

CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, January 5, 2021 @ 6:00 PM
COUNCIL CHAMBERS



NOTICE: In an effort to protect health and safety of city employees, residents, and visitors, the Council Chambers will be closed to the public during this meeting. The public may access the meeting by viewing a live stream or broadcast of the meeting. To watch live, please visit www.surpriseaz.gov/surprisetv, 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/3kFsM6l>

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

E. City Manager Report

1. Update on COVID 19

F. City Clerk Report

- | | | |
|----|--|--|
| 2. | The City Clerk will conduct an Official Oath of Office for newly and re-elected Mayor and Councilmembers: Mayor Hall; Councilmembers Patrick Duffy, Ken Remley and Alyson Cline. | None

Sherry Aguilar
City Clerk |
|----|--|--|

G. Call To The Public

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

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

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

- | | | | |
|----|------------|---|---|
| 3. | Citywide | Consideration and action on the minutes of the Regular City Council Work Session, Regular City Council Meeting and Executive Session Minutes of December 15, 2020. | None

Sherry Aguilar
City Clerk |
| 4. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled, "North Copper Canyon Parcel 3.1" dated November 6, 2020, and the accompanying Alternative Assurance Agreement, for a property generally located on the northwest corner of 183rd Avenue and Country Club Terrace in the North Copper Canyon PAD; Case FS20-207. | None

Hobart Wingard
Community Development |
| 5. | Internal | Consideration and action pertaining to approval of an amendment to the Software License Agreement for the City's LIS software; Resolution #2021-03. | Chris Boyd
Community Development |
| 6. | District 1 | Consideration and action pertaining to acceptance of a Drainage Easement from Fulton Homes and Pinnacle Peak & 163rd Avenue LLC for roadway improvements along Pinnacle Peak Road near 163rd avenue. | Lloyd Abrams
Community Development |
| 7. | District 3 | Consideration and action pertaining to acceptance of a sewer line easement from the Garcia Family Living Trust between Cotton Lane and the Loop 303 and Peoria. | Lloyd Abrams
Community Development |
| 8. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled, "Lingor Estates – Final Plat" dated October 5, 2020, a property generally located on the southwest corner of Williams Road and 178th Avenue adjacent to the North Copper Canyon PAD; Case FS20-396. | None

Hobart Wingard
Community Development |

- | | | | |
|-----|------------|---|--|
| 9. | Citywide | Consideration and action pertaining to approval of an amendment to the FY21 Budget by reallocating appropriations in the amount of \$400,000 from general contingency to the Risk Management Fund and amending the Contract Awarding Authority List by increasing the risk insurance deductibles item; Resolution #2021-05. | None

Digger Oster
Legal |
| 10. | District 1 | Consideration and action declaring the intent to enlarge the "City of Surprise, Arizona, Austin Ranch West Parcel 6 # 143" lighting improvement district pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks within the district; Resolution # 2021-04. | None

Mike Gent
Public Works |
| 11. | District 3 | Consideration and action pertaining to approval of the First Amendment to Reems Road and Channel Agreement; Resolution #2021-06. | None

Kristin Tytler
Public Works |
| 12. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations in the amount of \$15,000 within the Grants Fund and authorizing acceptance of a grant award from U.S. Department of Justice (DOJ), U.S. Marshals Service, to cover overtime expenses associated with the participation of one Surprise Police Officer in the Joint Law Enforcement Operations (JLEO) Task Force from October 1, 2020 to September 30, 2021. Resolution #2021-09. | None

Police |

REGULAR AGENDA ITEM - PUBLIC HEARING:

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|-----|----------|---|--|
| 13. | Citywide | Presentation and discussion pertaining to Internal Audit reports approved by the City of Surprise Audit Committee for Fiscal Year 2019-20. | None

Carol Holley
City Manager
Office |
| 14. | Internal | Consideration and action pertaining to approval of an amendment to the Surprise Municipal Code Chapter 105, Article II, Division 1, Section 105-19 adopting local amendments to the 2018 International Fire Code, Chapters 5, 9, and 12 relating to fire service features, fire protection and life safety features, and energy systems; Ordinance # 2021-01. | None

Keith Tanner
Fire - Medical |

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: December 31, 2020 at 1:45 PM

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



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: January 5, 2021
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: January 5, 2021
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:

Update on COVID 19

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: January 5, 2021
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Citywide

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

Agenda Wording:

The City Clerk will conduct an Official Oath of Office for newly and re-elected Mayor and Councilmembers: Mayor Hall; Councilmembers Patrick Duffy, Ken Remley and Alyson Cline.

Motion:

Ceremonial only - no action to be taken.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: January 5, 2021
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, Regular City Council Meeting and Executive Session Minutes of December 15, 2020.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 12152020 reg mtg minutes
 2. 12152020 ws mins
-



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

Tuesday, December 15, 2020 @ 6:00PM

Call To Order

Invocation

Led by Jason Flowers.

Roll Call

Mayor Hall called to order the Regular City Council Meeting of December 15, 2020 at 6:07 PM at Surprise City Hall Council Chambers, 16000 N Civic Center Plaza, Surprise, Arizona 85374. Also in attendance with Mayor Hall were Vice Mayor Judd and Council Members Winters, Hayden, Duffy, Hastings 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

City Manager Report

1. Update on COVID-19

COVID Update - Tracy Montgomery gave a brief update on COVID stats. The numbers have increased form the last report 2 weeks ago, the hospitals are almost at capacity in ICU. In Surprise, we have been very reactive with the Emergency team, we have made sure we do not have gatherings over 50 people and we have been under the mask mandate in the City. We are still supporting telework and advanced cleaning of offices and facilities. We are circulating information on the vaccine, and updating quarantine guidelines. We discontinued in person training, it is a bit of struggle especially for public safety.

In summary, even though the vaccine is coming, it may not hit the general public for sometime, now is really time for people to buckle down until we have the vaccine. Don't let your guard down.

Council Member Winters - Does the City have any resources for masks for the public?

Yes we do have the resources, I will get you the info.

Council Member Winters - Do we have an estimated time for the vaccination? For essential workers, soon but it will be a 2 step process and probably next April or May for the general public.

Council Member Remley - the Governor mentioned Vaccine shots at no cost, is this correct? Yes, no cost, but they will ask for your insurance info for documenting and tracking.

Council Member Hastings - Can you speak to the safety of the vaccine and what is the approval process? Lots of misinformation out there. Ms. Montgomery shared resources available to her on the process and safety of the vaccine.

Ms. Montgomery thanked Council Member Hayden for her service and wished her well.

City Clerk Report

2. Consideration and action to appoint Jo Grant to fill a vacancy on the Arts and Cultural Advisory Commission (term expiration of 06/30/2023) and HarryLouis Rodriguez to fill a vacancy on the Veterans, Disabilities and Human Services Commission (term expiration of 06/30/2021) - APPROVED

Council Member Winters made the motion to appoint Jo Grant to fill a vacancy on the Arts and Cultural Advisory Commission (term expiration of 06/30/2023) and HarryLouis Rodriguez to fill a vacancy on the Veterans, Disabilities and Human Services Commission (term expiration of 06/30/2021). Vice Mayor Judd seconded the motion. Seven yes votes, motion carried.

Call To The Public

Regular City Council Meeting Agenda

CONSENT AGENDA:

Council Member Winters made the motion to approve the consent agenda, excluding item 5 and 6. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

3. Consideration and action on the minutes of the Regular City Council Work Session and the Regular City Council Meeting of December 1, 2020 - APPROVED

4. Consideration and action to approve a request by Samuel David Byrum (Agent) for a Series 12 Restaurant Liquor License for VENUE TAPROOM located at 13699 N. Litchfield Road, Surprise, AZ. 85379 - APPROVED

5. Consideration and action pertaining to the approval of the Final Plat entitled, "Lingor Estates – Final Plat" dated October 5, 2020, an approximately 4.95 acre property generally located on the southwest corner of Williams Road and 178th Avenue adjacent to the North Copper Canyon PAD; Case FS20-396 - CONTINUED INDEFINITELY

Council Member Winters made the motion to continue indefinitely the Final Plat entitled Lingor Estates. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

6. Consideration and action pertaining to approval of the Final Plat entitled, “Asante Well Site No. 1” dated October 1, 2020, an approximately .478 acre property generally located south of Jomax Road and east of the 171st Avenue alignment; Case FS20-412 - CONTINUED INDEFINITELY

Council Member Winters made the motion to continue indefinitely the Final Plat entitled Asante Well Site No 1. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

7. Consideration and action pertaining to approval of the Final Plat entitled, “Heritage Asante – Parcel 6 Phase 1” an approximately 18.396 acre property generally located west of 163rd Avenue and north of Grand Avenue; Case FS20-416 - APPROVED

8. Consideration and action pertaining to approval of the Amended and Restated Asante Water Development Agreement to include construction costs for the expansion related to the City’s obligation for the Desert Oasis arsenic treatment plant capacity; Resolution # 2020-69 - APPROVED

9. Consideration and action pertaining to acceptance of a Bridge Construction and Access Easement, Sewer Line Utility License, and Water Line Utility License from Maricopa Water District at the Beardsley Canal and 147th Avenue - APPROVED

10. Consideration and action pertaining to approval of the Final Plat entitled “Heritage Asante – Parcel 6 Phase 2” an approximately 11.652 acre property generally located west of 163rd Avenue and north of Grand Avenue; Case FS20-417 - APPROVED

11. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations in the amount of \$31,000 within the Grants Fund from Contingency to Project G31430 to provide funding for the purchase of personal protective equipment related to COVID-19 exposure and other safety equipment and for acceptance of a grant award from the Arizona Attorney General's Office; Resolution #2020-155 - APPROVED

12. Consideration and action pertaining to approval of the Public Improvements In-lieu Payment Agreement for Rio Rancho with Forestar (USA) Real Estate Group, Inc.; Resolution #2020-156 - APPROVED

13. Consideration and action conditionally accepting certain streets and public utility improvements at Austin Ranch East Phase 1B – Parcels 12A and 12C; Resolution # 2020-163 - APPROVED

14. Consideration and action pertaining to authorizing submission of the annual Request for Exemption from posting deposit to the Industrial Commission of Arizona - APPROVED

REGULAR AGENDA ITEM - PUBLIC HEARING:

15. Consideration and action pertaining to adoption of the Land Development Ordinances that will replace Chapters 101-122 of the Surprise Municipal Code, which comprise the Surprise Unified Development Code ;Ordinance # 2020-38 - APPROVED AS AMENDED

[City Planner, Joshua Mike gave a detailed presentation pertaining to adoption of the Land Development Ordinances that will replace Chapters 101-122 of the Surprise](#)

Municipal Code, which comprise the Surprise Unified Development Code; Ordinance # 2020-38.

Public Comments:

Stakeholders Wishing to Speak:

1. Andrew Yancey (Bergin, Frakes, Smalley & Oberholtzer, PLLC) -

2. Mike Maerowitz (Gammage & Burnham) -

3. Jackson Moll (HBACA) -

Council Member Hastings - Need clarification. Are we prohibiting residents to put in grass after the fact? Why are we prohibiting developers specifically?

Vice Mayor Judd - I like the policy on water resources, the way it is written now there is a lot of ways around this. Maybe more research needed to have a good policy in place. Fantastic job on this, he thanked staff for their efforts and has been a 2 year process.

Council Member Duffy commented that he is on board with looking closer at the turf topic, it's a good point to have a better plan for this. Outstanding job on this.

Council Member Remley commented that the developers have a good point on this. Since we want to promote water conservation, maybe we could have an incentive to install rock instead of turf. Maybe something to look at.

Council Member Winters commented that this job was a difficult one, you and your team did a great job on this.

Mayor Hall agreed with everyone comments but would like to see the turf issue looked at for a clear policy on water conservation.

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

16. Consideration and action pertaining to approval of a Fiscal Year 2021 budget amendment by 1) amending the public safety pension funding policy and transferring 13 million dollars from the General Fund to the Public Safety Pension Fund (Resolution # 2020-160); 2) reallocating appropriations from General Contingency of \$6,570,700 to the General Capital Fund and \$1,561,700 Police and Fire Development Impact Fee Funds for Community projects and the Public Evidence and Readiness Center (Resolution # 2020-164); and 3) amending the comprehensive financial management policies pertaining to General Fund reserve (Resolution # 2020-165) - APPROVED

Finance Director, Andrea Davis and Asst. Finance Director, Holly Osborn gave a detailed powerpoint presentation pertaining to approval of a Fiscal Year 2021 budget amendment by 1) amending the public safety pension funding policy and transferring 13 million dollars from the General Fund to the Public Safety Pension Fund (Resolution # 2020-160); 2) reallocating appropriations from General Contingency of \$6,570,700 to the General Capital Fund and \$1,561,700 Police and Fire Development Impact Fee Funds for Community projects and the Public Evidence and Readiness Center (Resolution # 2020-164); and 3) amending the comprehensive

[financial management policies pertaining to General Fund reserve \(Resolution # 2020-165\).](#)

[Vice Mayor Judd commented that this is fantastic news about the 8 acre park at Countryside. Need clarification on operational costs slide.](#)

[Council Member Hastings asked for clarification on standards for revenue recovery?](#)

[Donna Miller explained the process for this.](#)

[Council Member Duffy appreciates the short term solution. Asked if the Parks and Recreation Commission be involved in this project?](#)

[Donna Miller commented Yes, this will be a public process.](#)

[Council Member Winters asked if we will have 3 dog parks after this project is through?](#)

[Holly Osborn commented that no we will still have 2, we're trying to do the most impact.](#)

[Establishing Land Fund:](#)

[Vice Mayor Judd commented that he is really excited about this land use, the idea of having something like this in place now to purchase land for future use.](#)

[Additional Funding Project - Public Safety and Readiness Facility:](#)

[Mayor Hall - this is a Police Impact Fee?](#)

[Ms. Osborn - yes correct.](#)

[Vice Mayor Judd made the motion to approve Resolution 2020-160. Council Member Hastings seconded the motion. Seven yes votes, motion carried.](#)

[Vice Mayor Judd made the motion to approve Resolution 2020-164. Council Member Duffy seconded the motion. Seven yes votes, motion carried.](#)

[Vice Mayor Judd made the motion to approve Resolution 2020-165. Council Member Remley seconded the motion. Seven yes votes, motion carried.](#)

17. Consideration and action pertaining to approval of the Austin Ranch Supplemental Development Agreement (Citrus Road South -- Sewer Overlay Agreement); Resolution #2020-159 - APPROVED

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

[Council Member Winters made the motion to approve Resolution 2020-159. Council Member Hayden seconded the motion. Seven yes votes, motion carried.](#)

18. Consideration and action pertaining to approval of the Final Plat entitled "Tierra Verde East Phase 1", located in the Tierra Verde East PAD; Resolution # 2020-157 - APPROVED

City Planner, Sergio Angulo reported on Final Plat Tierra Verde East Phase 1.

Council Member Winters inquired about Tierra Verde West.

Mr. Angulo - Tierra Verde West is item 21.

Council Member Winters made the motion to approve Resolution 2020-157. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

19. Consideration and action pertaining to approval of the Final Plat entitled, "Tierra Verde East Phase 2", generally located on the northwest corner of Happy Valley Road and 151st Avenue; Resolution # 2020-158 - APPROVED

City Planner, Sergio Angulo gave a brief report on this item.

Council Member Winters made the motion to approve Resolution 2020-158. Council Member Hastings seconded the motion. Seven yes votes, motion carried.

21. Consideration and action pertaining to approval of the Final Plat entitled, "Tierra Verde West" located in the Tierra Verde West PAD; Resolution #2020-162 - APPROVED

City Planner, Sergio Angulo reported on Tierra Verde West.

Council Member Winters made the motion to approve Resolution 2020-162. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

20. Consideration and action to approve an amendment to the Fiscal Year 2020 budget by reallocating appropriations required to close the Fiscal Year 2020 budget, inter-fund cash transfers and loans; Resolution #2020-161 - APPROVED

[Finance Director, Andrea Davis gave a powerpoint presentation to approve an amendment to the Fiscal Year 2020 budget by reallocating appropriations required to close the Fiscal Year 2020 budget, inter-fund cash transfers and loans; Resolution #2020-161.](#)

[Council Member Remley made the motion to approve Resolution 2020-161. Council Member Duffy seconded the motion. Seven yes votes, motion carried.](#)

[22. Consideration and action pertaining to approval of the Restructuring Support Agreement \(RSA\) between Mallinckrodt PLC, each of its subsidiaries, and Governmental Entities holding Opioid Claims, including the City of Surprise. - APPROVED](#)

Council Member Hayden made the motion to approve the RSA between Mallinckrodt PLC, each subsidiaries and Governmental Entities holding Opioid Claims, including the City of Surprise. Vice Mayor Judd 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 Hastings - Merry Christmas to everyone; Shop with a Cop on December 5th; December 12th held 2nd Meet & Greet at Chef Peter's Bistro; December 22nd - 6:00 p.m. Storage facility public hearing on zoom; Thanked Councilmember Hayden for her service.

Council Member Remley - It has been a tough year with COVID, my thoughts go to our residents being effected; donations to community food banks and receive a tax refund at the end of the year; thanked Councilmember Hayden for her service.

Council Member Duffy - Merry Christmas and Happy New Year; Thanked Councilmember Hayden for her service.

Vice Mayor Judd - Happy Holidays everyone; do everything you can to protect your family members who are at high risk; Meet & Greet last weekend. Thanked Councilmember Hayden for her service.

Council Member Winters - Good news for residents in Northwest Ranch, Greenway Road construction project has started; QT coming to 163rd and Grand Avenue; also a Fry's coming in to north-west Surprise off 163rd Avenue and Pat Tillman Blvd., Merry Christmas everyone.

Council Member Hayden, Bell and Citrus signal light work; recorded a message to share with everyone, will play on Channel 11 on December 18th sharing City updates; thanked everyone for their support for her term on Council.

Mayor Hall - Supporting our business community, asked everyone to continue to shop in Surprise; continued growth; thanked Councilmember Hayden for her service to the City.

Vice Mayor Judd made the motion to recess the Regular City Council Meeting at 8:21 PM to enter into executive session. Council Member Remley seconded the motion. Seven yes votes, motion carried.

Executive Session

Adjournment

Council Member Hayden made the motion to adjourn the Regular City Council Meeting of December 15, 2020 at 8:52 PM. Council Member Winters seconded the motion. Seven yes votes, motion carried.

23. Consideration and action to recess into executive session for discussion and consultation with the City Attorney for legal advice, and to consider and instruct the City Attorney regarding the City Council's position pertaining to opioid litigation pursuant to A.R.S. 38 431.03(A)(3) and (4).

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, December 15, 2020.**

Sherry Ann Aguilar, City Clerk, MMC



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

Tuesday, December 15, 2020 @ 5:30PM

Call To Order

Roll Call

Mayor Hall called to order the Regular City Council Work Session of December 15, 2020 at 5:30 PM at Surprise City Hall Council Chambers, 16000 N Civic Center Plaza, Surprise, Arizona 85374. Also in attendance with Mayor Hall were Vice Mayor Judd, Council Members; Winters, Hayden, Duffy, Hastings 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 COVID-19 crisis assistance response from Human Service & Community Vitality and the Surprise Resource Center - NO ACTION

Seth Dyson, Director HSCV, opened the presentation for the COVID-19 crisis assistance response.

Mr. Dyson introduced Jennifer Griffin, HSCV Resource Center Supervisor continued the presentation.

Ms. Griffin thanked the Mayor and Council for allocating \$40,000. for water and utility assistance. Currently, funds for rent assistance has been depleted. Examples of the impact made are assisting Veterans, grandparents raising grandchildren and single mother housing.

Mr. Dyson summarized and answered Council questions on funding and resources.

Council Member Remley commented on a family hit by COVID and the impact it has had on them. They received assistance and are very grateful.

Council Member Hastings thanked Seth and staff for all that they do. He asked a question regarding the meal slide. What type of demand do we expect for meals going into the new year?

Mr. Dyson commented on the community resources that are assisting, he feels that we should be good on food but if the command continues we could have a shortage long term.

Executive Session

Adjournment

Council Member Winters made the motion to adjourn the Regular City Council Work Session of December 15, 2020 at 5:57 PM. Council Member Remley seconded the motion. Seven yes votes, motion carried.

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, December 15, 2020.**

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 5, 2021 Contact Person: Hobart Wingard, PLANNER II
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 the Final Plat entitled, "North Copper Canyon Parcel 3.1" dated November 6, 2020, and the accompanying Alternative Assurance Agreement, for a property generally located on the northwest corner of 183rd Avenue and Country Club Terrace in the North Copper Canyon PAD; Case FS20-207.

Motion:

I move to approve the Final Plat entitled, "North Copper Canyon Parcel 3.1" and the associated Alternative Assurance Agreement.

Background:

Hans Koppenhoefer, on behalf of Austin Ranch LLC, seeks approval of a Final Plat for a 42-lot single-family residential subdivision in Parcel 3.1 of the North Copper Canyon PAD.

Objective Analysis:

Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Policy Compliant:

The requested Final Plat is consistent with the North Copper Canyon 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 - FS20-207 - NCC 3.1 FP - CC Staff Report- 010521
 2. 01 - FS20-207 - NCC 3.1 FP - Vicinity Map - 010521
 3. 02 - FS20-207 - NCC 3.1 FP - Case Map - 010521
 4. 03 - FS20-207 - NCC 3.1 FP - Final Plat - 010521
 5. 04 - FS20-207 - NCC 3.1 FP - Landscape - 010521
 6. 05 - FS20-207 Alternative Assurance Agreement
 7. PP - FS20-207 - NCC 3.1 FP - CC PowerPoint - 010521
-

Case: FS20-207

Project Name: North Copper Canyon Parcel 3.1 Final Plat

Council District: 1 - Acacia

City Council Date: January 5, 2021

Planner: Hobart Wingard, Planner II

Owner / Applicant: Hans Koppenhoefer on behalf of Austin Ranch LLC

Request: Final Plat with Alternative Assurance Agreement for a 42-lot, single-family subdivision in Parcel 3.1 of the North Copper Canyon Planned Area Development (PAD)

Site Location: Generally, on the northwest corner of 183rd Avenue and Country Club Terrace within the North Copper Canyon PAD

Site Size: 16.17 acres (approx.)

Density: 2.60 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the North Copper Canyon PADA as approved under case FS19-431.
- The Final Plat is consistent with the Preliminary Plat approved under Case PP05-034.

Alternative Actions:

Approve – Approval of the proposed Final Plat and associated Alternative Assurance Agreement will allow the applicant the ability to subdivide the property as proposed.

Deny – Denial of the requested Final Plat and associated Alternative Assurance Agreement will prevent the applicant from subdividing the property as proposed.

Additional Information:

Hans Koppenhoefer on behalf of Austin Ranch LLC, requests approval of the Final Plat for North Copper Canyon, Parcel 3.1. The subject property is approximately 16.17 acres and is located on the northwest corner of 183rd Avenue and Country Club Terrace. The subject property is zoned North Copper Canyon PAD with the underlying land use of low density residential (R1-5-PAD).

The applicant proposes 42 single-family lots for a total density of 2.60 dwelling units per acre. The typical lot proposed is 58 feet by 115 feet. This plat includes a total of 4.01 acres of open space.

The proposed Final Plat is in compliance with the approved North Copper Canyon PADA approved under Case FS19-431, and the Preliminary Plat approved under case PP05-034.

The applicant is choosing an Alternative Assurance Agreement, which was an option made available to developers in Title 17 of the previous code. In lieu of acceptable financial assurances, the City will not record the final plat until which time the entire infrastructure is constructed, installed, and accepted by the City of Surprise or replaced by traditional acceptable financial assurances.

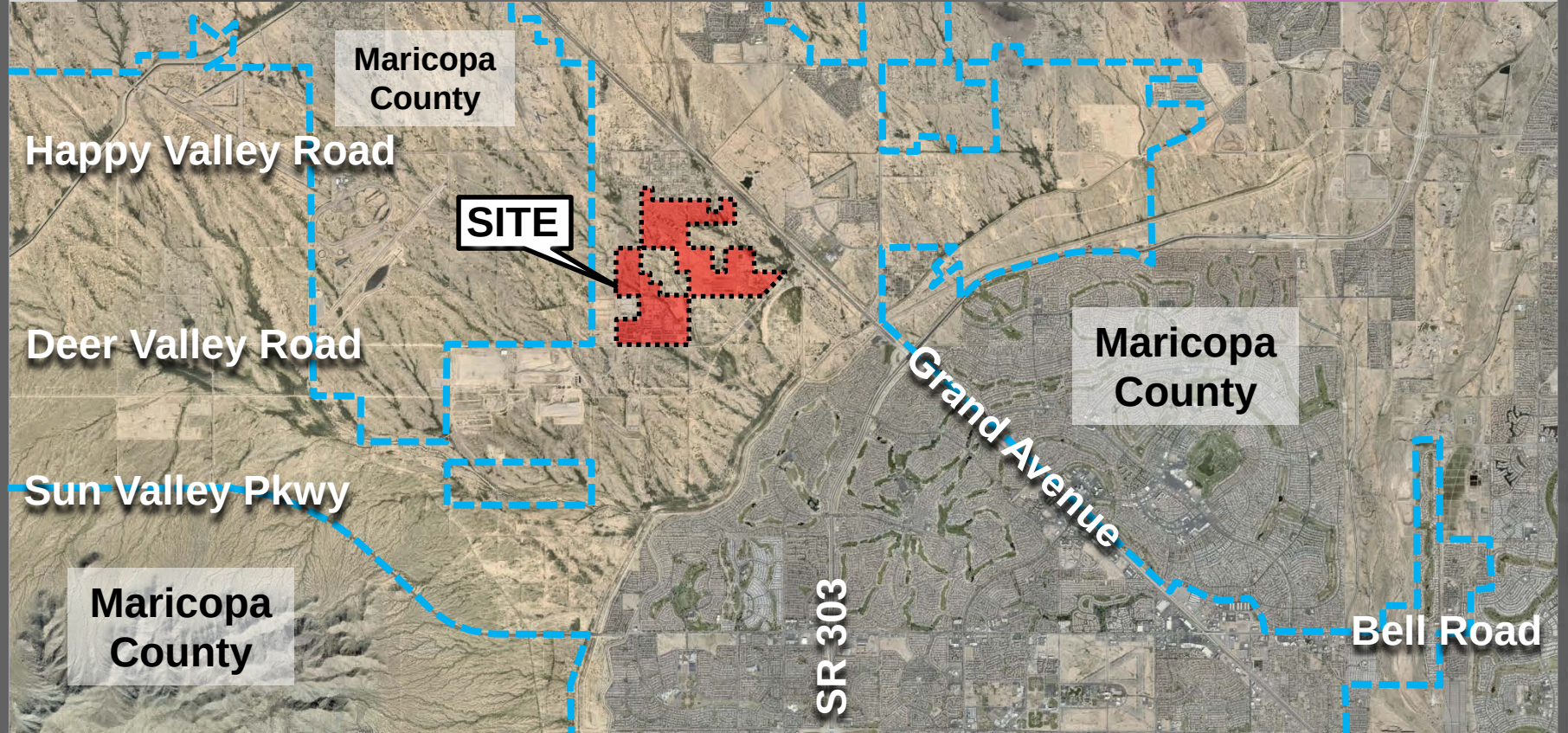
Attachments:

- 01 Vicinity Map
- 02 Case Map
- 03 Final Plat
- 04 Landscape Plans
- 05 Alternative Assurance Agreement

VICINITY MAP

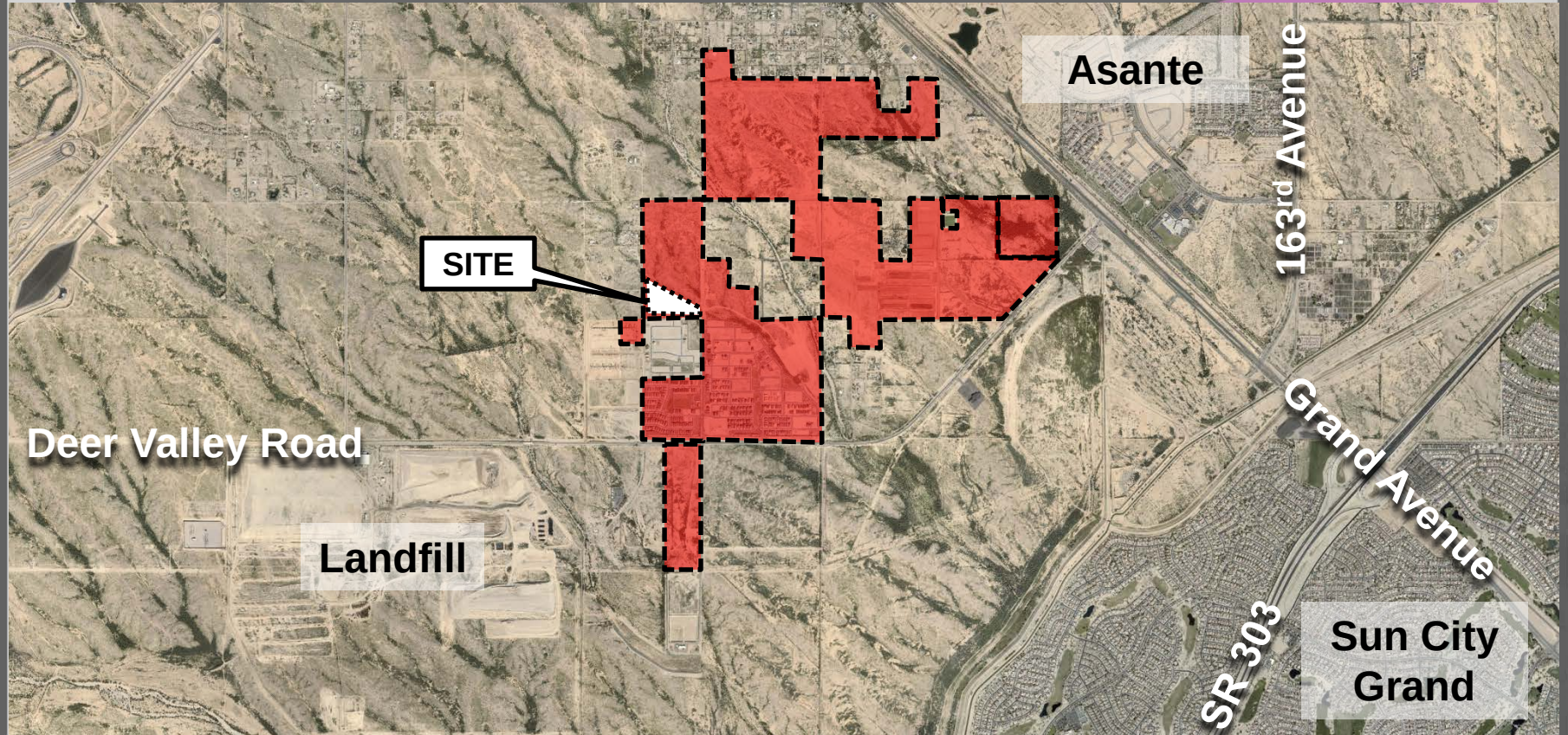
FS20-207

North Copper Canyon 3.1

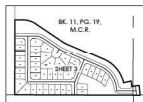


CASE MAP

FS20-207
North Copper Canyon 3.1



SHEET INDEX

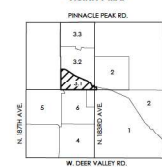


FINAL PLAT FOR NORTH COPPER CANYON PARCEL 3.1

A RE-SUBDIVISION OF LOT 3, PORTIONS LOTS 4, 13-16, AND A PORTION OF
ABANDONED RIGHT-OF-WAY OF THE "FRANK E. BELLAMY SUBDIVISION", RECORDED
IN BOOK 11, PAGE 19, MARICOPA COUNTY RECORDS.

LOCATED IN THE NORTH HALF OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

VICINITY MAP



DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

UNLESS ANY HEREIN BY THESE PRESENTS THAT FURTHER WHERE, BUT, AN ARIZONA CORPORATION, AS FORMERLY
SUBDIVIDED UNDER THE NAME NORTH COPPER CANYON PARCEL 3.1, A SUBDIVISION LOCATED IN A PORTION OF THE NORTHWEST
QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 2 WEST, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON
AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF NORTH COPPER CANYON PARCEL 3.1, AND DECLARES THAT THIS
PLAT SETS FORTH THE LOCATION AND GROSS DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING
SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO
EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS ALL
AREAS DESIGNATED ON THE PLAT AS WATERSEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS FOR THE PURPOSE OF
INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE WATERSEWER LINES, MANHOLES, FIRE
HYDRANTS AND WATER METERS.

OWNER HEREBY DEDICATES AND CONVEYS TRACTS "A" THROUGH "C" TO THE NORTH COPPER CANYON COMMUNITY
ASSOCIATION.

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.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN OODOR EASEMENT OVER, UPON, AND ACROSS THIS PLAT AND EVERY LOT
AND PARCEL THEREOF WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH COOKS, FUMES,
SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION OF AND MAINTENANCE OF THE CITY'S WATER
RECLAMATION FACILITIES.

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE
AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF
SIGHT VISIBILITY OBSTRUCTIONS.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AN AVIATION
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,
ODOR, FUEL, AND LUBRICANT PARTICULATES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT
LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LINE AIR FORCE BASE AND AUXILIARY FIELD.

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

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 HEREBY GRANTS TO THE CITY OF SURPRISE A PUBLIC RECREATION/ENTERTAINMENT EASEMENT FOR PEDESTRIAN ACCESS, EQUINE
ACCESS, BICYCLING, AND OTHER NON-MOTORIZED FORMS OF ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE
RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN ON THIS PLAT.

OWNER HEREBY GRANTS TO THE PUBLIC AN EASEMENT FOR RECREATION OVER, UPON, AND ACROSS THOSE AREAS DESIGNATED
AS RECREATION TRAILS OR AREAS FOR THE PURPOSE OF ALLOWING THE PUBLIC ACCESS TO THE TRAIL SYSTEM.

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 PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND
EGRESS FOR EMERGENCY VEHICLES.

IN WITNESS WHEREOF, OWNER HAS HERETO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE
AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 20____.

COURTLAND HOMES, INC., AN ARIZONA CORPORATION

BY: _____
ITS: _____

100 YEAR ASSURED WATER SUPPLY

THE SUBDIVIDER HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED WATER SUPPLY FROM THE DEPARTMENT OF WATER
RESOURCES.

21-40211-0000
CERTIFICATE NUMBER 01307
DATE

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED
_____, AN ARIZONA CORPORATION, AND THAT AS SAID OFFICER BEING DULY
AUTHORIZED TO DO SO AND ATTEST TO BY THEIR SIGNATURE, EXECUTED THE FORGING INSTRUMENT FOR THE PURPOSED
CONTAINED HEREIN.

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

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES: _____
DATE _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED
_____, AN ARIZONA CORPORATION, AND THAT AS SAID OFFICER BEING DULY
AUTHORIZED TO DO SO AND ATTEST TO BY THEIR SIGNATURE, EXECUTED THE FORGING INSTRUMENT FOR THE PURPOSED
CONTAINED HEREIN.

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

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES: _____
DATE _____

HOMEOWNERS ASSOCIATION RATIFICATION

I, _____, AN ARIZONA NON-PROFIT
CORPORATION HEREBY RATIFIES AND APPROVES THIS PLAT FOR NORTH COPPER CANYON, PARCEL 3.1, AND THE
RESPONSIBILITIES IMPOSED UPON IT UNDER THIS PLAT.

IN WITNESS WHEREOF, I HAVE CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY
OF _____, 20____.

NORTH COPPER CANYON COMMUNITY ASSOCIATION
AN ARIZONA NON-PROFIT CORPORATION

BY: _____
ITS: _____

BASIS OF BEARING

NORTH 00°09'01" EAST, BEING THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 14, TOWNSHIP 4 NORTH, RANGE
2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO AN UNRECORDED ALTA SURVEY BY
LAND SURVEY SERVICES DATED 02/05/2020. THE BASIS OF BEARING APPEARS ON THE SURVEY AS STATED BELOW:

SOUTH 00°29'30" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST,
GILA AND SALT RIVER MERIDIAN.

NOTES

- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- IN ACCORDANCE WITH ARS § 40-107, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH
THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 4-2-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT
FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE.
- THE PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE AUSTIN RANCH WEST PRELIMINARY PLAT, APPROVED 12/06/08, UNDER
CASE NUMBER 1795-024.
- NO STRUCTURES OF ANY KIND MAY BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN
THE DRAINAGE EASEMENT WHICH WOULD IMPED THE FLOW OF WATER UNDER OR THROUGH THE EASEMENT.
- NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN THE SEWER AND WATER EASEMENT
EXCEPT MOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING AND/OR PARKING, WITH ANY PLANTING EXCEPT GRASS. IT SHALL
BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE (CITY) SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS,
SWIRLS AND GROUND COVER THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR
RECONSTRUCTION OF CITY UTILITIES.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE
FENCING. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND. STRUCTURES AND LANDSCAPING AT ALL
INTERSECTIONS OF STREET RIGHTS-OF-WAY WILL BE MAINTAINED AT A MAXIMUM OF 2' IN HEIGHT WITHIN A 3' x 3' TRIANGLE
MEASURED ALONG THE RIGHT-OF-WAY LINES. EACH LOT IN THIS SUBDIVISION IS PERMITTED ONE DWELLING UNIT PER LOT.
- ALL EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "V" AND ZONE "VE" BY THE FEDERAL EMERGENCY
MANAGEMENT AGENCY. ON FLOOD INSURANCE RATE MAP NO. 0815C020L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16,
2013, FOR COMMUNITY 08025, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE
MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- PURSUANT TO A.R.S. § 4-2-11102, 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 #14761 AND 14710, WHEN
APPLICABLE.
- THE SETBACKS AND DIMENSIONAL REQUIREMENTS FOR PRIMARY AND ACCESSORY USES AND STRUCTURES APPROVED IN
THE NORTH COPPER CANYON AMENDMENT TO THE AUSTIN RANCH PLANNED AREA DEVELOPMENT (PAD) THAT WAS PASSED
BY THE MAYOR AND CITY COUNCIL, ON FEBRUARY 16, 2009, CASE # 1736-021 WILL DETERMINE SETBACKS AND DIMENSIONAL
REQUIREMENTS WITHIN SETBACKS AND DIMENSIONAL REQUIREMENTS FOR PRIMARY AND ACCESSORY USES AND
STRUCTURES AND NOT SPECIFIC TO THE PAD. THE CITY OF SURPRISE MUNICIPAL CODE IN PLACE AT THE TIME OF BUILDING
PERMIT APPLICATION WILL DETERMINE SUCH SETBACKS AND DIMENSIONAL REQUIREMENTS.

OWNER / DEVELOPER

COURTLAND HOMES, INC.
4180 WEST KITTY HAWK
CHANDLER, ARIZONA 85226
CONTACT: HANS KOPPENHOEFER
PHONE: 480-880-9775
EMAIL: HANS.KOPPENHOEFER@COURTLANDHOMES.COM

APPROVALS

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 20____, BY THE CITY ENGINEER OF SURPRISE,
ARIZONA.

CITY ENGINEER DATE _____

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA THIS ____ DAY OF _____, 20____.

MAYOR DATE _____

ATTEST: CITY CLERK DATE _____

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 MEASUREMENTS 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.

11 / 06 / 2020 DATE

REGISTERED PROFESSIONAL SURVEYOR
TERRASCOPE CONSULTING LLC
841 E. MIDCOURT AVE., STE. 100, PHOENIX, AZ 85014
602-267-4732
tsc@terrascopellc.com

11 / 06 / 2020 DATE

Michael H. Koppenhofer

EXPIRES 12/31/2020

consulting
Terrascopellc
civil engineering • surveying • urban planning

445 East McDowell Ave., Suite 100, Phoenix, Arizona 85013
PH: 602.267.4732 • tsc@terrascopellc.com • www.terrascopellc.com

FINAL PLAT
NORTH COPPER CANYON
PARCEL 3.1



DATE: 11 / 06 / 20

CHECKED BY: BMB

DRAWN BY: MBH

TITLE:

COVER SHEET

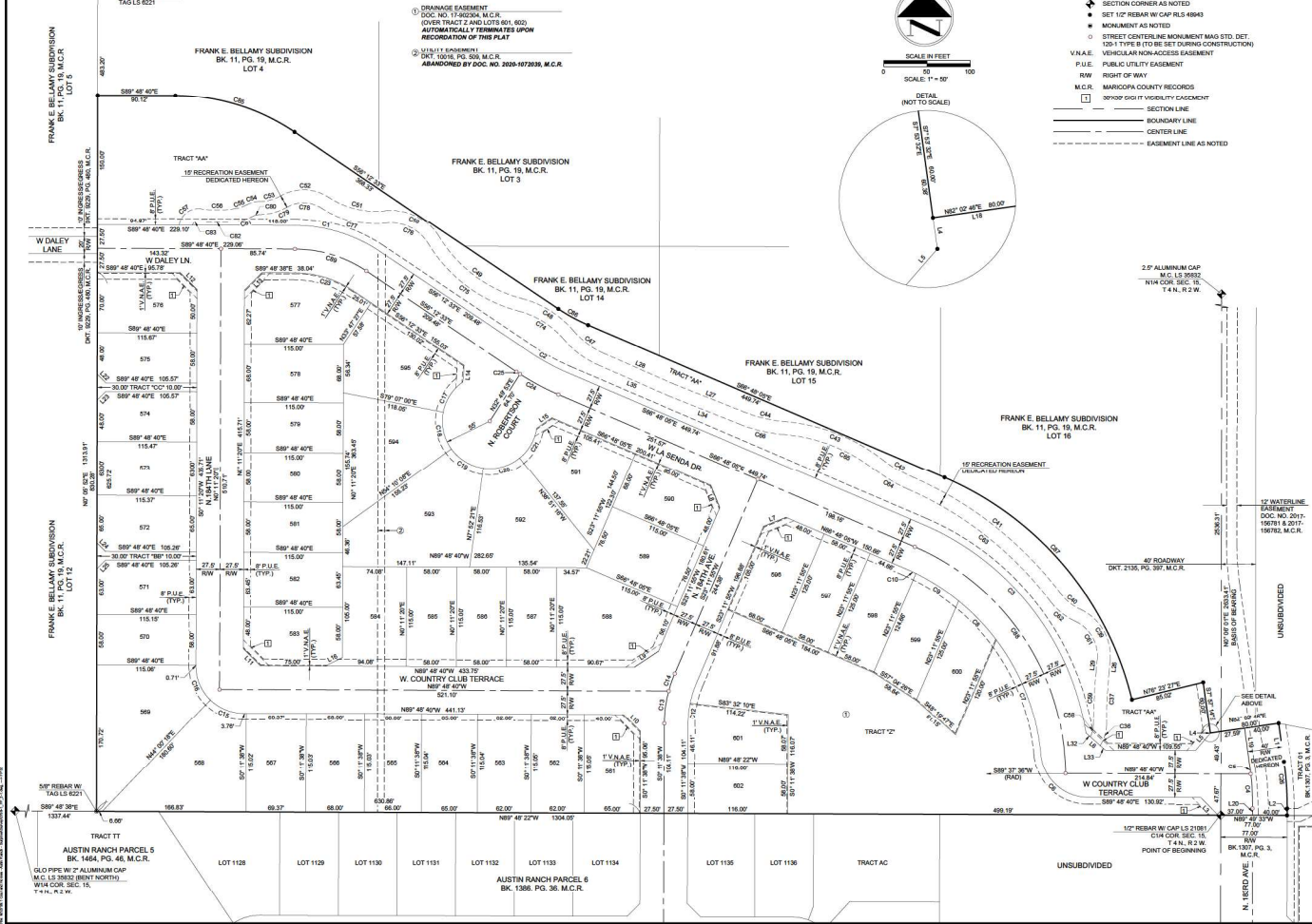
SHEET No. 1 of 3

PROJECT No. 0799.1

CASE #5326-207

Page 26 of 280

NORTH COPPER CANYON PARCEL 3.1



- SURVEY LEGEND**
- SECTION CORNER AS NOTED
 - SET 1/2" REBAR W/ CAP RLS 48943
 - MONUMENT AS NOTED
 - STREET CENTERLINE MONUMENT MAG STD. DET.
 - 1/2" TYPE B TO BE SET DURING CONSTRUCTION
 - VEHICULAR NON-ACCESS EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - R/W RIGHT OF WAY
 - M.C.R. MARICOPA COUNTY RECORDS
 - 10' RECREATION EASEMENT
 - 10' VEHICULAR NON-ACCESS EASEMENT
 - SECTION LINE
 - BOUNDARY LINE
 - CENTER LINE
 - EASEMENT LINE AS NOTED

civil engineering • surveying • urban planning

445 East Main Street, Suite 100 Phoenix, Arizona 85013
PH: 602.257.8183 • info@terrascope.com • terrascope.com

FINAL PLAT

NORTH COPPER CANYON

PARCEL 3.1

DATE: 11/06/20

CHECKED BY: BWS

DRAWN BY: MHR

TITLE: **FINAL PLAT**

SHEET No: 3 of 3

PROJECT No: 0799.1

CASE #P330-207

ALL IRRIGATION TO UTILIZE AN AUTOMATIC CLOCK AS SPECIFIED. LOCATE POWER SOURCE IN THE FIELD. USE COMMON TREES WHERE POSSIBLE.

FOR PERMITS AND SCALES FOR ALL SPRINKLING WITH ELECTRICAL VALVES.

ALL MAINLINE TO BE BURIED A MINIMUM OF 18" BELOW FINISH GRADE. ALL LATERALS TO BE BURIED A MINIMUM OF 12" BELOW FINISH GRADE.

INSTALL ELECTRICAL VALVES IN PLASTIC VALVE BOXES FLUSH WITH GRADE. VALVE BOX LOCATION TO BE APPROVED BY THE CITY ENGINEER.

ALL VALVES TO BE ASSEMBLED WITH ALL HARD COPPER PIPE AND FITTINGS. A UNION SHALL BE INSTALLED ON BOTH INLET AND OUTLET SIDES OF PIPE ABOVE GRADE.

CONTRACTOR TO OBTAIN PERMIT TO OWN PRIOR TO INSTALLATION ACCEPTANCE. AS-BUILT PLANS TO BE AVAILABLE FOR REVIEW AT THE TIME OF FINAL WALKTHRU.

CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITTING AND/OR APPROVALS BY ARCHITECT OR OWNER'S REPRESENTATIVE.

ALL LATERALS AND ELECTRICAL SLEEVES TO BE SCH. 40 PVC. ALL SLEEVES TO EXTEND AT LEAST 1" BEYOND CONCRETE STRUCTURES. ALLOW 4-6" FROM END OF SLEEVES TO FIRST FITTING ON IRRIGATION LINE. ALL SLEEVES TO BE 2" BELOW GRADE AND/OR ASLOW PER OWNER'S SPECIFICATIONS.

CONTRACTOR TO PROVIDE AND MAINTAIN REQUIRED IRRIGATION SLEEVING. COORDINATE INSTALLATION WITH GENERAL CONTRACTOR. VERIFY ANY IRRIGATION SLEEVING WITH OTHER CONTRACTORS.

CONTRACTOR TO PROVIDE UNDRILLS, SLEEVES AND/OR SLOPED PLANTING AREA FOR APPROVAL BY ARCHITECT OR OWNER'S REPRESENTATIVE.

ALL IRRIGATION LINES AND BOXES TO BE CLEAR OF DEBRIS AND ALL MANHOLE REPRESENTATIVES AND/OR ARCHITECT OF VALVE BOX SHALL ALSO BE FREE OF DEBRIS.

ALL MATERIAL USED SHALL BE INSTALLED AS PER DESIGN AND AS PER MANUFACTURER'S SPECIFICATIONS. ANY DEVIATIONS FROM DESIGN SHALL BE APPROVED BY ARCHITECT OR OWNER'S REPRESENTATIVE.

LOCATE PRESSURE REGULATOR AND Y STRAINER IN A VALVE BOX WITH 6" WIDE CIRCUMFERENCE. LOCATE VALVES TO BE USED FOR SHUTTING OFF IRRIGATION LINES TO BE INSTALLED IN VALVE BOXES. LOCATE IN RELAY OF TWO SEPARATE BOXES ALL BOXES TO BE LOCATED IN PLANTING AREAS AND INSTALLED FLUSH WITH GRADE.

ALL DRYP SYSTEMS TO BE FLUSHED THROUGH SPRINKLER CUPS. FLUSH CUPS TO BE LOCATED IN 10' ROUND ECONOMY BOXES.

ALL IRRIGATION LINES TO BE INSTALLED WITH 10' SPACING.

ALL PLANTS REQUIRING MORE THAN ONE DRIP EMITTER SHALL HAVE EMITTERS DISTRIBUTED EVENLY AROUND THE EDGE OF THE PLANTING AREA.

PRIOR TO OWNERS APPROVAL (INCLUDING "LINE-UP" TEST) MUST BE PERFORMED AS FOLLOWS:

ALL IRRIGATION EQUIPMENT (INCLUDING ALL PIPELINES AND SLEEVES) TO BE DOCUMENTED FROM TWO STATIONARY LOCATIONS.

ALL DRYP SYSTEMS TO BE FLUSHED BEGINNING WITH THE Y STRAINER, AND WORKING AROUND FROM PRESSURE REGULATOR TO EACH END OF EACH LINE.

IRRIGATION VALVES TO BE LABELED ON A SHEET OF PAPER WITH STATIONS CORRESPONDING TO MARKET LABELS ON TOP OF EACH VALVE BOX. ALL VALVES TO BE LABELED WITH HARD PAPER AREAS. WALLS AND/OR ARCHITECT.

ALL IRRIGATION SPRAY HEADS ARE TO BE FLUSHED OF DEBRIS AND FLOW CHECKS ADJUSTED IN ORDER TO ACHIEVE 100% COVERAGE. AVOID SPRAY INTO ALL TREES, CURBS, SIDEWALKS OR ANY OTHER HARDSCAPE AREA OR STRUCTURE.

CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITTING AND/OR APPROVALS BY ARCHITECT OR OWNER'S REPRESENTATIVE.

CONTRACTOR TO BE RESPONSIBLE FOR SUPPLYING MATERIALS AND LABOR TO PROVIDE SPECIFIED ELECTRICAL SERVICE TO ALL IRRIGATION EQUIPMENT. CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITTING AND/OR APPROVALS BY ARCHITECT OR OWNER'S REPRESENTATIVE.

CONTRACTOR TO PROVIDE A COMPLETE BACKLOG PLAN FOR REVIEW. ALL LATERALS ARE TO BE SCREENED AND NEW PLANT MATERIAL. REFER TO PLANTING PLAN FOR SCREENING.

CONTROLLER WIRE SHALL BE A DIFFERENT COLOR FOR THE LINES AND DRIP LINES. AT LEAST ONE EXTRA CONTROL WIRE SHALL BE INSTALLED FOR EACH LINE AND DRIP LINE.

ALL IRRIGATION LINES ARE SCHEMATIC. THE CONTRACTOR IS RESPONSIBLE FOR RUNNING IRRIGATION LINES TO ALL PLANTING AREAS. ALL IRRIGATION LINES AND EQUIPMENT TO BE INSTALLED IN LANDSCAPE AREAS AND WITHIN THE LIMITS OF WORK.

IRRIGATION LINES TO RUN PARALLEL TO THE HIGH SIDE OF SLOPES WHEREVER POSSIBLE.

ALL LATERALS TO BE VALVED SPRINKLING SURFINGS AND GROUNDCOVER.

CONTRACTOR TO BE RESPONSIBLE FOR SUPPLYING AND INSTALLING ALL SLEEVING NECESSARY TO RUN IRRIGATION LINES THROUGH CONCRETE STRUCTURES.

CONTRACTOR SHALL ADJUST ALL SPRAY HEADS AS NECESSARY TO AVOID OVER SPRAY ONTO ALL WALKS, CURBS, OR ANY OTHER HARDSCAPE AREA OR STRUCTURE.

CONTRACTOR TO PROVIDE EMITTERS TO ALL TREES IN TURF AREAS. EMITTERS TO RUN IN TURF AREAS SHALL BE BURIED AT LEAST 1" BELOW FINISH GRADE.

EXISTING CROP OF SURPRISE IRRIGATION SHALL BE MODIFIED IN RIGHT OF WAY AND CONNECTED TO THE NEW SYSTEM. MAINTAIN ANY EXISTING IRRIGATION REQUIREMENTS CONTRACTOR TO CAP OR ABANDON EXISTING IRRIGATION.

[illegible]

1. PROVIDE LANDSCAPE ARCHITECT A SAMPLE OF DECOMPOSED GRANITE FOR APPROVAL TO DELIVERY TO THE SITE.
2. OBTAIN BACKFILL PLANTING PITS SHALL BE 40% PARTS NINE (9) TO 1 PART NITROGEN STABILIZED MULCH, MIX MULCH AND SOIL BACKFILL THOROUGHLY TO RECREATE BACKFILL TO PRIOR CONDITION.
3. TOPSOIL TO CONFORM TO THE REQUIREMENTS OF MAG SPECIFICATION, SECTION 795. PROVIDE A WRITTEN DESCRIPTION OF CERTIFICATION OF ORIGINAL ORIGIN OF TOPSOIL TO LANDSCAPE ARCHITECT FOR APPROVAL.
4. PLANT TABLETS TO BE 40% PARTS 21 GRAM, 20 1/2 OZ FERTILIZER TABLETS.
5. ALL QUANTITIES OF LANDSCAPE ARCHITECT DECOMPOSED GRANITE TO BE CONSIDERED THE UNIT PRICE ONLY AT THE TIME OF BIDDING.
6. ALL PLANTS MUST BE INSPECTED AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PLANTING.
7. ALL QUANTITIES OF LANDSCAPE ARCHITECT DECOMPOSED GRANITE TO BE CONSIDERED THE UNIT PRICE PRECEDENCE.
8. LANDSCAPE ARCHITECT SHALL DETERMINE THE LOCATION OF ALL UNDERGROUND UTILITIES FOR PROTECTION PRIOR TO CONSTRUCTION, CONTACT BLUE BOOK AT 602-765-1300 OR 1-800-782-5348.
9. PRIOR TO BIDDING, THE LANDSCAPE SUPERINTENDENT SHALL WALK THE SITE TO DETERMINE THE LOCATION OF ALL UNDERGROUND UTILITIES.
10. THE LANDSCAPE CONTRACTOR SHALL WARRANT THE WORK FOR A PERIOD OF ONE YEAR.
11. THE PROTECTION OF ALL UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND THE SITE SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
12. BEFORE WORK BEGINS ON THE PROJECT, THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT WITH THE LANDSCAPE ARCHITECT.
13. THE LANDSCAPE ARCHITECT, OWNER'S REPRESENTATIVE, AND THE CITY OF SURPRISE IS TO APPROVE ANY PLANT MATERIAL USED ON THE PROJECT. ALL PLANT MATERIAL SHALL BE INSPECTED PRIOR TO PLANTING.
14. THE LANDSCAPE ARCHITECT AND /OR OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIAL USED ON THE PROJECT.
15. UNLESS OTHERWISE NOTED ON PLANS, DECOMPOSED GRANITE SHALL EXTEND UNDER SHRUBS AND TREES TO THE TRUNK OF THE TREE.
16. SEE ENGINEER OR ARCHITECTURAL DRAWINGS FOR DRAINAGE FLOWS. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE THAT THESE ARE PROVIDED AND ARE NOT IMPAIRED WITH OTHER UTILITIES.
17. DOUBLE STAKE ALL TREES OUTSIDE LOT BOUNDARY.
18. LANDSCAPE CONTRACTOR TO PROVIDE BARRICADES TO BE REINFORCED BY PUBLIC WORKS PRIOR TO INSTALLATION.
19. LANDSCAPE CONTRACTOR SHALL INSPECT WITH OWNER'S REPRESENTATIVE ALL SIDEWALK AND CURB DAMAGE PRIOR TO BEGINNING OF WORK. ALL DAMAGE TO BE REPAIRS TO BE COMPLETED PRIOR TO THRU. ANY DAMAGED AREAS TO BE REPAIRED AT CONTRACTOR'S EXPENSES.
20. PLANTS TO BE LOCATED TO PROTECT ALL UTILITIES SUCH AS FIRE HYDRANTS, TRANSFORM GROUND, AND OTHER UTILITIES (IF ANY) AS NECESSARY.
21. LANDSCAPE CONTRACTOR SHALL CONTACT ARCHITECT AND /OR OWNER'S REPRESENTATIVE BEFORE ANY PLANTING OR REMOVAL OF PLANTS.
22. LANDSCAPE PLANS MUST CONFORM TO CITY DRAWINGS.
23. LANDSCAPE MAINTENANCE WITHIN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE CITY OF SURPRISE.

[illegible]

McGOUGH ADAMSON
535 E. MCKELLIPS ROAD, STE 131
MESA, ARIZONA 85203
CONTACT: NICK ADAMSON, RLA
602-997-9093
nicka@me-az.com

SYMBOL	BOTANICAL NAME - COMMON NAME	QTY.	SIZE	COMMENTS
TREES				
	ACACIA ANEURA - MULGA	9	24" BOX	STANDARD
	CHLOROPHIS SP. 'RIO SALADO' - 'RIO SALADO' DESERT WILLOW	47	24" BOX	MULTI-TRUNK
	OLEUNEUA TESOTA - IRONWOOD	5	24" BOX	MULTI TRUNK
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE	14	24" BOX	MULTI-TRUNK
	PARKINSONIA MICROPHYLLUM - FOOTHILLS PALO VERDE	16	24" BOX	STANDARD
	PROSOPIS HYBRID 'AZT.' - 'AZT' THORNLESS MESQUITE	32	24" BOX	MULTI-TRUNK
SHRUBS				
	CALLANDREA BYTHIOPHYLLA - NATIVE FAIRY DUSTER	91	5 GAL	CAN FULL
	ENCELIA FARINOSA - BRITTLEBUSH	42	5 GAL	CAN FULL
	HYPTIS EMORYI - DESERT LAVENDER	91	5 GAL	CAN FULL
	JUSSIEA CALIFORNICA - CHUPAROSA	38	5 GAL	CAN FULL
	LARREA TRIDENTATA - CREOSOTE BUSH	152	5 GAL	CAN FULL
	LARREA TRIDENTATA - CREOSOTE BUSH	152	5 GAL	CAN FULL
	LARREA TRIDENTATA - CREOSOTE BUSH	152	5 GAL	CAN FULL
	LARREA TRIDENTATA - CREOSOTE BUSH	152	5 GAL	CAN FULL
	SIMMONDSEA CHINENSIS - JOJOBA	17	5 GAL	CAN FULL
	SPHAERALCEA AMBIGUA - GLOBE MALLOW	32	5 GAL	CAN FULL
ACCENTS				
	AGAVE AMERICANA - AMERICAN AGAVE	5	5 GAL	CAN FULL
	ASCLEPIAS SUBULATA - DESERT MILKWED	76	5 GAL	CAN FULL
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS	45	5 GAL	CAN FULL
	DASYLIUM WHEELERI - DESERT SPOON	69	5 GAL	CAN FULL
	FOUQUIERIA SPLENDENS - OCOTILLO	11	8 CANES	BARE ROOT
	HESPERALOE PARVIFLORA 'PERPA' - 'BRAKELIGHTS' RED YUCCA	154	5 GAL	CAN FULL
	HESPERALOE PARVIFLORA - DESERT GRASS	131	5 GAL	CAN FULL
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR	8	5 GAL	2 PADS MIN.
GROUND COVERS				
	AMBROSIOLEA LUTEA - IRANGUNLEAF BURGARD	127	3 GAL	CAN FULL
	BAILEYA MULTIRADIATA - DESERT MARGOLD	115	5 GAL	CAN FULL
	EREMOPHILA GLABRA HYBRID - 'OUTBACK SUNRISE'	55	5 GAL	CAN FULL
DECOMPOSED GRANITE - T.B.D. BY OWNER				110.774 SQFT.
MID-IRON BERMUDA TURF				9021 SQFT.

SHEET #	DESCRIPTION
L0.1	COVER SHEET
L1.1 - L1.4	PLANTING PLAN
L2.1 - L2.4	IRRIGATION PLAN
L3.1	WALL PLAN
L4.1 - L4.3	DETAILS

A map of the study area showing the location of the site. The map includes several roads: W. Happy Valley Road at the top, W. Grand Ave running diagonally from the top right to the bottom, W. Deer Valley Road at the bottom, W. Pinnacle Peak Road running horizontally across the middle, N. 8th Ave running vertically on the left, and N. 10th Ave running vertically on the right. A shaded rectangular area labeled 'SITE' is located on N. 10th Ave, between W. Pinnacle Peak Road and W. Deer Valley Road.



Expires: 03-31-2023

COVER SHEET
NORTH COPPER CANYON - PARCEL 3.1
N. 183RD AVENUE & W. DEER VALLEY ROAD
SURPRISE, AZ

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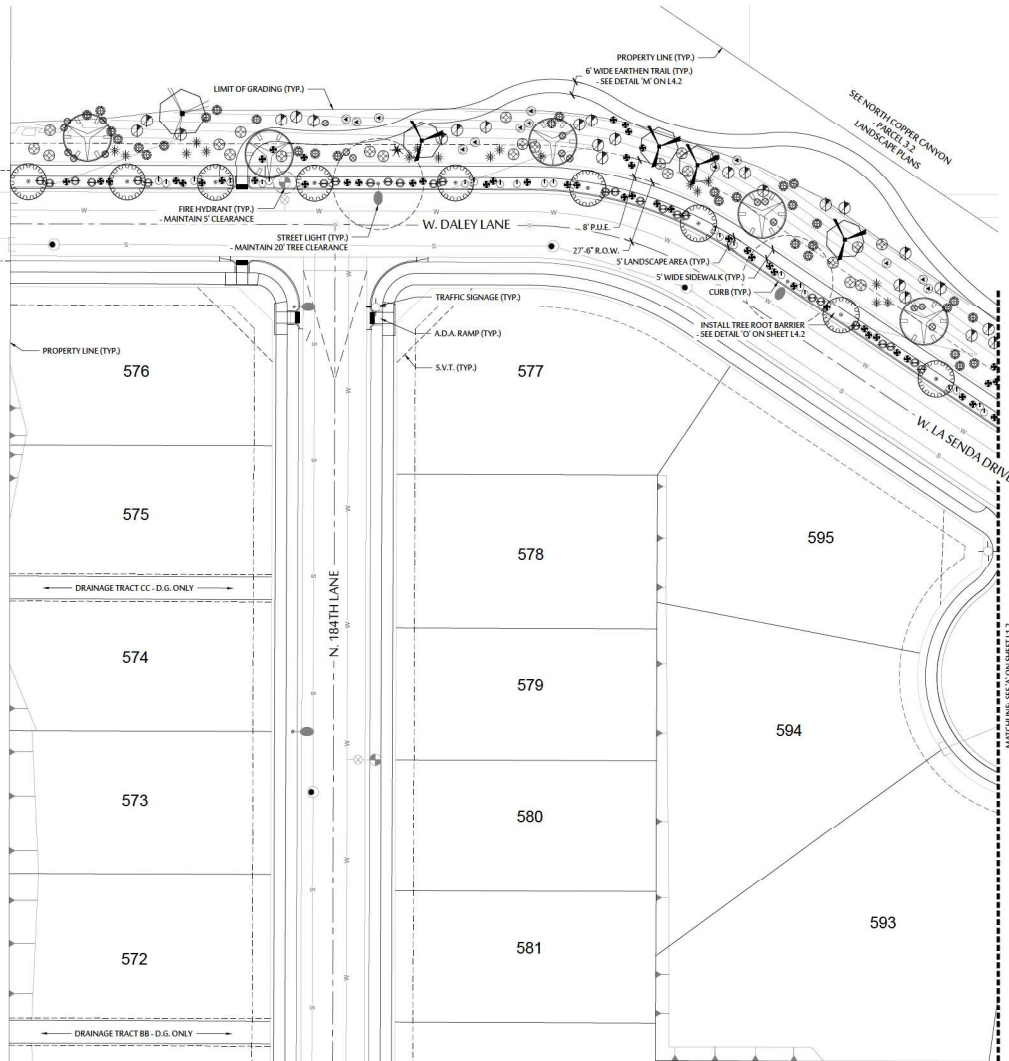
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VISIONS: _____

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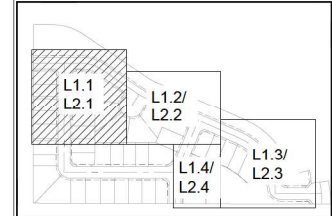
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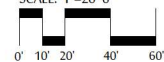
PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA ANEURA - MULGA
	CHILOPSIS SP. "RIO SALADO" - "RIO SALADO" DESERT WILLOW
	OLNEYA TESOTA - IRONWOOD
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE
	PARKINSONIA MICROPHYLLUM - FOOTHILL SPALO VERDE
	PROSOPIS HYBRID "AZT." - "AZT." THORNLESS MESQUITE
SHRUBS	
	CALLIANDRA ERIOPHYLLA - NATIVE FAIRY DUSTER
	ENCELIA FARINOSA - BRITTLEBUSH
	HYPTIS EMORYI - DESERT LAVENDER
	JUSTICIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
	SPHAERALCEA AMBIGUA - GLOBE MALLOW
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	ASCLEPIUS SUBULATA - DESERT MILKWEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	FOUQUIERIA SPLENDENS - OCOTILLO
	HEPERALOE PARVIFLORA "PERRA" - "BRACKLELIGHTS" RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR
GROUND COVERS	
	AMBROSIA DELTOIDEA - IRRAWADDI LAY BURSDOGE
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
	ERIOPHILA GLABRA HYBRID - "OUTBACK SUNRISE"
	DECOMPOSED GRANITE - T.B.D. BY OWNER
	MID-IRON BERMUDA TURF

KEY MAP



SCALE: 1"=20'-0"



PLANTING PLAN NORTH COPPER CANYON - PARCEL 3.1 N. 183RD AVENUE & W. DEER VALLEY ROAD SURPRISE, AZ

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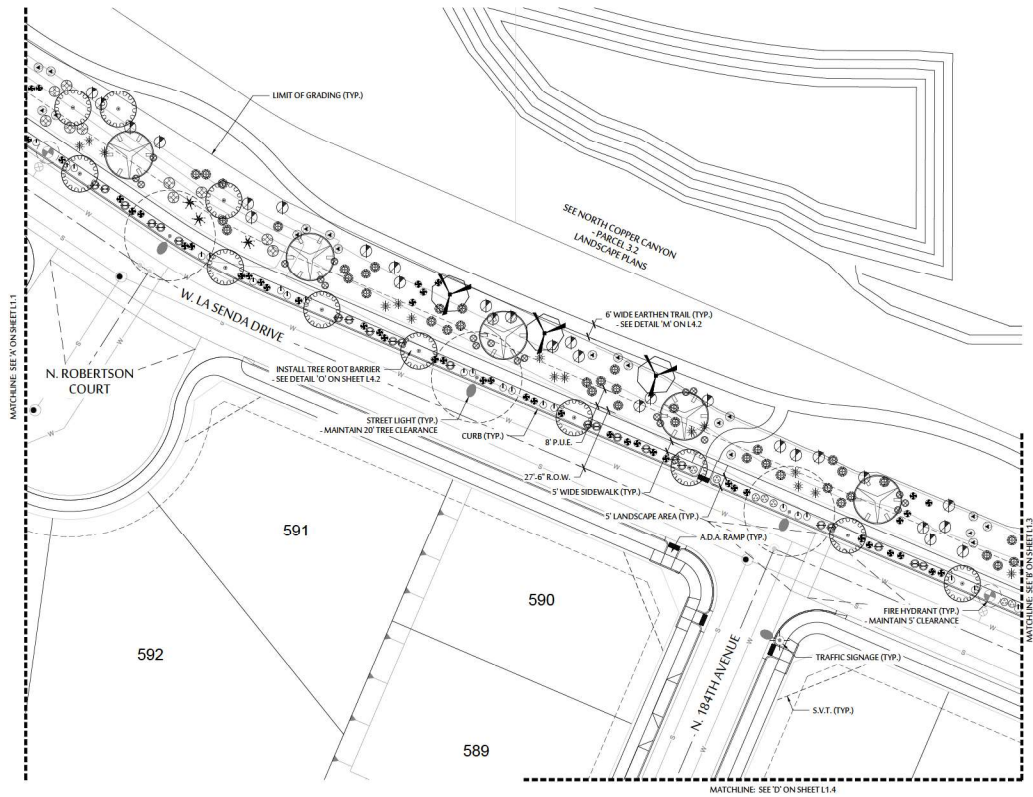
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CASE #: F526-267

SHEET NO.
L1.1

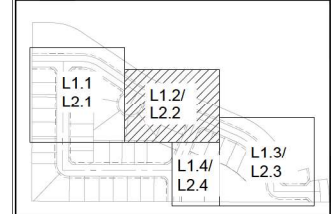
2 of 13



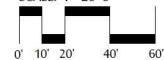
PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA ANEURIA - MULGA
	CHILOPSIS SP. "RIO SALADO" - "RIO SALADO" DESERT WILLOW
	OLNEYA TESOTA - IRONWOOD
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE
	PARKINSONIA MICROPHYLLUM - "FOOTBALLS" PALO VERDE
	PROSOPIS HYBRID "AZT" - "AZT" THORNLESS MESQUITE
SHRUBS	
	CALLIANDRA ERIOPHYLLA - NATIVE FAIRY DUSTER
	ENCELIA FARINOSA - BRITTLEBUSH
	HYPTIS EMORYI - DESERT LAVENDER
	JUSTICIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
	SPHAERALCEA AMBIGUA - GLOBE MALLOW
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	ASCLEPIUS SUBULATA - DESERT MILKWEEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	FOUQUIERIA SPLENDENS - OCOTILLO
	HESPERALOE PARVIFLORA "PERLA" - "BRACELIGHTS" RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR
GROUND COVERS	
	AMARANTHUS DEFLEXUS - "KANGAROO" BURNAGE
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
	ERIOGONUM GLABERRIMUM - "OUTBACK" SUNRISE
	DECOMPOSED GRANITE - T.B.D. BY OWNER
	MID-IRON BERMUDA TURF

KEY MAP



SCALE: 1"=20'-0"



PLANTING PLAN
NORTH COPPER CANYON - PARCEL 3.1
N. 183RD AVENUE & W. DEER VALLEY ROAD
SURPRISE, AZ

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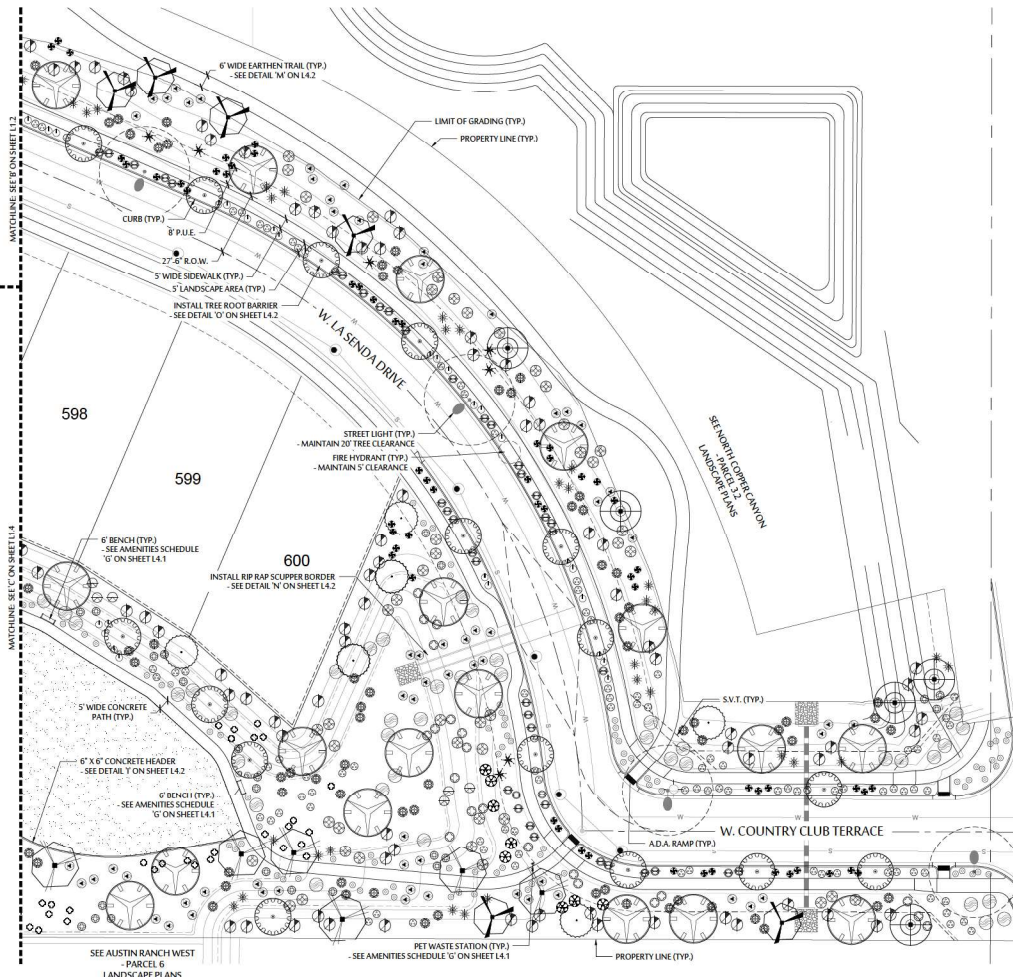
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CASE #: F526-267

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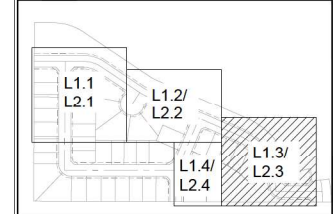
3 of 13



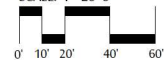
PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA ANEURA - MULGA
	CHILOPSIS SP. "RIO SALADO" - "RIO SALADO" DESERT WILLOW
	OLNEYA TESOTA - IRONWOOD
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE
	PARKINSONIA MICROPHYLLUM - FLOTHILL SPALM OVERDRIFT
	PROSOPIS HYBRID "AZT." - "AZT." THORNLESS MESQUITE
SHRUBS	
	CALLIANDRA ERIOPHYLLA - NATIVE FAIRY DUSTER
	ENCELIA FARINOSA - BRITTLEBUSH
	HYPTIS EMORYI - DESERT LAVENDER
	JUSTICIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
	SPHAERALCEA AMBIGUA - GLOBE MALLOW
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	ASCLEPIUS SUBULATA - DESERT MILKWEEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	FOQUIERIA SPLENDENS - OCOTILLO
	HESPERALOE PARVIFLORA "PERPK" - "BRICKLIGHTS" RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR
GROUND COVERS	
	AMARANTHUS SUBULATA - IRONWALLFLOWER BUCKWHEAT
	BAILEYA MULTIRADIATA - DESERT MARIIGOLD
	EREMOPHILA GLABRA HYBRID - "OUTBACK SUNRISE"
	DECOMPOSED GRANITE - T.B.D. BY OWNER
	MID-IRON BERMUDA TURF

KEY MAP



SCALE: 1"=20'-0"



PLANTING PLAN NORTH COPPER CANYON - PARCEL 3.1 N. 183RD AVENUE & W. DEER VALLEY ROAD SURPRISE, AZ

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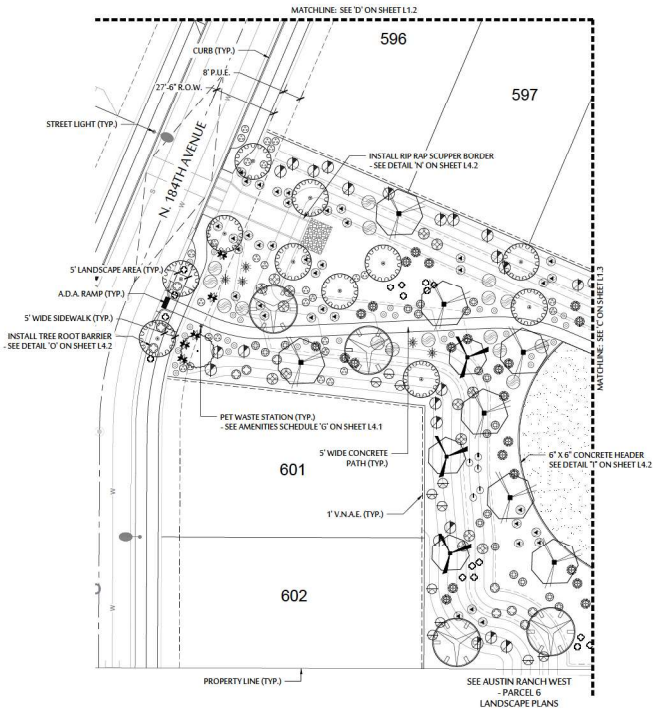
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CASE #: F526-267

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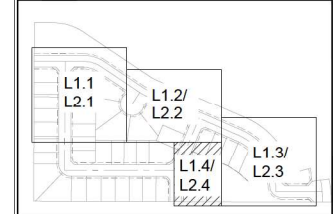
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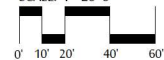
PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA ANEURA - MULGA
	CHILOPSIS SP. "RIO SALADO" - "RIO SALADO" DESERT WILLOW
	OLNEYA TESOTA - IRONWOOD
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE
	PARKINSONIA MICROPHYLLA - FLOTHILL SPALDING
	PROSOPIS HYBRID "AZT." - "AZT." THORNLESS MESQUITE
SHRUBS	
	CALLIANDRA ERIOPHYLLA - NATIVE FAIRY DUSTER
	ENCELIA FARINOSA - BRITTLEBUSH
	HYPTIS EMORYI - DESERT LAVENDER
	JUSTICIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
	SPHAERALCEA AMBIGUA - GLOBE MALLOW
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	ASCLEPIUS SUBULATA - DESERT MILKWEEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	FOUQUIERIA SPLENDENS - OCOTILLO
	HESPERALOE PARVIFLORA "PERRIN" - "BRAKELIGHTS" RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR
GROUND COVERS	
	AMISKOSA LUTEA - IRONWALLFLOWER BUCKWHEAT
	BAILEYA MULTIRADIATA - DESERT MARIIGOLD
	EREMOPHILA GLABRA HYBRID - "OUTBACK SUNRISE"
	DECOMPOSED GRANITE - T.B.D. BY OWNER
	MD-IRON BERMUDA TURF

KEY MAP



SCALE: 1"=20'-0"



PLANTING PLAN
NORTH COPPER CANYON - PARCEL 3.1
N. 183RD AVENUE & W. DEER VALLEY ROAD
SURPRISE, AZ

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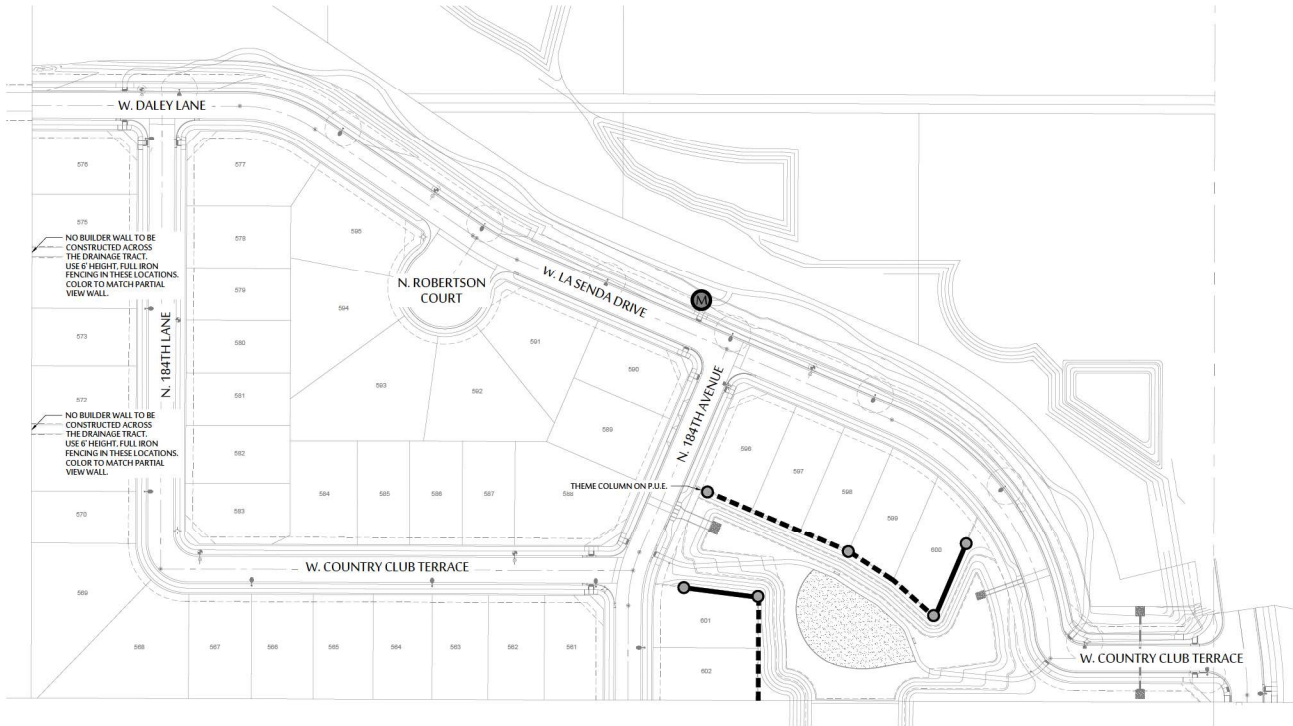
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REVISIONS:

CASE #: F526-267

SHEET NO. L1.4

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PROJECT WALL KEY

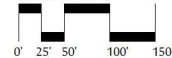
	6" PRIMARY THEME WALL APPROX. 180 LF (SEE DETAIL 'A', SHEET L4.1)
	6" PARTIAL VIEW FENCE APPROX. 402 LF (SEE DETAIL 'C', SHEET L4.1)
	PRIMARY THEME COLUMN- 4 TOTAL (SEE DETAIL 'B', SHEET L4.1)
	COMMUNITY MAILBOX CLUSTER - SEE DETAIL 'D' ON SHEET L4.1

BUILDER RESERVES THE RIGHT TO REVISE THE SPACING AND/OR QUANTITY OF THEME COLUMNS ON THE PROJECT. GET STRUCTURAL ENGINEERING APPROVAL FOR ANY CHANGES PRIOR TO CONSTRUCTION.

NOTES:

1. ALL FOOTINGS, WALLS, FENCES AND THEME COLUMNS TO BE LOCATED OUTSIDE OF THE P.U.E., R.O.W. AND SIGHT VISIBILITY TRIANGLE EASEMENTS.
2. THEME COLUMNS ARE TO BE 25'-0" OFF THE BACK OF SIDEWALK (UNLESS OTHERWISE NOTED). SOME THEME COLUMNS MAY HAVE TO BE LOCATED 30' OFF THE BACK OF SIDEWALK WHERE SIGHT VISIBILITY TRIANGLE EASEMENTS ARE PRESENT. CONVICTION (1) INSTALL 6" X 6" CONCRETE HEADER FROM THE FRONT OF THE COLUMN TO THE BACK OF THE SIDEWALK.
3. SEE CIVIL PLANS FOR RETAINING WALL LOCATIONS.
4. ALL PERIMETER AND INTERIOR WALLS NOT NOTED ABOVE SHALL BE STANDARD 4" X 8" X 16" CMU FENCE BLOCK.
5. ALL QUANTITIES ARE NOTED FOR CONVENIENCE ONLY. CONTRACTOR TO UTILIZE FINAL SITE PLAN TO DETERMINE FINAL QUANTITIES.

SCALE: 1"=50'-0"



535 E. MCKEE LIPS RD., SUITE 131
MESA, ARIZONA 85203
PHONE: (602) 997-9093



WALL PLAN
NORTH COPPER CANYON - PARCEL 3.1
N. 183RD AVENUE & W. DEER VALLEY ROAD
SURPRISE, AZ

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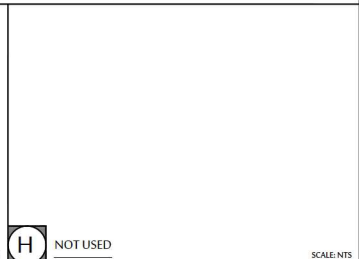
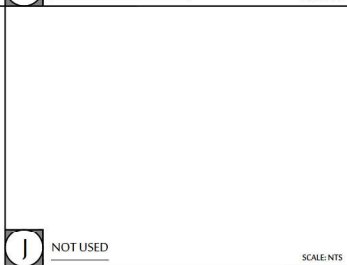
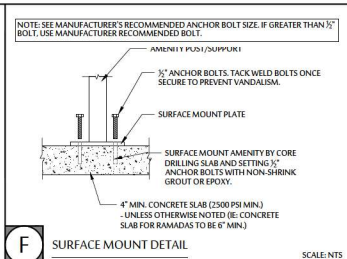
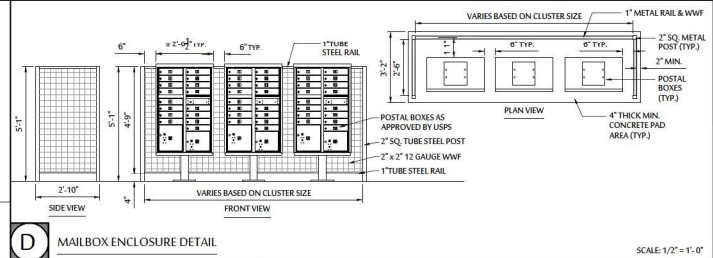
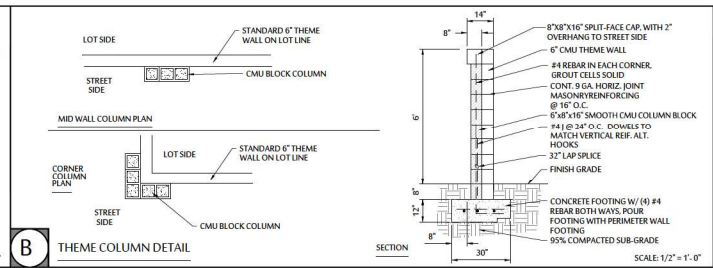
JOB NO. 20-25
DATE: 09-21-2020
DRAWN BY: BD
CHECKED BY: NA

REVISIONS:

CASE #: F526-207

SHEET NO. L3.1

10 of 13



NORTH COPPER CANYON PARCEL 3.1 ALTERNATIVE ASSURANCE AGREEMENT

This North Copper Canyon Parcel 3.1 Alternative Assurance Agreement ("Agreement") is dated as of this ___ day of _____, 2020 (the "Effective Date") by and between the City of Surprise, Arizona, an Arizona municipal corporation (the "City"), and Courtland Homes, Inc., an Arizona corporation ("Subdivider"). The City and Subdivider may be individually referred to as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, required an applicant for approval of a final plat to provide a performance bond, irrevocable letter of credit, funds in escrow, or other equivalent financial guarantee to the City, prior to recording a final plat approved by the City Council, in an amount equal to one hundred percent (100%) of the cost of the labor and materials necessary to complete satisfactory construction, installation, and dedication of the required street, utility, drainage and other improvements, including any portions of such improvements which are located upon individual lots; and

WHEREAS, as an alternative to the posting of financial assurances, Surprise Municipal Code, Section 16.12.040E, in effect in 2004, allowed the City Council to approve a final plat, but withhold recordation of the final plat until completion and acceptance of all required infrastructure improvements, as follows:

Alternate Approval Procedure. As an alternate procedure and at the request of the "[Subdivider]", the City Council may approve a final plat and instruct the Community Development Director to withhold the approved final plat from recording for a period of time to allow the "[Subdivider]" to install all of the required public improvements according to the plans and specifications approved by the City Engineer. This procedure, when approved by the Council, shall be in lieu of the guarantees for installation of improvements as set forth in subsection (A) (9) of this section. An executed standard contract as approved by the City Attorney regarding installation of improvements shall be submitted with the final plat. The contract shall require that all improvements be completed no later than twelve months from the date the final plat was approved by the City Council and that no lot may be sold. When the completed improvements are inspected and approved by the City Engineer, the plat shall be recorded by the Community Development Director, and the sale of lots may proceed according to the approved and recorded plat, provided that a one-year warranty shall be submitted covering the completed improvements.

WHEREAS, the Parties desire to enter into this Agreement for the purpose of allowing Subdivider, as an alternative to posting financial assurances, to construct and install all of the

required infrastructure improvements within twenty-four (24) months of the date of this Agreement, after approval of a final plat by the City Council but before recordation of the final plat.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties state, confirm, and agree as follows:

SPECIAL TERMS AND CONDITIONS

1. The improvements depicted on the following plans (the "Improvements") shall be completed by Subdivider:
North Copper Canyon Parcel 3.1, Grading and Drainage Plans
North Copper Canyon Parcel 3.1, Sewer Plans
North Copper Canyon Parcel 3.1, Water Plans
North Copper Canyon Parcel 3.1, Paving Plans
North Copper Canyon Parcel 3.1, Landscape Plans
2. If Subdivider elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A) (9), in effect in 2004, Subdivider shall complete satisfactory construction, installation, and dedication of the Improvements within twenty-four (24) months of the Effective Date of this Agreement as a precondition to recordation of the final plat. The final plat shall become null and void and of no force or effect if the Improvements have not been constructed and approved by the City Engineer within twenty-four (24) months of the Effective Date.
3. If Subdivider elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, no lots may be developed or sold until the Improvements are completed and approved by the City Engineer.
4. If Subdivider elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, after the completed Improvements have been inspected and approved by the City Engineer, the final plat shall be recorded by the Community Development Director promptly, and the sale of lots may proceed according to the approved and recorded plat, provided that a one-year warranty shall be submitted covering the completed Improvements.
5. If Subdivider should elect to post financial assurances for any improvement not approved by

the City, as required by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, the Community Development Director shall promptly record the final plat as permitted by Surprise Municipal Code, Section 16.12.040(E), in effect in 2004, and the sale of lots may proceed according to the approved and recorded plat.

GENERAL TERMS AND CONDITIONS

6. Subdivider hereby waives and releases the City from any and all claims under A.R.S. § 12-1134, *et seq.*, including any right to compensation for reduction in the fair market value of the real property that is the subject of this Agreement (North Copper Canyon Parcel 3.1), as a result of the City's approval of this Agreement. The terms of this waiver shall run with the land and shall be binding upon all subsequent Subdividers and shall survive the expiration or other termination of this Agreement.
7. This Agreement is subject to cancellation for conflict of interest. Pursuant to A.R.S. § 38-503 and § 38-511, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.
8. The provisions of this Agreement are binding upon and shall inure to the benefit and burden of the Parties and all of their successors in interest and assigns. Subdivider shall provide the City with at least ten (10) business days' written notice in the event that title to all or any part of North Copper Canyon Parcel 3.1 is conveyed or otherwise transferred to a third party that is not related to or an affiliate of Subdivider.
9. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.
10. Upon the conveyance of all or a portion of North Copper Canyon Parcel 3.1 by Subdivider or its successors-in-title or assigns and the assumption by such transferee of Subdivider's obligations under this Agreement, Subdivider or its successors-in-title or assigns, as applicable, shall be released from its liabilities and obligations under this Agreement.
11. The laws of the State of Arizona shall govern any dispute, controversy, claim or cause of action arising out of or related to this Agreement. 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. Neither Party shall be entitled to recover any of its attorneys' fees or other costs from the 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.

IN WITNESS WHEREOF, the parties have executed this Agreement, and this Agreement shall be effective, as of the Effective Date set forth above.

CITY OF SURPRISE, an Arizona municipal
corporation

By: _____

Skip Hall, Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTESTED:

City Clerk

Subdivider: Courtland Homes, Inc., an Arizona corporation

By: 
Alan Hamberlin

Its: Manager

Date: 10.6.2020

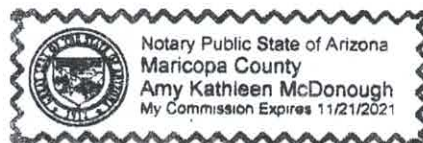
STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me on October 6th, 2020,
by Alan Hamberlin, Manager of Courtland Homes, Inc., an Arizona corporation, on behalf
of the corporation.


Notary Public

My Commission Expires:

11.21.2021





FS20-207

North Copper Canyon

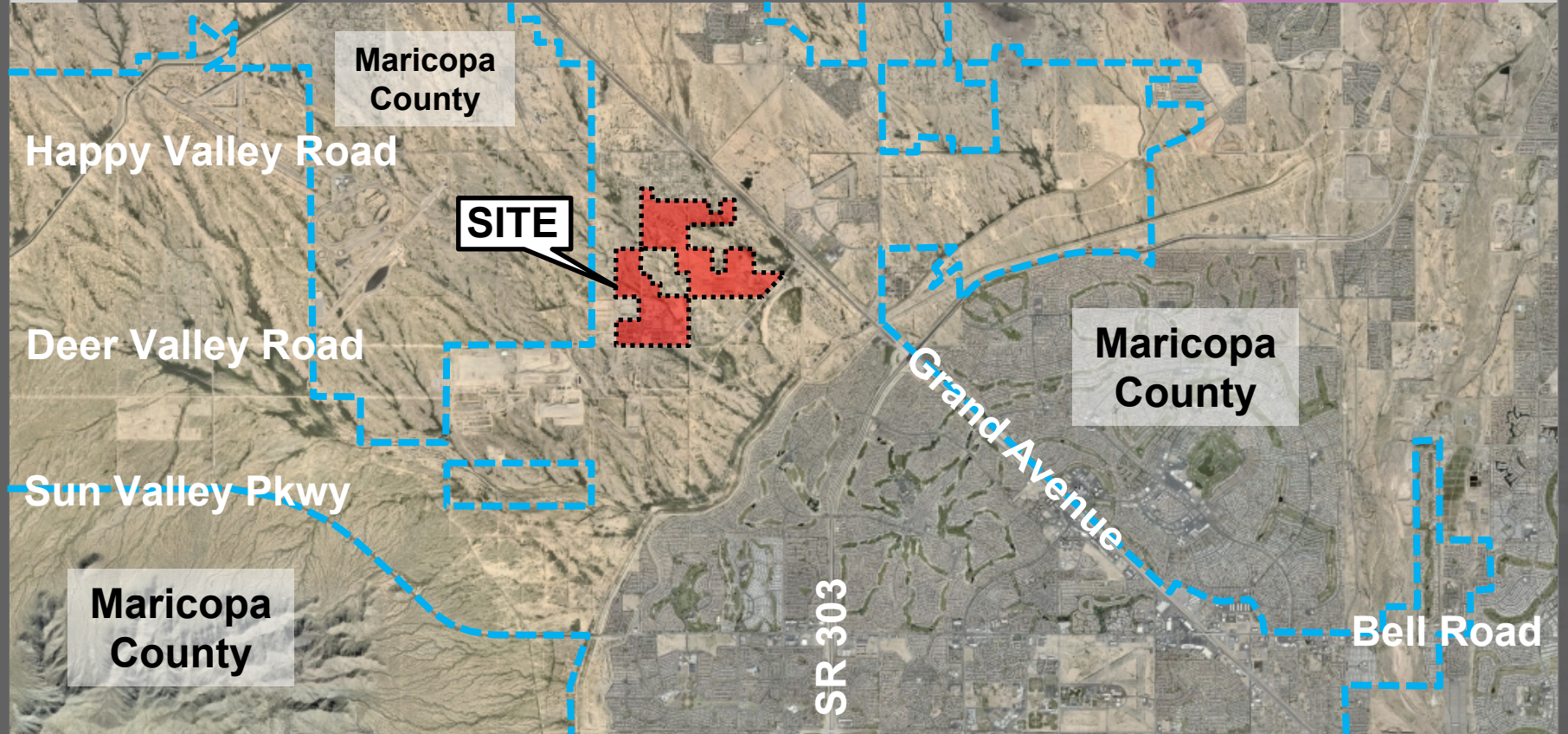
Parcel 3.1 Final Plat

City Council – January 5, 2021

VICINITY MAP

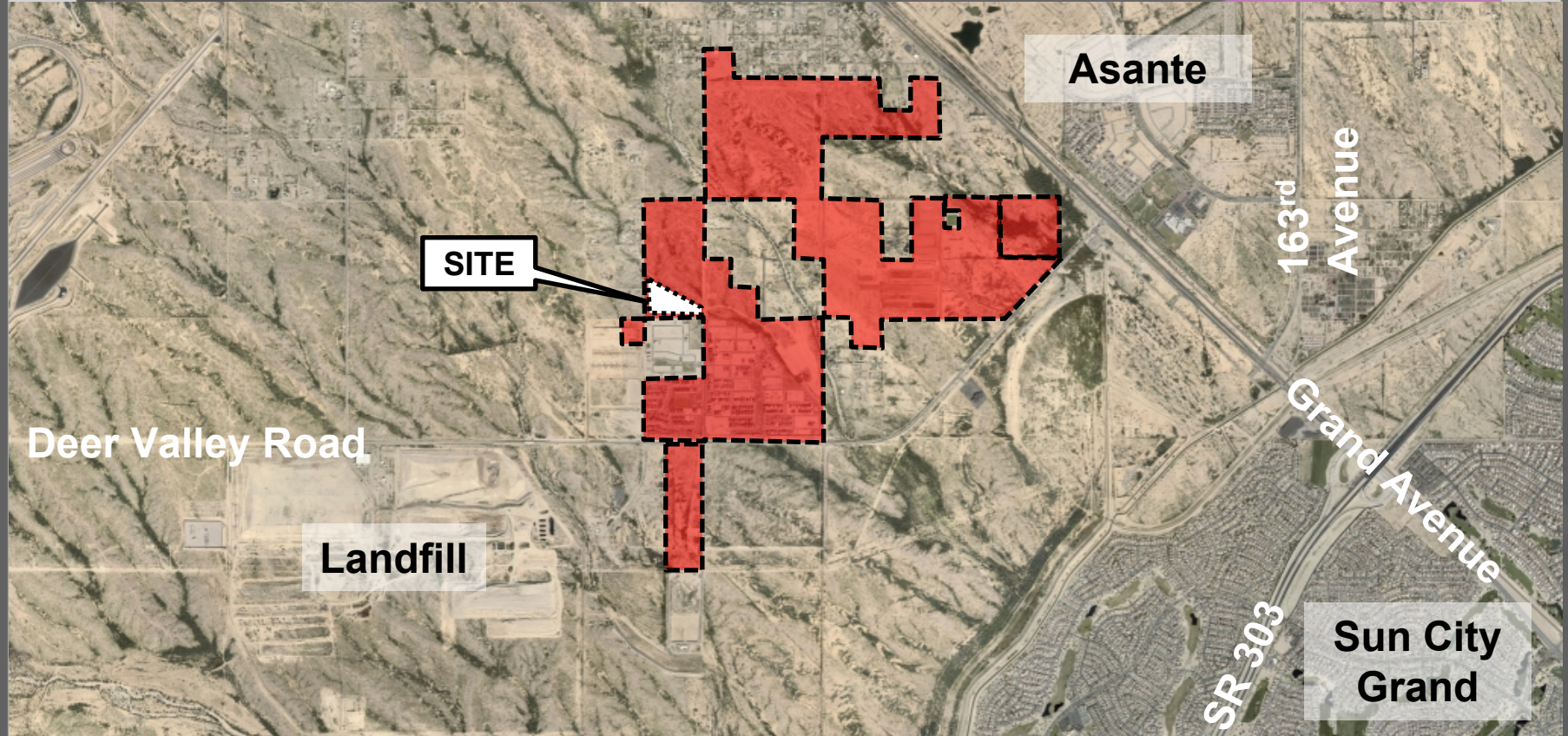
FS20-207

North Copper Canyon 3.1



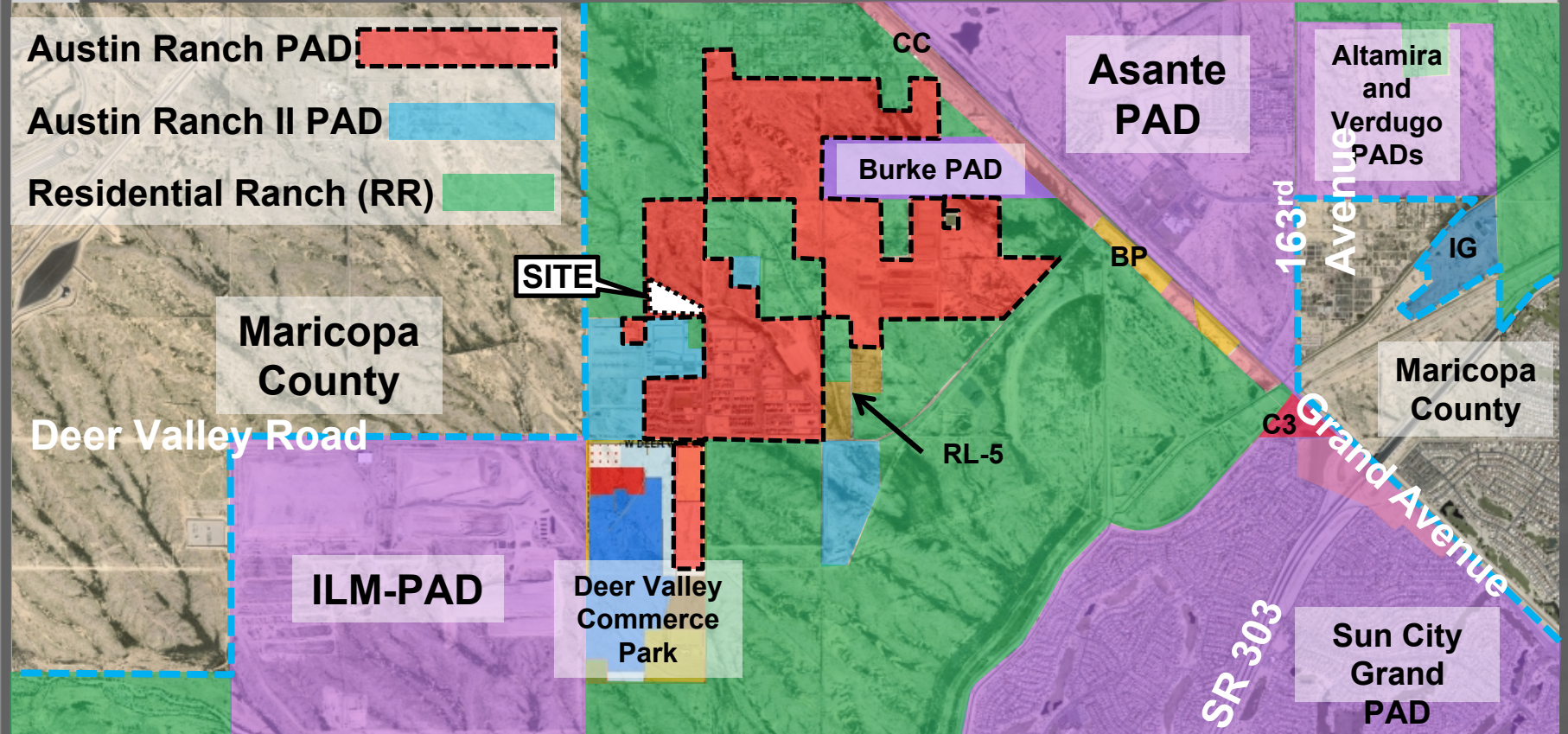
CASE MAP

FS20-207
North Copper Canyon 3.1



ZONING MAP

FS20-207
North Copper Canyon 3.1



NORTH COPPER CANYON PARCEL 3.1

1. DRAINAGE EASEMENT
DOC NO. 17-02204, M.C.R.
OVER TRACT 1 AND LOTS 181-182
AUTOMATICALLY TERMINATES UPON
RECOGNITION OF THIS PLAT
2. UTILITY EASEMENT
DOC NO. 18-014, M.C.R.
ABANDONED BY DEC. NO. 2020-1072038, W.C.R.

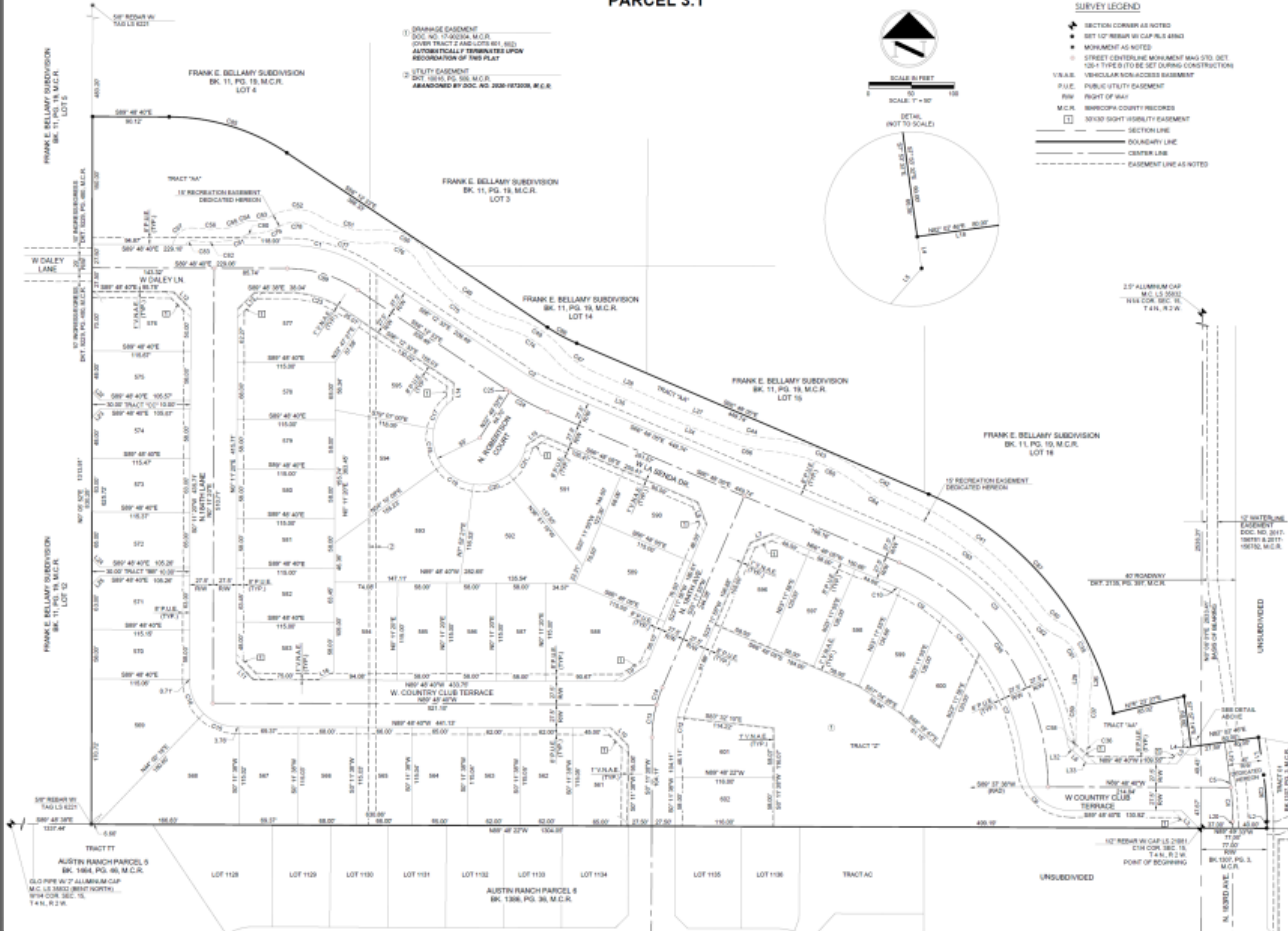


SCALE: 1" = 80'
SCALE: 1" = 160'



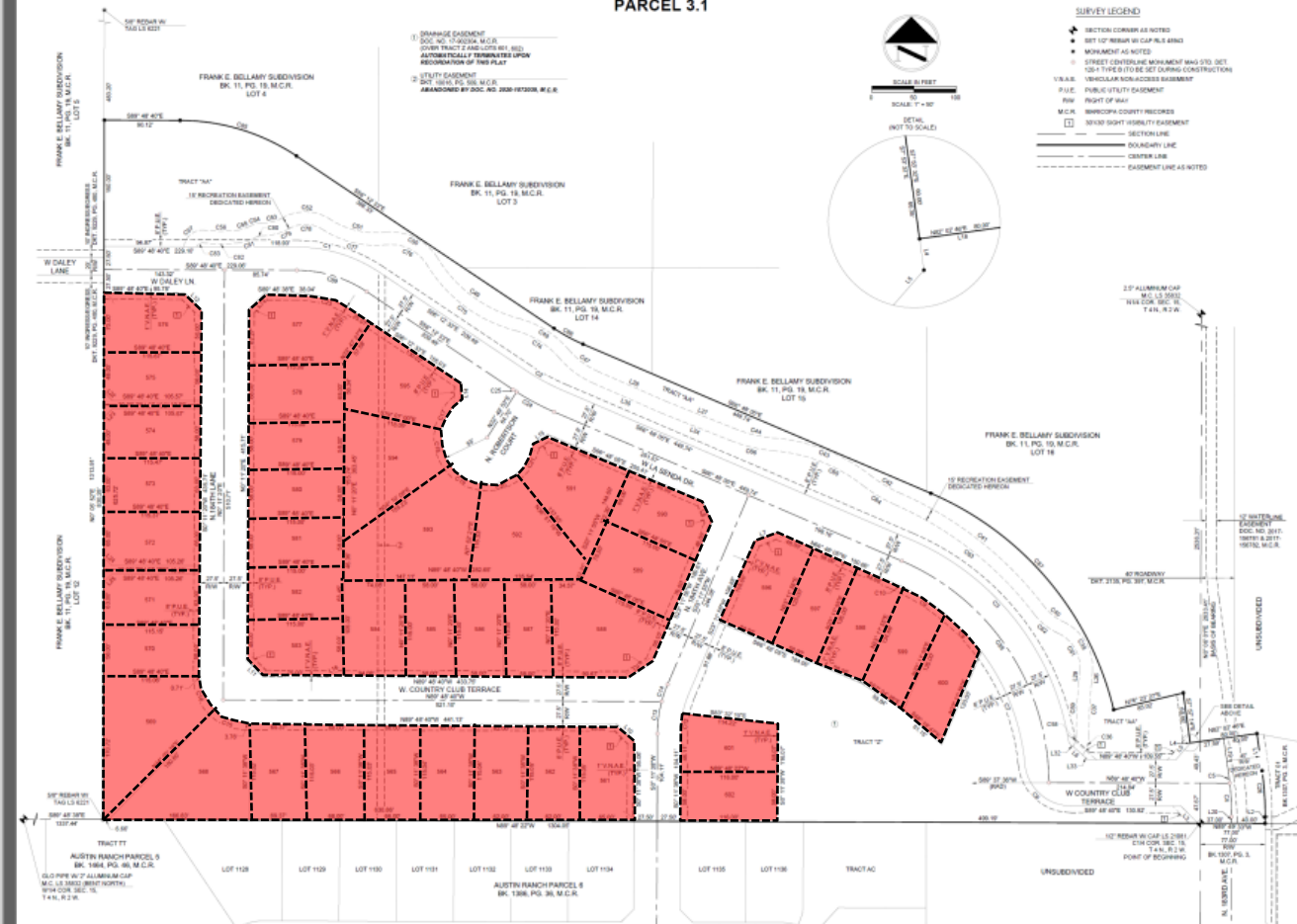
SURVEY LEGEND

- SECTION CORNER AS NOTED
- SET 1/2" REBAR W/ CAP PLS. AND
- MONUMENT AS NOTED
- STREET CENTERLINE MONUMENT WAS SET, SET
- CON. THERE TO BE SET DURING CONSTRUCTION
- VEHICULAR NON-ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- POB POINT OF BEGINNING
- M.C.R. MARICOPA COUNTY RECORDS
- SEMI-DRY UTILITY EASEMENT
- SECTION LINE
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE AS NOTED

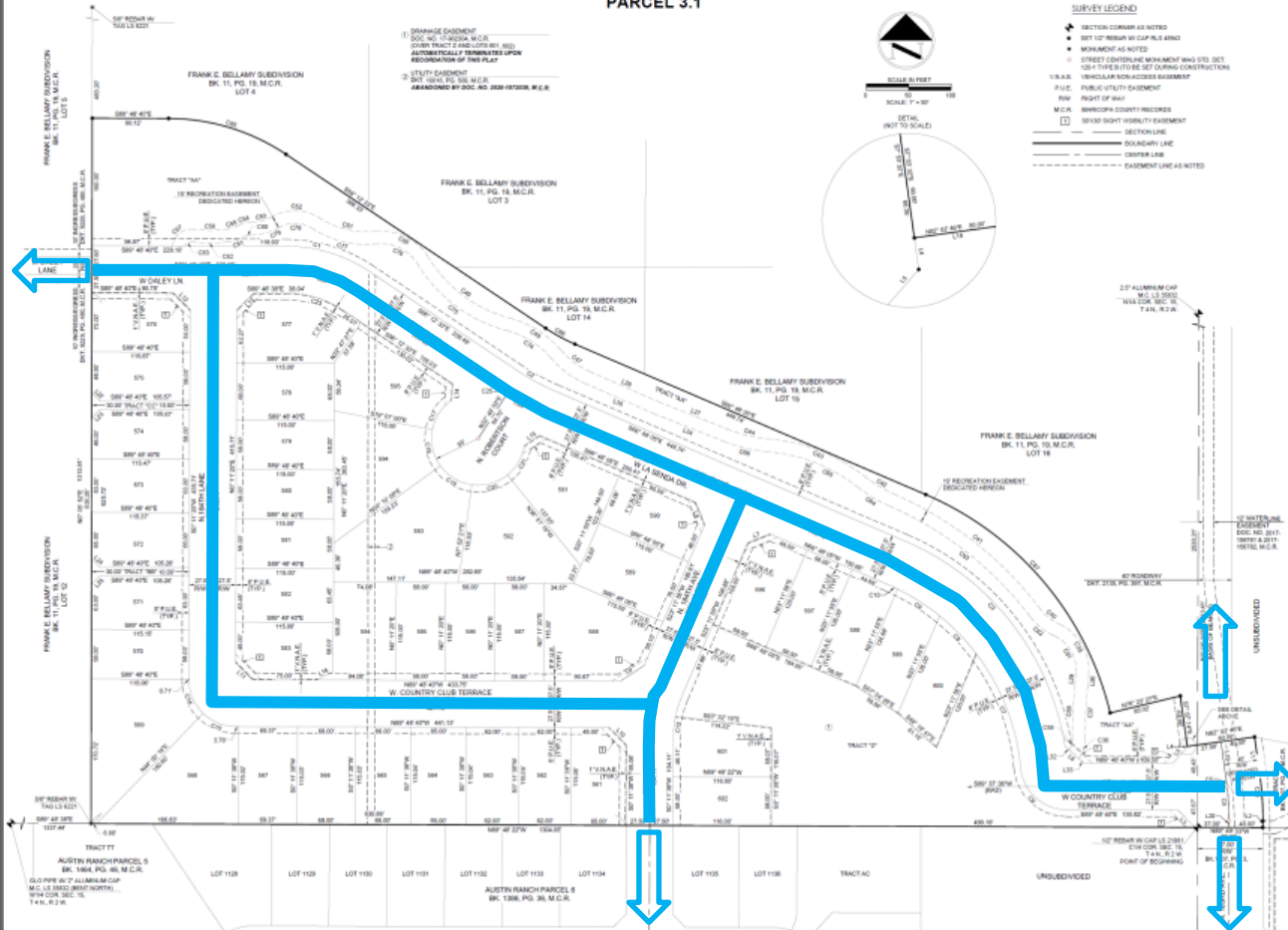


FINAL PLAT

NORTH COPPER CANYON PARCEL 3.1



SECTION CORNER AS NOTED
 SET 10' REBAR W/ CAP NLS 45N63
 MONUMENT AS NOTED
 STREET CENTERLINE MONUMENT MAG. 510. DET.
 126+17 (70) BE SET DURING CONSTRUCTION
 V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
 P.U.E. PUBLIC UTILITY EASEMENT
 R/W. RIGHT OF WAY
 M.C.N. MARICOPA COUNTY RECORDS
 30X30 SIGHT VISIBILITY EASEMENT
 SECTION LINE
 BOUNDARY LINE
 CENTER LINE
 EASEMENT LINE AS NOTED



Roadways
4.07 Acres

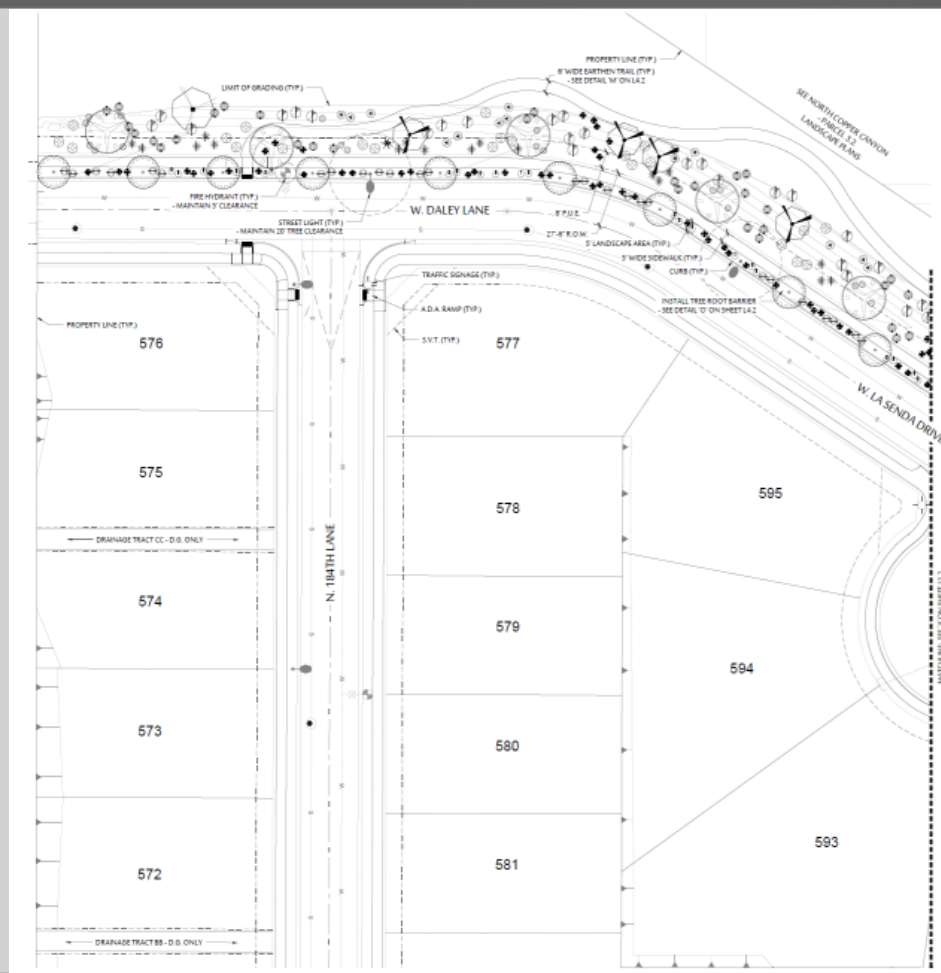
FINAL PLAT

SECTION CORNER AS NOTED
 SET 10' RESUR W/ CAP/LS 48IN3
 MONUMENT AS NOTED
 STREET CENTERLINE MONUMENT MARK STD. DET. 120-1 TYPE (IT BE SET DURING CONSTRUCTION)
 VEHICULAR NON-ACCESS EASEMENT
 PUBLIC UTILITY EASEMENT
 RIGHT OF WAY
 M.C.R. 303030 SIGHT VISIBILITY EASEMENT
 SECTION LINE
 BOUNDARY LINE
 CENTER LINE
 EASEMENT LINE AS NOTED



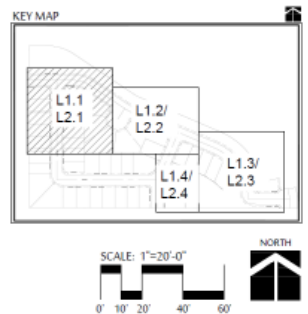
Open Space
4.01 Acres

FINAL PLAT

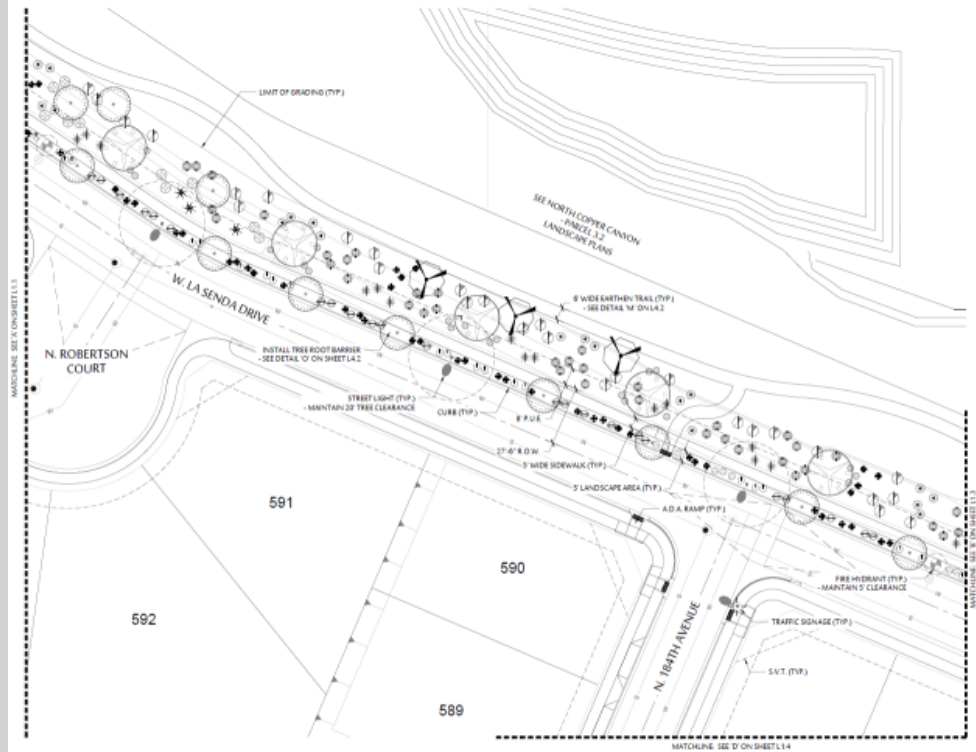


PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA ANSERINA - MUGGA
	CHELOPSIS SP. "RIO SALADO" - RIO SALADO DESERT WILLOW
	OLIVEA TESOTA - BOWWOOD
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE
	PARKINSONIA MICROPHYLLUM - FOOTHILLS PALO VERDE
	PROSOPIS HYBRID "AET" - AET THORNLESS MESQUITE
SHRUBS	
	CALLIANDRA EROPHYLLA - NATIVE FAIRY DUSTER
	ENCELIA FARINOSA - BUTTERBUSH
	HYPTIS ENAETH - DESERT LAVENDER
	JUSTICIA CALIFORNICA - CHAMPAGNE
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
	SPHAERALCEA AMBIGUA - GLOBE MALLOW
ACCENTS	
	ADIANTUM AMERICANA - AMERICAN ADAM
	ASCLEPIAS SUBULATA - DESERT MILKWEED
	BOUTELOUA GRACIOSA - BLONDE AMERICAN GRASS
	DASYLIRION WHITELAND - DESERT SPOON
	FOUQUIERIA SPLENDENS - OCOTILLO
	HESPERALOE PARVIFLORA PERLA - BRASSLIGHTS RED YUCCA
	MUHLENBERGIA RICEAN - DEER GRASS
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR
GROUND COVERS	
	AMBROSIA DELTOIDEA - TRAVELER'S LEAF BURLAGE
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
	BRENANDOPHILA GLABRA HYBRID - OUTBACK SUNBURST
	DECOMPOSED GRANITE - T.B.D. BY OWNER
	MID-IRON BERDMUDA TURF

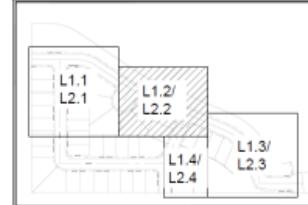


LANDSCAPE



PLANT LEGEND	
SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA DEALBATA - MULGA
	OLEA EUROPAEA - 'RED SALADO' - 'RED SALADO' DESERT WILLOW
	QUERCUS AGRIFFOLIA - BROWNWOOD
	PARKINSONIA FLORIDA - DESERT MUSEUM PALM VERDE
	PARKINSONIA MICROPHYLLUM - FOOTHILLS PALM VERDE
	PROSOPIS JULIFLORA - 'AZT' THORNLESS MESQUITE
SHRUBS	
	CALLIANDRA ERIOPHYLLA - NATIVE FERRY DUSTER
	ENCELIA FARINOSA - BUTTERFLUSH
	HYPTIS SUAVEOLENS - DESERT LAVENDER
	JUSTICIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
	SPHAERALCEA AMBIGUA - GLOBE MALLOW
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	ATRIPLEX SUBULATA - DESERT MELUNWEE
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	FOQUIERIA SPLENDENS - COTTONWOOD
	HESPERALOE PARVIFLORA - 'PINK' - 'BRASSLIGHTS' RED YUCCA
	MUHLENBERGIA RIGENSIS - DEER GRASS
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR
GROUND COVERS	
	AMBROSIA DELTOIDEA - TRAILWILLET BURSAGE
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
	ERIOGONUM FASCICULATUM - 'OUTBACK SUNRISE'
	DECOMPOSED GRANITE - T.B.D. BY OWNER
	RED-IRON BERYLLIA TURF

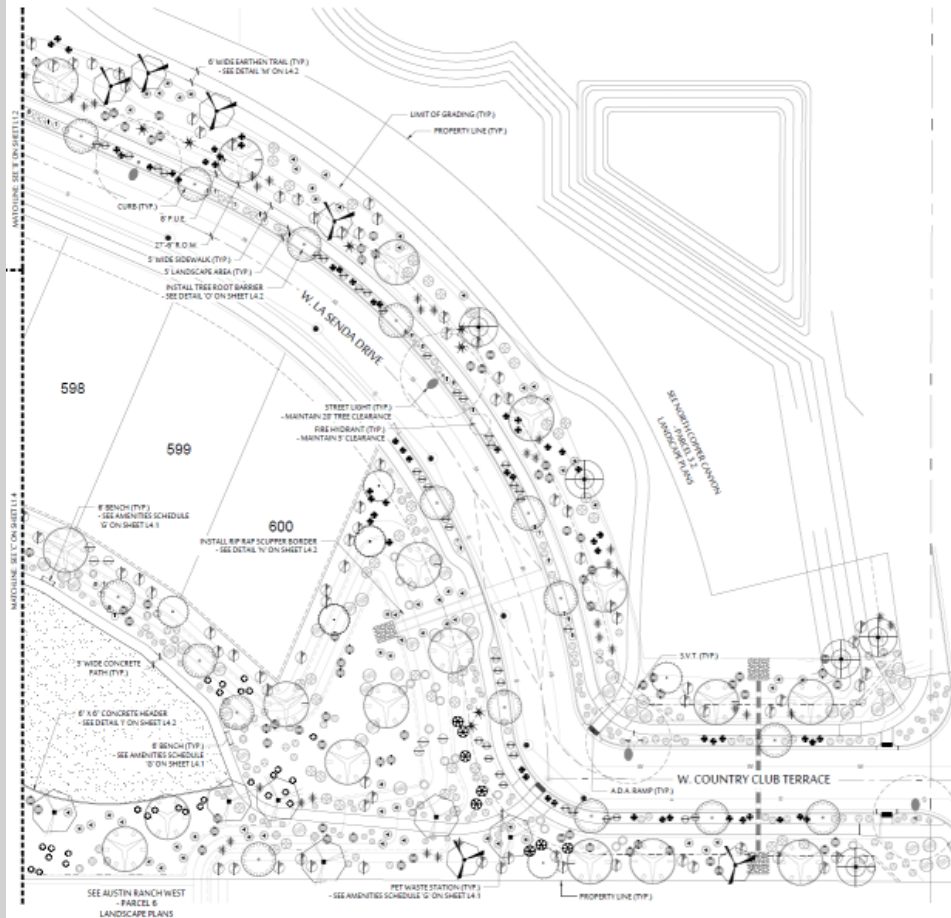
KEY MAP



SCALE: 1"=20'-0"



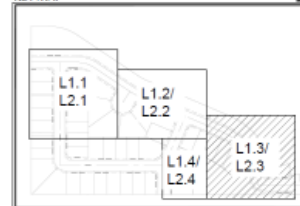
LANDSCAPE



PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA ANSERINA - MULGA
	CHOLEPSIS SP. 'RIO SALADO' - DESERT WILLOW
	OLIVEA TESOTA - IRONWOOD
	PARKINSONIA HYBRID - DESERT MUSEUM PALM VERDE
	PARKINSONIA MICROPHYLLUM - FOOTHILLS PALM VERDE
	PROSOPIA HYBRID 'AZT' - AZT THORNLESS MESQUITE
SHRUBS	
	CALLUNDEA ERIOPHYLLA - NATIVE PARRY DUSTER
	ENCELIA FERNANDEZII - BRITTLERUSH
	HYPTIS EMORYI - DESERT LAVENDER
	JUSTICIA CALIFORNICA - CHURPABOSA
	LARREA TRIDENATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
	SPHAERALCEA AMBIGUA - GLOBE MALLOW
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	ASCLEPIUS SUBULATA - DESERT MILKWEED
	BOUTELOUIDA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	FOUGUERERIA PENDENS - COTTELO
	HESPERALOE PARVIFLORA PERPA - BRANGLIGHTS RED YUCCA
	MUhlenbergia RUPESTRIS - DEER GRASS
	OLONTIA ENGELMANNII - NATIVE PRICKLY PEAR
GROUND COVERS	
	AMBROSIA DELTOIDEA - TRIANGULAR BLUEGRASS
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
	ECHINOPHYLLA GLABRA HYBRID - OUTBACK SUNSHINE
	DECOMPOSED GRANITE - T.B.D. BY OWNER
	MID-RICH BERNALDA TURF

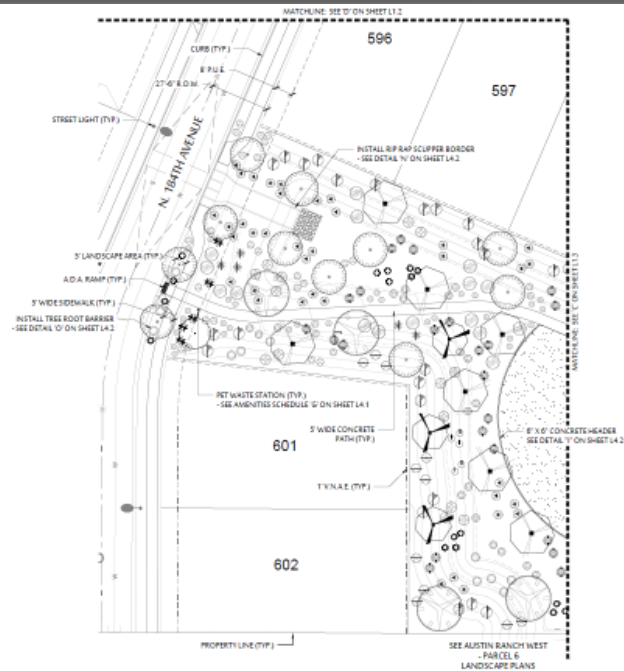
KEY MAP



SCALE: 1"=20'-0"



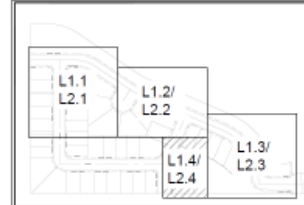
LANDSCAPE



PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA DREPANOLOBIA - MULGA
	CHILOPSIS SP. 'RIO SALADO' - DESERT WILLOW
	OLNEYA TESOTA - BROWNWOOD
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE
	PARKINSONIA MICROPHYLLUM - FOOTHILLS PALO VERDE
	PROSOPIS HYBRID 'AZT.' - AZT. THORNLESS MESQUITE
SHRUBS	
	CALLIANDRA ERIOPHYLLA - NATIVE FARTY DUSTER
	ENCELIA FARINOSA - BUTTERFLUGH
	HYPTIS EMERYI - DESERT LAVENDER
	JUSTICIA CALIFORNICA - CHAMPADOSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
	SPHAERALCEA AMBIGUA - GLOBE MALLOW
ACCENTS	
	ADAVIE AMERICANA - AMERICAN ADVIE
	ASCLEPIAS TUBEROSA - DESERT MILKWEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	FOUQUIERIA SPLENDENS - OCOTILLO
	HEPERALOE PARVIFLORA PERPK - BRANDELIGHTS RED YUCCA
	MUHLENBERGIA RIGIDA - DEER GRASS
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR
GROUND COVERS	
	AMARANTHUS DELTOIDEA - TRIANGLE LEAF BURSAGE
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
	ERIOGONUM GLABERRIMUM - OUTBACK SUNRISE
	DECOMPOSED GRANITE - T.B.D. BY OWNER
	MID-WESTERN BERMUDA TURF

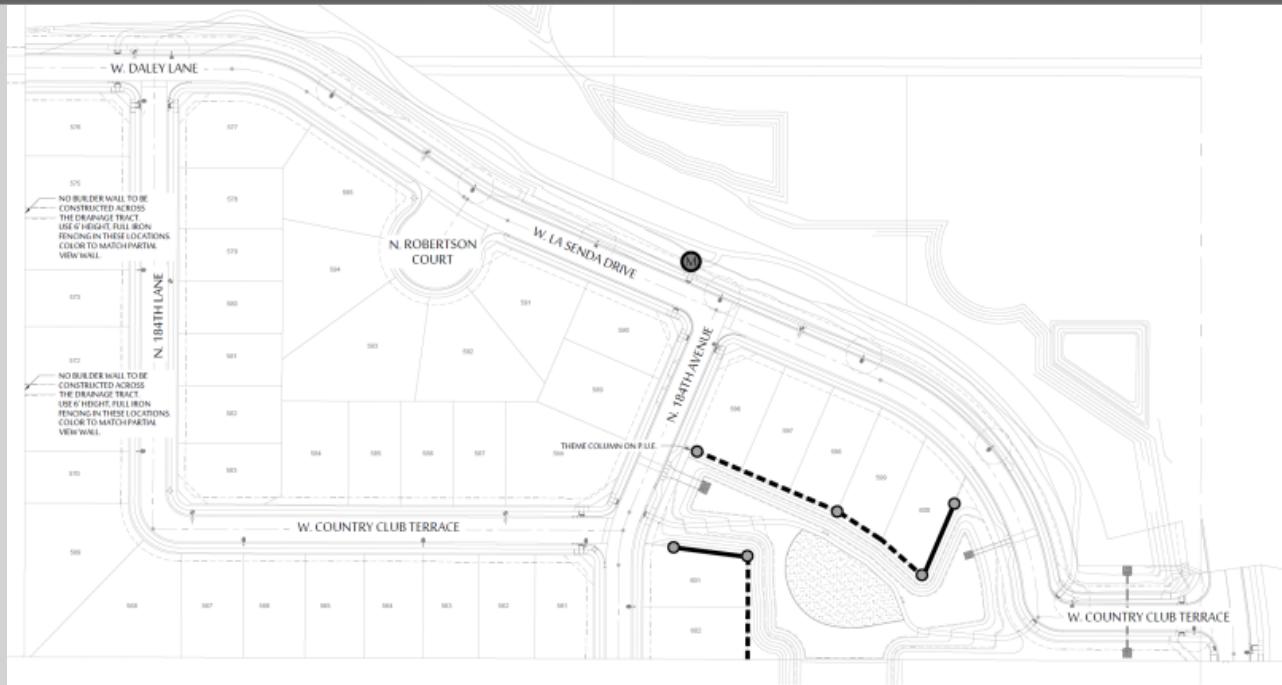
KEY MAP



SCALE: 1"=20'-0"



LANDSCAPE



PROJECT WALL KEY

	6" PRIMARY THEME WALL - APPROX. 180 LF (SEE DETAIL "A", SHEET L4.1)
	6" PARTIAL VIEW FENCE - APPROX. 402 LF (SEE DETAIL "C", SHEET L4.1)
	PRIMARY THEME COLUMN- 4 TOTAL (SEE DETAIL "B", SHEET L4.1)
	COMMUNITY MAIL BOX CLUSTER - SEE DETAIL "D" ON SHEET L4.1

BUILDER RESERVES THE RIGHT TO REVISE THE SPACING AND/OR QUANTITY OF THEME COLUMNS ON THE PROJECT. GET STRUCTURAL ENGINEERING APPROVAL FOR ANY CHANGES PRIOR TO CONSTRUCTION.

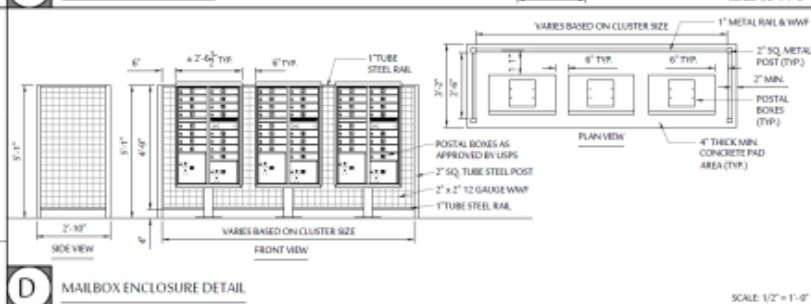
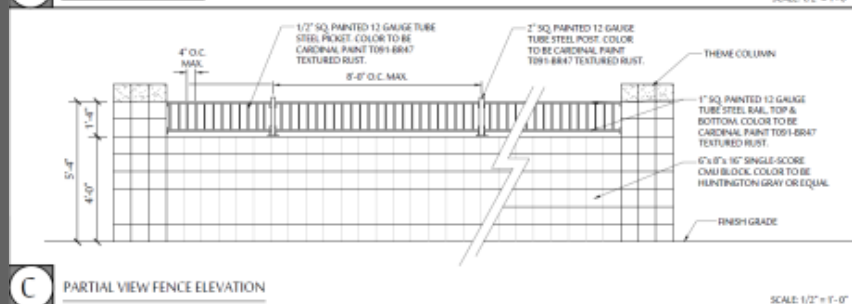
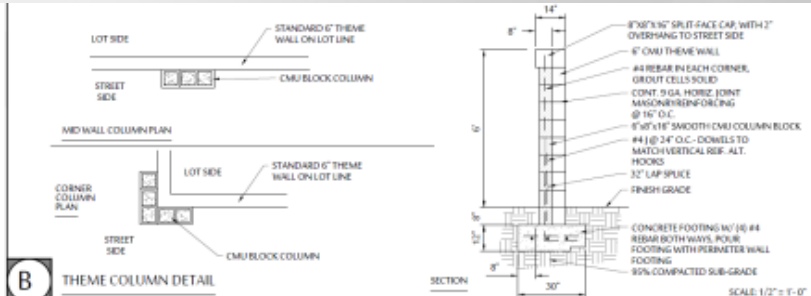
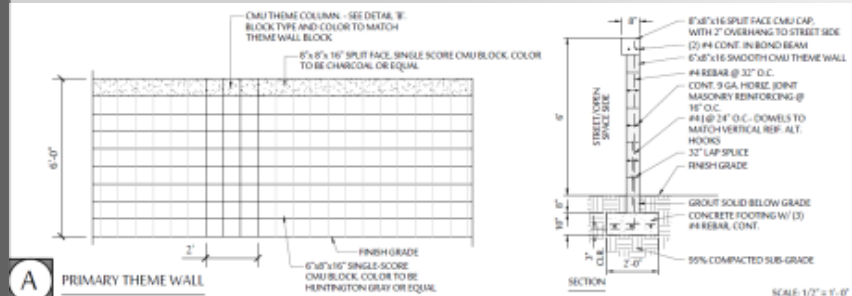
NOTES:

1. ALL FOOTINGS, WALLS, FENCES AND THEME COLUMNS TO BE LOCATED OUTSIDE OF THE P.U.E., R.O.W. AND SIGHT VISIBILITY TRIANGLE EASEMENTS.
2. THEME COLUMNS ARE TO BE 25'-0" OFF THE BACK OF SIDEWALK (UNLESS OTHERWISE NOTED). SOME THEME COLUMNS MAY HAVE TO BE LOCATED 30' OFF THE BACK OF SIDEWALK WHERE SIGHT VISIBILITY TRIANGLE EASEMENTS ARE PRESENT. CONTRACTOR TO INSTALL 6"x6" CONCRETE HEADERS FROM THE FRONT OF THE COLUMNS TO THE BACK OF THE SIDEWALK.
3. SEE CIVIL PLANS FOR RETAINING WALL LOCATIONS.
4. ALL PERIMETER AND INTERIOR WALLS NOT NOTED ABOVE SHALL BE STANDARD 4" X 8" X 16" CMU FENCE BLOCK.
5. ALL QUANTITIES ARE NOTED FOR CONVENIENCE ONLY. CONTRACTOR TO UTILIZE FINAL SITE PLAN TO DETERMINE FINAL QUANTITIES.

SCALE: 1"=50'-0"



WALL



WALL



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 5, 2021

Contact Person: Chris Boyd, AD - BS DV & CD
ENF

Submitting Department: Community Development District: Internal

Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Software License Agreement for the City's LIS software; Resolution #2021-03.

Motion:

I move to approve Resolution #2021-03.

Background:

The City of Surprise has developed and is the sole owner of certain software, generally referred to as the Land Information System (LIS) software, and any enhancements to or revisions of the LIS software, including without limitation, all copyrights and other intellectual property rights of the LIS software, its object code, and the user manuals associated therewith. The LIS software is capable of mapping and storing data about improvements on real property.

In 2007, the City memorialized its ownership of the LIS software and provided Engineering Mapping Solutions, Inc. (EMS) with a license to the software, under a Software License Agreement. The Software License Agreement was approved by the City Council under Resolution #07-25. Under the Software License Agreement, EMS is obligated to pay the City a ten thousand (\$10,000.00) licensing fee for each sublicense that EMS enters into with an end-user who sublicenses the LIS software. Further, the Software License Agreement covers EMS' obligation to cooperate in developing changes, upgrades, and enhancements to the LIS software.

The City is now working with EMS to upgrade and enhance the LIS software. In order to offset future costs of annual support, maintenance work, and/or other upgrades for the LIS software, the Software License Agreement will be amended to convert the \$10,000.00 licensing fee into a \$10,000.00 credit/offset for each license that EMS enters into with an end-user who sublicenses the LIS software.

Because the original Software License Agreement was approved by City Council in 2007 by resolution, the City now brings forth Resolution #2021-03 in order to make the First Amendment to the Software License Agreement that will allow for such credit/offset.

Objective Analysis:

The City is looking to amend its 2007 Software License Agreement with EMS to convert the

\$10,000.00 licensing fee (per sublicense) into a \$10,000.00 credit/offset through this First Amendment to Software License Agreement.

Policy Compliant:

This resolution is policy compliant.

Financial Impact:

This action is not anticipated to result in an immediate financial impact. Since its inception, this agreement has not generated sublicense fee revenue or maintenance expenditures. In the event that sublicense fee revenue is generated, it will be held as a credit by EMS and used to offset any maintenance expenditures due to EMS that may arise in future years.

Budget Impact:

This action does not have a budgetary impact. In the event that maintenance expenses exceed the amount of credit generated by sublicense fees, staff will request appropriation as part of the annual budget process.

FTE Impact:

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

ATTACHMENTS:

1. 20.12.02 Resolution 2021-03
-

RESOLUTION # 2021-03

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN AMENDMENT TO THE SOFTWARE LICENSE AGREEMENT BETWEEN ENGINEERING MAPPING SOLUTIONS, INC. AND THE CITY OF SURPRISE.

WHEREAS, the City of Surprise ("Surprise") and Engineering Mapping Solutions, Inc. ("EMS") entered into a Software License Agreement on March 26, 2007 ("Agreement"), wherein Surprise granted to EMS a worldwide exclusive license to sublicense certain software owned solely by Surprise, generally referred to as the LIS computer program, subject to the terms and conditions of the Agreement;

WHEREAS, the Agreement was approved and adopted in 2007 by the Surprise City Council under Resolution #07-25; and

WHEREAS, Surprise and EMS now wish to amend the Agreement in order to adjust the compensation for sublicensing of the Software by EMS to offset the cost of annual support, maintenance, and upgrade work by EMS.

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

Section 1. The First Amendment to Software License Agreement between the City of Surprise and Engineering Mapping Solutions, Inc., attached as Attachment 1, is approved.

Section 2. The Mayor, or their designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with the First Amendment to Software License Agreement.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Attachment 1 – First Amendment to Software License Agreement

**FIRST AMENDMENT TO SOFTWARE LICENSE AGREEMENT
BETWEEN
THE CITY OF SURPRISE, ARIZONA
AND
ENGINEERING MAPPING SOLUTIONS, INC.**

This First Amendment to Software License Agreement ("Amendment") is entered into by and between the City of Surprise, Arizona, an Arizona municipal corporation ("Surprise"), and Engineering Mapping Solutions, Inc., an Arizona corporation ("EMS"), collectively referred to herein as the "parties" and each individually as a "party."

RECITALS

WHEREAS, Surprise and EMS entered into a Software License Agreement on March 26, 2007 ("Agreement"), attached as **Exhibit A** and herein incorporated by this reference, wherein Surprise granted to EMS a worldwide exclusive license to sublicense certain software owned solely by Surprise, generally referred to as the LIS computer program ("Software"), subject to the terms and conditions of the Agreement;

WHEREAS, the Agreement was approved and adopted in 2007 by the Surprise City Council under Resolution #07-25, included under Exhibit A; and

WHEREAS, the parties now wish to amend the Agreement in order to adjust the compensation for sublicensing of the Software by EMS to offset the cost of annual support, maintenance, and upgrade work by EMS.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein, and other good and valuable consideration the receipt of which is hereby acknowledged and accepted, the parties agree as follows:

AMENDMENT

1. Section 9 of the Agreement shall be amended to read as follows:

EMS shall credit to Surprise the sum of \$10,000.00 representing a license fee for each sublicense it enters into with a User, which may be used by Surprise to offset any cost of annual support, maintenance work, or other upgrades EMS makes to the Software. For this purpose, a sublicense shall be considered to be a single copy of the Software delivered to a User for use in a single computer or network. Payment of such credits to Surprise shall be due within 15 days of receipt of payment from the User with respect to all sublicenses entered into with Users. Surprise shall be entitled at any reasonable time and upon reasonable notice to inspect, audit and copy any of the business records of EMS relating to the marketing, sale, or support of the Software or any other subject of this Agreement.

2. The recitals set forth in this Amendment are hereby incorporated by this reference, as if fully set forth herein.
3. In case of any conflict between this Amendment and the Agreement, this Amendment shall take precedent.

4. All other terms and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date the last party signs.

CITY

City of Surprise

By: _____

Printed Name: _____

Title: _____

Date: _____

EMS

Engineering Mapping Solutions, Inc.

By: EMSOL\jason.scovill.ems Digitally signed by EMSOL\jason.scovill.ems
DN: cn=EMSOL\jason.scovill.ems
Date: 2020.12.02 13:14:32 -07'00'

Printed Name: Jason Scovill

Title: Applications Developer

Date: 12/02/2020

APPROVED AS TO FORM:

By: _____
City Attorney's Office

EXHIBIT A – Software License Agreement (March 26, 2007)

RESOLUTION #07-25

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A ROYALTY AGREEMENT WITH ENGINEERING MAPPING SOLUTIONS ("EMS") TO DISTRIBUTE THE CITY'S LAND INFORMATION SYSTEM ("LIS") PERMITTING SYSTEM.

WHEREAS, the City of Surprise and EMS have developed project development software over the last five years, and

WHEREAS, the City has retained full proprietary ownership rights in such software, and

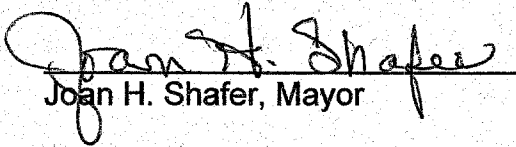
WHEREAS, the permitting system has been demonstrated to meet the needs of other jurisdictions, and may have value as distributed software, and

WHEREAS, a royalty agreement has been drafted and is acceptable to both parties.

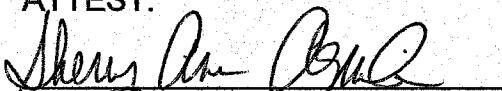
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, that:

Section 1. The City of Surprise and Engineering Mapping Solutions enter in to a royalty agreement to distribute the City's LIS software.

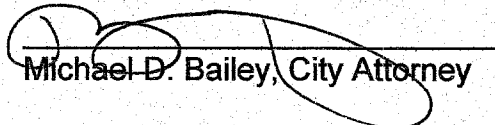
PASSED AND ADOPTED by the City Council of the City of Surprise, Arizona, this 22 day of March, 2007.


Joan H. Shafer, Mayor

ATTEST:


Sherry Aguilar, City Clerk

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney

Yeas: Mayor Shafer, Vice-Mayor Sullivan, Council Members; Arismendez, Bails, Elkins, Foro & Johnson.

Nays: _____

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "Agreement") is executed as of this 26th day of March, 2007 by and between the City of Surprise, Arizona, a municipal corporation ("Surprise"), and Engineering Mapping Solutions, Inc., an Arizona corporation ("EMS").

RECITALS:

A. Surprise has developed computer software capable of mapping and storing data about improvements on real property known as the Land Information System ("LIS" or the "Software"), which it uses in connection with its governmental functions.

B. EMS has assisted Surprise in developing LIS and is familiar with the program, its features and uses.

C. EMS and Surprise have agreed that EMS will market and support LIS on behalf of Surprise in accordance with the terms and conditions of this Agreement.

AGREEMENTS:

In consideration of the recitals and mutual agreements contained herein, the parties agree:

1. The "Software" shall mean the LIS computer program in object code only and the user manuals associated therewith. The term includes any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to such computer program and user manuals.

2. EMS agrees that Surprise is the sole owner of the Software and that Surprise owns the source code for the Software and that EMS has no claim to ownership or use of the Software except in accordance with the terms of this Agreement or any separate agreements EMS may enter into with Surprise.

3. Surprise grants to EMS a worldwide exclusive license to sublicense the Software solely upon the terms and conditions stated herein. Surprise agrees that it will not license the Software to others during the term of this Agreement, but may continue to use the Software in performance of its own municipal functions.

4. EMS agrees to market the Software to third parties by the sale and issuance of sublicenses. Any municipal or non-municipal sublicense of the Software shall hereafter be referred to as a User. EMS agrees to prepare marketing materials, to advertise the availability of license of the Software, to negotiate and enter into contracts sublicensing the Software with Users, to provide technical support to Users, to perform debugging of the Software as necessary, to arrange for delivery to Users of enhancements and new versions of the Software, and to maintain necessary client relations with Users. EMS shall not deliver the Software or any portion thereof to any User unless that User is bound by a sublicense agreement in form approved in advance in writing by Surprise which contains confidentiality and nonuse provisions and termination provisions for which Surprise is a third party beneficiary.

5. EMS shall perform its services to Users and prospective Users in a businesslike and ethical manner, and shall take or allow no action that would bring the Software or Surprise into disrepute.

6. EMS agrees that the Software contains proprietary information, including trade secrets, know-how and confidential information, that is the exclusive property of Surprise. During the period this Agreement is in effect and at all times after its termination, EMS and its employees and agents shall maintain the confidentiality of this information and, except as permitted by this Agreement, shall not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information. EMS shall not disclose any such proprietary information concerning the Software, including any charts, diagrams, user manuals and screens, to persons not employed by EMS except as specifically permitted by this Agreement or without the prior written consent of Surprise. Any sublicense granted by EMS shall contain confidentiality agreements from the User at least as stringent as those set forth in this Section, and Surprise shall be an intended third party beneficiary of all such agreements.

7. EMS shall take all actions necessary to insure that the Software is not copied or pirated by third parties and to prevent infringement by third parties of the Software. In the event of any infringement of the Software by third parties, EMS shall institute such actions as it shall deem necessary at its own expense to prevent or stop such infringement.

7.1. EMS and Surprise shall each notify the other about any alleged infringement of the Software reported to it, and shall confer about the actions, if any, to be taken by EMS with respect to it. If Surprise determines that action should be taken and EMS is unwilling to take such action at its own expense, Surprise may institute such action at the expense of Surprise. If EMS fails to take such actions, that shall be deemed a breach of this Agreement. Surprise may notify EMS that this Agreement will be terminated unless EMS agrees to and begins taking such action within 10 days of the notice, and this Agreement will be terminated automatically on the 10th day if EMS does not cure the breach.

7.2. Surprise may appear at its expense in any action filed or taken by EMS. Surprise shall, at its expense, cooperate with EMS in any such action.

8. Surprise and EMS shall cooperate in developing changes, upgrades and enhancements, including new versions, of the Software. Each such change, enhancement and upgrade shall automatically become part of the Software and shall be subject to the license granted herein. Each party shall bear their own costs and expenses in developing changes, upgrades and enhancements.

9. EMS shall pay Surprise the sum of \$10,000.00 representing a license fee for each sublicense it enters into with a User. For this purpose, a sublicense shall be considered to be a single copy of the Software delivered to a User for use in a single computer or network. Payment shall be due within 15 days of receipt of payment from the User with respect to all sublicenses entered into with Users. Surprise shall be entitled at any reasonable time and upon reasonable notice to inspect, audit and copy any of the business records of EMS relating to the marketing, sale, or support of the Software or any other subject of this Agreement.

9.1. No sublicense shall entitle any User to copy (except for backup purposes) or further sublicense the Software. No sublicense shall be assignable by the User except to a successor to all or substantially all of the User's assets and business.

9.2. The license fee shall include all changes, enhancements and upgrades to the Software. No further license fee shall be payable by EMS to Surprise on account of delivery of any changes, enhancements or upgrades to a User

9.3. EMS shall have the right to set and collect the price of the sublicense from the User and Surprise will not participate in setting such prices.

10. During the month of January of each year, EMS and Surprise shall mutually agree on a goal of the number of sublicenses to be sold by EMS during that calendar year (the "Goal"). Both EMS and Surprise shall act in good faith in determining the Goal. The Goal shall in no event be higher than 150 percent of the number of sublicenses sold during the previous calendar year. The first annual Goal shall be set in January 2007. Failure of EMS to sell the number of sublicenses set forth in the Goal for two consecutive years shall be a default under this Agreement and grounds for termination by Surprise. Failure of Surprise and EMS to agree on a Goal shall also be an act of default and grounds for termination by Surprise.

11. In the event of any material default by EMS under this Agreement, Surprise may send a notice of termination to EMS, specifying the grounds therefor, and requiring the default to be cured within a specified period of time not less than 30 days (or fewer, if otherwise provided in this Agreement). If the default is not cured (or good faith efforts to cure the default are not commenced) within the period specified, this Agreement shall be terminated on the date specified. EMS may terminate this Agreement at any time with or without cause on 90 days' notice.

11.1. Within 10 days of the termination of this Agreement, EMS shall return to Surprise, at EMS's expense, the Software and all copies thereof, delete or destroy all other copies of the Software (except copies to be sent to Users, which shall be so sent), and deliver to Surprise a certification, in writing signed by an officer of EMS, that the Software has been returned, all copies deleted or destroyed, and its use discontinued.

11.2. In the event of termination of this Agreement, all sublicenses granted to Users by EMS shall remain in full force and effect, and shall be deemed direct licenses of the Software by Surprise to the Users. Surprise shall have no responsibility to the Users to support the Software, but shall furnish to such Users without cost any changes, upgrades or enhancements to the Software developed by Surprise. Surprise need not furnish new versions of the Software to Users, but may do so on such terms and conditions (including payment of new license fees) as Surprise may impose.

11.3. If after termination of this Agreement, Surprise licenses any other person to market and support the Software, Surprise may assign to such person the obligation to support existing Users.

12. This Agreement may not be assigned or any of the obligations hereunder delegated by EMS to any other party. Any such assignment or attempted assignment or delegation shall be void and shall be a breach of this Agreement entitling Surprise to terminate it.

13. EMS hereby indemnifies and holds harmless Surprise from any claims, obligations, or other liabilities, including reasonable attorneys' fees and costs, arising from the grant by EMS of any sublicense or the actions of EMS with respect to the marketing, sale and support of the Software, and from any claims, obligations or other liabilities arising from any User or from the use of the Software by any User.

14. Each party agrees to execute, acknowledge and deliver such other and further documents, instruments and statements as may be necessary to carry out the intent and provisions of this Agreement and to comply with all applicable laws, rules and regulations.

15. If there is any arbitration or litigation by or among the parties to enforce or interpret any provision of this Agreement or any rights arising hereunder, the unsuccessful party in such arbitration or litigation, as determined by the arbitrator or court, shall pay to the successful party, as determined by the arbitrator or court, all costs and expenses, including without limitation attorneys' fees and costs, incurred by the successful party, such costs and expenses to be determined by the arbitrator or court sitting without a jury.

16. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. A faxed signature by either of the parties on this Agreement will be deemed an original signature, and will be fully binding upon such party.

17. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Arizona, without the application of any law of conflicts of laws that would require or permit the application of the laws of any other jurisdiction. The parties hereto each hereby submit to the exclusive jurisdiction of the federal and state courts for the state of Arizona and agree that venue shall be in such courts in Maricopa County, Arizona.

18. This Agreement is solely between the parties hereto, and no term or provision of this Agreement or the exhibits hereto is intended to be, or shall be construed to be, for the benefit of any person (other than the Parties), including without limitation any investment banker, broker, agent or creditor, and no such other person shall have any right or cause of action hereunder.

19. Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. Surprise may cancel this Agreement without penalty or further obligations by Surprise or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of Surprise or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the Agreement's subject.

20. Except as otherwise required by law, any notice required or permitted by or to a Party in the capacity as a Party shall be in writing and shall be given by personal delivery, or by overnight courier service, or by deposit in the United States certified or registered mail, return receipt requested, postage prepaid, addressed to the Party at the following addresses (or at such other address or to such other Person as a Party may so designate in writing):

City of Surprise

Surprise, Arizona
Attention: City Attorney

Engineering Mapping Solutions, Inc.

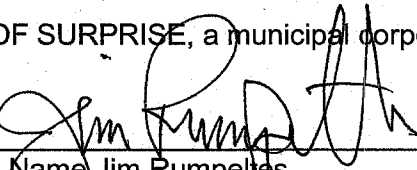
Attention:

Notice shall be effective on the date on which notice is delivered if notice is given by personal delivery, on the day after the date of delivery to the overnight courier service if such a service is used, and on the third business day after the date of deposit in the mail, if mailed.

DATED as of this 13th day of MARCH 2007.

CITY OF SURPRISE, a municipal corporation

By


Name Jim Rumpeltes
Title City Manager

APPROVED AS TO FORM:

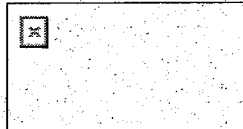

Michael D. Bailey, Surprise City Attorney

ENGINEERING MAPPING SOLUTIONS, INC., an
Arizona corporation

By


Name PHIL PONCE
Title VICE PRESIDENT

#22



CITY OF SURPRISE

☐ Back ☐ Print

Council Meeting Date: March 22, 2007

Contact Person: Randy Jackson, Chief Information Officer

Submitting Department:

District: Internal

Staff Recommendations: Approve

Consent	Regular	Public Hearing	Report/Discussion
	x		

Agenda Wording:

Discussion, consideration and action on Resolution #07-25, a resolution to approve a software license agreement with Engineering Mapping Solutions ("EMS"), allowing EMS to market the City of Surprise Land Information System permitting system ("LIS").

Motion:

I move to approve Resolution #07-25.

Background:

Over the past five years, the City of Surprise and Engineering Mapping Solutions have developed a project development software system. The city has retained proprietary ownership rights of this software.

The license agreement provides that "EMS shall pay the City of Surprise the sum of \$10,000.00 representing a license fee for each sublicense it enters into with a User."

Financial Impact Statement:

This item will result in additional revenues for the City. The revenues will depend on the number of customers that purchase the software and are not anticipated to be a significant amount. There are no additional expenditures associated with this item.

ATTACHMENTS:

Click to download

☐ [Resolution #07-25 / Royalty Agreement](#)

☐ Agreement

Meeting Requirements:

Powerpoint x Video White Board Other x

Presentation Speaker Names (spelling and titles for TV captions):

Randy Jackson, CIO

City Clerk's Office Only:

**Council Action:
Motion/Second**

Shafer	_____
Elkins	_____
Bails	_____ M
Sullivan	_____ S
Arismendez	_____
Johnson	_____
Foro	_____

Results:

For	_____ 7
Against	_____ 0
Passed	_____ X
Failed	_____
Continue	_____
Tabled	_____
Absent	_____



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: January 5, 2021 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to acceptance of a Drainage Easement from Fulton Homes and Pinnacle Peak & 163rd Avenue LLC for roadway improvements along Pinnacle Peak Road near 163rd avenue.

Motion:

I move to accept the Drainage Easement from Fulton Homes and Pinnacle Peak & 163rd Avenue LLC for roadway improvements along Pinnacle Peak Road near 163rd Avenue..

Background:

The easement being dedicated is in association with the road improvements being done by the developer to improve Pinnacle Peak Road to access the Escalante Development.

Objective Analysis:

The planned improved roadway will need the additional drainage area on the north side of Pinnacle Peak road for the completion of the roadway improvement in association with the Escalante Development.

Policy Compliant:

Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic 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 currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road is in place and is accepted by the City.

FTE Impact:

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

ATTACHMENTS:

1. Fulton DE
 2. Fulton Drainage Easement Map
-

WHEN RECORDED, RETURN TO:

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

DRAINAGE EASEMENT

This Drainage Easement (the "Easement") is executed this ____ day of _____, 2020 by and between FULTON HOMES CORPORATION, an Arizona corporation, and PINNACLE PEAK & 163RD AVENUE, LLC, an Arizona limited liability company (collectively, "Grantors") and the CITY OF SURPRISE, an Arizona municipal corporation ("Grantee").

RECITALS

- A. Grantors are the fee title owners of certain real property comprising APN 503-56-131A and APN 503-56-003H, located in the Southwest Quarter of Section 7, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona (the "Grantors' Property").
- B. Grantee desires to acquire from Grantors, and Grantors desire to grant to Grantee, a temporary, exclusive drainage easement over, under and across a portion (the "Easement Area") of the Grantors' Property. The Easement Area is legally described and depicted in **Exhibit "A"** attached hereto and incorporate herein by reference.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

- 1. Easements. Grantors hereby grant and convey to Grantee, its successors and assigns, a temporary, exclusive easement over the Easement Area for drainage purposes, and for the maintenance of drainage improvements within Easement Area (the "Easement"). Grantors shall not erect or construct or permit to be erected or constructed any structure within the Easement Area, provided, however, Grantors shall have the right to construct and erect fences and walls, to install landscaping and to establish other uses which are not inconsistent with and do not unreasonably interfere with Grantee's use of the easement granted hereunder.
- 2. Restoration of Property. Grantee, its successors or assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Area pursuant

to the rights granted pursuant to this Easement shall (a) promptly repair and restore any damage to the Easement Area (including, but not limited to, any landscaping or other improvements placed upon the Easement Area (including, but not limited to, any landscaping or other improvements placed upon the Easement Area by Grantors pursuant to its rights reserved under paragraph 1 above) resulting from such entry, work or use; (b) promptly remove any mechanics' or materialmen's lien arising from any such work within the Easement Area; and (c) indemnify, defend and hold Grantors harmless for, from and against any claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person in connection with such entry, work or use. Notwithstanding the foregoing, neither Grantee nor any person or entity shall be obligated to indemnify or hold Grantors harmless from any claims, judgments, loss, cost or expense arising out of Grantors' grossly negligent act or willful misconduct.

3. Not a Public Dedication. Other than the grant of this Easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever.
4. Miscellaneous. Headings in this Drainage Easement are for convenience only and shall not define or limit the provisions hereof. This Drainage Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against Grantors or the Grantee. This Drainage Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant or condition of this Drainage Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Drainage Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.
5. Temporary. The Drainage Easement will be in place until Grantors' adjacent property associated with the Easement develops. At that time the development will account for the drainage.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date above written.

SIGNATURES ON FOLLOWING PAGE

GRANTORS:

FULTON HOMES CORPORATION, an Arizona non-profit corporation

By: [Signature]
Name: NORMAN LEE NICHOLS
Its: PRESIDENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

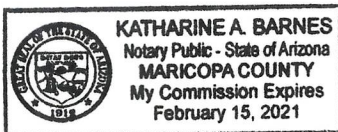
On NOVEMBER 18, 2020, before me, KATHARINE A BARNES
a Notary Public in and for said state, personally appeared NORMAN LEE NICHOLS
personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons
whose names are subscribed to the within instrument and acknowledged to me that they executed
the same in their authorized capacities, and that by their signatures on the instrument, the persons,
or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said State

My Commission Expires:

02/15/2021



GRANTEE:

CITY OF SURPRISE, an Arizona municipal corporation

By: _____

Skip Hall

Its: Mayor

ATTEST:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Skip Hall, known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

WITNESS my hand and official seal.

Notary Public in and for said State

My Commission Expires:

Exhibit A

Legal Description & Depiction of Easement Area

LEGAL DESCRIPTION
ESCALANTE PINNACLE PEAK ROAD DRAINAGE EASEMENT

A PORTION OF LAND IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7, BEING A FOUND CITY OF SURPRISE BRASS CAP FLUSH, STAMPED RLS 33307, THENCE NORTH 00°21'11" EAST, 138.63 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, THENCE DEPARTING SAID WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, SOUTH 89°38'49" EAST, 68.00 FEET, TO THE EAST RIGHT-OF-WAY OF 163RD AVENUE, AS RECORDED IN "VERDUGO MASTER PLAT" BK.1362, PG. 45 (M.C.R.), AND THE **POINT OF BEGINNING**.

THENCE ALONG SAID EAST RIGHT OF WAY, NORTH 00°21'11" EAST, 116.00 FEET;

THENCE DEPARTING SAID EAST RIGHT OF WAY, SOUTH 89°37'50" EAST, 130.10 FEET;

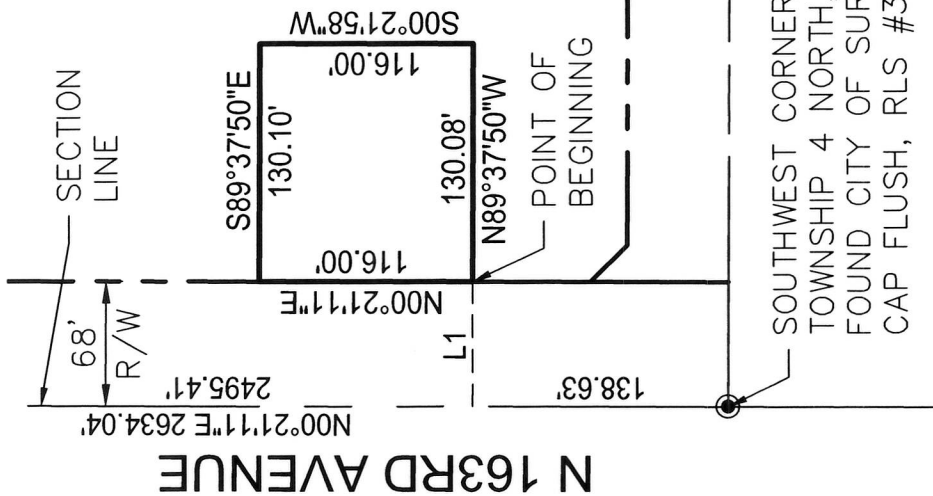
THENCE SOUTH 00°21'58" WEST, 116.00 FEET;

THENCE NORTH 89°37'50" WEST, 130.08 FEET, TO THE **POINT OF BEGINNING**

CONTAINING 15,089.78 SQUARE FEET OR 0.346 ACRES, MORE OR LESS.



ESCALANTE PINNACLE PEAK ROAD DRAINAGE EASEMENT



N 163RD AVENUE



OCT/2020



LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°38'49"E	68.00'

SCALE 1"=100'

Jomax Rd

Happy Valley Rd

163rd Ave

Drainage Easement
Location

Pinnacle Peak

SR 303

Grand Ave



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 5, 2021 Contact Person: Lloyd Abrams
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 acceptance of a sewer line easement from the Garcia Family Living Trust between Cotton Lane and the Loop 303 and Peoria.

Motion:

I move to accept the Sewer Line Easement from the Garcia Family Living Trust.

Background:

The sewer line will serve the Paradisi development. It is needed in order for the project to move forward to connect to the City sewer line in Peoria Avenue. The sewer line is between Cotton Lane and Loop 303 in Peoria Avenue right of way.

Objective Analysis:

Approval of this item will allow the sewer line for the Paradisi development to connect to the sewer line in Peoria Avenue.

Policy Compliant:

Approval of this item is policy compliant. The proposed easement will advance the goals and policies of the Surprise General Plan and the City Council's Strategic 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 currently no budgetary impact related to approval of this item. The City will plan for future O&M when the sewer line is in place and is accepted by the City.

FTE Impact:

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

ATTACHMENTS:

1. Paradisi_Sycamore Farm - Sewer Easement

2. Sewer Easement Map

WHEN RECORDED, RETURN TO:

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

SEWER EASEMENT

This Sewer Easement (the "Easement") is executed as of the ____ day of _____, 2020 by and between Garcia Family Living Trust, dated March 5, 2007, ("Grantor" or "Owner") and the City of Surprise, an Arizona municipal corporation ("Grantee" or "City"). Grantor and Grantee may individually be referred to herein as "Party" or collectively as "Parties."

RECITALS

- A. Grantor is the fee title owner of a parcel of land located in Maricopa County, Arizona described on Exhibit 1 hereto (the "Property").
- B. Grantee desires to acquire, and Grantor desires to grant, an exclusive easement in, over, under, across and through a portion of the Property (the "Easement Area") for sewer purposes, including but not limited to, locating, installing, constructing, operating, repairing, and/or maintaining a sewer and related pipes, lines, connections and improvements. The Easement Area is legally described and depicted on Exhibit A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

- 1. Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, an exclusive Easement in, under, over, to and through the Easement Area for sewer purposes, including but not limited to, the installation, construction, improvement, operation, maintenance, repair and utilization of sewer improvements for all sewer purposes. Grantor shall not erect or construct or permit to be erected or constructed any landscaping, structure or improvement(s) within the Easement Area that unreasonably interfere with the Easement and sewer purposes set forth herein. Grantor may have the right to make use of the Easement Area to the extent said use(s) are not inconsistent with and do not unreasonably interfere with Grantee's use of the Easement and Easement Area granted herein.
- 2. Maintenance. The Parties understand that this Easement shall be in perpetuity, and the City's obligation to maintain the Easement Area, shall remain in place so long as the City owns and operates the sewer within the Easement Area. The Easement Area may be redefined only with the prior approval of the City (granted in the City's sole discretion). In the event the City approves a redefined Easement Area, and such redefined Easement

Area necessitates the relocation of the sewer, Grantor, and/or its successors and assigns, shall be responsible for any and all costs associated with the relocation of the sewer lines, equipment, connections, pipes and/or related improvements. The City shall have no liability, responsibility or obligation to share in the costs of such relocation.

3. Restoration of Property. In no event shall the City, its successors or assigns, or any other person or entity permitted by the City to enter the Easement Area, have any obligation to restore, salvage, or repair any damage to landscaping or any other improvements installed by Grantor that unreasonably interfere with and impair the use of the Easement Area by Grantee, its successors and assigns.
4. Not a Public Dedication. This Easement for sewer purposes shall not be deemed a conveyance or dedication of any portion of the Easement Area to the general public, other than to the City for the purposes stated herein.
5. Miscellaneous. The Recitals are incorporated herein. The Headings in this Easement are for convenience only and shall not define or limit the provisions hereof. This Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against Grantor or Grantee. This Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant or condition be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Easement, and the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.
6. Conflicts of Interest. The Parties acknowledge that A.R.S. § 38-511 is applicable to this Easement.

IN WITNESS WHEREOF, the parties hereto have executed this Sewer Easement as of the date above written.

GRANTOR:
Garcia Family Living Trust
dated March 5, 2007

[Authorized Signor for Property Owner]

[Authorized Signor #2 for Property Owner]

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing document was acknowledged before me this ____ day of _____, 2020,
by _____, as _____ of , Garcia Family Living Trust, dated March 5,
2007.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing document was acknowledged before me this ____ day of _____, 2020,
by _____, as _____ of , Garcia Family Living Trust, dated March 5,
2007.

Notary Public

My Commission Expires:

GRANTEE:

City of Surprise, an Arizona municipal
corporation

By: _____

Skip Hall

Its: Mayor

ATTEST:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)

County of Maricopa) SS.
)

The foregoing instrument was acknowledged before me this____ day of _____,
2020, by SKIP HALL, known by me as the Mayor of the City of Surprise, an Arizona municipal
corporation.

Notary Public

My Commission Expires:

Exhibit 1

Legal Description of the Property

Blocks Three Thousand Eight-Seven (3087), Three Thousand Eighty-Eight (3088), Three Thousand Eighty-Nine (3089), Three Thousand Ninety (3090), and Three Thousand Ninety-Four (3094), in the SUNDIVISION OF UNIT NUMBER 29, ROMOLA OF ARIZONA GRAPEFRUIT UNIT, according to the plat thereof of record in the office of the County Recorder of Maricopa County, Arizona, in Book 19 of Maps at page 19 thereof.

Exhibit A

Legal Description and Depiction of the Easement Area

EXHIBIT "A"
SEWER EASEMENT DESCRIPTION

THAT PORTION OF "UNIT NUMBER 29 ROMOLA OF ARIZONA GRAPE FRUIT UNIT", A FINAL PLAT RECORDED IN BOOK 19, PAGE 19, MARICOPA COUNTY RECORDS (M.C.R.), BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 24, BEING MARKED BY A BRASS CAP FLUSH, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 24, BEING MARKED BY A BRASS CAP HANDHOLE, BEARS NORTH 89 DEGREES 58 MINUTES 57 SECONDS WEST, 2632.26 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1279.41 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 01 MINUTES 03 SECONDS EAST, 33.00 FEET TO NORTH RIGHT-OF-WAY LINE OF PEORIA AVENUE, AS SHOWN IN SAID FINAL PLAT AND THE **POINT OF BEGINNING**;

THENCE NORTH 89 DEGREES 58 MINUTES 57 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, 20.00 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 00 DEGREES 11 MINUTES 58 SECONDS EAST, 1340.99 FEET;

THENCE SOUTH 89 DEGREES 48 MINUTES 02 SECONDS EAST, 20.00 FEET;

THENCE SOUTH 00 DEGREES 11 MINUTES 58 SECONDS WEST, 1340.92 FEET TO SAID RIGHT-OF-WAY LINE AND TO SAID **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 26,819 SQUARE FEET OR 0.6157 ACRES, MORE OR LESS.



HUBBARD
ENGINEERING

www.hubbardengineering.com

1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313

W. 1/4 CORNER,
SEC. 24, T3N, R2W,
FND. BCF

CENTER SECTION,
SEC. 24, T3N, R2W,
FND. NOTHING

E-W MID-SECTION LINE, SEC. 24, T3N, R2W

S89°56'52"E 2629.62'

SYCAMORE FARMS (PARADISI)

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N0°01'03"E	33.00'
L2	N89°58'57"W	20.00'
L3	S89°48'02"E	20.00'

COTTON LANE
W. LINE, SW 1/4, SEC. 24, T3N, R2W
N0°14'00"E 2641.41'



GARCIA BEN
G/HORTENSIA TR

GARCIA BEN
G/HORTENSIA TR



L3
20.00' SEWER
ESMT.
N0°11'58"E 1340.99'
S0°11'58"W 1340.92'

MWD 33.00'
ROMOLA LTD FEE
BK. 19, PG. 19, M.C.R.

N-S MID-SECTION LINE, SEC. 24, T3N, R2W
S0°10'34"W 2639.81'

SW CORNER,
SEC. 24, T3N, R2W,
FND. BCHH

1352.85' ——— 1279.41' ———
N89°58'57"W 2632.26'
S. LINE, SW 1/4, SEC. 24, T3N, R2W
PEORIA AVENUE

P.O.C.
S. 1/4 CORNER,
SEC. 24, T3N, R2W,
FND. BCF

SYCAMORE FARMS (PARADISI)

SEWER EASEMENT

EXHIBIT "A"

City of Surprise, Maricopa County, Arizona

Project No.
19127

Date
11/25/20

Project Manager
ADRIAN BURCHAM

Project Eng.

SHT: 1 of 1



Waddell Rd

Cotton Ln

SR 303

Cactus Rd

Sewer Easement
Location

Peoria Ave



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: January 5, 2021 Contact Person: Hobart Wingard, PLANNER II
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 the Final Plat entitled, “Lingor Estates – Final Plat” dated October 5, 2020, a property generally located on the southwest corner of Williams Road and 178th Avenue adjacent to the North Copper Canyon PAD; Case FS20-396.

Motion:

I move to approve the Final Plat entitled, “Lingor Estates – Final Plat.” dated October 5, 2020.

Background:

Gordon Nichols, on behalf of Lingor LLC, seeks approval of a Final Plat for a four (4) lot single-family residential subdivision generally located on the southwest corner of Williams Road and 178th Avenue.

Objective Analysis:

Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Policy Compliant:

The requested Final Plat is consistent with the Residential Ranch zoning district 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 - FS20-396 - Lingor FP - CC Staff Report - 010521

2. 01 - FS20-396 - Lingor FP - Location Map - 010521
 3. 02 - FS20-396 - Lingor FP - Case Map - 010521
 4. 03 - FS20-396 - Lingor FP - Final Plat - 010521
 5. PP - FS20-396 - Lingor FP - CC PowerPoint - 010521
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS20-396

Project Name: Lingor Estates Final Plat

Council District: 1 - Acacia

City Council Date: January 5, 2021

Planner: Hobart Wingard, Planner II

Owner: Lingor LLC

Applicant: Gordon Nichols of Lingor LLC

Request: Final Plat for a four (4) lot, single-family subdivision generally located on the southwest corner of Williams Road and 178th Avenue adjacent to the North Copper Canyon PAD.

Site Location: Generally, on the southwest corner of Williams Road and 178th Avenue adjacent to the North Copper Canyon PAD.

Site Size: 4.95 acres (approx.)

Density: 1.24 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the City of Surprise Unified Development Code.

Alternative Actions:

Approve – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

Additional Information:

Gordon Nichols, on behalf of Lingor LLC, requests approval of the Final Plat for Lingor Estates. The subject property is approximately 4.95 acres and is located on the southwest corner of Williams Road and 178th Avenue adjacent to the North Copper Canyon PAD. The subject property is zoned Residential Ranch (RR).

The applicant proposes four single-family lots for a total density of 1.24 dwelling units per acre. The typical lot proposed is 145 feet x 300 feet. This plat includes a total of 4.95 acres.

Attachments:

- 01 Vicinity Map
- 02 Case Map
- 03 Final Plat

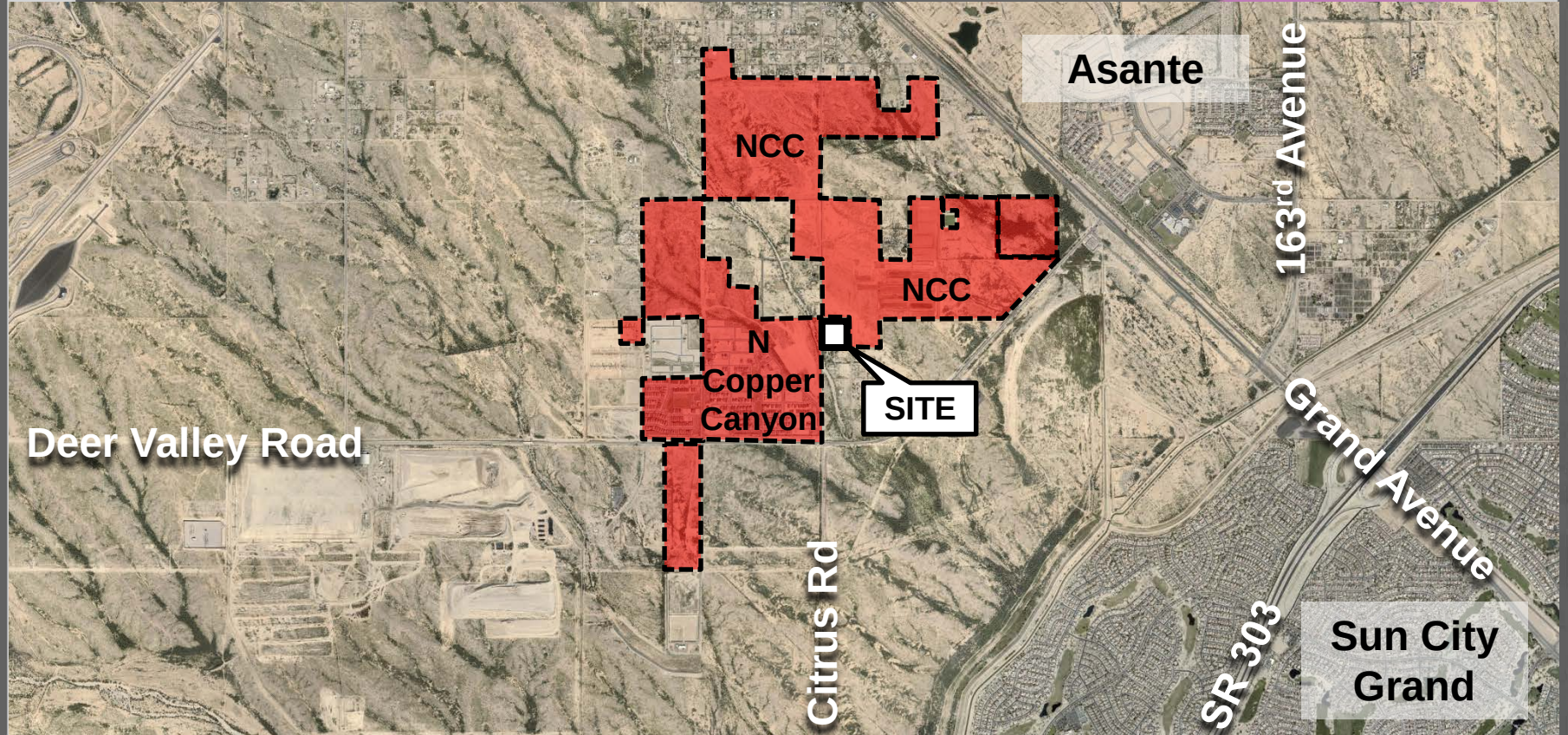
VICINITY MAP

FS20-396
Lingor Estates



CASE MAP

FS20-396
Lingor Estates



DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOWN ALL PERSONS BY THESE PRESENTS:
THAT LINGOR, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, ("OWNER") HAS SUBDIVIDED UNDER THE NAME OF "LINGOR ESTATES", A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "LINGOR ESTATES", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE 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.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT IN, UPON, OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL, NON-EXCLUSIVE VEHICLE NON ACCESS EASEMENT (V.N.A.E.) UPON, OVER, AND ACROSS THE PARCEL OF LAND SHOWN HEREON. THE PURPOSE OF THE EASEMENT IS TO PROHIBIT VEHICULAR ACCESS.

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 MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' 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 HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

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

IN WITNESS WHEREOF, LINGOR, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, 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.

LINGOR, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS THE _____ DAY OF _____, 2020, BEFORE ME THE UNDERSIGNED APPEARED, _____, WHO ACKNOWLEDGED HIMSELF TO BE _____, OF LINGOR, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, ACKNOWLEDGED THAT HE AS SUCH OFFICER, BEING DULY AUTHORIZED, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION, BY HIMSELF, AS SUCH OFFICER.

IN WITNESS WHEREOF: I HEREUNTO SET MY HAD AND OFFICIAL SEAL.

BY: _____, MY COMMISSION EXPIRES: _____

FLOOD INSURANCE RATE MAP (F.I.R.M) INFORMATION

FIRM COMM. NO.	MAP NO. MAP DATE	SUFFIX	PANEL	FIRM ZONE
040053	04013C1205L 10/16/2013	L	1205	X & AE

FIRM ZONE "X" & "AE" - PER LOMR #18-09-0588P, EFFECTIVE 9-21-18

RELEASE OF LIABILITY

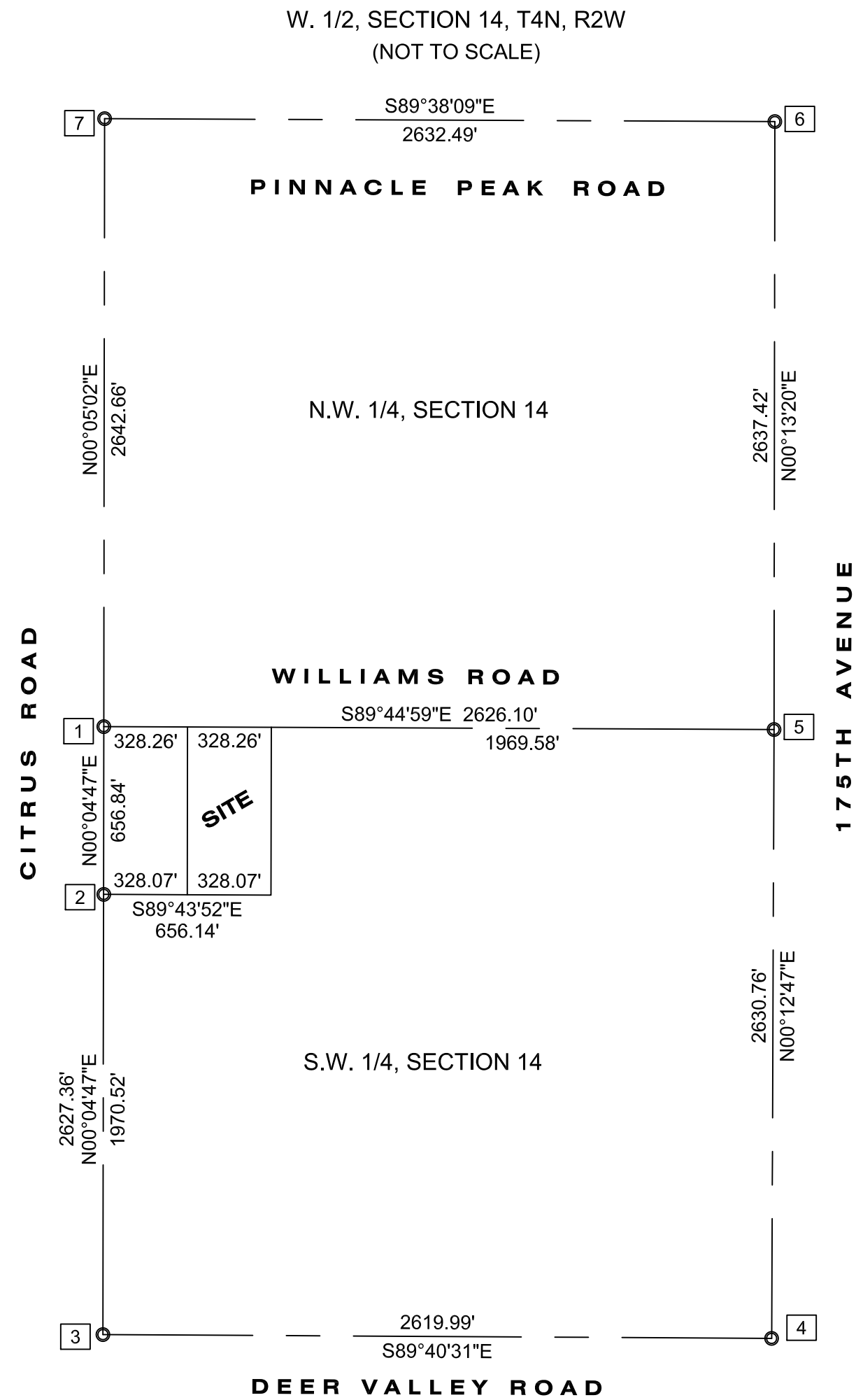
LINGOR, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS 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, 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 AN ITS AUXILIARY FIELDS. THIS INSTRUMENT 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. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OF FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

RELEASE OF LIABILITY

LINGOR, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, (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 THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS 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 PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OR SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND ACCEPTED BY THE CITY OF SURPRISE.

"LINGOR ESTATES" - FINAL PLAT

PARCEL NO. 503-73-033F
LOCATED WITHIN THE SOUTHWEST QUARTER OF
SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
SURPRISE, MARICOPA COUNTY, ARIZONA



MONUMENT NOTES: #

- W. 1/4 CORNER OF SECTION 14, T. 4 N., R. 2 W. - MONUMENT NOT FOUND; ROAD UNDER CONSTRUCTION; CALCULATED PER BK. 1452, PG. 33, M.C.R.
- MONUMENT NOT FOUND; FALLS IN LARGE WASH
- S.W. CORNER OF SECTION 14, T. 4 N., R. 2 W. - FOUND CITY OF SURPRISE BRASS CAP FLUSH
- S. 1/4 CORNER OF SECTION 14, T. 4 N., R. 2 W. - FOUND 2" BRASS CAP STAMPED "14 23"
- CENTER OF SECTION 14, T. 4 N., R. 2 W. - FOUND CITY OF SURPRISE BRASS CAP FLUSH
- N. 1/4 CORNER OF SECTION 14, T. 4 N., R. 2 W. - FOUND CITY OF SURPRISE BRASS CAP FLUSH
- N.W. CORNER OF SECTION 14, T. 4 N., R. 2 W. - FOUND MARICOPA COUNTY BRASS CAP FLUSH "LS 35832"

BASIS OF BEARINGS

S00°12'47"W ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST AS RECORDED IN BOOK 1452, PAGE 33, M.C.R.

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.

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA
THIS _____ DAY OF _____, 2020

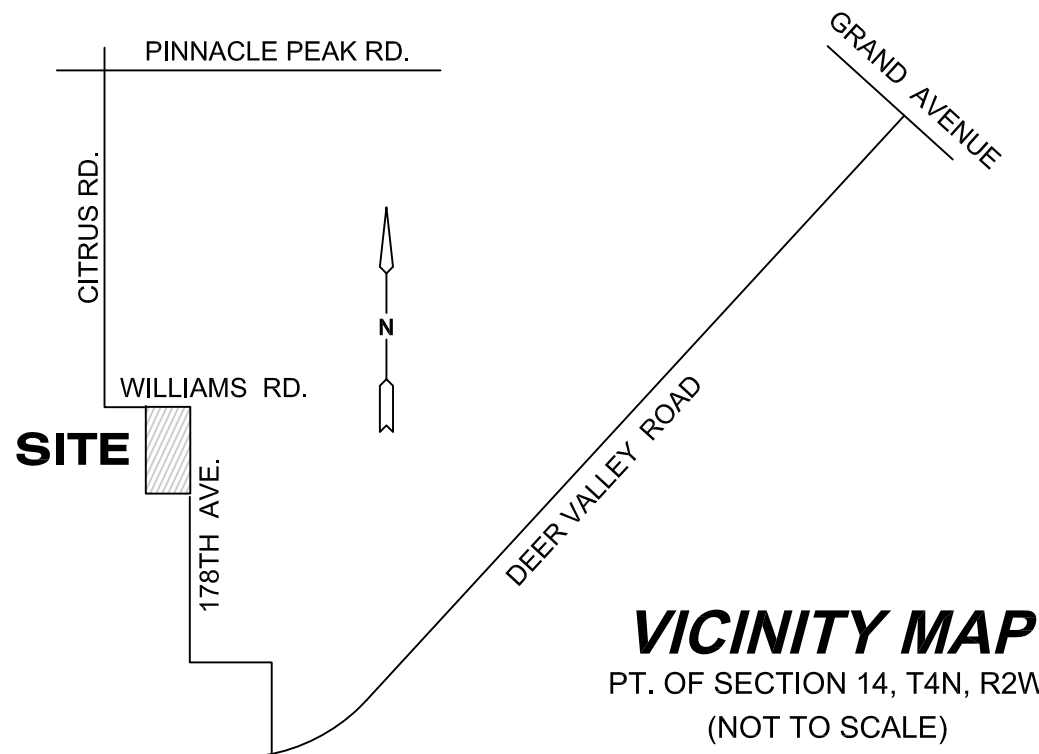
APPROVED _____
MAYOR DATE

ATTEST: _____
CITY CLERK DATE

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



LEGAL DESCRIPTIONS

PARENT PARCEL

THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED IN THE PATENT.

LOT 1

THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT THE SOUTH 435.00 FEET;
EXCEPT THE NORTH 40.00 FEET;
EXCEPT THE EAST 27.50 FEET THEREOF;
EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED IN THE PATENT.

LOT 2

THE NORTH 145.00 FEET OF THE SOUTH 435.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT THE NORTH 27.50 FEET THEREOF;
EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED IN THE PATENT.

LOT 3

THE NORTH 145.00 FEET OF THE SOUTH 290.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT THE EAST 27.50 FEET THEREOF;
EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED IN THE PATENT.

LOT 4

THE SOUTH 145.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT THE EAST 27.50 FEET THEREOF;
EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED IN THE PATENT.

CITY NOTES

- SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.
- THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- 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.
- MARICOPA COUNTY FLOOD CONTROL DISTRICT FLOODPLAIN USE PERMITS ARE REQUIRED FOR ALL LOTS WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) PRIOR TO THE ISSUANCE OF ANY CITY OF SURPRISE GRADING PERMIT.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT ROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE 'X' AND 'AE', BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO 040013C1205L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013 FOR COMMUNITY NO. 40053, IN MARICOPA COUNTY, STATE OF ARIZONA. WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

DEVELOPER/OWNER

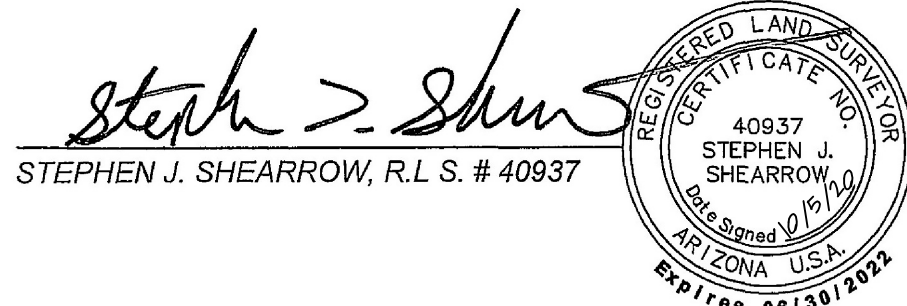
LINGOR, L.L.C.
15113 W. HURON DRIVE
SUN CITY WEST, AZ 85375

SURVEYOR

STARLINK SURVEYING, INC.
CONTACT: STEPHEN J. SHEARROW, R.L.S.
7836 W. ADOBE DRIVE
GLENDALE, AZ 85308
PHONE: 623-322-1116
FAX: 623-322-4637
EMAIL: STARLINK@STARLINKSURVEYING.COM

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST, 2019: THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTED.



STEPHEN J. SHEARROW, R.L.S. # 40937

"LINGOR ESTATES" - FINAL PLAT

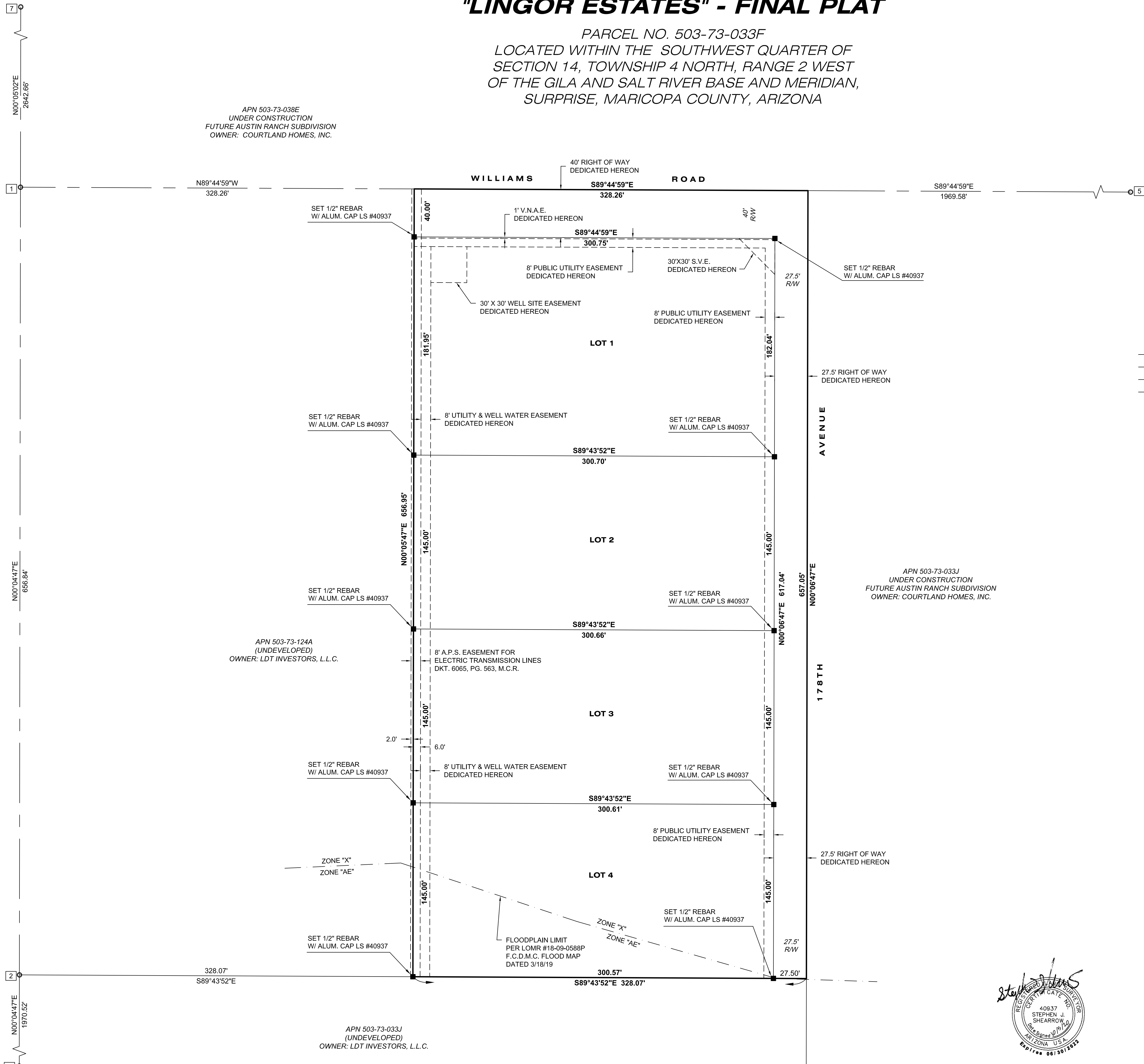
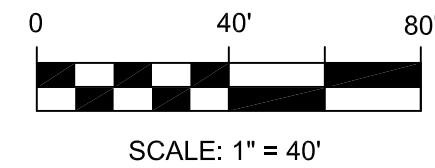
PARCEL NO. 503-73-033F LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 14, T. 4 N., R. 2 W. OF THE GILA AND SALT RIVER BASE AND MERIDIAN, SURPRISE, MARICOPA COUNTY, ARIZONA				
FIELD: SJS DRAWN: CMS CHECKED: SJS	SCALE 1"= 40'	JOB NO. 19085-1	DATE 10/5/20	SHEET 1 OF 2
Starlink Surveying, Inc.		7836 W. Adobe Drive Glendale, AZ 85308 Ph. 623-322-1116 Fax 623-322-4637		

CASE # FS20-396

"LINGOR ESTATES" - FINAL PLAT

PARCEL NO. 503-73-033F
LOCATED WITHIN THE SOUTHWEST QUARTER OF
SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
SURPRISE, MARICOPA COUNTY, ARIZONA

APN 503-73-038E
UNDER CONSTRUCTION
FUTURE AUSTIN RANCH SUBDIVISION
OWNER: COURTLAND HOMES, INC.



LEGEND

	PROPERTY LINE
	CENTER LINE
	EASEMENT LINE
	FLOODPLAIN LIMIT
M.C.R.	MARICOPA COUNTY RECORDER
FND	FOUND
ACCP	ACCEPTED
P.U.E.	PUBLIC UTILITY EASEMENT
S.V.E.	SIGHT VISIBILITY EASEMENT
F.C.D.M.C.	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
	FOUND MONUMENT (AS NOTED)
	SET 1/2" REBAR W/ ALUM. CAP LS #40937 (AS NOTED)
	MONUMENT DESCRIPTION I.D.

LOT WIDTHS

LOT 1 MINIMUM: 181.95'
 AVERAGE: 182.00'

LOTS 2 - 4 MINIMUM: 145.00'
 AVERAGE: 145.00'

AREAS

LOT 1: 54,730 SQ.FT. OR 1.26 ACRES
LOT 2: 43,598 SQ.FT. OR 1.00 ACRES
LOT 3: 43,592 SQ.FT. OR 1.00 ACRES
LOT 4: 43,586 SQ.FT. OR 1.00 ACRES
ROW DEDICATION: 30,099 SQ.FT. OR 0.69 ACRES

TOTAL: 215,605 SQ.FT. OR 4.95 ACRES

"LINGOR ESTATES" - FINAL PLAT

PARCEL NO. 503-73-033F
LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 14,
T. 4 N., R. 2 W. OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
SURPRISE, MARICOPA COUNTY, ARIZONA

FIELD: SJS	SCALE: 1"= 40'	JOB NO.: 19085-1	DATE: 10/5/20	SHEET: 2 OF 2
DRAWN: CMS				
CHECKED: SJS				

Starlink
Surveying, Inc.
7836 W. Adobe Drive
Glendale, AZ 85308
Ph. 623-322-1116 Fax 623-322-4637



CASE # FS20-396



FS20-396

Lingor Estates

Final Plat

City Council – January 5, 2021

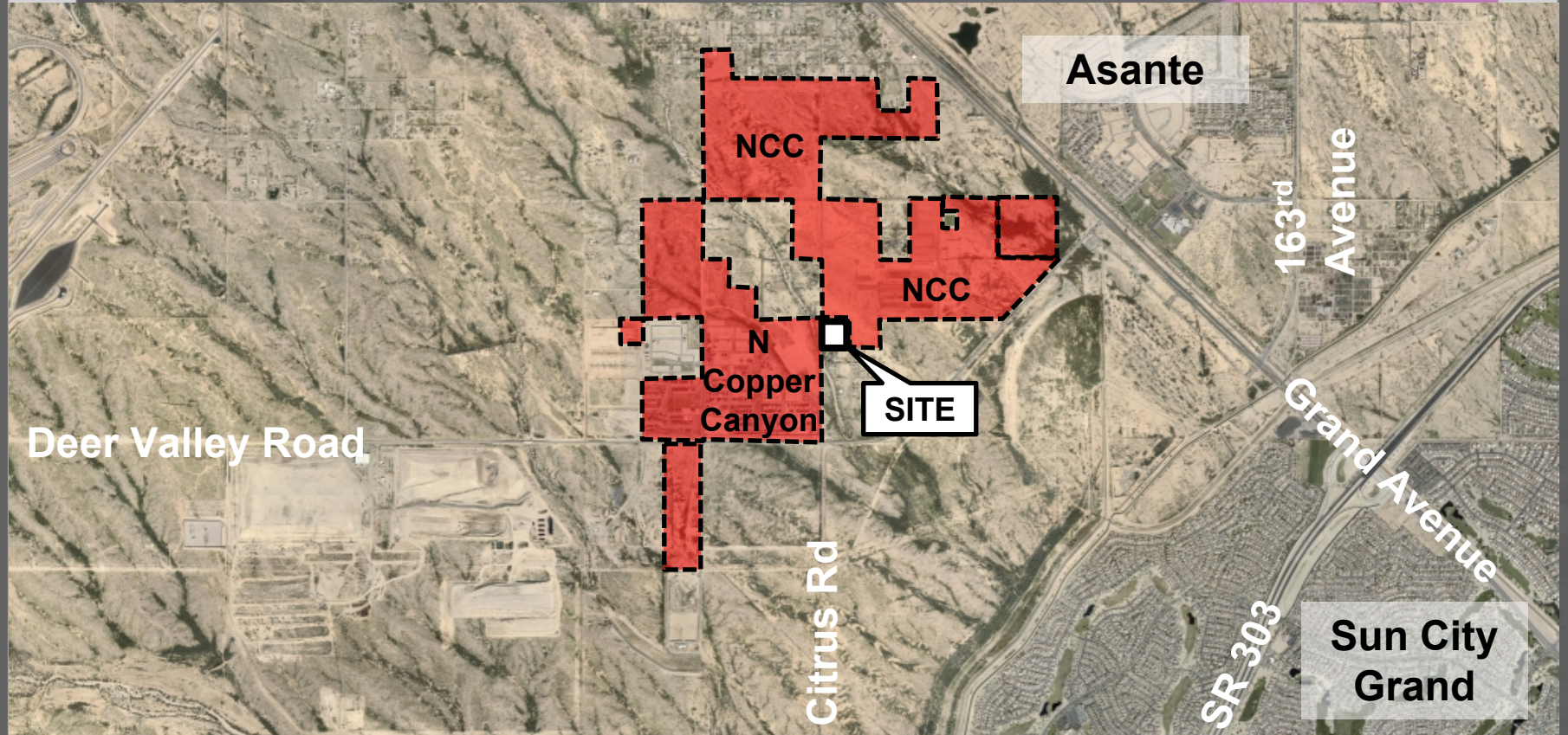
VICINITY MAP

FS20-396
Lingor Estates



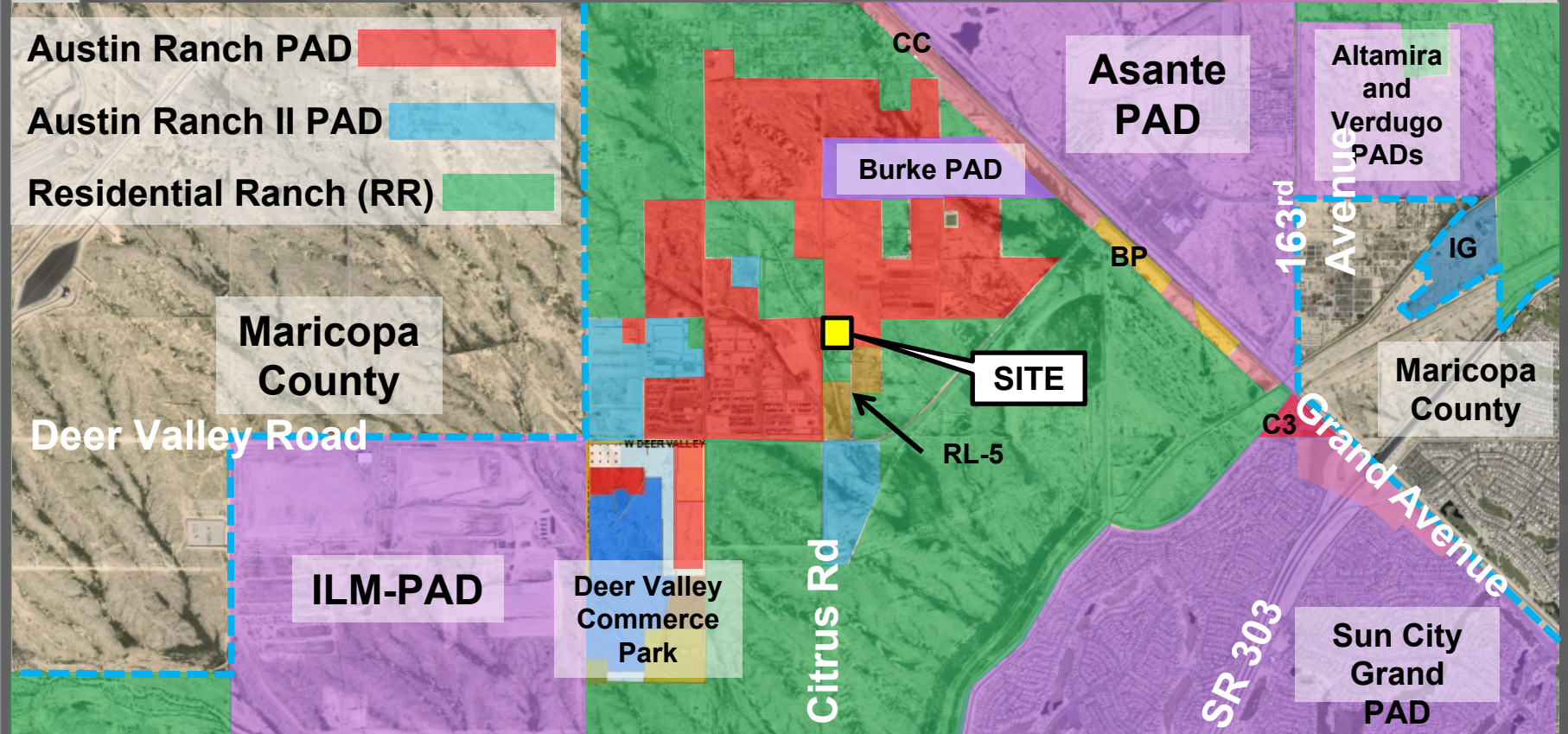
CASE MAP

FS20-396
Lingor Estates



ZONING MAP

FS20-396
Lingor Estates



DEDICATION

STATE OF ARIZONA
COUNTY OF MARICOPA

KNOW ALL PERSONS BY THESE PRESENTS:

THAT LINGOR, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, FORMERLY HAS SUBDIVIDED UNDER THE NAME OF "LINCOLN ESTATE", A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASIN AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND HAS HEREBY GRANTED TO THE CITY OF SURPRISE, ARIZONA, AS AND FOR THE PLAT OF "LINGOR ESTATES", AND DECLARES THAT THIS PLAT SET FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT AND EASEMENT, AND THAT EACH LOT AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, ABBREVIATION, OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FREE TITLE TO ALL PUBLIC RIGHTS OF WAY AS SHOWN ON THE 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.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL, NON-EXCLUSIVE EASEMENT IN UPON, OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS RIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF OBSTACLES TO VISIBILITY.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENT (V.N.A.E.) UPON, OVER, AND ACROSS THE PARCELS OF LAND SHOWN HEREON, FOR THE PURPOSE OF THE EASEMENT TO PROMOTE BICYCLE ACCESS.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AN AVIATION 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 ACCESS TO FLIGHT, DUTY, FUEL, AND LIQUIDANT 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 DURING AIR FORCE BASE AND AUXILIARY FIELDS.

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 DELEGATED BY OWNER TO THE CITY UPON THEIR COMPLETION. HOWEVER, EASE TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL, FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PAVES SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS ASSOCIATION FORMED BY THE OWNER.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS OF WAY, INCLUDING LANDSCAPED MEDIAN, TRAIL, 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 HOMEOWNERS ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

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

IN WITNESS WHEREOF, LINGOR, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, HAS HEREON CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2020.

LINGOR, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY:

ITS:

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF MARICOPA

ON THIS _____ DAY OF _____, 2020, BEFORE ME THE UNDERSIGNED, A Notary Public in and for the State of Arizona, who acknowledged to me _____ of LINGOR, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, ADOPTED LOGO, THAT HE AS SUCH OFFICER, BEING DULY AUTHORIZED, EXECUTED THIS PLAT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION, BY HIMSELF, AS SUCH OFFICER.

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

BY: _____ MY COMMISSION EXPIRES: _____

FLOOD INSURANCE RATE MAP (F.I.R.M.) INFORMATION

FIRM CORREL. NO. MAP NO. MAP DATE SURF. FIRM ZONE

040803 040803 040803 L 1205 X.A.E.

FIRM ZONE "X" A "E" - PER CORREL. #18-05-0000P, EFFECTIVE 5-21-18

RELEASE OF LIABILITY

LINGOR, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, 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 CITY OF SURPRISE, AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL, OR LOT THEREOF, FROM AND AGAINST ALL CLAIMS FOR ANY AND ALL DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE, OVER, OR IN CONNECTION WITH AIRCRAFT OPERATING OVER THIS PLAT, TOGETHER WITH ACCESS TO FLIGHT, DUTY, FUEL, AND LIQUIDANT 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 DURING AIR FORCE BASE AND AUXILIARY FIELDS. THIS INSTRUMENT 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. THIS INSTRUMENT DOES NOT RELEASE THE USAP 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, FUEL, DUTY, FUEL, AND LIQUIDANT PARTICLES.

RELEASE OF LIABILITY

LINGOR, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, AND (3) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL, OR LOT THEREOF, FROM AND AGAINST ALL CLAIMS FOR ANY AND ALL DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE, OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE PUBLIC RIGHTS OF WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE, MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PAVES SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS ASSOCIATION FORMED BY THE OWNER.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS OF WAY, INCLUDING LANDSCAPED MEDIAN, TRAIL, 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 HOMEOWNERS ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

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

IN WITNESS WHEREOF, LINGOR, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, HAS HEREON CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2020.

LINGOR, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY:

ITS:

"LINGOR ESTATES" - FINAL PLAT

PARCEL NO. 503-73-033F
LOCATED WITHIN THE SOUTHWEST QUARTER OF
SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER BASIN AND MERIDIAN,
SURPRISE, MARICOPA COUNTY, ARIZONA



MONUMENT NOTES:

1. IN THE CORNER OF SECTION 14, T. 4 N., R. 2 W. - MONUMENT NOT FOUND: ROAD UNDER CONSTRUCTION
2. CALCULATED FOR BK. 1405, PG. 35, M.C.R.
3. MONUMENT NOT FOUND: FIELDS NEARBY
4. S.W. CORNER OF SECTION 14, T. 4 N., R. 2 W. - FOUND: CITY OF SURPRISE BRASS CAP FLUSH
5. S.E. CORNER OF SECTION 14, T. 4 N., R. 2 W. - FOUND: 7" BRASS CAP STAMPED "14-20"
6. CENTER OF SECTION 14, T. 4 N., R. 2 W. - FOUND: CITY OF SURPRISE BRASS CAP FLUSH
7. N.W. CORNER OF SECTION 14, T. 4 N., R. 2 W. - FOUND: CITY OF SURPRISE BRASS CAP FLUSH
8. S.W. CORNER OF SECTION 14, T. 4 N., R. 2 W. - FOUND: MARICOPA COUNTY BRASS CAP FLUSH "S. 1800"

BASIS OF BEARINGS

SOUTHWEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST AS RECORDED IN BOOK 1405, PAGE 35, M.C.R.

PUBLIC NOTICE

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LINCOLN AIR FORCE BASE AND MAY BE SUBJECT TO OVERSIGHTS BY 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 SNAKEHOUSE 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.

CITY OF SURPRISE COUNCIL APPROVAL

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

THIS _____ DAY OF _____, 2020

APPROVED: _____ MAYOR _____ DATE: _____

ATTEST: _____ CITY CLERK _____ DATE: _____

CITY OF SURPRISE ENGINEER APPROVAL

ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2020.

APPROVED: _____ CITY ENGINEER _____ DATE: _____

ATTEST: _____ CITY ENGINEER _____ DATE: _____

LEGAL DESCRIPTIONS

PARENT PARCEL

THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASIN AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED IN THE PATENT.

LOT 1
THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASIN AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE SOUTH 43.00 FEET;
EXCEPT THE NORTH 40.00 FEET;
EXCEPT THE EAST 27.00 FEET THEREOF;
EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED IN THE PATENT.

LOT 2
THE NORTH 44.00 FEET OF THE SOUTH 43.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASIN AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE EAST 27.00 FEET THEREOF;
EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED IN THE PATENT.

LOT 3
THE NORTH 44.00 FEET OF THE SOUTH 43.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASIN AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE EAST 27.00 FEET THEREOF;
EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED IN THE PATENT.

LOT 4
THE SOUTH 43.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASIN AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE EAST 27.00 FEET THEREOF;
EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED IN THE PATENT.

CITY NOTES

1. SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.
2. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
3. IN ACCORDANCE WITH ARS 18-011, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
4. MARICOPA COUNTY FLOOD CONTROL DISTRICT FLOODPLAIN USE PERMITS ARE REQUIRED FOR ALL LOTS WITH AN OFFICIAL FLOOD HAZARD AREA (FHA) PRIOR TO THE GRADING OF ANY CITY OF SURPRISE GRADING PERMIT.
5. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
6. THE PLAT IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" AND "E" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON THE CURRENT INSURANCE RATE MAP (FIRM) NUMBER 040803, WITH A DATE OF REINFORMATION OF OCTOBER 16, 2015 FOR COMMUNITY NO. 4808 IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

DEVELOPER/OWNER

LINGOR, L.L.C.
CONTRACT: STEPHEN J. SHAW, R.L.S.
7830 W. ASHBO DRIVE
CHANDLER, AZ 85226
PHONE: 602-922-1118
FAX: 602-922-4057
EMAIL: STJ@STJLAW.COM

SURVEYOR

STANLUX SURVEYING, INC.
CONTRACT: STEPHEN J. SHAW, R.L.S.
7830 W. ASHBO DRIVE
CHANDLER, AZ 85226
PHONE: 602-922-1118
FAX: 602-922-4057
EMAIL: STJ@STJLAW.COM

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST, 2020, THAT THE SURVEY IS TRUE AND CORRECTLY SHOWS THAT THE MONUMENTS SHOWN ACTUALLY EXIST, THAT THE POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED.

STEPHEN J. SHAW, R.L.S. & ASSOC.

STATE OF ARIZONA
COUNTY OF MARICOPA

NOTARY PUBLIC

"LINGOR ESTATES" - FINAL PLAT

PARCEL NO. 503-73-033F
LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 14, T. 4 N., R. 2 W. OF THE GILA AND SALT RIVER BASIN AND MERIDIAN, SURPRISE, MARICOPA COUNTY, ARIZONA

DATE OF RECORDATION: _____ SCALE: 1"=40' JOB NO.: 18085-1 DATE: 10/3/20 SHEET: 1 OF 2

Starline Surveying, Inc. 7830 W. Ashbo Drive Chandler, AZ 85226 Ph. 602-922-896 Fax 602-922-4057

"LINGOR ESTATES" - FINAL PLAT

PARCEL NO. 503-73-033F
LOCATED WITHIN THE SOUTHWEST QUARTER OF
SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
SURPRISE, MARICOPA COUNTY, ARIZONA



APN 503-73-036
UNDER CONSTRUCTION
FUTURE AUSTIN RANCH SUBDIVISION
OWNER: COURTLAND HOMES, INC.

300' ± 0.00'

300' ± 0.00'

SET 10' REBAR
IN ALUM. CAP. L.S. #40007

SET 10' REBAR
IN ALUM. CAP. L.S. #40007

SET 10' REBAR
IN ALUM. CAP. L.S. #40007

SET 10' REBAR
IN ALUM. CAP. L.S. #40007

SET 10' REBAR
IN ALUM. CAP. L.S. #40007

SET 10' REBAR
IN ALUM. CAP. L.S. #40007

APN 503-73-034
UNDER DEVELOPMENT
OWNER: LOT ANVISTONE, L.L.C.

APN 503-73-035
UNDER CONSTRUCTION
FUTURE AUSTIN RANCH SUBDIVISION
OWNER: COURTLAND HOMES, INC.

SET 10' REBAR
IN ALUM. CAP. L.S. #40007

SET 10' REBAR
IN ALUM. CAP. L.S. #40007

SET 10' REBAR
IN ALUM. CAP. L.S. #40007

SET 10' REBAR
IN ALUM. CAP. L.S. #40007

300' ± 0.00'

300' ± 0.00'

APN 503-73-031
UNDER DEVELOPMENT
OWNER: LOT ANVISTONE, L.L.C.

LEGEND

- PROPERTY LINE
- CENTER LINE
- EASEMENT LINE
- FLOODPLAIN LIMIT
- M.C.R. MARICOPA COUNTY RECORDER
- IND. FOUND
- ACCP. ACCEPTED
- P.U.E. PUBLIC UTILITY EASEMENT
- S.V.E. SIGHT VISIBILITY EASEMENT
- F.C.D.M.C. FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
- 0 FOUND MONUMENT (AS NOTED)
- 1 SET 10' REBAR IN ALUM. CAP. L.S. #40007 (AS NOTED)
- 2 MONUMENT DESCRIPTION D.

LOT WIDTHS

LOT 1 MONUMENT: 181.89'
AVERAGE: 181.89'
LOTS 2 - 4 MONUMENT: 145.00'
AVERAGE: 145.00'

AREAS

LOT 1 54,730 SQ. FT. OR 1.26 ACRES
LOT 2 43,888 SQ. FT. OR 1.00 ACRES
LOT 3 43,888 SQ. FT. OR 1.00 ACRES
LOT 4 43,888 SQ. FT. OR 1.00 ACRES
TOTAL: 216,896 SQ. FT. OR 4.88 ACRES

"LINGOR ESTATES" - FINAL PLAT

PARCEL NO. 503-73-033F
LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 14,
T. 4 N., R. 2 W. OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
SURPRISE, MARICOPA COUNTY, ARIZONA

PLAT SIZE	30'x40'	200'x20'	20'x20'	20'x20'
DATE OF PLAT	1/1/20	1998-1	1/1/20	2/1/2

Starfish
Surveying, Inc.

7836 W. Adobe Drive
Chandler, AZ 85226
Ph: 602-922-886 Fax: 602-922-4637

CASE # P2020-166

FINAL PLAT



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 5, 2021
Submitting Department: Legal
Staff Recommendations: None

Contact Person: Digger Oster
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 FY21 Budget by reallocating appropriations in the amount of \$400,000 from general contingency to the Risk Management Fund and amending the Contract Awarding Authority List by increasing the risk insurance deductibles item; Resolution #2021-05.

Motion:

I move to approve Resolution #2021-05.

Background:

The City adopted budget included funding for the Risk Management Fund to include claims settlements and insurance premiums. Due to an increase on claims to city property, a budget authority increase of \$300,000 is needed to complete the necessary repairs which in most cases the City is reimbursed its loss less deductible for each claim. The Arizona Municipal Risk Retention Pool coverage is also expected to be higher than originally estimated due to rate increases and new additions of property to the policy, therefore an increase of \$100,000 is needed. The Contract Awarding Authority List was set at \$1,000,000 in FY2021 for Risk Insurance Deductibles, this amendment will require the amount to increase to \$1,300,000.

Objective Analysis:

This budget amendment will allow the city to continue to manage the increase in claims to the City while still obtaining reimbursements from insurance. This will also allow us to cover the increase in insurance rates.

Policy Compliant:

This action is compliant with the Budget Amendment Policies and the Comprehensive Financial Management Policies.

Financial Impact:

The reallocation of appropriation in the amount of \$400,000 from general contingency to the Risk Management Fund with not increase or decrease the total budget for FY2021.

Budget Impact:

This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

This does not impact the number of FTE's.

ATTACHMENTS:

1. Res 2021-05 Budget Amd for Risk-Workers Comp-final
-

RESOLUTION # 2021-05

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF \$400,000 FROM GENERAL CONTINGENCY TO THE RISK MANAGEMENT FUND DUE TO AN UNEXPECTED INCREASE IN EXPENSES AND AMENDING THE CONTRACT AWARDING AUTHORITY LIST BY INCREASING THE RISK INSURANCE DEDUCTIBLES ITEM TO \$1,300,000.

WHEREAS, the FY2021 budget was adopted including funding for the Risk Management Fund which includes claims settlements and insurance premium funding;

WHEREAS, due to an increase on claims to city property, a budget authority increase of \$300,000 is needed to complete the necessary repairs, which in most cases the City is reimbursed its loss less deductible for each claim;

WHEREAS, the Arizona Municipal Risk Retention Pool (AMRRP) coverage is expected to be higher than originally estimated due to rate increases and new additions to the policy therefore an increase of \$100,000 is needed;

WHEREAS, the FY2021 budget including the FY2021 Contract Awarding Authority List was adopted by Council Resolution #2020-63 on June 2, 2020;

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.

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 Contract Awarding Authority List and budget of the City of Surprise, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2021-05

Exhibit A

1. Appropriation - The allocation below represents reallocation of appropriation in the amount of \$400,000 Due to an increase in claims to city property, a budget authority increase is needed to complete the necessary repairs. In most cases the city is reimbursed its loss less its deductible for each respective claim. The AMRRP coverage is expected to be higher than originally estimated due to rate increases and new additions to the policy. 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
Risk Management - Int Svc Fd	City Attorney	Services	E	2,093,700	400,000	2,493,700
Risk Management - Int Svc Fd	City Attorney	Charges for Services	R	2,376,800	300,000	2,676,800
Risk Management - Int Svc Fd	General Operations	Contingency	E	750,000	(400,000)	350,000
Grants/Contingency	General Operations	Other	R	25,990,100	(300,000)	25,690,100
Expense Total				2,843,700	-	2,843,700
Revenue Total				28,366,900	-	28,366,900

2. Contract Awarding Authority List - City Council approved \$1,000,000 for the purpose of payment of claims to city property on the Fiscal Year 2020 Contract Awarding Authority List. Due to an increase in claims so far this year, a budget authority increase is required to complete the necessary repairs.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
21302	Risk Insurance Deductibles	\$1,000,000	\$300,000	\$1,300,000



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 5, 2021
Submitting Department: Public Works
Staff Recommendations: None

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

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

Consideration and action declaring the intent to enlarge the "City of Surprise, Arizona, Austin Ranch West Parcel 6 # 143" lighting improvement district pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks within the district; Resolution # 2021-04.

Motion:

I move to approve Resolution # 2021-04

Background:

Austin Ranch West Parcel 6 #143 was formed in November 7, 2017 (Resolution 2017-121). Since the time of formation, new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcels and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed street light improvement district enlargement contains the signatures of all of the real property owners in the enlargement area of the district, exclusive of mortgages and other lien holders. 152 (estimated) new lights are proposed within this enlargement which are local and collector roads and will be billed to the Austin Ranch West Parcel 6 #143 SLID.

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will enlarge an existing SLID boundary to include the remainder of the parcels not within the SLID and extend existing boundaries to roadway centerlines. The District is paid for by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District. The enlargement of the SLID will only affect the parcels joining into the District, as the valuation of the property may be increased.

Policy Compliant:

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

consistent with these objectives.

Financial Impact:

Any financial impact on the City is anticipated to be minimal, as the ratio of the new lights to existing lights is very small.

Budget Impact:

This is an enlargement of an existing SLID, therefore no impact to the budget is anticipated. A separate fund for this District is currently in place to track the revenue and expenses.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. Res 2021-04-SLID Enlargement AR West 2 and 3
 2. 02 SLID Petition Enlargement FS20-207 AR West 3.1_approved
 3. 03 Street Lighting Plan FS20-435 AR West 3.2_approved
 4. 03 Street Lighting Plans FS20-207 AR West 3.1_approved
 5. 04 Council Map FS20-207 AR West 3.1_approved
-

RESOLUTION # 2021-04

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA AUSTIN RANCH WEST PARCEL 6 #143 AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on November 7, 2017 the Mayor and City Council of the City of Surprise adopted Resolution No. 2017-121, ordering the formation of the City of Surprise, Arizona *Austin Ranch West Parcel 6 #143* (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

WHEREAS, Ariz. Rev. Stat. § 48-616(M) permits the City to add new territory to an existing district, thereby enlarging the boundaries of an existing street lighting improvement district ("SLID"), when proper notice has been given to the owners of real property that will be added to the SLID;

WHEREAS, Ariz. Rev. Stat. § 48-617(A) gives the City immediate jurisdiction to order the creation or enlargement of a SLID without the necessity of publication and posting of the resolution of intention when all owners of the real property being added to the SLID have petitioned the City to form or enlarge the SLID;

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of parcels of property which adjoin the District (hereinafter referred to as "Petitioners") acting pursuant to the provisions of Ariz. Rev. Stat. §§ 48-616(M) and 48-617(A), have petitioned the City to enlarge the District to include said property legally described in Exhibit A to this Resolution, with such boundaries as shown in the map in Exhibit B to this Resolution;

WHEREAS, the City has verified and finds that Petitioners are the owners, exclusive of mortgagees and other lienholders, of all of the real property being added to the boundary of the District.

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

Section 1. *District Enlargement.* The City of Surprise, Arizona *Austin Ranch West Parcel 6 #143* shall be enlarged by the addition of the property legally described in Exhibit A and shown in the map in Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2021/2022 will apply to the District as enlarged by this Resolution.

Section 2. *Recording and Filing of this Resolution.* A certified copy of this Resolution shall be recorded in the office of the Maricopa County Recorder. Certified

copies of this Resolution shall also be filed with the Arizona Department of Revenue and the Maricopa County Assessor's office pursuant to Ariz. Rev. Stat. § 42-17257.

APPROVED AND ADOPTED this ____ day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

Legal Description

**Legal Description
For
Street Light Improvement District
Austin Ranch West – Parcels 2 & 3**

Located within Section 15, Township 4 North, Range 2 West, Gila and Salt River Meridian, Maricopa County, Arizona. Described as follows:

Beginning at the North Quarter corner of said Section 15, said point being a 2" Maricopa County Aluminum Cap Stamped L.S. #35832, from which the Northwest corner of said Section 15 bears South 89°55'09" West, a distance of 2639.17 feet;

Thence S 00°06'01" W, along the North-South mid-section line of Section 15, a distance of 1,316.51 feet;

Thence departing said North-South mid-section line S 89°55'13" E, a distance of 1,320.05 feet;

Thence S 00°05'38" W, a distance of 1,319.07 feet, to a point on the East-West mid-section line of said Section 15, said point being a ½" rebar with Cap R.L.S. #21081;

Thence S 89°49'33" E along said mid-section line, a distance of 1,320.47 feet, to the East Quarter of said Section 15, said point being a 2" Maricopa County Aluminum Cap Stamped L.S. #35832;

Thence S 00°04'38" W along the East line of the Southeast quarter of Section 15, a distance of 1,963.17 feet, to a point on a non-tangent curve lying on the North line of AUSTIN RANCH PARCEL 1, recorded in Book 1307, Page 3, Maricopa County Records, said curve being concave Southwesterly, whose center bears S 62°09'50" W, a distance of 349.61 feet;

Thence along the North line of AUSTIN RANCH PARCEL 1 the following 10 courses:

Thence Northwesterly along the arc of said curve, through a central angle of 16°43'19", a distance of 102.04 feet;

Thence N 44°33'29" W, a distance of 349.81 feet to the beginning of a 372.50 foot radius curve, concave Northeasterly;

Thence Northwesterly along the arc of said curve, through a central angle of 25°20'04", a distance of 164.71 feet;

Thence S 70°51'03" W, a distance of 55.00 feet;

Thence N 55°55'11" W, a distance of 82.73 feet;

Thence N 08°02'38" W, a distance of 43.76 feet;

Thence N 46°54'28" W, a distance of 242.68 feet;

Thence N 33°31'09" W, a distance of 1,125.90 feet;

Thence N 65°42'17" W, a distance of 809.51 feet;

Thence N 79°11'25" W, a distance of 525.05 feet, to a point on the West line of Tract 01 of said AUSTIN RANCH PARCEL 1;

Thence along the West line of said Tract 01 the following 3 courses:

Thence S 07°57'14" E, a distance 44.50 feet, to the beginning of a 369.65 foot radius curve, concave Westerly;

Thence Southerly along the arc of said curve, through a central angle of 08°15'36", a distance of 53.29 feet;

Thence S 00°05'24" W, for a distance of 9.51 feet, to a point on the North line of AUSTIN RANCH PARCEL 6, recorded in Book 1386, Page 36, Maricopa County Records;

Thence N89°49'33" W along said North line, for a distance of 77.00 feet, to the Center of said Section 15, said point being a ½" rebar with Cap R.L.S. #21081;

Thence N 89°48'26" W along the North line of said AUSTIN RANCH PARCEL 6 and the Westerly projection thereof, a distance of 1,304.05 feet;

Thence N 00°05'52" E, a distance of 1,313.91 feet;

Thence N 89°56'13" W, a distance of 16.17 feet;

Thence N 00°07'01" E, a distance of 1,313.21 feet, to a point on the North line of the Northwest quarter of said Section 15;

Thence N 89°55'09" E along said North line, a distance of 1,319.89 feet to the POINT OF BEGINNING.

Containing 6,878,876.17 square feet of 157.92 acres, more or less.



Mitchell H. Ragsdale
EXPIRES 12/31/2020

EXHIBIT B

Map



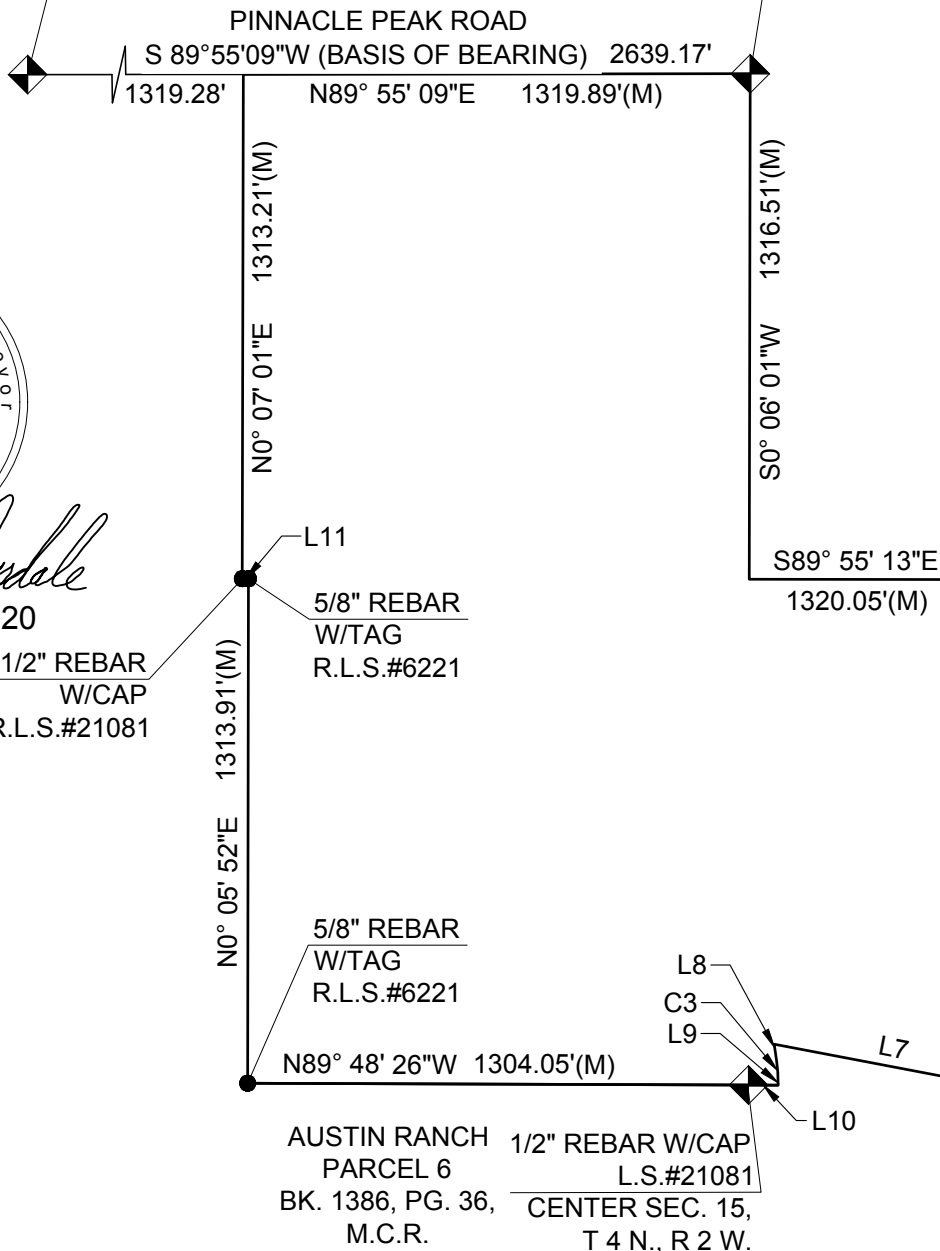
1" = 500'



Mitchell H. Ragsdale
EXPIRES 12/31/2020

5/8" REBAR (ACCEPTED);
ALSO FD. STONE WITH 'X'
0.7'± N., 0.7'± W. (NOT
ACCEPTED)
NW COR. SEC. 15,
T 4 N., R 2 W.

2.5" ALUMINUM CAP
M.C. LS 35832
N1/4 COR. SEC. 15,
T 4 N., R 2 W.
POINT OF BEGINNING



MATCHLINE SEE SHEET 2



645 E. MISSOURI AVE., STE. 160
PHOENIX, ARIZONA 85012

P:602.297.8732 • F:602.230.8458

EXHIBIT

SLID EXHIBIT

AUSTIN RANCH WEST PARCELS 2 & 3
SURPRISE, AZ

Project No. 0799.1
Sheet 1 of 3

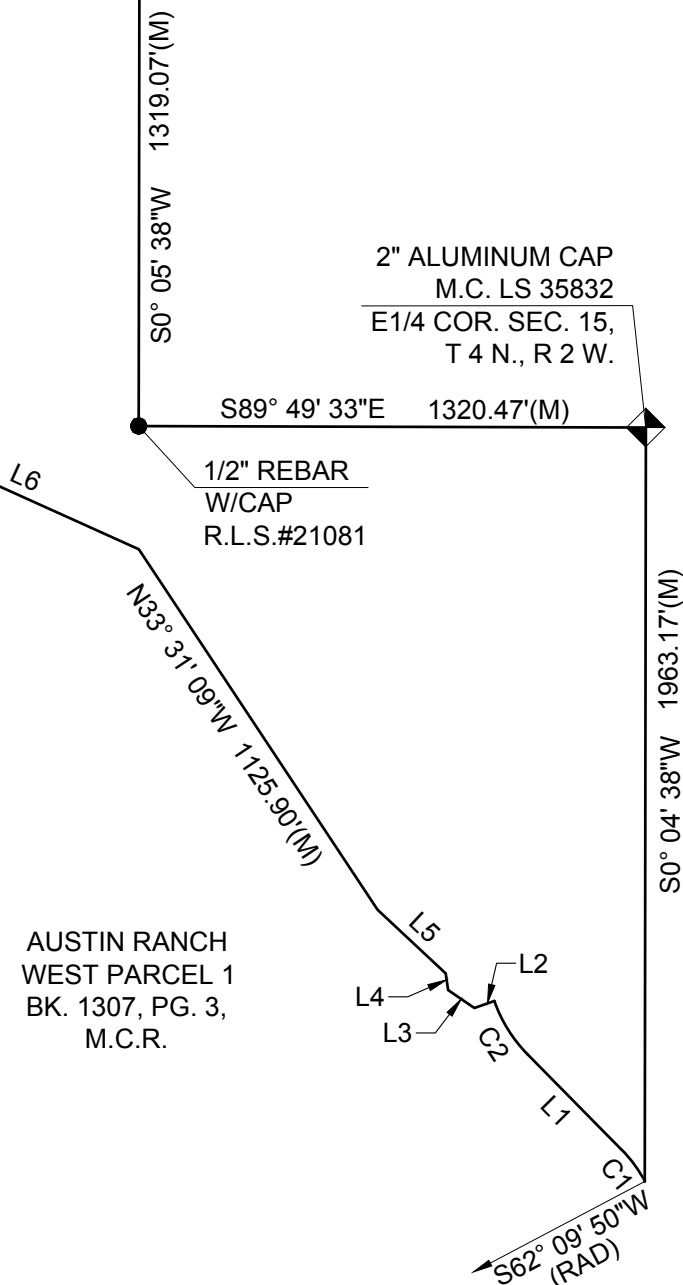
Date : 07/21/20



MATCHLINE SEE SHEET 1



Mitchell H. Ragsdale
EXPIRES 12/31/2020



645 E. MISSOURI AVE., STE. 160
PHOENIX, ARIZONA 85012

P:602.297.8732 • F:602.230.8458

EXHIBIT

SLID EXHIBIT

AUSTIN RANCH WEST PARCELS 2 & 3
SURPRISE, AZ

Project No. 0799.1
Sheet 2 of 3

Date : 07/21/20

Line Table		
Line #	Direction	Length
L1	N44° 33' 29"W	349.81'
L2	S70° 51' 03"W	55.00'
L3	N55° 55' 11"W	82.73'
L4	N08° 02' 38"W	43.76'
L5	N46° 54' 28"W	242.68'
L6	N65° 42' 17"W	809.51'
L7	N79° 11' 25"W	525.05'
L8	S07° 57' 14"E	44.50'
L9	S00° 05' 24"W	9.51'
L10	N 89° 49' 33"W	77.00'
L11	N 89° 56' 13"W	16.17'

Curve Table				
Curve #	Length	Radius	Delta	Tangent
C1	102.04'	349.61'	016°43'19"	51.38'
C2	164.71'	372.50'	025°20'04"	83.72'
C3	53.29'	369.65'	008°15'36"	26.69'



Mitchell H. Ragsdale
EXPIRES 12/31/2020



645 E. MISSOURI AVE., STE. 160
PHOENIX, ARIZONA 85012

P:602.297.8732 • F:602.230.8458

EXHIBIT

SLID EXHIBIT

AUSTIN RANCH WEST PARCELS 2 & 3
SURPRISE, AZ

Project No. 0799.1
Sheet 2 of 3

Date : 07/21/20

STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

We, the undersigned, are all or a majority of the real property owners, exclusive of mortgagees and other lienholders, adjoining the district named below. We petition the City Council of the City of Surprise, Arizona, to enlarge the District to include said property legally described in Exhibit A with such boundaries as shown in the map in Exhibit B attached hereto. This petition includes a charge for maintaining the lighting facilities.

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

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

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

The name of the existing street light improvements district to be enlarged:

Austin Ranch West Parcel 6 #143

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
See Attachment "A"			



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

AVAILABILITY

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

DESCRIPTION

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

TIME PERIODS

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

CHARGES

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

I. FIXTURES (Includes Mounting Arm, if Applicable)

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



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

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



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

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



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

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

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



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

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

NOTES:

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



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

II. POLES

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



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

II POLES (cont)

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

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

III. ANCHOR BASE

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



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

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

		CHARGE
		Company Owned
Underground Circuit Charges:		
a.	Per foot of cable, installed under paving	\$0.17000
b.	Per foot of cable, not installed under paving	\$0.06000

V. DETERMINATION OF CHARGES FOR NEW EQUIPMENT

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

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



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

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

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

TRIP CHARGE

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

ADJUSTMENTS

The bill will include the following adjustments:

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

SERVICE DETAILS

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



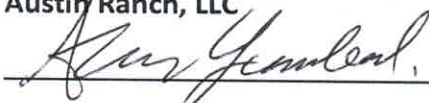
**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

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

ATTACHMENT "A" TO STREET LIGHT IMPROVEMENT DISTRICT PETITION

PETITIONERS NAME	PARCEL NUMBER OF PROPERTY OWNED WITHIN DISTRICT
Austin Ranch, LLC	503-74-005U
Austin Ranch, LLC	503-74-005S
Austin Ranch, LLC	503-71-015
Austin Ranch, LLC	503-71-014
Austin Ranch, LLC	503-71-013
Austin Ranch, LLC	503-71-012
Austin Ranch, LLC	503-71-019
Austin Ranch, LLC	503-71-018
Austin Ranch, LLC	503-71-017
Austin Ranch, LLC	503-71-016
Austin Ranch, LLC	503-74-023
Austin Ranch, LLC	503-74-024
Austin Ranch, LLC	503-74-025A
Austin Ranch, LLC	503-74-001Q
Austin Ranch, LLC	503-74-001P
Austin Ranch, LLC	503-74-001N
Austin Ranch, LLC	503-74-005R
Austin Ranch, LLC	503-74-005T

Austin Ranch, LLC

 Alan Hamberlin

Authorized Signature

Managing Member

Title

DARCOR GENERAL NOTES

A. LOCATIONS INDICATED FOR EXISTING UNDERGROUND UTILITIES ARE BASED ON DRAWINGS PROVIDED TO US BY THE CIVIL ENGINEER AT TIME OF DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND OBSTRUCTIONS AND UTILITIES ENCOUNTERED DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING BLUE-STAKE AND POT-HOLING TO VERIFY ALL EXISTING UNDERGROUND OBSTRUCTIONS.

B. DARCOR & ASSOCIATES INC., ITS OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO PROPERTY CAUSED BY OTHERS DURING OR RESULTING FROM CONSTRUCTION OF THIS PROJECT.

C. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.

D. THE CONTRACTOR SHALL PROVIDE THE CITY WITH ACCURATE AS-BUILT INFORMATION INCLUDING FIELD MEASUREMENTS TO ELECTRICAL EQUIPMENT AND UNDERGROUND CONDUIT ROUTING.

E. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE CONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.

F. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED DURING CONSTRUCTION, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

G. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITION WITH CONFORMANCE TO MAG SPECIFICATION SECTION 107.9.

THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS (TYPICALLY THE 41 WATT / 4,800 LUMEN AND THE 88 WATT / 8,500 LUMEN FIXTURES) ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID).

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

ENSURE THERE IS A 1' CLEARANCE FROM THE EDGE OF THE SIDEWALK TO FACE OF THE POLE.

CITY OF SURPRISE
GENERAL ENGINEERING NOTES

- ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
- THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.
- THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
- THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
- THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
- ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
- THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
- NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
- ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-6000.
- TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
- PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
- EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
- THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

FS20-435

STREET LIGHTING PLANS
FOR
NORTH COPPER CANYON
PARCEL 3.2

A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 2
WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEVELOPER

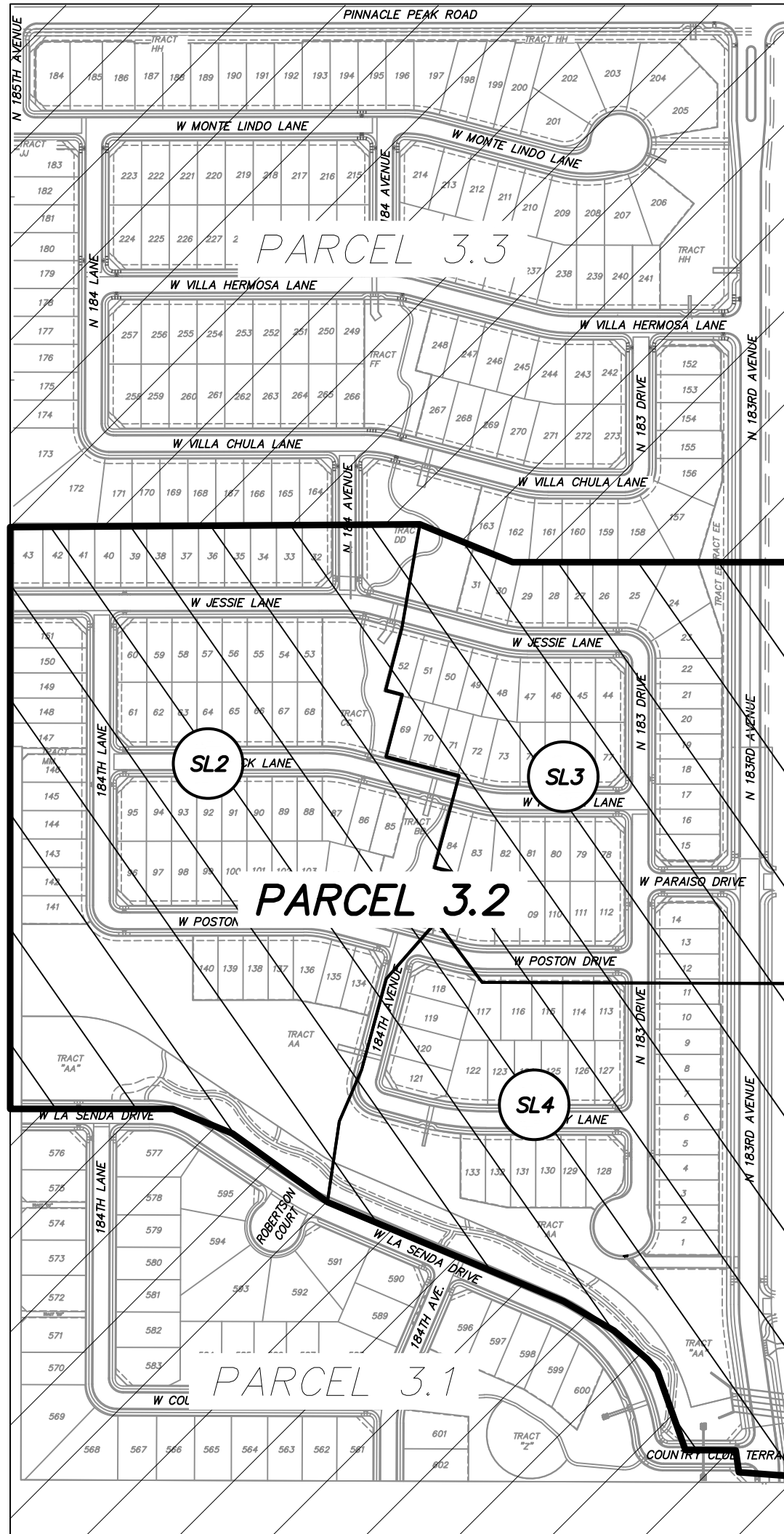
COURTLAND HOMES, INC. C/O
HUNN DEVELOPMENT COMPANY
2390 E CAMELBACK RD. SUITE 130
PHOENIX, AZ 85016
PHONE: (623) 640-8960
CONTACT: DUANE HUNN

CIVIL ENGINEER

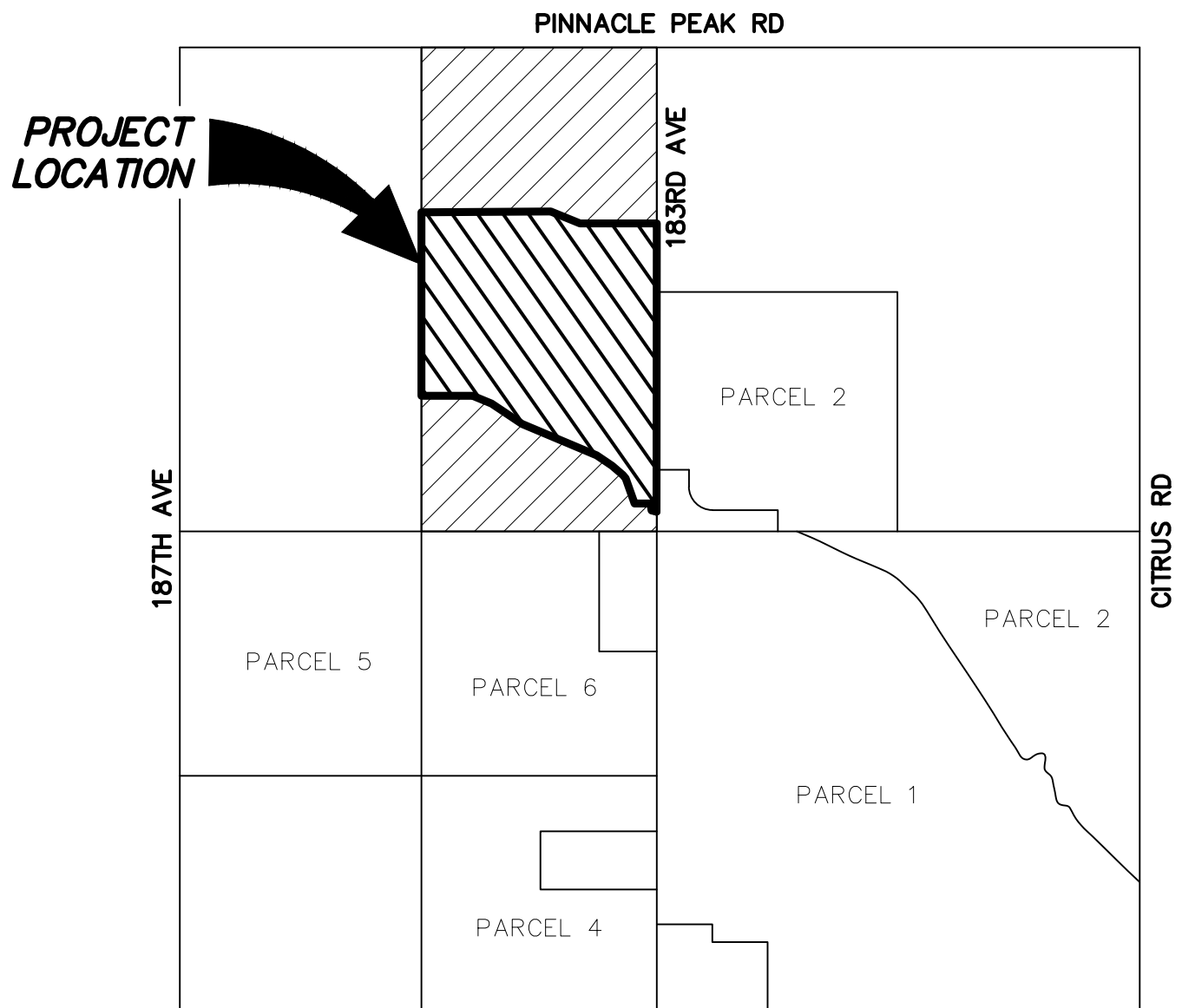
TERRASCAPE CONSULTING
645 E. MISSOURI AVE, STE 160
PHOENIX, AZ 85012
PHN: (602) 297-8732
CONTACT: PIM VAN DER GIESSEN, P.E.

ELECTRICAL ENGINEER

DARCOR & ASSOCIATES
7600 N. 16TH STREET, STE 212
PHOENIX, AZ 85020
PHONE: (602) 795-2699
CONTACT: DARWIN REYNOLDS, P.E.



KEY MAP
NTS



VICINITY MAP
NTS

SHEET INDEX

SHEET	DESCRIPTION
SL1	STREET LIGHTING COVER SHEET
SL2	STREET LIGHTING LAYOUT - I
SL3	STREET LIGHTING LAYOUT - II
SL4	STREET LIGHTING LAYOUT - III
SL5	STREET LIGHTING DETAILS
P1	ROADWAY PHOTOMETRIC CALCULATIONS

LEGEND & QUANTITIES LIST

QUANTITY	SYMBOL	DESCRIPTION
7		88W LED (8,500 LUMENS) STREET LIGHT
33		41W LED (4,800 LUMENS) STREET LIGHT

FS20-435

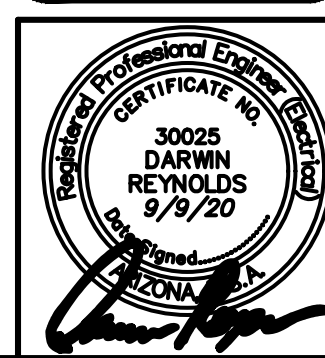
SLID # su-AustinRanchWest

CITY OF SURPRISE SIGNATURE BLOCK

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

APPROVED _____
CITY OF SURPRISE ENGINEER

DATE



DARCOR ELECTRICAL CONSULTING ENGINEERS 7600 N. 16TH ST. SUITE 212 PHOENIX, AZ 85020 PH: (602) 795-2699 WWW.DARCORINC.COM			
PROJECT TITLE NORTH COPPER CANYON PARCEL 3.2 SURPRISE, ARIZONA			
SHEET TITLE STREET LIGHTING COVER SHEET			
DATE SEPT 2020	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL1 PROJ No. 20008	SHEET 1 OF 6

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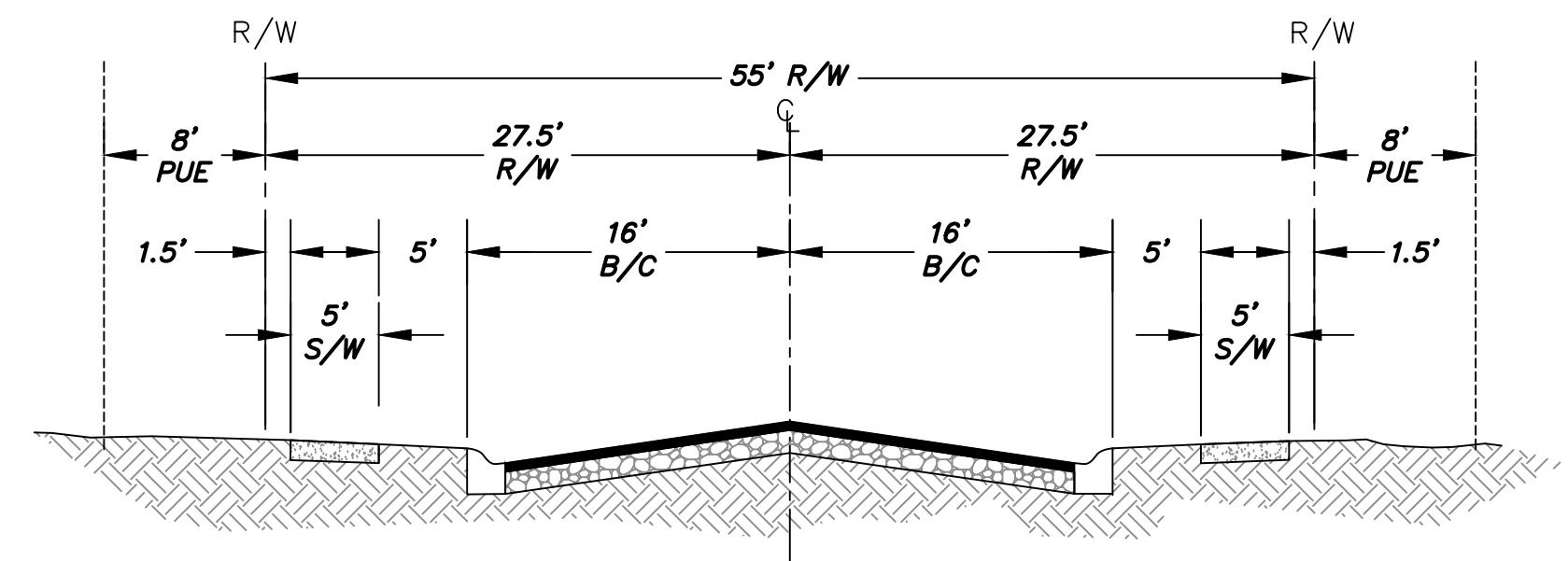
KEY NOTE

- ① INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL5.

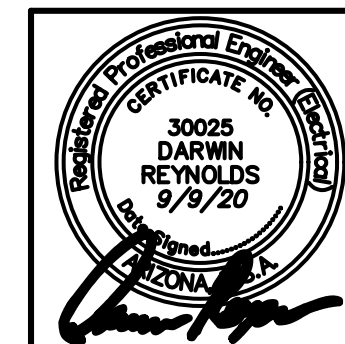
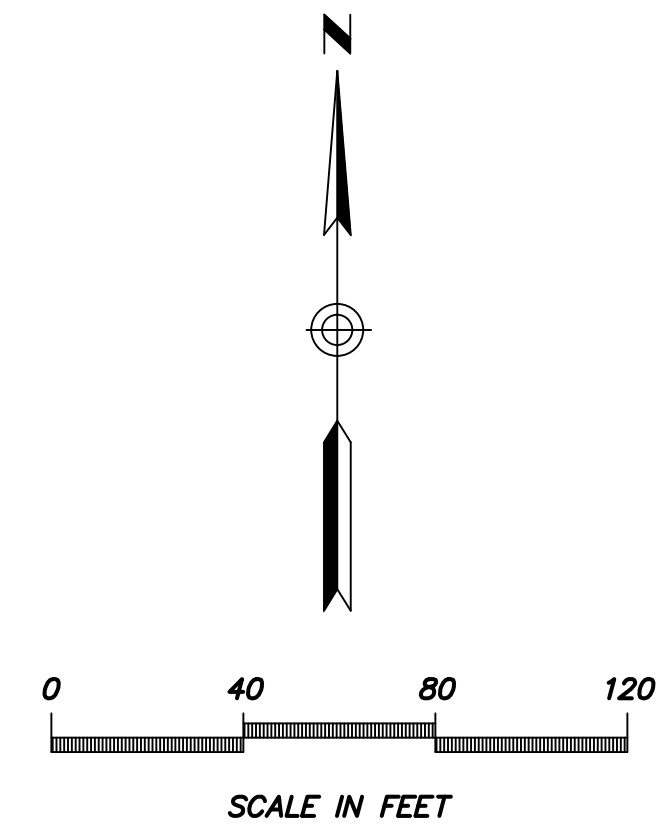
LEGEND

- COBRAHEAD STYLE LUMINAIRE (LOCAL - 41W)
- FIRE HYDRANT

NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS



TYPICAL LOCAL STREET SECTION
N.T.S.



DARCOR ELECTRICAL CONSULTING ENGINEERS 7600 N. 10TH ST. SUITE 212 PHOENIX, AZ 85020 PH: (602) 795-2699 WWW.DARCORINC.COM	
PROJECT TITLE NORTH COPPER CANYON PARCEL 3.2 SURPRISE, ARIZONA	
SHEET TITLE STREET LIGHTING LAYOUT - I	
DATE SEPT 2020	DESIGNED: RWB DRAWN: JG CHECKED: DAR
SCALE AS SHOWN	DWG No. SL2 PROJ No. 20008
SHEET 2 OF 6	

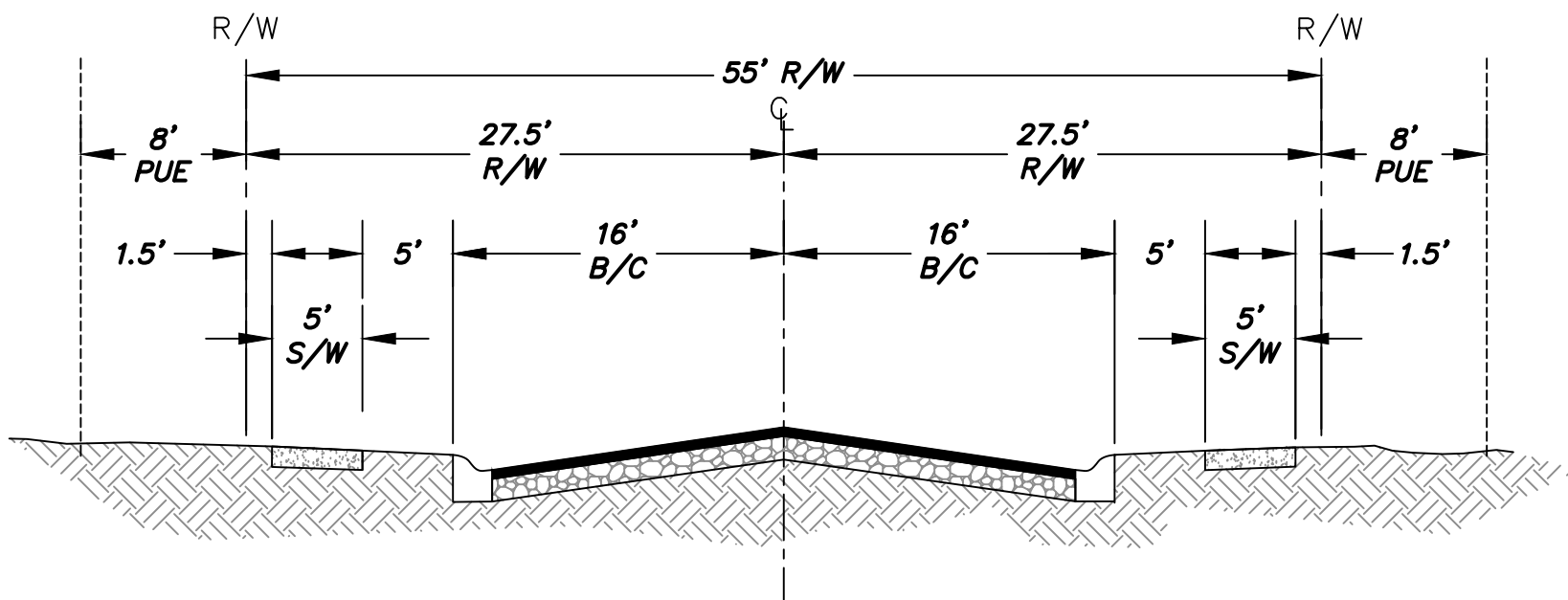
KEY NOTES

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- ② INSTALL 88W, 4000K LED (8,500 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 38'-0" DIRECT BURIED SQUARE STEEL POLE WITH A 4'-0" MAST ARM (31'-6" MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL5.

LEGEND

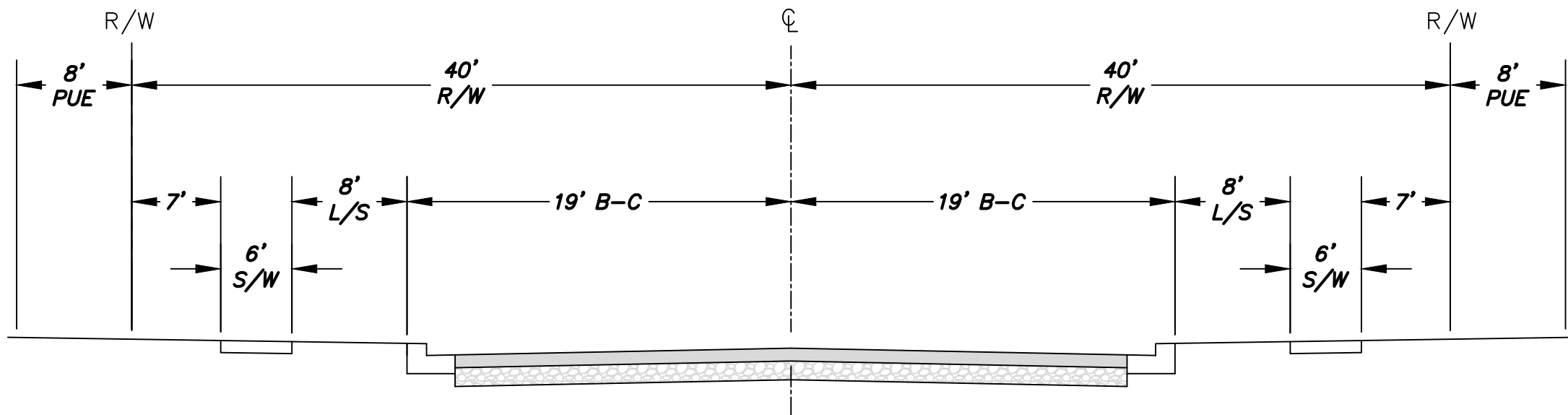
- COBRAHEAD STYLE LUMINAIRE (LOCAL - 41W)
- COBRAHEAD STYLE LUMINAIRE (COLLECTOR - 88W)
- ⊕ FIRE HYDRANT

NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS



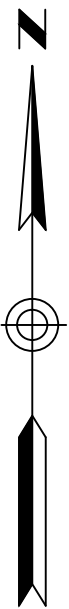
TYPICAL LOCAL STREET SECTION

N.T.S.



TYPICAL COLLECTOR ROAD (183RD AVENUE)

N.T.S.

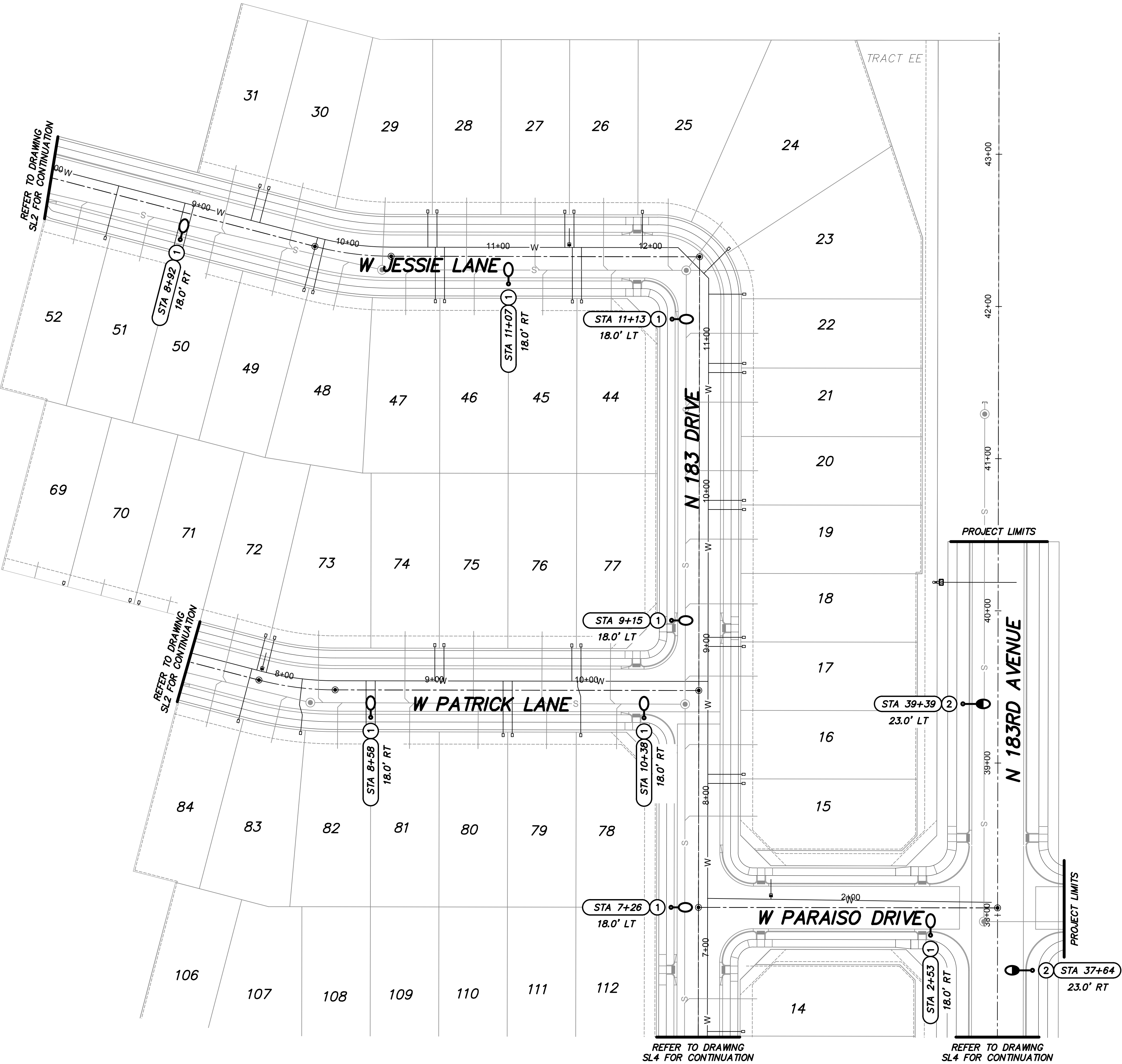


DARCOR
ELECTRICAL CONSULTING ENGINEERS
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WWW.DARCORINC.COM

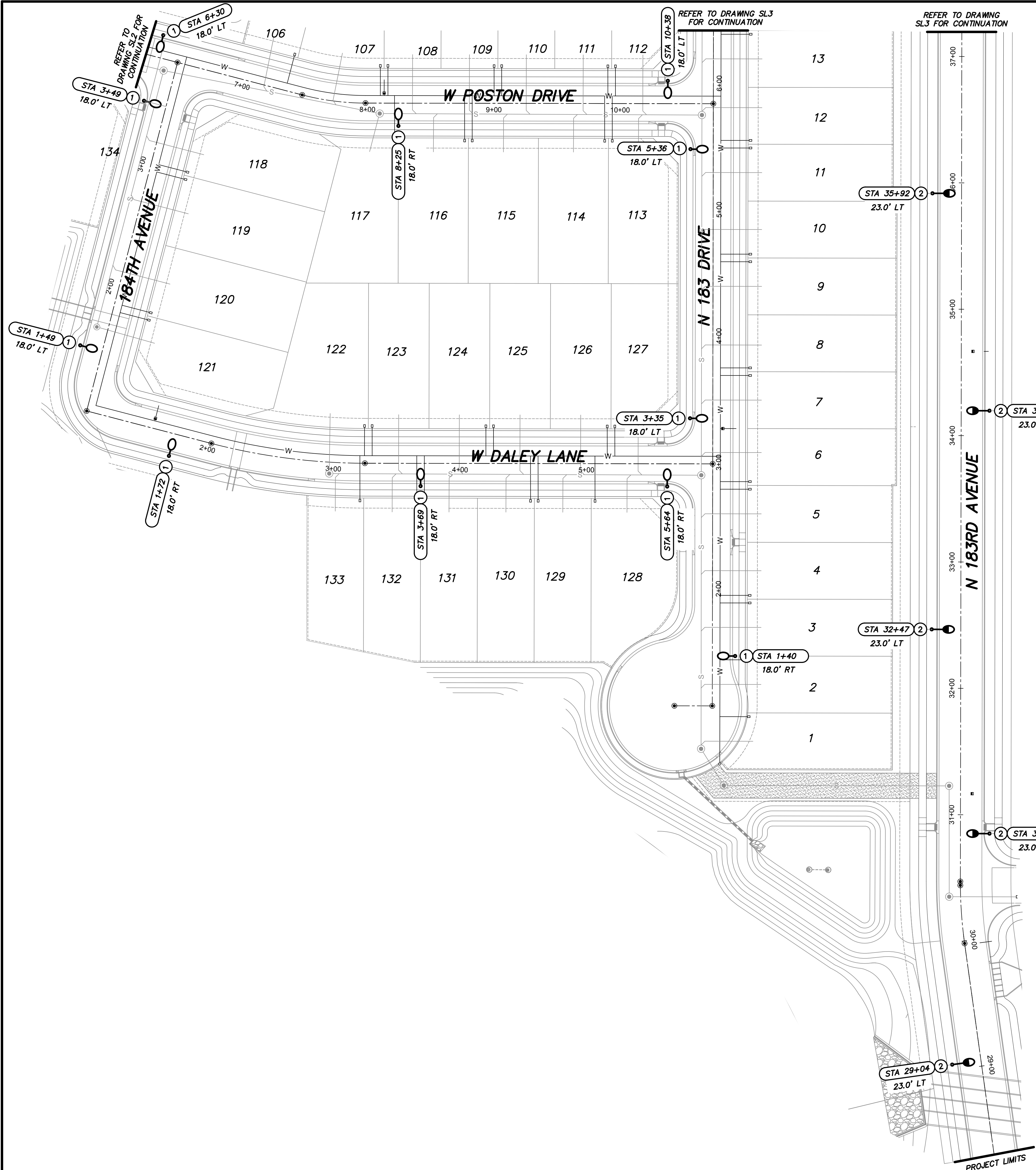
PROJECT TITLE
**NORTH COPPER CANYON PARCEL 3.2
SURPRISE, ARIZONA**

SHEET TITLE
STREET LIGHTING LAYOUT - II

DATE SEPT 2020	DESIGNED: RWB	DWG No. SL3	SHEET 3
SCALE AS SHOWN	DRAWN: JG	PROJ No. 20008	OF 6
	CHECKED: DAR		



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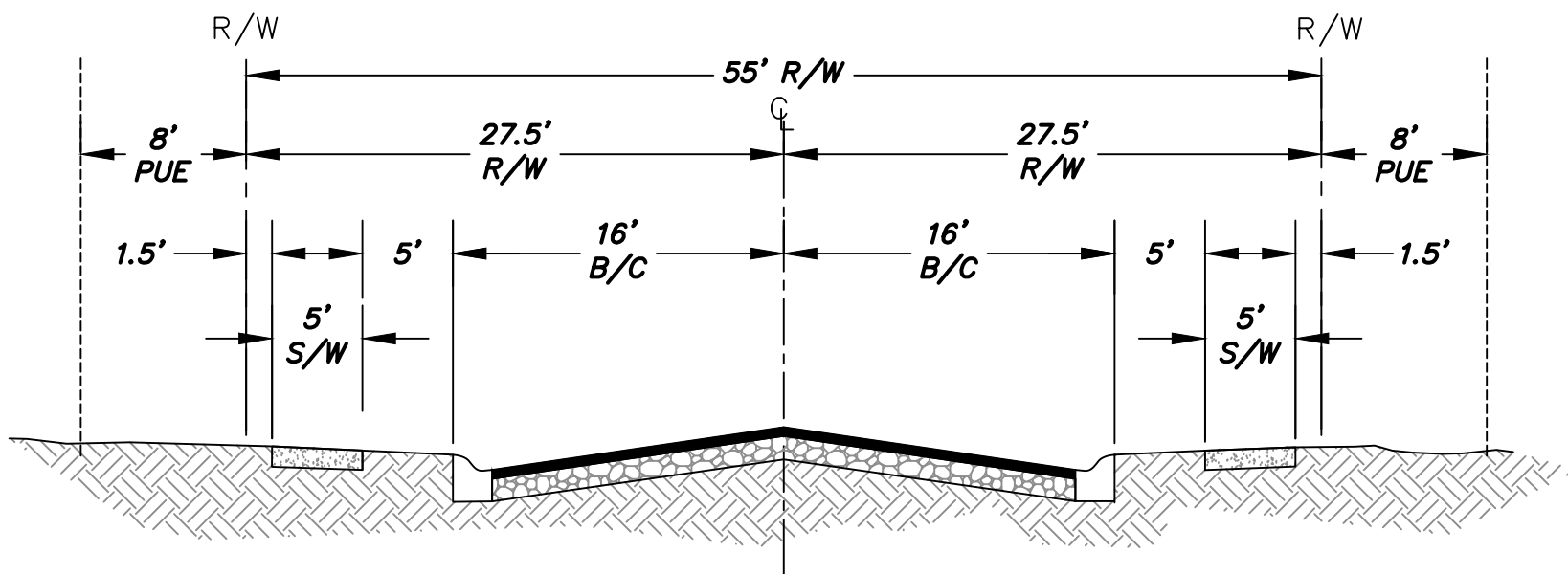
KEY NOTES

- 1 INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL3.
- 2 INSTALL 88W, 4000K LED (8,500 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 38'-0" DIRECT BURIED SQUARE STEEL POLE WITH A 4'-0" MAST ARM (31'-6" MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL5.

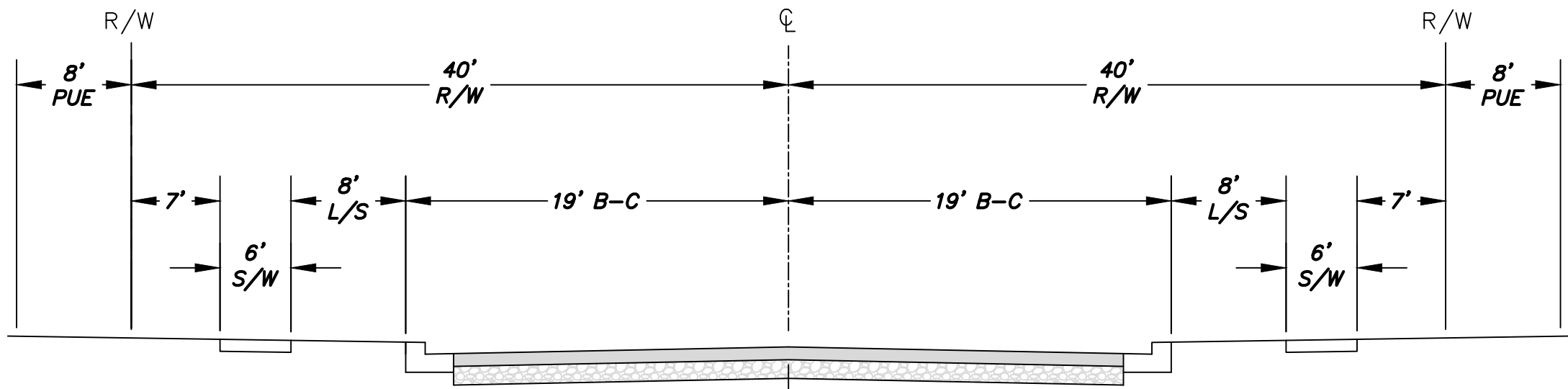
LEGEND

- COBRAHEAD STYLE LUMINAIRE (LOCAL - 41W)
- COBRAHEAD STYLE LUMINAIRE (COLLECTOR - 88W)
- FIRE HYDRANT

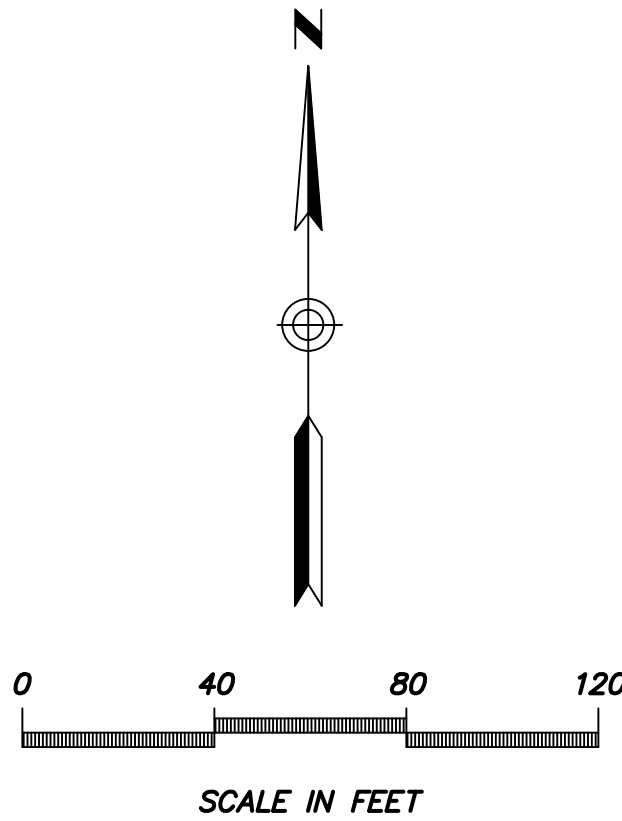
NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS



TYPICAL LOCAL STREET SECTION
N.T.S.



TYPICAL COLLECTOR ROAD
(183RD AVENUE)
N.T.S.



DARCOR
ELECTRICAL CONSULTING ENGINEERS
7600 N. 10TH ST.
SUITE 212
PHOENIX, AZ 85020
PH: (602) 795-2699
WWW.DARCORINC.COM

PROJECT TITLE
**NORTH COPPER CANYON PARCEL 3.2
SURPRISE, ARIZONA**

SHEET TITLE
STREET LIGHTING LAYOUT - III

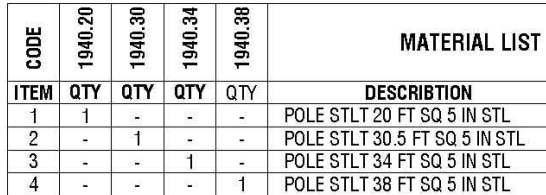
DATE SEPT 2020	DESIGNED: RWB	DWG No. SL4	SHEET 4
SCALE AS SHOWN	DRAWN: JG	PROJ No. 20008	OF 6
	CHECKED: DAR		

FS20-435



- | POLE CODE | POLE LENGHT | BURY DEPTH | POLE ABOVE GROUND | LUMINAIRE HEIGHT ABOVE GROUND | | | |
|-----------|-------------|------------|-------------------|-------------------------------|---------|---------|---------|
| | | | | 6IN ARM | 2FT ARM | 4FT ARM | 8FT ARM |
| 1940.20 | 20'-0" | 5'-0" | 15'-0" | 15'-0" | 15'-0" | 15'-0" | --- |
| 1940.30 | 30'-6" | 5'-0" | 25'-0" | 25'-0" | 25'-0" | 25'-0" | 33'-0" |
| 1940.34 | 34'-0" | 6'-0" | 28'-0" | 28'-0" | 28'-0" | 28'-0" | 39'-6" |
| 1940.36 | 36'-0" | 6'-8" | 31'-8" | 31'-8" | 31'-8" | 31'-8" | 39'-6" |

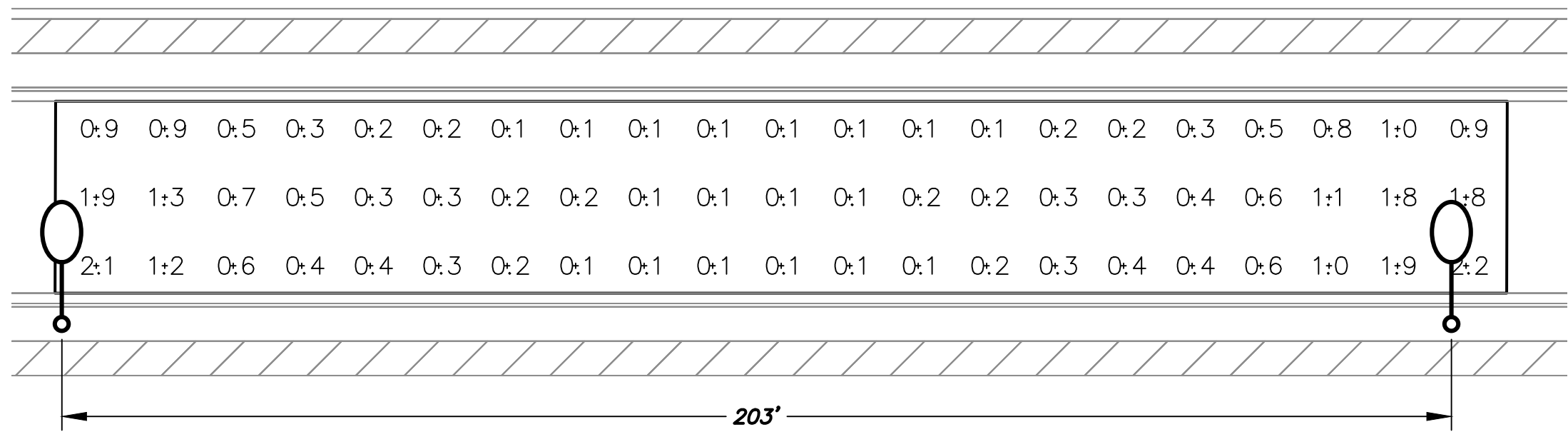
 ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY	SH 2 OF 8030
BY	MGR.	DIR.	DATE	REV.	
KLS	R. MCINNIS	R. SMITH	04/2010	0	

[illegible]

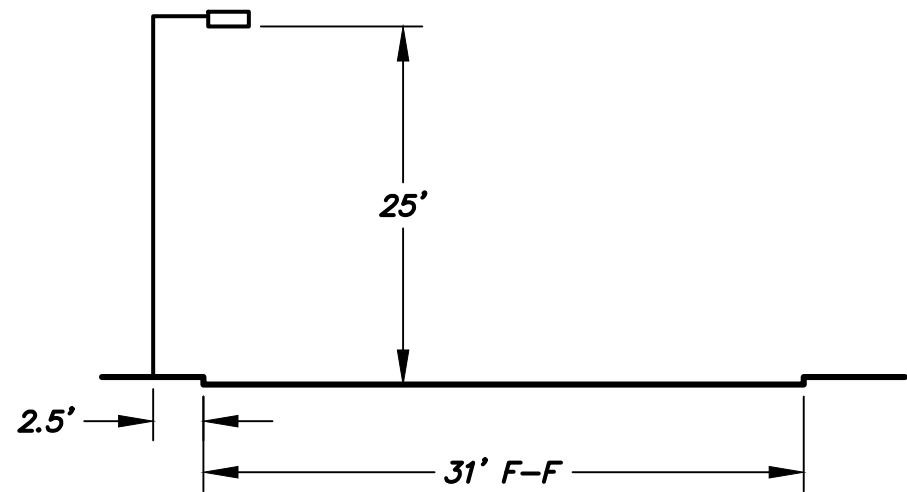
NOTE:
DETAILS ON THIS SHEET
HAVE BEEN PREPARED
AND PROVIDED BY APS

ROADWAY LOCAL	
63 points at z=0, sp 10ft by 10ft	
HORIZONTAL FOOTCANDLES	
Average	0.52
Maximum	2.20
Minimum	0.10
Avg: Min	5.20
Max: Min	22.0
Coef Var	1.07
UnifGrad	2.12

LOCAL	
CITY DESIGN CRITERIA	
AVG F/C:	0.5
AVG/MIN	6: 1

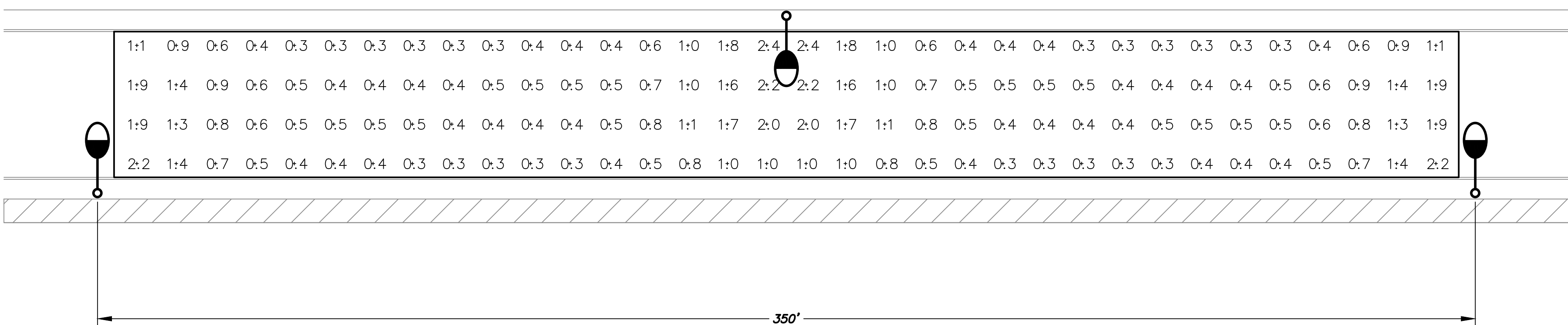


WORST CASE SPACING FOR 31' WIDE ROADWAY
(LOCAL) (41W) (25' H)

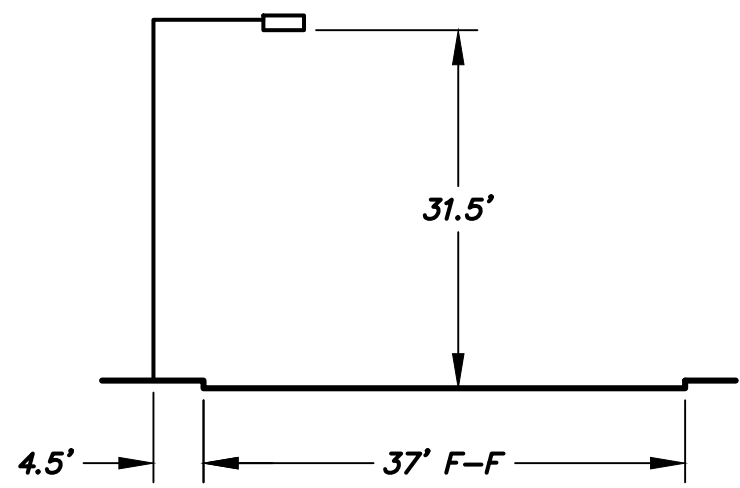


LUMINAIRE INPUT DATA
GE Lighting Solutions
lamp(s): LED
candela file 'ERL1_05E130-120-277V.IES'
1 lamp(s) per luminaire, 4,800 initial lumens per lamp
Light Loss Factor = 0.9, watts per luminaire = 41
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft

ROADWAY COLLECTOR	
163 points at z=0, sp 10ft by 10ft	
HORIZONTAL FOOTCANDLES	
Average	0.76
Maximum	2.40
Minimum	0.30
Avg: Min	2.53
Max: Min	8.00
Coef Var	0.72
UnifGrad	2.00



WORST CASE SPACING FOR 37' WIDE ROADWAY
(COLLECTOR) (88W) (31.5' H)



LUMINAIRE INPUT DATA
GE Lighting Solutions
lamp(s): LED
candela file 'ERL1_08E140-120-277V.IES'
1 lamp(s) per luminaire, 8,500 initial lumens per lamp
Light Loss Factor = 1.0, watts per luminaire = 88
Outreach (from mounting axis to photometric center)= 54 in
mounting height= 31.5 ft

APS APPROVED LED STREET LIGHTS

AS OF 3-15-18

APN	LIGHT CODE	LAMP	WATTS	LUMENS	CCT	COLOR	G.E. MODEL NUMBER	IES CURVE NUMBER
141047	RL41	LED	32	3,800	3000K	DK BRONZE	ERL1004B130ADKBZGRX	ERL1_04B130-120-277V.IES
141048	RL41	LED	41	4,800	3000K	DK BRONZE	ERL1005E130ADKBZGRX	ERL1_05E130-120-277V.IES
141049	RL42	LED	88	8,200	3000K	DK BRONZE	ERL1008E130ADKBZGRX	ERL1_08E130.IES
141050	RL43	LED	108	11,100	3000K	DK BRONZE	ERLH011E130ADKBZGRX	ERLH_11E130.IES
141040	CL50	LED	32	3,800	3000K	GRAY	ERL1004B130AGRAYGRX	ERL1_04B130-120-277V.IES
141041	CL51	LED	41	4,800	3000K	GRAY	ERL1005E130AGRAYGRX	ERL1_05E130-120-277V.IES
141043	CL52	LED	88	8,200	3000K	GRAY	ERL1008E130AGRAYGRX	ERL1_08E130.IES
141045	CL53	LED	108	11,100	3000K	GRAY	ERLH011E130AGRAYGRX	ERLH_11E130.IES
128251	RL50	LED	32	3,900	4000K	DK BRONZE	ERL1004B140ADKBZGRX	ERL1_04B140-120-277V.IES
126804	RL51	LED	41	5,000	4000K	DK BRONZE	ERL1005E140ADKBZGRX	ERL1_05E140-120-277V.IES
126805	RL52	LED	88	8,500	4000K	DK BRONZE	ERL1008E140ADKBZGRX	ERL1_08E140.IES
	RL53	LED	108	11,500	4000K	DK BRONZE	ERLH011E140ADKBZGRX	ERLH_11E140.IES
128329	CL60	LED	32	3,900	4000K	GRAY	ERL1004B140AGRAYGRX	ERL1_04B140-120-277V.IES
128330	CL61	LED	41	5,000	4000K	GRAY	ERL1005E140AGRAYGRX	ERL1_05E140-120-277V.IES
128331	CL62	LED	88	8,500	4000K	GRAY	ERL1008E140AGRAYGRX	ERL1_08E140.IES
128332	CL63	LED	108	11,500	4000K	GRAY	ERLH011E140AGRAYGRX	ERLH_11E140.IES

ALL PHOTOMETRIC CALCULATIONS ON THESE
PLANS REPRESENT ILLUMINANCE VALUES

DARCOR
ELECTRICAL CONSULTING ENGINEERS
7600 N. 10TH ST.
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PHOENIX, AZ 85020
PH: (602) 798-8899
WWW.DARCORINC.COM

PROJECT TITLE
**NORTH COPPER CANYON PARCEL 3.2
SURPRISE, ARIZONA**

SHEET TITLE
**ROADWAY PHOTOMETRIC
CALCULATIONS**

DATE SEPT 2020	DESIGNED: RWB	DWG No. P1	SHEET 6 OF 6
SCALE NONE	DRAWN: JG	PROJ No. 20008	
	CHECKED: DAR		

- A. LOCATIONS INDICATED FOR EXISTING UNDERGROUND UTILITIES ARE BASED ON DRAWINGS PROVIDED TO US BY THE CIVIL ENGINEER AT TIME OF DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND OBSTRUCTIONS AND UTILITIES ENCOUNTERED DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING BLUE-STAKE AND POT-HOLING TO VERIFY ALL EXISTING UNDERGROUND OBSTRUCTIONS.
- B. DARCOR & ASSOCIATES INC., ITS OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO PROPERTY CAUSED BY OTHERS DURING OR RESULTING FROM CONSTRUCTION OF THIS PROJECT.
- C. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
- D. THE CONTRACTOR SHALL PROVIDE THE CITY WITH ACCURATE AS-BUILT INFORMATION INCLUDING FIELD MEASUREMENTS TO ELECTRICAL EQUIPMENT AND UNDERGROUND CONDUIT ROUTING.
- E. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE CONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
- F. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED DURING CONSTRUCTION, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- G. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITION WITH CONFORMANCE TO MAG SPECIFICATION SECTION 107.9.

**ENSURE THERE IS A 1' CLEARANCE FROM THE EDGE OF THE SIDEWALK
TO FACE OF THE POLE.**

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER AREAS ARE REQUIRED APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-6000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

Diagram illustrating the layout of three parcels (3.1, 3.2, 3.3) and their surrounding roads:

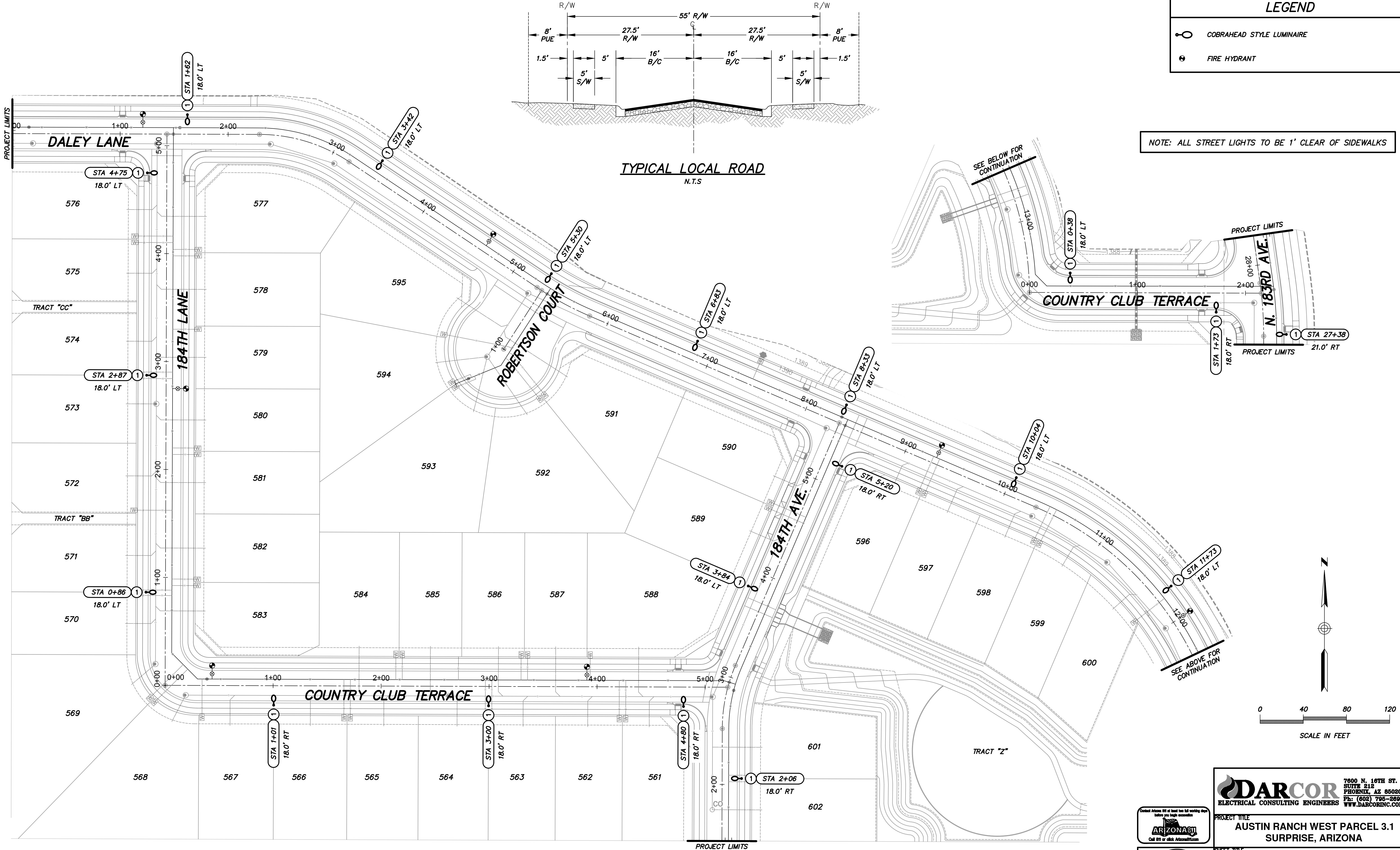
- Parcel 3.3** (Top)
- Parcel 3.2** (Middle)
- Parcel 3.1** (Bottom)
- Roads:** PINNACLE PEAK RD (Top), DEER VALLEY RD (Bottom), 183RD AVE (Right)
- Key Map** (Bottom Center)
- North Arrow** (Top Left)

DARCOR & ASSOCIATES
7600 N. 16TH STREET, STE 212
PHOENIX, AZ 85020
PHONE: (602) 795-2699
CONTACT: DARWIN REYNOLDS, P.E.

UTILITY CONFLICT COORDINATION			
UTILITY COMPANY	DATE SUBMITTED	DATE OF RESPONSE	CONTACT
APS	03/18/20 & 04/14/20	04/28/20	CCWCONTROLDESK@APSC.COM
AT&T	03/18/20	03/23/20	JOEF@FORKERTENGINEERING.COM
BEARDSLEY WATER COMPANY	03/18/20 & 04/14/20	04/16/20	MANAGEFNM365@AOL.COM
CENTURYLINK	03/18/20	04/08/20	AZREVIEW@CENTURYLINK.COM
COX COMMUNICATIONS	03/18/20	03/23/20	NATLCONSTRATRAFFICMGMTTEAM@COX.COM
SOUTHWEST GAS	03/18/20	04/20/20	MAILED 9 S. 43RD AVE, PHOENIX

		7600 N. 16TH ST. SUITE 212 PHOENIX, AZ 85020	
		Ph: (602) 795-2890 WWW.DARCORINC.COM	
PROJECT TITLE AUSTIN RANCH WEST PARCEL 3.1 SURPRISE, ARIZONA			
SHEET TITLE STREET LIGHTING COVER SHEET			
DATE	DESIGNED: RWB	DWG No.	SHEET
JUNE 2020	DRAWN: JG	SL1	1
SCALE	CHECKED: DAR	PROJ No.	OF
NONE		20008	4

Saved: Friday, June 12, 2020 10:35:33 AM File: 20008-P3-1-SL2.dwg Drafter: Benick



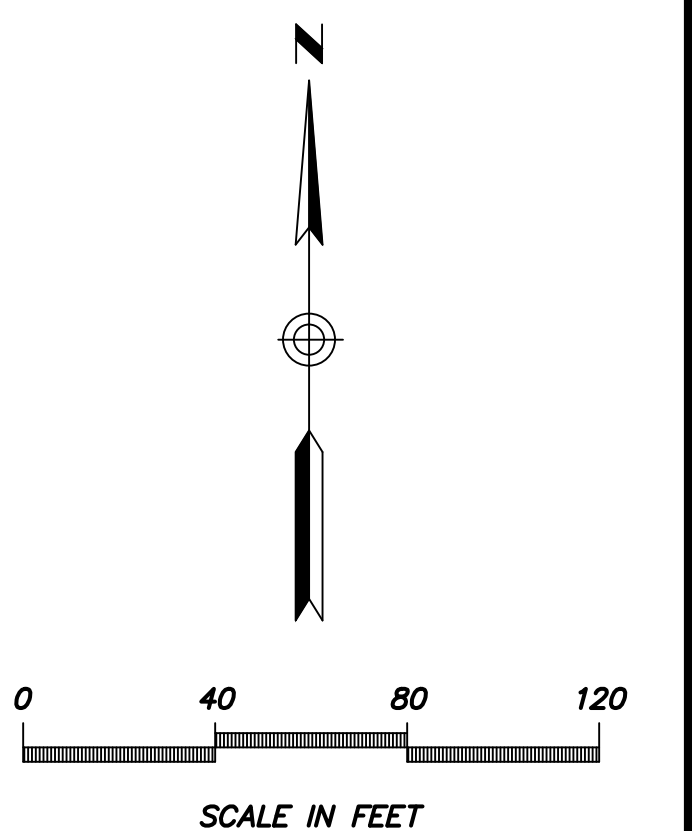
KEY NOTE

- ① INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL3.

LEGEND

- COBRAHEAD STYLE LUMINAIRE
- FIRE HYDRANT

NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS



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PROJECT TITLE
AUSTIN RANCH WEST PARCEL 3.1
SURPRISE, ARIZONA

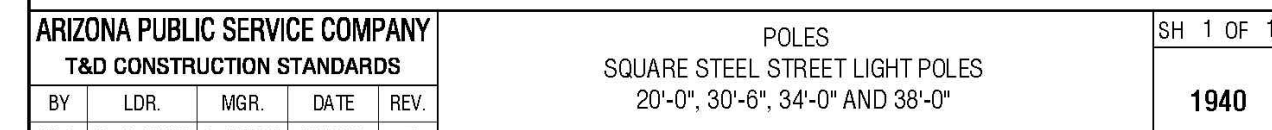
SHEET TITLE
STREET LIGHTING LAYOUT

DATE JUNE 2020	DESIGNED: RWB	DWG No. SL2	SHEET 2 OF 4
SCALE AS SHOWN	DRAWN: JG	PROJ No. 20008	
CHECKED: DAR			

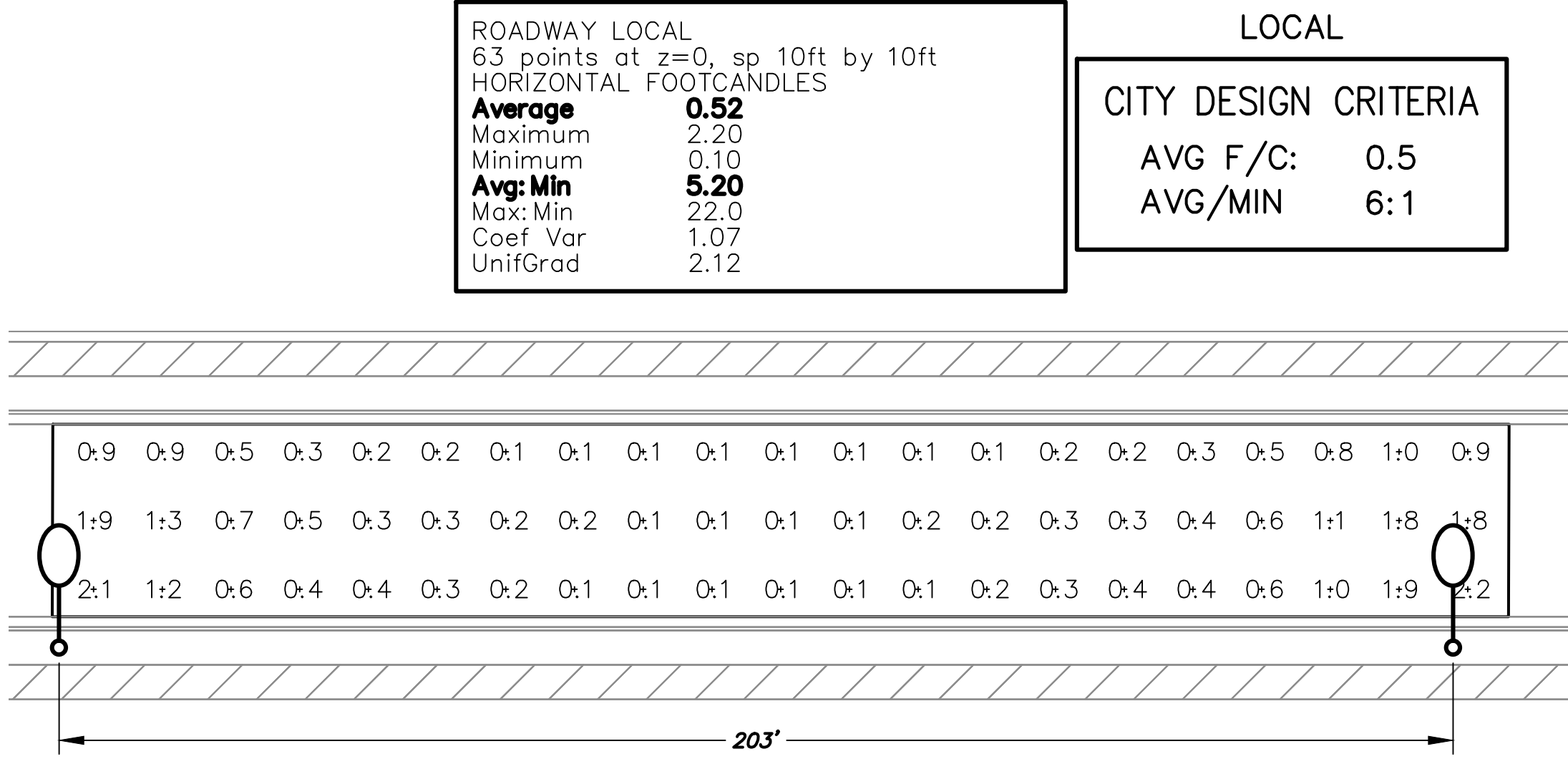


- | POLE
CODE | POLE
LENGHT | BURY
DEPTH | POLE
ABOVE
GROUND | LUMINAIRE HEIGHT ABOVE GROUND | | | |
|--------------|----------------|---------------|-------------------------|-------------------------------|---------|---------|---------|
| | | | | 6IN ARM | 2FT ARM | 4FT ARM | 8FT ARM |
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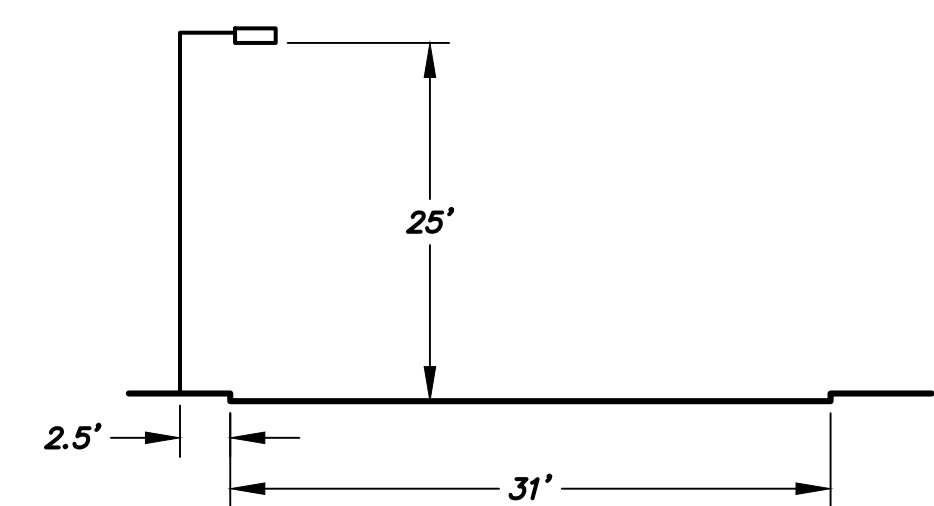
AFS ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS					LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY		SH 2 OF 8030
BY	MGR.	DIR.	DATE	REV.			
K.S.	R. MCKINLEY	R. SMITH	04/20/10	0			



Saved: Wednesday



WORST CASE SPACING FOR 31' WIDE ROADWAY
(LOCAL) (41W) (25' H)



LUMINAIRE INPUT DATA
GE Lighting Solutions
lamp(s): LED
candela file 'ERL1_05E130-120-277V.IES'
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AS OF 3-15-18								
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128251	RL50	LED	32	3,900	4000K	DK BRONZE	ERL1004B140ADKBZGRX	ERL1_04B140-120-277V.IES
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	RL53	LED	108	11,500	4000K	DK BRONZE	ERLH011E140ADKBZGRX	ERLH_11E140.IES
128329	CL60	LED	32	3,900	4000K	GRAY	ERL1004B140AGRAYGRX	ERL1_04B140-120-277V.IES
128330	CL61	LED	41	5,000	4000K	GRAY	ERL1005E140AGRAYGRX	ERL1_05E140-120-277V.IES
128331	CL62	LED	88	8,500	4000K	GRAY	ERL1008E140AGRAYGRX	ERL1_08E140.IES
128332	CL63	LED	108	11,500	4000K	GRAY	ERLH011E140AGRAYGRX	ERLH_11E140.IES

ALL PHOTOMETRIC CALCULATIONS ON THESE
PLANS REPRESENT ILLUMINANCE VALUES

Check Arizona EIT or EIT before you begin construction
Call 811 or click Arizona811.com

30025
DARWIN
REYNOLDS
6/12/20
Professional Engineer
Arizona

DARCOR

7600 N. 10TH ST.
SUITE 218
PHOENIX, AZ 85020
Ph: (602) 798-8899
WWW.DARCORINC.COM

PROJECT TITLE

AUSTIN RANCH WEST PARCEL 3.1
SURPRISE, ARIZONA

SHEET TITLE

ROADWAY PHOTOMETRIC
CALCULATIONS

DATE

JUNE 2020

DESIGNED:

RWB

DWG No.

P1

SCALE

NONE

CHECKED:

DAR

PROJ No.

20008

SHEET

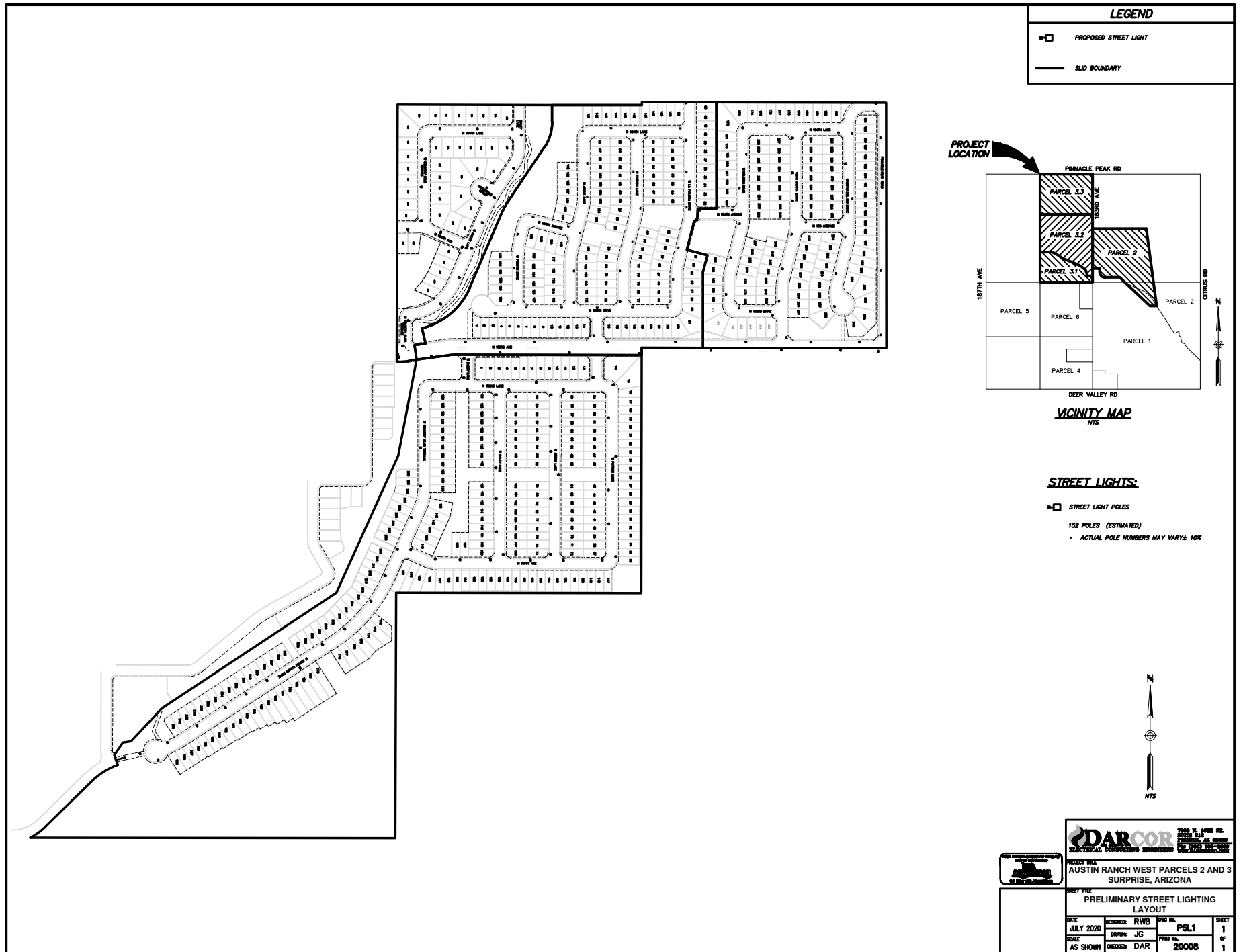
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OF

4

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FS15-105
Page 144 of 280





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 5, 2021
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Kristin Tytler
District: District 3

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

Agenda Wording:

Consideration and action pertaining to approval of the First Amendment to Reems Road and Channel Agreement; Resolution #2021-06.

Motion:

I move to approve Resolution #2021-06.

Background:

The Reems Road and Channel Agreement (original agreement) was approved in 2007 by Mayor and Council. Within the original agreement, the City was obligated to design and construct the Reems Channel, from Waddell Road to Cactus Road, and then maintain the channel until such time as the first certificate of occupancy was issued by City, within a portion of the SLR Property adjacent to the Reems Channel, whereupon SLR (or successor) would assume the obligation to maintain the Reems Channel.

The Fulton Property is adjacent to the Reems Channel, and by this Amendment, the parties (the City, Suburban Land Reserve, Inc. and Fulton Homes Corporation) desire to amend the original agreement to relieve City of its obligation to improve and maintain that portion of the Reems Channel adjacent to the Fulton Property. The City will ultimately convey fee simple title to Fulton and Fulton will assume the obligations to finance, design, construct, and then maintain the improvements to the Reems Channel adjacent to the Fulton Property. The City will still be obligated to complete the channel south of the Fulton Property, according to the original agreement.

Objective Analysis:

This item will relieve the City of its obligation to improve and maintain that portion of the Reems Channel adjacent to the Fulton Property.

Policy Compliant:

This item is policy compliant as it relates to the amendment and execution of development agreements.

Financial Impact:

With the acceptance of the First Amendment to Reems Road and Channel Agreement, the City will be relieved of the obligation to

design/construct the northern portion of the channel. The City is obligated to re-design the channel, between Sweetwater Avenue and Cactus Road. The FY2021 Capital Improvement Plan currently includes \$850,600 within Project P71310: Reems Road Flooding Cactus & Waddell in anticipation of this cost. There is no additional financial impact to the City.

Budget Impact:

Funding for Project P71310: Reems Road Flooding Cactus & Waddell is approved in the FY2021 Capital Improvement Plan in the amount of \$850,600. With the acceptance of the First Amendment to Reems Road and Channel Agreement, there are no additional budget impacts to the City.

FTE Impact:

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

ATTACHMENTS:

1. 01_Resolution 2021-06
 2. 02_2007-0636774 Reems Road and Channel Agreement
-

RESOLUTION # 2021-06

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE APPROVING THE FIRST AMENDMENT TO THE REEMS ROAD AND CHANNEL AGREEMENT BETWEEN THE CITY OF SURPRISE, SUBURBAN LAND RESERVE, INC., AND FULTON HOMES CORPORATION

WHEREAS, pursuant to Arizona Revised Statutes § 9-500.05, et seq., the City of Surprise has the authority to enter into development agreements and also amendments to development agreements;

WHEREAS, on May 31, 2007, the Mayor and Council of the City of Surprise approved the Reems Road and Channel Agreement (“Original Agreement”), which was subsequently recorded with the Office of the Maricopa County, Arizona Recorder as Document No. 2007-0636774 on June 1, 2007; and

WHEREAS, the City of Surprise and Suburban Land Reserve, Inc. (“SLR”), the parties to the Original Agreement, desire to amend the Original Agreement to transfer to Fulton Homes Corporation (“Fulton”) certain obligations of the City under the Original Agreement to improve and maintain the portion of the Reems Channel adjacent to certain property owned by SLR that is being sold by SLR to Fulton pursuant to a Real Property Purchase and Sale Agreement between SLR and Fulton (the “Fulton Property”); and

WHEREAS, the City, SLR, and Fulton all desire and agree to add Fulton as a party to the Original Agreement for this purpose.

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

Section 1. That the City of Surprise approves the First Amendment to the Reems Road and Channel Agreement attached hereto as ***Exhibit A*** and incorporated by reference.

Section 2. The Mayor is hereby authorized to execute the First Amendment to the Reems Road and Channel Agreement on behalf of the City of Surprise and to take all further actions necessary to implement that agreement.

SIGNATURES APPEAR ON NEXT PAGE

Exhibit A – First Amendment to Reems Road and Channel Agreement

After Recording Return To:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374

FIRST AMENDMENT TO REEMS ROAD AND CHANNEL AGREEMENT

This First Amendment to Reems Road and Channel Agreement (the “**Amendment**”) is entered into as of January __, 2021, by and between **Suburban Land Reserve, Inc.**, a Utah corporation (“**SLR**”), **Fulton Homes Corporation**, an Arizona corporation (“**Fulton**”), and the **City of Surprise**, an Arizona municipal corporation (“**City**”). SLR, Fulton and City collectively referred to herein as the “**Parties**”, or individually as the “**Party**”.

RECITALS:

A. SLR and City are parties to that certain Reems Road and Channel Agreement, dated May 31, 2007, and recorded on June 1, 2007 in the Official Records of the Maricopa County Recorded as Document No. 2007-0636774 (the “**Agreement**”).

B. SLR and Fulton are parties to that certain unrecorded Real Property Purchase and Sale Agreement, dated December 9, 2019 (the “**PSA**”), whereby Fulton has a contractual interest in, and plans to develop, a portion of the SLR Property that is subject to the Agreement. The portion of the SLR Property to be acquired by Fulton is located on Reems Road between Waddell Road and Sweetwater Avenue, as legally described on the attached **Exhibit “A”** and depicted on the attached **Exhibit “B”**, which is incorporated herein by reference (the “**Fulton Property**”).

C. As of the date of this Amendment, certain duties and obligations of SLR and City outlined in the Agreement have been satisfied, and the outstanding obligations outlined therein require amendment and modification. Additionally, certain outstanding obligations therein will now be assumed by Fulton.

D. Specifically, pursuant to the Agreement, SLR conveyed to City the fee simple title to a defined drainage right-of-way (the “**Reems Channel**”) along Reems Road from Waddell Road to Cactus Road, and City was obligated to design and construct the Reems Channel and then maintain the Reems Channel until such time as the first certificate of occupancy was issued by City within a portion of the SLR Property adjacent to the Reems Channel, whereupon SLR would assume the obligation to maintain the Reems Channel.

E. The Fulton Property is adjacent to the Reems Channel, and by this Amendment, the parties desire to amend the Agreement to relieve City of its obligation to improve and maintain that portion of the Reems Channel adjacent to the Fulton Property by having City convey fee simple title to Fulton, and for Fulton to assume the obligations to finance, design, construct, and

then maintain the improvements to the Reems Channel adjacent to the Fulton Property as required by the Agreement.

F. The Parties therefore desire to amend the Agreement in accordance with the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Defined Terms.** Capitalized terms used, but not specifically defined herein, shall have the meanings given them under the Agreement.

2. **Reems Channel from Waddell to Cactus.** The Reems Channel from Waddell to Cactus as defined in the Agreement is hereby further separated into two sections; (i) the portion between Waddell Road and Sweetwater Avenue (the “**Reems Channel from Waddell to Sweetwater**”), and (ii) the portion between Sweetwater Avenue and Cactus Road (the “**Reems Channel from Sweetwater to Cactus**”).

3. **SLR’s Duties and Obligations.** The Parties hereby agree and acknowledge that as of the date of this Amendment, SLR has fully satisfied its duties and obligations outlined in Sections 2.a through 2.g of the Agreement. Sections 2.h and 2.i, which outline SLR’s outstanding obligations, are hereby deleted in their entirety and replaced with the following:

“h. Assume the maintenance obligations of the Reems Channel from Sweetwater to Cactus, including keeping the box culverts within the Reems Channel from Sweetwater to Cactus free of weeds and debris, upon the issuance of the first certificate of occupancy by City within a portion of the SLR Property adjacent to the Reems Channel from Sweetwater to Cactus.”

“i. Review and approve the design plans for the Reems Channel and the Waddell Box Culvert Channel Extension (hereafter defined) within thirty (30) days following the receipt from City and/or Fulton of the design plans. Failure of SLR to respond within the thirty (30) day period shall be deemed approval of the plans.”

4. **City’s Duties and Obligations.** The Parties hereby agree and acknowledge that as of the date of this Amendment, City has fully satisfied its duties and obligations outlined in Sections 3.a, d, f, g and h. Sections 3.b, c, e, and i, which outline City’s outstanding obligations, are hereby deleted in their entirety and replaced with the following:

“b. Within ten (10) days of the date of this Amendment, provide to Fulton and SLR an as-built drawing of the completed box culvert at Waddell Road. Review and approve Fulton’s design plans for the shotcrete outlet and channel extension immediately south of the box culvert at Waddell Road required to establish alignment with the future Channel and an interim

daylight for the box culvert improvements (the “**Waddell Box Culvert Channel Extension**”) within thirty (30) days of receipt of same from Fulton.”

- “c. Within six (6) months of the date of this Amendment, finance, construct and install the Waddell Box Culvert Channel Extension in accordance with the design plans for same prepared by Fulton and approved by City and SLR, including any resulting utility relocations, roadway repairs, irrigation relocations and temporary facilities, and any other items affected by the installation of the Waddell Box Culvert Channel Extension.”
- “e. Within six (6) months of City’s receipt of as-built drawings of Fulton’s completed Channel improvements contemplated in Section 5.c below, provide to SLR a copy of the City’s design plans for the Reems Channel from Sweetwater to Cactus and delay starting the construction of same for a period of thirty (30) days following the delivery of the plans to SLR in order to allow SLR time to review and approve the plans. The design of the Reems Channel from Sweetwater to Cactus shall accommodate the flow rates established by Maricopa County in the Loop 303/White Tanks ADMPU and accommodate the future box culverts to be located within the Reems Channel from Sweetwater to Cactus, as depicted in the Prasada Master Street Plans, including the box culvert at Cactus Road. The final location of such box culverts shall be approved by SLR. Within two (2) years of City’s receipt of as-built drawings of Fulton’s completed Channel improvements contemplated in Section 5.c below, finance, construct and install the Reems Channel from Sweetwater to Cactus.”
- “i. Within sixty (60) days of City’s receipt of a written request from Fulton, but only following the conveyance of property from SLR to Fulton pursuant to the PSA, convey to Fulton via quit claim deed, fee simple title to that portion of the eighty feet (80’) of right-of-way previously dedicated to the City by SLR (via Document No. 2008-0525864) for the Reems Channel from Waddell to Sweetwater, as legally described on the attached **Exhibit “C”** and depicted on the attached **Exhibit “D”**, which is incorporated herein by reference. Maintain the structural box culverts within the Reems Channel from Waddell to Cactus, including any shotcrete portions of such box culverts’ outlets. Maintain the Reems Channel from Waddell to Sweetwater until the earlier of; (i) completion of the property conveyances to Fulton referenced in this Section 3.i, or (ii) issuance of a grading permit by the City to Fulton for the Channel improvements contemplated in Section 5.c below. Maintain the Reems Channel from Sweetwater to Cactus until such time the first certificate of occupancy has been issued by City within a portion of the SLR Property adjacent to the Reems Channel from Sweetwater to Cactus comprising APN 501-40-003J.”

5. **Fulton's Duties and Obligations.** Fulton is hereby made a Party to the Agreement and agrees to do the following:

- a. Review the as-built drawing of the completed box culvert at Waddell Road provided by City pursuant to Section 3.b above. Within thirty (30) days of receipt of such as-built drawing, provide to City and SLR design plans for the Waddell Box Culvert Channel Extension. Failure of Fulton to respond within the thirty (30) day period shall be deemed a forfeiture of Fulton's right to provide the City design plans for the Waddell Box Culvert Channel Extension.
- b. Finance and design the Reems Channel from Waddell to Sweetwater, including the box culvert at Sweetwater Avenue.
- c. Finance, construct and install the Reems Channel from the termination of the City's Waddell Box Culvert Channel Extension improvements to Sweetwater Avenue, including the box culvert at Sweetwater Avenue, within twelve (12) months of conveyance of the property from SLR to Fulton pursuant to the PSA.
- d. Finance, design, construct and install landscaping within the Reems Channel from Waddell to Sweetwater.
- e. Assume the maintenance obligations of the Reems Channel from Waddell to Sweetwater, including keeping the box culverts within the Reems Channel from Waddell to Sweetwater free of weeds and debris, upon completion of the property conveyances outlined in Section 4.i above.

6. **Notices and Filings.** Section 5.2 is hereby deleted in its entirety and replaced with the following:

"5.2 **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 or sent by certified United States Mail, postage pre-paid, return receipt requested if to:

SLR: Suburban Land Reserve, Inc.
Attn: Danny Owen
51 S. Main Street, Suite 301
Salt Lake City, UT 84111
owend@slreserve.com

With Copy to: Kirton McConkie
Attn: Jessica Rancie
50 E. South Temple, Suite 400
Salt Lake City, UT 84111
jrancie@kmclaw.com

Fulton: Fulton Homes Corporation
Attn: Norman L. Nicholls
9140 S. Kyrene Road, Suite 202
Tempe, AZ 85284
nnicholls@fultonhomes.com

With Copy to: Rose Law Group pc
Attn: Chris Webb
7144 E. Stetson Drive, Suite 300
Scottsdale, AZ 85251
cwebb@roselawgroup.com

City: City of Surprise
Attn: City Engineer
16000 N. Civic Center Plaza
Surprise, AZ 85374

With Copy to: City of Surprise
Attn: City Attorney
16000 N. Civic Center Plaza
Surprise, AZ 85374

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 direct to any 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.”

7. **Effective Date of Amendment.** This Amendment shall become effective upon completion of all of the following; (i) its execution by the Parties, (ii) recordation of a special warranty deed by SLR conveying title to the SLR Property adjacent to the Reems Channel from Waddell to Sweetwater to Fulton, and (iii) its recordation in the official records of the Maricopa County Recorder. Except as expressly modified herein, the Agreement is unmodified, is hereby ratified and affirmed, and will remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Agreement and the terms of this Amendment, the provisions of this Amendment will govern and control the rights and obligations of the Parties.

8. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument. This Amendment may be executed and delivered by one Party to the other by facsimile or e-mail (PDF) transmission, and counterparts executed and delivered in such manner shall be fully binding and enforceable to the same effect as if an original had been executed and delivered instead.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth above.

SLR:

Suburban Land Reserve, Inc., a Utah corporation

By: _____

Its: _____

STATE OF _____)

) ss.

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of Suburban Land Reserve, Inc., a Utah corporation.

Notary Public

My Commission Expires:

Fulton:

Fulton Homes Corporation, an Arizona corporation

By: _____

Its: _____

STATE OF _____)
) ss.

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of Fulton Homes Corporation, an Arizona corporation.

Notary Public

My Commission Expires:

City:

City of Surprise, an Arizona municipal corporation

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTESTED:

By: _____

City Clerk

STATE OF _____)

) ss.

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of the City of Surprise, an Arizona municipal corporation.

Notary Public

My Commission Expires:

Exhibit “A”
(Legal Description of the Fulton Property)



**Legal Description
Fulton Homes - Prasada
Net Boundary**

Job No. 19-0751

May 7, 2020

A portion of the Northeast Quarter of Section 18, Township 3 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap flush found at the Northwest corner of said Section 18, from which a brass cap in hand hole found at the Northeast corner of said Section 18 bears South 89 degrees 05 minutes 13 seconds East (Basis of Bearing), 4790.61 feet;

thence along the north line of the Northwest quarter of said Section 18, South 89 degrees 05 minutes 44 seconds East, 2152.92 feet, to the calculated position for the North quarter corner of said Section 18;

thence along the north line of said Northeast quarter of Section 18, South 89 degrees 04 minutes 48 seconds East, 659.46 feet;

thence South 0 degrees 06 minutes 49 seconds West, 68.51 feet to a line 68.50 feet south of and parallel with said north line of the Northeast quarter of Section 18 and to the POINT OF BEGINNING;

thence along said parallel line, South 89 degrees 04 minutes 48 seconds East, 590.58 feet;

thence South 44 degrees 04 minutes 48 seconds East, 46.08 feet, to a line 101.08 feet south of and parallel with said north line of the Northeast quarter of Section 18;

thence along said parallel line, South 89 degrees 04 minutes 48 seconds East, 70.00 feet;

thence North 45 degrees 55 minutes 12 seconds East, 46.47 feet;

thence North 89 degrees 52 minutes 43 seconds East, 651.36 feet;

thence South 0 degrees 55 minutes 12 seconds West, 8.62 feet, to a line 65.00 feet south of and parallel with said north line of the Northeast quarter of Section 18;

EPS Group, Inc. • 1130 N. Alma School Rd, Suite 120 • Mesa, AZ 85201

Tel (480) 503-2250 • Fax (480) 503-2258

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thence along said parallel line, South 89 degrees 04 minutes 48 seconds East, 453.41 feet, to a line 147.50 feet west of and parallel with the east line of said Northeast quarter of Section 18;

thence along said parallel line, South 0 degrees 06 minutes 06 seconds West, 2576.12 feet, to the south line of said Northeast quarter of Section 18;

thence along said south line of the Northeast quarter of Section 18, North 89 degrees 00 minutes 58 seconds West, 1831.29 feet;

thence North 0 degrees 06 minutes 49 seconds East, 2570.57 feet to the POINT OF BEGINNING.

Contains 4,710,382 square feet or 108.1355 acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

This description shown hereon is not to be used to violate subdivision regulations of the state, county and/or municipality, or any other land division restrictions.



**Exhibit “B”
(Depiction of the Fulton Property)**

May 07, 2020 11:08am S:\Projects\2019\19-0751\Legal Survey\Legals\19-0751 Prasada Bndy.dwg

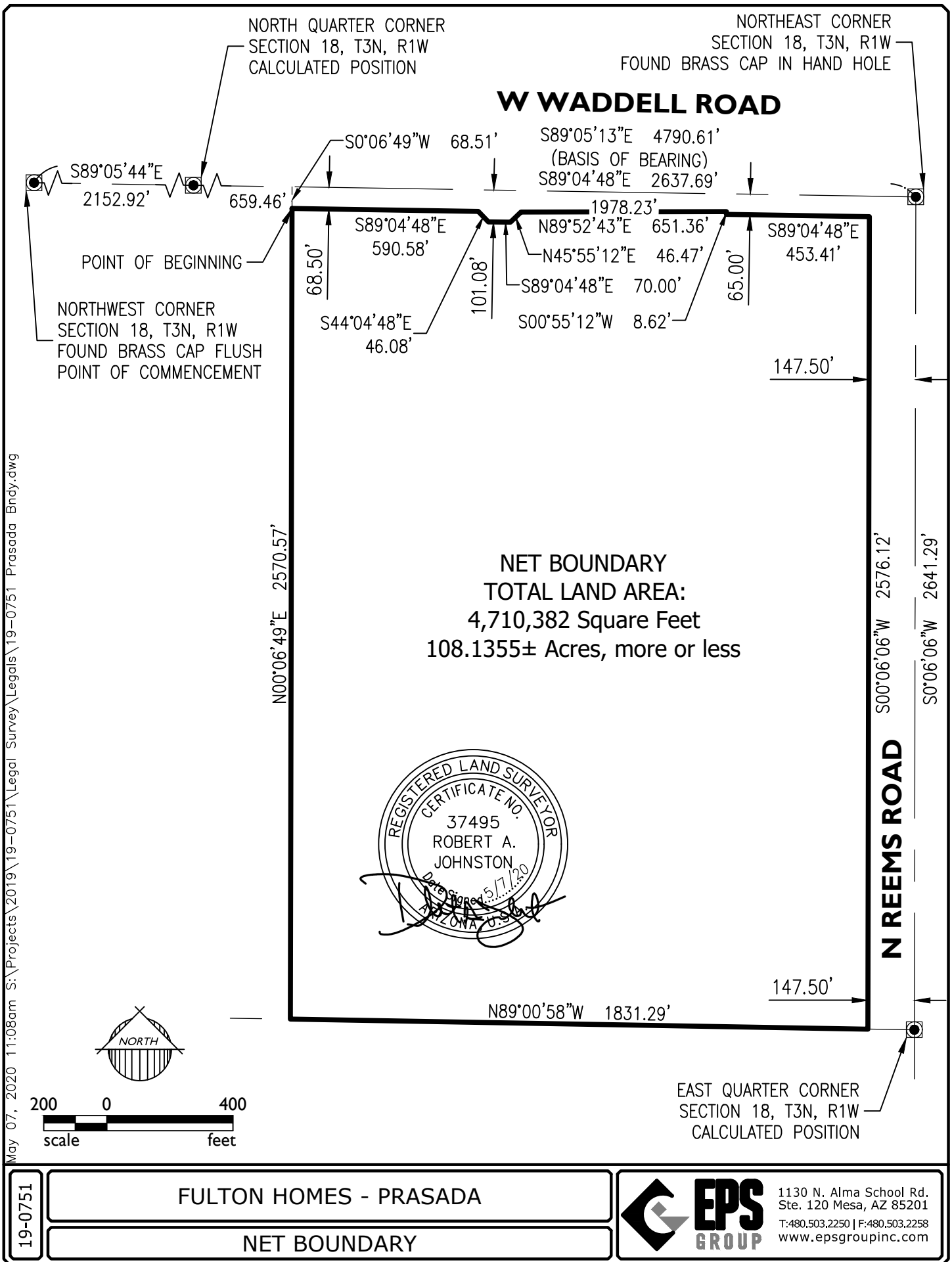


Exhibit “C”
(Legal Description of the Reems Channel from Waddell to Sweetwater)



**Legal Description
REEMS ROAD – WADDELL ROAD TO SWEETWATER AVENUE
DRAINAGE RIGHT-OF-WAY**

Job No. 19-0751

October 16, 2020

A portion of the Northeast Quarter of Section 18, Township 3 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in hand hole at the Northeast Corner of said Section 18, from which an aluminum cap at the East Quarter corner of said Section 18 bears South 0 degrees 06 minutes 06 seconds West (Basis of Bearing), 2641.29 feet;

Thence along the north line of said Northeast Quarter of Section 18, North 89 degrees 04 minutes 48 seconds West, 146.59 feet;

thence South 0 degrees 55 minutes 12 seconds West, 65.00 feet to a line 65.00 feet south of and parallel with said north line of the Northeast Quarter of Section 18, and to the POINT OF BEGINNING;

thence along said parallel line, South 89 degrees 04 minutes 48 seconds East, 80.01 feet, to a line 67.50 feet west of and parallel with the east line of said Northeast Quarter of Section 18;

thence along said parallel line, South 0 degrees 06 minutes 06 seconds West, 2576.21 feet, to the east-west mid-section line of said Section 18;

thence along said east-west mid-section line of Section 18, North 89 degrees 00 minutes 58 seconds West, 80.01 feet, to a line 147.50 feet west of and parallel with said east line of the Northeast Quarter of Section 18;

thence along said parallel line, North 0 degrees 06 minutes 06 seconds East, 2576.12 feet to the POINT OF BEGINNING.

Contains 206,093 square feet or 4.7312 acres, more or less, and being subject to any easements, restrictions and/or rights-of-way of record or otherwise.

This description shown hereon is not to be used to violate subdivision regulations of the state, county and/or municipality or any other land division restrictions.



Exhibit “D”
(Depiction of the Reems Channel from Waddell to Sweetwater)

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APPROVED AND ADOPTED this ____ day of January 2021.

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

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brownj

With a copy to:
Paul E. Gilbert
Beus Gilbert, PLLC
4800 N. Scottsdale Road
Suite 6000
Scottsdale, AZ 85251

REEMS ROAD AND CHANNEL AGREEMENT

THIS REEMS ROAD AND CHANNEL AGREEMENT ("**Agreement**") is entered into by and between **Suburban Land Reserve, Inc.**, a Utah corporation ("**SLR**"), and the **City of Surprise**, an Arizona municipal corporation ("**City**"). SLR and City are collectively referred to herein as the "**Parties**," or individually as the "**Party**."

RECITALS:

A. City has entered into an intergovernmental agreement (the "**IGA**") with the Flood Control District of Maricopa County ("**FCD**") addressing the Reems Road Channel (the "**Channel**").

B. Pursuant to the terms of the IGA, FCD is responsible for the portion of the Channel south of Peoria Avenue and City is responsible for the portion of the Channel north of Peoria Avenue.

C. SLR controls the property along the west side of Reems Road between Waddell Road and Cactus Road (the "**SLR Property**").

D. The SLR Property contains the only portion of the Channel north of Peoria Avenue that hasn't been constructed and installed (the "**Reems Channel from Waddell to Cactus**").

E. In order to comply with the terms of the IGA and to address regional drainage issues within the City, City desires to complete the Channel north of Peoria Avenue.

F. City also believes that completing Reems Road between Waddell Road and Cactus Road would improve transportation within the City.

G. City has funds budgeted for general road and rights-of-way improvements.

H. City has elected to use the funds within the general road and rights-of-way improvements budget to design, construct and install the Reems Road ½ street improvements adjacent to the SLR Property and the Reems Channel from Waddell to Cactus.

I. SLR has submitted conceptual design plans for the roads associated with the Prasada project, including Reems Road between Waddell Road and Cactus Road (the “**Prasada Master Street Plans**”), and the City has reviewed and approved the Prasada Master Street Plans.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this Agreement, the Parties state, confirm and agree as follows:

1. **Purpose.** The purpose of this Agreement is to delineate the responsibilities of the Parties regarding Reems Road and the Reems Channel from Waddell to Cactus.

2. **SLR’s Duties and Obligations.** SLR agrees to do the following:

- a. Dedicate to City fee simple title to sixty-seven and one-half feet (67 ½’) of right-of-way along the entire eastern boundary of the SLR Property for Reems Road, to accommodate the Prasada Master Street Plans.
- b. Dedicate to City fee simple title to sixty-five feet (65’) of right-of-way along the southern boundary of the SLR Property for Cactus Road for three Hundred Feet (300’) west of the Reems Road Monument Line.
- c. Dedicate to City fee simple title to an additional eighty feet (80’) of right-of-way along the entire eastern boundary of the SLR Property for the Reems Channel from Waddell to Cactus with the exception of the following:

An additional section, triangular in shape, measuring one hundred and ten feet (110’) from the new right-of-way at the southern boundary of the SLR Property west of Reems Road Monument Line to a point eighty feet (80’) west of the new right-of-way and four hundred and thirty five feet (435’) north of the new right-of-way along the eastern boundary of the SLR Property.
- d. Provide the City with adequate temporary construction easements to grade the relocated tailwater ditches along the inside boundary of the east right-of-way adjacent to the channel in addition to regarding the tailwater sump located in the northwest corner of Reems Road and Cactus Road. The temporary construction easements will terminate upon completion of the said grading.
- e. Dedicate to City fee simple title to additional right-of-way adjacent to Cactus Road and Waddell Road to allow the City to construct the intersection improvements to Cactus Road and Waddell Road. The amount of right-of-way shall be the amount as required to accommodate the Prasada Master Street Plans.
- f. Make all fee-title dedications within thirty (30) days following the receipt of the completed design plans for Reems Road and the Reems Channel from Waddell to Cactus.

- g. Ensure that the fee-title dedications are made to City without any restrictions, free and clear of all liens and encumbrances, utilizing the quit-claim deed form attached hereto as Exhibit A.
- h. Assume the maintenance obligations of the Reems Channel from Waddell to Cactus, including all box culverts between Waddell Road and Cactus Road upon the issuance of the first certificate of occupancy by City within a portion of the SLR Property adjacent to the Reems Channel from Waddell to Cactus.
- i. Review and approve the design plans for Reems Road and the Reems Channel from Waddell to Cactus within thirty (30) days following the receipt from City of the design plans. Failure of SLR to respond within the thirty (30) day period shall be deemed approval of the plans.

3. **City's Duties and Obligations.** City agrees to do the following:

- a. Finance, design, construct and install the ½ street improvements for the west half of Reems Road from Waddell Road to Cactus Road. City shall ensure that Reems Road is designed in accordance with the Prasada Master Street Plans
- b. Finance, design, construct and install the Reems Channel from Waddell to Cactus. The design of the Reems Channel from Waddell to Cactus shall accommodate the future box culverts to be located within the Reems Channel from Waddell to Cactus, as depicted in the Prasada Master Street Plans.
- c. Finance, design, construct and install the box culverts at Waddell Road and Cactus Road.
- d. Finance, design, construct and install the intersection improvements to Cactus Road and Reems Road.
- e. Maintain the Reems Channel from Waddell to Cactus, including all box culverts between Waddell Road and Cactus Road until such time the first certificate of occupancy has been issued by City within a portion of the SLR Property adjacent to the Reems Channel from Waddell to Cactus.
- f. Relocate the farming ditches currently located within the property being dedicated to City inside the SLR Property, in accordance with the direction of SLR.
- g. Relocate the farming sump and sand screen currently located at the NWC of Reems Road and Cactus Road inside the SLR Property, in accordance with the direction of SLR.
- h. Coordinate with SLR regarding the installation of utilities.
- i. Provide to SLR a copy of the design plans for both Reems Road and the Reems Channel from Waddell to Cactus within thirty (30) days following the completion of the design plans, and delay starting the construction of either for a period of thirty (30) days following the delivery of the plans to SLR in order to allow SLR time to review and approve the plans.

4. **Compensation for Obligations.** The obligations of each Party contained within this Agreement shall be at no cost to the other Party. SLR agrees not to seek compensation from City for the property it is dedicating to City for Reems Road, Cactus Road or the Reems Channel from Waddell to Cactus, and City agrees neither to seek compensation from SLR for the improvements designed, constructed and installed by City pursuant to this Agreement nor to seek reimbursement from any person developing the SLR Property for the improvements designed, constructed and installed by City pursuant to this Agreement.

5. **General Provisions.**

5.1. **Term.** This Agreement shall become effective on the date the last Party executes this Agreement and shall automatically terminate upon the completion of the duties and obligations of each Party; provided, however, City's agreement not to seek reimbursement for designing, constructing and installing the Reems Channel from Waddell to Cactus shall survive the termination of this Agreement.

5.2. **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 or sent by certified United States Mail, postage pre-paid, return receipt requested if to:

SLR: Suburban Land Reserve, Inc.
Attn: G. Scott Dean
5 Triad Center
Suite 325
Salt Lake City, UT 84180

With Copy to: Beus Gilbert PLLC
Attn: Paul Gilbert
4800 N. Scottsdale Road
Suite 6000
Scottsdale, AZ 85251

City : City of Surprise
Attn: City Engineer
12425 W. Bell Road
Suite D-100
Surprise, AZ 85374

With Copy to: City of Surprise
Attn: City Attorney
12425 W. Bell Road
Suite D-100
Surprise, AZ 85374

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.

5.3. Default. Failure or unreasonable delay by any Party to perform or otherwise act in accordance with any term or provision hereunder shall constitute a breach of this 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 Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or to comply with any term or provision hereunder, 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. In the event of default by either Party, the non-defaulting shall be entitled to exercise any remedy available to it under law or in equity, including the right to cancel this Agreement.

5.4. 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 nonbonding 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 Maricopa County, 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 any Party shall be free to initiate litigation subsequent to the moratorium.

5.5. Choice of Law, Venue and Attorneys' Fees. Any dispute, controversy, claim or cause of action arising out of or related to this 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. Neither Party shall be entitled to recover any of its attorneys' fees nor other costs from the 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.

5.6. 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 Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such individual is signing.

5.7. Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their successors in interest and assigns.

5.8. Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the Parties. No term or provision of this 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.

5.9. 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 Agreement. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

5.10. 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 Agreement.

5.11. Fair Interpretation. The Parties have been represented by counsel in the negotiation and drafting of this Agreement and this 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 Agreement.

5.12. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

5.13. Counterparts. This 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.

5.14. Computation of Time. In computing any period of time under this 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 Agreement shall be deemed to expire at 5:00 p.m. (Arizona time) on the last day of the applicable time period provided herein.

5.15. Entire Agreement. This Agreement, together with the following Exhibits attached hereto and incorporated herein by this reference constitutes the entire agreement between the Parties.

(a) Exhibit A: Quit-Claim Deed Form.

All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written are superseded by and merged in this Agreement.

5.16. Time. Time is of the essence of this Agreement and with respect to the performance required by each Party.

5.17. Conflict of Interest. This Agreement is subject to the terms of ARS § 38-511.

5.18. Recordation. This 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s)

written below.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

CITY:

CITY OF SURPRISE, an Arizona municipal corporation

By: Joan H. Shafer
Joan Shafer, MayorDate: 5-31-07

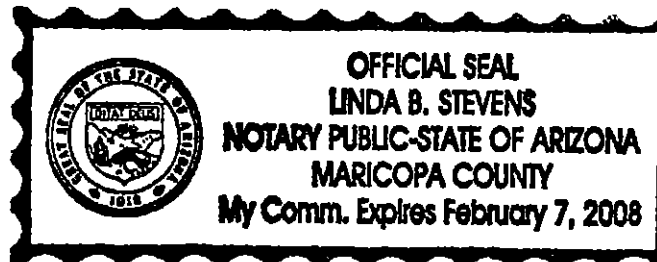
APPROVED AS TO FORM:

By: Michael Bailey
Michael Bailey, City Attorney

ATTESTED:

By: Linda Stevens for
Sherry Ann Aguilar, City ClerkSTATE OF ARIZONA)
) ss.
County of Maricopa)Subscribed and sworn to before me this 31 day of May, 2007, by Joan Shafer, the Mayor of CITY OF SURPRISE, an Arizona municipal corporation.Linda B. Stevens
Notary Public

My commission expires:

Feb. 7, 2008

SLR:

SUBURBAN LAND RESERVE, INC., a Utah corporation

By: *Mark B. Gibbons*
 Mark B. Gibbons - President
 Date: *MAY 25. 2007* *BKG*

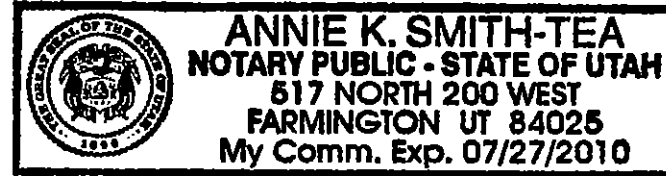
UTAH
 STATE OF ~~ARIZONA~~)
Salt Lake) ss.
 County of ~~Maricopa~~)

Subscribed and sworn to before me this *25th* day of *May*, 200*7*, by *Mark B. Gibbons*, the *president* of SUBURBAN LAND RESERVE, INC., a Utah corporation.

Annie K. Smith-Tea
 Notary Public

My commission expires:

07/27/2010



**REEMS ROAD AND CHANNEL AGREEMENT
ACCEPTANCE AND CONSENT TO AGREEMENT RUNNING WITH THE LAND**

PROPERTY RESERVE ARIZONA, L.L.C., an Arizona Limited liability company as owner of fee title to the SLR Property described in the Reems Road and Channel Agreement, entered into by and between the **City of Surprise**, an Arizona municipal corporation and **Suburban Land Reserve, Inc.**, a Utah corporation, to which this document is attached, does hereby acknowledge, accept and consent to the Reems Road and Channel Agreement immediately attaching to and running with the SLR Property, and that the development of the SLR Property shall be subject to and in accordance with the Reems Road and Channel Agreement.

Property Reserves Arizona, L.L.C.
5 Triad Center, Suite 650
Salt Lake City, UT 84180
Attn: Mark B. Gibbons
Fax Number: 801.240.5881

Dated as of May, 25, 2007.

PROPERTY RESERVE ARIZONA, L.L.C., an Arizona limited liability company

By: [Signature]
Mark B. Gibbons, Manager

Date: May 25, 2007

UTAH
STATE OF ~~ARIZONA~~)
Salt Lake) ss.
County of ~~Maricopa~~)

The foregoing instrument was acknowledged before me this 25th day of May, 2007, by Mark B. Gibbons, the Manager of PROPERTY RESERVE ARIZONA, L.L.C., an Arizona limited liability company

[Signature]
Notary Public

My commission expires:

07/27/2010

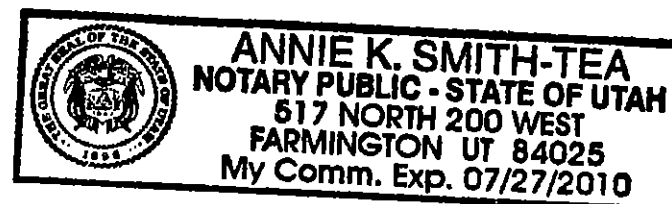


EXHIBIT A**Quit-Claim Deed Form**

WHEN RECORDED RETURN TO:

City Clerk
 City of Surprise, Arizona
 12425 W. Bell Road
 Suite D-100
 Surprise, AZ 85374

Exempt from filing an
 affidavit of legal value
 A.R.S. §11-1134(A)(3)

QUIT CLAIM DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Suburban Land Reserve, Inc., a Utah corporation, ("Grantor") does hereby quitclaim to the City of Surprise, an Arizona municipal corporation, all of Grantor's right, title, and interest in the real property as legally described and depicted in Exhibit A.

Dated this _____ day of _____, 200__

GRANTOR

By _____
 Its _____

STATE OF ARIZONA)
)ss.
 County of Maricopa)

This instrument was acknowledged and executed before me this _____ day of _____ 200__, by _____, the _____ for Suburban Land Reserve, Inc., a Utah corporation

 NOTARY PUBLIC

My Commission Expires:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 5, 2021
Submitting Department: Police
Staff Recommendations: None

Contact Person:
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 in the amount of \$15,000 within the Grants Fund and authorizing acceptance of a grant award from U.S. Department of Justice (DOJ), U.S. Marshals Service, to cover overtime expenses associated with the participation of one Surprise Police Officer in the Joint Law Enforcement Operations (JLEO) Task Force from October 1, 2020 to September 30, 2021. Resolution #2021-09.

Motion:

I move to approve Resolution # 2021-09.

Background:

The Surprise Police Department will receive \$15,000 in overtime funding from the U.S. Department of Justice, U.S. Marshals Service to cover overtime expenses associated with the participation of one Surprise Police Officer in the Joint Law Enforcement Operations (JLEO) Task Force from October 1, 2020 to September 30, 2021.

Objective Analysis:

Acceptance of this funding will provide reimbursement of overtime expenses for one Surprise Police Officer's participation in the activities of the JLEO task force. The one negative to obtaining any grant funding is the employee time spent in overseeing the grant and making regular reports back to the grantor.

Policy Compliant:

This action is consistent with City and Council Policy. The City regularly partners with other government entities when it is beneficial to do so.

Financial Impact:

This one-time funding is to be used solely for overtime incurred as a result of participation in the JLEO Task Force and shall not include the officer's regular salary or any employee related expenses (ERE's) such as retirement, FICA or other expenses. There is no city-match requirement.

Budget Impact:

The FY2021 adopted budget did not include appropriations for revenue and expenses related to the U.S.

Marshals JLEO grant award to the Police Department. Acceptance of this grant will require a reallocation of \$15,000 within the Grants Fund from Contingency to Project G31363. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. USM-607 - Surprise PD
 2. Resolution 2020-09 US Marshals Service OT IGA (Final)
-

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: M-21-D08-O-000076

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Surprise Police Department

and

District of Arizona (08)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

10/01/2020 to 09/30/2021

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2021	D08	AFF-B-OP	JLEOTFS4	25205 - TFO Overtime	\$15,000.00

Total Obligation Amount: \$15,000.00

SECTION 5: DESCRIPTION OF OBLIGATION

Task Force overtime funding for Surprise Police Department in the amount of \$15,000.00 for services rendered between October 1, 2020 through September 30, 2021. Funds are to be used solely for Overtime and shall not include any supplemental benefit costs such as retirement, FICA, and other expenses.

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

STATE/LOCAL CONTACT:

Name: Tom Smith, Asst. Chief

Phone: 928-329-5591

E-mail: thomas.smith6@usdoj.gov

Name: Teresa Butterbredt

Phone: 623-222-1847

E-mail: Teresa.Butterbredt@surpriseaz.gov

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: ROBERT MCCALL

Digitally signed by ROBERT MCCALL
Date: 2020.12.07 11:07:28 -0700

Date: 12/7/2020

Robert McCall - Sup. Program Support Specialist

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: THOMAS SMITH

Digitally signed by THOMAS SMITH
Date: 2020.12.07 14:18:21 -0700

Date: 12/7/2020

Thomas Smith - ACDUSM

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. 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 the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement:

Signature: _____ Date: _____

Agency Representative

FORM USM-607 INSTRUCTIONS

The Joint Law Enforcement Operations Task Force Obligation Document is designed to provide district and regional fugitive task forces with one standard obligating form to record new obligations in UFMS. To adjust funding in an existing obligation, please refer to Form USM-607A, Joint Law Enforcement Operations Task Force Modification Document. Funding in support of the JLEO mission is pursuant to the existing Memorandum of Understanding (MOU) between the USMS and the JLEO participant. Reimbursements are subject to the availability of funds and contingent upon the submission of proper documentation. Please note that overtime reimbursements require the submission of agency invoices and supporting documentation on a quarterly basis.

In the event that the USMS will use a payment method OTHER than reimbursement directly to the state or local agency, additional guidance will be provided by USMS Headquarters. The district or RFTF office is responsible for communicating payment procedures to their partnering agencies. All payments are made via Electronic Funds Transfer (EFT) through the U.S. Department of Treasury.

SECTION 1: Obligation Number

- A. Enter UFMS Document Control Number.

SECTION 2: Participating Agencies

- A. BOX 1: Enter name of state or local JLEO participating agency.
- B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

SECTION 3: Period of Performance

- A. Insert valid period of performance for the obligation. Obligations created using the one-page JLEO Task Force Obligation Form may not cross fiscal years. If there is a need to cross fiscal years, please utilize a Purchase Order for the obligation.
- B. Period of performance must begin no earlier than the date of funds availability (provided by IOD and the Asset Forfeiture Division) and end no later than September 30 of the following calendar year.

SECTION 4: Appropriation Data

- A. Enter information across appropriate field for all items being obligated. All fields for a line item must be completed in order to proceed to the next step.
- B. Project Codes: District task force obligations are funded under the **JLEOTFS4** project code for a JLEO obligation. RFTF project codes have been assigned by region and will be entered by Headquarters IOD staff.

SECTION 5: Description of Obligation

- A. Enter description of obligation (optional). Include any pertinent information such as number of TFO vehicles, for example.

SECTION 6: Contact Information

- A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

SECTION 7: Authorization

- A. Certification of Funds: Signature will be applied by USMS District official or IOD representative (RFTF) after the Asset Forfeiture Division has confirmed that funds have been moved into the budget.
- B. Obligation Approval: Signature will be applied by District or RFTF representative upon receipt of obligation document. To ensure sufficient internal controls and proper segregation of duties, the district/RFTF representative approving obligation forms cannot also approve invoices or reimbursements related to the same obligation. (See U.S. Office of Management and Budget (OMB) Circular A-123 and USMS Office of Finance guidance for further information regarding internal controls.)
- C. Acknowledgement: Signature will be applied by state or local agency representative. The obligation is not valid until all parties have signed. When completed, the form will be returned to the District/RFTF office. Districts are responsible for entering obligations into UFMS. RFTF obligations will be forwarded to Headquarters IOD to be entered into UFMS.

RESOLUTION # 2021-09

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE (DOJ), U.S. MARSHALS SERVICE, AND AMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF \$15,000 WITHIN THE GRANTS FUND FROM CONTINGENCY TO PROJECT G31363 FFY21 U.S. MARSHALS JOINT LAW ENFORCEMENT OPERATIONS.

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to facilitate the U.S. Marshals Service providing funding for overtime in the amount of \$15,000 for our Officer assigned to the US DOJ, U.S. Marshals Service Fugitive Task Force (“Marshals Office”),

WHEREAS, the City of Surprise Police Department desires to accept the funding;

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 agreement to accept funding in the amount of \$15,000 from the Marshals Office for the City of Surprise Police Department to help fund overtime for its employee who assists the Marshals Office, which Agreement is attached as *Exhibit B*.

Section 3. 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 agreement.

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2021-09 **Exhibit A**

1. Appropriation - The allocation below represents a reallocation of appropriations in the amount of \$15,000 from contingency within the Grants Fund to the FFY21 JLEO project within the Grants Fund to cover the projected expenditures associated with overtime expenses for one officer to participate in Task Force activities. 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	Police	#G31363 FFY21 JLEO	E	-	15,000	15,000
Grants	Police	#G31363 FFY21 JLEO	R	-	15,000	15,000
Grants/Contingency	General Operations	Contingency	E	17,760,300	(15,000)	17,745,300
Grants/Contingency	General Operations	Other	R	25,990,100	(15,000)	25,975,100
Expense Total				17,760,300	-	17,760,300
Revenue Total				25,990,100	-	25,990,100

RESOLUTION # 2021-09
Exhibit B
Marshal's Office Overtime Agreement



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 5, 2021
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person: Carol Holley
District: Citywide

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

Presentation and discussion pertaining to Internal Audit reports approved by the City of Surprise Audit Committee for Fiscal Year 2019-20.

Motion:

Presentation and discussion only.

Background:

This item has been placed on the agenda to discuss the results of work performed as part of the FY2019-2020 Annual Audit Plan approved by the Audit Committee at the start of the fiscal year.

Objective Analysis:

The mission of the City Audit Committee is to provide advice to City Council in respect to fulfilling its oversight responsibilities regarding the integrity of the city's annual comprehensive financial statements and to assist and advise the internal auditor and City Council on matters relating to the city's compliance with legal and regulatory requirements, systems of internal controls, management of citywide risk environment and the performance of internal and external auditors. This discussion and possible action will lend itself to the oversight and advisory components of the mission statement. City staff does not anticipate any negative impacts at this time.

Policy Compliant:

Sec. 2-304 (c) (6-8) of the Surprise Municipal Code directs the Audit Committee to: In coordination with the internal auditor, review significant audit findings and monitor responses thereto; provide independent review and oversight of the internal and external auditor including any audits either performs; and evaluate internal and external audits for performance and compliance with accepted professional standards.

Financial Impact:

This item relates to work performed as part of the FY2019-2020 Annual Audit Plan approved by the Audit Committee with the objective of identifying opportunities to minimize operational and financial risk to City assets.

Budget Impact:

There is no budget impact associated with this item.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

1. Audit Report - Community Dev-Final
2. Final Permit-Engr Invoicing-Final
3. Audit Report - Workers Compensation FINAL

4. Memo - Subrogation Error FINAL
 5. Surprise Stadium Box Office Report - FINAL
 6. Audit Report - Fleet Management FINAL
 7. Sports & Tourism Temporary License Contract
 8. Bond Summary Report - FINAL
 9. FY2019-2020 Annual IA Activity Report
 10. FY2020-2021 Audit Plan-
 11. City Council Presentation-Audit Committee
-



S U R P R I S E

A R I Z O N A

Building Safety Permit Processing

Community Development Department

September 16, 2019

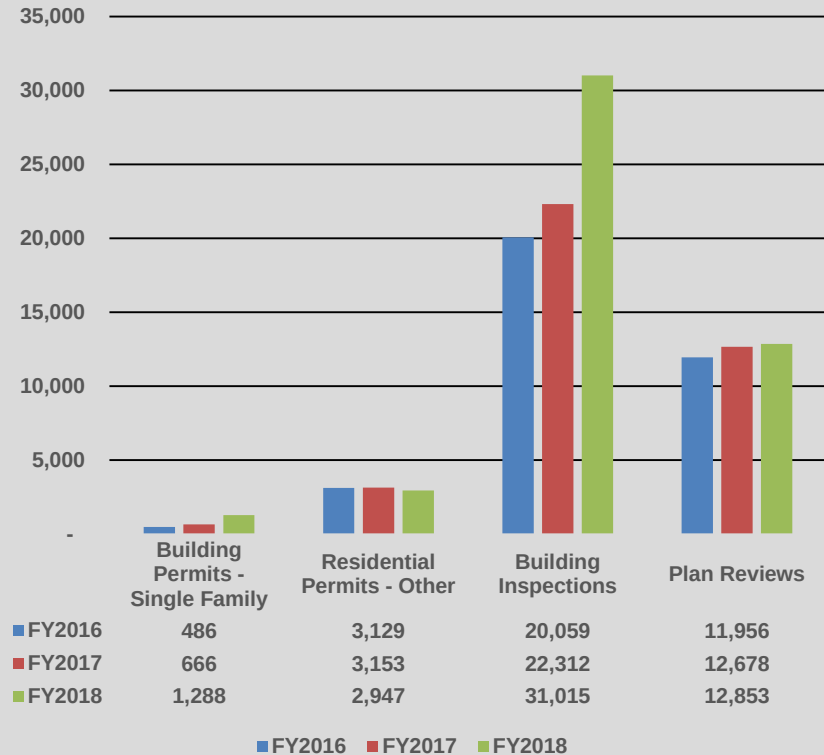
Internal Audit Report

Executive Summary and Observations	Page 3
Background, Objectives, and Scope	Page 4
Detailed Observations	Page 5
<i>High Risk Observations</i>	<i>Page 5</i>
<i>Moderate Risk Observations</i>	<i>Page 6</i>
<i>Low Risk Observations</i>	<i>Page 7</i>

Appendices

A – Data Reliability and Risk Rating	Page 8
B – Standards and Acknowledgements	Page 9

Services Provided FY2016 - FY2018



Data in chart obtained from Community Development's Quarterly Reports: FY2018 2nd Quarter 1/16/18, FY2018 4th Quarter 7/5/2018; FY2017 2nd Quarter; FY2017 4th Quarter 7/10/17). Community Development's Quarterly Reports were not audited by Internal audit.

Executive Summary and Observations

Executive Summary

As part of the FY2019 Annual Audit Plan, an audit of Development Services (Division) Permit Processing was closed in September 2019. Though there was some discrepancy in the interpretation of older data between Internal Audit (IA) and the Division, more exhaustive procedures were not performed due to the pending system replacement and data migration. IA intends to revisit the Division to assess internal controls supporting the new replacement system.

As part of the audit, IA assessed the Division's compliance with policies, procedures, and regulations; proper authorization and approval of fees; the accuracy and completeness of Land Information System (LIS) permit transactions; and the adequacy of information technology systems to control, monitor, and limit risk to City of Surprise (City) LIS data.

The audit procedures performed identified LIS security control limitations. The Division and the Information Technology (IT) Department are aware of the system limitations. The Division in conjunction with applicable City departments is in the process of assessing a potential LIS replacement system. The data migration and implementation of a new system might warrant changes in how transactions are processed, documented, monitored, or reconciled.

Based on the audit testing performed, fees were appropriately approved and the Division is in compliance with the reviewed Arizona State Statutes. Additional opportunities related to consistently entering building permit payment information in LIS in compliance with the Division's Information Desk Procedure 2.d. were identified and discussed with the Division's staff. Audit testing determined that the Division, with the assistance of the Finance Department (Finance), has controls over quarterly reconciling paid permit transactions. Opportunities exist to strengthen the monitoring controls over LIS permit transactions that are not included in the Finance reconciliation procedures.

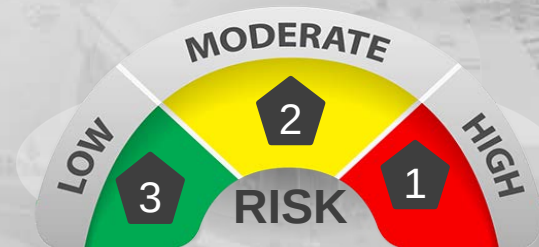
Several best practices for managing the LIS database tables and permit processes are in place including, but not limited to: changes to fee tables are verified by the Division's staff in a test database before changes are applied by IT in the production database; and refunds require the review and approval of two managers. Opportunities were identified to implement additional best practices for managing LIS fee tables.

With the current mitigating controls in place, LIS functional limitations continue to present a risk as LIS users have system permission to add, update, and delete records and make changes to the database tables. If a breakdown occurs in the current mitigating control environment, the lack of LIS system audit logs could open the Division to possible errors that might not get detected in a timely manner.

Summary of Observations

1. A detailed vendor proposal addressing assessment needs should be accepted and signed off by the Division and applicable process owners before the LIS replacement agreement is approved and executed.
2. Permit payments should be updated in LIS in accordance with Division policy and procedures.
3. Database tables should reflect the most current information and limit data redundancy when possible.

Observation Risk Rating



Audit observations have been assigned a qualitative assessment of high, moderate, or low priority based on the need for action or correction. Refer to the rating definitions in Appendix A.

Background, Objectives, and Scope

Background

As part of the FY2019 Annual Audit Plan, IA conducted an audit of the Development Services Permit Processing. Development Services is a division of the Community Development Department. The Division processes building permits and plan reviews, conducts building inspections, and monitors code compliance of structures located within the City. Private citizens, commercial and residential developers, utility companies and contractors must obtain a permit to initiate any City improvement project.

In FY2018, the Division performed over 31,000 building safety inspections, issued over 4,200 residential permits which resulted in over \$4.3 million in inspection and permit revenue. Inspection and permit records are initiated and invoiced in LIS. The invoice amounts created in LIS and the associated payments received from customers are manually keyed in Munis by Finance staff. Payment information from Munis is then manually keyed into LIS by Division staff.

LIS has exceeded its useful lifecycle and security patches were last updated in 2006/2007. Limited support is available from the contractor. The Division is in the process of replacing the legacy system, which is a multi-departmental application.

Objectives

The objectives of the audit was to determine:

- Compliance with applicable policies, procedures, and regulations
- Proper authorization and approval of fees
- Accuracy and completeness of LIS permit transactions
- Whether information technology systems are adequately controlled, monitored and utilized to limit risk to LIS data.

Scope / Methodology

The initial scope of the audit was July 1, 2017 to October 18, 2018. Based on the number and dollar amount of LIS inspection and permit invoices without updated Munis receipt or journal numbers, the scope was expanded to include 348 permit and inspection invoices for the period of April 2002 to October 2018.

Procedures included:

- Analysis and sample-based testing of Munis and LIS data and the related supporting documentation
- Comparison of LIS fee tables against the Citywide Comprehensive Fee Schedule (Schedule) and City resolutions (2017-092, 2010-23, 2012-01)
- Interviews and discussions with the Division, IT, and Finance staff
- Review of LIS user access system rights and privileges
- Review of the Division's front counter manual and a selection of Arizona State Statutes related to building permit and inspections

Inspection/Permit Revenue By Millions



Chart Source: Munis COS Revenue Summary by Dept. Report

Detailed Observations – High Risk

Observation	Recommendation	Management Response
1 – A detailed vendor proposal addressing assessment needs should be accepted and signed off by the Division and applicable process owners before the LIS replacement agreement is approved and executed. The Division uses LIS to track building permits, inspections, and related information. LIS also support other City departments' activities. Security concerns with operating LIS include, but are not limited to: • Lack of audit logs to track changes to data tables • User access privileges allow over 80 employees under the Permit Entry group to write to tables, online permits, write permits, and change fees. • LIS tables tie across the database. Access to the Permit Entry group provides access to building permits, engineering, and potentially high dollar transactions. The Division is aware of the need for a LIS replacement system. In January 2014, the City retained a firm to provide enterprise resource planning (ERP) consulting services. The firm assessed the City's comprehensive software needs and assisted the City in selecting an ERP software solution. The "Needs Analysis Report" issued by the firm on May 14, 2014, pp15-19, identified the Division's primary requirements. Page 32 of the "Needs Analysis Report" identified LIS limitations, including but not limited to the need for duplicate data entry into LIS and Munis that might result in data integrity concerns. Since 2015, the City has spent approximately \$323,854 on a LIS replacement system (software maintenance fees \$183,375 and implementation fees \$140,479.) In 2017, after approximately 20% implementation of the LIS replacement system, Division concerns related to the vendor's ability to perform required customization and the high technical level of the vendor's proposal without much detail resulted in a breakdown in communications and the project stalled. On August 8, 2019, the LIS replacement system license was canceled and the software vendor issued a \$286,761 credit to the City. A vendor's detail response to the needs assessment should be accepted and signed off on by the applicable departments before the execution of the purchase agreement. Risk: • Potential disruption in operations and lost data if LIS crashes • Lack of return on resources expended on partially implementing the canceled LIS replacement system license • Data entry redundancies create an inefficient use of staff hours	The Division should: A. Work in conjunction with the appropriate City departments to assess an alternative to LIS. A representative from departments significantly impacted by the LIS replacement system should be a part of the discussion. Impacted departments should sign off on the acceptance of the selected alternative as it relates to their unique department needs. IT and Finance should be involved in the discussion and implementation process from the being through the implementation go-live date. Staff should consider the current LIS limitations when assessing a potential LIS replacement system. If possible, the potential LIS replacement system should include functionalities to reduce or eliminate the need for data entry redundancies.	A. Partially Concur. When the determination was made to move forward with an new enterprise application, it was also determined that upgrades to LIS should cease. Community Development is in need of an upgraded system that will provide greater external security, more comprehensive audit logs, and more automation to eliminate as many manual steps as possible and provide a better customer experience. To say that all staff has access to edit tables and changes fee does not provide a complete picture. Community Development does not have administrator rights to the system. Further, to use the term database table universally is a misnomer. Most of the staff can edit the front end tables as an end user. This is not uncommon in enterprise applications. Management certainly believes this activity should be tracked through audit logs. However, the vast majority of staff does not have access or the expertise to make changes to back end data tables where the fees are programed into the system. As evidence to that fact, anytime there is a fee change, staff must coordinate that change through IT with the vendor. If those changes could be implemented by staff, coordinating with IT would be unnecessary. With respect to the enterprise application that was selected in 2014, There was not a breakdown in communications, rather CD staff realized the selected vendor could not provide the functionality they promised that is currently provided by LIS. Despite numerous attempts by the City and their paid consultant, CD did not receive satisfaction from the vendor. CD staff did extensive research with municipalities currently using the selected vendor. Staff determined the other cities experienced delayed implementation, additional staff was needed to compensate for a lack of functionality, additional direct IT support was needed from internal staff and customer wait times increased. The vendor's level of customer service was substandard and it was determined the vendor was unwilling and unable to meet the needs of the City of Surprise.

Detailed Observations – Moderate Risk

Observation	Recommendation	Management Response
2 – Permit payments should be updated in LIS in accordance with the Division's policy and procedures. The Division transactions such as building design, building permit and civil Engineering submittal fees are initiated in LIS by the Division's customer service counter staff. Payments are accepted, processed, and deposited by Finance central cashiers. The Munis cashiering module used by the central cashiering area is not integrated with LIS. In October 2018, LIS contained 348 Division transactions totaling \$4,021,731 for which no payment information was recorded in the LIS "Paid Date," "Finance Receipt Number," "Check Number" or "Method of Payment" fields. The record creation dates range from April 2002 to October 2018. The calendar year 2012 reflected the highest number of LIS records without payment information recorded, 57 LIS transactions totaling \$3,136,357 (78% of \$4,021,731). A 5% (18 out of 348) sample review of transactions identified an inconsistency in the manual updating of payments information in LIS. During the audit, staff researched, identified, and updated payment information in LIS for five out of 18 transactions. The Division's Information Desk Procedures 2.d. requires staff to enter building permit payment information in LIS upon receiving the cashier payment receipt. The procedures do not require daily reconciliation of payments posted in LIS. The City FY2011 Comprehensive Annual Financial Report (CAFR) identified a need to reconcile LIS building permit revenue. In 2012, Finance staff began reconciling permit payments processed in Munis cashiering module to the Division's paid transactions reflected in LIS. Risk: - The inconsistency in payment posting might create errors and lead to misinterpretation of LIS data. - Inconsistency might increase time and cost to migrate to a new system.	The Division should: A. Work with Finance to formulate an action plan to assess the validity of LIS invoices without updated payment information. Staff should consider the age of the transaction, amount, and cost-vs-benefit when determining what action to take in LIS. Staff should consider the potential impact of the action plan on the data migration to a new system. The action plan should be documented and authorized by management. B. Consider implementing a procedure to reconcile LIS daily payment postings to the Munis cashiering system. Daily reconciliation will increase the potential of identifying and addressing errors on the day that they occur versus quarterly.	A. Partially Concur. It should be noted that LIS or any other Community Development Software package is not a financial system and does not process financial transactions, it generates an invoice and once paid, staff makes a manual entry to memo it was paid. CD staff does not have access to change information in the general ledger. Another control in place is the segregation of duties between the permit issuance by CD staff and the receipt of payment by Finance staff. CD staff is required to obtain the payment receipt from the customer prior to issuance of the permit. Payments are processed through the cashiering system that is integrated with the general ledger. System limitations have been identified by staff and controls such as the one described above, have been developed to mitigate the financial risk. The general ledger is the source database for payment transactions. A primary goal of the new permitting software is integration with the financial transaction software, therefore removing as many manual steps related to documenting and processing of transactions. Further, all records will be maintained within the two systems rather than paper files that exist on the CD side today. Since LIS is not completely automated, paper files still exist for every permit that is issued. Therefore, to rely on the database exclusively for data may not provide complete answers. To that end, Finance and CD staff identified 69 records from 2016-2018 identified by IT that lacked payment information in LIS. Staff was able to verify payment information via Munis and hard copy paper files for 65 of those records. The remaining four records did not have a permit issued. It should also be noted that many of the 348 permits were City projects and Engineering permits and would not have had the requisite data within LIS. Finance regularly reconciles LIS information with Munis which is the general ledger - financial Software. Staff is aware that on occasion the manual step to update the permit transaction as "paid" is being missed, and is providing ongoing training to mitigate the issue until enhanced software is implemented. B. Partially Concur. During 2011 the lack of integration between the LIS software and the general ledger was identified as a weakness in internal control. Finance, CD and the external auditors worked together to establish mitigating controls to compensate for the lack of system controls. A reconciliation process was established and Finance and CD have been performing this reconciliation. Once a new system is implemented, a new process will be established based on the functionality and controls of the new system. Division staff and Supervisors will review permits issued on a daily basis to ensure that the LIS system is properly updated to reflect the payment status of permits.

Detailed Observations – Low Risk

Observation	Recommendation	Management Response
3 – Database tables should reflect the most current information and limit data redundancy when possible. The City-wide Fee Schedule (Schedule) reflects the current fee rates approved via resolution by City Council. Changes to the Division's fees are updated in LIS tables by the IT GIS Manager with assistance from the vendor, when necessary. The Division's staff test changes to LIS fee tables in a test database before changes are updated in the production database. A random sample of 29 Division fees associated with 20 LIS fee table queries was reconciled to the current Schedule and resolutions 2017-092, 2016-062, 2010-23, and 2012-01 for accuracy and completeness. The review identified: • Duplication of data in fee tables (example: Fee Table Queries 4k and 4j) • Inactive fees dating back to 1970 reflected as current (example: Fee Table Queries 4n Permit C of Fee Rates and 4a Permit Fee List) • Discrepancies between the Schedule, resolutions, and LIS fee tables unit of measure and descriptions (example: Fee Table Queries 4o Streamline Fee Rates) A procedure is not in place to periodically conduct a comprehensive review of LIS fee tables for discrepancies and to ensure data quality. Three characteristics of data quality include: • Accuracy – LIS fee tables free of discrepancies • Completeness – Consistency in fee descriptions and unit of measure • Timeliness – LIS "End Date" updated to prevent the potential use of inactive fees Risk: • Potential error in customer billing if inactive fee selected • Increased potential of data inconsistency if duplicate data is not updated in all required fields	The Division should: A. At least annually, request a printout of the database fee tables from IT and perform a comprehensive review of the tables for accuracy and completeness. The LIS "End Date" field should be updated when fees expire. Any corrections should be submitted to IT for processing. IT Department should: B. Work with the developer to address database duplications, such as in the LIS Development Fee and LU_Flat_Fee tables. Assess how redundancy in tables might impact future data migration efforts, time and impact of making adjustments now. Any potential updates should be discussed with the Division.	A. Concur. The Division will develop a review process to ensure tables are accurate and complete, and will update the system when fees expire. The process will be developed by April 1, 2020 and the review will be completed by June 30 2020. B. Partially Concur. The duplicates will be addressed (analyzed and fixed as necessary) as part of the data migration to the new system working with the Division.

Appendix A – Data Reliability and Risk Rating

Data Reliability

The data utilized for the work performed was either obtained directly from Munis or LIS table queries generated by IT or the Division staff. IA used LIS invoice numbers, permit numbers, Munis cashiering charge codes, and general ledger numbers to trace random samples of transactions from LIS to Munis general ledger to verify data provided by staff.

LIS and Munis cashiering paid permit data are reconciled quarterly by Finance. Munis data reliability is materially verified annually via the audit of the Munis financial reports and the CAFR performed by the City's external auditor.

Internal Audit determined the Division's paid permit data utilized is sufficiently reliable given its intended use to verify paid LIS records against Munis general ledger.

Audit Observation Risk Rating

Audit observations have been assigned a qualitative assessment of high, moderate, or low priority based on the need for action or correction:



- High – Represents an observation requiring immediate action by management to mitigate risks associated with the process being audited. High-risk observations should be implemented to mitigate current gaps in areas with a significant impact or high likelihood of loss or fraud related to City assets.
- Moderate – Represents an observation requiring timely action by management to mitigate risks associated with the process being audited. Moderate risk observations should be implemented to strengthen or increase efficiency in the internal control framework and mitigate the potential risk of loss to City assets.
- Low – Represents an observation for consideration by management for correction or implementation associated the process being audited. Low-risk observations should be implemented to improve efficiency and effectiveness of operations.

Appendix B – Standards and Acknowledgements

Audit Standards

The audit was conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives.

This project was not intended or designed to be a detailed study of every relevant procedure, system, or transaction. As such, the conclusion and recommendations contained in this report might not include all areas which might need improvement.

We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Acknowledgements

IA appreciates the time City staff contributed to this review. IA would like to take this opportunity to thank all of the departments and individuals involved in the Building Safety Permit Processing Audit for their considerable cooperation.

We received input and assistance from the following:

- Community Development (Development Services)
- Information Technology
- Finance

Auditor: C. Holley

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Land Information System Plan Review and Permit Records Engineering Department

September 16, 2019

B ackground Summary

As part of the FY2019 Annual Audit Plan, an audit of the Development Services building permit process was conducted. While reviewing the Division's Land Information System (LIS) transactions, Internal Audit (IA) noticed a group of LIS transactions processed under the Engineering Department (Engineering) that were out of the scope of the Division's audit. IA met with Engineering staff to discuss the procedures for processing and monitoring the transactions.

The audit objectives included assessing controls and management over plan review and permit records initiated in the legacy Land Information System (LIS). The LIS is a standalone system used by Development Services and the Engineering Department (Engineering) to create and manage building and development plan review and permit records. Development Services, in conjunction with applicable City departments, is currently assessing replacement options for LIS.

Since FY2012, the Finance Department (Finance) has been reconciling LIS payment records to Munis. In addition to Finance reconciliation procedures, Engineering staff review LIS Engineering plan review and permit records for completeness, accuracy, and proof of payment.

An October 18, 2018 query of LIS for Development Services data identified 309 out of 657 (\$1.6 million out of \$5.6 million) plan review and permit records related to Engineering, created between November 2002 and October 2018, that were not updated with payment or cancellation information. Projects completed by the City did not always reflect a journal entry number indicating reallocation of the project cost to the applicable City department. The inconsistency in recording journal entry numbers in LIS was contributed to a change in an accounting procedure. The current reconciliation and review procedures do not include a process to review LIS records with a permit "Issued" status and without updated payment information.

Internal Audit tested a random sample of 4.5% (14 out of 309 plan review and permit records) of Engineering plan review and permit records and confirmed an inconsistency in the manual updating of payment information in LIS. Recommendations to follow include establishing consistent procedures in recording payment information.

Random Sampling Results		
Comments	Count	Summary Invoice Total
Payment information updated or invoice paid after audit fieldwork	3	\$59,542
Unable to locate invoice information or confirm payment status	5	\$18,015
Internal City Project - Journal Entry Not Recorded	1	\$ 2,040
Service provided - Invoice not paid	2	\$258
Service not provided	2	\$24,437
Paid under different invoice	1	\$4,225
Total	14	\$108,517

*Includes Engineering and Building Permit invoices. LIS classification requires a detail review of LIS screens to determine if transactions are related to Engineering or Building Permit invoices.

Engineering Invoices Without Payment Information (November 2002 to October 2018)		
Type	Sum of Invoice Total	Invoice Count
*Case	\$133,702	123
Engineering -	\$1,423,697	118
Engineering - Review	\$51,462	68
Grand Total	\$1,608,861	309

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Observation/Criteria/Risk	Recommendation	Management Response
<u>Observation/Criteria</u> Development Services and Engineering staff initiate LIS records and invoices. Payments are then processed in Munis system by Finance central cashiers. LIS and Munis are not integrated; therefore, payment information recorded in Munis requires manual entry and application to the appropriate permit number in LIS by staff. Permits are provided to the applicant after payments are received. The "Status" field is updated in LIS as an indication of receipt of payment. Formalized and documented policies and procedures are not in place requiring staff to review LIS plan review and permit records with a permit "Issued" status and without updated payment information. Informal procedures are in place to identify invoices and permits recorded in LIS and not picked up by customers. During the audit, Finance published an operating procedure for accounts receivable (A/R) that requires each department to implement internal controls including A/R reconciliation and reviews when involved in billing on behalf of the City. <u>Risk</u> The lack of documented LIS policies and procedures creates an environment in which records are maintained and processed inconsistently. The inconsistency might create errors and misinterpretation of LIS data. With the pending replacement system purchase and implementation, inconsistency in data might increase the time and cost to migrate data to the new replacement system.	<u>Engineering should:</u> 1. Work in conjunction with Finance to develop a plan for assessing the status of LIS Engineering plan review and permit records updated with a permit "Issued Date" and without updated payment information. When formulating a plan of action, staff should consider the age of the plan review and permit records, amount, and the cost-vs-benefit of updating LIS when determining a course of action. Staff should consider the potential impact of the action plan on the potential data migration to the replacement system. The action plan should be documented and authorized by management. 2. Obtain and review a copy of the Finance A/R procedure and implement controls to ensure timely reconciliation of plan review and permit records and ensure compliance with the procedure. 3. Develop and document policy and procedure for monitoring invoices generated and pending payment and permit pickup.	Concur. The Development Review Engineering Manager will work with the Finance Department to document the process for assessing the validity of LIS Engineering transactions when updating the permit status from "Issued" to "Paid" in the system. The action plan will be documented and authorized by management by the beginning of FY2021 (July 1, 2020). Concur. The Development Review Engineering Manager will obtain a copy of the Finance A/R control policy, and provide training to appropriate staff to ensure compliance with the policy. This action will be completed within 6 months of obtaining the Finance A/R control policy. Concur. The Development Review Engineering Manager will develop and document a policy and procedure for monitoring invoices generated and pending payment and permit pickup by the beginning of FY2021 (July 1, 2020).

Non-Audit Services

The work detailed in this report was identified during the process of performing the Building Safety Permit Processing audit. The work performed related to Engineering does not constitute an audit as defined by and conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). The work performed on the LIS transactions related to Engineering by itself or in aggregate with other non-audit services provided does not create any threats to the independence of the Internal Audit (IA) function.

This review was not intended nor designed to be a detailed review of every relevant procedure, system, or transaction related to Engineering LIS transactions. As such, the conclusion contained in this report may not include all areas which may need improvement.

Data Reliability

The data utilized for the work performed was primarily obtained directly from LIS, the City's geographic information system for cadastral, land-use mapping, and managing building and development projects. Since FY2012, LIS paid invoices have been materially verified by Finance through reconciliation procedures of LIS paid invoices against Munis. Annually, Munis financial statement reports are audited via the CAFR performed by the City's external auditor.

IA determined the data utilized is sufficiently reliable for reconciling LIS plan review and permit records to Munis general ledger.

Acknowledgements

IA appreciates the time City staff contributed to this limited review. IA would like to take this opportunity to thank all of the departments and individuals involved in the LIS Transaction review for their cooperation.

We received input and assistance from the following departments/divisions:

- Public Works (Engineering)
- Community Development
- Finance

Auditor: Carol Holley

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S U R P R I S E

A R I Z O N A

Workers' Compensation Internal Audit Report

December 19, 2019

Internal Audit Report

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Workers' Compensation Claims Management Manual



Image Source: City of Surprise Risk Division Manual

Executive Summary and Observations

Executive Summary

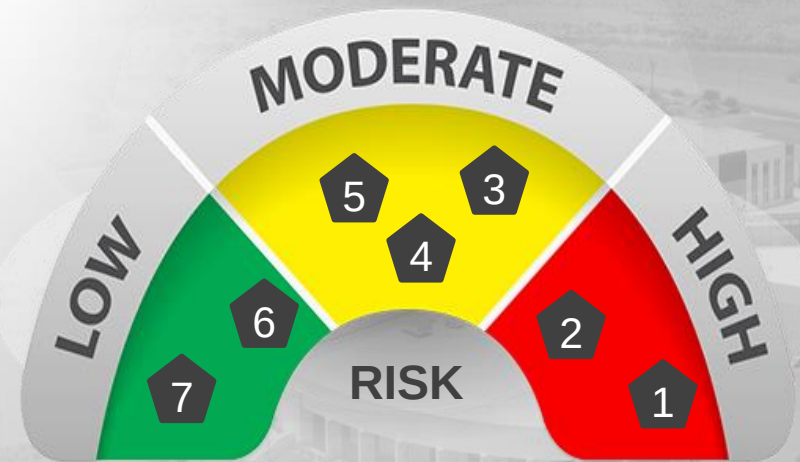
The Risk Division (Risk) of the City of Surprise (City) has administered the City's self-insured workers' compensation (WC) program since its inception in Fiscal Year (FY) 2017. Risk Analysts guide employees experiencing a WC injury through the duration of a claim from initial triage and claim acceptance, through ongoing medical, rehabilitation, or pharmacy treatment if necessary, to claim settlement and closure and have achieved significant cost savings compared to the City's participation in a risk pool prior to FY18.

In FY20, Internal Audit (IA) assessed the design and operating effectiveness of internal controls around WC claims management focusing on effectiveness and efficiency of the WC processes, safeguarding of financial assets, adequacy of information technology, and compliance with regulations. The procedures performed indicate that defined controls exist around claim management and required documentation retention, regulatory compliance, and city-wide payment processing to materially ensure the accuracy and completeness of the WC process. No material deficiencies in the Division's internal control structure were noted. Observations were identified related to establishing claim review and reconciliation procedures, formalizing procurement and efficient payment processes, protecting Personal Identifiable and Personal Health Information (PII and PHI), and enhancing documentation of policies and procedures.

Observations

1. The Risk Division should formalize and document procurement relationships with frequent providers. *(Page 5)*
2. The Risk Division should establish effective claim review procedures. *(Page 6)*
3. Claim-related expenses should be reconciled between Munis and Origami. *(Page 7)*
4. Claim settlement payments should be made in a cost-effective manner according to City policy. *(Page 8)*
5. Management should develop and document a Risk / Legal Accounts Payable procedure manual. *(Page 9)*
6. The Workers Compensation Claim Manual should be updated to align with current procedures and environment. *(Page 10)*
7. PII and PHI should be protected and shared with only individuals requiring the information. *(Page 11)*

Observation Risk Rating



Audit observations have been assigned a qualitative assessment of high, moderate, or low priority based on the need for action or correction. Refer to the rating definitions in Appendix A.

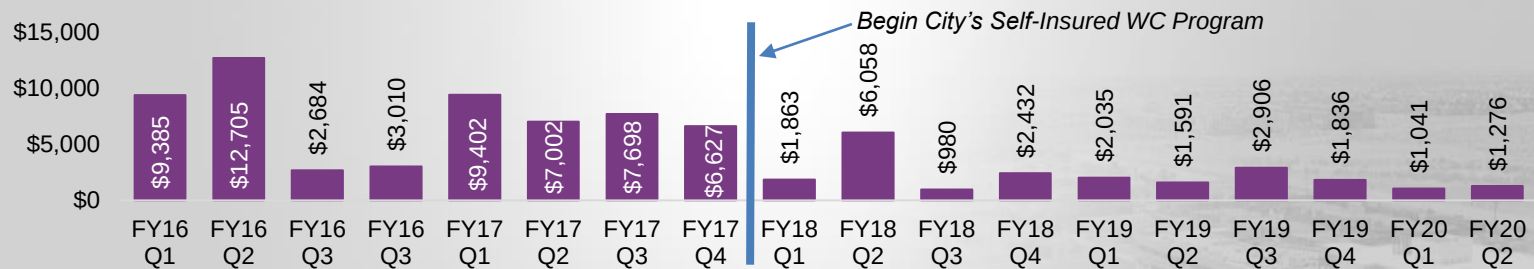
Background, Objectives, and Scope

Background

WC is a federal program administered by each state to provide benefits to employees injured on the job. In Arizona, the Industrial Commission of Arizona (ICA) regulates WC guided by Arizona Revised Statutes (ARS) and Administrative Code. The City registers with the ICA as a self-insured employer allowing the City's three person Risk Division to administer WC claims internally and pay reduced cash rates for services. This resulted in significant savings over the City's pre-FY18 membership in a risk pool (see chart below).

Risk utilizes a third-party claims management software, Origami, for claim processing; recording status, activity, and reserves; and recordkeeping; while the City's enterprise system, Munis, is used for processing payments for services. When the City implemented self-insurance in FY18, budgetary assumptions, procurement practices, and division procedures were based roughly on expectations developed while being a member of Arizona's Municipal Risk Pool. Now that the program is nearing completion of its third year, sufficient data and experience exist to reassess and enhance policies and procedures and budget and reserve assumptions.

Average Cost Incurred for Workers' Compensation Claims*



*Note: The chart does not include any incidents (no incurred cost) or WC claims which had \$0 incurred cost.

Audit Objectives

1. Determine whether WC practices are in place to provide reasonable assurance that:
 - a. Applicable policies, laws, regulations are complied with and best practices are in place
 - b. Claim payments are accurate and authorized
2. Evaluate processing procedures based on a sample of claims.

This audit did not comprehensively review regulatory requirements and is not intended to conclude the City is in compliance with all applicable regulations.

Scope / Methodology

The scope of the audit was for the period of July 1, 2017 to October 30, 2019. Procedures included:

- Interviews and discussions with Risk, Human Resources (HR), Information Technology (IT), and Finance personnel
- Review of WC-related policies and procedures
- Analysis and sample-based testing of Munis and Origami data and supporting documentation around WC claims and invoices
- Testing of the design, implementation, and operating effectiveness of key internal controls relevant to the objectives

Detailed Observations – High Risk

Observation	Recommendation	Management Response
1 – The Risk Division should formalize and document procurement relationships with frequent providers. Employees seeking medical treatment for a WC claim are able to select a provider of their choice, through there are a number of frequently used providers the City has developed relationships with. The Risk Analysts may negotiate discounted rates with these providers for cost savings beyond the maximum rates medical providers can bill self-insured employers as set by the ICA fee schedule. Though Risk is exempt from the City's procurement code, City-wide best practice is that Purchase Orders (PO's) should be utilized for vendors with an annual spend greater than \$5,000. Insurance-related payments are outside the scope of the City's procurement code and Risk has not established their own procurement procedures. Based on testing and inquiry performed: - For six of 132 vendors analyzed, no PO was established and the vendor had annual spend for one or more fiscal years exceeding \$5,000 and had continued spend on track to approach or exceed \$5,000 in FY20. - There is not a consolidated list of negotiate rates, and very few vendors have Letters of Agreements with the City detailing the negotiated rates utilized. Risk: • Opportunity for fraud or waste of city resources • Provider disagreements could result in increased cost	The Risk Division should: A. Consolidate and formalize discounted payment rates with vendors. The following considerations should be included: - Establish Letters of Agreement with vendors whenever possible - Store comprehensive list of negotiated rates and contact information in a shared location in easily searchable format - Review and audit list of negotiated rates at least annually to identify any errors, expired offers, or omissions. B. At least once every two years, perform an analysis of vendors and their annual spend to: - Establish PO's for frequently utilized vendors. - Identify frequently used vendors to formalize price agreements with via Letters of Agreement.	A. Concur. Risk Management will continue to update its comprehensive provider list in Excel and will include an annual review of rates in its Worker's Compensation Claims Management Manual. Risk Management is currently working with and Procurement and other applicable departments to begin formalizing provider agreements. Anticipated completion - FY21 B. Concur. Risk Management continues to compile a complete list of providers and is working to identify which providers will require a purchase order(PO). Risk Management will have FY21 PO's in place before July 01. In addition, Risk Management is working with providers to obtain current W9's to create and/or update vendor files.

Detailed Observations – High Risk

Observation	Recommendation	Management Response
2 – The Risk Division should establish effective claim review procedures Due to the unique nature of each WC claim, Claims Analysts have significant autonomy to process claims in the most efficient manner. The WC Claims Manual includes a list of documentation each claim file must include and outlines the Risk Manager's role to supervise and escalate claims, collectively extrapolate and monitor claim reserves monthly, and review claims "when the total initial proposed reserve exceeds \$25,000 or at any point in the life of the file." The Risk Division threshold for review of \$25,000 is too high to be valuable as it currently captures less than one claim per year. There are currently no thresholds that would trigger a supervisor review based on the amount of time a claim is open. With turnover in the division, regular department round tabling sessions have been inconsistent. Through testing performed, the following were noted: - For two claims out of 20 tested, Claim Acknowledgement Letters were not completed and provided to the employee. - For two of 20 claims tested, through a Notice of Claim Status was completed as per Arizona regulations, the form was stored on the Risk Analyst's desktop instead of Origami. Risk: • Inconsistent or inaccurately processed claims • Improper retention of key claim documentation	The Risk Division should: A. Formalize and establish regular supervisor review of claims or a peer review / round tabling process to ensure consistent handling of claims between Risk Analysts. Considerations should include: - Risk Manager should audit a selection of closed claims from each Risk Analyst quarterly (e.g. verify correct documents are uploaded) - Document thresholds to round table or review any open claims greater than 90 days and \$5,000 - Establish shared tracking procedures for action items resulting from claim reviews to track timely resolution by assigned Risk Analyst - Perform quarterly review of reserve amounts calculated and provided to actuary	A. Concur. Risk Management will update its Worker's Compensation Claims Management Manual to include an audit of 20% of closed claims on a quarterly basis, in addition to reviews of reserve amounts. In addition, Risk Management will hold bi-monthly round tables on claims 90 days old or older, as well as, claims that exceed \$10,000. Risk Management will expand its use of the calendaring function in Origami Risk for the timely resolution of claims. Anticipated completion - FY21

Detailed Observations – Moderate Risk

Observation	Recommendation	Management Response
3 – Claim-related expenses should be reconciled between Munis and Origami. Claim-related expenses are recorded in both Origami for claim management and Munis for payment processing. The City's Comprehensive Financial Management Policies require that "an actuarial evaluation will be performed annually to determine the IBNR claim liability [which] represents the cost of unpaid claims." Quarterly, the Senior Claims Analyst establishes reserves for each open claim on the Loss Run Report based on notes and expenses incurred per Origami and professional judgement of future anticipated medical procedures to provide to the City's actuary. The completed actuarial report is utilized to determine Trust Fund reserves required and to report IBNR on the City's financial statements. Munis and Origami are not linked to allow for automated data validation and invoices processed by Risk do not contain consistent reconciling fields to be compared to Origami (e.g. claim number). Through testing performed, the following were noted: - Reconciliation between payments in Munis and claim expenses recorded in Origami is not performed and Origami records are an input to the IBNR. - For 10 of 20 invoices tested, a claim number or other unique identifier was not included to allow the invoice in Munis to be connected to the claim in Origami Risk: • Claim reserves calculated may be inaccurate • Payments for services may be missed or delayed	The Risk Division should: A. Include Origami Claim Number with all invoices in standard, searchable field in Munis to allow for generating reports for reconciliation to Origami. B. Work with Finance to develop a reconciliation process between claim payments in Munis and Origami to be performed at least annually.	A. Concur. Risk Management will begin entering the claim number into the description field for direct payments and p-card transactions. Anticipated completion - complete B. Concur. Risk Management will begin entering the claim number into the description field for direct payments and p-card transactions. According to Finance, this field is searchable and will allow for reconciliation of invoices between Origami and MUNIS. Anticipated completion - FY21

Detailed Observations – Moderate Risk

Observation	Recommendation	Management Response
4 – Claim settlement payments should be made in a cost-effective manner according to City policy. In FY17, Risk Analysts frequently drove to medical provider locations to negotiate, form relationships, and pre-pay for services to obtain the lowest possible rates. Since then, frequent providers have been identified, city Purchasing Card (P-Card) policies are well established, and electronic billing has been expanded, so the need to physically pay for services on-site has diminished. The City's Employee Policy Manual (EPM) states: "Whenever practicable, employees must use City fleet vehicles for all City business." Additionally, thorough supporting documentation for expense reports showing evidence of trip taken is required, and the Risk Manager reviews expense reports. Risk procedures have not previously been established to align with the EPM. Based on testing performed, the following were noted: - For one of two employees tested, expense reports for mileage to pay for medical services totaled approximately \$1,500 in FY19. - For three roundtrips, an invoice was paid at the provider's location 12 miles away but expense report mileage was billed to the location 30 miles away). - For four roundtrips tested, duplicate mileage requests from city hall were reimbursed for two employees attending the same meeting together. This finding could not be discussed with the involved employees as both terminated employment with the City before audit completion. Risk: • The City may incur unnecessary costs	The Risk Division should: A. Establish and document departmental procedures to include the following: - Compliance with Employee Handbook requiring use of fleet vehicles when possible. - Required documentation to support employee mileage reimbursements (e.g. evidence of necessity for travel and evidence trip was completed). - Thorough review of expense reports and supporting documentation. B. Perform an assessment of medical providers to identify and document: - Preferred payment method, and establish electronic remote payments if possible - Nearest location where payment for services are accepted	A. Concur. Risk Management will comply guidelines outlined in the Employee Handbook. In addition, Senior Risk Manager will complete a thorough review of all expense reports and support documentation prior to approval. Estimated completion - complete B. Concur. Risk Management will continue to update its comprehensive provider list in Excel. Preferred payment methods, electronic payments and payment locations will be included in these updates. Estimated completion - FY21

Detailed Observations – Moderate Risk

Observation	Recommendation	Management Response
5 – Management should develop and document a Risk / Legal Accounts Payable procedure manual. Risk pays approximately \$16,000 of claim settlement payments each month covering medical, rehabilitation, and prescription services for employees experiencing a work related injury. In order to take advantage of cash rates offered to self-insured entities, payments are made both by P-Cards, reconciled by each Risk Analyst monthly, and checks, batched into Munis by the Civil Analyst. The Finance Department's Accounts Payable Guidelines state: "Each department is responsible for entering and approving invoices received from vendors within the City's financial system. It is each department's responsibility to enter and approve invoices in a timely manner so as to avoid late payments." Risk does not currently have a disbursements / accounts payable policy to establish consistent treatment of invoices among Risk Analysts and the personnel who input invoices into Munis. Based on testing performed, the following were noted: - For 2 of 20 invoices tested, the invoice did not contain sufficient supporting documentation to explain variances between paid and billed amounts or evidence of third party services provided. - For 3 of 20 invoices tested, the invoice was paid greater than 60 days after invoice received or 90 days after services were provided. Risk: • Inaccurate, late, or duplicate invoices may be paid.	Risk Division Management along with applicable Department payment processing personnel should: A. Develop and document an accounts payable procedure manual to include, but not limited to: - Escalation and documentation process for aging invoices (greater than 90 days) - Check handling and distribution procedures including when special handling is appropriate - Supporting documentation required (e.g. third-party invoice, explanation of paid rate differences from billed) - Consistent procedures for Invoice Number field in Munis - Protection / exclusion of PII and PHI on invoices in Munis - Required reviews and approvals	A. Concur. Risk Management will update its Worker's Compensation Claims Management Manual in FY21 to reflect aging invoice procedures, check handling procedures, rate adjustments, protection of PHI, as well, as required approvals. Estimated completion - FY21

Detailed Observations – Low Risk

Observation	Recommendation	Management Response
6 – The Workers Compensation Claim Manual should be updated to align with current procedures and environment. Risk has a WC Claims Management Manual which outlines “the responsibility of the Risk Management Unit to implement cost-effective measures and enhance communication with employees and agency personnel without jeopardizing benefits as provided by law.” The Manual details documents required to process a claim and defines types of incidents and claims. The Division handbook has not been updated since the implementation of self-insurance in 2017. Thresholds for reviewing claims and procedures were based on past experience as a member of the municipal risk pool and Risk’s body of work over the last three years has varied from those forecasts requiring policies to be updated accordingly. Based on inquiry and testing performed: - For all 20 claims tested, no root cause analysis was documented in Origami. - Recurring procedures performed (e.g. ICA re-certification of self-insurance, quarterly loss run report / reserve assessment) are not documented. - The \$25,000 threshold for manager review of a claim has only been reached three times in three years. Risk: • Insufficient succession planning and potential loss of knowledge upon division turnover • Inconsistency of claim handling among Risk Analysts.	The Risk Division should: A. Update existing Risk Policies to include: - Claim specific procedures and instructions - Detail around annual and quarterly procedures (e.g. communicating with actuary, renewing ICA self-insurance certification, etc.) - Update materiality thresholds based on performance to ensure appropriate review and supervision - Remove language or requirements that are no longer applicable (e.g. requiring a Root Cause Analysis for every claim)	A. Concur. Risk Management will update its Worker's Compensation Claims Management Manual to reflect annual and quarterly requirements, approval thresholds and to ensure all requirements remain applicable. Estimated completion - FY21

Detailed Observations – Low Risk

Observation	Recommendation	Management Response
7 –PII and PHI should be protected and shared with only individuals requiring the information. Risk Analysts work with employee PII and PHI on a daily basis during the course of handling a claim and are trained in HIPAA protections. Employees with WC claims are also required to acknowledge HIPAA at the start of their claim. HIPAA requires an entity to protect the privacy of individual identifiable health information, including, but limited to social security numbers, birthdates, and medical data. The City's IT Department is undertaking a comprehensive HIPAA assessment in December of 2019 to enhance relevant controls and procedures. There is inconsistency between Risk Analysts on what information to include with an invoice in Munis. Additionally, procedures to redact PHI and PII from invoices have not been established. Based on inquiry and testing performed: - For 14 of 20 invoices tested, PII and / or PHI was included on an invoice saved in the Munis Accounts Payable module and accessible to a significant number of finance and other City personnel. - When the new Risk Manager started in a PII / PHI focused position, he had to request HIPPA training. Additionally, as of the start of the audit, the Civil Administrator responsible for entering invoices in Munis had not received the HIPAA training. Risk: • PHI and PII may be accessed by unauthorized individuals	The Risk Division should: A. Establish and document procedures to redact personal identifying information (Names, personal addresses, birthdays) from invoices to be scanned and stored in Munis. IT Management should: B. Ensure all City personnel who may work with protected information (PII or PHI) through the course of their work receive the City's HIPAA training, as well as implement any relevant opportunities identified as part of the HIPAA assessment performed in December 2019.	A. Concur. Risk Management will update its Worker's Compensation Claims Management Manual to reflect compliance with PHI. Estimated completion - FY21 B. Concur. All City Attorney's Office personnel to include the Prosecutor's Office have been assigned both General HIPAA Awareness and HIPAA Supplemental training via Target Solutions with a due date of May 01, 2020. We are currently reviewing all other departments, with an emphasis on recently hired employees to ensure this training has been completed. This review will be complete and training assigned with a two week completion date by May 1, 2020. Once the final HIPAA Assessment report is received, we will review and make recommendations and assign tasks as appropriate. <u>Risk Management Comment</u> Concur. The Civil Administrator, responsible for entering invoices, has received a Target Solutions - HIPAA invitation and will complete it by 04/01/2020.

Appendix A – Data Reliability and Risk Rating

Data Reliability

The data utilized for the work performed was either obtained from Munis, the City of Surprise's financial system of record, or from the Risk Division's claim management system, Origami.

Munis data reliability is materially verified annually via the audit of the Munis financial reports and the Comprehensive Annual Financial Report (CAFR) performed by the City's external auditor. Additionally, as part of testing procedures for this Workers' Compensation audit, IA performed testing on samples of claims, invoice payments, and supporting documentation and identified no errors or limitations in the data material in context of the work performed.

Internal Audit determined the data utilized is sufficiently reliable given its intended use.

Audit Observation Risk Rating

Audit observations have been assigned a qualitative assessment of high, moderate, or low priority based on the need for action or correction:



- High – Represents an observation requiring immediate action by management to mitigate risks associated with the process being audited. High-risk observations should be implemented to mitigate current gaps in areas with a significant impact or high likelihood of loss or fraud related to City assets.
- Moderate – Represents an observation requiring timely action by management to mitigate risks associated with the process being audited. Moderate risk observations should be implemented to strengthen or increase efficiency in the internal control framework and mitigate the potential risk of loss to City assets.
- Low – Represents an observation for consideration by management for correction or implementation associated the process being audited. Low-risk observations should be implemented to improve efficiency and effectiveness of operations.

Appendix B – Standards and Acknowledgements

Audit Standards

The audit was conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

The scope of this audit included review and testing of the design, implementation, and operating effectiveness of key internal controls relevant to the audit's objectives. In accordance with GAGAS, IA verified the audit objectives and related controls identified address all 17 principles of the COSO framework. Though some control weaknesses were identified and are included in the Detailed Observations section of this report, none rose individually or cumulatively to the level of a Risk Division or city-wide internal control deficiency.

This project was not intended or designed to be a detailed study of every relevant procedure, regulation, system, or transaction. As such, the conclusion and recommendations contained in this report may not include all areas which may need improvement.

Acknowledgements

IA appreciates the time City staff contributed to this review. IA would like to take this opportunity to thank all of the departments and individuals involved in the Workers' Compensation Audit for their considerable cooperation.

We received input and assistance from the following:

- Risk Division
- Information Technology
- Human Resources
- Finance

Auditor: Alison Matthees, MPA, CIA

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For more information or to contact Internal Audit:
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Date: January 16, 2020

To: Mark Schott, Assistant City Manager

CC: Digger Oster, Risk Manager

From: Alison Matthees, Internal Auditor; Carol Holley, Senior Internal Auditor

RE: Subrogation Error – Risk Division

Background

While completing testing for the Worker's Compensation (WC) audit, Internal Audit (IA) noted an unusual subrogation / automobile (auto) insurance transaction associated with one of the WC claims. WC claims may be accompanied by auto insurance claims, which are also processed by the Risk Analysts in the Origami Claim Management System. Though auto subrogation was out of the scope of the WC audit, IA met with the Risk Analyst and Risk Manager to correct the transaction and identify the root cause.

Due to an automobile accident involving a police car, the vehicle was sent to an auto body shop for repairs totaling \$2,665.05 as billed to the city on 11/26/2019. The invoice was sent to Travelers Insurance (Travelers), the other at-fault driver's insurance company with a subrogation demand package. On 12/10/2019, Travelers paid the city \$2,789.90 for the subrogation claim, which was \$124.85 in excess of the actual cost for the repairs. Based on the suggestion of the Travelers insurance agent, the City's Risk Analyst requested a second invoice from the auto body shop in the amount of \$124.85 in increased cost (Invoice line item states "Labor Difference to Balance Out Claim") to match the Travelers payment. Best practice and City of Surprise (City) financial policy would indicate the best way to handle the transaction would have been instead to refund the excess payment to Travelers. The transaction was identified before the supplemental invoice was processed and payment made, so the Risk Analyst worked with Finance to cancel the secondary invoice and refund the overpayment to the insurance company on 12/23/2019.

Procedures Performed

Inquiry and communication with Human Resources management

IA discussed the error with the Risk Analyst on 12/19/2019 and again with the Risk Analyst and Risk Manager on 12/23/2019 once the refund had been processed.

Review of Transaction Supporting Documentation

Internal Audit reviewed the following documentation related to the subrogation demand:

- Origami notes detailing claim-related communication and action taken

- Original and supplementary invoices sent by the auto body shop
- Travelers reimbursement amount and City cashier's receipt
- Email communication between claims analyst, Travelers, and Finance
- Note: IA was unable to review the initial subrogation demand as documentation was not saved with the claim in Origami

The documentation for this claim was extremely thorough and the detailed notes kept by the Risk Analyst in Origami made it clear that the handling was a straightforward mistake; there was no intent by any parties involved to be less than fully transparent.

Conclusion

Based on inquiry and procedures performed, the subrogation error appears to be an isolated incident and has since been corrected. The root cause is likely a combination of factors including: the instance of an insurance overpayment had never occurred before and the Risk Division had a new Risk Manager hired in November 2019, so secondary review procedures and comfort in seeking supervisor feedback were still being established. The Risk Division should implement mitigating preventative controls to reduce the risk of future recurrence.

Recommendations

Risk Division Management should:

- A. Implement a secondary review of incoming subrogation payments to verify the transaction is processed appropriately including, but not limited to:
 - All supporting documentation is saved with the claim in Origami
- B. Consider implementing relevant recommendations from the forthcoming WC audit which are relevant to other claims processing including, but not limited to:
 - Establishing periodic supervisor reviews of ongoing and closed claims
 - Documenting enhanced policies and procedures

Management Response

- A. **Partially Concur.** Risk Management will ensure all supporting subrogation payment documentation is attached in the Origami claim files. In addition, a secondary review of incoming subrogation payments that do not align with the subrogation demand sent by the City will occur. Estimated completion - complete
- B. **Concur.** Risk Management manages property, auto, liability and other coverage line claims in a collaborative manner, so the supervisor is familiar with claim details and claim status at all times.



S U R P R I S E

A R I Z O N A

Surprise Stadium Box Office Cash Handling

March 3, 2020

Table of Contents and Scope

Surprise Stadium Box Office Citywide Cash Handling Report

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Purpose, Scope, and Objectives

As part of the approved FY2020 Annual Audit Plan, Internal Audit (IA) reviewed compliance with cash handling procedures. The review objectives were to:

1. Determine if controls are in place to safeguard and protect City of Surprise (City) cash.
2. Determine if the staff complies with citywide cash handling policies and procedures.

IA performed procedures including the following:

- Inquiry with Finance, Information Technology (IT), and cash-handling line staff and supervisors throughout various City departments.
- Surprise cash counts and observations at sites and events that handle cash
- Review and analysis of various Munis Cashiering Module reports, user access lists, and recorded video monitoring.

The Surprise Stadium Box Office (Box Office) is one of the surprise observation locations. Not all audit procedures performed are applicable to all locations.



*Photo Source: Surprise Stadium Ticket Website (<https://www.surprisestadium.com/tickets>)

Executive Summary

Cactus League Spring Training Major League Baseball generates over \$6 million in gross revenue and attendance numbers of over 180,000 people annually. A majority of these ticket sales are processed through the Box Office electronically or in person, located at the entrance to the stadium. Revenue from ticket sales can be collected via cash, check, or credit card at the Box Office, over the phone, or through an order form available online. The Box Office is staffed with part-time seasonal City employees and overseen by Sports and Tourism full-time staff.

In Fiscal Year (FY) 2020, IA assessed the design and operating effectiveness of internal controls around cash handling at multiple City locations, including the Box Office, focusing on safeguarding of financial assets and compliance with citywide cash handling policies. The audit procedures performed at the Box Office indicate that defined controls exist around recurring training of employees, dual custody of cash, recurring cash counts, physical security of the controlled area, and safe deposit and change management procedures to materially ensure the accuracy and completeness of the Box Office's cash. No material deficiencies nor high risk observations in the Box Office's internal control structure were noted. Observations were identified related to securing hard copy credit cardholder data and documenting change bank overage policies.

The Box Office review was a surprise site audit as part of the Citywide Cash Handling Audit. Refer to the Central Cashiering Audit Report for additional details.

Observations

1. Management should secure credit cardholder data obtained for refund transactions at the Box Office in compliance with City policy.
(Page 4)
2. Management should develop and document procedures for change bank overages / shortages in alignment with best practices.
(Page 5)

Observation Risk Rating



Audit observations have been assigned a qualitative assessment of high, moderate, or low priority based on the need for action or correction. Refer to the rating definitions on page 5.

Detailed Observation: Moderate Risk

Observation	Recommendation	Management Response
1 – Management should secure credit cardholder data obtained for refund transactions at the Box Office in compliance with City policy. Most ticket transactions are processed through the ProVenue system but some hard copy ticket order forms and refund forms (used for game cancellations) containing customer credit card information are utilized. These forms are collected by Box Office staff and processed by a supervisor; once the transaction is complete, the forms are retained until all are shredded at fiscal year end. The City's Finance Department Cash Handling Policies and Procedures states: "Written or computer-stored customer debit/credit card data may not be retained after the transaction is complete unless for an official business purpose approved by the Revenue Manager. Data must be secured at all times in a locked drawer or safe within a controlled access area, or if stored on a computer, file must be secured." Infrequency of refund requests and lack of procedure to secure payment card information like cash may lead to non-secure storage of credit card information. Through observation in the Box Office, IA noted that multiple refund forms containing customer's full name, credit card number, and expiration date were stored in a high-traffic area (next to staff sign-in sheet) of the secured Box Office for at least four hours before being processed by a manager. Risk: Accidental release or misuse of payment information	Management should: A. Establish and communicate procedures to staff and supervisors for securing any handwritten or physical copies of credit card information, either in the Box Office staff's individual cash drawers until ready for processing or in the supervisor's office safe. B. Obtain Revenue Manager approval for retention procedures for credit card information or destroy all copies of credit card information as soon as the transaction has been completed.	A. Concur. In the event of a cancellation, refund forms will be revised to reflect the necessary information needed to process the refund request and protect customer data. Revisions to Form: - Removal of Credit Card Information - Add Patron Account Number and or Transaction Number for Anonymous Transactions to accompany tickets. The Surprise Stadium Box Office ticket sellers will be directed to collect completed forms and submit directly to Box Office Manager On Duty for refund processing and secure storage. Forms and policy updates will be completed by the Box Office Supervisor by June 30, 2020. B. Concur. Box Office Refund Policy and Procedures and revised refund form will be submitted to Revenue Manager annually for review and approval. The Sports & Tourism Business Administration Manager will submit the policies and procedures to the Revenue Manager each year by June 30, 2020.

Detailed Observation: Low Risk

Observation	Recommendation	Management Response
2 – Management should develop and document procedures for change bank overages / shortages in alignment with best practices. A master change bank is maintained to make change for seller cash drawers when needed. The <i>Box Office Reconciliation End of Day Close-Out Procedures</i> include a Change Bank Verification Form to be used for the twice daily change bank count. The Box Office utilizes an Over/Short Form for seller drawers but not the change bank. There is no documented procedure for researching and resolving change bank variances. Per observation of Box Office closing procedures, it was noted there was a \$20 overage in the Box Office change bank. The overage was retained in the change bag and will be deposited at the end of the season. Risk: Root cause of overages / shortages may not be identified or corrected.	Management should: A. Document procedures for change bank variances including, but not limited to: - Outlining overage retention policies - Describing documentation and recordkeeping standards for change bank overages / shortages - Performing and documenting results of a root cause analysis for overage / shortages	Concur. Box Office Change Bank Policy and Procedure shall include an overage/shortage line item on daily log sheet and reflected on close out documentation log for end of season reconciliation. Box Office and Change Bank Policy and Procedure will also reflect process for end of the season deposit and notate overage as a separate line item labeled “cash bank overage”. Operational cash overages and shortages should be recorded to provide an audit trail of these occurrences. The reconciliation process will identify the amounts of cash overages/shortages and box office management should investigate to determine the underlying cause (change banks, seller overages, etc). The policies and procedures will be updated by the Box Office Supervisor by June 30, 2020.

Audit Observation Risk Rating



Audit observations have been assigned a qualitative assessment of high, moderate, or low priority based on the need for action or correction:

- **High** – Represents an observation requiring immediate action to mitigate risks associated with the process being audited. High-risk observations should be implemented to mitigate current gaps in areas with a significant impact or high likelihood of loss or fraud related to City assets.
- **Moderate** – Represents an observation requiring timely action to mitigate risks associated with the process being audited. Moderate observations should be implemented to strengthen or increase efficiency in the internal control framework and mitigate the risk of loss to City assets.
- **Low** – Represents an observation for consideration by management for correction or implementation associated the process being audited. Low-risk observations should be implemented to improve efficiency and effectiveness of operations.

Appendix A – Standards and Acknowledgements

Audit Standards

The audit was conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

The scope of this audit included review and testing of the design, implementation, and operating effectiveness of key internal controls relevant to the audit's objectives. In accordance with GAGAS, IA verified the audit objectives and related controls identified address all 17 principles of the COSO framework. Though some control weaknesses were identified and are included in the Detailed Observations section of this report, none rose individually or cumulatively to the level of a Box Office division or city-wide internal control deficiency.

This project was not intended or designed to be a detailed study of every relevant procedure, regulation, system, or transaction. As such, the conclusion and recommendations contained in this report may not include all areas which may need improvement.

Data Reliability

The data utilized for the work performed was primarily obtained from Munis Cashiering Module, the City of Surprise's financial systems of record. Other departments (e.g. Sports and Tourism Box Office may use other ticketing systems which were not reviewed in detail). Munis data reliability is materially verified annually via the audit of the Munis financial reports and the Comprehensive Annual Financial Report (CAFR) performed by the City's external auditor. IA identified no errors or limitations in the data material in context of the work performed and determined the data utilized is sufficiently reliable given its intended use.

Acknowledgements

IA appreciates the time City staff contributed to this review. IA would like to thank all of the departments and individuals involved in the project for their considerable cooperation.

We received input and assistance from the following departments / divisions:

- Finance (Revenue Management / Cashiering)
- Sports and Tourism (Surprise Stadium Box Office)
- IT (Security)

Auditors: Carol Holley and Alison Matthees

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S U R P R I S E

A R I Z O N A

Fleet Management Internal Audit Report

April 30, 2020

Internal Audit Report

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Image Source: City of Surprise Fleet Services Guide

Executive Summary and Observations

Executive Summary

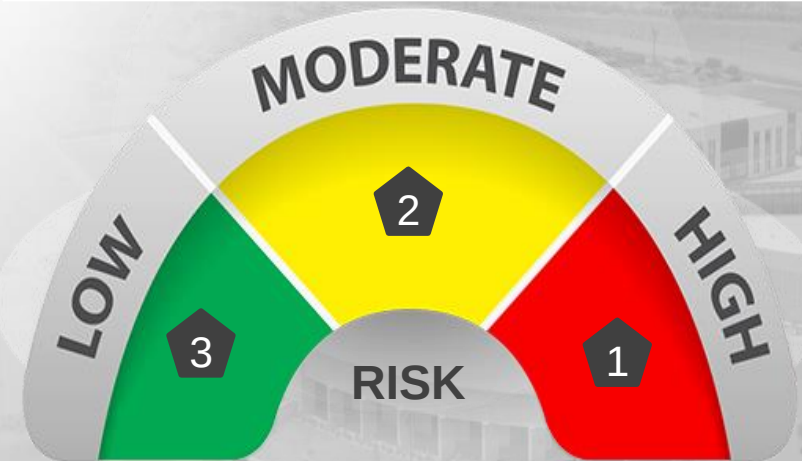
The City of Surprise's (City's) Fleet Management Division (Fleet Management or the division) of the Public Works Department is responsible for managing the acquisition, maintenance, and disposition of the City's fleet with a 14 person staff. Fleet Management maintains a 672 piece fleet inventory consisting of emergency SUV's and Sedans (21% of fleet), light, medium, and heavy duty trucks (23% of fleet), and trailers and utility carts (21% of fleet), along with refuse trucks, motorcycles, vans / busses, and other equipment.

In Fiscal Year 2020 (FY20), Internal Audit (IA) assessed the design and operating effectiveness of Fleet Management's internal controls and procedures. Procedures performed indicate that defined controls exist around asset acquisition and disposal, inventory receipt, and work order management. No material deficiencies in the division's internal control structure were noted. There were some areas for improvement discussed with Fleet Management which are not included as audit observations as the division is aware of and / or working on plans for improvement. These include: 1) due to current space limitations, inventory was not stored in a secured area and had not been reconciled since the prior year; 2) due to Fleet Technician (Tech) workload, Fleet Management is behind on performing preventative maintenance and repair work orders by a monthly average of 350 preventative maintenance appointments and 120 work orders; and 3) due to a recent update in asset disposal process, the Procurement Division is updating policies accordingly. Observations were noted around inventory management on an ongoing basis and during the division relocation and around securing assets through user access restrictions.

Observations

1. Fleet Management should develop and document asset management procedures to ensure security of parts and tools during the departmental move to the new fleet facility in April 2020. (Page 5)
2. Fleet Management should establish formal inventory records and procedures around parts on hand pending return to suppliers for credit or sale as surplus goods. (Page 6)
3. Fleet Management should ensure sufficient systematic user access restriction and segregation of duties exist to safeguard City fleet assets. (Page 7)

Observation Risk Rating



Audit observations have been assigned a qualitative assessment of high, moderate, or low priority based on the need for action or correction. Refer to the rating definitions in Appendix B.

Background, Objectives, and Scope

Background

Fleet Management has grown with the City as fleet size and complexity of needs has increased. The division implemented new AssetWorks software for managing the motor pool, maintenance and work orders, and inventory in 2017. The most recent significant change for Fleet Management was moving into the new Public Works Operations facility in the spring of 2020 which allows for enhanced employee safety, security of parts and tools and room for growth (See comparison photos below).

Each City department pays for its own vehicles, fuel, and the parts necessary for vehicle repairs out of their individual budgets with Fleet Management coordination. Fleet Management works with departments to prepare and approve new vehicle checklists, orders and bills departments for parts required for repairs, and purchases specialty tools for general use by Fleet Techs. Fleet Management employs a number of Fleet Techs whose work is overseen and reviewed for quality by the Fleet Leads. One Fleet Tech serves in the role of dedicated storekeeper for the parts and tools inventory and the Administrative Specialist serves as a contracts and invoice manager.

Old Fleet Facility



Image Source: IA (Alison Matthees)

New Fleet Facility – Public Works Operations Center



Audit Objectives

The objective of the Fleet Management audit was to:

1. Determine if controls are in place to protect and safeguard City assets.

This audit did not comprehensively review regulatory requirements and is not intended to conclude the City is in compliance with all applicable regulations.

Scope / Methodology

The scope of the audit was for the period of January 1, 2019 to March 31, 2020. Procedures included:

- Interviews and discussions with Fleet Management, Information Technology (IT), and Finance (Procurement) personnel
- Review of fleet-related policies and procedures
- Analysis and sample-based testing of AssetWorks data and supporting documentation around fleet assets and inventory
- Testing of the design, implementation, and operating effectiveness of key internal controls relevant to the objectives

Detailed Observation – High Risk

Observation	Recommendation	Management Response
1 – Fleet Management should develop and document asset management procedures to ensure security of parts and tools during the departmental move to the new fleet facility in April 2020. Fleet Management is moving its operations from the overcrowded and over-programmed Vehicle Maintenance Facility, near Grand Avenue and Dysart Road, into the bond-funded Public Works Operations Facility, next to the water plant at Cactus and Litchfield roads, scheduled to open at the end of March. Fleet Management staff and management are moving new equipment (e.g. parts washer), tools, shop stock, and all parts inventory and spare parts (with the exception of tires), independently with rented trucks. Fleet Management's operational and budgetary decision to manage the move internally eliminates the formal inventorying that would be done with third-party moving services. The City's Finance Department Standard Operating Procedure for inventory of equipment and supplies states: "Each City department is responsible for exercising general supervision and control over inventories of equipment and supplies." Based on inquiry performed, Fleet Management has outlined general plans for the move and received input from the City Attorney's Office but, at the time of the audit, does not have detailed procedures outlined to ensure that all parts and tools are moved securely to the new location. Risk: Accidental loss or theft of assets	Fleet Management should: A. Develop procedures to be utilized while moving tools and parts between locations to ensure all parts and tools are moved and reduce the risk of loss or theft. Options to be considered may include, but are not limited to: - Counting and recording items by description or location when being loaded and unloaded. - Locking trucks with key's restricted to assigned individuals at start and end point and not provided to vehicle drivers. - Inventory any capital assets and any other high dollar value assets (parts, tools, and equipment) before and after the move.	A. <i>Partially Concur.</i> Fleet Maintenance will follow certain inventory controls during the move to the new Maintenance Facility to mitigate the risk of loss or theft of City assets without performing a full 100% inventory count. Details of procedures to be performed continue in Appendix A – Management Response Detail <i>Internal Audit Note: As the fleet operations move occurred before this report was issued, this recommendation was communicated with the department in advance of report issuance.</i>

Detailed Observation – Moderate Risk

Observation	Recommendation	Management Response
2 – Fleet Management should establish formal inventory records and procedures around parts on hand pending return to suppliers for credit or sale as surplus goods. Fleet Management has implemented formal policies around inventory management for parts and tools including periodic inventory counts. The division plans to further secure and formalize inventory management upon moving to the new Public Works facility which was designed with secure parts, tire, and tool storage. Fleet Management does not have procedures around: 1) core management for parts to be returned to suppliers for a credit; 2) unused but incomplete parts / kits; or 3) parts waiting to be sold as surplus. The City's inventory policy states, "Each City department is responsible for exercising control over inventories of equipment and supplies. City policy is that all City assets are tracked including surplus, obsolete items, and items waiting to be sold." Based on testing performed, three of 20 parts inventoried were not recorded as inventory in AssetWorks. Two were removed as a component from a large kit and not utilized, but saved in case of future need and the third hadn't been used in a number of years and is stored with other parts that will eventually be sold as surplus parts. Additionally, the City retains cores but does not have a formal core management, tracking, or inventory process. Risk: • Inaccurate records and potential for loss or fraud	Fleet Management should: A. Work with Procurement to continue development of a core tracking system to include, but not limited to: - Record of value of pending core credits for each supplier - Any applicable deadlines or due dates for core returns for credit - Quantity and condition of cores on hand recorded in AssetWorks and included in inventory procedures B. Develop independent tracking mechanism for, or include in inventory counts and AssetWorks, parts that are unused pending sale as surplus goods or that were removed and unused as part of a larger parts kit.	A. Concur. Fleet Maintenance will follow certain procedures around parts on hand pending return to suppliers for credit or sale as surplus goods. Fleet Maintenance will work with Procurement to develop a Core Return policy. This will include the process, due dates and condition. This will be completed by December 31st, 2020 B. Concur. Fleet Maintenance will follow certain procedures around parts on hand pending return to suppliers for credit or sale as surplus goods. Fleet Maintenance will develop an area for all return, repair, core and incomplete kits. The shelves will be labeled and each item will have a colored sticker identifying the issue. This has been completed.

Detailed Observation – Low Risk

Observation	Recommendation	Management Response
3 – Fleet Management should ensure sufficient systematic user access restriction and segregation of duties exist to safeguard City fleet assets. Fleet Management has used AssetWorks for fleet, maintenance and repair, work order management, parts receiving, and inventory management since its implementation in 2017. The Human Resources Department uses AssetWorks to manage the City's motor vehicle pool. All City employees have limited access to Asset Works to reserve a motor pool vehicle and submit a work order for fleet repair work. The City's IT policy states, "Each user's access privileges must be: authorized according to business needs, restricted to least privileges necessary to perform job responsibilities, and assigned based on job classification and function." Access to AssetWorks was set-up with the software vendor in 2017, prior to IT access management for the system. Based on inquiry and testing performed, for two employees in AssetWorks, the users have access to make changes when inquiry only access would be sufficient for the review and monitoring procedures their roles require. For two other employees with elevated access to add / modify in AssetWorks, the employees are not members of Fleet Management and do not require elevated access. Additionally, for one of the 15 user groups tested (Storekeeper), access does not align with segregation of duties best practices. Risk: Unauthorized changes to fleet or inventory records	Fleet Management should: A. Work with IT to remove elevated access levels for any inappropriate users and reduce access levels for members of the department who perform review and monitoring procedures who need inquiry access only. B. Align the Storekeeper user group with inventory and receiving segregation of duties best practices or, where the division's small size does not allow for sufficient segregation of duties, implement mitigating review controls (e.g. monthly review of any inventory adjustments made) completed by an employee without access to update selected area.	A. Concur. Fleet Maintenance will work with our Business Management Analyst to ensure sufficient systematic user access restriction and segregation of duties exist to safeguard City fleet assets. The fleet manager will work with our Business Management Analyst to ensure the proper users are assigned the accurate access levels. This will be complete by December 31st, 2020. B. Concur. Fleet Maintenance will work with our Business Management Analyst to ensure sufficient systematic user access restriction and segregation of duties exist to safeguard City fleet assets. The fleet manager will work with our Business Management Analyst to ensure the proper access levels are identified for the storekeeper position. This will be complete by December 31st, 2020

Appendix A – Management Response Detail

Observation 1 Management Response (Continued from Page 5)

Observation 1: Fleet Management should develop and document asset management procedures to ensure security of parts and tools during the departmental move to the new fleet facility in April 2020.

Management Response

A. Partially Concur. Fleet Maintenance will follow certain inventory controls during the move to the new Maintenance Facility to mitigate the risk of loss or theft of City assets without performing a full 100% inventory count as follows:

- Individual parts are currently on shelves and labeled. These shelves will be shrink wrapped and numbered accordingly. To ensure delivery the shelves will be counted on an inventory transfer sheet by the Fleet Manager or Fleet Supervisor while loading. When delivered to the new maintenance facility they will be checked off as delivered by the Fleet Manager or Supervisor.
- All capital assets have designated location on the construction plans and are numbered accordingly. All capital assets will be labeled with the corresponding number from the construction plan before the move. They will be documented on the inventory transfer sheet by the Fleet Manager or Fleet Supervisor while loading. When delivered to the new maintenance facility they will be checked off as delivered by the Fleet Manager or Supervisor when unloaded to their designated location.
- All loose items around the shop and office will be placed in totes. These totes will be numbered accordingly. To ensure delivery the totes they will be counted on an inventory transfer sheet by the Fleet Manager or Fleet Supervisor while loading. When delivered to the new maintenance facility they will be checked off as delivered by the Fleet Manager or Supervisor.
- The moving trucks carrying the inventory and capital assets will be secured by a lock by the Fleet Manager or Fleet Supervisor only. The Fleet Manager or Fleet Supervisor will be the only ones to maintain the key or combination until delivered. The Fleet Manager or Fleet Supervisor will open the moving trucks when they arrive at the new maintenance facility.
- After all inventory items and capital assets are delivered to the new maintenance facility and checked off the inventory transfer sheet as being delivered, the Fleet Manager or Fleet Supervisor will sign off on the inventory transfer sheet as being completed and accounted for.

Appendix B – Data Reliability and Risk Rating

Data Reliability

The data utilized for the work performed was either obtained from Munis, the City's financial system of record, or from Fleet Management's asset management software, AssetWorks.

Munis data reliability is materially verified annually via the audit of the Munis financial reports and the Comprehensive Annual Financial Report (CAFR) performed by the City's external auditor. Additionally, as part of testing procedures for this fleet management audit, IA performed testing on samples of assets and identified no errors or limitations in the data material in context of the work performed. Though there were some inventory variances noted in testing, they are addressed in recommendations included and Fleet Management plans for inventory management at the new facility. They were not material in context of the work performed.

Internal Audit determined the data utilized is sufficiently reliable given its intended use.

Audit Observation Risk Rating

Audit observations have been assigned a qualitative assessment of high, moderate, or low priority based on the need for action or correction:



- High – Represents an observation requiring immediate action by management to mitigate risks associated with the process being audited. High-risk observations should be implemented to mitigate current gaps in areas with a significant impact or high likelihood of loss or fraud related to City assets.
- Moderate – Represents an observation requiring timely action by management to mitigate risks associated with the process being audited. Moderate risk observations should be implemented to strengthen or increase efficiency in the internal control framework and mitigate the potential risk of loss to City assets.
- Low – Represents an observation for consideration by management for correction or implementation associated the process being audited. Low-risk observations should be implemented to improve efficiency and effectiveness of operations.

Appendix C – Standards and Acknowledgements

Audit Standards

The audit was conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

The scope of this audit included review and testing of the design, implementation, and operating effectiveness of key internal controls relevant to the audit's objectives. In accordance with GAGAS, IA verified the audit objectives and related controls identified address all 17 principles of the COSO framework. Though some control weaknesses were identified and are included in the Detailed Observations section of this report, none rose individually or cumulatively to the level of a Fleet Management Division or City-wide internal control deficiency.

This project was not intended or designed to be a detailed study of every relevant procedure, regulation, system, or transaction. As such, the conclusion and recommendations contained in this report may not include all areas which may need improvement.

Acknowledgements

IA appreciates the time City staff contributed to this review. IA would like to take this opportunity to thank all of the departments and individuals involved in the Workers' Compensation Audit for their considerable cooperation.

We received input and assistance from the following:

- Fleet Management Division (Public Works Department)
- Procurement Division (Finance Department)
- Information Technology Department

Auditor: Alison Matthees, MPA, CIA

Surprise Internal Audit

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S U R P R I S E

A R I Z O N A

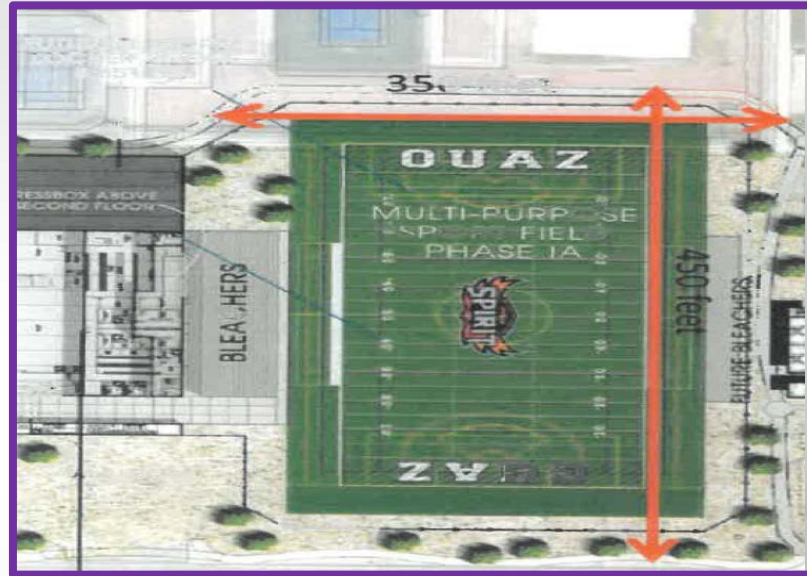
Sports & Tourism Temporary License Contract (Pre-Construction Access)

January 27, 2020

Table of Contents and Scope

Nonexclusive Temporary License to Enter Agreement Continuous Review Summary

Executive Summary	Page 3
Detailed Observations: Low Risk	Page 4
Appendix	
A – Standards and Acknowledgements	Page 5



Purpose and Scope

As part of the approved FY2020 Annual Audit Plan, Internal Audit (IA) selected the Sports & Tourism Nonexclusive Temporary License to Enter contract for audit. The objectives of the audit were to:

- Determine whether the contract terms were complied with.
- Determine whether the contract was executed in compliance with City of Surprise (City) policies and procedures.

IA performed the following procedures as part of the audit:

- Reviewed monthly rent payment trends recorded in Munis for the period of October 2017 to April 2018
- Reviewed and discussed the contract and amendment terms, conditions, and retention procedures with Sports & Tourism, Finance, and the City Clerk's Office
- Reviewed applicable City procurement and records retention policies and procedures

Summary and Conclusion

The City entered into a pre-construction access license contract with Ottawa University (Ottawa) on March 30, 2017. The agreement granted temporary right and privilege of ingress and egress over a paved driveway owned by Ottawa and the City at the northwest corner of North Civic Center Drive and West Tierra Buena Lane, the site of the future athletic complex completed in 2019.

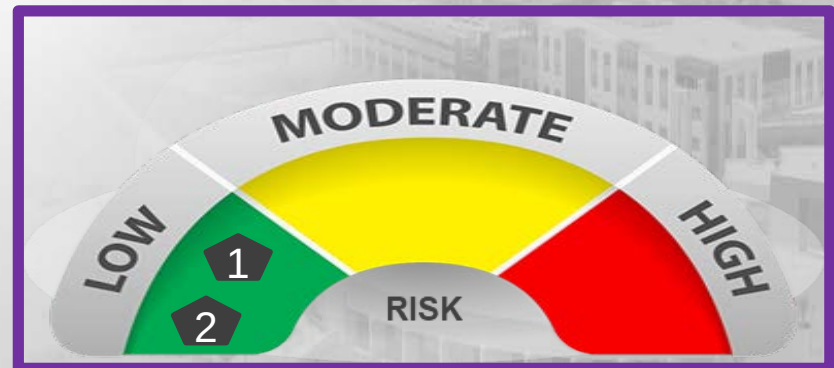
The contract granted Ottawa access to enter and exit the paved driveway jointly owned by Ottawa and the City, for which the City has the majority ownership. The terms of the contract allowed Ottawa access to the City-owned portion of the shared driveway to conduct soils testing, surveying, preparation of construction plans, conducting at risk grading, excavation, and similar activities.

The rights and privileges granted in the contract were effective as of February 1, 2017. Two contract amendments were issued to amend the original agreement on May 18, 2017 and July 26, 2017. The second amendment added a monthly rent component to the contract. A total of \$16,673.30 in monthly rental income was collected under the contract for the periods of October 2017 to April 2018. The contract expired on March 20, 2018, when the Ottawa land agreement was executed.

Audit procedures performed by IA determined contract terms and conditions were complied with. The contract was processed in compliance with City policies and procedures. No high-risk exceptions were noted. Opportunities were identified to strengthen the language in future contracts by stating a specific payment due date and including a late payment penalty clause. Refer to the Detailed Observation section starting on page four of the report for additional information.

Opportunities for Improvement

1. Contract payment terms are not always explicitly expressed..... *Page 4*
2. An official copy of contracts and amendments should be provided to the City Clerk's Office for filing as part of official City documents.....*Page 4*



Audit observations have been assigned a qualitative assessment of high, moderate, or low priority based on the need for action or correction. Refer to the rating definitions in Appendix A.

Observation	Opportunity for Improvement	Management Response
1. Contract payment terms are not always explicitly expressed. The second amendment to the Nonexclusive Temporary License to Enter was executed on July 26, 2017. Section 1.3 of the amendment incorporated a “monthly rent” in the amount of \$2,381.90. A specific payment due date and a late payment penalty clause were not included in the contract. Contract language should explicitly express all pertinent terms of the agreement. Risk • Potential delay in receipt of monthly rental revenue	Sports & Tourism should: 1. When applicable, ensure all future contract language explicitly express all pertinent terms of the agreement including, but not limited to: • Specific payment due date • Late payment penalty clause	Concur. The Business Administration Manager will develop a policy and procedures in coordination with the appropriate City department by June 30, 2020 to ensure that when applicable, all contract language will include specific due dates for payments and a late payment penalty clause.
Observation	Opportunity for Improvement	Management Response
2. An official copy of contracts and amendments should be provided to the City Clerk’s Office for filing as part of official City documents. A copy of the Nonexclusive Temporary Lease contract, amendments, and signature delegation memo were not saved in the City Clerk’s Office Laserfische database. During the audit, a copy of the documents was provided to the City Clerk’s Office for filing. Sec. 2-162, Powers and Duties of Office, of the municipal code, requires the City Clerk’s Office to keep and maintain official copies of City documents, including contracts. Risk • Potential increase in the time required to respond to a Public Records request	Sports & Tourism should: 2. Ensure copies of contracts, amendments, and applicable signature delegation memos are submitted to the City Clerk’s Office for filing.	Concur. The Business Administration Manager will develop a policy and procedures for the Sports & Tourism department by June 30, 2020 to ensure that all applicable documents are submitted to the City Clerk’s Office.

Appendix A – Standards and Acknowledgements

Audit Standards

The audit was conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

The scope of this audit included review and testing of the design, implementation, and operating effectiveness of key internal controls relevant to the audit's objectives. In accordance with GAGAS, IA verified the audit objectives and related controls identified address all 17 principles of the COSO framework. Though some control weaknesses were identified and are included in the Detailed Observations section of this report, none rose individually or cumulatively to the level of a Risk Division or city-wide internal control deficiency.

This project was not intended or designed to be a detailed study of every relevant procedure, regulation, or transaction. As such, the conclusion and recommendations contained in this report may not include all areas which may need improvement.

Risk Rating



Audit observations have been assigned a qualitative assessment of high, moderate, or low priority based on the need for action or correction:

- High – Represents an observation requiring immediate action by management to mitigate risks associated with the process being audited. High-risk observations should be implemented to mitigate current gaps in areas with a significant impact or high likelihood of loss or fraud related to City assets.
- Moderate – Represents an observation requiring timely action by management to mitigate risks associated with the process being audited. Moderate risk observations should be implemented to strengthen or increase efficiency in the internal control framework and mitigate the potential risk of loss to City assets.
- Low – Represents an observation for consideration by management for correction or implementation associated the process being audited. Low-risk observations should be implemented to improve efficiency and effectiveness of operations.

Acknowledgements

IA appreciates the time City staff contributed to this project. We received input and assistance from the following:

- City Clerk's Office
- Finance-Procurement
- Sports & Tourism
- Risk Management
- Development Services

Auditor: Carol Holley

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S U R P R I S E

A R I Z O N A

**Bond Summary
Traffic Congestion Mitigation
as of February 2020**

March 23, 2020

Table of Contents and Scope

Traffic Mitigation Bond Summary

Executive Summary

Page 3

Appendix

A – Standards and Acknowledgements

Page 4

Purpose and Scope

As part of the approved FY2020 Annual Audit Plan, Internal Audit (IA) developed continuous review procedures around high-risk areas including the monitoring of 2017 General Obligation (GO) Bond projects. The review objective was to determine if bond funds were spent appropriately for the purposes voted on by residents. The audit did not cover a review of debt compliance and financial reporting procedures.

IA selected traffic mitigation bond project (2017 GO Bond Question #3) for review. IA performed procedures including the following:

- Inquiry with Public Works (PW) and Finance Department personnel
- 100% vendor verification of bond account expenditures
- Random sample-based comparison of invoices to contract rates and purchase orders (PO's)

Refer to the FY2019 Bond Summary – Pavement Preservation for details around project management procedures and project timelines. In addition to expenditure testing, IA verified all relevant procedures and controls outlined in the FY2019 Bond Summary are still in place.

DECIDE
SURPRISE

GENERAL OBLIGATION
BOND 2017

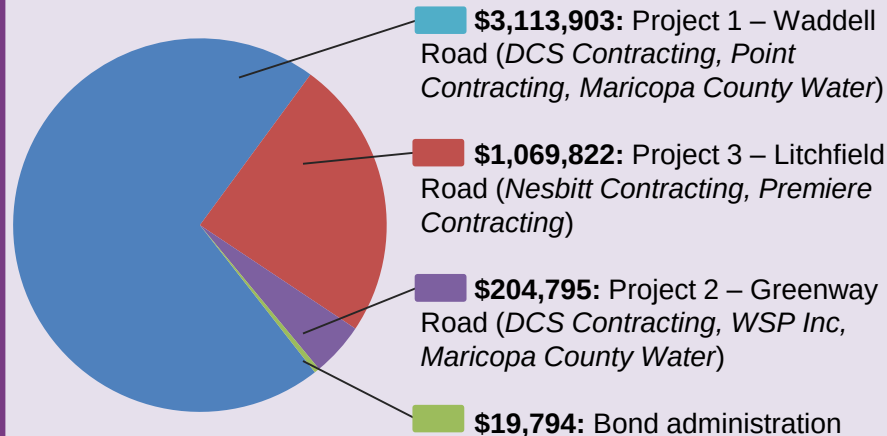
Executive Summary

How are voter-approved traffic mitigation bond funds being spent? (As of February 13, 2020)

Election Question:

Shall the City incur indebtedness in a total principal amount not to exceed \$15,500,000 for **traffic congestion mitigation projects including the costs to design, improve, construct and reconstruct roadways?***

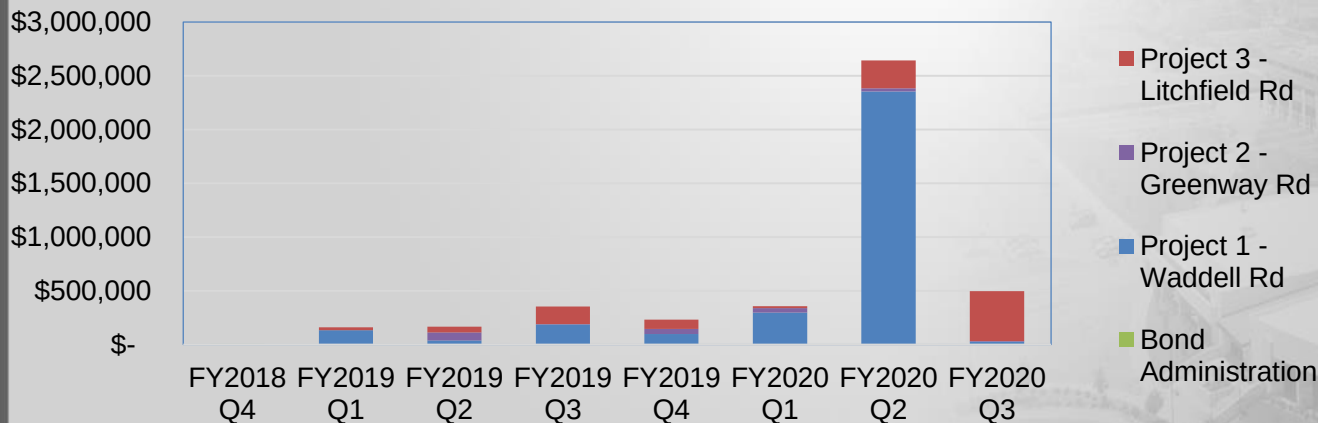
\$4,408,315 spent as of 2/13/2020 (\$15,500,000 Total Budget)



Conclusion

Based on inquiry and testing performed, IA determined bond funds for traffic mitigation were being spent in alignment with voter approved purposes. No material observations or recommendations for improvement were noted.

Quarterly Spending on Traffic Congestion Mitigation Bond Projects



Project / Spending Timeline

The Litchfield and Waddell Road projects are both currently under construction while Greenway Road is currently in the design phase with construction scheduled to start summer of 2020. These projects are not solely funded with bond proceeds and costs may be shared by other funds or external parties (e.g. developers, Highway user revenue fund).

* The bond question also includes: acquisition and installation of street lights, traffic signals, improvement, traffic safety devices, drainage improvements, retention basins, landscaping, relocation of existing infrastructure appurtenances, and to acquire land and interests in land for right-of-way therefor. In addition to each specific authorized purpose, bond proceeds may be used to pay for bond insurance or other credit support for the Bonds, all legal, accounting, financial, architectural, design, engineering, and construction management costs and all other costs incurred in connection with the issuance of the bonds and the purposes set forth in the question.

Appendix A – Standards and Acknowledgements

Non-Audit Services

The work detailed in this report is part of IA's continuous review program and does not constitute an audit as defined by and conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Performing this continuous review work, by itself or in aggregate with other non-audit services provided, does not create any threats to the independence of the IA function.

This project was not intended or designed to be a detailed study of every relevant procedure, system, or transaction. As such, the conclusion and recommendations contained in this report may not include all areas which may need improvement.

Data Reliability

The data utilized for the work performed was primarily obtained directly from Munis, the City of Surprise's financial system of record. Munis data reliability is materially verified annually via the audit of the Munis financial reports and the Comprehensive Annual Financial Report (CAFR) performed by the City's external auditor.

Additionally, as part of testing procedures for this bond summary project, IA performed testing on samples of invoices, contracts, and PO's including agreement to data in Munis and identified no errors or limitations material in context of the work performed.

IA determined the data utilized is sufficiently reliable given its intended use.

Acknowledgements

IA appreciates the time City staff contributed to this review. IA would like to take this opportunity to thank all of the departments and individuals involved in the Bond Summary project for their considerable cooperation.

We received input and assistance from the following departments / divisions:

- Public Works (Engineering)
- Finance

Auditor: Alison Matthees, MPA, CIA

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S U R P R I S E

A R I Z O N A

Annual Internal Audit Activity Report

FY2019-2020

August 27, 2020

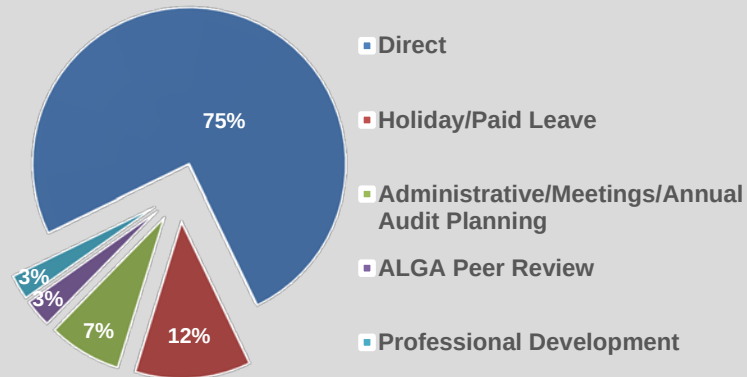
Table of Contents

Table of Contents		Background
BACKGROUND	Page 2	The Annual Internal Audit Activity Report (Report) serves to communicate the outcomes of the City of Surprise (Surprise) Internal Audit (IA) activity for FY2019-2020 and reference goals for FY2020-2021. In August 2020, Surprise IA benchmarked several metrics against other local municipal IA programs (Avondale, Glendale, Maricopa County, Mesa, Peoria, Phoenix, Scottsdale, and Tempe). Not all metrics were reported or shared for all municipalities, and some variation may exist in the specifications of how a city calculates a particular metric; as such, the benchmarking numbers in this Report should be considered estimates. When measured by the number of full-time auditors, and with the 2020 addition of the Avondale IA program, Surprise is the largest local municipal IA program in the West Valley. During FY2019-2020, the Surprise IA program increased the number of audit and informational reports distributed by 50%. Staff updated procedures and implemented the 2018 updates to governmental auditing standards. Surprise IA initiated a monthly networking opportunity for West Valley municipal auditors to share auditing ideas and concepts. Compared with the available metric on direct audit hours efficiency rates, Surprise IA maintained a 4-5% direct audit hours efficiency rate within the range of other local valley-wide IA programs.
PRODUCTIVITY	Page 3	
<i>Available Audit Hours</i>	Page 3	
<i>Internal Audit Efficiency</i>	Page 3	
<i>Direct Audit Hours</i>	Page 3	
<i>Indirect Audit Hours</i>	Page 3	During FY2019-2020, the Surprise IA program increased the number of audit and informational reports distributed by 50%. Staff updated procedures and implemented the 2018 updates to governmental auditing standards. Surprise IA initiated a monthly networking opportunity for West Valley municipal auditors to share auditing ideas and concepts. Compared with the available metric on direct audit hours efficiency rates, Surprise IA maintained a 4-5% direct audit hours efficiency rate within the range of other local valley-wide IA programs.
BENCHMARKING and AUDIT TRENDS	Page 4	
<i>Surprise Audit Recommendations Issued in FY2019-2020</i>	Page 4	
<i>Summary of Surprise Audit Recommendations Monitored During FY2019-2020</i>	Page 4	
<i>Audit Recommendations Implementation Rates Valley-wide</i>	Page 4	
<i>Summary of Surprise Audit Recommendations Pending Completion on June 30, 2020</i>	Page 4	Surprise Internal Audit <u>Vision</u> The development of people, systems, and processes that delivers innovative and effective auditing services to the City of Surprise. <u>Mission</u> To provide independent, objective, accurate, and timely auditing services that are designed to improve operations, cultivate transparency, and accountability. For more information or to contact Internal Audit: https://www.surpriseaz.gov/2561/Internal-Auditor
STAFF DEVELOPMENT and IA PLANNING	Page 5	
<i>City Residents Per Internal Auditor as of 2019</i>	Page 5	
<i>Continuing Professional Education (CPEs)</i>	Page 5	
<i>Leveraging Technology</i>	Page 5	
<i>On the Horizon</i>	Page 5	

Productivity

Available Audit Hours

During FY2019-2020 **75%** of Available Audit Hours Were **Directly** Related to Conducting Audits:



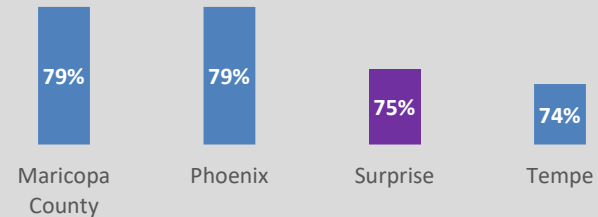
Direct Audit Hours

During FY2019-2020, Surprise IA used 3,077.50 direct audit hours out of 4,100 available hours to generate eight audits, two informational reports, and two quarterly recommendation status reports. Examples of observations rated as high-risk by Surprise IA included:

- Risk Division formalizing and documenting procurement relationships with frequent providers
- Risk Division establishing effective claim review procedures
- Fleet Management developing and documenting asset management procedures to ensure the security of parts and tools during the departmental move to a new fleet facility in April 2020
- Staff ensuring vendor assessment needs are accepted and signed off by applicable process owners before the Land Information System replacement agreement is approved and executed

Internal Audit Efficiency

Surprise IA's % of direct audit hours decreased from the prior fiscal year from 79% to 75% as staff worked to implement new auditing standards and experienced an increase in paid leave hours taken by staff in FY2019-2020.



Source: Self-reported by Valley-wide Internal Audit Departments

Indirect Audit Hours

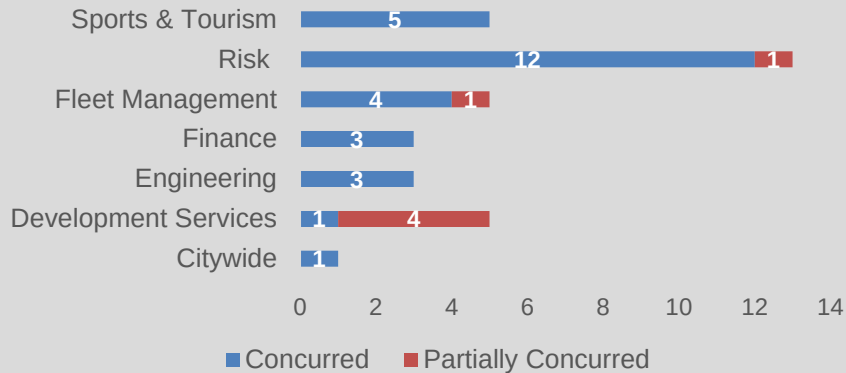
Surprise IA participated in the following committees and panels in FY2019-2020:

- Association of Local Government Auditors (ALGA) Regional Annual Conference Planning Committee
- Team member on ALGA Peer Review for San Gabriel Valley Council of Government, CA
- IDEA User Group - Initiated, hosted, and participated as a presenter in group training
- Community Outreach Committee member for the Institute of Internal Auditors (IIA) Phoenix Chapter
- Surprise Employee Dependent Scholarship Panelist
- Women Leading Government Committee member
- West Valley Auditors – initiated monthly networking meetings
- City of Surprise Point in Time Homeless Count volunteer

Benchmarking and Audit Trends

Surprise Audit Recommendations Issued in FY2019-2020

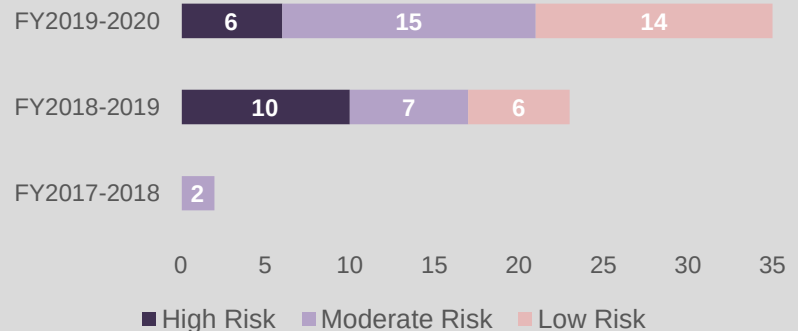
City departments concurred with **83%** of audit recommendations and partially concurred with **17%** of audit recommendations:



Summary of Surprise Audit Recommendations Monitored During FY2019-2020

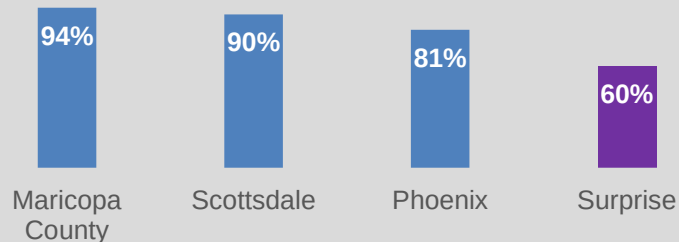
Surprise IA monitored 60 pending audit recommendations throughout FY2019-2020.

Year Issued



Audit Recommendations Implementation Rates Valley-wide

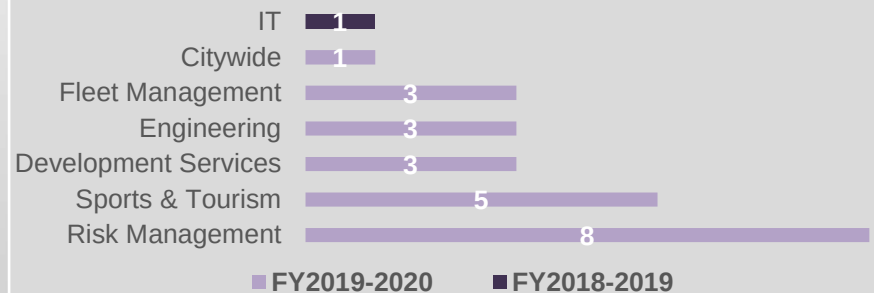
Surprise IA recommendations related to two audit reports completed near the end of FY2019-2020 are scheduled by staff for completion by December 31, 2020. Audit recommendations completed by December 31, 2020 will increase the Surprise implementation rate to 78%.



Source: Self-reported by Valley Internal Audit Departments

Summary of Surprise Audit Recommendations Pending Completion on June 30, 2020

In FY2019-2020, Surprise IA saw a 60% (36 out of 60) increase in the timeliness of staff's implementation of audit recommendations. Forty-two percentage (25 out of 60) of audit recommendations monitored in FY2019-2020 were between one to two years old. At the end of FY2019-2020, only one partially implemented audit recommendation from a previous year remained outstanding and pending completion.



Staff Development and IA Planning

City Residents Per Internal Auditor as of 2019

Municipality	Auditors Per Municipality	2019 Population	Residents Per Auditor
Tempe	5	195,805	39,161
Scottsdale	6.5	258,069	39,703
Phoenix	25.4	1,680,992	66,181
Surprise	2	141,664	70,832
Avondale	1	87,931	87,931
Mesa	5	518,012	103,602
Peoria	1	175,961	175,961
Maricopa County	19	4,400,000	231,579
Glendale	1	252,381	252,381

Source: IA Analysis of published City Full Time Equivalent (FTE) Data and Maricopa Association of Governments Population Estimates

Leveraging Technology

In FY2019-2020, Surprise IA looked for an opportunity to reduce the manual processes for managing IA audit recommendations by leveraging City-owned technology. IA worked with IT staff to use SharePoint as an electronic form and management tool for tracking and monitoring the status of management action plans related to audit recommendations and requests for audit documents. SharePoint is now used to:

- Automatically send departments reminder email notifications related to due dates for management action plan responses
- Request and track receipt of information requested for audit projects

Continuing Professional Education (CPEs)

Generally Accepted Government Auditing Standards (GAGAS)

4.16 require auditors to maintain their professional competence through at least 80 hours of CPEs every two years. During FY2019-2020, Surprise IA staff meet GAGAS professional competency requirements by participating and receiving at least 40 CPEs per staff member for FY2019-2020. An example of training topics taken by staff included:

- Information Technology (IT) Change Management and IT Auditing
- Data Analytics and Data Ethics
- Fraud Training
- Report Writing

In FY2019-2020, each Surprise IA staff member maintained a professional certification and an advanced degree.

On the Horizon

Annually, Surprise IA review accomplishments, training, and networking activities as a starting point to consider future opportunities for growth and the potential for adding additional value to the Surprise IA Program. During FY2020-2021, Surprise IA will:

- Prepare for Surprise IA's second ALGA Peer Review in compliance with GAGAS
- Expand the use of IDEA software and data analytics to review trends in City transactions
- Continue to develop the professional growth and certification of staff as an opportunity to increase value-added to the City by conducting the Surprise Municipal Court Triennial Review
- Update the Surprise IA citywide risk assessment as a tool to identify potential risk and for audit planning

Internal Audit
FY2020-2021 Annual Audit Plan
Ending April 31, 2021

Activities	Department	Objective	Estimated Audit Hours
FY2021 Audits			
Contract Management/Sundance Volunteer Controls	Sports & Tourism	1. Review and determine whether the Department is in: • Compliance with contract terms and conditions • Compliance with appropriate policies, laws, and regulations 2. Assess the: • Adequacy of controls in place for authorizing and monitoring expenditures • Adequacy of cash handling procedures • Effectiveness of the supervision of the volunteer team and its relationship with City staff 3. Adequacy of information technology systems	230
Internal Control Assessment	Citywide	To conduct an assessment on key City departments to identify potential high-risk activities that might impact City assets.	400
Water Asset Management	Water	• Review and assess the implementation process and system access in place for new software • Determine whether or not the City's Information Technology Change Management controls and best practices were followed.	400
Ambulance Contracts	Fire Medical	Determine compliance with ambulance contract terms and conditions.	400
Utility Billing Part II - Billings	Finance	Evaluate controls in place for collecting, recording and reconciling utility billing statements	800
Continuous Monitoring	Citywide	Potential Desk Audits/Management Requests/Quarterly Recommendation Status Report: • Session Planning – Various Departments • Terminated Employees – Exit Review • Detainee/Prisoner County Billing • Revenue Contracts • P-Card Review • GO Bond Summarization • Accounts Payable Transactions • Payroll Salary Variances • Court • Legal AZ Workers Act (E-Verify)	300
Total Direct Hours			2,530
Direct Hours%			74%
Administrative			
Risk Assessment	Citywide	Updated citywide 2015 citywide risk assessment	400
Audit Committee/City Council	NA	Preparation and attendance for periodic meetings	40
Annual Audit Reports	NA	Annual Audit Plan Annual Audit Activity Report	20
Meetings/Misc./ALGA Peer Review/New Hire Training & Orientation	NA	Misc. Meetings/Administrative Tasks/Unplanned management requests for service / Participate in an external Peer Review as a team member	62
Professional Development			



Internal Audit
FY2020-2021 Annual Audit Plan
Ending April 31, 2021

GAGAS 3.76 Requires auditors to obtain 80 CPEs every two years & new hire training	NA	To meet Government Auditing Continuing Professional Education standards	220
Benefit Hours			
Holidays/Closure	NA	City Holidays (7/1/2020 to 4/31/2021)	128
Paid Leave (PTO)	NA	PTO (7/1/2020 to 4/31/2021)	40
Total Indirect			910
Indirect Hours %			26%
Total Audit Hours			3440



City Council Presentation

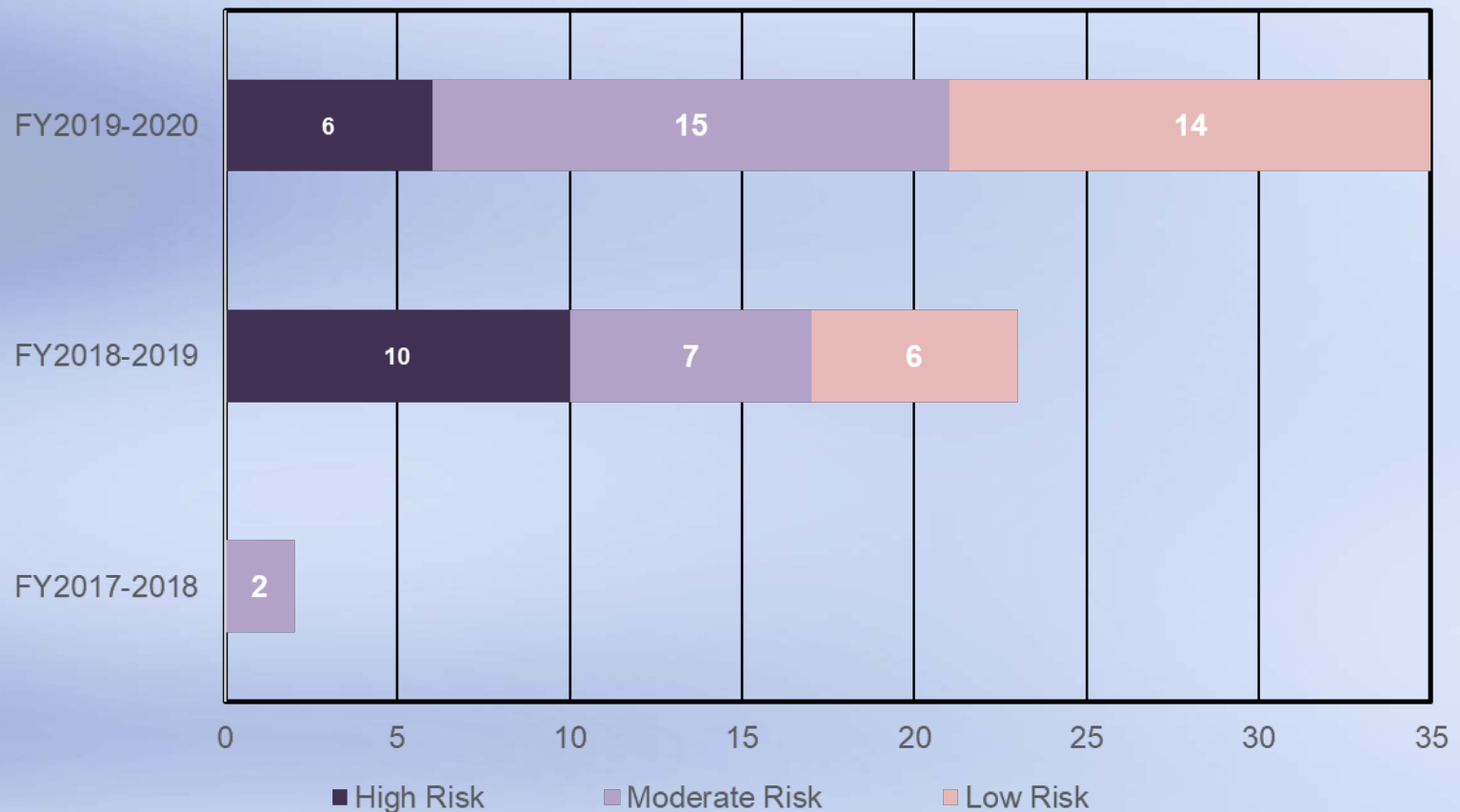
Audit Committee

January 5, 2021

Audit Committee



Internal Audit Monitored 60 Audit Recommendations throughout FY2019-2020:



Overview of Audit Recommendations:

- **Building Safety Permit Processing**
 - The needs assessment and acceptance of the LIS replacement system should be signed off by the Division and applicable process owners before the replacement agreement is approved and executed.
- **LIS Plan Review and Permit Records**
 - Develop a plan for assessing the status of LIS Engineering plan review and permit records updated with a permit “Issue Date” and without updated payment information
- **Workers’ Compensation**
 - Formalize and document procurement relationships with frequent providers
 - Perform an analysis of vendors and their annual spend at least once every two years
 - Establish claim review procedures
- **Subrogation Error – Risk Division**
 - Implementation of a secondary review of subrogation payments to verify the transaction is processed appropriately

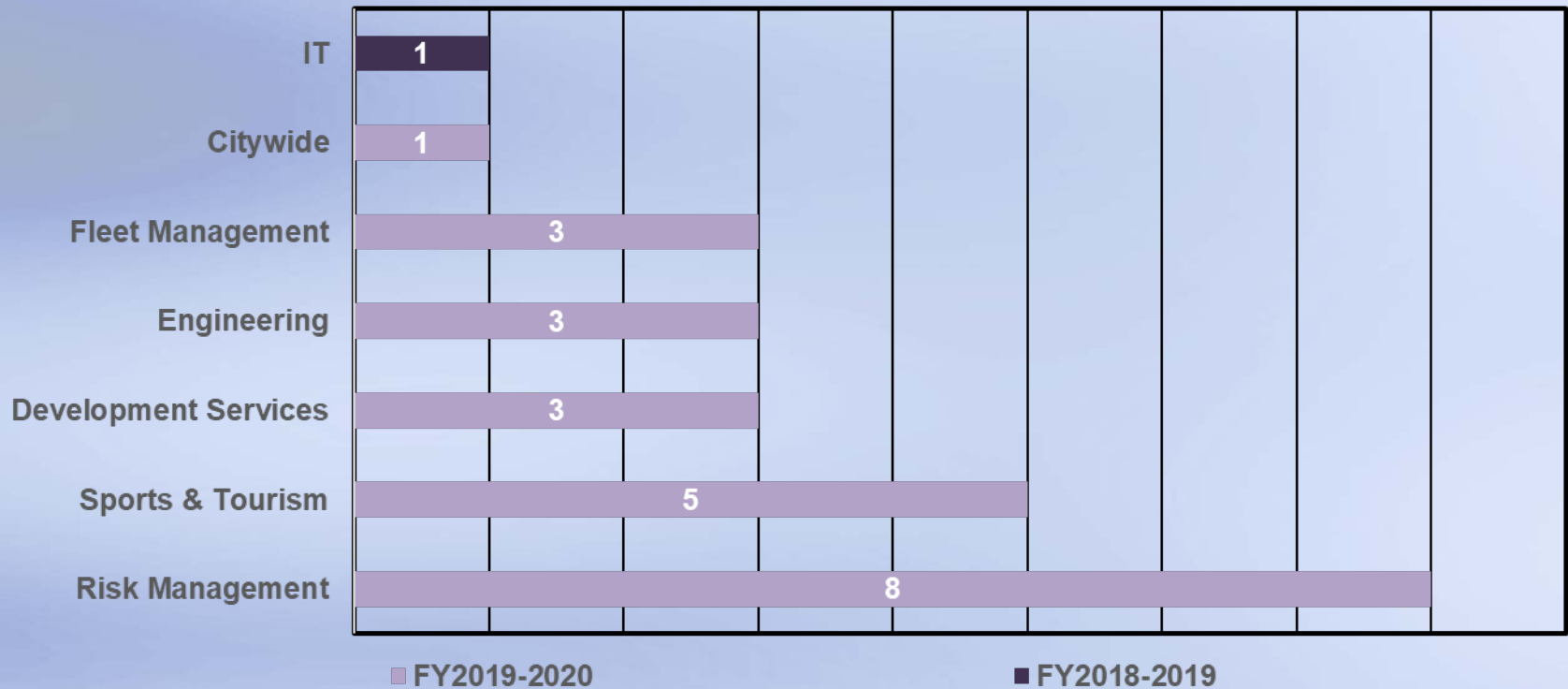
Overview of Audit Recommendations – cont.:

- **Surprise Stadium Box Office Cash Handling**
 - Establish procedures for securing and handling credit cardholder data used for refund transactions
- **Fleet Management**
 - Develop and document asset management procedures to ensure security of parts and tools during the departmental move to new fleet facility
- **Sports & Tourism Temporary License Contract**
 - Include a specific payment due date and a late payment penalty clause in future revenue contracts
- **Bond Summary – Traffic Congestion Mitigation** (informational report)
 - Bond funds were spent in alignment with voter approved purposes

Audit Committee



Audit Recommendations Pending Completion As of June 31, 2020



- Annual Internal Audit Activity Report
 - FY2019-2020 4,100 Available Audit Hours
 - 75% Directly Related to Conducting Audits
 - 50% Increased in Number of Audit and Informational Reports distributed
 - 25% Indirect Hours Related to Administrative/Training/Paid Leave
 - Implementation of New Auditing Standards
 - Automated Process for Monitoring Audit Recommendations
 - San Gabriel Valley Council of Government, CA Peer Review
 - Regional Conference Planning
 - West Valley Municipal Auditors Networking Meetings

Audit Committee



FY2020-2021 Approved Audit Plan

- 74% Direct Audit Hours
 - Two Citywide Areas
 - Four City Departments
- 26% Indirect Audit Hours
 - Annual Audit Planning & Reporting
 - Committee and Staff Meetings
 - Staff Holiday and Paid Leave
 - Required Staff Training
 - Risk Assessment

Q & A

Thank You





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 5, 2021
Submitting Department: Fire - Medical
Staff Recommendations: None

Contact Person: Keith Tanner
District: Internal

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

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Surprise Municipal Code Chapter 105, Article II, Division 1, Section 105-19 adopting local amendments to the 2018 International Fire Code, Chapters 5, 9, and 12 relating to fire service features, fire protection and life safety features, and energy systems; Ordinance # 2021-01.

Motion:

I move to approve Ordinance # 2020-01.

Background:

On August 6, 2019, with Ordinance 2019-21, the City adopted an amended version of Chapter 12 of the 2018 International Fire Code (2018 IFC), and on October 15, 2019, with Ordinance 2019-25, the City adopted an amended version of the rest of the 2018 IFC. In the time since both Ordinances were adopted, the City has collaborated with its regional partners to mitigate multiple safety concerns in the current 2018 IFC. The proposed Ordinance addresses these concerns by clarifying specific requirements related to energy storage, fire access, and fire alarm systems. Public input sessions were held October 13 and October 20 and no public input was received.

Objective Analysis:

By adopting this Ordinance, the City will be able to provide improved direction to residents and business owners regarding 2018 IFC requirements and regulations. Adopting this Ordinance will better align the City's enforcement operations with best practices and regional standards.

Policy Compliant:

It has been the policy of the City to provide consistent guidance to all stakeholders related to matters covered by the International Codes. The City, specifically the Fire Prevention Division, often identifies situations where local needs require amendments to the adopted Fire Code. The proposed Ordinance reflects these local needs and is aligned with efforts of neighboring jurisdictions.

Financial Impact:

There is no financial impact.

Budget Impact:

There is no budget impact.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. 20.12.28 Ord 2021-01 2018 International Fire Code Amendments
 2. Code Update Presentation 01.05.2021
-

ORDINANCE # 2021-01

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING SURPRISE MUNICIPAL CODE CHAPTER 105, ARTICLE II, DIVISION 1, SECTION 105-19, THE 2018 INTERNATIONAL FIRE CODE, AS PREVIOUSLY AMENDED, BY FURTHER AMENDING CHAPTERS 5, 9 AND 12; INCLUDING SEVERABILITY; REPEALING CONFLICTING ORDINANCES AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City adopted an amended version of Chapter 12 of the 2018 International Fire Code (2018 IFC) on August 6, 2019 and an amended version of the rest of the 2018 IFC on October 15, 2019;

WHEREAS, the Staff of the Fire-Medical Department have now had an opportunity to evaluate and apply the provisions of the 2018 IFC here in the City of Surprise; and

WHEREAS, the Staff of the Fire-Medical Department now desire to amend the adopted 2018 IFC with certain amendments based upon that experience, evaluation and application.

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

Section 1. The 2018 International Fire Code, as adopted and amended by City of Surprise Ordinance 2019-21 (and as set forth in a certain public record entitled “2019 Amendments to the 2018 International Fire Code, Chapter 12 Energy Systems” dated August 6, 2019) is hereby further amended to the extent set forth in Exhibit A attached hereto and incorporated by this reference. All other provisions of Chapter 12 as previously adopted and amended by Ordinance 2019-21 shall remain unchanged and in effect.

Section 2. The 2018 International Fire Code, Chapters 5 and 9, as adopted and amended by City of Surprise Ordinance 2019-25 (as set forth in a certain public record adopted by Resolution 2019-108, and entitled, “Local Amendments to the 2018 International Codes and the 2017 National Electrical Code” dated November 14, 2019) is hereby further amended to the extent set forth in Exhibit B attached hereto and incorporated by this reference. All other provisions of Chapters 5 and 9, as previously adopted and amended by Ordinance 2019-25 shall remain unchanged and in effect.

Section 3. Surprise Municipal Code, Chapter 105, Article II, Division 1, Section 105-19 is amended to read as follows:

Sec. 105-19. - Construction codes.

- (a) 2018 International Building Code.
- (b) 2018 International Residential Code.
- (c) 2017 National Electrical Code.
- (d) 2018 International Mechanical Code.
- (e) 2018 International Plumbing Code.
- (f) 2018 International Fuel Gas Code.
- (g) 2018 International Energy Conservation Code.
- (h) 2006 International Property Maintenance Code.
- (i) 2018 International Existing Building Code.
- (j) 2018 International Fire Code.
- (k) 2018 International Green Construction Code.

A certain public record entitled Local Amendments to the 2018 International Codes and the 2017 National Electrical Code dated November 14, 2019, specifically amends the 2018 building code, residential code, electrical code, mechanical code, plumbing code, fuel gas code, energy conservation code, Green Construction Code, existing building code and fire code. The 2018 International Fire Code is further amended by that certain public record entitled 2019 Amendments to the 2018 International Fire Code, Chapter 12 Energy Systems dated August 6, 2019. LASTLY, THE 2018 INTERNATIONAL FIRE CODE, AS AMENDED ABOVE, IS FURTHER AMENDED BY ORDINANCE 2021-01.

Section 4. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed.

Section 5. 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 6. This ordinance will become effective at the time and manner prescribed by law.

SIGNATURES TO FOLLOW ON NEXT PAGE

PASSED AND ADOPTED this ____ day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

ORDINANCE 2021-01
EXHIBIT A

CHAPTER 12 ENERGY SYSTEMS

SECTION 1201 GENERAL

1201.1 Scope. The provisions of this chapter shall apply to the installation, operation and maintenance of energy systems used for generating or storing energy UTILIZING BATTERIES OF ANY TYPE, CAPACITORS, MAGNETIC OR ANY OTHER EMERGING TECHNOLOGY, REGARDLESS OF OWNERSHIP OR CONTROL OF THE SYSTEMS. It shall not apply to equipment associated with the generation, control, transformation, transmission, or distribution of energy installations that is under the exclusive control of an electric utility or lawfully designated agency.

. . .

1203.1.1 Stationary generators. Stationary emergency and standby power generators required by this code shall be listed in accordance with UL 2200. ASSOCIATED FLAMMABLE OR COMBUSTIBLE LIQUID TANKS SHALL ALSO COMPLY WITH CHAPTERS 50 AND 57.

. . .

1204.1.1 PERMITS. PERMITS SHALL BE OBTAINED FOR SOLAR VOLTAIC SYSTEMS IN ACCORDANCE WITH SECTION 105.7.21

EXCEPTION: SOLAR PHOTOVOLTAIC SYSTEMS WITH LESS THAN 3 KW ALTERNATING CURRENT NAMEPLATE RATING.

1204.1.2 MARKING. MARKING IS REQUIRED ON INTERIOR AND EXTERIOR DIRECT-CURRENT (DC) CONDUIT, ENCLOSURES, RACE- WAYS, CABLE ASSEMBLIES, JUNCTION BOXES, COMBINER BOXES AND DISCONNECTS.

1204.1.2.1 MATERIALS. THE MATERIALS USED FOR MARKING SHALL BE REFLECTIVE, WEATHER RESISTANT AND SUITABLE FOR THE ENVIRONMENT. MARKING AS REQUIRED IN SECTIONS 1204.1.2 THROUGH 1204.1.6 SHALL HAVE ALL LETTERS CAPITALIZED WITH A MINIMUM HEIGHT OF 3/8 INCH (9.5 MM) WHITE ON RED BACKGROUND.

1204.1.2.2 MARKING CONTENT. THE MARKING SHALL CONTAIN THE WORDS "WARNING: PHOTOVOLTAIC POWER SOURCE."

1204.1.2.3 MAIN SERVICE DISCONNECT. THE MARKING SHALL BE PLACED ADJACENT TO THE MAIN SERVICE DISCONNECT IN A LOCATION CLEARLY VISIBLE FROM THE LOCATION WHERE THE DISCONNECT IS OPERATED.

1204.1.3 LOCATION OF MARKING. MARKING SHALL BE PLACED ON INTERIOR AND EXTERIOR DC CONDUIT, RACEWAYS, ENCLOSURES AND CABLE ASSEMBLIES EVERY 10 FEET (3048 MM), WITHIN 1 FOOT (305 MM) OF TURNS OR BENDS AND WITHIN 1 FOOT (305 MM) ABOVE AND BELOW PENETRATIONS OF ROOF/CEILING ASSEMBLIES, WALLS OR BARRIERS.

. . .

1204.2 Access and pathways. Roof access, pathways, and spacing requirements shall be provided in accordance with Sections 1204.2.1 through 1204.3.3. Pathways shall be over areas capable of supporting fire fighters accessing the roof. Pathways shall be located in areas with minimal obstructions, such as vent pipes, conduit or mechanical equipment.

RESIDENTIAL STRUCTURES SHALL BE DESIGNED SO THAT EACH PHOTOVOLTAIC ARRAY IS NOT GREATER THAN 150 FEET (45 720 MM) BY 150 FEET (45 720 MM) IN EITHER AXIS.

. . .

1204.2.1 Solar photovoltaic systems for Group R-3 buildings. Solar photovoltaic systems for Group R-3 buildings shall comply with Sections 1204.2.1.1 through ~~1204.2.1.3~~ 1204.2.1.5.

EXCEPTIONS:

1. ~~These requirements shall not apply to structures designed and constructed in accordance with the *International Residential Code*.~~

2. ~~These requirements shall not apply to roofs with slopes of 2 units vertical in 12 units horizontal or less.~~

1204.2.1.1 ROOF ACCESS POINTS. ROOF ACCESS POINTS SHALL BE LOCATED IN AREAS THAT DO NOT REQUIRE THE PLACEMENT OF GROUND LADDERS OVER OPENINGS SUCH AS WINDOWS OR DOORS AND LOCATED AT STRONG POINTS OF BUILDING CONSTRUCTION IN LOCATIONS WHERE THE ACCESS POINT DOES NOT CONFLICT WITH OVERHEAD OBSTRUCTIONS SUCH AS TREE LIMBS, WIRES, OR SIGNS.

1204.2.1.2 RESIDENTIAL BUILDINGS WITH HIP ROOF LAYOUTS. PANELS OR MODULES INSTALLED ON RESIDENTIAL BUILDINGS WITH HIP ROOF LAYOUTS SHALL BE LOCATED IN A MANNER THAT PROVIDES TWO 3-FOOT-WIDE (914 MM) CLEAR ACCESS PATHWAY FROM THE EAVE TO THE RIDGE ON EACH ROOF SLOPE WHERE PANELS OR MODULES ARE LOCATED.

1204.2.1.3 RESIDENTIAL BUILDINGS WITH A SINGLE RIDGE.

PANELS/MODULES INSTALLED ON RESIDENTIAL BUILDINGS WITH A SINGLE RIDGE SHALL BE LOCATED IN A MANNER THAT PROVIDES TWO 3-FOOT-WIDE (914 MM) ACCESS PATHWAYS FROM THE EAVE TO THE RIDGE ON EACH ROOF SLOPE WHERE PANELS/MODULES ARE LOCATED.

1204.2.1.4 RESIDENTIAL BUILDINGS WITH ROOF HIPs AND VALLEYS.

PANELS OR MODULES INSTALLED ON RESIDENTIAL BUILDINGS WITH ROOF HIPs AND VALLEYS SHALL BE LOCATED NOT CLOSER THAN 18 INCHES (457 MM) TO A HIP OR A VALLEY WHERE PANELS OR MODULES ARE TO BE PLACED ON BOTH SIDES OF A HIP OR VALLEY. WHERE PANELS ARE TO BE LOCATED ON ONLY ONE SIDE OF A HIP OR VALLEY THAT IS OF EQUAL LENGTH, THE PANELS SHALL BE PERMITTED TO BE PLACED DIRECTLY ADJACENT TO THE HIP OR VALLEY.

1204.2.1.5 RESIDENTIAL BUILDING SMOKE VENTILATION. PANELS/MODULES INSTALLED ON RESIDENTIAL BUILDINGS SHALL BE LOCATED NO HIGHER THAN 3 FEET (914 MM) BELOW THE RIDGE IN ORDER TO ALLOW FOR FIRE DEPARTMENT SMOKE VENTILATION OPERATIONS.

. . .
1204.3 Other than Group R-3 buildings. Access to systems for buildings, other than those containing Group R-3 occupancies, shall be provided in accordance with Sections 1204.3.1 through 1204.3.3.

Exception: Where it is determined by the *fire code official* that the roof configuration is similar to that of a Group R-3 occupancy, the residential access and ventilation requirements in Sections 1204.2.1.1 through ~~1204.2.1.3~~ 1204.2.1.5 are a suitable alternative.

. . .
1204.3.2 Interior pathways. Interior pathways shall be provided between array sections to meet the following requirements:

- . . .
4. THE PATHWAY SHALL BE OVER AREAS CAPABLE OF SUPPORTING THE LIVE LOAD OF FIREFIGHTERS ACCESSING THE ROOF.
 5. THE CENTERLINE AXIS PATHWAYS SHALL BE PROVIDED IN BOTH AXES OF THE ROOF. CENTERLINE AXIS PATHWAYS SHALL RUN WHERE THE ROOF STRUCTURE IS CAPABLE OF SUPPORTING THE LIVE LOAD OF FIREFIGHTERS ACCESSING THE ROOF.

1204.3.3 Smoke ventilation. The solar installation shall be designed to meet the following requirements:

- . . .
- ~~3. A pathway not less than 4 feet (1219 mm) wide bordering 4-foot by 8-foot (1219 mm by 2438 mm) venting cutouts every 20 feet (6096 mm) on alternating sides of the pathway.~~ ARRAYS SHALL BE NOT GREATER THAN 150 FEET (45 720 MM) BY 150 FEET (45 720 MM) IN DISTANCE IN EITHER AXIS IN ORDER TO CREATE OPPORTUNITIES FOR FIRE DEPARTMENT SMOKE VENTILATION OPERATIONS.
- . . .

1206.2 Stationary storage battery systems. Stationary storage battery systems having capacities exceeding the values shown in Table 1206.2 shall comply with Section 1206.2.1 through 1206.2.12.6, as applicable. *APPROVED SIGNAGE IS REQUIRED FOR ALL INSTALLATIONS.

1206.2.1 Permits. Permits shall be obtained for the construction of stationary storage battery systems WITH A CAPACITY OF 3 KWH OR MORE, in accordance with Section 105.7.2.

. . .
1206.2.3 Hazard mitigation analysis. A failure modes and effects analysis (FMEA) or other approved hazard mitigation analysis shall be provided in accordance with Section 104.7.2 under any of the following conditions:

1. Battery technologies not specifically identified in Table 1206.2 are provided.
2. More than one stationary storage battery technology is provided in a room or indoor area where there is a potential for adverse interaction between technologies.
3. Where allowed as a basis for increasing maximum allowable quantities in accordance with Section 1206.2.9.

4. WHERE REQUIRED BY THE *FIRE CODE OFFICIAL*.

1206.2.3.1 Fault condition. The hazard mitigation analysis shall evaluate the consequences of the following failure modes, and others deemed necessary by the *fire code official*. Only single-failure modes shall be considered.

1. Thermal runaway condition in a single-battery storage rack, module or array.
2. Failure of any energy management system.
3. Failure of any required ventilation system.
4. Voltage surges on the primary electric supply.
5. Short circuits on the load side of the stationary battery storage system.
6. Failure of the smoke detection, fire-extinguishing or gas detection system.
7. Spill neutralization not being provided or failure of the secondary containment system.
8. FAILURE OF TEMPERATURE CONTROL.

. . .
1206.2.3.6 FORENSIC ANALYSIS. THE *FIRE CODE OFFICIAL* MAY ALSO REQUIRE A FORENSIC ANALYSIS OF THE CAUSE OF FAILURE BY AN INDEPENDENT LABORATORY APPROVED BY THE *FIRE CODE OFFICIAL* IN ACCORDANCE WITH SECTION 104.10.2.

. . .
1206.2.8.3 Stationary battery arrays. Storage batteries, prepackaged stationary storage battery systems and pre-engineered stationary storage battery systems shall be segregated into stationary battery arrays not exceeding 50 kWh (180 megajoules) each. Each stationary battery array shall be spaced not less than 3 feet (914 mm) from other stationary battery arrays and from walls in the storage room or area. The storage arrangements shall comply with Chapter 10.

Exceptions:

1. Lead acid and nickel cadmium storage battery arrays.
2. Listed pre-engineered stationary storage battery systems and prepackaged stationary storage battery systems shall not exceed 250 kWh (900 megajoules) each, WHERE *APPROVED BY THE FIRE CODE OFFICIAL*.

. . .
1206.2.8.7.1 Separation. Stationary storage battery systems located outdoors shall be separated by a ~~minimum 5 feet (1524 mm)~~ NOT LESS THAN 10 FEET (3048 mm) from the following:

1. Lot lines.
2. Public ways.
3. Buildings.
4. Stored combustible materials.
5. Hazardous materials.
6. High-piled stock.
7. Other exposure hazards.

Exception: The *fire code official* is authorized to approve smaller separation distances if largescale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving the system will not

adversely impact occupant egress from adjacent buildings, or adversely impact adjacent stored materials or structures.

. . .

1206.2.11.3 EXHAUST Ventilation. Where required by ~~Section 1206.2.3 or 1206.2.12~~ TABLE 1206.2.10, ventilation of rooms containing stationary storage battery systems shall be provided in accordance with the *International Mechanical Code* and one of the following:

1. The ventilation system shall be designed to limit the maximum concentration of flammable gas to 10 percent of the lower flammability limit, or for hydrogen, 1.0 percent of the total volume of the room.
2. Continuous ventilation shall be provided at a rate of not less than 1 cubic foot per minute (cfm) per square foot [$0.00508 \text{ m}_3/(\text{s} \cdot \text{m}_2)$] of floor area, but not less than 150 cfm ($4 \text{ m}^3/\text{min}$). The exhaust system shall be designed to provide air movement across all parts of the floor for gases having a vapor density greater than air and across all parts of the vault ceiling for gases having a vapor density less than air.

. . .

1206.4 Energy storage system in Group R-3 and R-4 occupancies. Energy storage systems in Group R-3 and R-4 occupancies shall be installed and maintained in accordance with this section. The temporary use of an owner or occupant's electric-powered vehicle as an energy storage system shall be in accordance with 1206.4.

EXCEPTION: ENERGY STORAGE SYSTEMS IN GROUP R-3 AND R-4 OCCUPANCIES WITH A CAPACITY OF 3 KWH OR LESS.

. . .

1206.4.3 Location. Energy storage systems shall only be installed in the following locations:

1. Detached garages and detached accessory structures.
2. Attached garages separated from the dwelling unit living space and sleeping units in accordance with Section 406.3.2 of the *International Building Code*.
3. Outdoors on exterior walls in accordance with 1206.4.3.1
4. ~~Utility closets and storage or utility spaces within dwelling units and sleeping units~~
OTHER LOCATIONS WITH FIRE MARSHAL APPROVAL.

1206.4.3.1 Exterior wall AND OUTDOOR installations. Energy storage systems shall be permitted to be installed outdoors on exterior walls of buildings OR ON THE GROUND where all of the following conditions are met:

1. The maximum energy capacity of individual energy storage system units shall not exceed 20 kWh.
2. ~~The energy storage system shall comply with applicable requirements in Sections 1206~~
THE INSTALLATION IS IN ACCORDANCE WITH ZONING SETBACK REQUIREMENTS.
3. The energy storage system shall be installed in accordance with the manufacturer's instructions and their listing.
4. Individual energy storage system units shall be separated from each other by not less than 3 feet (914 mm).

5. The energy storage system shall be separated from doors, windows, operable openings into buildings, or HVAC inlets by at least 5 feet (1524 mm).

Exception: Where approved by the *fire code official*, smaller separation distances in Items 4 and 5 may be permitted based on large scale fire testing

1206.4.4 Energy ratings. Individual energy storage systems units shall have a maximum rating of 20 kwh. The aggregate rating structure shall not exceed:

~~1. 40 KWH within utility closets and storage or utility spaces.~~

1. 2. 80 kWh in attached or detached garages and detached accessory structures.

2. 3. 80 kWh on exterior walls.

3. 4. 80 kWh outdoors on the ground.

ORDINANCE 2021-01
EXHIBIT B

CHAPTER 5 FIRE SERVICE FEATURES

...

Section 503

Fire Apparatus Access Roads

...

503.2.4 Turning Radius. The required turning radius of a fire apparatus access road shall be as specified by **2018** ASSHTO SU-40.

...

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Sections 503.2.1 and 503.2.2 shall be maintained at all times.

EXCEPTION: PUBLIC SAFETY/EMERGENCY RESPONSE VEHICLES PARKED
IN FIRE APPARATUS ACCESS ROADS WHILE ON OFFICIAL BUSINESS.

...

CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY FEATURES

SECTION 901

General

...

901.4.6.2.4 ELECTRIC HORN AND STROBE. A WATER-PROOF ELECTRIC HORN AND STROBE SHALL BE INSTALLED ON THE EXTERIOR WALL ADJACENT TO THE FIRE RISER IN LIEU OF THE ELECTRIC BELL AND/OR WATER GONG AND ABOVE A WALL MOUNT FDC IF THE FDC IS IN A DIFFERENT LOCATION THAN THE RISER ROOM.

...

SECTION 903 AUTOMATIC SPRINKLER SYSTEMS

Section 903

Automatic Sprinkler Systems

...

903.2.7 Group M AND GROUP B. An automatic sprinkler system shall be provided throughout buildings containing a Group M OR GROUP B occupancy. ~~where one of the following conditions exists:~~

- ~~1. A Group M fire area exceeds 12,000 square feet (1115 m²).~~
- ~~2. A Group M fire area is located more than three stories above grade plane.~~
- ~~3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230m²).~~

4. ~~A Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464m²).~~

...

Section 907

Fire Alarm and Detection Systems

...

907.2 Where required—new buildings and structures.

An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide full area smoke detection coverage ~~in accordance with Section 907.2.8.2~~ and occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code. Not fewer than one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or waterflow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers, a single fire alarm box shall be installed.

Exceptions:

1. The manual fire alarm box is not required for fire alarm systems dedicated to elevator recall control and supervisory service.
2. The manual fire alarm box is not required for Group R-2 occupancies unless required by the fire code official to provide a means for fire watch personnel to initiate an alarm during a sprinkler system impairment event. Where provided, the manual fire alarm box shall not be located in an area that is open to the public.
3. NEW SHELL BUILDINGS SHALL MEET THE MINIMUM REQUIREMENTS AS FOLLOWS:
 - A. SPRINKLER SYSTEM MONITORING AND REPORTING
 - B. ONE MANUAL PULL STATION AND ONE DETECTION DEVICE IN THE SAME ROOM AS THE FACP
 - C. ONE NOTIFICATION AND ONE DETECTION DEVICE IN THE INTERIOR PORTION OF THE SHELL BUILDING UNTIL SUCH TIME AS THE LOCATION IS MODIFIED UNDER A TENANT IMPROVEMENT PERMIT
 - D. A WATERPROOF ELECTRIC HORN AND STROBE INSTALLED ON THE EXTERIOR WALL ADJACENT TO THE FIRE RISER AND ABOVE A WALL MOUNT FDC IF THE FDC IS IN A DIFFERENT LOCATION THAN THE RISER ROOM.

...

907.6.1 Wiring. Wiring shall BE CLASS A AND comply with the requirements of NFPA 70 and NFPA 72. Wireless protection systems utilizing radio-frequency transmitting devices shall comply with the special requirements for supervision of low-power wireless systems in NFPA 72.

...

907.6.3 Initiating device identification.

The fire alarm system shall identify the specific initiating device address, location, device type, floor level where applicable and status including indication of normal, alarm, trouble and supervisory status, as appropriate.

Exceptions:

~~1. FIRE ALARM SYSTEMS IN SINGLE STORY BUILDINGS LESS THAN 22,500 SQUARE FEET (2090 M2) IN AREA.~~

~~2. FIRE ALARM SYSTEMS THAT ONLY INCLUDE MANUAL FIRE ALARM BOXES, WATERFLOW INITIATING DEVICES AND NOT MORE THAN 10 ADDITIONAL ALARM INITIATING DEVICES.~~

~~31.~~ Special initiating devices that do not support individual device identification.

~~42.~~ Fire alarm systems or devices that are replacing existing equipment.

...

~~907.6.6.3 Automatic test signal. The generation of an automatic weekly signal shall be required from each subscriber alarm system to the subscriber monitoring station.~~

~~1. The monitoring station shall verify the receipt of the test signal.~~

~~2. The monitoring station shall notify its subscriber if an automatic weekly test signal has not been received.~~



Amendment to the 2018 International Fire Code

January 5, 2021

Background



- August 6, 2019 – Council adopted Chapter 12 of the 2018 IFC – Energy Systems
- October 15, 2019 – Council adopted the remaining portions of the 2018 IFC with local amendments
- This new, proposed ordinance reflects updates to the regional application of Chapter 12 along with minor revisions to Chapters 5 and 9
- The new, proposed ordinance is divided into two sections; Section 1 are revisions to Chapter 12 and Section 2 covers revisions to Chapters 5 and 9

Public Input



- Worked with Communications
- Established a 60 day public online input period, Oct 7 to Dec 6
- Held 2 Webex public input sessions on Oct 13th and 20th, no attendees/input

Section 1: Proposed amendment to Chapter 12 of the 2018 International Fire Code (IFC)



- The 2012 IFC did not address Battery Energy Storage Systems (BESS)
- BESS technology is rapidly advancing and evolving
- BESS technology includes:
 - Lead Acid batteries
 - Lithium-ion batteries
 - Sodium Sulfur batteries
 - Flow batteries
 - Nickel-Cadmium



Section 1: Proposed amendment to Chapter 12 of the 2018 International Fire Code (IFC)



- Utility grade BESS are essential for sustaining the electrical grid
- BESS are used to collect electrical power in off-peak times and supplement power demand during on-peak times
- Power is captured from a variety of sources



Section 1: Proposed amendment to Chapter 12 of the 2018 International Fire Code (IFC)



- Each type of battery system has unique hazards
- Hazards of BESS include the potential for the release of toxic, flammable, and explosive gases
- Other hazards include electrical or stranded energy, thermal runaway, fire, contact with electrolyte



Section 1: Proposed amendment to Chapter 12 of the 2018 International Fire Code (IFC)



- The future will require BESS
- A proactive approach to protect public health and safety that supports BESS technology is required
- Aug 2019, as a part of a regional effort, the City of Surprise adopted Chapter 12 of the 2018 IFC with the caveat that additional revisions would be needed
- Section 1 of this proposed ordinance reflects those regional updates



Section 2: Proposed amendment to Chapters 5 and 9 of the 2018 International Fire Code (IFC)



- Chapter 5
 - Specifying the 2018 SU-40
 - Exempting emergency vehicles in fire access roadways
- Chapter 9
 - External horn/strobe at Riser Room/FDC
 - Clarification for full area smoke requirements
 - Clarification for fire alarm systems for shell buildings
- Amending the regional 2018 IFC Chapter 12 along with revisions to Chapters 5 and 9 is SFMD's recommendation





Comments & Questions

Thank you!