

**CITY OF SURPRISE**  
**Regular City Council Meeting**  
**16000 N. Civic Center Plaza**  
**Surprise, AZ 85374**  
Tuesday, June 2, 2020 @ 6:15 PM  
COUNCIL CHAMBERS



NOTICE: In an effort to protect health and safety of city employees, residents, and visitors, the Council Chambers will be closed to the public during this meeting. The public may access the meeting by viewing a live stream or broadcast of the meeting. To watch live, please visit [www.surpriseaz.gov/surprisetv](http://www.surpriseaz.gov/surprisetv), the Surprise City Gov Facebook page at [www.facebook.com/cityofsurprise](https://www.facebook.com/cityofsurprise). Cox channel 11 and Century Link channel 8513 will also carry the meeting live.

For instructions on how to comment on agenda items and public hearings, please go to <https://bit.ly/3asyowo>

A. Call To Order

Any prayer or invocation that may be offered before the start of the Regular Council Meeting is a voluntary offering by a private resident of Surprise; has not been previously reviewed or approved by City Council or City staff; should not be considered an endorsement of any particular religion by the City or its officials, as the beliefs, viewpoint, and content are personal to the speaker; and no participation by any person in attendance is required. A list of volunteers is maintained by the office of the City Clerk and interested persons should contact the Clerk's Office for further information.

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

The United States Army's 245th Birthday Proclamation

E. City Manager Report

F. City Clerk Report

G. Call To The Public

Public comment will be taken through email or via phone. To submit email comments, including Call to the Public for non-agenda items, please email [publiccomments@surpriseaz.gov](mailto:publiccomments@surpriseaz.gov). Comments for Call to the Public must be submitted prior to the start of the meeting. To comment on agenda items, emails must be submitted prior to the time(s) designated for public comment by the Mayor during the meeting or before the agenda item has otherwise concluded.

To comment live by phone for Call to the Public for non-agenda items or for agenda items, please call 623-222-1250 prior to, or during, the meeting to have your name placed on a callback list. If you reach voicemail, please leave your name and phone number. The City Clerk will call those wishing to comment from the dais during the meeting, and the call will be streamed through the Council Chamber audio system. Only calls received before Call to the Public for non-agenda items or before or during the time(s) designated for public comment by the Mayor during the meeting on the subject agenda item will be accepted and streamed. No calls will be accepted after the time(s) designated by the Mayor for public comment or after an agenda item has otherwise concluded.

## H. Regular City Council Meeting Agenda

### CONSENT AGENDA:

- |    |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                              |
|----|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| 1. | Citywide   | Consideration and action on the minutes of May 19, 2020 Regular City Council Work Session and Regular City Council Meeting.                                                                                                                                                                                                                                                                                                                                                                    | None<br><br>Sherry Aguilar<br>City Clerk     |
| 2. | District 1 | Consideration and action declaring the City's intent to establish the "City of Surprise, Arizona, SU-TieraVrdeEast185 Lighting Improvement District" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution #2020-48.                                                                                                                                                                                           | None<br><br>Mike Gent<br>Public Works        |
| 3. | Citywide   | Consideration and action pertaining to approval of two Intergovernmental Agreements for the purpose of Records Management System (RMS) Sharing; Resolution #2020-20.                                                                                                                                                                                                                                                                                                                           | None<br><br>Brenden Espie<br>Fire - Medical  |
| 4. | Citywide   | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations in the amount of \$33,600 from contingency within the Grant Fund Coronavirus Emergency Supplemental Funding Project to account for the acceptance of a grant award from the U.S. Department of Justice, Office of Justice Programs (OJP) for the Bureau of Justice Assistance, BJA FY20 Coronavirus Emergency Supplemental Funding Program; Resolution #2020-65. | None<br><br>Terry Young<br>Police            |
| 5. | Internal   | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations of \$75,500 from the Grants Fund to a new project in the Ground Ambulance Service Fund to account for the acceptance of CARES Act funding and cover healthcare related expenses attributable to the COVID-19 pandemic; Resolution #2020-68.                                                                                                                      | None<br><br>Tom Abbott<br>Fire - Medical     |
| 6. | District 6 | Consideration and action declaring the City's intent to establish the "City of Surprise, Arizona, SU-DesertCove184 Lighting Improvement District" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution #2020-58.                                                                                                                                                                                              | None<br><br>Mike Gent<br>Public Works        |
| 7. | Internal   | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations of \$750,000 within the Employee Healthcare fund to cover anticipated medical and pharmacy expenditures; Resolution #2020-67.                                                                                                                                                                                                                                    | None<br><br>Lisa Angelini<br>Human Resources |

REGULAR AGENDA ITEM - PUBLIC HEARING:

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:



8. Citywide Discussion and action pertaining to the selection of art for the new Fire Station 304 facility. Danielle Osborne  
City Manager  
Office
- I. Other Business and Future Agenda Items
- J. City Council Reports
- K. Executive Session

For information Purposes; Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, but for only the following purposes:

- discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- discussion or consideration of records exempt by law from public inspection (A.R.S. §38-401.03 (A)(2));
- discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (a)(4));
- discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or
- discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town. A.R.S. §38-401.03 (A)(6)).
- discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

Confidentiality Requirements Pursuant to A.R.S. §38-431.03(C)(D): Any person receiving executive session information pursuant to A.R.S. §38-431.02 shall not disclose that information except to the Attorney General or County Attorney by agreement of the City Council, or as otherwise ordered by a court of competent jurisdiction.

The council may vote to hold an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03(A)(3).

- L. Adjournment

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SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: May 28, 2020 at 1:00 PM

**SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETER, SHOULD CONTACT THE CITY CLERK'S OFFICE @ 623.222.1200 OR TTY 623.222.1002, BY NO LATER THAN 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.**



**CITY OF SURPRISE**  
**Regular City Council Meeting**

Council Meeting Date: June 2, 2020  
Submitting Department: City Clerk  
Staff Recommendations:

Contact Person:  
District: Internal

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Consent: No      Regular: No      Public Hearing: No      Report/Discussion: No

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**Agenda Wording:**

Invocation

**Motion:**

**Background:**

**Objective Analysis:**

**Policy Compliant:**

**Financial Impact:**

**Budget Impact:**

**FTE Impact:**

**ATTACHMENTS:**

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**CITY OF SURPRISE**  
**Regular City Council Meeting**

Council Meeting Date: June 2, 2020

Submitting Department: Mayor and Council

Staff Recommendations:

Contact Person:

District: Citywide

Consent: No

Regular: No

Public Hearing: No

Report/Discussion: No

**Agenda Wording:**

The United States Army's 245th Birthday Proclamation

**Motion:**

**Background:**

**Objective Analysis:**

**Policy Compliant:**

**Financial Impact:**

**Budget Impact:**

**FTE Impact:**

**ATTACHMENTS:**



**CITY OF SURPRISE**  
**Regular City Council Meeting**

Council Meeting Date: June 2, 2020  
Submitting Department: City Clerk  
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk  
District: Citywide

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Consent: Yes      Regular: No      Public Hearing: No      Report/Discussion: No

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**Agenda Wording:**

Consideration and action on the minutes of May 19, 2020 Regular City Council Work Session and Regular City Council Meeting.

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**Motion:**

I move to approve the meeting minutes.

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**Background:**

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**Objective Analysis:**

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**Policy Compliant:**

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**Financial Impact:**

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**Budget Impact:**

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**FTE Impact:**

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**ATTACHMENTS:**

1. 0519 work session minutes
  2. 05192020 minutes
-



**CITY OF SURPRISE**  
Regular City Council Work Session  
16000 North Civic Center Plaza  
Surprise, AZ 85374

Tuesday, May 19, 2020 @ 4:00PM

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**Call To Order**

**Roll Call**

Mayor Hall called to order the Regular City Council Work Session of May 19, 2020 at 4:00 PM at Surprise City Hall Council Chambers, 16000 N Civic Center Plaza, Surprise, Arizona 85374. Also in attendance with Mayor Hall were Vice Mayor Judd, Council Members; Winters, Hayden, Duffy, Sanders and Remley.

Staff Present: City Manager, Michael Frazier; City Attorney, Robert Wingo and City Clerk, Sherry Ann Aguilar.

**Pledge of Allegiance**

**REGULAR AGENDA ITEM - NON-PUBLIC HEARING:**

**1. Presentation and discussion pertaining to the results of the Shared Active Transportation Vehicle (SATV) Pilot Program and discussion of a possible permanent SATV ordinance - NO ACTION**

Stephen Chang, Community Development gave a detailed presentation on this item.

Council Member Remley - 35 mph slide, asked question regarding the survey results and conflicting results on bicycle lanes vs. sidewalks.

Council Member Hayden - Would like to have a strong ordinance as a city.

Council Member Sanders - What constitutes a code violation for these? When the scooters were tossed and dumped in landscaping, that would be a code violation, correct?

Council Member Sanders - I liked the program in the beginning, I still like it, but if we want to expand the area, I would suggest another pilot program if we change the details of this.

Council Member Sanders asked Clayton Bedoya questions about fleet size.

Mr. Bedoya - We are not looking at expanding our fleet size, we would keep it the same for now.

Vice Mayor Judd - 83% of the people responded, lots of valid concerns noted. Focused on slide listing opposed to SATV Deployment. I am more inclined to see another pilot program, we need to give this time to decide if it's a good program for when businesses open up again.

Council Member Remley - I agree with another pilot program.

Council Member Duffy - I am in favor of another pilot program. I saw students and players riding them, I would keep the area right where it is right now.

Council Member Winters - I agree with another pilot program and give the vendor a chance.

Mayor Hall - Why did you want to expand the area? A couple of reasons, we weren't getting the ballplayers so they could go to other businesses and restaurants located outside the service area. I am good with extending the pilot program.

Mr. Bedoya commented that the City has the authority to number the amount of scooters within the City limits.

Lloyd Abrams asked for clear direction to staff on the issue of extending boundary lines.

The majority asked for expanding the boundaries.

## **Call To The Public**

### **Regular City Council Work Session Agenda**

#### **2. Presentation and discussion pertaining to financial policy updates - NO ACTION**

Finance Director, Andrea Davis and Brandi Flores, Senior Financial Management Analyst gave a powerpoint presentation on this item.

Council Member Remley on funded liability. I noticed that the gap between police and fire is expanding each year, do we have plans to close this gap to catch up?

Ms. Davis - We have been looking at this, there are differences in how the plans are running. Many factors to consider.

Council Member Sanders - How do we stop it from getting bigger? Do you know if they have fine tuned the assumptions enough to where we start to get some traction?

Mayor Hall - wasn't the State going to furnish you with scenarios?

Council Member Remley - Creating capital funds for each department, a lot of times as part of the budget process, we are going to put money in various departments, if not used, it will rollover to next budget year.

Will we be able to move funds from one department to another if we found excess funds available? If we do, will this come before Council? In previous discussions, this may eliminate some of the competition with departments. Use it or lose it.

Council Member Remley - We have the blessing of the auditors on the changes being proposed.

Vice Mayor Judd - Worker's Comp Fund, I like that we run this like a business. I am concerned about the speed that we are increasing the reserves. Where is this going to come from?

Council Member Remley - I am not against increasing the reserves, maybe this is something we could phase in over time.

Mayor Hall - So we have the policy, but we won't comply right away? Dividend check?

City Attorney Wingo - explained the process and commented that the dividend was through Municipal Risk Pool.

HBTF - Self insured program, for employee benefits.

Andrea Davis gave a powerpoint presentation on this item.

Council Member Remley - legal requirement regarding employee contribution being a certain percentage?

Mayor Hall- FY21, an unrestricted balance in this fund?

#### **3. Presentation and discussion pertaining to the City's Water Resource Development Impact Fees (DIF) - NO ACTION**

Finance Director, Andrea Davis and Lee Lambert, Water Resources Director gave a detailed powerpoint presentation.

Council Member Sanders questioned the method of rates. do you agree with the revised CAGRD rates?

Mayor Hall - Do we have water credits on the books form Eloy? Correct.

Mayor Hall- is this a fixed price for those credits? Yes

Vice Mayor Judd - Questioned costs of acre foot of water. We pay CAGRD rates for our water. correct? How often do we revisit this rate?

Ms. Davis - Required every 5 years before Council with a public hearing process.

#### **Executive Session**

#### **Adjournment**

Council Member Winters made the motion to adjourn the Regular City Council Work Session of May 19, 2020 at 5:46 PM. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

\_\_\_\_\_  
Skip Hall, Mayor

#### **ATTEST:**

\_\_\_\_\_  
Sherry Ann Aguilar, City Clerk, MMC

#### **CERTIFICATION:**

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, May 19, 2020.**

\_\_\_\_\_  
Sherry Ann Aguilar, City Clerk, MMC



**CITY OF SURPRISE**  
Regular City Council Meeting  
16000 North Civic Center Plaza  
Surprise, AZ 85374

Tuesday, May 19, 2020 @ 6:00PM

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**Call To Order**

**Invocation**

Led by Russ Smith.

**Roll Call**

Mayor Hall called to order the Regular City Council Meeting of May 19, 2020 at 6:08 PM at Surprise City Hall Council Chambers, 16000 N Civic Center Plaza, Surprise, Arizona 85374. Also in attendance with Mayor Hall were Vice Mayor Judd, Council Members; Winters, Hayden, Duffy, Sanders and Remley.

Staff Present: City Manager, Michael Frazier; City Attorney, Robert Wingo and City Clerk, Sherry Ann Aguilar.

**Pledge of Allegiance**

**Proclamation and Community Acknowledgements**

**1. National Public Works Week**

[Mayor read the proclamation regarding National Public Works Week.](#)

**City Manager Report**

**1. Reports**

**City Clerk Report**

**1. Reports**

**Call To The Public**

Linda Magee - Read statement for the record.

To: City of Surprise Mayor/Council/City Management/Support Staff and Surprise Taxpayers 5/15/2020  
Subject: Example City of Surprise typical sworn Police Officer pay and benefits (21 year employee) vs other cities and states vs our budget shortfall from Covid-19 and loss of tax receipts/base. From: Linda Magee, taxpayer and resident 18520 W. Marshall Lane  
First let me say the City overall does an excellent job of providing City service to include our Police Department however my review of costs shows we (The City and Taxpayers) are on an unsustainable path. Background: The United States as a whole has experienced good growth and economic health at least as far what appeared on the surface. Below the surface numerous time bombs existed just waiting to be triggered. Among them: stock and bond markets, home mortgages, auto and student loans, health care costs and State and local government funding and fiscal responsibilities. And lastly what the average person had in the bank for a rainy day (emergency) and what they may make in salary per year. Currently the average household in the City of Surprise earns \$65,160.00 per year. This typically means two people working to gross this overall amount of pay. As we all know the trigger event for the above was the Covid-19 pandemic which ravages the World, US and our fair city of Surprise. Since mid-March of this year economic activity has been effectively almost totally shut down. Not only did this personally effect the individual pocketbooks and livelihoods of most everyone it also severely caused massive reductions in the tax base, sales, use, income, excise and other fees and taxes to either not be paid or otherwise not have activity that would generate the need to pay them. What does this mean? The City, County (Maricopa) and



State rather than bringing in money were instead putting money out that was not budgeted and often on-hand. Severe shortfalls to pay for on-going services and needs would be and were hammered. People have lost jobs, income and businesses that shuttered temporarily will become permanent for a percentage of people and businesses. What can be done?

Cut expenses or raise taxes. Raising taxes would be counter productive to a recovery and should be a last resort. Cutting expenses, while painful and tough, when done quickly, effectively and fairly yields the best outcomes. What sorts of Government entities are making cuts now? For one the State of California has a 6.7 Billion Dollar shortfall to start and is requiring employees (200,000) take at least a 10% pay cut among many other cuts. Secondly ASU-Arizona State University is making a substantial pay and/or benefit cuts to its staff to weather the loss of students and tuition income. What other fiscal problems did local Cities have before? Severely underfunded Public Employee pensions but more so the Police and Firefighters and is also inclusive of elected Officials (ie. our Mayor, Councilpeople). Who has major problems like that in the Phoenix metro? Almost all cities and towns before the CV-19 but Phoenix is by far the most in arrears with some 4 Billion Dollars in unfunded liabilities for public pensions with Phoenix Police and Fire being just over half of that amount. Does Surprise have the same problem? yes but not as severely at this point for Police and Fire has about a \$37 Million shortfall alone. I did include a breakout of just what a typical 20 year Surprise PD Officer is paid in pay and benefits and did not include things like equipment, uniforms, cars etc.-- just employee pay and benefits which is relatively close with some assumptions needing to be made. It is however a very good ballpark. Many eye opening things were found when I researched this, longevity pay (4% on base pay >10 years City Service), etc. And making up underfunded Public Service pensions Let me say this again...Surprise Police/Fire does a great job however we must contain costs as this typical case cost the City and taxpayers some \$142k and the upcoming budget proposes to add in or increase this another \$6k= almost \$150K for each Officer. Currently the City has about 100 sworn Police Officers so you do the math. Each Officer will not make that income however add about another 20 of supervisory Officers whom make a higher salary and the average for 120 Police Officers might be \$120-130k each in pay and benefits. This is unsustainable. Other sections of the City can also use cuts as well to be fair however the Police are budgeting about 5% this coming year for the additional pay increase as Merit and Cost-of-living and health premium increases.

Again this is unsustainable and in my belief not warranted at this time. Considering the attached spreadsheet, what the average household in Surprise earns (\$65K) and cuts other organizations are now doing, it is my belief and request that we do so right now to lessen the blow and amend our upcoming City Budget. I want our Finance department and City Manager to refine the spreadsheet I started on and use this for other departments and fiscal decisions and cause Department heads to do the same. We can not just rely on macro economics at their levels and default to Department heads solely for any knowledge of this, if in fact they do any such research. I also want the City to establish a section for oversight of City operations and policies called Voice of the Taxpayer. This should be with a mindset of the taxpayer not city residents as the taxpayers are really funding this.

Regards, Linda J. Magee

Andrew Hargreaves - Surprise resident, COVID-19 took away amenities for residents. We are members of the Surprise Swim Club, we are hopeful we can get this back along with other amenities that are re-opening.

## **Regular City Council Meeting Agenda**

### **CONSENT AGENDA:**

Council Member Sanders made the motion to approve the consent agenda, excluding item #3. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

### **1. Consideration and action on the minutes of May 5, 2020 Regular City Council Meeting - APPROVED**

### **2. Consideration and action to amend the Health Benefit Trust Fund Agreement and FY2020 Comprehensive Financial Management Policies; Resolution #2020-51 - APPROVED**

### **3. Consideration and action pertaining to approval of an amendment of the Fiscal Year 2020 Budget by reallocating appropriations of \$382,400 from Contingency within the Grants Fund to the Neighborhood Revitalization Fund, Project G51681; to accept funding from the Department of Housing and Urban Development in response to COVID-19, and amending the Fiscal Year 2020 Capital and Operating List of Items Over \$50,000 by adding the COVID-19 CDBG-CV Response Item in the amount of \$382,400; Resolution 2020-47 - APPROVED**

Council Member Remley asked that this item be removed from consent for an explanation.

HSCV Director, Seth Dyson gave a brief explanation for this item.

Council Member Remley made the motion to approve Resolution 2020-47. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

**4. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations within the grants fund and Capital and Operating List of Items over \$50,000 by increasing the Congregate Meal item to \$156,400; and authorizing the city to accept additional grant funding in the amount of \$21,400 for the Congregate Meal Program; Resolution #2020-62 - APPROVED**

**5. Consideration and action pertaining to approval of Amendment Number 4 to the Intergovernmental Agreement with Maricopa County to Continue to provide Community Action Program Services; Resolution #2020-49 - APPROVED**

**6. Consideration and action approving the FY2021 Public Safety Personnel Retirement System Pension Funding Policy; Resolution #2020-50 - APPROVED**

**7. Consideration and action approving the Budget Amendment Policies and Procedures; Resolution #2020-52 - APPROVED**

**8. Consideration and action approving amendments to the FY2021 Comprehensive Financial Management Policies; Resolution #2020-53 - APPROVED**

**REGULAR AGENDA ITEM - PUBLIC HEARING:**

**9. Consideration and action pertaining to approval of the 2020-2024 Five-Year Consolidated Plan, Analysis of Impediments to Fair Housing Choice, and the Program Year 2020 Annual Action Plan - APPROVED**

[HSCV, Adam Lane gave a powerpoint presentation on this item.](#)

[Council Member Sanders asked for clarification on the affordable housing high priority needs. Please define what multi family consists of.](#)

[Council Member Remley - thanked staff for their efforts and making this money go a long way in the OTS.](#)

[Mayor Hall - referred to page 37 of the consolidated plan. estimated percent of all renters that are severely cost burdened. There are a few communities that are over cost burdened. Mayor asked for clarification on the data.](#)

[No public comments were made.](#)

[Council Member Sanders made the motion to approve the 2020-2024 Five-year Consolidated Plan, Analysis of Impediments to Fair Housing Choice, and the program Year 2020 Annual Action Plan. Council Member Hayden seconded the motion. Seven yes votes, motion carried.](#)

**10. Consideration and action pertaining to approval of an amendment to the Community Development Block Grant Program Year 2019 Annual Action Plan - APPROVED**

[Adam Lane of HSCV gave a powerpoint presentation on this item.](#)

[No public comments were made.](#)

[Council Member Winters made the motion to approve the Community Development Block Grant Program 2019 Annual Action Plan. Council Member Remley seconded the motion. Seven yes votes, motion carried.](#)

**11. A Consideration and action pertaining to approval of a rezoning of approximately 71.91 acres of property generally located 400 feet south of the southwest corner of Bell Road and 115th Avenue from Residential Ranch (RR) and Community Commercial (CC) to Community Commercial (CC); Ordinance #2020-15 - APPROVED**

[City Planner, Hobart Wingard gave a powerpoint presentation on this item.](#)

[Vice Mayor Judd - How did this happen?](#)

[Council Member Remley made the motion to approve Ordinance 2020-15. Council Member Winters seconded the motion. Seven yes votes, motion carried.](#)

**REGULAR AGENDA ITEM - NON-PUBLIC HEARING:**

**12. Consideration and action pertaining to approval of an amendment to the Comprehensive Citywide Fee Schedule, Resolution #2020-44 - APPROVED**

[Parks and Recreation Department Director, Donna Miller gave a powerpoint presentation on this item.](#)

[Council Member Sanders asked if we have any say on the ambulance fee?](#)

[Chief Abbott commented that is already established through the group rate from a variety of ambulance providers. It's an identical rate.](#)

[Council Member Sanders asked if there is a reduction in attendance decreased.](#)

[Ms. Miller - No we do not.](#)

[Council Member Sanders made the motion to approve Resolution 2020-44. Council Member Duffy seconded the motion. Seven yes votes, motion carried.](#)

**13. Consideration and action pertaining to approval of an annexation of a portion of Pinnacle Peak Rd, east of N 163rd Ave; Ordinance # 2020-10 - APPROVED**

[Lloyd Abrams gave a powerpoint presentation on this item.](#)

[Council Member Winters made the motion to approve Ordinance 2020-10. Council Member Hayden seconded the motion. Seven yes votes, motion carried.](#)

**14. Consideration and action pertaining to approval of the Preliminary Plat entitled, "Austin Ranch MDR" Phase 1 and dated March 12, 2020, an approximately 66.89 acre property generally located on the western corner of Deer Valley Road and 172nd Avenue - APPROVED**

[City Planner, Hobart Wingard gave a powerpoint presentation on this item.](#)

[Bill Basco applicant for the project answered Council questions.](#)

[Council Member Winters - surrounded by Residential Ranch, is this a different development or zoning?](#)

[Mr. Basco - Different zoning.](#)

[Council Member Winters asked the applicant how large the property is that was donated for Chance Shelter, 7 acres in size.](#)

[Council Member Duffy - Question on baseball field, for access to residents? Will it be locked?](#)

[Public Comments -](#)

[Cody Peterson expressed opposition to this project and asked Council not to approve.](#)

[Public Comments:](#)

[Cody Peterson - spoke in opposition of the project.](#)

[Council Member Winters made the motion to approve the Preliminary Plat - Austin Ranch MDR - Phase 1. Council Member Hayden seconded the motion. Seven yes vote, motion carried.](#)

**15. Presentation and discussion pertaining to the FY2020 Financial Status Report through March 2020 -**

## **NO ACTION**

Andrea Davis, Finance Director gave an overview of the Financial Status Report through March 2020.

Mayor Hall commented that the numbers presented are good considering the current situation.

Council Member Sanders asked for clarification on the available funds.

City Manager Frazier commented that we are looking everyday at what amenities can we open up for prepare opening.

Council Member Remley commented that he did some analysis on loss and my number came close to your numbers.

Council Member Duffy asked about the SWIM Teams. How long would it take before the lifeguards are actually allowed to certify?

## **Other Business and Future Agenda Items**

### **City Council Reports**

Mayor/Council attended and/or reported on the following:

Council Member Winters - Arts Commission Special Meeting and art work.

Vice Mayor Judd - May 27 Meet and Greet

Council Member Sanders - 2020 Senior Class and handed out meals

Council Member Remley - Surprise Independent article; Heritage at Surprise.

Council Member Duffy - congrats to Senior, Kindergarten and 8th grade graduates.

Mayor Hall - commend Jeanine and her staff; 52 local business virtual re-opening ribbon cuttings; 69 restaurants open for dine-in and thanked Surprise Sun Dancers.

## **Executive Session**

### **Adjournment**

Council Member Sanders made the motion to adjourn the Regular City Council Meeting of May 19, 2020 at 8:05 PM. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

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Skip Hall, Mayor

**ATTEST:**

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Sherry Ann Aguilar, City Clerk, MMC

**CERTIFICATION:**

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, May 19, 2020**.

\_\_\_\_\_  
Sherry Ann Aguilar, City Clerk, MMC

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## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 2, 2020  
Submitting Department: Public Works  
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW  
District: District 1

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|              |             |                    |                       |
|--------------|-------------|--------------------|-----------------------|
| Consent: Yes | Regular: No | Public Hearing: No | Report/Discussion: No |
|--------------|-------------|--------------------|-----------------------|

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### **Agenda Wording:**

Consideration and action declaring the City's intent to establish the "City of Surprise, Arizona, SU-TieraVrdeEast185 Lighting Improvement District" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution #2020-48.

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### **Motion:**

I move to approve Resolution # 2020-48.

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### **Background:**

The City has verified that the Petition for the proposed street light improvement district contains the signatures of all of the real property owners in the district, exclusive of mortgages and other lien holders.

The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff.

The lighting improvements are more than local or ordinary public benefit and the expenses of the district will be paid for by the levy and collection ad valorem taxes based upon the assessed value of all property in the District.

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### **Objective Analysis:**

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for the Tierra Verde East development.

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### **Policy Compliant:**

Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is

consistent with these objectives.

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**Financial Impact:**

Any financial impact on the City is anticipated to be minimal, as the Developer and District will be bearing the costs and expenses of the District and street light improvement facilities.

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**Budget Impact:**

Funding was not included as part of the FY2020 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2020, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2021, at the earliest.

**FTE Impact:**

This action does not change the full time equivalent count.

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**ATTACHMENTS:**

1. 01 Res 2020-48 Tierra Verde East 185 SLID-final
  2. 02 FS19-227 TVE SLID petition - Approved
  3. 03 FS19-227 TVE Ph 1 Offsite SL Plan (155th Ave and Happy Valley Rd) Apprvd
  4. 03 FS19-227 TVE Ph 1 Onsite SL Plan Apprvd
  5. 03 FS19-334 TVE Ph 2 Offsite SL Plan (151st Ave and Happy Valley Rd) - Approved
  6. 03 FS19-334 TVE Ph 2 Onsite SL Plan (Parcel 3) - Approved
  7. 04 SLID Council Map
-



## RESOLUTION # 2020-48

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, SU-TIERAVRDEEAST185 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.**

**WHEREAS**, the owners, exclusive of mortgagees and other lienholders, of all of the real property (hereinafter referred to as "Petitioner") in the hereinafter described District, acting pursuant to the provisions of Sections 48-615(A) and 48-617(A), Arizona Revised Statutes, have petitioned the Mayor and Council of the City of Surprise, Arizona (hereinafter referred to as "City"), to adopt a resolution of intention (hereinafter referred to as "Resolution") ordering the purchase of energy for the lighting of the public street and parks (hereinafter referred to as "Improvements") for the real property legally described in Exhibit A (such area hereinafter referred to as the "District") with such boundaries as shown in the map in Exhibit B attached hereto pursuant to the provisions of Section 48-576, Arizona Revised Statutes, giving the City immediate jurisdiction to order the improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes, without the necessity of the publications or posting of this Resolution provided for in Sections 48-578, Arizona Revised Statutes;

**WHEREAS**, the City has verified that Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District, and;

**WHEREAS**, the Mayor and Council of the City hereby find and determine that they have jurisdiction to adopt this Resolution to order the Improvements pursuant to the provisions of Section 48-576, Arizona Revised Statutes, and have immediate jurisdiction to adopt this Resolution ordering the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes without the necessity of publications and posting of this Resolution as provided for in Section 48-578, Arizona Revised Statutes;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Surprise, Arizona, as follows.

**Section 1.** The City, after verifying ownership of the real property included within the boundaries of the District, hereby finds the Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District.

**Section 2.** The name of the District shall be "CITY OF SURPRISE, ARIZONA, SU-TIERAVRDEEAST185 LIGHTING IMPROVEMENT DISTRICT."



**Section 3.** The District is formed, and shall exist, pursuant to the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and Section 48-616, Arizona Revised Statutes.

**Section 4.** The public interest or convenience requires, and it is the intention of the Mayor and Council of the City to order the Improvement as so described above.

**Section 5.** The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of ad valorem taxes upon the assessed value of all real and personal property in the District to be known and designated as "City of Surprise, Arizona *SU-TieraVrdeEast185* Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

**Section 6.** The Superintendent of Streets or equivalent of the City shall not be required to post or cause to be posted notices of the Resolution of Intention. The Clerk of the City shall certify to the passage of this Resolution of Intention but shall not be required to cause the same to be published in a newspaper published and of general circulation in the City.

**Section 7.** The Mayor and Council of the City shall make annual statements and estimates of the expenses of the district, which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all the real and personal property in the District; shall publish notice thereof; shall have hearings thereon; and shall adopt them at the times and in the manner provided for incorporated cities and towns by the applicable portions of Section 42-17101, et seq., 42-17152, Arizona Revised Statutes. The Mayor and Council of the City shall, on or before the third Monday in August of each year, fix, levy and assess the amount to be raised by ad valorem taxes upon all of the property of the District and collect, as Maricopa County, Arizona (the "County") taxes are collected, the amounts shown by the statements and estimates as adopted by the Mayor and Council of the City. All statutes providing for the levy and collection of State of Arizona and County taxes, shall be applicable to District taxes as provided to be levied under Section 48-616, Arizona Revised Statutes.

**Section 8.** The District shall not be authorized to issue bonds and no assessment for District purposes against the property within the District shall exceed One Dollar and Twenty Cents (\$1.20) per each hundred dollars of taxable valuation thereof in any year.

**Section 9.** The District shall not engage in any activity other than as provided in Section 48-616, Arizona Revised Statutes, i.e., contracting for and purchasing of energy for street and public park lighting.

**Section 10.** The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of construction street lighting facilities within any part or all of the same territory as the District.

**Section 11.** The type of lighting facilities to be installed in the District and the locations thereof shall consist of those lighting facilities and locations described in the petition submitted by Petitioner, or as may be approved by the City.

**Section 12.** The rate to be paid for purchasing the energy for the District shall be the rate described in the petition submitted by Petitioner, or as may be approved by the Arizona Public Service Company.

**Section 13.** Any resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Skip Hall, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Sherry Aguilar, City Clerk

\_\_\_\_\_  
Robert Wingo, City Attorney



ONE COMPANY.  
INFINITE SOLUTIONS.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**STREET LIGHT IMPROVEMENT DISTRICT**  
**TIERRA VERDE EAST**

**A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING** AT A FOUND ALUMINUM CAP IN HANDHOLE STAMPED LS 36562 2003 ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND ALUMINUM CAP IN HANDHOLE STAMPED MARICOPA COUNTY 2003 LS 35832 ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 5, THEREOF BEARS N00°08'48"E A DISTANCE OF 2639.64 FEET;

THENCE, ALONG THE WEST LINE OF SAID SECTION 5, N00°08'48"E, 1979.86 FEET TO A FOUND 1/2-INCH REBAR WITH YELLOW PLASTIC CAP ACCEPTED AS THE NORTHWEST CORNER OF THIS INTERIOR PARCEL DESIGNATED AS APN 503-54-011B;

THENCE, LEAVING SAID WEST LINE OF SAID SECTION 5, S89°39'38"E, 1310.35 FEET ALONG THE NORTH LINE OF SUBJECT PARCEL TO A FOUND 1/2-INCH REBAR WITH NO CAP ACCEPTED AS THE NORTHEAST CORNER SAID INTERIOR PARCEL;

THENCE, LEAVING SAID NORTH LINE OF SAID INTERIOR PARCEL, S00°05'54"W, 660.13 FEET ALONG THE EAST LINE OF SAID INTERIOR PARCEL TO A FOUND 1/2-INCH REBAR WITH YELLOW PLASTIC CAP LS 36562 ACCEPTED AS A THE ANGLE POINT OF SAID INTERIOR PARCEL, ALSO BEING THE NORTHWEST CORNER OF PARCEL DESIGNATED AS APN 503-54-012;

THENCE, LEAVING SAID ANGLE POINT ALONG NORTH LINE OF PARCEL DESIGNATED AS APN 503-54-012 S89°39'02"E, 1310.97 FEET TO A FOUND 1/2-INCH REBAR WITH YELLOW PLASTIC CAP LS 36562 ACCEPTED AS A POINT ON THE EASTERLY LINE OF SAID PARCEL DESIGNATED AS APN 503-54-012;

THENCE, ALONG SAID EASTERLY LINE, S00°01'59"W, 1321.09 FEET TO A FOUND ALUMINUM CAP IN HANDHOLE STAMPED 1/4 5/6 2003 LS 35832 ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 5;

THENCE, ALONG THE SOUTH LINE OF SAID SECTION 5, N89°37'34"W A DISTANCE OF 2624.51 FEET TO THE POINT OF BEGINNING.



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THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 4,328,983 SQUARE FEET OR 99.380 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

PREPARED BY:  
ATWELL, LLC  
4700 E. SOUTHERN AVENUE  
MESA, ARIZONA 85206  
PROJECT NO. 18000163  
MAY 31<sup>TH</sup>, 2019

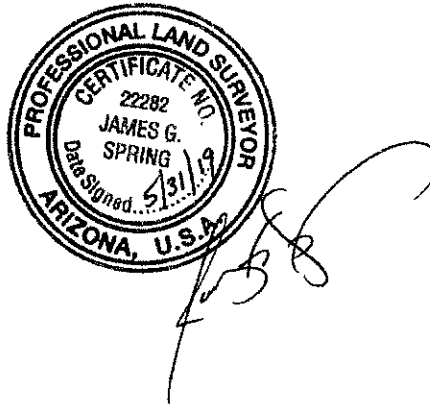


EXHIBIT [REDACTED]  
STREET LIGHT IMPROVEMENT DISTRICT  
TIERRA VERDE EAST

## STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

We, the undersigned, are all or a majority of the real property owners, exclusive of mortgagees and other lienholders, within the district named below. We petition the City Council of the City of Surprise, Arizona, to establish a street light improvement district under Arizona Revised Statutes (A.R.S.) §48-571 to 48-622, and any amendments, and specifically A.R.S. §48-615 to 48-617, to purchase electricity for lighting the public streets and/or parks within the district whose boundaries and area is described in Exhibits A and B attached hereto. This petition includes a charge for maintaining the lighting facilities.

It is hereby requested that, in compliance with the Arizona Revised Statutes, the City Council adopt a Resolution of Intention to order the proposed improvements, and that unless protests are received pursuant to A.R.S. §48-579 sufficient to bar further proceedings, the City Council proceed with the improvements petitioned for herein.

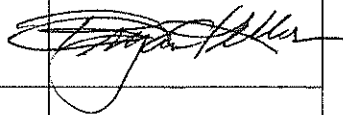
Expenses of the District shall be paid by the levy and collection of ad valorem taxes upon assessed value of all property in the District.

Public convenience, necessity and welfare will be promoted by the establishment of the District and the real property within the District will be benefited by the District. Additional street lighting facilities may be installed and included in the District, at no investment cost to the District, as directed by the City and as approved by Arizona Public Service and the City Engineer.

WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to form the District and to fulfill the purposes for which the District is organized, as the Mayor and Council believe is proper and necessary.

The name of the proposed street light improvements district shall be:  
SU-TieraVrdeEast185

PETITIONERS: Please print and sign your name

| PRINT BUSINESS/<br>PETITIONER'S NAME | ADDRESS OF PROPERTY<br>OWNED WITHIN DISTRICT                          | ASSESSOR<br>PARCEL #      | SIGNATURE                                                                             |
|--------------------------------------|-----------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------|
| Tierra Verde East 2018               | 15299 W Saddlehorn Rd<br>and 15120 W Headstall<br>Dr., Surprise 85387 | 503-54-011B<br>503-54-012 |  |
|                                      |                                                                       |                           |                                                                                       |
|                                      |                                                                       |                           |                                                                                       |
|                                      |                                                                       |                           |                                                                                       |



**RATE SCHEDULE E-58  
CLASSIFIED SERVICE  
STREET LIGHTING SERVICE**

AVAILABILITY

This rate schedule is applicable to those portions of cities, towns and unincorporated communities in which the Company does a general retail electric business and where the Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered.

DESCRIPTION

E-58 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIODS

Dusk: Time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.  
Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the following charges, plus adjustments.

I. FIXTURES (Includes Mounting Arm, if Applicable)

|                  | Lumen      | Watts | kWh | CHARGES               |                      |
|------------------|------------|-------|-----|-----------------------|----------------------|
|                  |            |       |     | Investment by Company | Investment by Others |
| A. Acorn         | 3,835 LED  | 75    | 26  | \$21.63               | \$7.59               |
|                  | 4,796 LED  | 75    | 26  | \$17.38               | \$6.46               |
|                  | 5,003 LED  | 100   | 35  | \$23.45               | \$8.71               |
|                  | 5,904 LED  | 100   | 35  | \$23.03               | \$8.60               |
|                  | 6000 IND   | 85    | 29  | \$19.24               | \$5.14               |
| B. Architectural | 6,200 IND  | 85    | 29  | \$10.13               | \$3.93               |
|                  | 8,400 IND  | 100   | 34  | \$10.69               | \$4.36               |
|                  | 10,200 IND | 120   | 41  | \$11.75               | \$4.99               |
|                  | 13,000 IND | 150   | 52  | \$12.98               | \$5.93               |
|                  | 20,500 IND | 200   | 69  | \$14.78               | \$7.37               |
|                  | 22,500 IND | 265   | 91  | \$17.63               | \$9.28               |
|                  | 3,300 LED  | 43    | 15  | \$10.24               | \$3.79               |
|                  | 3,800 LED  | 32    | 12  | \$7.73                | \$2.92               |
|                  | 3,900 LED  | 32    | 12  | \$9.96                | \$3.51               |
|                  | 4,050 LED  | 63    | 22  | \$18.63               | \$6.52               |
|                  | 4,100 LED  | 45    | 16  | \$10.34               | \$3.89               |
|                  | 4,800 LED  | 41    | 15  | \$8.27                | \$3.27               |
|                  | 5,000 LED  | 41    | 15  | \$9.61                | \$3.62               |



**RATE SCHEDULE E-58  
CLASSIFIED SERVICE  
STREET LIGHTING SERVICE**

|          | CHARGES    |       |     |                             |                            |
|----------|------------|-------|-----|-----------------------------|----------------------------|
|          | Lumen      | Watts | kWh | Investment<br>by<br>Company | Investment<br>by<br>Others |
|          | 5,100 LED  | 60    | 21  | \$10.18                     | \$4.19                     |
|          | 5,300 LED  | 67    | 24  | \$10.47                     | \$4.48                     |
|          | 5,800 LED  | 94    | 32  | \$17.81                     | \$5.16                     |
|          | 5,890 LED  | 89    | 31  | \$20.56                     | \$7.66                     |
|          | 6,000 LED  | 62    | 22  | \$18.63                     | \$6.52                     |
|          | 6,000 LED  | 67    | 24  | \$19.89                     | \$6.99                     |
|          | 6,400 LED  | 89    | 31  | \$17.89                     | \$5.10                     |
|          | 6,810 LED  | 101   | 35  | \$18.89                     | \$7.50                     |
|          | 7,100 LED  | 62    | 22  | \$19.70                     | \$6.80                     |
|          | 7,400 LED  | 127   | 44  | \$20.42                     | \$6.34                     |
|          | 7,500 LED  | 73    | 26  | \$20.08                     | \$7.18                     |
|          | 7,700 LED  | 86    | 30  | \$18.41                     | \$7.02                     |
|          | 8,200 LED  | 88    | 31  | \$10.45                     | \$4.97                     |
|          | 8,200 LED  | 95    | 33  | \$11.87                     | \$5.48                     |
|          | 8,300 LED  | 72    | 25  | \$17.93                     | \$6.54                     |
|          | 8,300 LED  | 106   | 37  | \$12.45                     | \$5.91                     |
|          | 8,500 LED  | 88    | 31  | \$11.69                     | \$5.30                     |
|          | 9,020 LED  | 139   | 48  | \$22.94                     | \$9.47                     |
|          | 9,200 LED  | 139   | 48  | \$25.60                     | \$7.30                     |
|          | 9,900 LED  | 130   | 45  | \$13.82                     | \$6.84                     |
|          | 10,000 LED | 93    | 32  | \$21.43                     | \$7.96                     |
|          | 10,000 LED | 113   | 39  | \$13.26                     | \$6.28                     |
|          | 10,600 LED | 126   | 44  | \$22.56                     | \$9.09                     |
|          | 11,100 LED | 108   | 38  | \$12.76                     | \$6.07                     |
|          | 11,500 LED | 108   | 38  | \$13.16                     | \$6.18                     |
|          | 12,300 LED | 203   | 70  | \$25.48                     | \$8.85                     |
|          | 12,900 LED | 119   | 41  | \$22.31                     | \$8.82                     |
|          | 13,260 LED | 202   | 70  | \$27.11                     | \$12.12                    |
|          | 13,620 LED | 202   | 70  | \$28.49                     | \$9.24                     |
|          | 14,000 LED | 171   | 59  | \$26.07                     | \$11.08                    |
|          | 15,000 LED | 136   | 47  | \$24.93                     | \$9.94                     |
|          | 15,400 LED | 144   | 50  | \$25.21                     | \$10.22                    |
|          | 18,300 LED | 162   | 56  | \$16.13                     | \$8.22                     |
|          | 19,200 LED | 257   | 89  | \$26.87                     | \$13.38                    |
|          | 20,000 LED | 258   | 89  | \$26.87                     | \$13.38                    |
|          | 20,300 LED | 193   | 67  | \$17.17                     | \$9.26                     |
|          | 21,000 LED | 193   | 67  | \$24.77                     | \$11.28                    |
| C. Cobra | 6,200 IND  | 75    | 26  | \$10.54                     | \$3.77                     |
|          | 6,400 IND  | 85    | 29  | \$8.97                      | \$3.78                     |
|          | 8,000 IND  | 88    | 30  | \$10.47                     | \$4.04                     |
|          | 8,400 IND  | 100   | 34  | \$9.70                      | \$4.24                     |
|          | 10,200 IND | 120   | 41  | \$10.44                     | \$4.81                     |





**RATE SCHEDULE E-58  
CLASSIFIED SERVICE  
STREET LIGHTING SERVICE**

|                          |              |    |         | CHARGES                     |                            |     |         |            |         |
|--------------------------|--------------|----|---------|-----------------------------|----------------------------|-----|---------|------------|---------|
|                          |              |    |         | Investment<br>by<br>Company | Investment<br>by<br>Others |     |         |            |         |
|                          |              |    |         | Lumen                       | Watts                      | kWh |         |            |         |
| C. Cobra                 |              |    |         | 13,000 IND                  | 150                        | 52  | \$11.50 | \$5.73     |         |
|                          |              |    |         | 15,250 IND                  | 200                        | 69  | \$13.86 | \$7.25     |         |
|                          |              |    |         | 22,500 IND                  | 250                        | 86  | \$18.55 | \$9.06     |         |
|                          | Gray / Bronz |    |         | 3,500 IND                   | 55                         | 19  | \$10.50 | \$3.27     |         |
|                          |              |    |         | 6,000 LED                   | 95                         | 33  | \$17.05 | \$5.13     |         |
|                          |              |    |         | 8,700 LED                   | 142                        | 49  | \$19.17 | \$6.53     |         |
|                          |              |    |         | 9,600 LED                   | 157                        | 54  | \$20.40 | \$7.04     |         |
|                          |              |    |         | 11,600 B-LED                | 181                        | 62  | \$19.03 | \$7.44     |         |
|                          | Gray / Bronz |    |         | 3,300 LED                   | 43                         | 15  | \$9.00  | \$2.79     |         |
|                          | Gray / Bronz |    |         | 5,300 LED                   | 67                         | 23  | \$10.45 | \$3.54     |         |
|                          | Gray / Bronz |    |         | 8,300 LED                   | 106                        | 37  | \$13.55 | \$4.94     |         |
|                          | Gray / Bronz |    |         | 10,500 LED                  | 130                        | 45  | \$15.08 | \$5.69     |         |
|                          | Gray / Bronz |    |         | 20,000 LED                  | 258                        | 89  | \$26.21 | \$10.27    |         |
| D. Decorative<br>Transit |              |    |         | 5,300 LED                   | 75                         | 26  | \$28.44 | \$6.12     |         |
|                          |              |    |         | 8,300 LED                   | 100                        | 34  | \$30.45 | \$6.97     |         |
|                          |              |    |         | 8,147 LED                   | 75                         | 26  | \$35.76 | \$11.36    |         |
|                          |              |    |         | 9,522 LED                   | 100                        | 35  | \$36.14 | \$12.09    |         |
|                          |              |    |         | 10,500 LED                  | 150                        | 52  | \$32.69 | \$8.52     |         |
|                          |              |    |         | 14,896 LED                  | 150                        | 52  | \$39.98 | \$14.29    |         |
|                          |              |    |         | Double                      | 8,147 LED                  | 75  | 26      | \$64.74    | \$18.96 |
|                          |              |    |         | Double                      | 9,522 LED                  | 100 | 35      | \$64.67    | \$19.58 |
|                          |              |    |         | Double                      | 14,896 LED                 | 100 | 52      | \$70.67    | \$22.32 |
|                          |              |    |         | Copper                      | 6,000 IND                  | 85  | 29      | \$18.87    | \$5.09  |
|                          |              |    |         | Gray / Black                | 8,000 IND                  | 88  | 30      | \$14.86    | \$4.62  |
|                          |              |    |         | Gray / Black                | 4,350 LED                  | 86  | 30      | \$13.48    | \$4.44  |
|                          |              |    |         | E. Flood                    |                            |     |         | 14,470 LED | 148     |
| 16,000 LED               | 125          | 43 | \$23.17 |                             |                            |     |         | \$9.19     |         |
| F. Pendant               |              |    |         | 8,678 LED                   | 75                         | 26  | \$26.36 | \$8.85     |         |
|                          |              |    |         | 13,964 LED                  | 100                        | 35  | \$27.84 | \$9.88     |         |
| G. Post Top              |              |    |         | 4,350 LED                   | 86                         | 30  | \$13.43 | \$5.69     |         |
|                          |              |    |         | 6,400 LED                   | 30                         | 30  | \$13.43 | \$5.69     |         |
|                          |              |    |         | 6,600 LED                   | 83                         | 29  | \$13.33 | \$5.59     |         |
| H. Roadway               |              |    |         | 3,300 LED                   | 43                         | 15  | \$9.46  | \$3.58     |         |
|                          |              |    |         | 3,800 LED                   | 32                         | 12  | \$7.24  | \$2.79     |         |
|                          |              |    |         | 3,900 LED                   | 32                         | 12  | \$9.18  | \$3.30     |         |
|                          |              |    |         | 4,100 LED                   | 45                         | 16  | \$9.56  | \$3.68     |         |
|                          |              |    |         | 4,800 LED                   | 41                         | 15  | \$7.76  | \$3.13     |         |
|                          |              |    |         | 5,000 LED                   | 41                         | 15  | \$9.12  | \$3.49     |         |
|                          |              |    |         | 5,100 LED                   | 60                         | 21  | \$9.69  | \$4.06     |         |
|                          |              |    |         | 5,300 LED                   | 67                         | 24  | \$9.98  | \$4.35     |         |
|                          |              |    |         | 8,200 LED                   | 88                         | 31  | \$9.72  | \$4.77     |         |



**RATE SCHEDULE E-58  
CLASSIFIED SERVICE  
STREET LIGHTING SERVICE**

|  |            |     |    |         |         |
|--|------------|-----|----|---------|---------|
|  | 8,200 LED  | 95  | 33 | \$11.36 | \$5.34  |
|  | 8,300 LED  | 106 | 37 | \$11.74 | \$5.72  |
|  | 8,500 LED  | 88  | 31 | \$11.18 | \$5.16  |
|  | 9,900 LED  | 130 | 45 | \$13.31 | \$6.70  |
|  | 10,000 LED | 113 | 39 | \$12.75 | \$6.14  |
|  | 11,100 LED | 108 | 38 | \$12.03 | \$5.88  |
|  | 11,500 LED | 108 | 38 | \$12.65 | \$6.04  |
|  | 18,300 LED | 162 | 56 | \$15.23 | \$7.98  |
|  | 19,200 LED | 257 | 89 | \$19.11 | \$11.32 |
|  | 20,000 LED | 258 | 89 | \$19.11 | \$11.32 |
|  | 20,300 LED | 193 | 67 | \$16.27 | \$9.02  |
|  | 21,000 LED | 193 | 67 | \$17.01 | \$9.22  |

|                                 |            |     |     |         |         |
|---------------------------------|------------|-----|-----|---------|---------|
| FROZEN                          | 4,000 INC  | 295 | 103 | \$10.54 | \$5.89  |
|                                 | 7,000 MV   | 175 | 73  | \$13.65 | \$7.83  |
|                                 | 11,000 MV  | 250 | 96  | \$17.09 | \$10.43 |
|                                 | 20,000 MV  | 400 | 150 | \$26.84 | \$15.21 |
| FROZEN<br>ACORN                 | 9,500 HPS  | 100 | 41  | \$29.14 | \$9.93  |
|                                 | 16,000 HPS | 150 | 69  | \$32.35 | \$12.55 |
| FROZEN<br>ARCHITECTURAL         | 9,500 HPS  | 100 | 41  | \$16.56 | \$7.90  |
|                                 | 16,000 HPS | 150 | 69  | \$19.77 | \$19.34 |
|                                 | 30,000 HPS | 250 | 99  | \$22.95 | \$13.57 |
|                                 | 50,000 HPS | 400 | 153 | \$28.32 | \$19.53 |
|                                 | 14,000 MH  | 175 | 72  | \$23.17 | \$12.70 |
|                                 | 21,000 MH  | 250 | 101 | \$26.31 | \$15.66 |
|                                 | 36,000 MH  | 400 | 159 | \$32.89 | \$21.54 |
|                                 | 8,000 LPS  | 55  | 30  | \$24.08 | \$10.58 |
|                                 | 13,500 LPS | 90  | 50  | \$28.39 | \$12.76 |
|                                 | 22,500 LPS | 135 | 72  | \$32.43 | \$15.56 |
| FROZEN<br>COBRA<br>ROADWAY      | 33,000 LPS | 180 | 90  | \$39.01 | \$18.33 |
|                                 | 5,800 HPS  | 70  | 29  | \$9.40  | \$5.56  |
|                                 | 9,500 HPS  | 100 | 41  | \$11.07 | \$6.81  |
|                                 | 16,000 HPS | 150 | 69  | \$13.86 | \$9.50  |
| FROZEN<br>COBRA<br>ROADWAY      | 30,000 HPS | 250 | 99  | \$16.72 | \$12.35 |
|                                 | 50,000 HPS | 400 | 153 | \$22.69 | \$17.63 |
|                                 | 14,000 MH  | 175 | 72  | \$16.12 | \$10.99 |
|                                 | 21,000 MH  | 250 | 101 | \$18.84 | \$13.67 |
|                                 | 36,000 MH  | 400 | 159 | \$24.81 | \$18.99 |
| FROZEN<br>DECORATIVE<br>TRANSIT | 8,000 FL   | 100 | 38  | \$18.53 | \$5.43  |
|                                 | 9,500 HPS  | 100 | 41  | \$39.95 | \$11.96 |
|                                 | 16,000 HPS | 150 | 69  | \$39.72 | \$13.36 |
| FROZEN<br>FLOOD                 | 30,000 HPS | 250 | 99  | \$45.74 | \$17.26 |
|                                 | 30,000 HPS | 250 | 99  | \$22.20 | \$13.79 |
|                                 | 50,000 HPS | 400 | 153 | \$27.53 | \$19.14 |
|                                 | 21,000 MH  | 250 | 101 | \$23.69 | \$14.58 |
| FROZEN Colonial Gray            | 36,000 MH  | 400 | 159 | \$28.89 | \$19.76 |
|                                 | 8,000 FL   | 100 | 38  | \$19.97 | \$5.64  |



**RATE SCHEDULE E-58  
CLASSIFIED SERVICE  
STREET LIGHTING SERVICE**

|          |                |           |     |    |         |         |
|----------|----------------|-----------|-----|----|---------|---------|
| POST TOP | Colonial Gray  | 9,500 HPS | 100 | 41 | \$11.42 | \$7.16  |
|          | Colonial Black | 9,500 HPS | 100 | 41 | \$13.15 | \$7.41  |
|          | Decorative     | 9,500 HPS | 100 | 41 | \$34.97 | \$11.03 |

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.
2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.
3. Listed kWhs reflect the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.
4. HPS = High Pressure Sodium
5. MH = Metal Halide
6. LPS = Low Pressure Sodium
7. FL = Fluorescent
8. INC = Incandescent. Incandescent lighting charges are applicable and available only to those Customers being served and those installations in service on November 1, 1986.
9. MV = Mercury Vapor. Mercury Vapor lighting charges are applicable and available only to those Customers being served and those installation in service on November 1, 1986 in accordance with A.R.S. §49-1104(A).
10. LED = Light Emitting Diode
11. IND = Induction



**RATE SCHEDULE E-58  
CLASSIFIED SERVICE  
STREET LIGHTING SERVICE**

**II. POLES**

|                                         |                    |                       |         | CHARGES                     |                            |        |
|-----------------------------------------|--------------------|-----------------------|---------|-----------------------------|----------------------------|--------|
|                                         |                    |                       |         | Investment<br>by<br>Company | Investment<br>by<br>Others |        |
| A. Anchor Base<br>Mounted<br>(Flush)    | Round Steel        | 1 Simplex<br>Adapter  | Height  |                             |                            |        |
|                                         |                    |                       | 12 ft.  | \$13.11                     | \$1.81                     |        |
|                                         |                    |                       | 22 ft.  | \$14.75                     | \$2.03                     |        |
|                                         |                    |                       | 25 ft.  | \$15.97                     | \$2.21                     |        |
|                                         |                    |                       | 30 ft.  | \$18.34                     | \$2.52                     |        |
|                                         |                    | 32 ft.                | \$19.27 | \$2.55                      |                            |        |
|                                         |                    | 2 Simplex<br>Adapters | 12 ft.  | \$13.98                     | \$1.93                     |        |
|                                         |                    |                       | 22 ft.  | \$16.06                     | \$2.22                     |        |
|                                         |                    |                       | 25 ft.  | \$16.75                     | \$2.31                     |        |
|                                         |                    |                       | 30 ft.  | \$19.47                     | \$2.68                     |        |
|                                         | 32 ft.             |                       | \$20.77 | \$2.87                      |                            |        |
|                                         | Square Steel       | 5"                    | 13 ft.  | \$15.03                     | \$2.06                     |        |
|                                         |                    |                       | 15 ft.  | \$13.43                     | \$1.85                     |        |
|                                         |                    |                       | 23 ft.  | \$15.93                     | \$2.19                     |        |
|                                         |                    |                       | 25 ft.  | \$17.51                     | \$2.41                     |        |
|                                         |                    |                       | 28 ft.  | \$19.44                     | \$2.67                     |        |
|                                         |                    |                       | 32 ft.  | \$19.33                     | \$2.66                     |        |
|                                         | Concrete           |                       | 12 ft.  | \$44.79                     | \$6.17                     |        |
|                                         | Fiberglass         |                       | 12 ft.  | \$37.93                     | \$5.22                     |        |
|                                         | Decorative Transit |                       | 4"      | 16 ft.                      | \$36.98                    | \$5.10 |
|                                         | Decorative Transit |                       | 6"      | 30 ft.                      | \$71.39                    | \$9.83 |
|                                         | Hinged Poles       |                       | Square  | 15 ft.                      | \$14.21                    | \$1.16 |
| Round                                   |                    |                       | 19 ft.  | \$12.85                     | \$1.05                     |        |
| B. Anchor Base<br>Mounted<br>(Pedestal) | Round Steel        | 1 Simplex<br>Adapter  | 12 ft.  | \$12.61                     | \$1.73                     |        |
|                                         |                    |                       | 22 ft.  | \$14.26                     | \$1.96                     |        |
|                                         |                    |                       | 25 ft.  | \$15.46                     | \$2.13                     |        |
|                                         |                    |                       | 30 ft.  | \$17.85                     | \$2.47                     |        |
|                                         |                    |                       | 32 ft.  | \$18.75                     | \$2.58                     |        |
|                                         |                    | 2 Simplex<br>Adapters | 12 ft.  | \$13.47                     | \$1.85                     |        |
|                                         |                    |                       | 22 ft.  | \$15.05                     | \$2.06                     |        |
|                                         |                    |                       | 25 ft.  | \$16.24                     | \$2.23                     |        |
|                                         |                    |                       | 30 ft.  | \$18.97                     | \$2.60                     |        |
|                                         |                    |                       | 32 ft.  | \$20.26                     | \$2.79                     |        |
|                                         |                    | 3 Bolt                | 32 ft.  | \$23.28                     | \$3.20                     |        |
|                                         |                    | Square Steel          | 5"      | 13 ft.                      | \$14.54                    | \$2.01 |
|                                         |                    |                       |         | 15 ft.                      | \$14.86                    | \$2.03 |
|                                         |                    |                       |         | 23 ft.                      | \$15.43                    | \$2.13 |
|                                         | 25 ft.             |                       |         | \$17.02                     | \$2.36                     |        |
|                                         | 28 ft.             |                       |         | \$18.91                     | \$2.60                     |        |
|                                         | 32 ft.             |                       |         | \$19.63                     | \$2.69                     |        |



**RATE SCHEDULE E-58  
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**II POLES (cont)**

|                                                            |                                             |              | CHARGES                     |                            |         |        |
|------------------------------------------------------------|---------------------------------------------|--------------|-----------------------------|----------------------------|---------|--------|
|                                                            |                                             |              | Investment<br>by<br>Company | Investment<br>by<br>Others |         |        |
|                                                            |                                             |              | Height                      |                            |         |        |
| C. Direct<br>Bury                                          | Round Steel                                 |              | 19 ft.                      | \$19.84                    | \$2.74  |        |
|                                                            |                                             |              | 30 ft.                      | \$15.49                    | \$2.87  |        |
|                                                            |                                             |              | 38 ft.                      | \$18.90                    | \$2.94  |        |
|                                                            |                                             | Self         | 40 ft.                      | \$23.28                    | \$3.69  |        |
|                                                            |                                             | Stepped      | 25 ft.                      | \$53.55                    | \$4.37  |        |
|                                                            |                                             |              | 32 ft.                      | \$56.40                    | \$4.60  |        |
|                                                            |                                             |              | 49 ft.                      | \$70.00                    | \$9.65  |        |
|                                                            |                                             | Square Steel | 4"                          | 34 ft.                     | \$17.09 | \$2.96 |
|                                                            |                                             |              | 5"                          | 20 ft.                     | \$16.23 | \$2.68 |
|                                                            | 30 ft.                                      |              |                             | \$16.92                    | \$2.79  |        |
|                                                            | 38 ft.                                      |              |                             | \$18.36                    | \$3.19  |        |
|                                                            | 8"                                          |              | 28 ft.                      | \$30.64                    | \$2.49  |        |
|                                                            |                                             |              | 32 ft.                      | \$32.03                    | \$2.62  |        |
|                                                            | Decorative Transit                          |              | 41 ft 6                     | \$22.05                    | \$3.24  |        |
|                                                            | Decorative Transit                          | 47 ft.       | \$27.47                     | \$4.04                     |         |        |
|                                                            | Steel Distribution Pole (for lighting only) | 35 ft.       | \$25.36                     | \$3.34                     |         |        |
| D. Post<br>Top                                             | Decorative Transit Anchor<br>Base           | 16 ft.       | \$37.77                     | \$5.19                     |         |        |
|                                                            | Gray Steel/Fiberglass                       | 23 ft.       | \$13.10                     | \$2.15                     |         |        |
|                                                            | Black Steel                                 | 23 ft.       | \$14.44                     | \$2.38                     |         |        |
| E. Existing distribution pole suitable for streetlight use |                                             |              | \$1.59                      | --                         |         |        |
| F. FROZEN                                                  | Wood Poles                                  | 30 ft.       | \$9.64                      | \$1.67                     |         |        |
|                                                            |                                             | 35 ft.       | \$9.64                      | \$1.59                     |         |        |

**NOTE:** The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the Customer provides earthwork and conduit (excluding the underground to overhead transition).

**III. ANCHOR BASE**

|             |                               | CHARGES  |                       |                      |
|-------------|-------------------------------|----------|-----------------------|----------------------|
|             |                               | Height   | Investment by Company | Investment by Others |
| A. Flush    |                               | 4 ft.    | \$10.67               | \$1.47               |
|             |                               | 6 ft.    | \$12.73               | \$2.21               |
| B. Pedestal |                               | 8 ft.    | \$14.59               | \$2.54               |
|             | For 32' Round Steel Pole only | 4 ft. 6" | \$10.12               | \$1.75               |



**RATE SCHEDULE E-58  
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**IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT**

|                              |                                               | CHARGE        |
|------------------------------|-----------------------------------------------|---------------|
|                              |                                               | Company Owned |
| <b>FROZEN</b>                |                                               |               |
| Underground Circuit Charges: |                                               |               |
| a.                           | Per foot of cable, installed under paving     | \$0.17000     |
| b.                           | Per foot of cable, not installed under paving | \$0.06000     |

**V. DETERMINATION OF CHARGES FOR NEW EQUIPMENT**

Monthly charges for new lighting fixtures, poles and other equipment not included in Sections I, II, or III above will be determined by the Company using the following method:

| <b>Step 1</b> Determination of Charges for each Charge Type |                               |   |                               |   |           |   | Monthly Fixed Charge Rate |
|-------------------------------------------------------------|-------------------------------|---|-------------------------------|---|-----------|---|---------------------------|
| Charge Type                                                 | Monthly Charge                |   | Cost Inputs<br>Equipment Cost |   | PV Factor |   |                           |
| 1                                                           | Carrying Cost (fixtures)      | = | (installed)                   | x | NA        | x | 1.518%                    |
|                                                             |                               |   | Equipment Cost                |   |           |   |                           |
| 2                                                           | Carrying Cost (poles)         | = | (installed)                   | x | NA        | x | 1.296%                    |
|                                                             |                               |   | Equipment Cost                |   |           |   |                           |
| 3                                                           | Fixture Replacement Cost      | = | Equipment Cost (installed)    | x | 0.257     | x | 1.518%                    |
| 4                                                           | Pole, Anchor Replacement Cost | = | Equipment Cost (installed)    | x | 0.110     | x | 1.296%                    |
| 5                                                           | Lighting O&M                  | = | O&M Cost (lifecycle)          | x | 0.427     | x | 1.518%                    |
| Charge Type                                                 | Monthly Charge                |   | kWh Input                     |   | \$/kWh    |   |                           |
| 6                                                           | Generation                    | = | kWh per month                 | x | 0.06760   |   |                           |
| 7                                                           | T&D, RCS, SB                  | = | kWh per month                 | x | 0.02738   |   |                           |



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**Step 2**      **Determination of Total Monthly Charge**  
The total monthly charge will be the summation of the charges for each applicable charge type

| <u>Equipment</u>        | <u>Charge Type</u> |
|-------------------------|--------------------|
| Fixture - IBC           | 1,5,6,7            |
| Fixture - IBO           | 3,5,6,7            |
| Pole, Anchor Base - IBC | 2                  |
| Pole, Anchor Base - IBO | 4                  |

**TRIP CHARGE**

A \$100.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

**ADJUSTMENTS**

The bill will include the following adjustments:

1. The Renewable Energy Standard charge, Adjustment Schedule REAC-1.
2. The Power Supply Adjustment charges, Adjustment Schedule PSA-1.
3. The Transmission Cost Adjustment charge, Adjustment Schedule TCA-1.
4. The Environmental Improvement Surcharge, Adjustment Schedule EIS.
5. The Demand Side Management Adjustment charge, Adjustment Schedule DSMAC-1.
6. The Lost Fixed Cost Recovery Adjustment charge, Adjustment Schedule LFCR.
7. Direct Access Customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge, Adjustment Schedule RCDAC-1.
8. Any applicable taxes and governmental fees that are assessed on APS's revenues, prices, sales volume, or generation volume.

**SERVICE DETAILS**

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.



**RATE SCHEDULE E-58  
CLASSIFIED SERVICE  
STREET LIGHTING SERVICE**

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2. The Customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by Customer. If the maintenance requires cable replacement or repairs, the Company will use reasonable efforts to complete said repairs within twenty (20) working days.
3. The Customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.
4. Lighting equipment which is not specified in this rate schedule will be billed at the rates corresponding to the most similar equipment, as determined by the Company.
5. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.
6. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.
  - a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.
7. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract or service agreement.



[illegible][illegible]

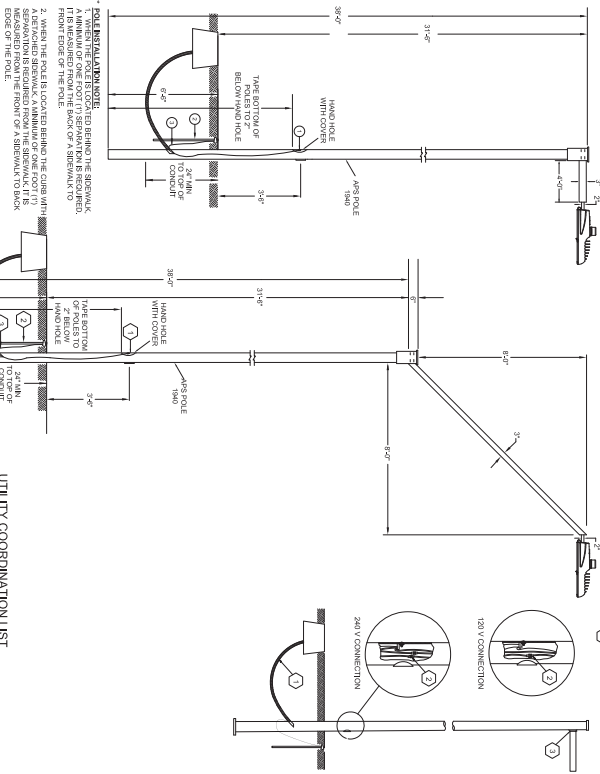
ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT DEVELOPMENTS STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

96W LED  
(APS 8030)  
DETAIL 1A

120W LED  
(APS 8030)  
DETAIL 1B

(2) (APS 8130)  
DETAIL 2

3 ■ (APS 8655)  
DETAIL 3



| UTILITY COORDINATION LIST |                                |          |
|---------------------------|--------------------------------|----------|
| DESCRIPTION               | REPRESENTATIVE                 | DATE     |
| APR                       | MONROE HOLDAY                  | 06-26-09 |
| CENTURY LINK              | DEBBIE ROBERT                  | 06-05-09 |
| SOUTHWEST GAS             | ZACH STEVENSON                 | 06-05-09 |
| COX COMMUNICATIONS        | ZACH STEVENSON                 | 06-05-09 |
|                           | TRAC TITANIC MANAGEMENT CENTER | 06-05-09 |

SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

| ITEM #           | SYMBOL                                                                            | TYPE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | SPRINT | QUANTITY | MOUNTING HEIGHT | POLY REPORT | WATER RAIN      | LOADING | TYPE | WATTAGE | RELAY | VOLTAGE | BALAST         | PHOTORETIC | LUMINAIRE         |
|------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------|-----------------|-------------|-----------------|---------|------|---------|-------|---------|----------------|------------|-------------------|
| (N)              |  | COLLECTOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |        | 6        | 31 1/2"         | 38 1/2"     | 4 1/2"          | 11.550  | LED  | 90W     | 3000K | 120V    | REFLECTOR 105° | TYPE III   | ESLH-11-C2-M4-002 |
| (H)              |  | ANTENNA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |        | 5        | 38 1/2"         | 38 1/2"     | 8 1/2" X 8 1/2" | 10.050  | LED  | 120W    | 4000K | 240V    | REFLECTOR 105° | TYPE III   | ESLH-11-C2-M4-002 |
| ITEM DESCRIPTION |                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |        |          |                 |             |                 |         |      |         |       |         |                |            |                   |
| 2                |  | FLOOD LIGHT TYPE 110V/120V/130V/140V/150V/160V/170V/180V/190V/200V/210V/220V/230V/240V/250V/260V/270V/280V/290V/300V/310V/320V/330V/340V/350V/360V/370V/380V/390V/400V/410V/420V/430V/440V/450V/460V/470V/480V/490V/500V/510V/520V/530V/540V/550V/560V/570V/580V/590V/600V/610V/620V/630V/640V/650V/660V/670V/680V/690V/700V/710V/720V/730V/740V/750V/760V/770V/780V/790V/800V/810V/820V/830V/840V/850V/860V/870V/880V/890V/900V/910V/920V/930V/940V/950V/960V/970V/980V/990V/1000V/1010V/1020V/1030V/1040V/1050V/1060V/1070V/1080V/1090V/1100V/1110V/1120V/1130V/1140V/1150V/1160V/1170V/1180V/1190V/1200V/1210V/1220V/1230V/1240V/1250V/1260V/1270V/1280V/1290V/1300V/1310V/1320V/1330V/1340V/1350V/1360V/1370V/1380V/1390V/1400V/1410V/1420V/1430V/1440V/1450V/1460V/1470V/1480V/1490V/1500V/1510V/1520V/1530V/1540V/1550V/1560V/1570V/1580V/1590V/1600V/1610V/1620V/1630V/1640V/1650V/1660V/1670V/1680V/1690V/1700V/1710V/1720V/1730V/1740V/1750V/1760V/1770V/1780V/1790V/1800V/1810V/1820V/1830V/1840V/1850V/1860V/1870V/1880V/1890V/1900V/1910V/1920V/1930V/1940V/1950V/1960V/1970V/1980V/1990V/2000V/2010V/2020V/2030V/2040V/2050V/2060V/2070V/2080V/2090V/2100V/2110V/2120V/2130V/2140V/2150V/2160V/2170V/2180V/2190V/2200V/2210V/2220V/2230V/2240V/2250V/2260V/2270V/2280V/2290V/2300V/2310V/2320V/2330V/2340V/2350V/2360V/2370V/2380V/2390V/2400V/2410V/2420V/2430V/2440V/2450V/2460V/2470V/2480V/2490V/2500V/2510V/2520V/2530V/2540V/2550V/2560V/2570V/2580V/2590V/2600V/2610V/2620V/2630V/2640V/2650V/2660V/2670V/2680V/2690V/2700V/2710V/2720V/2730V/2740V/2750V/2760V/2770V/2780V/2790V/2800V/2810V/2820V/2830V/2840V/2850V/2860V/2870V/2880V/2890V/2900V/2910V/2920V/2930V/2940V/2950V/2960V/2970V/2980V/2990V/3000V/3010V/3020V/3030V/3040V/3050V/3060V/3070V/3080V/3090V/3100V/3110V/3120V/3130V/3140V/3150V/3160V/3170V/3180V/3190V/3200V/3210V/3220V/3230V/3240V/3250V/3260V/3270V/3280V/3290V/3300V/3310V/3320V/3330V/3340V/3350V/3360V/3370V/3380V/3390V/3400V/3410V/3420V/3430V/3440V/3450V/3460V/3470V/3480V/3490V/3500V/3510V/3520V/3530V/3540V/3550V/3560V/3570V/3580V/3590V/3600V/3610V/3620V/3630V/3640V/3650V/3660V/3670V/3680V/3690V/3700V/3710V/3720V/3730V/3740V/3750V/3760V/3770V/3780V/3790V/3800V/3810V/3820V/3830V/3840V/3850V/3860V/3870V/3880V/3890V/3900V/3910V/3920V/3930V/3940V/3950V/3960V/3970V/3980V/3990V/4000V/4010V/4020V/4030V/4040V/4050V/4060V/4070V/4080V/4090V/4100V/4110V/4120V/4130V/4140V/4150V/4160V/4170V/4180V/4190V/4200V/4210V/4220V/4230V/4240V/4250V/4260V/4270V/4280V/4290V/4300V/4310V/4320V/4330V/4340V/4350V/4360V/4370V/4380V/4390V/4400V/4410V/4420V/4430V/4440V/4450V/4460V/4470V/4480V/4490V/4500V/4510V/4520V/4530V/4540V/4550V/4560V/4570V/4580V/4590V/4600V/4610V/4620V/4630V/4640V/4650V/4660V/4670V/4680V/4690V/4700V/4710V/4720V/4730V/4740V/4750V/4760V/4770V/4780V/4790V/4800V/4810V/4820V/4830V/4840V/4850V/4860V/4870V/4880V/4890V/4900V/4910V/4920V/4930V/4940V/4950V/4960V/4970V/4980V/4990V/5000V/5010V/5020V/5030V/5040V/5050V/5060V/5070V/5080V/5090V/5100V/5110V/5120V/5130V/5140V/5150V/5160V/5170V/5180V/5190V/5200V/5210V/5220V/5230V/5240V/5250V/5260V/5270V/5280V/5290V/5300V/5310V/5320V/5330V/5340V/5350V/5360V/5370V/5380V/5390V/5400V/5410V/5420V/5430V/5440V/5450V/5460V/5470V/5480V/5490V/5500V/5510V/5520V/5530V/5540V/5550V/5560V/5570V/5580V/5590V/5600V/5610V/5620V/5630V/5640V/5650V/5660V/5670V/5680V/5690V/5700V/5710V/5720V/5730V/5740V/5750V/5760V/5770V/5780V/5790V/5800V/5810V/5820V/5830V/5840V/5850V/5860V/5870V/5880V/5890V/5900V/5 |        |          |                 |             |                 |         |      |         |       |         |                |            |                   |

## DAT

GTR ENGINEERING, LLC  
2340 W. PARKSIDE LN, STE H10  
PHOENIX, ARIZONA 85027  
PHONE: (602) 241-1144  
CONTACT: JADE GOULD, PE

ATWELL  
7700 E. SOUTHERN AVE.  
MESA, ARIZONA 85205  
PHONE: (480) 218-8833  
CT: TED NORTHROP

FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN THE  
 FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES

## DAT

**602-263-1180 • STPH**

- 1 - COVER SHEET
- 2 - STREET LIGHT
- 3 - STREET LIGHT
- 4 - PHOTOMETER
- 5 - PHOTOMETER

TIERRA VERDE 2018, LLC  
4248 N. CRAFTSMAN COURT, S.  
SCOTTSDALE, ARIZONA 85252  
PHONE: (480) 285-3061  
CONTACT: MARY WOLFE

GTR ENGINEERING, LLC  
2340 W. PARKSIDE LN, STE H10  
PHOENIX, ARIZONA 85027  
PHONE: (602) 241-1144  
CONTACT: JADE GOULD, PE

ATWELL  
7700 E. SOUTHERN AVE.  
MESA, ARIZONA 85205  
PHONE: (480) 218-8833  
CT: TED NORTHROP

FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN THE  
 FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES

## DAT

COVER  
RIGHT 110

# STREET LIGHT PLANS

**UIK**  
Engineering

|                       |          |  |  |  |
|-----------------------|----------|--|--|--|
| Professional Engineer |          |  |  |  |
| CITY COMMENTS         |          |  |  |  |
| DATE                  | 06/03/20 |  |  |  |

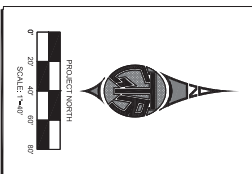
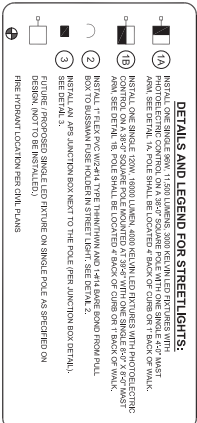
1 SHEET

|                         |      |
|-------------------------|------|
| GTR Project #: 19SP2276 |      |
| Collected By            | File |

|             |    |            |
|-------------|----|------------|
| Refined By: | JL | 08/14/2010 |
|-------------|----|------------|



### **DETAILS AND LEGEND FOR STREETLIGHTS:**

[illegible]

## (Studies re

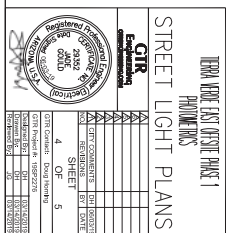
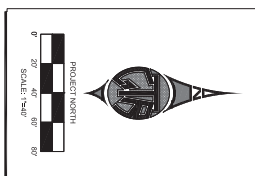
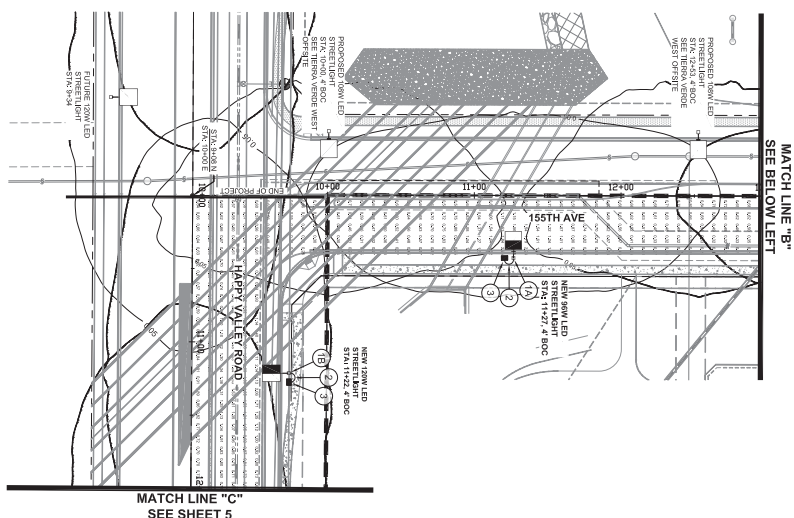
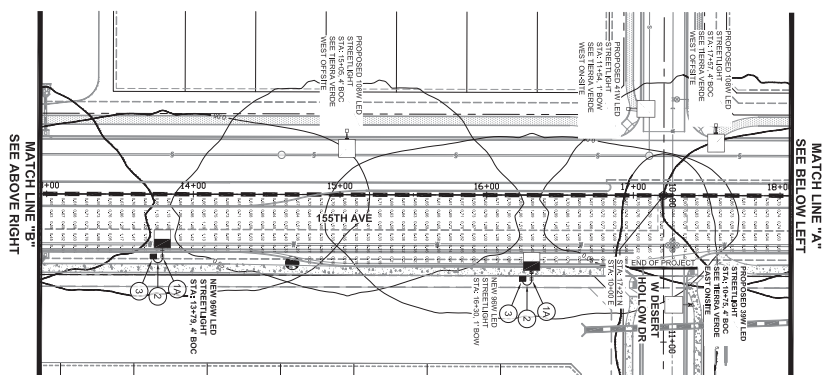
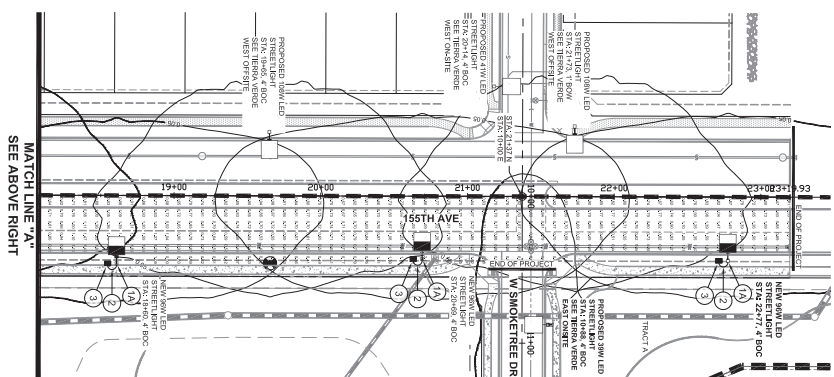
GE LEADING SOLUTIONS FIRST 12 MONTHS US\$ export no.  
 1701221 1701321 1701421 1701521 1701621 1701721 1701821 1701921 1702021 1702121 1702221 1702321 1702421 1702521 1702621 1702721 1702821 1702921 1703021 1703121 1703221 1703321 1703421 1703521 1703621 1703721 1703821 1703921 1704021 1704121 1704221 1704321 1704421 1704521 1704621 1704721 1704821 1704921 1705021 1705121 1705221 1705321 1705421 1705521 1705621 1705721 1705821 1705921 1706021 1706121 1706221 1706321 1706421 1706521 1706621 1706721 1706821 1706921 1707021 1707121 1707221 1707321 1707421 1707521 1707621 1707721 1707821 1707921 1708021 1708121 1708221 1708321 1708421 1708521 1708621 1708721 1708821 1708921 1709021 1709121 1709221 1709321 1709421 1709521 1709621 1709721 1709821 1709921 1710021 1710121 1710221 1710321 1710421 1710521 1710621 1710721 1710821 1710921 1711021 1711121 1711221 1711321 1711421 1711521 1711621 1711721 1711821 1711921 1712021 1712121 1712221 1712321 1712421 1712521 1712621 1712721 1712821 1712921 1713021 1713121 1713221 1713321 1713421 1713521 1713621 1713721 1713821 1713921 1714021 1714121 1714221 1714321 1714421 1714521 1714621 1714721 1714821 1714921 1715021 1715121 1715221 1715321 1715421 1715521 1715621 1715721 1715821 1715921 1716021 1716121 1716221 1716321 1716421 1716521 1716621 1716721 1716821 1716921 1717021 1717121 1717221 1717321 1717421 1717521 1717621 1717721 1717821 1717921 1718021 1718121 1718221 1718321 1718421 1718521 1718621 1718721 1718821 1718921 1719021 1719121 1719221 1719321 1719421 1719521 1719621 1719721 1719821 1719921 1720021 1720121 1720221 1720321 1720421 1720521 1720621 1720721 1720821 1720921 1721021 1721121 1721221 1721321 1721421 1721521 1721621 1721721 1721821 1721921 1722021 1722121 1722221 1722321 1722421 1722521 1722621 1722721 1722821 1722921 1723021 1723121 1723221 1723321 1723421 1723521 1723621 1723721 1723821 1723921 1724021 1724121 1724221 1724321 1724421 1724521 1724621 1724721 1724821 1724921 1725021 1725121 1725221 1725321 1725421 1725521 1725621 1725721 1725821 1725921 1726021 1726121 1726222 1726322 1726422 1726522 1726622 1726722 1726822 1726922 1727022 1727122 1727222 1727322 1727422 1727522 1727622 1727722 1727822 1727922 1728022 1728122 1728222 1728322 1728422 1728522 1728622 1728722 1728822 1728922 1729022 1729122 1729222 1729322 1729422 1729522 1729622 1729722 1729822 1729922 1730022 1730122 1730222 1730322 1730422 1730522 1730622 1730722 1730822 1730922 1731022 1731122 1731222 1731322 1731422 1731522 1731622 1731722 1731822 1731922 1732022 1732122 1732222 1732322 1732422 1732522 1732622 1732722 1732822 1732922 1733022 1733122 1733222 1733322 1733422 1733522 1733622 1733722 1733822 1733922 1734022 1734122 1734222 1734322 1734422 1734522 1734622 1734722 1734822 1734922 1735022 1735122 1735222 1735322 1735422 1735522 1735622 1735722 1735822 1735922 1736022 1736122 1736222 1736322 1736422 1736522 1736622 1736722 1736822 1736922 1737022 1737122 1737222 1737322 1737422 1737522 1737622 1737722 1737822 1737922 1738022 1738122 1738222 1738322 1738422 1738522 1738622 1738722 1738822 1738922 1739022 1739122 1739222 1739322 1739422 1739522 1739622 1739722 1739822 1739922 1740022 1740122 1740222 1740322 1740422 1740522 1740622 1740722 1740822 1740922 1741022 1741122 1741222 1741322 1741422 1741522 1741622 1741722 1741822 1741922 1742022 1742122 1742222 1742322 1742422 1742522 1742622 1742722 1742822 1742922 1743022 1743122 1743222 1743322 1743422 1743522 1743622 1743722 1743822 1743922 1744022 1744122 1744222 1744322 1744422 1744522 1744622 1744722 1744822 1744922 1745022 1745122 1745222 1745322 1745422 1745522 1745622 1745722 1745822 1745922 1746022 1746122 1746222 1746322 1746422 1746522 1746622 1746722 1746822 1746922 1747022 1747122 1747222 1747322 1747422 1747522 1747622 1747722 1747822 1747922 1748022 1748122 1748222 1748322 1748422 1748522 1748622 1748722 1748822 1748922 1749022 1749122 1749222 1749322 1749422 1749522 1749622 1749722 1749822 1749922 1750022 1750122 1750222 1750322 1750422 1750522 1750622 1750722 1750822 1750922 1751022 1751122 1751222 1751322 1751422 1751522 1751622 1751722 1751822 1751922 1752022

**TERRA VERDE EAST OFFSITE  
155TH AVE AND HAPPY VALLEY RD  
PHASE 1 STREETLIGHT PLANS  
SURPRISE, ARIZONA**

**A PORTION OF SOUTHWEST QUARTER OF SECTION 4 NORTH,  
RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,  
MARICOPA COUNTY, ARIZONA**

ONE SINGLE 96W, 11,500 LUMENS, 3000 KELVIN LED FIXTURES WITH

1.  SINGLE POLE WITH SINGLE FOOT
2.  SINGLE POLE WITH TWO FEET
3.  SINGLE POLE WITH THREE FEET
4.  SINGLE POLE WITH FOUR FEET
5.  SINGLE POLE WITH FIVE FEET
6.  SINGLE POLE WITH SIX FEET
7.  SINGLE POLE WITH SEVEN FEET
8.  SINGLE POLE WITH EIGHT FEET
9.  SINGLE POLE WITH NINE FEET
10.  SINGLE POLE WITH TEN FEET
11.  SINGLE POLE WITH ELEVEN FEET
12.  SINGLE POLE WITH TWELVE FEET
13.  SINGLE POLE WITH THIRTEEN FEET
14.  SINGLE POLE WITH FOURTEEN FEET
15.  SINGLE POLE WITH FIFTEEN FEET
16.  SINGLE POLE WITH SIXTEEN FEET
17.  SINGLE POLE WITH SEVENTEEN FEET
18.  SINGLE POLE WITH EIGHTEEN FEET
19.  SINGLE POLE WITH NINETEEN FEET
20.  SINGLE POLE WITH TWENTY FEET
21.  SINGLE POLE WITH TWENTY-ONE FEET
22.  SINGLE POLE WITH TWENTY-TWO FEET
23.  SINGLE POLE WITH TWENTY-THREE FEET
24.  SINGLE POLE WITH TWENTY-FOUR FEET
25.  SINGLE POLE WITH TWENTY-FIVE FEET
26.  SINGLE POLE WITH TWENTY-SIX FEET
27.  SINGLE POLE WITH TWENTY-SEVEN FEET
28.  SINGLE POLE WITH TWENTY-EIGHT FEET
29.  SINGLE POLE WITH TWENTY-NINE FEET
30.  SINGLE POLE WITH THIRTY FEET
31.  SINGLE POLE WITH THIRTY-ONE FEET
32.  SINGLE POLE WITH THIRTY-TWO FEET
33.  SINGLE POLE WITH THIRTY-THREE FEET
34.  SINGLE POLE WITH THIRTY-FOUR FEET
35.  SINGLE POLE WITH THIRTY-FIVE FEET
36.  SINGLE POLE WITH THIRTY-SIX FEET
37.  SINGLE POLE WITH THIRTY-SEVEN FEET
38.  SINGLE POLE WITH THIRTY-EIGHT FEET
39.  SINGLE POLE WITH THIRTY-NINE FEET
40.  SINGLE POLE WITH FORTY FEET
41.  SINGLE POLE WITH FORTY-ONE FEET
42.  SINGLE POLE WITH FORTY-TWO FEET
43.  SINGLE POLE WITH FORTY-THREE FEET
44.  SINGLE POLE WITH FORTY-FOUR FEET
45.  SINGLE POLE WITH FORTY-FIVE FEET
46.  SINGLE POLE WITH FORTY-SIX FEET
47.  SINGLE POLE WITH FORTY-SEVEN FEET
48.  SINGLE POLE WITH FORTY-EIGHT FEET
49.  SINGLE POLE WITH FORTY-NINE FEET
50.  SINGLE POLE WITH FIFTY FEET
51.  SINGLE POLE WITH FIFTY-ONE FEET
52.  SINGLE POLE WITH FIFTY-TWO FEET
53.  SINGLE POLE WITH FIFTY-THREE FEET
54.  SINGLE POLE WITH FIFTY-FOUR FEET
55.  SINGLE POLE WITH FIFTY-FIVE FEET
56.  SINGLE POLE WITH FIFTY-SIX FEET
57.  SINGLE POLE WITH FIFTY-SEVEN FEET
58.  SINGLE POLE WITH FIFTY-EIGHT FEET
59.  SINGLE POLE WITH FIFTY-NINE FEET
60.  SINGLE POLE WITH SIXTY FEET
61.  SINGLE POLE WITH SIXTY-ONE FEET
62.  SINGLE POLE WITH SIXTY-TWO FEET
63.  SINGLE POLE WITH SIXTY-THREE FEET
64.  SINGLE POLE WITH SIXTY-FOUR FEET
65.  SINGLE POLE WITH SIXTY-FIVE FEET
66.  SINGLE POLE WITH SIXTY-SIX FEET
67.  SINGLE POLE WITH SIXTY-SEVEN FEET
68.  SINGLE POLE WITH SIXTY-EIGHT FEET
69.  SINGLE POLE WITH SIXTY-NINE FEET
70.  SINGLE POLE WITH SEVENTY FEET
71.  SINGLE POLE WITH SEVENTY-ONE FEET
72.  SINGLE POLE WITH SEVENTY-TWO FEET
73.  SINGLE POLE WITH SEVENTY-THREE FEET
74.  SINGLE POLE WITH SEVENTY-FOUR FEET
75.  SINGLE POLE WITH SEVENTY-FIVE FEET
- 76.



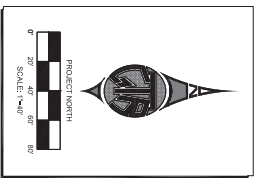


```
lamp09: LEDs E21A  
lamp09: 1f, with 1x1330 1x2022 4x60  
1 lamp09 per luminaire, photometrically to absolute  
Light loss Factor = 0.900, with per luminaire = 96  
Outreach (from mounting aids to photometric center) ~ 60 in  
mounting height= 31.5 ft  
number locations= 5, number luminaires= 5
```

| HAPPY VALLEY ROAD (HA) IMPROVEMENT |      |
|------------------------------------|------|
| 1986 points at z=50, sp. 8H by 8H  |      |
| HORIZONTAL FOOTCANDLES             |      |
| Maximum                            | 2.28 |
| Minimum                            | 0.32 |
| Avg/Min                            | 2.57 |
| Max/Min                            | 7.16 |
| Standard                           | 1.47 |
| Unfired                            | 1.89 |

### DETAILS AND LEGEND FOR STREET LIGHTS:

- [illegible]

[illegible]

[illegible][illegible]

ELECTRICAL, MAINTENANCE COST OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT DEVELOPMENTS STREET LIGHT IMPROVEMENT DISTRICT (SLID), THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

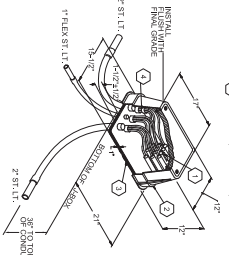
① 39W LED  
(APS 8030),  
DETAIL 1



1 1" FLEX CONDUIT  
2 IN LINE FUSE HOLDER WITH 15AMP FUSE  
3 CONNECT BUTT-SPlice #10-#14



- 1 SET SCREW INSULATED JUNCTION BOX
- 2 JUNCTION BOX 10"X15"X12"
- 3 CONCRETE GROUT PREMIK

[illegible]

| DESCRIPTION        | PHONE          | DATE       |
|--------------------|----------------|------------|
| REPRESENTATIVE     |                | 06-03-2019 |
| MONITOR HOLIDAY    | (800) 256-1000 | 06-03-2019 |
| STEVE RANNEY       | (800) 934-8002 | 06-03-2019 |
| ZACH STEINSON      | (800) 944-2072 | 06-03-2019 |
| COX COMMUNICATIONS | (823) 322-2115 | 06-03-2019 |

[illegible]

**LEAD NOTE:** LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATIONS AT THE TIME OF BIDDING AND CONSTRUCTION.

-  1 INSTALL ONE 30W LUMEN, 3000 KELVIN LED FIXTURE WITH PHOTOELECTRIC ANGLE OF VIEW, 1 POLE SHALL BE LOCATED AT BACK OF CURB ON THE SIDE OF THE STREET.
-  2 INSTALL TWO OR MORE THAN TWO THUNDER AND LIGHT BOLT PROOF POLYMER BOX TO DISSEMINATE WIRE HOLDER IN STREET LIGHT; SEE DETAIL C.
-  3 INSTALL AN 8'x8 JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL A.

FUTURE PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN, (NOT TO BE INSTALLED).

PAGE MIDPOINT LOCATION PER CITY PLANS

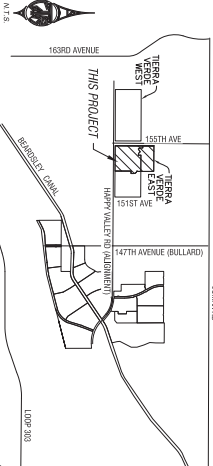


Figure 1 consists of five diagrams, numbered 1 through 5, illustrating the correct and incorrect use of a hand saw. Each diagram shows a person's hand and arm in a different position relative to the saw blade.

- Diagram 1:** Shows a person's hand holding the saw handle with the back of the hand facing the blade. The blade is positioned vertically, and the person is in a stance that allows for a controlled sawing motion. This is labeled as the correct use.
- Diagram 2:** Shows a person's hand holding the saw handle with the palm facing the blade. This is labeled as an incorrect use.
- Diagram 3:** Shows a person's hand holding the saw handle with the back of the hand facing the blade. The blade is positioned vertically, and the person is in a stance that allows for a controlled sawing motion. This is labeled as the correct use.
- Diagram 4:** Shows a person's hand holding the saw handle with the palm facing the blade. This is labeled as an incorrect use.
- Diagram 5:** Shows a person's hand holding the saw handle with the back of the hand facing the blade. The blade is positioned vertically, and the person is in a stance that allows for a controlled sawing motion. This is labeled as the correct use.

BEFORE YOU DIAL  
**602-253-1100**  
**1-800-STRIKE-IT**  
 (DOWSIDE MARKS COMPANY)

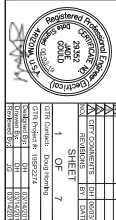
TIERRA VERDE 2018, LLC  
4248 N. CRAFTSMAN COURT, STE 100  
SCOTTSDALE, ARIZONA 85251  
PHONE: (480) 285-3061  
CONTACT: MARK VOIGT

2340 W. PARKSIDE LN, STE H109  
PHOENIX, ARIZONA 85027  
PHONE: (602) 241-1144  
CONTACT: JADE GOULD, PE

4700 E. SOUTHERN AVE.,  
MESA, ARIZONA 85206  
PHONE: (480) 218-9931  
CONTACT: TED NORTHROP JR., P.E.

## DATA

## CONCRETE SHEET STREET LIGHT PLANS



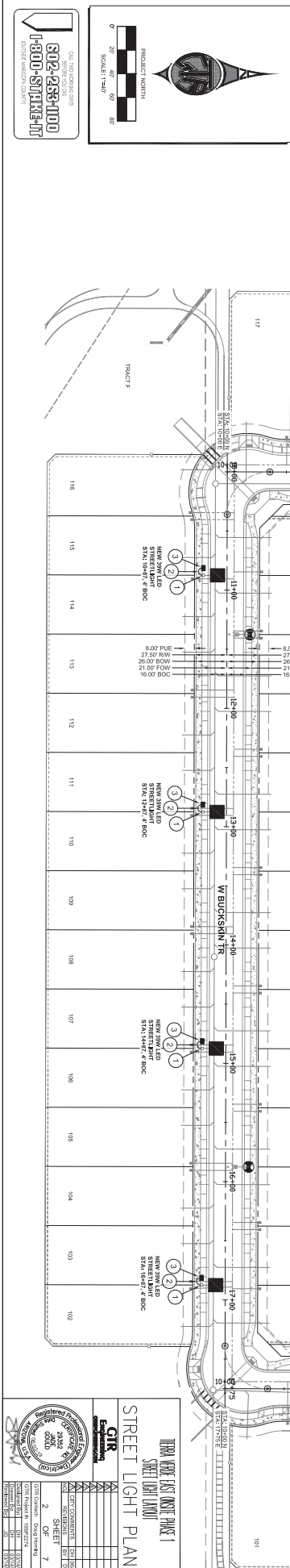


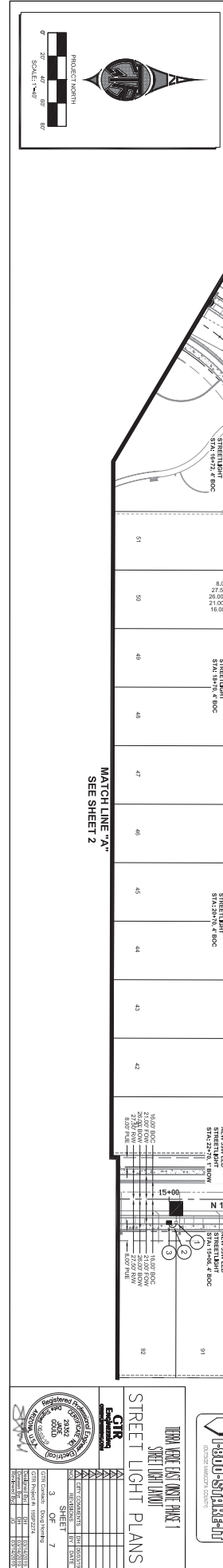
**DETAILS & LEGEND FOR STRUCTURE LIGHTS:**

- INSTALL ONE 30W, 4000 LUMEN, 2000 K LED STRUCTURE LIGHT WITH POLE ELECTRICAL CONNECTION TO THE MAIN ELECTRICAL PANEL. SEE DETAIL 1.
- POLE SHALL BE COATED & KICK OR CHISEL OR BASH OR WALK AWAY. SEE DETAIL 1.
- INSTALL 1" FLEXIC W/ 2" THIN FINISH AND 1/4" BORE DRILL FROM HULL BOLT TO BISSUMBA FLEX HOODEN STRUCTURE LIGHT. SEE DETAIL 2.
- INSTALL AN JOE JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL. SEE DETAIL 3.

PLUMBING: PROPOSED SINGLE LED FIXTURE ON SINGLE POLE, AS SPECIFIED ON DESIGN, WON'T BE INSTALLED.

THE HYDRANT LOCATION PER CITY PLANS



[illegible]



**INSTALL ONE AND TWO FOR STREET LIGHTS:**

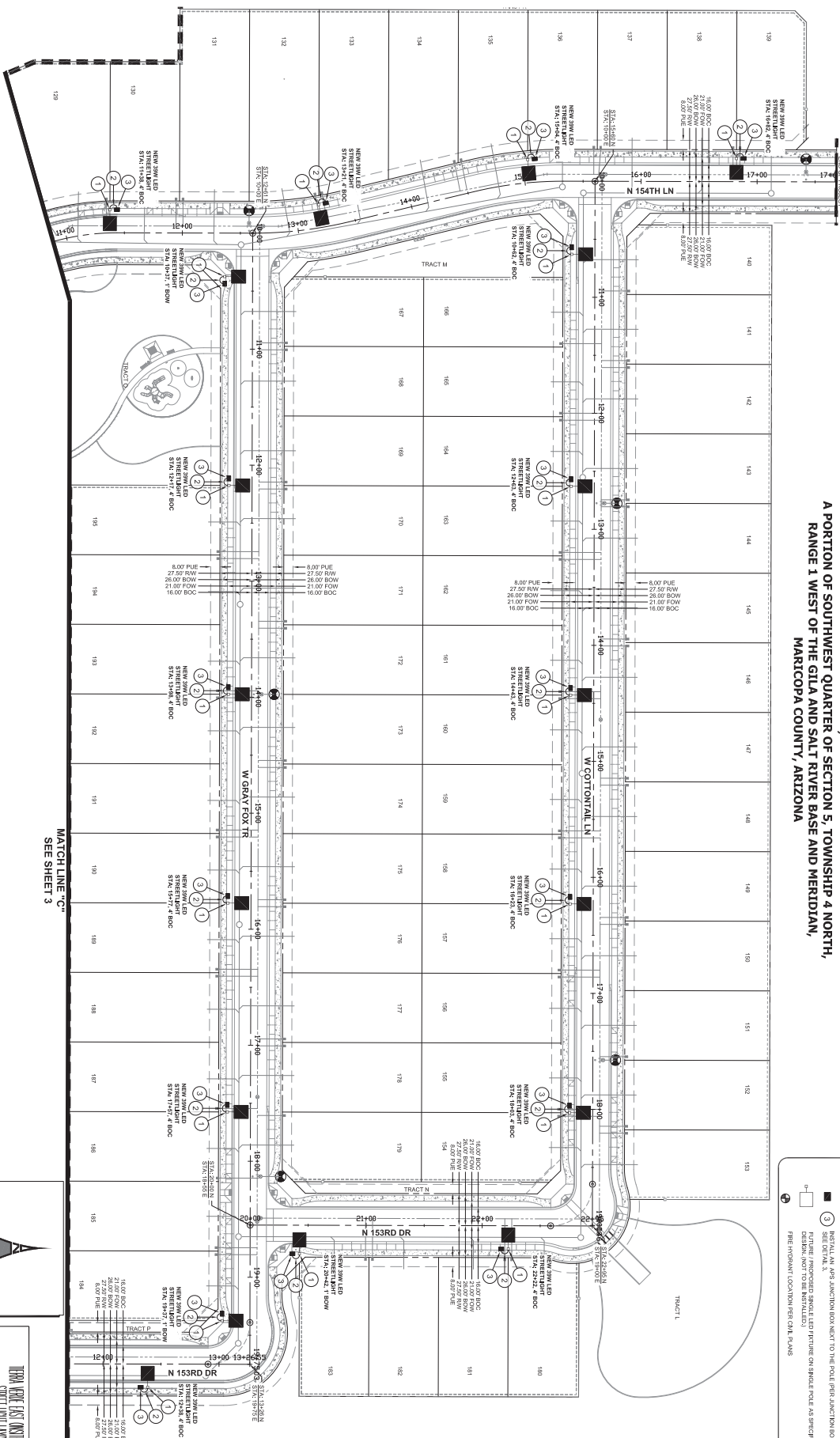
INSTALL ONE 3W, 400 LUMEN, 3000 KELVIN LED PEX/UV PROTECTIVE COATING ON A 6" SQUARE HOLE MOUNTED AT 72" W/ ONE SINGLE 2" HAT BOLT. 1" x 1/2" x 1/2" NUT AND WASHERS AND ONE 1/2" x 1/2" x 1/2" WASHER TO SUBSTANTIALLY REDUCE STREET LIGHTS SEE DETAIL 1.

INSTALL ONE 3W JUNCTION BOX NEXT TO THE POLE PER DETAIL 1.2 SEE DETAIL 1.

1. FUTURE PEX/UV PROTECTIVE COATING ON SINGLE POLE AS SPECIFIED ON FUTURE MOUNT LOCATION RECALL 5.16.06

2.    

3.    



MATCH LINE "C"  
SEE SHEET 3



**802-238-1100**  
 SERVICE DIVISION  
**1-800-238-1100**

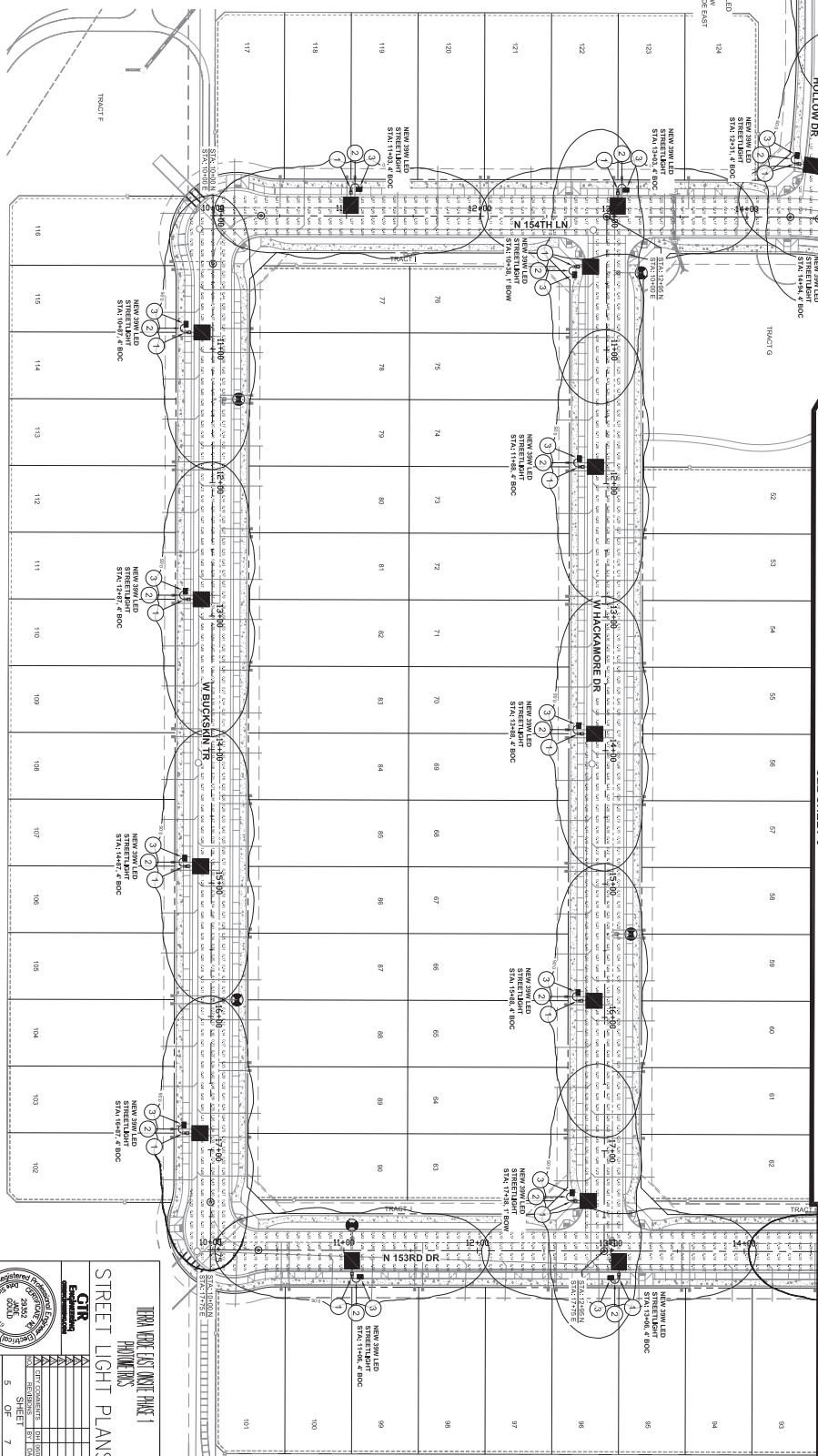
ONE WASHINGTON DRIVE  
 WASHINGTON, D.C. 20540



PROJECT NORTH



0 25 50 100 150  
 FEET  
 SCALE: 1"=50'

[illegible]


 CALL FOR MORE INFO  
 602-253-1100  
 1-800-SAN-DIEGO  
 602-593-6100  
 602-593-6100

[illegible]

### DETAILS AND LEGEND FOR STREET LIGHTS:

- [illegible]

| TERRA VERDE EAST PHASE 1<br>RESIDENTIAL FOOTCANDLES |                        |
|-----------------------------------------------------|------------------------|
|                                                     | HORIZONTAL FOOTCANDLES |
| Average                                             | 0.52                   |
| Minimum                                             | 2.28                   |
| Maximum                                             | 0.07                   |
| Asph/Flt                                            | 7.67                   |
| Asph/Grd                                            | 20.40                  |
| Grd/Grd                                             | 0.30                   |
| Cord Vap                                            | 2.21                   |
| Uniford                                             |                        |

[illegible]



**DETAILS AND LEGEND FOR STREETLIGHTS:**

1. INSIST ON A WALK-TOGGLE POLE LOCATION. A WALK-TOGGLE POLE SHOULD BE PLACED IN THE WALK-TOGGLE POLE LOCATION. A WALK-TOGGLE POLE SHOULD BE PLACED IN THE WALK-TOGGLE POLE LOCATION. A WALK-TOGGLE POLE SHOULD BE PLACED IN THE WALK-TOGGLE POLE LOCATION.
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[illegible][illegible]

1. A PHOTOGRAPH/INTERVIEW HAS BEEN MADE TO SHOW THE LOOKING OF ALL THE CONTRACTORS. THE CONTRACTORS SHOULD BE DRESSED IN CLEAN AND PROPER CLOTHING AND MUST WEAR A PROPERLY IDENTIFYING NAME TAG. THE CONTRACTORS SHOULD BE DRESSED IN CLEAN AND PROPER CLOTHING AND MUST WEAR A PROPERLY IDENTIFYING NAME TAG. THE CONTRACTORS SHOULD BE DRESSED IN CLEAN AND PROPER CLOTHING AND MUST WEAR A PROPERLY IDENTIFYING NAME TAG.
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9. THE CONTRACTORS SHOULD BE DRESSED IN CLEAN AND PROPER CLOTHING AND MUST WEAR A PROPERLY IDENTIFYING NAME TAG. THE CONTRACTORS SHOULD BE DRESSED IN CLEAN AND PROPER CLOTHING AND MUST WEAR A PROPERLY IDENTIFYING NAME TAG.
10. THE CONTRACTORS SHOULD BE DRESSED IN CLEAN AND PROPER CLOTHING AND MUST WEAR A PROPERLY IDENTIFYING NAME TAG. THE CONTRACTORS SHOULD BE DRESSED IN CLEAN AND PROPER CLOTHING AND MUST WEAR A PROPERLY IDENTIFYING NAME TAG.

[illegible]

ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADVANCE DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SPRINGFIELD'S ENERGY BILL.

96W LED  
(APS 8030)  
DETAIL 1A

120W LED  
(APS 8030)  
DETAIL 1B

(APS 8130)  
DETAIL 2

(APS 8655)  
DETAIL 3



| DESCRIPTION                  | PHONE          | DATE       |
|------------------------------|----------------|------------|
| REPRESENTATIVE               |                | 06-26-6918 |
| AGS                          | (002) 250-1000 | 06-26-6918 |
| MONTHLY HOLIDAY              | (002) 00-0400  | 06-26-6918 |
| CENTURY LINK                 | (002) 00-0400  | 06-26-6918 |
| DEBIT ROMEY                  | (002) 446-9710 | 06-26-6918 |
| COX COMMUNICATIONS           | (002) 252-2115 | 06-26-6918 |
| THE TROPIC MANAGEMENT CENTER |                | 06-26-6918 |

(601) 368-2600 ext. 200  
**800-236-1100**  
**1-800-SIT-IT**  
 (outside Mississippi, Canada)

**OWNER/DEVELOPER**  
 HENNER ASSOCIATES, LLC  
 4240 W. 10TH AVE., SUITE 100  
 SCOTTSDALE, ARIZONA 85257  
 PHONE: (480) 256-0081  
 FAX: (480) 256-0087  
 CONTACT: JIM HENNER

**ELECTRICAL ENGINEER**

**CIVIL ENGINEER**

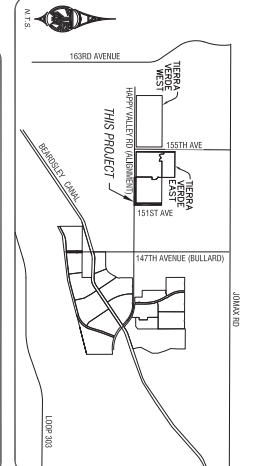
**1. RACE TRACK**  
 A diagram showing a wire (WIRE) running parallel to a cable (CABLE) in a trench. A note indicates: "WIRE IN RACE TRACK WITH CABLE. IF CABLE BREAKS, WIRE CAN BE DAMAGED." A 10' dimension is shown along the trench.

**2. POINT TO POINT**  
 A diagram showing a wire (WIRE) connected to a cable (CABLE) at a single point. A note indicates: "WIRE IN POINT TO POINT WITH CABLE. IF CABLE BREAKS, WIRE CAN BE DAMAGED." A 10' dimension is shown.

**3. POINT TO POINT**  
 A diagram showing a wire (WIRE) connected to a cable (CABLE) at a single point. A note indicates: "WIRE IN POINT TO POINT WITH CABLE. IF CABLE BREAKS, WIRE CAN BE DAMAGED." A 10' dimension is shown.

**4. POINT TO POINT**  
 A diagram showing a wire (WIRE) connected to a cable (CABLE) at a single point. A note indicates: "WIRE IN POINT TO POINT WITH CABLE. IF CABLE BREAKS, WIRE CAN BE DAMAGED." A 10' dimension is shown.

**5. POINT TO POINT**  
 A diagram showing a wire (WIRE) connected to a cable (CABLE) at a single point. A note indicates: "WIRE IN POINT TO POINT WITH CABLE. IF CABLE BREAKS, WIRE CAN BE DAMAGED." A 10' dimension is shown.



**DETAILS AND LEGEND FOR STREETLIGHTS:**

INSTALL ONE SINGLE ROW 11'60" LUMEN, 3000 KELVIN LED FIXTURES WITH 11'60" MAST AND DETAIL 1A. POLE SHALL BE COATED BLACK OR DARK GRAY 1" BACK OF WALK.

INSTALL ONE SINGLE ROW 11'60" LUMEN, 3000 KELVIN LED FIXTURES WITH 11'60" MAST AND DETAIL 1B. POLE SHALL BE COATED BLACK OR DARK GRAY 1" BACK OF WALK.

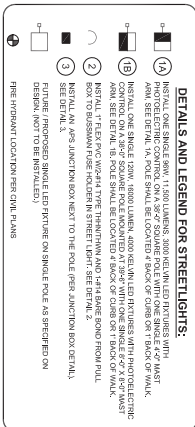
INSTALL 1" FLEX PVC W/ 6" 1/4" PLY THINNING AND 1/4" DIA BARS BEND FROM PULL.

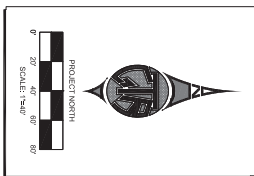
NOTE TO BIDDING: RUN HOOD IN STREET LIGHT. SEE DETAIL 2.

INSTALL AN 1/4" JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL).

SEE DETAIL 3.

INSTALL PROPOSED SINGLE LED FIXTURE ONCE POLE IS SPECIFIED.



[illegible]Page 49 of 160

(Studies results is in *Alvarado*,

 $\uparrow = \text{total number of}$ 

EAST CLEVELAND OH USA 1

 $\text{bits per luminance} = 96$ 

luminaires= 5

151SI A  
588 ng/nlAverage  
Maximum

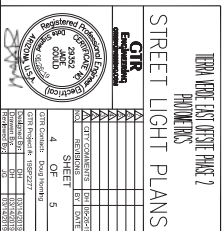
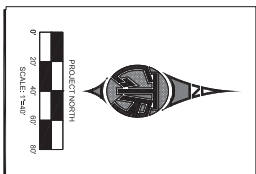
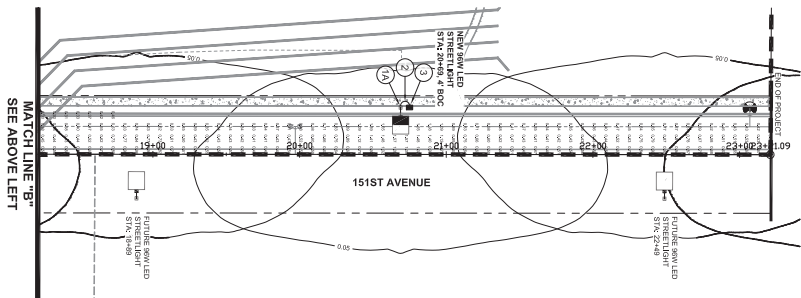
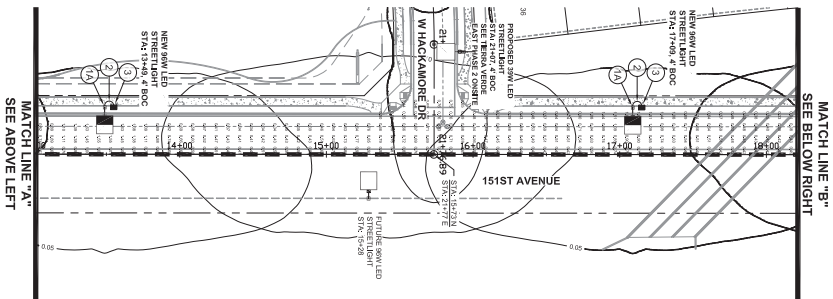
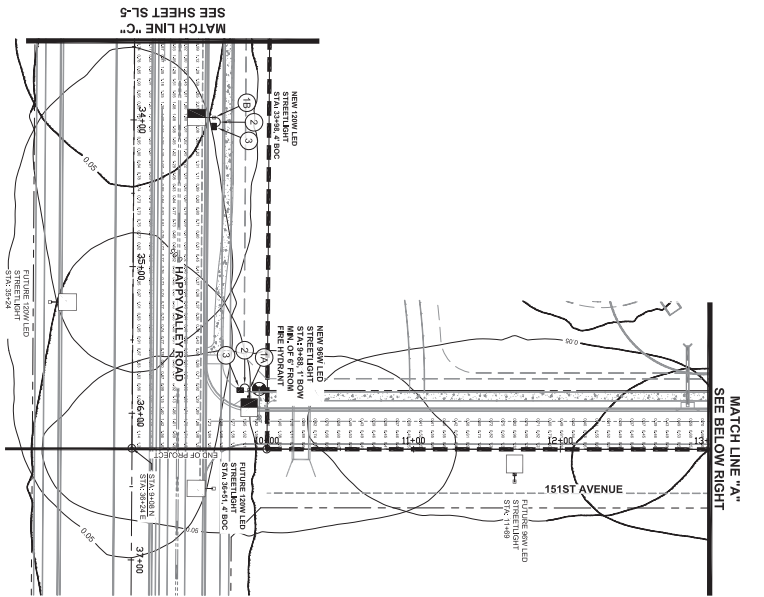
Max:Min

**TERRA VERDE EAST OFFSITE PHASE 2  
151TH AVENUE AND HAPPY VALLEY ROAD  
STREETLIGHT PLANS  
SURPRISE, ARIZONA**

A PORTION OF SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH,  
RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,  
MARICOPA COUNTY, ARIZONA

INSTALL ONE SINGLE 96W, 11,500 LUMENS, 3000 KELVIN LED FIXTURE

- FIRE HYDRANT LOCATION PER CIVIL PLANS







# ENGINEERS NOTES

1. A THOROUGH ATTEMPT SHALL BE MADE TO SHOW THE LOCATION OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE ANY CHANGES TO THE PLANS. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY CHANGES TO THE PLANS.
2. PRIOR TO BEING THE WORK, THE CONTRACTOR SHALL THOROUGHLY VERIFY THE LOCATION OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, MATERIALS, OR EQUIPMENT ON ANY LOCATIONS OR REPAIRS THEREIN.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, MATERIALS, OR EQUIPMENT ON ANY LOCATIONS OR REPAIRS THEREIN.
4. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE CONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR CONFINING THE RELOCATION OF ANY OBSTRUCTIONS IN THE CONTRACT DOCUMENTS SHALL CREATE. WORK SHALL BE CONFINED TO THE LOCATION OF ANY OBSTRUCTIONS.
6. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE LOCATION OF ANY OBSTRUCTIONS. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE LOCATION OF ANY OBSTRUCTIONS.
7. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE LOCATION OF ANY OBSTRUCTIONS. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE LOCATION OF ANY OBSTRUCTIONS.
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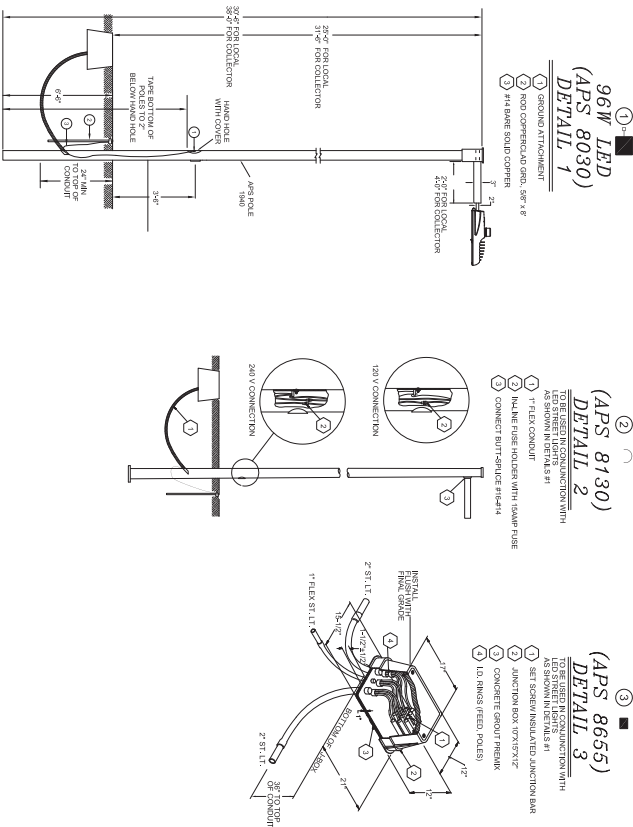
## CITY OF SURPRISE NOTES

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) PLANS, SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON THE PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, MATERIALS, OR EQUIPMENT ON ANY LOCATIONS OR REPAIRS THEREIN.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, MATERIALS, OR EQUIPMENT ON ANY LOCATIONS OR REPAIRS THEREIN.
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9. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, MATERIALS, OR EQUIPMENT ON ANY LOCATIONS OR REPAIRS THEREIN.
10. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, MATERIALS, OR EQUIPMENT ON ANY LOCATIONS OR REPAIRS THEREIN.

## GENERAL NOTES

1. THE ELECTRICAL MAINTENANCE COST OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID TO THE CITY OF SURPRISE'S FINANCIAL BILL.

# TERRA VERDE PARCEL III STREETLIGHT PLANS SURPRISE, ARIZONA A PORTION OF SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASIN AND MERIDIAN, MARICOPA COUNTY, ARIZONA



## UTILITY COORDINATION LIST

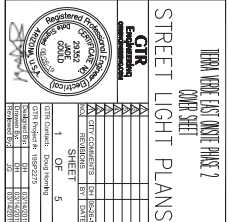
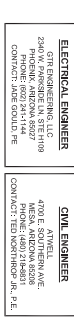
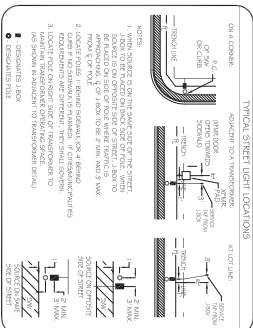
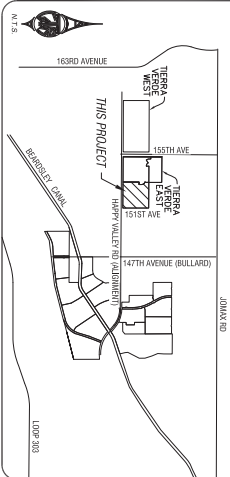
| DESCRIPTION        | REPRESENTATIVE | PHONE          | DATE       |
|--------------------|----------------|----------------|------------|
| APS                | MARCUS HOLLAND | (602) 256-1000 | 06-28-2019 |
| AT&T               | JOHN J. JAMES  | (602) 256-1000 | 06-28-2019 |
| SOUTHWEST GAS      | ZACH STEINSON  | (602) 256-1000 | 06-28-2019 |
| COX COMMUNICATIONS | TIMOTHY MAGNAN | (602) 256-1000 | 06-28-2019 |

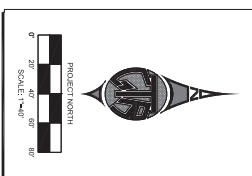
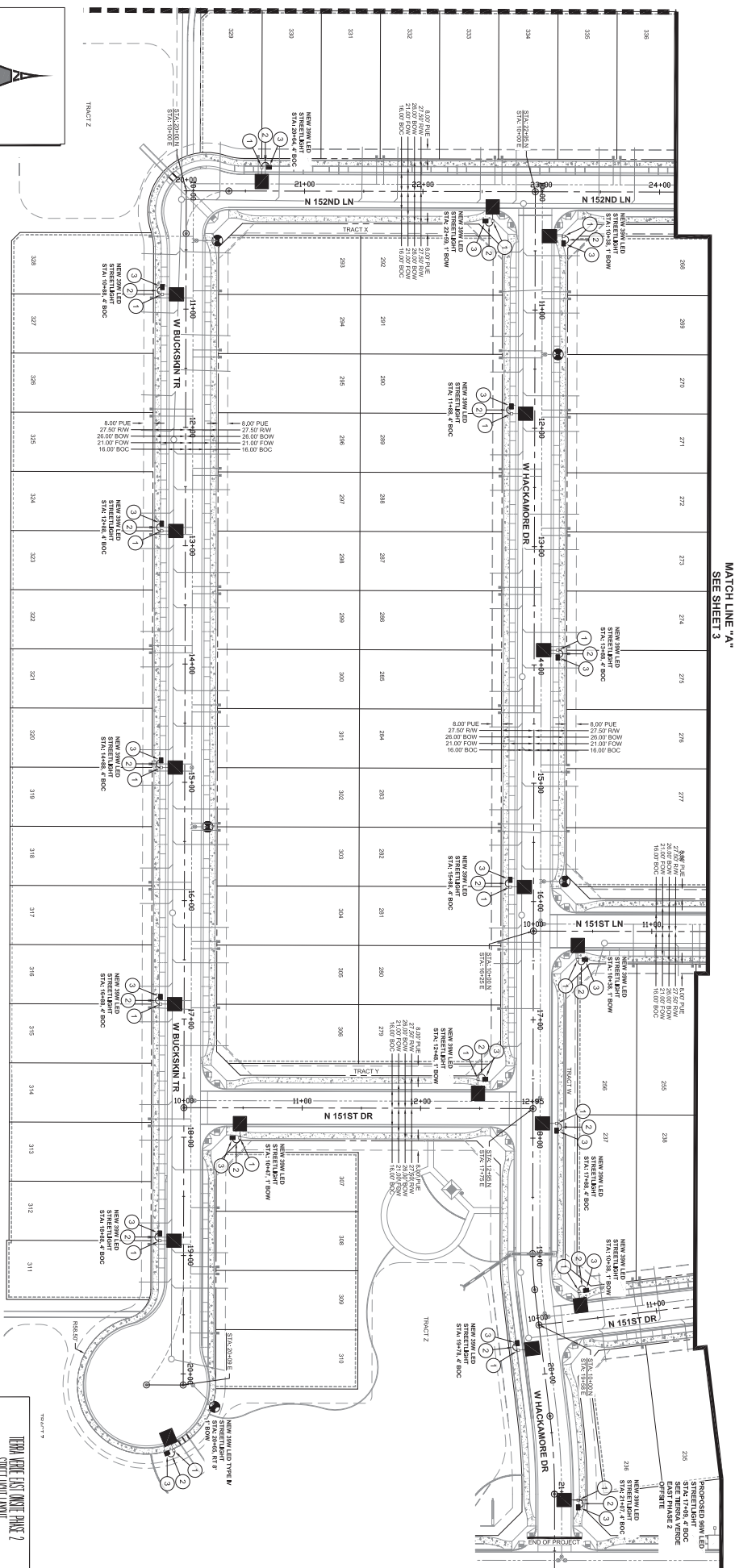
CONTRACTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNPERSHED OBSTACLES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

## EQUIPMENT LIST

| ITEM # | SYMBOL | TYPE STREET | QUANTITY | MOUNTING HEIGHT | POLE HEIGHT | WAST WAY | LUMENS | TYPE | WATTAGE | ELVIN | VOLUME | BALAST       | PHOTOMETRIC | LUMINAIRE                |
|--------|--------|-------------|----------|-----------------|-------------|----------|--------|------|---------|-------|--------|--------------|-------------|--------------------------|
| 1      | 1      | LOCAL       | 38       | 25'0"           | 30'0"       | 7'0"     | 4,800  | LED  | 30W     | 3000K | 120V   | REACTION 189 | TYPE IV     | ERL-40-60-30-30-40-20-20 |
| 2      | 2      | COLLECTOR   | 1        | 25'0"           | 30'0"       | 7'0"     | 4,800  | LED  | 30W     | 3000K | 120V   | REACTION 189 | TYPE IV     | ERL-40-60-30-30-40-20-20 |
| 3      | 3      | COLLECTOR   | 1        | 25'0"           | 30'0"       | 7'0"     | 4,800  | LED  | 30W     | 3000K | 120V   | REACTION 189 | TYPE IV     | ERL-40-60-30-30-40-20-20 |

LEGEND: 1. THE SYMBOLS ARE SHOWN IN THE PLANS. THE SYMBOLS SHOWN IN THESE PLANS MAY NOT BE APPLICABLE AT THE TIME OF CONSTRUCTION. CONSTRUCTION TO COORDINATE WITH APS AND UTILITY THEN CORRECT SPECIFICATIONS AT THE TIME OF BEING AND SIGNATURE.



[illegible]

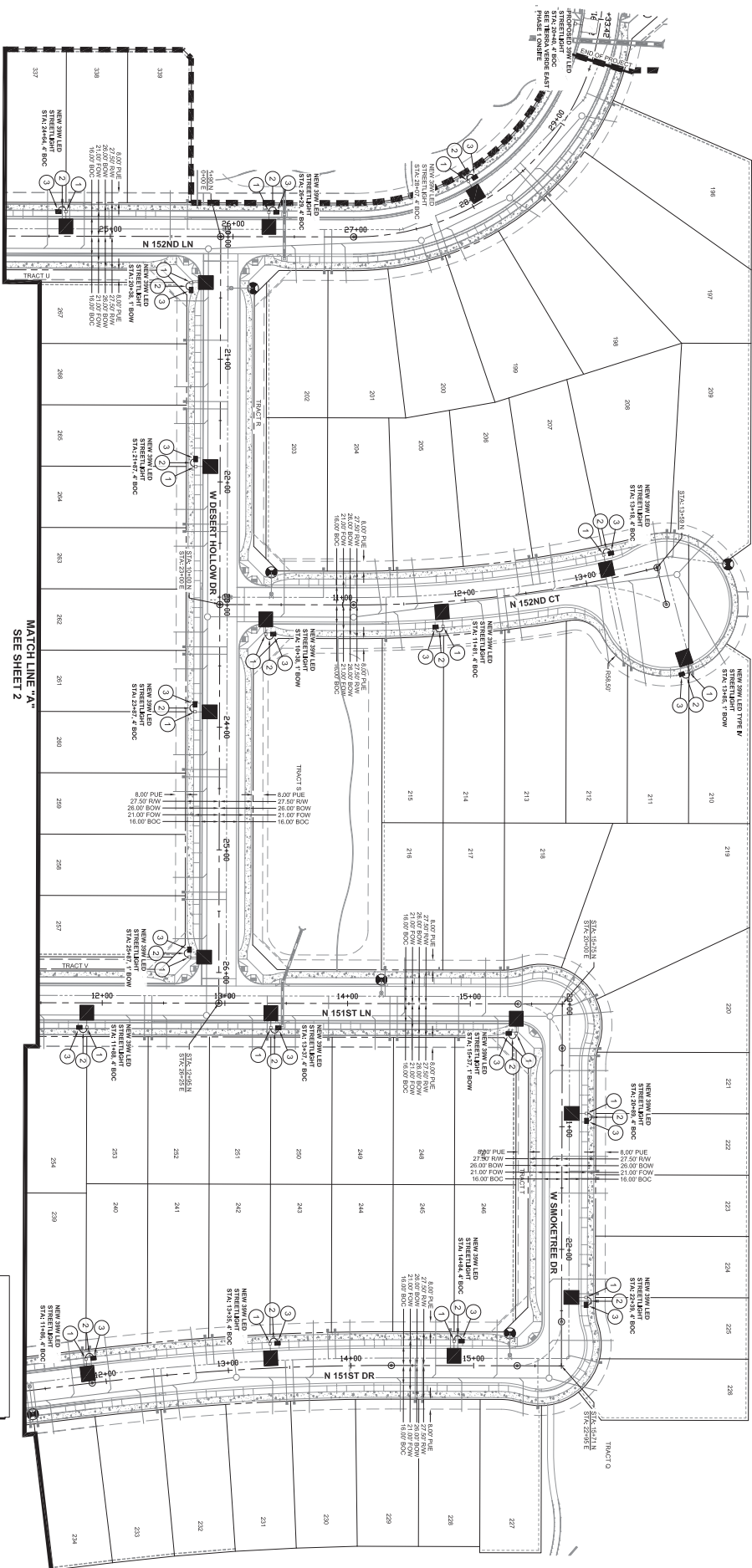
CALL TWO WORKING DAYS  
BEFORE YOU DIE  
**602-283-1100**  
**1-800-STAKE-IT**  
OUTSIDE WASHINGTON COLUMN

[illegible]

# TIERRA VERDE EAST ONSITE PHASE 2 PARCEL III STREETLIGHT PLANS SURPRISE, ARIZONA A PORTION OF SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

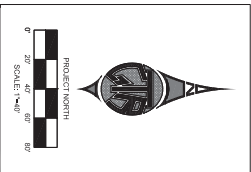
## DETAILS AND LEGEND FOR STREETLIGHTS:

1. NEW 30' TALL, 150W LED STREETLIGHT WITH 15' TALL, 150W LED LIGHT FIXTURE. SEE DETAIL 1. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK BORD TO BUSHY USE INDICATED BY STREET LIGHTS DETAIL.
  2. NEW 30' TALL, 150W LED STREETLIGHT WITH 15' TALL, 150W LED LIGHT FIXTURE. SEE DETAIL 2. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK BORD TO BUSHY USE INDICATED BY STREET LIGHTS DETAIL.
  3. FUTURE / PROPOSED SINGLE LANE TRUCK OR SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED).
- FREE INDIANT LOCATION PER CAL PLANS



MATCH LINE "A"  
SEE SHEET 2

302-258-1100  
I-800-STREET-IT  
DESIGNED AND DRAWN BY  
MARICOPA COUNTY



| TIERRA VERDE EAST ONSITE PHASE 2 |          |
|----------------------------------|----------|
| STREET LIGHT PLANS               |          |
| DATE                             | 2/2/2020 |
| BY                               | DESIGNED |
| CHECKED                          | BY       |
| APPROVED                         | DATE     |
| 3                                | OF       |
| 5                                |          |
| DATE                             | 2/2/2020 |
| BY                               | DESIGNED |
| CHECKED                          | BY       |
| APPROVED                         | DATE     |



|                                 |       |
|---------------------------------|-------|
| TIERRA VERDE EAST PHASE         |       |
| 2832 points at 2-m, sp 8m by 8m |       |
| HORIZONTAL FOOTCANDLES          |       |
| Average                         | 0.55  |
| Maximum                         | 2.19  |
| Minimum                         | 0.07  |
| Avg/Min                         | 7.80  |
| Max/Min                         | 31.29 |
| Coef Var                        | 0.75  |
| Int/Grad                        | 2.43  |

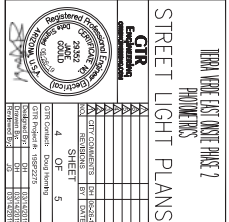
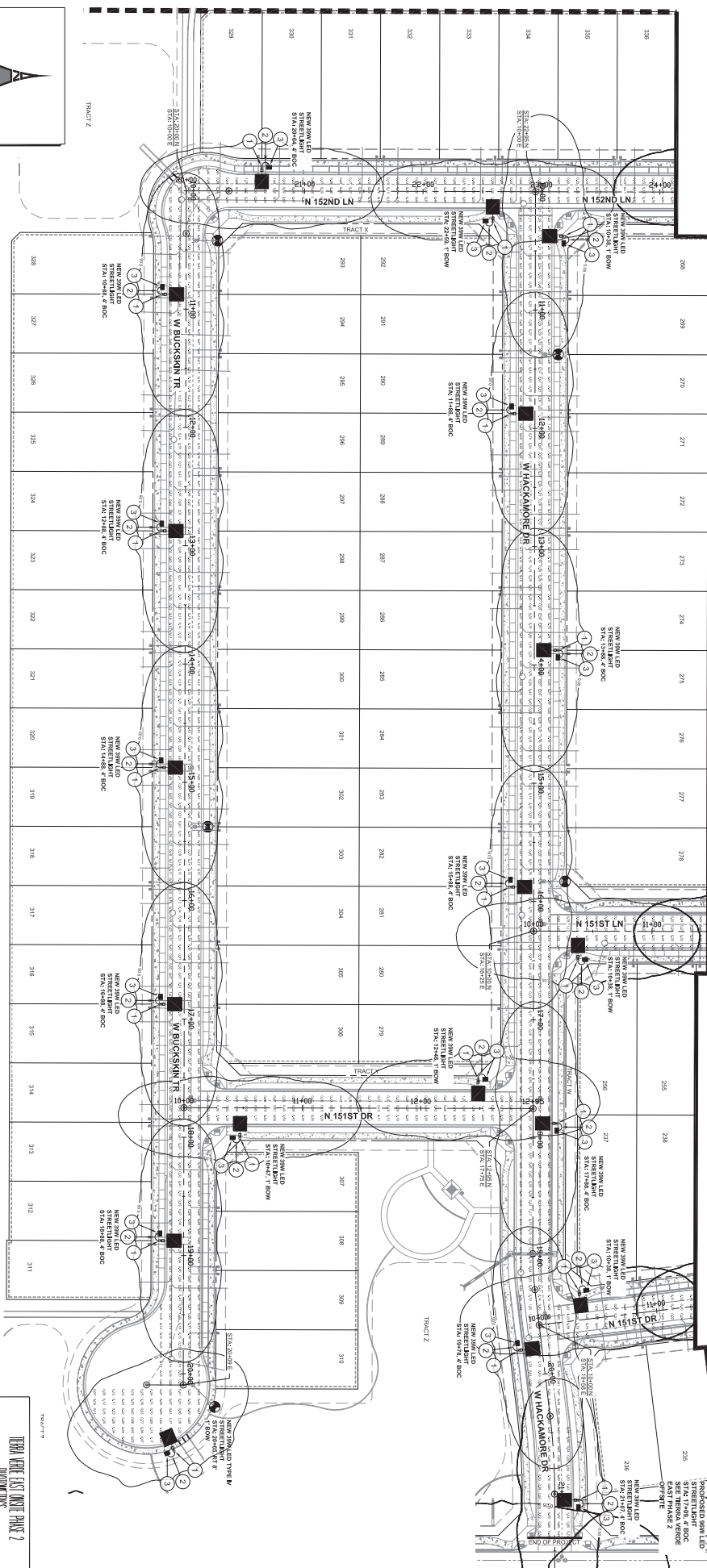
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[illegible]

1. INSTALL ONE 300X 400X 1400mm, 3000K LED LIGHTS WITH PHOTO CONTROL ON 240V, 60W, SQUARE, 2000K LIGHTS LOCATED AT 25" WITH ONE SINGLE 22" MAX. LED LIGHT. THE LIGHT SHOULD BE LOCATED AT 25" FROM THE SIDE OF THE PLANTER.
2. INSTALL A FLEXING POLE WITH THE PHOTO MOUNT AND A BALL BEAM FROM PLANTER TO LIGHT POLE TO BE DISASSEMBLED TO NEXT TO THE LIGHT. SEE DETAIL "A".
3. INSTALL AN 1/8" JUNCTION BOX NEXT TO THE LIGHT. SEE DETAIL "A".

PLANTER, PHOTOPOLE SHOULD BE PLANTING ON SINGLE POLE AS SPECIFIED ON DETAIL (AND TO BE IDENTICAL).

PRE-INDICATE LOCATION PER EACH PLANT.



**DETAILS AND LEGEND FOR STREETLIGHTS:**

1. CONTROL POLE, 9000 LUMENS, 2000 KELVIN LED LIGHT FIXTURE WITH PHOTOELECTRIC CONTROL ON A 4000 LUMENS, 2000 KELVIN LED LIGHT FIXTURE WITH A 2000 WATT MOTOR
2. MOUNT THE POLE TO THE WALL USING THE PROVIDED MOUNTING BRACKET
3. BOX TO INSTALL THE LIGHT FIXTURE IN THE STREET LIGHT. SEE DETAIL 2.
4. INSTALL IN THE JUNCTION BOX NEXT TO THE POLE. (SEE JUNCTION BOX DETAIL, SEE DETAIL 3.)
5. FUTURE PROPOSED SIGN TO BE INSTALLED ON THE POLE. (SEE SIGN DETAIL, SEE DETAIL 4.)

PRE-INSTANT LOCATIONS PER CITY PLANS

[illegible]

PROJECT NORTH

0 20' 40' 60' 80'

SCALE: 1"=40'


 REGISTERED PROFESSIONAL ENGINEER  
 No. 29030  
 State of CALIF.

**STREET LIGHT PLANS**  
**PHILADELPHIA**  
 ITEM NO. 101 (INSTR. PAGE 2)

SHEET 5 OF 5

| NO. | CITY COMMENTS | DATE |
|-----|---------------|------|
| 1   | REVISIONS     | DATE |

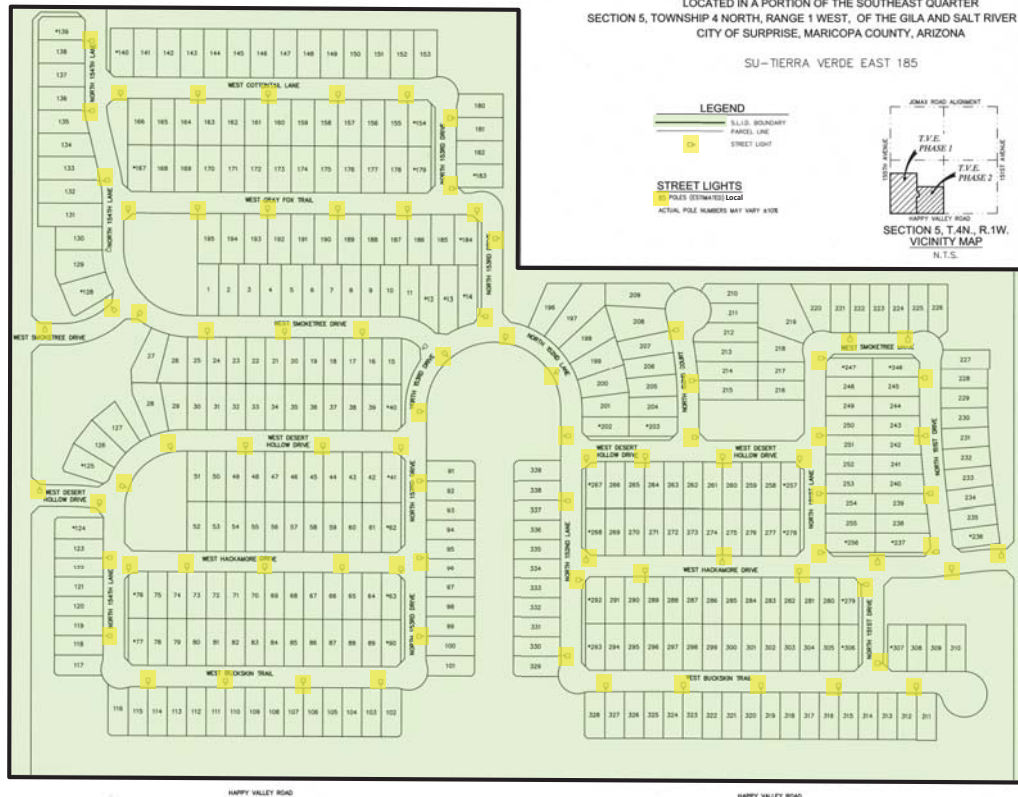
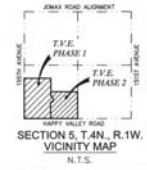
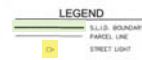
G.I.R. Civil, Inc.  
 1809-2275  
 1809-2275  
 1809-2275  
 1809-2275  
 1809-2275

# TIERRA VERDE EAST

## STREET LIGHT IMPROVEMENT DISTRICT TIERRA VERDE EAST

LOCATED IN A PORTION OF THE SOUTHEAST QUARTER  
SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN,  
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

SU-TIERRA VERDE EAST 185







## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 2, 2020

Contact Person: Brenden Espie, ASSISTANT  
FIRE CHIEF

Submitting Department: Fire - Medical

District: Citywide

Staff Recommendations: None

---

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

---

### **Agenda Wording:**

Consideration and action pertaining to approval of two Intergovernmental Agreements for the purpose of Records Management System (RMS) Sharing; Resolution #2020-20.

---

### **Motion:**

I move to approve Resolution #2020-20.

---

### **Background:**

The Surprise Fire-Medical Department uses an efficient records management system (“RMS”) for documenting response to, and service delivered upon, fire-medical and ambulance calls. The El Mirage Fire Department and the Peoria Fire-Medical Department desire to use the same system because of system design and because partnering with the City of Surprise will provide cost savings to the cities of El Mirage and Peoria, as compared to each establishing its own RMS with the vendor. Over and above the cost savings, the Surprise Fire-Medical Department, El Mirage Fire Department and Peoria Fire-Medical Department are members of the Automatic Aid System and due to this membership, may take calls and provide service within the other city’s jurisdiction.

---

### **Objective Analysis:**

The IGAs will allow the three agencies to transfer charts and incident data between one another, which will provide the residents, as well as the agency’s employees and volunteers, the most up-to-date and comprehensive information possible. It will also enhance the region’s reporting capability for benchmarking and trending against each other. A recent example of this is the tracking of COVID-19 cases. Currently, each agency has to run their reports offline and share them with the region to be placed in a central database so benchmarking and trending can be performed. The RMS sharing created with these IGAs will create efficiencies with patient care and data collection, and streamline reporting. The Surprise Fire-Medical Department will retain their sole system administrator authority with the vendor.

---

### **Policy Compliant:**

Both IGAs are compliant with city procurement and financial policies.

---

### **Financial Impact:**

The City of Surprise will not be financially impacted by entering into either IGA. The City has

budgeted for, and has been paying for system administrator authority since it began using the RMS software in 2016. The IGAs provide the City of Surprise with authority to recoup a portion of the system administrator costs from the cities of El Mirage and Peoria in future years. The Cities of El Mirage and Peoria are responsible to pay for all costs associated with transitioning into the Surprise RMS already established with the vendor. After that, the vendor will bill each city their proportionate share of the costs and maintenance associated with the RMS. Each city will be responsible for any hardware or equipment costs associated with their agency's use of the RMS.

---

**Budget Impact:**

If the Surprise Fire-Medical Department's system administrator costs decrease or increase in future years, the department will take those reductions into account in the annual budget planning process. Currently, this action does not have a budget impact.

**FTE Impact:**

There is no FTE impact.

---

**ATTACHMENTS:**

1. RESOLUTION 2020-20 RMS IGAs with El Mirage and Peoria
-

## RESOLUTION # 2020-20

### **A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF EL MIRAGE AND AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PEORIA FOR THE SHARING OF OPERATIONAL RECORDS MANAGEMENT SOFTWARE.**

**WHEREAS**, pursuant to Arizona Revised Statute §11-951, *et seq.*, the City of Surprise has the authority to enter into intergovernmental agreement with other governmental entities for the purposes set forth within;

**WHEREAS**, the City of Surprise desires to enter into two intergovernmental agreements in order to facilitate the use of software which can provide for the sharing of operational information between the Surprise Fire-Medical Department and El Mirage Fire Department and the Surprise Fire-Medical Department and Peoria Fire-Medical Department;

**WHEREAS**, approval of these two intergovernmental agreements will allow for that information sharing and provide for proportionate cost sharing for the software usage between the three Cities; and

**WHEREAS**, both the Cities of El Mirage and Peoria have already officially approved their respective intergovernmental agreements.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Surprise, Arizona, as follows.

**Section 1.** The Intergovernmental Agreement between the City of Surprise and the City of El Mirage, attached as Exhibit A, is approved.

**Section 2.** The Intergovernmental Agreement between the City of Surprise and the City of Peoria, attached as Exhibit B, is approved.

**Section 3.** The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with each of the two agreements.

**SIGNATURES APPEAR ON THE NEXT PAGE**

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Skip Hall, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Sherry Aguilar, City Clerk

\_\_\_\_\_  
Robert Wingo, City Attorney

EXHIBIT A  
RESOLUTION 2020-20

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF SURPRISE AND THE CITY OF EL MIRAGE

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF SURPRISE AND  
THE CITY OF EL MIRAGE  
FOR SHARING FIRE-MEDICAL RECORD SOFTWARE**

This Intergovernmental Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 ("the "Effective Date") by and between the City of Surprise, Arizona ("Surprise") and the City of El Mirage, Arizona ("El Mirage"). Surprise and El Mirage are herein each referred to as a "Party" and jointly referred to as "the Parties."

Pursuant to Arizona Revised Statutes ("A.R.S.") Title 11, Chapter 7, Article 3, the City of Surprise and City of El Mirage are authorized to enter into intergovernmental agreements with other governmental agencies, and the Mayor of the City or the City Manager is authorized and empowered by law to execute such agreements.

**AGREEMENT**

- 1. Effective date/Duration.** Agreement shall become effective upon the execution of at least three (3) originals by the parties hereto, and upon one (1) original being filed with the respective City Clerks. The initial term of this Agreement shall be from the effective date through midnight on June 30, 2020, and shall renew itself annually upon the first day of July of each year if El Mirage provides Surprise written notice, no later than May 30, of its intent to continue.
- 2. Purpose and Intent.** Surprise uses the Image Trend records management system ("RMS") for documenting response to, and service delivered upon, fire-medical and ambulance calls. El Mirage desires to use the same system because of system design and because partnering with Surprise will provide a significant cost savings as compared to establishing its own system inside the Image Trend environment. Over and above that, both of the Parties are members of the Automatic Aid System. That membership results in the Parties taking calls and providing services within the other Party's jurisdiction on a regular basis, knowing that the next call and provision of service to a particular location may be handled by the other Party. Therefore, to provide residents of both El Mirage and Surprise, as well as the Parties' employees and volunteers, the most up-to-date and comprehensive information possible and as economically as possible, the Parties are entering into this Agreement with the intent of operating under the same system as separate agencies for the purposes of the RMS, subject to the provisions of this Agreement.
- 3. Ownership of RMS Subscription.** Surprise will continue to own and control the administrative software options for the RMS having sole system administrator authority.



4. **Ownership of Data.** The data in the system will be owned by the Party that enters the data into RMS. However, it is the intent of the Parties that this Agreement provide for the cooperative use of data entered into the RMS, subject to legal mandates and privacy restrictions.

5. **Costs and Maintenance.** El Mirage will be responsible for all costs associated with El Mirage's transition into the Surprise system inside the Image Trend environment. In the future, Image Trend will independently bill each Party that Party's share of the costs and maintenance associated with the RMS. Each Party shall be responsible for any hardware or equipment costs for that Party's usage of the RMS.

6. **On-going Operations.** Surprise shall pay for all personnel/system administrator costs associated with the Parties using the RMS for the first year. Thereafter, the Parties shall agree as to the amount, if any, of El Mirage's contribution to those personnel costs and whether such contribution takes the form of a monetary reimbursement or the provision of personnel, or a combination of both. Optimally such agreement will occur in time for both Parties to include such contribution within their respective budgets for the following fiscal year, if necessary.

7. **Termination.** Either party, upon thirty days' notice of a material default in performance to the other, and failure of the defaulting party to remedy such default within the thirty days' notice period, may terminate this contract without further obligation or penalty.

8. **Hold Harmless and Indemnification.** Each Party agrees that it will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party to the extent arising from any negligent, reckless, or intentional act or omission by any of that party's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.

8.1 Each Party (an "Indemnitor") shall indemnify, hold harmless, and defend the other party (the "Indemnified Parties") against all claims and lawsuits resulting from any claim, demand, cost, or judgment made against the Indemnified Party to the extent arising from any negligent, reckless, or intentional act or omission by any of the Indemnitor's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.

8.2 In the event of any lawsuit that names the Parties as a defendant ("Defendant Party" or "Defendant Parties") the Defendant Parties shall seek to secure an allocation of comparative negligence among themselves where appropriate and each Defendant Party shall provide contribution to each other Defendant Party to the extent of the comparative allocation.

8.3 The Parties further agree that they are not joint employers for the purpose of workers compensation coverage and that any Party's employee assigned by a Party to do work under this agreement shall remain an employee of such Party.

9. **Insurance.** Each party, at its cost, shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence, insuring against all liability of said party and its authorized representatives. Said insurance shall include broad form contractual liability covering, without limitation, the liability assumed under the indemnification provisions



of this Agreement. If the policy is to be written with an annual aggregate limit, that limit shall be not less than \$2,000,000. Comprehensive general liability shall name the other party to this Agreement as an additional insured. All insurance policies shall provide that the policies cannot be cancelled, not renewed, nor limited in scope of coverage or limits until and unless thirty (30) calendar days prior notice is given to the other party. The parties' obligations with respect to the insurance specified in this Section may be satisfied by the existence of a self-insurance program containing the same coverage and elements specified herein with respect to third party insurance.

9.1 The Parties shall be fully responsible for any workers' compensation claims made by an individual determined to be an employee of that Party and assigned by the particular Party.

10. **Immigration.** A.R.S. § 41-4401 – The parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). Each party agrees to comply with the IRCA in performing under this Agreement and to permit inspection of its personnel records to verify such compliance.

11. **Notices.** Any notice provided for in this Agreement shall be in writing and delivered in person, or sent by registered or certified mail, postage prepaid, to:

***If to El Mirage:***

City Manager  
City of El Mirage  
12145 NW Grand Avenue  
El Mirage, AZ 85335

***If to Surprise:***

City Manager  
City of Surprise  
16000 N. Civic Center Plaza  
Surprise, AZ 85374

or such other addresses as each party may notify one another in writing.

12. **Governing Law.** The terms, conditions, and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

13. **Authority and Responsibility.** This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.

14. **Assignment.** Neither Party will assign this Agreement or the rights and privileges herein, in whole or in part.

15. **No Third Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to, or rights in, third parties not parties to this Agreement.

16. **Counterparts.** This Agreement may be executed in any number of separate counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall together constitute one original Agreement. All signatures need not be on the same counterpart.

17. **Conflicts of Interest.** The parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

18. **Termination or Non-Renewal.** If this Agreement ends due to non-renewal pursuant to either Section 1 (Effective Date/Duration) or ends due to termination pursuant to Section 7 (Termination), the Parties agree to meet and take such actions as are necessary when El Mirage withdraws from RMS. Such withdrawal will minimally provide for the legal and privacy protections necessary for the data in the RMS system which is impacted by such withdrawal. In that event, each Party shall be responsible for any data extraction costs generated by such action and neither Party shall be responsible to the other Party for any cost associated with data extraction for the other Party's data.

[End of Agreement. Signature pages follow.]

**IN WITNESS WHEREOF**, THE Parties hereby subscribe their names this \_\_\_\_\_ day of \_\_\_\_\_, 20 20.

**City of Surprise**

By: \_\_\_\_\_  
Michael Frazier  
City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Sherry Ann Aguilar, City Clerk

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to those parties represented by the undersigned legal counsel.

\_\_\_\_\_  
Robert Wingo  
Surprise City Attorney

**City of El Mirage**

By:   
Crystal Dyches  
City Manager

Date: 3/19/19

Attest:   
Sharon Antes, City Clerk

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to those parties represented by the undersigned legal counsel.

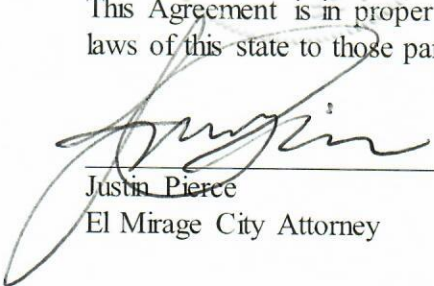
  
Justin Pierce  
El Mirage City Attorney

EXHIBIT B  
RESOLUTION 2020-20

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF SURPRISE AND THE CITY OF PEORIA

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF SURPRISE AND THE CITY OF  
PEORIA FOR SHARING FIRE-MEDICAL RECORD  
SOFTWARE**

This Intergovernmental Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 ("the "Effective Date") by and between the City of Surprise, Arizona ("Surprise") and the City of Peoria, Arizona ("Peoria"). Surprise and Peoria are herein each referred to as a "Party" and jointly referred to as "the Parties".

Pursuant to A.R.S. §11-952 the City of Surprise and City of Peoria are authorized to enter into intergovernmental agreements with other governmental agencies, and the Mayor of the City or the City Manager is authorized and empowered by law to execute such agreements.

**AGREEMENT**

1. **Effective date/Duration.** Agreement shall become effective upon the execution of at least three (3) originals by the parties hereto, and upon one (1) original being filed with the respective City Clerks. The initial term of this Agreement shall be from the effective date through midnight on June 30, 2021, and shall renew itself annually upon the first day of July of each year if Peoria provides Surprise written notice, no later than May 30, of its intent to continue.

2. **Purpose and Intent.** Surprise uses the ImageTrend records management system ("RMS") for documenting response to, and service delivered upon, fire-medical and ambulance calls. Peoria desires to use the same system because of system design and because partnering with Surprise will provide a significant cost savings as compared to establishing its own system inside the ImageTrend environment. Over and above that, both of the Parties are members of the Automatic Aid System. That membership results in the Parties taking calls and providing services within the other Party's jurisdiction on a regular basis, knowing that the next call and provision of service to a particular location may be handled by the other Party. Therefore, to provide residents of both Peoria and Surprise, as well as the Parties' employees and volunteers, the most up-to-date and comprehensive information possible and as economically as possible, the Parties are entering into this Agreement with the intent of operating under the same system



as separate agencies for the purposes of the RMS, subject to the provisions of this Agreement

3. **Ownership of RMS Subscription.** Surprise will continue to own and control the administrative software options for the RMS having sole system administrator authority.

4. **Ownership of Data.** The data in the system will be owned by the Party that enters the data into RMS. However, it is the intent of the Parties that this Agreement provide for the cooperative use of data entered into the RMS, subject to legal mandates and privacy restrictions.

5. **Costs and Maintenance.** Peoria will be responsible for all costs associated with Peoria's transition into the Surprise system inside the ImageTrend environment. In the future, ImageTrend will independently bill each Party that Party's share of the costs and maintenance associated with the RMS. Each Party shall be responsible for any hardware or equipment costs for that Party's usage of the RMS.

6. **On-going Operations.** Surprise shall pay for all personnel/system administrator costs associated with the Parties using the RMS for the first year. Thereafter, the Parties shall agree as to the amount, if any, of Peoria's contribution to those personnel costs and whether such contribution takes the form of a monetary reimbursement or the provision of personnel, or a combination of both. Optimally such agreement will occur in time for both Parties to include such contribution within their respective budgets for the following fiscal year, if necessary.

7. **Termination.** Either party, upon thirty days' notice of a material default in performance to the other, and failure of the defaulting party to remedy such default within the thirty days' notice period, may terminate this contract without further obligation or penalty.

8. **Hold Harmless and Indemnification.** Each Party agrees that it will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party to the extent arising from any negligent, reckless, or intentional act or omission by any of that party's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.

8.1 Each Party (an "Indemnitor") shall indemnify, hold harmless, and defend the other party (the "Indemnified Parties") against all claims and lawsuits resulting from any claim, demand, cost, or judgment made against the Indemnified Party to the extent arising from any

negligent, reckless, or intentional act or omission by any of the Indemnitor's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.

8.2 In the event of any lawsuit that names the Parties as a defendant ("Defendant Party" or "Defendant Parties") the Defendant Parties shall seek to secure an allocation of comparative negligence among themselves where appropriate and each Defendant Party shall provide contribution to each other Defendant Party to the extent of the comparative allocation.

8.3 The Parties further agree that they are not joint employers for the purpose of workers compensation coverage and that any Party's employee assigned by a Party to do work under this agreement shall remain an employee of such Party.

9. **Insurance.** Each party, at its cost, shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence, insuring against all liability of said party and its authorized representatives. Said insurance shall include broad form contractual liability covering, without limitation, the liability assumed under the indemnification provisions of this Agreement. If the policy is to be written with an annual aggregate limit, that limit shall be not less than \$2,000,000. Comprehensive general liability shall name the other party to this Agreement as an additional insured. All insurance policies shall provide that the policies cannot be cancelled, not renewed, nor limited in scope of coverage or limits until and unless thirty (30) calendar days prior notice is given to the other party. The parties' obligations with respect to the insurance specified in this Section may be satisfied by the existence of a self-insurance program containing the same coverage and elements specified herein with respect to third party insurance.

9.1 The Parties shall be fully responsible for any workers' compensation claims made by an individual determined to be an employee of that Party and assigned by the particular Party.

10. **Immigration.** A.R.S. § 41-4401 – The parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). Each party agrees to comply with the IRCA in performing under this Agreement and to permit inspection of its personnel records to verify such compliance.

11. **Notices.** Any notice provided for in this Agreement shall be in writing and delivered in person, or sent by registered or certified mail, postage prepaid, to:

If to Peoria:  
City Manager  
City of Peoria  
8401 W. Monroe St.  
Peoria, AZ 85345

If to Surprise:  
City Manager  
City of Surprise  
16000 N. Civic Center Plaza  
Surprise, AZ 85374

or such other addresses as each party may notify one another in writing.

12. **Governing Law.** The terms, conditions, and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

13. **Authority and Responsibility.** This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.

14. **Assignment.** Neither Party will assign this Agreement or the rights and privileges herein, in whole or in part.

15. **No Third Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to, or rights in, third parties not parties to this Agreement.

16. **Counterparts.** This Agreement may be executed in any number of separate counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall together constitute one original Agreement. All signatures need not be on the same counterpart.

17. **Conflicts of Interest.** The parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

18. **Termination or Non-Renewal.** If this Agreement ends due to non-renewal pursuant to either Section 1 (Effective Date/Duration) or ends due to termination pursuant to Section 7 (Termination), the Parties agree to meet and take such actions as are necessary when Peoria withdraws from RMS. Such withdrawal will minimally provide for the legal and privacy protections necessary for the data in

the RMS system which is impacted by such withdrawal. In that event, each Party shall be responsible for any data extraction costs generated by such action and neither Party shall be responsible to the other Party for any cost associated with data extraction for the other Party's data.

[End of Agreement. Signature pages follow.]

**IN WITNESS WHEREOF, THE Parties hereby subscribe their names this \_\_\_\_**  
**day of \_\_\_\_\_, 2020.**

**City of Surprise**

**By: \_\_\_\_\_**  
**Michael Frazier**  
**City Manager**

**Date: \_\_\_\_\_**

**Attest: \_\_\_\_\_**  
**Sherry Ann Aguilar, City Clerk**

The foregoing Intergovernmental Agreement between the City of Surprise and the City of Peoria has been reviewed pursuant to A.R.S. §11-952 by the undersigned, who has determined that it is in a proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Surprise.

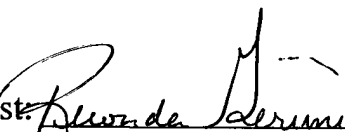
\_\_\_\_\_  
**Robert Wingo**  
**Surprise City Attorney**

**Date: \_\_\_\_\_**

**City of Peoria**

By:   
Jeff Tyne,  
City Manager

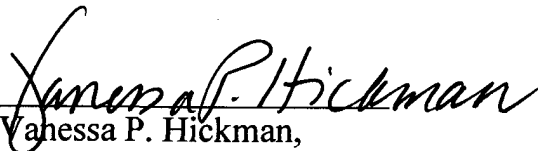
Date: 3/4/2020

Attest:   
Rhonda Geriminsky  
City Clerk



Date: 3/5/2020

The foregoing Intergovernmental Agreement between the City of Surprise and the City of Peoria has been reviewed pursuant to A.R.S. §11-952 by the undersigned, who has determined that it is in a proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Peoria.

  
Vanessa P. Hickman,  
City Attorney

Date: 3/4/2020





## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 2, 2020  
Submitting Department: Police  
Staff Recommendations: None

Contact Person: Terry Young, POLICE CHIEF  
District: Citywide

---

Consent: Yes      Regular: No      Public Hearing: No      Report/Discussion: No

---

### **Agenda Wording:**

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations in the amount of \$33,600 from contingency within the Grant Fund Coronavirus Emergency Supplemental Funding Project to account for the acceptance of a grant award from the U.S. Department of Justice, Office of Justice Programs (OJP) for the Bureau of Justice Assistance, BJA FY20 Coronavirus Emergency Supplemental Funding Program; Resolution #2020-65.

---

### **Motion:**

I move to approve Resolution #2020-65.

---

### **Background:**

The Surprise Police Department applied for and has been tentatively awarded a grant of \$33,512 through the U.S. Department of Justice, Office of Justice Programs (OJP), FY20 Coronavirus Emergency Supplemental Funding Program. The Coronavirus Emergency Supplemental Funding (CESF) Program provides reimbursement for agency expenditures which were used to assist in preparing for, preventing, and responding to the coronavirus national emergency (i.e. overtime, equipment such as medical personal protective equipment (PPE), gloves, masks and sanitizer). The budget period for the grant runs from January 20, 2020 to January 31, 2022.

---

### **Objective Analysis:**

This grant will provide funding for the reimbursement of overtime expenses needed to prepare for, prevent, and respond to the coronavirus national emergency and for necessary personal protective equipment.

As with any grant, the negative impact is the time spent managing the grant (i.e. scheduling, tracking, and reporting) which is not covered by the grant.

---

### **Policy Compliant:**

The grant objectives are consistent with City and Council policy and the practice of supplementing the General Fund budget through use of grant funds when reasonable to do so. In addition, acceptance and utilization of these grant funds will better prepare the City to deal with the unusual circumstances experienced with the coronavirus national emergency.

---

### **Financial Impact:**

This one-time grant award includes \$33,512 for overtime expenses related to the preparation, prevention and response to the FY20 coronavirus national emergency and for personal protective equipment. There is no City match requirement.

---

**Budget Impact:**

This action requires a budget amendment to the FY20 annual budget to reallocate appropriations in the amount of \$33,600 within the Grants Fund from contingency to overtime and personal protective equipment. This does not represent an actual transfer of funds, but only a transfer of budget authority and does not increase or decrease the total budget.

**FTE Impact:**

This item does not have an impact on current staff levels.

---

**ATTACHMENTS:**

1. OJP Award 2020-VD-BX-0311 Award Letter
  2. OJP Award 2020-VD-BX-0311
  3. Resolution 2020-65 DOJ OJP COVID 19 Grant
-



**Department of Justice (DOJ)**

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

May 7, 2020

Chief Terry Young  
City of Surprise  
16000 N Civic Center Plaza  
Surprise, AZ 85374-7463

Dear Chief Young:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Surprise for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$33,512. These funds are for the project entitled BJA FY 20 Coronavirus Emergency Supplemental Funding Program.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Surprise accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Tahitia M. Barringer, Program Manager at (202) 616-3294; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Sullivan", is located below the "Sincerely," text.

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Encl.



**Department of Justice (DOJ)**

Office of Justice Programs

*Office of Civil Rights*

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Washington, DC 20531

May 7, 2020

Chief Terry Young  
City of Surprise  
16000 N Civic Center Plaza  
Surprise, AZ 85374-7463

Dear Chief Young:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Surprise  
16000 N Civic Center Plaza  
Surprise, AZ 85374-7463

4. AWARD NUMBER: 2020-VD-BX-0311

5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022  
BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022

6. AWARD DATE 05/07/2020

7. ACTION

2a. GRANTEE IRS/VENDOR NO.

866007797

8. SUPPLEMENT NUMBER

00

Initial

2b. GRANTEE DUNS NO.

021648936

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

10. AMOUNT OF THIS AWARD

\$ 33,512

11. TOTAL AWARD

\$ 33,512

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH  
ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.034 - Coronavirus Emergency Supplemental Funding Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Terry Young  
Chief

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

| FISCAL YEAR | FUND CODE | BUD. ACT. | DIV. REG. | OFC. | SUB. | POMS | AMOUNT |
|-------------|-----------|-----------|-----------|------|------|------|--------|
| X           | B         | VD        | 80        | 00   | 00   |      | 33512  |

21. VVDUGT0410



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
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Grant**

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PROJECT NUMBER 2020-VD-BX-0311

AWARD DATE 05/07/2020

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



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Office of Justice Programs  
**Bureau of Justice Assistance**

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*SPECIAL CONDITIONS*

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.





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*SPECIAL CONDITIONS*

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



Department of Justice (DOJ)  
Office of Justice Programs  
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PROJECT NUMBER 2020-VD-BX-0311

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*SPECIAL CONDITIONS*

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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*SPECIAL CONDITIONS*

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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*SPECIAL CONDITIONS*

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



Department of Justice (DOJ)  
Office of Justice Programs  
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PROJECT NUMBER 2020-VD-BX-0311

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*SPECIAL CONDITIONS*

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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*SPECIAL CONDITIONS*

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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*SPECIAL CONDITIONS*

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.





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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



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33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



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39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bjagov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account(including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



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42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.





**Department of Justice (DOJ)**

Office of Justice Programs

*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Categorical Exclusion for City of Surprise

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

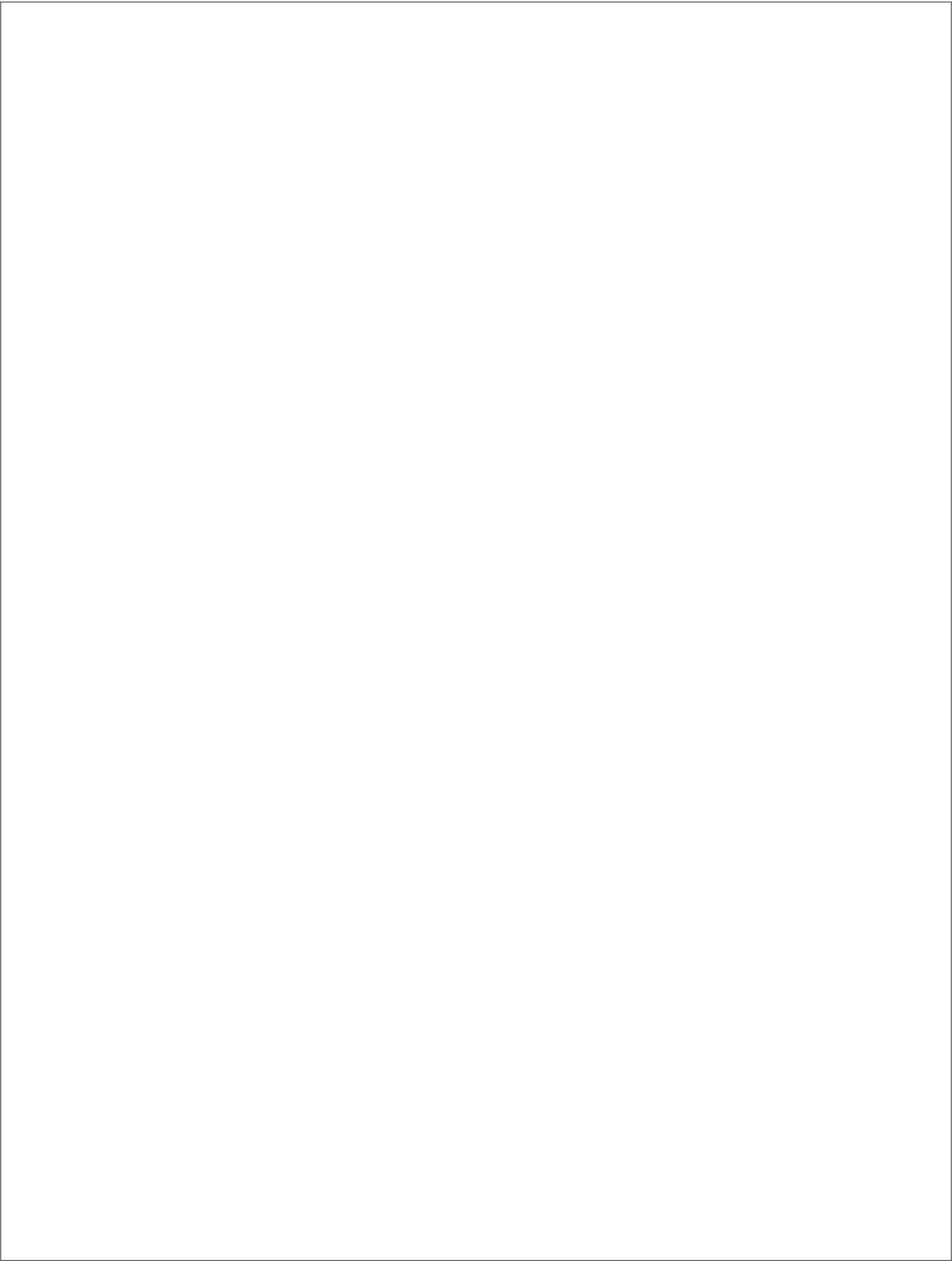
Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                              |                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
|  <div>Department of Justice (DOJ)<br/>Office of Justice Programs<br/><br/>Bureau of Justice Assistance</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>GRANT MANAGER'S MEMORANDUM, PT. I:<br/>PROJECT SUMMARY</b>                                                                                                                |                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Grant</b>                                                                                                                                                                 |                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | PROJECT NUMBER<br>2020-VD-BX-0311                                                                                                                                            | PAGE 1 OF 1                                    |
| This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                              |                                                |
| 1. STAFF CONTACT (Name & telephone number)<br><br>Tahitia M. Barringer<br>(202) 616-3294                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 2. PROJECT DIRECTOR (Name, address & telephone number)<br><br>John Bacon<br>Lieutenant<br>14250 West Statler Plaza<br>Suite 103<br>Surprise, AZ 85374-7463<br>(623) 222-4244 |                                                |
| 3a. TITLE OF THE PROGRAM<br>BJA FY 20 Coronavirus Emergency Supplemental Funding Program                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                              | 3b. POMS CODE (SEE INSTRUCTIONS<br>ON REVERSE) |
| 4. TITLE OF PROJECT<br><br>BJA FY 20 Coronavirus Emergency Supplemental Funding Program                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                              |                                                |
| 5. NAME & ADDRESS OF GRANTEE<br><br>City of Surprise<br>16000 N Civic Center Plaza<br>Surprise, AZ 85374-7463                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 6. NAME & ADDRESS OF SUBGRANTEE                                                                                                                                              |                                                |
| 7. PROGRAM PERIOD<br><br>FROM: 01/20/2020 TO: 01/31/2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 8. BUDGET PERIOD<br><br>FROM: 01/20/2020 TO: 01/31/2022                                                                                                                      |                                                |
| 9. AMOUNT OF AWARD<br><br>\$ 33,512                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 10. DATE OF AWARD<br><br>05/07/2020                                                                                                                                          |                                                |
| 11. SECOND YEAR'S BUDGET                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 12. SECOND YEAR'S BUDGET AMOUNT                                                                                                                                              |                                                |
| 13. THIRD YEAR'S BUDGET PERIOD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 14. THIRD YEAR'S BUDGET AMOUNT                                                                                                                                               |                                                |
| 15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)<br><br>The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.<br><br>NCA/NCF |                                                                                                                                                                              |                                                |



## RESOLUTION # 2020-65

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2020 BUDGET BY REALLOCATING APPROPRIATIONS OF \$33,600 FROM CONTINGENCY WITHIN THE GRANTS FUND TO THE FY20 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROJECT FOR REIMBURSEMENT OF EQUIPMENT AND PERSONNEL COSTS ASSOCIATED WITH THE RESPONSE TO THE CORONAVIRUS NATIONAL EMERGENCY.**

**WHEREAS**, the U.S. Department of Justice (DOJ) acting through its Office of Justice Programs (OJP) is offering grant funds (BJA FY20 Coronavirus Emergency Supplemental Funding Program or “Grant”) to assist in preparing for, preventing and responding to the coronavirus national emergency;

**WHEREAS**, the Surprise Police Department has applied for and been tentatively awarded \$33,512 out of this grant and desires to accept these grant funds;

**WHEREAS**, the FY2020 budget was adopted by Council Resolution #2019-75 on June 4, 2019;

**WHEREAS**, this action will necessitate a budget amendment; and

**WHEREAS**, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Surprise, Arizona, as follows.

**Section 1.** That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2019 through June 30, 2020.

**Section 2.** The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

**SIGNATURES APPEAR ON NEXT PAGE**

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Skip Hall, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Sherry Aguilar, City Clerk

\_\_\_\_\_  
Robert Wingo, City Attorney

**RESOLUTION # 2020-65XX****Exhibit A**

1. Appropriation - The allocation below represents a reallocation of appropriations in the amount of \$33,600 from contingency within the Grants Fund to the FY20 Coronavirus Emergency Supplemental Funding project within the Grants Fund to cover the projected agency expenditures associated with preparing for, assisting with, preventing, and responding to the coronavirus national emergency, including the purchase of necessary personal protective equipment. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

| <b>Fund</b>          | <b>Department</b>  | <b>Project/Category</b>                            | <b>Rev/<br/>Exp</b> | <b>Current<br/>Budget</b> | <b>Increase/<br/>(Decrease)</b> | <b>Amended<br/>Budget</b> |
|----------------------|--------------------|----------------------------------------------------|---------------------|---------------------------|---------------------------------|---------------------------|
| Grants               | Police             | #G31420 FY20 Coronavirus<br>Emergency Supplemental | E                   |                           | 33,600                          | 33,600                    |
| Grants               | General Operations | Contingency                                        | E                   | 20,825,000                | (33,600)                        | 20,791,400                |
| Grants               | Police             | Intergovernmental                                  | R                   |                           | 33,600                          | 33,600                    |
| Grants               | General Operations | Other                                              | R                   | 23,628,900                | (33,600)                        | 23,595,300                |
| <b>Expense Total</b> |                    |                                                    |                     | <b>20,825,000</b>         | <b>-</b>                        | <b>20,825,000</b>         |
| <b>Revenue Total</b> |                    |                                                    |                     | <b>23,628,900</b>         | <b>-</b>                        | <b>23,628,900</b>         |



## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 2, 2020  
Submitting Department: Fire - Medical  
Staff Recommendations: None

Contact Person: Tom Abbott, FIRE CHIEF  
District: Internal

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Consent: Yes      Regular: No      Public Hearing: No      Report/Discussion: No

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### **Agenda Wording:**

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations of \$75,500 from the Grants Fund to a new project in the Ground Ambulance Service Fund to account for the acceptance of CARES Act funding and cover healthcare related expenses attributable to the COVID-19 pandemic; Resolution #2020-68.

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### **Motion:**

I move to approve Resolution #2020-68.

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### **Background:**

On March 27, 2020, President Trump signed the bipartisan CARES Act which provides \$50 billion to facilities and providers that bill Medicare. The funding will be used to support healthcare-related expenses and/or lost revenue attributable to COVID-19.

Of the \$50 billion, \$30 billion was immediately distributed. On April 10, 2020, the City of Surprise received \$75,467.15 into its Ground Ambulance Service lockbox account via ACH. The City of Surprise is considered an eligible provider due to its Ground Ambulance Service program, and the subsequent billing of Medicare for services provided to patients transported by ambulance to a hospital.

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### **Objective Analysis:**

The City of Surprise Fire-Medical department desires to accept payment from the CARES Act Provider Relief Fund to offset expenses incurred in the Ground Ambulance Service program as a result of the COVID-19 pandemic. Such expenses include, but are not limited to, personnel expenses.

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### **Policy Compliant:**

In order to accept the CARES Act Provider Relief funding from the U.S. Department of Health & Human Services, the City must attest and agree to the attached terms and conditions.

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**Financial Impact:**

Funding received by the City from the Cares Act Provider Relief fund is not a loan, and will not need to be repaid. The one-time amount of \$75,467.15 received will offset expenses incurred as a result of COVID-19.

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**Budget Impact:**

The FY2020 adopted budget did not include appropriations for revenue and expenses related to the COVID-19 pandemic. Acceptance of the City's portion of the \$30 billion distribution will require a reallocation of \$75,500 from the Grants Fund to the Ground Ambulance Fund. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

**FTE Impact:**

There is no FTE impact.

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**ATTACHMENTS:**

1. terms-and-conditions-provider-relief-30-b
  2. Resolution 2020-68 Accept Relief Funds US HHS final bf
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## Acceptance of Terms and Conditions

If you receive a payment from funds appropriated in the Public Health and Social Services Emergency Fund for provider relief (“Relief Fund”) under Public Law 116-136 and retain that payment for at least 30 days without contacting HHS regarding remittance of those funds, you are deemed to have accepted the following Terms and Conditions. Please also indicate your acceptance below. This is not an exhaustive list and you must comply with any other relevant statutes and regulations, as applicable.

Your commitment to full compliance with all Terms and Conditions is material to the Secretary’s decision to disburse these funds to you. Non-compliance with any Term or Condition is grounds for the Secretary to recoup some or all of the payment made from the Relief Fund.

These Terms and Conditions apply directly to the recipient of payment from the Relief Fund. In general, the requirements that apply to the recipient also apply to subrecipients and contractors, unless an exception is specified.

### Relief Fund Payment from Initial \$30 Billion General Distribution Terms and Conditions

- The “Payment” means the funds received from the Public Health and Social Services Emergency Fund (“Relief Fund”). The Recipient means the healthcare provider, whether an individual or an entity, receiving the Payment.
- The Recipient certifies that it billed Medicare in 2019; provides or provided after January 31, 2020 diagnoses, testing, or care for individuals with possible or actual cases of COVID-19; is not currently terminated from participation in Medicare or precluded from receiving payment through Medicare Advantage or Part D; is not currently excluded from participation in Medicare, Medicaid, and other Federal health care programs; and does not currently have Medicare billing privileges revoked.
- The Recipient certifies that the Payment will only be used to prevent, prepare for, and respond to coronavirus, and that the Payment shall reimburse the Recipient only for health care related expenses or lost revenues that are attributable to coronavirus.
- The Recipient certifies that it will not use the Payment to reimburse expenses or losses that have been reimbursed from other sources or that other sources are obligated to reimburse.
- The Recipient shall submit reports as the Secretary determines are needed to ensure compliance with conditions that are imposed on this Payment, and such reports shall be in such form, with such content, as specified by the Secretary in future program instructions directed to all Recipients.



## DEPARTMENT OF HEALTH & HUMAN SERVICES

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- The Recipient certifies that all information it provides as part of its application for the Payment, as well as all information and reports relating to the Payment that it provides in the future at the request of the Secretary or Inspector General, are true, accurate and complete, to the best of its knowledge. The Recipient acknowledges that any deliberate omission, misrepresentation, or falsification of any information contained in this Payment application or future reports may be punishable by criminal, civil, or administrative penalties, including but not limited to revocation of Medicare billing privileges, exclusion from federal health care programs, and/or the imposition of fines, civil damages, and/or imprisonment.
- Not later than 10 days after the end of each calendar quarter, any Recipient that is an entity receiving more than \$150,000 total in funds under the Coronavirus Aid, Relief, and Economics Security Act (P.L. 116-136), the Coronavirus Preparedness and Response Supplemental Appropriations Act (P.L. 116-123), the Families First Coronavirus Response Act (P.L. 116-127), or any other Act primarily making appropriations for the coronavirus response and related activities, shall submit to the Secretary and the Pandemic Response Accountability Committee a report. This report shall contain: the total amount of funds received from HHS under one of the foregoing enumerated Acts; the amount of funds received that were expended or obligated for each project or activity; a detailed list of all projects or activities for which large covered funds were expended or obligated, including: the name and description of the project or activity, and the estimated number of jobs created or retained by the project or activity, where applicable; and detailed information on any level of sub-contracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 allowing aggregate reporting on awards below \$50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.
- The Recipient shall maintain appropriate records and cost documentation including, as applicable, documentation described in 45 CFR § 75.302 – Financial management and 45 CFR § 75.361 through 75.365 – Record Retention and Access, and other information required by future program instructions to substantiate the reimbursement of costs under this award. The Recipient shall promptly submit copies of such records and cost documentation upon the request of the Secretary, and Recipient agrees to fully cooperate in all audits the Secretary, Inspector General, or Pandemic Response Accountability Committee conducts to ensure compliance with these Terms and Conditions.
- The Secretary has concluded that the COVID-19 public health emergency has caused many healthcare providers to have capacity constraints. As a result, patients that would ordinarily be able to choose to receive all care from in-network healthcare providers may no longer be able to receive such care in-network. Accordingly, for all care for a presumptive or actual case of COVID-19, Recipient certifies that it will not seek to collect from the patient out-of-pocket expenses in an amount greater than what the patient would have otherwise been required to pay if the care had been provided by an in-network Recipient.



The following statutory provisions also apply:

**General Provisions in FY 2020 Consolidated Appropriation**

**SEC. 202. Executive Pay.** None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II:

**SEC. 210. Funding Prohibition for Gun Control Advocacy.** None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

**SEC. 503. Lobbying**

(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

**SEC. 506. Prohibits Use of Federal Funds for Abortions.**



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(a) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for any abortion.

(b) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for health benefits coverage that includes coverage of abortion.

(c) The term “health benefits coverage” means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.

### **SEC. 507 Limitations on Abortion Funding Prohibition**

(a) The limitations established in the preceding section shall not apply to an abortion—

(1) if the pregnancy is the result of an act of rape or incest; or

(2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

(b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State’s or locality’s contribution of Medicaid matching funds).

(c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State’s or locality’s contribution of Medicaid matching funds).

(d)(1) None of the funds made available in this Act may be made available to a Federal agency or program, or to a State or local government, if such agency, program, or government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

(2) In this subsection, the term “health care entity” includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

Prohibits Use of Funds for Embryo Research

### **SEC. 508. Prohibits Use of Funds for Embryo Research**



## DEPARTMENT OF HEALTH & HUMAN SERVICES

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(a) None of the funds made available in this Act may be used for—

(1) the creation of a human embryo or embryos for research purposes; or

(2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

(b) For purposes of this section, the term “human embryo or embryos” includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

### **SEC. 509. Prohibits Promotion of Legalization of Controlled Substances**

(a) None of the funds made available in this Act may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established by section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

(b) The limitation in subsection (a) shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

### **SEC. 515. (b) Prohibits Asking Candidates for Federal Scientific Advisory Committees Their Political Affiliations; Prohibits Distribution of Intentionally False Information**

(b) None of the funds made available in this Act may be used to disseminate information that is deliberately false or misleading.

### **SEC. 520. Pornography.**

(a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

**SEC. 521. Prohibits Funding ACORN or Its Affiliates or Subsidiaries.** None of the funds made available under this or any other Act, or any prior Appropriations Act, may be provided to



the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

**SEC. 527. Prohibits Federal Funding for Needle Exchange Except in Limited**

**Circumstances.** Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: *Provided*, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

**Government-wide General Provisions**

**SEC. 718. Propaganda.** No part of any appropriation contained in this or any other Act shall be used directly or indirectly, including by private contractor, for publicity or propaganda purposes within the United States not heretofore authorized by the Congress.

**SEC. 732. Privacy Act.** None of the funds made available in this Act may be used in contravention of section 552a of title 5, United States Code (popularly known as the Privacy Act), and regulations implementing that section.

**SEC. 742. Confidentiality Agreements.**

(a) None of the funds appropriated or otherwise made available by this or any other Act may be available for a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The limitation in subsection (a) shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

**SEC. 743. Nondisclosure Agreements**

(a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such policy, form, or agreement does not contain the following provisions: "These provisions are consistent with and do not supersede, conflict with, or



otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this SEC. 743. (a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such policy, form, or agreement does not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”: *Provided*, That notwithstanding the preceding provision of this section, a nondisclosure policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

(b) A nondisclosure agreement may continue to be implemented and enforced notwithstanding subsection (a) if it complies with the requirements for such agreement that were in effect when the agreement was entered into.

(c) No funds appropriated in this or any other Act may be used to implement or enforce any agreement entered into during fiscal year 2014 which does not contain substantially similar language to that required in subsection (a).

**SEC. 744. Unpaid Federal Tax Liability.** None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has





## DEPARTMENT OF HEALTH & HUMAN SERVICES

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any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

**SEC. 745. Criminal Felony Limitation.** None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

### Other Appropriations Provisions

**42 U.S.C. 289d note** No funds appropriated under this Act or subsequent Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Acts shall be used by the National Institutes of Health, or any other Federal agency, or recipient of Federal funds on any project that entails the capture or procurement of chimpanzees obtained from the wild. For purposes of this section, the term ‘recipient of Federal funds’ includes private citizens, corporations, or other research institutions located outside of the United States that are recipients of Federal funds.

### Other Statutory Provisions

#### Trafficking in Persons

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

#### ***a. Provisions applicable to a recipient that is a private entity.***

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or



## DEPARTMENT OF HEALTH & HUMAN SERVICES

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ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-

- A. Associated with performance under this award; or
- B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

***b. Provision applicable to a recipient other than a private entity.***

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376

***c. Provisions applicable to any recipient.***

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term
- 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

***d. Definitions.*** For purposes of this award term:

- 1. "Employee" means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the



## DEPARTMENT OF HEALTH & HUMAN SERVICES

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use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

### **Whistleblower Protections**

You are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot

Program for Enhancement of Contractor Employee Whistleblower protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2,

2013) applies to this award.

### **Human Subjects Protections**

If any activities under this project will involve human subjects in any research activities, you must provide satisfactory assurance of compliance with the participant protection requirement of the HHS/OASH Office of Human Research Protection (OHRP) prior to implementation of those research components. This assurance should be submitted to the OHRP in accordance with the appropriate regulations.

### **Fraud, Abuse and Waste:**

The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs. Your information will be reviewed promptly by a professional staff member. Due to the high volume of information that they receive, they are unable to reply to submissions. You may reach the OIG through various channels.

Internet: <https://forms.oig.hhs.gov/hotlineoperations/index.aspx>

Phone: 1-800-HHS-TIPS (1-800-447-8477)

Mail: US Department of Health and Human Services

Office of Inspector General

ATTN: OIG HOTLINE OPERATIONS

PO Box 23489

Washington, DC 20026

For additional information visit <https://oig.hhs.gov/fraud/report-fraud/index.asp>

## RESOLUTION # 2020-68

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2020 BUDGET BY REALLOCATING APPROPRIATIONS OF \$75,500 FROM THE GRANTS FUND TO A NEW PROJECT IN THE GROUND AMBULANCE SERVICE FUND IN ORDER TO ACCEPT A DISTRIBUTION FROM THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES PURSUANT TO THE PUBLIC LAW 116-136 (CARES ACT) AND COVER HEALTHCARE RELATED EXPENSES ATTRIBUTABLE TO THE COVID-19 PANDEMIC.**

**WHEREAS**, on March 27, 2020, to assist with healthcare related expenses and/or lost revenue attributable to the COVID-19 pandemic, President Trump signed the bipartisan CARES Act which provides \$50 billion to facilities and providers that billed Medicare in 2019;

**WHEREAS**, on April 10, 2020, the City, acting by and through the Fire-Medical Department, automatically received a distribution of \$75,467.15 into its Ground Ambulance Service lockbox account via ACH;

**WHEREAS**, the City desires to accept the money in accordance with the Terms and Conditions attached as Exhibit B;

**WHEREAS**, the FY2020 budget was adopted by Council Resolution #2019-75 on June 4, 2019;

**WHEREAS**, this action will necessitate a budget amendment; and

**WHEREAS**, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Surprise, Arizona, as follows.

**Section 1.** That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2019 through June 30, 2020.

**Section 2.** The Agreement between the City of Surprise and the U.S. Department of Health and Human Services, attached as the Terms and Conditions, Exhibit B, is approved.

**Section 3.** The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Skip Hall, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Sherry Aguilar, City Clerk

\_\_\_\_\_  
Robert Wingo, City Attorney

**RESOLUTION # 2020-68**  
**Exhibit A**

1. Appropriation - The allocation below represents a reallocation of appropriation in the amount of \$75,500 from the Grants Fund to a project in the Ground Ambulance Service Fund in order to receive revenue from the United States Department of Health and Human Services pursuant to the CARES Act for the Ground Ambulance program, and cover qualified expenses. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

| <b>Fund</b>              | <b>Department</b>  | <b>Project/Category</b> | <b>Rev/<br/>Exp</b> | <b>Current<br/>Budget</b> | <b>Increase/<br/>(Decrease)</b> | <b>Amended<br/>Budget</b> |
|--------------------------|--------------------|-------------------------|---------------------|---------------------------|---------------------------------|---------------------------|
| Grants                   | General Operations | Contingency             | E                   | 20,825,000                | (75,500)                        | 20,749,500                |
| Ground Ambulance Service | Fire - Medical     | Personnel Services      | E                   | 2,571,700                 | 75,500                          | 2,647,200                 |
| Grants                   | General Operations | Other                   | R                   | 23,628,900                | (75,500)                        | 23,553,400                |
| Ground Ambulance Service | Fire - Medical     | Other                   | R                   | 3,972,000                 | 75,500                          | 4,047,500                 |
| <b>Expense Total</b>     |                    |                         |                     | <b>23,396,700</b>         | <b>-</b>                        | <b>23,396,700</b>         |
| <b>Revenue Total</b>     |                    |                         |                     | <b>27,600,900</b>         | <b>-</b>                        | <b>27,600,900</b>         |

**RESOLUTION # 2020-68**  
**Exhibit B**





## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 2, 2020  
Submitting Department: Public Works  
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW  
District: District 6

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|              |             |                    |                       |
|--------------|-------------|--------------------|-----------------------|
| Consent: Yes | Regular: No | Public Hearing: No | Report/Discussion: No |
|--------------|-------------|--------------------|-----------------------|

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### **Agenda Wording:**

Consideration and action declaring the City's intent to establish the "City of Surprise, Arizona, SU-DesertCove184 Lighting Improvement District" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution #2020-58.

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### **Motion:**

I move to approve Resolution #2020-58.

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### **Background:**

The City has verified that the Petition for the proposed street light improvement district contains the signatures of all of the real property owners in the district, exclusive of mortgages and other lien holders.

The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff.

The lighting improvements are more than local or ordinary public benefit and the expenses of the district will be paid for by the levy and collection of equal apportionment taxes based on the number and classification of properties within the district.

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### **Objective Analysis:**

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for the United Construction Group development.

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### **Policy Compliant:**

Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is

consistent with these objectives.

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**Financial Impact:**

Any financial impact on the City is anticipated to be minimal, as the Developer and District will be bearing the costs and expenses of the District and street light improvement facilities.

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**Budget Impact:**

Funding was not included as part of the FY2020 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2020, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2021, at the earliest.

**FTE Impact:**

This action does not change the full time equivalent count.

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**ATTACHMENTS:**

1. 01 Res 2020-58 Desert Cove 184 SLID-FINAL
  2. 02 FS19-771-United Construction-SLID Petition
  3. 03 FS19-771-STREETLIGHT PLAN-Approved
  4. 04 Council Map Exhibit-United Construction
-

## RESOLUTION # 2020-58

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF EQUAL APPORTIONMENT OF TAXES BASED ON THE NUMBER AND CLASSIFICATION OF PROPERTIES WITHIN THE DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, *SU-DESERTCOVE184* LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.**

**WHEREAS**, the owners, exclusive of mortgagees and other lienholders, of all of the real property (hereinafter referred to as "Petitioner") in the hereinafter described District, acting pursuant to the provisions of Sections 48-615(A) and 48-617(A), Arizona Revised Statutes, have petitioned the Mayor and Council of the City of Surprise, Arizona (hereinafter referred to as "City"), to adopt a resolution of intention (hereinafter referred to as "Resolution") ordering the purchase of energy for the lighting of the public streets and parks (hereinafter referred to as "Improvements") for the real property legally described in Exhibit A (such area hereinafter referred to as the "District") with such boundaries as shown in the map in Exhibit B attached hereto pursuant to the provisions of Section 48-576, Arizona Revised Statutes, giving the City immediate jurisdiction to order the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes, without the necessity of the publications or posting of this Resolution provided for in Sections 48-578, Arizona Revised Statutes;

**WHEREAS**, the City has verified that Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District, and;

**WHEREAS**, the Mayor and Council of the City hereby find and determine that they have jurisdiction to adopt this Resolution to order the Improvements pursuant to the provisions of Section 48-576, Arizona Revised Statutes, and have immediate jurisdiction to adopt this Resolution ordering the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes without the necessity of publications and posting of this Resolution as provided for in Section 48-578, Arizona Revised Statutes;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Surprise, Arizona, as follows.

**Section 1.** The City, after verifying ownership of the real property included within the boundaries of the District, hereby finds the Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District.

**Section 2.** The name of the District shall be "CITY OF SURPRISE, ARIZONA, *SU-DESERTCOVE184* LIGHTING IMPROVEMENT DISTRICT."

**Section 3.** The District is formed, and shall exist, pursuant to the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and Section 48-616, Arizona Revised Statutes.

**Section 4.** The public interest or convenience requires, and it is the intention of the Mayor and Council of the City to order the Improvements as so described above.

**Section 5.** The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of an equal apportionment of taxes based on the number and classification of properties within the District to be known and designated as "City of Surprise, Arizona *SU-DesertCove184* Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

**Section 6.** The Superintendent of Streets or equivalent of the City shall not be required to post or cause to be posted notices of the Resolution of Intention. The Clerk of the City shall certify to the passage of this Resolution of Intention but shall not be required to cause the same to be published in a newspaper published and of general circulation in the City.

**Section 7.** The Mayor and Council of the City shall make annual statements and estimates of the expenses of the district, which shall be provided for by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District; shall publish notice thereof; shall have hearings thereon; and shall adopt them at the times and in the manner provided for incorporated cities and towns by the applicable portions of Section 42-17101, et seq., 42-17152, Arizona Revised Statutes. The Mayor and Council of the City shall, on or before the third Monday in August of each year, fix, levy and assess the amount to be raised by an equal apportionment of taxes based on the number and classification of the properties within the District and collect, as Maricopa County, Arizona (the "County") taxes are collected, the amounts shown by the statements and estimates as adopted by the Mayor and Council of the City. All statutes providing for the levy and collection of State of Arizona and County taxes, shall be applicable to District taxes as provided to be levied under Section 48-616, Arizona Revised Statutes.

**Section 8.** The District shall not be authorized to issue bonds and no assessment for District purposes against the property within the District shall exceed One Dollar and Twenty Cents (\$1.20) per each hundred dollars of taxable valuation thereof in any year.

**Section 9.** The District shall not engage in any activity other than as provided in Section 48-616, Arizona Revised Statutes, i.e., contracting for and purchasing of energy for street and public park lighting.

**Section 10.** The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of construction street lighting facilities within any part or all of the same territory as the District.

**Section 11.** The type of lighting facilities to be installed in the District and the locations thereof shall consist of those lighting facilities and locations described in the petition submitted by Petitioner, or as may be approved by the City.

**Section 12.** The rate to be paid for purchasing the energy for the District shall be the rate described in the petition submitted by Petitioner, or as may be approved by the Arizona Public Service Company.

**Section 13.** Any resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Skip Hall, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Sherry Aguilar, City Clerk

\_\_\_\_\_  
Robert Wingo, City Attorney

EXHIBIT A  
LEGAL DESCRIPTION

# EXHIBIT "A"

## SLID

### LEGAL DESCRIPTION

LOTS 3, 4 AND A PORTION OF LOT 2 OF DESERT COVE COMMERCIAL PARK AS RECORDED IN BOOK 957, PAGE 40, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP FLUSH AT THE INTERSECTION OF LITCHFIELD ROAD AND DESERT COVE ROAD, FROM WHICH A BRASS CAP IN HANDHOLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 0°47'18" WEST, A DISTANCE OF 1330.90 FEET;

THENCE NORTH 0°47'18" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 663.42 FEET;

THENCE SOUTH 89°59'13" EAST, A DISTANCE OF 401.13 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°59'13" EAST, A DISTANCE OF 265.40 FEET;

THENCE NORTH 0°55'11" WEST, A DISTANCE OF 12.00 FEET;

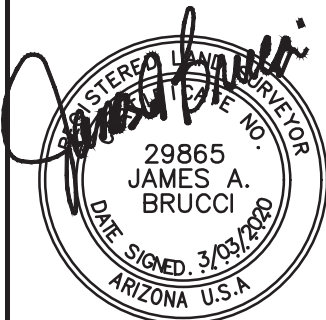
THENCE SOUTH 89°59'59" EAST, A DISTANCE OF 403.17 FEET;

THENCE SOUTH 0°55'11" EAST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 635.28 FEET, TO A POINT ON THE MONUMENT LINE OF DESERT COVE ROAD;

THENCE NORTH 89°59'59" WEST, ALONG THE MONUMENT LINE OF SAID DESERT COVE ROAD, A DISTANCE OF 660.32 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 325.10 FEET;

THENCE WESTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 1°27'13". FOR AN ARC LENGTH OF 8.25 FEET;

THENCE NORTH 0°55'11" WEST, A DISTANCE OF 623.44 FEET TO THE POINT OF BEGINNING.



#### PAGE 1 OF 2

TITLE: XB01  
SCALE: N.T.S.  
DATE: 1/17/20  
DESC: SLID

#### HUNTER

ENGINEERING

10450 N. 74TH ST., SUITE 200  
SCOTTSDALE, AZ 85258  
T 480 991 3985  
F 480 991 3986

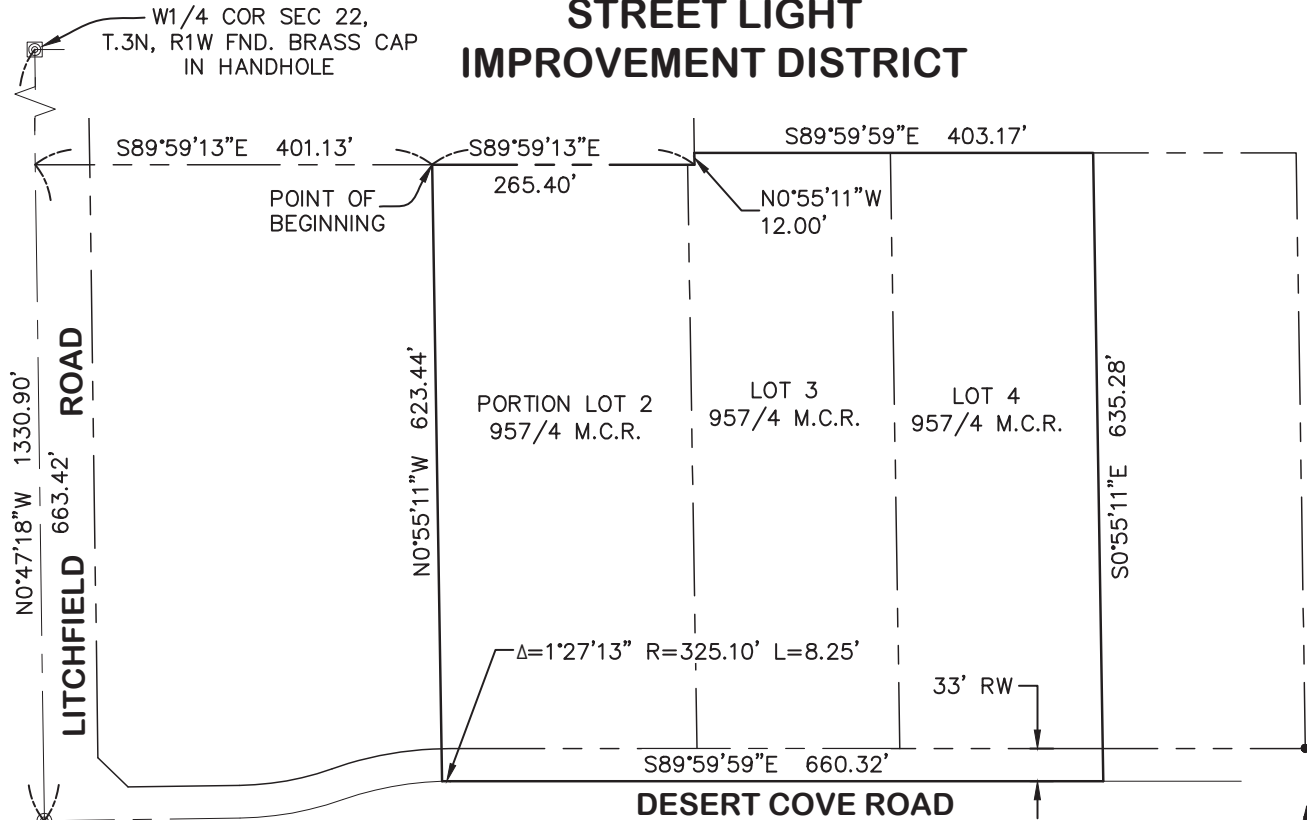
CIVIL AND SURVEY

DEUTO42-XB01.DWG  
PROJ.NO.DEUTO42-S



EXHIBIT B  
BOUNDARY MAP

# STREET LIGHT IMPROVEMENT DISTRICT



PAGE 2 OF 2

TITLE: XB01  
SCALE: 1"=150'  
DATE: 1/17/20  
DESC: SLID

**HUNTER**  
ENGINEERING

10450 N. 74TH ST., SUITE 200  
SCOTTSDALE, AZ 85258  
T 480 991 3985  
F 480 991 3986

CIVIL AND SURVEY

DEUTO42-XB01.DWG  
PROJ.NO.DEUTO42-S



## STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

We, the undersigned, are all or a majority of the real property owners, exclusive of mortgagees and other lienholders, within the district named below. We petition the City Council of the City of Surprise, Arizona, to establish a street light improvement district under Arizona Revised Statutes (A.R.S.) §48-571 to 48-622, and any amendments, and specifically A.R.S. §48-615 to 48-617, to purchase electricity for lighting the public streets and/or parks within the district whose boundaries and area is described in Exhibits A and B attached hereto. This petition includes a charge for maintaining the lighting facilities.

It is hereby requested that, in compliance with the Arizona Revised Statutes, the City Council adopt a Resolution of Intention to order the proposed improvements, and that unless protests are received pursuant to A.R.S. §48-579 sufficient to bar further proceedings, the City Council proceed with the improvements petitioned for herein.

Expenses of the District (**PICK ONE**)

- ☐ shall be paid by the levy and collection of ad valorem taxes upon assessed value of all property in the District
- ☒ shall be paid by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District.

Public convenience, necessity and welfare will be promoted by the establishment of the District and the real property within the District will be benefited by the District. Additional street lighting facilities may be installed and included in the District, at no investment cost to the District, as directed by the City and as approved by Arizona Public Service and the City Engineer.

WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to form the District and to fulfill the purposes for which the District is organized, as the Mayor and Council believe is proper and necessary.

The name of the proposed street light improvements district shall be:

SU-DesertCove184

*(Leave Blank - to be assigned by City staff)*

PETITIONERS: Please print and sign your name

| PRINT BUSINESS/<br>PETITIONER'S NAME | ADDRESS OF PROPERTY<br>OWNED WITHIN DISTRICT | ASSESSOR<br>PARCEL #     | SIGNATURE         |
|--------------------------------------|----------------------------------------------|--------------------------|-------------------|
| United Construction<br>Group         | NEC DesertCove<br>& Litchfield               | 901-44-924<br>901-44-930 | R. J. [Signature] |
|                                      |                                              |                          |                   |
|                                      |                                              |                          |                   |
|                                      |                                              |                          |                   |



**RATE SCHEDULE E-58  
CLASSIFIED SERVICE  
STREET LIGHTING SERVICE**

AVAILABILITY

This rate schedule is applicable to those portions of cities, towns and unincorporated communities in which the Company does a general retail electric business and where the Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered.

DESCRIPTION

E-58 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIODS

Dusk: Time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.  
Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the following charges, plus adjustments.

I. FIXTURES (Includes Mounting Arm, if Applicable)

|                  | Lumen      | Watts | kWh | CHARGES               |                      |
|------------------|------------|-------|-----|-----------------------|----------------------|
|                  |            |       |     | Investment by Company | Investment by Others |
| A. Acorn         | 3,835 LED  | 75    | 26  | \$21.63               | \$7.59               |
|                  | 4,796 LED  | 75    | 26  | \$17.38               | \$6.46               |
|                  | 5,003 LED  | 100   | 35  | \$23.45               | \$8.71               |
|                  | 5,904 LED  | 100   | 35  | \$23.03               | \$8.60               |
|                  | 6000 IND   | 85    | 29  | \$19.24               | \$5.14               |
| B. Architectural | 6,200 IND  | 85    | 29  | \$10.13               | \$3.93               |
|                  | 8,400 IND  | 100   | 34  | \$10.69               | \$4.36               |
|                  | 10,200 IND | 120   | 41  | \$11.75               | \$4.99               |
|                  | 13,000 IND | 150   | 52  | \$12.98               | \$5.93               |
|                  | 20,500 IND | 200   | 69  | \$14.78               | \$7.37               |
|                  | 22,500 IND | 265   | 91  | \$17.63               | \$9.28               |
|                  | 3,300 LED  | 43    | 15  | \$10.24               | \$3.79               |
|                  | 3,800 LED  | 32    | 12  | \$7.73                | \$2.92               |
|                  | 3,900 LED  | 32    | 12  | \$9.96                | \$3.51               |
|                  | 4,050 LED  | 63    | 22  | \$18.63               | \$6.52               |
|                  | 4,100 LED  | 45    | 16  | \$10.34               | \$3.89               |
|                  | 4,800 LED  | 41    | 15  | \$8.27                | \$3.27               |
|                  | 5,000 LED  | 41    | 15  | \$9.61                | \$3.62               |



**RATE SCHEDULE E-58  
CLASSIFIED SERVICE  
STREET LIGHTING SERVICE**

|          | CHARGES    |       |     |                             |                            |
|----------|------------|-------|-----|-----------------------------|----------------------------|
|          | Lumen      | Watts | kWh | Investment<br>by<br>Company | Investment<br>by<br>Others |
|          | 5,100 LED  | 60    | 21  | \$10.18                     | \$4.19                     |
|          | 5,300 LED  | 67    | 24  | \$10.47                     | \$4.48                     |
|          | 5,800 LED  | 94    | 32  | \$17.81                     | \$5.16                     |
|          | 5,890 LED  | 89    | 31  | \$20.56                     | \$7.66                     |
|          | 6,000 LED  | 62    | 22  | \$18.63                     | \$6.52                     |
|          | 6,000 LED  | 67    | 24  | \$19.89                     | \$6.99                     |
|          | 6,400 LED  | 89    | 31  | \$17.89                     | \$5.10                     |
|          | 6,810 LED  | 101   | 35  | \$18.89                     | \$7.50                     |
|          | 7,100 LED  | 62    | 22  | \$19.70                     | \$6.80                     |
|          | 7,400 LED  | 127   | 44  | \$20.42                     | \$6.34                     |
|          | 7,500 LED  | 73    | 26  | \$20.08                     | \$7.18                     |
|          | 7,700 LED  | 86    | 30  | \$18.41                     | \$7.02                     |
|          | 8,200 LED  | 88    | 31  | \$10.45                     | \$4.97                     |
|          | 8,200 LED  | 95    | 33  | \$11.87                     | \$5.48                     |
|          | 8,300 LED  | 72    | 25  | \$17.93                     | \$6.54                     |
|          | 8,300 LED  | 106   | 37  | \$12.45                     | \$5.91                     |
|          | 8,500 LED  | 88    | 31  | \$11.69                     | \$5.30                     |
|          | 9,020 LED  | 139   | 48  | \$22.94                     | \$9.47                     |
|          | 9,200 LED  | 139   | 48  | \$25.60                     | \$7.30                     |
|          | 9,900 LED  | 130   | 45  | \$13.82                     | \$6.84                     |
|          | 10,000 LED | 93    | 32  | \$21.43                     | \$7.96                     |
|          | 10,000 LED | 113   | 39  | \$13.26                     | \$6.28                     |
|          | 10,600 LED | 126   | 44  | \$22.56                     | \$9.09                     |
|          | 11,100 LED | 108   | 38  | \$12.76                     | \$6.07                     |
|          | 11,500 LED | 108   | 38  | \$13.16                     | \$6.18                     |
|          | 12,300 LED | 203   | 70  | \$25.48                     | \$8.85                     |
|          | 12,900 LED | 119   | 41  | \$22.31                     | \$8.82                     |
|          | 13,260 LED | 202   | 70  | \$27.11                     | \$12.12                    |
|          | 13,620 LED | 202   | 70  | \$28.49                     | \$9.24                     |
|          | 14,000 LED | 171   | 59  | \$26.07                     | \$11.08                    |
|          | 15,000 LED | 136   | 47  | \$24.93                     | \$9.94                     |
|          | 15,400 LED | 144   | 50  | \$25.21                     | \$10.22                    |
|          | 18,300 LED | 162   | 56  | \$16.13                     | \$8.22                     |
|          | 19,200 LED | 257   | 89  | \$26.87                     | \$13.38                    |
|          | 20,000 LED | 258   | 89  | \$26.87                     | \$13.38                    |
|          | 20,300 LED | 193   | 67  | \$17.17                     | \$9.26                     |
|          | 21,000 LED | 193   | 67  | \$24.77                     | \$11.28                    |
| C. Cobra | 6,200 IND  | 75    | 26  | \$10.54                     | \$3.77                     |
|          | 6,400 IND  | 85    | 29  | \$8.97                      | \$3.78                     |
|          | 8,000 IND  | 88    | 30  | \$10.47                     | \$4.04                     |
|          | 8,400 IND  | 100   | 34  | \$9.70                      | \$4.24                     |
|          | 10,200 IND | 120   | 41  | \$10.44                     | \$4.81                     |



**RATE SCHEDULE E-58  
CLASSIFIED SERVICE  
STREET LIGHTING SERVICE**

|                          |  |              |  | CHARGES                     |                            |     |         |         |
|--------------------------|--|--------------|--|-----------------------------|----------------------------|-----|---------|---------|
|                          |  |              |  | Investment<br>by<br>Company | Investment<br>by<br>Others |     |         |         |
|                          |  |              |  | Lumen                       | Watts                      | kWh |         |         |
| C. Cobra                 |  |              |  | 13,000 IND                  | 150                        | 52  | \$11.50 | \$5.73  |
|                          |  |              |  | 15,250 IND                  | 200                        | 69  | \$13.86 | \$7.25  |
|                          |  |              |  | 22,500 IND                  | 250                        | 86  | \$18.55 | \$9.06  |
|                          |  | Gray / Bronz |  | 3,500 IND                   | 55                         | 19  | \$10.50 | \$3.27  |
|                          |  |              |  | 6,000 LED                   | 95                         | 33  | \$17.05 | \$5.13  |
|                          |  |              |  | 8,700 LED                   | 142                        | 49  | \$19.17 | \$6.53  |
|                          |  |              |  | 9,600 LED                   | 157                        | 54  | \$20.40 | \$7.04  |
|                          |  |              |  | 11,600 B-LED                | 181                        | 62  | \$19.03 | \$7.44  |
|                          |  | Gray / Bronz |  | 3,300 LED                   | 43                         | 15  | \$9.00  | \$2.79  |
|                          |  | Gray / Bronz |  | 5,300 LED                   | 67                         | 23  | \$10.45 | \$3.54  |
|                          |  | Gray / Bronz |  | 8,300 LED                   | 106                        | 37  | \$13.55 | \$4.94  |
|                          |  | Gray / Bronz |  | 10,500 LED                  | 130                        | 45  | \$15.08 | \$5.69  |
|                          |  | Gray / Bronz |  | 20,000 LED                  | 258                        | 89  | \$26.21 | \$10.27 |
| D. Decorative<br>Transit |  |              |  | 5,300 LED                   | 75                         | 26  | \$28.44 | \$6.12  |
|                          |  |              |  | 8,300 LED                   | 100                        | 34  | \$30.45 | \$6.97  |
|                          |  |              |  | 8,147 LED                   | 75                         | 26  | \$35.76 | \$11.36 |
|                          |  |              |  | 9,522 LED                   | 100                        | 35  | \$36.14 | \$12.09 |
|                          |  |              |  | 10,500 LED                  | 150                        | 52  | \$32.69 | \$8.52  |
|                          |  |              |  | 14,896 LED                  | 150                        | 52  | \$39.98 | \$14.29 |
|                          |  | Double       |  | 8,147 LED                   | 75                         | 26  | \$64.74 | \$18.96 |
|                          |  | Double       |  | 9,522 LED                   | 100                        | 35  | \$64.67 | \$19.58 |
|                          |  | Double       |  | 14,896 LED                  | 100                        | 52  | \$70.67 | \$22.32 |
|                          |  | Copper       |  | 6,000 IND                   | 85                         | 29  | \$18.87 | \$5.09  |
|                          |  | Gray / Black |  | 8,000 IND                   | 88                         | 30  | \$14.86 | \$4.62  |
|                          |  | Gray / Black |  | 4,350 LED                   | 86                         | 30  | \$13.48 | \$4.44  |
|                          |  |              |  |                             |                            |     |         |         |
| E. Flood                 |  |              |  | 14,470 LED                  | 148                        | 51  | \$23.93 | \$9.95  |
|                          |  |              |  | 16,000 LED                  | 125                        | 43  | \$23.17 | \$9.19  |
| F. Pendant               |  |              |  | 8,678 LED                   | 75                         | 26  | \$26.36 | \$8.85  |
|                          |  |              |  | 13,964 LED                  | 100                        | 35  | \$27.84 | \$9.88  |
| G. Post Top              |  |              |  | 4,350 LED                   | 86                         | 30  | \$13.43 | \$5.69  |
|                          |  |              |  | 6,400 LED                   | 30                         | 30  | \$13.43 | \$5.69  |
|                          |  |              |  | 6,600 LED                   | 83                         | 29  | \$13.33 | \$5.59  |
| H. Roadway               |  |              |  | 3,300 LED                   | 43                         | 15  | \$9.46  | \$3.58  |
|                          |  |              |  | 3,800 LED                   | 32                         | 12  | \$7.24  | \$2.79  |
|                          |  |              |  | 3,900 LED                   | 32                         | 12  | \$9.18  | \$3.30  |
|                          |  |              |  | 4,100 LED                   | 45                         | 16  | \$9.56  | \$3.68  |
|                          |  |              |  | 4,800 LED                   | 41                         | 15  | \$7.76  | \$3.13  |
|                          |  |              |  | 5,000 LED                   | 41                         | 15  | \$9.12  | \$3.49  |
|                          |  |              |  | 5,100 LED                   | 60                         | 21  | \$9.69  | \$4.06  |
|                          |  |              |  | 5,300 LED                   | 67                         | 24  | \$9.98  | \$4.35  |
|                          |  |              |  | 8,200 LED                   | 88                         | 31  | \$9.72  | \$4.77  |



**RATE SCHEDULE E-58  
CLASSIFIED SERVICE  
STREET LIGHTING SERVICE**

|  |            |     |    |         |         |
|--|------------|-----|----|---------|---------|
|  | 8,200 LED  | 95  | 33 | \$11.36 | \$5.34  |
|  | 8,300 LED  | 106 | 37 | \$11.74 | \$5.72  |
|  | 8,500 LED  | 88  | 31 | \$11.18 | \$5.16  |
|  | 9,900 LED  | 130 | 45 | \$13.31 | \$6.70  |
|  | 10,000 LED | 113 | 39 | \$12.75 | \$6.14  |
|  | 11,100 LED | 108 | 38 | \$12.03 | \$5.88  |
|  | 11,500 LED | 108 | 38 | \$12.65 | \$6.04  |
|  | 18,300 LED | 162 | 56 | \$15.23 | \$7.98  |
|  | 19,200 LED | 257 | 89 | \$19.11 | \$11.32 |
|  | 20,000 LED | 258 | 89 | \$19.11 | \$11.32 |
|  | 20,300 LED | 193 | 67 | \$16.27 | \$9.02  |
|  | 21,000 LED | 193 | 67 | \$17.01 | \$9.22  |

|                                 |            |     |     |         |         |
|---------------------------------|------------|-----|-----|---------|---------|
| FROZEN                          | 4,000 INC  | 295 | 103 | \$10.54 | \$5.89  |
|                                 | 7,000 MV   | 175 | 73  | \$13.65 | \$7.83  |
|                                 | 11,000 MV  | 250 | 96  | \$17.09 | \$10.43 |
|                                 | 20,000 MV  | 400 | 150 | \$26.84 | \$15.21 |
| FROZEN<br>ACORN                 | 9,500 HPS  | 100 | 41  | \$29.14 | \$9.93  |
|                                 | 16,000 HPS | 150 | 69  | \$32.35 | \$12.55 |
| FROZEN<br>ARCHITECTURAL         | 9,500 HPS  | 100 | 41  | \$16.56 | \$7.90  |
|                                 | 16,000 HPS | 150 | 69  | \$19.77 | \$19.34 |
|                                 | 30,000 HPS | 250 | 99  | \$22.95 | \$13.57 |
|                                 | 50,000 HPS | 400 | 153 | \$28.32 | \$19.53 |
|                                 | 14,000 MH  | 175 | 72  | \$23.17 | \$12.70 |
|                                 | 21,000 MH  | 250 | 101 | \$26.31 | \$15.66 |
|                                 | 36,000 MH  | 400 | 159 | \$32.89 | \$21.54 |
|                                 | 8,000 LPS  | 55  | 30  | \$24.08 | \$10.58 |
|                                 | 13,500 LPS | 90  | 50  | \$28.39 | \$12.76 |
|                                 | 22,500 LPS | 135 | 72  | \$32.43 | \$15.56 |
| FROZEN<br>COBRA<br>ROADWAY      | 33,000 LPS | 180 | 90  | \$39.01 | \$18.33 |
|                                 | 5,800 HPS  | 70  | 29  | \$9.40  | \$5.56  |
|                                 | 9,500 HPS  | 100 | 41  | \$11.07 | \$6.81  |
|                                 | 16,000 HPS | 150 | 69  | \$13.86 | \$9.50  |
| FROZEN<br>COBRA<br>ROADWAY      | 30,000 HPS | 250 | 99  | \$16.72 | \$12.35 |
|                                 | 50,000 HPS | 400 | 153 | \$22.69 | \$17.63 |
|                                 | 14,000 MH  | 175 | 72  | \$16.12 | \$10.99 |
|                                 | 21,000 MH  | 250 | 101 | \$18.84 | \$13.67 |
|                                 | 36,000 MH  | 400 | 159 | \$24.81 | \$18.99 |
| FROZEN<br>DECORATIVE<br>TRANSIT | 8,000 FL   | 100 | 38  | \$18.53 | \$5.43  |
|                                 | 9,500 HPS  | 100 | 41  | \$39.95 | \$11.96 |
|                                 | 16,000 HPS | 150 | 69  | \$39.72 | \$13.36 |
| FROZEN<br>FLOOD                 | 30,000 HPS | 250 | 99  | \$45.74 | \$17.26 |
|                                 | 30,000 HPS | 250 | 99  | \$22.20 | \$13.79 |
|                                 | 50,000 HPS | 400 | 153 | \$27.53 | \$19.14 |
|                                 | 21,000 MH  | 250 | 101 | \$23.69 | \$14.58 |
| FROZEN Colonial Gray            | 36,000 MH  | 400 | 159 | \$28.89 | \$19.76 |
|                                 | 8,000 FL   | 100 | 38  | \$19.97 | \$5.64  |



**RATE SCHEDULE E-58  
CLASSIFIED SERVICE  
STREET LIGHTING SERVICE**

|          |                |           |     |    |         |         |
|----------|----------------|-----------|-----|----|---------|---------|
| POST TOP | Colonial Gray  | 9,500 HPS | 100 | 41 | \$11.42 | \$7.16  |
|          | Colonial Black | 9,500 HPS | 100 | 41 | \$13.15 | \$7.41  |
|          | Decorative     | 9,500 HPS | 100 | 41 | \$34.97 | \$11.03 |

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.
2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.
3. Listed kWhs reflect the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.
4. HPS = High Pressure Sodium
5. MH = Metal Halide
6. LPS = Low Pressure Sodium
7. FL = Fluorescent
8. INC = Incandescent. Incandescent lighting charges are applicable and available only to those Customers being served and those installations in service on November 1, 1986.
9. MV = Mercury Vapor. Mercury Vapor lighting charges are applicable and available only to those Customers being served and those installation in service on November 1, 1986 in accordance with A.R.S. §49-1104(A).
10. LED = Light Emitting Diode
11. IND = Induction





**RATE SCHEDULE E-58  
CLASSIFIED SERVICE  
STREET LIGHTING SERVICE**

**II. POLES**

|                                         |                    |                       |         | CHARGES                     |                            |        |
|-----------------------------------------|--------------------|-----------------------|---------|-----------------------------|----------------------------|--------|
|                                         |                    |                       |         | Investment<br>by<br>Company | Investment<br>by<br>Others |        |
| A. Anchor Base<br>Mounted<br>(Flush)    | Round Steel        | 1 Simplex<br>Adapter  | Height  |                             |                            |        |
|                                         |                    |                       | 12 ft.  | \$13.11                     | \$1.81                     |        |
|                                         |                    |                       | 22 ft.  | \$14.75                     | \$2.03                     |        |
|                                         |                    |                       | 25 ft.  | \$15.97                     | \$2.21                     |        |
|                                         |                    |                       | 30 ft.  | \$18.34                     | \$2.52                     |        |
|                                         |                    | 32 ft.                | \$19.27 | \$2.55                      |                            |        |
|                                         |                    | 2 Simplex<br>Adapters | 12 ft.  | \$13.98                     | \$1.93                     |        |
|                                         |                    |                       | 22 ft.  | \$16.06                     | \$2.22                     |        |
|                                         |                    |                       | 25 ft.  | \$16.75                     | \$2.31                     |        |
|                                         |                    |                       | 30 ft.  | \$19.47                     | \$2.68                     |        |
|                                         | 32 ft.             |                       | \$20.77 | \$2.87                      |                            |        |
|                                         | Square Steel       | 5"                    | 13 ft.  | \$15.03                     | \$2.06                     |        |
|                                         |                    |                       | 15 ft.  | \$13.43                     | \$1.85                     |        |
|                                         |                    |                       | 23 ft.  | \$15.93                     | \$2.19                     |        |
|                                         |                    |                       | 25 ft.  | \$17.51                     | \$2.41                     |        |
|                                         |                    |                       | 28 ft.  | \$19.44                     | \$2.67                     |        |
|                                         |                    |                       | 32 ft.  | \$19.33                     | \$2.66                     |        |
|                                         | Concrete           |                       | 12 ft.  | \$44.79                     | \$6.17                     |        |
|                                         | Fiberglass         |                       | 12 ft.  | \$37.93                     | \$5.22                     |        |
|                                         | Decorative Transit |                       | 4"      | 16 ft.                      | \$36.98                    | \$5.10 |
|                                         | Decorative Transit |                       | 6"      | 30 ft.                      | \$71.39                    | \$9.83 |
|                                         | Hinged Poles       |                       | Square  | 15 ft.                      | \$14.21                    | \$1.16 |
| Round                                   |                    |                       | 19 ft.  | \$12.85                     | \$1.05                     |        |
| B. Anchor Base<br>Mounted<br>(Pedestal) | Round Steel        | 1 Simplex<br>Adapter  | 12 ft.  | \$12.61                     | \$1.73                     |        |
|                                         |                    |                       | 22 ft.  | \$14.26                     | \$1.96                     |        |
|                                         |                    |                       | 25 ft.  | \$15.46                     | \$2.13                     |        |
|                                         |                    |                       | 30 ft.  | \$17.85                     | \$2.47                     |        |
|                                         |                    |                       | 32 ft.  | \$18.75                     | \$2.58                     |        |
|                                         |                    | 2 Simplex<br>Adapters | 12 ft.  | \$13.47                     | \$1.85                     |        |
|                                         |                    |                       | 22 ft.  | \$15.05                     | \$2.06                     |        |
|                                         |                    |                       | 25 ft.  | \$16.24                     | \$2.23                     |        |
|                                         |                    |                       | 30 ft.  | \$18.97                     | \$2.60                     |        |
|                                         |                    |                       | 32 ft.  | \$20.26                     | \$2.79                     |        |
|                                         |                    | 3 Bolt                | 32 ft.  | \$23.28                     | \$3.20                     |        |
|                                         |                    | Square Steel          | 5"      | 13 ft.                      | \$14.54                    | \$2.01 |
|                                         |                    |                       |         | 15 ft.                      | \$14.86                    | \$2.03 |
|                                         |                    |                       |         | 23 ft.                      | \$15.43                    | \$2.13 |
|                                         | 25 ft.             |                       |         | \$17.02                     | \$2.36                     |        |
|                                         | 28 ft.             |                       |         | \$18.91                     | \$2.60                     |        |
|                                         | 32 ft.             |                       |         | \$19.63                     | \$2.69                     |        |



**RATE SCHEDULE E-58  
CLASSIFIED SERVICE  
STREET LIGHTING SERVICE**

**II POLES (cont)**

|                                                            |                                             |              | CHARGES                     |                            |         |        |
|------------------------------------------------------------|---------------------------------------------|--------------|-----------------------------|----------------------------|---------|--------|
|                                                            |                                             |              | Investment<br>by<br>Company | Investment<br>by<br>Others |         |        |
|                                                            |                                             |              | Height                      |                            |         |        |
| C. Direct<br>Bury                                          | Round Steel                                 |              | 19 ft.                      | \$19.84                    | \$2.74  |        |
|                                                            |                                             |              | 30 ft.                      | \$15.49                    | \$2.87  |        |
|                                                            |                                             |              | 38 ft.                      | \$18.90                    | \$2.94  |        |
|                                                            |                                             | Self         | 40 ft.                      | \$23.28                    | \$3.69  |        |
|                                                            |                                             | Stepped      | 25 ft.                      | \$53.55                    | \$4.37  |        |
|                                                            |                                             |              | 32 ft.                      | \$56.40                    | \$4.60  |        |
|                                                            |                                             |              | 49 ft.                      | \$70.00                    | \$9.65  |        |
|                                                            |                                             | Square Steel | 4"                          | 34 ft.                     | \$17.09 | \$2.96 |
|                                                            |                                             |              | 5"                          | 20 ft.                     | \$16.23 | \$2.68 |
|                                                            | 30 ft.                                      |              |                             | \$16.92                    | \$2.79  |        |
|                                                            | 38 ft.                                      |              |                             | \$18.36                    | \$3.19  |        |
|                                                            | 8"                                          |              | 28 ft.                      | \$30.64                    | \$2.49  |        |
|                                                            |                                             |              | 32 ft.                      | \$32.03                    | \$2.62  |        |
|                                                            | Decorative Transit                          |              | 41 ft 6                     | \$22.05                    | \$3.24  |        |
|                                                            | Decorative Transit                          | 47 ft.       | \$27.47                     | \$4.04                     |         |        |
|                                                            | Steel Distribution Pole (for lighting only) | 35 ft.       | \$25.36                     | \$3.34                     |         |        |
| D. Post<br>Top                                             | Decorative Transit Anchor<br>Base           | 16 ft.       | \$37.77                     | \$5.19                     |         |        |
|                                                            | Gray Steel/Fiberglass                       | 23 ft.       | \$13.10                     | \$2.15                     |         |        |
|                                                            | Black Steel                                 | 23 ft.       | \$14.44                     | \$2.38                     |         |        |
| E. Existing distribution pole suitable for streetlight use |                                             |              | \$1.59                      | --                         |         |        |
| F. FROZEN                                                  | Wood Poles                                  | 30 ft.       | \$9.64                      | \$1.67                     |         |        |
|                                                            |                                             | 35 ft.       | \$9.64                      | \$1.59                     |         |        |

**NOTE:** The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the Customer provides earthwork and conduit (excluding the underground to overhead transition).

**III. ANCHOR BASE**

|             |                               |          | CHARGES               |                      |
|-------------|-------------------------------|----------|-----------------------|----------------------|
|             |                               |          | Investment by Company | Investment by Others |
| A. Flush    |                               | Height   |                       |                      |
|             |                               | 4 ft.    | \$10.67               | \$1.47               |
|             |                               | 6 ft.    | \$12.73               | \$2.21               |
| B. Pedestal |                               | 8 ft.    | \$14.59               | \$2.54               |
|             | For 32' Round Steel Pole only | 4 ft. 6" | \$10.12               | \$1.75               |



**RATE SCHEDULE E-58  
CLASSIFIED SERVICE  
STREET LIGHTING SERVICE**

**IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT**

|                              |                                               | CHARGE        |
|------------------------------|-----------------------------------------------|---------------|
|                              |                                               | Company Owned |
| <b>FROZEN</b>                |                                               |               |
| Underground Circuit Charges: |                                               |               |
| a.                           | Per foot of cable, installed under paving     | \$0.17000     |
| b.                           | Per foot of cable, not installed under paving | \$0.06000     |

**V. DETERMINATION OF CHARGES FOR NEW EQUIPMENT**

Monthly charges for new lighting fixtures, poles and other equipment not included in Sections I, II, or III above will be determined by the Company using the following method:

| <b>Step 1</b> Determination of Charges for each Charge Type |                               |   |                               |   |           |   | Monthly Fixed Charge Rate |
|-------------------------------------------------------------|-------------------------------|---|-------------------------------|---|-----------|---|---------------------------|
| Charge Type                                                 | Monthly Charge                |   | Cost Inputs<br>Equipment Cost |   | PV Factor |   |                           |
| 1                                                           | Carrying Cost (fixtures)      | = | (installed)                   | x | NA        | x | 1.518%                    |
|                                                             |                               |   | Equipment Cost                |   |           |   |                           |
| 2                                                           | Carrying Cost (poles)         | = | (installed)                   | x | NA        | x | 1.296%                    |
|                                                             |                               |   | Equipment Cost                |   |           |   |                           |
| 3                                                           | Fixture Replacement Cost      | = | Equipment Cost (installed)    | x | 0.257     | x | 1.518%                    |
| 4                                                           | Pole, Anchor Replacement Cost | = | Equipment Cost (installed)    | x | 0.110     | x | 1.296%                    |
| 5                                                           | Lighting O&M                  | = | O&M Cost (lifecycle)          | x | 0.427     | x | 1.518%                    |
| Charge Type                                                 | Monthly Charge                |   | kWh Input                     |   | \$/kWh    |   |                           |
| 6                                                           | Generation                    | = | kWh per month                 | x | 0.06760   |   |                           |
| 7                                                           | T&D, RCS, SB                  | = | kWh per month                 | x | 0.02738   |   |                           |



**RATE SCHEDULE E-58  
CLASSIFIED SERVICE  
STREET LIGHTING SERVICE**

**Step 2**      **Determination of Total Monthly Charge**  
The total monthly charge will be the summation of the charges for each applicable charge type

| <u>Equipment</u>        | <u>Charge Type</u> |
|-------------------------|--------------------|
| Fixture - IBC           | 1,5,6,7            |
| Fixture - IBO           | 3,5,6,7            |
| Pole, Anchor Base - IBC | 2                  |
| Pole, Anchor Base - IBO | 4                  |

**TRIP CHARGE**

A \$100.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

**ADJUSTMENTS**

The bill will include the following adjustments:

1. The Renewable Energy Standard charge, Adjustment Schedule REAC-1.
2. The Power Supply Adjustment charges, Adjustment Schedule PSA-1.
3. The Transmission Cost Adjustment charge, Adjustment Schedule TCA-1.
4. The Environmental Improvement Surcharge, Adjustment Schedule EIS.
5. The Demand Side Management Adjustment charge, Adjustment Schedule DSMAC-1.
6. The Lost Fixed Cost Recovery Adjustment charge, Adjustment Schedule LFCR.
7. Direct Access Customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge, Adjustment Schedule RCDAC-1.
8. Any applicable taxes and governmental fees that are assessed on APS's revenues, prices, sales volume, or generation volume.

**SERVICE DETAILS**

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.



**RATE SCHEDULE E-58  
CLASSIFIED SERVICE  
STREET LIGHTING SERVICE**

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2. The Customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by Customer. If the maintenance requires cable replacement or repairs, the Company will use reasonable efforts to complete said repairs within twenty (20) working days.
3. The Customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.
4. Lighting equipment which is not specified in this rate schedule will be billed at the rates corresponding to the most similar equipment, as determined by the Company.
5. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.
6. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.
  - a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.
7. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract or service agreement.



[illegible]

| LUMINAIRE TABLE                  |           |      |                 |                |                        |  |
|----------------------------------|-----------|------|-----------------|----------------|------------------------|--|
| GRAY ROADWAY SCALELINE LED 3000K |           |      |                 |                |                        |  |
| ARM LENGTH                       | GRAY      | WATS | VOLTS           | INITIAL LUMENS | CAP. REF. #            |  |
| 1.50                             | 001-41640 | 39   | 120/208/240/277 | 3,900          | EHL104S2003000GRAYXGLX |  |
| 3.25                             | 002-41041 | 39   | 120/208/240/277 | 4,900          | EHL105S2003000GRAYXGLX |  |
| 5.00                             | 001-41640 | 71   | 120/208/240/277 | 7,600          | EHL100S2003000GRAYXGLX |  |
| 6.75                             | 001-41640 | 97   | 120/208/240/277 | 9,600          | EHL101S2003000GRAYXGLX |  |
| 8.50                             | 001-41640 | 174  | 120/208/240/277 | 21,800         | EHL102S2003000GRAYXGLX |  |



**Street Lights:**

Street Light Pole

● 3 new pole (Local)

● 5 existing poles (not in SLID)

■ SLID Boundary





## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 2, 2020  
Submitting Department: Human Resources  
Staff Recommendations: None

Contact Person: Lisa Angelini, DIRECTOR - HR  
District: Internal

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Consent: Yes      Regular: No      Public Hearing: No      Report/Discussion: No

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### **Agenda Wording:**

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations of \$750,000 within the Employee Healthcare fund to cover anticipated medical and pharmacy expenditures; Resolution #2020-67.

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### **Motion:**

I move to approve Resolution #2020-67.

---

### **Background:**

The FY2020 Employee Healthcare budget was based on projected medical and pharmacy claim costs, and was conservatively budgeted. Due to the month-to-month fluctuation of claims, and the lag between service and payment, additional analysis of the fund is needed throughout the fiscal year. Currently in FY2020, medical and pharmacy claims are trending 7.75% higher than initially projected. In order to pay medical and pharmacy claims through the end of the fiscal year, budget must be reallocated within the fund.

---

### **Objective Analysis:**

To meet the financial obligations of the City and comply with the City of Surprise Financial Management Budget Amendment Policies.

---

### **Policy Compliant:**

This action is compliant with the Budget Amendment Policy that states any movement from Contingency needs to be approved by Council.

---

### **Financial Impact:**

Currently, the City has paid for ten (10) months of claims. An analysis of those claim amounts indicate a trend that is 7.75% higher than initially projected. This action will authorize an additional \$750,000 in expenses for medical and pharmacy expenditures.

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### **Budget Impact:**

This action will reallocate appropriations of \$750,000 within the Employee Healthcare Fund from Contingency to Services to cover anticipated medical and pharmacy expenditures.

### **FTE Impact:**

There is no FTE impact.

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**ATTACHMENTS:**

1. 6.2.2020 Budget Amendment Resolution 2020-67 PowerPoint
  2. Res 2020-67 Bdgt Amnd Healthcare Expenses\_FINAL
-



**SURPRISE**

ARIZONA

# Human Resources Resolution #2020-67

June 2, 2020

# Overview

- Request to amend the Fiscal Year 2020 budget by reallocating appropriations from contingency to spendable authority in the amount of \$750,000 in the Health Benefits Fund.
- Current budget for Medical and Pharmacy \$10,689,500
  - 7% increase to \$11,439,500
- Higher utilization with increasing costs for medical and pharmacy claims
- Preparing for the possibility of high cost claimants related to COVID-19



**SURPRISE**  
ARIZONA

# QUESTIONS OR COMMENTS?

Thank You

## RESOLUTION # 2020-67

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2020 BUDGET BY REALLOCATING APPROPRIATIONS OF \$750,000 WITHIN THE EMPLOYEE HEALTHCARE INTERNAL SERVICE FUND FROM CONTINGECY TO SERVICES DUE TO FLUCTUATION OF HEALTHCARE EXPENSES.**

**WHEREAS**, the FY2020 budget was adopted including funding for Medical Expenditures;

**WHEREAS**, a lag occurs between service and payment, currently the City has ten (10) months of expenditures, those ten months are trending 7.75% higher than initially projected, there is a necessity to meet increasing costs;

**WHEREAS**, the FY2020 budget was adopted by Council Resolution #2019-75 on June 4, 2019;

**WHEREAS**, this action will necessitate a budget amendment; and

**WHEREAS**, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Surprise, Arizona, as follows.

**Section 1.** That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2019 through June 30, 2020.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Skip Hall, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Sherry Aguilar, City Clerk

\_\_\_\_\_  
Robert Wingo, City Attorney



**RESOLUTION # 2020-67**  
**Exhibit A**

1. Appropriation - The allocation below represents a reallocation of appropriation in the amount of \$750,000 within the Employee Healthcare Internal Services Fund from Contingency to Services to cover medical and pharmacy claim expenses through the end of the fiscal year. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

| <b>Fund</b>                      | <b>Department</b>  | <b>Project/Category</b> | <b>Rev/<br/>Exp</b> | <b>Current<br/>Budget</b> | <b>Increase/<br/>(Decrease)</b> | <b>Amended<br/>Budget</b> |
|----------------------------------|--------------------|-------------------------|---------------------|---------------------------|---------------------------------|---------------------------|
| Employee Healthcare - Int<br>Svc | Human Resources    | Services                | E                   | 11,825,100                | 750,000                         | 12,575,100                |
| Employee Healthcare - Int<br>Svc | General Operations | Contingency             | E                   | 2,646,300                 | (750,000)                       | 1,896,300                 |
| <b>Expense Total</b>             |                    |                         |                     | <b>14,471,400</b>         | <b>-</b>                        | <b>14,471,400</b>         |



## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 2, 2020

Contact Person: Danielle Osborne, MGMT  
ANALYST

Submitting Department: City Manager Office

District: Citywide

Staff Recommendations:

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

### **Agenda Wording:**

Discussion and action pertaining to the selection of art for the new Fire Station 304 facility.

### **Motion:**

I move to approve the proposed art design by Logan Simpson and WERK to be installed at the site of Fire Station 304.

### **Background:**

In 2016, the Surprise City Council adopted the Percent and a Third for the Arts ordinance, which allows 1.3% of the funding for Capital Improvement Projects to be dedicated towards public art. On November 7, 2017, Surprise voters approved the three General Obligation (GO) Bond questions in the areas of Public Safety, Traffic Congestion Mitigation, and Pavement Preservation. The three questions represent 10 Capital Improvement Projects for a total bond amount of \$59.5 million.

On January 9, 2020, the City closed a Request for Proposals (RFP) seeking submission for artwork to be installed at the site of the new Fire Station 304. A panel was convened to evaluate the submissions, and to recommend a proposal to the full Arts & Cultural Advisory Commission. On May 18, 2020, the Arts & Cultural Advisory Commission unanimously voted to recommend the proposed conceptual design to the City Council for approval, and to install the piece at the site of the new Fire Station 304. This item has been placed on the agenda to seek final acceptance by the City Council.

### **Objective Analysis:**

The mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community. Approval of this conceptual design is directly linked to the implementation and placement of public art as listed in the mission statement. City staff do not anticipate any negative impacts at this time.

### **Policy Compliant:**

This item is policy compliant with the Surprise Public Art Policies & Procedures, and Surprise Municipal Code section 2-299.

### **Financial Impact:**

The total one-time cost for this project is not to exceed \$112,800 as approved in the FY2020 budget.

### **Budget Impact:**

The FY2020 budget includes appropriation in the amount of \$112,800 for art at the site of the new Fire Station 304 in project R34080.

### **FTE Impact:**

There is no FTE impact associated with this item.

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**ATTACHMENTS:**

1. FS 304 Art Presentation
-



**SURPRISE**

ARIZONA

# Fire Station 304 Art Project

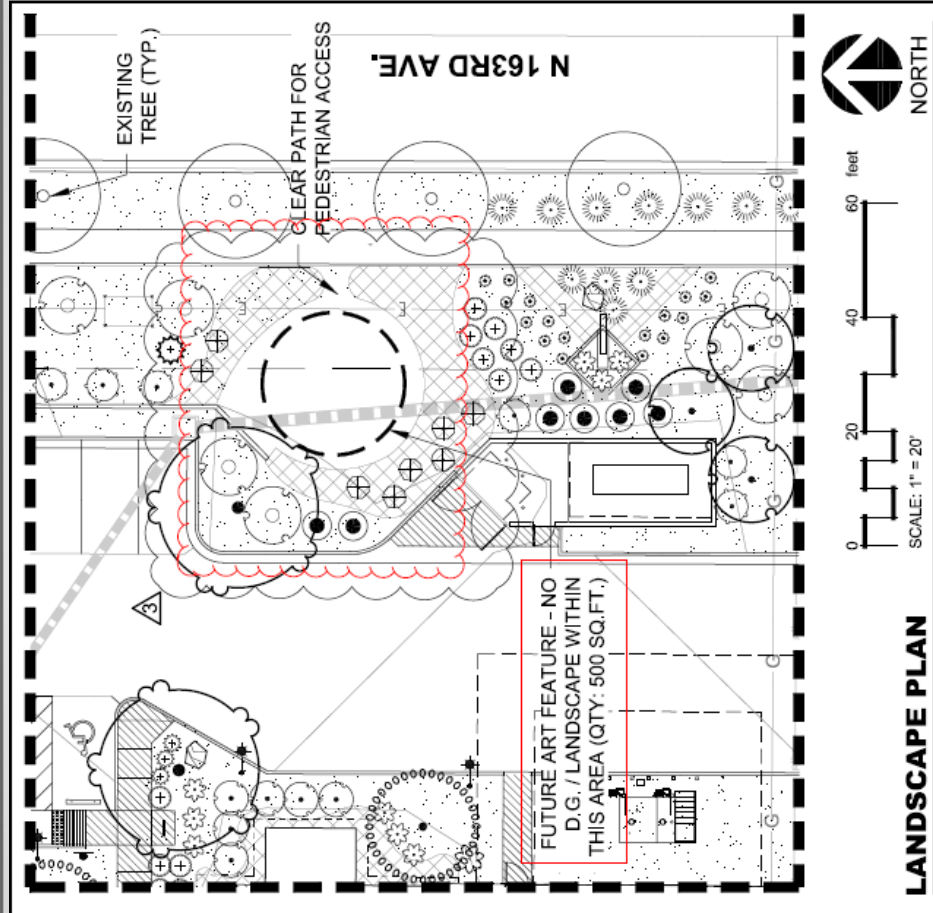
June 2, 2020

## ART AT FIRE STATION 304

# REQUEST FOR PROPOSALS (RFP)

- Signature piece for new Fire Station
- Welcoming space for passersby to sit, relax, and interact with the artwork
- Keywords: interactive, inviting, fire service, dedication, and rescue
- Intended to pay tribute to the critical operations that occur within this facility and the men and women that provide these services

# Art Location





# Proposed Concept



# Proposed Concept













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ARIZONA

# QUESTIONS OR COMMENTS?

Thank You