158,208

(a) Estimated Net Full Cash Value is the total market value of the property, less unsecured personal property and less estimated exempt property within the City, as projected by the Arizona Department of Revenue, Division of Property and Special Taxes.

(b) See "PROPERTY TAXES" herein for an explanation of these values.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue and *Property Tax Rates and Assessed Values,* Arizona Tax Research Association and the City.

STATEMENTS OF BONDS OUTSTANDING
General Obligation Bonds Outstanding and to be Outstanding *(a)*

Issue Series	Original Amount	Maturity Dates Outstanding	Balance Outstanding
2016REF	$ 39,050,000	7-1-26/27	$ 31,675,000
2017	58,740,000	7-1-26/32	26,490,000
2019	30,400,000	7-1-26/35	20,375,000
2021REF	48,205,000	7-1-26/28	44,560,000
2021	31,295,000	7-1-26/28	750,000
2023	106,415,000	7-1-26/34	84,040,000
Total General Obligation Bonds Outstanding			$ 207,890,000
Less: Water and Wastewater Funds Supported General Obligation Bonds *(b)*			(29,957,800)
Plus: The Series 2026 GO Bonds			160,000,000 *
Net General Obligation Bonds Outstanding and to be Outstanding			$ 337,932,200 *

(a) Excludes the debt service requirements for the City's refunded and defeased bonds currently outstanding which are secured by obligations issued by the United States Government being held in their respective irrevocable trust accounts.

(b) The City intends to pay the debt service requirements of the following general obligation bonds with funds provided by the water and wastewater funds of the City: $11,155,000 aggregate principal amount of the City's General Obligation Refunding Bonds, Series 2016 and $18,802,800 aggregate principal amount of the City's General Obligation Refunding Bonds, Taxable Series 2021 (collectively, the "Water and Wastewater Funds Supported General Obligation Bonds"). In the event that revenues available for payment of such annual debt service requirements from the respective enterprise funds proves to be insufficient, or the City elects not to pay debt service requirements on such general obligation bonds from the water and wastewater funds, the debt service requirements of such bonds will become payable from the annual levy of an ad valorem tax upon all of the taxable property located within the City.

* Preliminary, subject to change.

Water and Wastewater Revenue Bonds Outstanding *(a)*

	Balance Outstanding	
Total Water and Wastewater Revenue Bonds Outstanding	$ -	
Plus: Water and Wastewater Funds Supported General Obligation Bonds	29,957,800	
Plus: Water and Wastewater Funds Supported Excise Tax Revenue Obligations	415,970,000	
Plus: The Series 2026 Excise Tax Obligations	190,000,000	*
Total Water and Wastewater Supported Bonds/Obligations Outstanding	$ 635,927,800	*

(a) Excludes the debt service requirements for the City's refunded and defeased bonds currently outstanding which are secured by obligations issued by the United States Government being held in their respective irrevocable trust accounts.

(b) The City intends to pay the debt service requirements of the Water and Wastewater Funds Supported General Obligation Bonds with funds provided by the Water and Wastewater Funds of the City. In the event that revenues available for payment of such annual debt service requirements from the respective enterprise funds proves to be insufficient, or the City elects not to pay debt service requirements on such general obligation bonds from the Water and Wastewater Funds, the debt service requirements of such bonds will become payable from the annual levy of an ad valorem tax upon all of the taxable property located within the City.

(c) The City intends to pay the debt service requirements of the Water and Wastewater Funds Supported Excise Tax Revenue Obligations (as defined herein) with funds provided by the Water and Wastewater Funds of the City.

Water Supply and Drought Conditions

Since January 2022, Central Arizona Project (CAP) has been experiencing shortage conditions due to low reservoir storage in both Lakes Powell and Mead. Chandler has received a reduced allocation of Colorado River water since 2024. (See the second paragraph in footnote (a) to the Direct and Overlapping General Obligation Bonded Debt Outstanding table herein for a description of CAP.) The Bureau of Reclamation declared a Tier 1 shortage for the Lower Basin States in 2024, 2025 and 2026, resulting in a 3% reduction to Chandler's supplies for 2024 through 2025 and an 11% reduction to Chandler's normal allocation in 2026. Further reductions up to 20% are anticipated beginning in 2027. The Colorado River Basin States are currently engaged in discussions to update the Colorado River operating guidelines which replace the existing rules beginning in 2027. The Bureau of Reclamation has given the Colorado River Basin States a Spring 2026 deadline to have a framework agreement in place.

The City has a long history of sustainable water management, investments in water infrastructure and acquiring high priority water rights for drought resiliency. The City's diverse water resource portfolio provides operational flexibility to meet customer demands, even during periods of prolonged drought. Water for the City's drinking water system is provided from several sources including renewable surface water supplies from the Salt River, Verde River and the Colorado River and groundwater. Additionally, the City reuses 100% of the reclaimed water collected and treated within the City, and stores water in underground aquifers to provide a back-up supply during extreme drought and surface water shortages. The community has demonstrated their commitment to water conservation by reducing water use more than 20% over the past 25 years. The City is currently designated with a 100-Year Assured Water Supply by the Arizona Department of Water Resources. Should there be any adverse impacts on water and wastewater enterprise funds, the City leadership has historically adjusted rates on a ongoing cadence to ensure revenue requirements are met. Chandler does not transfer enterprise funds to general fund except to pay indirect costs.

Notwithstanding the foregoing, although the City has multiple sources of water along with reservoirs and other facilities to mitigate risk, future water availability, drought, flooding, adverse weather events and other climate and environmental conditions in Arizona are unpredictable and subject to change. The City is situated in a desert environment, and the ability of the City to operate its water system effectively may be affected, and potentially may be significantly affected, by the water supply available to the City. The impacts associated with climate, natural disasters, and other "force majeure" events on the City and its water system cannot be predicted, but could be significant. No portion of the City's water or wastewater system revenues are pledged to the payment of principal and interest on the Obligations.

* Preliminary, subject to change.

Excise Tax Revenue Obligations Outstanding and to be Outstanding

Issue Series	Original Amount	Maturity Dates Outstanding	Balance Outstanding	
2015	66,660,000	7-1-26/35	$ 43,235,000	
2016REF	19,510,000	7-1-26/28	8,630,000	
2017	36,220,000	7-1-26/37	28,550,000	
2019	13,000,000	7-1-26/28	5,140,000	
2021 REF	85,460,000	7-1-26/33	75,915,000	
2023	106,415,000	7-1-26/38	64,500,000	
Total Excise Tax Revenue Obligations Outstanding			$ 225,970,000	
Plus: The Obligations *(a)*			190,000,000	*
Less: Water and Wastewater Funds Supported Excise Tax Revenue Obligations *(b)*			(415,970,000)	*
Total Net Excise Tax Revenue Supported Obligations Outstanding and to be Outstanding			$0	

(a) The 2026 Excise Tax Obligations will be issued in January 2026 pursuant to a separate official statement.

(b) The City intends to pay the debt service requirements of all outstanding Excise Tax Revenue Obligations (collectively, the "Water and Wastewater Funds Supported Excise Tax Revenue Obligations") with funds provided by the City's Water and Wastewater Utility.

[Remainder of page intentionally left blank.]

* Preliminary, subject to change.

Direct General Obligation Bonded Debt, Legal Limitation and Available General Obligation Bonding Capacity

By statute, the Arizona Constitutional limit for general obligation bonded indebtedness of a city for general municipal purposes may not exceed six percent (6%) of Net Full Cash Assessed Value in that city. In addition to the six percent (6%) limitation for general purpose bonds, cities may issue general obligation bonds up to an additional twenty percent (20%) of the Net Full Cash Assessed Value for such city for water, artificial light or sewers, for the acquisition and development of land for open space preserves, parks, playgrounds and recreational facilities, for the acquisition and development of public safety, law enforcement, fire and emergency facilities and streets and transportation facilities.

General Municipal Purpose Bonds			Water, Light, Sewer, Open Space, Public Safety, Law Enforcement, Fire and Emergency Services, Park, Street, and Transportation Bonds		
Total 6% General Obligation Bonding Capacity	$ 418,149,492		Total 20% General Obligation Bonding Capacity	$ 1,393,831,641	
Less: 6% General Obligation Bonds Outstanding	(16,903,670)	*(a)	Less: 20% General Obligation Bonds Outstanding	(384,793,670)	*(a)
Less: Original Issue Premium	(961,930)	*(b)	Less: Original Issue Premium	(6,938,070)	*(b)
Less: Unamortized Original Issue Premium	(464,850)	(b)	Less: Unamortized Original Issue Premium	(17,191,231)	(b)
Net 6% General Obligation Bonding Capacity	$ 399,819,042	*	Net 20% General Obligation Bonding Capacity	$ 984,908,670	*

(a) Includes the Bonds.

(b) This amount reduces the City's borrowing capacity pursuant to State statutes and the Arizona Constitution, and the principal amount of bonds authorized at the elections of the City. Such capacity (but not authorization) will be recaptured as premium is amortized.

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* Preliminary, subject to change.

Direct and Overlapping General Obligation Bonded Debt Outstanding

Overlapping Jurisdiction	Overlapping General Obligation Bonded Debt *(b)*		Proportion Applicable to City of Chandler *(a)* Approximate Percent	Net Debt Amount	
State of Arizona	None		4.465%	None	
Maricopa County	None		6.792%	None	
Maricopa County Community College District	$ 26,675,000		6.792%	$ 1,811,699	
Maricopa County Special Health Care District	512,560,000		7.292%	37,378,409	
Kyrene Elementary School District No. 28	200,160,000		18.317%	36,663,870	
Mesa Unified School District No. 4	170,560,000		4.066%	6,934,425	
Gilbert Unified School District No. 41	86,970,000		2.281%	1,983,606	
Chandler Unified School District No. 80	344,810,000		70.151%	241,887,366	
Tempe Union High School District No. 213	136,260,000		15.478%	21,091,000	
East Valley Institute of Technology District No. 401	None		15.392%	None	
City of Chandler (c)	337,932,200	*	100.000%	337,932,200	*
Total Direct and Overlapping General Obligation Bonded Debt to be Outstanding				$ 685,682,576	*

(a) Proportion applicable to the City is computed on the ratio of 2023-24 net assessed limited property value for the overlapping jurisdiction within the City to the total net limited assessed property valuation of the overlapping jurisdiction.

Does not include the obligation of the Central Arizona Water Conservation District ("CAWCD") to the United States of America, Department of the Interior, for repayment of certain capital costs for construction of the Central Arizona Project ("CAP"), a major reclamation project that has been substantially completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD's obligation for substantially all of the CAP features that have been constructed so far will be set at $1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the $1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages have been fixed for the entire 50-year repayment period, which commenced October l, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD's boundaries. At the date of this Official Statement, the tax levy is limited to fourteen cents per $100 of Net Assessed Limited Property Value, of which fourteen cents is being currently levied. (See Arizona Revised Statutes, Sections 48-3715 and 48-3715.02.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the contract.

(b) Includes total general obligation bonds outstanding. Does not include authorized but unissued general obligation bonds of the City or such other jurisdictions as follows or which may be authorized in the future:

* Preliminary, subject to change.

Overlapping Jurisdiction	General Obligation Bonds Authorized but Unissued	
State of Arizona	None	
Maricopa County	None	
Maricopa County Community College District	$ 3,000	
Maricopa County Special Health Care District	None	
Chandler Unified School District No. 80	None	
Tempe Union High School District No. 213	None	
Kyrene Elementary School District No. 28	118,250,000	
Mesa Unified School District No. 4	None	
Gilbert Unified School District No. 41	None	
East Valley Institute of Technology District No. 401	None	
City of Chandler	104,175,000	*

(c) Includes the Bonds. In the event that the net revenues would prove to be insufficient or the City elects not to pay debt service requirements on the Water and Wastewater Funds Supported General Obligation Bonds from revenues from these enterprises, this debt would become payable from ad valorem taxes.

Direct and Overlapping General Obligation Bonded Debt Ratios

	Per Capita Bonded Debt Population @ 286,342 *(a)*	As a Percent of City's 2025-26 Net Full Cash Assessed Value	As a Percent of City's 2025-26 Estimated Net Full Cash Value
Direct General Obligation Bonded Debt ($337,932,200)	$1,180.17	4.85%	0.55%
Direct and Overlapping General Obligation Bonded Debt Outstanding ($685,682,576)	$2,394.63	9.84%	1.12%

(a) Includes the Bonds.

Source: The Arizona Department of Economic Security, Research Administration Population and Statistical Unit and U.S. Census Bureau, Arizona Department of Administration.

* Preliminary, subject to change.

Direct and Overlapping Tax Rates per $100 Assessed Value

Inside the City, East Valley Institute of Techonlogy and:	
Inside Gilbert Unified School District No. 41	$ 9.1814
Inside Mesa Unified School District No. 4	$ 10.0895
Inside Tempe Union High School District No. 213 and Kyrene Elementary School District No. 28	$ 9.5267
Inside Chandler Unified School District No. 80	$ 9.3504

Source: *Maricopa County 2025 Tax Levy*, Maricopa County Department of Finance.

Expenditure Limitation; One-Year and Multi-Year Overrides

Since fiscal year 1982-83, all cities in Arizona have been subject to an annual expenditure limitation imposed by the Arizona Constitution. This limitation is based upon the City's actual 1979-80 expenditures adjusted annually for subsequent growth in population and inflation. The Constitution exempts certain expenditures from the limitation. The principal exemptions for the City are payments for debt service on bonds and other long-term obligations, as well as expenditures of federal funds and certain state-shared revenues.

The Constitution provides four processes, all requiring voter approval, for cities to modify the expenditure limitation:

1. A four-year home rule option.
2. A permanent adjustment to the 1979-80 base.
3. A one-time override for the following fiscal year.
4. An accumulation for pay-as-you-go capital expenditures.

City voters have approved four-year home rule options on a regular basis since the implementation of the expenditure limitation. To the extent that the home rule option is not approved by the voters, the City would be subject to the expenditure limitations prescribed by the Constitution. On August 2, 2022, the City's voters approved a four-year home rule option to exceed the expenditure limitation by the City beginning in Fiscal Year 2023-24. This four-year home rule option will be in effect through fiscal year 2026-27.

City Retirement Systems

All full-time employees of the City, the Mayor and City Council participate in one of the three pension plans administered by the State described below. The Arizona State Retirement System is for the benefit of the employees of the state and certain other governmental jurisdictions. All benefited City employees, except sworn fire and police personnel and the City Council, are included in the plan that is a multiple employer cost-sharing defined benefit pension plan. All sworn fire and police personnel participate in the Public Safety Personnel Retirement System that is an agent multiple-employer defined benefit pension plan. The Mayor and City Council contribute to the State's Elected Officials Retirement Plan ("EORP") that is also a multiple-employer cost-sharing pension plan. The EORP is not described herein because of its relative insignificance to the City's financial statements. See Note 10 in APPENDIX D for further discussion of the retirement plans of the City.

Arizona State Retirement System

All full-time City employees (except public safety personnel and elected officials) participate in the Arizona State Retirement System (the "System"), a multiple-employer cost-sharing defined benefit pension plan. The System was established in 1953 and became effective in 1971. The System provides for retirement, disability, health insurance premium benefits, and death and survivor benefits. The System is administered in accordance with A.R.S. Title 38, Chapter 5. The System has reported increases in its unfunded liabilities as compared to both the smoothed value of plan

assets and the market value of plan assets. The effect of the increase in the System's unfunded liabilities on the City, or on the City's and its employees' future annual contributions to the System, cannot be determined at this time. The most recent annual report for the ASRS may be accessed at: https://www.azasrs.govcontent/annual-reports.

The actuarially determined contribution rates for the fiscal year 2023-24 were 12.29% (12.14% retirement and 0.15% long-term disability) and for fiscal year 2025-26 were 12.17% (12.03% retirement and 0.19% long-term disability) for both employees and employers. The City's contribution to the System for the fiscal year 2023-24 was $11,771,462 and for fiscal year 2024-25 was $13,038,745 (unaudited) equal to the required contributions, not including alternate contributions.

Effective July 1, 2025, the City's annual contribution rates are 12.00% (11.86% retirement and 0.14% long-term disability) for fiscal year 2025-26 for both employees and employers.

Arizona Public Safety Personnel Retirement System (Full-Time Police and Firefighter Employees)

All full-time sworn police officers and firefighters are eligible to participate in the Public Safety Personnel Retirement System (the "PSPRS") in separate agent multiple-employer defined benefit retirement plans. The PSPRS provides for retirement, health insurance premium benefits, and death and survivor benefits. The PSPRS is administered in accordance with A.R.S. Title 38, Chapter 5, Article 4. The PSPRS has reported overall increases in its unfunded liabilities as compared to both the smoothed value of plan assets and the market value of plan assets. The most recent annual report for the PSPRS may be accessed at http://www.psprs.com/investments--financials/annual-reports.

As of June 30, 2024, the City reported the following unfunded liabilities to pensions:

Plan	Net Pension Liabilities
PSPRS – Fire	$11,333,427
PSPRS – Police	$16,998,760

July 2023, the City made a $73 million payment to PSPRS to fund a significant portion of the City's unfunded pension liability with respect to its pension plans in the PSPRS. Additionally, in July 2024, the City made a $7 million payment to PSPRS to pay off the City's current unfunded pension liability with respect to its pension plans in the PSPRS and has budgeted a $25 million payment in the current fiscal year to ensure a fully paid off status for future actuarial results. This has, and will continue to result in significantly reducing the City's future employer contribution rates for funding the City's actuarially required PSPRS contributions.

Healthcare Benefits for Retired Employees

During the year ended June 30, 2018, the City implemented the provisions of GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions ("GASB 75"). The City is required to report the actuarially accrued cost of post-employment benefits, other than pension benefits ("OPEB"), such as health and life insurance for current and future retirees. GASB 75 addresses reporting by governments that provide OPEB by measuring and recognizing net assets or liabilities, deferred outflows of resources, deferred inflows of resources, and expenses/expenditures related to OPEB provided through defined benefit OPEB plans.

The City's employees, their spouses and survivors may be eligible for certain retiree healthcare benefits under healthcare programs provided by the City. Employees on long-term disability and their spouses may also qualify for retiree healthcare benefits through the City. It is expected that substantially all City employees that reach normal or early retirement age while working for the City will become eligible for such benefits. Currently, such retirees may obtain the healthcare benefits offered by the City by paying 100% of the applicable premium. Although the retirees pay 100% of their premium, the retirees' participation in the City's healthcare program affects the City's healthcare costs for its employees and results in an implicit rate subsidy.

The City provides other post-employment benefits to its retirees that consist of an implicit subsidy for healthcare and a retirement health savings (RHS) plan for reimbursement of eligible medical expenses. The City offers the RHS plan to employees and contributes toward a savings plan for each employee that they are eligible to use for medical expense reimbursement at separation from service. The City makes no contribution to the retirees' premiums other than allowing them to participate through the City's pooled benefits. By providing retirees with access to the City's healthcare plans

based on the same rates it charges to active employees, the City is in effect providing an implicit subsidy to retirees. This implicit subsidy exists because, on average, retiree healthcare costs are higher than active employee healthcare costs. Because the City does not contribute anything toward this plan in advance, the City employs a pay-as-you-go method through paying the higher rate for active employees each year.

The City's net OPEB liability as of June 30, 2024 was $81,155,281, was determined by an actuarial as of that date and is reflected on the Balance Sheet in the City's Financial Statements. This is calculated based on the annual required contribution (ARC) of the employer, an amount actuarially determined which represents a level of funding that is paid on an ongoing basis, and projected to cover normal cost each year to amortize the unfunded actuarial liability over a period not to exceed thirty years.

PROPERTY TAXES

General

For tax purposes in Arizona, real property and improvements and personal property is either valued by the Maricopa County Assessor (the "Assessor of the County") or the Arizona Department of Revenue. Property valued by the Assessor of the County is referred to as "locally assessed" property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Arizona Department of Revenue is referred to as "centrally valued" property and is generally large mine and utility entities.

Locally assessed property has two different values, Limited Property Value and Full Cash Value (both as defined below). Limited Property Value is used as the basis for taxation. Full Cash Value is used as the ceiling for determining Limited Property Value and for determining debt limits for certain local governmental entities including for school districts.

For centrally valued property and personal property (except mobile homes), Full Cash Value of the property is the basis for taxation of such property and for determining constitutional and statutory debt limits for most local governmental entities.

"Limited Property Value" means, for property in existence in the prior year, the lesser of (a) the Full Cash Value of the property or (b) an amount 5% greater than the Limited Property Value of such property determined for the prior year. Limited Property Value is established at a level or percentage of Full Cash Value comparable to properties of the same or similar use or classification for property erroneously totally or partially omitted from the property tax rolls in the prior year; property for which a change in use occurred; property modified by construction, destruction, or demolition since the preceding valuation year such that the total value of the modification is equal to or greater than 15% of the Full Cash Value; and property that has been split, subdivided or consolidated, with variations depending on when the change occurred. There is no limit on the growth of Full Cash Value.

Primary Taxes

Taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes". These taxes are levied against the Net Assessed Limited Property Value (as defined below) of the taxing jurisdiction. "Net Assessed Limited Property Value" is determined by excluding the value of property exempt from taxation from the Limited Property Value of locally assessed property and from Full Cash Value of centrally valued property and combining the resulting two amounts.

The primary taxes levied by a county, city, town and community college district are constitutionally limited to a maximum increase of 2% over the maximum allowable prior year's levy limit plus any taxes on property not subject to tax in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

Primary taxes on residential property only are constitutionally limited to 1% of the Limited Property Value of such property. This constitutional limitation on residential primary tax levies is implemented by reducing the school districts' taxes. To offset the effects of reduced school district property taxes, the State compensates the school districts by providing additional state aid.

Secondary Taxes

Taxes levied for debt retirement (e.g., debt service on the City's bonds), voter-approved budget overrides and maintenance and operation of special service districts such as sanitary, water conservation, fire, road improvement and career technical education districts are "secondary taxes". Like primary taxes, secondary taxes also are levied against the Net Assessed Limited Property Value of the taxing jurisdiction. There is no constitutional or statutory limitation on annual levies for voter-approved bond indebtedness and certain special district assessments.

Assessment Ratios

All property, both real and personal, is assigned a classification to determine its assessed valuation for tax purposes. Each legal classification is defined by property use and has an assessment ratio (a percentage factor) that is multiplied by the taxable value of the property -- Limited Property Value or Full Cash Value, as applicable -- to obtain the "Assessed Limited Property Value" or the "Full Cash Assessed Value," respectively. The current assessment ratios for each class of property are set forth by tax year in the following table.

PROPERTY TAX ASSESSMENT RATIOS
Tax Year 2021 through Tax Year 2025

	Tax Year				
Property Classification *(a)*	**2021**	**2022**	**2023**	**2024**	**2025**
Mining, utilities, commercial and industrial *(b)*	18%	17.5%	17%	16.5%	16%
Agricultural and vacant land	15	15	15	15	15
Owner occupied residential	10	10	10	10	10
Leased or rented residential	10	10	10	10	10
Railroad, private car company and airline flight property *(c)*	15	15	14	14	13

(a) Additional property classifications exist, but seldom amount to a significant portion of a municipal body's total valuation.
(b) The assessment ratio for this property classification will decrease to 15.5% for tax year 2026 and 15% for each tax year thereafter.
(c) This percentage is determined annually pursuant to Section 42-15005, Arizona Revised Statutes.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue.

Tax Procedures

The Arizona tax year is defined as the calendar year, although tax procedures begin prior to January 1 of the prior fiscal year and continue through May of such fiscal year, when payment of the second installment of property taxes for the tax year becomes delinquent.

The first step in the tax process is the determination of the Full Cash Value of each parcel of real property within the State. "Full Cash Value" is statutorily defined to mean "the value determined as prescribed by statute" or if a statutory method is not prescribed it is "synonymous with market value." "Market Value" means that estimate of value that is derived annually by use of standard appraisal methods and techniques, which generally includes the market approach, the cost approach and the income approach. As a general matter, the various county assessors use a cost approach for commercial/industrial property and a market approach for residential property. Arizona law allows taxpayers to appeal the county assessor's valuations by providing evidence of a lower value, which may be based upon another valuation approach.

In valuing centrally valued property, the Arizona Department of Revenue begins generally with information provided by taxpayers and then applies procedures provided by State law. Appeals are also allowed for such valuations.

On or before the third Monday in August of each year, the Board of Supervisors of the County prepares the tax roll that sets forth the valuation by taxing district of all property in the County subject to taxation. The Assessor of the County is

required to complete the assessment roll by December 15th of the year prior to the levy. This tax roll also shows the valuation and classification of each parcel of land located within the County for the tax year. The tax roll is then forwarded to the Treasurer of the County. With the various budgetary procedures having been completed by the governmental entities, the appropriate tax rate for each jurisdiction is then applied to the parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll as it existed on the date of the levy due to appeals or other reasons would reduce the amount of taxes received by each jurisdiction.

The property tax lien on real property attaches on January 1 of the fiscal year the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years.

In the event the County is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the City's tax rate charged to non-bankrupt taxpayers during such subsequent tax years.

Delinquent Tax Procedures

The property taxes due to the City are billed, along with State and other taxes, in September of the calendar tax year and are due and payable in two installments on October 1 and March 1 and become delinquent on November 1 and May 1. Delinquent taxes are subject to an interest penalty of 16% per annum prorated monthly as of the first day of the month. (However, delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year's tax bill by December 31.) After the close of the tax collection period, the Assessor of the County prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes.

Three years after the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer of the County to deliver a treasurer's deed to the certificate holder as prescribed by law.

Chapter 176, Laws of Arizona 2024 (commonly referred to by its original bill number as "SB1431") revises the redemption and foreclosure process for tax lien certificate holders whereby a delinquent taxpayer may request an entry of judgment directing the sale of the property for excess proceeds. If a delinquent taxpayer requests an excess proceeds sale, and an entry of judgment is granted to direct such excess proceeds sale, a tax lien certificate holder's potential financial return on the subject tax lien eligible for foreclosure may decrease relative to the tax lien certificate holder's potential financial return on such tax lien prior to the enactment of SB1431. Therefore, in connection with the new excess proceeds sale process instituted by SB1431, it is reasonable to conclude that "tax sale investors" may be less willing to purchase tax liens. The effective date of SB1431 was September 14, 2024. None of the City, the Financial Advisor, or the counsel or agents of either of them, are able to determine or predict what impact, if any, SB1431 will have on property tax collections in the City.

It should be noted that in the event of a taxpayer filing for relief pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can be attached against the taxpayer's property for property taxes levied during the pending bankruptcy. Such taxes might constitute an unsecured and possibly non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are over secured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect *ad valorem* taxes on property of a taxpayer within the City. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on delinquent property.

It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for bonds issued by the City. None of the City, the Financial Advisor or their respective attorneys, agents or consultants has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

Property Taxes Levied and Collected *(a)*

Fiscal Year	Tax Rate	Adopted Tax Levy	Adjusted Tax Levy as of June 30th *(b)*	Collected to June 30th of Initial Fiscal Year		Adjusted Levy as of 8/1/2025 *(b)*	Cumulative Collections to 8/1/2025 *(b)*	
				Amount	% of Adj. Levy		Amount	% of Adj. Levy
2025/26	$1.0818	$44,616,217	*(c)*	*(c)*	*(c)*	*(c)*	*(c)*	*(c)*
2024/25	1.0826	44,077,813	43,981,192	43,581,476	99.09	43,978,135	43,700,962	99.37
2023/24	1.0926	42,438,232	42,198,604	41,767,411	98.98	41,839,216	41,822,829	99.96
2022/23	1.1026	41,688,388	40,975,432	40,572,165	99.02	40,390,977	40,384,934	99.99
2021/22	1.1126	38,884,287	38,854,096	38,698,830	99.60	38,487,820	38,481,375	99.98

(a) *Taxes are certified and collected by the Treasurer of the County. Taxes in support of debt service are levied by the Board of Supervisors of the County as required by Arizona Revised Statutes. Delinquent taxes are subject to an interest and penalty charge of 16% per annum which is prorated at a monthly rate of 1.33%. Delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment pays the entire year's tax bill by December 31. Interest and penalty collections for delinquent taxes are not included in the collection figures above, but are deposited in the County General Fund.*

(b) *The Tax Levy is adjusted downward in future years after the initial levy as a result of successful taxpayer appeals. The Tax Levy, net of resolutions (as presented in the Maricopa County Treasurer's Office report), is noted in this presentation.*

(c) *In the process of collection.*

SPECIAL NOTE: The assessed valuation of property owned by the Salt River Project Agricultural Improvement and Power District ("SRP") is not included in the assessed valuation of the City in the prior table or in any other valuation information set forth in this Official Statement. Because of SRP's quasi-governmental nature, property owned by SRP is exempt from property taxation.

However, SRP may elect each year to make voluntary contributions in lieu of property taxes with respect to certain of its electrical facilities (the "SRP Electric Plant"). If SRP elects to make the in lieu contribution for the year, the full cash value of the SRP Electric Plant and the in lieu contribution amount is determined in the same manner as the full cash value and property taxes owed is determined for similar non-governmental public utility property, with certain special deductions.

If after electing to make the in lieu contribution, SRP then failed to make the in lieu contribution when due, the Treasurer of the County and the City have no recourse against the property of SRP and the City.

Since 1964, when the in lieu contribution was originally authorized in State statute, SRP has never failed to make that election. The fiscal year 2025-26 estimated in lieu assessed valuation of SRP within the City is $52,822,000 which represents approximately 1.3% of the combined Net Assessed Limited Property Value in the City. SRP's total contribution in lieu of property tax payments (primary & secondary) was $458,191 for fiscal year 2025-26.

Source: Treasurer of the County.

Direct and Overlapping Assessed Valuations and Total Tax Rates
Per $100 Assessed Valuation

Overlapping Jurisdiction	2025-26 Net Assessed Limited Property Value	2025-26 Combined Primary and Secondary Tax Rates Rates Per $100 Net Assessed Limited Property Value
State of Arizona	$ 92,371,826,506	0.0000
Maricopa County	60,724,517,168	1.1591 *(a)*
Maricopa County Community College District	60,724,517,168	1.0828
Maricopa County Fire District Assistance Tax	60,724,517,168	0.0076
Maricopa County Special Health Care District	60,474,824,210	0.2914 *(b)*
Maricopa County Library District	60,724,517,168	0.0462
Maricopa County Flood Control District *(a)*	56,554,825,877	0.1428
Central Arizona Water Conservation District *(b)*	60,474,824,210	0.1400 *(c)*
East Valley Institute of Technology District No. 401	29,382,856,266	0.0500
Chandler Unified School District No. 80	4,139,463,360	5.3487
Tempe Union High School District No. 213	4,880,653,534	2.2586
Kyrene Elementary School District No. 28	2,767,414,742	3.2664
Mesa Unified School District No. 4	4,221,073,957	6.0878
Gilbert Unified School District No. 41	3,032,141,969	5.1797
City of Chandler	4,124,257,465	1.0818

(a) *The assessed value of the Maricopa County Flood Control District does not include the personal property assessed value of the County.*

(b) *Value shown for the Central Arizona Water Conservation District covers only the County portion of such district.*

(c) *Includes Net Assessed Limited Property Value for the East Valley Institute of Technology District No. 401 within Pinal County.*

Source: *Maricopa County 2025 Tax Levy*, Maricopa County Department of Finance.

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Property Value by Property Classification

Set forth below is a breakdown of the Net Full Cash Assessed Property Valuation of the City by property classification.

Class	2025-26	2024-25	2023-24	2022-23	2021-22
Commercial, industrial, utilities and mines	$ 2,101,361,793	$ 2,088,313,938	$ 1,800,359,154	$ 1,534,793,910	$ 1,488,882,870
Agricultural and vacant	99,276,326	98,347,525	82,244,489	72,256,990	76,801,910
Residential (owner occupied)	2,994,162,472	3,264,687,346	2,824,334,410	2,135,013,774	1,990,237,285
Residential (rental)	1,615,665,029	1,645,377,546	1,346,567,408	1,052,393,288	946,787,996
Railroad	4,111,783	4,428,074	3,849,664	2,216,430	2,011,500
Historical property	154,089,850	279,322,237	222,807,895	215,617,419	177,317,246
Commercial historical property	-	-	-	-	-
Certain Government property improvements	490,954	416,490	14,137	529,079	520,137
Totals *(a)*	$ 6,969,158,207	$ 7,380,893,156	$ 6,280,177,157	$ 5,012,820,890	$ 4,682,558,944

(a) Totals may not add up due to rounding.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue.

Net Assessed Limited Property Value of Major Taxpayers

Taxpayer *(a)*	Description	2025-26 Net Assessed Limited Property Value	As % of City's Total 2025-26 Net Assessed Limited Property Value
Intel Corporation	Manufacturing Plant	$181,311,512	4.40%
Salt River Project (T&D)	Utilities	103,079,152	2.50%
CI Phoenix-Chandler I-VII LLC	Commercial Rental Property	33,900,330	0.82%
Wells Fargo Bank NA	Financial Services	26,872,314	0.65%
Salt River Project (CWIP)	Utilities	23,463,746	0.57%
Arizona Public Service	Utilities	20,568,203	0.50%
Southwest Gas Corp	Manufacturing Plant	17,701,242	0.43%
CAZ 7 LLC	Utilities	17,561,974	0.43%
Freescale Semiconductor Inc	Manufacturing Plant	16,871,290	0.41%
TWC-Chandler LLC	Manufacturing Plant	15,849,628	0.38%
Total		**$457,179,391**	**11.09%**
Total City Net Assessed Limited Property Value		**$4,124,257,465**	

(a) Some of the major taxpayers are subject to the informational requirements of the Exchange Act, and in accordance therewith file the Filings with the Commission. The Filings may be inspected and copies are available at the public reference facilities maintained by the Commission. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR database at http://www.sec.gov. None of the City, Bond Counsel, the Financial Advisor or their respective agents or consultants have examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same.

Source: County Assessor's Office.

Property Values

The tables below list the various property values for the City for fiscal year 2021-22 through 2025-26. **All values herein are net of the estimated value of property exempt from taxation.**

Property Values for Fiscal Year 2021-22 through 2025-26

Fiscal Year	Net Assessed Limited Property Value	Net Full Cash Assessed Value	Estimated Net Full Cash Value *(a)*
2025-26	$ 4,124,257,465	$ 6,969,158,207	$ 61,419,063,236
2024-25	4,108,053,847	7,380,893,156	66,333,399,270
2023-24	3,900,094,692	6,280,177,157	61,704,952,635
2022-23	3,702,957,065	5,012,820,890	48,805,511,338
2021-22	3,463,794,661	4,682,558,944	40,751,143,934

(a) *Estimated Net Full Cash Value is the total estimated "market value" of taxable property, which is calculated by multiplying the Full Cash Value by the ratio of Net Assessed Full Cash Value divided by the Assessed Full Cash Value. Each value as reported by the Assessor of the County in the State Abstract.*

Source: *Maricopa County 2025 Tax Levy*, Maricopa County Department of Finance and *Abstract and Assessment Roll*, State of Arizona Department of Revenue.

Net Assessed Limited Property Value and Net Full Cash Assessed Value Comparisons and Trends

The tables below are shown to indicate for fiscal year 2021-22 through 2025-26, the (i) Net Assessed Limited Property Values and (ii) Net Full Cash Values of the City, the County and the State of Arizona, each on a comparative basis.

Comparative Net Assessed Limited Property Value Histories

Fiscal Year	City of Chandler	Percent Increase/ (Decrease)	Maricopa County	Percent Increase/ (Decrease)	State of Arizona	Percent Increase/ (Decrease)
2025-26	$4,124,257,465	0.39%	$60,724,517,168	4.11%	$92,371,826,506	4.46%
2024-25	4,108,053,847	5.33%	58,328,686,358	6.59%	88,425,611,337	6.50%
2023-24	3,900,094,692	5.32%	54,722,310,149	6.10%	83,026,514,349	5.89%
2022-23	3,702,957,065	6.90%	51,575,018,189	5.85%	78,405,598,978	5.67%
2021-22	3,463,794,661	6.79%	48,724,126,672	6.61%	74,200,233,397	6.13%

Source: *Maricopa County 2025 Tax Levy*, Maricopa County Department of Finance, *Property Tax Rates and Assessed Values*, Arizona Tax Research Association and *Abstract and Assessment Roll*, State of Arizona Department of Revenue.

Comparative Net Full Cash Value Histories

Fiscal Year	City of Chandler	Percent Increase/ (Decrease)	Maricopa County	Percent Increase/ (Decrease)	State of Arizona	Percent Increase/ (Decrease)
2025-26	$6,969,158,207	-5.58%	$110,166,905,847	-2.04%	$157,397,026,499	-0.98%
2024-25	7,380,893,156	17.53%	112,459,810,477	22.83%	158,962,333,751	22.78%
2023-24	6,280,177,157	25.28%	91,557,158,470	26.74%	129,473,530,919	24.65%
2022-23	5,012,820,890	7.05%	72,238,314,892	6.96%	103,872,223,919	6.77%
2021-22	4,682,558,944	8.68%	67,535,008,138	9.24%	97,282,221,465	8.08%

Source: *Maricopa County 2025 Tax Levy, Maricopa County Department of Finance and Abstract and Assessment Roll, State of Arizona Department of Revenue*

APPENDIX C

FORM OF APPROVING LEGAL OPINION

[Closing Date]

MAYOR AND COUNCIL
City of Chandler, Arizona

Re: City of Chandler, Arizona General Obligation Bonds, Series 2026

We have examined copies of the proceedings of the Mayor and Council of the City of Chandler, Arizona (the "City"), and other proofs submitted to us relative to the issuance of the captioned Bonds (the "Bonds").

In addition, we have examined such other proceedings, proofs, instruments, certificates and other documents as well as such other materials and such matters of law as we have deemed necessary or appropriate for the purposes of the opinion rendered herein below. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as copies. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon the aforesaid proceedings and proofs.

We are of the opinion that such proceedings and proofs show lawful authority for the sale and issuance of the Bonds pursuant to the Constitution and laws of the State of Arizona now in force, and particularly with respect to the Bonds the provisions of Title 35, Chapter 3, Article 3, Arizona Revised Statutes, as amended, and that the Bonds are valid and legally binding obligations of the City, all of the taxable property within which is subject to the levy of a tax, without limitation as to rate or amount to pay the principal of and interest on the Bonds.

Based on the representations and covenants of the City and subject to the assumption stated in the last sentence of this paragraph, under existing statutes, regulations, rulings and court decisions, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes, and the interest on the Bonds is exempt from income taxation under the laws of the State of Arizona. Furthermore, interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), on applicable corporations (as defined in Section 59(k) of the Code), interest on the Bonds is not excluded from the determination of adjusted financial statement income. We express no opinion regarding other tax consequences resulting from the ownership, receipt or accrual of interest on, or disposition of, the Bonds. The Code includes requirements which the City must continue to meet after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal income tax purposes. The failure of the City to meet these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The Mayor and Council of the City have resolved in Resolution No. 5947, adopted by the Mayor and Council of the City on November 13, 2025, to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds. (Subject to the same limitations in the penultimate paragraph hereof with respect to such covenants, the City has full legal power and authority to comply with such covenants.) In rendering the opinion expressed above, we have assumed continuing compliance with the tax covenants referred to above that must be met after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal tax purposes.

The rights of the holders of the Bonds and the enforceability of those rights may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights. The enforcement of such rights may also be subject to the exercise of judicial discretion in accordance with general principles of equity.

This opinion represents our legal judgment based upon our review of the law and the facts we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof, and we assume no obligation to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

APPENDIX D

CITY OF CHANDLER, ARIZONA

AUDITED FINANCIAL STATEMENTS OF THE CITY OF CHANDLER, ARIZONA FOR THE FISCAL YEAR ENDED JUNE 30, 2024

The following audited financial statements are for the fiscal year ended June 30, 2024. These are the most recent audited financial statements available to the City. These audited financial statements may not represent the current financial conditions of the City. The City did not request the consent of Heinfeld, Meech & Co., P.C. to include its report and Heinfeld, Meech & Co., P.C. has performed no procedures subsequent to rendering its opinion on the audited financial statements.

APPENDIX E

CONTINUING DISCLOSURE UNDERTAKING
$160,000,000*
CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2026

This Continuing Disclosure Undertaking (this "Undertaking") is executed and delivered by the City of Chandler, Arizona (the "City"), in connection with the sale and issuance of $160,000,000* principal amount of City of Chandler, Arizona General Obligation Bonds, Series 2026 (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the Mayor and Council of the City on November 13, 2025 (the "Bond Resolution"). The City covenants and agrees as follows:

1. Definitions. In addition to those defined hereinabove, the terms set forth below shall have the following meanings in this Undertaking, unless the context clearly otherwise requires:

"*Annual Financial Information*" means the financial information and operating data set forth in Exhibit I.

"*Annual Financial Information Disclosure*" means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

"*Audited Financial Statements*" means the audited financial statements of the City prepared pursuant to the standards and as described in Exhibit I.

"*Commission*" means the Securities and Exchange Commission.

"*Dissemination Agent*" means any agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent's successors and assigns.

"*EMMA*" means the Electronic Municipal Market Access system of the MSRB. Information regarding submissions to EMMA is available at http://emma.msrb.org.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*Final Official Statement"* means the Final Official Statement relating to the Bonds, dated January 13, 2026*.

"*Financial Obligation*" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"*GAAP*" means generally accepted accounting principles, as applied to governmental units as modified by the laws of the State.

"*Listed Event*" means the events set forth in Exhibit II.

"*Listed Events Disclosure*" means dissemination of disclosure concerning a Listed Event as set forth in Section 5.

"*MSRB*" means the Municipal Securities Rulemaking Board.

* Preliminary, subject to change.

"*Participating Underwriter*" means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

"*Rule*" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Exchange Act.

"*State*" means the State of Arizona.

2. Purpose of this Undertaking. This Undertaking is executed and delivered by the City as of the date set forth below for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with the requirements of the Rule. The City represents that it will be the only obligated person with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriter and that no other person is expected to become so committed at any time after such delivery of the Bonds.

3. CUSIP Numbers. The CUSIP Numbers of the Bonds are as follows:

CUSIP No. (Base 158843)	Maturity Date (July 1)
	2027
	2028
	2029
	2030
	2031
	2032
	2033
	2034
	2035
	2036
	2037
	2038
	2039
	2040
	2041
	2042
	2043
	2044

4. Annual Financial Information Disclosure. Subject to Section 8 of this Undertaking, the City shall disseminate its Annual Financial Information and its Audited Financial Statements, if any (in the form and by the dates set forth in Exhibit I), through EMMA.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment is made to this Undertaking, the Annual Information for the year in which such amendment is made shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

5. Listed Events Disclosure. Subject to Section 8 of this Undertaking, the City shall disseminate in a timely manner, but not more than ten (10) business days after the occurrence of the event, Listed Events Disclosure through EMMA. Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

6. Consequences of Failure of the City to Provide Information. The City shall give notice in a timely manner through EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Undertaking, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the City to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default under the Bond Resolution, and the sole remedy available to such owners of the Bonds under this Undertaking in the event of any failure of the City to comply with this Undertaking shall be an action to compel performance.

7. Amendments; Waiver. Notwithstanding any other provision of this Undertaking, the City by certified resolution or ordinance authorizing such amendment or waiver, may amend this Undertaking, and any provision of this Undertaking may be waived only if:

(a) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted;

(b) This Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the City or by approving vote of the owners of the Bonds at the time of the amendment.

The Annual Financial Information containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided. If an amendment or waiver is made specifying an accounting principle to be followed in preparing financial statements and such changes are material, the Annual Financial Information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles in the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. If the accounting principles of the City change or the fiscal year of the City changes, the City shall file a notice of such change in the same manner as for a notice of Listed Event.

8. Non-Appropriation. The performance by the City of its obligations in this Undertaking shall be subject to the annual appropriation of any funds that may be necessary to permit such performance. In the event of a failure by the City to comply with its covenants under this Undertaking due to a failure to appropriate the necessary funds, the City covenants to provide prompt notice of such fact to the MSRB through EMMA, in a format prescribed by the MSRB.

9. Termination of Undertaking. This Undertaking shall be terminated hereunder if the City shall no longer have liability for any obligation on or relating to repayment of the Bonds under the Bond Resolution.

10. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

11. Additional Information. Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Listed Event, in addition to that which is required by this Undertaking. If the City chooses to include any information from any document or notice of occurrence of a Listed Event in addition to that which is specifically required by this Undertaking, the City shall have no obligation under this Undertaking to update such information or include it in any future Annual Financial Information Disclosure or Listed Events Disclosure.

12. Beneficiaries. This Undertaking has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

13. Recordkeeping. The City shall maintain records of all Annual Financial Information Disclosure and Listed Events Disclosure including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

14. Governing Law. This Undertaking shall be governed by the laws of the State.

Dated: [Closing Date]

CITY OF CHANDLER, ARIZONA

By_____
Its Deputy City Manager/Chief Financial Officer

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND
AUDITED FINANCIAL STATEMENTS

"Annual Financial Information" means financial information and operating data of the type contained in the Final Official Statement as follows (in each case, actual results for most recently completed fiscal year only):

- Estimated Net Full Cash Value and Assessed Values;
- Statements of Bonds Outstanding;
- Property Tax Assessment Ratios;
- Property Taxes Levied and Collected;
- Direct and Overlapping Assessed Valuations and Total Tax Rates per $100 Assessed Valuation;
- Property Value by Property Classification; and
- Net Assessed Limited Property Value of Major Taxpayers.

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted through EMMA or filed with the Commission. If the information included by reference is contained in a final official statement, the final official statement must be available from the MSRB. The City shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be provided through EMMA by February 1 of each year, commencing February 1, 2027. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, to be followed up by Audited Financial Statements within 30 days after availability to the City.

Audited Financial Statements will be prepared according to GAAP.

If any change is made to the Annual Financial Information as permitted by Section 4 of this Undertaking, the City will disseminate a notice of such change as required by Section 4, including changes in fiscal year or GAAP.

EXHIBIT II

EVENTS FOR WHICH LISTED EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations, in each case, with respect to the tax status of the security, or other material events affecting the tax status of the security.
7. Modifications to the rights of security holders, if material.
8. Bond calls, if material, or tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the securities, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar events of the City, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.
13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

APPENDIX F

BOOK-ENTRY-ONLY SYSTEM

The description set forth below of the procedures and record-keeping with respect to beneficial ownership interests in the Bonds, payment of principal of, premium, if any, and interest on, the Bonds to Direct Participants, Indirect Participants and Beneficial Owners (each as hereinafter defined), and other information concerning DTC and the book-entry-only system of registration and transfer of beneficial ownership interests in the Bonds is based solely on information furnished by DTC to the City for inclusion in this Official Statement. Neither the City, the Bond Registrar and Paying Agent, the Financial Advisor, nor their agents or counsel make any representations as to the accuracy or completeness thereof.

The Depository Trust Company ("DTC"), will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for the Bonds in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial owners will not receive written confirmation from DTC of their purchaser. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by participants to Beneficial owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursements of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to Bond Registrar and Paying Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to Bond Registrar and Paying Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Bond Registrar and Paying Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or Bond Registrar and Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry-only system has been obtained from sources that the City believes to be reliable, but the City, the Financial Advisor or their counsel or agents takes no responsibility for the accuracy thereof.

NEITHER THE CITY, THE BOND REGISTRAR AND PAYING AGENT, THE FINANCIAL ADVISOR, NOR THEIR AGENTS OR COUNSEL HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DIRECT PARTICIPANT, INDIRECT PARTICIPANT OR TO ANY BENEFICIAL OWNER WITH RESPECT TO: (I) THE BONDS, (II) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT; (III) THE TIMELY OR ULTIMATE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OR REDEMPTION PRICE OF OR OF INTEREST ON THE BONDS; (IV) THE TRANSMITTAL BY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO BONDHOLDERS; (V) ANY CONSENT GIVEN BY DTC OR OTHER ACTION TAKEN BY DTC AS REGISTERED OWNER; OR (VI) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE BONDS.

PIPER | SANDLER

BOND REGISTRAR AND PAYING AGENT AGREEMENT

$_____,000
CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2026

THIS BOND REGISTRAR AND PAYING AGENT AGREEMENT, dated as of January 1, 2026 (this "Agreement"), by and between U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (the "Bond Registrar and Paying Agent"), and the CITY OF CHANDLER, ARIZONA (the "City"),

W I T N E S S E T H:

WHEREAS, by Resolution No. 5947 adopted by the City Council of the City (the "Council") on November 13, 2025 (the "Bond Resolution"), the sale and issuance of $_____,000 in aggregate principal amount of the City's General Obligation Bonds, Series 2026 (the "Bonds") have been authorized; and

WHEREAS, by the Bond Resolution, the Council have appointed the Bond Registrar and Paying Agent as the agent of the City, to act as authenticating agent, bond registrar, transfer agent and paying agent for and in connection with the Bonds, and has authorized and directed the Bond Registrar and Paying Agent to keep all the books and records necessary for registration, transfer or exchange of the Bonds (the "Bond Register");

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, it is hereby agreed as follows:

Section 1. At the time and place for the original delivery of the Bonds, the City shall deliver to the Bond Registrar and Paying Agent the duly executed Bonds and any other information needed to complete the Bonds at the closing. The Bond Registrar and Paying Agent, through a duly authorized officer or officers, shall (i) complete the Bonds to be delivered at the closing; (ii) record the names and addresses of the registered owners in and otherwise complete the Bond Register; and (iii) sign the Certificate of Authentication on the Bonds, all so as to permit delivery of the Bonds at the closing. These procedures shall also be used, as appropriate, for the completion and authentication of any Bond to be delivered to the Bond Registrar and Paying Agent for transfer or exchange as provided herein.

Section 2. The Bond Registrar and Paying Agent shall keep and maintain the Bond Register at its designated corporate trust office so long as any Bond remains outstanding and shall perform, without limitation, authentication, transfer, registration, exchange and paying agent functions, and related mechanical, clerical and record or bookkeeping functions, in connection with the Bonds in accordance with this Agreement, the Bond Resolution, and any applicable requirements of Section 149(a) of the Internal Revenue Code of 1986, as amended, and applicable regulations, proposed regulations (if they are proposed to take effect retrospectively) and rulings thereunder.

Section 3. In accordance with the Bond Resolution, the Bond Registrar and Paying Agent shall:

(A) Exchange or transfer any Bond upon presentation and surrender thereof at the office of the Bond Registrar and Paying Agent, together with a request for exchange or an assignment, respectively, signed by the registered owner or by a person authorized by the registered owner to do so by a power of attorney in a form satisfactory to the Bond Registrar and Paying Agent, and shall complete, authenticate and deliver the new Bonds to the registered owner or the registered owner of the transferred Bonds, respectively, in a denomination or denominations equal in the aggregate to the unmatured and unredeemed principal amount of the Bonds surrendered, bearing interest at the same rate and maturing on the same date.

(B) Record the exchange or transfer of any Bond on the Bond Register.

(C) Complete the transfer or exchange, completion, authentication and delivery of the new Bonds within three (3) business days after the time of the surrender to the Bond Registrar and Paying Agent of the Bonds to be transferred or exchanged.

(D) Provide certain notices to the Bond owners as directed by the City in accordance with the Bond Resolution, and, as applicable, to send notices to the Municipal Securities Rulemaking Board (the "MSRB"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB.

Section 4. (A) For its services under this Agreement, the City shall pay the Bond Registrar and Paying Agent in accordance with the fee schedule provided by the Bond Registrar and Paying Agent. The fee for the Bond Registrar and Paying Agent's initial services hereunder and services to be rendered until the end of the current fiscal year (fiscal year 2025-2026) is $___.00 and shall be billed by the Bond Registrar and Paying Agent to the City after closing and paid by the City in advance after initial delivery of the Bonds. The Bond Registrar and Paying Agent will bill the City in advance prior to December 1, 2026, and prior to each December 1 thereafter during the term of this Agreement.

(B) The Bond Registrar and Paying Agent shall charge the registered owner of any transferred Bond an amount sufficient to reimburse it for any fee, tax or other charge required to be paid with respect to the transfer. The Bond Registrar and Paying Agent may require that those charges be paid before it begins the procedure for the transfer.

(C) If the Bond Registrar and Paying Agent renders any service hereunder not provided for in this Agreement, or the Bond Registrar and Paying Agent is made a party to or intervenes in any litigation pertaining to this Agreement or institutes interpleader proceedings relative hereto, the Bond Registrar and Paying Agent shall be compensated reasonably by the City for such extraordinary services and reimbursed for any and all claims, liabilities, losses, damages, fines, penalties, and expenses, including out-of-pocket and incidental expenses and legal fees occasioned thereby.

Section 5. The Bond Registrar and Paying Agent shall complete, authenticate, deliver and register new Bonds to replace any Bond lost, stolen or destroyed, or mutilated, upon receipt by the Bond Registrar and Paying Agent of evidence satisfactory to it of the loss, theft, destruction or mutilation of any Bond and of indemnity satisfactory to it.

Section 6. The Bond Registrar and Paying Agent shall cancel any Bond surrendered to it pursuant to the Bond Resolution for payment or retirement or for exchange, replacement or transfer. The cancelled Bonds shall be destroyed by the Bond Registrar and Paying Agent and a record of such destruction and the number and amount of Bonds destroyed shall be kept by the Bond Registrar and Paying Agent and upon request of the City, furnished by the Bond Registrar and Paying Agent to the City.

Section 7. The Bond Registrar and Paying Agent shall retain and store the Bond Register for seven years after full payment of the Bonds. At any time and upon request by the Deputy City Manager/Chief Financial Officer of the City, the Bond Registrar and Paying Agent shall permit the City to inspect the Bond Register and shall provide the City with a copy of the Bond Register. In the event of a request to the Bond Registrar and Paying Agent by any person other than the City for inspection of the Bond Register, the Bond Registrar and Paying Agent shall notify the Deputy City Manager/Chief Financial Officer of the City and shall not permit that inspection unless it is approved by the Deputy City Manager/Chief Financial Officer of the City, except that the Bond Registrar and Paying Agent may permit an inspection pursuant to an order of a court of competent jurisdiction.

Section 8. The Bond Registrar and Paying Agent shall pay the principal of and interest on the Bonds, but only from moneys deposited with the Bond Registrar by the City for that purpose. The City shall cause funds to be on deposit with the Bond Registrar and Paying Agent in an amount sufficient and available to pay the interest, or principal and interest, then to be due one day prior to the day on which that payment is to be made. The Bond Registrar and Paying Agent shall pledge direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America to secure the deposits made for the purpose of paying either principal or interest or both principal and interest on the Bonds to the extent required by applicable law.

Section 9. In the event any check for payment of interest on a Bond is returned to the Bond Registrar and Paying Agent unendorsed or is not presented for payment within two (2) years from its payment date or any Bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such interest or principal due upon such Bond shall have been made available to the Bond Registrar and Paying Agent for the benefit of the owner thereof, the Bond Registrar and Paying Agent shall hold such funds, without liability for interest thereon, for the benefit of the owner of such Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Bond or amounts due thereunder. The obligation of the Bond Registrar and Paying Agent to hold such funds shall continue for two years and six months following the date on which such interest or principal payment became due, whether at maturity, or at the date fixed for redemption, or otherwise, at which time the Bond Registrar and Paying Agent shall, after notice from the Bond Registrar and Paying Agent thereof and upon receipt of written request to do so, surrender such unclaimed funds so held to the City, whereupon any claim of whatever nature by the owner of such Bond arising under such Bond shall be made upon the City. In

the absence of any such written request, the Bond Registrar or Paying Agent, as applicable, shall from time to time deliver such unclaimed funds to or as directed by pertinent escheat authority, as identified by the Bond Registrar or Paying Agent, as applicable, in its sole discretion, pursuant to and in accordance with applicable unclaimed property laws, rules or regulations. Any such delivery shall be in accordance with the customary practices and procedures of the Bond Registrar or Paying Agent, as applicable, and the escheat authority.

Section 10. (A) In the absence of bad faith on its part in the performance of its services under this Agreement, the Bond Registrar and Paying Agent shall be protected in acting upon any notice, request, certificate, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper party or parties. The Bond Registrar and Paying Agent may consult with counsel of its choice with respect to any question relating to its duties and responsibilities hereunder or otherwise in connection herewith, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or not taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. None of the provisions contained in this Agreement shall require the Bond Registrar and Paying Agent to use or advance its own funds in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Bond Registrar and Paying Agent may execute any of its trusts or powers and perform any of its duties under this Agreement by or through attorneys, agents or employees.

(B) The Bond Registrar and Paying Agent shall accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that if the City elects to provide such directions by such means, it shall provide to the Bond Registrar and Paying Agent an incumbency certificate listing persons with authority to act hereunder, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Bond Registrar and Paying Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Bond Registrar and Paying Agent in its discretion elects to act upon such instructions, the Bond Registrar and Paying Agent's understanding of such instructions shall be deemed controlling. The Bond Registrar and Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bond Registrar and Paying Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City shall assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Bond Registrar and Paying Agent, including without limitation the risk of the Bond Registrar and Paying Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties. The City is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Bond Registrar and Paying Agent and understands that there may be more secure methods of transmitting instructions than the method(s) selected by the City and that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

Section 11. (A) The Bond Registrar and Paying Agent may resign as Bond Registrar and Paying Agent at any time by giving thirty (30) days' written notice of resignation to the City.

Except as otherwise provided herein, the Bond Registrar and Paying Agent may be removed at any time by written notice signed by the Deputy City Manager/Chief Financial Officer of the City and delivered to the Bond Registrar and Paying Agent. Upon the effectiveness of the resignation or termination, the Bond Registrar and Paying Agent shall deliver to the Deputy City Manager/Chief Financial Officer of the City or such other person designated by the Deputy City Manager/Chief Financial Officer of the City the Bond Register and all other records (or copies of those records) pertaining to the Bonds and all Bond forms.

(B) Any corporation, association or agency into which the Bond Registrar and Paying Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from such conversion, sale, merger, consolidation or transfer to which it is a party, *ipso facto*, shall be and become successor bond registrar and paying agent under this Agreement and vested with all or the same rights, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(C) Every successor shall be a trust company or bank in good standing located in or incorporated under the laws of the State of Arizona, duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than $75,000,000.

Section 12. Notice shall be sufficient hereunder, if it is contained in a writing delivered to the City at 175 S. Arizona Avenue, Chandler, Arizona 85225, Attention: Deputy City Manager/Chief Financial Officer, and to the Bond Registrar and Paying Agent via certified mail at 1101 W. Washington Street, Tempe, Arizona 85288, Attention: Global Corporate Trust, or any other address which may be designated from time to time by any party in writing delivered to the City or the Bond Registrar and Paying Agent, as applicable.

Section 13. Neither this Agreement nor any provision hereof may be changed, revised or amended, except by a writing signed on behalf of the City and the Bond Registrar and Paying Agent.

Section 14. In case any section or provision of this Agreement, or any agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder of this Agreement or any other section or provision of this Agreement or any other agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein. Any illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, agreement, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into, done or taken in the manner and to the full extent permitted by law from time to time.

Section 15. (A) To the extent applicable by provision of law, the Bond Registrar and Paying Agent acknowledges that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended, the provisions of which are incorporated herein and which provides that the City may within three (3) years after its execution cancel any contract (including this Agreement) without penalty or further obligation made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

(B) To the extent applicable under Section 41-4401, Arizona Revised Statutes, as amended, the Bond Registrar and Paying Agent shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the "e-verify" requirements under Section 23-214(A), Arizona Revised Statutes, as amended. The breach by the Bond Registrar and Paying Agent of the foregoing shall be deemed a material breach of this Agreement and may result in the termination of the services of the Bond Registrar and Paying Agent by the City. The City retains the legal right, with reasonable prior notice, to randomly inspect the papers and records of the Bond Registrar and Paying Agent to ensure that the Bond Registrar and Paying Agent is complying with the foregoing. The Bond Registrar and Paying Agent shall keep such papers and records open for random inspection during normal business hours by the City. The Bond Registrar and Paying Agent shall cooperate with the random inspections by the City including granting the City entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential, to the extent permitted by law.

(C) To the extent applicable under Section 35-393, et seq., Arizona Revised Statutes, the Bond Registrar and Paying Agent hereby certifies it is not currently engaged in, and for the duration of this Agreement shall not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in Section 35-393, Arizona Revised Statutes. If the City determines that the Bond Registrar and Paying Agent's certification above is false or that it has breached such agreement, the City may impose remedies as provided by law.

(D) To the extent applicable, pursuant to Section 35-394, Arizona Revised Statutes, the Bond Registrar and Paying Agent hereby certifies it does not currently, and for the duration of this Agreement shall not use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China, (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (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. The foregoing certification is made to the best knowledge of the Bond Registrar and Paying Agent without any current independent investigation or without any future independent investigation for the duration of this Agreement. If the Bond Registrar and Paying Agent becomes aware during the duration of this Agreement that it is not in compliance with such certification, the Bond Registrar and Paying Agent shall take such actions as provided by law, including providing the required notice to the City. If the City determines that the Bond Registrar and Paying Agent is not in compliance with the foregoing certification and has not taken

remedial action, the City shall terminate the Bond Registrar and Paying Agent's role as the Bond Registrar and Paying Agent hereunder pursuant to Section 11.

Section 16. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Arizona. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to the subject matter hereof, and no party hereto has made or shall be bound by any agreement or any representation to any other party which is not expressly set forth in this Agreement.

Section 17. This Agreement may be executed in several counterparts, each of which shall be an original, all of which together shall constitute but one instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Bond Registrar and Paying Agent

By.....
Authorized Representative

CITY OF CHANDLER, ARIZONA

By.....
Mayor

ATTEST:

.....
City Clerk

CONTINUING DISCLOSURE UNDERTAKING

$_____,000
CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2026

This Continuing Disclosure Undertaking (this "Undertaking") is executed and delivered by the City of Chandler, Arizona (the "City"), in connection with the sale and issuance of $_____,000 principal amount of City of Chandler, Arizona General Obligation Bonds, Series 2026 (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the Mayor and Council of the City on November 13, 2025 (the "Bond Resolution"). The City covenants and agrees as follows:

1. Definitions. In addition to those defined hereinabove, the terms set forth below shall have the following meanings in this Undertaking, unless the context clearly otherwise requires:

"*Annual Financial Information*" means the financial information and operating data set forth in Exhibit I.

"*Annual Financial Information Disclosure*" means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

"*Audited Financial Statements*" means the audited financial statements of the City prepared pursuant to the standards and as described in Exhibit I.

"*Commission*" means the Securities and Exchange Commission.

"*Dissemination Agent*" means any agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent's successors and assigns.

"*EMMA*" means the Electronic Municipal Market Access system of the MSRB. Information regarding submissions to EMMA is available at http://emma.msrb.org.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*Final Official Statement"* means the Final Official Statement relating to the Bonds, dated _____, 2026.

"*Financial Obligation*" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"*GAAP*" means generally accepted accounting principles, as applied to governmental units as modified by the laws of the State.

"*Listed Event*" means the events set forth in Exhibit II.

"*Listed Events Disclosure*" means dissemination of disclosure concerning a Listed Event as set forth in Section 5.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Participating Underwriter*" means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

"*Rule*" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Exchange Act.

"*State*" means the State of Arizona.

2. Purpose of this Undertaking. This Undertaking is executed and delivered by the City as of the date set forth below for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with the requirements of the Rule. The City represents that it will be the only obligated person with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriter and that no other person is expected to become so committed at any time after such delivery of the Bonds.

3. CUSIP Numbers. The CUSIP Numbers of the Bonds are as follows:

CUSIP No. (Base 158843)	Maturity Date (July 1)

4. Annual Financial Information Disclosure. Subject to Section 8 of this Undertaking, the City shall disseminate its Annual Financial Information and its Audited Financial Statements, if any (in the form and by the dates set forth in Exhibit I), through EMMA.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment is made to this Undertaking, the Annual Information for the year in which such amendment is made shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

5. Listed Events Disclosure. Subject to Section 8 of this Undertaking, the City shall disseminate in a timely manner, but not more than ten (10) business days after the occurrence of the event, Listed Events Disclosure through EMMA. Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

6. Consequences of Failure of the City to Provide Information. The City shall give notice in a timely manner through EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Undertaking, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the City to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default under the Bond Resolution, and the sole remedy available to such owners of the Bonds under this Undertaking in the event of any failure of the City to comply with this Undertaking shall be an action to compel performance.

7. Amendments; Waiver. Notwithstanding any other provision of this Undertaking, the City by certified resolution or ordinance authorizing such amendment or waiver, may amend this Undertaking, and any provision of this Undertaking may be waived only if:

(a) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted;

(b) This Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the City or by approving vote of the owners of the Bonds at the time of the amendment.

The Annual Financial Information containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided. If an amendment or waiver is made specifying an accounting principle to be followed in preparing financial statements and such changes are material, the Annual Financial Information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles in the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible,

such comparison also shall be quantitative. If the accounting principles of the City change or the fiscal year of the City changes, the City shall file a notice of such change in the same manner as for a notice of Listed Event.

8. Non-Appropriation. The performance by the City of its obligations in this Undertaking shall be subject to the annual appropriation of any funds that may be necessary to permit such performance. In the event of a failure by the City to comply with its covenants under this Undertaking due to a failure to appropriate the necessary funds, the City covenants to provide prompt notice of such fact to the MSRB through EMMA, in a format prescribed by the MSRB.

9. Termination of Undertaking. This Undertaking shall be terminated hereunder if the City shall no longer have liability for any obligation on or relating to repayment of the Bonds under the Bond Resolution.

10. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

11. Additional Information. Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Listed Event, in addition to that which is required by this Undertaking. If the City chooses to include any information from any document or notice of occurrence of a Listed Event in addition to that which is specifically required by this Undertaking, the City shall have no obligation under this Undertaking to update such information or include it in any future Annual Financial Information Disclosure or Listed Events Disclosure.

12. Beneficiaries. This Undertaking has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

13. Recordkeeping. The City shall maintain records of all Annual Financial Information Disclosure and Listed Events Disclosure including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

14. Governing Law. This Undertaking shall be governed by the laws of the State.

DATED: _____, 2026.

CITY OF CHANDLER, ARIZONA

By.....
Deputy City Manager/Chief Financial Officer

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND
AUDITED FINANCIAL STATEMENTS

"Annual Financial Information" means financial information and operating data of the type contained in the Final Official Statement as follows (in each case, actual results for most recently completed fiscal year only):

- Estimated Net Full Cash Value and Assessed Values;
- Statements of Bonds Outstanding;
- Property Tax Assessment Ratios;
- Property Taxes Levied and Collected;
- Direct and Overlapping Assessed Valuations and Total Tax Rates per $100 Assessed Valuation;
- Property Value by Property Classification; and
- Net Assessed Limited Property Value of Major Taxpayers.

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted through EMMA or filed with the Commission. If the information included by reference is contained in a final official statement, the final official statement must be available from the MSRB. The City shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be provided through EMMA by February 1 of each year, commencing February 1, 2027. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, to be followed up by Audited Financial Statements within 30 days after availability to the City.

Audited Financial Statements will be prepared according to GAAP.

If any change is made to the Annual Financial Information as permitted by Section 4 of this Undertaking, the City will disseminate a notice of such change as required by Section 4, including changes in fiscal year or GAAP.

EXHIBIT II

EVENTS FOR WHICH LISTED EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations, in each case, with respect to the tax status of the security, or other material events affecting the tax status of the security.
7. Modifications to the rights of security holders, if material.
8. Bond calls, if material, or tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the securities, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar events of the City, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.
13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

ITEM 3

CHANDLER arizona
Community of Innovation

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

Date:	November 10, 2025
To:	Vice Mayor and City Council
From:	Mayor Kevin Hartke
Subject:	Boards and Commissions Member Appointments

Proposed Motion:

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

Chandler Cultural Foundation

Appoint Timothy Russell

Industrial Development Authority

Appoint Francisca Benavides

Attachments

Application for Timothy Russell

Application for Francisca Benavides

Outlook

Webform Submission From: Application for Chandler Boards and Commissions

From City of Chandler
Date Tue 1/14/2025 10:55 AM
To

This Message Is From an External Sender
This message came from outside your organization.

Report Suspicious

Submitted on Tue, 01/14/2025 - 10:45 AM

Submitted by: Anonymous

Submitted values are:

Contact Information

Select the board(s) that you wish to be considered for

Selection 1
Chandler Cultural Foundation Management Board

Name
Timothy Russell

Phone

Email

Address

Chandler, Arizona. 85248

Profession
Not-for-Profit CEO Orchestra Conductor

Employer
ASU Professor Emeritus - ITA CEO Emeritus

How many years have you lived in Chandler
7

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
Professor of Music - Director of Orchestras Arizona State University (1993-2015); Conductor Ballet Arizona and Phoenix Symphony (2001-2020); Music Director ProMusica Chamber Orchestra of Columbus, Ohio (1978-2013); President ad CEO of the Intercollegiate Tennis Association (national governing body of college tennis - 2015-2024)

Board/Committee Experience
Board and Executive Committee member of the ITA; USTA district, sectional, and national committees (including as chair)

Briefly explain why you would like to serve on the board / commission
As a resident of Chandler and long-time performing artist and not-for-profit executive, I would like to serve our community as a newly retired and still very vibrant citizen. My background in the performing arts and expertise with the governance and management of arts organizations and other not-for-profit Associations seem like a perfect fit with this opportunity.

Referred By
Website

Please check the box to the left to indicate that you have read the above statement.
Yes

From:
To:
Subject: Webform Submission From: Application for Chandler Boards and Commissions
Date: Monday, April 7, 2025 9:22:13 AM

This Message Is From an External Sender
This message came from outside your organization.

Report Suspicious

Submitted on Mon, 04/07/2025 - 09:13 AM

Submitted by: Anonymous

Submitted values are:

Contact Information

Select the board(s) that you wish to be considered for

Selection 1
Neighborhood Advisory Committee

Selection 2
Industrial Development Authority

Selection 3
Economic Development Advisory Board

Name
Francisca Benavides

Phone

Email

Address

Chandler, Arizona. 85226

Profession
Engineering Consultant

Employer

FB3E Consulting Services

How many years have you lived in Chandler
1

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
I'm an experienced energy professional with a strong background in grid modernization, regulatory processes, and technical project management, and I hold a degree in engineering. I've worked across public and private sectors to support infrastructure deployment, stakeholder engagement, and strategic planning. I'm passionate about using my skills to support mission-driven work and contribute meaningfully to community-focused initiatives.

Briefly explain why you would like to serve on the board / commission
I am interested in serving on a board or commission focused on energy, housing, or community planning because I believe these areas are deeply interconnected and essential to building a more equitable and sustainable future. With a professional background in grid modernization, infrastructure planning, and stakeholder engagement, I understand the technical and policy dimensions of these challengesand I want to contribute that expertise at the local level. Serving in this capacity would be a meaningful way to give back, help shape inclusive solutions and ensure that decisions are grounded in both sound strategy and community needs.

Please check the box to the left to indicate that you have read the above statement.
Yes

City Council Memorandum **Government Relations & Transportation**
Policy Memo No. TP26-06

Date: November 10, 2025
To: Mayor and Council
Thru: John M. Pombier, Acting City Manager
Ryan Peters, Deputy City Manager
Marge Zylla, Strategic Initiatives Director
From: Jason Crampton, Transportation Planning Manager
Subject: Resolution No. 5953, Approving an Intergovernmental Agreement with the City of Tempe for the Construction of the Kyrene Branch and Highline Canal Shared Use Path Project.

Proposed Motion:

Move City Council pass and adopt Resolution No. 5953, approving an intergovernmental agreement with the City of Tempe for the construction of the Kyrene Branch and Highline Canal shared use path project.

Background/Discussion:

The City of Chandler was awarded a federal grant for the Kyrene Branch and Highline Canal Shared Use Path project located in the cities of Chandler and Tempe. The federal grant requires a minimum 5.7% local match that will be fulfilled proportionately by the cities of Chandler and Tempe based on the project costs attributed to each city. The majority of the Kyrene Branch Canal improvements are within the City of Chandler, and the City of Chandler will manage the contractor and payments. Chandler and Tempe need an intergovernmental agreement in order for Tempe to contribute their portion of project costs. Tempe's local match for the project is currently estimated to be $189,000. To note, additional grant funding for the project is being pursued and may reduce the local funding contributions from Chandler and Tempe if awarded.

The Kyrene Branch and Highline Shared Use Path Project will enhance the pedestrian and bicycle facilities along Salt River Project's (SRP) Kyrene Branch and Highline canals by connecting to the regional trail network at the

Chandler-Tempe border. The Project will add concrete paths to existing unpaved paths along both canal banks. The Project begins at the intersection of Kyrene and Knox roads and continues in a southwesterly direction along the Kyrene Branch Canal to just south of Linda Lane (1 mile). The Project also includes improvements on the Highline Canal that begin at the existing concrete terminus at the City of Chandler/City of Tempe border and continue southwesterly direction to Orchid Lane (0.25 miles). Improvements include new pathway lighting and improving accessibility and connectivity between existing bicycle and pedestrian networks.

Improvements made within SRP right-of-way are for non-motorized transportation only. Motorized vehicles, including electric bicycles, are not permitted within SRP right-of-way. In an effort to deter illegal motorized vehicle activity along the Kyrene Branch canal, Chandler staff worked with SRP to have gates installed, which prevent mid-size and large motorized vehicles from accessing the canal bank.

This project is now in the final stages of design and moving toward the construction phase.

Public Outreach:
The Transportation Policy Division hosted open house public meetings on August 22, 2022, and on December 12, 2023. The purpose of these meetings was to provide residents with information on the Project and to allow for questions and discussions with the project team. The project team made several changes to the project design based on feedback received at the 2022 public meeting, which resulted in additional support for the project expressed at the 2023 meeting.

August 2022 Meeting:
- 35 Participants
- 14 Comment Cards Received
- 5 Positive Comments
- 5 Negative Comments
- 4 Neutral Comments

December 2023 Meeting:
- 27 Participants
- 21 Comment Cards/ Emails Received
- 8 Positive Comments
- 2 Negative Comments
- 11 Neutral Comments

Additionally, the project was reviewed at the April 2, 2025 Transportation

Commission meeting and received no negative comments from members of the public.

Financial Implications:

The majority of this project will be funded through federal grants. This project has been awarded $464,000 in design grant funding and $3,339,000 in construction grant funding. Additional construction grant funding will be pursued through the Maricopa Association of Governments closeout process this Fall. Approximately 14% of project costs are anticipated to be in the City of Tempe. Tempe will reimburse Chandler for its share of the local match for all work in Tempe.

Attachments

Resolution 5953

Agreement

RESOLUTION NO. 5953

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF TEMPE AND THE CITY OF CHANDLER FOR THE CONSTRUCTION OF THE KYRENE BRANCH AND HIGHLINE CANAL SHARED USE PATH PROJECT

WHEREAS, the City of Chandler has received federal grant funding to construct improvements along the Kyrene Branch and Highline Canals; and

WHEREAS, residents of both the City of Chandler and the City of Tempe will benefit from the improvements made with this project; and

WHEREAS, a portion of this project falls within City of Tempe right-of-way; and

WHEREAS, Tempe will be responsible for local match costs resulting from the work conducted in Tempe right-of-way.

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

Section 1. Approving an Intergovernmental Agreement between the City of Tempe and the City of Chandler.

Section 2. Authorizing the Mayor to sign and execute the agreement on behalf of the City of Chandler.

Section 3. Authorizing the City of Chandler to receive payment from Tempe and to reimburse Tempe a portion of this payment if, after construction closeout, actual costs in Tempe are found to have been less than originally estimated.

PASSED AND ADOPTED by the Council of the City of Chandler, Arizona, this _____ day of November, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution No. 5953 was duly passed and adopted by the Council of the City of Chandler, Arizona, at a regular meeting held on the ___ day of November, 2025 and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITIES OF CHANDLER AND TEMPE
FOR
THE KYRENE BRANCH AND HIGHLINE CANAL SHARED USE PATH PROJECT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this _____ day of _____, 2025 ("**Effective Date**"), by and between the CITY OF CHANDLER, an Arizona municipal corporation, and the CITY OF TEMPE, an Arizona municipal corporation. This Agreement refers to Chandler and Tempe each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Arizona Revised Statutes §§ 11-951 through -954 authorize the Parties to enter into this Agreement.

B. Each Party's governing body has adopted a resolution authorizing them to enter into this Agreement.

C. The City of Tempe has constructed shared use paths along the Kyrene Branch and Highline Canals in Tempe that terminate at the Tempe-Chandler border. The Parties have collaborated on a project to extend the shared use paths along the Kyrene Branch and Highline Canals from Tempe into Chandler (the "Kyrene Branch and Highline Canal Shared Use Path Project" or the "Project").

D. The Project includes improvements and infrastructure located within both jurisdictions but primarily in the City of Chandler.

E. Chandler has applied for grant funding for the Project through the Maricopa Association of Governments (MAG). The Parties anticipate that up to 95% of the total cost of the Project may be funded through a MAG Fiscal Year 2025 Congestion Mitigation and Air Quality Grant. The purpose of this Agreement is to allocate responsibilities and funding among the Parties for the design, construction, and maintenance of the Project.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, including without limitation the Recitals, Chandler and Tempe agree as follows:

AGREEMENT

1. Project Scope.

1.1 Kyrene Branch Canal – Construct 10-foot-wide shared use path for a length of approximately 0.9 miles. Amenities such as lighting, landscaping, and seating/rest areas will be added along the new path. Safe crossing solutions will be added at the Kyrene Road/ Knox Road and Ray Road/ McKemy Ave. intersections to further improve access for residents.

1.2 Highline Canal – Construct 10-foot-wide shared use path for a length of approximately 0.25 miles. Amenities such as lighting, landscaping, and seating/rest areas will be added along the new path. The path terminates at Orchid Lane in a commercial area. Bike lanes will be added to Orchid Lane and 54th Street to provide better access to commercial destinations and to improve access to the Highline Canal Shared Used Path.

2. Project Design and Construction. Chandler will procure the design and construction of the Project in consultation with Tempe.

3. Project Funding. The estimated total cost of the Project is $4,691,805 of which 13.937% is estimated for construction within the City of Tempe ("Tempe Construction Costs"). Chandler has applied for a MAG Fiscal Year 2025 Congestion Mitigation and Air Quality Grant for the Project in the amount of $3,339,000. The grant requires a local match of 5.7%, or $585,789.474.

3.1 Chandler shall apply 100% of the grant funds to the Project cost, with 13.937% allocated to Tempe Construction Costs.

3.2 Chandler shall invoice Tempe for 13.937% of the local match, currently estimated at $189,000.

3.3 The Parties acknowledge that the sums set forth in this Agreement are estimates. Tempe agrees to reimburse Chandler for all Tempe Construction Costs, including Tempe's share (currently estimated at 13.937%) of total Project costs not allocable to either jurisdiction specifically (e.g., construction management, contingencies, post-design services, and similar expenses), minus Tempe's share of grant funding as set forth in subsection 3.1 and the amount paid by Tempe under subsection 3.2.

3.4 At Project closeout, Chandler shall invoice Tempe for Tempe's share of the total Project Cost if it is more than the amount Tempe has paid under subsection 3.2, and Tempe shall pay such invoice within 30 days of receipt. If the total Project Cost is less than the amount paid under subsection 3.2, Chandler shall reimburse Tempe for the difference within 30 days of Project closeout.

4. Ownership & Maintenance. Upon final completion of construction, Chandler shall own and maintain the infrastructure located within the City of Chandler, and Tempe shall own and maintain the infrastructure located within the City of Tempe.

5. Term. The term of this Agreement shall commence on the Effective Date and shall continue until final completion of construction.

6. Notices. Unless otherwise specifically provided in this Agreement, or unless written notice of a change of address has been previously given under this Section, all notices, demands or other communication given hereunder shall be in writing and shall be deemed to have been duly delivered upon (A) personal delivery, (B) delivery by a recognized overnight courier (e.g., Federal Express, United Parcel Service) for next business day delivery, or (C) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed as follows:

To Chandler:	Transportation Planning Manager P. O. Box 4008 Mail Stop 412 Chandler, AZ 85244-4008 Phone: (480) 782-3402 jason.crampton@chandleraz.gov
With a copy to:	Chandler City Attorney P.O. Box 4008 Mail Stop 602 Chandler, AZ 85244-4008 Phone: (480) 782-4640 kelly.schwab@chandleraz.gov
To Tempe:	Principal Transportation Planner 200 E. Fifth St. Tempe, AZ 85281 Phone: 480-858-2072 Chase_walman@tempe.gov
With a copy to:	Tempe City Attorney 21 E. Sixth Street, Suite 201 Tempe, AZ 85281 Phone: (480) 350-8227

Email addresses and phone numbers are provided for convenience. Delivery by electronic mail shall not be sufficient Notice under this Agreement.

7. Disputes. Arizona law shall govern this Agreement and any dispute arising out of this Agreement.

7.1 The Parties agree that they will attempt to resolve any dispute through nonbinding mediation before a mediator selected jointly by them. If the Parties cannot agree upon the selection of a mediator, they may request that the presiding judge of the Maricopa County Superior Court appoint a mediator. The cost of any such mediation shall be divided equally between the Parties. The mediator shall not have the right to award punitive damages. The results of the mediation shall be nonbinding, and any Party shall have the right to pursue all legal and equitable remedies available to it 30 days after conclusion of the mediation, subject to any extensions agreed to by the Parties in writing.

7.2 The Parties agree that the statute of limitations applicable to any litigation commenced under this Agreement shall be tolled during the period beginning with a request by either Party for mediation until 30 days after the conclusion of the mediation (or the Party's refusal to participate in mediation), subject to any extensions agreed to by the Parties in writing.

7.3 In the event of any dispute between the Parties in connection with this Agreement, the Party prevailing in such action or proceeding (excluding mediation) shall be entitled to recover from the other Party all of its costs and fees, including reasonable attorneys' fees; provided, however, that no such awarded amount shall be payable until (A) the court in question has made a finding that one or the other Party is the "prevailing party" in such proceeding, and (B) a final order of judgment is entered by a court of competent jurisdiction for which any time for appeal has expired without appeal, or where applicable, the mandate of an appellate court of competent jurisdiction shall issue.

7.4 Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa (or, as may be appropriate, in the Justice Courts of Maricopa County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action except in accordance with the terms of this Section.

8. Assignment. No Party may assign any obligation under this Agreement without the other Party's express written consent, which shall not be unreasonably withheld, conditioned, or delayed.

8.1 To be effective, an assignment must contain an express written agreement and assumption by the assignee agreeing to be liable for the assigning Party's obligations contained herein.

8.2 Any assignment shall not relieve the assigning Party of its obligations in this Agreement.

9. Additional Matters.

9.1 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.

9.2 The Parties each believe that the execution, delivery and performance of this Agreement complies with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring a Party to do any act in violation of any applicable constitutional provision, law, regulation, code, or charter), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed Agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to perform all such acts as reasonably requested by the other Party from time to time and to execute all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

9.3 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.

9.4 This Agreement constitutes the entire Agreement between the Parties 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 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.

9.5 It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties. 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.

9.6 Attached to this Agreement and incorporated by reference is the written determination of each Party's legal counsel that each Party is authorized under the laws of the State of Arizona to enter into this Agreement and that the Agreement is in proper form.

10. Indemnification. Each Party to this Agreement agrees to defend, indemnify, save and hold harmless the other (and each of their respective directors, officers, agents and employees) from and against all liabilities, suits, obligations, claims, demands, damages, fines, costs and expenses (including reasonable attorney's fees) arising under this Agreement to the extent that such are attributable, directly or indirectly, to the indemnifying party's negligence, error, omission or intentional act. An indemnifying party's negligence, error, omission or intentional act, as that phrase is used herein, includes the negligence, error, omission or intentional act of its officers, agents and employees. This provision shall survive the termination of this Agreement.

11. Insurance. Each Party to this Agreement will carry a minimum of $2,000.000 per occurrence in Commercial General Liability coverage and $1,000,000 combined single limit in Auto Liability coverage. The Parties may meet these limits through self-insurance.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2025.

CITY OF CHANDLER, an Arizona municipal corporation

By _____
Mayor Kevin Hartke

ATTEST:

By _____
City Clerk

CITY OF TEMPE, an Arizona municipal corporation

By _____
Mayor Corey D. Woods

ATTEST:

By _____
City Clerk

APPROVAL OF THE CHANDLER CITY ATTORNEY

Pursuant to Arizona Revised Statutes § 11-951 through § 11-954, I have reviewed the foregoing intergovernmental agreement between the City of Tempe and the City of Chandler, and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the City of Tempe to enter into this Agreement.

DATED this _____ day of _____, 2025.

_____

Kelly Y. Schwab
Chandler City Attorney

APPROVAL OF TEMPE CITY ATTORNEY

Pursuant to Arizona Revised Statutes § 11-951 through § 11-954, I have reviewed the foregoing intergovernmental agreement between the City of Tempe and the City of Chandler and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the City of Chandler to enter into this Agreement.

DATED this _____ day of _____, 2025.

CITY OF TEMPE

By _____
Eric C. Anderson
Tempe City Attorney

City Council Memorandum **Government Relations & Transportation**
Policy Memo No. TP26-08

Date: November 10, 2025
To: Mayor and Council
Thru: John M. Pombier, Acting City Manager
Ryan Peters, Deputy City Manager
Marge Zylla, Strategic Initiatives Director
Jason Crampton, Transportation Planning Manager
From: Hezequias Rocha, Transportation Planning Program Coordinator
Subject: Intergovernmental Agreement between the Regional Public Transportation Authority (RPTA) and the City of Chandler to provide Fixed Route Bus, Paratransit and RideChoice services in Fiscal Year 2025-26

Proposed Motion:

Move City Council adopt Resolution No. 5955 authorizing an Intergovernmental Agreement (IGA) between the Regional Public Transportation Authority (RPTA) and the City of Chandler to provide Fixed Route Bus, Paratransit and RideChoice services in Fiscal Year 2025-26.

Background/Discussion:

The City of Chandler and the Regional Public Transportation Authority (RPTA) have developed a new Master Transit Services Agreement to govern the provision of transit services beginning July 1, 2025. This agreement establishes a five-year framework for Chandler's participation in regional transit programs and replaces the IGA that concluded its sixth and final amendment in Fiscal Year 2024-25. The new agreement sets forth responsibilities, funding arrangements, and service levels for Fiscal Year 2025-26 and allows for annual amendments to update service levels and costs.

The agreement covers fixed route bus, paratransit, and RideChoice services, along with ADA-related programs. The agreement also defines procedures for annual reconciliation of costs, program oversight, and performance reporting. The City relies on multiple funding sources to pay for these services, including:

- City General Fund
- Arizona Lottery Fund (ALF) – proceeds from Powerball revenues, distributed to cities for public transportation pursuant to Arizona Revised Statutes § 28-8102
- Public Transportation Funds (PTF) – Voter-approved Maricopa County ½ cent sales tax revenues pursuant to Propositions 400 and 479
- Federal Grants

Service levels and costs included for Fiscal Year 2025–26 are as follows:

Fixed Route Bus Service: Twelve bus routes operate within Chandler: 11 local fixed routes and one express route to downtown Phoenix. For FY 2025–26, approximately 1,301,000 service miles will be funded with regional PTF, which would result in an estimated funding level of $12,442,321.

Paratransit Service: Door-to-door, shared-ride transportation for certified persons with disabilities. Approximately 25,000 trips are projected for FY 2025–26, with an estimated cost of $2,127,853 that will be entirely paid through PTF.

RideChoice Service: Flexible transportation options for seniors and certified persons with disabilities using rideshare companies, taxis, and medical transport providers. Approximately 39,000 trips are projected for FY 2025–26, with an estimated total cost of $1,157,125; $532,917 of which will be paid with PTF, and $624,208 of which will be paid with general fund and ALF. Additionally, the agreement allows for an additional $200,000 contingency that will only be paid if paratransit and/ or RideChoice ridership exceed projections.

	Arizona Lottery Fund (ALF)	City General Fund	Federal Grant	Public Transportation Fund (PTF)	TOTAL
Fixed Route Bus	$0	$0	$0	$12,442,321	$12,442,321
Paratransit	$0	$0	$0	$2,127,853	$2,127,853
RideChoice	$0	$824,208*	$58,696	$523,917	$1,406,821*
TOTAL	**$0**	**$824,208***	**$58,696**	**$15,094,091**	**$15,976,995***

* Includes $200,000 in contingency funds for RideChoice service for a possible increase in trips provided beyond projections.

Financial Implications:

For Fiscal Year 2025–26, the City’s portion of the estimated transit services cost is $624,208 with an additional $200,000 contingency, for a total not-to-exceed amount of $824,208. All required local expenditures (general fund and ALF) are included in the Council-adopted FY 2025–26 budget.

Attachments

Resolution 5955

Agreement

RESOLUTION NO. 5955

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR TRANSIT SERVICES BETWEEN THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY AND THE CITY OF CHANDLER TO PROVIDE FIXED ROUTE BUS, PARATRANSIT, AND RIDECHOICE SERVICES AND APPROVING THE EXPENDITURE OF PUBLIC FUNDS FOR FISCAL YEAR 2025/2026 IN THE ESTIMATED AMOUNT OF $824,208.

WHEREAS, the City of Chandler desires to provide Fixed Route Transit, Paratransit and RideChoice transportation services to its citizens, including those with disabilities and the elderly; and

WHEREAS, an intergovernmental agreement (IGA) between the City of Chandler and the RPTA is required to obtain the provision of the Fixed Route Transit, Paratransit and Ride Choice transportation services for City of Chandler citizens; and

WHEREAS, the term of the IGA will be effective as of July 1, 2025, in order to cover services for the current fiscal year.

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

Section 1. Approving the terms and conditions of the IGA with the RPTA to provide Fixed Route Bus, Paratransit, and RideChoice transportation services to the City of Chandler; and

Section 2. Authorizing the Mayor to sign and execute the IGA on behalf of the City of Chandler; and

Section 3. Authorizing the expenditure of public funds for FY 2025/2026 in the estimated amount of $824,208.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of November, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution No. 5955 was duly passed and adopted by the Council of the City of Chandler, Arizona, at a regular meeting held on the ___ day of November, 2025 and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

MASTER TRANSIT SERVICES AGREEMENT

BETWEEN

THE CITY OF CHANDLER

AND

THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY

CONTRACT # 118-75-2026-00

THIS MASTER TRANSIT SERVICES AGREEMENT ("Agreement") is entered into on July 1, 2025 (the "Effective Date"), between the City of Chandler, a legal entity duly organized and existing under the laws of the State of Arizona ("Member") and the Regional Public Transportation Authority, a political subdivision of the state of Arizona ("RPTA") (each individually, a "Party" and collectively the "Parties").

RECITALS

WHEREAS, Member has charter authority to provide transit services and charter and statutory authority to enter into agreements with other entities within Maricopa County to provide transit services under A.R.S. Section 11-951, et seq.;

WHEREAS, RPTA is a political subdivision of the State of Arizona, established for the purpose of planning and providing public transportation services under A.R.S. Section 48-5121 and A.R.S. Section 48-5101, et seq.;

WHEREAS, as a political subdivision of the State of Arizona, RPTA "may contract and enter into stipulations of any nature to do all acts necessary and convenient for the full exercise of" its powers granted under A.R.S. Section 48-5101, et seq., including entering into intergovernmental agreements with other governmental entities under A.R.S. Section 11-951, et seq.;

WHEREAS, transit activities are one of those types of activities authorized pursuant to the aforementioned statutory and other authority, and;

WHEREAS, RPTA is willing to provide, and Member is willing to purchase or receive transportation services as detailed in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations contained in this Agreement, it is agreed by the Parties as follows:

SECTION 1. EFFECTIVE DATE

This Agreement shall take effect only after it has been approved by Member's Council, approved by the RPTA Board of Directors, executed by the duly authorized officials of each of the Parties, approved by the Parties' respective counsel and filed with the Member's Clerk.

SECTION 2. TERM OF AGREEMENT

This Agreement shall be effective for a period of five (5) years from the Effective Date. This Master Agreement shall be amended on an annual basis to accommodate changes in service levels, funding changes, costs and revenues. In addition, the Parties acknowledge that Prop 400 expires December 31, 2025, and Prop 479 takes effect on January 1, 2026. Although Prop 400 Rules, Policies and Guidelines shall remain in effect until July 1, 2026, the Parties acknowledge and agree that this Agreement may have to be amended to accommodate any new Rules, Polices and Guidelines promulgated by the new Prop 479.

SECTION 3. OBLIGATIONS AND SCHEDULING

3.1 The Parties' obligations and program schedules are identified in an Annual Service Agreement (Attached to and incorporated as Attachment A) and the Incorporated Schedules, (Attached to and incorporated as Attachment B). Obligations may be related to responsibilities including, but not be limited to, fixed route bus, paratransit/ RideChoice brokerage services, or other transit services. The Annual Service Agreement and Incorporated Schedules are designed to be amended annually in coordination with RPTA's adopted fiscal year budget process. The Annual Service Agreement and Incorporated Schedules may be modified as needed and as agreed to in writing by both Parties as provided in this Agreement and any modifications shall be made a part of this Agreement as though fully set forth herein. Attachments may include but not be limited to:

Attachment A – ANNUAL SERVICE AMENDMENT
Attachment B – INCORPORATED SCHEDULES

Schedule "A" Regionally Funded Fixed Route Bus Service (RPTA Funded)

Schedule "B" Member Funded Fixed Route Bus Service

Schedule "C" Paratransit Service

Schedule "D" Ride Choice Program

Schedule “E” Americans with Disabilities Act (ADA) Public Transportation Fund (PTF)

Schedule “F” ADA Platinum Pass Program

Schedule “G” Place Holder - Park and Ride/Transit Center - N/A

Schedule “H” Place Holder - Various Capital Projects - N/A

Schedule “I” Place Holder - Bus Stop Improvements – N/A

3.2 Within 90 days after the close of each fiscal year, RPTA will conduct an annual program reconciliation to determine the actual number of trips or mileage which are billable to the Member for each program. The reconciliation will occur for all programs, including but not limited to paratransit, RideChoice and fixed route transit services. RPTA will use this analysis to determine whether Member has overpaid or underpaid based on the service provided. In the event either Party owes the other Party, RPTA will either pay the Member or invoice the Member for the amount due to RPTA within 30 calendar days after acceptance of the final reconciliation by both Parties. In the event of an underpayment, Member shall have 30 days from the date of receipt of the invoice to pay the invoice.

SECTION 4. RECORDS AND AUDIT

Pursuant to A.R.S. Sec. 35-214, all books, accounts, reports, files and other records relating to this Agreement under the custody or control of RPTA or its contractors shall be subject, at all reasonable times, to inspection and audit by Member, FTA, and the City of Phoenix, for five (5) years after completion of this Agreement. Such records shall be produced at RPTA offices when requested by Member.

SECTION 5. COVENANT AGAINST CONTINGENT FEES

The Parties warrant 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 Member’s city council or the RPTA Board of Directors, and no officer, agent, or employee of the Member or RPTA has any interest, financially or otherwise, in this Agreement.

SECTION 6. ALTERATION IN CHARACTER OF WORK

Minor alterations in the character of work shall be authorized in writing by Member and acknowledged by RPTA by letter.

SECTION 7. TERMINATION AND CHANGES IN SERVICE

7.1 The Parties hereby agree to full performance of the covenants and obligations contained in this Agreement, except that each reserves the right, at its option and sole discretion,

to terminate or abandon the service provided for in this Agreement, or any portion thereof.

7.2 Termination of this Agreement may be at any time and for any reason, with or without cause, upon providing one hundred eighty (180) calendar days prior written notice. Termination shall be affected by delivery of a notice of termination ("Notice of Termination") specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.

7.3 Upon termination, RPTA shall calculate actual expenses incurred up to and including the date of termination and (if termination was at the election of Member) any penalty or costs whatsoever. If Member has paid RPTA sums in excess of the termination costs, RPTA shall refund the excess; if Member has paid RPTA an amount less than the termination costs, then Member shall pay to RPTA an amount equal to the difference between the termination costs and the amount that Member already has paid under this Agreement (the "Final Invoice").

7.4 Upon termination of this Agreement, all property used in connection with this Agreement will be promptly returned to the Party holding title thereto, not considering any state or federal funding.

7.5 Final payment shall be made within thirty (30) calendar days after receipt of the Final Invoice following the termination of service.

SECTION 8. AGREEMENT NON-ASSIGNABLE

RPTA may not assign or otherwise transfer any of its rights or obligations hereunder to a third party without the express prior written consent of Member, which may be granted or withheld by Member in its sole and absolute discretion. Any assignment or transfer without such prior written consent shall be void.

SECTION 9. INDEMNIFICATION

9.1 RPTA (as "Indemnitor") agrees to indemnify, defend, and hold harmless Member (as "Indemnitee") from and against any and all third-party claims, losses, liability, costs, or expenses, including reasonable attorney's fees ("Claims"), but only to the extent that such Claims are caused by or arise out of the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

9.2 RPTA shall require all contractors providing services under this Agreement (each an "Additional Indemnitor") to indemnify, defend, save, and hold harmless Member from and against any and all Claims caused, or alleged to be caused, in whole or in part, by the negligent

or willful acts or omissions of the Additional Indemnitor and persons for whom they are vicariously liable.

SECTION 10. INSURANCE REQUIREMENTS

10.1 RPTA, at its expense, shall maintain in force the required insurance coverage and provisions listed below with insurance companies having a Best's Rating of A-VII or better. RPTA is responsible for paying any deductibles or self-insured retentions and they shall be disclosed on the certificates of insurance. These deductibles or self-insured retentions shall not be applicable with respect to coverage afforded to Member under these policies.

10.2 All coverage shall be evidenced on a certificate of insurance provided to the Member prior to commencement of this contract. Member shall be named as an additional insured on the certificate(s) of insurance and/or formal endorsements and shall provide a waiver of subrogation against Member. Failure of Member to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Member to identify a deficiency from the evidence provided shall not be construed as a waiver of RPTA's obligation to maintain such insurance.

10.3 Each insurance policy shall not be subject to lapse, cancellation, or material change in coverage unless prior written notice is provided to Member.

10.4 RPTA's insurance shall be primary insurance to Member, and any insurance or self-insurance maintained by Member shall not contribute to it.

10.5 RPTA's contracts with any contractors providing service under this Agreement shall specify that all contractors and subcontractors of every tier shall provide insurance at the same minimum limits and coverages as requested by the Member, in amounts not to exceed the coverages required in this Agreement.

10.6 Commercial General Liability. RPTA shall maintain in force the following minimum commercial general liability insurance: $2,000,000 per occurrence with a $4,000,000 aggregate for bodily injury, death, and property damage, personal and advertising injury, and products/completed operations.

10.7 Commercial Automobile Liability. RPTA shall maintain the following minimum business auto liability insurance limits: $1,000,000 combined single limit per accident. Coverage shall be for "any auto," which includes all owned autos, hired and leased autos, and non-owned autos.

10.8 Workers' Compensation and Employers' Liability Insurance. RPTA shall maintain:

10.8.1 Minimum workers' compensation coverages and statutory limits to cover obligations imposed by federal and state statutes having jurisdiction of any contractor's employees engaged in the performance of services; and

10.8.2 Employer's liability insurance of not less than $1,000,000 for each accident, $1,000,000 for disease for each employee and $1,000,000 disease policy limit.

10.9 Excess Liability Insurance Requirements. RPTA shall maintain the minimum limits of excess liability limits over the commercial general liability limits, auto liability limits, and employers' liability limits as required by the State of Arizona's licensing requirements for the service types respective to this Agreement.

SECTION 11. DEFAULT

Either Party shall be deemed in default under this Agreement upon the failure of such Party to observe or perform any material covenant, condition or agreement on its part to be observed or performed hereunder, and the continuance of such failure for a period of thirty (30) days after written notice by the other Party, as required herein. Such notice shall specify the failure and request it be remedied, unless the Party giving notice agrees in writing to an extension of the time period prior to its expiration. However, if the failure stated in the notice cannot be corrected within the applicable period, it will not give rise to a default hereunder if corrective action is instituted within the applicable period and diligently pursued until the failure is corrected. In the event of a default hereunder, the non-defaulting Party may have a breach of contract claim and remedy against the other in addition to any remedy provided or permitted by law; provided, however, that no remedy that would have the effect of amending any provisions of this Agreement shall become effective without the formal amendment of this Agreement.

SECTION 12. ISSUE RESOLUTION

Any dispute arising out of the interpretation of any provision of this Agreement, any policy matter or the determination of an issue of fact, which dispute is not resolved at staff level, shall be referred to RPTA's Chief Executive Officer and a representative designated by Member. If, after good faith negotiations aimed at reaching an amicable solution, a dispute cannot be resolved to the satisfaction of both parties, the dispute may be brought before a court of competent jurisdiction in Maricopa County, Arizona.

SECTION 13. NOTICE

Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered in person, sent by email as PDF, deposited in the United States mail, postage paid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addresses as follows:

If intended for RPTA:

Regional Public Transportation Authority
Attention Chief Legal Officer
101 N. 1st Avenue, Suite 1300
Phoenix, AZ 85003

If intended for Member:

City of Chandler, Arizona
Attention: City Manager
Mail Stop 605
P.O. Box 4008
Chandler AZ 85044-4008

And a copy to:

Attention: Transportation Planning Manager
P.O. Box 4008
Mail Stop 412
Chandler AZ 85044-4008

Attention: City Attorney
P. O. Box 4008
Mail Stop 602
Chandler AZ 85044-4008

Notice shall be deemed received at the time it is personally served or, on the day it is received by e-mail PDF, on the second day after its deposit with any commercial air courier or express service, if mailed, ten (10) days after the notice is deposited in the United States mail as provided. Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either Party may change its mailing address, e-mail address or the person to receive notice by notifying the other Party as provided in this Section.

Notice sent by e-mail PDF shall also be sent by regular mail to the recipient at the above address. The requirement for duplicate notice is not intended to change the effective date of the Notice sent by e-mail PDF.

SECTION 14. AMENDMENT

This Agreement and the Annual Service Agreement may be modified or amended only by a written document executed by both RPTA and Member, approved as to form by the Member Attorney, and may be filed with the Member's Clerk. Such document shall expressly state that it is intended by the Parties to amend specifically identified terms and conditions of this Agreement.

SECTION 15. INTEGRATION

This Agreement represents the entire agreement of the Parties, and all prior agreements with respect to the subject matter of this Agreement are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing, signed by the Parties, and any attempt at oral modification of this Agreement shall be void and of no effect.

SECTION 16. APPLICABLE LAW AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any litigation between the Parties arising from this Agreement shall be litigated in an appropriate court located in Maricopa County, Arizona.

SECTION 17. NON-WAIVER

No covenant or condition of this Agreement may be waived by any Party, unless done in writing. Forbearance or indulgence by any Party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other Party.

SECTION 18. SEVERABILITY

Any provision of this Agreement that is prohibited or unenforceable under the laws or regulations of the United States of America or the State of Arizona shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

SECTION 19. BENEFIT AND BINDING EFFECT

The terms and provisions of this Agreement shall inure to the benefit of and are binding on RPTA and Member and their respective successors and permitted assigns.

SECTION 20. SURVIVAL

The indemnifications and limitations on liability provided in this Agreement shall have full force and effect notwithstanding any other provisions of this Agreement and shall survive any termination or expiration thereof.

SECTION 21. FURTHER ASSURANCES

The Parties hereto shall execute such other documents and take such other actions as may be reasonably necessary or proper to achieve the intent and purposes hereof.

SECTION 22. CONFLICTS OF INTEREST

The Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statutes Sec. 38-511.

SECTION 23. RELATED AGREEMENTS

This Agreement, together with the exhibits, instruments and other documents required to be executed and delivered in connection herewith is intended to be read in conjunction with any and all prior agreements and understandings of the Parties with regard to the subject matter hereof.

SECTION 24. CONSTRUCTION AND INTERPRETATION OF AGREEMENT

This Agreement, and each of its provisions, schedules, attachments, exhibits, terms and conditions, has been reached through negotiations between the Parties. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored, prepared or drafted by a particular Party, and that the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

SECTION 25. THIRD-PARTY BENEFICIARIES

This Agreement is intended to benefit the corporate and municipal interests of RPTA and Member alone, and no other person shall claim any implied right, benefit or interest in such services. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established under this Agreement.

SECTION 26. POLICE POWER

The Parties acknowledge the right vested in Member pursuant to general law to exercise its police power for the protection of the health, safety and welfare of its constituents and their properties. Nothing in this Agreement shall be construed as precluding Member from exercising such powers in connection with the subject matter hereof.

SECTION 27. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) AND A.R.S. SEC. 23-211 THROUGH 23-214

RPTA understands and acknowledges the applicability of IRCA and of Arizona Revised Statutes Sec. 23-211 through 23-214 to this Agreement. RPTA shall comply with IRCA and with Arizona Revised Statutes Sec. 23-211 through 23-214 in performing under this Agreement. To

ensure that RPTA and its subcontractors comply with the provisions of this Section, Member shall have the right to inspect the personnel and related records and papers of RPTA and of its contractors pertaining to individuals performing work under this Agreement. Further, Member is prohibited by Arizona Revised Statute Sec. 41-4401 from awarding an Agreement to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statute Sec. 23-214(A). For this reason, RPTA shall ensure that both it and each of its contractors are in compliance with the requirements of Arizona Revised Statute Sec. 23-214(A). In addition, both RPTA and each of RPTA's contractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes Sec. 23-214(A). A breach of any of the provisions of this section shall be deemed a material breach of this Agreement and is subject to penalties up to and including termination of the Agreement.

SECTION 28. COMPLIANCE WITH THE E-VERIFY PROGRAM

28.1 Warranty of Compliance. Under the provisions of Arizona Revised Statute Sec. 41-4401, the Parties warrant that they will comply with all Federal immigration laws and regulations that relate to their employees and that each complies with the E-Verify Program under Arizona Revised Statute Sec. 23-214(A).

28.2. Breach of Warranty. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching Party to penalties up to and including termination of this Agreement.

28.3 Right to Inspect. The Parties retain the legal right to inspect the papers of any employee who works under this Agreement or subcontract to provide services under this Agreement to ensure compliance with the warranty made in subsection 28.1 of this Agreement.

28.4 Random Verification. Either Party may conduct a random verification of the employment records of the other to ensure compliance with the warranty made in subsection 28.1 of this Agreement.

28.5 Federal Employment Verification Provisions; No Material Breach. Neither Party will be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA Sec. 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by Arizona Revised Statute Sec. 23-214(A).

28.6 Inclusion of Article in Other Contracts. The provisions of this section must

be included in any contract either Party enters into with any and all of its contractors or subcontractors that provide services under this Agreement.

SECTION 29. CIVIL RIGHTS

The Parties agree that as a condition of this Agreement they will each comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal government determines otherwise in writing. These include, but are not limited to, those provisions of Section 12 of that certain United States of America Department of Transportation Federal Transit Administration Master Agreement, dated October 1, 2009, as may be amended from time to time, which provisions are incorporated by reference.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____
Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Michael Wawro, Chief Legal Officer

CITY OF CHANDLER

By: _____
Kevin Hartke, Mayor

APPROVED AS TO FORM:

By: _____
Kelly Schwab, City Attorney

FILED:

By: _____
Dana DeLong, City Clerk

ATTACHMENT A - ANNUAL SERVICE AGREEMENT

The Annual Service Agreement outlines the specific obligations of the Parties and provides the Program Schedules that the Member participates in for Fiscal Year 2026, beginning July 1, 2025, and ending June 30, 2026. The specific obligations will be identified below in Section 1: Member Obligations and Section 2: RPTA Obligations. Section 3: Program Schedules summarizes the Programs that RPTA provides for Member.

SECTION 1. RPTA'S OBLIGATIONS:

1.1 With respect to the services provided in this Agreement, RPTA shall:

1.1.1 Negotiate and coordinate the implementation of operating agreements;

1.1.2 Provide Fixed Route Bus, Paratransit and RideChoice brokerage services and/ or other transit services, administrative services, equipment, personnel and management services directly or through contractors, as provided in this Agreement. RPTA shall ensure that the contractor(s) are duly qualified, licensed, trained, and have adequate equipment to perform services under this Agreement. RPTA shall provide performance oversight to ensure contractors are fully compliant with contract provisions and performance requirements;

1.1.3 Provide regional marketing and merchandising of regional services in coordination with Member's local marketing and merchandising of local service and projects;

1.1.4 Plan for, prepare changes, and amend service specifications in coordination with and with agreement from Member;

1.1.5 Invoice Member on a monthly basis for service(s) provided to Member;

1.1.6 Determine, set, and amend as necessary the fare structure for services provided by RPTA or under contract. Collaborate with Member and coordinate the Non-ADA Fare Structure for services provided by RPTA for paratransit/ RideChoice Services, or under contract;

1.1.7 Convene a steering committee, consisting of representatives from Member, other participating Members, and RPTA to coordinate and monitor service and service planning, address service and contractual performance issues, and monitor the adopted service budget(s);

1.1.8 Provide professional staff as necessary to partner with Member to

plan for, develop, contract for, monitor, and adjust service;

1.1.9 Provide a customer complaint resolution process;

1.1.10 Provide monthly reports by the 25th day of the following month with the previous month's data on ridership, revenue collected, and applicable performance standards;

1.2 RPTA and Member may conduct service and financial audits, as required, of any services provided in this Agreement.

1.3 RPTA shall provide performance data reports on a monthly basis. The data will be posted on the Valley Metro website at www.valleymetro.org or within its extra-net site. The paratransit reports shall include at a minimum: ADA ridership versus non-ADA (65+) ridership; revenue miles operated, as well as performance indicators by which Member and RPTA can evaluate whether the service provider is meeting policies; and service standards. Fixed route bus reports shall include the following monthly performance statistics for Member (all statistics will be reported by route except fuel efficiency and vehicles which will be reported per day): boardings by Member and other members; wheelchair boardings by Member and other members; vehicle revenue miles by Member and other members; operating days by Member; average number of passengers by revenue mile of service; operating costs; passenger revenue by jurisdiction; percentage on-time performance; service interruptions; vehicle breakdowns; fuel efficiency by fleet type; wheelchair lift/ramp breakdowns; accidents; vehicle accidents; passenger accidents; passenger security incidents; total customer complaints and compliments; and crimes reported.

1.4 RPTA shall provide Member with a detailed written budget estimate for the provision of transit, including the expected sources and amounts of funding for the next fiscal year. If Member approves the budget estimate, RPTA shall prepare an amendment to this Agreement for Member approval.

1.5 When practicable, within 60 minutes of occurrence, RPTA shall notify Member of any transit related collision, fire, major security incident, or media coverage occurring within Member's jurisdiction.

SECTION 2. MEMBER'S OBLIGATIONS:

2.1 With respect to the services provided in this Agreement, Member shall;

2.1.1 Provide RPTA with funding to pay for the services included in this Agreement:

2.1.2 Reimburse RPTA within 30 days for its costs monthly to monitor,

manage, and generally administer the services provided to Member under this Agreement;

2.1.3 Provide funding adequate to finance any additional services added to this Agreement;

2.1.4 Provide for local complaint resolution with citizens of the Member when the complaint is under control of Member, such as bus stop issues, service geography or span of service;

2.1.5 At Member's election, participate in all meetings, deliberations, and decisions of any steering committee for services provided in this Agreement;

2.1.6 Provide traffic control and transit priority measures such as turning movements, on Member streets on regular routes for services provided in this Agreement;

2.1.7 Purchase and install bus stop signs and associated amenities;

2.1.8 Provide direction to and partner with RPTA in the preparation and amendment of service plans and levels (i.e. frequency, hours, etc.).

2.2 If the Parties are not able to agree upon renewal terms for this Agreement prior to the expiration of the term of this Agreement, Member shall make the payments required to be paid under this Agreement on or before July 1st of the new fiscal year and thereafter for a period of one hundred eighty (180) days unless the Parties agree upon renewal terms prior to the expiration of the one hundred eighty (180) day period. For example, if there is a disagreement with the proposed rate for the new fiscal year, or if a renewal agreement is not signed, for any reason, RPTA shall continue providing service at the level provided under the previous year's Agreement and Member shall make payments at the previous year's rate until such time that a new agreement is executed.

2.3 Member does hereby agree to participate in the RPTA program(s) defined in Member's annual agreement.

2.4 Member shall provide a written ninety (90) calendar day notice for major service changes.

2.5 Transit Life Cycle. Member shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments. In performing hereunder, Member shall adhere to RPTA's Transit Life Cycle Program and its approved policies, as they may be amended from time to time, (collectively referred to as the "TLCP").

SECTION 3: SCHEDULES

Section 3 outlines the programs currently provided by RPTA and the attached schedules provide the schedule for each program. If Member does not currently participate in a program, the schedule will state "Intentionally Omitted." If Member decides to participate in or terminate participation in a program at a later date, Section 3 and Attachment B can be amended, in writing, to ratify the change. The attached schedules may be amended on an annual basis to accommodate changes in service levels, costs, and revenues. The schedules listed below and attached as Exhibit B are incorporated into the Annual Service Agreement.

Schedule "A"	Place Holder - Regionally Funded Fixed Route Bus Service (RPTA Funded)
Schedule "B"	Place Holder - Member Funded Fixed Route Bus Services
Schedule "C"	Place Holder -Paratransit Services
Schedule "D"	Place Holder - Ride Choice Program
Schedule "E"	Place Holder - Americans with Disabilities Act (ADA) Public Transportation Fund (PTF)
Schedule "F"	Place Holder - ADA Platinum Pass Program
Schedule "G"	Place Holder - Park and Ride/Transit Center – Intentionally Omitted
Schedule "H"	Place Holder - Various Capital Projects – Intentionally Omitted
Schedule "I"	Place Holder - Bus Stop Improvements – Intentionally Omitted

ATTACHMENT B – INCORPORATED SCHEDULES

SCHEDULE "A" - REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

Regionally Funded Fixed Route Bus Service **$12,442,321** (including express)

The above line represents the value of transit service paid for by RPTA to the benefit of Member. The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

FY26 Fixed Route Bus Estimate
RPTA Operated in the City of Chandler
PTF Funded

Funding	PTF
HASTUS	Chan

Level	Route	Miles	Gross Cost	Fare	Bus Advertising	PM	Net Costs
56	W	8,347	$ 90,670	$ (4,011)	$ (630)	$ (6,111)	$ 79,918
56	S	1,513	16,433	(727)	(114)	(1,107)	14,484
56	H	1,829	19,858	(879)	(138)	(1,339)	17,502
66	W	20,608	223,860	(9,903)	(1,555)	(15,087)	197,316
66	S	4,320	46,937	(2,076)	(326)	(3,163)	41,371
66	H	4,819	52,319	(2,316)	(364)	(3,528)	46,112
72	W	82,029	891,080	(39,419)	(6,190)	(60,053)	785,419
72	S	10,964	119,114	(5,269)	(827)	(8,027)	104,991
72	H	9,360	101,619	(4,498)	(706)	(6,852)	89,562
81	W	40,490	439,845	(19,458)	(3,055)	(29,643)	387,690
81	S	3,911	42,488	(1,879)	(295)	(2,863)	37,450
96	W	131,286	1,426,294	(63,089)	(9,906)	(96,114)	1,257,185
96	S	12,404	134,757	(5,961)	(936)	(9,081)	118,779
104	W	98,940	1,074,788	(47,546)	(7,466)	(72,434)	947,344
108	W	54,624	593,379	(26,249)	(4,122)	(39,990)	523,018
108	S	5,031	54,651	(2,417)	(380)	(3,683)	48,171
108	H	5,210	56,566	(2,504)	(393)	(3,814)	49,855
112	W	190,697	2,071,539	(91,639)	(14,389)	(139,608)	1,825,902
112	S	21,209	230,412	(10,192)	(1,600)	(15,527)	203,092
112	H	19,357	210,153	(9,302)	(1,461)	(14,171)	185,220
136	W	22,308	242,328	(10,720)	(1,683)	(16,331)	213,594
136	S	3,539	38,450	(1,701)	(267)	(2,591)	33,891
140	W	155,888	1,693,408	(74,912)	(11,763)	(114,124)	1,492,609
140	S	27,815	302,179	(13,367)	(2,099)	(20,363)	266,350
156	W	239,161	2,598,004	(114,929)	(18,046)	(175,088)	2,289,941
156	S	30,635	332,807	(14,721)	(2,312)	(22,427)	293,347
156	H	28,691	311,498	(13,788)	(2,165)	(21,005)	274,541
542	W	66,017	702,703	(31,724)	(4,981)	(48,331)	617,666
Grand Total		**1,301,000**	**$ 14,118,139**	**$ (625,195)**	**$ (98,168)**	**$ (952,455)**	**$ 12,442,321**

SCHEDULE "B" – MEMBER FUNDED FIXED ROUTE BUS SERVICE
COST ESTIMATE

For the period from July 1, 2025 through June 30, 2026, RPTA estimates Member will pay RPTA a total of **$0.00** for the provision of fixed route bus services. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budgeted amount for service. The final invoice will be due and payable within thirty (30) calendar days of the receipt of that invoice from RPTA.

FY26 Fixed Route Bus Estimate

RPTA Operated in the City of Chandler
Chandler Funded

Funding	**Chan**
HASTUS	**Chan**

None

SCHEDULE "C" PARATRANSIT SERVICE

For the period from July 1, 2025, through June 30, 2026, Member will pay RPTA a total of **$0.00** for the provision of paratransit services. This payment will be broken into monthly installments of **$0.00**, which shall be due and payable within thirty (30) calendar days of the receipt of an invoice from RPTA. IGA billings will be processed for the full fiscal year based on the above referenced installments. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

FY26 Paratransit Service
Funded by City of Chandler

	Paratransit
Trips:	
Paratransit Trips	25,000
Total Trips	25,000
Cost:	
Contractor Transportation Cost	$2,072,688
RPTA Salaries, Fringes & OHD	$149,665
Total Gross Program Cost	$2,222,353
Total Fare Revenue	($94,500)
Total Net Program Cost Before PTF	$2,127,853
PTF Balance Available	$2,660,770
PTF Applied	$2,127,853
Member City Contribution	
Paratransit Service	$0
Total Member City Contribution	**$0**

ADA certified and ADA eligible visitors

SCHEDULE "D" – RIDECHOICE SERVICE

For the period from July 1, 2025 through June 30, 2026, Member will pay RPTA a total of **$624,208.00** for the provision of ridechoice services. This payment will be broken into monthly installments of **$52,017.33,** which shall be due and payable within thirty (30) calendar days of the receipt of an invoice from RPTA. IGA billings will be processed for the full fiscal year based on the above referenced installments. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

FY26 RideChoice Service
Funded by City of Chandler

	RideChoice
Trips:	
RideChoice ADA trips	30,537
RideChoice non ADATrips	8,463
Total Trips	39,000
Cost:	
Contractor Transportation Cost	$1,263,725
RPTA Salaries, Fringes & OHD	$92,496
Total Gross Program Cost	$1,356,221
Total Fare Revenue	($140,400)
Federal Funding	($58,696)
Total Net Program Cost before PTF	$1,157,125
Cost for ADA Service	$906,029
Cost for Non-ADA Service	$251,096
PTF Balance Available	$532,917
PTF Applied	$532,917
Member City Contributions without contingency:	
RideChoice ADA Costs	$373,112
Non-ADA Costs	$251,096
Contingency	$200,000
Total Member City Contribution	$824,208

Eligible residents of Incorporated Chandler who are ADA certified and/or seniors 65 years of age or older

SCHEDULE "E" – AMERICANS WITH DISABILITIES ACT (ADA)
PUBLIC TRANSPORTATION FUNDS (PTF) AVAILABILITY

For the period July 1, 2025, to June 30, 2026, the maximum amount of Public Transportation Funds ("PTF") available to Member is **$2,660,770.00.** PTF will pay actual costs for ADA trips and other trips taken by ADA certified individuals using non-ADA service or the RideChoice program up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by Member for other ADA certified rider eligible expenses and certified by Member's Chief Financial Officer or designee. RPTA will reimburse Member within thirty (30) business days based upon availability of funds. Member may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **$2,660,770.00**

SCHEDULE "F" –ADA PLATINUM PASS PROGRAM

The ADA Platinum Pass Program is designed to encourage people with disabilities to use Valley Metro's accessible bus and light rail services rather than ADA paratransit whenever they are able to do so. The program enables any ADA paratransit eligible resident of a participating community to use an unlimited amount of bus and light rail service, using a Platinum Pass which is provided by RPTA. This program is funded entirely with regional Public Transportation Funds ("PTF"), so there is no cost to the rider or to the participating community.

Member agrees to participate in the RPTA ADA Platinum Pass Program specified in this schedule. The Platinum Pass Program allows ADA certified customers to travel on fixed-route services at no cost to the customer. PTF funds 100 percent of the fare due (reduced fare for local service; full fare for express service) and will be allocated as a regional service without allocation to the Member or subregional jurisdictional equity, if applicable. Participation in the ADA Platinum Pass Program is voluntary by Member and may be cancelled by Member by providing a ninety (90) calendar day written notice to RPTA. This program provides cost avoidance for both the participating city and the customer. Each eligible ADA certified passenger that opts to participate will receive a reduced fare ADA Platinum Pass to be used at rail fare vending machines and at bus fare boxes for the payment of fare, as defined by the Valley Metro RPTA Board approved fare policy in effect. Current fare information can be found at http://www.valleymetro.org/paying_your_fare/fare_options/.

City Council Memorandum **Government Relations & Transportation**
Policy Memo No.

Date: November 10, 2025
To: Mayor and Council
Thru: John M. Pombier, Acting City Manager
Ryan Peters, Deputy City Manager
Marge Zylla, Strategic Initiatives Director
From: Raslyn Sleet, Grants Program Manager
Subject: Resolution No. 5956 Authorizing the Submittal of an Awarded Pass-Through Gaming Tribal Revenue Sharing Grant Application to the Ak-Chin Indian Community from the Dignity Health Foundation

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5956 approving an Intergovernmental agreement between the Ak-Chin Indian Community and the City of Chandler for the distribution of a pass-through Indian gaming revenue sharing grant in the amount of $91,713.81 to Dignity Health Foundation-East Valley; and authorizing submission of a related pass-through awarded grant application to purchase four Point of Care Ultrasound (POCUS) units.

Background:

In 2002, Arizona voters passed Proposition 202, whereby the state was authorized to enter gaming compacts with individual Indian tribes in the state. The compacts allowed for expanded tribal gaming and required tribes to contribute a portion of gaming revenues to the state and its counties, cities and towns. Arizona Revised Statutes § 5-601.02 provides that 12 percent of tribal gaming proceeds pursuant to the compacts shall be contributed to cities, towns and counties for government services that benefit the general public, including public safety, mitigation of gaming impacts and promotion of commerce and economic development. The Indian tribes have different application procedures to obtain funding. Additionally, it has become a common practice for 501(c)(3) nonprofit organizations to apply to Indian tribes for funding, and for cities, towns and counties to pass through the funding to meet the requirements of state statute.

The City of Chandler has historically partnered with Indian tribes to serve as the required pass-through for grant funding applications for that are 501(c)(3) nonprofit organizations with a nexus to the City and its residents.

Discussion:

Chandler Regional Medical Center's (CRMC) Emergency Department and Level I Trauma Center provide emergency and lifesaving care to thousands of East Valley residents every year. Hospital staff rely on many types of equipment to provide this care. Upgrading and replacing old equipment with new innovations that feature increased capability is expensive; even with careful budgeting, the costs can quickly reach beyond the hospital's capabilities.

The grant request awarded by Ak-Chin Indian Community is to purchase four Point of Care Ultrasound (POCUS) units for the emergency services departments. Three of these POCUS units are specifically designed to guide the placement of peripheral IV lines (catheters), small plastic tubes inserted into the vein to deliver fluids, medications or blood products. POCUS helps nurses by providing visual guidance when inserting the tube directly into a peripheral vein. The fourth POCUS unit is more generalized. Commonly referred to as the modern day stethoscope, POCUS is a tool to evaluate patients and provide appropriate care with speed and efficiency. Its use improves clinical outcomes, procedural safety, and reduces delays in care.

This technology improves the safety and quality of care that patients receive. CRMC notes that it is necessary to replace the aging, end-of-life POCUS units currently at CRMC with newer units equipped with modern technological capabilities. CRMC notes that their Emergency Department serves more than 70,000 people every year from Chandler and the Gila River Indian Community. The CRMC Level I Trauma Center is one of thirteen in Arizona and has the ability and resources to care for the most severely injured who are transported from throughout the state. CRMC has specialized surgeons and teams of support staff to ensure any injured person can be cared for. As the East Valley's busiest Trauma Center, they take pride in our capability and dedication to healing and helping the community.

In July 2024, the first class of CRMC Graduate Medical Education (GME) Emergency Medicine residents began their rotations in CRMC Emergency Department and Trauma Center. POCUS technology is a core part of the resident physicians' training and is required by the GME accrediting body.
CRMC ultrasound leaders are committed to providing robust opportunities for their

current faculty and residents to grow their skills and bring this technology to our patients' bedsides, and to train tomorrow's physicians with this technology during their 3- to 5-year residency with Dignity Health East Valley. CRMC states that, in partnership with the Ak-Chin Indian Community, this funding will most notably increase the speed and efficiency with which they are able to evaluate patients and provide appropriate care in the hospital.

At least 90% of patients to the Emergency Room (100-150 patients per day) require IV fluids for stabilization. Twenty percent of those (30-50 patients per day) receive peripheral IV lines requiring POCUS visualization. All of CRMC current POCUS units that are used specifically for IV placement are no longer usable so they currently use other POCUS units meant to be used for diagnostic exams. This has led to much longer wait times for patients and inhibits the ability of staff to act quickly when needed.

Financial Implications:

The City, by virtue of this Resolution, is acting as a financial conduit between the Ak-Chin Indian Community and Dignity Health Foundation-East Valley, and is in no way agreeing or obligating itself to monitor or report on the expenditure of any grant funding distributed to or on behalf of Dignity Health Foundation-East Valley, guarantee the accuracy, completeness or truthfulness of the information set forth in the application materials prepared by the Dignity Health Foundation-East Valley, supervise or take any responsibility regarding the actions or activities undertaken by the Dignity Health Foundation-East Valley, or represent that Dignity Health Foundation-East Valley, either has, or does not have, other sources of funding relating to the intended use of grant funding set forth in this Resolution, including funding from grant applications made on behalf of Dignity Health Foundation-East Valley, to other Indian tribes. The City has up to 10 days to send the funds once received.

Attachments

Dignity Health Ak-CHIN Resolution

Dignity Health AK-CHIN IGA

Dignity Ak-Chin Awarded Application

RESOLUTION NO. 5956

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE AK-CHIN INDIAN COMMUNITY AND THE CITY OF CHANDLER FOR THE DISTRIBUTION OF A PASS-THROUGH INDIAN GAMING REVENUE SHARING GRANT IN THE AMOUNT OF $91,713.81 TO DIGNITY HEALTH FOUNDATION – EAST VALLEY.

WHEREAS, pursuant to A.R.S. § 5-601.02, Indian tribes entering a tribal-state gaming compact shall contribute monies to "… cities, towns and counties … for government services that benefit the general public, including public safety, mitigation of impacts of gaming, and promotion of commerce and economic development"; and

WHEREAS, Indian tribes entering a tribal-state gaming compact have various grant application procedures for evaluating which cities, towns, and counties, and which government services, will receive gaming revenue sharing contributions pursuant to A.R.S. § 5-601.02; and

WHEREAS, Dignity Health Foundation – East Valley ("Dignity Health"), an Arizona 501(c)(3) nonprofit corporation, submitted an application for an Indian gaming revenue sharing grant to the Ak-Chin Indian Community and in return received written confirmation of award approval in the amount of $91,713.81 for the purpose of Point of Care Ultrasound Equipment Purchase, as further described in the application materials prepared by Dignity Health, which are incorporated by reference; and

WHEREAS, the Ak-Chin Indian Community requests that the City enter into an intergovernmental agreement to govern the payment and distribution of the pass-through Indian gaming revenue sharing grant in the amount of $91,713.81 to Dignity Health.

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

Section 1. Approving the Intergovernmental Agreement (IGA) between the Ak-Chin Indian Community and the City of Chandler in the form attached as Exhibit "A" and authorizing the Mayor or his designee to execute the IGA on behalf of the City of Chandler.

Section 2. Authorizing the submission of the Dignity Health Foundation – East Valley grant application materials to the Salt River Pima Maricopa Indian Community for a pass-through Indian gaming revenue sharing grant.

Section 3. Authorizing acceptance of the grant on behalf of Dignity Health in the amount of $91,713.81 or any other lesser or greater amount awarded and directing City staff to mail a check to Dignity Health within ten (10) days of the City's receipt of any grant funds from the Ak-Chin Indian Community pursuant to a grant application submitted on behalf of Dignity Health, covering one hundred percent (100%) of

the funds received.

Section 4. The City, by virtue of this Resolution, is simply acting as a financial conduit between the Ak-Chin Indian Community and Dignity Health, and is in no way:

a. Agreeing or obligating itself to monitor or report on the expenditure of any grant funding distributed to or on behalf of Dignity Health; or

b. Guaranteeing or warranting the accuracy, completeness, or truthfulness of the information set forth in the application materials prepared by Dignity Health; or

c. Supervising or taking any responsibility regarding the actions or activities undertaken by Dignity Health; or

d. Representing that Dignity Health either has, or does not have, other sources of funding relating to the intended use of grant funding set forth in this Resolution, including funding from grant applications made on behalf of Dignity Health to other Indian tribes.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of November, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5956 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of November, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Grant No: 25-05

Fiscal Agent/Grant Agreement
Among
Ak-Chin Indian Community
and
City of Chandler
and
Dignity Health

This Fiscal Agent/ Grant Agreement ("Agreement") is entered into by and among the Ak-Chin Indian Community ("Community"), a federally recognized Indian tribe having its principal place of business at 42507 W. Peters and Nall Road, Maricopa, Arizona 85138, the City of Chandler ("Municipality"), a city incorporated under the laws of the State of Arizona having its principal place of business at Chandler City Hall, 175 S. Arizona Avenue, Chandler, Arizona 85225 and (and for the benefit of) the Dignity Health Foundation – East Valley ("Grantee"), a non-profit organization having its office located at 1727 W. Frye Road, Suite 230, Chandler, Arizona 85224.

RECITALS

WHEREAS, pursuant to Article IV, Section (b) of the Constitution of the Ak-Chin Indian Community, the Community Council is authorized to "negotiate and enter into contracts with federal, state, local and tribal governments, and with individuals, associations, corporations, enterprises, or organizations"; and

WHEREAS, the Municipality is a city government that is eligible to receive distributions of monies (*i.e.,* the grant funding provided in Article IV below) pursuant to A.R.S. 5-601.02, which is willing to act as a fiscal agent for the Grantee and accept, on behalf of the Grantee, grant funding offered to the Grantee; and

WHEREAS, the Grantee is a non-profit organization that, pursuant to its Articles of Organization, can enter into agreements, such as this Agreement, and accept grant funding thereunder; and

WHEREAS, pursuant to Section 12 of the Tribal/State Gaming Compact between the Community and the State of Arizona ("Compact"), in exchange for substantial exclusivity covenants by the State, the Community agreed to contribute a portion of its annual gaming revenues for regulatory costs and other public benefits; and

WHEREAS, pursuant to Compact Section 12(d), instead of making a deposit to the State, the Community may award up to 12% of its annual contribution ("12% Contribution") directly to cities, towns, or counties of the Community's choosing, for services that benefit the general public; and

WHEREAS, non-profit organizations, which provide a service for the general public, may also benefit from 12% Contribution funds provided that a city, town, or county will (1) accept the funding on behalf of the non-profit organization's behalf and (2) provide that funding to the non-profit, thereby acting in the capacity as a fiscal agent for the non-profit; and

WHEREAS, the Grantee is a non-profit organization and has made arrangements with the Municipality whereby the Municipality has agreed to accept a grant on behalf of the Grantee and act as a fiscal agent so that the Grantee may receive a 12% Contribution; and

WHEREAS, the Grantee submitted an application ("Application") to the Community for a grant from the 12% Contribution ("Grant") which, among other things, included assurances that the Municipality would work with the Grantee for the purpose of obtaining the Grant funding; and

WHEREAS, the Community desires to award a 12% Contribution Grant to the Grantee for the exclusive purpose of supporting select expenditures and tasks of the project proposed in the Application ("Project"), which the Grantee wishes to accept.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Community hereby agrees to make, and the Grantee agrees to accept, with the Municipality acting as the fiscal agent, the Grant, subject to the following terms and conditions:

ARTICLE I - GENERAL PROVISIONS

1.1 Contents of Agreement. The agreement between the parties will consist of this Agreement and the Grantee's Application ("Application," as defined further in Section 1.2), which (a) was signed by the Grantee on April 14, 2025 (and approved by the Municipality on April 25, 2025), and (b) seeks funding for the Project ("Project" is defined below in Section 1.2), that the Grantee submitted to the Community for consideration in awarding this Grant and which is attached hereto and incorporated herein by this reference as Attachment "A."

1.2 General Definitions. Unless otherwise provided herein, when used in this Agreement:

(a) "Application" means the application submitted by the Grantee, which is attached hereto and incorporated herein as Attachment "A" and which includes the following: (1) the Ak-Chin Indian Community Grant Cover Sheet, (2) the narrative submitted by the Grantee, (3) the resolution (Resolution No. 5908 dated June 12, 2025) showing that the Municipality has agreed to accept funding on behalf of the Grantee, (4) any and all attachments to the Application (including, but not limited to, proof of tax-exempt status), and (5) any and all other documents submitted to the

Community by the Grantee or the Municipality related to the Grantee's Application and submitted in consideration for receiving a Grant.

(b) "Fiscal agent" means the Municipality, under an agency relationship, which has agreed, and is authorized by the Grantee, to conduct only the following transactions: (1) accepting the Community's 12% Contribution Grant funding on behalf of Grantee and (2) promptly disbursing the Community's 12% Contribution Grant funding to Grantee. Municipality shall make every effort to disburse the funding to the Grantee within thirty (30) days from the date on which the Municipality receives the Grant funding from the Community.

(c) "Grant" means funding awarded by the Community as a part of the Community's 12% Contribution.

(d) "Project" means the "Point of Care Ultrasound Equipment Purchase described by the Grantee in its Application.

ARTICLE II - TERM

2.1 The term of this Agreement ("Term") will commence upon the effective date ("Effective Date") which shall be the later of either 1) the date this Agreement is fully executed by all parties or 2) January 1, 2026.

2.2 Unless otherwise terminated in accordance with the Article IX below or extended upon the approval of the Community, which such approval may be given in the form of a Community resolution, without requiring further written amendment of this Agreement, the Term of this Agreement will expire on occurrence of the first of either: (a) one (1) calendar year from the Effective Date; or (b) the date upon which (i) the Project proposed in the Application (which is more fully described in Article III of this Agreement) is completed and (ii) the Community receives the Grantee's final report, as described more fully in Article X below.

ARTICLE III - SCOPE

The Grantee has overall responsibility for managing the grant funding provided by the Community for the benefit of the Project in accordance with the terms and conditions set forth in this Agreement including all attachments hereto. Further, the Grantee has overall responsibility for the timely completion of the Project proposed in the Application in accordance with the terms and conditions set forth in this Agreement. The Grantee agrees and shall use the Grant exclusively for the Project as detailed in the Application unless otherwise approved by the Community, which such approval may be given in the form of a Community resolution, without requiring further written amendment of this Agreement. Beyond acting as a fiscal agent and accepting Grant funding on behalf of the Grantee, the Municipality assumes no responsibility for participating in the Project,

supporting the Grantee, or ensuring that the Grantee fulfills all obligations under this Agreement.

ARTICLE IV - AMOUNT AND AUTHORIZED USES OF GRANT FUNDS

4.1 In consideration of the various obligations undertaken by the Grantee pursuant to this Agreement, as represented by the Grantee in the Application proposing the Project, the Community agrees, subject to the terms and conditions set forth herein, to provide the Grantee with a Grant in the minimum amount of NINETY-ONE THOUSAND SEVEN HUNDRED THIRTEEN DOLLARS AND EIGHTY-ONE CENTS ($91,713.81), or any other greater amount awarded by the Community Council by resolution without requiring further amendment to this Agreement, which is one-time funding, the funding for which shall be accepted by the Municipality on behalf of the Grantee.

4.2 The Grantee will use the Grant exclusively for the Project represented in the Application EXCEPT salaries and wages, but which may include costs attributable to and arising from providing those services and activities that are part of the Project. The Grantee bears the responsibility for monitoring and ensuring that the funding is used for only those purposes, services, and activities included in Attachment A.

4.3 The Grant made under this Agreement has been awarded in reliance upon the Grantee's proposal in the Application, including certain representations made by the Grantee regarding the Grantee's arrangement with the Municipality to act as Grantee's fiscal agent regarding Grant fund acceptance. Any material change in the term or scope of the Project must first be approved by the Municipality in writing prior to submitting such request to the Community; then, such a request must be presented to the Community for written approval of the Community, which may be given in the form of a Community Resolution without requiring further written amendment of this Agreement.

4.4 The Grantee must notify the Community if the relationship between the Grantee and the Municipality changes in such a manner that the Municipality is no longer willing to collaborate with the Grantee and act as a fiscal agent for the Grantee.

4.5 The Community reserves the right to terminate this Agreement, pursuant to Article IX, if either the Grantee or the Municipality fails to fulfill its respective obligations under this Agreement or if the Project changes in a material way.

4.6 Title to any property, both real and personal, purchased with this Grant shall be taken in the name of the Grantee; provided that, if the Grantee fails to fulfill its obligations under this Agreement during the Term of the Agreement, the property shall be returned to the Community for contribution to another eligible recipient. The Municipality may choose to act, but is not required to so act, as a purchasing agent for the Grantee; provided that any property purchased with Grant funding shall become the property of the Grantee, subject to the limitations provided in this Article IV, Section 4.6. At the conclusion of the Term, the Community will not retain any rights or interests in any property purchased with this Grant.

4.7 Unless otherwise stipulated in writing, this Grant is made with the understanding that the Community has no obligation to provide the Grantee with any other funding or support except the amount granted in Article IV, Section 4.1 herein.

ARTICLE V - DISBURSEMENT OF GRANT

5.1 Upon the Community's receipt of a fully executed copy of this Agreement and a copy of the Municipality's W-9, the Community will arrange to issue to the Municipality Grant funding in the amount set forth in Article IV, Section 4.1. Unless otherwise requested by the Municipality, the Grant funding will be sent via FedEx or other express mail service to the Municipality at the address provided in Article XII, Section 12.2, below.

5.2 Upon receipt of the Grant funding, the Municipality will follow its own internal administration and processing policies to accept and subsequently provide the funding to the Grantee; provided that such administration and processing period shall not take more than three (3) months from the date on which the Municipality receives funding from the Community. The Municipality may not charge the Grantee or the Community any administration, management, or other fee for acting as the fiscal agent.

ARTICLE VI – MUNICIPALITY'S REPRESENTATIONS, WARRANTIES, AND SPECIFIC OBLIGATIONS

6.1 By executing this Agreement, the Municipality represents and warrants that:

(a) All resolutions or other formalities necessary to authorize the execution and delivery of this Agreement by the person executing this Agreement on behalf of the Municipality have been fully adopted, passed, or enacted by the Municipality's governing body.

(b) This Agreement is valid and legally binding upon the Municipality and has been executed and delivered by the Municipality in such manner and form as to comply with all laws, regulations, and policies applicable to the Municipality.

(c) The Municipality will not assess any fee, tax, or other charge upon either the Grantee or the Community in relation to this Agreement or any administrative or management obligation arising hereunder.

(d) Upon receipt of the Grant from the Community, the Municipality will act as promptly as possible to provide the Grant funding to the Grantee; provided that, the Municipality shall provide the Grant funding to the Grantee within three (3) months of receiving the funding from the Community.

6.2 The Municipality acknowledges that nothing contained in this Agreement, nor any act of the Community, the Municipality, or the Grantee, will be deemed or construed to create any principal and agency, partnership, joint venture, or other similar association or relationship among the Community and the Municipality or the Grantee.

ARTICLE VII – GRANTEE'S REPRESENTATIONS, WARRANTIES, AND SPECIFIC OBLIGATIONS

7.1 By executing this Agreement, the Grantee represents and warrants that:

(a) The Grantee is duly organized and validly existing under Arizona law, is exempt from federal income taxes under Section 501(c) (3) of the Internal Revenue Code (or some other applicable provision) and has all requisite power and authority to enter into this Grant Agreement and accept this Grant funding.

(b) This Agreement is valid and legally binding upon the Grantee and has been executed and delivered by the Grantee in such a manner and form as to comply with all applicable bylaws or organizational documents of the Grantee.

(c) There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed to exist by the Grantee, which: (i) questions the legal status of the Grantee or its authority, including the Grantee's or its officers' ability to enter into and validly execute this Agreement; or (ii) is likely to result in any material adverse change in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the Grantee which would materially and substantially impair the Grantee's ability to manage funding or to perform any of the obligations imposed upon the Grantee by this Agreement.

(d) The representations, statements, and other matters contained in this Agreement and Attachment A are true and complete and are not misleading in any material respect. The Grantee is aware of no change that would require any modification to the approved Application as of the date of execution of this Agreement.

(e) The Grantee will comply with all applicable federal, state, and local laws in carrying out its obligations under this Agreement.

7.2 The Grantee acknowledges that nothing contained in this Agreement, nor any act of the Community, the Municipality, or the Grantee, will be deemed or construed to create any principal and agency, partnership, or joint venture, or other similar association or relationship between the Community and the Grantee.

ARTICLE VIII - DEFAULTS AND REMEDIES

8.1 The Grantee will be considered in default if the Grantee either: (a) uses Grant funds for any purpose other than activities related to the Project, or (b) fails to perform its obligations agreed to in this Agreement.

8.2 If the Community has reason to believe that the Grantee has defaulted on any obligations under this Agreement, the Community will issue a Notice of Default ("Default Notice") to the Grantee with a copy to the Municipality. No later than thirty (30) calendar

days after the Grantee's receipt of the Default Notice, the Grantee, shall deliver all reports, records, and accountings sufficiently necessary to provide the Community with the current status of the Project, including but not limited to information documenting the Grantee's use of the grant funding.

8.3 Upon the occurrence of any default, the Community may take appropriate action to recapture the Grant funding. For purposes of this Section, " appropriate action" means any remedial action legally available, including, without limitation, (a) terminating the Agreement, (b) suits for declaratory judgment, specific performance, or temporary or permanent injunctions, and (c) and any other available remedy.

8.4 The Community may terminate this Agreement if the Community determines that the Grantee has defaulted on any of its obligations under this Agreement. Prior to terminating the Agreement, the Community will provide written Default Notice to the Grantee and the Grantee has thirty (30) calendar days to either: (a) commence performing as required under the Agreement, which must be proven through documentation showing progress; or (b) provide the Community with reports and other evidence refuting the allegation of default. If the Grantee does not provide evidence of progress to the Community's satisfaction, the Community may terminate this Agreement. If this Agreement is terminated by the Community, the Grantee shall return to the Community all Grant funding and/or any property purchased with the Grant funding.

8.5 The Municipality will be deemed in default if the Municipality has not provided the Grant funding to the Grantee within three (3) months after accepting Grant funding from the Community.

8.6 A court of competent jurisdiction shall have jurisdiction over disputes arising under this Agreement.

ARTICLE IX - TERMINATION OF AGREEMENT

9.1 The Grantee may terminate this Agreement at any time during the Term by providing thirty (30) calendar days' written notice to the Community and the Municipality and returning **ALL** Grant funding to the Community.

9.2 The Municipality may terminate this Agreement before accepting any Grant funding from the Community. After the Municipality has accepted funding from the Community, the Municipality may only terminate this Agreement if the Municipality has not yet provided the Grant funding to the Grantee. The Municipality must immediately provide written notice of any decision to terminate this Agreement to the Community and the Grantee and must return **ALL** Grant funding received to the Community with the notice of termination.

9.3 The Community may terminate this Agreement if the Community determines that either Grantee or the Municipality has defaulted on its respective obligations agreed upon herein, as explained in Article VIII.

9.4 The Community's rights and remedies will survive termination of the Agreement.

ARTICLE X - CERTIFICATIONS BY GRANTEE

In signing this Agreement, the Grantee certifies that:

(a) All of the representations and warranties of the Grantee as set forth in this Agreement and the Application are valid and true; and

(b) The Grant funds awarded will be used for costs actually incurred or to be incurred in fulfillment of the obligations agreed to in this Agreement; and

(c) The payment requested does not duplicate a payment or reimbursement of costs and services received from any other source.

ARTICLE XI - REPORTS

11.1 During the term of this Agreement, the Grantee must submit progress reports that summarize the expenditures made and provide updates on the general status of the Project no later than thirty (30) calendar days after:

(a) The first six (6) months of the Term; and

(b) Completion of the Project or the end of the Agreement Term, whichever occurs first. If a Grant was awarded to make a purchase, the date of delivery of all items shall be deemed completion of the Project.

11.2 Upon request by the Community, the Grantee shall provide promptly such additional information, reports, and documents as the Community may request.

ARTICLE XII - MISCELLANEOUS

12.1 All amendments, notices, requests, and disclosures of any kind made pursuant to this Agreement shall be in writing unless otherwise provided for in this Agreement.

12.2 Any communication will be deemed effective as of the date such communication is received by the addressee, return receipt requested, delivered to the following primary address listed for each party:

If to the Community: PRIMARY ADDRESS CC:	 Ak-Chin Indian Community ATTN: Council Executive Secretary 42507 W. Peters and Nall Rd. Maricopa, Arizona 85138 Strickland & Strickland, P.C. ATTN: Ak-Chin Indian Community General Counsel 4400 E. Broadway, Suite 700 Tucson, Arizona 85711
If to the Grantee: PRIMARY ADDRESS	 Dignity Health Foundation – East Valley ATTN: Laurel Vetsch 1727 W. Frye Road, Suite 230 Chandler, Arizona 85224
If to the Municipality: PRIMARY ADDRESS	 City of Chandler ATTN: Dawn Lang, Deputy City Manager/CFO 175 S. Arizona Ave., 5TH FLOOR Chandler, Arizona 85225

12.3 This Agreement, including any right, benefit, or obligation arising hereunder, may not be transferred or assigned without the prior written approval of the Community. Notice of any assignment approved by the Community must be provided to all other parties by the party requesting the assignment.

12.4 No delay or omission of the Community in exercising any right or remedy available under this Agreement will impair any such right or remedy, or constitute a waiver of any default, or an acquiescence thereto.

12.5 The invalidity of any provision of this Agreement will not affect the validity of the remaining provisions hereof.

12.6 This Agreement, and any attachments or incorporated documents, constitutes the entire agreement between the Community, the Municipality, and the Grantee, and supersedes all prior oral and written agreements between the parties hereto with respect to this Grant. Notwithstanding the provisions of Article I, Section 1.1 of this Agreement, in the event of any inconsistency between the provisions of this Agreement and anything contained in Attachment A, the provisions of this Agreement will prevail.

12.7 This Agreement may be executed in any number of counterparts. All such counterparts will be deemed to be originals and together will constitute but one and the same instrument.

12.8 Upon the Community's prior written approval, the Grantee is permitted to issue press releases and host other publicity events highlighting the Grant from the Community.

12.9 The Community reserves and has the exclusive right to waive any requirement or provision under this Agreement; provided that, no act, by or on behalf of the Community, will be deemed or construed to be a waiver of any such requirement or provision, unless the same be in writing expressly stated to constitute such waiver.

12.10 Notwithstanding any other provision herein to the contrary, nothing in this Agreement shall be deemed a waiver of any party's applicable sovereign immunity. The Community and the Municipality shall have no liability for any of the Grantee's actions under or pursuant to this Agreement. The Grantee agrees to be responsible for liabilities arising from all claims, damages, or suits arising from the negligence or willful misconduct of its officers, agents, and employees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective, duly authorized representatives, as of the day and year written below.

[THIS SPACE INTENTIONALLY BLANK – SIGNATURES ON NEXT PAGE]

COMMUNITY:
AK-CHIN INDIAN COMMUNITY

_____ ___/___/___
Gabriel L. Lopez (Date)
Chairman

MUNICIPALITY:
CITY OF CHANDLER

_____ ___/___/___
Dawn Lang (Date)
Deputy City Manager

ATTEST:

_____ ___/___/___
Dana DeLong (Date)
City Clerk

APPROVED AS TO FORM:

_____ ___/___/___
Kelly Schwab (Date)
City Attorney

GRANTEE:
DIGNITY HEALTH FOUNDATION
- EAST VALLEY

_____ ___/___/___
Kevin Hartke (Date)
President, Dignity Health Foundation - East Valley

ATTEST:

_____ ___/___/___
Laurel Vetsch (Date)
Director, Dignity Health Foundation – East Valley

2025 Ak-Chin Indian Community Grant Application Cover Sheet

Name of Applicant: Dignity Health Foundation – East Valley	Applicant is a: ☐ City/Town/County (circle) X Other Non-profit
Mayor/Supervisor/Chairman/President: Kevin Hartke, Mayor	
Contact Person and Title: Laurel Vetsch, Director, Grants	
Applicant Address (administrative office): Dignity Health: 1727 W. Frye Road, Suite 230	
City: Chandler, AZ	Zip Code: 85224
Applicant Mailing Address (if different): N/A	
City:	Zip Code:
Phone Number: 480-728-3130	Fax Number: 480-728-3945
E-mail Address: laurel.vetsch@commonspirit.org	
Fiscal Agent for any Applicant that is not a City, Town, or County (*Special Taxing Districts/Fire Districts must have a Fiscal Agent)*	
Contact Person: Dawn Lang, Deputy City Manager/CFO	
City/Town/County Mailing Address: City of Chandler, Communications and Public Affairs, 175 S. Arizona Ave., 5th Floor	
City: Chandler, AZ	Zip Code: 85225
Phone Number: 480-782-2000	Fax Number:
E-mail Address: dawn.lang@chandleraz.gov	

Program or Project Point of Care Ultrasound Equipment Purchase
Purpose (Check all that apply) ☐ education ☐ public safety X health ☐ environment ☐ promotion of commerce ☐ economic and community development
Purpose of Grant (brief statement): Our request is to purchase four Point of Care Ultrasound (POCUS) units
For Chandler Regional's Emergency Room and Trauma Center. Three of the units are to guide placement of
Peripheral IV lines in emergency patients and one is for general diagnostics for emergency patients.
Beginning and Ending Date of Program or Project: October 1, 2025 – September 30, 2026
Amount Requested: $146,879 Total Cost: $146,879
Geographic Area Served: East Valley (Chandler, Gilbert, Maricopa, GRIC, Ak-Chin, Mesa, Queen Creek)
Target Audience: Chandler Regional Medical Center Emergency Room and Trauma Center patients.

By the execution of this Grant Application the undersigned agrees that the information contained in this Application is true, to the best of the Applicant's knowledge. The Applicant shall notify the Community if any information in this Application changes.

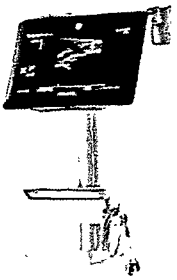
Signature:
For the Applicant: Laurel Vetsch Date: 4/14/2025

Typed/Printed Name and Title: Laurel Vetsch, Grant Director

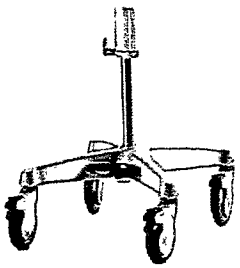
For the Fiscal Agent: Dawn Lang Date: 4-25-25
(If applicable)
Typed/Printed Name and Title: Dawn Lang, Deputy City Manager, CFO

Dignity Health Foundation – East Valley
Point of Care Ultrasound Grant Narrative

Describe the proposed program, project or purchase

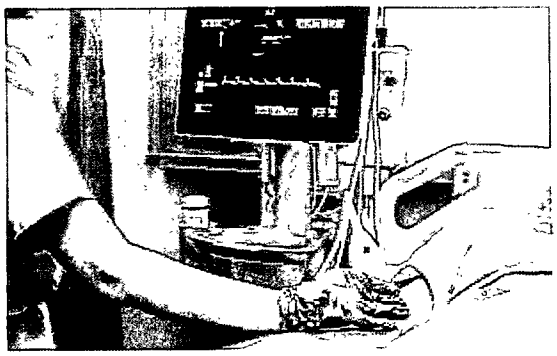


Chandler Regional Medical Center's (CRMC) Emergency Department and Level I Trauma Center provide emergency and lifesaving care to thousands of East Valley residents every year. Hospital staff rely on many types of equipment to provide this excellent care. Constantly upgrading and replacing old equipment with new innovations that feature increased capability is very expensive; even with careful budgeting, the costs can quickly reach beyond the hospital's capabilities.



We are requesting $146,879 From Ak-Chin Indian Community to purchase four Point of Care Ultrasound (POCUS) units for our emergency services departments. Three of these POCUS units are specifically designed to guide placement of peripheral IV lines (catheters), small plastic tubes inserted into the vein to deliver fluids, medications or blood products. POCUS helps our nurses by providing visual guidance when inserting the tube directly into a peripheral vein.

The fourth POCUS unit is more generalized. Commonly referred to as the modern day stethoscope, POCUS is a tool to evaluate patients and provide appropriate care with speed and efficiency. Its use improves clinical outcomes, procedural safety, and reduces delays in care.



This technology improves the safety and quality of care our patients receive. We must replace the aging, end-of-life POCUS units that we currently have at CRMC with newer units equipped with modern technological capabilities. These particular models are the least expensive options that have features in place to ensure our patients are safe while ensuring ease of use throughout our fast-paced environment.

In July 2024, our first class of Graduate Medical Education (GME) Emergency Medicine residents began their rotations in CRMC Emergency Department and Trauma Center. POCUS technology is a core part of our resident physicians' training and is required by the GME accrediting body. Our ultrasound leaders are committed to providing robust opportunities for our current faculty and residents to grow their skills and bring this technology to our patients' bedsides, and to train tomorrow's physicians with this technology during their 3- to 5-year residency with Dignity Health East Valley.

Bringing this vision to reality, in partnership with the Ak-Chin Indian Community, will most notably increase the speed and efficiency with which we are able to evaluate patients and provide appropriate care in the hospital.

Identify the target population that will be served by the Project. (Who will benefit? How many will be served? Is there a targeted geographic location?

CRMC Emergency Department serves more than 70,000 people every year from Chandler, Gilbert, Maricopa, Mesa, Queen Creek, Apache Junction, San Tan Valley, and the Ak-Chin and Gila River Indian Communities. Our Level I Trauma Center is one of thirteen in Arizona and has the ability and resources to care for the most severely injured who are transported here from throughout the state. We have specialized surgeons and teams of support staff to ensure any injured person can be cared for. As the East Valley's busiest Trauma Center, we take pride in our capability and dedication to healing and helping the community.

At least 90% of patients to the Emergency Room (100-150 patients per day) require IV fluids for stabilization. Twenty percent of those (30-50 patients per day) receive peripheral IV lines requiring POCUS visualization. All of our current POCUS units that are used specifically for IV placement are no longer usable so we currently use other POCUS units meant to be used for diagnostic exams. This has led to much longer wait times for patients and inhibits the ability of staff to act quickly when needed.

Our Physician Training program trains residents at Dignity Health hospitals in the East Valley that benefit the general public in the surrounding areas. Adding our emergency residents this year increased our staff, enhancing response times, but our equipment needs have not kept pace with these increases. We need to keep up with the growth and capacity of these learners and provide the current technology they will need to use in their own practices in the future.

Describe the Project goals and objectives and outline a plan to meet these goals.

Project Goal. To provide the East Valley community with state-of-the-art emergency intravenous imaging and diagnostic services.

Objectives. Our objectives are the following:

1. Purchase POCUS equipment necessary to provide efficient emergency services.
2. Offer compassionate, expedited care to complex, high acuity patients with comfort and kindness when it is needed without delay.
3. Provide learning opportunities for our Graduate Medical Education Emergency Medicine residents.

Implementation Plan

Activity	**Roles Responsible**
Purchase equipment, including the POCUS units, accompanying probes, and wheeled delivery carts	VP Operations, Manager of Nursing, Emergency Services
Install equipment	IT Installation
Coordinate staff training	Manager of Nursing, Emergency Services
Develop policies and procedures for use of the new equipment	Manager of Nursing, Emergency Services
Begin patient treatment	Emergency Room staff
Continue physician education	Emergency Medicine faculty leaders and mentors

Provide a timetable for implementation of the Project.

As soon as funding is received, we will commit to begin the purchase process of these four POCUS devices, along with the required accessories. Devices may be delivered up to two months after order and purchase and then go through the installation and testing phase within the hospital.

Identify current funding sources for the Project and characterize each funding source listed as either a one-time-only or long-term funding source.

Limited capital funds made available by CommonSpirit Health for replacement equipment were not sufficient due to the financial strains being experienced by our organization currently, and therefore no funds were available for POCUS upgrades. Our foundation continues to raise funds for these items, but currently have no other funders.

Identify other organizations or partners that are participating in or contributing to the Project, but which are not funding sources, and describe their roles or contributions.

There are no additional partners on this project other than GE Healthcare, the company we will purchase the units from.

Define the Project as a new or continuing project or a purchase. Provide information about how the Project will be sustained or the purchase will be maintained after the grant funding is exhausted.

This is a purchase. Each of the units will have a regular maintenance schedule as prescribed by the vendor and hospital regulations. Each device will have a usable lifespan of at least 7-10 years.

Pending requests made within the last eighteen (18) months and funded requests made in the last five (5) years.

Pending and unsuccessful requests within the last eighteen months include:

- Gila River Indian Community - $268,264 for Graduate Medical Education equipment (pending)

Funded requests in the last five years include:

- Ak-Chin Indian Community - $120,505 awarded for point of care ultrasound equipment in 2023-2024.
- Ak-Chin Indian Community - $199,782 awarded for GME construction in 2022-2023.
- Ak-Chin Indian Community - $242,283 awarded for tower construction at Chandler Regional Medical Center in 2020-2021.
- Salt River Pima-Maricopa Indian Community - $200,000 awarded for children's dental services and $150,000 for medications for the uninsured in 2021-2024.

BUDGET

Equipment		
3 GE Healthcare Venue Fit Ultrasound units	$91,902	3 Venue Fit R5 Standard ($65,427) 3 L420t-RS Probe Collector ($22,500) 3 Venue Fit Carts ($3,975)
GE Healthcare Venue Go	$54,977	1 Venue Go Premier ($36,271) 3 Probes ($16,873) 1 Venue Go Cart ($1,833)
TOTAL REQUESTED	**$146,879**	

GE HealthCare

February 28, 2025
Quote Number: **2010885474.7**
Customer ID: **1-23NNL5**
Quotation Expiration Date: **05/29/2025**

ENSURE REQUISITION/PURCHASE ORDER IS ISSUED TO:
GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC
Tax ID (92-0192942)

Dignity Community Care dba Chandler Regional Medical Center
1955 W Frye Rd
Chandler, AZ 85224-6282

This Agreement (as defined below) is by and between the Customer and the GE HealthCare business ("GE HealthCare"), each as identified below for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is this Quotation (including line/catalog details included herein) and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE HealthCare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation.

GE HealthCare can withdraw this Quotation at any time before Customer: (i) signs and returns this Quotation or (ii) provides evidence of Quotation acceptance satisfactory to GE HealthCare ("Quotation Acceptance"). On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Products and/or Services identified in Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted this in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE HealthCare's prior written consent.

Handwritten or electronic modifications on this Agreement (except an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.

Governing Agreement:	CommonSpirit DH-CE-136 - PoC U/S
Discount Tier	
Terms of Delivery	FOB Destination
Billing Terms	0% Down, 40% Delivery, 40% Installation, 20% Clinical Acceptance
Payment Terms	Net Due in 45 Days
Sales and Use Tax Exemption	Certificate on File
Total Quote Net Selling Price	$91,902.00

IMPORTANT CUSTOMER ACTIONS:
Please select your planned source of funds. Source of funds is assumed to be cash unless you choose another option. Once equipment has been shipped, source of funds changes cannot be allowed.

__ Cash

__ GE HFS Loan __ GE HFS Lease

__ Other Financing Loan __ Other Financing Lease Provide Finance Company Name _____

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below.

Dignity Community Care dba Chandler Regional Medical Center

Signature: _____

Print Name: _____

Title: _____

Date: _____

_____
Purchase Order Number, if applicable

GE HealthCare

Signature: Jen Yost

Title: Lead Sales Specialist - Sales

Date: February 28, 2025

GE HealthCare

February 28, 2025
Quote Number: **2010885474.7**
Customer ID: **1-23NNL5**
Quotation Expiration Date: **05/29/2025**

Document Instructions

Please sign and return this quotation together with any Purchase Order(s) to:

Name: Jen Yost
Email: jennifer.yost@gehealthcare.com
Phone: 480-228-0593
Fax:

Payment Instructions

Please **remit** payment for invoices associated with this quotation to:

GE Medical Systems
Ultrasound Primary Care Diagnostics, LLC
P.O. Box 74008831
Chicago, IL 60674-8831

FEIN -92-0192942

Dignity Community Care dba Chandler Regional Medical Center

Addresses:

Bill To:	CHANDLER REGIONAL MEDICAL CENTER	CHANDLER REGIONAL HOSPITAL, 1955 W FRYE RD CHANDLER,AZ,85224-6282
Ship To:	CHANDLER REGIONAL MEDICAL CENTER	CHANDLER REGIONAL HOSPITAL, 1955 W FRYE RD CHANDLER,AZ,85224-6282

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- Source of Funds (choice of Cash/Third Party Loan or GE HFS Lease Loan or Third Party Lease through _____), must be indicated, which may be done on the Quote Signature Page (for signed quotes), or the Purchase Order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE HealthCare).
- If your purchasing process requires a purchase order, please make sure it includes:
  - The correct Quote number and Version number above
  - The correct Remit To information as indicated in "Payment Instructions" above
  - Your correct SHIP TO and BILL TO site name and address
  - The correct Total Price as indicated above

Evidence of the agreement to contract terms. Either: (a) the quotation signature filled out with signature and P.O. number; or (b) Verbiage on the purchase order stating one of the following:
(i) "Per the terms of Quotation # _____";
(ii) "Per the terms of GPO # _____";
(iii) "Per the terms of MPA# _____"; or
(iv) "Per the terms of SAA # _____.

GE HealthCare Confidential and Proprietary

GE HealthCare

February 28, 2025
Quote Number: **2010885474.7**
Customer ID: **1-23NNL5**
Quotation Expiration Date: **05/29/2025**

Catalog Item Details

Line	Qty.	Catalog			
1.	3.00	H8044VS	Venue Fit R5 Standard		
List Price		Discount	Extended List Price		Net Price
$43,618.00		50.00%	$130,854.00		$65,427.00

Line	Qty.	Catalog			
2.	3.00	H48062AJ	L4-20t-RS		
List Price		Discount	Extended List Price		Net Price
$15,000.00		50.00%	$45,000.00		$22,500.00

Line	Qty.	Catalog			
3.	3.00	H45303VFC	Venue Fit Cart (basic Cart BOU)		
List Price		Discount	Extended List Price		Net Price
$2,650.00		50.00%	$7,950.00		$3,975.00

Total Quote List Price:	***$183,804.00***
Total Quote Discount:	***50.00%***
Total Quote Subtotal:	***$91,902.00***

Total Quote Net Selling Price: ***$91,902.00***

ENSURE REQUISITION/PURCHASE ORDER IS ISSUED TO:
GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC
Tax ID (92-0192942)

If applicable, for more information on this devices' operating system, please visit GE HealthCare's product security portal at: https://securityupdate.gehealthcare.com/en/products

Governing Agreement Reference Information

Customer:	Dignity Community Care dba Chandler Regional Medical Center
Contract Number:	CommonSpirit DH-CE-136 - PoC U/S
Billing Terms:	0% Down, 40% Delivery, 40% Installation, 20% Clinical Acceptance
Payment Terms:	Net Due in 45 Days
Shipping Terms	FOB DESTINATION

Offer subject to the Terms and Conditions of the applicable Governing Agreement currently in effect between GE HealthCare and CommonSpirit DH-CE-136 - PoC U/S

If applicable, for more information on this devices' operating system, please visit GE HealthCare's product security portal at: https://securityupdate.gehealthcare.com/en/products

GE HealthCare

April 3, 2025
Quote Number: **2011718211.2**
Customer ID: **1-23NNL5**
Quotation Expiration Date: **07/02/2025**

ENSURE REQUISITION/PURCHASE ORDER IS ISSUED TO:
GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC
Tax ID (92-0192942)

Dignity Community Care dba Chandler Regional Medical Center
1955 W Frye Rd
Chandler, AZ 85224-6282

This Agreement (as defined below) is by and between the Customer and the GE HealthCare business ("GE HealthCare"), each as identified below for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is this Quotation (including line/catalog details included herein) and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE HealthCare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation.

GE HealthCare can withdraw this Quotation at any time before Customer: (i) signs and returns this Quotation or (ii) provides evidence of Quotation acceptance satisfactory to GE HealthCare ("Quotation Acceptance"). On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Products and/or Services identified in Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted this in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE HealthCare's prior written consent.

Handwritten or electronic modifications on this Agreement (except an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.

Governing Agreement:	CommonSpirit DH-CE-136 - PoC U/S
Discount Tier	
Terms of Delivery	FOB Destination
Billing Terms	0% Down, 40% Delivery, 40% Installation, 20% Clinical Acceptance
Payment Terms	Net Due in 45 Days
Sales and Use Tax Exemption	Certificate on File
Total Quote Net Selling Price	$54,977.31

IMPORTANT CUSTOMER ACTIONS:
Please select your planned source of funds. Source of funds is assumed to be cash unless you choose another option. Once equipment has been shipped, source of funds changes cannot be allowed.

___ Cash

___ GE HFS Loan ___ GE HFS Lease

___ Other Financing Loan ___ Other Financing Lease Provide Finance Company Name _____

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below.

Dignity Community Care dba Chandler Regional Medical Center

Signature: _____

Print Name: _____

Title: _____

Date: _____

_____
Purchase Order Number, if applicable

GE HealthCare

Signature: Brandon Jainarine

Title: Commercial Leadership Program - CLP

Date: April 3, 2025

GE HealthCare

April 3, 2025
Quote Number: **2011718211.2**
Customer ID: **1-23NNL5**
Quotation Expiration Date: **07/02/2025**

Document Instructions

Please sign and return this quotation together with any Purchase Order(s) to:

Name: Brandon Jainarine
Email: brandon.jainarine@gehealthcare.com
Phone:
Fax:

Name: Jen Yost
Email: jennifer.yost@gehealthcare.com
Phone: 480-228-0593
Fax:

Payment Instructions

Please **remit** payment for invoices associated with this quotation to:

GE Medical Systems
Ultrasound Primary Care Diagnostics, LLC
P.O. Box 74008831
Chicago, IL 60674-8831

FEIN –92-0192942

Dignity Community Care dba Chandler Regional Medical Center

Addresses:

Bill To: CHANDLER REGIONAL MEDICAL CENTER
CHANDLER REGIONAL HOSPITAL, 1955 W FRYE RD
CHANDLER,AZ,85224-6282

Ship To: CHANDLER REGIONAL MEDICAL CENTER
CHANDLER REGIONAL HOSPITAL, 1955 W FRYE RD
CHANDLER,AZ,85224-6282

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
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  - Your correct SHIP TO and BILL TO site name and address
  - The correct Total Price as indicated above

Evidence of the agreement to contract terms. Either: (a) the quotation signature filled out with signature and P.O. number; or (b) Verbiage on the purchase order stating one of the following:
(i) "Per the terms of Quotation # _____";
(ii) "Per the terms of GPO # _____";
(iii) "Per the terms of MPA# _____"; or
(iv) "Per the terms of SAA # _____.

GE HealthCare Confidential and Proprietary

GE HealthCare

April 3, 2025
Quote Number: **2011718211.2**
Customer ID: **1-23NNL5**
Quotation Expiration Date: **07/02/2025**

Catalog Item Details

Line	Qty.	Catalog			
1.	1.00	H45134VGCT	Venue Go Cart		
List Price		Discount	Extended List Price		Net Price
$3,900.00		53.00%	$3,900.00		$1,833.00

Line	Qty.	Catalog			
2.	1.00	H8044PG	Venue Go R5 Premier		
List Price		Discount	Extended List Price		Net Price
$77,173.00		53.00%	$77,173.00		$36,271.31

Line	Qty.	Catalog			
3.	1.00	H45041DL	3SC-RS Phased Array Probe		
List Price		Discount	Extended List Price		Net Price
$9,500.00		53.00%	$9,500.00		$4,465.00

Line	Qty.	Catalog			
4.	1.00	H48062AB	L4-12t-RS Linear Array Probe		
List Price		Discount	Extended List Price		Net Price
$13,900.00		53.00%	$13,900.00		$6,533.00

Line	Qty.	Catalog			
5.	1.00	H40482LJ	C1-5-RS Wideband Convex Array Probe (USA PoC Only)		
List Price		Discount	Extended List Price		Net Price
$12,500.00		53.00%	$12,500.00		$5,875.00

Total Quote List Price:	***$116,973.00***
Total Quote Discount:	***53.00%***
Total Quote Subtotal:	***$54,977.31***

Total Quote Net Selling Price: ***$54,977.31***

ENSURE REQUISITION/PURCHASE ORDER IS ISSUED TO:

GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC

Tax ID (92-0192942)

GE HealthCare Confidential and Proprietary

Docusign Envelope ID: FE778690-B60F-4BA3-BB4F-A706DE7ADC26

RESOLUTION NO. 5908

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR AN INDIAN GAMING REVENUE SHARING GRANT TO THE AK-CHIN INDIAN COMMUNITY ON BEHALF OF DIGNITY HEALTH FOUNDATION – EAST VALLEY, AN ARIZONA NONPROFIT CORPORATION, IN THE AMOUNT OF $146,879.

WHEREAS, pursuant to A.R.S. § 5-601.02, Indian tribes entering a tribal-state gaming compact shall contribute monies to "... cities, towns and counties ... for government services that benefit the general public, including public safety, mitigation of impacts of gaming, and promotion of commerce and economic development"; and

WHEREAS, Indian tribes entering a tribal-state gaming compact have various grant application procedures for evaluating which cities, towns, and counties, and which government services, will receive gaming revenue sharing contributions pursuant to A.R.S. § 5-601.02; and

WHEREAS, it is common practice for cities to authorize the submission of grant applications for such Indian gaming revenue sharing grants on behalf of 501(c)(3) nonprofit organizations that are deemed to be providing government related services that benefit the public; and

WHEREAS, Dignity Health Foundation – East Valley ("Dignity Health"), an Arizona 501(c)(3) nonprofit corporation, has requested that the City of Chandler authorize the submission of an application for such Indian gaming revenue sharing grant funding to the Ak-Chin Indian Community on its behalf in the amount of $146,879; and

WHEREAS, the funding sought is for the purpose of supporting the purchase of four Point of Care Ultrasound units for Chandler Regional Hospital's Emergency Room and Trauma Center, as further described in the application materials prepared by Dignity Health, which are incorporated by reference; and

WHEREAS, the City Manager's Office has reviewed the application materials and believes that the funding request described in the application materials qualifies as being for government-related services that benefit the public and is consistent with the City's Administrative Regulation regarding such grant applications.

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

Section 1. Authorizing Dignity Health to submit this Resolution and the grant application materials prepared by Dignity Health to the Ak-Chin Indian Community.

Section 2. Authorizing the Mayor or his designee to execute the application form or letter in conjunction with the grant application to be submitted to the Ak-Chin Indian Community on behalf of Dignity Health.

Docusign Envelope ID: FE778690-B60F-4BA3-BB4F-A706DE7ADC26

Section 3. Authorizing acceptance of the grant on behalf of Dignity Health in the amount of $146,879 or any other lesser or greater amount awarded and directing City staff to mail a check to Dignity Health within ten (10) days of the City's receipt of any grant funds from the Ak-Chin Indian Community pursuant to a grant application submitted on behalf of Dignity Health, covering one hundred percent (100%) of the funds received.

Section 4. The City, by virtue of this Resolution, is simply acting as a financial conduit between the Ak-Chin Indian Community and Dignity Health, and is in no way:

a. Agreeing or obligating itself to monitor or report on the expenditure of any grant funding distributed to or on behalf of Dignity Health; or

b. Guaranteeing or warranting the accuracy, completeness, or truthfulness of the information set forth in the application materials prepared by Dignity Health; or

c. Supervising or taking any responsibility regarding the actions or activities undertaken by Dignity Health; or

d. Representing that Dignity Health either has, or does not have, other sources of funding relating to the intended use of grant funding set forth in this Resolution, including funding from grant applications made on behalf of Dignity Health to other Indian tribes.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 12th day of June, 2025.

ATTEST:

Dana R. DiLong
CITY CLERK

Kevin Hartke
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5908 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 12th day of June, 2025 and that a quorum was present thereat.

Dana R. DiLong
CITY CLERK

CITY OF CHANDLER CORPORATE SEAL ARIZONA

APPROVED AS TO FORM:

Jenny Winkler for
CITY ATTORNEY

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248344558
Sep. 22, 2017 LTR 4168C 0
74-2418514 000000 00
00018398
BODC: TE

DIGNITY HEALTH FOUNDATION-EAST
VALLEY
% RANDY BRADLEY
1955 W FRYE RD
CHANDLER AZ 85224

017548

Employer ID Number: 74-2418514
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Sep. 14, 2017, regarding your tax-exempt status.

We issued you a determination letter in July 1986, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(3) as a Type I supporting organization. A Type I supporting organization is operated, supervised, or controlled by one or more publicly supported charities.

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0248344558
Sep. 22, 2017 LTR 4168C 0
74-2418514 000000 00
00018399

DIGNITY HEALTH FOUNDATION-EAST
VALLEY
% RANDY BRADLEY
1955 W FRYE RD
CHANDLER AZ 85224

Sincerely yours,

Kim A. Billups, Operations Manager
Accounts Management Operations 1

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-022

Date:	November 10, 2025
To:	Mayor and Council
Thru:	John M. Pombier, Acting City Manager Leah Powell, Deputy City Manager Kevin Mayo, Acting Development Services Director
From:	Taylor Manemann, City Planner
Subject:	PLH25-0034/PLT23-0023 Tumbleweed Estates Introduction and Tentative Adoption of Ordinance No. 5139
Request:	Rezoning from Agricultural District (AG-1) to Agricultural District/Planned Area Development (AG-1/PAD) to allow for the development of five (5) single-family residential lots ranging from 0.844 to 0.989 net acres Preliminary Plat approval for five (5) single-family residential lots on approximately 5.02 acres
Location:	5.02-acre site located at 1981 S Tumbleweed Lane, generally located 1/3-mile east and north of the northeast corner of Germann Road and Alma School Road
Applicant:	Brad Wiesenhofer

Proposed Motion:

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5139 approving PLH25-0034 Tumbleweed Estates, Rezoning from Agricultural District (AG-1) to Agricultural District/Planned Area Development (AG-1/PAD) to allow for the development of five (5) single-family residential lots ranging from 0.844 to 0.989 net acres, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat

Move City Council approve Preliminary Plat, PLT23-0023 Tumbleweed Estates, subject to the condition as recommended by Planning and Zoning Commission.

Background Data:

- Subject site is approximately 5.02 acres and is currently vacant
- Subject site is currently zoned Agricultural District (AG-1)
- Applicant is proposing to split the subject site into five (5) single-family residential lots with a roadway easement (the "Musket Place Easement") to provide access to all five lots from Tumbleweed Lane
- Each lot is at least one (1) gross acre but due to the Musket Place Easement, each lot is just under one (1) net acre
- AG-1 zoning requires each lot to be at least one (1) net acre, therefore a rezoning to AG-1/PAD is required for the reduced lot sizes

Surrounding Land Use Data:

North	AG-1	South	AG-1
East	PAD for single-family residential	West	Tumbleweed Lane, then AG-1

General Plan and Area Plan Designations:

Plan	Existing	Proposed
General Plan	Neighborhoods	No Change

Proposed Development

Lot Sizes (net)	Lot 1: 0.845 acres Lot 2: 0.889 acres Lot 3: 0.844 acres Lot 4: 0.889 acres Lot 5: 0.989 acres
Building Setbacks	Front: 20 feet Sides: 30 feet Rear: 40 feet
Maximum Lot Coverage	40%
Permitted Uses	Uses permitted in the AG-1 zoning district

Review and Recommendation

The approximately 5.02 acre site is zoned Agricultural District (AG-1) and is currently vacant. Rural residential properties border the site on all sides except to the east where it is bordered by Sienna Heights, an 11,000-18,000 square foot lot single-family subdivision.

The Applicant is proposing to split the subject site into five (5) single-family residential lots with an ingress/egress easement (the "Musket Place Easement") to provide access to all five lots from Tumbleweed Lane. The Musket Place Easement will run through the middle of the subject site and terminate with a cul-de-sac. There are two (2) proposed lots on the north and south side of the Musket Place Easement and one (1) at the end of the cul-de-sac. See attached Exhibits for reference.

Each lot is at least one (1) gross acre, but due to the Musket Place Easement, each lot is just under one (1) net acre. AG-1 zoning requires each lot to be at least one (1) net acre, therefore a rezoning to AG-1/PAD is required. Other than the requested reduction in net lot size, all other AG-1 requirements listed in Article IV of Chapter 35 of the Chandler Municipal Code will remain in place. This includes requirements such as building setbacks, lot coverage, building height, and permitted uses. The intent of the proposed development is to maintain the rural, agrarian qualities of the neighborhood, while only allowing for a minor reduction in lot sizes.

Currently, the water and sewer utilities for the existing properties along South Tumbleweed Lane are serviced by septic systems and a neighborhood shared water well with no infrastructure in place to provide city services. As part of the rezoning and development of the subject site, the Applicant will be bringing access to City of Chandler water and sewer to all residents along South Tumbleweed Lane by utilizing the newly created easement to install infrastructure mains.

The proposed single-family residential development is a compatible land use with the surrounding area and the General Plan Land Use designation. As such, Planning staff 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 sign was posted on the site and on social media via NextDoor.
- A neighborhood meeting was held on October 1, 2025. In addition to planning staff and the applicant, eight (8) neighbors attended the meeting. Neighbors had questions regarding why the applicant is not rezoning to SF-33 which allows for the reduced lot sizes. Staff and the applicant clarified that SF-33 has less livestock allowances than AG-1 and the overall intent of this rezone is to keep the same character of the surrounding neighborhood

with permitted uses, setbacks and lot coverage. The neighbors were also concerned that this rezone would extend the timeline for development. The applicant stated that the rezone will not affect the timeline for development more than about 30 days. Staff, the applicant, and the neighbors then had a discussion on how water and sewer access will change and be improved for their neighborhood as a result of this project.

- As of the writing of this memo, Planning staff has received one (1) letter of opposition to the request. The letter included concerns of the use of the property changing from farmland to a residential development and questions on future hearing dates. Staff responded to the resident by clarifying the request and providing information on upcoming hearing dates and times.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting October 15, 2025
Motion to Approve

In Favor: 6 Opposed: 0 Absent: 1 (Barichello)

Recommended Conditions of Approval

Rezoning

Planning and Zoning Commission recommends the City Council approve the Rezoning from Agricultural District (AG-1) to Agricultural District/Planned Area Development (AG-1/PAD) to allow for the development of five (5) single-family residential lots ranging from 0.844 to 0.989 net acres, subject to the following conditions:

1. Development shall be in substantial conformance with the Exhibits, entitled “Tumbleweed Estates” and kept on file in the City of Chandler Planning Division, in File No. PLH25-0034, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. Uses permitted on the property shall be those permitted in the AG-1 zoning district.

3. The maximum building lot coverage shall be forty (40) percent of the net lot area.

4. Front yard setbacks shall be measured from the back of the Musket Place Easement.

5. Minimum building setbacks shall be as follows:

Property Line Location	Minimum Building Setback
Front (Measured from the back of the Musket Place Easement)	20'
Sides	30'
Rear	40'

Preliminary Plat
Planning and Zoning Commission recommends the City Council approve the Preliminary Plat subject to the following condition:

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

Attachments

Ordinance No. 5139
Vicinity Maps
Exhibits
Letter of Opposition

ORDINANCE NO. 5139

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL AGRICULTURAL DISTRICT (AG-1) TO AGRICULTURAL DISTRICT/PLANNED AREA DEVELOPMENT (AG-1/PAD) TO ALLOW FOR THE DEVELOPMENT OF FIVE (5) SINGLE-FAMILY RESIDENTIAL LOTS RANGING FROM 0.844 TO 0.989 NET ACRES IN CASE PLH25-0034 (TUMBLEWEED ESTATES) LOCATED AT 1981 S. TUMBLEWEED LANE, GENERALLY LOCATED 1/3-MILE EAST AND NORTH OF THE NORTHEAST CORNER OF GERMANN ROAD AND ALMA SCHOOL ROAD WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

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

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

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

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

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

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

Section 1. Legal Description of Property:

EXHIBIT 'A'

Said parcel is hereby rezoned from Agricultural District (AG-1) to Agricultural District/Planned Area Development (AG-1/PAD) to allow for the development of five (5) single-family residential lots ranging from 0.844 to 0.989 net acres, subject to the following conditions:

1. Development shall be in substantial conformance with the Exhibits, entitled "Tumbleweed Estates" and kept on file in the City of Chandler Planning

Division, in File No. PLH25-0034, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. Uses permitted on the property shall be those permitted in the AG-1 zoning district.

3. The maximum building lot coverage shall be forty (40) percent of the net lot area.

4. Front yard setbacks shall be measured from the back of the Musket Place Easement.

5. Minimum building setbacks shall be as follows:

Property Line Location	Minimum Building Setback
Front (Measured from the back of the Musket Place Easement)	20’
Sides	30’
Rear	40’

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 _____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5139 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:

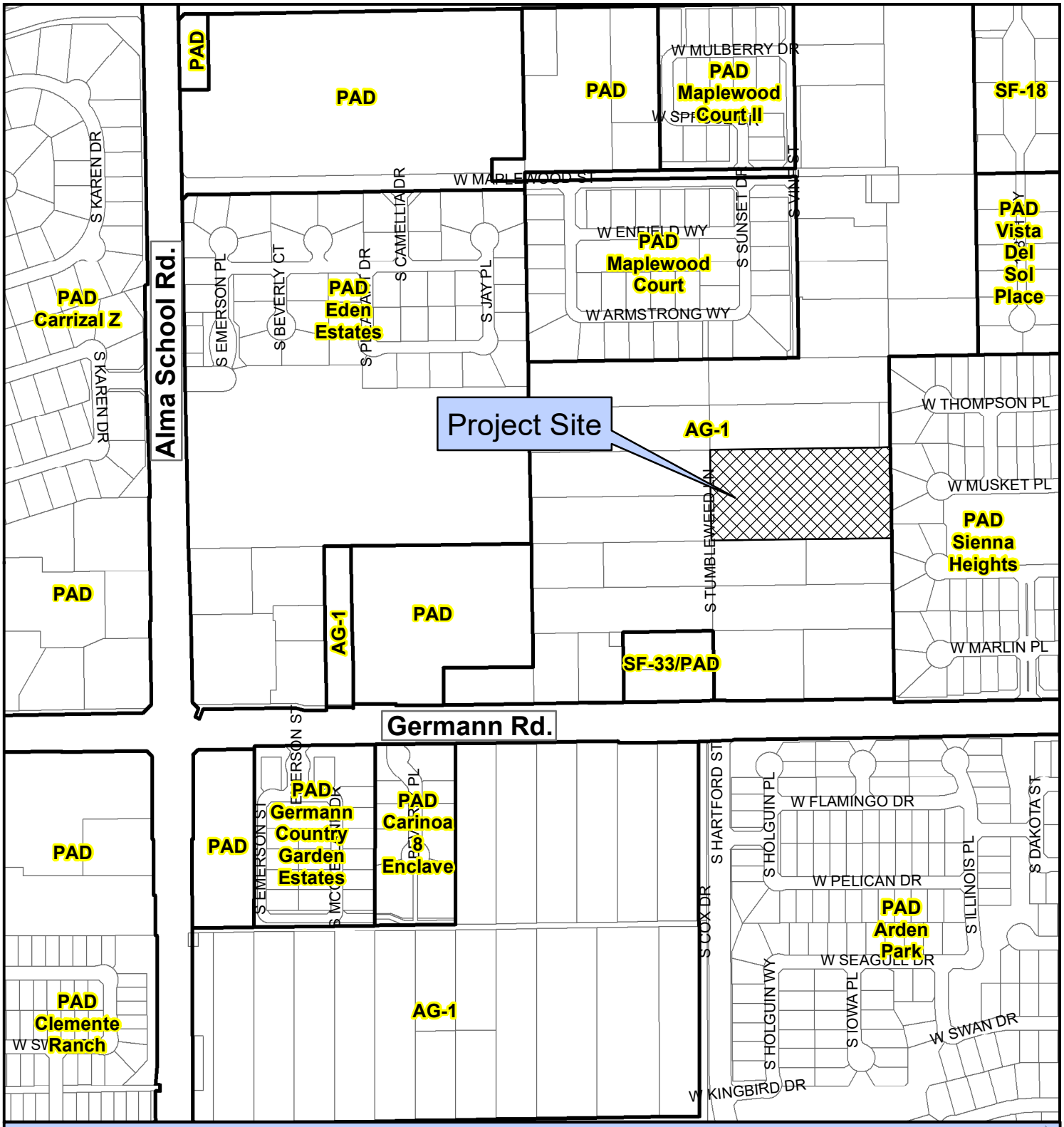
Exhibit A
Legal Description

PARCEL 303-27-009U

PARCEL NO.1
THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN;

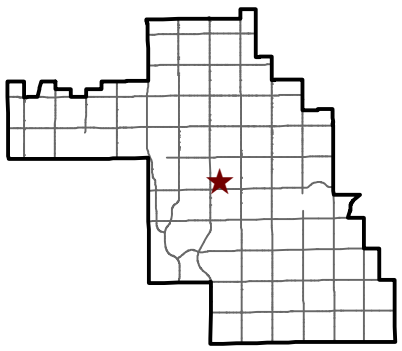
PARCEL NO. 2
AN UNDIVIDED 2/16TH INTEREST IN AND TO A WELL SITE DESCRIBED AS FOLLOWS: THE EAST 50 FEET OF THE NORTH 50 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN;

PARCEL NO. 3
EASEMENT FOR DOMESTIC WATER LINE OVER AND ACROSS THE SOUTH 7 FEET OF THE EAST 350 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4.



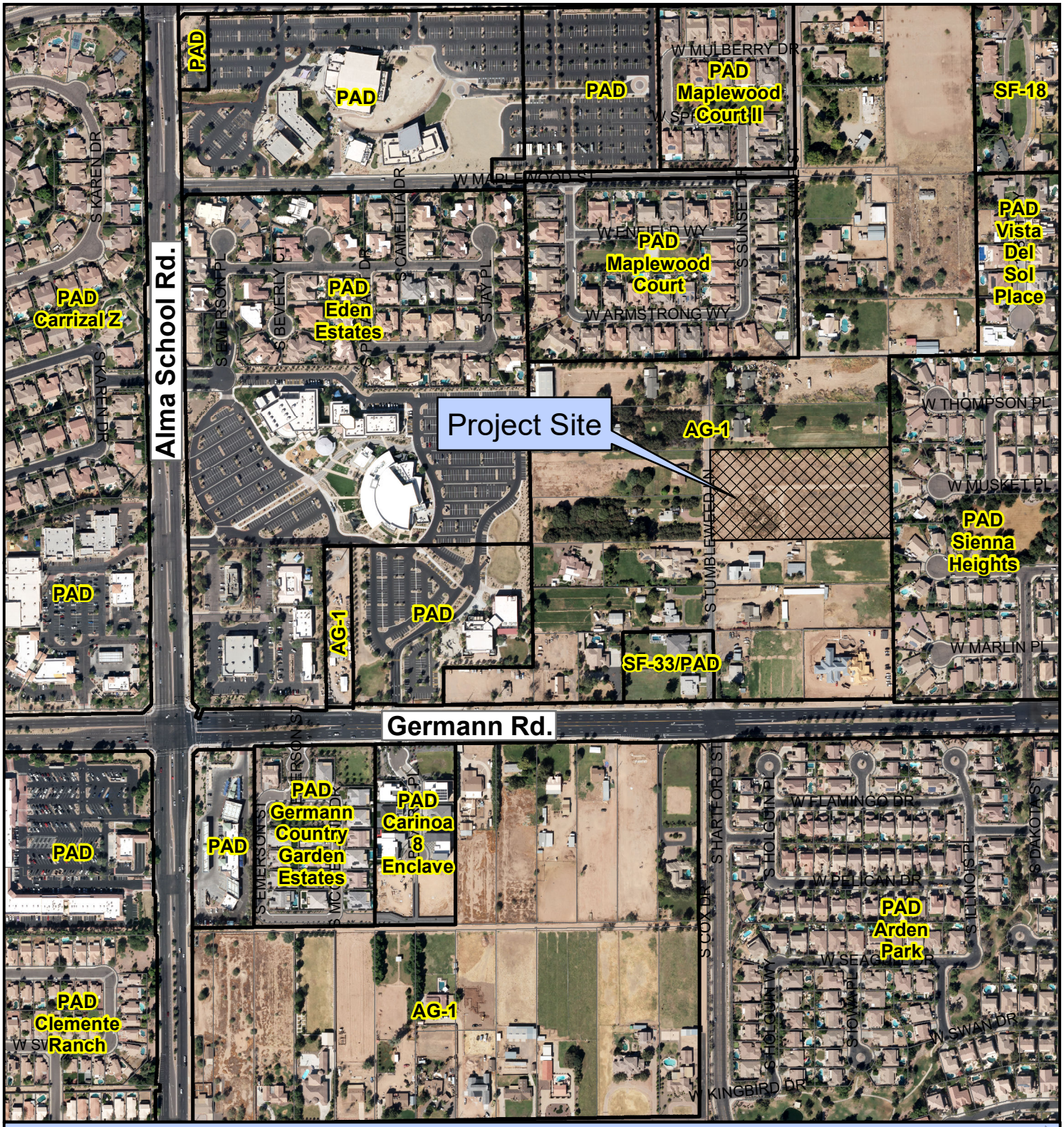
PLH25-0034/PLT23-0023 Tumbleweed Estates

Project Details
1981 S. Tumbleweed Ln.
Approx. 5 Acres
Rezone to AG-1/PAD to allow for five (5) single-family residential lots



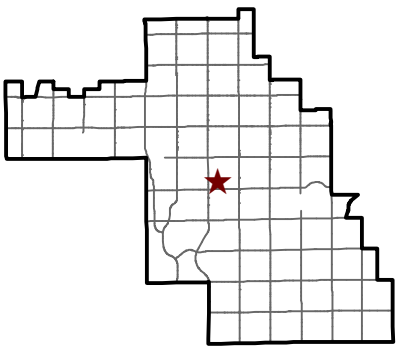
CHANDLER arizona

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



PLH25-0034/PLT23-0023 Tumbleweed Estates

Project Details
1981 S. Tumbleweed Ln.
Approx. 5 Acres
Rezone to AG-1/PAD to allow for five (5) single-family residential lots



CHANDLER arizona

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

PLH25-0034

Tumbleweed Estates

Exhibits

Location:

1981 S Tumbleweed Lane

Generally located 1/3-mile east and north of the northeast corner of Germann Road and Alma School Road

September 11, 2025

City of Chandler
Development Services
215 E Buffalo St
Chandler, AZ 85225

Attn: Planning and Zoning

Project: PLH25-0034 Tumbleweed Estates
Project Address: 1981 S Tumbleweed Lane
APN: 303-27-009U
Re: Rezoning Narrative

We, Tumbleweed Partners LLC, are requesting a rezoning of the property located at 1981 S Tumbleweed Lane from its current zoning of AG-1 to an updated zoning of AG-1/PAD, while retaining the original AG-1 attributes. See Attached **Exhibit A:** Aerial Location Photographs. Tumbleweed partners are proposing to split the subject property into five (5), one (1) gross acre lots for resale to accommodate five single family residences, aligning with the City of Chandler General Plan Neighborhood designation and the character of the existing residences in the area. See attached **Exhibit B:** Tumbleweed Estate Preliminary Plat.

As part of the improvement process, an ingress/egress easement, the Musket Place easement, is required to provide access to the five new lots. The addition of the Musket Place easement will result in the reduction of the net lot size of each lot to just under an acre each. This does not conform to the current AG-1 zoning development standards which require a minimum net lot area of one (1) acre. We are stressing the importance of maintaining the current agrarian qualities of the neighborhood to sustain the uniqueness of the other AG-1 properties in the area.

The only deviation requested from the existing AG-1 zoning standards will be the minimum lot sizes as provided in the below chart:

Lot No.	Gross Area (Includes Musket Place Easement and Tumbleweed Lane)	Net Area (Excludes Musket Place Easement)
Lot 1	1.005 AC	0.845 AC
Lot 2	1.005 AC	0.889 AC

Lot 3	1.005 AC	0.844 AC
Lot 4	1.005 AC	0.889 AC
Lot 5	1.000 AC	0.989 AC

The remainder of the existing AG-1 zoning standards listed in **Article IV of the city Zoning Code** will continue to be required including the AG-1 permitted uses, building heights, setbacks, and maximum lot coverage. These standards are listed below for reference:

35-401. - Uses permitted.

[The following are uses permitted in this district:]

(1) Single-family dwellings.

(2) Field crops such as cotton, grain, vegetables, fruit trees, flowers.

(3) Raising and marketing of poultry, rabbits and other small, domesticated animals provided they are contained within a fence or cage. No slaughtering of animals for commercial purposes.

(4) Agrarian subdivisions, subject to:

(a) Livestock raising and grazing is permitted for a maximum of one (1) livestock animal per seven thousand (7,000) square feet of lot area.

(b) No more than one (1) hog, weighing more than fifty (50) pounds, may be kept per thirty-five thousand (35,000) square feet of lot area.

(c) All animals must be contained in a stock-tight fence and/or corral. Such fence or corral shall not be permitted closer than one hundred (100) feet to the front property line. For corner lots, no such fence or corral shall be located closer to the side right-of-way line than the principal building.

(d) Accessory buildings used specifically for animals and fowl, provided they are located within the area fenced for animals and maintain the same front yard requirements as provided for the principal building.

(5) Farm roadside stand.

(6) Riding stables (minimum area, ten (10) acres).

(7) Home occupations, in accordance with Article XXII, section 35-2215 of this Code.

(8) Fences, walls, landscape screens not exceeding seven (7) feet in height adjacent to rear and side property lines and not to exceed three (3) feet in height adjacent to front yard.

(9) Swimming pools, private, in accordance with Article XXII, section 35-2205 of this Code.

(10) One (1) accessory building, In accordance with Article XXII, section 35-2202 of this Code.

(11) Signs are permitted in accordance with the Chandler Sign Code [Chapter 39].

(12) Storage shed, In accordance with Article XXII, section 35-2203 of this Code.

(13) Accessory dwelling units, in accordance with Article XXII, section 35-2202.2 of this Code.

(Ord. No. 3063, § 3, 11-18-99; Ord. No. 4931, § 2(Exh.), 8-13-20; Ord. No. 5075, § 2(Exh.), 2-22-24; Ord. No. 5113, § 2(Exh.), 12-9-24)

35-402. - Uses permitted by use permit.

(1) Any other use determined by the Council to be compatible with other uses in the area and consistent with the general plan [are permitted by use permit].

(Ord. No. 1251, § 1, 10-10-83; Ord. No. 3063, § 3, 11-18-99)

35-403. - Height and area regulations.

(1) Height regulations: No building shall exceed twenty-five (25) feet in height at the building setback line, except any building may exceed such height provided that at no point it projects above a line sloping inward and upward at a forty-five (45) degree angle at the required setback line to a maximum height of thirty-five (35) feet.

(2) Front yard: The yard requirements shall be determined by the right-of-way width of the street the lot fronts. The following schedule indicates front yard requirements:

Approved R/W Width of Abutting Street(s) (feet)	Required Front Yard (feet)
50-59	20
60-79	25
80-99	30
Greater than 99	50

For through lots, a front yard shall be required from the street which the principal building will front.

(3) Side yard:

(a) Interior lots: Each side yard shall not be less than thirty (30) feet.

(b) Corner lots: For street side, the minimum side yard shall be one-half (½) as required for a front yard for the abutting street but in no case less than thirty (30) feet. Interior side yards shall be a minimum of thirty (30) feet.

(4) Rear yard: No rear yard shall be less than forty (40) feet.

(5) Intensity of lot use: In no event shall all buildings cover more than forty (40) percent of the net lot area.

To support this development, Tumbleweed Partners have been working closely with both the City of Chandler Planning and Zoning, and the neighbors along S Tumbleweed Lane, to define and record a dedicated water and sewer utility easement that will protect and support future neighborhood needs and requirements.

Currently, the water and sewer utilities for the existing properties along S Tumbleweed Lane are serviced by septic systems and a neighborhood shared water well with no infrastructure in place to provide city services. As part of the rezoning and development of 1981 S Tumbleweed Lane, we will be bringing access to City of Chandler water and sewer to all residents along S Tumbleweed Lane by utilizing the newly created easement to install infrastructure mains.

Tumbleweed Partners believe the request to rezone the subject property using zoning classification AG-1/PAD in section 35-401 of the city code is consistent with existing land use in the surrounding area and as evidenced by the City of Chandler Planning Interactive Map details. Furthermore, the request aligns with sections 35-400 – Purpose of Article IV - AG-1 – Agricultural District of the Land Use and Zoning Code which states:

35-400. – Purpose.
The purpose of this district is to provide for agricultural areas within the City and to protect and conserve these areas within and adjacent to urban development. The regulations of this district are designed to protect, stabilize and enhance the development of agricultural resources and to prohibit those activities which would adversely affect the urban-rural characteristics of this district.

Overhead SRP powerlines running adjacent to the subject property will be buried and extended into the subdivision along with utilities from Southwest Gas, Cox Communications, and SRP Irrigation. A six-foot block fence will enclose the proposed subdivision.

In closing, for the better part of two-plus years, Tumbleweed Partners have been partnering with the neighbors of S Tumbleweed and the City of Chandler to deliver the best possible outcome that supports future growth while providing benefit to the adjacent property owners. We appreciate your consideration of our rezoning request to allow the development to continue moving forward.

Regards,

Brad Wiesenhofer
Managing Partner, Tumbleweed Partners, LLC
bradwiesenhofer@gmail.com

EXHIBIT A

Aerial Photograph

1985 S Tumbleweed Ln (APN 303-27-009U)



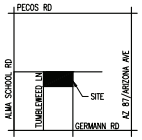
Aerial Photograph

1985 S Tumbleweed Ln (APN 303-27-009U)



EXHIBIT B

TUMBLEWEED ESTATES
A PRELIMINARY PLAT MAP OF ASSESSOR'S PARCEL 303-27-009U
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 04, TOWNSHIP 02 SOUTH, RANGE 05 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP
SCALE 1"=1/2 MILE

PROJECT DESCRIPTION
A PROPOSED SUBDIVISION ALONG TUMBLEWEED LANE IN CHANDLER, AZ.

PROJECT DATA
ASSESSOR'S PARCEL NUMBER: 303-27-009U
ZONING: AG-1

LEGAL DESCRIPTION PARENT PARCEL 303-27-009U

PARCEL NO. 1
THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN;

PARCEL NO. 2
AN UNDIVIDED 2/16TH INTEREST IN AND TO A WELL SITE DESCRIBED AS FOLLOWS: THE EAST 50 FEET OF THE NORTH 50 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN;

PARCEL NO. 3
EASEMENT FOR DOMESTIC WATER LINE OVER AND ACROSS THE SOUTH 7 FEET OF THE EAST 350 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4.

BASIS OF BEARING
NORTH 0°54'54" WEST ALONG THE NORTH-SOUTH MID-SECTION LINE OF SECTION 04 AS MEASURED BETWEEN MONUMENTS SHOWN HEREON AND DESCRIBED UNDER MONUMENT NOTES. ALSO SHOWN ON THE FINAL PLAT FOR GDACS SURVEY FOR T2S, R5E (R9).

BENCHMARK
CITY OF CHANDLER VERTICAL CONTROL POINT "39A" – SECTION 5, T2S, R5E, 3-INCH BRASS CAP IN CONCRETE, 200 FT NORTH OF INTERSECTION OF GERMANN RD AND ALMA SCHOOL RD; 3 FT WEST OF BACK OF SIDEWALK AT WEST OF ALMA SCHOOL RD. (NORTHING, 828448.394, EASTING, 717765.451)
NAVD88 ELEVATION: 1209.15 (R10)

SECONDARY BENCHMARK
1" REBAR/CAP (LS 25090) FOUND AT NORTHWEST CORNER OF PARENT PARCEL.
NAVD88 ELEVATION: 1211.36

CITY OF CHANDLER PRELIMINARY PLAT NOTES
1. THE IMPROVEMENTS SHOWN ON THIS PLAT WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY OR ACCEPTANCE WILL NOT BE ISSUED UNTIL THE OVERHEAD UTILITY LINE UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED.
2. THE IMPROVEMENTS SHOWN ON THE SET OF PLANS WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY WILL NOT BE ISSUED UNTIL THE IRRIGATION FACILITY UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED.

LOT AREAS

LOT NO.	GROSS AREA (INCLUDES MUSKET PLACE EASEMENT AND TUMBLEWEED LANE)	NET AREA (EXCLUDES MUSKET PLACE EASEMENT)
LOT 1	1.005 AC	0.845 AC
LOT 2	1.005 AC	0.889 AC
LOT 3	1.005 AC	0.844 AC
LOT 4	1.005 AC	0.889 AC
LOT 5	1.000 AC	0.989 AC

TOTAL GROSS AREA: 5.023 AC
TOTAL NET AREA: 4.456 AC (EXCLUDES TUMBLEWEED LANE AND MUSKET PLACE EASEMENT)

BOUNDARY CLOSURE CALCULATION SUMMARY

LOT NO.	ERROR NORTH	ERROR EAST	CLOSURE ERROR
LOT 1	-0.00400	0.00001	0.00040
LOT 2	-0.00029	-0.00001	0.00030
LOT 3	-0.00042	-0.00008	0.00040
LOT 4	-0.00030	-0.00010	0.00030
LOT 5	-0.00045	0.00006	0.00050

OWNER
TUMBLEWEED PARTNERS, LLC
12430 E. VALLEJO ST
CHANDLER, AZ 85249
TEL: (602) 690-0175
EMAIL: BRADWIESENHOFER@GMAIL.COM

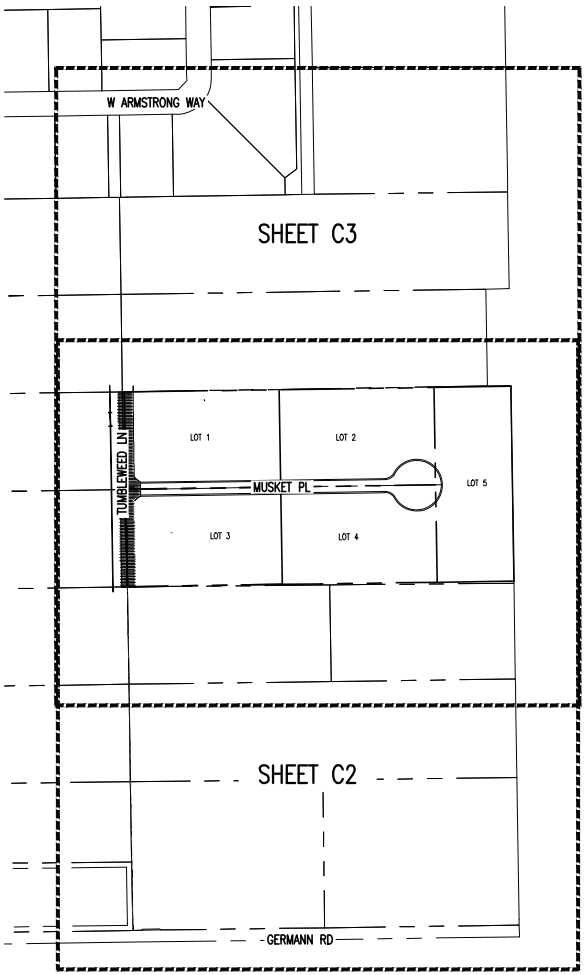
CIVIL ENGINEER
THOMAS GAIL HAWS
NPS MARICOPA INC
859 NORTH LAFAYETTE,
MESA, AZ 85201
TEL: (480) 201-5476
EMAIL: NPSMARICOPA@GMAIL.COM

SURVEYOR
TIMOTHY J. EVANS, PLS
EVANS PROFESSIONAL LAND SURVEY
2185 S BANNING ST
GILBERT, AZ 85295
EMAIL: TIM.EVANS@EVANS-PRO.COM

LEGEND
- ADJACENT LOT LINE
- PROPERTY LINE
- EASEMENT LINE
- 1211 PROPOSED GROUND CONTOUR EXISTING
- 1211 GROUND CONTOUR
- DRAINAGE FLOW ARROW
- W EXISTING WATER LINE
- W PROPOSED WATER LINE
- S EXISTING SEWER LINE
- S PROPOSED SEWER LINE
- EXISTING IRRIGATION VALVE
- EXISTING WATER VALVE
- PROPOSED SEWER MANHOLE
- IRR EXISTING IRRIGATION LINE
- IRR PROPOSED IRRIGATION LINE
- EXISTING DIRT ROAD
- PROPOSED PAVING ALONG TUMBLEWEED LANE (SEE NOTE 19)
- CO SEWER CLEANOUT

ABBREVIATIONS
APN ASSESSOR PARCEL NUMBER
AC ACRE
C CONCRETE
CMU CONCRETE MASONRY UNIT
COC CITY OF CHANDLER
CY CUBIC YARD
DTL DETAIL
EG EXISTING GRADE
ESMT. EASEMENT
FH FIRE HYDRANT
FL FLOWLINE
GDACS GEODETIC DENSIFICATION AND CADASTRAL SURVEY
HWE HEADWATER ELEVATION
IRRIG IRRIGATION
LF LINEAR FEET
MAG MARICOPA ASSOCIATION OF GOVERNMENTS
NAVD NORTH AMERICAN VERTICAL DATUM OF 1988
P PAVEMENT
PUE PUBLIC UTILITY EASEMENT
PL PROPERTY LINE
SF SQUARE FEET
STD STANDARD

SHEET INDEX
C1 COVER SHEET
C2 PRELIMINARY PLAT
C3 PRELIMINARY PLAT



SHEET INDEX MAP
SCALE 1"=100'

REVISIONS:

NPS MARICOPA INC.
AN ARIZONA NONPROFIT CORPORATION
859 N LAFAYETTE
MESA, ARIZONA 85201
(480) 201-5476
TGAUSHAWS@GMAIL.COM

COVER SHEET

PROJECT: TUMBLEWEED ESTATES
CHANDLER, AZ

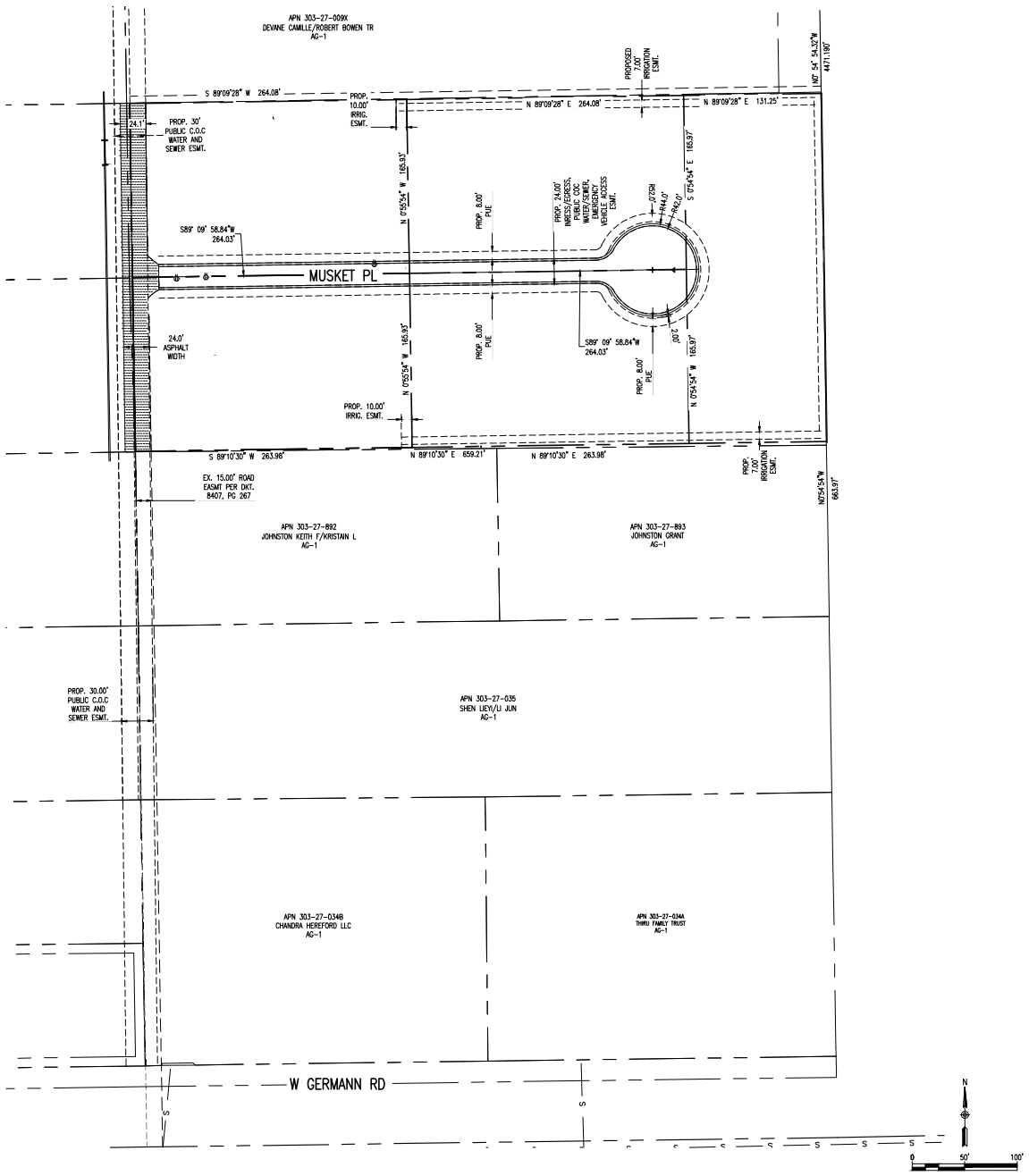
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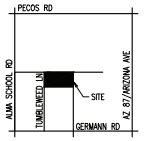
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Thomas Gail Haws
30503
THOMAS GAIL HAWS
2025.05.26
EXPIRES: 09/30/2026
ARIZONA U.S.A.

JOB NO.
M23089
DRAWN BY: JPB

SHEET NO.
C1
C.O.C. Log No
PL123-0023

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VICINITY MAP
SCALE 1"=1/2 MILE

REVISIONS:

NPS MARICOPA INC.
AN ARIZONA NONPROFIT CORPORATION
859 N LAFAYETTE
MESA, ARIZONA 85201
(480) 201-6476
TOM.HAWS@GMAIL.COM

PRELIMINARY PLAT

PROJECT:
TUMBLEWEED ESTATES
CHANDLER, AZ

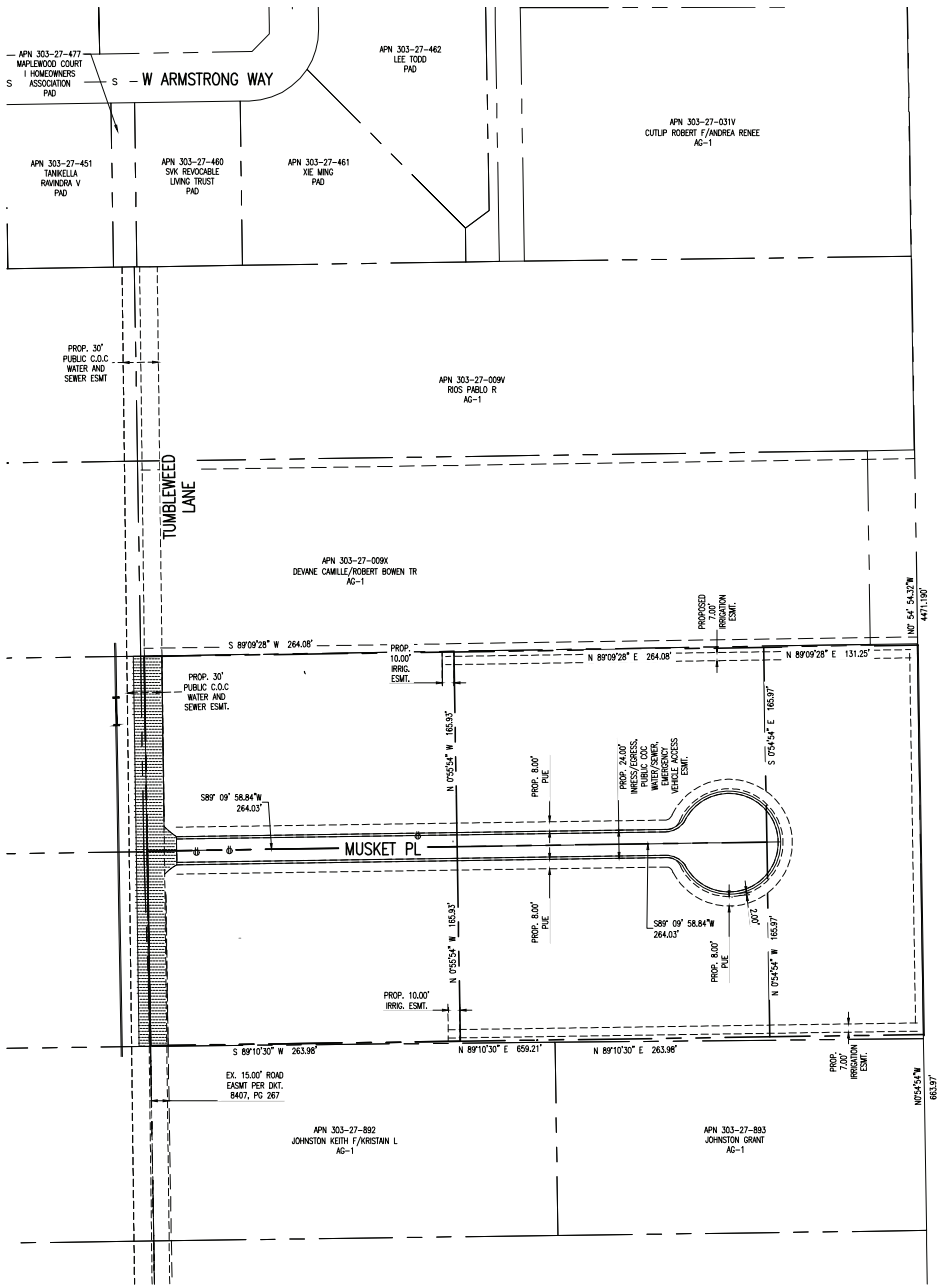
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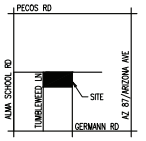
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THOMAS GAIL HAWS
REGISTERED
ARIZONA U.S.A.

JOB NO.
M23089
DRAWN BY: JPB

SHEET NO.
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C.O.C. Log No
PL123-0023

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VICINITY MAP
SCALE 1"=1/2 MILE

REVISIONS:

NPS MARICOPA INC.
AN ARIZONA NONPROFIT CORPORATION
859 N LAFAYETTE
MESA, ARIZONA 85201
(480) 201-6476
TOM.HAWS@GMAIL.COM

PRELIMINARY PLAT

PROJECT:
TUMBLEWEED ESTATES
CHANDLER, AZ

811 Know what's below. Call before you dig.

Digitally signed by 103533 THOMAS GAC HAWS
Date Signed
REGISTERED LAND SURVEYOR
103533
THOMAS GAC HAWS
ARIZONA U.S.A.

JOB NO.
M23089
DRAWN BY: JPB

SHEET NO.
C3
C.O.C. Log No
PL123-0023

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Taylor Manemann

From: Burningham, Christian D <ChristianDBurningham@eaton.com>
Sent: Wednesday, October 8, 2025 11:27 AM
To: Taylor Manemann
Subject: FW: PLH25-0034 Tumbleweed Estates

This Message Is From an External Sender

Report Suspicious

This message came from outside your organization.

Hi,

I wanted to reach out in regards to the rezoning that has been filed with the City of Chandler for the property at 1981 S. Tumbleweed Lane (APN303-27-009u). I was unable to attend the meeting that took place on October 1st in regards to this rezoning request so I am hoping to understand a bit more about the process as well as voice my opinion.

I live in the Sienna Heights neighborhood and the property they are trying to re-zone is essentially right in my back yard. If this rezoning is allowed to pass it will have a negative impact on my property's value as well as the overall aesthetic of my backyard. When I originally purchased my home I was told by the realtor, and also looked into it myself, that the land behind my house was zoned as "farm land" so they could not further develop it and it was limited to the number and size of structures that could be built on that land. That was a major selling point to me and the backyard of my property was a big reason why I purchased this house. I am very much against these rezoning efforts. It is clearly just a company coming in and buy the land with the intention to break it up into lots and develop it and make a profit and this should not be allowed. Tumbleweed Partners LLC should not be able rezone the land and make a profit at the cost of individuals who bought their homes with the understanding that this land could not be developed residentially.

Outside of this email, what other options do I have to make sure that this rezoning does not go through? I am not familiar with this process at all, so I'm wondering how does something like this get voted on? Who votes on it? What kind of timeline does it take for something like this to get approved or denied? I would really appreciate any additional information regarding this process. Like I mentioned above, this will definitely have a negative effect on my property value, as well as my view, my lack of noise in my back yard, all of these types of things.

Thank you,

Christian Burningham

Pricing Analytics Manager
Assemblies and Residential Solutions (ARS), Eaton
560 North 45th Street | Chandler, AZ 85226
mobile: +1 801 725-6268
christiandburningham@eaton.com

Powering Business Worldwide

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-021

Date:	November 10, 2025
To:	Mayor and Council
Thru:	John M. Pombier, Acting City Manager Leah Powell, Deputy City Manager Kevin Mayo, Acting Development Services Director
From:	Taylor Manemann, City Planner
Subject:	PLH25-0009 Cooper Road Medical and Retail Building Introduction and Tentative Adoption of Ordinance No. 5140
Request:	Rezoning from Planned Area Development (PAD) for retail uses only to PAD for Community Commercial (C-2) uses Preliminary Development Plan (PDP) approval for site layout and building architecture for a new approximate 5,377 square-foot medical office and retail building
Location:	0.64-acre site generally located south of the southwest corner of Cooper Road and Chandler Boulevard
Applicant:	Brennan Ray, Ray Law Firm

Proposed Motion:

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5140 approving PLH25-0009 Cooper Road Medical and Retail Building, Rezoning from Planned Area Development (PAD) for retail uses only to PAD for Community Commercial (C-2) uses, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan, PLH25-0009 Cooper Road Medical and Retail Building, for a new approximately 5,377 square-foot medical office and retail building, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- In 1995, the subject site was zoned to PAD for retail uses only for the 8.5 acres located at the southwest corner of Chandler Boulevard and Cooper Road (Case No. Z94-156)
- The 1995 case included Preliminary Development Plan (PDP) approval for the Walgreens north of the subject site but required an additional PDP application for future projects on the remainder of the site
- Applicant is proposing a single-story, 5,377-square foot medical office and retail building
- The approved PAD did not allow for non-retail uses such as medical office, therefore a rezone is required

Surrounding Land Use Data:

North	PAD for retail uses only	South	PAD for single-family residential
East	Cooper Road, then the Canal, then C-2 and MF-2/PAD for residential condominiums	West	PAD for a residential condominium

General Plan and Area Plan Designations:

Plan	Existing	Proposed
General Plan	Neighborhoods	No Change

Proposed Development

Lot Size	28,106 square-feet (0.64 acres)
Building Square Footage	5,377 square-feet
Building Height	18' 7"
Building Setbacks	East (Cooper Rd) 20' North: 0' South: 45' West: 50'
Landscape Setbacks	East (Cooper Rd): 20' North: 0' South: 0' West: 0'
Parking Spaces Required	5.5 per 1,000 square-feet 30 spaces required
Parking Spaces Provided	30 spaces provided

Review and Recommendation

The subject site is approximately 0.64 acre and is currently vacant. In 1995, the subject site was zoned Planned Area Development (PAD) for retail uses only as part of a larger proposed commercial development that was originally envisioned as an 8.5-acre shopping center. In 2018, The Waterfall townhome development to the west of the subject site was approved and the size of the center was reduced from 8.5-acres to 4.3 acres.Today, the commercial center consists of a Walgreens directly north of the subject site and a commercial building to the northwest of the subject site. This commercial building was rezoned in 2020 to allow for Community Commercial (C-2) uses in order to accommodate medical office uses.

The Applicant is proposing a single-story, 5,377 square-foot medical office and retail building south of the existing Walgreens. The requested rezone is from PAD for retail uses only to PAD for Community Commercial (C-2) uses which allows for both medical office and retail uses. Per Stipulation 1 in Ordinance No. 2555, adopted in 1995, particular nonretail commercial uses were restricted in the center including assembly halls, nursing homes, community centers, churches, hospitals, and miniature golf courses in order to ensure a successful shopping center. Therefore, medical office uses are not permitted by right and a rezoning is required.

The primary building materials include stucco, split-face CMU wainscoting, and tile roof accents. The colors and materials used tie back into the building architecture for the center which was established by the existing Walgreens. The proposal provides a horse trail connection from the existing horse trail along the west side of the subject site to Cooper Road in order to connect to the Canal path.

The site layout has been designed to locate the proposed building as close to Cooper Road as possible and locate the parking interior to the site. Although the eastern side of the building fronting on Cooper Road is technically the back of the building, the applicant has provided an increased level of architectural quality, greater material diversity, and upgraded landscaping to activate the street frontage so this side of the building does not appear to be the rear of the building. As this property is an infill site, the Applicant is requesting a front yard reduced setback of 20ft along Cooper Road to accommodate this proposed building location. With this setback reduction, there is more space on the site, allowing for a more usable property with a larger building area and all required parking included on-site.

The proposed medical office and retail development is a compatible land use with the surrounding area and the General Plan Land Use designation. As such,

Planning staff 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 sign was posted on the site and on social media via NextDoor.
- A neighborhood meeting was held on August 21, 2025. In addition to planning staff and the applicant, one (1) neighbor attended the meeting. The neighbor had no concerns regarding the proposal.
- As of the writing of this memo, Planning staff is not aware of any concerns or opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting October 15, 2025
Motion to Approve

In Favor: 6 Opposed: 0 Absent: 1 (Barichello)

Recommended Conditions of Approval

Rezoning

Planning and Zoning Commission recommends the City Council approve the Rezoning from Planned Area Development (PAD) for retail uses only to PAD for Community Commercial (C-2) uses, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled “Cooper Road Medical and Retail Building” and kept on file in the City of Chandler Planning Division, in File No. PLH25-0009, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. Uses permitted on the property shall be those permitted in the C-2 zoning district.

3. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.

4. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s), the developer shall be required to upgrade such landscaping to meet current City standards.

5. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

6. 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.

7. Minimum building setbacks shall be as follows:

Property Line Location	Minimum Building Setback
East (Cooper Road)	20'
North	0'
West	50'
South	45'

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 "Cooper Road Medical and Retail Building" and kept on file in the City of Chandler Planning Division, in File No. PLH25-0009, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. The site shall be maintained in a clear and orderly manner.

3. Landscaping plans (including for open space, rights-of-ways, and street medians) and perimeter walls shall be approved by the Planning Administrator.

4. Landscaping shall be maintained at a level consistent with or better than at the time of planting.

5. Fifty percent of the trees planted along the arterial streets shall be a minimum

of 36-inch box and be a minimum of 12-feet in height at the time of planting.

6. All raceway signage shall be prohibited within the development.

7. The monument sign panels shall have an integrated or decorative cover panel until a tenant name is added to the sign.

8. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.

9. All 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.

10. 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

Ordinance No. 5140
Vicinity Maps
Development Booklet

ORDINANCE NO. 5140

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 PLANNED AREA DEVELOPMENT (PAD) FOR RETAIL USES ONLY TO PLANNED AREA DEVELOPMENT (PAD) FOR COMMUNITY COMMERCIAL (C-2) USES IN CASE PLH25-0009 (COOPER ROAD MEDICAL AND RETAIL BUILDING) GENERALLY LOCATED SOUTH OF THE SOUTHWEST CORNER OF COOPER ROAD AND CHANDLER BOULEVARD WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

WHEREAS, an application for 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 PAD for retail uses only to PAD for C-2 uses, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Cooper Road Medical and Retail Building" and kept on file in the City of Chandler Planning Division, in File No. PLH25-0009, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. Uses permitted on the property shall be those permitted in the C-2 zoning district.

3. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.

4. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s), the developer shall be required to upgrade such landscaping to meet current City standards.

5. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

6. 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.

7. Minimum building setbacks shall be as follows:

Property Line Location	Minimum Building Setback
East (Cooper Road)	20’
North	0’
West	50’
South	45’

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 _____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5140 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:

Exhibit A
Legal Description

PARCEL DESCRIPTION FOR:
APN: 303-02-927

LOT 2, AS SHOWN IN FINAL PLAT "VILLAGE AT THE SPRINGS" RECORDED IN BOOK 579, PAGE 49, MARICOPA COUNTY RECORDER'S OFFICE, (M.C.R.). SITUATE IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

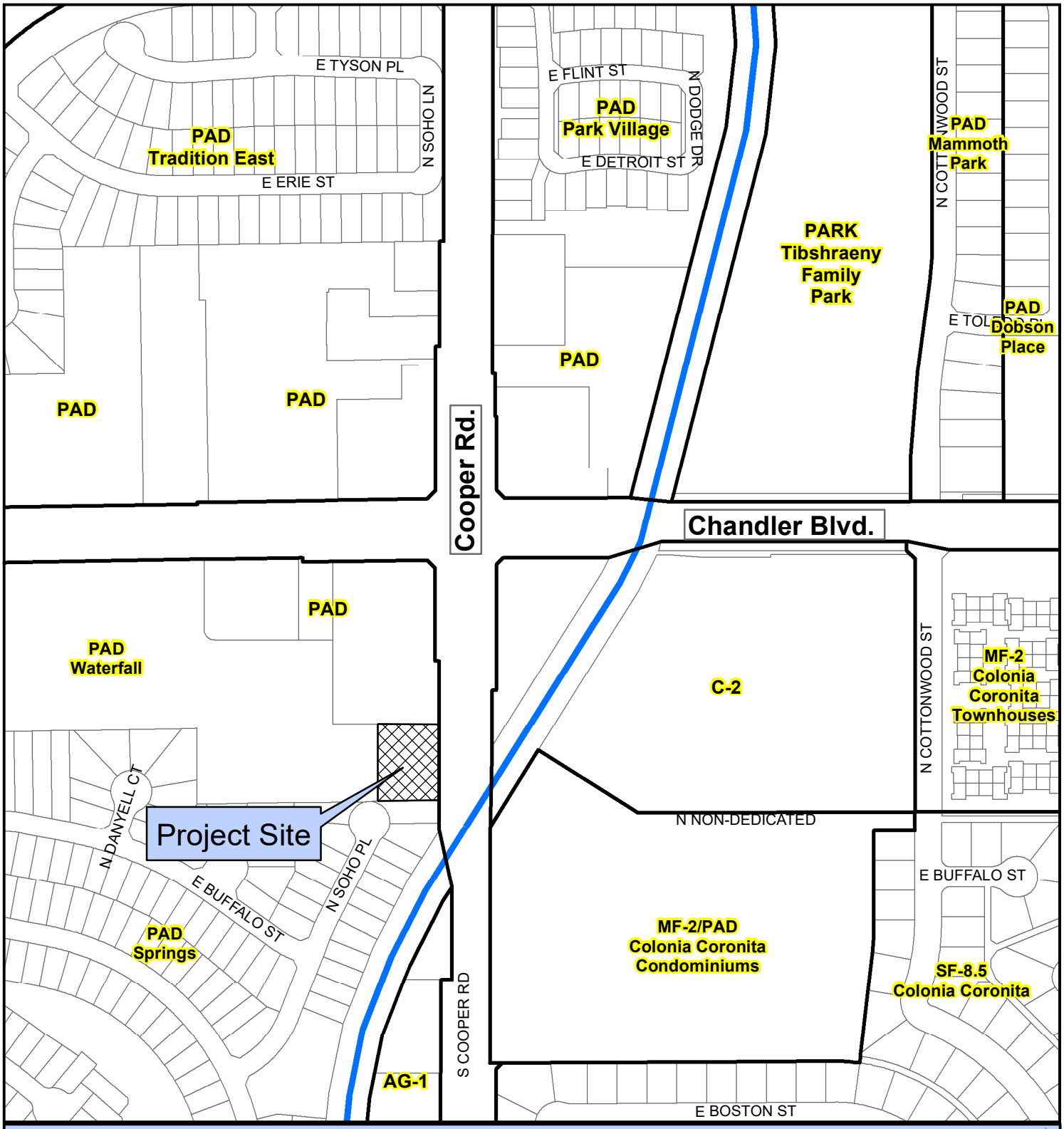
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35, BEING A BRASS CAP IN HANDHOLE, FROM WHICH THE EAST QUARTER CORNER OF SECTION 35, BEARS SOUTH 00º 04' 49" WEST (BASIS OF BEARING), A DISTANCE OF 2658.60 FEET;

THENCE ALONG SAID LINE, SOUTH 00°04'49" WEST, A DISTANCE OF 664.65 FEET;
THENCE DEPARTING SAID LINE, SOUTH 89°09'17" WEST, A DISTANCE OF 65.01 FEET, TO THE WEST RIGHT-OF-WAY LINE OF COOPER ROAD AS SHOWN IN BOOK 579, PG 40, M.C.R., ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 89°09'41" WEST, A DISTANCE OF 150.02 FEET;
THENCE NORTH 00°04'49" EAST, A DISTANCE OF 188.61 FEET;
THENCE SOUTH 89°55'11" EAST, A DISTANCE OF 150.00 FEET TO THE PREVIOUSLY DESCRIBED WEST RIGHT-OF-WAY LINE OF COOPER ROAD;
THENCE SOUTH 00°04'49" WEST, A DISTANCE OF 186.20 FEET ALONG SAID LINE, TO THE POINT OF BEGINNING.

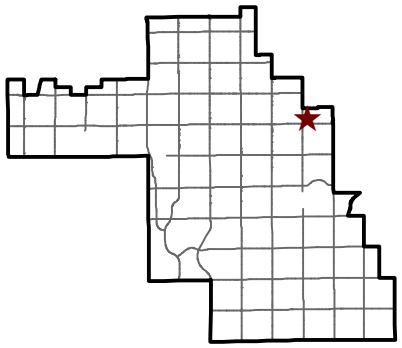
CONTAINING 28,111 SQUARE FEET OR 0.645 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.



PLH25-0009 Cooper Road Medical and Retail Building

Proposed Project Details
Rezone/PDP
Approx. 0.64 Acres
Proposed Medical Office and Retail Building



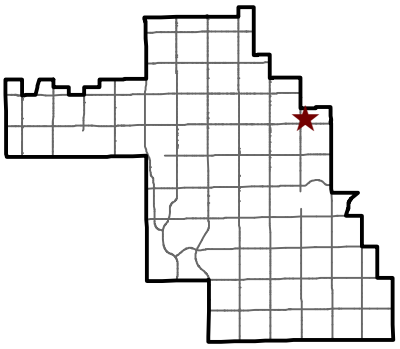
CHANDLER arizona

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



PLH25-0009 Cooper Road Medical and Retail Building

Proposed Project Details
Rezone/PDP
Approx. 0.64 Acres
Proposed Medical Office and Retail Building



CHANDLER arizona

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

Planned Area Development

and

Preliminary Development Plan

for

Cooper Road Medical and Retail Building

South of the Southwest Corner of
Chandler Boulevard and Cooper Road

by:

HHB IX, LLC

Case No.: PLH25-0009

Submitted: April 18, 2025
2nd Submittal: June 20, 2025
3rd Submittal: September 29, 2025

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IV. Proposed PDP 1

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B. Grading and Drainage 2

VI. Project Team 2

VII. Conclusion 3

TABLE OF EXHIBITS

Exhibit No.	Description
1	Aerial
2	General Plan Map
3	Zoning Map
4	Site Plan
5	Elevations and Floorplan
6	Building Perspectives
7	Landscape Plan

Cooper Road Medical and Retail Building

I. Introduction

HHB IX, LLC ("HHB") is the proposed developer of approximately 0.65 acres (gross and net) located 0 N. Cooper Road, generally south of the southwest corner of Cooper Road and Chandler Boulevard (the "Site"). (See **Exhibit 1**, Aerial) The Site is part of the Village at the Springs and is identified as Maricopa County Assessor's Parcel Number 303-02-927. HHB proposes developing this challenging, infill site with high quality commercial and office uses.

II. Site and Surrounding Area

The Site is bound on the north by a commercial center with a Walgreens, on the west by The Waterfall, a condominium development, on the south by The Springs, a single-family residential neighborhood, and on the east by Cooper Road. Beyond Cooper Road to the east is a canal and the parking lot of the Colonia Coronita Condominium community. The Site is designated as 'Neighborhoods' in the City's 2016 General Plan. (See **Exhibit 2**, General Plan Map) The property is also zoned as a Planned Area Development (PAD). (See **Exhibit 3**, Zoning Map) Permitted uses in the PAD are limited to retail uses only. Non-retail uses listed in Section 2100 of the Zoning Code, such as, *but not limited to*, assembly halls, nursing homes, community centers, churches, hospitals and miniature golf require an amendment to the PAD.

III. Proposed PAD

One of the objectives of PAD zoning is "to provide for a coordinated and compatibly arranged variety of land uses through innovative site planning." Another objective is "to provide a maximum choice in the types of environments for residential, commercial, and industrial uses and facilities." The intent of this PAD is to accomplish those objectives by rezoning the Site from the existing PAD to PAD Commercial (C-2 uses as found in the City's Zoning Code and office, including general, professional, and medical office). The proposed zoning change responds to the existing and future needs of the community by providing neighborhood commercial uses and services. The proposed PAD meets the applicable zoning objectives.

IV. Proposed PDP

A conceptual site plan and building elevations are included with this application as **Exhibit 4** and **Exhibit 5**, respectively. It is important to note that the proposed medical office component occupies approximately 2,435 square feet of the total 5,454-square-foot building. The remaining approximately 3,019 square feet will be split between two retail suites.

The architectural design of the building elevations is thoughtfully inspired by the adjacent Walgreens to the north, promoting visual cohesion along the corridor while incorporating distinctive elements that establish this project's unique identity as a standalone development. To further enhance the aesthetic quality, windows have been strategically added to the rear façade—facing Cooper Road—introducing visual interest and improving the overall streetscape presence. (See **Exhibit 6**, Building Perspectives)

A new 10-foot-wide equestrian trail will be constructed along the full length of the southern property boundary, enhancing connectivity and reinforcing the site's integration with the surrounding trail network. (See **Exhibit 7**, Landscape Plan)

A. Development Standards

The Cooper Road Medical and Retail Building will be developed with the following development standards:

Regulation	Development Standard
Building Height (max.)	20 ft.
Building Setback (min.) - East - North - West - South	 20 ft. 0 ft. 5 ft. 45 ft.
Landscape Setback (min.) - East - North - West - South	 20 ft. 0 ft. 0 ft. 0 ft.

B. Parking

The As illustrated on the Site Plan, the property includes 28 standard parking spaces and 2 ADA-accessible spaces to accommodate the proposed 5,454-square-foot building. Parking requirements will be calculated at a ratio of 5.5 spaces per 1,000 square feet of building area. This methodology aligns with the City's standard for commercial centers under 10,000 square feet and was also applied in determining parking requirements for the adjacent Walgreens.

V. MISCELLANEOUS

A. Phasing

HHB intends to develop in one phase. Deviations from the proposed phasing schedule may be administratively approved by Staff.

B. Grading and Drainage

All development drainage systems will be designed and constructed in accordance to the latest MAG Standard Specifications and Details and the latest City Standards Details and Specifications. Onsite drainage and retention shall consist of some onsite surface retention and an underground storm drain system that will be designed to capture storm water runoff according to the City's calculation requirements.

VI. PROJECT TEAM

Developer:	HHB IX, LLC Attn: Alyse Hilles 7121 S. Val Vista Dr, Suite 101 Gilbert, AZ, 85298
Architect:	ProCaDesign, LLC Attn: Ana Victoria 1301 E. Washington St, Suite 202 Phoenix, AZ 85034

Zoning:

Ray Law Firm
Attn: Brennan Ray
2325 E. Camelback Rd, Suite 180
Phoenix, AZ 85016

VII. CONCLUSION

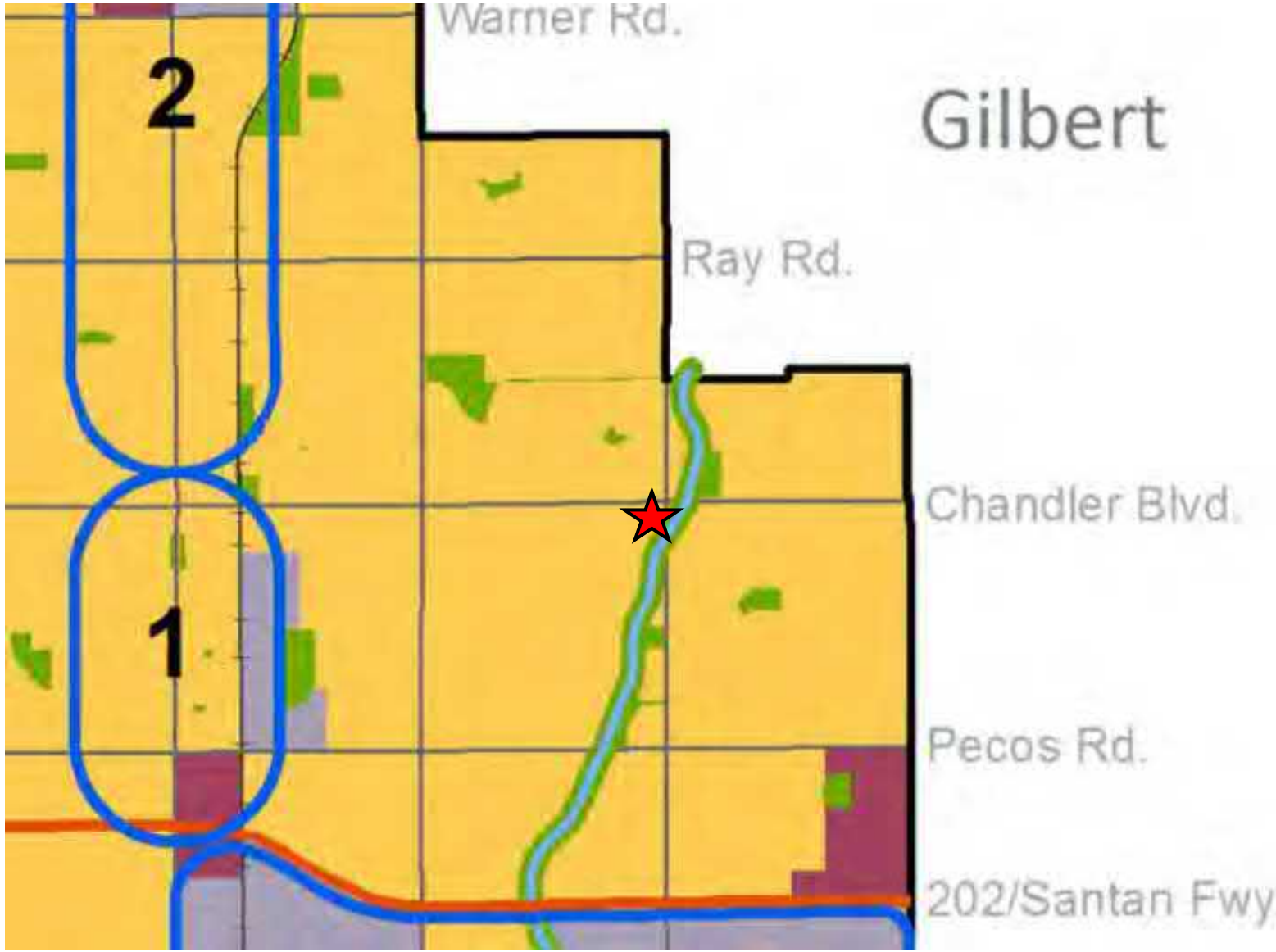
The proposed development is an excellent use of this challenging infill property with neighborhood commercial uses. The architecture is compatible with the surrounding area. The design will be attractive in area. We request your approval.

HHB IX, LLC

Exhibit 1


E CHANDLER BLVD
N COOPER ROAD
N Soho Pl
SUBJECT PROPERTY

Exhibit 2



Future Land Use Plan Map

Neighborhoods
This category allows a range of residential densities and a variety of non-residential uses such as commercial, institutional, public facilities, and commercial offices based upon location and other criteria as described in the text of the general plan.

Regional Commercial
Major regional commercial uses such as shopping malls, power centers, large single-use retail, and other commercial centers. As described in the general plan text, these locations are eligible for consideration of urban-style mixed-use developments. Other supportive land uses that may be allowed include large offices and mixed residential densities.

Employment
Major employers, knowledge-based employers, industrial/business parks, and industrial support uses. A compatible mix of supporting commercial uses and residential densities as an integral component may be considered as described in the General Plan text, growth area policies, and area plans.

Recreation/Open Space
Public parks and open spaces shown are greater than approximately five acres. Refer to the Parks and Open Space Map for more information.

Exhibit 3

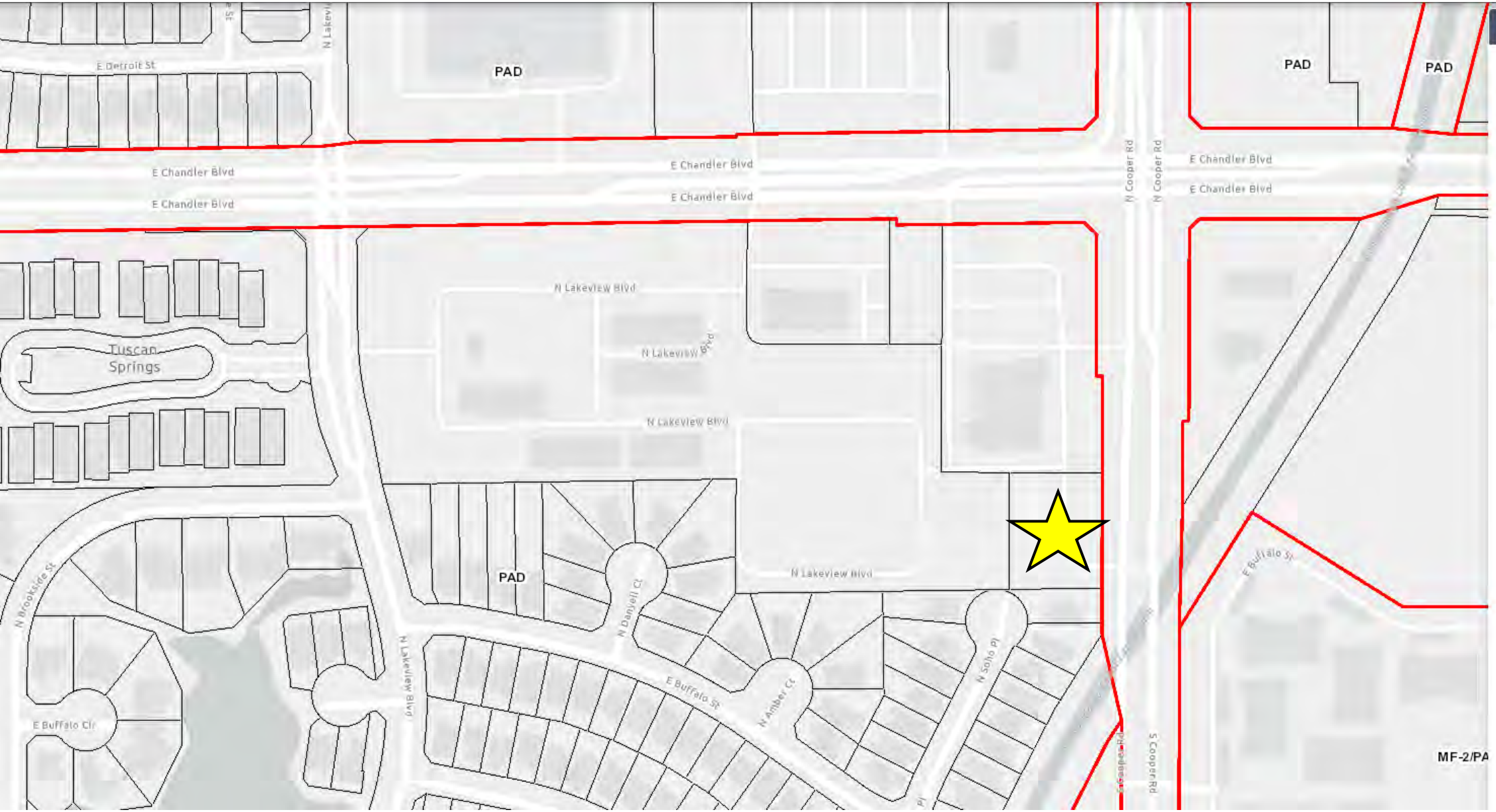
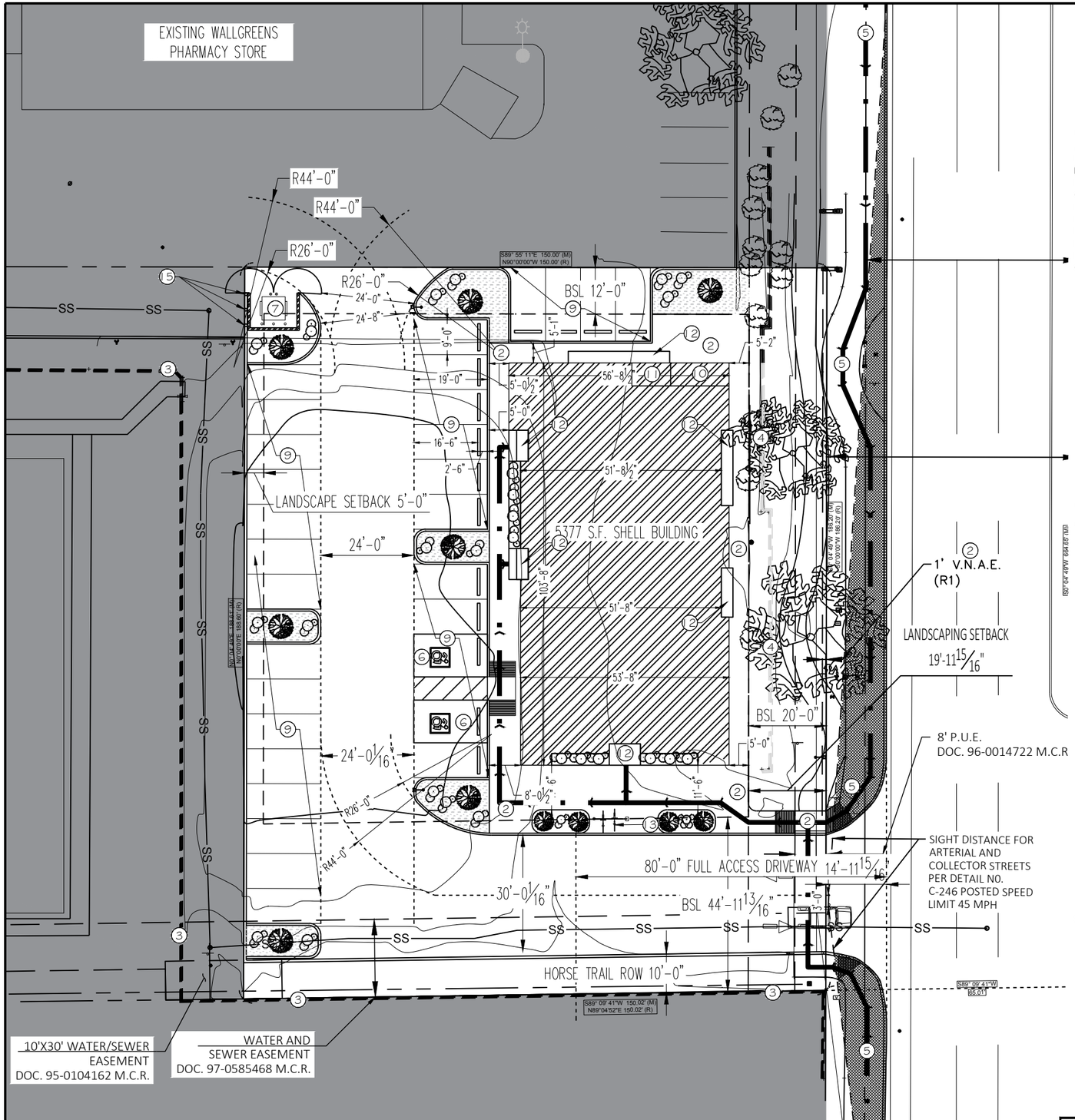

E Detroit St
PAD
PAD
PAD
E Chandler Blvd
E Chandler Blvd
E Chandler Blvd
E Chandler Blvd
E Chandler Blvd
N Cooper Rd
N Cooper Rd
N Lakeview Blvd
N Lakeview Blvd
N Lakeview Blvd
Tuscan Springs
PAD
N Brookside St
N Daniell Ct
N Lakeview Blvd
E Buffalo St
N Amber Ct
N Soho Pl
E Buffalo Cir
E Buffalo St
S Cooper Rd
MF-2/PA
Legend
Planning Layers
Zoning
Parcel
Zoning Cases
Proposed
Approved
Group Home
City Boundary

Exhibit 4



ARCHITECTURAL SITE DEVELOPMENT PLAN

SCALE: 1" = 20'-0"

0 10' 20'

SITE PLAN NOTE

NOTE: SITE PLAN DIMENSIONS ARE OBTAINED FROM COUNTY ASSESSOR'S WEBSITE AND ARE TO BE USED AS A POINT OF REFERENCE ONLY. FOR EXACT DIMENSIONS, PLEASE CONTACT A REGISTERED SURVEYOR. PROCADESIGN SHOULD NOT BE HELD LIABLE IF THE DIMENSIONS FOUND ON COUNTY ASSESSOR'S WEBSITE ARE INACCURATE, IT IS THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO GET A SURVEY OF THE PROPERTY.

LEGEND

(NOT ALL USED)

M.C.R.	MARICOPA COUNTY RECORDER
P.U.E.	PUBLIC UTILITY EASEMENT
FND	FOUND
CMU	CONCRETE MASONRY UNIT
D/W	DRIVEWAY
BK. PG.	BOOK AND PAGE
DOC.	DEED # M.C.R.
M	MEASURED
R	RECORD
COC	CITY OF CHANDLER

- SANITARY SEWER MANHOLE
- TELEPHONE PEDESTAL
- MISC. VAULT
- WATER METER
- WATER MANHOLE
- WATER VALVE
- FOUND BRASS CAP IN HAND HOLE
- SET 5/8" REBAR WITH CAP RLS# 35113
- SET MAG NAIL WITH WASHER RLS# 35113
- BREAKLINE
- BACKFLOW PREVENTER
- SANITARY SEWER CLEANOUT
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- GATE
- AERIAL PANEL POINT
- LIGHT POLE
- STORM DRY WELL
- SIGN
- STREET LIGHT
- EXISTING TREE
- EXISTING BUSH/SHRUB
- SECTION LINE
- BOUNDARY LINE
- ADJACENT BOUNDARY LINE
- EASEMENT LINE
- BUILDING SETBACK LINE
- UNDERGROUND SEWER LINE
- CMU BLOCK WALL

KEY NOTES

1. NEW SHELL BUILDING (SUBJECT OF THIS PROJECT)
2. NEW 5' WIDE SIDEWALK
3. EXISTING 6' CMU FENCE
4. EXISTING 3' CMU FENCE TO BE DEMOLISHED
5. EXISTING SIDEWALK
6. PROPOSED ADA PARKING SPACE
7. TRASH CONTAINER AND ENCLOSURE
8. LANDSCAPING AREA
9. PROPOSED 9' x 19' PARKING SPACES (16.5' PARKING SPACE + 2.5' OVERHANG)
10. RISER ROOM
11. SES ELECTRICAL SERVICE ENTRANCE
12. BUILDING ENTRANCE CANOPY
14. BICYCLE PARKING
15. BOLLARDS TO PROTECT TRASH ENCLOSURE

PARKING CALCULATIONS

CHANDLER CITY CODE CHAPTER 35.
PARKING REQUIREMENTS

BUILDING FOOTPRINT 5377 S.F.

SHELL BUILDING= 5377 SQ/FT
SPACES REQUIRED = 5.5 PER 1000SQ.FT.
TOTAL = 29.57

PARKING PROVIDED

REGULAR SPACES	28
HANDICAP SPACES	2
TOTAL SPACES	30

5% PARKING LANDSCAPE OF TOTAL PARKING AREA.

PARKING LANDSCAPE AREA REQUIRED= 776.83S.F.
PARKING LANDSCAPE AREA PROVIDED = 1215.65 S.F.

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

PROJECT DESCRIPTION

NEW SHELL BUILDING

OWNER

HHB XI LLC
ABDUL JAZZAR
PHONE NUMBER:480 980 8099
EMAIL ADDRESS:aj.jazzar@hhbgroup.net

DEVELOPER:

NAME:PROCADESIGN
PHONE NUMBER:6026062885
EMAIL ADDRESS: INFO@PROCADESIGN.COM
ADDRESS:1301 E WASHINGTON ST SUITE 202 PHOENIX AZ 85034

PROJECT INFORMATION

PROJECT ADDRESS:	0 N COOPER RD. CHANDLER AZ 85225
DESCRIPTION:	NEW GROUND UP SHELL BUILDING
PARCEL #:	303-02-927
TOTAL SITE AREA:	28,106 S.F. (0.64 ACRES)
TOTAL BUILDING AREA:	5377 S.F
TOTAL LOT COVERAGE:	19.13% OF TOTAL SITE AREA
MAX LOT COVERAGE:	55%
BUILDING AREA:	5454 S.F.
BLDG LOT COVERAGE:	55%
OCCUPANCY TYPE:	-
CONSTRUCTION TYPE:	V-B
NUMBER OF STORIES:	1
BUILDING HEIGHT:	20'-0"
REQUIRED DOOR WIDTH:	36" MIN
EXITS PROVIDED:	-
FIRE SPRINKLERS:	-
FIRE ALARMS/ STROBES/ ANNUNCIATORS:	-
SMOKE DETECTORS:	-
FIRE EXTINGUISHERS:	-
EMERGENCY LIGHTING:	-
EXIT SIGNS:	-

CITY OF CHANDLER GENERAL SITE PLAN NOTES:

1. ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND SITE CLEANUP, MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE.
2. ALL ROOF MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WALLS EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT.
3. SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND MOUNTED MECHANICAL EQUIPMENT.
4. ALL EXTERNAL LIGHTING SHALL BE LOCATED AND DESIGN TO PREVENT RAYS FROM BEING DIRECTED OFF OF THE PROPERTY UPON WHICH THE LIGHTING IS LOCATED.
5. THE FIRE DEPARTMENT DOUBLE CHECK ASSEMBLY SHALL BE PAINTED TO MATCH THE ADJACENT WALL COLOR.
6. 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.
7. 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.
8. ALL WALLS OVER 7' IN HEIGHT, SITE LIGHTING, SIGNAGE, RAMADAS AND SHADE STRUCTURES REQUIRE SEPARATE SUBMITTAL AND PERMITS.

VICINITY MAP



VICINITY MAP
NOT TO SCALE

PROCA DESIGN LLC
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#	REVISIONS	DATE

COOPER ROAD MEDICAL AND RETAIL BUILDING

0 N COOPER RD
CHANDLER AZ 85225

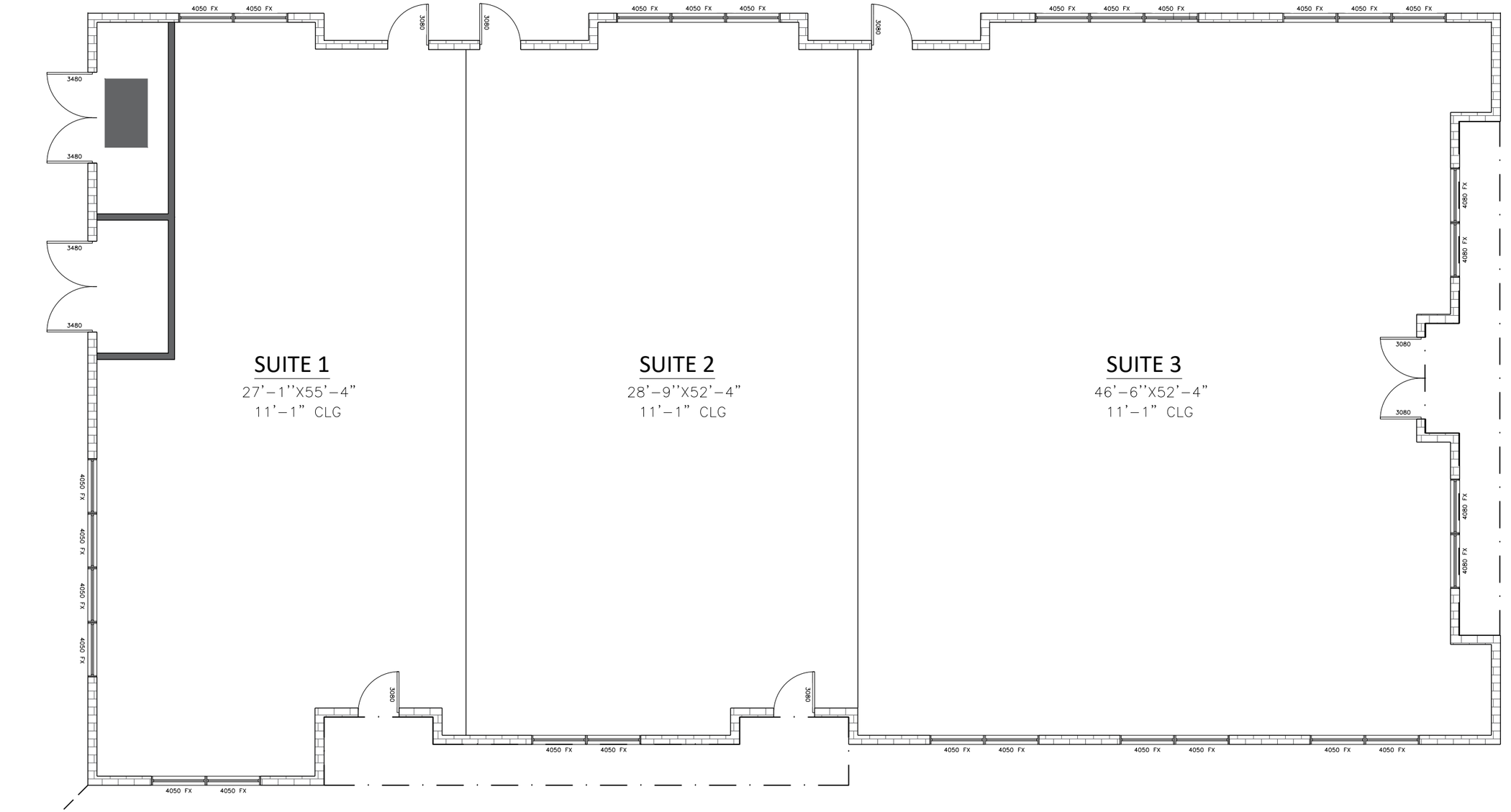
DRAWN BY:
PROCADESIGN LLC
CONTACT #
www.procadesign.net
(602) 606-2885
info@procadesign.com

DATE: 07/25/25

SCALE: PER PLAN

SHEET: A-0

Exhibit 5



FLOOR PLAN

SCALE: $\frac{1}{8}$" = 1'-0"

NORTH

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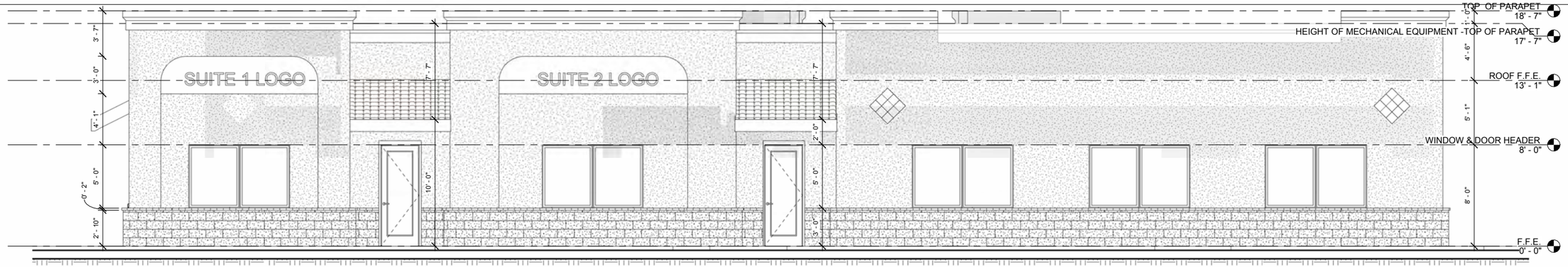
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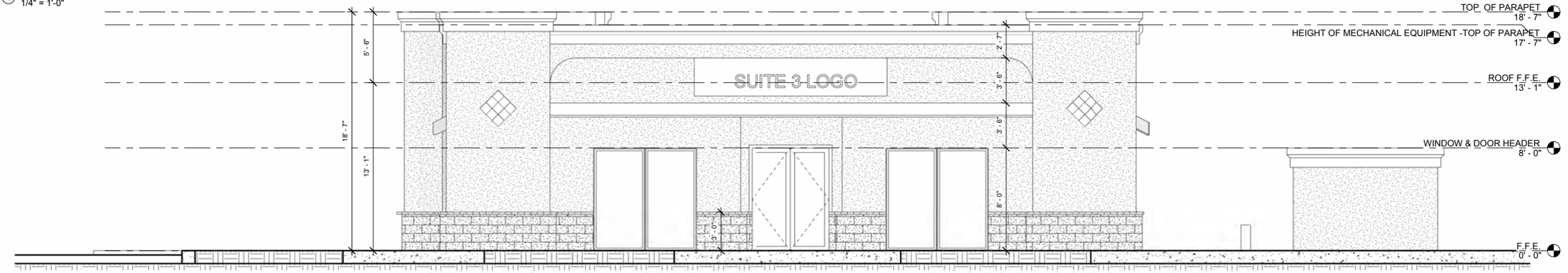
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SCALE: PER PLAN

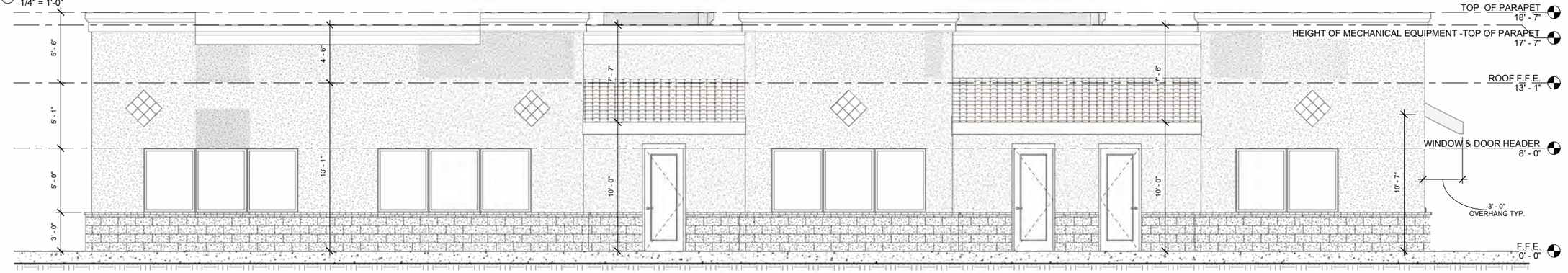
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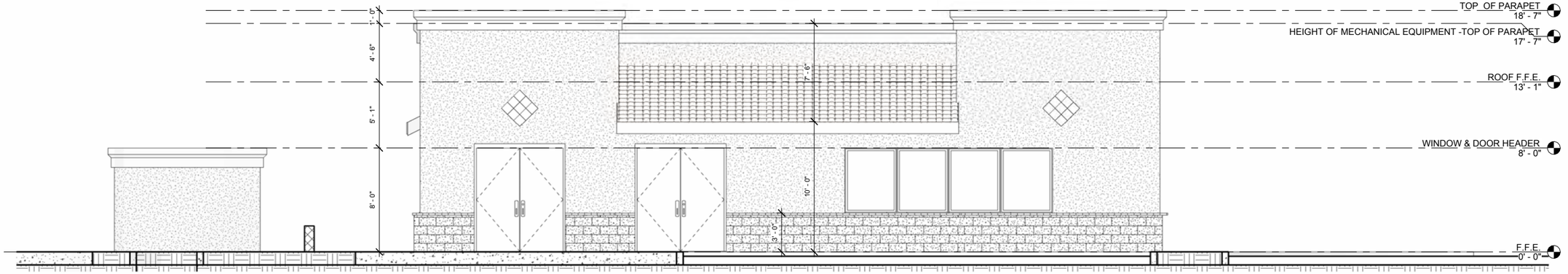
1 WEST ELEVATION
1/4" = 1'-0"



2 SOUTH ELEVATION
1/4" = 1'-0"



3 EAST ELEVATION
1/4" = 1'-0"



4 NORTH ELEVATION

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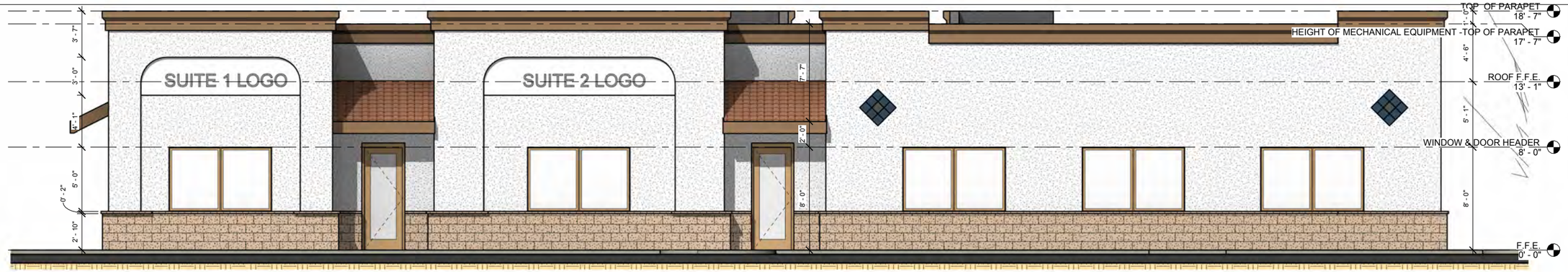
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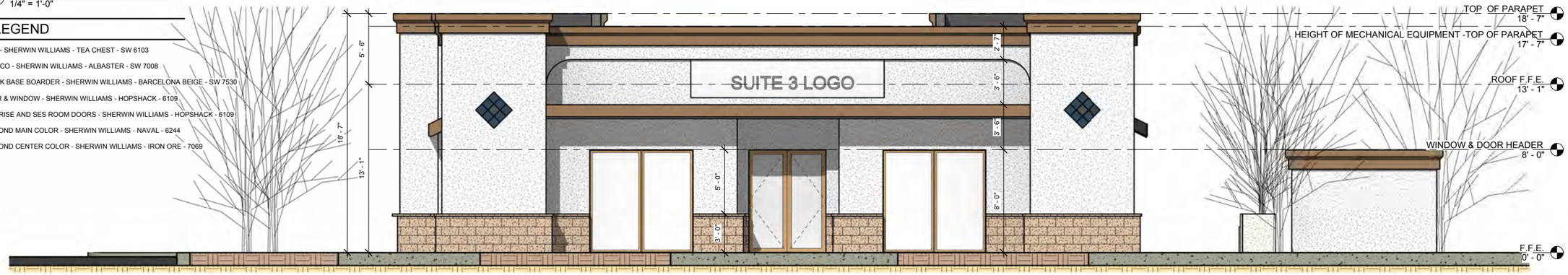
DRAWN BY	PROCADESIGN LLC
CONTACT #	www.procadesign.com (602) 606-2885 info@procadesign.com
DATE	07/25/25
SCALE	1/4" = 1'-0"
SHEET	A2.1



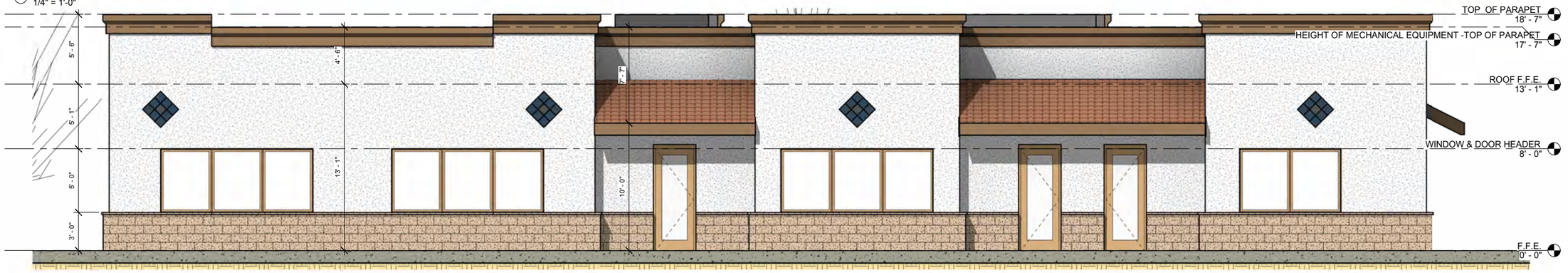
1 WEST ELEVATION - COLOR
1/4" = 1'-0"

PAINT LEGEND

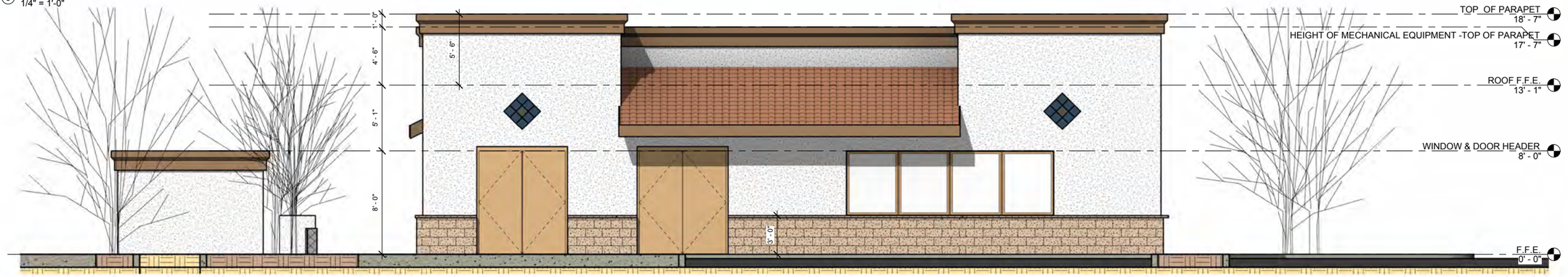
- TRIM - SHERWIN WILLIAMS - TEA CHEST - SW 6103
- STUCCO - SHERWIN WILLIAMS - ALBASTER - SW 7008
- BLOCK BASE BOARDER - SHERWIN WILLIAMS - BARCELONA BEIGE - SW 7530
- DOOR & WINDOW - SHERWIN WILLIAMS - HOPSHACK - 6109
- FIRE RISE AND SES ROOM DOORS - SHERWIN WILLIAMS - HOPSHACK - 6109
- DIAMOND MAIN COLOR - SHERWIN WILLIAMS - NAVAL - 6244
- DIAMOND CENTER COLOR - SHERWIN WILLIAMS - IRON ORE - 7069



2 SOUTH ELEVATION - COLOR
1/4" = 1'-0"



3 EAST ELEVATION - COLOR
1/4" = 1'-0"



4 NORTH ELEVATION - COLOR

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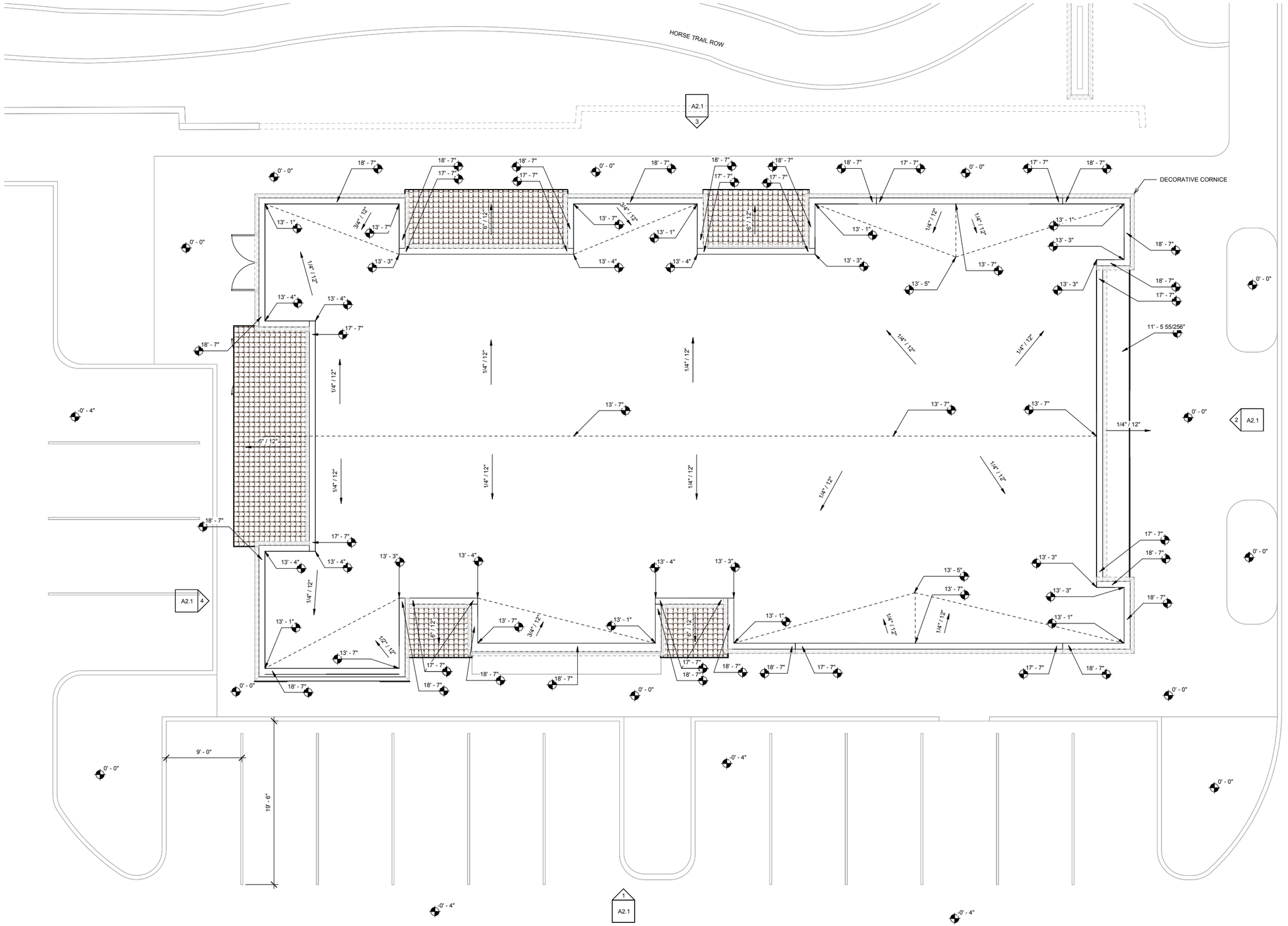
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SHEET	A2.2



1 ROOF PLAN
3/16" = 1'-0"

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SCALE
3/16" = 1'-0"

SHEET
A4

Exhibit 6

PAINT LEGEND

- TRIM - SHERWIN WILLIAMS - TEA CHEST - SW 6103
- STUCCO - SHERWIN WILLIAMS - ALBASTER - SW 7008
- BLOCK BASE BOARDER - SHERWIN WILLIAMS - BARCELONA BEIGE - SW 7530
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1 3D AERIAL VIEW FROM SOUTHWEST

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SCALE
1/4" = 1'-0"

SHEET
3D-0

PAINT LEGEND

- TRIM - SHERWIN WILLIAMS - TEA CHEST - SW 6103
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1 3D – NORTHWEST AERIAL VIEW



2 3D – SOUTHWEST AERIAL VIEW

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DATE
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SCALE
1/4" = 1'-0"

SHEET
3D-1

PAINT LEGEND

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1 3D – SOUTHEAST AERIAL VIEW



2 3D – NORTHEAST AERIAL VIEW

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SCALE
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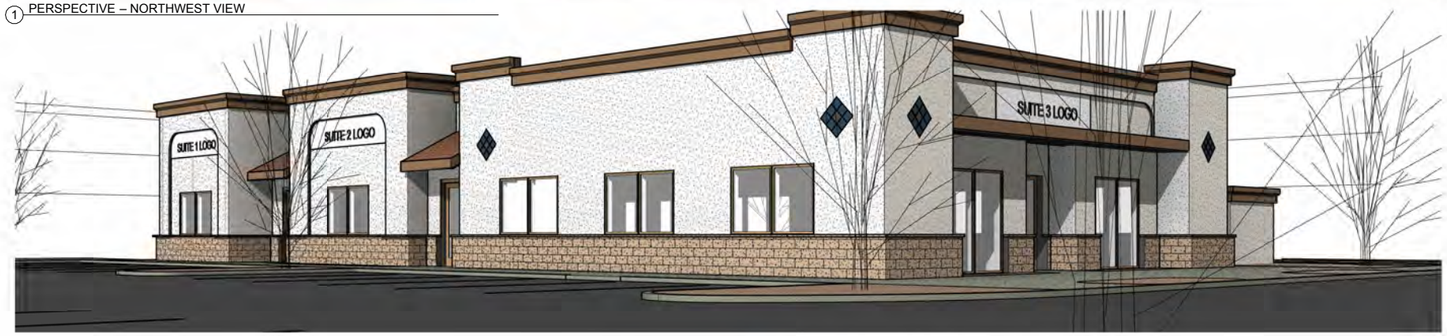
SHEET
3D-2

PAINT LEGEND

- TRIM - SHERWIN WILLIAMS - TEA CHEST - SW 6103
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1 PERSPECTIVE – NORTHWEST VIEW



2 PERSPECTIVE – SOUTHWEST VIEW



3 PERSPECTIVE – SOUTHEAST VIEW



4 PERSPECTIVE – NORTHEAST VIEW

PROCA DESIGN LLC

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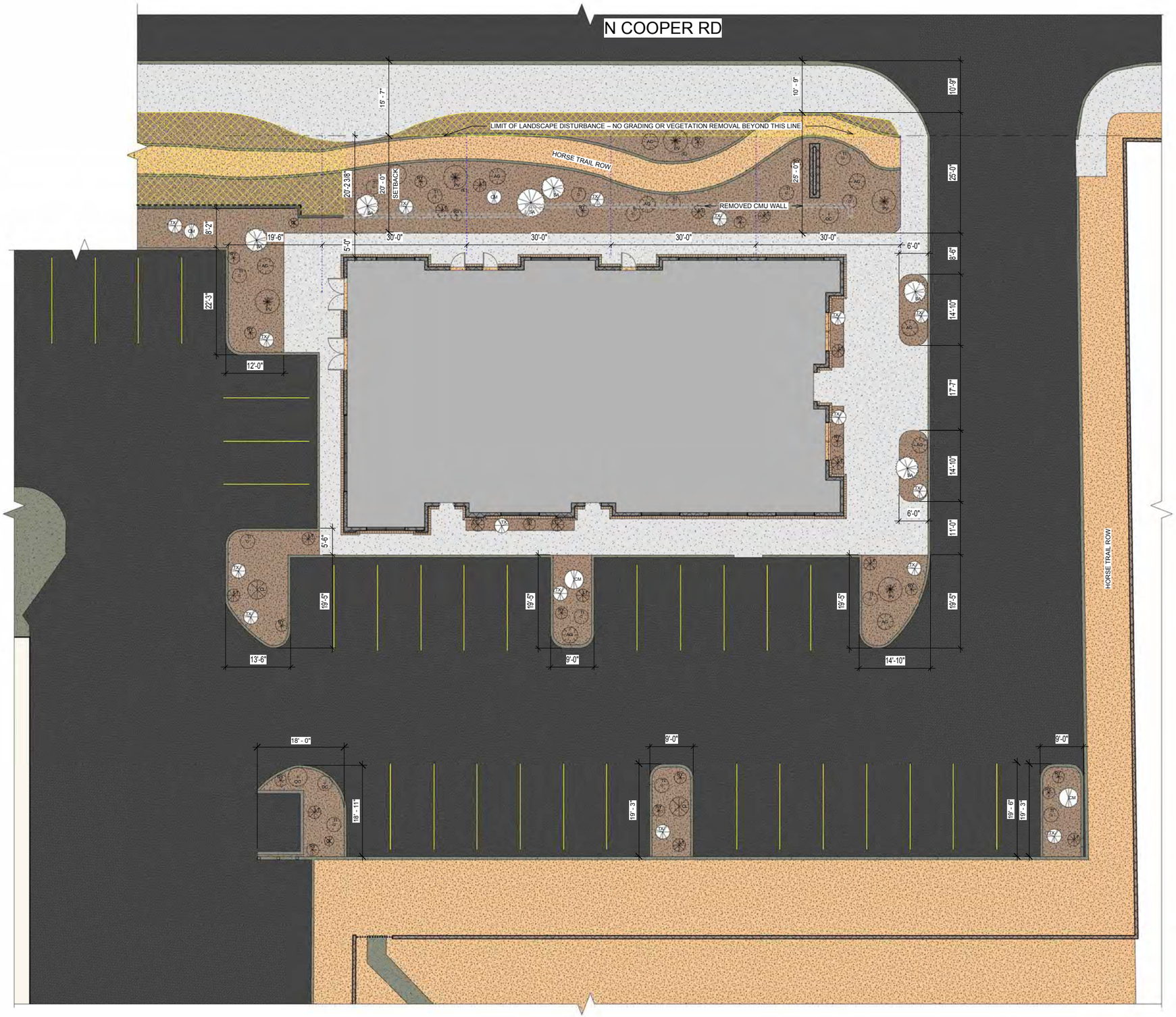
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info@procadesign.com

DATE
07/25/25

SCALE
1/4" = 1'-0"

SHEET
3D-3

Exhibit 7



1 LANDSCAPE PLAN
1" = 10'-0"

TREE

IMAGE	COMMON NAME	SYMBOL	QUANTITY AND SIZE
	PALO VERDE (PARKINSONIA ACULEATA)	PV	1 – 24" BOX OR 2" CAL
	CHILOPSIS LINEARIS (DESERT WILLOW)	CL	5 – 24" BOX
	CHILEAN MESQUITE (PROSOPIS CHILENSIS)	CM	4 – 24" BOX
	OCOTILLO (FOUQUIERIA SPLENDENS)	OC	3 – 15 GAL
	SAGUARO (CARNEGIEA GIGANTEA)	SA	2 – 36" BOX

SHRUBS / GROUNDCOVERS

IMAGE	COMMON NAME	SYMBOL	QUANTITY AND SIZE
	TEXAS RANGER (LEUCOPHYLLUM FRUTESCENS)	TX	13 – 5 GAL
	RED YUCCA (HESPERALOE PARVIFLORA)	RY	14 – 5 GAL
	LANTANA (LANTANA SPP.)	LA	12 – 1 GAL
	TRAILING INDIGO BUSH (DALEA GREGGII)	TI	10 – 1 GAL (GROUNDCOVER)
	AGAVE (AGAVE PARRYI / AMERICANA)	AG	4 – 5 GAL

LANDSCPE LEGEND
3/32" = 1'-0"

GENERAL LANDSCAPE & SITE NOTES

1. CLUSTERING TO PROVIDE 1 TREE + 6 SHRUBS PER 30 LF AND 50% GROUND COVER AT MATURITY
2. ALL LANDSCAPED AREAS SHALL UTILIZE COMPACTED NATIVE SOIL AS BASE MATERIAL UNLESS OTHERWISE SPECIFIED. SOIL SHALL BE GRADED FOR PROPER DRAINAGE AND COMPACTED TO 90% MINIMUM PER ASTM D1557.
3. ALL PLANT MATERIAL SHALL BE DROUGHT-TOLERANT AND DESERT-ADAPTED, SUITABLE FOR THE SONORAN DESERT CLIMATE.
4. IRRIGATION SHALL BE A LOW-VOLUME DRIP SYSTEM, AUTOMATIC AND SMART-CONTROLLED. NO OVERHEAD SPRAY ALLOWED IN NON-TURF AREAS.
5. ALL TREES SHALL BE DOUBLE-STAKED, INSTALLED IN PITS TWICE THE ROOT BALL WIDTH, AND BACKFILLED WITH NATIVE SOIL.
6. CONTRACTOR SHALL MAINTAIN LANDSCAPE AND IRRIGATION SYSTEMS FOR A MINIMUM OF 90 DAYS AFTER FINAL ACCEPTANCE, REPLACING ANY STRESSED OR DEAD VEGETATION.
7. HARDSCAPE SURFACES WITHIN LANDSCAPE AREAS TO BE STABILIZED DECOMPOSED GRANITE OR BROOM-FINISHED CONCRETE, AS SHOWN ON PLAN.
8. PLANTER ISLANDS TO COMPLY WITH CITY OF CHANDLER STANDARDS:
   SINGLE-ROW ISLANDS (9'X19'): 1 TREE + 5 SHRUBS MINIMUM
9. EQUESTRIAN TRAIL ALONG THE SOUTH PROPERTY LINE SHALL BE PRESERVED PER CITY REQUIREMENTS. TRAIL TO BE A MINIMUM 8 ' WIDE, SURFACED WITH COMPACTED NATIVE SOIL, AND MAINTAIN 10' VERTICAL CLEARANCE. INSTALL A 3' CMU SCREEN WALL ADJACENT TO THE TRAIL WHERE INDICATED IN SITEPLAN.

N

PROCA DESIGN LLC

THE INFORMATION CONTAINED ON THESE DRAWINGS SUCH AS DATA, DESIGNS, AND CONCEPTS, ARE PROPERTY OF PROCADESIGN LLC AND ARE NOT TO BE USED FOR ANY PURPOSE OTHER THAN ORIGINALLY INTENDED WITHOUT WRITTEN PERMISSION OF THE DESIGNER/CONSULTANT

#	REVISIONS	DATE

COOPER ROAD MEDICAL AND RETAIL BUILDING

0 N COOPER RD
CHANDLER AZ 85225

DRAWN BY
PROCADESIGN LLC

CONTACT #
www.procadesign.com
(602) 606-2885
info@procadesign.com

DATE
07/25/25

SCALE
As indicated

SHEET
LS

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-029

Date: November 10, 2025
To: Mayor and Council
From:
Subject: PLH24-0046 Price Road Innovation Campus
Introduction and Tentative Adoption of Ordinance No. 5143

Proposed Motion:

Move City Council continue this request to the December 11, 2025 Regular Meeting to rezone an approximately 40-acre site from Planned Area Development (PAD) to PAD for a data center (approximately 422,877 square feet and 85 feet high) in addition to knowledge-intensive uses, advanced business services and ancillary commercial with a Mid-Rise Overlay up to 90 feet and Preliminary Development Plan approval for site layout and building architecture.

Background/Discussion

The applicant is requesting a continuance to provide additional time to work out terms of a development agreement with the City.

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-026

Date: November 10, 2025
To: Mayor and Council
John M. Pombier, Acting City Manager
Thru: Leah Powell, Deputy City Manager
Kevin Mayo, Acting Development Services Director
From: Darsy Smith, City Planner
Subject: PLH25-0024 Middle Housing Overlay District Final Adoption of Ordinance No. 5141

Proposed Motion:

Move City Council adopt Ordinance No. 5141, approving PLH25-0024 Middle Housing Overlay District, to allow for duplexes, triplexes, fourplexes, and townhomes on all lots zoned single-family residential within one mile of the Chandler's Central Business District, and at least twenty percent of any new development of more than ten contiguous acres as a permitted use.

Background/Discussion

- In May 2024, Governor Hobbs signed and authorized House Bill 2721 Middle Housing
- The bill mandates municipalities with populations exceeding 75,000 to comply by January 1, 2025
- Under HB 2721, municipalities must allow for duplexes, triplexes, fourplexes, and townhomes on all lots zoned single-family residential within one mile of the municipality's central business district, and at least twenty percent of any new development of more than ten contiguous acres as a permitted use, that is, without a public hearing (i.e., the Rezoning/Preliminary Development Plan process)
- HB 2721 precludes cities from:
  - Discouraging the development of middle housing through requirements or actions that make the permitting, siting, or construction of middle housing impracticable
  - Restricting middle housing types to less than two floors

- Restricting middle housing types to a floor area ratio of less than fifty percent
- Setting restrictions, permitting or review processes for middle housing that are more restrictive than those for single-family dwellings within the same zone
- Requiring owner occupancy of any structures on the lot
- Requiring more than one off-street parking space per unit

- Eligible properties must be zoned for single-family residential use
- Development standards including building setbacks for Planned Area Development (PAD) zoned properties and height must comply with single-family requirements within the zoning code

Methodology

- Resolution No. 4646, approved on October 25, 2012, established the Central Business District (CBD)
- The City of Chandler's Geographic Information System (GIS) database was utilized to identify the one-mile extent from the CBD (see attached map) surrounding the middle housing district
- Recent City Council approved duplex and triplex approvals were utilized as precedent for determining the proposed development standards that include reduced setbacks

Proposed Development Standards

Building Height	No building shall exceed twenty-five (25) feet in height at the building setback line, except any building may exceed such height provided that at no point it projects above a line sloping inward and upward at a forty-five (45) degree angle at the required setback line to a maximum height of thirty-five (35) feet.
Parking	One covered off-street parking space per unit
Lot Coverage	Gross building(s) area shall not exceed fifty (50) percent of the lot area.
Design Standards	See Section 35-1904 Residential Design Standards for additional site layout and building architecture requirements.*
Setbacks for AG-1, SF-33, SF-18, SF-10, SF-8.5, MF-1, MF-2, & MF-3	• Front yard: ten (10) feet to livable; 20 feet to required covered parking • Side yard : five (5) feet • Rear yard : ten (10) feet

Setbacks for PAD zoned properties	Building setbacks shall comply with the setbacks adopted in the PAD zoning designation.

*The referenced design standards are the subject of a separate item on the same agenda.

Public Outreach

- The request was noticed in accordance with the requirements of the Chandler Zoning Code
- Proposed Zoning Code Amendments were posted on City's website for public and stakeholder feedback
- As of writing this memo, staff has not received any opposition to the request

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Attachments

Ordinance 5141

Exhibit 'A' Chapter 35 Code Amendment

Middle Housing Legal Description

Middle Housing Overlay District Map

HB2721

ORDINANCE NO. 5141

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, DECLARING THAT DOCUMENT ENTITLED "2025 AMENDMENTS TO CHANDLER CITY CODE CHAPTER 35" TO BE A PUBLIC RECORD; AMENDING CHAPTER 35 LAND USE AND ZONING, RELATING TO ALLOWING MIDDLE HOUSING AS REQUIRED BY STATE LAW; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

WHEREAS, in accordance with Ariz. Rev. Stat § 9-240, the City Council may adopt by ordinance and any change or amendment to the regulations and provisions set forth in the Chandler City Code; and

WHEREAS, in 2024 the Arizona Legislature adopted House Bill 2721, codified as Ariz Rev. Stat. § 9-462.13, requiring a municipality to authorize by ordinance, and incorporate into its development regulations, zoning regulations and other official controls allowing the development of duplexes, triplexes, fourplexes, and townhomes as a permitted use; and

WHEREAS, Ariz. Rev. Stat. § 9-462.13 mandates that this code amendment be adopted on or before January 1, 2026 and places strict limitations on the types of regulations that a city is allowed to impose on the construction of duplexes, triplexes, fourplexes, and townhomes; and

WHEREAS, this ordinance is being adopted to comply with this bill that was adopted by the Arizona Legislature in 2024; and

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

WHEREAS, a public hearing was held by the Planning and Zoning Commission on October 15, 2025.

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

Section 1. That certain document known as "2025 Amendments to Chandler City Code Chapter 35," one paper copy and one electronic copy of which shall remain on file in the Office of the Clerk, is hereby declared to be a public record. A copy of the document is attached to this Ordinance as Exhibit A.

Section 2. That the Chandler City Code is hereby amended by adoption of amendments contained in "2025 Amendments to Chandler City Code Chapter 35."

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 _____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5141 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:

"2025 Amendments to Chandler City Code Chapter 35"

The Chandler City Code Chapter 35- Property Maintenance, Chapter 35- Land Use and Zoning, is hereby amended to read as follows (additions in ALL CAPS, deletions in ~~strikethrough~~, omitted text indicated by ellipses as ". . ."):

ARTICLE II. - DEFINITIONS

35-200. - Definitions.

. . .

CENTRAL BUSINESS DISTRICT: FOR PURPOSES OF CHAPTER 35, CENTRAL BUSINESS DISTRICT MEANS THAT AREA DESIGNATED AS THE CITY'S DOWNTOWN PURSUANT TO ARIZ. REV. STAT. § 9-462.13, HAVING THE BOUNDARIES CONSISTING OF THE CENTERLINES OF CHANDLER BOULEVARD ON THE NORTH, THE UNION PACIFIC RAILROAD ON THE EAST, PECOS ROAD ON THE SOUTH, AND PALM LANE AND ESSEX STREET ON THE WEST AS DEPICTED IN SECTION 35-3505.

. . .

Dwelling, townhouse: Building that has not less than three (3) nor more than eight (8) single-family housekeeping units erected in row as a single building, on adjoining lots, each being separated from the adjoining unit or units by an approved masonry party wall or walls extending from ground floor to roof along a dividing lot line, and each such building being separated from other buildings by required yard areas.

DWELLING, DUPLEX: TWO DWELLING UNITS ON THE SAME PARCEL OR LOT IN ATTACHED, DETACHED, OR SEMI-DETACHED ARRANGEMENTS THAT ARE DESIGNED FOR RESIDENTIAL OCCUPANCY BY NOT MORE THAN TWO HOUSEHOLDS LIVING INDEPENDENT FROM EACH OTHER.

DWELLING, FOURPLEX: FOUR DWELLING UNITS ON THE SAME PARCEL OR LOT IN ATTACHED, DETACHED OR SEMI-DETACHED ARRANGEMENTS THAT ARE DESIGNED FOR RESIDENTIAL OCCUPANCY BY NOT MORE THAN TWO HOUSEHOLDS LIVING INDEPENDENT FROM EACH OTHER.

DWELLING, TRIPLEX: THREE DWELLING UNITS ON THE SAME PARCEL OR LOT IN ATTACHED, DETACHED OR SEMI-DETACHED ARRANGEMENTS THAT ARE DESIGNED FOR RESIDENTIAL OCCUPANCY BY NOT MORE THAN THREE HOUSEHOLDS LIVING INDEPENDENTLY FROM EACH OTHER.

. . .

MIDDLE HOUSING: RESIDENTIAL BUILDINGS THAT ARE COMPATIBLE IN SCALE, FORM, AND CHARACTER WITH SINGLE-FAMILY HOUSES AND THAT CONTAIN TWO OR MORE ATTACHED,

DETACHED, STACKED, OR CLUSTERED HOMES, INCLUDING DUPLEXES, TRIPLEXES, FOURPLEXES, AND TOWNHOUSES.

. . .

ARTICLE XXXV. – MIDDLE HOUSING OVERLAY DISTRICT

35-3501. - GENERAL INTENT AND PURPOSE.

THE PURPOSE OF THIS ARTICLE IS TO CONFORM WITH ARIZ. REV. STAT. § 9-462.13, WHICH REQUIRES MUNICIPALITIES WITH POPULATIONS OF 75,000 OR MORE PERSONS TO AUTHORIZE DUPLEXES, TRIPLEXES, FOURPLEXES, AND TOWNHOUSES AS A PERMITTED USE ON BOTH OF THE FOLLOWING:

(1) ALL LOTS ZONED FOR SINGLE-FAMILY RESIDENTIAL USE WITHIN ONE MILE OF THE CITY'S CENTRAL BUSINESS DISTRICT; AND

(2) AT LEAST TWENTY PERCENT OF ANY NEW DEVELOPMENT OF MORE THAN TEN CONTIGUOUS ACRES. THE REGULATIONS IN THIS ARTICLE ARE IN ADDITION TO OTHER CODES AND REQUIREMENTS OF THE CITY.

35-3502. - USES PERMITTED.

MIDDLE HOUSING BUILDINGS ARE CONSIDERED A PERMITTED USE AS DEFINED IN ARIZ. REV. STAT § 9-462.13, SUCH THAT CONSTRUCTION OF MIDDLE HOUSING WILL BE APPROVED WITHOUT REQUIRING A PUBLIC HEARING, VARIANCE, CONDITIONAL USE PERMIT, SPECIAL PERMIT, OR OTHER SPECIAL EXCEPTION. EXCEPT AS PROVIDED IN THIS ARTICLE, THE MIDDLE HOUSING OVERLAY DISTRICT DOES NOT CHANGE, ALTER, EXPAND, DIMINISH, OR OTHERWISE AFFECT ANY USES PERMITTED AS A MATTER OF RIGHT OR OTHERWISE IN ANY UNDERLYING ZONING DISTRICT FOR PROPERTY TO WHICH THE MIDDLE HOUSING OVERLAY DISTRICT APPLIES.

35-3503. – DEVELOPMENT STANDARDS

(1) HEIGHT REGULATIONS: NO MIDDLE HOUSING BUILDING MAY EXCEED TWENTY-FIVE (25) FEET IN HEIGHT AT THE BUILDING SETBACK LINE, EXCEPT ANY BUILDING MAY EXCEED SUCH HEIGHT PROVIDED THAT AT NO POINT IT PROJECTS ABOVE A LINE SLOPING INWARD AND UPWARD AT A FORTY-FIVE (45) DEGREE ANGLE AT THE REQUIRED SETBACK LINE TO A MAXIMUM HEIGHT OF THIRTY-FIVE (35) FEET.

(2) *INTENSITY OF LOT USE:* MIDDLE HOUSING GROSS BUILDING AREA SHALL NOT EXCEED FIFTY (50) PERCENT OF THE LOT AREA.

(3) MINIMUM PARKING REGULATIONS: MIDDLE HOUSING BUILDINGS MUST HAVE ONE COVERED OFF-STREET PARKING SPACE PER UNIT.

(4) SEE SECTION 35-1904 RESIDENTIAL DESIGN STANDARDS FOR ADDITIONAL SITE LAYOUT AND BUILDING ARCHITECTURE REQUIREMENTS.

(5) BUILDING SETBACKS FOR MIDDLE HOUSING BUILDINGS BUILT ON PROPERTIES ZONED AGRICULTURAL DISTRICT (AG-1), SINGLE-FAMILY DISTRICT (SF-33), SINGLE-FAMILY DISTRICT (SF-18), SINGLE-FAMILY DISTRICT (SF-10), SINGLE-FAMILY DISTRICT (SF-8.5), MEDIUM- DENSITY RESIDENTIAL DISTRICT (MF-1), MULTIPLE- FAMILY RESIDENTIAL DISTRICT (MF-2), AND HIGH-DENSITY RESIDENTIAL DISTRICT (MF-3) SHALL BE AS FOLLOWS:

a. MINIMUM FRONT YARD SETBACK: TEN (10) FEET TO LIVABLE; 20 FEET TO REQUIRED COVERED PARKING
b. MINIMUM SIDE YARD SETBACKS: FIVE (5) FEET
c. MINIMUM REAR YARD SETBACK: TEN (10) FEET

(6) BUILDING SETBACKS FOR PROPERTIES ZONED PLANNED AREA DEVELOPMENT (PAD) SHALL COMPLY WITH THE SETBACKS ADOPTED IN THE PAD ZONING DESIGNATION.

35-3504. - APPLICABILITY.

(1) THE MIDDLE HOUSING OVERLAY DISTRICT APPLIES TO ANY PARCEL ZONED FOR SINGLE-FAMILY RESIDENTIAL USE THAT IS LOCATED WHOLLY OR PARTIALLY WITHIN THE BOUNDARIES OF THE MIDDLE HOUSING OVERLAY DISTRICT AS ESTABLISHED BY SECTION 35-3505, PROVIDED THAT THE ZONING ORDINANCE FOR THE SUBJECT SITE ALLOWS FOR SINGLE-FAMILY RESIDENTIAL USES.

(2) THE MIDDLE HOUSING OVERLAY DISTRICT WILL ALSO BE DEEMED TO APPLY TO ANY PARCEL IN THE CITY ELIGIBLE TO BE INCLUDED IN THE MIDDLE HOUSING OPT-IN OVERLAY DESCRIBED IN SECTION 35-3506.

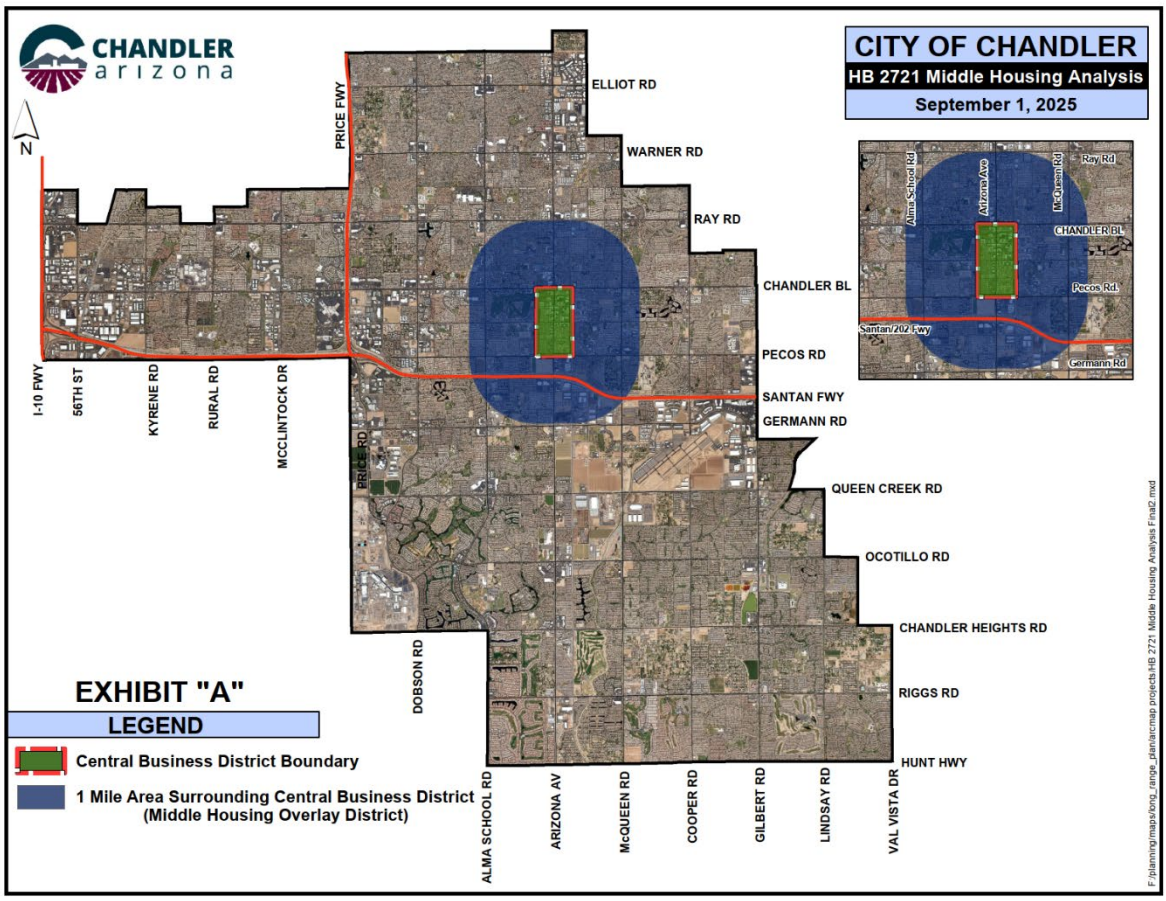
(3) THE CONSTRUCTION OF MIDDLE HOUSING UNITS WITHIN A LARGER NEW SINGLE-FAMILY DEVELOPMENT MAY NOT BE BUILT IN PHASES. BUILDING PERMITS FOR MIDDLE HOUSING MAY ONLY BE ISSUED AT THE TIME THE REMAINDER OF THE DEVELOPMENT HAS BEEN PERMITTED FOR CONSTRUCTION; AND

(4) THE DEVELOPMENT SITE SHALL NOT BE LOCATED WITHIN AN EXCLUSION AREA AS DESCRIBED IN SECTION 35-3506.

35-3505. – MIDDLE HOUSING OVERLAY DISTRICT BOUNDARIES.

FOR PURPOSE OF ADMINISTERING THESE REGULATIONS, THE MIDDLE HOUSING OVERLAY DISTRICT IS ESTABLISHED AS ENCOMPASSING THAT TERRITORY CONTAINED WITHIN THE CENTRAL BUSINESS DISTRICT AND ALSO WITHIN A ONE-MILE BUFFER EXTENDING OUTWARD FROM THE CENTRAL BUSINESS DISTRICT AS DEFINED IN THE OFFICIAL ZONING MAPS OF THE

CITY OF CHANDLER, AS AMENDED FROM TIME TO TIME, AND AS SHOWN IN THE FIGURE BELOW.



35-3506. – MIDDLE HOUSING OPT-IN OVERLAY

PROPERTIES THAT ARE PART OF A LARGER NEW DEVELOPMENT CAN ALSO CONSTRUCT MIDDLE HOUSING IF THE PARCELS CONSIST OF GREATER THAN TEN (10) CONTIGUOUS NET ACRES AND CONFORM TO THE FOLLOWING REGULATIONS:

(1) PARCELS FOR NEW DEVELOPMENT THAT ARE IN EXISTING ZONING FOR SINGLE-FAMILY RESIDENTIAL DISTRICTS, OR NEW DEVELOPMENT WHEN REQUESTING THE INCLUSION OF MIDDLE HOUSING AS A PART OF AN ACTIVE APPLICATION FOR A ZONING AMENDMENT TO A SINGLE-FAMILY RESIDENTIAL DISTRICT, ARE ELIGIBLE FOR SUCH USE;

(2) SITES ARE ALLOWED TO HAVE DUPLEXES, TRIPLEXES, FOURPLEXES, OR TOWNHOUSES AS A BY RIGHT USE, WHEN THE PROJECT DESIGNATES UP TO TWENTY PERCENT (20%) OF THE DEVELOPMENT'S TOTAL *NET SITE AREA*, INCLUDING ANY LOTS, COMMON AREA AND PRIVATE STREETS OR DRIVEWAYS DEDICATED FOR

SUCH USE. WHEN THE MIDDLE HOUSING DEVELOPMENT AREA SHARES A PRIVATE STREET OPPOSITE THE SINGLE-FAMILY DEVELOPMENT, THE HALF-STREET AREA ADJACENT TO MIDDLE HOUSING SHALL BE COUNTED AS A PART OF THE ALLOWED TWENTY PERCENT (20%) ALLOTMENT;

(3) THE MIDDLE HOUSING UNITS MUST BE BUILT ON LOTS THAT COMPLY WITH THE MINIMUM LOT DIMENSIONS OF THE UNDERLYING SINGLE-FAMILY RESIDENTIAL DISTRICT;

(4) THE CONSTRUCTION OF MIDDLE HOUSING UNITS WITHIN A LARGER NEW SINGLE-FAMILY DEVELOPMENT SHALL NOT BE BUILT IN PHASES. BUILDING PERMITS SHALL BE ISSUED AT THE TIME THE REMAINDER OF THE DEVELOPMENT HAS BEEN PERMITTED FOR CONSTRUCTION; AND

(5) THE DEVELOPMENT SITE SHALL NOT BE LOCATED WITHIN AN EXCLUSION AREA AS DESCRIBED IN SECTION 35-3507.

35-3507. – EXCLUSIONS.

THE FOLLOWING AREAS ARE NOT ELIGIBLE FOR CONSTRUCTION OF MIDDLE HOUSING:

(1) AREAS THAT ARE NOT INCORPORATED;

(2) AREAS THAT LACK SUFFICIENT URBAN SERVICES AS DETERMINED BY THE PUBLIC WORKS DEPARTMENT;

(3) AREAS THAT ARE NOT SERVED BY WATER OR SEWER SERVICES;

(4) AREAS THAT ARE NOT ZONED FOR RESIDENTIAL USE;

(5) AREAS THAT ARE NOT INCORPORATED AND ARE ZONED UNDER AN INTERIM ZONING DESIGNATION THAT MAINTAINS THE AREAS POTENTIAL FOR PLANNED URBAN DEVELOPMENT;

(6) AREAS COVERED UNDER ARIZ. REV. STAT. TITLE 48, CHAPTER 6, ARTICLE 4, “ALTERNATIVE FORM OF GOVERNMENT FOR DOMESTIC WATER AND WASTEWATER IMPROVEMENT DISTRICTS;

(7) ANY LAND WITHIN THE TERRITORY IN THE VICINITY OF A PUBLIC AIRPORT AS DEFINED IN ARIZ. REV. STAT. § 28-8486 OR TO THE EXTENT THAT THIS SECTION WOULD INTERFERE WITH THE PUBLIC AIRPORT’S ABILITY TO COMPLY WITH LAWS, REGULATIONS, OR REQUIREMENTS OF THE UNITED STATES RELATED TO APPLYING FOR, RECEIVING, OR SPENDING FEDERAL MONIES; AND

(8) ANY LAND WITHIN THE TERRITORY IN THE VICINITY OF A MILITARY AIRPORT AS DEFINED IN ARIZ. REV. STAT. § 28-8461.

Exhibit A

LEGAL DESCRIPTION

"City of Chandler Middle Housing Overlay District"

The East half of the East half of Section 33, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona along with the West half of the West half of Section 34, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Containing an area of 14,067,948.24 square feet or 322.96 acres more or less.

Together with a 5,280-foot buffer zone extending outward from the perimeter of the described parcel.

Buffer zone area contains 173,486,498.07 square feet or 3,982.70 acres and is subject to easements and restriction of record.

Combined area of district and buffer zone equals 187,554,446.31 square feet or 4,305.66 acres, more or less.

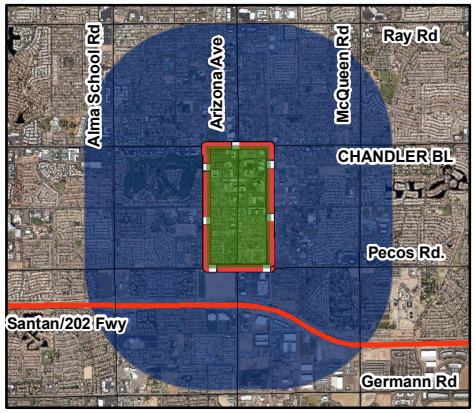
Note: The legal description above is based on County and GIS Enterprise data layers. It is not based on a boundary survey of the subject area.

CHANDLER arizona

CITY OF CHANDLER

HB 2721 Middle Housing Analysis

September 1, 2025



N

PRICE FWY
ELLIOT RD
WARNER RD
RAY RD
CHANDLER BL
PECOS RD
SANTAN FWY
GERMANN RD
QUEEN CREEK RD
OCOTILLO RD
CHANDLER HEIGHTS RD
RIGGS RD
HUNT HWY

I-10 FWY
56TH ST
KYRENE RD
RURAL RD
MCCLINTOCK DR
PRIDE RD
DOBSON RD
ALMA SCHOOL RD
ARIZONA AV
McQUEEN RD
COOPER RD
GILBERT RD
LINDSAY RD
VAL VISTA DR

EXHIBIT "A"

LEGEND

Central Business District Boundary

1 Mile Area Surrounding Central Business District
(Middle Housing Overlay District)

F:/planning/maps/long_range_plan/arcmap projects/HB 2721 Middle Housing Analysis Final2.mxd

Senate Engrossed House Bill

municipal zoning; middle housing

State of Arizona
House of Representatives
Fifty-sixth Legislature
Second Regular Session
2024

HOUSE BILL 2721

AN ACT

AMENDING TITLE 9, CHAPTER 4, ARTICLE 6.1, ARIZONA REVISED STATUTES, BY ADDING SECTION 9-462.10; RELATING TO MUNICIPAL ZONING.

(TEXT OF BILL BEGINS ON NEXT PAGE)

Be it enacted by the Legislature of the State of Arizona:

Section 1. Title 9, chapter 4, article 6.1, Arizona Revised Statutes, is amended by adding section 9-462.10, to read:

9-462.10. Zoning; development; middle housing; applicability; definitions

A. ON OR BEFORE JANUARY 1, 2026, A MUNICIPALITY WITH A POPULATION OF SEVENTY-FIVE THOUSAND PERSONS OR MORE MUST AUTHORIZE BY ORDINANCE AND INCORPORATE INTO ITS DEVELOPMENT REGULATIONS, ZONING REGULATIONS AND OTHER OFFICIAL CONTROLS THE DEVELOPMENT OF DUPLEXES, TRIPLEXES, FOURPLEXES AND TOWNHOMES AS A PERMITTED USE ON BOTH OF THE FOLLOWING:

1. ALL LOTS ZONED FOR SINGLE-FAMILY RESIDENTIAL USE WITHIN ONE MILE OF THE MUNICIPALITY'S CENTRAL BUSINESS DISTRICT.

2. AT LEAST TWENTY PERCENT OF ANY NEW DEVELOPMENT OF MORE THAN TEN CONTIGUOUS ACRES.

B. THE MUNICIPALITY MAY NOT DO ANY OF THE FOLLOWING:

1. DISCOURAGE THE DEVELOPMENT OF MIDDLE HOUSING THROUGH REQUIREMENTS OR ACTIONS THAT INDIVIDUALLY OR CUMULATIVELY MAKE IMPRACTICABLE THE PERMITTING, SITING, OR CONSTRUCTION OF MIDDLE HOUSING.

2. RESTRICT MIDDLE HOUSING TYPES TO LESS THAN TWO FLOORS.

3. RESTRICT MIDDLE HOUSING TYPES TO A FLOOR AREA RATIO OF LESS THAN FIFTY PERCENT.

4. SET RESTRICTIONS, PERMITTING OR REVIEW PROCESSES FOR MIDDLE HOUSING THAT ARE MORE RESTRICTIVE THAN THOSE FOR SINGLE-FAMILY DWELLINGS WITHIN THE SAME ZONE.

5. REQUIRE OWNER OCCUPANCY OF ANY STRUCTURES ON THE LOT.

6. REQUIRE ANY STRUCTURES TO COMPLY WITH A COMMERCIAL BUILDING CODE OR TO CONTAIN A FIRE SPRINKLER.

7. REQUIRE MORE THAN ONE OFF-STREET PARKING SPACE PER UNIT.

C. THIS SECTION DOES NOT PROHIBIT THE GOVERNING BODY OF A MUNICIPALITY FROM ALLOWING EITHER OF THE FOLLOWING:

1. SINGLE-FAMILY DWELLINGS IN AREAS ZONED FOR SINGLE-FAMILY DWELLINGS.

2. ADDITIONAL TYPES OF MIDDLE HOUSING NOT REQUIRED UNDER THIS SECTION.

D. THIS SECTION DOES NOT APPLY TO ANY OF THE FOLLOWING:

1. AREAS THAT ARE NOT INCORPORATED.

2. AREAS THAT LACK SUFFICIENT URBAN SERVICES.

3. AREAS THAT ARE NOT SERVED BY WATER AND SEWER SERVICES.

4. AREAS THAT ARE NOT ZONED FOR RESIDENTIAL USE.

5. AREAS THAT ARE NOT INCORPORATED AND ARE ZONED UNDER AN INTERIM ZONING DESIGNATION THAT MAINTAINS THE AREA'S POTENTIAL FOR PLANNED URBAN DEVELOPMENT.

6. AREAS COVERED UNDER TITLE 48, CHAPTER 6, ARTICLE 4.

7. ANY LAND WITHIN THE TERRITORY IN THE VICINITY OF A PUBLIC AIRPORT AS DEFINED IN SECTION 28-8486 OR TO THE EXTENT THIS SECTION WOULD

INTERFERE WITH THE PUBLIC AIRPORT'S ABILITY TO COMPLY WITH THE LAWS, REGULATIONS AND REQUIREMENTS OF THE UNITED STATES RELATED TO APPLYING FOR, RECEIVING OR SPENDING FEDERAL MONIES.

8. ANY LAND WITHIN THE TERRITORY IN THE VICINITY OF A MILITARY AIRPORT AS DEFINED IN SECTION 28-8461.

E. IF A MUNICIPALITY DOES NOT ADOPT THE REGULATIONS REQUIRED BY THIS SECTION ON OR BEFORE JANUARY 1, 2026, MIDDLE HOUSING SHALL BE ALLOWED ON ALL LOTS IN THE MUNICIPALITY ZONED FOR SINGLE-FAMILY RESIDENTIAL USE WITHOUT ANY LIMITATIONS.

F. THIS SECTION DOES NOT CHANGE OR OTHERWISE IMPAIR THE TERMS OF ANY DEVELOPMENT AGREEMENT THAT EXISTS ON THE EFFECTIVE DATE OF THIS SECTION.

G. NOTWITHSTANDING SUBSECTION A OF THIS SECTION, A UTILITY PROVIDER IMPACTED BY A DEVELOPMENT BEING DEVELOPED PURSUANT TO THIS SECTION SHALL HAVE THE OPPORTUNITY TO REVIEW AND APPROVE THE SITE PLAN FOR THE DEVELOPMENT.

H. FOR THE PURPOSE OF THIS SECTION:

1. "BUILDING CODE":

(a) MEANS A CONSTRUCTION CODE ADOPTED BY A MUNICIPALITY.

(b) INCLUDES A MODEL BUILDING CODE, COMMERCIAL CODE, PLUMBING AND MECHANICAL CODE, ELECTRIC CODE, ENERGY CONSERVATION CODE, FIRE CODE, PROPERTY MAINTENANCE CODE, NEIGHBORHOOD PRESERVATION CODE, ANTI-BLIGHT CODE OR OTHER SIMILAR CODE.

2. "CENTRAL BUSINESS DISTRICT" MEANS AN AREA OR SERIES OF AREAS DESIGNATED BY A MUNICIPALITY THAT ARE PRIMARILY NONINDUSTRIAL AND THAT ATTRACT COMMUNITY ACTIVITY, INCLUDING THE ENTIRE GEOGRAPHIC AREA THAT THE MUNICIPALITY HAS OFFICIALLY DESIGNATED AS ITS DOWNTOWN OR EQUIVALENT ON THE EFFECTIVE DATE OF THE SECTION.

3. "DUPLEX" MEANS TWO DWELLING UNITS ON THE SAME PARCEL OR LOT IN ATTACHED, DETACHED OR SEMI-DETACHED ARRANGEMENTS THAT ARE DESIGNED FOR RESIDENTIAL OCCUPANCY BY NOT MORE THAN TWO HOUSEHOLDS LIVING INDEPENDENTLY FROM EACH OTHER.

4. "FLOOR AREA RATIO" MEANS THE RATIO OF ALLOWED SQUARE FOOTAGE IN A MIDDLE HOUSING PROJECT TO THE SQUARE FOOTAGE OF THE PARCEL ON WHICH IT IS BUILT.

5. "FOURPLEX" MEANS FOUR DWELLING UNITS ON THE SAME PARCEL OR LOT IN ATTACHED, DETACHED OR SEMI-DETACHED ARRANGEMENTS THAT ARE DESIGNED FOR RESIDENTIAL OCCUPANCY BY NOT MORE THAN FOUR HOUSEHOLDS LIVING INDEPENDENTLY FROM EACH OTHER.

6. "HOUSEHOLD" MEANS EITHER:

(a) A SINGLE PERSON LIVING OR RESIDING IN A DWELLING OR PLACE OF RESIDENCE.

(b) TWO OR MORE PERSONS LIVING TOGETHER OR RESIDING IN THE SAME DWELLING OR PLACE OF RESIDENCE.

7. "MIDDLE HOUSING":

(a) MEANS BUILDINGS THAT ARE COMPATIBLE IN SCALE, FORM AND CHARACTER WITH SINGLE-FAMILY HOUSES AND THAT CONTAIN TWO OR MORE ATTACHED, DETACHED, STACKED OR CLUSTERED HOMES.

(b) INCLUDES DUPLEXES, TRIPLEXES, FOURPLEXES AND TOWNHOUSES.

8. "PERMITTED USE" MEANS THE ABILITY FOR A DEVELOPMENT TO BE APPROVED WITHOUT REQUIRING A PUBLIC HEARING, VARIANCE, CONDITIONAL USE PERMIT, SPECIAL PERMIT OR SPECIAL EXCEPTION, OTHER THAN A DISCRETIONARY ZONING ACTION TO DETERMINATION THAT A SITE PLAN CONFORMS WITH APPLICABLE ZONING REGULATIONS.

9. "TOWNHOUSES" MEANS DWELLING UNITS THAT ARE CONSTRUCTED IN A ROW OF TWO OR MORE ATTACHED UNITS IN WHICH EACH DWELLING UNIT SHARES AT LEAST ONE COMMON WALL WITH AN ADJACENT UNIT AND THAT ARE ACCESSED BY SEPARATE OUTDOOR ENTRANCES.

10. "TRIPLEX" MEANS THREE DWELLING UNITS ON THE SAME PARCEL OR LOT IN ATTACHED, DETACHED OR SEMI-DETACHED ARRANGEMENTS THAT ARE DESIGNED FOR RESIDENTIAL OCCUPANCY BY NOT MORE THAN THREE HOUSEHOLDS LIVING INDEPENDENTLY FROM EACH OTHER.

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-025

Date: November 10, 2025
To: Mayor and Council
John M. Pombier, Acting City Manager
Thru: Leah Powell, Deputy City Manager
Kevin Mayo, Acting Development Services Director
From: Darsy Smith, City Planner
Subject: PLH25-0025 Objective Design Standards Final Adoption of Ordinance No. 5142

Proposed Motion:

Move City Council adopt Ordinance No. 5142, approving PLH25-0025 Objective Design Standards, relating to the state-mandated requirements contained in House Bill 2447, requiring cities to authorize administrative personnel to review and approve design review plans and plats based on objective standards, without requiring a public hearing.

Background/Discussion

- In March 2025, the legislature approved HB 2447 that requires cities to authorize administrative personnel to review and approve design review site plans, development plans, land divisions, lot line adjustments, lot ties, preliminary plats, final plats and plat amendments without a public hearing.
- The bill also requires cities to authorize administrative personnel to review and approve design review plans based on objective standards without a public hearing.
- To address these requirements, staff is proposing text amendments that:
  - Edit and reorganize Article 19 Site Development Plan of Chapter 35 of the Zoning Code to replace subjective design standards with objective requirements for commercial, industrial, and multifamily residential developments
  - Rename Article 19 Site Development Plan of Chapter 35 of the Zoning Code to Article 19 Design Standards
  - Codify objective design standards for single-family developments that

were previously adopted as guidelines and were applied to Planned Area Development (PAD) zoning requests.
- No longer require City Council approval for preliminary plats
- Codify previously implemented unwritten administrative policies (i.e., required parking spaces can't be located in recessed truck loading docks, requiring that garages are 20 by 20 feet of unencumbered space, and screening of SES cabinets being architecturally integrated into the building)
- Codify design stipulations that have been regularly approved and applied to previously approved Preliminary Development Plan applications

Goals

- Staff's goal in the editing and reorganization of Article 19 Site Development Plan of the Zoning Code was to maintain the expectation for high-quality design, which up to now, has been realized through a variety of approaches including existing development standards in the zoning code, adopted design guidelines, and PAD/PDP stipulations. To achieve this, all of these approaches have been incorporated into the proposed design standards. In addition, staff researched existing objective design standards from other cities in the area and other states.

Public Outreach

- The request was noticed in accordance with the requirements of the Chandler Zoning Code
- Proposed Zoning Code Amendments were posted on City's website for public and stakeholder feedback
- As of writing this memo, staff has not received any opposition to the request

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Attachments

Ordinance 5142

Exhibit 'A' Ch 35 and 48 Code Amendments

HB2447

ORDINANCE NO. 5142

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, DECLARING THAT DOCUMENT ENTITLED "2025 AMENDMENTS TO CHANDLER CITY CODE CHAPTERS 35 AND 48" TO BE A PUBLIC RECORD; AMENDING CHAPTER 35 LAND USE AND ZONING, AND CHAPTER 48 SUBDIVISIONS, RELATING TO ADOPTING OBJECTIVE DESIGN STANDARDS AND TO ALLOW ADMINISTRATIVE PERSONNEL TO REVIEW SITE PLANS, DEVELOPMENT PLANS, LAND DIVISIONS, LOT LINE ADJUSTMENTS, LOT TIES, PRELIMINARY PLATS, FINAL PLATS, AND PLAT AMEDNMENTS WITHOUT A PUBLIC HEARING; AND PROVIDING FOR PENALTIES.

WHEREAS, in accordance with Ariz. Rev. Stat § 9-240, the City Council may adopt by ordinance and any change or amendment to the regulations and provisions set forth in the Chandler City Code; and

WHEREAS, in 2025 the Arizona Legislature adopted House Bill 2447, codified as Ariz Rev. Stat. § 9-500.49, requiring a municipality to authorize administrative personnel to review and approve site plans, development plans, land divisions, lot line adjustments, lot ties, preliminary plats, final plats, and plat amendments without a public hearing; and

WHEREAS, this ordinance is being adopted to comply with this bill that was adopted by Arizona Legislature in 2025; and

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

WHEREAS, a public hearing was held by the Planning and Zoning Commission on October 15, 2025.

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

Section 1. That certain document known as "2025 Amendments to Chandler City Code Chapters 35 and 48," one paper copy and one electronic copy of which shall remain on file in the Office of the Clerk, is hereby declared to be a public record. A copy of the document is attached to this Ordinance as Exhibit A.

Section 2. That the Chandler City Code is hereby amended by adoption of amendments contained in "2025 Amendments to Chandler City Code Chapters 35 and 48."

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 _____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5142 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:

"2025 Amendments to Chandler City Code Chapters 35 and 48"

The Chandler City Code Chapter 35- Land Use and Zoning and Chapter 48- Subdivisions are hereby amended to read as follows (additions in ALL CAPS, deletions in ~~strikethrough~~, omitted text indicated by ellipses as ". . ."):

[Chapter 35 Article XIX is renamed to "Article XIX- Design Standards" and is amended by removal of sections 35-1900, 35-1901, and 35-1902 to be replaced with the following sections 35-1900 through 35-1905 shown herein.]

ARTICLE XIX- DESIGN STANDARDS

35-1900. PURPOSE.

THE PURPOSE OF THIS ARTICLE IS TO ESTABLISH STANDARDS THAT FUNCTION TO GUIDE DEVELOPMENT TOWARD THE HIGHEST ATTAINABLE ENVIRONMENTAL QUALITY AT A TIME IN WHICH DEVELOPMENT AND EXPANSION ARE TAKING PLACE IN THE CITY OF CHANDLER, AS SUCH DEVELOPMENT ONCE ESTABLISHED PROVIDES THE LIVING AND WORKING ENVIRONMENT FOR HUNDREDS OF THOUSANDS OF FAMILIES OVER NUMEROUS DECADES AND GENERATIONS.

THE PURPOSE OF THE OBJECTIVE DESIGN STANDARDS IS TO PROVIDE CLARITY AND CONSISTENCY AND REDUCE SUBJECTIVITY IN THE REVIEW PROCESS FOR DEVELOPERS AND BUILDERS. THIS SECTION COMPLIES WITH A.R.S. § 9-500.49, REQUIRING OBJECTIVE DESIGN STANDARDS TO AUTHORIZE ADMINISTRATIVE REVIEW AND APPROVAL OF PLANS WITHOUT A PUBLIC HEARING.

35-1901. APPLICABILITY.

(1) ANY OF THE FOLLOWING DEVELOPMENT ACTIVITIES FOR PROPERTY LOCATED WITHIN A PLANNED AREA DEVELOPMENT (PAD), COMMERCIAL, INDUSTRIAL, MOBILE HOMES, MULTIPLE-FAMILY, OR SINGLE-FAMILY ZONING DESIGNATION, SHALL BE SUBJECT TO THE REQUIREMENTS OF THIS ARTICLE FOR SITE DEVELOPMENT PLAN IMPROVEMENTS:

(A) NEW CONSTRUCTION OF A BUILDING OR BUILDINGS, IRRESPECTIVE OF WHETHER THE PROPERTY WAS PREVIOUSLY DEVELOPED;

(B) ALTERING AN EXISTING FLOOR PLAN OR SITE PLAN WHICH INTENSIFIES A USE IN TERMS OF ADDITIONAL PARKING, OCCUPANCY CAPACITY, OUTDOOR DISPLAY AREA, OUTDOOR STORAGE AREA, OR THE LIKE, IRRESPECTIVE OF WHETHER THE BUILDING OR USE IS PHYSICALLY EXPANDED BEYOND EXISTING CONFINES;

(C) INITIATING A NEW USE ON VACANT OR VACATED PROPERTY, OR CHANGING ONE USE TO ANOTHER AS DETERMINED UNDER THE ZONING CODE;

(D) EXPANSION OF A USE THAT INCREASES ITS LAND AREA, EXCEPT THAT THE IMPROVEMENTS SPECIFIED BY THIS ARTICLE SHALL BE REQUIRED ONLY FOR THE AREA OF THE EXPANSION;

(E) ADDING ON TO AN EXISTING BUILDING, EXCEPT THAT AN ADDITION INVOLVING LESS THAN 20 PERCENT OF THE TOTAL EXISTING FLOOR AREA OR 2,500 SQUARE FEET, WHICHEVER IS LESS, SHALL BE EXEMPT FROM THE REQUIREMENTS OF THIS ARTICLE. HOWEVER, THE REQUIREMENTS OF SECTION 35-1902(4)(A)2.B., CORNER OBSTRUCTIONS, AND SECTION 35-1906, "LANDSCAPING," SHALL BE MET WITH RESPECT TO THE ADDITION.

THE REPAIR OF ANY BUILDING, SUCH AS ITS WALLS, ROOF, OR OTHER STRUCTURAL COMPONENT, OR THE RENOVATION OF ANY BUILDING FACADE, INCLUDING RELOCATION OF DOORS AND WINDOW OPENINGS, OR THE REPAIR OF EXISTING ON-SITE IMPROVEMENTS SUCH AS SCREEN WALLS AND FENCES, PARKING LOT SURFACES, LANDSCAPE FEATURES AND THE LIKE, NONE OF WHICH FALL INTO THE DEVELOPMENT ACTIVITIES DESCRIBED HEREIN, SHALL BE EXEMPT FROM THE REQUIREMENTS OF THIS ARTICLE.

(2) MODIFICATIONS TO THE APPROVED SITE DEVELOPMENT PLAN SHALL BE SUBJECT TO AMENDMENTS OF THE ZONING CODE ADOPTED SINCE THE APPROVAL DATE.

(3) PROJECT DESIGN GUIDELINES AND SPECIFICATIONS FOR DEVELOPMENTS WITH MORE THAN ONE BUILDING SHALL BE DEVELOPED BY THE APPLICANT AND SUBMITTED WITH ANY PLANNED AREA DEVELOPMENT ZONING APPLICATION FOR APPROVAL BY THE APPLICABLE APPROVING AUTHORITIES (COUNCIL, PLANNING COMMISSION, AND STAFF)., THESE GUIDELINES AND SPECIFICATIONS SHALL DESCRIBE HOW THE DESIGN GUIDELINES SHALL BE MET IN ANY PARTICULAR PROJECT. ONCE APPROVED BY THE APPROVING AUTHORITY, THESE GUIDELINES AND SPECIFICATIONS SHALL BECOME BINDING ON ALL DEVELOPMENT AND CONSTRUCTION WITHIN THE PROJECT. THE ZONING ADMINISTRATOR MAY ACCEPT MINOR DEPARTURES FROM SUCH APPROVED GUIDELINES AND SPECIFICATIONS, PROVIDED THE REQUEST IS MADE IN WRITING AND THE ZONING ADMINISTRATOR FINDS THAT:

1. THE DEPARTURE IS MINOR IN SCOPE AND DOES NOT ALTER THE BASIC INTENT, FUNCTION, OR QUALITY OF THE APPROVED DESIGN; OR

2. THE PROPOSED ALTERNATE DESIGN IS EQUAL TO OR SUPERIOR IN QUALITY TO THE PREVIOUSLY APPROVED DESIGN.

ANY OTHER CHANGES SHALL BE APPROVED ONLY BY THE APPROVING AUTHORITY THAT ISSUED THE ORIGINAL APPROVAL. THE ABOVE PROJECT DESIGN GUIDELINES AND SPECIFICATIONS SHALL TAKE INTO ACCOUNT ADJOINING EXISTING OR APPROVED PROJECTS IN

ORDER TO AVOID VISUAL CONFLICTS AND TO PROMOTE COHESIVE PROJECT IDENTITY. THIS SHALL BE OBSERVED ALSO BY ALL DEVELOPERS AT THE INTERSECTIONS OF ARTERIAL STREETS.

35-1902. GENERAL REQUIREMENTS.

(1) THESE GENERAL REQUIREMENTS SHALL APPLY TO ALL DEVELOPMENTS EXCEPT FOR SINGLE-FAMILY DWELLINGS, DUPLEXES, TRIPLEXES, AND FOURPLEXES THAT OCCUR ON AN INDIVIDUAL ISOLATED BASIS AND ARE NOT PART OF A LARGER PROJECT.

(2) THE SITE DEVELOPMENT PLAN SHALL GRAPHICALLY AND VERBALLY INDICATE THE FOLLOWING INFORMATION:

(A) EXISTING DATA:

(1) NAME, ADDRESS OF OWNER, ENGINEER AND/OR ARCHITECT.

(2) LEGAL DESCRIPTION OF PROPERTY.

(3) BOUNDARY OF PROPERTY (DIMENSIONED).

(4) SCALE OF DRAWING AND NORTH POINT.

(5) AREA OF PROPERTY (SQUARE FEET).

(6) ZONING OF ADJOINING PROPERTY.

(7) EXISTING STREET(S), RIGHT-OF-WAY, NAME AND IMPROVEMENTS (CURB, GUTTER, SIDEWALK, PAVING AND DRIVEWAYS).

(8) EXISTING ALLEY(S) RIGHT-OF-WAY AND TYPE OF IMPROVEMENT.

(9) EXISTING BUILDINGS ON PROPERTY.

(10) LOCATION OF EXISTING UTILITIES SERVING PROPERTY.

(11) LOCATION OF EXISTING DITCHES, CANALS, FENCES, EASEMENTS (WIDTH AND USE) OR OTHER PHYSICAL STRUCTURES ON OR ADJACENT TO THE PROPERTY.

(12) LOCATION OF FIRE HYDRANTS WITHIN 300 FEET OF PROPERTY.

(13) EXISTING ELEVATION OF ALL PROPERTY CORNERS AND AT MIDPOINTS ALONG ALL PROPERTY LINES.

(B) PROPOSED IMPROVEMENTS:

(1) LOCATION, WIDTH, AND TYPE OF REQUIRED IMPROVEMENTS TO ALL EXISTING STREET(S) AND/OR ALLEY(S).

(2) LOCATION, WIDTH OF RIGHT-OF-WAY, AND TYPE OF IMPROVEMENT FOR PROPOSED STREET(S) AND/OR ALLEY(S).

(3) LOCATION, SIZE, AND TYPE OF ALL PROPOSED UTILITY LINES, GAS, TELEPHONE, ELECTRIC, WATER AND SEWER.

(4) LOCATION AND WIDTH OF PROPOSED DRIVEWAYS.

(5) LOCATION AND EXTENT OF PARKING AREA (SPACES AND AISLE DIMENSIONED).

(6) LOCATION, SIZE, FINISH FLOOR ELEVATION AREA, AND USE OF PROPOSED BUILDING(S).

(7) DESIGNATION OF REFUSE SERVICE AREA.

(8) LOCATION AND AREA OF ALL LANDSCAPE AND/OR STORMWATER RETENTION AREAS.

(9) PROPOSED FINISHED ELEVATIONS FOR PAVED AREAS, RETENTION AREAS, AND LANDSCAPE AREAS.

(10) TWO SETS OF STORMWATER RETENTION CALCULATIONS; ARROWS SHALL INDICATE DIRECTION OF SURFACE WATER FLOW.

(11) LOCATION AND SIZE OF DETACHED SIGN(S).

(12) LOCATION OF LIGHT POLES WITH ARROWS INDICATING DIRECTION OF LIGHT RAYS.

(13) LOCATION, HEIGHT, AND TYPE OF MATERIAL FOR FENCES, WALLS, ETC.

(14) CONSTRUCTION DRAWINGS AND SPECIFICATIONS FOR ALL OFF-SITE IMPROVEMENTS.

(3) *SITE ORGANIZATION:*

(A) *SETBACKS:*

1. FOR PARKING LOTS:

A. IN PROXIMITY TO STREET INTERSECTIONS. SEE BELOW 2.A.

B. ALONG ARTERIAL STREETS AND COLLECTOR STREETS, PARKING LOTS SHALL BE SET BACK AT LEAST TWENTY (20) FEET FROM RIGHT-OF-WAY LINES.

C. ALONG ALL OTHER RIGHTS-OF-WAY AND PROPERTY LINES, UNLESS SAID PROPERTY LINES ARE OF A SMALLER PARCEL (PAD) WITHIN A LARGER PLANNED DEVELOPMENT, ALL PARKING SPACES AND ACCESS DRIVES SHALL BE SET BACK AT LEAST TEN (10) FEET.

2. FOR STRUCTURES OR ANY PHYSICAL IMPROVEMENT IN PROXIMITY TO STREET INTERSECTIONS:

A. INTERSECTIONS AS DESCRIBED BELOW ARE OF VALUE TO THE ENTIRE COMMUNITY. LAND SITUATED AT THE CORNER OF SUCH STREET INTERSECTIONS SHALL BE LANDSCAPED, AND REMAIN OPEN AND FREE OF BUILDINGS, PARKING AREAS, DRIVEWAYS, AND WALLS TALLER THAN 2 FEET 6 INCHES IN HEIGHT. INGRESS AND EGRESS DRIVES PERPENDICULAR TO THE STREET ARE EXPECTED. THE DIMENSIONS OF THESE OPEN AREAS SHALL SATISFY AT A MINIMUM, THE FOLLOWING STANDARDS:

TYPE OF INTERSECTIONS	SETBACK FROM RIGHT-OF-WAY	SETBACK SHALL APPLY FOR A DISTANCE FROM THE INTERSECTION FOR
ARTERIAL STREET WITH ARTERIAL STREET	50 FEET	250 FEET ALONG BOTH STREETS
ARTERIAL STREET WITH ANY OTHER STREET	50 FEET	100 FEET ALONG ARTERIAL STREET
	30 FEET	100 FEET ALONG OTHER STREET
COLLECTOR STREET WITH COLLECTOR STREET	30 FEET	60 FEET ALONG BOTH STREETS

B. NO VEHICLE OR OTHER OBSTRUCTION EXCEEDING 2 FEET IN HEIGHT SHALL BE PARKED AT AN INTERSECTION OF TWO RIGHT-OF-WAY LINES WITHIN TRIANGULAR AREA FORMED BY THE RIGHT-OF-WAY LINES AND THE LINE CONNECTING THEM BETWEEN POINTS LOCATED 30 FEET FROM THE INTERSECTION OF SAID LINES.

C. IN ORDER TO ACCOMMODATE, ENCOURAGE, OR PROMOTE INFILL DEVELOPMENT OR REDEVELOPMENT ON PROPERTIES LOCATED WITHIN THE INFILL INCENTIVE DISTRICT, THE ZONING ADMINISTRATOR MAY REDUCE THE LANDSCAPE INTERSECTION SETBACKS BY UP TO 25 FEET FOR ARTERIAL STREETS AND UP TO 15 FEET FOR COLLECTOR STREETS AFTER HAVING MADE A FINDING IN WRITING THAT ALL OF THE FOLLOWING CRITERIA HAVE BEEN MET:

1. SUCH DEVIATION, ON BALANCE, WILL RESULT IN A SUPERIOR ENVIRONMENTAL AND DESIGN QUALITY THROUGH ITEMS SUCH AS BUT NOT LIMITED TO:

I. INCREASED LEVELS OF ARCHITECTURAL QUALITY

II. GREATER MATERIAL DIVERSITY

III. ENHANCED USABLE SPACE AND/OR PEDESTRIAN CONNECTION

IV. ACTIVATION OF STREET FRONTAGE

V. HIGHER LEVEL OF LANDSCAPE DESIGN

VI. CREATIVE DESIGN SOLUTIONS FOR BACK-OF-HOUSE FUNCTIONS

2. THE SITE IS DESIGNED TO ENSURE SAFE AND ADEQUATE ON-SITE TRAFFIC CIRCULATION AND PREVENT DRIVE-THROUGH QUEUING FROM BACKING ONTO MAIN DRIVEWAYS OR PUBLIC STREETS;

3. SUFFICIENT PARKING IS PROVIDED ON-SITE;

4. THE DEVELOPMENT WILL ENHANCE THE QUALITY OF A NEIGHBORHOOD BY DEVELOPING A VACANT LOT OR REDEVELOPING AN EXISTING DILAPIDATED COMMERCIAL BUILDING OR CENTER; AND

5. THE DEVELOPMENT COMPLIES WITH REQUIRED SETBACKS AND LANDSCAPE BUFFERS FROM ADJACENT RESIDENTIAL PROPERTIES.

(B) *RETENTION BASINS:*

1. RETENTION BASINS MAY BE LOCATED IN THE FRONT YARD OF PARKING LOTS AND BUILDINGS WHEN THEY:

A. DO NOT OCCUPY MORE THAN ONE-HALF (½) OF THE LANDSCAPED AREA, WHEN DESIGNED TO MAXIMUM ALLOWABLE ENGINEERING SPECIFICATIONS. THIS REQUIREMENT IS ONLY APPLICABLE TO NON-RESIDENTIAL ZONED PROPERTIES THAT ARE 10 ACRES AND LARGER.

(C) *WALKWAYS:* WALKWAYS SHALL BE PROVIDED AS REQUIRED BY ADA REGULATIONS AND OBJECTIVE DESIGN STANDARDS PROVIDED HEREIN.

(D) BIKE STORAGE: BICYCLE STORAGE AND/OR SECURE BICYCLE PARKING SHALL BE PROVIDED ADJACENT TO THE PRIMARY ENTRY OF ANY BUILDING. A MINIMUM OF THREE BICYCLE PARKING SPACES SHALL BE PROVIDED, OR AT LEAST ONE BICYCLE SPACE PER 25 OFF-STREET PARKING SPACES SHALL BE PROVIDED, WHICHEVER IS GREATER.

1. DESIGN AND LOCATION. REQUIRED BICYCLE PARKING SPACES MUST:

A. CONSIST OF RACKS OR LOCKERS ANCHORED SO THAT THEY CANNOT BE EASILY REMOVED AND OF SOLID CONSTRUCTION, RESISTANT TO RUST, CORROSION, HAMMERS, AND SAWS;

B. ALLOW BOTH THE BICYCLE FRAME AND THE WHEELS TO BE LOCKED USING A STANDARD U-LOCK;

C. BE DESIGNED SO AS NOT TO CAUSE DAMAGE TO THE BICYCLE;

D. FACILITATE EASY LOCKING WITHOUT INTERFERENCE FROM OR TO ADJACENT BICYCLES;

E. BE LOCATED IN CONVENIENT, HIGHLY VISIBLE, ACTIVE, WELL-LIT AREAS WITHOUT INTERFERING WITH PEDESTRIAN MOVEMENTS; AND

F. HAVE MINIMUM DIMENSIONS OF TWO FEET IN WIDTH BY SIX FEET IN LENGTH, WITH A MINIMUM OVERHEAD VERTICAL CLEARANCE OF SEVEN FEET.

(E) *SCREEN WALLS*: SCREEN WALLS SHALL BE DECORATIVE AND REFLECT COLOR, MATERIAL AND/OR DESIGN OF THE STRUCTURE TO WHICH IT PREVAILS.

(4) BUILDING ARCHITECTURE

(A) METAL BUILDINGS:

1. METAL BUILDINGS WILL NOT BE ALLOWED ON ROADS DESIGNATED BY THE GENERAL PLAN AS ARTERIAL ROADS EXCEPT THAT:

A. A PORTION OF A BUILDING MAY BE CONSTRUCTED USING AN EXTERIOR METAL FINISH AS AN ACCENT MATERIAL AND/OR WHERE SAID PORTION DOES NOT EXCEED 25 PERCENT OF EACH ELEVATION.

B. SHIPPING CONTAINERS MAY BE USED AS A BUILDING MATERIAL IF THE BUILDING IS DESIGNED WITH ADDITIONAL MATERIALS AND FENESTRATION TO ENHANCE THE QUALITY OF THE ARCHITECTURE THAT TOGETHER PROVIDE A CREATIVE AND INNOVATIVE ARCHITECTURAL DESIGN. THE CHARACTER, SCALE, AND MASSING OF SAID DESIGN SHALL BE COMPATIBLE WITH THE BUILDINGS OF THE SURROUNDING AREA.

(B) PARKING SHADE CANOPIES

1. CANOPY COVERS SHALL MEET ALL OF THE FOLLOWING REQUIREMENTS:

A. PAINTED TO MATCH EXISTING/PROPOSED BUILDING(S) ON-SITE

B. IF ADDITIONAL MATERIALS ARE USED ON THE CANOPY, THEY SHALL BE MATERIALS FEATURED ON THE SITE'S PRIMARY BUILDING

C. PROVIDE A 6" MINIMUM FASCIA ON ALL SIDES

D. PROVIDE LANDSCAPING ISLANDS BETWEEN CANOPIES

E. NO WIDE FLANGE BEAMS (I.E. "I" OR "H" BEAMS) ARE PERMITTED UNLESS WIDE FLANGE BEAMS ARE USED AS A MATERIAL ON THE EXISTING/PROPOSED BUILDING(S) ON-SITE

2. SOLAR CANOPY COVERS SHALL MEET THE REQUIREMENTS IN THE ABOVE SECTION, IN ADDITION TO THE FOLLOWING:

A. ANY EQUIPMENT ATTACHED TO THE CANOPY SHALL BE PAINTED TO MATCH THE CANOPY.

B. ANY GROUND-MOUNTED EQUIPMENT ADJACENT TO THE CANOPY SHALL BE FULLY SCREENED BY SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT. ENCLOSURE WALLS SHALL USE MATERIALS AND COLORS TO MATCH EXISTING MATERIALS AND COLORS ON THE SITE.

(C) ROOF-MOUNTED MECHANICAL EQUIPMENT SCREENING: ALL MECHANICAL EQUIPMENT AND APPURTENANCES SHALL BE CONCEALED AND/OR SCREENED FROM VIEW IN THEIR ENTIRETY AS AN INTEGRAL PART OF THE BUILDING WHILE MEETING THE FOLLOWING REQUIREMENTS, AND SUBJECT TO APPROVAL BY THE ZONING ADMINISTRATOR:

1. NEW BUILDINGS: 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. EXISTING BUILDINGS: EXISTING BUILDINGS SHALL USE A SECONDARY ROOF SCREENING METHOD WHEN MECHANICAL EQUIPMENT CANNOT BE SCREENED BY TOP OF PARAPET. SECONDARY SCREENING METHODS SHALL MEET THE FOLLOWING REQUIREMENTS:

A. BUILDINGS UTILIZING SECONDARY SCREENING SHALL SCREEN ALL EQUIPMENT WITHIN ONE ENCLOSURE. MEANING, THERE CANNOT BE MULTIPLE, SEPARATE ENCLOSURES ON ONE ROOF TO SCREEN INDIVIDUAL PIECES OR GROUPS OF EQUIPMENT.

B. SECONDARY SCREENING METHODS SHALL UTILIZE MATERIALS AND COLORS FOUND ELSEWHERE ON THE BUILDING OR ONE OF THE FOLLOWING METHODS:

I. LOUVER SYSTEM WITH SLATS ANGLED TO ENSURE NO EQUIPMENT VISIBILITY; OR,

II. MESH SCREEN SYSTEM THAT MEETS ONE OF THE FOLLOWING HOLE SIZE AND OPEN AREA (O/A) MEASUREMENTS:

1. HOLE SIZE: 3/32"; O/A: 23%

2. HOLE SIZE: 1/8"; O/A: 23%

3. PARAPET OR ROOF SCREENING SHALL BE FULLY ENCLOSED WITH NO OPENINGS. IF AN OPENING IS NEEDED FOR MAINTENANCE ACCESS, A DOOR SHALL BE INCLUDED IN THE PARAPET/ROOF SCREENING RATHER THAN AN OPENING. THE DOOR SHALL MATCH THE MATERIAL(S) AND COLOR(S) USED FOR THE PARAPET/ROOF SCREENING IN WHICH THE DOOR IS LOCATED.

4. ALL MECHANICAL EQUIPMENT AND APPURTENANCES SHALL BE INDICATED AND SHOWN ON BUILDING SECTIONS AND ELEVATIONS INDICATING DIMENSIONS OF EQUIPMENT AND SCREENING.

THE ZONING ADMINISTRATOR MAY REDUCE OR WAIVE SCREENING REQUIREMENTS FOR ROOF-MOUNTED EQUIPMENT IF:

I. THE BUILDING IS A MID-RISE DEVELOPMENT AND ROOF-MOUNTED EQUIPMENT WILL NOT BE VISIBLE FROM ANY ADJACENT PROPERTY AS SEEN FROM A POINT SIX (6) FEET ABOVE GROUND LEVEL AT THE PROPERTY LINE OR SIDEWALK ON THE OPPOSITE SIDE OF THE STREET; OR

II. THE BUILDING IS LOCATED WITHIN AN INDUSTRIAL CENTER OR BUSINESS PARK AND ROOF-MOUNTED EQUIPMENT WILL NOT BE VISIBLE FROM ANY ARTERIAL STREET OR RESIDENTIAL PROPERTY.

(D) SERVICE ENTRANCE SECTION (SES): SCREENING FOR THE SERVICE ENTRANCE SECTION (SES) SHALL BE ARCHITECTURALLY INTEGRATED INTO THE BUILDING AND SHALL APPEAR AS AN INTEGRAL PART OF THE BUILDING. THIS SHALL BE ACCOMPLISHED USING ONE OF THE FOLLOWING METHODS:

A. RECESS SES INTO BUILDING WITH BUILDING WALLS FLUSH TO EDGE OF CABINET. A GAP OF NO LARGER THAN 3 INCHES IS PERMITTED BETWEEN THE

SIDES AND TOP OF CABINET AND THE BUILDING WALL. SES CABINET SHALL BE PAINTED TO MATCH THE BUILDING.

B. PROVIDE A ROOM WITHIN THE BUILDING WHERE THE SES IS LOCATED. EXTERNAL DOORS SHALL BE PROVIDED. COLOR OF EXTERNAL DOORS SHALL MATCH THE BUILDING.

(E) ALL GROUND-MOUNTED EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW BY A CONCRETE OR MASONRY WALL, EQUAL TO OR GREATER IN HEIGHT THAN THE HEIGHT OF THE MECHANICAL EQUIPMENT. SCREENING OF MECHANICAL EQUIPMENT SHALL BE CONSTRUCTED OF SIMILAR MATERIALS AND PAINTED COLORS SIMILAR TO THE BUILDING, AND SO ARRANGED THAT THE SCREENING IS PERCEIVED TO BE AN INTEGRAL PART OF THE BUILDING MASS.

(F) ALL TRANSFORMER BOXES, METER PANELS, BACK-FLOW DEVICES AND ANY OTHER UTILITY EQUIPMENT (EXCLUDING THE SES), NOT ABLE TO BE SCREENED BY LANDSCAPING OR WALLS, SHALL BE PAINTED TO MATCH THE BUILDING COLOR.

(G) ROOF ACCESS LADDERS SHALL BE LOCATED INSIDE THE BUILDING FOR NEW BUILDINGS. EXTERIOR ROOF ACCESS LADDERS ON EXISTING BUILDINGS SHALL BE PAINTED TO MATCH THE BUILDING ONLY WHEN CHANGES TO THE EXISTING BUILDING CHANGES ARE LIMITED TO COLOR AND MATERIAL CHANGES. IF MORE THAN 50% OF THE BUILDING EXTERIOR IS MODIFIED, EXCLUDING COLOR AND MATERIAL CHANGES, THEN EXTERIOR ROOF LADDERS SHALL BE RELOCATED TO INSIDE THE BUILDING.

(H) ROOF DRAINAGE SHALL UTILIZE INTERIOR ROOF DRAINS FOR NEW BUILDINGS. EXTERIOR ROOF DRAINAGE ON EXISTING BUILDINGS SHALL BE PAINTED TO MATCH THE BUILDING ONLY WHEN CHANGES TO THE EXISTING BUILDING CHANGES ARE LIMITED TO COLOR AND MATERIAL CHANGES. IF MORE THAN 50% OF THE BUILDING EXTERIOR IS MODIFIED, EXCLUDING COLOR AND MATERIAL CHANGES, THEN EXTERIOR ROOF DRAINAGE SHALL BE RELOCATED TO INSIDE THE BUILDING.

(I) TRASH COLLECTION AREAS

1. ALL TRASH AND/OR REFUSE COLLECTION AREAS SHALL BE ENCLOSED BY A SIX-FOOT MASONRY OR CONCRETE WALL, EXCLUDING APPROVED OPENINGS. THE LOCATION OF SUCH AREA SHALL BE APPROVED BY THE DEPARTMENT OF PUBLIC WORKS.

2. ENCLOSURES SHALL INCORPORATE THE SAME MATERIALS AND COLORS AS THE PRIMARY BUILDING DESIGN.

3. ENCLOSURES SHALL BE LOCATED AND POSITIONED AS TO ENSURE THAT GATE OPENINGS ARE NOT VISIBLE FROM ANY ARTERIAL ROAD OR RESIDENTIAL PROPERTY.

4. ENCLOSURES SHALL BE LOCATED AND POSITIONED AS TO ENSURE THAT NO PORTION OF THE ENCLOSURE (WALLS, GATES, CURBING, ETC.) OVERLAPS WITH ADJACENT REQUIRED DRIVE AISLE. THIS INCLUDES WHEN THE TRASH ENCLOSURE GATES ARE OPEN.

5. IF THE TRASH AND/OR REFUSE ENCLOSURE INCLUDES A TRASH COMPACTOR OR OTHER EQUIPMENT, THE TRASH ENCLOSURE WALLS AND GATE SHALL BE A HEIGHT EQUAL TO OR GREATER THAN THE MAXIMUM HEIGHT OF THE TRASH COMPACTOR OR EQUIPMENT.

(J) ELECTRIC VEHICLE CHARGING STATIONS

1. ALL ELECTRIC VEHICLE CHARGING (EVC) SPACES, CHARGING STATIONS, AND ASSOCIATED TRANSFORMERS OR OTHER MECHANICAL EQUIPMENT, SHALL BE PROVIDED ON SITE, SHALL NOT DISPLACE ANY REQUIRED PARKING SPACES, AND SHALL NOT BE LOCATED WITHIN ANY REQUIRED LANDSCAPE SETBACK OR REQUIRED LANDSCAPE AREA.

2. ALL GROUND MOUNTED EQUIPMENT SHALL BE FULLY SCREENED BY SOLID MASONRY WALLS AND GATES BUILT TO A HEIGHT EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT. ENCLOSURE WALLS SHALL USE MATERIALS AND COLORS TO MATCH EXISTING MATERIALS AND COLORS ON THE SITE.

3. ALL TRANSFORMER BOXES AND ANY OTHER UTILITY EQUIPMENT NOT ABLE TO BE SCREENED BY WALLS SHALL BE PAINTED TO MATCH THE COLOR OF THE BUILDING(S) ON-SITE.

4. NO ADVERTISING SIGNAGE IS PERMITTED ON THE EVC SPACES OR ASSOCIATED EQUIPMENT.

(K) ALL EXTERNAL LIGHTING SHALL BE SO LOCATED AND DESIGNED TO PREVENT LIGHTING RAYS FROM BEING DIRECTED OFF OF THE PROPERTY UPON WHICH THE LIGHTING IS LOCATED. A PHOTOMETRIC STUDY SHALL BE PROVIDED TO SHOW ZERO (0) FOOT CANDLES AT THE SUBJECT PROPERTY LINES.

35-1903. RESIDENTIAL DESIGN STANDARDS

(1) APPLICABILITY

(A) THE FOLLOWING OBJECTIVE DESIGN STANDARDS SHALL BE APPLIED TO I) ALL NEW SINGLE-FAMILY HOMES, DUPLEXES, TRIPLEXES AND FOURPLEXES, DEVELOPED INDIVIDUALLY OR AS PART OF A SUBDIVISION; AND II) MULTI-FAMILY RESIDENTIAL DEVELOPMENTS.

(B) THESE STANDARDS ARE INTENDED TO ENSURE THAT NEW SINGLE-FAMILY RESIDENCES, MIDDLE HOUSING DEVELOPMENTS, AND MULTI-FAMILY DEVELOPMENTS PROMOTE A HIGH-QUALITY LIVING ENVIRONMENT BY IDENTIFYING MINIMUM AESTHETIC AND FUNCTIONAL REQUIREMENTS THAT ALIGN WITH POLICIES IN THE CHANDLER GENERAL PLAN. THESE INCLUDE CREATING A SENSE OF PLACE, A DESIRABLE STREETSCAPE APPEARANCE, AND WALKABLE NEIGHBORHOODS WITH ACCESS TO PARKS, COMMERCIAL AREAS, AND COMMUNITY FACILITIES.

(2) SITE LAYOUT

(A) HEIGHT AND AREA REGULATION FOR INDIVIDUAL LOTS:

HEIGHT, BUILDING SETBACKS, MINIMUM LOT SIZE, AND MAXIMUM LOT COVERAGE ARE REGULATED BY THE ZONING DISTRICT IN WHICH THE PROPERTY IS LOCATED. THESE STANDARDS CAN BE FOUND IN THE RESPECTIVE SECTIONS OF THE CITY OF CHANDLER LAND USE AND ZONING CODE AS FOLLOWS:

ZONING DISTRICTS	CODE SECTION
AGRICULTURAL DISTRICT (AG-1)	35-403
SINGLE-FAMILY DISTRICT (SF-33)	35-503
SINGLE-FAMILY DISTRICT (SF-18)	35-603
SINGLE-FAMILY DISTRICT (SF-10)	35-603.1
SINGLE-FAMILY DISTRICT (SF-8.5)	35-703
MEDIUM-DENSITY RESIDENTIAL DISTRICT (MF-1)	35-803
MULTIPLE-FAMILY RESIDENTIAL DISTRICT (MF-2)	35-903
HIGH-DENSITY RESIDENTIAL DISTRICT (MF-3)	35-1003
MIDDLE HOUSING OVERLAY DISTRICT	35-3503

HEIGHT AND AREA REGULATIONS FOR LOTS LOCATED IN PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICTS ARE ESTABLISHED BY THE ORDINANCE THAT ADOPTED THE PAD, WHICH CAN BE FOUND IN THE DEVELOPMENT'S ZONING FILE. ZONING FILES ARE KEPT AT THE CITY OF CHANDLER'S DEVELOPMENT SERVICES DEPARTMENT.

(B) SITE LAYOUT DESIGN STANDARDS APPLICABLE FOR SINGLE-FAMILY LOTS, SINGLE-FAMILY SUBDIVISIONS, DUPLEX, TRIPLEX, FOURPLEX, AND MULTI-FAMILY (FIVE UNITS OR MORE) SHALL BE AS INDICATED IN THE FOLLOWING TABLE WITH A "X."

SITE LAYOUT DESIGN STANDARDS	SINGLE-FAMILY (1-7 LOTS)	SINGLE-FAMILY WITH 8 OR MORE LOTS	DUPLEX, TRIPLEX, AND FOUR-PLEX	MULTI-FAMILY (5-20 UNITS)	MULTI-FAMILY (20 AND UP)
1. PROJECT ARRIVAL: THE PRIMARY ENTRANCE WHERE A STREET OR DRIVEWAY INTERSECTS AN ARTERIAL OR MAJOR COLLECTOR SHALL INCLUDE A MINIMUM OF THREE OF THE FOLLOWING: a. MONUMENT SIGN b. ENHANCED LANDSCAPING WITH 15% MORE LANDSCAPING THAN WHAT IS REQUIRED c. SPECIALTY PAVEMENT FOR A NON-GATED COMMUNITY FOR A MINIMUM OF 50FT IN LENGTH MEASURED FROM THE PUBLIC RIGHT-OF-WAY. d. SPECIALTY PAVEMENT FOR A GATED COMMUNITY SHALL BE PROVIDED MEASURED FROM THE PUBLIC RIGHT-OF-WAY TO 30 FEET BEYOND THE CALL BOX. e. ARCHITECTURAL TOWER OR OTHER SIMILAR ARCHITECTURAL FEATURE f. BOULEVARD STYLE ENTRY WITH A LANDSCAPED MEDIAN FOR A MINIMUM OF 50FT IN LENGTH FROM THE PROPERTY LINE		X			X

2. PROJECT THEME: EACH DEVELOPMENT SHALL PROVIDE A DISTINCTIVE PROJECT THEME CONSISTENTLY THROUGHOUT THE SITE, CONSISTING OF: a. DISTINCTLY DESIGNED WALLS FOR THE PROJECT THEME WALL b. SPECIALIZED FENCING WHEN FENCING IS PROPOSED; DETAILS OF ACCENT WALLS WITH TWO OR MORE MATERIALS WHEN ACCENT WALLS ARE PROPOSED c. SPECIALIZED PEDESTRIAN AND/OR VEHICULAR GATES WHEN SUCH GATES ARE PROPOSED d. A PROJECT SPECIFIC PLANT PALETTE		X		X	X
3. PROVIDE A CONTINUOUS PEDESTRIAN CIRCULATION SYSTEM ON AT LEAST ONE SIDE OF THE PRIMARY DRIVE AISLE(S) AND/OR AROUND THE ENTIRE SITE CONNECTING BUILDINGS, GROUND-FLOOR RESIDENTIAL UNITS, AMENITIES, PARKING, AND ADJACENT STREETS. IF THERE IS AN ADJACENT PUBLIC AMENITY SUCH AS A PARK, THEN A PEDESTRIAN PATHWAY SHALL CONNECT THE DEVELOPMENT TO THE PARK WHERE PERMISSIBLE BY THE CITY.		X		X	X
4. *COMMON OPEN SPACE AREAS* IN MULTI-FAMILY PROJECTS SHALL BE PROVIDED AS FOLLOWS:				X	X

<table>
<tr>
<td>a. USABLE COMMON OPEN SPACE AND RECREATION AREA AT THE RATE OF 150 SQUARE FEET PER BEDROOM. SUCH AREA MUST BE AT LEAST 20 FEET WIDE AND SHALL NOT BE ENCUMBERED BY NONRECREATIONAL IMPROVEMENTS. ALL OPEN SPACE AREA FOR COMMUNITY PLAY SHALL BE CENTRALLY LOCATED AND NOT ADJACENT TO REFUSE AREAS.</td>
<td></td><td></td><td></td><td></td><td></td>
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<tr>
<td>5. EACH DEVELOPMENT SHALL PROVIDE AMENITIES IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:
<table>
<tr><th>UNIT COUNT</th><th>AMENITY COUNT REQUIRED</th></tr>
<tr><td>LESS THAN 20</td><td>ONE</td></tr>
<tr><td>20 TO 50</td><td>TWO OR MORE</td></tr>
<tr><td>50 TO 100</td><td>THREE OR MORE</td></tr>
<tr><td>100 TO 150</td><td>FOUR OR MORE</td></tr>
<tr><td>150 TO 250</td><td>FIVE OR MORE</td></tr>
<tr><td>250 OR MORE</td><td>SIX AMENITIES PLUS SECOND POOL, RAMADA, ETC.</td></tr>
</table>
6. AMENITY OPTIONS INCLUDE BUT SHALL NOT BE LIMITED TO:
a. SWIMMING POOL, A PORTION OF WHICH SHALL BE A MINIMUM SIXTY-FOOT LENGTH, WITH COOL DECK PERIMETER AND RAMADA.
b. JACUZZI AREA WITH RAMADA.</td>
<td></td><td></td><td></td><td>X</td><td>X</td>
</tr>
</table>

c. RAMADA WITH BBQ AND SEATING AREAS. d. TOT LOT e. VOLLEYBALL COURT. f. CONCRETE MULTI-USE COURT. g. TENNIS COURTS, PICKLEBALL AND/OR RACQUETBALL COURTS. h. WEIGHT ROOM. i. DOG PARK. j. PUTTING GREEN. k. WALKING PATH 7. LOCATION: a. ANY MULTI-PERSON ACTIVATED OUTDOOR AMENITIES SHALL NOT BE LOCATED CLOSER THAN 100 FEET FROM ANY EXISTING NEIGHBORING RESIDENTIAL PROPERTY. 8. EXCLUDED AREAS: THE FOLLOWING SHALL NOT BE COUNTED TOWARDS COMMON OPEN SPACE: a. DRIVEWAYS OR PARKING SPACES b. REQUIRED FRONT, SIDE, AND REAR YARD SETBACK AREAS. c. NON-FUNCTIONAL LANDSCAPED AREAS SUCH AS STREET FRONTAGE LANDSCAPING, BUILDING FOUNDATION LANDSCAPING, AND LANDSCAPING WITHIN THE PARKING LOT. 9. OPEN SPACE REDUCTIONS- a. THE ZONING ADMINISTRATOR MAY REDUCE OR WAIVE THE OPEN SPACE REQUIREMENTS IF:					

i. THE SUBJECT SITE IS LOCATED WITHIN THE INFILL INCENTIVE DISTRICT, MIDDLE HOUSING OVERLAY DISTRICT, OR WITHIN ¼ MILE (TRAVEL PATH) OF PUBLICLY ACCESSIBLE PARK OR PUBLIC RECREATION FACILITY.						
10. PRIVATE OPEN SPACE SHALL BE PROVIDED FOR EACH UNIT. SUCH SPACES SHALL HAVE AN UNENCUMBERED AREA THAT IS A MINIMUM OF 65 SQUARE FEET WITH A MINIMUM WIDTH OF 8 FEET AND A MINIMUM DEPTH OF 5 FEET AND SHALL BE ENTIRELY COVERED AS REQUIRED IN SUBSECTION 3, BUILDING ARCHITECTURE.	X	X	X	X	X
11. VIEW FENCING SHALL BE PROVIDED ALONG ARTERIAL AND COLLECTOR STREETS IN AREAS WHERE PRIVATE YARDS DO NOT ABUT THOSE STREETS, EXCEPT FOR NON-GATED SUBDIVISIONS, WHICH MAY PROVIDE VIEW FENCING OR LEAVE THE AFOREMENTIONED AREAS OPEN WITH NO WALL OR FENCE. VIEW FENCING MAY INCLUDE A COMBINATION OF MASONRY AND VIEW FENCING PROVIDING THAT AT LEAST THE TOP 60% OF THE FENCING IS VIEW FENCING		X		X	X

12. IF A GATE IS PROVIDED TO THE MAIN ENTRANCE OF A SINGLE-FAMILY SUBDIVISION OR A MULTI-FAMILY COMPLEX, THE GATES SHALL NOT BE LOCATED FURTHER TOWARDS THE STREET THAN THE CLOSEST BUILDING WALL AND SHALL NOT BE MADE OF A SOLID OR OPAQUE MATERIAL.		X		X	X
13. PARKING GARAGES FRONTING A STREET SHALL BE PLACED NEXT TO EACH OTHER ON ADJACENT LOTS IN ORDER TO MAXIMIZE ON-STREET PARKING, WHERE APPLICABLE.	X	X			
14. FOR CORNER LOTS, PARKING GARAGES SHALL BE LOCATED ON THE INTERIOR LOT SIDE (NOT THE STREET CORNER SIDE).	X	X			
15. GARAGES FRONTING ONTO AN INTERNAL DRIVEWAY OR STREET SHALL BE SETBACK: a. 3 – 5 FEET FROM SAID DRIVEWAY OR STREET, OR b. A MINIMUM OF 20 FEET FROM SAID DRIVEWAY OR STREET	X	X	X	X	X
16. A ONE-CAR GARAGE OR SHADE STRUCTURE IS REQUIRED TO BE 10FT BY 20FT OF UNENCUMBERED SPACE. A TWO-CAR GARAGE OR SHADE STRUCTURE IS REQUIRED TO BE 20FT BY 20FT OF UNENCUMBERED SPACE. PARKING REQUIREMENTS ARE REGULATED BY SECTION 35-1804.	X	X	X	X	X
17. THE REQUIRED COVERED PARKING SPACES SHALL BE LOCATED ADJACENT TO UNITS, AND THE GUEST PARKING SPACES SHALL BE EVENLY DISPERSED THROUGHOUT THE DEVELOPMENT.				X	X

18. PROVIDE SCREENING OR OTHER ACCOMMODATION FOR TRASH CONTAINERS, RECYCLING BINS, HOUSEHOLD TOOLS AND EQUIPMENT.	X	X	X		

(3) BUILDING ARCHITECTURE

(A) BUILDING ARCHITECTURE DESIGN STANDARDS APPLICABLE FOR SINGLE-FAMILY LOTS, SINGLE-FAMILY SUBDIVISIONS, LOTS WITH A SINGLE DUPLEX, TRIPLEX, OR FOURPLEX, AND MULTI-FAMILY (FIVE UNITS AND UP) SHALL BE AS INDICATED IN THE FOLLOWING TABLE WITH A "X."

BUILDING ARCHITECTURE DESIGN STANDARDS	SINGLE-FAMILY	SINGLE-FAMILY WITH 8 OR MORE LOTS	DUPLEX, TRIPLEX, AND FOUR-PLEX	MULTI-FAMILY (5-20 UNITS)	MULTI-FAMILY (20 AND UP)
PRIMARY ENTRY DESIGN:					
1. THE PRIMARY ENTRANCE SHALL BE DESIGNED TO INCLUDE ONE OF THE FOLLOWING: a. PORCH (A ROOF COVERED AREA ATTACHED TO AND PROJECTING A MINIMUM OF SIX (6) FEET FROM THE FRONT EXTERIOR WALL OF THE STRUCTURE COVERING THE ENTRANCE AND AN EXTENDED AREA ALONG THE FRONT FOR SEATING) b. PORTICO (A COLUMN SUPPORTED ROOF OVER THE ENTRANCE OF THE HOME THAT EXTENDS A MINIMUM OF 5 FEET FROM THE EXTERIOR WALL TO PROVIDE SHELTER FROM THE ELEMENTS) c. AWNING (A ROOF COVERING THAT IS NOT SUPPORTED BY	X	X	X	X	X

	COLUMNS AND THAT IS ATTACHED TO AND PROJECTS A MINIMUM OF 4 FEET FROM THE EXTERIOR WALL AND IS LOCATED OVER THE ENTRANCE TO PROVIDE SHELTER FROM THE ELEMENTS. AWNINGS SHALL BE METAL, ROOF TILES, SHINGLES, OR OTHER HARD NON-FLEXIBLE MATERIALS. d. RECESS (A FRONT DOOR THAT IS RECESSED A MINIMUM OF 4 FEET FROM THE EXTERIOR WALL PLANE ON WHICH THE DOOR IS LOCATED TO CREATE A COVERED LANDING AREA.)					
2.	ORIENT FRONT DOORS TOWARD THE FRONTING STREET OR A COMMON COURTYARD THAT IS SHARED WITH OTHER DWELLING UNITS. THE USE OF DISTINCTIVE ARCHITECTURAL ELEMENTS AND MATERIALS TO DENOTE PROMINENT ENTRANCES IS REQUIRED.	X	X	X	X	X
3.	BUILDING ORIENTATION: DESIGN THE PRIMARY FACADE OF THE BUILDINGS WITH VARIED SETBACKS FOR A MINIMUM OF 5 FEET IN DEPTH TO CREATE AN INTERESTING AND ATTRACTIVE STREET EDGE WHILE MAINTAINING THE REQUIRED BUILDING SETBACK.		X		X	X
GARAGE PLACEMENT & ORIENTATION:						
4.	GARAGES SHALL USE COLORS AND MATERIALS USED ON THE PRIMARY BUILDING FAÇADE TO BLEND THE GARAGE WITH THE FRONTAGE OF THE DWELLING.	X	X	X	X	X
5.	WHEN ORIENTED AS A SIDE ENTRY GARAGE, A MINIMUM OF 25% OF THE SURFACE AREA OF THE SIDE OF THE GARAGE FACING THE STREET SHALL INCLUDE WINDOWS AND	X	X	X		

ARCHITECTURAL DETAILING TO MATCH THE DETAILING ON THE PRIMARY PORTION OF THE STRUCTURE AND APPEAR AS A LIVABLE PORTION OF THE DWELLING UNIT.					
MASSING & SCALE:					
6. IF THE FRONT ELEVATION IS LONGER THAN 30 FEET, INCORPORATE A MINIMUM OF 2 FEET DEEP BY 10 FEET WIDE OFFSET FOR EACH 30 FEET OF BUILDING WALL LENGTH AND EXTEND TO THE FULL HEIGHT OF THE BUILDING. BUILDING ENTRANCES AND FRONT PORCHES MAY COUNT TOWARDS MEETING THIS REQUIREMENT.	X	X	X		
7. HORIZONTAL OFF SETS: BREAKS IN MASSING OF AT LEAST 2 FEET IN DEPTH SHALL BE PROVIDED FOR A MINIMUM OF 25% OF A SINGLE BUILDING ELEVATION THROUGH THE USE OF VARYING SETBACKS, BUILDING ENTRIES, BUILDING OFFSET, OR MODULATION OF BUILDING FACADES. 8. VERTICAL VARIATION: CHANGE IN ROOFLINES OF AT LEAST 2 FEET IN HEIGHT SHALL BE PROVIDED FOR A MINIMUM OF 25% OF A SINGLE BUILDING ELEVATION THROUGH CHANGE IN HEIGHT AND FORM. 9. THE ZONING ADMINISTRATOR MAY ACCEPT MINOR DEPARTURES FROM THE HORIZONTAL OFF SET AND VERTICAL VARIATION REQUIREMENTS FOR THE REAR ELEVATIONS OF A BUILDING THAT ARE NOT VISIBLE FROM PUBLIC RIGHTS-OF-WAY AND ADJOINING RESIDENTIAL, COMMERCIAL, OR OPEN SPACES.				X	X
10. WHERE THE SIDE FAÇADE AT THE END OF A BUILDING IS ORIENTED TO A STREET, DRIVEWAY, OR COMMON				X	X

OPEN SPACE AREA, MASSING AND LEVEL OF DETAILING OF THE SIDE FAÇADE SHALL BE CONSISTENT WITH THE FRONT FAÇADE. ARTICULATION OF THE SIDE FAÇADE MAY INCLUDE WINDOWS, DOORS, AND PORCHES.					
11. SIDE ELEVATIONS SHALL PROVIDE A MINIMUM OF ONE HORIZONTAL PLANE BREAK OF AT LEAST 2 FEET IN DEPTH.	X	X	X		
12. PROVIDE SINGLE-STORY OR COMBINATION ONE- AND TWO-STORY HOMES ON ALL CORNER LOTS, WITH THE TWO-STORY PORTION ENCOMPASSING A MAXIMUM 75% OF THE BUILDING FOOTPRINT AND ORIENTED FURTHEST AWAY FROM THE STREET SIDE YARD.	X	X	X		
13. FOR LOTS GREATER THAN 50 FEET WIDE: NO MORE THAN THREE DETACHED TWO-STORY SINGLE-FAMILY HOMES SHALL BE LOCATED NEXT TO EACH OTHER ALONG ARTERIAL AND COLLECTOR STREETS, EXCEPT WHEN: a. REAR YARD SETBACKS ARE STAGGERED A MINIMUM DEPTH OF 10 FEET EVERY 150 FEET OR LESS, OR b. TWO-STORY HOMES HAVE A SINGLE-STORY COMPONENT THAT COMPRISES AT LEAST 25% OF THE LENGTH OF THE BUILDING FOOTPRINT AND THE TWO-STORY COMPONENT IS ORIENTED FURTHEST AWAY FROM THE ARTERIAL OR COLLECTOR STREET AND WHICH NO MORE THAN THREE ARE LOCATED NEXT TO EACH		X			

OTHER WITHOUT STAGGERING THE REAR YARD SETBACK A MINIMUM OF 10 FEET OR LOCATING A TWO-STORY HOME THAT DOES NOT HAVE A ONE-STORY COMPONENT.					
14. STRUCTURES THAT ARE TWO STORIES OR MORE SHALL COMPLY WITH A MINIMUM OF TWO OF THE FOLLOWING STRATEGIES TO REDUCE MASSING AND DIMINISH A BOX-ON-BOX APPEARANCE: a. INCLUDE A SINGLE-STORY ELEMENT ON THE REAR OR FRONT ELEVATION THAT IS AT LEAST 25% OF THE LENGTH OF THE BUILDING FOOTPRINT b. AT LEAST 3 SIDES OF THE STRUCTURE PROVIDE A MINIMUM OF ONE VERTICAL BREAK STEPPING BACK A MINIMUM DEPTH OF 3 FEET FOR AT LEAST 25% OF THE LENGTH OF EACH SIDE. c. PROVIDE MULTIPLE ROOFS AT DIFFERENT HEIGHTS, OR PARAPET HEIGHTS VARYING A MINIMUM OF 2 FEET. d. PROVIDE AT LEAST 3 OF THE FOLLOWING FEATURES THAT BREAK UP THE BOX-ON-BOX EFFECT: i. COVERED REAR PATIOS (MINIMUM 4 FEET IN DEPTH) EXTENDING FROM THE EXTERIOR WALL OF THE STRUCTURES	X	X	X		

ii. COVERED PORCHES (MINIMUM 6 FEET IN DEPTH) SHALL RUN AT LEAST 50% OF THE FRONT OF THE STRUCTURE FOR HOMES THAT ARE 40 FEET OR WIDER. FOR HOMES 39 FEET WIDE OR LESS, THE COVERED PORCH (MINIMUM 6 FEET IN DEPTH) SHALL RUN AT LEAST 30% OF THE FRONT OF THE STRUCTURE. iii. BAY WINDOWS iv. CANTILEVERS v. PROJECTING BALCONIES (MINIMUM 4 FEET IN DEPTH) vi. DORMERS vii. AWNINGS (MINIMUM 4 FEET IN DEPTH)					
ROOFLINES:					
15. VARIATION OF ROOF FORMS SHALL BE USED ON BUILDINGS OVER 50 FEET IN LENGTH ALONG THE STREET FRONTAGE AND ACCOMPLISHED THROUGH THE USE OF DIFFERENCES IN ROOF HEIGHT (MINIMUM 2 FEET) AND/OR FORM.			X	X	X
16. VARIED ROOF FORM SHALL BE USED AS APPROPRIATE TO THE ARCHITECTURAL STYLE, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: HIPPED ROOFS, SHED ROOFS, GABLED ROOFS, VARYING PITCHES, ROOF DORMERS, AND FLAT ROOFS.	X	X	X	X	X
17. ROOFLINES SHALL BE DESIGNED WITH CHANGES IN RIDGELINE	X	X	X	X	X

<table>
<tr><td>DIRECTION AND CONFIGURATION TO ENSURE VARIATION IN ROOFLINES BETWEEN STRUCTURES.</td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>18. NO MORE THAN TWO IDENTICAL SIDE-BY-SIDE ROOF SLOPES SHOULD BE CONSTRUCTED ALONG ARTERIAL OR COLLECTOR STREETS OR PUBLIC OPEN SPACE.</td><td>X</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">ARCHITECTURAL DIVERSITY & ARTICULATION</td></tr>
<tr><td>19. NEW DEVELOPMENTS WITH 4 OR MORE CONTIGUOUS SINGLE-FAMILY DETACHED LOTS SHALL OFFER MULTIPLE DISTINCTLY DIFFERENT ARCHITECTURAL STYLES AS FOLLOWS:
<table><tr><th>TOTAL # OF DWELLING UNITS</th><th>MINIMUM # OF DISTINCT ARCHITECTURAL STYLES PER FLOOR PLAN</th></tr><tr><td>1-7</td><td>1</td></tr><tr><td>8-15</td><td>2</td></tr><tr><td>16-30</td><td>3</td></tr><tr><td>>30</td><td>4</td></tr></table>EACH ARCHITECTURAL STYLE SHALL FEATURE AT LEAST FOUR (4) DISTINCTIVE FEATURES ON EACH ELEVATION, SUCH AS BUT NOT LIMITED TO:
a. ROOF FORM AND MATERIALS
b. MASONRY VENEER (COVERING A MINIMUM 20% OF THE ELEVATION)
c. EXTERIOR MATERIALS
d. WINDOW AND COLUMN DETAILING
e. ARCHES
f. ORNAMENTAL IRONWORK
g. EAVE DETAILS</td><td>X</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td>20. A MULTI-FAMILY DEVELOPMENT MUST HAVE AT LEAST ONE CLEARLY</td><td></td><td></td><td>X</td><td>X</td><td>X</td></tr>
</table>

DEFINED ARCHITECTURAL STYLE, AND EACH ARCHITECTURAL STYLE SHALL FEATURE AT LEAST FOUR DISTINCTIVE FEATURES ON EACH ELEVATION, SUCH AS BUT NOT LIMITED TO: a. ROOF FORM AND MATERIALS b. MASONRY VENEER (COVERING A MINIMUM 20% OF THE ELEVATION) c. EXTERIOR MATERIALS d. COLUMN DETAILING e. ARCHES f. ORNAMENTAL IRONWORK g. EAVE DETAILS					
21. A MINIMUM OF THREE DIFFERENT MATERIALS AND AT LEAST FIVE OF THE FOLLOWING ARCHITECTURAL ELEMENTS SHALL BE PROVIDED ON EACH BUILDING ELEVATION. i. COVERED PORCH ii. BAY WINDOWS iii. CANTILEVERS iv. PROJECTING BALCONIES v. DORMERS vi. AWNINGS vii. TRIMS AROUND DOORS AND WINDOWS THAT MATCH THE ARCHITECTURAL STYLE viii. WINDOW MULLIONS AND MUNTINS ix. WINDOW SHUTTERS x. ACCENT MATERIALS (E.G., DECORATIVE TILE, DECORATIVE METAL ACCENTS)				X	X

xi. DECORATIVE BRACKETS UNDER ROOF EAVES, PROJECTING BALCONIES, OR OTHER xii. DECORATIVE DOWNSPOUTS					
22. DUPLEXES, TRIPLEXES, FOURPLEXES SHALL BE DESIGNED TO APPEAR AS SEPARATE UNITS BY THE USE OF CLEARLY IDENTIFIED ENTRIES.			X	X	
23. ALL PRIMARY ENTRANCES INTO RESIDENTIAL BUILDINGS OR INDIVIDUAL UNITS SHALL PROVIDE WEATHER PROTECTION BY HAVING AN OVERHEAD ROOF FEATURE EXTENDING A MINIMUM OF FOUR FEET FROM THE BUILDING FAÇADE AND FOUR FEET IN WIDTH.	X	X	X	X	X
24. THE FIRST FLOOR SHALL PROVIDE PEDESTRIAN SCALED ELEMENTS BY USING TWO OR MORE ARCHITECTURAL FEATURES ON THE FRONT ELEVATIONS (E.G. ARCHES, AWNINGS, FENESTRATION, PATIOS, COLUMNS, CORNICES, MOLDINGS, AND TRELLISES) THAT ARE NOT USED IN THE SAME PATTERN ON THE UPPER STORIES.				X	X
25. THE SAME ELEVATION SHALL NOT BE BUILT SIDE-BY-SIDE OR DIRECTLY ACROSS THE STREET FROM ONE ANOTHER AS DEFINED BY 60% OR MORE OF LOT WIDTH.	X	X	X		
MATERIALS & COLORS					
26. ALL EXTERIOR MATERIALS SHALL BE DURABLE TO WITHSTAND THE ELEMENTS SUCH AS BUT NOT LIMITED TO BRICK, MASONRY, STONE, MASONRY VENEERS, CONCRETE, COMPOSITE WOOD PRODUCTS AND STUCCO.	X	X	X	X	X

27. A UNIFIED PALETTE (COLOR, TEXTURE, SHEEN) OF MATERIALS SHALL BE USED ON ALL SIDES OF BUILDINGS. EVERY BUILDING SHALL INCLUDE NO LESS THAN THREE COLORS APPEARING ON THE BUILDING EXTERIOR.	X	X	X	X	X
28. NATURAL MATERIALS SUCH AS STONE, RIVER ROCK, AND SLATE, WHICH ARE INTENDED TO BE SEEN IN THEIR NATURAL STATE SHALL NOT BE PAINTED.	X	X	X	X	X
29. ROOFING MATERIALS SHALL CONSIST OF THE FOLLOWING: DIMENSIONAL COMPOSITE SHINGLES, CERAMIC TILE, CLAY TILE, CONCRETE TILE, AND STANDING SEAM METAL. WOOD SHINGLES ARE PROHIBITED.	X	X	X	X	X
30. UNTREATED WOOD IS NOT PERMITTED.	X	X	X	X	X
31. WHEN A MATERIAL WRAPS AROUND A CORNER IT SHALL BE TERMINATED BY AN ARCHITECTURAL ELEMENT SUCH AS AN OFFSET, COLUMN, INTERSECTING WALL, OR FENCE.	X	X	X	X	X
32. BALCONY DESIGN SHALL MATCH THE BUILDING IN TERMS OF STYLE, COLOR, AND MATERIALS.	X	X	X	X	X

35-1904. COMMERCIAL DESIGN STANDARDS

(1) APPLICABILITY

(A) THE FOLLOWING OBJECTIVE DESIGN STANDARDS SHALL BE APPLIED TO ALL NEW COMMERCIAL USES, DEVELOPED INDIVIDUALLY OR AS PART OF A LARGER COMMERCIAL CENTER.

(B) THESE STANDARDS ARE INTENDED TO PROVIDE A CLEAR SET OF ARCHITECTURAL AND SITE DESIGN REQUIREMENTS FOR NEW COMMERCIAL DEVELOPMENT. THESE STANDARDS PROVIDE CLEAR AND QUANTIFIABLE DIRECTION TO ENSURE THAT FUTURE DEVELOPMENT MAINTAINS THE UNIQUE CHARACTER AND HIGH QUALITY OF DESIGN

WITHIN THE CITY OF CHANDLER, WHILE ENSURING BUILDING FORM AND SCALE ARE APPROPRIATE TO THE SITE.

(2) SITE LAYOUT

(A) HEIGHT, BUILDING SETBACK, AND LOT COVERAGE SHALL BE REGULATED BY THE ZONING DISTRICT IN WHICH THE PROPERTY IS LOCATED IN. THESE REGULATIONS CAN BE FOUND IN THE CITY OF CHANDLER LAND USE AND ZONING CODE AT THE FOLLOWING LINKS:

COMMERCIAL ZONING DISTRICTS	**CODE SECTION**
NEIGHBORHOOD COMMERCIAL DISTRICT (C-1)	35-1203
COMMUNITY COMMERCIAL DISTRICT (C-2)	35-1303
REGIONAL COMMERCIAL DISTRICT (C-3)	35-1403

HEIGHT AND AREA REGULATIONS FOR LOTS LOCATED IN PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICTS ARE ESTABLISHED BY THE ORDINANCE THAT ADOPTED THE PAD, WHICH CAN BE FOUND IN THE DEVELOPMENT'S ZONING FILE. ZONING FILES ARE KEPT AT THE CITY OF CHANDLER'S DEVELOPMENT SERVICES DEPARTMENT.

WHEN COMMERCIAL PROJECTS ARE ADJACENT TO A REAR OR SIDE YARD OF SINGLE-FAMILY RESIDENTIAL DEVELOPMENT, INCLUDING THOSE INSTANCES WHEN SEPARATED BY AN ALLEY, THE FOLLOWING SEPARATION MUST BE MAINTAINED ON THE SITE: COMMERICAL BUILDINGS SHALL BE NO CLOSER THAN 25 FEET, PLUS ONE ADDITIONAL FOOT FOR EACH FOOT OF HEIGHT OF THE COMMERCIAL BUILDING, FROM THE RESIDENTIAL PROPERTY LINE.

(B) STAND-ALONE BUILDING PAD SITES:

1. *APPLICABILITY*: FOR THE PURPOSE OF THIS SECTION, STAND-ALONE BUILDING PAD SITES ARE USES THAT STAND APART FROM, AND HENCE ARE NOT PERCEIVABLE AS, PART OF THE MAIN BUILDING COMPLEX. STAND-ALONE PAD SITES MAY BE DEVELOPED AS SINGLE FREESTANDING USES, SUCH AS A RESTAURANT OR BANK, OR A CLUSTER OF USES SHARING COMMON ARCHITECTURAL DETAIL AND MATERIALS, OPEN SPACES, AND SHADED AREAS AND PEDESTRIAN CONNECTIONS. FREESTANDING BUILDING ADJACENT TO THE MAIN COMPLEX STRUCTURES WILL NOT BE CONSIDERED STAND-ALONE BUILDING PAD SITES IF THE FREESTANDING BUILDING IS NOT SEPARATED FROM

THE LARGER COMPLEX BY VEHICULAR MOVEMENT, IMPROVED VEHICULAR SURFACES, OR RETENTION AREA.

2. *NUMBER:* THE NUMBER OF PAD SITES PERMISSIBLE IN A SHOPPING CENTER SHALL BE LIMITED TO ONE PER ARTERIAL STREET FRONTAGE, WITH CORNER PAD SITES TO COUNT AS ONE OF THE FRONTAGE ALLOWANCES. MULTI-USER PAD SITES ARE PERMITTED ONLY WHEN THE USES ARE INTEGRATED AND CLUSTERED WITHIN A COMMON OPEN SPACE WITH SEATING AREAS AND PEDESTRIAN WALKS, SHARE COMMON ARCHITECTURAL DETAILS AND MATERIALS (E.G., COLOR, TEXTURE) PORTRAYED BY THE MAIN COMPLEX, AND NOT SEPARATED BY VEHICULAR MOVEMENT. MORE THAN TWO FREESTANDING PAD SITES MAY BE APPROVED THROUGH THE PRELIMINARY DEVELOPMENT PLAN (PDP) PROCESS.

   NOTWITHSTANDING THE FOREGOING, THE ZONING ADMINISTRATOR MAY APPROVE MORE THAN TWO FREE-STANDING PAD SITES PER DEVELOPMENT ADMINISTRATIVELY, UPON DETERMINING THAT ALL OF THE FOLLOWING APPLY:

   A. THE PAD WILL ENHANCE THE QUALITY OF THE OVERALL DEVELOPMENT OR REVITALIZE AN EXISTING COMMERCIAL CENTER;
   B. AN ADDITIONAL PAD WILL MAKE USE OF AN AREA THAT IS CURRENTLY UNDERUTILIZED;
   C. THERE IS SUFFICIENT AREA ON THE SITE TO ACCOMMODATE SAFE AND ADEQUATE ON-SITE TRAFFIC CIRCULATION AND THE SITE HAS BEEN DESIGNED TO PREVENT DRIVE-THROUGH QUEUING FROM BACKING ONTO MAIN DRIVEWAYS OR PUBLIC STREETS;
   D. NO MORE THAN ONE HIGH-TURNOVER USER PER STREET FRONTAGE;
   E. THE PAD(S) AND THE OVERALL COMMERCIAL CENTER IN WHICH IT IS LOCATED COMPLY WITH ARTICLE XVIII PARKING AND LOADING REGULATIONS;
   F. THE ARCHITECTURAL DESIGN (I.E. BUILDING FORM AND MATERIALS) OF THE PAD IS COMPATIBLE WITH AND SUPERIOR TO EXISTING BUILDINGS IN THE SAME CENTER THROUGH THE FOLLOWING BUT NOT LIMITED TO;
      i. INCREASED LEVELS OF ARCHITECTURAL QUALITY;
      ii. GREATER MATERIAL DIVERSITY;
      iii. ENHANCED USABLE SPACE AND/OR PEDESTRIAN CONNECTION;
      iv. ACTIVATION OF STREET FRONTAGE;
      v. HIGHER LEVELS OF LANDSCAPE DESIGN;
      vi. CREATIVE DESIGN SOLUTIONS FOR BACK-OF-HOUSE FUNCTIONS.

3. *LOCATION*: ANY HIGH-TURNOVER USES (FAST FOOD, CONVENIENCE STORES, SERVICE STATIONS, ETC.) MUST BE INTEGRATED WITHIN LARGER PLANNED COMMERCIAL AND OFFICE CENTERS. HOWEVER, ON SITES WHERE THE

CONTIGUOUS AREA IS GENERALLY INSUFFICIENT TO ALLOW A LARGER PLANNED CENTER, RELIEF MAY BE CONSIDERED THROUGH THE PROVISIONS OF THE PLANNED AREA DEVELOPMENT (PAD) PROCESS, SUBJECT TO APPROVAL BY CITY COUNCIL.

4. *CONSTRUCTION*: ANY STAND-ALONE PAD SITE BUILDING(S) 12,000 SQUARE FEET OR GREATER IN BUILDING AREA, LOCATED WITHIN ANY COMMERCIAL SITE THAT IS 10 ACRES OR GREATER IN SIZE, SHALL BE ALLOWED TO BE CONSTRUCTED PRIOR TO THE BALANCE OF THE COMMERCIAL CENTER. ANY PAD SITE BUILDINGS 25,000 SQUARE FEET OR LESS IN BUILDING AREA, LOCATED WITHIN ANY COMMERCIAL SITE THAT IS LESS THAN 10 ACRES IN SIZE, SHALL BE CONSTRUCTED CONCURRENTLY OR SUBSEQUENTLY WITH AT LEAST 12,000 SQUARE FEET OF ADDITIONAL BUILDING AREA IN THE COMMERCIAL CENTER.

(C) DRIVE THROUGHS AND PICK-UP WINDOWS

1. ONE DRIVE-UP OR DRIVE THROUGH USER PER STREET FRONTAGE IS PERMISSIBLE AS LONG AS THE DRIVE-UP DOES NOT CONFLICT WITH PARKING MANEUVERING AREAS, MAIN-STREAM VEHICULAR MOVEMENT, OR IN ITSELF CREATE AN UNSAFE TRAFFIC SITUATION.
2. ALL QUEUING LANES FOR FAST FOOD AND SIMILAR HIGH-TURNOVER USES SHALL BE A MINIMUM OF 14 FEET IN WIDTH.
3. ESTABLISHMENTS WITH QUEUING LANES THAT OFFER ON-SITE ORDERING SHALL MEET ALL OF THE FOLLOWING REQUIREMENTS:
    a. PROVIDE AT LEAST ONE QUEUING LANE MEETING BOTH OF THE FOLLOWING QUEUING LENGTH REQUIREMENTS:
        i. MINIMUM 150 FEET IN LENGTH MEASURED FROM THE DRIVE-UP WINDOW TO THE START OF THE LANE;
        ii. MINIMUM OF 120 FEET FROM THE START OF THE LANE TO THE MENU BOARD.
    b. ANY ADDITIONAL QUEUING LANES SHALL NOT BE COUNTED TOWARDS THE MINIMUM QUEUING REQUIREMENT FOR ON-SITE ORDERING.
    c. ANY ADDITIONAL QUEUING LANES DEDICATED SOLELY FOR PICKING UP PRE-ORDERED ITEMS AND WHICH DO NOT HAVE A MENU BOARD SHALL PROVIDE A MINIMUM OF 60 FEET IN LENGTH MEASURED FROM THE PICK-UP WINDOW TO START OF THE LANE. THIS QUEUING LENGTH STANDARD IS NOT INTENDED FOR SUCH USES AS DRUG STORES, BANKS, DRY CLEANERS, ETC.
4. DRIVE THROUGH LANE ENTRY AND EXIT SHALL BE SEPARATED FROM VEHICULAR PARKING AREAS, THROUGH CURBING, LANDSCAPING, ETC.
5. AT EACH INTERSECTION OF DRIVE THROUGH LANES AND SIDEWALKS, A CROSSWALK WITH TEXTURED, DECORATIVE PAVING AND PEDESTRIAN CROSSING

SIGNS SHALL BE PROVIDED. ADDITIONALLY, ONE OF THE FOLLOWING SAFETY MEASURES SHALL BE PROVIDED:

a. CROSSWALK WITH RAISED SPEED TABLE;
b. SPEED BUMP PRIOR TO PEDESTRIAN CROSSWALK.

6. ALL DRIVE THROUGH FACILITIES, INCLUDING DRIVE THROUGH LANES AND QUEUING AREAS SHALL BE ADEQUATELY SCREENED FROM STREET VIEW BY BUILDING. ORIENTATION, OR BY A LANDSCAPED BERM AND RETAINING WALL MEASURING 4 FEET FROM GRADE OF THE DRIVING LANE, AND SITUATED SO AS NOT TO DISRUPT SAFE TRAFFIC FLOW.
7. DRIVE THROUGH SPEAKER(S) SHALL NOT FACE PROPERTY ZONED FOR SINGLE-FAMILY RESIDENTIAL USES.
8. MENU BOARDS SHALL BE SCREENED FROM STREET VIEW BY BUILDING ORIENTATION OR BY A MINIMUM 4-FOOT SOLID MASONRY WALL.

(D) PEDESTRIAN CONNECTIVITY

1. AN ON-SITE WALKWAY SHALL CONNECT THE MAIN ENTRY OF EACH BUILDING OR EACH PRIMARY ENTRY TO A PUBLIC SIDEWALK ON EACH STREET FRONTAGE OF THE SITE, AND TO ANY TRANSIT STOP ADJACENT TO THE SITE.
2. A SYSTEM OF PEDESTRIAN WALKWAYS SHALL CONNECT ALL BUILDINGS ON A SITE TO EACH OTHER, TO ON-SITE AUTOMOBILE AND BICYCLE PARKING AREAS, AND TO ANY ON-SITE RECREATIONAL OR OPEN SPACE AREAS OR PEDESTRIAN AMENITIES.
3. TEXTURED PAVING TREATMENTS SHALL BE PROVIDED AT ALL ON-SITE PEDESTRIAN CROSSWALKS, AND DRIVEWAY ENTRANCES FOR A MINIMUM OF 30 FEET IN LENGTH ON-SITE.
4. BUS BAY LOCATIONS, WHERE APPLICABLE, SHALL BE INTEGRATED WITH PEDESTRIAN WALKWAYS THAT PROVIDE DIRECT ACCESS TO THE PROPERTY.
5. PERIMETER SIDEWALKS SHALL BE PROVIDED IN ONE OF THE FOLLOWING MANNERS:
    a. DETACHED AND SEPARATED FROM THE CURB BY LANDSCAPING BARRIER;
    b. ATTACHED TO THE CURB;
    c. ENTIRELY OR PARTIALLY MEANDERING AND DETACHED AND SEPARATED FROM THE CURB BY LANDSCAPING BARRIER.
6. PERIMETER SIDEWALKS SHALL CONNECT TO EXISTING PERIMETER SIDEWALKS ON ABUTTING PROPERTIES.
7. PERIMETER SIDEWALKS SHALL BE NOT LESS THAN 6 FEET IN WIDTH EXCEPT THAT, IN LOCATIONS ANTICIPATING HEAVIER THAN NORMAL PEDESTRIAN TRAFFIC, THE ZONING ADMINISTRATOR MAY REQUIRE THESE TO BE 8 FEET IN WIDTH.

(3) BUILDING ARCHITECTURE

(a) MASSING AND ARTICULATION

1. *HORIZONTAL OFF SETS*:
    i. BUILDINGS LESS THAN 2,000 SQUARE FEET SHALL INCORPORATE BREAKS IN MASSING HAVING A DEPTH OF AT LEAST 6 INCHES FOR A MINIMUM OF 25% OF EACH BUILDING ELEVATION THROUGH THE USE OF VARYING SETBACKS, BUILDING ENTRIES, EXTERIOR WALL PLANE OFFSET, OR MODULATION OF BUILDING FACADES.
    ii. BUILDINGS GREATER THAN 2,000 SQUARE FEET SHALL INCORPORATE BREAKS IN MASSING HAVING A DEPTH OF AT LEAST 2 FEET FOR A MINIMUM OF 25% OF EACH BUILDING ELEVATION THROUGH THE USE OF VARYING SETBACKS, BUILDING ENTRIES, BUILDING OFFSET, OR MODULATION OF BUILDING FACADES.
2. *VERTICAL VARIATION*: CHANGE IN ROOFLINES OF AT LEAST 2 FEET IN HEIGHT SHALL BE PROVIDED FOR A MINIMUM OF 25% OF EACH BUILDING ELEVATION THROUGH CHANGE IN HEIGHT AND FORM.
3. THE ZONING ADMINISTRATOR MAY ACCEPT MINOR DEPARTURES FROM THE HORIZONTAL OFF SET AND VERTICAL VARIATION REQUIREMENTS FOR THE REAR ELEVATIONS OF A BUILDING THAT ARE NOT VISIBLE FROM PUBLIC RIGHTS-OF-WAY OR ADJOINING RESIDENTIAL, COMMERCIAL, OR OPEN SPACES.

(b) ARCHITECTURAL CONSISTENCY

1. BUILDING ARCHITECTURE SHALL PROMOTE CONSISTENT ARCHITECTURAL CHARACTER AND DETAIL ON ALL SIDES OF THE STRUCTURE, INCLUDING THE CONTINUED USE OF BUILDING MATERIALS ON EACH SIDE.
2. IF A SUBJECT SITE IS LOCATED WITHIN A LARGER EXISTING CENTER OR DEVELOPMENT, THEN THE SUBJECT SITE SHALL BE ARCHITECTURALLY INTEGRATED WITH THE LARGER CENTER OR DEVELOPMENT. TO BE CONSIDERED ARCHITECTURALLY INTEGRATED, THE PROPOSAL SHALL PROVIDE THE FOLLOWING AT MINIMUM:
    i. THE PREDOMINANT BUILDING COLOR(S) (EXCLUDING ACCENT COLORS) USED ON THE PROPOSED BUILDING SHALL MATCH THE PREDOMINANT BUILDING COLOR(S) FOUND IN THE LARGER CENTER.
    ii. THE PREDOMINANT BUILDING MATERIALS USED ON THE PROPOSED BUILDING SHALL FEATURE AT LEAST TWO PROMINENT BUILDING MATERIALS FOUND IN THE LARGER CENTER.
    iii. THE PREDOMINANT ROOF FORM AND ROOF MATERIALS ON THE PROPOSED BUILDING SHALL USE THE SAME PREDOMINANT ROOF FORM AND ROOF MATERIALS FOUND IN THE CENTER.

3. BUILDING FEATURES THAT ARE USED FOR ADVERTISING OR TO PROMOTE A RECOGNIZABLE CORPORATE IMAGE (CORPORATE STYLIZED ARCHITECTURE) SHALL BE LIMITED TO A MAXIMUM OF ONE ACCENT COLOR OR MATERIAL AND SHALL MEET ONE OF THE FOLLOWING:
    i. WHEN THE COLOR OR MATERIAL IS NOT FOUND WITHIN THE APPROVED COLOR PALATE FOR THE LARGER CENTER, THEN THE COLOR OR MATERIAL SHALL BE LIMITED TO 10% OF A SINGLE BUILDING ELEVATION.
    ii. WHEN THE COLOR OR MATERIAL IS FOUND WITHIN THE APPROVED COLOR PALATE FOR THE LARGER CENTER, THEN THE COLOR OR MATERIAL SHALL BE LIMITED 20% OF A SINGLE BUILDING ELEVATION. ADDITIONAL COLORS OR MATERIALS MAY BE CONSIDERED IF THEY ARE PROMINENT BUILDING COLORS FOUND WITHIN THE APPROVED COLOR PALATE FOR THE CENTER.

(c) BUILDING MATERIALS AND FACADE DETAILS

1. BUILDING MATERIALS SHALL BE OF HIGH QUALITY AND DURABLE. THEY INCLUDE, BUT ARE NOT LIMITED TO:
    i. BRICK
    ii. STONE (NATURAL OR FAUX)
    iii. INTEGRAL COLOR, SAND BLASTED OR STAIN TEXTURED MASONRY
    iv. SPLIT-FACED MASONRY UNITS
    v. TILT-UP CONCRETE PANELS
    vi. STUCCO/EIFS
    vii. ARCHITECTURAL PRE-FINISHED METAL
    viii. CONCRETE AND CLAY TILE ROOFS
    ix. TREATED OR ENGINEERED WOOD PRODUCT
2. AT LEAST THREE MATERIALS SHALL BE USED IN ADDITION TO GLAZING AND ACCENT FEATURES (E.G., FENCE PANELS, TILE ACCENTS, TRELLISES) UNLESS DICTATED BY AN ARCHITECTURAL STYLE THAT PRESCRIBES A PARTICULAR BUILDING MATERIAL AS THE DOMINANT FEATURE (E.G., PUEBLO, SANTA FE STYLE, ETC.) AS FOLLOWS:
    i. A PREDOMINANT MATERIAL (MAXIMUM 65%) AND TWO ADDITIONAL MATERIALS (MINIMUM 10% EACH) SHALL BE PROVIDED ON EACH BUILDING FACADE
3. SOLID COVERED CANOPIES SHALL BE PROVIDED AT ALL PEDESTRIAN BUILDING ENTRIES AT A MINIMUM DEPTH OF FOUR (4) FEET.
4. WHERE EXISTING FLUSH CURBING IS UTILIZED, A COMBINATION OF DECORATIVE BOLLARDS AND LANDSCAPE PLANTERS SHALL BE PROVIDED WITH NO MORE THAN SIX (6) CONSECUTIVE BOLLARDS.

(d) SCREENING:

1. ANY COMMERCIAL DEVELOPMENT USING OUTSIDE STORAGE AREA FOR EQUIPMENT, VEHICLES, OR MATERIALS SHALL SCREEN SUCH AREA FROM VIEW WITH A 6-FOOT MASONRY OR CONCRETE WALL EXCLUDING APPROVED GATED OPENINGS.
2. DISMANTLING, SERVICING, REPAIRING, ETC., OF VEHICLES AND/OR EQUIPMENT SHALL BE WITHIN COMPLETELY ENCLOSED BUILDINGS OR WITHIN AN AREA ENCLOSED BY A SOLID CONCRETE, MASONRY, OR SIMILAR MATERIAL WALL EXCEPT FOR OPENINGS FOR INGRESS AND EGRESS WHICH SHALL BE FURNISHED WITH SOLID GATES.
3. SERVICE BAYS SHALL MEET ALL OF THE FOLLOWING SCREENING REQUIREMENTS:
    i. SCREENING FROM ADJACENT PROPERTIES ZONED FOR RESIDENTIAL USES SHALL MEET THE FOLLOWING REQUIREMENTS:
        1. BAY DOORS LOCATED WITHIN 100 FEET OF AN ADJACENT RESIDENTIAL PROPERTY LINE SHALL BE ORIENTED AWAY FROM THE ADJACENT USE.
        2. BAY DOORS LOCATED BETWEEN 100 FEET AND 600 FEET OF AN ADJACENT RESIDENTIAL PROPERTY LINE AND ORIENTED SUCH THAT THE BAY DOORS WOULD BE VISIBLE FROM THE ADJACENT USE SHALL BE SCREENED WITH AN INTERVENING BUILDING OR AN 8-FOOT-TALL SCREEN WALL. THE 8-FOOT-TALL SCREEN WALL SHALL NOT BE LOCATED IN THE REQUIRED BUILDING SETBACK.
    ii. SCREENING FROM ADJACENT STREETS SHALL BE ACCOMPLISHED THROUGH THE USE OF INTERVENING BUILDING SUCH THAT THE BAY DOORS ARE NOT VISIBLE FROM THE STREET(S). SITES THAT ARE UNABLE TO SCREEN SERVICE BAYS USING AN INTERVENING BUILDING SHALL USE AT MINIMUM ONE OF THE FOLLOWING METHODS:
        1. *PREFERRED METHOD*: ORIENT THE BUILDING SUCH THAT THE BAY DOORS ARE PERPENDICULAR TO THE ABUTTING STREET. FOR CORNER LOTS, THE BAY DOORS SHALL BE ORIENTED PERPENDICULAR TO THE STREET WITH THE HIGHEST FUNCTIONAL STREET CLASSIFICATION (I.E. ARTERIAL, COLLECTOR, ETC.) IDENTIFIED IN THE GENERAL PLAN. IN THE EVENT THAT THE STREET CLASSIFICATIONS ARE EQUIVALENT, THE ORIENTATION CREATING THE SMALLEST NOISE IMPACT ON ADJACENT RESIDENTIAL DEVELOPMENT SHALL BE USED.
        2. BAY DOORS FACING THE STREET SHALL BE SETBACK AT LEAST 200 FEET.

3. BAY DOORS LESS THAN 200 FEET FROM AN ADJACENT STREET AND LESS THAN PERPENDICULAR TO A STREET SHALL PROVIDE A SOLID 6-FOOT MASONRY SCREEN WALL. THE 6-FOOT-TALL SCREEN WALL SHALL NOT BE LOCATED IN THE REQUIRED BUILDING SETBACK.

4. PROVIDE LONG-TERM STORAGE OF SHOPPING CARTS EITHER WITHIN THE TENANT SPACE OR ADJACENT TO IT, BEHIND A DECORATIVE SCREEN WALL EXCEEDING THE HEIGHT OF THE CARTS. SHOPPING CART STORAGE SHALL NOT ENCROACH INTO ACCESSIBLE PATHWAYS.

(e) GAS STATIONS:

1. DESIGN OF GAS CANOPIES SHALL BE INTEGRATED WITH ADJACENT BUILDING ARCHITECTURE THROUGH THE USE OF SIMILAR MATERIALS, COLORS, AND ROOF FORMS.
2. GAS CANOPY LIGHTS SHALL BE FLUSH WITH THE BOTTOM OF CANOPY.
3. GAS CANOPY BOTTOM EDGE SHALL BE A MAXIMUM OF 15 FEET 6 INCHES ABOVE FINISH GRADE, UNLESS CANOPY IS INTEGRATED INTO CONVENIENCE STORE BUILDING.
4. ALL VENTING AND MECHANICAL EQUIPMENT SHALL BE SCREENED FROM ARTERIAL STREETS AND PUBLIC VIEW, THIS INCLUDES GAS VENT STACKS. GAS VENTS SHALL BE INTEGRATED INTO THE CANOPY OR MOUNTED DIRECTLY ADJACENT TO THE CONVENIENCE STORE AND SHALL NOT BE A SEPARATE STRUCTURE. THE CANOPY SHALL INCORPORATE ALTERNATIVE MATERIALS (SUCH AS LOUVERS OR MESH SCREENING) TO ALLOW FOR SUFFICIENT VENTILATION WHILE FULLY SCREENING ANY GAS VENTS OR MECHANICAL EQUIPMENT.
5. NO OUTSIDE VENDING IS PERMITTED, INCLUDING ICE MACHINES.

(f) INTERFACE WITH SINGLE-FAMILY RESIDENTIAL AREA: WHEN COMMERCIAL PROJECTS ARE NEXT TO OR ACROSS AN ALLEY FROM A REAR OR SIDE YARD OF SINGLE-FAMILY RESIDENTIAL DEVELOPMENT:

1. SECOND-STORY WINDOW BALCONIES AND OTHER OPENINGS ARE ALLOWED ONLY WHEN DEMONSTRATED TO AND APPROVED BY THE ZONING ADMINISTRATOR THAT BACK YARDS OF ADJACENT RESIDENCES WILL NOT BE VISIBLE FROM SUCH BALCONIES OR OPENINGS BY PERSONS SITTING OR STANDING IN THE COMMERCIAL BUILDINGS.

(4) LOCATIONAL CRITERIA AND SITE DEVELOPMENT STANDARDS FOR LARGE SINGLE USE RETAIL DEVELOPMENT

(A) LOCATIONAL CRITERIA: LARGE SINGLE USE RETAIL, AS DEFINED IN SECTION 35-200 OF THIS CODE, SHALL ONLY BE PERMITTED ON PROPERTY ZONED AS PLANNED AREA DEVELOPMENT (PAD) FOR SUCH USE, IN ACCORDANCE WITH THE REQUIREMENTS AND

PROVISIONS OF CHAPTER 35, ARTICLE XVII OF THIS CODE, AND FURTHER SUBJECT TO ALL OF THE FOLLOWING LOCATION CRITERIA. ANY PROPOSAL TO EXPAND AN EXISTING RETAIL USE, WHICH SUBSEQUENTLY BRINGS THE TOTAL BUILDING COVERAGE OF THAT USE TO 150,000 SQUARE FEET OR MORE, SHALL ALSO REQUIRE CONFORMANCE WITH ALL OF THE FOLLOWING STANDARDS, FOR THE ENTIRE SITE DEVELOPMENT. COUNCIL MAY APPROVE DEPARTURE FROM THESE STANDARDS UPON FINDING THAT SUCH DEPARTURE IS WARRANTED, BASED UPON CONSIDERATION OF MITIGATING CIRCUMSTANCES, DESIGN INNOVATION, OR OTHER MERITORIOUS FEATURE(S), AS PROVIDED FOR IN CHAPTER 35, ARTICLE XVII OF THIS CODE.

1. ANY PARCEL PROPOSED FOR A LARGE SINGLE USE RETAIL DEVELOPMENT SHALL BE ADJACENT TO A FREEWAY INTERCHANGE, OR SHALL FRONT ALONG TWO MAJOR ARTERIALS FORMING AN INTERSECTION DESIGNATED BY THE CHANDLER GENERAL PLAN AS "COMMERCIAL NODE," OR AS "REGIONAL MAJOR COMMERCIAL DEVELOPMENT," OR OTHER SUCCESSOR DESIGNATION SPECIFIED IN THE GENERAL PLAN, OR IN AN AREA PLAN APPROVED BY THE MAYOR AND CITY COUNCIL, THAT EXPRESSLY PROVIDES FOR SUCH LARGE SINGLE USE RETAIL DEVELOPMENT.

2. A MINIMUM DISTANCE OF 1,500 FEET, AS MEASURED ON A STRAIGHT LINE, SHALL BE REQUIRED FROM THE NEAREST PROPERTY LINE OF ANY PARCEL CURRENTLY ZONED FOR LOW DENSITY SINGLE-FAMILY RESIDENTIAL USE, TO THE NEAREST EXTERIOR WALL OF THE LARGE SINGLE USE RETAIL BUILDING.

A. FOR PURPOSES OF THIS MEASUREMENT, THE PHRASE "LOW DENSITY SINGLE-FAMILY RESIDENTIAL USE" SHALL MEAN A SUBDIVISION OF LAND, AS DEFINED IN SECTION 35-200 OF THIS CODE, LOCATED WITHIN THE CITY JURISDICTION, WITH A NET OVERALL DENSITY IN THE RANGE OF ZERO TO FOUR AND ONE-HALF DWELLING UNITS/ACRE. FOR PURPOSES OF THIS MEASUREMENT, NEITHER THE AG-1 (AGRICULTURE) NOR THE MH-1 (MOBILE HOME) ZONING DISTRICT SHALL BE CONSIDERED AS A LOW DENSITY SINGLE-FAMILY ZONING DESIGNATION.

B. THE 1,500 FOOT DISTANCE MAY BE REDUCED OR WAIVED ALTOGETHER BY COUNCIL IF BASED UPON A FINDING THAT OTHER MITIGATING CIRCUMSTANCES ALREADY EXIST ON, OR ADJACENT TO, THE SITE PROPOSED FOR LARGE SINGLE USE RETAIL DEVELOPMENT. SUCH MITIGATING CIRCUMSTANCES MAY INVOLVE EXISTING NON-SINGLE-FAMILY LAND USES OR ZONING DESIGNATIONS, OR OTHER PHYSICAL BARRIERS SUCH AS A MAJOR ARTERIAL RIGHT-OF-WAY, FREEWAY RIGHT-OF-WAY, RAILROAD OR CANAL RIGHT-OF-WAY, WHICH COUNCIL MAY FIND ACHIEVES AN EFFECTIVE SEPARATION AND BUFFER FROM THE LAND USE IMPACTS OF THE LARGE SINGLE USE RETAIL DEVELOPMENT.

C. THE 1,500 FOOT DISTANCE MAY BE REDUCED, OR WAIVED ALTOGETHER, BY COUNCIL IF BASED UPON A FINDING THAT THE LARGE SINGLE USE RETAIL DEVELOPMENT PROPOSAL DEMONSTRATES A COMBINATION OF SUPERIOR ARCHITECTURAL OR SITE DESIGN TECHNIQUES, SUCH AS, WITHOUT LIMITATION, I) ATTACHING OTHER ACCESSORY RETAIL SHOP SPACE AND STOREFRONTS TO DISPLACE AT LEAST A PORTION OF WHAT WOULD OTHERWISE BE A LENGTHY EXTERIOR FRONT WALL PLANE OF THE LARGE SINGLE USE RETAIL BUILDING; II) EXTENSIVE GREENBELTS NOT LESS THAN 100 FEET IN WIDTH THAT FEATURE MATURE LANDSCAPING, ARCHITECTURAL THEME WALLS, AND TERRACES THAT CAUSE THE FINISHED GRADE OF THE LARGE SINGLE USE RETAIL BUILDING TO BE AT LEAST 6 FEET LOWER THAN THE FINISHED LOT GRADE OF THE NEAREST LOW DENSITY SINGLE-FAMILY RESIDENTIAL USE; III) RELOCATION OF LOADING DOCKS AND OVERHEAD BAY DOORS TO ANOTHER SIDE OF THE BUILDING WHICH DOES NOT FACE ANY ADJACENT RESIDENTIAL USE, AND WHICH IN TURN CAUSES ELIMINATION OF ANY REAR SERVICE DRIVE OR OTHER MEANS OF ACCESS TO THE REAR OF THE BUILDING OTHER THAN PEDESTRIAN DOORS; IV) COMPLETELY SEPARATING THE LARGE SINGLE USE RETAIL BUILDING WITH SMALLER SCALE BUILDINGS ACCOMMODATING LESS INTENSIVE LAND USE(S), WHICH PROVIDES AN EFFECTIVE TRANSITION TO ANY ADJOINING RESIDENTIAL USE.

THE REQUIREMENTS OF THIS SUBSECTION 35-1904(4)(A)2. SHALL NOT APPLY IF THE DEVELOPER OF SUCH LOW DENSITY SINGLE-FAMILY RESIDENTIAL USE WAS REQUIRED BY CONDITION OF ZONING AS APPROVED BY THE CHANDLER CITY COUNCIL TO GIVE FULL AND ADEQUATE DISCLOSURE THAT SAID RESIDENTIAL SUBDIVISION WAS WITHIN 1,500 FEET TO ANOTHER SITE CURRENTLY DESIGNATED FOR REGIONAL COMMERCIAL USE, AS SHOWN ON THE CHANDLER GENERAL PLAN, WHEREIN SUCH DESIGNATION MAY PERMIT LARGE SINGLE USE RETAIL DEVELOPMENT.

3. AN APPLICATION REQUESTING ZONING APPROVAL FOR A LARGE SINGLE USE RETAIL COMPONENT MAY ALSO REQUEST ZONING FOR A SINGLE-FAMILY USE AS A COMPONENT OF A MIXED USE PROJECT ONLY WHEN EACH OF THE FOLLOWING CONDITIONS ARE MET:

A. THE LARGE SINGLE USE RETAIL PARCEL SHALL BE EXPRESSLY IDENTIFIED FOR SUCH USE AS PART OF A MIXED USE PLANNED AREA DEVELOPMENT (PAD) ZONING APPLICATION, WHEREIN SUCH APPLICATION AS APPROVED BY CITY COUNCIL ALSO DEPICTS THE SINGLE-FAMILY RESIDENTIAL PARCEL(S), AND ANY TRANSITIONAL LAND USE PARCELS AND BUFFERS ADJOINING THE LARGE SINGLE USE RETAIL PARCEL.

B. FULL AND ADEQUATE DISCLOSURE OF SUCH LARGE SINGLE USE RETAIL LOCATION SHALL BE GIVEN BY THE DEVELOPER OR HOMEBUILDER OF THE SINGLE-FAMILY RESIDENTIAL USE WITHIN 1,500 FEET, TO ANY PROSPECTIVE HOMEBUYER IN THE MANNER SPECIFIED AS A CONDITION OF CITY COUNCIL APPROVAL, FOR THE PLANNED AREA DEVELOPMENT (PAD) ZONING APPLICATION.

C. PRELIMINARY DEVELOPMENT PLAN APPROVAL FOR THE LARGE SINGLE USE RETAIL PARCEL, IN THE MANNER SET FORTH IN SECTION 35-1706 OF THIS CODE, SHALL BE REQUIRED EITHER PRIOR TO, OR CONCURRENT WITH, PRELIMINARY DEVELOPMENT PLAN APPROVAL FOR ONE OR MORE SINGLE-FAMILY RESIDENTIAL PARCELS WITHIN SAID MIXED USE DEVELOPMENT PROPOSAL.

D. THE REQUIRED PLANNED AREA DEVELOPMENT (PAD) ZONING APPLICATION, WHEREIN SUCH MIXED USES ARE IDENTIFIED, SHALL ALSO DEMONSTRATE SUFFICIENT BUFFER SEPARATIONS USING SUCH ELEMENTS AS STREET RIGHT-OF-WAY, STORMWATER RETENTION AREA(S), LANDSCAPING TECHNIQUES, AND MASONRY WALLS, IN COMBINATION TO ACHIEVE COMPLETE SEPARATION. IN NO EVENT SHALL ANY PARCEL PROPOSED FOR LARGE SINGLE USE RETAIL, SHARE A PROPERTY LINE WITH ANY PARCEL PROPOSED FOR LOW DENSITY SINGLE-FAMILY USE.

4. ANY PARCEL PROPOSED FOR LARGE SINGLE USE RETAIL DEVELOPMENT SHALL BE A MINIMUM DISTANCE OF 1,300 FEET FROM ANY SITE CURRENTLY ZONED, OR BUILT, AS A PUBLIC OR PRIVATE ELEMENTARY SCHOOL, MIDDLE SCHOOL, JUNIOR HIGH, OR HIGH SCHOOL.

A. IN NO EVENT SHALL ANY DEVELOPMENT SITE CONTAINING A LARGE SINGLE USE RETAIL PARCEL GAIN VEHICULAR ACCESS FROM A LOCAL STREET, COLLECTOR STREET, OR PRIVATE DRIVE, THAT ALSO PROVIDES VEHICULAR ACCESS OR FRONTAGE TO A PUBLIC OR PRIVATE ELEMENTARY SCHOOL, MIDDLE SCHOOL, JUNIOR HIGH, OR HIGH SCHOOL.

B. THE MINIMUM DISTANCES REQUIRED BY THIS SUBSECTION 35-1904(3)(A)4., BETWEEN THE LARGE SINGLE USE RETAIL BUILDING AND ANY GIVEN SCHOOL, SHALL BE THE SHORTEST STRAIGHT LINE MEASUREMENT FROM THE SCHOOL PROPERTY LINE TO THE NEAREST EXTERIOR WALL OF THE LARGE SINGLE USE RETAIL BUILDING.

THE REQUIREMENTS OF THIS SUBSECTION 35-1904(4)(A)4. SHALL NOT APPLY TO ANY ELEMENTARY SCHOOL, MIDDLE SCHOOL, JUNIOR HIGH, OR HIGH SCHOOL

LOCATED ON PROPERTY ZONED FOR USES OTHER THAN LOW DENSITY SINGLE-FAMILY RESIDENTIAL USE.

NOTWITHSTANDING CONFORMANCE WITH ALL OF THE ABOVE LOCATIONAL CRITERIA, CITY COUNCIL MAY DENY AN APPLICATION FOR THE PLANNED AREA DEVELOPMENT (PAD) ZONING DESIGNATION, IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN SECTION 35-1706(4) OF THIS CODE.

(B) SITE DEVELOPMENT STANDARDS: IN ADDITION TO THE SITE DEVELOPMENT AND LANDSCAPING STANDARDS SET FORTH IN ARTICLE 19 OF THIS CODE, LARGE SINGLE USE RETAIL SHALL ALSO BE SUBJECT TO CONFORMANCE WITH THE FOLLOWING ADDITIONAL STANDARDS. COUNCIL MAY APPROVE DEPARTURE FROM THESE STANDARDS UPON FINDING THAT SUCH DEPARTURE IS WARRANTED, BASED UPON DESIGN INNOVATION OR OTHER MERITORIOUS FEATURE(S) AS PROVIDED FOR IN CHAPTER 35, ARTICLE XVII OF THIS CODE:

1. MAXIMUM TOTAL SITE COVERAGE OF ALL BUILDINGS SHALL NOT EXCEED 24% OF THE NET SITE AREA.

2. MINIMUM FRONT, SIDE, AND REAR SETBACKS FOR ALL LARGE SINGLE USE RETAIL BUILDING(S) AND PARKING, AS OTHERWISE SPECIFIED IN SECTION 35-1902 OF THIS CODE, SHALL BE INCREASED AT THE RATE OF TWO ADDITIONAL FEET FOR EACH 10,000 SQUARE FEET OF BUILDING COVERAGE OVER 150,000 SQUARE FEET. SUCH SETBACKS FROM ANY PUBLIC STREET SHALL BE MEASURED FROM THE FUTURE RIGHT-OF-WAY LINE, WHEREIN SUCH RIGHT-OF-WAY WIDTH IS DETERMINED IN ACCORDANCE WITH THE CIRCULATION ELEMENT OF THE CHANDLER GENERAL PLAN.

3. THE ARCHITECTURE OF THE LARGE SINGLE USE RETAIL BUILDING, TOGETHER WITH ANY PAD BUILDING(S) OR IN-LINE SHOPS, SHALL DEMONSTRATE VISUAL INTEREST ON ALL EXTERIOR SIDES THROUGH THE USE OF SUCH TECHNIQUES, WITHOUT LIMITATION, AS WALL PLANE CHANGES, COLOR AND MATERIAL CHANGES, POP-OUTS, REVEAL LINES, SCORING, VARIED ROOF LINES AND SLOPES, RECESSED FEATURES, ARTICULATED CUSTOMER ENTRANCES, CANOPIES, COLONNADES, AND OTHER ELEMENTS, ALL OF WHICH EFFECTIVELY INTEGRATE THE BUILDING MASS WITH ITS SURROUNDINGS, AND BRING PROPORTION TO ITS HORIZONTAL AND VERTICAL DIMENSIONS.

4. ENTRY DRIVES SHALL BE ALIGNED WITH ANY POINT OF ACCESS TO AN ARTERIAL STREET THAT PROVIDES FULL TURNING MOVEMENTS, AS APPROVED BY THE CITY TRANSPORTATION ENGINEER. SAID ENTRY DRIVE(S) SHALL BE DEFINED AS A

BOULEVARD, THEREBY SEPARATING ENTRY/EXITING MOVEMENTS FROM PARKING SPACE SEARCH MANEUVERS.

5. SIDEWALKS NOT LESS THAN 6 FEET IN WIDTH SHALL BE PROVIDED WITHIN THE SITE DEVELOPMENT, PROVIDING DIRECT PEDESTRIAN ACCESS FROM THE ARTERIAL SIDEWALKS TO PRIMARY CUSTOMER ENTRY DOORS. SUCH ON-SITE SIDEWALKS SHALL BE SEPARATE AND DISTINCT BY USE OF LANDSCAPING, COLOR, AND MATERIAL CHANGESs. IN ADDITION, A MINIMUM TEN (10) FOOT WIDE SIDEWALK SHALL BE PROVIDED PARALLEL TO THE FRONT ELEVATION OF THE LARGE SINGLE USE RETAIL BUILDING FOR ITS ENTIRE LENGTH, AND SEPARATE FROM ANY PARKING SPACE OVERHANG, DRIVING AISLE OR LANDSCAPING AS REQUIRED IN SECTION 35-1906 OF THIS CODE.

6. ANY OUTDOOR DISPLAY AREAS FOR MERCHANDISE SHALL BE ENCLOSED BY FENCE WALLS INTEGRATED WITH THE ARCHITECTURE, COLOR, AND MATERIALS OF THE PRIMARY BUILDING, AND MAY INCLUDE WROUGHT IRON FOR VISIBILITY. SUCH FENCE WALL ENCLOSURES SHALL BE A MINIMUM 4 FEET OR GREATER IN HEIGHT.

7. ANY AREAS USED FOR SHOPPING CART CONTAINMENT AS MAY BE PROVIDED ADJACENT TO THE BUILDING, SHALL BE FULLY ENCLOSED AND SCREENED BY A MINIMUM 4 FOOT HIGH MASONRY WALL, WITH BERMING AND LANDSCAPING IN THE QUANTITIES SET FORTH IN SECTION 35-1906 OF THIS CODE.

8. OUTDOOR STORAGE OF MERCHANDISE OR OTHER MISCELLANEOUS MATERIAL, INCLUDING CONTAINMENT IN METAL BINS, SHALL NOT DISPLACE ANY PORTION OF THE SITE DEVELOPMENT INTENDED FOR PARKING, ACCESS, LANDSCAPING, OR LOADING, AND SHALL BE SCREENED IN THE MANNER SPECIFIED IN SECTION 35-1904(3)(D)1. AND 35-1905(3)(E)1v. OF THIS CODE.

9. A TRAFFIC STUDY SHALL BE SUBMITTED FOR APPROVAL BY THE CITY TRANSPORTATION ENGINEER, IN CONJUNCTION WITH THE PRELIMINARY DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS SET FORTH IN SECTION 35-1706 OF THIS CODE. RECOMMENDED MEASURES AND IMPROVEMENTS TO MITIGATE TRAFFIC IMPACTS SHALL BE THE RESPONSIBILITY OF THE PROJECT DEVELOPER.

10. A PHOTOMETRIC PLAN SHALL BE SUBMITTED FOR APPROVAL BY THE ZONING ADMINISTRATOR, IN CONJUNCTION WITH THE PRELIMINARY DEVELOPMENT PLAN REQUIREMENTS SET FORTH IN SECTION 35-1706 OF THIS CODE. SAID PLAN SHALL DEMONSTRATE AN ILLUMINATION LEVEL IN THE RANGE OF 1.5 TO 2.0 FOOT-CANDLES, FOR APPROVAL BY THE CHIEF OF POLICE OR DESIGNEE. SUCH SUBMITTAL SHALL INCLUDE CATALOGUE CUTS OF ALL LIGHTING FIXTURES WITH SHIELDS TO

ENSURE DOWN LIGHTING ONLY, CONCEALED POINT SOURCES OF LIGHT, AND PREVENT OVERSPILL ONTO ADJOINING PROPERTIES.

11. OVERNIGHT PARKING OF RECREATIONAL VEHICLES ANYWHERE WITHIN THE SITE DEVELOPMENT SHALL BE PROHIBITED.

35-1905. INDUSTRIAL DESIGN STANDARDS

(1) APPLICABILITY

(A) THE FOLLOWING OBJECTIVE DESIGN STANDARDS SHALL BE APPLIED TO ALL NEW INDUSTRIAL USES, DEVELOPED INDIVIDUALLY OR AS PART OF A LARGER INDUSTRIAL PROJECT.

(B) THESE STANDARDS ARE INTENDED TO PROVIDE A CLEAR SET OF ARCHITECTURAL AND SITE DESIGN REQUIREMENTS FOR NEW INDUSTRIAL DEVELOPMENT. THESE STANDARDS PROVIDE CLEAR AND QUANTIFIABLE DIRECTION TO ENSURE THAT FUTURE DEVELOPMENT MAINTAINS THE UNIQUE CHARACTER AND HIGH QUALITY OF DESIGN WITHIN THE CITY OF CHANDLER, WHILE ENSURING BUILDING FORM AND SCALE ARE APPROPRIATE TO THE SITE.

(2) SITE LAYOUT

(a) HEIGHT, BUILDING SETBACK, AND LOT COVERAGE SHALL BE REGULATED BY THE ZONING DISTRICT IN WHICH THE PROPERTY IS LOCATED IN. THESE REGULATIONS CAN BE FOUND IN THE CITY OF CHANDLER LAND USE AND ZONING CODE AT THE FOLLOWING LINKS:

INDUSTRIAL ZONING DISTRICTS	CODE SECTION
PLANNED INDUSTRIAL DISTRICT (I-1)	35-1503
GENERAL INDUSTRIAL DISTRICT (I-2)	35-1603

HEIGHT AND AREA REGULATIONS FOR LOTS LOCATED IN PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICTS ARE ESTABLISHED BY THE ORDINANCE THAT ADOPTED THE PAD, WHICH CAN BE FOUND IN THE DEVELOPMENT'S ZONING FILE. ZONING FILES ARE KEPT AT THE CITY OF CHANDLER'S DEVELOPMENT SERVICES DEPARTMENT.

WHEN INDUSTRIAL PROJECTS ARE NEXT TO OR ACROSS AN ALLEY FROM A REAR OR SIDE YARD OF SINGLE-FAMILY RESIDENTIAL DEVELOPMENT: INDUSTRIAL BUILDINGS SHALL BE NO CLOSER THAN 25 FEET, PLUSONE ADDITIONAL FOOT FOR EACH FOOT OF HEIGHT OF THE INDUSTRIAL BUILDING, FROM THE RESIDENTIAL PROPERTY LINE.

(b) BUILDING ORIENTATION

1. THE BUILDING FRONT SHALL BE ORIENTED TO A PUBLIC ROADWAY OR AN INTERNAL PRIMARY DRIVE FOR MULTI-BUILDING DEVELOPMENTS.
2. THE OFFICE, SHOWROOM OR OTHER PUBLICLY ACCESSIBLE PORTIONS OF THE BUILDING SHALL BE LOCATED OR ORIENTED IN THE BUILDING SO AS TO BE HIGHLY VISIBLE FROM A PUBLIC ROADWAY OR THE PUBLIC REALM.
3. A BUILDING LOCATED ON A CORNER SITE SHALL BE ORIENTED TO ADDRESS BOTH STREET FRONTAGES, AND SHALL HAVE ENHANCED LANDSCAPING AND ARCHITECTURAL DESIGN FEATURES SUCH AS STREET-FACING WINDOWS AND DOORS.
4. WAREHOUSES SHALL BE LOCATED TO THE SIDE OR REAR OF THE BUILDING TO MINIMIZE THE VISUAL IMPACTS OF WAREHOUSING/DISTRIBUTION ACTIVITIES, VEHICLE MANEUVERING AREAS, AND BACK-OF-HOUSE FUNCTIONS FROM THE PEDESTRIAN AND VISITOR EXPERIENCE.

(c) VEHICULAR ACCESS AND CONNECTIVITY

1. PUBLIC/VISITOR AREAS SHALL BE SEPARATED FROM TRUCK DELIVERY AND MANEUVERING AREAS. ON MULTI-BUILDING PROJECTS, THE PRIMARY DRIVEWAY FOR THE PUBLIC AND/OR VISITORS SHALL PROVIDE THE FOLLOWING:
    a. VARIETY OF MATERIALS (E.G., TEXTURIZED PAVING, COLORED PAVEMENT)
    b. ENHANCED LANDSCAPE PALATE COMPARED TO THE BALANCE OF THE SITE

(d) PEDESTRIAN CONNECTIVITY

1. AN ON-SITE WALKWAY SHALL CONNECT THE MAIN ENTRY OF EACH BUILDING OR EACH PRIMARY ENTRY TO A PUBLIC SIDEWALK ON EACH STREET FRONTAGE OF THE SITE, AND TO ANY TRANSIT STOP ADJACENT TO THE SITE.
2. A SYSTEM OF PEDESTRIAN WALKWAYS SHALL CONNECT ALL BUILDINGS ON A SITE TO EACH OTHER, TO ON-SITE AUTOMOBILE AND BICYCLE PARKING AREAS, AND TO ANY ON-SITE RECREATIONAL OR OPEN-SPACE AREAS OR PEDESTRIAN AMENITIES.
3. TEXTURED PAVING TREATMENTS SHALL BE PROVIDED AT ALL ON-SITE PEDESTRIAN CROSSWALKS, AND DRIVEWAY ENTRANCES FOR A MINIMUM OF 30 FEET IN LENGTH ON-SITE.
4. BUS BAY LOCATIONS, WHERE APPLICABLE, SHALL BE INTEGRATED WITH PEDESTRIAN WALKWAYS THAT PROVIDE DIRECT ACCESS TO THE PROPERTY.
5. PERIMETER SIDEWALKS SHALL BE PROVIDED IN ONE OF THE FOLLOWING MANNERS:
    a. DETACHED AND SEPARATED FROM THE CURB BY LANDSCAPING BARRIER;
    b. ATTACHED TO THE CURB;

c. ENTIRELY OR PARTIALLY MEANDERING AND DETACHED AND SEPARATED FROM THE CURB BY LANDSCAPING BARRIER.

6. PERIMETER SIDEWALKS SHALL CONNECT TO EXISTING PERIMETER SIDEWALKS ON ABUTTING PROPERTIES.
7. PERIMETER SIDEWALKS SHALL BE NOT LESS THAN 6 FEET IN WIDTH EXCEPT THAT, IN LOCATIONS WITH ANTICIPATED HEAVIER-THAN-NORMAL PEDESTRIAN TRAFFIC, THE ZONING ADMINISTRATOR MAY REQUIRE THESE TO BE 8 FEET IN WIDTH.
8. MULTI-BUILDING PROJECTS WITH THREE OR MORE BUILDINGS SHALL PROVIDE A MINIMUM OF TWO FUNCTIONAL OUTDOOR AMENITIES AND/OR COMMUNAL AREAS FOR EMPLOYEES. SUCH AMENITIES SHALL BE LOCATED NEAR BUILDING ENTRANCES OR OTHER FOCAL POINTS WITHIN THE DEVELOPMENT WHERE THEY WILL BE CONVENIENT AND COMFORTABLE FOR USERS. OUTDOOR AMENITIES AND COMMUNAL AREA INCLUDE, BUT ARE NOT LIMITED TO:
    a. ACTIVE RECREATIONAL SPACES SUCH AS SPORT COURTS, PUTTING GREENS, ETC. ACTIVE RECREATIONAL SPACES SHALL BE LOCATED NO CLOSER THAN 100FT TO THE PROPERTY LINE OF ANY PROPERTY ZONED FOR RESIDENTIAL USES;
    b. OUTDOOR SEATING AREAS SHADED BY TREES AND/OR STRUCTURES SUCH AS TRELLISES, PERGOLAS, AND CANOPIES.

(3) BUILDING ARCHITECTURE

(a) MASSING AND ARTICULATION

1. *HORIZONTAL OFF SETS*: BREAKS IN MASSING OF AT LEAST TWO FEET IN DEPTH SHALL BE PROVIDED FOR A MINIMUM OF 25% OF A SINGLE BUILDING ELEVATION THROUGH THE USE OF VARYING SETBACKS, BUILDING ENTRIES, BUILDING FACE OFF SET, OR MODULATION OF BUILDING FACADES.
2. *VERTICAL VARIATION*: CHANGE IN ROOFLINES OF AT LEAST TWO FEET IN HEIGHT SHALL BE PROVIDED FOR A MINIMUM OF 25% OF A SINGLE BUILDING ELEVATION THROUGH CHANGE IN HEIGHT AND FORM.
3. THE ZONING ADMINISTRATOR MAY ACCEPT MINOR DEPARTURES FROM THE HORIZONTAL OFF SET AND VERTICAL VARIATION REQUIREMENTS FOR THE REAR ELEVATIONS OF A BUILDING THAT ARE NOT VISIBLE FROM PUBLIC RIGHTS-OF-WAY AND ADJOINING RESIDENTIAL, COMMERCIAL, OR OPEN SPACES.

(b) ARCHITECTURAL CONSISTENCY

1. BUILDING ARCHITECTURE SHALL PROMOTE CONSISTENT ARCHITECTURAL CHARACTER AND DETAIL ON ALL SIDES OF THE STRUCTURE, INCLUDING THE CONTINUED USE OF BUILDING MATERIALS ON EACH SIDE.

2. IF A SUBJECT SITE IS LOCATED WITHIN A LARGER EXISTING CENTER OR DEVELOPMENT, THEN THE SUBJECT SITE SHALL BE ARCHITECTURALLY INTEGRATED WITH THE LARGER CENTER OR DEVELOPMENT. TO BE CONSIDERED ARCHITECTURALLY INTEGRATED, THE PROPOSAL SHALL PROVIDE THE FOLLOWING AT MINIMUM:
    a. THE PREDOMINANT BUILDING COLOR(S) (EXCLUDING ACCENT COLORS) USED ON THE PROPOSED BUILDING SHALL MATCH THE PREDOMINANT BUILDING COLOR(S) FOUND IN THE LARGER CENTER.
    b. THE PREDOMINANT BUILDING MATERIALS USED ON THE PROPOSED BUILDING SHALL FEATURE AT LEAST TWO PROMINENT BUILDING MATERIALS FOUND IN THE LARGER CENTER.
    c. THE PREDOMINANT ROOF FORM AND ROOF MATERIALS ON THE PROPOSED BUILDING SHALL USE THE SAME PREDOMINANT ROOF FORM AND ROOF MATERIALS FOUND IN THE CENTER.
3. BUILDING FEATURES THAT ARE USED FOR ADVERTISING OR NATIONAL IMAGE (CORPORATE STYLIZED ARCHITECTURE) SHALL BE LIMITED TO A MAXIMUM OF ONE ACCENT COLOR OR MATERIAL AND SHALL MEET ONE OF THE FOLLOWING:
    a. WHEN THE COLOR OR MATERIAL IS NOT FOUND WITHIN THE APPROVED COLOR PALATE FOR THE LARGER CENTER, THEN THE COLOR OR MATERIAL SHALL BE LIMITED TO 10% OF A SINGLE BUILDING ELEVATION.
    b. WHEN THE COLOR OR MATERIAL IS FOUND WITHIN THE APPROVED COLOR PALATE FOR THE LARGER CENTER, THEN THE COLOR OR MATERIAL SHALL BE LIMITED 20% OF A SINGLE BUILDING ELEVATION. ADDITIONAL COLORS OR MATERIALS MAY BE CONSIDERED IF THEY ARE PROMINENT BUILDING COLORS FOUND WITHIN THE APPROVED COLOR PALATE FOR THE CENTER.

(c) BUILDING MATERIALS

1. BUILDING MATERIALS SHALL BE OF HIGH QUALITY AND DURABLE. THEY INCLUDE, BUT ARE NOT LIMITED TO:
    a. BRICK
    b. STONE (NATURAL OR FAUX)
    c. INTEGRAL COLOR, SAND BLASTED OR STAIN TEXTURED MASONRY
    d. SPLIT-FACED MASONRY UNITS
    e. TILT-UP CONCRETE PANELS
    f. STUCCO/EIFS
    g. ARCHITECTURAL PRE-FINISHED METAL
2. A GENEROUS AMOUNT OF GLAZING SHALL BE INCORPORATED INTO THE DESIGN OF THE BUILDINGS. GLAZING SHALL BE PROVIDED AT THE FOLLOWING PERCENTAGES FOR EACH INDIVIDUAL BUILDING ELEVATION:

a. FRONT ELEVATIONS AND OTHER ELEVATIONS THAT DIRECTLY FACE A PUBLIC ROADWAY, FREEWAY, OR INTERNAL PRIMARY DRIVE: MINIMUM 20%
b. SIDE ELEVATIONS THAT ARE VISIBLE FROM A PUBLIC ROADWAY, FREEWAY, OR AN INTERNAL DRIVE BUT NOT DIRECTLY FACING THE ROADWAY OR DRIVE: MINIMUM 10%
c. REAR ELEVATIONS THAT ARE VISIBLE FROM THE PUBLIC ROADWAY, FREEWAY OR INTERNAL DRIVE: MINIMUM 5%

3. AT LEAST THREE FACADE MATERIALS SHALL BE USED IN ADDITION TO GLAZING AND ACCENT FEATURES (E.G., FENCE PANELS, TILE ACCENTS, TRELLISES) AS FOLLOWS:
    a. FRONT ELEVATION AND OTHER ELEVATIONS THAT DIRECTLY FACE A PUBLIC ROADWAY: A PREDOMINANT MATERIAL (MAXIMUM 60%) AND TWO ADDITIONAL MATERIALS (MINIMUM 40% COMBINED)
    b. SIDE ELEVATION: A PREDOMINANT MATERIAL (MAXIMUM 80%) AND TWO ADDITIONAL MATERIALS (MINIMUM 20% COMBINED)

(d) FACADE DETAILS

1. BUILDING ENTRANCES
    a. EACH PRINCIPAL BUILDING SHALL HAVE CLEARLY DEFINED, HIGHLY VISIBLE PRIMARY ENTRANCES FOR OCCUPANTS AND PATRONS. EVERY PRIMARY ENTRANCE SHALL HAVE A SPECIAL EMPHASIS WHEN COMPARED TO THE OTHER PORTIONS OF THE BUILDING. THIS SHALL BE ACCOMPLISHED BY PROVIDING THE THREE BELOW ENHANCED DESIGN ELEMENTS NEAR THE ENTRANCES:
        1. INCREASED USE AND HEIGHT OF GLAZING, ENCOMPASSING A MINIMUM OF 75% OF THE HEIGHT OF THE BUILDING;
        2. RAISED PARAPETS WITH A MINIMUM INCREASE IN HEIGHT OF 2 FEET;
        3. CANOPIES OR PORTICOS.
    b. IN ADDITION TO THE ABOVE REQUIRED DESIGN ELEMENTS, A MINIMUM OF TWO ADDITIONAL ENHANCED DESIGN ELEMENTS SHALL BE PROVIDED NEAR THE ENTRANCES, INCLUDING BUT NOT LIMITED TO:
        1. RECESSES/PROJECTIONS
        2. PEAKED ROOF FORMS
        3. ARCHES
        4. INTEGRAL PLANTERS OR WING WALLS
        5. ENHANCED PEDESTRIAN SURFACES
    c. WHEN A BUILDING ENTRANCE IS LOCATED AT THE CORNER OF A BUILDING, THE DESIGN ELEMENTS INCORPORATED INTO THE ENTRY

SHALL WRAP AROUND THE CORNER OF THE BUILDING. DESIGN ELEMENTS ON EACH SIDE OF THE CORNER ENTRY SHALL SPAN THE SAME LENGTH OF THE BUILDING.

d. BUILDING ENTRIES SHALL BE ORIENTED TOWARD THE PREDOMINANT PUBLIC VIEW, USUALLY THE STREET FRONTAGE. THIS ALLOWS THE PUBLIC TO MORE EASILY DETERMINE WHERE THE FRONT ENTRANCE IS LOCATED AND PROVIDES A MORE ATTRACTIVE STREET FRONTAGE.

e. LARGE BUILDINGS WHICH FRONT MULTIPLE STREETS SHALL PROVIDE MULTIPLE ENTRANCES.

2. SOLID COVERED CANOPIES SHALL BE PROVIDED AT ALL PEDESTRIAN BUILDING ENTRIES AT A MINIMUM DEPTH OF 4 FEET.

(e) SCREENING:

1. ANY INDUSTRIAL DEVELOPMENT USING OUTSIDE STORAGE AREA FOR EQUIPMENT, VEHICLES OR MATERIALS SHALL SCREEN SUCH AREA FROM VIEW WITH A MINIMUM 6 FOOT MASONRY OR CONCRETE WALL EXCLUDING APPROVED GATED OPENINGS.
2. DISMANTLING, SERVICING, REPAIRING, ETC., OF VEHICLES AND/OR EQUIPMENT SHALL BE WITHIN COMPLETELY ENCLOSED BUILDINGS OR WITHIN AN AREA ENCLOSED BY A SOLID CONCRETE, MASONRY, OR SIMILAR MATERIAL WALL EXCEPT FOR OPENINGS FOR INGRESS AND EGRESS WHICH SHALL BE FURNISHED WITH SOLID GATES.
3. SERVICE BAYS SHALL MEET ALL OF THE FOLLOWING SCREENING REQUIREMENTS:

a. SCREENING FROM ADJACENT PROPERTIES ZONED FOR RESIDENTIAL USES SHALL MEET THE FOLLOWING REQUIREMENTS:

1. BAY DOORS LOCATED WITHIN 100 FEET OF AN ADJACENT RESIDENTIAL PROPERTY LINE SHALL BE ORIENTED AWAY FROM THE ADJACENT USE.
2. BAY DOORS LOCATED BETWEEN 100 FEET AND 600 FEET OF AN ADJACENT RESIDENTIAL PROPERTY LINE AND ORIENTED SUCH THAT THE BAY DOORS WOULD BE VISIBLE FROM THE ADJACENT USE SHALL BE SCREENED WITH AN INTERVENING BUILDING OR AN 8 FOOT TALL SCREEN WALL. THE 8 FOOT TALL SCREEN WALL SHALL NOT BE LOCATED IN THE REQUIRED BUILDING SETBACK.

b. SCREENING FROM ADJACENT STREETS SHALL BE ACCOMPLISHED THROUGH THE USE OF INTERVENING BUILDING SUCH THAT THE BAY DOORS ARE NOT VISIBLE FROM THE STREET(S). SITES THAT ARE UNABLE TO SCREEN SERVICE BAYS USING AN INTERVENING BUILDING SHALL USE AT MINIMUM ONE OF THE FOLLOWING METHODS:

1. *PREFERRED METHOD*: ORIENT THE BUILDING SUCH THAT THE BAY DOORS ARE PERPENDICULAR TO THE ABUTTING STREET. FOR CORNER LOTS, THE BAY DOORS SHALL BE ORIENTED PERPENDICULAR TO THE STREET WITH THE HIGHEST FUNCTIONAL STREET CLASSIFICATION (I.E. ARTERIAL, COLLECTOR, ETC.) IDENTIFIED IN THE GENERAL PLAN. IN THE EVENT THAT THE STREET CLASSIFICATIONS ARE EQUIVALENT, THE ORIENTATION CREATING THE SMALLEST NOISE IMPACT ON ADJACENT RESIDENTIAL DEVELOPMENT SHALL BE USED.
2. BAY DOORS FACING THE STREET SHALL BE SETBACK AT LEAST 200 FEET.
3. BAY DOORS LESS THAN 200 FEET FROM AN ADJACENT STREET AND LESS THAN PERPENDICULAR TO A STREET SHALL PROVIDE A SOLID 6 FOOT MASONRY SCREEN WALL. THE 6 FOOT TALL SCREEN WALL SHALL NOT BE LOCATED IN THE REQUIRED BUILDING SETBACK.

c. ALL STAIRWAYS TO UPPER LEVELS SHALL BE LOCATED WITHIN THE BUILDING.

d. SCREEN WALLS EXCEEDING 80 FEET IN LENGTH THAT ARE VISIBLE FROM STREET VIEW, OPEN SPACE, OR PROPERTIES ZONED FOR COMMERCIAL OR RESIDENTIAL USES SHALL BE BROKEN UP THROUGH THE USE OF PILASTERS, AND/OR OFFSETS IN THE ALIGNMENT OF THE WALL OR FENCE.

e. TRUCK COURTS SHALL BE FULLY SCREENED FROM STREET VIEW, OPEN SPACE, AND ANY SURROUNDING PROPERTIES ZONED FOR COMMERCIAL OR RESIDENTIAL USES THROUGH THE USE OF AT LEAST ONE OF THE FOLLOWING METHODS:

1. USE OF INTERVENING BUILDINGS SUCH THAT THE ENTIRETY OF THE TRUCK COURTS ARE NOT VISIBLE;
2. USE OF SOLID 8 FOOT TALL MASONRY OR CONCRETE SCREEN WALL(S) AND OPAQUE GATE(S).

f. WHEN SECURITY FENCING IS REQUIRED, IT SHALL BE PROVIDED AS VIEW FENCING. VIEW FENCING MAY INCLUDE A COMBINATION OF MASONRY AND VIEW FENCING, PROVIDED THAT AT LEAST THE TOP 60% OF THE FENCING IS VIEW FENCING.

g. THE USE OF CONCERTINA WIRE OR BARBED WIRE IS PROHIBITED UNLESS NOT VISIBLE FROM PUBLIC VIEW.

(f) INTERFACE WITH SINGLE-FAMILY AREA: WHEN INDUSTRIAL PROJECTS ARE NEXT TO OR ACROSS AN ALLEY FROM A REAR OR SIDE YARD OF SINGLE-FAMILY RESIDENTIAL DEVELOPMENT:

1. SECOND-STORY WINDOW BALCONIES AND OTHER OPENINGS ARE ALLOWED ONLY WHEN DEMONSTRATED TO AND APPROVED BY THE ZONING ADMINISTRATOR THAT BACK YARDS OF ADJACENT RESIDENCES WILL NOT BE VISIBLE FROM SUCH BALCONIES OR OPENINGS BY PERSONS SITTING OR STANDING IN THE COMMERCIAL BUILDINGS.

~~35-1903~~ 35-1906. Landscaping

(1) *Purpose:* The purpose of this section is to provide minimum landscape development standards which will promote the general welfare of Chandler residents through the provision of an outdoor environment which will:

(a) Create aesthetically pleasing views and vistas along public streets.

(b) Complement and enhance the functional and aesthetic design of new building and site development projects.

(c) Provide visual screening of parking, service and storage areas.

(d) Mitigate the adverse impacts of higher intensity land uses upon lower intensity uses through the provision of needed "landscape buffers."

(e) Promote water conservation by restricting the use of turf and ornamental water features and requiring the use of low-water-use plant materials.

(f) Promote climate modifications for enhancement of pedestrian environments at street frontages, parking lots and building facades.

(g) Provide maximum shade on ground surfaces to reduce the "urban heat island effect."

(2) *Applicability:* These landscape standards shall apply to all new developments, EXCEPT FOR SINGLE-FAMILY, DUPLEX, TRIPLEX, AND FOURPLEX DWELLINGS, ~~excepting single- and two-family dwellings,~~ which require the approval of a site development plan or subdivision plat by the City of Chandler.

(3) *Definitions:*

(a) *Director:* The Development and Community Services Director or his/her designated representative.

(b) *Landscaping:* Shall include all living plants such as trees, shrubs, vines, vegetative ground cover, organic or inorganic materials, earthen berms, walls, walkways, plazas,

courtyards, lighting, benches, trash containers, ~~ponds, fountains,~~ sculptures and other site furnishings creating an attractive environment.

(c) *Landscape plan:* A graphic representation of the development of a site which illustrates the nature, design and location of all landscaping elements and materials.

(d) *Interior open space:* That open space encompassed by line extensions of the exterior walls of one (1) or more buildings constructed on a common building site.

(E) NON-FUNCTIONAL TURFGRASS:

- ANY NARROW STRIPS OF GRASS ESPECIALLY AREAS WITH ANY SINGLE DIMENSION OF 10 FEET OR LESS.
- GRASS AREAS EXCEEDING A 4:1, OR 25%, SLOPE.
- GRASS AREAS THAT ARE NOT ACCESSIBLE BY PAVED PATHWAYS AND/OR ARE RESTRICTED BY PHYSICAL BARRIERS THAT PROHIBIT ACCESSIBILITY.
- GRASS AREAS INSTALLED CLOSER THAN 10 FEET TO A STREET AND/OR IN FRONT ENTRYWAYS TO RESIDENTIAL NEIGHBORHOODS OR SUBDIVISIONS WHERE OTHER RECREATIONAL AMENITIES DO NOT EXIST.
- GRASS AREAS THAT ARE DEDICATED TO DRAINAGE CONVEYANCES, STORM BASINS, EROSION CONTROL, OR OPERATIONAL DISCHARGE AND ARE NOT HISTORICALLY UTILIZED FOR ACTIVE PROGRAMMED RECREATIONAL PURPOSES.
- ANY GRASS AREA NOT HISTORICALLY USED FOR RECREATIONAL PURPOSES AND ARE PRIMARILY AESTHETIC OR ORNAMENTAL.

~~(e) *Reclaimed water:* Water which has been processed by a municipal wastewater treatment plant and made available for reuse.~~

(f) *Salvaged/harvested water:* Collected stormwater for landscape use.

(4) *Landscape design plan:* All landscape plans shall be drawn at a minimum scale of one (1) inch equals thirty (30) feet (maximum sheet size thirty-inch by forty-two-inch) and contain the following information:

(a) Building footprints and roof overhangs, walkways, parking surfaces and vehicular overhang lines, property lines, right-of-way lines, easement lines and sight angle clearance lines.

(b) Calculations of the square footage and percent of total site of all site elements, including building footprints, parking, and landscape area. Landscape area shall also be further subdivided into subcategories of turf, shrubs/ground cover, and inorganic materials.

(c) The location of existing and proposed plant materials.

(d) Plant schedule, including botanical and common names, planting size, number of plants, and on-center spacing of massed shrubs and ground cover plants on each landscape sheet.

(e) Plant graphic symbol legend or key on each landscape sheet. (Items (d) and (e) may be combined.)

(f) Planting details, specifications and required guaranty.

(g) Proposed treatment (type and depth) of all added inorganic ground surface materials.

(h) Inorganic materials schedule including type of material (i.e. decomposed granite, river rock, screened rock, etc.) and quantities.

(i) Irrigation plan showing location of controller, existing or proposed meters, backflow preventor, water lines, heads, and materials schedule on each sheet.

(j) Irrigation details and pressure loss calculations.

(5) *Landscape design guidelines:* Landscaping shall be designed, installed and maintained in general accordance with the following guidelines:

(a) *Xeriscape principles:* Landscape developments shall be designed, installed and maintained in accordance with the following seven (7) basic principles of xeriscape.

1. *Planning and design:* Use a water conservation design. Implement a "mini-oasis" concept. Water-using plants and turf should be concentrated in small areas near buildings where they may be enjoyed at the pedestrian level.

2. *Limited turf areas:* Limit the use of turf to small areas where it will be actively used and efficiently watered.

3. *Efficient irrigation:* Utilize the most efficient irrigation system for the area being served. Drip individual plants rather than flood larger areas. Group plantings together with common water requirements to be watered on the same control zone.

4. *Soil improvements:* Add soil amendments (improvements) within planted areas to increase the water-holding capacity of the soil and improve the health and vigor of plants.

5. *Mulching:* Cover final soil surfaces with organic or inorganic mulches to insulate soil temperature extremes and conserve moisture.

6. *Lower-water-demand plants:* Utilize only those plants listed on an officially approved low-water-use plant list.

7. *Appropriate maintenance:* Maintain irrigation systems so they operate at peak efficiency. Lessen water demand by keeping weed growth down and by thinning unwanted wood from trees rather than cropping them.

~~*Except when reclaimed water is used.~~

(b) *Unity and continuity:* Landscape unity and continuity may be significantly enhanced through the selection of a dominant tree and shrub species. Such dominance shall be established by making the selected species clearly in the majority (sixty (60) percent plus).

Note: Plant palettes, except for turf areas in excess of the limitations established by these landscape standards, partially implemented through the construction of one (1) or more phases of a previously approved master planned project shall be continued throughout the development of that project.

(c) *Plant massing:* The massing of trees and shrubs into groups containing three (3) or more plants is required unless standards elsewhere within these regulations only require a single element, e.g. single trees within parking lot planter islands. Planting of single-shrub specimens, unless used to repeat an element already established within a massed planting within the same visual area, is prohibited. Shrub and ground cover spacing within massed beds shall be spaced in accordance with the spacing standards contained within appendix C [to this section].

(d) *Plant associations:* The grouping of plant species commonly found together in natural associations or of common environmental requirements (soil type, water, sun exposure, temperature limitations, etc.) is required.

(e) *Plant spacing:* In order to foster a more natural look, an uneven spacing of plants; unless such plants are being used to create a massed shrub or ground cover bed, is required. Unless dense massing is needed for screening or other specific design purposes, shrub spacing should be sufficient to allow plants to reach their natural mature size and form.

(f) *Consistency with adopted streetscape standards:* Street frontage landscaping shall be consistent with previously adopted specific streetscape standards (i.e., Ray Road Streetscape Standards).

(6) *Standards:* ~~All turf areas equal to or greater than five (5) acres in size shall be watered exclusively with reclaimed water when reclaimed water is available in the arterial street. All infrastructure need to accept reclaimed water when it is available in the arterial street shall be installed as a part of the development. When effluent is used, all turf areas equal to or greater than five (5) acres in size shall be overseeded with a winter lawn.~~ All new developments and modifications to existing developments shall be landscaped in accordance with the following minimum standards.

(a) *Plant material:*

1. *Low-water-use plants required:* ~~Except when reclaimed water is used,~~ Plant material species (trees, shrubs, ground cover, vines, etc.) shall be limited to those which are included within the latest amended edition of the "Low-Water-Using Plant List" approved by the Director of the Phoenix Active Management Area of the Arizona Department of Water Resources (appendix A). ~~Any plant material species may be used if irrigated by a reclaimed water source.~~

2. *Arizona Nursery Association-Tree specifications:* All trees shall comply with the latest amended edition of the "Arizona Nursery Association — Recommended Tree Specifications" (appendix D).

3. *Minimum planting size:* Unless specified elsewhere, all plant material shall be of the following minimum sizes:

Plant Type	Minimum Planting Size
Trees (for office, industrial, and commercial development adjoining arterial streets)	24-inch box (50% of required trees) 36-inch box (25% of required trees)* 48-inch box (25% of required trees)*
Trees (interior of office, industrial, and commercial development)	24-inch box
Trees (for non-commercial development common open space adjoining arterial streets)	24-inch box (50% of required trees) 36-inch box (50% of required trees)*
Trees (for non-commercial interior common open space)	24-inch box
Trees (quantities that exceed minimum standards under Section 35-1903(6)(c))	24-inch box
Shrubs	5-gallon
Ground Cover	1-gallon
Vines	1-gallon
Annuals	4-inch pots or flats

*Date palm or fan palm trees in excess of fifteen (15) feet in trunk height may qualify as a required thirty-six-inch box or forty-eight-inch box planting size.

(b) *Landscape area requirements:* All portions of a development site not utilized for building development, service areas, paved or improved storage areas, parking driveways, etc., shall be landscaped. Minimum areas of landscaping are as follows:

1. *Front yard/street right-of-way areas:* All front yard areas and street right-of-way areas located between developed on-site improvements and the back of existing or future

public sidewalks or street curbs, except needed access driveways, shall be fully landscaped.

All street frontage landscaping located adjacent to driveway exits and street intersections shall be designed, installed and maintained in accordance with the height, location and sight visibility requirements of the City of Chandler Standard Details (detail C-246, C-247, and C-248).

2. *Parking lot area:* A minimum of ten (10) percent of the interior surface area of all parking lots shall be landscaped. Planter islands, uniformly distributed throughout the interior parking area, a minimum of nine (9) feet in width (measured from outside face of curb to outside face of curb) and protected by raised curbs. Diamond planters shall be installed in commercial and office development and uniformly distributed between planter islands. Such planters shall be a minimum of five (5) feet square in size, oriented in a diagonal fashion, and shall occur at the following minimum frequencies:

Frequency	Type of Development
One (1) planter/ten (10) spaces	Multi-family Residential
One (1) planter and two (2) diamond planters/twelve (12) spaces	Commercial
One (1) planter and two (2) diamond planters/twelve (12) spaces	Office
One (1) planter/twenty (20) spaces	Industrial

Note: Planters, as required above, may not meet the ten (10) percent planting requirement. The deficiency shall be made up by increasing the size of the planter islands and/or increasing the width of perimeter landscape areas created by building and parking setback requirements.

3. *Landscape buffers/perimeter landscape strips:* A landscape strip a minimum of ten (10) feet in width shall be provided along all site boundary lines.

4. *Building structures:* Foundation planting shall be provided at walkways adjacent to buildings and planters up to building edge, where appropriate.

(c) *Landscape improvement requirements:* the following minimum landscape improvements are required within the following several different landscape areas:

1. *Single- and multi-family residential developments:*

a. Common open space/retention basins: A minimum of one (1) tree and six (6) shrubs per one thousand (1,000) square feet of open space plus such additional vegetative ground cover, including turf subject to the limitations established within subsection (6)~~(d)~~(e) of these standards, needed to cover a minimum of fifty (50) percent of the total landscaped area with shrubs and ground cover.

b. Arterial and collector street rights-of-way: Arterial and collector street rights-of-way adjacent to and within single- and multi-family residential developments shall be landscaped at a rate of one (1) tree and six (6) shrubs per thirty (30) lineal feet plus such additional shrubs and vegetative ground cover, excluding turf which is prohibited within street rights-of-way (unless reclaimed water is utilized), necessary to cover a minimum of fifty (50) percent of the total landscaped area with shrubs and ground cover.

2. *Commercial/office/institutional developments:* One (1) tree and six (6) shrubs per one thousand (1,000) square feet of open space plus such additional ground cover, including turf subject to the limitations established within subsection (6)~~(d)~~(e) of these standards, that upon maturity a minimum of fifty (50) percent of all interior "nonhardscape" open space surfaces shall be covered with shrubs and ground cover.

3. *Industrial developments:* One (1) tree and six (6) shrubs per one thousand (1,000) square feet of interior open space plus such additional vegetative ground cover, including turf subject to the limitations established within subsection (6)~~(d)~~(e) of these standards, that upon maturity a minimum of fifty (50) percent of all interior open space surfaces shall be covered with shrubs and ground cover.

4. *Parking areas:* ~~Normal-size~~ Single-row planter islands (nine (9) by nineteen (19) feet) shall contain a minimum of one (1) SINGLE-TRUNK tree and five (5) shrubs. Double-row planter islands (nine (9) by thirty-eight (38) feet) shall contain a minimum of two (2) SINGLE-TRUNK trees and ten (10) shrubs. Planter island larger than those described above 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 SEVEN (7) FEET and achieve a MINIMUM mature canopy width of twenty (20) feet. Diamond planters (five (5) feet square and oriented diagonally) shall contain a minimum of one (1) SINGLE-TRUNK tree. Angled parking shall include diamond planters (five (5) feet by seven (7) feet and oriented diagonally) and shall contain a minimum of one (1) SINGLE-TRUNK TREE.

5. *Front yard/street right-of-way areas:*

a. Twenty-foot setback areas: Landscaping 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, to provide a combined shrub and ground cover coverage of half of the total landscaped area.

b. Intersection setback areas (section 35-1902(3)(a)2.) ~~35-1902(4)(a)2.).~~ Landscaping 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 cover coverage of half of the total landscaped area.

6. *Landscape buffer areas/dissimilar land uses:*

a. A six-foot masonry wall reflecting the design, material and/or color of the primary structures within the project, excluding approved gated openings; and

b. Evergreen trees a minimum of seven (7) feet in height; twelve (12) feet in height if abutting existing or planned residential development, planted at a maximum spacing of twenty (20) feet on center and shrubs planted at a rate of four (4) per twenty (20) lineal feet.

7. *Other perimeter landscape strips:* All other perimeter landscape strips shall be landscaped at a rate of one (1) tree and six (6) shrubs per thirty (30) lineal feet.

8. *Parking lot screening:* When parking areas abut a front yard or road frontage landscaped area, such parking area shall be screened with a decorative masonry wall(s) ~~and~~ OR earth berm(s) ranging between thirty (30) and forty-two (42) inches in height. Horizontal and vertical variation in the design of screening wall is required whenever linear alignments exceed eighty (80) feet.

Tree, shrub and ground cover planting shall be as required in paragraph 5., "Front yard/street right-of-way areas," listed above.

9. *Front yard/setback grading:* Front yard areas shall be graded in a manner which creates natural and pleasing ground forms in accordance with the following guidelines:

a. A maximum of fifty (50) percent of the front yard setback area (that area which is behind the street frontage) may be used for stormwater retention.

b. Soil excavation to create needed retention basins shall, within the slope limitations established below, be used to create complimentary earth mounds elsewhere within the same front yard/setback area. Height of earth berms shall be measured from adjacent street curb elevation.

c. Earth mounds, natural and pleasing in size and shape, with a maximum slope ratio of 4 to 1 (horizontal/vertical) shall be located and designed to minimize street views into retention basins.

d. Rain and/or irrigation water run-off from landscaped surfaces onto paved surfaces is prohibited.

e. Stormwater retention is prohibited against retaining walls when adjacent to a street/right-of-way. Retention basins shall be designed to appear natural and pleasing, avoiding rectangular shapes or straight side slopes. Retention basins may be allowed to immediately adjoin retaining walls where they are located along side or rear property lines, only if they are not visible from any street frontage.

10. *Protection of landscaped areas:* Landscaped areas adjacent to vehicular drives or parking areas shall be protected by a six-inch vertical curb. Areas surfaced with different materials (i.e. lawn and decomposed granite) shall be separated by masonry, wood or steel headers. Steel headers shall not be used to edge turf areas within residential or recreational projects and developments.

11. *Finished grade surfaces:* All landscape areas shall be graded so that finished grade surfaces of all nonliving materials (i.e. decomposed granite, crushed rock, mulch, etc.) are one and one-half (1½) inches below concrete or other paved surfaces.

12. *Irrigation systems:* All landscaping shall be serviced with a permanent underground automated irrigation system designed PER CURRENT INDUSTRY STANDARDS. ~~in compliance with the "Minimum Standards for Landscape Irrigation" by the Arizona Chapter, American Society of Irrigation Consultants, three (3) copies of which are on file with the City Clerk, and which is hereby adopted by reference and made a part hereof as if set forth at length herein.~~

~~(d) *Additional quality standards:* The intent of the following standards is to encourage creative and innovative design techniques, quality and merit. A minimum of four (4) of the following items shall be achieved for shopping centers, office and commercial developments.~~

~~1. Provide alternative means for surface stormwater storage in addition to or in lieu of surface retention basins along all arterial street frontage areas.~~

~~2. Common open space/retention basins: A minimum of one (1) tree and six (6) shrubs per five hundred (500) square feet of open space, plus such additional vegetative ground cover, including turf subject to the limitations established within subsection (6)(d) of these standards, needed to cover a minimum of fifty (50) percent of the total landscaped area with shrubs and ground cover.~~

~~3. A maximum of twenty (20) percent of the front yard setback area (that area which is behind the public right-of-way) may be used for stormwater retention.~~

~~4. Provide placement of turf next to retention basins that are completely visible from all arterial streets.~~

~~5. Provide landscape berms that are a minimum of two (2) feet in height along at least fifty (50) percent of all adjacent arterial streetscapes outside the right-of-way. Berms shall maintain a maximum slope ratio of four to one (4:1) (horizontal/vertical).~~

~~6. Provide enhanced landscape planters at base of screen walls at each entry to commercial center.~~

~~7. Provide enhanced design configuration of screen walls adjoining arterial streets.~~

~~8. Provide at least one (1) landscape focal point element that serves as a terminus feature for a vehicular entry or pedestrian walkway.~~

~~9. Any other design amenity, which is otherwise not required but which meets the general intent for design innovation, may be substituted for any of the above additional quality standards.~~

(e) *Limitations on use of turf:* ~~Unless watered with "reclaimed" water,~~ use of turf shall be limited to the following:

Land Use/Area	Turf Permitted as a Percent of Total Landscape Area
*Street rights-of-way	0%
Commercial/Office/ Institutional	10%
Industrial	10%
**Multi-family residential	40%
**Common open space/retention basins	40%
Within SF residential developments	LIMITATIONS BASED ON ADWR FIFTH MANAGEMENT PLAN
***Parks, schools, golf course and cemeteries	LIMITATIONS BASED ON ADWR FIFTH MANAGEMENT PLAN

*Landscape extensions of residential lots are excepted from the turf limitations. Turf is prohibited in all rights-of-way.~~; however, when reclaimed water is used the following shall apply:~~

~~Turf is prohibited in all arterial street medians. Turf is allowed in arterial street rights-of way from the back of sidewalk to the right-of-way line. No turf shall be installed in arterial streets from back of street curb to the sidewalk.~~

~~On streets other than arterial streets, when reclaimed water is used, the following shall apply if the landscaping is maintained by a homeowners association:~~

~~Turf may be installed in the street right-of-way. All landscaping shall be designed and installed such that the final median and street landscape elevation is two (2) inches below the top of curb.~~

** NON-FUNCTIONAL TURFGRASS SHALL BE PROHIBITED.

~~***Although the area of turf is not limited, the amount of water which can be applied to it shall be subject to the limitations of the Second Management Plan for the Phoenix Active Management Area as adopted by the Director of the Arizona Department of Water Resources.~~

(f) *Limitations on use of decorative water/water features:* ~~Except when serviced with reclaimed water, and unless a part of a publicly oriented outdoor recreation facility, water features (i.e. pools, ponds, fountains, streams, waterfalls, etc.),~~ Shall be allowed only within small-scale pedestrian/oriented places. Water feature design which reduces evaporation, e.g. cascading rather than vertical sprays, is required. Entrance water features placed to be seen and enjoyed primarily from moving vehicles are prohibited.

(g) *Model home complexes:* Model home complexes~~, unless they are utilizing "reclaimed water,"~~ shall be landscaped in accordance with xeriscape landscape principles and shall meet the following minimum requirements:

1. *Plant materials:* Plant materials shall be limited to those contained within the "Low-Water-Use Plant List" referred to in these standards (app. A).

2. *Turf and water surfaces/features:* Combined turf* and water surfaces of all water features, except for swimming pools which shall be exempt from these calculations, shall not occupy more than twenty (20) percent of the landscapable area within each lot in the model home complex. All water intensive landscaped areas shall be located immediately adjacent to the model homes.

*Does not apply to turf which has been officially recognized by the Director of the Phoenix Active Management Area of the Arizona Department of Water Resources and included on the latest amended edition of the "Low Water Using Plant List."

~~3. *Literature package:* A literature package describing water-conserving landscaping shall be on display within all model sales offices. Such display, if copies are not made available by the homebuilder, shall include information regarding where such literature is available. The following literature is suggested:~~

~~Xeriscape—Water Conservation through Creative Landscaping~~

~~Arizona Municipal Water Users Association 505 N. 2nd Street, Suite 385 Phoenix, Arizona 85004~~

~~The Unthirsty One Hundred~~

~~Reprint from Sunset Magazine- October 1988 Lane Publishing Company Menlo Park, California 94025~~

(h) *Landscape maintenance:* All installed landscaping shall be maintained (watering, fertilizing, weeding, mowing, trash pickup, and pruning) by the landowner or the lessor in accordance with the following:

1. Sites shall be kept clean and attractive at all times. Weeds and trash shall not be allowed to accumulate on the site.

2. Living plant material shall receive sufficient water and fertilization to maintain health and vigor and shall, to the maximum extent possible, be allowed to attain its natural size and shape.

3. Pruning shall be used to maintain plant health and vigor while enhancing its form and structure. Cropping of trees, unless necessary to protect traffic safety or overhead power lines is prohibited. All pruning shall be in accordance with the adopted pruning standards of the Western Chapter of the International Society of Arboriculture (see appendix B).

4. All dead or obviously unhealthy plant materials shall be replaced with material equal to that which was originally specified on the approved landscape plan.

(i) *Landscape guaranty:* The owner shall, prior to building permit approval, provide evidence that all plant materials are guaranteed for a minimum period of sixty (60) days from the date of final approval by the city. Terms of the guarantee shall also specify that any plant materials which are not approved by the city prior to October 1 of the calendar year in which they are installed shall be further guaranteed until May 20 of the following calendar year. Trees, shrubs, vines, ground cover, and turf 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 requiring replacement under the conditions of the contractor's guarantee shall be replaced within ten (10) working days from the date of written notification from the owner or the City of Chandler.

(j) *Miscellaneous provisions:*

1. *Restrictions on tree and shrub placement:* Trees measured from trunk center shall be placed a minimum of SIX (6) ~~five (5)~~ feet from sidewalks, public accessways, or rear of fire hydrants. Shrubs as measured from their mature perimeter shall be located a minimum of five (5) feet from the rear of a fire hydrant. In no case shall any material other than ground cover be placed between the street or roadway and fifteen (15) feet either side of a fire hydrant.

2. *Spacing of massed shrubs/ground cover plantings:* The spacing of all massed shrubs and living ground cover plant materials shall be in accordance with appendix C, Recommended Spacing of Massed Shrubs and Ground Covers.

3. *Paving against building and screening walls prohibited:* A minimum of three (3) feet of foundation landscaping surrounding the building shall be provided. Paving of sidewalk, access driveways and parking surfaces adjacent to building or screen walls, unless part of a screened service area, is prohibited.

4. *Plastic under ground cover areas prohibited:* Use of plastic under ground cover materials is prohibited.

5. *Inorganic ground cover:* Inorganic ground covers (decomposed granite, crushed stone, etc.) shall be of a natural color harmonious with other site and architectural materials and shall be installed to a minimum depth of two (2) inches.

6. *Plant cover/dust control:* All portions of a development site (including future building PAD sites) not occupied by buildings, structures, paved improvements, and required landscape areas shall be temporarily landscaped with plant materials in accordance with these standards or treated with an appropriate inorganic ground cover and maintained in a weed-free condition.

7. *Cacti and succulents:* Cacti and succulents, while being low-water users, shall be limited to a maximum of fifty (50) percent of the required shrub material.

8. Energy conservation: The development shall incorporate those energy conservation measures that can only be provided at the time of land development or initial construction, such as:

A) Shading of south and west sides of building by overhangs and/or trees.

B) Provision of shade trees on the south and west side of streets.

(7) THE FOLLOWING DOCUMENTS, ON FILE WITH THE CITY CLERK, ARE HEREBY ADOPTED BY REFERENCE AND MADE A PART IF HEREOF AS IF SET FORTH AT LENGTH HEREIN: PHOENIX ACTIVE MANAGEMENT AREA (AMA) FIFTH MANAGEMENT PLAN AND ARIZONA DEPARTMENT OF WATER RESOURCES- PHOENIX AMA LOW WATER USE PLANT LIST.

~~(7) The following documents, three copies of which are on file with the City Clerk, are hereby adopted by reference and made a part hereof as if set forth at length herein: Low Water Using Plant List—Phoenix Active Management Area, August 1998 Revision, published by the Arizona Department of Water Resources; Pruning Standards, adopted by the Western Chapter ISA Executive Committee on May 18, 1988; City of Chandler Landscape Standards—Recommended Spacing of Massed Shrubs and Ground covers; Arizona Nursery Association—Recommended Average Tree Specifications, 1997 Revision published by the Arizona Nursery Association.~~

~~35-1903.1~~ 35-1906.1. Rights-of-way landscape.

Except as provided in Section 35-1906 ~~35-1903~~. public or private rights-of-way located in the City of Chandler shall only be planted with plants listed on the low-water-use plant list as approved by the city zoning administrator. Exceptions to the approved plant list through use of various water-conserving techniques shall be subject to review and approval by the Arizona Department of Water Resources, City Engineer, and Planning Director.

It is in the best interests of the City to promote water conservation techniques within rights-of-way, thereby encouraging innovative landscape design through low-water-use plant material. Location of said landscape materials shall conform to standards outlined in the Zoning Code, Section 35-1908 ~~35-1903~~, including but not limited to size, ratio of plantings to street frontage, and percentage of coverage. It is not the intent of the water conservation program to promote installation of turf or other high-water-use plant materials located within rights-of-way.

35-1907 ~~35-1904.~~ Site development compliance for certificate of occupancy.

All on-site improvements, including but not limited to:

(a) Landscape/irrigation;

(b) Outdoor lighting for buildings and parking areas;

(c) Landscape and paving area walkways;

(d) Parking areas paved and striped, and covered parking structures completed;

(e) Six-inch vertical concrete or precast curb in place where required;

(f) Complete cleanup of trash and construction materials;

shall be completed and accepted prior to issuance of a certificate of occupancy, except in cases where the Zoning Administrator finds circumstances such as prohibitions of weather or other acts of God have prevented compliance with this requirement, whereupon the Zoning Administrator may extend compliance for a maximum period of thirty (30) days. Noncompliance with such extension shall result in automatic revocation of the certificate of occupancy. These improvements may be installed in phases, provided that no certificate of occupancy shall be issued for any phase prior to completion and acceptance of the required on-site improvements for that particular phase. In addition, all sign permits shall be obtained prior to occupancy, in accordance with applicable code requirements.

Compliance with this requirement shall be recorded in written form and released through the Zoning Administrator to the Building Code Enforcement Manager.

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ARTICLE XII. - C-1 – NEIGHBORHOOD COMMERCIAL DISTRICT

35-1203. Height and area regulations.

. . .

(2) *Front Yard:* Buildings shall be set back at least fifty (50) feet from the right-of-way line along arterial streets and at least thirty (30) feet from the right-of-way line along all other streets. In the proximity of street intersections, see section 35-1902(3). ~~35-1902(4).~~

. . .

F. The reduced setback maintains the goals of providing landscaping along streets and street intersections as identified in section 35-1906.1. ~~35-1903.1~~

. . .

ARTICLE XV. - I-1 – PLANNED INDUSTRIAL DISTRICT

35-1503. Height and area regulations.

. . .

(2) *Front yard:* Buildings shall be set back at least fifty (50) feet from the right-of-way line along arterial streets and at least thirty (30) feet from the right-of-way line along all other streets. In the proximity of street intersections, see section 35-1902(3). ~~35-1902(4).~~

. . .

F. The reduced setback maintains the goals of providing landscaping along streets and street intersections as identified in section 35-1906.1. ~~35-1903.1.~~

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ARTICLE XVII. - PLANNED AREA DEVELOPMENTS

35-1703. Intensity of land use.

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F. The reduced setback maintains the goals of providing landscaping along streets and street intersections as identified in section 35-1906.1. ~~35-1903.1.~~

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ARTICLE XVIII. - PARKING AND LOADING REGULATIONS

35-1803. Design standards.

(1) All vehicular egress from parking lots to public rights-of-way shall be by forward motion only, except in the case of single-family, duplex, triplex, and fourplex ~~and two-family~~ residences fronting on a local street or a ~~primary or secondary~~ collector street.

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(4) Landscaping standards: See Section 35-1906 ~~35-1903~~ for details.

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ARTICLE XXI. - TABLE OF PERMITTED USES FOR NONRESIDENTIAL DISTRICTS

35-2100. - Purpose.

Footnotes:

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[2] Large single use retail, as defined in section 35-200 of this Code, shall only be permitted at permitted at locations specified, and when developed in accordance with section 35-1904(3) ~~35-1902(10)~~ of this Code.

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ARTICLE XXIX. P.C.O. - PLANNED COMMERCIAL OFFICE DISTRICT

35-2903. Preliminary site development plan.

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(2) *Preliminary site development plan standards:* The standards outlined in Article XIX, ~~section 35-1902~~, will apply to all preliminary plans.

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ARTICLE XXXI. - AP-1 – AIRPORT DISTRICT[5]

35-3103. Site development standards.

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(e) Adding on to an existing building except that an addition involving less than twenty (20) percent of the total existing floor area or two thousand five hundred (2,500) square feet, whichever is less, shall be exempt from the requirements of this article; however, the requirements of section 35-1902(3)(a)2.b., ~~35-1902(4)(a)2.b.,~~ relating to corner obstructions, and section ~~35-3103(3)(e)~~35-1906, "LANDSCAPING," shall be met with respect to the addition.

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48-2. Definitions.

. . .

~~*Conditional approval:* An affirmative action by the Commission and/or the Council indicating that approval is granted conditioned upon satisfaction of and compliance with certain specified stipulations.~~

. . .

Development master plan (DMP): A preliminary master plan for the development of a large or complicated land area, the platting of which is expected in progressive stages. A development master plan may be designed by the subdivider or by the Department ~~and shall be subject to Commission and Council approval~~.

. . .

~~*Preliminary approval:* Approval of the preliminary plat by the Commission and Council as evidenced in its meeting minutes and noted upon prints of the plat; constitutes authorization to proceed with final engineering plans and final plat preparation.~~

. . .

48-6. Development master plan.

. . .

48-6.2. PHASING.~~Approval.~~ ~~Upon acceptance of general design approach by the Department, the DMP may be submitted to the Commission and City Council for their consideration. If general approval is given, notice to that effect shall be recorded in the minutes of both bodies and a copy of said minutes transmitted to the subdivider.~~ If development is to take place in several phases, the DMP should be submitted as supporting data for each phase. The DMP shall be kept up-to-date by the subdivider and the Department as modifications take place.

. . .

48-7. Stage II: Preliminary plat.

The preliminary plat stage of land subdivision includes detailed subdivision planning, submittal, review and approval of the preliminary plat. To avoid delay in processing an application, the subdivider should carefully provide ~~the Commission with~~ all information essential to determine the character and general acceptability of the proposed development.

A. *Zoning.* The subdivision shall be designed to meet the specific requirements for the zoning district within which it is located. However, in the event that change of zoning is deemed necessary, the rezoning shall be initiated by the property owner or the owner's authorized

agent, heard and approved by the Zoning Commission and Council. The subdivision application and the zone change application may, at the discretion of the Department be processed concurrently but in any event, any change in zoning required ~~in relation to the preliminary plat~~ shall have been adopted by the City Council prior to preliminary plat approval ~~by the City Council~~.

B. *Sanitary sewerage and water supply.* As a prerequisite of preliminary plat review by the Department, the subdivider shall have informed the Public Works and Utilities Department of the development proposal and demonstrated compliance with the general requirements for sewage disposal and water supply as applicable to the proposed development. The subdivider should be aware that, in addition to sanitary sewers and water supply mains and facilities, the City's requirements may include provision for the transport and use of reclaimed water in areas of the City designated for use of reclaimed water.

48-7.1. Preliminary plat submission.

A. The developer shall submit ~~sufficient copies of~~ the preliminary plat as required by the Department with ~~transmittal sheets and required~~ supporting data prepared in accordance with requirements set forth in this chapter ~~shall be filed with the Department sufficiently in advance of the Commission at which the plat will be considered~~ to allow complete review by staff. ~~When the Department has completed its review and the preliminary plat is in compliance with all requirements of the code, the Department will place the preliminary plat on the Commission's agenda for consideration. Copies of the preliminary plat shall be reproduced in the form of blue line or black line prints on a white background. One (1) eight-inch by eleven-inch transparent film positive reproduction of the preliminary plat shall also be filed.~~

B. The plat shall be checked by the Department for completeness and assigned a case number; if incomplete as to those requirements set forth in this City Code, the plat shall be rejected and the subdivider notified.

C. Filing fee: A fee shall accompany each application for amendment or other matter provided under this chapter, in accordance with the current fee schedule as adopted by Council.

48-7.2. Preliminary plat review.

A. Upon receipt of the preliminary plat, the Department and the Subdivision Review Committee shall perform its review for compliance with public objectives, giving special attention to design principles and standards as set forth in this chapter, the general plan and any area or specific plans for that area; streets and thoroughfares as related to the transportation plan and to neighborhood circulation; utility methods and systems; existing and proposed zoning and land use of the tract and its environs; and land required for schools, parks and other public facilities.

B. The Department shall distribute copies of the plat to the following reviewing offices:

1. Director of the Public Works and Utilities Department, and the designated City Engineer for review of proposed street system; for review of street plans and compliance with City street standards; for tentative determination of street and drainage improvement and maintenance requirements; and for review of water supply and sewerage disposal proposals as well as reclaimed water distribution facilities, if required.

2. Community Services Director for recommendations regarding parks and recreation spaces.

3. Chief of Police and Chief of Fire Department for review of features of proposed development relating to their respective areas of operation.

4. Superintendent of the appropriate school district for information and comments.

5. Where the land abuts a State or County highway, the State or County Highway Department for recommendations regarding right-of-way and intersection design.

6. Interested utilities for recommendations.

7. Planning or Engineering Department of any abutting political entity.

8. Maricopa County Flood Control District.

9. Maricopa County Department of Environmental Quality.

C. The reviewing offices should transmit their recommendations and requirements to the Subdivision Review Committee in writing. The Department receives and summarizes the recommendations and requirements of the Subdivision Review Committee ~~members, and presents it to the Commission~~.

48-7.3. Preliminary plat approval.

A. If the Department ~~report indicates~~ FINDS that the requirements of this Code have been met, ~~the Commission shall consider~~ the preliminary plat WILL BE APPROVED BY THE DEVELOPMENT SERVICES DIRECTOR OR DESIGNEE ~~at a regular meeting within thirty (30) days of the date of completion of the report~~.

~~B. After considering the proposal the Commission shall make a recommendation including its reasons therefor to the City Council.~~

~~C. The City Council shall consider the preliminary plat and the Commission recommendations on the next available agenda after receipt of the recommendations from the Commission.~~

~~D. The City Council shall disapprove or conditionally approve the preliminary plat.~~

. . .

48-7.5. Information required for preliminary plat submittal.

A. The information hereinafter required as part of the preliminary plat submittal shall be shown graphically, by note on plans, or by letter, and may comprise several sheets showing various elements of required data. All mapped data for the same plat shall be drawn at the same standard engineering scale, said scale having not more than one hundred (100) feet to an inch. Whenever practical, scale shall be adjusted to produce an overall drawing measuring twenty-four (24) by thirty-six (36) inches.

~~B. The subdivider shall also file one (1) photo mechanical transfer print (PMT) of the preliminary plat. The PMT's shall be eight and one-half (8½) inches by eleven (11) inches in size and so arranged that each may be bound as a right-hand page in a book with a blank margin not less than one and one-half (1½) inches wide along the left, the margin being included in the eight and one-half (8½) inch dimension.~~

~~C. The subdivider shall file one (1) Mylar each of the subdivision at a true scale of one (1) inch to two hundred (200) feet. The Mylars shall contain lot layout, street configuration, and street names.~~

. . .

48-8. Stage III: Final plat.

. . .

48-8.5. Final plat review.

A. The Development Services Department, upon receipt of the final plat submittal, shall immediately record the receipt and date of filing and check it for completeness. If incomplete, the date of filing shall be voided and the submittal shall be returned to the subdivider. If complete, the Department shall review the plat for substantial conformity to the approved preliminary plat within twenty (20) business days and refer copies of the submittal to other relevant reviewing offices, which shall make known their recommendations to the Department.

B. The Department shall assemble the requirements and recommendations of the various reviewing offices, prepare a concise summary of recommendations, and submit said summary together with the reviewer's requirements and recommendations to the Director of Development Services or designee. In the event that the Department finds that the final plat does not conform essentially to the preliminary plat, ~~as approved by the Council,~~ then the final plat shall be rejected by the Department and shall not be approved. If the developer desires to substantially modify the preliminary plat, an application to amend the preliminary plat may be filed ~~to be considered by the Commission and the City Council in the same manner and with the same requirements as the original preliminary plat~~.

. . .

48-10. Subdivision design principles and standards.

Every subdivision shall conform to the goals and objectives adopted and contained in the Chandler General Plan. The subdivision shall also conform to the Chapter 35 Zoning and other applicable codes and ordinances of the City and the Arizona Revised Statutes, where applicable.

Where a tract of land to be subdivided contains all or any part of an area for a park, school, flood control facility or area shown on the general plan ~~or recommended by the Commission~~, such site shall be platted showing streets and lots with the area delineated by a bold line and the purpose of the site designated. An agreement shall be reached between the subdivider and the public agency relative to date, method and cost of such acquisition within one (1) year or such extensions of time as may be mutually agreed upon, from recording of the final plat. If such agreement cannot be reached between the subdivider and the public agency relative to date, method and cost of such acquisition in such time period, the Director of Development Services or designee shall make a determination relative to the compliance with the requirements of this section.

Land which is subject to periodic flooding, land which cannot be properly drained, or other land which~~, in the opinion of the Commission,~~ is unsuitable for subdivision use shall not be subdivided; except that the ~~Commission~~ DIRECTOR may approve subdivision of such land upon receipt of evidence from the City Engineer that the construction of specific improvements can be expected to render the land suitable; thereafter, construction upon such land shall be prohibited until the specified improvements have been planned and construction guaranteed.

State of Arizona
House of Representatives
Fifty-seventh Legislature
First Regular Session
2025

CHAPTER 31

HOUSE BILL 2447

AN ACT

AMENDING SECTION 9-500.49, ARIZONA REVISED STATUTES; RELATING TO MUNICIPAL ADMINISTRATIVE REVIEWS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

Be it enacted by the Legislature of the State of Arizona:

Section 1. Section 9-500.49, Arizona Revised Statutes, is amended to read:

9-500.49. Administrative review and approval; self-certification program; expedited approval; definitions

A. Notwithstanding any other law, the legislative body of a city or town ~~may~~ SHALL by ordinance do the following:

1. Authorize administrative personnel to review and approve site plans, development plans, land divisions, lot line adjustments, lot ties, preliminary plats, final plats and plat amendments without a public hearing.

2. Authorize administrative personnel to review and approve design review plans based on objective standards without a public hearing.

~~3. Adopt a self-certification program allowing registered architects and professional engineers to certify and be responsible for compliance with all applicable ordinances and construction standards for projects that the ordinance identifies as being qualified for self-certification.~~

~~4.~~ 3. Allow at-risk submittals for certain on-site preliminary grading and drainage work or infrastructure.

~~5.~~ 4. Allow applicants with a history of compliance with building codes and regulations to be eligible for expedited permit review.

B. NOTWITHSTANDING ANY OTHER LAW, THE LEGISLATIVE BODY OF A CITY OR TOWN MAY BY ORDINANCE ADOPT A SELF-CERTIFICATION PROGRAM ALLOWING REGISTERED ARCHITECTS AND PROFESSIONAL ENGINEERS TO CERTIFY AND BE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE ORDINANCES AND CONSTRUCTION STANDARDS FOR PROJECTS THAT THE ORDINANCE IDENTIFIES AS BEING QUALIFIED FOR SELF-CERTIFICATION.

~~B.~~ C. Applications for a license pursuant to this section are subject to chapter 7, article 4 of this title.

~~C.~~ D. For the purposes of this section: ~~,~~

1. "LICENSE" HAS THE SAME MEANING PRESCRIBED IN SECTION 9-831.

2. "Objective" means not influenced by personal interpretation, taste or feelings of a municipal employee and verifiable by reference to an adopted benchmark, standard or criterion available and knowable by the applicant or proponent.

Sec. 2. Effective date

This act is effective from and after December 31, 2025.

APPROVED BY THE GOVERNOR MARCH 31, 2025.

FILED IN THE OFFICE OF THE SECRETARY OF STATE MARCH 31, 2025.

CHANDLER arizona
Community of Innovation

City Council Memorandum Facilities and Fleet Memo No. N/A

Date: November 10, 2025
To: Mayor and Council
Thru: John M. Pombier, Acting City Manager
Ryan Peters, Deputy City Manager
From: Mike Hollingsworth, Facilities & Fleet Director
Subject: Purchase of Main Electrical Switchgear Equipment for Center for the Arts.

Proposed Motion:

Move City Council approve the purchase of switchgear equipment, from Siemens Industry Inc., utilizing the Sourcewell Contract No. 030421-SIE, in an amount not to exceed $523,595.12.

Background/Discussion:

The main electrical switchgear at the Center for the Arts has reached the end of its service life and requires replacement, as identified in the Facility Condition Assessment. Upgrading this equipment will enhance reliability, improve safety for occupants, and extend the overall lifespan of the building's electrical infrastructure.

This request is specifically for the purchase of long-lead materials to be installed by the Job Order Contract (JOC) contractor. Procurement will be conducted through Sourcewell, with which the City maintains a cooperative purchasing agreement. The Sourcewell contract remains valid through April 22, 2026.

This upgrade forms part of a larger project scheduled for FY 2026/27, undertaken in conjunction with the previously approved auditorium seating replacement. As with that project, the effort is a collaboration with the Chandler Unified School District, reflecting the shared use of the facility. Installation is planned from June 15 through October 15, 2026, with the facility reopening on October 16, 2026, to accommodate scheduled performances.

Project costs will be shared equally between the City and the School District, with

each contributing 50% in recognition of the venue's joint use and mutual benefit. Approval of this item will allow the project to move forward, ensuring the auditorium remains a safe, reliable, and fully functional community space.

Evaluation:

Sourcewell competitively solicited and awarded a contract to Siemens Industry Inc. for facility security, fire, and building automation systems. The city has an agreement with Sourcewell that permits the cooperative use of its contracts. The term of the Sourcewell contract is valid through April 22, 2026.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
441.3210.6210.0.6BF628	Public Facility Bonds	Existing City Bldg Renov/Repairs	$261,797.56	Y
417.3210.6210.0.6BF628	Capital Grants	Existing City Bldg Renov/Repairs	$261,797.56	Y

Attachments

Siemens Quote City of Chandler Performing Arts

SIEMENS

PROPOSAL
ES - City of Chandler

PREPARED BY
Siemens Industry, Inc. ("Siemens")

PREPARED FOR
CITY OF CHANDLER Sourcewell Account Number 42584

DELIVERED ON
July 03, 2025

SMART BUILDINGS

Transforming the Everyday



SIEMENS

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SIEMENS

Contact Information

Proposal #:	9701682
Date:	July 03, 2025

Sales Executive:	Nathan Davis
Branch Address:	58 South River Dr Tempe, AZ 85281
Telephone:	602-317-4856
Email Address:	nathan.w.davis@siemens.com

Customer Contact:	City of Chandler 42584
Customer:	CITY OF CHANDLER
Address:	1475 EAST PECOS
	CHANDLER AZ 85225
Services shall be provided at:	Chandler Center for the Arts
	250 North Arizona Avenue, Chandler, AZ 85225

Scope of Work

Scope of Work

The switchgear at this building is aging. It needs to have life extending retrofits performed on the gear. This will ensure up time as well as ensure life safety to the occupants of the building. The goal of this proposal is to ensure that lineups get proper life extending upgrades that will ensure that the building can continue to operate without any long-term interruptions.

The City management has decided that since the city has no muster place, they want to add an ATS to allow an emergency generator to power the building in the event of a catastrofic event. The ATS will also allow the city to host large events that are televised ensuring no power failures.

Retrofit

Siemens will provide a material only for installation by the JOC contractor. Siemens will provide factory startup when the upgrade has been completed. Siemens can perform the pre-startup before power is turned on and then return for setting of the breaker trip units when the arc flash study has been performed. Siemens can perform the arc flash study if needed but it is not included in this proposal.

The scope of the Siemens supplied equipment is below

The scope of the Siemens suppled equipment startup:

ELECTRICAL TESTING

Perform resistance measurements through bolted connection with a low-resistance ohmmeter.

Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with the circuit breaker closed, and across each pole.

DLRO test on all phases.

Insulation resistance.

Secondary Injection Test

The following can affect the pricing:

1. The gear will be de-energized for all pre-startup work.
2. The current lead time is 143 working days.

Material list

Line #:	Qty	Description
21000	**1**	**DSA--SB2 SWITCHBOARD - 2 SECTIONS**
		Estimated Lead Time until Ready for Shipment : 143 Working Days.
		SB2, Material group 3: VD5, Incoming Location: Bottom, Incoming Position: Right,

Service Entrance: No, System: 208Y/120 3Ø4W WYE AC, 65,000 A, Bus Bracing: 65,000 A, Bus Material: 65°C Aluminum Std, Bus Rating: Non-Tapered, Incoming Bus Amperage: 2,000 A, Enclosure Rating: 3R - Outdoor(w/gaskets), Flat Roof.

SECT.1-DISTRIBUTION

Section Type: Distribution Panel.

1 - Section Barrier

1 - Standard Frame

1 - 2,000 Aluminum Section Bus

1 - 2,000 Amp Top Thru Bus

1 - Outdoor Construction, Flat Roof, 4.125 Front Extension

1 - Extra Section Depth

1 - Aluminum Ground Bus

2 - 800 A/3P 3VA65-MMAE Branch

1 - Catalog #: 3VA65805HN320AA0

1 - 800 A 3VA65

1 - 800 A Sensors

1 - 800 A Trip Setting

1 - Model ETU350 Trip Unit LSI

1 - Short Time Trip

1 - Nameplate

1 - (3)4/0-500 KCMIL CU/AL

1 - 400 A/3P 3VA63-MJAE Branch

1 - Catalog #: 3VA63405HN310AA0

1 - 400 A 3VA63

1 - 400 A Sensors

1 - 400 A Trip Setting

1 - Model ETU350 Trip Unit LSI

1 - Short Time Trip

1 - Nameplate

1 - (2)2/0-250 KCMIL CU/AL

SECT.2-MAIN

Section Type: Main Service.

1 - Standard Frame

1 - Master Nameplate

1 - 2,000 Aluminum Section Bus

1 - 2,000 Amp Top Thru Bus

1 - 65°C Aluminum Std Neutral

1 - Outdoor Construction, Flat Roof, 4.125 Front Extension

1 - 500 Kcmil Al/Cu 2000A Mechanical Lugs

1 - Aluminum Ground Bus

1 - (1)#6-300MCM Ground Lug

1 - INCOMING LUGS: (7) 500 KCMIL AL/CU MECH

1 - Wire Marker Labels

1 - 2,000 Amp Interconnection Components

1 - 2,000 A/3 Main 3WA Breaker

1 - Breaker Catalog #: 3WA2120-3AE02-0AA0-Z

1 - Breaker MLFB addon: D80

1 - 2000 A/3P 3WA Breaker 2,000 A Rating Plug

1 - S Class - Frame Size 1

1 - Fixed Mounted UL489

1 - ETU600 LSI

1 - Auxiliary Switch - 2 NO and 2 NC

1 - Bell Alarm

1 - Ready-to-Close

1 - Bluetooth Disabled Z Option: D80

1 - Sec Disc Terminals - Tension Spring

1 - Shutters not included Z Option: R23

1 - Standard DAS (Dynamic Arc-Flash Sentry) Maintenance Mode, 3WA Std

1 - Nameplate

1 - Nameplate

1 - AUXILIARY COMPARTMENT

1 - Auxiliary Door Style Door Insert

22000 1 DSB--SB2 SWITCHBOARD - 2 SECTIONS

Estimated Lead Time until Ready for Shipment : 143 Working Days.

SB2, Material group 3: VD5, Incoming Location: Bottom, Incoming Position: Right, Service Entrance: No, System: 208Y/120 3Ø4W WYE AC, 65,000 A, Bus Bracing: 65,000 A, Bus Material: 65°C Aluminum Std, Bus Rating: Non-Tapered, Incoming Bus Amperage: 2,000 A, Enclosure Rating: 3R - Outdoor(w/gaskets), Flat Roof.

SECT.1-DISTRIBUTION

Section Type: Distribution Panel.

1 - Section Barrier

1 - Standard Frame

1 - 2,000 Aluminum Section Bus

1 - 2,000 Amp Top Thru Bus

1 - Outdoor Construction, Flat Roof, 4.125 Front Extension

1 - Extra Section Depth

1 - Aluminum Ground Bus

1 - 1,000 A/3P 3VA66-MMNAE Branch

1 - Catalog #: 3VA66105HN320AA0

1 - 1,000 A 3VA66

1 - 1,000 A Sensors

1 - 1,000 A Trip Setting

1 - Model ETU350 Trip Unit LSI

1 - Short Time Trip

1 - Nameplate

1 - (3)4/0-600 KCMIL CU/AL

3 - 400 A/3P 3VA63-MJAE Branch

1 - Catalog #: 3VA63405HN310AA0

1 - 400 A 3VA63

1 - 400 A Sensors

1 - 400 A Trip Setting

1 - Model ETU350 Trip Unit LSI

1 - Short Time Trip

1 - Nameplate

1 - (2)2/0-250 KCMIL CU/AL

SECT.2-MAIN

Section Type: Main Service.

1 - Standard Frame

1 - Master Nameplate

1 - 2,000 Aluminum Section Bus

1 - 2,000 Amp Top Thru Bus

1 - 65°C Aluminum Std Neutral

1 - Outdoor Construction, Flat Roof, 4.125 Front Extension

1 - 500 Kcmil Al/Cu 2000A Mechanical Lugs

1 - Aluminum Ground Bus

1 - (1)#6-300MCM Ground Lug

1 - INCOMING LUGS: (7) 500 KCMIL AL/CU MECH

1 - Wire Marker Labels

1 - 2,000 Amp Interconnection Components

1 - 2,000 A/3 Main 3WA Breaker

1 - Breaker Catalog #: 3WA2120-3AE02-0AA0-Z

1 - Breaker MLFB addon: D80

1 - 2000 A/3P 3WA Breaker 2,000 A Rating Plug

1 - S Class - Frame Size 1

1 - Fixed Mounted UL489

1 - ETU600 LSI

1 - Auxiliary Switch - 2 NO and 2 NC

1 - Bell Alarm

1 - Ready-to-Close

1 - Bluetooth Disabled Z Option: D80

1 - Sec Disc Terminals - Tension Spring

1 - Shutters not included Z Option: R23

1 - Standard DAS (Dynamic Arc-Flash Sentry) Maintenance Mode, 3WA Std

1 - Nameplate

1 - Nameplate

1 - AUXILIARY COMPARTMENT

1 - Auxiliary Door Style Door Insert

26000 **1** **APS SES--SB2 SWITCHBOARD - 3 SECTIONS**

Estimated Lead Time until Ready for Shipment : 143 Working Days.

SB2, Material group 3: VD5, Incoming Location: Bottom, Incoming Position: Left, Service Entrance: Yes, System: 480Y/277 3Ø4W WYE AC, 65,000 A, Bus Bracing:

65,000 A, Bus Material: 65°C Aluminum Std, Bus Rating: Non-Tapered, Incoming Bus Amperage: 3,000 A, Enclosure Rating: 3R - Outdoor(w/gaskets), Flat Roof.

SECT.1-AUXILIARY

Section Type: Incoming Bussed Pull.

1 - Standard Frame

1 - Section Barrier

1 - Master Nameplate

1 - 65°C Aluminum Std Neutral

1 - 3,000 Amp Top Thru Bus

1 - Outdoor Construction, Flat Roof, 11.125 Front Extension

1 - Aluminum Ground Bus

1 - 500 Kcmil Provision Only 3000-3200A Comp Lug Provisions

1 - INCOMING LUGS: N/A

SECT.2-MAIN

Section Type: Main Service.

1 - Heavy Duty Frame

1 - Section Barrier

1 - 3,000 Aluminum Section Bus

1 - 65°C Aluminum Std Neutral

1 - 3,000 Amp Top Thru Bus

1 - 3,000 Amp Bottom Thru Bus

1 - Outdoor Construction, Flat Roof, 11.125 Front Extension

1 - Aluminum Ground Bus

1 - 3,000 Amp Interconnection Components

1 - (1)#6-300MCM Ground Lug

1 - Special shipping skid for large sections

1 - Wire Marker Labels

1 - ARIZONA PUB SERV CO UTILITY METERING COMPARTMENT

1 - 3000A EUSERC Utility Meter Provision

1 - 3,000 A/3 Main 3WA Breaker

1 - Breaker Catalog #: 3WA2230-3AK02-0AA0-Z

1 - Breaker MLFB addon: D80

1 - 3000 A/3P 3WA Breaker 3,000 A Rating Plug

1 - S Class - Frame Size 2

1 - Fixed Mounted UL489

1 - ETU600 LSIG

1 - Auxiliary Switch - 2 NO and 2 NC

1 - Bell Alarm

1 - Ready-to-Close

1 - Bluetooth Disabled Z Option: D80

1 - Sec Disc Terminals - Tension Spring

1 - Shutters not included Z Option: R23

1 - Standard DAS (Dynamic Arc-Flash Sentry) Maintenance Mode, 3WA Std

1 - Nameplate

1 - Ground Fault Type: Standard Residual

1 - Nameplate

SECT.3-AUXILIARY

Section Type: Outgoing Bussed Pull.

1 - Standard Frame

1 - 3,000 Amp Bottom Thru Bus

1 - 65°C Aluminum Std Neutral

1 - Outdoor Construction, Flat Roof, 11.125 Front Extension

1 - Aluminum Ground Bus

1 - 500 Kcmil Al/Cu 3000-3200A Mechanical Tap Lugs

1 - Tap - Bottom Exit

1 - Top cable N3R Customer must seal cutouts

1 - 3,000 Amp Interconnection Components

1 - Special shipping skid for large sections

27000 1 GEN SWITCHBOARD--SB2 SWITCHBOARD - 2 SECTIONS

Estimated Lead Time until Ready for Shipment : 143 Working Days.

SB2, Material group 3: VD5, Incoming Location: Bottom, Incoming Position: Left, Service Entrance: No, System: 480Y/277 3Ø4W WYE AC, 65,000 A, Bus Bracing: 65,000 A, Bus Material: 65°C Aluminum Std, Bus Rating: Non-Tapered, Incoming Bus Amperage: 3,000 A, Enclosure Rating: 3R - Outdoor(w/gaskets), Flat Roof.

SECT.1-AUXILIARY

Section Type: Incoming Bussed Pull.

1 - Standard Frame

1 - Section Barrier

1 - Master Nameplate

1 - 3,000 Amp Top Thru Bus

1 - 65°C Aluminum Std Neutral

1 - Outdoor Construction, Flat Roof, 11.125 Front Extension

1 - Aluminum Ground Bus

1 - 500 Kcmil Al/Cu 3000-3200A Mechanical Lugs

1 - (1)#6-300MCM Ground Lug

1 - 3000A 3P 4W Quick Connects

1 - INCOMING LUGS: (10) 500 KCMIL AL/CU MECH

SECT.2-MAIN

Section Type: Main Service.

1 - Heavy Duty Frame

1 - 3,000 Aluminum Section Bus

1 - 3,000 Amp Top Thru Bus

1 - 65°C Aluminum Std Neutral

1 - Outdoor Construction, Flat Roof, 11.125 Front Extension

1 - Aluminum Ground Bus

1 - 3,000 Amp Interconnection Components

1 - Wire Marker Labels

1 - 3,000 A/3 Main 3WA Breaker

1 - Breaker Catalog #: 3WA2230-3AK02-0AA0-Z

1 - Breaker MLFB addon: D80

1 - 3000 A/3P 3WA Breaker 3,000 A Rating Plug

1 - S Class - Frame Size 2

1 - Fixed Mounted UL489

1 - ETU600 LSIG

1 - Auxiliary Switch - 2 NO and 2 NC

1 - Bell Alarm

1 - Ready-to-Close

1 - Bluetooth Disabled Z Option: D80

1 - Sec Disc Terminals - Tension Spring

1 - Shutters not included Z Option: R23

1 - Standard DAS (Dynamic Arc-Flash Sentry) Maintenance Mode, 3WA Std

1 - Nameplate

1 - Ground Fault Type: Standard Residual

1 - Nameplate

1 - (10)500KCMIL AL/CU MECH Load Lugs

28000 1 DISTRIBUTION--SB2 SWITCHBOARD - 2 SECTIONS

Estimated Lead Time until Ready for Shipment : 143 Working Days.

SB2, Material group 3: VD5, Incoming Location: Bottom, Incoming Position: Left, Service Entrance: No, System: 480Y/277 3Ø4W WYE AC, 65,000 A, Bus Bracing: 65,000 A, Bus Material: 65°C Aluminum Std, Bus Rating: Non-Tapered, Incoming Bus Amperage: 3,000 A, Enclosure Rating: 3R - Outdoor(w/gaskets), Flat Roof.

SECT.1-AUXILIARY

Section Type: Incoming Bussed Pull.

1 - Section Barrier

1 - Master Nameplate

1 - Standard Frame

1 - 3,000 Amp Top Thru Bus

1 - 65°C Aluminum Std Neutral

1 - Outdoor Construction, Flat Roof, 4.125 Front Extension

1 - Aluminum Ground Bus

1 - 500 Kcmil Al/Cu 3000-3200A Mechanical Lugs

1 - (1)#6-300MCM Ground Lug

1 - INCOMING LUGS: (10) 500 KCMIL AL/CU MECH

SECT.2-DISTRIBUTION

Section Type: CF Panel.

1 - Standard Frame

1 - 2,000 Aluminum Section Bus

1 - 3,000 Amp Top Thru Bus

1 - Outdoor Construction, Flat Roof, 4.125 Front Extension

1 - Aluminum Ground Bus

1 - 3,000 Amp Interconnection Components

1 - Wire Marker Labels

2 - 1,200 A/3P 3VA67-HNAE Branch

1 - Catalog #: 3VA67126HN310AA0

1 - 1,200 A Sensors

1 - 1,200 A Trip Setting

1 - Model ETU350 Trip Unit LSI

1 - Short Time Trip

1 - Nameplate

1 - 100VA Control Power Transformer (CPT)

1 - 3VA DAS (Dynamic Arc-Flash Sentry) Maintenance Mode

1 - 1,200 A 3VA67

1 - (4)1/0-500 KCMIL CU/AL

1 - AUXILIARY COMPARTMENT

2 - 800 A/3P 3VA65-HMAE Branch

1 - Catalog #: 3VA65806HN320AA0

1 - 800 A 3VA65

1 - 800 A Sensors

1 - 800 A Trip Setting

1 - Model ETU350 Trip Unit LSI

1 - Short Time Trip

1 - Nameplate

1 - (3)4/0-500 KCMIL CU/AL

2 - 60 A/3P 3VA41-HEAB Branch

1 - Catalog #: 3VA41606ED340AA0

1 - 60 A/3P 3VA41

1 - Model TM210 FTFM

1 - Nameplate

1 - (1)#8-3/0 KCMIL CU/AL

4 - 30 A/3P 3VA41-HEAB Branch

1 - Catalog #: 3VA41306ED340AA0

1 - 30 A/3P 3VA41

1 - Model TM210 FTFM

1 - Nameplate

1 - (1)#14-#8 KCMIL CU/AL

29000 1 ATS-01--RTS03-ATA30004AMF3R-RPTCS01

RTS-03 Cycle, Automatic, Transfer Switch, Open Transition - Single, RPTCS, 3,000 A, 4 Poles, 277/480 V, 3Ø 4W, 100,000 A WCR,

1 - SECTION-ATS
1 - Enclosed Switch
1 - NEMA 3R Enclosure
1 - Padlock Provisions
1 - Enclosure Paint (Exterior) - ANSI 61 Gray
1 - Source 1 Arrangement - Front Top
1 - Source 1 Per Phase Lug Type Standard Mechanical (8)#2-600MCM
1 - Source 1 Neutral Lug Type - Match Phases
1 - Source 1 Ground Lug Type - Standard Mechanical (8) #6-250MCM
1 - Load Arrangement - Front Top
1 - Load Per Phase Lug Type Load Lug Type Standard Mechanical (8)# 2-600MCM
1 - Load Neutral Lug Type - Match Phases
1 - Load Ground Lug Type - Standard Mechanical (8) #6-250MCM
1 - Source 2 Arrangement - Front Bottom
1 - Source 2 Per Phase Lug Type Source 2 Lug Type Standard Mechanical (8)#2-600MCM
1 - Source 2 Neutral Lug Type - Match Phases
1 - Source 2 Ground Lug Type - Standard Mechanical (8) #6-250MCM
1 - SELECTORS
1 - XF1 - Load Test Programmable Function
1 - LIGHTS
1 - LT1 - Source 1 Position Light (Internal)
1 - LT2 - Source 2 Position Light (Internal)
1 - LT3 - Source 1 Available Light (Internal)
1 - LT4 - Source 2 Available Light (Internal)
1 - LT20 - Transfer Inhibit Light (Internal)
1 - LT21 - System in Alarm Light (Internal)

perrjm00a_06162500_00_02_M00 2 7/2/2025
1 - TIMERS AND RELAY
1 - TDES - Time Delay Override Momentary Power Outage - Delay Engine Start (0:0-259:59 min:sec)
1 - TDEC - Time Delay Engine Cooldown (Internal 0-3600s)
1 - TDPS - Time Delay Retransfer to Preferred Source
1 - METER
1 - VM5 - Voltmeter Source 1 with 4 Position Selector Switch
1 - VM2 - Voltmeter Source 2 with 4 Position Selector Switch
1 - VM8 - Voltmeter Load with 4 Position Selector Switch
1 - AM2 - Ammeter 3 Phase Load Circuit with Selector Switch
1 - Serial Connection
1 - CONTACTS
2 - CS1A - Source 1 Available Form C Auxiliary Contact
2 - CS1P - Source 1 Position NC Auxiliary Contact
2 - CS2A - Source 2 Available Form C Auxiliary Contact
2 - CS2P - Source 2 Position NC Auxiliary Contact
1 - CES - Form C Contact to Initiate Engine Start
1 - MISCELLANEOUS
1 - EMO - External Manual Operator
1 - THS-STH - Thermostat and Space Heater Assembly

Inclusions and Exclusions

Inclusions

- Siemens will provide startup labor only no installation labor
- Siemens will provide the materials shown in the scope of work only as part of this proposal.
- Provide a final report
- Test data upon completion of work to be provided.
- Price includes Secondary Injection Testing.

Exclusions

- City permit
- It is the customers responsibility to remove any asbestos materials related to this project.
- Control wiring test
- Infrared Thermography of equipment
- Coordinate with utility to schedule any outages required and **pay fees**.

Clarifications

Clarifications

- Siemens does not accept all or any liquidated damages unless noted below. Additionally, if Siemens is working as a Subcontractor and not directly for the End User, Siemens does not accept any liquidated damages that may have been agreed upon with the Prime Contractor and End User.
- All equipment/engineering pricing subject to final site inspection.
- Pricing does not include wait time for equipment to be shut down. Any additional time will be billed at our normal hourly rate.
    - A mobilization cancellation fee will be charged at 3% of the total project value or actual billable time (whichever is higher) if shutdown is cancelled within 12 hours of planned start time.
- Unless specifically noted our pricing does not include any local, state or federal taxes.
- Customer will move equipment to and from staging area.
- Siemen's personnel are not permitted to perform switching on customer owned equipment.
- Price does not include rigging of equipment, tools or testing instruments to special locations. A clear path must be provided prior to the start of work.

CUSTOMER RESPONSABILITIES

- It is the responsibility of Customer and/or Contractor to provide Schedule for the project within 3 weeks of the order (or 3 weeks of first mobilization, whichever is sooner). Siemens will not mobilize to the site without schedule. Changes to the established schedule must be communicated to Siemens at least 2 weeks prior to the affected mobilization to the site. Changes affecting the mobilization done on a shorter timeframe will be subject to additional billing to account for reassignment of resources.
- Make all equipment available including removal from service, switching and operation of equipment (opening and closing of breakers, switches, etc.) and de-energizing as required to electrically isolate equipment and permit a continuous progression of work.
- Provide the services of a Project Coordinator or Plant Electrical Engineer to assist Siemens in developing an organized sequence of work and to advise of safety requirements and lockout procedures.
- Provide relay and/or breaker settings and manuals for any equipment being tested by Siemens.
- Coordinate with utility to schedule any outages required and pay all fees.
- Provide equipment necessary to offload and move Siemen's equipment within customer facility.
- Provide necessary means to transport equipment to be tested if required.
- Provide areas for setup, use and storage of test equipment.
- Siemens will provide a generator to provide necessary 120 VAC source of auxiliary power for operation of test equipment when normal power is removed.

Sell Price

Total Quote Firm Fixed Price (plus sales tax if applicable)	**$523,595.12***

"THIS PURCHASE IS MADE IN ACCORDANCE WITH THE GROUP COOPERATIVE SOURCEWELL CONTRACT #030421-SIE. ALL TERMS OF SUCH SOURCEWELL CONTRACT ARE INCORPORATED HEREIN, AND THE TERMS AND CONDITIONS WILL PREVAIL EXCLUSIVELY OVER THE TERMS OF THE PURCHASE ORDER AND/ OR CUSTOMER AGREEMENT. NO FEDERAL TERMS AND CONDITIONS, FEDERAL FUNDS, OR GRANTS ARE APPLICABLE TO THIS ORDER."

This price is firm for 30 days from the date of this proposal.

Siemens' pricing is subject to adjustment for any direct or indirect new or modified taxes, duties, tariffs, or equivalent measures imposed by any U.S. or foreign governmental authority that are applicable to our offering, including any hardware, software, or service components contained therein. Siemens shall be entitled to an equitable adjustment in pricing to reflect the impacts of any such measures. Please note that the aforementioned measures specifically include any price adjustments required as a result of increased costs incurred by Siemens due to tariffs imposed by any governmental authority (including, without limitation, increased costs due to tariffs imposed by any governmental authority on Siemens' vendors).

Payment Terms

Payment Terms Acceptance Agreement

The total price of: $523,595.12 and the estimated return on investment are based on the items outlined in this proposal. ANY STATEMENTS MADE HEREIN REGARDING SAVINGS THAT MAY BE ACHIEVED BY IMPLEMENTING THE SERVICES OFFERED IN THIS PROPOSAL ARE ESTIMATES ONLY. NO WARRANTY, EITHER EXPRESSED OR IMPLIED, SHALL BE CONSTRUED TO ARISE FROM SUCH STATEMENTS, NOR SHALL SUCH STATEMENTS BE CONSTRUED AS CONSTITUTING A GUARANTEE BY SIEMENS THAT SUCH SAVINGS WILL OCCUR IF THE SERVICES ARE IMPLEMENTED.

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Siemens RAM Projects Business Standard Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter. BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

Proposal is valid for thirty (30) days from the delivery date of July 03, 2025. Payment is due within 30 days of invoice date.

Payment Terms: 25% mobilization in advance, progress payments

Total: $523,595.12

SIEMENS

Terms & Conditions Link(s)

Terms and Conditions (Click to download)
Terms & Conditions (Restricted) (www.siemens.com/standard-terms-project-restricted)

Price Escalation. If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU/IHS Markit/CMAI/COMEX market index, then Siemens may increase the Contract Sum or apply a surcharge to Customer accordingly.

To the extent applicable, the following Addendum(s) are incorporated and made part of the Siemens Standard Terms and Conditions:

SIEMENS

Signature Page

Proposed by:

Siemens Industry, Inc.

Company

Nathan Davis

Name

9701682

Proposal #

$523,595.12

Proposal Amount

July 03, 2025

Date

Accepted by:

CITY OF CHANDLER

Company

Name (Printed)

Signature

Title

Date

Purchase Order # ☐ PO for billing/pmnt only ☐ PO not required

CHANDLER arizona
Community of Innovation

City Council Memorandum Fire Memo No. N/A

Date:	November 10, 2025
To:	Mayor and Council
Thru:	John M. Pombier, Acting City Manager Tadd Wille, Assistant City Manager Thomas Dwiggins, Fire Chief
From:	Haley Bartosik, Senior Management Analyst
Subject:	Purchase of Automotive Parts and Service

Proposed Motion:

Move City Council approve the purchase of automotive parts and service, from Freightliner of Arizona, dba Velocity Truck Centers, utilizing the Maricopa County Contract No. 250106-C, in an amount not to exceed $150,000.

Background/Discussion:

The Chandler Fire Department utilizes Freightliner of Arizona, dba Velocity Truck Centers, as a key vendor supporting the Department's apparatus maintenance and repair needs. Velocity Truck Centers is the only authorized Arizona dealer for Rosenbauer fire apparatus parts, service, and warranty work. In addition to Rosenbauer-specific components, Velocity provides a broad range of diesel and heavy-truck parts, including engine, suspension, and body components, as well as repair and paint services when needed.

The Department utilizes Velocity due to their extensive inventory of commercial-duty truck parts, with many items stocked locally with rapid access to additional inventory through their nationwide network. Their nearby Chandler and Tolleson locations enable efficient turnaround for repairs while minimizing shipping time and costs. Velocity’s local availability, specialized expertise, and rapid service capabilities allow for repairs to be completed in a timely manner, ensuring emergency vehicles return to service and remain ready to respond to the community’s needs.

Evaluation:

Maricopa County, a member of the Strategic Alliance for Volume Expenditures (S.A.V.E.), competitively solicited and awarded a contract for heavy duty fleet parts, service, and accessories to Freightliner of Arizona, dba Velocity Truck Centers. The city is a member of S.A.V.E. and is eligible to utilize S.A.V.E. contracts cooperatively. The Maricopa County contract is valid through September 30, 2026.

Financial Implications:

The financial implication to the Department will not exceed $150,000. Funds are allocated in the FY 2025-26 Fire Operating Budget, Line Item 101.2260.5315.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2260.5315.0.0.0	General	N/A	$150,000	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Information Technology Memo No. N/A

Date:	November 10, 2025
To:	Mayor and Council
Thru:	John M. Pombier, Acting City Manager Dawn Lang, Deputy City Manager | CFO Sandip Dholakia, Chief Information Officer
From:	Lisa Lapp, Chief Applications Officer
Subject:	Fleet Management System Annual Support and Maintenance

Proposed Motion:

Move City Council approve Agreement No. IT9-208-4034, Amendment No. 6, with CCG Systems, Inc., dba FASTER Asset Solutions, for the fleet management system, in an amount not to exceed $128,029, for a period of one year, beginning September 30, 2025, through September 29, 2026.

Background/Discussion:

In FY 2019-20, City Council approved an agreement with CCG Systems, Inc., dba FASTER Asset Solutions, for a comprehensive fleet management system.
The fleet management system digitally transformed business operations for managing the city's fleet and equipment assets. The FASTER fleet management system meets the City Manager's Office, Fleet Services Division needs for management activities including preventative maintenance, operations, fuel, analytics, diagnostics, inventory, and asset management to streamline operational workflows and improve overall efficiency and management of the city-wide fleet, inventory, equipment, and fuel costs. Analytical tools, such as the 15-point replacement criteria, are helpful when determining assets in need of replacement.

Evaluation:

On September 12, 2019, City Council approved an agreement with CCG Systems, Inc., dba FASTER Asset Solutions, for the fleet management system, for a one-year period, with the option of up to four one-year extensions. The four available extension options have been exercised and the city and Contractor have agreed in principle to a one-year extension option with the same terms and conditions.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1200.5419.0.0.0	General Fund	N/A	$128,029	N

Attachments

Amendment

Docusign Envelope ID: 7F247ED1-BE71-4696-A062-EB78C2EC5C69

City Clerk Document No. _____

City Council Meeting Date: November 13, 2025

AMENDMENT TO CITY OF CHANDLER AGREEMENT
FLEET MANAGEMENT SYSTEM
CITY OF CHANDLER AGREEMENT NO. IT9-208-4034

THIS AMENDMENT NO. 6 (Amendment No. 6) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and CCG Systems, Inc. DBA FASTER Asset Solutions (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2025 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for the fleet management system (Agreement); and

WHEREAS, the term of the Agreement was September 30, 2019 through September 29, 2020, with the option of up to four one-year extensions; and

WHEREAS, the Parties exercised the four one-year extensions through Amendments, and agreed to extend the Agreement through September 29, 2025; and

WHEREAS, the Parties wish to extend the Agreement for one additional 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. The city will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, which is attached to and incorporated into and made a part of this Amendment No. 6. Total payments made to the Contractor during the term of this Amendment No. 6 will not exceed $128,029.

3. The Agreement is extended for a one-year period September 30, 2025, through September 29, 2026.

Docusign Envelope ID: 7F247ED1-BE71-4696-A062-EB78C2EC5C69

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. 6 and the Agreement, the terms and conditions in this Amendment No. 6 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: Dan Levy
Its: Mayor	Its: President

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: 7F247ED1-BE71-4696-A062-EB78C2EC5C69

REVISED EXHIBIT B
COMPENSATION AND FEES

Annual Support and Maintenance Fees

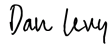
Description	Fee
FASTER Web upgrades and support, current customer hosting and SaaS	$101,545.84
MotorPool module support	$14,448.64
Keyper Systems extended warranty	$2,770.00
Subtotal	**$118,764.48**
Tax	$9,263.63
Total	**$128,028.11**

Certificate Of Completion

Envelope Id: 7F247ED1-BE71-4696-A062-EB78C2EC5C69
Status: Sent
Subject: Complete with Docusign: 4034 Amendment 6.pdf
EDMS Application: CC-AGRMTS
Source Envelope:
Document Pages: 3
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 0
Christina Pryor
AutoNav: Enabled
PO Box 4008
EnvelopeId Stamping: Enabled
Chandler, 85244
Time Zone: (UTC-07:00) Arizona
Christina.Pryor@chandleraz.gov
IP Address: 198.241.2.1

Record Tracking

Status: Original
10/16/2025 | 08:21 AM
Holder: Christina Pryor
Christina.Pryor@chandleraz.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Chandler
Location: Docusign

Signer Events	Signature	Timestamp
Dan Levy dan.levy@fasterasset.com President Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 69.180.244.98	Sent: 10/16/2025 | 08:26 AM Viewed: 10/16/2025 | 09:19 AM Signed: 10/16/2025 | 09:20 AM
Electronic Record and Signature Disclosure: Accepted: 10/16/2025 | 09:19 AM ID: d855d328-3b64-416d-a315-11f2c5546ed3		
Records Division Signing Group: Records Division Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Daniel Brown Daniel.Brown@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 7/1/2021 | 08:17 AM ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a		
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: 10/16/2025 | 09:20 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
Sherri Revis sherri.revis@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/16/2025 | 08:26 AM

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.

CHANDLER arizona
Community of Innovation

City Council Memorandum Information Technology Memo No. N/A

Date:	November 10, 2025
To:	Mayor and Council
Thru:	John M. Pombier, Acting City Manager Dawn Lang, Deputy City Manager | CFO Sandip Dholakia, Chief Information Officer
From:	Molly Mahai, IT Chief Infrastructure Officer
Subject:	Purchase of Microsoft Server Licensing

Proposed Motion:

Move City Council approve the purchase of Microsoft server licensing, from CDW-G, utilizing the Sourcewell Contract No. 121923, in an amount not to exceed $167,201.

Background/Discussion:

Microsoft Server licensing is essential for managing, securing, and optimizing our virtualized infrastructure. Proper licensing enables the city to fully leverage virtualization benefits like scalability, workload isolation, and resource optimization. It also ensures access to enterprise-grade features such as Active Directory (a central system used to manage users, computers, and permissions on our network), Hyper-V (a tool that enables multiple "server environments" within a single physical server), failover clustering, and enhanced security and patch management.

The city recently replaced and expanded its virtualized server environment. The expansion nearly doubled the server capacity, increasing the number of processing cores needed to an additional 432 cores now require Microsoft Server licensing. The total cost for these licenses, including Software Assurance, is $167,201. This licensing will remain valid through the end of the current Microsoft Enterprise Agreement in April 2027.

Evaluation:

Sourcewell competitively solicited and awarded a contract for technology products and services. The city has a current agreement with Sourcewell allowing for the cooperative use of its contracts. Staff recommends the cooperative use of this contract because it offers discounted pricing.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1280.5419.0.0.0	General Fund	N/A	$167,201	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Information Technology Memo No. N/A

Date:	November 10, 2025
To:	Mayor and Council
Thru:	John M. Pombier, Acting City Manager Dawn Lang, Deputy City Manager | CFO Sandip Dholakia, Chief Information Officer
From:	Molly Mahai, IT Chief Infrastructure Officer
Subject:	Purchase of Microsoft Unified Support

Proposed Motion:

Move City Council approve the sole source purchase of Microsoft Unified Support, from Microsoft, in an amount not to exceed $164,510, for the period of one year, beginning February 1, 2026, through January 31, 2027.

Background/Discussion:

The Information Technology Department will use Microsoft Unified Support to provide comprehensive, end-to-end technical assistance across all Microsoft products and cloud services. It delivers faster issue resolution through 24/7access to Microsoft engineers, proactive guidance to optimize performance and security, and strategic advisory services to support digital transformation. With built-in engineering hours, the city can leverage expert-led workshops, assessments, and deployment planning to drive efficiency and innovation.
This agreement will provide a dedicated Customer Service Account Manager and direct access to Microsoft engineers for troubleshooting, configuration, and optmization across all Microsoft platforms.

Evaluation:

Microsoft Unified Support is only available through Microsoft. Staff recommends the sole source purchase of Microsoft Unified Support from Microsoft.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.1287.5219.0.6IT093.0	General Government Capital Projects	Microsoft Office 365	$164,510	Y

CHANDLER arizona
Community of Innovation

City Council Memorandum Information Technology Memo No. N/A

Date:	November 10, 2025
To:	Mayor and Council
Thru:	John M. Pombier, Acting City Manager Dawn Lang, Deputy City Manager | CFO Sandip Dholakia, Chief Information Officer
From:	Molly Mahai, IT Chief Infrastructure Officer
Subject:	Purchase of Cisco Smartnet Support and Maintenance

Proposed Motion:

Move City Council approve the purchase of Cisco Smartnet support and maintenance, from Sentinel Technologies, Inc., utilizing the 1GPA Contract No. 22-02PV-18, in the amount of $309,654.

Background/Discussion:

The city utilizes Cisco infrastructure to support various networking needs throughout every municipal department. In order to keep this infrastructure supported, the Information Technology Department recommends the purchase of Cisco Smart Net Total Care (SmartNet) maintenance and support. It provides proactive technical support and hardware replacement services for Cisco devices to help city IT maintain network reliability and minimize downtime. The service offers 24/7 access to Cisco's Technical Assistance Center (TAC), real-time diagnostics, and access to the latest software updates. With integrated smart capabilities, SmartNet enables city IT to proactively monitor device health, manage lifecycle data, and ensure that critical infrastructure remains secure, supported, and optimized for performance. This purchase will ensure critical infrastructure remains under support for both physical hardware issues as well as software and security updates, as needed, during its lifecycle.

Evaluation:

The Paradise Valley School District, on behalf of 1GPA, competitively solicited and awarded a contract for technology and audio visual solutions. The city has a current agreement with 1GPA allowing for the cooperative use of its contracts.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
403.1290.5419.0.0.0	Technology Replacement Fund	N/A	$309,654	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Information Technology Memo No. N/A

Date:	November 10, 2025
To:	Mayor and Council
Thru:	John M. Pombier, Acting City Manager Dawn Lang, Deputy City Manager | CFO Sandip Dholakia, Chief Information Officer
From:	Molly Mahai, IT Chief Infrastructure Officer
Subject:	Purchase of Palo Alto Firewall Subscriptions and Support

Proposed Motion:

Move City Council approve the purchase of Palo Alto firewall subscriptions and support, from Sentinel Technologies, Inc., utilizing the 1GPA Contract No. 22-02PV-18, in the amount of $204,528.

Background/Discussion:

A network firewall is a security utility used to ensure information coming in and going out of the city's network is safe from hackers, viruses, or unauthorized access, while allowing authorized access and information to pass through. It helps protect the city's information, keeps all devices inside the city's network secure, and is a foundational component of the city's security infrastructure. The City of Chandler uses Palo Alto Network next-generation (PAN) firewalls for the purpose and to provide other security services such as network security, application visibility, application control, cybersecurity threat prevention, and device consolidation.

Cybersecurity threat actors (hackers) are constantly evolving techniques, making cyberattacks more complex and difficult to detect. To safeguard the city's sensitive information and ensure uninterrupted operations, it is critical to follow industry best practice, which is to leverage multiple, advanced security solutions. The city relies on Palo Alto Network's next-generation firewalls and complementary features to protect against threats, block harmful websites, and detect real-time cyberattacks, creating a robust defense against ever-changing cybersecurity risks.

Evaluation:

Paradise Valley School District, on behalf of 1GPA, competitively solicited and awarded a contract for technology and audio/visual solutions to Sentinel Technologies, Inc. The city has a current agreement with 1GPA allowing for the cooperative use of its contracts.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
403.1290.5419.0.0.0	Technology Replacement Fund	N/A	$208,528.00	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. N/A

Date:	November 10, 2025
To:	Mayor and Council
Thru:	John M. Pombier, Acting City Manager Dawn Lang, Deputy City Manager | CFO Kristi Smith, Management Services Director
From:	Christina Pryor, Procurement & Supply Senior Manager
Subject:	Agreement for Traffic Signs and Related Items

Proposed Motion:

Move City Council approve Agreement No. WH4-801-4646, Amendment No. 2, for traffic signs and related items, with Interwest Safety Supply, LLC, in an amount not to exceed $150,000, for the period of November 1, 2025, through October 31, 2026.

Background/Discussion:

The Public Works and Utilities Department, Traffic Division's preventive maintenance program replaces approximately 1,000 traffic signs and posts annually due to damage, age, and new design requirements. The equipment will be stocked at and distributed from the city's Management Services Department, Central Supply Division, in addition to purchases made directly by the Public Works and Utilities Department. This contract is used primarily by the Public Works and Utilities Department, with additional provisions for other city department use. Items are purchased throughout the year only as needed and stock levels are maintained at the minimum levels necessary to support city operations.

Evaluation:

On October 19, 2023, City Council approved an agreement with Interwest Safety Supply, LLC, for traffic signs and related items, for a one-year period, with the option of up to four (4) additional one-year extensions. The contractor agreed to extend the agreement for one year under the same terms and conditions and with a price increase on some of the line items, citing higher costs due to tariffs on steel and aluminum. Staff reviewed the requested price increase and found it to be fair and reasonable based on the current market and services provided. Staff recommends extension of the agreement for the term of November 1, 2025, through October 31, 2026. This is the second extension of the original agreement.

Financial Implications:

Funds for the requested supplies will come from the Central Supply Inventory account (101.0000.1516). Individual cost centers will be charged for the supplies as they are issued from Central Supply.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.0000.1516.0.0.0	General Fund	N/A	$150,000	N

Attachments

Amendment 2

Docusign Envelope ID: B21B6789-7639-4341-B586-8A6D3A0A66F5

City Clerk Document No._____

City Council Meeting Date: _____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
TRAFFIC SIGNS & RELATED ITEMS
CITY OF CHANDLER AGREEMENT NO. WH4-801-4646

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Interwest Safety Supply, Inc., a Utah Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2025 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for Traffic Signs & Related Items (Agreement); and

WHEREAS, the term of the Agreement is November 1, 2025, through October 31, 2026; and

WHEREAS, this is the second renewal option of this Agreement.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section III: Term is amended to read as follows: The Agreement is extended for a one-year period November 1, 2025, through October 31, 2026.

3. Section IV: Price is amended to read as follows: The City will pay the Contractor an amount not to exceed $150,000, for the one-year term of the contract, as set forth in Revised Exhibit B attached.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 2 and the Agreement, the terms and conditions in this Amendment No. 2 prevail and control.

Docusign Envelope ID: B21B6789-7639-4341-B586-8A6D3A0A66F5

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

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Dellnne Morales

Its: Account Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: B21B6789-7639-4341-B586-8A6D3A0A66F5

REVISED EXHIBIT B TO AGREEMENT
PRICING

Item #	COC Stock #	Description	Unit Price
1	9701.059.0000	SIGN FINISHED, ARROW DOUBLE 24" X 48", HIGH INTENSITY GRADE SHEETING	$67.04
2	9701.408.3000	SIGN, FINISHED, KEEP RIGHT SYMBOL, 18" X 30", # R4-7, HIGH INTENSITY GRADE SHEETING	$33.17
3	9701.408.3400	SIGN, FINISHED, KEEP RIGHT SYMB, 24" X 30", HIGH INTENSITY SHEETING,	$39.62
4	9701.548.3010	SIGN, OBJECT MARKER, 12 X 12, YELLOW HIGH INTENSITY GRADE SHEETING, #OM1-3	$9.40
5	9701.698.3600	SIGN, FINISHED, RIGHT TURN ONLY, SYMBOL 30" X 36", HIGH INTENSITY GRADE SHEETING #R3-5R, B/W	$55.98
6	9701.742.2402	SIGN, SPEED LIMIT 45, COMPLETED, 30" X 36", HIGH ITENSITY GRADE SHEETING	$58.85
7	9701.757.4530	SIGN, STOP, 30 X 30, RI-1-30FIN, HIGH ITENSITY GRADE SHEETING	$47.24
8	9707.080.4101	ARM, EXTRA LONG, 23-1/8" FOR 2-3/8" O.D. CAPS, CANTILEVER ARM BRACKET,	$42.50
9	9701.742.2401	SIGN, SPEED LIMIT 25, COMPLETED, 24" X 30”, HIGH INTENSITY GRADE SHEETING	$40.25
10	9701.757.4705	SIGN, YELLOW, HIGH INTENSITY GRADE REFLECTIVE SHEETING W/BLACK BORDER, 36" X 36"	$68.74
11	9707.058.1500	WHITE BLANK, SQUARE, FLAT, 36 X 36 (HOLES ARE PUNCHED IN CENTER TOP-BOTTOM	$70.32
12	9701.547.2000	SIGN, NO PARKING, SYMBOL, 24 X 24, R8-3, HIGH INTENSITY GRADE SHEETING	$30.72
13	9707.057.7500	WHITE BLANK, RECTANGLE, FLAT, 36W X 30H	$68.05
14	9701.547.1800	SIGN, FINISHED, NO PARKING SYMB, 18 X 18, HIGH INTENSITY GRADE SHEETING	$18.00
15	9707.058.1000	WHITE BLANK, SQUARE, FLAT, 30 X 30	$47.65
16	9707.058.0500	WHITE BLANK, SQUARE, FLAT, 24 X 24	$29.58
17	9706.108.2200	CONE, TRAFFIC, FLOURSCENT ORANGE, 28" HIGH- W/3MREFLECTIVE COLLAR	$21.50
18	9706.108.1800	CONE, TRAFFIC, FLUORESCENT ORANGE, 18", W/REFLECTIVE 3M COLLAR	$12.15
19	9701.542.2003	SIGN, NO U-TURN, COMPLETED, 24" X 24" HIGH INTENSITY GRADE SHEETING	$32.50
20	9701.120.1280	SIGN, DEAD END "OBJECT MARKER" , RED HIGH INTENSITY GRADE SHEETING, #OM4-3-HI-080-18X18	$19.95
21	9701.548.3000	SIGN, OBJECT MARKER, 18 X 18, YELLOW HIGH INTENSITY GRADE SHEETING, #OM1-3,	$17.50

Docusign Envelope ID: B21B6789-7639-4341-B586-8A6D3A0A66F5

22	9701.723.3610	SIGN, SCHOOL, ADVANCE, 36" X 36", #S1-1, FLUORESCENT YELLOW-GREEN, DIAMOND GRADE REFLECTIVE SHETING, #3M 4083/.080	$85.85
23	9701.059.0003	SIGN FINISHED, ARROW DIAGONAL, PLAQUE, YELLOW GREEN #W16-7PL 30" X 18", DIAMOND GRADE SHEETING	$33.33
24	9707.798.2000	TUBING, POST, SIGN, 2" X 2" SQUARE, 11FT. LONG, 12 GAUGE/.105 INCH GALVANIZED STEEL,	$51.65
25	9707.798.2001	ANCHOR, 2-1/4" X 2-1/4" SQUARE, 2 FT LONG, 12 GAUGE/.105 INCH GALVANIZED STEEL USED WITH 11 FT. LONG SIGNPOST TUBING	$17.51
26	9707.798.2002	SLEEVE, 2-1/2" X 2-1/2" SQUARE, 12" LONG,12 GAUGE GALVANIZED STEEL, USED WITH 11 FT. SIGNPOST TUBING	$10.80
27	9707.798.1000	PERFORATED TUBING, 1 3/4" X 10', 12 GAUGE,	$44.62
28	9707.057.5000	WHITE, RECTANGLE, FLAT, 18W X 24H	$24.10
29	9707.057.4000	WHITE, RECTANGLE, FLAT, 36W X 12H	$27.38
30	9706.048.0500	BARRICADE, TYPE I W/ENGINEER HIGH INTENSITY PRISMATIC (HIP), DOUBLE SIDED, STEEL LEGS, W/O LIGHTS	$57.52
31	9707.057.3500	WHITE, RECTANGLE, FLAT, 18H X 12L, .080 GUAGE ALUMINUM	$12.25
32	9701.057.0338	SIGN, FINISHED, ALL-WAY, 18" X 6", (HIGH INTENSITY GRADE SHEETING	$11.10
33	9707.057.3199	BLANK, COVERED SNS, 1.25 GAUGE, 42" X 8”, WHITE	$31.85
34	9707.057.1990	DEAD END, 1.25 GAUGE, 24" X 8”, YELLOW	$29.40
35	9707.057.2500	BLANK, COVERED SNS, 1.25 GAUGE, 48" X 8", WHITE	$36.25
36	9707.080.4110	CAP, SQAURE POST, 2", # UNIV:120UNF200	$12.19
37	9707.100.4001	CROSS PIECE #120CPF090	$12.19
38	9707.057.2999	BLANK, COVERED SNS, HI-125 GAUGE, 36" X 8", WHITE	$27.85
39	9707.057.6000	BLANK, RECTANGLE, FLAT, 24W X 30H	$39.60
40	9701.725.3603	SIGN, RAILROAD, COMPLETED, W10-1-HI-080 36 X 36" DIAMETER, HIGH INTENSITY GRADE SHEETING	$72.15
41	9707.057.3505	WHITE, RECTANGLE, FLAT, 12W X 24H	$16.05
42	9707.057.2499	BLANK, COVERED SNS, 1.25 GAUGE, 30" X 8", WHITE	$23.77
43	9701.120.1230	SIGN, DEAD END, 30 X 30, W14-1-30" X 30", HIGH INTENSITY GRADE SHEETING	$49.25
44	9701.575.2403	SIGN, SPEED LIMIT 35, COMPLETED, 24" X 30", HIGH INTENSITY GRADE SHEETING	$58.85
45	9701.757.4700	SIGN, YELLOW, HIGH INTENSITY GRADE REFLECTIVE SHEETING W/BLACK BORDER, 30" X 30	$47.65
46	9701.549.2630	SIGN, ONE WAY, RIGHT, 36" X 12" HIGH ITENSITY GRADE SHEETING	$25.89
47	9701.059.0050	SIGN, FINISHED, BIKE LANE, 30" X 24" HIGH ITENSITY GRADE SHEETING	$41.15
48	9707.061.4000	BRACKET, STAINLESS-STEEL, STRAIGHT LEG, BAND-IT, 100/BX	$2.65
49	9701.549.2620	SIGN, ONE WAY, LEFT, 36" X 12", HIGH INTENSITY GRADE SHEETING	$29.50
50	9701.757.4800	SIGN, 20 M.P.H., YELLOW, HIGH INTENSITY SHEETING, W/BLACK BORDER, 18" X 18", #W13-1	$18.75
51	9701.757.4500	SIGN, STOP AHEAD, SYMB, 30 X 30, W3-1A, HIGH INTENSITY GRADE SHEETING	$53.10
52	9707.061.4020	CROSS PIECE, 12" ADJUSTABLE, PART # Z12ADJCPF	$25.75
53	9707.058.1505	HUMPS, SPEED SIGN, 30" X 30", HIGH INTENSITY GRADE SHEETING	$48.05

Docusign Envelope ID: B21B6789-7639-4341-B586-8A6D3A0A66F5

54	9704.205.2600	SIGN, LANE ENDS MERGE LEFT SYMBOL, 36 X 36	$70.30
55	9704.205.2005	SIGN, LANE ENDS MERGE RIGHT SYMBOL, 36 X 36	$70.30
56	9704.205.1600	SIGN, BEGIN, 6 X 12	$9.15
57	9704.205.1601	SIGN, END, 6 X 12	$9.45
58	9701.757.4525	SIGN, STOP, 36" X 36" R1-1-36, HIGH INTENSITY SHEETING	$68.00
59	9701.059.0006	SIGN, FINISHED, ARROW, SINGLE, 24" X 48", HIGH INTENSITY GRADE SHEETING	$63.89
60	9704.205.2300	SIGN, DO NOT ENTER, 30 X 30, R5-1	$50.50
61	9704.205.1000	SIGN, DO NOT ENTER, 36 X 36	$70.30
62	9701.725.3602	SIGN, NO U-TURN, COMPLETED, 18" X 18", HIGH INTENSITY GRADE SHEETING	$23.10
63	9704.205.3800	SIGN, NO LEFT TURN 24 X 24, R3-2	$32.60
64	9704.205.7510	SIGN, NO RIGHT TURN 24 X 24, R3-1	$32.60
65	9704.733.3330	SHEET, EC FILM, BROWN, 36" X 50 YARDS, 3M #1179C	$580.00
66	9704.505.7000	SIGN, TRANSFER TAPE, CLEAR, 36" X 100YD, 3M # TPM5ECF	$396.25
67	9701.742.2406	SIGN, SPEED LIMIT 30, COMPLETED, 30" X 36", HIGH INTENSITY GRADE SHEETING	$58.85
68	9701.742.2407	SIGN, SPEED LIMIT 40, COMPLETED, 30" X 36", HIGH INTENSITY GRADE SHEETING	$58.85
69	9701.742.2400	SIGN, SPEED LIMIT WITH-OUT NUMBERS R2-1, HIGH INTENSITY GRADE SHEETING	$41.15
70	9704.206.0000	SIGN, THRU TRAFFIC MERGE RIGHT, 36" X 36", HIGH INTENSITY GRADE SHEETING	$70.30
71	9704.206.2000	SIGN, THRU TRAFFIC MERGE LEFT, 36" X 36", HIGH INTENSITY GRADE SHEETING	$70.30
72	9705.480.3350	SIGN, PEDESTRIAN, 30 X 30, W11-2, FLUORESCENT YELLOW GREEN	$61.15
73	9705.480.3360	SIGN, PEDESTRIAN, 36 X 36, W11-2, FLUORESCENT YELLOW GREEN	$85.65

ITEM 20

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 26-030

Date: November 10, 2025
To: Mayor and Council
Thru: John M. Pombier, Acting City Manager
Dawn Lang, Deputy City Manager/CFO
Kristi Smith, Management Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: New License Series 6, Bar Liquor License Application for Jeffrey Craig Miller, Agent, The Trophy Bar Ocotillo, LLC, DBA Trophy Sports+Cars+Spirits

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 357450, a Series 6, Bar Liquor License, for Jeffrey Craig Miller, Agent, The Trophy Bar Ocotillo, LLC, DBA Trophy Sports+Cars+Spirits, located at 2551 W. Queen Creek Road, Suite 4, and approval of the City of Chandler, Series 6, Bar Liquor License No. 304919.

Discussion:

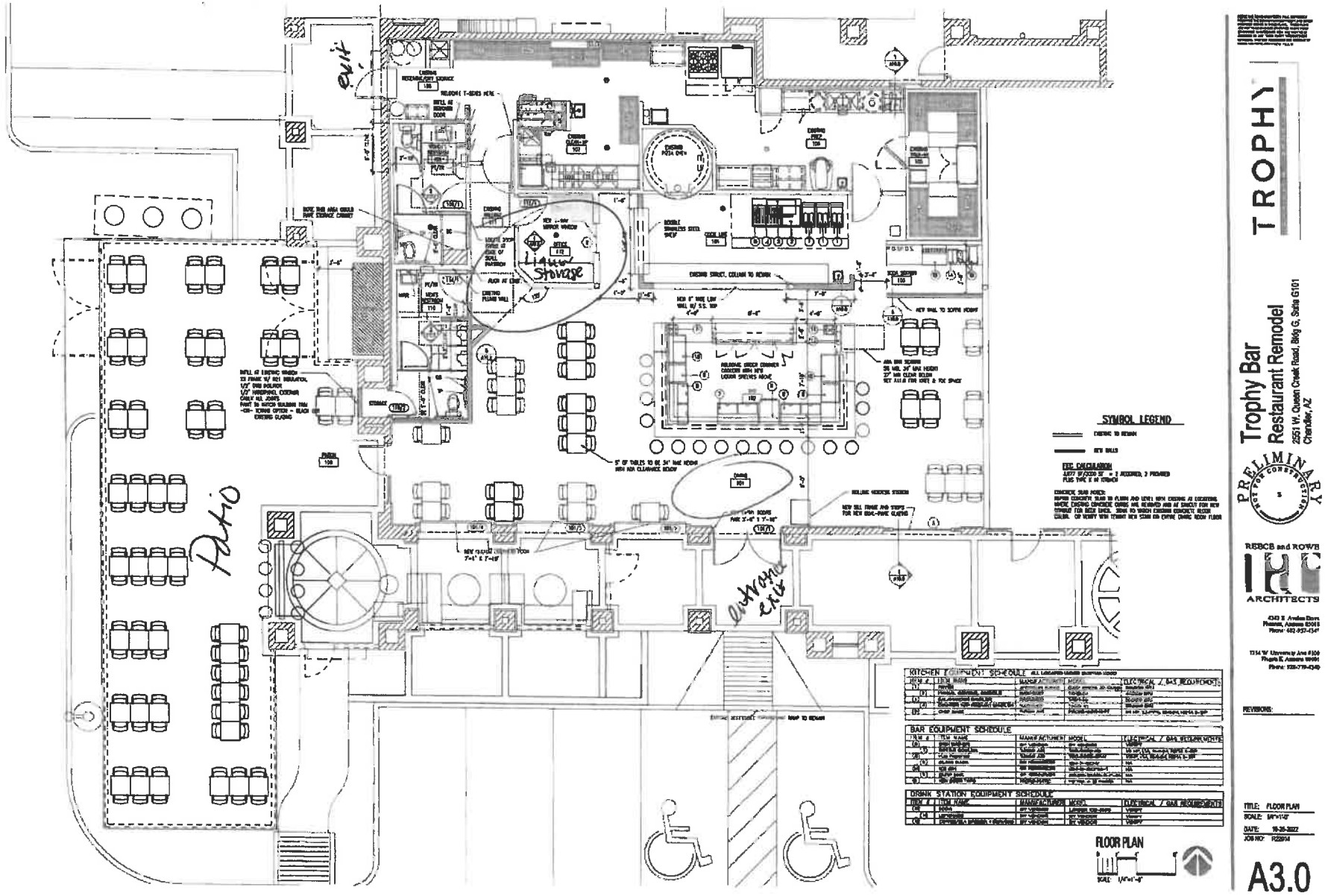
This application for a liquor license was posted for hearing on November 13, 2025.

This location has an active Series 12 Restaurant Liquor License. Staff requests a recommendation for this Series 6, Bar Liquor License. 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. With a Series 6, Bar Liquor License, the business may sell all alcoholic beverages for on- or off-premise consumption, once they have obtained Use Permit approval.

Attachments

A-Floor Plan


exit
Liquor Storage
Patio
Entrance exit
SYMBOL LEGEND
FLOOR PLAN
TROPHY
Trophy Bar
Restaurant Remodel
2551 W. Queen Creek Road, Bldg G, Suite G101
Chandler, AZ
PRELIMINARY
NOT FOR CONSTRUCTION
RESCS and ROWS
ARCHITECTS
REVISIONS:
TITLE: FLOOR PLAN
A3.0

3,077 feet

ITEM 21

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 26-029

Date: November 10, 2025
To: Mayor and Council
Thru: John M. Pombier, Acting City Manager
Dawn Lang, Deputy City Manager/CFO
Kristi Smith, Management Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: License Series 12, Restaurant Liquor License Application for Andrea Dahlman Lewkowitz, Agent, Taco Chandler, LLC, DBA Calitacos

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 361304, a Series 12, Restaurant Liquor License, for Andrea Dahlman Lewkowitz, Agent, Taco Chandler, LLC, DBA Calitacos, located at 225 W. Warner Road, Suite 1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 310590.

Discussion:

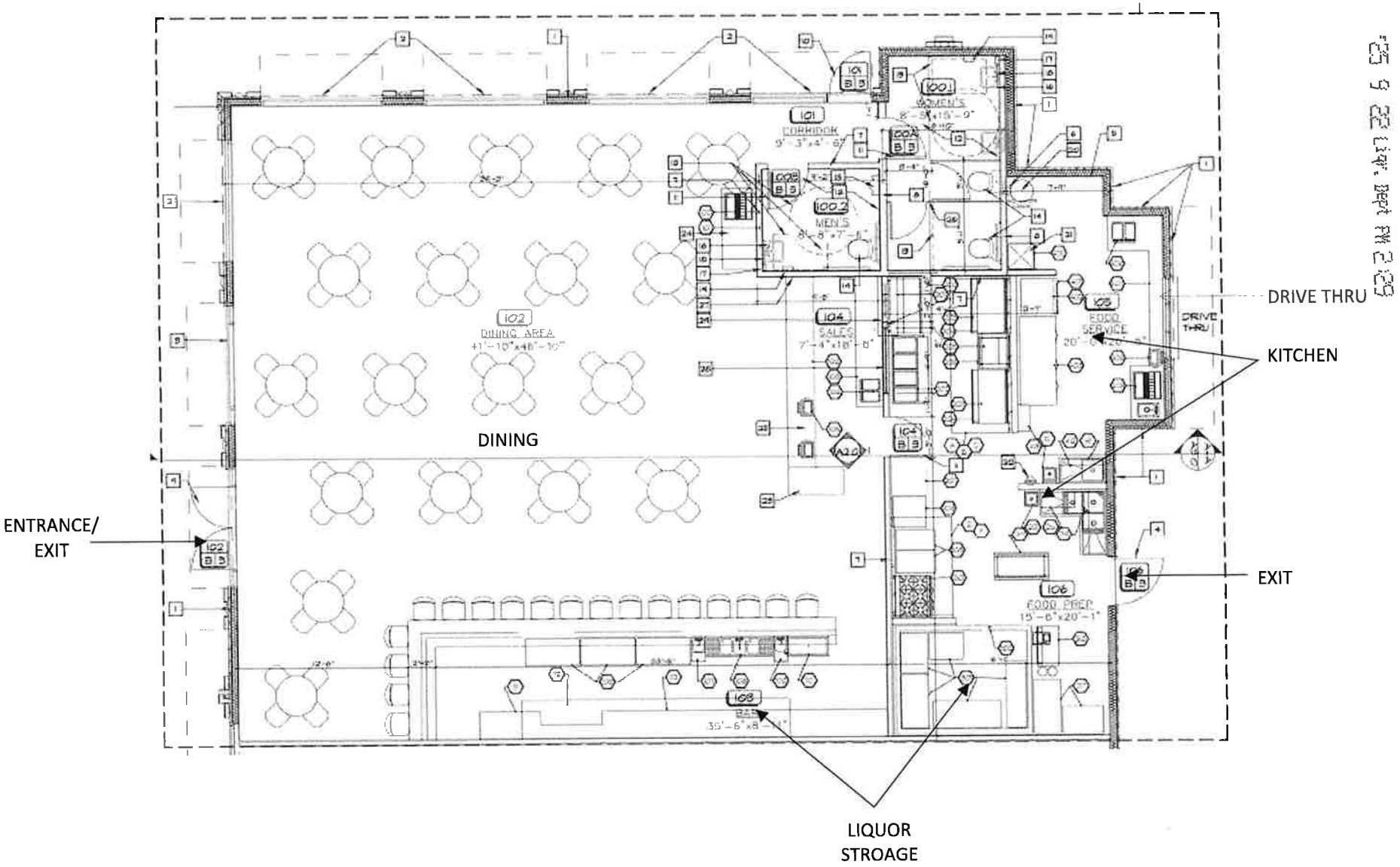
This application for a liquor license was posted for hearing on November 13, 2025.

The Police Department reports no objections to the issuance of this license. 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

CALITACOS
225 W WARNER RD # 1-2
CHANDLER, AZ 85225
2,971 S.F.



'23 9 22 Liv. Dept PM 2:29

ITEM 22

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 26-026

Date: November 10, 2025
To: Mayor and Council
Thru: John M. Pombier, Acting City Manager
Dawn Lang, Deputy City Manager/CFO
Kristi Smith, Management Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: License Series 6, Bar Liquor License Application for Jared Michael Repinski, Agent, Legally Buzzed, LLC, DBA Fibber Magees

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Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 360430, a Series 6, Bar Liquor License, for Jared Michael Repinski, Agent, Legally Buzzed, LLC, DBA Fibber Magees, located at 1989 W. Elliot Road, Suite 19, and approval of the City of Chandler, Series 6, Bar Liquor License No. 310506.

Discussion:

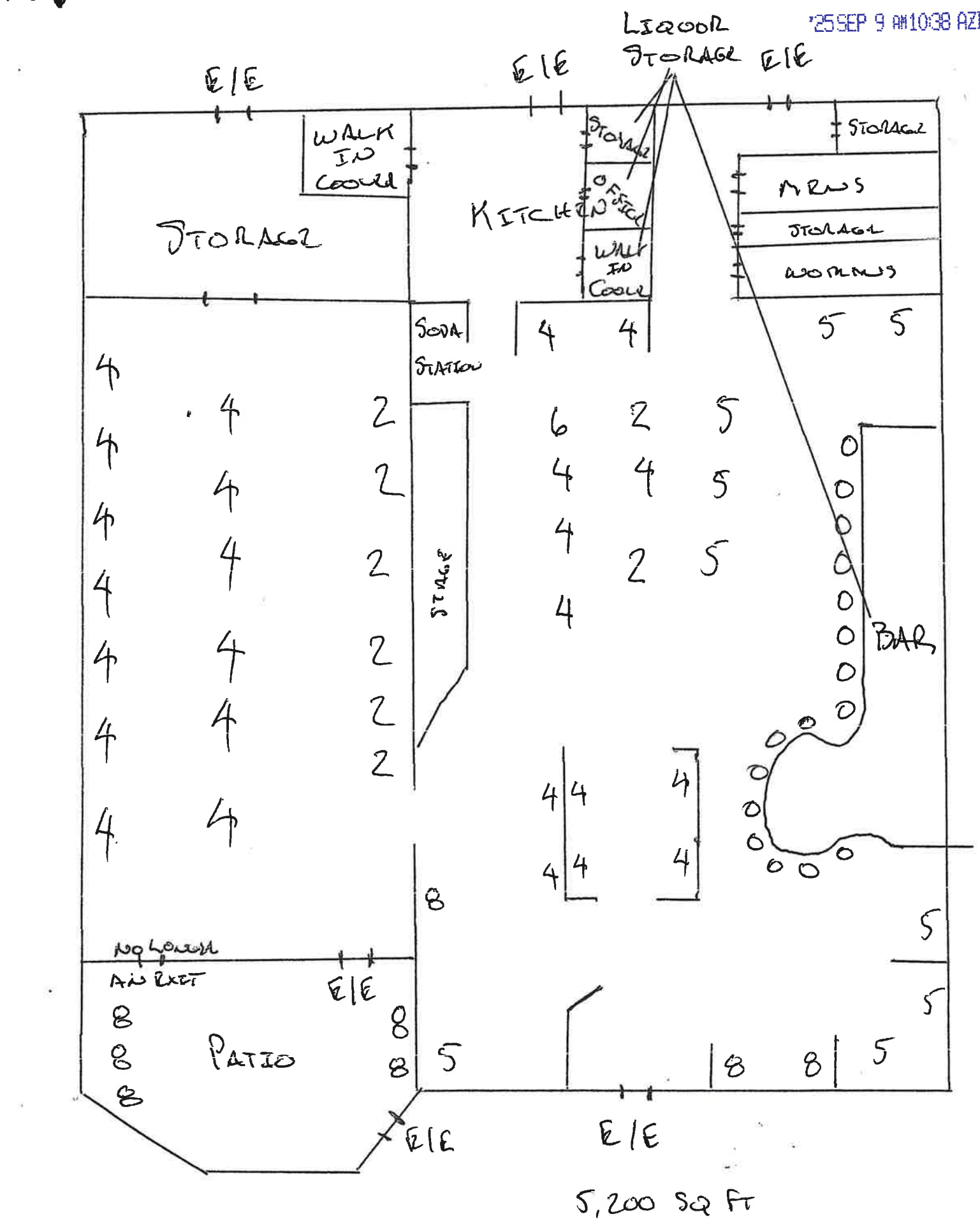
This application for a liquor license was posted for hearing on November 13, 2025.

The Police Department reports no objections to the issuance of this license. With a Series 6, Bar Liquor License, the business may sell all alcoholic beverages for on- or off-premise consumption.

Attachments

A-Floor Plan

'25 SEP 9 AM10:38 AZDLI



CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No.

Date: November 10, 2025
To: Mayor and Council
Thru: John M. Pombier, Acting City Manager
Tadd Wille, Assistant City Manager
Bryan Chapman, Police Chief
From: Melissa Deanda, Assistant Police Chief
Subject: Resolution No. 5943 Authorizing and Approving the ADOT Data Access/Exchange Agreement for the Exchange of Electronic Crash Data

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5943, authorizing and approving the ADOT Data Access/Exchange Agreement for an additional five-year term through November 6, 2030.

Background:

The Chandler Police Department entered into an agreement with ADOT in 2015 for the exchange of electronic crash data between the two parties to provide enhanced efficiencies, improve the accuracy of the data exchanged, and meet the mandated State reporting requirements. It was renewed in 2020 for an additional five-year period. This agreement extends the exchange of electronic crash data for an additional five-year period.

Financial Implications:

There are no financial implications related to this agreement.

Attachments

Resolution No. 5943
ADOT Agreement

RESOLUTION NO. 5943

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AND APPROVING THE DATA ACCESS/EXCHANGE AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE EXCHANGE OF ELECTRONIC CRASH DATA.

WHEREAS, the City of Chandler and the Arizona Department of Transportation previously entered into a five (5) year Data Access/Exchange Agreement Joint Letter of Renewal/Amendment One, and wish to extend the agreement for an additional five (5) years for the exchange of electronic crash data; and

WHEREAS, it is to the mutual benefit of the parties to extend the agreement to enhance efficiencies and improve accuracy of the data exchanged and meet the mandated State reporting requirements.

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

Section 1. Approving the Data Access/Exchange Agreement for the exchange of electronic crash data between the City of Chandler and the Arizona Department of Transportation for an additional five (5) year term.

Section 2. Authorizing the Mayor to execute the Data Access/Exchange Agreement on behalf of the City of Chandler and authorizing city staff to perform all acts necessary to give effect to this resolution and comply with the terms of the agreement.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ___ day of November, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5943 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____day of November, 2025, and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

EPW

DATA ACCESS / EXCHANGE AGREEMENT

ADOT File No: **25-0011390-I**

Date:

Name of Agency: City of Chandler

Doing Business As: Chandler Police Department

Business Address: 250 E Chicago Street
Chandler, AZ 85225

Mailing Address: Mail Stop 303M, PO Box 4008
Chandler, AZ 85244-4008

Telephone Number: 480.782.4000

Chandler Police Department (AGENCY) hereby requests authorization for connectivity to the Arizona Department of Transportation's (ADOT or State) (check all that apply):

☒ CRIS Database to submit electronic crash records.

☐ CRIS Database to access and retrieve crash data.

☒ ACIS to query, analyze and retrieve crash data.

ADOT is authorized to enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") § 28-363.

Chandler Police Department (AGENCY) is authorized to enter into this Agreement pursuant to A.R.S. § 48-572.

The AGENCY (as defined below) hereby requests authorization for connectivity to the CRIS Database and/or ACIS of the Arizona Department of Transportation. The AGENCY's specific access capabilities are set forth and further described in the attached Addendum, which shall be considered a part of this Agreement between the AGENCY and ADOT.

The AGENCY understands and agrees that it shall only access the CRIS Database and/or the ACIS in accordance with the terms and conditions set forth herein. If at any time ADOT believes the AGENCY is using such access in an unauthorized or unlawful manner, ADOT reserves the right, in its sole discretion, to immediately terminate this Agreement.

This Agreement complies with GITA Statewide Standard P740-S741, Standard 4.7.3.

Definitions

"ACIS" means the Arizona Crash Information System.

"ADOT" means the Arizona Department of Transportation.

"AGENCY" means the **Chandler Police Department.**

"Agreement" means this Data Access Exchange Agreement.

"Authorized individuals" means those persons who are employed or contracted by AGENCY to perform the activities authorized hereunder.

"Connectivity" means to make and/or maintain a computer connection with ADOT for the purpose of performing the activities authorized under this Agreement.

"CRIS" means the Crash Records Information System.

"Encrypt" means to scramble computerized information to secure data by using special algorithms for transmission or other purposes.

"Parties" means ADOT and the AGENCY, collectively.

"Party" means ADOT or the AGENCY, as the case may be.

"Personal Information" means information that identifies an individual, including without limitation an individual's name, photograph, social security number, driver license number, physical description, race, ethnic origin, sexual orientation, income, blood type, DNA code, fingerprints, marital status, religion, home address, home telephone number, education, financial matters, and medical or employment history readily identifiable to a specific individual but does not include information on vehicular accidents, driving violations, and driver's status.

"RACF" means Resource Access Control Facility, which is a software security product that protects information by controlling access to it.

"Secure location" means an area designated specifically for authorized individuals to access ADOT's database(s) and to which all unauthorized individuals shall be prohibited from entering.

"Sensitive Information" means any state information either in detail or aggregate that may be prejudicial or harmful to the state and its citizens.

Location of Activities

AGENCY may conduct authorized activities only at those locations which have been pre-approved by ADOT such as their place of business that adheres to the other guidelines outlined in this Agreement. ADOT reserves the right, in its sole discretion, to disapprove of location.

Equipment

AGENCY shall obtain computer equipment and software that is compatible with the information systems and connectivity requirements of ADOT, and which will allow access only to the specific database(s) listed in the Addendum to this Agreement.

Data Security

AGENCY shall provide a secure location for all computer equipment used to access ADOT's database(s).

AGENCY shall provide access to ADOT's CRIS Database and/or ACIS only to AGENCY personnel or contractors who are authorized individuals, and to no one else. If at any time ADOT believes that an authorized individual is using such access inappropriately, ADOT reserves the right to immediately terminate that individual's database access and/or to terminate AGENCY authorization under this Agreement.

AGENCY shall comply with all ADOT policies, procedures and directives regarding security and database access, including any future amendments thereto. All subcontractors utilized to perform the activities authorized by this Agreement must abide by the same security and access requirements as AGENCY.

AGENCY must disclose and obtain ADOT approval of any existing and/or contemplated strategic alliances, partnerships, Intergovernmental Agreements or subcontracting arrangements that AGENCY has or will enter into which involve the processing and/or use of ADOT data acquired pursuant to this Agreement.

Except as required by court order of A.R.S. §§ 39-121 through 39-129, AGENCY, its officers, agents, employees, contractors and representatives shall not, without the prior written approval of ADOT, disclose, distribute, or utilize in any manner not expressly authorized under this Agreement, any personal or sensitive information which is connected or otherwise associated with or accessed pursuant to this Agreement, either during the term of this Agreement or subsequent to any termination of this Agreement.

AGENCY shall maintain all hard copy information and electronic data related to this Agreement in a secure location at all times.

Data Privacy

AGENCY shall not utilize its computer connections with ADOT for any purpose other than the purpose(s) specified in the Addendum to this Agreement.

Network Security

AGENCY understands and agrees that any and all personal or sensitive information that it stores or transmits over external or public computer networks, such as the Internet, must be encrypted.

AGENCY computers that are permanently or intermittently connected to internal computer networks must have an ADOT approved, password-based, access control system in order to access ADOT's database(s). This requirement applies to computers with direct connections to data centers, as well as AGENCY "wide area network." Regardless of the network connections, all AGENCY computers which are used to access ADOT information must employ approved, password-based, access control systems.

All in-bound connections to AGENCY computers from external networks must also be protected. All access control systems must utilize user-identifications (i.e. RACF ID's) and passwords unique to each user, as well as user-privilege restriction mechanisms. Password sharing is prohibited.

Non-exclusivity

This Agreement shall not preclude ADOT from entering into the same or similar Agreement with other public or private entities, including those performing identical or similar functions as AGENCY.

Notification

AGENCY shall assign a contact person for problem resolution and notification of procedural changes. AGENCY shall advise ADOT within two business days of any change in its designated contact person. All notices or demands upon either Party shall be in writing and an original shall be delivered electronically, in person, or sent by mail, addressed as follows:

To ADOT at:

ADOT Crash Records Section
Custodian of State Crash Records
1615 W. Jackson Street, Mail Drop 064R
Phoenix, AZ 85007
Fax: 602.712.3488
AZCrashFacts@azdot.gov

To AGENCY at:

Chandler Police Department
ATTN: Melissa Deanda
250 E Chicago Street
Chandler, AZ 85225
480.782.4103
melissa.deanda@chandleraz.gov

Records

The AGENCY shall maintain a log or register of all ADOT records it requests and all ADOT records it obtains by virtue of the access provided herein. The AGENCY shall retain this log or register either manually or electronically for a period of five years after the date of request and receipt of the records. All other books, papers, records, data, and accounting records relating to this Agreement ("Records") shall be maintained by AGENCY for a period of five years, or such greater or lesser time as may be required by federal or state law, rule, or the ADOT Records Retention Schedule. The Records shall be subject to inspection and audit by ADOT for five years after termination or completion of this Agreement. The Records shall be produced at the offices designated by ADOT.

It is further agreed that ownership of all records relating to this Agreement resides exclusively with ADOT, except for data retrieved pursuant to this Agreement.

Compliance

AGENCY shall comply with all of the terms set forth in this Agreement, together with all applicable state statutes, rules, and regulations. AGENCY shall also comply with all relevant ADOT policies, procedures and directives that ADOT provides to AGENCY throughout the course of this Agreement. All AGENCY subcontractors are held to the same compliance standards, and any failure to comply on the part of the subcontractor will be deemed a failure on the part of AGENCY.

Non-compliance

If AGENCY fails to comply with the terms of this Agreement, or with any applicable law, rule or regulation, ADOT reserves the right to take any remedial action that it deems necessary and appropriate, including without limitation the suspension, cancellation, revocation, or termination of this Agreement. In case of a violation of law, the Agreement shall immediately terminate.

Amendment and Modification of Agreement

AGENCY shall review and approve in writing any modification of the Agreement. Upon the amendment of any applicable law, rule or regulation, the Agreement shall automatically be modified to reflect such amendment. Any modification of the Agreement shall be incorporated herein and shall be subject to all

other provisions of this Agreement. AGENCY may submit a written request to ADOT if there are any changes it desires be made to the Agreement, and such a request shall be approved or denied at ADOT's sole discretion.

Termination

Either Party may terminate this Agreement for convenience or cause upon 30 days prior written notice to the other Party. Upon any termination of this Agreement, AGENCY shall, at ADOT's request, remove and deliver to ADOT all electronic data stored on any electronic storage devices and shall immediately return all other data and information received in connection herewith to ADOT.

Waiver/Severability

AGENCY agrees that a waiver of any provision of this Agreement shall not act as a waiver of any other provision of this Agreement. If a provision of this Agreement is for any reason declared invalid, illegal, or unenforceable, that declaration shall not affect the remainder of the provisions of the Agreement.

Duration

This Agreement shall commence upon approval by the Division Director and execution by both Parties, and shall thereafter continue in effect for a term of five years, unless previously terminated or canceled as provided herein. Prior to expiration of this five year period, the Parties may mutually agree to extend the term of the Agreement for three, five-year extensions by entering into an amendment to this Agreement.

Liability

The AGENCY shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the AGENCY, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The AGENCY's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation shall apply to any negligence of the AGENCY which may be legally imputed to the State by virtue of this Agreement or the State's ownership of the databases. The AGENCY's obligations under this paragraph shall survive the termination of this Agreement.

Limitation of Liability

ADOT (a) makes no warranty, express or implied, with respect to information provided under this Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assumes no liability for any direct, indirect, or consequential damages arising from any use of any part of this Agreement; (c) assumes no liability for any errors or omissions within the Data Access Exchange. Parties hereby waive, relinquish, and release the State of Arizona and ADOT from any claim for damage or injury arising from any use of the Data Access Exchange or any information derived from it.

Mandatory Provisions for Arizona State Agencies

None of the provisions of the Agreement may be waived, changed or altered except with the mutual written consent of both Parties.

Except as permitted by law and provided by this Agreement, ADOT is not authorized to indemnify the AGENCY.

The AGENCY acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

This Agreement shall be governed by and construed in accordance with Arizona laws.

This Agreement may be canceled in accordance with A.R.S. § 38-511.

This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

Non-Availability of Funds: Every payment obligation of ADOT under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration if required by A.R.S. § 12-1518.

The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

Joint Venturer – Except as otherwise provided by law, in the performance of duties and activities under this Agreement, the Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The officers, employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party. Each Party shall remain responsible for the supervision of their respective staff and students and shall maintain adequate insurance coverage as required by law.

AGENCY assigns to ADOT any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to AGENCY toward fulfillment of this Agreement.

The Parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same document.

Certification

On behalf of AGENCY identified below, the undersigned hereby request approval of this Agreement. The undersigned certifies that all of the information set forth herein by AGENCY is true and accurate, and that any records or information obtained from ADOT's database(s) and system(s) pursuant to this Agreement will be used solely for the purpose(s) specified in the Addendum to this Agreement, and for no other purposes. The undersigned further certifies that the undersigned have the authority to execute this Agreement on behalf of AGENCY. The undersigned understands that the AGENCY must abide by the provisions of this Agreement if approved by the Division Director and executed by both Parties.

CHANDLER POLICE DEPARTMENT

By _____ on _____
BRYAN CHAPMAN Date
Chief of Police

ATTEST:

By _____ on _____
KEVIN HARTKE Date
Mayor

By _____ on _____
DANA DELONG Date
City Clerk

By _____ on _____
KELLY SCHWAB Date
City Attorney EPW

FOR ADOT USE ONLY

Received by _____ on _____
DAVID PORTER Date
AzTraCS Program Coordinator

AUTHORIZATION

On behalf of the Arizona Department of Transportation, the authorization requested by the **Chandler Police Department** pursuant to this Agreement (including the attached Addendum) is hereby approved.

ARIZONA DEPARTMENT OF TRANSPORTATION
Project Delivery and Operations

By _____ on _____
AUDRA MERRICK, PE Date
Division Director

AGREEMENT ADDENDUM

THIS ADDENDUM is made and entered into pursuant to A.R.S. §§28-401 et seq. and with GITA Statewide Standard P740-S741, Standard 4.7.3, as part of the foregoing Data Access / Exchange Agreement between the Arizona Department of Transportation (ADOT) and the **Chandler Police Department** (AGENCY).

Subject to ADOT's right to terminate as set forth in this Agreement:

I. ADOT <grants/~~does not grant~~> AGENCY authorization to access its CRIS Database via approved direct program-to-program interactions over an approved persistent connection and to thereby submit electronic crash records information contained in such databases according to the terms and conditions stated in this Agreement. Electronic crash records shall be submitted no more than once per day.

II. ADOT <~~grants~~/does not grant> AGENCY authorization to access its CRIS Database via an approved secure gateway and with two-factor authentication to retrieve pertinent crash records data including vehicle information according to the terms and conditions stated in this Agreement.

III. ADOT <grants/~~does not grant~~> AGENCY authorization to access its ACIS via an approved secure gateway and with user identifications and passwords unique to each user to run queries and retrieve crash data strictly for the purposes of safety analysis and in accordance with the terms and conditions stated in this Agreement. Data query and retrieval may be done on an as-needed basis.

The foregoing Agreement and Addendum are mutually agreed to:

CHANDLER POLICE DEPARTMENT

By _____ on _____
BRYAN CHAPMAN Date
Chief of Police

ATTEST:

By _____ on _____
KEVIN HARTKE Date
Mayor

By _____ on _____
DANA DELONG Date
City Clerk

By _____ on _____
KELLY SCHWAB Date
City Attorney EPW

ARIZONA DEPARTMENT OF TRANSPORTATION
Project Delivery and Operations

By _____ on _____
AUDRA MERRICK, PE Date
Division Director

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No. N/A

Date:	November 10, 2025
To:	Mayor and Council
Thru:	John M. Pombier, Acting City Manager Tadd Wille, Assistant City Manager Bryan Chapman, Police Chief
From:	Stephanie Heinzelman, Police Communications Supervisor
Subject:	Purchase of Call Handling Equipment for 9-1-1 Backup Center

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Proposed Motion:

Move City Council approve the purchase of 9-1-1 call-handling equipment, utilizing the State of Arizona Contract No. CTR055782, with AT&T Corp., in an amount not to exceed $141,724.82.

Background/Discussion:

A new 60-month contract with AT&T for Next Generation 9-1-1 Call Handling Equipment began in January 2025. This equipment is essential for receiving and managing emergency 9-1-1 calls, including voice calls, text messages, and other digital data such as caller location information. It ensures that emergency dispatchers can quickly and accurately respond to calls, coordinate with first responders, and manage emergency incidents efficiently.

To maintain uninterrupted emergency operations, additional call-handling equipment is needed at the backup communications center located within the Property & Evidence Facility. Once installed, this equipment will allow Chandler's 9-1-1 calls to be seamlessly answered from the backup center during an evacuation, power outage, or similar event, eliminating the need to relocate staff to another agency's communications center.

Evaluation:

The State of Arizona competitively solicited and awarded contract CTR055782 for 9-1-1 call handling equipment to AT&T Corp. The State Contract is valid through June 20, 2026, with options to extend for an additional two years. The city has a current agreement with the State of Arizona allowing for the cooperative usage of the State's contracts.

Financial Implications:

The purchase of this equipment is not covered under the City of Chandler's FY 2025–26 grant agreement with the Arizona Department of Administration's State 9-1-1 Office and therefore will not be reimbursed through that grant.

Funding for this purchase will come from the Police Forfeiture Fund. This expenditure meets the criteria for forfeiture fund use because it directly supports law enforcement operations, enhances emergency response capabilities, and contributes to public safety through improved 9-1-1 communications infrastructure.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
202.2010.6314.0.0.0	Police Forfeiture Fund	N/A	$141,724.82	N

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** RE26-026

Date: November 10, 2025
To: Mayor and Council
Thru: John M. Pombier, Acting City Manager
Dawn Lang, Deputy City Manager | CFO
Jeremy Abbott, Public Works and Utilities Acting Director
Daniel Haskins, Capital Projects Division Manager
From: Erich Kuntze, Real Estate Administrator
Subject: Ordinance No. 5137, Approving the Abandonment of a Retention Basin Easement Located at the Northeast Corner of Arizona Avenue and Riggs Road

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5137 approving the abandonment of a retention basin easement located at the northeast corner of Arizona Avenue and Riggs Road that is no longer needed for public use.

Background:

Bell Leasing, Inc., the owner of the Arizona Avenue and Riggs Road Retail Center, has created a Minor Land Division that is redefining the shape of an existing retention basin located on the north side of Riggs Road just east of Arizona Avenue. The required half-street runoff will be collected by a scupper and routed to the reshaped on-site basin and will meet the city design requirements for this development. As a result of the redesign, the owner has requested that the city abandon the existing retention basin located on the property. The owner has paid the required fee for processing this request.

Staff has reviewed and approved the legal descriptions and abandonment documents.

Attachments

Ordinance No. 5137
Location Map

ORDINANCE NO. 5137

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE ABANDONMENT OF A RETENTION BASIN EASEMENT LOCATED AT THE NORTHEAST CORNER OF ARIZONA AVENUE AND RIGGS ROAD THAT IS NO LONGER NEEDED FOR PUBLIC USE.

WHEREAS, Bell Leasing, Inc., an Arizona corporation is creating a Minor Land Division ("MLD") for the property at the northeast corner of Arizona Avenue and Riggs Road that redefines the shape of an existing retention basin located on the property.

WHEREAS, as a result of this reshaping the existing retention basin is no longer needed for public use; and

WHEREAS, the developer will dedicate a new retention basin on the property to the City of Chandler by way of the MLD they are recording.

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

Section 1. That the certain portion of the existing retention basin as described in Exhibit "A" attached hereto and made a part of this Ordinance (designated as the "Partial Drainage Easement") is determined to be no longer necessary for public use.

Section 2. That the Partial Drainage Easement is hereby declared abandoned and all rights under the Drainage Easement as to the Partial Drainage Easement will cease upon the effective date of this Ordinance.

Section 3. That the document used to abandon the Partial Drainage Easement is approved in a form approved by the City Attorney and substantially as attached hereto as Exhibit "B" and made a part of this Ordinance.

Section 4. That the Mayor of the City of Chandler is authorized to execute and deliver all documents necessary to abandon the Partial Drainage Easement described in Exhibit "A".

Section 5. That the City Clerk shall cause the original or a certified copy of this Ordinance to be recorded in the Office of Maricopa County Recorder after the effective date of this Ordinance.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of_____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5137 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 202___, 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
NEC Arizona Ave & Riggs Retail
Drainage Easement Abandonment

Job No. 22-0082 August 13, 2025

A PORTION THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP IN HANDHOLE AT THE SOUTHWEST CORNER OF SAID SECTION, FROM WHICH POINT A FOUND ALUMINUM CAP AT THE SOUTH QUARTER CORNER OF SAID SECTION BEARS NORTH 89 DEGREES 08 MINUTES 56 SECONDS EAST, 2647.30 FEET **(BASIS OF BEARING);**

THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 89 DEGREES 08 MINUTES 56 SECONDS EAST, 237.82 FEET;

THENCE DEPARTING SAID SOUTH LINE,
NORTH 00 DEGREES 51 MINUTES 04 SECONDS WEST, 75.00 FEET TO THE NORTH RIGHT OF WAY LINE OF RIGGS ROAD AND THE **POINT OF BEGINNING;**

THENCE CONTINUING,
NORTH 00 DEGREES 51 MINUTES 04 SECONDS WEST, 15.00 FEET;

THENCE NORTH 89 DEGREES 08 MINUTES 56 SECONDS EAST, 63.29 FEET;

THENCE NORTH 00 DEGREES 51 MINUTES 04 SECONDS WEST, 70.00 FEET;

THENCE NORTH 89 DEGREES 08 MINUTES 56 SECONDS EAST, 100.00 FEET;

THENCE SOUTH 00 DEGREES 51 MINUTES 04 SECONDS EAST, 85.00 FEET TO SAID NORTH RIGHT OF WAY LINE;

THENCE ALONG SAID RIGHT OF WAY LINE,
SOUTH 89 DEGREES 08 MINUTES 56 SECONDS WEST, 163.29 FEET TO THE **POINT OF BEGINNING**.

SAID PORTION OF LAND CONTAINING 9,449 SQUARE FEET, OR 0.2169 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND/OR RIGHTS-OF-WAYS OF RECORD OR OTHERWISE.

THIS DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE SUBDIVISION REGULATIONS OF THE STATE, COUNTY AND/OR MUNICIPALITY, OR ANY OTHER LAND DIVISION RESTRICTIONS.

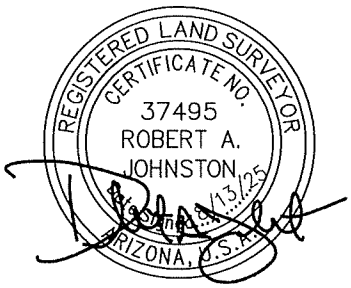
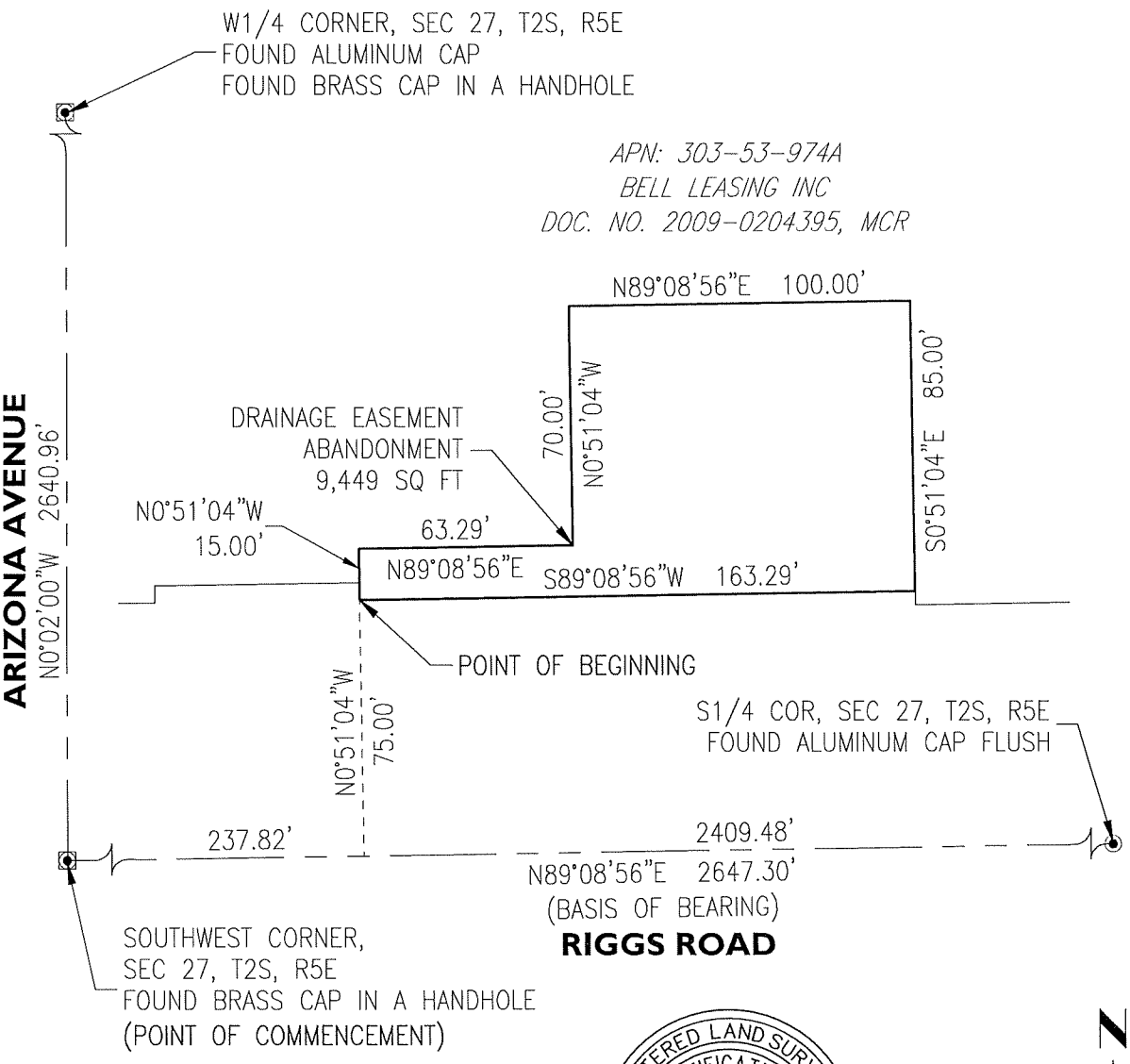


EXHIBIT "A"



Aug 13, 2025 3:10pm S:\Projects\2022\22-0082\Land Survey\Legals\22-0082 LD01 DE Abandonment.dwg
dhunt

22-0082	Drawn by: DH	Reviewed by: RJ	Sheet Scale: 1"=50'	Sheet No: 1 of 1

NEC ARIZONA AVE & RIGGS RETAIL
DRAINAGE EASEMENT ABANDONMENT

EXHIBIT "A"

EPS GROUP
1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

EXHIBIT “B”

ABANDONMENT OF EASEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the CITY OF CHANDLER, an Arizona municipal corporation, ("City") does hereby abandon any and all interest that it may have in that certain Drainage Easement ("DE") as described in Exhibit "A", and as further identified as Parcel No 1 in Exhibit "C" of the Final Order of Condemnation recorded as 2006-0132060 Records of Maricopa County, Arizona, attached hereto as Exhibit "B." This abandonment is not intended to abandon any other interest the City may have in any portion of the subject real property arising by virtue of any other instrument recorded with the Maricopa County Recorder, including without limitation, any deed, or easement, other than the aforementioned easement, or final order of condemnation.

Dated this _____ day of _____ 202___.

CITY OF CHANDLER, an Arizona municipal corporation

By: _____
Mayor Kevin Hartke

State of Arizona)
) ss
County of Maricopa)

Acknowledged before me this ____ day of _____ 202___, by Kevin Hartke, Mayor of the City of Chandler.

_____
Notary Public

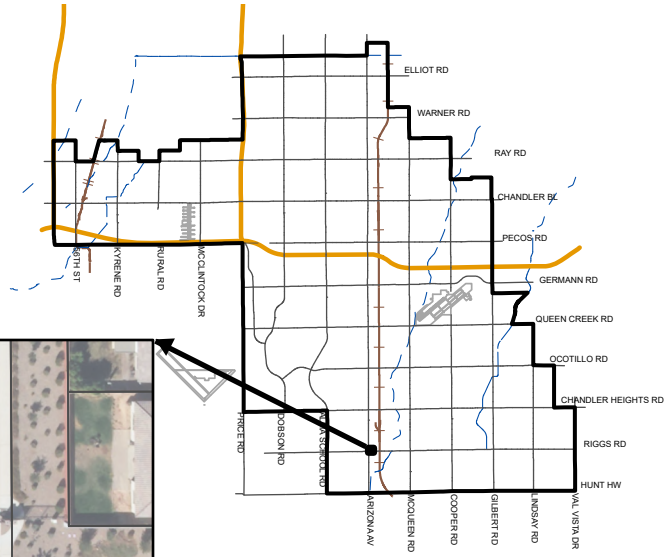
My Commission Expires:

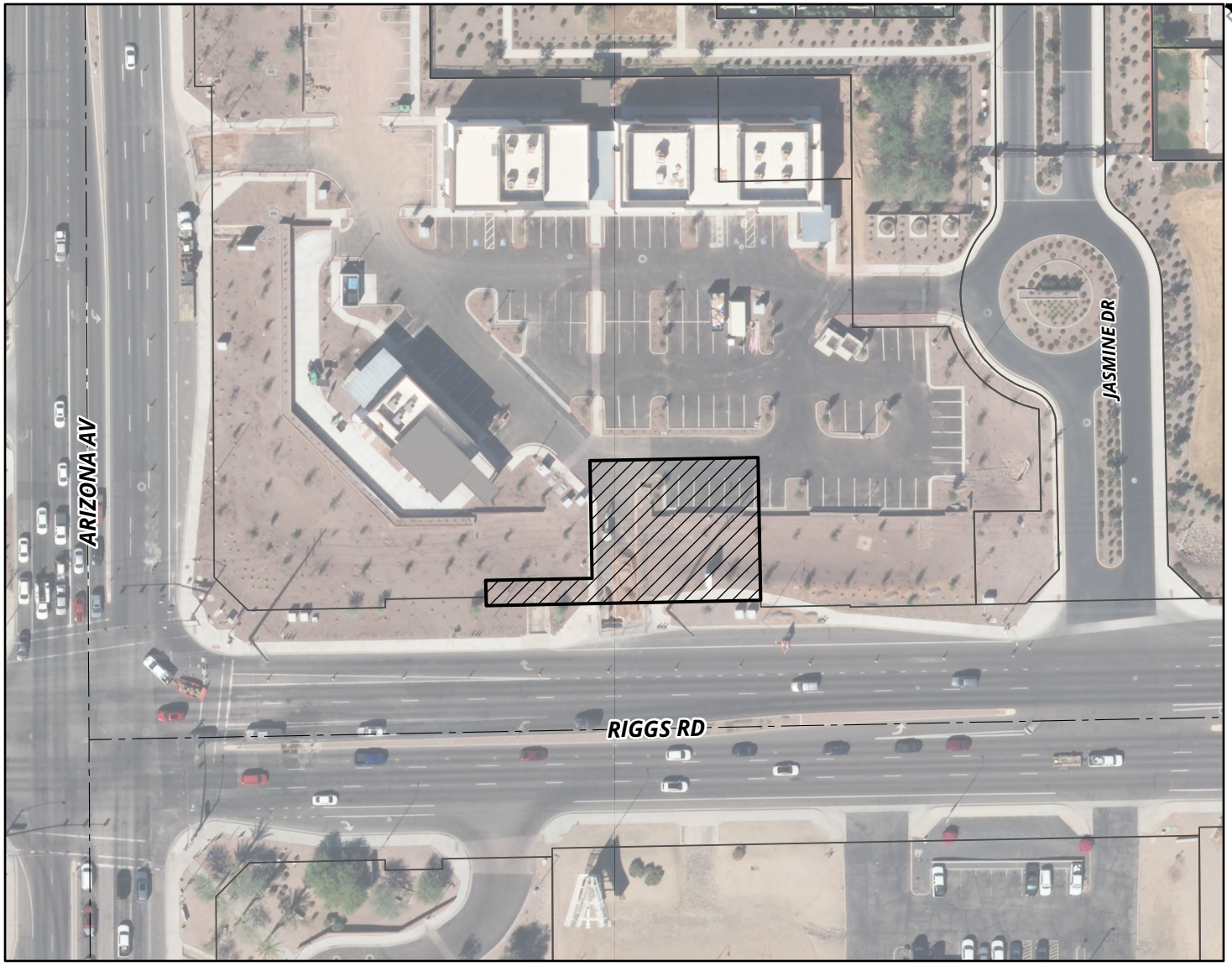
APPROVED AS TO FORM:

_____
City Attorney
DMG

CHANDLER arizona

ORDINANCE NO. 5137 APPROVING THE ABANDONMENT OF THE RETENTION BASIN EASEMENT LOCATED AT THE NORTHEAST CORNER OF ARIZONA AVENUE AND RIGGS ROAD THAT IS NO LONGER NEEDED FOR PUBLIC USE





MEMO NO. RE26-026

EASEMENT LOCATION

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Real Estate\2026\RE26-026\RE26-026\RE26-026.aprx 10/1/2025 CameronK

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** RE26-024

Date: November 10, 2025
To: Mayor and Council
Thru: John M. Pombier, Acting City Manager
Dawn Lang, Deputy City Manager | CFO
Jeremy Abbott, Public Works and Utilities Acting Director
Daniel Haskins, Capital Projects Division Manager
From: Erich Kuntze, Real Estate Administrator
Subject: Resolution No. 5927, Authorization of the Acquisition of Real Property Required for the Alma School Road Improvement Project from Germann Road to Queen Creek Road

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5927 authorizing the acquisition of real property in fee or by easement required for the Alma School Road Improvement Project from Germann Road to Queen Creek Road ST2309; authorizing the city's real estate administrator to sign, on behalf of the city, the purchase agreements and any other documents necessary to facilitate these acquisitions; authorizing eminent domain proceedings as needed to acquire said real property and obtain immediate possession thereof; and approving relocation services as may be needed and required by law.

Background:

The proposed improvements include widening Alma School Road into the medians from the first median break south of Germann Road to Queen Creek Road, adding one northbound and one southbound lane. Other improvements include pavement improvements, sewer manhole rehabilitation, streetlight relocations and upgrades, traffic signal modifications, traffic signals fiber extensions, landscape and irrigation improvements, signing and marking improvements, and a new 8-inch potable water main extension at Kingbird Drive. In order to allow the project to proceed and be constructed, the city needs to acquire real property rights in fee or by easement along the alignment depicted in the attached aerial map.

Financial Implications:

Funds have been set aside in the project for acquisitions and relocation services. Amounts will be determined by appraisals for each parcel. Through the Resolution, City Council authorizes the Public Works and Utilities Director to approve settlements above the appraised value of ten (10%) percent or up to $50,000 and the use of eminent domain only when needed, subject to approval at a separate Executive Session as described in Section 6. This is not required for properties in County jurisdiction.

Attachments

Resolution No. 5927

Location Map

RESOLUTION NO. 5927

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ACQUSITION OF REAL PROPERTY IN FEE OR BY EASEMENT REQUIRED FOR THE ALMA SCHOOL ROAD IMPROVEMENT PROJECT FROM GERMANN ROAD TO QUEEN CREEK ROAD ST2309; AUTHORIZING THE CITY'S REAL ESTATE ADMINISTRATOR TO SIGN, ON BEHALF OF THE CITY, THE PURCHASE AGREEMENTS AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THE ACQUISITIONS; AUTHORIZING EMINENT DOMAIN PROCEEDINGS AS NEEDED TO ACQUIRE SAID REAL PROPERTY AND OBTAIN IMMEDIATE POSSESSION THEREOF; AND APPROVING RELOCATION SERVICES AS MAY BE NEEDED AND REQUIRED BY LAW.

WHEREAS, the City of Chandler is planning to improve Alma School Road from Germann Road to Queen Creek Road in the area as depicted in Exhibit "A" attached hereto and made a part hereof (the "Project") in order to improve service within the city and to be a benefit to the public; and

WHEREAS, in order to allow the Project to proceed and be constructed in accordance with its schedule, the City of Chandler needs to acquire real property rights in fee or by easement along the alignment depicted in the attached aerial map; and

WHEREAS, the City is authorized by law to acquire, whether by purchase or dedication such real property rights as are needed for public purposes; and

WHEREAS, the acquisition of some of the real property rights for the Project may result in the relocation of personal property.

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

Section 1. Determines that the acquisition of real property rights by fee or by easement for the Alma School Road Improvement Project ST2309, as depicted in Exhibit "A" is for a public and necessary purpose, and is in the best interest of the citizens of the City of Chandler.

Section 2. Authorizes and directs the City to purchase the real property rights in fee or by easement for an amount equal to the market value to be acquired as determined by appraisal, or as approved by the Public Works & Utilities Director at an amount not exceeding the appraisal by ten percent (10%) or up to $50,000. Written offers must be in a form approved by the Chandler City Attorney and each purchase agreement entered into with a property owner must be approved as to form by the Chandler City Attorney prior to being deposited into escrow.

Section 3. Subject to Section 2 above, authorizes the City's Real Estate Administrator, any city real estate officer acting on the Administrator's behalf, or any retained right-

of-way consultant acting at the direction of the Real Estate Administrator to make written offers for said real property and, where accepted, to execute, deliver and deposit into escrow as required, the approved purchase agreements along with all other documents and instructions necessary to consummate the purchase of the real property.

Section 4. Where any such written offer is not accepted within a reasonable period of time for negotiation, authorizes and directs the Chandler City Attorney to commence condemnation (eminent domain) proceedings to acquire, in the name of the City of Chandler, said real property, including any improvements thereon, and to secure immediate possession of such real property, for the public purpose of constructing the Project and further directs staff to do and to perform all acts necessary in furtherance of the acquisition of title to and immediate possession of said real property.

Section 5. Authorizes the provision of relocation assistance, including benefits, as may be required by law. The City's Real Estate Administrator will make the initial determination of any claim received for relocation benefits; any administrative appeal from such decision will be considered and acted upon by and through the Real Estate Administrator or persons acting under the Administrator's direction or on the Administrator's behalf for such purpose, whose decision shall be final in accordance with applicable law.

Section 6. Directs that if City staff are unable to acquire any needed real property rights through voluntary sale by the property owner, the City Council will meet in executive session pursuant to ARS § 38-431.03 to discuss the matter prior to commencement of condemnation proceedings as described above. This provision does not apply to condemnation proceedings requested by the property owner or properties located outside the City's incorporated limits.

PASSED AND ADOPTED by the City Council this _____day of _____, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5927 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2025, and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

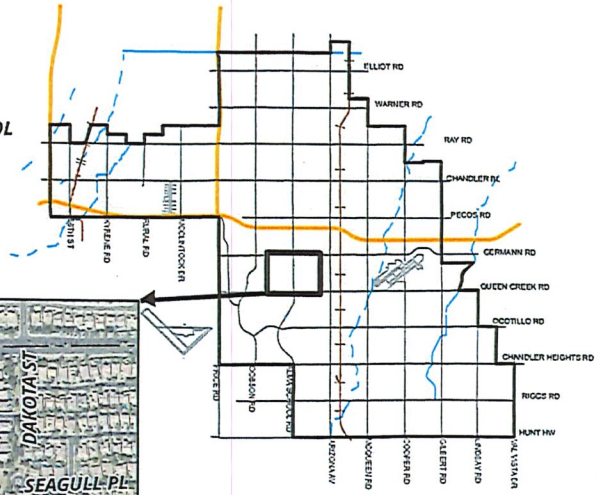
CITY ATTORNEY

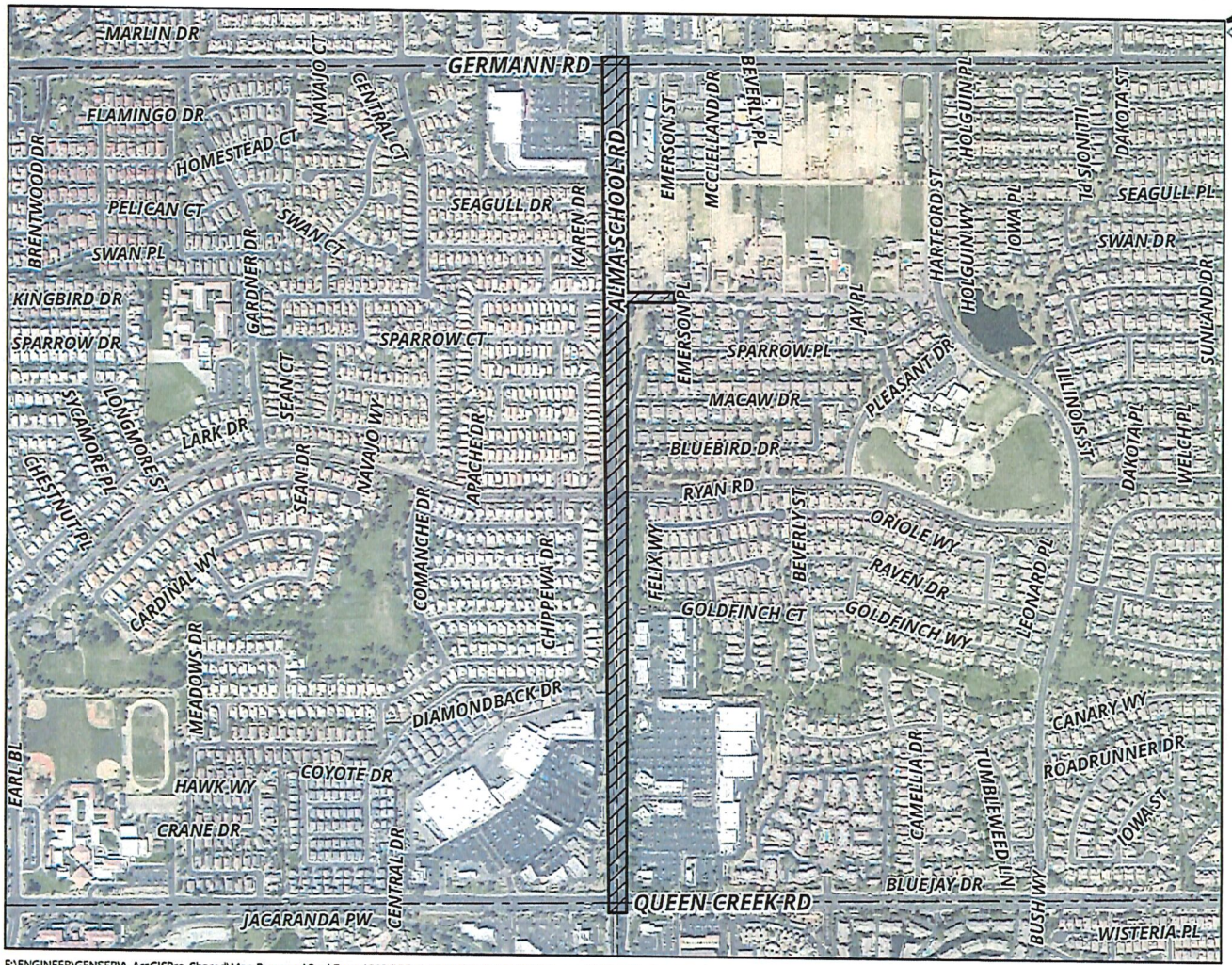
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EXHIBIT “A”

CHANDLER
arizona

RESOLUTION NO. 5927 AUTHORIZING THE ACQUISITION OF REAL PROPERTY IN FEE OR BY EASEMENT REQUIRED FOR THE ALMA SCHOOL ROAD IMPROVEMENT PROJECT FROM GERMANN ROAD TO QUEEN CREEK ROAD, ST 2309 (THE "PROJECT"), AT MARKET VALUE PLUS CLOSING AND ESCROW FEES; AUTHORIZING THE CITY'S REAL ESTATE ADMINISTRATOR TO SIGN, ON BEHALF OF THE CITY, THE PURCHASE AGREEMENTS AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THESE ACQUISITIONS; APPROVING EMINENT DOMAIN PROCEEDINGS AS NEEDED TO ACQUIRE SAID REAL PROPERTY AND OBTAIN IMMEDIATE POSSESSION THEREOF; AND APPROVING RELOCATION SERVICES AS MAY BE NEEDED AND REQUIRED BY LAW.





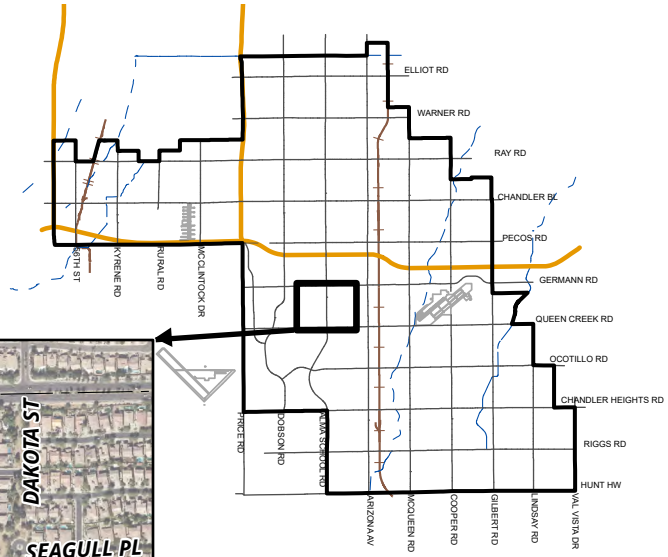
RESOLUTION NO. 5927
MEMO NO. RE26-024

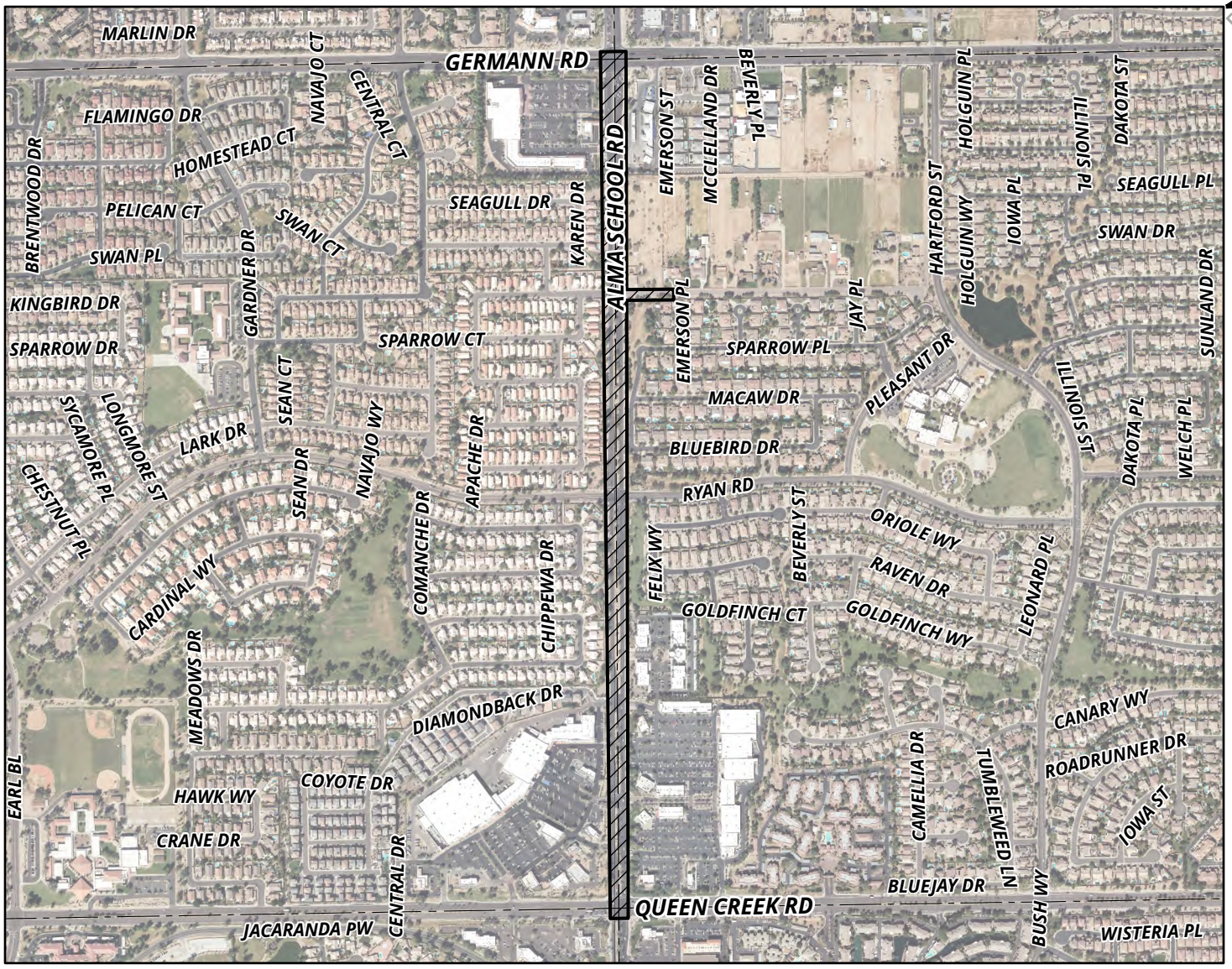
PROJECT LOCATION

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RESOLUTION NO. 5927 AUTHORIZING THE ACQUISITION OF REAL PROPERTY IN FEE OR BY EASEMENT REQUIRED FOR THE ALMA SCHOOL ROAD IMPROVEMENT PROJECT FROM GERMANN ROAD TO QUEEN CREEK ROAD, ST 2309





RESOLUTION NO. 5927
MEMO NO. RE26-024

PROJECT LOCATION

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CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** UA26-069

Date: November 10, 2025
To: Mayor and Council
Thru: John M. Pombier, Acting City Manager
Dawn Lang, Deputy City Manager | CFO
Jeremy Abbott, Public Works and Utilities Acting Director
From: Simone Kjolsrud, Water Resources Manager
Subject: Resolution No. 5951 to Extend and Amend Water Conservation Rebate Programs

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5951 authorizing the City Manager to extend and amend three water conservation rebate programs; and further authorizing the City Manager to amend a grant agreement with the Water Infrastructure Finance Authority (WIFA).

Background:

In April 2023, City Council held a work session to review Chandler's water resources, drought preparedness plan, and water conservation efforts. Consistent with City Council direction, staff suggested modifications to the city's water conservation rebate programs. City Council took action on the proposed changes to the rebate programs in September 2023. Staff recommended City Council increase the **single-family grass removal rebate** from $0.20/sq. ft. to $1.00/sq. ft., modify the policy to qualify smaller projects with a minimum 500 sq. ft. instead of 1,000 sq. ft., and update the policy to limit artificial turf to a maximum of 1,000 sq. ft. City Council approved these updates, but voted to increase the rebate to $2.00/sq ft. rather than the $1.00/sq. ft. City Council approved the new **large landscape grass removal rebate** program for homeowners associations (HOAs), commercial, and multi-family customers. The rebate reimbursed up to 25% of the project cost with a $75,000 maximum and an additional incentive of $3/sq. ft. to remove non-functional grass. City Council also approved the new **water efficient technology rebate** program, offering to reimburse 50% of the cost to install water efficient technology with real-time monitoring, with a $10,000 maximum.

After implementing the policy changes to increase the rebate amounts, staff observed the following results by comparing the prior two-year period before policy changes with the current two-year history.

- **Single-Family Grass Removal Rebate** – As a result of reducing the minimum from 1,000 sq. ft. to 500 sq. ft., participation in this program increased by 120%. However, the total grass removed was approximately the same as the prior period. The prior period (2022-2023), 132,000 sq. ft. of grass was removed (rebates $25,000). After increasing the rebate to $2/sq. ft. in October 2023,133,000 sq. ft. of grass was removed (rebates $240,000).
- **Large Landscape Grass Removal Rebate** – This was a new program beginning October 2023. There were five HOAs that utilized the single-family grass removal rebate in the prior period. Participation in this program increased by 260%, and total grass removed increased by 300%. The prior period (2022-2023), 94,000 sq. ft. of grass was removed (rebates $15,000). After adding a new HOA-specific grass removal program in October 2023, 371,000 sq. ft. of grass was removed (rebates $770,000).
- **Water Efficient Technology Rebate –** This is a new program and there is no prior period for comparison. Water conservation staff conducted outreach to facility managers for all Chandler businesses with cooling towers, offering professional water efficiency evaluations and explained rebate benefits. Staff conducted outreach with all commercial plaza property managers and HOA community managers to educate them on the benefits of installing irrigation efficiency technology, and the benefits of real-time monitoring. Since October 2023, thirteen customers were approved for this rebate ($171,000 rebates issued).

WIFA grants fund both the Large Landscape Grass Removal (LLGR) Rebate and Water Efficient Technology (WET) Rebate. All grant funds ($975,000) for the LLGR rebate have been fully committed as of October 2025. Future LLGR rebates issued must utilize a different funding source, the PW&U rebate budget. There are currently 20 LLGR rebates pending approval due to lack of funding. The WET rebate, also funded by WIFA, has only utilized approximately $300,000 of the $1.5 million awarded. This rebate program has had very low demand and did not meet the WIFA benchmark requirement to spend 50% of the funds by December 2025. The grant agreement will need to be modified to reduce the requested funds, consistent with current expectations and grant benchmarks. Future WET rebates issued after April 2026 must utilize a different funding source, the PW&U rebate budget. The Single-Family Grass Removal (SFGR) Rebate is funded by the PW&U water conservation rebate budget.

Staff recommends extending three water conservation rebate programs and

amending rebate policies to ensure funding availability. Two of these rebate programs are currently funded entirely by WIFA grants and require a different funding source to be continued. Adjusting rebate policies will allow the city to continue all three programs, utilizing the current Public Works and Utilities (PW&U) conservation budget. Policies become effective January 1, 2026.

Recommendations are based on an analysis of program effectiveness over the past two years (October 1, 2023, through October 1, 2025). The recommended policy updates include: 1) Extend the single-family grass removal rebate, reduce the per square foot (sq. ft.) rebate amount from $2.00 to $1.50 and reduce the maximum rebate from $3,000 to $2,000; 2) Extend the large landscape grass removal rebate and reduce the maximum rebate from $75,000 to $20,000; and 3) Extend the water efficient technology rebate, amend the policy to include installation costs, and authorize the city manager to modify Chandler's agreement with WIFA to reduce the funding amount "up to $600,000".

Financial Implications:

All proposed rebate policy updates will be funded by the water conservation operating budget of $418,720 (Water Fund and Cost Center 605.3840).

Attachments

Resolution No. 5951

2025 Residential Grass Removal Rebate Policy

2025 Large Landscape Grass Removal Rebate Policy

2025 Water Efficient Technology Rebate Policy

RESOLUTION NO. 5951

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXTEND AND AMEND THREE WATER CONSERVATION REBATE PROGRAMS; AND FURTHER AUTHORIZING THE CITY MANAGER TO AMEND A GRANT AGREEMENT WITH THE WATER INFRASTRUCTURE FINANCE AUTHORITY.

WHEREAS, the City of Chandler previously established water conservation rebate programs that offer a financial incentive for City of Chandler water utility customers to implement water conservation measures; and

WHEREAS, the City of Chandler seeks to extend and amend the water conservation rebate programs based on program effectiveness and on-going funding availability; and

WHEREAS, the City of Chandler desires to reduce the grant award from the Water Infrastructure Finance Authority ("WIFA") related to the Water Efficient Technology Rebate.

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

Section 1. Approves the extension and amendment of three water conservation rebate programs: (1) Single Family Residential Grass Removal Rebate Program; (2) Large Landscape Grass Removal Rebate Program; and (3) Water Efficient Technology Rebate Program. The revisions to these three water conservation rebate programs replace the previous versions of these programs that were approved by Resolution No. 5723.

Section 2. Authorizes the City Manager to amend or modify its agreement with WIFA to reduce Water Efficient Technology Rebate grant funds to an amount of up to $600,000.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this _____ day of _____, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5951 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY DMG

Single Family Grass Removal Rebate Program (Policy)

Authorized by Resolution No. 5951

ABOUT THE PROGRAM

This rebate program encourages installation of low-water use, drought-tolerant plants (xeriscape) in lieu of grass, thereby creating a permanent reduction in the amount of water applied to landscapes. Effective January 1, 2026.

A rebate is offered for the removal of non-synthetic grass from the landscape and the installation of city-approved low-water-use landscaping. Rebates are calculated based upon the amount of grass removed, the type of replacement landscape installed, and limited to no more than $2,000 per property.

WHO IS ELIGIBLE

Chandler property owners with a corresponding active Chandler water utility account, who irrigate grass landscapes on a consistent basis and meets the program requirements. Areas served by flood irrigation are not eligible.

REQUIREMENTS

- Rebate applications and forms must be filled out and submitted by the property owner. A designated representative may apply for the rebate with written permission from the property owner.
- The project must be completed within 90 days of the Notice to Proceed being issued, unless prior approval is given by the Public Works & Utilities Water Conservation Office.
- The entire front and back yards must be landscaped prior to conversion. Exposed soil in conversion areas must be landscaped. Bare soil is not acceptable.
- A minimum of 500 square feet of existing, living grass area in the landscape must be converted to low-water use landscaping. The 500 square feet minimum may be waived at the discretion of the Public Works & Utilities Water Conservation Office if all remaining grass on the property is removed.
- Plant material in the conversion area must be listed on the Phoenix AMA Low-Water-Use/Drought-Tolerant Plant List and, at typical mature size, **must provide a minimum plant canopy coverage on the property of 50% or more of the landscapable area**. Please email conserve@chandleraz.gov with mature plant size inquiries. If the non-conversion landscape area meets or exceeds 50% plant canopy coverage, the conversion area coverage requirement may be waived at the discretion of the Water Conservation Office.
- Plants must be purchased from a nursery.
- The rebate amount will be determined based on the square footage of grass removal which is converted to xeriscape design. Any landscaped area converted to artificial turf will not qualify for the rebate.
- After conversion, a minimum of 50% of the total landscapable area must be non-grass with plant canopy coverage from plants found on the Phoenix AMA Low-Water-Use/Drought-Tolerant Plant List, with inorganic or organic top dressing. Inorganic top dressing includes gravel, river rock, and decomposed granite. Organic top dressing includes bark, shredded bark, or mulch. If granite top dressing is used, a minimum layer of 2” must be used.
- Non-pervious materials, such as black plastic sheeting, are not permitted in the rebated area.
- No fountains, pools, or other water-intensive features are permitted in the conversion area.
- A final inspection is required if the images provided are not adequate.
- Eligibility only applies to properties replacing grass with low-water use plants. A property currently landscaped without grass will not be eligible for a rebate if the area is redone. New construction is ineligible.
- Applicants must ensure their new landscape design and installation complies with their Homeowners’ Association Covenants, Codes & Restrictions.

GETTING STARTED

- Email or call the Water Conservation Office with any questions prior to completing the rebate application.
- Complete the "Pre-Grass-Removal Notice to Proceed Application" found at chandleraz.gov/WaterConservationRebates
- Upload and submit at least two "before" photos showing the established grass areas from multiple angles with the application.
- Once the application is received, Water Conservation staff will verify the grass removal area measurement. Water Conservation staff will notify the applicant by email if an onsite pre-inspection is required.
    - The rebate is based on the measurement as verified by Conservation staff and will be included in the Notice to Proceed (NtP). Conservation's measurement is the official rebate measurement and is determined using the data submitted and aerial imagery or through an on-site inspection. The rebate is $1.50 per square foot of grass removed with a maximum of $2,000. Rebates are paid in 10 square feet increments, rounding up to the nearest increment.

    - Artificial turf vendor measurements are frequently larger to account for curves and cuts. Conservation rebate measurements are solely for the removal of existing grass.

    - Contact conserve@chandleraz.gov with concerns regarding pre-grass removal measurements. ***Do not*** *overseed, remove grass, or remove a functioning irrigation system until the review is complete, or Conservation's original measurement will stand.*

- Applicant will receive the NtP via email. The NtP notifies of eligibility and the approval to proceed.
- When the landscape conversion is done, complete the "Grass Removal Application."
- Upload and submit the following required documents: at least two photos of the completed landscape from various angles; Selected Plant List; and completed and signed W-9 if the rebate amount on the NtP exceeds $599.
- Grass removal and plant material will be verified at the final inspection.
- If all requirements are met and the rebate is approved, the applicant will receive an email informing of the approval and credit amount to be applied to the utility services account.

The number of rebates awarded each year will depend upon availability of funds. Rebates are awarded in the order applications are received (from the date the completed application is received) on a first come, first served basis. The rebate is not retroactive and does not apply to work completed prior to January 1, 2026.

Visit chandleraz.gov/WaterConservatoinRebates to apply for a rebate. Email questions to the Chandler Water Conservation Office at conserve@chandleraz.gov or call 480-782-3583. To assist citizens with their landscape conversions, free low-water use landscaping and watering resources are available at www.chandleraz.gov/Water.

Notes:

1. *IRS regulations require a single customer receiving rebates totaling $600 or more within the*

calendar year to submit a completed W-9 form to receive rebate payments. Applications missing the required W-9 forms will not be processed. 1099 forms will be mailed to affected customers after December 31 each year. Please contact a qualified tax professional for additional information.

2. ***ARTIFICIAL TURF***
    a. ***Why does the rebate exclude artificial turf?***
    While artificial turf does provide a potential water savings benefit, there are also potential negative environmental impacts. Arizona's intense sun may deteriorate artificial turf more quickly than expected. It is difficult to recycle and often ends up in a landfill where it can cause chemicals or microplastics to escape into the environment, negatively impacting our watershed. Research shows that artificial turf can reach 180 degrees in the summer and contributes to urban heat island effect. Surface temperatures are similar to asphalt pavement during the summer months.
    b. ***Where may artificial turf be beneficial?***
    Artificial turf may be beneficial in difficult-to-water areas such as small, shaded areas where living grass is difficult to grow. Shade trees may be considered to help control heat effects of artificial turf. However, it is important to evaluate whether the location may cause damage to tree trunks and roots.
    c. ***Where may artificial turf not be beneficial?***
    Artificial turf may not be beneficial in areas frequently used by children or pets, especially in large applications without shade, due to the heat effects. Additionally, it may not be beneficial around tree roots or near plants that may be negatively affected by radiant heat, such as saguaros or other cacti. Consider limiting artificial turf in areas where infrastructure may need to be accessed in the future such as drip irrigation lines, underground cables, etc.

City of Chandler Water Conservation

Large Landscape Grass Removal Rebate Program (Policy)

Authorized by Resolution No. 5951

ABOUT THE PROGRAM

This Rebate Program encourages installation of low-water use, drought-tolerant plants (xeriscape) in lieu of grass, thereby creating a permanent reduction in the amount of water applied to landscapes. Effective January 1, 2026.

A single rebate is offered annually for the removal of non-synthetic grass from the landscape and the installation of city-approved low-water use landscaping in its place. Rebates are calculated at 25% of the cost of the landscape replacement project, and is limited to no more than $20,000 per property.

This rebate is solely for landscape conversion and materials. It does not include infrastructure improvements and/or accessories unrelated to grass removal and replacement with low-water use plants and/or top dressing.

WHO IS ELIGIBLE

Chandler Multi-Family, Homeowners' Associations (HOA), and Commercial water utility customers who irrigate grass landscapes on a consistent basis and meet the program requirements. Areas served by flood irrigation are not eligible.

REQUIREMENTS

- Rebate applications and forms must be filled out and submitted by the property owner, account holder, or HOA Board President. A designated representative may apply for the rebate with written permission from the property owner, account holder, or HOA Board President.
- Projects must be complete within 90 days of the Notice to Proceed being issued unless prior approval has been granted by Public Works & Utilities Water Conservation Office.
- The entire property must be landscaped prior to conversion. Exposed soil in conversion areas must be landscaped. Bare soil is not acceptable.
- A minimum of 5,000 square feet of existing, living grass must be converted to low-water use landscaping. The 5,000 square feet minimum may be waived at the discretion of Department if all remaining grass on the property is removed.
- Plant material in the conversion area must be listed on the Phoenix AMA Low-Water-Use/Drought-Tolerant Plant List and, at typical mature size, **must provide a minimum plant canopy coverage of 50% or match the existing density, as determined by the Water Conservation Office.** Email conserve@chandleraz.gov with plant coverage inquiries.
- Existing density of the non-conversion area must include a minimum of 25% plant canopy coverage from plants found on the Phoenix AMA Low-Water-Use/Drought-Tolerant Plant List, with inorganic or organic top dressing. Inorganic top dressing includes gravel, river rock, and decomposed granite. Organic top dressing includes bark, shredded bark, or mulch. If granite top dressing is used, a minimum 2" layer must be used. If artificial turf is used it cannot include sprinkler irrigation or any water-based cooling system.
- Non-pervious materials, such as black plastic sheeting, are not permitted in the rebated area.
- No fountains, pools, or other water-intensive features are permitted in the conversion area.

- A final inspection is required.
- Eligibility only applies to properties replacing grass with low-water use plants. A property already landscaped with low-water use plants will not be eligible for a rebate. New construction is ineligible.
- Applicants must ensure their new landscape design complies with their Master HOA or Property Owners' Association Covenants, Codes & Restrictions.

GETTING STARTED

- Email or call the Water Conservation Office to request a "Pre-Application" meeting prior to completing the rebate application to discuss the project size, scope and feasibility.
- Complete the "Pre-Grass Removal Notice to Proceed Application" found at Chandleraz.gov/WaterConservationRebates
- Upload and submit the following required documents: at least two "before" photos showing the established grass areas from multiple angles; completed and signed W-9, to-scale map/drawing of the conversion plan including a detailed legend listing all low-water use plants to be included in the final design; and project cost estimate/bid.
- Once the application is received, Conservation staff will verify the grass removal area measurements and determine if any areas meet the non-functional grass definition. Conservation will work with the Development Services Department to review the submission for compliance with Chandler's Landscape Ordinance. Installation of artificial turf will be determined on a case-by-case basis which will be discussed during the "Pre-Application" meeting.
- Conservation staff will notify the applicant by email if an onsite pre-inspection is required.
    - The rebate is based on the final paid invoice and non-functional grass measurement(s) as verified by Conservation staff and will be included in the Notice to Proceed (NtP). Conservation's measurement is the official rebate measurement and is determined using the data submitted and aerial imagery or through an on-site inspection.
        - Artificial turf vendor measurements are frequently larger to account for curves and cuts. Conservation rebate measurements are solely for the removal of existing grass.
    - Contact conserve@chandleraz.gov with concerns regarding pre-grass removal measurements. ***Do not*** *overseed, remove grass, or remove a functioning irrigation system until the review is complete, or Conservation's original measurement will stand.*
- Applicant will receive the NtP via email once Conservation and the Development Services Department have agreed on eligibility. Applicant can begin the grass removal project once the NtP is received.
- When the landscape conversion is done, complete the "Grass Removal Application".
- Upload and submit the following required documents: at least two photos of the completed landscape from various angles; copy of the itemized receipt with proof of payment; and to-scale as-built map/drawing if any design changes were made after the NtP.
- Grass removal and plant material will be verified at the final inspection.
- If all requirements are met and the rebate is approved, Applicant will receive an email informing of the approval, and a check will be issued within two billing cycles of the approval.

The number of rebates awarded each year will depend upon availability of funds. Rebates are awarded in the order applications are received (from the date the completed application is received) on a first come, first served basis. The rebate is not retroactive and does not apply to work completed prior to January 1, 2026.

Visit chandleraz.gov/WaterConservatoinRebates to apply for a rebate. Email questions to the Chandler Water Conservation Office at conserve@chandleraz.gov or call 480-782-3583. To assist citizens with their landscape conversions, free low-water use landscaping and watering resources are available at www.chandleraz.gov/Water.

Note: IRS regulations require a single customer receiving rebates totaling $600 or more within the calendar year to submit a completed W-9 form to receive rebate payments. Applications missing the required W-9 forms will not be processed. 1099 forms will be mailed to affected customers after December 31st each year. Please contact a qualified tax professional for additional information.

City of Chandler Water Conservation

Water Efficient Technology Rebate Program (Policy)

Authorized by Resolution No. 5951

ABOUT THE PROGRAM

Rebates of up to $10,000 are available to Chandler Multi-Family, Homeowners' Associations (HOA) , and Commercial water utility customers that install qualifying technologies that improve water efficiency. The rebate is limited to 50% of the cost up to $10,000, including installation (excluding taxes). These devices must provide high-resolution data and real-time alerts that improve water management, reduce water loss, and increase overall water savings; or technology proven to result in a permanent reduction in water use. Effective January 1, 2026.

WHO IS ELIGIBLE

Chandler water utility customers with a Multi-family, HOA, or Commercial account. Applicant must be the property owner or the party legally responsible for the utility bill.

QUALIFYING TECHNOLOGY

1. **Remote read cooling tower controllers.** These should integrate with software that show proof of real-time usage alert capabilities to appropriate caretaker(s).
2. **Water usage and leak monitoring and associated technology.** May include hardware or software for a water usage and/or leak monitoring service but will not include ongoing monitoring subscription fees or software costs.
3. **Submeters and associated technology.** The size and number of qualifying submeters will be based on the scope of the project (e.g. number of residential units on the property or number of specialized water-using equipment such as cooling towers).
    a. Submetering projects must have a centralized monitoring component with real-time reads and usage alert capabilities. Systems that rely on occasional or non-automated monitoring are not eligible (e.g. manual reads).
    b. Permanent (in-line) submeters must meet or exceed American Water Works Association and National Sanitation Foundation/American National Standards Institute (NSF/ANSI 61) standards.
    c. Chandler recommends customers interested in submeters to interview submetering companies and/or find an appropriate software to read and manage the submetering network. Chandler does not have a recommended provider list.
4. Irrigation control system with controller, master valve, and flow sensor. Controller must have automated leak shut-off capabilities, flow monitoring, alerts, and associated technology.
5. Unlisted/other water management and efficiency technology may qualify if it incorporates the following elements:
    a. Must be a piece of technology or part of a technological system that is designed to track or monitor water use for a specific piece of equipment or unit that is part of a commercial facility.
    b. Must incorporate a platform to view water consumption and usage alerts or the ability to tie into an existing building management or similar system as appropriate.

REQUIREMENTS

- Water Efficient Technology applicants are eligible to receive no more than two rebates in a single calendar year.
- Purchase and installation must occur within 90 days of the Notice to Proceed being issued.
- Rebate applications must be completed and submitted by the property owner or a legally responsible party. A designated representative may apply for the rebate with written permission from the property owner or HOA Board President.
- Complete and submit the “Water Efficient Technology Application for Notice to Proceed” with the following required documents uploaded: completed and signed W-9; written statement of intent including expected water savings; scope of work; and project cost estimate/bid.
- Once the application and required documents are received, Water Conservation staff will evaluate the project which may require on-site, phone, or virtual meetings depending on the scope of the project. The project must show a reasonable water savings/efficiency benefits and is subject to Conservation's approval.
- Upon completion, the following required documents must be provided: two photos of the installation; itemized receipt of purchase, and proof of payment (copy of the check or credit card statement).
- Conservation will schedule and final inspection of the installed device(s) and/or building management system setup, device dashboards, or monitoring process(es) to confirm the device(s) is active.
- Applicants agree to participate in Chandler's Large Landscape Water Efficiency Program if applicable. Contact the Water Conservation Office at conserve@chandleraz.gov or **480-782-3580** for assistance. Rebate applications and information available at www.chandleraz.gov/rebates.

The number of rebates awarded each year will depend on availability of funds. Rebates are awarded in the order completed applications are received, on a first come, first served basis.

Note: IRS regulations require a single customer receiving rebates totaling $600 or more within a calendar year, to submit a completed W-9 form to receive rebate payments. Applications missing the required W-9 forms will not be processed. 1099 forms will be mailed to affected customers after December 31st each year. Please contact a qualified tax professional for additional information.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** UA26-070

Date: November 10, 2025
To: Mayor and Council
Thru: John M. Pombier, Acting City Manager
Dawn Lang, Deputy City Manager | CFO
Jeremy Abbott, Acting Public Works and Utilities Director
From: Simone Kjolsrud, Water Resources Manager
Subject: Resolution No. 5959, Approving a Sustainable Water Service Agreement with Digital 2121 Realty South Price, LLC

Proposed Motion:

Move City Council pass and adopt Resolution No. 5959, approving a Sustainable Water Service Agreement between Digital 2121 South Price, LLC, a Delaware Limited Liability Company, and the City of Chandler allocating Tier II and Tier III water for a data center located at 2121 S Price Road.

Background:

Digital 2121 South Price, LLC (Digital Realty), a data center located at 2121 S Price Road, made improvements to this property and began operating a data center at this location prior to Chandler's adoption of the Sustainable Water Allocation Policy.

In May 2015, City Council adopted Chandler's Sustainable Water Allocation Policy, Ordinance No. 4634, to assist the city in maintaining a sustainable water supply for existing and future water users. The ordinance allocates Chandler's water resources on a three-tier basis. Tier I water is the base allotment that is expected to meet the water needs of the majority of new water users. If additional water is needed beyond the Tier I water allotment, the city may allocate Tier II or Tier III water. An allocation of Tier II water may be made available to projects that are consistent with Chandler's strategic goals. If a development needs more water than allocated by Tier I and II, Tier III water can be available for purchase. The existing use for a property with water use that exceeds the Tier I base allocation prior to May 2015 will be grandfathered with a Tier II allocation.

Digital Realty is planning an expansion, adding new cooling tower capacity to the Plant 4 section of the building. The Plant 4 expansion will allow the property to fully utilize the existing 548,524 square foot building by installing four new cooling towers and chillers. Under the terms of this agreement, the property is limited to 414,643 gallons per day (gpd) of water, consisting of 63,080 gpd of Tier I water, 234,172 gpd of Tier II water, and 116,391 gpd of Tier III water, based on a rolling three-year average of water use. The city has agreed to a volume of 297,252 gpd, the combined Tier I and Tier II allocation, that is considered grandfathered use prior to the adoption of Ordinance No. 4634. Digital Realty has requested a Tier III allocation of 116,391 gpd to support the Plant 4 expansion. Digital Realty agrees to pay up to $8,474,050 for Tier III water. The city will acquire a 100-year water supply of 13,037 acre feet of long-term storage credits (LTSCs) for the Plant 4 expansion, as well as own and control these LTSCs and use them to deliver water to the property.

Financial Implications:

Digital Realty will deposit the sum of $8,474,050 for the purpose of the city acquiring Tier III water for delivery to the property.

Attachments

Resolution No. 5959

Exhibit A - Sustainable Water Service Agreement

RESOLUTION NO. 5959

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A SUSTAINABLE WATER SERVICE AGREEMENT BETWEEN DIGITAL 2121 SOUTH PRICE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND THE CITY OF CHANDLER ALLOCATING TIER II AND TIER III WATER FOR A DATA CENTER LOCATED AT 2121 S. PRICE ROAD.

WHEREAS, Chandler City Code Chapter 52-45(A) limits all new potable water uses within the city to those that will not exceed the then-existing Tier I Water Use Allocation adopted by the city council; and

WHEREAS, Digital 2121 South Price, LLC a Delaware limited liability company ("Owner") holds owns property located at 2121 S. Price Road in Chandler, Maricopa County, Arizona on which it operates a data center (the "Property"); and

WHEREAS, Owner desires to further improve the Property and expand its water use; and

WHEREAS, Owner's current and proposed Water usage exceeds the current Tier I Water Use Allocation for the Property; and

WHEREAS, Owner has filed a Sustainable Water Service Application under Chandler City Code, Chapter 52, Article VI and the Director of Public Works and Utilities has determined that the Property is eligible for a Tier II and Tier III Water Use Allocation subject to certain terms and conditions as set forth in the Sustainable Water Service Agreement attached as Exhibit "A";

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

Section 1. Approving the terms and conditions of the Sustainable Water Service Agreement attached as Exhibit "A" to this Resolution and incorporated herein by reference (the "Agreement").

Section 2. Authorizing the Mayor of the City of Chandler to execute the Sustainable Water Service Agreement on behalf of the City of Chandler.

Section 3. Consistent with the terms set forth in the Agreement, the Property shall be limited to no more than 414,643 gallons per day ("gpd") of water consisting of 63,080 gpd of Tier I Water, 234,172 gpd of Tier II Water, and 116,391 gpd of Tier III Water based on a rolling three-year average of water use.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of November, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5959 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibit “A”

Sustainable Water Service Agreement

When recorded, return to:

Chandler City Clerk
P. O. Box 4008, MS 606
Chandler, AZ 85244-4008

SUSTAINABLE WATER SERVICE AGREEMENT

This Sustainable Water Service Agreement ("Agreement"), effective on the ___ day of _____, 2025 (the "Effective Date"), is entered into by and between the City of Chandler, an Arizona municipal corporation ("City") and Digital 2121 South Price, LLC, a Delaware limited liability company, ("Owner"). This Agreement may refer to City and Owner individually as a "Party" or collectively as the "Parties".

RECITALS

A. Owner owns property located at 2121 S. Price Road in Chandler, Maricopa County, Arizona, as legally described in the attached **Exhibit "A"** (the "Property").

B. In 2015, Owner completed improvements on the Property and is operating a data center on the Property.

C. Owner desires to further improve the Property and expand its water use.

D. Chandler City Code Chapter 52-45(A) limits all new Water uses within the city to those that will not exceed the then-existing Tier I Water Use Allocation adopted by the city council.

E. Owner's current and proposed Water usage exceeds the current Tier I Water Use Allocation for the Property.

F. Owner has filed a Sustainable Water Service Application, and the Director of Public Works & Utilities has determined that the Property is eligible for a Tier II and a Tier III Water Use Allocation subject to the terms and conditions of this Agreement.

G. The Chandler City Council has authorized the delivery of Tier II Water to the Property subject to the terms and conditions of this Agreement.

H. The Chandler City Council has authorized the acquisition and delivery of Tier III Water to the Property subject to the terms and conditions of this Agreement.

WHEREFORE, the Parties agree as follows:

AGREEMENT

1. The foregoing recitals are incorporated by reference into this Agreement.

2. Capitalized words or phrases not specifically defined in this Agreement shall have the same meaning provided under Chandler City Code Chapter 52, Article VI. In any conflict between this Agreement and Chandler City Code, the provisions of this Agreement shall control.

3. The Parties agree that Owner's current water use averages 334 acre-feet per year (af/yr).

4. City agrees to allocate 235,172 gallons per day (gpd) of Tier II Water to the Property.

5. Within 30 days of the Effective Date, Owner shall deposit the sum of $8,474,050 with the City for the purpose of acquiring Tier III Water to be allocated to the Property. City shall not use the funds deposited by Owner for any other purpose and shall reimburse Owner any funds remaining after completing acquisition of the Water as provided in this Agreement.

6. City agrees to acquire 13,037 af of long-term storage credits for a 100-year supply of Tier III Water to be allocated to the Property at a price not to exceed $650 per af. City shall use its best efforts to secure the best price per acre-foot. City shall own and control the long-term storage credits acquired under this Agreement but shall use them to deliver Tier III Water to the Property.

7. The Property shall be limited to no more than 464.4 af/yr (414,643 gpd) of Water consisting of 63,080 gpd of Tier I Water, 235,172 gpd of Tier II Water, and 116,391 gpd of Tier III Water based on a rolling three-year average of water use ("Maximum Water Use").

8. Penalties for an exceedance of the Maximum Water Use at the Property shall be as provided under Chandler City Code Chapter 52, Article VI.

9. In addition to the penalties provided under Chandler City Code Chapter 52, Article VI, Owner shall pay a penalty of $10,000 for each acre-foot by which Owner exceeds the Maximum Water Use at the Property. Such penalty shall be due and payable within 90 days of City's delivery of a notice of exceedance to Owner.

10. In addition to the penalties provided under Chandler City Code Chapter 52, Article VI and Section 6 of this Agreement, upon three or more annual exceedances of the Maximum Water Use at the Property within any five-year period, City shall have the right to terminate the Property's Tier III allocation upon 60 days' written notice to Owner. Upon termination, the allocation of Tier III Water to the Property shall be forfeited in its entirety and the Property will be limited to its Tier I and Tier II Water Use Allocation. Penalties for exceedance of the Property's Tier I and Tier II Water Use Allocation shall be as provided in this Agreement.

11. Owner agrees to pay all applicable fees and charges associated with City's delivery of Water to the Property, and to comply with the provisions of Chandler City Code Chapter 52 for the design, permitting, installation, and inspection of the water meter and other infrastructure necessary for City to deliver Water to the Property.

12. The Tier II Water Use Allocation provided for in this Agreement shall be valid for a period of 100 years from the Effective Date. The Tier II Water Use Allocation may not be transferred or assigned to another Owner without the written approval of City; however, Owner may transfer or assign the rights and obligations under this Agreement to a corporate subsidiary or affiliate upon written notice to City. Owner shall remain liable for the performance of Owner's obligations under this Agreement following any transfer or assignment that is made without City's written approval.

13. The Tier III Water Use Allocation provided for in this Agreement shall be valid for a period of 100 years from the Effective Date. The Tier III Water Use Allocation may not be

transferred or assigned to another Owner without the written approval of City; however, Owner may transfer or assign the rights and obligations under this Agreement to a corporate subsidiary or affiliate upon written notice to City. Owner shall remain liable for the performance of Owner's obligations under this Agreement following any transfer or assignment that is made without City's written approval.

14. Nothing in this Agreement alters the penalties for violation of any other provision of City Code relating to water usage nor does this Agreement alter the penalties for nonpayment of Water delivery charges.

15. In the event of any default under this Agreement, the Parties shall have all remedies available at law or in equity. The prevailing Party in any legal dispute under this Agreement, except an enforcement action under Chapter 52, Article VI, shall have the right to recover its reasonable attorneys' fees and costs. No waiver shall arise out of any Party's failure to enforce its rights under this Agreement.

16. A Party shall not be considered in default in the performance of its obligations under this Agreement (other than the obligation to make payments when due) if the failure to perform is due to any of the following circumstances beyond the reasonable control of the affected Party: failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance of disobedience, labor dispute, action or non-action by or failure to obtain necessary authorizations or approvals from any governmental agency, or restraint by court order, law, or regulation, which the affected Party is not able to overcome by exercise of due diligence. A Party unable to perform by reason of such an uncontrollable circumstance shall notify the other Party and shall exercise due diligence to resolve the uncontrollable circumstance with all reasonable speed.

17. The person signing on behalf of Owner represents and warrants that they are duly authorized to enter into this Agreement and empowered to bind Owner to this Agreement.

18. This Agreement shall be governed by and construed under the laws of the State of Arizona.

19. In the event that any phrase, clause, sentence, paragraph, or other portion of the Agreement shall be illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law and the Parties will negotiate diligently in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

20. All notices, demands or other communications given under this Agreement shall be in writing and shall be deemed to have been delivered upon personal delivery or as of the third business day after mailing by United States Certified Mail, postage prepaid, return receipt requested, addressed as follows:

To City: Director of Public Works & Utilities
P. O. Box 408, MS 905
Chandler, AZ 85244-4008

Copy to: City Attorney
City of Chandler
P. O. Box 4008, MS 602
Chandler, Arizona 85244-4008

To Owner: General Counsel's Office
2323 Bryan St., Suite 1800
Dallas, TX 75201
legalnotices@digitalrealty.com

Copy to: Snell & Wilmer
W. Staudenmaier
One E. Washington St., Suite 2700
Phoenix, AZ 85004-2556
wstaudenmaier@swlaw.com

A Party may change its address for receipt of notice by providing written notice as provided in this Section.

21. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of the Agreement. This Agreement may not be amended except in a writing signed by the Parties.

22. City shall record this Agreement in the Records of the Maricopa County Recorder.

23. This Agreement is subject to cancellation for conflict of interest under A.R.S. § 38-511.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date written above.

CITY OF CHANDLER,
an Arizona municipal corporation

By:_____
Mayor Kevin Hartke

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
(Asst.) City Attorney

2121 South Price, LLC, a Delaware limited liability company

By: _____
Crystal Delany
Vice President – Portfolio Management Group

STATE OF Texas)
) ss.
County of Travis)

SUBSCRIBED and sworn to before me this 31st day of October, 2025, by Crystal Lie Delany in their capacity as Vice President - Portfolio Management of 2121 South Price, LLC, a Delaware limited liability company.

_____
Notary Public

Seal:

ISAIAS CARLOS VAZQUEZ
My Notary ID # 135513080
Expires April 29, 2029

EXHIBIT A

Legal Description

A portion of the Northeast quarter of the Northwest quarter of Section 7, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the North quarter corner of said Section 7;

Thence South 00 degrees 30 minutes 57 seconds West (an assumed bearing), along the East line of the Northeast quarter of the Northwest quarter of said Section 7, a distance of 33.00 feet, to the POINT OF BEGINNING;

Thence continuing South 00 degrees 30 minutes 57 seconds West, a distance of 1,284.00 feet, to the Southeast corner of the Northeast quarter of the Northwest quarter;

Thence North 89 degrees 59 minutes 54 seconds West, along the South line of the Northeast quarter of the Northwest quarter of said Section 7, a distance of 1,257.53 feet, to the East line of the West 65.00 feet of the Northeast quarter of the Northwest quarter of said Section 7;

Thence North 00 degrees 30 minutes 03 seconds East, along the East line of the West 65.00 feet of the Northeast quarter of the Northwest quarter of said Section 7, a distance of 1,247.56 feet;

Thence North 45 degrees 15 minutes 05 seconds East, a distance of 28.41 feet;

Thence East, along the South line of the North 50.00 feet of the Northeast quarter of the Northwest quarter, a distance of 115.43 feet;

Thence North, a distance of 17.00 feet, to the South line of the North 33.00 feet of the Northeast quarter of the Northwest quarter of said Section 7;

Thence East, along the South line of the North 33.00 feet of the Northeast quarter of the Northwest quarter of said Section 7, a distance of 1,122.59 feet, to the POINT OF BEGINNING;

EXCEPTING therefrom:

The South 500 feet of the Northeast quarter of the Northwest quarter of said Section 7.

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP26-045

Date: November 10, 2025
To: Mayor and Council
Thru: John M. Pombier, Acting City Manager
Dawn Lang, Deputy City Manager | CFO
Jeremy Abbott, Public Works and Utilities Acting Director
Daniel Haskins, Capital Projects Division Manager
From: Ivan Magana, Engineer
Subject: Construction Services Agreement with Salt River Project, for the Lindsay Road Improvements, Ocotillo Road to Hunt Highway, Underground Conversion of Electric Distribution Lines

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Proposed Motion:

Move City Council award Construction Services Agreement No. ST2001.512, Salt River Project (SRP) Contract No. 4225674, with SRP, for the Lindsay Road Improvements, Ocotillo Road to Hunt Highway, Underground Conversion of Electric Distribution Lines, in an amount not to exceed $664,944.12.

Background/Discussion:

The Lindsay Road Improvements Project consists of widening the roadway to include two through lanes in each direction from Ocotillo Road to Hunt Highway. This project will include turn lanes, bike lanes, raised landscaped medians, curb and gutter, sidewalk, American Disability Act upgrades, traffic signal upgrades, LED streetlights, storm drainage, and wet/dry utility improvements. As part of the project, SRP 12 kilovolt (kV) distribution lines will be undergrounded throughout the project area. The project scope of work to be performed by SRP includes the installation of pad-mounted devices, 12 kV conductors, and risers.

Evaluation:

SRP will self-perform the associated work with the City of Chandler, providing the trench, conduit, backfill, and restoration. The city is required to reimburse SRP for all associated costs to relocate its facilities.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
415.3310.6517.6ST693	Impact Fees	Lindsay Rd(Ocotillo Rd to Hunt Hwy)	$664,944.12	Y

Attachments

Agreement - SRP
Location Map

Construction Services Contract
(Municipal – Distribution)

Customer Improvements
SRP XCT-341
P.O. Box 52025
Phoenix, AZ 85072-2025

Contract #: 4225674
Issue Date: 09/30/2025

ATTN: IVAN MAGANA
CITY OF CHANDLER

SRP Contact: Alonso Rodriguez Valero
Contact Phone: 602-236-3311
Contact Fax:

The Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (SRP), and CITY OF CHANDLER, a municipal corporation organized and existing under the laws of the State of Arizona, (Municipality) enter into this contract (Contract) for the construction of electrical facilities for the following Municipality project (Project):

Project:	CUS UE CH BA LINDSAY RD UG CONV	**Work Order #:**	T3445714
Location:	LINDSAY RD, CHANDLER	**Municipality Job #:**	ST2001.201

Municipality acknowledges that it previously entered into a design services contract with SRP for the Project. Municipality now desires SRP to proceed with construction of the Project in accordance with the design drawings delivered by SRP pursuant to the design services contract.

This Contract includes the attached Terms and Conditions and describes the general obligations of SRP and the Municipality. Except as otherwise specifically provided in this Contract, any changes, amendments or modifications to this Contract shall be in writing and shall be signed by both parties. In consideration of the work to be performed by SRP, Municipality shall pay SRP the following non-refundable fees:

CIAC Fee:	$664,944.12
Comments:	**SCOPE** a. SRP voluntarily agrees to use commercially reasonable efforts to comply with the Buy America Act. b. If SRP is unclear regarding its obligations under this provision, SRP may seek clarification from the City of Chandler by giving the City of Chandler written notice of inquiry as soon as reasonably practicable after discovery of the issue. Such requests are limited to only (i) the items SRP cannot find a source to make a qualifying Buy America purchase, (ii) items that SRP can find a source to make a qualifying Buy America purchase, but the lead time for such purchase may unreasonably impact the Project Schedule, and (iii) SRP is unable in good faith to determine whether the Buy America requirements apply to a particular item. the City of Chandler will respond to the inquiry in writing within 5 working days. the City of Chandler's response will include the City of Chandler's recommendation to SRP on how to proceed, but the City of Chandler will not direct SRP's activities. SRP shall not be responsible for delays in performance to the extent caused by the City of Chandler's recommendations or delays in the City of Chandler providing such recommendations. c. As soon as practicable following the execution of this Agreement, SRP will provide to the City of Chandler a list of materials that do not comply with Buy America and an estimated cost of purchasing such materials. the City of Chandler will acknowledge receipt of this statement, but will not make judgment as to the validity of the statement. d. the City of Chandler agrees, if it is determined that materials used are not in compliance with Buy America requirements, the maximum SRP liability will be no more than 150 percent of the price attributable to the materials that are not in compliance with Buy America requirements; provided, however, that if SRP has sought clarification of the material requirement under the provisions of paragraph (b) above, and has followed the City of Chandler's written recommendations, SRP shall have no liability. e. the City of Chandler understands that SRP's compliance with the Buy America Act may result in longer lead times for ordering materials, vendor-prescribed minimum purchase quantities, and higher material costs. SRP will pass on to the City of Chandler any additional costs it incurs as a result of SRP's compliance with the Buy America Act, and SRP will not be liable for schedule delays caused by longer lead times. f. SRP shall not be responsible for delays caused by changes in the Project Design made by or at the direction of the City of Chandler.

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until Municipality (i) signs and returns this Contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the fees set forth above, (iv) provides SRP the approved City permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all of the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes Municipality's authority in connection with the Project. If Municipality is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, Municipality shall be responsible for paying additional costs of the redesign work. If Municipality changes the Project, or if there is any change to the information regarding the

Project provided by Municipality and relied upon by SRP, SRP will charge Municipality and Municipality shall pay for any additional costs incurred by SRP, including but not limited to redesign and engineering costs.

SRP's delivery of this Contract to Municipality constitutes an offer to perform the construction services on the terms and conditions set forth in this Contract. Municipality may accept this offer by signing this Contract (with no additions, deletions or modifications) and returning it to SRP. This offer shall expire if Municipality has not signed and returned this Contract to SRP within 120 day of the date first set forth above. If the Contract is terminated, Customer may request in writing that SRP reschedule the Project, in which case, SRP may require a complete redesign, as well as a recalculation and repayment by Customer of CIAC. No credits will be offered for prior design or construction work performed by SRP to the extent such prior work is not part of the scope of the revised design or construction work.

Further, if the Customer does not execute this contract within ninety (90) days, SRP reserves the right to revise the CIAC Fee and issue an updated contract. In addition, delays in the execution of the contract may cause construction delays.

Municipality understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to sign this Contract on behalf of Municipality.

For Municipality:

Authorized Signature: Daniel Haskins Date: October 15, 2025

Printed Name: Daniel Haskins Title: CIP City Engineer

For SRP:

Authorized Signature: _____ Date: _____

Printed Name: Clifton Rains Title: SENIOR MANAGER DISTRIBUTION DESIGN DIVISIONAL

Terms and Conditions

1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract. The Rules and Regulations can be found at www.srpnet.com and are on file at the principal offices of SRP.
2. SRP shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the SRP Rules and Regulations and SRP construction specifications and practices.
3. Municipality shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the Municipality Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the Municipality facilities may be used with SRP's facilities.
4. Before beginning construction, Municipality shall provide SRP executed originals of the Contract, all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. Municipality understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until Municipality has provided all such easements. Municipality, at all times, shall permit SRP to access and maintain any SRP electric facility on Municipality property.
5. Municipality shall require that any construction work performed by Municipality or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the SRP Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.
6. Municipality shall secure all required State, County, and local permits and approvals.
7. If Municipality decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("Municipality Work"), then all Municipality Work shall conform to SRP's standards, and Municipality shall permit SRP to inspect, at any time, any Municipality Work or Municipality-provided facility. If Municipality decides to provide surveying, then Municipality shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and Municipality shall forward all results of survey to SRP for review and approval. If, at the time of inspection, there are no offset stakes to enable SRP to verify that the facilities are installed within the easements granted to SRP, SRP's Survey Department will reset the offset staked at Municipality's expense. Any inspection by SRP shall not be deemed an approval of any Municipality-provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
8. SRP shall not be responsible for, and Municipality shall indemnify, defend and hold harmless SRP and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorney's fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to Municipality's performance of the Municipality Work, including without limitation Municipality's breach of its obligations under this Agreement or Claims arising out of the performance of Municipality Work.
9. Prior to SRP's installing any electric facility, the Municipality shall install all water and sewer facilities and backfill. Municipality shall not install any curb, sidewalk, paving, or any conflicting foundation within the Project boundaries until SRP completes the installation of the electric facilities. Municipality shall and hereby does release SRP from any loss, damage, liability, cost, or expense incurred by Municipality arising out of (i) any delay by SRP in performing or completing its work or inspecting any Municipality Work or (ii) any loss or damage to any installation prohibited by this Section 9, even if such damage was caused by the negligent or intentional act or omission of SRP.
10. Municipality shall permit SRP to inspect, at any time, any Municipality provided facility. Any inspection by SRP shall not be deemed an approval of any Municipality provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
11. Municipality, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to Municipality requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey.
12. If Municipality's load grows to a total coincident demand of 6,740 kVA or greater, but less than 11,800 kVA, the load will be served from at least one dedicated SRP feeder circuit or a substation dedicated to serve only Municipality. Any dedicated feeder circuit(s) or substations shall be provided by SRP at the sole expense of Municipality. Notwithstanding the foregoing, Municipality may elect to provide its own substation at Municipality's sole expense. Any dedicated substation, whether provided by SRP or Municipality, shall be owned, operated, and maintained by Municipality or its agents at Municipality's sole expense. This Contract shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and Municipality agree that any action, suit, or proceeding arising out of or relating to this Contract shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, SRP and Municipality hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Contract.
13. The title to all work performed by SRP, or performed by Municipality at SRP's request and accepted by SRP, shall remain with SRP at all times.
14. Municipality shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling SRP Inspection Scheduling.
15. SRP's summer outage moratorium from May through September may result in delay in completing this Project.
16. This Contract is subject to A.R.S Section 38-511.

Docusign Envelope ID: 459EE89F-1A12-4501-A9D6-555EE485C9A1

Council date:	**NOVEMBER 13, 2025**
City Project No.:	**ST2001.512**
City Project Name**:**	**LINDSAY ROAD IMPROVEMENTS (OCOTILLO ROAD TO HUNT HIGHWAY)**
SRP Project Name:	**CUS UE CH BA LINDSAY RD UG CONV**
SRP Contract No.:	**4225674**
SRP Work Order No.:	**T3445714**
Job Location:	**LINDSAY RD, CHANDLER**
Amount:	**$664,944.12**

ADDITIONAL TERMS AND CONDITIONS:

- This Agreement is subject to A.R.S. 38-511

For Customer (City of Chandler):

Mayor Signature: _____

Authorized Signature: Daniel Haskins Date: October 15, 2025

Printed Name: Daniel Haskins, P.E.

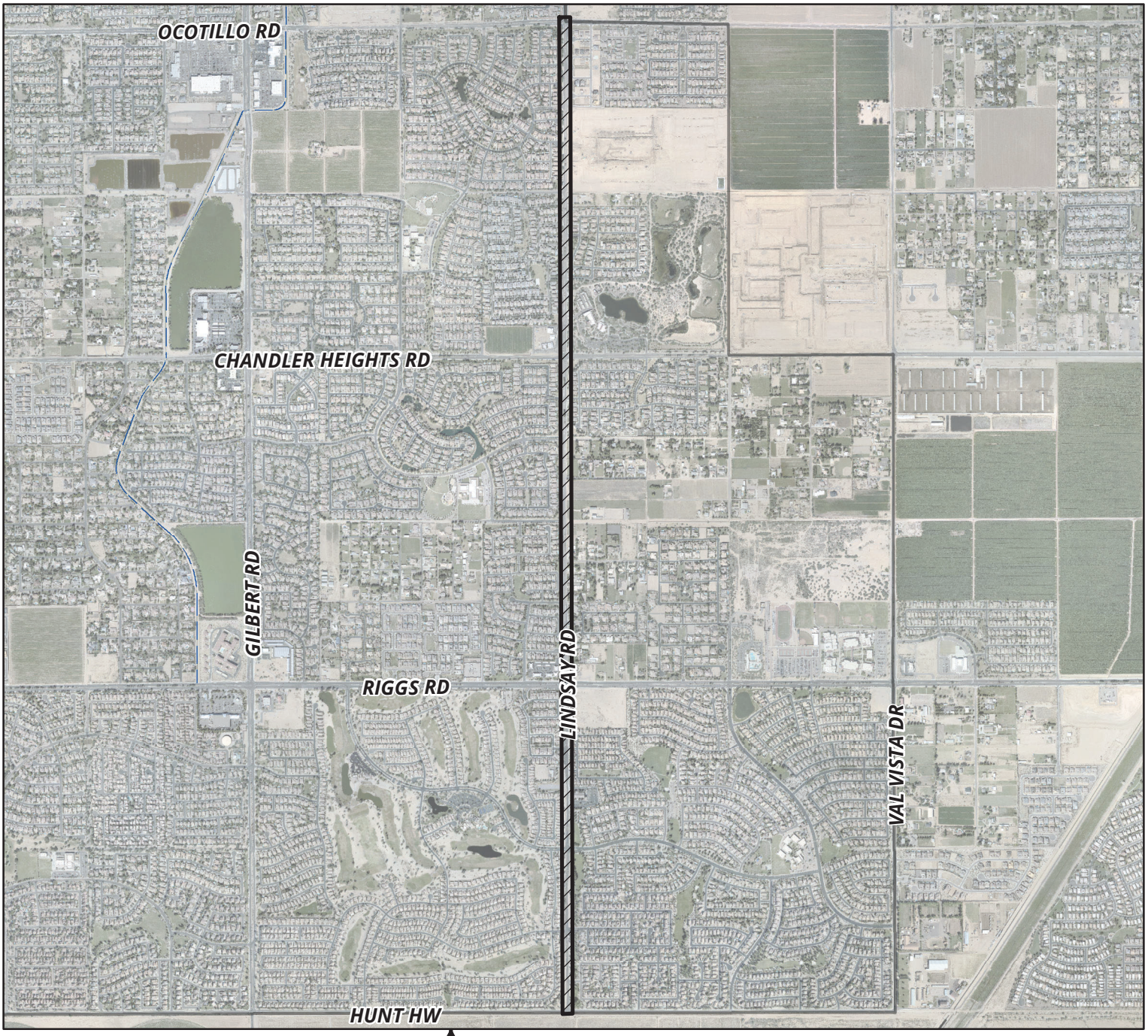
Title: CIP City Engineer

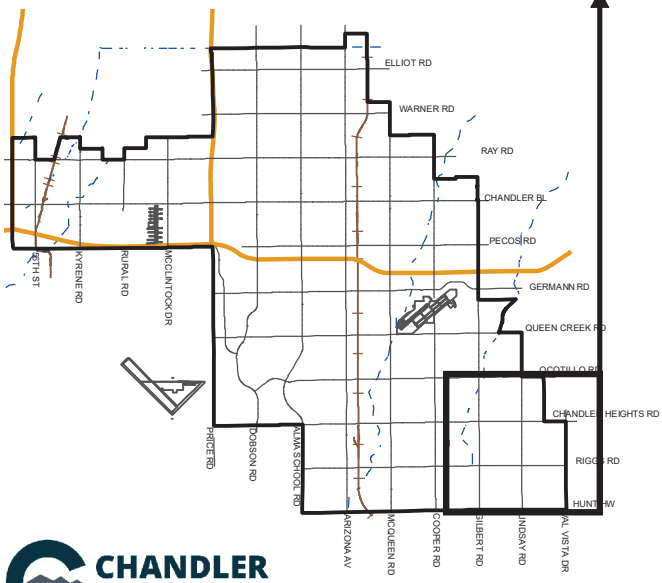
Approved as to Form: _____

City Attorney JMB

Attest: _____

City Clerk Seal





LINDSAY ROAD IMPROVEMENTS (OCOTILLO ROAD TO HUNT HIGHWAY) PROJECT NO. ST2001.512

PROJECT SITE

CHANDLER arizona

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CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-027

Date: November 10, 2025
To: Mayor and Council
Thru: John M. Pombier, Acting City Manager
Leah Powell, Deputy City Manager
Kevin Mayo, Acting Development Services Director
From: Taylor Manemann, City Planner
Subject: ANX25-0004 Annexation - The Southeast Corner of Appleby Road and the Union Pacific Railroad including Certain Union Pacific Rights-of-Way
Request: Annexation Public Hearing, approximately 32.02 acres located at the southeast corner of Appleby Road and the Union Pacific Railroad including certain Union Pacific Rights-of-way.
Location: The Southeast Corner of Appleby Road and the Union Pacific Railroad including Certain Union Pacific Rights-of-Way
Applicant: Michael Prefling

Background Data:

- Located at the southeast corner of Appleby Road and the Union Pacific Railroad including certain Union Pacific Rights-of-way
- This annexation includes six (6) parcels located in Maricopa County for a total area of approximately 32.02 acres to be annexed
- One (1) parcel is located at the southeast corner of Appleby Road and the Union Pacific Railroad and is zoned Planned Light Industrial Zoning District (IND-2) within Maricopa County
- The remaining five (5) parcels are part of the Union Pacific Railroad and are zoned RU-43 within Maricopa County
- Upon annexation, the initial City Zoning will be Planned Industrial District (I-1) for the parcel located at the southeast corner of Appleby Road and the Union Pacific Railroad
- Upon annexation, the initial City Zoning will be Agricultural District (AG-1) for the five (5) Union Pacific Railroad parcels
- The applicant plans to develop the site in order to accommodate a new prefabricated truss manufacturing site. This proposal will be reviewed through

an Administrative Design Review (ADR) upon annexation into the City of Chandler

Surrounding Land Use Data:

North	Appleby Rd, then RU-43 (unincorporated Maricopa County)	**South**	RU-43 (unincorporated Maricopa County)
East	IND-2 (unincorporated Maricopa County)	**West**	PAD for Single-Family Residential and PAD for Multi-Family, then Arizona Ave

General Plan and Area Plan Designations:

General Plan	Employment/Chandler Airpark Growth Area
Airpark Area Plan	Industrial

Utility Service:

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.

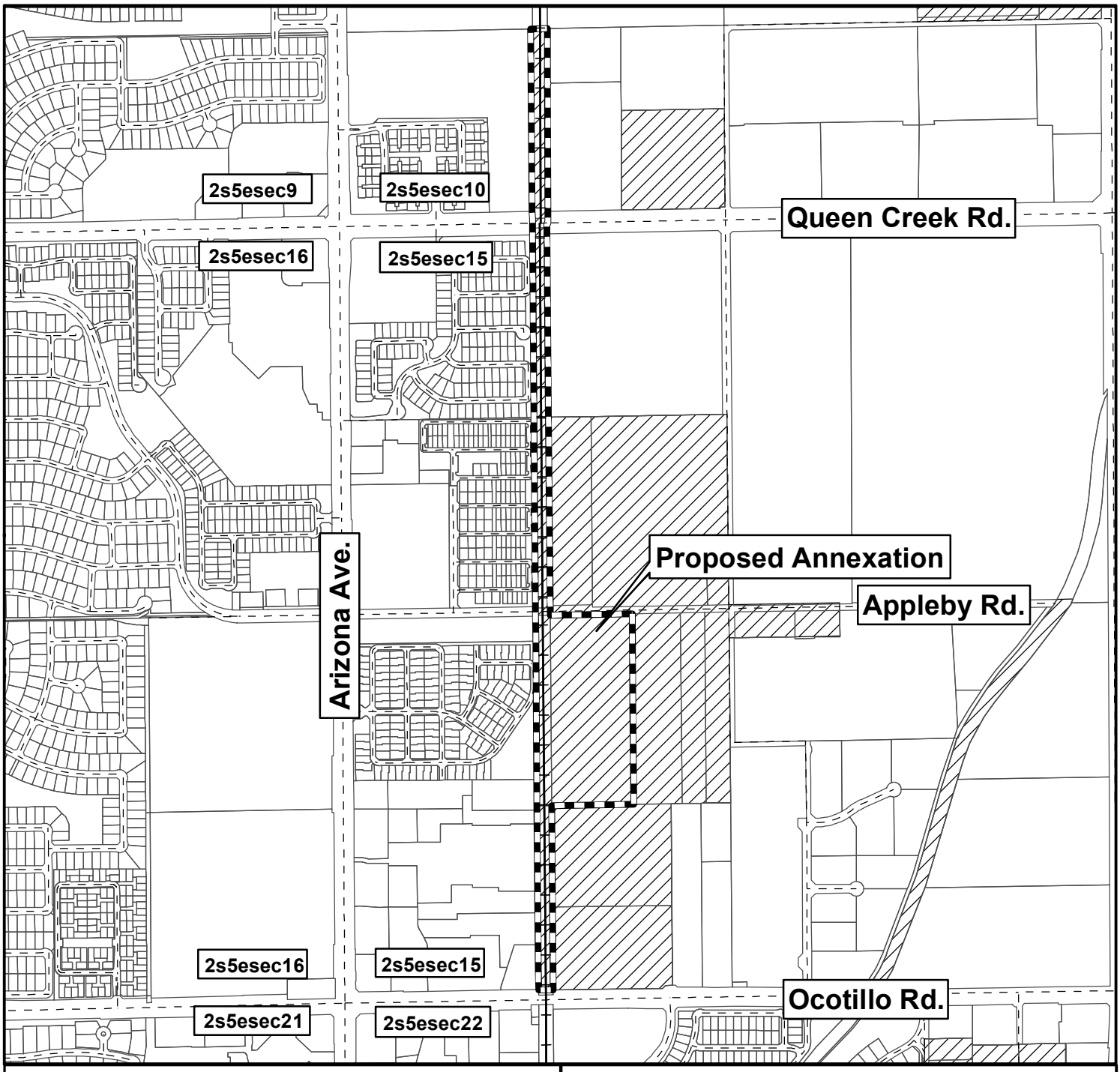
Mayor's Statement

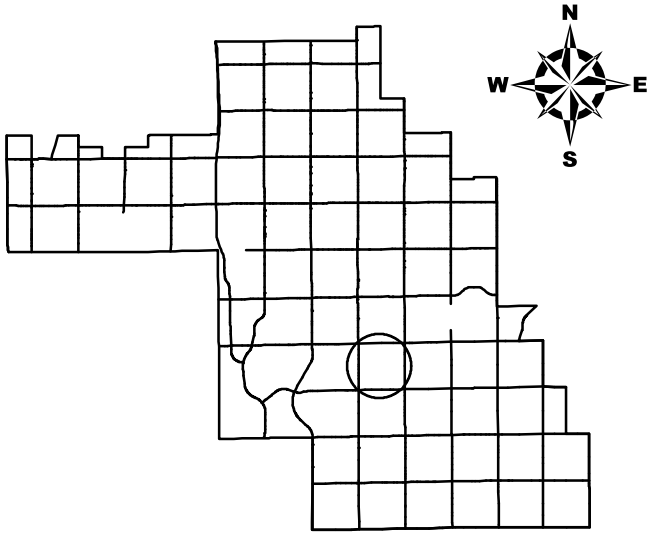
The Public Hearing regarding the proposed annexation is now open for comment.

Attachments

Vicinity Maps

Legal Description





City of Chandler 9/26/2025

Annexation Map

Ordinance No. ????

Proposed Annexation

East of the Southeast Corner of Appleby Road and the Union Pacific Railroad including Certain Union Pacific Railroad Rights-of-Way

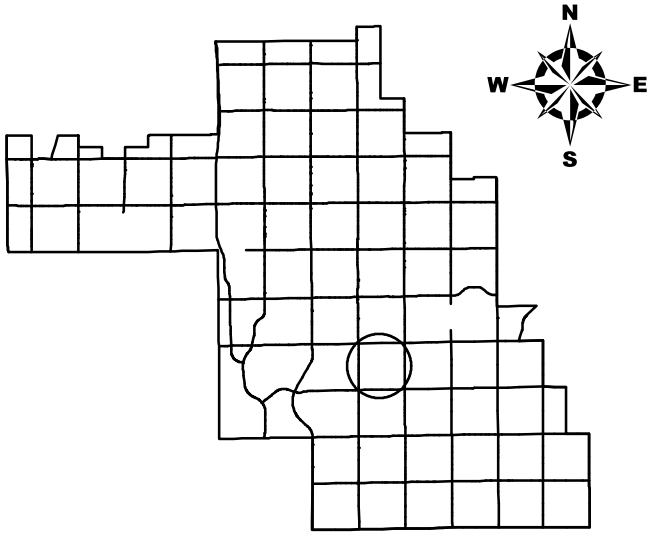
Incorporated Area

Unincorporated Area

0 250 500 1,000 1,500 2,000 Feet

Exhibit A





City of Chandler 9/26/2025

Annexation Map

Ordinance No. ????

Proposed Annexation

East of the Southeast Corner of Appleby Road and the Union Pacific Railroad including Certain Union Pacific Railroad Rights-of-Way

Incorporated Area

Unincorporated Area

0 250 500 1,000 1,500 2,000 Feet

Exhibit A

Exhibit A
Legal Description

Section 1. That the following described territory be and the same hereby is annexed to the City of Chandler and that the present corporate limits be and the same hereby are extended and increased to include the following described contiguous to the present city limits:

Parcel 1 (*303-41-003A)*

The West one-half of the Northeast quarter of the Southwest quarter of Section 15, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying East of the East right-of-way line of the railroad as conveyed to Arizona Eastern Railroad Company by Deed recorded March 13, 1925, in Book 191 of Deeds, Page 156, records of Maricopa County, Arizona.

Containing an area of 738,949.50 square feet or 16.96 acres more or less.

Parcel 2 (*303-41-970 & 303-41-973)*

The West 100 feet of the East half of the Southwest quarter of Section 15, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, within the (Union) Southern Pacific Railroad Right-of-Way;

Except the South 65 feet thereof.

Containing an area of 258,240.67 square feet or 5.93 acres more or less.

Parcel 3 (*303-41-971 & 303-41-972)*

The West 100 feet of the East half of the Northwest quarter of Section 15, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, within the (Union) Southern Pacific Railroad Right-of-Way.

Containing an area of 264,850.86 square feet or 6.08 acres more or less.

Parcel 4 (*303-33-971)*

The West 100 feet of the East half of the Southwest quarter of Section 10, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, within the (Union) Southern Pacific Railroad Right-of-Way;

Except the Northeast quarter of the Southwest quarter thereof.

Containing an area of 132,545.06 square feet or 3.04 acres more or less.

Combined area of Parcels 1 through 4 equals 1,394,586.09 square feet or 32.02 acres, more or less.

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Community of Innovation

City Council Memorandum Development Services Memo No. 25-028

Date: November 10, 2025
To: Mayor and Council
Thru: John M. Pombier, Acting City Manager
Leah Powell, Deputy City Manager
Kevin Mayo, Acting Development Services Director
From: Darsy Smith, City Planner
Subject: Annexation Public Hearing- ANX24-0004- South of the Southwest corner of Ocotillo Road and Basha Road
Request: Annexation Public Hearing, approximately 18.64 net acres located south of the southwest corner of Ocotillo Road and Basha Road
Location: South of the southwest corner of Ocotillo Road and Basha Road
Applicant: Brennan Ray, Ray Law Firm

Background Data:

- Located south of the southwest corner of Ocotillo Road and Basha Road
- The annexation includes four (4) parcels located in Maricopa County for a total area of approximately 18.64 net acres to be annexed
- The four (4) parcels are zoned RU-43 within Maricopa County
- Upon annexation, the initial city zoning will be Agricultural District (AG-1) for the four parcels
- A Rezoning and Preliminary Development Plan application are in review and will be forthcoming to the City Council to establish a single-family detached subdivision featuring 107 homes

Surrounding Land Use Data:

North	PAD for townhomes	South	Snedigar Park
East	Goodyear canal then Basha Road	West	PAD for single-family homes

General Plan and Area Plan Designations:

General Plan	Neighborhoods

Ocotillo Master Plan	Existing Basha's facility

Utility Service:

The City of Chandler will provide water and wastewater to the subject property.

Staff Comments

Staff circulated this request among City departments and received no negative comments to the property's annexation.

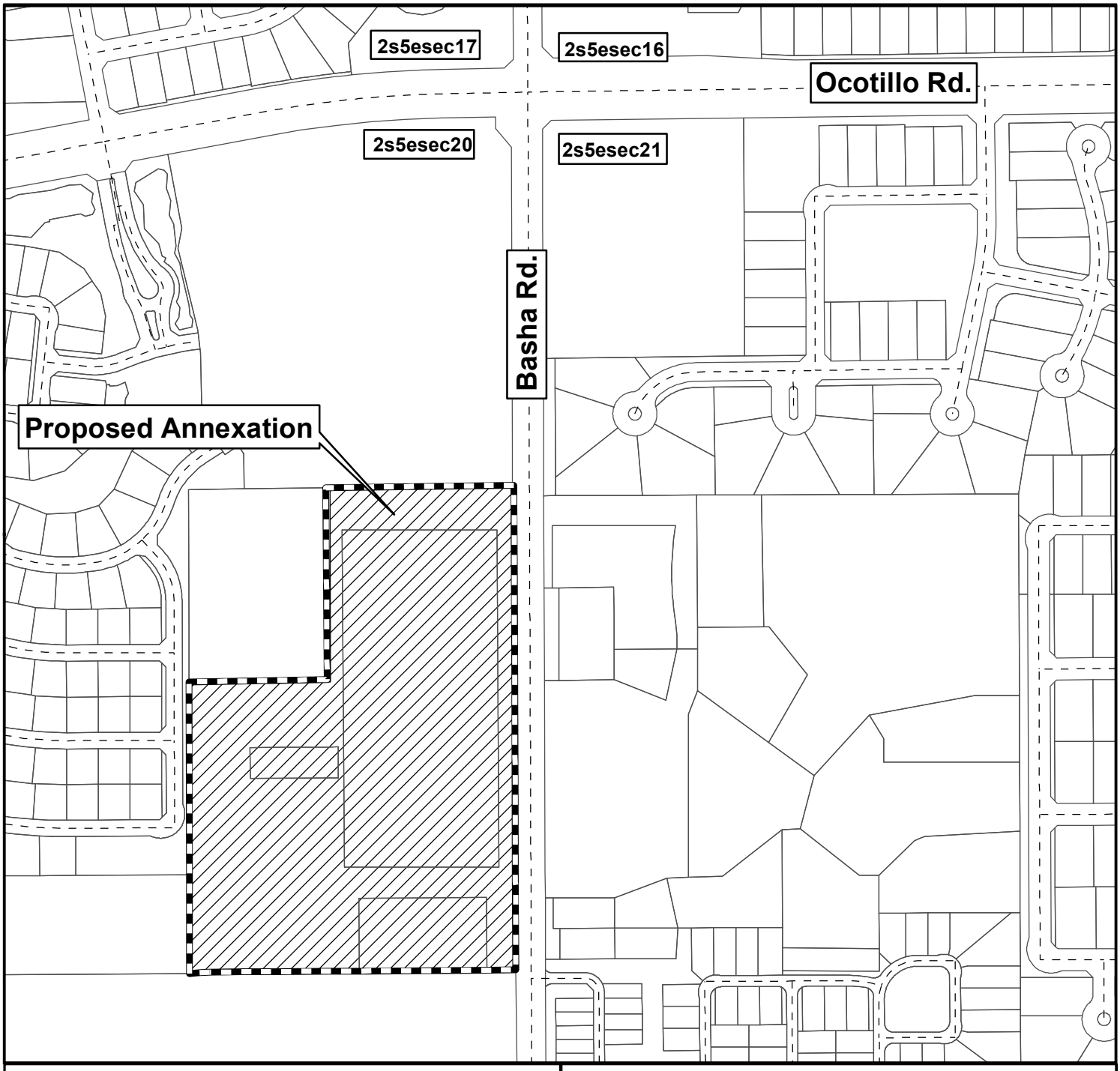
Mayor's Statement

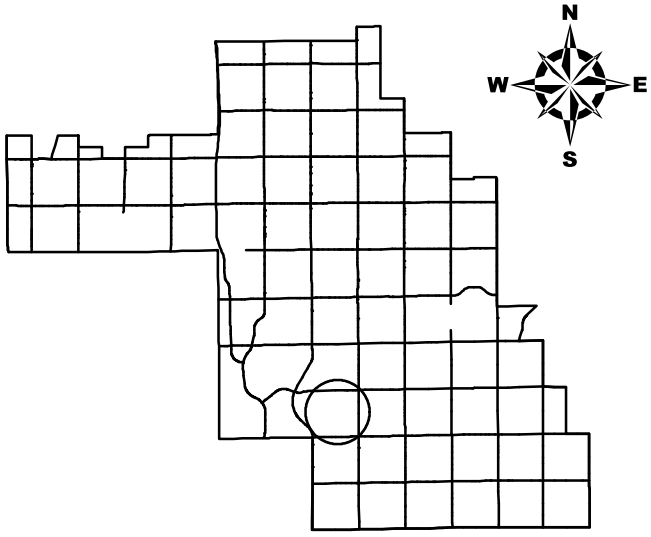
The Public Hearing regarding the proposed annexation is now open for comment.

Attachments

Vicinity Maps

Legal Description





City of Chandler 10/21/2025

Annexation Map

Ordinance No.????

Proposed Annexation

South of the Southwest Corner of Ocotillo Road and Basha Road

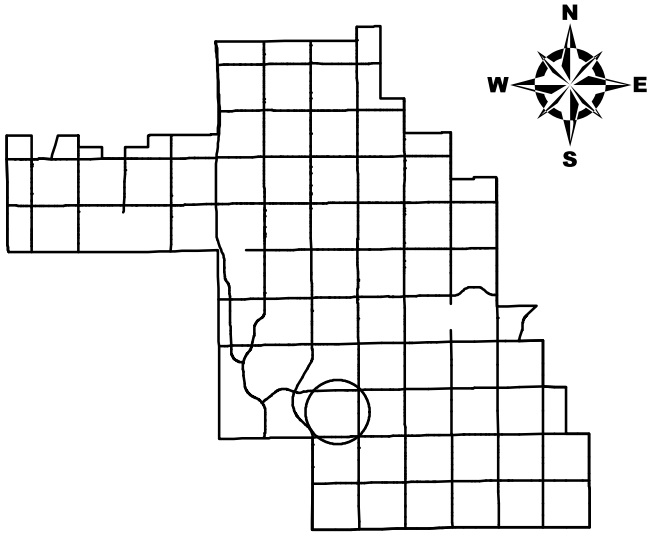
Incorporated Area

Unincorporated Area

0 125 250 500 750 1,000 Feet

Exhibit A





City of Chandler 10/21/2025

Annexation Map

Ordinance No.????

Proposed Annexation

South of the Southwest Corner of Ocotillo Road and Basha Road

Incorporated Area

Unincorporated Area

0 125 250 500 750 1,000 Feet

Exhibit A

LEGAL DESCRIPTION
FOR
Havenwood Manor – Annexation

The land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

That portion of the Northeast quarter of Section 20, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:
COMMENCING at the Southeast corner of said Northeast quarter;

Thence North 00 degrees 58 minutes 25 seconds East (assumed bearing), along the East line of said Northeast quarter, 657.52 feet;

Thence North 89 degrees 48 minutes 27 seconds West, parallel with the North line of the South half of said Northeast quarter, 35.00 feet to the POINT OF BEGINNING;

Thence continuing North 89 degrees 48 minutes 27 seconds West, 362.00 feet;

Thence North 89 degrees 06 minutes 36 seconds West, 376.97 feet;

Thence North 00 degrees 58 minutes 25 seconds East, 1,095.41 feet;

Thence South 89 degrees 48 minutes 27 seconds East, 739.00 feet;

Thence South 00 degrees 58 minutes 25 seconds West, 1,100.00 feet to the POINT OF BEGINNING.

EXCEPT, any land previously annexed by Ordinance Number 4221 as recorded in documents 20100904545 Maricopa County Recorder's Office, together with Ordinance Number 1188, as recorded in documents 19880470631 and 19830206019 Maricopa County Recorder's Office.



3engineering
planning civil engineering surveying
6370 E. Thomas Road, Suite #200, Scottsdale, Arizona 85251
Phone (602) 334-4387 · Fax (602) 490-3230 · www.3engineering.com
3 engineering job # 5357 · Date: October 22, 2025

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Community of Innovation

City Council Memorandum Management Services Memo No.

Date:	November 10, 2025
To:	Mayor and Council
Thru:	John M. Pombier, Acting City Manager Dawn Lang, Deputy City Manager | CFO Kristi Smith, Financial Services Director Julie Goucher, Accounting Senior Manager
From:	Karla Lange, Management Assistant
Subject:	Claims Report for the Quarter Ended September 30, 2025

Background/Discussion

The claims report for the Accounts Payable payments for the quarter ending September 30, 2025, is attached. If viewing the agenda online per Section 3-6 of the City Code: "The City Manager/designee shall advise the City Council of all claims and demands paid, together with the name of the vendors or payees, dates paid and amounts."

Attachments

Claims Report Jul 1-Sep 30 2025

AP Claims Report

Report Parameters:

Check Date - 07/01/2025,09/30/2025

Payment Number	Payment Date	Vendor Name	Amount
742260	01-Jul-2025	2013-1 IH BORROWER LP	909.00
743243	31-Jul-2025	2013-1 IH BORROWER LP	909.00
742261	01-Jul-2025	2017-1 IH BORROWER LP	6,295.00
743244	31-Jul-2025	2017-1 IH BORROWER LP	6,295.00
742262	01-Jul-2025	2017-2 IH BORROWER LP	1,636.00
743245	31-Jul-2025	2017-2 IH BORROWER LP	1,636.00
742263	01-Jul-2025	2018-1 IH BORROWER LP	1,747.00
743246	31-Jul-2025	2018-1 IH BORROWER LP	1,747.00
742264	01-Jul-2025	2018-2 IH BORROWER LP	1,916.00
743247	31-Jul-2025	2018-2 IH BORROWER LP	1,916.00
742361	02-Jul-2025	2060 DIGITAL LLC, PHOENIX	9,798.75
742938	23-Jul-2025	5656 N 17TH AVE PARTNERS	938.71
742362	02-Jul-2025	836 TECHNOLOGIES CORPORATION	8,475.00
742265	01-Jul-2025	99 N COOPER 133 LLC	1,398.00
743248	31-Jul-2025	99 N COOPER 133 LLC	1,398.00
742581	11-Jul-2025	A FOREIGN LANGUAGE SERVICE CORP	270.00
742543	09-Jul-2025	A MIND FOR DETAIL INC	6,766.25
742582	11-Jul-2025	A MIND FOR DETAIL INC	6,766.25
742826	16-Jul-2025	A MIND FOR DETAIL INC	550.00
743102	30-Jul-2025	A MIND FOR DETAIL INC	150.00
742827	16-Jul-2025	A P FIRE PROTECTION, LLC	1,689.57
743103	30-Jul-2025	A P FIRE PROTECTION, LLC	453.00
742939	23-Jul-2025	A&M NUT AND BOLT INC	5,832.47
742363	02-Jul-2025	AB STAFFING SOLUTIONS, LLC	2,100.00
742544	09-Jul-2025	AB STAFFING SOLUTIONS, LLC	4,060.00
742583	11-Jul-2025	AB STAFFING SOLUTIONS, LLC	4,060.00
742512	02-Jul-2025	ABC HOME LLC (R)	53.41
742940	23-Jul-2025	ACE PARKING MANAGEMENT, INC	2,212.80
742366	02-Jul-2025	ACE UNIFORMS OF PHOENIX	22,680.45
742545	09-Jul-2025	ACE UNIFORMS OF PHOENIX	2,507.29
742584	11-Jul-2025	ACE UNIFORMS OF PHOENIX	5,481.44
742942	23-Jul-2025	ACE UNIFORMS OF PHOENIX	12,235.17
742986	23-Jul-2025	ADAMCZYK, ELAINE	150.00
742546	09-Jul-2025	ADP INTERPRETING LLC	630.00
742585	11-Jul-2025	ADP INTERPRETING LLC	630.00
742367	02-Jul-2025	AERO EQUIPMENT RENTAL & SALES	9,132.99
742266	01-Jul-2025	AHMETOVIC, AMILA	2,200.00
743249	31-Jul-2025	AHMETOVIC, AMILA	2,200.00
742586	11-Jul-2025	AJ LAW GROUP, PLC	5,000.00
742932	17-Jul-2025	ALAM, LINA M	1,075.99
742943	23-Jul-2025	ALIGHT SOLUTIONS LLC	17,325.75
742828	16-Jul-2025	ALLIANCE SOBER HOMES LLC	800.00
742368	02-Jul-2025	ALLIED UNIVERSAL JANITORIAL SERVICES	40,780.07
742547	09-Jul-2025	ALLIED UNIVERSAL JANITORIAL SERVICES	2,741.03
742587	11-Jul-2025	ALLIED UNIVERSAL JANITORIAL SERVICES	2,741.03
742829	16-Jul-2025	ALLIED UNIVERSAL JANITORIAL SERVICES	1,428.41
742944	23-Jul-2025	ALLIED UNIVERSAL JANITORIAL SERVICES	1,796.99
743104	30-Jul-2025	ALLIED UNIVERSAL JANITORIAL SERVICES	1,283.16
742369	02-Jul-2025	ALLIED UNIVERSAL SECURITY SERVICES	1,188.00
742588	11-Jul-2025	ALLIED UNIVERSAL SECURITY SERVICES	1,180.58
742830	16-Jul-2025	ALLIED UNIVERSAL SECURITY SERVICES	950.40

Payment Number	Payment Date	Vendor Name	Amount
742945	23-Jul-2025	ALLIED UNIVERSAL SECURITY SERVICES	1,188.00
743105	30-Jul-2025	ALLIED UNIVERSAL SECURITY SERVICES	1,188.00
742513	02-Jul-2025	AMAN, HASEEN (R)	17.58
742710	11-Jul-2025	AMERICAN HOMES 4 RENT (R)	266.40
742946	23-Jul-2025	AMERICAN REFRIGERATION SUPPLIES INC	35.42
742831	16-Jul-2025	AMERICAN RO	27,790.00
742548	09-Jul-2025	AMERICAN STEEL CARPORTS INC	8,451.52
742589	11-Jul-2025	AMERICAN STEEL CARPORTS INC	8,451.52
742590	11-Jul-2025	AMERICAS CART SERVICE	144.00
742267	01-Jul-2025	AMH 2014-1 BORROWER, LLC	2,497.00
743250	31-Jul-2025	AMH 2014-1 BORROWER, LLC	2,497.00
742549	09-Jul-2025	ANCON	95,635.54
742591	11-Jul-2025	ANCON	95,635.54
742832	16-Jul-2025	ANCON	3,468.08
743106	30-Jul-2025	ANDREWS PLUMBING SERVICES INC	32,390.87
742833	16-Jul-2025	ANDY'S FROZEN CUSTARD	1,000.00
742370	02-Jul-2025	ANIXTER INC	5,620.04
742481	02-Jul-2025	AP0550 WARNER RANCH PHASE 3 ASSOCIATION	25,083.75
742268	01-Jul-2025	APC 2020 INVESTMENT, LLC	15,151.00
742819	15-Jul-2025	APC 2020 INVESTMENT, LLC	1,877.00
743251	31-Jul-2025	APC 2020 INVESTMENT, LLC	18,756.00
742371	02-Jul-2025	APEX GROUP	8,647.14
742372	02-Jul-2025	APL ACCESS & SECURITY	6,991.80
742550	09-Jul-2025	APL ACCESS & SECURITY	1,389.50
742592	11-Jul-2025	APL ACCESS & SECURITY	1,389.50
742947	23-Jul-2025	APL ACCESS & SECURITY	70.00
742834	16-Jul-2025	APPLIED ART PRODUCTIONS, LLC	7,500.00
742373	02-Jul-2025	APPRAISAL TECHNOLOGY, LLC	3,600.00
743107	30-Jul-2025	AQUAFIT CHLORINATION SYSTEMS, LLC	27,688.68
742909	16-Jul-2025	AR MAYS CONSTRUCTION (R)	1,099.60
743223	30-Jul-2025	ARAGON, BENITO (R)	51.47
742374	02-Jul-2025	ARCADIS US INC	17,981.75
743108	30-Jul-2025	ARCADIS US INC	18,703.00
742269	01-Jul-2025	ARCHES LLC	48,969.00
742820	15-Jul-2025	ARCHES LLC	481.00
743224	30-Jul-2025	ARDEN PARK OWNER LLC (R)	881.15
742375	02-Jul-2025	ARIZONA ATTORNEY GENERAL'S OFFICE	127.00
742835	16-Jul-2025	ARIZONA ATTORNEY GENERAL'S OFFICE	81.19
742948	23-Jul-2025	ARIZONA ATTORNEY GENERAL'S OFFICE	3,946.53
742949	23-Jul-2025	ARIZONA DEPT OF REVENUE	329.83
742376	02-Jul-2025	ARIZONA ELECTRIC SUPPLY-MESA	32,408.78
742551	09-Jul-2025	ARIZONA ELEVATOR SOLUTIONS, INC	5,892.16
742593	11-Jul-2025	ARIZONA ELEVATOR SOLUTIONS, INC	5,892.16
743109	30-Jul-2025	ARIZONA ELEVATOR SOLUTIONS, INC	163.36
743110	30-Jul-2025	ARIZONA FREELANCE INTERPRETING SERVICES	460.00
743111	30-Jul-2025	ARIZONA HOUSING AUTHORITY DIRECTORS ASSOCIATION	150.00
743112	30-Jul-2025	ARIZONA HUMANE SOCIETY	39,393.00
742950	23-Jul-2025	ARIZONA OFFICE TECHNOLOGIES	130.98
742951	23-Jul-2025	ARIZONA POWER AUTHORITY	3,203.32
742809	11-Jul-2025	ARIZONA PUBLIC SERVICE COMPANY	5,993.00
742552	09-Jul-2025	ARIZONA REGISTRAR OF CONTRACTORS	13.65
742594	11-Jul-2025	ARIZONA REGISTRAR OF CONTRACTORS	13.65
742836	16-Jul-2025	ARIZONA RICK THE BALLOON COWBOY	450.00
742711	11-Jul-2025	ARIZONA SPECIALTY DEMOLITION, LLC (R)	2,601.31
742553	09-Jul-2025	ARIZONA STATE TREASURER	277,428.98
742595	11-Jul-2025	ARIZONA STATE TREASURER	277,428.98
742377	02-Jul-2025	ARIZONA WASTEWATER INDUSTRIES INC	16,290.00

Payment Number	Payment Date	Vendor Name	Amount
743113	30-Jul-2025	ARIZONA WASTEWATER INDUSTRIES INC	22,462.58
742378	02-Jul-2025	ARQ PURIFICATION, LLC	39,260.00
743114	30-Jul-2025	ARQ PURIFICATION, LLC	39,026.00
742379	02-Jul-2025	ARRINGTON WATKINS ARCHITECTS, LLC	10,405.50
742554	09-Jul-2025	ARRINGTON WATKINS ARCHITECTS, LLC	256.50
742596	11-Jul-2025	ARRINGTON WATKINS ARCHITECTS, LLC	256.50
742837	16-Jul-2025	ART OF KEYMINTT LLC	120.00
742952	23-Jul-2025	ASCENT AVIATION GROUP INC	31,110.53
742821	15-Jul-2025	ASHLEY 2021 LLC	1,640.00
743252	31-Jul-2025	ASHLEY 2021 LLC	1,640.00
743115	30-Jul-2025	ASR CONSTRUCTION GROUP LLC	72,198.82
742270	01-Jul-2025	ASSET SUPPORT FUNDING, LLC	1,119.00
743253	31-Jul-2025	ASSET SUPPORT FUNDING, LLC	1,119.00
742597	11-Jul-2025	ASSISTANCE LEAGUE OF EAST VALLEY, ARIZONA	3,250.00
742380	02-Jul-2025	AT&T MOBILITY	19,459.61
742555	09-Jul-2025	AT&T MOBILITY	17,197.00
742598	11-Jul-2025	AT&T MOBILITY	17,197.00
742953	23-Jul-2025	AT&T MOBILITY	924.62
743116	30-Jul-2025	AT&T MOBILITY	9,247.04
742381	02-Jul-2025	ATCO STRUCTURES & LOGISTICS (USA), INC	36,106.41
742599	11-Jul-2025	AUTOMATED ENTRANCES LLC	1,002.75
742382	02-Jul-2025	AVFUEL CORPORATION	31,355.02
742383	02-Jul-2025	AVIATION MANAGEMENT MANAGEMENT CONSULTING GROUP, INC	12,475.00
742384	02-Jul-2025	AVOY TECHNOLOGIES LIMITED	13,800.00
742385	02-Jul-2025	AWP SAFETY	1,960.47
742600	11-Jul-2025	AWP SAFETY	1,040.78
742954	23-Jul-2025	AWP SAFETY	12,370.42
743117	30-Jul-2025	AWP SAFETY	3,064.31
742838	16-Jul-2025	AZ BIG MEDIA	2,010.00
742955	23-Jul-2025	AZ LIGHTING & ELECTRIC LLC	625.00
742271	01-Jul-2025	AZ REAL HOLDINGS LLC	2,557.00
743254	31-Jul-2025	AZ REAL HOLDINGS LLC	2,557.00
742386	02-Jul-2025	AZTEC ENGINEERING GROUP, INC	22,507.68
742556	09-Jul-2025	B&F CONTRACTING INC	3,859,375.59
742601	11-Jul-2025	B&F CONTRACTING INC	3,859,375.59
742387	02-Jul-2025	BAKER & TAYLOR LLC	210.41
742557	09-Jul-2025	BAKER & TAYLOR LLC	79.39
742602	11-Jul-2025	BAKER & TAYLOR LLC	79.39
742839	16-Jul-2025	BAKER & TAYLOR LLC	60.92
742956	23-Jul-2025	BANCORP BANK N.A. (R)	80.00
742840	16-Jul-2025	BANNER OCCUPATIONAL HEALTH CLINICS	1,943.75
742514	02-Jul-2025	BANSAL, NEERAJ (R)	27.81
743232	30-Jul-2025	BARBA, ERICA S	430.00
742388	02-Jul-2025	BARKER RINKER SEACAT ARCHITECTURE	4,950.00
742841	16-Jul-2025	BARKER RINKER SEACAT ARCHITECTURE	26,069.50
742810	11-Jul-2025	BECOAT, ELITHA	546.00
742910	16-Jul-2025	BENECKE, BROOKE (R)	36.95
743072	23-Jul-2025	BENSON, EVAN (R)	89.40
742272	01-Jul-2025	BERT'S HOMES LLC	2,200.00
743255	31-Jul-2025	BERT'S HOMES LLC	2,200.00
742957	23-Jul-2025	BEST PLUMBING SPECIALTIES INC	613.07
743118	30-Jul-2025	BEST PLUMBING SPECIALTIES INC	144.88
742958	23-Jul-2025	BEST TECHNOLOGY SYSTEMS, INC	18,795.00
743225	30-Jul-2025	BETCZYNSKI, BONITA (R)	120.00
742515	02-Jul-2025	BETTS, STEPHANIE (R)	11.95
742842	16-Jul-2025	BIEL'S INFORMATION TECHNOLOGY SYSTEMS	90,055.20
742603	11-Jul-2025	BLOOD ALCOHOL TESTING & CONSULTING, LLC	400.00

Payment Number	Payment Date	Vendor Name	Amount
743119	30-Jul-2025	BLOOD ALCOHOL TESTING & CONSULTING, LLC	400.00
742389	02-Jul-2025	BLUETRITTON BRANDS INC	635.40
742390	02-Jul-2025	BOBCAT OF PHOENIX	64,279.80
742604	11-Jul-2025	BOBCAT OF PHOENIX	41,222.40
743120	30-Jul-2025	BOBCAT OF PHOENIX	105.70
743073	23-Jul-2025	BOIA, ARTHUR (R)	99.86
742391	02-Jul-2025	BOOT BARN INC	156.44
742712	11-Jul-2025	BOS, RANDY (R)	50.61
742392	02-Jul-2025	BOUND TREE MEDICAL LLC	6,843.24
742843	16-Jul-2025	BOUND TREE MEDICAL LLC	4,241.90
742713	11-Jul-2025	BOWERS, CHRISTINE (R)	44.44
742959	23-Jul-2025	BPG TECHNOLOGIES, LLC	24,011.25
742558	09-Jul-2025	BRAMIDAN US, INC	38,363.41
742605	11-Jul-2025	BRAMIDAN US, INC	38,363.41
743033	23-Jul-2025	BRAMLETT, DAVE	1,920.00
743074	23-Jul-2025	BREEDLOVE, TRAVIS (R)	2,986.94
742273	01-Jul-2025	BREIT MF LUMIERE CHANDLER LLC	1,382.00
743256	31-Jul-2025	BREIT MF LUMIERE CHANDLER LLC	1,382.00
742393	02-Jul-2025	BRICKS 4 KIDZ	4,480.00
742606	11-Jul-2025	BRICKS 4 KIDZ	3,500.00
742844	16-Jul-2025	BRICKS 4 KIDZ	1,568.00
742960	23-Jul-2025	BRICKS 4 KIDZ	3,220.00
743121	30-Jul-2025	BRICKS 4 KIDZ	1,960.00
742559	09-Jul-2025	BRIDGERS & PAXTON CONSULTING ENGINEERS, INC	2,454.00
742607	11-Jul-2025	BRIDGERS & PAXTON CONSULTING ENGINEERS, INC	2,454.00
742845	16-Jul-2025	BRINK'S, INCORPORATED	9,007.56
742846	16-Jul-2025	BROENING OBERG WOODS & WILSON, PC	2,059.30
742961	23-Jul-2025	BROENING OBERG WOODS & WILSON, PC	1,327.50
742962	23-Jul-2025	BROENING OBERG WOODS & WILSON, PC	2,549.59
742394	02-Jul-2025	BROOKSIES PROPANE	34.74
742963	23-Jul-2025	BROOKSIES PROPANE	106.00
742395	02-Jul-2025	BROWN'S PARTSMASTER INC	136.93
742847	16-Jul-2025	BROWN'S PARTSMASTER INC	229.98
743122	30-Jul-2025	BRUNO, MARCO SALVATORE (R)	200.00
742396	02-Jul-2025	BUESING CORPORATION	40.00
742560	09-Jul-2025	BUESING CORPORATION	37.34
742608	11-Jul-2025	BUESING CORPORATION	37.34
742964	23-Jul-2025	BUESING CORPORATION	225.00
742274	01-Jul-2025	BULLSEYE PROPERTY MANAGEMENT, LLC	1,742.00
743257	31-Jul-2025	BULLSEYE PROPERTY MANAGEMENT, LLC	1,742.00
742397	02-Jul-2025	C & I SHOW HARDWARE & SECURITY SYSTEMS INC	25,604.51
742561	09-Jul-2025	C & I SHOW HARDWARE & SECURITY SYSTEMS INC	6,282.94
742609	11-Jul-2025	C & I SHOW HARDWARE & SECURITY SYSTEMS INC	11,390.73
742398	02-Jul-2025	C&S ENGINEERS, INC	55,075.98
742848	16-Jul-2025	C&S ENGINEERS, INC	15,595.60
742399	02-Jul-2025	CACTUS KELLY	250.00
743233	30-Jul-2025	CAMERON, ETHAN SCOTT	11.55
742714	11-Jul-2025	CAMP, LOUISE (R)	56.49
742849	16-Jul-2025	CANDIE'S CHARACTERS	170.00
742400	02-Jul-2025	CAPITAL PUMP & EQUIPMENT LLC	268,034.67
742516	02-Jul-2025	CAPPIELLO, JACOB (R)	31.45
742401	02-Jul-2025	CARAHSOFT TECHNOLOGY CORPORATION	479,334.12
742402	02-Jul-2025	CARBON ACTIVATED CORPORATION	50,622.20
742403	02-Jul-2025	CAREERS IN GOVERNMENT, INC	2,625.00
742404	02-Jul-2025	CDW GOVERNMENT, LLC	36,476.32
742850	16-Jul-2025	CDW GOVERNMENT, LLC	2,475.63
743075	23-Jul-2025	CERVANTES, MARY (R)	42.98

Payment Number	Payment Date	Vendor Name	Amount
742851	16-Jul-2025	CHANDLER CULTURAL FOUNDATION (R)	24.00
743123	30-Jul-2025	CHANDLER INTERNATIONAL FILM FESTIVAL, INC	10,000.00
742852	16-Jul-2025	CHANDLER-GILBERT COMMUNITY COLLEGE	10,928.18
743234	30-Jul-2025	CHAPMAN, BRYAN D	112.00
742853	16-Jul-2025	CHC: CREATING HEALTHIER COMMUNITIES	710.00
743124	30-Jul-2025	CHILLER CITY CORPORATION	1,956.00
742911	16-Jul-2025	CHRISTEN, SHANIA (R)	81.86
742562	09-Jul-2025	CHRISTOPHER M. SKELLY, LLC	1,612.50
742610	11-Jul-2025	CHRISTOPHER M. SKELLY, LLC	1,612.50
742405	02-Jul-2025	CINTAS CORPORATION	3,970.45
742563	09-Jul-2025	CINTAS CORPORATION	941.06
742611	11-Jul-2025	CINTAS CORPORATION	941.06
742854	16-Jul-2025	CINTAS CORPORATION	1,656.78
742965	23-Jul-2025	CINTAS CORPORATION	2,102.40
743125	30-Jul-2025	CINTAS CORPORATION	1,072.20
743191	30-Jul-2025	CINTAS CORPORATION	63.19
742966	23-Jul-2025	CITY OF CHANDLER	8,000.00
742811	11-Jul-2025	CITY OF GLENDALE	2,017.64
742564	09-Jul-2025	CITY OF MESA	4,000.00
742565	09-Jul-2025	CITY OF MESA	1.48
742612	11-Jul-2025	CITY OF MESA	4,000.00
742613	11-Jul-2025	CITY OF MESA	1.48
742967	23-Jul-2025	CITY OF MESA	10,000.00
742566	09-Jul-2025	CITY OF PHOENIX	4.93
742614	11-Jul-2025	CITY OF PHOENIX	4.93
742567	09-Jul-2025	CITY OF SCOTTSDALE	8.00
742615	11-Jul-2025	CITY OF SCOTTSDALE	8.00
742568	09-Jul-2025	CITY OF TEMPE	4.00
742616	11-Jul-2025	CITY OF TEMPE	4.00
742968	23-Jul-2025	CLARK HILL PLC	27,286.30
742969	23-Jul-2025	CLEMENTE RANCH HOMEOWNERS ASSOCIATION	1,500.00
742275	01-Jul-2025	CLUB CANCUN APARTMENTS	1,804.00
743258	31-Jul-2025	CLUB CANCUN APARTMENTS	1,804.00
742715	11-Jul-2025	COE, MICHELLE (R)	696.80
742912	16-Jul-2025	COMEAUX, DAWN (R)	76.63
743126	30-Jul-2025	COMPLETE SAFETY	298.99
742406	02-Jul-2025	COMPUTER AID, INC	273,228.10
742569	09-Jul-2025	COMPUTER AID, INC	11,880.00
742617	11-Jul-2025	COMPUTER AID, INC	11,880.00
742970	23-Jul-2025	COMPUTER AID, INC	116,040.00
743127	30-Jul-2025	COMPUTER AID, INC	220,475.20
742407	02-Jul-2025	CONTRACTOR FIRE PROTECTION	1,303.00
742570	09-Jul-2025	CONTRACTOR FIRE PROTECTION	11,882.52
742618	11-Jul-2025	CONTRACTOR FIRE PROTECTION	14,701.02
742855	16-Jul-2025	CONTRACTOR FIRE PROTECTION	2,240.00
742971	23-Jul-2025	CONTRACTOR FIRE PROTECTION	3,410.00
743129	30-Jul-2025	CONTRACTOR FIRE PROTECTION	13,500.00
743131	30-Jul-2025	CONTRACTOR FIRE PROTECTION	30,192.31
743132	30-Jul-2025	CONTRACTORS WEST INC	13,500.00
742972	23-Jul-2025	COONS, DANIEL N	132.57
742913	16-Jul-2025	COPPER KEY VENTURES LLC (R)	109.81
742408	02-Jul-2025	CORE & MAIN LP	6,750.82
742856	16-Jul-2025	CORE & MAIN LP	80,616.25
743133	30-Jul-2025	CORE & MAIN LP	2,533.66
743134	30-Jul-2025	CORONA SOLUTIONS	14,876.40
742409	02-Jul-2025	CORPORATE INTERIOR SYSTEMS (CIS)	3,701.22
742857	16-Jul-2025	CORVEL ENTERPRISE CLAIMS INC	5,760.00

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742973	23-Jul-2025	COSTAR REALTY INFORMATION, INC	9,498.96
742410	02-Jul-2025	COVERTTRACK GROUP INC	727.66
742974	23-Jul-2025	COX BUSINESS	809.50
742411	02-Jul-2025	CRAWFORD MECHANICAL SERVICES LLC	1,440.83
742571	09-Jul-2025	CRAWFORD MECHANICAL SERVICES LLC	3,347.17
742619	11-Jul-2025	CRAWFORD MECHANICAL SERVICES LLC	3,347.17
742858	16-Jul-2025	CRAWFORD MECHANICAL SERVICES LLC	1,403.68
743135	30-Jul-2025	CRAWFORD MECHANICAL SERVICES LLC	3,929.34
742572	09-Jul-2025	CRAWFORD MECHANICAL SERVICES, LLC	1,801.00
742620	11-Jul-2025	CRAWFORD MECHANICAL SERVICES, LLC	1,801.00
742859	16-Jul-2025	CREATION COLLISION CENTER AND SANTINO GALVAN (R)	3,315.83
742860	16-Jul-2025	CRISCI, MARY AND CRISCI, ANTHONY (R)	4,500.00
742276	01-Jul-2025	CULIBRK, ROBERT	1,104.00
743259	31-Jul-2025	CULIBRK, ROBERT	974.00
742412	02-Jul-2025	CUTTERS DOCUMENT DESTRUCTION, LLC	159.95
742517	02-Jul-2025	CVH CONSTRUCTION LLC (R)	18.83
742413	02-Jul-2025	D L SALES CORP	752.90
742975	23-Jul-2025	D&B CONSTRUCTION GROUP LLC	71,374.00
743192	30-Jul-2025	D&B CONSTRUCTION GROUP LLC	79,641.00
743136	30-Jul-2025	D.P. ELECTRIC, INC	1,467.00
743076	23-Jul-2025	DALTON, AMY (R)	66.10
742414	02-Jul-2025	DALTON, BRITNI	300.00
742976	23-Jul-2025	DAVE BANG AND ASSOCIATES	27,250.98
742415	02-Jul-2025	DAY AUTO SUPPLY, INC	904.31
742977	23-Jul-2025	DAY AUTO SUPPLY, INC	1,819.71
743138	30-Jul-2025	DAY AUTO SUPPLY, INC	4,842.44
742573	09-Jul-2025	DBA CONSTRUCTION, INC	1,465.65
742621	11-Jul-2025	DBA CONSTRUCTION, INC	1,465.65
742416	02-Jul-2025	DC AIR COMPRESSOR AND PUMP SERVICE	316.73
742933	17-Jul-2025	DEANDA, JESUS	480.00
742574	09-Jul-2025	DECA SOUTHWEST	10,428.30
742622	11-Jul-2025	DECA SOUTHWEST	10,428.30
742861	16-Jul-2025	DECA SOUTHWEST	19,359.20
743139	30-Jul-2025	DECA SOUTHWEST	29,455.23
742862	16-Jul-2025	DELSA DESIGNS LLC	5,000.00
742863	16-Jul-2025	DELTA DENTAL OF ARIZONA	197,275.70
742864	16-Jul-2025	DELTA DENTAL OF ARIZONA	11,286.12
742716	11-Jul-2025	DERMER, AUBRIE (R)	37.18
742277	01-Jul-2025	DESAI, SREEDHAR	2,888.00
743260	31-Jul-2025	DESAI, SREEDHAR	2,888.00
743077	23-Jul-2025	DESERT SERVIES (R)	2,623.91
742865	16-Jul-2025	DESERT TOX, LLC	1,068.70
743140	30-Jul-2025	DESTINY SOFTWARE, INC	9,925.00
742417	02-Jul-2025	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	1,885.00
742575	09-Jul-2025	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	74,595.00
742623	11-Jul-2025	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	74,595.00
742866	16-Jul-2025	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	3,907.40
742576	09-Jul-2025	DIBBLE CM, LLC	133,770.00
742624	11-Jul-2025	DIBBLE CM, LLC	133,770.00
742418	02-Jul-2025	DICK & FRITSCHE DESIGN GROUP, INC	5,299.00
742867	16-Jul-2025	DICK & FRITSCHE DESIGN GROUP, INC	30,348.50
742419	02-Jul-2025	DIG STUDIO INC	3,072.00
742577	09-Jul-2025	DIG STUDIO INC	103,627.50
742625	11-Jul-2025	DIG STUDIO INC	103,627.50
742717	11-Jul-2025	DIXON, ERIN (R)	45.16
742934	17-Jul-2025	DLOTT, SYLVIA	1,784.52
743141	30-Jul-2025	DLT SOLUTIONS LLC	5,791.77

Payment Number	Payment Date	Vendor Name	Amount
742978	23-Jul-2025	DMS COMPANIES INC	1,800.00
743142	30-Jul-2025	DOOLEY ENTERPRISES, INC	39,689.05
742278	01-Jul-2025	DUCKS & ASSOC REALTY INC	2,019.00
743261	31-Jul-2025	DUCKS & ASSOC REALTY INC	2,019.00
742718	11-Jul-2025	DUDZIK, ALLISON (R)	30.32
743235	30-Jul-2025	DUEKER, NOAH J	427.00
742719	11-Jul-2025	DURFEE, RHONDA (R)	21.88
742578	09-Jul-2025	DYE CARBONIC	8,366.70
742626	11-Jul-2025	DYE CARBONIC	8,366.70
742868	16-Jul-2025	DYE CARBONIC	2,264.69
742979	23-Jul-2025	DYE CARBONIC	1,939.78
743143	30-Jul-2025	DYE CARBONIC	1,694.26
742579	09-Jul-2025	DYNAMIC DOOR SERVICE LLC	2,535.85
742627	11-Jul-2025	DYNAMIC DOOR SERVICE LLC	2,535.85
743144	30-Jul-2025	EARNHARDT	899.04
743146	30-Jul-2025	EARNHARDT	24,360.81
743148	30-Jul-2025	EARNHARDT CHEVROLET	22,217.59
742872	16-Jul-2025	EAST VALLEY DREAM CENTER	2,500.00
742429	02-Jul-2025	ECO VERDE IRRIGATION, LLC	27,990.67
742420	02-Jul-2025	EL CENTRO JUSTICE COURT	500.00
742430	02-Jul-2025	ELLIOTT ELECTRIC SUPPLY	102.02
742873	16-Jul-2025	ELLIOTT ELECTRIC SUPPLY	613.93
743149	30-Jul-2025	ELLIOTT ELECTRIC SUPPLY	301.66
743226	30-Jul-2025	ELLIOTT, SHARI (R)	40.33
742629	11-Jul-2025	ELLIS, BRIAN (R)	100.00
743150	30-Jul-2025	EMPIRE SOUTHWEST, LLC	712.57
742720	11-Jul-2025	ENARD-HILTON, PRISCILLA (R)	76.77
742914	16-Jul-2025	ENCINAS, JESUS (R)	387.45
742431	02-Jul-2025	ENTELLUS INC	113,972.91
742630	11-Jul-2025	ENTELLUS INC	41,649.32
742432	02-Jul-2025	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	5,800.00
742871	16-Jul-2025	E-PLANSOFT	90,216.00
742631	11-Jul-2025	EPS GROUP INC	10,337.50
742632	11-Jul-2025	EQUIFAX WORKFORCE SOLUTIONS LLC	6,065.09
742518	02-Jul-2025	ERICKSON, ERICA (R)	76.50
742822	15-Jul-2025	ERRAIS, FATIMA (R)	187.00
742519	02-Jul-2025	ESCOTT, SHEILA (R)	144.42
742279	01-Jul-2025	ESHAQ, MUNAIM GEORGE ABU	633.00
743262	31-Jul-2025	ESHAQ, MUNAIM GEORGE ABU	633.00
742721	11-Jul-2025	ESPARAZA, ALVIN (R)	86.41
742520	02-Jul-2025	ESQUERETTE, JOSE (R)	209.23
742433	02-Jul-2025	EUROFINS CALSCIENCE	9,576.00
742633	11-Jul-2025	EVERBRITE LLC	12,229.08
743151	30-Jul-2025	FACTORY MOTOR PARTS COMPANY	5,102.31
742280	01-Jul-2025	FARNSWORTH REALTY & MANAGEMENT	956.00
743263	31-Jul-2025	FARNSWORTH REALTY & MANAGEMENT	956.00
742281	01-Jul-2025	FASHION CENTER ACQUISTION LLC	1,798.00
743264	31-Jul-2025	FASHION CENTER ACQUISTION LLC	1,798.00
742987	23-Jul-2025	FASTSIGNS - CHANDLER	1,177.91
742722	11-Jul-2025	FEJARANG, FLORENTINA (R)	50.73
742634	11-Jul-2025	FENNEMORE CRAIG, P.C.	18,072.61
742988	23-Jul-2025	FENNEMORE CRAIG, P.C.	36,023.00
742434	02-Jul-2025	FERGUSON ENTERPRISES, LLC	1,206,540.11
742989	23-Jul-2025	FERGUSON ENTERPRISES, LLC	1,745,144.24
743152	30-Jul-2025	FERGUSON ENTERPRISES, LLC	226,484.45
742874	16-Jul-2025	FIELDPRINT, INC	82.50
743153	30-Jul-2025	FIELDS MEDIATION	2,400.00

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742990	23-Jul-2025	FIREWORKS PRODUCTIONS OF ARIZONA	15,000.00
742435	02-Jul-2025	FISHER ROSEMOUNT SYSTEMS INC	10,682.04
742991	23-Jul-2025	FISHER ROSEMOUNT SYSTEMS INC	2,849.00
742812	11-Jul-2025	FLAGSTAFF HOUSING AUTHORITY	2,443.64
743078	23-Jul-2025	FLUKER, LAMAIKA (R)	62.78
742436	02-Jul-2025	FLYERS ENERGY LLC	19,680.47
743154	30-Jul-2025	FLYERS ENERGY LLC	85,078.07
742693	11-Jul-2025	FOOSHEE, THOMAS F	111.20
742282	01-Jul-2025	FOOTHILLS REALTY & MANAGEMENT	2,233.00
743265	31-Jul-2025	FOOTHILLS REALTY & MANAGEMENT	2,233.00
742437	02-Jul-2025	FOR OUR CITY-CHANDLER	2,000.00
742875	16-Jul-2025	FOR OUR CITY-CHANDLER	210.00
742482	02-Jul-2025	FOSCHINI, ALICIA (R)	89.76
742723	11-Jul-2025	FRABOTTA, RYLEE (R)	17.81
742283	01-Jul-2025	FRANK VITIRITTI TRUSTEE	1,017.00
743266	31-Jul-2025	FRANK VITIRITTI TRUSTEE	1,017.00
742724	11-Jul-2025	FREELAND, HOLLY (R)	21.91
743155	30-Jul-2025	FREIGHTLINER OF ARIZONA LLC	2,408.14
743034	23-Jul-2025	FRENKEL, NADYA (R)	174.64
742876	16-Jul-2025	FRIENDS OF CHANDLER PUBLIC LIBRARY	24.00
742635	11-Jul-2025	FRUTH GROUP INC	1,849.40
742877	16-Jul-2025	FSL HOME IMPROVEMENTS	4,365.61
742878	16-Jul-2025	GAJANAN LLC	48,000.00
743267	31-Jul-2025	GALVAN, BERNARD	5,323.00
742636	11-Jul-2025	GALVAN, SANTINO (R)	8,101.55
742284	01-Jul-2025	GANAPATHY, RAMSUNDAR	2,326.00
743268	31-Jul-2025	GANAPATHY, RAMSUNDAR	2,326.00
743079	23-Jul-2025	GANDY, CHAD (R)	88.17
742285	01-Jul-2025	GANI, OSAMA S	1,654.00
743269	31-Jul-2025	GANI, OSAMA S	1,654.00
742637	11-Jul-2025	GAVAN & BARKER INC	246.16
742725	11-Jul-2025	GEARS, ADAM (R)	34.60
742638	11-Jul-2025	GENASYS INC	15,750.00
742521	02-Jul-2025	GHADIMI, LEILI (R)	34.79
742639	11-Jul-2025	GHD INC	57,559.63
742438	02-Jul-2025	GIGAPOWER, LLC	19,084.50
743156	30-Jul-2025	GILA RIVER INDIAN COMMUNITY	22,697.84
743157	30-Jul-2025	GILA RIVER INDIAN COMMUNITY UTILITY AUTHORITY	21,324.44
742980	23-Jul-2025	GILBERT MUNICIPAL COURT	200.00
742981	23-Jul-2025	GILBERT MUNICIPAL COURT	500.00
743227	30-Jul-2025	GLAK LLC (R)	58.30
742992	23-Jul-2025	GLENNIE REPORTING SERVICES, LLC	260.00
742640	11-Jul-2025	GLHN ARCHITECTS & ENGINEERS, INC	26,543.00
742641	11-Jul-2025	GLOBAL INDUSTRIAL	7,393.74
742642	11-Jul-2025	GLOBAL MACHINERY INVESTORS LTD	177,089.40
742993	23-Jul-2025	GLOBAL MACHINERY INVESTORS LTD	4,634.67
742643	11-Jul-2025	GOGOVAPPS	26,060.00
742644	11-Jul-2025	GOING ON FAITH	200.00
742286	01-Jul-2025	GOLD TRUST REALTY	13,700.00
742645	11-Jul-2025	GOLD TRUST REALTY	10,560.09
743270	31-Jul-2025	GOLD TRUST REALTY	13,554.00
742646	11-Jul-2025	GORMAN & COMPANY, LLC	5,000,000.00
742935	17-Jul-2025	GOUCHER, JULIE R	411.60
742439	02-Jul-2025	GRAINGER	193.07
742440	02-Jul-2025	GRAINGER	3,485.30
742647	11-Jul-2025	GRAINGER	58.21
742879	16-Jul-2025	GRAINGER	702.32

Payment Number	Payment Date	Vendor Name	Amount
742994	23-Jul-2025	GRAINGER	5,397.14
742995	23-Jul-2025	GRAINGER	58.18
743158	30-Jul-2025	GRAINGER	3,976.64
743159	30-Jul-2025	GRAINGER	3,475.43
742441	02-Jul-2025	GRANICUS, LLC	20,043.90
742648	11-Jul-2025	GRANITE CONSTRUCTION COMPANY	315,569.40
742726	11-Jul-2025	GRASSER, SARAH (R)	343.01
742522	02-Jul-2025	GRAY, KAYLA (R)	45.30
742542	02-Jul-2025	GRESSLY, DANIELLE F	218.83
742442	02-Jul-2025	GROUNDS CONTROL LLC	4,527.50
742649	11-Jul-2025	GROUNDS CONTROL LLC	141,657.69
742996	23-Jul-2025	GROUNDS CONTROL LLC	8,062.00
743160	30-Jul-2025	GROUNDS CONTROL LLC	9,875.00
742287	01-Jul-2025	GRS INVESTMENT COMPANY, LLC	5,783.00
743271	31-Jul-2025	GRS INVESTMENT COMPANY, LLC	5,704.00
743035	23-Jul-2025	GUPTA, NIHARIKA (R)	156.00
743080	23-Jul-2025	GUTIERREZ, ALISSA (R)	30.87
742727	11-Jul-2025	HAAS, BETH (R)	30.19
742650	11-Jul-2025	HACH COMPANY	543.35
742997	23-Jul-2025	HACH COMPANY	2,546.55
742288	01-Jul-2025	HACIENDA DE LOS ARCOS	988.00
743272	31-Jul-2025	HACIENDA DE LOS ARCOS	988.00
743081	23-Jul-2025	HANLEY, MIKE (R)	45.17
742728	11-Jul-2025	HANSON, JACK (R)	48.99
743082	23-Jul-2025	HAQUE, IMRAN (R)	94.50
742443	02-Jul-2025	HARRIS ARIZONA, LLC	364.00
742424	02-Jul-2025	HARRIS, OD A	560.00
743036	23-Jul-2025	HARRIS, RANDI	1,080.00
742694	11-Jul-2025	HARTKE, KEVIN	99.84
742444	02-Jul-2025	HAWKEYE ELECTRIC INC	13,891.64
743161	30-Jul-2025	HAWKEYE ELECTRIC INC	1,655.71
742445	02-Jul-2025	HAZEN AND SAWYER	7,775.00
742651	11-Jul-2025	HAZEN AND SAWYER	36,667.75
742880	16-Jul-2025	HAZEN AND SAWYER	763,371.60
743162	30-Jul-2025	HAZEN AND SAWYER	4,615.00
742652	11-Jul-2025	HEDGEWORKS LLC	9,998.57
742695	11-Jul-2025	HEINZELMAN, STEPHANIE E	225.00
742729	11-Jul-2025	HELTON, JESSE (R)	54.54
743163	30-Jul-2025	HENNESY EQUIPMENT SALES CO	4,598.43
742523	02-Jul-2025	HENSON, SANDRA (R)	25.71
742915	16-Jul-2025	HERNANDEZ, ZENAIDA (R)	22.45
742730	11-Jul-2025	HOGAN, JESSICA (R)	73.67
742289	01-Jul-2025	HOME LADDER LLC	2,184.00
743273	31-Jul-2025	HOME LADDER LLC	2,184.00
742998	23-Jul-2025	HONORHEALTH	190.00
742446	02-Jul-2025	HORROCKS LLC	104,475.00
742999	23-Jul-2025	HORROCKS LLC	43,650.00
742653	11-Jul-2025	HOT SHOT LEGAL SERVICES, LLC	75.00
743164	30-Jul-2025	HOURLLAND ENTERPRISE LLC	241,657.94
742813	11-Jul-2025	HOUSING AUTHORITY OF JOLIET	2,980.64
742290	01-Jul-2025	HUERTA, JUANITA	160.00
743274	31-Jul-2025	HUERTA, JUANITA	160.00
742654	11-Jul-2025	HUITT-ZOLLARS, INC	23,678.09
742655	11-Jul-2025	HYDRA CONTRACTING LLC	114,580.00
742656	11-Jul-2025	HYDRA-BLADE INDUSTRIES LLC	1,095.00
742657	11-Jul-2025	HYE TECH NETWORK & SECURITY SOLUTIONS LLC	398,887.36
742291	01-Jul-2025	IH2 PROPERTY BORROWER LP	1,351.00

Payment Number	Payment Date	Vendor Name	Amount
742292	01-Jul-2025	IH5 PROPERTY BORROWER LP	1,597.00
743275	31-Jul-2025	IH5 PROPERTY BORROWER LP	1,597.00
742293	01-Jul-2025	IH6 PROPERTY BORROWER LP	5,263.00
743276	31-Jul-2025	IH6 PROPERTY BORROWER LP	5,263.00
742658	11-Jul-2025	INDUSTRIAL COMMISSION OF AZ	693,839.38
742447	02-Jul-2025	INGRAM LIBRARY SERVICES	11,075.57
742659	11-Jul-2025	INGRAM LIBRARY SERVICES	6,825.41
743000	23-Jul-2025	INGRAM LIBRARY SERVICES	20,331.10
743165	30-Jul-2025	INGRAM LIBRARY SERVICES	6,130.25
742760	11-Jul-2025	INTERNAL REVENUE SERVICE	12,172.76
743001	23-Jul-2025	INTERNAL REVENUE SERVICE	2,539.99
742448	02-Jul-2025	INTRAEDGE, INC	2,893.57
742294	01-Jul-2025	INVITATION HOMES 7 LP	2,540.00
743277	31-Jul-2025	INVITATION HOMES 7 LP	2,540.00
742295	01-Jul-2025	J & B INVESTMENT	1,246.00
743278	31-Jul-2025	J & B INVESTMENT	1,246.00
742425	02-Jul-2025	JACOBSON, AMY L	298.88
743083	23-Jul-2025	JARMAN, ROBERT (R)	75.45
743002	23-Jul-2025	JCG TECHNOLOGIES, INC	6,350.00
742696	11-Jul-2025	JEAN, CHARLES D	514.00
742660	11-Jul-2025	JENI MCCUTCHEON, PSY.D., PLLC	3,600.00
743084	23-Jul-2025	JENSEN, ANGELA (R)	27.53
742731	11-Jul-2025	JOHNSON, MICHAEL (R)	35.51
742732	11-Jul-2025	JONES, AVA (R)	48.06
742296	01-Jul-2025	JRS GUERRERO LIMITED PARTNERSHIP	2,880.00
743279	31-Jul-2025	JRS GUERRERO LIMITED PARTNERSHIP	2,880.00
742449	02-Jul-2025	JR'S SHOES AND BOOTS, LLC	340.46
742297	01-Jul-2025	KACHINA APARTMENTS	3,427.00
743280	31-Jul-2025	KACHINA APARTMENTS	3,427.00
742661	11-Jul-2025	KANOPY LLC	2,566.00
743236	30-Jul-2025	KAO, TAWN T	10.00
742662	11-Jul-2025	KARY ENVIRONMENTAL SERVICES INC	2,148.18
743003	23-Jul-2025	KARY ENVIRONMENTAL SERVICES INC	659.10
742298	01-Jul-2025	KASIM, WISAM	4,870.00
743281	31-Jul-2025	KASIM, WISAM	4,870.00
742663	11-Jul-2025	KAT JANIS ART	750.00
743004	23-Jul-2025	KELLER ELECTRICAL INDUSTRIES INC	35,289.60
742299	01-Jul-2025	KELLER WILLIAMS REALTY PHOENIX	1,187.00
743282	31-Jul-2025	KELLER WILLIAMS REALTY PHOENIX	1,187.00
742697	11-Jul-2025	KENNAUGH, TOBY S	175.00
742664	11-Jul-2025	KING CONCRETE, INC	2,038.89
743005	23-Jul-2025	KING CONCRETE, INC	590.16
743166	30-Jul-2025	KING CONCRETE, INC	590.16
742814	11-Jul-2025	KING COUNTY HOUSING AUTHORITY	7,261.20
743006	23-Jul-2025	KITEI, LYNNE D	200.00
743237	30-Jul-2025	KJOLSRUD, SIMONE N	20.00
742881	16-Jul-2025	KNAPHEIDE TRUCK EQUIPMENT COMPANY PHOENIX	6,016.65
743167	30-Jul-2025	KNAPHEIDE TRUCK EQUIPMENT COMPANY PHOENIX	3,748.49
742450	02-Jul-2025	KODEX, INC	245.00
742698	11-Jul-2025	KRAUEL, ROBERT B	4.76
743007	23-Jul-2025	KRUE INDUSTRIAL, LLC	2,631.11
743168	30-Jul-2025	L P RENT A FENCE	7,059.29
742916	16-Jul-2025	LANDIS, TODD (R)	112.56
742882	16-Jul-2025	LANDMARK AQUATIC SERVICES, LLC	163,518.18
743008	23-Jul-2025	LANDMARK AQUATIC SERVICES, LLC	19,403.04
742451	02-Jul-2025	LANGUAGE CONNECTION	190.00
743169	30-Jul-2025	LANGUAGE CONNECTION	380.00

Payment Number	Payment Date	Vendor Name	Amount
742665	11-Jul-2025	LANGUAGE TESTING INTERNATIONAL INC	124.00
742699	11-Jul-2025	LE, MINH	173.23
742917	16-Jul-2025	LEDIN, CASEY (R)	18.85
742300	01-Jul-2025	LEE, JENIFFER	1,402.00
743283	31-Jul-2025	LEE, JENIFFER	1,352.00
743085	23-Jul-2025	LEE, JEONG HAN (R)	53.95
743086	23-Jul-2025	LEE, MUN K (R)	79.93
742733	11-Jul-2025	LEMLER, SHANE (R)	45.01
743009	23-Jul-2025	LERNER & ROWE (R)	5.00
742452	02-Jul-2025	LEVEL 3 COMMUNICATIONS LLC	5,636.78
742453	02-Jul-2025	LEVEL 3 COMMUNICATIONS LLC	2,609.68
742454	02-Jul-2025	LEVEL 3 COMMUNICATIONS LLC	1,769.80
743010	23-Jul-2025	LEVEL 3 COMMUNICATIONS LLC	5,651.10
743170	30-Jul-2025	LEVEL 3 COMMUNICATIONS LLC	2,619.65
742918	16-Jul-2025	LEVY, KEVIN (R)	60.47
743011	23-Jul-2025	LEXIPOL, LLC	15,329.16
742666	11-Jul-2025	LEXISNEXIS RISK SOLUTIONS	3,394.14
742301	01-Jul-2025	LIFEWELL BEHAVIORAL WELLNESS	1,449.00
743284	31-Jul-2025	LIFEWELL BEHAVIORAL WELLNESS	1,449.00
742667	11-Jul-2025	LIGHTING UNLIMITED INC	1,166.78
742455	02-Jul-2025	LIM KARATE, LIM FAMILY MARTIAL ARTS	3,250.00
743171	30-Jul-2025	LIM KARATE, LIM FAMILY MARTIAL ARTS	3,300.00
742734	11-Jul-2025	LIPT EAST GERMANN RD, LLC (R)	153.65
742456	02-Jul-2025	LITHO TECH, INC.	7,833.32
742426	02-Jul-2025	LIZER, BETSY M	128.59
743087	23-Jul-2025	LODHA, PRAKHAR (R)	59.13
742457	02-Jul-2025	LOGAN SIMPSON	27,352.33
743012	23-Jul-2025	LOGAN SIMPSON	19,981.60
743172	30-Jul-2025	LOGAN SIMPSON	4,088.80
742458	02-Jul-2025	LOGOCOMOTION	215.27
743173	30-Jul-2025	LOGOCOMOTION	602.91
742883	16-Jul-2025	LOKAHI LLC	1,334.93
742735	11-Jul-2025	LOPEZ, BRANDON (R)	29.56
742483	02-Jul-2025	LOPEZ, BRIANNA (R)	75.00
742302	01-Jul-2025	LPB HOLDING, LLC	2,272.00
743285	31-Jul-2025	LPB HOLDING, LLC	2,272.00
742459	02-Jul-2025	LSW ENGINEERS ARIZONA, INC	21,819.00
742524	02-Jul-2025	LUCERO, RALPH (R)	60.57
742303	01-Jul-2025	LUSSIER, HALAINE JOU	2,800.00
743286	31-Jul-2025	LUSSIER, HALAINE JOU	2,800.00
742525	02-Jul-2025	LUTRIN, SAM (R)	41.09
742668	11-Jul-2025	LYFT INC	2,794.05
742304	01-Jul-2025	LYNN, DANNY	283.00
743287	31-Jul-2025	LYNN, DANNY	283.00
742526	02-Jul-2025	LYON, NICK (R)	16.62
742460	02-Jul-2025	M&M CONTRACTORS, LLC	1,100.00
742669	11-Jul-2025	M. R. TANNER CONSTRUCTION	675,849.42
743228	30-Jul-2025	MA, NIKKI (R)	67.95
742461	02-Jul-2025	MACKEY, FRANK	100.00
742919	16-Jul-2025	MAGOULAS, ANTHONY (R)	100.63
742700	11-Jul-2025	MAIER, KRISTIN E	470.78
742305	01-Jul-2025	MAIN STREET RENEWAL LLC	5,742.00
743288	31-Jul-2025	MAIN STREET RENEWAL LLC	5,025.00
742527	02-Jul-2025	MALIREDDY, PAVAN (R)	71.73
743037	23-Jul-2025	MANICKARAJ, LOUIS (R)	19.00
743174	30-Jul-2025	MANUEL C. GARIBAY, P.C.	5,000.00
743175	30-Jul-2025	MANUEL C. GARIBAY, P.C.	25,000.00

Payment Number	Payment Date	Vendor Name	Amount
743176	30-Jul-2025	MANUEL C. GARIBAY, P.C.	7,000.00
743177	30-Jul-2025	MANUEL C. GARIBAY, P.C.	13,000.00
742462	02-Jul-2025	MARATHON STAFFING RESOURCES INC	9,407.23
742670	11-Jul-2025	MARATHON STAFFING RESOURCES INC	27,944.11
742884	16-Jul-2025	MARATHON STAFFING RESOURCES INC	298.10
743013	23-Jul-2025	MARATHON STAFFING RESOURCES INC	9,638.76
743178	30-Jul-2025	MARATHON STAFFING RESOURCES INC	10,327.93
742463	02-Jul-2025	MARC TAYLOR INC	68,437.00
743014	23-Jul-2025	MARICOPA COUNTY ATTORNEY'S OFFICE	4,648.72
742671	11-Jul-2025	MARICOPA COUNTY DEPT OF	101,048.97
742672	11-Jul-2025	MARICOPA COUNTY PARKS AND RECREATION	41,250.00
742673	11-Jul-2025	MARICOPA COUNTY TREASURER	27,462.36
742306	01-Jul-2025	MARQUIS AT CHANDLER	668.00
742823	15-Jul-2025	MARQUIS AT CHANDLER	668.00
743289	31-Jul-2025	MARQUIS AT CHANDLER	668.00
743088	23-Jul-2025	MARTIN, TANIA (R)	40.82
742736	11-Jul-2025	MARTIN-SANCHEZ, CHRISTINE (R)	29.35
742737	11-Jul-2025	MASSEY, GRANT (R)	133.00
742464	02-Jul-2025	MATRIX NEW WORLD ENGINEERING	1,233.75
742674	11-Jul-2025	MATRIX NEW WORLD ENGINEERING	4,178.75
742307	01-Jul-2025	MAXFIELD, JONATHAN	544.00
743290	31-Jul-2025	MAXFIELD, JONATHAN	544.00
742701	11-Jul-2025	MCCALL, EDYIE A	175.83
742702	11-Jul-2025	MCGINLEY, CHRISTOPHER	514.00
742920	16-Jul-2025	MCKEE, TUJUANNA (R)	52.44
743038	23-Jul-2025	MCLENNAN, MARINA (R)	154.00
742528	02-Jul-2025	MCMILLAN, JANE (R)	69.91
742308	01-Jul-2025	MCP CROSSWINDS LLC	18,189.00
743291	31-Jul-2025	MCP CROSSWINDS LLC	18,189.00
742427	02-Jul-2025	MCPHERSON, ANTHONY D	38.64
742738	11-Jul-2025	MEADER, AURORA (R)	37.18
742739	11-Jul-2025	MEDRANO, ROBERT (R)	7.63
743015	23-Jul-2025	MEDTOX LABORATORIES INC.	104.30
742703	11-Jul-2025	MEEKER, ELISA N	225.00
742740	11-Jul-2025	MEREDITH, CHRISTINE (R)	25.81
742465	02-Jul-2025	MESA ENERGY SYSTEMS INC	24,669.00
743179	30-Jul-2025	MESA ENERGY SYSTEMS INC	6,200.00
742675	11-Jul-2025	METERING SERVICES INC	133,668.19
743016	23-Jul-2025	METERING SERVICES INC	93,116.34
742885	16-Jul-2025	METROHM USA, INC.	3,281.46
742466	02-Jul-2025	MGC CONTRACTORS, INC	537,870.60
742484	02-Jul-2025	MICHAEL, SUSAN (R)	51.50
742467	02-Jul-2025	MIDWAY CHEVROLET COMPANY 1 LLC	226,910.52
742468	02-Jul-2025	MIDWEST TAPE	1,447.18
742676	11-Jul-2025	MIDWEST TAPE	778.67
743017	23-Jul-2025	MIDWEST TAPE	305.10
743180	30-Jul-2025	MIDWEST TAPE	339.56
743181	30-Jul-2025	MILESKI HOLDINGS, INC	6,734.85
742677	11-Jul-2025	MILLER MENDEL, INC	1,294.81
743238	30-Jul-2025	MILLER, NICHOLAS M	175.00
742678	11-Jul-2025	MINER, LTD	700.99
742309	01-Jul-2025	MIRA SANTI	11,693.00
743292	31-Jul-2025	MIRA SANTI	12,856.00
742704	11-Jul-2025	MIRANDA, MICAH R	65.00
742529	02-Jul-2025	MISSION ESTATES COMMUNITY (R)	367.58
742310	01-Jul-2025	MOGHARRABI, SOHRAB	1,158.00
743293	31-Jul-2025	MOGHARRABI, SOHRAB	1,158.00

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742530	02-Jul-2025	MONTERO, KAMI (R)	41.09
743089	23-Jul-2025	MONTES, RONNIE (R)	12.60
743090	23-Jul-2025	MORGAN, DAVID (R)	87.07
742705	11-Jul-2025	MORGENTHALER, BRIAN P	400.00
742921	16-Jul-2025	MORTENSEN, ANDREW (R)	47.95
742679	11-Jul-2025	MULTITUDE INSIGHTS, INC	21,560.00
742922	16-Jul-2025	MURTHY, SHILPA (R)	4,313.52
743182	30-Jul-2025	NATIONAL CONSTRUCTION RENTALS	2,798.42
742469	02-Jul-2025	NATIONAL WATERPROOFING & ROOFING LLC	3,599.25
742741	11-Jul-2025	NAVAS, ANTHONY (R)	85.57
742742	11-Jul-2025	NEELEY, TIFFANY (R)	69.63
742470	02-Jul-2025	NESCON, LLC	390,676.92
743183	30-Jul-2025	NESCON, LLC	4,202.68
743091	23-Jul-2025	NEW RESIDENTIAL BORROWER 2022 SFR2 LLC (R)	55.90
742886	16-Jul-2025	NFRA INC	3,994.00
742531	02-Jul-2025	NGUYEN, HA (R)	20.47
742706	11-Jul-2025	NOLAN, JEREMY P	480.00
742311	01-Jul-2025	NOMAD BROKERAGE ARIZONA LLC	3,454.00
743294	31-Jul-2025	NOMAD BROKERAGE ARIZONA LLC	3,454.00
743018	23-Jul-2025	NORCON INDUSTRIES INC	2,936.49
742312	01-Jul-2025	NORTH MOUNTAIN VILLAGE APARTMENTS	1,128.00
743295	31-Jul-2025	NORTH MOUNTAIN VILLAGE APARTMENTS	1,128.00
742313	01-Jul-2025	OAK ASSETS LLC	1,854.00
743296	31-Jul-2025	OAK ASSETS LLC	1,854.00
742887	16-Jul-2025	OCLC, INC	34,187.41
743019	23-Jul-2025	OCOTILLO AT PRICE LLC	100.00
742314	01-Jul-2025	OCOTILLO BAY APARTMENTS	37,118.00
743297	31-Jul-2025	OCOTILLO BAY APARTMENTS	35,786.00
742680	11-Jul-2025	OLSEN, EMILY	100.00
742471	02-Jul-2025	OLSSON, INC	13,091.66
742681	11-Jul-2025	OLSSON, INC	2,279.12
742888	16-Jul-2025	OLSSON, INC	2,345.39
742315	01-Jul-2025	ON Q PROPERTY MANAGEMENT	4,038.00
743298	31-Jul-2025	ON Q PROPERTY MANAGEMENT	4,067.00
743020	23-Jul-2025	ONE PHYSICS, LLC	800.00
742682	11-Jul-2025	OPENROAD ALLARD COLLISION-HIGHLAND	85,962.46
742683	11-Jul-2025	OPTUM	8,508.50
742316	01-Jul-2025	OROS, ARSENIO	68.00
743299	31-Jul-2025	OROS, ARSENIO	68.00
742317	01-Jul-2025	ORTH, AMY	1,847.00
743300	31-Jul-2025	ORTH, AMY	1,847.00
742743	11-Jul-2025	ORTIZ, EDUARDO (R)	22.07
742684	11-Jul-2025	ORTNER, CYNTHIA (R)	95.00
742685	11-Jul-2025	OSC VOCATIONAL SYSTEMS	2,310.00
743021	23-Jul-2025	OSC VOCATIONAL SYSTEMS	255.00
742472	02-Jul-2025	OTTO TRUCKING, INC	30,251.12
742686	11-Jul-2025	OTTO TRUCKING, INC	36,492.72
742889	16-Jul-2025	OTTO TRUCKING, INC	3,012.82
743022	23-Jul-2025	OTTO TRUCKING, INC	10,220.55
743184	30-Jul-2025	OTTO TRUCKING, INC	17,587.36
743229	30-Jul-2025	OZEL, AYKUT (R)	67.62
743023	23-Jul-2025	PACIFIC WEST ENVIRONMENTAL AND INFRASTRUCTURE	32,497.50
743185	30-Jul-2025	PALADINI, AIMEE B	1,050.00
742687	11-Jul-2025	PARADIGM MANAGEMENT SERVICES	386.10
743186	30-Jul-2025	PARADISE ISLAND DANCERS, LLC	215.00
742318	01-Jul-2025	PARKER, DIXIE L.	671.00
743301	31-Jul-2025	PARKER, DIXIE L.	671.00

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743024	23-Jul-2025	PASEO VISTA ARCHERY CLUB INC	2,480.00
743100	24-Jul-2025	PATILLO, JANINE M	26.87
743092	23-Jul-2025	PERAZA, ANTHONY (R)	8.92
742319	01-Jul-2025	PETERSEN REALTY	1,723.00
743302	31-Jul-2025	PETERSEN REALTY	1,723.00
743187	30-Jul-2025	PHOENIX ENVIRONMENTAL GROUP, LLC	8,760.00
742688	11-Jul-2025	PHOENIX NEUROLOGICAL ASSOCIATES LTD	225.00
742689	11-Jul-2025	PHOENIX PROCESS EQUIPMENT CO	14,950.00
742532	02-Jul-2025	PICHARDO, JONATHAN (R)	90.20
743025	23-Jul-2025	PIERCE COLEMAN PLLC	206.50
743026	23-Jul-2025	PIERCE COLEMAN PLLC	1,593.00
742936	17-Jul-2025	PIERCE, PRESTON R	312.00
742923	16-Jul-2025	PINKARD, TCHALLA (R)	32.98
742744	11-Jul-2025	PITHAN, JAROD (R)	77.06
743027	23-Jul-2025	PLAY IT SAFE PLAYGROUNDS & PARK EQUIPMENT INC	2,779.96
742320	01-Jul-2025	PLC SOLEIL APARTMENTS, LLC	1,752.00
742824	15-Jul-2025	PLC SOLEIL APARTMENTS, LLC	1,837.00
743303	31-Jul-2025	PLC SOLEIL APARTMENTS, LLC	6,873.00
742745	11-Jul-2025	PORTER, ANGELIQUE (R)	486.19
742690	11-Jul-2025	POSTAL STRATEGIES CORPORATION	434.18
742428	02-Jul-2025	POTTER, ANBOLYN D	8.00
743188	30-Jul-2025	POTTERS INDUSTRIES, LLC	9,204.94
742924	16-Jul-2025	POWER, BRICE (R)	50.51
742473	02-Jul-2025	PRECISION SWEEPING SERVICES, LLC	3,180.48
742691	11-Jul-2025	PRECISION SWEEPING SERVICES, LLC	175.00
742474	02-Jul-2025	PREMISE ONE LLC	310,025.64
742475	02-Jul-2025	PREVEIL INC	35,574.00
743028	23-Jul-2025	PRICE, JACOB (R)	5.00
742925	16-Jul-2025	PRICE, LACEY (R)	94.74
743189	30-Jul-2025	PRIDE GROUP	4,808.47
743029	23-Jul-2025	PRIDE GUIDE	6,098.97
742321	01-Jul-2025	PROGRESS RESIDENTIAL BORROWER 2, LLC	2,440.00
743304	31-Jul-2025	PROGRESS RESIDENTIAL BORROWER 2, LLC	2,440.00
742476	02-Jul-2025	PRO-LINE INDUSTRIAL PRODUCTS INC	23,400.03
742477	02-Jul-2025	PRO-PIPE, INC	11,799.50
743030	23-Jul-2025	PRO-PIPE, INC	10,800.00
742322	01-Jul-2025	PRS PROPERTY MANAGEMENT	2,410.00
743305	31-Jul-2025	PRS PROPERTY MANAGEMENT	2,576.00
742533	02-Jul-2025	PRUETZ, GARRETT (R)	10.79
742478	02-Jul-2025	PUMPMAN WATERWORKS CONTRACTORS PM LLC	53,034.88
742479	02-Jul-2025	PURCELL TIRE AND SERVICE CENTER	3,782.14
742480	02-Jul-2025	PVS DX INC	30,954.47
742692	11-Jul-2025	PVS DX INC	45,448.85
742890	16-Jul-2025	PVS DX INC	32,575.20
743031	23-Jul-2025	PVS DX INC	23,243.49
743190	30-Jul-2025	PVS DX INC	106,662.30
742323	01-Jul-2025	QUACH, TAM	2,831.00
743306	31-Jul-2025	QUACH, TAM	2,831.00
743039	23-Jul-2025	QUADIENT, INC	19,011.60
742761	11-Jul-2025	QUICK COURIER	40.00
743193	30-Jul-2025	R S B ELECTRICAL INC	1,910.00
742485	02-Jul-2025	RAGHAVENDRA, PRAVEEN KUMAR (R)	20.00
743307	31-Jul-2025	RAMOS, KHADJHA (R)	861.00
742746	11-Jul-2025	RANSON, LLOYD (R)	106.45
742926	16-Jul-2025	RASHID, CARMAN (R)	90.31
742762	11-Jul-2025	RAUT, SAGAR (R)	46.65
742534	02-Jul-2025	RAY, ERIC (R)	10.92

Payment Number	Payment Date	Vendor Name	Amount
743194	30-Jul-2025	RDO EQUIPMENT CO	2,206.85
742324	01-Jul-2025	RE/MAX SIGNATURE	1,536.00
743308	31-Jul-2025	RE/MAX SIGNATURE	3,072.00
742325	01-Jul-2025	REALTY EXECUTIVES, AN ARIZONA CORP	4,886.00
743309	31-Jul-2025	REALTY EXECUTIVES, AN ARIZONA CORP	4,886.00
743040	23-Jul-2025	RED DEVELOPMENT OF OCOTILLO, LLC FOUR	32,637.10
742486	02-Jul-2025	REDWOOD OUTDOORS	6,696.42
742487	02-Jul-2025	REFRIGERATION SUPPLIES DISTRIBUTOR	1,867.16
742891	16-Jul-2025	REFRIGERATION SUPPLIES DISTRIBUTOR	52.54
743041	23-Jul-2025	REFRIGERATION SUPPLIES DISTRIBUTOR	534.07
742763	11-Jul-2025	REGAL FENCE LLC	9,969.40
742488	02-Jul-2025	RELIABLE MAINTENANCE AND CUSTODIAL SERVICES	3,750.00
743195	30-Jul-2025	RELIABLE MAINTENANCE AND CUSTODIAL SERVICES	3,750.00
742489	02-Jul-2025	RELIANT GASES, LTD.	15,535.65
742764	11-Jul-2025	RELIANT GASES, LTD.	16,428.75
742892	16-Jul-2025	RELIANT GASES, LTD.	6,056.70
743042	23-Jul-2025	RELIANT GASES, LTD.	15,553.20
743196	30-Jul-2025	RELIANT GASES, LTD.	29,329.95
742490	02-Jul-2025	REPUBLIC SERVICES OF PHOENIX	1,348.22
742765	11-Jul-2025	REPUBLIC SERVICES OF PHOENIX	1,601.13
743043	23-Jul-2025	REPUBLIC SERVICES OF PHOENIX	64.47
743044	23-Jul-2025	REPUBLIC SERVICES OF PHOENIX	37,554.44
742326	01-Jul-2025	RESICAP ARIZONA OWNER III LLC	789.00
743310	31-Jul-2025	RESICAP ARIZONA OWNER III LLC	789.00
742766	11-Jul-2025	REVOLUTION INDUSTRIAL	669,489.87
743239	30-Jul-2025	RICHINS, JAYME H	430.00
742767	11-Jul-2025	RICOH USA INC	20,224.80
742893	16-Jul-2025	RICOH USA INC	37.06
743045	23-Jul-2025	RICOH USA INC	5,239.82
743197	30-Jul-2025	RICOH USA INC	389.87
742491	02-Jul-2025	RITZ SAFETY LLC	198.99
742894	16-Jul-2025	RITZ SAFETY LLC	54.48
743046	23-Jul-2025	RITZ SAFETY LLC	114.71
743198	30-Jul-2025	RITZ SAFETY LLC	207.86
742768	11-Jul-2025	RIVER NORTH TRANSIT, LLC	96,821.78
742769	11-Jul-2025	RIVIERA PARK APARTMENTS	1,510.41
742327	01-Jul-2025	RIVIERA PARK INVESTORS LLC	10,676.00
743311	31-Jul-2025	RIVIERA PARK INVESTORS LLC	13,494.00
742770	11-Jul-2025	ROBERTS, MAURICE ROMEO	300.00
742535	02-Jul-2025	ROCZ, AUSTIN (R)	39.56
743199	30-Jul-2025	RODRIGUES, TRACY	1,960.00
742747	11-Jul-2025	ROI PROPERTIES (R)	42.63
742536	02-Jul-2025	RONIX HOLDINGS LLC (R)	97.92
742328	01-Jul-2025	RPC CHANDLER APARTMENTS LLC	4,727.00
743312	31-Jul-2025	RPC CHANDLER APARTMENTS LLC	4,917.00
742329	01-Jul-2025	RSTK PHOENIX OWNER 1, L.P.	4,790.00
743313	31-Jul-2025	RSTK PHOENIX OWNER 1, L.P.	4,790.00
742492	02-Jul-2025	RUGGIERO'S ACE HARDWARE	1,028.11
743047	23-Jul-2025	RUGGIERO'S ACE HARDWARE	982.73
743200	30-Jul-2025	SAENZ, EMILY	400.00
743201	30-Jul-2025	SAFETY FIRST AQUATICS LLC	1,665.00
742330	01-Jul-2025	SAFI, SYED M	2,815.00
742815	11-Jul-2025	SAFI, SYED M	2,815.00
743314	31-Jul-2025	SAFI, SYED M	2,815.00
742421	02-Jul-2025	SALT RIVER PROJECT	331.69
742771	11-Jul-2025	SALT RIVER PROJECT	2,147.52
742816	11-Jul-2025	SALT RIVER PROJECT	11,178.00

Payment Number	Payment Date	Vendor Name	Amount
742869	16-Jul-2025	SALT RIVER PROJECT	2,493.53
742982	23-Jul-2025	SALT RIVER PROJECT	145.99
743048	23-Jul-2025	SALT RIVER PROJECT	11,711.51
743202	30-Jul-2025	SALT RIVER PROJECT	3,785.54
743203	30-Jul-2025	SALT RIVER PROJECT	365.75
743240	30-Jul-2025	SALT RIVER PROJECT	225.70
743315	31-Jul-2025	SALT RIVER PROJECT	1,158.00
742331	01-Jul-2025	SAN CERVANTES APARTMENTS	1,653.00
743316	31-Jul-2025	SAN CERVANTES APARTMENTS	1,653.00
742332	01-Jul-2025	SAN HACIENDA APARTMENTS	5,777.00
742825	15-Jul-2025	SAN HACIENDA APARTMENTS	885.00
743317	31-Jul-2025	SAN HACIENDA APARTMENTS	6,989.00
742333	01-Jul-2025	SAN PALACIO APARTMENTS	1,457.00
743318	31-Jul-2025	SAN PALACIO APARTMENTS	1,457.00
742334	01-Jul-2025	SAN PALMAS MF REALTY COMPANY LLC	1,641.00
743319	31-Jul-2025	SAN PALMAS MF REALTY COMPANY LLC	1,641.00
743204	30-Jul-2025	SAN TAN FORD	1,112.09
742983	23-Jul-2025	SAN TAN JUSTICE COURT	680.00
742335	01-Jul-2025	SAN VALENCIA APARTMENTS LLC	8,869.00
743320	31-Jul-2025	SAN VALENCIA APARTMENTS LLC	8,869.00
742707	11-Jul-2025	SANDOVAL, ENRIQUE	1,995.27
742493	02-Jul-2025	SANDWICH, JAN	225.00
742537	02-Jul-2025	SANTA MARIA, YVETTE (R)	45.09
742336	01-Jul-2025	SANTANA RIDGE	5,271.00
743321	31-Jul-2025	SANTANA RIDGE	5,271.00
742337	01-Jul-2025	SAVAGE, ERIC	1,932.00
743322	31-Jul-2025	SAVAGE, ERIC	1,932.00
742772	11-Jul-2025	SAVING ONE LIFE	2,925.00
742773	11-Jul-2025	SCHAUMBURG, COLLIN (R)	165.00
742748	11-Jul-2025	SCHNEIDER, KATHRYN (R)	68.28
742708	11-Jul-2025	SCHUHRKE, THOMAS R	480.00
742494	02-Jul-2025	SCHUMACHER, SARAH (R)	500.00
743093	23-Jul-2025	SDB INC (R)	2,985.65
742749	11-Jul-2025	SEARS, JONI (R)	45.34
742895	16-Jul-2025	SEA-WESTERN INC	12,289.46
742338	01-Jul-2025	SECURED EQUITIES	1,171.00
743323	31-Jul-2025	SECURED EQUITIES	1,171.00
743049	23-Jul-2025	SECURITY TITLE AGENCY, INC	200.00
743205	30-Jul-2025	SECURITY TITLE AGENCY, INC	8,667.00
742774	11-Jul-2025	SENERGY PETROLEUM, LLC	10,105.91
743206	30-Jul-2025	SENERGY PETROLEUM, LLC	25,443.24
742495	02-Jul-2025	SENTINEL TECHNOLOGIES, INC	47,390.50
742775	11-Jul-2025	SENTINEL TECHNOLOGIES, INC	145,749.87
742776	11-Jul-2025	SENTINEL TECHNOLOGIES, INC	9,352.73
743050	23-Jul-2025	SENTINEL TECHNOLOGIES, INC	150,661.30
743207	30-Jul-2025	SENTINEL TECHNOLOGIES, INC	52,773.50
742750	11-Jul-2025	SETHI, NEERJA (R)	63.93
742339	01-Jul-2025	SFR JAVELIN BORROWER LP	2,756.00
743324	31-Jul-2025	SFR JAVELIN BORROWER LP	2,756.00
742896	16-Jul-2025	SIMS & WHITE, PLLC	4,565.00
742927	16-Jul-2025	SINCLAIR, AMANDA (R)	26.41
742496	02-Jul-2025	SKYLINE WINDOW CLEANING	1,000.00
742777	11-Jul-2025	SKYLINE WINDOW CLEANING	125.00
742897	16-Jul-2025	SKYLINE WINDOW CLEANING	1,210.00
743208	30-Jul-2025	SKYLINE WINDOW CLEANING	442.00
742928	16-Jul-2025	SLUSSER, JON (R)	61.23
742778	11-Jul-2025	SMALL MARKET MEETINGS	300.00

Payment Number	Payment Date	Vendor Name	Amount
742538	02-Jul-2025	SMALL, BLAKE (R)	66.56
742779	11-Jul-2025	SMITH, RICK C.	531.25
742780	11-Jul-2025	SNEDIGAR MARTIAL ARTS	900.00
742781	11-Jul-2025	SOCCER SHOTS TCG	18,128.00
742898	16-Jul-2025	SOLSOURCE PROPERTY SERVICES	225.00
742497	02-Jul-2025	SOLUTIONS SHUTTERS & BLINDS	4,347.40
742782	11-Jul-2025	SONORAN SPINE CENTER PC	141.66
743051	23-Jul-2025	SONORAN SPINE CENTER PC	100.00
742751	11-Jul-2025	SOPER, JEREMY (R)	6.54
742752	11-Jul-2025	SORATHIA, JAY EPRAVINBHAI (R)	10.87
742753	11-Jul-2025	SOUND LLC (R)	40.25
742498	02-Jul-2025	SOUTH MOUNTAIN DIVE CLUB	720.00
742783	11-Jul-2025	SOUTH MOUNTAIN DIVE CLUB	600.00
743052	23-Jul-2025	SOUTH MOUNTAIN DIVE CLUB	600.00
743209	30-Jul-2025	SOUTHERN TIRE MART, LLC	22,641.88
743053	23-Jul-2025	SOUTHWEST FABRICATION, LLC	167,486.83
742422	02-Jul-2025	SOUTHWEST GAS CORP	103.19
742870	16-Jul-2025	SOUTHWEST GAS CORP	605.58
742984	23-Jul-2025	SOUTHWEST GAS CORP	1,186.65
743241	30-Jul-2025	SOUTHWEST GAS CORP	78.68
742499	02-Jul-2025	SOUTHWEST LAN CONNECTIONS, LLC	2,250.00
742500	02-Jul-2025	SPARKS KARATE	665.00
743210	30-Jul-2025	SPARKS KARATE	595.00
743211	30-Jul-2025	SPECTRA CONTRACT FLOORING	1,864.75
742784	11-Jul-2025	SPEEDIE & ASSOCIATES LLC	1,690.00
742899	16-Jul-2025	SPEEDIE & ASSOCIATES LLC	3,950.00
742817	11-Jul-2025	SPENCER, BRANDY (R)	234.00
742785	11-Jul-2025	SPOK, INC	180.79
743054	23-Jul-2025	SPORTS BLING & THINGS	642.36
742340	01-Jul-2025	SRGMF III PECOS CHANDLER, LLC	1,903.00
743325	31-Jul-2025	SRGMF III PECOS CHANDLER, LLC	1,903.00
743094	23-Jul-2025	STABLEY, JAMIE (R)	72.31
743055	23-Jul-2025	STARR, DEVIN (R)	50.00
742786	11-Jul-2025	STEWART CONCRETE PIPE & PORT INST. CO., INC.	1,047.00
742341	01-Jul-2025	STONE VIEW PHX LLC	8,822.00
743326	31-Jul-2025	STONE VIEW PHX LLC	8,822.00
743212	30-Jul-2025	STORMWATER PROS LLC	800.00
743056	23-Jul-2025	STRIDE BANK (R)	20.00
742754	11-Jul-2025	SUGGS, D'MARR (R)	44.66
742929	16-Jul-2025	SULLIVAN, WAYNE (R)	80.12
742787	11-Jul-2025	SUN COUNTRY TRUCK EQUIPMENT INC	3,449.35
742501	02-Jul-2025	SUN MECHANICAL CONTRACTING INC.	97,053.33
742342	01-Jul-2025	SUN, HONGXLA	2,418.00
743327	31-Jul-2025	SUN, HONGXLA	2,418.00
742755	11-Jul-2025	SUN, LUKE (R)	17.45
742343	01-Jul-2025	SUNDIAL REAL ESTATE LC	775.00
743328	31-Jul-2025	SUNDIAL REAL ESTATE LC	775.00
742930	16-Jul-2025	SUNLAND ASPHALT AND CONSTRUCTION, INC. (R)	2,870.44
742502	02-Jul-2025	SUNRISE ENGINEERING, INC	49,919.15
742788	11-Jul-2025	SUNRISE ENGINEERING, INC	27,180.82
742789	11-Jul-2025	SUNRISE ENGINEERING, LLC	37,322.06
743057	23-Jul-2025	SUPERIOR COURT OF ARIZONA	290.00
743058	23-Jul-2025	SURVEILLANCE SECURITY INC	1,108.00
743213	30-Jul-2025	SURVEILLANCE SECURITY INC	228.00
742503	02-Jul-2025	SURVEILLANCE SYSTEMS INCORPORATED	4,469.89
743214	30-Jul-2025	SURVEILLANCE SYSTEMS INCORPORATED	5,695.25
742937	17-Jul-2025	SWANSON, CALE M	30.00

Payment Number	Payment Date	Vendor Name	Amount
742344	01-Jul-2025	SWAY 2014-1 BORROWER LLC	1,440.00
743329	31-Jul-2025	SWAY 2014-1 BORROWER LLC	1,440.00
743059	23-Jul-2025	SWCA ENVIRONMENTAL CONSULTANTS	16,710.00
742791	11-Jul-2025	TALIS CONSTRUCTION CORP	9,579.37
742345	01-Jul-2025	TANG, JEANNIE	846.00
743330	31-Jul-2025	TANG, JEANNIE	846.00
742504	02-Jul-2025	TDINDUSTRIES INC	6,519.53
743215	30-Jul-2025	TDINDUSTRIES INC	6,519.53
742792	11-Jul-2025	TELEDYNE TEKMAR	4,364.00
742505	02-Jul-2025	TETRA TECH BAS, INC	1,762.00
742793	11-Jul-2025	TETRA TECH BAS, INC	7,026.00
743064	23-Jul-2025	THAI, THOA (R)	5,500.00
742423	02-Jul-2025	THE CLOUDBURST GROUP	1,085.00
742580	09-Jul-2025	THE CLOUDBURST GROUP	3,500.00
742628	11-Jul-2025	THE CLOUDBURST GROUP	3,500.00
742346	01-Jul-2025	THE HOUSING PROFESSIONALS LLC	5,303.00
743331	31-Jul-2025	THE HOUSING PROFESSIONALS LLC	4,779.00
742539	02-Jul-2025	THOMAS, CHRISTY (R)	25.13
743230	30-Jul-2025	THOMAS, SCHYLER (R)	45.00
742794	11-Jul-2025	THOMPSON, DWAYNE (R)	16.88
742795	11-Jul-2025	THORN RUN PARTNERS, LLC	22,500.00
742347	01-Jul-2025	THR PHOENIX LP	4,509.00
743332	31-Jul-2025	THR PHOENIX LP	4,509.00
742348	01-Jul-2025	THR PROPERTY BORROWER LP	3,145.00
743333	31-Jul-2025	THR PROPERTY BORROWER LP	3,145.00
742796	11-Jul-2025	THRU INC	6,000.00
742349	01-Jul-2025	TIDES AT CHANDLER	2,945.00
743334	31-Jul-2025	TIDES AT CHANDLER	3,036.00
742350	01-Jul-2025	TJAHJA, CRYSTAL	1,599.00
743335	31-Jul-2025	TJAHJA, CRYSTAL	1,599.00
742351	01-Jul-2025	TJAHJA, YULIANI	2,250.00
743336	31-Jul-2025	TJAHJA, YULIANI	2,250.00
742790	11-Jul-2025	T-MOBILE USA, INC	109.35
742900	16-Jul-2025	T-MOBILE USA, INC	159.70
743060	23-Jul-2025	T-MOBILE USA, INC	115.00
743061	23-Jul-2025	T-MOBILE USA, INC	50.00
743062	23-Jul-2025	T-MOBILE USA, INC	50.00
743063	23-Jul-2025	T-MOBILE USA, INC	50.00
742352	01-Jul-2025	TRAN, TOM B	948.00
743337	31-Jul-2025	TRAN, TOM B	948.00
742506	02-Jul-2025	TRANE U.S. INC	2,430.57
743065	23-Jul-2025	TRANE U.S. INC	449.67
742797	11-Jul-2025	TREELAND NURSERIES, INC	18.41
743066	23-Jul-2025	TRELLIS	103.60
743231	30-Jul-2025	TRICON SFR 2024-3 BORROWER LLC (R)	48.58
742507	02-Jul-2025	TRUEPOINT SOLUTIONS, LLC	4,162.50
743032	23-Jul-2025	TRUITT, ELAINE (R)	8,591.14
743095	23-Jul-2025	TURNER, JAMARA (R)	83.69
743242	30-Jul-2025	TURNER, STEVEN A	434.50
742798	11-Jul-2025	UBM ENTERPRISE, INC	13,331.20
742901	16-Jul-2025	UBM ENTERPRISE, INC	268.00
742799	11-Jul-2025	UNION PACIFIC RAILROAD COMPANY	1,026.00
742800	11-Jul-2025	UNITED SITE SERVICES OF NEVADA, INC	209.57
743067	23-Jul-2025	UNITED SITE SERVICES OF NEVADA, INC	171.39
743216	30-Jul-2025	UNITED STATES CONFERENCE OF MAYORS	13,870.00
743217	30-Jul-2025	UNIVERSITY OF ARIZONA	200,000.00
742801	11-Jul-2025	US AIR CONDITIONING DISTRIBUTORS LLC	8,880.62

Payment Number	Payment Date	Vendor Name	Amount
743218	30-Jul-2025	US PEROXIDE LLC	28,738.64
743219	30-Jul-2025	UTILITY CRANE & EQUIPMENT, INC	135.46
742756	11-Jul-2025	VAIDYANATHAN, SWETHA (R)	20.80
743338	31-Jul-2025	VALENZUELA, DAYSIBETH	420.00
743339	31-Jul-2025	VALENZUELA, EVELYN (R)	361.86
742818	11-Jul-2025	VALLE-QUIROGA, GUADALUPE (R)	16,675.46
742902	16-Jul-2025	VARITEC CONTROLS & SERVICE SOLUTIONS LLC	12,717.00
743068	23-Jul-2025	VARITEC CONTROLS & SERVICE SOLUTIONS LLC	5,483.00
742353	01-Jul-2025	VEGA AND ASSOCIATES REAL ESTATE	1,974.00
743340	31-Jul-2025	VEGA AND ASSOCIATES REAL ESTATE	1,436.00
742903	16-Jul-2025	VEOLIA WTS USA, INC	11,734.80
742508	02-Jul-2025	VERSATERM PUBLIC SAFETY US, INC	46,300.00
742904	16-Jul-2025	VINCERE PHYSICIANS GROUP PLLC	15,150.00
743096	23-Jul-2025	VINCITORIO, MARIO (R)	545.16
743220	30-Jul-2025	VINCON ENGINEERING CONSTRUCTION LLC	80,442.79
743341	31-Jul-2025	VIRDEE, ARVINDER S	745.00
742509	02-Jul-2025	W W WILLIAMS	457.81
742802	11-Jul-2025	W W WILLIAMS	1,933.73
742540	02-Jul-2025	WACHENDORF, CALLIE (R)	100.25
742803	11-Jul-2025	WACO CONTRACTING	350,650.44
742804	11-Jul-2025	WALKER CONSULTANTS	7,489.50
743221	30-Jul-2025	WALKME, INC	173,019.00
743101	24-Jul-2025	WALTERS, ROBERT S	480.00
743097	23-Jul-2025	WARDA, ALBERT (R)	83.19
742905	16-Jul-2025	WATER & ENERGY SYSTEMS TECHNOLOGY INC	2,306.75
742354	01-Jul-2025	WATER'S EDGE AT OCOTILLO	3,025.00
743342	31-Jul-2025	WATER'S EDGE AT OCOTILLO	3,028.00
742355	01-Jul-2025	WEALTH BUILDER REAL ESTATE	555.00
743343	31-Jul-2025	WEALTH BUILDER REAL ESTATE	555.00
742805	11-Jul-2025	WEDDLE & GILMORE ARCHITECTS PLLC	86,495.00
742356	01-Jul-2025	WEN YIN	2,345.00
743344	31-Jul-2025	WEN YIN	1,718.00
743069	23-Jul-2025	WEST COAST ARBORISTS, INC	9,290.00
742357	01-Jul-2025	WEST USA REALTY, INC.	2,664.00
743345	31-Jul-2025	WEST USA REALTY, INC.	2,732.00
742806	11-Jul-2025	WHITE & ASSOCIATES	535.00
742906	16-Jul-2025	WHITE & ASSOCIATES	486.00
742358	01-Jul-2025	WHITMAN, STEVEN	2,157.00
743346	31-Jul-2025	WHITMAN, STEVEN	2,157.00
742931	16-Jul-2025	WICK, DENNIS (R)	50.28
742807	11-Jul-2025	WIENEKE LAW GROUP PLC	11,237.00
742907	16-Jul-2025	WIENEKE LAW GROUP PLC	4,772.80
743070	23-Jul-2025	WIENEKE LAW GROUP PLC	4,230.90
742757	11-Jul-2025	WILCOTT, ASHLEY (R)	51.87
742758	11-Jul-2025	WILDE, STEPHEN (R)	45.59
742541	02-Jul-2025	WILKINSON, TIM (R)	49.70
743098	23-Jul-2025	WILLIAMS, KIMBERLYN (R)	367.60
742510	02-Jul-2025	WILSON ENGINEERS, LLC	86,103.00
742808	11-Jul-2025	WILSON ENGINEERS, LLC	650,470.07
743222	30-Jul-2025	WORKSBUREAU, INC	9,807.10
743071	23-Jul-2025	WRITTEN IN STONE, LLC	78.00
742908	16-Jul-2025	Y2K ENGINEERING, LLC	14,875.00
742359	01-Jul-2025	YAMASA CO. LTD	1,794.00
743347	31-Jul-2025	YAMASA CO. LTD	1,794.00
742985	23-Jul-2025	YOUNG REMBRANDTS OF SOUTHEAST PHOENIX	4,302.00
742360	01-Jul-2025	ZHENG, SHAO MEI	2,400.00
743348	31-Jul-2025	ZHENG, SHAO MEI	2,400.00

Payment Number	Payment Date	Vendor Name	Amount
742759	11-Jul-2025	ZIRES, RYAN (R)	66.85
742511	02-Jul-2025	ZISCHKE, JEFF	4,250.00
743099	23-Jul-2025	ZORZ, STEVEN (R)	13.70
742709	11-Jul-2025	ZYWCZYK, JERRY M	400.00
743349	06-Aug-2025	2060 DIGITAL PHOENIX	6,030.00
744041	27-Aug-2025	200XPROPERTIES LLC (R)	33.89
744089	28-Aug-2025	2013-1 IH BORROWER LP	909.00
744090	28-Aug-2025	2017-1 IH BORROWER LP	6,295.00
744091	28-Aug-2025	2017-2 IH BORROWER LP	1,635.00
744092	28-Aug-2025	2018-1 IH BORROWER LP	1,750.00
744093	28-Aug-2025	2018-2 IH BORROWER LP	1,916.00
743564	13-Aug-2025	4x3 LLC	5,900.00
743768	20-Aug-2025	4x3 LLC	4,643.34
744094	28-Aug-2025	99 N COOPER 133 LLC	1,398.00
743565	13-Aug-2025	A MIND FOR DETAIL INC	2,400.00
743769	20-Aug-2025	A MIND FOR DETAIL INC	6,766.25
743566	13-Aug-2025	A&M NUT AND BOLT INC	446.21
743500	06-Aug-2025	ABDULLAH, GOFRAN (R)	11.15
743350	06-Aug-2025	ACE UNIFORMS OF PHOENIX	2,750.81
743770	20-Aug-2025	ACE UNIFORMS OF PHOENIX	3,200.37
743351	06-Aug-2025	ADP INTERPRETING LLC	980.00
743903	27-Aug-2025	ADP INTERPRETING LLC	490.00
743771	20-Aug-2025	AEROSRC LLC	6,030.00
743567	13-Aug-2025	AFLAC	556.60
744095	28-Aug-2025	AHMETOVIC, AMILA	2,200.00
743352	06-Aug-2025	AIRPARK SIGNS & GRAPHICS	18,101.15
743751	20-Aug-2025	ALEXANDER, ALYSSA (R)	29.92
743568	13-Aug-2025	ALIGHT SOLUTIONS LLC	18,517.03
743772	20-Aug-2025	ALIGHT SOLUTIONS LLC	6,436.43
743353	06-Aug-2025	ALLIED UNIVERSAL JANITORIAL SERVICES	47,646.20
743569	13-Aug-2025	ALLIED UNIVERSAL JANITORIAL SERVICES	3,635.33
743773	20-Aug-2025	ALLIED UNIVERSAL JANITORIAL SERVICES	3,745.85
743904	27-Aug-2025	ALLIED UNIVERSAL JANITORIAL SERVICES	641.58
743570	13-Aug-2025	ALLIED UNIVERSAL SECURITY SERVICES	1,188.00
743905	27-Aug-2025	ALLIED UNIVERSAL SECURITY SERVICES	2,376.00
743354	06-Aug-2025	ALLSTATE SALES GROUP INC (R)	33.75
743906	27-Aug-2025	ALTEC INDUSTRIES, INC	144.45
743571	13-Aug-2025	AMERESCO, INC	6,196.00
743774	20-Aug-2025	AMERICAN PLAY SYSTEMS	38,050.80
743775	20-Aug-2025	AMERICAS CART SERVICE	96.00
744096	28-Aug-2025	AMH 2014-1 BORROWER, LLC	2,497.00
743572	13-Aug-2025	ANCON	47,475.71
743776	20-Aug-2025	ANIXTER INC	2,422.00
743777	20-Aug-2025	AP FIRE PROTECTION, LLC	3,105.68
744097	28-Aug-2025	APC 2020 INVESTMENT, LLC	17,564.00
743355	06-Aug-2025	APL ACCESS & SECURITY	76,173.06
743907	27-Aug-2025	APL ACCESS & SECURITY	77,299.87
743356	06-Aug-2025	APPRAISAL TECHNOLOGY, LLC	1,700.00
743573	13-Aug-2025	AQUA METROLOGY SYSTEMS LIMITED	12,950.00
743908	27-Aug-2025	AQUAFIT CHLORINATION SYSTEMS, LLC	27,614.70
743874	21-Aug-2025	ARANDA, RUBEN J	808.38
743574	13-Aug-2025	ARIZONA ATTORNEY GENERAL'S OFFICE	566.15
743778	20-Aug-2025	ARIZONA ATTORNEY GENERAL'S OFFICE	1,386.67
743909	27-Aug-2025	ARIZONA COMMERCE AUTHORITY	10,000.00
743779	20-Aug-2025	ARIZONA FREELANCE INTERPRETING SERVICES	230.00
743357	06-Aug-2025	ARIZONA LINES, LLC	9,484.00
743358	06-Aug-2025	ARIZONA POWER AUTHORITY	3,240.81

Payment Number	Payment Date	Vendor Name	Amount
743707	13-Aug-2025	ARIZONA PUBLIC SERVICE COMPANY	6,037.00
743359	06-Aug-2025	ARIZONA RUBBER COMPANY, INC	500.16
743780	20-Aug-2025	ARIZONA SECRETARY OF STATE	50.00
743781	20-Aug-2025	ARIZONA SECRETARY OF STATE	50.00
743575	13-Aug-2025	ARIZONA STATE TREASURER	259,902.03
743782	20-Aug-2025	ARIZONA WASTEWATER INDUSTRIES INC	16,365.00
743910	27-Aug-2025	ARIZONA WASTEWATER INDUSTRIES INC	2,534.04
743875	21-Aug-2025	ARMSTRONG, AVERY R	81.00
743714	14-Aug-2025	ARMSTRONG, CLARENCE JR	1,060.27
743783	20-Aug-2025	ARROWHEAD SCIENTIFIC INC	924.58
744098	28-Aug-2025	ASHLEY 2021 LLC	1,640.00
744099	28-Aug-2025	ASSET SUPPORT FUNDING, LLC	1,119.00
743360	06-Aug-2025	ASSURED DOCUMENT DESTRUCTION INC	149.95
743784	20-Aug-2025	ASSURED DOCUMENT DESTRUCTION INC	159.95
743576	13-Aug-2025	ASU OFFICE FOR RESEARCH & SPONSORED PROJECT	22,916.67
743387	06-Aug-2025	AT&T MOBILITY	93,202.55
743785	20-Aug-2025	AT&T MOBILITY	965.91
743934	27-Aug-2025	AT&T MOBILITY	13,225.88
743361	06-Aug-2025	ATLASSIAN PTY LTD	9,141.80
743605	13-Aug-2025	AUDITOR-CONTROLLER	200.00
743362	06-Aug-2025	AWP SAFETY	3,486.63
743577	13-Aug-2025	AWP SAFETY	2,245.26
744100	28-Aug-2025	AZ REAL HOLDINGS LLC	2,557.00
743786	20-Aug-2025	AZTEC ENGINEERING GROUP, INC	7,904.12
744042	27-Aug-2025	B&F CONTRACTING (R)	1,358.34
743911	27-Aug-2025	B&F CONTRACTING INC	7,479,998.93
743578	13-Aug-2025	BAKER & TAYLOR LLC	59.28
743912	27-Aug-2025	BAKER & TAYLOR LLC	16.39
744070	28-Aug-2025	BALCH, RIANN	136.00
743752	20-Aug-2025	BANALA, RAJASEKHAR (R)	44.44
743579	13-Aug-2025	BANNER OCCUPATIONAL HEALTH CLINICS	75.00
743787	20-Aug-2025	BANNER OCCUPATIONAL HEALTH CLINICS	10,200.50
743913	27-Aug-2025	BANNER OCCUPATIONAL HEALTH CLINICS	3,294.50
743501	06-Aug-2025	BARTHELEMY, SAMUEL (R)	18.57
743363	06-Aug-2025	BAY ALARM COMPANY (R)	50.63
744043	27-Aug-2025	BEATTY, LOGAN (R)	10.08
743502	06-Aug-2025	BERGERON, SIERA (R)	53.68
744044	27-Aug-2025	BERMAN, DIMITRI (R)	43.74
744101	28-Aug-2025	BERT'S HOMES LLC	2,200.00
743753	20-Aug-2025	BFL PROJECTS INC (R)	567.07
743503	06-Aug-2025	BHATT, AMAR (R)	93.28
743606	13-Aug-2025	BIEL'S INFORMATION TECHNOLOGY SYSTEMS	2,354.64
743788	20-Aug-2025	BIEL'S INFORMATION TECHNOLOGY SYSTEMS	4,100.00
743504	06-Aug-2025	BLOOM, REBECCA (R)	74.48
743364	06-Aug-2025	BLUETRITTON BRANDS INC	3,279.57
743935	27-Aug-2025	BLUETRITTON BRANDS INC	2,668.20
743580	13-Aug-2025	BOBCAT OF PHOENIX	2,641.56
743914	27-Aug-2025	BOBCAT OF PHOENIX	771.67
744071	28-Aug-2025	BODELL, IAN J	400.00
743365	06-Aug-2025	BOOT BARN INC	331.44
743789	20-Aug-2025	BORDER STATES ELECTRIC SUPPLY	481.24
743915	27-Aug-2025	BORDER STATES ELECTRIC SUPPLY	1,279.65
743366	06-Aug-2025	BOUND TREE MEDICAL LLC	6,895.44
743790	20-Aug-2025	BOUND TREE MEDICAL LLC	3,436.51
743916	27-Aug-2025	BOUND TREE MEDICAL LLC	5,930.95
744102	28-Aug-2025	BREIT MF LUMIERE CHANDLER LLC	1,382.00
743791	20-Aug-2025	BRICKS 4 KIDZ	1,400.00

Payment Number	Payment Date	Vendor Name	Amount
743367	06-Aug-2025	BRIDGERS & PAXTON CONSULTING ENGINEERS, INC	5,726.00
743792	20-Aug-2025	BRIGHT TOUCH PAINTING LLC	5,900.00
743581	13-Aug-2025	BRINK'S, INCORPORATED	4,296.12
743793	20-Aug-2025	BROENING OBERG WOODS & WILSON, PC	1,044.52
743794	20-Aug-2025	BROWN'S PARTSMASTER INC	295.07
743917	27-Aug-2025	BROWN'S PARTSMASTER INC	85.45
743505	06-Aug-2025	BRUNO, WILLIAM (R)	240.34
743506	06-Aug-2025	BUCKLEY, TYLER (R)	37.07
743368	06-Aug-2025	BUESING CORPORATION	50.00
743795	20-Aug-2025	BUESING CORPORATION	90.00
744103	28-Aug-2025	BULLSEYE PROPERTY MANAGEMENT, LLC	1,742.00
743796	20-Aug-2025	BURGESS & NIPLE INC	17,745.00
743754	20-Aug-2025	BURGHARDT, JOHN (R)	44.58
743507	06-Aug-2025	BURNETT, WAYNE (R)	21.50
743369	06-Aug-2025	C & I SHOW HARDWARE & SECURITY SYSTEMS INC	7,688.13
743508	06-Aug-2025	CANO, ELIZABETH (R)	59.13
743370	06-Aug-2025	CARBON ACTIVATED CORPORATION	49,834.80
743797	20-Aug-2025	CARBON ACTIVATED CORPORATION	50,952.40
743998	27-Aug-2025	CARVER, DENISE (R)	25.00
743798	20-Aug-2025	CDW GOVERNMENT, LLC	32,593.71
743918	27-Aug-2025	CDW GOVERNMENT, LLC	77,809.80
743582	13-Aug-2025	CENTURY GRAPHICS INC	14,458.65
744045	27-Aug-2025	CHAN, KRISTEN (R)	63.52
743755	20-Aug-2025	CHANDLER FESTIVAL LLC (R)	356.18
743715	14-Aug-2025	CHARLSON, ROGER L	175.00
743371	06-Aug-2025	CHILLER CITY CORPORATION	2,964.00
743509	06-Aug-2025	CHUNG, YOUNGIA (R)	18.55
743372	06-Aug-2025	CINTAS CORPORATION	2,277.84
743583	13-Aug-2025	CINTAS CORPORATION	187.71
743799	20-Aug-2025	CINTAS CORPORATION	2,868.40
743919	27-Aug-2025	CINTAS CORPORATION	1,059.69
743584	13-Aug-2025	CITY OF CHANDLER	7,385.00
743708	13-Aug-2025	CITY OF GLENDALE	3,730.64
743585	13-Aug-2025	CITY OF PHOENIX	818.00
743800	20-Aug-2025	CITY OF PHOENIX	424,424.56
743920	27-Aug-2025	CITY OF PHOENIX	270,251.47
743586	13-Aug-2025	CITY OF TEMPE	53,579.36
743801	20-Aug-2025	CITY OF TEMPE	4,811.58
743876	21-Aug-2025	CITY OF TEMPE	52,516.32
743802	20-Aug-2025	CLARK HILL PLC	30,889.30
743803	20-Aug-2025	CLEMENTE RANCH HOMEOWNERS ASSOCIATION	1,500.00
744104	28-Aug-2025	CLUB CANCUN APARTMENTS	1,804.00
743804	20-Aug-2025	COADY, CHRISTOPHER AND JAYNA COADY (R)	2,597.54
743805	20-Aug-2025	COIN AND PROFESSIONAL EQUIPMENT	316.00
743921	27-Aug-2025	COMPLETE SAFETY	213.92
743806	20-Aug-2025	COMPREHENSIVE PAIN SPECIALISTS	1,600.00
743373	06-Aug-2025	COMPUTER AID, INC	59,115.00
743587	13-Aug-2025	COMPUTER AID, INC	142,835.50
743807	20-Aug-2025	COMPUTER AID, INC	280,604.52
743374	06-Aug-2025	CONFERENCEDIRECT	17,500.00
743375	06-Aug-2025	CONTRACTOR FIRE PROTECTION	9,833.28
743588	13-Aug-2025	CONTRACTOR FIRE PROTECTION	300.00
743589	13-Aug-2025	CONTRACTOR FIRE PROTECTION	1,909.00
743808	20-Aug-2025	CONTRACTOR FIRE PROTECTION	1,952.00
743922	27-Aug-2025	CONTRACTOR FIRE PROTECTION	4,857.69
743376	06-Aug-2025	CORE & MAIN LP	218.46
743809	20-Aug-2025	CORE & MAIN LP	2,106.60

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743923	27-Aug-2025	CORE & MAIN LP	1,308.96
743590	13-Aug-2025	CORVEL ENTERPRISE CLAIMS INC	16,800.00
743591	13-Aug-2025	COX BUSINESS	1,050.00
743756	20-Aug-2025	COX, TRISTAN (R)	16.67
743377	06-Aug-2025	CRAWFORD MECHANICAL SERVICES LLC	3,239.24
743810	20-Aug-2025	CRAWFORD MECHANICAL SERVICES LLC	1,936.93
743924	27-Aug-2025	CRAWFORD MECHANICAL SERVICES LLC	48,376.63
743592	13-Aug-2025	CRISIS PREPARATION & RECOVERY, INC	20,104.00
743925	27-Aug-2025	CRISIS PREPARATION & RECOVERY, INC	8,806.00
744046	27-Aug-2025	CRONIN, BRITTNEY (R)	60.26
743510	06-Aug-2025	CUADRA, ALAN (R)	29.43
743378	06-Aug-2025	CVENT INC	62,252.32
743379	06-Aug-2025	D L SALES CORP	543.37
743380	06-Aug-2025	D&B CONSTRUCTION GROUP LLC	32,065.00
743593	13-Aug-2025	D&B CONSTRUCTION GROUP LLC	44,746.00
743690	13-Aug-2025	DAAS, MICHAELA (R)	61.40
743811	20-Aug-2025	DAVE DOWNING & ASSOCIATES	3,674.00
743926	27-Aug-2025	DAVE DOWNING & ASSOCIATES	4,553.82
743381	06-Aug-2025	DAY AUTO SUPPLY, INC	796.06
743594	13-Aug-2025	DAY AUTO SUPPLY, INC	1,054.84
743927	27-Aug-2025	DAY AUTO SUPPLY, INC	2,278.52
743511	06-Aug-2025	DAY EXCAVATION LLC (R)	2,839.63
743382	06-Aug-2025	DECA SOUTHWEST	2,615.15
743595	13-Aug-2025	DECA SOUTHWEST	13,991.70
743812	20-Aug-2025	DECA SOUTHWEST	10,013.96
743928	27-Aug-2025	DECA SOUTHWEST	783.92
743383	06-Aug-2025	DEEP ROOTS TREE CARE LLC	1,450.00
743813	20-Aug-2025	DEEP ROOTS TREE CARE LLC	7,435.00
743877	21-Aug-2025	DELMA, WILLARD C	547.00
743596	13-Aug-2025	DELTA DENTAL OF ARIZONA	11,354.58
743597	13-Aug-2025	DELTA DENTAL OF ARIZONA	196,180.34
744072	28-Aug-2025	DENNING, LARRY P	117.18
744105	28-Aug-2025	DESAI, SREEDHAR	2,888.00
743814	20-Aug-2025	DESERT TOX, LLC	477.30
743384	06-Aug-2025	DIAMONDBACK CARPORT REPAIR INC	6,890.00
743598	13-Aug-2025	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	100,827.00
743929	27-Aug-2025	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	973.40
743385	06-Aug-2025	DIBBLE CM, LLC	33,335.00
743599	13-Aug-2025	DIBBLE CM, LLC	2,480.00
743815	20-Aug-2025	DIBBLE CM, LLC	74,902.50
743930	27-Aug-2025	DICK & FRITSCHE DESIGN GROUP, INC	31,408.00
743816	20-Aug-2025	DIG STUDIO INC	47,219.75
743600	13-Aug-2025	DIGIQUATICS	5,494.72
743512	06-Aug-2025	DIXON, ERIN (R)	45.16
744106	28-Aug-2025	DUCKS & ASSOC REALTY INC	2,019.00
743878	21-Aug-2025	DUNN, BRIAN C	49.94
743386	06-Aug-2025	DYE CARBONIC	1,419.28
743601	13-Aug-2025	DYE CARBONIC	2,654.01
743817	20-Aug-2025	DYE CARBONIC	1,335.42
743931	27-Aug-2025	DYE CARBONIC	1,755.27
743819	20-Aug-2025	EAR PROFESSIONAL AUDIO VIDEO	4,703.50
743388	06-Aug-2025	EARNHARDT	561.33
743936	27-Aug-2025	EARNHARDT	575.65
743938	27-Aug-2025	EARNHARDT	7,991.80
743389	06-Aug-2025	EARNHARDT CHEVROLET	891.51
743939	27-Aug-2025	EARNHARDT CHEVROLET	1,323.28
743390	06-Aug-2025	ELLIOTT ELECTRIC SUPPLY	32.79

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743940	27-Aug-2025	ELONTEC, LLC	69,682.12
743391	06-Aug-2025	EMPIRE SOUTHWEST, LLC	1,067.48
743941	27-Aug-2025	EMPIRE SOUTHWEST, LLC	306.74
743392	06-Aug-2025	ENRIQUEZ, ARIANA BELEN	1,500.00
743820	20-Aug-2025	ENTELLUS INC	6,926.00
743821	20-Aug-2025	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	870.00
743942	27-Aug-2025	ENVISIONWARE, INC	5,810.31
743691	13-Aug-2025	EPPERT, OLIVIA (R)	71.94
743943	27-Aug-2025	EPS GROUP INC	4,111.25
743944	27-Aug-2025	EQUIFAX WORKFORCE SOLUTIONS LLC	8,150.34
744107	28-Aug-2025	ESHAQ, MUNAIM GEORGE ABU	633.00
743607	13-Aug-2025	ESQUIRE DEPOSITION SOLUTIONS LLC	842.40
743879	21-Aug-2025	ESTRELLA, JESUS C	547.00
743608	13-Aug-2025	EUROFINS CALSCIENCE	102.00
743609	13-Aug-2025	EVANS CONSOLES INCORPORATED	4,691.79
743716	14-Aug-2025	EVANS, KELLIE M	112.00
743945	27-Aug-2025	EVERBRITE LLC	4,907.19
743822	20-Aug-2025	EVEREST COMMUNICATIONS	1,650.00
743610	13-Aug-2025	EVERGREEN TURF, INC	19,299.65
743823	20-Aug-2025	EVERGREEN TURF, INC	8,802.17
743946	27-Aug-2025	EVERGREEN TURF, INC	78.34
743513	06-Aug-2025	EVERS, CHERINE (R)	56.93
743393	06-Aug-2025	EXHIBIT ENVOY INC	2,025.00
743947	27-Aug-2025	FACTORY MOTOR PARTS	1,829.02
743397	06-Aug-2025	FACTORY MOTOR PARTS COMPANY	10,772.19
744108	28-Aug-2025	FARNSWORTH REALTY & MANAGEMENT	956.00
744109	28-Aug-2025	FASHION CENTER ACQUISTION LLC	1,664.00
743611	13-Aug-2025	FASTSIGNS - CHANDLER	14,997.78
743948	27-Aug-2025	FASTSIGNS - CHANDLER	1,436.29
743398	06-Aug-2025	FERGUSON ENTERPRISES, LLC	1,969.40
743612	13-Aug-2025	FERGUSON ENTERPRISES, LLC	5,256.55
743824	20-Aug-2025	FERGUSON ENTERPRISES, LLC	336.14
743949	27-Aug-2025	FERGUSON ENTERPRISES, LLC	316,475.38
743950	27-Aug-2025	FERNANDEZ, EDGAR	2,100.00
743613	13-Aug-2025	FIBERQUANT, INC	261.00
743514	06-Aug-2025	FIDELITONE LLC (R)	399.68
743614	13-Aug-2025	FIELDPRINT, INC	140.25
743951	27-Aug-2025	FISHER ROSEMOUNT SYSTEMS INC	5,286.92
743515	06-Aug-2025	FIVE CS CONSTRUCTION (R)	2,471.98
743709	13-Aug-2025	FLAGSTAFF HOUSING AUTHORITY	2,443.64
744047	27-Aug-2025	FLEMMING, RYAN (R)	16.60
744073	28-Aug-2025	FLORES, VICTORIA S	400.00
744110	28-Aug-2025	FOOTHILLS REALTY & MANAGEMENT	2,233.00
743825	20-Aug-2025	FOR OUR CITY-CHANDLER	10,000.00
744111	28-Aug-2025	FRANK VITIRITTI TRUSTEE	1,017.00
743826	20-Aug-2025	FSL HOME IMPROVEMENTS	4,230.33
743692	13-Aug-2025	GADAM, SUSMITHA (R)	58.45
743827	20-Aug-2025	GAJANAN LLC	48,000.00
743693	13-Aug-2025	GALAN, ROCIO (R)	939.08
744112	28-Aug-2025	GALVAN, BERNARD	2,750.00
743561	08-Aug-2025	GANAPATHY, RAMSUNDAR	145.00
744113	28-Aug-2025	GANAPATHY, RAMSUNDAR	2,471.00
744114	28-Aug-2025	GANI, OSAMA S	1,654.00
743516	06-Aug-2025	GARCIA, ADRIAN (R)	7.36
743550	07-Aug-2025	GARCIA, JAMES J	349.80
743399	06-Aug-2025	GARNEY CONSTRUCTION, INC	93,887.77
743400	06-Aug-2025	GARTNER INC	173,581.72

Payment Number	Payment Date	Vendor Name	Amount
743828	20-Aug-2025	GENASYS INC	31,500.00
743952	27-Aug-2025	GERVASIO & ASSOC., INC	7,157.50
743829	20-Aug-2025	GILA RIVER INDIAN COMMUNITY	9,282.83
743953	27-Aug-2025	GILA RIVER INDIAN COMMUNITY	4,739.74
743954	27-Aug-2025	GILA RIVER INDIAN COMMUNITY UTILITY AUTHORITY	22,837.17
743880	21-Aug-2025	GINGERICH, DAWN M	42.67
743615	13-Aug-2025	GJURASIC, ALEXANDRA	200.00
744048	27-Aug-2025	GKP GENERAL CONTRACTING (R)	2,490.49
743869	20-Aug-2025	GLENN, KRYSTLE (R)	14,360.99
743616	13-Aug-2025	GLENNIE REPORTING SERVICES, LLC	1,839.00
744049	27-Aug-2025	GOBLE, JAY (R)	81.14
744115	28-Aug-2025	GOLD TRUST REALTY	16,006.00
743551	07-Aug-2025	GOMEZ, FERNANDO G	42.00
743401	06-Aug-2025	GONZALES, FRANK B	1,000.00
744050	27-Aug-2025	GONZALES, NICHOLAS (R)	74.04
743402	06-Aug-2025	GOOD FORM FOODS LLC (R)	11.25
743403	06-Aug-2025	GORDWIN LAW, PLLC	5,666.67
743955	27-Aug-2025	GORDWIN LAW, PLLC	5,666.67
743517	06-Aug-2025	GOULET & GOULET (R)	236.33
743404	06-Aug-2025	GRAINGER	2,773.30
743405	06-Aug-2025	GRAINGER	59.35
743617	13-Aug-2025	GRAINGER	2,508.23
743618	13-Aug-2025	GRAINGER	492.80
743830	20-Aug-2025	GRAINGER	1,897.70
743956	27-Aug-2025	GRAINGER	1,022.52
743957	27-Aug-2025	GRAINGER	2,649.75
743619	13-Aug-2025	GRANICUS, LLC	12,000.00
743881	21-Aug-2025	GRANILLO, RAMON A	394.00
743406	06-Aug-2025	GRANITE CONSTRUCTION COMPANY	1,039,280.98
743620	13-Aug-2025	GRAYMAR ENVIRONMENTAL SERVICES, INC	1,096.00
743831	20-Aug-2025	GREAT TRAINING LLC	1,725.00
743757	20-Aug-2025	GREYERBIEHL, LINDSAY (R)	94.13
743518	06-Aug-2025	GROSS, RONNI (R)	62.00
743407	06-Aug-2025	GROUNDS CONTROL LLC	146,567.21
743621	13-Aug-2025	GROUNDS CONTROL LLC	5,839.00
743832	20-Aug-2025	GROUNDS CONTROL LLC	54,751.00
743958	27-Aug-2025	GROUNDS CONTROL LLC	11,385.00
744116	28-Aug-2025	GRS INVESTMENT COMPANY, LLC	5,625.00
743870	20-Aug-2025	GUERRERO-MENESES, NARCISA (R)	18,309.54
743882	21-Aug-2025	GUNDU SEKESO, SIDWELL	547.00
743833	20-Aug-2025	GUTIERREZ, PETE AND NIOME GUTIERREZ (R)	4,000.00
743834	20-Aug-2025	GYM TECH LLC	836.23
744117	28-Aug-2025	HACIENDA DE LOS ARCOS	331.00
743519	06-Aug-2025	HALL, FADERA (R)	41.37
743520	06-Aug-2025	HAMBY, REBECCA (R)	44.43
743871	20-Aug-2025	HAMILTON, LASHELL (R)	5,612.43
743408	06-Aug-2025	HARRIS ARIZONA, LLC	484.21
743409	06-Aug-2025	HAWKEYE ELECTRIC INC	7,651.00
743622	13-Aug-2025	HAWKEYE ELECTRIC INC	466.59
743883	21-Aug-2025	HAYES, DAVIS A	400.00
743835	20-Aug-2025	HAZEN AND SAWYER	1,071,973.50
743836	20-Aug-2025	HEALTHCARE MEDICAL WASTE SERVICES	110.00
743959	27-Aug-2025	HEARTFIT FOR DUTY LLC	250.00
743623	13-Aug-2025	HELMSBRISCOE PERFORMANCE GROUP, INC.	11,000.00
743624	13-Aug-2025	HENNESSY, MEGAN	200.00
743602	13-Aug-2025	HENNESY MECHANICAL SALES, A DXP COMPANY	5,841.00
743717	14-Aug-2025	HERNANDEZ, MARICELA	328.01

Payment Number	Payment Date	Vendor Name	Amount
743758	20-Aug-2025	HILTON, SARAH (R)	7.67
743410	06-Aug-2025	HIRAM CARRASCO (R)	11.25
743759	20-Aug-2025	HO, BAO (R)	86.41
744118	28-Aug-2025	HOME LADDER LLC	2,184.00
743521	06-Aug-2025	HONEST OFFER AZ LLC (R)	33.54
743837	20-Aug-2025	HONORHEALTH	95.00
743838	20-Aug-2025	HORROCKS LLC	54,450.00
743710	13-Aug-2025	HOUSING AUTHORITY OF JOLIET	2,980.64
743562	08-Aug-2025	HSIEH, HENRY	2,380.00
744119	28-Aug-2025	HSIEH, HENRY	2,380.00
744120	28-Aug-2025	HUERTA, JUANITA	160.00
744074	28-Aug-2025	HUEZO HERNANDEZ, RAMON D	322.00
743625	13-Aug-2025	HUGHES FIRE EQUIPMENT INC	3,045.61
743839	20-Aug-2025	HUGHES FIRE EQUIPMENT INC	29,753.84
743960	27-Aug-2025	HUGHES FIRE EQUIPMENT INC	1,237,503.57
743694	13-Aug-2025	HUNTER, JORDAN (R)	19.63
743626	13-Aug-2025	HURWITZ, SARAH	200.00
743411	06-Aug-2025	HYDRA CONTRACTING LLC	136,170.00
743840	20-Aug-2025	HYDRA-BLADE INDUSTRIES LLC	2,190.00
743412	06-Aug-2025	I3-MILESTONE, LLC	99,686.00
743413	06-Aug-2025	IDEMIA IDENTITY & SECURITY USA LLC	49,326.00
744121	28-Aug-2025	IH5 PROPERTY BORROWER LP	1,597.00
744122	28-Aug-2025	IH6 PROPERTY BORROWER LP	5,263.00
743627	13-Aug-2025	IMAGE TREND, INC.	619.91
743414	06-Aug-2025	INGRAM LIBRARY SERVICES	7,491.27
743841	20-Aug-2025	INGRAM LIBRARY SERVICES	7,832.54
743961	27-Aug-2025	INGRAM LIBRARY SERVICES	10,231.83
743962	27-Aug-2025	INLAND KENWORTH (US), INC	203,206.05
744051	27-Aug-2025	INTERNATIONAL COOLING TOWER USA INC (R)	1,317.30
743415	06-Aug-2025	INTERWEST SAFETY SUPPLY LLC	21,454.05
743963	27-Aug-2025	INTERWEST SAFETY SUPPLY LLC	3,327.76
743628	13-Aug-2025	INVESTIGATIVE RESEARCH INC	866.95
744123	28-Aug-2025	INVITATION HOMES 7 LP	2,540.00
743964	27-Aug-2025	IP CONSULTING LLC (R)	50.00
744124	28-Aug-2025	J & B INVESTMENT	1,246.00
743965	27-Aug-2025	J&N TACTICAL LLC	24,020.00
744075	28-Aug-2025	JACOBSON, AMY L	206.70
743695	13-Aug-2025	JAESCHKE, ANDREW (R)	52.31
743416	06-Aug-2025	JAXON FOUNDATION INC (R)	16.88
743966	27-Aug-2025	JENI MCCUTCHEON, PSY.D., PLLC	3,200.00
743696	13-Aug-2025	JLLX SAN MARCOS LLC (R)	834.34
743522	06-Aug-2025	JOHNSEN, ASHLEY (R)	32.97
744052	27-Aug-2025	JOHNSON, WILLIAM (R)	60.07
743629	13-Aug-2025	JOSEPH PAINTING COMPANY	6,304.20
743967	27-Aug-2025	JOSHATORIUM	500.00
743968	27-Aug-2025	JOTFORM INC	8,076.00
743417	06-Aug-2025	JOY, STEPHEN (R)	10.00
744125	28-Aug-2025	JRS GUERRERO LIMITED PARTNERSHIP	2,801.00
744053	27-Aug-2025	K HOVNANIAN PHOENIX DIVISION INC (R)	1,251.14
744126	28-Aug-2025	KACHINA APARTMENTS	3,427.00
743969	27-Aug-2025	KANOPY	2,617.00
743553	07-Aug-2025	KAO, TAWN T	112.00
743630	13-Aug-2025	KARY ENVIRONMENTAL SERVICES INC	3,011.60
743970	27-Aug-2025	KARY ENVIRONMENTAL SERVICES INC	19,775.50
744127	28-Aug-2025	KASIM, WISAM	4,979.00
743631	13-Aug-2025	KEEN INDEPENDENT RESEARCH LLC	6,902.00
744128	28-Aug-2025	KELLER WILLIAMS REALTY PHOENIX	1,187.00

Payment Number	Payment Date	Vendor Name	Amount
743842	20-Aug-2025	KEPT COMPANIES, INC	250.31
743971	27-Aug-2025	KEPT COMPANIES, INC	122.99
743632	13-Aug-2025	KEROSKY CONSULTING LLC	4,699.87
743418	06-Aug-2025	KGP TELECOMMUNICATIONS, LLC (R)	22.50
743972	27-Aug-2025	KIMBALL MIDWEST	5,155.84
743884	21-Aug-2025	KIMOSH, STEPHANIE A	400.00
743419	06-Aug-2025	KING CONCRETE, INC	2,780.72
743843	20-Aug-2025	KING CONCRETE, INC	2,025.60
743973	27-Aug-2025	KING CONCRETE, INC	675.20
743711	13-Aug-2025	KING COUNTY HOUSING AUTHORITY	7,261.20
744076	28-Aug-2025	KING, CAMERON F	420.83
743974	27-Aug-2025	KITCHELL/CEM INC	20,011.00
743523	06-Aug-2025	KLEINKNECHT, CHRYSTIE (R)	51.70
743975	27-Aug-2025	KM FACILITY SERVICES LLC	27,552.00
743697	13-Aug-2025	KOLSRUD, JOLENE (R)	45.87
744054	27-Aug-2025	KRAUS, AMY (R)	87.83
743885	21-Aug-2025	KRIKAWA, JAMES J	547.00
743420	06-Aug-2025	KRUE INDUSTRIAL, LLC	5,439.42
743421	06-Aug-2025	LANDMARK AQUATIC SERVICES, LLC	8,842.40
743633	13-Aug-2025	LANDMARK AQUATIC SERVICES, LLC	8,767.05
743844	20-Aug-2025	LANDMARK AQUATIC SERVICES, LLC	9,810.68
743976	27-Aug-2025	LANDMARK AQUATIC SERVICES, LLC	7,351.11
743977	27-Aug-2025	LANGUAGE CONNECTION	868.75
743718	14-Aug-2025	LANGUAGE TESTING INTERNATIONAL INC	1,182.00
743886	21-Aug-2025	LAURENT, JUSTIN T	372.00
743422	06-Aug-2025	LAW OFFICE OF CHRISTOPHER J. PALMISANO PLC	8,333.33
743634	13-Aug-2025	LAW OFFICE OF CHRISTOPHER J. PALMISANO PLC	2,666.66
743845	20-Aug-2025	LAWYERS TITLE OF ARIZONA	75.00
743423	06-Aug-2025	LEADSONLINE LLC	24,427.00
744077	28-Aug-2025	LEAGUE OF ARIZONA CITIES & TOWNS	111,615.00
744129	28-Aug-2025	LEE, JENIFFER	1,392.00
743424	06-Aug-2025	LEGACY DENTAL LLC (R)	67.50
743524	06-Aug-2025	LENNON, STACY (R)	42.91
743425	06-Aug-2025	LEVEL 3 COMMUNICATIONS LLC	1,780.85
743846	20-Aug-2025	LEVEL 3 COMMUNICATIONS LLC	2,687.09
743978	27-Aug-2025	LEVEL 3 COMMUNICATIONS LLC	5,651.10
743525	06-Aug-2025	LEWIS, CRAIG (R)	106.45
743698	13-Aug-2025	LI, JING JING (R)	78.84
743526	06-Aug-2025	LIAO, CHARLIE (R)	77.38
744130	28-Aug-2025	LIFEWELL BEHAVIORAL WELLNESS	1,449.00
743426	06-Aug-2025	LIGHTING UNLIMITED INC	3,887.26
743635	13-Aug-2025	LIGHTING UNLIMITED INC	4,620.28
743847	20-Aug-2025	LIGHTING UNLIMITED INC	248.21
743979	27-Aug-2025	LIGHTING UNLIMITED INC	62.73
743699	13-Aug-2025	LIN, YUFANG (R)	63.34
743527	06-Aug-2025	LINDAHL, JEFF (R)	57.86
743848	20-Aug-2025	LITHO TECH, INC.	7,869.39
743554	07-Aug-2025	LITTLE, JEFFREY R	908.60
743980	27-Aug-2025	LOGAN SIMPSON	1,492.26
743427	06-Aug-2025	LOGOCOMOTION	764.44
744055	27-Aug-2025	LOGOS BUILDERS SOUTHWEST (R)	1,261.41
743849	20-Aug-2025	LOKAHI LLC	4,528.75
744056	27-Aug-2025	LONETTI, ASHTYN (R)	58.99
744131	28-Aug-2025	LPB HOLDING, LLC	2,272.00
743981	27-Aug-2025	LSW ENGINEERS ARIZONA, INC	10,011.00
743887	21-Aug-2025	LUGO-WAITE, KENYA	299.00
743636	13-Aug-2025	LUMIERE CHANDLER CONDOMINIUMS ASSOCIATION	1,803.00

Payment Number	Payment Date	Vendor Name	Amount
743637	13-Aug-2025	LYFT INC	3,597.65
743638	13-Aug-2025	LYNGSOE SYSTEMS, INC	22,260.84
744132	28-Aug-2025	LYNN, DANNY	314.00
743428	06-Aug-2025	M. R. TANNER CONSTRUCTION	2,837,748.25
743850	20-Aug-2025	MACKEY, FRANK	100.00
743528	06-Aug-2025	MACON, TRICIA (R)	44.82
744133	28-Aug-2025	MAIN STREET RENEWAL LLC	5,025.00
743429	06-Aug-2025	MARATHON STAFFING RESOURCES INC	19,964.26
743639	13-Aug-2025	MARATHON STAFFING RESOURCES INC	1,423.34
743851	20-Aug-2025	MARATHON STAFFING RESOURCES INC	50,051.09
743982	27-Aug-2025	MARATHON STAFFING RESOURCES INC	271.00
743760	20-Aug-2025	MARCHEK, MANDI (R)	22.92
743430	06-Aug-2025	MARIACHI NUEVA FUSION	325.00
743640	13-Aug-2025	MARICOPA ASSOCIATION OF GOVERNMENTS	39,698.00
743641	13-Aug-2025	MARICOPA COUNTY ATTORNEY'S OFFICE	2,521.00
743719	14-Aug-2025	MARICOPA COUNTY ATTORNEY'S OFFICE	6,208.80
743983	27-Aug-2025	MARICOPA COUNTY DEPT OF	70,610.68
744057	27-Aug-2025	MARICOPA COUNTY DEPT OF TRANS (R)	884.19
743642	13-Aug-2025	MARICOPA COUNTY TREASURER	26,178.73
743431	06-Aug-2025	MARISCOS PLAYITA HERMOSA LLC (R)	33.75
744134	28-Aug-2025	MARQUIS AT CHANDLER	668.00
743529	06-Aug-2025	MATTHEWS GROUP REALITY LLC (R)	108.39
744135	28-Aug-2025	MAXFIELD, JONATHAN	544.00
744078	28-Aug-2025	MCCALL, EDYIE A	44.00
743984	27-Aug-2025	MCCOOK INDUSTRIES LLC	1,640.20
743852	20-Aug-2025	MCGLOTHERN, AMANDA	500.00
744136	28-Aug-2025	MCP CROSSWINDS LLC	18,200.00
743432	06-Aug-2025	MEAD, JACQUELINE NICOLE	3,000.00
743896	25-Aug-2025	MEAD, JACQUELINE NICOLE	1,678.00
744137	28-Aug-2025	MEAD, JACQUELINE NICOLE	1,678.00
743433	06-Aug-2025	MEDSPIRE (R)	33.75
743853	20-Aug-2025	MEDTOX LABORATORIES INC.	20.00
743434	06-Aug-2025	MES SERVICE COMPANY, LLC	16,091.16
743985	27-Aug-2025	MES SERVICE COMPANY, LLC	8,912.60
743435	06-Aug-2025	MESA ENERGY SYSTEMS INC	91,920.42
743555	07-Aug-2025	MESSINA, TROY A	360.20
743643	13-Aug-2025	METERING SERVICES INC	1,549.59
743854	20-Aug-2025	METERING SERVICES INC	122,750.00
743644	13-Aug-2025	METROHM USA, INC.	175.03
743700	13-Aug-2025	MG COUNTRY BROOK APARTMENT LLC (R)	480.69
743436	06-Aug-2025	MGC CONTRACTORS, INC	200,392.94
743986	27-Aug-2025	MGC CONTRACTORS, INC	199,329.69
743437	06-Aug-2025	MGX EQUIPMENT SERVICES, LLC	3,942.59
743438	06-Aug-2025	MIDWEST TAPE	121.80
743645	13-Aug-2025	MIDWEST TAPE	541.02
743987	27-Aug-2025	MIDWEST TAPE	932.01
743888	21-Aug-2025	MIELKE, MITCHELL P	400.00
743646	13-Aug-2025	MILLER, PHILLIP (R)	32.82
743439	06-Aug-2025	MINER, LTD	817.84
743855	20-Aug-2025	MINER, LTD	13,381.08
743988	27-Aug-2025	MINER, LTD	467.32
743712	13-Aug-2025	MIRA SANTI	72.00
744138	28-Aug-2025	MIRA SANTI	12,856.00
743647	13-Aug-2025	MIWALL CORPORATION	13,839.91
743872	20-Aug-2025	MOGHARRABI, SOHRAB	1,158.00
744139	28-Aug-2025	MOGHARRABI, SOHRAB	1,158.00
743440	06-Aug-2025	MOONS TOUCH LLC (R)	227.50

Payment Number	Payment Date	Vendor Name	Amount
744058	27-Aug-2025	MORTELLARO, THOMAS (R)	50.38
743530	06-Aug-2025	MOSER, STACIE (R)	18.79
744059	27-Aug-2025	MR TANNER CONSTRUCTION (R)	4,305.43
744079	28-Aug-2025	MUELLER, ERICA E	400.00
743889	21-Aug-2025	MURROW, STEVEN L	403.93
743856	20-Aug-2025	MUSA CONSULTING GROUP, LLC	1,155.00
743441	06-Aug-2025	MUSA, SARMAD AND THERESA MUSA (R)	925.93
744060	27-Aug-2025	MYCON GENERAL CONTRACTORS (R)	2,202.25
743989	27-Aug-2025	NATIONAL CARWASH SOLUTIONS INC	1,573.47
743990	27-Aug-2025	NATIONAL TESTING NETWORK INC	7,370.00
743857	20-Aug-2025	NAVJOY CONSULTING SERVICES, INC.	7,500.00
743531	06-Aug-2025	NEMOTO, TAKU (R)	102.68
743648	13-Aug-2025	NFRA INC	4,431.25
743532	06-Aug-2025	NGUYEN, HA (R)	78.20
743451	06-Aug-2025	NICKELL, JERIKA (R)	85.00
743991	27-Aug-2025	NOELLE JOHNSON LANDSCAPE CONSULTING LLC	250.00
744140	28-Aug-2025	NOMAD BROKERAGE ARIZONA LLC	3,600.00
744141	28-Aug-2025	NORTH MOUNTAIN VILLAGE APARTMENTS	1,128.00
744142	28-Aug-2025	OAK ASSETS LLC	1,854.00
744080	28-Aug-2025	OCLC, INC	4,040.04
744081	28-Aug-2025	OCONNOR, JOHN J	441.91
743442	06-Aug-2025	OCOTILLO BAY APARTMENTS	263.00
744143	28-Aug-2025	OCOTILLO BAY APARTMENTS	35,412.00
743858	20-Aug-2025	OLSSON, INC	195.60
743992	27-Aug-2025	OLSSON, INC	3,483.32
744144	28-Aug-2025	ON Q PROPERTY MANAGEMENT	4,067.00
743993	27-Aug-2025	ONE PHYSICS, LLC	450.00
743649	13-Aug-2025	OPTUM	4,257.82
744145	28-Aug-2025	OROS, ARSENIO	68.00
744146	28-Aug-2025	ORTH, AMY	1,847.00
743859	20-Aug-2025	OSC VOCATIONAL SYSTEMS	2,340.00
743533	06-Aug-2025	OTTESEN, EDWARD (R)	162.65
743443	06-Aug-2025	OTTO TRUCKING, INC	30,937.05
743650	13-Aug-2025	OTTO TRUCKING, INC	22,121.57
743860	20-Aug-2025	OTTO TRUCKING, INC	23,829.63
743994	27-Aug-2025	OTTO TRUCKING, INC	16,226.20
744061	27-Aug-2025	PACIFIC CONSTRUCTION GROUP AZ LLC (R)	1,208.52
743861	20-Aug-2025	PACIFIC WEST ENVIRONMENTAL AND INFRASTRUCTURE	11,445.00
744062	27-Aug-2025	PAN, PAN (R)	70.24
743534	06-Aug-2025	PARK, HYUK (R)	6.82
744147	28-Aug-2025	PARKER, DIXIE L.	671.00
743535	06-Aug-2025	PAUTIMER, MARGARITA (R)	40.59
744082	28-Aug-2025	PEARSON, SCOTT D	322.00
743701	13-Aug-2025	PEELER, NICOLAS (R)	5.72
743556	07-Aug-2025	PEREZ, CHRISTOPHER D	112.00
743897	25-Aug-2025	PERUMAL, VENKATCHALAM	718.00
744148	28-Aug-2025	PERUMAL, VENKATCHALAM	2,023.00
744149	28-Aug-2025	PETERSEN REALTY	1,723.00
743651	13-Aug-2025	PHOENIX PROCESS EQUIPMENT CO	14,950.00
743862	20-Aug-2025	PHX EAST VALLEY PARTNERSHIP	10,000.00
743652	13-Aug-2025	PIERCE COLEMAN PLLC	5,664.00
743995	27-Aug-2025	PIONEER TITLE AGENCY INC	100.00
744150	28-Aug-2025	PLC SOLEIL APARTMENTS, LLC	6,444.00
743890	21-Aug-2025	PLOENSE, CODY J	400.00
743444	06-Aug-2025	PNEUMA TEC SERVICES LLC	1,293.15
743863	20-Aug-2025	POLICY AZ, LLC	6,500.00
743891	21-Aug-2025	POLOWSKI, MATTHEW S	400.00

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743864	20-Aug-2025	POSTAL STRATEGIES CORPORATION	613.08
743653	13-Aug-2025	POTTERS INDUSTRIES, LLC	9,204.94
744083	28-Aug-2025	POWELL, LEAH A	136.00
743761	20-Aug-2025	POWERS, DIXIE (R)	917.41
743654	13-Aug-2025	PRECISION INTEGRATED SYSTEMS, LLC	3,669.96
743996	27-Aug-2025	PRECISION INTEGRATED SYSTEMS, LLC	9,375.00
743655	13-Aug-2025	PRECISION SWEEPING SERVICES, LLC	315.65
743865	20-Aug-2025	PRECISION SWEEPING SERVICES, LLC	1,498.53
743445	06-Aug-2025	PRIDE OUTFITTING, LLC	20,680.68
743446	06-Aug-2025	PRIOLA VENTURES LLC (R)	50.63
743999	27-Aug-2025	PRIYA CHANDRAN (R)	76.00
743898	25-Aug-2025	PROGRESS RESIDENTIAL BORROWER 2, LLC	12.00
744151	28-Aug-2025	PROGRESS RESIDENTIAL BORROWER 2, LLC	2,452.00
743866	20-Aug-2025	PROGRESS SOFTWARE CORPORATION	247.94
743557	07-Aug-2025	PRO-PIPE, INC	7,200.00
744152	28-Aug-2025	PRS PROPERTY MANAGEMENT	2,576.00
743447	06-Aug-2025	PURCELL TIRE AND SERVICE CENTER	2,754.60
743448	06-Aug-2025	PVS DX INC	52,761.30
743656	13-Aug-2025	PVS DX INC	16,096.50
743867	20-Aug-2025	PVS DX INC	72,588.82
743997	27-Aug-2025	PVS DX INC	44,911.01
744153	28-Aug-2025	QUACH, TAM	2,831.00
743702	13-Aug-2025	QUIJADA, RAMON (R)	45.48
743558	07-Aug-2025	QUINTANA, PRISCILLA L	322.00
743452	06-Aug-2025	R&C PLUMBING LLC (R)	33.75
743453	06-Aug-2025	RAILROAD MANAGEMENT COMPANY LLC	686.81
743536	06-Aug-2025	RAJU, SREENU (R)	10.17
743892	21-Aug-2025	RAMER, JACOB D	400.00
743657	13-Aug-2025	RAMOS, SOFIE	200.00
743724	20-Aug-2025	RAMOS, SOFIE	100.00
743449	06-Aug-2025	RATLIFF, ELISE	100.00
743873	20-Aug-2025	RAYFORD, BRITTANY (R)	41,825.45
743454	06-Aug-2025	READING TRUCK EQUIPMENT, LLC	870.80
744154	28-Aug-2025	REALTY EXECUTIVES, AN ARIZONA CORP	4,886.00
743658	13-Aug-2025	RECOVERY CAFE ARIZONA	25,000.00
743455	06-Aug-2025	RED VELVET RECIPES (R)	22.50
743559	07-Aug-2025	REEVES, RYAN C	178.00
743456	06-Aug-2025	REFRIGERATION SUPPLIES DISTRIBUTOR	6,029.91
743725	20-Aug-2025	REFRIGERATION SUPPLIES DISTRIBUTOR	1,464.24
744000	27-Aug-2025	REFRIGERATION SUPPLIES DISTRIBUTOR	38.14
743457	06-Aug-2025	REPUBLIC SERVICES OF PHOENIX	13,280.02
743458	06-Aug-2025	REPUBLIC SERVICES OF PHOENIX	1,473.05
743659	13-Aug-2025	REPUBLIC SERVICES OF PHOENIX	6,525.32
744001	27-Aug-2025	REPUBLIC SERVICES OF PHOENIX	57.45
744155	28-Aug-2025	RESICAP ARIZONA OWNER III LLC	789.00
743726	20-Aug-2025	REVOLUTION INDUSTRIAL	8,522.00
744002	27-Aug-2025	REVOLUTION INDUSTRIAL	789,343.67
743459	06-Aug-2025	RICOH USA INC	11,040.35
743660	13-Aug-2025	RICOH USA INC	12,326.69
743727	20-Aug-2025	RICOH USA INC	57.12
744003	27-Aug-2025	RICOH USA INC	1,805.72
743460	06-Aug-2025	RITZ SAFETY LLC	200.30
743661	13-Aug-2025	RITZ SAFETY LLC	623.95
744004	27-Aug-2025	RITZ SAFETY LLC	197.19
743899	25-Aug-2025	RIVIERA PARK INVESTORS LLC	10.00
744156	28-Aug-2025	RIVIERA PARK INVESTORS LLC	11,668.00
743537	06-Aug-2025	RODELA, EVELYN (R)	82.73

Payment Number	Payment Date	Vendor Name	Amount
744084	28-Aug-2025	RODRIGUES, TRACY	1,960.00
743538	06-Aug-2025	RODRIGUEZ, APRIL (R)	27.50
743893	21-Aug-2025	RODRIGUEZ, GABE	322.00
743720	14-Aug-2025	ROHRS, CLAUDIA M	112.00
744157	28-Aug-2025	RPC CHANDLER APARTMENTS LLC	4,917.00
744158	28-Aug-2025	RSTK PHOENIX OWNER 1, L.P.	4,778.00
743461	06-Aug-2025	RUFF-N-FLUFF GROOMING BY JULIE LLC (R)	33.75
743662	13-Aug-2025	RUGGIERO'S ACE HARDWARE	3,794.58
744005	27-Aug-2025	RUGGIERO'S ACE HARDWARE	1,088.28
744063	27-Aug-2025	RUNBECK, MARILYN (R)	426.12
743703	13-Aug-2025	RUSSO, BROOKLYN (R)	24.58
744085	28-Aug-2025	RUTER, RICKY L	372.00
743762	20-Aug-2025	SADOSKY, DRAKE (R)	35.36
744159	28-Aug-2025	SAFI, SYED M	1,873.00
744064	27-Aug-2025	SALMON, JANIE (R)	120.00
743603	13-Aug-2025	SALT RIVER PROJECT	4,256.95
743663	13-Aug-2025	SALT RIVER PROJECT	10,763.95
743713	13-Aug-2025	SALT RIVER PROJECT	11,857.00
744006	27-Aug-2025	SALT RIVER PROJECT	32,607.58
744007	27-Aug-2025	SALT RIVER PROJECT	2,629.00
743462	06-Aug-2025	SALVATORE MARCO BRUNO (R)	75.00
744160	28-Aug-2025	SAN CERVANTES APARTMENTS	1,653.00
744161	28-Aug-2025	SAN HACIENDA APARTMENTS	6,610.00
744162	28-Aug-2025	SAN PALACIO APARTMENTS	1,457.00
744163	28-Aug-2025	SAN PALMAS MF REALTY COMPANY LLC	1,641.00
743463	06-Aug-2025	SAN TAN FORD	1,218.00
744164	28-Aug-2025	SAN VALENCIA APARTMENTS LLC	8,869.00
743728	20-Aug-2025	SANDY'S BALLROOM	800.00
744165	28-Aug-2025	SANTANA RIDGE	5,544.00
743464	06-Aug-2025	SAPSIS RIGGING, INC	5,290.00
743465	06-Aug-2025	SAR SYSTEMS LLC	39,200.00
743729	20-Aug-2025	SARAH LOVES YOGA LLC	110.00
743466	06-Aug-2025	SARAH'S MUSE	100.00
744166	28-Aug-2025	SAVAGE, ERIC	1,932.00
743664	13-Aug-2025	SAVING ONE LIFE	2,405.00
743665	13-Aug-2025	SCHNEIDER ELECTRIC SYSTEMS USA INC	18,303.61
743467	06-Aug-2025	SECRETARY OF STATE	43.00
744167	28-Aug-2025	SECURED EQUITIES	1,070.00
743666	13-Aug-2025	SECURITY TITLE AGENCY, INC	620.00
743667	13-Aug-2025	SECURITY TITLE AGENCY, INC	200.00
743730	20-Aug-2025	SECURITY TITLE AGENCY, INC	200.00
743763	20-Aug-2025	SEFEWU, EMMANUEL (R)	5.29
744008	27-Aug-2025	SENERGY PETROLEUM, LLC	5,071.98
744009	27-Aug-2025	SENTINEL TECHNOLOGIES, INC	13,853.35
743764	20-Aug-2025	SERRANO, ROY (R)	533.90
744168	28-Aug-2025	SFR JAVELIN BORROWER LP	2,756.00
743539	06-Aug-2025	SHAH, AMIT (R)	65.76
743704	13-Aug-2025	SHAH, RONAK (R)	21.23
743540	06-Aug-2025	SHEAR, RYAN (R)	18.01
744086	28-Aug-2025	SHERVHEIM, ASHLIE M	400.00
743552	07-Aug-2025	SIECZKOWSKI, JASON M	112.00
743668	13-Aug-2025	SIERRA CONTAINER GROUP, LLC	43,535.23
743541	06-Aug-2025	SIMON, KARLA (R)	120.00
743669	13-Aug-2025	SIMS & WHITE, PLLC	5,610.00
743468	06-Aug-2025	SITEONE LANDSCAPE SUPPLY LLC	455.99
743731	20-Aug-2025	SITEONE LANDSCAPE SUPPLY LLC	4,325.31
744010	27-Aug-2025	SITEONE LANDSCAPE SUPPLY LLC	1,428.35

Payment Number	Payment Date	Vendor Name	Amount
743469	06-Aug-2025	SJ ANDERSON CO, THE	152,230.80
743470	06-Aug-2025	SKYLINE WINDOW CLEANING	3,755.00
743670	13-Aug-2025	SKYLINE WINDOW CLEANING	290.00
744011	27-Aug-2025	SMARTSAFETY SOFTWARE, INC	14,038.13
743471	06-Aug-2025	SMARTSIGHTS, LLC	8,150.31
743894	21-Aug-2025	SMITH, MELANIE R	304.00
744012	27-Aug-2025	SMITH, RICK C.	595.00
743563	08-Aug-2025	SN ARIZONA LLC	1,654.00
744169	28-Aug-2025	SN ARIZONA LLC	1,221.00
743472	06-Aug-2025	SNEDIGAR MARTIAL ARTS, LLC	1,150.00
743721	14-Aug-2025	SNEDIGAR, RUPERT H	185.00
743732	20-Aug-2025	SOCCER SHOTS TCG	5,632.00
743473	06-Aug-2025	SOLANI HOLISTIC HEALING LLC (R)	75.00
743733	20-Aug-2025	SOLSOURCE PROPERTY SERVICES	725.00
743474	06-Aug-2025	SOLUTIONS SHUTTERS & BLINDS	2,499.34
744013	27-Aug-2025	SOLUTIONS SHUTTERS & BLINDS	3,129.34
743450	06-Aug-2025	SOSA, HECTOR M	60.00
743475	06-Aug-2025	SOSA, HECTOR M	60.00
743671	13-Aug-2025	SOSA, HECTOR M	60.00
744014	27-Aug-2025	SOSA, HECTOR M	120.00
743734	20-Aug-2025	SOUTH MOUNTAIN DIVE CLUB	360.00
743476	06-Aug-2025	SOUTHERN TIRE MART, LLC	7,573.94
744015	27-Aug-2025	SOUTHERN TIRE MART, LLC	15,359.33
743672	13-Aug-2025	SOUTHWEST FABRICATION, LLC	682.96
743604	13-Aug-2025	SOUTHWEST GAS CORP	607.21
743818	20-Aug-2025	SOUTHWEST GAS CORP	1,264.86
743932	27-Aug-2025	SOUTHWEST GAS CORP	7.36
743673	13-Aug-2025	SPETRINO, EMILY	200.00
743674	13-Aug-2025	SPOK, INC	109.15
743477	06-Aug-2025	SPORTS BLING & THINGS	2,056.72
743735	20-Aug-2025	SPORTS BLING & THINGS	1,559.28
744170	28-Aug-2025	SRGMF III PECOS CHANDLER, LLC	1,903.00
743736	20-Aug-2025	ST. STEVEN'S ROMAN CATHOLIC CHURCH (R)	367.20
743478	06-Aug-2025	STABILIZER SOLUTIONS	1,626.96
743675	13-Aug-2025	STANDARD INSURANCE COMPANY	21,259.87
743900	25-Aug-2025	STAR BORROWER SFR4, L.P.	2,062.00
744171	28-Aug-2025	STAR BORROWER SFR4, L.P.	1,682.00
743479	06-Aug-2025	STARFISH AQUATICS INSTITUTE, LLC	14,800.00
743737	20-Aug-2025	STARGUARD ELITE, LLC	20,500.00
743933	27-Aug-2025	STATE OF ARIZONA	19,934.00
743765	20-Aug-2025	STEWART, KUDRNA LINDA (R)	64.53
744172	28-Aug-2025	STONE VIEW PHX LLC	8,822.00
743480	06-Aug-2025	STRATTON, ERIC (R)	100.00
744065	27-Aug-2025	STUCKS, GEORGE (R)	39.56
744173	28-Aug-2025	SUN, HONGXLA	2,235.00
744016	27-Aug-2025	SUNBURST MECHANICAL, INC	6,378.21
744174	28-Aug-2025	SUNDIAL REAL ESTATE LC	775.00
744017	27-Aug-2025	SUNRISE ENGINEERING, LLC	24,444.65
744066	27-Aug-2025	SUNROAD LAZO APARTMENTS, LLC (R)	11,300.00
743738	20-Aug-2025	SUPERIOR COURT OF ARIZONA	580.00
744018	27-Aug-2025	SURVEILLANCE SECURITY INC	2,720.00
743481	06-Aug-2025	SURVEILLANCE SYSTEMS INCORPORATED	2,499.99
743482	06-Aug-2025	SVEVIA USA INC	4,853.47
744019	27-Aug-2025	SVEVIA USA INC	2,473.16
744175	28-Aug-2025	SWAY 2014-1 BORROWER LLC	1,440.00
743676	13-Aug-2025	SWCA ENVIRONMENTAL CONSULTANTS	10,944.37
743739	20-Aug-2025	SWCA ENVIRONMENTAL CONSULTANTS	943.48

Payment Number	Payment Date	Vendor Name	Amount
744020	27-Aug-2025	SWCA ENVIRONMENTAL CONSULTANTS	1,886.96
743680	13-Aug-2025	TAFT STETTINIUS & HOLLISTER LLP	4,690.00
743740	20-Aug-2025	TALIS CONSTRUCTION CORP	6,762.83
744176	28-Aug-2025	TANG, JEANNIE	846.00
743741	20-Aug-2025	TARGET SPECIALTY PRODUCTS	10,231.96
743705	13-Aug-2025	TCT PROPERTIES (R)	204.74
743484	06-Aug-2025	TDINDUSTRIES INC	16,746.13
743485	06-Aug-2025	TECTA AMERICA ARIZONA, LLC (R)	22.50
744022	27-Aug-2025	TEMCON CONCRETE CONSTRUCTION LLC	94,229.00
743486	06-Aug-2025	TENNIS EQUIPMENT SALES & SERVICES, LLC	6,477.60
743681	13-Aug-2025	TETRA TECH BAS, INC	32,188.55
744177	28-Aug-2025	THE HOUSING PROFESSIONALS LLC	4,779.00
743542	06-Aug-2025	THOMAS, BRITTANI (R)	80.69
743560	07-Aug-2025	THOMAS, ZACHARY G	185.00
743742	20-Aug-2025	THORN RUN PARTNERS, LLC	7,500.00
744178	28-Aug-2025	THR PHOENIX LP	4,584.00
744179	28-Aug-2025	THR PROPERTY BORROWER LP	3,145.00
743682	13-Aug-2025	TI TRAINING LE, LLC	6,500.00
744180	28-Aug-2025	TIDES AT CHANDLER	3,036.00
744181	28-Aug-2025	TJAHJA, CRYSTAL	1,599.00
744182	28-Aug-2025	TJAHJA, YULIANI	2,250.00
743483	06-Aug-2025	T-MOBILE USA, INC	151.94
743677	13-Aug-2025	T-MOBILE USA, INC	165.00
743678	13-Aug-2025	T-MOBILE USA, INC	165.00
743679	13-Aug-2025	T-MOBILE USA, INC	165.00
744021	27-Aug-2025	T-MOBILE USA, INC	165.00
744023	27-Aug-2025	TOPETE/STONEFIELD INC	3,579.67
743683	13-Aug-2025	TORRI, CHLOE	200.00
744183	28-Aug-2025	TRAN, TOM B	948.00
743487	06-Aug-2025	TRANE U.S. INC	42,190.56
744024	27-Aug-2025	TRANE U.S. INC	27,797.12
743488	06-Aug-2025	TREELAND NURSERIES, INC	365.51
744025	27-Aug-2025	TREELAND NURSERIES, INC	64,844.63
744067	27-Aug-2025	TRI POINTE HOMES ARIZONA (R)	1,146.30
743543	06-Aug-2025	TRICON SFR 2024-4 BORROWER LLC (R)	63.82
743544	06-Aug-2025	TSKS LLC (R)	394.99
743489	06-Aug-2025	TUDOR, JOANNE (R)	107.58
743766	20-Aug-2025	TWAROWSKI, KIELE (R)	45.04
743684	13-Aug-2025	UBM ENTERPRISE, INC	13,508.16
743490	06-Aug-2025	ULLERY, LAREE (R)	219.14
743491	06-Aug-2025	UNGERBOECK SYSTEMS INTERNATIONAL, LLC	3,018.40
743868	20-Aug-2025	UNGERBOECK SYSTEMS INTERNATIONAL, LLC	28,836.53
744026	27-Aug-2025	UNION PACIFIC RAILROAD COMPANY	2,200.00
743492	06-Aug-2025	UNITED REFRIGERATION, INC	6,227.25
743743	20-Aug-2025	UNITED REFRIGERATION, INC	282.77
743685	13-Aug-2025	UNITED ROTARY BRUSH CORPORATION	2,619.43
743493	06-Aug-2025	UNITED SITE SERVICES OF NEVADA, INC	380.96
744027	27-Aug-2025	UNITED SITE SERVICES OF NEVADA, INC	171.39
743494	06-Aug-2025	US PEROXIDE LLC	30,081.37
743744	20-Aug-2025	US PEROXIDE LLC	30,503.17
743545	06-Aug-2025	VAIL, ELEESHA (R)	19.08
744028	27-Aug-2025	VANALSTINE, LUKE (R)	250.00
743706	13-Aug-2025	VARNES, HEAVEN (R)	12.01
744184	28-Aug-2025	VEGA AND ASSOCIATES REAL ESTATE	1,258.00
743901	25-Aug-2025	VENTURA ACQUISITION LLC	761.00
744185	28-Aug-2025	VENTURA ACQUISITION LLC	1,388.00
744029	27-Aug-2025	VEOLIA WTS USA, INC	5,867.40

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743495	06-Aug-2025	VERSATERM PUBLIC SAFETY US, INC	99,250.00
743745	20-Aug-2025	VINCERE PHYSICIANS GROUP PLLC	1,650.00
743496	06-Aug-2025	VINCON ENGINEERING CONSTRUCTION LLC	1,080,188.88
743686	13-Aug-2025	VINCON ENGINEERING CONSTRUCTION LLC	11,306.68
744030	27-Aug-2025	VINCON ENGINEERING CONSTRUCTION LLC	12,634.05
744186	28-Aug-2025	VIRDEE, ARVINDER S	745.00
744031	27-Aug-2025	VIRTOWER LLC	6,000.00
743497	06-Aug-2025	W W WILLIAMS	3,415.65
743746	20-Aug-2025	W W WILLIAMS	1,416.00
744032	27-Aug-2025	WACO CONTRACTING	225,054.72
743747	20-Aug-2025	WALLENTINE CONSULTING LLC	4,290.00
743498	06-Aug-2025	WARDROPPER, NATASHA (R)	5.00
743687	13-Aug-2025	WARNOCK MACKINLAY LAW PLLC	23,000.00
743546	06-Aug-2025	WASLEFSKY, COLLETTE (R)	41.56
744033	27-Aug-2025	WATER & ENERGY SYSTEMS TECHNOLOGY INC	2,306.75
744187	28-Aug-2025	WATER'S EDGE AT OCOTILLO	3,028.00
743895	21-Aug-2025	WATERS, ZACHARY S	434.00
744034	27-Aug-2025	WCR INCORPORATED	22,812.14
744188	28-Aug-2025	WEALTH BUILDER REAL ESTATE	555.00
744068	27-Aug-2025	WEBER, KATELIN (R)	50.49
744035	27-Aug-2025	WEDDLE & GILMORE ARCHITECTS PLLC	27,135.00
743767	20-Aug-2025	WELCH, DENNI SR (R)	39.00
744189	28-Aug-2025	WEN YIN	1,718.00
743499	06-Aug-2025	WEST COAST ARBORISTS, INC	18,048.00
743688	13-Aug-2025	WEST COAST ARBORISTS, INC	16,824.00
743748	20-Aug-2025	WEST COAST ARBORISTS, INC	1,800.00
744036	27-Aug-2025	WEST COAST ARBORISTS, INC	22,521.00
743902	25-Aug-2025	WEST USA REALTY, INC.	720.00
744190	28-Aug-2025	WEST USA REALTY, INC.	3,452.00
744037	27-Aug-2025	WESTERN STATES AUTO THEFT INVESTIGATORS - CENTRAL CALIFORNIA CHAPTER	350.00
743722	14-Aug-2025	WHITE, JAMES WARREN	349.80
744087	28-Aug-2025	WHITE, JASON T	65.88
744191	28-Aug-2025	WHITMAN, STEVEN	2,157.00
743689	13-Aug-2025	WIENEKE LAW GROUP PLC	339.90
743749	20-Aug-2025	WILSON ENGINEERS, LLC	174,205.18
744038	27-Aug-2025	WILSON ENGINEERS, LLC	175,612.50
743723	14-Aug-2025	WINKLER, JENNY J	53.55
743547	06-Aug-2025	WITT, WILLIAM (R)	180.68
743548	06-Aug-2025	WOOLFOLK, ENRIQUE (R)	49.10
744039	27-Aug-2025	WORKSBUREAU, INC	3,517.19
744069	27-Aug-2025	YADAZ, RAHUL (R)	86.41
744192	28-Aug-2025	YAMASA CO. LTD	1,794.00
743750	20-Aug-2025	YARDI SYSTEMS INC	59,317.65
743549	06-Aug-2025	YEARICK, LISA (R)	10.20
744040	27-Aug-2025	YIFANG CHEN (R)	91.00
744193	28-Aug-2025	ZHENG, SHAO MEI	2,400.00
744088	28-Aug-2025	ZYWCZYK, JERRY M	218.00
744194	03-Sep-2025	2060 DIGITAL PHOENIX	7,035.00
1090536	01-Jul-2025	1112 NORTH CALIFORNIA STREET PROPERTY LLC	1,400.00
1090841	31-Jul-2025	1112 NORTH CALIFORNIA STREET PROPERTY LLC	1,400.00
1091245	28-Aug-2025	1112 NORTH CALIFORNIA STREET PROPERTY LLC	1,400.00
1091720	30-Sep-2025	1112 NORTH CALIFORNIA STREET PROPERTY LLC	1,400.00
1090429	01-Jul-2025	1124 NORTH CALIFORNIA STREET PROPERTY LLC	1,241.00
1090657	10-Jul-2025	1124 NORTH CALIFORNIA STREET PROPERTY LLC	195.00
1090968	31-Jul-2025	1124 NORTH CALIFORNIA STREET PROPERTY LLC	1,241.00
1091221	28-Aug-2025	1124 NORTH CALIFORNIA STREET PROPERTY LLC	1,241.00
1091639	30-Sep-2025	1124 NORTH CALIFORNIA STREET PROPERTY LLC	1,241.00

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1090516	01-Jul-2025	1125 CALIFORNIA LLC	3,302.00
1090931	31-Jul-2025	1125 CALIFORNIA LLC	3,302.00
1091338	28-Aug-2025	1125 CALIFORNIA LLC	3,302.00
1091764	30-Sep-2025	1125 CALIFORNIA LLC	3,302.00
744772	23-Sep-2025	123 WASHINGTON HOMEOWNERS ASSOCIATION	25.00
745064	30-Sep-2025	2013-1 IH BORROWER LP	909.00
745065	30-Sep-2025	2017-1 IH BORROWER LP	6,306.00
744358	08-Sep-2025	2017-2 IH BORROWER LP	339.00
745066	30-Sep-2025	2017-2 IH BORROWER LP	1,974.00
745067	30-Sep-2025	2018-1 IH BORROWER LP	1,750.00
745068	30-Sep-2025	2018-2 IH BORROWER LP	1,608.00
1090515	01-Jul-2025	330 N COMANCHE LLC	8,161.00
1090930	31-Jul-2025	330 N COMANCHE LLC	8,239.00
1091337	28-Aug-2025	330 N COMANCHE LLC	8,239.00
1091763	30-Sep-2025	330 N COMANCHE LLC	8,239.00
1090473	01-Jul-2025	372 CHIPPEWA LLC	4,460.00
1091004	31-Jul-2025	372 CHIPPEWA LLC	4,552.00
1091294	28-Aug-2025	372 CHIPPEWA LLC	4,552.00
1091691	30-Sep-2025	372 CHIPPEWA LLC	4,552.00
744605	17-Sep-2025	5656 N 17TH AVE PARTNERS	1,308.11
744519	10-Sep-2025	56TH ST INDUSTRIAL LLC (R)	376.27
1090506	01-Jul-2025	847 RAY LLC	9,360.00
1090921	31-Jul-2025	847 RAY LLC	9,484.00
1091328	28-Aug-2025	847 RAY LLC	7,699.00
1091754	30-Sep-2025	847 RAY LLC	7,699.00
744314	03-Sep-2025	960 JAY LLC (R)	918.24
745069	30-Sep-2025	99 N COOPER 133 LLC	1,398.00
744373	10-Sep-2025	A MIND FOR DETAIL INC	6,916.25
744778	24-Sep-2025	A MIND FOR DETAIL INC	5,400.00
744779	24-Sep-2025	A&M NUT AND BOLT INC	1,148.40
744606	17-Sep-2025	AB STAFFING SOLUTIONS, LLC	2,415.00
744335	04-Sep-2025	ABBOTT, JEREMY J	484.80
1090494	01-Jul-2025	ABDELKARIM, RABAH	2,244.00
1090909	31-Jul-2025	ABDELKARIM, RABAH	2,244.00
1091316	28-Aug-2025	ABDELKARIM, RABAH	2,244.00
1091742	30-Sep-2025	ABDELKARIM, RABAH	2,244.00
744520	10-Sep-2025	ABSHIRE, DEBORAH (R)	57.50
1090477	01-Jul-2025	ABUNDANT BLESSING LLC	9,218.00
1090756	24-Jul-2025	ABUNDANT BLESSING LLC	3,003.00
1091008	31-Jul-2025	ABUNDANT BLESSING LLC	9,218.00
1091069	08-Aug-2025	ABUNDANT BLESSING LLC	298.00
1091298	28-Aug-2025	ABUNDANT BLESSING LLC	6,334.00
1091446	08-Sep-2025	ABUNDANT BLESSING LLC	4,215.00
1091695	30-Sep-2025	ABUNDANT BLESSING LLC	9,367.00
1090804	31-Jul-2025	ACCELA, INC	578,604.18
1091173	28-Aug-2025	ACCELA, INC	8,301.78
744195	03-Sep-2025	ACE UNIFORMS OF PHOENIX	502.23
1090647	10-Jul-2025	ACHEN GARDNER CONSTRUCTION LLC	3,433,460.89
1090710	17-Jul-2025	ACHEN GARDNER CONSTRUCTION LLC	1,323,499.07
1091121	21-Aug-2025	ACHEN GARDNER CONSTRUCTION LLC	116,824.24
1091406	04-Sep-2025	ACHEN GARDNER CONSTRUCTION LLC	24,863.16
1091507	18-Sep-2025	ACHEN GARDNER CONSTRUCTION LLC	1,245,294.50
744374	10-Sep-2025	ADP INTERPRETING LLC	385.00
744780	24-Sep-2025	ADP INTERPRETING LLC	350.00
744375	10-Sep-2025	AFLAC	278.30
1090454	01-Jul-2025	AGARWAL, ABHISHEK	1,285.00
1090985	31-Jul-2025	AGARWAL, ABHISHEK	1,285.00

Payment Number	Payment Date	Vendor Name	Amount
1091275	28-Aug-2025	AGARWAL, ABHISHEK	1,285.00
1091673	30-Sep-2025	AGARWAL, ABHISHEK	1,874.00
1090458	01-Jul-2025	AGARWAL, GOVIND KUMAR	3,182.00
1090989	31-Jul-2025	AGARWAL, GOVIND KUMAR	3,182.00
1091279	28-Aug-2025	AGARWAL, GOVIND KUMAR	3,400.00
1091677	30-Sep-2025	AGARWAL, GOVIND KUMAR	3,400.00
744376	10-Sep-2025	AGRIBUSINESS & WATER COUNCIL OF ARIZONA	3,950.00
1090478	01-Jul-2025	AH PROPERTIES	2,796.00
1091009	31-Jul-2025	AH PROPERTIES	2,796.00
1091299	28-Aug-2025	AH PROPERTIES	2,796.00
1091696	30-Sep-2025	AH PROPERTIES	2,796.00
745070	30-Sep-2025	AHMETOVIC, AMILA	2,200.00
1090554	01-Jul-2025	AILEEN CHU HOLDINGS LLC	16,363.00
1090645	10-Jul-2025	AILEEN CHU HOLDINGS LLC	738.00
1090956	31-Jul-2025	AILEEN CHU HOLDINGS LLC	16,940.00
1091348	28-Aug-2025	AILEEN CHU HOLDINGS LLC	14,253.00
1091586	30-Sep-2025	AILEEN CHU HOLDINGS LLC	13,698.00
744196	03-Sep-2025	AIRPARK SIGNS & GRAPHICS	53.92
744377	10-Sep-2025	ALIGHT SOLUTIONS LLC	16,685.47
744781	24-Sep-2025	ALIGHT SOLUTIONS LLC	5,346.00
1090606	02-Jul-2025	ALL ANIMALS RESCUE & TRANSPORTATION, LLC	1,015.00
1090811	31-Jul-2025	ALL ANIMALS RESCUE & TRANSPORTATION, LLC	465.00
1091181	28-Aug-2025	ALL ANIMALS RESCUE & TRANSPORTATION, LLC	1,670.00
1090801	31-Jul-2025	ALL CITY TOWING	830.00
1091170	28-Aug-2025	ALL CITY TOWING	1,020.32
1091403	04-Sep-2025	ALL CITY TOWING	20.00
1091451	11-Sep-2025	ALL CITY TOWING	80.00
1091551	24-Sep-2025	ALL CITY TOWING	60.00
1090764	24-Jul-2025	ALL THE KING'S FLAGS	1,242.78
1091022	07-Aug-2025	ALL THE KING'S FLAGS	269.48
1091085	14-Aug-2025	ALL THE KING'S FLAGS	661.77
1091169	28-Aug-2025	ALL THE KING'S FLAGS	1,088.08
1091550	24-Sep-2025	ALL THE KING'S FLAGS	550.70
744521	10-Sep-2025	ALLAN, NANCY (R)	36.90
744522	10-Sep-2025	ALLEN, JORDAN (R)	29.15
744197	03-Sep-2025	ALLIED UNIVERSAL JANITORIAL SERVICES	1,187.19
744378	10-Sep-2025	ALLIED UNIVERSAL JANITORIAL SERVICES	46,660.36
744607	17-Sep-2025	ALLIED UNIVERSAL JANITORIAL SERVICES	363.16
744782	24-Sep-2025	ALLIED UNIVERSAL JANITORIAL SERVICES	641.58
744198	03-Sep-2025	ALLIED UNIVERSAL SECURITY SERVICES	1,188.00
744379	10-Sep-2025	ALLIED UNIVERSAL SECURITY SERVICES	1,188.00
744608	17-Sep-2025	ALLIED UNIVERSAL SECURITY SERVICES	2,138.40
744783	24-Sep-2025	ALLIED WASTE TRANSPORTATION (R)	46,271.00
744199	03-Sep-2025	ALLTERRA CENTRAL, INC	1,254.65
1090465	01-Jul-2025	ALSAMKARI I, LLC	2,509.00
1090996	31-Jul-2025	ALSAMKARI I, LLC	2,509.00
1091286	28-Aug-2025	ALSAMKARI I, LLC	2,509.00
1091683	30-Sep-2025	ALSAMKARI I, LLC	2,440.00
744200	03-Sep-2025	ALTEC INDUSTRIES, INC	5,020.67
744380	10-Sep-2025	ALTEC INDUSTRIES, INC	73.56
1090453	01-Jul-2025	AM PRESTIGE REAL ESTATE, LLC	2,500.00
1090984	31-Jul-2025	AM PRESTIGE REAL ESTATE, LLC	2,500.00
1091274	28-Aug-2025	AM PRESTIGE REAL ESTATE, LLC	2,500.00
1091672	30-Sep-2025	AM PRESTIGE REAL ESTATE, LLC	2,500.00
1090484	01-Jul-2025	AMARNATH, PAVAN KUMAR	1,100.00
1091014	31-Jul-2025	AMARNATH, PAVAN KUMAR	2,884.00
1091304	28-Aug-2025	AMARNATH, PAVAN KUMAR	1,006.00

Payment Number	Payment Date	Vendor Name	Amount
1091701	30-Sep-2025	AMARNATH, PAVAN KUMAR	1,006.00
744523	10-Sep-2025	AMEEN, ANTHONY (R)	41.80
1091397	29-Aug-2025	AMERESCO, INC	2,632,662.00
744609	17-Sep-2025	AMERESCO, INC	1,602,047.04
744610	17-Sep-2025	AMERESCO, INC	240,960.96
745071	30-Sep-2025	AMERICAN ASSOCIATES	1,070.00
744611	17-Sep-2025	AMERICAN REFRIGERATION SUPPLIES INC	117.43
744381	10-Sep-2025	AMERICAS CART SERVICE	96.00
745072	30-Sep-2025	AMH 2014-1 BORROWER, LLC	2,497.00
1090463	01-Jul-2025	ANBARI, MOH BASSAM	2,623.00
1090994	31-Jul-2025	ANBARI, MOH BASSAM	2,623.00
1091284	28-Aug-2025	ANBARI, MOH BASSAM	2,623.00
1091681	30-Sep-2025	ANBARI, MOH BASSAM	2,623.00
744612	17-Sep-2025	ANCON	57,290.46
744738	17-Sep-2025	ANDERSON, IAN (R)	29.05
1090615	02-Jul-2025	ANDREW'S REFRIGERATIONS INC	1,204.46
1091024	07-Aug-2025	ANDREW'S REFRIGERATIONS INC	330.00
1091125	21-Aug-2025	ANDREW'S REFRIGERATIONS INC	330.00
1091176	28-Aug-2025	ANDREW'S REFRIGERATIONS INC	155.75
1091455	11-Sep-2025	ANDREW'S REFRIGERATIONS INC	330.00
1091498	18-Sep-2025	ANDREW'S REFRIGERATIONS INC	660.00
744759	18-Sep-2025	ANGE, HANLEY E	137.20
744784	24-Sep-2025	ANIXTER INC	1,898.44
1090706	15-Jul-2025	ANN L. CHANG, TRUSTEE OF THE ANN L. CHANG LIVING TRUST	1,126.00
1090716	17-Jul-2025	ANTHEM LIFE INSURANCE COMPANY	15,786.97
744201	03-Sep-2025	AP FIRE PROTECTION, LLC	550.81
744613	17-Sep-2025	AP FIRE PROTECTION, LLC	2,239.82
744359	08-Sep-2025	APC 2020 INVESTMENT, LLC	1,314.00
745073	30-Sep-2025	APC 2020 INVESTMENT, LLC	17,450.00
744785	24-Sep-2025	APEX GROUP	6,000.25
744202	03-Sep-2025	APL ACCESS & SECURITY	315.00
744786	24-Sep-2025	APL ACCESS & SECURITY	15,172.87
744382	10-Sep-2025	AQUATIC CONSULTING & TESTING INC	6,420.00
1090607	02-Jul-2025	ARCHER WESTERN CONSTRUCTION LLC	366,221.70
1090656	10-Jul-2025	ARCHER WESTERN CONSTRUCTION LLC	129,735.98
1090715	17-Jul-2025	ARCHER WESTERN CONSTRUCTION LLC	215,985.69
1090812	31-Jul-2025	ARCHER WESTERN CONSTRUCTION LLC	242,957.55
1091182	28-Aug-2025	ARCHER WESTERN CONSTRUCTION LLC	357,737.87
1091558	24-Sep-2025	ARCHER WESTERN CONSTRUCTION LLC	462,072.38
1090975	31-Jul-2025	ARCHES LLC	48,806.00
1091229	28-Aug-2025	ARCHES LLC	50,452.00
1091647	30-Sep-2025	ARCHES LLC	49,135.00
744524	10-Sep-2025	ARDAVIN, ALISA (R)	7.64
1090655	10-Jul-2025	ARDURRA GROUP, INC	44,745.00
1091079	14-Aug-2025	ARDURRA GROUP, INC	37,721.00
1091458	11-Sep-2025	ARDURRA GROUP, INC	21,672.50
1091502	18-Sep-2025	ARDURRA GROUP, INC	1,795.00
1090800	31-Jul-2025	ARIZONA 811	2,200.57
1091450	11-Sep-2025	ARIZONA 811	2,200.57
744383	10-Sep-2025	ARIZONA ATTORNEY GENERAL'S OFFICE	175.00
744614	17-Sep-2025	ARIZONA ATTORNEY GENERAL'S OFFICE	1,369.92
744384	10-Sep-2025	ARIZONA ELECTRIC SUPPLY-MESA	1,420.90
744787	24-Sep-2025	ARIZONA ELECTRIC SUPPLY-MESA	303.78
744788	24-Sep-2025	ARIZONA ELEVATOR SOLUTIONS, INC	326.72
1090552	01-Jul-2025	ARIZONA ELITE PROPERTIES	1,679.00
1090954	31-Jul-2025	ARIZONA ELITE PROPERTIES	1,679.00
1091346	28-Aug-2025	ARIZONA ELITE PROPERTIES	1,679.00

Payment Number	Payment Date	Vendor Name	Amount
1090802	31-Jul-2025	ARIZONA EMERGENCY PRODUCTS	399.87
1091171	28-Aug-2025	ARIZONA EMERGENCY PRODUCTS	38,223.43
1091404	04-Sep-2025	ARIZONA EMERGENCY PRODUCTS	38,223.43
744789	24-Sep-2025	ARIZONA FREELANCE INTERPRETING SERVICES	690.00
744790	24-Sep-2025	ARIZONA MUNICIPAL WATER USERS ASSOC	128,967.00
1090610	02-Jul-2025	ARIZONA PEST PREVENTION	245.00
1090644	10-Jul-2025	ARIZONA PEST PREVENTION	40.00
1090761	24-Jul-2025	ARIZONA PEST PREVENTION	460.00
1091082	14-Aug-2025	ARIZONA PEST PREVENTION	40.00
1091116	21-Aug-2025	ARIZONA PEST PREVENTION	140.00
1091168	28-Aug-2025	ARIZONA PEST PREVENTION	245.00
1091399	04-Sep-2025	ARIZONA PEST PREVENTION	75.00
1091449	11-Sep-2025	ARIZONA PEST PREVENTION	40.00
1091504	18-Sep-2025	ARIZONA PEST PREVENTION	215.00
1091547	24-Sep-2025	ARIZONA PEST PREVENTION	245.00
744385	10-Sep-2025	ARIZONA POWER AUTHORITY	2,683.77
744203	03-Sep-2025	ARIZONA PUBLIC SERVICE COMPANY	83.98
744360	08-Sep-2025	ARIZONA PUBLIC SERVICE COMPANY	6,829.00
744386	10-Sep-2025	ARIZONA STATE TREASURER	246,453.59
744791	24-Sep-2025	ARIZONA WASTEWATER INDUSTRIES INC	41.57
1090759	24-Jul-2025	ARIZONA WATER WORKS SUPPLY INC	286.42
1091165	28-Aug-2025	ARIZONA WATER WORKS SUPPLY INC	143.21
1091544	24-Sep-2025	ARIZONA WATER WORKS SUPPLY INC	190.95
1090603	02-Jul-2025	ARIZONA'S BEST, INC	149.00
1090652	10-Jul-2025	ARIZONA'S BEST, INC	2,093.00
1090714	17-Jul-2025	ARIZONA'S BEST, INC	1,148.00
1090755	24-Jul-2025	ARIZONA'S BEST, INC	881.00
1090810	31-Jul-2025	ARIZONA'S BEST, INC	256.00
1091026	07-Aug-2025	ARIZONA'S BEST, INC	228.00
1091128	21-Aug-2025	ARIZONA'S BEST, INC	4,075.00
1091179	28-Aug-2025	ARIZONA'S BEST, INC	459.00
1091409	04-Sep-2025	ARIZONA'S BEST, INC	455.00
1091457	11-Sep-2025	ARIZONA'S BEST, INC	495.00
1091500	18-Sep-2025	ARIZONA'S BEST, INC	62.00
1091557	24-Sep-2025	ARIZONA'S BEST, INC	2,068.00
1091506	18-Sep-2025	ARM OF SAVE THE FAMILY FOUNDATION OF ARIZONA	500.00
744589	11-Sep-2025	ARMSTRONG, AVERY R	104.00
1090648	10-Jul-2025	ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC	631,514.00
1090766	24-Jul-2025	ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC	19,455.00
1090807	31-Jul-2025	ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC	1,958,710.00
1091123	21-Aug-2025	ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC	332,773.24
1091407	04-Sep-2025	ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC	1,148,951.48
1090609	02-Jul-2025	ARTISTIC LAND MANAGEMENT INC	96,557.79
1090720	17-Jul-2025	ARTISTIC LAND MANAGEMENT INC	4,714.46
1090798	31-Jul-2025	ARTISTIC LAND MANAGEMENT INC	58,171.25
1091021	07-Aug-2025	ARTISTIC LAND MANAGEMENT INC	36,915.06
1091081	14-Aug-2025	ARTISTIC LAND MANAGEMENT INC	18,763.33
1091115	21-Aug-2025	ARTISTIC LAND MANAGEMENT INC	96,156.55
1091167	28-Aug-2025	ARTISTIC LAND MANAGEMENT INC	8,862.87
1091448	11-Sep-2025	ARTISTIC LAND MANAGEMENT INC	52,169.39
1091503	18-Sep-2025	ARTISTIC LAND MANAGEMENT INC	71,702.21
1091546	24-Sep-2025	ARTISTIC LAND MANAGEMENT INC	3,340.15
744387	10-Sep-2025	ASCENT AVIATION GROUP INC	30,634.33
1091650	30-Sep-2025	ASHLEY 2021 LLC	1,640.00
744792	24-Sep-2025	ASHTON-WOODS ARIZONA (R)	87,862.30
745074	30-Sep-2025	ASSET SUPPORT FUNDING, LLC	1,119.00
744793	24-Sep-2025	ASSURED DOCUMENT DESTRUCTION INC	129.95

Payment Number	Payment Date	Vendor Name	Amount
1090436	01-Jul-2025	ASTRIA & ASSOCIATES REALTY	4,846.00
1090974	31-Jul-2025	ASTRIA & ASSOCIATES REALTY	4,846.00
1091228	28-Aug-2025	ASTRIA & ASSOCIATES REALTY	4,846.00
1091646	30-Sep-2025	ASTRIA & ASSOCIATES REALTY	4,335.00
744615	17-Sep-2025	ASU FOUNDATION	27,000.00
744204	03-Sep-2025	ASU OFFICE FOR RESEARCH & SPONSORED PROJECT	22,916.67
744388	10-Sep-2025	AT&T MOBILITY	17,191.27
744425	10-Sep-2025	AT&T MOBILITY	23,307.66
744616	17-Sep-2025	AT&T MOBILITY	1,085.32
744389	10-Sep-2025	AUTOMATED ENTRANCES LLC	280.00
744617	17-Sep-2025	AWP SAFETY	79.72
1090482	01-Jul-2025	AZ EQUITY PROPERTIES LLC	954.00
1091012	31-Jul-2025	AZ EQUITY PROPERTIES LLC	497.00
1091302	28-Aug-2025	AZ EQUITY PROPERTIES LLC	497.00
1091699	30-Sep-2025	AZ EQUITY PROPERTIES LLC	1,085.00
1090518	01-Jul-2025	AZ HOME FOR US	1,873.00
1090933	31-Jul-2025	AZ HOME FOR US	1,873.00
1091340	28-Aug-2025	AZ HOME FOR US	1,873.00
1091766	30-Sep-2025	AZ HOME FOR US	1,873.00
744618	17-Sep-2025	AZ LIGHTING & ELECTRIC LLC	895.00
745075	30-Sep-2025	AZ REAL HOLDINGS LLC	2,557.00
1090533	01-Jul-2025	AZ REALTY PROPERTY HOLDINGS, LLC	8,024.00
1090948	31-Jul-2025	AZ REALTY PROPERTY HOLDINGS, LLC	8,103.00
1091242	28-Aug-2025	AZ REALTY PROPERTY HOLDINGS, LLC	8,103.00
1091717	30-Sep-2025	AZ REALTY PROPERTY HOLDINGS, LLC	6,374.00
1090712	17-Jul-2025	AZCEND	31,121.84
1091075	14-Aug-2025	AZCEND	88,431.12
1091508	18-Sep-2025	AZCEND	125,550.18
1090443	01-Jul-2025	AZLTRE LLC	1,473.00
1090860	31-Jul-2025	AZLTRE LLC	1,473.00
1091264	28-Aug-2025	AZLTRE LLC	1,473.00
1091662	30-Sep-2025	AZLTRE LLC	1,546.00
744794	24-Sep-2025	B&F CONTRACTING INC	5,845,511.03
744590	11-Sep-2025	BACON, DALLIN B	150.00
744945	24-Sep-2025	BAER, ALINA M	458.00
1090479	01-Jul-2025	BAKASH LLC	2,279.00
1091070	08-Aug-2025	BAKASH LLC	1,103.00
1091073	13-Aug-2025	BAKASH LLC	1,176.00
1090719	17-Jul-2025	BAKER COMMODITIES, INC	175.00
744619	17-Sep-2025	BALLET ARIZONA	15,000.00
744884	24-Sep-2025	BANCORP BANK N.A. (R)	80.00
1090643	07-Jul-2025	BANK OF AMERICA	1,165,565.87
1091018	05-Aug-2025	BANK OF AMERICA	1,130,637.88
1091398	03-Sep-2025	BANK OF AMERICA	1,546,588.68
744620	17-Sep-2025	BANNER OCCUPATIONAL HEALTH CLINICS	3,464.00
744795	24-Sep-2025	BANNER OCCUPATIONAL HEALTH CLINICS	2,126.50
744315	03-Sep-2025	BANNON, DOUGLAS (R)	30.15
1090489	01-Jul-2025	BAO HAN LLC	1,978.00
1090959	31-Jul-2025	BAO HAN LLC	1,978.00
1091309	28-Aug-2025	BAO HAN LLC	1,978.00
1091706	30-Sep-2025	BAO HAN LLC	1,978.00
1090582	01-Jul-2025	BARKDOLL PROPERTIES LLC	8,608.00
1090887	31-Jul-2025	BARKDOLL PROPERTIES LLC	7,099.00
1091375	28-Aug-2025	BARKDOLL PROPERTIES LLC	7,099.00
1091613	30-Sep-2025	BARKDOLL PROPERTIES LLC	7,099.00
744946	24-Sep-2025	BARKER, JAMES R	560.00
1090471	01-Jul-2025	BASA, VIJAYA KUMAR	2,789.00

Payment Number	Payment Date	Vendor Name	Amount
1091002	31-Jul-2025	BASA, VIJAYA KUMAR	2,789.00
1091292	28-Aug-2025	BASA, VIJAYA KUMAR	2,789.00
1091688	30-Sep-2025	BASA, VIJAYA KUMAR	2,789.00
744473	10-Sep-2025	BASTMAN, RYAN (R)	100.00
1090760	24-Jul-2025	BAVCO	2,348.96
1091019	07-Aug-2025	BAVCO	540.08
1091166	28-Aug-2025	BAVCO	6,373.89
1091545	24-Sep-2025	BAVCO	540.08
744760	18-Sep-2025	BAYARDO, JORGE M	25.00
1090464	01-Jul-2025	BEAUX, CANDACE	1,227.00
1090995	31-Jul-2025	BEAUX, CANDACE	1,227.00
1091285	28-Aug-2025	BEAUX, CANDACE	1,227.00
1091682	30-Sep-2025	BEAUX, CANDACE	1,227.00
1090532	01-Jul-2025	BECKMAN, KRISTI M	1,995.00
1090947	31-Jul-2025	BECKMAN, KRISTI M	1,995.00
1091241	28-Aug-2025	BECKMAN, KRISTI M	1,995.00
1091716	30-Sep-2025	BECKMAN, KRISTI M	1,995.00
744390	10-Sep-2025	BECK'S FLOOR INSTALLATIONS, LLC	4,546.89
744621	17-Sep-2025	BEDWELL, RAY BRYAN (R)	35.00
1091027	07-Aug-2025	BELLAMY, BARBARA	1,805.00
1091180	28-Aug-2025	BELLAMY, BARBARA	1,140.00
744622	17-Sep-2025	BENAVIDEZ-BENECH, CAROLINA	500.00
1091543	23-Sep-2025	BERRY, LEE E	886.00
1091690	30-Sep-2025	BERRY, LEE E	1,399.00
745076	30-Sep-2025	BERT'S HOMES LLC	2,200.00
1090546	01-Jul-2025	BEST NEIGHBORS, LLC	2,217.00
1090851	31-Jul-2025	BEST NEIGHBORS, LLC	1,924.00
1091255	28-Aug-2025	BEST NEIGHBORS, LLC	1,924.00
1091730	30-Sep-2025	BEST NEIGHBORS, LLC	1,924.00
744391	10-Sep-2025	BEST PLUMBING SPECIALTIES INC	622.99
1090444	01-Jul-2025	BHATT, AMAR BHARAT	2,161.00
1090861	31-Jul-2025	BHATT, AMAR BHARAT	2,161.00
1091265	28-Aug-2025	BHATT, AMAR BHARAT	2,161.00
1091663	30-Sep-2025	BHATT, AMAR BHARAT	1,773.00
1090525	01-Jul-2025	BIG STAR PROPERTIES, LLC	18,569.00
1090940	31-Jul-2025	BIG STAR PROPERTIES, LLC	17,652.00
1091235	28-Aug-2025	BIG STAR PROPERTIES, LLC	16,866.00
1091443	08-Sep-2025	BIG STAR PROPERTIES, LLC	192.00
1091501	18-Sep-2025	BIG STAR PROPERTIES, LLC	1,675.00
1091661	30-Sep-2025	BIG STAR PROPERTIES, LLC	13,697.00
744205	03-Sep-2025	BLAKE WILLIAM EBERICH CONSTRUCTION INC (R)	22.50
744525	10-Sep-2025	BLANCO, EDDY (R)	27.38
744623	17-Sep-2025	BLUEBEAM INC	6,403.32
744229	03-Sep-2025	BLUETRITTON BRANDS INC	656.29
1090530	01-Jul-2025	BMF IV AZ LAGUNA VILLAGE LLC	16,578.00
1090945	31-Jul-2025	BMF IV AZ LAGUNA VILLAGE LLC	17,169.00
1091239	28-Aug-2025	BMF IV AZ LAGUNA VILLAGE LLC	17,160.00
1091714	30-Sep-2025	BMF IV AZ LAGUNA VILLAGE LLC	17,226.00
744206	03-Sep-2025	BOBCAT OF PHOENIX	220.68
744316	03-Sep-2025	BOND, DAVID (R)	14.78
744947	24-Sep-2025	BOOS, NICHOLAS W	68.84
744392	10-Sep-2025	BORDER STATES ELECTRIC SUPPLY	141.67
744207	03-Sep-2025	BOUND TREE MEDICAL LLC	6,580.03
744624	17-Sep-2025	BOUND TREE MEDICAL LLC	5,658.75
744796	24-Sep-2025	BOUND TREE MEDICAL LLC	1,108.88
1090604	02-Jul-2025	BOYS & GIRLS CLUBS OF THE VALLEY, INC	19,289.23
1091410	04-Sep-2025	BOYS & GIRLS CLUBS OF THE VALLEY, INC	27,345.90

Payment Number	Payment Date	Vendor Name	Amount
744393	10-Sep-2025	BPG TECHNOLOGIES, LLC	10,545.00
744394	10-Sep-2025	BRAVER SPACES CONSULTING, LLC	4,225.00
1090509	01-Jul-2025	BRAVO, DEBORAH LYNN	1,141.00
1090924	31-Jul-2025	BRAVO, DEBORAH LYNN	1,141.00
1091331	28-Aug-2025	BRAVO, DEBORAH LYNN	1,141.00
1091757	30-Sep-2025	BRAVO, DEBORAH LYNN	1,141.00
745077	30-Sep-2025	BREIT MF LUMIERE CHANDLER LLC	1,382.00
1090612	02-Jul-2025	BRENNTAG PACIFIC, INC	21,898.40
1090709	17-Jul-2025	BRENNTAG PACIFIC, INC	37,540.53
1090765	24-Jul-2025	BRENNTAG PACIFIC, INC	46,179.48
1090803	31-Jul-2025	BRENNTAG PACIFIC, INC	32,985.92
1091119	21-Aug-2025	BRENNTAG PACIFIC, INC	46,670.53
1091172	28-Aug-2025	BRENNTAG PACIFIC, INC	18,383.58
1091405	04-Sep-2025	BRENNTAG PACIFIC, INC	392.25
1091452	11-Sep-2025	BRENNTAG PACIFIC, INC	14,930.47
1091552	24-Sep-2025	BRENNTAG PACIFIC, INC	46,710.62
744208	03-Sep-2025	BRIDGERS & PAXTON CONSULTING ENGINEERS, INC	8,180.00
1091130	21-Aug-2025	BRIGHT BROTHERS LLC	55,000.00
1090617	02-Jul-2025	BRIGHTVIEW LANDSCAPE SERVICES, INC	268,101.06
1090651	10-Jul-2025	BRIGHTVIEW LANDSCAPE SERVICES, INC	167,384.37
1090713	17-Jul-2025	BRIGHTVIEW LANDSCAPE SERVICES, INC	6,331.83
1090768	24-Jul-2025	BRIGHTVIEW LANDSCAPE SERVICES, INC	3,908.00
1091025	07-Aug-2025	BRIGHTVIEW LANDSCAPE SERVICES, INC	260,190.62
1091077	14-Aug-2025	BRIGHTVIEW LANDSCAPE SERVICES, INC	17,336.83
1091127	21-Aug-2025	BRIGHTVIEW LANDSCAPE SERVICES, INC	14,983.64
1091178	28-Aug-2025	BRIGHTVIEW LANDSCAPE SERVICES, INC	104,555.68
1091408	04-Sep-2025	BRIGHTVIEW LANDSCAPE SERVICES, INC	18,405.21
1091456	11-Sep-2025	BRIGHTVIEW LANDSCAPE SERVICES, INC	2,895.00
1091499	18-Sep-2025	BRIGHTVIEW LANDSCAPE SERVICES, INC	69,525.01
1091556	24-Sep-2025	BRIGHTVIEW LANDSCAPE SERVICES, INC	15,593.36
744395	10-Sep-2025	BRINK'S, INCORPORATED	4,463.62
744209	03-Sep-2025	BRISKET BURGER LLC (R)	22.50
1090526	01-Jul-2025	BROADWAY ROAD PROPERTY LLC	1,209.00
1090941	31-Jul-2025	BROADWAY ROAD PROPERTY LLC	1,146.00
744625	17-Sep-2025	BROENING OBERG WOODS & WILSON, PC	5,637.60
744797	24-Sep-2025	BROOKSIES PROPANE	74.36
1090548	01-Jul-2025	BROTHERS TAEKWON DO INC	1,325.00
1090853	31-Jul-2025	BROTHERS TAEKWON DO INC	1,325.00
1091257	28-Aug-2025	BROTHERS TAEKWON DO INC	1,325.00
1091732	30-Sep-2025	BROTHERS TAEKWON DO INC	1,325.00
1091020	07-Aug-2025	BROWN AND CALDWELL	26,194.51
744210	03-Sep-2025	BROWN AND CALDWELL	2,473.25
1090488	01-Jul-2025	BROWN, CYNTHIA L	2,566.00
1090958	31-Jul-2025	BROWN, CYNTHIA L	2,566.00
1091308	28-Aug-2025	BROWN, CYNTHIA L	2,566.00
1091705	30-Sep-2025	BROWN, CYNTHIA L	2,566.00
744336	04-Sep-2025	BROWN, TAYLOR P	38.00
744211	03-Sep-2025	BROWN'S PARTSMASTER INC	604.31
744396	10-Sep-2025	BROWN'S PARTSMASTER INC	541.95
744626	17-Sep-2025	BROWN'S PARTSMASTER INC	141.76
744798	24-Sep-2025	BROWN'S PARTSMASTER INC	30.56
1091120	21-Aug-2025	BSN SPORTS INC	349.28
1090697	11-Jul-2025	BUELT, JULIE K	477.00
1091162	21-Aug-2025	BUELT, JULIE K	306.80
744397	10-Sep-2025	BUESING CORPORATION	100.00
744627	17-Sep-2025	BUESING CORPORATION	150.00
745078	30-Sep-2025	BULLSEYE PROPERTY MANAGEMENT, LLC	1,742.00

Payment Number	Payment Date	Vendor Name	Amount
1090576	01-Jul-2025	BURCH, CHRISTOPHER	1,202.00
1090881	31-Jul-2025	BURCH, CHRISTOPHER	1,202.00
1091369	28-Aug-2025	BURCH, CHRISTOPHER	1,202.00
1091607	30-Sep-2025	BURCH, CHRISTOPHER	1,202.00
1090495	01-Jul-2025	BURNHAM, TIMOTHY	1,087.00
1090910	31-Jul-2025	BURNHAM, TIMOTHY	1,087.00
1091317	28-Aug-2025	BURNHAM, TIMOTHY	1,087.00
1091743	30-Sep-2025	BURNHAM, TIMOTHY	1,087.00
744799	24-Sep-2025	C & I SHOW HARDWARE & SECURITY SYSTEMS INC	1,396.28
744337	04-Sep-2025	CACCIOLA, MATTHEW DANTE	210.00
1090614	02-Jul-2025	CALIENTE CONSTRUCTION INC	289,245.12
1091124	21-Aug-2025	CALIENTE CONSTRUCTION INC	181,504.81
1091175	28-Aug-2025	CALIENTE CONSTRUCTION INC	281,707.10
744739	17-Sep-2025	CALL, CAMERON (R)	829.18
744800	24-Sep-2025	CALLE DE AZ	2,000.00
744801	24-Sep-2025	CAPSTONE ROOFING LLC	2,975.00
1091509	18-Sep-2025	CARBON ACTIVATED CORPORATION	50,622.20
1091401	04-Sep-2025	CARL KOMINSKY LANDSCAPE ARCHITECT INC	10,096.00
744317	03-Sep-2025	CARPENTER, CASEY (R)	72.01
744628	17-Sep-2025	CARTRIGHT'S DRAIN SERVICE INC	947.60
744398	10-Sep-2025	CASA GRANDE CITY COURT	200.00
744885	24-Sep-2025	CASA TIERRA HOMEOWNERS ASSOCIATION	12,669.00
744526	10-Sep-2025	CATHCART, HOLLY (R)	63.77
744886	24-Sep-2025	CAZ 7 LLC	75,000.00
744212	03-Sep-2025	CDR PAINTING, LLC	24,100.00
1090616	02-Jul-2025	CE WILSON CONSULTING, LLC	1,480.00
1091126	21-Aug-2025	CE WILSON CONSULTING, LLC	6,290.00
1091177	28-Aug-2025	CE WILSON CONSULTING, LLC	5,180.00
1091555	24-Sep-2025	CE WILSON CONSULTING, LLC	5,180.00
1090799	31-Jul-2025	CEM - TEC CORPORATION	6,674.56
1090838	31-Jul-2025	CENTRAL ARIZONA PROJECT	487,367.93
1091548	24-Sep-2025	CENTRAL ARIZONA PROJECT	508,801.25
1090717	17-Jul-2025	CENTURYLINK	1,976.32
1090718	17-Jul-2025	CENTURYLINK	1,976.32
1090757	24-Jul-2025	CENTURYLINK	11,086.97
1091023	07-Aug-2025	CENTURYLINK	2,018.30
1091122	21-Aug-2025	CENTURYLINK	11,086.97
1091453	11-Sep-2025	CENTURYLINK	1,988.66
1091083	14-Aug-2025	CHANDLER CENTER FOR THE ARTS	3,772.30
1090711	17-Jul-2025	CHANDLER FIREFIGHTER CHARITIES	8,462.00
1090523	01-Jul-2025	CHANDLER GARDENS	14,876.00
1090938	31-Jul-2025	CHANDLER GARDENS	14,170.00
1091065	08-Aug-2025	CHANDLER GARDENS	1,516.00
1091233	28-Aug-2025	CHANDLER GARDENS	13,949.00
1091659	30-Sep-2025	CHANDLER GARDENS	13,949.00
1090557	01-Jul-2025	CHANDLER PROPERTY DEVELOPMENT ASSOCIATES LTD PTR (231-1)	17,443.00
1090863	31-Jul-2025	CHANDLER PROPERTY DEVELOPMENT ASSOCIATES LTD PTR (231-1)	17,582.00
1091351	28-Aug-2025	CHANDLER PROPERTY DEVELOPMENT ASSOCIATES LTD PTR (231-1)	16,581.00
1091539	23-Sep-2025	CHANDLER PROPERTY DEVELOPMENT ASSOCIATES LTD PTR (231-1)	1.00
1091589	30-Sep-2025	CHANDLER PROPERTY DEVELOPMENT ASSOCIATES LTD PTR (231-1)	16,581.00
744399	10-Sep-2025	CHANDLER SMALL ANIMAL CLINIC (R)	85.00
744213	03-Sep-2025	CHANDLER UNIFIED SCHOOL DISTRICT #80	444.00
744802	24-Sep-2025	CHANDLER UNIFIED SCHOOL DISTRICT #80	200.00
744803	24-Sep-2025	CHANDLER UNIFIED SCHOOL DISTRICT #80	200.00
1090611	02-Jul-2025	CHASSE BUILDING TEAM INC	1,115,171.20
744318	03-Sep-2025	CHAVEZ, JALEN (R)	33.32
744214	03-Sep-2025	CHILDS, BERDITA (R)	5.00

Payment Number	Payment Date	Vendor Name	Amount
744804	24-Sep-2025	CHILDSPLAY INC	150.00
744215	03-Sep-2025	CHILLER CITY CORPORATION	2,316.00
1090653	10-Jul-2025	CHOICE MAINTENANCE AND ASPHALT SERVICES, LLC	110,112.00
1091028	07-Aug-2025	CHOICE MAINTENANCE AND ASPHALT SERVICES, LLC	109,708.00
1091078	14-Aug-2025	CHOICE MAINTENANCE AND ASPHALT SERVICES, LLC	6,688.00
1091129	21-Aug-2025	CHOICE MAINTENANCE AND ASPHALT SERVICES, LLC	19,200.00
1091535	18-Sep-2025	CHOICE MAINTENANCE AND ASPHALT SERVICES, LLC	33,825.34
744216	03-Sep-2025	CINTAS CORPORATION	784.20
744400	10-Sep-2025	CINTAS CORPORATION	2,195.11
744629	17-Sep-2025	CINTAS CORPORATION	911.07
744689	17-Sep-2025	CINTAS CORPORATION	477.73
744805	24-Sep-2025	CINTAS CORPORATION	1,368.36
744217	03-Sep-2025	CITY ELECTRIC SUPPLY	174.40
744630	17-Sep-2025	CITY OF CHANDLER	1,140.00
744361	08-Sep-2025	CITY OF GLENDALE	2,588.64
744362	08-Sep-2025	CITY OF PHOENIX	2,424.64
744631	17-Sep-2025	CITY OF PHOENIX	4,100.00
744319	03-Sep-2025	CITY PROPERTY MGMT (R)	562.49
1090707	17-Jul-2025	CITY WIDE PEST CONTROL INC	2,550.00
1091117	21-Aug-2025	CITY WIDE PEST CONTROL INC	133.00
744218	03-Sep-2025	CLARK HILL PLC	389.50
744806	24-Sep-2025	CLARK HILL PLC	21,535.45
1090608	02-Jul-2025	CLEANVIEW SEWER INSPECTIONS LLC	21,267.75
1090797	31-Jul-2025	CLEANVIEW SEWER INSPECTIONS LLC	6,310.35
1091080	14-Aug-2025	CLEANVIEW SEWER INSPECTIONS LLC	26,171.27
1091114	21-Aug-2025	CLEANVIEW SEWER INSPECTIONS LLC	10,546.86
1091184	28-Aug-2025	CLEANVIEW SEWER INSPECTIONS LLC	10,930.52
1091447	11-Sep-2025	CLEANVIEW SEWER INSPECTIONS LLC	7,006.92
744632	17-Sep-2025	CLEARTACTICS LLC	300.00
744740	17-Sep-2025	CLEVELAND, RICKY (R)	82.26
745079	30-Sep-2025	CLUB CANCUN APARTMENTS	1,804.00
744633	17-Sep-2025	COLBERT RESIDENCE (R)	77.49
744926	24-Sep-2025	COLLUM, KIMBERLY (R)	98.70
1090522	01-Jul-2025	COLONIA DEL REY APARTMENTS	16,755.00
1090758	24-Jul-2025	COLONIA DEL REY APARTMENTS	916.89
1090937	31-Jul-2025	COLONIA DEL REY APARTMENTS	16,669.00
1091232	28-Aug-2025	COLONIA DEL REY APARTMENTS	15,870.00
1091442	08-Sep-2025	COLONIA DEL REY APARTMENTS	882.00
1091540	23-Sep-2025	COLONIA DEL REY APARTMENTS	608.00
1091658	30-Sep-2025	COLONIA DEL REY APARTMENTS	18,255.00
744401	10-Sep-2025	COLUMN NA FBO HAMPTON INN CHANDLER C/O FINEXIO (R)	120.00
744219	03-Sep-2025	COMPLETE SAFETY	138.27
744807	24-Sep-2025	COMPUTER AID, INC	282,447.98
744634	17-Sep-2025	CONFIENCE	14,831.00
1090646	10-Jul-2025	CONSULTANT ENGINEERING INC	144,662.00
1090763	24-Jul-2025	CONSULTANT ENGINEERING INC	19,372.50
1091084	14-Aug-2025	CONSULTANT ENGINEERING INC	137,397.25
1091118	21-Aug-2025	CONSULTANT ENGINEERING INC	24,565.00
1091505	18-Sep-2025	CONSULTANT ENGINEERING INC	141,022.02
744927	24-Sep-2025	CONTI, LAURA (R)	101.22
1090613	02-Jul-2025	CONTINENTAL FLOORING CO	84,453.58
1090806	31-Jul-2025	CONTINENTAL FLOORING CO	4,352.63
1091074	14-Aug-2025	CONTINENTAL FLOORING CO	6,079.09
1091174	28-Aug-2025	CONTINENTAL FLOORING CO	18,662.74
744220	03-Sep-2025	CONTRACTOR FIRE PROTECTION	1,150.00
744402	10-Sep-2025	CONTRACTOR FIRE PROTECTION	793.50
744635	17-Sep-2025	CONTRACTOR FIRE PROTECTION	2,205.00

Payment Number	Payment Date	Vendor Name	Amount
744403	10-Sep-2025	COOK, CLAIRE (R)	15.00
744404	10-Sep-2025	CORE & MAIN LP	3,832.92
744808	24-Sep-2025	CORE & MAIN LP	84,784.35
744527	10-Sep-2025	CORONA GARDENS PARTNERS LP (R)	1,354.50
744405	10-Sep-2025	CORPORATE INTERIOR SYSTEMS (CIS)	3,701.22
744406	10-Sep-2025	CORVEL ENTERPRISE CLAIMS INC	1,000.00
1090564	01-Jul-2025	COSTALES, ABEL	848.00
1090869	31-Jul-2025	COSTALES, ABEL	848.00
1091357	28-Aug-2025	COSTALES, ABEL	848.00
1091595	30-Sep-2025	COSTALES, ABEL	848.00
744928	24-Sep-2025	COURTNEY, VICTORIA (R)	49.03
744809	24-Sep-2025	COX BUSINESS	1,050.00
744221	03-Sep-2025	CRAIG W PHILLIPS, LLC	3,750.00
744407	10-Sep-2025	CRAWFORD MECHANICAL SERVICES, LLC	1,931.00
1090654	10-Jul-2025	CS CONSTRUCTION INC	86,340.00
1091029	07-Aug-2025	CS CONSTRUCTION INC	40,400.00
1091537	18-Sep-2025	CS CONSTRUCTION INC	69,880.00
1091230	28-Aug-2025	CULIBRK, ROBERT	974.00
1091648	30-Sep-2025	CULIBRK, ROBERT	974.00
744810	24-Sep-2025	CULTURAL COALITION, INC	500.00
744929	24-Sep-2025	CURBELLO, SHAWN (R)	52.48
1090618	02-Jul-2025	CURTIS BLUE LINE	1,409.06
1090762	24-Jul-2025	CURTIS BLUE LINE	403.35
1091033	07-Aug-2025	CURTIS BLUE LINE	8,068.61
1091132	21-Aug-2025	CURTIS BLUE LINE	1,835.94
1091188	28-Aug-2025	CURTIS BLUE LINE	1,247.01
1091400	04-Sep-2025	CURTIS BLUE LINE	127.28
744811	24-Sep-2025	CUTTERS DOCUMENT DESTRUCTION, LLC	159.95
1091131	21-Aug-2025	D&B CONSTRUCTION GROUP LLC	45,486.00
744768	19-Sep-2025	D&B CONSTRUCTION GROUP LLC	31,258.00
744769	19-Sep-2025	D&B CONSTRUCTION GROUP LLC	38,570.00
744770	19-Sep-2025	D&B CONSTRUCTION GROUP LLC	55,860.00
744408	10-Sep-2025	D&H WATER SYSTEMS INC	59,710.20
1090650	10-Jul-2025	D.H. PACE COMPANY, INC	11,458.86
1090767	24-Jul-2025	D.H. PACE COMPANY, INC	7,283.47
1090809	31-Jul-2025	D.H. PACE COMPANY, INC	1,518.87
744409	10-Sep-2025	D.P. ELECTRIC, INC	1,494.00
744812	24-Sep-2025	D.P. ELECTRIC, INC	5,614.00
1091030	07-Aug-2025	DALE LAW FIRM, PLLC	5,666.66
1091183	28-Aug-2025	DALE LAW FIRM, PLLC	5,666.66
1090537	01-Jul-2025	DAVID INVESTMENT LLC	980.00
1090842	31-Jul-2025	DAVID INVESTMENT LLC	980.00
1091246	28-Aug-2025	DAVID INVESTMENT LLC	980.00
1091721	30-Sep-2025	DAVID INVESTMENT LLC	980.00
744410	10-Sep-2025	DAVIDSON & BELLUSO, INC	31,250.00
744591	11-Sep-2025	DAVIDSON, SARANNA I	50.00
744222	03-Sep-2025	DAY AUTO SUPPLY, INC	1,938.13
744230	03-Sep-2025	DAY AUTO SUPPLY, INC	189.30
744556	11-Sep-2025	DAY AUTO SUPPLY, INC	1,639.32
744636	17-Sep-2025	DAY AUTO SUPPLY, INC	12.39
744813	24-Sep-2025	DAY AUTO SUPPLY, INC	753.11
744223	03-Sep-2025	DAYCRAFT FLIGHT SYSTEMS LLC (R)	50.63
744224	03-Sep-2025	DC AIR COMPRESSOR AND PUMP SERVICE	988.45
744411	10-Sep-2025	DC AIR COMPRESSOR AND PUMP SERVICE	754.50
1090695	11-Jul-2025	DEANDA, JESUS	480.00
744960	24-Sep-2025	DEANDA, JESUS	408.00
1091062	07-Aug-2025	DEANDA, MELISSA K	112.00

Payment Number	Payment Date	Vendor Name	Amount
744225	03-Sep-2025	DECA SOUTHWEST	13,111.65
744412	10-Sep-2025	DECA SOUTHWEST	9,013.95
744637	17-Sep-2025	DECA SOUTHWEST	4,001.38
744814	24-Sep-2025	DECA SOUTHWEST	150.00
744413	10-Sep-2025	DEL MAR CONTRACTING, LLC	600.00
744414	10-Sep-2025	DELTA DENTAL OF ARIZONA	182,068.19
744415	10-Sep-2025	DELTA DENTAL OF ARIZONA	11,383.92
745080	30-Sep-2025	DESAI, SREEDHAR	2,888.00
744416	10-Sep-2025	DESERT TOX, LLC	462.70
744815	24-Sep-2025	DETECTION INSTRUMENTS CORP.	2,240.00
744417	10-Sep-2025	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	112,730.00
744418	10-Sep-2025	DIBBLE CM, LLC	35,285.00
744638	17-Sep-2025	DIBBLE CM, LLC	79,295.00
744639	17-Sep-2025	DICK & FRITSCHE DESIGN GROUP, INC	10,903.00
744816	24-Sep-2025	DICKINSON WRIGHT PLLC	2,000.00
744419	10-Sep-2025	DIG STUDIO INC	5,601.00
744640	17-Sep-2025	DIG STUDIO INC	100,248.25
744641	17-Sep-2025	DISCOVER RESTITUTION (R)	44.00
744226	03-Sep-2025	DIVING BOARD SOLUTIONS, LLC	6,837.43
1090649	10-Jul-2025	DNG CONSTRUCTION	26,793.90
1090808	31-Jul-2025	DNG CONSTRUCTION	9,865.00
1091076	14-Aug-2025	DNG CONSTRUCTION	97,450.71
1091554	24-Sep-2025	DNG CONSTRUCTION	20,288.70
744690	17-Sep-2025	DOOLEY ENTERPRISES, INC	53,028.33
744817	24-Sep-2025	DOORS BY GEORGE INC	385.00
1090708	17-Jul-2025	DOWNTOWN CHANDLER COMMUNITY PARTNERSHIP	68,765.00
1091402	04-Sep-2025	DOWNTOWN CHANDLER COMMUNITY PARTNERSHIP	20,000.00
1091549	24-Sep-2025	DOWNTOWN CHANDLER COMMUNITY PARTNERSHIP	500.00
744930	24-Sep-2025	DOYLE, BRYAN (R)	42.08
745081	30-Sep-2025	DUCKS & ASSOC REALTY INC	2,019.00
744352	04-Sep-2025	DUENSING, BRENT M	372.00
744420	10-Sep-2025	DUGGAN, SEAN	341.31
744818	24-Sep-2025	DULBERG, ADAM	250.00
1090701	11-Jul-2025	DUPAGE HOUSING AUTHORITY	3,135.64
1091072	13-Aug-2025	DUPAGE HOUSING AUTHORITY	3,135.64
1091441	08-Sep-2025	DUPAGE HOUSING AUTHORITY	3,135.64
744528	10-Sep-2025	DURAN, KARINA (R)	33.76
744227	03-Sep-2025	DYE CARBONIC	1,297.81
744421	10-Sep-2025	DYE CARBONIC	2,044.32
744691	17-Sep-2025	DYE CARBONIC	2,143.84
744819	24-Sep-2025	DYE CARBONIC	2,570.93
1090605	02-Jul-2025	DYNAMIC OFFICIALS AND SPORTS	312.00
744231	03-Sep-2025	EAR PROFESSIONAL AUDIO VIDEO	1,062.50
744232	03-Sep-2025	EARNHARDT	4,520.28
744233	03-Sep-2025	EARNHARDT	299.58
744557	11-Sep-2025	EARNHARDT	1,005.29
744823	24-Sep-2025	EARNHARDT	7.72
744824	24-Sep-2025	EARNHARDT	2,290.34
744234	03-Sep-2025	EARNHARDT CHEVROLET	6,698.91
744558	11-Sep-2025	EARNHARDT CHEVROLET	477.88
744825	24-Sep-2025	EARNHARDT CHEVROLET	643.12
1090818	31-Jul-2025	EARNHARDT TOYOTA	13.39
1091039	07-Aug-2025	EARNHARDT TOYOTA	14.84
1091196	28-Aug-2025	EARNHARDT TOYOTA	14.84
1091417	04-Sep-2025	EARNHARDT TOYOTA	17.85
1091468	11-Sep-2025	EARNHARDT TOYOTA	108.71
1090555	01-Jul-2025	EDB ENTERPRISE LLC	2,262.00

Payment Number	Payment Date	Vendor Name	Amount
1090957	31-Jul-2025	EDB ENTERPRISE LLC	2,262.00
1091349	28-Aug-2025	EDB ENTERPRISE LLC	2,262.00
1091587	30-Sep-2025	EDB ENTERPRISE LLC	2,262.00
1090595	01-Jul-2025	EKSS LLC	2,543.00
1090900	31-Jul-2025	EKSS LLC	2,543.00
1091388	28-Aug-2025	EKSS LLC	2,543.00
1091626	30-Sep-2025	EKSS LLC	2,543.00
744592	11-Sep-2025	ELITE RETAIL SERVICES, INC (R)	45.00
744235	03-Sep-2025	ELLIOTT ELECTRIC SUPPLY	129.42
744426	10-Sep-2025	ELLIOTT ELECTRIC SUPPLY	22.10
744826	24-Sep-2025	EMERALD ON 87 LLC	48,845.35
744427	10-Sep-2025	EMERGENCY ENVIRONMENTAL SERVICES LLC	7,841.00
744827	24-Sep-2025	EMERSON LLLP	2,875.77
1090659	10-Jul-2025	EMPACT - SPC	7,003.81
744236	03-Sep-2025	EMPIRE SOUTHWEST, LLC	352.60
744741	17-Sep-2025	ENGSTROM, GERALD (R)	120.00
744237	03-Sep-2025	ENTELLUS INC	50,706.86
744428	10-Sep-2025	ENTELLUS INC	5,596.26
744828	24-Sep-2025	ENTELLUS INC	32,725.69
1091565	24-Sep-2025	ENTERPRISE NETWORKS SOLUTIONS INC	472.09
744238	03-Sep-2025	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	4,050.00
744429	10-Sep-2025	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	3,920.00
744829	24-Sep-2025	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	2,840.00
744430	10-Sep-2025	EPACT NETWORK LTD	5,250.00
1090593	01-Jul-2025	EPICENTER HOLDINGS LLC	2,700.00
1090898	31-Jul-2025	EPICENTER HOLDINGS LLC	2,700.00
1091386	28-Aug-2025	EPICENTER HOLDINGS LLC	2,700.00
1091624	30-Sep-2025	EPICENTER HOLDINGS LLC	2,700.00
744830	24-Sep-2025	EPS GROUP INC	2,895.00
744559	11-Sep-2025	EQUIFAX WORKFORCE SOLUTIONS LLC	5,688.94
745082	30-Sep-2025	ESHAQ, MUNAIM GEORGE ABU	633.00
744431	10-Sep-2025	ESPIRITU, CHRISTOPHER (R)	35.00
1090770	24-Jul-2025	ESRI INC	3,482.50
744831	24-Sep-2025	EVERGREEN TURF, INC	20,264.54
1090624	02-Jul-2025	EWING IRRIGATION PRODUCTS INC	3,721.53
1090669	10-Jul-2025	EWING IRRIGATION PRODUCTS INC	5,361.83
1090731	17-Jul-2025	EWING IRRIGATION PRODUCTS INC	3,108.72
1090775	24-Jul-2025	EWING IRRIGATION PRODUCTS INC	6,094.61
1090820	31-Jul-2025	EWING IRRIGATION PRODUCTS INC	2,893.62
1091042	07-Aug-2025	EWING IRRIGATION PRODUCTS INC	5,620.33
1091092	14-Aug-2025	EWING IRRIGATION PRODUCTS INC	3,166.75
1091140	21-Aug-2025	EWING IRRIGATION PRODUCTS INC	18,572.14
1091199	28-Aug-2025	EWING IRRIGATION PRODUCTS INC	8,606.97
1091419	04-Sep-2025	EWING IRRIGATION PRODUCTS INC	4,348.98
1091470	11-Sep-2025	EWING IRRIGATION PRODUCTS INC	6,827.25
1091516	18-Sep-2025	EWING IRRIGATION PRODUCTS INC	3,214.79
1091568	24-Sep-2025	EWING IRRIGATION PRODUCTS INC	46,643.83
744642	17-Sep-2025	EXERPLAY INC	210.54
744241	03-Sep-2025	FACTORY MOTOR PARTS	11,098.59
744560	11-Sep-2025	FACTORY MOTOR PARTS	2,154.36
744832	24-Sep-2025	FACTORY MOTOR PARTS	4,719.71
744432	10-Sep-2025	FARBER SPECIALTY VEHICLES	642,859.00
745083	30-Sep-2025	FARNSWORTH REALTY & MANAGEMENT	956.00
745084	30-Sep-2025	FASHION CENTER ACQUISTION LLC	1,664.00
744242	03-Sep-2025	FERGUSON ENTERPRISES, LLC	3,842.25
744433	10-Sep-2025	FERGUSON ENTERPRISES, LLC	509,324.67
744833	24-Sep-2025	FERGUSON ENTERPRISES, LLC	9,051.24

Payment Number	Payment Date	Vendor Name	Amount
744434	10-Sep-2025	FIDELITY NATIONAL TITLE AGENCY INC	685.00
744643	17-Sep-2025	FIDELITY NATIONAL TITLE AGENCY INC	125.00
744834	24-Sep-2025	FIELDPRINT, INC	214.50
744644	17-Sep-2025	FIELDS MEDIATION	1,200.00
744338	04-Sep-2025	FIERRO, CHELCEY Y	527.00
744339	04-Sep-2025	FIGUEROA, ROSENDO P	665.55
744742	17-Sep-2025	FILIERE, MAKAYLA (R)	26.03
744931	24-Sep-2025	FINK, MATTHEW (R)	37.34
1090440	01-Jul-2025	FINNEY, JESSE	1,661.00
1090857	31-Jul-2025	FINNEY, JESSE	1,986.00
1091261	28-Aug-2025	FINNEY, JESSE	1,986.00
1091736	30-Sep-2025	FINNEY, JESSE	1,986.00
744645	17-Sep-2025	FIRE TRUCK SOLUTIONS, LLC	13,328.75
744646	17-Sep-2025	FISHER ROSEMOUNT SYSTEMS INC	10,571.21
744835	24-Sep-2025	FISHER ROSEMOUNT SYSTEMS INC	898.14
744743	17-Sep-2025	FISHKEL, MARLENE (R)	250.74
744340	04-Sep-2025	FITCH, SHAWN M	287.00
744593	11-Sep-2025	FITCH, SHAWN M	150.00
744363	08-Sep-2025	FLAGSTAFF HOUSING AUTHORITY	2,443.64
744320	03-Sep-2025	FLANAGAN, DUSTIN (R)	32.12
744243	03-Sep-2025	FLEETPRIDE INC	75.79
744244	03-Sep-2025	FLEMING TRAILERS INC	10,265.13
744353	04-Sep-2025	FLEMINGS, ANTHONY L	525.00
1090673	10-Jul-2025	FLEXIBLE BENEFIT ADMINISTRATORS INC	825.00
1090778	24-Jul-2025	FLEXIBLE BENEFIT ADMINISTRATORS INC	827.50
1091185	28-Aug-2025	FLEXIBLE BENEFIT ADMINISTRATORS INC	832.50
744245	03-Sep-2025	FLYERS ENERGY LLC	92,280.35
744561	11-Sep-2025	FLYERS ENERGY LLC	50,778.21
1090472	01-Jul-2025	FNU NOVITA	2,047.00
1091003	31-Jul-2025	FNU NOVITA	2,047.00
1091293	28-Aug-2025	FNU NOVITA	2,047.00
1091689	30-Sep-2025	FNU NOVITA	2,047.00
1090496	01-Jul-2025	FOCUS LLC	1,541.00
1090911	31-Jul-2025	FOCUS LLC	1,541.00
1091318	28-Aug-2025	FOCUS LLC	1,541.00
1091744	30-Sep-2025	FOCUS LLC	1,541.00
744948	24-Sep-2025	FOLAND, JAYME M	458.00
745085	30-Sep-2025	FOOTHILLS REALTY & MANAGEMENT	2,233.00
1090619	02-Jul-2025	FOSTER ELECTRIC MOTOR SERVICE, INC	34,522.49
1090658	10-Jul-2025	FOSTER ELECTRIC MOTOR SERVICE, INC	1,542.64
1090722	17-Jul-2025	FOSTER ELECTRIC MOTOR SERVICE, INC	1,795.82
1090771	24-Jul-2025	FOSTER ELECTRIC MOTOR SERVICE, INC	2,490.52
1090813	31-Jul-2025	FOSTER ELECTRIC MOTOR SERVICE, INC	26,815.09
1091034	07-Aug-2025	FOSTER ELECTRIC MOTOR SERVICE, INC	2,663.37
1091088	14-Aug-2025	FOSTER ELECTRIC MOTOR SERVICE, INC	2,048.21
1091133	21-Aug-2025	FOSTER ELECTRIC MOTOR SERVICE, INC	15,650.62
1091189	28-Aug-2025	FOSTER ELECTRIC MOTOR SERVICE, INC	17,660.19
1091412	04-Sep-2025	FOSTER ELECTRIC MOTOR SERVICE, INC	1,384.58
1091464	11-Sep-2025	FOSTER ELECTRIC MOTOR SERVICE, INC	290.00
1091510	18-Sep-2025	FOSTER ELECTRIC MOTOR SERVICE, INC	21,056.46
744744	17-Sep-2025	FOSTER, JAMES (R)	21.22
744364	08-Sep-2025	FOX, ALISON	2,721.00
1091521	18-Sep-2025	FOX, ALISON	2,582.00
1091651	30-Sep-2025	FOX, ALISON	2,481.00
744246	03-Sep-2025	FRAGRANCE O PRAYER MINISTY INC (R)	16.88
745086	30-Sep-2025	FRANK VITIRITTI TRUSTEE	1,017.00
744247	03-Sep-2025	FREIGHTLINER OF ARIZONA LLC	490.41

Payment Number	Payment Date	Vendor Name	Amount
744562	11-Sep-2025	FREIGHTLINER OF ARIZONA LLC	6,233.07
744836	24-Sep-2025	FREIGHTLINER OF ARIZONA LLC	506.64
1090573	01-Jul-2025	FRESNO INVESTMENTS	2,080.00
1090878	31-Jul-2025	FRESNO INVESTMENTS	2,080.00
1091063	08-Aug-2025	FRESNO INVESTMENTS	2,059.00
1091366	28-Aug-2025	FRESNO INVESTMENTS	4,208.00
1091604	30-Sep-2025	FRESNO INVESTMENTS	4,208.00
744647	17-Sep-2025	FSL HOME IMPROVEMENTS	41,429.49
744745	17-Sep-2025	FUN FACTORY CANDY CO (R)	297.03
744435	10-Sep-2025	FX TACTICAL LLC	5,402.82
744648	17-Sep-2025	GAJANAN LLC	48,000.00
1091653	30-Sep-2025	GALVAN, BERNARD	2,750.00
744321	03-Sep-2025	GAN, RICHARD (R)	22.07
745087	30-Sep-2025	GANAPATHY, RAMSUNDAR	2,471.00
745088	30-Sep-2025	GANI, OSAMA S	1,654.00
744932	24-Sep-2025	GAVASKAR, KAUSTUBH (R)	105.98
744436	10-Sep-2025	GEOSYSTEMS ANALYSIS INC	2,491.25
744746	17-Sep-2025	GERRITZEN, GINA (R)	38.72
1090455	01-Jul-2025	GHAFOOR, BAN ABDUL	1,817.00
1090986	31-Jul-2025	GHAFOOR, BAN ABDUL	1,890.00
1091276	28-Aug-2025	GHAFOOR, BAN ABDUL	1,890.00
1091674	30-Sep-2025	GHAFOOR, BAN ABDUL	1,890.00
1090450	01-Jul-2025	GHAMRAOUI, SABAH K	1,800.00
1090981	31-Jul-2025	GHAMRAOUI, SABAH K	1,800.00
1091271	28-Aug-2025	GHAMRAOUI, SABAH K	1,800.00
1091669	30-Sep-2025	GHAMRAOUI, SABAH K	1,800.00
1090623	02-Jul-2025	GHASTER PAINTING & COATINGS INC	1,745.70
1090668	10-Jul-2025	GHASTER PAINTING & COATINGS INC	7,997.10
1090730	17-Jul-2025	GHASTER PAINTING & COATINGS INC	11,739.40
1090774	24-Jul-2025	GHASTER PAINTING & COATINGS INC	3,375.00
1090819	31-Jul-2025	GHASTER PAINTING & COATINGS INC	7,640.00
1091041	07-Aug-2025	GHASTER PAINTING & COATINGS INC	1,969.95
1091139	21-Aug-2025	GHASTER PAINTING & COATINGS INC	700.00
1091198	28-Aug-2025	GHASTER PAINTING & COATINGS INC	750.00
1091418	04-Sep-2025	GHASTER PAINTING & COATINGS INC	8,801.75
1091567	24-Sep-2025	GHASTER PAINTING & COATINGS INC	26,977.00
744248	03-Sep-2025	GHD INC	35,785.00
744649	17-Sep-2025	GIBBENS, JERRY	470.00
744354	04-Sep-2025	GIBSON, DARA B	1,041.22
744249	03-Sep-2025	GIESLER, JOSEPH (R)	5.00
744820	24-Sep-2025	GILA COUNTY SUPERIOR COURT	1,000.00
744563	11-Sep-2025	GILA RIVER INDIAN COMMUNITY	13,508.97
744650	17-Sep-2025	GILA RIVER INDIAN COMMUNITY	9.90
744651	17-Sep-2025	GILA RIVER INDIAN COMMUNITY UTILITY AUTHORITY	22,019.06
1090580	01-Jul-2025	GILBERT, JUSTIN	1,074.00
1090885	31-Jul-2025	GILBERT, JUSTIN	1,074.00
1091373	28-Aug-2025	GILBERT, JUSTIN	1,074.00
1091611	30-Sep-2025	GILBERT, JUSTIN	1,074.00
1090577	01-Jul-2025	GILBERT, THURMAN	3,280.00
1090882	31-Jul-2025	GILBERT, THURMAN	4,082.00
1091370	28-Aug-2025	GILBERT, THURMAN	4,082.00
1091608	30-Sep-2025	GILBERT, THURMAN	4,082.00
1090538	01-Jul-2025	GIRGIS, JAKLINE	1,486.00
1090843	31-Jul-2025	GIRGIS, JAKLINE	1,486.00
1091247	28-Aug-2025	GIRGIS, JAKLINE	1,486.00
1091722	30-Sep-2025	GIRGIS, JAKLINE	1,486.00
1090498	01-Jul-2025	GJONZENELI, MURAT	4,060.00

Payment Number	Payment Date	Vendor Name	Amount
1090913	31-Jul-2025	GJONZENELI, MURAT	4,060.00
1091320	28-Aug-2025	GJONZENELI, MURAT	4,060.00
1091746	30-Sep-2025	GJONZENELI, MURAT	4,135.00
744437	10-Sep-2025	GLORIA, ENEDINA AND THOMAS GLORIA (R)	2,165.61
1090534	01-Jul-2025	GO GET IT INVESTMENTS LLC	935.00
1090949	31-Jul-2025	GO GET IT INVESTMENTS LLC	935.00
1091243	28-Aug-2025	GO GET IT INVESTMENTS LLC	935.00
1091718	30-Sep-2025	GO GET IT INVESTMENTS LLC	935.00
1090732	17-Jul-2025	GOERING, ROBERT, RUBIN, BROGNA, ENOS & TREADWELL-RUBIN, P.C.	892.50
1091141	21-Aug-2025	GOERING, ROBERT, RUBIN, BROGNA, ENOS & TREADWELL-RUBIN, P.C.	9,161.32
1090513	01-Jul-2025	GOLD COAST REALTY	2,060.00
1090928	31-Jul-2025	GOLD COAST REALTY	2,060.00
1091335	28-Aug-2025	GOLD COAST REALTY	2,060.00
1091761	30-Sep-2025	GOLD COAST REALTY	2,060.00
744652	17-Sep-2025	GOLD TRUST REALTY	3,625.35
745089	30-Sep-2025	GOLD TRUST REALTY	15,348.00
1090625	02-Jul-2025	GOODMANS INTERIOR STRUCTURES	37,595.54
1090776	24-Jul-2025	GOODMANS INTERIOR STRUCTURES	450.00
1090821	31-Jul-2025	GOODMANS INTERIOR STRUCTURES	55,034.80
1091094	14-Aug-2025	GOODMANS INTERIOR STRUCTURES	19,441.53
1091200	28-Aug-2025	GOODMANS INTERIOR STRUCTURES	9,200.02
1091420	04-Sep-2025	GOODMANS INTERIOR STRUCTURES	10,743.30
1091473	11-Sep-2025	GOODMANS INTERIOR STRUCTURES	44,096.64
1090562	01-Jul-2025	GORE, VIPUL	1,319.00
1090867	31-Jul-2025	GORE, VIPUL	1,319.00
1091355	28-Aug-2025	GORE, VIPUL	1,319.00
1091593	30-Sep-2025	GORE, VIPUL	1,319.00
1090433	01-Jul-2025	GOUNDER LLC	3,289.00
1090971	31-Jul-2025	GOUNDER LLC	3,289.00
1091225	28-Aug-2025	GOUNDER LLC	3,289.00
1091643	30-Sep-2025	GOUNDER LLC	3,289.00
1090571	01-Jul-2025	GOVINDARAJAN, OMKAR	2,495.00
1090876	31-Jul-2025	GOVINDARAJAN, OMKAR	2,495.00
1091364	28-Aug-2025	GOVINDARAJAN, OMKAR	2,495.00
1091602	30-Sep-2025	GOVINDARAJAN, OMKAR	2,495.00
744250	03-Sep-2025	GRAINGER	527.83
744251	03-Sep-2025	GRAINGER	252.50
744438	10-Sep-2025	GRAINGER	1,736.67
744439	10-Sep-2025	GRAINGER	3,487.64
744564	11-Sep-2025	GRAINGER	2,862.18
744653	17-Sep-2025	GRAINGER	68.13
744837	24-Sep-2025	GRAINGER	634.03
744838	24-Sep-2025	GRAINGER	4,431.92
744440	10-Sep-2025	GRANITE CONSTRUCTION COMPANY	388,573.59
1090424	01-Jul-2025	GRAPESEED2 LLC	2,861.00
1090963	31-Jul-2025	GRAPESEED2 LLC	2,861.00
1091314	28-Aug-2025	GRAPESEED2 LLC	2,861.00
1091634	30-Sep-2025	GRAPESEED2 LLC	2,861.00
744441	10-Sep-2025	GRAYMAR ENVIRONMENTAL SERVICES, INC	902.94
744839	24-Sep-2025	GREAT TRAINING LLC	1,380.00
1091514	18-Sep-2025	GREATER PHOENIX ECONOMIC COUNCIL	35,056.00
1090664	10-Jul-2025	GREEN & BAKER LTD	5,031.00
1090773	24-Jul-2025	GREEN & BAKER LTD	78.00
1090675	10-Jul-2025	GREENLIGHT TRAFFIC ENGINEERING, LLC	12,580.91
1091422	04-Sep-2025	GREENLIGHT TRAFFIC ENGINEERING, LLC	12,014.00
744442	10-Sep-2025	GROUNDS CONTROL LLC	86,263.08
744654	17-Sep-2025	GROUNDS CONTROL LLC	8,437.00

Payment Number	Payment Date	Vendor Name	Amount
744840	24-Sep-2025	GROUNDS CONTROL LLC	29,598.00
745090	30-Sep-2025	GRS INVESTMENT COMPANY, LLC	5,704.00
1090815	31-Jul-2025	GRUBER POWER SERVICES	1,534.50
744365	08-Sep-2025	GRUHA 791 LLC	3,395.00
744655	17-Sep-2025	GRUHA 791 LLC	3,400.00
745091	30-Sep-2025	GRUHA 791 LLC	3,395.00
1090602	01-Jul-2025	GUERRERO, LAURIE	1,881.00
1090907	31-Jul-2025	GUERRERO, LAURIE	1,881.00
1091064	08-Aug-2025	GUERRERO, LAURIE	498.00
1091395	28-Aug-2025	GUERRERO, LAURIE	2,130.00
1091740	30-Sep-2025	GUERRERO, LAURIE	2,202.00
1090599	01-Jul-2025	GUERRERO, ROSE	1,650.00
1090904	31-Jul-2025	GUERRERO, ROSE	1,650.00
1091392	28-Aug-2025	GUERRERO, ROSE	1,650.00
1091630	30-Sep-2025	GUERRERO, ROSE	1,650.00
744565	11-Sep-2025	HACH COMPANY	11,912.00
744841	24-Sep-2025	HACH COMPANY	3,000.00
1090588	01-Jul-2025	HADAWAY, MICHELLE VIVIANNE	1,559.00
1090893	31-Jul-2025	HADAWAY, MICHELLE VIVIANNE	1,559.00
1091381	28-Aug-2025	HADAWAY, MICHELLE VIVIANNE	1,559.00
1091619	30-Sep-2025	HADAWAY, MICHELLE VIVIANNE	1,559.00
1090578	01-Jul-2025	HADEED, JAMES	1,798.00
1090883	31-Jul-2025	HADEED, JAMES	1,874.00
1091371	28-Aug-2025	HADEED, JAMES	1,874.00
1091609	30-Sep-2025	HADEED, JAMES	1,874.00
744692	17-Sep-2025	HALEY, THERESA (R)	15.00
1090565	01-Jul-2025	HALL, ERIC	1,232.00
1090870	31-Jul-2025	HALL, ERIC	1,232.00
1091358	28-Aug-2025	HALL, ERIC	1,213.00
1091596	30-Sep-2025	HALL, ERIC	1,213.00
1090540	01-Jul-2025	HAMMEL INVESTMENTS, LLC	1,010.00
1090845	31-Jul-2025	HAMMEL INVESTMENTS, LLC	1,010.00
1091249	28-Aug-2025	HAMMEL INVESTMENTS, LLC	1,056.00
1091724	30-Sep-2025	HAMMEL INVESTMENTS, LLC	1,056.00
1091583	24-Sep-2025	HANDLING SYSTEMS, INC	96.00
1090499	01-Jul-2025	HANDZEL, SHARON C	1,453.00
1090914	31-Jul-2025	HANDZEL, SHARON C	1,453.00
1091321	28-Aug-2025	HANDZEL, SHARON C	1,453.00
1091747	30-Sep-2025	HANDZEL, SHARON C	1,453.00
744761	18-Sep-2025	HANSON, CASEY R	355.91
744842	24-Sep-2025	HAPI	5,000.00
744341	04-Sep-2025	HARGROVE, LAUREN S	13.65
1090456	01-Jul-2025	HARINAV LLC	2,002.00
1090987	31-Jul-2025	HARINAV LLC	2,002.00
1091277	28-Aug-2025	HARINAV LLC	2,002.00
1091675	30-Sep-2025	HARINAV LLC	2,002.00
744443	10-Sep-2025	HARINGA COMPRESSOR INC	4,575.73
1090531	01-Jul-2025	HARTFORD APARTMENTS	5,184.00
1090946	31-Jul-2025	HARTFORD APARTMENTS	5,184.00
1091240	28-Aug-2025	HARTFORD APARTMENTS	5,184.00
1091715	30-Sep-2025	HARTFORD APARTMENTS	5,184.00
744656	17-Sep-2025	HAWKEYE ELECTRIC INC	1,948.76
744529	10-Sep-2025	HAYDEN, LOURDES (R)	55.73
744949	24-Sep-2025	HAYES, DAVIS A	400.00
744252	03-Sep-2025	HAZEN AND SAWYER	3,500.00
744566	11-Sep-2025	HAZEN AND SAWYER	5,875.00
744657	17-Sep-2025	HAZEN AND SAWYER	15,358.50

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744843	24-Sep-2025	HAZEN AND SAWYER	1,013,432.30
744444	10-Sep-2025	HEALTHCARE MEDICAL WASTE SERVICES	605.00
744887	24-Sep-2025	HEARTHSTONE	8,141.42
1090825	31-Jul-2025	HEINFELD, MEECH & CO PC	22,125.00
744355	04-Sep-2025	HEISE, DOUGLAS R	525.00
744356	04-Sep-2025	HENDRICKSON, JARED S	439.00
744762	18-Sep-2025	HENDRICKSON, JARED S	360.28
1090535	01-Jul-2025	HENES, HAIDY	1,197.00
1090950	31-Jul-2025	HENES, HAIDY	1,197.00
1091244	28-Aug-2025	HENES, HAIDY	1,197.00
1091719	30-Sep-2025	HENES, HAIDY	1,197.00
744253	03-Sep-2025	HENNESY MECHANICAL SALES, A DXP COMPANY	37,420.00
744445	10-Sep-2025	HENNESY MECHANICAL SALES, A DXP COMPANY	998,746.48
744446	10-Sep-2025	HERITAGE LOAN COMPANY (R)	438.00
1090521	01-Jul-2025	HERNANDEZ, ERIBERTO	1,532.00
1090936	31-Jul-2025	HERNANDEZ, ERIBERTO	1,532.00
1091343	28-Aug-2025	HERNANDEZ, ERIBERTO	1,532.00
1091657	30-Sep-2025	HERNANDEZ, ERIBERTO	1,532.00
744530	10-Sep-2025	HERNANDEZ, MAGUIN (R)	44.08
744693	17-Sep-2025	HERNANDEZ, ROBERT (R)	10.00
744567	11-Sep-2025	HERNANDEZ-TRINIDAD, JORGE	900.00
744844	24-Sep-2025	HERSHKOWITZ, HAILEY	1,720.00
744821	24-Sep-2025	HIGHLAND JUSTICE COURT	500.00
1090670	10-Jul-2025	HILL BROTHERS CHEMICAL CO	3,797.36
1090822	31-Jul-2025	HILL BROTHERS CHEMICAL CO	11,737.65
1091096	14-Aug-2025	HILL BROTHERS CHEMICAL CO	4,683.91
744254	03-Sep-2025	HILL PHOENIX INC (R)	22.50
744447	10-Sep-2025	HO, JOHN (R)	10.00
744845	24-Sep-2025	HO, KA WUI	200.00
744747	17-Sep-2025	HOA RIGGS RANCH MEADOWS (R)	1,534.81
1090563	01-Jul-2025	HOANG, BUUCHAU QUOC	3,100.00
1090868	31-Jul-2025	HOANG, BUUCHAU QUOC	3,100.00
1091356	28-Aug-2025	HOANG, BUUCHAU QUOC	3,100.00
1091594	30-Sep-2025	HOANG, BUUCHAU QUOC	3,041.00
744773	23-Sep-2025	HOANG, LYNN	1,043.00
745092	30-Sep-2025	HOANG, LYNN	1,204.00
745093	30-Sep-2025	HOME LADDER LLC	2,184.00
744933	24-Sep-2025	HONEYSUCKLE TRAIL COMMUNITY ASSOCIATION (R)	289.51
744658	17-Sep-2025	HONORHEALTH	380.00
1091032	07-Aug-2025	HORIZON DISTRIBUTORS INC	234.02
1091086	14-Aug-2025	HORIZON DISTRIBUTORS INC	1,624.39
1091187	28-Aug-2025	HORIZON DISTRIBUTORS INC	644.57
744846	24-Sep-2025	HORROCKS LLC	54,037.52
744366	08-Sep-2025	HOUSING AUTHORITY OF JOLIET	2,980.64
1091654	30-Sep-2025	HSIEH, HENRY	2,380.00
744448	10-Sep-2025	HUAN, NGUYEN (R)	35.00
745094	30-Sep-2025	HUERTA, JUANITA	160.00
744255	03-Sep-2025	HUITT-ZOLLARS, INC	9,547.22
744531	10-Sep-2025	HUNSAKER, PRESTON (R)	25.11
1090676	10-Jul-2025	HUNTER CONTRACTING CO	2,047,573.44
1091031	07-Aug-2025	HUNTER CONTRACTING CO	5,005.05
1091459	11-Sep-2025	HUNTER CONTRACTING CO	907,839.06
744659	17-Sep-2025	HYDRA CONTRACTING LLC	94,095.00
744568	11-Sep-2025	HYDRA-BLADE INDUSTRIES LLC	1,095.00
744256	03-Sep-2025	HYE TECH NETWORK & SECURITY SOLUTIONS LLC	479.19
744449	10-Sep-2025	IAC / INSTRUMENTATION AND CONTROLS, LLC	383.91
1090674	10-Jul-2025	I-CARE RELIABILITY, INC	400.00

Payment Number	Payment Date	Vendor Name	Amount
1090735	17-Jul-2025	I-CARE RELIABILITY, INC	192.00
1091143	21-Aug-2025	I-CARE RELIABILITY, INC	96.00
1091519	18-Sep-2025	I-CARE RELIABILITY, INC	144.00
1091560	24-Sep-2025	I-CARE RELIABILITY, INC	2,640.65
745095	30-Sep-2025	IH5 PROPERTY BORROWER LP	1,597.00
744367	08-Sep-2025	IH6 PROPERTY BORROWER LP	225.00
745096	30-Sep-2025	IH6 PROPERTY BORROWER LP	5,488.00
744450	10-Sep-2025	IMAGEN DENTAL PARTNERS LLC (R)	10.00
1090439	01-Jul-2025	IMT CAPITAL VI CHANDLER LLC	26,754.00
1090856	31-Jul-2025	IMT CAPITAL VI CHANDLER LLC	24,814.00
1091164	25-Aug-2025	IMT CAPITAL VI CHANDLER LLC	1,217.00
1091260	28-Aug-2025	IMT CAPITAL VI CHANDLER LLC	26,420.00
1091445	08-Sep-2025	IMT CAPITAL VI CHANDLER LLC	2,040.00
1091542	23-Sep-2025	IMT CAPITAL VI CHANDLER LLC	2,018.00
1091735	30-Sep-2025	IMT CAPITAL VI CHANDLER LLC	30,225.00
744660	17-Sep-2025	INDUSTRIAL COMMISSION OF AZ	16,753.55
744451	10-Sep-2025	INGRAM LIBRARY SERVICES	2,688.73
744569	11-Sep-2025	INGRAM LIBRARY SERVICES	5,428.73
744847	24-Sep-2025	INGRAM LIBRARY SERVICES	9,427.99
1090626	02-Jul-2025	INTERFACE TECHNICAL TRAINING	16,640.00
1090823	31-Jul-2025	INTERFACE TECHNICAL TRAINING	8,985.00
1091475	11-Sep-2025	INTERFACE TECHNICAL TRAINING	1,520.00
744452	10-Sep-2025	INTERWEST SAFETY SUPPLY LLC	3,354.28
744661	17-Sep-2025	INTERWEST SAFETY SUPPLY LLC	593.50
744848	24-Sep-2025	INTERWEST SAFETY SUPPLY LLC	4,091.75
1090512	01-Jul-2025	INVESTAR REAL ESTATE SPECIALISTS LLC	1,165.00
1090927	31-Jul-2025	INVESTAR REAL ESTATE SPECIALISTS LLC	1,165.00
1091334	28-Aug-2025	INVESTAR REAL ESTATE SPECIALISTS LLC	1,165.00
1091760	30-Sep-2025	INVESTAR REAL ESTATE SPECIALISTS LLC	1,165.00
744662	17-Sep-2025	INVESTIGATIVE RESEARCH INC	1,388.55
745097	30-Sep-2025	INVITATION HOMES 7 LP	2,540.00
744322	03-Sep-2025	INVOCHAM LLC (R)	317.61
744323	03-Sep-2025	IYER, VIJAYSHANKARAN (R)	19.42
745098	30-Sep-2025	J & B INVESTMENT	1,246.00
1090620	02-Jul-2025	J2 ENGINEERING & ENVIRONMENTAL DESIGN, LLC	53,819.22
1090661	10-Jul-2025	J2 ENGINEERING & ENVIRONMENTAL DESIGN, LLC	11,453.13
1091191	28-Aug-2025	J2 ENGINEERING & ENVIRONMENTAL DESIGN, LLC	9,774.10
1091415	04-Sep-2025	J2 ENGINEERING & ENVIRONMENTAL DESIGN, LLC	2,145.11
744570	11-Sep-2025	JACKSON WHITE P.C.	51,057.92
744571	11-Sep-2025	JACKSON WHITE P.C.	63,567.35
744663	17-Sep-2025	JACKSON WHITE P.C.	77,497.70
744664	17-Sep-2025	JACKSON WHITE P.C.	60,449.73
744257	03-Sep-2025	JACKSSONS TRAILERS INC	9,608.15
1091043	07-Aug-2025	JACOBO LAW FIRM, PLLC	5,666.66
1091474	11-Sep-2025	JACOBO LAW FIRM, PLLC	5,666.66
1090663	10-Jul-2025	JACOBS ENGINEERING GROUP INC	366,085.16
1091193	28-Aug-2025	JACOBS ENGINEERING GROUP INC	566,697.73
1091512	18-Sep-2025	JACOBS ENGINEERING GROUP INC	190,230.46
1090517	01-Jul-2025	JAIN, VIKAS	1,527.00
1090932	31-Jul-2025	JAIN, VIKAS	1,527.00
1091339	28-Aug-2025	JAIN, VIKAS	1,527.00
1091765	30-Sep-2025	JAIN, VIKAS	1,527.00
1090665	10-Jul-2025	JAMES COOKE & HOBSON	12,090.27
1090726	17-Jul-2025	JAMES COOKE & HOBSON	22,197.84
1091136	21-Aug-2025	JAMES COOKE & HOBSON	4,684.19
1091194	28-Aug-2025	JAMES COOKE & HOBSON	6,555.38
1091515	18-Sep-2025	JAMES COOKE & HOBSON	9,848.02

Payment Number	Payment Date	Vendor Name	Amount
1090696	11-Jul-2025	JANES, KIMBERLY A	1,711.31
744258	03-Sep-2025	JANNAH ASSISTED LIVING HOME LLC (R)	22.50
1090584	01-Jul-2025	JDC INVESTMENTS LLC	1,656.00
1090889	31-Jul-2025	JDC INVESTMENTS LLC	1,656.00
1091377	28-Aug-2025	JDC INVESTMENTS LLC	1,656.00
1091615	30-Sep-2025	JDC INVESTMENTS LLC	1,675.00
744748	17-Sep-2025	JECHLITSCHEK, JESSICA (R)	52.31
744532	10-Sep-2025	JEDDI, ABBAS (R)	90.68
1090666	10-Jul-2025	JEFF MARTIN CONSULTING LLC	1,867.00
1090727	17-Jul-2025	JEFF MARTIN CONSULTING LLC	933.00
1090817	31-Jul-2025	JEFF MARTIN CONSULTING LLC	1,457.00
1091137	21-Aug-2025	JEFF MARTIN CONSULTING LLC	1,499.00
1091195	28-Aug-2025	JEFF MARTIN CONSULTING LLC	1,516.00
1091467	11-Sep-2025	JEFF MARTIN CONSULTING LLC	2,321.00
1090435	01-Jul-2025	JIMENEZ, MARCUS	2,366.00
1090973	31-Jul-2025	JIMENEZ, MARCUS	2,366.00
1091227	28-Aug-2025	JIMENEZ, MARCUS	2,366.00
1091645	30-Sep-2025	JIMENEZ, MARCUS	2,366.00
1090549	01-Jul-2025	JJBMC PROPERTIES LLC	3,929.00
1090951	31-Jul-2025	JJBMC PROPERTIES LLC	3,924.00
1091344	28-Aug-2025	JJBMC PROPERTIES LLC	3,924.00
1091632	30-Sep-2025	JJBMC PROPERTIES LLC	3,924.00
1091476	11-Sep-2025	JOHNSON CONTROLS INC	10,968.75
744934	24-Sep-2025	JOHNSON, DARIUS (R)	105.98
744533	10-Sep-2025	JOHNSON, DEBRA (R)	53.95
1090589	01-Jul-2025	JONES, PATRICIA A.	1,988.00
1090894	31-Jul-2025	JONES, PATRICIA A.	1,988.00
1091382	28-Aug-2025	JONES, PATRICIA A.	1,988.00
1091620	30-Sep-2025	JONES, PATRICIA A.	1,988.00
744324	03-Sep-2025	JORS, GARRET (R)	31.56
1090431	01-Jul-2025	JOSHI, DRUMIL	1,958.00
1090970	31-Jul-2025	JOSHI, DRUMIL	1,958.00
1091223	28-Aug-2025	JOSHI, DRUMIL	1,958.00
1091641	30-Sep-2025	JOSHI, DRUMIL	1,958.00
1090449	01-Jul-2025	JOSHI, PRANAV	2,279.00
1090980	31-Jul-2025	JOSHI, PRANAV	2,279.00
1091270	28-Aug-2025	JOSHI, PRANAV	2,279.00
1091668	30-Sep-2025	JOSHI, PRANAV	2,279.00
1090434	01-Jul-2025	JOU, LIZ	3,190.00
1090972	31-Jul-2025	JOU, LIZ	3,190.00
1091226	28-Aug-2025	JOU, LIZ	3,190.00
1091644	30-Sep-2025	JOU, LIZ	3,190.00
745099	30-Sep-2025	JRS GUERRERO LIMITED PARTNERSHIP	2,801.00
1090725	17-Jul-2025	JUST PLANT DESIGNERS INC	165.00
1091038	07-Aug-2025	JUST PLANT DESIGNERS INC	165.00
1091466	11-Sep-2025	JUST PLANT DESIGNERS INC	165.00
1090729	17-Jul-2025	JUSTIFACTS CREDENTIAL VERIFICATION	37.59
1091138	21-Aug-2025	JUSTIFACTS CREDENTIAL VERIFICATION	300.90
1091469	11-Sep-2025	JUSTIFACTS CREDENTIAL VERIFICATION	30.09
745100	30-Sep-2025	KACHINA APARTMENTS	3,405.00
744453	10-Sep-2025	KANOPY	3,053.00
1090447	01-Jul-2025	KARAMIZAKHERADI, NAVID	2,300.00
1090978	31-Jul-2025	KARAMIZAKHERADI, NAVID	2,300.00
1091268	28-Aug-2025	KARAMIZAKHERADI, NAVID	2,300.00
1091666	30-Sep-2025	KARAMIZAKHERADI, NAVID	2,300.00
744286	03-Sep-2025	KARIMOVA, TAMARA (R)	60.00
744454	10-Sep-2025	KARY ENVIRONMENTAL SERVICES INC	2,116.93

Payment Number	Payment Date	Vendor Name	Amount
745101	30-Sep-2025	KASIM, WISAM	5,179.00
1090501	01-Jul-2025	KATZ, JENNIFER ANN	1,186.00
1090916	31-Jul-2025	KATZ, JENNIFER ANN	1,186.00
1091323	28-Aug-2025	KATZ, JENNIFER ANN	1,186.00
1091749	30-Sep-2025	KATZ, JENNIFER ANN	1,186.00
744342	04-Sep-2025	KAUTZ, LUCAS (R)	54.15
744594	11-Sep-2025	KELBER, SHANE R	104.00
745102	30-Sep-2025	KELLER WILLIAMS REALTY PHOENIX	1,187.00
744259	03-Sep-2025	KEROSKY CONSULTING LLC	9,633.06
1090561	01-Jul-2025	KHATRI, SHAH	9,259.00
1090703	15-Jul-2025	KHATRI, SHAH	162.00
1090866	31-Jul-2025	KHATRI, SHAH	9,421.00
1091354	28-Aug-2025	KHATRI, SHAH	8,952.00
1091592	30-Sep-2025	KHATRI, SHAH	8,952.00
1090559	01-Jul-2025	KIANPOUR, FARAMARZ	2,508.00
1090864	31-Jul-2025	KIANPOUR, FARAMARZ	2,508.00
1091352	28-Aug-2025	KIANPOUR, FARAMARZ	2,508.00
1091590	30-Sep-2025	KIANPOUR, FARAMARZ	2,508.00
744455	10-Sep-2025	KIMBALL MIDWEST	1,662.22
744665	17-Sep-2025	KIMBALL MIDWEST	7,297.73
1090621	02-Jul-2025	KIMLEY-HORN AND ASSOCIATES, INC	34,701.08
1090662	10-Jul-2025	KIMLEY-HORN AND ASSOCIATES, INC	33,011.45
1090724	17-Jul-2025	KIMLEY-HORN AND ASSOCIATES, INC	868.95
1091090	14-Aug-2025	KIMLEY-HORN AND ASSOCIATES, INC	30,399.41
1091192	28-Aug-2025	KIMLEY-HORN AND ASSOCIATES, INC	40,690.00
1091416	04-Sep-2025	KIMLEY-HORN AND ASSOCIATES, INC	15,858.00
1091465	11-Sep-2025	KIMLEY-HORN AND ASSOCIATES, INC	13,696.55
1091511	18-Sep-2025	KIMLEY-HORN AND ASSOCIATES, INC	19,530.35
744260	03-Sep-2025	KING CONCRETE, INC	505.12
744456	10-Sep-2025	KING CONCRETE, INC	1,265.36
744572	11-Sep-2025	KING CONCRETE, INC	675.20
744666	17-Sep-2025	KING CONCRETE, INC	1,248.33
744849	24-Sep-2025	KNAPHEIDE TRUCK EQUIPMENT COMPANY PHOENIX	16,795.94
744325	03-Sep-2025	KORTSEN' PEBLER DEVEOPMENT (R)	47.35
744326	03-Sep-2025	KRAMER, BRANDON (R)	60.27
1090445	01-Jul-2025	KRAMER, NEAL	1,997.00
1090976	31-Jul-2025	KRAMER, NEAL	1,997.00
1091266	28-Aug-2025	KRAMER, NEAL	1,997.00
1091664	30-Sep-2025	KRAMER, NEAL	1,997.00
744667	17-Sep-2025	KRIPA SAI GURU LLC	2,540.00
744774	23-Sep-2025	KRIPA SAI GURU LLC	2,767.00
745103	30-Sep-2025	KRIPA SAI GURU LLC	2,862.00
744668	17-Sep-2025	KRUE INDUSTRIAL, LLC	1,633.64
1090475	01-Jul-2025	K-SERVICES	2,752.00
1091006	31-Jul-2025	K-SERVICES	2,752.00
1091296	28-Aug-2025	K-SERVICES	2,752.00
1091693	30-Sep-2025	K-SERVICES	2,752.00
1090723	17-Jul-2025	KUTAK ROCK, LLP	838.05
1091036	07-Aug-2025	KUTAK ROCK, LLP	250.00
1091190	28-Aug-2025	KUTAK ROCK, LLP	200.00
1091563	24-Sep-2025	KUTAK ROCK, LLP	250.00
1090627	02-Jul-2025	KUV CONSULTANTS LLC	9,054.00
744694	17-Sep-2025	LAMPHIER, ALLISON (R)	4.08
744261	03-Sep-2025	LANDMARK AQUATIC SERVICES, LLC	28,732.49
744573	11-Sep-2025	LANDMARK AQUATIC SERVICES, LLC	3,565.97
744669	17-Sep-2025	LANDMARK AQUATIC SERVICES, LLC	14,414.60
744850	24-Sep-2025	LANDMARK AQUATIC SERVICES, LLC	7,358.01

Payment Number	Payment Date	Vendor Name	Amount
1090698	11-Jul-2025	LANG, DAWN L	2,461.09
744262	03-Sep-2025	LANGUAGE CONNECTION	190.00
744457	10-Sep-2025	LANGUAGE CONNECTION	190.00
744670	17-Sep-2025	LANGUAGE CONNECTION	190.00
744851	24-Sep-2025	LANGUAGE CONNECTION	380.00
744671	17-Sep-2025	LANGUAGE TESTING INTERNATIONAL INC	1,743.00
744327	03-Sep-2025	LARSEN, JOHN (R)	33.95
744534	10-Sep-2025	LATTI, KENRA (R)	89.63
744263	03-Sep-2025	LAW OFFICE OF CHRISTOPHER J. PALMISANO PLC	8,333.33
1091095	14-Aug-2025	LAYNE CHRISTENSEN COMPANY	8,425.00
744935	24-Sep-2025	LE AZCARATE, TRAM (R)	70.00
744535	10-Sep-2025	LE, NGOC (R)	39.25
1090586	01-Jul-2025	LE, THUC	1,267.00
1090891	31-Jul-2025	LE, THUC	1,267.00
1091379	28-Aug-2025	LE, THUC	1,267.00
1091617	30-Sep-2025	LE, THUC	1,267.00
744852	24-Sep-2025	LEAD 2 INSPIRE, LLC	3,550.40
745104	30-Sep-2025	LEE, JENIFFER	1,392.00
1090519	01-Jul-2025	LEE, KEVIN	2,575.00
1090934	31-Jul-2025	LEE, KEVIN	2,575.00
1091341	28-Aug-2025	LEE, KEVIN	2,575.00
1091655	30-Sep-2025	LEE, KEVIN	2,575.00
1090596	01-Jul-2025	LEE, LARRY	2,200.00
1090901	31-Jul-2025	LEE, LARRY	2,200.00
1091389	28-Aug-2025	LEE, LARRY	2,200.00
1091627	30-Sep-2025	LEE, LARRY	2,200.00
744672	17-Sep-2025	LEVEL 3 COMMUNICATIONS LLC	1,780.85
744853	24-Sep-2025	LEVEL 3 COMMUNICATIONS LLC	667.14
744854	24-Sep-2025	LEVEL 3 COMMUNICATIONS LLC	2,690.70
744855	24-Sep-2025	LEVEL 3 COMMUNICATIONS LLC	637.92
744856	24-Sep-2025	LEVEL 3 COMMUNICATIONS LLC	637.92
744857	24-Sep-2025	LEVEL 3 COMMUNICATIONS LLC	676.22
744858	24-Sep-2025	LEVEL 3 COMMUNICATIONS LLC	633.96
744458	10-Sep-2025	LEVIN, SEDINA (R)	10.00
744673	17-Sep-2025	LEWIS BRISBOIS BISGAARD & SMITH LLP (R)	10.00
1090480	01-Jul-2025	LIAO, FENGLING	2,254.00
1091010	31-Jul-2025	LIAO, FENGLING	2,254.00
1091300	28-Aug-2025	LIAO, FENGLING	2,254.00
1091697	30-Sep-2025	LIAO, FENGLING	2,254.00
744536	10-Sep-2025	LICOS, MICACIEL (R)	14.63
1090827	31-Jul-2025	LIFELONG FITNESS BY KATHI	5,625.00
1091421	04-Sep-2025	LIFELONG FITNESS BY KATHI	4,545.00
745105	30-Sep-2025	LIFEWELL BEHAVIORAL WELLNESS	1,449.00
744264	03-Sep-2025	LIGHTING UNLIMITED INC	14,374.23
744574	11-Sep-2025	LIGHTING UNLIMITED INC	79.30
744265	03-Sep-2025	LIM KARATE, LIM FAMILY MARTIAL ARTS	4,100.00
1090575	01-Jul-2025	LIN, RONG CHUN	1,800.00
1090880	31-Jul-2025	LIN, RONG CHUN	1,800.00
1091368	28-Aug-2025	LIN, RONG CHUN	1,800.00
1091606	30-Sep-2025	LIN, RONG CHUN	1,169.00
1090457	01-Jul-2025	LINCOLN, EARLE	1,250.00
1090988	31-Jul-2025	LINCOLN, EARLE	1,250.00
1091278	28-Aug-2025	LINCOLN, EARLE	1,606.00
1091676	30-Sep-2025	LINCOLN, EARLE	1,606.00
744266	03-Sep-2025	LITHO TECH, INC.	7,869.39
1090441	01-Jul-2025	LIU, QIAN	1,694.00
1090858	31-Jul-2025	LIU, QIAN	1,694.00

Payment Number	Payment Date	Vendor Name	Amount
1091262	28-Aug-2025	LIU, QIAN	1,694.00
1091737	30-Sep-2025	LIU, QIAN	1,694.00
744267	03-Sep-2025	LOGAN SIMPSON	70,938.74
744859	24-Sep-2025	LOGOCOMOTION	340.44
1090438	01-Jul-2025	LOTUS REAL ESTATE LLC	1,594.00
1090855	31-Jul-2025	LOTUS REAL ESTATE LLC	1,594.00
1091259	28-Aug-2025	LOTUS REAL ESTATE LLC	1,594.00
1091734	30-Sep-2025	LOTUS REAL ESTATE LLC	1,594.00
745106	30-Sep-2025	LPB HOLDING, LLC	2,272.00
744674	17-Sep-2025	LSW ENGINEERS ARIZONA, INC	53,096.00
744860	24-Sep-2025	LSW ENGINEERS ARIZONA, INC	19,548.00
1090591	01-Jul-2025	LUNDIN, ANDREY	1,458.00
1090896	31-Jul-2025	LUNDIN, ANDREY	1,458.00
1091384	28-Aug-2025	LUNDIN, ANDREY	1,458.00
1091622	30-Sep-2025	LUNDIN, ANDREY	1,444.00
1091231	28-Aug-2025	LUSSIER, HALAINE JOU	2,800.00
1091649	30-Sep-2025	LUSSIER, HALAINE JOU	2,800.00
1091496	11-Sep-2025	LUTT, KRISTILYN D	597.00
744763	18-Sep-2025	LUTT, KRISTILYN D	597.00
744749	17-Sep-2025	LY, HAU FLAVIO (R)	211.01
744575	11-Sep-2025	LYFT INC	4,195.22
744268	03-Sep-2025	LYNGSOE SYSTEMS, INC	22,260.84
745107	30-Sep-2025	LYNN, DANNY	314.00
744459	10-Sep-2025	M. R. TANNER CONSTRUCTION	3,011,302.23
744861	24-Sep-2025	M. R. TANNER CONSTRUCTION	1,027,341.27
744368	08-Sep-2025	MACIAS, BLANCA (R)	650.00
1090543	01-Jul-2025	MACLAY REAL ESTATE, LLC	2,293.00
1090848	31-Jul-2025	MACLAY REAL ESTATE, LLC	2,293.00
1091252	28-Aug-2025	MACLAY REAL ESTATE, LLC	2,293.00
1091727	30-Sep-2025	MACLAY REAL ESTATE, LLC	2,293.00
744936	24-Sep-2025	MAHESHWARI, SUDHANSHU (R)	65.61
745108	30-Sep-2025	MAIN STREET RENEWAL LLC	5,025.00
1090448	01-Jul-2025	MAI'S RENTAL LLC	1,918.00
1090979	31-Jul-2025	MAI'S RENTAL LLC	1,918.00
1091269	28-Aug-2025	MAI'S RENTAL LLC	2,200.00
1091667	30-Sep-2025	MAI'S RENTAL LLC	2,200.00
1090570	01-Jul-2025	MAKEY, JAMES	1,467.00
1090875	31-Jul-2025	MAKEY, JAMES	1,467.00
1091363	28-Aug-2025	MAKEY, JAMES	1,467.00
1091601	30-Sep-2025	MAKEY, JAMES	1,467.00
744537	10-Sep-2025	MAKINGS, JONI (R)	13,601.55
1091471	11-Sep-2025	MAKPRO SERVICES LLC	1,750.00
744343	04-Sep-2025	MANTELLO, LINDSEY (R)	56.33
1091186	28-Aug-2025	MARATHON STAFFING RESOURCES INC	11,059.43
1091463	11-Sep-2025	MARATHON STAFFING RESOURCES INC	28,835.58
1091520	18-Sep-2025	MARATHON STAFFING RESOURCES INC	17,363.70
1091561	24-Sep-2025	MARATHON STAFFING RESOURCES INC	5,731.29
744937	24-Sep-2025	MARGAN, VICTORIA (R)	38.39
744460	10-Sep-2025	MARIACHI NUEVA FUSION	325.00
744576	11-Sep-2025	MARICOPA COUNTY ATTORNEY'S OFFICE	2,314.67
744577	11-Sep-2025	MARICOPA COUNTY ATTORNEY'S OFFICE	4,867.96
744578	11-Sep-2025	MARICOPA COUNTY ATTORNEY'S OFFICE	28,102.35
744862	24-Sep-2025	MARICOPA COUNTY ATTORNEY'S OFFICE	33,503.91
744863	24-Sep-2025	MARICOPA COUNTY ATTORNEY'S OFFICE	926.29
744864	24-Sep-2025	MARICOPA COUNTY ATTORNEY'S OFFICE	1,053.55
744461	10-Sep-2025	MARICOPA COUNTY DEPT OF	146,194.69
744865	24-Sep-2025	MARICOPA COUNTY LIBRARY COUNCIL, LLC	300.00

Payment Number	Payment Date	Vendor Name	Amount
744462	10-Sep-2025	MARICOPA COUNTY TREASURER	21,645.97
744538	10-Sep-2025	MARK BROWER PROPERTIES (R)	62.62
745109	30-Sep-2025	MARQUIS AT CHANDLER	668.00
744750	17-Sep-2025	MATTHEWS, MARCUS (R)	61.40
744539	10-Sep-2025	MATTISON, CARRIE (R)	37.07
745110	30-Sep-2025	MAXFIELD, JONATHAN	544.00
1090425	01-Jul-2025	MBA REAL ESTATE	2,479.00
1090964	31-Jul-2025	MBA REAL ESTATE	2,479.00
1091315	28-Aug-2025	MBA REAL ESTATE	2,479.00
1091635	30-Sep-2025	MBA REAL ESTATE	2,479.00
744269	03-Sep-2025	MC MC IME LLC	4,150.00
1090671	10-Jul-2025	MCCARTHY BUILDING COMPANIES, INC	151,824.93
1091201	28-Aug-2025	MCCARTHY BUILDING COMPANIES, INC	152,817.45
1091517	18-Sep-2025	MCCARTHY BUILDING COMPANIES, INC	200,780.04
744950	24-Sep-2025	MCCARTNEY, RYAN J	96.00
744422	10-Sep-2025	MCGILVERY, DONTA	500.00
1090590	01-Jul-2025	MCKINDLES, JOHN	3,090.00
1090895	31-Jul-2025	MCKINDLES, JOHN	3,090.00
1091383	28-Aug-2025	MCKINDLES, JOHN	3,090.00
1091621	30-Sep-2025	MCKINDLES, JOHN	3,090.00
1090553	01-Jul-2025	MCKINLEY, ROSS HARRISON	944.00
1090955	31-Jul-2025	MCKINLEY, ROSS HARRISON	944.00
1091347	28-Aug-2025	MCKINLEY, ROSS HARRISON	944.00
1091585	30-Sep-2025	MCKINLEY, ROSS HARRISON	645.00
1090579	01-Jul-2025	MCNELLIS, JOHN	1,712.00
1090884	31-Jul-2025	MCNELLIS, JOHN	1,712.00
1091372	28-Aug-2025	MCNELLIS, JOHN	1,712.00
1091610	30-Sep-2025	MCNELLIS, JOHN	1,712.00
745111	30-Sep-2025	MCP CROSSWINDS LLC	18,220.00
745112	30-Sep-2025	MEAD, JACQUELINE NICOLE	1,947.00
744866	24-Sep-2025	MEDTOX LABORATORIES INC.	134.30
744867	24-Sep-2025	MES SERVICE COMPANY, LLC	2,808.61
744675	17-Sep-2025	METROHM USA, INC.	110.81
744951	24-Sep-2025	METZLER, JESSE J	210.00
744868	24-Sep-2025	MGC CONTRACTORS, INC	120,233.02
744270	03-Sep-2025	MGX EQUIPMENT SERVICES, LLC	362.81
744579	11-Sep-2025	MGX EQUIPMENT SERVICES, LLC	128.28
1090468	01-Jul-2025	MHK INVESTMENT GROUP, LLC	2,099.00
1090999	31-Jul-2025	MHK INVESTMENT GROUP, LLC	2,099.00
1091067	08-Aug-2025	MHK INVESTMENT GROUP, LLC	207.00
1091289	28-Aug-2025	MHK INVESTMENT GROUP, LLC	2,306.00
1091686	30-Sep-2025	MHK INVESTMENT GROUP, LLC	2,306.00
744463	10-Sep-2025	MICHAEL D. LEVINE, M.D., INC. (R)	525.00
1091461	11-Sep-2025	MIDEO SYSTEMS INC	17,500.88
744464	10-Sep-2025	MIDWEST TAPE	323.05
744580	11-Sep-2025	MIDWEST TAPE	697.32
744869	24-Sep-2025	MIDWEST TAPE	212.28
1091113	14-Aug-2025	MIKESELL, KRISTA L	70.74
744676	17-Sep-2025	MILE HIGH SHOOTING ACCESSORIES LLC	22,525.93
744271	03-Sep-2025	MILESKI HOLDINGS, INC	6,734.85
744870	24-Sep-2025	MILESKI HOLDINGS, INC	13,469.70
1090493	01-Jul-2025	MILLER, JEFFERY ROBERT	2,691.00
1090908	31-Jul-2025	MILLER, JEFFERY ROBERT	2,691.00
1091396	28-Aug-2025	MILLER, JEFFERY ROBERT	2,691.00
1091741	30-Sep-2025	MILLER, JEFFERY ROBERT	2,691.00
744272	03-Sep-2025	MINER, LTD	1,518.83
744775	23-Sep-2025	MIRA SANTI	33.00

Payment Number	Payment Date	Vendor Name	Amount
745113	30-Sep-2025	MIRA SANTI	12,856.00
744871	24-Sep-2025	MISCOWATER	15,993.49
745114	30-Sep-2025	MOGHARRABI, SOHRAB	1,149.00
744465	10-Sep-2025	MORALES, ORUQIDEA	350.00
744273	03-Sep-2025	MORANCHEL, KAREN GUADALUPE NAZARIO	600.00
744872	24-Sep-2025	MORANCHEL, KAREN GUADALUPE NAZARIO	720.00
744764	18-Sep-2025	MORRISON SKUPIN, ALICIA M	200.06
1090528	01-Jul-2025	MORTENSEN, GLORIA J	1,863.00
1090943	31-Jul-2025	MORTENSEN, GLORIA J	1,863.00
1091237	28-Aug-2025	MORTENSEN, GLORIA J	2,009.00
1091712	30-Sep-2025	MORTENSEN, GLORIA J	2,009.00
744677	17-Sep-2025	MOTOROLA	874.43
744888	24-Sep-2025	MOWZOON, MAY	2,280.00
1090583	01-Jul-2025	MRGUDICH, JON A	1,391.00
1090888	31-Jul-2025	MRGUDICH, JON A	1,391.00
1091376	28-Aug-2025	MRGUDICH, JON A	1,391.00
1091614	30-Sep-2025	MRGUDICH, JON A	1,391.00
1090459	01-Jul-2025	MSRAT, LLC	2,256.00
1090990	31-Jul-2025	MSRAT, LLC	2,256.00
1091280	28-Aug-2025	MSRAT, LLC	2,256.00
1091678	30-Sep-2025	MSRAT, LLC	2,256.00
744765	18-Sep-2025	MULLINS, NATHANIEL C	427.00
1090492	01-Jul-2025	MY RENT DOOR	2,972.00
1090962	31-Jul-2025	MY RENT DOOR	2,972.00
1091313	28-Aug-2025	MY RENT DOOR	2,972.00
1091710	30-Sep-2025	MY RENT DOOR	2,972.00
1090728	17-Jul-2025	MYTHICS LLC	1,487.86
1091040	07-Aug-2025	MYTHICS LLC	178,707.59
1090816	31-Jul-2025	N HARRIS COMPUTER CORPORATION	259,032.46
1091454	11-Sep-2025	N HARRIS COMPUTER CORPORATION	375.88
1091553	24-Sep-2025	N HARRIS COMPUTER CORPORATION	539,605.85
744678	17-Sep-2025	N JOY NAILS (R)	30.00
1090514	01-Jul-2025	N/A TOWN SQUARE-65 LP	1,196.00
1090929	31-Jul-2025	N/A TOWN SQUARE-65 LP	1,196.00
1091336	28-Aug-2025	N/A TOWN SQUARE-65 LP	1,196.00
1091762	30-Sep-2025	N/A TOWN SQUARE-65 LP	1,196.00
744540	10-Sep-2025	NAMOCK, JAMIE (R)	69.73
1090426	01-Jul-2025	NAO INVESTMENTS LLC	1,641.00
1090965	31-Jul-2025	NAO INVESTMENTS LLC	1,641.00
1091218	28-Aug-2025	NAO INVESTMENTS LLC	1,641.00
1091636	30-Sep-2025	NAO INVESTMENTS LLC	1,210.00
744357	04-Sep-2025	NARANJO, YADIRA	16.80
744328	03-Sep-2025	NATHANSON, MICHAEL (R)	33.20
744274	03-Sep-2025	NATIONAL TESTING NETWORK INC	230.00
1090814	31-Jul-2025	NEENAH FOUNDRY COMPANY	44,827.01
1091089	14-Aug-2025	NEENAH FOUNDRY COMPANY	8,837.10
1091414	04-Sep-2025	NEENAH FOUNDRY COMPANY	2,604.22
744581	11-Sep-2025	NESCON, LLC	1,461.88
744938	24-Sep-2025	NEWLAND-SHISHIDO, TAMMY (R)	52.85
744466	10-Sep-2025	NEXT LEVEL LEADERSHIP, LLC	3,600.00
1090585	01-Jul-2025	NGUY CONCEPT LLC	2,200.00
1090890	31-Jul-2025	NGUY CONCEPT LLC	2,200.00
1091378	28-Aug-2025	NGUY CONCEPT LLC	2,200.00
1091616	30-Sep-2025	NGUY CONCEPT LLC	1,653.00
1090503	01-Jul-2025	NGUY HUANG LLC	2,200.00
1090918	31-Jul-2025	NGUY HUANG LLC	2,200.00
1091325	28-Aug-2025	NGUY HUANG LLC	2,200.00

Payment Number	Payment Date	Vendor Name	Amount
1091751	30-Sep-2025	NGUY HUANG LLC	2,200.00
1090470	01-Jul-2025	NGUYEN, HIEN	2,336.00
1091001	31-Jul-2025	NGUYEN, HIEN	2,336.00
1091291	28-Aug-2025	NGUYEN, HIEN	2,336.00
1090558	01-Jul-2025	NGUYEN, HUNG Q.	1,597.00
1090568	01-Jul-2025	NGUYEN, NGOC	2,484.00
1090873	31-Jul-2025	NGUYEN, NGOC	2,484.00
1091163	25-Aug-2025	NGUYEN, NGOC	870.00
1091361	28-Aug-2025	NGUYEN, NGOC	2,919.00
1091439	08-Sep-2025	NGUYEN, NGOC	157.00
1091599	30-Sep-2025	NGUYEN, NGOC	3,076.00
1090544	01-Jul-2025	NGUYEN, SAMANTHA BAO ANH	3,150.00
1090849	31-Jul-2025	NGUYEN, SAMANTHA BAO ANH	3,150.00
1091253	28-Aug-2025	NGUYEN, SAMANTHA BAO ANH	3,150.00
1091728	30-Sep-2025	NGUYEN, SAMANTHA BAO ANH	3,150.00
1090545	01-Jul-2025	NICHOLAS JOSEPH AGENCY LLC	1,462.00
1090850	31-Jul-2025	NICHOLAS JOSEPH AGENCY LLC	1,462.00
1091254	28-Aug-2025	NICHOLAS JOSEPH AGENCY LLC	1,466.00
1091729	30-Sep-2025	NICHOLAS JOSEPH AGENCY LLC	1,750.00
1090660	10-Jul-2025	NICKLE CONTRACTING LLC	38,088.00
1090772	24-Jul-2025	NICKLE CONTRACTING LLC	171,601.86
1091035	07-Aug-2025	NICKLE CONTRACTING LLC	98,118.00
1091134	21-Aug-2025	NICKLE CONTRACTING LLC	29,000.00
1091413	04-Sep-2025	NICKLE CONTRACTING LLC	171,601.86
744582	11-Sep-2025	NINA CONSTRUCTION SUPPLY	1,051.33
1090467	01-Jul-2025	NINE PACK LLC	2,598.00
1090998	31-Jul-2025	NINE PACK LLC	2,598.00
1091288	28-Aug-2025	NINE PACK LLC	2,598.00
1091685	30-Sep-2025	NINE PACK LLC	2,598.00
744595	11-Sep-2025	NOLAN, JEREMY P	408.00
745115	30-Sep-2025	NOMAD BROKERAGE ARIZONA LLC	3,600.00
744541	10-Sep-2025	NORSWORHTY, TOM (R)	40.71
744766	18-Sep-2025	NORTE, ASHLEY D	427.00
745116	30-Sep-2025	NORTH MOUNTAIN VILLAGE APARTMENTS	1,128.00
1090769	24-Jul-2025	NUTRIEN AG SOLUTIONS, INC	3,018.40
1091087	14-Aug-2025	NUTRIEN AG SOLUTIONS, INC	17,377.36
1091411	04-Sep-2025	NUTRIEN AG SOLUTIONS, INC	16,213.12
1091562	24-Sep-2025	NUTRIEN AG SOLUTIONS, INC	36,091.44
1091652	30-Sep-2025	OAK ASSETS LLC	1,854.00
744542	10-Sep-2025	OBERTYNIUK, SOPHIA (R)	44.61
744275	03-Sep-2025	OCLC, INC	782.12
744344	04-Sep-2025	OCLC, INC	734.12
745117	30-Sep-2025	OCOTILLO BAY APARTMENTS	35,413.00
744423	10-Sep-2025	OCOTILLO REGIONAL JUSTICE COURT	250.00
1090594	01-Jul-2025	OKATI LLC	1,983.00
1090899	31-Jul-2025	OKATI LLC	1,983.00
1091387	28-Aug-2025	OKATI LLC	1,983.00
1091625	30-Sep-2025	OKATI LLC	1,983.00
744543	10-Sep-2025	OLIVARES, DIANA (R)	27.63
744874	24-Sep-2025	OLSEN-GALEAI, TRINITY (R)	500.00
744679	17-Sep-2025	OLSSON, INC	434.80
744873	24-Sep-2025	O'MALLEY, NORA	375.00
745118	30-Sep-2025	ON Q PROPERTY MANAGEMENT	5,746.00
1090487	01-Jul-2025	ONETIMER PROPERTIES II, LLC	984.00
1091017	31-Jul-2025	ONETIMER PROPERTIES II, LLC	984.00
1091307	28-Aug-2025	ONETIMER PROPERTIES II, LLC	984.00
1091704	30-Sep-2025	ONETIMER PROPERTIES II, LLC	984.00

Payment Number	Payment Date	Vendor Name	Amount
744276	03-Sep-2025	OPENROAD ALLARD COLLISION-HIGHLAND	11,252.23
744583	11-Sep-2025	OPENROAD ALLARD COLLISION-HIGHLAND	13,008.60
744467	10-Sep-2025	OPTUM	4,250.68
744345	04-Sep-2025	ORLANDO, MATT J	57.84
745119	30-Sep-2025	OROS, ARSENIO	68.00
744875	24-Sep-2025	ORTEGA, HECTOR M	22,100.00
745120	30-Sep-2025	ORTH, AMY	1,847.00
744952	24-Sep-2025	ORTIZ, CECILIA B	458.00
744277	03-Sep-2025	OTTO TRUCKING, INC	8,517.46
744468	10-Sep-2025	OTTO TRUCKING, INC	9,683.44
744680	17-Sep-2025	OTTO TRUCKING, INC	25,911.67
744876	24-Sep-2025	OTTO TRUCKING, INC	21,709.43
744544	10-Sep-2025	OUELLETTE, MARC (R)	53.77
744584	11-Sep-2025	OUTTEN, KARL D	100.00
744681	17-Sep-2025	OXFORD HOUSE AMBERWOOD	880.00
744751	17-Sep-2025	P46.5 LLC (R)	56.05
744329	03-Sep-2025	PACHECO ORTIZ, MARIA DE GUADALUPE (R)	29.46
744278	03-Sep-2025	PARADIGM MANAGEMENT SERVICES	128.70
744279	03-Sep-2025	PARADOX, INC	9,001.68
1090734	17-Jul-2025	PARAMOUNT STREETLIGHT	2,382.25
1090779	24-Jul-2025	PARAMOUNT STREETLIGHT	2,382.25
1090826	31-Jul-2025	PARAMOUNT STREETLIGHT	10,063.50
1091046	07-Aug-2025	PARAMOUNT STREETLIGHT	21,490.25
1091462	11-Sep-2025	PARAMOUNT STREETLIGHT	9,340.00
744545	10-Sep-2025	PARK TOWER CHANDLER, LLC (R)	5,298.09
745121	30-Sep-2025	PARKER, DIXIE L.	671.00
744546	10-Sep-2025	PARRA, LYDIA (R)	31.50
1090733	17-Jul-2025	PARSUS SOLUTIONS, LLC	8,108.77
1091045	07-Aug-2025	PARSUS SOLUTIONS, LLC	4,133.89
1091460	11-Sep-2025	PARSUS SOLUTIONS, LLC	18,238.03
1090622	02-Jul-2025	PCL CONSTRUCTION INC	632,818.50
1090667	10-Jul-2025	PCL CONSTRUCTION INC	1,299,544.57
1091197	28-Aug-2025	PCL CONSTRUCTION INC	408,172.41
744330	03-Sep-2025	PEREZ-JIMENEZ, IMELDA (R)	38.95
745122	30-Sep-2025	PERUMAL, VENKATCHALAM	2,023.00
1090700	11-Jul-2025	PETERS, RYAN P	571.20
745123	30-Sep-2025	PETERSEN REALTY	1,723.00
744585	11-Sep-2025	PHOENIX PROCESS EQUIPMENT CO	14,950.00
1091093	14-Aug-2025	PHOENIX PUMPS INC	16,491.07
1091472	11-Sep-2025	PHOENIX PUMPS INC	7,999.98
744280	03-Sep-2025	PHXVIS LLC	500.00
744682	17-Sep-2025	PIERCE COLEMAN PLLC	3,333.50
1090446	01-Jul-2025	PINDER PROPERTIES, LLC	1,064.00
1090977	31-Jul-2025	PINDER PROPERTIES, LLC	1,064.00
1091267	28-Aug-2025	PINDER PROPERTIES, LLC	1,064.00
1091665	30-Sep-2025	PINDER PROPERTIES, LLC	1,545.00
744877	24-Sep-2025	PIONEER ATHLETICS	3,801.29
745124	30-Sep-2025	PLC SOLEIL APARTMENTS, LLC	6,444.00
1090437	01-Jul-2025	PLEASANT DESERT PROPERTIES LLC	1,618.00
1090854	31-Jul-2025	PLEASANT DESERT PROPERTIES LLC	2,398.00
1091258	28-Aug-2025	PLEASANT DESERT PROPERTIES LLC	2,398.00
1091733	30-Sep-2025	PLEASANT DESERT PROPERTIES LLC	2,398.00
744346	04-Sep-2025	PLOENSE, CODY J	38.00
1090672	10-Jul-2025	PM PLUMBING & MECHANICAL, INC	4,523.95
1090777	24-Jul-2025	PM PLUMBING & MECHANICAL, INC	487.00
1090824	31-Jul-2025	PM PLUMBING & MECHANICAL, INC	8,474.73
1091044	07-Aug-2025	PM PLUMBING & MECHANICAL, INC	6,853.48

Payment Number	Payment Date	Vendor Name	Amount
1091097	14-Aug-2025	PM PLUMBING & MECHANICAL, INC	3,776.79
1091142	21-Aug-2025	PM PLUMBING & MECHANICAL, INC	2,665.30
1091477	11-Sep-2025	PM PLUMBING & MECHANICAL, INC	3,834.89
1091518	18-Sep-2025	PM PLUMBING & MECHANICAL, INC	2,042.85
1091559	24-Sep-2025	PM PLUMBING & MECHANICAL, INC	1,882.18
744683	17-Sep-2025	POLICY AZ, LLC	13,000.00
1091037	07-Aug-2025	POLYDYNE, INC.	134,745.82
1091135	21-Aug-2025	POLYDYNE, INC.	7,084.00
1091513	18-Sep-2025	POLYDYNE, INC.	36,818.80
1091566	24-Sep-2025	POLYDYNE, INC.	15,832.00
744474	10-Sep-2025	PORTILLO, ELIZABETH (R)	40.80
744281	03-Sep-2025	POSTAL STRATEGIES CORPORATION	623.93
1090556	01-Jul-2025	POUCHKAREV, ANDREI	1,978.00
1090862	31-Jul-2025	POUCHKAREV, ANDREI	1,978.00
1091350	28-Aug-2025	POUCHKAREV, ANDREI	1,978.00
1091588	30-Sep-2025	POUCHKAREV, ANDREI	1,978.00
744475	10-Sep-2025	POWELL, SHANNON (R)	15.00
744878	24-Sep-2025	PRECISION INTEGRATED SYSTEMS	815.00
744586	11-Sep-2025	PRECISION SWEEPING SERVICES, LLC	2,323.17
744684	17-Sep-2025	PRIDE OUTFITTING, LLC	5,856.47
744282	03-Sep-2025	PRISM MASONRY LLC (R)	22.50
1090466	01-Jul-2025	PROEX REALTY MANAGEMENT	5,456.00
1090997	31-Jul-2025	PROEX REALTY MANAGEMENT	5,456.00
1091287	28-Aug-2025	PROEX REALTY MANAGEMENT	5,456.00
1091684	30-Sep-2025	PROEX REALTY MANAGEMENT	5,456.00
1091091	14-Aug-2025	PROFORCE LAW ENFORCEMENT	6,271.09
1091564	24-Sep-2025	PROFORCE LAW ENFORCEMENT	469.01
745125	30-Sep-2025	PROGRESS RESIDENTIAL BORROWER 2, LLC	2,452.00
744587	11-Sep-2025	PROGRESS SOFTWARE CORPORATION	5,454.68
744879	24-Sep-2025	PROGRESS SOFTWARE CORPORATION	2,045.51
744686	17-Sep-2025	PROGRESSIVE PREFERRED INSURANCE COMPANY	5,555.29
744685	17-Sep-2025	PRO-LINE INDUSTRIAL PRODUCTS INC	5,155.20
745126	30-Sep-2025	PRS PROPERTY MANAGEMENT	2,576.00
744880	24-Sep-2025	PUMPMAN WATERWORKS CONTRACTORS PM LLC	20,436.86
1090442	01-Jul-2025	PUNG, SOKENG	4,099.00
1090859	31-Jul-2025	PUNG, SOKENG	4,099.00
1091263	28-Aug-2025	PUNG, SOKENG	4,877.00
1091738	30-Sep-2025	PUNG, SOKENG	4,877.00
744283	03-Sep-2025	PURCELL TIRE AND SERVICE CENTER	389.33
744687	17-Sep-2025	PURCELL TIRE AND SERVICE CENTER	960.92
1090490	01-Jul-2025	PUTRA, BOSTON GERALDO	1,823.00
1090960	31-Jul-2025	PUTRA, BOSTON GERALDO	1,823.00
1091310	28-Aug-2025	PUTRA, BOSTON GERALDO	1,823.00
1091707	30-Sep-2025	PUTRA, BOSTON GERALDO	1,823.00
744284	03-Sep-2025	PVS DX INC	7,540.03
744469	10-Sep-2025	PVS DX INC	38,042.18
744588	11-Sep-2025	PVS DX INC	30,683.85
744688	17-Sep-2025	PVS DX INC	29,725.68
744881	24-Sep-2025	PVS DX INC	59,720.47
744476	10-Sep-2025	Q-MATION, INC	105,095.00
745127	30-Sep-2025	QUACH, TAM	2,831.00
1090805	31-Jul-2025	QUEZADA, BLANCA J	427.00
744547	10-Sep-2025	RAJA, RAGHAV (R)	47.40
1090527	01-Jul-2025	RAY ROAD PROPERTY LLC	2,479.00
1090942	31-Jul-2025	RAY ROAD PROPERTY LLC	2,479.00
1091236	28-Aug-2025	RAY ROAD PROPERTY LLC	2,579.00
1091711	30-Sep-2025	RAY ROAD PROPERTY LLC	2,579.00

Payment Number	Payment Date	Vendor Name	Amount
1090427	01-Jul-2025	RAYAYIAN LLC	2,557.00
1090966	31-Jul-2025	RAYAYIAN LLC	2,219.00
1091219	28-Aug-2025	RAYAYIAN LLC	2,219.00
1091637	30-Sep-2025	RAYAYIAN LLC	2,219.00
744477	10-Sep-2025	RDO EQUIPMENT CO	103.77
1091312	28-Aug-2025	RE/MAX SIGNATURE	1,536.00
1091709	30-Sep-2025	RE/MAX SIGNATURE	1,536.00
744287	03-Sep-2025	READING TRUCK EQUIPMENT, LLC	569.59
744548	10-Sep-2025	REAL PROPERTY MGMT (R)	79.33
745128	30-Sep-2025	REALTY EXECUTIVES, AN ARIZONA CORP	4,886.00
1090742	17-Jul-2025	RECREATION AND ATHLETICS FOR INDIVIDUALS WITH DISABILITIES	84.00
744953	24-Sep-2025	REEVES, RYAN C	286.00
744288	03-Sep-2025	REFRIGERATION SUPPLIES DISTRIBUTOR	127.14
744478	10-Sep-2025	REFRIGERATION SUPPLIES DISTRIBUTOR	163.42
744889	24-Sep-2025	REFRIGERATION SUPPLIES DISTRIBUTOR	126.13
744289	03-Sep-2025	REIBERT, DONALD (R)	25.00
744290	03-Sep-2025	RELIABLE MAINTENANCE AND CUSTODIAL SERVICES	3,750.00
744479	10-Sep-2025	RELIANT GASES, LTD.	11,501.10
744695	17-Sep-2025	RELIANT GASES, LTD.	24,425.70
744890	24-Sep-2025	RELIANT GASES, LTD.	8,151.00
1091497	11-Sep-2025	RENO, DONNA R	587.00
744291	03-Sep-2025	REPUBLIC SERVICES OF PHOENIX	2,504.24
744696	17-Sep-2025	REPUBLIC SERVICES OF PHOENIX	3,138.84
744697	17-Sep-2025	REPUBLIC SERVICES OF PHOENIX	59,421.38
744891	24-Sep-2025	REPUBLIC SERVICES OF PHOENIX	2,350.91
744698	17-Sep-2025	RESA SERVICE, LLC	2,200.00
744892	24-Sep-2025	RESA SERVICE, LLC	39,285.00
745129	30-Sep-2025	RESICAP ARIZONA OWNER III LLC	789.00
744954	24-Sep-2025	RHOADS, JENNIFER L	544.00
744480	10-Sep-2025	RICHEY, KOURTNIE (R)	10.00
744292	03-Sep-2025	RICOH USA INC	1,381.68
744481	10-Sep-2025	RICOH USA INC	1,578.89
744699	17-Sep-2025	RICOH USA INC	2,865.22
1090685	10-Jul-2025	RITOCH-POWELL & ASSOCIATES CONSULTING ENGINEERS INC	7,217.19
1091106	14-Aug-2025	RITOCH-POWELL & ASSOCIATES CONSULTING ENGINEERS INC	9,269.94
1091529	18-Sep-2025	RITOCH-POWELL & ASSOCIATES CONSULTING ENGINEERS INC	16,441.32
744482	10-Sep-2025	RITZ SAFETY LLC	247.21
744700	17-Sep-2025	RITZ SAFETY LLC	64.86
744893	24-Sep-2025	RITZ SAFETY LLC	290.04
744483	10-Sep-2025	RIVER NORTH TRANSIT, LLC	111,957.16
744701	17-Sep-2025	RIVER NORTH TRANSIT, LLC	120,352.21
744702	17-Sep-2025	RIVIERA PARK INVESTORS LLC	2,502.00
745130	30-Sep-2025	RIVIERA PARK INVESTORS LLC	11,666.00
744331	03-Sep-2025	RK ELECTRICAL LLC (R)	12.22
744484	10-Sep-2025	ROAD SOUP OF CALIFORNIA, LLC	2,629.50
1090560	01-Jul-2025	RODRIGUEZ-MESA, IVAN	1,716.00
1090865	31-Jul-2025	RODRIGUEZ-MESA, IVAN	1,716.00
1091353	28-Aug-2025	RODRIGUEZ-MESA, IVAN	1,716.00
1091591	30-Sep-2025	RODRIGUEZ-MESA, IVAN	1,716.00
744285	03-Sep-2025	ROSARIO, KATHLEEN (R)	22.50
744752	17-Sep-2025	ROSSI, ROBERT RONALD	3,600.00
745131	30-Sep-2025	RPC CHANDLER APARTMENTS LLC	4,332.00
1090592	01-Jul-2025	RRC INVESTMENTS LLC	758.00
1090897	31-Jul-2025	RRC INVESTMENTS LLC	758.00
1091385	28-Aug-2025	RRC INVESTMENTS LLC	758.00
1091623	30-Sep-2025	RRC INVESTMENTS LLC	758.00
744485	10-Sep-2025	RSP SUPPLY, LLC	12,944.45

Payment Number	Payment Date	Vendor Name	Amount
745132	30-Sep-2025	RSTK PHOENIX OWNER 1, L.P.	4,778.00
744486	10-Sep-2025	RUGGIERO'S ACE HARDWARE	863.75
744703	17-Sep-2025	RUGGIERO'S ACE HARDWARE	246.70
744894	24-Sep-2025	RUSH TRUCK CENTER OF ARIZONA, INC	406,175.84
744895	24-Sep-2025	RWC GROUP	569.29
1090587	01-Jul-2025	S J FOWLER REAL ESTATE INC	5,328.00
1090792	24-Jul-2025	S J FOWLER REAL ESTATE INC	200.00
1090892	31-Jul-2025	S J FOWLER REAL ESTATE INC	5,328.00
1091380	28-Aug-2025	S J FOWLER REAL ESTATE INC	5,328.00
1091618	30-Sep-2025	S J FOWLER REAL ESTATE INC	5,328.00
744487	10-Sep-2025	SAFE SITE UTILITY SERVICES, LLC	2,205.00
744704	17-Sep-2025	SAFE SITE UTILITY SERVICES, LLC	4,020.00
745133	30-Sep-2025	SAFI, SYED M	1,873.00
1090476	01-Jul-2025	SAISSAN, JOHN	2,483.00
1091007	31-Jul-2025	SAISSAN, JOHN	2,483.00
1091297	28-Aug-2025	SAISSAN, JOHN	2,483.00
1091694	30-Sep-2025	SAISSAN, JOHN	2,483.00
744939	24-Sep-2025	SALAKAIA, SIOSAIA (R)	53.71
1090550	01-Jul-2025	SALEH, ZIAD	504.00
1090952	31-Jul-2025	SALEH, ZIAD	504.00
744228	03-Sep-2025	SALT RIVER PROJECT	229.59
744369	08-Sep-2025	SALT RIVER PROJECT	12,038.00
744371	08-Sep-2025	SALT RIVER PROJECT	12,038.00
744488	10-Sep-2025	SALT RIVER PROJECT	138,218.00
744822	24-Sep-2025	SALT RIVER PROJECT	2,980.32
744896	24-Sep-2025	SALT RIVER PROJECT	80,076.82
744897	24-Sep-2025	SALT RIVER PROJECT	79,878.01
744898	24-Sep-2025	SALT RIVER PROJECT	19,021.28
744899	24-Sep-2025	SALT RIVER PROJECT	6,176.99
1090638	02-Jul-2025	SALT WORKS	4,124.94
1090793	24-Jul-2025	SALT WORKS	8,254.83
1091056	07-Aug-2025	SALT WORKS	4,124.94
1091159	21-Aug-2025	SALT WORKS	4,124.94
1091434	04-Sep-2025	SALT WORKS	4,106.82
1091534	18-Sep-2025	SALT WORKS	4,727.55
745134	30-Sep-2025	SAN CERVANTES APARTMENTS	1,653.00
744776	23-Sep-2025	SAN HACIENDA APARTMENTS	26.00
745135	30-Sep-2025	SAN HACIENDA APARTMENTS	6,636.00
745136	30-Sep-2025	SAN PALACIO APARTMENTS	1,457.00
745137	30-Sep-2025	SAN PALMAS MF REALTY COMPANY LLC	1,641.00
744293	03-Sep-2025	SAN TAN FORD	5,022.95
744489	10-Sep-2025	SAN TAN FORD	1,508.22
744900	24-Sep-2025	SAN TAN FORD	228,362.56
745138	30-Sep-2025	SAN VALENCIA APARTMENTS LLC	8,869.00
744882	24-Sep-2025	SANTA TOM	180.00
744901	24-Sep-2025	SANTAMARIA, BARBARA	1,920.00
745139	30-Sep-2025	SANTANA RIDGE	5,544.00
1090502	01-Jul-2025	SANTOS, AGNES	265.00
1090917	31-Jul-2025	SANTOS, AGNES	2,100.00
1091324	28-Aug-2025	SANTOS, AGNES	2,100.00
1091750	30-Sep-2025	SANTOS, AGNES	2,100.00
744902	24-Sep-2025	SARAH'S MUSE	100.00
745140	30-Sep-2025	SAVAGE, ERIC	1,932.00
744347	04-Sep-2025	SCHARNITZKE, NICHOLAS P	38.00
744294	03-Sep-2025	SCHNEIDER ELECTRIC SYSTEMS USA INC	21,305.00
1090497	01-Jul-2025	SCHOENFELD, RANDY	1,804.00
1090912	31-Jul-2025	SCHOENFELD, RANDY	1,804.00

Payment Number	Payment Date	Vendor Name	Amount
1091319	28-Aug-2025	SCHOENFELD, RANDY	1,804.00
1091745	30-Sep-2025	SCHOENFELD, RANDY	1,804.00
744596	11-Sep-2025	SCHUHRKE, THOMAS R	397.38
744705	17-Sep-2025	SCHULTZ, KIMBERLY	500.00
1090485	01-Jul-2025	SCIMECA, ANTHONY	2,577.00
1091015	31-Jul-2025	SCIMECA, ANTHONY	2,577.00
1091305	28-Aug-2025	SCIMECA, ANTHONY	2,620.00
1091702	30-Sep-2025	SCIMECA, ANTHONY	2,620.00
744753	17-Sep-2025	SCOTT, DAMON (R)	93.42
1090460	01-Jul-2025	SCOTT, DAMONE	3,672.00
1090705	15-Jul-2025	SCOTT, DAMONE	180.00
1090991	31-Jul-2025	SCOTT, DAMONE	3,762.00
1091281	28-Aug-2025	SCOTT, DAMONE	3,723.00
1091679	30-Sep-2025	SCOTT, DAMONE	3,723.00
1090686	10-Jul-2025	SDB, INC	335,813.82
1091208	28-Aug-2025	SDB, INC	71,177.49
744348	04-Sep-2025	SECRETARY OF STATE	43.00
744490	10-Sep-2025	SECURITY TITLE AGENCY, INC	1,640.00
1091099	14-Aug-2025	SEGAL COMPANY, THE	3,821.00
1091202	28-Aug-2025	SEGAL COMPANY, THE	14,787.50
1090746	17-Jul-2025	SELECTRON TECHNOLOGIES, INC	34,425.00
744295	03-Sep-2025	SENERGY PETROLEUM, LLC	70,059.82
744491	10-Sep-2025	SENTINEL TECHNOLOGIES, INC	59,002.15
744706	17-Sep-2025	SENTINEL TECHNOLOGIES, INC	307.50
1090507	01-Jul-2025	SFR 2012-1 US WEST LLC	924.00
1090922	31-Jul-2025	SFR 2012-1 US WEST LLC	924.00
1091329	28-Aug-2025	SFR 2012-1 US WEST LLC	924.00
1091755	30-Sep-2025	SFR 2012-1 US WEST LLC	1,276.00
745141	30-Sep-2025	SFR JAVELIN BORROWER LP	2,756.00
1090745	17-Jul-2025	SHADE N NET OF ARIZONA INC	66,744.67
1091531	18-Sep-2025	SHADE N NET OF ARIZONA INC	45,836.99
1090461	01-Jul-2025	SHAFIQUE, ASHFAQUE B	2,677.00
1090992	31-Jul-2025	SHAFIQUE, ASHFAQUE B	2,677.00
1091282	28-Aug-2025	SHAFIQUE, ASHFAQUE B	2,677.00
1091680	30-Sep-2025	SHAFIQUE, ASHFAQUE B	2,677.00
1090511	01-Jul-2025	SHAHIN, GABRIEL	1,927.00
1090926	31-Jul-2025	SHAHIN, GABRIEL	1,927.00
1091333	28-Aug-2025	SHAHIN, GABRIEL	2,025.00
1091759	30-Sep-2025	SHAHIN, GABRIEL	2,025.00
1090462	01-Jul-2025	SHAMS, SHAIKH	2,209.00
1090993	31-Jul-2025	SHAMS, SHAIKH	2,209.00
1091283	28-Aug-2025	SHAMS, SHAIKH	2,209.00
1090504	01-Jul-2025	SHAO, LAN	3,567.00
1090704	15-Jul-2025	SHAO, LAN	443.00
1090919	31-Jul-2025	SHAO, LAN	3,864.00
1091326	28-Aug-2025	SHAO, LAN	3,864.00
1091752	30-Sep-2025	SHAO, LAN	3,864.00
1090699	11-Jul-2025	SHELLUM, DANIEL W	312.00
1090636	02-Jul-2025	SHI INTERNATIONAL CORP	87,935.58
1090688	10-Jul-2025	SHI INTERNATIONAL CORP	121,677.79
1091211	28-Aug-2025	SHI INTERNATIONAL CORP	1,895.99
1091479	11-Sep-2025	SHI INTERNATIONAL CORP	106,486.62
1090428	01-Jul-2025	SHN7, LLC	2,639.00
1090967	31-Jul-2025	SHN7, LLC	2,639.00
1091220	28-Aug-2025	SHN7, LLC	2,639.00
1091638	30-Sep-2025	SHN7, LLC	2,700.00
744707	17-Sep-2025	SIERRA CONTAINER GROUP, LLC	43,421.23

Payment Number	Payment Date	Vendor Name	Amount
1091054	07-Aug-2025	SIERRA TRANSPORTATION & TECHNOLOGIES LLC	61,790.96
1091578	24-Sep-2025	SIERRA TRANSPORTATION & TECHNOLOGIES LLC	11,480.70
744332	03-Sep-2025	SIERRA, RIGOBERTO (R)	16.56
744492	10-Sep-2025	SIGLER WHOLESALE DISTRIBUTORS	153.28
744493	10-Sep-2025	SIGNARAMA	23,490.07
1090630	02-Jul-2025	SIMPSON NORTON CORPORATION	26,274.61
1090678	10-Jul-2025	SIMPSON NORTON CORPORATION	24,251.17
1091047	07-Aug-2025	SIMPSON NORTON CORPORATION	30,333.87
744708	17-Sep-2025	SIMS & WHITE, PLLC	10,340.00
1090566	01-Jul-2025	SINGH, REENA	1,950.00
1090871	31-Jul-2025	SINGH, REENA	1,950.00
1091359	28-Aug-2025	SINGH, REENA	1,950.00
1091597	30-Sep-2025	SINGH, REENA	1,950.00
1090486	01-Jul-2025	SINGH, SATYENDRA K	4,165.00
1091016	31-Jul-2025	SINGH, SATYENDRA K	3,345.00
1091306	28-Aug-2025	SINGH, SATYENDRA K	3,345.00
1091703	30-Sep-2025	SINGH, SATYENDRA K	2,218.00
744754	17-Sep-2025	SKATTEBO, CAMERON (R)	57.04
1090551	01-Jul-2025	SKOGLUND, NANCY B	1,950.00
1090953	31-Jul-2025	SKOGLUND, NANCY B	2,040.00
1091345	28-Aug-2025	SKOGLUND, NANCY B	2,040.00
1091633	30-Sep-2025	SKOGLUND, NANCY B	2,040.00
744709	17-Sep-2025	SKYLINE WINDOW CLEANING	185.00
744903	24-Sep-2025	SKYLINE WINDOW CLEANING	900.00
1090689	10-Jul-2025	SLABAUGH, INGRID	3,000.00
1090469	01-Jul-2025	SMITH, ANA	2,021.00
1091000	31-Jul-2025	SMITH, ANA	2,021.00
1091290	28-Aug-2025	SMITH, ANA	2,021.00
1091687	30-Sep-2025	SMITH, ANA	1,718.00
1090702	11-Jul-2025	SMITH, KRISTI L	936.78
744955	24-Sep-2025	SMITH, MELANIE R	194.00
744710	17-Sep-2025	SMITH, RICK C.	552.50
744549	10-Sep-2025	SMITH, ROSA (R)	47.01
744550	10-Sep-2025	SMITH, ZACHARY (R)	41.09
744494	10-Sep-2025	SMITHGROUP INC	388,827.96
744711	17-Sep-2025	SMITHGROUP INC	163,498.22
745142	30-Sep-2025	SN ARIZONA LLC	1,221.00
744296	03-Sep-2025	SNEDIGAR MARTIAL ARTS, LLC	1,400.00
744597	11-Sep-2025	SNEDIGAR, RUPERT H	367.00
744956	24-Sep-2025	SNYDER, KEVIN H	77.46
744297	03-Sep-2025	SOCCER SHOTS TCG	2,080.00
744298	03-Sep-2025	SOLSOURCE PROPERTY SERVICES	225.00
744712	17-Sep-2025	SOLSOURCE PROPERTY SERVICES	550.00
744755	17-Sep-2025	SON, YEONGWOO (R)	43.46
744495	10-Sep-2025	SOSA, HECTOR M	120.00
744904	24-Sep-2025	SOSA, HECTOR M	60.00
744940	24-Sep-2025	SOTO, BLANCA (R)	53.55
744713	17-Sep-2025	SOUTH MOUNTAIN DIVE CLUB	600.00
744299	03-Sep-2025	SOUTHERN TIRE MART, LLC	5,639.17
744496	10-Sep-2025	SOUTHERN TIRE MART, LLC	5,129.73
744905	24-Sep-2025	SOUTHERN TIRE MART, LLC	910.37
1090542	01-Jul-2025	SOUZANDEH, HAMID	1,657.00
1090847	31-Jul-2025	SOUZANDEH, HAMID	1,657.00
1091251	28-Aug-2025	SOUZANDEH, HAMID	1,657.00
1091726	30-Sep-2025	SOUZANDEH, HAMID	1,657.00
744300	03-Sep-2025	SPARKS KARATE	665.00
744497	10-Sep-2025	SPECTRA CONTRACT FLOORING	7,824.91

Payment Number	Payment Date	Vendor Name	Amount
744470	10-Sep-2025	SPENGLER, JAMES W	1,600.00
744883	24-Sep-2025	SPENGLER, JAMES W	800.00
1090744	17-Jul-2025	SPIKER SPORTS	1,120.00
1090787	24-Jul-2025	SPIKER SPORTS	2,170.00
1091155	21-Aug-2025	SPIKER SPORTS	2,240.00
1091429	04-Sep-2025	SPIKER SPORTS	2,240.00
1091492	11-Sep-2025	SPIKER SPORTS	1,890.00
744498	10-Sep-2025	SPOK, INC	261.79
744499	10-Sep-2025	SPORTS BLING & THINGS	606.19
744714	17-Sep-2025	SPORTS BLING & THINGS	855.69
744906	24-Sep-2025	SPORTS BLING & THINGS	1,237.58
1090481	01-Jul-2025	SPRINGS REALTY INC	969.00
1091011	31-Jul-2025	SPRINGS REALTY INC	969.00
1091301	28-Aug-2025	SPRINGS REALTY INC	969.00
1091698	30-Sep-2025	SPRINGS REALTY INC	969.00
1090631	02-Jul-2025	SPRINKLER WORLD OF AZ INC	702.06
1090680	10-Jul-2025	SPRINKLER WORLD OF AZ INC	5,233.93
1090739	17-Jul-2025	SPRINKLER WORLD OF AZ INC	2,882.43
1090783	24-Jul-2025	SPRINKLER WORLD OF AZ INC	1,934.65
1090839	31-Jul-2025	SPRINKLER WORLD OF AZ INC	3,572.24
1091050	07-Aug-2025	SPRINKLER WORLD OF AZ INC	1,473.10
1091104	14-Aug-2025	SPRINKLER WORLD OF AZ INC	2,762.80
1091148	21-Aug-2025	SPRINKLER WORLD OF AZ INC	581.67
1091205	28-Aug-2025	SPRINKLER WORLD OF AZ INC	337.08
1091427	04-Sep-2025	SPRINKLER WORLD OF AZ INC	1,418.45
1091489	11-Sep-2025	SPRINKLER WORLD OF AZ INC	1,313.13
1091526	18-Sep-2025	SPRINKLER WORLD OF AZ INC	808.45
1091571	24-Sep-2025	SPRINKLER WORLD OF AZ INC	1,616.09
745143	30-Sep-2025	SRGMF III PECOS CHANDLER, LLC	1,903.00
744500	10-Sep-2025	STANDARD INSURANCE COMPANY	17,460.95
744501	10-Sep-2025	STANLEY CONSULTANTS INC	23,996.43
1090640	02-Jul-2025	STANTEC CONSULTING SERVICES INC	467.00
1090692	10-Jul-2025	STANTEC CONSULTING SERVICES INC	4,631.00
745144	30-Sep-2025	STAR BORROWER SFR4, L.P.	1,682.00
744502	10-Sep-2025	STATE FORTY EIGHT LLC	5,174.40
1090637	02-Jul-2025	STAYCLASSYTV, LLC	602.00
744598	11-Sep-2025	STEPP, YANTA M	73.60
1090474	01-Jul-2025	STONE OAKS APARTMENTS	9,075.00
1091005	31-Jul-2025	STONE OAKS APARTMENTS	9,057.00
1091068	08-Aug-2025	STONE OAKS APARTMENTS	921.00
1091295	28-Aug-2025	STONE OAKS APARTMENTS	9,978.00
1091692	30-Sep-2025	STONE OAKS APARTMENTS	9,978.00
745145	30-Sep-2025	STONE VIEW PHX LLC	8,822.00
1090828	31-Jul-2025	STOTZ EQUIPMENT	1,034.83
1091206	28-Aug-2025	STOTZ EQUIPMENT	1.84
1091428	04-Sep-2025	STOTZ EQUIPMENT	499.74
1091059	07-Aug-2025	STRAND ASSOCIATES, INC.	3,272.50
1091216	28-Aug-2025	STRAND ASSOCIATES, INC.	4,109.25
744349	04-Sep-2025	STRESSMAN, LIBBY	409.71
1090687	10-Jul-2025	STRUCK LOVE ACEDO, PLC	16,655.01
1090790	24-Jul-2025	STRUCK LOVE ACEDO, PLC	17,682.51
1091431	04-Sep-2025	STRUCK LOVE ACEDO, PLC	6,814.00
744333	03-Sep-2025	SU, JIN (R)	78.81
1090632	02-Jul-2025	SUMMIT ELECTRIC SUPPLY	1,397.12
744301	03-Sep-2025	SUN COUNTRY TRUCK EQUIPMENT INC	3,343.84
744715	17-Sep-2025	SUN MECHANICAL CONTRACTING INC.	17,429.50
745146	30-Sep-2025	SUN, HONGXLA	2,235.00

Payment Number	Payment Date	Vendor Name	Amount
744907	24-Sep-2025	SUNBURST MECHANICAL, INC	1,755.00
745147	30-Sep-2025	SUNDIAL REAL ESTATE LC	775.00
1090681	10-Jul-2025	SUNLAND ASPHALT	1,204,572.84
1090740	17-Jul-2025	SUNLAND ASPHALT	129,265.46
1091149	21-Aug-2025	SUNLAND ASPHALT	630,093.29
1091527	18-Sep-2025	SUNLAND ASPHALT	2,471,330.03
744302	03-Sep-2025	SUNRISE ENGINEERING, INC	60,304.42
744716	17-Sep-2025	SUNRISE ENGINEERING, INC	5,667.76
744777	23-Sep-2025	SUNRISE IN CHANDLER	1,266.00
745148	30-Sep-2025	SUNRISE IN CHANDLER	1,266.00
1090628	02-Jul-2025	SUNSHINE MOVING COMPANY, LLC	2,250.00
1090567	01-Jul-2025	SUNSHINE REALTY LLC	1,521.00
1090872	31-Jul-2025	SUNSHINE REALTY LLC	1,521.00
1091360	28-Aug-2025	SUNSHINE REALTY LLC	1,553.00
1091598	30-Sep-2025	SUNSHINE REALTY LLC	1,553.00
744908	24-Sep-2025	SUPERIOR COURT OF ARIZONA	580.00
744303	03-Sep-2025	SUPERIOR FIRE PLUS POWERED BY ORCA (R)	22.50
1090753	17-Jul-2025	SUPERIOR SUPPLY INC	45,967.40
1090683	10-Jul-2025	SUPREME OIL CO	14,041.83
1090741	17-Jul-2025	SUPREME OIL CO	895.88
1090829	31-Jul-2025	SUPREME OIL CO	11,852.40
1091151	21-Aug-2025	SUPREME OIL CO	708.65
1091490	11-Sep-2025	SUPREME OIL CO	12,341.28
1091572	24-Sep-2025	SUPREME OIL CO	13,362.47
744503	10-Sep-2025	SURVEILLANCE SECURITY INC	1,124.00
744304	03-Sep-2025	SURVEILLANCE SYSTEMS INCORPORATED	4,354.20
744717	17-Sep-2025	SURVEILLANCE SYSTEMS INCORPORATED	18,997.97
744909	24-Sep-2025	SWAGEL WOOTTON EYE INSTITUTE (R)	25.00
745149	30-Sep-2025	SWAY 2014-1 BORROWER LLC	1,982.00
744350	04-Sep-2025	SWCA ENVIRONMENTAL CONSULTANTS	890.00
744718	17-Sep-2025	SWCA ENVIRONMENTAL CONSULTANTS	12,972.00
1090500	01-Jul-2025	SWH 2017-1 BORROWER, LP	4,101.00
1090915	31-Jul-2025	SWH 2017-1 BORROWER, LP	4,766.00
1091322	28-Aug-2025	SWH 2017-1 BORROWER, LP	4,766.00
1091748	30-Sep-2025	SWH 2017-1 BORROWER, LP	4,766.00
744504	10-Sep-2025	SWSCALE	21,926.88
1090788	24-Jul-2025	SYSTEMS ELECTRONICS GROUP	23,520.00
1091430	04-Sep-2025	SYSTEMS ELECTRONICS GROUP	199.17
1090629	02-Jul-2025	T Y LIN INTERNATIONAL	11,670.00
1091423	04-Sep-2025	T Y LIN INTERNATIONAL	6,238.00
744306	03-Sep-2025	TALIS CONSTRUCTION CORP	17,203.86
1090601	01-Jul-2025	TAM, VIVIAN	1,122.00
1090906	31-Jul-2025	TAM, VIVIAN	1,122.00
1091394	28-Aug-2025	TAM, VIVIAN	1,122.00
1091739	30-Sep-2025	TAM, VIVIAN	1,122.00
745150	30-Sep-2025	TANG, JEANNIE	653.00
744756	17-Sep-2025	TANG, VAN (R)	118.18
744599	11-Sep-2025	TAURIAINEN, WALTER R	327.46
744505	10-Sep-2025	TAYLOR, ROBBIE ANN (R)	40.00
744307	03-Sep-2025	TDINDUSTRIES INC	99,859.83
744506	10-Sep-2025	TDINDUSTRIES INC	6,519.53
744721	17-Sep-2025	TELEFLEX LLC	1,541.54
1091161	21-Aug-2025	TELEVEDA SYSTEMS LLC	8,250.00
1091215	28-Aug-2025	TELEVEDA SYSTEMS LLC	4,125.00
1091436	04-Sep-2025	TELEVEDA SYSTEMS LLC	4,125.00
744507	10-Sep-2025	TEMCON CONCRETE CONSTRUCTION LLC	159,711.76
1090694	10-Jul-2025	THATCHER COMPANY OF ARIZONA, INC	44,000.72

Payment Number	Payment Date	Vendor Name	Amount
1090754	17-Jul-2025	THATCHER COMPANY OF ARIZONA, INC	107,330.44
1090796	24-Jul-2025	THATCHER COMPANY OF ARIZONA, INC	80,453.59
1090834	31-Jul-2025	THATCHER COMPANY OF ARIZONA, INC	50,303.00
1091061	07-Aug-2025	THATCHER COMPANY OF ARIZONA, INC	12,651.76
1091112	14-Aug-2025	THATCHER COMPANY OF ARIZONA, INC	58,243.59
1091144	21-Aug-2025	THATCHER COMPANY OF ARIZONA, INC	48,039.27
1091217	28-Aug-2025	THATCHER COMPANY OF ARIZONA, INC	38,172.63
1091437	04-Sep-2025	THATCHER COMPANY OF ARIZONA, INC	45,821.20
1091484	11-Sep-2025	THATCHER COMPANY OF ARIZONA, INC	123,071.99
1091538	18-Sep-2025	THATCHER COMPANY OF ARIZONA, INC	55,466.22
1091584	24-Sep-2025	THATCHER COMPANY OF ARIZONA, INC	49,416.65
1091055	07-Aug-2025	THE FISHEL COMPANY	2,912.80
1091580	24-Sep-2025	THE FISHEL COMPANY	3,445.62
745151	30-Sep-2025	THE HOUSING PROFESSIONALS LLC	4,779.00
744551	10-Sep-2025	THE LAB IN CHANDLER LLC (R)	239.09
744722	17-Sep-2025	THE LAMAR COMPANIES	465.00
1091060	07-Aug-2025	THE LAW OFFICE OF JARED ALLEN, PLLC	5,666.67
1091483	11-Sep-2025	THE LAW OFFICE OF JARED ALLEN, PLLC	5,666.67
744910	24-Sep-2025	THE LAW OFFICE OF PAULA LORONA, PLLC	11,333.32
1090452	01-Jul-2025	THE LINQ	12,512.00
1090983	31-Jul-2025	THE LINQ	12,310.00
1091066	08-Aug-2025	THE LINQ	327.00
1091273	28-Aug-2025	THE LINQ	13,293.00
1091671	30-Sep-2025	THE LINQ	13,293.00
744308	03-Sep-2025	THE PIGEON GUY	126,250.00
744723	17-Sep-2025	THE QUIPU GROUP, LLC	4,790.00
1090786	24-Jul-2025	THE SHANNON S. MARTIN COMPANY	1,768.25
1091154	21-Aug-2025	THE SHANNON S. MARTIN COMPANY	1,560.00
1091491	11-Sep-2025	THE SHANNON S. MARTIN COMPANY	782.40
1091530	18-Sep-2025	THE SHANNON S. MARTIN COMPANY	1,509.75
1091574	24-Sep-2025	THE SHANNON S. MARTIN COMPANY	1,930.50
744600	11-Sep-2025	THOMAS, ZACHARY G	367.00
1090510	01-Jul-2025	THOMASIAN, BIKI	1,298.00
1090925	31-Jul-2025	THOMASIAN, BIKI	1,298.00
1091332	28-Aug-2025	THOMASIAN, BIKI	1,298.00
1091758	30-Sep-2025	THOMASIAN, BIKI	1,298.00
744724	17-Sep-2025	THORN RUN PARTNERS, LLC	15,000.00
745152	30-Sep-2025	THR PHOENIX LP	4,584.00
745153	30-Sep-2025	THR PROPERTY BORROWER LP	3,145.00
1090529	01-Jul-2025	THY LLC	388.00
1090944	31-Jul-2025	THY LLC	52.00
1091238	28-Aug-2025	THY LLC	52.00
1091444	08-Sep-2025	THY LLC	1,168.00
1091541	23-Sep-2025	THY LLC	1,230.00
1091713	30-Sep-2025	THY LLC	1,488.00
745154	30-Sep-2025	TIDES AT CHANDLER	3,036.00
1090483	01-Jul-2025	TIME 2 RENT, LLC	1,662.00
1091013	31-Jul-2025	TIME 2 RENT, LLC	1,662.00
1091303	28-Aug-2025	TIME 2 RENT, LLC	1,662.00
1091700	30-Sep-2025	TIME 2 RENT, LLC	1,990.00
745155	30-Sep-2025	TJAHJA, CRYSTAL	1,599.00
745156	30-Sep-2025	TJAHJA, YULIANI	2,250.00
744305	03-Sep-2025	T-MOBILE USA, INC	120.75
744719	17-Sep-2025	T-MOBILE USA, INC	165.00
744720	17-Sep-2025	T-MOBILE USA, INC	165.00
744508	10-Sep-2025	TODAY'S CONNECTION (R)	165.00
744725	17-Sep-2025	TOPETE/STONEFIELD INC	6,161.50

Payment Number	Payment Date	Vendor Name	Amount
744726	17-Sep-2025	TOWN CHANDLER APARTMENTS (R)	65.00
1090682	10-Jul-2025	TOWN OF GILBERT	70.53
1090784	24-Jul-2025	TOWN OF GILBERT	258,773.90
1090840	31-Jul-2025	TOWN OF GILBERT	295,528.47
1091150	21-Aug-2025	TOWN OF GILBERT	18,525.44
744911	24-Sep-2025	TOWNE, ROY	85.00
745157	30-Sep-2025	TRAN, TOM B	1,242.00
744309	03-Sep-2025	TRANE U.S. INC	29,795.01
744509	10-Sep-2025	TRANE U.S. INC	468.41
744727	17-Sep-2025	TRANE U.S. INC	7,670.57
744510	10-Sep-2025	TRANSOURCE COMPUTERS	130,000.00
744728	17-Sep-2025	TREVI APARTMENTS	2,404.35
744729	17-Sep-2025	TREVI APARTMENTS	4,659.59
1090693	10-Jul-2025	TRISTAR ICS	6,371.65
1091482	11-Sep-2025	TRISTAR ICS	12,884.09
1091536	18-Sep-2025	TRISTAR ICS	6,447.46
744511	10-Sep-2025	TRUEPOINT SOLUTIONS, LLC	585.00
744941	24-Sep-2025	TRUVILLION, TERRY (R)	8.31
744757	17-Sep-2025	TUCKER, MARK (R)	88.17
744912	24-Sep-2025	TURF TANK	48,510.00
744957	24-Sep-2025	TURNER, STEVEN A	222.00
744512	10-Sep-2025	UBM ENTERPRISE, INC	13,552.40
1090836	31-Jul-2025	UNIFIRST CORPORATION	490.16
1091049	07-Aug-2025	UNIFIRST CORPORATION	62.29
1091101	14-Aug-2025	UNIFIRST CORPORATION	71.23
1091146	21-Aug-2025	UNIFIRST CORPORATION	62.29
1091204	28-Aug-2025	UNIFIRST CORPORATION	393.31
1091426	04-Sep-2025	UNIFIRST CORPORATION	157.92
1091486	11-Sep-2025	UNIFIRST CORPORATION	138.77
1091523	18-Sep-2025	UNIFIRST CORPORATION	67.48
744913	24-Sep-2025	UNITED ROTARY BRUSH CORPORATION	2,619.43
744310	03-Sep-2025	UNITED SITE SERVICES OF NEVADA, INC	209.57
744914	24-Sep-2025	UNITED SITE SERVICES OF NEVADA, INC	171.39
1091213	28-Aug-2025	UNITED STATES POSTAL SERVICES	100,000.00
1090633	02-Jul-2025	UNIVAR SOLUTIONS USA	44,088.76
1090747	17-Jul-2025	UNIVAR SOLUTIONS USA	94,418.43
1090789	24-Jul-2025	UNIVAR SOLUTIONS USA	167,955.01
1090830	31-Jul-2025	UNIVAR SOLUTIONS USA	50,223.27
1091107	14-Aug-2025	UNIVAR SOLUTIONS USA	123,476.23
1091156	21-Aug-2025	UNIVAR SOLUTIONS USA	25,126.55
1091209	28-Aug-2025	UNIVAR SOLUTIONS USA	37,201.09
1091493	11-Sep-2025	UNIVAR SOLUTIONS USA	81,581.32
1091532	18-Sep-2025	UNIVAR SOLUTIONS USA	87,940.69
1091575	24-Sep-2025	UNIVAR SOLUTIONS USA	26,086.43
744424	10-Sep-2025	UNIVERSITY LAKES JUSTICE COURT	100.00
744958	24-Sep-2025	UPSHAW, NICOLE A	255.00
744959	24-Sep-2025	URREA, LETICIA A	94.68
1091433	04-Sep-2025	US BANK	2,825.00
744730	17-Sep-2025	US PEROXIDE LLC	59,776.09
744915	24-Sep-2025	UTILITY CRANE & EQUIPMENT, INC	217.10
744471	10-Sep-2025	VALENCIA, LILIANA	220.78
744731	17-Sep-2025	VALLE DEL SOL INC	3,500.00
1090795	24-Jul-2025	VALLEY METRO RPTA	76.00
1091214	28-Aug-2025	VALLEY METRO RPTA	96.00
1091582	24-Sep-2025	VALLEY METRO RPTA	48.00
1090721	17-Jul-2025	VALLEY OF THE SUN UNITED WAY	2,400.00
1090635	02-Jul-2025	VALLEYWIDE GENERATOR SERVICE LLC	6,670.64

Payment Number	Payment Date	Vendor Name	Amount
1090749	17-Jul-2025	VALLEYWIDE GENERATOR SERVICE LLC	530.00
1090831	31-Jul-2025	VALLEYWIDE GENERATOR SERVICE LLC	3,171.20
1091053	07-Aug-2025	VALLEYWIDE GENERATOR SERVICE LLC	3,658.48
1091157	21-Aug-2025	VALLEYWIDE GENERATOR SERVICE LLC	404.45
1091210	28-Aug-2025	VALLEYWIDE GENERATOR SERVICE LLC	1,120.92
1091478	11-Sep-2025	VALLEYWIDE GENERATOR SERVICE LLC	1,012.50
1091533	18-Sep-2025	VALLEYWIDE GENERATOR SERVICE LLC	1,120.00
1091577	24-Sep-2025	VALLEYWIDE GENERATOR SERVICE LLC	359.45
745158	30-Sep-2025	VEGA AND ASSOCIATES REAL ESTATE	1,347.00
744311	03-Sep-2025	VEGA, VANESSA (R)	40.00
745159	30-Sep-2025	VENTURA ACQUISITION LLC	1,388.00
744916	24-Sep-2025	VENTURA SUPERIOR COURT (R)	60.00
1090684	10-Jul-2025	VERIZON WIRELESS SERVICES LLC	4,264.63
1090743	17-Jul-2025	VERIZON WIRELESS SERVICES LLC	1,349.44
1090785	24-Jul-2025	VERIZON WIRELESS SERVICES LLC	2,465.38
1091051	07-Aug-2025	VERIZON WIRELESS SERVICES LLC	78.02
1091105	14-Aug-2025	VERIZON WIRELESS SERVICES LLC	9,647.71
1091152	21-Aug-2025	VERIZON WIRELESS SERVICES LLC	1,831.04
1091207	28-Aug-2025	VERIZON WIRELESS SERVICES LLC	5,965.78
1091528	18-Sep-2025	VERIZON WIRELESS SERVICES LLC	10,700.33
1091573	24-Sep-2025	VERIZON WIRELESS SERVICES LLC	1,440.09
1090690	10-Jul-2025	VERRA MOBILITY	5,185.34
1090750	17-Jul-2025	VERRA MOBILITY	57,166.25
1091158	21-Aug-2025	VERRA MOBILITY	47,011.50
1091480	11-Sep-2025	VERRA MOBILITY	26,041.25
1091153	21-Aug-2025	VERRA MOBILITY SYSTEMS	60.00
744917	24-Sep-2025	VERSATERM PUBLIC SAFETY INC	566,607.80
744601	11-Sep-2025	VIERRA, VERONICA	322.00
744918	24-Sep-2025	VINCERE PHYSICIANS GROUP PLLC	88,000.00
744513	10-Sep-2025	VINCON ENGINEERING CONSTRUCTION LLC	181,737.76
744732	17-Sep-2025	VINCON ENGINEERING CONSTRUCTION LLC	261,111.03
744919	24-Sep-2025	VINCON ENGINEERING CONSTRUCTION LLC	55,777.60
745160	30-Sep-2025	VIRDEE, ARVINDER S	745.00
1090738	17-Jul-2025	VISION SERVICE PLAN OF ARIZONA	34,087.83
1091103	14-Aug-2025	VISION SERVICE PLAN OF ARIZONA	34,480.18
1091525	18-Sep-2025	VISION SERVICE PLAN OF ARIZONA	34,312.56
1090539	01-Jul-2025	VISTA ASSET COMPANY LLC	2,290.00
1090844	31-Jul-2025	VISTA ASSET COMPANY LLC	2,290.00
1091248	28-Aug-2025	VISTA ASSET COMPANY LLC	2,290.00
1091723	30-Sep-2025	VISTA ASSET COMPANY LLC	2,290.00
1090541	01-Jul-2025	VISTA STAR COMPANY, LLC	8,349.00
1090846	31-Jul-2025	VISTA STAR COMPANY, LLC	6,474.00
1091250	28-Aug-2025	VISTA STAR COMPANY, LLC	7,083.00
1091725	30-Sep-2025	VISTA STAR COMPANY, LLC	7,059.00
1090432	01-Jul-2025	VO, ANH NGOC	708.00
1091071	08-Aug-2025	VO, ANH NGOC	2,440.00
1091224	28-Aug-2025	VO, ANH NGOC	2,440.00
1091642	30-Sep-2025	VO, ANH NGOC	2,440.00
1090748	17-Jul-2025	VOYA FINANCIAL	90,137.53
1091108	14-Aug-2025	VOYA FINANCIAL	89,711.08
1091494	11-Sep-2025	VOYA FINANCIAL	88,774.46
744733	17-Sep-2025	VRANA LAW FIRM, PLLC	45,000.00
744771	19-Sep-2025	VRANA LAW FIRM, PLLC	45,000.00
1090679	10-Jul-2025	VULCAN MATERIALS CO	1,111.62
1090737	17-Jul-2025	VULCAN MATERIALS CO	1,245.72
1090781	24-Jul-2025	VULCAN MATERIALS CO	416.16
1090837	31-Jul-2025	VULCAN MATERIALS CO	1,806.15

Payment Number	Payment Date	Vendor Name	Amount
1091102	14-Aug-2025	VULCAN MATERIALS CO	416.16
1091147	21-Aug-2025	VULCAN MATERIALS CO	321.83
1091487	11-Sep-2025	VULCAN MATERIALS CO	601.12
1091524	18-Sep-2025	VULCAN MATERIALS CO	834.18
744514	10-Sep-2025	W W WILLIAMS	3,165.12
1090430	01-Jul-2025	WADE MANAGEMENT GROUP	900.00
1090969	31-Jul-2025	WADE MANAGEMENT GROUP	900.00
1091222	28-Aug-2025	WADE MANAGEMENT GROUP	40.00
1091640	30-Sep-2025	WADE MANAGEMENT GROUP	898.00
744334	03-Sep-2025	WAGENAAR, WERNER (R)	29.44
744942	24-Sep-2025	WALLACE, MARGIE (R)	186.92
744515	10-Sep-2025	WAL-MART STORES INC (R)	10.00
744552	10-Sep-2025	WALSH, CATRINA (R)	17.07
744516	10-Sep-2025	WALTZ OUTFITTING LLC	137,632.95
744920	24-Sep-2025	WALTZ OUTFITTING LLC	133,313.21
744758	17-Sep-2025	WANG, FENGYAN (R)	29.90
1090736	17-Jul-2025	WASTE MANAGEMENT OF ARIZONA, INC	1,130,319.42
1090780	24-Jul-2025	WASTE MANAGEMENT OF ARIZONA, INC	35,897.88
1090835	31-Jul-2025	WASTE MANAGEMENT OF ARIZONA, INC	28,424.37
1091048	07-Aug-2025	WASTE MANAGEMENT OF ARIZONA, INC	41,885.57
1091100	14-Aug-2025	WASTE MANAGEMENT OF ARIZONA, INC	80,527.54
1091145	21-Aug-2025	WASTE MANAGEMENT OF ARIZONA, INC	1,159,628.00
1091203	28-Aug-2025	WASTE MANAGEMENT OF ARIZONA, INC	28,370.82
1091425	04-Sep-2025	WASTE MANAGEMENT OF ARIZONA, INC	2,632.97
1091485	11-Sep-2025	WASTE MANAGEMENT OF ARIZONA, INC	5,142.05
1091522	18-Sep-2025	WASTE MANAGEMENT OF ARIZONA, INC	1,170,581.81
1091570	24-Sep-2025	WASTE MANAGEMENT OF ARIZONA, INC	33,290.42
744921	24-Sep-2025	WATER & ENERGY SYSTEMS TECHNOLOGY INC	2,306.75
1090642	02-Jul-2025	WATER WORKS ENGINEERS, LLC	12,188.00
1091438	04-Sep-2025	WATER WORKS ENGINEERS, LLC	28,630.59
745161	30-Sep-2025	WATER'S EDGE AT OCOTILLO	3,028.00
744517	10-Sep-2025	WATERWORKS BY GEORGE LLC	7,200.00
744553	10-Sep-2025	WATOME, THELMA (R)	65.71
1090572	01-Jul-2025	WATTS, ELSKA M.	282.00
1090877	31-Jul-2025	WATTS, ELSKA M.	282.00
1091365	28-Aug-2025	WATTS, ELSKA M.	282.00
1091603	30-Sep-2025	WATTS, ELSKA M.	282.00
1090639	02-Jul-2025	WAXIE SANITARY SUPPLY	4,957.60
1090691	10-Jul-2025	WAXIE SANITARY SUPPLY	1,036.89
1090751	17-Jul-2025	WAXIE SANITARY SUPPLY	16,047.53
1090794	24-Jul-2025	WAXIE SANITARY SUPPLY	12,586.88
1090833	31-Jul-2025	WAXIE SANITARY SUPPLY	2,673.80
1091057	07-Aug-2025	WAXIE SANITARY SUPPLY	5,592.57
1091110	14-Aug-2025	WAXIE SANITARY SUPPLY	4,023.11
1091160	21-Aug-2025	WAXIE SANITARY SUPPLY	10,354.17
1091212	28-Aug-2025	WAXIE SANITARY SUPPLY	109.74
1091435	04-Sep-2025	WAXIE SANITARY SUPPLY	3,572.46
1091481	11-Sep-2025	WAXIE SANITARY SUPPLY	10,709.78
1091581	24-Sep-2025	WAXIE SANITARY SUPPLY	10,057.96
745162	30-Sep-2025	WEALTH BUILDER REAL ESTATE	555.00
1090782	24-Jul-2025	WEBER WATER RESOURCES LLC	6,073.05
1091488	11-Sep-2025	WEBER WATER RESOURCES LLC	185,109.05
744922	24-Sep-2025	WEDDLE & GILMORE ARCHITECTS PLLC	12,562.50
744734	17-Sep-2025	WEEMS ASPHALT LLC	599,414.85
744923	24-Sep-2025	WEEMS ASPHALT LLC	25,954.00
745163	30-Sep-2025	WEN YIN	1,718.00
744767	18-Sep-2025	WERTHER, ARIEL A	384.00

Payment Number	Payment Date	Vendor Name	Amount
744735	17-Sep-2025	WESCO DISTRIBUTION, INC	1,746.24
744924	24-Sep-2025	WEST COAST ARBORISTS, INC	2,310.00
744370	08-Sep-2025	WEST USA REALTY, INC.	254.00
744372	08-Sep-2025	WEST USA REALTY, INC.	254.00
745164	30-Sep-2025	WEST USA REALTY, INC.	3,579.00
744602	11-Sep-2025	WEST, JEFFREY A	104.00
1091098	14-Aug-2025	WESTERN ENVIRONMENTAL EQUIPMENT COMPANY	4,445.51
1091424	04-Sep-2025	WESTERN ENVIRONMENTAL EQUIPMENT COMPANY	12,203.81
744736	17-Sep-2025	WHITE & ASSOCIATES	872.50
744603	11-Sep-2025	WHITE, EAN P	59.00
745165	30-Sep-2025	WHITMAN, STEVEN	2,157.00
744312	03-Sep-2025	WIENEKE LAW GROUP PLC	18,383.80
744472	10-Sep-2025	WILLIAMS, LEE (R)	70.00
744925	24-Sep-2025	WILLMENG CONSTRUCTION	70,702.52
744313	03-Sep-2025	WILSON ENGINEERS, LLC	60,008.75
744737	17-Sep-2025	WILSON ENGINEERS, LLC	162,476.50
1090451	01-Jul-2025	WIND RIVER 88 LLC	1,829.00
1090982	31-Jul-2025	WIND RIVER 88 LLC	1,829.00
1091272	28-Aug-2025	WIND RIVER 88 LLC	1,829.00
1091670	30-Sep-2025	WIND RIVER 88 LLC	1,829.00
744554	10-Sep-2025	WINDUS, KRAIG (R)	50.32
744351	04-Sep-2025	WINKLER, JENNY J	10.00
1090634	02-Jul-2025	WIST BUSINESS SUPPLIES & EQUIPMENT	852.65
1090791	24-Jul-2025	WIST BUSINESS SUPPLIES & EQUIPMENT	5,332.93
1091052	07-Aug-2025	WIST BUSINESS SUPPLIES & EQUIPMENT	427.11
1091109	14-Aug-2025	WIST BUSINESS SUPPLIES & EQUIPMENT	23,895.31
1091432	04-Sep-2025	WIST BUSINESS SUPPLIES & EQUIPMENT	330.79
1091495	11-Sep-2025	WIST BUSINESS SUPPLIES & EQUIPMENT	595.41
1091576	24-Sep-2025	WIST BUSINESS SUPPLIES & EQUIPMENT	1,004.42
1090508	01-Jul-2025	WL INVESTMENT LLC	2,301.00
1090923	31-Jul-2025	WL INVESTMENT LLC	2,301.00
1091330	28-Aug-2025	WL INVESTMENT LLC	2,301.00
1091756	30-Sep-2025	WL INVESTMENT LLC	2,301.00
744555	10-Sep-2025	WMV2023, LLC (R)	35.01
1090574	01-Jul-2025	WONG, CHRISTOPHER DINH	1,213.00
1090879	31-Jul-2025	WONG, CHRISTOPHER DINH	1,213.00
1091367	28-Aug-2025	WONG, CHRISTOPHER DINH	1,213.00
1091605	30-Sep-2025	WONG, CHRISTOPHER DINH	1,213.00
1090677	10-Jul-2025	WORKPLACE SAFETY SPECIALISTS	1,050.00
1091569	24-Sep-2025	WORKPLACE SAFETY SPECIALISTS	1,150.00
1090641	02-Jul-2025	WSP USA ENVIRONMENT & INFRASTRUCTURE INC	235,791.66
1090752	17-Jul-2025	WSP USA ENVIRONMENT & INFRASTRUCTURE INC	86,051.23
1091058	07-Aug-2025	WSP USA ENVIRONMENT & INFRASTRUCTURE INC	68,668.35
1091111	14-Aug-2025	WSP USA ENVIRONMENT & INFRASTRUCTURE INC	14,332.84
1090581	01-Jul-2025	WU, SUYUAN LIN	4,106.00
1090886	31-Jul-2025	WU, SUYUAN LIN	4,106.00
1091374	28-Aug-2025	WU, SUYUAN LIN	4,514.00
1091440	08-Sep-2025	WU, SUYUAN LIN	684.00
1091612	30-Sep-2025	WU, SUYUAN LIN	5,462.00
1090524	01-Jul-2025	WUZ 66 RENTAL LLC	2,580.00
1090939	31-Jul-2025	WUZ 66 RENTAL LLC	2,850.00
1091234	28-Aug-2025	WUZ 66 RENTAL LLC	2,850.00
1091660	30-Sep-2025	WUZ 66 RENTAL LLC	2,850.00
744943	24-Sep-2025	XCD INTERNATIONAL (R)	125.43
1090597	01-Jul-2025	XIAO, HONG MEI	1,920.00
1090902	31-Jul-2025	XIAO, HONG MEI	1,920.00
1091390	28-Aug-2025	XIAO, HONG MEI	1,920.00

Payment Number	Payment Date	Vendor Name	Amount
1091628	30-Sep-2025	XIAO, HONG MEI	1,920.00
1090569	01-Jul-2025	XIE, YUN	4,373.00
1090874	31-Jul-2025	XIE, YUN	4,373.00
1091362	28-Aug-2025	XIE, YUN	4,373.00
1091600	30-Sep-2025	XIE, YUN	4,373.00
744518	10-Sep-2025	YANCEY, RICARDO JR	650.00
744944	24-Sep-2025	YANG, GEORGE (R)	110.20
1090520	01-Jul-2025	YASSIR, YOUSEF	2,700.00
1090935	31-Jul-2025	YASSIR, YOUSEF	2,700.00
1091342	28-Aug-2025	YASSIR, YOUSEF	2,700.00
1091656	30-Sep-2025	YASSIR, YOUSEF	2,700.00
1090505	01-Jul-2025	YIN, WENBI	2,402.00
1090920	31-Jul-2025	YIN, WENBI	2,402.00
1091327	28-Aug-2025	YIN, WENBI	2,402.00
1091753	30-Sep-2025	YIN, WENBI	1,101.00
744604	11-Sep-2025	YNCLAN, BRANDON R	408.00
1090547	01-Jul-2025	YO, TIMOTHY	1,987.00
1090852	31-Jul-2025	YO, TIMOTHY	1,987.00
1091256	28-Aug-2025	YO, TIMOTHY	1,987.00
1091731	30-Sep-2025	YO, TIMOTHY	1,987.00
1090600	01-Jul-2025	ZHANG, JUNLI	1,867.00
1090905	31-Jul-2025	ZHANG, JUNLI	1,867.00
1091393	28-Aug-2025	ZHANG, JUNLI	1,867.00
1091631	30-Sep-2025	ZHANG, JUNLI	1,867.00
1090491	01-Jul-2025	ZHANG, QIANG	2,900.00
1090961	31-Jul-2025	ZHANG, QIANG	2,501.00
1091311	28-Aug-2025	ZHANG, QIANG	2,501.00
1091708	30-Sep-2025	ZHANG, QIANG	2,501.00
1090598	01-Jul-2025	ZHANG, QISHENG	2,128.00
1090903	31-Jul-2025	ZHANG, QISHENG	2,128.00
1091391	28-Aug-2025	ZHANG, QISHENG	2,128.00
1091629	30-Sep-2025	ZHANG, QISHENG	2,128.00
745166	30-Sep-2025	ZHENG, SHAO MEI	2,400.00
1090832	31-Jul-2025	ZIONS BANCORPORATION, NATIONAL ASSOCIATION	350.00
1091579	24-Sep-2025	ZIONS BANCORPORATION, NATIONAL ASSOCIATION	2,000.00

City Council Memorandum Management Services Memo No. MS 26-38

Date: November 10, 2025
To: Mayor and Council
John M. Pombier, Acting City Manager
Thru: Dawn Lang, Deputy City Manager | CFO
Kristi Smith, Management Services Director
From: Christina Pryor, Procurement & Supply Senior Manager
Subject: Contracts and Agreements Administratively Approved, Month of October 2025

Background/Discussion

On November 7, 2022, City Council approved 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 change allows contracts and agreements valued less than $100,000 to be administratively approved. As part of the change, Council requested a monthly summary of contracts and agreements approved under the newly adopted thresholds that would have required Council approval under the previous thresholds. The attached report summarizes the administratively approved contracts and agreements for materials, services, equipment, and construction valued between $50,000 and $99,999, and professional services valued between $30,000 and $99,999.

Attachments

Contracts and Agreements Administratively Approved

Informational Procurement Council Item – October 2025 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.: 4634
Subject: Lockbox Services
Contractor: JPMorgan Chase Bank
Value: $70,000.00
Notes: Provides for lockbox services for utility payments.

Agreement No.: HR5-918-4886
Subject: Employee Assistance Program
Contractor: CuraLinc Healthcare
Value: $60,000.00
Notes: Provides for services for the employee assistance program.

Agreement No.: NR5-910-4944
Subject: Public Housing HVAC Services
Contractor: Carlo Mechanical, LLC and P.M. Plumbing & Mechanical
Value: $99,000.
Notes: HVAC services for public housing units.

Agreement No.: ST2309.201
Subject: Alma School Road Improvements - Germann Road to Queen Creek Road
Contractor: Olsson, Inc.
Value: $98,439.00
Notes: Sanitary sewer manhole rehabilitation.

Agreement No.: PD2301.102
Subject: Forensic Services Facility
Contractor: McKinstry Essention, LLC
Value: $64,860.25
Notes: Commissioning services

Agreement No.: ST2001.510
Subject: Lindsay Road Improvements (Ocotillo Road to Hunt Highway)
Contractor: Salt River Project
Value: $97,394.84
Notes: Construction services

Agreement No.: ST2001.511
Subject: Lindsay Road Improvements (Ocotillo Road to Hunt Highway)
Contractor: Salt River Project
Value: $92,492.92
Notes: Construction services

Contracts or Agreements with Significant (+50%) Price Changes Valued Between $50,000 and $99,999

Agreement No.:
Subject:
Contractor:
Value:
Notes:

ITEM 35

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 26-031

Date: November 10, 2025
To: Mayor and Council
John M. Pombier, Acting City Manager
Thru: Dawn Lang, Deputy City Manager/CFO
Kristi Smith, Management 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

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Attachments

Special Event Liquor

November 13, 2025

Special Event Liquor and Extensions of Liquor Premises Approvals

Special Event Liquor Licenses

Organization Name: Chandler Chamber of Commerce
Applicant: Theresa Crandall-Kimble
Event Details: Chandler 100 - State of the Business Community on Thursday, November 20, 2025, from 4:00 p.m. until 9:00 p.m.
Location: Quantum Helicopters, 2401 S. Heliport Way

Temporary Extensions of Liquor License Premises
N/A

Permanent Extensions of Liquor License Premises
N/A