



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374

Tuesday, September 15, 2020 @ 6:00 PM
COUNCIL CHAMBERS

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

Hispanic Heritage Month Proclamation

E. City Manager Report

F. City Clerk Report

- | | | |
|----|--|------------------------------|
| 1. | Upcoming General Election Update | None |
| | | Sherry Aguilar
City Clerk |
| 2. | Consideration and action to appoint Kevin Sartor to serve the remainder of a term for the Planning & Zoning Commission with a term expiration of June 30, 2023. | None |
| | | Sherry Aguilar
City Clerk |
| 3. | Consideration and action to appoint Candice Rachal to serve the remainder of a term for the Board of Trustees with a term expiration of June 30, 2022. | None |
| | | Sherry Aguilar
City Clerk |
| 4. | Consideration and action to appoint Thomas Russell with a term expiration of June 30, 2023 and Mitchell Friedlander with a term expiration of June 30, 2024 to serve the remainder of terms for the Personnel Appeals Board. | None |
| | | Sherry Aguilar
City Clerk |

G. Call To The Public

NOTICE: In an effort to protect health and safety of city employees, residents, and visitors, the Council Chambers will be partially open to the public with limited seating. 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, the Surprise City Gov Facebook page at 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/3bKCm4Z>

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

- | | | | |
|-----|------------|---|---|
| 5. | Citywide | Consideration and action on the minutes of the Regular City Council Work Session and Regular City Council Meeting of September 1, 2020. | None

Sherry Aguilar
City Clerk |
| 6. | District 1 | Consideration and action pertaining to approval of a Map of Dedication entitled, "Rio Rancho BLVD" an approximately 1.60 acre property generally located west of Grand Avenue and north of Happy Valley Road. | None

SHIRLEY PHAN
Community Development |
| 7. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations of \$195, 600 from Grants Contingency to Project P31060 for the purpose of re-establishing the police vehicle project; Resolution # 2020-107. | Mike Gent
Public Works |
| 8. | Internal | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations of \$2,100 from grant contingency to the Victim Rights Program grant fund for acceptance of the VRP grant; Resolution # 2020-93. | None

Robert Wingo
Legal |
| 9. | Citywide | Consideration and action pertaining to approval of an Intergovernmental Agreement between the City of Surprise, City of Glendale, and the Maricopa County Department of Transportation (MCDOT) for construction, operation and maintenance of the traffic signal at Peoria Avenue and Reems Road; Resolution # 2020-54. | None

Kristin Tytler
Public Works |
| 10. | District 3 | Consideration and action pertaining to the approval of the Re-Plat entitled, "Lot 1 of the Final Plat for 'Prasada - Phase 2 West'" an approximately 21.675 acre property generally located north of Waddell Road and west of Loop 303. | Community Development |
| 11. | District 3 | Consideration and action pertaining to the conditional acceptance of certain public utility improvements at Toll at Prasada, Phase 1 Unit D, generally located at W. Savannah Drive and N. Greenwich Boulevard; Resolution #2020-105. | None

Mike Gent
Public Works |

- | | | | |
|-----|----------|---|--|
| 12. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations of \$38, 400 from the Grants Contingency Fund to Project G31243 to account for the U.S. Department of Justice Drug Enforcement Administration (DEA) Task Force Intergovernmental Agreement; Resolution # 2020-114. | Philip Johnson
Police |
| 13. | Citywide | Consideration and action pertaining to approval of an Intergovernmental Agreement between the City of Surprise and the Arizona Health Care Cost Containment System (AHCCCS) for re-validation as a provider, thus having the ability to charge for ambulance services; Resolution # 2020-110. | None

Tom Abbott
Fire - Medical |
| 14. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations of \$13,200 within the Grants Fund for the purpose of accepting two grants from the Arizona Governor's Office of Highway Safety (GOHS) to advocate for child seat safety and youth alcohol awareness; Resolution # 2020-115. | None

Tom Abbott
Fire - Medical |
| 15. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations of \$30, 200 within Grants Contingency Fund and approving the Amended and Restated Intergovernmental Agreement with the Cities of Peoria and Goodyear to continue the Community Paramedicine program with grant funding from United Healthcare Inc.; Resolution # 2020-109. | None

Tom Abbott
Fire - Medical |

REGULAR AGENDA ITEM - PUBLIC HEARING:

- | | | | |
|-----|------------|---|--|
| 16. | District 3 | Consideration and action pertaining to approval of the Revised Preliminary Plat entitled, " A Portion of Unit N - Phase 2 - Toll at Prasada" an approximately 15.8 acre property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue; Case FS20-117. | None

Rob Kuhfuss
Community
Development |
| 17. | District 1 | Consideration and action pertaining to approval of the Preliminary Plat entitled, "Mesquite Mountain Ranch" a 201.84 acre property generally located on the northeast corner of Beardsley Road and 227th Avenue; Case FS19-870. | None

Hobart Wingard
Community
Development |
| 18. | District 6 | Consideration and action pertaining to rezoning approximately 49.1 acres of land from Industrial Performance (IP) to Industrial General (IG) generally located north and west of the northwest corner of Dysart and Cactus Roads; Ordinance # 2020-27. | None

Hobart Wingard
Community
Development |

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|-----|----------|--|--|
| 19. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 Contract Awarding Authority List and the commissioning of artist Steven Weitzman for an original work of art at the site of the new Public Safety Facilities; Resolution 2020-120. | Danielle Osborne
City Manager
Office |
|-----|----------|--|--|

- | | | | |
|-----|------------|---|--|
| 20. | Citywide | Consideration and action pertaining to an amendment to Chapter 34, Article VII of the Surprise Municipal Code by adding a new section 34-228, relating to impersonation of a city employee and unauthorized manufacturing and possession of badges, patches and other indicia of employment with the City of Surprise; Ordinance # 2020-20. | None

Harold Brady
Police |
| 21. | Internal | Consideration and action pertaining to an amendment of the Term of Appointment for Associate Judge Catherine Ann Gaudreau for the purpose of aligning with Surprise Municipal Code Section 30-4; Resolution #2020-37. | Lisa Angelini
Human Resources |
| 22. | District 1 | Consideration and action pertaining to approval or disapproval of the First Amendment to the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement) recorded July 19, 2017; Resolution #2020-117. | None

Lloyd Abrams
Community
Development |
- 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

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: Thursday, September 10, 2020 @ 1:15 p.m.

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: September 15, 2020
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 15, 2020
Submitting Department: Mayor and Council
Staff Recommendations: None

Contact Person:
District: Citywide

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

Agenda Wording:

Hispanic Heritage Month Proclamation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 15, 2020
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Citywide

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

Agenda Wording:

Upcoming General Election Update

Motion:

None - Report only

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 15, 2020
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Internal

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

Agenda Wording:

Consideration and action to appoint Kevin Sartor to serve the remainder of a term for the Planning & Zoning Commission with a term expiration of June 30, 2023.

Motion:

I move to appoint Kevin Sartor to serve the remainder of a term for the Planning & Zoning Commission with a term expiration of June 30, 2023.

Background:

This action follows the Surprise City Code for Board/Commission member vacancy replacement.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. sartor_Redacted
-

4:00 p.m.

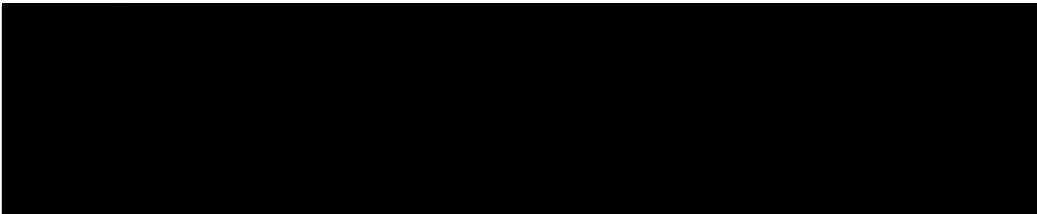
8/10/2020
7:00 AM
J.D. Silva



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: Kevin D. Sartor Date Submitted: August 7, 2020



Resident of Surprise: Yes No Number of Years: Nine

Board/Commission(s) you are applying for? Planning and Zoning Commission

Education: Masters of Public Administration (DEC 2020)

Bachelor of Arts, Homeland Security and Emergency Management (2011)

EMPLOYMENT BACKGROUND:

Present Employer/Position: Company Commander, Arizona Army National Guard

Previous Employer(s)/Position (Last 5 Years): Engineer Officer with the Arizona Army National Guard

Special Qualifications (Include list of Surprise activities or organizations you have participated in and dates):

Collaboration project with Surprise, Ottawa University and the AZ National Guard (AUG19-MAY20)

DUSD Override Committee Member (FEB20-APR20)

Surprise Academy 2018

Volunteer Youth Coach (OCT17-MAY19)

(Continued on Reverse Side)

Do you currently serve, or have you previously served on any other City of Surprise Commissions? If yes, which one(s):

No

Statement as to why you want to serve as a Commission Member for the City of Surprise:

I have always had a strong desire to serve our nation, state, and community. It would be a tremendous honor to continue that service to our community on the Planning and Zoning Commission.

I feel confident that with my experience as an Engineer Officer in the Arizona National Guard and knowledge gained from my graduate degree, I have a lot to offer the commission and assist in any way possible to continue to make Surprise an amazing community.

Additional Information/Comments:

I appreciate the Council's consideration and look forward to the opportunity to serve.

I, Kevin D. Sartor certify that to the best of my knowledge, all information given herewith is true and correct. I understand that any falsification or misrepresentation of facts will be cause for dismissal from the position if I am appointed by the City Council.



Applicant's Signature

Please return to:

City Clerk's Office – 16000 N. Civic Center Plaza, Surprise, AZ. 85374, or email to:
clerk@surpriseaz.gov

Please note that applications are accepted on an open rolling basis and shall be maintained as an active application for future vacancies.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 15, 2020
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Citywide

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

Agenda Wording:

Consideration and action to appoint Candice Rachal to serve the remainder of a term for the Board of Trustees with a term expiration of June 30, 2022.

Motion:

I move to appoint Candice Rachal to serve the remainder of a term for the Board of Trustees with a term expiration of June 30, 2022.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. board of trustees_Redacted
-

Date/Time/Initials Received by Clerk's Office: 7-1-2020
8:30 AM
Stevens



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: Candice Rachel Date Submitted: 6-30-2020

Resident of Surprise: ☒ Yes ☐ No Number of Years: 2

Board/Commission(s) you are applying for: board of trustees

Education: MBA - UCCS
BA - University of St. Thomas

EMPLOYMENT BACKGROUND

Present Employer/Position: USAA - Property Claims Adjuster

Previous Employer(s)/Position (Last 5 Years):

Graduate Student 2015-2018

Real Estate Investor/Landlord 2016-Present

Board member - The Arc Phoenix & Douglas Counties 2017-2018

Special Qualifications (include list of Surprise activities or organizations you have participated in and dates):

We are active participants in the adaptive recreation activities for our family members.

(Continued on Reverse Side)

Do you currently serve, or have you previously served on any other City of Surprise
Committees? If yes, which one(s):

I have not.

Statement as to why you want to serve as a Commission Member for the City of Surprise:

I wish to donate my time and
also I want to gain a deeper
understanding of city operations.

Additional Information/Comments:

I will attach my resume for your review.

My day to day job is focused on property
claims issues, the actuarial analysis has a great deal
of similarity between property and health insurance, so
I, Cordice Rachel there is some familiarity in the reporting
and practices.

I certify that to the best of my know-
ledge, all information given herewith is true and correct. I understand that any
falsification or misrepresentation of facts will be cause for dismissal from the
position if I am appointed by the City Council

Cordice Rachel
Applicant's Signature

Please return to
City Clerk's Office
16000 N Civic Center Plaza
Surprise, AZ 85374
623-222-1200

Please note that applications are accepted on an open rolling basis and shall be maintained as an
active application for future vacancies.

CANDICE RACHAL

INSURANCE ADJUSTER

Business Solutions | Analyst Leadership | Service Excellence

Master's educated business professional with experience providing leadership and support to drive the achievement of key organizational business goals and objectives. Analytical by nature, able to develop claim decisions based on in-depth analysis. Individual claim decisions are accurate, timely and consistent. Recognized for the ability to deliver highly defined, dependable and compliant claim results.

AREAS OF EXPERTISE

- Workplace Collaboration
- Business Relationships
- Budget Management
- Business Analysis
- Quantitative/Qualitative Analysis
- Accurate and compliant documentation
- Strategy & Execution
- Data-Drive Decision Making
- Analysis & Reporting
- Problem Resolution

EDUCATION

Master of Business Administration - University of Colorado at Colorado Springs, Colorado Springs, CO, (2017)
Emphasis: Operations Management

Motivating and Retaining a Millennial Workforce - UCCS-Office of Professional & Executive Development

Bachelor of Arts, History/Minor - Theology - University of St. Thomas, Houston, TX
Graduated Magna Cum Laude - GPA: 3.63/4.0 - Member National Historical Honor Society/Theological Honor Society

PROFESSIONAL EXPERIENCE

PROPERTY CLAIMS ADJUSTER II

2018 - Present

USAA, Phoenix, AZ

- Served on MSS project team, planning and developing goals for optimal claims servicing delivery to maximize member satisfaction scores
- Worked in small team to deliver quality audits for VPP claims to address BCC corporate goals
- Daily focus on compliance and KPIs to deliver optimum service to members in the processing of moderately complex claims

BOARD MEMBER

2017 - 2018

The Arc Arapahoe & Douglas Counties, Colorado Springs, CO

- Served as a board member while working on a nominating committee tasked with creating new board documents and pursuing new board candidates.
- Work to guard the agency and policy for intellectually disabled adults and children and forward the organization's agenda with transparency and ethical practices.
- Maintain oversight of quartile budgets, ensuring financial stewardship in regarding to financial management.

REAL ESTATE INVESTOR/OWNER

2016 - Present

Self-Employed, Colorado Springs, CO

- Utilize high-level proficiency in Microsoft Project to successfully manage property renovation projects for rental properties to make strategic investments in rental properties.

BUSINESS DEVELOPMENT CONSULTANT INTERNSHIP

2016 - 2017

UCCS, Colorado Springs, CO

- Worked in collaboration with a local small business owner to create detailed training materials for women advancing into executive-level positions.
- Developed and implemented training plans using best practices regarding leadership and corporate social responsibility integration.

References Candice Rachal 2020





CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 15, 2020
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar
District: Citywide

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

Agenda Wording:

Consideration and action to appoint Thomas Russell with a term expiration of June 30, 2023 and Mitchell Friedlander with a term expiration of June 30, 2024 to serve the remainder of terms for the Personnel Appeals Board.

Motion:

I move to approve appointing Thomas Russell with a term expiration of June 30, 2023 and Mitchell Friedlander with a term expiration of June 30, 2024 to serve the remainder of terms for the Personnel Appeals Board.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. PAB_Redacted
-

Date/Time/Initials Received by Clerk's Office:

5-9-19
A. J.



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: Mitchell Friedlander

Date Submitted: 5/8/19

Resident of Surprise: ☒ Yes ☐ No Number of Years: 3

Board/Commission(s) you are applying for? Personnel Appeals Board

Education: B.S. in Criminal Justice from Canyon College, 2002 (4.00 GPA)

Completed 3 Yrs. at John Jay College, 1978-1985 (3.37 GPA)

EMPLOYMENT BACKGROUND:

Present Employer/Position: Retired

Previous Employer(s)/Position (Last 5 Years): Allied Barton (05/2014-04/2015)

Securitas Critical Infrastructure Services (Deployed U.S. Gov't: 10/2013-5/2014)

Chenega Security & Support Solutions (Deployed U.S. Gov't: 5/2013-9/2013)

Special Qualifications (Include list of Surprise activities or organizations you have participated in and dates):

From 2016-Present: politically active within SCG & SCW; member of multiple interest groups and social clubs within SCG; was appointed to a space allocation committee within SCG; active in sports and a resident of Surprise for three (3) years.

A former trustee with the W. Valley, AZ FOP Lodge 72 and a former police union delegate with the PAPBA in NY & NJ.

(Continued on Reverse Side)

Do you currently serve, or have you previously served on any other City of Surprise Commissions? If yes, which one(s):

From 9/2018-02/2019, I was a member of the Surprise PD Citizens' Patrol, but due to a medical hardship, I had to withdraw.

Statement as to why you want to serve as a Commission Member for the City of Surprise:

I have supported my SCG community and my city for the excellent quality of life I've been

afforded. The legal oaths and responsibilities that I swore to uphold makes me uniquely

qualified for the Personnel Appeals Board. I have worked as a representative of "the worker" and

as a "corporate manager". I have experience in matters involving sexual harassment, acts of

dishonesty, excessive tardiness and other work-related issues.

Additional Information/Comments:

I possess the requisite knowledge, skills and abilities for the sought after position based on my years

of management experience in law enforcement, corporate (Fortune 500) companies and while self -

employed from 1993-2005. The topics stated above include my time in government and with national

and international entities alike.

I, Mitchell Friedlander certify that to the best of my knowledge, all information given herewith is true and correct. I understand that any falsification or misrepresentation of facts will be cause for dismissal from the position if I am appointed by the City Council.

Mitchell Friedlander

Applicant's Signature Electronically Signed 5/8/19

Please return to:

City Clerk's Office
16000 N. Civic Center Plaza
Surprise, AZ. 85374
623-222-1200

Please note that applications are accepted on an open rolling basis and shall be maintained as an active application for future vacancies.

8-8-2020 5:15 PM

Date/Time/Initials Received by Clerk's Office: 7-31-2020,

7:59 AM Sherry

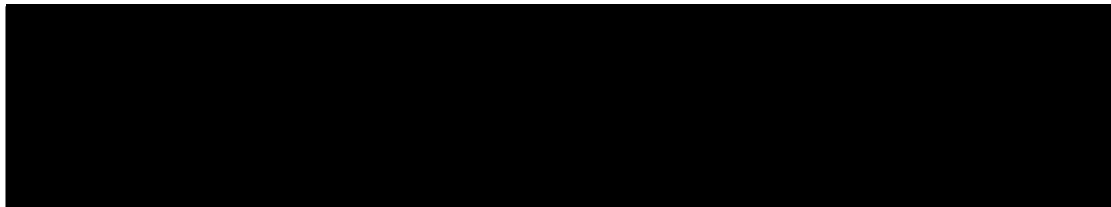


City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: Thomas Russell

Date Submitted: 7-31-2020



Resident of Surprise: Y Yes No Number of Years: 7

Board/Commission(s) you are applying for? Any

Education: AA Degree

EMPLOYMENT BACKGROUND:

Present Employer/Position: Retired

Previous Employer(s)/Position (Last 5 Years): Novitex Solutions

Director of Operations

Special Qualifications (Include list of Surprise activities or organizations you have participated in and dates):

Volunteer on Surprise Day of Service, ST. MARY'S
Food Bank, Committee Chairman Arizona Tradition

(Continued on Reverse Side)

Do you currently serve, or have you previously served on any other City of Surprise Commissions? If yes, which one(s):

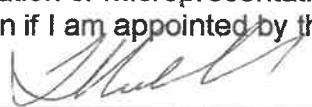
Statement as to why you want to serve as a Commission Member for the City of Surprise:

To support our city and assist in our growth & direction.

Additional Information/Comments

Effective communication, well developed organization skills, professional demeanor.

I, Thomas Russell certify that to the best of my knowledge, all information given herewith is true and correct. I understand that any falsification or misrepresentation of facts will be cause for dismissal from the position if I am appointed by the City Council.


Applicant's Signature

Please return to:

City Clerk's Office
16000 N. Civic Center Plaza
Surprise, AZ. 85374
623-222-1200

Please note that applications are accepted on an open rolling basis and shall be maintained as an active application for future vacancies.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 15, 2020
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Citywide

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

Agenda Wording:

Consideration and action on the minutes of the Regular City Council Work Session and Regular City Council Meeting of September 1, 2020.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 9.1.20 Work Session
 2. Reg mtg minutes
-

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

Tuesday, September 1, 2020 @ 4:00PM

Call To Order

Roll Call

Mayor Hall called to order the Regular City Council Work Session of September 1, 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 Council Members; Vice Mayor Judd, Winters, Duffy, Sanders and Remley.

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

Pledge of Allegiance

Call To The Public

Regular City Council Work Session Agenda

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation and discussion pertaining to the status of the citywide transportation roadway network and current CIP projects - NO ACTION

Kristin Tytler, Public Works and Jeffrey Martin, Project Manager gave a powerpoint presentation on this item.

Finance Director, Andrea Davis gave a budget summary for the proposed

projects which include citywide transportation roadway network and current CIP Projects.

Council Member Remley inquired about bond funding and allocations.

Council Member Duffy questioned project timelines.

Council Member Winters also questioned completion timelines as well.

DCM, Mike Gent gave an update on transportation projects in the original townsite.

Council Member Remley questioned the slide for Waddell to Cactus project, what is planned for the well site?

Council Member Duffy also commented on the Waddell to Cactus project completion and timelines. Also concerned about safety of traffic in this area.

Council Member Winters asked if there are plans to straighten out Sarival south of Greenway Road?

Mayor Hall commented that traffic seems to be the biggest issue right now in District 3. Thank you for this presentation.

Mayor Hall questioned Lone Mountain project up north. Will Lone Mountain be an entrance on to 60? Yes that is correct.

Council Member Winters also commented on the railroad tracks along Grand and the effects of traffic crossing over.

2. Presentation and discussion pertaining to transit services, Fiscal Year 2020 performance, the new Valley Metro Accessible Transit Services Manager and program updates - NO ACTION

Tom Young, Valley Metro Manager gave an update on programs through Valley Metro.

Mayor Hall asked about cancellations of riders and about the process.

Review of Paratransit performance Measures, on-time appointments, one time pickups, etc.

Council Member Winters commented about Surprise specifically being far to the west of the valley. Work or medical, is there a 3rd option. That is the Ride Choice Program. Questioned the reasoning behind 30 minutes behind is classified on time. How is that acceptable? If someone has a specific time for a doctor's appointment, if they are late, the Dr. won't see them.

Council Member Winters expressed concerns about ride times, no shows and residents being put on hold for at least 25 minutes when they call the main line for service. He thanked Tom Young for the presentation and looks forward to working with him.

Council Member Duffy commented about the autonomous program, how close is this to a reality, what does this look like?

Mr. Young commented on the demonstration project in Chandler, Ride Choice customers were able to select this program, waiting on the experiment results.

City Manager Frazier commented that David Kohlbeck will be retiring after 19 years. He has handled transit in our City for several years.

Mayor Hall thanked Mr. Kohlbeck for his professional performance and dedication to the City of Surprise.

3. Presentation and discussion pertaining to the Surprise Community Outreach Program and Neighborhood Grant Program 2019-2020 awards and outcomes - NO ACTION

Intergovernmental Relations, Jodi Tas and HSCV Director, Seth Dyson gave an overview for this item.

Mayor Hall asked what kind of notice did we give to people to apply.

On an average 60 days.

Mr. Dyson said it depends on the year, sometimes it is a shorter time frame.

Council Member Remley commented that staff does a ton of work on this. Given the unusual circumstances of this year, a lot of the grants were not utilized. What do we do with the money?

Mr. Dyson - Most of the money was spent since it was received earlier this year. Only a few did not. The money stays in the general fund.

Council Member Sanders questioned Eve's Place funding, they will need to reapply correct? Yes, it all depends on the project, if there are funds leftover from the previous year.

Executive Session

Adjournment

Council Member Winters made the motion to adjourn the Regular City Council Work Session of September 1, 2020 at 4:59 PM. Council Member Duffy 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, September 1, 2020.**

Sherry Ann Aguilar, City Clerk, MMC

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

Tuesday, September 1, 2020 @ 6:00PM

Call To Order

Invocation

Led by Pastor Dennis Garcia

Roll Call

Mayor Hall called to order the Regular City Council Meeting of September 1, 2020 at 6:28 PM at Surprise City Hall Council Chambers, 16000 N Civic Center Plaza, Surprise, Arizona 85374. Also in attendance with Mayor Hall were Council Members; Vice Mayor Judd, Winters, 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. Acknowledgment of the 100th Anniversary of the Dysart Unified School District.

Dr. Kellis participated telephonically regarding the proclamation for Dysart School District 100th Anniversary.

City Manager Report

City Clerk Report

Call To The Public

Jeremy Flynn - Support our police officers. I came and spoke to you about the urban camping ordinance. Some of your officers do not understand that this ordinance is not in effect. I am getting tired and frustrated with all the police encounters I have had. I am not getting cooperation and getting the run around.

Kristen and John Bukowski - Statements read into the record.

Regular City Council Meeting Agenda

CONSENT AGENDA:

Council Member Remley made the motion to approve the consent agenda excluding items 8, 9, 11 and 13. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

1. Consideration and action on the minutes of the Regular City Council Work Session, Regular City Council Meeting and Executive Session of August 18, 2020 - APPROVED

2. Consideration and action to approve a Series 12 (Restaurant) liquor license requested by Keith R. Gagnon (Agent) for Under Review located at 13999 N. Litchfield Road, Surprise, AZ. 85379 - APPROVED

3. Consideration and action to approve Chief Fiscal Officer pursuant to A.R.S. Â 41-1279.07(E) for the purpose of submitting the annual AELR report for FY2021; Resolution #2020-98 - APPROVED

4. Consideration and action pertaining to approval of the Final Plat entitled, "Reyes Subdivision" dated July 13, 2020, an approximately 5 acre property located generally south of Dale Lane and east of 168th Avenue, in the Residential Ranch (RR) zoning district - APPROVED

5. Consideration and action pertaining to approval of the Final Plat entitled, North Copper Canyon Village Parcel 1.1 dated July 6, 2020, an approximately 5 acre property generally located on the northwest corner of Williams Road and 174th Avenue; Case FS20-213 – APPROVED

6. Consideration and action pertaining to the approval of the Final Plat entitled, Rio Rancho Estates, Parcel 2A dated July 8, 2020, an approximately 17 acre property generally located on the northeast corner of Happy Valley Road and 187th Avenue; Case FS18-620 - APPROVED

7. Consideration and action pertaining to the approval of the Final Plat entitled, Rio Rancho Estates, Parcel 2B, generally located north of the northeast corner of Happy Valley Road and 187th Avenue; Case FS18-619 - APPROVED

8. Consideration and action pertaining to the approval of the Map of Dedication entitled, "Project Baxter" dated July 8, 2020, generally located on the northeast corner of Litchfield Road and Sweetwater Avenue; Case FS20-300 - CONTINUED INDEFINITELY

Vice Mayor Judd made the motion to continue item 8 indefinitely. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

9. Consideration and action pertaining to approval of the Final Plat entitled, Tierra Verde East Phase 2 dated November 5, 2019, located on the northwest corner of Happy Valley Road and 151st Avenue (Case FS19-334) - CONTINUED INDEFINITELY

Vice Mayor Judd made the motion to continue item 9 indefinitely. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

10. Consideration and action pertaining to approval of the Final Plat entitled, Escalante Parcel 7 dated July 29, 2020, generally located north of Asante Boulevard and east of 163rd Avenue (Case FS19-726) - APPROVED

11. Consideration and action pertaining to approval of the Final Plat entitled, Bola Drive Plaza dated June 30, 2020, generally located on the southwest corner of Bola Drive and El Mirage Road (Case FS20-140) - CONTINUED INDEFINITELY

Vice Mayor Judd made the motion to continue item 11 indefinitely. Council Member Duffy seconded the motion. Six yes votes, one no vote (Remley), motion carried.

12. Consideration and action declaring the City of Surprise's intent to enlarge the existing lighting improvement district known as, "City of Surprise, Arizona SU-Austin Ranch East" pursuant to A.R.S. § 48-616 for the purpose of energy for lighting the public streets and parks; Resolution # 2020-91 - APPROVED

13. Consideration and action pertaining to conditional acceptance of the Rancho Mercado Happy Valley Road Bridge at the Beardsley Canal; Resolution # 2020-94 - CONTINUED INDEFINITELY

Council Member Winters made the motion to continue item 13 indefinitely. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

14. Consideration and action pertaining to approval of the Wired Telecommunications License and Right-of-Way Use Agreement between the City of Surprise and Crown Castle Fiber LLC; Resolution #2020-100 - APPROVED

Attorney, Hobie Wingard gave a powerpoint presentation on this item.

Council Member Sanders asked for clarification on sections of the agreement pertaining to uses and projected time period.

Vice Mayor Judd asked if departments like ED will benefit from this action.

Council Member Sanders no financial burden to the residents, correct? Correct, on the applicant.

Mayor Hall - asked for clarification on the fees

Council Member Sanders made the motion to approve Resolution 2020-100. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

15. Consideration and action pertaining to a proposed Surprise COVID Community Relief Package in the amount \$430,000; Resolution #2020-106 - APPROVED

HSCV Director, Seth Dyson gave a powerpoint presentation on this item. Jeanine Jerkovic accompanied Mr. Dyson with the presentation.

Council Member Remley - Where are the funds coming from?

Finance Director, Andrea Davis answered the question, we received AZ Cares money from the State. Gave us more flexibility in our budget.

Council Member M Sanders - For eligibility, how many businesses fit the executive order in Surprise?

Approx. 570 that would be eligible.

Vice Mayor Judd made the motion to approve Resolution 2020-106. Council Member Winters seconded the motion. Seven yes votes, motion carried.

16. Consideration and action providing for the sale and issuance of City of Surprise, Arizona General Obligation Bonds, Series 2020, and for the annual levy of a tax for the payment of the bonds; approving the form and authorizing the execution and delivery of necessary agreements, instruments and documents related to the sale and issuance of the bonds; delegating authority to the Mayor of the City and the Finance Director of the City to determine certain matters and terms with respect to such bonds; adopting post-issuance continuing disclosure compliance procedures in connection with issuance of obligations of the City; and authorizing the taking of all other actions necessary to consummate the transaction contemplated herein and ratifying all actions taken to further said transaction; Resolution #2020-113 - APPROVED

Finance Director, Andrea Davis reported on Resolution 2020-113.

Council Member Sanders made the motion to approve Resolution 2020-113. Council Member Williams seconded the motion. Seven yes votes, motion carried.

Other Business and Future Agenda Items

City Council Reports

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

Council Member Winters: Costco open the 24th

Vice Mayor Judd: Small business relief, shop local

Council Member Duffy: Meet and Greet on Saturday at 9 AM

Council Member Remley: Great work session, wearing mask

Council Member Sanders: Meet and Greet, Men's Alliance Group, residents needs jobs here

Mayor Hall: Please follow through on Census door/home visits

Executive Session

1. Consideration and action to recess into executive session for discussion and legal advice from the City Attorney pertaining to current and potential litigation pursuant to A.R.S. 38-431.03 (A)(3).

2. Consideration and action to recess into executive session to discuss and consider end of year personnel evaluations and Fiscal Year 2021 goals for the City Manager, City Clerk, and City Attorney pursuant to A.R.S. 38-431.03 (A)(1).

Adjournment

Council Member Sanders made the motion to adjourn the Regular City Council Meeting of September 1, 2020 at 9:51 PM. Council Member Duffy 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 Meeting of **Tuesday, September 1, 2020.**

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 15, 2020 Contact Person: SHIRLEY PHAN
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of a Map of Dedication entitled, “Rio Rancho BLVD” an approximately 1.60 acre property generally located west of Grand Avenue and north of Happy Valley Road.

Motion:

I move to approve the Map of Dedication entitled, “Rio Rancho BLVD”

Background:

Ament Professional Services on behalf of Summer Winds LLC, seeks approval of a Map of Dedication to construct two approved access points from US 60 into the Summer Winds, LLC for the Rio Rancho Boulevard project.

Objective Analysis:

The primary purpose of the subject Map of Dedication is to construct two approved access points from US 60 into the Summer Winds, LLC for the Rio Rancho Boulevard project.

Policy Compliant:

The requested Map of Dedication is consistent with the Rio Rancho Estates PAD and advances the goals and policies of the General Plan.

Financial Impact:

This item does not have a direct financial impact, however while this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 -FS20-052- Rio Rancho MOD-CC Staff Report

2. 01- FS20-052- Rio Rancho MOD- Vicinity Map revised
 3. 02- FS20-052- Rio Rancho MOD- Case Map revised
 4. 03- FS20-052- Rio Rancho MOD-plat
 5. 04- FS20-052- Rio Rancho MOD- Luke Comment
 6. FS20-052-CC presentation 09152020 revised
-

Map of Dedication

REPORT TO THE CITY COUNCIL

Case:	FS20-052
Project Name:	Rio Rancho Map of Dedication
Council District:	1 - Acacia
City Council Date:	September 15, 2020
Planner:	Shirley Phan
Owner:	Carol Vernon, Summerwinds, LLC
Applicant:	Scott McMahon, Ament Professional Services
Request:	Map of Dedication for a portion of Rio Rancho Boulevard located south of Grand Avenue
Site Location:	Generally located west of Grand Avenue and north of Happy Valley Road
Site Size:	1.60 acres (approx.)
Density:	N/A
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known
Findings:	• The proposed MOD is consistent with the Rio Rancho Estates PAD. • The proposed MOD is consistent with the applicable City of Surprise regulations. • The reviewing agencies have indicated no objections to the request.
Alternative Actions:	Approval of the requested MOD will allow the developer to obtain civil permits and commence construction the Rio Rancho Boulevard. Denial of the requested MOD will deny the applicant the opportunity to construct Rio Rancho Boulevard as proposed.

43 **Additional Information:**

44

45 The primary purpose of the MOD is to dedicate a portion of the Rio Rancho Boulevard right-of-way
46 to the City of Surprise in order to facilitate the street improvements needed to support the overall
47 proposed Rio Rancho Estates project.

48

49 **Attachments:**

50

51 01 Vicinity Map

52 02 Case Map

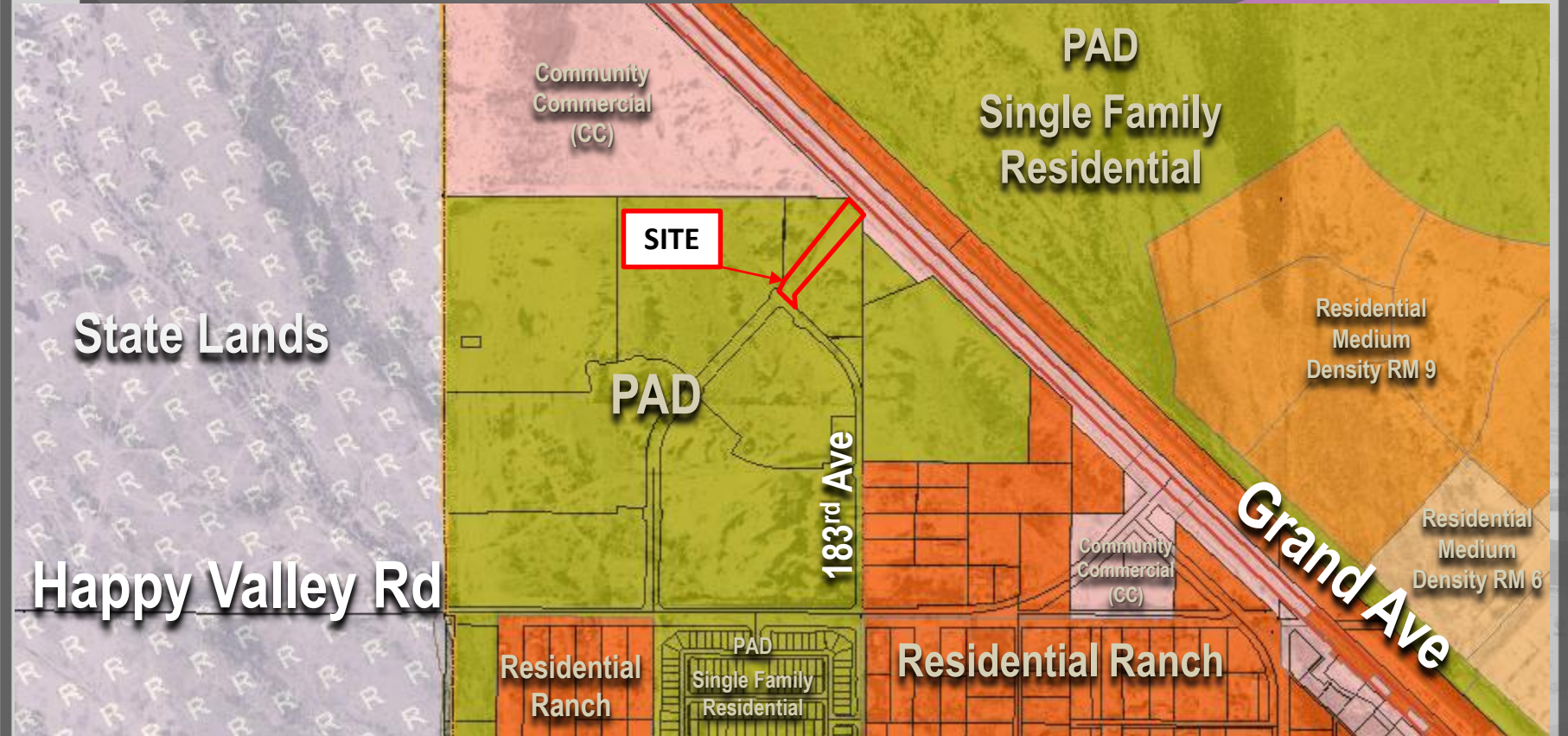
53 03 Map of Dedication

54 04 Luke AFB comments

Vicinity MAP

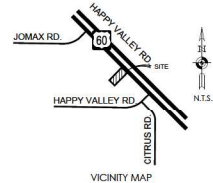


Case Map



MAP OF DEDICATION FOR:
RIO RANCHO BLVD

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST,
GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.



18206 N 19th Ave
Suite 28
Phoenix, AZ 85023
www.amenpro.com
Office: 480-656-0351
info@amenpro.com



MAP OF DEDICATION
RIO RANCHO BLVD

AS260 GEN PERMIT: AZ2017238
PS 306-062

DEDICATION

STATE OF ARIZONA

KNOW ALL MEN BY THESE PRESENTS:

THAT SUMNER WINDS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HEREINAFTER "OWNER", HAS SUBDIVIDED UNDER THE NAME "MAP OF DEDICATION" THE LAND HEREIN DESCRIBED, LIES WITHIN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND DOES HEREBY DECLARE THAT THIS MAP OF DEDICATION SETS FORTH THE LOCATION AND GRANTS THE EASEMENTS OF EACH STREET AND EASEMENT CONSTITUTING SAME, AND THAT EACH STREET SHALL BE KNOWN BY THE NUMBER, LETTER, AND OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS MAP OF DEDICATION.

"OWNER" HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE MAP OF DEDICATION, ALL IMPROVEMENTS FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY. THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

"OWNER" DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY BE INCURRED AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREA LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS MAP OF DEDICATION, UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED.

TO CITY EASEMENTS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS MAP OF DEDICATION SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER(S) SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID MAP OF DEDICATION UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

"OWNER" HEREBY GRANTS TO THE PUBLIC A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE MAP OF DEDICATION FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

"OWNER" HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAY AND EVERY LOT AND PARCEL, HEREIN, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAY, THE LAND WITHIN ITS ATTENDING ROADS, VIBRATION, FUELS, DUST, FUEL AND LUBRICANT PARTICLES AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON OR LIKE AIR FORCE BASE AND AUXILIARY FIELD.

"OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE PLAY INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAY OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR RESIDENTIAL VEHICLES.

"OWNER" HEREBY WARRANTS AND REPRESENTS TO THE CITY OF SURPRISE THAT IF THE SOLE OWNER OF THE PROPERTY COVERED BY THIS MAP OF DEDICATION, AND THAT EVERY ENDORSEMENT, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING ANY INTEREST THAT IS ADVERSE TO THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR RESIDENTIAL VEHICLES, TRANSFERRED BY THIS MAP OF DEDICATION, HAS CONSENTED TO OR JOINED IN THIS MAP OF DEDICATION AS EVIDENCED BY INSTRUMENTS RECORDED WITH THE MARICOPA COUNTY RECORDS OFFICE OR WHICH OWNER WILL RECORD NOT LATER THAN THE DATE OF THE MAP OF DEDICATION.

LANDSCAPING MAINTENANCE OF THE MEDIAN WITHIN THE PUBLIC RIGHT-OF-WAY WITH ANY ATTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE THE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

IN WITNESS WHEREOF:
SUMNER WINDS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS "OWNER", HAS HEREIN CAUSED THEIR NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS, ON THIS

DAY OF

2017.

BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED

AND AUTHORIZED TO DO SO AND ATTEST TO BY THEIR SIGNATURE, EXECUTED THE FOREGOING INSTRUMENTS FOR THE PURPOSES CONTAINED HEREIN.

IN WITNESS WHEREOF, I HAVE HEREIN SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

DATE

NOTES

- IN ACCORDANCE WITH A.R.S. § 4-401.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS MAP OF DEDICATION ARE IN CONFORMANCE WITH THE CITY OF SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 4-2-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #4701 AND #4702, WHEN APPLICABLE.
- THE PROPERTY OWNER, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THIS MAP OF DEDICATION IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE ZONING CASE PS101009.
- THE PROPERTY IS LOCATED WITHIN THE AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAPS NO. 50023C105, AND NO. 50023C106, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013. FOR COMMUNITY NO. 00020, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE PROPERTY IN WHICH SAID PROPERTY IS SITUATED, AS MAY BE AMENDED FROM TIME TO TIME.

LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, BEING MONUMENTED BY A 2" ALUMINUM CAP, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 3 BEING MONUMENTED BY A 2" ALUMINUM CAP BEARS NORTH 30° 30' 32" WEST, A DISTANCE OF 483.07 FEET;
THENCE NORTH 00° 30' 32" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2,464.44 FEET TO THE SOUTHERLY RIGHT OF WAY LINE US HIGHWAY 60;
THENCE SOUTHWEST S45 EAST LINE, NORTH 47° 10' 40" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 18.57 FEET TO THE POINT OF BEGINNING;
THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 42° 40' 11" EAST, A DISTANCE OF 646.26 FEET;
THENCE SOUTH 2° 20' 38" EAST, A DISTANCE OF 20.28 FEET;
THENCE NORTH 42° 41' 10" EAST, A DISTANCE OF 44.92 FEET;
THENCE NORTH 0° 18' 00" EAST, A DISTANCE OF 18.56 FEET;
THENCE NORTH 42° 41' 10" EAST, A DISTANCE OF 626.64 FEET TO SAID RIGHT OF WAY LINE;
THENCE SOUTH 47° 10' 40" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 185.20 FEET TO THE POINT OF BEGINNING.
CONTAINING 80.764 SQUARE FEET OR 1.80 ACRES, MORE OR LESS.

RELEASE OF LIABILITY

SUMNER WINDS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS "OWNER", DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY BE INCURRED AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LIKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUELS, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON OR LIKE AIR FORCE BASE AND ITS AUXILIARY FIELD. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAY OR ANY PARTS, OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUELS, DUST, FUEL, AND LUBRICANT PARTICLES.

SUMNER WINDS, LLC, HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY BE INCURRED IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

FLOOD ZONE

FLOOD ZONE DESIGNATION "X" PER F.E.M.A. FLOOD INSURANCE RATE MAP, MAP NUMBERS 5010C1005, PANEL 1208 OF 4026, DATED OCTOBER 16, 2013.
ZONE "X" AREAS OF 0.2% ANNUAL CHANCE FLOOD AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH GRADE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

(THE ABOVE STATEMENT IS FOR INFORMATION ONLY, AND THE SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP OR THE LOCATION OF THE FLOOD ZONE BOUNDARY. IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THE SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.)

OWNER / DEVELOPER

SUMNER WINDS, LLC
2006 E TURNER AVENUE, UNIT 1
PHOENIX
CONTACT: CAROL VERNON
PHONE: (602) 971-2099
EMAIL: CLV212@COW.NET

BASIS OF BEARING

SOUTH 00° 30' 32" EAST, BEING THE NORTH-SOUTH MID-SECTION LINE OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS DESCRIBED IN LEGAL DESCRIPTION PER DEED OF RECORD, RECORDING NUMBER 1998049989 AS FILED WITH THE MARICOPA COUNTY RECORDER, OCTOBER 23, 1998.

REFERENCE DOCUMENTS

- LEGAL DESCRIPTION PER DEED OF RECORD
- ADJUTANT GENERAL'S SURVEY, BOOK 92 OF MAPS, PAGE 26, M.C.R.
- ADJUTANT GENERAL'S SURVEY, BOOK 92 OF MAPS, PAGE 26, M.C.R.
- LAND DIVISION SURVEY, BOOK 92 OF MAPS, PAGE 26, M.C.R.
- RESULTS OF SURVEY, BOOK 92 OF MAPS, PAGE 26, M.C.R.
- BOUNDARY SURVEY, BOOK 94 OF MAPS, PAGE 16, M.C.R.
- PLUS SUBDIVISION RECORD OF SURVEY, BOOK 97 OF MAPS, PAGE 16, M.C.R.

AREA SUMMARY

60,763.969 SQUARE FEET OR 1.40 ACRES, MORE OR LESS.

ZONING SUMMARY

RIO RANCHO PAD

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE, AINS NO. 3010-012, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. § 45-576.

SURVEYOR'S CERTIFICATE

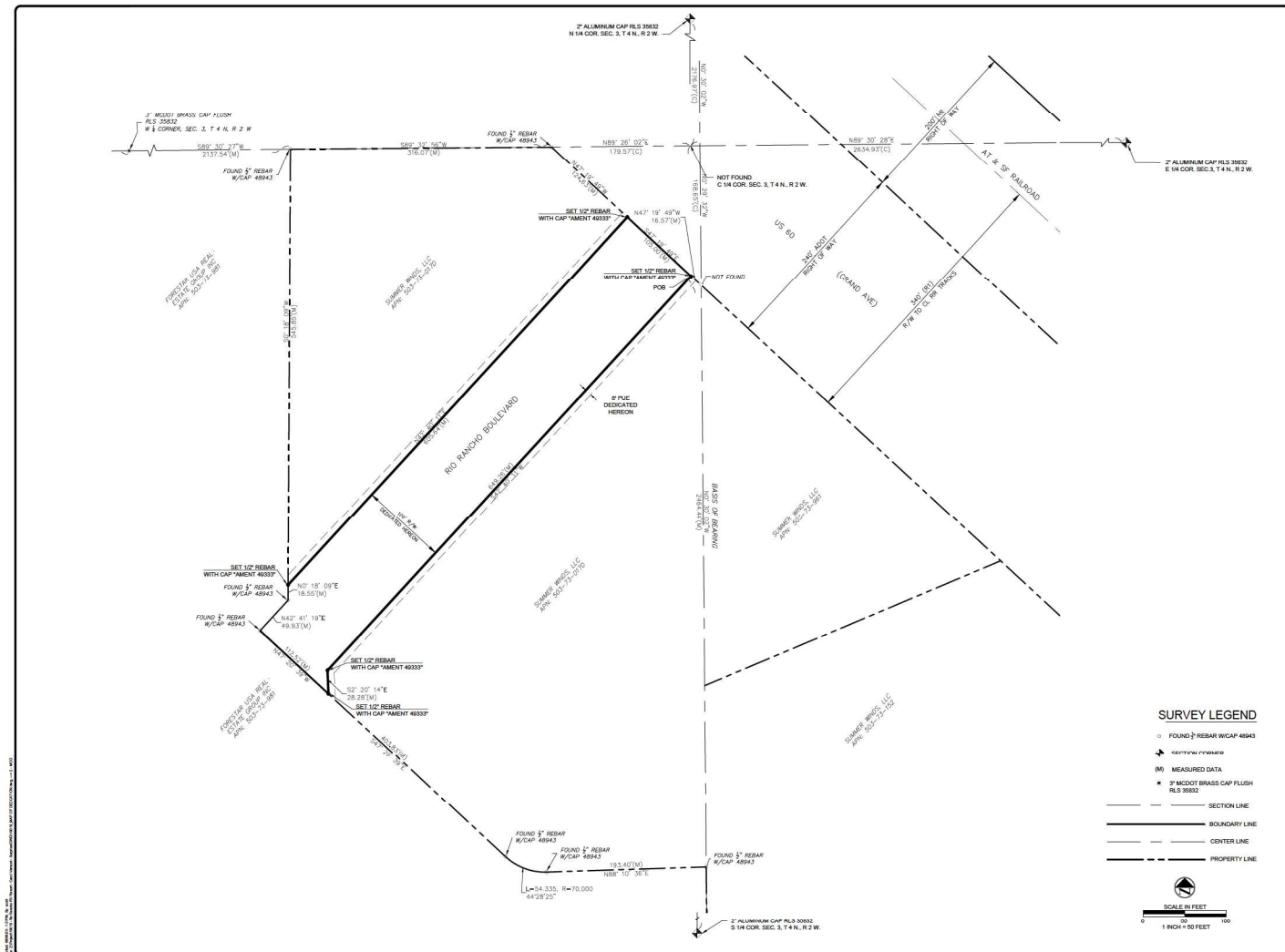
THIS IS TO CERTIFY THAT THE SURVEY AND PLAT OF THE PREMISES SHOWN HEREON WERE MADE UNDER MY DIRECT SUPERVISION AND THAT THIS MAP IS CORRECT AND ACCURATE AND THE BOUNDARIES DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MATTHEW EDWARD AMEN
AMEN PROFESSIONAL SERVICES
18206 N 19TH AVE, SUITE 28
PHOENIX, AZ 85023
(602) 971-2099
MATTHEW@AMENPRO.COM

07/22/2018
DATE

CITY OF SURPRISE ENGINEER APPROVAL	
DATE ON THIS PLAT REVIEWED AND APPROVED THIS	DAY OF
BY THE CITY ENGINEER OF SURPRISE, ARIZONA.	
APPROVED:	DATE
CITY ENGINEER	DATE
CITY OF SURPRISE COUNCIL APPROVAL	
APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.	
THIS DAY OF	
ATTEST:	DATE
MAYOR	DATE
CITY CLERK	DATE

CHECKED BY:	MEA
DRAWN BY:	JO
TITLE:	
COVER SHEET	
SHEET No.	
1 of 2	
PROJECT No.	
19019	



Shirley Phan

From: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>
Sent: Friday, January 24, 2020 3:18 PM
To: Lorraine Nevarez
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS20-052 Rio Rancho Boulevard and US 60 Improvements - New Submittal (APN: 503-73-017D, 503-73-961, 503-73-152)
Attachments: smime.p7s; ATT00001.txt; ATT00002.htm

Follow Up Flag: Follow up
Flag Status: Flagged

Lorraine,

Thank you for the opportunity to provide comments on the Improvement Plans review/MOD for Rio Rancho Boulevard and US 60 Improvements (AKA Rio Rancho RV Resort CR19-119). The site sits on approximately 32 acres of vacant land located at Rio Rancho Blvd and US 60 in Surprise AZ. The project is to create a new collector road with two full access intersections with US 60. The site sits approximately 1 mile outside the Luke AFB Aux-1 2004 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 dwelling units per acre (du/acre) from the 65 Ldn to 1/2 mile, a maximum of 4 du/acre from 1/2 to 1 mile, and a maximum of 6 du/acre from 1 to 3 miles. The proposal for the property as stated in the narrative does not mention a plan for dwelling units.

The project, as presently described, will not have a negative impact on Luke AFB flight operations. The site is located within the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. If this development is approved, we recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant would be essential to inform potential residents about Luke AFB operations.

Thanks,
Reg

Reggie A Christianson

Strategic Planning Manager, Community Initiatives Team
Luke AFB AZ 85309
Office: 623-856-6115
DSN: 896-6115

From: Lorraine Nevarez
Sent: Thursday, January 23, 2020 9:03 AM
To: 'Bob Woodring - TEMPX' ; 'Chris Cain - MWD' ; Christina Betz ; Daniel Trujillo ; 'Debbie Trasancos - MWD' ; 'Don Romero - USPS' ; Donna Miller ; 'Ernest (USPS)' ; Greg Welch ; 'Ibeth - USPS' ; 'Joseline Castaneda' ; 'Judy Lopez - Beardsley Water Company' ; 'Kevin Shipman' ; 'Leslie - MWD' ; 56 FW/CIT Community Initiative ; 'Mark Frago' ; 'Mary Orta - Surprise Chamber' ; 'Peter Hughes - FCDX' ; 'Project Coordinator' ; 'Raoul Sada - Surprise Chamber' ; 'Richard

Hammitt' ; Sandy Simmons ; 'Vern Wolfley - MAG' ; 'Victor.Schaum' ; 'Yvonne Aguirre'

Subject: [Non-DoD Source] FS20-052 Rio Rancho Boulevard and US 60 Improvements - New Submittal

Attached please find the **application**, **narrative**, and **Map of Dedication** for the above referenced project.

Please feel free to contact us with any questions.

Best regards,
Lorraine Nevarez
Planning Project Coordinator
City of Surprise | Community Development
16000 N. Civic Center Plaza | Surprise AZ | 85374

www.surpriseaz.gov

623.222.3154 t

623.222.3001 f

City of Surprise offices open at 8 a.m. and close at 5 p.m. Monday through Friday. More info at www.surpriseaz.gov.

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23 Jan 2020 16:03:24 -0000



FS20-052

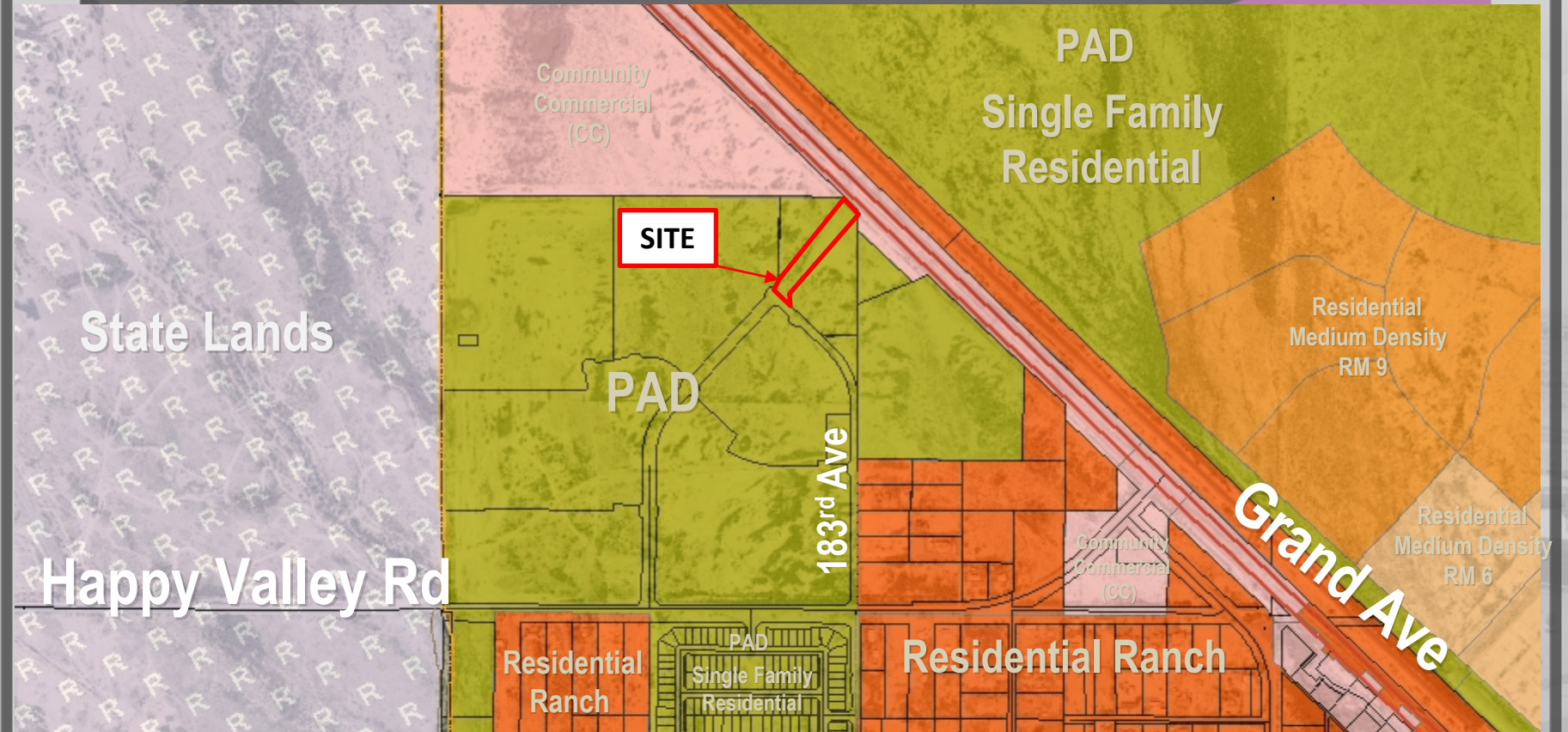
Rio Rancho MOD

City Council
September 15, 2020

Vicinity MAP



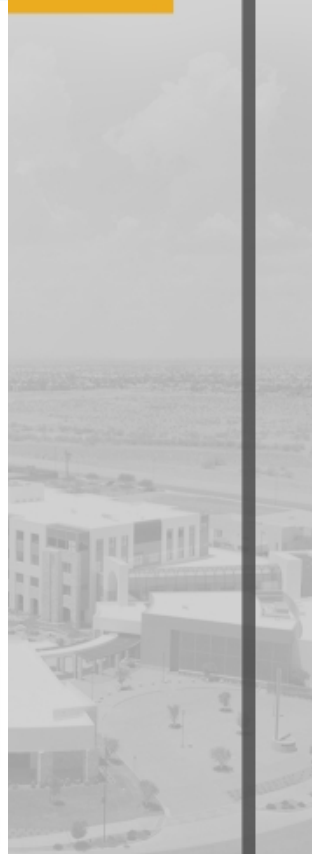
Case Map





Map of Dedication

AZTECO GEN PERMIT: AZC N77328





QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 15, 2020
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Mike Gent, DIRECTOR - PW
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 2021 budget by reallocating appropriations of \$195, 600 from Grants Contingency to Project P31060 for the purpose of re-establishing the police vehicle project; Resolution # 2020-107.

Motion:

I move to approve Resolution # 2020-107.

Background:

This was a FY2020 project approved by City Council. Normally these vehicles would have been received and outfitted in the approved budgeted year. But, due to the GM plant being shut down for 6 weeks in the fall due to an UAW strike and then again as a result of the pandemic. There was little information from the factories as to what was ordered, confirmed, or already built. In order to complete the project the City will need to re-establish the project for FY2021.

Objective Analysis:

The vehicles associated with this project are coming out of the Public Safety Development Impact Fee fund for police they were part of an approved project in FY2020 but receipt of the vehicles was delayed related to COVID. In order to utilize police development impact fees to their fullest extend the best course of action is to re-establish the project for FY2021.

Policy Compliant:

This item is policy compliant as it relates to the City's financial policies adopted by Council.

Financial Impact:

This action will result in the one-time expenditure of \$195,600 for police vehicles and related equipment. Ongoing costs are included in the appropriate department's operating budget.

Budget Impact:

If approved, this action will amend the FY2021 adopted budget by moving appropriation in the amount of \$195,600 from contingency within the Grants Fund to the re-established Police Vehicles project P31060 and amend the FY2021 Contract Awarding Authority List. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

There are no FTE's associated with this item.

ATTACHMENTS:

1. Res 2020-107 re Police Vehicles-Final
-

RESOLUTION # 2020-107

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF \$195,600 FROM GRANTS FUND CONTINGENCY TO PROJECT P31060 AND AMENDING THE CONTRACT AWARDING AUTHORITY LIST FOR THE PURCHASE OF POLICE VEHICLES.

WHEREAS, the FY2020 budget included appropriation in capital project P31060 for the purchase of police vehicles;

WHEREAS, the vehicles associated with this project were not received and the funding was not utilized in FY2020;

WHEREAS, the City wishes to complete the purchase of the vehicles in FY2021;

WHEREAS, the FY2021 budget was adopted by Council Resolution #2020-63 on June 2, 2020;

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, 2020 through June 30, 2021.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2020-107

Exhibit A

1. Appropriation - Re-establish Project P31060 The GM plant was shut down for 6 weeks in the fall of 2021 due to an UAW strike, and then both GM and Ford were hit with additional shutdowns related to the pandemic. There was little information from the factories as to what was ordered, confirmed, or already built. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Police Dev Fee Grandfathered	Police	#P31060 Police Vehicles	E	-	195,600	195,600
Grants/Contingency	General Operations	Contingency	E	25,000,000	(195,600)	24,804,400

2. Contract Awarding Authority List - This resolution provides authorization to add \$195,600 to project P31060 Police Vehicles, and re-establish a new item for Police Vehicles to the current Fiscal Year 2021 Contract Awarding Authority List.

Reference#	Description	Current Amount	Increase/ (Decrease)	Amended Amount
21164	New PD Vehicles P31060	-	\$195,600	\$195,600



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 15, 2020

Contact Person: Robert Wingo, CITY
ATTORNEY

Submitting Department: Legal

District: Internal

Staff Recommendations: None

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 2021 budget by reallocating appropriations of \$2,100 from grant contingency to the Victim Rights Program grant fund for acceptance of the VRP grant; Resolution # 2020-93.

Motion:

I move to approve Resolution # 2020-93

Background:

The City was awarded \$2,100 from the State of Arizona Office of Attorney General to be used for the Victims' Rights Program. The City of Surprise City Attorney Criminal Division, in its efforts to promote safety and wellness within the community, maintains a Victim Services Program. This program is designed to keep victims apprised of their rights during the pendency of the criminal proceedings and connect them with resources that may provide necessary support. The program relies heavily of grant funding to pay for supplies and other expenditures to carry out its function.

Objective Analysis:

Acceptance of these grant funds allows the city to continue the Victim Services program in the Prosecutor's office.

Policy Compliant:

This grant acceptance is consistent with City Council's directive to identify and utilize all available sources of funding, including grants, to maintain, improve, and expand City programs which do not generate funds of their own. The budget amendment is necessary to comply with financial policies adopted by Council.

Financial Impact:

Acceptance of this item will result in a one-time expenditure in the amount of \$2,100 for general office supplies, printer supplies/toner, printing and mailing costs mandated by state law. There is no city match required.

Budget Impact:

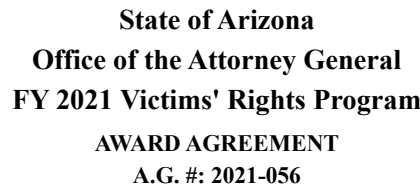
The FY21 adopted budget did not include this VRP grant, thus the reallocation of appropriation in the amount of \$2,100 from contingency within the Grants Fund to FY21 Victims' Rights Program is required. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

This item does not impact the overall full-time equivalent count.

ATTACHMENTS:

1. AZAG_BudgetProposal_AwardAgreement2
 2. Res 2020-93-Budget Amd for VRP Grant Award-final
-



<i>Name:</i>	Surprise City Attorney's Office
<i>Contact:</i>	Debbie Vazquez
<i>Address:</i>	16081 N. Civic Center Plaza, Suite 104, Surprise, AZ 85374
<i>Award Amount:</i>	\$2,100.00
<i>Purpose:</i>	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting City Prosecutor as an entity type.

Page 56 of 500

RESOLUTION # 2020-93

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF \$2,100 FROM GRANT CONTINGENCY TO FY21 VRP WITHIN THE GRANTS FUND FOR THE PURPOSE OF ADJUSTING BUDGET AUTHORITY RELATED TO THE ACCEPTANCE OF THE STATE OF ARIZONA OFFICE OF ATTORNEY GENERAL VICTIMS' RIGHTS PROGRAM GRANT AWARD.

WHEREAS, the State of Arizona Office of the Attorney General Victims' Rights Program (VRP) has awarded the City of Surprise \$2,100 in grant funding to support and offset the costs associated with the Victim Assistance Program mandated under victims' rights laws;

WHEREAS, the grant award is not included as part of the FY2021 budget;

WHEREAS, it is necessary to allocate appropriations of \$2,100 from contingency within the Grants Fund to the Victim Rights Program for the acceptance of this grant award;

WHEREAS, the FY2021 budget was adopted by Council Resolution #2021-63 on June 2, 2020;

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, 2020 through June 30, 2021.

Section 2. The City Manager, or his designee, is hereby authorized to accept a grant for \$2100 from the Office of the Attorney General Victims' Rights Program and to execute and submit all documents and other necessary or desirable instruments in connection with said grant.

SIGNATURE ON THE FOLLOWING 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 # 2020-93

Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriation in the amount of \$2,100 within the Grants/Contingency Fund to support and offset the costs associated with the Victim Assistance Program mandated under victims' rights laws. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants/Contingency	Legal	#G13082 FY20 VRP	E	-	2,100	2,100
Grants/Contingency	Legal	#G13082 FY20 VRP	R	-	2,100	2,100
Grants/Contingency	General Operations	Contingency	E	25,000,000	(2,100)	24,997,900
Grants/Contingency	General Operations	Other	R	25,000,000	(2,100)	24,997,900
Expense Total				25,000,000	-	25,000,000
Revenue Total				25,000,000	-	25,000,000



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 15, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Kristin Tytler
District: Citywide

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

Consideration and action pertaining to approval of an Intergovernmental Agreement between the City of Surprise, City of Glendale, and the Maricopa County Department of Transportation (MCDOT) for construction, operation and maintenance of the traffic signal at Peoria Avenue and Reems Road; Resolution # 2020-54.

Motion:

I move to approve Resolution # 2020-54.

Background:

The intersection of Peoria Avenue and Reems Road is an existing unsignalized four-way intersection with stop control. The City of Surprise, the City of Glendale, and MCDOT each have jurisdictional area within the intersection (the County's jurisdiction includes the west half of the south leg. Surprise's jurisdiction includes the west leg, the north leg, and the north half of the east leg. Glendale's jurisdiction includes the south half of the east leg and the east half of the south leg.)

An adjacent development project is currently underway in Glendale's city limits and part of the project includes a traffic signal, which will be constructed FY21. The City of Glendale is the lead agency in the management and construction of the signal.

The purpose of this Agreement is to identify and define the responsibilities of the County, Surprise, and Glendale for the signal project, including but not limited to cost-sharing, permitting, utility relocation, construction, and construction management.

Surprise will be responsible for a portion of the signal cost and, upon completion of the project, Surprise will assume full responsibility for the operation and maintenance costs of the signal.

Objective Analysis:

This IGA will allow for Surprise to maintain control of the signal corridor along Peoria Avenue. The City's ownership of the traffic signal at Reems Road and Peoria Avenue is consistent with the agreements in place for the two adjacent traffic signals on Peoria Avenue at both Litchfield Road and

SR303L. These agreements allow the City to best manage the traffic signal timing and operations with a focus on the residents of the City of Surprise. Additionally, the City of Surprise is the closest agency in proximity to the traffic signal which allows for prompt and efficient response to outages and malfunctions.

Policy Compliant:

Pursuant to Arizona Revised Statute §11-951, et seq., the City of Surprise has the authority to enter into an intergovernmental agreement (IGA) with other governmental entities for the purposes set forth in this agreement. [This item is policy compliant.](#)

Financial Impact:

The estimated cost of the signal is \$270,805.00. Surprise shall be responsible for fifty percent (50%) of the Net Project Cost, which is estimated at \$135,402.50. Surprise shall also be credited for work already completed towards the installation of the Project. This credit is estimated to be \$82,650, therefore, the estimated cost obligation for the installation is \$52,752.50. The ongoing operational cost of the signals, including power and maintenance, is approximately \$3,400.00 annually.

Budget Impact:

Funding for the capital infrastructure costs for this project are programmed in the FY2021 budget in capital project P61500 Traffic Signals.

Operations and maintenance, now and in the future, will be supported from the city's HURF Fund. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated in future year budgets.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. Res2020-54_MCDOT_GLENDALE_Peoria Avenue Signal
-

RESOLUTION # 2020-54

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY AND THE CITY OF GLENDALE FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF THE TRAFFIC SIGNAL AT PEORIA AVENUE AND REEMS ROAD.

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

WHEREAS, the City desires to enter into this IGA with Maricopa County and the City of Glendale (collectively the "Parties") in order to facilitate the construction of the traffic signal at Peoria Avenue and Reems Road ("Traffic Signal");

WHEREAS, the City desires to enter into this IGA in order to identify and allocate between the Parties, future maintenance responsibilities for the Traffic Signal; and

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, Maricopa County, and the City of Glendale, attached as Exhibit A, is approved.

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.

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

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE, MARICOPA COUNTY AND
THE CITY OF GLENDALE

**INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA
COUNTY, THE CITY OF SURPRISE, AND THE CITY OF GLENDALE
FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF THE
TRAFFIC SIGNAL AT PEORIA AVENUE AND REEMS ROAD
(TT0672)**

(C-64-20-_____-M-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the City of Surprise (**Surprise**), a municipal corporation, and the City of Glendale (**Glendale**), a municipal corporation. The County, Surprise and Glendale are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. A.R.S. Section 11-251 and Sections 28-6701 *et. seq.* authorize the County to lay out, maintain, control and manage public roads within the County.
2. A.R.S. Section 11-951 *et. seq.* authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. A.R.S. Section 9-240 and Sections 9-276 *et. seq.* authorize Surprise and Glendale to lay out and establish, regulate and improve streets within their respective jurisdictions and to enter into this Agreement.

BACKGROUND

4. The intersection of Peoria Avenue and Reems Road is an existing unsignalized four-way intersection with stop control (see Exhibit A). The County's jurisdiction includes the west half of the south leg. Surprise's jurisdiction includes the west leg, the north leg, and the north half of the east leg. Glendale's jurisdiction includes the south half of the east leg and the east half of the south leg.
5. The intersection meets signal warrants. The proposed project is to install a new traffic signal at the Peoria Avenue and Reems Road intersection (**Project**).
6. The Project design for the signal has been completed and approved by Surprise and Glendale. The Project is anticipated to be constructed in Fiscal Year 2021.

7. The estimated total Project cost is currently \$270,805 (Exhibit B). The adjacent Developer previously paid the Design and Right-of-Way costs.
8. The County will not financially participate in Project enhancements inconsistent with the County's Roadway Design Manual, including but not limited to landscaping, irrigation, street lighting, visual mitigation, decorative pavers, street furniture and any other items inconsistent with the County's Roadway Design Manual, unless otherwise specifically identified in this Agreement.

PURPOSE OF THE AGREEMENT

9. The purpose of this Agreement is to identify and define the responsibilities of the County, Surprise, and Glendale for the Project, including but not limited to cost-sharing, permitting, utility relocation, construction, and construction management.

TERMS OF THE AGREEMENT

10. This Agreement does not alter the ownership, operation, liabilities, or maintenance responsibilities of the Parties for the Project roadways.
11. This agreement includes an estimated cost for the Project. The final cost shares shall be based on the actual cost of constructing the Project.
12. **Responsibilities of County:**
 - 12.1 County shall be responsible for twenty-five percent (25%) of the Net Project Cost and shall not to exceed \$75,000.
 - 12.2 County shall remit payment within thirty (30) days of the receipt of an invoice from Glendale.
 - 12.3 County shall issue no-cost permits for any necessary Project related work performed within the County.
 - 12.4 County shall participate in the Project's substantial completion, final inspection, and acceptance of the Project.
13. **Responsibilities of Glendale:**
 - 13.1 Glendale, or their representative, shall construct the Project and apply to the County and Surprise for no-cost permits for any necessary Project related work performed outside of their jurisdictions.

- 13.2 Glendale's construction plans, as-built plans, and the completed project shall first be reviewed and approved by the City of Surprise and Maricopa County before the City of Surprise accepts responsibility for maintenance as set forth herein in paragraph 14.2. In the event Surprise finds, decides, or determines, in Surprise's sole discretion, that any aspect of the construction plans or the construction itself is unsafe or hazardous in any way, Glendale shall cure such hazard to Surprise's satisfaction before Surprise accepting maintenance responsibilities.
- 13.3 Glendale shall be responsible for twenty-five percent (25%) of the Net Project Cost. In the event the Net Project Cost exceeds \$300,000, Glendale shall be responsible for thirty-seven, and one-half percent (37.5%) of the Net Project Cost in excess of \$300,000.
- 13.4 Glendale shall participate in the Project's substantial completion, final inspection, and acceptance of the Project.
- 13.5 Upon the substantial completion of the Project, Glendale shall invoice the County for the County's Net Project Cost-share contribution for the intersection. Glendale shall not invoice the County before July 1, 2021.
- 13.6 Upon the substantial completion of the Project, Glendale shall invoice Surprise for Surprise's Net Project Cost-share contribution for the intersection. Glendale shall not invoice Surprise before July 1, 2022.

14. Responsibilities of Surprise:

- 14.1 Surprise shall lead the Project's substantial completion, final inspection and acceptance of the Project.
- 14.2 After reviewing and approving Glendale's pre-construction plans, as-built plans, and final construction of the project, Surprise shall assume full responsibility for the operation and maintenance costs of the Project, including electrical power and communication to the traffic signal and any associated luminaries.
- 14.3 Surprise shall be responsible for fifty percent (50%) of the Net Project Cost. Surprise shall be credited for work already completed towards the installation of the Project. This credit is estimated to be \$82,650. In the event the Net Project Cost exceeds \$300,000, Surprise shall be responsible for sixty-two and one-half percent (62.5%) of the Net Project Cost in excess of \$300,000.
- 14.4 Surprise shall remit payment within thirty (30) days of the receipt of an invoice from Glendale.

- 14.5 Surprise shall issue no-cost permits to Glendale for any necessary Project related work performed within Surprise.

GENERAL TERMS AND CONDITIONS

15. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will indemnify, defend and save and hold the other Parties harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition, or event arising out of the negligent performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the others against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been caused or contributed to by the negligence of that other Parties. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.
16. This Agreement shall become effective as of the date it is approved by Glendale City Council, the Surprise City Council, and the Maricopa County Board of Supervisors and remain in full force and effect until all stipulations previously indicated have been satisfied, except that it may be amended upon written Agreement by all Parties. Any Party may terminate this Agreement upon furnishing the other Party with a written notice at least thirty (30) days prior to the effective termination date.
17. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.
18. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:
- 18.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.
- 18.2 Any breach of the warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

- 18.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
- 18.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
19. Each Party to this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.
20. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.
21. All notices required under this agreement to be given in writing shall be sent to:
- County:
- Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 West Durango Street
Phoenix, Arizona 85009

City of Surprise:

City of Surprise
Attn: City Manager
16000 North Civic Center Plaza
Surprise, Arizona 85374

City of Glendale:

City of Glendale
Attn: City Manager
6210 West Myrtle Avenue
Glendale, Arizona 85301

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

22. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
23. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
24. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
25. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the Surprise and Glendale City Councils in such fiscal year. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds.
26. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.

27. This Agreement and all Exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.
28. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
29. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
30. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
31. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.

32. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term “day” as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.
33. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
34. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
35. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.
36. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
37. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF SURPRISE

Recommended by:

Michael T. Frazier
City Manager

Approved and Accepted by:

Skip Hall	Date
Mayor	

Attest by:

City Clerk Date

APPROVAL OF CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the City by its respective governing body under the laws of the State of Arizona.

City Attorney _____ Date _____

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF GLENDALE

Recommended by:

Kevin R. Phelps
City Manager

Approved and Accepted by:

Jerry P. Weiers
Mayor

Attest by:

City Clerk Date

APPROVAL OF CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the City by its respective governing body under the laws of the State of Arizona.

City Attorney Date

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

DocuSigned by:
 7/9/2020
89E8452A6BB0459...

Jennifer Toth, P.E. Date
Transportation Director

Approved and Accepted by:

Clint L. Hickman, Chairman Date
Board of Supervisors

Attest by:

Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the County by the Board of Supervisors under the laws of the State of Arizona.

DocuSigned by:
 7/13/2020
9B0782D9F1CF48E...

Deputy County Attorney Date

EXHIBIT A

Map

EXHIBIT A
AGENCY JURISDICTIONS

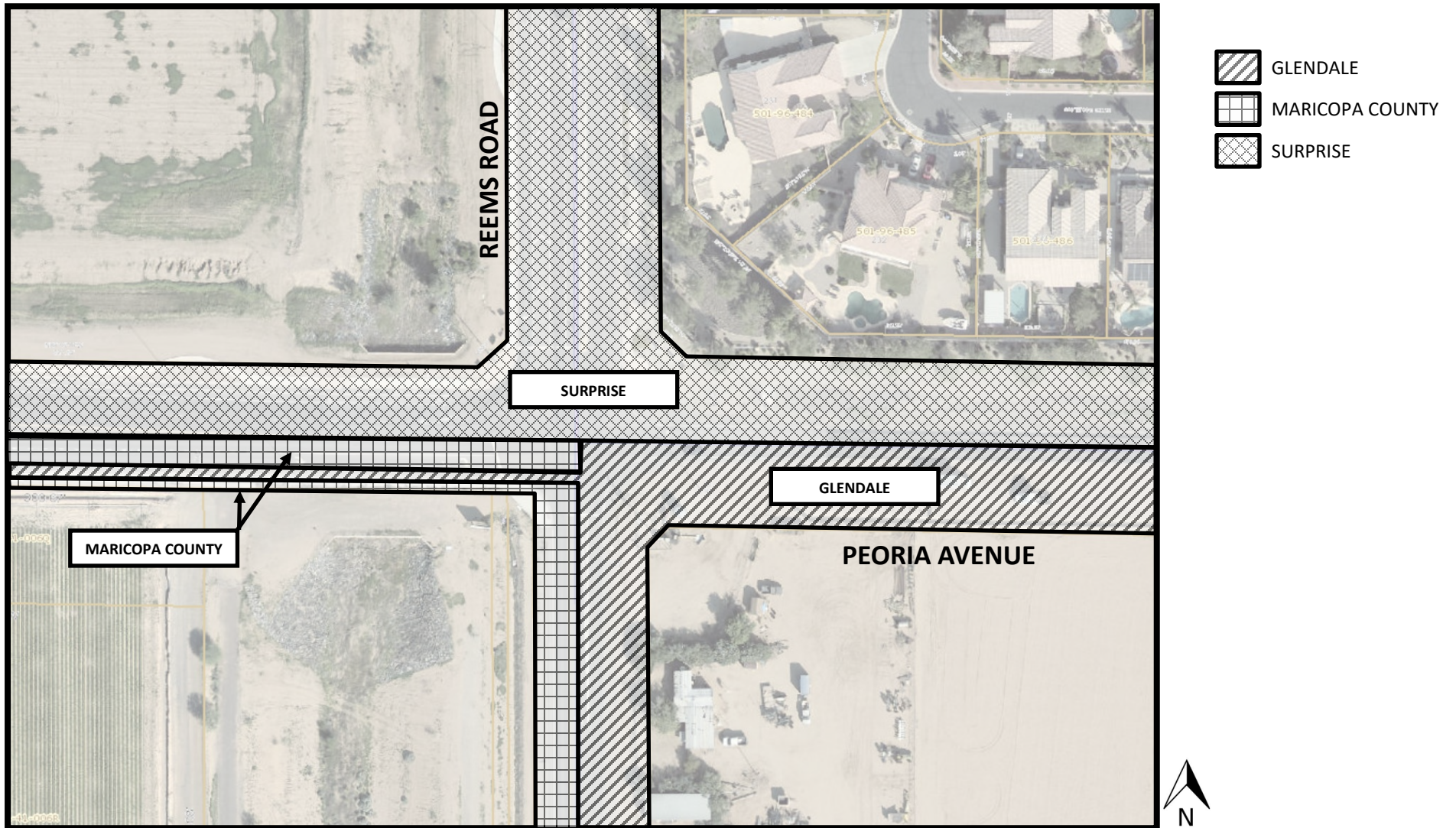


EXHIBIT B

Cost Estimate

CITY OF SURPRISE

Project T2
Peoria Ave and Reems Rd
TRAFFIC SIGNAL IMPROVEMENTS



	NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL PRICE
New Infrastructure	1	TRAFFIC SIGNAL 'A' POLE (10')	1	EACH	\$1,500.00	\$1,500.00
	2	TRAFFIC SIGNAL 'J' POLE	0	EACH	\$6,500.00	\$0.00
	3	TRAFFIC SIGNAL 'K' POLE	0	EACH	\$7,500.00	\$0.00
	4	TRAFFIC SIGNAL 'R' POLE	3	EACH	\$9,000.00	\$27,000.00
	5	TRAFFIC SIGNAL FOUNDATION FOR TYPE J, K, Q, OR R POLE	3	EACH	\$4,000.00	\$12,000.00
	6	TRAFFIC SIGNAL FOUNDATION FOR TYPE 'A' POLE	1	EACH	\$600.00	\$600.00
	7	25' SIGNAL MAST ARM	0	EACH	\$2,000.00	\$0.00
	8	30' SIGNAL MAST ARM	0	EACH	\$2,500.00	\$0.00
	9	35' SIGNAL MAST ARM	1	EACH	\$3,000.00	\$3,000.00
	10	40' SIGNAL MAST ARM	0	EACH	\$3,500.00	\$0.00
	11	45' SIGNAL MAST ARM	0	EACH	\$4,000.00	\$0.00
	12	50' SIGNAL MAST ARM	3	EACH	\$4,500.00	\$13,500.00
	13	55' SIGNAL MAST ARM	0	EACH	\$5,000.00	\$0.00
	14	20' LUMINAIRE MAST ARM WITH 250W HPS LUMINAIRE	3	EACH	\$1,800.00	\$5,400.00
	15	TYPE 'F' SIGNAL HEAD	8	EACH	\$600.00	\$4,800.00
	16	TYPE 'G' SIGNAL HEAD	8	EACH	\$1,100.00	\$8,800.00
	17	TYPE 'R' SIGNAL HEAD	0	EACH	\$600.00	\$0.00
	18	PEDESTRIAN SIGNAL HEAD	8	EACH	\$600.00	\$4,800.00
	19	VIDEO DETECTION CAMERA WITH ALL MOUNTING HARDWARE	4	EACH	\$8,000.00	\$32,000.00
	20	EMERGENCY PREEMPTION SENSOR	4	EACH	\$1,000.00	\$4,000.00
	21	INTERNALLY ILLUMINATED STREET NAME SIGN	4	EACH	\$7,000.00	\$28,000.00
	22	PEDESTRIAN PUSH BUTTON	8	EACH	\$400.00	\$3,200.00
	23	TYPE II HEAD MOUNTING	4	EACH	\$150.00	\$600.00
	24	ASTRO BRACKET MOUNTING	8	EACH	\$150.00	\$1,200.00
	25	TYPE IV HEAD MOUNTING	1	EACH	\$300.00	\$300.00
	26	TYPE V HEAD MOUNTING	5	EACH	\$350.00	\$1,750.00
	27	TYPE VI HEAD MOUNTING	0	EACH	\$350.00	\$0.00
	28	TYPE VII HEAD MOUNTING	3	EACH	\$350.00	\$1,050.00
	29	TYPE VIII HEAD MOUNTING	0	EACH	\$375.00	\$0.00
	30	#5 TRAFFIC SIGNAL PULL BOX	0	EACH	\$375.00	\$0.00
	31	#7 TRAFFIC SIGNAL PULL BOX	2	EACH	\$600.00	\$1,200.00
	32	#7 TRAFFIC SIGNAL PULL BOX WITH EXTENSION	0	EACH	\$650.00	\$0.00
	33	2" SCH 40 PVC CONDUIT	50	L.F.	\$15.00	\$750.00
	34	3" SCH 40 PVC CONDUIT	200	L.F.	\$18.00	\$3,600.00
	35	REMOVE EXISTING EQUIPMENT AND DELIVER TO CITY OF SURPRISE YARD	0	LUMP SUM	\$4,300.00	\$0.00
	36	TRAFFIC SIGNAL CONDUCTORS AND CABLES	1	LUMP SUM	\$12,000.00	\$12,000.00
	37	CONTINGENCY	10	%	\$171,050.00	\$17,105.00
	SUB-TOTAL:					\$188,155.00

Existing Infrastructure	38	EXISTING TRAFFIC SIGNAL 'Q' POLE	1	EACH	\$8,000.00	\$8,000.00
	39	EXISTING TRAFFIC SIGNAL 'Q' POLE (SALVAGE)	1	EACH	\$8,000.00	\$8,000.00
	40	EXISTING TRAFFIC SIGNAL FOUNDATION FOR TYPE J, K, Q, OR R POLE	1	EACH	\$4,000.00	\$4,000.00
	41	EXISTING TRAFFIC SIGNAL CONTROLLER CABINET WITH ALL CONTROL MODULES	1	EACH	\$30,000.00	\$30,000.00
	42	EXISTING UNINTERRUPTED POWER SUPPLY	1	EACH	\$5,000.00	\$5,000.00
	43	EXISTING PEDESTAL MOUNTED METERED SERVICE ENCLOSURE	1	EACH	\$5,000.00	\$5,000.00
	44	EXISTING CCTV CAMERA	1	EACH	\$5,000.00	\$5,000.00
	45	EXISTING RADIO	1	EACH	\$4,900.00	\$4,900.00
	46	EXISTING #7 TRAFFIC SIGNAL PULL BOX	3	EACH	\$600.00	\$1,800.00
	47	EXISTING #7 TRAFFIC SIGNAL PULL BOX WITH EXTENSION	1	EACH	\$650.00	\$650.00
	48	EXISTING #9 VAULT	1	EACH	\$2,500.00	\$2,500.00
	49	EXISTING (2) 3" SCH 40 PVC CONDUIT	300	L.F.	\$20.00	\$6,000.00
	50	EXISTING FIBER OPTIC CONDUIT	100	L.F.	\$18.00	\$1,800.00
	SUB-TOTAL:					\$82,650.00
	TOTAL:					\$270,805.00





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 15, 2020 Contact Person:
Submitting Department: Community Development District: District 3
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to the approval of the Re-Plat entitled, "Lot 1 of the Final Plat for 'Prasada - Phase 2 West'" an approximately 21.675 acre property generally located north of Waddell Road and west of Loop 303.

Motion:

I move to approve the Re-Plat entitled, "A Replat of Lot 1 of the Final Plat for 'Prasada - Phase 2 West'".

Background:

Fontera Development, LLC, on behalf of Wal-Mart Stores, Inc., seeks approval of a Re-Plat of the subject property. The original Final Plat was recorded under Book 960, Page 16 MCR.

Objective Analysis:

The subject request involves a Re-Plat of Lot 1 of Prasada Phase 2 West. The subject Re-Plat will effectively split Lot 1 into two separate lots: Lot 1A and Lot 1B. Lot 1B is the site of the existing Walmart Store. Lot 1A will be the site of a future satellite building.

Policy Compliant:

The requested Re-Plat is consistent with the Prasada PAD and advances the goals and policies of the General Plan.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 FS20-206 Prasada 2 West Lot 1 Re-Plat CC Staff Report
 2. 01 FS20-206 Prasada 2 West Lot 1 Re-Plat Vicinity Map
 3. 02 FS20-206 Prasada 2 West Lot 1 Re-Plat Case Map
 4. 03 FS20-206 Prasada 2 West Lot 1 Re-Plat
 5. 04 FS20-206 Prasada 2 West Lot 1 Re-Plat Luke AFB Comments
 6. 05 FS20-206 Prasada 2 West Lot 1 Re-Plat CC Presentation
-

RE-PLAT

REPORT TO THE CITY COUNCIL

Case: FS20-206

Project Name: Prasada Phase 2 West Lot 1 Re-Plat

Council District: 3 - Mesquite

City Council Date: September 15, 2020

Planner: Robert H. Kuhfuss, AICP

Owner: Wal-Mart Stores, Inc.

Applicant: Frontera Development, LLC

Request: Re-Plat of Prasada Phase 2 West Lot 1

Site Location: Generally located north of Waddell Road and west of Loop 303

Site Size: 21.675 acres (approx.)

Density: N/A

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035

Support/Opposition: None known

Findings:

- The proposed Re-Plat is consistent with the Prasada PAD.
- The proposed Re-Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions: **Approval** of the requested Re-Plat will allow the development of a currently undeveloped portion of the site.

Denial of the requested Re-Plat will deny the applicant the opportunity to develop the property as proposed.

44 **Additional Information:**

45

46 The subject request involves a Re-Plat of Lot 1 of Prasada Phase 2 West. The subject Re-Plat will
47 effectively split Lot 1 into two separate lots: Lot 1A and Lot 1B. Lot 1B is the site of the existing
48 Walmart Store. Lot 1A will be the site of a future satellite building.

49

50 **Attachments:**

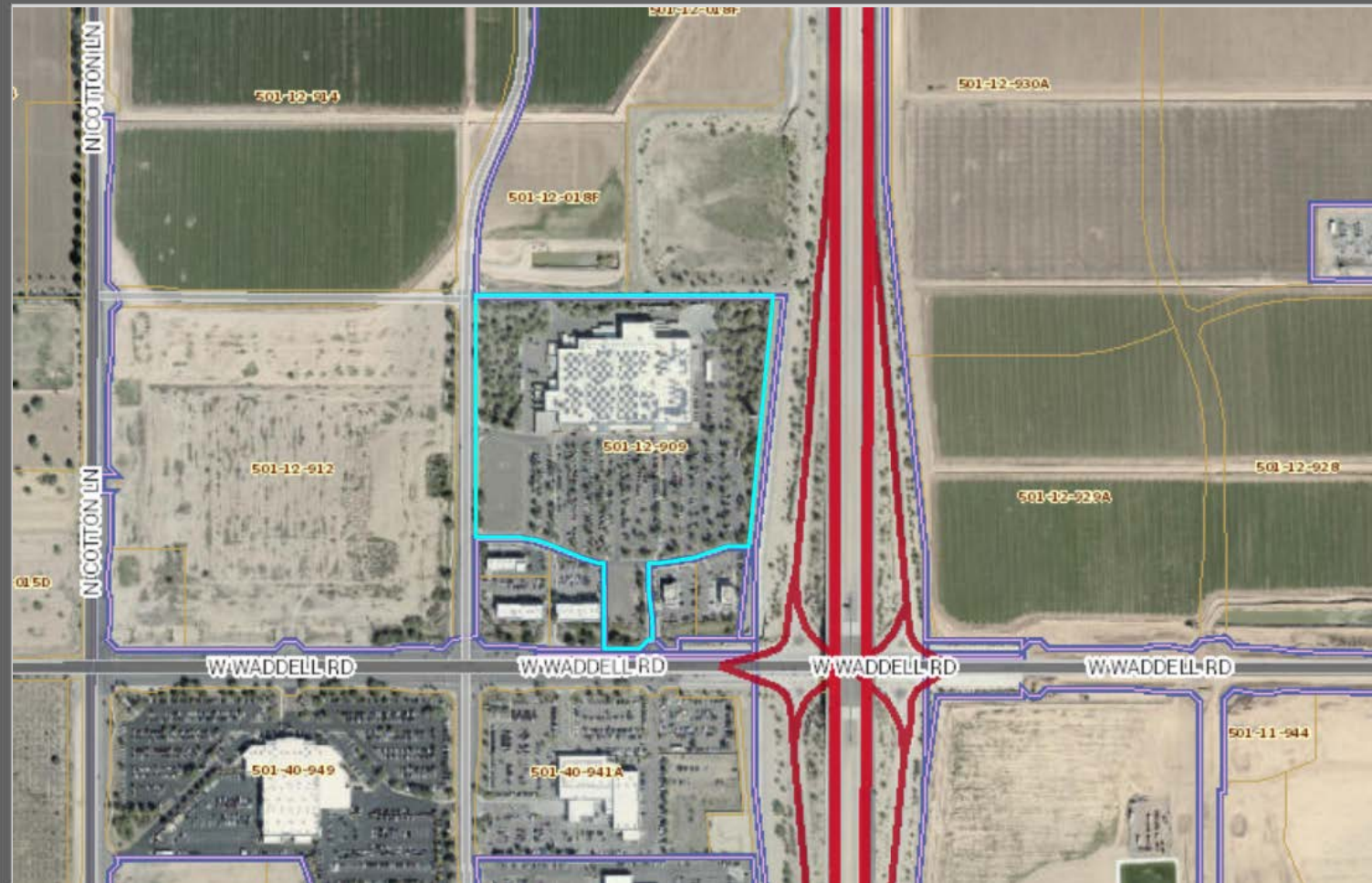
51

52 01 Vicinity Map

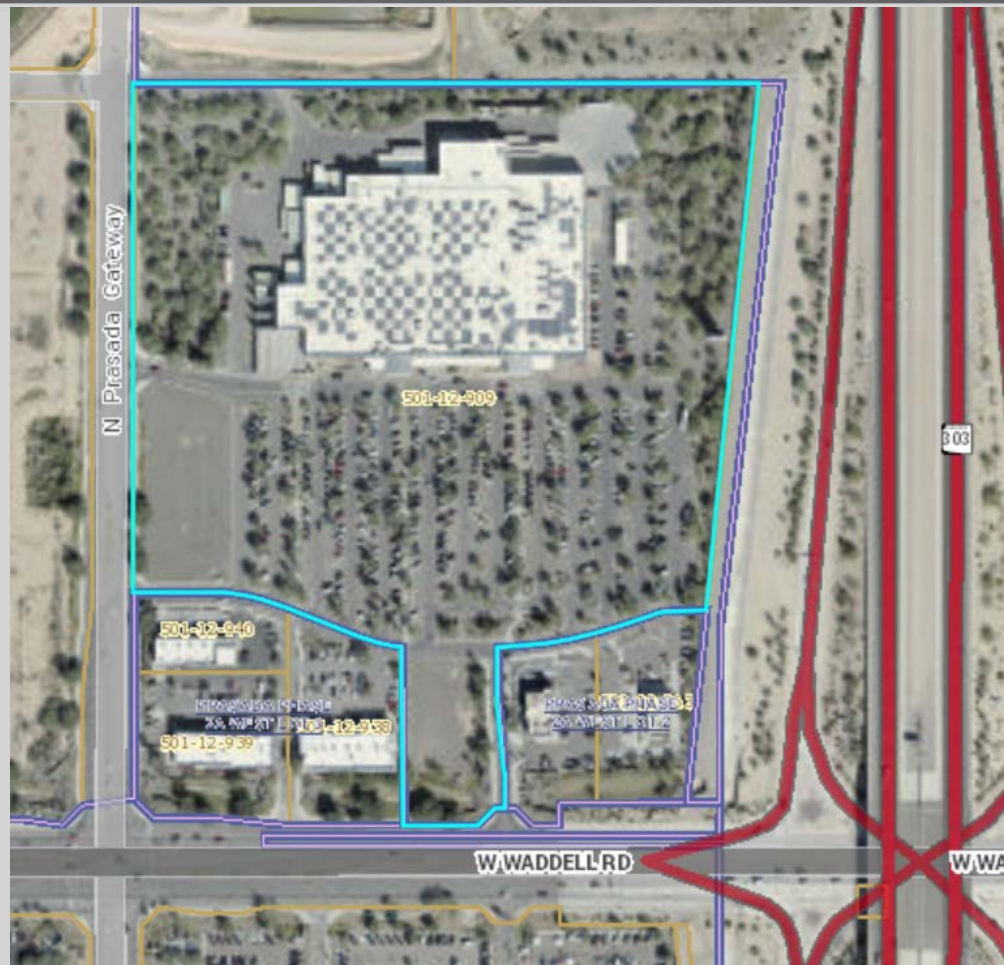
53 02 Case Map

54 03 Final Plat

55 04 Luke AFB comments



FS20-206 Vicinity Map



FS20-206 Case Map

Rec'd 8/26/20 ~ nlf

A REPLAT OF LOT 1 OF THE FINAL PLAT FOR
"PRASADA - PHASE 2 WEST" AS RECORDED IN BOOK 960 OF MAPS, PAGE 16,
RECORDS OF MARICOPA COUNTY, LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss

KNOW ALL PERSONS BY THESE PRESENTS: THAT WAL-MART STORES, INC. A DELAWARE CORPORATION AND FD 303 & WADDELL, LLC AN ARIZONA LIMITED LIABILITY COMPANY, HAS SUBDIVIDED UNDER THE NAME A REPLAT OF LOT 1 OF THE FINAL PLAT FOR "PRASADA - PHASE 2 WEST" AS RECORDED IN BOOK 960 OF MAPS, PAGE 16, RECORDS OF MARICOPA COUNTY, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR A REPLAT OF LOT 1 OF THE FINAL PLAT FOR "PRASADA - PHASE 2 WEST" AS RECORDED IN BOOK 960 OF MAPS, PAGE 16, RECORDS OF MARICOPA COUNTY, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON-EXCLUSIVE EASEMENT IN, UPON, OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING PUBLIC UTILITIES.

OWNERS HEREBY GRANTS TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT AN EASEMENT UPON, UPON, AND ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS AND PARKING TO EACH PARCEL CREATED BY THIS PLAT.

OWNERS HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED, TO THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

EXCEPT AS TO ANY AREAS SUBJECT TO THE EASEMENT OR EASEMENTS GRANTED TO MARICOPA WATER DISTRICT, AS DEPICTED ON THIS PLAT AND RECORDED IN THE OFFICE OF THE RECORDER, MARICOPA COUNTY, ARIZONA, PERPETUAL WATER EASEMENTS ("EASEMENTS") AS DESCRIBED IN THE PLAT ARE GRANTED TO EPCOR WATER ARIZONA INC. AND ITS SUCCESSORS AND ASSIGNS (COLLECTIVELY, "GRANTEE") TO CONSTRUCT, OPERATE, AND MAINTAIN WATER LINES AND APPURTENANT FACILITIES (COLLECTIVELY, "FACILITIES") UPON, ACROSS, OVER AND UNDER THE SURFACE OF THE EASEMENTS, TOGETHER WITH THE RIGHT TO OPERATE, REPAIR, REPLACE, MAINTAIN, AND REMOVE THE FACILITIES FROM THE PREMISES; TO ADD OR TO ALTER THE FACILITIES, AND TO PROVIDE GRANTEE WITH REASONABLE INGRESS AND EGRESS TO THE FACILITIES. GRANTEE WILL HAVE UNRESTRICTED ACCESS TO THE EASEMENT FOR THE ACTIVITIES DESCRIBED HEREIN AND FORMAL NOTIFICATION OR APPROVAL BY ANY ASSOCIATION PRIOR TO ACCESSING THE EASEMENT WILL NOT BE REQUIRED.

GRANTOR SHALL NOT ERECT OR CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING, STRUCTURE OR SIMILAR IMPROVEMENT WITHIN THE LIMITS OF THE EASEMENT GRANTED HEREIN, GRANTOR SHALL NOT, NOR PERMIT, THE GRADE OVER GRANTEE'S FACILITIES TO BE SUBSTANTIALLY ALTERED WITHOUT, IN EACH INSTANCE, THE PRIOR WRITTEN CONSENT OF GRANTEE, AND GRANOR AGREES THAT NO OTHER PIPES OR CONDUITS SHALL BE PLACED WITHIN THE PREMISES SUBJECT TO THE EASEMENT GRANTED HEREIN, EXCEPT PIPES CROSSING GRANTEE'S FACILITIES AT RIGHT ANGLES, IN WHICH CASE, A MINIMUM VERTICAL DISTANCE OF TWO (2) FEET (AS MEASURED FROM THE CLOSEST POINTS ON THE OUTSIDE EDGES) SHALL BE MAINTAINED BETWEEN GRANTEE'S FACILITIES AND SUCH OTHER PIPES OR CONDUITS. UNLESS GRANTEE EXPRESSLY CONSENTS IN WRITING OTHERWISE, ANY AND ALL SEWER PIPES CROSSING THE EASEMENT GRANTED HEREIN SHALL BE LAID BELOW GRANTEE'S FACILITIES. HOWEVER, GRANTOR SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS, AND TO ESTABLISH OTHER USES WHICH ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID EASEMENT IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH GRANTEE'S ACCESS TO THE FACILITIES.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2020.

WAL-MART STORES, INC. A DELAWARE CORPORATION

BY: _____
ITS: _____

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2020.

FD 303 & WADDELL, LLC AN ARIZONA LIMITED LIABILITY COMPANY

BY: JAY R. SCHNEIDER
ITS: MANAGER

ACKNOWLEDGMENT

STATE OF ARKANSAS }
COUNTY OF BENTON } ss

ON THIS _____ DAY OF _____, 2020, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING TO THE INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss

ON THIS _____ DAY OF _____, 2020, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED JAY R. SCHNEIDER WHO ACKNOWLEDGED HIMSELF TO BE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING TO THE INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC MY COMMISSION EXPIRES _____

RELEASE OF LIABILITY

WAL-MART STORES, INC. A DELAWARE CORPORATION AND FD 303 & WADDELL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY DO HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNERS AND THEIR HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

PUBLIC NOTICE

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

SURVEYORS NOTES

1. THE BASIS OF BEARING IS THE MONUMENT LINE OF WADDELL ROAD, ALSO BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 12, USING A BEARING OF SOUTH 89 DEGREES 43 MINUTES 20 SECONDS EAST PER THE PLAT OF PRASADA - PHASE 2A WEST, RECORDED IN BOOK 960 OF MAPS, PAGE 16, MARICOPA COUNTY RECORDS.

2. ALL TITLE INFORMATION AND THE DESCRIPTION SHOWN IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NUMBER 19001377-040-00, DATED JULY 30, 2019, AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY.

NOTICE OF INTER-GOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNIOPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1997, UNDER DOCKET NO. 97-0231759 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURF LANDS OR DECLARATIONS OF URBANIZED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHTS-OF-WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA.

IN LOCATIONS WHERE APPLICABLE, INCLUDING ANY AND ALL DEDICATIONS WITHIN A SUBDIVISION PLAT, MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND PROPERTY INTERESTS, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE IGA.

CITY SHALL HAVE THE RIGHT TO AUTHORIZE AND CONTROL THE UTILITY SERVICE PROVIDER'S USE AND OCCUPANCY OF THESE EASEMENTS. CITY REQUIRES THAT UTILITY SERVICE PROVIDERS CONSENT TO BE BOUND BY THE IGA PRIOR TO THE USE OR OCCUPANCY OF THE EASEMENTS GRANTED UNDER THE IGA. SUCH USE OR OCCUPANCY OF THE EASEMENTS CONSTITUTES CONSENT OF THE UTILITY SERVICE PROVIDERS TO BE BOUND BY THE IGA.

NOTICE OF PRASADA 2A DEVELOPMENT AGREEMENT

LANDOWNER HAS ENTERED INTO A PRASADA 2A DEVELOPMENT AGREEMENT DATED NOVEMBER 19, 2007 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON NOVEMBER 21, 2007, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCUMENT NO. 2007-1241466. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT, THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF LANDOWNER AT WAL-MART STORES, INC., A DELAWARE CORPORATION, 2001 SE 10TH STREET, BENTONVILLE, AR 72716, AND FD 303 & WADDELL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, 2850 E. CAMELBACK ROAD, SUITE 180, PHOENIX, AZ 85016 AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 2020.

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA ("MWD")

BY: CHRISTINE CAIN DATED _____
ITS: PROPERTY & CONTRACTS MANAGER

ATTEST:
BY: GLEN VORTHERMS DATED _____

ITS: ASSISTANT SECRETARY

WAL-MART STORES, INC. A DELAWARE CORPORATION

BY: _____ DATED _____
ITS: _____

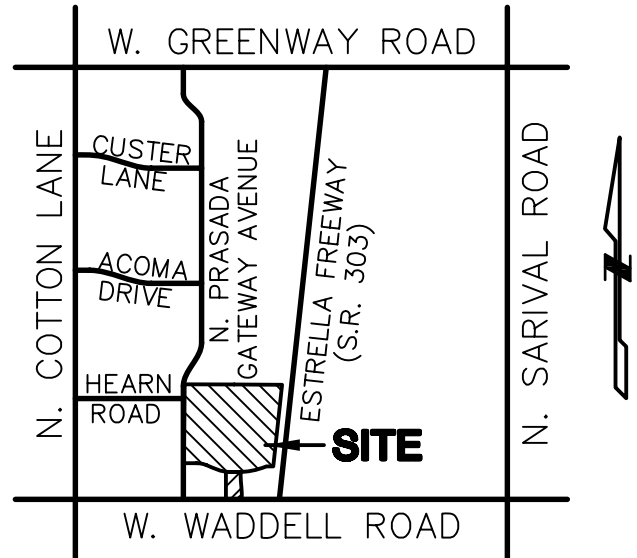
FD 303 & WADDELL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: JAY R. SCHNEIDER DATED _____

ITS: MANAGER

ZONING

PRASADA GATEWAY VILLAGE AREA DEVELOPMENT (PGV-2)



VICINITY MAP
NOT TO SCALE

RECORD DESCRIPTION

LOTS 1 AS SHOWN ON THE FINAL PLAT OF PRASADA-PHASE 2A WEST, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, AT BOOK 960 OF MAPS, PAGE 16.

EXCEPT: RESERVING UNTO THE GRANTOR ALL MINERALS, COLA CARBONS, HYDROCARBONS, OIL, GAS, CHEMICAL ELEMENTS AND COMPOUNDS WHETHER IN SOLID, LIQUID OR GASEOUS FORM, AND ALL STEAM AND OTHER FORMS OF THERMAL ENERGY ON, IN OR UNDER THE ABOVE DESCRIBED LAND (THE "MINERAL ESTATE"), AS SET FORTH IN DOCUMENT RECORDED SEPTEMBER 13, 2007 IN INSTRUMENT NO. 2007-0969773.

AREA

LOT 1A	47,588 SQ. FT. 1.092 ACRES
LOT 1B	896,601 SQ. FT. 20.583 ACRES

TOTAL	944,189 SQ. FT. 21.675 ACRES
-------	---------------------------------

SURVEYOR

SUPERIOR SURVEYING SERVICES INC.
2122 W. LONE CACTUS DRIVE, SUITE 11
PHOENIX, AZ 85027
PHONE: (623)869-0223
FAX: (623)869-0726
CONTACT: DAVID S. KLEIN

OWNERS

WAL-MART STORES, INC.
A DELAWARE CORPORATION
2001 SE. 10TH STREET
BENTONVILLE, AR 72716

FD 303 & WADDELL, LLC, AN
ARIZONA LIMITED LIABILITY COMPANY
2850 E. CAMELBACK ROAD, SUITE 180
PHOENIX, AZ 85016

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2020, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ CITY ENGINEER _____ DATE _____

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.

THIS _____ DAY OF _____, 2020.

MAYOR DATE _____

ATTEST: _____

CITY CLERK DATE _____

CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

AUGUST 21, 2020
DAVID S. KLEIN
R.L.S. 42137
2122 W. LONE CACTUS DRIVE, SUITE 11
PHOENIX, AZ 85027



David S. Klein

A REPLAT OF LOT 1 OF THE FINAL PLAT FOR
"PRASADA - PHASE 2 WEST"
14111 N. PRASADA GATEWAY AVENUE, SURPRISE, AZ 85388

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info@superiorsurveying.com



DWN: GBF CHK: DK

SHEET 1 OF 3

DATE: 8/21/2020

JOB: 190781

CASE NUMBER: FS20-206

A REPLAT OF LOT 1 OF THE FINAL PLAT FOR
"PRASADA - PHASE 2 WEST" AS RECORDED IN BOOK 960 OF MAPS, PAGE 16,
RECORDS OF MARICOPA COUNTY, LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

RATIFICATION OF LIEN HOLDER

STATE OF TEXAS }
COUNTY OF TARRANT } ss
SB AB WEST LOOP, L.P., A TEXAS LIMITED PARTNERSHIP, OWNER AND HOLDER OF A
DEED OF TRUST LIEN AGAINST THE PROPERTY REFLECTED ON THIS PLAT, DOES
HEREBY RATIFY SAID PLAT AND THE EASEMENTS SHOWN HEREON, AND HEREBY
CONFIRMS THAT IT IS THE PRESENT OWNER OF SAID LIEN AND THAT IT HAS NOT
ASSIGNED OR ENCUMBERED ALL OR ANY PART OF SAID LIEN.

SB AB WEST LOOP, L.P., A TEXAS LIMITED PARTNERSHIP

BY: PINPOINT FINCO AB, LLC, A TEXAS LIMITED LIABILITY COMPANY
ITS GENERAL PARTNER
BY: ARTHUR HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY
ITS MANAGER
BY: BRANDON JOHNSON / AUTHORIZED SIGNATORY
BY: NOEL NESSER / AUTHORIZED SIGNATORY

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF TARRANT } ss
BEFORE ME THIS DAY OF 2020, BRANDON JOHNSON
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO
ACKNOWLEDGED HIMSELF TO BE OWNER OF SB AB WEST LOOP, L.P., A TEXAS
LIMITED PARTNERSHIP, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON
AND ACKNOWLEDGE THAT AS BRANDON JOHNSON, EXECUTED THIS INSTRUMENT
FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: NOTARY PUBLIC MY COMMISSION EXPIRES

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF TARRANT } ss
BEFORE ME THIS DAY OF 2020, NOEL NESSER
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO
ACKNOWLEDGED HIMSELF TO BE OWNER OF SB AB WEST LOOP, L.P., A TEXAS
LIMITED PARTNERSHIP, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON
AND ACKNOWLEDGE THAT AS NOEL NESSER, EXECUTED THIS INSTRUMENT FOR
THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: NOTARY PUBLIC MY COMMISSION EXPIRES

NOTES

- ALL UTILITY LINES SHALL BE CONSTRUCTED UNDERGROUND.
- ELECTRIC LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY ARIZONA CORPORATION COMMISSION.
- ALL COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY ARIZONA CORPORATION COMMISSION.
- A PROPERTY OWNERS ASSOCIATION SHALL MAINTAIN PRIVATE UTILITIES, PRIVATE FACILITIES, COMMON AREA LANDSCAPING AND LANDSCAPING IN THE RIGHT-OF-WAY ADJACENT TO THE PROJECT. THE CITY OF SURPRISE IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE FOR SUCH AREAS.
- NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS DEVELOPMENT WITHOUT WRITTEN AUTHORIZATION OF THE CITY OF SURPRISE.
- ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING THE 100 YEAR - 2 HOUR STORM EVENT. OWNER(S) OF ANY EXISTING BASIN FAILING TO MEET THIS REQUIREMENT MUST TAKE CORRECTIVE ACTION TO BRING THE BASIN INTO COMPLIANCE.
- ALL DRYWELLS SHOWN ON THIS PROJECT SHALL BE MAINTAINED BY THE OWNER(S) AND ARE TO BE REPLACED BY THE OWNER(S) WHEN THEY CEASE TO DRAIN THE SURFACE WATER IN A 36 HOUR PERIOD. REGULAR MAINTENANCE OF THE DRYWELL SILTING CHAMBER IS REQUIRED TO ACHIEVE THE BEST OPERATION OF THE DRYWELL.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" (SHADED) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- THE MAINTENANCE OF DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PRESENT OWNERS AND/OR OWNER'S ASSOCIATION.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- LANDSCAPING MAINTENANCE WITHIN THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.



A REPLAT OF LOT 1 OF THE FINAL PLAT FOR
"PRASADA - PHASE 2 WEST"
14111 N. PRASADA GATEWAY AVENUE, SURPRISE, AZ 85388

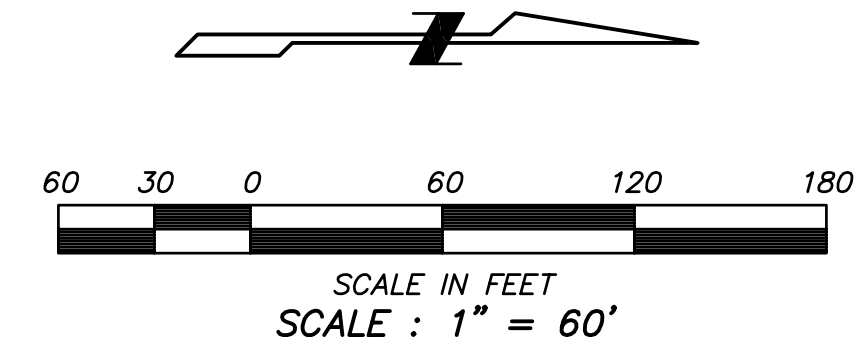
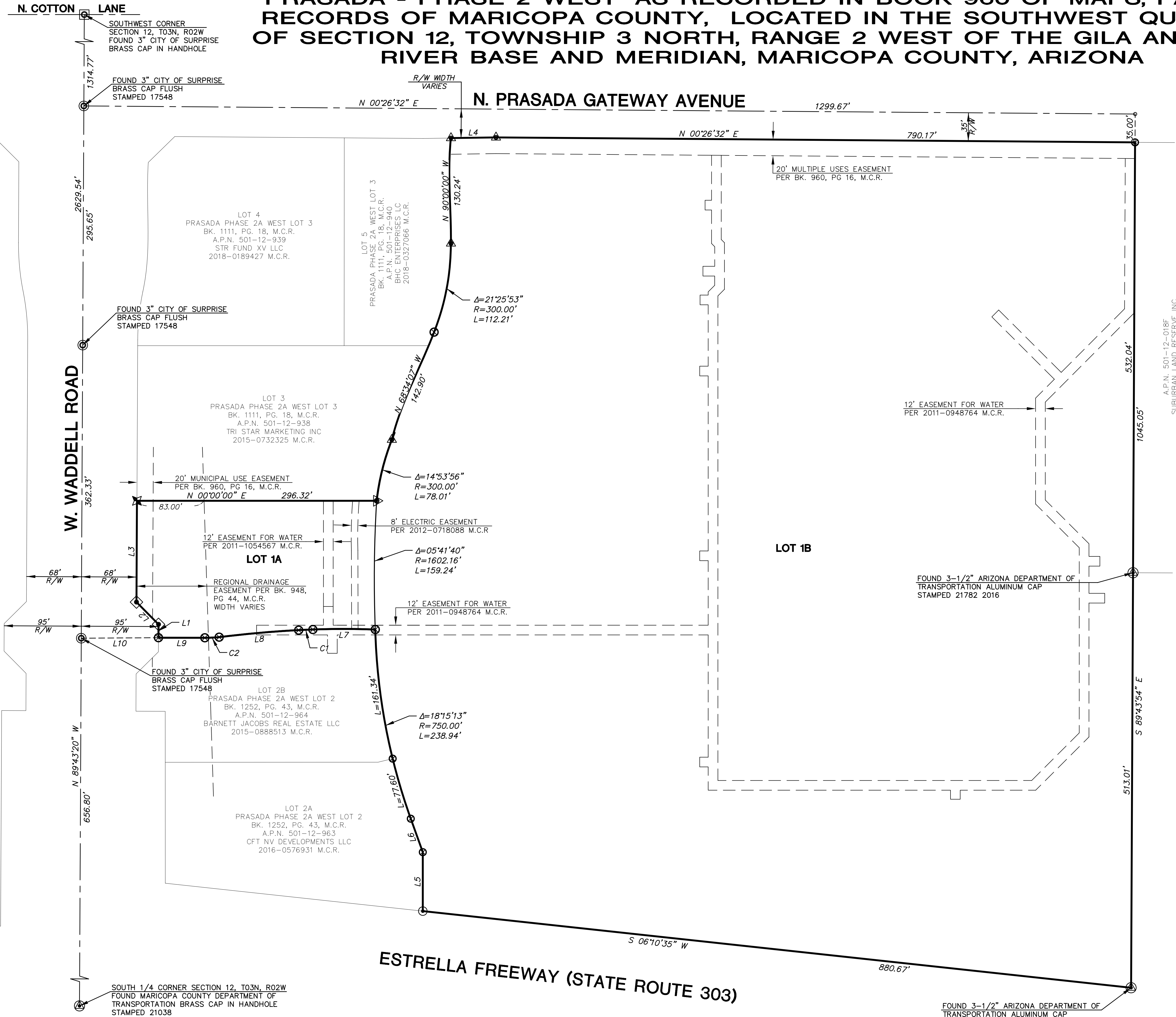
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www.superiorsurveying.com
info@superiorsurveying.com



DWN: GBF CHK: DK
SHEET 2 OF 3
DATE: 8/21/2020
JOB: 190781

CASE NUMBER: FS20-206

A REPLAT OF LOT 1 OF THE FINAL PLAT FOR
"PRASADA - PHASE 2 WEST" AS RECORDED IN BOOK 960 OF MAPS, PAGE 16,
RECORDS OF MARICOPA COUNTY, LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

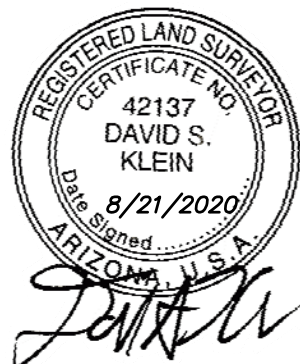


LEGEND

- BOUNDARY LINE
CENTER LINE OR MONUMENT LINE
FOUND NAIL & WASHER
STAMPED 42137 PER BK. 1260,
PG. 41, M.C.R.
FOUND 1/2" CAPPED REBAR
STAMPED 42137 PER BK. 1260,
PG. 41, M.C.R.
FOUND 1/2" CAPPED REBAR
STAMPED 17578
FOUND NAIL NO IDENTIFICATION
SET WASHER STAMPED 42137
FOUND CHISELED "X"
SET NAIL IN WASHER
STAMPED 17578
A.P.N. ASSESSORS PARCEL NUMBER
M.C.R. MARICOPA COUNTY RECORDS
R/W RIGHT OF WAY
BK. BOOK
PG. PAGE

LINE TABLE		
LINE	BEARINGS	LENGTH
L1	N 89°43'20" W	16.51'
L2	N 45°16'40" W	38.77'
L3	N 89°43'20" W	125.21'
L4	N 00°49'51" W	55.62'
L5	N 90°00'00" W	72.85'
L6	S 70°14'36" W	43.95'
L7	S 00°00'00" E	77.17'
L8	S 05°01'27" E	98.65'
L9	S 00°04'27" W	57.31'
L10	N 00°21'49" W	95.42'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	200.42'	5°01'27"	17.57'
C2	199.59'	5°05'54"	17.76'



A REPLAT OF LOT 1 OF THE FINAL PLAT FOR
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SUPERIOR
SURVEYING SERVICES, INC.

DWN: GBF CHK: DK
SHEET 3 OF 3
DATE: 8/21/2020
JOB: 190781

CASE NUMBER: FS20-206

From: CHRISTIANSON, REGGIE A GS-12 USAF AETC 56 FW/CVE <reggie.christianson.1@us.af.mil>
Sent: Tuesday, March 24, 2020 3:09 PM
To: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Cc: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>
Subject: RE: FS20-206 Re-plat for Prasada - Phase 2 West - New Submittal (APN: 501-12-909)

Nichole,

Thank you for the opportunity to provide comments on the Re-plat for the Prasada Project. The site is located on 22.6 acres at 14111 N Prasada Gateway Ave in Surprise, AZ. The application is to replat single parcel into two individual parcels. The site is located 2.6 miles outside the Luke AFB 1988 JLUS 65 LDN, "high noise or accident potential zone" as identified by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

As described, this project will not negatively impact the flying operations at Luke AFB. Since the site will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights per day. We also recommend a strong notification program on the part of the applicant to inform any potential tenants about Luke AFB operations.

Respectfully,
Reg

Reggie A. Christianson
Strategic Planning Manager, Community Initiatives Team
Luke AFB AZ 85309
Office: 623-856-6115
DSN: 896-6115



SURPRISE
ARIZONA

City Council

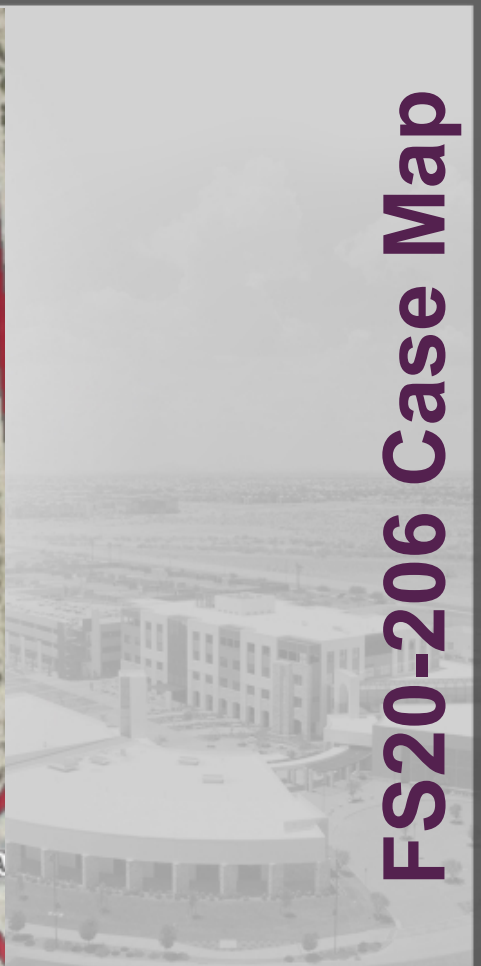
September 15, 2020

Prasada Phase 2 West, Lot 1 Re-Plat

FS20-206



FS20-206 Vicinity Map



**A REPLAT OF LOT 1 OF THE FINAL PLAT FOR
"PRASADA - PHASE 2 WEST" AS RECORDED IN BOOK 960 OF MAPS, PAGE 16,
RECORDS OF MARICOPA COUNTY, LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA**

RATIFICATION OF LIEN HOLDER

COUNTY OF TARRANT }
BY: 2020, BRANSON JOHNSON, OWNER AND HOLDER OF A
DEED OF TRUST LIES AGAINST THE PROPERTY REFLECTED ON THIS PLAT, DOES
HEREBY RATIFY THIS PLAT AND THE COVENANTS, COVENANTS, AND COVENANTS
CONTAINED THEREIN THAT IT IS THE INTENT OF SAID LIEN AND THAT IT HAS NOT
ASSIGNED OR ENCUMBERED ALL OR ANY PART OF SAID LIEN.

BY: 2020, BRANSON JOHNSON, OWNER AND HOLDER OF A
DEED OF TRUST LIES AGAINST THE PROPERTY REFLECTED ON THIS PLAT, DOES
HEREBY RATIFY THIS PLAT AND THE COVENANTS, COVENANTS, AND COVENANTS
CONTAINED THEREIN THAT IT IS THE INTENT OF SAID LIEN AND THAT IT HAS NOT
ASSIGNED OR ENCUMBERED ALL OR ANY PART OF SAID LIEN.

ACKNOWLEDGMENT

COUNTY OF TARRANT }
BY: 2020, BRANSON JOHNSON, OWNER AND HOLDER OF A
DEED OF TRUST LIES AGAINST THE PROPERTY REFLECTED ON THIS PLAT, DOES
HEREBY RATIFY THIS PLAT AND THE COVENANTS, COVENANTS, AND COVENANTS
CONTAINED THEREIN THAT IT IS THE INTENT OF SAID LIEN AND THAT IT HAS NOT
ASSIGNED OR ENCUMBERED ALL OR ANY PART OF SAID LIEN.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY: _____ MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT

COUNTY OF TARRANT }
BY: 2020, NOEL NEIDER, OWNER AND HOLDER OF A
DEED OF TRUST LIES AGAINST THE PROPERTY REFLECTED ON THIS PLAT, DOES
HEREBY RATIFY THIS PLAT AND THE COVENANTS, COVENANTS, AND COVENANTS
CONTAINED THEREIN THAT IT IS THE INTENT OF SAID LIEN AND THAT IT HAS NOT
ASSIGNED OR ENCUMBERED ALL OR ANY PART OF SAID LIEN.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY: _____ MY COMMISSION EXPIRES _____

NOTES

1. ALL UTILITY LINES SHALL BE CONSTRUCTED UNDERGROUND.
2. ELEVATING LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY ARIZONA CORPORATION COMMISSION.
3. ALL COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY ARIZONA CORPORATION COMMISSION.
4. A PROPERTY OWNERS ASSOCIATION SHALL MAINTAIN PRIVATE UTILITIES, PRIVATE FACILITIES, COMMON AREA LANDSCAPING AND LANDSCAPING IN THE RIGHT-OF-WAY ADJACENT TO THE PROJECT. THE CITY OF SURPRISE IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE FOR SUCH AREAS.
5. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS DEVELOPMENT WITHOUT WRITTEN AUTHORIZATION OF THE CITY OF SURPRISE.
6. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING THE 100 YEAR - 2 HOUR STORM EVENT (OVERFLOW) OF ANY EXISTING BASIN EXISTING TO MEET THE REQUIREMENT MUST TAKE CORRECTIVE ACTION TO BRING THE BASIN INTO COMPLIANCE.
7. ALL DRAINAGE SHOWN ON THIS PROJECT SHALL BE MAINTAINED BY THE OWNER(S) AND ARE TO BE REVISED BY THE OWNER(S) WHEN THEY CEASE TO DRAIN THE SURFACE WATER IN A 30 HOUR PERIOD. REGULAR MAINTENANCE OF THE DRAINAGE, INCLUDING DRAINAGE IS REQUIRED TO AVOID THE BEST OPERATION OF THE DRAINAGE.
8. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
9. PURSUANT TO A.R.S. § 45-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #4701 AND 14710, WHEN APPLICABLE.
10. THE PROJECT IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" COVERED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NO. 13040C0101, WITH A DATE OF REVISION/REVISION TO 10/10/10. FOR COMMUNITY NO. 13040C0101, THE CITY OF SURPRISE, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
11. IN ACCORDANCE WITH A.R.S. § 45-1102, THE CITY OF SURPRISE HAS DETERMINED THAT ALL LOCATIONS OCCURRING WITH THIS PLAT AND IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
12. THE MAINTENANCE OF DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PRESENT OWNERS AND/OR OWNER'S ASSOCIATION.
13. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, UNDEVELOPED TRACTS, RETENTION BASINS AND PUMPS SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE ASSOCIATION FORMED BY THE OWNER.
14. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJUTANT PUBLIC RIGHT-OF-WAY INCLUDING LANDSCAPING MEASURES WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPING AREAS BETWEEN THE LANDS AND THE RETENTION BASINS SHALL BE THE RESPONSIBILITY OF THE ADJUTANT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJUTANT PROPERTY.
15. LANDSCAPING MAINTENANCE WITHIN THE METROS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN THE ADJUTANT PUBLIC STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.



CASE NUMBER: FS20-206

A REPLAT OF LOT 1 OF THE FINAL PLAT FOR
"PRASADA - PHASE 2 WEST"
14111 N. PRASADA GATEWAY AVENUE, SURPRISE, AZ 85388

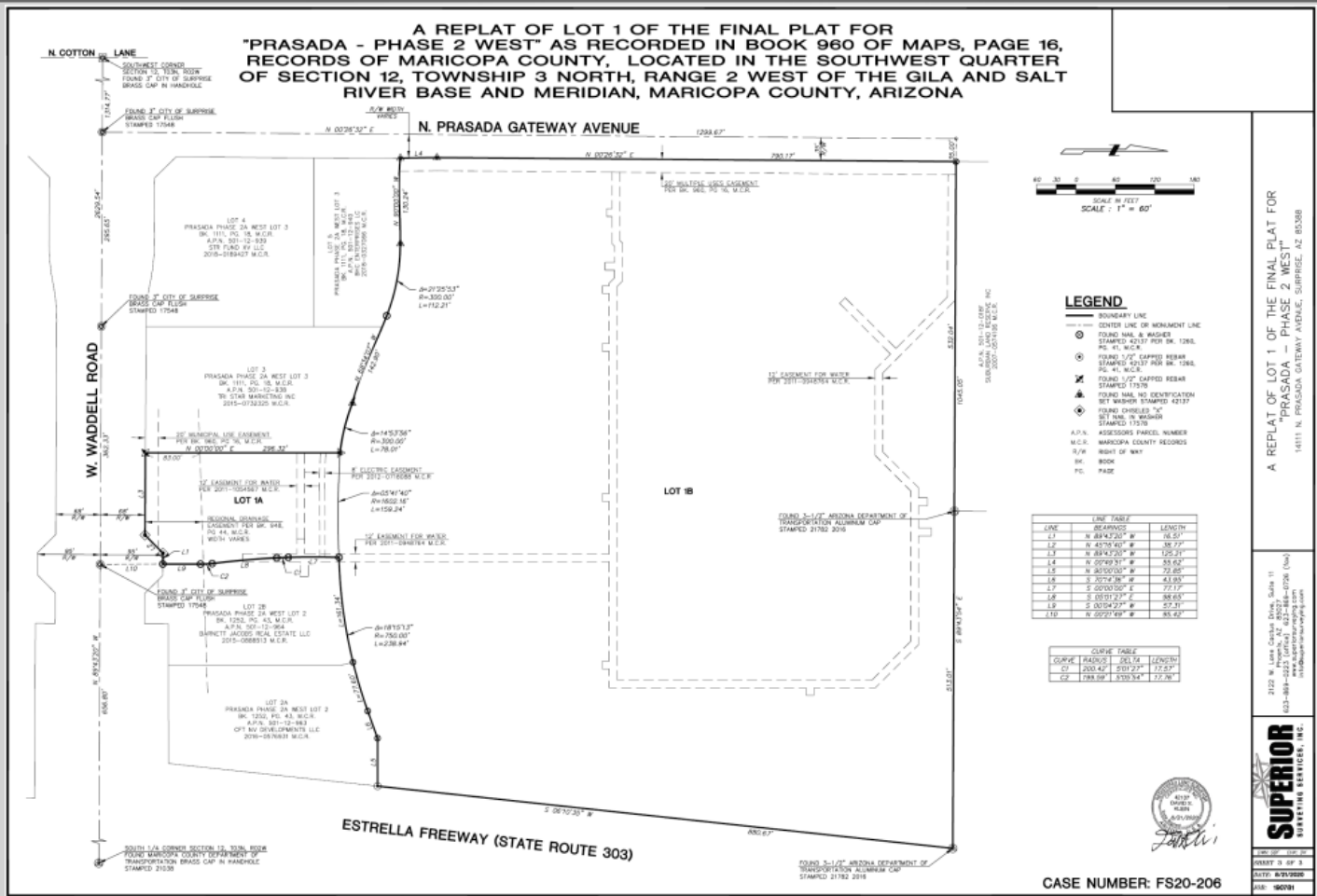
2722 W. Linn Avenue, Suite 111
Phoenix, AZ 85029
602-866-0023 (local) 602-866-0728 (toll-free)
info@superior-surveying.com

SUPERIOR
SURVEYING SERVICES, INC.

DATE: 8/20/2020
FILE: 100781

FS20-206 Re-Plat

FS20-206 Re-Plat





**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 15, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 3

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

Consideration and action pertaining to the conditional acceptance of certain public utility improvements at Toll at Prasada, Phase 1 Unit D, generally located at W. Savannah Drive and N. Greenwich Boulevard; Resolution #2020-105.

Motion:

I move to approve Resolution No. 2020-105.

Background:

The Public Works Department conducted the final inspection of the public improvements for Toll at Prasada, Phase 1 Unit D, generally located at W. Savannah Drive and N. Greenwich Boulevard on or about July 31, 2020 totaling approximately 2,528 LF and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes wastewater lines.

Objective Analysis:

The improvements for this property convey wastewater from the property to the City's public system. This action will accept the required infrastructure.

Policy Compliant:

City Code generally requires development to install public infrastructure required to serve the development. Upon completion and acceptance of such infrastructure, the infrastructure becomes the property of the City. Acceptance of this infrastructure will officially transfer ownership and future maintenance to the City.

Financial Impact:

Acceptance of sewer infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$328,076.00.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's Wastewater Operations Fund. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated in future year budgets.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res 2020-105 Infra Accept -Toll at Prasada-FINAL-
 2. 02_Notice of Completion Letter
 3. 03_Inspector sign off form
-

RESOLUTION # 2020-105

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER ONE YEAR WARRANTY AT TOLL AT PRASADA, PHASE 1 UNIT D GENERALLY LOCATED AT W. SAVANNAH DRIVE AND N. GREENWICH BOULEVARD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Toll at Prasada, Phase 1 Unit D" on, March 5, 2019;

WHEREAS, Toll Prasada LLC, an Arizona Limited Liability Company, the developer of Toll at Prasada, Phase 1 Unit D, dedicated to the City public utility improvements, generally located at W. Savannah Drive and N. Greenwich Boulevard;

WHEREAS, on or about July 31, 2020, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

WHEREAS, the City of Surprise notes that the one-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, after the conclusion of the one-year warranty period, the City of Surprise will release the warranty and begin maintenance of the public utility improvements.

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

Section 1. The City of Surprise conditionally accepts the public utility improvements generally located as depicted on the map attached as Exhibit A and listed on Exhibit B.

Section 2. Upon final acceptance by the City Engineer, the City Council hereby directs the City to release warranty and begin maintenance of the public utility improvements.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2020.

Skip Hall, Mayor

Attest:

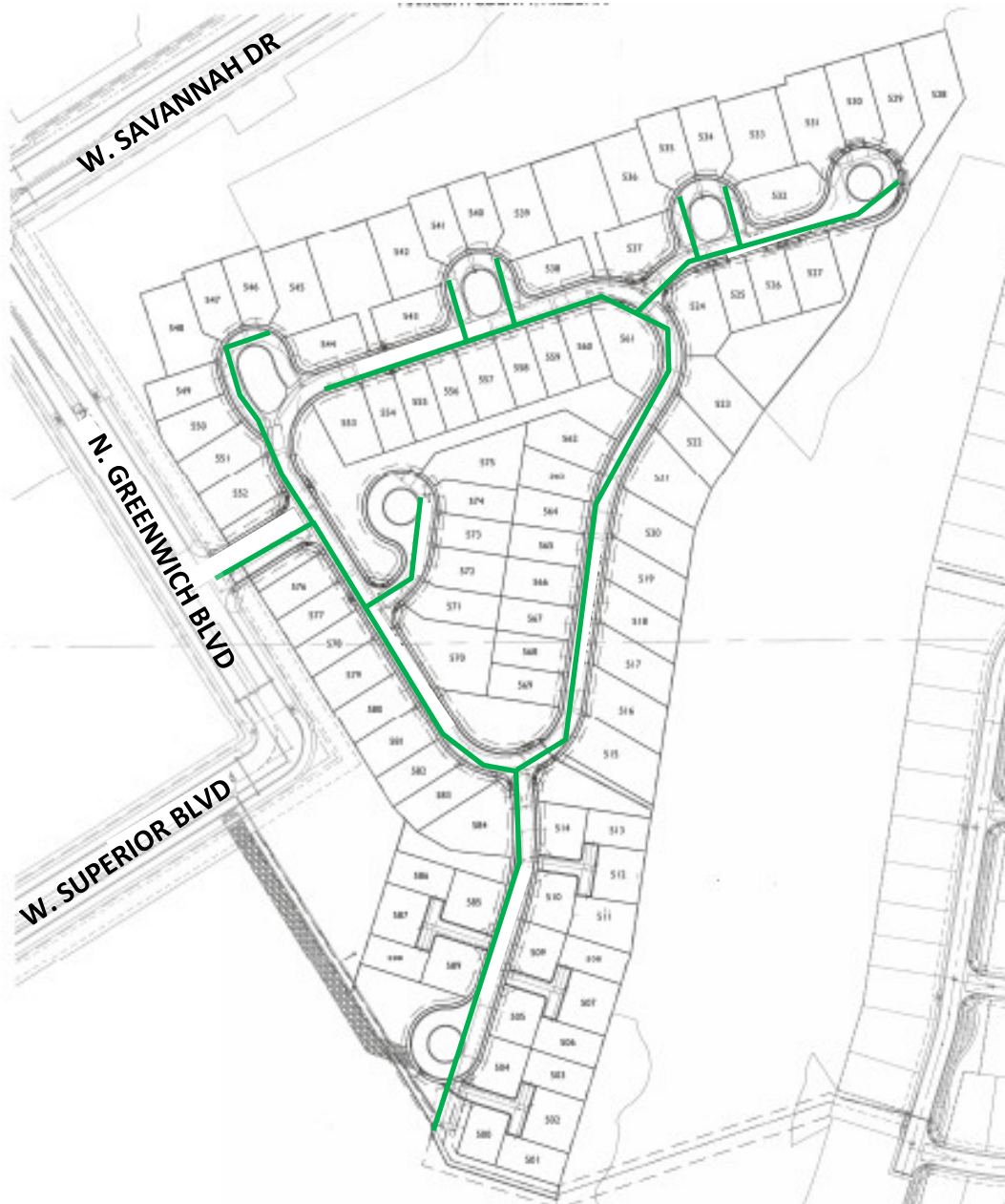
Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

Toll at Prasada - Phase 1 Unit D



**INFRASTRUCTURE TO
BE ACCEPTED:**

— SEWER

VICINITY MAP

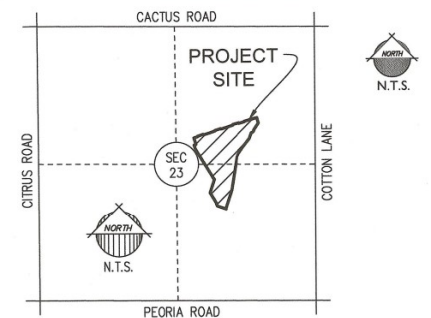




EXHIBIT B

ENGINEERING DIVISION
PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-6150

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 08/16/2020
Re: Toll at Prasada, Ph1 Unit D

The public improvements for the above project have been completed and are tentatively scheduled for the September 15, 2020 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Sewer - \$328,076.00

August 04, 2020

Toll Brothers AZ Construction Co.
8767 E. Via De Ventura 390
Scottsdale, AZ 85258

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR TOLL AT
PRASADA PHASE 1 UNIT D – FS18-289**

The City of Surprise Public Works Department has completed the inspection of the public utility improvements for the above referenced project. These improvements are in substantial compliance with the approved plans and specifications. Council action is required prior to conditional acceptance and the official beginning of the warranty period. The time frame for Council action is approximately 90 days after the following items have been submitted:

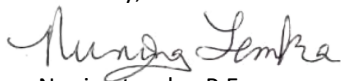
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of two (2) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

A letter of conditional acceptance and notification that the warranty period has begun will be forwarded upon the completion of council acceptance. Also, a request to release the associated completion assurance will be made; notification will be sent when assurance document is available for pick up.

If you have any questions or concerns, you can reach me at 623-222-6148 or at nuning.lemka@surpriseaz.gov.

Sincerely,



Nuning Lemka, P.E.
Engineering Manager

cc: Kristin Tytler, Assistant PW Director/City Engineer
David Mobley, PW Field Engineering Supervisor
David Kohlbeck, PW Business Manager
Lee Lambert, Water Resource Management
Warren Bert, GIS

Mike Gent, Deputy City Manager/PW Director
John McFarland, PW Streets Manager
Jon Gake, Finance
Michael Boule - Water Resource Management



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 7/30/2020 _____ Commercial _____ Commercial w/Offsite X Residential

X COMPLETION ACCEPTANCE (End of Construction) _____ FINAL ACCEPTANCE (End of Warranty)

7/14/2020 Date of Punch-List Walk 7/29/2020 Date Punch-List Completed

FS Number: FS18-289 Permit Number(s): E19P-0142,0318,E18P-1040

Project Name: Toll At Prasada Phase 1 Unit D

Project Developer/Builder: (Name/Email, Address)

Toll Brothers AZ Construction Company

8767 E. De Ventura 390, Scottsdale AZ 85258

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Private						

MATERIALS:

Asphalt:	<u>N/A</u>	Supplier	_____	Total Lane Miles	_____	Total Square Yards	_____
Water:	<u>8" PVC</u>	Size/Type	<u>3,874'</u>	Total LF	<u>6" PVC</u>	Size/Type	<u>464'</u>
		Size/Type	_____	Total LF		Size/Type	_____
Sewer:	<u>8" PVC</u>	Size/Type	<u>2,528'</u>	Total LF	<u>6" PVC</u>	Size/Type	<u>1,096'</u>
		Size/Type	_____	Total LF		Size/Type	_____
Storm:	<u>15" RGRCP</u>	Size/Type	<u>30'</u>	Total LF	<u>24" HDPE</u>	Size/Type	<u>162'</u>
		Size/Type	_____	Total LF		Size/Type	_____
Fire Ln:	<u>N/A</u>	Size/Type	_____	Total LF		Size/Type	_____

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

<u>X</u> Copy of Punch List	<u>X</u> AOC
<u>N/A</u> Final Certification Letter from Engineer of Record	<u>N/A</u> Asphalt Concrete Ticket w/ Name of Contractor
<u>X</u> Complete Geotechnical Testing Packet	<u>X</u> Streetlight Energize Letter
<u>X</u> Sewer Pressure Testing Results	<u>X</u> As built Documents (PDF copy on CD)
<u>X</u> Sewer Manhole Vacuum Testing Certification	<u>N/A</u> Updated asbuilt CAD base files (copy on CD)
<u>X</u> Sewer Manhole Insecticide Certification	
<u>X</u> Sewer Videos with Operators Notes (inc. re-videos)	
Other _____	(Specify)

APPROVAL:

Civil Inspector: David Mobley

Date: 7/30/20

Civil Engineering Supervisor: *Munir Jembre*

Date: 07/31/2020



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 15, 2020
Submitting Department: Police
Staff Recommendations:

Contact Person: Philip Johnson
District: Citywide

Consent: Yes	Regular: Yes	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 2021 budget by reallocating appropriations of \$38,400 from the Grants Contingency Fund to Project G31243 to account for the U.S. Department of Justice Drug Enforcement Administration (DEA) Task Force Intergovernmental Agreement; Resolution # 2020-114.

Motion:

I move to approve Resolution # 2020-114.

Background:

This is an annual renewal of an agreement with the Department of Justice, which Surprise originally entered into in 2003. The Surprise Police Department (SPD) agrees to assign two (2) experienced officers to the DEA Phoenix Task Force for a period of not less than two (2) years. DEA agrees to reimburse the City of Surprise up to \$19,180.25 per officer (no more than \$38,360.50 total) for overtime expenses each year in addition to all investigative expenses, travel expenses, and per diem.

Objective Analysis:

The negative result from entering into this agreement is that two experienced officers are at the task force and not performing daily police functions within the City. However, the positives more than outweigh these negatives; the agreement will help disrupt a considerable amount of drug trafficking activities, especially focused upon the West Valley, and these officers will return to the City of Surprise after two years having obtained considerable skills that they will use in the daily performance of their job.

Policy Compliant:

This action is compliant with City and Council policy. The City regularly partners with other government entities when it is beneficial to do so, as is this partnership. Also, the City has consistently and strongly opposed drug trafficking and the harm that results.

Financial Impact:

This grant award is for \$19,180.25 per officer for overtime expenses for a one-time total of \$38,360.50. There is no City match requirement; however, the City is responsible for payment of salary, benefits, and overtime to the officers assigned to the Task Force. The DEA will reimburse the SPD for overtime expenses. Additionally, the DEA will provide investigative equipment, supplies, training, and per diem

to support the officer's activities in the Task Force.

Budget Impact:

This action will reallocate appropriations in the amount of \$38,400 within the Grants Fund from contingency to overtime to establish a budget for the DEA Task Force project. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget. Salary and benefits for the two officers to be assigned to the Task Force have been included as part of the Surprise Police Department's FY2021 General Fund operating budget.

FTE Impact:

The number of full-time equivalents (FTE) is not impacted by this action.

ATTACHMENTS:

1. FY2021 DEA TASK FORCE AWARD LETTER
 2. FY2021 DEA TASK FORCE IGA
 3. OJP 4061
 4. Resolution 2020-114 DEA Task Force IGA (FINAL)
-



U. S. Department of Justice
Drug Enforcement Administration
3010 North Second Street, Suite 100
Phoenix, Arizona 85012

www.dea.gov

August 20, 2020

Terry Young
Chief of Police
Surprise Police Department
14250 W. Statler Plaza, Suite 103
Surprise, Arizona 85374

Dear Chief Young:

The Drug Enforcement Administration's (DEA) collaboration with our state and local partners has consistently demonstrated that our enforcement efforts against major drug trafficking organizations are successful because of our law enforcement partnerships throughout the state. I invite you to continue your participation in DEA's Task Force Program and include for your review, the Fiscal Year (FY) 2021 Task Force Agreement(s).

According to our records, your office currently participates in the DEA's Phoenix Task Forces, for a total commitment of two full-time investigators. As outlined in the Agreement, each program-funded position is now eligible for overtime reimbursement of up to "25% of a GS-12, Step 1, of the general pay scale for the Rest of the United States," equivalent to a dollar amount of \$19,180.25, per position, for the fiscal year.

To ensure a seamless transition to the new fiscal year, a signature and return of the enclosed FY 2021 DEA Task Force Agreements and attached *Certifications Regarding Lobbying; Department Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements* is required by September 30, 2020. If your office anticipates a delay, please notify my office's new point of contact, Program Support Specialist Erica Curry, at (571) 362-0476 or via email at: Erica.C.Curry@usdoj.gov.

I look forward to our continued success in drug law enforcement. If you have any questions, please contact me at (571) 387-3275.

Sincerely,

Cheri A. Oz
Special Agent in Charge

Enclosures



Phoenix Field Division
U.S. Drug Enforcement Administration

Task Force Agreement

DEA and the Surprise Police Department

Phoenix Task Force

Task Force Officers Steven Kerr & Jeff Thurman

Instructions:

Please sign all copies of the Task Force Agreement(s) and the OJP Form. Return all copies to DEA Program Support Specialist Erica Curry (envelope provided). Please provide an agency point of contact to Ms. Curry and a copy of all documents will be returned to the POC for agency records.

DEA PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October 2020, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the **Surprise Police Department**, ORI# AZ007200 (hereinafter "SPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the state of Arizona area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Arizona, the parties hereto agree to the following:

1. The DEA Phoenix Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the state of Arizona area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the state of Arizona.
2. To accomplish the objectives of the Phoenix Task Force, the SPD agrees to detail two (2) experienced officer(s) to the Phoenix Task Force for a period of not less than two years. During this period of assignment, the SPD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The SPD officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The SPD officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the Phoenix Task Force, DEA will assign up to four (4) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agent and SPD officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Task Force, the SPD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the SPD for overtime payment. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 10 business days of the end of the invoiced period. Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."
7. In no event will the SPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The SPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The SPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The SPD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is sooner.
10. The SPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
11. The SPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The SPD acknowledges that this agreement will not take effect and no federal funds will be awarded to the SPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole in part with federal money, the SPD shall clearly state 1) the percentage of the total cost of the program or project which will be financed with federal money and 2) the dollar amount of federal funds for the project or program.
13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2022. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by SPD during the term of this agreement.

For the Drug Enforcement Administration:

Cheri A. Oz, Special Agent in Charge
Phoenix Field Division

Date: _____

For the Surprise Police Department:

Terry Young, Chief
Surprise Police Department

Date: _____



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart E, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

DEA Arizona Offices

Check ☐ If there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 406177.

Check ☐ if the State has elected to complete OJP Form 406177.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Surprise Police Department
14250 W. Statler Plaza, Suite 103
Surprise, AZ 85374

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

RESOLUTION # 2020-114

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION TO CONTINUE PARTICIPATION IN THE LOCAL PHOENIX DRUG TASK FORCE AND AMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF \$38,400 FROM THE GRANTS CONTINGENCY FUND TO PROJECT NUMBER G31243 FFY21 DEA TASK FORCE WITHIN THE GRANTS FUND.

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, there is evidence that trafficking in narcotics and dangerous drugs exists throughout the state and in the Phoenix area;

WHEREAS, such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona and the City of Surprise;

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to continue the partnership already in place to combat these issues;

WHEREAS, the Drug Enforcement Administration, as part of their commitment to this partnership desires to reimburse overtime incurred as a result of this partnership for two full-time investigators up to the amount of \$19,180.25 per position and the City of Surprise desires to accept such funding;

WHEREAS, the FY2021 budget was adopted including funding for the federal fiscal year 2019-2020 4th quarter;

WHEREAS, this agreement provides overtime funding for two officers assigned to the DEA Task Force for the federal fiscal year 2020-2021 and such funding was not included in the budget as the IGA was not executed at that time;

WHEREAS, the FY2021 budget was adopted by Council Resolution #2020-63 on June 2, 2020;

WHEREAS, execution of this IGA 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, 2020 through June 30, 2021.

Section 2. The Intergovernmental Agreement between the City of Surprise and the U.S. Department of Justice, Drug Enforcement Administration, 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 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 # 2020-114
Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriations in the amount of \$38,400 from Grant Contingency within the Grants Fund to the FFY21 DEA Task Force project within the Grants Fund to reimburse overtime incurred as part of the DEA Task Force operations. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants/Contingency	Police	#G31243 FFY21 DEA Task Force	E	-	38,400	38,400
Grants/Contingency	Police	#G31243 FFY21 DEA Task Force	R	-	38,400	38,400
Grants/Contingency	General Operations	Contingency	E	24,636,200	(38,400)	24,597,800
Grants/Contingency	General Operations	Other	R	24,636,200	(38,400)	24,597,800
Expense Total				24,636,200	-	24,636,200
Revenue Total				24,636,200	-	24,636,200

RESOLUTION 2020-114
EXHIBIT B

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND U.S. DEPARTMENT OF JUSTICE,
DRUG ENFORCEMENT ADMINISTRATION

(BEGINS ON THE NEXT PAGE)



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 15, 2020
Submitting Department: Fire - Medical
Staff Recommendations: None

Contact Person: Tom Abbott, FIRE CHIEF
District: Citywide

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

Consideration and action pertaining to approval of an Intergovernmental Agreement between the City of Surprise and the Arizona Health Care Cost Containment System (AHCCCS) for re-validation as a provider, thus having the ability to charge for ambulance services; Resolution # 2020-110.

Motion:

I move to approve Resolution # 2020-110.

Background:

AHCCCS revalidation is completed every five (5) years to maintain the Surprise Fire-Medical Department's (SFMD) ability to bill all state Medicaid programs for ground ambulance transportation services. This is SFMD's second revalidation. The first one was completed in November, 2015 and maintains compliance with AZ Department of Health and Human Services requirements.

Objective Analysis:

The IGA will allow SFMD to maintain compliance with federal and state requirements and will ensure the ambulance program maintains a consistent revenue stream for all Medicaid programs.

Policy Compliant:

Pursuant to Arizona Revised Statutes § 11-951, et seq., the City of Surprise Fire-Medical Department has the authority to enter into an IGA with other governmental entities for the purposes set forth in this agreement.

Financial Impact:

SFMD incurred \$820,035 in charges via AHCCCS payers and collected \$522,339 in FY2020. Medicaid represents 17% of the Payer Mix in that same period. SFMD should anticipate a higher impact in FY2021 with more people off work and likely relying on Medicaid programs to manage their healthcare due to the COVID pandemic.

Budget Impact:

At this time, SFMD believes ambulance program expenses have been accurately budgeted, therefore, the current item has no budget impact.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. SFMD Enrmt Form Participation_AHCCCS PCI
 2. RESOLUTION 2020-10
-



Provider Enrollment Form

Welcome to the Arizona Health Care Cost Containment System (AHCCCS) Provider Enrollment Form. This form should be used for Provider enrollment, revalidation, and/or modification requests.

Important:

1. Please do not duplicate entries.
2. All fields in this form marked by asterisk (*) are required information. Failure to complete required data will delay the processing of your request.
3. If you need additional pages of the Provider Service Locations, Associate Billing Provider/Other Associations, Adverse Actions, License/Certifications/Other, or Provider Controlling. Interest/Ownership, see the appendix for additional forms you may duplicate. You may elect to send a spreadsheet. **The spreadsheet must mirror all required fields on these forms in order to be considered.**
4. Be sure to review and complete the checklists/questionnaire at the beginning and end of this application.
5. Throughout this application you will see 2 category keys at the bottom of applicable pages. These keys will be important as you complete the application.
6. A Provider Participation Agreement or Group Provider Participation Agreement is required to accompany all applications.
7. You must save a copy from the AZAHCCCS site to your computer. Complete, and save your completed copy before submitting.

Category Key	Enrollment Types
A	Individual/Sole Proprietor, Rendering/Servicing, Atypical Individual
B	Group Practice, Contractor/MCO, Facility/Agency Organization(FAO), Atypical Agency

Category Key	Description
I	Individual
C	Corporation

Completed Forms: Mail or fax completed and signed forms to:

Mail:

AHCCCS Provider Enrollment
P.O. Box 25520, Mail Drop 8100
Phoenix, AZ 85002

Fax:

Attn: AHCCCS Provider
Enrollment 602-256-1474

Reminder: Be sure to add the providers SSN/EIN/TIN to the bottom of each page before sending. This will help to ensure all pages of this form are directed to the correct identifying numbers.

Provider SSN/EIN/TIN: 86-6007796

Be sure to include this identification at the bottom of each page



Provider Enrollment Form

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Provider SSN/EIN/TIN: 86-6007796
Be sure to include this identification at the bottom of each page

Before You Begin Checklist

This checklist will help you prepare to complete this application by having the necessary data available as you complete this application.

☒	Description	Enrollment Type this applies to...
☒	Add SSN/EIN/TIN to the bottom of each page	All
☒	National Provider Identification (NPI)	Group, FAO, Individual
☒	AHCCCS ID (if applicable)	All
☒	Profit Type	All (except individual rendering / servicing)
☒	W-9 (You must attach a completed W-9 form. This can be found at IRS.GOV)	All
☒	Practice address details & hours of operation	All
☒	Pay to details	All
☒	Correspondence address	All
☒	Provider type and specialty if applicable	All
☐	Associate Billing Provider details	All (and is required for rendering/servicing)
☒	Copies of all licensing, and certifications, etc.	All (except group)
☐	Bed unit information, if applicable.	FAO and Atypical Agency only
☒	Controlling interest/ownership details, managing employee, and owner relationship	All
☐	Owners Adverse action(s) information	All
☒	Taxonomy	All (except atypical agency & atypical individual)
☒	Authorized signor for Provider Participation/Group Biller Participation Agreement	All

Enrollment Type

- You must select one applicable request type (New Enrollment, Revalidation, or Modification).
- Select One Enrollment Type (and Subtype if applicable) from either section I-A or I-B.
- If you **do not** have an NPI, select the N/A box ☒ and select Atypical Agency for the enrollment type.
- If you have a provider number or provider AHCCCS ID, it is required for you to disclose this information.
If you **do not** have a provider number, or provider AHCCCS ID, select the N/A box ☒.
- If you select the enrollment type, Contractor/MCO or Atypical, you must also select one subcategory from the list below these enrollment types.

SECTION I

Select **One** Applicable Request Type.*

☐ New Enrollment ☒ Revalidation ☐ Provider Modification
*List section numbers modified

Complete only if you are currently registered and have a Provider Number or Provider AHCCCS ID. *

Provider Number/AHCCCS ID: 045493 ☐ N/A

If you **do not** have an NPI, select the N/A box ☒ and select Atypical Agency for the enrollment type.

NPI: 1194110791 ☐ N/A

Select One Enrollment Type (and Subtype if applicable) from either section I-A or I-B.

SECTION I-A

☐ Individual/Sole Proprietor ☒ Rendering Servicing Provider ☐ Atypical (non-medical) provider Individual (Driver, Home Help/Personal Care, Carpenter, etc.)

SECTION I-B

☐ Group Practice (Corporation, Partnership, LLC, etc.) ☐ Facility/Agency Organization (FAO-Hospital, Nursing Facility, Various Entities) ☒ Atypical (non-medical) provider Agency (Child Care Institution, Home Help/Personal Care Agency, **Transportation Company**, Local Education Agency etc.)

☐ Contractor/ MCO Sub Type: ☐ Correctional Facilities ☐ Department of Economic Security
☐ Tribal Behavioral Health ☐ Managed Care Organization

Category Key	Enrollment Types
A	Individual/Sole Proprietor, Rendering/Servicing, Atypical Individual
B	Group Practice, Contractor/MCO, Facility/Agency Organization(FAO), Atypical Agency

Provider SSN/EIN/TIN: 86-6007796
Be sure to include this identification at the bottom of each page

Basic Provider Information

- Complete all required fields, unless enrollment type specific is not applicable.
Use the Category Key at the bottom of the page to determine required fields by the letter following the asterisk. Example: First Name*A; would be a required field for enrollment types; Individual/Sole Proprietor, Rendering/Servicing, Atypical Individual.
- For the W-9 Entity type field, fill in the correct type. You will also need to complete the IRS W-9 form available at [irs.gov](https://www.irs.gov).
- In the Profit Type field, select the applicable type. For “other”, please fill in the accurate information. The Profit Type is not applicable when the individual only practices as a part of a group (rendering/servicing).
- In the Tribal Type field select one of the 3 selections listed. If none of the options listed is applicable, select N/A.

SECTION II		
Complete required fields based on enrollment type, using the Category Key at the bottom of this page.		
First Name*A William	Middle Initial ☐ N/A Thomas	Last Name*A Abbott
Suffix*A	Gender*A male	SSN*A
Date of Birth*A MMDDYYYY	Legal Entity Name*A&B City of Surprise	Entity Business Name (Doing Business As)*A&B Fire-Medical Department
Home Address*A 14250 W. Statler Plaza, Ste 101	City*A Surprise	State*A AZ
EIN/TIN*A&B 86-6007796	Requested enrollment effective begin date *A&B MMDDYYYY 8/27/2015	Zip Code*A 85,374
W-9 Entity Type*A&B You must also attach completed W-9 form. This can be found at IRS.GOV	Profit Type*A&B ☐ 501(C)(3) NON-PROFIT ☐ For Profit Closely Held ☐ For Profit, Publicly Traded ☒ Other <u>government</u> ☐ N/A – The individual only practices as part of a group	Tribal Type *A&B ☐ N/A ☐ Indian Health Service ☐ Privately Owned on Tribal Land ☐ Tribally Owned on Tribal Land

Category Key	Enrollment Types
A	Individual/Sole Proprietor, Rendering/Servicing, Atypical Individual
B	Group Practice, Contractor/MCO, Facility/Agency Organization(FAO), Atypical Agency

Primary Practice Location

- This section is for the primary practice location only.
- The primary practice location may also be the home address, if applicable.
- Primary Practice Location is applicable to all Enrollment Types A&B of the Category Key.

SECTION III		
☒ Primary Practice Location*A&B Surprise Fire-Medical Department		End Date*A&B MMDDYYYY present
Address Line 1*A&B 14250 W. Statler Plaza, Ste 101	Address Line 2 ☐ N/A	Address Line 3 ☐ N/A
City/Town*A&B Surprise	State/Province*A&B AZ	County*A&B Maricopa
Country*A&B USA	Zip Code*A&B 85374	

Location specific information is required for all locations.

Location Specific Information for Primary Practice Location is required.*							
Enter the business hours of operation. State "closed" on days the business is closed. Select AM or PM where applicable.							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open	closed ☐ AM ☐ PM	8:00 ☒ AM ☐ PM	8:00 ☒ AM ☐ PM	8:00 ☒ AM ☐ PM	8:00 ☒ AM ☐ PM	8:00 ☒ AM ☐ PM	closed ☐ AM ☐ PM
Close	closed ☐ AM ☐ PM	5:00 ☐ AM ☒ PM	5:00 ☐ AM ☒ PM	5:00 ☐ AM ☒ PM	5:00 ☐ AM ☒ PM	5:00 ☐ AM ☒ PM	closed ☐ AM ☐ PM
Language(s) Spoken ☒ English ☒ Spanish ☐ Arabic ☐ Cantonese ☐ Chinese ☐ Navajo ☐ Farsi ☐ Native American ☐ Mandarin ☐ Korean ☐ French							
Other(s) (specify): _____ ☒ Handicap Accessible							

Category Key	Enrollment Types
A	Individual/Sole Proprietor, Rendering/Service, Atypical Individual
B	Group Practice, Contractor/MCO, Facility/Agency Organization(FAO), Atypical Agency

Pay To Information

- The pay to information is required for all provider types.
- If the “Pay To” address is the same as the primary practice location, select this option ☒.

SECTION IV		
Pay To Address*A&B ☐ Same as Primary Practice Location		End Date MMDDYYYY present
Address Line 1*A&B City of Surprise Fire-Medical Dept	Address Line 2 ☐ N/A Dept #880109	Address Line 3 ☐ N/A P.O. Box 29650
City/Town*A&B Phoenix	State/Province*A&B AZ	County*A&B Maricopa
Country*A&B USA	Zip Code*A&B 85038-9650	

Correspondence Address

- The correspondence address is required for all provider types.
- If the “Correspondence” address is the same as the primary practice location, select this option ☒.
- All correspondence for this provider will be sent to the correspondence address or email provided.
- Be sure to select only one option as the method of communication (Email or Standard Mail).
- Selecting more than one option or not selecting any option will default to standard U.S. mail.

SECTION V				
Correspondence Address*A&B ☒ Same as Primary Practice Location		Phone Number*A&B		Fax Number
Method of Communication*A&B Only select 1 option ☐ Email ☒ Standard Mail		Email Address*A&B		End Date MMDDYYYY
Address Line 1*A&B	Address Line 2 ☐ N/A		Address Line 3 ☐ N/A	
City/Town* A&B	State/Province* A&B	County* A&B	Country* A&B	Zip Code* A&B

Category Key	Enrollment Types
A	Individual/Sole Proprietor, Rendering/Service, Atypical Individual
B	Group Practice, Contractor/MCO, Facility/Agency Organization(FAO), Atypical Agency

Add Provider Type and Specialty

- This section is required for all provider types.
- Physicians, Dentists, Podiatrists, Osteopaths, and Registered Nurse Practitioners, **must** select a specialty type.
- All other provider types are not required to select a specialty.
- See Appendix F&G for provider types & specialty codes.

SECTION VI		
Provider Type	Specialty (if applicable)	End Date MMDDYY
1. 06	1. NA	09/30/20
	2.	

Associate Billing Provider/Other Associations

- Associate Billing Provider/Other Associations information is recommended if another provider will be billing on your behalf.
- This section is required for rendering/servicing providers.
- To associate, all providers must be in a pending or active status (affiliation to a terminated or suspended provider is not allowed).
- Enter AHCCCS ID or NPI of Billing Provider/Other Associations.
- If additional space is needed, you may attach a spreadsheet. The spreadsheet must include all of the required fields.

SECTION VII	
☐ AHCCCS ID or ☒ NPI ID* 1194110791 Provider Name:* City of Surprise Fire-Medical Dept Start Date MMDDYYYY:* End Date MMDDYYYY:*	☐ AHCCCS ID or ☐ NPI ID* Provider Name:* Start Date MMDDYYYY:* End Date MMDDYYYY:*
☒ AHCCCS ID or ☐ NPI ID* 045493 Provider Name:* City of Surprise Fire-Medical I Start Date MMDDYYYY:* 10/1/2015 End Date MMDDYYYY:* 9/30/2020	☐ AHCCCS ID or ☐ NPI ID* Provider Name:* Start Date MMDDYYYY: End Date MMDDYYYY:
☐ AHCCCS ID or ☐ NPI ID* Provider Name:* Start Date MMDDYYYY:* End Date MMDDYYYY:*	☐ AHCCCS ID or ☐ NPI ID* Provider Name:* Start Date MMDDYYYY:* End Date MMDDYYYY:*

License/Certification/Other List

- This section is required for all enrollment types, **except group**.
- Be sure to include copy of all licensing/certifications (i.e., Auto insurance policy, CLIA, DEA, tribal business license, etc.)
- Additional space for additional License/Certifications/Others can be found in the Appendix C.

SECTION VIII		
AHCCCS Provider Registration	License/Certification Number: 045493	
Issuing Agency: AZ Dept of Health Services	Effective Date: MMDDYYYY 10/1/2015	Expiration Date: MMDDYYYY 9/20/2020
AHCCCS Provider Registration	License/Certification Number: 20000178-4	
Issuing Agency: Southwest Risk	Effective Date: MMDDYYYY 7/1/2020	Expiration Date: MMDDYYYY 7/1/2021
AHCCCS Provider Registration	License/Certification Number: 141	
Issuing Agency: AZ DHS - CON	Effective Date: MMDDYYYY 6/11/2019	Expiration Date: MMDDYYYY 8/7/2022

Add Additional Information

This section is specific to enrollment types FAO and Atypical Agency.

SECTION IX			
Select Bed Type	Number of bed units	Begin Date	End Date
☐ Acute Care Bed(s)			
☐ Licensed LTC Unit(s)			
☐ Licensed Medicaid Bed(s)			
☐ Licensed Medicare Bed(s)			
☐ Licensed Medicaid/Medicare Bed(s)			
☐ Medicare Surgery Bed(s)			
☐ Obstetrics (OB/GYN) Bed(s)			
☐ Pediatrics Bed(s)			
☐ Psych Bed(s)			
☐ Rehab Bed(s)			
☐ Skilled Nursing Bed(s)			
☐ Substance Abuse Bed(s)			
☐ Swing Bed(s)			
☐ Temporarily Non Available Bed(s)			
☐ Ventilator Dependent Unit(s)			



Provider Controlling Interest/Ownership

Provider Enrollment Information, including home address, date of birth, and Social Security Number, is required from providers and other disclosed individuals (e.g., owners, managing employees, agents, etc.).

REQUIRED DISCLOSURE INFORMATION

Provider (including fiscal agents and managed care entities) are required to disclose the following information on ownership and control during enrollment, revalidation and within 35 days after any change in ownership:

- The name and address of any person (individual or corporation) with ownership or control interest. The address for corporate entities must include, as applicable, primary business address, every business location and P.O. Box address.
- Date of birth and Social Security Number (in the case of an individual).
- Other Tax Identification Number, in the case of corporation, with an ownership or control interest or of any subcontractor in which the disclosing entity has a five percent or more interest.
- Whether the person (individual or corporation) with an ownership or control interest is related to another person with ownership or control interest as a spouse, parent, child or sibling; or whether the person (individual or corporation) with an ownership or control interest of any subcontractor in which the disclosing entity has a five percent or more interest is related to another person with ownership or control interest as a spouse, parent, child or sibling.
- The name of any other fiscal agent or manage care entity in which an owner has an ownership or control interest in an entity that is reimbursable by Medicaid and/or Medicare.
- The name, address, date of birth and Social Security Number of any managing employee,

REQUIRED OWNERS

- Managing Employee is mandatory for all enrollment types.
- There must be at least one other ownership type in addition to Managing Employee.
- If any of the following 10 owner types are selected: Corporate-Charitable 501[c]3, Corporate-Non Charitable, Corporate-Publicly Traded, Corporate-Not Publicly Traded, Holding Company, Indirect Owner, Limited Liability Company, Subcontractor, Foreign, Nonresident Alien for the keyed Tax ID, then at least 1 of the following 5 owner types must also be selected in addition: Board of Directors, Chief Executive Officer, Chief Financial Officer, Chief Information Officer, or Chief Operating Officer.
- If you select any of the following ownership types: Managing Employee, Board of Directors, Chief Executive Officer, Chief Information Officer, Chief Operating Officer, or Chief Financial Officer, you must add at least 1 additional ownership type that is not from among that list.
- For the Contractor/MCO Enrollment Type, 3 ownership records must be added:
 - (1) Agent
 - (2) Board of Directors, Chief Executive Officer, Chief Financial Officer, Chief Information Officer, or Chief Operating Officer
 - (3) Managing Employee

Provider Controlling Interest/Ownership

- For Corporate entities, enter primary business address and every business location and P.O Box. *Use Appendix D or submit spreadsheet. The spreadsheet must include all required information.
- Provider (including fiscal agents and managed care entities) are required to disclose the following information on ownership and control during enrollment, revalidation and within 35 days after any change in ownership.
- The name of any other fiscal agent or managed care entity in which an owner has an ownership or control interest in an entity that is reimbursable by Medicaid and/or Medicare.
- The name, address, date of birth and Social Security Number of any managing employee.

SECTION X-I	
Select one* ☐ Individual or ☒ Corporation	
Title*I&C City Manager	Percentage Owned*I&C Government
SSN*I&C	EIN/TIN*C 86-6007796
Legal Entity Name City of Surprise	Entity Business Name Fire-Medical Department
Owner NPI 1194110791	
First Name*I&C Michael	Last Name*I&C Frazier
Suffix	DOB*I&C MMDDYYYY
Phone Number*I&C 623-222-1022	Email michael.frazier@surpriseaz.gov
Start Date*I&C MMDDYYYY 02142011	End Date MMDDYYYY present
Home address for Individual or business address for Corporation	
Address Line 1*I&C 16000 N Civic Center Plaza	Address Line 2
Address Line 3	City/Town*I&C Surprise
State/Province*I&C AZ	County*I&C Maricopa
Country*I&C USA	Zip Code*I&C 85374-7470

Category Key	Description
I	Individual
C	Corporation

Provider Controlling Interest/Ownership

- A Managing Employee is **required** for all enrollment types.
- There **must** be at least one other ownership type in addition to Managing Employee.
- You **must** provide the home address of this provider. Failure to do so may result in this application/modification being denied.

SECTION X-II	
Managing Employee*	SSN*
First Name* Tom	Last Name* Abbott
Suffix	DOB*
Phone Number* 623-222-5020	Email tom.abbott@surpriseaz.gov
Start Date* 05122014	End Date present
Managing Employee Home Address*	
Address Line 1*	Address Line 2
Address Line 3	City/Town*
State/Province* A&B AZ	County* Maricopa
Country* USA	Zip Code* 85234

Add Owners Relationship

Do any of the Owners have the following relationship (Daughter, Daughter-In Law, Father, Father-In Law, Mother, Mother-In Law, Sibling, Son, Son-In Law, Self, Spouse)?

☒ No ☐ Yes If yes, list names and relationship.

SECTION X-III				
Assoc. Owner	SSN/EIN/TIN	Relationship Type	Relation to (name)	Relation to Assoc. Owner

Add Owners Adverse Actions

This section captures information on final adverse legal actions, such as convictions, exclusions, revocations, and suspensions. All applicable final adverse actions must be reported, regardless of whether any records were expunged or any appeals are pending.

Respond to the following questions on behalf of the following Responsive Entities: the applicant, the entity that the applicant represents; all individuals and entities with an ownership or control interest; all agents, managing employees and key personnel; and any entity in which the applicant (and the entity represented by the applicant) has a 5% or more ownership interest.

1. Have any Responsive Entities, on or after August 21, 1996, been convicted (as defined in 42 C.F.R. § 1001.2, and including convictions that are the result of plea agreements, no contest plea, Alford plea, or nolo contendere plea) of any of the following:
 - a. A federal or state felony;
 - b. Any criminal offense, under federal or state law, related to the delivery of an item or service under Medicaid, Medicare, AHCCCS, or a state health care program, including the performance of management or administrative services relating to the delivery of items or services under any such program;
 - c. Any criminal offense, under state or federal law, related to the abuse or neglect of a patient in connection with the delivery of a health care item or service, as further explained in 42 C.F.R. § 1001.101(b);
 - d. Any criminal offense, under federal or state law, related to the theft, fraud, embezzlement, breach of fiduciary duty, or other financial misconduct in connection with the delivery of a health care item or service, including the performance of management or administrative services relating to the delivery of items or services under any such program;
 - e. Any misdemeanor conviction, under federal or state law, related to the interference with or obstruction of any investigation into any criminal offense described in 42 C.F.R. § 1001.101 or 1001.201;
 - f. Any misdemeanor conviction, under federal or state law, related to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance; or
 - g. Any criminal offense related to public assistance or welfare fraud. Yes/No
2. Have any Responsive Entities been terminated, denied enrollment, suspended, revoked, precluded, determined ineligible, restricted by Agreement, or otherwise sanctioned by Medicare, AHCCCS, a Medicaid program in any other state, or any other governmental or private medical insurance program? Yes/No
3. Have any Responsive Entities had their business or professional license, certification, permit, or the licensure of an entity in which they had an ownership interest of 5% or more ever been revoked, suspended, terminated, surrendered, placed on probation, or restricted by Agreement by any licensing authority in any State? Yes/No
4. Is there currently any pending proceedings, such as but not limited to an indictment, pending plea, or investigation, that could result in any sanction, conviction (as defined in 42 C.F.R. § 1001.2, and including convictions that are the result of plea agreements, no contest plea, Alford plea, or nolo contendere plea), or action for any Responsive Entity? Yes/No

SECTION X-IV	
Owner Name	Response: 1g. ☐ Yes ☐ No
	Response: 2. ☐ Yes ☐ No
SSN/EIN/TIN	Response: 3. ☐ Yes ☐ No
	Response: 4. ☐ Yes ☐ No
Owner Name	Response: 1g. ☐ Yes ☐ No
	Response: 2. ☐ Yes ☐ No
SSN/EIN/TIN	Response: 3. ☐ Yes ☐ No
	Response: 4. ☐ Yes ☐ No
If additional space is needed see Appendix E. Supporting documentation is required for all adverse actions.	

Add Taxonomy

- This is not required for atypical enrollment types.
- The NUCC taxonomy code list is available to assist with locating taxonomy. The taxonomy codes are reflective on NPES NPI registry website; visit <https://npiregistry.cms.hhs.gov/>

SECTION XI	
Taxonomy Code: <u>3416L0300X -</u>	Description: <u>Ambulance Land Transport</u>
Start Date: MMDDYYYY* <u>05/06/2015</u>	End Date: MMDDYYYY <u>present</u>

Fees

Section 1866(j)(2)(C) of the Act requires the imposition of an application fee on each institutional provider. States must collect the applicable enrollment fee prior to executing a provider agreement from a prospective or reenrolling provider. The application fee increases each calendar year based on the consumer price index. The provider applying will be notified to pay the enrollment fee after the state reviews the application. Please do not mail in check payments along with this application.

SECTION XII	
Options	Description
☒ Pay Fee	Select this option in order to pay fee to AHCCCS. Once the AHCCCS Provider ID is received via correspondence or if there is an existing AHCCCS Provider ID, please pay the fee in the payment gateway using the following link: https://www.azahcccs.gov/PlansProviders/NewProviders/EnrollmentFee/ Confirmation # _____ Date: _____
☐ Fee Paid to Medicare	Select this option if you have paid the enrollment fee to the Centers for Medicare Services This is subject to federal and state approval. Confirmation # _____ Date: _____
☐ Fee Paid to Medicaid in another State	Select this option if you can supply documentation demonstrating that you have already paid the enrollment fee to the Medicaid program of another state. Select the program name and payment date in the section below Upload your receipt or documentation of payment in the "Upload Documents" step This is subject to federal and state approval. Paid To: _____ Date: _____ Confirmation # _____ Note: _____
☐ Request Hardship Waiver	Select this option to request "Hardship Waiver" from the Provider Registration unit A "Hardship Letter" must be written and sent in with this application. You can continue submitting the enrollment application/modification request This is subject to federal and state approval.
☐ AHCCCS Prior Payment	Select this option if you have paid the fee to AHCCCS within the last 12 months from the current date for a related provider entity within your organization. Confirmation # _____ Date: _____



Participation Agreement

SECTION XIII

Provider Participation Agreement - Complete the participation agreement applicable to your enrollment type. If you are a Group Biller, complete the Group Biller Participation Agreement. All other types complete the Provider Participation Agreement. **A signed agreement must accompany an application.**

PROVIDER PARTICIPATION AGREEMENT

Between
ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM
And Provider

A. PURPOSE:

This Agreement is made and entered into as of the date executed below by and between the Arizona Health Care Cost Containment System ("AHCCCS" or the "Administration") and the Provider, as identified above, pursuant to Title XIX and Title XXI of the Social Security Act and A.R.S. §36-2901 *et seq.* to govern: (1) the registration of, and payment to, the Provider for the health care services provided by the Provider to fee-for service eligible persons who are not enrolled with a Contractor who is providing member services under contract with AHCCCS (Contractor) or who receive emergency services only; (2) the registration of and for the Provider to participate and deliver health care services to eligible persons who are enrolled with a Contractor; and (3) the registration of the Provider who wishes to participate and qualify under the one-time only waiver option.

Therefore, for and in consideration of the mutual covenants, promises, representations and assurances contained in this Agreement, and for good and valuable consideration, AHCCCS and the Provider do hereby acknowledge and expressly agree as follows:

B. GENERAL TERMS AND CONDITIONS:

1. Pursuant to 42 C.F.R. §431.107, the Provider is prohibited from participation in the AHCCCS system unless a provider participation agreement with the Administration is in effect. The Provider may not enter into or continue any contracts for the delivery of health care services to any AHCCCS eligible person, including contracts with any Contractor, if this Agreement is terminated. Furthermore, AHCCCS will not pay the Provider for any services rendered if there is no Agreement in effect at the time the services were rendered or at the time a claim for services rendered is submitted.
2. All AHCCCS guidelines, policies and manuals, including but not limited to the AHCCCS Medical Policy Manual, AHCCCS Fee-For-Service Manual, AHCCCS Claims Clues, and Reporting Guides are hereby incorporated by reference into this Agreement. Guidelines, policies and manuals are available on the AHCCCS website.
3. When AHCCCS issues an amendment, revision, update or other change to modify this Agreement or documents incorporated by reference that are a part of this Agreement, the provisions of such amendment, revision, update or other change will be deemed accepted by the Provider thirty (30) calendar days after the date AHCCCS publishes the change to the AHCCCS website, even if the amendment, revision, update or other change has not been signed by the Provider. If the Provider gives written notice to AHCCCS of Provider's refusal to adhere to the amendment, revision, update or other change prior to the end of the thirty (30) calendar days stated above, this Agreement shall automatically terminate.
4. Pursuant to 42 C.F.R. §447.10 (h), payment for any service furnished to an AHCCCS eligible person by a Provider will not be made to or through a factor, either directly or by power of attorney.

5. The Provider shall maintain all records relating to performance of this Agreement in compliance with all specifications for record-keeping established by AHCCCS. All books and records shall be maintained in such detail as to reflect each service provided and all other costs and expenses of whatever nature for which payment is made to the Provider. Such material shall be subject to inspection, audit or copying by the state, AHCCCS, the U.S. Department of Health and Human Services, and any other duly authorized representative of the state or federal government during normal business hours at the Provider's principal place of business or where services to AHCCCS eligible persons were rendered. The AHCCCS Office of Inspector General (AHCCCS-OIG) reserves the right to request and secure original records from the Provider at the Provider's expense. AHCCCS-OIG is responsible for maintaining and safeguarding the integrity of these records, and will provide the Provider with sufficient time to copy records for the Provider's use at the Provider's own expense. The Provider's inability, failure or refusal to retain and/or produce records relating to the performance of this Agreement, including all items or services provided or alleged to be provided be in accordance with this Agreement, except in instances of force majeure, shall constitute an overpayment of all items, services, costs and expenses of whatever nature for which payment was made to the Provider. Provider expressly agrees to the reasonableness of this provision as a measure of the Administration's damages, and to return all overpayments to the Administration within sixty (60) calendar days of notice of the overpayment by the Administration.
6. The Provider shall preserve and make available the records described in Paragraph 5 above for a period of six (6) years from the date of payment under this Agreement, except: (a) if this Agreement is terminated, the records shall be preserved and made available for a period of six (6) full calendar years from the date of such termination; (b) records which relate to disputes, appeals, litigation or the settlement of claims arising out of this Agreement, or costs and expenses of this Agreement to which exception has been taken by the state, shall be retained by the Provider until six (6) full calendar years after such disputes, appeals, litigation, claims or exceptions have been fully and completely resolved. The Provider shall comply with all the applicable state and federal rules and regulations as well as AHCCCS' rules and policies relating to the audit of the Provider's records and the inspection of the Provider's facilities. If the Provider is an inpatient facility, the Provider shall file uniform reports and Title XVIII and XIX cost reports with AHCCCS.
7. The Provider must comply with all the federal, state and local laws, rules, regulations, policies, standards, and executive orders governing or otherwise related to the performance of duties under this Agreement, without limitation to those designated within this Agreement. In the event that a provision of federal, state or local law, regulation, rule or policy is repealed or otherwise modified during the term of this Agreement, effective on the date the repeal or other modification by its own terms takes effect, the provision of this Agreement shall be deemed to have been amended to incorporate the repeal or modification, and the Provider shall comply with the requirements of the Agreement as amended, unless and until the Provider and AHCCCS, as evidenced by a duly authorized representative, otherwise stipulate in writing.
8. The Provider shall provide services, bill for services, accept payment, and otherwise be in compliance with all AHCCCS and/or Contractor Provider Manuals and Policy Guidelines, including the AHCCCS Minimum Subcontract Provisions available at the AHCCCS public website, and any amendments thereto, all of which are incorporated by reference into this Agreement. The Provider has an affirmative obligation to routinely check the AHCCCS website for any revisions or new information and to ensure compliance.
9. The Provider, by execution of this Agreement, warrants that it has the ability, authority, skill, expertise and capacity to perform and provide the services governed by this Agreement. The Provider must obtain and maintain all licenses, permits and certifications necessary to do business and render services under this Agreement and, as applicable, must comply with all laws regarding safety, unemployment insurance, disability insurance and worker's compensation. The Provider shall notify AHCCCS within twenty-four (24) hours of a termination, sanction, suspension, revocation, exclusion, preclusion, determination, conclusion, finding or other adverse or potentially adverse action (an "Action") that impacts the Provider's license, certification or permit status. An Action subject to the twenty-four (24) hour notice requirement includes but is not limited to an Action that in any way impacts the Provider's registration with, authorization by, enrollment in, qualification for, and/or billing of, to, for, or on behalf of, any federal or state health care program, operated by, or financed in whole or in part, by any federal, state or local government agency. The Provider shall send a separate and distinct notice to the Administration within twenty-four (24) hours of notification of Provider's preclusion or exclusion from a federal program.
10. The Provider agrees to hold harmless the state, all state officers and employees, AHCCCS, and any other applicable state agencies, and all officers and employees of AHCCCS against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may, in any manner, accrue against the state, AHCCCS, its agents, officers, employees or AHCCCS' Contractors, through the intentional conduct, negligence or omission of the Provider or Provider's agents, officers, or employees or contractors.

11. The Provider expressly acknowledges and agrees that AHCCCS is in no way establishing any sort of employment relationship with the Provider through this Agreement. The Provider is not the employee of AHCCCS. AHCCCS bears no responsibility for taxes, unemployment insurance, or workers compensation or, for, or on behalf of the Provider.

12. The Provider must maintain for the duration of this Agreement all the necessary policies of professional liability insurance, comprehensive general liability insurance and automobile liability insurance. The Provider agrees that any insurance protection required by the Agreement, or otherwise obtained by the Provider, shall not limit the responsibility of the Provider to indemnify, hold harmless and defend the state and AHCCCS, and their agents, officers and employees as provided herein. The Provider bears all responsibility for taxes, worker's compensation insurance, unemployment insurance, and any other applicable insurance coverage for itself and its employees or, as applicable, its contractors.

13. Confidential and protected health information shall be safeguarded pursuant to all applicable federal and state rules and regulations. Substance Abuse and Mental Health information (Part 2 data) shall be safeguarded as specifically set forth in 42 C.F.R. Part 2.

14. Any appeals or claim disputes filed by the Provider shall be adjudicated in accordance with AHCCCS Rules as published in the Arizona Administrative Code. AHCCCS will reject and not process any claim disputes received from anyone other than persons permitted to do so under A.R.S. 36-2903.01(b)(4) and Arizona Supreme Court Rule 31. The Provider waives any right to attorneys' fees in any administrative or judicial proceeding concerning, arising out of, or that is otherwise related to, this Agreement.

15. For Fee-For-Service Providers, AHCCCS agrees to make payments to the Provider consistent with state and federal rules and regulations, the terms of this Agreement, and the AHCCCS Capped Fee-For-Service Payment Schedule (including amendments thereto and as are hereby incorporated by reference) for services provided by the Provider to fee-for-service eligible persons. With respect to fee-for-service eligible persons, the Provider agrees to bill and accept payment in accordance with the terms of this Agreement, state and federal rules and regulations, and all pertinent documents incorporated by reference. AHCCCS documents are made available to the Provider via the AHCCCS Internet website (www.azahcccs.gov).

16. With respect to any services furnished by the Provider to an AHCCCS eligible person enrolled with a Contractor, the terms and conditions of the payment shall be as stated in the contract between the Provider and the Contractor notwithstanding any inconsistent provisions as set forth in Paragraph 14 or 15 above. The Provider agrees to hold AHCCCS harmless, and agrees not to seek reimbursement from AHCCCS, for services rendered to an enrolled member pursuant to a contract between the Provider and a Contractor. If the contract between the Provider and Contractor is silent on a claims issue, the AHCCCS Fee-For-Service provisions will govern.

17. The Provider shall conform its billing practices to the International Classification of Diseases (ICD9 or ICD10), whichever is in effect on the date of service in accordance with 45 CFR 162.1002. The Provider must comply with the Current Procedural Terminology (CPT), National Drug Codes (NDC), Health Care Financing Administration Common Procedure Coding System (HCPCS), the Code on Dental Procedures and Nomenclature, as maintained and distributed by the American Dental Association, for dental services, CDT and HIPAA TCS compliance standards as applicable. Upon request, the Provider must disclose to AHCCCS which code sets the Provider uses prior to any audit of the Provider. Any Provider changes to its methodology must be documented in writing with the date of change.

18. The Provider must ensure that its Electronic Health Records (EHR) System is developed and implemented to accurately record, maintain, and reflect all original entries including but not limited to original signatures, credentials and dates of entry, as well as any changes or modifications to an EHR ("Audit Trail"). The Provider shall ensure that the EHR System Audit Trail captures and stores, without alteration or deletion, the identity of an individual who authorized and/or implemented the modification or change as well as the date, time, and substance of each and every modification or change.

19. The Provider agrees to bill AHCCCS only after a potential third party payer has adjudicated the claim unless an exemption applies under A.A.C. R9-22-1003 or any other federal or state law, as amended, based on the item(s) or service(s) provided.

20. No Provider may bill with another Provider's ID number, except in locum tenens situations and in accordance with applicable AHCCCS policy.

21. No Provider may use the AHCCCS/ALTCS/KidsCare or any other AHCCCS program logo or design on any written materials disseminated by Provider, absent written approval by AHCCCS. Without waiving any other remedies under this Agreement or provided by law, the Provider agrees that, in the event of non-compliance with this provision, AHCCCS may seek injunctive relief, and Provider agrees that it shall bear the cost and expense of any such judicial proceeding including any and all attorney fees and costs incurred by AHCCCS.

22. In addition to any other remedies available under this Agreement, AHCCCS is entitled to offset against any amounts due to the Provider any overpayments, expenses or costs incurred by AHCCCS concerning the Provider's non-compliance with this Agreement or due to investigations of fraud, waste or abuse. AHCCCS also retains the right to offset for Medicare sanctions. The Provider may be held financially liable for acts committed by its independent subcontractors that would constitute non-compliance with this Agreement. The rights and remedies of AHCCCS under this Agreement are not exclusive nor waived if unasserted in whole or in part.

23. The Provider shall not bill, nor attempt to collect payment directly or through a collection agency from a person claiming to be AHCCCS eligible without first receiving verification from AHCCCS that the person was ineligible for AHCCCS on the date of service, or that the services provided were not AHCCCS-covered services. The Provider agrees to comply with A.R.S. §36-2903.01 and A.A.C. R9-22-702, which prohibits the Provider from charging, collecting or attempting to collect payment from an AHCCCS eligible person or the financially responsible relative or representative. AHCCCS retains the right to offset against any amounts due to the Provider any amounts collected from AHCCCS eligible persons contrary to this provision. The Provider expressly agrees not to accept cash payments from AHCCCS eligible and enrolled persons.

24. The Provider must comply with all the applicable provisions contained in the False Claims Act and as amended by the Federal Fraud Enforcement and Recovery Act of 2009 (FERA). AHCCCS applies the term "claim" as a request or demand for money or property that is presented or encountered to the government, state, Contractor, grantee or other recipient, if the money or property is to be spent or used on the government's behalf or to advance the government's interest.

25. Any Provider who receives or makes annual Medicaid payments under the State Plan of at least \$5 million dollars must establish written policies that provide detailed information and ongoing training and education regarding the provisions under the Federal False Claims Acts and FERA to their employees to certify its compliance with the Public Law (PL) 109-171 Section 6032 of the 2005 Deficit Reduction Act (DRA) [42 U.S.C. §1396a(a)(68)].

26. If the Provider or any employee or contractor of the Provider discovers, or is made aware, that an incident of potential fraud, waste or abuse may occur or has occurred, the Provider must report the incident immediately upon discovery to AHCCCS-OIG in accordance with federal regulations, state statutes and AHCCCS policy.

27. By signing this Agreement, the Provider certifies that it is in compliance with 42 CFR §455.101 through 106, 42 CFR §455.436 and the State Medicaid Director Letter (SMDL) 09-001 and has confirmed the identity and reported the exclusion status of any person with an ownership or control interest or any person who is an agent or managing employee of the Provider through monthly checks of Federal databases as outlined in 42 CFR §455.436. The Provider certifies that it has disclosed the identity of any of these excluded persons to AHCCCS-OIG, including those who have ever been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program since the inception of those programs.

28. Pursuant to Section 6505 of the Affordable Care Act of 2010 [42 U.S.C. §1396a(a)(80)], AHCCCS shall not make any payments for items or services provided under the State Plan or under a waiver to any financial institution or entity located outside of the United States.

29. Pursuant to 42 USCS § 1320a-7k(d) an overpayment must be reported and returned within sixty (60) days after the date on which the overpayment was identified.

30. AHCCCS may require the Provider or any employees or contractors of the Provider to verify United States citizenship or lawful permanent resident status prior to the signing of this Agreement. AHCCCS may, at its sole discretion, conduct criminal and/or fingerprint background checks, or screen for exclusion/termination/suspension/revocation status of the Provider or any employees or contractors of the Provider; or require the Provider to demonstrate the Provider's compliance with all such checks and screenings with respect to Provider's employees or contractors, whether required by federal or state law, rule or regulation.

31. Upon thirty (30) calendar day's written notice, either AHCCCS or Provider may voluntarily terminate this Agreement. AHCCCS has the right to terminate or suspend this Agreement upon twenty-four (24) hours written notice when AHCCCS deems the health or welfare of a member is endangered; the Provider fails to comply with this Agreement or with federal and state laws, rules and/or regulations; or there is a cancellation, termination, suspension, revocation or other material modification, as determined by AHCCCS, in the Provider's qualifications to provide services. AHCCCS may also terminate this Agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Provider or any agent or representative of the Provider to any officer or employee of the State, or AHCCCS eligible and enrolled member, with a view towards securing a contract, favorable treatment with respect to a contract, or the right to render and request reimbursement for an AHCCCS covered item or service.



Provider Enrollment Form

32. In accordance with the provisions set forth in 42 C.F.R. §455.23, AHCCCS will suspend any payments to Provider pending an investigation of a credible allegation of fraud against the Provider as determined by AHCCCS-OIG or a law enforcement authority, unless the state determines that good cause exists not to suspend such payments.

33. Upon any termination of this Agreement, the Provider expressly agrees to assist in providing for the smooth and orderly transition of care for members assigned to the Provider.

I have read, understand, and having had an opportunity to review this Agreement with counsel, agree to abide by all the terms and conditions set forth in this Agreement.

☒ The undersigned attests that he/she is an authorized representative of the enrolling entity, has authority to sign and submit this agreement and has entered into an agreement effective on the date indicated below.

☒ I affirm under penalty of law that the information I have provided on this form is true, accurate and complete to the best of my knowledge.

☒ I understand that I must notify AHCCCS, Provider Registration of any changes to the group billing arrangements 30 days in advance. Notification must include the effective date of change.

☒ I have read, understand, and agree to abide by all the terms and conditions set forth in this Agreement.

PROVIDER SIGNATURE

Tom Abbott

PROVIDER NAME (PLEASE TYPE OR PRINT)

Fire Chief

TITLE

DATE

Provider SSN/EIN/TIN: 86-6007796

Be sure to include this identification at the bottom of each page



Provider Enrollment Form

GROUP BILLER PARTICIPATION AGREEMENT

Between
ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM (AHCCCS)
And Group Biller

A. PURPOSE:

This Agreement is made and entered into as of the date executed below by and between the Arizona Health Care Cost Containment System ("AHCCCS" or the "Administration") and the Group Biller, as identified above, pursuant to Title XIX and Title XXI of the Social Security Act and A.R.S. §36-2901 *et seq.* to govern the registration of, and payment to, the Group Biller on behalf of Affiliated Providers for the health care services provided by the Affiliated Providers to persons who have been determined eligible for health care coverage through AHCCCS.

As used in this Agreement:

"Group Biller" means an organization acting as the financial representative of any Affiliated Provider or group of Affiliated Providers who have authorized the organization to act on the Provider(s) behalf.

"Affiliated Provider" means a provider of health care of medical services who has entered into a separate Provider Participation Agreement with AHCCCS and has authorized the Group Biller to act as its financial representative.

Therefore, for and in consideration of the mutual covenants, promises, representations and assurances contained in this Agreement, and for good and valuable consideration, AHCCCS and the Group Biller do hereby acknowledge and expressly agree as follows:

B. GENERAL TERMS AND CONDITIONS:

1. Pursuant to 42 C.F.R. §431.107, an Affiliated Provider is prohibited from participation in the AHCCCS system unless a provider participation agreement with the Administration is in effect. The Group Biller may not submit claims or receive payment for services provided by any Affiliated Provider who does not have in effect a Provider Participation Agreement with AHCCCS at the time services are rendered.
2. All AHCCCS guidelines, policies and manuals, including but not limited to the AHCCCS Medical Policy Manual, AHCCCS Fee-For-Service Manual, AHCCCS Claims Clues, and Reporting Guides are hereby incorporated by reference into this Agreement. Guidelines, policies and manuals are available on the AHCCCS website.
3. When AHCCCS issues an amendment, revision, update or other change to modify this Agreement or documents incorporated by reference that are a part of this Agreement, the provisions of such amendment, revision, update or other change will be deemed accepted by the Group Biller thirty (30) calendar days after the date AHCCCS publishes the change to the AHCCCS website, even if the amendment, revision, update or other change has not been signed by the Group Biller. If the Group Biller gives written notice to AHCCCS of Group Biller's refusal to adhere to the amendment, revision, update or other change prior to the end of the thirty (30) calendar days stated above, this Agreement shall automatically terminate.

Provider SSN/EIN/TIN: 86-6007796

Be sure to include this identification at the bottom of each page

4. Pursuant to 42 C.F.R. §447.10 (h), payment for any service furnished to an AHCCCS eligible person by an Affiliated Provider will not be made to or through a factor, either directly or by power of attorney. Group Biller will not act as factor for or on behalf of an Affiliated Provider. By signing the agreement, Group Biller attests that it is a billing agent described in 42 C.F.R. 447.10 (f) and that the Group Biller's compensation for its services to Affiliated Provider is (1) related to the cost of processing the billing; (2) not related on a percentage or other basis to the amount that is billed or collected; and (3) not dependent upon the collection of the payment.
5. The Group Biller shall maintain all records relating to performance of this Agreement and to performance of the Group Biller's agreements with Affiliated Providers in compliance with all specifications for record-keeping established by AHCCCS. All books and records shall be maintained in such detail as to reflect each service provided and all other costs and expenses of whatever nature for which payment is made. Such material shall be subject to inspection, audit or copying by the state, AHCCCS, the U.S. Department of Health and Human Services, and any other duly authorized representative of the state or federal government during normal business hours at the Group Biller's principal place of business or where services to AHCCCS eligible persons were rendered. The AHCCCS Office of Inspector General (AHCCCS-OIG) reserves the right to request and secure original records from the Group Biller at the Group Biller's expense. AHCCCS-OIG is responsible for maintaining and safeguarding the integrity of these records, and will provide the Group Biller with sufficient time to copy records for the Group Biller's use at the Group Biller's own expense. The Group Biller's inability, failure or refusal to retain and/or produce records relating to the performance of this Agreement, including all items or services provided or alleged to be provided be in accordance with this Agreement, except in instances of force majeure, shall constitute an overpayment of all items, services, costs and expenses of whatever nature for which payment was made. Group Biller expressly agrees to the reasonableness of this provision as a measure of the Administration's damages, and to return all overpayments to the Administration within sixty (60) calendar days of notice of the overpayment by the Administration.
6. The Group Biller shall preserve and make available the records described in Paragraph 5 above for a period of six (6) years from the date of payment under this Agreement, except: (a) if this Agreement is terminated, the records shall be preserved and made available for a period of six (6) full calendar years from the date of such termination; (b) records which relate to disputes, appeals, litigation or the settlement of claims arising out of this Agreement, or costs and expenses of this Agreement to which exception has been taken by the state, shall be retained by the Group Biller until six (6) full calendar years after such disputes, appeals, litigation, claims or exceptions have been fully and completely resolved. The Group Biller shall comply with all the applicable state and federal rules and regulations as well as AHCCCS' rules and policies relating to the audit of the Group Biller's records and the inspection of the Group Biller's facilities.
7. The Group Biller must comply with all the federal, state and local laws, rules, regulations, policies, standards, and executive orders governing or otherwise related to the performance of duties under this Agreement, without limitation to those designated within this Agreement. In the event that a provision of federal, state or local law, regulation, rule or policy is repealed or otherwise modified during the term of this Agreement, effective on the date the repeal or other modification by its own terms takes effect, the provision of this Agreement shall be deemed to have been amended to incorporate the repeal or modification, and the Group Biller shall comply with the requirements of the Agreement as amended, unless and until the Group Biller and AHCCCS, as evidenced by a duly authorized representative, otherwise stipulate in writing.
8. The Group Biller shall ensure that every Affiliated Provider has completed an AHCCCS Provider Participation Agreement, is registered with AHCCCS, and has signed an AHCCCS Group Billing Authorization form. Each Affiliated Provider shall be considered part of the billing group until the Affiliated Provider furnishes written notification of its termination of the group billing arrangement to the AHCCCS Provider Enrollment Section.
9. The Group Biller shall include the individual Affiliate Provider's AHCCCS Provider ID number on each claim submitted by the Group Biller on behalf of the Affiliated Provider.

10. The Group Biller shall provide services, bill for services, accept payment, and otherwise be in compliance with all AHCCCS and/or Contractor Provider Manuals and Policy Guidelines, including the AHCCCS Minimum Subcontract Provisions available at the AHCCCS public website, and any amendments thereto, all of which are incorporated by reference into this Agreement. The Group Biller has an affirmative obligation to routinely check the AHCCCS website for any revisions or new information and to ensure compliance.

11. The Group Biller must obtain and maintain all licenses, permits and certifications necessary to do business and render services under this Agreement and, as applicable, must comply with all laws regarding safety, unemployment insurance, disability insurance and worker's compensation. The Group Biller shall notify AHCCCS within twenty-four (24) hours of a termination, sanction, suspension, revocation, exclusion, preclusion, determination, conclusion, finding or other adverse or potentially adverse action (an "Action") that impacts the Group Biller's license, certification or permit status. An Action subject to the twenty-four (24) hour notice requirement includes but is not limited to an Action that in any way impacts the Group Biller's registration with, authorization by, enrollment in, qualification for, and/or billing of, to, for, or on behalf of, any federal or state health care program, operated by, or financed in whole or in part, by any federal, state or local government agency. The Group Biller shall send a separate and distinct notice to the Administration within twenty-four (24) hours of notification of Group Biller's preclusion or exclusion from a federal program.

12. The Group Biller agrees to hold harmless the state, all state officers and employees, AHCCCS, and any other applicable state agencies, and all officers and employees of AHCCCS against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may, in any manner, accrue against the state, AHCCCS, its agents, officers, employees or AHCCCS' Contractors, through the intentional conduct, negligence or omission of the Group Biller or Group Biller's agents, officers, or employees or contractors.

13. The Group Biller expressly acknowledges and agrees that AHCCCS is in no way establishing any sort of employment relationship with the Group Biller through this Agreement. The Group Biller is not the employee of AHCCCS. AHCCCS bears no responsibility for taxes, unemployment insurance, or workers compensation or, for, or on behalf of the Group Biller.

14. The Group Biller must maintain for the duration of this Agreement all the necessary policies of professional liability insurance, comprehensive general liability insurance and automobile liability insurance. The Group Biller agrees that any insurance protection required by the Agreement, or otherwise obtained by the Group Biller, shall not limit the responsibility of the Group Biller to indemnify, hold harmless and defend the state and AHCCCS, and their agents, officers and employees as provided herein. The Group Biller bears all responsibility for taxes, worker's compensation insurance, unemployment insurance, and any other applicable insurance coverage for itself and its employees or, as applicable, its contractors.

15. Confidential and protected health information shall be safeguarded pursuant to all applicable federal and state rules and regulations. Substance Abuse and Mental Health information (Part 2 data) shall be safeguarded as specifically set forth in 42 C.F.R. Part 2.

16. Any appeals or claim disputes filed by the Group Biller shall be adjudicated in accordance with AHCCCS Rules as published in the Arizona Administrative Code. AHCCCS will reject and not process any claim disputes received from anyone other than persons permitted to do so under A.R.S. 36-2903.01(b)(4) and Arizona Supreme Court Rule 31. The Group Biller waives any right to attorneys' fees in any administrative or judicial proceeding concerning, arising out of, or that is otherwise related to, this Agreement.

17. For Fee-For-Service Affiliated Providers, AHCCCS agrees to make payments to the Group Biller consistent with state and federal rules and regulations, the terms of this Agreement, and the AHCCCS Capped Fee-For-Service Payment Schedule (including amendments thereto and as are hereby incorporated by reference) for services provided by the Affiliated Provider(s) to fee-for-service eligible persons. With respect to fee-for-service eligible persons, the Group Biller agrees to bill and accept payment in accordance with the terms of this Agreement, state and federal rules and regulations, and all pertinent documents incorporated by reference. AHCCCS documents are made available to the Group Biller via the AHCCCS Internet website (www.azahcccs.gov).

18. With respect to any services furnished by an Affiliated Provider to an AHCCCS eligible person enrolled with a Contractor, the terms and conditions of the payment shall be as stated in the contract between the Affiliated Provider and the Contractor notwithstanding any inconsistent provisions as set forth in Paragraph 16 or 17 above. The Group Biller agrees to hold AHCCCS harmless, and agrees not to seek reimbursement from AHCCCS, for services rendered to an enrolled member pursuant to a contract between an Affiliated Provider and a Contractor. If the contract between an Affiliated Provider and Contractor is silent on a claims issue, the AHCCCS Fee-For-Service provisions will govern.

19. The Group Biller shall conform its billing practices to the International Classification of Diseases (ICD9 or ICD10), whichever is in effect on the date of service in accordance with 45 CFR 162.1002. The Group Biller must comply with the Current Procedural Terminology (CPT), National Drug Codes (NDC), Health Care Financing Administration Common Procedure Coding System (HCPCS), the Code on Dental Procedures and Nomenclature, as maintained and distributed by the American Dental Association, for dental services, CDT and HIPAA TCS compliance standards as applicable. Upon request, the Group Biller must disclose to AHCCCS which code sets the Group biller uses prior to any audit of the Group Biller. Any Group Biller changes to its methodology must be documented in writing with the date of change.

20. The Group Biller agrees to bill AHCCCS only after a potential third party payer has adjudicated the claim unless an exemption applies under A.A.C. R9-22-1003 or any other federal or state law, as amended, based on the item(s) or service(s) provided.

21. The Group Biller shall not bill for an Affiliated Provider using another provider's ID number, except in locum tenens situations and in accordance with applicable AHCCCS policy.

22. No Group Biller may use the AHCCCS/ALTCS/KidsCare or any other AHCCCS program logo or design on any written materials disseminated by Group Biller, absent written approval by AHCCCS. Without waiving any other remedies under this Agreement or provided by law, the Group Biller agrees that, in the event of non-compliance with this provision, AHCCCS may seek injunctive relief, and Group Biller agrees that it shall bear the cost and expense of any such judicial proceeding including any and all attorney fees and costs incurred by AHCCCS.

23. In addition to any other remedies available under this Agreement, AHCCCS is entitled to offset against any amounts due for any overpayments, civil monetary penalties and assessments, expenses or costs incurred by AHCCCS concerning non-compliance with this Agreement or due to investigations of fraud, waste or abuse. AHCCCS also retains the right to offset for Medicare sanctions. The Group Biller may be held financially liable for acts committed by its independent subcontractors that would constitute non-compliance with this Agreement. The rights and remedies of AHCCCS under this Agreement are not exclusive nor waived if unasserted in whole or in part.

24. The Group Biller shall not bill, nor attempt to collect payment directly or through a collection agency from a person claiming to be AHCCCS eligible without first receiving verification from AHCCCS that the person was ineligible for AHCCCS on the date of service, or that the services provided were not AHCCCS-covered services. The Group Biller agrees to comply with A.R.S. §36-2903.01 and A.A.C. R9-22-702, which prohibits the Group Biller from charging, collecting or attempting to collect payment from an AHCCCS eligible person or the financially responsible relative or representative. AHCCCS retains the right to offset against any amounts due any amounts collected from AHCCCS eligible persons contrary to this provision. The Group Biller expressly agrees not to accept cash payments from AHCCCS eligible and enrolled persons.

25. The Group Biller must comply with all the applicable provisions contained in the False Claims Act and as amended by the Federal Fraud Enforcement and Recovery Act of 2009 (FERA). AHCCCS applies the term "claim" as a request or demand for money or property that is presented or encountered to the government, state, Contractor, grantee or other recipient, if the money or property is to be spent or used on the government's behalf or to advance the government's interest.

26. Any Group Biller who receives or makes annual Medicaid payments under the State Plan of at least \$5 million dollars must establish written policies that provide detailed information and ongoing training and education regarding the provisions under the Federal False Claims Acts and FERA to their employees to certify its compliance with the Public Law (PL) 109-171 Section 6032 of the 2005 Deficit Reduction Act (DRA) [42 U.S.C. §1396a(a)(68)].

27. If the Group Biller or any employee or contractor of the Group Biller discovers, or is made aware, that an incident of potential fraud, waste or abuse may occur or has occurred, the Group Biller must report the incident immediately upon discovery to AHCCCS-OIG in accordance with federal regulations, state statutes and AHCCCS policy.

28. By signing this Agreement, the Group Biller certifies that it is in compliance with 42 CFR §455.101 through 106, 42 CFR §455.436 and the State Medicaid Director Letter (SMDL) 09-001 and has confirmed the identity and reported the exclusion status of any person with an ownership or control interest or any person who is an agent or managing employee of the Group Biller through monthly checks of Federal databases as outlined in 42 CFR §455.436. The Group Biller certifies that it has disclosed the identity of any of these excluded persons to AHCCCS-OIG, including those who have ever been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program since the inception of those programs.

29. Pursuant to Section 6505 of the Affordable Care Act of 2010 [42 U.S.C. §1396a(a)(80)], AHCCCS shall not make any payments for items or services provided under the State Plan or under a waiver to any financial institution or entity located outside of the United States.

30. Pursuant to 42 USCS § 1320a-7k(d) an overpayment must be reported and returned within sixty (60) days after the date on which the overpayment was identified.

31. AHCCCS may require the Group Biller or any employees or contractors of the Group Biller to verify United States citizenship or lawful permanent resident status prior to the signing of this Agreement. AHCCCS may, at its sole discretion, conduct criminal and/or fingerprint background checks, or screen for exclusion/termination/suspension/revocation status of the Group Biller or any employees or contractors of the Group Biller; or require the Group Biller to demonstrate the Group Biller's compliance with all such checks and screenings with respect to Group Biller's employees or contractors, whether required by federal or state law, rule or regulation.

32. Upon thirty (30) calendar day's written notice, either AHCCCS or Group Biller may voluntarily terminate this Agreement. AHCCCS has the right to terminate or suspend this Agreement upon twenty-four (24) hours written notice when AHCCCS deems the health or welfare of a member is endangered; the Group Biller fails to comply with this Agreement or with federal and state laws, rules and/or regulations; or there is a cancellation, termination, suspension, revocation or other material modification, as determined by AHCCCS, in the Group Biller's qualifications to provide services. AHCCCS may also terminate this Agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Group Biller or any agent or representative of the Group Biller to any officer or employee of the State, or AHCCCS eligible and enrolled member, with a view towards securing a contract, favorable treatment with respect to a contract, or the right to render and request reimbursement for an AHCCCS covered item or service.

33. In accordance with the provisions set forth in 42 C.F.R. §455.23, AHCCCS will suspend any payments to Group Biller pending an investigation of a credible allegation of fraud against the Group Biller as determined by AHCCCS-OIG or a law enforcement authority, unless the state determines that good cause exists not to suspend such payments.



Provider Enrollment Form

I have read, understand, and having had an opportunity to review this Agreement with counsel, agree to abide by all the terms and conditions set forth in this Agreement.

☒ The undersigned attests that he/she is an authorized representative of the enrolling entity, has authority to sign and submit this agreement and has entered into an agreement effective on the date indicated below.

☒ I affirm under penalty of law that the information I have provided on this form is true, accurate and complete to the best of my knowledge.

☒ I understand that I must notify AHCCCS, Provider Registration of any changes to the group billing arrangements 30 days in advance. Notification must include the effective date of change.

☒ I have read, understand, and agree to abide by all the terms and conditions set forth in this Agreement.

PROVIDER SIGNATURE

Tom Abbott

PROVIDER NAME (PLEASE TYPE OR PRINT)

Fire Chief

TITLE

DATE

Appendix A

Additional Service Locations

- This page is for Providers who have more than one service location.
- If you have multiple provider service locations, you may duplicate this page or send a spreadsheet.
Note: The spreadsheet must contain all of the required location details.
- This page is applicable to all enrollment types.

Additional Service Location		
All fields with an asterisk symbol (*) are required information.		
Service Location		End Date
Address Line 1* See attached list	Address Line 2	Address Line 3
City/Town*	State/Province*	County*
Country*	Zip Code*	

Location Specific Information for Primary Practice Location is required.*							
Enter the business hours of operation. State "closed" on days the business is closed. Select AM or PM where applicable.							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open	☐ AM	☐ AM	☐ AM	☐ AM	☐ AM	☐ AM	☐ AM
	☐ PM	☐ PM	☐ PM	☐ PM	☐ PM	☐ PM	☐ PM
Close	☐ AM	☐ AM	☐ AM	☐ AM	☐ AM	☐ AM	☐ AM
	☐ PM	☐ PM	☐ PM	☐ PM	☐ PM	☐ PM	☐ PM
Language(s) Spoken ☐ English ☐ Spanish ☐ Arabic ☐ Cantonese ☐ Chinese ☐ Navajo ☐ Farsi ☐ Native American ☐ Mandarin ☐ Korean ☐ French							
Other(s) (specify): _____						☐ Handicap Accessible	

Appendix B

Associate Billing Provider/Other Associations

- Associate Billing Provider/Other Associations information is recommended if another provider will be billing on your behalf.
- This section is required for rendering/servicing providers.
- To associate, all providers must be in a pending or active status (affiliation to a terminated or suspended provider is not allowed).
- If additional space is needed, you may attach a spreadsheet with all of the required fields.

SECTION VII	
☐ AHCCCS ID or ☒ NPI ID <u>1194110791</u> Provider Name: <u>AMB dba Surprise Fire-Medical</u> Start Date: MMDDYYYY End Date: MMDDYYYY <u>present</u>	☐ AHCCCS ID or ☐ NPI ID _____ Provider Name: _____ Start Date: MMDDYYYY End Date: MMDDYYYY
☒ AHCCCS ID or ☐ NPI ID <u>045493</u> Provider Name: <u>Surprise Fire-Medical Dept</u> Start Date: MMDDYYYY <u>10/1/2015</u> End Date: MMDDYYYY <u>9/30/2020</u>	☐ AHCCCS ID or ☐ NPI ID _____ Provider Name: _____ Start Date: MMDDYYYY End Date: MMDDYYYY
☐ AHCCCS ID or ☐ NPI ID _____ Provider Name: _____ Start Date: MMDDYYYY End Date: MMDDYYYY	☐ AHCCCS ID or ☐ NPI ID _____ Provider Name: _____ Start Date: MMDDYYYY End Date: MMDDYYYY

Appendix C

License/Certification/Other List

Important: You must send proof of all licensing/certifications (i.e., Auto insurance policy, CLIA, DEA, tribal business license, etc.).

SECTION VIII		
AHCCCS Provider Registration	License/Certification Number: 141	
Issuing agency: <u>AZ DHS CON</u>	Effective Date: <u>6/11/2019</u>	Expiration Date: <u>8/97/2022</u>
AHCCCS Provider Registration	License/Certification Number:	
Issuing agency: _____	Effective Date: _____	Expiration Date: _____
AHCCCS Provider Registration	License/Certification Number:	
Issuing agency: _____	Effective Date: _____	Expiration Date: _____
AHCCCS Provider Registration	License/Certification Number:	
Issuing agency: _____	Effective Date: _____	Expiration Date: _____
AHCCCS Provider Registration	License/Certification Number:	
Issuing agency: _____	Effective Date: _____	Expiration Date: _____
AHCCCS Provider Registration	License/Certification Number:	
Issuing agency: _____	Effective Date: _____	Expiration Date: _____
AHCCCS Provider Registration	License/Certification Number:	
Issuing agency: _____	Effective Date: _____	Expiration Date: _____
AHCCCS Provider Registration	License/Certification Number:	
Issuing agency: _____	Effective Date: _____	Expiration Date: _____
AHCCCS Provider Registration	License/Certification Number:	
Issuing agency: _____	Effective Date: _____	Expiration Date: _____
AHCCCS Provider Registration	License/Certification Number:	
Issuing agency: _____	Effective Date: _____	Expiration Date: _____

Appendix D

Provider Controlling Interest/Ownership

- A Managing Employee is required for all enrollment types.
- There must be at least one other ownership type in addition to Managing Employee.
- You must provide the home address of this provider. Failure to do so may result in this application/modification being denied.

SECTION X-II	
Managing Employee*	SSN*
First Name* Kimberly	Last Name* Drabik
Suffix	DOB*
Phone Number* 623-222-5030	Email kimberly.drabik@surpriseaz.gov
Start Date* 11/29/2010	End Date present
Managing Employee Home Address*	
Address Line 1*	Address Line 2
Address Line 3	City/Town*
State/Province* A&B AZ	County* Maricopa
Country* USA	Zip Code*

Add Owners Relationship

Do any of the Owners have the following relationship (Daughter, Daughter-In Law, Father, Father-In Law, Mother, Mother-In Law, Sibling, Son, Son-In Law, Self, Spouse) ?

☒ No ☐ Yes If yes, list names and relationship.

SECTION X-III				
Assoc. Owner	SSN/EIN/TIN	Relationship Type	Relation to (name)	Relation to Assoc. Owner

Appendix E

Adverse Actions

- For supporting disclosures and details see Adverse Action Section XI.
- Supporting documentation is required for all adverse actions.

SECTION X	
Owner Name	Response: 1g. ☐ Yes ☐ No
SSN/EIN/TIN	Response: 2. ☐ Yes ☐ No
	Response: 3. ☐ Yes ☐ No
	Response: 4. ☐ Yes ☐ No
Owner Name	Response: 1g. ☐ Yes ☐ No
SSN/EIN/TIN	Response: 2. ☐ Yes ☐ No
	Response: 3. ☐ Yes ☐ No
	Response: 4. ☐ Yes ☐ No
Owner Name	Response: 1g. ☐ Yes ☐ No
SSN/EIN/TIN	Response: 2. ☐ Yes ☐ No
	Response: 3. ☐ Yes ☐ No
	Response: 4. ☐ Yes ☐ No
Owner Name	Response: 1g. ☐ Yes ☐ No
SSN/EIN/TIN	Response: 2. ☐ Yes ☐ No
	Response: 3. ☐ Yes ☐ No
	Response: 4. ☐ Yes ☐ No
Owner Name	Response: 1g. ☐ Yes ☐ No
SSN/EIN/TIN	Response: 2. ☐ Yes ☐ No
	Response: 3. ☐ Yes ☐ No
	Response: 4. ☐ Yes ☐ No

Appendix F

NPI, Enrollment Fee and/or Site Visit Required by Provider Type				
Provider Type	Description	National Provider Identifier (NPI)	Enrollment Fee	Site Visit
A3	COMMUNITY SERVICE AGENCY	Y	Y	Y
A4	LICENSED INDEPENDANT SUBSTANCE ABUSE	Y	N	N
A5	BEHAVIORAL HEALTH THERAPEUTIC HOME	Y	N	N
A6	RURAL SUBSTANCE ABUSE TRANSITIONAL AGENCY	Y	Y	N
A8	IHR-INDIVIDUAL HOME RESPITE	Y	Y	N
B1	RESIDENTIAL TREATMENT CTR-SECURE (17+BEDS) (IMD)	Y	Y	N
B2	RESIDENTIAL TREATMENT CENTER-NON-SECURE	Y	Y	N
B3	RESIDENTIAL TREATMENT CENTER-NON-SECURE	Y	Y	N
B5	SUBACUTE FACILITY (1-16 BEDS)	Y	Y	N
B6	SUBACUTE FACILITY (17+BEDS)	Y	Y	N
B7	CRISIS SERVICES PROVIDER	Y	Y	N
B8	BEHAVIORAL HEALTH RESIDENTIAL FACILITY	Y	Y	N
BC	BOARD CERTIFIED BEHAVIOR ANALYST (BCBA)	Y	N	N
C2	FEDERALLY QUALIFIED HEALTH CENTER (FQHC)	Y	Y	N
C4	SPECIALTY PER DIEM HOSPITAL	Y	N	N
C5	638 FEDERALLY QUALIFIED HEALTH CENTER (FQHC)	Y	Y	N
E1	INDEPENDENT TESTING FACILITIES	Y	Y	N
ED	FREE STANDING EMERGENCY DEPARTMENT	Y	N	N
F1	FISCAL INTERMEDIARIES	N	Y	N
IC	INTEGRATED CLINIC	Y	Y	Y
SA	SPEECH LANGUAGE PATHOLOGY ASSISTANT	Y	N	N
NA	NEMT NON-AMBULANCE AIR	N	N	N
NE	NEMT EQUINE	N	N	N
NT	TRANSPORTATION NETWORK COMPANY	N	Y	Y
TR	TREAT & REFER	Y	Y	Y
TS	TRAVEL SERVICES	N	N	N
01	GROUP-PAYMENT ID	Y	N	N
02	ACUTE HOSPITAL	Y	Y	N
03	PHARMACY	Y	Y	N

Appendix F

NPI, Enrollment Fee and/or Site Visit Required by Provider Type				
Provider Type	Description	National Provider Identifier (NPI)	Enrollment Fee	Site Visit
04	LABORATORY	Y	Y	Y
05	NON- HOSPITAL AFFILIATED CLINIC	Y	Y	N
06	EMERGENCY TRANSPORTATION	Y	Y	Y
07	DENTIST	Y	N	N
08	MD-PHYSICIAN	Y	N	N
09	CERTIFIED NURSE-MIDWIFE (CNM)	Y	N	N
10	PODIATRIST	Y	N	N
11	PSYCHOLOGIST	Y	N	N
12	CERTIFIED REGISTERED NURSE-ANESTHETIST	Y	N	N
13	OCCUPATIONAL THERAPIST	Y	N	N
14	PHYSICAL THERAPIST	Y	N	Y
15	SPEECH/HEARING THERAPIST	Y	N	N
16	CHIROPRACTOR	Y	N	N
17	NATUROPATHIC PHYSICIAN	Y	N	N
18	PHYSICIANS ASSISTANT	Y	N	N
19	REGISTERED NURSE PRACTITIONER	Y	N	N
20	RESPIRATORY THERAPIST	Y	N	N
22	NURSING HOME	Y	Y	N
23	HOME HEALTH AGENCY	Y	Y	Y
25	GROUP HOME (DEVELOPMENTAL	N	N	N
27	ADULT DAY HEALTH	N	Y	N
28	NON-EMERGENCY TRANSPORTATION PROVIDERS	N	Y	Y
29	COMMUNITY/RURAL HEALTH CENTER	Y	Y	N
30	DME SUPPLIER	Y	Y	Y
31	DO-PHYSICIAN OSTEOPATH	Y	N	N
32	MEDICAL FOODS	N	Y	N
35	HOSPICE	Y	Y	Y
36	ASSISTED LIVING HOME	N	Y	N
37	HOMEMAKER	N	N	N
39	HABILITATION PROVIDER	N	N	N
40	ATTENDANT CARE (COMPANIES ONLY)	N	Y	N
41	DIALYSIS CLINIC	Y	Y	N
43	AMBULATORY SURGICAL CENTER	Y	Y	N
44	ENVIRONMENTAL (LTC)	N	Y	N
46	INDEPENDENT RN	Y	N	N

Appendix F

NPI, Enrollment Fee and/or Site Visit Required by Provider Type				
Provider Type	Description	National Provider Identifier (NPI)	Enrollment Fee	Site Visit
47	REGISTERED DIETICIAN (RD)	N	N	N
48	NUTRITIONIST	N	N	N
49	ASSISTED LIVING CENTER	N	Y	N
50	ADULT FOSTER CARE	N	N	N
54	AFFILIATED PRACTICE HYGIENIST	Y	N	N
55	HOTELS	N	Y	N
56	BOARDING HOME	N	Y	N
62	AUDIOLOGIST	Y	N	N
67	PERFUSIONIST	Y	N	N
68	HOMEOPATHIC	Y	N	N
69	OPTOMETRIST	Y	N	N
70	HOME DELIVERED MEALS	N	Y	N
71	PSYCHIATRIC HOSPITAL	Y	Y	N
77	MENTAL HEALTH REHABILITATION	Y	Y	Y
78	MENTAL HEALTH RESIDENTIAL TREATMENT CENTER	Y	Y	N
79	VISION CENTER	Y	Y	N
81	EPD HCBS	N	Y	N
82	SURGICAL FIRST ASSISTANT	Y	N	N
83	FREE-STANDING BIRTHING CENTER	Y	Y	N
84	LICENSED MIDWIFE	Y	N	N
85	LICENSED CLINICAL SOCIAL WORKER	Y	N	N
86	LICENSED MARRIAGE & FAMILY THERAPIST	Y	N	N
87	LICENSED PROFESSIONAL COUNSELOR	Y	N	N
90	QMB ONLY PROVIDER	N	N	N
92	SCHOOL BASED BUS TRANSPORTATION	N	Y	N
93	SCHOOL BASED ATTENDANT CARE	N	N	N
94	SCHOOL BASED NURSE (RN/LP)	Y	N	N
95	NON-MEDICARE CERTIFIED HOME HEALTH AGENCIES	N	Y	Y
97	AIR TRANSPORTATION	Y	Y	N

Appendix G

SPECIALTY CODES			
MEDICAL SPECIALTY CODES FOR M.D.'S (PT 08) AND D.O.'S (PT 31)			
CODE	DESCRIPTION	CODE	DESCRIPTION
010	ALLERGIST/IMMUNOLOGIST	155	PEDIATRIC - NEONATAL/PERINATAL MEDICINE
011	ALLERGIST	159	PEDIATRIC PULMONARY DISEASE
012	IMMUNOLOGIST	160	PHYSICAL MEDICINE/ REHABILITATION
019	GENETICIST	162	SPORTS MEDICINE
020	ANESTHESIOLOGIST	170	SURGERY-PLASTIC
030	SURGERY-COLON/RECTAL	171	SURGERY-PLASTIC OTOLARYNGOLOGICAL FACIAL
040	DERMATOLOGIST	175	ACUPUNCTURIST
050	FAMILY PRACTICE	178	HYPNOTIST
055	GENERAL PRACTICE	184	PUBLIC HEALTH
060	INTERNAL MEDICINE	185	AEROSPACE MEDICINE
062	CARDIOVASCULAR MEDICINE	191	PEDIATRIC - PSYCHIATRIST
063	ENDOCRINOLOGIST	192	PSYCHIATRIST
064	GASTROENTEROLOGIST	195	PSYCHIATRIST AND NEUROLOGIST
065	HEMATOLOGIST	200	RADIOLOGY
066	INFECTIOUS DISEASES	201	RADIOLOGY-DIAGNOSTIC
067	NEPHROLOGIST	205	RADIOLOGY-THERAPEUTIC
068	PULMONARY DISEASES	210	SURGERY
069	RHEUMATOLOGIST	212	SURGERY-CARDIOVASCULAR
070	SURGERY-NEUROLOGY	213	SURGERY-HAND
075	NEUROLOGIST	214	SURGERY-HEAD AND NECK
076	PEDIATRIC NEUROLOGIST	217	SURGERY-UROLOGICAL

Appendix G

SPECIALTY CODES			
MEDICAL SPECIALTY CODES FOR M.D.'S (PT 08) AND D.O.'S (PT 31)			
CODE	DESCRIPTION	CODE	DESCRIPTION
080	NUCLEAR MEDICINE	218	SURGERY-VASCULAR
082	GERONTOLOGIST	219	SURGERY-GYNECOLOGICAL
083	PSYCHOLOGIST	220	SURGERY-THORACIC
089	OBSTETRICIAN AND GYNECOLOGIST	230	UROLOGIST
090	GYNECOLOGIST	241	ONCOLOGIST
091	OBSTETRICIAN	250	EMERGENCY MEDICINE
092	MATERNAL AND FETAL MEDICINE	251	CRITICAL CARE MEDICINE
100	OPHTHALMOLOGIST	440	VIROLOGY
101	TRANSPLANT HEPATOLOGY	530	PATHOLOGY
110	SURGERY-ORTHOPEDIC	585	OTHER CLINICAL CHEMISTRY
120	OTOLARYNGOLOGIST	901	EMERGENCY ROOM PHYSICIANS
083	PSYCHOLOGIST	927	CARDIOLOGIST
089	OBSTETRICIAN AND GYNECOLOGIST	935	OTORHINOLARYNGOLOGIST (ENT)
090	GYNECOLOGIST	950	ORTHOPEDIST
091	OBSTETRICIAN	962	NUCLEAR RADIOLOGY
092	MATERNAL AND FETAL MEDICINE	964	PAIN CONTROL
125	RHINOLOGIST	965	PSYCHOANALYSIS
131	BLOOD BANKING	967	PATHOLOGY, RADIOISOTOPIC
135	ANATOMICAL/ CLINICAL PATHOLOGY	969	MEDICAL TOXICOLOGY
143	DERMATOPATHOLOGY	970	HEMATOLOGY & ONCOLOGY
150	PEDIATRICIAN	971	INDUSTRIAL MEDICINE
151	PEDIATRIC CARDIOLOGIST	972	OSTEOPATHIC MANIPULATIVE
153	SURGERY-PEDIATRIC	974	MEDICINE REHABILITATION MEDICINE

Appendix G

SPECIALTY CODES			
MEDICAL SPECIALTY CODES FOR M.D.'S (PT 08)			
CODE	DESCRIPTION	CODE	DESCRIPTION
072	OTHER MICROBIOLOGY	441	SURGERY - OPHTHALMOLOGICAL
073	OTHER IMMUNOHEMATOLOGY	450	MYCOLOGY
074	HISTOPATHOLOGY	460	PARASITOLOGY
077	HOMEOPATHIC	464	BLOOD GROUPING/RH TYPING
078	ELECTROPHYSIOLOGY	490	IMMUNOHEMATOLOGY
093	REPRODUCTIVE ENDOCRINOLOGIST	524	URINALYSIS
122	LARYNGOLOGIST	574	HISTOCOMPATIBILITY
124	OTOLOGIST	880	PEDIATRIC-
			BEHAVIORAL/DEVELOPMENTAL
136	FORENSIC PATHOLOGY	913	DIALYSIS
141	NEUROPATHOLOGY	925	AUDIOLOGIST
152	PEDIATRIC HEMATOLOGIST	943	PEDIATRIC ORTHOPEDIST
154	PEDIATRIC NEPHROLOGIST	951	ADDICTION MEDICINE
156	PEDIATRIC ENDOCRINOLOGIST	952	ANATOMIC PATHOLOGY
157	PEDIATRIC ALLERGIST	953	BRONCHO-ESOPHAGOLOGY
158	RADIOLOGY PEDIATRIC	954	CHEMICAL DEPENDENCY
176	ADOLESCENT MEDICINE	955	CHEMICAL PATHOLOGY
180	ADMINISTRATIVE MEDICINE	956	DIABETES
182	PREVENTIVE MEDICINE	957	DIAGNOSTIC LABORATORY
183	OCCUPATIONAL MEDICINE	958	IMMUNOLOGY
187	NUTRITIONIST	959	GYNECOLOGICAL ONCOLOGY
188	PHARMACOLOGIST	960	IMMUNOPATHOLOGY
189	PSYCHOSOMATIC MEDICINE	961	LEGAL MEDICINE
211	SURGERY-ABDOMINAL	963	NEOPLASTIC DISEASES
			PEDIATRIC HEMATOLOGY-
215	SURGERY-MAXILLOFACIAL	966	ONCOLOGY
216	SURGERY-TRAUMA	968	RETIRED
400	MICROBIOLOGY	976	RADIOLOGY, ONCOLOGY
410	BACTERIOLOGY	999	SCLEROTHERAPY
430	SEROLOGY		OTHER

SPECIALTY CODES			
MEDICAL SPECIALTY CODES FOR D.O.'S (PT 31)			
CODE	DESCRIPTION	CODE	DESCRIPTION
081	NUCLEAR PHYSICS	161	OSTEOPATHIC MANIPULATIVE THERAPY
973	PROCTOLOGY	975	ROENTGENOLOGY (DIAGNOSTIC)

Provider SSN/EIN/TIN: 86-6007796
Be sure to include this identification at the bottom of each page

Appendix G

SPECIALTY CODES - REGISTERED NURSE PRACTITIONER CODES (PT 19)			
CODE	DESCRIPTION	CODE	DESCRIPTION
084	FAMILY NURSE PRACTITIONER	085	SCHOOL NURSE PRACTITIONER
086	PEDIATRIC NURSE ASSOCIATE	087	PEDIATRIC NURSE PRACTITIONER
088	GERIATRIC NURSE PRACTITIONER	095	WOMEN'S HC/OB – GYN NP
096	WOMEN'S HC/OB – GYN NP	097	ADULT NURSE PRACTITIONER
098	PSYCH/MENTAL HEALTH NURSE PRACTITIONER	978	ACUTE CARE NURSE PRACTITIONER
SPECIALTY CODES - OTHER REGISTERED NURSE CATEGORIES			
NURSE –MIDWIFE (PT 09)		CERTIFIED REGISTERED NURSE ANESTHETIST (PT 12)	
CODE	DESCRIPTION	CODE	DESCRIPTION
094	REGISTERED NURSE MIDWIFE	020	ANESTHESIOLOGIST
PODIATRIST CODES (PT 10)		DENTISTRY CODES (PT 07)	
CODE	DESCRIPTION	CODE	DESCRIPTION
650	PODIATRIST	484	SURGERY
DENTISTRY CODES (PT 07)			
CODE	DESCRIPTION	CODE	DESCRIPTION
809	ANESTHESIOLOGIST	804	PEDIATRIC DENTIST
802	ENDODONTIST	806	PERIODONTIST
800	GENERAL	805	PROSTHODONTIST
803	ORAL PATHOLOGIST	807	PUBLIC HEALTH
808	ORAL SURGEON	977	SURGERY-ORAL & MAXILLOFACIAL
801	ORTHODONTIST		
SPECIALTY CODES FOR NON-PHYSICIAN CATEGORIES			
LABORATORY SPECIALTY CODES (PT 04)			
CODE	DESCRIPTION	CODE	DESCRIPTION
072	OTHER MICROBIOLOGY	073	OTHER IMMUNOHEMATOLOGY
080	NUCLEAR MEDICINE	131	BLOOD BANKING
158	RADIOLOGY PEDIATRIC	200	RADIOLOGY
201	RADIOLOGY DIAGNOSTIC	205	RADIOLOGY THERAPEUTIC
400	MICROBIOLOGY	410	BACTERIOLOGY
430	SEROLOGY	431	SYPHILIS
437	OTHER SEROLOGY	440	VIROLOGY
450	MYCOLOGY	460	PARASITOLOGY
464	BLOOD GROUPING & RH TYPING	470	PREGNANCY TESTING
490	IMMUNOHEMATOLOGY	500	RH TITERS
501	CROSSMATCHING	503	PHYSIOLOGICAL TESTING
504	EKG SERVICES	510	CLINICAL CHEMISTRY
511	ROUTINE CHEMISTRY	524	URINALYSIS
550	RADIOBIOASSAY	574	HISTOCOMPATABILITY
585	OTHER CLINICAL CHEMISTRY	900	PROCEDURES-ANY CERTIFIED LAB
913	DIALYSIS	962	NUCLEAR RADIOLOGY
968	RADIOLOGY, ONCOLOGY	975	ROENTGENOLOGY (DIAGNOSTIC)

Provider SSN/EIN/TIN: 86-6007796
Be sure to include this identification at the bottom of each page

Appendix G

SPECIALTY CODES FOR NON-PHYSICIAN SPECIALTIES			
CODE	DESCRIPTION	CODE	DESCRIPTION
015	OPTICIAN	071	MSW SOCIAL WORKER
083	PSYCHOLOGIST	166	THERAPIST-OCCUPATIONAL
167	THERAPITST-PHYSICAL	175	ACUPUNCTURE
178	HYPNOTIST	184	PUBLIC HEALTH
187	NUTRITIONIST	188	PHARMACOLOGIST
600	OPTOMETRIST	650	PODIATRIST
798	PHYSICIAN ASSISTANT	925	AUDIOLOGIST
RADIOLOGIST SPECIALIST			
CODE	DESCRIPTION	CODE	DESCRIPTION
080	NUCLEAR	200	RADIOLOGY
201	RADIOLOGY-DIAGNOSTIC	158	RADIOLOGY PEDIATRIC
205	RADIOLOGY-THERAPEUTIC		
PATHOLOGY SPECIALIST			
CODE	DESCRIPTION	CODE	DESCRIPTION
530	PATHOLOGY	074	HISTOPATHOLOGY
532	ORAL PATHOLOGY	540	EXFOLIATIVE CYTOLOGY
135	ANATOMICAL/CLINICAL PATHOLOGY	136	FORENSIC PATHOLOGY
138	MEDICAL CHEMISTRY	141	NEUROPATHOLOGY
143	DERMATOPATHOLOGY		
MISCELLANEOUS SPECIALTIES			
CODE	DESCRIPTION	CODE	DESCRIPTION
799	NO SPECIALTY REQUIRED	901	EMERGENCY ROOM PHYSICIANS
077	HOMEOPATHIC	714	EYE (LOW VISION SPECIALIST)
SPECIALTY: BED COUNT INFORMATION			
CODE	DESCRIPTION	CODE	DESCRIPTION
ACUT	ACUTE BEDS	ICF	INTERMEDIATE CARE FACILITY
ICFM	INTERMEDIATE CARE FACILITY/MENTALLY RETARDED	SNF	SKILLED NURSING FACILITY
SWBD	SWING BEDS		

Provider Pre-submittal Checklist

☒	Description	Enrollment Type this applies to...
☒	SSN/EIN/TIN is at the bottom of each page	All
☐	Section I Enrollment Type , I-A, I-B	All
☒	Section II Basic Provider information – Be sure to Attach W-9 Form from IRS	All
☒	Section III Primary Practice location – Be sure to use Addendum A for additional locations	All
☐	Section IV Pay To information	All
☒	Section V Correspondence Address	All
☐	Section VI Specialty/Subspecialty	FAO & Atypical Agency only
☐	Section VII Associate Billing Provider/Other Associations - If another provider will be billing on your behalf, other must be an approved provider by the State of AZ and have an AHCCCS or NPI.	All
☒	Section VIII License/ Certification/ Other - If you have any applicable license(s), certification(s), other, be sure to send copies of supporting documents.	FAO, Atypical Agency, Atypical Individual, Individual
☐	Section IX Add Additional Information. Bed count specific	FAO & Atypical Agency only
☒	Section X Provider Controlling Interest/Ownership - X-I Controlling Interest/Ownership - X-II Managing Employee - X-III Owners Relationship - If there is any relationship between owners, you must disclose. - X-IV Owners Adverse Action - If any owners have or had adverse actions, you must disclose here. Be sure to send copies of any supporting documentation along with the paper application.	All
☒	Section XI Add Taxonomy	All
☒	Section XII Fees	All
☐	Provider Participation Agreement or Group Biller Participation Agreement One of these Agreements must be signed and accompany all applications	All
☐	Appendix A – Additional Service Locations	All
☐	Appendix B – Associate Billing Provider/Other Associations	All
☐	Appendix C - Additional License/Certification/Other	All
☐	Appendix D – Additional Owner(s)	All
☐	Appendix E – Additional Adverse Actions	All
☐	Appendix F – Provider Type Codes	All
☐	Appendix G – Provider Type Specialty Codes	All

Provider SSN/EIN/TIN: 86-6007796
Be sure to include this identification at the bottom of each page

Enrollment Checklist/Questionnaire		
Question	Answer	Comments
Do you need to request a Retroactive or Future Enrollment Date? If Yes, enter the requested date in the comment field to be considered.	☐ Yes ☐ No	
Do you wish to end date your enrollment? If yes, enter date in comment field.	☐ Yes ☐ No	
Are you currently excluded from any Arizona or other state program? If yes, provide state of exclusion and program in comment field.	☐ Yes ☐ No	
Are you currently excluded from any federal program? If yes, provide the program and date in comment field.	☐ Yes ☐ No	
Have you ever had a criminal or healthcare program-related conviction? If yes, provide type of conviction and date in comment field.	☐ Yes ☐ No	
Have you ever had a judgment under any false claims act? If yes, list judgment and date in comments field.	☐ Yes ☐ No	
Have you been enrolled by another State's Medicaid Program. If yes, provide each state and effective date of enrollment in comments field.	☐ Yes ☐ No	
Have you ever had a program exclusion/debarment? If yes, provide program and date in comments field.	☐ Yes ☐ No	
Have you ever had civil monetary penalty? If yes, provide penalty type and date. If yes, please specify federal or state in comments field.	☐ Yes ☐ No	
Are you trying to reactivate a provider previously active with AHCCCS whose status became inactive or lapsed for any reason? If yes, please add the previous AHCCCS ID in the comments field again.	☐ Yes ☐ No	
Do you have 5% or more ownership interest in other entities reimbursable by Medicaid and/or Medicare? If Yes, provide details in "Add Ownership Details" step.	☐ Yes ☐ No	
Have you had any malpractice settlement, judgment, or agreement? If yes, provide dollar amount and dates in comments field.	☐ Yes ☐ No	
Are you applying as a Private Duty Nurse (LPN/RN) for private duty services?	☐ Yes ☐ No	
If this enrollment is for a change of ownership (CHOW) for an existing provider with a new name, NPI, or Tax ID, please add the previous information in the comment box.	☐ Yes ☐ No	

RESOLUTION # 2020-110

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM (AHCCCS) FOR REVALIDATION AS A PROVIDER THUS HAVING THE ABILITY TO CHARGE FOR AMBULANCE SERVICES.

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to continue the authority for the Surprise Fire-Medical Department to charge AHCCCS for ambulance services; and

WHEREAS, this authority must be renewed every five (5) years by filing a Provider Enrollment Form which acts as a contract between the parties.

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

Section 1. The Intergovernmental Agreement (Provider Enrollment Form) between the City of Surprise and AHCCCS, attached as Exhibit A, is approved.

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.

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

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE ARIZONA HEALTH CARE COST
CONTAINMENT SYSTEM (“Provider Enrollment Form”)



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 15, 2020
Submitting Department: Fire - Medical
Staff Recommendations: None

Contact Person: Tom Abbott, FIRE CHIEF
District: Citywide

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 2021 budget by reallocating appropriations of \$13,200 within the Grants Fund for the purpose of accepting two grants from the Arizona Governor's Office of Highway Safety (GOHS) to advocate for child seat safety and youth alcohol awareness; Resolution # 2020-115.

Motion:

I move to approve Resolution # 2020-115.

Background:

The Surprise Fire-Medical Department (SFMD) was awarded two FFY2021 grants from the Governor's Office of Highway Safety (GOHS).

The Occupant Protection grant provides \$9,448 in funding to support the department's car seat program. Car seats will be purchased and awarded to individuals that demonstrate a need for a safe seat for a child in their care, as well as provide training opportunities for department employees to become certified car seat technicians. SFMD has received Occupant Protection funding from GOHS for the past four fiscal years.

The Youth Alcohol Awareness grant provides \$3,651 in funding to support the department's FY2021 Impaired and Distracted Driving Campaign. SFMD, Surprise Police Department (SPD), and selected students from a high school within the Dysart Unified School District will participate in a mock crash scenario to convey the importance of safe, distraction-free, sober driving. The mock crash will take place in the spring of 2021 to heighten awareness around prom and graduation. SFMD has received Youth Alcohol Awareness funding from GOHS for the past five fiscal years, however in FY2020, the event was cancelled due to the COVID-19 pandemic.

Objective Analysis:

The Occupant Protection funding will be utilized to purchase car seats and educate the public on proper restraint use to decrease injuries and death to child passengers. The funding will also allow SFMD to increase their number of certified car seat technicians.

The Youth Alcohol Awareness funding provides an opportunity to educate the younger population in the community on the long term effects and consequences of impaired and distracted driving.

Additionally, the mock crash scenario provides an opportunity for first responders to test and apply their skills in a multi-casualty setting.

Policy Compliant:

The grant terms are compliant with the Grants Policies and Procedures and the budget amendment is in compliance with the Comprehensive Financial Management Policy.

Financial Impact:

This action will authorize the acceptance of two one-time grant awards totaling \$13,099 for the purchase of car seats and related training. There is no city-match requirement.

Budget Impact:

The FY2021 adopted budget did not include appropriations for revenue and expenses related to the two GOHS grants awarded to the Fire-Medical department. Acceptance of the grants will require a reallocation of \$13,200 within the Grants Fund. \$9,500 will be reallocated from Contingency to project G34133 and \$3,700 will be reallocated from Contingency to project G34123. 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.

ATTACHMENTS:

1. GOHS_OP Award_9448_081120
 2. FY21 GOHS SFMD RES 2020 - 115_JG
-



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

August 11, 2020

Fire Chief Tom Abbott
Surprise Fire Department
14250 West Statler Plaza
Surprise, Arizona 85374

Re: **FFY 2021 GOHS Grant Application**

Contract No.:	Contract Description:	Award Amount:
2021-AL-034	Youth Alcohol Awareness, Materials & Supplies, Prof. O/S	\$3,651.00
2021-405b-007	Occupant Protection Overtime, Materials & Supplies	\$9,448.00

Dear Fire Chief Abbott:

The Governor's Office of Highway Safety (GOHS) has completed the review of the proposals submitted for funding for Federal Fiscal Year (FFY) 2021 commencing on October 1, 2020. All of the proposals were carefully considered by an evaluation team at GOHS that reviewed agency performance, program priority area, problem identification, supporting fiscal/data documentation, consistency of reporting, and available funding levels.

As a result of this evaluation process, we are able to include your agency's submitted proposal(s) listed above in **Arizona's FFY 2021 Highway Safety Plan**. However, please be aware that your agency's awarded highway safety project(s) may not have been funded at the amount requested and may be subject to change. **Equipment** requests placed **"ON HOLD"** are **under further review and may not be funded due to funding constraints**, as we strive to make the best use of federal taxpayers' dollars.

All FFY 2021 grants will begin **on** October 1, 2020. If approval from a Town/City Council or Board of Supervisors is required, your agency should begin the process of scheduling the grant award for approval.

The assigned GOHS project coordinator will be contacting you regarding your project(s) and your agency should have the contract(s) soon. **During the interim, do not make any public announcement concerning the grant and do not incur any costs or proceed with any portion of the project until GOHS has written a contract with your agency and it has been signed and executed by both parties.**

We appreciate the time and effort put forth by your agency in submitting its proposal(s). Should any questions and/or concerns arise, please feel free to contact your grant project coordinator at 602-255-3216.

Sincerely,

Alberto Gutier
Director, Governor's Office of Highway Safety

RESOLUTION # 2020-115

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF TWO GRANTS FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND AMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF \$13,200 FROM GRANTS CONTINGENCY TO TWO PROJECTS WITHIN THE GRANTS FUND.

WHEREAS, the Governor's Office of Highway Safety has awarded the City of Surprise, acting through its Fire-Medical Department, a FFY2021 Youth Alcohol Awareness grant in the amount of \$3,651 in support of the FY2021 Surprise Fire-Medical Department Impaired and Distracted Driving Campaign;

WHEREAS, the Governor's Office of Highway Safety has awarded the City of Surprise, acting through its Fire-Medical Department, a FFY2021 Occupant Protection grant in the amount of \$9,448 in support of the FY2021 Surprise Fire-Medical Department Car Seat Program;

WHEREAS, the City desires to accept the grant funding from the Governor's Office of Highway Safety in the above amounts totaling \$13,099;

WHEREAS, the FY2021 budget was adopted by Council Resolution #2020-63 on June 2, 2020;

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, 2020 through June 30, 2021.

Section 2. The City is hereby authorized to accept the two grants and their funding. The City Manager or his designees is authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said grants.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2020-115
Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriation in the amount of \$3,700 from within the Grants/Contingency Fund to project G34123 and \$9,500 from within the Grants/Contingency Fund to project G34133 to cover expenses associated with the acceptance of two grants from the Governor's Office of Highway Safety. The awarded grants will support the Fire-Medical Department's car seat program and FY2021 Impaired and Distracted Driving Campaign. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants/Contingency	Fire - Medical	#G34123 FFY20 GOHS DUI	R	-	3,700	3,700
Grants/Contingency	Fire - Medical	#G34133 FFY20 GOHS Occupant Protection	R	-	9,500	9,500
Grants/Contingency	General Operations	Other	R	24,636,200	(13,200)	24,623,000
Grants/Contingency	Fire - Medical	#G34123 FFY20 GOHS DUI	E	-	3,700	3,700
Grants/Contingency	Fire - Medical	#G34133 FFY20 GOHS Occupant Protection	E	-	9,500	9,500
Grants/Contingency	General Operations	Contingency	E	24,636,200	(13,200)	24,623,000
Expense Total				24,636,200	-	24,636,200
Revenue Total				24,636,200	-	24,636,200



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 15, 2020
Submitting Department: Fire - Medical
Staff Recommendations: None

Contact Person: Tom Abbott, FIRE CHIEF
District: Citywide

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 2021 budget by reallocating appropriations of \$30, 200 within Grants Contingency Fund and approving the Amended and Restated Intergovernmental Agreement with the Cities of Peoria and Goodyear to continue the Community Para-medicine program with grant funding from United Healthcare Inc.; Resolution # 2020-109.

Motion:

I move to approve Resolution 2020-109.

Background:

In FY2017, with Resolution 2016-84, the City of Surprise Fire-Medical Department entered into an IGA with the cities of Goodyear, Avondale, Peoria, and Sun City Fire and Medical Department to establish a community paramedicine program that would provide support to frequent 911 callers (use more than three times per month). At that time, the program was funded by a grant awarded to the City of Goodyear from Vitalyst Health Foundation. Since the Vitalyst grant closed out at the end of FY2017, the involved agencies have applied for several different grants to get the program started up again. The City of Peoria Fire-Medical Department was since awarded a grant from United Healthcare, Inc. to establish a similar program. The cities involved were Peoria, Goodyear and Surprise in FY2020. This funding also developed a community paramedicine program among participating cities to support frequent 911 callers in their communities.

Objective Analysis:

The objective of this cooperative agreement is to serve individuals in the community that frequently use the 911 system, and to develop a regional community standard paramedic training curriculum.

Policy Compliant:

The IGA is compliant with all City, Council and departmental policies and protocols.

Financial Impact:

This one-time \$175,000 FY2020 grant award has a balance of \$89,000, of which the Surprise Fire-Medical Department's portion is estimated to be \$50,000 for overtime salary expenses. At the time the original IGA was presented to Council in FY2020, it was unclear whether or not the Cities would be required to absorb the associated ERE. To be conservative, it was assumed that the ERE would need to

be absorbed by the City, however, it is now known that the grant will cover associated ERE. There is no city match requirement.

Budget Impact:

The FY2021 adopted budget included a carryforward appropriation of \$36,100 in grant project G34160. Based on current FY2020 expenses, the carryforward appropriation will be adjusted down to \$19,800. Therefore, the proposed budget amendment would reallocate only \$30,200 within the Grants/Contingency Fund to make the total FY2021 appropriation match the estimated expense of \$50,000.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. FD IGA Goodyear Peoria Surprise Community Paramedicine 2020 FINAL (1)
 2. RES 2020-109 FY21MIHP-CP Grant (1)_JG
-

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PEORIA , the CITY OF GOODYEAR,
AND the CITY OF SURPRISE,
TO
DEVELOP A COMMUNITY PARAMEDICINE PROGRAM

AMENDED AND RESTATED**

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT for the grant-funded community paramedicine project (“Agreement”) is entered into and modified as of September 1, 2020 by and among the City of Goodyear, an Arizona municipal corporation (“Goodyear”), the City of Peoria, an Arizona municipal corporation (“Peoria”), and the City of Surprise, an Arizona municipal corporation (“Surprise”). Goodyear, Peoria, and Surprise are collectively referred to in this Agreement as the “Partnering Agencies” and each individually as a “Party.”

RECITALS

- A. Mobile integrated healthcare is the provision of healthcare using patient-centered, mobile resources in an out-of-hospital environment. Community Paramedicine is a locally designed, community-based, collaborative model of care that leverages the skills of paramedics and EMS systems to address health care gaps identified through a community-specific needs assessment.
- B. In 2019, the Partnering Agencies worked together cooperatively to create a regional approach to Mobile Integrated Healthcare and Community Paramedicine (“MIHP-CP”) service delivery and education development.
- C. The Partnering Agencies worked collaboratively to develop a regional Community Paramedicine program that addresses patients who are high frequency users of the 911 system (“Program”), as well as to develop a regional community standard paramedic training curriculum (“Curriculum”).
- D. The Partnering Agencies desire to enter into this Amended and Restated Agreement to set forth the modified responsibilities and obligations of the Partnering Agencies with respect to the Program and the Curriculum.
- E. The Partnering Agencies are authorized and empowered to enter into this Agreement pursuant to A.R.S. §§ 11-951 and 11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged, the Partnering Agencies agree as follows:

1. Program Components and Management. The Program will consist of the following components: training and curriculum development, data collection, patient interactions, data analysis, and development of performance measures. The Program management and day to day activities will be carried out by Goodyear and Surprise staff (“Participating Agencies”)
2. Curriculum Development and Training. The Participating Agencies’ first task will be to update the Curriculum and provide on-going refresher training to selected employees from each the Participating Parties. To accomplish this task the Participating Agencies will form a committee (“Training Committee”).
 - 2.1 Each Party shall designate one employee to serve on the Training Committee. In addition, Gail H. Bradley, M.D., the contracted medical director for Peoria and Goodyear (“Medical Director”), shall serve on the Training Committee.
 - 2.2 The Training Committee shall determine the training modules to be included in the Curriculum. Notwithstanding the foregoing, the Curriculum shall include, but not be limited to, the following modules: electronic patient care reporting (ePCR) system and data collection; high frequency user (as defined in Section 4) patient list and selection; approaching patients safely and scripting the approach to the patient; stages of behavioral change and accessing crisis intervention; hospice/palliative care; community paramedic quality assurance; triggers for referral; and home safety, health and environment.
 - 2.3 The Curriculum shall be no less than eight (8) hours in duration but not more than forty (40) hours.
 - 2.4 In developing the Curriculum, the Training Committee shall seek input from all Fire Department based MIHP-CP programs within the Phoenix Metro west region.
 - 2.5 The Curriculum shall be a standardized curriculum suitable for use by all current and future MIHP-CP providers within Arizona.
 - 2.6 The Training Committee shall designate at least three paramedics from each Party to attend the initial training class.
 - 2.7 The Training Committee shall determine the location at one of the Party’s facilities where the training will be conducted. The Participating Agencies agree to work cooperatively to identify and make available suitable space at either Goodyear’s or Surprise’s facilities for the training to be held.
 - 2.8 The training shall be provided by the Medical Director and other qualified individuals selected by the Training Committee.
3. Data Collection. The Participating Agencies will use an electronic patient care reporting system (ePCR) for the field collection of data.
 - 3.1 Before any patient interaction occurs, the Participating Agencies shall work cooperatively to review and update the data collection form that will be used by all Participating Agencies. The data collection form format shall enable the Participating Agencies to maintain a database capable of tracking variables such

as client demographics, services requested, patient diagnosis, chief complaint, referring physician, referrals to other services by a community paramedic, and outcomes.

- 3.2 The Participating Agencies will use an agreed upon ePCR software as the data collection tool and will enter their data into one database.
 - 3.3 Each Participating Agency shall be responsible for its own data collection.
4. Patient Interaction. After the data collection form is updated and refresher training is completed, the Participating Agencies shall identify and contact the top 10% of high frequency users of 911 services (“Participating Patients”). “High frequency users” are those patients that access the 911 system three or more times during a month or fifteen or more times in a year. Additionally, Community paramedicine teams will be available to respond to requests made by on-scene initial response providers through the 911 system. First responders may also submit referrals to the Community Paramedicine Program.
- 4.1 The Participating Agencies will work collaboratively to provide vehicles from their existing resources to be used in the Program. At a minimum, the vehicles should be equipped with a mobile computer terminal (MCT) and a mobile radio and 2 portable radios capable of communication with the Phoenix Regional Dispatch Center.
 - 4.2 A Community Paramedicine response vehicle shall be staffed with two paramedics (“Paramedic Team”). Notwithstanding the foregoing, if the Participating Agencies are, on occasion, unable to staff a vehicle with two paramedics, a vehicle may be staffed with one paramedic and one emergency medical technician (EMT).
 - 4.3 The Community Paramedicine vehicle will be staffed at a minimum of 24 hours a week, with the exception of recognized Holidays.
 - 4.4 In addition to staffing the vehicles, the Participating Agencies shall identify and provide each Paramedic Team with medical and diagnostic equipment required for a MIHC-CP paramedic assessment. Such medical and diagnostic equipment may include, but is not limited to, cardiac monitors, thermometers, and blood pressure measuring devices. The Participating Agencies agree to collaborate to assemble the required equipment from their existing supplies. There is no expectation that any Participating Agency will purchase additional equipment solely for the use in the Program.
 - 4.5 The Paramedic Teams will contact patients who have been identified as Participating Patients pursuant to Section 4 above to determine their healthcare needs, their access to healthcare services, and the availability of resources to meet their daily needs.
 - 4.6 The Paramedic Teams will also provide information to Participating Patients on available resources in an effort to increase Participating Patients’ understanding and effective utilization of healthcare and community resources.
 - 4.7 The information the Paramedic Teams collect from Participating Patients shall be entered into one database.

5. Data Analysis. Following the data collection through patient interaction, the Participating Agencies will work cooperatively to review and evaluate the data using both patient specific and systematic criteria.
 - 5.1 The Participating Agencies will evaluate the collected data to determine the Participating Patients' perception of the Program's value, and to measure the Participating Patients' improved understanding and management of their healthcare during the Program as well as the reduction in their reliance on the 911 system.
 - 5.2 Using the collected data, the Participating Agencies will evaluate the efficacy of implementing a regional Program as follows:
 - 5.2.1 Correlate the reduction in 911 system use to readmission data for Participating Patients.
 - 5.2.2 Determine the overall associated costs for providing the Program and identify a plan for its sustainability.
 - 5.2.3 Extrapolate possible savings in healthcare costs.
 - 5.2.4 Identify a regional inter-departmental MIHP-CP model that is cost-effective and outcome-driven.
 - 5.2.5 Identify partnerships and a resource network for a sustainable regional Program.
6. Development of Performance Measures. Based on the data analysis, the Participating Agencies shall develop performance measures for MIHP-CP service delivery.
7. Funding and Costs. The Program has been funded by a \$175,000 contribution from United Healthcare to the City of Peoria on behalf of the Peoria Fire Medical Department and the consortium comprised of Peoria, Goodyear, and Surprise that was created by this Agreement. The Program has been in operation for a year and the current Program account balance is \$89,000. Peoria will continue to manage the account on behalf of the Parties and will forward funding to the respective Parties based upon invoiced costs associated with the Program. These costs may include staffing costs, ongoing training costs, **an annual payment to the Medical Director in the amounts invoiced**, \$5,000 for data analysis, and \$15,000 for MCT costs and dispatch fees.
8. Accounting and Reporting. Peoria shall continue to manage the Program funding and associated accounting related to this Agreement and grant funding. As of September 1, 2020 Surprise will manage all grant reporting requirements on behalf of all Parties related to this grant and this Agreement.
9. Term of Agreement. This Agreement shall be effective upon the date of the last signature below ("Effective Date") and will remain in full force and effect for one (1) year from that date. This Agreement may be renewed for successive one (1) year periods upon mutual consent of the Partnering Agencies in writing and signed by persons duly authorized to enter into contracts on behalf of the Partnering Agencies.
10. Termination. Any Party may terminate its participation in this Agreement with or without cause upon twenty (20) days' written notice to the Partnering Agencies.

11. Amendments. This Agreement may be modified only by a written amendment signed by each Party's authorized designee.
12. Workers' Compensation. Pursuant to A.R.S. § 23-1022 (D) and for the purposes of workers' compensation coverage only, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Partnering Agencies. The primary employer shall be solely liable for any workers' compensation benefits. Pursuant to A.R.S. § 23-1022(E), each Party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

“All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances, they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation only.”
13. Insurance. Each Party agrees to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. This insurance requirement may be satisfied by the purchase of insurance or through the provisions of a self-insurance program.
14. Indemnification. Each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Partnering Agencies (as “Indemnitees”) for, from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as “Claims”) arising out of bodily injury or personal injury (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee(s) are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
15. Conflict of Interest. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
16. Further Acts. Each Party shall execute and deliver all such documents and perform all such acts as reasonably necessary and mutually agreed upon by the Partnering Agencies, from time to time, to carry out the matters contemplated by this Agreement.
17. Nondiscrimination. The Partnering Agencies agree to comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, religion, sex, age, national origin, or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act. No Party shall engage in any form of illegal discrimination.

18. E-Verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Partnering Agencies warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). Each Partnering Agency has the right to inspect the documentation of the other Partnering Agencies to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of the Agreement by the non-breaching Partnering Agencies.
19. Notice. All notices, claims, requests, and demands under this Agreement shall be in writing and served in person by U.S. Mail, registered or certified, return receipt, postage prepaid, to the addresses set forth below or at such other address as shall be indicated in writing by such Party. Service by certified mail shall be deemed to occur three (3) business days after being placed in the U.S. Mail, properly addressed with sufficient postage. In-person notice shall be deemed received when delivered to such Party. Any notice required to be given under this Agreement shall be provided to all Partnering Agencies.

If to Goodyear:	City of Goodyear 190 N. Litchfield Road Goodyear, AZ 85338 Attn.: Julie Arendall, City Manager Copy to: Roric Massey, City Attorney
If to Peoria:	City of Peoria 8401 W. Monroe Street Peoria, AZ 85345 Attn: Jeff Tyne, City Manager Copy to: Vanessa Hickman, City Attorney
If to Surprise:	City of Surprise 16000 N. Civic Center Plaza Surprise, AZ 85374 Attn: Michael Frazier, City Manager Copy to: Robert Wingo, City Attorney

20. Governing Law. The laws of the State of Arizona shall govern this Agreement. Any suit or action pertaining to this Agreement shall be brought in the Maricopa County Superior Court.
21. Arbitration. In accordance with ARS § 12-1518, the Partnering Agencies to agree to resolve all disputes arising out of or relating to this Agreement through arbitration after exhausting applicable administrative review, except as may be required by other applicable statutes.
22. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A counterpart being brought forward by a Party for approval by its legislative body or equivalent shall be signed and executed in accordance with that Party's practice. Neither a

signature nor a signature line for every Party shall be required in each counterpart. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Partnering Agencies may be physically attached to a single document.

23. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of a Party, the Agreement will promptly be physically amended to make such insertion or correction.
24. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
25. Entire Agreement; Interpretation; Parole Evidence. This Agreement represents the entire agreement of the Partnering Agencies with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any party except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement.
26. Assignment. No right or interest in this Agreement shall be assigned or delegated by a Party to this Agreement without prior, written permission of each Party, signed by persons duly authorized to enter into contracts on behalf of the Partnering Agencies.
27. Legal Obligations. This Agreement does not relieve any Party of any obligation or responsibility imposed upon it by law.

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this ____ day of _____, 2020.

CITY OF GOODYEAR

By: _____

Its: _____

Date: _____, 20____

Attest: _____

City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City Attorney

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this ____ day of _____, 2020.

CITY OF PEORIA

By: _____

Its: _____

Date: _____

Attest: _____

City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City Attorney

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this ____ day of _____, 2020.

CITY OF SURPRISE

By: _____

Its: _____

Date: _____

Attest: _____

City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City Attorney

RESOLUTION # 2020-109

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN AMENDMED AND RESTATED INTERGOVERNMENTAL AGREEMENT WITH LOCAL FIRE DEPARTMENTS TO CONTINUE A COMMUNITY PARAMEDICINE PROGRAM WITH GRANT FUNDING FROM UNITED HEALTHCARE SERVICES INC. AND AMEND THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF \$30,200 WITHIN THE GRANTS/CONTINGENCY FUND.

WHEREAS, it is desirable that the City of Surprise and other public agencies are constantly reviewing service delivery and attempting to address health care gaps;

WHEREAS, the cities of Goodyear, Peoria and Surprise ("Participating Agencies") previously developed a regional paramedicine service delivery and education program, addressing patients who are high frequency users of the 911 system;

WHEREAS, United Healthcare Services, Inc. had provided grant funding in the amount of \$175,000 to be allocated between the participating agencies over two years for the reimbursement of overtime and training costs incurred as a result of this cooperative project;

WHEREAS, the portion of grant funding remaining for FY2021 is \$89,000 and the amount allocated to the City of Surprise Fire-Medical department is estimated to be \$50,000;

WHEREAS, the FY2021 budget was adopted by Council Resolution 2020-63 on June 2, 2020;

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, 2020 through June 30, 2021.

Section 2. The City is hereby authorized to enter into an Intergovernmental Agreement to continue the development, training and operations relative to the Community Paramedicine Program. The City Manager or his designees is authorized to

conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said agreements.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2019-109
Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriations in the amount of \$30,200 within the Grants Fund to continue the Community Paramedicine Program with the Cities of Peoria and Goodyear. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Fire - Medical	#G34160 FY 18 Community Paramedicine	E	19,800	30,200	50,000
Grants	General Operations	Contingency	E	24,636,200	(30,200)	24,606,000
Grants	Fire - Medical	#G34160 FY 18 Community Paramedicine	R	19,800	30,200	50,000
Grants	General Operations	Other	R	24,636,200	(30,200)	24,606,000
Expense Total				24,656,000	-	24,656,000
Revenue Total				24,656,000	-	24,656,000



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 15, 2020 Contact Person: Rob Kuhfuss
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Revised Preliminary Plat entitled, “A Portion of Unit N - Phase 2 - Toll at Prasada” an approximately 15.8 acre property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue; Case FS20-117.

Motion:

I move to approve the Revised Preliminary Plat entitled “A Portion of Unit N-Phase 2-Toll at Prasada” subject to stipulations “a” through “c”.

Background:

The subject request involves a revised Preliminary Plat for a portion of Unit N of the Toll at Prasada project. Unit N was included in the original Toll at Prasada Preliminary Plat approved under case FS17-394 and was depicted in said Preliminary Plat a single development parcel within Phase II. A subsequent Master Plat covering Phase II was submitted under FS19-061; however, that Master Plat was continued on two occasions by the City Council at the owner’s request. This does not, however, hinder the applicant’s ability to proceed with the revised Preliminary Plat as proposed. The proposed Preliminary Plat includes 64 lots and 14 tracts and anticipates five (5) lot products. The Planning and Zoning Commission recommended approval of the proposed Preliminary Plat subject to staff-recommended stipulations “a” through “c”.

Objective Analysis:

The subject Preliminary Plat meets the requirements of the Prasada PAD, in addition to other requirements as set forth in the SUDC. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 4.05 DU/Ac, the project most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan in this regard. The site also lies within the 0-6 DU/Ac. ribbon of the Luke Air Force Base Graduated Density Concept and is consistent with the GDC.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 FS20-117 Toll at Prasada Unit N Revised Preliminary Plat 09-15-20 CC Staff Report
 2. 01 FS20-117 Toll at Prasada Unit N Revised Preliminary Plat Vicinity Map
 3. 02 FS20-117 Toll at Prasada Unit N Revised Preliminary Plat Case Map
 4. 03 FS20-117 Toll at Prasada Unit N Revised Preliminary Plat
 5. 04 FS20-117 Toll at Prasada Unit N Preliminary Landscape Plans
 6. FS20-117 Toll at Prasada Unit N 09-15-20 CC Preliminary Plat Presentation
-

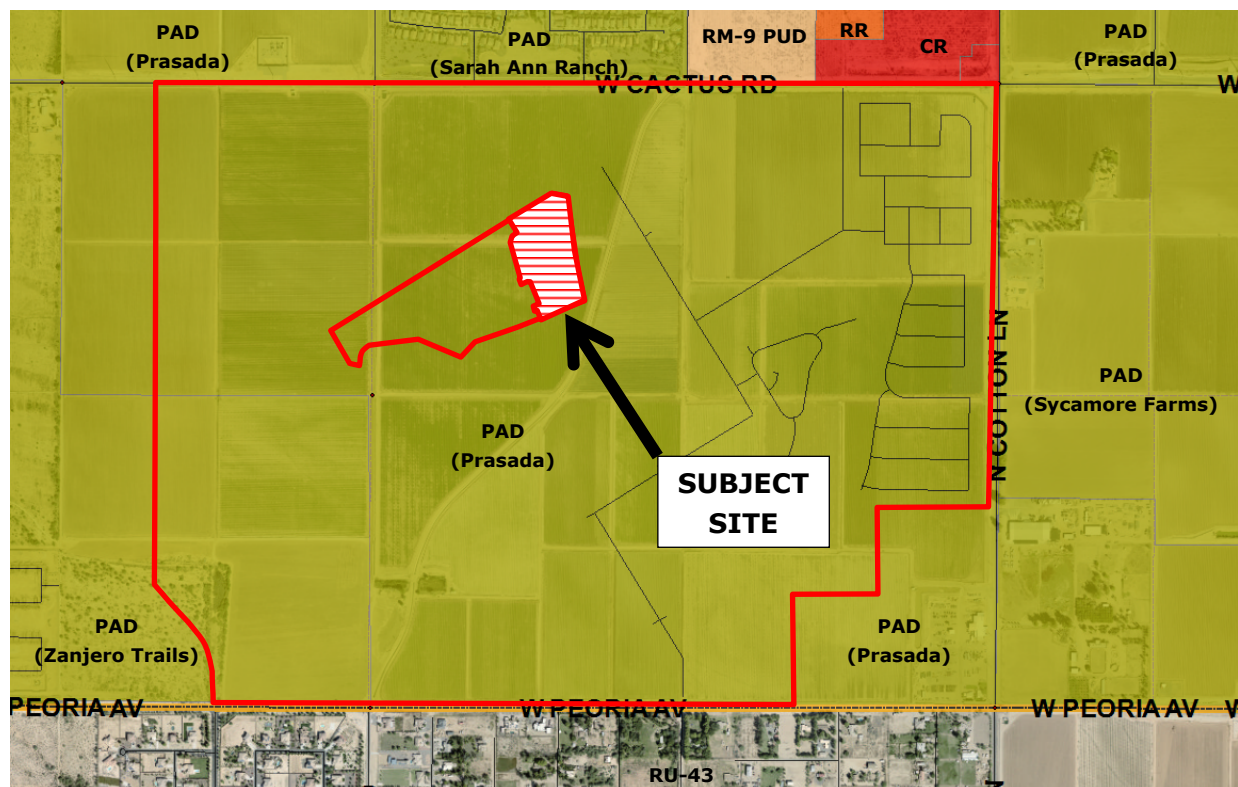
1 **Case:** FS20-117
2
3 **Project Name:** Toll at Prasada Unit N Revised Preliminary Plat
4
5 **Council District:** 3 - Mesquite
6
7 **Meeting Date:** September 15, 2020
8
9 **Planner:** Robert H. Kuhfuss, AICP
10
11
12 **Owner:** Toll Prasada, LLC
13
14 **Applicant:** Aaron Insco of Toll Bros, Inc.
15
16 **Request:** Revised Preliminary Plat for Toll at Prasada Unit N in the Prasada PAD
17
18 **Site Location:** Generally located west of Cotton Lane, between Cactus Road and
19 Peoria Avenue
20
21 **Area:** 15.8 acres net (approx.)
22
23 **Density:** 4.05 DU/Ac. net (approx.)
24
25 **General Plan Conformance:** The proposal is consistent with the Surprise General Plan 2035
26
27 **Support/Opposition:** None known
28
29 **Commission**
30 **Recommendation:** **Approve**, subject to stipulations "a" through "c"
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PROJECT DESCRIPTION:

The subject request involves a revised Preliminary Plat for a portion of Unit N of the Toll at Prasada project. Unit N was included in the original Toll at Prasada Preliminary Plat approved under case FS17-394 and was depicted in said Preliminary Plat a single development parcel within Phase II. A subsequent Master Plat covering Phase II was submitted under FS19-061; however, that Master Plat was continued on two occasions by the City Council at the owner's request. This does not, however, hinder the applicant's ability to proceed with the revised Preliminary Plat as proposed. The proposed Preliminary Plat includes 64 lots and 14 tracts and anticipates five (5) lot products.

EXISTING ZONING:

The following map depicts the existing zoning of the subject site and its surrounds.



BACKGROUND:

June 22, 2006: The City Council approved the original Prasada PAD under case PAD05-465.

December 21, 2016: Staff approved a Minor Amendment to the Lake Village portion of the Prasada PAD under case FS16-400 for the purpose of revising the Lake Village land plan and development standards.

February 12, 2018: Staff approved a Minor Amendment to the Toll Brothers' portion of the Prasada Lake Village under case FS17-587 for the purpose of revising specific development standards related to the Toll Brothers development.

April 17, 2018: The City Council approved the original Preliminary Plat for Toll at Prasada under case FS17-394. Said Preliminary Plat included lotting for Units A, B, and D, while leaving a number of un-lotted parcels to be configured at a later date.

January 15, 2019: The City Council approved the Final Plat for Toll at Prasada Phase I Infrastructure under case FS18-290. This Final Plat was a "Master Plat" that included numerous development parcels and tracts, but did not include the subject parcel (Unit N).

January 18, 2019: The applicant filed a request for the Phase II Infrastructure Plat under case FS19-061. The Phase II Infrastructure Plat was scheduled for City Council on August 6, 2019 and on September 5, 2019; however, in both instances, the case was continued at the request of the applicant.

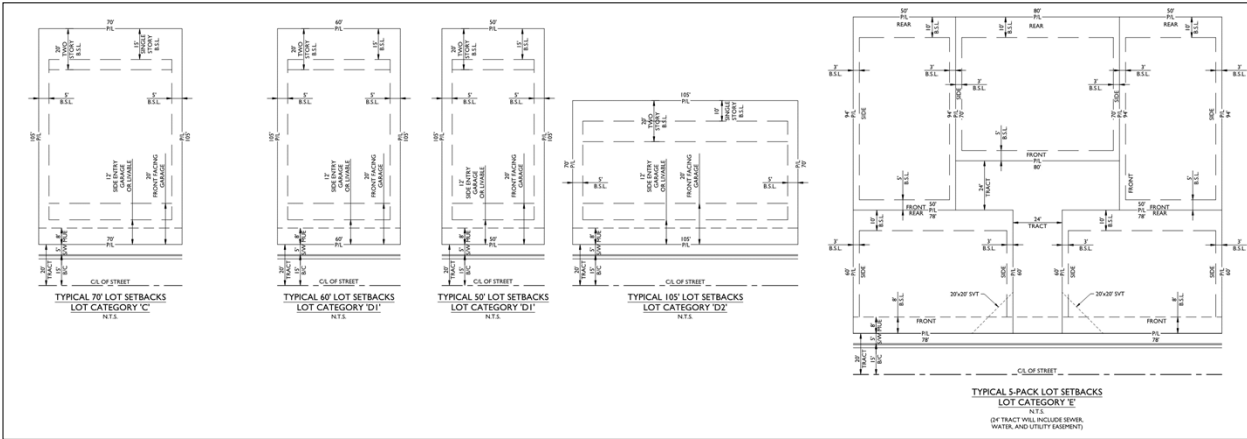
February 14, 2020: The applicant filed a request for a revised Preliminary Plat for a portion of Unit N under case FS20-117, the subject case.

August 20, 2010: The Planning and Zoning Commission recommended approval of the subject request subject to staff-recommended stipulations "a" through "c".

ANALYSIS AND DISCUSSION:

The original Preliminary Plat approved under FS17-394 anticipated a total of 2,207 lots for the larger Toll at Prasada project; however, the exact configuration of the lots outside of the initial phase of development had not been finalized by the time the related Phase 1 Infrastructure Plat (FS18-290) was ready to move forward. In order to keep the project moving forward, the Phase 1 Infrastructure Plat was approved with Unit N shown as a single parcel. The parcel configuration of Parcel N is depicted below.

104 The proposed subdivision anticipates five (5) Lot Categories. These include Lot Category C, two (2)
 105 configurations of Lot Category D1, Lot Category D2, plus five (5) cluster configurations under Lot
 106 Category E, all of which are consistent with the approved PAD zoning.
 107



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UTILITY AND SERVICES TABLE:

Electric:	Arizona Public Service
Water:	EPCOR
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	Southwest Gas
Irrigation:	Maricopa Water District
Schools:	Dysart USD

112
 113
 114

CONFORMANCE WITH ADOPTED PLANS:

115 **Surprise General Plan 2035:** The Surprise General Plan 2035 shows the subject property as lying
 116 within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac
 117 or more, provided appropriate transitions are made between the various Neighborhood types
 118 included within the character area. At 4.05 DU/Ac, the project most closely aligns with the Suburban
 119 Neighborhood type and is consistent with the General Plan in this regard. The site also lies within the
 120 0-6 DU/Ac. ribbon of the Luke Air Force Base Graduated Density Concept and is consistent with the
 121 GDC.

122

REVIEWING AGENCIES:

124

125 The subject request was routed to the standard reviewing agencies, who offered the following
 126 comments:

127

Flood Control District of Maricopa County (FCDMC): In an email dated February 20, 2020, FCDMC offered minor comments pertaining to the Flood Zone determination, but indicated no objection to the request.

Maricopa Water District (MWD): In an email dated February 19, 2020, MWD stated the project is located within an area included in the Toll at Prasada Development and Water Delivery Agreement between MWD and the original developer/landowner.

Arizona Department of Transportation (ADOT): In an email dated March 3, 2020, ADOT indicated they had no comments. ADOT stated they the project was more than ½ mile from Loop 303 and would not have a significant impact on the state’s system.

Luke Air Force Base (LAFB): In a memo dated February 26, 2020, LAFB stated the request will not negatively impact flight operations, but recommends a strong notification program.

Summary:

The subject Preliminary Plat meets the requirements of the Prasada PAD, in addition to other requirements as set forth in the SUDC. All city reviewing departments have reviewed the request and expressed no concerns.

Findings:

- The proposed Preliminary Plat is consistent with the Surprise General Plan.
- The proposed Preliminary Plat is consistent with the Prasada PAD.
- The reviewing agencies have indicated no objections.

Commission Recommendation:

Based on the findings noted above, the Commission moved to recommend **approval** of the subject Preliminary Plat request to the City Council, subject to stipulations ‘a’ through ‘c’ as outlined below:

- a. Development and use of the site shall be consistent with the Preliminary Plat entitled “Revised Preliminary Plat for a Portion of Unit N - Phase 2 - Toll at Prasada”, consisting of six (6) sheets prepared by EPS Group and stamped received June 22, 2020.
- b. Landscaping of the site shall be consistent with the Landscape Plan entitled “Prasada - Unit N - Phase 1 (Eastern Section)”, consisting of six (6) sheets prepared by Greey|Pickett and stamped received May 1, 2020.
- c. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

172 However, should the Council wish to deny the request, the Council should make its own findings and
173 base its decision on those alternative findings.

174

175 **Attachments:**

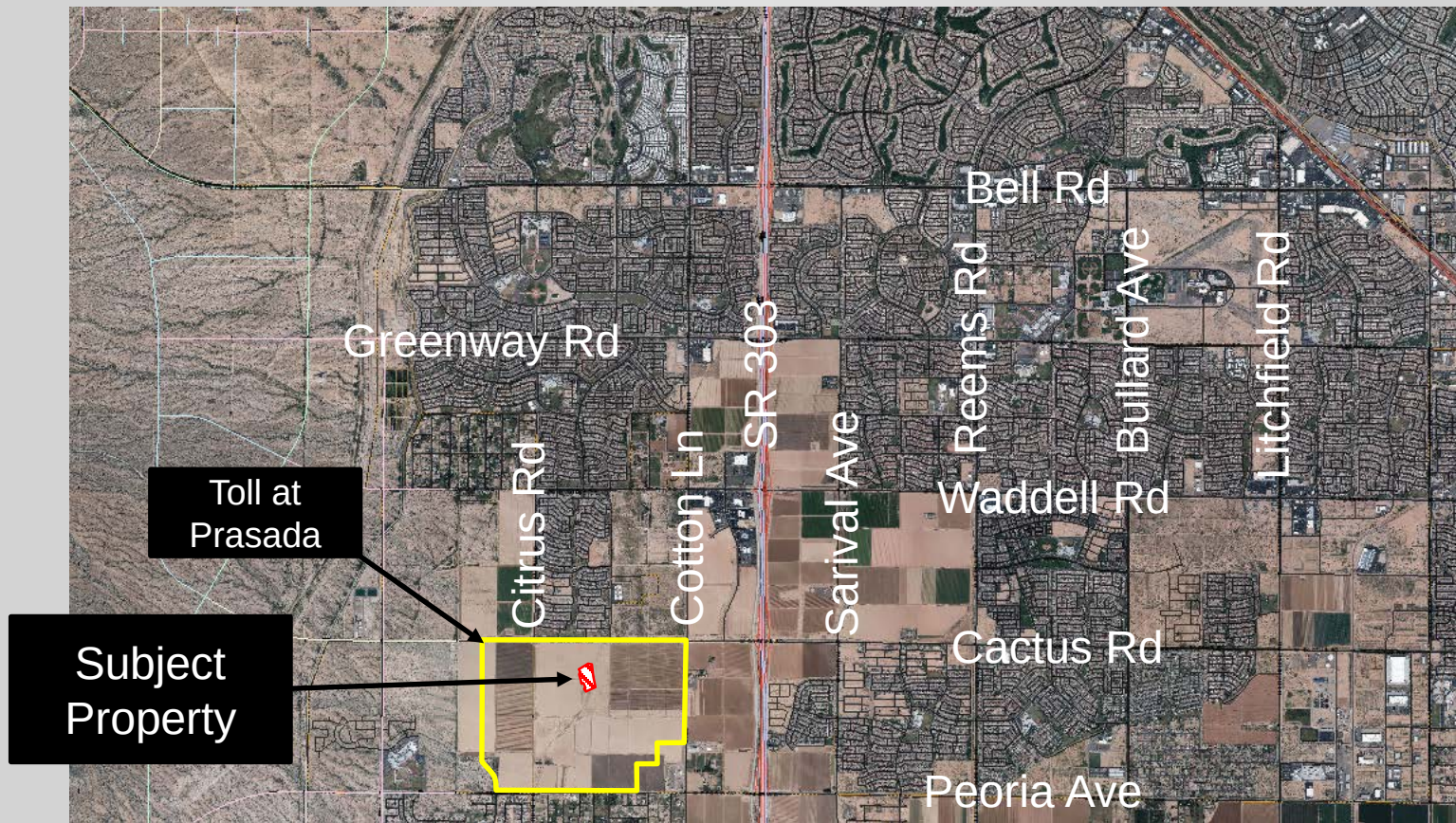
176

177 01 Toll at Prasada Unit N Vicinity Map

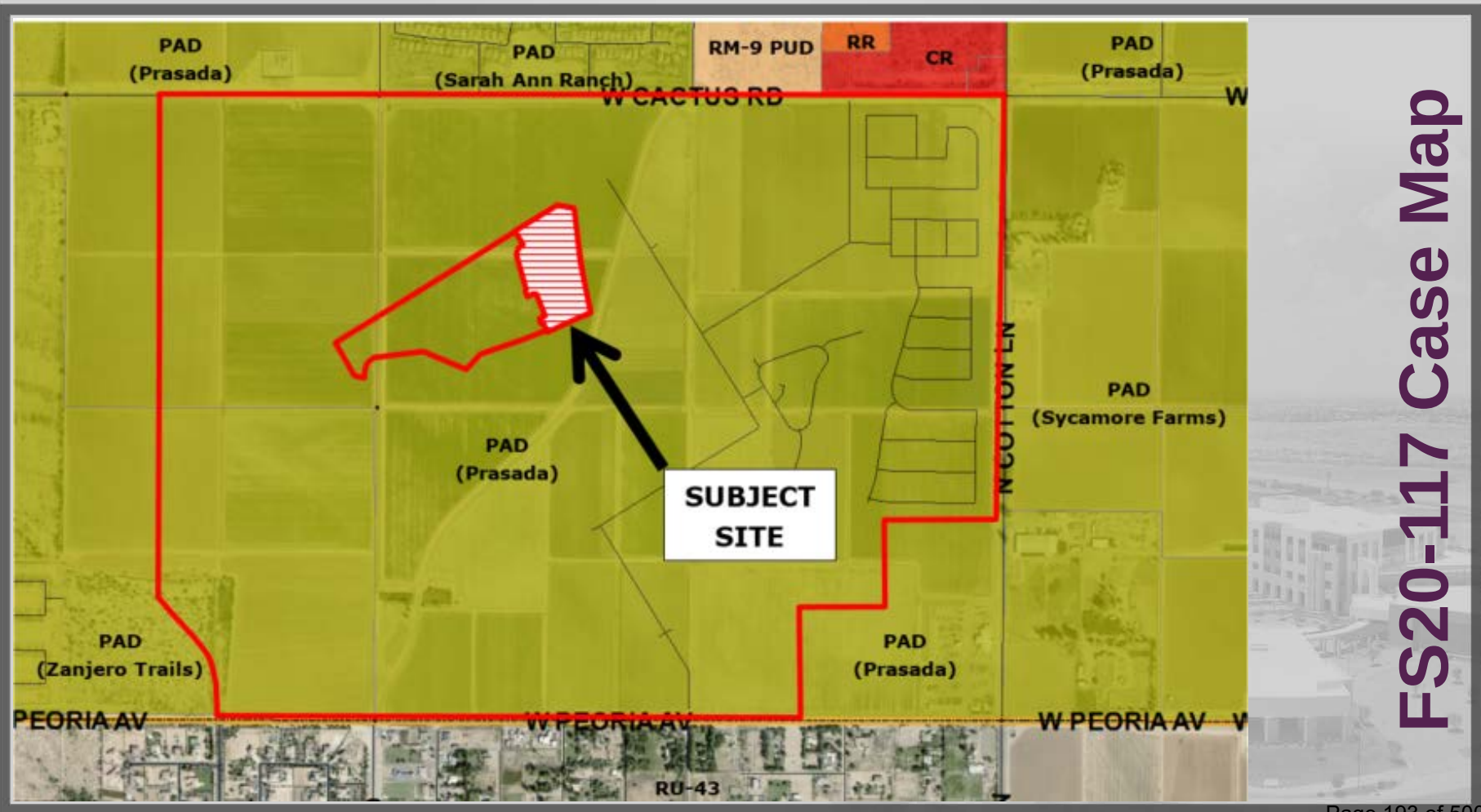
178 02 Toll at Prasada Unit N Case Map

179 03 Toll at Prasada Unit N Preliminary Plat

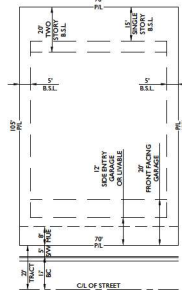
180 04 Toll at Prasada Unit N Preliminary Landscape Plans



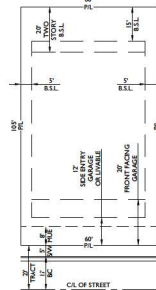
FS20-117 Vicinity Map



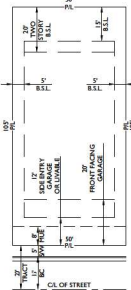
FS20-117 Case Map



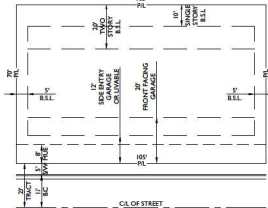
TYPICAL 70' LOT SETBACKS
LOT CATEGORY 'C'
N.T.S.



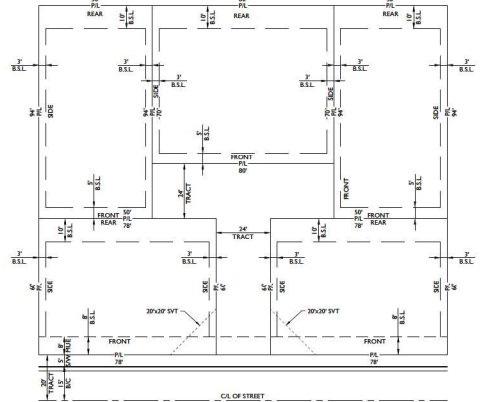
TYPICAL 60' LOT SETBACKS
LOT CATEGORY 'DI'
N.T.S.



TYPICAL 50' LOT SETBACKS
LOT CATEGORY 'DI'
N.T.S.



TYPICAL 105' LOT SETBACKS
LOT CATEGORY 'D2'
N.T.S.



TYPICAL 5-PACK LOT SETBACKS
LOT CATEGORY 'E'
N.T.S.
(24' TRACT WILL INCLUDE SEWER,
WATER, AND UTILITY EASEMENT)

Development standard C - FS16-40		
Zoning District	PLV-1	PLV-2
Minimum Lot Size		7,000 Square Feet
Minimum Lot Width		65 Feet ⁽¹⁾
Minimum Building Setbacks		
Front ⁽²⁾		
First facing garage (measured from back of sidewalk to face of garage line)	20 Feet	
Side entry garage, porch or driveway ⁽³⁾	12 Feet	
Side ⁽⁴⁾	5 Feet ⁽⁵⁾	5 Feet ⁽⁵⁾
Rear ⁽⁶⁾	20 Feet (2 Storey)	20 Feet (1 Storey)
Maximum Building Height ⁽⁷⁾	35 Feet	
Notes		
1. Lot widths may range from 65 feet to 80 feet, with lot areas from 7,000 to 20,000 square feet. 2. Unless stated otherwise, all setbacks are measured from the property line. All setbacks are subject to the requirements of the applicable Building Code and Code of Ordinances adopted by the City of Saskatoon. 3. Driveway side entry garage, porch and first landing line shall offset by 10 feet on the standard 4 foot side sidewalk with a minimum 8 foot landing line on the street side adjacent to the sidewalk. The sidewalk set back shall be maintained by the owner of the property. 4. Prohibitive features such as, but not limited to, covered patios and porches. 5. Glassless, fire witheldown, shadow boxes, and pilchers, and other signage, can encroach up to 3 feet into the front or rear setbacks and 3 feet into the side setbacks. 6. Driveway side entry garages or attached garages that face a corner side shall provide a 10 foot setback side entry with 30 foot deep driveway parking lot located on the sidewalk. 7. Covered patios may encroach up to 3 feet into the rear setback. 8. The maximum height shall be measured from the finished finish on the top of the parapet or highest point of the roofline.		

Development Standard D-1: FST-57.2	
Zoning District	PLV1 FST-57.2
Minimum Lot Width	8,000 Square Feet
Minimum Lot Width	43 Feet ⁽¹⁾
Minimum Building Setbacks ⁽²⁾	
Front ⁽³⁾	
Front or side facing garage (measured from back of vehicle to front of garage door): 20 Feet	
Side entry garage, porch or driveway (year) ⁽⁴⁾	12 Feet
Side ⁽⁵⁾	8 Feet ⁽⁵⁾
Maximum ⁽⁶⁾	20 Feet (3 Stairs) 15 Feet (1 Stair)
Rear ⁽⁷⁾	
Building Height ⁽⁸⁾	35 Feet
Notes	
(1) Special engineered lot widths may range from 43 feet to 63 feet, with the area between 43 and 63 feet.	
(2) A 5-foot shoulder (to configuration is permitted, indicated by the street entry door as the front of the front driveway).	
(3) Setbacks shall be measured from the front of the building.	
(4) Unless stated otherwise, all setbacks are measured from the property line. All setbacks are subject to the requirements of the applicable Building Code and Fire Code.	
(5) The minimum side yard setback for corner lots shall either be 12 feet or the standard 5 foot setback, whichever is greater, but not less than the side street setback.	
(6) The minimum side yard setback shall be maintained by the Street Driveway Enclosure. Architectural features such as, but not limited to, covered patios and porches (including pergolas) shall be measured from the front of the building.	
(7) Setbacks shall be measured from the front of the building and 3 feet into the front or side setbacks and 3 feet into the side setbacks.	
(8) Porches, the front of the building or attached garage for a corner site shall provide for a minimum 12 feet by 20 foot deep driveway parking pad, without encroaching on the street, between the front of the building with a side street setback of 12 feet. Encroachments that an adequate lot frontage for vehicular turning movements.	
(9) Covered patios may encroach up to 3 feet into the rear setback.	
(10) Setbacks shall be measured from the finished finish on the top of the parapet or highest finished surface.	

[illegible]

Development Standard E - FSI-7587		
Zoning District:	PLV-1	PLV-2
Minimum Lot Area:		2,100 Square Feet
Minimum Building Setbacks⁽¹⁾		
Front ⁽²⁾⁽¹⁶⁾	5 Feet	
Front-facing garage (measured from back of sidewalk to face of garage door) 10 Feet		
Porch or Living Space	5 Feet	
Side ⁽¹⁶⁾⁽¹⁷⁾	0 Feet / 3 Feet	
Rear ⁽¹⁶⁾⁽¹⁸⁾	10 Feet	
Maximum Building Height⁽¹⁹⁾		
	35 Feet	
Notes:		
1) Unless stated otherwise, all setbacks are measured from the property line. All setbacks are subject to the requirements of the applicable Building and Fire Code adopted by the City of Sturgis. 2) Architectural features such as, but not limited to fireplaces, bay windows, shadow boxes, porches, and other appendages, are measured up to 2 feet from front, side and rear yard setbacks. 3) Side setbacks for "Z"-Lot and "Q"-Lots shall be 5' adjacent to "R" minimum at shared use. 4) "Set Back" from alley, ROW or shared driveway to face of garage. 5) Building height is measured from the finished floor to the top of the parapet or highest point of the roofline. 6) Covered patios may encroach up to 2 feet into the rear setback.		

APN: 502-04-01/P
TOLL PRASADA LLC
MCR 2018-0556434

W. Dana Point Boulevard

N. Honeyville Street

W. San Marcos Street

N. Folsom Street

W. Piperton Street

N. McKinnon Street

818

Match Sheet 5

APN: 502-04-01/P
TOLL PRASADA LLC
MCR 2018-0556434

MCR 2019-0046662
BK 1435, PG 36

KEY MAP
NOT TO SCALE

NOTE: THIS SITE IS THE PHASE 2 MODEL HOME COMPLEX. ALL VEHICULAR ACCESS WILL BE LIMITED FOR EMERGENCY ACCESS ONLY. POTENTIAL HOME BUYERS WILL PARK AT THE CLUBHOUSE, AND WILL EITHER WALK OR BE TRANSPORTED VIA GOLF CART TO THE MODEL COMPLEX.

TYPICAL S.V.T. EASEMENT
PER CITY OF SURPRISE STANDARD DETAIL 4-02

TYPICAL S.P.A.C.K. S.V.T. EASEMENT

LINETYPE LEGEND

- MATCH LINE
- BOUNDARY LINE
- RIGHT OF WAY LINE
- GOLF TRACT BOUNDARY LINE

16-339
PP01
Sheet No. 4 of 6

16-339 - UNIT N - PHASE 2 - PRELIMINARY PLAT



16-339 - UNIT N - PHASE 2 - PRELIMINARY PLAT

Apr. 20, 2020 10:57 AM S:\MyData\16-339\16-339 Unit N\Drawings\16-339 - Unit N Phase 2 - Prelim.dwg User: A:\Users\N\MyData\16-339\16-339 Unit N\Drawings\16-339 - Unit N Phase 2 - Prelim.dwg

16-339

LOT AREA TABLE			
LOT #	AREA (SQ)	AREA (ACS)	LOT CATEGORY
1181	10.877	0.2313	C
1182	7.441	0.1754	D1
1183	7.831	0.1614	D1
1184	6.778	0.1554	D1
1185	8.854	0.1849	C
1186	13.469	0.3092	D1
1187	12.335	0.2822	D1
1188	4.486	0.1015	D1
1189	7.790	0.1768	C
1190	7.790	0.1768	C
1191	12.154	0.2791	D2
1192	12.480	0.2911	D2
1193	7.749	0.1779	C
1194	7.793	0.1768	C
1195	6.400	0.1515	D1
1196	6.400	0.1515	D1
1197	7.790	0.1768	C
1198	9.914	0.2276	D1
1199	12.267	0.2768	D2
1200	12.100	0.2778	D2

LOT AREA TABLE			
LOT #	AREA (SQ)	AREA (ACS)	LOT CATEGORY
1121	7.790	0.1768	C
1122	7.790	0.1768	C
1123	6.400	0.1515	D1
1124	6.400	0.1515	D1
1125	5.400	0.1253	E
1126	4.700	0.1079	E
1127	5.400	0.1253	E
1128	4.700	0.1079	E
1129	5.400	0.1253	E
1130	5.500	0.1263	D1
1131	5.500	0.1263	D1
1132	5.500	0.1263	D1
1133	8.717	0.2081	D2
1134	6.471	0.1486	D1
1135	5.500	0.1263	D1
1136	5.500	0.1263	D1
1137	6.399	0.1506	D1
1138	5.400	0.1253	E
1139	4.700	0.1079	E
1140	5.400	0.1253	E

LOT AREA TABLE			
LOT #	AREA (SQ)	AREA (ACS)	LOT CATEGORY
1141	4.700	0.1079	E
1142	5.273	0.1211	E
1143	5.476	0.1257	D1
1144	5.497	0.1263	D1
1145	5.500	0.1263	D1
1146	5.500	0.1263	D1
1147	6.400	0.1515	D1
1148	6.400	0.1515	D1
1149	5.500	0.1263	D1
1150	5.449	0.1251	D1
1151	5.461	0.1254	D1
1152	6.403	0.1520	D1
1153	5.543	0.1272	D1
1154	5.542	0.1272	D1
1155	5.542	0.1272	D1
1156	5.542	0.1272	D1
1157	6.400	0.1522	D1
1158	6.395	0.1490	D1
1159	4.661	0.1057	D1
1160	5.543	0.1272	D1

LOT AREA TABLE			
LOT #	AREA (SQ)	AREA (ACS)	LOT CATEGORY
1161	5.543	0.1272	D1
1162	5.543	0.1272	D1
1163	5.543	0.1272	D1
1164	6.401	0.1527	D1

TRACT USE TABLE			
TRACT	USE	AREA (SQ)	AREA (ACS)
TRACT N-A	LANDSCAPE, OPEN SPACE, WATER EASEMENT, SEWER EASEMENT	12247	0.281
TRACT N-B	LANDSCAPE, OPEN SPACE	15495	0.360
TRACT N-C	LANDSCAPE, OPEN SPACE	4602	0.207
TRACT N-D	LANDSCAPE, OPEN SPACE, STORM DRAIN	3185	0.073
TRACT N-E	LANDSCAPE, OPEN SPACE, STORM DRAIN	4651	0.153
TRACT N-F	LANDSCAPE, OPEN SPACE	12763	0.293
TRACT N-G	LANDSCAPE, OPEN SPACE	7188	0.163
TRACT N-H	LANDSCAPE, OPEN SPACE	5369	0.123
TRACT N-I	LANDSCAPE, OPEN SPACE	22664	0.520
TRACT N-J	LANDSCAPE, OPEN SPACE	516	0.012
TRACT N-K	LANDSCAPE, OPEN SPACE	140	0.004
TRACT N-L	SHARED DRIVEWAY	3600	0.083
TRACT N-M	SHARED DRIVEWAY	3384	0.080
TRACT N-P	PRIVATE STREET TRACT, PUBLIC UTILITY EASEMENT	14685	0.338

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	0.79	620.00	0.79	00°03'55"
C2	30.33	620.00	30.33	00°12'15"
C3	70.38	620.00	70.38	00°23'42"
C4	60.04	620.00	60.01	00°22'54"
C5	60.45	620.00	60.42	00°23'51"
C6	41.47	620.00	41.44	00°24'00"
C7	16.22	620.00	16.22	00°23'55"
C8	6.80	495.00	6.80	00°47'14"
C9	55.99	495.00	55.96	00°28'52"
C10	41.37	50.00	40.30	04°24'59"
C11	41.37	50.00	40.30	04°24'59"
C12	34.73	20.00	35.53	09°09'50"
C13	44.94	4960.00	44.94	00°04'50"
C14	78.01	4960.00	78.01	00°04'50"
C15	34.01	4960.00	34.01	00°04'50"
C16	78.00	4960.00	78.00	00°04'50"
C17	31.99	4960.00	31.99	00°22'10"
C18	50.00	4960.00	50.00	00°24'33"
C19	42.73	4960.00	42.73	00°25'53"
C20	10.44	220.00	10.44	00°24'03"

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C21	13.69	220.00	13.69	00°13'58"
C22	129.02	535.00	128.71	01°34'00"
C23	41.40	20.00	34.39	11°33'56"
C24	3.54	4400.00	3.54	00°01'53"
C25	59.72	4400.00	59.72	00°04'50"
C26	49.78	4400.00	49.78	00°03'12"
C27	49.78	4400.00	49.78	00°03'12"
C28	49.78	4400.00	49.78	00°03'12"
C29	49.78	4400.00	49.78	00°03'12"
C30	49.78	4400.00	49.78	00°03'12"
C31	59.72	4400.00	59.72	00°04'50"
C32	18.74	4500.00	18.74	00°14'42"
C33	40.80	4500.00	40.80	00°03'57"
C34	31.30	4500.00	31.30	00°10'53"
C35	38.54	4500.00	38.54	00°08'52"
C36	12.40	4500.00	12.40	00°09'20"
C37	37.32	4500.00	37.32	00°07'57"
C38	13.68	4500.00	13.68	00°10'13"
C39	36.10	4500.00	36.10	00°27'02"
C40	14.92	4500.00	14.92	00°11'09"
C41	34.89	4500.00	34.89	00°24'50"

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C42	16.11	4500.00	16.11	00°12'04"
C43	31.61	4500.00	31.61	00°23'13"
C44	27.33	4500.00	27.33	00°20'32"
C45	24.64	4500.00	24.64	00°18'01"
C46	58.53	4500.00	58.53	00°42'40"
C47	41.17	4500.00	41.17	00°44'42"
C48	50.98	4500.00	50.98	00°37'17"
C49	50.98	4500.00	50.98	00°37'17"
C50	50.98	4500.00	50.98	00°37'17"
C51	50.98	4500.00	50.98	00°37'17"
C52	38.19	4500.00	38.19	00°30'52"
C53	44.81	50.00	41.22	07°39'35"
C54	39.87	4440.00	39.77	00°38'30"
C55	38.22	39.00	35.95	00°35'12"
C56	16.94	12.00	15.57	00°53'12"
C57	39.22	4433.00	39.12	00°43'38"
C58	76.57	58.00	71.13	07°38'35"
C59	18.05	12.00	16.97	09°00'00"
C60	31.42	30.00	28.38	09°00'00"
C61	89.82	4540.00	89.82	00°30'50"

LINE TABLE		
LINE	LENGTH	BEARING
L1	3.38	N48°10'11"E
L2	31.64	07°17'04"W
L3	33.96	N48°10'11"E
L4	16.54	N16°48'00"W
L5	32.38	N53°18'52"W
L6	26.14	N48°10'11"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C62	198.51	4740.00	198.49	00°23'58"
C63	48.86	4740.00	48.86	00°23'58"
C64	41.76	4740.00	41.76	00°23'51"
C65	44.62	5000.00	44.62	00°23'52"
C66	70.01	5000.00	70.01	00°24'00"
C67	108.50	5000.00	108.50	00°24'43"
C68	28.50	5000.00	28.50	00°23'52"
C69	110.01	5000.00	110.01	00°23'58"
C70	9.08	5000.00	9.08	00°26'13"
C71	99.13	240.00	98.53	02°15'04"
C72	88.12	210.00	87.58	02°15'09"
C73	31.00	20.00	27.99	08°48'31"
C74	29.58	20.00	26.96	08°44'11"
C75	31.20	20.00	28.14	09°49'02"
C76	31.59	20.00	28.41	09°29'44"
C77	27.99	50.00	27.23	03°23'13"
C78	21.12	50.00	20.87	02°41'21"
C79	21.87	50.00	21.65	02°30'34"
C80	28.22	20.00	25.93	08°53'06"
C81	39.35	180.00	39.00	01°18'13"

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C82	104.87	180.00	103.30	03°08'46"
C83	121.29	300.00	120.47	02°39'54"
C84	31.48	20.00	28.31	00°11'01"
C85	31.48	20.00	29.31	09°53'08"
C86	196.67	180.00	195.14	01°22'10"
C87	34.80	20.00	32.24	07°10'12"
C88	274.42	4500.00	274.34	00°19'51"
C89	285.40	4200.00	284.78	02°04'46"
C90	62.79	495.00	62.73	00°16'00"
C91	24.20	220.00	24.24	00°02'50"
C92	378.95	4740.00	378.85	00°43'40"
C93	70.54	50.00	64.84	08°05'00"
C94	82.72	50.00	73.61	04°48'19"
C95	272.73	5000.00	272.64	00°14'10"
C96	363.74	4960.00	363.60	00°16'10"
C97	26.33	20.00	24.50	07°53'29"
C98	25.40	4400.00	25.40	00°19'22"
C99	346.58	4400.00	346.49	00°42'57"
C100	117.82	210.00	116.28	03°20'40"
C101	113.61	280.00	112.94	02°13'30"

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C102	412.78	4720.00	412.64	00°24'14"
C103	49.31	390.00	49.19	01°43'54"
C104	418.88	4440.00	418.72	00°23'52"
C105	371.23	4980.00	371.15	00°41'14"
C106	64.96	40.00	59.41	09°55'58"
C107	233.42	600.00	232.14	02°18'34"
C108	24.78	480.00	24.77	00°19'12"
C109	124.31	515.00	124.01	01°24'49"
C110	26.41	515.00	26.41	00°25'41"

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EPS GROUP

TOLL AT PRASADA
UNIT N - PHASE 2 - PRELIMINARY PLAT
SURVEY, ARIZONA

Data Tables

Project

Drawings

Revisions

Scale

Drawn by

JD

Checked by

JD

Job No.

16-339

Sheet No.

TB01

6

of 6

FS20-117

WEST OF COTTON LANE , SOUTH OF CACTUS ROAD
CITY OF SURPRISE PRE-PLAT LANDSCAPE PLANS

[illegible][illegible]

DEVELOPER:
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8767 E VIA DE VENTURA, SUITE 390
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TEL: (480) 314-6711
CONTACT: OSCAR DOMINGUEZ

LANDSCAPE ARCHITECT/PLANNER:
GREY | PICKETT
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SCOTTSDALE, AZ 85251
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CONTACT: WENDELL PICKETT

CIVIL ENGINEER:
EPS GROUP
1130 N Alma School Road, Suite 120
MESA, AZ 85201
PHONE: (480) 503-2250

[illegible]

3. CONTRACTOR SHALL GRASS TO MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES. REVIEW EROSION-PRONE PLANT FOR DRAINAGE.

4. FRESH GRASSING SHALL BE IN THE DIRECTION OF THE LANDSCAPE ARCHITECT. LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE SELECTION OF PLANTING.

5. GRADING FOR THE PROJECT INCLUDES THE FOLLOWING:

- A. GRADING OF EXISTING SURFACES SHALL BE REQUIRED TO PROVIDE SMOOTH, EVEN GRADE TRANSITION IN LANDSCAPE AREA.
- B. EXISTING AND FRESH GRASSING SHALL BE IN THE FOLLOWING AREAS:
 - 1. TORY AND ANNUAL AREAS (BY DESIGN).
 - 2. ALL AREAS (CAN BE GRASSING) AND CONCRETE AREAS.
- C. CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY CAULKS ENCOUNTERED ON EXISTING SURFACES. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND COORDINATE A SUITABLE LOCATION ON SITE TO DISPOSE OF THE CAULK MATERIAL. SHOULD A SUITABLE LOCATION ON SITE NOT BE, THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING A SUITABLE LOCATION ON SITE TO DISPOSE OF THE CAULK MATERIAL.
- D. FRESH GRADE OF ALL PLANTING AREAS IS TO BE 1.5' BELOW ADJACENT PAVING SURFACES.

6. REFERENCE CHART, HIGHERING DRAWINGS FOR GRADING AND DRAINAGE FLOWS. THE CONTRACTOR SHALL BE RESPONSIBLE THAT THESE ARE PROVIDED FOR AND NOT IMPAIRED WITH OBSTRUCTIONS.

7. THE CONTRACTOR IS RESPONSIBLE FOR GRADING ALL AREAS AT THE DIRECTION OF THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION OF PLANTING.

1. FOOTINGS, WALLS AND FENCES SHALL BE PLACED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.
2. REFER TO CIVIL PLANS PREPARED BY GEOGRAPHIC ENGINEERS FOR ALL INFORMATION REGARDING THE LOCATION OF THE PROPOSED CONCRETE DETAILS SHALL BE REVIEWED BY A STRUCTURAL ENGINEER AND MODIFIED IF NECESSARY.
3. ALL DIMENSIONS SHOWN ON THIS PLAN ARE BASED ON THE CIVIL PLAN SUBMITTED BY GEOGRAPHIC ENGINEERS. SHOULD DISCREPANCIES OCCUR, THE CIVIL PLAN SHALL BE REQUIRED TO BE CORRECTED.
4. THE CONTRACTOR SHALL HAVE SENSITIVE SURVEILED AND STAKED FOR REVIEW BY A LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
5. IN ADDITION TO SUBMITTING MATERIAL SAMPLES ON A LIST RELATED MATERIALS, THE CONTRACTOR SHALL PREPARE A 4X4 SAMPLE PANS FOR EACH TYPE OF CONCRETE TO BE USED. THE CONTRACTOR SHALL SUBMIT EXPOSED AGGREGATE (PAVING), C1 FIBERGLASS REINFORCED CONCRETE, C2 CONCRETE, BY THE CITY OF HOUSTON, TEXAS, FOR APPROVAL PRIOR TO FINAL CONSTRUCTION.
6. SAVED HEREIN ENTIRELY ON CONTRIBUTION DOCUMENTS OR NOTICES OF MATERIALS SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

ADDITIONAL GRAVEL BE-B-AP
1. INSTALL GRAVEL BE-B-AP IN ALL DEGRADE AREAS, AND WHERE INDICATED ON PLANS (TYPICAL). REFER TO MATERIALS SCHEDULE / PLANTING LEGEND FOR COLOR AND SIZE OF GRAVEL BE-B-AP.
2. CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
3. THE CONTRACTOR SHALL REFER TO CIVIL PLANS FOR ADDITIONAL INFORMATION.

DECOMPOSED GRAVEL
1. DECOMPOSED GRAVEL IS REQUIRED IN ALL PLANTING AREAS, EXCEPT AREAS OF TURF AND GRAVEL. REFER TO CIVIL AND GRAVEL PLANTING MATERIALS AND/OR SCHEDULE FOR GRAVEL SIZE AND MATERIALS SCHEDULE / PLANTING LEGEND.
2. ALL PLANTING AREAS SHALL RECEIVE A MINIMUM LAYER OF DECOMPOSED GRAVEL, THROUGHOUT (TYPICAL).
3. CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

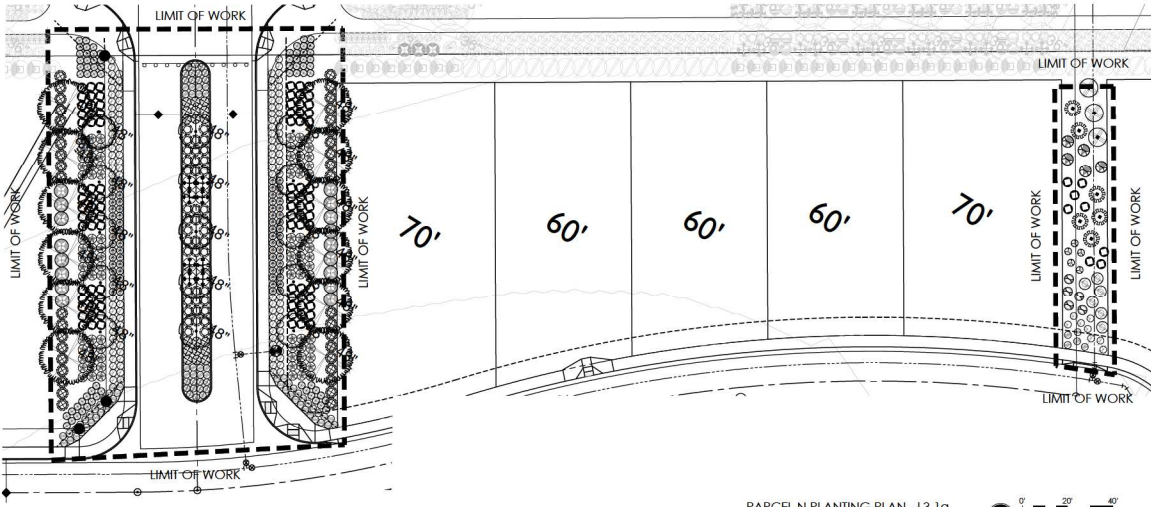
1. ALL SVTS WILL COMPLY WITH EDS DETAIL 4-01 AND 4-02
2. THE LOCATION AND HEIGHT OF PLANTS AND TREES SHALL COMPLY WITH COS EDS DETAIL 4-01 AND 4-02

Scale: 1/4" = 1'-0"

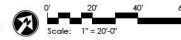
DECLAimed WATER CALCULATIONS:

RECEL N:	Regulated Acres	Annual Ac-Ft	Peak Flow GPM
1	X	X	X
2	X	X	X
3	X	X	X
4	X	X	X
5	X	X	X
6	X	X	X
7	X	X	X
8	X	X	X
9	X	X	X
10	X	X	X
11	X	X	X
12	X	X	X
13	X	X	X
14	X	X	X
15	X	X	X
16	X	X	X
17	X	X	X
18	X	X	X
19	X	X	X
20	X	X	X
21	X	X	X
22	X	X	X
23	X	X	X
24	X	X	X
25	X	X	X
26	X	X	X
27	X	X	X
28	X	X	X
29	X	X	X
30	X	X	X
31	X	X	X
32	X	X	X
33	X	X	X
34	X	X	X
35	X	X	X
36	X	X	X
37	X	X	X
38	X	X	X
39	X	X	X
40	X	X	X
41	X	X	X
42	X	X	X
43	X	X	X
44	X	X	X
45	X	X	X
46	X	X	X
47	X	X	X
48	X	X	X
49	X	X	X
50	X	X	X
51	X	X	X
52	X	X	X
53	X	X	X
54	X	X	X
55	X	X	X
56	X	X	X
57	X	X	X
58	X	X	X
59	X	X	X
60	X	X	X
61	X	X	X
62	X	X	X
63	X	X	X
64	X	X	X
65	X	X	X
66	X	X	X
67	X	X	X
68	X	X	X
69	X	X	X
70	X	X	X
71	X	X	X
72	X	X	X
73	X	X	X
74	X	X	X
75	X	X	X
76	X	X	X
77	X	X	X
78	X	X	X
79	X	X	X
80	X	X	X
81	X	X	X
82	X	X	X
83	X	X	X
84	X	X	X
85	X	X	X
86	X	X	X
87	X	X	X
88	X	X	X
89	X	X	X
90	X	X	X
91	X	X	X
92	X	X	X
93	X	X	X
94	X	X	X
95	X	X	X
96	X	X	X
97	X	X	X
98	X	X	X
99	X	X	X
100	X	X	X

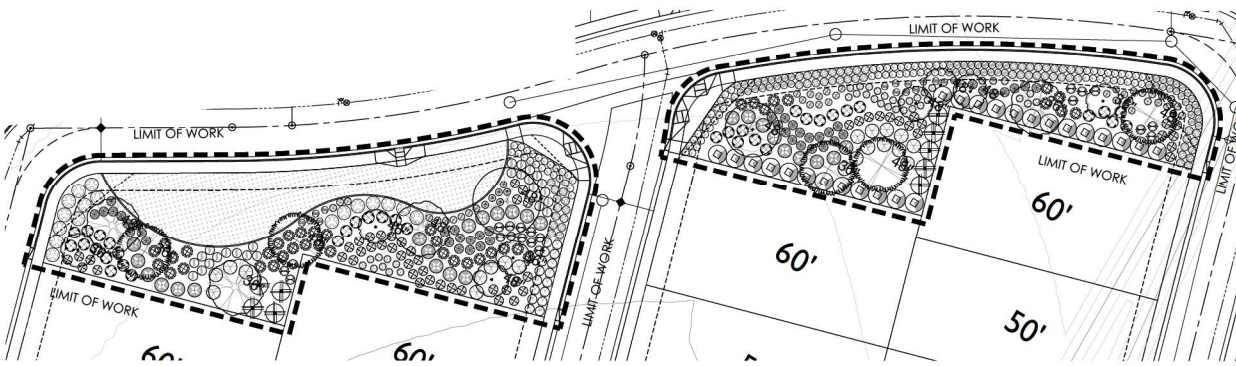
Regulated Acres	Annual Ac-Ft	Peak Flow GPM	Peak Gallons/Day
100	100	100	100
200	200	200	200
300	300	300	300
400	400	400	400
500	500	500	500
600	600	600	600
700	700	700	700
800	800	800	800
900	900	900	900
1000	1000	1000	1000



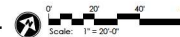
PARCEL N PLANTING PLAN - L3.1a



NOTE: Sight distance requirements on arterials and collectors will adhere to City of Surprise Detail 4-01. Sight visibility within the unobstructed view easement area and in front of stop signs must meet or exceed requirements in Surprise details 4-01 and 4-02.



PARCEL N PLANTING PLAN - L3.1b



Sym	Plant Name	Size	Qty
	Phoenix vallei 'Rio Grande'	48" Box	16
	Olive ampelodes 'Drea 1817'	54" Box	3
	Phoenix 'Red Flash'	48" Box	13
	Quercus virginiana	48" Box	4
	Zymelea sp.	48" Box	2
	Ficus artemesia-venter	48" Box	24
	Citrus tree	48" Box	12

Sym	Plant Name	Size	Qty
	Calliandra callicanthera	1 gal.	42
	Calliandra angustifolia	1 gal.	32
	Calliandra 'Internally Little John'	1 gal.	38
	Calliandra 'Internally Little John'	1 gal.	14
	Calliandra 'Internally Little John'	1 gal.	35
	Calliandra 'Internally Little John'	1 gal.	131
	Calliandra 'Internally Little John'	1 gal.	77
	Calliandra 'Internally Little John'	1 gal.	13
	Calliandra 'Internally Little John'	1 gal.	34
	Calliandra 'Internally Little John'	1 gal.	79
	Calliandra 'Internally Little John'	1 gal.	34
	Calliandra 'Internally Little John'	1 gal.	42
	Calliandra 'Internally Little John'	1 gal.	35
	Calliandra 'Internally Little John'	1 gal.	104
	Calliandra 'Internally Little John'	1 gal.	131
	Calliandra 'Internally Little John'	1 gal.	108
	Calliandra 'Internally Little John'	1 gal.	117
	Calliandra 'Internally Little John'	1 gal.	133
	Calliandra 'Internally Little John'	1 gal.	46

Sym	Plant Name	Size	Qty
	Calliandra 'Internally Little John'	1 gal.	320
	Calliandra 'Internally Little John'	1 gal.	17
	Calliandra 'Internally Little John'	1 gal.	114
	Calliandra 'Internally Little John'	1 gal.	45
	Calliandra 'Internally Little John'	1 gal.	170
	Calliandra 'Internally Little John'	1 gal.	138
	Calliandra 'Internally Little John'	1 gal.	148

Sym	Plant Name	Size	Qty
	Calliandra 'Internally Little John'	1 gal.	39
	Calliandra 'Internally Little John'	1 gal.	42
	Calliandra 'Internally Little John'	1 gal.	140

Sym	Plant Name	Size	Qty
	Calliandra 'Internally Little John'	1 gal.	39
	Calliandra 'Internally Little John'	1 gal.	42
	Calliandra 'Internally Little John'	1 gal.	140

Sym	Plant Name	Size	Qty
	Calliandra 'Internally Little John'	1 gal.	39
	Calliandra 'Internally Little John'	1 gal.	42
	Calliandra 'Internally Little John'	1 gal.	140

Sym	Plant Name	Size	Qty
	Calliandra 'Internally Little John'	1 gal.	39
	Calliandra 'Internally Little John'	1 gal.	42
	Calliandra 'Internally Little John'	1 gal.	140

Sym	Plant Name	Size	Qty
	Calliandra 'Internally Little John'	1 gal.	39
	Calliandra 'Internally Little John'	1 gal.	42
	Calliandra 'Internally Little John'	1 gal.	140

Sym	Plant Name	Size	Qty
	Calliandra 'Internally Little John'	1 gal.	39
	Calliandra 'Internally Little John'	1 gal.	42
	Calliandra 'Internally Little John'	1 gal.	140

Sym	Plant Name	Size	Qty
	Calliandra 'Internally Little John'	1 gal.	39
	Calliandra 'Internally Little John'	1 gal.	42
	Calliandra 'Internally Little John'	1 gal.	140

Sym	Plant Name	Size	Qty
	Calliandra 'Internally Little John'	1 gal.	39
	Calliandra 'Internally Little John'	1 gal.	42
	Calliandra 'Internally Little John'	1 gal.	140

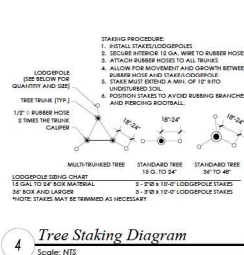
Sym	Plant Name	Size	Qty
	Calliandra 'Internally Little John'	1 gal.	39
	Calliandra 'Internally Little John'	1 gal.	42
	Calliandra 'Internally Little John'	1 gal.	140

GREY PICKETT
landscape architecture
7144 S. RIVER DRIVE, SUITE 202
SURPRISE, ARIZONA 85073
480.465.5555

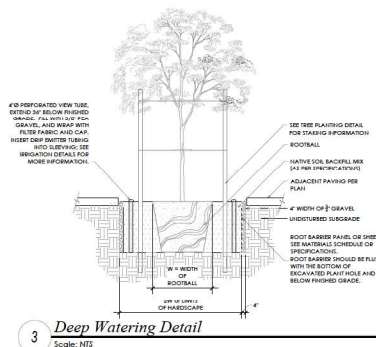
PRASADA
Parcel N Phase I Pre-Plan
SURPRISE, ARIZONA

Toll Brothers
AMERICA'S LUXURY HOME BUILDER

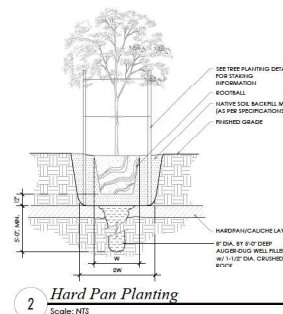
project #
TOL 221
zone
1" = 20'-0"
date for
REVIEW
drawn by
TEAM
date
02.07.2020
drawing
Planting Plan
sheet #
L3.1
02 of 06



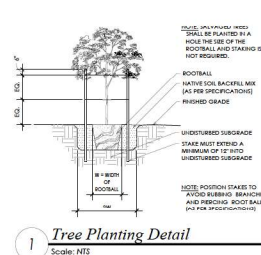
4 Tree Staking Diagram
Scale: NTS



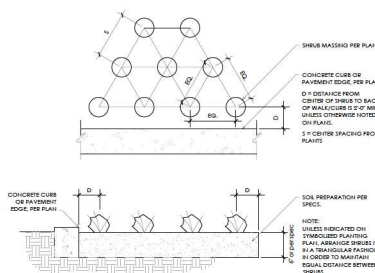
3 Deep Watering Detail
Scale: NTS



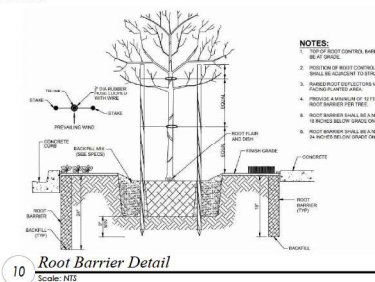
2 Hard Pan Planting
Scale: NTS



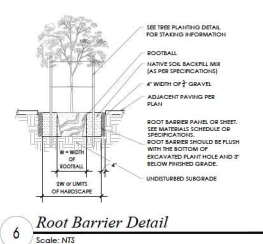
1 Tree Planting Detail
Scale: NTS



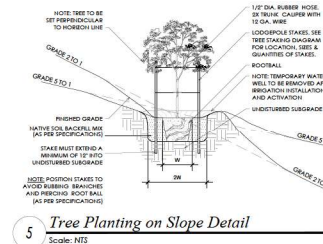
7 Plant Spacing Detail
Scale: NTS



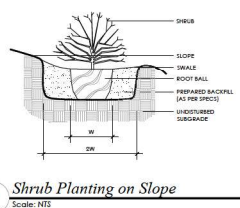
10 Root Barrier Detail
Scale: NTS



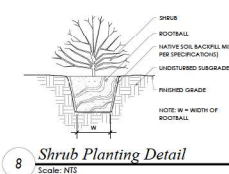
6 Root Barrier Detail
Scale: NTS



5 Tree Planting on Slope Detail
Scale: NTS



9 Shrub Planting on Slope
Scale: NTS

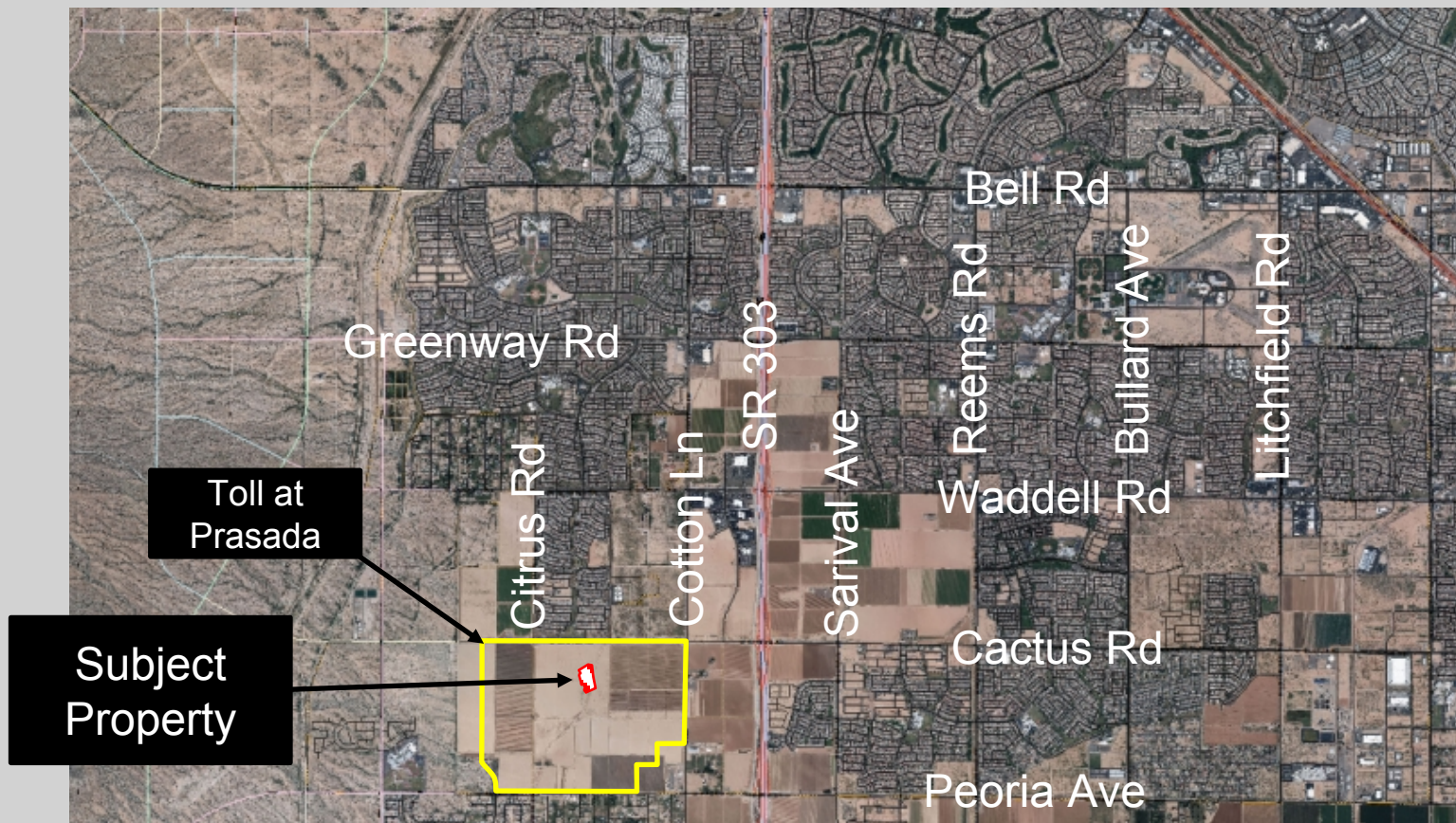


8 Shrub Planting Detail
Scale: NTS



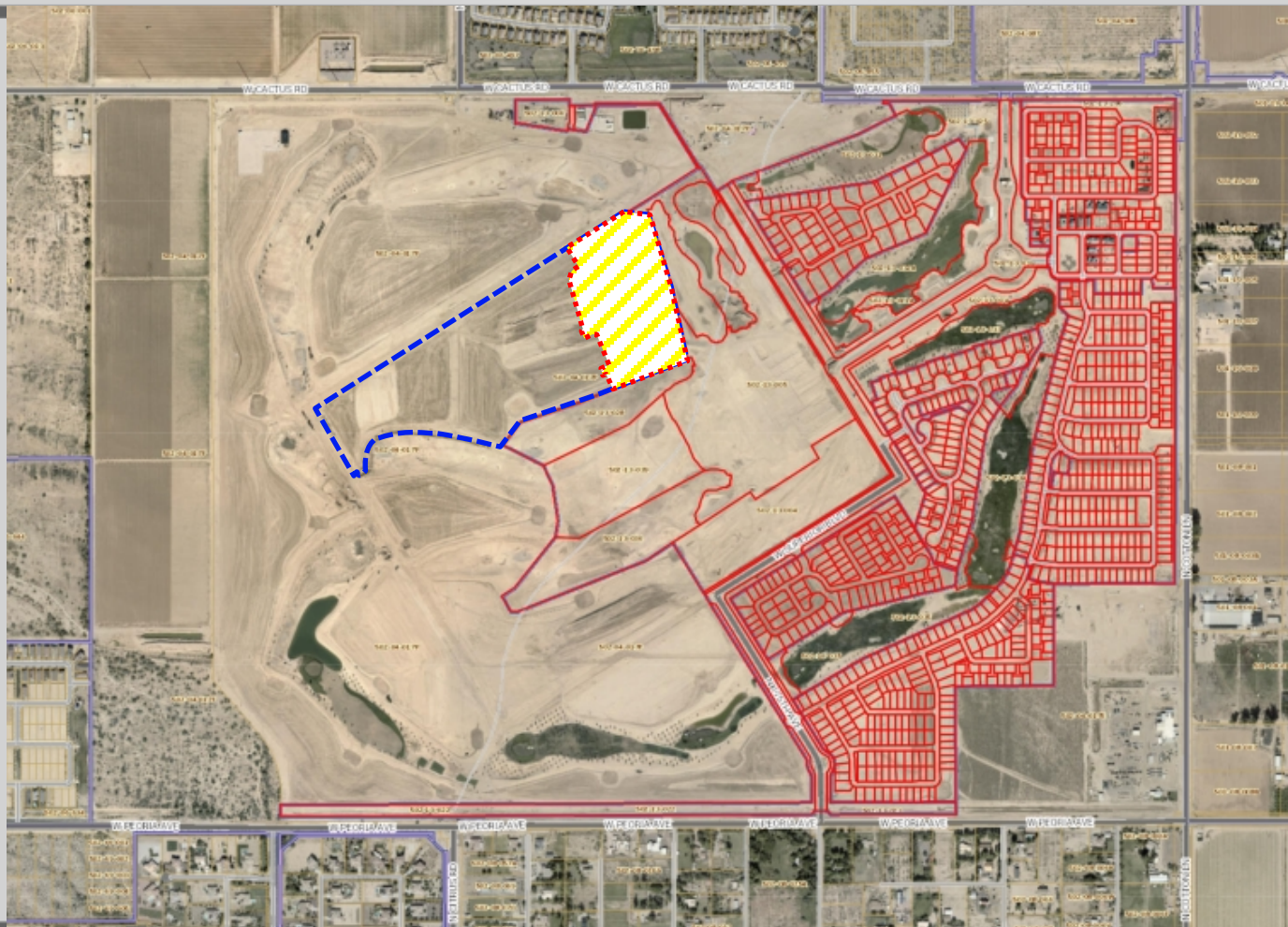
City Council
September 15, 2020

Toll at Prasada
Unit N Revised Preliminary Plat
FS20-117



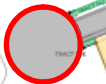
FS20-117 Vicinity Map

FS20-117 Case Map



Apr 28, 2022 10:26am A:\Programs\J\2019\11-22\Gd\Phase 2\Lab 9(Preliminary)_Preliminary_Fig(14-22) - PP - Sub M Phase 1 - C101.dwg





FS20-117 Unit N Revised Preliminary Plat

Commission Recommendation:

Approve subject to stipulations 'a' through 'c'



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 15, 2020 Contact Person: Hobart Wingard, PLANNER II
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Preliminary Plat entitled, "Mesquite Mountain Ranch" a 201.84 acre property generally located on the northeast corner of Beardsley Road and 227th Avenue; Case FS19-870.

Motion:

I move to approve the plat entitled, "Mesquite Mountain Ranch" and received June 15, 2020, subject to stipulations "a" through "c".

Background:

The subject request involves a Preliminary Plat for the Mesquite Mountain Ranch Community. The applicant seeks to subdivide the subject parcel into 666 lots and 67 tracts. The Planning and Zoning Commission recommended approval of the Preliminary Plat subject to stipulations "a" through "c".

Objective Analysis:

The subject request involves Preliminary Plat approval for a 666 lot detached single family residential subdivision on 201.84 acres generally located on the northeast corner of Beardsley Road and 227th Avenue. The project provides for a density of 3.30 DU/Ac. Both Medium Density Residential (MDR) and Low Density Residential (LDR) parcels are proposed. The 573 MDR lots are provided in 48, 53, and 58 foot widths while the 93 LDR parcels propose 58-foot-wide lots. The subject Preliminary Plat meets the requirements of the Mesquite Mountain Ranch III PUD, in addition to other requirements as set forth in the SUDC. All city reviewing departments have reviewed the request and offered no concerns.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 3.30 DU/Ac, the project most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan in this regard. The site also lies within the 0-6 DU/Ac. ribbon of the Luke Air Force Base Graduated Density Concept and is consistent with the GDC.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 20.09.03 EVR MMR III PP - CC Staff Report - 091520
 2. 01 - FS19-870 - MMR III PP - Maps - 091520
 3. 02 - FS19-870 - MMR III PP - Preliminary Plat - 091520
 4. 03 - FS19-870 - MMR III PP - Phasing - 091520
 5. 04 - FS19-870 - MMR III PP - Landscape - 091520
 6. 05 - FS19-870 - MMR III PP - Wickenburg Letter - 091520
 7. 06 - FS19-870 - MMR III PP - Luke Letter - 091520
 8. PP - FS19-870 - MMR III PP - CC PowerPoint - 091520
-

PRELIMINARY PLAT

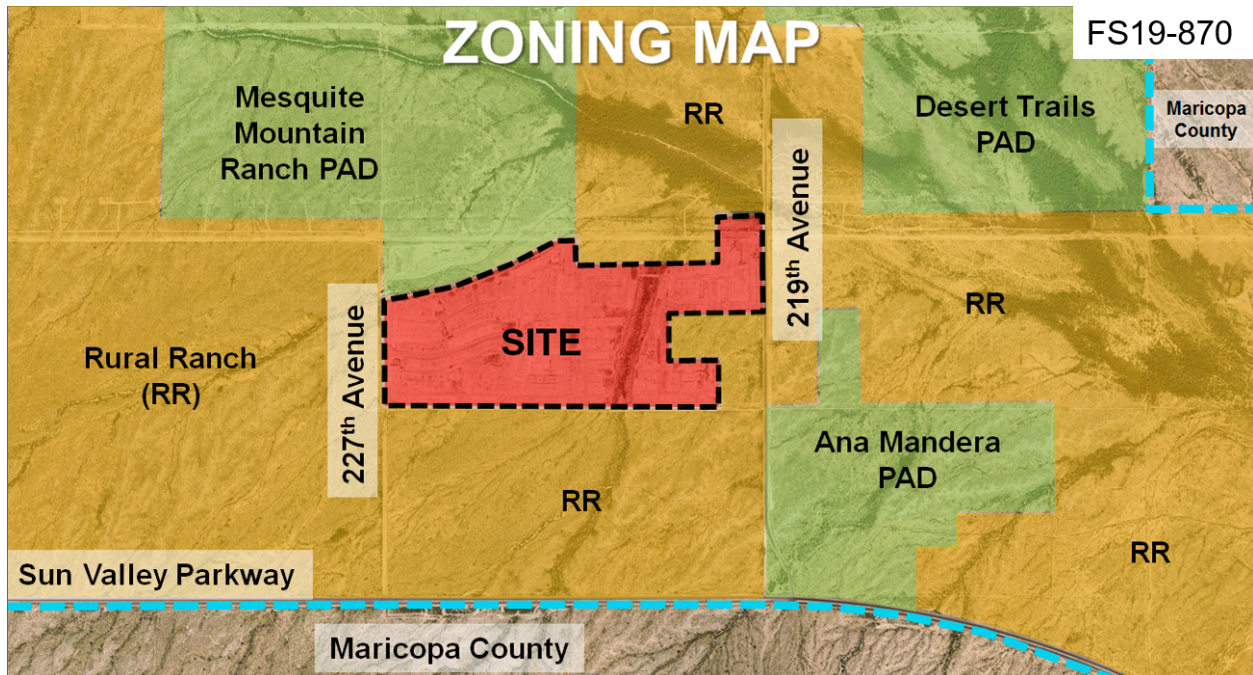
REPORT TO THE CITY COUNCIL

1 **Case:** FS19-870
2
3 **Project Name:** Mesquite Mountain Ranch Preliminary Plat
4
5 **Council District:** 1 - Acacia
6
7 **Meeting Date:** September 15, 2020
8
9 **Planner:** Hobart Wingard, Planner II
10
11
12 **Owner:** Mesquite Mountain Ranch Investments, LLC
13
14 **Applicant:** Matt Goodwin of Goodwin and Marshall, Inc.
15
16 **Request:** Preliminary Plat for Mesquite Mountain Ranch
17
18 **Site Location:** On the northeast corner of Beardsley Road and 227th Avenue
19
20 **Dwelling Units:** 666 Units
21
22 **Site Size:** 201.84 acres (approx.)
23
24 **Density:** 3.30 DU/Ac
25
26 **General Plan Conformance:** The proposal is consistent with the Surprise General Plan 2035
27
28 **Support/Opposition:** None known
29
30 **Commission**
31 **Recommendation:** Approve, subject to stipulations 'a' through 'c'
32
33
34
35
36
37
38
39 **Project Description:**
40

The subject request involves a Preliminary Plat for the Mesquite Mountain Ranch Community. The applicant seeks to subdivide the subject parcel into 666 lots and 67 tracts.

Surrounding Land Zoning:

The following map and chart depicts the existing zoning of the subject site and its surroundings:



Residential Ranch (RR)	Residential Ranch Mesquite Mountain Ranch PAD	Residential Ranch (RR)
Residential Ranch (RR)	Mesquite Mountain Ranch PUD RL-5-PUD and RM-6-PUD	Residential Ranch (RR)
Residential Ranch (RR)	Residential Ranch (RR)	Residential Ranch (RR)

Background:

June 8, 1989: The subject parcels were annexed into the City of Surprise with Ordinance 89-05.

May 11, 2006: The subject parcels were rezoned to Mesquite Mountain Ranch PAD under Case PAD05-314.

March 21, 2019: Staff met with the applicant to discuss the project during a regularly scheduled Concept Review meeting under Case CR19-870.

December 20, 2019: The applicant filed a request for a Preliminary Plat for approximately 201.84 acres under case FS19-870, the subject case.

June 16, 2020: The subject parcels were rezoned to Mesquite Mountain Ranch III Planned Unit Development (PUD) under Case FS18-617.

August 20, 2020: The Planning and Zoning Commission recommended approval of the Mesquite Mountain Ranch III preliminary plat to the City Council.

Analysis and Discussion:

Matt Goodwin of Goodwin and Marshall is requesting Preliminary Plat approval for a 666 lot detached single family residential subdivision on 201.84 acres generally located on the northeast corner of Beardsley Road and 227th Avenue. The project provides for a density of 3.30 DU/Ac.

The subject Preliminary Plat provide both Medium Density Residential (MDR) and Low Density Residential (LDR) parcels. The 573 MDR lots are provided in 48, 53, and 58 foot widths while the 93 LDR parcels propose 58-foot-wide lots.

The SUDC requires that not less than 20 percent of the “net residential acreage” be set aside as open space. The net residential acreage is essentially the total amount of land taken up by the individual lots combined with the total open space. The applicant proposes an increase to approximately 28.10 percent of the net residential area as open space overall, which exceeds the 20 percent requirement set forth in the SUDC. Within those open spaces the following theme parks with unique experiences are proposed:

- Central Park
- Hills and Earth Park
- Classic Park
- Hills Park
- Swings and Slides Park
- Climbing Park
- Traditional Playground
- Public and private Pedestrian Trails

Utility and Services Table:

Water:	City of Surprise
Wastewater:	City of Surprise
School District:	Wickenburg Unified

Conformance with Adopted Plans:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac.

Reviewing Agencies:

In addition to the standard city reviewing agencies, Arizona Department of Transportation, Maricopa Water District, and Luke AFB were included in the routing of this request. None of the reviewing agencies indicated any concerns over the request.

Wickenburg Unified School District (WUSD): The subject request was also routed to WUSD, who in a letter dated January 28, 2019 (attached), indicated strong support for the request.

Luke Air Force Base (LAFB): The subject request was also routed to LAFB, who in a letter dated January 7, 2020 (attached), indicated the proposal would not have a negative impact on flight operations and recommended a strong notification program.

Summary:

The applicant seeks a Preliminary Plat across the subject property. The proposed development is compatible with the neighboring land uses and the amenities included will provide recreational opportunities for the neighborhood residents.

Findings:

- The proposed Preliminary Plat is consistent with the Surprise General Plan.
- The proposed Preliminary Plat is consistent with the Rezone approved under FS18-617.
- The reviewing agencies have indicated no objections.

Commission Recommendation:

Based on the findings noted above, the Commission voted to recommend **approval** of the subject Preliminary Plat request to the City Council, subject to stipulations 'a' through 'c' as outlined below:

- a. Development and use of the site shall be consistent with the Preliminary Plat entitled "Preliminary Plat for Mesquite Mountain Ranch" consisting of 12 sheets prepared by Goodwin and Marshall and stamped received June 15, 2020.
- b. Landscaping of the site shall be consistent with the Landscape Plan entitled "Mesquite Mountain Ranch," consisting of 18 sheets prepared by Langvardt Design Group and stamped received June 15, 2020.
- c. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

However, should the Council wish to deny the request, the Council should make its own findings and base its decision on those alternative findings.

Attachments:

- 01 Vicinity and Zoning Maps
- 02 Preliminary Plat
- 03 Phasing Plan
- 04 Landscape Plans
- 05 Wickenburg USD Letter
- 06 Luke AFB Letter

VICINITY MAP

FS19-870

Deer Valley Road

**Maricopa
County**

227th Avenue

SITE

**Beardsley
Road**

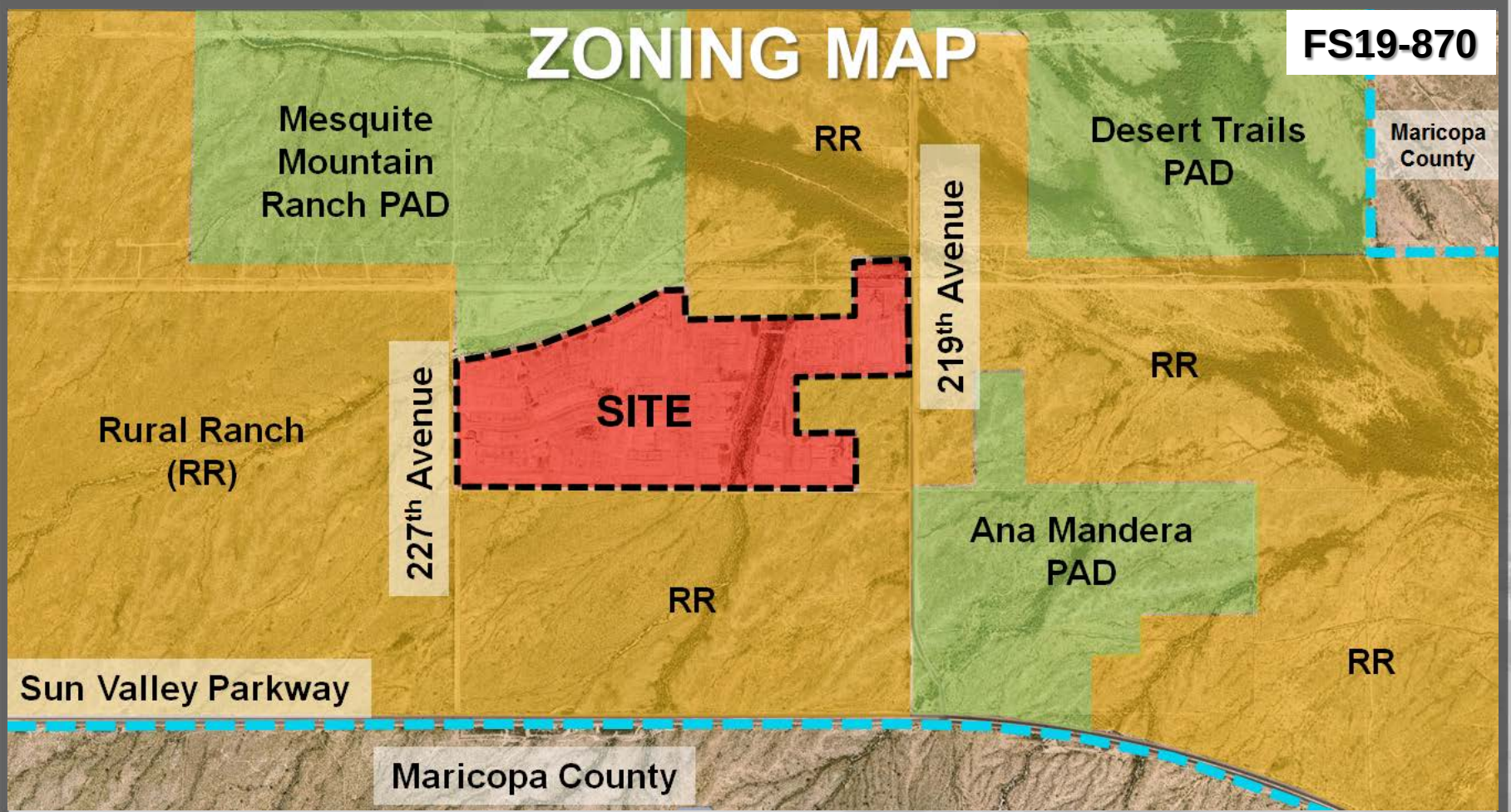
219th Avenue

Sun Valley Parkway

**Maricopa
County**

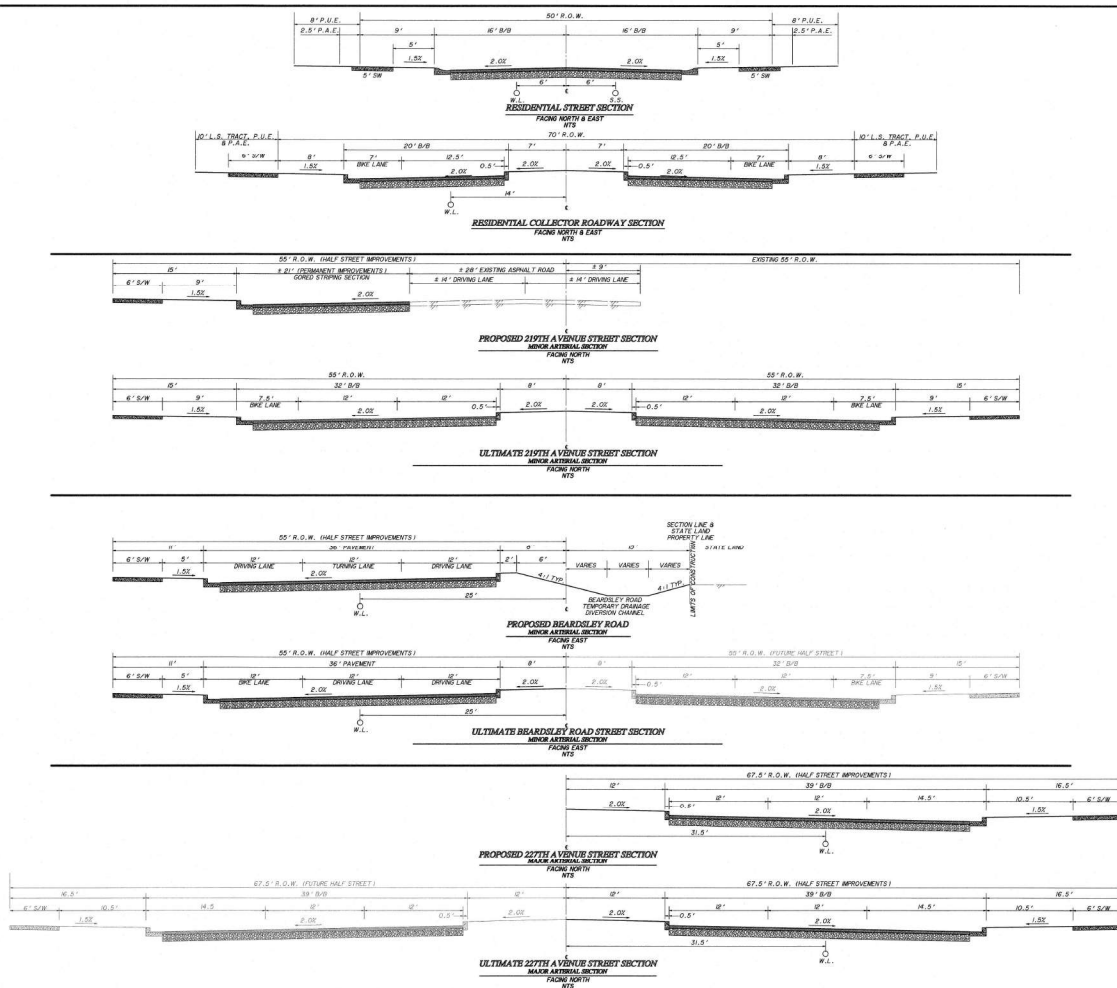
ZONING MAP

FS19-870



Page 228 of 500





CITY OF SURPRISE BENCHMARK
CITY OF SURPRISE BENCHMARK #67
FOUND 3/4" STEEL ROD SET IN HANDHOLE DOWN 0.2'
"4IN". LOCATED APPROXIMATELY 60' NORTH OF EDGE
OF PAVEMENT OF DEER VALLEY ROAD, AND
APPROXIMATELY 720' WEST OF THE INTERSECTION OF
DEER VALLEY ROAD AND LANDFILL ACCESS ROAD.
ELEVATION: 1393.25 (16110 68 DATUM)

MESQUITE MOUNTAIN RANCH

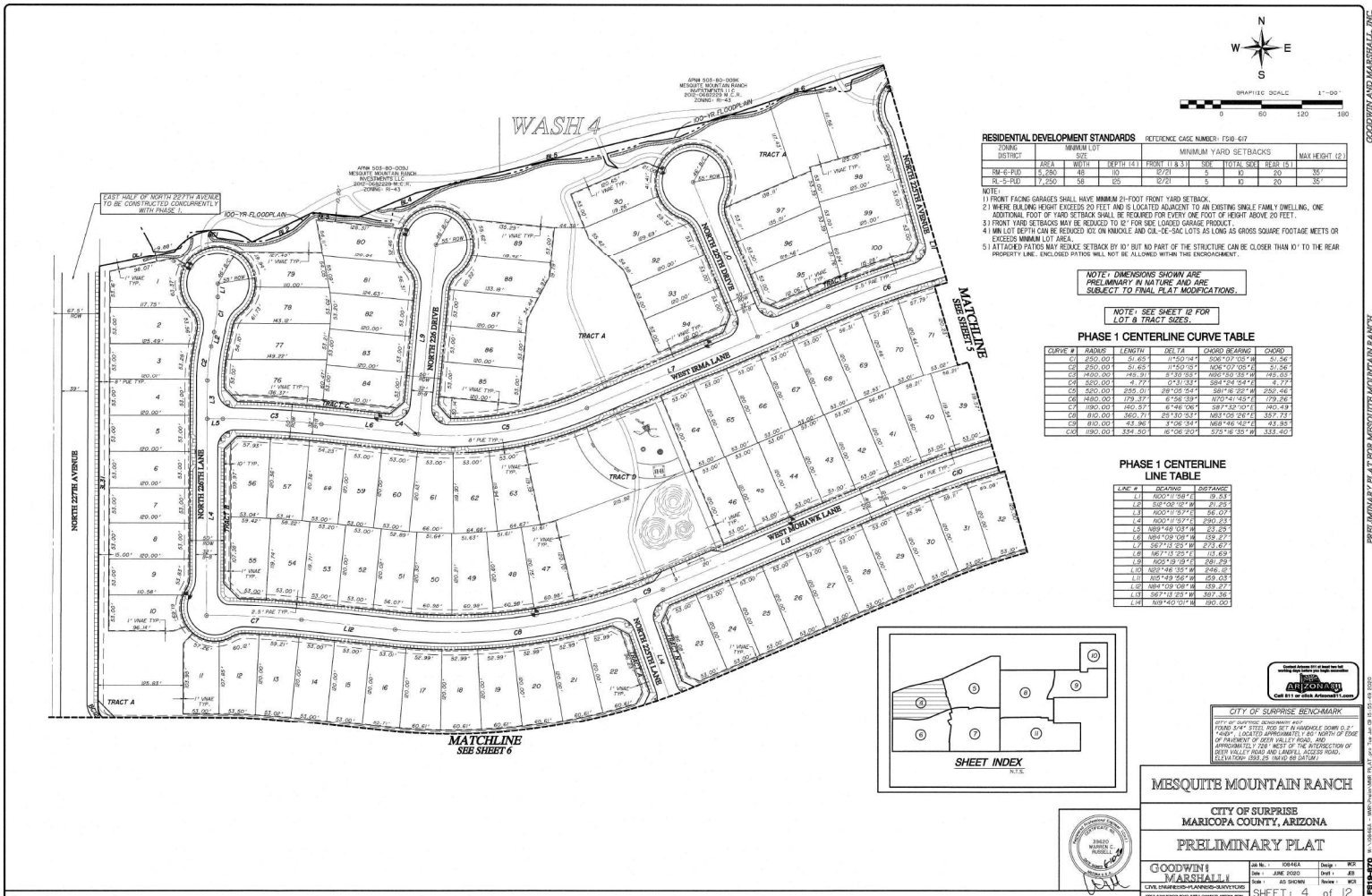
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

PRELIMINARY PLAT DETAIL

PRELIMINARY PLAT DETAILS

GOODWIN!
MARSHALL

Job No. : K0846A	Design : WC
Date : JUNE 2020	Draft : JS
Scale : AS SHOWN	Revise : WC

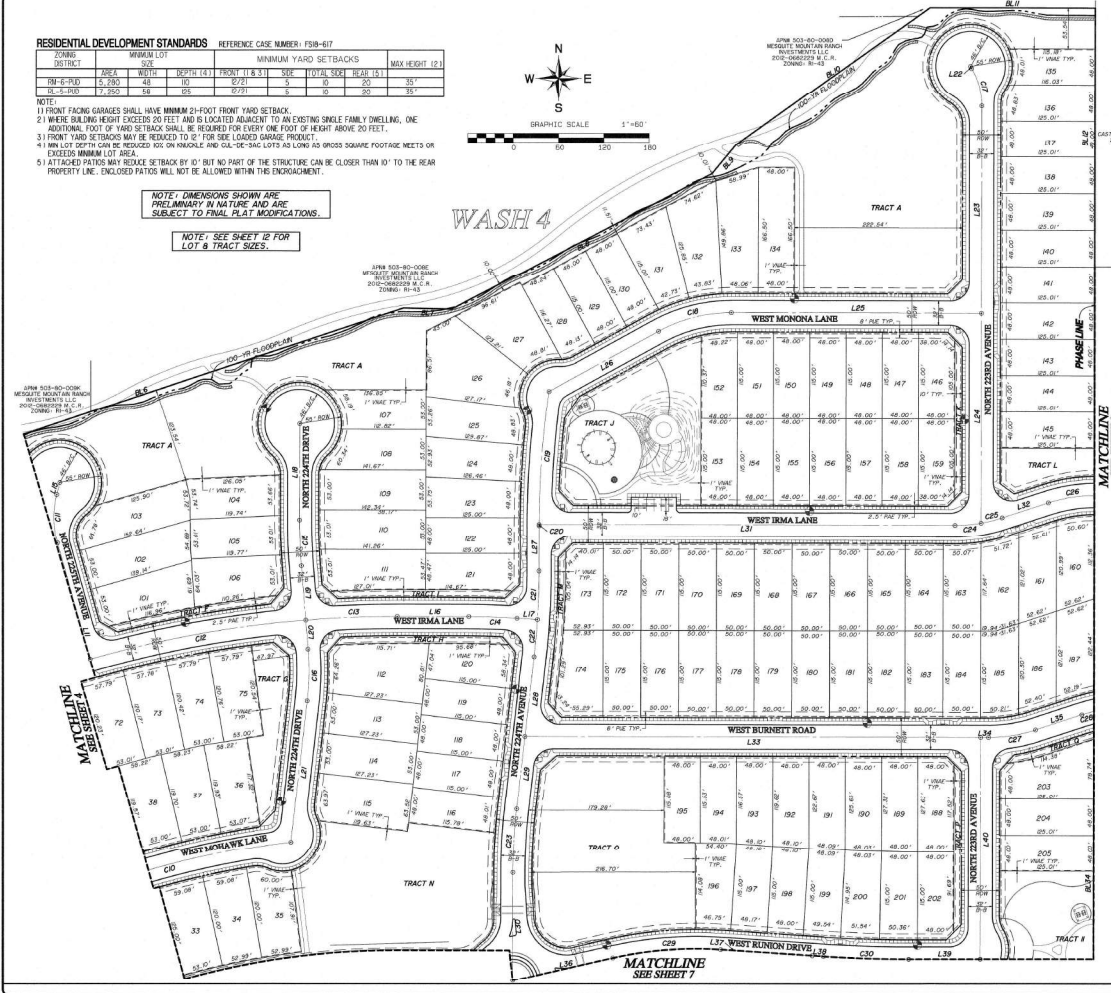
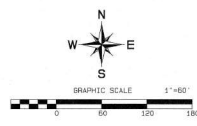


RESIDENTIAL DEVELOPMENT STANDARDS									
REFERENCE CASE NUMBER: F58-017									
FORM	MINIMUM LOT	MINIMUM YARD SETBACKS			MAX HEIGHT (FT)				
DISTRICT	AREA	WIDTH	DEPTH (4:1)	FRONT (1:1.5)	SIDE	TOTAL SIDE	REAR (1:1)		
RM-0-000	5,250	48	100	27.0	5	10	20	35	
RM-0-000	5,250	48	100	27.0	5	10	20	35	
RM-0-000	5,250	48	100	27.0	5	10	20	35	

- NOTE:
- 1) FRONT FACING GARAGES SHALL HAVE MINIMUM 21-FOOT FRONT YARD SETBACK.
 - 2) WHERE BUILDING HEIGHT EXCEEDS 20 FEET AND IS LOCATED ADJACENT TO AN EXISTING SINGLE FAMILY DWELLING, ONE ADDITIONAL FOOT OF YARD SETBACK SHALL BE REQUIRED FOR EVERY ONE FOOT OF HEIGHT ABOVE 20 FEET.
 - 3) FRONT YARD SETBACKS MAY BE REDUCED TO 0' FOR SIDE LOADED GARAGE PRODUCTS.
 - 4) MIN LOT DEPTH CAN BE REDUCED 50% ON MONKEY AND CLOVER LANE LOTS AS LONG AS GROSS SQUARE FOOTAGE MEETS OR EXCEEDS MINIMUM LOT AREA.
 - 5) ATTACHED PATIOS MAY REDUCE SETBACK BY 10' BUT NO PART OF THE STRUCTURE CAN BE CLOSER THAN 10' TO THE REAR PROPERTY LINE. ENCLOSED PATIOS WILL NOT BE ALLOWED WITHIN THIS ENCROACHMENT.

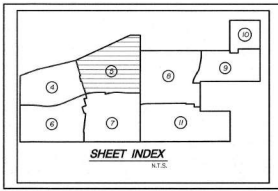
NOTE: DIMENSIONS SHOWN ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO FINAL PLAT MODIFICATIONS.

NOTE: SEE SHEET 2 FOR LOT & TRACT SIZES.



PHASE 1 CENTERLINE CURVE TABLE					
CURVE #	BEARING	LENGTH	DELTA	CHORD BEARING	CHORD
C1	N 85° 49' 56" W	134.20	85° 49' 56"	S 75° 16' 10" E	133.40
C2	S 85° 49' 56" W	45.45	30° 00' 00"	S 55° 49' 56" W	84.70
C3	N 85° 49' 56" W	250.78	85° 49' 56"	S 75° 16' 10" E	249.81
C4	N 85° 49' 56" W	27.41	85° 49' 56"	S 75° 16' 10" E	27.33
C5	N 85° 49' 56" W	61.53	85° 49' 56"	S 75° 16' 10" E	61.42
C6	N 85° 49' 56" W	68.45	85° 49' 56"	S 75° 16' 10" E	68.34
C7	N 85° 49' 56" W	52.36	30° 00' 00"	S 55° 49' 56" W	51.76
C8	N 85° 49' 56" W	100.45	85° 49' 56"	S 75° 16' 10" E	99.40
C9	N 85° 49' 56" W	176.25	85° 49' 56"	S 75° 16' 10" E	175.20
C10	N 85° 49' 56" W	1.54	0° 00' 00"	N 85° 49' 56" W	1.54
C11	N 85° 49' 56" W	61.40	85° 49' 56"	S 75° 16' 10" E	61.29
C12	N 85° 49' 56" W	49.15	85° 49' 56"	S 75° 16' 10" E	49.04
C13	N 85° 49' 56" W	88.77	85° 49' 56"	S 75° 16' 10" E	88.66
C14	N 85° 49' 56" W	32.53	85° 49' 56"	S 75° 16' 10" E	32.42
C15	N 85° 49' 56" W	28.61	85° 49' 56"	S 75° 16' 10" E	28.50
C16	N 85° 49' 56" W	63.35	85° 49' 56"	S 75° 16' 10" E	63.24
C17	N 85° 49' 56" W	63.35	85° 49' 56"	S 75° 16' 10" E	63.24
C18	N 85° 49' 56" W	6.46	85° 49' 56"	S 75° 16' 10" E	6.35
C19	N 85° 49' 56" W	43.31	85° 49' 56"	S 75° 16' 10" E	43.20
C20	N 85° 49' 56" W	12.77	85° 49' 56"	S 75° 16' 10" E	12.66

PHASE 1 CENTERLINE LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 85° 49' 56" W	134.20
L2	N 85° 49' 56" W	45.45
L3	N 85° 49' 56" W	250.78
L4	N 85° 49' 56" W	27.41
L5	N 85° 49' 56" W	61.53
L6	N 85° 49' 56" W	68.45
L7	N 85° 49' 56" W	52.36
L8	N 85° 49' 56" W	100.45
L9	N 85° 49' 56" W	176.25
L10	N 85° 49' 56" W	1.54
L11	N 85° 49' 56" W	61.40
L12	N 85° 49' 56" W	49.15
L13	N 85° 49' 56" W	88.77
L14	N 85° 49' 56" W	32.53
L15	N 85° 49' 56" W	28.61
L16	N 85° 49' 56" W	63.35
L17	N 85° 49' 56" W	63.35
L18	N 85° 49' 56" W	6.46
L19	N 85° 49' 56" W	43.31
L20	N 85° 49' 56" W	12.77
L21	N 85° 49' 56" W	134.20



CITY OF SURPRISE RESOLUTION
 CITY OF SURPRISE RESOLUTION NO. 2003-001
 PASSED MAY 15, 2003, AT A REGULAR MEETING OF THE CITY OF SURPRISE, ARIZONA.
 APPROVED BY THE CITY OF SURPRISE, ARIZONA.
 APPROVED BY THE CITY OF SURPRISE, ARIZONA.
 APPROVED BY THE CITY OF SURPRISE, ARIZONA.

MESQUITE MOUNTAIN RANCH
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT
GOODWIN & MARSHALL, INC.
CIVIL ENGINEERS-PLANNERS-SURVEYORS
1000 N. 10TH AVENUE, SUITE 100, SURPRISE, ARIZONA 85084
PH: 480.345.1234 FAX: 480.345.1235
WWW.GOODWINANDMARSHALL.COM

DATE: JUNE 2003
 SHEET: 5 OF 12

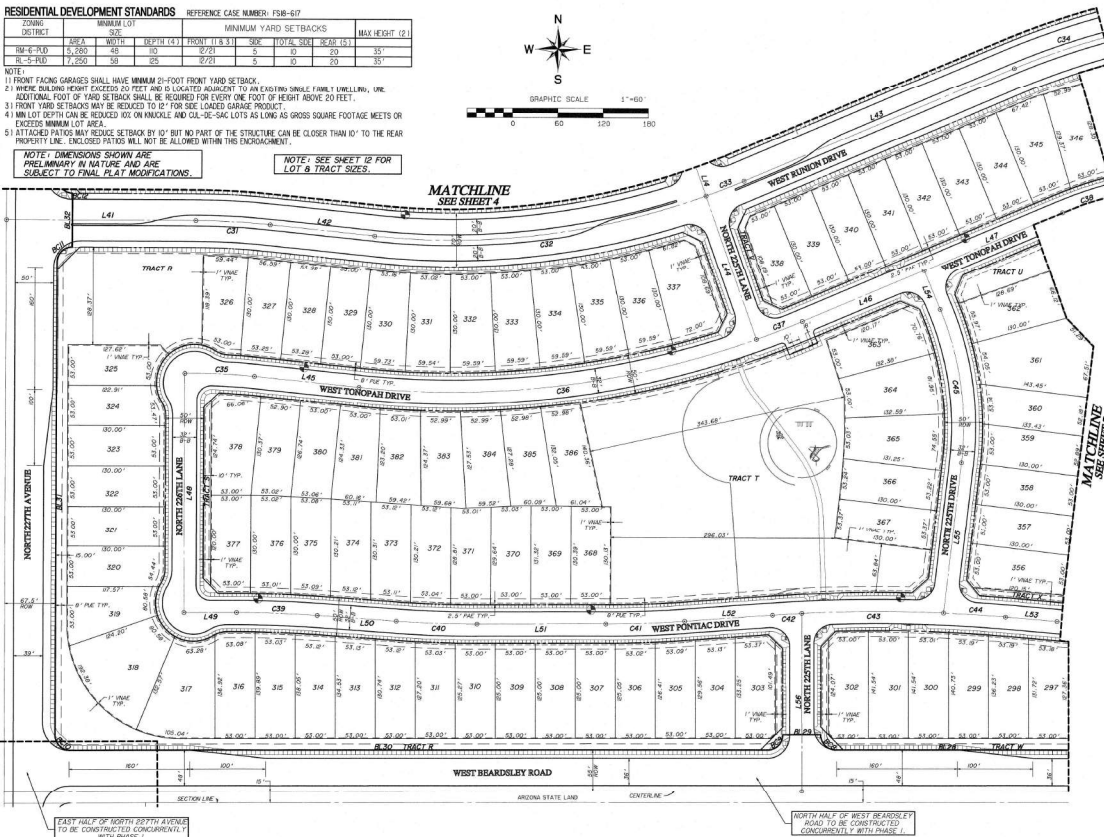
RESIDENTIAL DEVELOPMENT STANDARDS									
DISTRICT	MINIMUM LOT	MINIMUM YARD SETBACKS	MAX HEIGHT (2)						
AREA	WIDTH	DEPTH	FRONT	11 & 31	BACK	11 & 31	BACK	FRONT	FRONT
RA-4-RD	5,000	40	10	0'	0'	0'	0'	20	35'
RA-5-RD	7,250	50	10	0'	0'	0'	0'	20	35'

NOTE:

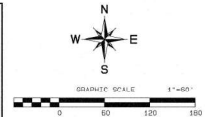
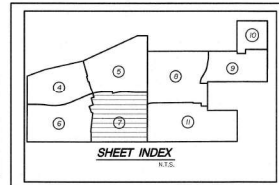
- 1) FRONT FACING GARAGES SHALL HAVE MINIMUM 2-FOOT FRONT YARD SETBACK.
- 2) WHERE BUILDING FRONT EXCEEDS 50 FEET AND IS LOCATED ADJACENT TO AN EXISTING SINGLE FAMILY UNLITTING, ONE ADDITIONAL FOOT OF YARD SETBACK SHALL BE REQUIRED FOR EVERY ONE FOOT OF HEIGHT ABOVE 20 FEET.
- 3) FRONT YARD SETBACKS MAY BE REDUCED TO 10' FOR SIDE LOADED GARAGE PRODUCT.
- 4) MIN LOT DEPTH CAN BE REDUCED TO 10' ON KNOCKLE AND CUL-DE-SAC LOTS AS LONG AS GROSS SQUARE FOOTAGE MEETS OR EXCEEDS MINIMUM LOT AREA.
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NOTE: DIMENSIONS SHOWN ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO FINAL PLAT MODIFICATIONS.

NOTE: SEE SHEET 12 FOR LOT & TRACT SIZES.



PHASE 1 CENTERLINE CURVE TABLE									
CURVE #	STATION	1/4 PT	PC	PT	PI	PY	END STATION	CHORD	CHORD BEARING
C31	4000.00	38.89	4140.55	4140.55	4140.55	4140.55	4000.00	38.89	359°59'55"W
C32	4000.00	42.59	4140.55	4140.55	4140.55	4140.55	4000.00	42.59	359°59'55"W
C33	4000.00	46.29	4140.55	4140.55	4140.55	4140.55	4000.00	46.29	359°59'55"W
C34	4000.00	50.00	4140.55	4140.55	4140.55	4140.55	4000.00	50.00	359°59'55"W
C35	4000.00	53.71	4140.55	4140.55	4140.55	4140.55	4000.00	53.71	359°59'55"W
C36	4000.00	57.42	4140.55	4140.55	4140.55	4140.55	4000.00	57.42	359°59'55"W
C37	4000.00	61.13	4140.55	4140.55	4140.55	4140.55	4000.00	61.13	359°59'55"W
C38	500.00	233.21	276.74	326.53	368.71	325.20	500.00	233.21	359°59'55"W
C39	500.00	237.91	281.44	331.24	373.42	330.00	500.00	237.91	359°59'55"W
C40	500.00	242.61	286.15	335.95	378.13	334.71	500.00	242.61	359°59'55"W
C41	500.00	247.31	290.86	340.66	382.84	339.42	500.00	247.31	359°59'55"W
C42	500.00	252.02	295.57	345.37	387.55	344.13	500.00	252.02	359°59'55"W
C43	500.00	256.72	300.28	350.08	392.26	348.84	500.00	256.72	359°59'55"W
C44	500.00	261.43	304.99	354.79	396.97	353.55	500.00	261.43	359°59'55"W
C45	500.00	266.13	309.70	359.50	401.68	358.26	500.00	266.13	359°59'55"W
C46	500.00	270.84	314.41	364.21	406.39	362.97	500.00	270.84	359°59'55"W
C47	500.00	275.54	319.12	368.92	411.10	367.68	500.00	275.54	359°59'55"W
C48	500.00	280.25	323.83	373.63	415.81	372.39	500.00	280.25	359°59'55"W
C49	500.00	284.95	328.54	378.34	420.52	377.10	500.00	284.95	359°59'55"W
C50	500.00	289.66	333.25	383.05	425.23	381.81	500.00	289.66	359°59'55"W
C51	500.00	294.36	337.96	387.76	429.94	386.52	500.00	294.36	359°59'55"W
C52	500.00	299.07	342.67	392.47	434.65	391.23	500.00	299.07	359°59'55"W
C53	500.00	303.77	347.38	397.18	439.36	395.94	500.00	303.77	359°59'55"W
C54	500.00	308.48	352.09	401.89	444.07	400.65	500.00	308.48	359°59'55"W
C55	500.00	313.18	356.80	406.60	448.78	405.36	500.00	313.18	359°59'55"W
C56	500.00	317.89	361.51	411.31	453.49	410.07	500.00	317.89	359°59'55"W
C57	500.00	322.59	366.22	416.02	458.20	414.78	500.00	322.59	359°59'55"W
C58	500.00	327.30	370.93	420.73	462.91	419.49	500.00	327.30	359°59'55"W
C59	500.00	332.00	375.64	425.44	467.62	424.20	500.00	332.00	359°59'55"W
C60	500.00	336.71	380.35	430.15	472.33	428.91	500.00	336.71	359°59'55"W
C61	500.00	341.41	385.06	434.86	477.04	433.62	500.00	341.41	359°59'55"W
C62	500.00	346.12	389.77	439.57	481.75	438.33	500.00	346.12	359°59'55"W
C63	500.00	350.82	394.48	444.28	486.46	443.04	500.00	350.82	359°59'55"W
C64	500.00	355.53	399.19	448.99	491.17	447.75	500.00	355.53	359°59'55"W
C65	500.00	360.23	403.90	453.70	495.88	452.46	500.00	360.23	359°59'55"W
C66	500.00	364.94	408.61	458.41	500.59	457.17	500.00	364.94	359°59'55"W
C67	500.00	369.64	413.32	463.12	505.30	461.88	500.00	369.64	359°59'55"W
C68	500.00	374.35	418.03	467.83	509.99	466.59	500.00	374.35	359°59'55"W
C69	500.00	379.05	422.74	472.54	514.70	471.30	500.00	379.05	359°59'55"W
C70	500.00	383.76	427.45	477.25	519.41	476.01	500.00	383.76	359°59'55"W
C71	500.00	388.46	432.16	481.96	524.12	480.72	500.00	388.46	359°59'55"W
C72	500.00	393.17	436.87	486.67	528.83	485.43	500.00	393.17	359°59'55"W
C73	500.00	397.87	441.58	491.38	533.54	490.14	500.00	397.87	359°59'55"W
C74	500.00	402.58	446.29	496.09	538.25	494.85	500.00	402.58	359°59'55"W
C75	500.00	407.28	451.00	500.80	542.96	499.56	500.00	407.28	359°59'55"W
C76	500.00	411.99	455.71	505.51	547.67	504.27	500.00	411.99	359°59'55"W
C77	500.00	416.69	460.42	510.22	552.38	508.98	500.00	416.69	359°59'55"W
C78	500.00	421.40	465.13	514.93	557.09	513.69	500.00	421.40	359°59'55"W
C79	500.00	426.10	469.84	519.64	561.80	518.40	500.00	426.10	359°59'55"W
C80	500.00	430.81	474.55	524.35	566.51	523.11	500.00	430.81	359°59'55"W
C81	500.00	435.51	479.26	529.06	571.22	527.82	500.00	435.51	359°59'55"W
C82	500.00	440.22	483.97	533.77	575.93	532.53	500.00	440.22	359°59'55"W
C83	500.00	444.92	488.68	538.48	580.64	537.24	500.00	444.92	359°59'55"W
C84	500.00	449.63	493.39	543.19	585.35	541.95	500.00	449.63	359°59'55"W
C85	500.00	454.33	498.10	547.90	590.06	546.66	500.00	454.33	359°59'55"W
C86	500.00	459.04	502.81	552.61	594.77	551.37	500.00	459.04	359°59'55"W
C87	500.00	463.74	507.52	557.32	599.48	556.08	500.00	463.74	359°59'55"W
C88	500.00	468.45	512.23	562.03	604.19	560.79	500.00	468.45	359°59'55"W
C89	500.00	473.15	516.94	566.74	608.90	565.50	500.00	473.15	359°59'55"W
C90	500.00	477.86	521.65	571.45	613.61	570.21	500.00	477.86	359°59'55"W
C91	500.00	482.56	526.36	576.16	618.32	574.92	500.00	482.56	359°59'55"W
C92	500.00	487.27	531.07	580.87	623.03	579.63	500.00	487.27	359°59'55"W
C93	500.00	491.97	535.78	585.58	627.74	584.34	500.00	491.97	359°59'55"W
C94	500.00	496.68	540.49	590.29	632.45	589.05	500.00	496.68	359°59'55"W
C95	500.00	501.38	545.20	595.00	637.16	593.76	500.00	501.38	359°59'55"W
C96	500.00	506.09	549.91	599.71	641.87	598.47	500.00	506.09	359°59'55"W
C97	500.00	510.79	554.62	604.42	646.58	603.18	500.00	510.79	359°59'55"W
C98	500.00	515.50	559.33	609.13	651.29	607.89	500.00	515.50	359°59'55"W
C99	500.00	520.20	564.04	613.84	656.00	612.60	500.00	520.20	359°59'55"W
C100	500.00	524.91	568.75	618.55	660.71	617.31	500.00	524.91	359°59'55"W
C101	500.00	529.61	573.46	623.26	665.42	622.02	500.00	529.61	359°59'55"W
C102	500.00	534.32	578.17	627.97	670.13	626.73	500.00	534.32	359°59'55"W
C103	500.00	539.02	582.88	632.68	674.84	631.44	500.00	539.02	359°59'55"W
C104	500.00	543.73	587.59	637.39	679.55	636.15	500.00	543.73	359°59'55"W
C105	500.00	548.43	592.30	642.10	684.26	640.86	500.00	548.43	359°59'55"W
C106	500.00	553.14	597.01	646.81	688.97	645.57	500.00	553.14	359°59'55"W
C107	500.00	557.84	601.72	651.52	693.68	650.28	500.00	557.84	359°59'55"W
C108	500.00	562.55	606.43	656.23	698.39	654.99	500.00	562.55	359°59'55"W
C109	500.00	567.25	611.14	660.94	703.10	659.70	500.00	567.25	359°59'55"W
C110	500.00	571.96	615.85	665.65	707.81	664.41	500.00	571.96	359°59'55"W
C111	500.00	576.66	620.56	670.36	712.52	669.12	500.00	576.66	359°59'55"W
C112	500.00	581.37	625.27	675.07	717.23	673.83	500.00	581.37	359°59'55"W
C113	500.00	586.07	629.98	679.78	721.94	678.54	500.00	586.07	359°59'55"W
C114	500.00	590.78	634.69	684.49	726.65	683.25	500.00	590.78	359°59'55"W
C115	500.00	595.48	639.40	689.20	731.36	687.96	500.00	595.48	359°59'55"W
C116	500.00	600.19	644.11	693.91	736.07	692.67	500.00	600.19	359°59'55"W
C117	500.00	604.89	648.82	698.62	740.78	697.38	500.00	604.89	359°59'55"W
C118	500.00	609.60	653.53	703.33	745.49	702.09	500.00	609.60	359°59'55"W
C119	500.00	614.30	658.24	708.04	750.20	706.80	500.00	614.30	359°59'55"W
C120	500.00	619.01	662.95	712.75	754.91	711.51	500.00	619.01	359°59'55"W
C121	500.00	623.71	667.66	717.46	759.62	716.22	500.00	623.71	359°59'55"W
C122	500.00	628.42	672.37	722.17	764.33	720.93	500.00	628.42	359°59'55"W
C123	500.00	633.12	677.08	726.88	769.04	725.64	500.00	633.12	359°59'55"W
C124	500.00	637.83	681.79	731.59	773.75	730.35	500.00	637.83	359°59'55"W
C125	500.00	642.53	686.50	736.30	778.46	735.06	500.00	642.53	359°59'55"W
C126	500.00	647.24	691.21	741.01	783.17	739.77	500.00	647.24	359°59'55"W
C127	500.00	651.94	695.92	745.72	787.88	744.48	500.00	651.94	359°59'55"W
C128	500.00	656.65	700.63	750.43	792.59	749.19	500.00	656.65	359°59'55"W
C129	500.00	661.35	705.34	755.14	797.30	753.90	500.00	661.35	359°59'55"W
C130	500.00	666.06	710.05	759.85	802.01	758.61	500.00	666.06	359°59'55"W
C131	500.00	670.76	714.76	764.56	806.72	763.32	500.00	670.76	359°59'55"W
C132	500.00	675.47	719.47	769.27	811.43	768.03	500.00	675.47	359°59'55"W
C133	500.00	680.17	724.18	773.98	816.14	772.74	500.00	680.17	359°59'55"W
C134	500.00	684.88	728.89	778.69	820.85	777.45	500.00	684.88	359°59'55"W
C135	500.00	689.58	733.60	783.40	825.56	782.16	500.00	689.58	359°59'55"W
C136	500.00	694.29	738.31	788.11	830.27	786.87	500.00	694.29	359°59'55"W
C137	500.00	698.99	743.02	792.82	834.98	791.58	500.00	698.99	359°59'55"W
C138	500.00								



RESIDENTIAL DEVELOPMENT STANDARDS		REFERENCE CASE NUMBER: FSB-617	
DISTRICT	LOT SIZE	MINIMUM YARD SETBACKS	MAX HEIGHT (FT)
RS-4-RD	1/2 AC	FRONT 15' SIDE 10' REAR 15'	35'
RS-5-RD	1/2 AC	FRONT 15' SIDE 10' REAR 15'	35'

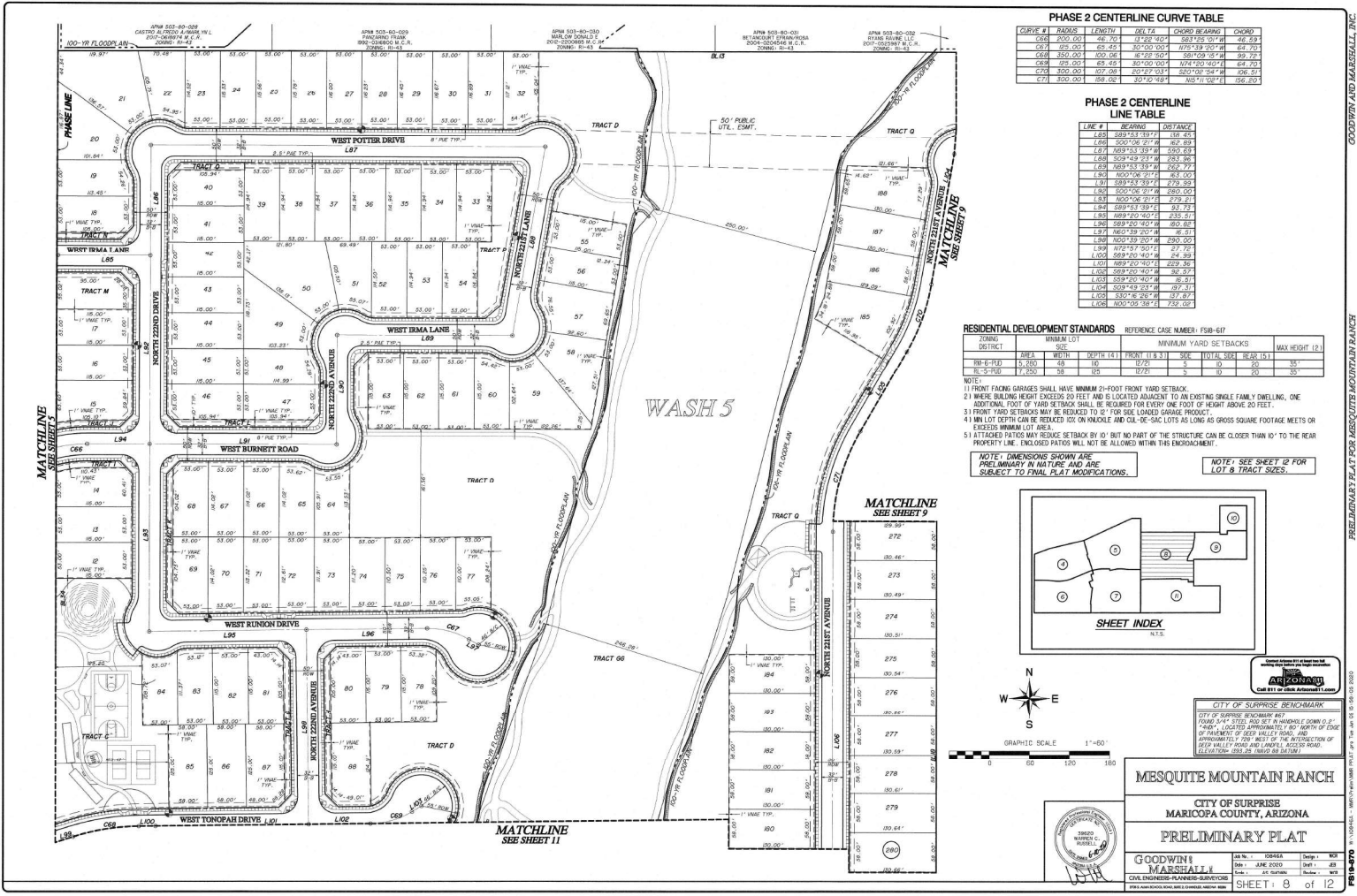
- 1) FRONT FACING GARAGES SHALL HAVE MINIMUM 20-FOOT FRONT YARD SETBACK.
- 2) WHERE BUILDING HEIGHT EXCEEDS 20 FEET, ONE IS LOCATED ADJACENT TO AN EXISTING SINGLE FAMILY DWELLING, ONE ADDITIONAL FOOT OF YARD SETBACK SHALL BE REQUIRED FOR EVERY ONE FOOT OF HEIGHT ABOVE 20 FEET.
- 3) FRONT YARD SETBACKS MAY BE REDUCED TO 10' FOR SIDE LOADED GARAGE PRODUCT.
- 4) MIN LOT DEPTH CAN BE REDUCED TO 100' ON MINIMUM AND CAN BE 100' AS LONG AS GROSS SQUARE FOOTAGE MEETS OR EXCEEDS MINIMUM LOT AREA.
- 5) ATTACHED PATIOS MAY REDUCE SETBACK BY 10' BUT NO PART OF THE STRUCTURE CAN BE CLOSER THAN 10' TO THE REAR PROPERTY LINE. ENCLOSED PATIOS WILL NOT BE ALLOWED WITHIN THIS ENCROACHMENT.

NOTE: DIMENSIONS SHOWN ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO FINAL PLAT MODIFICATIONS.

NOTE: SEE SHEET 12 FOR LOT & TRACT SIZES.

PHASE 1 CENTERLINE LINE TABLE

LINE #	BEARING	DISTANCE
1.56	N 77° 15' 00" E	155.85
1.57	N 66° 15' 03" W	121.50
1.58	N 66° 15' 03" W	121.50
1.59	N 66° 15' 03" W	121.50
1.60	N 66° 15' 03" W	121.50
1.61	N 66° 15' 03" W	121.50
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1.74	N 66° 15' 03" W	121.50
1.75	N 66° 15' 03" W	121.50
1.76	N 66° 15' 03" W	121.50
1.77	N 66° 15' 03" W	121.50
1.78	N 66° 15' 03" W	121.50
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1.81	N 66° 15' 03" W	121.50
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3.64	N 66° 15' 03" W	121.50
3.65	N 66° 15' 03" W	121.50

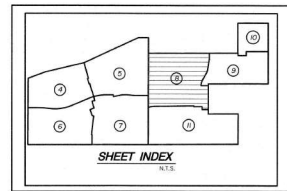


PHASE 2 CENTERLINE CURVE TABLE						
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD	
1	100.00	15.71	18.43	S87°20'00"W	46.69	
2	100.00	15.71	18.43	S77°19'00"W	46.69	
3	100.00	15.71	18.43	S87°20'00"W	46.69	
4	100.00	15.71	18.43	S77°19'00"W	46.69	
5	100.00	15.71	18.43	S87°20'00"W	46.69	
6	100.00	15.71	18.43	S77°19'00"W	46.69	
7	100.00	15.71	18.43	S87°20'00"W	46.69	
8	100.00	15.71	18.43	S77°19'00"W	46.69	
9	100.00	15.71	18.43	S87°20'00"W	46.69	
10	100.00	15.71	18.43	S77°19'00"W	46.69	

PHASE 2 CENTERLINE LINE TABLE		
LINE #	BEARING	DISTANCE
1	S88°53'18"E	158.45
2	S00°00'00"E	158.45
3	S00°00'00"E	158.45
4	S00°00'00"E	158.45
5	S00°00'00"E	158.45
6	S00°00'00"E	158.45
7	S00°00'00"E	158.45
8	S00°00'00"E	158.45
9	S00°00'00"E	158.45
10	S00°00'00"E	158.45

RESIDENTIAL DEVELOPMENT STANDARDS									
REFERENCE CASE NUMBER: FSB-617									
ZONE	MINIMUM LOT	MINIMUM YARD SETBACKS	MINIMUM BUILDING HEIGHT	MINIMUM FRONT YARD SETBACK	MINIMUM SIDE YARD SETBACK	MINIMUM REAR YARD SETBACK	MINIMUM FRONT SETBACK	MINIMUM SIDE SETBACK	MINIMUM REAR SETBACK
RES-1	1/2 AC	10'	10'	10'	10'	10'	10'	10'	10'
RES-2	1/4 AC	10'	10'	10'	10'	10'	10'	10'	10'
RES-3	1/8 AC	10'	10'	10'	10'	10'	10'	10'	10'

NOTE: 1) FRONT FACING GARAGES SHALL HAVE MINIMUM 20-FOOT FRONT YARD SETBACK. 2) WHERE BUILDING HEIGHT EXCEEDS 20 FEET AND IS LOCATED ADJACENT TO AN EXISTING SINGLE FAMILY DWELLING, ONE ADDITIONAL FOOT OF YARD SETBACK SHALL BE REQUIRED FOR EVERY ONE FOOT OF HEIGHT ABOVE 20 FEET. 3) FRONT YARD SETBACKS MAY BE REDUCED TO 0' FOR SIDE LOADED GARAGE PRODUCT. 4) MIN LOT DEPTH CAN BE REDUCED TO 100' OR WHICHEVER IS GREATER. 5) ATTACHED PATIOS MAY REDUCE SETBACK BY 10' BUT NO PART OF THE STRUCTURE CAN BE CLOSER THAN 10' TO THE REAR PROPERTY LINE. ENCLOSED PATIOS WILL NOT BE ALLOWED WITHIN THE ENCROACHMENT. NOTE: DIMENSIONS SHOWN ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO FINAL PLAT SPECIFICATIONS. NOTE: SEE SHEET 12 FOR LOT 8 & TRACT 5.



GRAPHIC SCALE 1"=60'

MESQUITE MOUNTAIN RANCH

CITY OF SURPRISE

MARICOPA COUNTY, ARIZONA

PRELIMINARY PLAT

GOODWIN & MARSHALL

CHARTERED ENGINEERS-PLANNERS-SURVEYORS

DATE: JUNE 2020

SHEET: 8 of 12

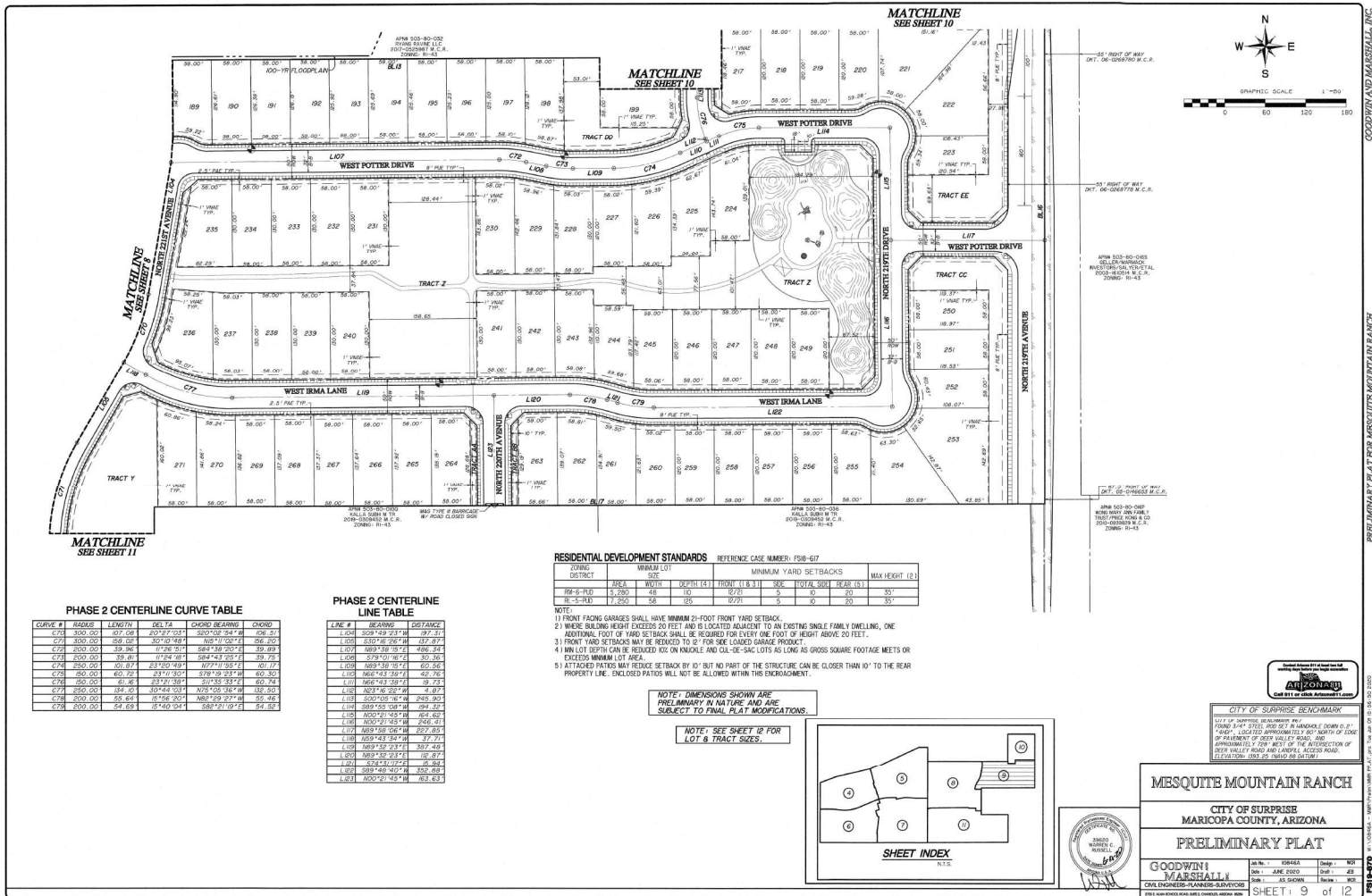
CITY OF SURPRISE BENCHMARK

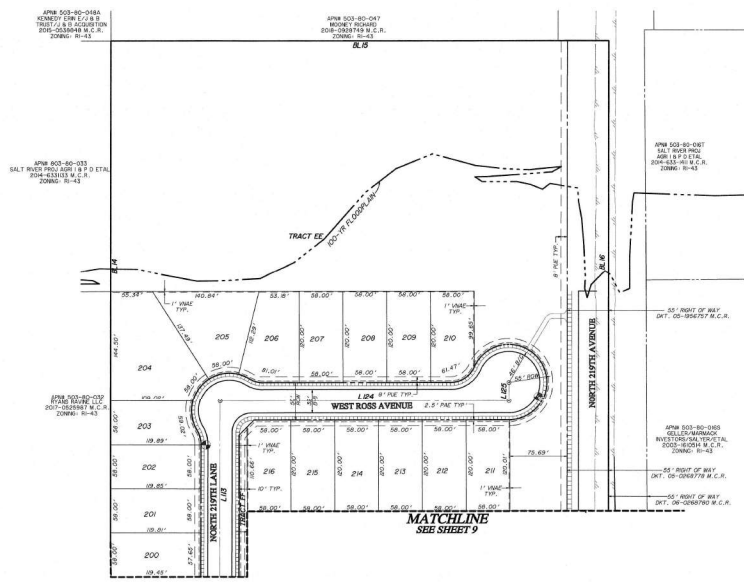
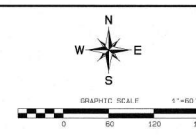
FOUND 3/4" STEEL ROD SET IN HANDSOME CONCRETE

APPROXIMATELY 10' NORTH OF CORNER OF PROPERTY OF DESA VILLY HOME, INC.

APPROXIMATELY 10' WEST OF THE INTERSECTION OF 60' WIDE ROAD AND 60' WIDE ROAD

ELEVATION: 1035.35 (FASD 88 DATUM)





ZONING DISTRICT		MINIMUM LOT SIZE		MINIMUM YARD SETBACKS		MAX HEIGHT (FT)	
AREA	WIDTH	DEPTH (4:1)	FRONT (1:1 & 3:1)	SIDE	TOTAL DEEP	REAR (3:1)	
RM-S-PD	5,180	48	10	5	0	20	35'
RS-3-PD	17,250	58	25	10	5	0	35'

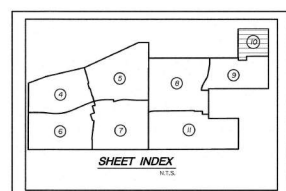
- NOTE:
- 1) FRONT FACING GARAGES SHALL HAVE MINIMUM 20-FOOT FRONT YARD SETBACK.
 - 2) WHERE BUILDING HEIGHT EXCEEDS 20 FEET AND IS LOCATED ADJACENT TO AN EXISTING SINGLE FAMILY DWELLING, ONE ADDITIONAL FOOT OF YARD SETBACK SHALL BE REQUIRED FOR EVERY ONE FOOT OF HEIGHT ABOVE 20 FEET.
 - 3) FRONT YARD SETBACKS MAY BE REDUCED TO 10' FOR SIDE LOADED GARAGE PRODUCT.
 - 4) MIN LOT DEPTH CAN BE REDUCED 10% ON KNOCKLE AND CUL-DE-SAC LOTS AS LONG AS GROSS SQUARE FOOTAGE MEETS OR EXCEEDS MINIMUM LOT AREA.
 - 5) ATTACHED PATIOS MAY REDUCE SETBACK BY 10' BUT NO PART OF THE STRUCTURE CAN BE CLOSER THAN 10' TO THE REAR PROPERTY LINE. ENCLOSED PATIOS WILL NOT BE ALLOWED WITHIN THE ENCLOSUREMENT.

NOTE: DIMENSIONS SHOWN ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO FINAL PLAT MODIFICATIONS.

NOTE: SEE SHEET 12 FOR LOT 8 TRACT SIZES.

PHASE 2 CENTERLINE LINE TABLE

LINE #	BEARING	DISTANCE
101	S00°05'48" W	645.30'
102	N02°05'08" E	150.74'
103	S00°04'58" E	25.00'

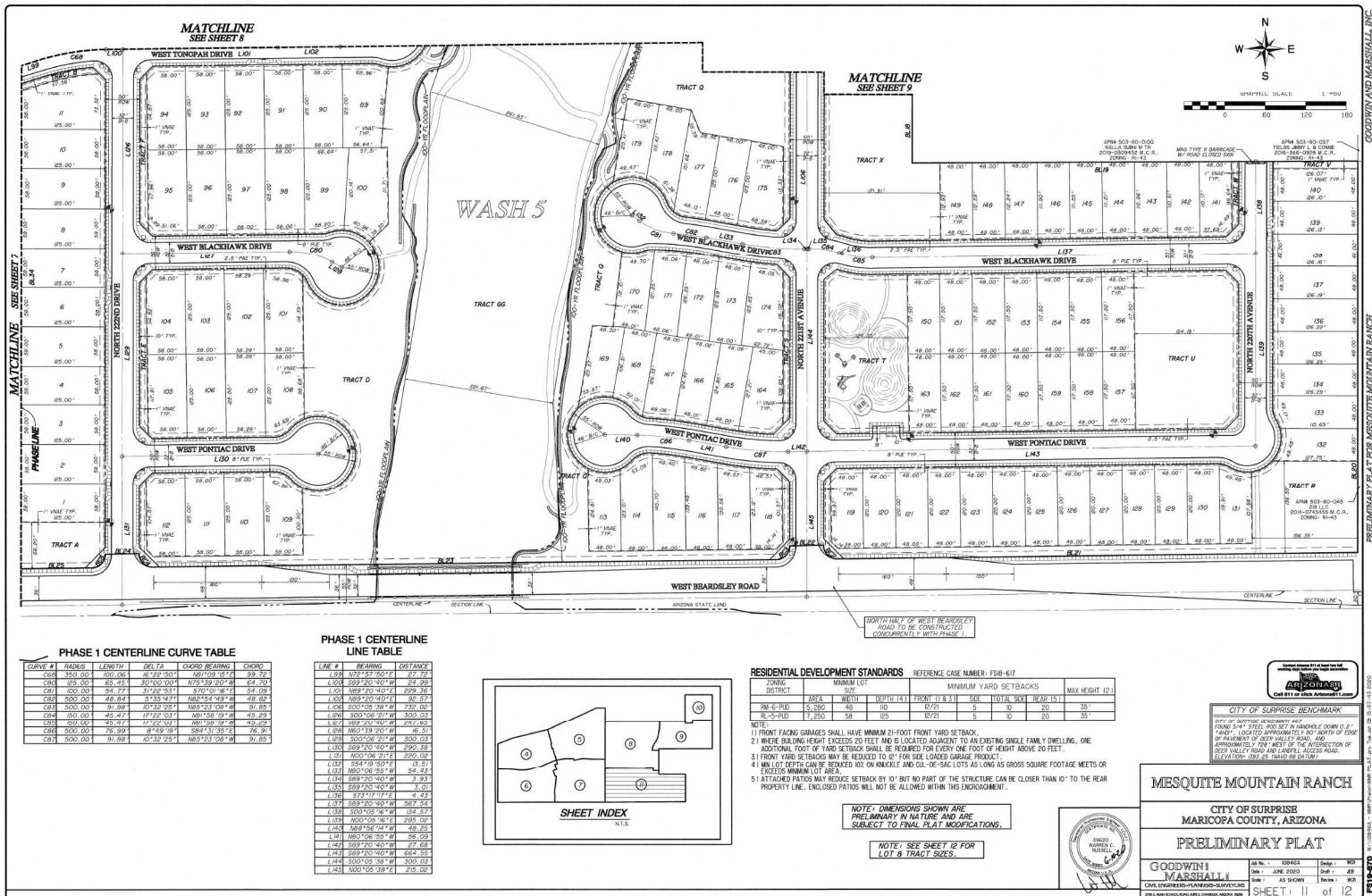


CITY OF SURPRISE, ARIZONA
CITY OF SURPRISE RESOLUTION NO. 17
PASSED 3-14-2010
"HARDY" LOCATED APPROXIMATELY 1.80' NORTH OF EDGE OF PROPERTY OF DEER VALLEY ROAD, ONE APPROXIMATELY 700' WEST OF THE INTERSECTION OF DEER VALLEY ROAD AND LANDLIFT ACCESS ROAD. ELEVATION: 1053.25 (HARDY 88 DATUM)

MESQUITE MOUNTAIN RANCH
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT



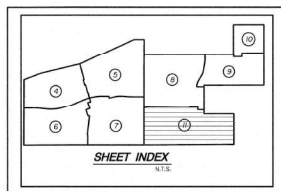
GOODWIN MARSHALL
CIVIL ENGINEER-PLANNING/SURVEYING
DATE: JUNE 2010
SHEET: 10 OF 12



PHASE 1 CENTERLINE CURVE TABLE				
CURVE #	RADIUS	LENGTH	DELTA	CHORD
C01	350.00	100.04	8.122 101°	99.72
C02	250.00	65.45	8.122 101°	64.10
C03	100.00	21.77	8.122 101°	21.50
C04	500.00	48.64	8.122 101°	48.62
C05	500.00	50.86	8.122 101°	50.85
C06	350.00	43.47	17.122 101°	43.29
C07	350.00	43.47	17.122 101°	43.29
C08	500.00	76.39	8.122 101°	76.37
C09	500.00	91.94	8.122 101°	91.85

PHASE 1 CENTERLINE
LINE TABLE

LINE #	BEARING	DISTANCE
L01	N72°17'50"E	27.78
L02	S89°10'42"E	14.29
L03	S89°10'42"E	229.25
L04	S89°10'42"E	62.57
L05	S89°10'42"E	772.55
L06	S89°10'42"E	300.00
L07	S89°10'42"E	674.65
L08	N60°19'10"E	66.31
L09	S89°10'42"E	200.00
L10	S89°10'42"E	220.00
L11	S89°10'42"E	220.00
L12	S89°10'42"E	220.00
L13	S89°10'42"E	220.00
L14	S89°10'42"E	220.00
L15	S89°10'42"E	220.00
L16	S89°10'42"E	220.00
L17	S89°10'42"E	220.00
L18	S89°10'42"E	220.00
L19	S89°10'42"E	220.00
L20	S89°10'42"E	220.00
L21	S89°10'42"E	220.00
L22	S89°10'42"E	220.00
L23	S89°10'42"E	220.00
L24	S89°10'42"E	220.00
L25	S89°10'42"E	220.00
L26	S89°10'42"E	220.00
L27	S89°10'42"E	220.00
L28	S89°10'42"E	220.00
L29	S89°10'42"E	220.00
L30	S89°10'42"E	220.00
L31	S89°10'42"E	220.00
L32	S89°10'42"E	220.00
L33	S89°10'42"E	220.00
L34	S89°10'42"E	220.00
L35	S89°10'42"E	220.00
L36	S89°10'42"E	220.00
L37	S89°10'42"E	220.00
L38	S89°10'42"E	220.00
L39	S89°10'42"E	220.00
L40	S89°10'42"E	220.00
L41	S89°10'42"E	220.00
L42	S89°10'42"E	220.00
L43	S89°10'42"E	220.00
L44	S89°10'42"E	220.00
L45	S89°10'42"E	220.00
L46	S89°10'42"E	220.00
L47	S89°10'42"E	220.00
L48	S89°10'42"E	220.00
L49	S89°10'42"E	220.00
L50	S89°10'42"E	220.00
L51	S89°10'42"E	220.00
L52	S89°10'42"E	220.00
L53	S89°10'42"E	220.00
L54	S89°10'42"E	220.00
L55	S89°10'42"E	220.00
L56	S89°10'42"E	220.00
L57	S89°10'42"E	220.00
L58	S89°10'42"E	220.00
L59	S89°10'42"E	220.00
L60	S89°10'42"E	220.00
L61	S89°10'42"E	220.00
L62	S89°10'42"E	220.00
L63	S89°10'42"E	220.00
L64	S89°10'42"E	220.00
L65	S89°10'42"E	220.00
L66	S89°10'42"E	220.00
L67	S89°10'42"E	220.00
L68	S89°10'42"E	220.00
L69	S89°10'42"E	220.00
L70	S89°10'42"E	220.00
L71	S89°10'42"E	220.00
L72	S89°10'42"E	220.00
L73	S89°10'42"E	220.00
L74	S89°10'42"E	220.00
L75	S89°10'42"E	220.00
L76	S89°10'42"E	220.00
L77	S89°10'42"E	220.00
L78	S89°10'42"E	220.00
L79	S89°10'42"E	220.00
L80	S89°10'42"E	220.00
L81	S89°10'42"E	220.00
L82	S89°10'42"E	220.00
L83	S89°10'42"E	220.00
L84	S89°10'42"E	220.00
L85	S89°10'42"E	220.00
L86	S89°10'42"E	220.00
L87	S89°10'42"E	220.00
L88	S89°10'42"E	220.00
L89	S89°10'42"E	220.00
L90	S89°10'42"E	220.00
L91	S89°10'42"E	220.00
L92	S89°10'42"E	220.00
L93	S89°10'42"E	220.00
L94	S89°10'42"E	220.00
L95	S89°10'42"E	220.00
L96	S89°10'42"E	220.00
L97	S89°10'42"E	220.00
L98	S89°10'42"E	220.00
L99	S89°10'42"E	220.00
L100	S89°10'42"E	220.00



RESIDENTIAL DEVELOPMENT STANDARDS				
REFERENCE CASE NUMBER: FSB-617				
MINIMUM LOT SIZE	MINIMUM YARD SETBACKS	MAX HEIGHT (FT)		
AREA	FRONT	REAR	SIDE	BACK
1/4 AC	10	10	5	35
1/2 AC	15	15	5	35
3/4 AC	20	20	5	35
1 AC	25	25	5	35

- NOTE:
- 1) FRONT FACING GARAGES SHALL HAVE MINIMUM 21-FOOT FRONT YARD SETBACK.
 - 2) WHERE BUILDING HEIGHT EXCEEDS 20 FEET AND IS LOCATED ADJACENT TO AN EXISTING SINGLE FAMILY DWELLING, ONE ADDITIONAL FOOT OF YARD SETBACK SHALL BE REQUIRED FOR EVERY ONE FOOT OF HEIGHT ABOVE 20 FEET.
 - 3) FRONT YARD SETBACKS MAY BE REDUCED TO 10' FOR SIDE LOADED GARAGE PRODUCT.
 - 4) MIN LOT DEPTH CAN BE REDUCED TO 100' ON WINDWARD AND CUL-DE-SAC LOTS AS LONG AS GROSS SQUARE FOOTAGE MEETS OR EXCEEDS MINIMUM LOT AREA.
 - 5) ATTACHED PATIOS MAY REDUCE SETBACK BY 10' BUT NO PART OF THE STRUCTURE CAN BE CLOSER THAN 10' TO THE REAR PROPERTY LINE. ENCLOSED PATIOS WILL NOT BE ALLOWED WITHIN THIS ENCROACHMENT.

NOTE: DIMENSIONS SHOWN ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO FINAL PLAT MODIFICATIONS.

NOTE: SEE SHEET 12 FOR LOT & TRACT SIZES.

MESQUITE MOUNTAIN RANCH

CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

PRELIMINARY PLAT

GOODWIN & MARSHALL

DATE: JUNE 2020
SHEET: 11 of 12

2017/12/17/2220

PHASE 1 LOTS				PHASE 2 LOTS				PHASE 3 LOTS				PHASE 4 LOTS				PHASE 5 LOTS				
LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	TYPICAL LOT LENGTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	TYPICAL LOT LENGTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	TYPICAL LOT LENGTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	TYPICAL LOT LENGTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	TYPICAL LOT LENGTH	
1	9,811	51.0	101	7,781	51.0	261	5,961	48.0	301	7,091	52.0	1	7,349	48.0	201	2,361	48.0	208	4,950	50.0
2	9,729	51.0	102	7,700	51.0	262	5,879	48.0	302	7,020	52.0	2	7,268	48.0	202	2,280	48.0	209	4,870	50.0
3	9,646	51.0	103	7,618	51.0	263	5,798	48.0	303	7,009	52.0	3	7,187	48.0	203	2,199	48.0	210	4,790	50.0
4	9,563	51.0	104	7,537	51.0	264	5,717	48.0	304	6,939	52.0	4	7,106	48.0	204	2,118	48.0	211	4,710	50.0
5	9,480	51.0	105	7,456	51.0	265	5,636	48.0	305	6,858	52.0	5	7,025	48.0	205	2,037	48.0	212	4,630	50.0
6	9,397	51.0	106	7,375	51.0	266	5,555	48.0	306	6,777	52.0	6	6,944	48.0	206	1,956	48.0	213	4,550	50.0
7	9,314	51.0	107	7,294	51.0	267	5,474	48.0	307	6,696	52.0	7	6,863	48.0	207	1,875	48.0	214	4,470	50.0
8	9,231	51.0	108	7,213	51.0	268	5,393	48.0	308	6,615	52.0	8	6,782	48.0	208	1,794	48.0	215	4,390	50.0
9	9,148	51.0	109	7,132	51.0	269	5,312	48.0	309	6,534	52.0	9	6,701	48.0	209	1,713	48.0	216	4,310	50.0
10	9,065	51.0	110	7,051	51.0	270	5,231	48.0	310	6,453	52.0	10	6,620	48.0	210	1,632	48.0	217	4,230	50.0
11	8,982	51.0	111	6,970	51.0	271	5,150	48.0	311	6,372	52.0	11	6,539	48.0	211	1,551	48.0	218	4,150	50.0
12	8,899	51.0	112	6,889	51.0	272	5,069	48.0	312	6,291	52.0	12	6,458	48.0	212	1,470	48.0	219	4,070	50.0
13	8,816	51.0	113	6,808	51.0	273	4,988	48.0	313	6,210	52.0	13	6,377	48.0	213	1,389	48.0	220	3,990	50.0
14	8,733	51.0	114	6,727	51.0	274	4,907	48.0	314	6,129	52.0	14	6,296	48.0	214	1,308	48.0	221	3,910	50.0
15	8,650	51.0	115	6,646	51.0	275	4,826	48.0	315	6,048	52.0	15	6,215	48.0	215	1,227	48.0	222	3,830	50.0
16	8,567	51.0	116	6,565	51.0	276	4,745	48.0	316	5,967	52.0	16	6,134	48.0	216	1,146	48.0	223	3,750	50.0
17	8,484	51.0	117	6,484	51.0	277	4,664	48.0	317	5,886	52.0	17	6,053	48.0	217	1,065	48.0	224	3,670	50.0
18	8,401	51.0	118	6,403	51.0	278	4,583	48.0	318	5,805	52.0	18	5,972	48.0	218	984	48.0	225	3,590	50.0
19	8,318	51.0	119	6,322	51.0	279	4,502	48.0	319	5,724	52.0	19	5,891	48.0	219	903	48.0	226	3,510	50.0
20	8,235	51.0	120	6,241	51.0	280	4,421	48.0	320	5,643	52.0	20	5,810	48.0	220	822	48.0	227	3,430	50.0
21	8,152	51.0	121	6,160	51.0	281	4,340	48.0	321	5,562	52.0	21	5,729	48.0	221	741	48.0	228	3,350	50.0
22	8,069	51.0	122	6,079	51.0	282	4,259	48.0	322	5,481	52.0	22	5,648	48.0	222	660	48.0	229	3,270	50.0
23	7,986	51.0	123	5,998	51.0	283	4,178	48.0	323	5,400	52.0	23	5,567	48.0	223	579	48.0	230	3,190	50.0
24	7,903	51.0	124	5,917	51.0	284	4,097	48.0	324	5,319	52.0	24	5,486	48.0	224	498	48.0	231	3,110	50.0
25	7,820	51.0	125	5,836	51.0	285	4,016	48.0	325	5,238	52.0	25	5,405	48.0	225	417	48.0	232	3,030	50.0
26	7,737	51.0	126	5,755	51.0	286	3,935	48.0	326	5,157	52.0	26	5,324	48.0	226	336	48.0	233	2,950	50.0
27	7,654	51.0	127	5,674	51.0	287	3,854	48.0	327	5,076	52.0	27	5,243	48.0	227	255	48.0	234	2,870	50.0
28	7,571	51.0	128	5,593	51.0	288	3,773	48.0	328	4,995	52.0	28	5,162	48.0	228	174	48.0	235	2,790	50.0
29	7,488	51.0	129	5,512	51.0	289	3,692	48.0	329	4,914	52.0	29	5,081	48.0	229	93	48.0	236	2,710	50.0
30	7,405	51.0	130	5,431	51.0	290	3,611	48.0	330	4,833	52.0	30	5,000	48.0	230	12	48.0	237	2,630	50.0
31	7,322	51.0	131	5,350	51.0	291	3,530	48.0	331	4,752	52.0	31	4,919	48.0	231	0	48.0	238	2,550	50.0
32	7,239	51.0	132	5,269	51.0	292	3,449	48.0	332	4,671	52.0	32	4,838	48.0	232	0	48.0	239	2,470	50.0
33	7,156	51.0	133	5,188	51.0	293	3,368	48.0	333	4,590	52.0	33	4,757	48.0	233	0	48.0	240	2,390	50.0
34	7,073	51.0	134	5,107	51.0	294	3,287	48.0	334	4,509	52.0	34	4,676	48.0	234	0	48.0	241	2,310	50.0
35	6,990	51.0	135	5,026	51.0	295	3,206	48.0	335	4,428	52.0	35	4,595	48.0	235	0	48.0	242	2,230	50.0
36	6,907	51.0	136	4,945	51.0	296	3,125	48.0	336	4,347	52.0	36	4,514	48.0	236	0	48.0	243	2,150	50.0
37	6,824	51.0	137	4,864	51.0	297	3,044	48.0	337	4,266	52.0	37	4,433	48.0	237	0	48.0	244	2,070	50.0
38	6,741	51.0	138	4,783	51.0	298	2,963	48.0	338	4,185	52.0	38	4,352	48.0	238	0	48.0	245	1,990	50.0
39	6,658	51.0	139	4,702	51.0	299	2,882	48.0	339	4,104	52.0	39	4,271	48.0	239	0	48.0	246	1,910	50.0
40	6,575	51.0	140	4,621	51.0	300	2,801	48.0	340	4,023	52.0	40	4,190	48.0	240	0	48.0	247	1,830	50.0
41	6,492	51.0	141	4,540	51.0	301	2,720	48.0	341	3,942	52.0	41	4,109	48.0	241	0	48.0	248	1,750	50.0
42	6,409	51.0	142	4,459	51.0	302	2,639	48.0	342	3,861	52.0	42	4,028	48.0	242	0	48.0	249	1,670	50.0
43	6,326	51.0	143	4,378	51.0	303	2,558	48.0	343	3,780	52.0	43	3,947	48.0	243	0	48.0	250	1,590	50.0
44	6,243	51.0	144	4,297	51.0	304	2,477	48.0	344	3,699	52.0	44	3,866	48.0	244	0	48.0	251	1,510	50.0
45	6,160	51.0	145	4,216	51.0	305	2,396	48.0	345	3,618	52.0	45	3,785	48.0	245	0	48.0	252	1,430	50.0
46	6,077	51.0	146	4,135	51.0	306	2,315	48.0	346	3,537	52.0	46	3,704	48.0	246	0	48.0	253	1,350	50.0
47	5,994	51.0	147	4,054	51.0	307	2,234	48.0	347	3,456	52.0	47	3,623	48.0	247	0	48.0	254	1,270	50.0
48	5,911	51.0	148	3,973	51.0	308	2,153	48.0	348	3,375	52.0	48	3,542	48.0	248	0	48.0	255	1,190	50.0
49	5,828	51.0	149	3,892	51.0	309	2,072	48.0	349	3,294	52.0	49	3,461	48.0	249	0	48.0	256	1,110	50.0
50	5,745	51.0	150	3,811	51.0	310	1,991	48.0	350	3,213	52.0	50	3,380	48.0	250	0	48.0	257	1,030	50.0
51	5,662	51.0	151	3,730	51.0	311	1,910	48.0	351	3,132	52.0	51	3,299	48.0	251	0	48.0	258	950	50.0
52	5,579	51.0	152	3,649	51.0	312	1,829	48.0	352	3,051	52.0	52	3,218	48.0	252	0	48.0	259	870	50.0
53	5,496	51.0	153	3,568	51.0	313	1,748	48.0	353	2,970	52.0	53	3,137	48.0	253	0	48.0	260	790	50.0
54	5,413	51.0	154	3,487	51.0	314	1,667	48.0	354	2,889	52.0	54	3,056	48.0	254	0	48.0	261	710	50.0
55	5,330	51.0	155	3,406	51.0	315	1,586	48.0	355	2,808	52.0	55	2,975	48.0	255	0	48.0	262	630	50.0
56	5,247	51.0	156	3,325	51.0	316	1,505	48.0	356	2,727	52.0	56	2,894	48.0	256	0	48.0	263	550	50.0
57	5,164	51.0	157	3,244	51.0	317	1,424	48.0	357	2,646	52.0	57	2,813	48.0	257	0	48.0	264	470	50.0
58	5,081	51.0	158	3,163	51.0	318	1,343	48.0	358	2,565	52.0	58	2,732	48.0	258	0	48.0	265	390	50.0
59	5,000	51.0	159	3,082	51.0	319	1,262	48.0	359	2,484	52.0	59	2,651	48.0	259	0	48.0	266	310	50.0
60	4,917	51.0	160	2,999	51.0	320	1,181	48.0	360	2,403	52.0	60	2,570	48.0	260	0	48.0	267	230	50.0
61	4,834	51.0	161	2,918	51.0	321	1,100	48.0	361	2,322	52.0	61	2,489	48.0	261	0	48.0	268	150	50.0
62	4,751	51.0	162	2,837	51.0	322	1,019	48.0	362	2,241	52.0	62	2,408	48.0	262	0	48.0	269	70	50.0
63	4,668	51.0	163	2,756	51.0	323	938	48.0	363	2,160	52.0	63	2,327	48.0	263	0	48.0	270	0	50.0
64	4,585	51.0	164	2,675	51.0	324	857	48.0	364	2,079	52.0	64	2,246	48.0	264	0	48.0	271	0	50.0
65	4,502	51.0	165	2,594	51.0	325	776	48.0	365	1,998	52.0	65	2,165	48.0						

--	--

PHASE I TRACTS					PHASE II TRACTS				
TRACT NAME	AREA (ACS)	USE	OWNER		TRACT NAME	AREA (ACS)	USE	OWNER	
TRACT A	8.556	LANDSCAPE / ORANGE / FRUIT / FRUIT	HOA		TRACT B	0.183	LANDSCAPE	HOA	
TRACT B	0.004	LANDSCAPE	HOA		TRACT C	0.013	LANDSCAPE	HOA	
TRACT C	0.004	LANDSCAPE	HOA		TRACT D	0.013	LANDSCAPE / ORANGE / FRUIT / FRUIT	HOA	
TRACT D	1.245	LANDSCAPE / FRUIT / FRUIT / FRUIT	HOA		TRACT E	0.494	LANDSCAPE / FRUIT	HOA	
TRACT E	0.004	LANDSCAPE	HOA		TRACT F	0.004	LANDSCAPE	HOA	
TRACT F	0.004	LANDSCAPE	HOA		TRACT G	0.004	LANDSCAPE	HOA	
TRACT G	1.108	LANDSCAPE	HOA		TRACT H	0.004	LANDSCAPE	HOA	
TRACT H	0.004	LANDSCAPE	HOA		TRACT I	0.004	LANDSCAPE	HOA	
TRACT I	0.004	LANDSCAPE	HOA		TRACT J	0.004	LANDSCAPE	HOA	
TRACT J	0.004	LANDSCAPE	HOA		TRACT K	0.004	LANDSCAPE	HOA	
TRACT K	0.004	LANDSCAPE	HOA		TRACT L	0.004	LANDSCAPE	HOA	
TRACT L	0.004	LANDSCAPE	HOA		TRACT M	0.004	LANDSCAPE	HOA	
TRACT M	0.004	LANDSCAPE	HOA		TRACT N	0.004	LANDSCAPE	HOA	
TRACT N	0.004	LANDSCAPE / FRUIT / FRUIT / FRUIT	HOA		TRACT O	0.004	LANDSCAPE	HOA	
TRACT O	0.004	LANDSCAPE / FRUIT / FRUIT / FRUIT	HOA		TRACT P	0.004	LANDSCAPE	HOA	
TRACT P	0.004	LANDSCAPE / FRUIT / FRUIT / FRUIT	HOA		TRACT Q	0.004	LANDSCAPE / ORANGE / FRUIT / FRUIT	HOA	
TRACT Q	0.004	LANDSCAPE / FRUIT / FRUIT / FRUIT	HOA		TRACT R	0.004	LANDSCAPE / ORANGE / FRUIT / FRUIT	HOA	
TRACT R	0.004	LANDSCAPE / FRUIT / FRUIT / FRUIT	HOA		TRACT S	0.004	LANDSCAPE / ORANGE / FRUIT / FRUIT	HOA	
TRACT S	0.004	LANDSCAPE / FRUIT / FRUIT / FRUIT	HOA		TRACT T	0.004	LANDSCAPE / ORANGE / FRUIT / FRUIT	HOA	
TRACT T	0.004	LANDSCAPE / FRUIT / FRUIT / FRUIT	HOA		TRACT U	0.004	LANDSCAPE / ORANGE / FRUIT / FRUIT	HOA	
TRACT U	0.004	LANDSCAPE / FRUIT / FRUIT / FRUIT	HOA		TRACT V	0.004	LANDSCAPE / ORANGE / FRUIT / FRUIT	HOA	
TRACT V	0.004	LANDSCAPE / FRUIT / FRUIT / FRUIT	HOA		TRACT W	0.004	LANDSCAPE / ORANGE / FRUIT / FRUIT	HOA	
TRACT W	0.004	LANDSCAPE / FRUIT / FRUIT / FRUIT	HOA		TRACT X	0.004	LANDSCAPE / ORANGE / FRUIT / FRUIT	HOA	
TRACT X	0.004	LANDSCAPE / FRUIT / FRUIT / FRUIT	HOA		TRACT Y	0.004	LANDSCAPE / ORANGE / FRUIT / FRUIT	HOA	
TRACT Y	0.004	LANDSCAPE / FRUIT / FRUIT / FRUIT	HOA		TRACT Z	0.004	LANDSCAPE / ORANGE / FRUIT / FRUIT	HOA	
TRACT Z	0.004	LANDSCAPE / FRUIT / FRUIT / FRUIT	HOA						

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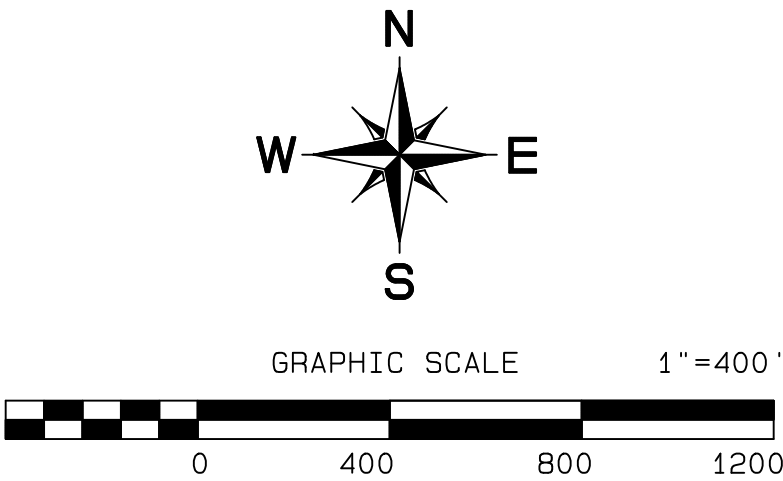
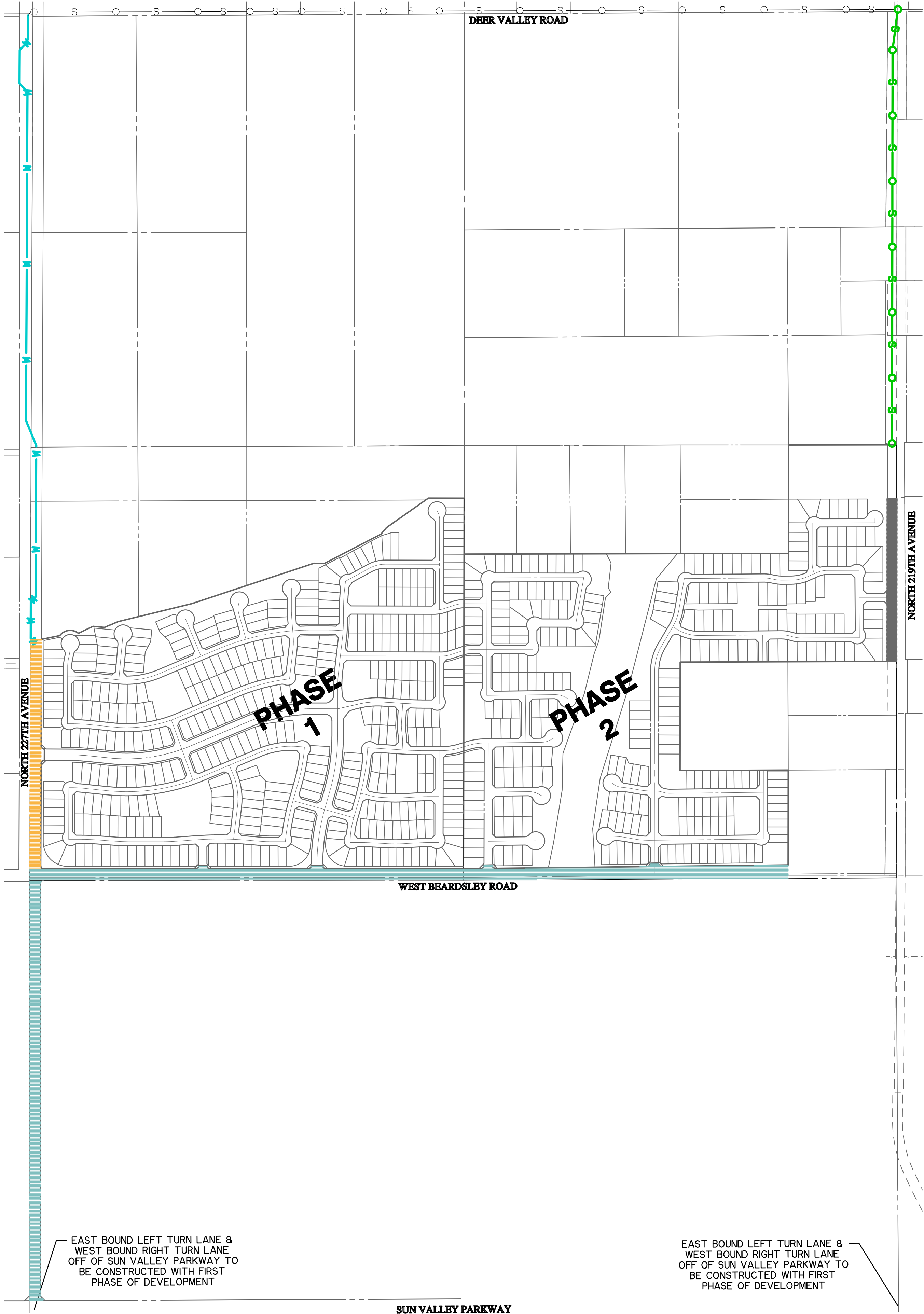
PHASE 1 LAND USE SUMMARY			PHASE 2 LAND USE SUMMARY			MESQUITE MOUNTAIN RANCH LAND USE SUMMARY		
53'X120' LOTS	115		53'X115' LOTS	73		48'X110' LOTS	16	
48'X115' LOTS	167		58'X125' LOTS	36		48'X115' LOTS	16	
53'X130' LOTS	104		48'X130' LOTS	67		53'X120' LOTS	11	
TOTAL LOTS	386		58'X130' LOTS	54		58'X120' LOTS	10	
GROSS DENSITY	3.63		53'X120' LOTS	47		58'X125' LOTS	4	
NET DENSITY	4.67		TOTAL LOTS	280		58'X120' LOTS	10	
OPEN SPACE	58.074%		GROSS DENSITY	2.90		58'X125' LOTS	4	
PUBLIC STREETS	25.344		NET DENSITY	4.54		58'X130' LOTS	4	
(NON-ARTERIAL)			LOT ACREAGE	43.860		58'X120' LOTS	5	
OPEN SPACE	21.730		(NON-ARTERIAL)	17.844		TOTAL LOTS	66	
TOTAL ACREAGE	105.157		OPEN SPACE	34.975		NET DENSITY	4.54	
				95.679		LOT ACREAGE	101.930	
						PUBLIC STREETS	43.188	
						(NON-ARTERIAL)	3.3	
						OPEN SPACE	56.71	
						TOTAL ACREAGE	201.83	



MESQUITE MOUNTAIN RANCH

CITY OF SURPRISE MARICOPA COUNTY, ARIZONA

LOT, TRACT & LAND USE SUMMARIES



LEGEND

	HALF STREET IMPROVEMENTS THAT THE FIRST PHASE OF DEVELOPMENT IS RESPONSIBLE FOR
	HALF STREET IMPROVEMENTS THAT PHASE 1 IS RESPONSIBLE FOR
	HALF STREET IMPROVEMENTS THAT PHASE 2 IS RESPONSIBLE FOR
	OFFSITE WATER LINE THAT THE FIRST PHASE OF DEVELOPMENT IS RESPONSIBLE FOR
	OFFSITE SEWER LINE THAT THE FIRST PHASE OF DEVELOPMENT IS RESPONSIBLE FOR

- NOTES:
1. IF PHASE 1 DEVELOPS FIRST, A SEWER LINE WILL NEED TO BE CONSTRUCTED THROUGH PHASE 2 TO CONNECT TO THE OFFSITE SEWER LINE SHOWN HERE.
 2. IF PHASE 2 DEVELOPS FIRST, A WATER LINE WILL NEED TO BE CONSTRUCTED THROUGH PHASE 1 TO CONNECT TO THE OFFSITE WATER LINE SHOWN HERE.



CITY OF SURPRISE BENCHMARK
CITY OF SURPRISE BENCHMARK #67
FOUND 3/4" STEEL ROD SET IN HANDHOLE DOWN 0.2' "4HD", LOCATED APPROXIMATELY 80' NORTH OF EDGE OF PAVEMENT OF DEER VALLEY ROAD, AND APPROXIMATELY 728' WEST OF THE INTERSECTION OF DEER VALLEY ROAD AND LANDFILL ACCESS ROAD. ELEVATION= 1393.25 (NAVD 88 DATUM)

MESQUITE MOUNTAIN RANCH

CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

PHASING PLAN

GOODWIN & MARSHALL CIVIL ENGINEERS-PLANNERS-SURVEYORS 2705 S. ALMA SCHOOL ROAD, SUITE 2, CHANDLER, ARIZONA 85286	Job No. :	10846A	Design :	WCR
	Date :	DECEMBER, 2019	Draft :	JEB
	Scale :	AS SHOWN	Review :	WCR



PARKS PLAN
FIGURE 1

MESQUITE MOUNTAIN RANCH
INVESTMENTS, LLC

7505 East Sixth Street
Scottsdale, AZ 85251

GOODWIN
MARSHALL

CIVIL ENGINEERS - PLANNERS - SURVEYORS

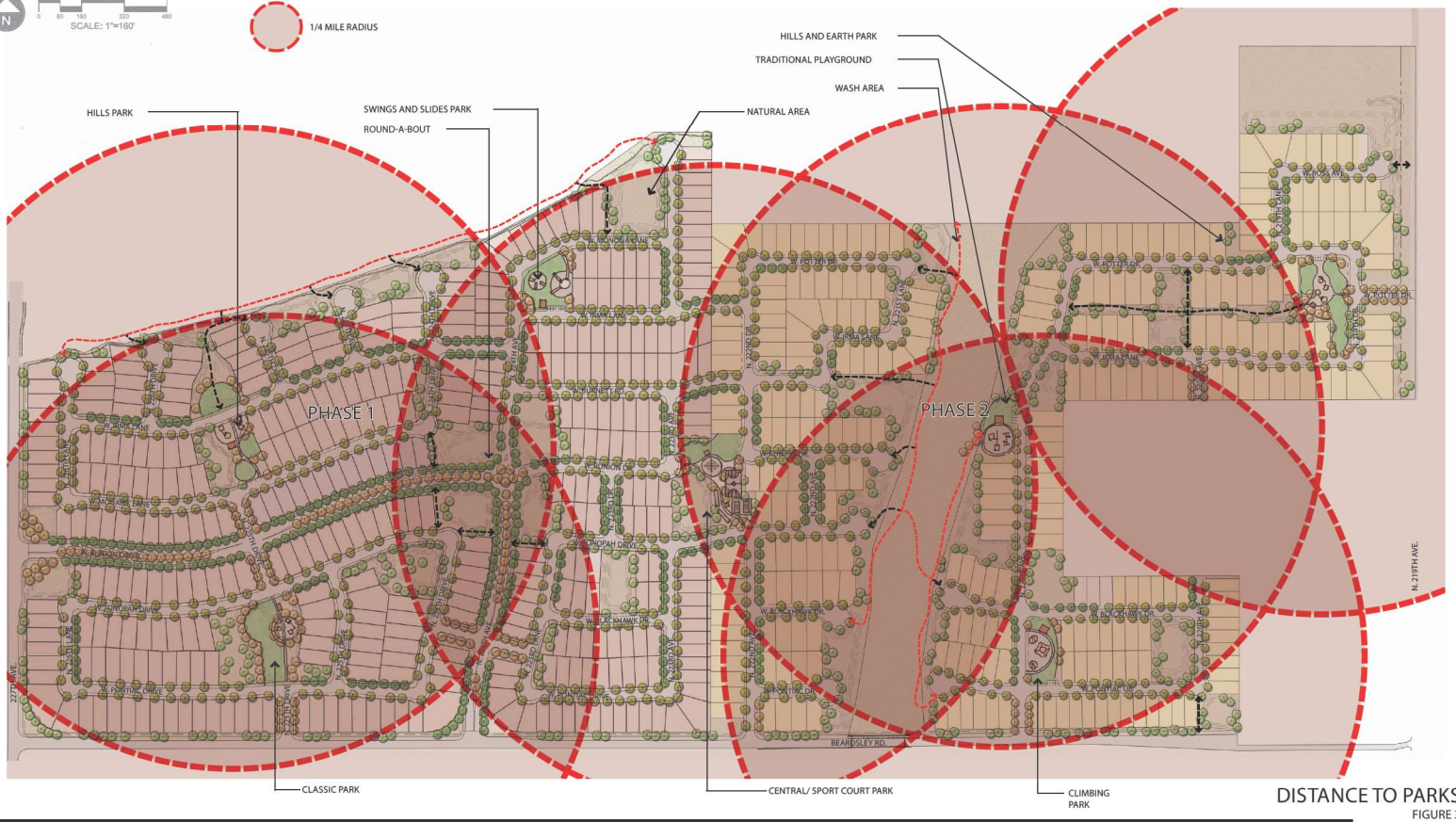
400 E. TYPEN LANE, SUITE 100, PHOENIX, ARIZONA 85044
PH: (602) 218-7282

MESQUITE MOUNTAIN RANCH

CITY OF SURPRISE, AZ

MAY 2020

CONCEPTUAL LANDSCAPE MASTER PLAN



DISTANCE TO PARKS
FIGURE 3

MESQUITE MOUNTAIN RANCH
INVESTMENTS, LLC
7505 East Sixth Street
Scottsdale, AZ 85251

GOODWIN
MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
4605 E. TYPEN LANE, SUITE 100 PHOENIX, ARIZONA 85044
PHOENIX (602) 218-7280



MESQUITE MOUNTAIN RANCH
CITY OF SURPRISE, AZ

JANUARY 2020

CONCEPTUAL LANDSCAPE MASTER PLAN



COMMUNITY ENTRY MONUMENTATION
FIGURE 4

MESQUITE MOUNTAIN RANCH
INVESTMENTS, LLC
7505 East Sixth Street
Scottsdale, AZ 85251

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MARSHALL
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400 E. TYPEN LANE, SUITE 100 PHOENIX, ARIZONA 85044
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MESQUITE MOUNTAIN RANCH
CITY OF SURPRISE, AZ
MAY 2020

CONCEPTUAL LANDSCAPE MASTER PLAN



COMMUNITY ENTRY MONUMENTATION
FIGURE 5

MESQUITE MOUNTAIN RANCH
INVESTMENTS, LLC
7505 East Sixth Street
Scottsdale, AZ 85251

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MARSHALL
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400 E. TYPEN LANE, SUITE 100 PHOENIX, ARIZONA 85044
PHOENIX (602) 218-7282



MESQUITE MOUNTAIN RANCH
CITY OF SURPRISE, AZ

MAY 2020

CONCEPTUAL LANDSCAPE MASTER PLAN



N. 224TH AVE. ROUNDABOUT
FIGURE 6

MESQUITE MOUNTAIN RANCH
INVESTMENTS, LLC
7505 East Sixth Street
Scottsdale, AZ 85251

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MARSHALL
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400 E. TWIN LAKES DR. SUITE 100 PHOENIX, ARIZONA 85044
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MESQUITE MOUNTAIN RANCH
CITY OF SURPRISE, AZ

MAY 2020

CONCEPTUAL LANDSCAPE MASTER PLAN



CENTRAL/ SPORT COURT PARK
FIGURE 7

MESQUITE MOUNTAIN RANCH
INVESTMENTS, LLC
7505 East Sixth Street
Scottsdale, AZ 85251

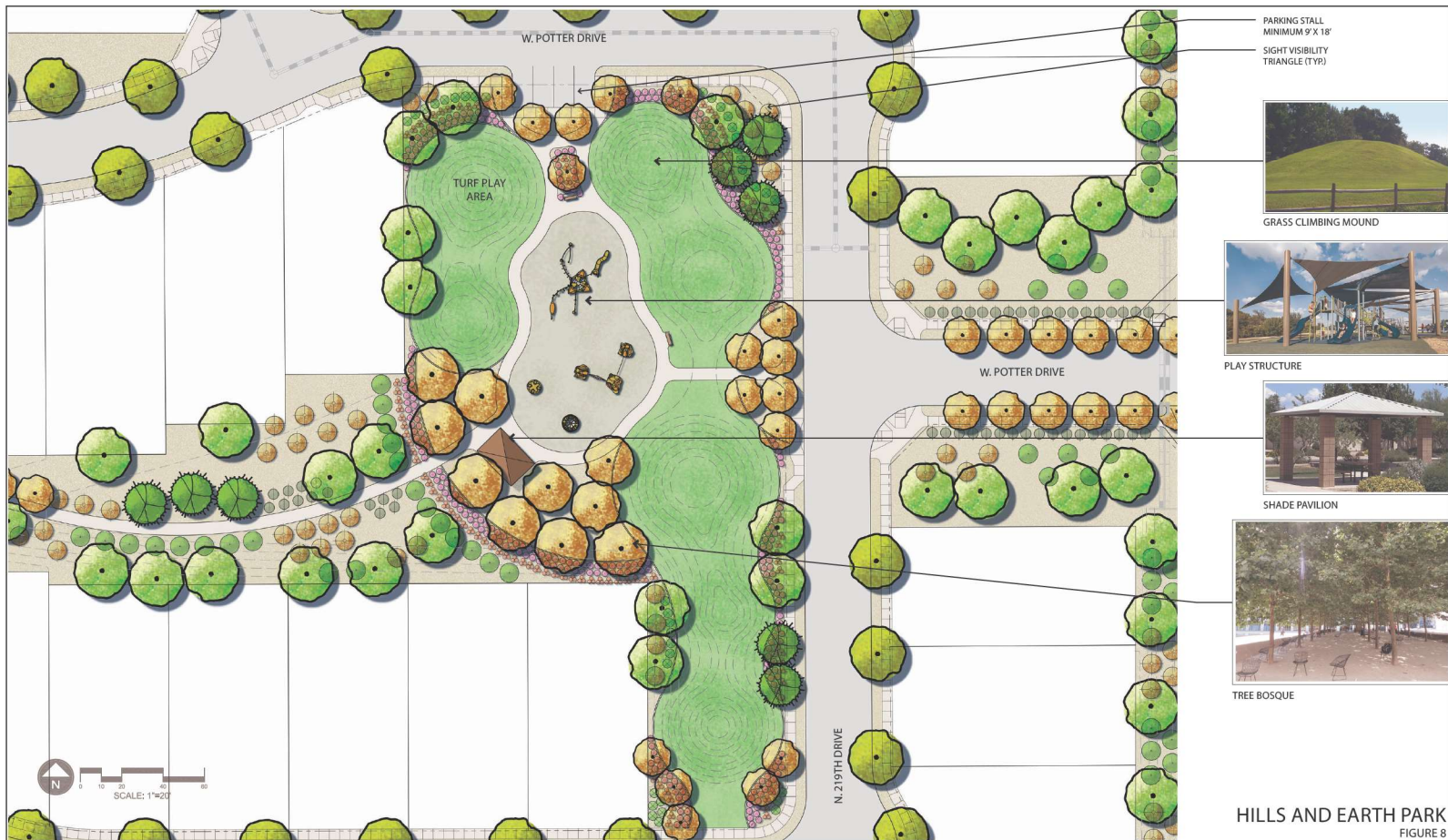
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MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
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MESQUITE MOUNTAIN RANCH
CITY OF SURPRISE, AZ

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CONCEPTUAL LANDSCAPE MASTER PLAN



MESQUITE MOUNTAIN RANCH
INVESTMENTS, LLC
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Scottsdale, AZ 85251

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MESQUITE MOUNTAIN RANCH

CITY OF SURPRISE, AZ

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CONCEPTUAL LANDSCAPE MASTER PLAN



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MESQUITE MOUNTAIN RANCH
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Scottsdale, AZ 85251

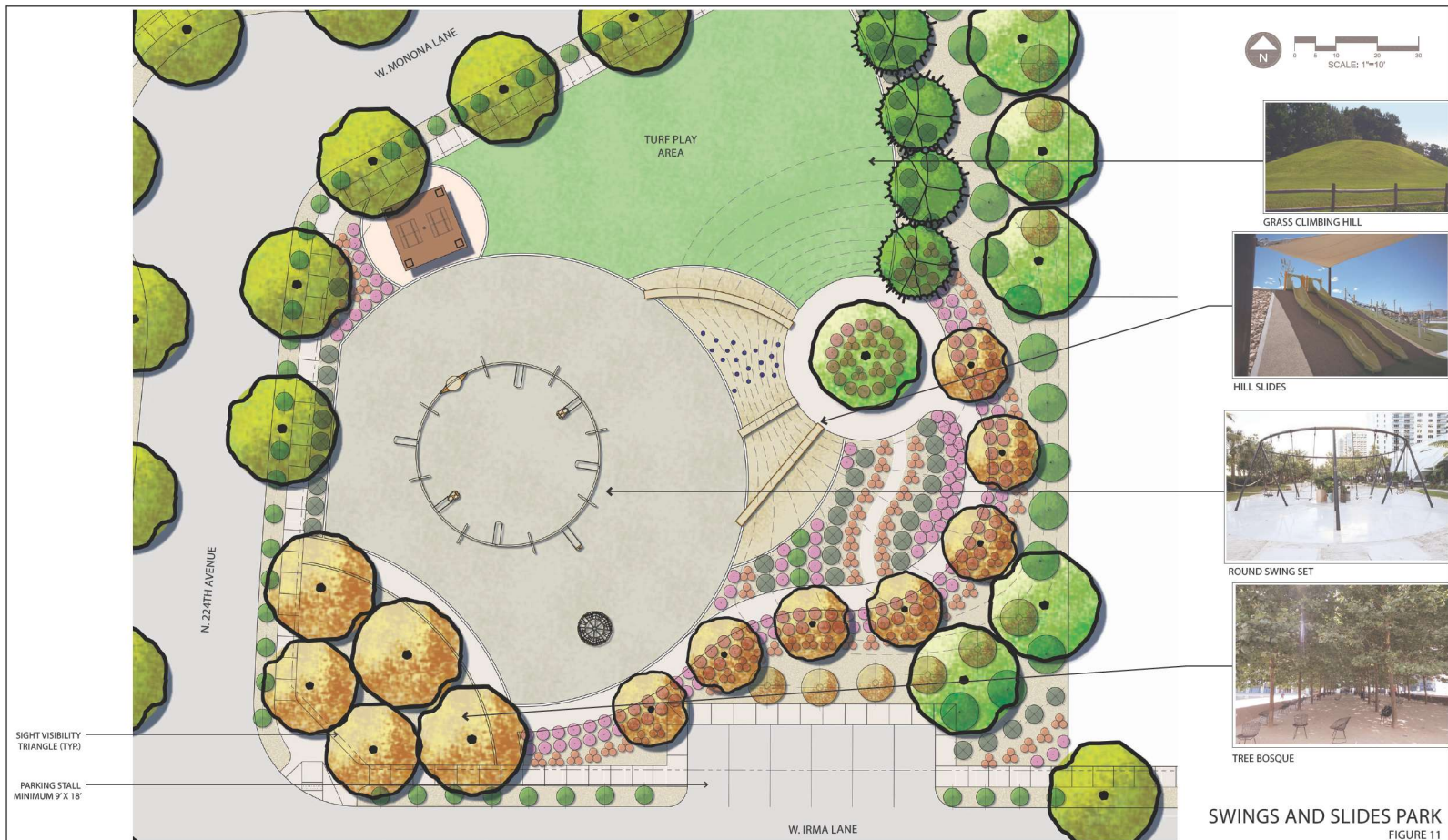
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MESQUITE MOUNTAIN RANCH
CITY OF SURPRISE, AZ

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MESQUITE MOUNTAIN RANCH
CITY OF SURPRISE, AZ
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MESQUITE MOUNTAIN RANCH
CITY OF SURPRISE, AZ

MAY 2020

CONCEPTUAL LANDSCAPE MASTER PLAN



TRAIL CROSS-SECTION
FIGURE 14

MESQUITE MOUNTAIN RANCH
INVESTMENTS, LLC
7505 East Sixth Street
Scottsdale, AZ 85251

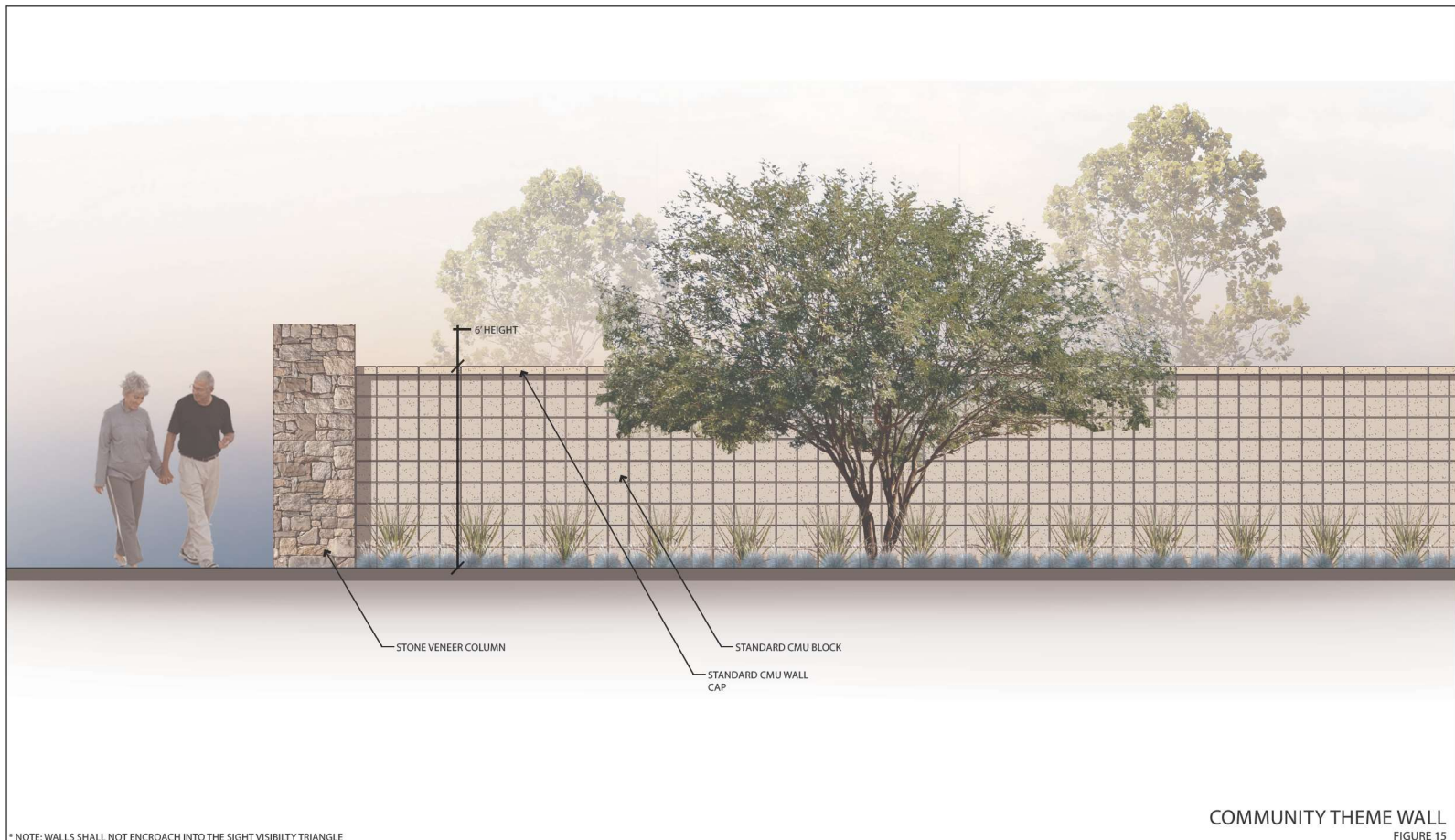
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MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
400 E. TWIN LAKES DR. SUITE 100 PHOENIX, ARIZONA 85044
PHOENIX (602) 218-7285



MESQUITE MOUNTAIN RANCH
CITY OF SURPRISE, AZ

MAY 2020

CONCEPTUAL LANDSCAPE MASTER PLAN



* NOTE: WALLS SHALL NOT ENCR OACH INTO THE SIGHT VISIBILITY TRIANGLE

COMMUNITY THEME WALL
FIGURE 15

MESQUITE MOUNTAIN RANCH
INVESTMENTS, LLC

7505 East Sixth Street
Scottsdale, AZ 85251

GOODWIN
MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS

400 E. TWIN LAKES DR. SUITE 100 PHOENIX, ARIZONA 85044
PHOENIX (602) 218-7280

MESQUITE MOUNTAIN RANCH

CITY OF SURPRISE, AZ

MAY 2020

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MESQUITE MOUNTAIN RANCH
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MESQUITE MOUNTAIN RANCH
CITY OF SURPRISE, AZ

MAY 2020

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MESQUITE MOUNTAIN RANCH
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MESQUITE MOUNTAIN RANCH
CITY OF SURPRISE, AZ

MAY 2020

CONCEPTUAL LANDSCAPE MASTER PLAN

DEVELOPMENT DATA

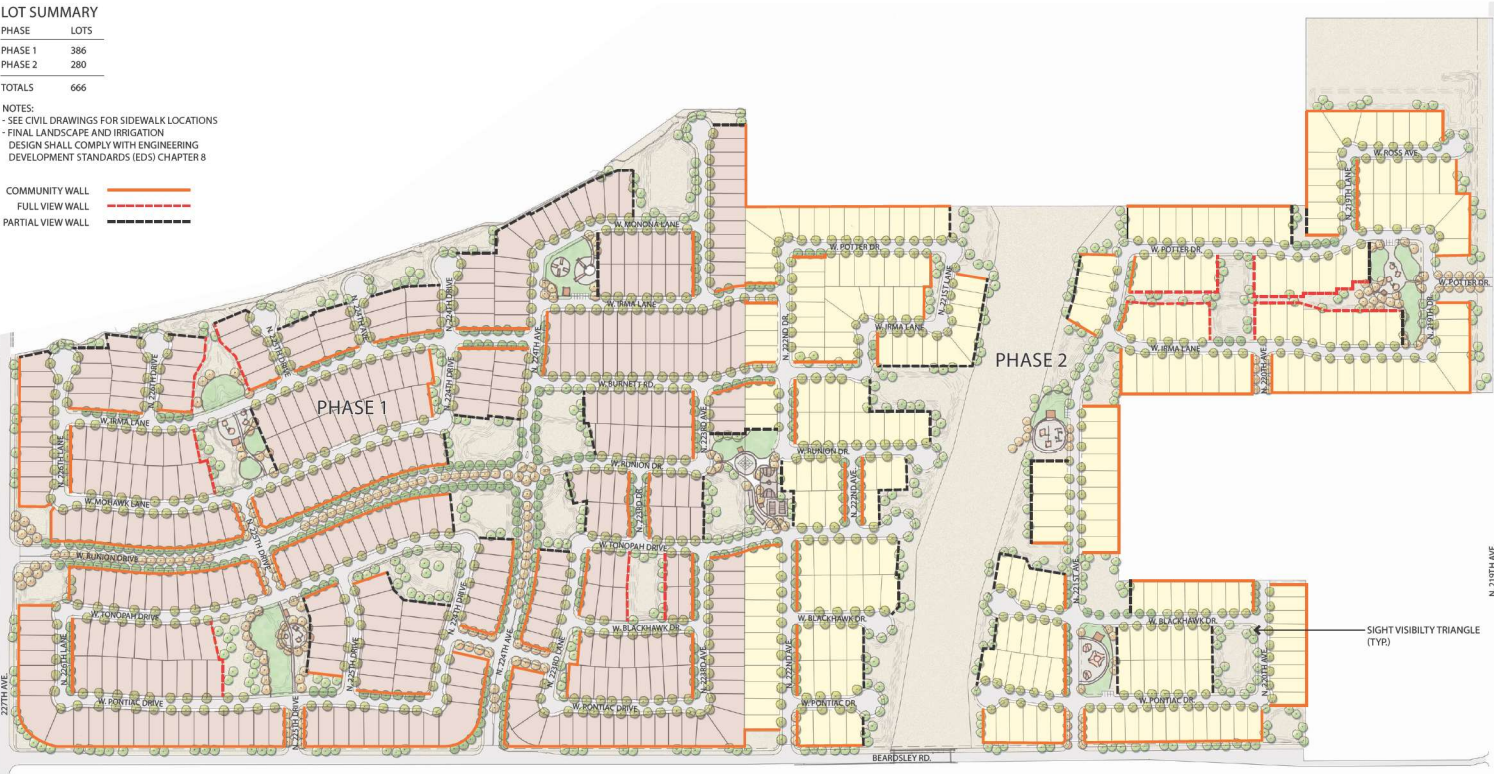


LOT SUMMARY

PHASE	LOTS
PHASE 1	386
PHASE 2	280
TOTALS	666

NOTES:
- SEE CIVIL DRAWINGS FOR SIDEWALK LOCATIONS
- FINAL LANDSCAPE AND IRRIGATION
DESIGN SHALL COMPLY WITH ENGINEERING
DEVELOPMENT STANDARDS (EDS) CHAPTER 8

COMMUNITY WALL ————
FULL VIEW WALL - - - - -
PARTIAL VIEW WALL - · - · -



CONCEPTUAL WALL PLAN

* NOTE: WALLS SHALL NOT ENCR OACH INTO THE SIGHT VISIBILITY TRIANGLE

MESQUITE MOUNTAIN RANCH
INVESTMENTS, LLC
7505 East Sixth Street
Scottsdale, AZ 85251

GOODWIN
MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
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PH: (602) 218-7282



MESQUITE MOUNTAIN RANCH
CITY OF SURPRISE, AZ

MAY 2020

CONCEPTUAL LANDSCAPE MASTER PLAN



Wickenburg Unified School District

40 West Yavapai Street • Wickenburg, AZ 85390

Phone: 928-668-5350 • FAX: 928-668-5390

wickenburgschools.org

January 28, 2019

Mr. Lloyd Abrams
Assistant Director, Community Development
City of Surprise
16000 N City Center Plaza
Surprise, AZ 85374

RE: Rezone case with PUD Overlay, Mesquite Mountain Ranch, Surprise, Arizona

Dear Mr. Abrams:

This letter is in regards to the above referenced rezoning case that is currently being processed.

Wickenburg Unified School District is strongly in support of this proposed rezoning. If you have any questions feel free to contact me.

Sincerely,

Howard C. Carlson, Ed.D.
Superintendent
Wickenburg Unified School District #9

Cc: Matthew Goodwin



**DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND**

7 January 2020

Mr. James R. Mitchell
Director, Community Initiatives Team
56th Fighter Wing
14185 West Falcon Street
Luke AFB AZ 85309-1629

Ms. Nichole Flores
Development Services Specialist
City of Surprise Planning Department
16000 N. Civic Center Plaza
Surprise AZ 85374

Re: FS19-870; Mesquite Mountain Ranch Phase I & II (APN: 503-80-053 thru 503-80-407,
503-80-408 thru 503-80-671)

Dear Ms. Flores

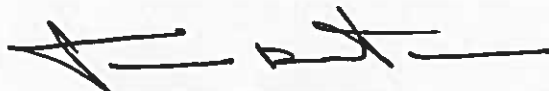
Thank you for the opportunity to provide comments on the Preliminary Plat Application on Mesquite Mountain Ranch Phase I & II. The site is located on 201.9 acres of undeveloped land in West Surprise Special Planning area 3, North of Beardsley Road and East of North 227th Avenue. Plans call for the construction of 664 single family residential units, for an overall density of 3.3 du/ac. The site is located approximately 2.03 miles outside the Luke AFB Auxiliary Field #1 2004 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461, and is outside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

In an effort to promote a more compatible co-existence Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/acre from the 65 Ldn to 1/2 mile, a maximum of 4 du/acre from 1/2 to 1 mile, and a maximum of 6 du/acre from 1 to 3 miles. Mesquite Mountain Ranch, with a density of 3.3 du/ac falls within these guidelines.

The request, as stated in the narrative, will not negatively impact Luke AFB's flying mission. Even though the property is located outside the "territory in the vicinity of a military airport," it will be subjected to approximately 13,000 flight operations per year as low as 1,500 feet above the ground. We recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant is essential to inform potential residents about Luke AFB operations.

If there are any questions, please contact my Community Planner, Mr. Reggie Christianson at (623) 856-9981.

Sincerely

A handwritten signature in black ink, appearing to read 'J. Mitchell', with a stylized flourish at the end.

JAMES R. MITCHELL

cc:

Colonel Scott W. Walker, Vice Commander, 56th Fighter Wing

Ms. Cindy L. Allen, GS-13, General and Environmental Law Attorney, 56th Fighter Wing



FS19-870

Mesquite Mountain Ranch III Preliminary Plat

City Council – September 15, 2020

VICINITY MAP

FS19-870

**Deer Valley
Road**

**Maricopa
County**

227th Avenue

SITE

**Beardsley
Road**

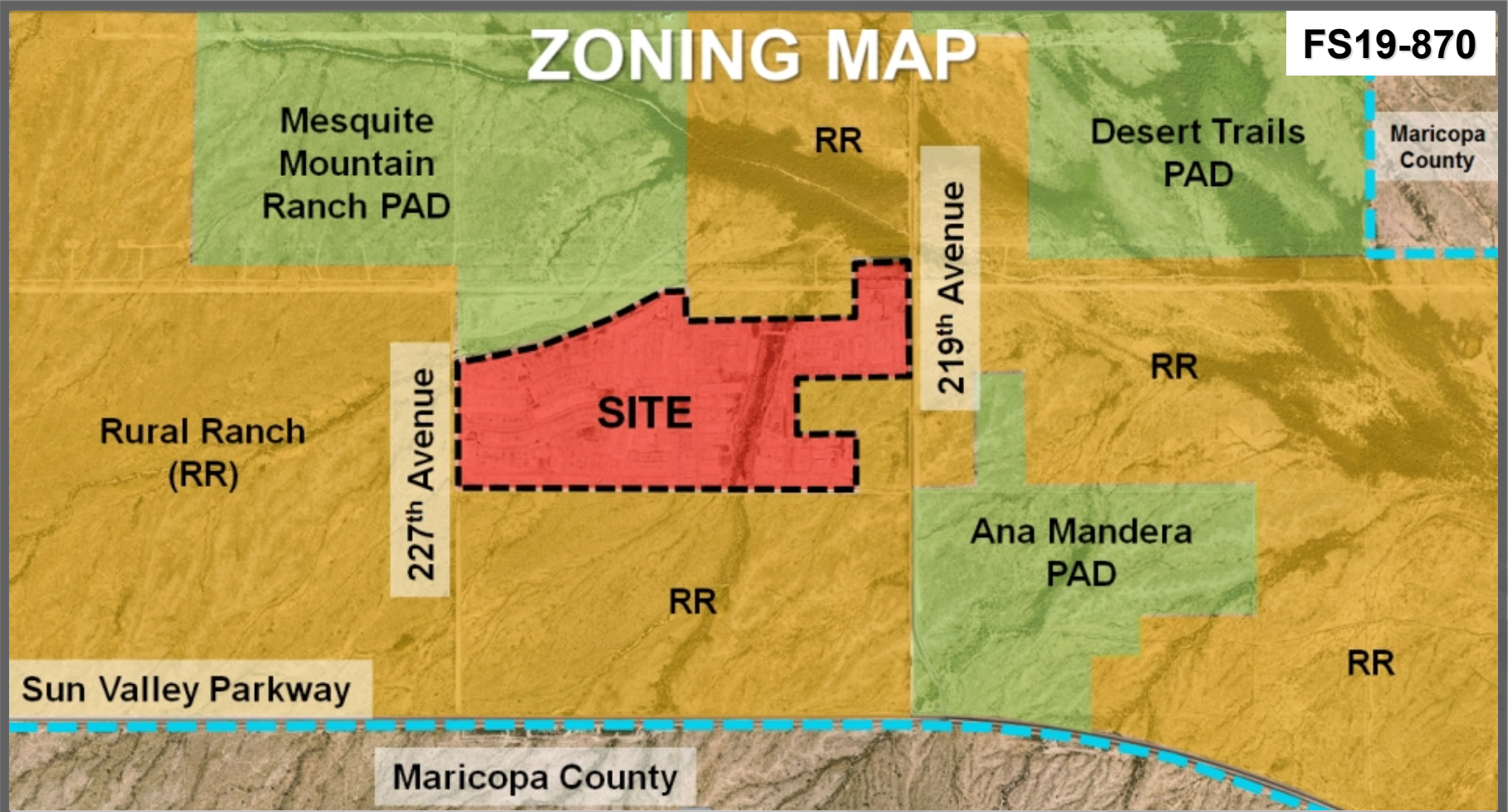
219th Avenue

Sun Valley Parkway

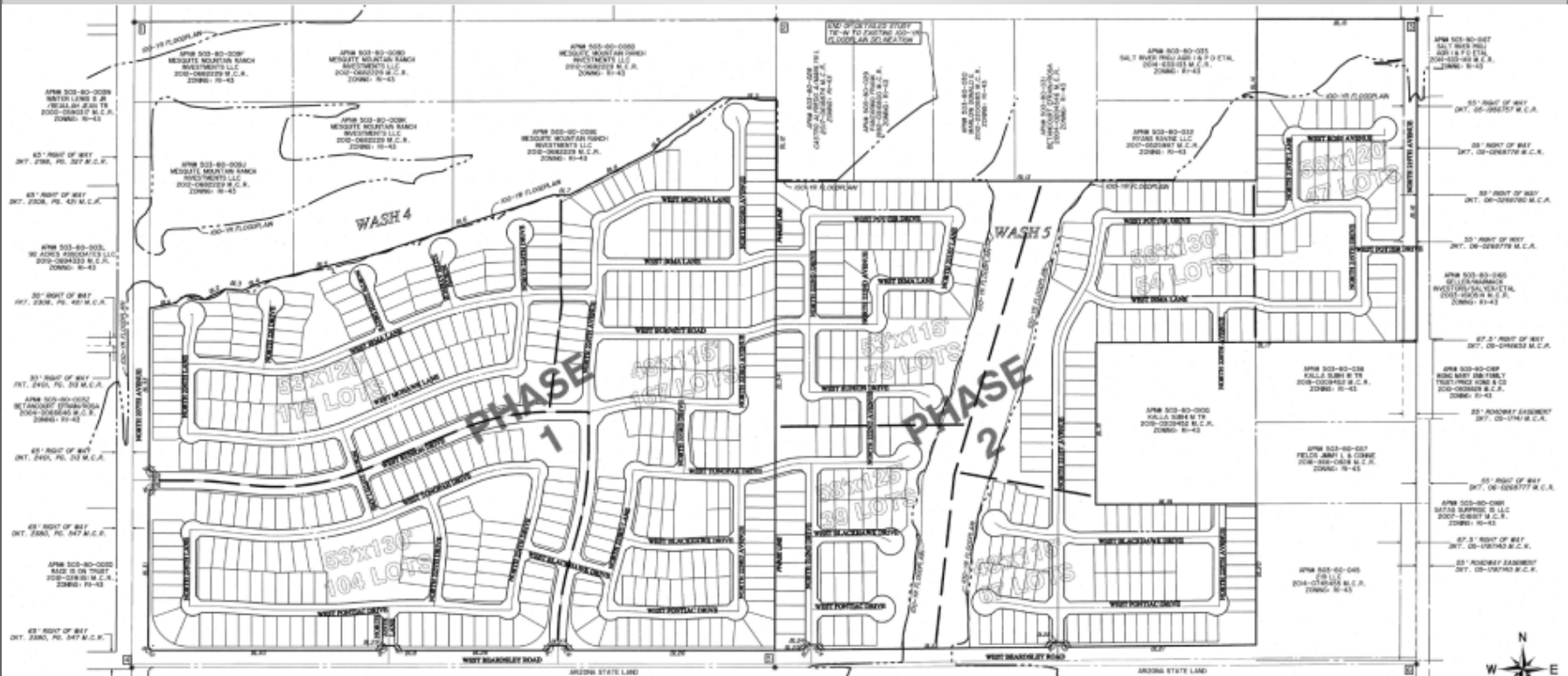
**Maricopa
County**

ZONING MAP

FS19-870



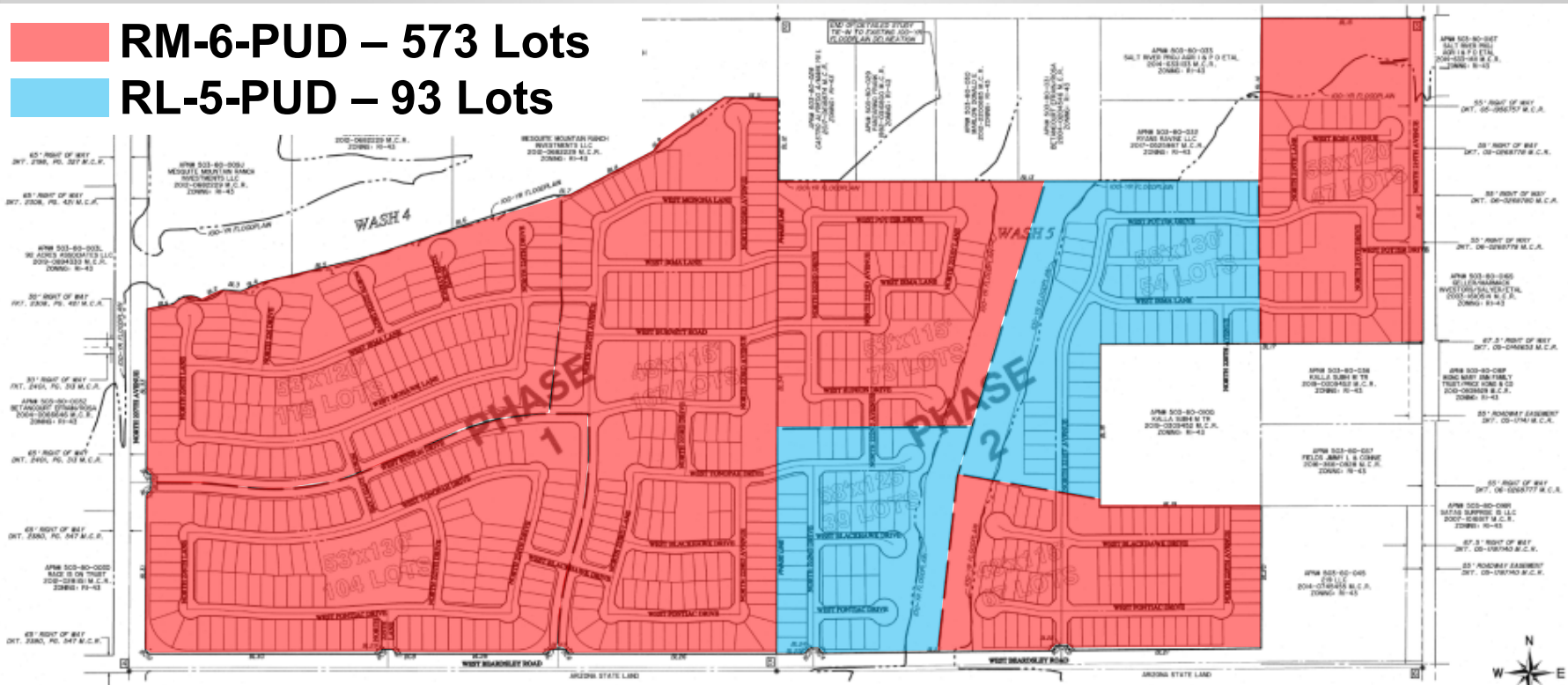
PRELIMINARY PLAT



PRELIMINARY PLAT

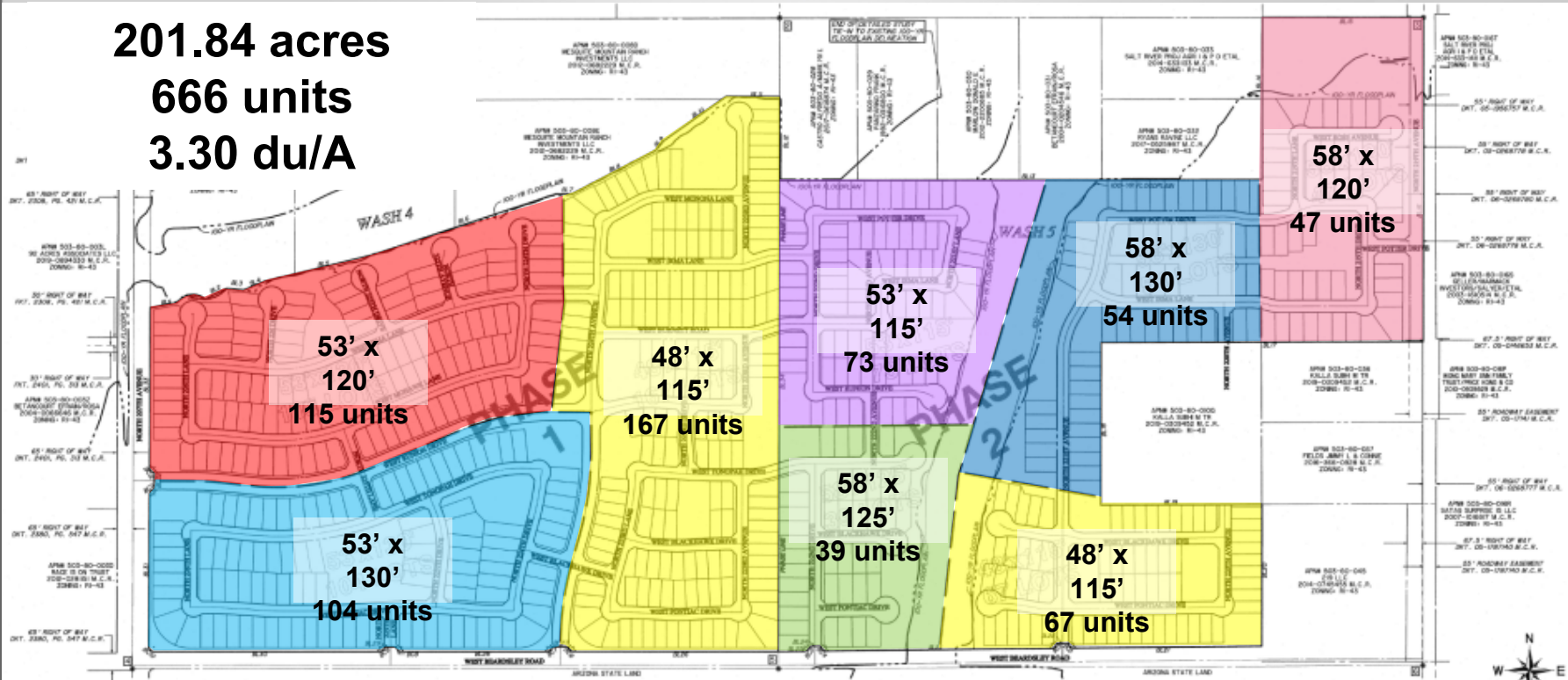
RM-6-PUD – 573 Lots

RL-5-PUD – 93 Lots



PRELIMINARY PLAT

201.84 acres
666 units
3.30 du/A



DEVELOPMENT STANDARDS

RESIDENTIAL DEVELOPMENT STANDARDS

REFERENCE CASE NUMBER: FS18-617

ZONING DISTRICT	MINIMUM LOT SIZE			MINIMUM YARD SETBACKS				MAX HEIGHT (2)
	AREA	WIDTH	DEPTH (4)	FRONT (1 & 3)	SIDE	TOTAL SIDE	REAR (5)	
RM-6-PUD	5,280	48	110	12/21	5	10	20	35'
RL-5-PUD	7,250	58	125	12/21	5	10	20	35'

NOTE:

- 1) FRONT FACING GARAGES SHALL HAVE MINIMUM 21-FOOT FRONT YARD SETBACK.
- 2) WHERE BUILDING HEIGHT EXCEEDS 20 FEET AND IS LOCATED ADJACENT TO AN EXISTING SINGLE FAMILY DWELLING, ONE ADDITIONAL FOOT OF YARD SETBACK SHALL BE REQUIRED FOR EVERY ONE FOOT OF HEIGHT ABOVE 20 FEET.
- 3) FRONT YARD SETBACKS MAY BE REDUCED TO 12' FOR SIDE LOADED GARAGE PRODUCT.
- 4) MIN LOT DEPTH CAN BE REDUCED 10% ON KNUCKLE AND CUL-DE-SAC LOTS AS LONG AS GROSS SQUARE FOOTAGE MEETS OR EXCEEDS MINIMUM LOT AREA.
- 5) ATTACHED PATIOS MAY REDUCE SETBACK BY 10' BUT NO PART OF THE STRUCTURE CAN BE CLOSER THAN 10' TO THE REAR PROPERTY LINE. ENCLOSED PATIOS WILL NOT BE ALLOWED WITHIN THIS ENCROACHMENT.



OPEN SPACE

Title 17 required a Minimum 7 Percent Open Space

The Surprise Municipal Code Requires a
Minimum of 20 Percent Open Space.

The Mesquite Mountain Ranch III PUD Provides
28 Percent and 56.71 Acres of Open Space

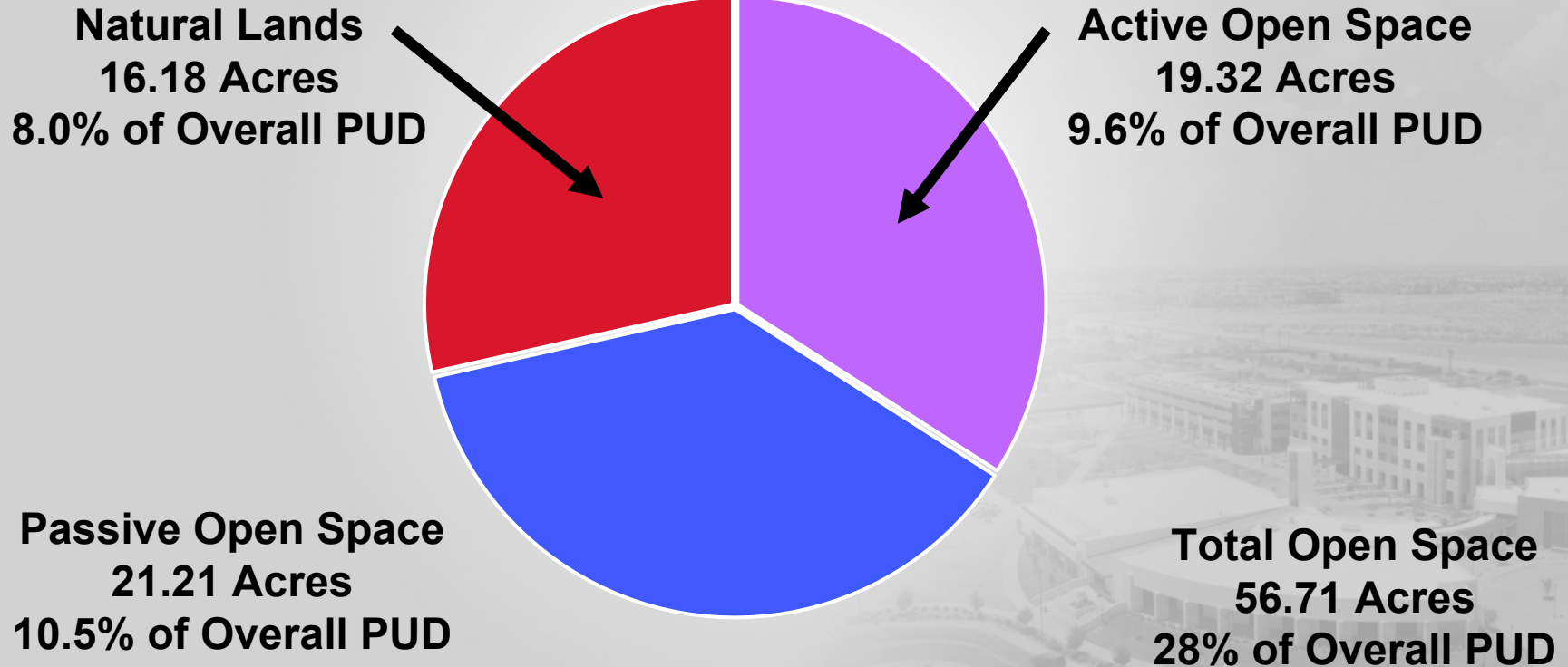


OPEN SPACE

The 57 Acres Provided by the Preliminary Plat can be Classified into one of the Following Categories:

- **Active Open Space:** Lands set aside for the primary purpose of activities such as sports, play fields, picnicking, play, etc.
- **Passive Open Space:** Lands set aside for retention and/or landscaping that do not provide an opportunity for outside activities. This classification may include trails crossing the areas.
- **Natural Lands:** Lands set aside for open space that includes vegetation which is either a remainder of the natural vegetation of the land or, if altered, is still representative of the structure and floristics of the natural vegetation. This classification may include trails crossing the areas.

OPEN SPACE



OPEN SPACE

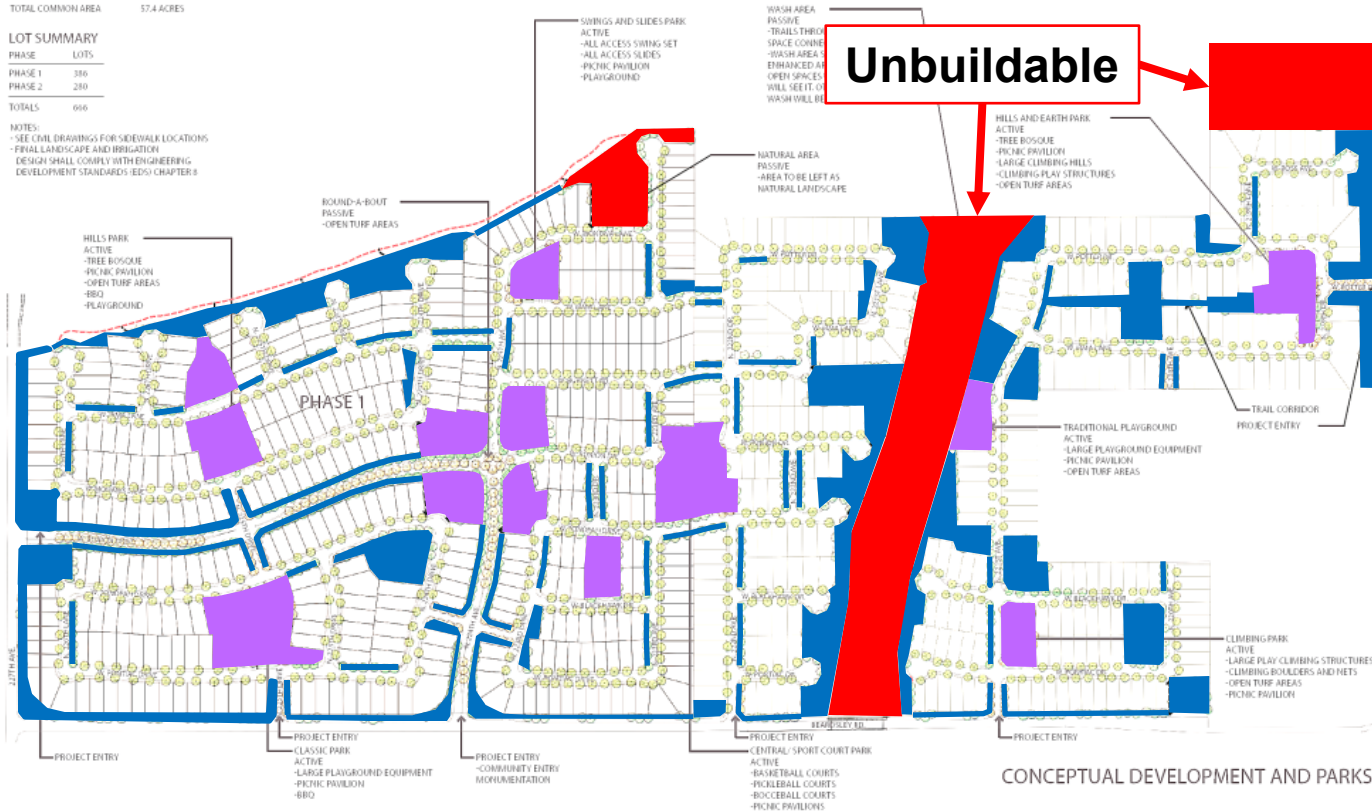
DEVELOPMENT DATA

TOTAL COMMON AREA 57.4 ACRES

LOT SUMMARY

PHASE	LOTS
PHASE 1	336
PHASE 2	280
TOTALS	616

NOTES:
 -SEE CIVIL DRAWINGS FOR SIDEWALK LOCATIONS
 -FINAL LANDSCAPE AND IRRIGATION
 DESIGN SHALL COMPLY WITH ENGINEERING
 DEVELOPMENT STANDARDS (EDS) CHAPTER 8



Active

- 9.6 %

Passive

- 10.5%

Natural

- 8%

CONCEPTUAL DEVELOPMENT AND PARKS PLAN

FIGURE 2

OPEN SPACE



OPEN SPACE

DEVELOPMENT DATA

TOTAL COMMON AREA 57.4 ACRES

LOT SUMMARY

PHASE	LOTS
PHASE 1	386
PHASE 2	280
TOTALS	666

NOTES:
 -SEE CIVIL DRAWINGS FOR SIDEWALK LOCATIONS
 -FINAL LANDSCAPE AND IRRIGATION
 DESIGN SHALL COMPLY WITH ENGINEERING
 DEVELOPMENT STANDARDS (EDS) CHAPTER 8

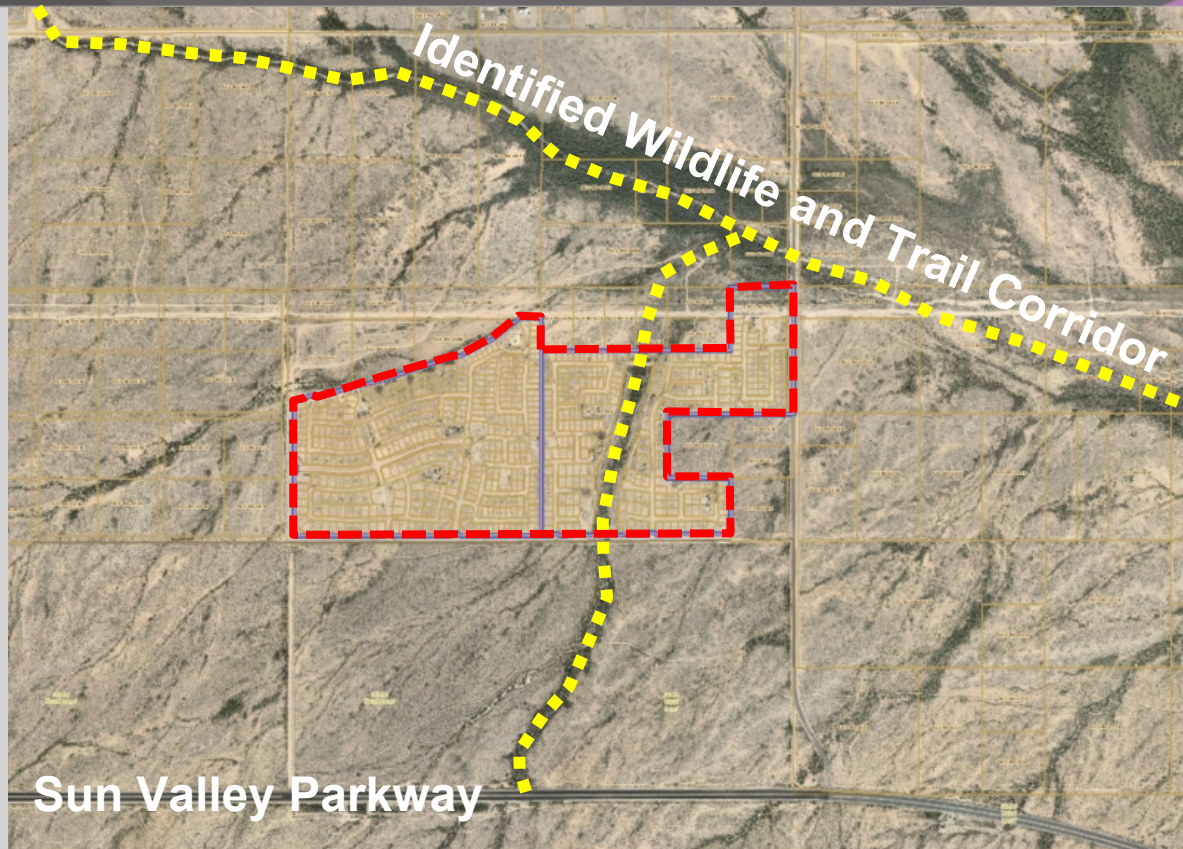
**Wash is 5.7% of Overall Site
 And 20.4% of Open Space**



Trails



OPEN SPACE

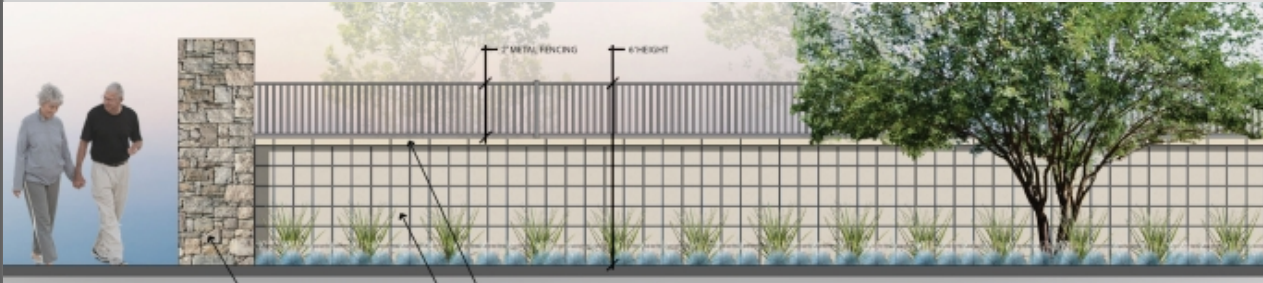
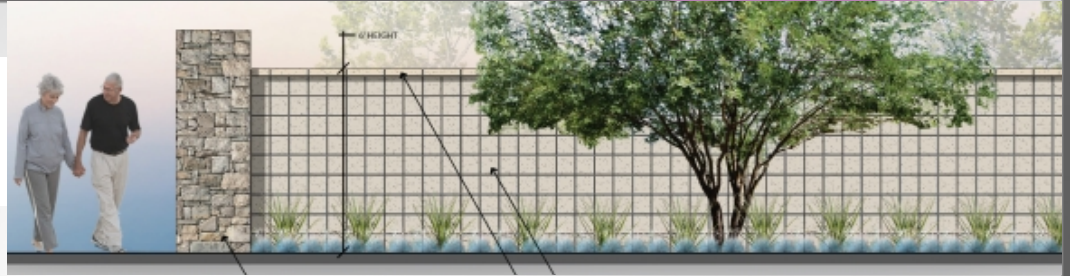


POOL REQUIREMENT

Seeking Relief from Code	Enhancements
Section 122-137 - Medium density residential projects containing 60 residential lots or greater shall be provided a swimming pool amenity, unless there is a community pool included as part of the overall development.	1 - The high level of community parks both active and passive have been added to the community. More residents will be drawn to these parks due to their local locations. 2 - The wash corridor trails are designed for regional public use and connectivity to the remaining city wide system. These shall include public access easements. 3 - Larger lots allow for individual pools in all of the lot sizes.

WALL PLAN

**Community
Theme Wall**



Partial View Wall

Full View Wall



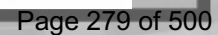
LOT SUMMARY

NOTES:
- SEE CIVIL DRAWINGS FOR SIDEWALK LOCATIONS
- FINAL LANDSCAPE AND IRRIGATION
DESIGN SHALL COMPLY WITH ENGINEERING
DEVELOPMENT STANDARDS (EDS) CHAPTER 8

COMMUNITY WALL

FULL VIEW WALL

PARTIAL VIEW WALL





QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 15, 2020 Contact Person: Hobart Wingard, PLANNER II
Submitting Department: Community Development District: District 6
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to rezoning approximately 49.1 acres of land from Industrial Performance (IP) to Industrial General (IG) generally located north and west of the northwest corner of Dysart and Cactus Roads; Ordinance # 2020-27.

Motion:

I move to approve Ordinance # 2020-27.

Background:

Samantha Pinkal of the City of Surprise Economic Development Department on behalf of Capital VIII, LLC, requests a Zone Change of 49.1 acres of land from Industrial Performance (IP) to Industrial General (IG), generally located north and west of the northwest corner of Dysart and Cactus Roads.

Objective Analysis:

A proposed Zone Change from Industrial Performance (IP) to Industrial General (IG) is proposed for an assemblage of properties totaling approximately 49.1 acres, inclusive of adjacent rights-of-way. The proposed Zone Change will not include a PUD Overlay, and future development will adhere to the Surprise Municipal Code as may be amended from time to time.

Policy Compliant:

The Surprise General Plan 2035 shows the parcels as lying in the Employment Character Area, which supports industrial zoning such as that proposed.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 20.09.03 EVR Summit Rezone - CC Staff Report - 091520
 2. 01 - FS20-372 - Summit Rezone - Vicinity Map - 091520
 3. 02 - FS20-372 - Summit Rezone - Case Map - 091520
 4. 03 - FS20-372 - Summit Rezone - Rezone Document - 091520
 5. 03a - FS20-372 - Summit Rezone - Rezone Document Exhibit A - 091520
 6. 03b - FS20-372 - Summit Rezone - Rezone Document Exhibit B - 091520
 7. 03c - FS20-372 - Summit Rezone - Rezone Document Exhibit C - 091520
 8. 03d - FS20-372 - Summit Rezone - Rezone Document Exhibit D - 091520
 9. 03e - FS20-372 - Summit Rezone - Rezone Document Exhibit E - 091520
 10. 04 - FS20-372 - Summit Rezone - Citizen Participation - 091520 - Redacted
 11. PP - FS20-372 - Summit Rezone - CC PowerPoint - 091520
 12. 20.09.03 EVR Summit Rezone - Ord 2020-27- 091520
-

ZONE CHANGE

REPORT TO THE MAYOR AND CITY COUNCIL

Case: FS20-372

Project Name: Summit Business Park Rezone

Council District: 6 – Palo Verde

Meeting Date: September 15, 2020

Planner: Hobart Wingard

Owner: Capital VIII, LLC

Applicant: Samantha Pinkal of the City of Surprise Economic Development Department

Request: Zone Change of approximately 49.1 acres of land from Industrial Performance (IP) to Industrial General (IG)

Site Location: Generally, west of the northwest corner of Dysart and Cactus Roads

Site Size: 49.1 acres (approx.)

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035

Support/Opposition: Refer to attached Citizen Participation Report

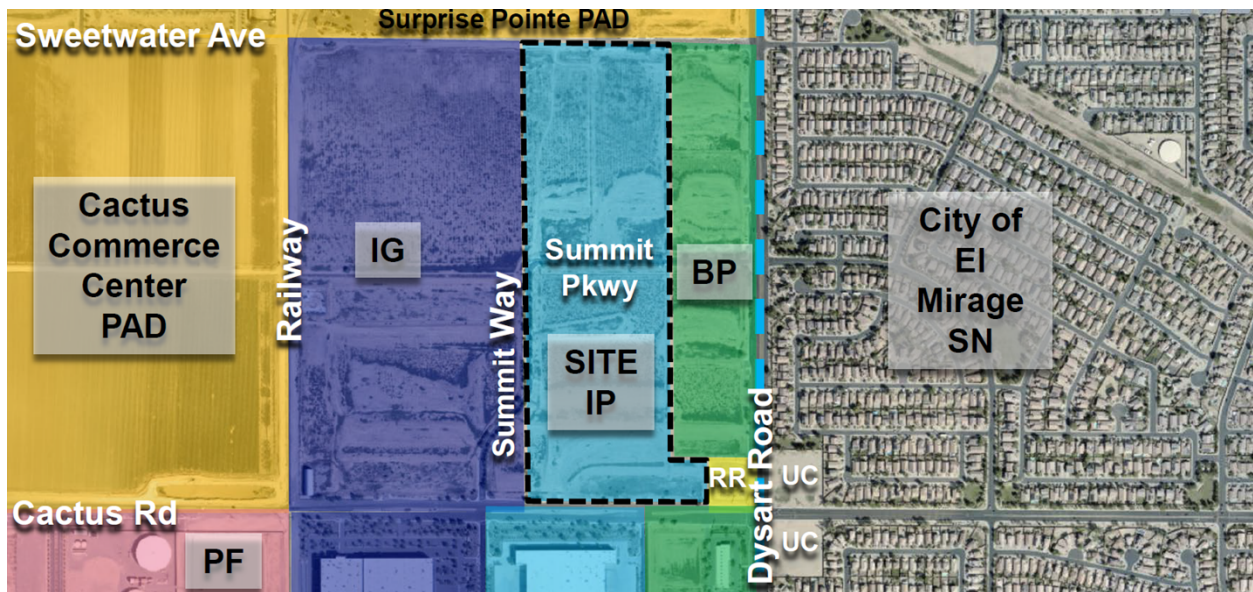
Commission

Recommendation: Unknown as of the writing of this report

Project Description:

Samantha Pinkal of the City of Surprise Economic Development Department on behalf of Capital VIII, LLC, requests a Zone Change of 49.1 acres of land from Industrial Performance (IP) to Industrial General (IG), generally located west of the northwest corner of Dysart and Cactus Roads.

Surrounding Land Zoning:



Surprise Pointe PAD	Surprise Pointe PAD	Surprise Pointe PAD
Industrial General (IG)	Industrial Performance (IP)	Business Park (BP) Residential Ranch (RR)
Industrial General (IG) Industrial Performance (IP)	Industrial Performance (IP) Business Park (BP)	Business Park (BP)

Background:

September 26, 1996: The City Council approved the annexation of the site into the City of Surprise under Ordinance 96-17.

July 9, 1998: The City Council approved a rezone for the subject parcels under RZ98-035.

May 29, 2020: The applicant filed a request for a Zone Change from Industrial Performance (IP) to Industrial General (IG) for approximately 49.1 acres under case FS20-372, the subject case.

July 20, 2020: The applicant held a neighborhood outreach meeting to discuss the project.

August 20, 2020: The Planning and Zoning Commission recommended approval of the proposed zone change subject to stipulations "a" and "b".

Citizen Outreach:

As noted above, the applicant held a Citizen Review meeting on July 20, 2020. This item was also advertised per state and local law. Refer to attached Citizen Participation Report.

Analysis and Discussion:

A proposed Zone Change from Industrial Performance (IP) to Industrial General (IG) is proposed for an assemblage of properties totaling approximately 49.1 acres, inclusive of adjacent rights-of-way. The proposed Zone Change will not include a PUD Overlay, and future development will adhere to the Surprise Municipal Code as may be amended from time to time. A Site Plan and possible Re-Plat may follow under separate case and cover.

Utility and Services Table:

Water:	City of Surprise
Wastewater:	City of Surprise

Conformance with Adopted Plans:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the area as lying in the Employment Character Area, which supports industrial zoning such as that proposed.

Reviewing Agencies: In addition to the standard city reviewing agencies, the Arizona Department of Transportation, Maricopa Water District, and Luke AFB were included in the routing of this request. None of the reviewing agencies indicated any concerns over the request.

Summary:

Approval of the proposed zoning will allow certain uses to occur on the property at an intensity greater than that currently allowed in the IP zoning district. Collectively, this will facilitate the City's Economic Development Department recruitment of potential end users in keeping with the City's economic and planning goals.

Findings:

- The proposed Zone Change is consistent with the Surprise General Plan 2035.
- The proposed Zone Change will advance the goals and policies of the General Plan.
- There were no objections to the Zone Change.

Commission Recommendation:

105 The Planning and Zoning Commission recommended approval of the subject zone change on August
106 20, 2020, subject to stipulations 'a' and 'b' as follows:

107

108 a. Development and use of the site shall be in substantial conformance with the project
109 narrative entitled "Summit Business Park Rezone Narrative" and Exhibits A through E,
110 prepared by the City of Surprise, consisting of 19 pages and stamped received June 1, 2020.

111

112 b. Non-compliance with the stipulations of approval of this case will be treated as a violation in
113 accordance with the provisions of Article XIV of the Surprise Unified Development Code.

114

115 **Attachments:**

116

117 01 Vicinity Map

118 02 Case Map

119 03 Project Narrative

120 04 Citizen Participation Report

121 05 Adopting Ordinance 2020-27

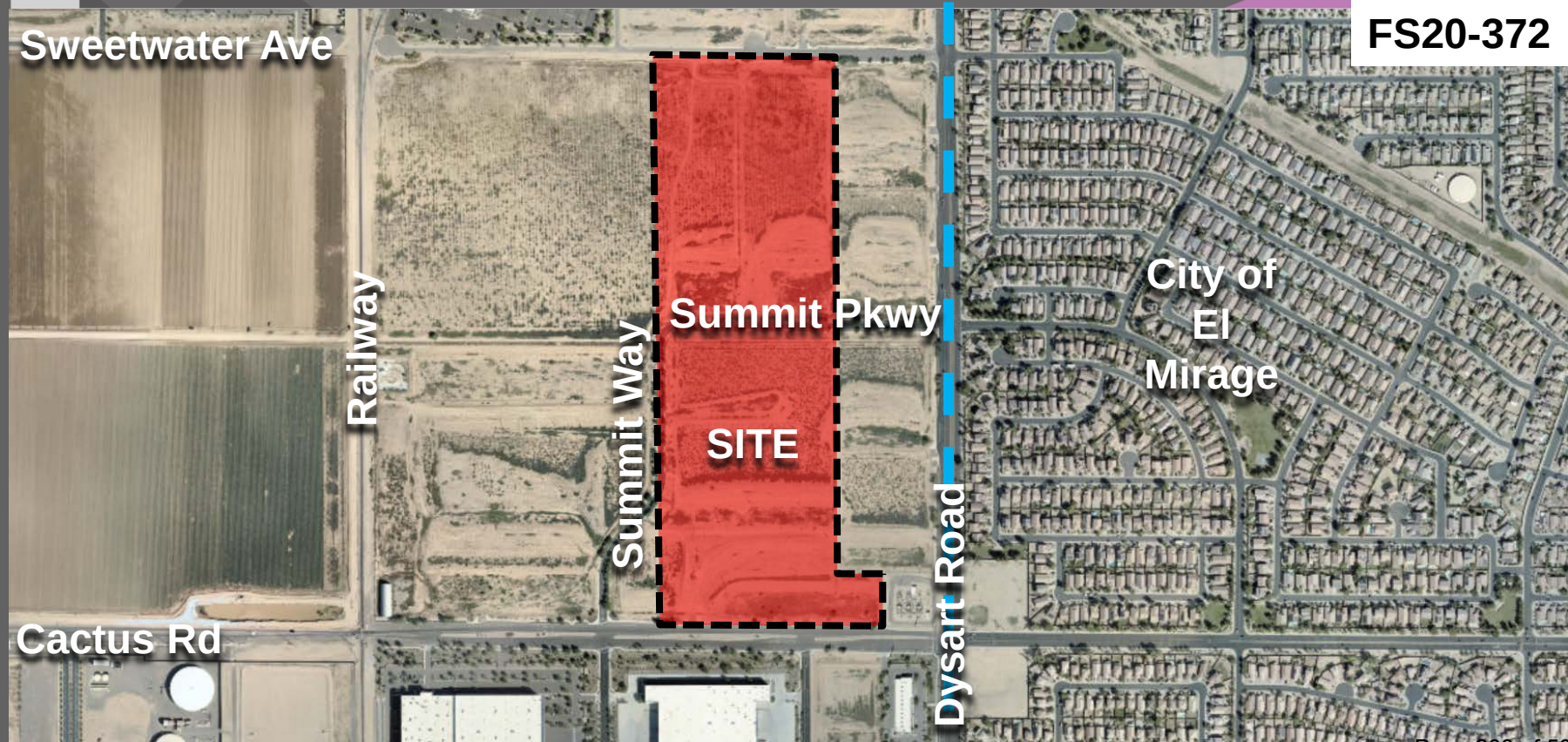
VICINITY MAP

FS20-372



CASE MAP

FS20-372



SUMMIT BUSINESS PARK REZONE NARRATIVE

**Rezone from
Industrial Performance (IP)
to
Industrial General (IG)**

Prepared May 28, 2020

Revised 8/27/2020

Surprise Planning Case FS20-372

Project Team

Owner: Capital VIII, LLC
6263 N. SCOTTSDALE RD, SUITE 150
SCOTTSDALE, AZ 85250
Contact: F. Scott Neal

Applicant: City of Surprise
16000 Civic Center Plaza
Surprise, AZ 85374
Contact: Samantha Pinkal
623-222-3323
Samantha.Pinkal@surpriseaz.gov

Planning: City of Surprise
16000 Civic Center Plaza
Surprise, AZ 85374
Contact: Robert H. Kuhfuss, AICP
623-222-3137
robert.kuhfuss@surpriseaz.gov

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- 1.0 Scope of Request**
- 2.0 Properties Involved**
- 3.0 Existing and Adjacent Zoning**
- 4.0 Permitted Uses**
- 5.0 Development Standards**
- 6.0 Luke Compatibility**
- 7.0 General Plan Conformance**
- 8.0 Summary**
- 9.0 List of Exhibits**

Exhibit A – Rezone Legal Description

Exhibit B – Rezone Boundary Exhibit

Exhibit C – Current IP and IG Uses per SUDC

Exhibit D – Luke Air Force Base List of Compatible Uses per ARS §28-8481.J

Exhibit E – Citizen Outreach Plan and Summary

1.0 Scope of Request

The City of Surprise, on behalf of Capital VIII, LLC, is requesting a Zone Change from Industrial Performance (IP) to Industrial General (IG) for an assemblage of properties totaling approximately 49.1 acres, inclusive of adjacent rights-of-way. The proposed Zone Change will not include a PUD Overlay, and future development will adhere to the Surprise Municipal Code as may be amended from time to time. A Site Plan and possible Re-Plat may follow under separate case and cover.

Approval of the proposed zoning will allow certain uses to occur on the property at an intensity greater than that currently allowed in the IP zoning district. Collectively, this will facilitate the City's Economic Development Department recruitment of potential end users in keeping with the City's economic and planning goals.

2.0 Properties Involved

The subject property includes APNs 501-38-984, 501-38-985, 501-38-986 and a portion of 501-38-983, together with the adjacent right-of-way for a total of approximately 49.1 acres.

3.0 Existing and Adjacent Zoning

As noted above, the subject site consists of three (3) full parcels and adjacent rights-of-way. A fourth parcel and its adjacent rights-of-way are currently split-zoned IP and IG. The property to the west of the site is currently zoned IG, while the properties to the east are zoned BP and RR. The property to the south is zoned IP and BP. The area to the north of the subject is part of the Surprise Point / Bendalin Farms PAD and enjoys I-1 and C-2 land use designations.

The following map depicts the existing zoning of the site and the immediate area:



4.0 Permitted Uses

The subject rezone does not seek to amend the list of allowed uses as currently stated in the Surprise Unified Development Code (SUDC); however, it should be noted that the list of uses may change with the adoption of the Surprise Land Development Ordinance (LDO). Further, while certain uses may be allowed per the Surprise Municipal Code (SMC), some of these uses may be prohibited under state statute since the property is located within the 65 Idn of Luke Air Force Base. A complete list of SUDC permitted uses is included as Exhibit C. This exhibit is intended for informational purposes only and is not intended to “lock in” a specific list of uses. Rather, the list of permitted uses will evolve as the code is amended from time to time. Further, this list is not intended to supersede the list of uses allowed under state statute. In the event there are any conflicts between the SMC and state statute, state statute will prevail.

5.0 Development Standards

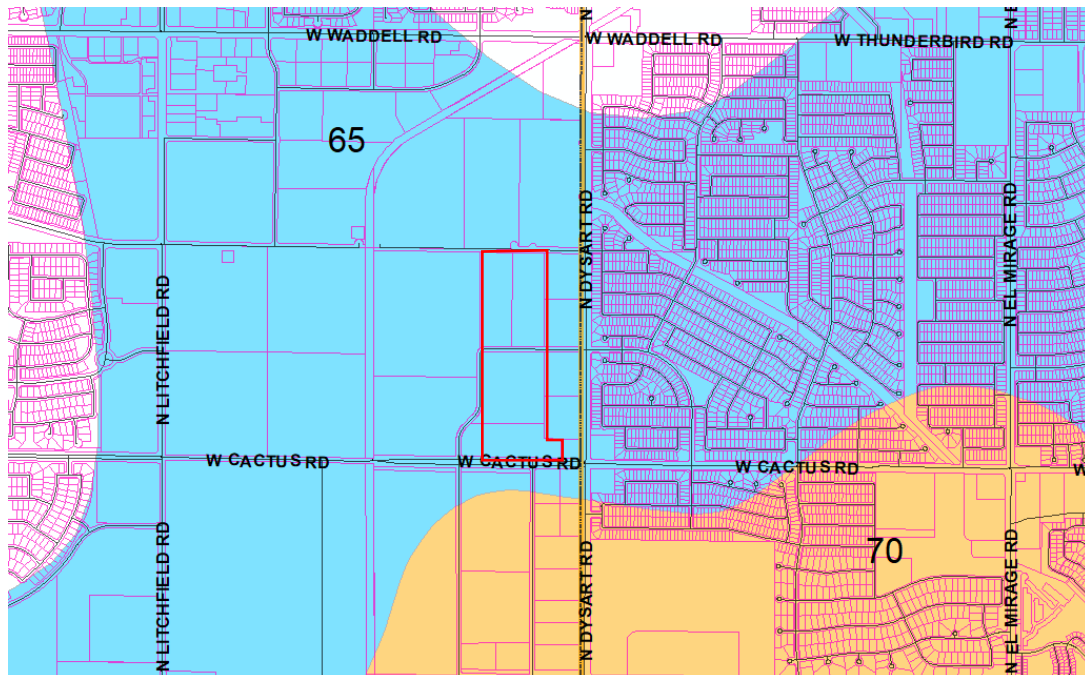
As with the list of uses, the subject rezone does not seek to amend the development standards associated with the IG zoning district; however, the IG development standards provide for a greater maximum building height than the IP zoning district. The following table compares the Development Standards of the existing IP zoning district with those of the proposed IG zoning District. Again, the development standards associated with the IG zoning district may change with the adoption of the LDO.

DEVELOPMENT STANDARD	ZONING DISTRICT	
	IP	IG
Minimum Lot Area	20,000 sq. ft.	5 acres
Minimum Lot Width	50'	100'
Minimum Setbacks		
Front	35'	35'
Rear	35'	35'
Side	15'	25'
Maximum Building Height	40'	85'
Building Separation		
1-Story	25'	25'
2-Story	30'	30'
3-Story	35'	35'
Street Frontage Landscape Buffers		
Arterial	35'	45' *
Collector	25'	25'
Local	20'	20'
* 10' driveway or architectural projection allowed		

6.0 Luke AFB Compatibility

The site also lies with the 65 Idn for Luke Air Force Base. As such, uses are limited to those outlined in ARS §28-8481.J. A list of uses deemed by state statute to be compatible with Luke Air Force Base is included as Exhibit D. The proposed rezone does not seek to allow any uses that are otherwise prohibited by state statute. Should conflicts arise between the Surprise Municipal Code and state statute, state statute will prevail.

The following map depicts the subject site relative to the 65 Idn.

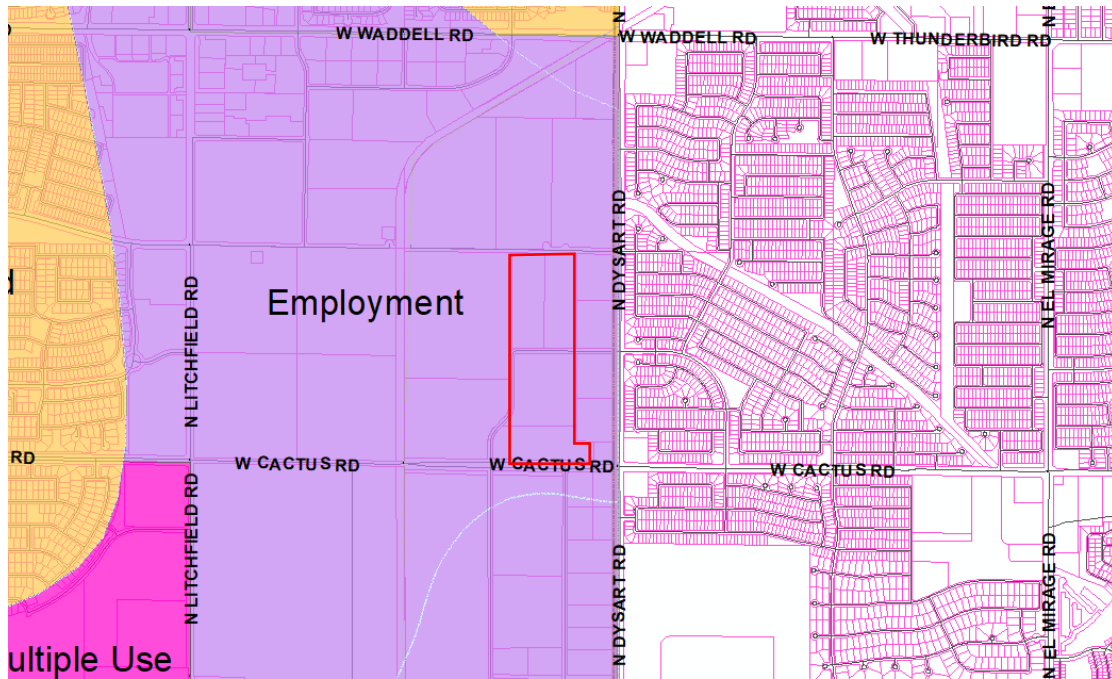


7.0 Conformance with the General Plan

The Surprise General Plan 2035 shows the subject property as lying within the Employment Character Area. The General Plan states “The Employment Land Use Character Area is intended to promote economic and business development opportunities that create jobs that are vital to the economic sustainability and growth of the City of Surprise.”

The General Plan further classifies the Employment Character Area into two Development Types – Business Park and Industrial. With respect to the Industrial subcategory, the General Plan states “The Industrial Development Types are those locations that are suitable for light and heavy industrial related uses such as manufacturing, processing, warehouse, distribution and other types of industrial related facilities.” The General plan also anticipates appropriate transition from more intense industrial uses to less intense uses. The existing Business Park (BP) zoning to the east provides such a transition.

The following map depicts the General Plan Land Uses for this area.



8.0 Summary

The proposed rezone is consistent with the Surprise General Plan 2035. The proposed zoning does not seek to amend any development standards, or the list of uses that would otherwise be permitted in the IG zoning district, as augmented by ARS §28-8481.J. Approval of the proposed rezone will allow the City's Economic Development Department to actively pursue end users in keeping with the City's economic and planning goals.

9.0 Exhibits

- Exhibit A – Rezone Legal Description
- Exhibit B – Rezone Boundary Exhibit
- Exhibit C – Current IP and IG Uses per SUDC
- Exhibit D – Luke Air Force Base List of Compatible Uses per ARS §28-8481.J
- Exhibit E – Citizen Outreach Plan and Summary

EXHIBIT "A"

DESCRIPTION

REZONE from INDUSTRIAL PERFORMANCE (IP) to INDUSTRIAL GENERAL (IG)

A portion of the FINAL PLAT of SUMMIT, as recorded in Book 982 Page 33, Records of Maricopa County, Arizona, located in the Southeast Quarter of Section 15, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Southeast Corner of said Section 15 from which the South Quarter Corner of said Section 15 lies North 89°09'49" West 2615.61 feet;

Thence along the south line of said southeast quarter of Section 15 North 89°09'49" West 305.00 feet to the POINT OF BEGINNING;

Thence continuing along said line North 89°09'49" West 1002.80 feet;

Thence departing said line North 00°04'48" East 2637.96 feet to the east-west midsection line of said Section 15;

Thence along said midsection line South 89°12'46" East 800.06 feet;

Thence departing said midsection line South 00°04'53" West 2333.64 feet;

Thence South 89°09'49" East 203.04 feet;

Thence South 00°07'33" West 305.00 feet to the POINT OF BEGINNING.

Containing 49.08722 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description

SWEETWATER ROAD

EXHIBIT "B"

E 1/4 COR
SEC 15
T3N, RIW

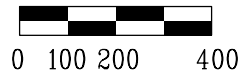
S89°12'46"E 2619.79'

S89°12'46"E 800.06'

EAST-WEST MIDSECTION LINE

CTR 1/4 COR
SEC 15
T3N, RIW

SCALE: 1"=400'



LINE TABLE

LINE	BEARING	LENGTH
L1	N89°09'49"W	305.00'
L2	S89°09'49"E	203.04'
L3	S00°07'33"W	305.00'

LEGEND

- POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 M.C.R. MARICOPA COUNTY RECORDER
 APN ASSESSORS PARCEL NUMBER
 REZONE AREA FROM (IP) TO (IG)

REZONE AREA: 49.8722 ACRES +/-

S1/4 COR
SEC 15
T3N, RIW

N00°04'48"E 2637.96'

S00°04'53"W 2333.64'

S00°07'33"W 2639.05'

DYSART ROAD

SUMMIT PARKWAY

LOT 6
SUMMIT
BOOK 982
PAGE 33 M.C.R.
APN 501-38-984LOT 5
SUMMIT
BOOK 982
PAGE 33 M.C.R.
APN 501-38-983

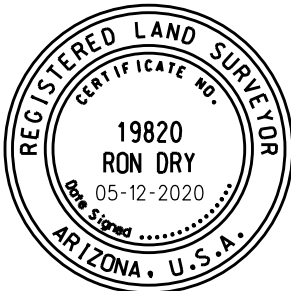
N89°09'49"W 1002.80'

POB

POC
SE COR
SEC 15
T3N, RIW

CACTUS ROAD

N89°09'49"W 2615.61'



BEARING BASE: The south line of the Southeast Quarter of Section 15, T3N, R1W according to the Final Plat of SUMMIT as recorded in Book 982, Page 33, Maricopa County Records, cited as South 89° 09' 49" East

REZONE FROM
INDUSTRIAL PERFORMANCE (IP)
TO INDUSTRIAL GENERAL (IG)



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 20017

DRAWN BY RCD

DATE 05-12-2020

SHEET 1 OF 1

EXHIBIT C

CURRENT SUDC USES FOR IP AND IG ZONING

USE	Zoning District	
	IP	IG
Agricultural, Ranching and Open Space Uses		
Animal Hospitals, Clinic, and Boarding Facilities	P	
Farm and Landscaping Equipment Sales, Service, or Storage	P	
Graining, Milling, Drying, Storage	P	P
Parks, Recreation, and Open Lands	P	P
Residential Uses		
Ambulance Service	P	
Retail and Service Uses		
Ammunition and Firearms Sales	P	P
Cemetery—Pets (limited to small animals)		CUP
Drive-Through Facilities	P	
Gunsmith	P	
Home Improvement Center (Typically home, lawn, and garden supplies, brick, lumber, and other similar building materials)	P	P
Landscaping Materials—Sales and Storage	P	P
Laundry or Dry Cleaning—Bulk Operation	P	P
Linen/Uniform/Diaper Service (Pickup and Supply Only)	P	P
Manufactured Home, Oversized Vehicle Sales, Service, or Storage	CUP	CUP
Medical Marijuana Dispensary	CUP	CUP
Medical Marijuana Dispensary Offsite Cultivation Facility	CUP	CUP
Mobile Vending	P	P
Moving Company	P	P
Nursery (Growing, display, or sale of plant stock, seeds, or other horticultural items)	P	
Portable Building Sales		P
Restaurant—Sit-down (Principally for the sale and consumption of food on the premises)	P	P
Restaurant, Convenience (Sale and consumption of food which has direct window service allowing customers to pick up food for off-premise consumption)	P	
Stone Monument—Retail and Wholesale	P	P
Taxi/Limo Service—Parking and Dispatch	P	P
Taxidermist	P	P
Truck and Heavy Equipment—Auction	CUP	P
Truck Stop—Full Service and Repair Permitted	CUP	P
Vehicle Auction	P	P
Vehicle Fueling Stations	P	P
Vehicle Service—Major Repair	P	P
Vehicle Service—Minor Repair	P	
Vehicle Washing Facilities	P	P

EXHIBIT C

CURRENT SUDC USES FOR IP AND IG ZONING

USE	Zoning District	
	IP	IG
Vehicle Sales—Less than 15 (Facility for the display, service, and retail sale of new or used automobiles, boats, trucks, motorcycles, motor scooters, recreational vehicles, or trailers)	CUP	
Vehicle Sales—Large Scale (Uses Listed Above in Vehicle Sales: Less than 15 vehicles)	CUP	
Vehicle Storage for Recreational Vehicles	CUP	CUP
Wireless Communication Systems	CUP	CUP
Wrecker Service	CUP	CUP
Office Uses		
Laboratory—Research and Testing	P	P
Office	P	P
Office/Warehouse—(Front Office Flex Space)	P	P
Public/Quasi-Public Facility Uses		
Animal Shelter	CUP	
Fairground and/or Stadium	CUP	
State Vehicle Inspection Station	P	P
Utility Equipment Infrastructure	P	P
Education, Religious, and Assembly Uses		
Places of Worship	P	
School—University or College	CUP	
School—Specialty or Trade	CUP	CUP
Recreational and Amusement Uses		
Archery Range—Indoor	P	P
Archery Range—Outdoor	CUP	CUP
Athletic or Fitness Club, Commercial Recreation Facilities	P	
Athletic or Fitness Club, Commercial Recreation Facilities (Less than 5,000 gross sq. ft. and Indoor Activities Only)	P	P
Racetrack	CUP	CUP
Rifle and Pistol Range—Indoor Only	P	P
Sexually Oriented Businesses		CUP
Skateboard Track—Outdoor Commercial, Go-Cart Track, Driver Training	P	
Skating Rink—Ice or Roller Skating	P	
Theater—Outdoor including Drive-In and Amphitheaters	P	
Zoos, Exotic Animal Keeping	CUP	
Transportation Uses		
Airport—Private	CUP	CUP
Bus Terminal	P	P
Freight Depot		P
General Aviation Airstrips	CUP	CUP
Heliport	CUP	
Parking and/or Storage—Long Term	P	P

EXHIBIT C

CURRENT SUDC USES FOR IP AND IG ZONING

USE	Zoning District	
	IP	IG
Passenger Depot	P	P
Mixed Use Buildings		
Retail—Office	P	
Retail—Industrial (Retail 20% or less of Gross Floor Area)	CUP	CUP
Manufacturing and Process Uses		
Biotechnical—Manufacturing, Processing	CUP	P
Brick, Clay, Concrete, or Similar Product—Manufacturing		P
Cabinet or Carpenter Shop, Millwork and Wood Products	P	P
Computer and Electronic—Manufacturing	P	P
Contractor Facility, including Storage	P	P
Grain—Milling, Drying, Storage	P	P
Inside Manufacturing (All processing, fabricating, assembly, or disassembly takes place wholly within an enclosed building. Inside manufacturing use does not include other uses in this article that are specifically listed)	P	P
Machine Shop	P	P
Metal Products—Manufacturing and Fabrication	P	P
Paper Products—Manufacturing		P
Potentially Incompatible Use (Processes include, but are not limited to bulk processing, washing, curing, or dyeing of hair, felt, or feathers; leather or fur tanning, curing, finishing, or dyeing; metal or metal ore reduction; metal or metal product treatment or processing, including enameling, japanning, lacquering, galvanizing, or similar processes; solvent extracting; and textile bleaching. Manufacturing includes, but are not limited to, asphalt or asphalt products; cement; chemicals, fertilizers; glass or glass products, heavy metal casting or foundry products, including ornamental iron work or similar products; Insecticides, fungicides, disinfectants, or related industrial or household chemical compounds; linoleum or oil cloth; miscellaneous metal alloys or foil, including solder, pewter, brass, bronze, or tin, lead, or gold foil, or similar products; paint, varnishes, or turpentine)		CUP
Printer—Large Scale	P	P
Recycling—Indoor Collection Facility	P	P
Recycling—Outdoor Collection Facility	P	P
Recycling—Processing Facility		P
Stone Curing, Monument—Manufacturing		P
Tile, Roofing, and Waterproofing Products—Manufacturing		P
Warehousing	P	P
Warehousing—Mini	CUP	CUP
Welding Shop	P	P

Exhibit D - Luke AFB List of Compatible Uses

Zoning and development in high noise or accident potential zone	Day-night sound level in decibels high noise or accident potential zone (18)						
	65-69	70-74	75-79	80-84	85 or higher	APZ 1	APZ 2
Residential							
Residential uses other than the residential uses listed below	No (13)	No (13)	No (13)	No (13)	No	No	No
Single family residential that is the subject of zoning approved on or before December 31, 2000 of the year in which the property becomes territory in the vicinity of a military airport, that permits one dwelling unit per acre or less	Yes (9)	Yes (10)	Yes (11)	No (13)	No (13)	No	No (13)
Single family residential that is the primary residence for persons engaging in agricultural use and ancillary residential buildings incident to the primary agricultural use	Yes (9)	Yes (10)	Yes (11)	Yes (12)	No (13)	No	No (13)
Transportation, communications and utilities							
Railroad and rapid rail transit	Yes	Yes (5)	Yes (6)	Yes (7)	No	No	Yes (15)
Highway and street right-of-way	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Motor vehicle parking	Yes	Yes	Yes	Yes	Yes	Yes (15)	Yes (15)
Communications (noise sensitive)	Yes	Yes (2)	Yes (3)	No	No	Yes (15)	Yes (15)
Utilities	Yes	Yes	Yes	No	No	Yes (15)	Yes (16)
Other Transportation, communications and utilities	Yes	Yes (5)	Yes (6)	Yes (7)	Yes (8)	Yes (15)	Yes (16)
Commercial / retail trade							
Wholesale trade	Yes	Yes (5)	Yes (6)	Yes (7)	No	No	Yes
Building materials - retail	Yes	Yes (5)	Yes (6)	Yes (7)	No	No	Yes
General merchandise - retail	Yes	Yes (1)	Yes (2)	No	No	No	No
Food - retail	Yes	Yes (1)	Yes (2)	No	No	No	No
Automotive and marine	Yes	Yes (5)	Yes (6)	No	No	No	No/Yes (17)
Apparel and accessories - retail	Yes	Yes (1)	Yes (2)	No	No	No	No
Eating and drinking plaes	Yes	Yes (1)	Yes (2)	No	No	No	No
Furniture and home furnishings - retail	Yes	Yes (1)	Yes (2)	No	No	No	No/Yes (17)
Other retail trade	Yes	Yes (1)	Yes (2)	No	No	No	No
Personal and business services							
Finance, insurance and real estate	Yes	Yes (1)	Yes (2)	No	No	No	Yes
Personal services	Yes	Yes (1)	Yes (2)	No	No	No	Yes
Business services	Yes	Yes (1)	Yes (2)	No	No	No	Yes
Repair services	Yes	Yes (5)	Yes (6)	Yes (7)	No	No	Yes
Contract construction services	Yes	Yes (5)	Yes (6)	No	No	No	Yes
Indoor recreation services	Yes	Yes (5)	Yes (6)	No	No	No	Yes
Other services	Yes	Yes (5)	Yes (6)	No	No	No	Yes
Industrial / manufacturing							
Food and kindred products	Yes	Yes (5)	Yes (6)	Yes (7)	No	No	Yes (16)
Textile mill products	Yes	Yes (5)	Yes (6)	Yes (7)	No	No	Yes (16)
Apparel and accessories - retail	Yes	Yes (5)	Yes (6)	Yes (7)	No	No	Yes (16)

Exhibit D - Luke AFB List of Compatible Uses

	Day-night sound level in decibels high noise or accident potential zone (18)						
	65-69	70-74	75-79	80-84	85 or higher	APZ 1	APZ 2
Zoning and development in high noise or accident potential zone							
Lumber and wood products	Yes	Yes (5)	Yes (6)	Yes (7)	No	No	Yes (16)
Furniture and fixtures	Yes	Yes (5)	Yes (6)	Yes (7)	No	No	Yes (16)
Paper and allied products	Yes	Yes (5)	Yes (6)	Yes (7)	No	No	Yes (16)
Printing and publishing	Yes	Yes (5)	Yes (6)	Yes (7)	No	No	Yes (16)
Chemicals and allied products	Yes	Yes (5)	Yes (6)	Yes (7)	No	No	No
Petroleum refining and related industries	Yes	Yes (5)	Yes (6)	Yes (7)	No	No	No
Rubber and miscellaneous plastic	Yes	Yes (5)	Yes (6)	Yes (7)	No	No	Yes (16)
Stone, clay and glass products	Yes	Yes (5)	Yes (6)	Yes (7)	No	No	Yes (16)
Primary metal industries	Yes	Yes (5)	Yes (6)	Yes (7)	No	No	Yes (16)
Fabricated metal products	Yes	Yes (5)	Yes (6)	Yes (7)	No	No	Yes (16)
Professional, scientific and controlling instruments	Yes	Yes (1)	Yes (2)	No	No	No	No
Public and quasi-public services							
Government services	Yes (1)	Yes (2)	Yes (2)	No	No	No	Yes (16)
Cultural activities, including churches	Yes (1)	Yes (2)	No	No	No	No	No
Medical and other health services	Yes (1)	Yes (2)	No	No	No	No	No
Cemeteries	Yes (5)	Yes (6)	Yes (7)	No	No	No	Yes
Nonprofit organizations	Yes (1)	Yes (2)	No	No	No	No	Yes
Correctional facilities	Yes (1)	Yes (2)	Yes (3)	Yes (4)	No	No	Yes
Other public and quasi-public services	Yes (1)	Yes (2)	No	No	No	No	Yes (16)
Outdoor recreation							
Playgrounds and neighborhood parks	Yes	Yes	No	No	No	Yes (15)	Yes
Community and regional	Yes	Yes	No	No	No	Yes (15)	Yes
Nature exhibits	Yes	No	No	No	No	No	No
Spectator sports, including arenas	Yes (14)	Yes (14)	No	No	No	No	No
Golf courses and riding stables	Yes	Yes (5)	Yes (6)	No	No	Yes (15)	Yes
Water based recreational areas	Yes	Yes (5)	Yes (6)	No	No	No	No
Resorts and group camps	Yes (1)	Yes (2)	No	No	No	No	No
Auditoriums and concert halls	Yes (6)	Yes (7)	No	No	No	No	No
Outdoor amphitheaters and music shells	Yes (14)	Yes (14)	Yes (14)	No	No	No	No
Other outdoor recreation	Yes	Yes (14)	Yes (14)	No	No	No	No
Resource production, extraction and open space							
Agriculture (except livestock)	Yes (9)	Yes (10)	Yes (11)	Yes (12)	Yes (13)	Yes (13)	Yes (13)
Livestock farming and animal breeding	Yes (9)	Yes (10)	Yes (11)	Yes (12)	Yes (13)	Yes (13)	Yes (13)
Forestry activities	Yes (9)	Yes (10)	Yes (13)	Yes (13)	Yes (13)	No	Yes
Fishing activities and related services	Yes	Yes	No	No	No	No	No
Mining activities	Yes	Yes	Yes	Yes	Yes	No	Yes (16)
Permanent open space	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Water areas (not incidental to farming)	Yes	Yes	No	No	No	No	No

Exhibit D - Luke AFB List of Compatible Uses

Zoning and development in high noise or accident potential zone	Day-night sound level in decibels high noise or accident potential zone (18)					
	65-69	70-74	75-79	80-84	85 or higher	APZ 1 APZ 2
Footnotes:						
(1) Measures to achieve an outdoor to indoor noise reduction level of twenty-five decibels pursuant to an ordinance adopted under section 28-8482 must be incorporated into the design and construction of all buildings and the political subdivision must make an express finding, as part of approval, that use of noise reduction level criteria will not alleviate outdoor noise.						
(2) Measures to achieve an outdoor to indoor noise reduction level of thirty decibels pursuant to an ordinance adopted under section 28-8482 must be incorporated into the design and construction of all buildings and the political subdivision must make an express finding, as part of approval, that use of noise reduction level criteria will not alleviate outdoor noise.						
(3) Measures to achieve an outdoor to indoor noise reduction level of thirty-five decibels pursuant to an ordinance adopted under section 28-8482 must be incorporated into the design and construction of all buildings and the political subdivision must make an express finding, as part of the approval, that use of noise reduction level criteria will not alleviate outdoor noise.						
(4) Measures to achieve an outdoor to indoor noise reduction level of forty decibels pursuant to an ordinance adopted under section 28-8482 must be incorporated into the design and construction of all buildings and the political subdivision must make an express finding, as part of the approval, that use of noise reduction level criteria will not alleviate outdoor noise.						
(5) Measures to achieve an outdoor to indoor noise reduction level of twenty-five decibels must be incorporated into the design and construction of portions of buildings where the public is received, office areas, noise sensitive areas or where normal noise level is low.						
(6) Measures to achieve an outdoor to indoor noise reduction level of thirty decibels must be incorporated into the design and construction of portions of buildings where the public is received, office areas, noise sensitive areas or where normal noise level is low.						
(7) Measures to achieve an outdoor to indoor noise reduction level of thirty-five decibels must be incorporated into the design and construction of portions of buildings where the public is received, office areas, noise sensitive areas or where normal noise level is low.						
(8) Measures to achieve an outdoor to indoor noise reduction level of forty decibels must be incorporated into the design and construction of portions of buildings where the public is received, office areas, noise sensitive areas or where normal noise level is low.						
(9) Measures to achieve an outdoor to indoor noise reduction level of twenty-five decibels must be incorporated into the design and construction of new residential buildings or expansions of existing residential buildings.						
(10) Measures to achieve an outdoor to indoor noise reduction level of thirty decibels must be incorporated into the design and construction of new residential buildings or expansions of existing residential buildings.						
(11) Measures to achieve an outdoor to indoor noise reduction level of thirty-five decibels must be incorporated into the design and construction of new residential buildings or expansions of existing residential buildings.						
(12) Measures to achieve an outdoor to indoor noise reduction level of forty decibels must be incorporated into the design and construction of new residential buildings or expansions of existing residential buildings.						
(13) No new residential buildings or expansions of existing residential buildings are permitted.						
(14) Compatible if special sound reinforcement systems are installed.						
(15) No aboveground buildings or structures.						
(16) No new buildings or improvements or expansion of nonagriculture buildings or improvements for uses that result in the release of any substance into the air that would impair visibility or otherwise interfere with operating aircraft, such as any of the following:						
(a) Steam, dust and smoke.						
(b) Direct or indirect reflective light emissions.						

Exhibit D - Luke AFB List of Compatible Uses

Zoning and development in high noise or accident potential zone

Day-night sound level in decibels high noise or accident potential zone (18)

65-69	70-74	75-79	80-84	85 or higher	APZ 1	APZ 2
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(c) Electrical emissions that would interfere with aircraft and air force communications or navigational aid systems or aircraft navigational equipment.

(d) The attraction of birds or waterfowl such as operation of sanitary landfills or maintenance of feeding stations.

(e) Explosives facilities or similar activities.

(17) If located in the extended portion of accident potential zone two in territory of a political subdivision described in section 28-8461, paragraph 9, subdivision (a).

(18) Uses not listed are presumed to not be compatible. If the political subdivision and the military airport mutually agree that an individual use is compatible and consistent with the high noise or accident potential of the military airport or ancillary military facility, the use shall be presumed to be compatible.

SUMMIT BUSINESS PARK REZONE CITIZEN OUTREACH PLAN AND SUMMARY

Rezone from Industrial Performance to Industrial General

Prepared May 28, 2020

Revised _____

Surprise Planning Case FS20-XXX

Project Team

Owner: Capital VIII, LLC
6263 N. SCOTTSDALE RD, SUITE 150
SCOTTSDALE, AZ 85250
Contact: F. Scott Neal

Applicant: City of Surprise
16000 Civic Center Plaza
Surprise, AZ 85374
Contact: Samantha Pinkal
623-222-3323
Samantha.Pinkal@surpriseaz.gov

Planning: City of Surprise
16000 Civic Center Plaza
Surprise, AZ 85374
Contact: Robert H. Kuhfuss, AICP
623-222-3137
robert.kuhfuss@surpriseaz.gov

Scope of Request

The City of Surprise, on behalf of Capital VIII, LLC, is requesting a Zone Change from Industrial Performance (IP) to Industrial General (IG) for an assemblage of properties totaling 49.1 gross acres. The Zone Change will not include a PUD Overlay and future development will adhere to the Surprise Municipal Code as may be amended from time to time. A Site Plan and possible Re-Plat may follow under separate case.

Properties Involved

The subject property includes APNs 501-38-984, 501-38-985, 501-38-986 and a portion of 501-38-983, together with the adjacent right-of-way for a total of 49.1 gross acres.

Outreach Plan

A Citizen Outreach meeting has not been scheduled, but will occur likely within the month of June 2020, with public hearings before the Planning and Zoning Commission in August 2020, and City Council during September 2020. Once these dates have been determined, city staff will advertise the matter in the local paper in accordance with state and local law. City staff will also work with the City's Public Works Department and/or local sign vendors to prepare and

place site postings in accordance with state and local law. These signs will be updated from time to time as meeting and hearing dates are finalized.

Staff will also prepare mailers to be sent to the following persons/entities, also in accordance with state and local law:

Luke Air Force Base

City of El Mirage

All property owners within 300' of the subject site

Note that at this time, due to COVID-19 precautions, the Outreach meeting will likely be hosted on-line at a date and time to be determined. Similarly, public hearings before the Planning Commission and City Council will likely occur on-line and Surprise TV. These COVID-9 protocols may be revised if the COVID-19 situation changes.

Results

The results of the Citizen Outreach meeting will be included in a final document to be submitted at a later date. The Summary will include the actual dates and times of any outreach meetings, a list of interested parties, and any comments or concerns expressed by the various stakeholders. All correspondence received from the various private parties will be redacted to maintain privacy.

Citizen Participation Report

Summit Business Park Rezone from IP to IG

Case FS20-372

July 28, 2020 at 6:00 pm

Project Team:

Owner: Capital VIII, LLC
6263 N. Scottsdale Rd, Suite 150
Scottsdale, AZ 85250
Contact: F. Scott Neal

Applicant: City of Surprise
16000 Civic Center Plaza
Surprise, AZ 85374
Contact: Samantha Pinkal
623-222-3323
Samantha.Pinkal@surpriseaz.gov

Planning: City of Surprise
16000 Civic Center Plaza
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Contact: Robert H. Kuhfuss, AICP
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Properties Involved:

The subject property includes APNs 501-38-984, 501-38-985, 501-38-986 and a portion of 501-38-983, together with the adjacent right-of-way for a total of 49.1 gross acres.

Outreach Plan:

A Citizen Outreach meeting was held on July 28, 2020, with public hearings scheduled for the Planning and Zoning Commission on August 20, 2020, and City Council on September 15, 2020. City staff advertised the matter in the local paper in accordance with state and local law. Additionally, the site was posted in accordance with state and local law. Attached are the newspaper advertisement proof, sign posting, and affidavit of mailing.

Mailers were sent to the following persons/entities, also in accordance with state and local law:

Luke Air Force Base
City of El Mirage
All property owners within 300' of the subject site

Due to COVID-19 precautions, the Outreach meeting was hosted on-line on July 28, 2020. Similarly, public hearings before the Planning Commission and City Council will likely occur on-line and on Surprise TV. These COVID-9 protocols may be revised if the COVID-19 situation changes.

Results:

The Citizen Review meeting was held at 6:00 pm on July 28, 2020 online via WebEx online meetings. The meeting was lightly attended. The participants that did attend included a City Councilperson and a representative from Crescent Crown Distribution. The attendees had general questions about the proposed uses and development standards for the project. The attendees voiced general support of the request.

CITY OF SURPRISE **CITIZEN REVIEW MEETING**

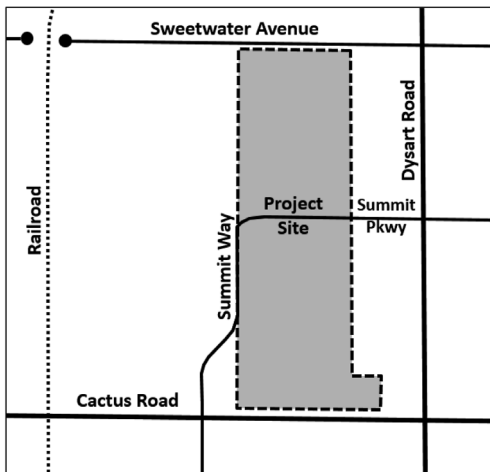
Take notice that at the date, time, and place listed below, there will be a Citizen Review meeting to discuss the below-referenced project. Due to the current COVID-19 public health emergency, the meeting will be conducted electronically. By using a computer and the access information provided below, any member of the public may participate and be heard relative to this project. The City of Surprise Community Development Department may be contacted prior to the scheduled meeting for additional information.

City of Surprise Planner: Hobart Wingard, 623-222-3156, hobart.wingard@surpriseaz.gov

CITIZEN REVIEW MEETING DETAILS

DATE: Tuesday July 28, 2020
TIME: 6:00 PM
ONLINE ACCESS: Webex Online Meeting <https://www.webex.com/>
Meeting Number (access Code) - 146 532 6510
Meeting Password - 9Aa2cMZJtd3
Phone Access - 602-666-0783

Project Location



PROJECT DESCRIPTION: A Rezone of 48.1 acres (Lots 5, 6, 7, and 8) of the Summit Business Park from Industrial Performance (IP) to Industrial to Industrial General (IG). Case FS20-372.

Publish: Daily Independent, July 11, Surprise Independent July 15, 2020/418980

Notice of Public Hearing

City of Surprise

Neighborhood Meeting

Date: July 28, 2020

Time: 6:00 PM

Location: WebEx Online Meeting

www.webex.com

Meeting number (access code): 148 532 6510

Meeting password: 9Aa2cMZJtd3

Phone Access: 602-666-0783

Meeting Number: 148 532 6510

Planning and Zoning

Date: August 20, 2020

Time: 6:00 PM

Location: surprisetv.surpriseaz.gov/live

In an effort to protect public health during the COVID-19 pandemic, public comment options have changed for

City Council and Planning and Zoning Commission Meetings. Visit the following website for information.

www.surpriseaz.gov/CivicAlerts.aspx?AID=4802

City Council

Date: September 15, 2020

Time: 6:00 PM

Location: surprisetv.surpriseaz.gov/live



Case Number: FS20-372

PROJECT DESCRIPTION: Zone change of approximately 49.1 acres of land generally located west of the northwest corner of Cactus and Dysart Roads from Industrial Performance (IP) to Industrial General (IG), under Case FS20-372

For more information, call:
623-222-3011

Notice of Public Hearing

City of Surprise

Neighborhood Meeting

Date: July 28, 2020

Time: 6:00 PM

Location: WebEx Online Meeting

www.webex.com

Meeting number (access code): 148 532 6510

Meeting password: 9Aa2cMZJtd3

Phone Access: 602-666-0783

Meeting Number: 148 532 6510

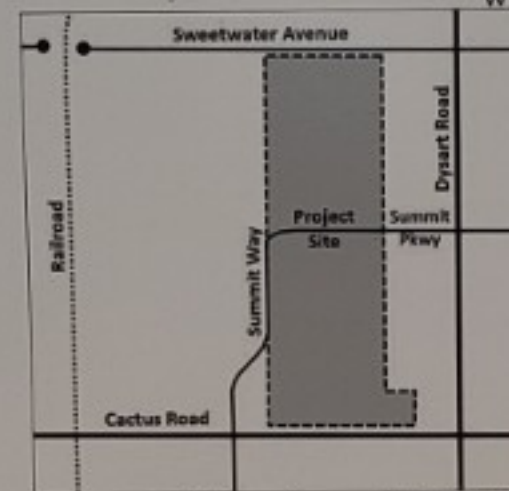
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For more information, call:
623-222-3011

City Council

Date: September 15, 2020

Time: 6:00 PM

Location: surprisetv.surpriseaz.gov/live

AFFIDAVIT OF PUBLIC NOTICE MAILOUT

I, Hobart Wingard, being duly authorized to complete the task as stated herein, did on July 14, 2020 send the attached written notification pertaining to the case(s) listed below to the entities as stated in the attached Mailing List via 1st Class Mail as required by State and Local law. I obtained the names and addresses as stated on said Mailing List from the following source(s):

- ☐ Maricopa County Accessor Website
- ☐ Agency Website
- ☐ City Database
- ☐ Other

Case #: FS20-372
[Case #]

Project Name: Summit Rezone
[Case Name]

Signed this 14th day of July, 2020
[Day] [Month] [Year]

By: 
[Signature]

Rev. 07/10/19

CITY OF SURPRISE **CITIZEN REVIEW MEETING**

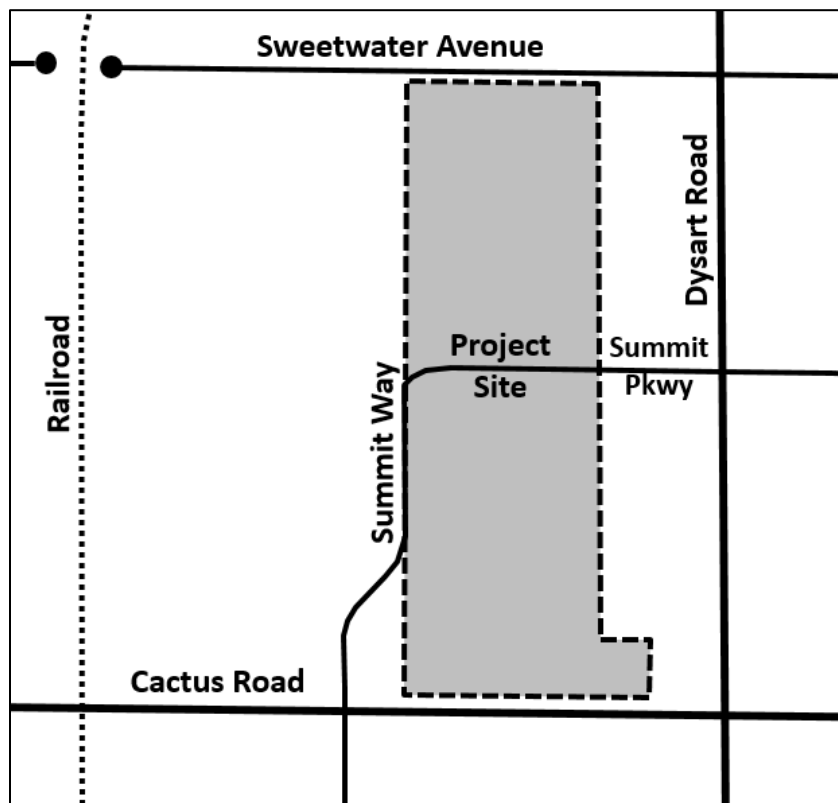
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City of Surprise Planner: Hobart Wingard, 623-222-3156, hobart.wingard@surpriseaz.gov

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TIME: 6:00 PM
ONLINE ACCESS: Webex Online Meeting <https://www.webex.com/>
Meeting Number (access Code) - 146 532 6510
Meeting Password - 9Aa2cMZJtd3
Phone Access - 602-666-0783

Project Location



PROJECT DESCRIPTION: A Rezone of 48.1 acres (Lots 5, 6, 7, and 8) of the Summit Business Park from Industrial Performance (IP) to Industrial to Industrial General (IG). Case FS20-372.

ARIZONA PUBLIC SERVICE CO

[REDACTED]
[REDACTED]

AUBURN REALTY LLC

[REDACTED]
[REDACTED]

CAPITAL VIII LLC

[REDACTED]
[REDACTED]

CCD REAL ESTATE HOLDINGS LLC

[REDACTED]
[REDACTED]

CCD REAL ESTATE HOLDINGS LLC

[REDACTED]
[REDACTED]

DG INDUSTRIAL PORTFOLIO I
PROPERTY OWNER LP

[REDACTED]
[REDACTED]

E&V INVESTMENTS LLC

[REDACTED]
[REDACTED]

EL MIRAGE CITY OF

[REDACTED]
[REDACTED]

IRIS USA INC

[REDACTED]
[REDACTED]

KM SKYWAY COMMONS LLC

[REDACTED]
[REDACTED]

SKYWAY BUSINESS PARK II LLC

[REDACTED]
[REDACTED]

MR CHRISTOPHER P TOALE

[REDACTED]
[REDACTED]

Jorge Gastelum
Community Development Director
City of El Mirage

[REDACTED]
[REDACTED]



FS20-372

Summit Business Park

Rezone

City Council – September 15, 2020

VICINITY MAP

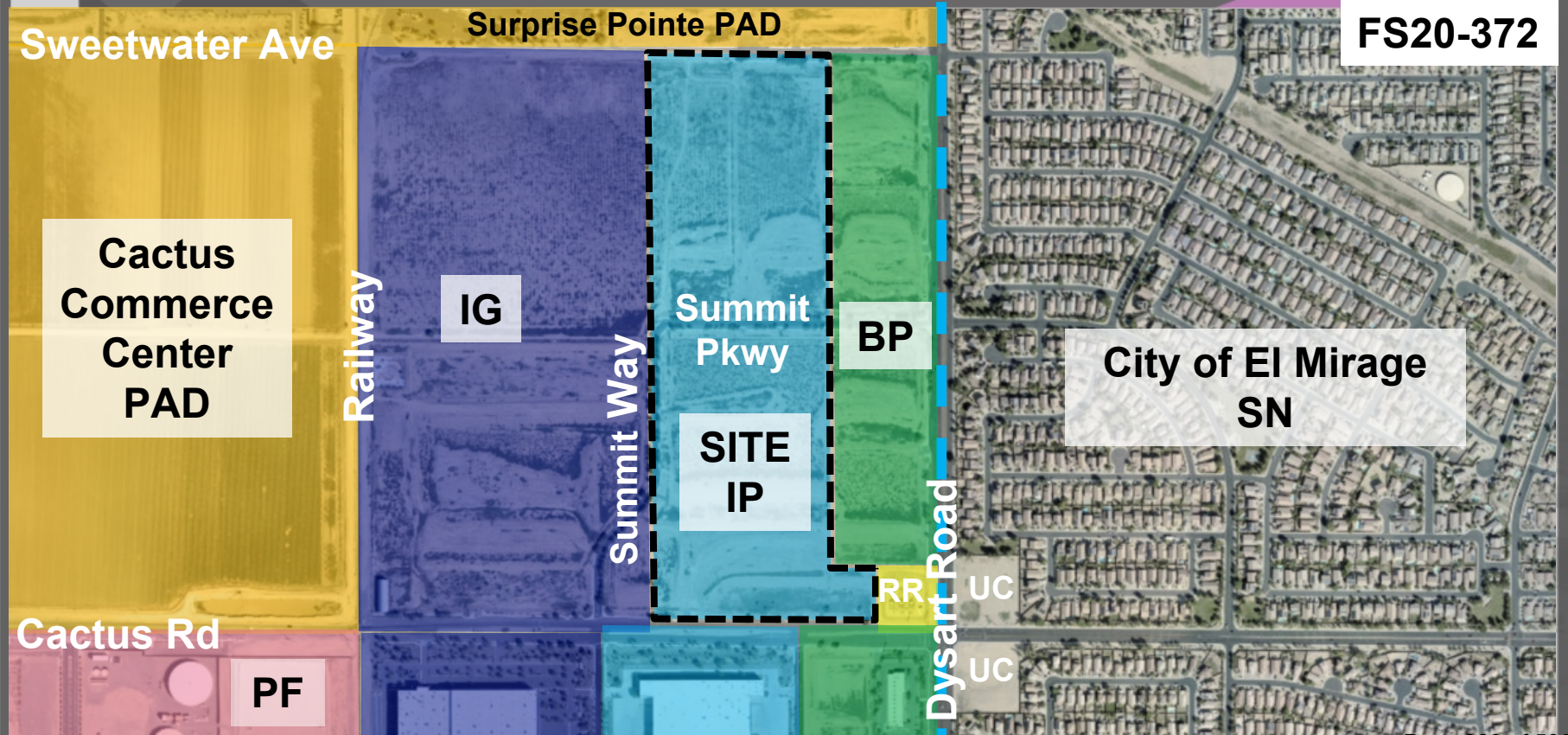
FS20-372



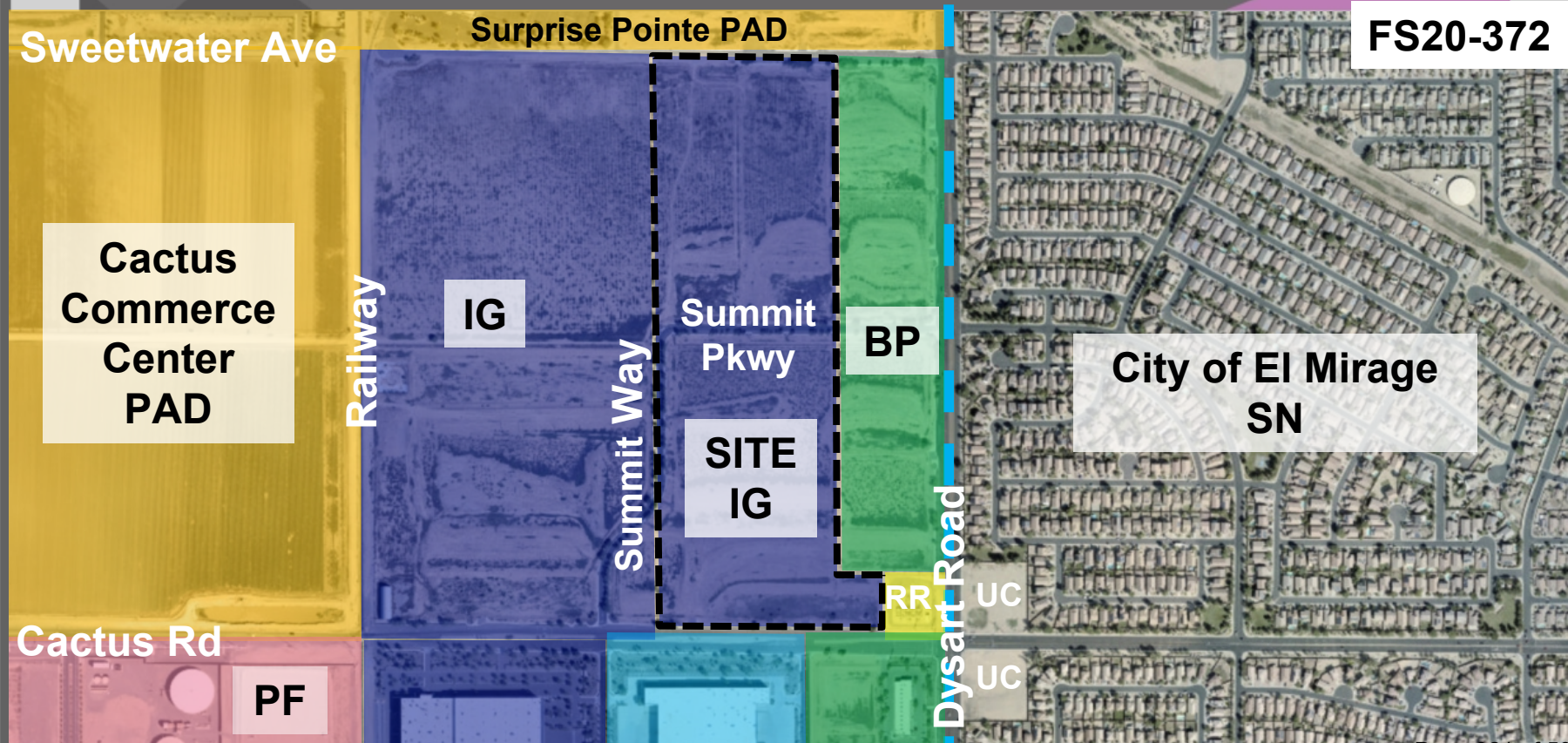
CASE MAP



CURRENT ZONING MAP



PROPOSED ZONING MAP





QUESTIONS OR COMMENTS?

Thank You

ORDINANCE # 2020-27

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE FROM INDUSTRIAL PERFORMANCE (IP) TO INDUSTRIAL GENERAL (IG) FOR SUMMIT BUSINESS PARK, LOCATED WEST OF THE NORTHWEST CORNER OF DYSART AND CACTUS ROADS.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is located west of the northwest corner of Dysart and Cactus Roads;

WHEREAS, the subject site is zoned Industrial Performance (IP);

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, the proposed rezone to Industrial General (IG), satisfies the requirements set forth in Chapter 122 of the Surprise Municipal Code;

WHEREAS, this Rezone is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

WHEREAS, on August 20, 2020, the Planning and Zoning Commission recommended approval of the Summit Business Park Rezone.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Surprise, Arizona, as follows:

Section 1. Rezoning. The parcel legally described on Exhibit A and depicted on Exhibit B, known as “Summit Business Park” is rezoned from Industrial Performance (IP) to Industrial General (IG) subject to the following stipulations:

- a. Development and use of the site shall be in substantial conformance with the project narrative entitled “Summit Business Park Rezone Narrative” and Exhibits A through E, prepared by the City of Surprise, consisting of 19 pages and stamped received August 28, 2020.
- b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

Section 2. *Amendment of Zoning Map.* The City of Surprise zoning map is herewith amended to reflect the change in districts referred to in Section 1 above.

Section 3. *Codification.* This Ordinance is not of a general nature and shall not be codified.

Section 4. *Severability.* If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. *Effective Date.* This ordinance shall become effective at the time and in the manner prescribed by law.

PASSED 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 FOR PROPERTY

DESCRIPTION

REZONE from INDUSTRIAL PERFORMANCE (IP) to INDUSTRIAL GENERAL (IG)

A portion of the FINAL PLAT of SUMMIT, as recorded in Book 982 Page 33, Records of Maricopa County, Arizona, located in the Southeast Quarter of Section 15, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Southeast Corner of said Section 15 from which the South Quarter Corner of said Section 15 lies North 89°09'49" West 2615.61 feet;

Thence along the south line of said southeast quarter of Section 15 North 89°09'49" West 305.00 feet to the POINT OF BEGINNING;

Thence continuing along said line North 89°09'49" West 1002.80 feet;

Thence departing said line North 00°04'48" East 2637.96 feet to the east-west midsection line of said Section 15;

Thence along said midsection line South 89°12'46" East 800.06 feet;

Thence departing said midsection line South 00°04'53" West 2333.64 feet;

Thence South 89°09'49" East 203.04 feet;

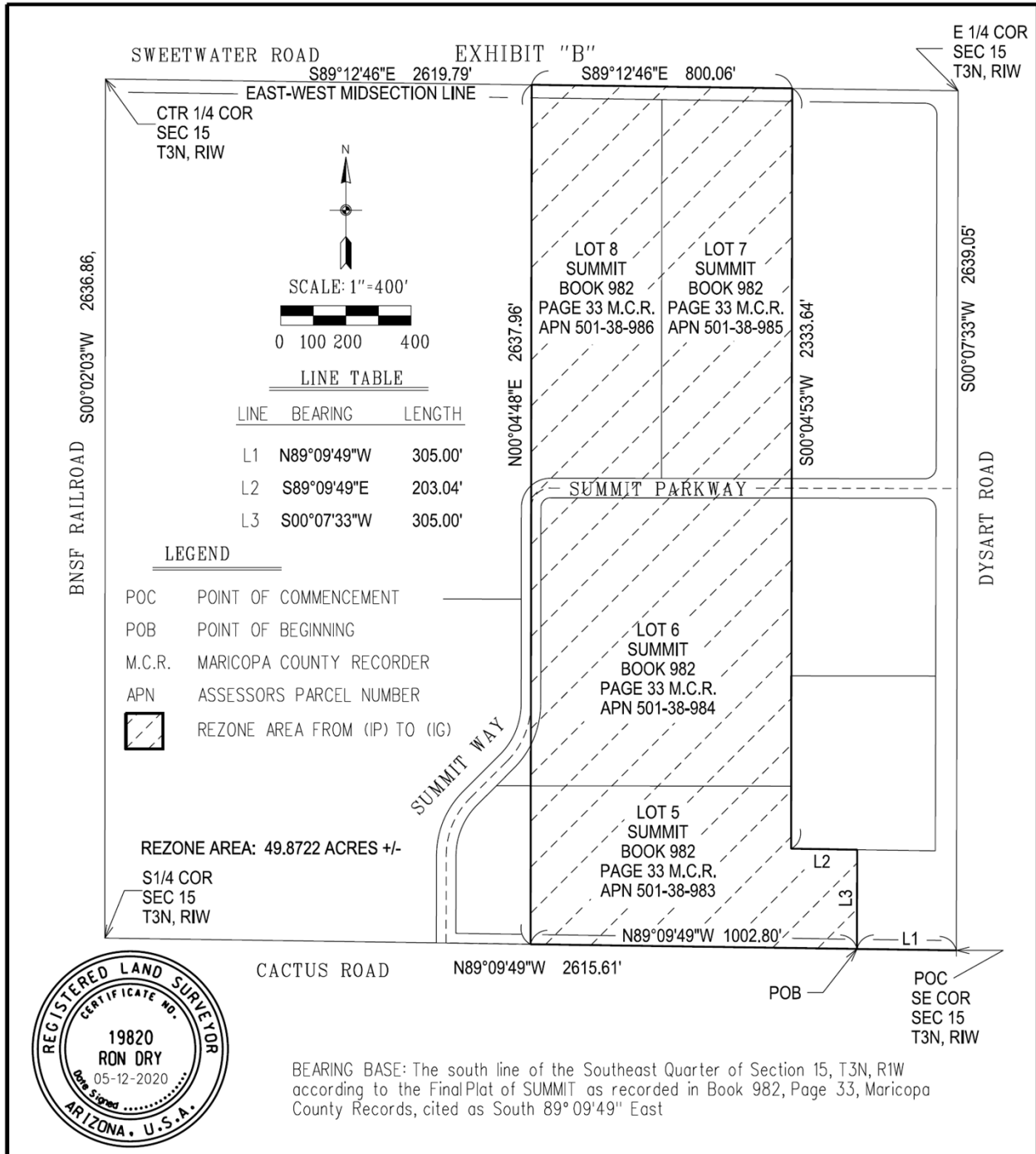
Thence South 00°07'33" West 305.00 feet to the POINT OF BEGINNING.

Containing 49.08722 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description

EXHIBIT B **DEPICTION OF THE PROPERTY TO BE RE-ZONED**



Ordinance No. 2020-27
 RFLS #7395
 Rev 08/20



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 15, 2020
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person: Danielle Osborne, MGMT
ANALYST
District: Citywide

Consent: No	Regular: Yes	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 2021 Contract Awarding Authority List and the commissioning of artist Steven Weitzman for an original work of art at the site of the new Public Safety Facilities; Resolution 2020-120.

Motion:

I move to approve Resolution 2020-120 and the commissioning of artist Steven Weitzman to collaborate on an original piece of art at the site of the new Public Safety facilities.

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.

A working group comprised of three Arts & Cultural Advisory Commissioners, a Police Department liaison, a Senior Project Manager, and two staff liaisons met to determine the best course of action for procuring and installing art at the new public safety facilities, and to recommend an artist to the full Arts & Cultural Advisory Commission. On September 14, 2020, the Arts & Cultural Advisory Commission approved the recommendation of the panel to collaborate with artist Steven Weitzman on an original piece of art at the site of the new facilities, based on the artist's qualifications. Mr. Weitzman has extensive public art and construction experience, and has notable pieces of art located throughout the country, including inside of the United States' Capitol Emancipation Hall.

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 collaboration with this artist 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:

The City of Surprise Public Art Policies & Procedures allow for the direct selection of an artist based on their qualifications.

Financial Impact:

The total one-time cost for this project is not to exceed \$143,000.

Budget Impact:

The FY2021 budget includes appropriation in the amount of \$118,100 for art at the site of the new Public Safety Evidence and Readiness Center, and \$24,900 for the new Police and Fire Training Facility. Because both buildings are on the same site of land, the appropriated budgets for each project will be pooled to procure a piece of art that will serve both sites and the FY2021 Contract Awarding Authority List will be amended accordingly.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

1. Steven Weitzman – Letter of Interest
 2. PSERC Art Presentation
 3. Res 2020-120 CAAL FY21-PSERC Art
-

August 31, 2020

Dear Committee,

Thank you for this opportunity to be considered to create a work of art for the Public Safety Evidence and Readiness Center wall in the vibrant City of Surprise, AZ.

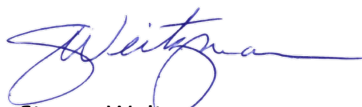
For over 40 years, I have been incorporating art in the public domain. During this time I have created work at the United Nations, for the Smithsonian Institution, and have a sculpture in the United States Capitol in Washington DC. My public art and aesthetic designs for transportation projects are site specific and engage the communities that interact with them. In my experience, the most successful public art installations are those that contextually tell a story, creating an engaging and often educational space, for both local community members and visitors.

Over the years, I have had the opportunity to create a number of works of art work in the state of Arizona, including my design for the La Cholla Boulevard Bridge, for which I designed the bridge architecture to include sculptural reliefs of large "chollas," the local cactus, which was cast directly into the undulating concrete parapet. This project garnered five local and national awards within the first six months after its completion. If given the opportunity, I would hope to create a signature effect that speaks to the City and citizens of Surprise. My "Kolb Road Walk-Thru," is another iconic project that tells a unique story. Cut into each of the weathering steel bands is an abstract design inspired by indigenous American Indian pottery. During the day, this gateway sculpture projects shadow designs from the cut-out Cor-ten steel onto the sidewalk and, at night, it is illuminated by colored, programmable LED lights. I have also worked with Arrington Watkins Architects on the exterior wall designs as well as the art elements for the City of Glendale's Field Operation Center in Glendale, AZ., which pay homage to the industrious employees of the Center.

I am delighted to be considered for this project which presents endless possibilities for celebrating the City of Surprise, AZ. If selected, I look forward to creating a work of art that brings pride to the City and its community. I believe there are many opportunities to accomplish this within the \$130,000 budget, especially when the sculptural reliefs are incorporated directly in the casting of the wall.

Thank you for your consideration and please let me know if I can answer any questions.

With kind regards,



Steven Weitzman



Public Safety Facilities Art Project

Surprise Arts & Cultural Advisory Commission
September 15, 2020

Art Location

PLANT LEGEND

SYMBOL BOTANICAL NAME
SYM. COMMON NAME

TREES

TREES TO BE REMOVED FROM SITE

- CHLOPSIS LINEARIS ART'S SEEDLESS
- SEEDLESS DESERT WILLOW
- PARKINSONIA X DESERT MUSEUM
- DESERT MUSEUM PALO VERDE
- PROSOPIS SEEDLESS HYBRID ART
- ART SEEDLESS HYBRID MESQUITE

RELOCATED PLANT MATERIAL

- TAG#001 ● CARBENEA GIGANTEA
- TAG#002 ● SAGUARO CACTUS
- TAG#003 ● YACHELLIA BRAYCENSIS
- TAG#004 ● TWISTED ACACIA
- TAG#005 ● FOUQUERIA SPLENDENS
- COTILLO
- GULFIA X KELLEY'S CHOICE
- KELLEY'S CHOICE PRICKLY PEAR
- ECHINOCACTUS GROSSI
- GOLDEN BARREL CACTUS

SHRUBS

- LEUCOPHYLLUM FRUTESCENS
- GREEN CLOUD TEXAS RANGER
- SIMMONDSIA CHINENSIS
- JOUISA
- LARREA TRIDENTATA
- CREOSOTE BUSH
- AMORPHOSA CO. TOPEA
- TRIANGLE LEAF BURRAGE
- LANTANA MONTIVIDENSIS
- TRAILING PURPLE LANTANA
- ECHINOCACTUS GROSSI
- GOLDEN BARREL CACTUS



ART AT NEW PUBLIC SAFETY FACILITIES

DIRECT SELECTION

- Incorporate the art into the perimeter wall of the facility
- Evidence Center – art must be attractive, but not inviting
- Seeking art that is best viewed from a distance
- Perimeter wall must remain secure while still incorporating art
- Design may serve as a landmark or wayfinding for visitors
- Looking to design a natural landscape scene – wildflowers or a garden.

Steven Weitzman



- Experienced artist with installations spanning various mediums including sculpture, concrete, and cast stone
- Works of art reside at the United Nations, U.S. Capitol Building, and various cities including Denver, CO and Tucson, AZ
- Owns two companies – Weitzman Studios, which addresses site-specific large scale public art installations, and Creative Design Resolutions, which specializes in the aesthetic treatment of transportation infrastructure projects







© 2015 WEITZMAN STUDIOS ALL RIGHTS RESERVED



Process

- Enter into agreement with Mr. Weitzman for his services
- Collaboration with the art panel on a design for the security wall
- Design will be translated into formliners, or molds, for the walls
- Building contractors will use these formliners to pour the concrete which creates the wall panels
- Building contractors will construct the wall using these panels



QUESTIONS OR COMMENTS?

Thank You

RESOLUTION # 2020-120

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2021 CONTRACT AWARDING AUTHORITY LIST BY INCREASING THE DESIGN OF PUBLIC SAFETY EVIDENCE & READINESS FACILITY ITEM TO \$8,675,000.

WHEREAS, the FY2021 budget was adopted included funding for the design of the Public Safety Evidence & Readiness Facility, and for the design, acquisition, and construction of art at this Facility; and

WHEREAS, in order to comply with the Surprise Municipal Code, the expenses for these projects must be captured within the same project code, necessitating an amendment to the Contract Awarding Authority List; and

WHEREAS, the FY2021 budget, including the FY2021 Contract Awarding Authority List, was adopted by Council Resolution #2020-63 on June 2, 2020; and

WHEREAS, the City of Surprise Procurement Code §2-338 (d) requires the authority of the Mayor and Council when the cost to the city is greater than \$50,000.

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, the Fiscal Year 2021 Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2020-120
Exhibit A

1. Contract Awarding Authority List – Council approved \$8,675,000 for the purpose of the design of the Public Safety Evidence & Readiness Facility included on the Fiscal Year 2021 Contract Awarding Authority List. This amount was based on the requirement by the Surprise Municipal Code to capture the expenses of these projects within the same project code.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
R31030	PS Evidence & Readiness - Art	\$125,000	(\$125,000)	\$0
P31030	PSERC Facility	\$8,500,000	\$175,000	\$8,675,000



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 15, 2020

Contact Person: Harold Brady, PS LEGAL
ADVISOR

Submitting Department: Police

District: Citywide

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to an amendment to Chapter 34, Article VII of the Surprise Municipal Code by adding a new section 34-228, relating to impersonation of a city employee and unauthorized manufacturing and possession of badges, patches and other indicia of employment with the City of Surprise; Ordinance # 2020-20.

Motion:

I move to approve Ordinance #2020-20.

Background:

Various city employees wear uniforms, badges and patches that identify themselves as public servants and/or drive city vehicles with city markings. These indicia of City employment convey to the public the employee's authority and a level of trust that a member of the public relies upon. That level of trust arises from the fact that this person's background has been vetted.

Sometimes, these indicia of authority end up in the possession of persons who do not have the authority that the item represents. If the items are merely possessed, it is not usually a problem. However, if the items are used to commit a crime, obtain a benefit, or coerce a member of the public into decisions or actions they would not otherwise make, then the City suffers along with that member of the public. This ordinance is intended to deter these offenses and punish those that improperly use these indicia.

Objective Analysis:

State law contains provisions which penalize persons that impersonate public servants (A.R.S. Section 13-2406) and police officers (A.R.S. Section 13-2411). This ordinance is intended to be supplemental authority to punish these circumstances and protect the trust the City has earned from our citizens and the public through many years of high quality and dedicated public service. This ordinance is specifically aimed at persons who attempt to violate this trust by using indicia of City of Surprise employment to appear to be a City employee and thereby take advantage of a person or circumstance. It is also intended to prohibit a person from manufacturing or possessing these indicia of employment when not authorized to do so, yet allow the City Manager the authority to authorize facsimiles for reasons which further the best interests of the City.

Per Council concerns raised at the Work Session review of this ordinance, the wording has been revised to make it clear that mere possession of a personal item with a City logo, patch, or indicia on it, without

evidence proving improper possession, is not a crime.

Policy Compliant:

A foundational value and policy of the City is to continue to strive to provide exemplary service which results in citizens who trust the City and its employees. Misuse of indicia of City of Surprise authority may undermines that foundational policy. This ordinance is intended to deter that misuse.

Financial Impact:

The financial impact of the adoption of this ordinance will be the time and effort spent investigating these violations and prosecuting those violations for which there is sufficient evidence of the violation. That time and effort will come from employees who are already included within the budget, as are the expenses that may result from those investigations and prosecutions. Consequently, there is negligible financial impact.

Budget Impact:

The adoption of this ordinance will not have any direct impact upon the budget.

FTE Impact:

The adoption of this ordinance will have no impact upon the City's FTE.

ATTACHMENTS:

1. ORDINANCE 2020-20 Impersonating city employee or Misuse of badge FINAL
 2. Protection of badges patches IDs and vehicle
-

ORDINANCE # 2020-20

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING CHAPTER 34, ARTICLE VII BY ADDING A NEW SECTION 34-228, RELATING TO THE IMPERSONATION OF A CITY EMPLOYEE OR UNAUTHORIZED POSSESSION OF A CITY BADGE, PATCH OR IDENTIFICATION CARD; INCLUDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, the City issues to its employees badges, patches and identification cards and provides access to City motor vehicles so its employees can accomplish their job duties and be recognized by the public as employees of the City;

WHEREAS, the City of Surprise has worked diligently for years to provide high quality service to its citizens and the public thereby producing a high level of trust in our City employees; and,

WHEREAS, the City desires to discourage and punish those persons who would undermine that trust by misusing those indicia of employment.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Surprise, Arizona, as follows:

Section 1. Chapter 34, Article VII is hereby amended by adding a new Section 34-228 of the Surprise Municipal Code as described on attached Exhibit A, and incorporated by this reference.

Section 2. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of these amendments to the municipal code adopted herein is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 4. This ordinance will become effective at the time and manner prescribed by law.

SIGNATURES ON THE FOLLOWING PAGE

PASSED AND ADOPTED this _____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Sec. 34-228. – Impersonating a City Employee or Possessing a city badge, etc.

- A. It shall be unlawful for a person to:
1. impersonate or hold themselves out to be an employee of the City of Surprise, when not properly authorized to do so, with the intent to induce another to submit or rely on the pretended authority or status; or
 2. use, wear or display an insignia, badge or indicia of, or resembling an insignia, badge or indicia of, a Surprise peace officer, a Surprise Fire-Medical Department employee, or any employee of the City of Surprise, when not authorized by terms of employment or contract with the City of Surprise or under subsection (D) of this section, or
 3. operate, or permit to be operated, without proper authority, a motor vehicle with:
 - a. a siren,
 - b. a red , or red and blue, light or lens, whether flashing or steady beam, visible from in front of the vehicle, or
 - c. any insignia thereon, bearing a likeness to the insignia used by any peace officers of the City of Surprise, the Surprise Fire-Medical Department officers, or City of Surprise employees.
- B. No person shall manufacture, make, sell, design or transfer any official Surprise peace officer's badge, patch or identification card without the written authorization of the City Manager or his designee. Such person may deliver badges, patches or identification cards only to the City Manager or his designee, and may manufacture only the number of badges, patches or identification cards authorized by the City Manager or his designee. Nothing in this subsection shall be construed as affecting the manner in which contracts for the purchase of the badges, patches or identification cards by the city are made.
- C. No person shall manufacture, make, sell, design, possess, or transfer any identification card, badge, star, shield, miniature, or insignia, regardless of the size, shape or design, which has on it the words:
1. "Surprise Police", either used separately, together, or in a combination with any other words indicating connection with the police department; or which is identical in design to, or resembles or may be mistaken for, the design of the official police officer's identification card, official police department employee patch or official police department employee badge, except as expressly provided for in this section; or
 2. "City of Surprise," or "Surprise Fire-Medical" either used separately, together, or in a combination with any other words indicating connection with the Surprise Fire-Medical Department or another city department or which is identical in design with or resembles or may be mistaken for, the design of the identification

card, patch or badge of a city employee, except as expressly provided for in this section.

- D. Notwithstanding the provisions of this section, the City Manager or designee may authorize the manufacture and distribution of items by or on behalf of the City of Surprise, to employees, elected officials and members of the public, and it shall not be a violation of this section for any person to be in possession of same, including the following:
1. Miniature facsimiles of any of the official city peace officer badges that are no larger than an official badge.
 2. Items of personal property bearing reproductions of an official city peace officer badge, official city peace officer identification card or other official City insignia including, but not limited to, coffee cups, mugs, binders, report covers, notebooks, wearing apparel, hats, caps, headgear, jewelry, trinkets, and other similar items.
- E. If a police officer has probable cause to believe an item violates subsection (C) of this section and the officer is lawfully in the area where the item is located, the officer may seize the item.



BADGE, PATCH, AND ID PROTECTION

BACKGROUND

City employees can be identified in many ways

- Uniforms
- Badges
- Shoulder patches
- Appropriately marked City vehicles



Trust

- Over the years, City employees have developed a high level of trust by honorably providing high quality public service
- For personal benefit, some persons desire to misuse that trust



Elements

Criminally punish any person who attempts to personally gain by

- representing themselves as a City employee,
- by displaying indicia of City employment, or
- by driving a vehicle with a likeness to a City vehicle



Elements (cont.)

- The ordinance limits who can manufacture and possess indicia of City employment
- The ordinance gives the City Manager the authority to authorize the production of facsimiles of badges or to place City logos, badges, patches, etc. on personal property items when it is in the City's best interests



Work Session Discussion

- Several Members of Council had concerns that the provisions of the ordinance as previously written, might punish an innocent possessor of an item displaying a City logo, badge, patch, etc.
- Consequently, the wording of the ordinance has been revised to overcome that concern

Legal Possession

- The new wording makes possession of the items legal; the possessor does not have to show how he/she lawfully obtained possession
- In order to charge someone with a crime, the City would have to show how the person unlawfully came into possession of the item



Wording Change; Subsection D



A. Notwithstanding the provisions of this section, the City Manager or designee may authorize the manufacture and distribution of items by or on behalf of the City of Surprise. and it shall not be a violation of this section to be in possession of same, including the following:



QUESTIONS OR COMMENTS?

Thank You

- D. Notwithstanding the provisions of this section, the City Manager or designee may authorize the manufacture and distribution **OF ITEMS BY OR ON BEHALF OF THE CITY OF SURPRISE**, and it shall not be a violation of this section to be in possession of **SAME, INCLUDING** the following:
~~items for the official use of the City or one of its departments, which shall include distribution to employees of the City, and members of the public, when such manufacture and distribution are determined by the City Manager or designee to be in the best interests of the City:~~



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 15, 2020
Submitting Department: Human Resources
Staff Recommendations:

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

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

Agenda Wording:

Consideration and action pertaining to an amendment of the Term of Appointment for Associate Judge Catherine Ann Gaudreau for the purpose of aligning with Surprise Municipal Code Section 30-4; Resolution #2020-37.

Motion:

I move to approve Resolution #2020-37.

Background:

Resolution #2016-149 states that Catherine Ann Gaudreau's appointment as Associate Judge to commence December 19, 2016 and end on December 19, 2020.

Sec. 30-4(e) of the Surprise Municipal Code states that the term of an appointed associate judge will end on June 30th following the end of the applicable four-year term.

Objective Analysis:

This is consistent with past practice to ensure compliance with the Surprise Municipal Code.

Policy Compliant:

This request is to ensure compliance with the Surprise Municipal Code.

Financial Impact:

There is no financial impact for this change.

Budget Impact:

There is no budget impact for this change.

FTE Impact:

There is no FTE impact for this change.

ATTACHMENTS:

1. Res#2020-37 Gaudreau
-

RESOLUTION # 2020-37

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE TERM OF THE APPOINTMENT OF ASSOCIATE JUDGE CATHERINE ANN GAUDREAU TO BE COMPLIANT WITH THE SURPRISE MUNICIPAL CODE, SEC. 30-4.

WHEREAS, the Surprise City Council appointed Catherine Ann Gaudreau to the position of Associate Judge of the Surprise City Court on November 15, 2016, under Resolution #2016-149;

WHEREAS, Section 1 of Resolution #2016-149 states that Catherine Ann Gaudreau's appointment as Associate Judge to commence December 19, 2016 and end on December 19, 2020; and

WHEREAS, Sec. 30-4(e) of the Surprise Municipal Code states that the term of an appointed associate judge will end on June 30th following the end of the applicable four-year term.

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

Section 1. Catherine Ann Gaudreau's appointment as Associate Judge of the Surprise City Court shall be amended to end on June 30, 2021.

Section 2. Except as described in Section 1 of this Resolution, nothing herein shall amend or otherwise change the appointment of Catherine Ann Gaudreau as an Associate Judge or her compensation.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 15, 2020 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval or disapproval of the First Amendment to the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement) recorded July 19, 2017; Resolution #2020-117.

Motion:

I move to approve/disapprove Resolution #2020-117, First Amendment to the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement).

Background:

William Lyon Homes, Inc. has requested approval of the First Amendment to the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement) ("Overlay Agreement") recorded July 19, 2017 as Instrument No. 2017-0526362, Official Records of Maricopa County, Arizona. The Overlay Agreement is for water, sewer, and road improvements constructed or to be constructed by William Lyons for Rancho Mercado that also serve the surrounding area. The purpose of the First Amendment is to make several changes to the Overlay Agreement that include, but are not limited to: (1) removing the interest factor for purposes of calculating the Regional Improvement Buy-In Fees; (2) removing the obligation of William Lyon Homes, Inc. to design and construct the intersection improvements at 163rd Avenue and Happy Valley Road; (3) refining and updating certain Exhibits to the Overlay Agreement; and (4) adding Indemnification and Defense and Takings sections to the Agreement.

Objective Analysis:

Potential Positive Impacts Include: Growth is paying for itself; the City is not fully administrating the fees; and infrastructure is being built in an area of the City needing public infrastructure.

Policy Compliant:

The action is compliant with Council policy relative to growth paying for itself.

Financial Impact:

Per the Overlay Agreement, William Lyon Homes will be responsible for the design, construction, and installation of the regional improvements as listed in Section 1 of the Agreement. The City will be responsible for the operating and maintenance costs of the public infrastructure upon acceptance. The acceptance of infrastructure increases the City's asset base and adds to future maintenance

commitments.

Budget Impact:

None at this time; however, the anticipated incremental additional maintenance expense associated with the public infrastructure will be incorporated in future budgets.

FTE Impact:

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

ATTACHMENTS:

1. 01-Staff Report 1st Amendment Rancho Mercado Supplemental Development Agreement
 2. 02-20.09.08 First Amendment to Overlay Agreement
 3. 03-Resolution 2020-117
 4. 04-Existing Recorded Rancho Mercado Supplemental Development Agreement
 5. 05-Existing Non Recorded Exhibits
 6. 06-Example of notice to parcel owners
 7. 07-20.09.09 EVR First Amendment RM Overlay Agreement Presentation (2)
-

DEVELOPMENT AGREEMENT

STAFF REPORT TO THE CITY COUNCIL

1 **Case:** **FS20-564**

2
3 **Project Name:** First Amendment to the Rancho Mercado Supplemental
4 Development Agreement (Regional Improvement Overlay
5 Agreement).
6

7 **Council District:** 1

8
9
10 **City Council Date:** **September 15, 2020**

11
12 **Presenters:** Ellen Van Riper and Lloyd Abrams
13
14

15 **Owner:** William Lyon Homes, Inc.

16
17 **Applicant:** Jeffrey Blilie of Beus Gilbert McGroder PLLC on behalf of William Lyon
18 Homes, Inc.
19

20 **Request:** First Amendment to the Rancho Mercado Supplemental
21 Development Agreement.
22

23 **Site Location:** Generally located between the SR303 and Jomax Road and between
24 163rd Avenue the eastern edge of the City Limits in a portion of
25 Township 4 North, Range 1 West, Sections 3, 4, 5, 7, 8 and 9.
26

27 **Site Size:** Benefited Area is 2,580 acres (approx.)
28
29

30 **Background:**
31

William Lyon Homes and the City of Surprise entered into the Rancho Mercado Pre-Annexation Development Agreement (“**PADA**”) which was recorded in the Maricopa County Recorder's Office on July 12, 2007. The PADA addresses, among other things, the design and construction of various regional improvements necessary to facilitate the development of the Rancho Mercado project, as well as the reimbursement mechanisms for these regional improvements. During the time that had elapsed since the execution of the PADA, some of the regional improvements needed to facilitate the development of the Rancho Mercado project changed, and certain methods of reimbursement needed to be revised. As such, the City Council approved the supplement to the PADA (“**Overlay Agreement**”) that was recorded on July 19, 2017. The Overlay Agreement addressed regional improvements that benefit not only William Lyon Homes and Rancho Mercado, but also other property owners and property in the area due to the fact the improvements are regional in nature. The following improvements are covered in the Overlay Agreement:

- Water System Improvements: including, but not limited to, the water campus, water storage tank, arsenic treatment, wells, well transmission lines, booster pumps, and the main water distribution lines.
- Well Site Improvements: includes two (2) well sites together with the associated well transmission lines for each of the well sites.
- Sewer System Improvements: including, but not limited to, the main sewer trunk lines.
- Happy Valley Road West Improvements: including, but not limited to, the right-of-way acquisition for Happy Valley Road from 163rd Avenue to 149th Avenue, the intersection improvements to 163rd Avenue, the street improvements to Happy Valley Road from 163rd Avenue to 149th Avenue, and the drainage facilities within the street improvements.
- Happy Valley Road East Improvements: including, but not limited to, the right-of-way acquisition for Happy Valley Road from the Litchfield Road alignment to Granada Boulevard, street improvements for Happy Valley Road from the Litchfield Road alignment to Granada Boulevard, and the bridge/drainage facilities within the street improvements.

William Lyon Homes has been constructing and will continue to construct regional infrastructure that also benefits other property owners in the Benefited Area defined in the Overlay Agreement, who are not currently contributing to the cost of design and construction of these improvements. Therefore, the Overlay Agreement includes calculations of the proportionate share for each property within the Benefited Area of the total cost of the infrastructure constructed or to be constructed by William Lyons Homes. Each improvement has a different defined Benefited Area as well as an associated fee (each a **“Regional Improvement Buy-in Fee”** or **“Buy-in Fee”**). The Buy-in Fees are to be paid before a property within the Benefited Area is developed. For example, the "Water Buy-in Fee" is assessed on a million gallons per day (MGD) basis (using average day demand), and each component within the Water System Improvements has varying amounts of available capacity; therefore, the Water Buy-in Fee is further broken down by component. The Water Buy-in Fee is to be paid before, for example, a building permit is issued. In the original PADA, the City was required to administer all of these costs, fees, and reimbursements which presented a large administrative burden. With the approval of the Overlay Agreement, William Lyon Homes assumed administration of the Buy-In Fees, and the City was required to do the following:

- Notify William Lyon Homes each time an application is received by the City for property within the Benefited Area for annexation, zoning, platting, site planning, or a building permit, as applicable.
- Include as a condition of approval for any annexation or zoning application for property within the Benefited Area, a stipulation that requires the applicant to show evidence of payment of all applicable Regional Improvement Buy-in Fees.
- Require a Notice of Payment.

City staff and William Lyons have determined that further changes to the design, construction, and reimbursement mechanism for the infrastructure improvements are necessary. Therefore, a First Amendment to the Rancho Mercado Supplemental Development Agreement has been prepared (**“First Amendment”**). The First Amendment would make several changes to the Overlay Agreement, including, but not limited to:

- 92 (1) removing the interest factor for purposes of calculating the Regional
93 Improvement Buy-In Fees;
- 94 (2) removing William Lyon Homes' obligation to design and construct the
95 intersection improvements at 163rd Avenue and Happy Valley Road;
- 96 (3) refining and updating certain Exhibits to the Overlay Agreement; and
- 97 (4) adding Indemnification and Defense and Takings sections to the Overlay
98 Agreement.
99

100 **Notification:**
101

102 In accordance with the Surprise Municipal Code, Sections 42-3 through 42-10, all parcel
103 owners within the Benefitted Area have been sent notice of the First Amendment to the
104 Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay
105 Agreement) by first class mail.
106
107

108 **Attachments:**
109

11001- Resolution #2020-117

11102- First Amendment to the Rancho Mercado Supplemental Development Agreement

11203- Existing Recorded Rancho Mercado Supplemental Development Agreement

11304- Existing Non Recordable Exhibits

11405- Example of notice to parcel owners

11506- Presentation

After recording, return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, Arizona 85374-7470

With a copy to:
Jeffrey M. Blilie
Beus Gilbert McGroder PLLC
701 N. 44th Street
Phoenix, Arizona 85008

**FIRST AMENDMENT TO THE RANCHO MERCADO SUPPLEMENTAL
DEVELOPMENT AGREEMENT
(Regional Improvements Overlay Agreement)**

THIS FIRST AMENDMENT TO THE RANCHO MERCADO SUPPLEMENTAL DEVELOPMENT AGREEMENT (“**First Amendment**”) is entered into by and between the City of Surprise, an Arizona municipal corporation (“**City**”) and William Lyon Homes, Inc., a California corporation (“**WLH**”), as of the date the last party signs and dates this First Amendment.

RECITALS:

A. WLH and City are both parties to the Rancho Mercado Supplemental Development Agreement, recorded in the Maricopa County Recorder’s Office on July 19, 2017, as No. 2017-0526362 (“**Overlay Agreement**”).

B. The purpose of this First Amendment is to (i) remove the interest factor for purposes of calculating the Regional Improvements Buy-in Fees, (ii) remove WLH’s obligation to design and construct the intersection improvements at 163rd Avenue and Happy Valley Road, and (iii) refine and update certain Exhibits to the Overlay Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this First Amendment, the City and WLH state, confirm and agree as follows:

1. Amendment to Paragraph 7.3. Paragraph 7.3 is revised to state as follows:

7.3 Buy-In Fee. Any person developing property within the HVE Buy-in Fee Area shall be required to pay a buy-in fee for its proportionate share of the Happy Valley Road East Improvements (“**HVE Buy-in Fee**”). The HVE Buy-in Fee shall be assessed on a per gross acre basis measured to the adjacent roadway/right-of-way centerline. The HVE Buy-in Fee shall be calculated using the spreadsheet attached hereto as Exhibit F-3. The initial HVE Buy-in Fee is based upon the estimated budget for the Happy Valley Road

East Improvements and is subject to change upon completion of the Happy Valley Road East Improvements and the determination of the actual Design and Construction Costs for the Happy Valley Road East Improvements. Nevertheless, the cost of right-of-way acquisition for Happy Valley East Improvements shall not exceed forty-five thousand dollars (\$45,000.00) per acre and no construction management fee shall be applicable.

2. Amendment to Paragraph 8. Paragraph 8 is revised to state as follows:

8. City Duties and Obligations. The City shall be responsible for the following duties and obligations, to the extent permitted by law.

- a. Notifying WLH when an application is received by the City within the Benefited Area for annexation, zoning, platting, site planning or a building permit, until such time the project application has been stipulated with the obligation to show evidence of payment of all applicable Regional Improvements Buy-in Fees (defined in Paragraph 9.1). The notification shall include the name, address, phone number and email address of the applicant, as well as a general description of the property to be annexed or rezoned, including but not limited to its location and size.
- b. Including as a condition of approval for any annexation or zoning application within the Benefited Area a stipulation that requires the applicant to show evidence of payment of all applicable Regional Improvements Buy-in Fees prior to recordation by the City of any final plat, or approval by the City of any site plan, or building permit. The following is a sample stipulation: “Prior to the City recording a final plat, or approving either a site plan or building permit within the property, applicant shall provide the City with a Notice of Payment from WLH that the HVE Buy-in Fee and the Water Buy-in Fee, all as described in the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement), have been paid.”
- c. Requiring a Notice of Payment, a sample of which is attached hereto as Exhibit G, of all applicable Regional Improvements Buy-in Fees by any person developing property in the Benefited Area (“**Benefited Owner**”) prior to recording such Benefited Owner’s final plat, or approving such Benefited Owner’s site plan or building permit.
- d. Reviewing and approving the Design and Construction Costs for each Regional Improvement. The City shall have thirty (30) days to review and approve the Design and Construction Costs for each Regional Improvement. Failure by the City to approve or provide WLH with any written feedback on the Design and Construction Costs for a Regional Improvement within the thirty (30) day period shall be deemed the City’s approval of such Design and Construction Costs. If the City has an issue or concern with the Design and Construction Costs, the City shall immediately notify WLH, and the City and WLH agree to work in good faith to resolve the issue or concern. If the issue or concern cannot

in good faith be resolved by the City and WLH, then the unresolved issue or concern shall be submitted to a qualified engineer for a final determination. Any costs associated with employing a qualified engineer to make a final determination shall be borne equally by the City and WLH.

- e. Requiring any person developing property in the Water Buy-in Fee Area and needing to develop a well to utilize either Well Site A3 or Well Site F2, i.e. the City shall not allow any person to develop an alternate well site within the Water Buy-in Fee Area if either Well Site A3 or Well Site F2 is still available.

3. Amendment to Paragraph 9.1. Paragraph 9.1 is revised to state as follows:

9.1 Regional Improvements Buy-in Fees. The Water Buy-in Fee, the Well Site Buy-in Fee, the Sewer Buy-in Fee, the HVW Buy-in Fee and the HVE Buy-in Fee shall be referred to herein individually as a “**Regional Improvement Buy-in Fee**” and collectively as the “**Regional Improvements Buy-in Fees.**”

4. Removal of Paragraph 9.1.1. Paragraph 9.1.1 is removed from the Overlay Agreement.

5. Amendment to Paragraph 9.2. Paragraph 9.2 is revised to state as follows:

9.2 Calculating the Buy-in Fees. WLH shall calculate the Regional Improvements Buy-in Fees using the spreadsheets attached hereto as Exhibits B-3, C-3, D-3, E-3 and F-3. These exhibits reflect a static picture of each spreadsheet, and each spreadsheet includes a series of formulas for accurately and equitably calculating each Regional Improvement Buy-in Fee. Prior to executing this Overlay Agreement, the City reviewed and approved the methodology and formulas used in each spreadsheet and confirmed that each spreadsheet accurately and equitably calculates the Regional Improvements Buy-in Fees.

6. Amendment to Paragraph 9.4.1.b. Paragraph 9.4.1.b is revised to state as follows:

b. Underpayment. In the event a Benefited Owner paid a Regional Improvement Buy-in Fee less than what the Regional Improvement Buy-in Fee should have been when based on the actual Design and Construction Costs, then WLH shall calculate the amount of the underpayment and promptly notify both the Benefited Owner and the City of the balance due. The City agrees to treat the balance due just as it would any unpaid Regional Improvement Buy-in Fee and to require Notice of Payment by the Benefited Owner prior to approving any pending or subsequent final plat, site plan, or building permit submitted by such Benefited Owner. In the event that the Benefited Owner has already completed full buildout of the property, the balance due shall be waived and payment shall not be required.

7. Amendment to Paragraph 28. Paragraph 28 is revised to make the following revisions to the Exhibits.

The following Exhibits shall be replaced.

- Exhibit A shall be replaced with the attached Exhibit A.
- Exhibit B-2 shall be replaced with the attached Exhibit B-2
- Exhibit C-2 shall be replaced with the attached Exhibit C-2
- Exhibit D-2 shall be replaced with the attached Exhibits D-2.0 to D-2.6
- Exhibit E-2 shall be replaced with the attached Exhibit E-2
- Exhibit F-2 shall be replaced with the attached Exhibit F-2

The inclusion of interest being added to the Regional Improvements Buy-in Fees shall be removed from Exhibits B-3, C-3, D-3, E-3 and F-3.

Exhibit E-1, Budget – Happy Valley Road – 163rd Intersection shall be removed from the Overlay Agreement.

8. Amendment to Paragraph 30. Paragraph 30 is revised to state as follows:

30. Conflicts with the Development Agreement. Except as otherwise superseded by similar provisions within this Overlay Agreement, all of the terms and provisions of the Development Agreement shall remain in full force and effect. As to WLH only, in the event of any conflict between this Overlay Agreement and the Development Agreement, the provisions of this Overlay Agreement shall control.

9. Insert new Paragraph 31. New Paragraph 31 (Indemnification and Defense of the City by WLH) is inserted to state as follows:

31. Indemnification and Defense of the City by WLH. To the fullest extent permitted by law, WLH shall indemnify, defend (with counsel acceptable to the City), protect, and hold harmless the City, and its elected officials, appointed officials, employees and agents for, from, and against any and all liability, loss, damage, expense, and legal fees or costs, arising from or related to any claim or action, including but not limited to, claims or actions for takings or constitutionally impermissible exactions, brought by any person or entity in connection with the parties' performance of the duties imposed and the rights granted by this Overlay Agreement and its amendments. The scope of this duty to indemnify, defend, protect, and hold harmless shall include, but not be limited to, any claim or cause of action that may be asserted by any original party or successor party to the Development Agreement, Benefited Owner, or property owner within the Benefited Area. Additionally, WLH shall defend the validity of this Overlay Agreement and its amendments in the event of any proceeding or litigation arising from its terms or implementation that names the City as a party and which challenges the validity of the Overlay Agreement or the authority of the City to enter into or perform any of its obligations under this Overlay Agreement and its amendment. WLH's obligations and liabilities under this Section 31 shall survive the termination of this Overlay Agreement.

10. Insert new Paragraph 32. New Paragraph 32 (Takings/Exactions) is inserted to state as follows:

32. Takings/Exactions. Nothing in this Overlay Agreement or its amendments shall require the City to effect a taking, administrative or otherwise, or constitutionally impermissible exaction. To the extent that any provision of this Overlay Agreement or its amendments is held to be a taking, a constitutionally impermissible exaction, or otherwise unlawful by a court of competent jurisdiction, that provision shall be void and the City shall be released from performance of any obligation under that provision.

11. Except as otherwise amended hereby, all terms and provisions of the Overlay Agreement shall remain in full force and effect. In the event of any conflict between this First Amendment and the Overlay Agreement, the provisions of this First Amendment shall control. City acknowledges and agrees that WLH and its successors and permitted assignees shall have a right to rely, and will be relying, on the terms, provisions, and conditions of this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date(s) written below.

CITY:
CITY OF SURPRISE, an Arizona municipal corporation

By: _____
Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

APPROVED AS TO FORM:

Robert Wingo, City Attorney

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2020, before me personally appeared Skip Hall, the Mayor of the City of Surprise, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

WLH:
WILLIAM LYON HOMES, INC., a California corporation

By: _____
Name: _____
Title: _____

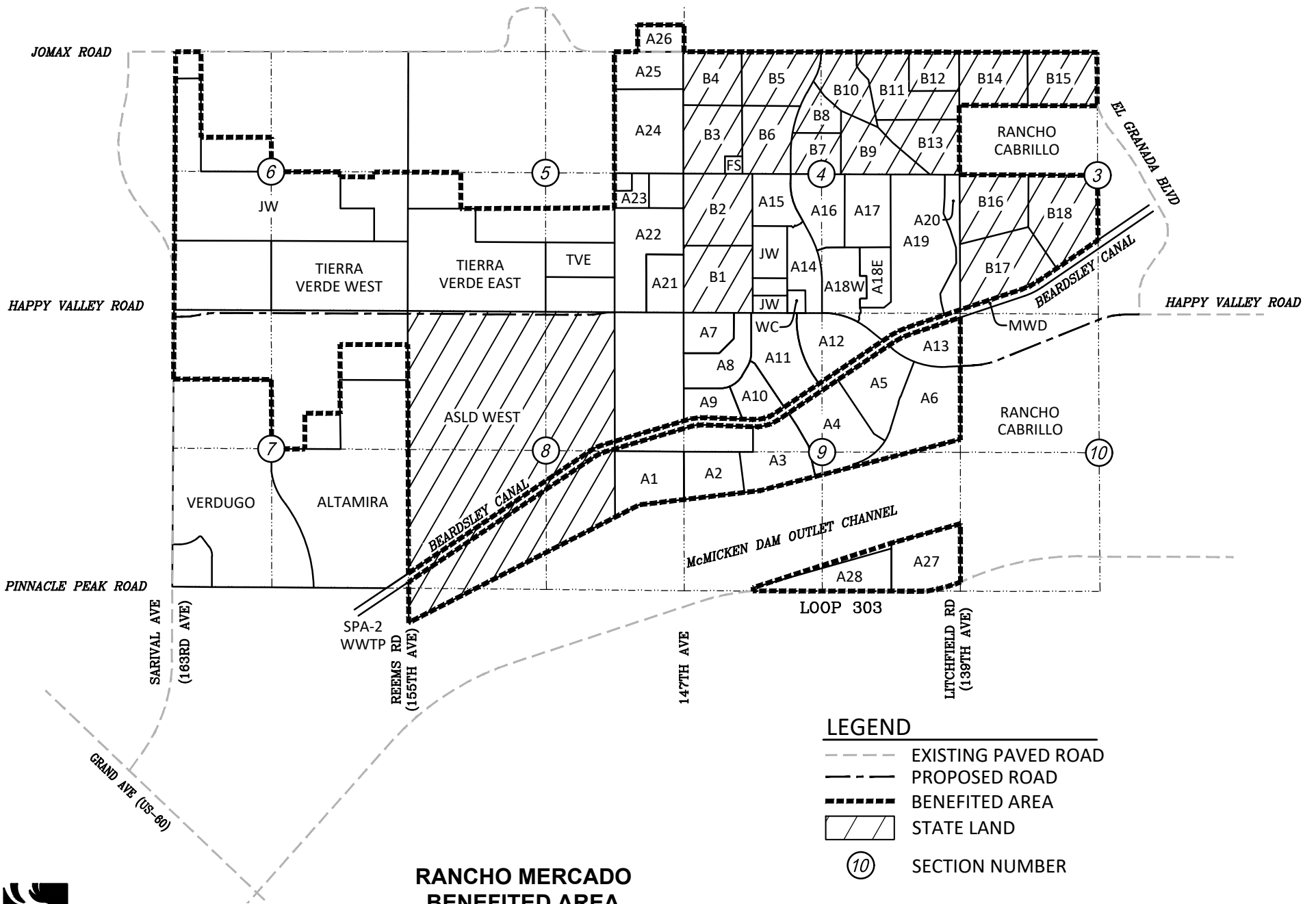
STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2020, before me personally appeared _____, _____ of William Lyon Homes, Inc., a California corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

EXHIBIT A
Benefited Area



**RANCHO MERCADO
BENEFITED AREA
EXHIBIT A**

SEPTEMBER 8, 2020

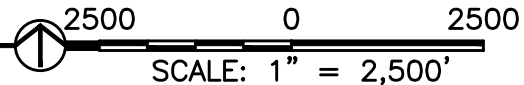


EXHIBIT B-2

Depiction of Water Buy-in Fee Area

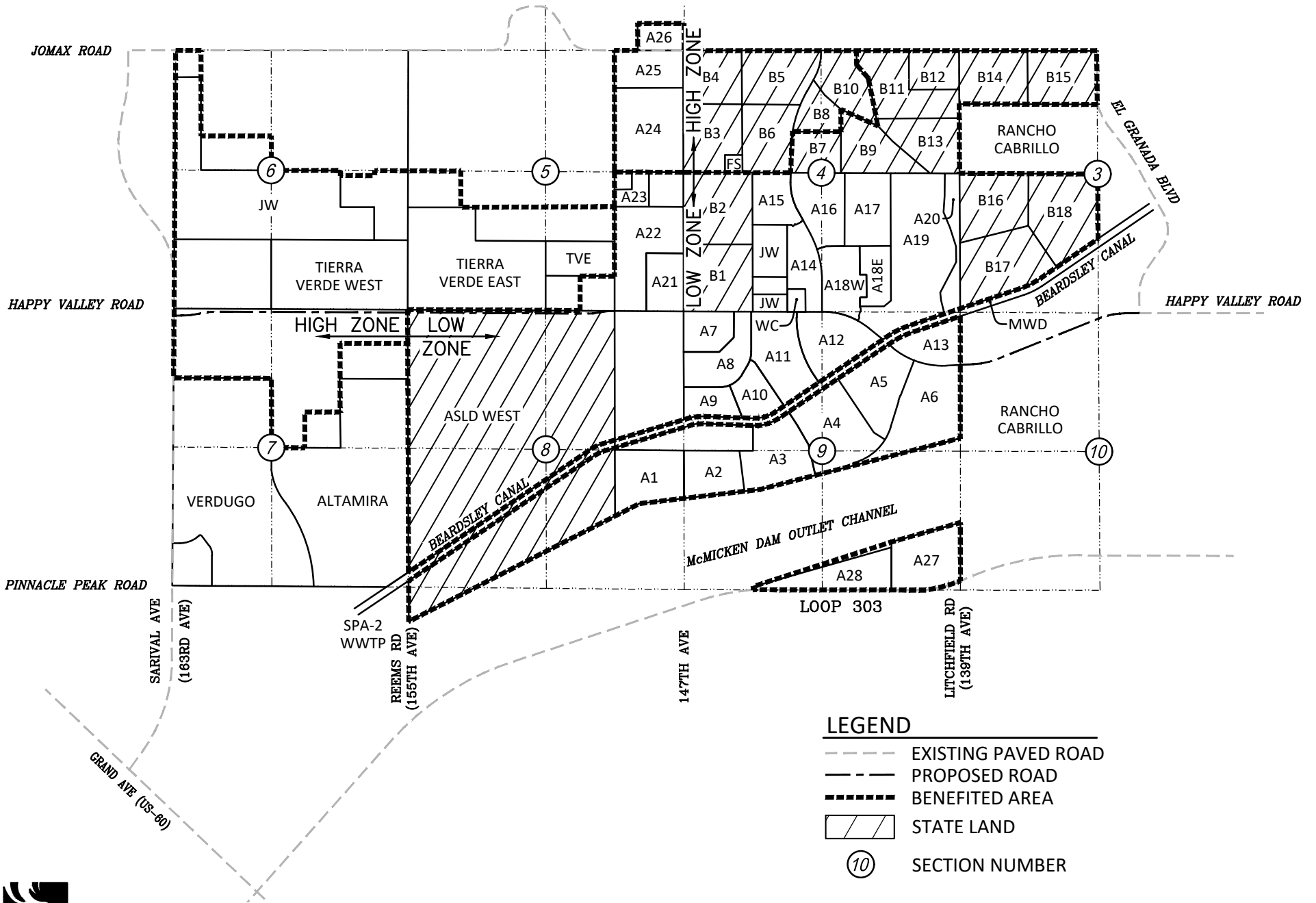
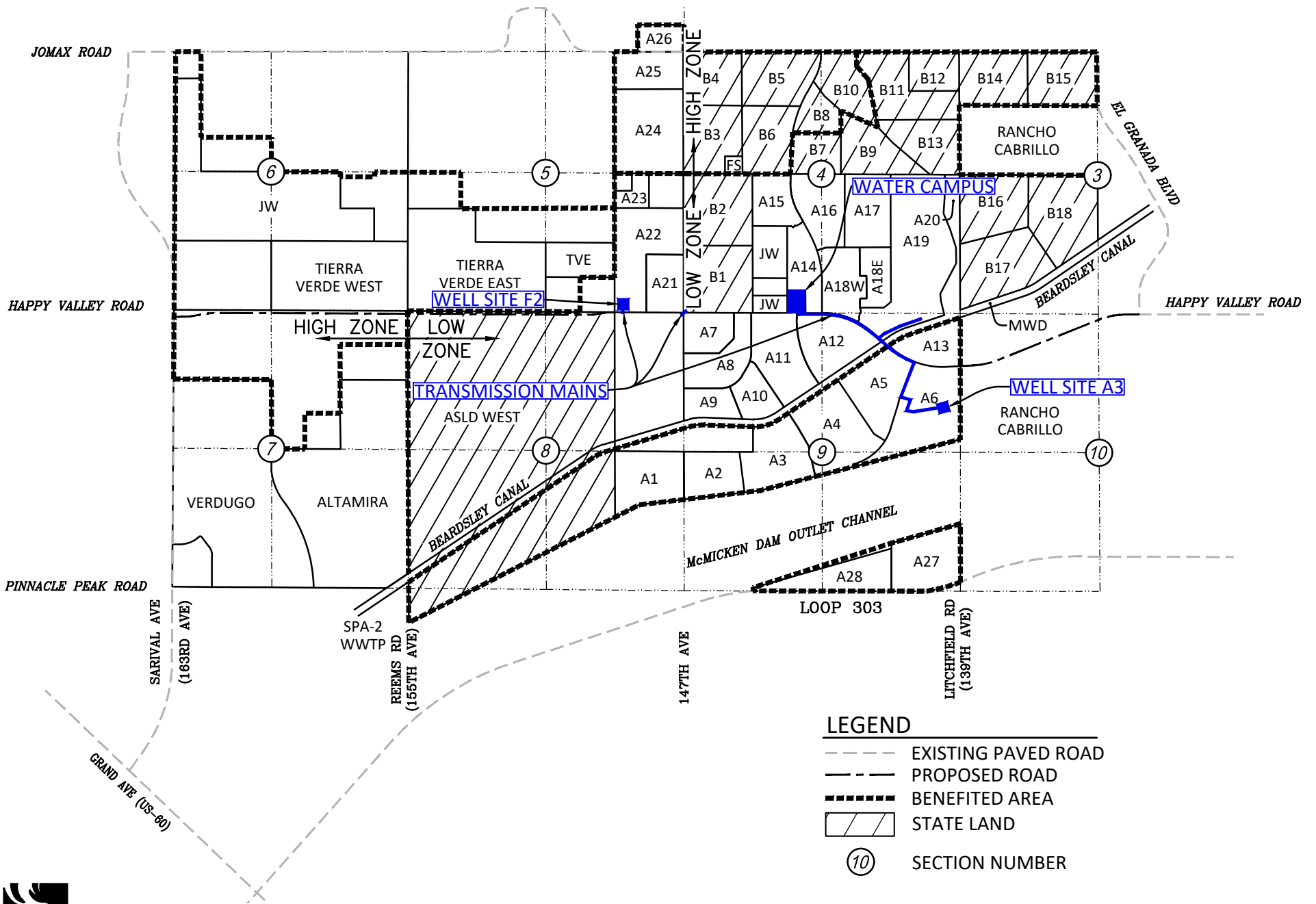


EXHIBIT C-2

Depiction of Well Site A3 and Well Site F2



William Lyon Homes

RANCHO MERCADO WELL SITE EXHIBIT C-2

SEPTEMBER 8, 2020



2500

0

2500

SCALE: 1" = 2,500'

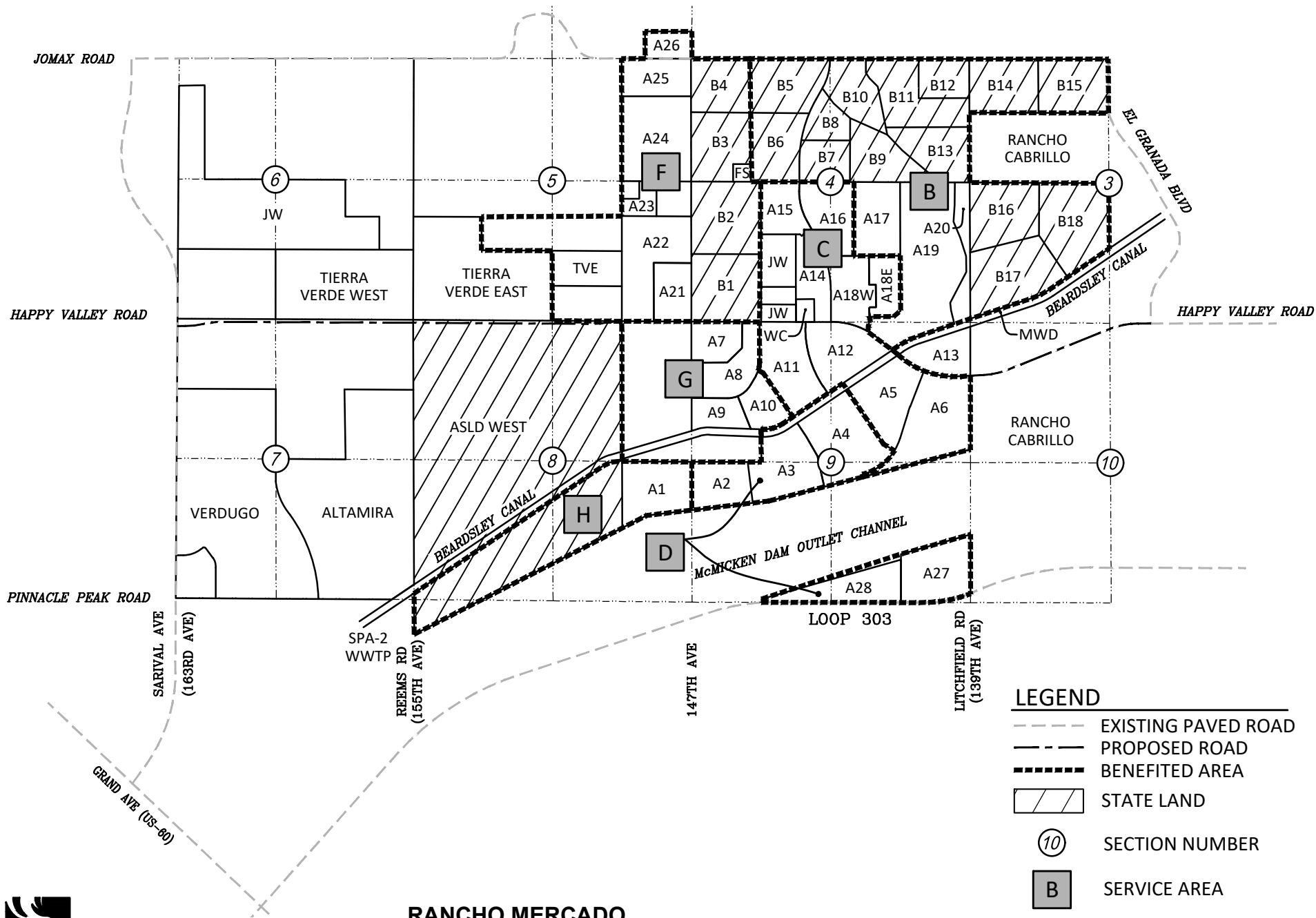


ATWELL

EXHIBITS D-2.0 to D-2.6

Depiction of the Sewer Buy-in Fee Area

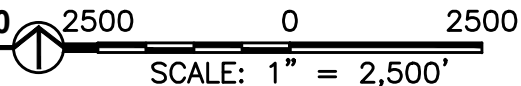
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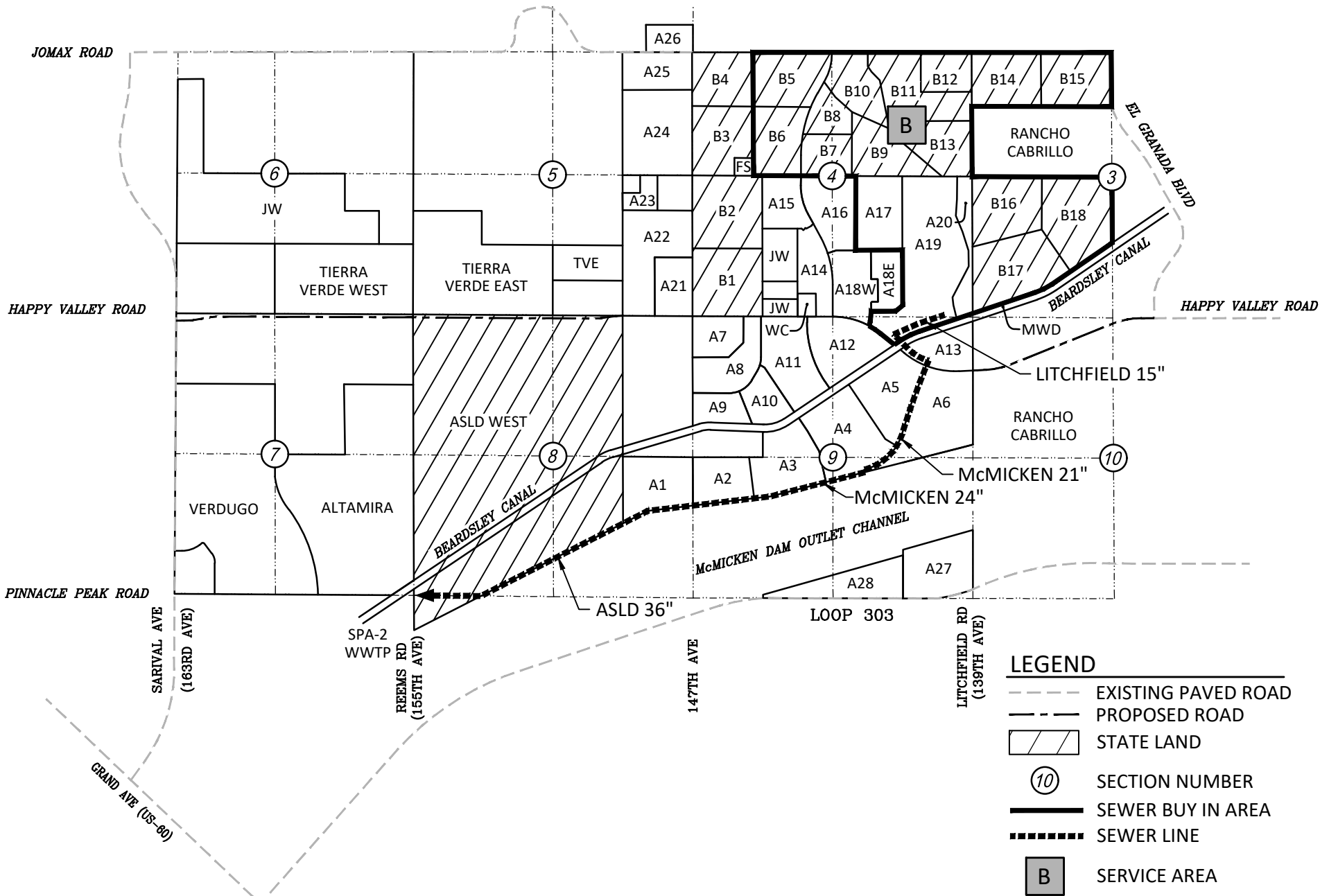


William Lyon Homes

RANCHO MERCADO **OVERALL SEWER BUY-IN AREAS EXHIBIT D-2.0**

SEPTEMBER 8, 2020

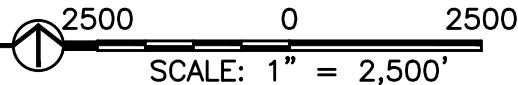


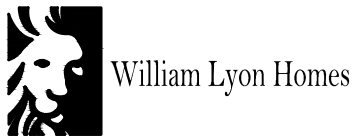
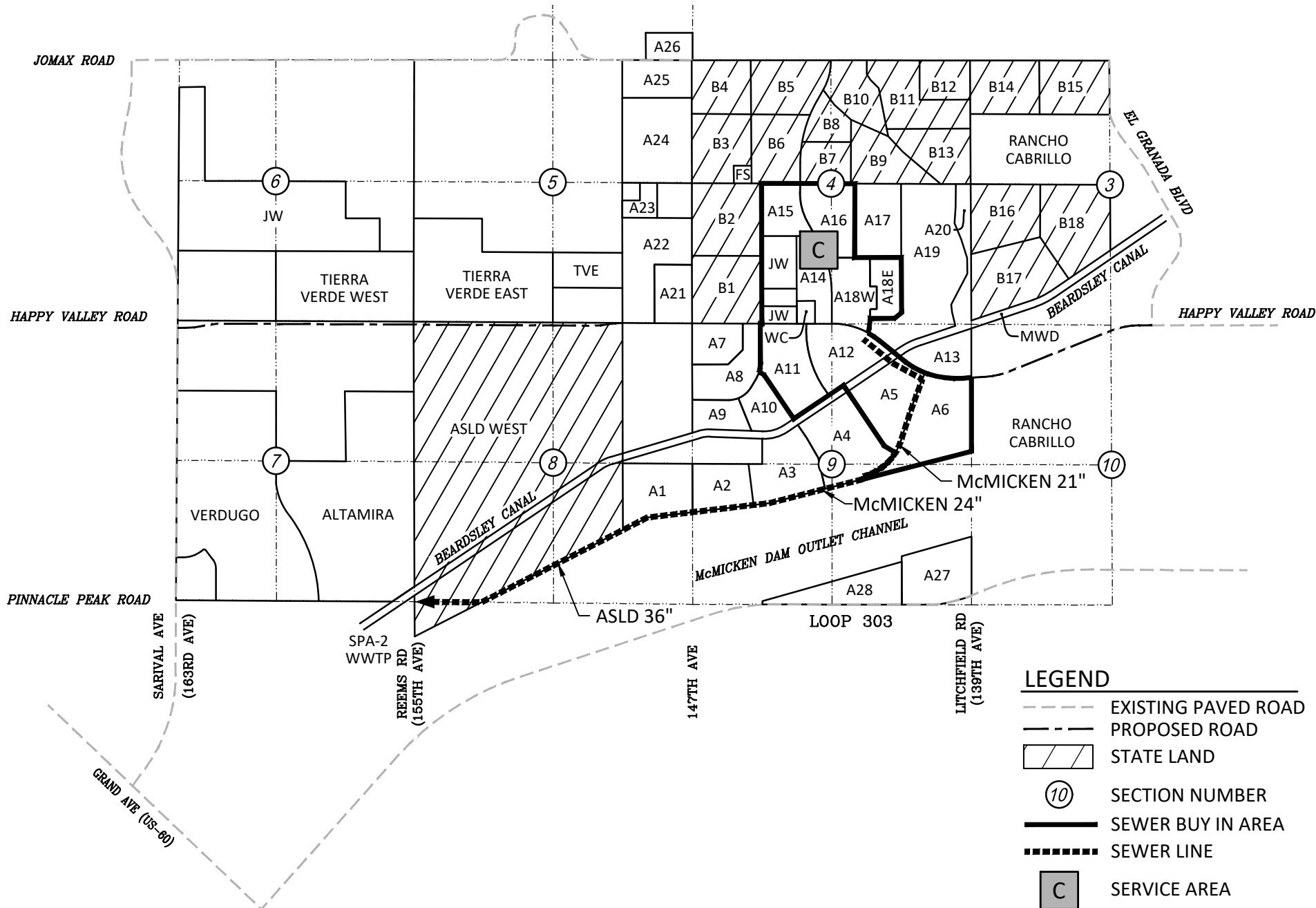


William Lyon Homes

RANCHO MERCADO SEWER SERVICE AREA B EXHIBIT D-2.1

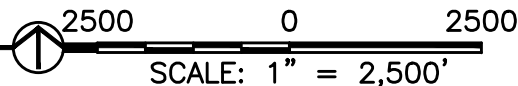
SEPTEMBER 8, 2020

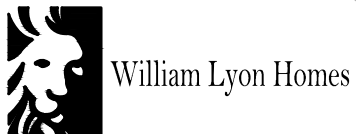
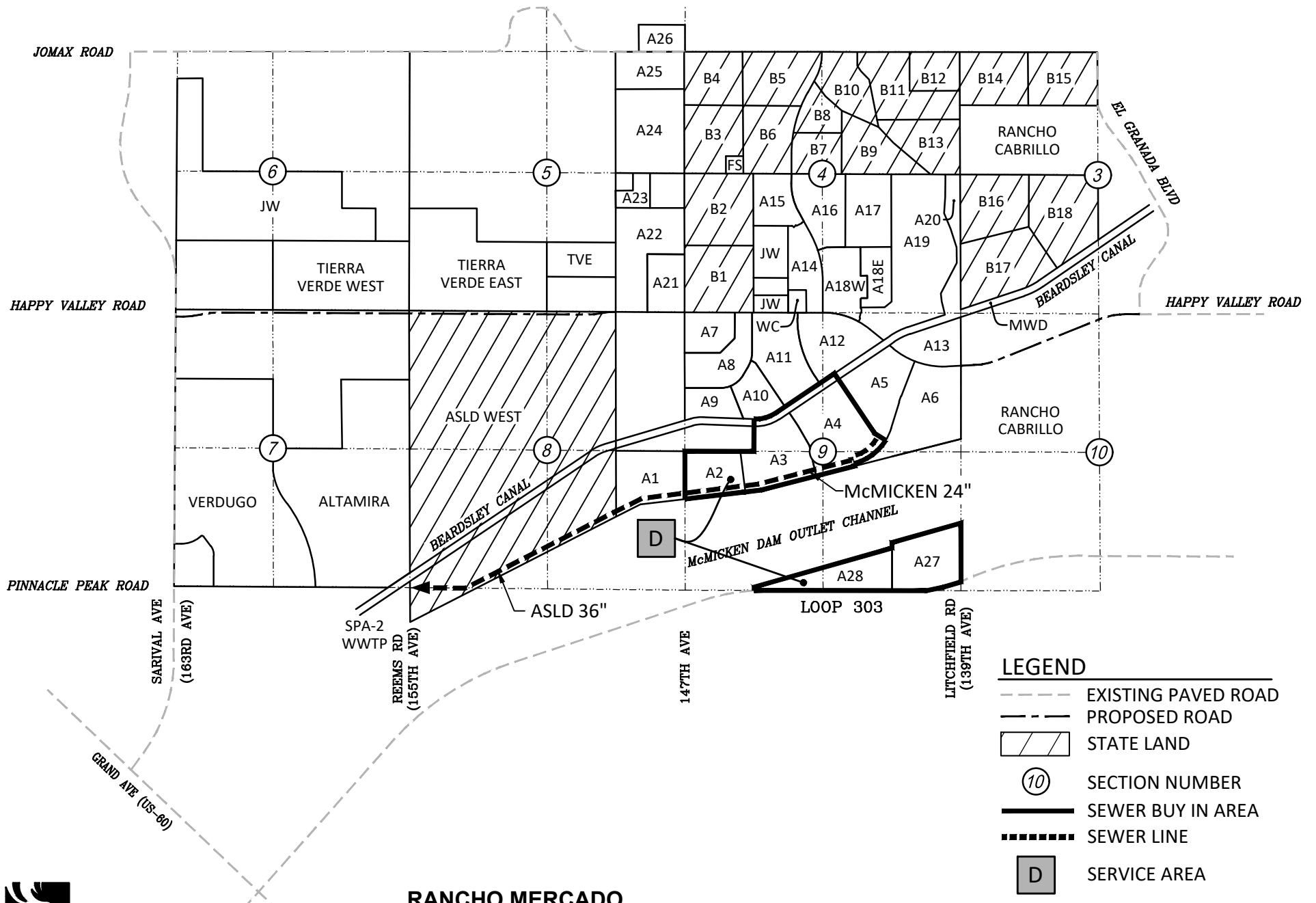




**RANCHO MERCADO
SEWER SERVICE AREA C EXHIBIT D-2.2**

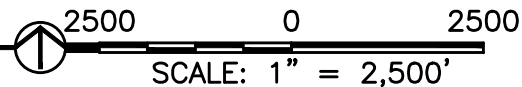
SEPTEMBER 8, 2020

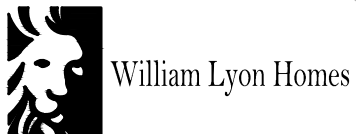
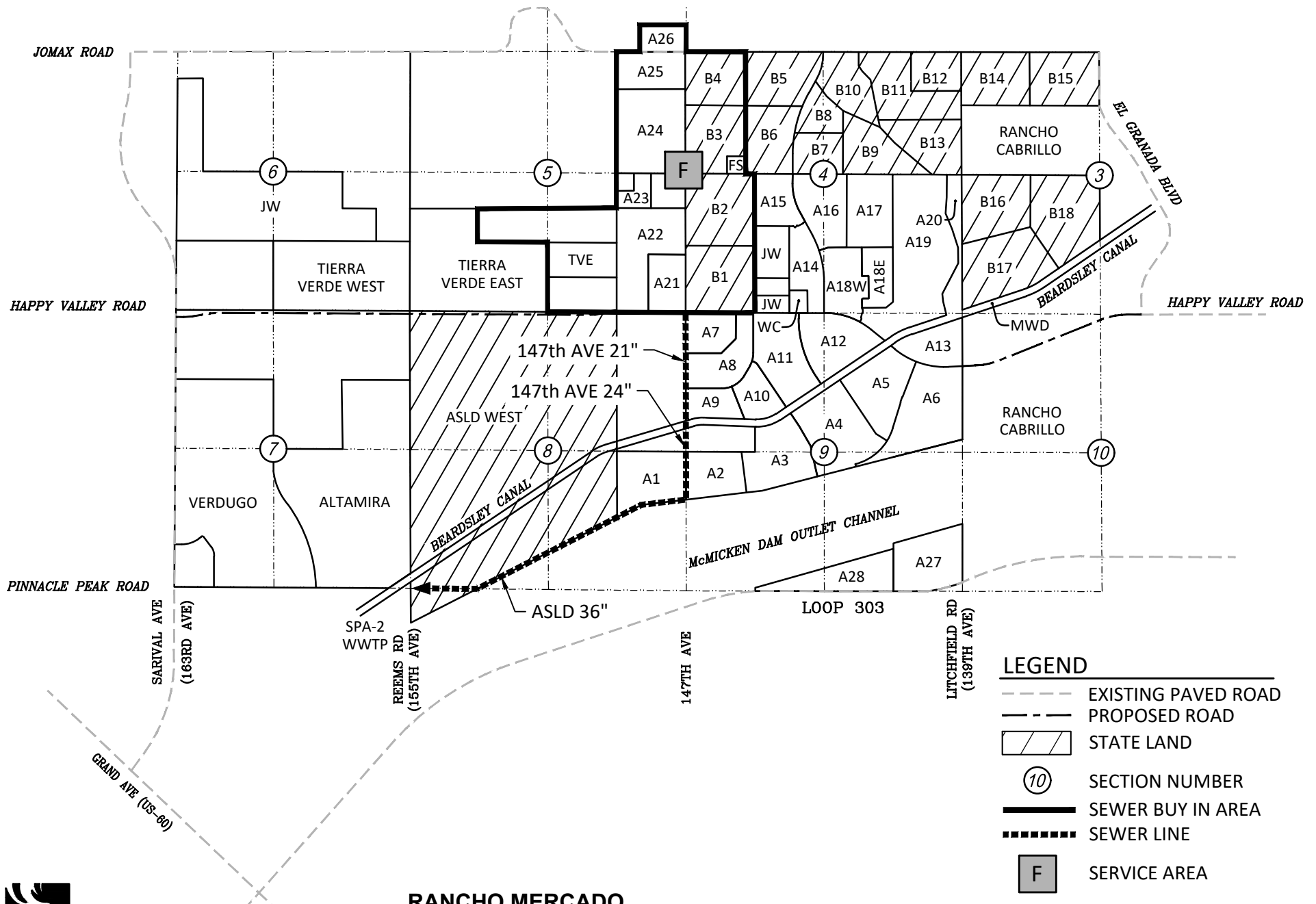




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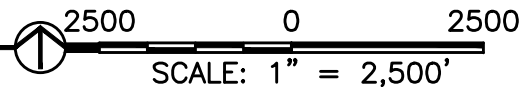
SEPTEMBER 8, 2020

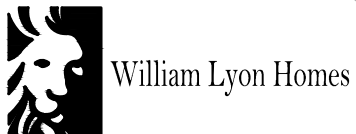
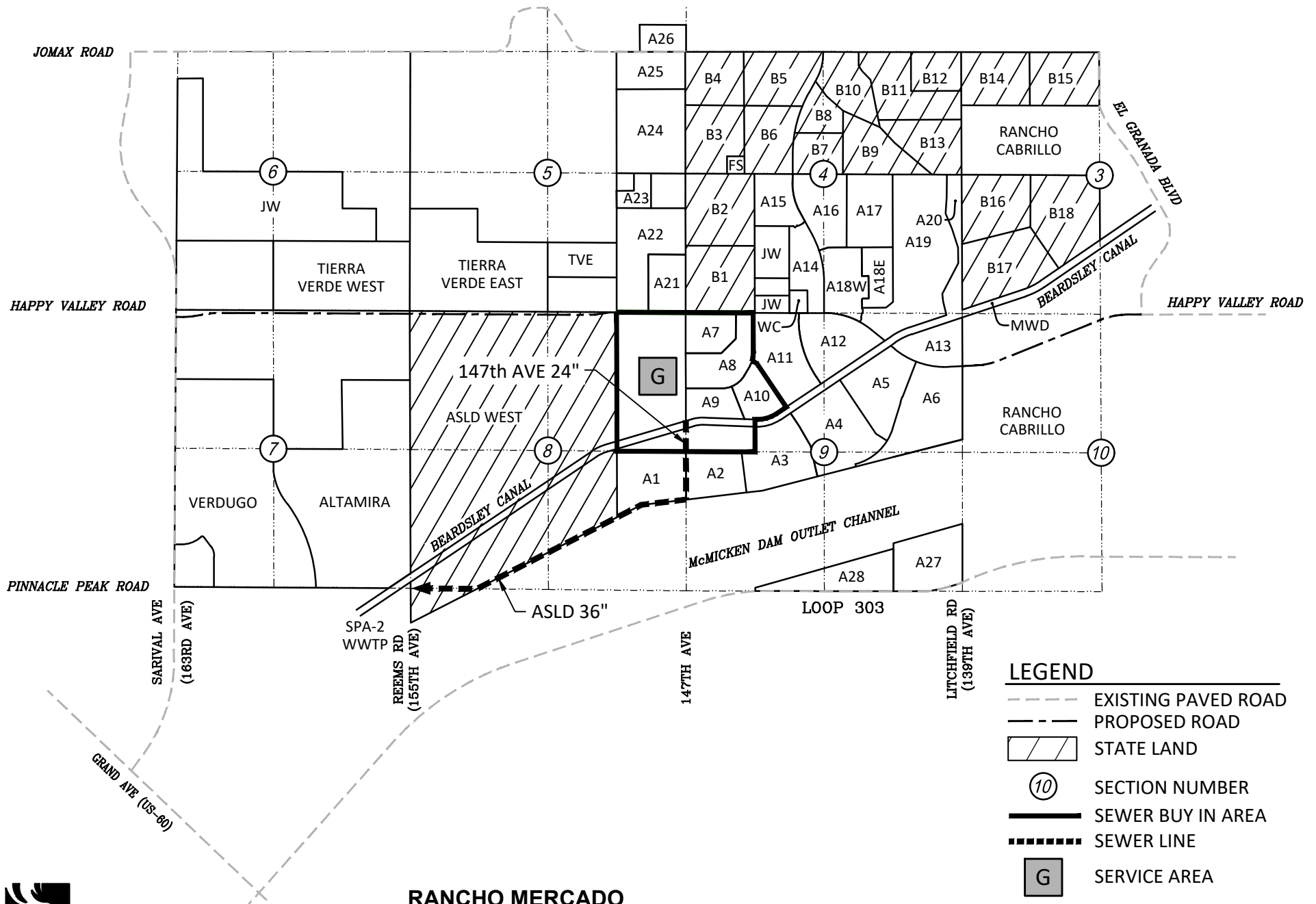




**RANCHO MERCADO
SEWER SERVICE AREA F EXHIBIT D-2.4**

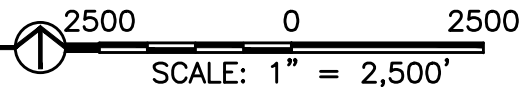
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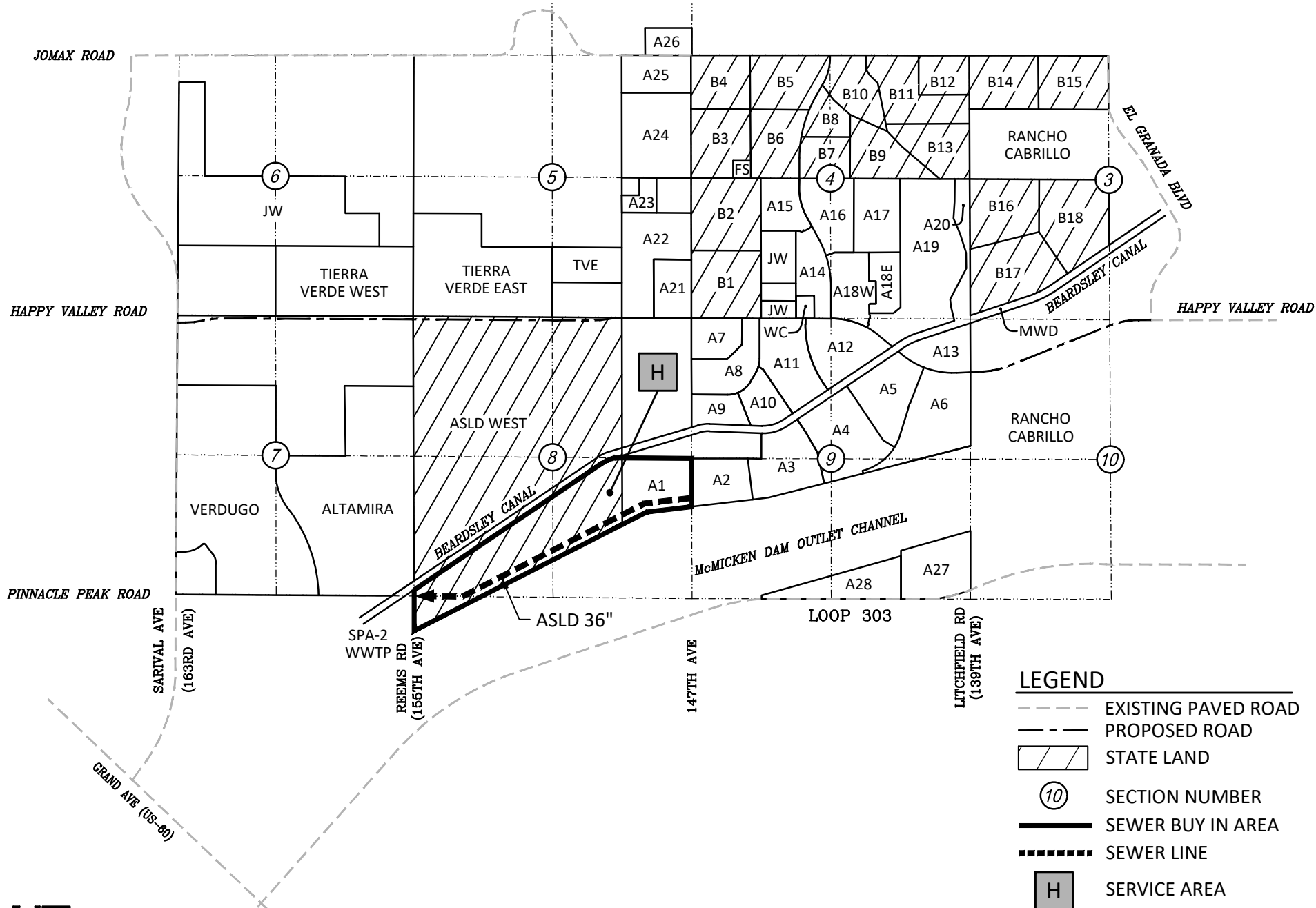




**RANCHO MERCADO
SEWER SERVICE AREA G EXHIBIT D-2.5**

SEPTEMBER 8, 2020





William Lyon Homes

RANCHO MERCADO SEWER SERVICE AREA H EXHIBIT D-2.6

SEPTEMBER 8, 2020

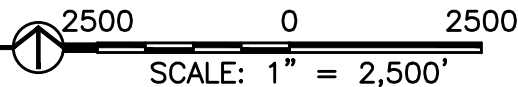
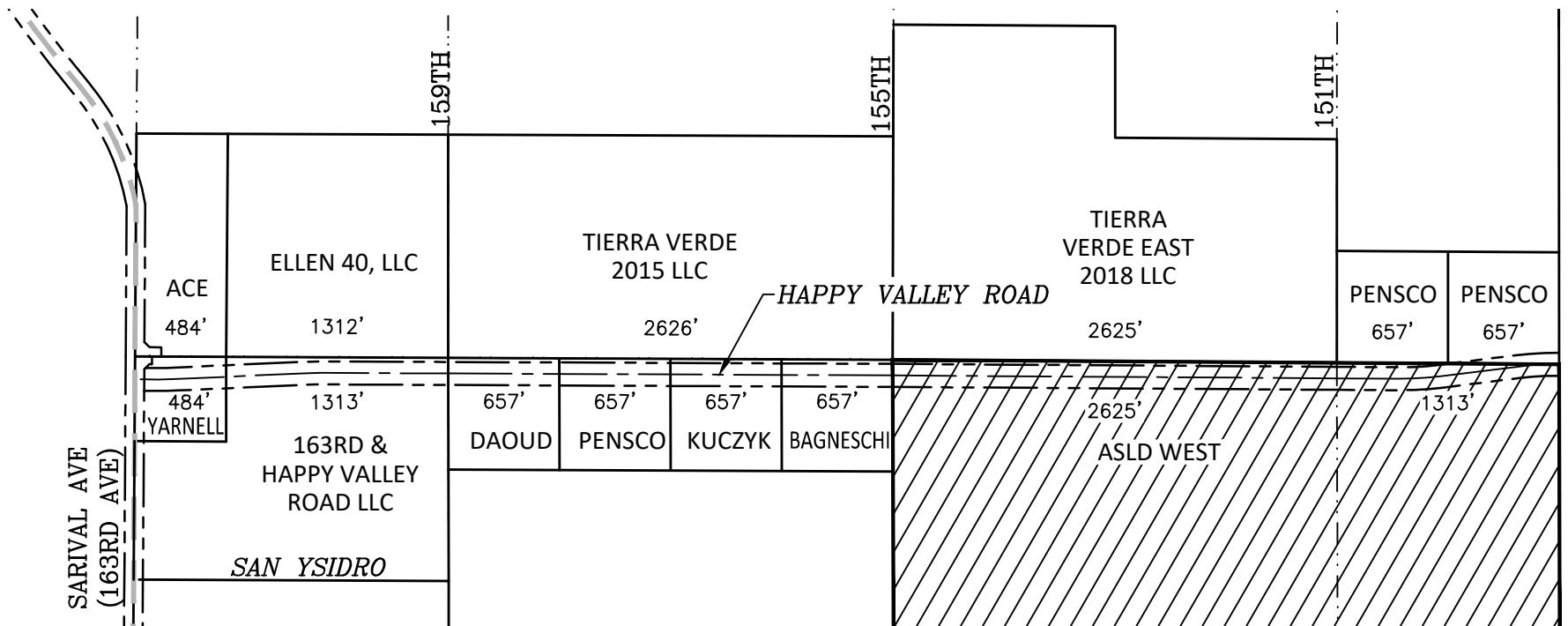


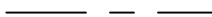
EXHIBIT E-2

Depiction of the HVW Buy-in Fee Area

[see following page]

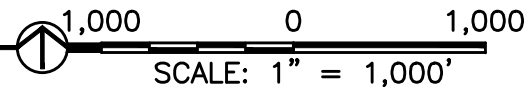


LEGEND

-  EXISTING PAVED ROAD
-  PROPOSED ROAD
-  STATE LAND

RANCHO MERCADO HAPPY VALLEY ROAD WEST (HVW) EXHIBIT E-2

SEPTEMBER 8, 2020

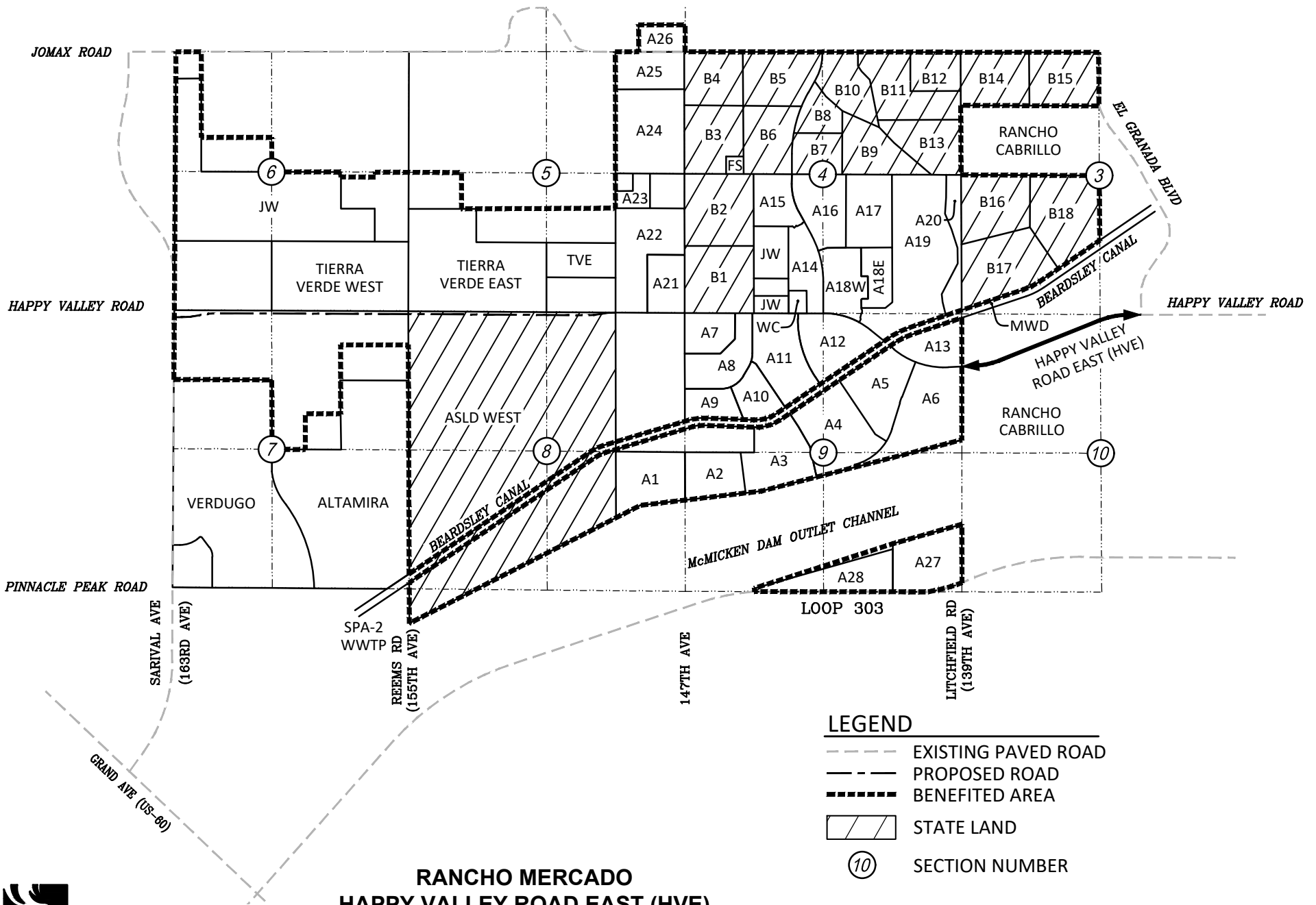


William Lyon Homes

EXHIBIT F-2

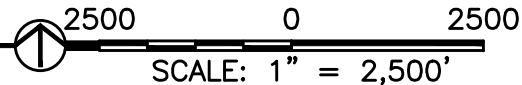
Depiction of the HVE Buy-in Fee Area

[see following page]



**RANCHO MERCADO
HAPPY VALLEY ROAD EAST (HVE)
EXHIBIT F-2**

SEPTEMBER 8, 2020



RESOLUTION # 2020-117

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE RANCHO MERCADO SUPPLEMENTAL DEVELOPMENT AGREEMENT (Regional Improvements Overlay Agreement) WITH WILLIAM LYON HOMES, INC.

WHEREAS, the City and William Lyon Homes, Inc., a California corporation (“**WLH**”), entered into the Rancho Mercado Supplemental Development Agreement, recorded in the Official Records of Maricopa County, Arizona, on July 19, 2017, as Document No. 2017-0526362 (“**2017 Supp DA**”); and

WHEREAS, the purpose of the 2017 Supp DA was to supersede certain provisions in the Rancho Mercado Pre-Annexation Development Agreement, recorded in the Official Records of Maricopa County, Arizona, on July 12, 2007, as Document No. 2007-0794202 (“**2007 DA**”), that required WLH to design and construct various regional infrastructure improvements (roads, water, and sewer) to facilitate the development of the Rancho Mercado project, as well as the reimbursement mechanisms for those improvements; and

WHEREAS, due to further changes to the scope of the regional improvements required to facilitate the development of the Rancho Mercado project and other properties located within the City of Surprise Special Planning Area 2 (“**SPA 2**”) that have become apparent since the execution of the 2017 Supp DA, the City and WLH have determined that revisions to the Supp DA are necessary and have agreed to enter into an amendment to the Supp DA; and

WHEREAS, the purpose of the First Amendment to the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement) (“**First Amendment**”) is to make several changes to the 2017 Supp DA that include, but are not limited to: (1) removing the interest factor for purposes of calculating the Regional Improvement Buy-In Fees; (2) removing WLH’s obligation to design and construct the intersection improvements at 163rd Avenue and Happy Valley Road; and (3) refining and updating certain Exhibits to the Supp DA; and

WHEREAS, the City of Surprise City Council finds that the Regional Improvements required to be constructed by WLH pursuant to the terms of the 2007 DA and the 2017 Supp DA substantially advance and are necessary for the development of increased residential density and commercial development within SPA 2 and the defined Benefited Area; and that the contribution by the various properties within the Benefited Area to the direct costs of the Regional Improvements is roughly proportional to the impact this future development will have upon public infrastructure needs within SPA 2 and the Benefited Area; and

WHEREAS, the City and WLH desire to enter into the First Amendment to the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement) attached hereto as Exhibit “A”.

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

Section 1. The City of Surprise Mayor and City Council approves the First Amendment to the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement) attached as Exhibit "A".

Section 2. The Mayor is hereby authorized to execute the First Amendment on behalf of the City of Surprise, and the Mayor, City Manager, and City Attorney are hereby authorized to take all other actions necessary to implement the Agreement.

Section 3. The First Amendment shall become effective at the time and in the manner provided by law.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

After recording, return to:
City Clerk
City of Surprise, Arizona
12425 W. Bell Road
Suite D-100
Surprise, AZ 85374

DevAgrRanchoMerc-65-1-1--
morenoa

With a copy to:
Jeffrey M. Blilie
Beus Gilbert PLLC
701 N. 44th Street
Phoenix, AZ 85008

RANCHO MERCADO SUPPLEMENTAL DEVELOPMENT AGREEMENT
(Regional Improvements Overlay Agreement)

THIS RANCHO MERCADO SUPPLEMENT DEVELOPMENT AGREEMENT (“**Overlay Agreement**”) is entered into by and between the City of Surprise, an Arizona municipal corporation (“**City**”) and William Lyon Homes, Inc., a California corporation (“**WLH**”), as of the date the last party signs and dates this Overlay Agreement.

RECITALS:

A. WLH and City are both parties to the Rancho Mercado Pre-Annexation Development Agreement, recorded in the Maricopa County Recorder’s Office on July 12, 2007, as No. 2007-0794202 (“**Development Agreement**”).

B. The Development Agreement addresses, among other things, the design and construction of various regional improvements necessary to facilitate the development of the Rancho Mercado project, as well as the reimbursement mechanisms for these regional improvements.

C. During the time that has elapsed since the execution of the Development Agreement some of the regional improvements needed to facilitate the development of the Rancho Mercado project have changed, and certain methods of reimbursement need to be revised.

D. The purpose of this Overlay Agreement is to supplement the Development Agreement and to supersede those provisions within the Development Agreement dealing with the Regional Improvements (defined in Paragraph 1).

E. Because WLH will be the party responsible for designing, constructing and installing the Regional Improvements, only the City and WLH are parties to this Overlay Agreement.

F. Both WLH and the City recognize that the following parties: Brent V. Collins,

Estrella Freeway/Lake Pleasant Limited Partnership, Rancho Mercado Investment Limited Partnership, Sunbelt Land Investment Limited Partnership, Bob Johnson Estate and Jeffrey McGuire (herein referred to collectively as the “**Participating Owners**”) were also parties to the Development Agreement and that there were certain provisions within the Development Agreement addressing some of the Regional Improvements and reimbursement mechanisms; therefore, for purposes of such Regional Improvements and reimbursement mechanisms the applicable terms within the Development Agreement will be restated and remain in effect until the expiration of the Development Agreement with respect to the Participating Owners.

G. The Arizona State Land Department is also a party to the Development Agreement; however, Paragraph 6.1 of the Development Agreement states that the obligations and provisions within the Development Agreement are not applicable to the Arizona State Land Department and therefore, the Arizona State Land Department shall not be included as one of the Participating Owners.

H. A depiction and legal description of the entire area benefited by some or all of the Regional Improvements is attached hereto as Exhibit A (“**Benefited Area**”).

I. The City and WLH desire to enter into this Overlay Agreement for the purpose of outlining and setting forth certain obligations and commitments relative to the Regional Improvements, intending this document to be a “Development Agreement” within the meaning of ARS § 9-500.05.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this Overlay Agreement, the City and WLH state, confirm and agree as follows:

1. **Regional Improvements.** WLH shall be responsible for designing, constructing and installing the following regional improvements (referred to herein individually as a “**Regional Improvement**” and collectively as the “**Regional Improvements**”).

- a. Water System Improvements: including but not limited to the water campus, water storage tank, arsenic treatment, wells, well transmission lines, booster pumps and the main water distribution lines.
- b. Well Site Improvements: includes well site A3 (“**Well Site A3**”) and well site F2 (“**Well Site F2**”), together with the associated well transmission lines for each of the well sites.
- c. Sewer System Improvements: including but not limited to the main sewer trunk lines.
- d. Happy Valley Road West Improvements: including but not limited to the right-of-way acquisition for Happy Valley Road from 163rd Avenue to 149th Avenue, the intersection improvements to 163rd Avenue the street improvements to

Happy Valley Road from 163rd Avenue to 149th Avenue and the drainage facilities within the street improvements.

- e. Happy Valley Road East Improvements: including but not limited to the right of way acquisition for Happy Valley Road from the Litchfield Road alignment to Granada Blvd., street improvements for Happy Valley Road from the Litchfield Road alignment to Granada Blvd. and the bridge/drainage facilities within the street improvements.

2. **Design and Construction Costs**. The term “**Design and Construction Costs**” shall mean the costs of labor, materials and supplies, architectural, engineering, design and consultant fees and costs, blue printing services, construction, drilling, construction staking, demolition, soil amendments or compaction, right-of-way acquisition costs (including costs associated with purchasing right-of-way from the Arizona State Land Department), legal and engineering services required to obtain permits, costs of insurance and bonds, warranty costs, any corrections, changes or additions to work required by the City of Surprise or necessitated by site conditions, state, county and City of Surprise sales taxes imposed in connection with the construction, City of Surprise permit, plan review and inspection fees and a construction management fee of three and one half percent (3.5%). WLH may provide the construction management either through “in-house” construction management or by hiring a third party construction manager.

3. **Water System Improvements**

3.1 **Budget**. The estimated budget for the Water System Improvements is attached hereto as Exhibit B-1. The budget has been reviewed and approved by the City and includes a more comprehensive description of the Water System Improvements. The budget may be amended from time to time by WLH, subject to the review and approval of the City (such review and approval not to be unreasonably conditioned, delayed or withheld), and shall thereafter be deemed to have been incorporated into this Overlay Agreement.

3.2 **Benefited Area**. The benefited area for the Water System Improvements is attached hereto as Exhibit B-2 (“**Water Buy-in Fee Area**”). The Water Buy-in Fee Area is broken down into a low pressure zone and a high pressure zone. The City acknowledges that all property within the Water Buy-in Fee Area shall be required to utilize the Water System Improvements to the extent there remains capacity in the Water System Improvements.

3.3 **Buy-In Fee**. Any person developing property within the Water Buy-in Fee Area shall be required to pay a buy-in fee for the portion of the Water System Improvements being used by such person’s development (“**Water Buy-in Fee**”). The Water Buy-in Fee shall be assessed on a million gallons per day (MGD) basis (using average day demand) and each component within the Water System Improvements has varying amounts of available capacity; therefore, the Water Buy-in Fee is further broken down by component. The Water Buy-in Fee shall be calculated using the spreadsheet attached hereto as Exhibit B-3, which takes into account the available capacity of each component within the Water System Improvements. The initial Water Buy-in Fee is based upon the estimated budget for the Water System Improvements and is

subject to change upon completion of the Water System Improvements and the determination of the actual Design and Construction Costs for the Water System Improvements.

3.4 Water Related Development Fees. The Parties acknowledge and agree that the water system development impact fee and the well portion of the water resource development impact fee shall not be collected or assessed within the Rancho Mercado Project or the Water Buy-in Fee Area.

4. Well Site Improvements.

4.1 Budget. The estimated budget for Well Site A3 and Well Site F2 is attached hereto as Exhibit C-1. The budget has been reviewed and approved by the City and includes a more comprehensive description of the Well Site Improvements for each well site. The budget may be amended from time to time by WLH, subject to the review and approval of the City (such review and approval not to be unreasonably conditioned, delayed or withheld), and shall thereafter be deemed to have been incorporated into this Overlay Agreement.

4.2 Benefited Area. Any person developing property in the Water Buy-in Fee Area and needing to develop a well shall be required by the City to utilize either Well Site A3 or Well Site F2. A depiction of Well Site A3 and Well Site F2 is attached hereto as Exhibit C-2.

4.2 Buy-In Fee. The person utilizing either Well Site A3 or Well Site F2 shall be required to pay a buy-in fee for the well site being utilized ("**Well Site Buy-in Fee**"). The Well Site Buy-in Fee shall be assessed on a lump sum basis, with the person utilizing Well Site A3 paying the entire portion of the Well Site Buy-in Fee for Well Site A3, and the person utilizing Well Site F2 paying the entire portion of the Well Site Buy-in fee for Well Site F2. The Well Site Buy-in Fee for each well site shall be calculated using the spreadsheet attached hereto as Exhibit C-3. The initial Well Site Buy-in Fee for each well site is based upon the estimated budget for Well Site A3 and Well Site F2 and is subject to change upon completion of the well transmission lines associated with each well site and the determination of the actual Design and Construction Costs for the Well Site Improvements.

5. Sewer System Improvements.

5.1 Budget. The estimated budget for the Sewer System Improvements is attached hereto as Exhibit D-1. The budget has been reviewed and approved by the City and includes a more comprehensive description of the Sewer System Improvements. The budget may be amended from time to time by WLH, subject to the review and approval of the City (such review and approval not to be unreasonably conditioned, delayed or withheld), and shall thereafter be deemed to have been incorporated into this Overlay Agreement.

5.2 Benefited Area. The benefited area for the Sewer System Improvements is attached hereto as Exhibit D-2 ("**Sewer Buy-in Fee Area**"). The Sewer Buy-in Fee Area is broken down into six (6) service areas.

5.3 Buy-In Fee. Any persons developing property within the Sewer Buy-in Fee

Area shall be required to pay a buy-in fee for its proportionate share of the portion of the Sewer System Improvements being used by such person's development ("**Sewer Buy-in Fee**"). The Sewer Buy-in Fee shall be assessed on a per gross acre basis measured to the adjacent roadway/right-of-way centerline. The Sewer Buy-in Fee shall be calculated using the spreadsheet attached hereto as Exhibit D-3. The initial Sewer Buy-in Fee is based upon the estimated budget for the Sewer System Improvements and is subject to change upon completion of the Sewer System Improvements and the determination of the actual Design and Construction Costs for the Sewer System Improvements.

6. Happy Valley Road West Improvements.

6.1 Budget. The estimated budget for the Happy Valley Road West Improvements is attached hereto as Exhibit E-1. The budget has been reviewed and approved by the City and includes a more comprehensive description of the Happy Valley Road West Improvements. The budget may be amended from time to time by WLH, subject to the review and approval of the City (such review and approval not to be unreasonably conditioned, delayed or withheld), and shall thereafter be deemed to have been incorporated into this Overlay Agreement.

6.2 Benefited Area. The benefited area for the Happy Valley Road West Improvements is attached hereto as Exhibit E-2 ("**HVW Buy-in Fee Area**").

6.3 Buy-In Fee. Any person developing property within the HVW Buy-in Fee Area shall be required to pay a buy-in fee for the portion of the Happy Valley Road West Improvements located adjacent to such person's development ("**HVW Buy-in Fee**"). The HVW Buy-in Fee shall be assessed on a per lineal foot basis. The HVW Buy-in Fee shall be calculated using the spreadsheet attached hereto as Exhibit E-3. The initial HVW Buy-in Fee is based upon the estimated budget for the Happy Valley Road West Improvements and is subject to change upon completion of the Happy Valley Road West Improvements and the determination of the actual Design and Construction Costs for the Happy Valley Road West Improvements.

7. Happy Valley Road East Improvements.

7.1 Budget. The estimated budget for the Happy Valley Road East Improvements is attached hereto as Exhibit F-1. The budget has been reviewed and approved by the City and includes a more comprehensive description of the Happy Valley Road East Improvements. The budget may be amended from time to time by WLH, subject to the review and approval of the City (such review and approval not to be unreasonably conditioned, delayed or withheld), and shall thereafter be deemed to have been incorporated into this Overlay Agreement.

7.2 Benefited Area. The benefited area for the Happy Valley Road East Improvements is attached hereto as Exhibit F-2 ("**HVE Buy-in Fee Area**").

7.3 Buy-In Fee. Any person developing property within the HVE Buy-in Fee

Area shall be required to pay a buy-in fee for its proportionate share of the Happy Valley Road East Improvements (“**HVE Buy-in Fee**”). The HVE Buy-in Fee shall be assessed on a per gross acre basis measured to the adjacent roadway/right-of-way centerline. The HVE Buy-in Fee shall be calculated using the spreadsheet attached hereto as Exhibit F-3. The initial HVE Buy-in Fee is based upon the estimated budget for the Happy Valley Road East Improvements and is subject to change upon completion of the Happy Valley Road East Improvements and the determination of the actual Design and Construction Costs for the Happy Valley Road East Improvements.

8. **City Duties and Obligations.** The City shall be responsible for the following duties and obligations, to the extent permitted by law.

- a. Notifying WLH each time an application is received by the City within the Benefited Area for annexation, zoning, platting, site planning or a building permit. The notification shall include the name, address, phone number and email address of the applicant, as well as a general description of the project, including but not limited to its location and size.
- b. Including as a condition of approval for any annexation or zoning application within the Benefited Area a stipulation that requires the applicant to show evidence of payment of all applicable Regional Improvements Buy-in Fees (defined in Paragraph 9.1). The following is a sample stipulation: “Prior to the City approving a final plat, site plan or building permit within the property, applicant shall provide the City with a Notice of Payment from WLH that the HVE Buy-in Fee and the Water Buy-in Fee, all as described in the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement), have been paid.”
- c. Requiring a Notice of Payment, a sample of which is attached hereto as Exhibit G, of all applicable Regional Improvements Buy-in Fees by any person developing property in the Benefited Area (“**Benefited Owner**”) prior to approving such Benefited Owner’s final plat, site plan or building permit.
- d. Reviewing and approving the Design and Construction Costs for each Regional Improvement. The City shall have thirty (30) days to review and approve the Design and Construction Costs for each Regional Improvement. Failure by the City to approve or provide WLH with any written feedback on the Design and Construction Costs for a Regional Improvement within the thirty (30) day period shall be deemed the City’s approval of such Design and Construction Costs. If the City has an issue or concern with the Design and Construction Costs, the City shall immediately notify WLH, and the City and WLH agree to work in good faith to resolve the issue or concern. If the issue or concern cannot in good faith be resolved by the City and WLH, then the unresolved issue or concern shall be submitted to a qualified engineer for a final determination. Any costs associated with employing a qualified engineer to make a final determination shall be borne equally by the City and WLH.

- e. Requiring any person developing property in the Water Buy-in Fee Area and needing to develop a well to utilize either Well Site A3 or Well Site F2, i.e. the City shall not allow any person to develop an alternate well site within the Water Buy-in Fee Area if either Well Site A3 or Well Site F2 is still available.

9. **Regional Improvements Buy-in Fees.**

9.1 Interest. The Water Buy-in Fee, the Well Site Buy-in Fee, the Sewer Buy-in Fee, the HVW Buy-in Fee and the HVE Buy-in Fee (referred to herein individually as a “**Regional Improvement Buy-in Fee**” and collectively as the “**Regional Improvements Buy-in Fees**”) shall all accrue interest at the prime rate (as reported by the Wall Street Journal) plus three percent (3%). Interest shall be compounded annually and shall begin accruing for each Regional Improvement Buy-in Fee upon WLH’s completion and the City’s or Maricopa County’s acceptance (as the case may be) of the associated Regional Improvement. The applicable interest rate shall be calculated annually using the prime interest rate in effect on January 1 of each calendar year.

9.1.1 Participating Owners. Notwithstanding Paragraph 9.1, for purposes of calculating the Sewer Buy-in Fee and the Happy Valley Road Crossing (as defined in the Development Agreement) portion of the HVE Buy-in Fee for the Participating Owners the interest rate shall be prime plus two percent (2%) until May 25, 2027. Any Participating Owner making a Sewer Buy-in Fee payment or an HVE Buy-in Fee payment after May 25, 2027 shall pay interest in accordance with Paragraph 9.1.

9.2 Calculating the Buy-in Fees. WLH shall calculate the Regional Improvements Buy-in Fees using the spreadsheets attached hereto as Exhibits B-3, C-3, D-3, E-3 and F-3. These exhibits reflect a static picture of the each spreadsheet, and each spreadsheet includes a series of formulas for accurately and equitably calculating each Regional Improvement Buy-in Fee, including the appropriate interest. Prior to executing this Overlay Agreement the City reviewed and approved the methodology and formulas used in each spreadsheet, and confirmed that each spreadsheet accurately and equitably calculates the Regional Improvements Buy-in Fees, including the appropriate interest.

9.2.1 Review of Calculation Methodology. Upon written request from a Benefited Owner, WLH shall promptly provide such Benefited Owner with an excel file copy of the requested Regional Improvements Buy-in Fees spreadsheets (Exhibits B-3, C-3, D-3, E-3 and F-3, as applicable).

9.3 Collecting the Buy-in Fees. WLH shall provide each Benefited Owner with an invoice showing each of the Regional Improvements Buy-in Fees such Benefited Owner is required to pay as a condition of developing property in the Benefited Area. WLH shall direct each Benefited Owner to remit payment of its Regional Improvements Buy-in Fees directly to WLH. Upon receipt of a Benefited Owner’s Regional Improvements Buy-in Fees, WLH shall provide such Benefited Owner with a Notice of Payment.

9.3.1 Timing of Collection. The Regional Improvements Buy-in Fees

shall be collected from a Benefited Owner not utilizing either Well Site A3 or Well Site F2 at the earliest stage of the entitlement or development process, beginning with the final plat, site plan or building permit, as applicable. The Regional Improvements Buy-in Fees shall be collected from a Benefited Owner utilizing either Well Site A3 or Well Site F2 at the earliest stage of the entitlement or development process, or at the time such Benefited Owner begins utilizing either Well Site A3 or Well Site F2, whichever is the first to occur. WLH shall collect the Regional Improvements Buy-in Fees for all Regional Improvements, even Regional Improvements that have not yet been completed by WLH. The Regional Improvement Buy-in Fee for a Regional Improvement that has not yet been completed by WLH shall be the initial Regional Improvement Buy-in Fee identified in this Overlay Agreement, which is based on the estimated budget for such Regional Improvement.

9.3.1.1 Holding Buy-in Fees. Regional Improvements Buy-in Fees collected by WLH for Regional Improvements that have been completed and accepted by the City or Maricopa County may be deposited into WLH's general account. Regional Improvements Buy-in Fees collected by WLH for Regional Improvements not yet completed or accepted by the City or Maricopa County shall be held by WLH in an interest bearing escrow account to be opened by WLH with First American Title. Regional Improvements Buy-in Fees deposited into an escrow account may be withdrawn by WLH once construction has begun on the associated Regional Improvement.

9.3.2 Repayment Term. The repayment term for each Regional Improvement Buy-in Fee shall be twenty (20) years beginning on the date the City has approved the construction of some portion of the associated Regional Improvement. The repayment term may be extended for two (2) additional five (5) year extension terms provided development within the benefited area is ongoing and the Benefited Owner is receiving a benefit from the completed improvements. By way of example the repayment term for the Regional Improvement Buy-in Fee for the Sewer System Improvements would begin on the date the City approved the construction of the ASLD West portion of the Sewer System Improvements (assuming such is the first completed portion of the Sewer System Improvements).

9.3.3 Notification to City. WLH shall notify the City and provide the City with a copy of the Notice of Payment each time a Benefited Owner pays its Regional Improvements Buy-in Fees. The Notice of Payment shall include a statement of whether or not all Regional Improvements Buy-in Fees have been paid. The City shall promptly acknowledge receipt of each Notice of Payment and return a signed copy to WLH. WLH shall promptly forward an updated copy of the Notice of Payment with the City's signature to the applicable Benefited Owner.

9.4 Updating Costs. Upon completion of each Regional Improvement, WLH shall promptly provide the City with written evidence of the Design and Construction Costs incurred by WLH to complete each Regional Improvement. Following the City's approval of the Design and Construction Costs for a Regional Improvement, WLH shall promptly update the associated Regional Improvement Buy-in Fee spreadsheet to reflect the actual Design and Construction Costs.

9.4.1 Reconciling Buy-in Fees. Following the completion of a Regional Improvement and the approval of its Design and Construction Costs, WLH shall “true-up” any Regional Improvements Buy-in Fees paid prior to the completion of such Regional Improvement.

a. Overpayment. In the event a Benefited Owner paid a Regional Improvement Buy-in Fee greater than what the Regional Improvement Buy-in Fee should have been when based on the actual Design and Construction Costs, then WLH shall calculate the amount of the overpayment and promptly refund such amount plus any earned interest to the Benefited Owner.

b. Underpayment. In the event a Benefited Owner paid a Regional Improvement Buy-in Fee less than what the Regional Improvement Buy-in Fee should have been when based on the actual Design and Construction Costs, then WLH shall calculate the amount of the underpayment and promptly notify both the Benefited Owner and the City of the balance due. The City agrees to treat the balance due just as it would any unpaid Regional Improvement Buy-in Fee and to require Notice of Payment by the Benefited Owner prior to approving such Benefited Owner’s final plat, site plan or building permit.

10. Term. This Overlay Agreement shall become effective on the date the last party executes this Overlay Agreement and shall automatically terminate on expiration of the final Regional Improvements Buy-in Fee repayment term.

11. Public Bidding. WLH shall not be required to publicly bid or comply with the requirements of ARS, Title 34, in order to be reimbursed for Regional Improvements if the reimbursement mechanism is solely through the collection of a Regional Improvement Buy-in Fee. However, any Regional Improvements that WLH will be seeking reimbursement through either crediting of on-site impact fees or remittance of off-site impact fees shall be publicly bid in accordance with ARS, Title 34.

12. Recordation. This Overlay Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (10) days after its full execution.

13. Notices and Filings. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, emailed or sent by first-class United States Mail to:

City: City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374
Attn: Community Development Director
Email: Eric.fitzer@surpriseaz.gov
Phone: 623.222.3020

With Copy to: City of Surprise
16000 N. Civic Center Plaza

Surprise, AZ 85374
 Attn: City Attorney
 Email: Robert.wingo@surpriseaz.gov
 Phone: 623.222.1124

WLH: William Lyon Homes, Inc
 8840 E. Chaparral Road, Suite 200
 Scottsdale, AZ 85250
 Attn: Julie Collins
 Email: julie.collins@lyonhomes.com
 Phone: 480.893.1000

William Lyon Homes, Inc
 4965 MacArthur Ct, 8th Floor
 Newport Beach, CA 92660
 Attn: Rick Robinson
 Email: rick.robinson@lyonhomes.com

With Copy to: Beus Gilbert LLC
 701 N. 44th Street
 Phoenix, AZ 85008
 Attn: Jeffrey Blilie
 Email: jblilie@beusgilbert.com
 Phone: 480.429.3030

or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to either party shall become effective upon the earliest of the following: (a) actual receipt by that party; or (b) thirty-six (36) hours after deposit with the United States Postal Service, addressed to the party.

14. **Default.** Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Overlay Agreement. Any breach not cured within thirty (30) days after written notice is received from a non-breaching party, shall constitute a default under this Overlay Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then the breaching party shall have such additional time as may be necessary to perform or comply so long as the breaching party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. The thirty (30) day period shall not apply where an ordinance or statute requires City to perform or otherwise act in a period in excess of thirty (30) days. In the event a breach remains uncured following the thirty (30) day period, the only remedy permitted shall be specific performance, except as specifically allowed within this Overlay Agreement.

15. **Dispute Resolution.** In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the parties. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the parties shall request the presiding judge of the Superior Court in and for the County of Maricopa, Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to development. The cost of any such mediation shall be divided equally between the parties. The results of the mediation shall be nonbinding on the parties, and either party shall be free to initiate litigation subsequent to the moratorium.

16. **Choice of Law, Venue and Attorneys' Fees.** Any dispute, controversy, claim or cause of action arising out of or related to this Overlay Agreement shall be governed by Arizona law. The venue for any such dispute shall be Maricopa County, Arizona, and each party waives the right to object to venue in Maricopa County for any reason. No party shall be entitled to recover any of its attorneys' fees nor other costs from any other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

17. **Good Standing and Authority.** The parties represent and warrant that each is duly formed and validly existing under Arizona laws and that the individuals executing this Overlay Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each such individual is signing.

18. **Assignment.** The provisions of this Overlay Agreement are binding upon and shall inure to the benefit of the parties, and all of their successors in interest and assigns. This Overlay Agreement may be assigned in whole or in part by WLH. In the event of a complete or partial assignment by WLH, all or a portion of WLH's rights and obligations hereunder shall terminate effective upon the assumption by WLH's assignee of such rights and obligations.

19. **Third Parties.** It is not intended by this Overlay Agreement to, and nothing contained in this Overlay Agreement shall, create any partnership, joint venture or other agreement between the parties. No term or provision of this Overlay Agreement is intended to, or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

20. **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof; and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or condition of this Overlay Agreement. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

21. **Further Documentation.** The parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Overlay Agreement.

22. **Fair Interpretation.** The parties have been represented by counsel in the negotiation and drafting of this Overlay Agreement and this Overlay Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Overlay Agreement.

23. **Headings.** The headings of this Overlay Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Overlay Agreement.

24. **Counterparts.** This Overlay Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

25. **Computation of Time.** Any reference to a “day” in this Overlay Agreement shall mean calendar day unless otherwise noted. In computing any period of time under this Overlay Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Overlay Agreement shall be deemed to expire at 5:00 p.m. (Arizona time) on the last day of the applicable time period provided herein.

26. **Conflict of Interest.** This Overlay Agreement is subject to the terms of ARS § 38-511.

27. **No Obligation to Develop.** Nothing contained herein shall be deemed to obligate WLH to complete any part of the development of the Rancho Mercado project, and the responsibility to design and construct the Regional Improvements is contingent upon WLH moving forward with the development of the Rancho Mercado Project.

28. **Entire Agreement.** This Overlay Agreement, together with the following Exhibits attached hereto (which are incorporated herein by this reference) constitutes the entire Overlay Agreement between the parties.

- a. **Exhibit A:** Legal description and depiction of the Benefited Area
- b. **Exhibit B-1:** Water System Improvements’ Budget
- c. **Exhibit B-2:** Depiction of the Water Buy-in Fee Area
- d. **Exhibit B-3:** Water Buy-in Fee Spreadsheet
- e. **Exhibit C-1:** Well Site Improvements’ Budget
- f. **Exhibit C-2:** Depiction of Well Site A3 and Well Site F2

- g. Exhibit C-3: Well Site Buy-in Fee Spreadsheet
- h. Exhibit D-1: Sewer System Improvements' Budget
- i. Exhibit D-2: Depiction of the Sewer Buy-in Fee Area
- j. Exhibit D-3: Sewer Buy-in Fee Spreadsheet
- k. Exhibit E-1: Happy Valley Road West Improvements' Budget
- l. Exhibit E-2: Depiction of the HVW Buy-in Fee Area
- m. Exhibit E-3: HVW Buy-in Fee Spreadsheet
- n. Exhibit F-1: Happy Valley Road East Improvements' Budget
- o. Exhibit F-2: Depiction of the HVE Buy-in Fee Area
- p. Exhibit F-3: HVE Buy-in Fee Spreadsheet
- q. Exhibit G: Sample Notice of Payment

30. **Conflicts with the Development Agreement.** Except as otherwise superseded by similar provisions within this Overlay Agreement, all of the terms and provisions of the Development Agreement shall remain in full force and effect. In the event of any conflict between this Overlay Agreement and the Development Agreement, the provisions of this Overlay Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Overlay Agreement on the date(s) written below.

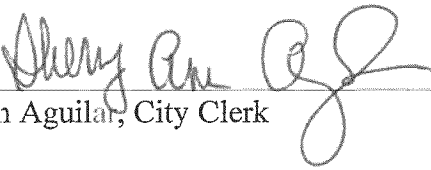
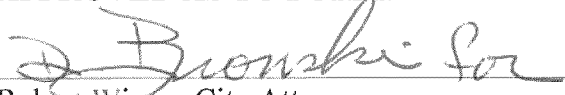
[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

CITY:**CITY OF SURPRISE**, an Arizona municipal corporation

By: _____



Sharon Wolcott, Mayor

ATTEST:
Sherry Ann Aguilar, City Clerk**APPROVED AS TO FORM:**
Robert Wingo, City Attorney

STATE OF ARIZONA

County of Maricopa

On this 11 day of July, 2017, before me personally appeared Sharon Wolcott, the Mayor of the City of Surprise, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

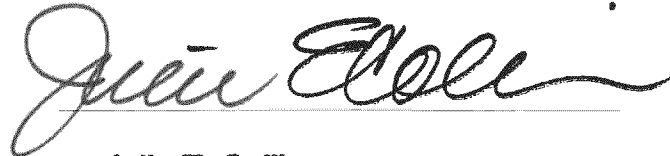


IN WITNESS WHEREOF, WLH has executed this Termination as of the date first above written.

WLH:

WILLIAM LYON HOMES, INC., a California corporation

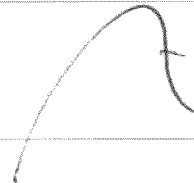
By:



Name: **Julie E. Collins**
Senior Vice President

Title:

By:



Name: **Richard S. Robinson**
Senior Vice President

Title:

STATE OF ARIZONA)
) ss.
 County of Maricopa)

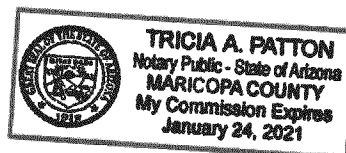
The foregoing instrument was acknowledged before me this 13 day of June, 2017, by Julie E. Collins, as the Sr. Vice President of **WILLIAM LYON HOMES, INC.**, a California corporation, on behalf of the corporation.



Notary Public

My Commission Expires:

01-24-2021



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

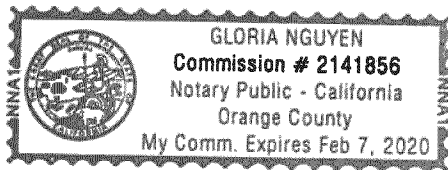
[illegible]

On June 13, 2017, before me, Gloria Nannich, a Notary Public, personally appeared, Richard S Robinson,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Melania Nguyen
Signature of Notary Public

(Seal)

EXHIBIT A
LEGAL DESCRIPTION

**EXHIBIT A
LEGAL DESCRIPTION
Benefited Fee Area**

The following described portions of lands represent the area to be called the "Benefited Fee Area", being a portion of the following Sections 3 thru 9 and 17 of Township 4 North, Range 1 West and a portion of Section 32 Township 5 North, Range 1 West all of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; being more particularly described as follows:

All of the North half of the Northwest quarter of said Section 3;

A portion of the Southwest quarter of said of said Section 3 lying North of the Beardsley Canal;

All of said Sections 5 and 6;

All of the North half of the North half and the Southwest quarter of the Northeast quarter of said Section 7;

All of said Sections 4, 8 and 9 lying North of the Beardsley Canal and portions of said Section 8 and 9 lying South of the Beardsley Canal and North of McKicken Outlet Channel as defined by of the Maricopa Flood Control District;

A portion of the South half of said Section 9 lying South of said McKicken Outlet Channel and North of SR 303;

A portion of the North half of said Section 17 lying North of said McKicken Outlet Channel;

Together with the following described portion of said Section 32;

The East two-thirds of G.I.O. Lot 4 of said Section 32, Except the North 526 feet.

Prepared by: Atwell, LLC
4700 E. Southern Ave
Mesa, AZ 85206
Project No. 09001944
September 8, 2016



EXHIBIT A

DEPICTION OF THE BENEFITED AREA

is not recordable
due to font size

for a copy of Exhibit A
contact the Surprise City Clerk
16000 N. Civic Center Plaza
Surprise, Arizona 85374
623-222-1200

EXHIBIT B-1

Water System Improvements' Budget

EXHIBIT B-1**BUDGET - WATER RESERVOIR**

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	5.0%	%	\$ 1,800,000.00	\$ 90,000.00
Other Consultants	0.5%	%	\$ 1,800,000.00	\$ 9,000.00
Review & Recording Fees	1.0%	%	\$ 1,800,000.00	\$ 18,000.00
Environmental/Remediation	0.0%	%	\$ 1,800,000.00	\$ -
Construction Permits	2.5%	%	\$ 1,800,000.00	\$ 45,000.00
MCESD Fees	0.5%	%	\$ 1,800,000.00	\$ 9,000.00
Dust Control Permit & Sign	0.5%	%	\$ 1,800,000.00	\$ 9,000.00
Staking/Survey	1.5%	%	\$ 1,800,000.00	\$ 27,000.00
Soils Reports/Testing	1.5%	%	\$ 1,800,000.00	\$ 27,000.00
Engineer of Record	1.5%	%	\$ 1,800,000.00	\$ 27,000.00
Performance Bond	1.0%	%	\$ 1,800,000.00	\$ 18,000.00
Warranty Bond	1.0%	%	\$ 180,000.00	\$ 1,800.00
Reproduction	0.5%	%	\$ 1,800,000.00	\$ 9,000.00
ROW/Easement Acquisition	-	LS	\$ -	\$ -
Total Soft Costs	1.414	MG	\$ 204,986.74	\$ 289,800.00
Taxes included in line items above				
Tank No. 1 (16 VFt), complete	1.740	MG	\$ 1,034,482.76	\$ 1,800,000.00
<u>Tank No. 1 (16 VFt)</u>	1.740	MG		
less Dead Storage (2 VFt)	(0.218)	MG		
less Freeboard (1 VFt)	(0.109)	MG		
Total Hard Costs	1.414	MG	\$ 1,273,209.55	\$ 1,800,000.00
TOTAL COSTS	1.414	MG	\$ 1,478,196.29	\$ 2,089,800.00
Contingency	15%	%	\$ 2,089,800.00	\$ 313,470.00
Project Management	3.5%	%	\$ 2,089,800.00	\$ 73,143.00
TOTAL PROJECT COSTS	1.414	MG	\$ 1,751,662.60	\$ 2,476,413.00
Taxes included in line items above				
Usable Storage = 30% of Max. Day Demand	1.414	MG	\$ 1,751,662.60	\$ 2,476,413.00
less Fire Flow (Both Zones)	(0.270)	MG	\$ 1,751,662.60	\$ (472,948.90)
DEMAND STORAGE = 30% OF MAX. DAY DEMAND	1.144	MG	\$ 1,751,662.60	\$ 2,003,464.10
Ave. Day Demand = Max. Day Demand / (2 x 30%)	1.667	(30% MDD = 2 x 30% ADD)		
BUY IN - DEMAND STORAGE (AVE. DAY DEMAND)	1.906	MGD	\$ 1,050,997.56	\$ 2,003,464.10

EXHIBIT B-1**BUDGET - WATER CAMPUS (NET OF RESERVOIR & PUMPS)**

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	5.0%	%	\$ 2,885,638.00	\$ 144,281.90
Other Consultants	0.5%	%	\$ 2,885,638.00	\$ 14,428.19
Review & Recording Fees	1.0%	%	\$ 2,885,638.00	\$ 28,856.38
Environmental/Remediation	0.0%	%	\$ 2,885,638.00	\$ -
Construction Permits	2.5%	%	\$ 2,885,638.00	\$ 72,140.95
MCESD Fees	0.5%	%	\$ 2,885,638.00	\$ 14,428.19
Dust Control Permit & Sign	0.5%	%	\$ 2,885,638.00	\$ 14,428.19
Staking/Survey	1.5%	%	\$ 2,885,638.00	\$ 43,284.57
Soils Reports/Testing	1.5%	%	\$ 2,885,638.00	\$ 43,284.57
Engineer of Record	1.5%	%	\$ 2,885,638.00	\$ 43,284.57
Performance Bond	1.0%	%	\$ 2,885,638.00	\$ 28,856.38
Warranty Bond	1.0%	%	\$ 288,563.80	\$ 2,885.64
Reproduction	0.5%	%	\$ 2,885,638.00	\$ 14,428.19
ROW/Easement Acquisition	-	LS	\$ -	\$ -
Total Soft Costs	1	LS	\$ 464,587.72	\$ 464,587.72
Site Work, Piping, Electrical, Complete	1	LS	\$ 2,000,000.00	\$ 2,000,000.00
D.O. Feed Back, complete	1	LS	\$ 200,000.00	\$ 200,000.00
Land @ FMV (Campus & Well Site E1)	2.88	Net. Ac.	\$ 27,500.00	\$ 79,200.00
20" Water - HVW (WC to Bullard)	2,319	LF	\$ 123.00	\$ 285,237.00
16" Water - HV Ph 4 (Bullard to 149th)	1,313	LF	\$ 89.00	\$ 116,857.00
16" Water - HVW (149th to 150th)	656	LF	\$ 89.00	\$ 58,384.00
16" Water - HVW (150th to 155th x 50%)	3,280	LF	\$ 44.50	\$ 145,960.00
Tanks No. 1 & 2 (2 x 16 VFt)	3.480	MG		
less Dead Storage (2 x 2 VFt)	(0.435)	MG		
less Freeboard (2 x 1 VFt)	(0.218)	MG		
Total Hard Costs	2.828	MG	\$ 1,020,561.63	\$ 2,885,638.00
TOTAL COSTS	2.828	MG	\$ 1,184,872.05	\$ 3,350,225.72
Taxes included in line items above				
Contingency	15%	%	\$ 3,350,225.72	\$ 502,533.86
Project Management	3.5%	%	\$ 3,350,225.72	\$ 117,257.90
TOTAL PROJECT COSTS	2.828	MG	\$ 1,404,073.38	\$ 3,970,017.48
Taxes included in line items above				
Usable Storage = 30% of Max. Day Demand	2.828	MG	\$ 1,404,073.38	\$ 3,970,017.48
less Fire Flow from Tank No. 1 (Both Zones)	(0.270)	MG	\$ (1,751,662.60)	\$ 472,948.90
DEMAND STORAGE = 30% OF MAX. DAY DEMAND	2.558	MG	\$ 1,737,230.26	\$ 4,442,966.38
Ave. Day Demand = Max. Day Demand / (2 x 30%)	1.667	(30% MDD = 2 x 30% ADD)		
BUY IN - DEMAND STORAGE (AVE. DAY DEMAND)	4.263	MGD	\$ 1,042,338.15	\$ 4,442,966.38

Budget - Mercado 03.30.17

EXHIBIT B-1**BUDGET - WELL E1 & ARSENIC TREATMENT**

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	5.0%	%	\$ 3,600,000.00	\$ 180,000.00
Other Consultants	0.5%	%	\$ 3,600,000.00	\$ 18,000.00
Review & Recording Fees	1.0%	%	\$ 3,600,000.00	\$ 36,000.00
Environmental/Remediation	0.0%	%	\$ 3,600,000.00	\$ -
Construction Permits	2.5%	%	\$ 3,600,000.00	\$ 90,000.00
MCESD Fees	0.5%	%	\$ 3,600,000.00	\$ 18,000.00
Dust Control Permit & Sign	0.5%	%	\$ 3,600,000.00	\$ 18,000.00
Staking/Survey	1.5%	%	\$ 3,600,000.00	\$ 54,000.00
Soils Reports/Testing	1.5%	%	\$ 3,600,000.00	\$ 54,000.00
Engineer of Record	1.5%	%	\$ 3,600,000.00	\$ 54,000.00
Performance Bond	1.0%	%	\$ 3,600,000.00	\$ 36,000.00
Warranty Bond	1.0%	%	\$ 360,000.00	\$ 3,600.00
Reproduction	0.5%	%	\$ 3,600,000.00	\$ 18,000.00
ROW/Easement Acquisition	-	LS	\$ -	\$ -
Total Soft Costs	1,500	GPM	\$ 386.40	\$ 579,600.00
Well E1, Pumps & Equip	1	LS	\$ 700,000.00	\$ 700,000.00
Well E1, Drill & Develop	1	LS	\$ 800,000.00	\$ 800,000.00
Well E1 As Treatment Vessels, 3 Each	1,650	GPM	\$ 1,272.73	\$ 2,100,000.00
Land @ FMV (Included)	0.00	Net. Ac.	\$ 27,500.00	\$ -
12" Transmission Main - Well E1 (Included)	0	LF	\$ 61.00	\$ -
Well Pump Rate (E1) =	1,500	GPM		
Total Hard Costs	1,500	GPM	\$ 2,400.00	\$ 3,600,000.00
TOTAL COSTS	1,500	GPM	\$ 2,786.40	\$ 4,179,600.00
Taxes included in line items above				
Contingency	15%	%	\$ 4,179,600.00	\$ 626,940.00
Project Management	3.5%	%	\$ 4,179,600.00	\$ 146,286.00
TOTAL PROJECT COSTS	1,500	GPM	\$ 3,301.88	\$ 4,952,826.00
Taxes included in line items above				
WELL PUMP RATE (MAX. DAY DEMAND)	1,500	GPM	\$ 3,301.88	\$ 4,952,826.00
Ave. Day Demand = $GPM \times 60 \times 24 / 10^6 / 2$	0.000720	(Capacity = Max. Day Demand)		
BUY IN - SYSTEM DEMAND (AVE. DAY DEMAND)	1.080	MGD	\$ 4,585,950.00	\$ 4,952,826.00

Budget - Mercado 03.30.17

EXHIBIT B-1**BUDGET - BOOSTER PUMPS - LO ZONE**

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	5.0%	%	\$ 504,347.83	\$ 25,217.39
Other Consultants	0.5%	%	\$ 504,347.83	\$ 2,521.74
Review & Recording Fees	1.0%	%	\$ 504,347.83	\$ 5,043.48
Environmental/Remediation	0.0%	%	\$ 504,347.83	\$ -
Construction Permits	2.5%	%	\$ 504,347.83	\$ 12,608.70
MCESD Fees	0.5%	%	\$ 504,347.83	\$ 2,521.74
Dust Control Permit & Sign	0.5%	%	\$ 504,347.83	\$ 2,521.74
Staking/Survey	1.5%	%	\$ 504,347.83	\$ 7,565.22
Soils Reports/Testing	1.5%	%	\$ 504,347.83	\$ 7,565.22
Engineer of Record	1.5%	%	\$ 504,347.83	\$ 7,565.22
Performance Bond	1.0%	%	\$ 504,347.83	\$ 5,043.48
Warranty Bond	1.0%	%	\$ 50,434.78	\$ 504.35
Reproduction	0.5%	%	\$ 504,347.83	\$ 2,521.74
ROW/Easement Acquisition	-	LS	\$ -	\$ -
Total Soft Costs	1,450	LF	\$ 56.00	\$ 81,200.02
Booster Pumps (4 @ 1,150 gpm)	4,600	GPM	\$ 347.83	\$ 1,600,000.00
Fire Flow	(2,000)	GPM	\$ 347.83	\$ (695,652.17)
Back Up Pump - Spare	(1,150)	GPM	\$ 347.83	\$ (400,000.00)
Total Hard Costs	1,450	GPM	\$ 347.83	\$ 504,347.83
TOTAL COSTS				\$ 585,547.85
Taxes included in line items above				
Contingency	15%	%	\$ 585,547.85	\$ 87,832.18
Project Management	3.5%	%	\$ 585,547.85	\$ 20,494.17
TOTAL PROJECT COSTS				\$ 693,874.20
LO ZONE DEMAND (MAX. DAY DEMAND)	1,450	GPM	\$ 478.53	\$ 693,874.20
Ave. Day Demand = $GPM \times 60 \times 24 / 10^6 / 2$	0.000720	(30% MDD = 2 x 30% ADD)		
BUY IN - LO ZONE DEMAND (AVE. DAY DEMAND)	1.044	MGD	\$ 664,630.46	\$ 693,874.20
Taxes included in line items above				

Budget - Mercado 03.30.17

EXHIBIT B-1**BUDGET - FIRE FLOW & SPARE PUMP - LO ZONE**

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	5.0%	%	\$ 1,095,652.17	\$ 54,782.61
Other Consultants	0.5%	%	\$ 1,095,652.17	\$ 5,478.26
Review & Recording Fees	1.0%	%	\$ 1,095,652.17	\$ 10,956.52
Environmental/Remediation	0.0%	%	\$ 1,095,652.17	\$ -
Construction Permits	2.5%	%	\$ 1,095,652.17	\$ 27,391.30
MCESD Fees	0.5%	%	\$ 1,095,652.17	\$ 5,478.26
Dust Control Permit & Sign	0.5%	%	\$ 1,095,652.17	\$ 5,478.26
Staking/Survey	1.5%	%	\$ 1,095,652.17	\$ 16,434.78
Soils Reports/Testing	1.5%	%	\$ 1,095,652.17	\$ 16,434.78
Engineer of Record	1.5%	%	\$ 1,095,652.17	\$ 16,434.78
Performance Bond	1.0%	%	\$ 1,095,652.17	\$ 10,956.52
Warranty Bond	1.0%	%	\$ 109,565.22	\$ 1,095.65
Reproduction	0.5%	%	\$ 1,095,652.17	\$ 5,478.26
ROW/Easement Acquisition	-	LS	\$ -	\$ -
Total Soft Costs	1,150	LF	\$ 153.39	\$ 176,399.98
Fire Flow	2,000	GPM	\$ 348	\$ 695,652.17
Back Up Pump - Spare	1,150	GPM	\$ 348	\$ 400,000.00
Total Hard Costs				\$ 1,095,652.17
TOTAL COSTS				\$ 1,272,052.15
Taxes included in line items above				
Contingency	15%	%	\$ 1,272,052.15	\$ 190,807.82
Project Management	3.5%	%	\$ 1,272,052.15	\$ 44,521.83
TOTAL PROJECT COSTS				\$ 1,507,381.80
Taxes included in line items above				
LO ZONE DEMAND (MAX. DAY DEMAND)	4.853	MGD	\$ 310,609.77	\$ 1,507,381.80
Ave. Day Demand = Max. Day Demand / 2	0.50	(Max. Day Demand = 2 Ave. Day Demand)		
BUY IN - LO ZONE DEMAND (AVE. DAY DEMAND)	2.426	MGD	\$ 621,219.53	\$ 1,507,381.80

EXHIBIT B-2

DEPICTION OF THE WATER BUY-IN FEE AREA

is not recordable
due to font size

for a copy of Exhibit B-2
contact the Surprise City Clerk
16000 N. Civic Center Plaza
Surprise, Arizona 85374
623-222-1200

EXHIBIT B-3

WATER BUY-IN FEE SPREADSHEET

is not recordable
due to font size and shading through text

for a copy of Exhibit B-3
contact the Surprise City Clerk
16000 N. Civic Center Plaza
Surprise, Arizona 85374
623-222-1200

EXHIBIT C-1

Well Site Improvements' Budget

EXHIBIT C-1**BUDGET - WELL A3**

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	5.0%	%	\$ 683,387.00	\$ 34,169.35
Other Consultants	0.5%	%	\$ 683,387.00	\$ 3,416.94
Review & Recording Fees	1.0%	%	\$ 683,387.00	\$ 6,833.87
Environmental/Remediation	0.0%	%	\$ 683,387.00	\$ -
Construction Permits	2.5%	%	\$ 683,387.00	\$ 17,084.68
MCESD Fees	0.5%	%	\$ 683,387.00	\$ 3,416.94
Dust Control Permit & Sign	0.5%	%	\$ 683,387.00	\$ 3,416.94
Staking/Survey	1.5%	%	\$ 683,387.00	\$ 10,250.81
Soils Reports/Testing	1.5%	%	\$ 683,387.00	\$ 10,250.81
Engineer of Record	1.5%	%	\$ 683,387.00	\$ 10,250.81
Performance Bond	1.0%	%	\$ 683,387.00	\$ 6,833.87
Warranty Bond	1.0%	%	\$ 68,338.70	\$ 683.39
Reproduction	0.5%	%	\$ 683,387.00	\$ 3,416.94
ROW/Easement Acquisition	-	LS	\$ -	\$ -
Total Soft Costs	1,500	GPM	\$ 73.35	\$ 110,025.35
Well A3, Develop, Pumps & Equip	0	LS	\$ 1,300,000.00	\$ -
Well A3, Drill	1	LS	\$ 200,000.00	\$ 200,000.00
Well A3 Site, Walls & Landscape	1	LS	\$ 100,000.00	\$ 100,000.00
Well A3 As Treatment Vessels, 3 Each	0	GPM	\$ 1,272.73	\$ -
Land @ FMV	0.59	Net Ac.	\$ 27,500.00	\$ 16,225.00
16" Transmission Main - Well A3 - HV Ph1	0	LF	\$ 83.00	\$ -
16" Transmission Main - Well A3 - HV Ph2	1,966	LF	\$ 83.00	\$ 163,178.00
12" Transmission Main - Well A3 - Parcel A6	903	LF	\$ 61.00	\$ 55,083.00
12" Transmission Main - Well A3 - McMicken	720	LF	\$ 61.00	\$ 43,920.00
12" Transmission Main - Well A3 - HV Ph3 Incl. MWD Xing	721	LF	\$ 61.00	\$ 43,981.00
12" Transmission Main - Well B - HV to Padleford Wash	1,000	LF	\$ 61.00	\$ 61,000.00
Well Pump Rate (A3) =		1,500	GPM	
Total Hard Costs	1,500	GPM	\$ 455.59	\$ 683,387.00
TOTAL COSTS	1,500	GPM	\$ 528.94	\$ 793,412.35
Taxes included in line items above				
Contingency	15%	%	\$ 793,412.35	\$ 119,011.85
Project Management	3.5%	%	\$ 793,412.35	\$ 27,769.43
TOTAL PROJECT COSTS	1,500	GPM	\$ 626.80	\$ 940,193.63
WELL PUMP RATE (MAX. DAY DEMAND)	1,500	GPM	\$ 626.80	\$ 940,193.63
Ave. Day Demand = $GPM \times 60 \times 24 / 10^6 / 2$	0.000720	(Capacity = Max. Day Demand)		
BUY IN - SYSTEM DEMAND (AVE. DAY DEMAND)	1.080	MGD	\$ 870,549.66	\$ 940,193.63

Budget - Mercado 03.30.17

EXHIBIT C-1**BUDGET - WELL F2**

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	5.0%	%	\$ 40,850.00	\$ 2,042.50
Other Consultants	0.5%	%	\$ 40,850.00	\$ 204.25
Review & Recording Fees	1.0%	%	\$ 40,850.00	\$ 408.50
Environmental/Remediation	0.0%	%	\$ 40,850.00	\$ -
Construction Permits	2.5%	%	\$ 40,850.00	\$ 1,021.25
MCESD Fees	0.5%	%	\$ 40,850.00	\$ 204.25
Dust Control Permit & Sign	0.5%	%	\$ 40,850.00	\$ 204.25
Staking/Survey	1.5%	%	\$ 40,850.00	\$ 612.75
Soils Reports/Testing	1.5%	%	\$ 40,850.00	\$ 612.75
Engineer of Record	1.5%	%	\$ 40,850.00	\$ 612.75
Performance Bond	1.0%	%	\$ 40,850.00	\$ 408.50
Warranty Bond	1.0%	%	\$ 4,085.00	\$ 40.85
Reproduction	0.5%	%	\$ 40,850.00	\$ 204.25
ROW/Easement Acquisition	-	LS	\$ -	\$ -
Total Soft Costs	1,500	GPM	\$ 4.38	\$ 6,576.85
Well F2, Drill, Develop, Pumps & Equip	0	LS	\$ 1,500,000.00	\$ -
Well F2 Site, Walls & Landscape	0	LS	\$ -	\$ -
Well F2 As Treatment Vessels, 3 Each	0	GPM	\$ 1,272.73	\$ -
Land @ FMV	0.66	Net Ac.	\$ 27,500.00	\$ 18,150.00
16" Transmission Main - Well F2	200	LF	\$ 83.00	\$ 16,600.00
12" Transmission Main - Well F2 to HV	100	LF	\$ 61.00	\$ 6,100.00
Well Pump Rate (A3) =				
Total Hard Costs	1,500	GPM	\$ 27.23	\$ 40,850.00
TOTAL COSTS	1,500	GPM	\$ 31.62	\$ 47,426.85
Taxes included in line items above				
Contingency	15%	%	\$ 47,426.85	\$ 7,114.03
Project Management	3.5%	%	\$ 47,426.85	\$ 1,659.94
TOTAL PROJECT COSTS	1,500	GPM	\$ 37.47	\$ 56,200.82
WELL PUMP RATE (MAX. DAY DEMAND)	1,500	GPM	\$ 37.47	\$ 56,200.82
Ave. Day Demand = $GPM \times 60 \times 24 / 10^6 / 2$	0.000720	(Capacity = Max. Day Demand)		
BUY IN - SYSTEM DEMAND (AVE. DAY DEMAND)	1.080	MGD	\$ 52,037.80	\$ 56,200.82

Budget - Mercado 03.30.17

EXHIBIT C-2

DEPICTION OF WELL SITE A3 AND WELL SITE F2
is not recordable
due to font size

for a copy of Exhibit C-2
contact the Surprise City Clerk
16000 N. Civic Center Plaza
Surprise, Arizona 85374
623-222-1200

EXHIBIT C-3

WELL SITE BUY-IN FEE SPREADSHEET
is not recordable
due to font size and shading through text

for a copy of Exhibit C-3
contact the Surprise City Clerk
16000 N. Civic Center Plaza
Surprise, Arizona 85374
623-222-1200

EXHIBIT D-1

Sewer System Improvements' Budget

EXHIBIT D-1**SUMMARY - SEWER SERVICE LINES**

SEWER LINE	QTY	UNIT	UP	EXTENSION
BUDGET - ASLD OFFSITE	1,879.6	Gr. Ac.	\$ 1,118.95	\$ 2,103,125.68
BUDGET - McMICKEN PH 1	960.6	Gr. Ac.	\$ 678.07	\$ 651,372.36
BUDGET - McMICKEN PH 2	813.3	Gr. Ac.	\$ 829.28	\$ 674,409.18
BUDGET - BULLARD PH 1	790.1	Gr. Ac.	\$ 469.98	\$ 371,328.51
BUDGET - BULLARD PH 2	629.8	Gr. Ac.	\$ 628.27	\$ 395,668.75
BUDGET - LITCHFIELD	522.1	Gr. Ac.	\$ 322.66	\$ 168,469.79
GRAND TOTAL - SEWER LINES				\$ 4,364,374.27

SUMMARY - SEWER SERVICE AREAS

SERVICE AREA B	QTY	UNIT	UP	EXTENSION
ASLD Offsite			\$ 1,118.95	
McMicken Ph 1			\$ 678.07	
McMicken Ph 2			\$ 829.28	
Litchfield			\$ 322.66	
TOTAL - SERVICE AREA B	522.1	Gr. Ac.	\$ 2,948.96	\$ 1,539,738.39

SERVICE AREA C	QTY	UNIT	UP	EXTENSION
ASLD Offsite			\$ 1,118.95	
McMicken Ph 1			\$ 678.07	
McMicken Ph 2			\$ 829.28	
TOTAL - SERVICE AREA C	291.1	Gr. Ac.	\$ 2,626.30	\$ 764,567.67

SERVICE AREA D	QTY	UNIT	UP	EXTENSION
ASLD Offsite			\$ 1,118.95	
McMicken Ph 1			\$ 678.07	
TOTAL - SERVICE AREA D	147.4	Gr. Ac.	\$ 1,797.02	\$ 264,826.94

SERVICE AREA F	QTY	UNIT	UP	EXTENSION
ASLD Offsite			\$ 1,118.95	
Bullard Ph 1			\$ 469.98	
Bullard Ph 2			\$ 628.27	
TOTAL - SERVICE AREA F	629.8	Gr. Ac.	\$ 2,217.19	\$ 1,396,340.27

SERVICE AREA G	QTY	UNIT	UP	EXTENSION
ASLD Offsite			\$ 1,118.95	
Bullard Ph 1			\$ 469.98	
TOTAL - SERVICE AREA G	160.3	Gr. Ac.	\$ 1,588.92	\$ 254,736.03

SERVICE AREA H	QTY	UNIT	UP	EXTENSION
ASLD Offsite			\$ 1,118.95	
TOTAL - SERVICE AREA H	128.8	Gr. Ac.	\$ 1,118.95	\$ 144,164.97

GRAND TOTAL - SEWER SERVICE AREAS	1,879.6	Gr. Ac.	\$ 2,322.02	\$ 4,364,374.27
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Budget - Mercado 03.30.17

EXHIBIT D-1**BUDGET - ASLD OFFSITE**

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	3.0%	%	\$ 1,504,543.00	\$ 45,136.29
Other Consultants	0.5%	%	\$ 1,504,543.00	\$ 7,522.72
Review & Recording Fees	1.0%	%	\$ 1,504,543.00	\$ 15,045.43
Environmental/Remediation	0.0%	%	\$ 1,504,543.00	\$ -
Construction Permits	2.5%	%	\$ 1,504,543.00	\$ 37,613.58
MCESD Fees	0.5%	%	\$ 1,504,543.00	\$ 7,522.72
Dust Control Permit & Sign	0.5%	%	\$ 1,504,543.00	\$ 7,522.72
Staking/Survey	1.5%	%	\$ 1,504,543.00	\$ 22,568.15
Soils Reports/Testing	1.5%	%	\$ 1,504,543.00	\$ 22,568.15
Engineer of Record	1.5%	%	\$ 1,504,543.00	\$ 22,568.15
Performance Bond	1.0%	%	\$ 1,504,543.00	\$ 15,045.43
Warranty Bond	1.0%	%	\$ 150,454.30	\$ 1,504.54
Reproduction	0.5%	%	\$ 1,504,543.00	\$ 7,522.72
ROW/Easement Acquisition	1	LS	\$ 58,106.00	\$ 58,106.00
Total Soft Costs	5,667	LF	\$ 47.69	\$ 270,246.60
36" PVC F-679 Pipe, in place	5,667	LF	\$ 215.00	\$ 1,218,405.00
5' Dia Manhole	14	EA	\$ 13,200.00	\$ 184,800.00
5' Dia Manhole Adjustment/Collar	14	EA	\$ 500.00	\$ 7,000.00
Connect/Plug	3	EA	\$ 5,000.00	\$ 15,000.00
MWD Bore	-	LS	\$ -	\$ -
SWPPP	5,667	LF	\$ 5.00	\$ 28,335.00
Construction Water	5,667	LF	\$ 3.00	\$ 17,001.00
Revegetation/Stabilization	5,667	LF	\$ 2.50	\$ 14,167.50
Repairs/Warranty	5,667	LF	\$ 3.50	\$ 19,834.50
Total Hard Costs	5,667	LF	\$ 265.49	\$ 1,504,543.00
TOTAL COSTS	5,667	LF	\$ 313.18	\$ 1,774,789.60
Taxes included in line items above				
Contingency	15%	%	\$ 1,774,789.60	\$ 266,218.44
Project Management	3.5%	%	\$ 1,774,789.60	\$ 62,117.64
TOTAL PROJECT COSTS	5,667	LF	\$ 371.12	\$ 2,103,125.68
BUY IN	1,879.6	Gr. Ac.	\$ 1,118.95	\$ 2,103,125.68
Taxes included in line items above				

Budget - Mercado 03.30.17

EXHIBIT D-1

BUDGET - McMICKEN PH 1

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	3.0%	%	\$ 481,754.00	\$ 14,452.62
Other Consultants	0.5%	%	\$ 481,754.00	\$ 2,408.77
Review & Recording Fees	1.0%	%	\$ 481,754.00	\$ 4,817.54
Environmental/Remediation	0.0%	%	\$ 481,754.00	\$ -
Construction Permits	2.5%	%	\$ 481,754.00	\$ 12,043.85
MCESD Fees	0.5%	%	\$ 481,754.00	\$ 2,408.77
Dust Control Permit & Sign	0.5%	%	\$ 481,754.00	\$ 2,408.77
Staking/Survey	1.5%	%	\$ 481,754.00	\$ 7,226.31
Soils Reports/Testing	1.5%	%	\$ 481,754.00	\$ 7,226.31
Engineer of Record	1.5%	%	\$ 481,754.00	\$ 7,226.31
Performance Bond	1.0%	%	\$ 481,754.00	\$ 4,817.54
Warranty Bond	1.0%	%	\$ 48,175.40	\$ 481.75
Reproduction	0.5%	%	\$ 481,754.00	\$ 2,408.77
ROW/Easement Acquisition	-	LS	\$ -	\$ -
Total Soft Costs	3,261	LF	\$ 20.83	\$ 67,927.31
24" PVC F-679 Pipe, in place	3,261	LF	\$ 100.00	\$ 326,100.00
5' Dia Manhole	10	EA	\$ 10,000.00	\$ 100,000.00
5' Dia Manhole Adjustment/Collar	10	EA	\$ 500.00	\$ 5,000.00
Connect/Plug	1	EA	\$ 5,000.00	\$ 5,000.00
MWD Bore	-	LS	\$ -	\$ -
SWPPP	3,261	LF	\$ 5.00	\$ 16,305.00
Construction Water	3,261	LF	\$ 3.00	\$ 9,783.00
Revegetation/Stabilization	3,261	LF	\$ 2.50	\$ 8,152.50
Repairs/Warranty	3,261	LF	\$ 3.50	\$ 11,413.50
Total Hard Costs	3,261	LF	\$ 147.73	\$ 481,754.00
TOTAL COSTS	3,261	LF	\$ 168.56	\$ 549,681.31
Taxes included in line items above				
Contingency	15%	%	\$ 549,681.31	\$ 82,452.20
Project Management	3.5%	%	\$ 549,681.31	\$ 19,238.85
TOTAL PROJECT COSTS	3,261	LF	\$ 199.75	\$ 651,372.36
BUY IN	960.6	Gr. Ac.	\$ 678.07	\$ 651,372.36
Taxes included in line items above				

EXHIBIT D-1

BUDGET - McMICKEN PH 2

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	3.0%	%	\$ 498,792.00	\$ 14,963.76
Other Consultants	0.5%	%	\$ 498,792.00	\$ 2,493.96
Review & Recording Fees	1.0%	%	\$ 498,792.00	\$ 4,987.92
Environmental/Remediation	0.0%	%	\$ 498,792.00	\$ -
Construction Permits	2.5%	%	\$ 498,792.00	\$ 12,469.80
MCESD Fees	0.5%	%	\$ 498,792.00	\$ 2,493.96
Dust Control Permit & Sign	0.5%	%	\$ 498,792.00	\$ 2,493.96
Staking/Survey	1.5%	%	\$ 498,792.00	\$ 7,481.88
Soils Reports/Testing	1.5%	%	\$ 498,792.00	\$ 7,481.88
Engineer of Record	1.5%	%	\$ 498,792.00	\$ 7,481.88
Performance Bond	1.0%	%	\$ 498,792.00	\$ 4,987.92
Warranty Bond	1.0%	%	\$ 49,879.20	\$ 498.79
Reproduction	0.5%	%	\$ 498,792.00	\$ 2,493.96
ROW/Easement Acquisition	-	LS	\$ -	\$ -
Total Soft Costs	3,123	LF	\$ 22.52	\$ 70,329.67
21" PVC F-679 Pipe, in place	3,123	LF	\$ 90.00	\$ 281,070.00
5' Dia Manhole	8	EA	\$ 10,000.00	\$ 80,000.00
5' Dia Manhole Adjustment/Collar	8	EA	\$ 500.00	\$ 4,000.00
Connect/Plug	1	EA	\$ 5,000.00	\$ 5,000.00
MWD Bore	1	LS	\$ 85,000.00	\$ 85,000.00
SWPPP	3,123	LF	\$ 5.00	\$ 15,615.00
Construction Water	3,123	LF	\$ 3.00	\$ 9,369.00
Revegetation/Stabilization	3,123	LF	\$ 2.50	\$ 7,807.50
Repairs/Warranty	3,123	LF	\$ 3.50	\$ 10,930.50
Total Hard Costs	3,123	LF	\$ 159.72	\$ 498,792.00
TOTAL COSTS	3,123	LF	\$ 182.24	\$ 569,121.67
Taxes included in line items above				
Contingency	15%	%	\$ 569,121.67	\$ 85,368.25
Project Management	3.5%	%	\$ 569,121.67	\$ 19,919.26
TOTAL PROJECT COSTS	3,123	LF	\$ 215.95	\$ 674,409.18
BUY IN	813.3	Gr. Ac.	\$ 829.28	\$ 674,409.18
Taxes included in line items above				

EXHIBIT D-1**BUDGET - BULLARD PH 1**

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	3.0%	%	\$ 274,634.00	\$ 8,239.02
Other Consultants	0.5%	%	\$ 274,634.00	\$ 1,373.17
Review & Recording Fees	1.0%	%	\$ 274,634.00	\$ 2,746.34
Environmental/Remediation	0.0%	%	\$ 274,634.00	\$ -
Construction Permits	2.5%	%	\$ 274,634.00	\$ 6,865.85
MCESD Fees	0.5%	%	\$ 274,634.00	\$ 1,373.17
Dust Control Permit & Sign	0.5%	%	\$ 274,634.00	\$ 1,373.17
Staking/Survey	1.5%	%	\$ 274,634.00	\$ 4,119.51
Soils Reports/Testing	1.5%	%	\$ 274,634.00	\$ 4,119.51
Engineer of Record	1.5%	%	\$ 274,634.00	\$ 4,119.51
Performance Bond	1.0%	%	\$ 274,634.00	\$ 2,746.34
Warranty Bond	1.0%	%	\$ 27,463.40	\$ 274.63
Reproduction	0.5%	%	\$ 274,634.00	\$ 1,373.17
ROW/Easement Acquisition	-	LS	\$ -	\$ -
Total Soft Costs	1,431	LF	\$ 27.06	\$ 38,723.39
24" PVC F-679 Pipe, in place	1,431	LF	\$ 100.00	\$ 143,100.00
5' Dia Manhole	3	EA	\$ 10,000.00	\$ 30,000.00
5' Dia Manhole Adjustment/Collar	3	EA	\$ 500.00	\$ 1,500.00
Connect/Plug	1	EA	\$ 5,000.00	\$ 5,000.00
MWD Bore	1	LS	\$ 75,000.00	\$ 75,000.00
SWPPP	1,431	LF	\$ 5.00	\$ 7,155.00
Construction Water	1,431	LF	\$ 3.00	\$ 4,293.00
Revegetation/Stabilization	1,431	LF	\$ 2.50	\$ 3,577.50
Repairs/Warranty	1,431	LF	\$ 3.50	\$ 5,008.50
Total Hard Costs	1,431	LF	\$ 191.92	\$ 274,634.00
TOTAL COSTS	1,431	LF	\$ 218.98	\$ 313,357.39
Taxes included in line items above				
Contingency	15%	%	\$ 313,357.39	\$ 47,003.61
Project Management	3.5%	%	\$ 313,357.39	\$ 10,967.51
TOTAL PROJECT COSTS	1,431	LF	\$ 259.49	\$ 371,328.51
BUY IN	790.1	Gr. Ac.	\$ 469.98	\$ 371,328.51

Budget - Mercado 03.30.17

EXHIBIT D-1**BUDGET - BULLARD PH 2**

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	3.0%	%	\$ 292,636.00	\$ 8,779.08
Other Consultants	0.5%	%	\$ 292,636.00	\$ 1,463.18
Review & Recording Fees	1.0%	%	\$ 292,636.00	\$ 2,926.36
Environmental/Remediation	0.0%	%	\$ 292,636.00	\$ -
Construction Permits	2.5%	%	\$ 292,636.00	\$ 7,315.90
MCESD Fees	0.5%	%	\$ 292,636.00	\$ 1,463.18
Dust Control Permit & Sign	0.5%	%	\$ 292,636.00	\$ 1,463.18
Staking/Survey	1.5%	%	\$ 292,636.00	\$ 4,389.54
Soils Reports/Testing	1.5%	%	\$ 292,636.00	\$ 4,389.54
Engineer of Record	1.5%	%	\$ 292,636.00	\$ 4,389.54
Performance Bond	1.0%	%	\$ 292,636.00	\$ 2,926.36
Warranty Bond	1.0%	%	\$ 29,263.60	\$ 292.64
Reproduction	0.5%	%	\$ 292,636.00	\$ 1,463.18
ROW/Easement Acquisition	-	LS	\$ -	\$ -
Total Soft Costs	2,059	LF	\$ 20.04	\$ 41,261.68
21" PVC F-679 Pipe, in place	2,059	LF	\$ 90.00	\$ 185,310.00
5' Dia Manhole	7	EA	\$ 10,000.00	\$ 70,000.00
5' Dia Manhole Adjustment/Collar	7	EA	\$ 500.00	\$ 3,500.00
Connect/Plug	1	EA	\$ 5,000.00	\$ 5,000.00
MWD Bore	-	LS	\$ -	\$ -
SWPPP	2,059	LF	\$ 5.00	\$ 10,295.00
Construction Water	2,059	LF	\$ 3.00	\$ 6,177.00
Revegetation/Stabilization	2,059	LF	\$ 2.50	\$ 5,147.50
Repairs/Warranty	2,059	LF	\$ 3.50	\$ 7,206.50
Total Hard Costs	2,059	LF	\$ 142.13	\$ 292,636.00
TOTAL COSTS	2,059	LF	\$ 162.16	\$ 333,897.68
Taxes included in line items above				
Contingency	15%	%	\$ 333,897.68	\$ 50,084.65
Project Management	3.5%	%	\$ 333,897.68	\$ 11,686.42
TOTAL PROJECT COSTS	2,059	LF	\$ 192.17	\$ 395,668.75
BUY IN	629.8	Gr. Ac.	\$ 628.27	\$ 395,668.75

EXHIBIT D-1

BUDGET - LITCHFIELD

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	3.0%	%	\$ 124,600.00	\$ 3,738.00
Other Consultants	0.5%	%	\$ 124,600.00	\$ 623.00
Review & Recording Fees	1.0%	%	\$ 124,600.00	\$ 1,246.00
Environmental/Remediation	0.0%	%	\$ 124,600.00	\$ -
Construction Permits	2.5%	%	\$ 124,600.00	\$ 3,115.00
MCESD Fees	0.5%	%	\$ 124,600.00	\$ 623.00
Dust Control Permit & Sign	0.5%	%	\$ 124,600.00	\$ 623.00
Staking/Survey	1.5%	%	\$ 124,600.00	\$ 1,869.00
Soils Reports/Testing	1.5%	%	\$ 124,600.00	\$ 1,869.00
Engineer of Record	1.5%	%	\$ 124,600.00	\$ 1,869.00
Performance Bond	1.0%	%	\$ 124,600.00	\$ 1,246.00
Warranty Bond	1.0%	%	\$ 12,460.00	\$ 124.60
Reproduction	0.5%	%	\$ 124,600.00	\$ 623.00
ROW/Easement Acquisition	-	LS	\$ -	\$ -
Total Soft Costs	1,000	LF	\$ 17.57	\$ 17,568.60
15" PVC F-679 Pipe, in place	1,000	LF	\$ 75.00	\$ 75,000.00
5' Dia Manhole	3	EA	\$ 9,700.00	\$ 29,100.00
5' Dia Manhole Adjustment/Collar	3	EA	\$ 500.00	\$ 1,500.00
Connect/Plug	1	EA	\$ 5,000.00	\$ 5,000.00
MWD Bore	-	LS	\$ -	\$ -
SWPPP	1,000	LF	\$ 5.00	\$ 5,000.00
Construction Water	1,000	LF	\$ 3.00	\$ 3,000.00
Revegetation/Stabilization	1,000	LF	\$ 2.50	\$ 2,500.00
Repairs/Warranty	1,000	LF	\$ 3.50	\$ 3,500.00
Total Hard Costs	1,000	LF	\$ 124.60	\$ 124,600.00
TOTAL COSTS	1,000	LF	\$ 142.17	\$ 142,168.60
Taxes included in line items above				
Contingency	15%	%	\$ 142,168.60	\$ 21,325.29
Project Management	3.5%	%	\$ 142,168.60	\$ 4,975.90
TOTAL PROJECT COSTS	1,000	LF	\$ 168.47	\$ 168,469.79
BUY IN	522.1	Gr. Ac.	\$ 322.66	\$ 168,469.79

EXHIBIT D-2

DEPICTION OF THE SEWER BUY-IN FEE AREA

is not recordable
due to font size and shading through text

for a copy of Exhibit D-2
contact the Surprise City Clerk
16000 N. Civic Center Plaza
Surprise, Arizona 85374
623-222-1200

EXHIBIT D-3

SEWER BUY-IN FEE SPREADSHEET

is not recordable
due to font size and shading through text

for a copy of Exhibit D-3
contact the Surprise City Clerk
16000 N. Civic Center Plaza
Surprise, Arizona 85374
623-222-1200

EXHIBIT E-1

Happy Valley Road East Improvements' Budget

EXHIBIT E-1**BUDGET - HAPPY VALLEY WEST - 163RD INTERSECTION**

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	3.0%	%	\$ 453,500.00	\$ 13,605.00
Other Consultants	0.5%	%	\$ 453,500.00	\$ 2,267.50
Review & Recording Fees	1.0%	%	\$ 453,500.00	\$ 4,535.00
Environmental/Remediation	0.0%	%	\$ 453,500.00	\$ -
Construction Permits	2.5%	%	\$ 453,500.00	\$ 11,337.50
MCESD Fees	0.5%	%	\$ 453,500.00	\$ 2,267.50
Dust Control Permit & Sign	0.5%	%	\$ 453,500.00	\$ 2,267.50
Staking/Survey	1.5%	%	\$ 453,500.00	\$ 6,802.50
Soils Reports/Testing	1.5%	%	\$ 453,500.00	\$ 6,802.50
Engineer of Record	1.5%	%	\$ 453,500.00	\$ 6,802.50
Performance Bond	1.0%	%	\$ 453,500.00	\$ 4,535.00
Warranty Bond	1.0%	%	\$ 45,350.00	\$ 453.50
Reproduction	0.5%	%	\$ 453,500.00	\$ 2,267.50
Total Soft Costs				\$ 63,943.50
Traffic Signal	1	EA	\$ 275,000.00	\$ 275,000.00
163rd Intersection	1	LS	\$ 150,000.00	\$ 150,000.00
Total Hard Costs				\$ 425,000.00
Weed Control	-	AC	\$ 1,000.00	\$ -
SWPPP Erosion Control	1	LS	\$ 15,000.00	\$ 15,000.00
Construction Water	1	LS	\$ 5,000.00	\$ 5,000.00
Repairs & Warranty (Hard Costs)	2.0%	%	\$ 425,000.00	\$ 8,500.00
Total Misc. Costs				\$ 28,500.00
TOTAL COSTS				\$ 517,443.50
Taxes included in line items above				
Contingency	15%	%	\$ 908,801.26	\$ 136,320.19
Project Management	3.5%	%	\$ 908,801.26	\$ 31,808.04
TOTAL INTERSECTION COSTS	16,822	FFt	\$ 40.75	\$ 685,571.73
BUY IN - GROSS FRONT FOOT	16,822	FFt	\$ 40.75	\$ 685,571.73

EXHIBIT E-1**BUDGET - HAPPY VALLEY WEST - WATERLINE**

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	3.0%	%	\$ 796,495.40	\$ 23,894.86
Other Consultants	0.5%	%	\$ 796,495.40	\$ 3,982.48
Review & Recording Fees	1.0%	%	\$ 796,495.40	\$ 7,964.95
Environmental/Remediation	0.0%	%	\$ 796,495.40	\$ -
Construction Permits	2.5%	%	\$ 796,495.40	\$ 19,912.39
MCESD Fees	0.5%	%	\$ 796,495.40	\$ 3,982.48
Dust Control Permit & Sign	0.5%	%	\$ 796,495.40	\$ 3,982.48
Staking/Survey	1.5%	%	\$ 796,495.40	\$ 11,947.43
Soils Reports/Testing	1.5%	%	\$ 796,495.40	\$ 11,947.43
Engineer of Record	1.5%	%	\$ 796,495.40	\$ 11,947.43
Performance Bond	1.0%	%	\$ 796,495.40	\$ 7,964.95
Warranty Bond	1.0%	%	\$ 79,649.54	\$ 796.50
Reproduction	0.5%	%	\$ 796,495.40	\$ 3,982.48
Total Soft Costs				\$ 112,305.86
Water - 16" - DIP	8,511	LF	\$ 70.00	\$ 595,770.00
Water - 12" - DIP	200	LF	\$ 50.00	\$ 10,000.00
Water - 8" - C909 CI 150	-	LF	\$ 17.00	\$ -
Valve - 16"	11	EA	\$ 9,200.00	\$ 101,200.00
Valve - 12"	4	EA	\$ 3,400.00	\$ 13,600.00
Valve - 8"	-	EA	\$ 2,700.00	\$ -
Firehydrant Assembly	15	EA	\$ 1,300.00	\$ 19,500.00
Blow Off, Install or Remove	8	EA	\$ 2,650.00	\$ 21,200.00
Total Water				\$ 761,270.00
Weed Control	-	AC	\$ 1,000.00	\$ -
SWPPP Erosion Control	1	LS	\$ 15,000.00	\$ 15,000.00
Construction Water	1	LS	\$ 5,000.00	\$ 5,000.00
Repairs & Warranty (Hard Costs)	2.0%	%	\$ 761,270.00	\$ 15,225.40
Total Misc. Costs				\$ 35,225.40
TOTAL COSTS				\$ 908,801.26
Taxes included in line items above				
Contingency	15%	%	\$ 908,801.26	\$ 136,320.19
Project Management	3.5%	%	\$ 908,801.26	\$ 31,808.04
TOTAL WATERLINE COSTS	8,411	LF	\$ 128.04	\$ 1,076,929.49
COSTS PER GROSS FRONT FOOT	16,822	FFt	\$ 64.02	\$ 1,076,929.49
less ASLD Lo Zone Frontage	(3,936)	FFt	\$ 64.02	\$ (251,979.22)
less Roadruck Lo Zone Frontage	(656)	FFt	\$ 64.02	\$ (41,996.54)
BUY IN - GROSS FRONT FOOT	12,230	FFt	\$ 64.02	\$ 782,953.73

Budget - Mercado 03.30.17

EXHIBIT E-1**BUDGET - HAPPY VALLEY WEST - ADJACENT WAYS**

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	3.0%	%	\$ 2,697,365.55	\$ 80,920.97
Other Consultants	0.5%	%	\$ 2,697,365.55	\$ 13,486.83
Review & Recording Fees	1.0%	%	\$ 2,697,365.55	\$ 26,973.66
Environmental/Remediation	0.0%	%	\$ 2,697,365.55	\$ -
Construction Permits	2.5%	%	\$ 2,697,365.55	\$ 67,434.14
MCESD Fees	0.5%	%	\$ 2,697,365.55	\$ 13,486.83
Dust Control Permit & Sign	0.5%	%	\$ 2,697,365.55	\$ 13,486.83
Staking/Survey	1.5%	%	\$ 2,697,365.55	\$ 40,460.48
Soils Reports/Testing	1.5%	%	\$ 2,697,365.55	\$ 40,460.48
Engineer of Record	1.5%	%	\$ 2,697,365.55	\$ 40,460.48
Performance Bond	1.0%	%	\$ 2,697,365.55	\$ 26,973.66
Warranty Bond	1.0%	%	\$ 269,736.56	\$ 2,697.37
Drainage Easement Acquisition	6.00	AC	\$ 27,500.00	\$ 165,000.00
Reproduction	0.5%	%	\$ 2,697,365.55	\$ 13,486.83
Total Soft Costs				\$ 545,328.56
Clear, Grubb & Pre-Wet	24.33	AC	\$ 1,000.00	\$ 24,330.00
Cut and Fill	-	CY	\$ 3.50	\$ -
Subgrade Prep	22,429	SY	\$ 4.50	\$ 100,930.50
Import	51,000	CY	\$ 13.50	\$ 688,500.00
RCB Outfall Channel	4,300	LF	\$ 50.00	\$ 215,000.00
Construction Water	48.66	AF	\$ 1,000.00	\$ 48,660.00
Total Grading				\$ 1,077,420.50
36" RGRCP, 70' Crossing		EA	\$ 9,450.00	\$ -
3-8'x4'x92' RCB, complete	92	LF	\$ 1,296.00	\$ 119,232.00
4-10'x4'x92' RCB, complete	92	LF	\$ 1,944.00	\$ 178,848.00
1-4'x4'x92' RCB, complete	92	LF	\$ 487.00	\$ 44,804.00
4-10'x4'x92' RCB, complete	92	LF	\$ 1,944.00	\$ 178,848.00
7-10'x4'x92' RCB, complete	92	LF	\$ 3,157.00	\$ 290,444.00
Headwall	-	EA	\$ 2,150.00	\$ -
Rip Rap		SY	\$ 30.00	\$ -
Manhole, 5' Dia		EA	\$ 4,500.00	\$ -
Catch Basin		EA	\$ 2,800.00	\$ -
Dry Well & Test (0.2 cfs)		EA	\$ 12,400.00	\$ -
Total Drainage				\$ 812,176.00

EXHIBIT E-1**BUDGET - HAPPY VALLEY WEST - ADJACENT WAYS (CONTINUED)**

ITEM	QTY	UNIT	UP	EXTENSION
Curb & Gutter, Roll & Vertical	8,411	LF	\$ 8.25	\$ 69,390.75
Sidewalk		SF	\$ 2.15	\$ -
Parkway Grading	16,822	LF	\$ 0.70	\$ 11,775.40
Valley Gutters & Aprons, Intersection		EA	\$ 2,000.00	\$ -
HC Ramps		EA	\$ 600.00	\$ -
Paving, 3" AC on 13" AB	22,429	SY	\$ 26.00	\$ 583,154.00
Paving - MAG Edge	8,411	LF	\$ 5.00	\$ 42,055.00
Remake Subgrade	22,429	SY	\$ 0.75	\$ 16,821.75
Street Sign Bases & Signs		EA	\$ 500.00	\$ -
Barricade, Install or Remove		LF	\$ 25.00	\$ -
Adjust Manhole		EA	\$ 400.00	\$ -
Adjust Water Valve	30	EA	\$ 370.00	\$ 11,100.00
Survey Monument	12	EA	\$ 135.00	\$ 1,620.00
Misc - R&R Signs, Fence, Etc.		LS	\$ -	\$ -
Striping	33,644	LF	\$ 1.00	\$ 33,644.00
Total Concrete & Paving				\$ 769,560.90
Weed Control	-	AC	\$ 1,000.00	\$ -
SWPPP Erosion Control	24.33	AC	\$ 1,000.00	\$ 24,330.00
Repairs & Warranty (Curb & Sidewalk)	20%	%	\$ 69,390.75	\$ 13,878.15
Total Misc. Costs				\$ 38,208.15
TOTAL COSTS				\$ 3,242,694.11
Taxes included in line items above				
Contingency	15%	%	\$ 3,242,694.11	\$ 486,404.12
Project Management	3.5%	%	\$ 3,242,694.11	\$ 113,494.29
TOTAL ADJACENT WAYS COSTS	8,411	LF	\$ 456.85	\$ 3,842,592.52
BUY IN - GROSS FRONT FOOT	8,411	FFt	\$ 456.85	\$ 3,842,592.52

EXHIBIT E-1**BUDGET - HAPPY VALLEY WEST - WB ROW (ACE) APN 503-55-004**

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	2.5%	%	\$ 31,350.00	\$ 783.75
Other Consultants	1.0%	%	\$ 31,350.00	\$ 313.50
Review & Recording Fees	0.5%	%	\$ 31,350.00	\$ 156.75
Staking/Survey	1.5%	%	\$ 31,350.00	\$ 470.25
Legal Fees	10.0%	%	\$ 31,350.00	\$ 3,135.00
Condemnation Costs	-	LS	\$ 50,000.00	\$ -
ROW Acquisition - North	1.14	AC	\$ 27,500.00	\$ 31,350.00
ROW Acquisition - South	-	AC	\$ 27,500.00	\$ -
Total Costs				\$ 36,209.25
Contingency	15%	%	\$ 36,209.25	\$ 5,431.39
Project Management	3.5%	%	\$ 36,209.25	\$ 1,267.32
TOTAL ROW COSTS	1.14	AC	\$ 37,638.56	\$ 42,907.96
BUY IN - GROSS FRONT FOOT	538	FFt	\$ 79.75	\$ 42,907.96

BUDGET - HAPPY VALLEY WEST - WB ROW (BANK) APN 503-55-016

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	2.5%	%	\$ 76,175.00	\$ 1,904.38
Other Consultants	1.0%	%	\$ 76,175.00	\$ 761.75
Review & Recording Fees	0.5%	%	\$ 76,175.00	\$ 380.88
Staking/Survey	1.5%	%	\$ 76,175.00	\$ 1,142.63
Legal Fees	10.0%	%	\$ 76,175.00	\$ 7,617.50
Condemnation Costs	-	LS	\$ 50,000.00	\$ -
ROW Acquisition - North	2.77	AC	\$ 27,500.00	\$ 76,175.00
ROW Acquisition - South	-	AC	\$ 27,500.00	\$ -
Total Costs				\$ 87,982.14
Contingency	15%	%	\$ 87,982.14	\$ 13,197.32
Project Management	3.5%	%	\$ 87,982.14	\$ 3,079.37
TOTAL ROW COSTS	2.77	AC	\$ 37,638.57	\$ 104,258.83
BUY IN - GROSS FRONT FOOT	1,313	FFt	\$ 79.41	\$ 104,258.83

BUDGET - HAPPY VALLEY WEST - WB ROW (TVW) APN 503-55-0015B/015A

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	2.5%	%	\$ 152,350.00	\$ 3,808.75
Other Consultants	1.0%	%	\$ 152,350.00	\$ 1,523.50
Review & Recording Fees	0.5%	%	\$ 152,350.00	\$ 761.75
Staking/Survey	1.5%	%	\$ 152,350.00	\$ 2,285.25
Legal Fees	10.0%	%	\$ 152,350.00	\$ 15,235.00
Condemnation Costs	-	LS	\$ 50,000.00	\$ -
ROW Acquisition - North	5.54	AC	\$ 27,500.00	\$ 152,350.00
ROW Acquisition - South	-	AC	\$ 27,500.00	\$ -
Total Costs				\$ 175,964.25
Contingency	15%	%	\$ 175,964.25	\$ 26,394.64
Project Management	3.5%	%	\$ 175,964.25	\$ 6,158.75
TOTAL ROW COSTS	5.54	AC	\$ 37,638.56	\$ 208,517.64
BUY IN - GROSS FRONT FOOT	2,624	FFt	\$ 79.47	\$ 208,517.64

Budget - Mercado 03.30.17

EXHIBIT E-1**BUDGET - HAPPY VALLEY WEST - WB ROW (TVE) APN 503-55-0011B/012**

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	2.5%	%	\$ 152,350.00	\$ 3,808.75
Other Consultants	1.0%	%	\$ 152,350.00	\$ 1,523.50
Review & Recording Fees	0.5%	%	\$ 152,350.00	\$ 761.75
Staking/Survey	1.5%	%	\$ 152,350.00	\$ 2,285.25
Legal Fees	10.0%	%	\$ 152,350.00	\$ 15,235.00
Condemnation Costs	-	LS	\$ 50,000.00	\$ -
ROW Acquisition - North	5.54	AC	\$ 27,500.00	\$ 152,350.00
ROW Acquisition - South	-	AC	\$ 27,500.00	\$ -
Total Costs				\$ 175,964.25
Contingency	15%	%	\$ 175,964.25	\$ 26,394.64
Project Management	3.5%	%	\$ 175,964.25	\$ 6,158.75
TOTAL ROW COSTS	5.54	AC	\$ 37,638.56	\$ 208,517.64
BUY IN - GROSS FRONT FOOT	2,624	FFt	\$ 79.47	\$ 208,517.64

BUDGET - HAPPY VALLEY WEST - WB ROW (MAZIA) APN 503-55-013B

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	2.5%	%	\$ 38,225.00	\$ 955.63
Other Consultants	1.0%	%	\$ 38,225.00	\$ 382.25
Review & Recording Fees	0.5%	%	\$ 38,225.00	\$ 191.13
Staking/Survey	1.5%	%	\$ 38,225.00	\$ 573.38
Legal Fees	10.0%	%	\$ 38,225.00	\$ 3,822.50
Condemnation Costs	-	LS	\$ 50,000.00	\$ -
ROW Acquisition - North	1.39	AC	\$ 27,500.00	\$ 38,225.00
ROW Acquisition - South	-	AC	\$ 27,500.00	\$ -
Total Costs				\$ 44,149.89
Contingency	15%	%	\$ 44,149.89	\$ 6,622.48
Project Management	3.5%	%	\$ 44,149.89	\$ 1,545.25
TOTAL ROW COSTS	1.39	AC	\$ 37,638.58	\$ 52,317.62
BUY IN - GROSS FRONT FOOT	656	FFt	\$ 79.75	\$ 52,317.62

BUDGET - HAPPY VALLEY WEST - WB ROW (ROADRUCK) APN 503-55-013A

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	2.5%	%	\$ 38,225.00	\$ 955.63
Other Consultants	1.0%	%	\$ 38,225.00	\$ 382.25
Review & Recording Fees	0.5%	%	\$ 38,225.00	\$ 191.13
Staking/Survey	1.5%	%	\$ 38,225.00	\$ 573.38
Legal Fees	10.0%	%	\$ 38,225.00	\$ 3,822.50
Condemnation Costs	-	LS	\$ 50,000.00	\$ -
ROW Acquisition - North	1.39	AC	\$ 27,500.00	\$ 38,225.00
ROW Acquisition - South	-	AC	\$ 27,500.00	\$ -
Total Costs				\$ 44,149.89
Contingency	15%	%	\$ 44,149.89	\$ 6,622.48
Project Management	3.5%	%	\$ 44,149.89	\$ 1,545.25
TOTAL ROW COSTS	1.39	AC	\$ 37,638.58	\$ 52,317.62
BUY IN - GROSS FRONT FOOT	656	FFt	\$ 79.75	\$ 52,317.62

Budget - Mercado 03.30.17

EXHIBIT E-1**BUDGET - HAPPY VALLEY WEST - EB ROW (YARNELL) APN 503-56-001A**

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	2.5%	%	\$ 23,100.00	\$ 577.50
Other Consultants	1.0%	%	\$ 23,100.00	\$ 231.00
Review & Recording Fees	0.5%	%	\$ 23,100.00	\$ 115.50
Staking/Survey	1.5%	%	\$ 23,100.00	\$ 346.50
Legal Fees	10.0%	%	\$ 23,100.00	\$ 2,310.00
Condemnation Costs	-	LS	\$ 50,000.00	\$ -
ROW Acquisition - North	-	AC	\$ 27,500.00	\$ -
ROW Acquisition - South	0.84	AC	\$ 27,500.00	\$ 23,100.00
Total Costs				\$ 26,680.50
Contingency	15%	%	\$ 26,680.50	\$ 4,002.08
Project Management	3.5%	%	\$ 26,680.50	\$ 933.82
TOTAL ROW COSTS	0.84	AC	\$ 37,638.57	\$ 31,616.40
BUY IN - GROSS FRONT FOOT	538	FFt	\$ 58.77	\$ 31,616.40

BUDGET - HAPPY VALLEY WEST - EB ROW (163/HVR) APN 503-56-001B

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	2.5%	%	\$ 56,375.00	\$ 1,409.38
Other Consultants	1.0%	%	\$ 56,375.00	\$ 563.75
Review & Recording Fees	0.5%	%	\$ 56,375.00	\$ 281.88
Staking/Survey	1.5%	%	\$ 56,375.00	\$ 845.63
Legal Fees	10.0%	%	\$ 56,375.00	\$ 5,637.50
Condemnation Costs	-	LS	\$ 50,000.00	\$ -
ROW Acquisition - North	-	AC	\$ 27,500.00	\$ -
ROW Acquisition - South	2.05	AC	\$ 27,500.00	\$ 56,375.00
Total Costs				\$ 65,113.14
Contingency	15%	%	\$ 65,113.14	\$ 9,766.97
Project Management	3.5%	%	\$ 65,113.14	\$ 2,278.96
TOTAL ROW COSTS	2.05	AC	\$ 37,638.57	\$ 77,159.07
BUY IN - GROSS FRONT FOOT	1,313	FFt	\$ 58.77	\$ 77,159.07

BUDGET - HAPPY VALLEY WEST - EB ROW (DAOUD) APN 503-56-002N

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	2.5%	%	\$ 28,050.00	\$ 701.25
Other Consultants	1.0%	%	\$ 28,050.00	\$ 280.50
Review & Recording Fees	0.5%	%	\$ 28,050.00	\$ 140.25
Staking/Survey	1.5%	%	\$ 28,050.00	\$ 420.75
Legal Fees	10.0%	%	\$ 28,050.00	\$ 2,805.00
Condemnation Costs	-	LS	\$ 50,000.00	\$ -
ROW Acquisition - North	-	AC	\$ 27,500.00	\$ -
ROW Acquisition - South	1.02	AC	\$ 27,500.00	\$ 28,050.00
Total Costs				\$ 32,397.75
Contingency	15%	%	\$ 32,397.75	\$ 4,859.66
Project Management	3.5%	%	\$ 32,397.75	\$ 1,133.92
TOTAL ROW COSTS	1.02	AC	\$ 37,638.56	\$ 38,391.33
BUY IN - GROSS FRONT FOOT	656	FFt	\$ 58.52	\$ 38,391.33

Budget - Mercado 03.30.17

EXHIBIT E-1**BUDGET - HAPPY VALLEY WEST - EB ROW (PENSCO) APN 503-56-002S**

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	2.5%	%	\$ 28,050.00	\$ 701.25
Other Consultants	1.0%	%	\$ 28,050.00	\$ 280.50
Review & Recording Fees	0.5%	%	\$ 28,050.00	\$ 140.25
Staking/Survey	1.5%	%	\$ 28,050.00	\$ 420.75
Legal Fees	10.0%	%	\$ 28,050.00	\$ 2,805.00
Condemnation Costs	-	LS	\$ 50,000.00	\$ -
ROW Acquisition - North	-	AC	\$ 27,500.00	\$ -
ROW Acquisition - South	1.02	AC	\$ 27,500.00	\$ 28,050.00
Total Costs				\$ 32,397.75
Contingency	15%	%	\$ 32,397.75	\$ 4,859.66
Project Management	3.5%	%	\$ 32,397.75	\$ 1,133.92
TOTAL ROW COSTS	1.02	AC	\$ 37,638.56	\$ 38,391.33
BUY IN - GROSS FRONT FOOT	656	FFt	\$ 58.52	\$ 38,391.33

BUDGET - HAPPY VALLEY WEST - EB ROW (KUCZYK) APN 503-56-002H

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	2.5%	%	\$ 28,050.00	\$ 701.25
Other Consultants	1.0%	%	\$ 28,050.00	\$ 280.50
Review & Recording Fees	0.5%	%	\$ 28,050.00	\$ 140.25
Staking/Survey	1.5%	%	\$ 28,050.00	\$ 420.75
Legal Fees	10.0%	%	\$ 28,050.00	\$ 2,805.00
Condemnation Costs	-	LS	\$ 50,000.00	\$ -
ROW Acquisition - North	-	AC	\$ 27,500.00	\$ -
ROW Acquisition - South	1.02	AC	\$ 27,500.00	\$ 28,050.00
Total Costs				\$ 32,397.75
Contingency	15%	%	\$ 32,397.75	\$ 4,859.66
Project Management	3.5%	%	\$ 32,397.75	\$ 1,133.92
TOTAL ROW COSTS	1.02	AC	\$ 37,638.56	\$ 38,391.33
BUY IN - GROSS FRONT FOOT	656	FFt	\$ 58.52	\$ 38,391.33

BUDGET - HAPPY VALLEY WEST - EB ROW (DAY) APN 503-56-002E

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	2.5%	%	\$ 28,050.00	\$ 701.25
Other Consultants	1.0%	%	\$ 28,050.00	\$ 280.50
Review & Recording Fees	0.5%	%	\$ 28,050.00	\$ 140.25
Staking/Survey	1.5%	%	\$ 28,050.00	\$ 420.75
Legal Fees	10.0%	%	\$ 28,050.00	\$ 2,805.00
Condemnation Costs	-	LS	\$ 50,000.00	\$ -
ROW Acquisition - North	-	AC	\$ 27,500.00	\$ -
ROW Acquisition - South	1.02	AC	\$ 27,500.00	\$ 28,050.00
Total Costs				\$ 32,397.75
Contingency	15%	%	\$ 32,397.75	\$ 4,859.66
Project Management	3.5%	%	\$ 32,397.75	\$ 1,133.92
TOTAL ROW COSTS	1.02	AC	\$ 37,638.56	\$ 38,391.33
BUY IN - GROSS FRONT FOOT	656	FFt	\$ 58.52	\$ 38,391.33

Budget - Mercado 03.30.17

EXHIBIT E-1**BUDGET - HAPPY VALLEY WEST - EB ROW (ASLD)**

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	2.5%	%	\$ 168,850.00	\$ 4,221.25
Other Consultants	1.0%	%	\$ 168,850.00	\$ 1,688.50
Review & Recording Fees	0.5%	%	\$ 168,850.00	\$ 844.25
Staking/Survey	1.5%	%	\$ 168,850.00	\$ 2,532.75
Legal Fees	10.0%	%	\$ 168,850.00	\$ 16,885.00
Condemnation Costs	-	LS	\$ 50,000.00	\$ -
ROW Acquisition - North	-	AC	\$ 27,500.00	\$ -
ROW Acquisition - South	6.14	AC	\$ 27,500.00	\$ 168,850.00
Total Costs				\$ 195,021.75
Contingency	15%	%	\$ 195,021.75	\$ 29,253.26
Project Management	3.5%	%	\$ 195,021.75	\$ 6,825.76
TOTAL ROW COSTS	6.14	AC	\$ 37,638.56	\$ 231,100.77
BUY IN - GROSS FRONT FOOT	3,936	FFt	\$ 58.71	\$ 231,100.77

EXHIBIT E-2

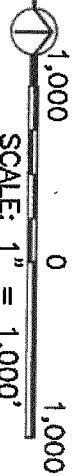
Depiction of the HVE Buy-in Fee Area



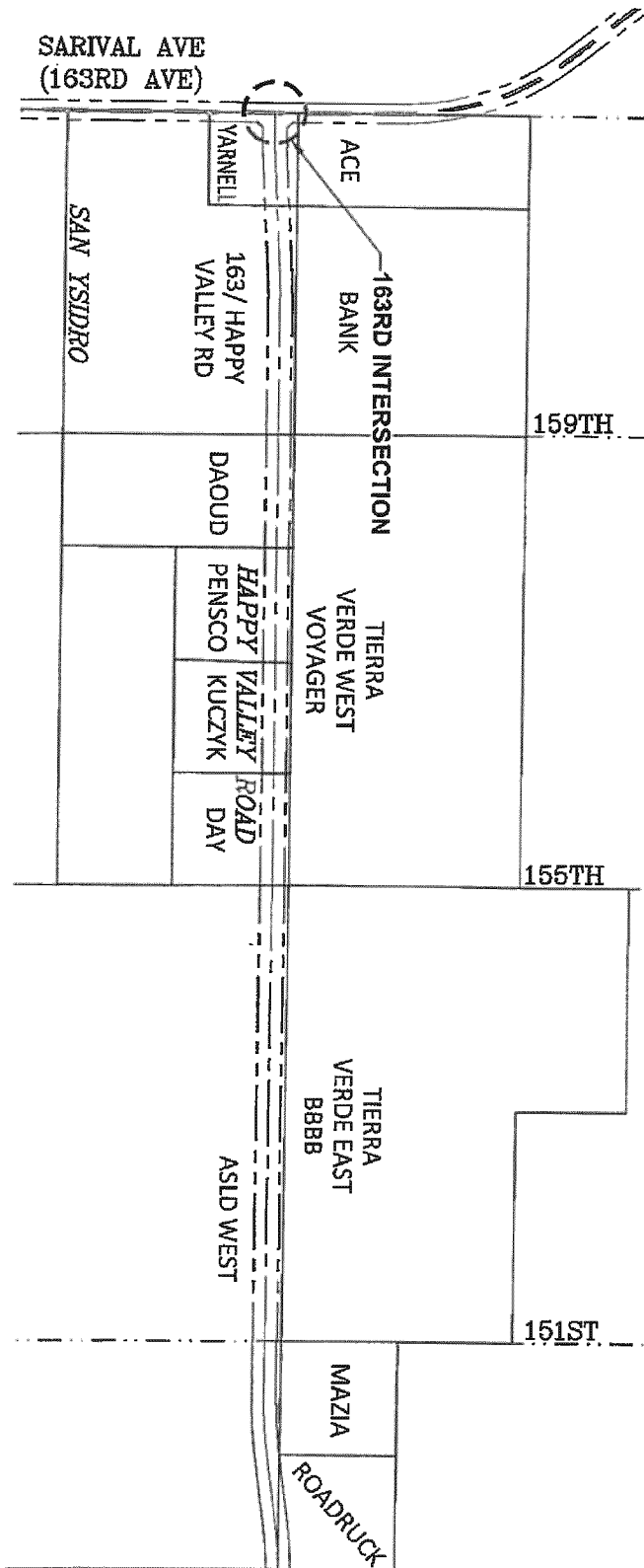
William Lyon Homes

RANCHO MERCADO
HAPPY VALLEY ROAD WEST (HVM) - 163RD INT.
EXHIBIT E-2

02-09-2017



SCALE: 1" = 1,000'

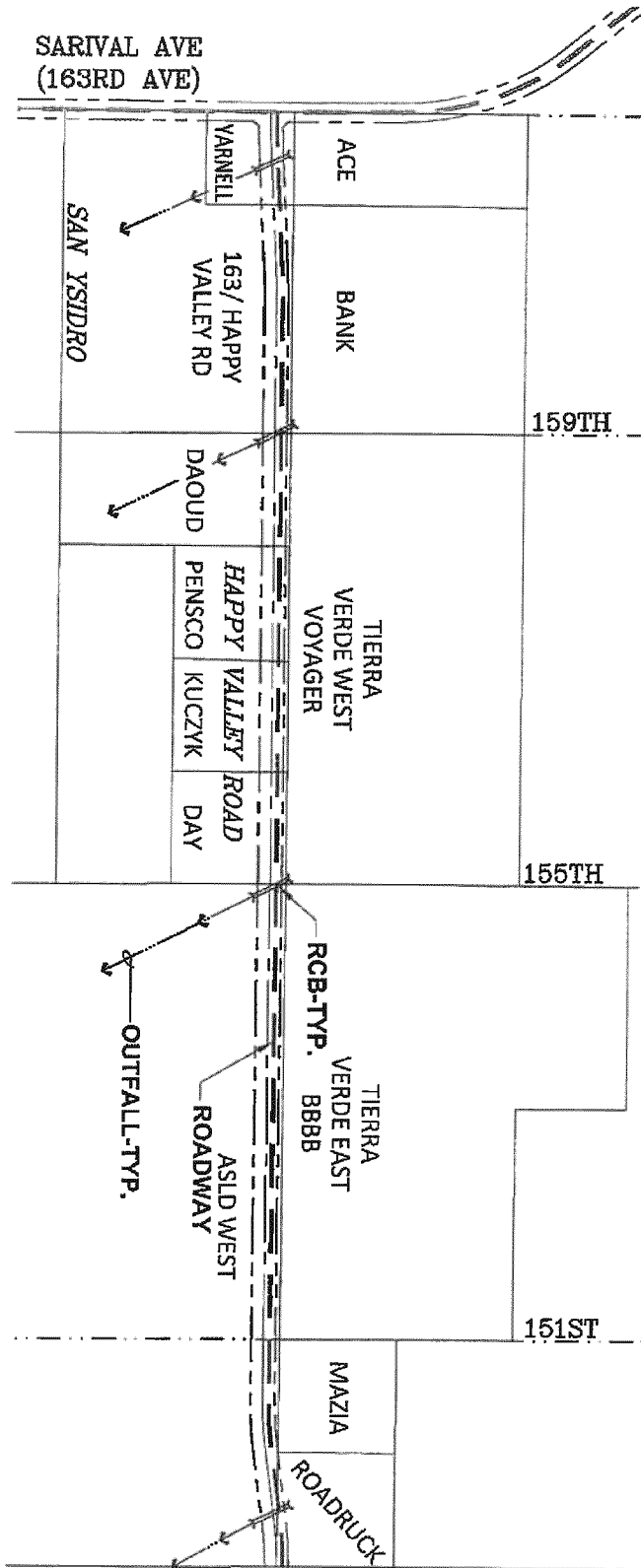
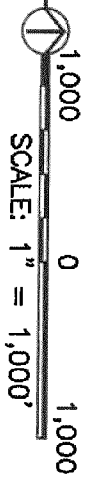




William Lyon Homes

**RANCHO MERCADO
HAPPY VALLEY ROAD WEST (HVV) - ROADWAY & DRAINAGE
EXHIBIT E-2**

02-09-2017

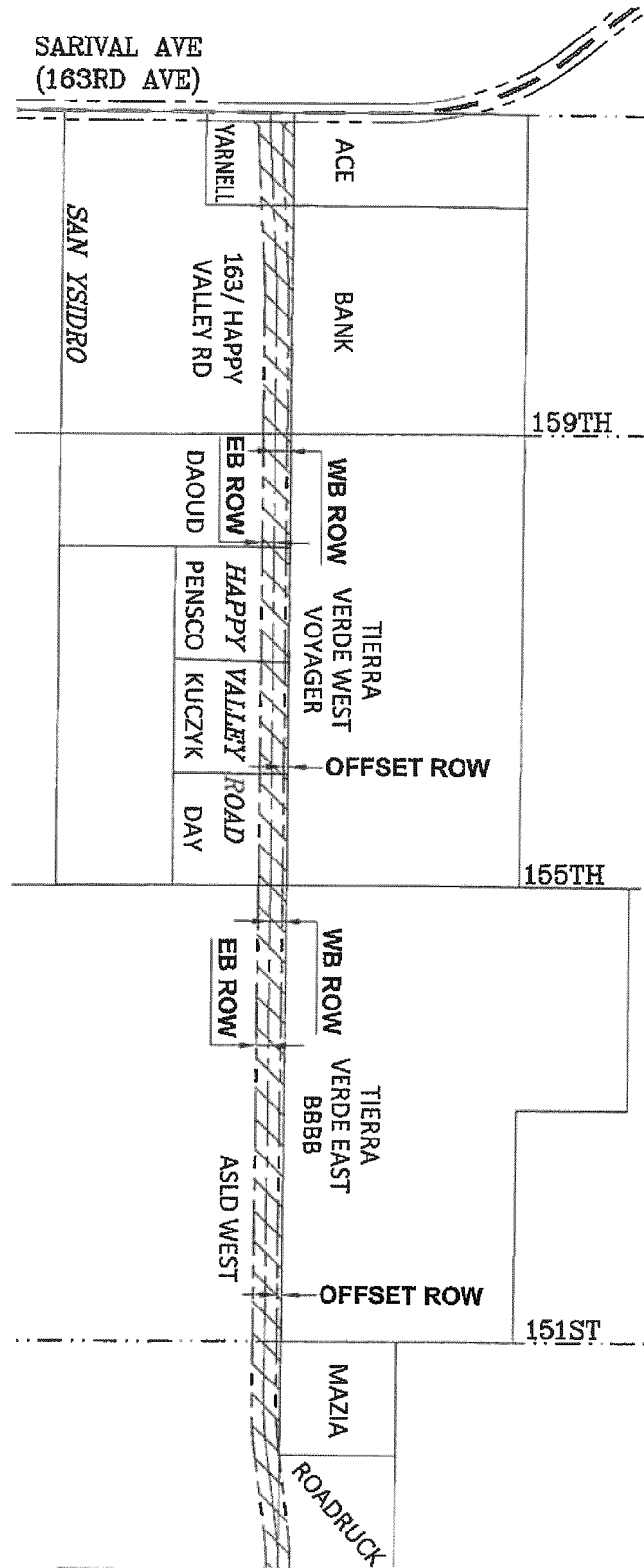




William Lyon Homes

**RANCHO MERCADO
HAPPY VALLEY ROAD WEST (HVV) - ROW
EXHIBIT E-2**

02-09-2017





William Lyon Homes

**RANCHO MERCADO
HAPPY VALLEY ROAD WEST (HW) - WATERLINE**

EXHIBIT E-2

02-09-2017

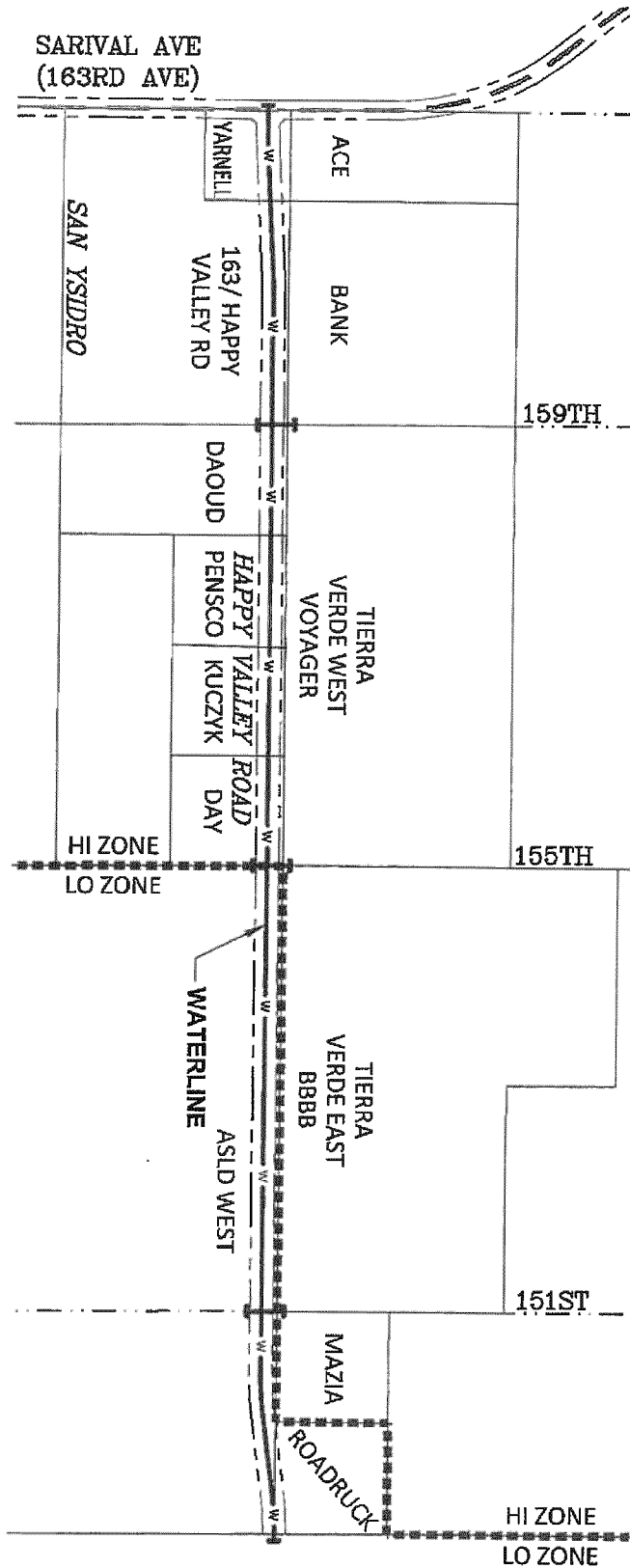
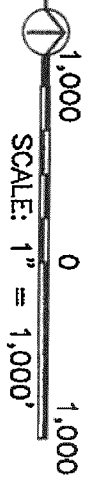


EXHIBIT E-3

HVW BUY-IN FEE SPREADSHEET

is not recordable
due to font size and shading through text

for a copy of Exhibit E-3
contact the Surprise City Clerk
16000 N. Civic Center Plaza
Surprise, Arizona 85374
623-222-1200

EXHIBIT F-1

Happy Valley Road West Improvements' Budget

EXHIBIT F-1**BUDGET - HAPPY VALLEY EAST**

ITEM	QTY	UNIT	UP	EXTENSION
Engineering Design	3.0%	%	\$ 2,769,333.10	\$ 83,079.99
Other Consultants	0.5%	%	\$ 2,769,333.10	\$ 13,846.67
Review & Recording Fees	1.0%	%	\$ 2,769,333.10	\$ 27,693.33
Environmental/Remediation	0.0%	%	\$ 2,769,333.10	\$ -
Construction Permits	2.5%	%	\$ 2,769,333.10	\$ 69,233.33
MCESD Fees	0.5%	%	\$ 2,769,333.10	\$ 13,846.67
Dust Control Permit & Sign	0.5%	%	\$ 2,769,333.10	\$ 13,846.67
Staking/Survey	1.5%	%	\$ 2,769,333.10	\$ 41,540.00
Soils Reports/Testing	1.5%	%	\$ 2,769,333.10	\$ 41,540.00
Engineer of Record	1.5%	%	\$ 2,769,333.10	\$ 41,540.00
Performance Bond	1.0%	%	\$ 2,769,333.10	\$ 27,693.33
Warranty Bond	1.0%	%	\$ 276,933.31	\$ 2,769.33
Reproduction	0.5%	%	\$ 2,769,333.10	\$ 13,846.67
ROW/Easement Acquisition	10.65	AC	\$ 94,153	\$ 1,002,728.95
Total Soft Costs				\$ 1,393,204.94
Clear, Grubb & Pre-Wet	31.95	AC	\$ 1,000.00	\$ 31,950.00
Cut and Fill	68,000	CY	\$ 3.50	\$ 238,000.00
Subgrade Prep	15,858	SY	\$ 4.50	\$ 71,361.00
Padelford RCB Outfall Channel	1	LS	\$ 200,000.00	\$ 200,000.00
Wash #4 RCB Outfall Channel	1	LS	\$ 100,000.00	\$ 100,000.00
Wash 10 East (HVW) RCB Outfall Channel	-	LS	\$ 150,000.00	\$ -
Import		CY	\$ 10.00	\$ -
Export		CY	\$ 5.00	\$ -
Construction Water	63.90	AF	\$ -	\$ -
Total Grading				\$ 641,311.00
Sewer - 15"	-	LF	\$ 40.00	\$ -
Sewer - 12"		LF	\$ 30.00	\$ -
Sewer - 8"	20	LF	\$ 16.00	\$ 320.00
Manhole, 5' Dia	1	EA	\$ 5,000.00	\$ 5,000.00
Plug, install or remove	3	EA	\$ 105.00	\$ 315.00
"T-Top" & Slurry Backfill		LF	\$ 90.00	\$ -
Hydro Vac & Camera	20	LF	\$ 2.00	\$ 40.00
2nd Pressure Test after Drys	20	LF	\$ 1.00	\$ 20.00
Total Sewer				\$ 5,695.00
Water - 16" - DIP	-	LF	\$ 70.00	\$ -
Water - 12" - DIP		LF	\$ 50.00	\$ -
Water - 8" - C909 CI 150	575	LF	\$ 17.00	\$ 9,775.00
Valve - 16"	-	EA	\$ 3,400.00	\$ -
Valve - 12"	-	EA	\$ 2,700.00	\$ -
Valve - 8"	3	EA	\$ 1,300.00	\$ 3,900.00
Firehydrant Assembly	2	EA	\$ 2,650.00	\$ 5,300.00
Blow Off, Install or Remove	4	EA	\$ 850.00	\$ 3,400.00
Total Water				\$ 22,375.00

Budget - Mercado 03.30.17

EXHIBIT F-1

BUDGET - HAPPY VALLEY EAST

ITEM	QTY	UNIT	UP	EXTENSION
36" RGRCP		LF	\$ 150.00	\$ -
Headwall		EA	\$ 2,150.00	\$ -
Rip Rap		SY	\$ 55.00	\$ -
Manhole, 5' Dia		EA	\$ 4,500.00	\$ -
Catch Basin		EA	\$ 2,800.00	\$ -
8-8'x5' RCB, Complete with Headwall, Railing & Rip Rap	180	LF	\$ 3,189.00	\$ 574,020.00
12-10'x6' RCB, Complete with Headwall, Railing & Rip Rap	154	LF	\$ 5,309.00	\$ 817,586.00
7-10'x4' RCB, Complete with Headwall, Railing & Rip Rap	-	LF	\$ 3,157.00	\$ -
Dry Well & Test (0.2 cfs)		EA	\$ 12,400.00	\$ -
Total Drainage				\$ 1,391,606.00
Curb & Gutter, Roll & Vertical	7,136	LF	\$ 8.25	\$ 58,872.00
Sidewalk	-	SF	\$ 2.15	\$ -
Parkway Grading	7,136	LF	\$ 0.70	\$ 4,995.20
Valley Gutters & Aprons, Intersection		EA	\$ 2,000.00	\$ -
HC Ramps		EA	\$ 600.00	\$ -
Paving, 3" AC on 13" AB	15,858	SY	\$ 26.00	\$ 412,308.00
Paving - MAG Edge	7,136	LF	\$ 5.00	\$ 35,680.00
Remake Subgrade	15,858	SY	\$ 0.75	\$ 11,893.50
Street Sign Bases & Signs		EA	\$ 500.00	\$ -
Barricade, Install or Remove	54	LF	\$ 25.00	\$ 1,350.00
Adjust Manhole	1	EA	\$ 400.00	\$ 400.00
Adjust Water Valve	5	EA	\$ 370.00	\$ 1,850.00
Survey Monument	7	EA	\$ 135.00	\$ 945.00
Misc - R&R Signs, Fence, Etc.		LS	\$ -	\$ -
Striping	14,272	LF	\$ 1.00	\$ 14,272.00
Total Concrete & Paving				\$ 542,565.70
APS Design - 12 KV		LF	\$ 105.00	\$ -
APS Design - Feeder	150	LF	\$ 20.00	\$ 3,000.00
Trench & Conduit - 12 KV		LF	\$ 23.00	\$ -
Trench & Conduit - Feeder	150	LF	\$ 20.00	\$ 3,000.00
SWG Design, non-refundable	1	LS	\$ 100,000.00	\$ 100,000.00
Trench Only - Gas	3,568	LF	\$ 4.50	\$ 16,056.00
APS "Shoe Box" - Arterial		EA	\$ 1,100.00	\$ -
APS "Shoe Box" - Collector		EA	\$ 1,000.00	\$ -
APS "Shoe Box" - Residential		EA	\$ 900.00	\$ -
Street Light Connection Fee		EA	\$ 155.00	\$ -
Total Dry Utilities				\$ 122,056.00
Weed Control	31.95	AC	\$ -	\$ -
SWPPP Erosion Control	31.95	AC	\$ 1,000.00	\$ 31,950.00
Repairs & Warranty (Curb & Sidewalk)	20%	%	\$ 58,872.00	\$ 11,774.40
Total Misc. Costs				\$ 43,724.40
TOTAL COSTS				\$ 4,162,538.04
Taxes included in line items above				

EXHIBIT F-1**BUDGET - HAPPY VALLEY EAST**

ITEM	QTY	UNIT	UP	EXTENSION
Project Management	3.5%	%	\$ 4,162,538.04	\$ 145,688.83
TOTAL PROJECT COSTS				\$ 4,932,607.58
BUY IN - GROSS ACRES	3,014.6	Gr.Ac.	\$ 1,636.26	\$ 4,932,607.58

Budget - Mercado 03.30.17

EXHIBIT F-2

DEPICTION OF THE HWW BUY-IN FEE AREA

is not recordable
due to font size

for a copy of Exhibit F-2
contact the Surprise City Clerk
16000 N. Civic Center Plaza
Surprise, Arizona 85374
623-222-1200

EXHIBIT F-3

HPW BUY-IN FEE SPREADSHEET

is not recordable
due to font size and shading through text

for a copy of Exhibit F-3
contact the Surprise City Clerk
16000 N. Civic Center Plaza
Surprise, Arizona 85374
623-222-1200

EXHIBIT A

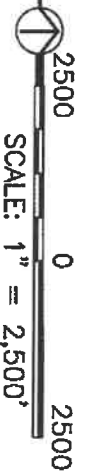
Legal Description and Depiction of the Benefited Area



William Lyon Homes

**RANCHO MERCADO
BENEFITED AREA
EXHIBIT A**

SEPTEMBER 8, 2016



- LEGEND**
- EXISTING PAVED ROAD
 - PROPOSED ROAD
 - STATE LAND
 - SECTION NUMBER

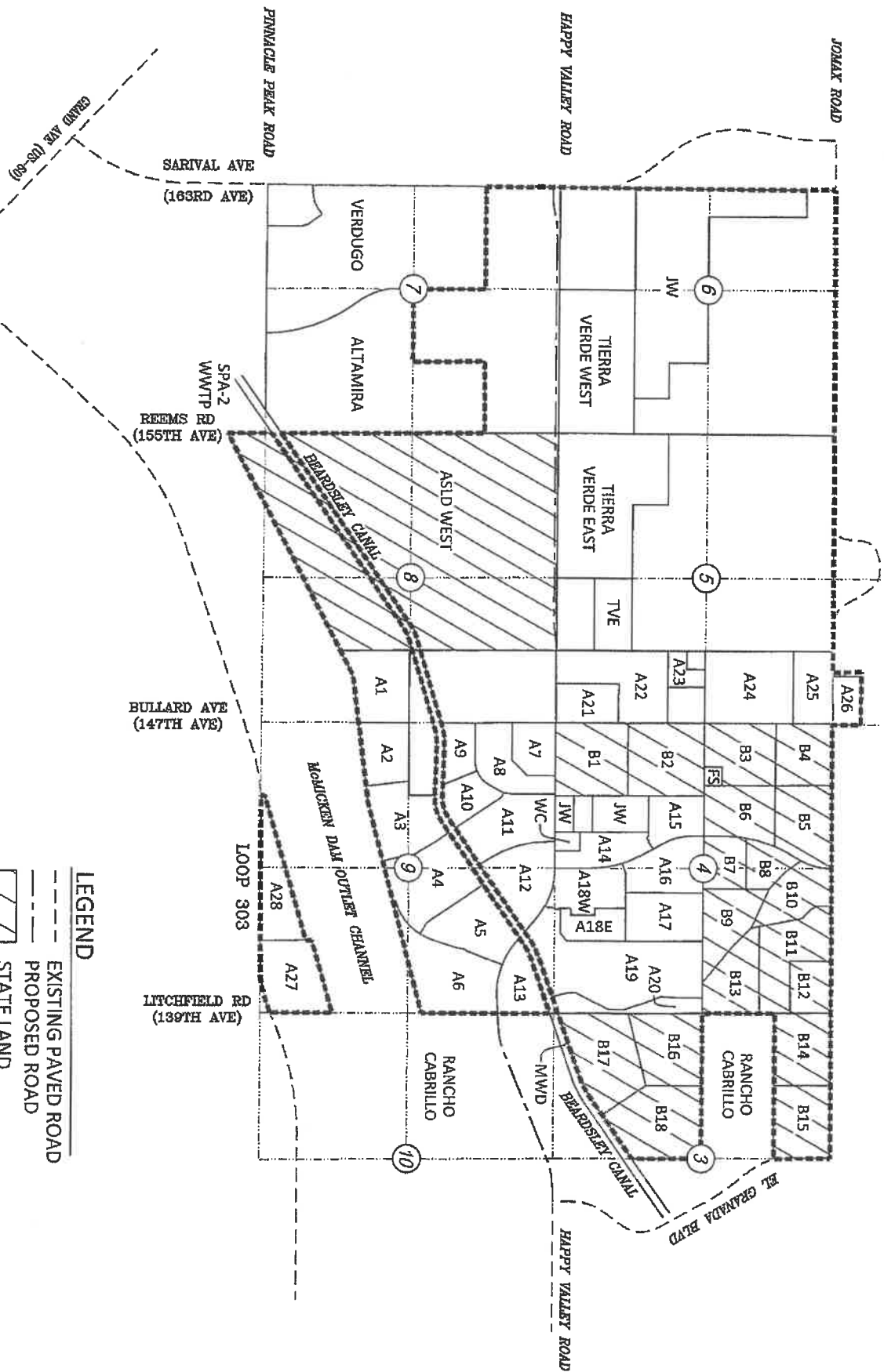


EXHIBIT B-2

Depiction of the Water Buy-in Fee Area



William Lyon Homes

RANCHO MERCADO WATER EXHIBIT B-2

10-21-2016



LEGEND

- EXISTING PAVED ROAD
- - - PROPOSED ROAD
- ▨ STATE LAND
- ⑩ SECTION NUMBER

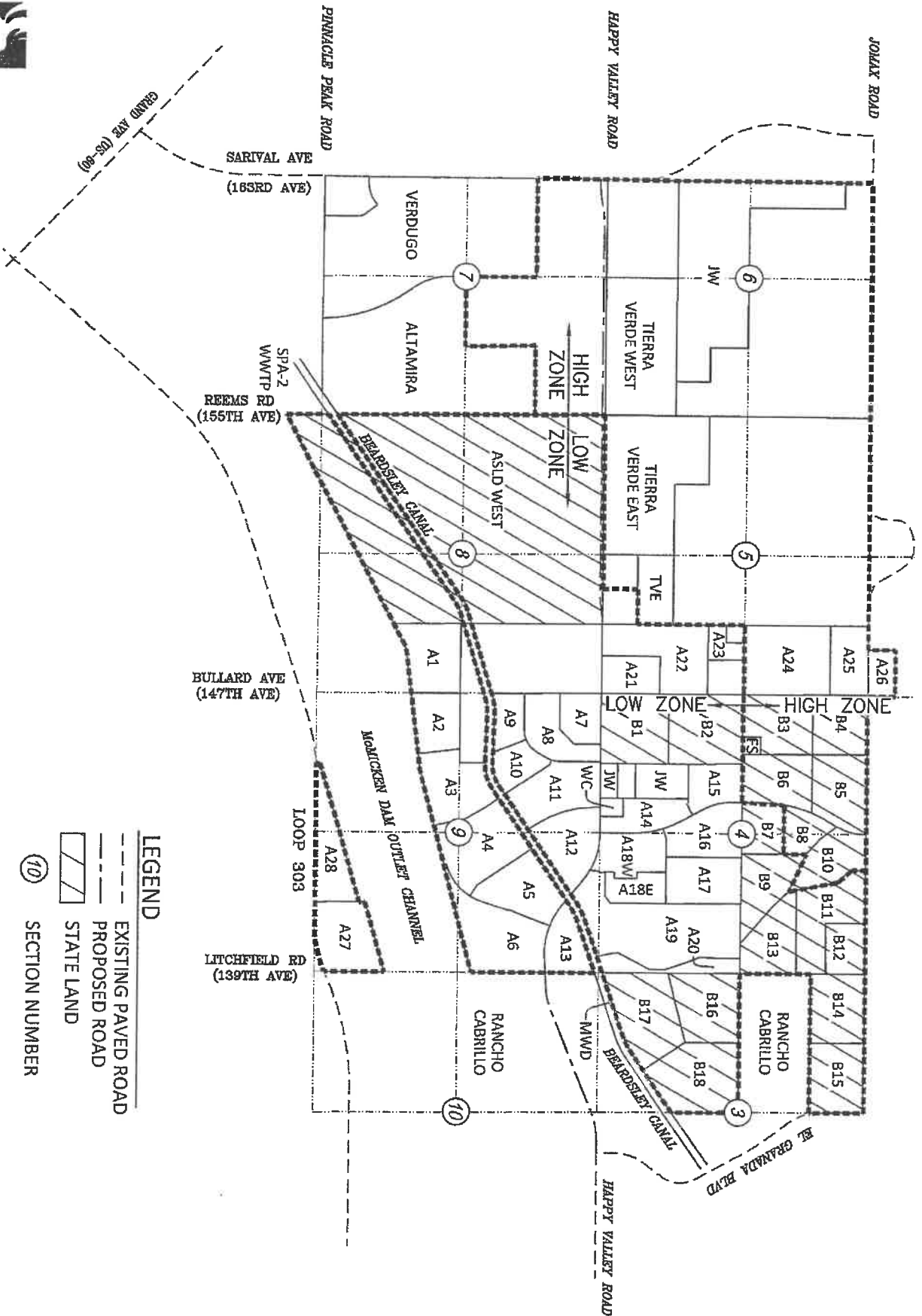


EXHIBIT B-3

Water Buy-in Fee Spreadsheet

Buy In Agreement Terms				
Initial Prime %	Additional %	Effective Date	Term, Yrs.	Expires On
3.50%	3.00%	2/1/2017	30	2/1/2047

Project	2/1/2017	= Purchase Date
	0.000	= Lo Zone Demand (MGD)
[Project Name]	0.000	= Hi Zone Demand (MGD)

Potable Water Campus - HI & Lo Zones
Campus (Excluding Storage Tank, Well, Arsenic Treatment and Booster Pumps) - HI & Lo Zones
Storage Tank - HI & Lo Zones
Well EI, Transmission Mains & Arsenic Treatment - HI & Lo Zones
Booster Pumps (Excluding Spare Pump & Fire Flow) Lo Zone
Spare Booster Pump & Fire Flow Lo Zone
TOTALS

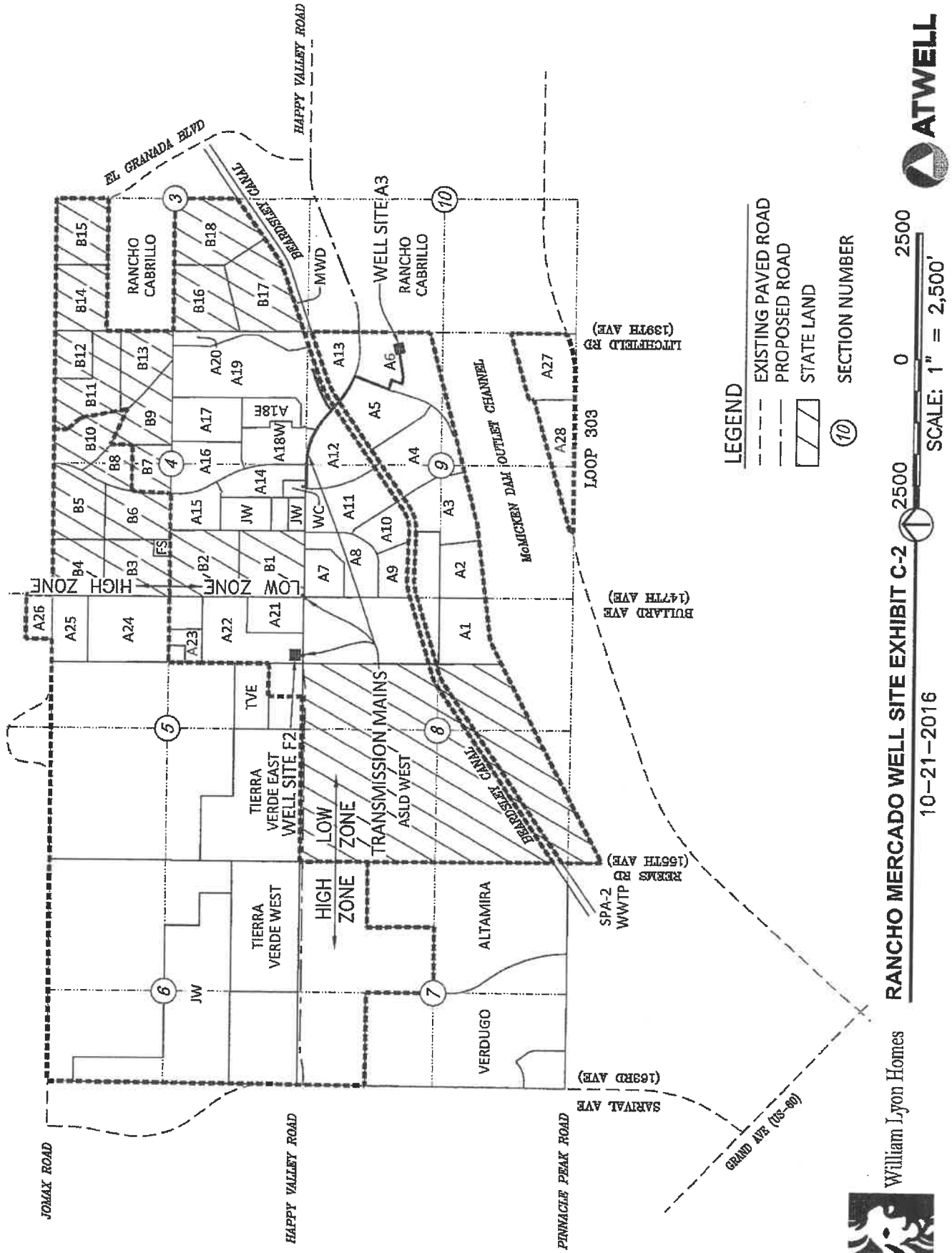
Available Capacity (MGd)	Initial Buy In Fee (Cost Per MGd)	Initial Reimburse Amount	Purchased Capacity (MGd)	Remaining Capacity (MGd)
4.263	\$ 1,042,338	\$ 4,442,966	0.000	4.263
1.906	\$ 1,050,998	\$ 2,003,464	0.000	1.906
1.080	\$ 4,585,950	\$ 4,952,826	0.000	1.080
1.044	\$ 664,630	\$ 693,874	0.000	1.044
2.426	\$ 621,220	\$ 1,507,382	0.000	2.426
		\$ 13,600,512		

Prime + 3% Fee Adjustment	Adjusted Fee per MGD	Buy-in Quantity (MGD)	Buy-in Amount	Remaining Capacity (MGD)
100.0%	\$ 1,042,338	0.000	\$ -	4.263
100.0%	\$ 1,050,998	0.000	\$ -	1.906
100.0%	\$ 4,585,950	0.000	\$ -	1.080
100.0%	\$ 664,630	0.000	\$ -	1.044
100.0%	\$ 621,220	0.000	\$ -	2.426

[illegible][illegible]

EXHIBIT C-2

Depiction of Well Site A3 and Well Site F2



William Lyon Homes

RANCHO MERCADO WELL SITE EXHIBIT C-2

10-21-2016



EXHIBIT C-3

Well Site Buy-in Fee Spreadsheet

EXHIBIT C-3 WATER BUY-IN FEE Buy In Draw No. 000														
Buy In Agreement Terms <table border="1"> <tr> <td>Initial Prime %</td> <td>Additional %</td> <td>Effective Date</td> <td>Term, Yrs.</td> <td>Expires On</td> </tr> <tr> <td>3.50%</td> <td>3.00%</td> <td>2/1/2017</td> <td>30</td> <td>2/1/2047</td> </tr> </table>					Initial Prime %	Additional %	Effective Date	Term, Yrs.	Expires On	3.50%	3.00%	2/1/2017	30	2/1/2047
Initial Prime %	Additional %	Effective Date	Term, Yrs.	Expires On										
3.50%	3.00%	2/1/2017	30	2/1/2047										
Project [Project Name]		2/1/2017	= Purchase Date											
		0.000	= Total Demand (MGD)											

Well A3 & Transmission Mains									
Available Capacity (MGD)	Initial Buy In Fee (Cost Per MGD)	Initial Reimburse Amount	Purchased Capacity (MGD)	Remaining Capacity (MGD)	Prime + 3% Fee Adjustment	Adjusted Fee per MGD	Buy-in Quantity (MGD)	Buy-in Amount	Remaining Capacity (MGD)
1.080	\$ 870,550	\$ 940,194	0.000	1.080	100.0%	\$ 870,550	0.000	\$ -	1.080
		\$ 940,194						\$ -	

[illegible]

Project	2/1/2017	= Purchase Date
[Project Name]	0.000	= Total Demand (MCD)

Prime + 3% Fee Adjustment	Adjusted Fee per MGD	Buy-in Quantity (MGD)	Buy-in Amount	Remaining Capacity (MGD)
100.0%	\$ 52.038	0.000	\$ -	1.080
			\$ -	

EXHIBIT D-2

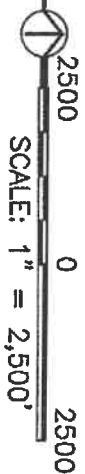
Depiction of the Sewer Buy-in Fee Area



William Lyon Homes

RANCHO MERCADO SEWER EXHIBIT D-2

10-21-2016



- LEGEND**
- EXISTING PAVED ROAD
 - PROPOSED ROAD
 - STATE LAND
 - SECTION NUMBER
 - SERVICE AREA

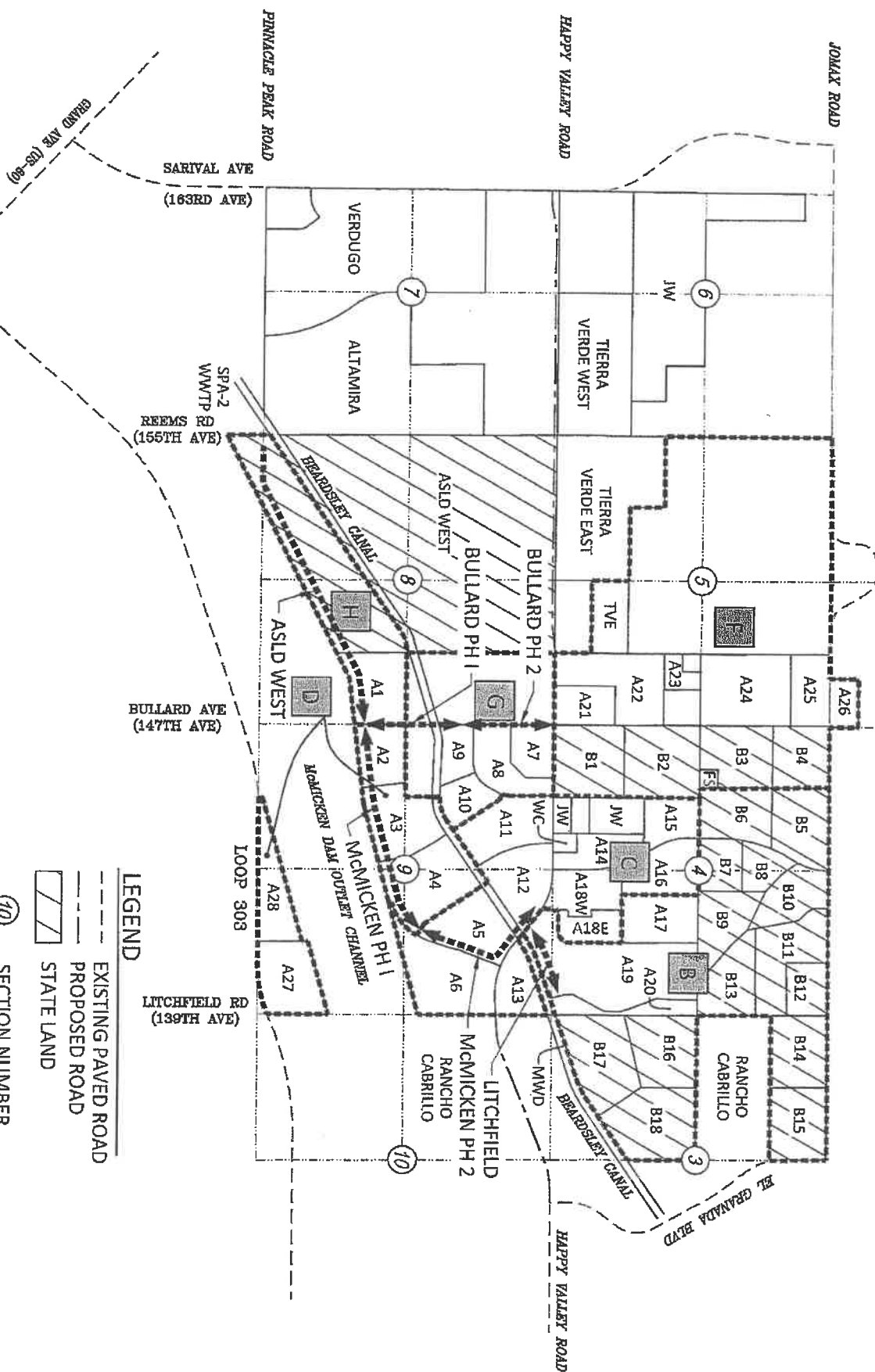


EXHIBIT D-3

Sewer Buy-in Fee Spreadsheet

EXHIBIT D-3 SEWER BUY-IN FEE Buy In Draw No. 000				
Buy In Agreement Terms				
Initial Prime %	Additional %	Effective Date	Term, Yrs.	Expires On
3.50%	3.00%	2/1/2017	30	2/1/2047
Project		2/1/2017	= Purchase Date	
[Project Name]				

Sanitary Sewer System - Phase 1					
	Benefit Area (Acres)	Initial Buy In Fee (Cost Per Acre)	Initial Reimburse Amount	Purchased Area (Acres)	Remaining Benefit Area (Acres)
Sewer Service Area B	522.13	\$ 2,949	\$ 1,539,738	0.00	522.13
Sewer Service Area C	291.12	\$ 2,626	\$ 764,568	0.00	291.12
Sewer Service Area D	147.37	\$ 1,797	\$ 264,827	0.00	147.37
Sewer Service Area H	128.84	\$ 1,119	\$ 144,165	0.00	128.84
TOTALS			\$ 2,713,298		

Prime + 3% Fee Adjustment	Adjusted Fee per Acre	Buy-in Area (Acres)	Buy-in Amount	Remaining Benefit Area (Acres)
100.0%	\$ 2,949	0.0	\$ -	522.13
100.0%	\$ 2,626	0.0	\$ -	291.12
100.0%	\$ 1,797	0.0	\$ -	147.37
100.0%	\$ 1,119	0.0	\$ -	128.84
			\$ -	

[illegible]

EXHIBIT E-3

HVE Buy-in Fee Spreadsheet



EXHIBIT E-3		Buy In Agreement Terms				Project		= Purchase Date	
HVW BUY-IN FEE		Initial Prime %	Additional %	Effective Date	Term, Yrs.	Expires On	2/1/2017		
Buy In Draw No. 000		3.50%	3.00%	2/1/2017	30	2/1/2047	0	= Adjacent Ways (Fft)	
							0	= HI Zone Waterline (Fft)	

Happy Valley West - 149th to 163rd	Available Frontage (Fft.)	Initial Buy In Fee (Cost Per Fft.)	Initial Reimburse Amount	Purchased Frontage (Fft.)	Remaining Frontage (Fft.)	Prime + 3% Fee Adjustment	Adjusted Fee per Fft.	Buy-in Frontage (Fft.)	Buy-in Amount	Remaining Frontage (Fft.)
	656	\$ 59	\$ 38,391	0	656		\$ 59	0	\$ -	656
ROW - APN 503-56-002S (PENSCO)										

EXHIBIT E-3 HVV BUY-IN FEE Buy In Draw No. 000			
Buy In Agreement Terms			
Initial Prime %	Additional %	Effective Date	Term, Yrs.
3.50%		2/1/2017	30
			Expires On
			2/1/2047
Project		2/1/2017	= Purchase Date
[Project Name]		0	= Adjacent Ways (Fft)
		0	= Hi Zone Waterline (Fft)

Happy Valley West - 149th to 163rd					
	Available Frontage (FFt.)	Initial Buy In Fee (Cost Per FFt.)	Initial Reimburse Amount	Purchased Frontage (FFt.)	Remaining Frontage (FFt.)
ROW - APN 503-56-002H (Kuczyk)	656	\$ 59	\$ 38,391	0	656
ROW - APN 503-56-002E (Day)	656	\$ 59	\$ 38,391	0	656
ROW - Arizona State Land Dept.	3,936	\$ 59	\$ 231,101	0	3,936
TOTALS			\$ 6,473,397		

	Prime + 3% Fee Adjustment	Adjusted Fee per FFt.	Buy-in Frontage (FFt.)	Buy-in Amount	Remaining Frontage (FFt.)
	100.0%	\$ 59	0	\$ -	656
	100.0%	\$ 59	0	\$ -	656
	100.0%	\$ 59	0	\$ -	3,936
				\$ -	

[illegible]

EXHIBIT F-2

Depiction of the HVW Buy-in Fee Area



William Lyon Homes

RANCHO MERCADO HAPPY VALLEY ROAD EAST (HVE) EXHIBIT F-2

10-21-2016



LEGEND

- EXISTING PAVED ROAD
- PROPOSED ROAD
- STATE LAND
- SECTION NUMBER

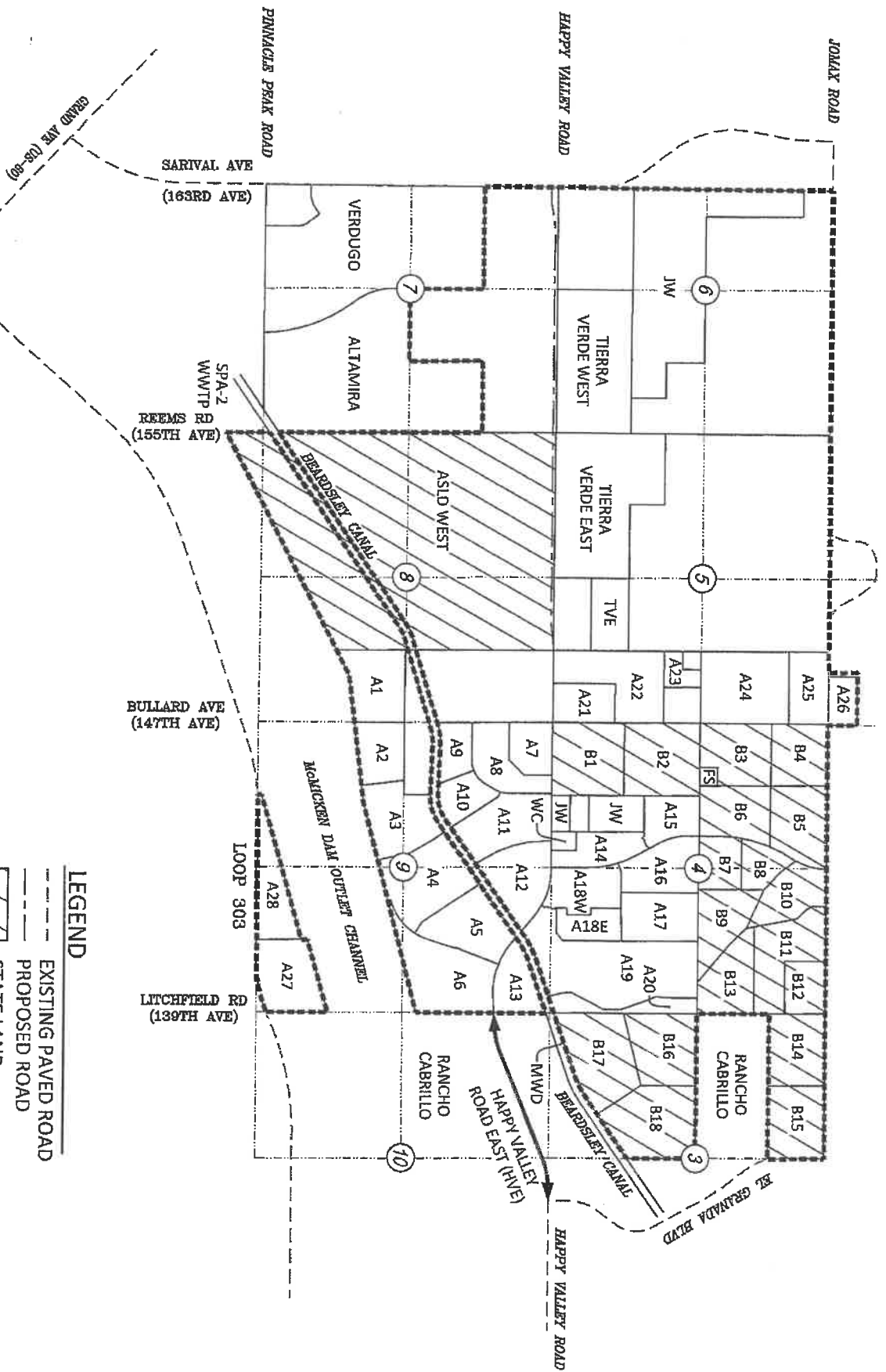


EXHIBIT F-3

HPW Buy-in Fee Spreadsheet

3.50%	
Prime %	A

Project	2/1/2017	= Purchase Date
[Project Name]	0.00	= Project Area (Acres)

Benefit Area (Acres)	Initial Buy In Fee (Cost Per Acre)	Initial Reimburse Amount	Purchased Area (Acres)	Remaining Benefit Area (Acres)
3,014.6	\$ 1,636	\$ 4,932,608	0.0	3,014.6
		\$ 4,932,608		

Prime + 3% Fee Adjustment	Adjusted Fee per Acre	Buy-in Area (Acres)	Buy-in Amount	Remaining Benefit Area (Acres)
100.0%	\$ 1,636	0.00	\$ -	3,014.6
			\$ -	

[illegible]



Date

[Property Owner]
[Address],
[City], [State] [zip code]

Re: Maricopa County Assessor APN No. [INSERT]

Notice of First Amendment to the Rancho Mercado Supplemental
Development Agreement (Regional Improvements Overlay Agreement)

Dear [Owners Name];

William Lyon Homes, Inc. has requested approval of the First Amendment to the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement) ("Overlay Agreement") recorded July 19, 2017 as Instrument No. 2017-0526362, Official Records of Maricopa County, Arizona. The Overlay Agreement is for water, sewer, and road improvements constructed or to be constructed by William Lyons for Rancho Mercado that also serve the surrounding area, including your property.

Per the Overlay Agreement, your property lies within the "Benefited Area" covered by the Agreement (see enclosed Exhibit), which means that you may be required to pay a proportionate share of the cost of the infrastructure improvements when you develop your property. This repayment may be required if development of your property occurs within the next twenty (20) years.

The purpose of this letter is to inform you that the Surprise City Council will consider for possible approval a First Amendment to the Overlay Agreement during its public meeting scheduled for September 15, 2020 at 6 pm at Surprise City Hall. This letter also provides notice that payment of your proportionate share of the infrastructure improvement costs may be required at the time of development of your property.

The agenda for the City Council meeting will be posted on the City's website seven (7) days before the September 15, 2020 meeting. The agenda will include a link to the full text of the First Amendment to the Rancho Mercado Supplemental Development Agreement. The City's website also includes instructions for remote public participation during City Council meetings, including how to submit comments on agenda items, in the event meetings continue to be conducted without physical public access due to the COVID-19 pandemic.

If you have questions regarding how the Overlay Agreement and/or the First Amendment may affect development of your property or if you would like to review a copy of the Overlay Agreement and/or First Amendment sooner, please contact Lloyd Abrams with the Community Development Department at Lloyd.abrams@surpriseaz.gov. You may also submit email comments on the proposed First Amendment to Mr. Abrams.

Sincerely,

Lloyd Abrams
Assistant Community Development Director

Encl: Exhibit A to First Amendment depicting the Benefited Area

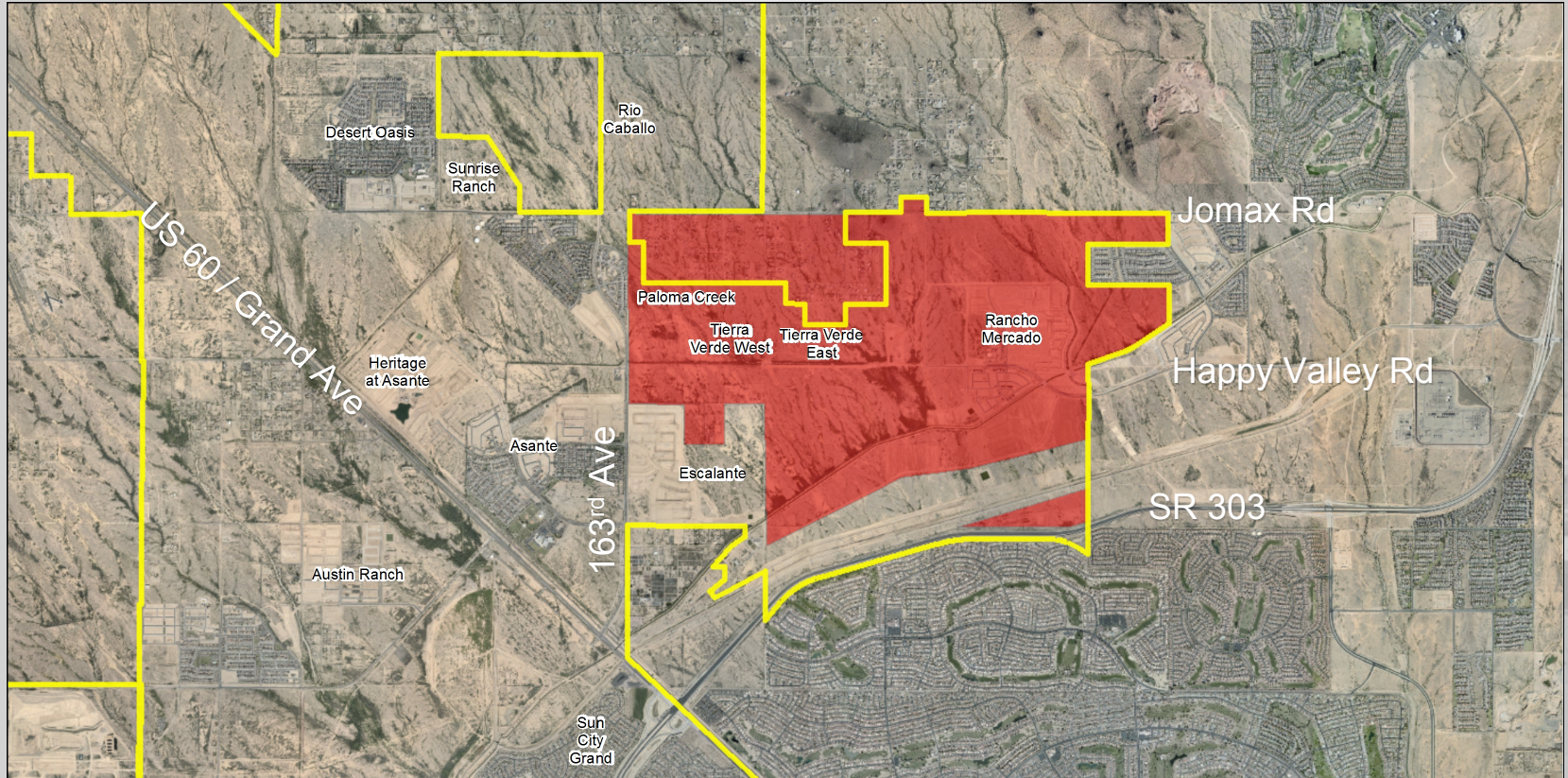
CC: Chris Boyd, Community Development Director
Andrea Davis, Chief Financial Officer



Resolution 2020-117, First Amendment to the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement)

City Council
September 15, 2020

Location Map





Background

May 25, 2007: The Surprise City Council entered into a Pre-Annexation Development Agreement with the applicant, which was recorded under 2007-0794202 MCR.

October 11, 2007: The Surprise City Council approved the Rancho Mercado PAD under case PAD06-276, subject to stipulations “a” through “u”, Ordinance #07-46.

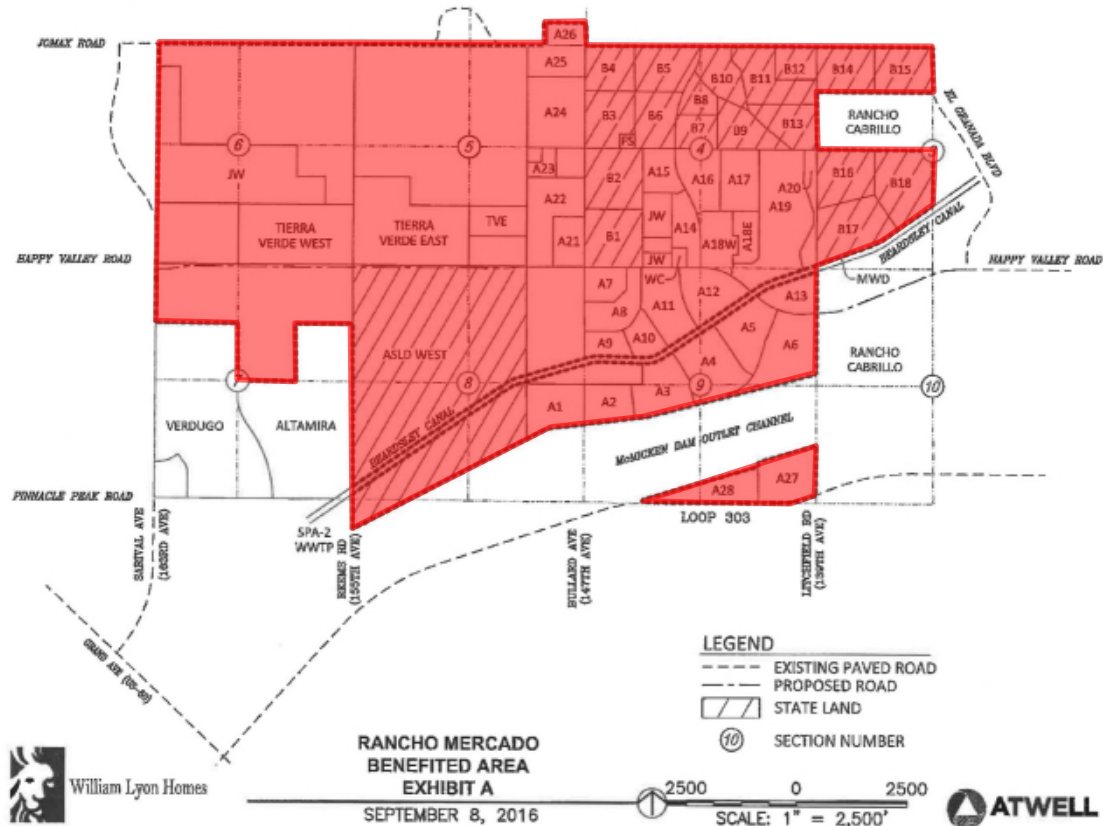
July 19, 2017: The Surprise City Council approved the Rancho Mercado Supplemental Development Agreement (“Overlay Agreement”) Resolution #2017-71, which was recorded under 2017-0526362.



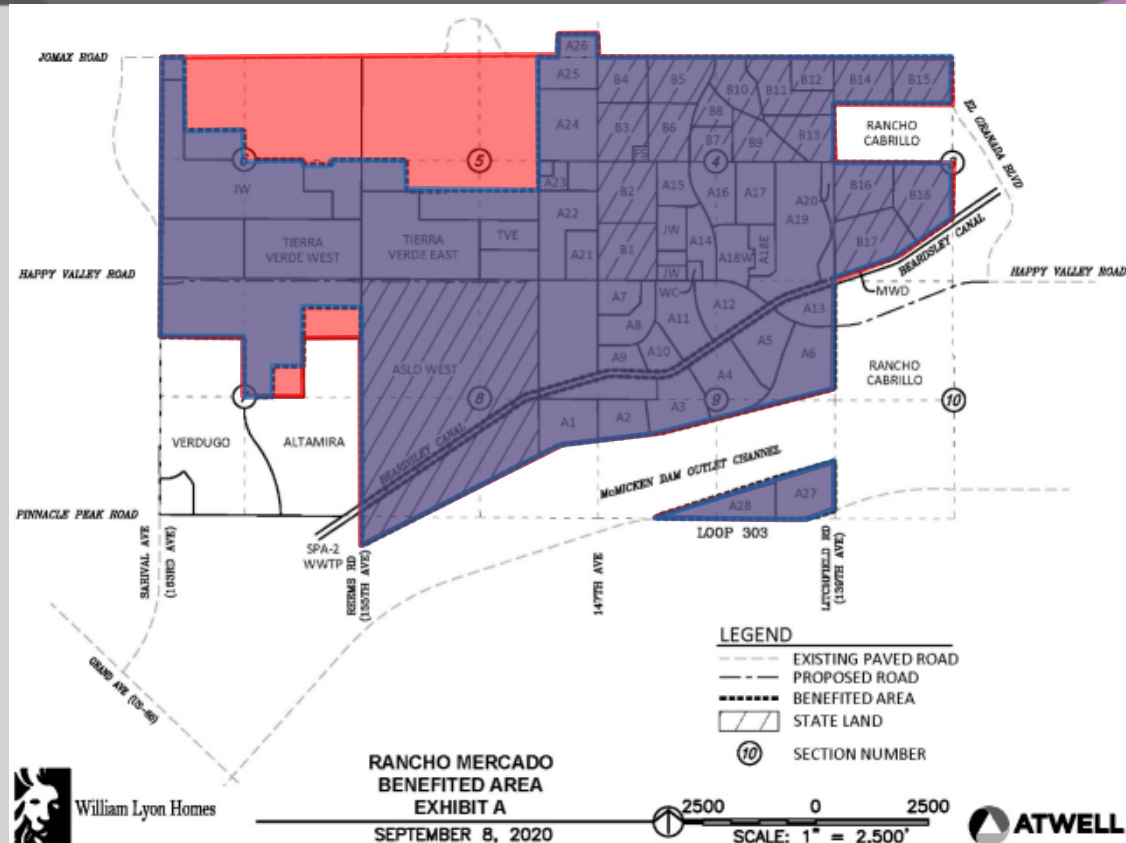
Purpose of the Amendment

- 1) Removing the interest factor for purposes of calculating the Regional Improvement Buy-In Fees;
- 2) Removing WLH's obligation to design and construct the intersection improvements at 163rd Avenue and Happy Valley Road;
- 3) Adding Indemnification and Defense and Takings sections to the agreement; and
- 4) Refining and updating certain Exhibits to the Supplemental Development Agreement

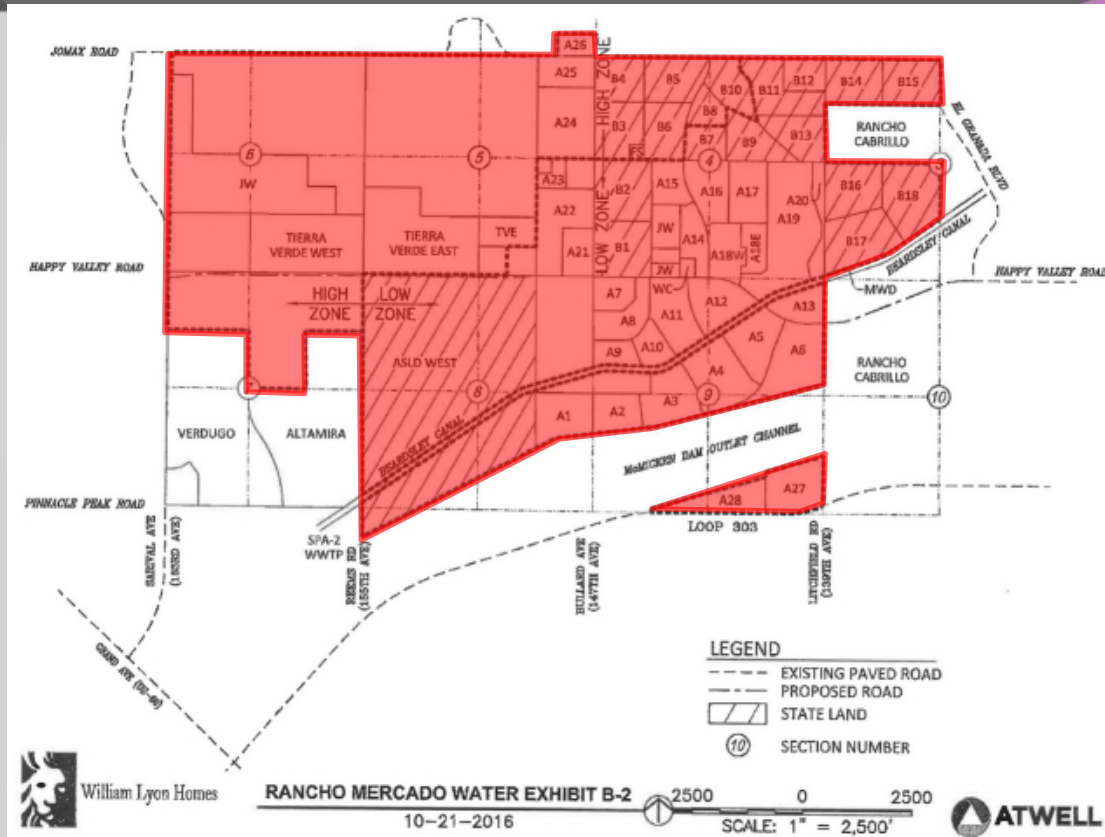
Current Exhibit "A"



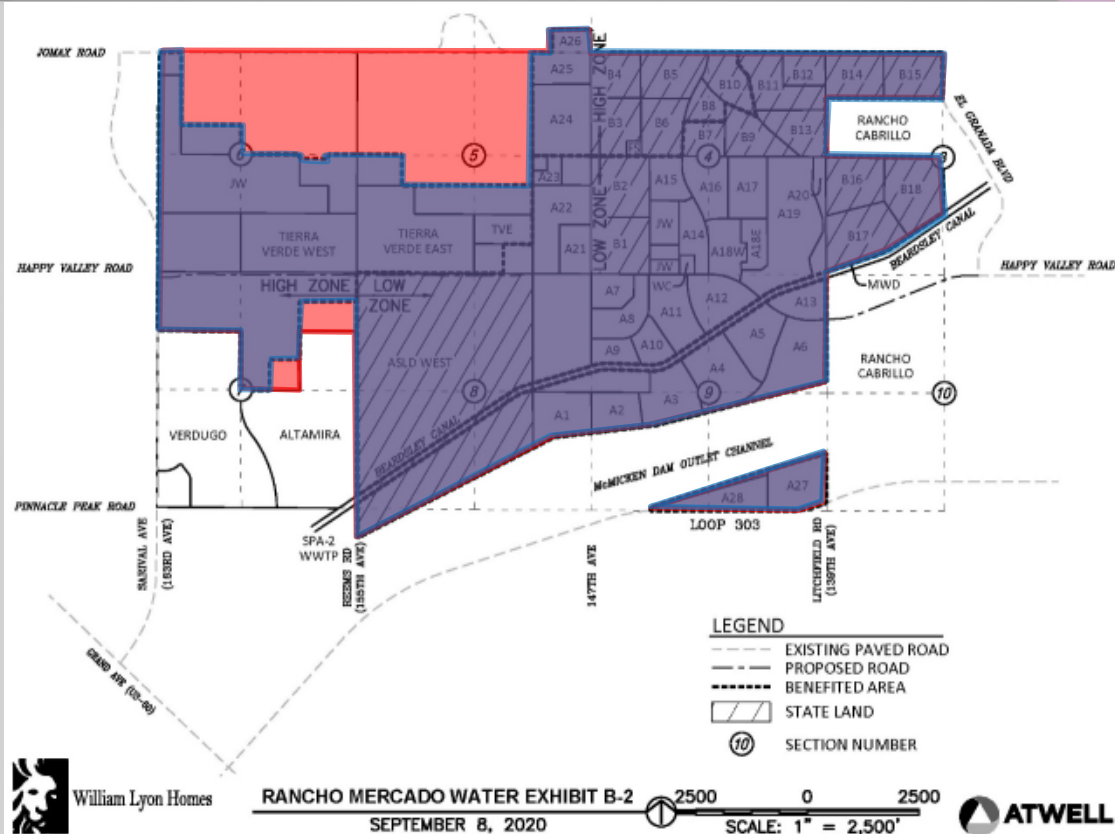
Proposed Exhibit "A"



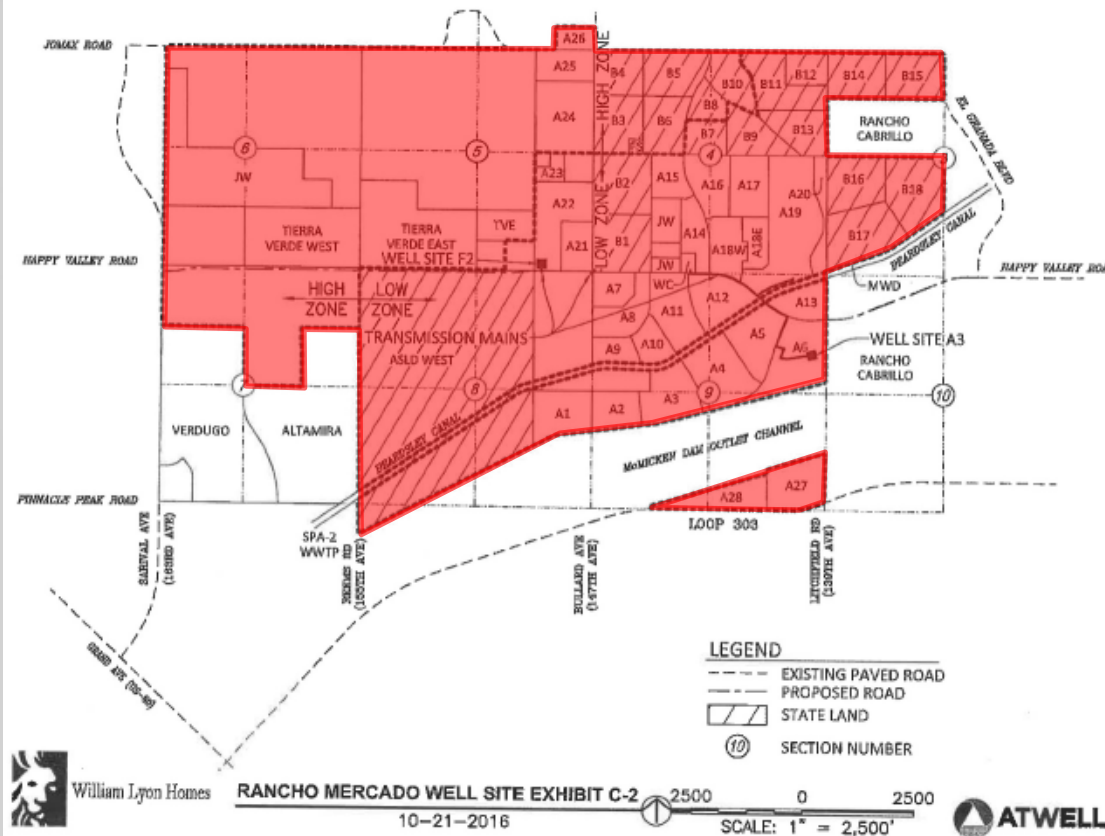
Current Exhibit "B-2"



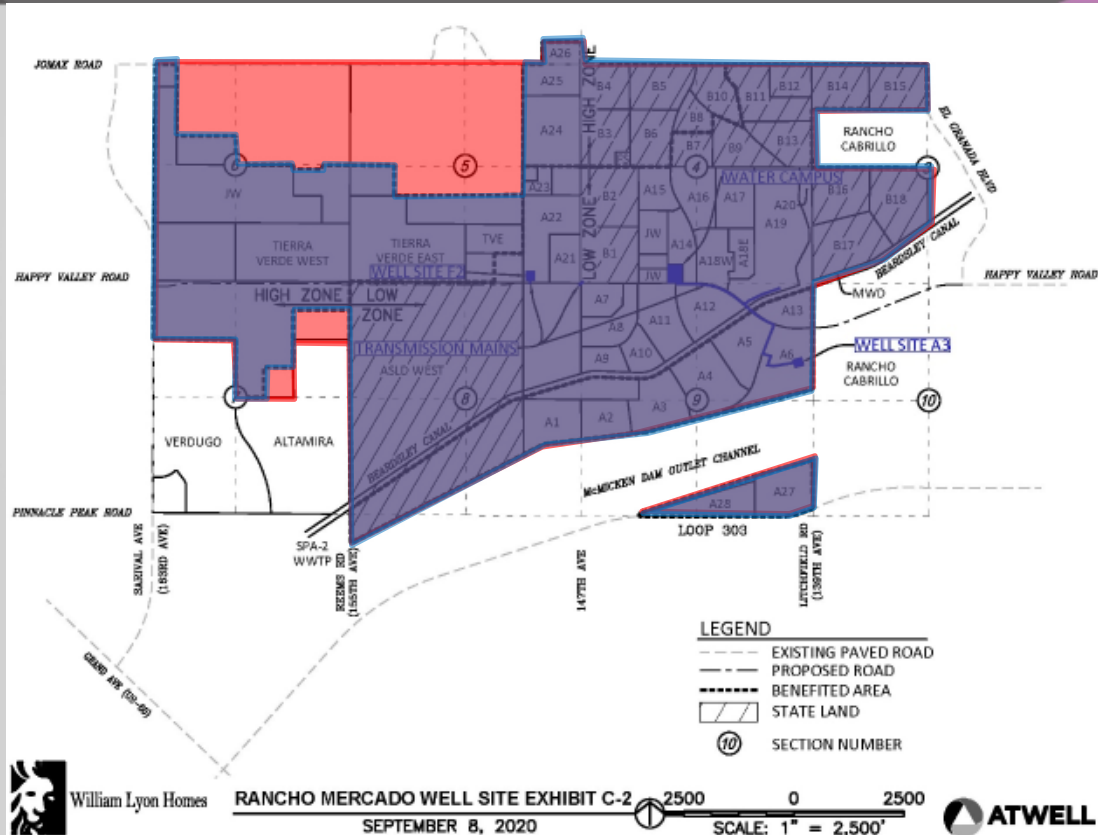
Proposed Exhibit "B-2"

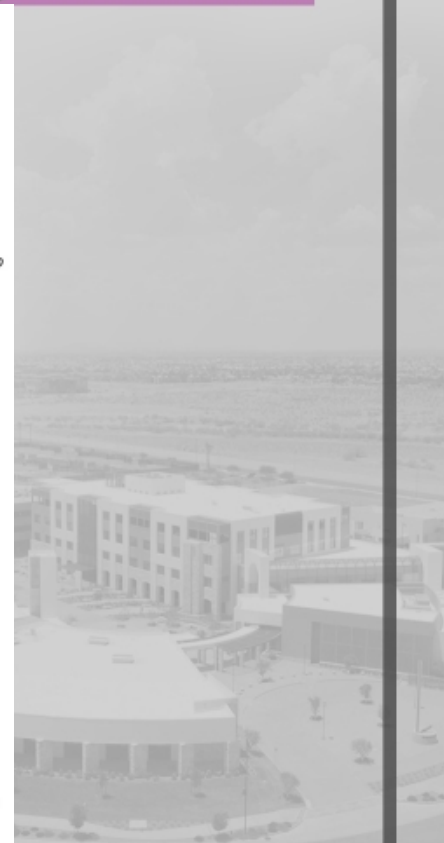


Current Exhibit "C-2"

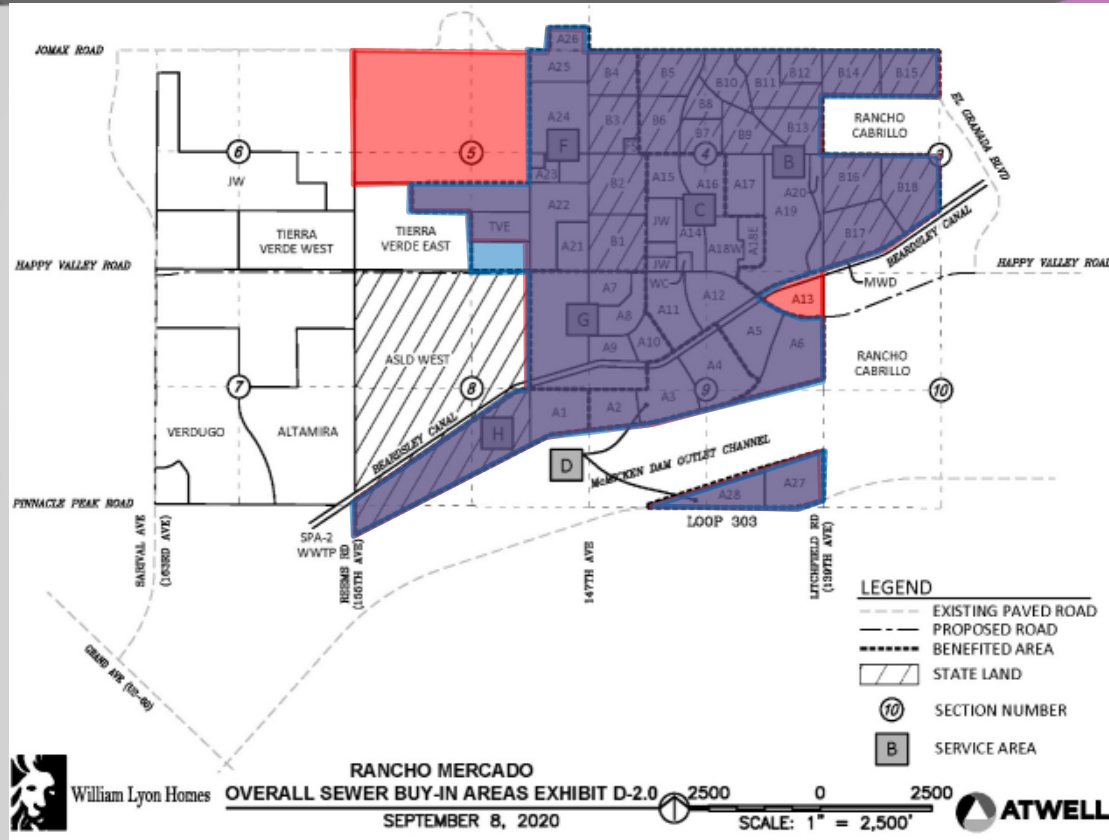


Proposed Exhibit "C-2"

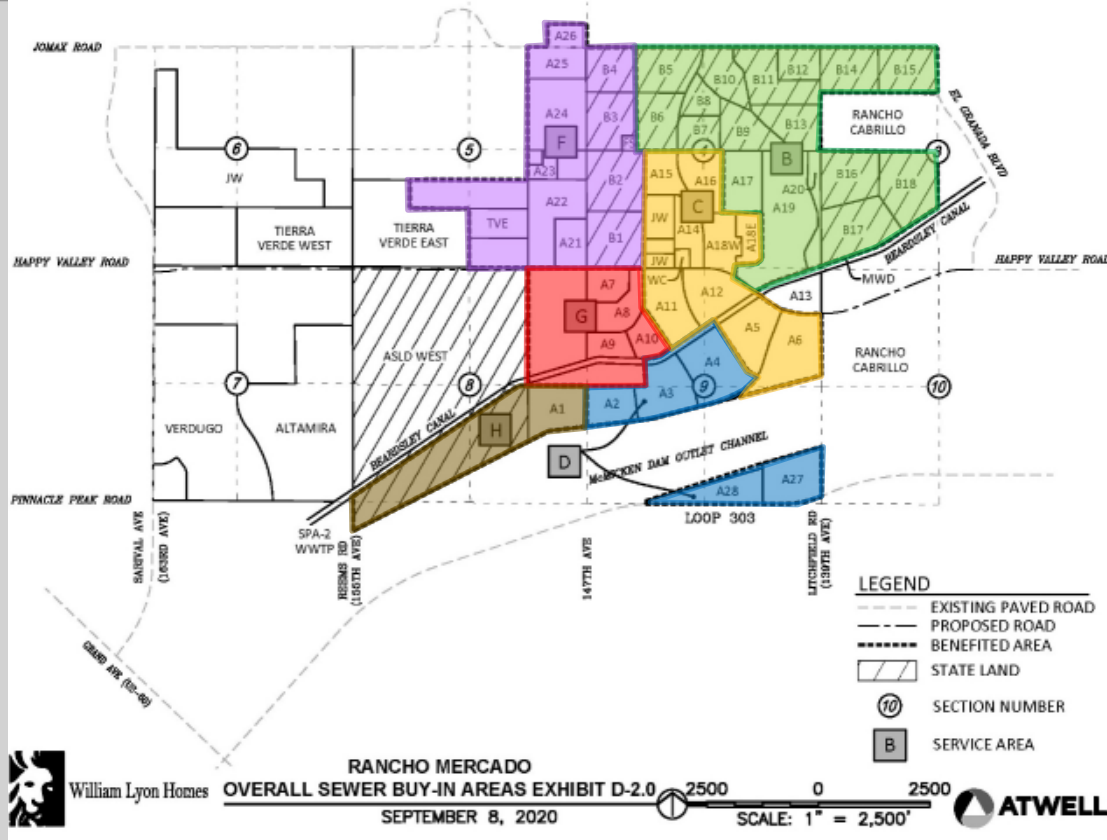




Proposed Exhibit "D-2"



Proposed Exhibits “D-2.1-6”



Service Area B

Service Area C

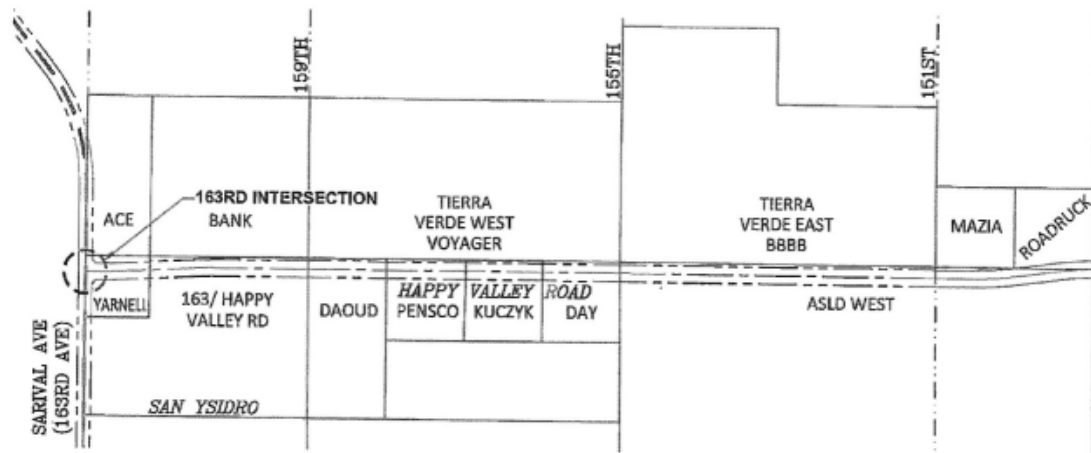
Service Area D

Service Area F

Service Area G

Service Area H

Current Exhibit "E-2"



William Lyon Homes

RANCHO MERCADO
HAPPY VALLEY ROAD WEST (HVV) - 163RD INT.
EXHIBIT E-2

02-09-2017

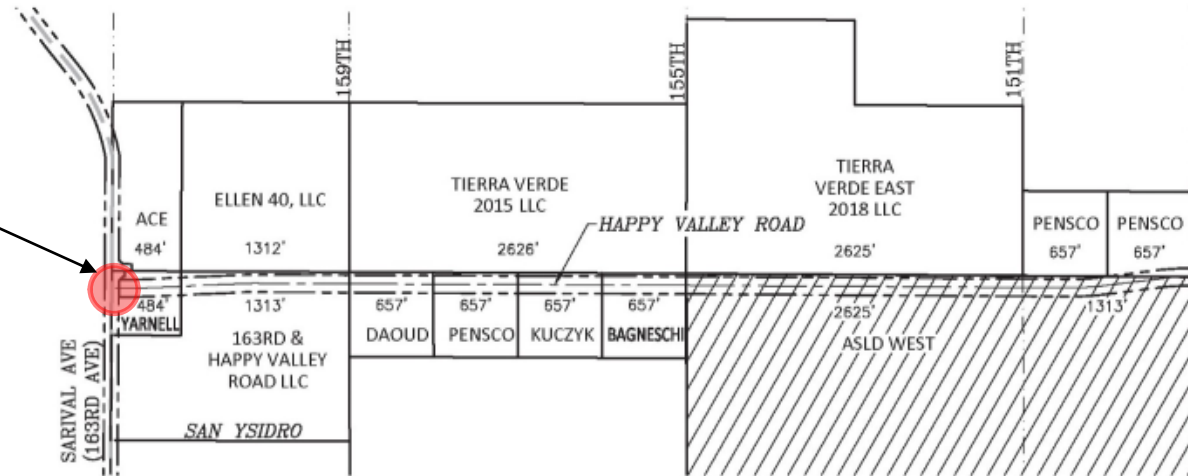


1,000 0 1,000
SCALE: 1" = 1,000'



Proposed Exhibit "E-2"

Removal of
Exhibit E-1, Budget –
Happy Valley Road &
163rd Avenue Intersection



LEGEND

- EXISTING PAVED ROAD
- - - PROPOSED ROAD
- /// STATE LAND



William Lyon Homes

RANCHO MERCADO
HAPPY VALLEY ROAD WEST (HVW)
EXHIBIT E-2

SEPTEMBER 8, 2020

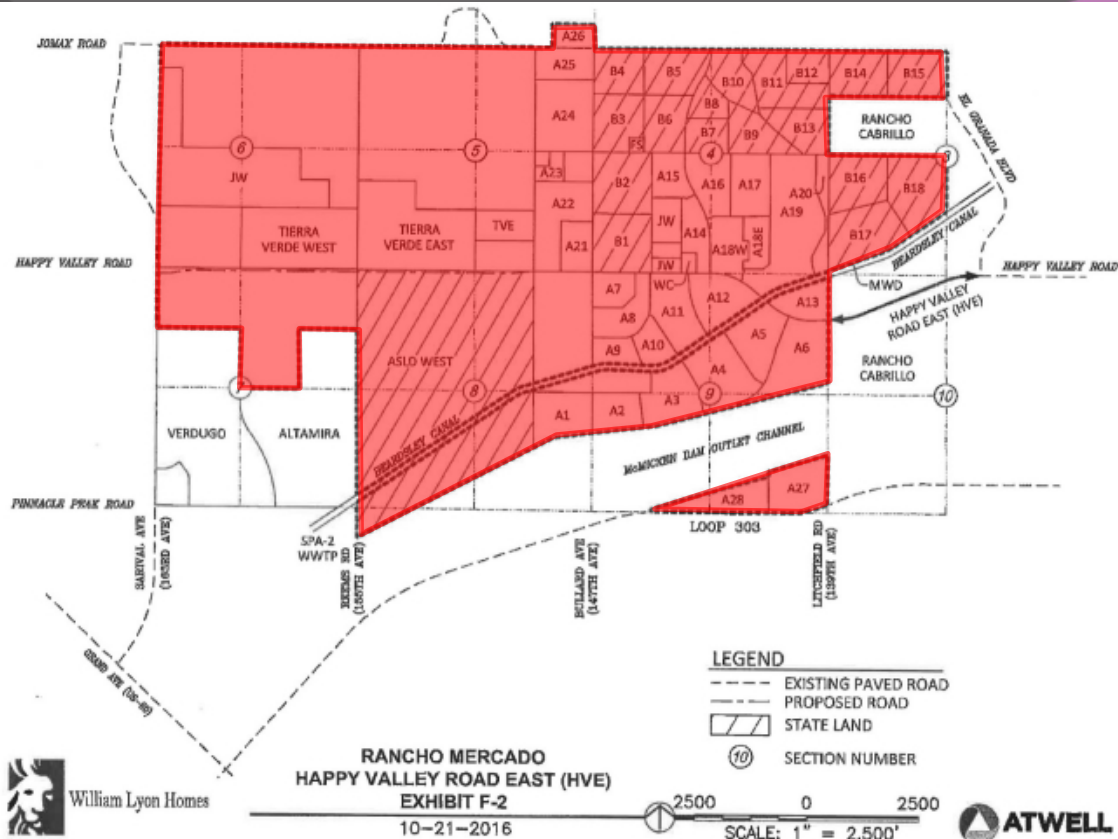


1,000 0 1,000
SCALE: 1" = 1,000'

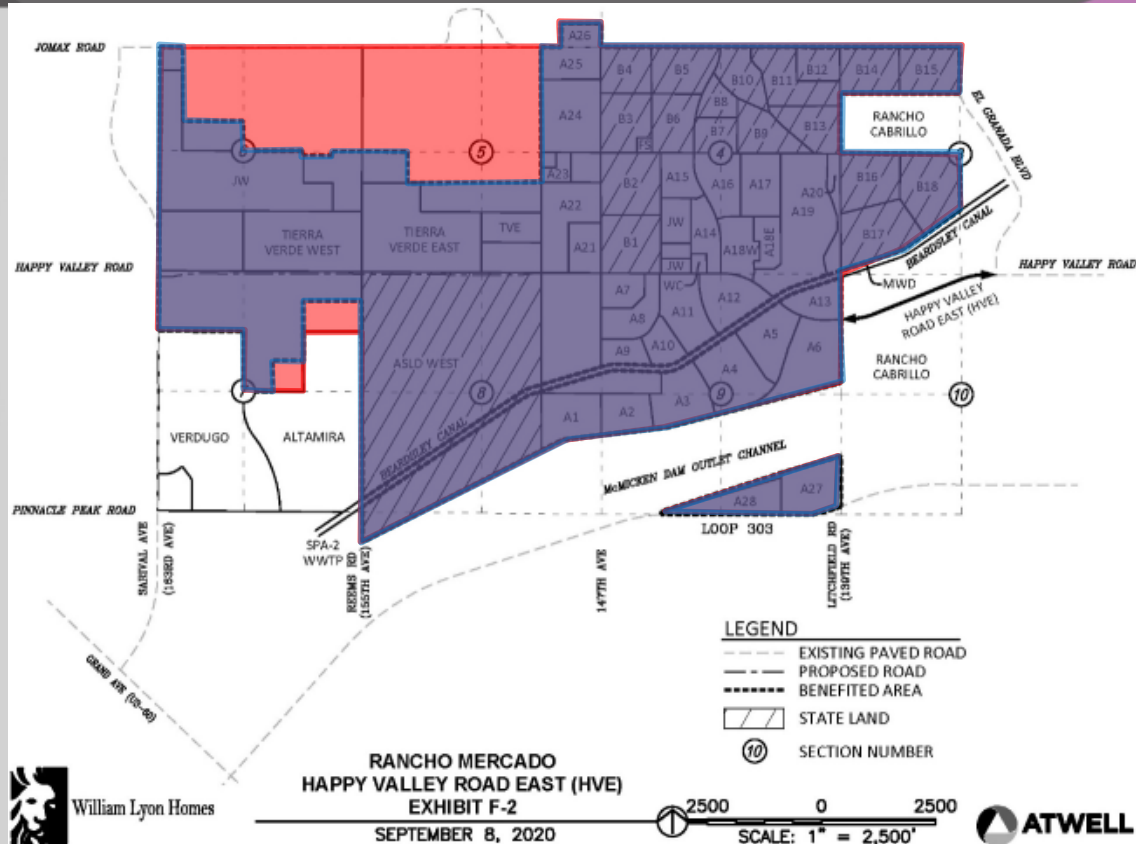


ATWELL

Current Exhibit "F-2"



Proposed Exhibit "F-2"





City Responsibilities

The City is required to do the following:

- Notify William Lyon Homes each time an application is received by the City within the Benefited Area for annexation, zoning, platting, site planning or a building permit, as applicable.
- Include as a condition of approval for any annexation or zoning application within the Benefited Area, a stipulation that requires the applicant to show evidence of payment of all applicable Regional Improvement Buy-in Fees.
- Require a Notice of Payment.



City Responsibilities

Continued:

- Reviewing and approving the Design and Construction Costs for each Regional Improvement.
- Requiring any person developing property in the Water Buy-in Fee Area and needing to develop a well to utilize either Well Site A3 or Well Site F2



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You