

**CITY OF SURPRISE**  
**Regular City Council Meeting**  
**16000 N. Civic Center Plaza**  
**Surprise, AZ 85374**  
Tuesday, March 2, 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](http://www.surpriseaz.gov/surprisetv), the Surprise City Gov Facebook page at [www.facebook.com/cityofsurprise](https://www.facebook.com/cityofsurprise). Cox channel 11 and Century Link channel 8513 will also carry the meeting live.

For instructions on how to comment on agenda items and public hearings, please go to <https://bit.ly/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. Recognition of the Community Development, Public Works, and Water Resource Management departments for achieving national accreditation through the American Public Works Association.

F. City Clerk Report

#### G. Call To The Public

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

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

#### H. Regular City Council Meeting Agenda

##### CONSENT AGENDA:

- |    |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                          |
|----|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| 2. | Citywide   | Consideration and action on the minutes of the Regular City Council Work Session and Regular City Council Meeting of February 16, 2021.                                                                                                                                                                                                                                                                                                                          | None<br><br>Sherry Aguilar<br>City Clerk                 |
| 3. | Internal   | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 Budget by reallocating appropriations of \$184,900 from General Contingency to the Neighborhood Revitalization Fund, Project G51563, and increasing the Contract Awarding Authority List by increasing Tenant Based Rental Assistance to \$834,900; and approving an Intergovernmental Agreement with Maricopa County for 2020 HOME Program Funds; Resolution # 2021-07. | None<br><br>Adam Lane<br>Human Svcs and<br>Comm Vitality |
| 4. | District 3 | Consideration and action pertaining to the conditional acceptance of certain public utility improvements at Toll at Prasada, Phase II Unit P, generally located in the vicinity of West Greenwich Boulevard and West Hopkinton Street; Resolution # 2021-25.                                                                                                                                                                                                     | None<br><br>Mike Gent<br>Public Works                    |
| 5. | District 3 | Consideration and action pertaining to the conditional acceptance of public utility improvements at Toll at Prasada, Phase II Unit E, generally located in the vicinity of West Superior Boulevard and North Casa Dega Drive; Resolution # 2021-26.                                                                                                                                                                                                              | None<br><br>Mike Gent<br>Public Works                    |



- |     |            |                                                                                                                                                                                                                                                                                                                   |                                                          |
|-----|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| 6.  | District 1 | Consideration and action pertaining to the conditional acceptance of certain public utility improvements at Fulton Homes Escalante – Parcel 1, generally located in the vicinity of North 161st Drive and West Montana del Oro Drive; Resolution # 2021-29.                                                       | None<br><br>Mike Gent<br>Public Works                    |
| 7.  | District 1 | Consideration and action pertaining to the conditional acceptance of certain public utility improvements at Fulton Homes Escalante – Parcel 3, generally located in the vicinity of North 163rd Avenue and West Asante Boulevard; Resolution # 2021-27.                                                           | None<br><br>Mike Gent<br>Public Works                    |
| 8.  | District 1 | Consideration and action pertaining to the conditional acceptance of certain public utility improvements at Fulton Homes Escalante – Parcel 4, generally located in the vicinity of North 161st Lane and West Questa Drive; Resolution # 2021-28.                                                                 | None<br><br>Mike Gent<br>Public Works                    |
| 9.  | District 3 | Consideration and action pertaining to approval of the Final Plat entitled, “Stonefield A Replat of Lot 1 of the Northwest Corner of Peoria Avenue & Reems Road”, dated January 13, 2021, an approximately 18.56 acre property located generally west of the northwestern corner of Reems Road and Peoria Avenue. | None<br><br>Hobart Wingard<br>Community<br>Development   |
| 10. | District 3 | Consideration and action pertaining to approval of the Final Plat entitled, “Hayden Farms”, an approximately 12.41 acre property generally located north of the northwest corner of Cotton Lane and Cactus Road.                                                                                                  | None<br><br>Laurie Lineberry<br>Community<br>Development |
| 11. | District 1 | Consideration and action to vacate a portion of a public roadway (Deer Valley Road) Within Section 14, Township 4 North, Range 2 West, generally located west of Grand Avenue; Resolution # 2021-30.                                                                                                              | None<br><br>Lloyd Abrams<br>Community<br>Development     |

REGULAR AGENDA ITEM - PUBLIC HEARING:

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- |     |            |                                                                                                                                                                                                                                                                                                                                                                                              |                                                        |
|-----|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| 12. | District 3 | Consideration and action pertaining to the approval of the Master Final Plat entitled, “Toll at Prasada, Phase 2 Master Plat”, dated January 18, 2021, an approximately 383 acre property generally located on Peoria Avenue west of Cotton Lane.                                                                                                                                            | None<br><br>Robert Kuhfuss<br>Community<br>Development |
| 13. | District 4 | Consideration and action pertaining to the Valk Properties Two LLC application for the Original Town Site Incentive Program to pay for the building permit, building plan review, and development impact fees in the amount of \$143,295.57 relating to the construction of Platinum Storage, generally located within the Original Town Site south of Bell Road and west of El Mirage Road. | None<br><br>Shirley Phan<br>Community<br>Development   |

- I. Other Business and Future Agenda Items
- J. City Council Reports
- K. Executive Session

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

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

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

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

L. Adjournment

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SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: February 25, 2021 at 2:05 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: March 2, 2021  
Submitting Department: City Clerk  
Staff Recommendations:

Contact Person:  
District: Internal

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

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**Agenda Wording:**

Invocation

**Motion:**

**Background:**

**Objective Analysis:**

**Policy Compliant:**

**Financial Impact:**

**Budget Impact:**

**FTE Impact:**

**ATTACHMENTS:**

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

Council Meeting Date: March 2, 2021  
Submitting Department: City Clerk  
Staff Recommendations:

Contact Person:  
District: Internal

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

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**Agenda Wording:**

Recognition of the Community Development, Public Works, and Water Resource Management departments for achieving national accreditation through the American Public Works Association.

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**Motion:**

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**Background:**

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**Objective Analysis:**

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**Policy Compliant:**

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**Financial Impact:**

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**Budget Impact:**

**FTE Impact:**

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**ATTACHMENTS:**

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

Council Meeting Date: March 2, 2021  
Submitting Department: City Clerk  
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk  
District: Citywide

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

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**Agenda Wording:**

Consideration and action on the minutes of the Regular City Council Work Session and Regular City Council Meeting of February 16, 2021.

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**Motion:**

I move to approve the meeting minutes.

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**Background:**

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**Objective Analysis:**

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**Policy Compliant:**

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**Financial Impact:**

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**Budget Impact:**

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**FTE Impact:**

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**ATTACHMENTS:**

1. Feb 16 WKS
-

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

Tuesday, February 16, 2021 @ 4:00PM

**Call To Order**

**Roll Call**

Mayor Hall called to order the Regular Work Session of Tuesday, February 16, 2021 at 4:00 p.m. at the Surprise City Hall Council Chambers located at 16000 N. Civic Center Drive, Surprise, Arizona 85374. Also in attendance with Mayor Hall were Vice-Mayor, Patrick Duffy and Councilmembers Hastings, Remley, Judd, Winters and Cline.

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

**Pledge of Allegiance**

**City Manager Report**

No report given.

**City Clerk Report**

No report given.

**Call To The Public**

None

**Regular City Council Work Session Agenda**

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

**1. Presentation and discussion regarding the City's Water Resource Master Plan update - NO ACTION**

Michael Boule, Assistant Director, Water Utilities gave a powerpoint presentation regarding the City's Water Resource Master Plan update.

Topics included:

Planning Framework  
2035 Focus - Water Service Areas  
10 year population projection comparison  
Water Demand Projections through 2035  
2020 Water Demand Metrics  
What's Next timeline

Council Questions/Comments:

Mayor Hall asked for a percentage of the City that has irrigation.

Mr. Boule commented approximately 48%.

## **2. Presentation and discussion pertaining to the status of the Solid Waste Drop off recycling program - NO ACTION**

Gladys Nkeze and Bobby Parks, Public Works Department gave a powerpoint presentation pertaining to the status of the Solid Waste Drop off recycling program.

Topics Included:

Current locations  
Outreach efforts  
How many cars per day visit the facility

Mayor Hall asked if staff separates recyclables or the resident?

Bobby Parks commented that staff separates it, then place in the proper bins.

Councilmember Hastings commented that he has stopped by the site staff is very knowledgeable. Clarify, drop off recycling is actually being recycled, correct?

Bobby Parks commented that yes that is correct drop offs only at this time. We are working with a company that has identified what materials they are interested into recycle. It is more feasible to have materials dropped off at this site rather than delivered to the recycling facilities for the time being.

Councilmember Hastings commented that the current operating hours are not convenient for a lot of residents, would love to see 8 a.m. to 3 p.m. if possible to accommodate more residents and to find ways to improve outreach efforts. Do you know why these hours were chosen? What type of advertisement are we doing for this?

Mr. Parks commented that we looked at options for this service without having to add costs for staff, operations, etc.

Councilmember Winters commented that he assumes we are still losing money, what are we looking at?

Bobby Parks yes correct, right now we have spent over \$20,000.in 7 months and collected \$300.00 to date.

Councilmember Cline commented that maybe the break in time is for the staff person to have lunch that is mandated. To improve on hours, we would need to add more employees which would increase the costs to the City. Also, we as Council can also share the information through social media to inform our residents.

Mr. Parks commented correct, if we increased the amounts, then the cost of operations will increase.

Councilmember Hastings asked for clarification on the \$20,000. Where does this amount come from?

Bobby Parks commented staff hours, fuel and vehicle costs to transport the recycling to the facility.

Councilmember Hastings thanked staff for their efforts and presentation.

Mayor Hall asked what would this person be doing when doing if they weren't doing the recycling?

Bobby Parks commented that there are many duties including Inspecting vehicles, and repairing containers, trips to the recycling plant, etc.



Mayor Hall suggested maybe a sandwich sign on the main road outside of the facility to draw attention.

Vice-Mayor Duffy assumed that the most popular recycling is cardboard, what do we need to do to prepare it for drop off, are there stipulations?

Bobby Parks commented yes, there are guidelines for cardboard, such as clean, no tape, etc.

### **3. Presentation and discussion pertaining to City revenue sources - NO ACTION**

Andrea Davis, Finance Director and Holly Osborn, Assistant Finance Director gave a powerpoint presentation pertaining to City revenue sources.

Topics included:

FY21 Citywide Revenues

Sales Tax/Transaction Privilege Tax (TPT)

Intergovernmental - Federal, State, and other governmental sources

Property Tax Rate Comparison Graph

Property Taxes/Secondary Property Tax

Public Notices/language

Charges for Services

Franchise Fees/Licenses

Transfers

Grants

One Time vs. Ongoing Revenues

Upcoming Calendar

Council Questions/Comments:

Councilmember Cline asked for clarification on shared taxes that come from the State, how far behind is the physical year is the receipt to the City? When would the City receive their share of this?

Andrea Davis commented that it is two years behind so this is predictable.

Holly Osborne further commented that there is current legislation going through the Governor's Office that is proposing to reduce the income tax all around if this goes through the City could lose approximately 2.2 million

dollars and will progressively lose more over time if this is approved.

Councilmember Cline also question the impact of Prop. 208 and asked for clarification.

Councilmember Remley commented on property taxes and amounts we are charging our residents. We need to clarify these amounts clearer clarification for our residents. He also questioned State Shared Revenues, how are they calculated?

Andrea Davis referred to the slide in the presentation on Property Tax Distribution Sample as a clear guideline for public outreach.

Councilmember Hastings commented that it is good to see Surprise has the lowest in property taxes. He asked how many years since we raised property taxes?

Andrea Davis commented at least 10 years.

Councilmember Hastings asked have we considered lowering our property taxes as the valuation goes up?

Andrea Davis gave an explanation in detail.

Councilmember Remley asked when you receive your statement from the County Assessor, it talks about the statement for the coming year, it mentions the limitation, we are tapped at 4%, the most they can increase the property value in any given year. Every year when we have increases, we actually get further behind.

Mayor Hall commented on the IIP document, residential comes first, commercial lags, that's the way it is. In our case, the number was 72 cents per dollar on the revenue side.

Councilmember Hastings agreed that residential does come first, and when the City Center sells out those nice restaurants will come in time. What are the biggest items that require revenue? When we build the police and fire stations, are we able to keep up with those costs?

Andrea Davis gave the explanation about services we are required to provide to our residents.

#### **4. Presentation and discussion pertaining to credit card payment processing fees – NO ACTION**

Andrea Davis, Finance Director gave a powerpoint presentation pertaining to credit card payment processing fees.

Topics included:

Processing Fees - Recovery costs charges by the bank/processor

Next Steps moving forward - post online for 60 days

Council action

Councilmember Cline asked for clarification on how charges are calculated, and will we make sure we cover our costs incurred?

Councilmember Remley commented on the City accepting credit cards, it speeds up the issuance of permits. The other thing is the 2.8% is higher than the 2%, but we have to pay an online processor to manage the payment portal.

Councilmember Judd commented that will take a few months to get a hold of the situation, anything we can do in the meantime? Ms. Davis commented what the next steps of the process will be including posting requirements and Council adoption.

Councilmember Hastings what do you say to the residents that say the City is adding on another fee? What do we say to this? Andrea Davis commented that the process is currently transaction based, for those who choose to use a credit card option. It is a charge for service fee. This will be clear in the disclosure requirements in the public notices.

#### **Executive Session**

#### **Adjournment**

Councilmember Winters made the motion to adjourn the Regular Council Work Session of Tuesday, February 16, 2021 at 5:29 p.m. Councilmember Hastings seconded the motion to adjourn. 7 yes votes, motion carried to adjourn.

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Skip Hall, Mayor

**ATTEST:**

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Sherry Ann Aguilar, City Clerk, MMC

**CERTIFICATION:**

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, February 16, 2021.**

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Sherry Ann Aguilar, City Clerk, MMC



## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 2, 2021      Contact Person: Adam Lane  
Submitting Department: Human Svcs and Comm      District: Internal  
Vitality  
Staff Recommendations: None

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

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### **Agenda Wording:**

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 Budget by reallocating appropriations of \$184,900 from General Contingency to the Neighborhood Revitalization Fund, Project G51563, and increasing the Contract Awarding Authority List by increasing Tenant Based Rental Assistance to \$834,900; and approving an Intergovernmental Agreement with Maricopa County for 2020 HOME Program Funds; Resolution # 2021-07.

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### **Motion:**

I move to approve Resolution #2021-07.

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### **Background:**

The Cities and Towns of Avondale, Chandler, Gilbert, Glendale, Peoria, Scottsdale, Surprise and Tempe, and Maricopa County have entered into an Intergovernmental Agreement (IGA) to form the Maricopa HOME Consortium (HOME Consortium IGA) to receive, distribute and administer HOME Investment Partnerships Funds (HOME).

The United States Department of Housing and Urban Development and Maricopa County Consortium has allocated the City of Surprise \$184,855 for Tenant Based Rental Assistance to help low income residents of Surprise;

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### **Objective Analysis:**

This action will allow the the Human Service & Community Vitality Department to continue to provide Tenant Based Rental Assistance to help low-income residents of Surprise.

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### **Policy Compliant:**

This action is compliant with Maricopa HOME Consortium, City and Council policies

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### **Financial Impact:**

This one-time item will allow expenditures of up to \$184,855 in HOME Partnership grant funding. These expenditures will be reimbursed by Maricopa County. There is a 25% match requirement, that has already been met through the city's support of the Heritage at Surprise project.

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### **Budget Impact:**

This action will result in the movement of budget authority from General Contingency to the Neighborhood Revitalization Fund in the amount of \$184,900. This action represents a movement of budget authority and does not increase or decrease the total adopted citywide expenditure budget.

**FTE Impact:**

None

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**ATTACHMENTS:**

1. Res 2021-07 HOME IGA
-

## RESOLUTION # 2021-07

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR 2020 HOME PROGRAM FUNDS; AMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF \$184,900 FROM CONTINGENCY WITHIN THE GRANTS FUND TO THE NEIGHBORHOOD REVITALIZATION FUND, PROJECT G51563; ACCEPTING GRANT FUNDING FROM MARICOPA COUNTY VIA THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR 2020 HOME PROGRAM FUNDS; AND AMENDING THE FISCAL YEAR 2021 CONTRACT AWARDING AUTHORITY LIST BY INCREASING TENANT BASED RENTAL ASSISTANCE TO \$834,900.**

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

**WHEREAS**, the Cities and Towns of Avondale, Chandler, Gilbert, Glendale, Peoria, Scottsdale, Surprise and Tempe, and Maricopa County have previously entered into an Intergovernmental Agreement (IGA) to form the Maricopa HOME Consortium (HOME Consortium IGA) to receive, distribute and administer HOME Investment Partnerships Funds (HOME);

**WHEREAS**, the United States Department of Housing and Urban Development and Maricopa County Consortium has allocated the City of Surprise \$184,855 for Tenant Based Rental Assistance to help low income residents of Surprise;

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

**WHEREAS**, the City of Surprise Procurement Code §2-338 (d) requires the authority of the Mayor and Council when the cost to the city is greater than \$50,000.

**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.** That the statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, the Fiscal Year 2021 Contract Award Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

**Section 3.** The Intergovernmental Agreement between the City of Surprise and the Maricopa County, attached as *Exhibit C*, is approved.

**Section 4.** The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

Attest:

Approved as to form:

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

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



**RESOLUTION # 2021-07**  
**Exhibit A**

1. Appropriation - The allocations below represent a reallocation of appropriations in the amount of \$184,900 from the contingency within the Grants Fund to the Neighborhood Revitalization Fund to accept grant funding from Maricopa County via the Department of Housing and Urban Development 2020 HOME Program funds. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

| <b>Fund</b>                 | <b>Department</b>            | <b>Project/Category</b> | <b>Rev/<br/>Exp</b> | <b>Current<br/>Budget</b> | <b>Increase/<br/>(Decrease)</b> | <b>Amended<br/>Budget</b> |
|-----------------------------|------------------------------|-------------------------|---------------------|---------------------------|---------------------------------|---------------------------|
| Neighborhood Revitalization | Human Svcs and Comm Vitality | #G51563 2020 HOME       | E                   | -                         | 184,900                         | 184,900                   |
| Neighborhood Revitalization | Human Svcs and Comm Vitality | #G51563 2020 HOME       | R                   | -                         | 184,900                         | 184,900                   |
| Grants/Contingency          | General Operations           | Contingency             | E                   | 17,760,300                | (184,900)                       | 17,575,400                |
| Grants/Contingency          | General Operations           | Other                   | R                   | 25,990,100                | (184,900)                       | 25,805,200                |
| <b>Expense Total</b>        |                              |                         |                     | <b>17,760,300</b>         | <b>-</b>                        | <b>17,760,300</b>         |
| <b>Revenue Total</b>        |                              |                         |                     | <b>25,990,100</b>         | <b>-</b>                        | <b>25,990,100</b>         |

**RESOLUTION # 2020-07**  
**Exhibit B**

2. Contract Awarding Authority List – Council approved \$184,900 for the purpose of Home Investment Partnership (HOME) Program included on the Fiscal Year 2021 Contract Awarding Authority List. This amount was based on the attached Intergovernmental Agreement with Maricopa County.

| Reference # | Description                    | Current Amount | Increase/ (Decrease) | Amended Amount |
|-------------|--------------------------------|----------------|----------------------|----------------|
| 21464       | Tenant Based Rental Assistance | \$650,000      | \$184,900            | \$834,900      |

**RESOLUTION # 2021-07**  
**Exhibit C**

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF SURPRISE AND MARICOPA COUNTY

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
MARICOPA COUNTY  
ADMINISTERED BY ITS  
HUMAN SERVICES DEPARTMENT  
AND  
THE CITY OF SURPRISE

Agreement Amount: \$184,855

Agreement Start Date: \_\_\_\_\_

Agreement Termination Date: September 30, 2024

Agreement Number: \_\_\_\_\_

CFDA Number: 14.239, HOME Investment Partnerships Program

DUNS Number: 021648936

This Intergovernmental Agreement ("Agreement") is entered between Maricopa County, administered by its Human Services Department ("County"), and the City of Surprise ("City"). The City and the County collectively are referred to in this Agreement as the "Parties" and individually as a "Party."

The County shall provide financial reimbursement in the amount listed above, subject to the terms of this Agreement and the availability of funds. The Agreement Amount constitutes the County's entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

The City for and in consideration of the covenants and conditions set forth in this Agreement shall provide and perform the services set forth in this Agreement. All rights and obligations of the Parties shall be governed by the terms of this Agreement and its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth in this Agreement and in:

- Section 1 – General Provisions
- Section 2 – Special Provisions
- Section 3 – Work Statement
- Section 4 – Compensation
- Section 5 – Attachments

Lead Agency: Maricopa County

Representative: Rachel Milne, Assistant Director, Housing and Community Development Division

Phone: 602-372-1528

E-mail : Rachel.Milne@maricopa.gov

Address: 234 North Central Avenue, Third Floor, Phoenix, Arizona 85004

City: Surprise, Arizona

Representative: Seth Dyson, Director, Human Service & Community Vitality Department

Phone: 623-222-1620

E-mail: seth.dyson@surpriseaz.gov

Address: 16000 North Civic Center Plaza, Surprise, Arizona 85374

Notice under this Agreement shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth

above and shall be effective upon receipt if personally delivered and three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, if sent by registered or certified mail. Business days means Monday through Friday, unless recognized as a federal or State of Arizona holiday.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties to this Agreement. Nothing in this Agreement shall be construed as consent to any lawsuits, or waiver of any defenses in a lawsuit brought against Maricopa County or the City in any state or federal court.

IN WITNESS, the Parties have signed this Agreement:

APPROVED BY:  
MARICOPA COUNTY

APPROVED BY:  
City of Surprise

\_\_\_\_\_  
Jack Sellers, Chairman, Board of Supervisors

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

\_\_\_\_\_  
Date

Attested to:

Attested to:

\_\_\_\_\_  
Juanita Garza, Clerk of the Board

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to form:

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to form:

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney for the City of Surprise

\_\_\_\_\_  
Date

**SECTION 1**  
**GENERAL PROVISIONS**



**MARICOPA COUNTY HUMAN SERVICES DEPARTMENT**

**1.0 PURPOSE**

The County shall provide the City with U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program funds for the provision of HOME activities as identified in Section 3 (Work Statement).

**2.0 TERM**

The Term of this Agreement shall commence upon the signature of the last signer ("Agreement Start Date") and terminate on the Agreement Termination Date listed on page 1 of this Agreement.

**3.0 RENEWAL**

This Agreement may be renewed by a written amendment, provided, however, that the City is in full compliance with all terms and conditions of this Agreement. The City shall notify the County in writing of its intent to extend the Agreement term at least ninety (90) calendar days prior to the expiration of the original Agreement term, or any additional terms thereafter.

**4.0 AMENDMENTS**

4.1 All Amendments to this Agreement shall be in writing and signed by authorized signers for both Parties. All requests for amendment made by the City shall be sent to the County no later than ninety (90) calendar days prior to expiration of the original Agreement term, or any additional terms thereafter.

**5.0 TERMINATION**

5.1 Pursuant to A.R.S. § 38-511, the County may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County from any other party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.

5.2 Pursuant to A.R.S. § 38-511, the City may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, the City may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City from any other party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.

5.3 Either party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the County

under the Availability of Funds provision). The notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested to the persons at the addresses set forth on page 1 of this Agreement.

- 5.4 The County has the right to terminate this Agreement upon 24-hour notice when the County deems the health or welfare of the service recipients are endangered or the City's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement will terminate upon the expiration of the Term of this Agreement stated on page 1 of this Agreement.
- 5.5 In accordance with 2 C.F.R. Part 200, Subpart D, the County may suspend or terminate this Agreement if the City violates any terms or conditions of this Agreement or if the City fails to maintain a good faith effort to carry out the purpose of this Agreement.
- 5.6 The Parties may terminate this Agreement for convenience in accordance with 2 C.F.R. Part 200, Subpart D. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Parties in writing stating the reasons for such termination.

## 6.0 EFFECT

To the extent that the Special Provisions conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions conflict with the General Provisions, Special Provisions or Work Statement, the Compensation Provisions shall control. Nothing in this Agreement shall operate to increase the Operating Budget without a written amendment to this Agreement.

## 7.0 DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

- 7.1 **Annual Action Plan** means the annual plan submitted by the County (as the lead agency of the Maricopa HOME Consortium) to HUD, which describes the Consortium's annual program goals.
- 7.2 **Assistant Director** means the Director of the Housing and Community Development Division within the Maricopa County Human Services Department.
- 7.3 **Beneficiary** means a person or household that meets the income requirements of 24 C.F.R. § 92.203 subject to the restriction on assistance to students enrolled in an institution of higher education, as described in 24 C.F.R. § 5.612.
- 7.4 **Board of Supervisors (BOS)** means the Maricopa County Board of Supervisors.
- 7.5 **Commitment or Commit to a Specific Local Project** shall have the same meaning as set forth in 24 C.F.R. § 92.2 (1) and (2), respectively.
- 7.6 **County** means Maricopa County.
- 7.7 **Department** means the Maricopa County Human Services Department, Housing and Community Development Division as Lead Agency.
- 7.8 **Director** means the Director of the Maricopa County Human Services Department.
- 7.9 **Division** means the Housing and Community Development Division of the Maricopa County Human Services Department.
- 7.10 **Five-Year Consolidated Plan** means the HUD required Consolidated Plan submitted by the County as the Lead Agency for the Maricopa HOME Consortium.
- 7.11 **HOME** means the HOME Investment Partnerships Program.
- 7.12 **HUD** means U.S. Department of Housing and Urban Development.
- 7.13 **IDIS** means Integrated Disbursement Information Systems. IDIS is a nationwide database that provides HUD with current information regarding HOME activities.



- 7.14 **Lead Agency or Department** means the Maricopa County Human Services Department, Housing and Community Development Division.
- 7.15 **Low-income families** means families whose annual incomes do not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 C.F.R. § 5.612.
- 7.16 **Minority Business Enterprise (MBE)** means an entity that is majority owned or controlled by a socially and economically disadvantaged individual as described by Public Law 95-507.
- 7.17 **Net Proceeds** means the amount remaining after deducting non-HOME debt and closing costs from the sale of a HOME funded asset, obligation, or loan.
- 7.18 **Performance Bond** means a bond executed to secure fulfillment of the City's obligations under this Agreement.
- 7.19 **Program Income** means gross income received by the City directly generated from the use of HOME funds. For purposes of this Agreement, the gross income from the sale of real property acquired and constructed with HOME funds is considered Program Income. Program Income is subject to the requirements of the HOME regulations.
- 7.20 **Project** means the work activities or functions identified in Section 3 (Work Statement) as described in a legally binding agreement between the City and the prospective owners or beneficiaries of the HOME funds for which all necessary financing has been secured, budgeted and underwriting has been completed and otherwise complies with 24 C.F.R. §§ 92.2(2)(A) and 92.2 (B). For Tenant- Based Rental Assistance, Project means assistance to one or more families through a rental assistance contract.
- 7.21 **Public Agency** has the meaning prescribed by A.R.S. § 11-951.
- 7.22 **Subcontract** means any agreement entered into by the City with a third party for professional services for performance of any of the work or provision of any of the services covered by this Agreement.
- 7.23 **Subcontractor** means an entity funded through the City to provide any work or services required by the Work Statement.
- 7.24 **Subrecipient** means a public or private nonprofit agency, authority or organization, or an entity described in 24 C.F.R. § 570.500(c), to which a subaward is made and which is accountable to the recipient for the use of the funds provided.
- 7.25 **Tenant Based-Rental Assistance (TBRA)** means a form of rental assistance in which the assisted tenant may move from a dwelling unit with a right to continued assistance. Tenant-based rental assistance under this Agreement also includes security deposits for rental of dwelling units.
- 7.26 **Vendor** means an entity funded through the City to provide services required by the Work Statement.
- 7.27 **Very low-income families** mean low-income families whose annual incomes do not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. An individual does not qualify as a very low-income family if the

individual is a student who is not eligible to receive Section 8 assistance under 24 C.F.R. § 5.612.

7.28 **Work Statement** means the section of this Agreement that contains a description of services to be delivered pursuant to this Agreement.

7.29 **Women's Business Enterprise (WBE)** means an entity in which a woman has majority ownership and control.

## **8.0 GENERAL REQUIREMENTS**

8.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable regulations of the United States Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.

8.2 The City shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Agreement, and it shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation.

8.3 The City is an independent contractor in the performance of work and the provision of services under this Agreement.

8.4 The City shall comply with the regulations prohibiting a conflict of interest, and not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in the Parties' organization or with which the Parties (or one of their directors, officers, owners, trust certificate holders, or relatives) have a substantial interest, unless the Parties make full written disclosure of the proposed payments to the County and have received written approval for the payments. For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

## **9.0 ACCEPTANCE OF FUNDS**

The City hereby agrees to the receipt of funds under the terms of this Agreement and agrees to execute and return a signed Agreement to the County within 30 days after receipt of this Agreement unless the City has received a written waiver of this requirement from the County.

## **10.0 ASSIGNMENT AND SUBCONTRACTING**

No right, liability, obligation, or duty under this Agreement may be assigned, delegated, or subcontracted, in whole or in part, without the prior written approval of the County. The City shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County agrees otherwise.

## **11.0 AVAILABILITY OF FUNDS**

11.1 The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the City, as provided in this Agreement, are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the City fully informed as to the availability of funds.

11.2 If any action is taken by any state agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under or in connection with this Agreement, then the Parties may amend, suspend, decrease, or terminate their obligations under or in connection with this Agreement. In the event of termination, the County shall be liable for payment only for services rendered prior

to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The County shall give written notice of the effective date of any suspension, amendment, or termination under this Subparagraph at least ten (10) calendar days in advance.

## **12.0 BUDGET ADJUSTMENTS**

- 12.1 Any requests for reasonable budget adjustments must be submitted ninety (90) calendar days prior to the expiration of this Agreement. Requests for adjustments to this Agreement must be supported by documentation.
- 12.2 The City must receive prior written approval from the County to move funds from one budget line item to another. Budget adjustments that do not change the total Agreement amount may be documented by an Administrative Change Order approved and fully executed by the Chairman of the Board of Supervisors and the City's authorized Representative and defined in Section 2 (Special Provisions), Paragraph 20.0 (General Conditions). If a budget adjustment is necessary that either increases or decreases the Agreement amount, then the County shall follow Section 1 (General Provisions), Paragraph 4.0 (Amendments) of this Agreement to amend the Agreement.

## **13.0 DISPUTES**

- 13.1 Except as may otherwise be provided for in this Agreement, any dispute arising out of this Agreement that is not resolved between the Parties within a reasonable period of time, which shall not exceed one hundred twenty (120) days, shall be submitted in accordance with the following dispute resolution process:
  - 13.1.1 Notice of the specific grounds of a dispute shall be in writing and filed with the Assistant Director within ten (10) business days from the date the City knew or should have known of the basis of the dispute.
  - 13.1.2 The Assistant Director shall respond in writing to the City within fourteen (14) business days. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) business days after the date City is served with the decision, the City files a written notice of appeal with the Human Services Department Director.
  - 13.1.3 The Human Services Department Director shall provide the City with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.
  - 13.1.4 Pending a final decision from the Director, the City shall diligently proceed with its performance of this Agreement in accordance with the Assistant Director's decision.

## **14.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE**

- 14.1 Notwithstanding anything to the contrary, this Subparagraph shall not be deleted or superseded by any other provision of this Agreement.
- 14.2 This Agreement may be immediately terminated by the County if the City defaults by failing to perform any objective, or breaches any obligation under this Agreement, or any event occurs that jeopardizes the City's ability to perform any of its obligations under this Agreement. The County reserves the right to have the services provided by persons other than the City if the City is unable or fails to provide required services with the specified time frame.
- 14.3 Failure to comply with the requirements of this Agreement and all applicable federal, state, or local laws, rules, and regulations may result in suspension or

termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement to the County by the City of any funds improperly expended, or the recovery of funds improperly acquired. Noncompliance with this Agreement includes but is not limited to:

- 14.3.1 Nonperformance of any obligations;
  - 14.3.2 Noncompliance with any applicable federal, state, or local laws, rules or regulations, including HUD guidelines, policies, or directives;
  - 14.3.3 Unauthorized expenditure of funds;
  - 14.3.4 Violation of the applicable affordability period;
  - 14.3.5 Improper disposition of recaptured proceeds;
  - 14.3.6 Improper disposition of Program Income;
  - 14.3.7 Noncompliance with applicable financial record requirements, accounting principles, or standards established by 2 C.F.R. Part 200; and
  - 14.3.8 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 14.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the City shall, without intent to limit or with restrictions, be subject to the following:
- 14.4.1 All funding shall be immediately revoked, and any approvals related to the Project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
  - 14.4.2 Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
  - 14.4.3 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the City at the time of suspension or termination, or that may accrue later. Nothing in this Agreement shall be construed to limit or terminate any right or remedy available under contract or rule.
  - 14.4.4 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
- 14.5 The City shall, upon notice or with knowledge obtained by the City, or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by it or its employees, officials, successors, assigns, contractors, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violations of any federal, state, or local laws, rules, or regulations; or the breach of any certifications or warranties provided in this Agreement.

## **15.0 SEVERABILITY**

Any provision of this Agreement that is determined to be invalid, void, or illegal by a court shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

**16.0 STRICT COMPLIANCE**

The County's acceptance of the City's performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall follow Section 1 (General Provisions), Paragraph 4.0 (Amendments) of this Agreement.

**17.0 NON-LIABILITY**

The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the City or Vendor or any agent, representative, official, officer, director, employee, volunteer, department, agency, board, committee, or commission of the City or Vendor occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the City or Vendor or any agent, representative, official, officer, director, employee, volunteer, department, agency, board, committees, or commissions of the City or Vendor, in connection with this Agreement.

**18.0 INDEMNIFICATION**

To the extent permitted by law, the City shall, and shall cause any of its Subcontractors, to indemnify, defend, save and hold harmless the County, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions ("Indemnatee") from and against any and all claims, demands, actions, liabilities, damages, losses, judgments, or expenses (including court costs, attorney and expert fees, and costs of claim processing, investigation, and litigation) ("Claims"): A.) that either directly or indirectly are caused by, arise from, or relate to breach of this Agreement by the City and any of its Subcontractors, or any of the agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions of the City and any of its Subcontractors; and B.) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property that are either directly or indirectly caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, in whole or in part, the negligent or willful acts or omissions of the City and any of its Subcontractors, or any of the agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions of the City and any of its Subcontractors. This indemnity includes any claims or amounts arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the City or any of its Subcontractors to conform to any federal, state or local laws, statutes, ordinances, rules, regulations, or court decrees. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the City and any of its Subcontractors from and against any and all Claims. It is agreed that the City and any of its Subcontractors will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

**19.0 TECHNICAL ASSISTANCE**

The County shall provide reasonable technical assistance to the City to assist in complying with state and federal laws and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws,

regulations, and standards. However, this assistance in no way relieves the City of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

## **20.0 SINGLE AUDIT ACT REQUIREMENTS**

The City is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. §§ 7501, *et seq.*). The City shall comply with 2 C.F.R. Part 200. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted within the twelve (12) months following the close of the fiscal year. The City shall take corrective actions within six (6) months after the date of receipt of the reports. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by either HUD or the County that the City is not in compliance with the audit requirements.

## **21.0 AUDIT DISALLOWANCES**

- 21.1 The City shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit in the amount of the disallowance, as well as court costs and attorney and expert fees the County spends to pursue legal action relating to a disallowance. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
- 21.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the City in writing of the disallowance and the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the amount of the disallowance or to require immediate repayment of the disallowed amount by the City issuing a check payable to the County.

## **22.0 STAFF AND VOLUNTEER TRAINING**

The County may make available to the City the opportunity to participate in any applicable training activities conducted by the County.

## **23.0 CLEAN AIR ACT**

If the total face value of this Agreement exceeds \$100,000, then the City agrees to comply with all regulations, standards, and orders issued under the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

## **24.0 LOBBYING**

- 24.1 No federal appropriated funds have been paid or will be paid by or on behalf of the City to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- 24.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or

cooperative agreement, then the City shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

**25.0 RELIGIOUS ACTIVITIES**

The City agrees that none of its costs and none of the costs incurred by any Vendor will include any expense for any religious activity.

**26.0 POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property, or services contributed by the County or the City under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

**27.0 COVENANT AGAINST CONTINGENT FEES**

The City warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

**28.0 SAFEGUARDING OF PARTICIPANT INFORMATION**

The use or disclosure by any Party of any information concerning an applicant for, or recipient of, services under this Agreement is directly limited to the purpose of this Agreement. The City and its agents shall safeguard the confidentiality of this information as required by federal and state law. The City shall include a clause to this effect in all Subcontracts.

**29.0 RIGHTS IN DATA**

The Parties shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply the other Parties, upon request, any available information that is relevant to this Agreement and to the performance under it.

**30.0 COPYRIGHTS**

If this Agreement results in a book or other written material, then the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual, and irrevocable license to reproduce, publish, use, and to authorize others to use all copyrighted material and all material that can be copyrighted as a result of this Agreement.

**31.0 PATENTS**

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the County for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued on such invention or discovery, shall be disposed of and administered in order to protect the public interest.

**32.0 AGREEMENT COMPLIANCE MONITORING**

32.1 The County will monitor the City's compliance with fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by the HUD and Maricopa County. On-site visits for compliance monitoring may be made by either the County or its grantor agencies (or by both the County and its grantor agencies) at any time during the City's normal

business hours, announced or unannounced. For auditing purposes, the County shall provide the City with a 30-calendar day advance notice of any proposed on-site visits. During an on-site visit, the City shall make all its records and accounts related to work performed under this Agreement available to the County for inspection and copying.

- 32.2 The County shall request information for monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. Part 200, to include:

- 32.2.1 Financial Management 2 C.F.R. § 200.302
- 32.2.2 Internal Controls 2 C.F.R. § 200.303
- 32.2.3 Bonds 2 C.F.R. § 200.304
- 32.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305
- 32.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306
- 32.2.6 Program Income 2 C.F.R. § 200.307
- 32.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308
- 32.2.8 Period of Performance 2 C.F.R. § 200.309
- 32.2.9 Insurance Coverage 2 C.F.R. § 200.310
- 32.2.10 Record Retention and Access 2 C.F.R. § 200.31
- 32.2.11 Procurement Standards 2 C.F.R. § 200.318
- 32.2.12 Indirect Costs 2 C.F.R. § 200.414
- 32.2.13 Compensation-Personal Services 2 C.F.R. § 200.430
- 32.2.14 Audit Requirements 2 C.F.R. § 200.501-200.517

### **33.0 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS**

- 33.1 The City shall, during the term of this Agreement, immediately inform the Lead Agency in writing of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the City to notify the County of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.
- 33.2 The County may request, and the City will provide within a reasonable time, which shall not exceed ten (10) business days, a copy of such other agreement or grant, when in the opinion of the County the award of the Agreement or grant may affect the costs being paid or reimbursed under this Agreement.
- 33.3 If the County determines that the award to either the City of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, then the County will prepare an amendment to this Agreement effecting a cost adjustment. If the City disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" section contained in this Agreement.

### **34.0 MINIMUM WAGE REQUIREMENTS**

The City warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, *et seq.*), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

### **35.0 RECOGNITION OF DEPARTMENT SUPPORT**

The City will give recognition to the County and the funding source for its support when the City publishes materials that are (or releases of public information that is) paid for either in whole or in part with funds received by the City under this Agreement.



**36.0 INSURANCE**

- 36.1 The City is insured via the Arizona Municipal Risk Retention Pool.
- 36.2 All insurance required under this Agreement shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Agreement.
- 36.3 The City's insurance shall be primary insurance in respect to the County, and any insurance or self-insurance maintained by the County shall not contribute to it.
- 36.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.
- 36.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible or self-insured retentions (or both) shall not be applicable with respect to the coverage provided to the County under those policies. The City shall be solely responsible for the deductible and self-insured retention and the County, at its option, may require the City to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 36.6 The insurance policies required by this Agreement, except Workers' Compensation, shall name the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions as Additional Insureds.
- 36.7 The policies required under this Agreement, except Workers' Compensation, shall contain waivers of transfer of rights of recovery (subrogation) against the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions for any claims arising out of the work or service of the City.
- 36.8 The City's policies shall stipulate that the insurance afforded the City shall be primary insurance and that any insurance carried by the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions shall be excess and not contributory insurance, as provided by A.R.S. § 41-621.
- 36.9 Coverage provided by the City shall not be limited to the liability assumed under the Indemnification provisions of this Agreement.
- 36.10 The City shall have coverage in effect at all times during the term of this Agreement in as much that is adequate to protect the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions and equipment funded under this Agreement against such losses as are set forth below. The City shall each name the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions as additional insured parties. The City shall provide the County with documentation of insurance coverage by furnishing the County a certificate of insurance or a certified copy of the insurance policy or other documentation.
- 36.11 The following types and amounts of insurance are required as a minimum:
  - 36.11.1 Workers' Compensation according to statutory limits;
  - 36.11.2 Unemployment Insurance as required by Arizona Law;
  - 36.11.3 Public Liability, Bodily Injury, and Property Damage;
    - 36.11.3.1 General Liability, each occurrence, \$1,000,000; and
    - 36.11.3.2 Property Damage \$1,000,000; or combined single limit each occurrence \$1,000,000.00 minimum 3 Automobile and

- Truck Liability with minimum limits of \$1,000,000.00 per occurrence.
- 36.11.4 Standard minimum deductible amounts are allowable. Any deductible amounts are the responsibility of the City and reimbursements, if any, under this Agreement are subject to regulatory provisions of the funding source(s) of this Agreement.
- 36.11.5 Property or equipment purchased or furnished through funds provided under this Agreement shall be fully insured for the purchase or replacement cost of such property or equipment.
- 36.12 Certificates of Insurance:
- 36.12.1 Upon execution of this Agreement, the City shall furnish the County with valid and complete certificates of insurance or formal endorsements as required by the Agreement, issued by the City's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement by number and title.
- 36.12.2 Prior to commencing either work or services under this Agreement, the City shall have insurance in effect as required by this Agreement in the form provided by the County, issued by the City's insurer(s), as evidence that policies providing the coverage, conditions, and limits required by this Agreement are in full force and effect. Such certificates shall be made available to the County within ten (10) business days of request by County. BY SIGNING THIS AGREEMENT, THE CITY AGREES TO THIS REQUIREMENT AND THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS AGREEMENT.
- 36.12.3 In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the City's work or services and as evidenced by annual Certificates of Insurance.
- 36.12.4 If a policy does expire during the life of this Agreement, then a renewal certificate must be sent to the County fifteen (15) business days prior to the expiration date.
- 36.13 Cancellation and Expiration Notice:  
Insurance required under this Agreement shall not be permitted to expire, be canceled, without thirty (30) business days prior, written notice to the County.
- 36.14 Subcontractors:  
Either the City's certificate(s) shall include all Subcontractors as insureds under its policies or the City shall furnish to the County separate certificates for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
- 36.15 Approval:  
Any modifications or variations from the insurance requirements in this Agreement must have prior approval from the County whose decision shall be final. Such action will require a formal Amendment and must be approved and signed by both Parties.
- 36.16 Exceptions:  
In the event the City, or a Subcontractor is a public entity, the Insurance Requirements shall not apply to such public entity. Such public entity shall provide a Certificate of Self-Insurance.

**37.0 BONDING**

- 37.1 The City shall not commence performance or receive any reimbursements under this Agreement until such time as an assurance of performance (performance bond) shall have been provided in the full amount of this Agreement.
- 37.2 Any performance bond shall be from a company with a rating not less than B++ and shall be in form acceptable to the Maricopa County Attorney.
- 37.3 The City shall provide the County with documentation of required bonding.
- 37.4 Nothing contained in this Paragraph shall limit the ability of the City to provide multiple assurances provided that the total assured amount shall be not less than the full amount of this Agreement.

**38.0 GRIEVANCE PROCEDURE**

The City shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the City's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the County if the grievance is not satisfied at the City's level. This system shall include protest procedures for decisions related to contract awards and requests for reasonable accommodations for persons with disabilities.

**39.0 NONDISCRIMINATION**

The City, in connection with any service or other activity under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The City shall include this clause in all its Subcontracts.

**40.0 EQUAL EMPLOYMENT OPPORTUNITY**

- 40.1 The City shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin.
- 40.2 The City shall each take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, or national origin. Such action shall include but is not limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 40.3 The City shall, to the extent the following provisions apply, comply with:
  - 40.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);
  - 40.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);
  - 40.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);
  - 40.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and
  - 40.3.5 Arizona Executive Order 2009-09, as amended, *et seq.* which mandates that all persons shall have equal access to employment opportunities.

**41.0 DISABILITY REQUIREMENTS**

The City agrees that any electronic or information technology offered under this Agreement shall comply with Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information

technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

#### **42.0 UNIFORM ADMINISTRATIVE REQUIREMENTS**

The City agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in 2 C.F.R. Part 200.

#### **43.0 FINANCIAL MANAGEMENT**

The City shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in such bank account shall be commingled. All interest earned on such an account shall be disposed of in a manner specified by the County in accordance with applicable state and federal regulations. The City shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, then it shall be in accordance with generally accepted accounting principles.

#### **44.0 RETENTION OF RECORDS**

44.1 This provision applies to all financial and programmatic records, supporting documents, statistical records, and other records of the City that are related to this Agreement.

44.2 The City shall retain all records related to this Agreement for a minimum of six (6) years after final payment or until after the resolution of any audit questions, which could be more than six (6) years, whichever is longer, or for the period of affordability imposed by deed restrictions. The County, federal and state auditors, and any other persons duly authorized by the County, shall have full access to, and the right to examine, copy, and make use of any and all of the records.

#### **45.0 ADEQUACY OF RECORDS**

If the City's books, records, and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, then the City shall reimburse the County for the services not supported and documented.

#### **46.0 COMPETITIVE BID REQUIREMENTS**

##### **46.1 Equipment**

The City shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost in accordance with the following competitive bidding system:

46.1.1 Procurements less than \$3,000 (micro-purchases) are exempt from needing competitive quotes.

46.1.2 Procurements exceeding an aggregate amount of \$3,000 shall be approved by the County. At least three (3) bidders shall be solicited to submit written quotations. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

##### **46.2 Supplies**

The City shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and in accordance with a system of written quotes whenever the price is expected to be

greater than \$300, unless the City obtains the County's prior written approval to purchase supplies by an alternate method.

46.3 Minority, Women, and Small Business Enterprises

The City shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.

46.4 Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions section of this Agreement.

**47.0 PROPERTY**

Any property furnished or purchased under the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County and shall revert to the County upon termination of this Agreement unless the County determines otherwise. The costs to repair such property are the responsibility of the City within the limits budgeted under this Agreement. Repair costs beyond the budgeted amount shall be approved by the County.

**48.0 IMMIGRATION LAWS AND REGULATIONS**

48.1 Federal Immigration and Nationality Act

48.1.1 The City understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The City agrees to comply with the IRCA in performing under this Agreement and to permit the other Parties to inspect personnel records to verify such compliance.

48.1.2 The City warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. The City shall obtain statements from its Subcontractors certifying compliance and shall furnish the statements to the Assistant Director upon request. These warranties shall remain in effect through the term of this Agreement. The City and its Subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

48.1.3 The County may request verification of compliance for any employees or Subcontractors performing work under this Agreement. Should the County either suspect or find that the City or any of its Subcontractors are not in compliance, then the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of this Agreement for default, and suspension or debarment (or both) of the City. All costs necessary to verify compliance are the responsibility of the City and its Subcontractor(s).

48.2 Arizona Law

48.2.1 The City warrants that it will comply with A.R.S. § 41-4401 (e-verify requirements) and further acknowledge that:

48.2.2 The City and its Subcontractors and Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

48.2.3 A breach of a warranty under Sub-subparagraphs 48.2.1 and 48.2.2 above shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability; and

48.2.4 The County and any contracting government entities retain the legal right to inspect the papers and employment records of any employees of the City and its Subcontractors and Vendors who work on this Agreement to ensure that the City and its Subcontractors and Vendors are complying with the warranty provided under Sub-subparagraphs 48.2.1 and 48.2.2 above and that the City agrees to make all papers and employment records of such employee(s) available during normal working hours in order to facilitate such an inspection.

**49.0 GOVERNOR'S EXECUTIVE ORDER NO. 88-26**

The City is required to use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

**50.0 EMPLOYMENT DISCLAIMER**

50.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind amongst the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

50.2 The Parties agree that no individuals performing activities under this Agreement on behalf the City are to be considered a County employee, and no rights of County civil service, County retirement, or County personnel rules shall accrue to such individuals. The City shall have total responsibility for all its salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall defend and hold the County harmless with respect thereto.

**51.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

51.1 The undersigned individuals, by signing and submitting this Agreement have the authority to certify the City to the terms, representations, and warranties of this Certification. The City, defined as the primary participant in accordance with 2 C.F.R. Part 376, certifies to the best of its knowledge and belief that it and its principals:

51.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

51.1.2 have not, within a 3-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of any federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

51.1.3 are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Subparagraph 51.1.2 of this certification;

51.1.4 have not, within a 3-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default;

51.1.5 shall immediately notify the County if, at any time during the term of this Agreement, they are debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in

the event of such occurrence, including immediate termination of this Agreement; and

51.1.6 shall not enter into a Subcontract or sub-recipient agreement with any person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

51.2 The City shall include, without modification, this Certification's language, titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" in all agreements with other contractors, in all lower tier covered transactions, and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R. Part 76.

51.3 Should the City not be able to provide this Certification, an explanation as to why shall be immediately provided to the County, Attention: Housing and Community Development Assistant Director, 234 North Central Avenue, Third Floor, Phoenix, Arizona 85004.

## **52.0 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS**

52.1 The City agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and Section 3.908 of the Federal Acquisition Regulation;

52.2 The City shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the City and copies provided to the County upon request; and

52.3 The City shall insert the substance of this clause, including this Subparagraph, in all Subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

## **53.0 WRITTEN CERTIFICATION IN ACCORDANCE WITH A.R.S. § 35-393.01**

53.1 If the City engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, then the City certifies it is not currently engaging in and agrees for the duration of this Agreement not to engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

## **54.0 SURVIVAL**

54.1 The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

**SECTION 2**  
**SPECIAL PROVISIONS**



**MARICOPA COUNTY**  
**HUMAN SERVICES DEPARTMENT**



**1.0 STANDARDS**

The City shall perform the work and provide the services identified in the Work Statement and shall immediately notify the County whenever the City is unable to, or anticipates an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The City acknowledges that any inability to perform the work and provide the services, or comply with the standards, set forth in this Agreement may subject the City to the remedies provided in the Default and Remedies for Noncompliance established in the General Provisions.

**2.0 COMPLIANCE WITH LAWS, RULES & REGULATIONS**

This Agreement and the Parties to it are subject to all applicable federal, state, or local laws, rules, and regulations. The City shall comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement.

**3.0 COMPLIANCE WITH REQUIREMENTS REGARDING ELIGIBILITY FOR PUBLIC BENEFITS**

3.1 The City shall comply with state and other laws regarding eligibility for public benefits, including A.R.S. §§ 1-501 and 1-502, which state that public benefits shall only be provided to eligible applicants who are citizens of the United States, or are Qualified Non-Citizens:

3.1.1 All applicants authorized to receive public benefits must provide documentation of their lawful presence in the United States through a verification process.

3.1.2 All eligible applicants must also execute a sworn affidavit stating that the documentation provided during the verification process to prove citizenship or qualified non-citizen is true.

3.1.3 The Affidavit Demonstrating Lawful Presence in the United States or similar form shall be used to document compliance with requirements listed above.

3.1.4 Maricopa County and its subcontracted entities are required to report "discovered violations" of federal immigration law.

3.1.5 Federal public benefits are defined in A.R.S. § 1-501 as any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States.

3.1.6 State or local public benefits are defined in A.R.S. § 1-502 as any grant, contract, loan, professional license, or commercial license provide by an agency of the state or local government or by appropriated funds of a state or local government; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of a state or local government or by appropriated funds of a state or local government.

3.2 Programs, services, or assistance (such as soup kitchens, crisis counseling and intervention, and short-term shelter) that meet the following conditions are exempt from A.R.S. §§ 1-501 and 1-502:

- 3.2.1 deliver in-kind services at the community level, including through public or private nonprofit agencies;
- 3.2.2 do not condition the provision of assistance, the amount of assistance provided, or the cost of assistance provided on the individual recipient's income or resources; and
- 3.2.3 are necessary for the protection of life or safety.

#### **4.0 AUDIT REQUIREMENTS**

The City shall, at its own expense, file with the Human Services Department, Housing and Community Development Division, by March 30th of each year, either audited financial statements prepared in accordance with federal single audit requirements, or financial statements of the HOME Program prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

#### **5.0 SPECIAL FEDERAL AND PROJECT PROVISIONS**

5.1 In accordance with HUD HOME Program regulations, the City agrees to use HOME funds pursuant to the Five-Year Consolidated Plan and the Annual Action Plan as approved by HUD and all requirements of 24 C.F.R. Part 92. The City will require that this requirement is included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and agreements under grants, loans, and cooperative agreements) and that all Subcontractors and Vendors shall certify and disclose accordingly. The Annual Action Plan is hereby incorporated by reference into this Agreement. The Project activities are described in Section 3 (Work Statement). The City shall be responsible to provide reports of all activities related to the Work Statement. The City agrees to submit to the County the following reports:

- 5.1.1 **Program Income Report:** If applicable, due annually on March 31st.
- 5.1.2 **Quarterly Performance Reports:** due on the 15th of January, April, July, and October of the preceding three (3) months (i.e., the July report covers the months of April, May, and June). Reports shall address all Project activities described in the Work Statement. Failure to submit timely Quarterly Performance Reports will result in suspension of reimbursement of funds requested until all reports are brought current.
- 5.1.3 **Request for Reimbursements:** The Request for Reimbursement Form must include all supporting documentation, and a Match Log. The City will complete the documents and submit them to the County for approval.
- 5.1.4 **HOME Setup Reports:** due within one (1) year after the date this Agreement is fully executed. According to 24 C.F.R. § 92.250 (b): Before Setup Reports are submitted, the City must evaluate the Project in accordance with guidelines that the City has adopted for determining a reasonable level of profit or return on its investment in the Project and must not commit or invest any more HOME funds, alone or in combination with other governmental assistance, than are necessary to provide quality affordable housing that is financially viable for a reasonable period (at a minimum, the period of affordability in accordance with 24 C.F.R. §§ 92.252 and 92.254) and that will not provide a profit or return on the City's investment that exceeds the City's established standards for the size, type, and complexity of the Project.
- 5.1.5 **HOME Completion Report:** due no later than sixty (60) days after final payment is requested. The HOME Completion Report must include all required documents as described in this Agreement. Within ten (10)

business days after receipt of the HOME Completion Report, the County will enter the Project completion data into the HUD Exchange Integrated Disbursement and Information System (IDIS). The date the HOME Completion Report is entered into IDIS is the date the affordability period commences for each activity.

5.1.6 **Initial Request for Reimbursement form:** with required documentation for each activity is due within 45 (forty-five) days after submitting a HOME Setup Report.

5.1.7 **Other HUD:** required reporting data as applicable.

## **6.0 PROGRAM INCOME**

6.1 Program Income may be retained and used by the City for HOME-eligible activities that benefit low-income families, as outlined in 24 C.F.R. Part 92. Any Program Income received by the City must be retained and reported by the County in the following year's Annual Action Plan. The City will report to the County by March 31st of each year the amount of HOME Program Income received during the period of April 1st to March 31st. Maricopa County then will report the Program Income funds to HUD in the HOME Consortium's Annual Action Plan, designating the activity type for which the Program Income will be expended.

## **7.0 REAL PROPERTY ACQUIRED OR IMPROVED WITH HOME FUNDS**

7.1 Upon expiration of this Agreement, any real property under the City's control that was acquired or improved in whole or in part with HOME funds must be occupied by low-income households and in compliance with HOME occupancy limits and must meet the requirements to qualify as affordable housing subject to encumbrances and obligations described in any applicable recorded deed restrictions. The option to use deed restrictions must include a period of affordability as set forth in 24 C.F.R. §§ 92.252 and 92.254.

## **8.0 TENANT-BASED RENTAL ASSISTANCE (TBRA)**

8.1 Eligible costs are the rental assistance and security deposit payments made to provide TBRA for a family pursuant to 24 C.F.R. § 92.209. Eligible costs also include utility deposit assistance, but only if this assistance is provided with TBRA or a security deposit payment. Administration of TBRA is eligible only under general management oversight and coordination at 24 C.F.R. § 92.207(a), except that the costs of inspecting and determining the income eligibility of the family are eligible costs of TBRA.

## **9.0 DE-OBLIGATION**

9.1 The County may de-obligate funds under this Agreement under any one or more of the following circumstances upon written notice to the City:

9.1.1 The City completes performance under the Work Statement without using all funds provided by the County under this Agreement;

9.1.2 A Program activity under the Work Statement is cancelled or changed for reasons other than non-performance; or

9.1.3 This Agreement has been terminated.

## **10.0 REDUCTION IN FUNDS**

10.1 The County, through an Amendment, may reduce Agreement funds under either or both of the following circumstances:

- 10.1.1 The County determines that the City failed to utilize the funds provided by this Agreement in compliance with the terms and conditions outlined herein; or
- 10.1.2 The City failed to perform in accordance with Section 3 (Work Statement) and identified timelines.

## **11.0 REPAYMENT OF FUNDS**

The City shall repay funds that are defined as unallowable costs under applicable laws and regulations. This repayment obligation extends to, but is not limited to, questioned costs identified in either a monitoring review or Single-Audit report. Repayment of funds is required by HUD for failed projects during the period of affordability for Projects financed under this Agreement. The County may specify in writing the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or alternative terms be accomplished later than one hundred eighty (180) calendar days following the written determination by the County of noncompliance.

## **12.0 ADMINISTRATIVE REQUIREMENTS**

12.1 The County is responsible for ensuring HUD HOME Program funds are administered in accordance with the HOME regulations, 24 C.F.R. Part 92. The County shall monitor the City's activities to ensure compliance with the following:

12.1.1 FINANCIAL RECORDS: accounting system and financial records comply with the applicable requirements and standards of 2 C.F.R. Part 200 and are subject to monitoring from time to time by either the County or by HUD.

12.1.1.1 The City agrees to adhere to accounting principles and procedures, to utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The City further agrees to maintain an adequate accounting system that provides for appropriate grant accounting.

12.1.1.2 The City shall adhere to applicable audit requirements as described in, and in accordance with, 2 C.F.R. Part 200. In addition, the City must provide annual single-audit reports or annual audited financial statements to the County.

12.1.1.3 The City shall adhere to the repayment of investment requirements set forth in 24 C.F.R. § 92.503. Any HOME Funds invested in housing that do not meet the affordability requirements for the period specified in either 24 C.F.R. § 92.252 or § 92.254, as applicable, must be repaid in accordance with 24 C.F.R. § 92.503(b)(3).

12.1.2 DOCUMENTATION AND RECORD KEEPING

12.1.2.1 Records to be Maintained: The City shall maintain all records required by the federal regulations specified in 24 C.F.R. § 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to, records:

12.1.2.1.1 Providing a full description of each activity undertaken and its impact;

12.1.2.1.2 Required to determine the eligibility of activities;

- 12.1.2.1.3 Demonstrating compliance with environmental review requirements;
- 12.1.2.1.4 Required to document the acquisition, improvement, use, or disposition of real property acquired or improved with HOME assistance (Properties retained shall continue to meet eligibility criteria);
- 12.1.2.1.5 Demonstrating citizen participation;
- 12.1.2.1.6 Demonstrating compliance regarding acquisitions, displacement, relocation, and replacement housing;
- 12.1.2.1.7 Demonstrating continuing compliance for all activities and compliance with recapture provisions of the affordability standards;
- 12.1.2.1.8 Documenting compliance with the fair housing and equal opportunity components of the HOME Program;
- 12.1.2.1.9 Required by 24 C.F.R. § 570.502, 2 C.F.R. Part 200, and OMB Circulars;
- 12.1.2.1.10 Other records necessary to document compliance with HOME Program requirements;
- 12.1.2.1.11 Documenting compliance with Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 C.F.R. Part 135;
- 12.1.2.1.12 Demonstrating compliance with deeds of trust, promissory notes, and forgivable loans;
- 12.1.2.1.13 Supporting that the City has maintained client data demonstrating all clients served have met the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of low-income persons or groups and that no conflict of interest exists, as described in 24 C.F.R. § 92.356;
- 12.1.2.1.14 Documenting compliance with underwriting and subsidy layering requirements, including the requirement that the City will not invest any more HOME funds in combination with other federal assistance than is necessary to provide affordable housing, as described in 24 C.F.R. § 92.250 and further described in HUD Notice CPD 15-11; and,
- 12.1.2.1.15 Demonstrating compliance with federal, state, and local laws and regulations, including compliance with A.R.S. §§ 1-501 and 1-502.
- 12.1.2.2 Outcome Measures – The City shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.

- 12.1.2.3 Disclosure – The City understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the City's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.
- 12.1.2.4 Program Activity Reports – Such reports as required by the County including, but not limited to, HOME Setup/Completion Reports, Quarterly Performance Reports, annual Program Income Reports, Match Reports, MBE/WBE information, and other HUD-required reporting data, as applicable, shall be submitted at the completion of each Program that is described under the Work Statement.
- 12.1.2.5 Audits and Inspections – All of the City's records with respect to any matters covered by this Agreement shall be made available to the County, its designees, and the federal government, at any time during normal business hours, as often as the County deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports shall be addressed by the City within 45 days after receipt by the City. Failure of the City to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. The Annual Audit requirement is applicable to all levels of funding received by the City under this Agreement, even if the level of funding is less than the current thresholds cited in 2 C.F.R. § 200.501.
- 12.1.2.6 Performance Monitoring – The County will monitor the City to determine whether HOME funded activities are implemented and administered in accordance with all applicable federal requirements and gauge performance of the City against goals and performance standards required in this Agreement. The City shall ensure that all required files and documentation are available at scheduled monitoring visits. The failure of the City to administer, implement, and perform as determined by federal regulations and by the County shall constitute non-compliance with this Agreement. Non-compliance is a violation of this Agreement and may result in the withholding of future payments.

### 13.0 ENVIRONMENTAL REVIEW CONDITIONS

- 13.1 Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into choice-limiting contracts. Only exempt activities such as administration may be taken and reimbursed by the County prior to receiving a written release of HOME funds to the City. Exempt activities described in 24 C.F.R. § 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in an activity, then neither federal nor non-federal funds may be expended or committed by

contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair, or construction activities until either HUD or the County provides the City with written authorization based on approval of an ERR.

- 13.2 An option agreement (to purchase land or a single-family residence) on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is contingent upon a HUD authorization to use funds based on the completion of the ERR. The cost of the option must be a nominal portion of the purchase price.

13.2.1 The City agrees to comply with: The National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 C.F.R. Parts 1500 – 1508; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities pursuant thereto Title 24 C.F.R. Part 58, Subpart A; CPD Notice 01-11 HOME Environmental Review Requirements; and all conditions required in the process of the environmental assessment.

13.2.2 Air and Water - The City shall comply with the following requirements insofar as they apply to the performance of this Agreement:

13.2.2.1 Clean Air Act, 42 U.S.C. § 7401, *et seq.*, as amended.

13.2.2.2 Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, *et seq.*, as amended, Section 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.

13.2.2.3 Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. § 50, as amended.

13.2.2.4 The City agrees to comply with conditions set forth by the Air Quality Department or other County agency, as required.

13.2.2.5 Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001), the City shall ensure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. The City shall require the homeowner to obtain and maintain flood insurance as a condition of funding, or funds shall not be utilized.

13.2.2.6 Historic Preservation – The City shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966 (16 U.S.C. § 470) and the procedures set forth in 36 C.F.R. § 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

13.2.2.7 Release of Funds (ROF) - No funds may be encumbered prior to the completion of the Environmental Review. The ERR must be completed before any funds are obligated. Funding also is conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate ERR and ROF shall rest with the County. It is the responsibility of the City to notify the County and to refrain from making any commitments and

expenditures on a site until a ROF has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

#### **14.0 ADDITIONAL CERTIFICATIONS, WARRANTIES, AND AGREEMENTS**

- 14.1 The City agrees to undertake the same obligations as the County has undertaken to HUD pursuant to the County's Annual Action Plan (included in this Agreement by reference) and shall adhere to the federal Certifications referenced below, including Attachment 1 - Certification for a Drug-Free Workplace (HUD form 50070) and Attachment 2 - Certification of Payments to Influence Federal Transactions (HUD form 50071). The City shall hold the County harmless, defend, and indemnify the County against any damages or other liabilities that the County may incur with respect to HUD as a result of any failures on the part of the City.
- 14.2 The City agrees:
- 14.2.1 To ensure that the total HOME investment in each unit does not exceed the maximum per unit subsidy (24 C.F.R. § 92.250) for the area in which the property is located. This limit is updated annually. Refer to Attachment 3 of this Agreement.
  - 14.2.2 To ensure that the period of affordability imposed on the Project reflects the per unit subsidy limit. The minimum affordability period is five years for HOME subsidies of less than \$15,000 per unit; ten years for subsidies of \$15,000 to \$40,000; and 15 years for subsidies greater than \$40,000.
  - 14.2.3 To ensure that the annual Homeownership Value Limits are not exceeded. HOME funds for homebuyer assistance or single-family rehabilitation Projects must have an initial purchase price that does not exceed 95% of the median purchase price for Maricopa County. These limits apply to homeownership units assisted with HOME funds for the following single-family activity types: new housing construction for resale; homebuyer assistance; acquisition with rehabilitation for resale; and owner-occupied housing rehabilitation. This limit is updated annually. Refer to Attachment 3 of this Agreement.
  - 14.2.4 To utilize and make available the HOME funds in conformity with the non-discrimination and equal opportunity requirements set out in the HUD regulations in the National Housing Affordability and Stability Act (24 C.F.R. §§ 92.350-92.454), which include:
  - 14.2.5 Implementation of the Fair Housing Act, (42 C.F.R. §§ 3601-3620), and implementing regulations at 24 C.F.R. Part 100 (discriminatory conduct under the Fair Housing Act), Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 (leadership and coordination of fair housing in federal programs) (3 C.F.R. §§ 1958-1963 Comp., p. 652 and 3 C.F.R. § 1980, Comp. p. 307) and implementing regulations at 24 C.F.R. Part 107 (nondiscrimination and equal opportunity in housing under Executive Order 11063), and Title VI of the Civil Rights Act of 1964 (42 U. S. C. §§ 2000d, *et seq.*), and implementing regulations at 24 C.F.R. Part 1 (Nondiscrimination in Federally Assisted Programs of HUD);
  - 14.2.6 Affirmatively further fair housing, which includes taking appropriate actions to overcome the effects of any impediments identified in the



- County's "Analysis of Impediments to Fair Housing Choice" and maintain records reflecting any actions taken in regard to fair housing;
- 14.2.7 Adhere to Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency) in accordance with Title VI of the Civil Rights Act of 1964;
- 14.2.8 Implementation of the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101, *et seq.*) and the regulations at 24 C.F.R. Part 146 (nondiscrimination on the basis of age in HUD programs or activities receiving federal financial assistance);
- 14.2.9 Implementation of the prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794, *et seq.*) and implementing regulations at 24 C.F.R. Part 8 (nondiscrimination based on handicap in federally assisted programs and activities of HUD) and the Americans with Disabilities Act 1990 (42 U.S.C. §§ 12101, *et seq.*);
- 14.2.10 Adhere to the requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 C.F.R. Chapter 60 (3 C.F.R. §§ 1964-65, Comp, p. 339);
- 14.2.11 Implementation of the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1702u) (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Activities);
- 14.2.12 Implementation of the requirements of Executive Orders 11625 and 12432 regarding MBE development and 12138 regarding WBE, and Regulations S. 85.36 (e) and of Section 281 of the National Housing Affordability and Stability Act; and
- 14.2.13 Implementation of the requirements of the HUD 246 Rule (24 C.F.R. Part 5 Final Rule 5863) to ensure equal access to housing and services regardless of gender identity.
- 14.3 The City agrees that it will prepare and adopt acceptable procedures and requirements for affirmatively marketing units funded under the HOME Program, when HOME Program-assisted housing contains five (5) or more rental units, by providing information about the availability of HOME Program-assisted units that are vacant at the time of completion or that later become vacant. The City shall make good faith efforts to provide information and to otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market to the available housing during the period of affordability. These procedures and requirements are not applicable when units are occupied by families referred from a Public Housing Authority's (PHA) waiting list, or to families receiving tenant-based rental assistance provided from HOME funds.
- 14.4 HOME funds may not be used for operations or modernization of public housing projects financed under the Housing Act of 1937.
- 14.5 The County, as the participating jurisdiction, assumes all the responsibilities for environmental review, decision making, and action under the National Environmental Policy Act of 1969 (42 U.S.C. § 4321) and the other provisions of the law that would apply to HUD were HUD to undertake such Activities as Federal Activities in accordance with 24 C.F.R. Part 58 (environmental review procedures for entities assuming HUD environmental responsibilities). The County will assume

the responsibilities for the Request for Release of Funds. The City shall not commit or incur expenditures for HOME activities until the environmental review process has been completed. Should it be determined that the City incurred expenses in violation of the NEPA requirements, the City will be responsible for the full costs for such expenditures and repayment of any related reimbursements. The City shall provide all necessary assistance to the County in completing this environmental review process.

- 14.6 The City agrees to comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §§ 4291-4655) and the governmental implementing regulations at 49 C.F.R. Part 24; and follow a residential anti-displacement and relocation assistance plan required under §104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding as they apply to the HOME Program.
- 14.7 The City shall comply with the Davis-Bacon Act (40 U.S.C. §§ 276a, *et seq.*), Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327, *et seq.*) related acts, and the provisions of 24 C.F.R. Part 24 regarding Government Debarment and Suspension as they apply to this HOME Program.
- 14.8 The City shall comply with the Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4001, *et seq.*) as it applies to this HOME Program.
- 14.9 The City shall comply with the Drug-Free Workplace Act of 1988 as it applies to the HOME Program.
- 14.10 Housing assisted with HOME Program funds constitutes HUD-assisted housing for the purposes of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801, *et seq.*) and is therefore subject to 24 C.F.R. Part 35.
- 14.11 No person who is an employee, agent, consultant, officer or elected official, or appointed official who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who is in a position in a decision making process or gains inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, either for himself/herself or those whom the person has family or business ties, during his/her tenure or for one year thereafter.

## **15.0 SUBCONTRACTS AND VENDORS**

- 15.1 Approvals – Unless expressly authorized in this Agreement, exempt activities such as architectural, engineering, and administration may not be undertaken and reimbursed by the County prior to receipt of HUD Request Release of Funds (RROF). Exempt activities described in 24 C.F.R. § 58.34(1)(1)-(11) are activities that generally have no physical impact on the environment. Otherwise, the City shall not expend or commit federal or non-federal funds by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair, or construction activities, until HUD has provided written authorization based on approved ERR. Any pre-Agreement costs entered into by Subcontract with any agency or individual in the performance of this Program that are not exempt activities without Release of Funds (ROF) from the County prior to the execution of such Agreement.
- 15.2 DUNS Number – All Subcontractors shall have a valid DUNS number and an active profile in the federal System for Award Management, or SAM.
- 15.3 Fees – The City and all Subcontractors under this Agreement shall not charge servicing, origination, or other fees for the costs of administering the HOME Program, except as permitted by 24 C.F.R. § 92.214(b)(1).

- 15.4 Selection Process – The City shall ensure that all Subcontracts in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all Subcontracts shall be forwarded to the County along with documentation, if requested, concerning the selection process.
- 15.5 Section 3 of the Housing and Urban Development Act of 1968 – The City shall include the Section 3 clause in every Subcontract and shall take appropriate action pursuant to the Subcontract upon a finding that a Subcontractor is in violation of regulations issued by HUD. The City shall not subcontract with any entity where the City has notice or knowledge that the entity has been found in violation of the regulations under 24 C.F.R. Part 135. The City has the responsibility of determining Section 3 eligibility.
- 15.6 Monitoring – The City shall monitor/review all subcontracted services to assure contract compliance. Results of monitoring efforts shall be summarized in Quarterly Performance Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.

#### **16.0 THE COUNTY CERTIFIES**

- 16.1 That a public purpose is served by the County contracting for activities identified in Section 3 (Work Statement).
- 16.2 That the HOME Program funds designated for the Work Statement activities constitute reasonable and prudent assistance.

#### **17.0 THE CITY AGREES TO**

- 17.1 Complete and submit to the County all Environmental Reviews (ERs) in a timely manner.
- 17.2 Submit all Requests for Reimbursements and Amendments to the County in a timely manner.
- 17.3 Keep the Maricopa HOME Consortium informed of progress toward goals.
- 17.4 Serve as the lien holder for all real estate developed, if applicable.
- 17.5 Provide, at the completion of the Project, a close out memo detailing the on-going HOME requirements and responsibilities for the affordability period.

#### **18.0 PROGRAM COMPLETION**

- 18.1 Upon completion of the Agreement activities, any Agreement funds not expended shall be retained by the County for reallocation as defined by the Maricopa HOME Consortium Policies and Procedures.
- 18.2 The disposition of any property purchased during the term of this Agreement shall follow Section 1 (General Provisions), Paragraph 47.0 (Property).
- 18.3 The City shall continue to be responsible for compliance activities until all HOME Program requirements and contractual obligations are met, including affordability restrictions. The City's obligations shall not end until all close-out requirements are completed. The County will notify the City in writing that a Completion Report is due to the County within sixty (60) days after one of the following occurrences:
  - 18.3.1 Funds have been expended for the activity;
  - 18.3.2 The Work Statement has been completed;
  - 18.3.3 This Agreement has expired; or
  - 18.3.4 The Agreement has otherwise been terminated.
- 18.4 Following the receipt and approval of the Completion Report for each activity, the County will notify the City in writing that each activity is closed. In compliance with 24 C.F.R. § 92.502(d), all Project completion data shall be entered into IDIS by the County within 120 days after the final drawdown. Project completion means

Projects have all necessary title transfer and construction work completed, Projects comply with HOME requirements including property standards set forth at 24 C.F.R. § 92.251, the final draw has been disbursed, and the projection completion data has been entered into IDIS.

18.5 For the purposes of a rental Project, the following shall apply:

- 18.5.1 The Project shall be completed when the site receives a Certificate of Occupancy;
- 18.5.2 It is not required for a beneficiary to be identified for the Project to be considered complete. Vacant rental units may be marked as vacant when completion data is entered into IDIS.
- 18.5.3 If any rental unit remains unoccupied six (6) months after the date of Project completion, the City must provide the County information about marketing efforts to place occupants in the unit and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible.
- 18.5.4 Within eighteen (18) months after the date of Project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible beneficiary (or beneficiaries), the City shall be required to repay all HOME funds invested in the unit.

**19.0 FAILURE TO MAKE PROGRESS**

19.1 The failure of the City to make progress according to the Work Statement may result in the termination of this Agreement, de-obligation of funds, or recapture of funds. The City agrees to meet with the County at the site at which the funded activity is to take place to discuss progress and allow the County to provide technical assistance if:

- 19.1.1 The City fails to complete an Environmental Review pursuant to Section 2 (Special Provision) Paragraph 13.0 (Environmental Review Conditions) within one hundred and eighty (180) calendar days after the date this Agreement is executed.
- 19.1.2 The City fails to commit funds to a specific local Project in accordance with the terms of this Agreement within eighteen (18) months after the date of full execution of this Agreement. Commit for the purposes of this Paragraph shall have the same meaning as in 24 C.F.R. § 92.2(2)(i)-(iii).
- 19.1.3 The City fails to expend HOME funds in performance of Project activities in accordance with the terms of this Agreement within twenty-four (24) months after the date of full execution of this Agreement.
- 19.1.4 Within six (6) months after the date of Project completion, if a unit remains unoccupied, then the City must provide the County information about current marketing efforts and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible. Within 18 months from the date of Project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible tenant, then HUD will require repayment of all HOME funds invested in the unit. A unit that has not served a low-, or very low-income household has not met the purpose of the HOME program. Therefore, the costs associated with the unit are ineligible. This tracking provides the County with early notice of any units at risk of going unoccupied as described in 24 C.F.R. § 92.252.

19.2 The County will terminate this Agreement and recapture funds, if the City does not perform the activities described in the Work Statement of this Agreement. The County, in its sole discretion, may forgo providing technical assistance and require repayment of funds as outlined in this Agreement under Section 1 (General

Provisions), Paragraph 5.0 (Termination), or terminate the Agreement for cause under Section 1 (General Provisions), Paragraph 5.0 (Termination).

## **20.0 GENERAL CONDITIONS**

20.1 Administrative Change Orders – The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders shall be approved and fully executed by the Chairman of the Board of Supervisors and the authorized representative for the City.

20.1.1 Administrative Change Orders may address any of the following areas:

- 20.1.1.1 Modifications to the Project timeline if the last day of the Project timeline is within the Agreement term;
- 20.1.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;
- 20.1.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies;
- 20.1.1.4 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies, or requirements; and
- 20.1.1.5 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or by local regulations, policies, or requirements.

20.1.2 It is the responsibility of the City to ensure the latest documents are consulted and followed.

## **21.0 REVERSION OF ASSETS**

21.1 Unexpended funds must be de-obligated and returned to the County for reallocation. At the expiration of this Agreement, the County, upon recommendation of the Maricopa HOME Consortium staff, may reallocate any unencumbered funds per the Consortium reallocation policy, as stated in the Maricopa HOME Consortium Intergovernmental Three-year Cooperative Agreement. A written letter to de-obligate funds will be sent to the City from the County a minimum of ninety (90) calendar days prior to termination of this Agreement.

## **22.0 VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT of 2013**

22.1 The City must comply with VAWA 2013, which applies to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistent with all nondiscrimination and fair housing requirements. The City must meet the requirements as specified in 24 C.F.R. § 92.359. The City must give a Notice of Occupancy Rights to tenants and applicants to ensure they are aware of their rights under VAWA, maintain an emergency transfer plan, and document incidents of domestic violence, dating violence, sexual assault, and stalking.

**SECTION 3**  
**WORK STATEMENT**



**MARICOPA COUNTY**  
**HUMAN SERVICES DEPARTMENT**

**MARICOPA COUNTY**  
**Work Statement-TBRA**  
**HOME Investment Partnerships Program**  
**Program Year 2020**

Consortium Member: City of Surprise, Arizona

Project: Tenant Based Rental Assistance (TBRA)

FY 2020-2021 HOME Funds: \$184,855

FY 2020-2021 Repayment/Program Income: The City will provide \$35,540 in earned program income.

Type of Property: Rental

**1. DETAILED SCOPE OF WORK:**

- 1.1. Tenant Based Rental Assistance within the City is certified a "High" priority in the Consolidated Plan. The City will contract with a Subcontractor to administer the Project.
- 1.2. Type of assistance/activity to be provided with HOME funds: Tenant Based Rental Assistance.
- 1.3. Methods and instruments used for ensuring affordability: The maximum amount of monthly assistance paid to, or on behalf of, a family may not exceed the difference between a rent standard for the bedroom size and 30% of the family's monthly adjusted income. The subrecipient will annually determine that the family income continues to be low-income.

**2. OBJECTIVES AND OUTCOMES:**

|                           | OUTCOMES                                                                                          |                                                                                                                                                                                                                                                                         |                                                                                  |
|---------------------------|---------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
|                           | AVAILABILITY/<br>ACCESSIBILITY                                                                    | AFFORDABILITY                                                                                                                                                                                                                                                           | SUSTAINABILITY                                                                   |
| <b>DECENT<br/>HOUSING</b> | <input type="checkbox"/><br>Single Family Housing Rehab and Emergency Rehab, Homebuyer Assistance | <input checked="" type="checkbox"/><br>Homebuyer Activities, Acquisition/Rehab of rental housing, Acquisition/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace | <input type="checkbox"/><br>Housing Activities in a targeted revitalization area |

**3. LOGIC MODEL: PERFORMANCE INDICATORS:**

| <b>INPUTS/RESOURCES</b><br>In order to accomplish proposed activities, the subrecipient will need the following: | <b>ACTIVITIES</b><br>In order to address the issue, the subrecipient will conduct the following activities: | <b>OUTPUTS</b><br>Once completed, these activities will produce the following:            | <b>OUTCOMES</b><br>When completed, these activities will lead to the following changes:          | <b>IMPACT</b><br>Long term changes:                                   |
|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| HOME funding                                                                                                     | Provide rental subsidies to low-income households who are homeless or at risk of becoming homeless.         | Low-income households will be provided access to affordable rental housing opportunities. | Low-income families will be provided a more stable living situation leading to self-sufficiency. | Stable neighborhoods; Access to affordable housing. Self-sufficiency. |

**4. PROPOSED BENEFICIARIES:**

| <b>Targeted Population by Income Level</b> | <b>Number of Households</b> | <b>Total Number of Units</b> | <b>Number of <u>HOME Assisted</u> Units in program (if rental)</b> |
|--------------------------------------------|-----------------------------|------------------------------|--------------------------------------------------------------------|
| Households at or below <b>50%</b>          |                             |                              |                                                                    |
| Households at or below <b>60%</b>          | 11                          | 11                           | 11                                                                 |
| Households at or below <b>80%</b>          |                             |                              |                                                                    |
| <b>TOTAL</b>                               | <b>11</b>                   | <b>11</b>                    | <b>11</b>                                                          |

**5. PRIORITY POPULATIONS:**

Complete the table below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

| <b>Priority Populations</b>             | <b>No. of Units</b> |
|-----------------------------------------|---------------------|
| Elderly                                 |                     |
| Physically Disabled                     |                     |
| Other Priority Populations:<br>Veterans |                     |



**6. PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:**

| <b><u>MILESTONES</u></b>                  | <b><u>START DATE</u></b> | <b><u>COMPLETION DATE</u></b> |
|-------------------------------------------|--------------------------|-------------------------------|
| Executed Agreement                        | 02/10/2021               | 02/10/2021                    |
| TBRA CENST Environmental Review           | Completed                | Completed                     |
| Service Provider Agreement                | 12/10/2020               | 12/15/2020                    |
| Application intake – income certification | 02/10/2021               | Ongoing                       |
| HQS Inspections                           | Ongoing                  | Ongoing                       |
| Unit occupied by LMI households           | Ongoing                  | Ongoing                       |
| Unit Activity Set-up in IDIS              | Ongoing                  | Ongoing                       |
| Activity Closeout                         | 06/30/2022               | Final Draw                    |

Any change to the Timeline will need to be submitted to and approved by Maricopa County.

**7. ACTIVITY BUDGET SUMMARY:**

| <b>RENTAL COSTS</b>                                                                   | <b>2020 HOME FUNDS</b> | <b>Additional Sources* (defined in Table 8)</b> | <b>TOTAL COST</b> |
|---------------------------------------------------------------------------------------|------------------------|-------------------------------------------------|-------------------|
| Monthly Rent; Utility Costs; Security and Utility Deposits; Program Delivery expenses | \$138,642              | \$31,986                                        | \$174,182         |
| Administration                                                                        | \$46,213               | \$38,214                                        | \$80,873          |
| <b>TOTAL</b>                                                                          | <b>\$184,855</b>       | <b>\$70,200</b>                                 | <b>\$255,055</b>  |

**8. SOURCE AND AMOUNT OF OTHER RESOURCES:**

| <b>FUNDING AGENCY</b>      | <b>CASH AMOUNT</b> | <b>VOLUNTEER/ IN-KIND AMOUNT</b> |
|----------------------------|--------------------|----------------------------------|
| HOME Repayment Funds       | \$35,540           |                                  |
| Subrecipient Contributions | \$34,660           |                                  |
| <b>TOTAL</b>               | <b>\$70,200</b>    |                                  |

**9. MATCH\*:**

Match commitment must equal 25% of the HOME funds requested. Documentation is due at the time of request for payment(s). Match Logs must be submitted annually by June 30th of each year.

| TYPE                                                                                           | SOURCE/FUNDING AGENCY | TOTAL              |
|------------------------------------------------------------------------------------------------|-----------------------|--------------------|
| Cash or cash equivalents from a non-federal source                                             | TBRA Subrecipient     | \$34,660.50        |
| Value of waived taxes, fees or charges associated with HOME projects                           |                       |                    |
| Value of waived taxes, fees or charges associated with Affordable Housing Development projects |                       |                    |
| Value of donated land or real property                                                         |                       |                    |
| Cost of infrastructure improvements associated with HOME projects                              |                       |                    |
| Percentage of proceeds from single- or multi-family state housing bonds                        |                       |                    |
| Value of donated materials, equipment, labor and professional services                         |                       |                    |
| Sweat equity                                                                                   |                       |                    |
| <b>TOTAL</b>                                                                                   |                       | <b>\$34,660.50</b> |

\* Per CARES Act waiver the City will not be obligated to, nor will it provide, match for HOME funds expended between October 1, 2019, and September 30, 2021.

**SECTION 4**  
**COMPENSATION**



**MARICOPA COUNTY**  
**HUMAN SERVICES DEPARTMENT**

**1.0 COMPENSATION**

- 1.1 The City will only utilize HOME funds to pay for eligible activities and costs of those activities permitted in 24 C.F.R. § 92.300 and not specifically prohibited under 24 C.F.R. § 92.214 (Prohibited Activities and Fees).
- 1.2 The City shall be reimbursed utilizing the Catalog of Federal Domestic Assistance (CFDA): 14.239, HOME Investment Partnerships Program provided to the County through the U.S. Department of Housing and Urban Development (HUD).
- 1.3 Subject to the availability and authorization of funds for the explicit purposes set forth below, the County will compensate for services rendered as indicated in the following Subparagraphs.
- 1.4 The City shall not retain any funds drawn down in excess of immediate cash needs (to be used within 15 days after drawing down) to cover subsequent requests for reimbursement. Any excess funds must be returned to the County within 30 calendar days after receipt. The City also must return to the County any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 calendar days after the funds have been draw down.

**2.0 METHOD OF PAYMENT**

- 2.1 The City agrees to submit reimbursement requests utilizing the approved Reimbursement Request Form to the County, along with the Match Log Certification Form. The City may request funds only after it has satisfied the funding contingencies and federal Environmental Review conditions and has a written agreement in place for Project activities. Requests for reimbursement must be made using the County approved format.
- 2.2 The City may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
- 2.3 All Program Income funds reported in the Annual Action Plan to be expended on activities outlined in this Agreement must be disbursed before the City requests HOME Entitlement funds from the County.
- 2.4 The County agrees to reimburse the City for actual allowable costs incurred, upon certification of HUD Environmental Release of Funds and submittal by the City of an itemized statement of actual expenditures incurred, supported by appropriate documentation. Reimbursement by the County is not to be construed as final if HUD disallows reimbursement for the Program or activity or any portion thereof. The County shall reimburse the City on a Net 0 payment standard.

**3.0 TIMELINESS**

The City must make its best effort to seek reimbursement of expenditures within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1st through June 30th and all Requests for Reimbursement shall be submitted no later than July 10th for the preceding fiscal year.

**4.0 FINAL REIMBURSEMENT UPON AGREEMENT TERMINATION**

- 4.1 Prior to termination of this Agreement at the date identified on page 1 of this Agreement, or as may be amended, the City shall submit the final reimbursement request.
  - 4.1.1 This request shall be submitted no later than 30 calendar days after the termination date except as noted immediately below.
  - 4.1.2 If the termination date is between June 10th and June 30th, then the final reimbursement request shall be submitted by July 10th.

- 4.1.3 The final progress report, and any other required reports that may be applicable shall be submitted with the final reimbursement request.

**SECTION 5**  
**ATTACHMENTS**



**MARICOPA COUNTY**  
**HUMAN SERVICES DEPARTMENT**

## Attachment 1

**Certification for  
a Drug-Free Workplace**U.S. Department of Housing  
and Urban Development

Applicant Name \_\_\_\_\_

Program/Activity Receiving Federal Grant Funding \_\_\_\_\_

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

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

b. Establishing an on-going drug-free awareness program to inform employees ---

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

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

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

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

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

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

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

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

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ If there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

X

form HUD-50070 (3/98)  
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

## Attachment 2

**Certification of Payments  
to Influence Federal Transactions**

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 03/31/2020)

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Previous edition is obsolete

form HUD 50071 (01/14)  
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3



## Attachment 3

HOME Maximum Per-Unit Subsidy Limits

This limit determines the maximum amount of HOME funds that may be invested on a per-unit basis in HOME-assisted housing projects as of June 4, 2020.

| Bedroom Size | Maximum HOME per unit subsidy limit |
|--------------|-------------------------------------|
| 0 Bedroom    | \$ 153,314                          |
| 1 Bedroom    | \$ 175,752                          |
| 2 Bedrooms   | \$ 213,718                          |
| 3 Bedrooms   | \$ 276,482                          |
| 4 Bedrooms   | \$ 303,490                          |
| 5 Bedrooms   | \$ 303,490                          |

*Please request updated HOME maximum per unit investment limits from the Maricopa County Housing and Community Development Division on an annual basis, as these limits are adjusted annually by the U.S. Department of Housing & Urban Development (HUD). For current Maricopa HOME Consortium limits, refer to additional Maricopa County Information Bulletins here: <https://www.maricopa.gov/3893/Funding-Notices-Bulletins> More information can be found here: <https://www.hudexchange.info/resource/2315/home-per-unit-subsidy/>*

HOME Homeownership Value Limits (95% Limits)

Community Housing Development Organizations using HOME funds for homeownership assistance for new housing construction for resale must have an initial purchase price that does not exceed 95% of the median purchase price for Maricopa County, which is **\$313,000** as of July 1, 2020.

*Please request updated HOME Homeownership Value Limits from the Maricopa County Housing and Community Development Division on an annual basis, as these limits are adjusted annually by the U.S. Department of Housing & Urban Development (HUD), or go to either [www.maricopa.gov/3893](http://www.maricopa.gov/3893) or HUD's website for the updated versions each year.*



## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 2, 2021  
Submitting Department: Public Works  
Staff Recommendations: None

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

---

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

---

### **Agenda Wording:**

Consideration and action pertaining to the conditional acceptance of certain public utility improvements at Toll at Prasada, Phase II Unit P, generally located in the vicinity of West Greenwich Boulevard and West Hopkinton Street; Resolution # 2021-25.

---

### **Motion:**

I move to approve Resolution No. 2021-25.

---

### **Background:**

The Public Works Department conducted the final inspection of the public improvements for Toll at Prasada, Phase II Unit P, generally located at W. Greenwich Boulevard and W. Hopkinton Street on or about January 28th, 2021, totaling approximately 2,756 LF and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes wastewater lines only.

---

### **Objective Analysis:**

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

---

### **Policy Compliant:**

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

---

### **Financial Impact:**

Acceptance of sewer infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$188,255.44.

---

### **Budget Impact:**

Funding for the infrastructure maintenance now and in the future will be supported from the city's

Wastewater Operations Funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated in future year budgets.

**FTE Impact:**

This action does not change the full time equivalent count.

---

**ATTACHMENTS:**

1. 01\_RES 2021-25 Infrastructure Acceptance Toll at Prasada Ph 2 Unit P-final
  2. 02\_Notice of Completion Letter
  3. 03\_Inspector Sign-Off Form
  4. 04\_Sewer LF
-

**RESOLUTION # 2021-25**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER A ONE YEAR WARRANTY AT TOLL AT PRASADA, PHASE II UNIT P, GENERALLY LOCATED AT W. GREENWICH BOULEVARD AND W. HOPKINTON STREET.**

**WHEREAS**, the Mayor and City Council of the City of Surprise approved a final plat entitled "Toll at Prasada, Phase II Unit P" on, April 7<sup>th</sup>, 2020;

**WHEREAS** Toll Prasada LLC, an Arizona Limited Liability Company, the developer of Toll at Prasada, Phase II Unit P, dedicated to the City the public utility improvements, generally located at W. Greenwich Boulevard and W. Hopkinton Street;

**WHEREAS**, on or about January 28<sup>th</sup>, 2021, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Attest:

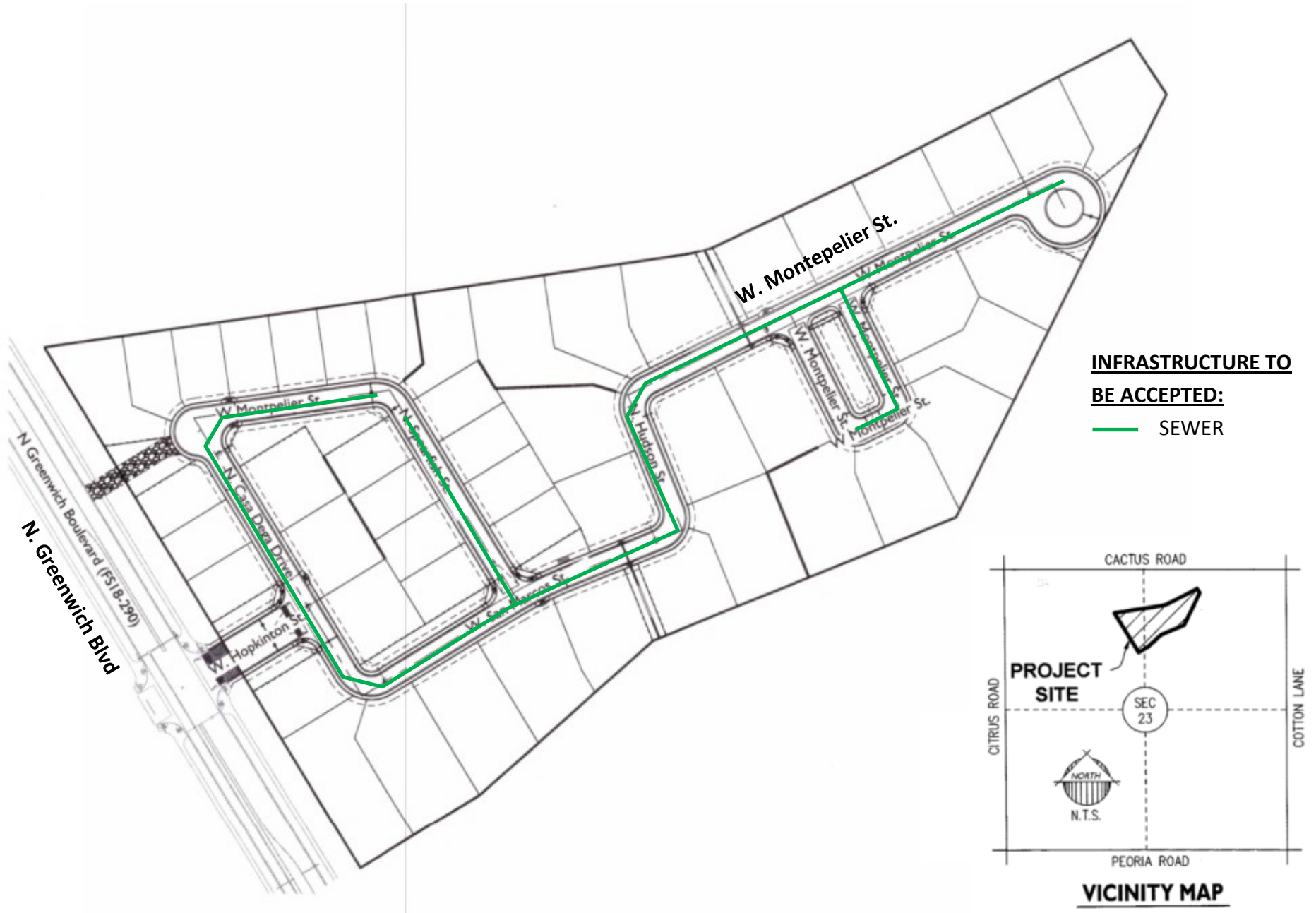
Approved as to form:

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

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

EXHIBIT A

# Toll at Prasada - Phase II Unit P





# EXHIBIT B

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

## Memorandum

**To:** City of Surprise City Council  
**From:** Public Works – Engineering Services  
**Date:** 02/05/2021  
**Re:** Toll at Prasada Phase 2 Unit P

---

The public improvements for the above project have been completed and are tentatively scheduled for the March 2, 2021 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Sewer - \$188,255.44

January 28, 2021

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

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR TOLL AT  
PRASADA PHASE 2 UNIT P – FS19-471**

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

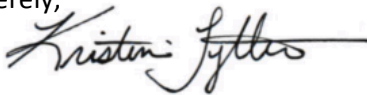
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of one (1) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

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

If you have any questions or concerns, you can reach me at 623-222-6153 or at [kristin.tytler@surpriseaz.gov](mailto:kristin.tytler@surpriseaz.gov).

Sincerely,



Kristin Tytler  
Assistant PW Director/City Engineer

cc: Nuning Lemka, PW Engineering Manager  
David Mobley, PW Field Engineering Supervisor  
Lynn Stone, PW Business Manager  
Lee Lambert, Water Resource Management  
Warren Bert, GIS

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





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

8767 E. De Ventura 390, Scottsdale AZ 85258





**PROJECT SIGN OFF FORM**  
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 1/27/2021      ☐ Commercial      ☐ Commercial w/Offsite      ☒ Residential

☒ COMPLETION ACCEPTANCE (End of Construction)      ☐ FINAL ACCEPTANCE (End of Warranty)

11/23/2020 Date of Punch-List Walk      1/25/2021 Date Punch-List Completed

FS Number: FS19-471      Permit Number(s): E19P-1083, 1084, 1188, 1185, 1186, 1187

Project Name: Toll At Prasada Phase 2 Unit P

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

Toll Brothers AZ Construction Company

8767 E. De Ventura 390, Scottsdale AZ 85258

**MAG TIP Reporting:**

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

**MATERIALS:**

Asphalt: N/A      Supplier      Total Lane Miles      Total Square Yards

Water: 8" PVC      Size/Type      2515' Total LF      12" PVC      Size/Type      333' Total LF

Size/Type      Total LF      Size/Type      Total LF

Sewer: 8" PVC      Size/Type      2756' Total LF      Size/Type      Total LF

Size/Type      Total LF      Size/Type      Total LF

Storm: 24" HDPE      Size/Type      226' Total LF      Size/Type      Total LF

Size/Type      Total LF      Size/Type      Total LF

Fire Ln: N/A      Size/Type      Total LF      Size/Type      Total LF

Additional Comments:

**SUPPORTING DOCUMENTATION REQUIRED:**

☒ Copy of Punch List

N/A Final Certification Letter from Engineer of Record

☒ AOC

☒ Complete Geotechnical Testing Packet

N/A Asphalt Concrete Ticket w/ Name of Contractor

☒ Sewer Pressure Testing Results

☒ Streetlight Energize Letter

☒ Sewer Manhole Vacuum Testing Certification

☒ As built Documents (PDF copy on CD)

☒ Sewer Manhole Insecticide Certification

N/A Updated asbuilt CAD base files (copy on CD)

☒ Sewer Videos with Operators Notes (inc. re-videos)

☐ Other \_\_\_\_\_ (Specify)

**APPROVAL:**

Civil Inspector: David Mobley

*David Mobley*

Date: 1/27/2021

Civil Engineering Supervisor: *[Signature]*

Date: 1/28/2021



## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 2, 2021  
Submitting Department: Public Works  
Staff Recommendations: None

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

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

---

### **Agenda Wording:**

Consideration and action pertaining to the conditional acceptance of public utility improvements at Toll at Prasada, Phase II Unit E, generally located in the vicinity of West Superior Boulevard and North Casa Dega Drive; Resolution # 2021-26.

---

### **Motion:**

I move to approve Resolution # 2021-26.

---

### **Background:**

The Public Works Department conducted the final inspection of the public improvements for Toll at Prasada, Phase II Unit E, generally located at W. Superior Boulevard and N. Casa Dega Drive on or about January 28th, 2021, totaling approximately 3,052 LF and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes wastewater lines only.

---

### **Objective Analysis:**

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

---

### **Policy Compliant:**

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

---

### **Financial Impact:**

Acceptance of sewer infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$279,539.20.

---

### **Budget Impact:**

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

**FTE Impact:**

This action does not change the full time equivalent count.

---

**ATTACHMENTS:**

1. 01\_RES 2021-26 Infrastructure Acceptance Toll at Prasada Ph 2 Unit E-final
  2. 02\_Notice of Completion Letter
  3. 03\_Inspector Sign-Off Sheet
  4. 04\_Sewer LF
-

**RESOLUTION # 2021-26**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER A ONE YEAR WARRANTY AT TOLL AT PRASADA, PHASE II UNIT E, GENERALLY LOCATED AT W. SUPERIOR BOULEVARD AND N. CASA DEGA DRIVE.**

**WHEREAS**, the Mayor and City Council of the City of Surprise approved a final plat entitled "Toll at Prasada, Phase II Unit E" on, April 7<sup>th</sup>, 2020;

**WHEREAS** Toll Prasada LLC, an Arizona Limited Liability Company, the developer of Toll at Prasada, Phase II Unit E, dedicated to the City the public utility improvements, generally located at W. Superior Boulevard and N. Casa Dega Drive;

**WHEREAS**, on or about January 28<sup>th</sup>, 2021, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

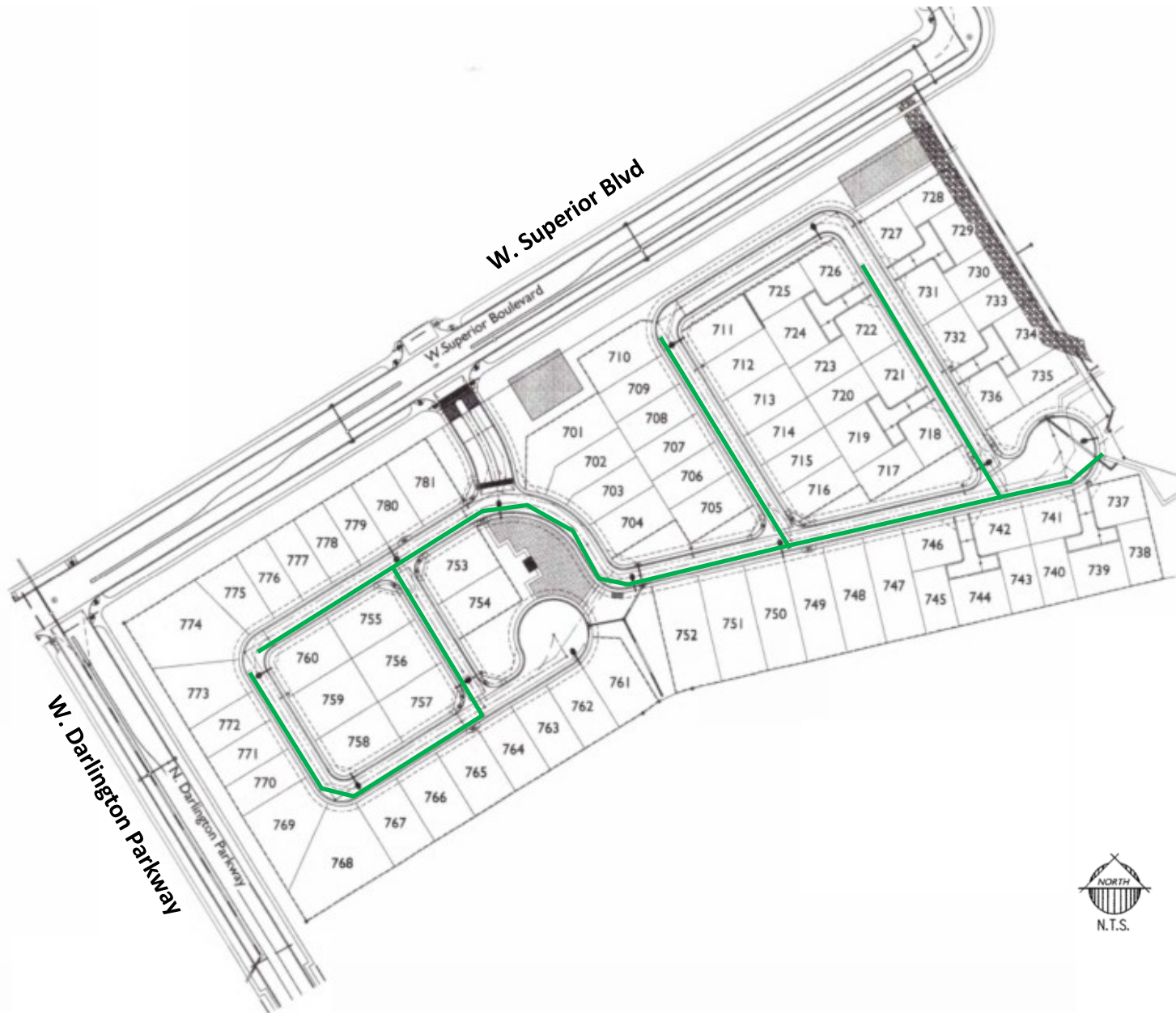
Attest:

Approved as to form:

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

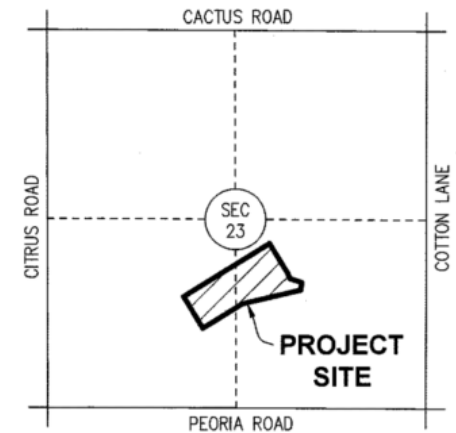
\_\_\_\_\_  
Robert Wingo, City Attorney

EXHIBIT A  
Toll at Prasada - Phase II Unit E



**INFRASTRUCTURE TO  
BE ACCEPTED:**

— SEWER



**VICINITY MAP**



# EXHIBIT B

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

## Memorandum

**To:** City of Surprise City Council  
**From:** Public Works – Engineering Services  
**Date:** 2/5/2021  
**Re:** Toll at Prasada Phase 2 Unit E

---

The public improvements for the above project have been completed and are tentatively scheduled for the March 2, 2021 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Sewer - \$279,539.20

January 28, 2021

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

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR TOLL AT  
PRASADA PHASE 2 UNIT E – FS19-472**

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

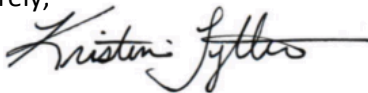
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of one (1) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

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

If you have any questions or concerns, you can reach me at 623-222-6153 or at [kristin.tytler@surpriseaz.gov](mailto:kristin.tytler@surpriseaz.gov).

Sincerely,



Kristin Tytler  
Assistant PW Director/City Engineer

cc: Nuning Lemka, PW Engineering Manager  
David Mobley, PW Field Engineering Supervisor  
Lynn Stone, PW Business Manager  
Lee Lambert, Water Resource Management  
Warren Bert, GIS

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





# PROJECT SIGN OFF FORM

## PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 1/27/2021 Commercial ☐ Commercial w/Offsite ☒ Residential

☒ COMPLETION ACCEPTANCE (End of Construction) ☐ FINAL ACCEPTANCE (End of Warranty)

11/23/2020 Date of Punch-List Walk 1/25/2021 Date Punch-List Completed

FS Number: FS19-472 Permit Number(s): E19P-1182,1183,1179,1180,1186,1184

Project Name: Toll At Prasada Phase 2 Unit E

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

Toll Brothers AZ Construction Company

8767 E. De Ventura 390, Scottsdale AZ 85258

### MAG TIP Reporting:

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

### MATERIALS:

|          |                  |           |               |                  |                  |                    |             |
|----------|------------------|-----------|---------------|------------------|------------------|--------------------|-------------|
| Asphalt: | <u>N/A</u>       | Supplier  | <u></u>       | Total Lane Miles | <u></u>          | Total Square Yards | <u></u>     |
| Water:   | <u>8" PVC</u>    | Size/Type | <u>3,656'</u> | Total LF         | <u>6"PVC</u>     | Size/Type          | <u>682'</u> |
|          |                  | Size/Type | <u></u>       | Total LF         |                  | Size/Type          | <u></u>     |
| Sewer:   | <u>8" PVC</u>    | Size/Type | <u>3052'</u>  | Total LF         | <u>6" PVC</u>    | Size/Type          | <u>585'</u> |
|          |                  | Size/Type | <u></u>       | Total LF         |                  | Size/Type          | <u></u>     |
| Storm:   | <u>24" RGRCP</u> | Size/Type | <u>33'</u>    | Total LF         | <u>30" RGRCP</u> | Size/Type          | <u>121'</u> |
|          | <u>30" HDPE</u>  | Size/Type | <u>13'</u>    | Total LF         |                  | Size/Type          | <u></u>     |
| Fire Ln: | <u>N/A</u>       | Size/Type | <u></u>       | Total LF         |                  | Size/Type          | <u></u>     |

### Additional Comments:

### SUPPORTING DOCUMENTATION REQUIRED:

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

### APPROVAL:

Civil Inspector: David Mobley

Date: 1/27/2021

Civil Engineering Supervisor: Kristin J. [Signature]

Date: 1/27/2021



**SURPRISE**  
ARIZONA**PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS**Date Submitted: 1/27/2021 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential☒ COMPLETION ACCEPTANCE (End of Construction) ☐ FINAL ACCEPTANCE (End of Warranty)11/23/2020 Date of Punch-List Walk 1/25/2021 Date Punch-List CompletedFS Number: FS19-472 Permit Number(s): E19P-1182,1183,1179,1180,1186,1184Project Name: Toll At Prasada Phase 2 Unit E

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

Toll Brothers AZ Construction Company8767 E. De Ventura 390, Scottsdale AZ 85258**MAG TIP Reporting:**

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

**MATERIALS:**

|          |                  |           |               |                  |                  |                                |
|----------|------------------|-----------|---------------|------------------|------------------|--------------------------------|
| Asphalt: | <u>N/A</u>       | Supplier  |               | Total Lane Miles |                  | Total Square Yards             |
| Water:   | <u>8" PVC</u>    | Size/Type | <u>3,656'</u> | Total LF         | <u>6" PVC</u>    | Size/Type <u>682'</u> Total LF |
|          |                  | Size/Type |               | Total LF         |                  | Size/Type <u></u> Total LF     |
| Sewer:   | <u>8" PVC</u>    | Size/Type | <u>3052'</u>  | Total LF         | <u>6" PVC</u>    | Size/Type <u>585'</u> Total LF |
|          |                  | Size/Type |               | Total LF         |                  | Size/Type <u></u> Total LF     |
| Storm:   | <u>24" RGRCP</u> | Size/Type | <u>33'</u>    | Total LF         | <u>30" RGRCP</u> | Size/Type <u>121'</u> Total LF |
|          | <u>30" HDPE</u>  | Size/Type | <u>13'</u>    | Total LF         |                  | Size/Type <u></u> Total LF     |
| Fire Ln: | <u>N/A</u>       | Size/Type |               | Total LF         |                  | Size/Type <u></u> Total LF     |

Additional Comments:

**SUPPORTING DOCUMENTATION REQUIRED:**

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

**APPROVAL:**Civil Inspector: David MobleyDate: 1/27/2021Civil Engineering Supervisor: Kristy J. [Signature]Date: 1/27/2021



## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 2, 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 |
|--------------|-------------|--------------------|-----------------------|

---

### **Agenda Wording:**

Consideration and action pertaining to the conditional acceptance of certain public utility improvements at Fulton Homes Escalante – Parcel 1, generally located in the vicinity of North 161st Drive and West Montana del Oro Drive; Resolution # 2021-29.

---

### **Motion:**

I move to approve Resolution # 2021-29.

---

### **Background:**

The Public Works Department conducted the final inspection of the public improvements for Fulton Homes Escalante – Parcel 1, generally located at N. 161st Drive and W. Montana del Oro Drive, on or about January 28, 2021 totaling 15,036 SY (approximately 4,833 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, storm drain, water and wastewater lines.

---

### **Objective Analysis:**

The improvements for this property provide access and conveyance to the property, storm drains to convey wastewater to retention basins, sewer lines to convey wastewater from the property to the City's public system and water lines to convey domestic water to the property. This action will accept the required infrastructure.

---

### **Policy Compliant:**

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

---

### **Financial Impact:**

Acceptance of streets, sewer, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,132,022.97

---

### **Budget Impact:**

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

**FTE Impact:**

This action does not change the full time equivalent count.

---

**ATTACHMENTS:**

1. 01\_RES 2021-29 Infrastructure Acceptance Escalante P1-final
  2. 02\_Notice of Completion Letter
  3. 03\_Inspector Sign-Off Form
  4. 04\_Linear foot verification
-

**RESOLUTION # 2021-29**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT FULTON HOMES ESCALANTE – PARCEL 1, GENERALLY LOCATED AT N. 161<sup>ST</sup> DRIVE AND W. MONTANA DEL ORO DRIVE.**

**WHEREAS**, the Mayor and City Council of the City of Surprise approved a final plat entitled “Fulton Homes Escalante – Parcel 1” on, December 18, 2018;

**WHEREAS**, Fulton Homes Corporation, an Arizona Corporation, the developer of Fulton Homes Escalante – Parcel 1, dedicated to the City the street and public utility improvements, generally located at N. 161<sup>st</sup> Drive and W. Montana del Oro Drive;

**WHEREAS**, on or about January 28, 2021, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Attest:

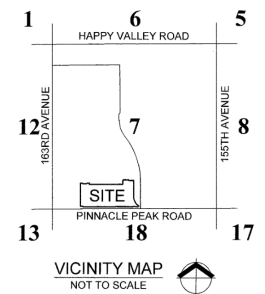
Approved as to form:

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

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

# EXHIBIT A

## FULTON HOMES ESCALANTE - PARCEL 1





# EXHIBIT B

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

## Memorandum

**To:** City of Surprise City Council  
**From:** Public Works – Engineering Services  
**Date:** 2/8/2021  
**Re:** Fulton Homes Escalante – Parcel 1

---

The public improvements for the above project have been completed and are tentatively scheduled for the March 2, 2021 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Paving - \$270,733.72  
City Concrete - \$439,805.25  
City Storm Drain - \$7,456.00  
City Sewer - \$205,728.00  
City Water - \$208,300.00  
**Total - \$1,132,022.97**

February 02, 2021

Fulton Homes  
9140 S. Kyrene Rd, Suite 202  
Tempe, AZ 85284

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR ESCALANTE  
PARCEL 1 – FS16-475**

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

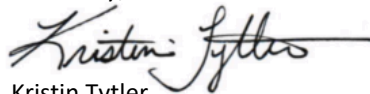
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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

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

If you have any questions or concerns, you can reach me at 623-222-6153 or at [kristin.tytler@surpriseaz.gov](mailto:kristin.tytler@surpriseaz.gov).

Sincerely,



Kristin Tytler  
Assistant PW Director/City Engineer

cc: Nuning Lemka, PW Engineering Manager  
David Mobley, PW Field Engineering Supervisor  
Lynn Stone, PW Business Manager  
Lee Lambert, Water Resource Management  
Warren Bert, GIS

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



# PROJECT SIGN OFF FORM

## PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 1/28/2021 Commercial Commercial w/Offsite XX Residential

XX COMPLETION ACCEPTANCE (End of Construction) FINAL ACCEPTANCE (End of Warranty)

10/1/2020 Date of Punch-List Walk 1/7/2021 Date Punch-List Completed

FS Number: FS16-475 Permit Number(s): E18P-0981,E18P-0985,E18P-0986,E18P-0987-E18P-0989,E18P-0990

Project Name: Escalante Parcel 1

Project Developer/Builder: (Name, Address, and Phone #)

Fulton Homes, 9140 S. Kyrene Rd, Suite 202, Tempe, Arizona 85284 480-753-7532

Sheet 1

### MAG TIP Reporting:

| Street Name       | Classification | Begin Limits     | End Limits  | # Lanes | Length to nearest ¼ mi. | Features |
|-------------------|----------------|------------------|-------------|---------|-------------------------|----------|
| Electra Lane      | Local          | 159th Ave        | 161st Ave   | 2       | 1/4                     |          |
| Montana De Oro Dr | Local          | 159th Ave        | 161st Ave   | 2       | 1/4                     |          |
| Montana De Oro Dr | Local          | 161st Dr         | 161st Ave   | 2       | 1/4                     |          |
| 161st Ave         | Local          | Electra Lane     | Sta 5+69.67 | 2       | 1/4                     |          |
| 161st Dr          | Local          | Pinnacle Peak Rd | Sta 7+98.05 | 2       | 1/4                     |          |

### MATERIALS:

Asphalt: MR Tanner Supplier 3.5 Total Lane Miles 12,069 Total Square Yards

Water: 8" C-900 Size/Type 3,910 Total Linear Feet 6" DIP Size/Type 96 Total Linear Feet

8" DIP Size/Type 30 Total Linear Feet Size/Type Total Linear Feet

Sewer: 8" PVC Size/Type 3,400 Total Linear Feet 4" PVC Size/Type 2,190 Total Linear Feet

10" PVC Size/Type 115 Total Linear Feet Size/Type Total Linear Feet

Storm: 18" RGRCP Size/Type 32 Total Linear Feet Size/Type Total Linear Feet

24" RGRCP Size/Type 19 Total Linear Feet Size/Type Total Linear Feet

Fire Ln: N/A Size/Type Total Linear Feet Size/Type Total Linear Feet

### Additional Comments:

### SUPPORTING DOCUMENTATION REQUIRED:

XX Copy of Punch List

XX Final Certification Letter from Engineer of Record

XX Complete Geotechnical Testing Packet

XX Sewer Pressure Testing Results

XX Sewer Manhole Vacuum Testing Certification

XX Sewer Manhole Insecticide Certification

XX Sewer Videos with Operators Notes (inc. re-videos)

Other Sheet 1 of 2 (Specify)

XX AOC

XX Asphalt Concrete Ticket w/ Name of Contractor

N/A Streetlight Energize Letter

XX As built Documents (PDF copy on CD)

XX As Built Documents in PDF format (copy on CD)

N/A Updated asbuilt CAD base files (copy on CD)

### APPROVAL:

Civil Inspector: William Valdez

Date: 1/28/2021

Civil Engineering Supervisor: Kristin Tytler, P.E. Kristin Tytler

Date: 1/28/2021





## PROJECT SIGN OFF FORM

### PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 1/28/2021             Commercial           Commercial w/Offsite    XX Residential

XX COMPLETION ACCEPTANCE (End of Construction)             FINAL ACCEPTANCE (End of Warranty)

See Sheet 1      Date of Punch-List Walk                  Date Punch-List Completed

FS Number: FS16-475      Permit Number(s): See Sheet 1

Project Name: See Sheet 1

Project Developer/Builder: (Name, Address, and Phone #)

Sheet 2 of 2

#### MAG TIP Reporting:

| Street Name | Classification | Begin Limits      | End Limits        | # Lanes | Length to nearest ¼ mi. | Features |
|-------------|----------------|-------------------|-------------------|---------|-------------------------|----------|
| 159th Dr    | Local          | Montana De Oro Dr | Sta 2+47.50       | 2       | 1/4                     |          |
| 159th Ave   | Local          | Electra Lane      | Montana De Oro Dr | 2       | 1/4                     |          |
|             |                |                   |                   |         |                         |          |
|             |                |                   |                   |         |                         |          |
|             |                |                   |                   |         |                         |          |

#### MATERIALS:

**Asphalt:** See Sheet 1      Supplier             Total Lane Miles             Total Square Yards

**Water:**             Size/Type             Total Linear Feet             Size/Type             Total Linear Feet

       Size/Type             Total Linear Feet             Size/Type             Total Linear Feet

**Sewer:**             Size/Type             Total Linear Feet             Size/Type             Total Linear Feet

       Size/Type             Total Linear Feet             Size/Type             Total Linear Feet

**Storm:**             Size/Type             Total Linear Feet             Size/Type             Total Linear Feet

       Size/Type             Total Linear Feet             Size/Type             Total Linear Feet

**Fire Ln:**             Size/Type             Total Linear Feet             Size/Type             Total Linear Feet

Additional Comments:

#### SUPPORTING DOCUMENTATION REQUIRED:

|                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>      </u> Copy of Punch List<br><u>      </u> Final Certification Letter from Engineer of Record<br><u>      </u> Complete Geotechnical Testing Packet<br><u>      </u> Sewer Pressure Testing Results<br><u>      </u> Sewer Manhole Vacuum Testing Certification<br><u>      </u> Sewer Manhole Insecticide Certification<br><u>      </u> Sewer Videos with Operators Notes (inc. re-videos)<br><u>      </u> Other <u>See Sheet 1</u> | <u>      </u> AOC<br><u>      </u> Asphalt Concrete Ticket w/ Name of Contractor<br><u>      </u> Streetlight Energize Letter<br><u>      </u> As built Documents (PDF copy on CD)<br><u>      </u> As Built Documents in PDF format (copy on CD)<br><u>      </u> Updated asbuilt CAD base files (copy on CD) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

(Specify)

#### APPROVAL:

Civil Inspector: William Valdez

Date: 1/28/2021

Civil Engineering Supervisor: Kristin Tytler, P.E. *Kristin Tytler*

Date: 1/28/2021

|                    | Limits (Begin)           | Limits (End)                     | Paving Paved<br>Dirt Road? | New Lanes<br>(total)<br>(total incl. | New Bike<br>Lanes<br>(total) | Median<br>Width (ft) | Length (ft) |
|--------------------|--------------------------|----------------------------------|----------------------------|--------------------------------------|------------------------------|----------------------|-------------|
|                    | W. Pinnacle Peak Road    | W. Montana del Oro Drive         | N                          | 2                                    | 0                            | 0                    | 630.0       |
|                    | W. Electra Lane          | W. Montana del Oro Drive         | N                          | 2                                    | 0                            | 0                    | 475.0       |
|                    | W. Montana del Oro Drive | 135' North of W. Charlotte Drive | N                          | 2                                    | 0                            | 0                    | 135.0       |
|                    | W. Electra Lane          | W. Montana del Oro Drive         | N                          | 2                                    | 0                            | 0                    | 270.0       |
| o Drive<br>o Drive | N. 161st Avenue          | N. 159th Avenue                  | N                          | 2                                    | 0                            | 0                    | 1115.0      |
|                    | N. 161st Avenue          | N. 159th Avenue                  | N                          | 2                                    | 0                            | 0                    | 1100.0      |
|                    | N. 161st Drive           | N. 161st Avenue                  | N                          | 2                                    | 0                            | 0                    | 1108.0      |
|                    |                          |                                  |                            |                                      |                              |                      |             |
|                    |                          |                                  |                            |                                      |                              | Total                | 4833.0      |



## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 2, 2021  
Submitting Department: Public Works  
Staff Recommendations: None

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

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

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### **Agenda Wording:**

Consideration and action pertaining to the conditional acceptance of certain public utility improvements at Fulton Homes Escalante – Parcel 3, generally located in the vicinity of North 163rd Avenue and West Asante Boulevard; Resolution # 2021-27.

---

### **Motion:**

I move to approve Resolution # 2021-27.

---

### **Background:**

The Public Works Department conducted the final inspection of the public improvements for Fulton Homes Escalante – Parcel 3, generally located at N. 163rd Avenue and W. Asante Boulevard on or about January 4th, 2021, totaling 18,499 SY (approximately 5,946 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, storm drain, water and wastewater lines. Domestic water lines are located within the Epcor water jurisdiction.

---

### **Objective Analysis:**

The improvements for this property provide access and conveyance to the property, storm drains to convey wastewater to retention basins, sewer lines to convey wastewater from the property to the City's public system and water lines to convey domestic water to the property. This action will accept the required infrastructure.

---

### **Policy Compliant:**

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

---

### **Financial Impact:**

Acceptance of streets, sewer, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,839,326.60.

---

### **Budget Impact:**

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

**FTE Impact:**

This action does not change the full time equivalent count.

---

**ATTACHMENTS:**

1. 01\_RES 2021-27 Infrastructure Acceptance-Escalante P3-final
  2. 02\_Notice of Completion Letter
  3. 03\_Inspector Sign-Off Form
  4. 04\_Linear Foot Verification
-

**RESOLUTION # 2021-27**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT FULTON HOMES ESCALANTE - PARCEL 3, GENERALLY LOCATED AT N. 163<sup>rd</sup> AVENUE AND W. ASANTE BOULEVARD.**

**WHEREAS**, the Mayor and City Council of the City of Surprise approved a final plat entitled "Fulton Home Escalante – Parcel 3" on December 18<sup>th</sup>, 2018;

**WHEREAS**, Fulton Homes Corporation, an Arizona Corporation, the developer of Fulton Home Escalante – Parcel 3, dedicated to the City the street and public utility improvements, generally located at N. 163<sup>rd</sup> Avenue and W. Asante Boulevard;

**WHEREAS**, on or about January 4<sup>th</sup>, 2021, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Attest:

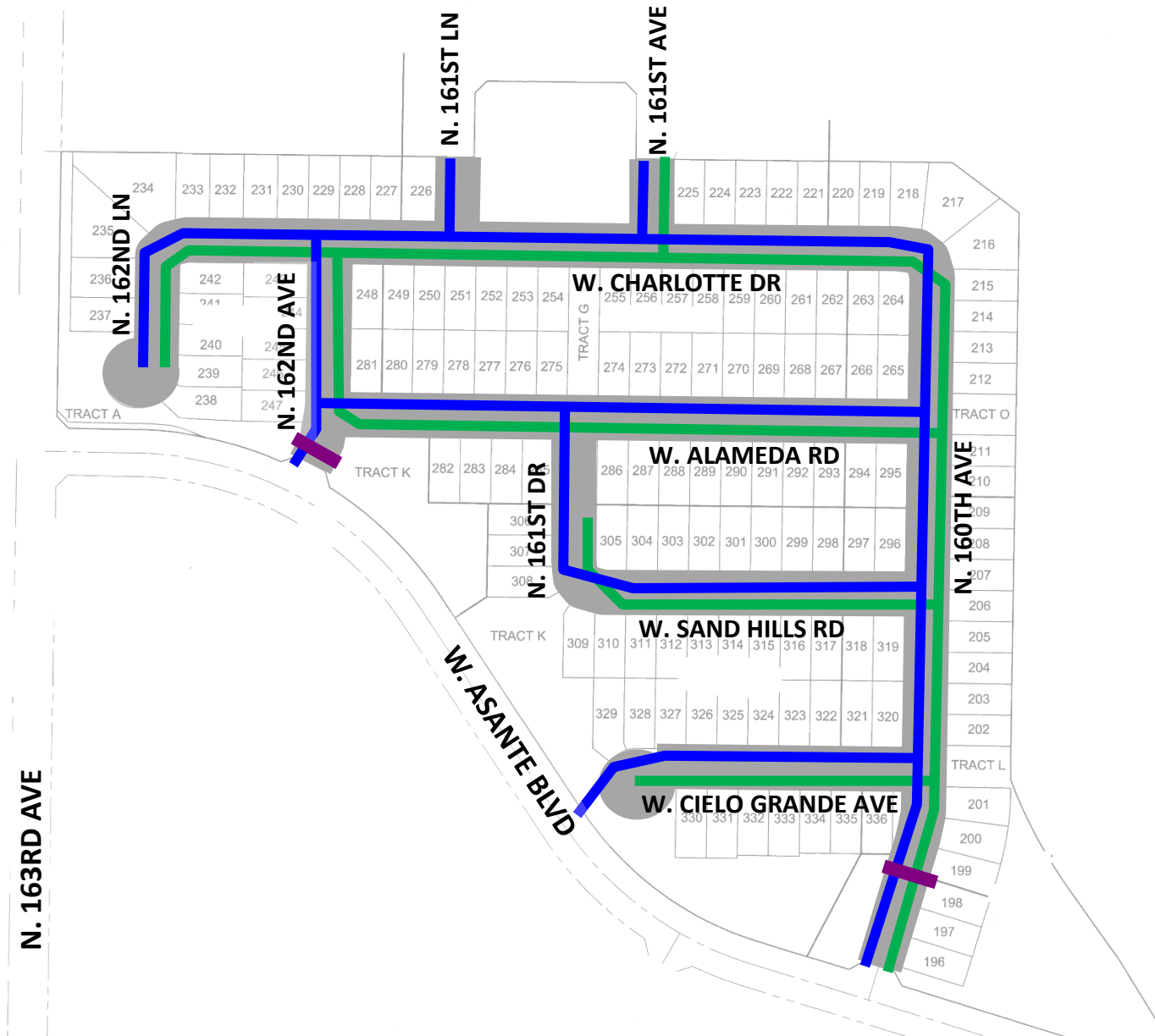
Approved as to form:

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

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

# EXHIBIT A

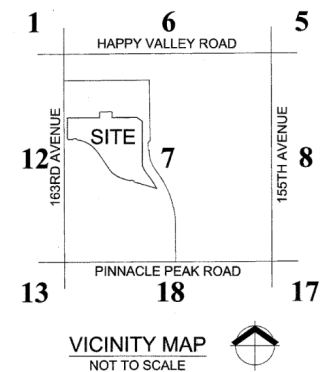
## FULTON HOMES ESCALANTE - PARCEL 3



### INFRASTRUCTURE TO

### BE ACCEPTED:

- SEWER
- WATER
- STORM DRAIN
- ROADWAY





# EXHIBIT B

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

## Memorandum

**To:** City of Surprise City Council  
**From:** Public Works – Engineering Services  
**Date:** 2/8/2021  
**Re:** Fulton Homes Escalante – Parcel 3

---

The public improvements for the above project have been completed and are tentatively scheduled for the March 2, 2021 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Paving - \$437,544.69  
City Concrete - \$647,127.50  
City Storm Drain - \$33,535.25  
City Sewer - \$357,359.18  
City Water - \$363,759.98  
Total - \$1,839,326.60

January 19, 2021

Fulton Homes  
9140 S Kyrene Rd, Suite 202  
Tempe, AZ 85284

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR ESCALANTE  
PARCEL 3 – FS16-477**

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

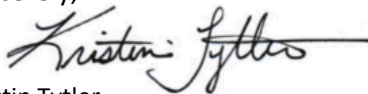
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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

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

If you have any questions or concerns, you can reach me at 623-222-6153 or at [kristin.tytler@surpriseaz.gov](mailto:kristin.tytler@surpriseaz.gov).

Sincerely,



Kristin Tytler  
Assistant PW Director

cc: Nuning Lemka, PW Engineering Manager  
David Mobley, PW Field Engineering Supervisor  
Lynn Stone, PW Business Manager  
Lee Lambert, Water Resource Management  
Warren Bert, GIS

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





# PROJECT SIGN OFF FORM

## PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 12/22/2020 Commercial ☐ Commercial w/Offsite ☒ Residential ☐

☒ COMPLETION ACCEPTANCE (End of Construction) ☐ FINAL ACCEPTANCE (End of Warranty)

9/23/2020 Date of Punch-List Walk 12/1/2020 Date Punch-List Completed

FS Number: FS16-477 Permit Number(s): E18P-0971, E18P-0997, E18P-0998, E18P-0999, E18P-1000, E18P-1001, E20P-0170

Project Name: Fulton Homes Escalante Parcel 3

Project Developer/Builder: (Name, Address, and Phone #)

Fulton Homes, 9140 S Kyrene Rd, Suite 202, Tempe, Arizona 85284 480-753-7532

Sheet 1 of 2

### MAG TIP Reporting:

| Street Name      | Classification | Begin Limits | End Limits   | # Lanes | Length to nearest 1/4 mi. | Features |
|------------------|----------------|--------------|--------------|---------|---------------------------|----------|
| Charlotte Dr     | Local          | 162nd Dr     | 160th Ave    | 2       | 1/4                       |          |
| Alameda Rd       | Local          | 161st Ln     | 160th Ave    | 2       | 1/4                       |          |
| Sand Hills Rd    | Local          | 161st Ave    | 160th Ave    | 2       | 1/4                       |          |
| Cielo Grande Ave | Local          | Cul De Sac   | 160th Ave    | 2       | 1/4                       |          |
| 162nd Dr         | Local          | Cul De Sac   | Charlotte Dr | 2       | 1/4                       |          |

### MATERIALS:

Asphalt: Knochel Bros Supplier 5 Total Lane Miles 19,424 Total Square Yards

Water: 8" C-900 Size/Type 5,961 Total Linear Feet 6" DIP Size/Type 180 Total Linear Feet

8" DIP Size/Type 22 Total Linear Feet

Sewer: 8" PVC Size/Type 5,410 Total Linear Feet

4" PVC Size/Type 4,260 Total Linear Feet

Storm: 18" RGRCP Size/Type 423 Total Linear Feet 24" RGRCP Size/Type 32 Total Linear Feet

30" RGRCP Size/Type 38 Total Linear Feet

Fire Ln: N/A Size/Type Total Linear Feet

### Additional Comments:

### SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List

☒ Final Certification Letter from Engineer of Record

☒ Complete Geotechnical Testing Packet

☒ Sewer Pressure Testing Results

☒ Sewer Manhole Vacuum Testing Certification

☒ Sewer Manhole Insecticide Certification

☒ Sewer Videos with Operators Notes (inc. re-videos)

☐ Other Sheet 1 of 2 (Specify)

☒ AOC

☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Streetlight Energize Letter

☒ As built Documents (PDF copy on CD)

☒ As Built Documents in PDF format (copy on CD)

☒ Updated asbuilt CAD base files (copy on CD)

### APPROVAL:

Civil Inspector: William Valdez

Date: 12/22/2020

Civil Engineering Supervisor: [Signature]

Date: 01/04/2021



**PROJECT SIGN OFF FORM**  
**PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS**

Date Submitted: 12/22/2020      ☐ Commercial      ☐ Commercial w/Offsite      ☒ Residential

☒ COMPLETION ACCEPTANCE (End of Construction)      ☐ FINAL ACCEPTANCE (End of Warranty)

9/23/2020      Date of Punch-List Walk      12/1/2020      Date Punch-List Completed

FS Number: FS16-477      Permit Number(s): See Sheet 1

Project Name: See Sheet 1

Project Developer/Builder: (Name, Address, and Phone #)

See Sheet 1

**MAG TIP Reporting:**

| Street Name | Classification | Begin Limits  | End Limits   | # Lanes | Length to nearest 1/4 mi. | Features |
|-------------|----------------|---------------|--------------|---------|---------------------------|----------|
| 161st Ln    | Local          | Asante Blvd   | Charlotte Dr | 2       | 1/4                       |          |
| 161st Ave   | Local          | Sand Hills Rd | Alameda Rd   | 2       | 1/4                       |          |
| 160th Ave   | Local          | Asante Blvd   | Charlotte Dr | 2       | 1/4                       |          |
| 161st Dr    | Local          | Charlotte Dr  | Sta 24+47.50 | 2       | 1/4                       |          |
| 161st Ave   | Local          | Charlotte Dr  | Sta 24+47.50 | 2       | 1/4                       |          |

**MATERIALS:**

Asphalt: See Sheet 1      Supplier: \_\_\_\_\_      Total Lane Miles: \_\_\_\_\_      Total Square Yards: \_\_\_\_\_

Water: \_\_\_\_\_ Size/Type \_\_\_\_\_ Total Linear Feet \_\_\_\_\_ Size/Type \_\_\_\_\_ Total Linear Feet

\_\_\_\_\_ Size/Type \_\_\_\_\_ Total Linear Feet \_\_\_\_\_ Size/Type \_\_\_\_\_ Total Linear Feet

Sewer: \_\_\_\_\_ Size/Type \_\_\_\_\_ Total Linear Feet \_\_\_\_\_ Size/Type \_\_\_\_\_ Total Linear Feet

\_\_\_\_\_ Size/Type \_\_\_\_\_ Total Linear Feet \_\_\_\_\_ Size/Type \_\_\_\_\_ Total Linear Feet

Storm: \_\_\_\_\_ Size/Type \_\_\_\_\_ Total Linear Feet \_\_\_\_\_ Size/Type \_\_\_\_\_ Total Linear Feet

\_\_\_\_\_ Size/Type \_\_\_\_\_ Total Linear Feet \_\_\_\_\_ Size/Type \_\_\_\_\_ Total Linear Feet

Fire Ln: \_\_\_\_\_ Size/Type \_\_\_\_\_ Total Linear Feet \_\_\_\_\_ Size/Type \_\_\_\_\_ Total Linear Feet

Additional Comments:

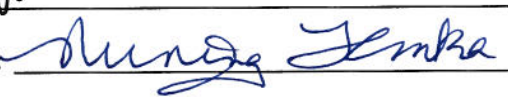
**SUPPORTING DOCUMENTATION REQUIRED:**

- |                                                                             |                                                                        |
|-----------------------------------------------------------------------------|------------------------------------------------------------------------|
| <input type="checkbox"/> Copy of Punch List                                 | <input type="checkbox"/> AOC                                           |
| <input type="checkbox"/> Final Certification Letter from Engineer of Record | <input type="checkbox"/> Asphalt Concrete Ticket w/ Name of Contractor |
| <input type="checkbox"/> Complete Geotechnical Testing Packet               | <input type="checkbox"/> Streetlight Energize Letter                   |
| <input type="checkbox"/> Sewer Pressure Testing Results                     | <input type="checkbox"/> As built Documents (PDF copy on CD)           |
| <input type="checkbox"/> Sewer Manhole Vacuum Testing Certification         | <input type="checkbox"/> As Built Documents in PDF format (copy on CD) |
| <input type="checkbox"/> Sewer Manhole Insecticide Certification            | <input type="checkbox"/> Updated asbuilt CAD base files (copy on CD)   |
| <input type="checkbox"/> Sewer Videos with Operators Notes (inc. re-videos) |                                                                        |
| <input type="checkbox"/> Other <u>Sheet 2 of 2</u> _____ (Specify)          |                                                                        |

**APPROVAL:**

Civil Inspector: William Valdez 

Date: 12/22/2020

Civil Engineering Supervisor: 

Date: 01/04/2021

| Project Name                | Roadway                | Paving Paved<br>Dirt Road? | New Lanes<br>(total)<br>(total incl. | New Bike<br>Lanes<br>(total) | Median<br>Width (ft) | Length (ft) | Length<br>(mile) | Length<br>(Nearest 1/4<br>mile) | Lane<br>Miles | Width<br>(pavement)<br>(ft) | Pavement<br>Area (ft <sup>2</sup> ) |
|-----------------------------|------------------------|----------------------------|--------------------------------------|------------------------------|----------------------|-------------|------------------|---------------------------------|---------------|-----------------------------|-------------------------------------|
| ton at Escalante - Parcel 3 | N. 162nd Lane          | N                          | 2                                    | 0                            | 0                    | 285.0       | 0.05             | 0.25                            | 0.11          | 28.0                        | 7,980                               |
| ton at Escalante - Parcel 3 | N. 162nd Avenue        | N                          | 2                                    | 0                            | 0                    | 378.0       | 0.07             | 0.25                            | 0.14          | 28.0                        | 10,584                              |
| ton at Escalante - Parcel 3 | N. 161st Lane          | N                          | 2                                    | 0                            | 0                    | 140.0       | 0.03             | 0.25                            | 0.05          | 28.0                        | 3,920                               |
| ton at Escalante - Parcel 3 | N. 161st Drive         | N                          | 2                                    | 0                            | 0                    | 288.0       | 0.05             | 0.25                            | 0.11          | 28.0                        | 8,064                               |
| ton at Escalante - Parcel 3 | N. 161st Avenue        | N                          | 2                                    | 0                            | 0                    | 140.0       | 0.03             | 0.25                            | 0.05          | 28.0                        | 3,920                               |
| ton at Escalante - Parcel 3 | N. 160th Avenue        | N                          | 2                                    | 0                            | 0                    | 1220.0      | 0.23             | 0.25                            | 0.46          | 28.0                        | 34,160                              |
| ton at Escalante - Parcel 3 | W. Cielo Grande Avenue | N                          | 2                                    | 0                            | 0                    | 550.0       | 0.10             | 0.25                            | 0.21          | 28.0                        | 15,400                              |
| ton at Escalante - Parcel 3 | W. Sand Hills Road     | N                          | 2                                    | 0                            | 0                    | 600.0       | 0.11             | 0.25                            | 0.23          | 28.0                        | 16,800                              |
| ton at Escalante - Parcel 3 | W. Alameda Road        | N                          | 2                                    | 0                            | 0                    | 1025.0      | 0.19             | 0.25                            | 0.39          | 28.0                        | 28,700                              |
| ton at Escalante - Parcel 3 | W. Charlotte Drive     | N                          | 2                                    | 0                            | 0                    | 1320.0      | 0.25             | 0.25                            | 0.50          | 28.0                        | 36,960                              |
|                             |                        |                            |                                      |                              | Total                | 5946.0      |                  |                                 |               |                             | Total                               |



## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 2, 2021  
Submitting Department: Public Works  
Staff Recommendations: None

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

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

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### **Agenda Wording:**

Consideration and action pertaining to the conditional acceptance of certain public utility improvements at Fulton Homes Escalante – Parcel 4, generally located in the vicinity of North 161st Lane and West Questa Drive; Resolution # 2021-28.

---

### **Motion:**

I move to approve Resolution # 2021-28.

---

### **Background:**

The Public Works Department conducted the final inspection of the public improvements for Fulton Homes Escalante – Parcel 4, generally located at N. 161st Lane and W. Questa Drive on or about January 4th, 2021, totaling 10,889 SY (approximately 3,500 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, storm drain, water and wastewater lines. Domestic water lines are located within the Epcor water jurisdiction.

---

### **Objective Analysis:**

The improvements for this property provide access and conveyance to the property, storm drains to convey wastewater to retention basins, sewer lines to convey wastewater from the property to the City's public system and water lines to convey domestic water to the property. This action will accept the required infrastructure.

---

### **Policy Compliant:**

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

---

### **Financial Impact:**

Acceptance of streets, sewer, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,031,592.57.

---

### **Budget Impact:**

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

**FTE Impact:**

This action does not change the full time equivalent count.

---

**ATTACHMENTS:**

1. 01\_RES 2021-28 Infrastructure Acceptance Escalante P4-final
  2. 02\_Notice of Completion Letter
  3. 03\_Inspector Sign-Off Form
  4. 04\_Linear Foot Verification
-

**RESOLUTION # 2021-28**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT FULTON HOMES ESCALANTE - PARCEL 4, GENERALLY LOCATED AT N. 161<sup>ST</sup> LANE AND W. QUESTA DRIVE.**

**WHEREAS**, the Mayor and City Council of the City of Surprise approved a final plat entitled "Fulton Home Escalante – Parcel 4" on December 18<sup>th</sup>, 2018;

**WHEREAS**, Fulton Homes Corporation, an Arizona Corporation, the developer of Fulton Home Escalante – Parcel 4, dedicated to the City the street and public utility improvements, generally located at N. 161<sup>st</sup> Lane and W. Questa Drive;

**WHEREAS**, on or about January 4<sup>th</sup>, 2021, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Attest:

Approved as to form:

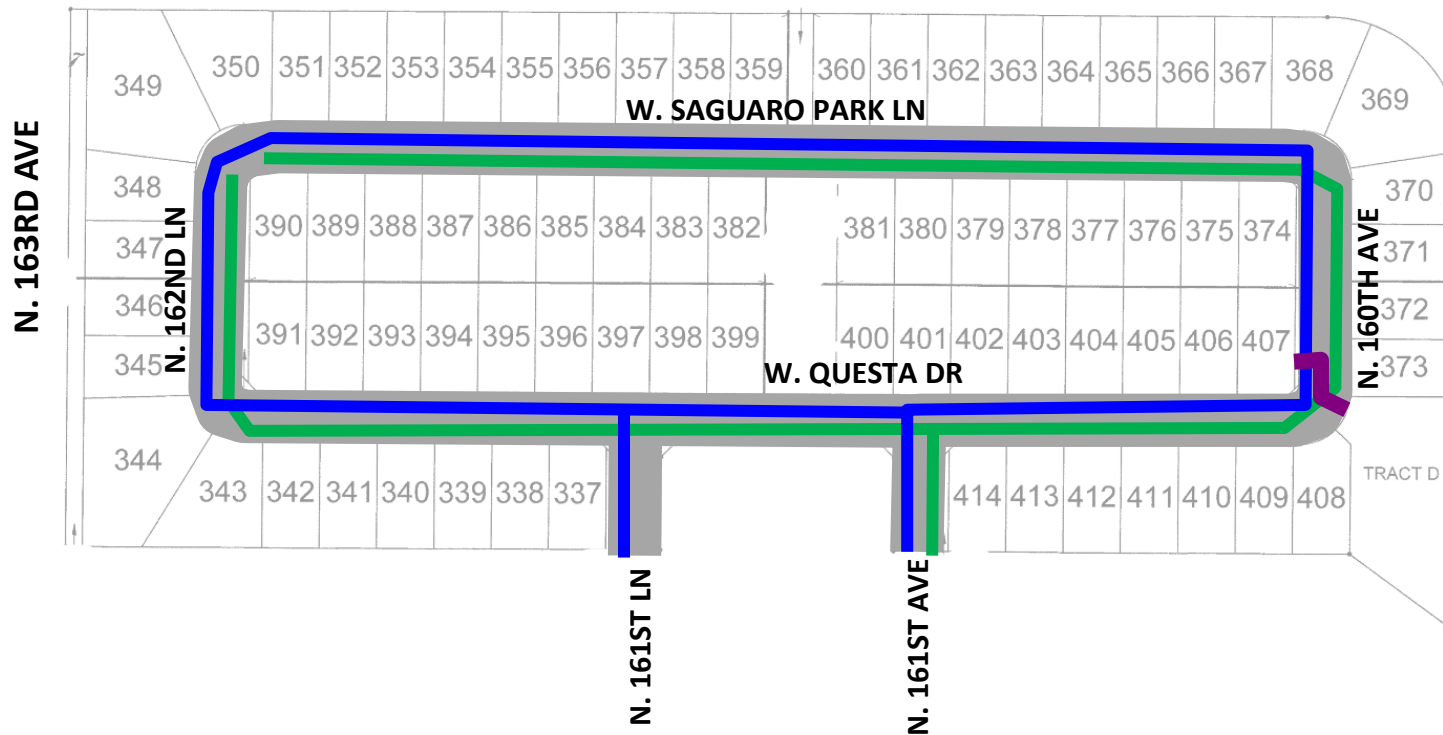
\_\_\_\_\_  
Sherry Aguilar, City Clerk

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



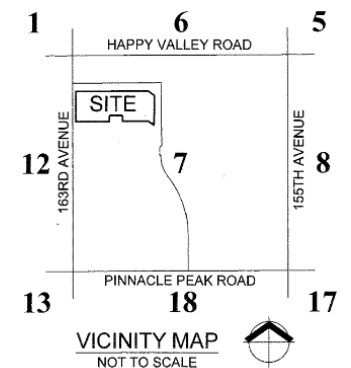
# EXHIBIT A

## FULTON HOMES ESCALANTE - PARCEL 4



### INFRASTRUCTURE TO BE ACCEPTED:

- SEWER
- WATER
- STORM DRAIN
- ROADWAY





# EXHIBIT B

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

## Memorandum

**To:** City of Surprise City Council  
**From:** Public Works – Engineering Services  
**Date:** 2/8/2021  
**Re:** Fulton Homes Escalante – Parcel 4

---

The public improvements for the above project have been completed and are tentatively scheduled for the March 2, 2021 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Paving - \$248,029.83

City Concrete - \$356,312.10

City Storm Drain - \$12,008.40

City Sewer - \$213,870.46

City Water - \$201,371.78

**Total - \$1,031,592.57**



January 19, 2021

Fulton Homes  
9140 S. Kyrene Rd, Suite 202  
Tempe, AZ 85284

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR ESCALANTE  
PARCEL 4 – FS16-478**

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

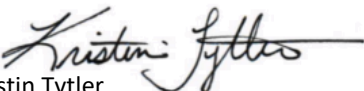
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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

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

If you have any questions or concerns, you can reach me at 623-222-6153 or at [kristin.tytler@surpriseaz.gov](mailto:kristin.tytler@surpriseaz.gov).

Sincerely,



Kristin Tytler  
Assistant PW Director

cc: Nuning Lemka, PW Engineering Manager  
David Mobley, PW Field Engineering Supervisor  
Lynn Stone, PW Business Manager  
Lee Lambert, Water Resource Management  
Warren Bert, GIS

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



# PROJECT SIGN OFF FORM

## PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 12/22/2020 \_\_\_\_\_ Commercial \_\_\_\_\_ Commercial w/Offsite XX Residential  
XX COMPLETION ACCEPTANCE (End of Construction) \_\_\_\_\_ FINAL ACCEPTANCE (End of Warranty)  
10/21/2020 Date of Punch-List Walk 12/1/2020 Date Punch-List Completed

FS Number: FS16-478 Permit Number(s): E18P-0984,E18P-1003,E18P-1004,E18P-1005,E18P-1006,E18P-1007

Project Name: Fulton Homes Escalante Parcel 4

Project Developer/Builder: (Name, Address, and Phone #)

Fulton Homes, 9140 S Kyrene Rd, Suite 202, Tempe, Arizona 85284 480-753-7532

Sheet 1

### MAG TIP Reporting:

| Street Name     | Classification | Begin Limits | End Limits      | # Lanes | Length to nearest ¼ mi. | Features |
|-----------------|----------------|--------------|-----------------|---------|-------------------------|----------|
| Saguaro Park Ln | Local          | 162nd Dr     | 160th Ave       | 2       | 1/4                     |          |
| Questa Dr       | Local          | 162nd Dr     | 160th Ave       | 2       | 1/4                     |          |
| 161st Dr        | Local          | Sta 24+47.50 | Questa Dr       | 2       | 1/4                     |          |
| 161st Ave       | Local          | Sta 24+47.50 | Questa Dr       | 2       | 1/4                     |          |
| 162nd Dr        | Local          | Questa Dr    | Saguaro Park Ln | 2       | 1/4                     |          |

### MATERIALS:

Asphalt: Knochel Bros Supplier 3 Total Lane Miles 11,095 Total Square Yards  
 Water: 8" C-900 Size/Type 3,535 Total Linear Feet 6" DIP Size/Type 96 Total Linear Feet  
8" DIP Size/Type 23 Total Linear Feet \_\_\_\_\_ Size/Type \_\_\_\_\_ Total Linear Feet  
 Sewer: 8" PVC Size/Type 4,016 Total Linear Feet \_\_\_\_\_ Size/Type \_\_\_\_\_ Total Linear Feet  
4" PVC Size/Type 2,340 Total Linear Feet \_\_\_\_\_ Size/Type \_\_\_\_\_ Total Linear Feet  
 Storm: 24" RGRCP Size/Type 99 Total Linear Feet \_\_\_\_\_ Size/Type \_\_\_\_\_ Total Linear Feet  
30" RGRCP Size/Type 31 Total Linear Feet \_\_\_\_\_ Size/Type \_\_\_\_\_ Total Linear Feet  
 Fire Ln: N/A Size/Type \_\_\_\_\_ Total Linear Feet \_\_\_\_\_ Size/Type \_\_\_\_\_ Total Linear Feet

Additional Comments:

### SUPPORTING DOCUMENTATION REQUIRED:

XX Copy of Punch List  
N/A Final Certification Letter from Engineer of Record  
XX Complete Geotechnical Testing Packet  
XX Sewer Pressure Testing Results  
XX Sewer Manhole Vacuum Testing Certification  
XX Sewer Manhole Insecticide Certification  
XX Sewer Videos with Operators Notes (inc. re-videos)  
Other Sheet 1 of 2 \_\_\_\_\_ (Specify)  
XX AOC  
XX Asphalt Concrete Ticket w/ Name of Contractor  
XX Streetlight Energize Letter  
XX As built Documents (PDF copy on CD)  
XX As Built Documents in PDF format (copy on CD)  
N/A Updated asbuilt CAD base files (copy on CD)

### APPROVAL:

Civil Inspector: William Valdez

Date: 12/22/2020

Civil Engineering Supervisor: [Signature]

Date: 01/04/2021



# PROJECT SIGN OFF FORM

## PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 12/22/2020      Commercial      Commercial w/Offsite XX Residential

XX COMPLETION ACCEPTANCE (End of Construction)      FINAL ACCEPTANCE (End of Warranty)

10/14/2020 Date of Punch-List Walk 12/2/2020 Date Punch-List Completed

FS Number: FS16-478 Permit Number(s): See Sheet 1

Project Name: See Sheet 1

Project Developer/Builder: (Name, Address, and Phone #)

See Sheet 1

### MAG TIP Reporting:

| Street Name | Classification | Begin Limits    | End Limits | # Lanes | Length to nearest ¼ mi. | Features |
|-------------|----------------|-----------------|------------|---------|-------------------------|----------|
| 160th Ave   | Local          | Saguaro Park Ln | Questa Dr  | 2       | 1/4                     |          |
|             |                |                 |            |         |                         |          |
|             |                |                 |            |         |                         |          |
|             |                |                 |            |         |                         |          |
|             |                |                 |            |         |                         |          |

### MATERIALS:

Asphalt: See Sheet 1 Supplier      Total Lane Miles      Total Square Yards     

Water:      Size/Type      Total Linear Feet      Size/Type      Total Linear Feet

     Size/Type      Total Linear Feet      Size/Type      Total Linear Feet

Sewer:      Size/Type      Total Linear Feet      Size/Type      Total Linear Feet

     Size/Type      Total Linear Feet      Size/Type      Total Linear Feet

Storm:      Size/Type      Total Linear Feet      Size/Type      Total Linear Feet

     Size/Type      Total Linear Feet      Size/Type      Total Linear Feet

Fire Ln:      Size/Type      Total Linear Feet      Size/Type      Total Linear Feet

Additional Comments:

### SUPPORTING DOCUMENTATION REQUIRED:

- Copy of Punch List
- Final Certification Letter from Engineer of Record
- Complete Geotechnical Testing Packet
- Sewer Pressure Testing Results
- Sewer Manhole Vacuum Testing Certification
- Sewer Manhole Insecticide Certification
- Sewer Videos with Operators Notes (inc. re-videos)
- Other Sheet 2 of 2
- AOC
- Asphalt Concrete Ticket w/ Name of Contractor
- Streetlight Energize Letter
- As built Documents (PDF copy on CD)
- As Built Documents in PDF format (copy on CD)
- Updated asbuilt CAD base files (copy on CD)

### APPROVAL:

Civil Inspector: William Valdez

Date: 12/22/2020

Civil Engineering Supervisor: *Munir Zambra*

Date: 01/04/2021

| Project Name                | Roadway              | Paving Paved<br>Dirt Road? | New Lanes<br>(total)<br>(total incl. | New Bike<br>Lanes<br>(total) | Median<br>Width (ft) | Length (ft) | Length<br>(mile) | Length<br>(Nearest 1/4<br>mile) | Lane<br>Miles | Width<br>(pavement)<br>(ft) | Pavement<br>Area (ft <sup>2</sup> ) |
|-----------------------------|----------------------|----------------------------|--------------------------------------|------------------------------|----------------------|-------------|------------------|---------------------------------|---------------|-----------------------------|-------------------------------------|
| ton at Escalante - Parcel 4 | N. 162nd Lane        | N                          | 2                                    | 0                            | 0                    | 300.0       | 0.06             | 0.25                            | 0.11          | 28.0                        | 8,400                               |
| ton at Escalante - Parcel 4 | N. 161st Lane        | N                          | 2                                    | 0                            | 0                    | 150.0       | 0.03             | 0.25                            | 0.06          | 28.0                        | 4,200                               |
| ton at Escalante - Parcel 4 | N. 161st Avenue      | N                          | 2                                    | 0                            | 0                    | 150.0       | 0.03             | 0.25                            | 0.06          | 28.0                        | 4,200                               |
| ton at Escalante - Parcel 4 | N. 160th Avenue      | N                          | 2                                    | 0                            | 0                    | 300.0       | 0.06             | 0.25                            | 0.11          | 28.0                        | 8,400                               |
| ton at Escalante - Parcel 4 | W. Questa Drive      | N                          | 2                                    | 0                            | 0                    | 1300.0      | 0.25             | 0.25                            | 0.49          | 28.0                        | 36,400                              |
| ton at Escalante - Parcel 4 | W. Saguaro Park Lane | N                          | 2                                    | 0                            | 0                    | 1300.0      | 0.25             | 0.25                            | 0.49          | 28.0                        | 36,400                              |
|                             |                      |                            |                                      |                              | Total                | 3500.0      |                  |                                 |               |                             | Total                               |



## CITY OF SURPRISE Regular City Council Meeting

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Council Meeting Date: March 2, 2021      Contact Person: Hobart Wingard, PLANNER II  
Submitting Department: Community Development      District: District 3  
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, "Stonefield A Replat of Lot 1 of the Northwest Corner of Peoria Avenue & Reems Road", dated January 13, 2021, an approximately 18.56 acre property located generally west of the northwestern corner of Reems Road and Peoria Avenue.

---

### **Motion:**

I move to approve the Final Plat entitled, "Stonefield A Replat of Lot 1 of the Northwest Corner of Peoria Avenue & Reems Road", dated January 13, 2021.

---

### **Background:**

Hubbard Engineering, on behalf of HBT of Stonefield LLC, seeks approval of a Final Plat for a 60 lot residential subdivision.

---

### **Objective Analysis:**

The proposed Final Plat will divide the 18.56-acre parcel into 60 residential lots and 5 tracts for residential development.

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### **Policy Compliant:**

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area which supports residential uses.

---

### **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.

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### **Budget Impact:**

There is no anticipated budget impact related to this item.

### **FTE Impact:**

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

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### **ATTACHMENTS:**

1. 00 - FS19-759 - Stonefield FP - CC Staff Report - 030221
  2. 01 - FS19-759 - Stonefield FP - Vicinity Map - 030221
  3. 02 - FS19-759 - Stonefield FP - Case Map - 030221
  4. 03 - FS19-759 - Stonfield FP - Plat - 030221
  5. 04 - FS19-759 - Stonefield FP - Landscape Plans - 030221
  6. 05 - FS19-759 - Stonefield FP - Luke Letter - 030221
  7. 06 - FS19-759 - Stonefield FP - Dysart Letter - 030221
  8. PP - FS19-759 - Stonefield FP - CC PowerPoint - 030221
-



# FINAL PLAT

## REPORT TO THE CITY COUNCIL

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**Case:** FS19-759

**Project Name:** Stonefield

**Council District:** 3

**City Council Date:** March 2, 2021

**Planner:** Hobart Wingard

---

**Owner:** HBT of Stonefield, LLC

**Applicant:** Andrew Jupp of Kimley-Horn and Associates, Inc. on behalf of HBT of Stonefield, LLC

**Request:** Final Plat for a 60 lot single-family residential subdivision in the Greer Ranch Planned Area Development (PAD) zoning district (R1-5-PAD).

**Site Location:** Generally located west of the northwest corner of Peoria Avenue and Reems Road

**Site Size:** 18.56 acres (approx.)

**Density:** 3.23 DU/Ac

**Findings:**

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Zone Change as approved under case FS19-382.
- The proposed Final Plat is consistent with the Preliminary Plat approved under case FS19-382.
- The proposed Final Plat is consistent with the Surprise Municipal 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:**

43 The subject Final Plat request involves platting 60 low density residential (R1-5-PAD) single-family  
44 residential lots. The project provides 60 single-family residential lots over approximately 18.56 acres  
45 for a gross density of 3.23 DU/Ac. Additionally, 5.59 acres (30.12 percent) of open space is proposed.

46

47 **Attachments:**

48

49 01 Vicinity Map

50 02 Case Map

51 03 Final Plat

52 04 Landscape Plans

53 05 Luke AFB Comments

54 06 Dysart School District Comments



# VICINITY MAP

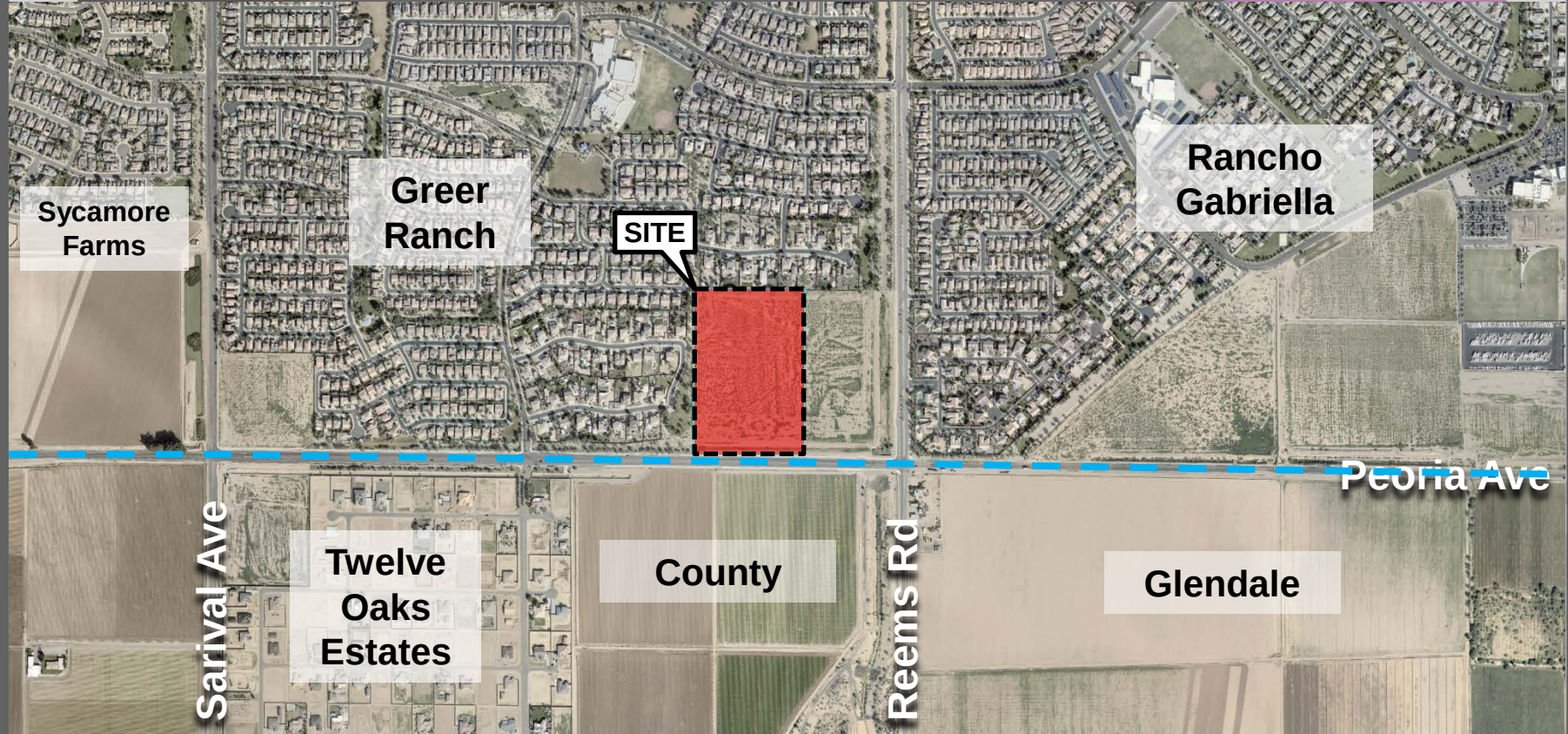
FS19-759  
Stonefield





# VICINITY MAP

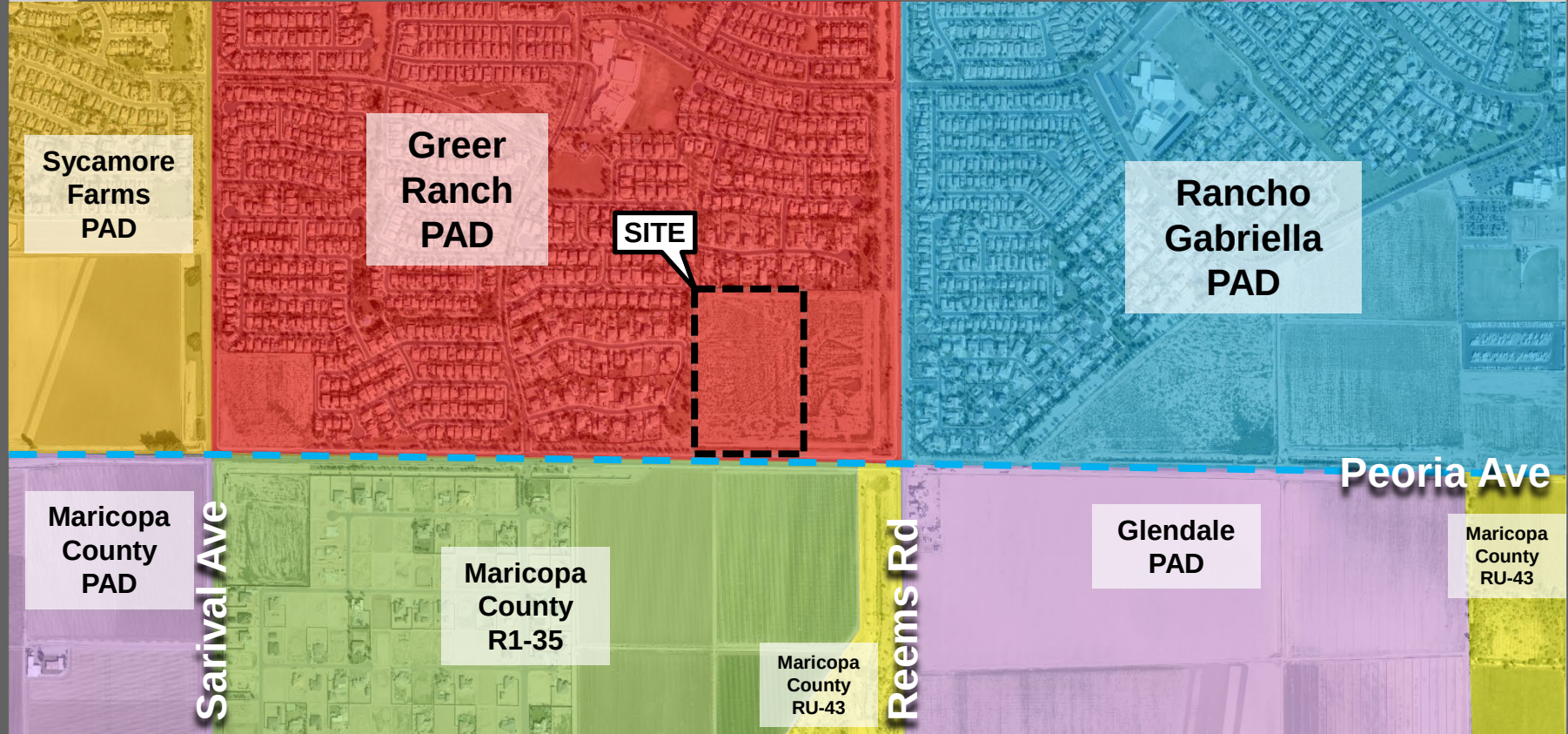
FS19-759  
Stonefield





# ZONING MAP

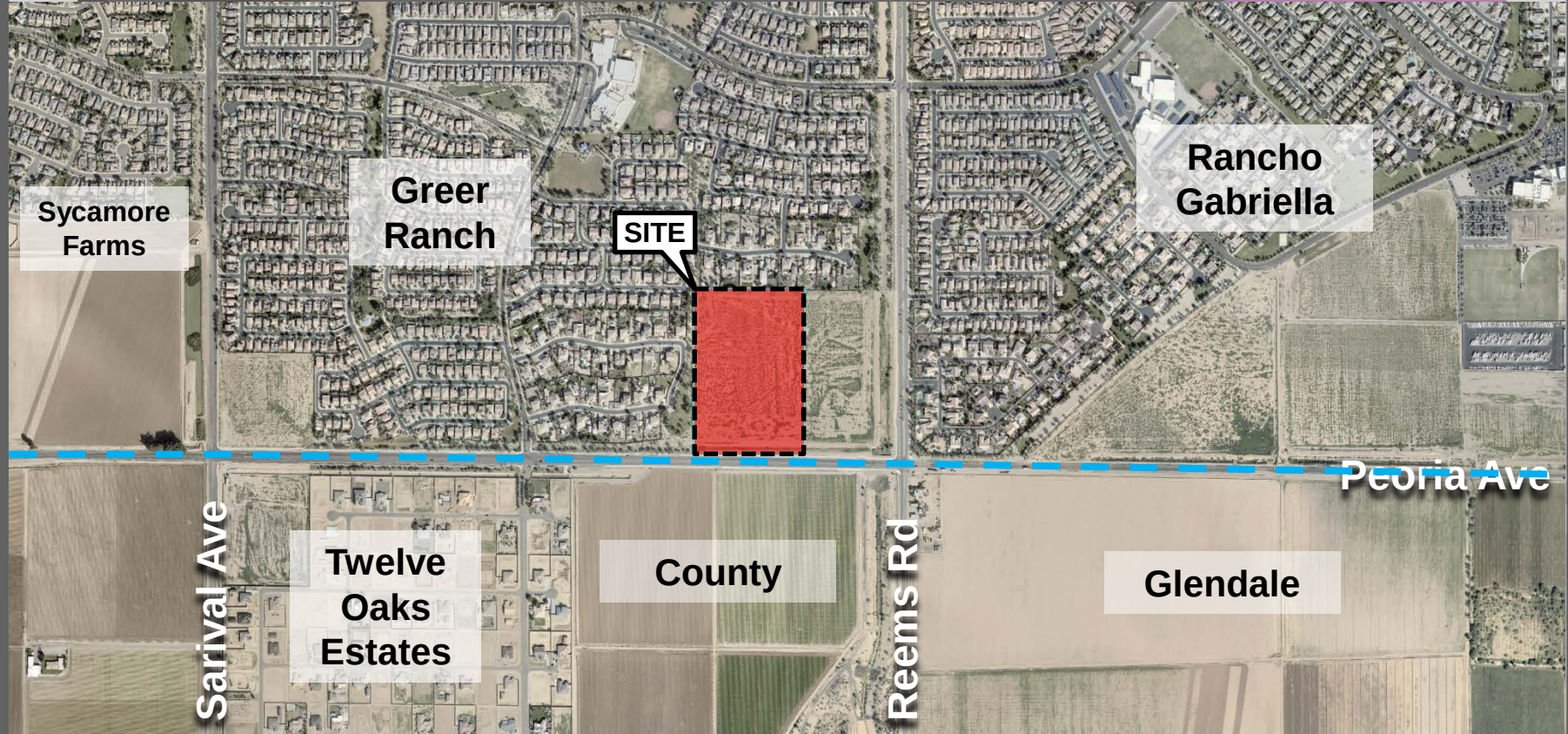
FS19-759  
Stonefield





# CASE MAP

FS19-759  
Stonefield





# STONEFIELD

## A REPLAT OF LOT 1 OF THE NORTHWEST CORNER OF PEORIA AVENUE & REEMS ROAD

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER  
MERIDIAN, MARICOPA COUNTY, ARIZONA

### DEDICATION

STATE OF ARIZONA

COUNTY OF MARICOPA

KNOW ALL PERSONS BY THESE PRESENTS:

HBT OF STONEFIELD, LLC, AS OWNER, HAS SUBDIVIDED UNDER THE NAME "STONEFIELD", A REPLAT OF LOT 1 OF THE NORTHWEST CORNER OF PEORIA AVENUE & REEMS ROAD, AS RECORDED IN BOOK 1550, PAGE 46, M.C.R., A SUBDIVISION LOCATED IN SECTION 19, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "STONEFIELD", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSION OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING THE 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 CROSS ACCESS EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

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 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 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.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL 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 TRASH COLLECTION VEHICLES.

OWNER HEREBY GRANTS TO EPCOR WATER ARIZONA INC., AND ITS SUCCESSORS AND ASSIGNS (COLLECTIVELY, "GRANTEE") A PERPETUAL WATER EASEMENT ("EASEMENTS") AS DESCRIBED IN THE PLAT TO CONSTRUCT, OPERATE, AND MAINTAIN WATER LINES AND APPURTENANT FACILITIES (COLLECTIVELY, "FACILITIES") UPON, ACROSS, OVER AND UNDER THE SURFACE OF THE EASEMENTS, TOGETHER WITH THE RIGHT TO OPERATE, REPAIR, REPLACE, MAINTAIN, AND REMOVE THE FACILITIES FROM THE PREMISES; TO ADD OR TO ALTER THE FACILITIES, AND TO PROVIDE GRANTEE WITH REASONABLE INGRESS AND EGRESS TO THE FACILITIES. GRANTEE WILL HAVE UNRESTRICTED ACCESS TO THE EASEMENT FOR THE ACTIVITIES DESCRIBED ABOVE AND FORMAL NOTIFICATION OR APPROVAL BY ANY ASSOCIATION PRIOR TO ACCESSING THE EASEMENT WILL NOT BE REQUIRED. GRANTOR SHALL NOT ERECT OR CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING, STRUCTURE OR SIMILAR IMPROVEMENT WITHIN THE LIMITS OF THE EASEMENT GRANTED HEREIN, GRANTOR SHALL NOT, NOR PERMIT, THE GRADE OVER GRANTEE'S FACILITIES TO BE SUBSTANTIALLY ALTERED WITHOUT, IN EACH INSTANCE, THE PRIOR WRITTEN CONSENT OF GRANTEE, AND GRANTOR AGREES THAT NO OTHER PIPES OR CONDUITS SHALL BE PLACED WITHIN THE PREMISES SUBJECT TO THE EASEMENT GRANTED HEREIN, EXCEPT PIPES CROSSING GRANTEE'S FACILITIES AT RIGHT ANGLES, IN WHICH CASE, A MINIMUM VERTICAL DISTANCE OF TWO (2) FEET (AS MEASURED FROM THE CLOSEST POINTS ON THE OUTSIDE EDGES) SHALL BE MAINTAINED BETWEEN GRANTEE'S FACILITIES AND SUCH OTHER PIPES OR CONDUITS. UNLESS GRANTEE EXPRESSLY CONSENTS IN WRITING OTHERWISE, ANY AND ALL SEWER PIPES CROSSING THE EASEMENT GRANTED HEREIN SHALL BE LAID BELOW GRANTEE'S FACILITIES. HOWEVER, GRANTOR SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS, AND TO ESTABLISH OTHER USES THAT ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID EASEMENT IN A MANNER THAT WILL NOT UNREASONABLY INTERFERE WITH GRANTEE'S ACCESS TO THE FACILITIES.

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

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.

IN WITNESS WHEREOF:

OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

HBT OF STONEFIELD, LLC

BY: \_\_\_\_\_ ITS: \_\_\_\_\_ DATE: \_\_\_\_\_

EPCOR WATER ARIZONA INC.

BY: \_\_\_\_\_ ITS: \_\_\_\_\_ DATE: \_\_\_\_\_

### ACKNOWLEDGEMENT

STATE OF ARIZONA

COUNTY OF MARICOPA

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_, WHO ACKNOWLEDGE HIMSELF/HERSELF TO BE AN \_\_\_\_\_, OF HBT OF STONEFIELD, LLC, AS OWNER, AND ACKNOWLEDGE THAT HE/SHE, BEING DULY AUTHORIZED TO DO SO, EXECUTED THIS PLAT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF/HERSELF AS SUCH AUTHORIZED REPRESENTATIVE.  
IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES

### ACKNOWLEDGEMENT

STATE OF ARIZONA

COUNTY OF MARICOPA

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_, WHO ACKNOWLEDGE HIMSELF/HERSELF TO BE AN \_\_\_\_\_, OF EPCOR WATER ARIZONA, INC., AND ACKNOWLEDGE THAT HE/SHE, BEING DULY AUTHORIZED TO DO SO, EXECUTED THIS PLAT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF/HERSELF AS SUCH AUTHORIZED REPRESENTATIVE.  
IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES

### LEGAL DESCRIPTION

LOT 1 OF THE NORTHWEST CORNER OF PEORIA AVENUE & REEMS ROAD, AS RECORDED IN BOOK 1550, PAGE 46, M.C.R.

### NOTES

- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- LANDSCAPING MAINTENANCE WITHIN THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS.
- THE PROPERTY OWNER AT THE TIME WHEN CITY OF SURPRISE WATER, AND/OR SEWER INFRASTRUCTURE IS AVAILABLE AT THE PROPERTY, SHALL BE REQUIRED TO CONNECT IN ACCORDANCE WITH SURPRISE MUNICIPAL CODE AND PAY ALL APPLICABLE FEES. ANY OWNER OF THE PROPERTY SHALL NOTIFY PROSPECTIVE BUYERS AND THE PUBLIC OF THIS NOTE, AND ANY SALES CONTRACTS OR SALES REPORTS SHALL INCLUDE SUCH NOTE.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE 'X' AND 'A' BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C660L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- ALL STRUCTURES AND LANDSCAPING WITH THE 30'X30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. NO LIMBS, LEAVES NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.
- ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNER AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OR THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
- PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH EITHER THE ASSOCIATION OR THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT. (S.L.I.D.).
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE "STONEFIELD" PRELIMINARY PLAT, APPROVED DATE OF 10/01/19, UNDER CASE FS19-382.
- ZONING OF THE PROPERTY IS AS APPROVED BY THE CITY COUNCIL ON 10/01/19 UNDER CASE FS19-382, OR AS SUBSEQUENTLY AMENDED.
- LOTS 15 THROUGH 20 ARE LIMITED TO SINGLE STORY STRUCTURES.

### 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.

### RELEASE OF LIABILITY

HBT OF STONEFIELD, LLC, AS OWNER, DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY 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 OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

### RELEASE OF LIABILITY

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

### RELEASE OF LIABILITY

HBT OF STONEFIELD, LLC, AS OWNER, DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON 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 OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

### NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1997, UNDER DOCKET NO. 97-0231759 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURF LANDS OR DECLARATIONS OF URBANIZED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHT-OF-WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA.  
IN LOCATIONS WHERE APPLICABLE, INCLUDING ANY AND ALL DEDICATIONS WITHIN A SUBDIVISION PLAT, MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND PROPERTY INTERESTS, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE IGA.  
CITY SHALL HAVE THE RIGHT TO AUTHORIZE AND CONTROL THE UTILITY SERVICE PROVIDER'S USE AND OCCUPANCY OF THESE EASEMENTS. CITY REQUIRES THAT UTILITY SERVICE PROVIDERS CONSENT TO BE BOUND BY THE IGA PRIOR TO THE USE OR OCCUPANCY OF THE EASEMENTS GRANTED UNDER THE IGA. SUCH USE OR OCCUPANCY OF THE EASEMENTS CONSTITUTES CONSENT OF THE UTILITY SERVICE PROVIDERS TO BE BOUND BY THE IGA.

### SHEET INDEX

- .....COVER SHEET
- .....KEY MAP/LOT & TRACT TABLES
- .....REPLAT

### OWNER

HBT OF STONEFIELD LLC  
706 E. BELL ROAD, SUITE 212  
PHOENIX, AZ, 85022  
TELEPHONE: 602-996-6800  
CONTACT: KEVIN KIESL

### SURVEYOR

HUBBARD ENGINEERING  
1201 S. ALMA SCHOOL RD. SUITE #12000  
MESA, AZ 85210  
PHONE: (480) 892-3313  
FAX: (480) 892-7051  
CONTACT: ADRIAN BURCHAM, PLS

### ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.,  
7740 N. 16TH STREET, SUITE 300  
PHOENIX, ARIZONA 85020-4331  
PHONE: (602) 944-5500  
FAX: (602) 944-7423  
CONTACT: ANDREW JUPP, P.E.

### ZONING

R1-5-PAD

### ACREAGE DETAIL

|                       |                                  |
|-----------------------|----------------------------------|
| GROSS ACREAGE:        | 808,532 SQ. FT. OR 18.5613 AC. ± |
| TOTAL LOTS: 60        |                                  |
| TOTAL LOT ACREAGE:    | 432,751 SQ. FT. OR 9.9346 AC. ±  |
| TOTAL TRACT ACREAGE:  | 243,555 SQ. FT. OR 5.5913 AC. ±  |
| RIGHT-OF-WAY ACREAGE: | 132,226 SQ. FT. OR 3.0355 AC. ±  |

### PERTINENT DOCUMENTS

"GREER RANCH SOUTH PARCEL 14", A FINAL PLAT, AS RECORDED IN BOOK 671, PAGE 24, M.C.R.  
"NWC PEORIA AVENUE & REEMS ROAD", A RECORD OF SURVEY, AS RECORDED IN BOOK 1405, PAGE 43, M.C.R.  
"NORTHWEST CORNER OF PEORIA AVENUE & REEMS ROAD", A FINAL PLAT, AS RECORDED IN BOOK 1550, PAGE 46, M.C.R.

### BASIS OF BEARINGS

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.  
MEASURED BEARING=N89°06'16"W  
BEARING DERIVED UTILIZING THE CITY OF SURPRISE LOW DISTORTION PROJECTION PARAMETERS AS FOLLOWS:  
LATITUDE OF ORIGIN/CENTRAL PARALLEL: 33° 15' NORTH  
LONGITUDE OF CENTRAL MERIDIAN: 112° 15' WEST  
FALSE NORTHING: 1,500,000.00 FEET  
FALSE EASTING: 2,500,000.00 FEET  
SCALE AT CENTRAL PARALLEL: 1.000045 (EXACT)

### CERTIFICATE OF ASSURED WATER SUPPLY

THE AREA PLATTED HERON HAS A CERTIFICATE OF ASSURED WATER SUPPLY FROM THE ARIZONA DEPARTMENT OF WATER RESOURCES, CERTIFICATE NUMBER 27-701103.0000 AND LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF EPCOR WATER ARIZONA, INC.

### CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT WAS REVIEWED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED \_\_\_\_\_  
CITY ENGINEER

### CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021,

MAYOR

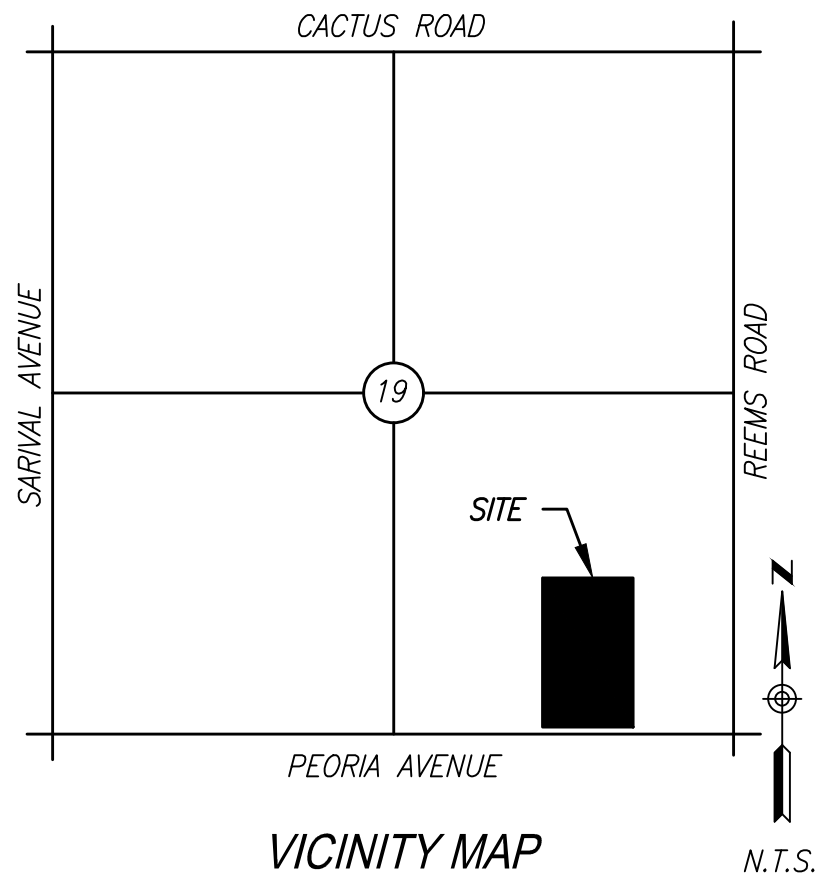
ATTEST:

CITY CLERK

### SURVEYOR'S STATEMENT

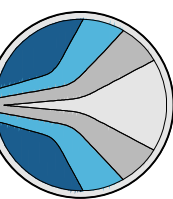
THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
ALL LOT CORNERS WILL BE PERMANENTLY SET BY COMPLETION OF CONSTRUCTION.

ADRIAN M. BURCHAM, R.L.S.  
REGISTRATION NO. 41282  
1201 S. ALMA SCHOOL RD. SUITE #12000  
MESA, AZ. 85210



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

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STONEFIELD  
REPLAT OF LOT 1 OF THE NORTHWEST  
CORNER OF PEORIA AVE. AND REEMS RD.  
City of Surprise, Maricopa County, Arizona

Date  
01/13/21

Project No.  
19102

Project Eng.

Project Manager  
ADRIAN BURCHAM

Sh: 1 of 4

CASE #FS20-108



| LOT TABLE |             |        |          |
|-----------|-------------|--------|----------|
| LOT #     | SQUARE FEET | ACRES  | ZONE     |
| 1         | 10776.00    | 0.2474 | RM-6 PUD |
| 2         | 9522.00     | 0.2186 | RM-6 PUD |
| 3         | 8397.00     | 0.1928 | RM-6 PUD |
| 4         | 7859.00     | 0.1804 | RM-6 PUD |
| 5         | 7800.00     | 0.1791 | RM-6 PUD |
| 6         | 7800.00     | 0.1791 | RM-6 PUD |
| 7         | 7800.00     | 0.1791 | RM-6 PUD |
| 8         | 7800.00     | 0.1791 | RM-6 PUD |
| 9         | 7800.00     | 0.1791 | RM-6 PUD |
| 10        | 7800.00     | 0.1791 | RM-6 PUD |
| 11        | 7800.00     | 0.1791 | RM-6 PUD |
| 12        | 7800.00     | 0.1791 | RM-6 PUD |
| 13        | 7823.00     | 0.1796 | RM-6 PUD |
| 14        | 8585.00     | 0.1971 | RM-6 PUD |
| 15        | 7801.00     | 0.1791 | RM-6 PUD |
| 16        | 7800.00     | 0.1791 | RM-6 PUD |
| 17        | 7800.00     | 0.1791 | RM-6 PUD |
| 18        | 7800.00     | 0.1791 | RM-6 PUD |
| 19        | 7800.00     | 0.1791 | RM-6 PUD |
| 20        | 7961.00     | 0.1828 | RM-6 PUD |
| 21        | 6758.00     | 0.1551 | RM-6 PUD |
| 22        | 6602.00     | 0.1516 | RM-6 PUD |
| 23        | 6602.00     | 0.1516 | RM-6 PUD |
| 24        | 6602.00     | 0.1516 | RM-6 PUD |
| 25        | 6609.00     | 0.1517 | RM-6 PUD |
| 26        | 7130.00     | 0.1637 | RM-6 PUD |
| 27        | 7150.00     | 0.1641 | RM-6 PUD |
| 28        | 6600.00     | 0.1515 | RM-6 PUD |
| 29        | 6600.00     | 0.1515 | RM-6 PUD |
| 30        | 6600.00     | 0.1515 | RM-6 PUD |
| 31        | 6600.00     | 0.1515 | RM-6 PUD |
| 32        | 7150.00     | 0.1641 | RM-6 PUD |
| 33        | 7150.00     | 0.1641 | RM-6 PUD |
| 34        | 6600.00     | 0.1515 | RM-6 PUD |
| 35        | 6600.00     | 0.1515 | RM-6 PUD |
| 36        | 6600.00     | 0.1515 | RM-6 PUD |
| 37        | 6600.00     | 0.1515 | RM-6 PUD |
| 38        | 7150.00     | 0.1641 | RM-6 PUD |
| 39        | 6600.00     | 0.1515 | RM-6 PUD |
| 40        | 6600.00     | 0.1515 | RM-6 PUD |
| 41        | 6600.00     | 0.1515 | RM-6 PUD |
| 42        | 6600.00     | 0.1515 | RM-6 PUD |
| 43        | 6600.00     | 0.1515 | RM-6 PUD |
| 44        | 6550.00     | 0.1504 | RM-6 PUD |
| 45        | 6880.00     | 0.1579 | RM-6 PUD |
| 46        | 6616.00     | 0.1519 | RM-6 PUD |
| 47        | 6600.00     | 0.1515 | RM-6 PUD |
| 48        | 6600.00     | 0.1515 | RM-6 PUD |
| 49        | 6600.00     | 0.1515 | RM-6 PUD |
| 50        | 6568.00     | 0.1508 | RM-6 PUD |
| 51        | 7255.00     | 0.1666 | RM-6 PUD |
| 52        | 6567.00     | 0.1508 | RM-6 PUD |
| 53        | 8698.00     | 0.1997 | RM-6 PUD |
| 54        | 7021.00     | 0.1612 | RM-6 PUD |
| 55        | 6440.00     | 0.1478 | RM-6 PUD |
| 56        | 6599.00     | 0.1515 | RM-6 PUD |
| 57        | 6600.00     | 0.1515 | RM-6 PUD |
| 58        | 6600.00     | 0.1515 | RM-6 PUD |
| 59        | 6765.00     | 0.1553 | RM-6 PUD |
| 60        | 6765.00     | 0.1553 | RM-6 PUD |
| TOTAL     | 432751.00   | 9.9346 |          |

| TRACT TABLE |             |        |                      |
|-------------|-------------|--------|----------------------|
| TRACT       | SQUARE FEET | ACRES  | USAGE                |
| A           | 19495.00    | 0.4475 | OPENSOURCE, DRAINAGE |
| B           | 155039.00   | 3.5592 | OPENSOURCE, DRAINAGE |
| C           | 2100.00     | 0.0482 | OPENSOURCE           |
| D           | 2100.00     | 0.0482 | OPENSOURCE           |
| E           | 64821.00    | 1.4881 | OPENSOURCE, DRAINAGE |
| TOTAL       | 243555.00   | 5.5913 |                      |

| RIGHT OF WAY TABLE |             |        |
|--------------------|-------------|--------|
| R/W                | SQUARE FEET | ACRES  |
| R/W                | 132226.00   | 3.0355 |

GREER RANCH  
SOUTH PARCEL 14  
BK. 671, PG. 24, M.C.R.

S. 1/4 CORNER,  
SEC. 19, T3N, R1W  
FND. BCH

GREER RANCH  
SOUTH PARCEL 14  
BK. 671, PG. 24, M.C.R.

E. 1/4 CORNER,  
SEC. 19, T3N, R1W  
FND. BCH

LEGEND

- = SECTION LINE
- = BOUNDARY
- = RIGHT OF WAY
- = EASEMENT AS NOTED
- = CENTERLINE
- = LOT LINE
- = FLOOD ZONE LIMITS
- = MATCH LINE
- = SET REBAR W/CAP LS 41282 PER MAG DTL. 120-1
- = BRASS CAP IN HANDHOLE
- = PK NAIL
- = ALUMINUM CAP FLUSH
- = BCF TO BE SET AT COMPLETION OF CONSTRUCTION
- = POINT OF BEGINNING
- = POINT OF COMMENCING
- = LOTS 15 THROUGH 20 ARE LIMITED TO SINGLE STORY STRUCTURES.

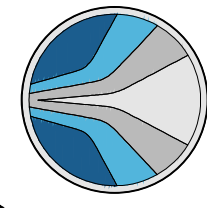


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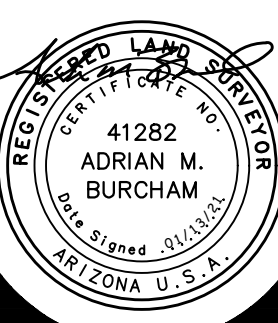


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Sht. 2 of 4

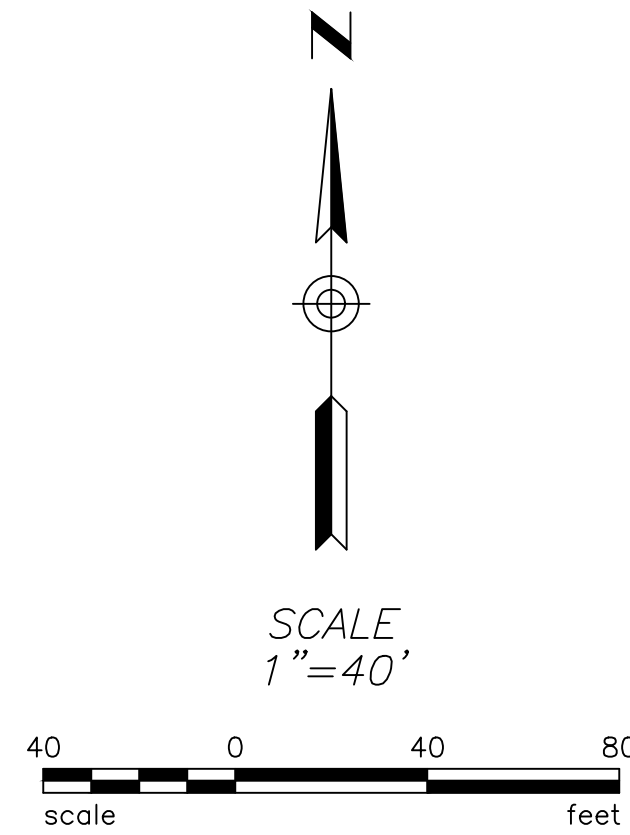
CASE #FS20-108





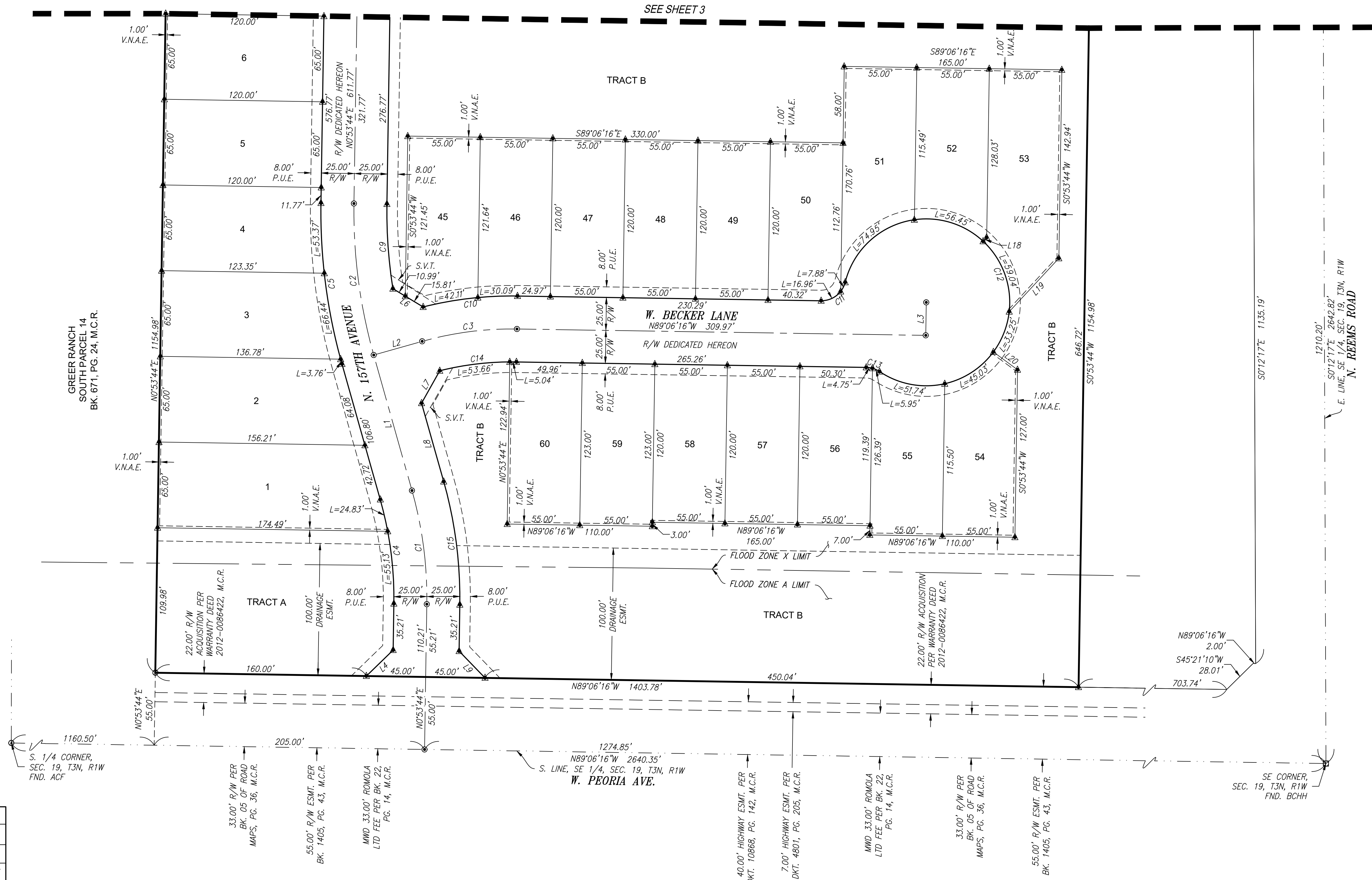


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| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE #     | BEARING     | LENGTH  |
| L1         | N15°45'50"W | 106.80' |
| L2         | S74°14'10"W | 38.18'  |
| L3         | S0°53'44"W  | 25.00'  |
| L4         | S45°53'44"W | 28.28'  |
| L5         | N45°53'44"E | 28.28'  |
| L6         | N58°48'07"W | 26.80'  |
| L7         | N29°14'10"E | 28.14'  |
| L8         | N15°45'50"W | 61.80'  |
| L9         | N44°06'16"W | 28.28'  |
| L10        | N44°06'16"W | 28.28'  |
| L11        | N45°53'44"E | 28.28'  |
| L12        | S44°06'16"E | 28.28'  |
| L13        | S45°53'44"W | 28.28'  |
| L14        | S33°03'16"E | 44.06'  |
| L15        | S35°53'15"W | 13.24'  |
| L16        | N54°17'57"E | 13.10'  |
| L17        | N42°20'56"W | 30.92'  |
| L18        | S42°54'08"W | 3.94'   |
| L19        | S42°54'08"W | 55.27'  |
| L20        | S53°33'48"E | 22.72'  |

| CURVE TABLE |            |         |         |                     |
|-------------|------------|---------|---------|---------------------|
| CURVE #     | DELTA      | RADIUS  | LENGTH  | CHORD               |
| C1          | 16°39'34"  | 300.00' | 87.23'  | N07°26'03"W 86.92'  |
| C2          | 16°39'34"  | 400.00' | 116.30' | N07°26'03"W 115.90' |
| C3          | 16°39'34"  | 250.00' | 72.69'  | S82°33'57"W 72.43'  |
| C4          | 16°39'34"  | 275.00' | 79.96'  | S07°26'03"E 79.68'  |
| C5          | 16°39'34"  | 425.00' | 123.57' | S07°26'03"E 123.14' |
| C6          | 90°00'00"  | 60.00'  | 94.25'  | S45°53'44"W 84.85'  |
| C7          | 90°00'00"  | 60.00'  | 94.25'  | N44°06'16"W 84.85'  |
| C8          | 90°00'00"  | 60.00'  | 94.25'  | N45°53'44"E 84.85'  |
| C9          | 9°50'52"   | 375.00' | 64.45'  | N04°01'42"W 64.37'  |
| C10         | 15°02'35"  | 275.00' | 72.20'  | S83°22'26"W 71.99'  |
| C11         | 76°55'44"  | 18.50'  | 24.84'  | S52°25'52"W 23.02'  |
| C12         | 290°03'41" | 63.30'  | 320.46' | N21°00'10"W 72.56'  |
| C13         | 33°07'57"  | 18.50'  | 10.70'  | S72°32'18"E 10.55'  |
| C14         | 14°56'53"  | 225.00' | 58.70'  | N83°25'17"E 58.53'  |
| C15         | 16°39'34"  | 325.00' | 94.50'  | N07°26'03"W 94.17'  |



| LEGEND |                              |                                                                |
|--------|------------------------------|----------------------------------------------------------------|
| --- -- | = SECTION LINE               | ▲ = SET REBAR W/CAP LS 41282 PER MAG DTL. 120-1                |
| ---    | = PLAT BOUNDARY              | Ⓐ = ALUMINUM CAP FLUSH                                         |
| ---    | = RIGHT OF WAY               | Ⓢ = BRASS CAP IN HANDHOLE                                      |
| ---    | = EASEMENT AS NOTED          | Ⓢ = BCF TO BE SET AT COMPLETION OF CONSTRUCTION                |
| ---    | = EXISTING EASEMENT AS NOTED | APN = ASSESSORS PARCEL NUMBER                                  |
| ---    | = CENTERLINE                 | ACF = ALUMINUM CAP FLUSH                                       |
| ---    | = LOT LINE                   | BCHH = BRASS CAP IN HANDHOLE                                   |
| ---    | = FLOOD ZONE LIMITS          | BK. PG. = BOOK PAGE                                            |
| ---    | = MATCH LINE                 | DKT. PG. = DOCKET PAGE                                         |
|        |                              | DOC. = DOCUMENT                                                |
|        |                              | ESMT. = EASEMENT                                               |
|        |                              | FND. = FOUND                                                   |
|        |                              | M.C.R. = MARICOPA COUNTY RECORDER                              |
|        |                              | P.U.E. = PUBLIC UTILITY EASEMENT                               |
|        |                              | R/W = RIGHT-OF-WAY                                             |
|        |                              | S.V.T. = 30'x30' SIGHT VISIBILITY TRIANGLE                     |
|        |                              | V.N.A.E. = VEHICLE NON ACCESS EASEMENT                         |
|        |                              | * = LOTS 15 THROUGH 20 ARE LIMITED TO SINGLE STORY STRUCTURES. |

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STONEFIELD

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Project No.  
19102

Project Manager  
ADRIAN BURCHAM

Date  
01/13/21

Project Eng.

Shet 4 of 4

CASE #FS20-108



OWNER/DEVELOPER CIVIL ENGINEER LANDSCAPE ARCHITECT

PRINCE LAND DEVELOPMENT, LLC  
STONEFIELD LLC  
7360 N. 19TH STREET  
SUITE 300  
PHOENIX, ARIZONA 85020  
PHONE: (602) 944-8800  
FAX: (602) 944-8803  
CONTACT: TERRY CUNEO

KIMLEY-HORN AND ASSOCIATES, INC.  
7360 N. 19TH STREET  
SUITE 300  
PHOENIX, ARIZONA 85020  
PHONE: (602) 944-8800  
FAX: (602) 944-8803  
CONTACT: ANDREW JUNE, PE

LAND SURVEYOR LAND PLANNER

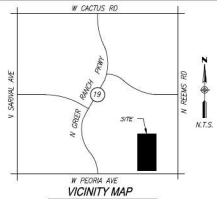
HUBBARD ENGINEERING  
101 S. ALAN AVENUE, SUITE 10000  
PHOENIX, AZ 85020  
PHONE: (602) 944-8800  
FAX: (602) 944-8803  
CONTACT: ADRIAN BURCH, PLS

DESIGN PLANNING  
101 S. ALAN AVENUE  
SUITE 10000  
PHOENIX, AZ 85020  
PHONE: (602) 944-8800  
FAX: (602) 944-8803  
CONTACT: MARK RESIDE

# LANDSCAPE AND IRRIGATION PLANS FOR STONEFIELD SUBDIVISION

A PORTION OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 1 WEST  
SURPRISE, ARIZONA

ZONING INFORMATION  
CURRENT ZONING  
R1-100



## GENERAL LANDSCAPE NOTES

- ALL WORK SHALL BE CONFINED TO LIMITS OF CONSTRUCTION AS SHOWN ON PLANS.
- SITE GRADING NECESSITATED BY THE WORK AS IT PROGRESSES AND NOT SPECIFICALLY CALLED OUT ON THE PLANS SHALL BE CONSIDERED INCIDENTAL WORK.
- CONTRACTOR SHALL COORDINATE AND BE IN COMPLIANCE WITH ALL STATE AND LOCAL MUNICIPALITIES AS WARRANTED.
- CONTRACTOR IS TO REVIEW PLANS, VERIFY SITE CONDITIONS AND PLANT QUANTITIES PRIOR TO INSTALLATION. ANY DISCREPANCIES FOUND BETWEEN THE DRAWINGS AND SPECIFICATIONS AND EXISTING SITE CONDITIONS OR AMBIGUITIES IN DRAWINGS OR SPECIFICATIONS SHALL BE IMMEDIATELY REPORTED TO THE LANDSCAPE ARCHITECT. IN WRITING WHO SHALL PROMPTLY ADDRESS SUCH DISCREPANCIES OR AMBIGUITIES. WORK DONE BY THE CONTRACTOR AFTER THE DISCOVERY OF SUCH DISCREPANCIES, INCONSISTENCIES, OR AMBIGUITIES SHALL BE DONE AT THE CONTRACTOR'S RISK.
- DEVIATION FROM THESE PLANS AND NOTES WITHOUT THE PRIOR CONSENT OF THE OWNER, OR THE LANDSCAPE ARCHITECT, SHALL BE AT THE CONTRACTOR'S RISK AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE PROPERTY OR TO THE WORK.
- THE CONTRACTOR ACKNOWLEDGES & AGREES THAT THE WORK IS ENTIRELY AT HIS RISK UNTIL SITE IS ACCEPTED, AND HE WILL BE HELD RESPONSIBLE FOR ITS SAFETY BY THE OWNER.
- THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE DAMAGE OR LOSS OF ANY REFERENCE POINTS AND MARKERS DURING THE CONSTRUCTION OF HIS WORK, AND SHALL BEAR THE COST OF REPLACING SAME.
- THE CONTRACTOR IS RESPONSIBLE FOR HORIZONTALLY AND VERTICALLY LOCATING AND PROTECTING ALL PUBLIC AND PRIVATE UTILITIES WHICH ARE IN OR ADJACENT TO THE CONSTRUCTION SITE AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION, GRADING, OR CONSTRUCTION ACTIVITY.
- THE CONTRACTOR SHALL SALVAGE AND PROTECT ALL EXISTING POWER POLES, SIGNS, MANHOLES, TELEPHONE RIGGERS, WATER VALVES, ETC., DURING ALL CONSTRUCTION PHASES UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL REPAIR AT HIS OWN EXPENSE ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
- ANY FOREIGN ITEM FOUND DURING CONSTRUCTION IS THE PROPERTY OF THE OWNER. THIS INCLUDES, BUT IS NOT LIMITED TO, PRECIOUS METALS, CORAL, PAPER, CURRENCY, ARTIFACTS AND ANTIQUITIES.
- ALL SURPLUS EXCAVATION SHALL BE TAKEN TO A SITE DESIGNATED BY OWNER, AT NO ADDITIONAL COST TO THE OWNER. IF OWNER CHOOSES, THE CONTRACTOR MAY TAKE POSSESSION OF SURPLUS EXCAVATION MATERIAL.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND/OR OBTAINING ALL REQUIRED PERMITS AND APPROVALS PRIOR TO COMMENCING CONSTRUCTION.
- CONTRACTOR IS TO MAINTAIN CONTROLLED FOOTPATH AND ADA ACCESS THROUGH ALL AREAS OF THE SITE THROUGHOUT CONSTRUCTION PERIOD.
- MAINTAIN THE SITE IN A NEAT AND ORDERLY CONDITION AT ALL TIMES, DAILY, AND MORE OFTEN IF NECESSARY. INSPECT & PICK UP ALL SOILING, DEBRIS, & WASTE MATERIAL.
- IF IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE ALL MUD, DIRT, ROCK, MULCH AND OTHER MATERIALS TRACKED ONTO ANY PRIVATE OR PUBLIC STREETS OR SIDEWALKS, THE CONTRACTOR MUST MAINTAIN THE LATEST STANDARDS SET FORTH BY THE ARIZONA NURSERY ASSOCIATION AND THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
- PROVIDE PROTECTION TO ALL FINISHED WORK. MAINTAIN SURFACES CLEAN, UNHARMED, AND SUITABLY PROTECTED UNTIL ACCEPTANCE BY OWNER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE RESULTING FROM CONSTRUCTION ACTIVITY TO EXISTING ELEMENTS THAT THEY TO REMAIN.
- EROSION CONTROL MEASURES (E: & S: FENCING AND SEDIMENT CONTROL) SHALL BE MAINTAINED BY THE CONTRACTOR PER CIVIL SPECIFICATIONS. ANY EROSION CONTROL MEASURES DAMAGED BY THE CONTRACTOR SHALL BE REPLACED PER CIVIL SPECIFICATIONS.
- PLANT QUANTITIES LISTED IN THE PLANT LEGEND ARE FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL DO THEIR OWN TAKE-OFFS AND BASE BID ACCORDINGLY.
- ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL BRANCHED, AND DENSELY FOLIATED (WHEN RELEVANT) AS IS TYPICAL FOR THE SPECIES. THEY SHALL HAVE HEALTHY, WELL DEVELOPED ROOTS AND FREE OF ANY BRUISES, CUTS OR OTHER ABNORMALITIES. PLANT MATERIAL SHALL BE SIZED IN ACCORDANCE WITH THE LATEST STANDARDS SET FORTH BY THE ARIZONA NURSERY ASSOCIATION AND THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
- OWNERS REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL DEEMED UNACCEPTABLE.
- LANDSCAPE CONTRACTOR TO TAG AND HOLD ALL PLANT MATERIAL A MINIMUM OF 30 DAYS PRIOR TO DATE OF INSTALLATION. ALL PLANT MATERIAL SUBSTITUTIONS MADE WITHIN THE 30 DAYS PRIOR TO INSTALLATION TO BE THE NEXT SIZE LARGER AT NO ADDITIONAL COST TO THE CLIENT.
- ALL TREE LOCATIONS TO BE STAKED AND APPROVED BY THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION.
- INSTALL ALL CANNOPY TREES WITH A MINIMUM OF 5 FT. SEPARATION FROM ALL UTILITIES, UNLESS A ROOT BARRIER IS UTILIZED.
- THE LANDSCAPE CONTRACTOR SHALL MAINTAIN PLANTED AREAS BY MEANS OF CONTINUOUS WATERING, PRUNING, AND/OR TRIMMING. TREE ROOT WALLS SHALL SETTLE BELOW GRADE. APPLICATION OF SPRAYS WHICH ARE NECESSARY TO KEEP THE PLANTING FREE OF INSECTS AND DISEASES, FERTILIZING, WEEDING, MOVING, EDGING AND/OR OTHER OPERATIONS NECESSARY FOR PROPER CARE AND UNLESS NOTED OTHERWISE.
- ROCK MULCH ALL AREAS LABELED ROCK MULCH ON THE PLANS ARE TO BE APPROVED BY OWNER. 2" MINIMUM 1/4" TO 1/2" THICKNESS. 1" FRESH GRADE IN ALL AREAS TO BE 3000/LB AND EVEN AND 1" BELOW TOP OF CURB OR SIDEWALK.
- AREAS TO RECEIVE ROCK MULCH SHALL BE SPRAYED AT LEAST ONCE WITH A CONTACT HERBICIDE PRIOR TO PLANTING OPERATIONS IMMEDIATELY PRIOR TO PLACEMENT OF ROCK MULCH. CONTRACTOR TO APPLY PRE-EMERGENT PER MANUFACTURER RECOMMENDATIONS.
- ROCK MULCH SHALL EXTEND UNDER TREES AND SHRUBS.
- CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN THE ENTIRE PROJECT FOR 90 DAYS AFTER ACCEPTANCE OF THE WORK BY THE OWNERS REPRESENTATIVE. UPON COMPLETION OF THE MAINTENANCE PERIOD THE OWNER WILL ASSUME ALL MAINTENANCE RESPONSIBILITY.
- PRIOR TO INITIATING THE 90-DAY MAINTENANCE PERIOD, COMPLETE ANY INITIAL PUNCH LIST ITEMS. THEN OBTAIN APPROVAL FROM OWNERS REPRESENTATIVE OF SUBSTANTIAL COMPLETION. DETERMINE WITH THE OWNERS REPRESENTATIVE THE START DATE FOR THE 90-DAY MAINTENANCE PERIOD. CONTRACTOR TO MAINTAIN LANDSCAPE WHICH MAY INCLUDE WATERING, WEEDING, PRUNING, AND REPLACEMENT OF ANY MATERIAL THAT HAS BEEN DETERMINED TO BE DEFECTIVE. (SEE P. 15 FOR PUNCH LIST) 1" FRESH GRADE IN ALL AREAS TO BE 3000/LB AND EVEN AND 1" BELOW TOP OF CURB OR SIDEWALK.
- ALL GENERAL CONDITIONS, SUPPLEMENTARY GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS OF THE PLANT SHALL APPLY.



## LANDSCAPE REQUIREMENTS

| REQUIREMENT                     | REQUIRED             | PROVIDED                                |
|---------------------------------|----------------------|-----------------------------------------|
| STREETSCAPE (W/ PEDALIA) 642 LF | 52 TREES TOTAL       | 52 TREES                                |
| • 2 TREES PER 25 LF (24" BOX)   | 13 TREES (24" BOX)   | 13 TREES                                |
| • 2 TREES PER 25 LF (24" BOX)   | 13 TREES (24" BOX)   | 13 TREES                                |
| • 6 SHRUBS PER 25 LF            | 154 SHRUBS           | 156 SHRUBS                              |
| LOCAL FRONTAGE                  |                      |                                         |
| • 50' LOT - 2 TREES (24" BOX)   | 60 LOTS = 120 TREES  | 120 TREES (SITV AND LIGHTING CONFLICTS) |
| • 2 TREES PER 25 LF             | 20 TREES             | 360 SHRUBS                              |
| • 6 SHRUBS (5 GAL.)             | 4,930 LF = 197 TREES | 176 TREES (SITV AND LIGHTING CONFLICTS) |
| • 1 TREE / 4 SHRUBS PER 25 LF   | 1 TREE               | 785 SHRUBS                              |
| SIDE YARD TRACTS 707 LF         |                      |                                         |
| • 1 TREE PER 95 LF              | 20 TREES             | 30 TREES                                |
| • 2.5 SHRUBS PER 20 LF          | 89 SHRUBS            | 147 SHRUBS                              |
| OPEN SPACE 113,787 SF           |                      |                                         |
| • 50% LIVE COVERAGE             | 56,893 SF TOTAL      | 227 TREES                               |
| • 1 TREE PER 500 SF             | 113,787 SF           | 1,396                                   |
| • 6 SHRUBS PER 500 SF           | 1,365 SHRUBS         |                                         |

## WATER USE CALCULATIONS

| TURF AREA | DSI / XERISCAPE ADCA | TURF PEAK SEASON DEMAND | DSI LANDSCAPE PEAK SEASON DEMAND | TOTAL PEAK SEASON DEMAND |
|-----------|----------------------|-------------------------|----------------------------------|--------------------------|
| SF        | SF                   | GPM                     | GPM                              | GPM                      |
| 3,395     | 23,280               | 220                     | 3,520                            | 117,728                  |
|           |                      |                         |                                  | 332                      |
|           |                      |                         |                                  | 21,248                   |

ANNUAL TOTAL DEMAND (PEAK + OFF-PEAK IN GALLONS)

2,205,975

## PLANTING LEGEND

| TREES | BOTANICAL NAME / COMMON NAME                            | SIZE                    | QTY |
|-------|---------------------------------------------------------|-------------------------|-----|
| 1     | Acacia salicina / Willow Acacia                         | 14" Box, 1" Cal. Min.   | 140 |
| 2     | Acacia salicina / Willow Acacia                         | 36" Box, 1.5" Cal. Min. | 16  |
| 3     | Acacia salicina / Willow Acacia                         | 24" Box, 1" Cal. Min.   | 21  |
| 4     | Cercidion praecox / Palo Verde                          | 24" Box, 1.5" Cal. Min. | 42  |
| 5     | Prosopis juliflora / Thornless Mesquite                 | 36" Box, 1.5" Cal. Min. | 30  |
| 6     | Quercus virginiana / Live Oak                           | 36" Box, 1" Cal. Min.   | 6   |
| 7     | Quercus virginiana / Live Oak                           | 24" Box, 1.5" Cal. Min. | 92  |
| 8     | Vitis aestivalis / Montrose Purple / Monk's Pepper Tree | 24" Box, Multitrunk     | 9   |

## SHRUBS

| BOTANICAL NAME / COMMON NAME                             | SIZE   | QTY |
|----------------------------------------------------------|--------|-----|
| Bougainvillea 'Torch Glow' / Torch Glow Bougainvillea    | 5 Gal. | 94  |
| Casipoula pulcherrima / Red Bird of Paradise             | 5 Gal. | 112 |
| Hamelia patens / Fire Bush                               | 5 Gal. | 50  |
| Leucophyllum frutescens 'Green Cloud' / Green Cloud Sage | 5 Gal. | 134 |
| Leucophyllum langianum / Rio Bravo Sage                  | 5 Gal. | 329 |
| Senna coccinea / Desert Senna                            | 5 Gal. | 117 |
| Tecoma stans 'Gold Star' / Yellow Bells                  | 5 Gal. | 82  |

## ACCENTS

| BOTANICAL NAME / COMMON NAME                                  | SIZE   | QTY |
|---------------------------------------------------------------|--------|-----|
| Agave schottlandii / Palmier Agave                            | 5 Gal. | 36  |
| Bouteloua gracilis 'Blonde Ambition' / Blonde Ambition Grass  | 5 Gal. | 40  |
| Dasylirion wheeleri / Desert Spoon                            | 5 Gal. | 61  |
| Hesperaloe parviflora / Giant Hesperaloe                      | 5 Gal. | 99  |
| Hesperaloe parviflora 'Brake Lights' / Brake Lights Red Yucca | 5 Gal. | 509 |
| Muhlenbergia capillaris 'Regal Mist' / Regal Mist             | 5 Gal. | 26  |
| Muhlenbergia capillaris 'Regal Mist' / Regal Mist             | 5 Gal. | 26  |

## GROUNDCOVERS

| BOTANICAL NAME / COMMON NAME                    | SIZE   | QTY |
|-------------------------------------------------|--------|-----|
| Convolvulus cneorum / Bush Morning Glory        | 1 Gal. | 250 |
| Lantana camara 'New Gold' / New Gold Lantana    | 1 Gal. | 369 |
| Lantana montevidensis / Purple Trailing Lantana | 1 Gal. | 62  |

## MATERIALS

| DESCRIPTION                                 | QTY       |
|---------------------------------------------|-----------|
| Decomposed Granite (All Planting Areas)     | 22,800 SY |
| 3/4" Screened, Express Armor, 2" Depth Min. |           |
| Turf, Hybrid Bermuda                        | 3,400 SY  |
| Bermuda Tifway 419 Sod                      |           |
| Concrete Header Curb                        |           |
| Medium Brown Finish                         | 700 LF    |

## NOTES

- ALL TREES INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY SHALL HAVE THEIR MAIN LEADERS INTACT.
- ALL TREES PLACED WITHIN THREE (3) FEET OF ANY SIDEWALK, CURB, PAVEMENT, OR WALL WILL HAVE A ROOT BARRIER PER CITY OF SURPRISE ENGINEERING DEVELOPMENT STANDARD (EOD) DETAIL 8-14.
- TREES WITHIN SIGHT VISIBILITY TRIANGLES OR WITHIN SIGHT DISTANCE AREAS SHALL BE MAINTAINED CLEAR UP TO 30 INCHES.
- NO SHRUBS, ACCENTS, OR GROUNDCOVER WITHIN SIGHT DISTANCE TRIANGLES AND SIGHT DISTANCE AREAS SHALL EXCEED 30 INCHES IN HEIGHT.
- SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND COLLECTORS WILL ADHERE TO SURPRISE DETAIL 8-40. SIGHT DISTANCE WITHIN THE UNSTRUCTURED VIEW EASEMENT AREA AND IN FRONT OF STOP SIGNS MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 8-41 AND 8-42.
- ALL LANDSCAPINGS SHALL BE LOCATED A MINIMUM OF FIVE FEET FROM ANY FIRE HYDRANT, WATER METER, OR VALVE.
- ALL PLANT SUBSTITUTIONS MUST BE APPROVED BY THE CITY OF SURPRISE.

## AMENITIES

- TOT LOT
- SHADE COVERED PLAY STRUCTURE
- BRINK SET
- TRASH RECEPTACLE
- RAMADA (EACH WITH) PING PONG TABLE
- BBQ GRILL
- TRASH RECEPTACLE
- HALF-BATH (EACH COX)

## IRRIGATION LEGEND

| EQUIPMENT | MANUFACTURER / DESCRIPTION                                                                                                                                                                                            | QTY |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 1         | Rain Bird ESP12-LIMEF with ESP12MM12 12-Station Expansion Module, 24-Station, Flow Sensing Outdoor Mount Controller in Stainless Steel Locking Enclosure, Coordinate Final Location with Owner; See Electrical Sheets | 1   |
| 2         | Water Meter - 1" Service                                                                                                                                                                                              | 1   |
| 3         | Backflow Preventer - 1" FERCO 825VA or Approved Equal                                                                                                                                                                 | 1   |
| 4         | Rain Bird 150 EFP-CP 1 1/2" Master Valve, Normally Closed, with Rain Bird PPS-D Pressure Regulating Module                                                                                                            | 1   |
| 5         | Rain Bird F5150B 1 1/2" Brass Flow Sensor                                                                                                                                                                             | 1   |
| 6         | Gate Valve                                                                                                                                                                                                            | 3   |
| 7         | Rain Bird K12-150-PB-COM Drip Control Valve Kit with 1 1/2" Ball Valve and Pressure Regulating Basket Filter                                                                                                          | 8   |
| 8         | Rain Bird K12-100-PB-COM Drip Control Valve Kit with 1" Ball Valve and Pressure Regulating Basket Filter                                                                                                              | 2   |
| 9         | Rain Bird 150-PEB-PPS-D, 1 1/2" Electric Remote Control Spray Valve with Pressure Regulating Module                                                                                                                   | 9   |
| 10        | Rain Bird Rotor 5000-MPR-25 (25' radius) Rotor Nozzle on 5006 PPS Series 6" pop-up rotor body (Avoid Spray on Posts and Overspans)                                                                                    | 22  |
| 11        | Rain Bird Rotor 5000-MPR-30 (30' radius) Rotor Nozzle on 5006 PPS Series 6" pop-up rotor body (Avoid Spray on Posts and Overspans)                                                                                    | 30  |
| 12        | Rain Bird Rotor 5000-MPR-35 (35' radius) Rotor Nozzle on 5006 PPS Series 6" pop-up rotor body (Avoid Spray on Posts and Overspans)                                                                                    | 5   |
| 13        | Flush End Cap                                                                                                                                                                                                         | 108 |
| 14        | Rain Bird RBT-20-6 (1 per tree, 6 ports open)                                                                                                                                                                         | 375 |
| 15        | Rain Bird RBT-20-6 / RBT-OS-6 (1 per shrub, 3 ports open max)                                                                                                                                                         | 485 |

## PIPE SCHEDULE

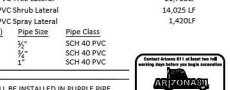
| SYMBOL | SIZE / DESCRIPTION          | QTY        |
|--------|-----------------------------|------------|
| 1      | 2" SCH 40 PVC Mainline      | 2,395 LF   |
| 2      | 1" SCH 40 PVC Tree Lateral  | 11,700 LF  |
| 3      | 1" SCH 40 PVC Shrub Lateral | 14,025 LF  |
| 4      | 1" SCH 40 PVC Spray Lateral | 1,420 LF   |
| 5      | Flow (GPM) Pipe Size        |            |
| 6      | 0-5.0 1/2"                  | SCH 40 PVC |
| 7      | 5.1-10 3/4"                 | SCH 40 PVC |
| 8      | 10.1-15 1"                  | SCH 40 PVC |

## NOTES

- ALL IRRIGATION PIPING SHALL BE INSTALLED IN PURPLE PIPE. SURPRISE DEVELOPMENT STANDARD 8-20.

## SHEET INDEX

| SHEET | SHEET TITLE              |
|-------|--------------------------|
| 01    | LANDSCAPE COVER          |
| 02-03 | LANDSCAPE PLAN           |
| 04    | LANDSCAPE DETAILS        |
| 05    | AMENITY AREA ENLARGEMENT |
| 06    | TOT LOT ENLARGEMENT      |
| 07-08 | HARDSCAPE DETAILS        |
| 09    | WALL LAYOUT              |
| 10    | GENERAL STRUCTURAL NOTES |
| 11    | WALL DETAILS             |
| 12    | MONUMENT SIGN DETAILS    |
| 13-14 | IRRIGATION PLAN          |
| 15    | IRRIGATION DETAILS       |



## STONEFIELD LANDSCAPE COVER

SURPRISE, ARIZONA

**Kimley-Horn**

PROJECT NO. 15-0000000000

DATE: 1/9/2020

SCALE: (H) 1/4" = 1'-0"

SCALE: (S) 1/4" = 1'-0"

CHECKED: [Signature]

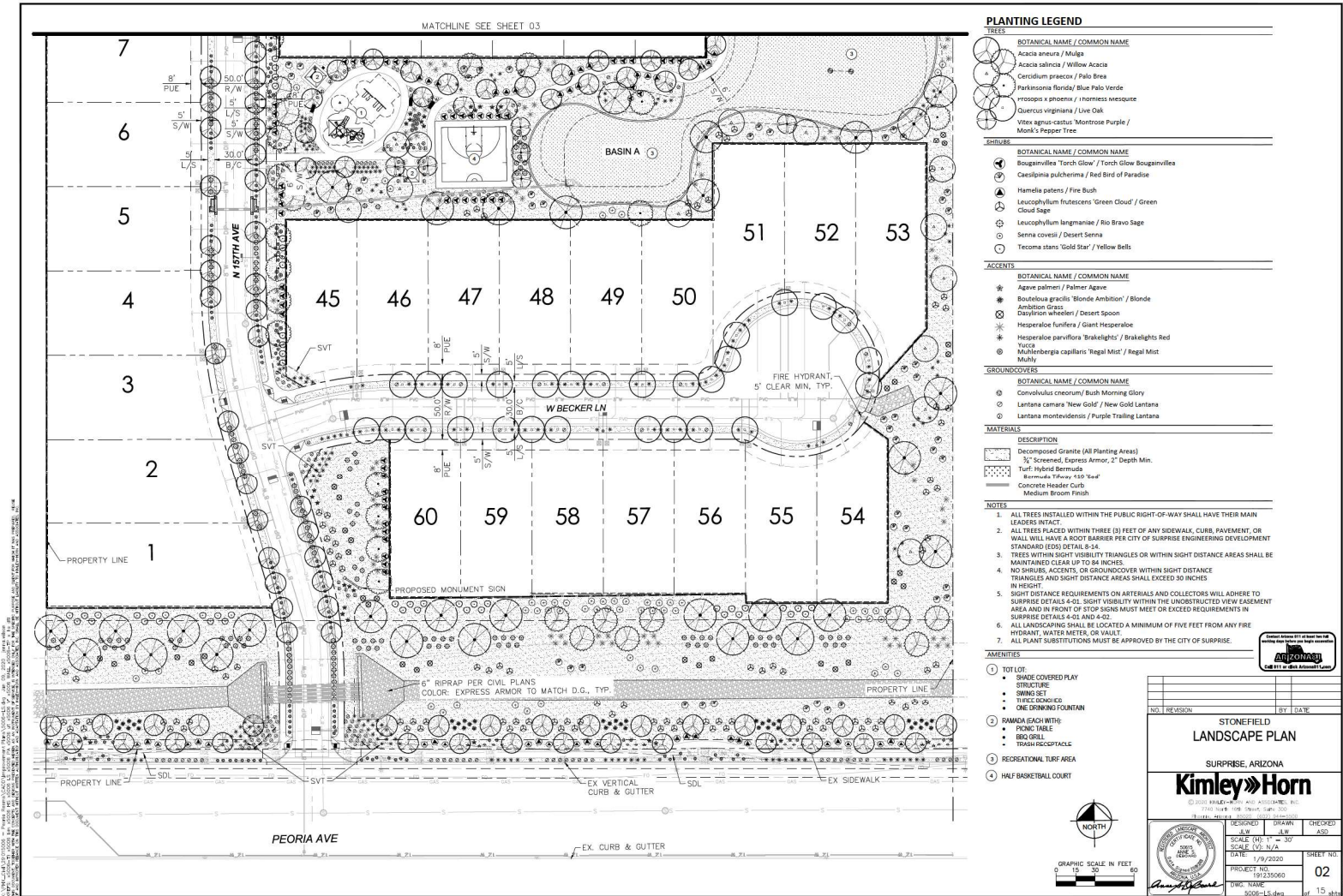
DATE: 1/9/2020

PROJECT NO. 15-0000000000

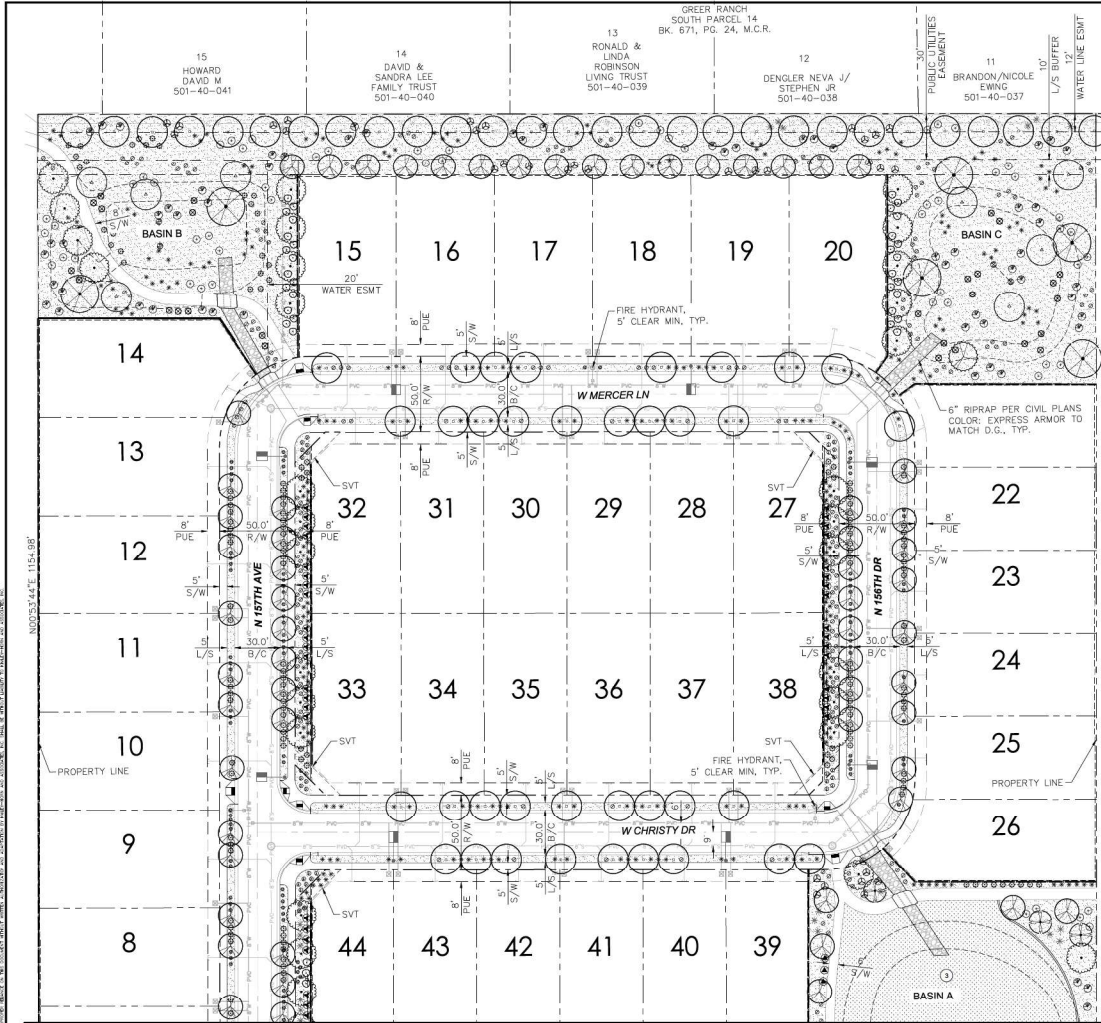
DWG. NAME: 15-0000000000

SHEET NO. 01

OF 15







| PLANTING LEGEND                                           |  |
|-----------------------------------------------------------|--|
| TREES                                                     |  |
| BOTANICAL NAME / COMMON NAME                              |  |
| Acacia aneura / Mulga                                     |  |
| Acacia salicina / Willow Acacia                           |  |
| Cercidium praecox / Palo Verde                            |  |
| Franklinia florida / Blue Palo Verde                      |  |
| Prosopis juliflora / Silky Mesquite                       |  |
| Quercus virginiana / Live Oak                             |  |
| Vitex agnus-castus / Montrose Purple / Monk's Pepper Tree |  |

| SHRUBS                                                   |  |
|----------------------------------------------------------|--|
| BOTANICAL NAME / COMMON NAME                             |  |
| Bougainvillea 'Torch Glow' / Torch Glow Bougainvillea    |  |
| Casipalm pulcherrima / Red Bird of Paradise              |  |
| Hamelia patens / Fire Bush                               |  |
| Leucophyllum frutescens 'Green Cloud' / Green Cloud Sage |  |
| Leucophyllum langmaniae / Rio Bravo Sage                 |  |
| Senna covesii / Desert Senna                             |  |
| Tecoma stans 'Gold Star' / Yellow Bells                  |  |

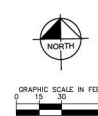
| ACCENTS                                                      |  |
|--------------------------------------------------------------|--|
| BOTANICAL NAME / COMMON NAME                                 |  |
| Agave palmieri / Palmer Agave                                |  |
| Bouteloua gracilis 'Blonde Ambition' / Blonde Ambition Grass |  |
| Dasyliroa wheeleri / Desert Spoon                            |  |
| Hesperaloe parviflora / Giant Hesperaloe                     |  |
| Hesperaloe parviflora 'Brake Lights' / Brake Lights Red      |  |
| Yucca                                                        |  |
| Muhlenbergia capillaris 'Regal Mist' / Regal Mist            |  |

| GROUNDCOVERS                                    |  |
|-------------------------------------------------|--|
| BOTANICAL NAME / COMMON NAME                    |  |
| Convolvulus creosotum / Bush Morning Glory      |  |
| Lantana camara 'New Gold' / New Gold Lantana    |  |
| Lantana montevidensis / Purple Trailing Lantana |  |

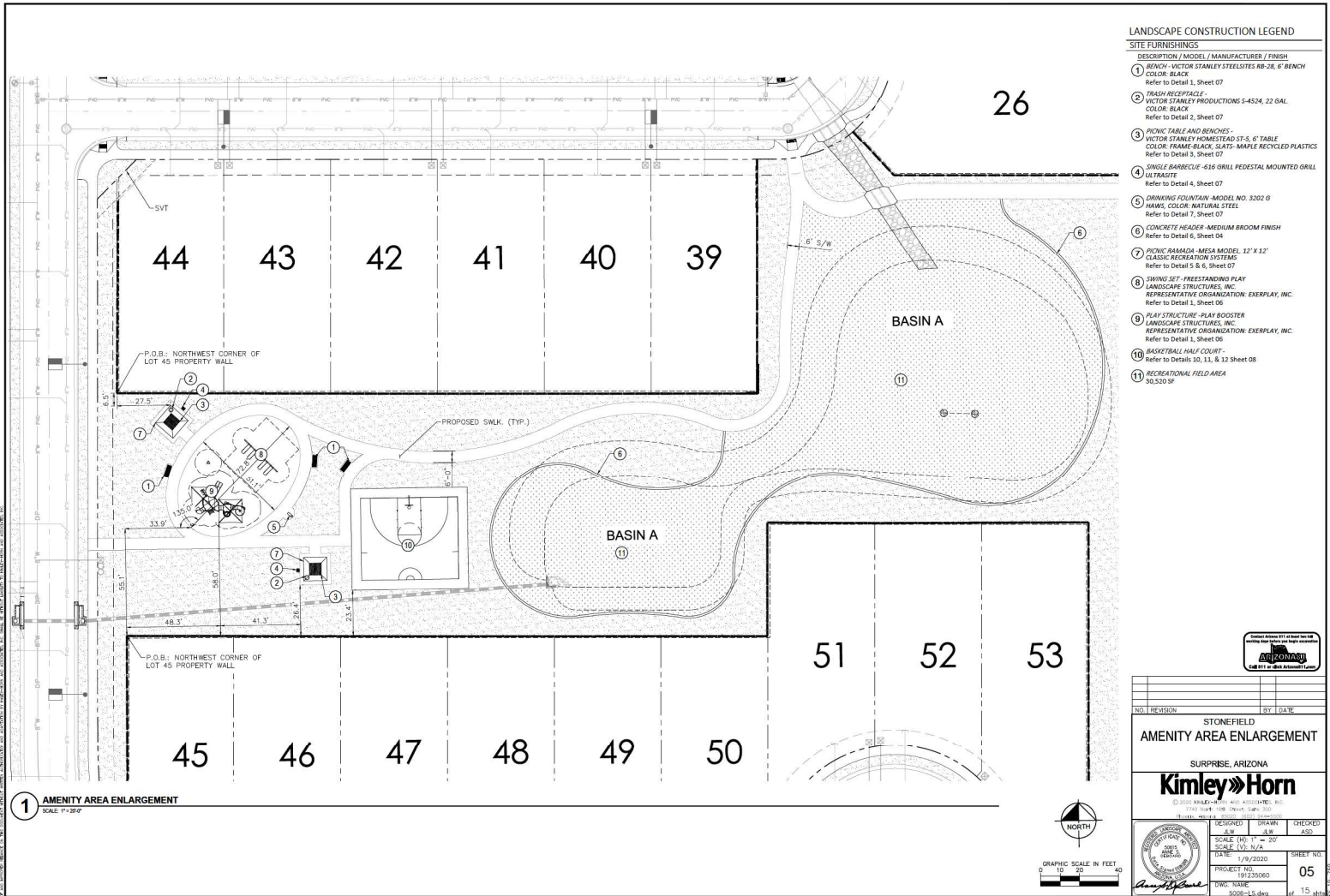
| MATERIALS                                   |  |
|---------------------------------------------|--|
| DESCRIPTION                                 |  |
| Decomposed Granite (All Planting Areas)     |  |
| 3/4" Screened, Express Armor, 2" Depth Min. |  |
| Turf, Hybrid Bermuda                        |  |
| Bermuda Turfway 150 Turf                    |  |
| Concrete Header Curbs                       |  |
| Medium Broom Finish                         |  |

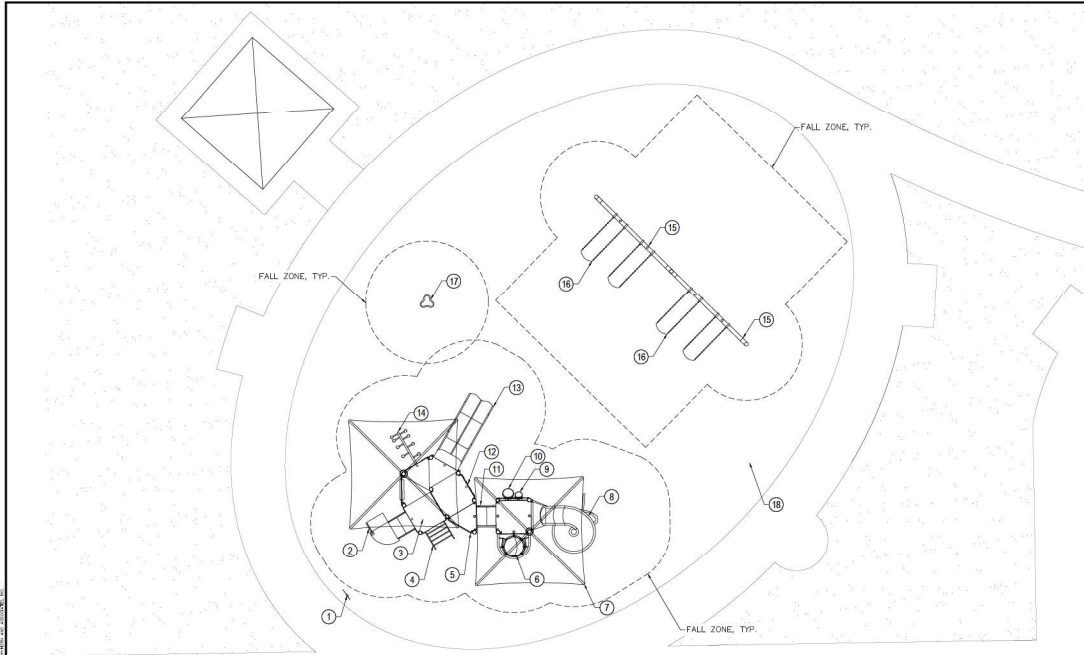
- NOTES**
- ALL TREES INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY SHALL HAVE THEIR MAIN LEADERS INTACT.
  - ALL TREES PLACED WITHIN THREE (3) FEET OF ANY SIDEWALK, CURB, PAVEMENT, OR WALL WILL HAVE A ROOT BARRIER PER CITY OF SURPRISE ENGINEERING DEVELOPMENT STANDARD (EDS) DETAIL 8-34.
  - TREES WITHIN SIGHT VISIBILITY TRIANGLES OR WITHIN SIGHT DISTANCE AREAS SHALL BE MAINTAINED CLEAR UP TO 84 INCHES.
  - NO SHRUBS, ACCENTS, OR GROUNDCOVER WITHIN SIGHT DISTANCE TRIANGLES AND SIGHT DISTANCE AREAS SHALL EXCEED 30 INCHES IN HEIGHT.
  - SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND COLLECTORS WILL ADHERE TO SURPRISE DETAILS 4-01, SIGHT VISIBILITY WITHIN THE UNOBSTRUCTED VIEW EASEMENT AREA AND IN FRONT OF STOP SIGNS MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND 4-02.
  - ALL LANDSCAPING SHALL BE LOCATED A MINIMUM OF FIVE FEET FROM ANY FIRE HYDRANT, WATER METER, OR VALVE.
  - ALL PLANT SUBSTITUTIONS MUST BE APPROVED BY THE CITY OF SURPRISE.

- AMENITIES**
- TOT LOT:
    - SHADE COVERED PLAY STRUCTURE
    - SWING SET
    - TIRE MONOLITH
    - ONE DRINKING FOUNTAIN
  - RAMADA (EACH WITH):
    - PONIC TABLE
    - BBO GRILL
    - TOWEL RECEPTACLE
  - RECREATIONAL TURF AREA
  - HALF BASKETBALL COURT



|                           |  |    |      |
|---------------------------|--|----|------|
| NO. REVISION              |  | BY | DATE |
| STONEFIELD LANDSCAPE PLAN |  |    |      |
| SURPRISE, ARIZONA         |  |    |      |
| <b>Kimley-Horn</b>        |  |    |      |
| DESIGNED: DATE: 1/9/2020  |  |    |      |
| DRAWN: DATE: 1/9/2020     |  |    |      |
| CHECKED: DATE: 1/9/2020   |  |    |      |
| PROJECT NO. 19125060      |  |    |      |
| DWG. NAME: 2006-15.dwg    |  |    |      |
| SHEET NO. 03              |  |    |      |





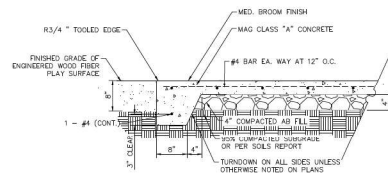
DESIGN STANDARD:  
 MANUFACTURER: LANDSCAPE STRUCTURES, INC.  
 REPRESENTATIVE ORGANIZATION: EXOPLAY, INC.  
 DESCRIPTION: PLAYBOOSTER SERIES  
 -OR EQUAL PER THIS DETAIL

(SHOP DRAWING REQUIRED)

**NOTICE**  
 DESCRIBED PRODUCTS BY MANUFACTURERS HAVE BEEN IDENTIFIED AS ACCEPTABLE FOR USE IN THE PROJECT. BASED ON APPROVED PRODUCT SUBMITTALS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED SHOP DRAWINGS, STRUCTURAL DETAILS, FOOTING DESIGN AND OTHER NECESSARY CALCULATIONS PREPARED BY AN ARIZONA STATE LICENSED ENGINEER FOR APPROVAL PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING APPLICATION, PAYING FOR, AND SECURING ANY REQUIRED PERMITS.

# EQUIPMENT SCHEDULE

| NUMBER | DESCRIPTION                                                   | NUMBER | DESCRIPTION                                                                                                                   |
|--------|---------------------------------------------------------------|--------|-------------------------------------------------------------------------------------------------------------------------------|
| 1      | 162503 - WELCOME SIGN (S.I. PROVIDED) 5-12 YEARS, DIRECT BURY | 11     | 152667 - DECK LINK WITH BARRIER (2 STEP)                                                                                      |
| 2      | 115911 - LEFT TURNOFF MODULE                                  | 12     | 145024 - VERTICAL ASCENT                                                                                                      |
| 3      | 116247 - 32" DECK DIFF. PERM. LADDER                          | 13     | 130390 - DOUBLE SWOOSH POLY SLIDE                                                                                             |
| 4      | 123384 - WIGGLE LADDER                                        | 14     | 176078 - LOLLIPOP CLIMBER                                                                                                     |
| 5      | 116047 - RAMP RAMPFR                                          | 15     | 177333 - SINGLE POST SWINGS, ADDITIONAL RAY TURNOUT RIBBY (CM Y 2)                                                            |
| 6      | 226029 - CHIMNEY CLIMBER, DIRECT BURY                         | 16     | 174618 - BELT SEAT WITH PROGUARD CHAINS, 8' BEAM HEIGHT (4)                                                                   |
| 7      | 154894 - COOLTOPPER SINGLE POST, DIRECT BURY                  | 17     | 152179 - SADDLE SPINNER, 10" SEAT HEIGHT                                                                                      |
| 8      | 222708 - WHOOHWHINDER                                         | 18     | ENGINEERED WOOD FIBER PLAY SURFACE, MEETING ASTM F1292 FOR SAFETY, ASTM F295 FOR PURITY, AND ASTM F1951 FOR WHEELCHAIR ACCESS |
| 9      | 146004 - BONGO RESONANCE PANEL (AT GRADE)                     |        |                                                                                                                               |
| 10     | 115243 - SOUND CHIME PANEL                                    |        |                                                                                                                               |



## 1 TOT LOT ENLARGEMENT

SCALE: 1/8" = 1'-0"

## 2 CONCRETE TURNDOWN

SCALE: 1/4" = 1'-0"

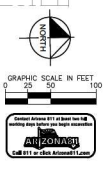


|                                                                                                                                                                                                                                                           |                           |                        |              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------------|--------------|
| NO. REVISION                                                                                                                                                                                                                                              |                           | BY DATE                |              |
| STONEFIELD<br>TOT LOT ENLARGEMENT<br>SURPRISE, ARIZONA<br><b>Kimley-Horn</b><br>(S) 2021 KIMLEY-HORN AND ASSOCIATES, P.C.<br>1740 N. 10TH AVE., SUITE 200<br>TULSA, OKLAHOMA 74103-1000<br>TEL: (918) 436-1000 FAX: (918) 436-1001<br>WWW.KIMLEY-HORN.COM |                           |                        |              |
|                                                                                                                                                                                                                                                           | DESIGNED                  | DRAWN                  | CHECKED      |
|                                                                                                                                                                                                                                                           | AW                        | AW                     | AW           |
| SCALE: HORIZ. 1/8" = 1'-0"                                                                                                                                                                                                                                | SCALE: VERT. 1/4" = 1'-0" | DATE: 1/9/2020         | SHEET NO. 06 |
| PROJECT NO. 19125060                                                                                                                                                                                                                                      |                           | DWG. NAME: 2006-15.dwg |              |
| PROJECTED: 1/9/2020                                                                                                                                                                                                                                       |                           | SHEET NO. 06           |              |



**WALL TYPE LEGEND**

| SYM | ID | WALL DESCRIPTION                                |
|-----|----|-------------------------------------------------|
| ①   |    | THEME WALL - SEE DETAIL 1 & 2, SHEET 11         |
| ②   |    | PARTIAL VIEW FENCE - SEE DETAIL 1 & 3, SHEET 11 |



|                                                                                                                                                                                                                                                                                             |                |           |                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------|-----------------------|
| NO. REVISION                                                                                                                                                                                                                                                                                |                | BY        | DATE                  |
| <p>STONEFIELD<br/>WALL LAYOUT</p> <p>SURPRISE, ARIZONA</p> <p><b>Kimley-Horn</b></p> <p>© 2000 KIMLEY-HORN AND ASSOCIATES, INC.<br/>THIS DRAWING IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC.<br/>IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON.</p> |                |           |                       |
| DESIGNED                                                                                                                                                                                                                                                                                    | DRAWN          | CHECKED   |                       |
| A.M.                                                                                                                                                                                                                                                                                        | A.M.           | A.S.D.    |                       |
| DATE                                                                                                                                                                                                                                                                                        | 1/9/2020       | SHEET NO. | 09                    |
| PROJECT NO.                                                                                                                                                                                                                                                                                 | 191230060      | DATE      | 1/9/2020              |
| DWG. NAME                                                                                                                                                                                                                                                                                   | STONE-WALL.dwg | SCALE     | 1" = 15' (SEE DETAIL) |

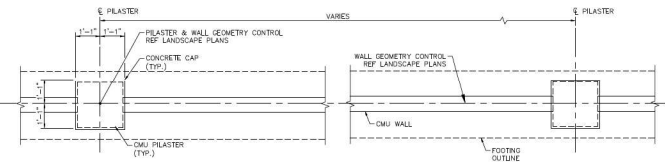
NOTES:  
1. SEE DETAIL 1 & 2 FOR WALL SECTION 1.  
2. SEE DETAIL 1 & 3 FOR WALL SECTION 2.  
3. SEE DETAIL 1 & 4 FOR WALL SECTION 3.  
4. SEE DETAIL 1 & 5 FOR WALL SECTION 4.  
5. SEE DETAIL 1 & 6 FOR WALL SECTION 5.  
6. SEE DETAIL 1 & 7 FOR WALL SECTION 6.  
7. SEE DETAIL 1 & 8 FOR WALL SECTION 7.  
8. SEE DETAIL 1 & 9 FOR WALL SECTION 8.  
9. SEE DETAIL 1 & 10 FOR WALL SECTION 9.  
10. SEE DETAIL 1 & 11 FOR WALL SECTION 10.  
11. SEE DETAIL 1 & 12 FOR WALL SECTION 11.  
12. SEE DETAIL 1 & 13 FOR WALL SECTION 12.  
13. SEE DETAIL 1 & 14 FOR WALL SECTION 13.  
14. SEE DETAIL 1 & 15 FOR WALL SECTION 14.  
15. SEE DETAIL 1 & 16 FOR WALL SECTION 15.  
16. SEE DETAIL 1 & 17 FOR WALL SECTION 16.  
17. SEE DETAIL 1 & 18 FOR WALL SECTION 17.  
18. SEE DETAIL 1 & 19 FOR WALL SECTION 18.  
19. SEE DETAIL 1 & 20 FOR WALL SECTION 19.  
20. SEE DETAIL 1 & 21 FOR WALL SECTION 20.  
21. SEE DETAIL 1 & 22 FOR WALL SECTION 21.  
22. SEE DETAIL 1 & 23 FOR WALL SECTION 22.  
23. SEE DETAIL 1 & 24 FOR WALL SECTION 23.  
24. SEE DETAIL 1 & 25 FOR WALL SECTION 24.  
25. SEE DETAIL 1 & 26 FOR WALL SECTION 25.  
26. SEE DETAIL 1 & 27 FOR WALL SECTION 26.  
27. SEE DETAIL 1 & 28 FOR WALL SECTION 27.  
28. SEE DETAIL 1 & 29 FOR WALL SECTION 28.  
29. SEE DETAIL 1 & 30 FOR WALL SECTION 29.  
30. SEE DETAIL 1 & 31 FOR WALL SECTION 30.  
31. SEE DETAIL 1 & 32 FOR WALL SECTION 31.  
32. SEE DETAIL 1 & 33 FOR WALL SECTION 32.  
33. SEE DETAIL 1 & 34 FOR WALL SECTION 33.  
34. SEE DETAIL 1 & 35 FOR WALL SECTION 34.  
35. SEE DETAIL 1 & 36 FOR WALL SECTION 35.  
36. SEE DETAIL 1 & 37 FOR WALL SECTION 36.  
37. SEE DETAIL 1 & 38 FOR WALL SECTION 37.  
38. SEE DETAIL 1 & 39 FOR WALL SECTION 38.  
39. SEE DETAIL 1 & 40 FOR WALL SECTION 39.  
40. SEE DETAIL 1 & 41 FOR WALL SECTION 40.  
41. SEE DETAIL 1 & 42 FOR WALL SECTION 41.  
42. SEE DETAIL 1 & 43 FOR WALL SECTION 42.  
43. SEE DETAIL 1 & 44 FOR WALL SECTION 43.  
44. SEE DETAIL 1 & 45 FOR WALL SECTION 44.  
45. SEE DETAIL 1 & 46 FOR WALL SECTION 45.  
46. SEE DETAIL 1 & 47 FOR WALL SECTION 46.  
47. SEE DETAIL 1 & 48 FOR WALL SECTION 47.  
48. SEE DETAIL 1 & 49 FOR WALL SECTION 48.  
49. SEE DETAIL 1 & 50 FOR WALL SECTION 49.  
50. SEE DETAIL 1 & 51 FOR WALL SECTION 50.  
51. SEE DETAIL 1 & 52 FOR WALL SECTION 51.  
52. SEE DETAIL 1 & 53 FOR WALL SECTION 52.  
53. SEE DETAIL 1 & 54 FOR WALL SECTION 53.  
54. SEE DETAIL 1 & 55 FOR WALL SECTION 54.  
55. SEE DETAIL 1 & 56 FOR WALL SECTION 55.  
56. SEE DETAIL 1 & 57 FOR WALL SECTION 56.  
57. SEE DETAIL 1 & 58 FOR WALL SECTION 57.  
58. SEE DETAIL 1 & 59 FOR WALL SECTION 58.  
59. SEE DETAIL 1 & 60 FOR WALL SECTION 59.  
60. SEE DETAIL 1 & 61 FOR WALL SECTION 60.



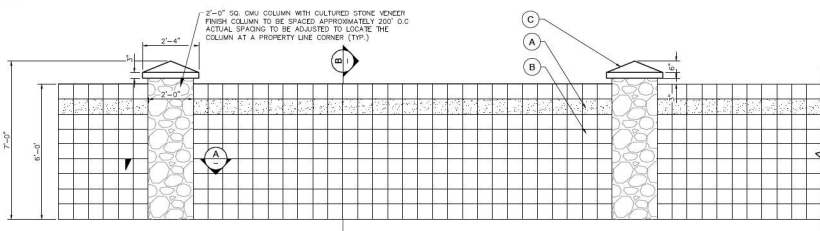




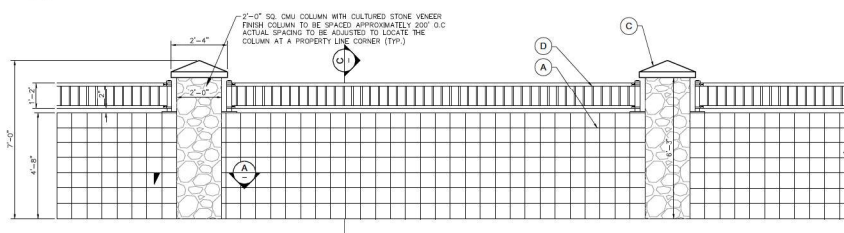
CONTRACTOR SHALL SUBMIT SAMPLES FOR ALL MATERIALS TO OWNER FOR APPROVAL PRIOR TO FINALIZING ORDER.



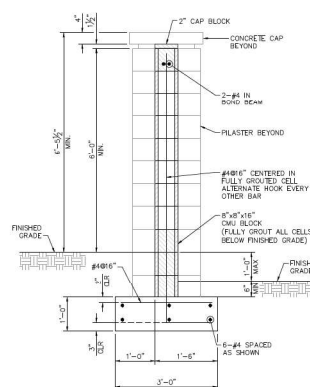
**1** TYPICAL WALL PLAN  
SCALE:  $\frac{1}{2}'' = 1'-0''$



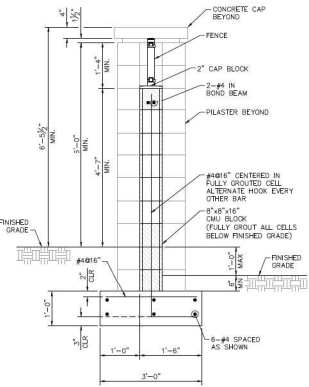
**2** **THEME WALL**  
SCALE: 1/2" = 1'-0"



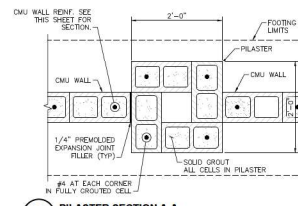
### 3 PARTIAL VIEW FENCE



**4** TYPICAL THEME WALL SECTION B-B  
SCALE:  $\frac{1}{4}" = 1'-0"$



**5 PARTIAL VIEW FENCE B SECTION C-C**  
SCALE:  $\frac{1}{8}" = 1'-0"$

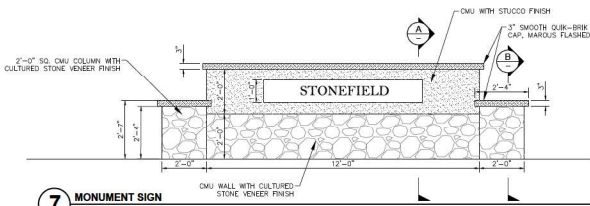


**6** **PILASTER SECTION A-A**  
SCALE:  $\frac{3}{4}" = 1'-0"$

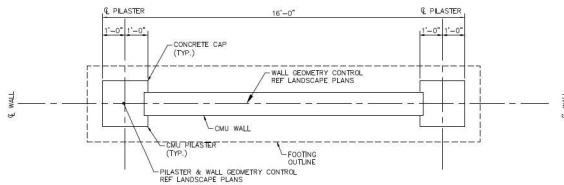


|                                                                                                                                                                                               |  |                    |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------|--|
|                                                                                                                                                                                               |  |                    |  |
|                                                                                                                                                                                               |  |                    |  |
| NO. NEWTON                                                                                                                                                                                    |  | BY DATE            |  |
| <p>STONEFIELD<br/>WALL DETAILS</p> <p>SURPRISE, ARIZONA</p> <p><b>Kimley»Horn</b></p> <p>© 2020 KIMLEY-HORN AND ASSOCIATES, INC.<br/>17420 N. 19TH AVENUE, SUITE 100<br/>DENVER, CO 80228</p> |  |                    |  |
| DESIGN                                                                                                                                                                                        |  | DRAWN              |  |
| SCALE (1") = 4'-0"                                                                                                                                                                            |  | SCALE (1") = 4'-0" |  |
| DATE                                                                                                                                                                                          |  | DATE               |  |
| 1/8/2020                                                                                                                                                                                      |  | 1/8/2020           |  |
| PROJECT NO.                                                                                                                                                                                   |  | SHEET NO.          |  |
| 191235560                                                                                                                                                                                     |  | 11                 |  |
| DWG. NAME                                                                                                                                                                                     |  | SHEET NO.          |  |
| STONEFIELD WALL DET                                                                                                                                                                           |  | 11                 |  |

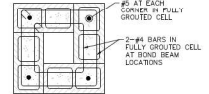




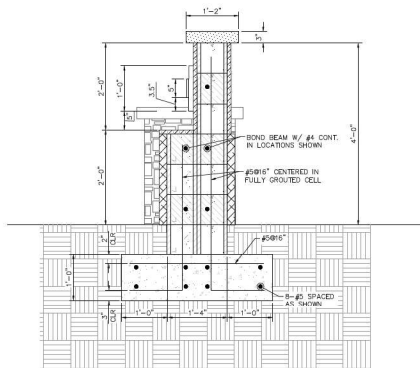
**7 MONUMENT SIGN**  
SCALE: 1/2" = 1'-0"



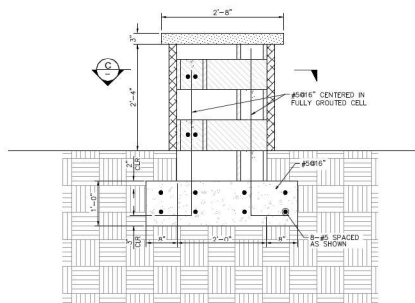
**8 MONUMENT SIGN PLAN**  
SCALE: 1/2" = 1'-0"



**11 PILASTER SECTION C-C**  
SCALE: 1/2" = 1'-0"



**9 MONUMENT SIGN SECTION A-A**  
SCALE: 1/2" = 1'-0"



**10 MONUMENT SIGN SECTION B-B**  
SCALE: 1/2" = 1'-0"

|                |  |                |  |                |  |
|----------------|--|----------------|--|----------------|--|
| DESIGNED       |  | DRAWN          |  | CHECKED        |  |
| DATE           |  | DATE           |  | DATE           |  |
| SCALE (H) 1/4" |  | SCALE (H) 1/4" |  | SCALE (H) 1/4" |  |
| PROJECT NO.    |  | PROJECT NO.    |  | PROJECT NO.    |  |
| DRG. NAME      |  | DRG. NAME      |  | DRG. NAME      |  |
| SHEET NO.      |  | SHEET NO.      |  | SHEET NO.      |  |
| 12             |  | 12             |  | 12             |  |
| 1/8" = 1'-0"   |  | 1/8" = 1'-0"   |  | 1/8" = 1'-0"   |  |

STONEFIELD  
MONUMENT SIGN DETAILS  
SURPRISE, ARIZONA

**Kimley-Horn**

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DESIGNED: [Signature]  
DRAWN: [Signature]  
CHECKED: [Signature]

DATE: 1/9/2020  
SCALE: 1/8" = 1'-0"  
PROJECT NO.: 101230000  
DRG. NAME: 2000-MON-Sign  
SHEET NO.: 12 of 15 sheets



**DEPARTMENT OF THE AIR FORCE  
AIR EDUCATION AND TRAINING COMMAND**

11 June 2019

Mr. James R. Mitchell  
Director, Community Initiatives Team  
56th Fighter Wing  
14185 West Falcon Street  
Luke AFB AZ 85309-1629

Ms. Allysa Robinson  
Planning Project Coordinator  
City of Surprise Planning Department  
16000 N. Civic Center Plaza  
Surprise AZ 85374

Re: FS19-382; Stonefield, a Major Amendment to the Greer Ranch PAD (APN 501-40-008K)

Dear Ms. Robinson

Thank you for the opportunity to provide comments on Stonefield, a major amendment to the Greer Ranch PAD to allow for a 60 lot residential subdivision. The site is located at the northwest corner of Peoria Avenue and Reems Road in Surprise AZ. This project consists of 60 single-family units on the 19.4 gross acre lot, yielding an overall density of 3.1 dwelling units per acre. The property is located 0.22 miles outside the Luke AFB 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

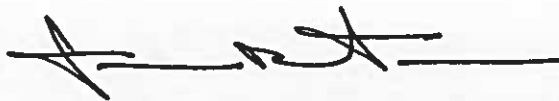
In an effort to promote a more compatible co-existence Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/acre from the 65 Ldn to 1/2 mile, a maximum of 4 du/acre from 1/2 to 1 mile, and a maximum of 6 du/acre from 1 to 3 miles. This project with a density of 3.1 du/ac does not fall within these guidelines and it exceeds the densities that Luke AFB follows. However, we recognize that we are not the approval authority and furthermore have no objection to this density due to the fact when calculations are done utilizing the overall development and location of the larger 586.2 acres of Greer Ranch, the density is 3.33, thus falling within the guidelines. Furthermore, we recognize and appreciate Greer Ranch along with the city working diligently to keep the project density low.

If approved, Stonefield at Greer Ranch will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. We recommend you review the sound attenuation

requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant would be essential to inform potential residents about Luke AFB operations.

If you have any questions, please contact my Community Planner, Mr. Reggie Christianson at (623) 856-9981.

Sincerely

A handwritten signature in black ink, appearing to read 'J. Mitchell', with a long horizontal line extending to the right.

JAMES R. MITCHELL

cc:

Colonel Michael S. Richardson, Vice Commander, 56th Fighter Wing

Ms. Cindy L. Allen, GS-13, General and Environmental Law Attorney, 56th Fighter Wing



March 26, 2019

**Peoria & Reems Single Family (501-40-008K) - Dysart Unified School District Comments**

To Whom it May Concern,

Below are the District's comments regarding the Peoria and Reems residential project:

- Pedestrian Access - The district would emphasize the importance of pedestrian access throughout the project area, including to the NW. This will allow students in the area direct access to the local school (Sonoran Heights Elementary School), as well as general access for pedestrians. It appears this access is being provided for this project.
- Capacities - The district has planned for and has capacities for the new students this development would bring. We are planning for future growth throughout the district, and reviewing ways to address capital needs for this growth. There are no objections to the project and the district looks forward to serving this project's new student population.

The District has no objections to plan amendments, land use actions, platting etc. needed to complete this project subject to maintaining pedestrian connectivity to the local K-8 school to the northwest.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Shipman".

**Kevin Shipman**

Planning Administrator

Dysart Unified School District

**p:** 623-876-7976

**a:** 15802 N Parkview Place, Surprise, AZ 85374

**w:** [www.dysart.org](http://www.dysart.org) **e:** [kevin.shipman@dysart.org](mailto:kevin.shipman@dysart.org)

**s:** Visit us on Facebook, Twitter, Instagram, and YouTube @DysartUSD



# **FS19-759**

# **Stonefield at Greer Ranch**

# **Final Plat**

Mayor and City Council – March 2, 2021



# VICINITY MAP

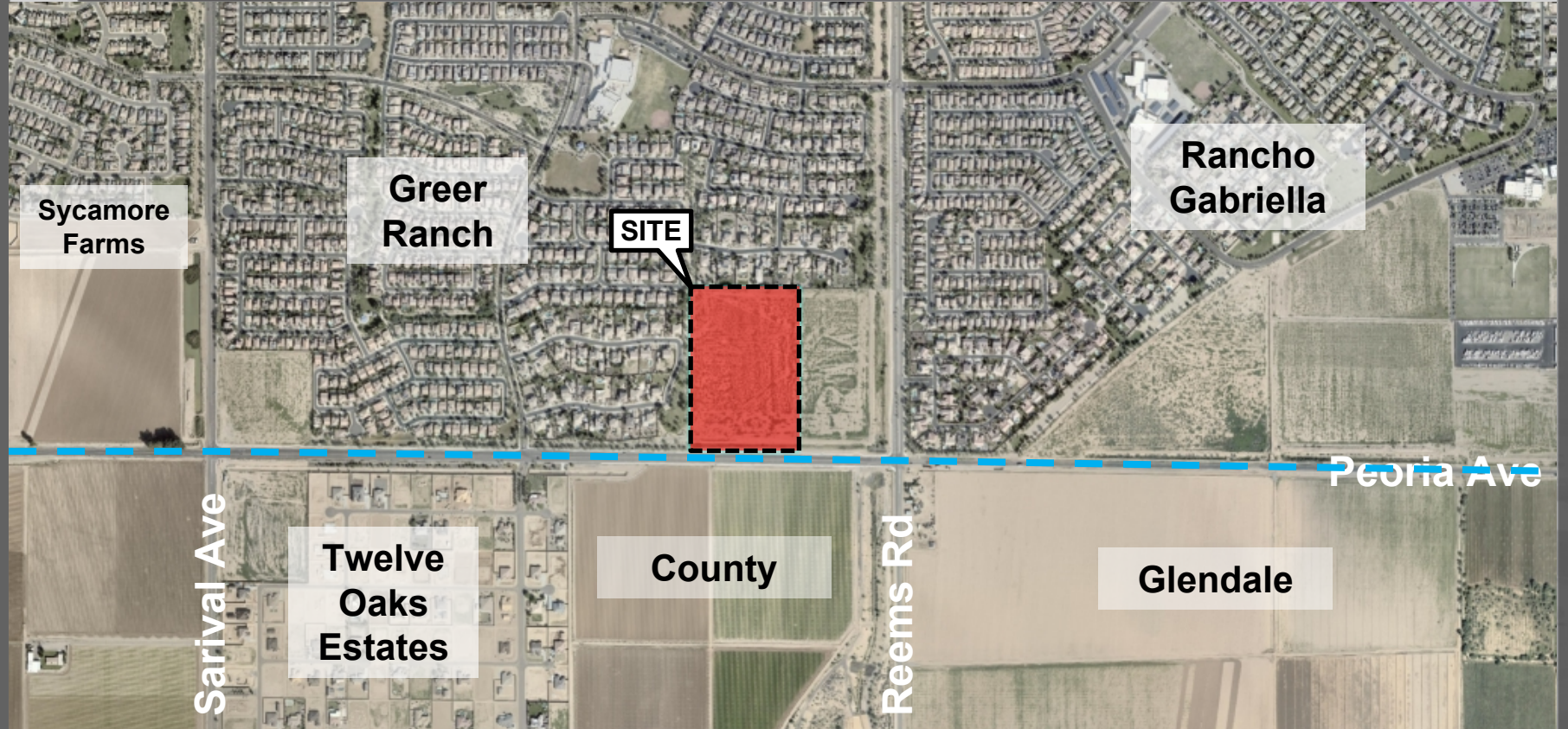
FS19-759  
Stonefield





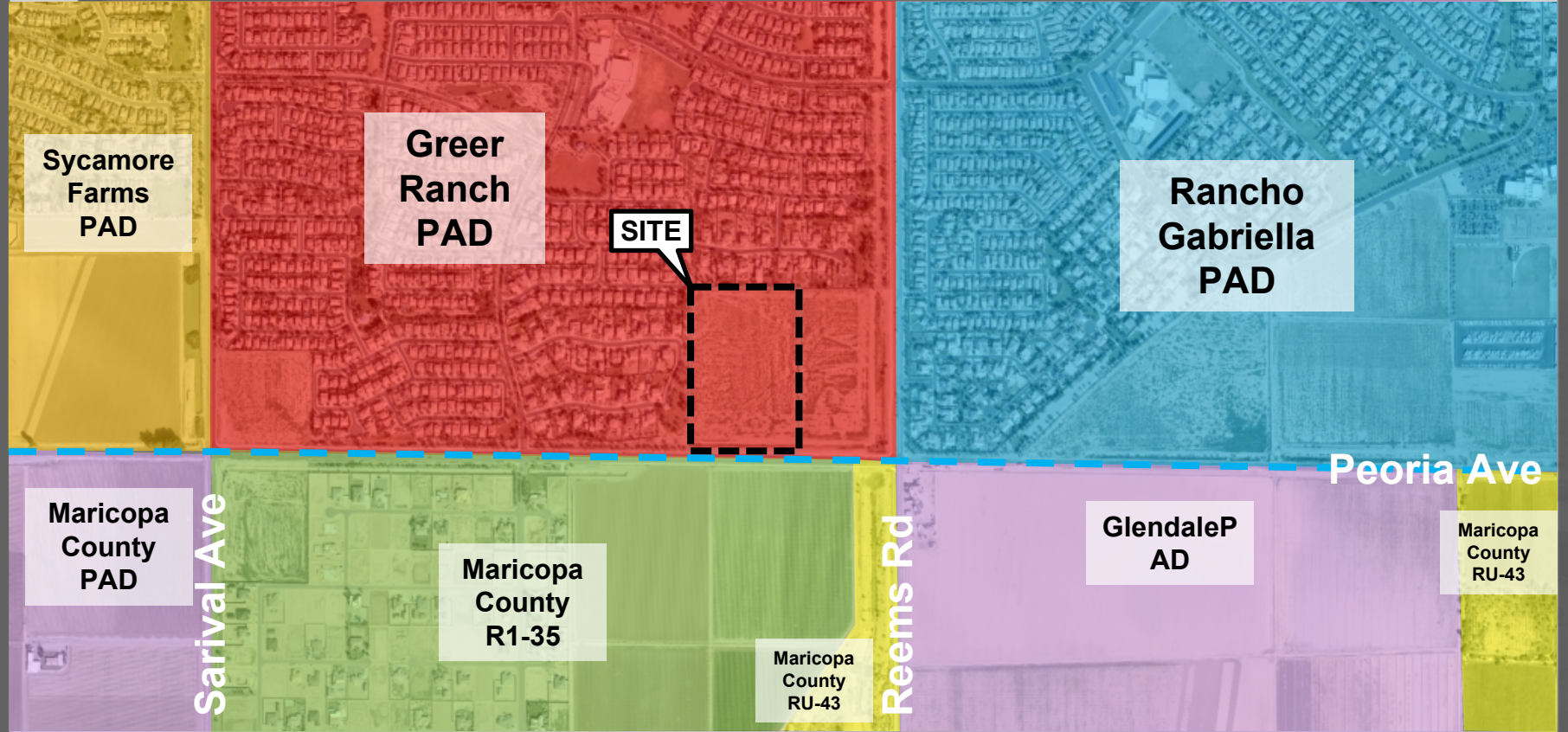
# CASE MAP

FS19-759  
Stonefield



# ZONING MAP

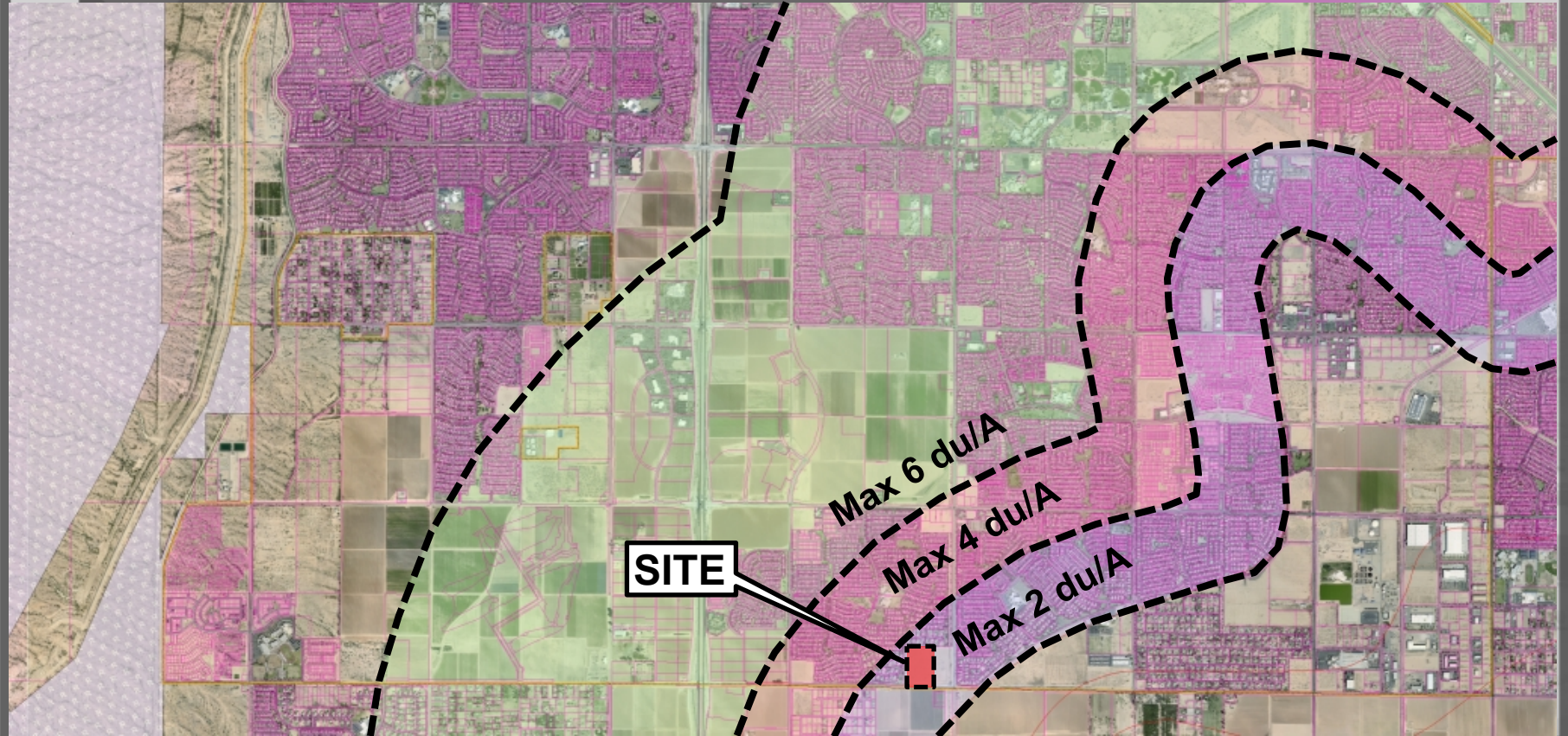
FS19-759  
Stonefield





# LUKE GDC MAP

FS19-759  
Stonefield







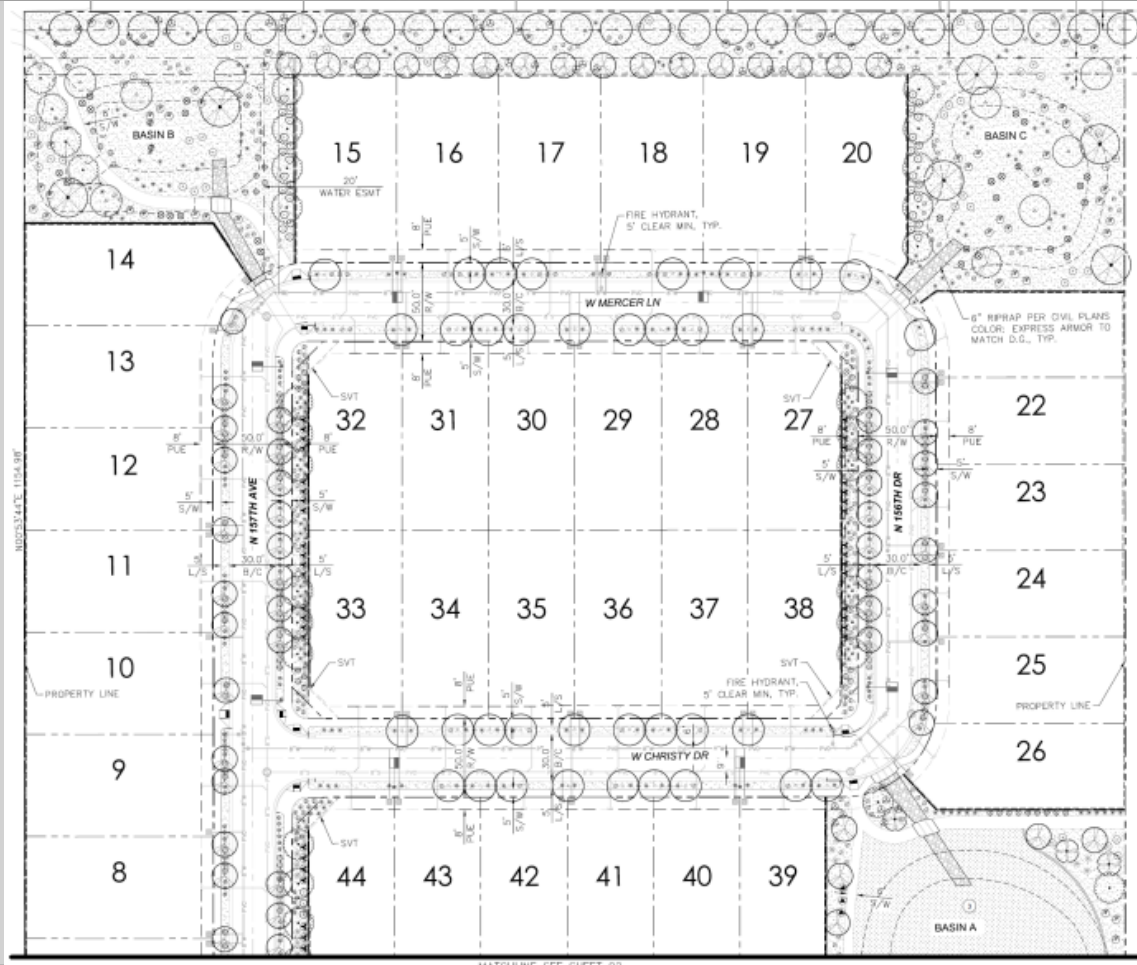






# LANDSCAPE PLANS





# LANDSCAPE PLANS



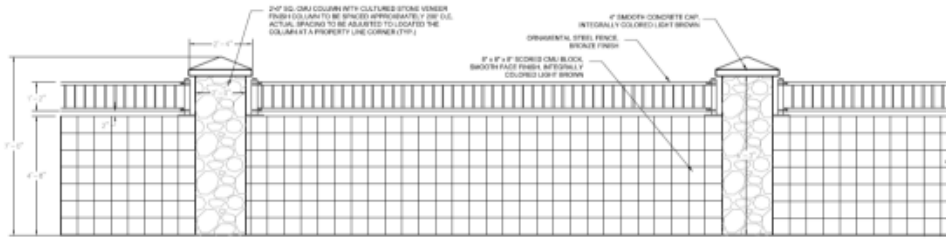
# PARK AMENITY

# WALL PLANS





**1** THEME WALL



**2** PARTIAL VIEW FENCE



# WALL PLANS



# QUESTIONS OR COMMENTS?

Thank You



## CITY OF SURPRISE Regular City Council Meeting

---

Council Meeting Date: March 2, 2021      Contact Person: Laurie Lineberry  
Submitting Department: Community Development      District: District 3  
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, “Hayden Farms”, an approximately 12.41 acre property generally located north of the northwest corner of Cotton Lane and Cactus Road.

---

**Motion:**

I move to approve the Final Plat entitled, “Hayden Farms”.

---

**Background:**

Bowman Consulting Group, Ltd., on behalf of Fig Hayden Farms, LLC ,seeks approval of a Final Plat for a 174 unit multi-family residential townhome subdivision in the RH-PUD zoning district.

---

**Objective Analysis:**

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

---

**Policy Compliant:**

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports the proposed Final Plat.

---

**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 staffing levels.

---

**ATTACHMENTS:**

1. 00 - FS20-116 - Hayden Farms FP 030221 CC Staff Report
2. 01 - FS20-116 - Hayden Farms FP - CC Vicinity Map- 030221



3. 02 - FS20-116 - Hayden Farms FP - CC Case Map- 030221
  4. 03 - FS20-116 - Hayden Farms FP - CC Final Plat- 030221
  5. 04 - FS20-116 - Hayden Farms FP - CC Luke Letter - 030221
  6. 05 - FS20-116 - Hayden Farms FP - CC Approved Site Plan - 030221
  7. PP - FS20-116 - Hayden Farms FP - CC PowerPoint - 030221
-

# FINAL PLAT

## REPORT TO THE CITY COUNCIL

---

**Case:** FS20-116

**Project Name:** Final Plat for Hayden Farms

**Council District:** 3

**City Council Date:** March 2, 2021

**Planner:** Laurie Lineberry

---

**Owner:** Fig Hayden Farms, LLC

**Applicant:** Bowman Consulting Group, Ltd. on behalf of Fig Hayden Farms, LLC

**Request:** Final Plat for a 174 unit multi-family residential townhome subdivision in the RH-PUD zoning district.

**Site Location:** Generally located north of the northwest corner of Cotton Lane and Cactus Road

**Site Size:** 12.41 acres (approx.)

**Density:** 14.01 DU/Ac

**Findings:**

- The proposed Final Plat is consistent with the Surprise General Plan 2035
- The proposed Final Plat is consistent with the Zone Change as approved under case FS10-051
- The proposed Final Plat is consistent with the Site Plan approved under case FS19-258.
- The proposed Final Plat is consistent with the Surprise Municipal 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:**

Hayden Farms is a proposed multi-family residential development utilizing a unique townhome-style design to allow for the development of a small multi-family community. The multi-family design will consist of connected townhome units located on onsite private drives. There will be two (2) styles of townhome buildings, the front loaded - 'Delinda' style, and the rear loaded - 'Tucker' style. Each model will be provided with private garages and adjacent common open space to create an architecturally diverse development with varied street scenes.

The Delinda style consists of four-unit or eight-unit building types. Each unit is two (2) stories and is located around the perimeter of the project. Each has primary access oriented toward the private street with rear access onto a 20 foot wide landscaped open space. The open space is owned and maintained by the community association. Each unit has a double-wide 18 foot long driveway with a single car garage.

The Tucker style consists of four-unit or six-unit building types and is located within the interior of the project. Each building type has either a one (1) or two (2) car garage with an 18 foot long driveway. The driveways are oriented to the private street and the primary entrance is oriented to the landscaped "paseo" or center courtyard. The paseo is owned and maintained by the community association. These buildings vary in height with 2-story units on the ends and 3- story units in the middle.

The two-story Delinda buildings have generally been located around the perimeter of the development to provide an effective transition to adjacent land uses. The three-story Tucker buildings are located in the center portion of the project. The assortment of floorplans, vertical building variation and unique townhome design will work together to create an efficient and inspired design plan. The Delinda units all have a single-car garage but have a two-car wide driveway for a total of 3 parking spaces.

**Attachments:**

- 01 Vicinity Map
- 02 Case Map
- 03 Final Plat
- 04 Luke AFB comments
- 05 Approved Site Plan

# VICINITY MAP

FS20-116  
Hayden





# CASE MAP

FS20-116  
Hayden





DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS:

THAT FIG HAYDEN FARMS, LLC, A UTAH LIMITED LIABILITY COMPANY, ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "HAYDEN FARMS", A REPLAT OF LOT 1, NWC COTTON & CACTUS, ACCORDING TO BOOK 1493 OF MAPS, PAGE 16, M.C.R., LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 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 "HAYDEN FARMS", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

TRACTS "A" AND "B" ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON AREA FOR THE USE AND ENJOYMENT OF THE HAYDEN FARMS HOMEOWNERS ASSOCIATION AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

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 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.

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 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 FIELDS.

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

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.

IN WITNESS WHEREOF: FIG HAYDEN FARMS, LLC, A UTAH LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREBY CAUSED THEIR NAME TO BE AFFIXED AND THE SAME ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED MANAGER.

FIG HAYDEN FARMS, LLC, A UTAH LIMITED LIABILITY COMPANY

BY: MICHAEL MILLER

ITS: MANAGER

ACKNOWLEDGMENT

STATE OF } S.S.  
COUNTY OF }

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME THE UNDERSIGNED, PERSONALLY APPEARED MICHAEL MILLER, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC \_\_\_\_\_ DATE \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

LIENHOLDER RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT FIRST WESTERN CAPITAL COMPANY, L.C., A UTAH LIMITED LIABILITY COMPANY, AS BENEFICIARY OF THAT CERTAIN DEED OF TRUST RECORDED IN DOC. \_\_\_\_\_, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, HEREBY RATIFIES, AFFIRMS, AND APPROVES THIS PLAT, THE DECLARATION OF RESTRICTIONS RECORDED CONCURRENTLY HERewith, AND EACH AND EVERY DEDICATION CONTAINED HEREIN.

IN WITNESS WHEREOF: FIRST WESTERN CAPITAL COMPANY, L.C., A UTAH LIMITED LIABILITY COMPANY, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE OFFICER BELOW, THEREUNTO DULY AUTHORIZED.

FIRST WESTERN CAPITAL COMPANY, L.C., A UTAH LIMITED LIABILITY COMPANY

BY: RONALD KADZIEL, MANAGER

ACKNOWLEDGMENT

STATE OF UTAH } S.S.  
COUNTY OF UTAH }

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME THE UNDERSIGNED, PERSONALLY APPEARED RONALD KADZIEL, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC \_\_\_\_\_ DATE \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

FINAL PLAT  
OF  
HAYDEN FARMS  
A REPLAT OF LOT 1, NWC COTTON & CACTUS,  
ACCORDING TO BOOK 1493 OF MAPS, PAGE 16, M.C.R.,  
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14,  
TOWNSHIP 3 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER  
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

LEGAL DESCRIPTION

LOT 1 OF THE FINAL PLAT OF "NWC COTTON & CACTUS", ACCORDING TO BOOK 1493 OF MAPS, PAGE 16, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT THAT PORTION DEDICATED TO THE CITY OF SURPRISE IN MAP OF DEDICATION RECORDED MARCH 19, 2020 IN BOOK 1516 OF MAPS, PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BAE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

COMMENICING AT THE NORTHEAST CORNER OF LOT 1, OF FINAL PLAT OF NWC COTTON & CACTUS, AS RECORDED IN BOOK 1493 OF MAPS, PAGE 16, OFFICIAL RECORDS OF THE MARICOPA COUNTY RECORDER;

THENCE SOUTH 00° 22'01"WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 366.94 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 00° 22'01"WEST, A DISTANCE OF 358.55 FEET;  
THENCE NORTH 89° 29'20"WEST, A DISTANCE OF 45.00 FEET;  
THENCE NORTH 00° 22'01"EAST, ALONG A LINE PARALLEL WITH AND 78.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 358.44 FEET;  
THENCE SOUTH 89° 37'59"EAST, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

FLOOD PLAIN DESIGNATION

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE FLOOD ZONE DESIGNATION ZONE A AND X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

PUBLIC NOTICE

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVER FLIGHTS 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

RELEASE OF LIABILITY

FIG HAYDEN FARMS, LLC, A UTAH 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 OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT--OF--WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

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

RELEASE OF LIABILITY

FIG HAYDEN FARMS, LLC, A UTAH 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 USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON 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 OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

NOTICE OF INTERGOVERNMENTAL AGREEMENT

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

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

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

NOTES

- 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.
- LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT--OF--WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- 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.
- NO ON--SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES, INCLUDING, BUT NOT LIMITED TO, ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED, AND REPAIRED BY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."
- THIS SITE IS IN THE VICINITY OF A MILITARY AIRPORT AS DESCRIBED BY STATE OF ARIZONA STATUTE ARS §28--8481. HOMES SHOULD INCLUDE SOUND ATTENUATION MEASURES AS DIRECTED BY STATE LAW. YOU WILL BE SUBJECT TO DIRECT OVER FLIGHTS AND NOISE BY LUKE AIR FORCE BASE JET AIRCRAFT IN THE VICINITY.

LUKE AIR FORCE BASE EXECUTES OVER 200,000 FLIGHT OPERATIONS PER YEAR, AT AN AVERAGE OF APPROXIMATELY 170 OVERFLIGHTS PER DAY. ALTHOUGH LUKE'S PRIMARY FLIGHT PATHS ARE LOCATED WITHIN 20 MILES FROM THE BASE, JET NOISE WILL BE APPARENT THROUGHOUT THE AREA AS AIRCRAFT TRANSIENT TO AND FROM THE BARRY M. GOLDWATER GUNNERY RANGE AND OTHER FLIGHT TRAINING AREAS.

AIR FORCE BASE MAY LAUNCH AND RECOVER AIRCRAFT IN EITHER DIRECTION OFF ITS RUNWAYS ORIENTED TO THE SOUTHWEST AND NORTHEAST. NOISE WILL BE MORE NOTICEABLE DURING OVERCAST SKY CONDITIONS DUE TO NOISE REFLECTIONS OFF THE CLOUDS.

LUKE AIR FORCE BASE'S NORMAL FLYING HOURS EXTEND FROM 7:00 A.M. UNTIL APPROXIMATELY MIDNIGHT, MONDAY THROUGH FRIDAY, BUT SOME LIMITED FLYING WILL OCCUR OUTSIDE THESE HOURS AND DURING MOST WEEKENDS.

FOR FURTHER INFORMATION, PLEASE CHECK THE LUKE AIR FORCE BASE WEBSITE AT WWW.LUKE.AF.MIL/URBANDEVELOPMENT OR CONTACT THE MARICOPA COUNTY PLANNING AND DEVELOPMENT DEPARTMENT.

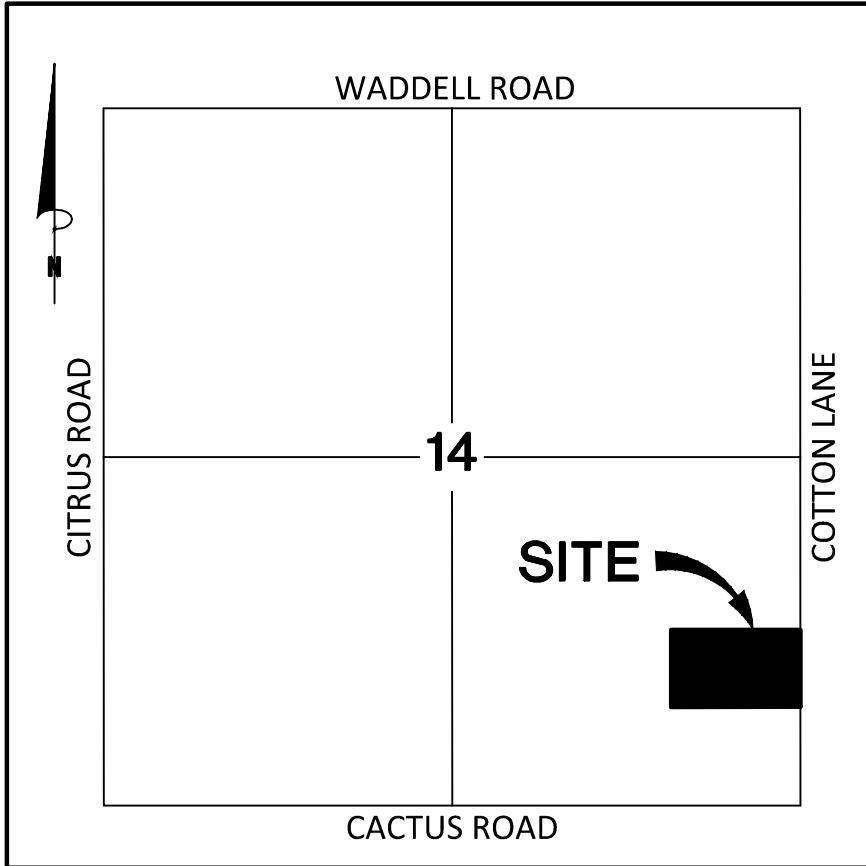
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE HAYDEN FARMS PRELIMINARY PLAT, APPROVED NOVEMBER 12, 2019 UNDER CASE FS19--258.

ASSURED WATER SUPPLY

THIS SUBDIVISION WAS ISSUED A CERTIFICATE OF ASSURED WATER SUPPLY BY THE ARIZONA DEPARTMENT OF WATER RESOURCES ON NOVEMBER 10, 2020, ADWR CERTIFICATE NUMBER 27--701131.0000, THIS SUBDIVISION WILL BE SERVED BY THE EPCOR WATER COMPANY.

REFERENCE DOCUMENTS

|                   |                                                |
|-------------------|------------------------------------------------|
| ROMOLA UNIT 23    | RECORDED IN BOOK 20 OF MAPS, PAGE 45, M.C.R.   |
| RESULTS OF SURVEY | RECORDED IN BOOK 999 OF MAPS, PAGE 27, M.C.R.  |
| RECORD OF SURVEY  | RECORDED IN BOOK 1077 OF MAPS, PAGE 2, M.C.R.  |
| RECORD OF SURVEY  | RECORDED IN BOOK 1299 OF MAPS, PAGE 5, M.C.R.  |
| LOT COMBINATION   | RECORDED IN BOOK 1323 OF MAPS, PAGE 46, M.C.R. |



VICINITY MAP  
N.T.S.

SHEET INDEX

- COVER, NOTES, DEDICATION, SITE DATA, CERTIFICATIONS
- FINAL PLAT, LINE & CURVE TABLES, AREA TABLES

SITE DATA

|                 |                                                                                                                  |
|-----------------|------------------------------------------------------------------------------------------------------------------|
| EXISTING ZONING | NORTHWEST CORNER OF CACTUS ROAD AND COTTON LANE PUD WITH UNDERLYING ZONING OF HIGH DENSITY RESIDENTIAL (RH--PUD) |
| NUMBER OF LOTS  | 48                                                                                                               |
| GROSS AREA      | 12.2101 ACRES                                                                                                    |
| NET AREA        | 11.8442 ACRES                                                                                                    |

OWNER/ DEVELOPER

FIG HAYDEN FARMS, LLC,  
A UTAH LIMITED LIABILITY COMPANY  
295 WEST CENTER STREET, #201  
PROVO, UT 84601  
PHONE: (801) 494--1651  
CONTACT: MICHAEL MILLER  
EMAIL: MIKE@FIGDEV.COM

ENGINEER

BOWMAN CONSULTING GROUP, LTD.  
6751 NORTH SUNSET BLVD, SUITE 325  
GLENDALE, AZ 85305  
PHONE: (623) 299--8981  
CONTACT: JOE CABLE

BASIS OF BEARINGS

NORTH 00 DEGREES 22 MINUTES 01 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO BOOK 999 OF MAPS, PAGE 27, M.C.R.

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

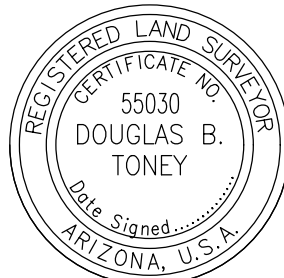
\_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_ DATE \_\_\_\_\_  
CITY CLERK

SURVEYOR'S CERTIFICATION

I, DOUGLAS B. TONEY, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JANUARY 2020; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DOUGLAS B. TONEY  
REGISTERED LAND SURVEYOR NO. 55030  
BOWMAN CONSULTING  
1295 W. WASHINGTON STREET, SUITE 108  
TEMPE, ARIZONA 85281



NOTE:  
A.R.S.32--151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

FINAL PLAT  
HAYDEN FARMS  
SURPRISE, ARIZONA

**Bowman**  
CONSULTING  
Bowman Consulting Group, Ltd.  
1295 W Washington Street, #108  
Tempe, AZ 85281  
Phone: (480) 629-8830  
Fax: (480) 629-8841  
www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

|            |            |
|------------|------------|
| DATE:      | 12/7/20    |
| PROJ NO:   | 050634--01 |
| TASK NUM:  | 002        |
| DRAWN BY:  | TL         |
| CHECKED:   | DT         |
| QUALITY:   |            |
| CLIENT NO: |            |
| SCALE      | N.T.S.     |
| 1          | of 2       |



**LEGEND**

BRASS CAP IN HAND HOLE  
FOUND BRASS CAP FLUSH  
SUBDIVISION CORNER TO BE SET PER  
MAG STANDARD (UNLESS OTHERWISE NOTED)  
MARICOPA COUNTY RECORDER  
REGISTERED LAND SURVEYOR  
PUBLIC UTILITY EASEMENT  
SECTION LINE  
LOT LINE  
SUBDIVISION BOUNDARY  
FEMA FLOOD ZONE BOUNDARY  
PUBLIC UTILITY EASEMENT  
EASEMENT LINE (AS NOTED)  
TIE LINE

M.C.R.  
RLS  
PUE

| OVERALL AREA TABLE |         |         |
|--------------------|---------|---------|
| PARCEL             | SQ. FT. | ACRES   |
| BOUNDARY           | 531,873 | 12.2101 |
| ROW                | 15,939  | 0.3659  |
| LOTS               | 154,780 | 3.5533  |
| TRACTS             | 361,154 | 8.2909  |

| LOT AREA TABLE |         |        |
|----------------|---------|--------|
| LOT            | SQ. FT. | ACRES  |
| 1              | 3,549   | 0.0815 |
| 2              | 3,549   | 0.0815 |
| 3              | 3,549   | 0.0815 |
| 4              | 3,549   | 0.0815 |
| 5              | 1,850   | 0.0425 |
| 6              | 3,350   | 0.0769 |
| 7              | 1,850   | 0.0425 |
| 8              | 3,350   | 0.0769 |

| LOT AREA TABLE |         |        |
|----------------|---------|--------|
| LOT            | SQ. FT. | ACRES  |
| 9              | 3,350   | 0.0769 |
| 10             | 1,850   | 0.0425 |
| 11             | 3,350   | 0.0769 |
| 12             | 1,850   | 0.0425 |
| 13             | 3,700   | 0.0849 |
| 14             | 1,850   | 0.0425 |
| 15             | 3,350   | 0.0769 |
| 16             | 3,700   | 0.0849 |

| LOT AREA TABLE |         |        |
|----------------|---------|--------|
| LOT            | SQ. FT. | ACRES  |
| 17             | 3,700   | 0.0849 |
| 18             | 3,350   | 0.0769 |
| 19             | 1,850   | 0.0425 |
| 20             | 3,700   | 0.0849 |
| 21             | 3,700   | 0.0849 |
| 22             | 1,850   | 0.0425 |
| 23             | 3,350   | 0.0769 |
| 24             | 3,700   | 0.0849 |

| LOT AREA TABLE |         |        |
|----------------|---------|--------|
| LOT            | SQ. FT. | ACRES  |
| 25             | 3,700   | 0.0849 |
| 26             | 3,350   | 0.0769 |
| 27             | 1,850   | 0.0425 |
| 28             | 3,700   | 0.0849 |
| 29             | 3,700   | 0.0849 |
| 30             | 1,850   | 0.0425 |
| 31             | 3,350   | 0.0769 |
| 32             | 3,700   | 0.0849 |

| LOT AREA TABLE |         |        |
|----------------|---------|--------|
| LOT            | SQ. FT. | ACRES  |
| 33             | 3,549   | 0.0815 |
| 34             | 3,549   | 0.0815 |
| 35             | 3,549   | 0.0815 |
| 36             | 3,549   | 0.0815 |
| 37             | 3,549   | 0.0815 |
| 38             | 3,549   | 0.0815 |
| 39             | 3,549   | 0.0815 |
| 40             | 3,549   | 0.0815 |

| LOT AREA TABLE |         |        |
|----------------|---------|--------|
| LOT            | SQ. FT. | ACRES  |
| 41             | 3,549   | 0.0815 |
| 42             | 3,549   | 0.0815 |
| 43             | 3,549   | 0.0815 |
| 44             | 3,549   | 0.0815 |
| 45             | 3,549   | 0.0815 |
| 46             | 3,549   | 0.0815 |
| 47             | 3,549   | 0.0815 |
| 48             | 3,549   | 0.0815 |

| TRACT AREA TABLE |         |        |                                                                        |
|------------------|---------|--------|------------------------------------------------------------------------|
| TRACT            | SQ. FT. | ACRES  | DESCRIPTION                                                            |
| TRACT A          | 332,308 | 7.6287 | OPEN SPACE, LANDSCAPING, AMENITIES, DRAINAGE, PRIVATE UTILITIES        |
| TRACT B          | 28,846  | 0.6622 | OPEN SPACE, LANDSCAPING, DRAINAGE, PRIVATE UTILITIES, PUBLIC UTILITIES |



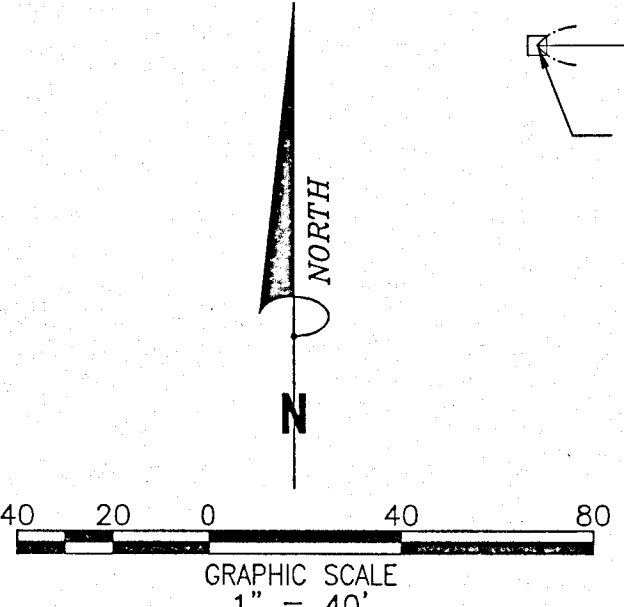
| LINE TABLE |        |              |
|------------|--------|--------------|
| LINE #     | LENGTH | DIRECTION    |
| L1         | 15.42' | N89°37'59\"W |
| L2         | 15.42' | N89°37'59\"W |
| L3         | 15.42' | N00°00'26\"E |
| L4         | 15.44' | N00°00'06\"W |

| LINE TABLE |        |              |
|------------|--------|--------------|
| LINE #     | LENGTH | DIRECTION    |
| L5         | 18.81' | N89°59'54\"E |
| L6         | 15.42' | N89°59'54\"E |
| L7         | 15.44' | S00°00'10\"W |
| L8         | 19.60' | S00°00'10\"W |

| LINE TABLE |        |              |
|------------|--------|--------------|
| LINE #     | LENGTH | DIRECTION    |
| L9         | 8.01'  | N89°37'59\"W |
| L10        | 56.85' | N00°00'50\"E |
| L11        | 11.94' | S45°02'46\"E |
| L12        | 10.00' | S89°37'59\"E |

| CURVE TABLE |        |        |             |             |               |
|-------------|--------|--------|-------------|-------------|---------------|
| CURVE #     | LENGTH | RADIUS | DELTA       | CHORD LENTH | CHORD BEARING |
| C1          | 38.20' | 24.42' | 089°38'09\" | 34.43       | S45°11'05\"W  |
| C2          | 72.87' | 46.58' | 089°38'09\" | 65.66       | N45°11'05\"E  |
| C3          | 53.96' | 46.58' | 066°22'38\" | 51.00       | S55°09'46\"E  |
| C4          | 71.84' | 46.58' | 088°21'49\" | 64.93       | S44°11'05\"W  |
| C5          | 49.47' | 63.58' | 044°35'03\" | 48.24       | N46°49'06\"W  |
| C6          | 41.39' | 36.42' | 065°06'25\" | 39.19       | S57°04'47\"E  |
| C7          | 30.50' | 19.42' | 090°00'00\" | 27.46       | N45°22'01\"E  |

| CURVE TABLE |        |        |             |             |               |
|-------------|--------|--------|-------------|-------------|---------------|
| CURVE #     | LENGTH | RADIUS | DELTA       | CHORD LENTH | CHORD BEARING |
| C8          | 30.50' | 19.42' | 090°00'00\" | 27.46       | N44°37'59\"W  |
| C9          | 30.38' | 19.42' | 089°38'09\" | 27.38       | N45°11'05\"E  |
| C10         | 30.63' | 19.50' | 090°00'00\" | 27.58       | S44°59'50\"E  |
| C11         | 30.63' | 19.50' | 090°00'00\" | 27.58       | S45°00'10\"W  |
| C12         | 41.62' | 36.42' | 065°28'16\" | 39.39       | N57°15'42\"W  |
| C13         | 72.25' | 63.58' | 065°06'25\" | 68.42       | S57°04'47\"E  |



**Bowman CONSULTING**

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1285 W Washington Street, #108  
Tempe, AZ 85281

Phone: (480) 629-8830  
Fax: (480) 629-8841  
www.bowmanconsulting.com

**REGISTERED LAND SURVEYOR**

55030  
DOUGLAS B. TONEY  
12/7/20  
AZ 15514

**FINAL PLAT OF  
HAYDEN FARMS  
SURPRISE, ARIZONA**

DATE: 12/7/20  
PROJ NO: 050634-01  
TASK NUM: 002  
DRAWN BY: TL  
CHECKED: DT  
QUALITY:  
CLIENT NO:

SCALE  
1" = 40'  
2 OF 2

CASE # FS19-258



**DEPARTMENT OF THE AIR FORCE  
AIR EDUCATION AND TRAINING COMMAND**

23 April 2019

Mr. James R. Mitchell  
Director, Community Initiatives Team  
56th Fighter Wing  
14185 West Falcon St.  
Luke AFB AZ 85309-1629

Ms. Allysa Robinson  
City of Surprise Planning Department  
16000 North Civic Center Plaza  
Surprise AZ 85374

Re: FS19-258; Hayden Farms Townhomes (APNs: 502-04-002X/023D) Amended

Dear Ms. Robinson

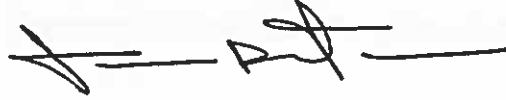
Thank you for allowing Luke AFB to make comments for the final plat/site plan application for the Hayden Farms Townhomes located on 12.84 acres of undeveloped land north of the NWC of Cotton Lane and Cactus Road in Surprise, AZ. The Hayden Farms Townhomes, while proposed on 12.84 acres is part of a larger 35-acre Planned Unit Development (PUD). This 35-acre PUD will contain 174 units for 4.97 du/ac. Luke AFB had favorably commented on this PUD on 26 Apr 2010, Case #FS10-051. The site falls within the Luke AFB Graduated Density Concept located 2.3 miles outside the Luke AFB 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

Luke AFB follows the guidelines of the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, a maximum of 2 du/acre from the 65 Ldn to 1/2 mile, a maximum of 4 du/acre from 1/2 mile to 1 mile and a maximum of 6 du/acre from 1 to 3 miles. The above density of 4.97 du/acre would meet these guidelines.

As described in the narrative, should this request at the location above be approved, will not have a negative impact on Luke AFB Flight Operations. Since the site will be located inside the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights per day, as low as 1,500 feet above the ground. If approved, we recommend you review the sound attenuation requirements found in A.R.S. § 28-8482.

If you have any questions, please contact my Community Planner, Mr. Christopher Toale at (623) 856-6175.

Sincerely

A handwritten signature in black ink, appearing to read 'J. Mitchell', with a stylized flourish at the end.

JAMES R. MITCHELL

cc:

Colonel Michael S. Richardson, Vice Commander, 56th Fighter Wing

Ms. Cindy L. Allen, GS-13, General and Environmental Law Attorney, 56th Fighter Wing

FS19-258 - Hayden Farms Townhomes  
Planning and Zoning Approved on November 7, 2019

**Bowman**  
CONSULTING

Hayden Farms Townhomes  
1000 West 10th Street, Suite 100  
Lincoln, NE 68501  
Phone: 402.441.1111  
www.bowmanconsulting.com

SITE PLAN  
HAYDEN FARMS

BARBERS COUNTY

SURFIDE, NE



NO. 10-10-1  
AB 0886 AU  
RECEIVED 11/11/19  
DATE 11/11/19  
JOB NO. 0000040401  
DATE 11/07/19  
SP2  
WEST 2 OF 04

FS19-258

APPROVED SITE PLAN





**SURPRISE**  
ARIZONA

# **FS20-116**

## **Hayden Farms**

### **Final Plat**

Mayor and City Council – March 2, 2021

# VICINITY MAP

FS20-116  
Hayden Farms





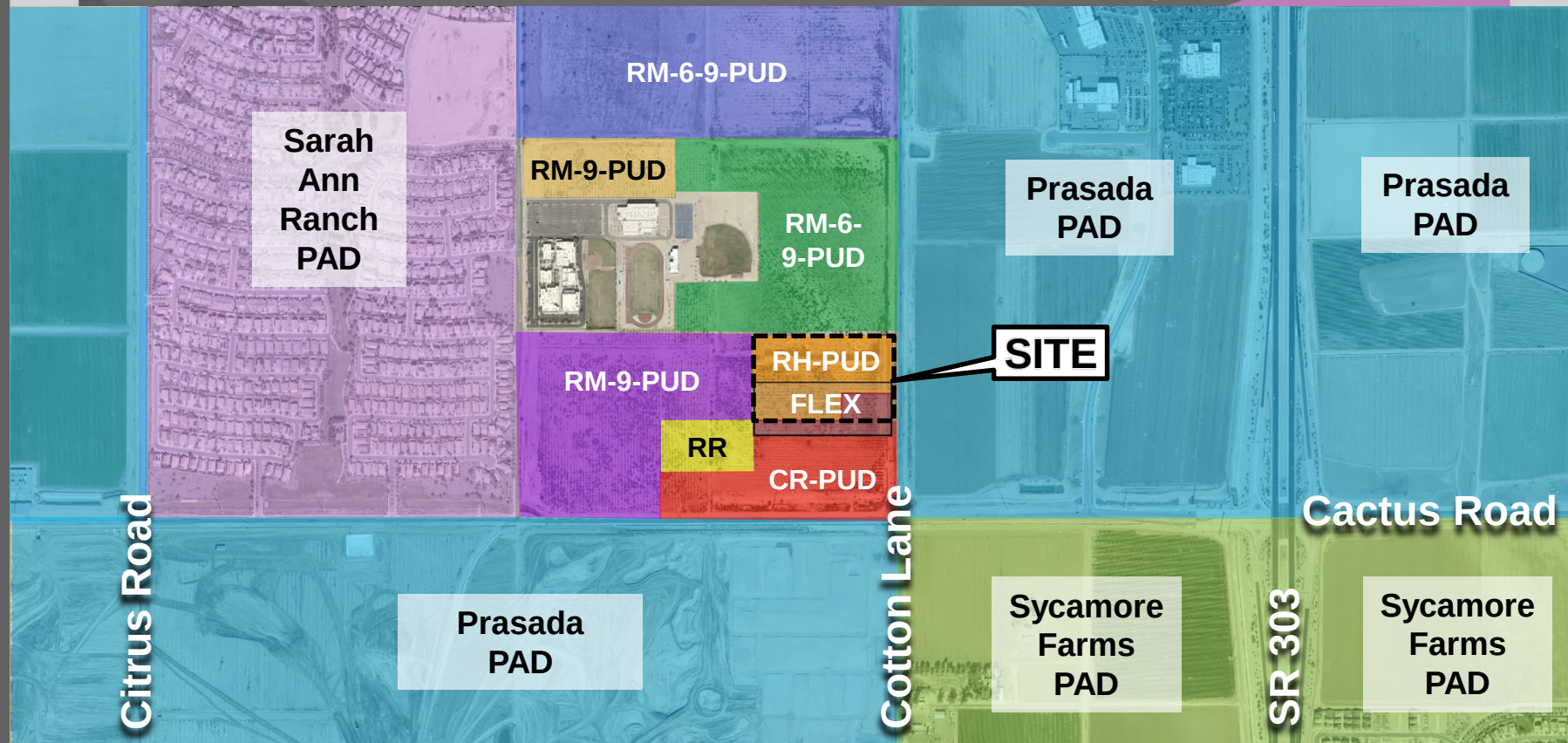
# CASE MAP

FS20-116  
Hayden Farms



# ZONING

FS20-116  
Hayden Farms





FS19-258 - Hayden Farms Townhomes  
Planning and Zoning Approved on November 7, 2019

**Bowman**  
CONSULTING

Hayden Farms Townhomes  
10000 W. 10th Ave. Suite 100  
Denver, CO 80202  
Phone: 303.733.1111  
www.bowmanconsulting.com

SITE PLAN  
HAYDEN FARMS



| NO. | DATE     | BY |
|-----|----------|----|
| 1   | 08/01/19 | AW |
| 2   | 08/01/19 | AW |
| 3   | 08/01/19 | AW |
| 4   | 08/01/19 | AW |
| 5   | 08/01/19 | AW |
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SP2  
2 of 04

FS19-258

APPROVED SITE PLAN

# LANDSCAPE PLAN



**PROJECT**

**Hobart Winga**

Digitally signed by  
Hobart Wingard  
DN: cn=Hobart  
Wingard, o=City of  
Surprise, ou=Planning  
email=hobart.wingard  
@surpriseaz.gov, c=US  
Date: 2020.09.21  
10:46:06 -0700

**HAYDEN FARMS**  
SURPRISE, ARIZONA

**FS19-258 - Hayden Farms  
Townhomes  
Planning and Zoning  
Commission Approved on  
November 7, 2019**

EXHIBIT

LANDSCAPE PLAN

EXHIBIT #

**L1**

CASE: F919-258  
DATE: 6/21/2019



DELINDA



ELEVATIONS





TUCKER



ELEVATIONS



# FINAL PLAT

- LEGEND**
- BRASS CAP IN HAND HOLE
  - FOUND BRASS CAP PLUG
  - SUBDIVISION CORNER TO BE SET PER WAS STANDARD (UNLESS OTHERWISE NOTED)
  - M.C.A. MARICOPA COUNTY RECORDER
  - P.L.S. RECORDING LAND SURVEYOR
  - PUE PUBLIC UTILITY EASEMENT
  - SETBACK LINE
  - LOT LINE
  - SUBDIVISION BOUNDARY
  - FEMA FLOOD ZONE BOUNDARY
  - PUBLIC UTILITY EASEMENT
  - EASEMENT LINE (AS NOTED)
  - SEE LINE

| OVERALL AREA TABLE |         |         |
|--------------------|---------|---------|
| PARCEL             | SQ. FT. | ACRES   |
| BOUNDARY           | 154,875 | 3.52101 |
| ROW                | 16,838  | 0.3869  |
| LOTS               | 154,780 | 3.5033  |
| TRACTS             | 36,134  | 0.8269  |

| LOT AREA TABLE |         |        |
|----------------|---------|--------|
| LOT            | SQ. FT. | ACRES  |
| 1              | 3,349   | 0.0769 |
| 2              | 3,349   | 0.0769 |
| 3              | 3,349   | 0.0769 |
| 4              | 3,349   | 0.0769 |
| 5              | 3,349   | 0.0769 |
| 6              | 3,349   | 0.0769 |
| 7              | 3,349   | 0.0769 |
| 8              | 3,349   | 0.0769 |

| LOT AREA TABLE |         |        |
|----------------|---------|--------|
| LOT            | SQ. FT. | ACRES  |
| 9              | 3,349   | 0.0769 |
| 10             | 3,349   | 0.0769 |
| 11             | 3,349   | 0.0769 |
| 12             | 3,349   | 0.0769 |
| 13             | 3,349   | 0.0769 |
| 14             | 3,349   | 0.0769 |
| 15             | 3,349   | 0.0769 |
| 16             | 3,349   | 0.0769 |

| LOT AREA TABLE |         |        |
|----------------|---------|--------|
| LOT            | SQ. FT. | ACRES  |
| 17             | 3,349   | 0.0769 |
| 18             | 3,349   | 0.0769 |
| 19             | 3,349   | 0.0769 |
| 20             | 3,349   | 0.0769 |
| 21             | 3,349   | 0.0769 |
| 22             | 3,349   | 0.0769 |
| 23             | 3,349   | 0.0769 |
| 24             | 3,349   | 0.0769 |

| LOT AREA TABLE |         |        |
|----------------|---------|--------|
| LOT            | SQ. FT. | ACRES  |
| 25             | 3,349   | 0.0769 |
| 26             | 3,349   | 0.0769 |
| 27             | 3,349   | 0.0769 |
| 28             | 3,349   | 0.0769 |
| 29             | 3,349   | 0.0769 |
| 30             | 3,349   | 0.0769 |
| 31             | 3,349   | 0.0769 |
| 32             | 3,349   | 0.0769 |

| LOT AREA TABLE |         |        |
|----------------|---------|--------|
| LOT            | SQ. FT. | ACRES  |
| 33             | 3,349   | 0.0769 |
| 34             | 3,349   | 0.0769 |
| 35             | 3,349   | 0.0769 |
| 36             | 3,349   | 0.0769 |
| 37             | 3,349   | 0.0769 |
| 38             | 3,349   | 0.0769 |
| 39             | 3,349   | 0.0769 |
| 40             | 3,349   | 0.0769 |

| LOT AREA TABLE |         |        |
|----------------|---------|--------|
| LOT            | SQ. FT. | ACRES  |
| 41             | 3,349   | 0.0769 |
| 42             | 3,349   | 0.0769 |
| 43             | 3,349   | 0.0769 |
| 44             | 3,349   | 0.0769 |
| 45             | 3,349   | 0.0769 |
| 46             | 3,349   | 0.0769 |
| 47             | 3,349   | 0.0769 |
| 48             | 3,349   | 0.0769 |

| TRACT AREA TABLE |         |        |
|------------------|---------|--------|
| TRACT            | SQ. FT. | ACRES  |
| TRACT A          | 332,308 | 7.6207 |
| TRACT B          | 33,846  | 0.6832 |

| TRACT AREA TABLE |         |        |
|------------------|---------|--------|
| TRACT            | SQ. FT. | ACRES  |
| TRACT A          | 332,308 | 7.6207 |
| TRACT B          | 33,846  | 0.6832 |



| CURVE TABLE |        |        |            |
|-------------|--------|--------|------------|
| CURVE #     | LENGTH | RADIUS | DELTA      |
| 01          | 30.00  | 24.47  | 089°00'00" |
| 02          | 10.00  | 46.96  | 089°00'00" |
| 03          | 53.00  | 46.96  | 089°00'00" |
| 04          | 78.00  | 46.96  | 089°00'00" |
| 05          | 43.47  | 63.00  | 014°23'23" |
| 06          | 43.20  | 38.42  | 005°06'23" |
| 07          | 35.50  | 10.40  | 089°00'00" |

| CURVE TABLE |        |        |            |
|-------------|--------|--------|------------|
| CURVE #     | LENGTH | RADIUS | DELTA      |
| 08          | 30.00  | 16.42  | 089°00'00" |
| 09          | 30.00  | 16.42  | 089°00'00" |
| 10          | 30.00  | 16.42  | 089°00'00" |
| 11          | 30.00  | 16.42  | 089°00'00" |
| 12          | 30.00  | 16.42  | 089°00'00" |
| 13          | 30.00  | 16.42  | 089°00'00" |
| 14          | 30.00  | 16.42  | 089°00'00" |



**SURPRISE**  
ARIZONA

# QUESTIONS OR COMMENTS?

Thank You



## CITY OF SURPRISE Regular City Council Meeting

---

Council Meeting Date: March 2, 2021      Contact Person: Lloyd Abrams  
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 to vacate a portion of a public roadway (Deer Valley Road) Within Section 14, Township 4 North, Range 2 West, generally located west of Grand Avenue; Resolution # 2021-30.

### **Motion:**

I move to approve Resolution # 2021-030.

### **Background:**

Deer Valley Road was dedicated to Maricopa County in 1987 by Mr. and Mrs. Lorenat. When the City annexed this area, the rights to the easement were assumed by the City. North Copper Canyon Development has requested the City to vacate a 1.48 sliver of this road to assist in developing a portion of their land. The original easement was 150 feet in width. The City determined that the area requested to be vacated would not impact any future right of way needs for this road.

### **Objective Analysis:**

Approval of this item will allow the City to further be developed in this area.

### **Policy Compliant:**

Approval of this item is policy compliant. The proposed abandonment 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 no budgetary impact.

### **FTE Impact:**

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

### **ATTACHMENTS:**

1. 21.02.22 EVR Res 2021-30 Vacating part of DVR
  2. Location Map
-

## RESOLUTION # 2021-30

### A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, VACATING ITS INTEREST IN A PORTION OF A PUBLIC ROADWAY (DEER VALLEY ROAD) WITHIN SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, GENERALLY LOCATED WEST OF GRAND AVENUE

**WHEREAS**, pursuant to A.R.S. § 28-7205, the City may vacate a public roadway or a portion of a public roadway and vest title to the vacated roadway in the owner of the real property abutting the vacated roadway;

**WHEREAS**, pursuant to A.R.S. § 28-7215, if the governing body of a city determines that a public roadway has no public use or market value, the governing body may vacate the public roadway without compensation if the person taking the public roadway assumes the maintenance and liability of the property being vacated;

**WHEREAS**, upon annexation of Section 14, Township 4 North, Range 2 West into the City of Surprise, the City assumed all interests in public roadways within these sections, which included the portion of Deer Valley Road being vacated pursuant to this Resolution;

**WHEREAS**, the City Council has determined that the City no longer requires for transportation purposes or any other purpose a portion of Deer Valley Road, as described in the attached Exhibit A and depicted on the attached Exhibit B, which was dedicated to the City in Document 1987-440005, Maricopa County Recorder;

**WHEREAS**, the area being vacated is 1.48 acres;

**WHEREAS**, the portion of Deer Valley Road being vacated is located within what is now known as the North Copper Canyon Village Development; and

**WHEREAS**, the developer of the North Copper Canyon Village Development has proposed and the City Council approves vacation of this portion of Deer Valley Road.

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

**Section 1.** The City of Surprise hereby declares that the portion of Deer Valley Road, as legally described in Exhibit A and depicted on Exhibit B (the "Property"), is no longer needed for a public roadway and due to its size and fractured nature it has no market value to the City.

**Section 2.** The City of Surprise acknowledges that Courtland Land LLC, an Arizona Limited Liability Company, is the abutting landowner of the Property, and that

pursuant to ARS § 28-7205, title to the Property will vest in Courtland, upon the vacation of the City's interest in the Property.

**Section 4.** The City of Surprise acknowledges that Courtland Land, LLC shall assume the maintenance and liability of the Property upon the vacation of the City's interest in the Property.

**Section 5.** The City of Surprise hereby declares that it is vacating, without any additional compensation, any and all right, title, and interest it has in the Property to Courtland Land, LLC.

**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

DEER VALLEY PARCEL 1  
LEGAL DESCRIPTION

A PORTION OF LAND IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMENCING** AT A FOUND 2 INCH ALUMINUM CAP AT THE EAST QUARTER CORNER OF SAID SECTION 14, STAMPED "T4N R2W 1/4 S14 S13 RLS 35832 2003", THENCE NORTH 89°44'25" WEST, A DISTANCE OF 1,221.20 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, TO THE **POINT OF BEGINNING**.

THENCE CONTINUING ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 14, NORTH 89°44'25" WEST, A DISTANCE OF 89.70 FEET;

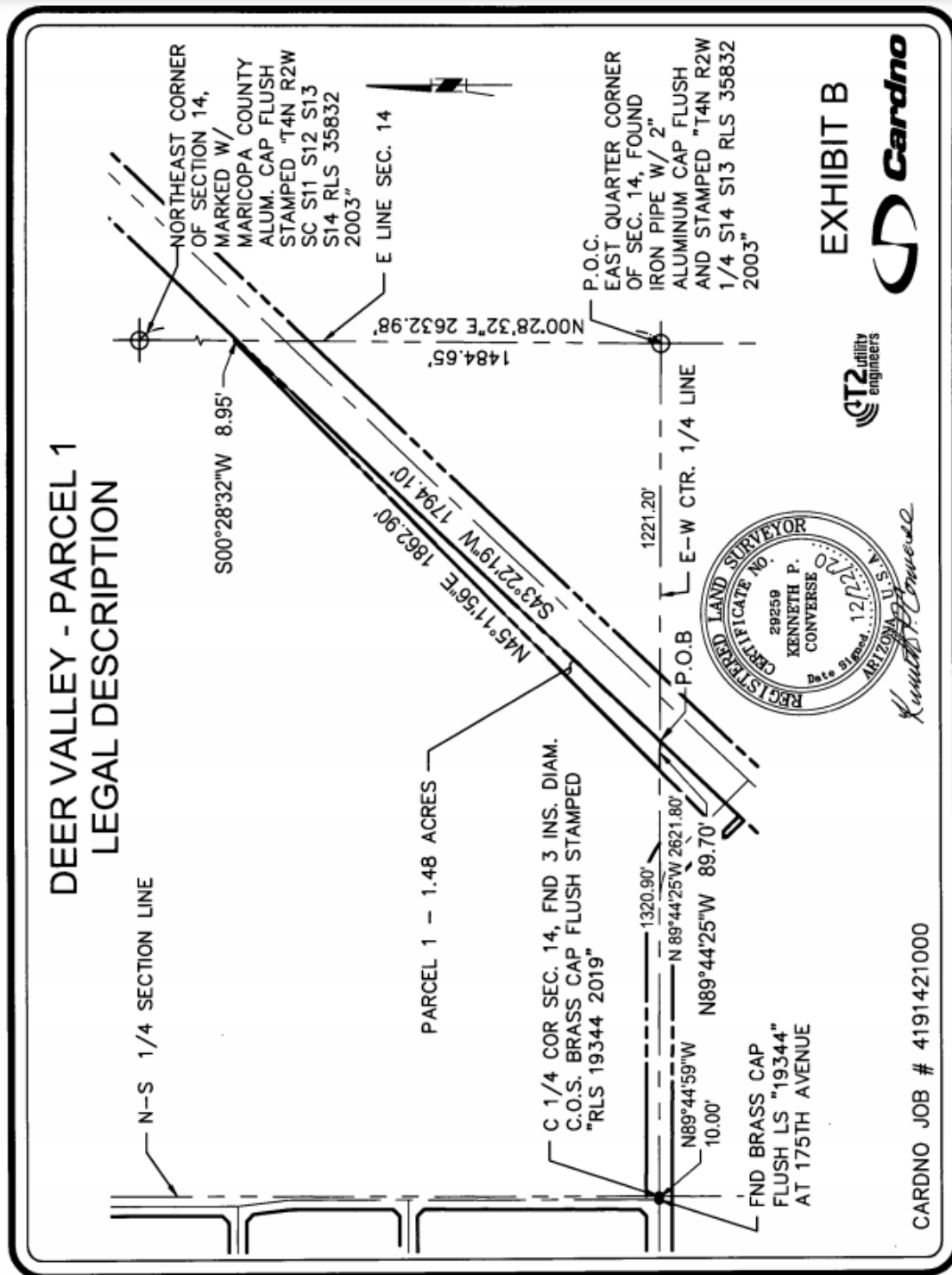
THENCE DEPARTING SAID SOUTH LINE OF THE NORTHEAST QUARTER, NORTH 45°11'56" EAST, A DISTANCE OF 1,862.90 FEET;

THENCE SOUTH 00°28'32" WEST, A DISTANCE OF 8.95 FEET;

THENCE SOUTH 43°22'19" WEST, A DISTANCE OF 1,794.10 FEET, TO THE **POINT OF BEGINNING**

CONTAINING 64,607.63 SQUARE FEET OR 1.48 ACRES, MORE OR LESS.







**HAPPY VALLEY RD**

**DEER VALLEY RD**

**W GRAND AV**

**163 AV**

Area of the Public Roadway Easement  
that is being vacated.





## CITY OF SURPRISE Regular City Council Meeting

---

Council Meeting Date: March 2, 2021      Contact Person: Robert Kuhfuss  
Submitting Department: Community Development      District: District 3  
Staff Recommendations: None

---

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

---

### **Agenda Wording:**

Consideration and action pertaining to the approval of the Master Final Plat entitled, "Toll at Prasada, Phase 2 Master Plat", dated January 18, 2021, an approximately 383 acre property generally located on Peoria Avenue west of Cotton Lane.

---

### **Motion:**

I move to approve the Master Plat entitled, "Toll at Prasada, Phase 2 Master Plat" and dated January 18, 2021.

---

### **Background:**

This case was continued from September 9, 2019. The subject request involves a Master Plat for Phase 2 of the Toll at Prasada project. The purpose of this Master Plat is to create various Tracts and Parcels, which will accommodate the proposed golf course and future development parcels as well as internal circulation. Individual home sites are not included with this plat; however, the individual Parcels created by this Master Plat will be re-platted in the future following approval of future Preliminary Plats.

---

### **Objective Analysis:**

The Maricopa Water District (MWD) required the applicant to enter into a Development Agreement with MWD and to establish a number of new easements intended to replace certain existing easements that currently encumber the property and interfere with the development plans for the site. The applicant addressed this issue with MWD and entered into a Development Agreement with the District.

---

### **Policy Compliant:**

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

---

### **Financial Impact:**

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

---

### **Budget Impact:**

There is no anticipated budget impact related to this item.

**FTE Impact:**

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

---

**ATTACHMENTS:**

1. 00 FS19-061 Toll at Prasada Phase 2 Master Plat 03-02-21 CC Staff Report
  2. 01 FS19-061 Toll at Prasada Phase 2 Master Plat Vicinity Map
  3. 02 FS19-061 Toll at Prasada Phase 2 Master Plat Case Map
  4. 03 FS19-061 Toll at Prasada Phase 2 Master Plat Signed
  5. 04 FS19-061 Toll at Prasada 03-02-21 CC Presentation
-

**Case:** FS19-061

**Project Name:** Toll at Prasada Phase 2 Master Plat

**Council District:** 3 - Mesquite

**City Council Date:** March 2, 2021 (Continued from September 5, 2019)

**Planner:** Robert H. Kuhfuss, AICP

---

**Owner:** Toll Prasada, LLC

**Applicant:** Aaron Insco of Toll Bros, Inc.

**Request:** Master Plat for Toll at Prasada Phase 2 within the Prasada PAD

**Site Location:** Generally west of Cotton Lane between Cactus Road and Peoria Avenue

**Site Size:** 383 acres (approx.)

**Density:** N/A

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

**Support/Opposition:** None known

**Findings:**

- The proposed Master Plat is consistent with the Prasada PAD.
- The proposed Master Plat is consistent with the Toll at Prasada Preliminary Plat as approved under FS17-394.
- The proposed Master Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

**Alternative Actions:**

**Approval** of the requested Master Plat will allow the developer to obtain civil permits and continue construction of the on-site infrastructure associated with Toll at Prasada Phase 2.

**Denial** of the requested Master Plat will deny the applicant the opportunity to continue construction associated with Toll at Prasada Phase 2 in the manner proposed.

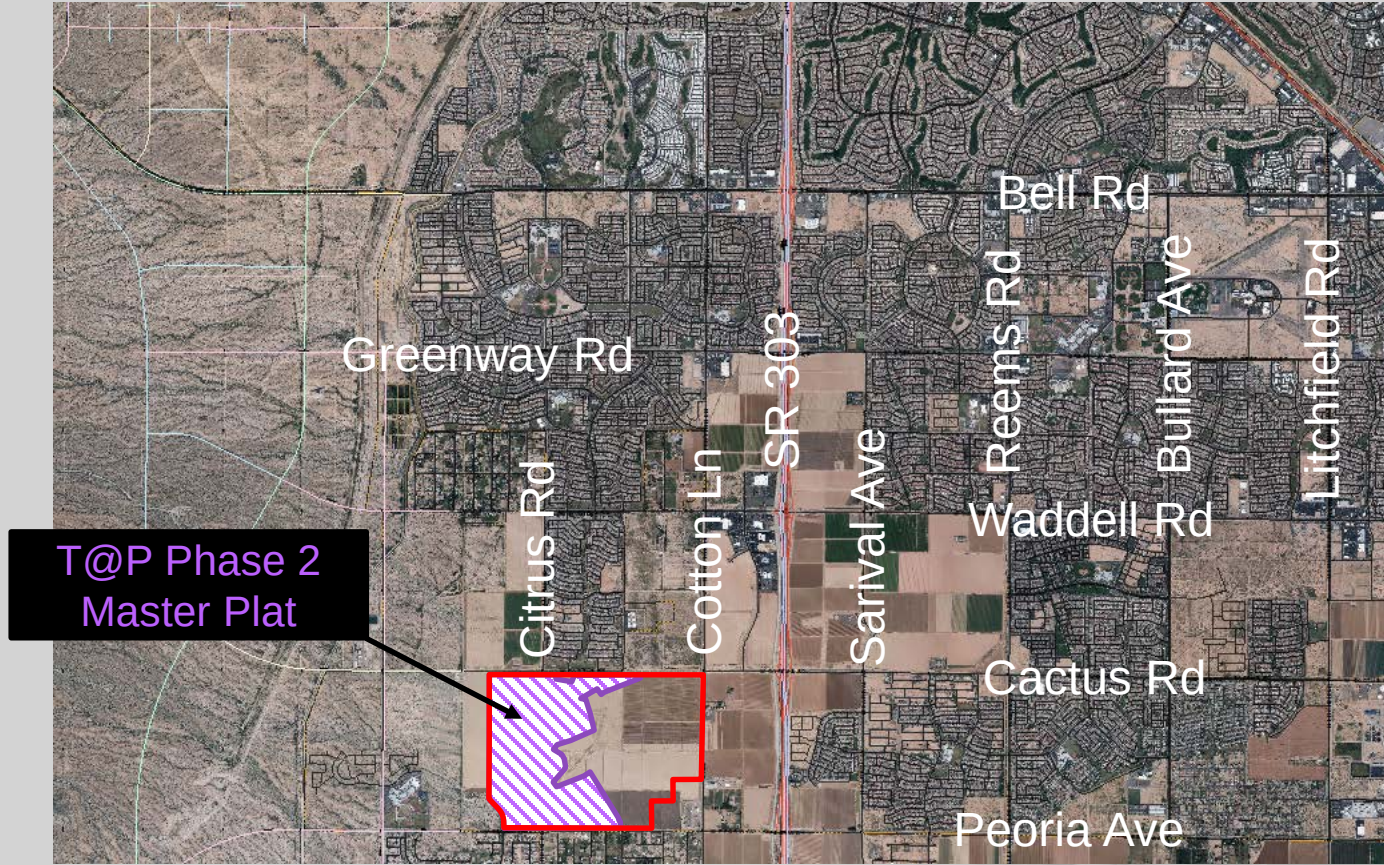


**Project Description:**

The subject request involves a Master Plat for Phase 2 of the Toll at Prasada project. The purpose of this Master Plat is to create various Tracts and Parcels, which will accommodate the proposed golf course and future development parcels as well as internal circulation. Individual home sites are not included with this plat; however, the individual Parcels created by this Master Plat will be replatted in the future following approval of future Preliminary Plats.

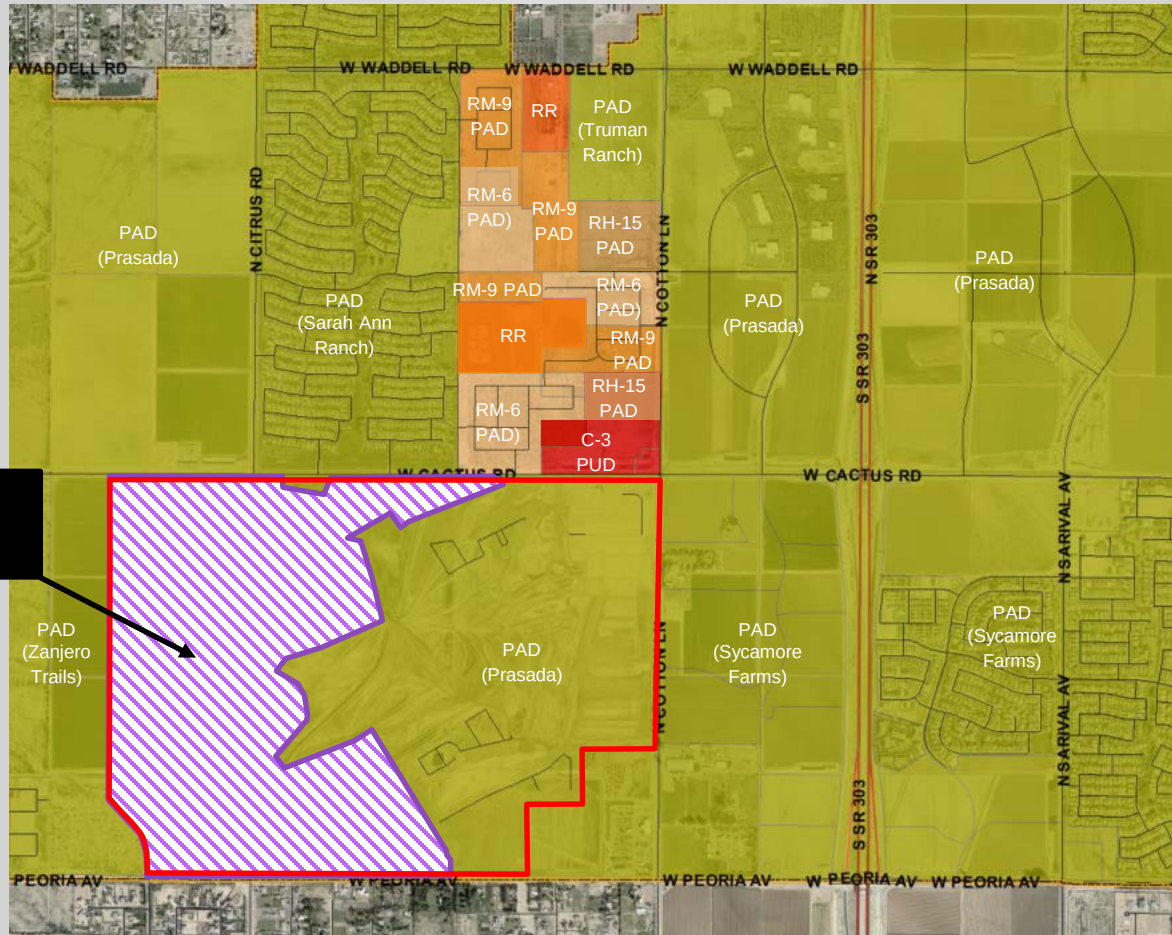
**Attachments:**

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



## FS19-061 Vicinity Map

T@P Phase 2  
Master Plat



# FS19-061 Case Map

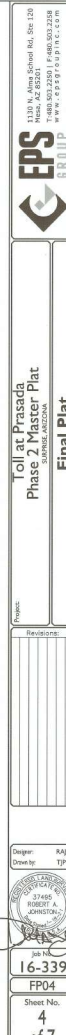








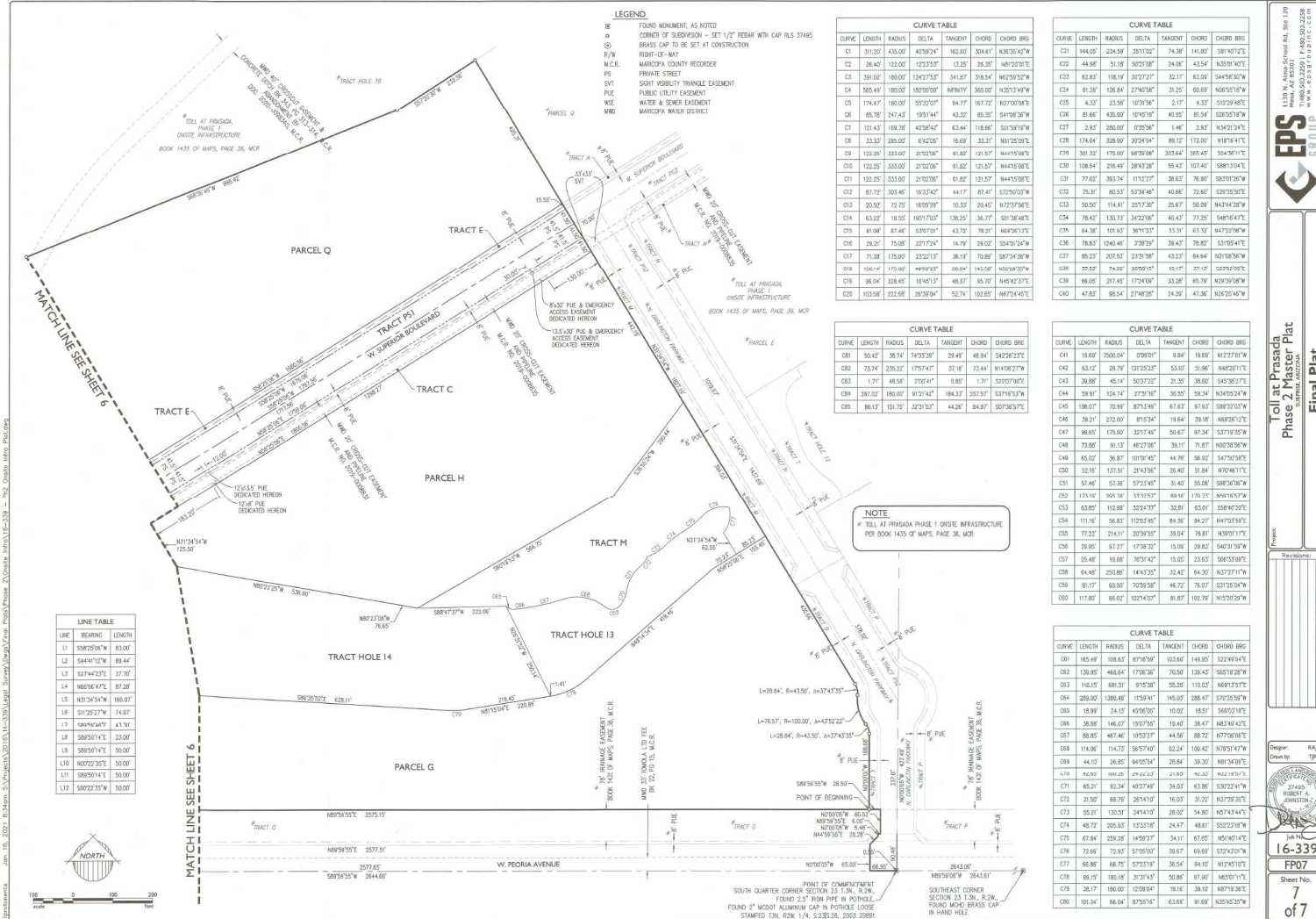












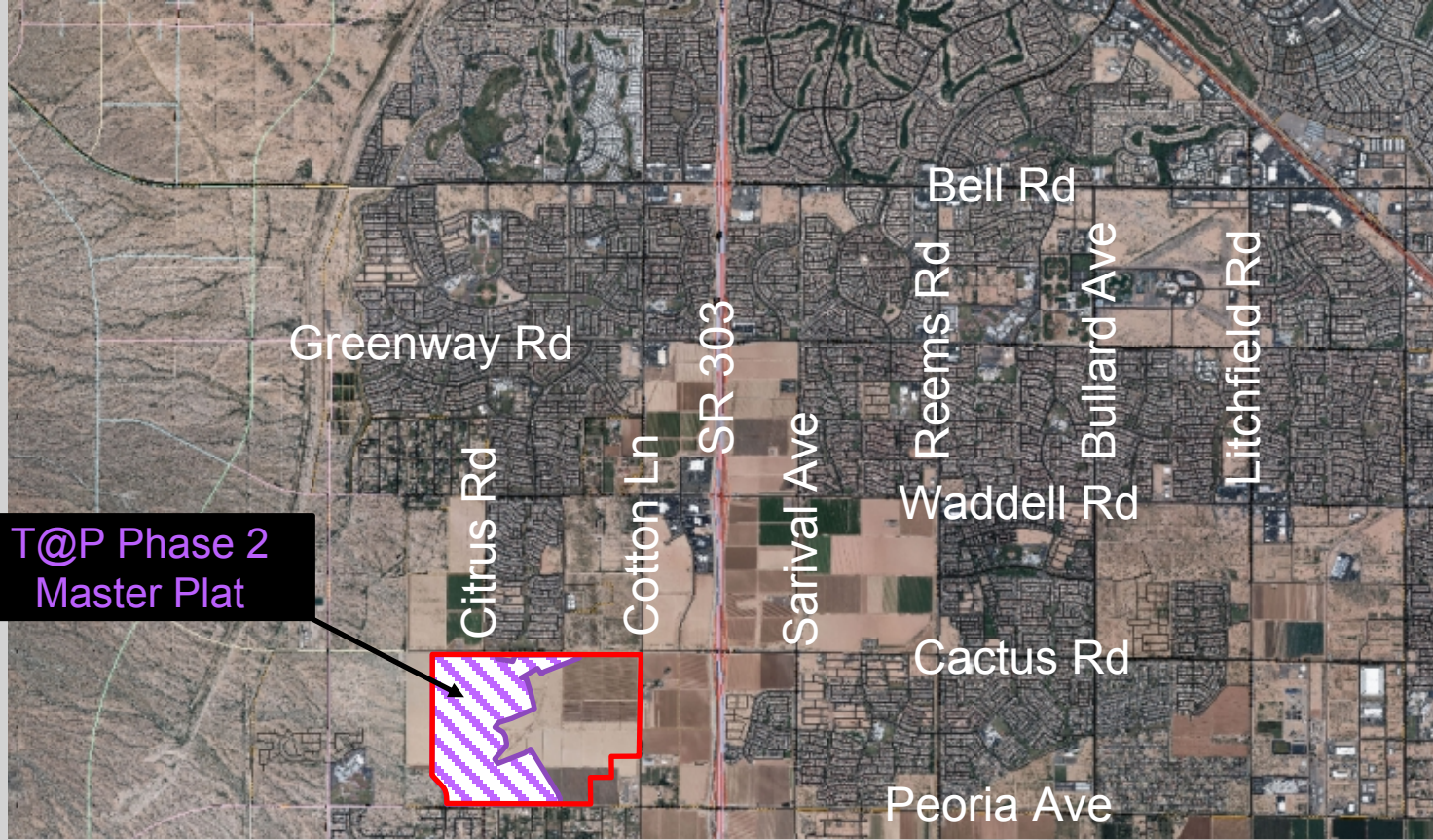




March 2, 2021 City Council

# Toll at Prasada

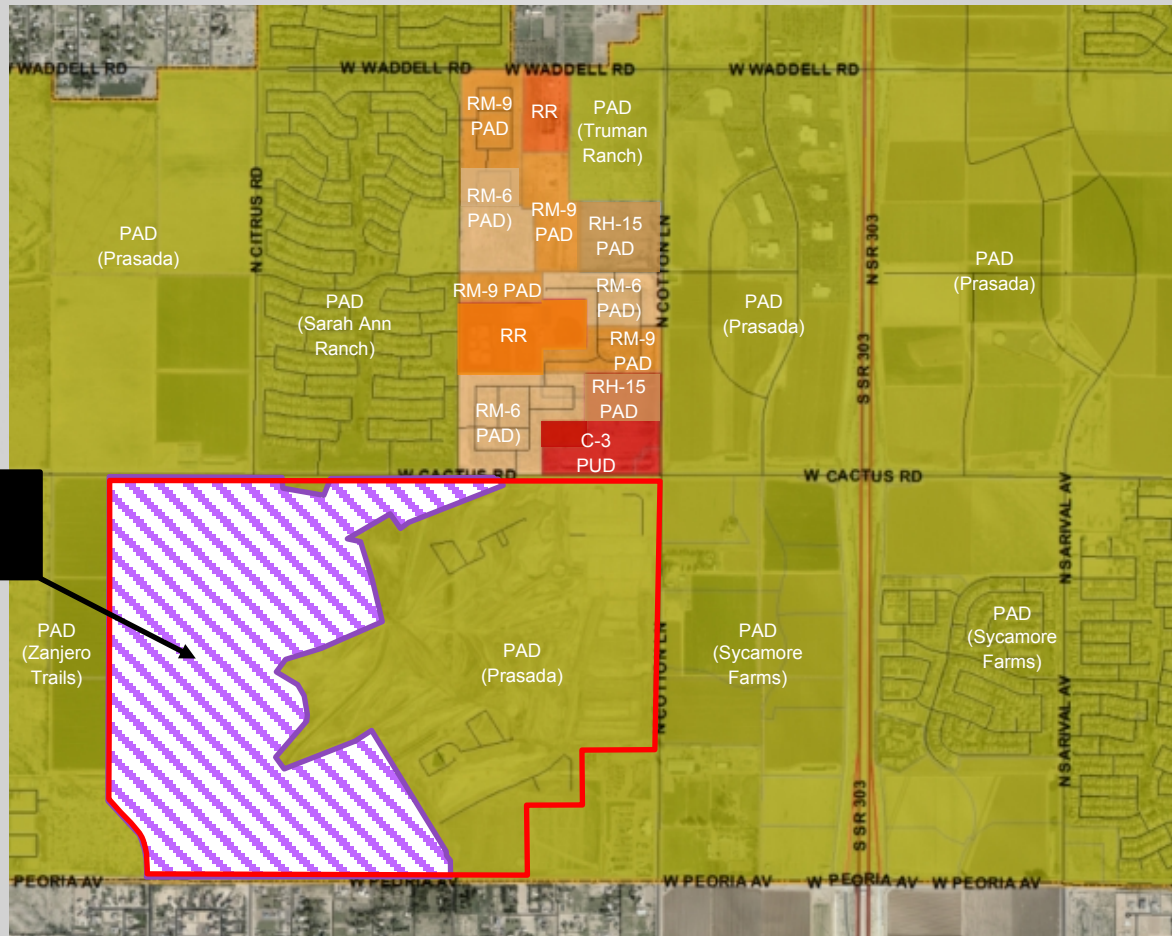
FS19-061 Phase 2 Master Plat



T@P Phase 2  
Master Plat

# Combined Vicinity Map

T@P Phase 2  
Master Plat



# FS19-061 Case Map





**KEY MAP**   
S.T.S.

| PANEL                      | AREA (SF)    | AREA (MG) |
|----------------------------|--------------|-----------|
| PANGL, G                   | 809,753.85   | 18.622    |
| PANGL, H                   | 590,508.08   | 13.523    |
| PANGL, I                   | 803,848.15   | 18.5975   |
| PANGL, J                   | 582,382.80   | 13.2670   |
| PANGL, K                   | 1,805,812.51 | 41.2880   |
| PANGL, L                   | 1,739,207.68 | 39.8880   |
| PANGL, M                   | 1,800,509.83 | 41.4250   |
| PANGL, N                   | 2,079,812.26 | 46.8880   |
| NEW MIL SITE 1-22 MODIFIED | (30,000.00)  | 0.675     |
| NEW MIL SITE 7-25C         | 22,800.00    | 0.516     |
| PANGL, O                   | 728,423.90   | 16.600    |
| PANGL, P                   | 1,883,576.89 | 42.818    |
| PANGL, Q                   | 646,138.54   | 14.501    |

[illegible][illegible]

**FS19-061**  
**Toll at Prasada**  
**Phase 2 Master Plat**





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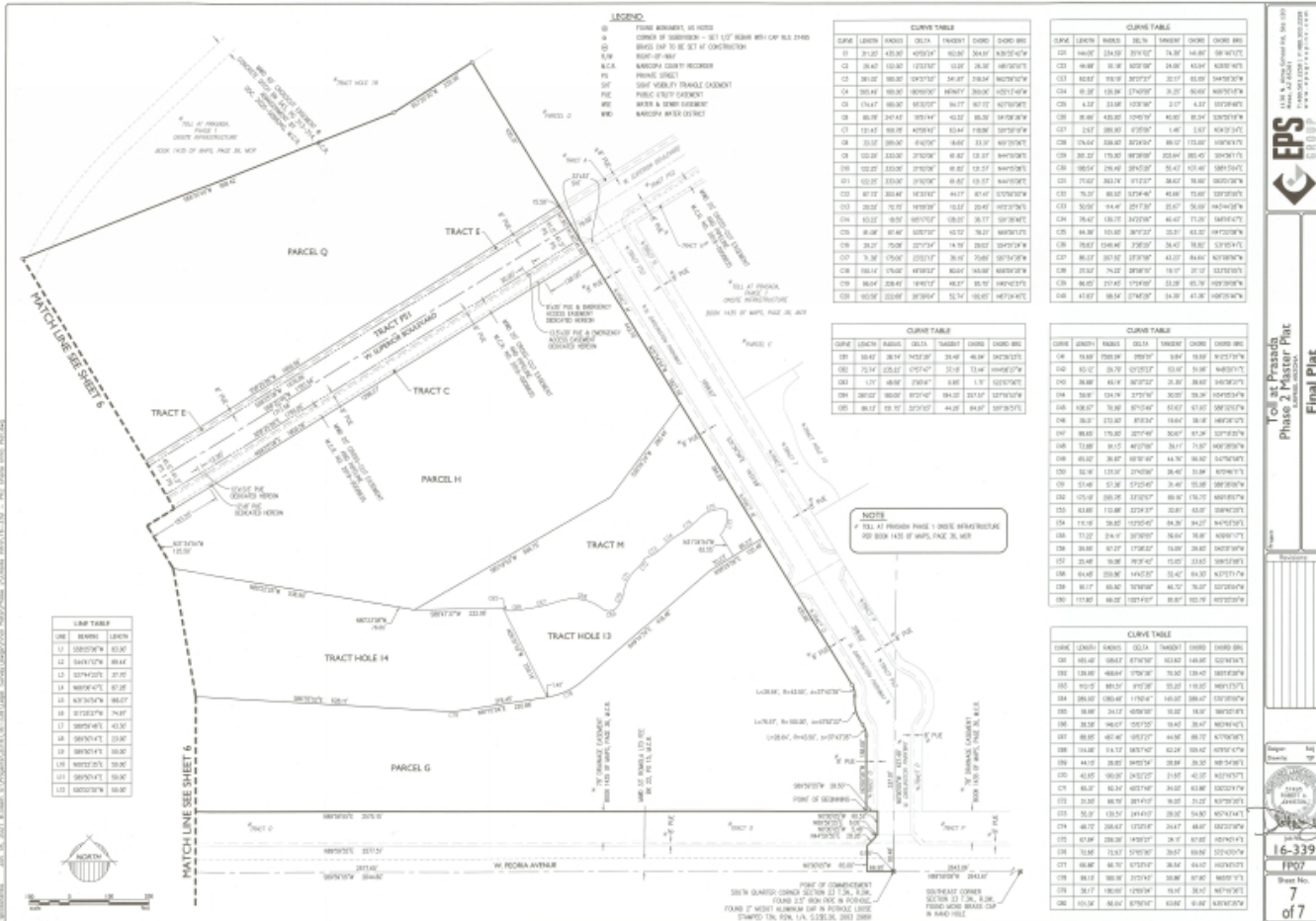


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# QUESTIONS OR COMMENTS?

Thank You



## CITY OF SURPRISE Regular City Council Meeting

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Council Meeting Date: March 2, 2021      Contact Person: Shirley Phan  
Submitting Department: Community Development      District: District 4  
Staff Recommendations: None

---

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

---

### **Agenda Wording:**

Consideration and action pertaining to the Valk Properties Two LLC application for the Original Town Site Incentive Program to pay for the building permit, building plan review, and development impact fees in the amount of \$143,295.57 relating to the construction of Platinum Storage, generally located within the Original Town Site south of Bell Road and west of El Mirage Road.

---

### **Motion:**

I move to approve the Valk Properties Two LLC application for the Original Town Site Incentive Program.

---

### **Background:**

Surprise Municipal Code Section 109-46 *et seq.* provides for the creation of infill incentive districts; specifically establishing the Original town site infill incentive district. Section 109-48 provides in pertinent part that new or expanding commercial development within the district may qualify for an one-hundred percent waiver of building permit, building plan review fees, and City of Surprise development impact fees.

The applicant is seeking incentives provided under this incentive program. The process as set forth in code provides that upon submission of an application, the Community Development Director shall process the request, make recommendations, and submit the request to the city council for final approval. The request, if approved, will reallocate \$143,295.57 from the General Operations General fund.

---

### **Objective Analysis:**

If approved, the requested incentives will provide 100 percent waiver of the building permit, building plan review, and development impact fees for a new Platinum Storage Facility.

---

### **Policy Compliant:**

This action and the process followed is consistent with the Surprise Municipal Code and Council Policy.

---

### **Financial Impact:**

The request, if approved, will waive \$143,295.57 in permit, plan review and development impact fees to be paid out of the General Fund.

The fees are outlined as follows:

Building Permit Fees-\$111,128.75  
Development Impact Fees- \$32,166.82  
Total- \$143,295.57

---

**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.

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**ATTACHMENTS:**

1. 01- FS19-750- Platinum Storage-Vicinity Map OTI
  2. 02- FS19-750- Platinum Storage- Site Plan OTI
  3. 03- FS19-750- Platinum Storage- Narrative OTI
  4. FS19-750- Platinum Storage-OTI 030221
  5. 000 - FS19-750 - Platinum Storage Facility OTI - CC Staff Report - 03022021 (Revised 2.23.21)
-

# VICINITY MAP

FS19-750 Platinum Storage OTI

Sun City West

State Lands

Bell Rd

Sun Ridge

Site

Sun Flower RV

Greasewood St

Village Dr

El Mirage Rd





December 11, 2020

**SENT VIA EMAIL**

c/o Shirley Phan  
Mayor and Council  
City of Surprise  
City Hall  
16000 N. Civic Center Plaza,  
Surprise, AZ 85374

Re: FS19-750 - Platinum Storage  
Proposed New Self-Storage Facility in Original Town Square

Dear Mayor and Council:

On behalf of LIV Group (“Platinum Storage”), we are pleased to inform you that we received Planning Commission approval for a new high-quality self-storage facility with a retail component and conference room space rentable by the public for a 1.91-acre vacant property located south of the southwest corner of El Mirage and Bell Road. The property is within the original town site and located south of an existing commercial center and north of the Quilceda Villa apartments and between El Mirage Road and North Village Drive East.

Now that Platinum Storage has received the zoning entitlement approvals, they come seeking City Council development incentives per the authority of the adopted Ordinance 2016-14, the City’s Infill Incentive District. This Ordinance authorizes the Council the ability to provide financial incentives to promote residential and commercial development within the Original Townsite.

**Background**

The Surprise Heritage District (“SHD”) is a zoning district that was created by City and placed over the city’s Original Town Site. The intent of this district was to aid in revitalization and to implement zoning regulations and design guidelines that would spur new development and help revitalize the original town site.

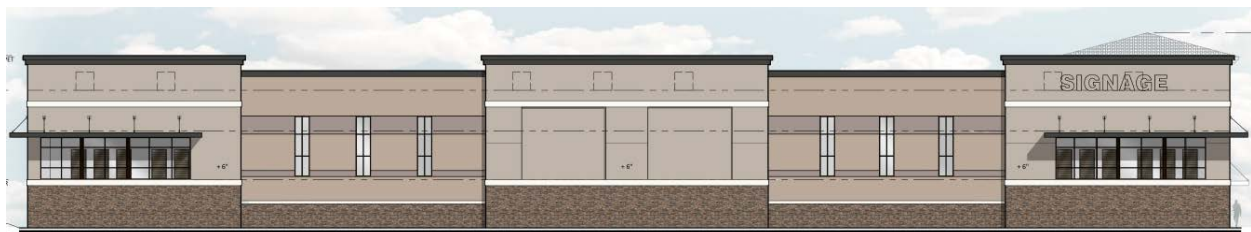
On June 18, 2020, Platinum Storage received approval from the Planning and Zoning Commission for a mixed-use development consisting of self-storage, retail, and conference room space rentable by the general public. The self-storage



component will be of premium design, consisting of approximately 141,083 square feet of storage area in a single, three-story building with a basement. All storage will be internal and climate controlled. Additionally, all loading and unloading will occur in an indoor, secure, and climate-controlled area.



North Elevation



South Elevation



West Elevation



East Elevation

The building will also house a retail component available to the general public. This associated retail area will be +/- 1,183 square feet and will sell boxes, locks, packing tape, box cutters, box labels, bubble wrap, packing foam, moving blankets and other related accessories. Although we expect self-storage customers to take advantage of this retail area, we also expect area residents to utilize it as well. This associated retail area will be located on the northeast portion of the building adjacent to El Mirage.

Finally, the building will also house an additional +/- 371 square-foot conference room space. This space is intended to be rented by the general public, including individual business owners, community organizations, charity groups, or others that need a locally located conference room to hold their meetings. This will be of particular value to the business incubator space located less than 500' to the west of the proposed building. Those businesses will be able to use this space to meet with clients, investors, and service providers in a secure and off-site space. We hope this space will be an instrument in moving forward the success of these budding businesses and be an aid in the creation of jobs for Surprise.

Platinum Storage will own this facility. A survey of self-storage operations around the valley reveals that such operations come in varying degrees of quality and design. But Platinum Storage seeks to be at the top end of the self-storage market in this area by developing a class-A facility.

### **Request**

Platinum Storage received Planning and Zoning Commission approval, purchased the property, submitted building plans for approval, and even paid the required review and permit fees. Per Staff, the time to seek the financial incentives from the Council's adopted City's Infill Incentive District (Ordinance 2016-14) is after receiving approval from the Planning and Zoning Commission and after filing and receiving permits. Hence the filing of this request at this time.

The Council's Ordinance authorizes the Council the ability to provide incentives to promote residential and commercial development within the Original Townsite. As mentioned above, our client is seeking development incentives from the City of Surprise, so they can proceed with development of their three-story self-storage facility that will be a new and added benefit to the area and the City.

In addition to the cost of the land, the property owners have incurred architectural and civil design fees on top of building permit fees. We are submitting this request on behalf of our client for Council's review and approval to offer development incentives for our client's project and to help offset the cost of the of the development and permitting. According to the development incentives ordinance adopted under Ordinance 2016-14, the Council may authorize 100% waiver of building plan review, building permits, and development impact fees. Attached are the review fees associated with development.

The proposed development is positioned to stimulate development in the immediate surrounding area. It brings new development during this difficult COVID time and to an area of the City which seeks new development. It will also bring new tax dollars to the City. We respectfully request the Council consider and approve the allowable incentive/reimbursement to help this project to move forward. Thank you for your consideration.

Sincerely,



**Taylor C. Earl**  
Partner

o (602) 265-0094  
tearl@earlcurley.com

TCE/RT/sp

O:\INDEX\LIV Group\Bell and El Mirage\Letters\Letter to Mayor and Council 11.4.20 (FINAL)\_REVISED 12.11.2020.docx

### Development Services Final Fees -UPDATED 11-13-2020

**Project: El Mirage Self Storage - 2020001907**

**Location: 16860 N El Mirage Rd - APN: 501-81-099N      FS19-750**

#### Building Permit and Plan Review Fees

|                                   |                     |
|-----------------------------------|---------------------|
| Building/Fire Permit              | \$66,855.00         |
| Building/Fire Plan Review         | \$43,455.75         |
| Landscape Permit                  | \$244.00            |
| Landscape Plan Review             | \$244.00            |
| Building Deferral (2)             | \$330.00            |
| <b>Total Building Permit Fees</b> | <b>\$111,128.75</b> |

#### Development Impact Fees

##### Warehousing/Office

|                           |                    |
|---------------------------|--------------------|
| Parks - 2020              | \$4,538.24         |
| Fire/EMS - 2020           | \$13,472.90        |
| Police - 2020             | \$6,523.72         |
| General Government - 2020 | \$3,970.96         |
| <b>Sub-Total</b>          | <b>\$28,505.82</b> |

##### Domestic Water Meter - 1 - 1"

|                            |                   |
|----------------------------|-------------------|
| Water Resource - El Mirage | \$0.00            |
| Water System - El Mirage   | \$0.00            |
| Wastewater - Surprise      | \$3,661.00        |
| Water Meter Installation   | \$0.00            |
| <b>Sub-Total</b>           | <b>\$3,661.00</b> |

**Total Development Impact Fees      \$32,166.82**

**Total permit, plan review and development impact fees      \$143,295.57**

2020001907 El Mirage Self Storage Final Fees.xlsx PZ info-for council presentat'n



**SURPRISE**  
ARIZONA

# **FS19-750**

## **Platinum Storage OTI**

City Council  
March 2, 2021



# VICINITY MAP

FS19-750 Platinum Storage OTI

Sun City West

State Lands

Bell Rd

Sun Ridge

Site

Sun Flower RV

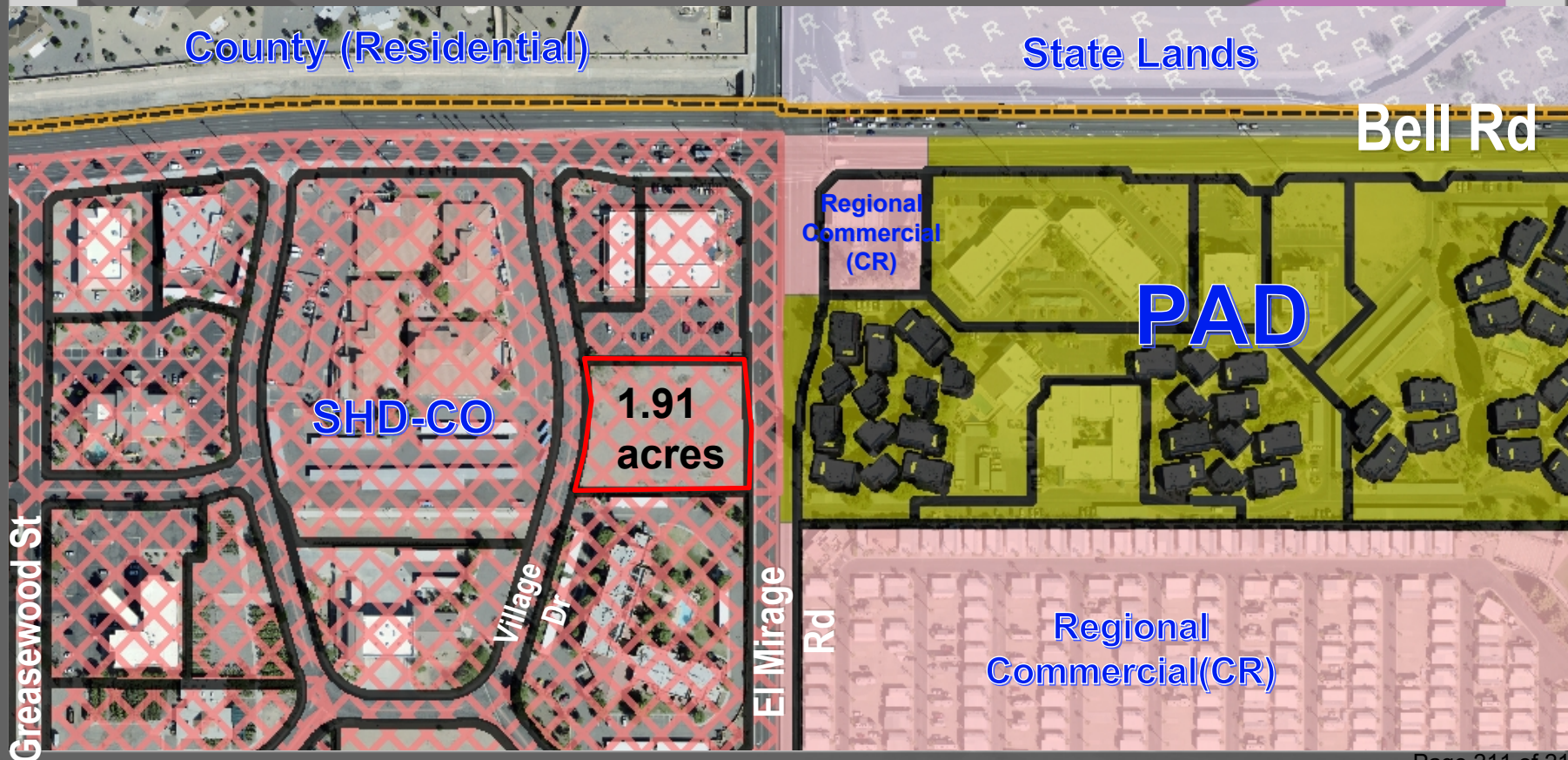
Greasewood St

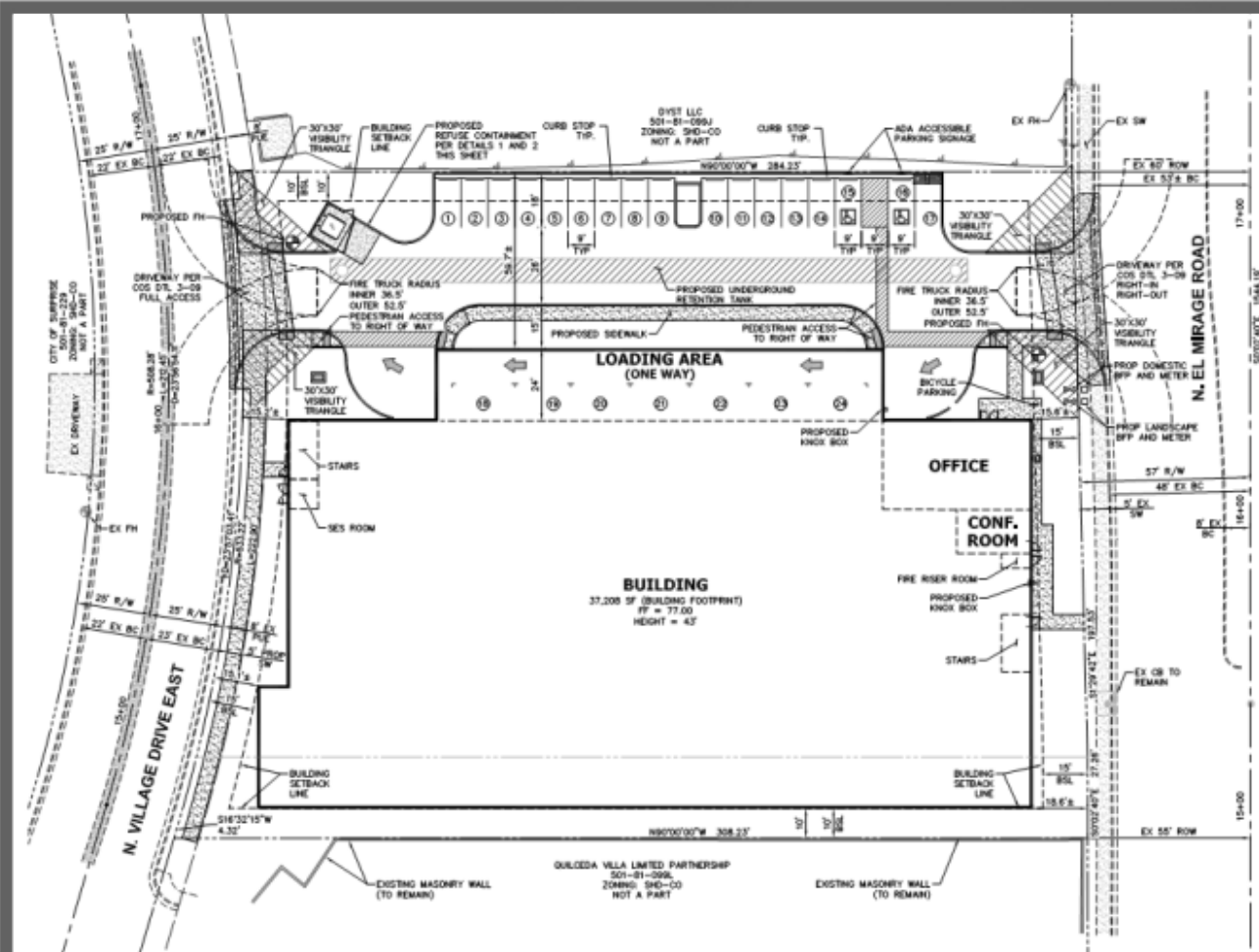
Village Dr

El Mirage Rd



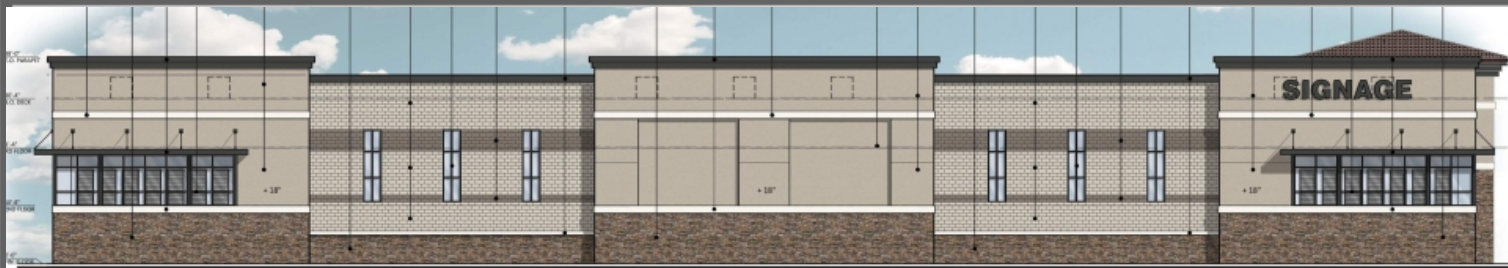
# CASE MAP



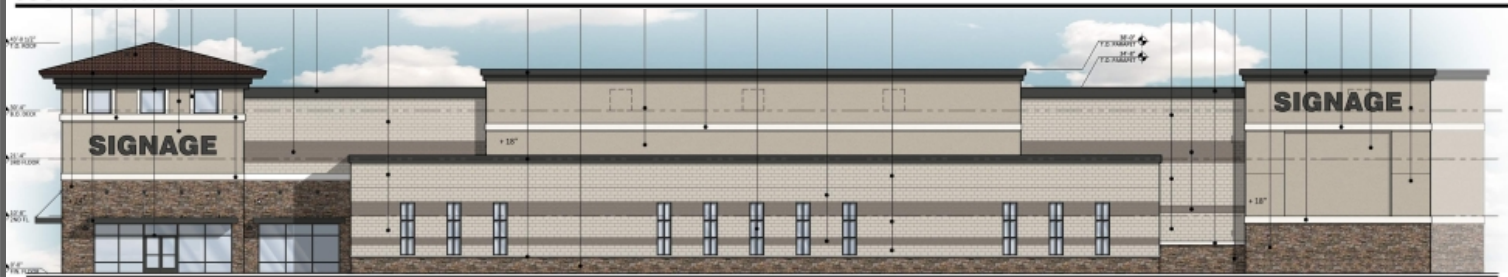


# Site Plan





**SOUTH ELEVATION**



**NORTH ELEVATION**



**EAST ELEVATION**

**WEST ELEVATION**



# INCENTIVES

| Fee Description                    | Fees to be Reimbursed |
|------------------------------------|-----------------------|
| Building Permit & Plan Review Fees | \$111,128.75          |
| Development Impact Fees            | \$32,166.82           |
| Total                              | \$143,295.57          |





# QUESTIONS OR COMMENTS?

Thank You



# ORIGINAL TOWN SITE INCENTIVE

## REPORT TO THE CITY COUNCIL

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**Case:** FS19-750

**Project Name:** Platinum Storage Original Town Site Incentive (OTI)

**Council District:** 4 - Mulberry

**City Council Date:** March 2, 2021

**Staff:** Shirley Phan, Planner I  
Chris Boyd, Community Development Director

---

**Owner:** Valk Properties Two LLC

**Applicant:** Taylor Earl of Earl and Curley P.C.

**Request:** The applicant is seeking incentives provided under the Surprise Municipal Code regarding the new construction for Platinum Storage Facility.

**Site Location:** Generally located on the south side of Bell Road and west of El Mirage Road

**Site Size:** 1.49 acres net (approx.)

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

**Support/Opposition:** No communication regarding support or opposition was received

32 **Project Description:**

33  
34 The applicant is seeking incentives provided under the Original Town Site Incentive  
35 program found in Section 109-48 of the Surprise Municipal Code. This program includes  
36 the 100 percent waiver of the building permit, building plan review, and Surprise  
37 development impact fees for projects located in the Original Town Site. The request, if  
38 approved, will reallocate \$143,295.57 from the General Operations General fund.  
39

40 **History:**

41 **December 6, 1960** - The subject parcel was part of the original incorporation of the Town of  
42 Surprise.

43  
44 **June 18, 2020** – A Conditional Use Permit for Platinum Storage was approved by the  
45 Planning and Zoning Commission.  
46

47 **Summary:**

48  
49 Platinum Storage will be located on the south side of Bell Road and west of El Mirage  
50 Road. On June 18, 2020, a conditional use permit was approved for a 3-story building  
51 with a basement, 141,083 square foot storage facility. The Original Town Site Incentive  
52 program will include the 100 percent waiver of the building permit, building plan review,  
53 and Surprise development impact fees for projects located in the Original Town Site. The  
54 request, if approved, will waive \$143,295.57 of fees for the applicant per sec 109-47, 48  
55 - Infill incentive and Sec. 122-69.1. - Surprise Heritage District (SHD), and will be paid out  
56 of the General Fund. The fees are outlined as follows:  
57

|    |                                        |                |
|----|----------------------------------------|----------------|
| 58 | • Building Permit and Plan Review Fees | - \$111,128.75 |
| 59 | • <u>Development Impact Fees</u>       | - \$32,166.82  |
| 60 | • Total                                | - \$143,295.57 |

61  
62 **Findings:**

- 63  
64
- The proposed grant of incentives to Platinum Storage Facility is consistent with the  
65 Surprise General Plan 2035.
  - The proposed grant of incentives to Platinum Storage Facility is consistent with the  
66 Surprise Municipal Code Section 109-48:
    - 67 ○ The property is zoned appropriately as SHD-CO
    - 68 ○ The project is a new qualifying commercial development
    - 69 ○ The applicant has remitted fees for the building permit, building plan review,  
70 and development impact fees associated with this project
  - 71 • The proposed grant of incentives to Platinum Storage Facility is consistent with the  
72 Specific Plan for the Revitalization of the Original Town Site  
73  
74

**Recommendation:**

Based on the findings by Community Development, at the direction of department director Chris Boyd, staff recommends the Mayor and City Council approve the subject incentive program application.

**Attachments:**

- 01 – Vicinity Map
- 02 – Site Plan
- 03 – Narrative