

CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, April 6, 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. Watch live on Cox channel 11, www.surpriseaz.gov/surprisetv, or the Surprise City Gov Facebook page at www.facebook.com/cityofsurprise.

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

Water Awareness Month Proclamation

E. City Manager Report

1. **COVID-19 update**

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. 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 March 16, 2021. | None

Sherry Aguilar
City Clerk |
| 3. | District 3 | Consideration and action to approve a liquor license request by Andrea Lewkowitz (Agent) for a Series 12 - Restaurant license (Job #139184) for Chipotle Mexican Grill #3642, located at 16810 W. Waddell Road, Surprise, AZ 85388. | None

Sherry Aguilar
City Clerk |
| 4. | District 3 | Consideration and action pertaining to approval of the Master Plat entitled, "Sycamore Farms (Paradisi)" and dated February 25, 2021, an approximately 196.43 acre real property generally located on the southeast corner of Cactus Road and Cotton Lane in the Sycamore Farms PAD; Case FS20-449. | None

Robert Kuhfuss
Community
Development |
| 5. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled, "North Copper Canyon Parcel 3.3", together with an associated Alternative Assurance Agreement, for a property generally located on the southwest corner of Pinnacle Peak Road and 183rd Avenue in the North Copper Canyon PAD; Case FS20-674. | None

Robert Kuhfuss
Community
Development |

6.	District 3	Consideration and action pertaining to approval of the Final Plat entitled, "Re-Plat of Lot 5, 'Amended Replat of Lot 3' " an approximately 92.31 acre real property generally located south of Waddell Road and east of Loop 303. (Case FS20-665)	None Shirley Phan Community Development
7.	Citywide	Consideration and action pertaining to approval of a Fiscal Year 2021 budget amendment reallocating appropriations in the amount of \$200,000 for contract building inspector services; Resolution #2021-38.	None Chris Boyd Community Development
8.	Internal	Consideration and action pertaining to approval of a Fiscal Year 2021 budget amendment utilizing personnel savings within the Finance Department for consulting services by moving budget authority of \$50,000 from the General Fund, Full-time Salaries to Professional and Outside Services; Resolution #2021-45.	None Andrea Davis Finance
9.	Citywide	Consideration and action pertaining to acceptance of a grant from the State of Arizona Department of Health Services and the Arizona Pediatric Disaster Coalition through Coyote Crisis Collaborative and approval of an amendment of the Fiscal Year 2021 budget reallocating appropriations of \$8,600 within the Grants Fund; Resolution #2021-37.	None Scott Smith Fire - Medical
10.	Citywide	Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by moving budget authority of \$56,800 from General Contingency to AZ GOHS Project G31372 and authorizing acceptance of a grant award from the AZ Governor's Office of Highway Safety (GOHS) for overtime expenses, materials, supplies, and equipment; Resolution # 2021-40.	None Geoffrey Leggett Police
11.	District 3	Consideration and action declaring the City's intention to establish a lighting improvement district entitled, "City of Surprise, Arizona, SU-CottonNCactus193" for the purpose of purchasing facilities and energy for lighting the public streets and parks pursuant to A.R.S. § 48-616; Resolution # 2021-35.	None Mike Gent Public Works
12.	Citywide	Consideration and action to formally deaccession the "Give Your Community a Hand" mural.	None Danielle Osborne Human Svcs and Comm Vitality
13.	Citywide	Consideration and action authorizing the Mayor and Council to approve an Intergovernmental Agreement between the City of Surprise and Maricopa County Department of Transportation (MCDOT) to perform routine or emergency roadway maintenance services through the Entente Program. Resolution 2021-42.	None Kristin Tytler Public Works

- | | | | |
|-----|------------|---|--|
| 14. | District 1 | Consideration and action to enlarge an existing lighting improvement district pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks for the SU-TieraVrdeEast185; Resolution No. 2021-39. | None

Mike Gent
Public Works |
| 15. | Citywide | Consideration and action pertaining to approval of an intergovernmental agreement (IGA) with other West Valley municipalities for the creation and participation in a Mobile Field Force for the purpose of providing a pool of specialized officers to be available, upon request, to assist in responding to volatile situations, incidents of civil disturbances, or events involving large crowds; Resolution #2021-18. | None

Geoffrey Leggett
Police |

REGULAR AGENDA ITEM - PUBLIC HEARING:

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|-----|----------|--|-----------------------------------|
| 16. | Citywide | Consideration and action finding and declaring that the continuation of a grant of a franchise to EPCOR Water Arizona Inc. is beneficial for the City of Surprise and calling a special franchise election to be held on November 2, 2021, to submit to the qualified electors of Surprise the question of whether a franchise shall be granted to EPCOR; Resolution #2021-23. | None

Robert Wingo
Legal |
|-----|----------|--|-----------------------------------|

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

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

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

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

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

L. Adjournment

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: April 1, 2021 at 12:20 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: April 6, 2021
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 6, 2021
Submitting Department: Mayor and Council
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:

Water Awareness Month Proclamation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 6, 2021

Contact Person: Michael Frazier, CITY
MANAGER

Submitting Department: City Manager Office

District: Citywide

Staff Recommendations: None

Consent: No	Regular: No	Public Hearing: No	Report/Discussion: Yes
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Agenda Wording:
COVID-19 update

Motion:
Emergency Manager Tracy Montgomery will update the Council on Banner Health Northwest POD site.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 6, 2021
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Citywide

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

Agenda Wording:

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

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. March 16 REG
 2. Work Session 3162021
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CITY OF SURPRISE
Regular City Council Meeting Minutes
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, March 16, 2021 @ 6:00PM

Call To Order

Invocation

Led by Jenica Assal.

Roll Call

Mayor Hall called to order the Regular City Council Meeting of March 16, 2021 at 6:00 PM at Surprise City Hall Council Chambers, 16000 N Civic Center Plaza, Surprise, Arizona 85374. Also in attendance with Mayor Hall were Vice Mayor Duffy and Council Members Hastings, Remley, Judd, Winters and Cline.

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

Pledge of Allegiance

Proclamation and Community Acknowledgements

Small Business Development Center Day - Presented to Jeffrey Swenson

Fix-A-Leak Month Proclamation - Presented to Amy Peterson - Water Resources

1. * Proclamation for Small Business Development Center Day.

City Manager Report

1. Reports

City Clerk Report

Reports

1. Consideration and action to appoint the following Board/Commission vacancies: Emmanuel Ogutu to fill the remainder of the term through June 30, 2022 for the City Audit Committee; Patricia Blaisdell to fill the remainder of a term through June 30, 2023 for the Parks and Recreation Commission; and 2 vacancies for the Veterans, Disability and Human Services Commission, Gwen Mendez to fill the remainder of a term through June 30, 2022 and John Billcheck to fill the remainder of a term through June 30, 2024 - APPROVED

Council Member Winters made the motion to approve the Board/Commission appointments. Council Member Cline seconded the motion. Seven yes votes, motion carried.

Call To The Public

Regular City Council Meeting Agenda

CONSENT AGENDA:

Council Member Winters made the motion to approve the consent agenda. Vice Mayor Duffy seconded the motion. Seven yes votes, motion carried.

2. Consideration and action on the minutes of the Special City Council Meeting and Executive Session of February 26, 2021 and the Regular City Council Work Session, Regular City Council Meeting and Executive Session of March 2, 2021 - APPROVED

3. Consideration and action to approve a request by Jeffrey Craig Miller (Agent) for a Series 12 Restaurant liquor license request for Over Easy located at 14345 W. Bell Road, #102, Surprise, AZ 85374 - APPROVED

4. Consideration and action pertaining to approval of the Final Plat entitled, "Toll at Prasada, Phase 1 Golf Re-plat" and dated November 24, 2020, an approximately 68.28 acre property generally located west of Cotton Lane between Peoria Avenue and Cactus Road - APPROVED

5. Consideration and action to approve a grant of Utility Easement to APS at the Ready and Evidence Building near 134th Drive and Westgate - APPROVED

6. Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) with other West Valley municipalities for the creation and participation in a Critical Incident Investigative Response Team; Resolution #2021-17 - APPROVED

7. Consideration and action pertaining to the conditional acceptance of certain streets and public utility improvements at Fulton Homes Escalante – Parcel 2, generally located at N. 161st Drive and W. Asante Boulevard; Resolution # 2021-31 - APPROVED

-

8. Consideration and action pertaining to acceptance of the City's Arizona Lottery Fund (ALF) allotment for FY2021 in the amount of \$347,127; Resolution #2021-32 - APPROVED

9. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating budget authority of \$27,000 within the Municipal Arts Fund to establish Project R51010, Gallery 37, to further the City's Public Art Program; Resolution # 2021-36 - APPROVED

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

10. Consideration and action pertaining to approval of the 1.3% for the Arts funded project to be installed at the site of the new Fire Station 308 - APPROVED

Danielle Osborne, HSCV and Margaret Lieu, Chair of the Arts Commission and Deborah Welsh, Vice-Chair gave a powerpoint presentation on this item.

Council Member Judd asked for clarification on height of the letters and the placement of the base.

Mayor Hall asked about lighting for this piece. He further commented that lighting on art pieces really make the art stand out.

Council Member Hastings commented that this is fantastic. He agreed that lighting will make this piece much more visible and is glad that Fire Department was involved in the process.

Council Member Judd made the motion to approve the 1.3% for the Arts funded project to be installed at the site of the new Fire Station 308. Council Member Cline seconded the motion. Seven yes votes, motion carried.

11. Consideration and action pertaining to approval of the Map of Dedication entitled, "Toll at Prasada – Peoria Avenue -- Phase 3" and dated April 20, 2020, an approximately 1.89 acre property generally located on the northern half of Peoria Avenue, west of the Citrus Road alignment - CONTINUED INDEFINITELY

Council Member Judd made the motion to continue Toll at Prasada - Peoria Avenue, Phase 3 indefinitely. Council Member Cline seconded the motion. Seven yes votes, motion carried.

12. Consideration and action directing the recordation of a blank petition setting forth the legal description and map of the proposed annexation in case FS20-739 Enclave IV at Paloma Creek; Resolution # 2021-34 - APPROVED

Joshua Mike, City Planner gave a powerpoint presentation on this item.

Council Member Winters asked for clarification on the zoning change. What was the public outreach on this?

Mr. Mike - RR in the County to RR in the City, then RM5. There was significant concern from the neighboring residents. They are concerned about wildlife trail and access to 159th Avenue were the major concerns.

Mayor Hall asked if the west boundary is 158th.

Mr. Mike - No, 159th, 158th doesn't exist.

Council Member Judd asked how many property owners border this project.

Mr. Mike - Approx. 10 with one owner.

Public Comments: Jane Peiffer - Commented that there was significant concerns from all residents, every resident is opposed to this project. Not just because of traffic, natural vegetation, concerned with vast change in density, what services will the City provide to this area. Will increase crime rates, community services, and destruction of the property in its natural habitat. I find it interesting that Mr. Zanders has not filed his property deeds. This has flown under the radar. We were not properly notified of this meeting. This is unacceptable and shady.

Council Member Hastings - Is Mr. Zanders available to address the callers

concerns? Has the owner heard the public comments from Jane Peiffer?

Mr. Zanders commented that yes he did, and that 4 or 5 residents attended the public meeting. We have fully disclosed what we are doing with all the surrounding property owners.

Council Member Hastings questioned sign requirements.

Mayor Hall commented that this piece is part of a 200 acre project and asked how far the fire station is.

Approx. 1/2 mile.

Vice Mayor Duffy made the motion to approve Resolution 2021-34. Council Member Judd seconded the motion. Seven yes votes, motion carried.

13. Consideration and action directing the recordation of a blank petition setting forth the legal description and map of the proposed annexation in case FS20-732 Enclave III at Paloma Creek; Resolution # 2021-33 - APPROVED

Joshua Mike, City Planner gave a powerpoint presentation on this item.

Public comments: Jane Peiffer - Enclave 111 makes much more sense from the previous project. This does fit better with the overall plan. That area does tend to be more of a closer community as other projects in the area

Council Member Hastings asked for clarification. This is the applicants land, correct?

Mr. Mike - Yes correct trying to bring this into the City limits.

Council Member Winters made the motion to approve Resolution 2021-33. Council Member Cline seconded the motion. Seven yes votes, motion carried.

Other Business and Future Agenda Items

City Council Reports

Council attended and/or reported on the following:

Council Member Cline - 2nd shot of COVID; March 10th 2nd virtual district meeting; Bell West Ranch HOA Meeting; Surprise City Academy last week; MAG Human Services and Community Initiatives Committee Meeting; met with President of Ottawa; Broadband Program; Sun City Grand Board Meeting; next in person meeting in Sun City Grand.

Council Member Winters - Participated in City Academy; met with Don Simpson, new VP at Ottawa.

Council Member Judd - one on one meetings with residents at Spenser's Place; couple of small businesses opened here My Barber Shop and My Nail Spa; crashed Vice-Mayor's Meet and Greet at Spenser's Place; shout out to Bryan on the Youth Council, met last week.

Council Member Hastings - Crumbles Cookies coming to Surprise, fantastic cookies; Amazon sign is up, huge for Surprise residents, 300 jobs; participated with the City Academy

Council Member Remley - City Academy; school tax credit donation still time to file; 4th Wed., of April, restart monthly meetings in District 4.

Vice Mayor Duffy - slowly getting back to normal; City Academy; met with VP of Ottawa.

Mayor Hall - Eggstravaganza, March 29th - April 3rd; National City Survey online.

Executive Session

Adjournment

Council Member Winters made the motion to adjourn the Regular City Council Meeting of March 16, 2021 at 7:12 PM. Vice Mayor Duffy Seconded the motion. Seven yes votes, motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

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

Sherry Ann Aguilar, City Clerk, MMC

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

Tuesday, March 16, 2021 @ 5:00PM

Call To Order

Roll Call

Mayor Hall called to order the Regular City Council Work Session of March 16, 2021 at 5:00 PM at Surprise City Hall Council Chambers, 16000 N Civic Center Plaza, Surprise, Arizona 85374. Also in attendance with Mayor Hall were Vice Mayor Duffy and Council Members Hastings, Remley, Judd, Winters and Cline.

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

Pledge of Allegiance

Call To The Public

Regular City Council Work Session Agenda

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation and discussion pertaining to the proposed Arts & Culture Grant program - NO ACTION

Danielle Osborne, HSCV gave an introduction for the powerpoint presentation and turned over to Margaret Lieu, Arts and Cultural Advisory Commission Chair, Margaret Lieu and Vice-Chair Deborah Welsh for discussion pertaining to the proposed Arts and Cultural Grant Program.

Council Member Judd asked for clarification on the budget details related to the award recipients.

Vice Mayor Duffy inquired about what we fund vs. what we don't fund. Please

elaborate on an outdoor celebration and how this can be determined.

Ms. Lieu, gave scenarios to explain the difference. Has to have an art component to an outdoor event.

Vice Mayor Duffy asked staff to make this clearer in the documents being presented for approval.

Mayor Hall asked about capital construction and asked for clarification about the temporary art structures.

Council Member Remley asked about the Surprise Pop Band and how it is funded.

Seth Dyson, HSCV Director commented that the City has a small service agreement to sponsor this band through our budget. Cover rental fee costs.

Mayor Hall asked about the performance at Valley Vista High School and how it is paid for.

Mr. Dyson commented that he was not sure how they cover all of their costs, maybe through tickets sales, etc. Will encourage them to apply through the grant program.

Executive Session

Adjournment

Council Member Hastings adjourned the Regular City Council Work Session of March 16, 2021 at 5:17 PM. Council Member Winters seconded the motion. Seven yes votes, motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

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

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 6, 2021
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: District 3

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

Agenda Wording:

Consideration and action to approve a liquor license request by Andrea Lewkowitz (Agent) for a Series 12 - Restaurant license (Job #139184) for Chipotle Mexican Grill #3642, located at 16810 W. Waddell Road, Surprise, AZ 85388.

Motion:

I move to approve a liquor license request by Andrea Lewkowitz (Agent) for a Series 12 - Restaurant license (Job #139184) for Chipotle Mexican Grill #3642, located at 16810 W. Waddell Road, Surprise, AZ. 85388.

Background:

Objective Analysis:

Policy Compliant:

This license request follows all City and State guidelines.

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. chipotle appl
2. Chipotle Mexican Grill Inc dba Chipotle Mexican Grill #3642_Memo to Clerk_20210322
3. FIRE 16810 W Waddell Chipotle Liquor License
4. Police Chipotle - Waddell - Mar '21
5. CD Chipotle, 16810 W Waddell Rd Liquor License MAP

6. CD Chipotle, 16810 W Waddell Rd Liquor License REPORT



City Clerk's Office

Date: March 11, 2021

To: Lloyd Abrams/James Stewart – Community Development
Police Department, Greg Welch/Chris Tovar - PD
Keith Tanner/Tom Abbott/Kevin Spirlong – Fire
Stacie McQuarrie, Business License Technician

From: Sherry Ann Aguilar - City Clerk, MMC

Re: **Liquor License Application:** CHIPOTLE MEXICAN GRILL #3642,
16810 W. WADDELL ROAD, SURPRISE, AZ 85388 - **SERIES 12 – RESTAURANT Job # 139184.**

The above referenced application has been submitted for consideration by the Surprise City Council at their **Regular Council Meeting** scheduled for:

Council Meeting Date: **Tuesday, April 6, 2021 - 6:00 p.m.**

REPORT DUE DATE TO CITY CLERK

A copy of the application is attached for your review and comments. Please provide a written statement regarding this application by no later **than Wednesday, March 31, 2021 - noon.** as the questions apply to your respective departments to the City Clerk.

COMMUNITY DEVELOPMENT DIRECTOR (Please respond to the following questions):

- 1) The number and series of licenses in close proximity of establishment.
- 2) The residential and commercial population of the community and its likelihood of increasing, decreasing or remaining static.
- 3) The residential and commercial population in close proximity.
- 4) The effect or impact of the proposed premises on businesses or residential neighborhood whose activities might be affected by granting the license.

- 5) Review to ensure that parking space requirements meet City Code.
- 6) If the applicant has not applied for rezoning or has applied for rezoning but the requested zoning is not appropriate for a business as detailed in the application, the “**Denial**” can be given by the Zoning Division, and the reasons such denial are detailed on the Review Form.

POLICE DEPARTMENT (Please respond to the following questions):

- 1) Evidence concerning the nature of the proposed business, its potential market and its likely customers.
- 2) Effect of vehicular traffic in close proximity.
- 3) The history for the past five (5) years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report(s) of such activity at least 20 days before the hearing by the board.
- 4) Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.
- 5) Appropriateness of series license requested.

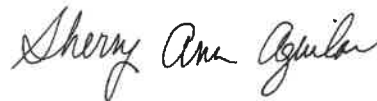
FIRE MARSHALL (Please respond to the following questions in written form):

- 1) Review property to ensure building or plot plan is in compliance with applicable fire codes.

TAX AND LICENSE DIVISION (Please respond to the following questions in written form):

- 1) Review to ensure that applicant has current business license, or has been contacted by Tax and Licensing regarding the need for a business license or is in the process of applying for a business license (whichever is applicable).

Please contact me if you have any questions – 222-1220.



City Clerk, MMC



City Clerk's Office
Sherry Ann Aguilar, City Clerk
16000 N. Civic Center Plaza
Surprise, AZ 85374
Ph: 623-222-1200
Fax: 623-222-1001

March 11, 2021

ANDREA LEWKOWITZ
CHIPOTLE MEXICAN GRILL #3642
16810 W. WADDELL ROAD
SURPRISE, AZ 85388

SERIES 12 – RESTAURANT - APPLICATION # 139184

E-Mail: JERRY@LEWKLAW.COM

Dear Ms. Lewkowitz:

Please be advised that we are in receipt of your request for a Series 12 – Restaurant liquor license for **CHIPOTLE MEXICAN GRILL #3642**, 16810 W. WADDELL ROAD, SURPRISE, AZ 85388.

The notice for the applications has been posted on the property and will need to remain posted until the public hearing has taken place.

You are hereby notified that your presence is being requested by phone, due to City Hall being closed due to COVID by the City of Surprise Mayor and Common Council for the regular scheduled Council Meeting to be held on:

Tuesday, April 6, 2021 - 6:00 p.m.
Surprise City Hall - Council Chambers
16000 N. Civic Center Plaza

Upon receipt of this correspondence, please acknowledge receipt by email to clerk@surpriseaz.gov and advise who will be representing you at this meeting. Your cooperation is greatly appreciated.

If you have any questions, please call 623-222-1220.

Sincerely,

City Clerk, MMC

PUBLIC HEARING NOTICE

Notice is hereby given that the Surprise City Council will conduct a public hearing on **Tuesday, April 6, 2021 - 6:00 p.m.**, for the following liquor license request: ANDREA LEWKOWITZ **CHIPOTLE MEXICAN GRILL #3642**, 16810 W. WADDELL ROAD, SURPRISE, AZ 85388 for a **SERIES 12 – RESTAURANT Job # 138821**. A public hearing will be held in the City Council Chambers – 16000 N. Civic Center Plaza, Surprise, Arizona 85374. Due to COVID, City Hall is closed to public attendance, but the public may participate by phone by calling **623-222-1250**.

State of Arizona
Department of Liquor Licenses and Control

Created 03/09/2021 @ 08:11:26 AM

Local Governing Body Report

LICENSE

Number:	Type:	012 RESTAURANT
Name:	CHIPOTLE MEXICAN GRILL #3642	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	16810 W WADDELL ROAD SURPRISE, AZ 85388 USA	
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA	
Phone:	(000)000-0000	
Alt. Phone:	(602)200-7222	
Email:	JERRY@LEWKLaw.COM	

AGENT

Name:	H J LEWKOWITZ
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	JERRY@LEWKLaw.COM;ANDREA@LEWKLaw.COM

OWNER

Name: CHIPOTLE MEXICAN GRILL INC
Contact Name: HJ LEWKOWITZ
Type: CORPORATION
AZ CC File Number: F08655706 State of Incorporation: DE
Incorporation Date: 02/05/1999
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: JERRY@LEWKLAW.COM

Officers / Stockholders

Name:	Title:	% Interest:
BRIAN ROBERT NICCOL	CEO/Director	
JOHN ROBERT HARTUNG	Treasure,Director,CFO	
ROGER EMMANUEL THEODOREDIS	SEC/GEN COUNSEL	

**CHIPOTLE MEXICAN GRILL INC -
Treasure,Director,CFO**

Name: JOHN ROBERT HARTUNG
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (303)595-4000
Alt. Phone:
Email:

CHIPOTLE MEXICAN GRILL INC - CEO/Director

Name: BRIAN ROBERT NICCOL
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (303)605-1109
Alt. Phone:
Email:

**CHIPOTLE MEXICAN GRILL INC - SEC/GEN
COUNSEL**

Name: ROGER EMMANUEL THEODOREDIS
Gender: Male
Correspondence Address: 26000 N CENTRAL AVENUE
STE 1775
PHOENIX, AZ 85004
USA
Phone: (614)318-2482
Alt. Phone:
Email:



MEMO

Date: 03/22/2021

To: Sherry Aguilar, City Clerk
Linda Stevens, Deputy City Clerk
From: Stacie McQuarrie, Fiscal Support Specialist

RE: Liquor License Application – Chipotle Mexican Grill #3642 – 16810 W Waddell Rd

Business License Status:

Notice of Business License requirement mailed on 3/22/2021.

Mailing to:

Chipotle Mexican Grill Inc
Dbas Chipotle Mexican Grill #3642
c/o H J Lewkowitz
2600 N Central Ave #1775
Phoenix AZ 85004



Surprise Fire-Medical Department
14250 W. Statler Plaza Ste. 101
Surprise, AZ 85374-7479
Phone: 623-222-5000
Fax: 623-222-5001



March 15, 2021

To: Sherry Ann Aguilar, City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Chipotle Mexican Grill #3642
16810 W Waddell Road
Surprise, AZ 85388

The Surprise Fire-Medical Department has been involved with the construction / plan review process at the above referenced location within the last 12 months to ensure compliance with the applicable fire codes within the tenant space and building. Since construction work is still ongoing, there are no known fire code violations. Therefore, fire has no comment on the application at this time.

If you have any questions feel free to contact me.

Keith Tanner, Fire Marshal
Fire Prevention Division
Surprise Fire-Medical Department

S U R P R I S E P O L I C E D E P A R T M E N T
L I Q U O R L I C E N S E A P P L I C A T I O N R E V I E W

REFERENCE:

DATE: March 17, 2021

JOB NUMBER – 139184
Series #12 – New License/LLC

APPLICANT:

CHIPOTLE MEXICAN GRILL #3642

16810 W. Waddell Road
Surprise, Arizona 85388

FINDINGS:

- 1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***
Chipotle #3642 is a new fast casual restaurant emphasizing in Mexican cuisine. There is seating for 42 people inside the restaurant, with no designated bar area. The potential market for Chipotle should be customers of all ages from the surrounding community.
- 2) ***Effect of vehicular traffic in close proximity.***
The addition of the restaurant and liquor license should not have too great of an impact on traffic in the area, although the area is a bit congested. There will be a drive thru at this restaurant but there are multiple ingress/egress points off Bell Road to the north as well as Prasada Parkway to the west.
- 3) ***The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at lest 20 days before the hearing.***
N/A. New construction.
- 4) ***Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.***
The hours of operations should be similar to other local Chipotles, will be from 10:45 AM to 10 PM every day. There are other fast food and fast casual eateries in the general area and only one of these has a liquor license. Mr. Mesquite Taqueria (Series 12) is on the opposite end of the shopping plaza parking lot and is open from 9 AM – 10 PM. There is a Burger King and a Panda Express in the immediate area. Panda closes at 10 PM and Burger King closes by 11 PM.
- 5) ***Appropriateness of series license requested.***
A series 12 license is appropriate and applicable for Chipotle #3642, per state guidelines for restaurants.

Submitted by Officer Chris Tovar #2059

W GREENWAY RD

CHIPOTLE MEXICAN
GRILL #3642

PAD
COUNTRYSIDE

RM,
R-2

PAD
LEGACY
PARC

RL-5,
R1-5

RR

PAD
PRASADA

PAD
PRASADA

UNINCORPORATED
MARICOPA COUNTY

W WADDELL RD

W WADDELL RD

RR

PAD
TRUMAN
RANCH

SITE

RM
9

RH-15

RM-6

RM-9

PAD
SYCAMORE
FARMS

COSTCO

PAD
PRASADA

PAD
SYCAMORE
FARMS

PAD
GREER RANCH

CC, C-2

PAD
MARLEY PARK

W CACTUS RD



COMMUNITY DEVELOPMENT DEPARTMENT

Date: March 29, 2021
To: Sherry Aguilar, City Clerk
From: Chris Boyd, Acting Community Development Director
James Stewart, Zoning Specialist
Re: Liquor License Application for:

**Chipotle Mexican Grill #3642
16810 W. Waddell Road
Surprise, Arizona 85388
Series 12 – Restaurant Job # 139184**

The number and series of licenses in close proximity to the subject site are:

1. Walmart # 5429 (Series 9) – 14111 N. Prasada Gateway Ave.
2. CVS Pharmacy # 5530 (Series 9) – 15300 N. Cotton Ln.
3. Fry's Marketplace # 680 (Series 9) – 15215 N. Cotton Ln.
4. 1 Brothers Pizza (Series 12) – 16995 W. Greenway Rd.
5. Frederico's Mexican Food (Series 12) – 16995 W Greenway Rd. #100
6. Leo's Pizza (Series 12) – 16630 W. Greenway Rd. # 326 (EXPIRED)
7. Big Buddha (Series 12) – 16572 W. Greenway Rd. #115
8. CVS Pharmacy # 5477 (Series # 9) – 15474 W Greenway Rd.
9. Barro's Pizza (Series 12) – 15403 W. Greenway Rd. #104
10. Wal-Mart Neighborhood Market # 4218 (Series 9) – 15431 W. Greenway Rd.
11. Walgreens # 7933 (Series 9) – 15514 W. Waddell Rd.
12. 4 Sons Food Store (Series 10) – 15445 W. Waddell Rd.
13. Bashas' # 137 (Series 9) – 15367 W. Waddell Rd.
14. Vogue Bistro (Series 12) – 15411 W. Waddell Rd. # 108
15. ARCO AM/PM (Series 10) – 15433 W. Cactus Rd. (EXPIRED)
16. Costco Wholesale (Series 9) – 16385 W. Waddell Rd.

The immediate area is comprised of commercial zoning. The property is zoned PAD, Prasada (Commercial) which is consistent with the proposed use.

Commercial growth is expected.

If managed properly, the effects of granting this liquor license on surrounding residences will be minimal. This license will have little to no affect on parking in the area. Staff believes that granting this liquor license will not directly impact the surrounding business and residential areas in a negative way.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 6, 2021 Contact Person: Robert Kuhfuss
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 Master Plat entitled, “Sycamore Farms (Paradisi)” and dated February 25, 2021, an approximately 196.43 acre real property generally located on the southeast corner of Cactus Road and Cotton Lane in the Sycamore Farms PAD; Case FS20-449.

Motion:

I move to approve the Master Plat entitled, “Sycamore Farms (Paradisi)” and dated February 25, 2021.

Background:

Kimley Horn, on behalf of Taylor Morrison, seeks approval of a Master Plat for an eight (8) parcel master plat located within the Sycamore Farms PAD.

Objective Analysis:

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

Policy Compliant:

The requested Master Plat is consistent with the Sycamore Farms PAD and advances the goals and policies of the General Plan.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS20-449 - Paradisi Master Plat - CC Staff Report - 040621
2. 01 - FS20- 449 - Paradisi Master Plat - Vicinity Map - 040621

3. 02 - FS20- 449 - Paradisi Master Plat - Case Map - 040621
 4. 03 - FS20-449 - Paradisi Master Plat - Master Plat - 040621
 5. PP - FS20- 449 - Paradisi Master Plat - CC PowerPoint - 040621
-

MASTER PLAT

REPORT TO THE CITY COUNCIL

1 **Case:** **FS20-449**
2
3 **Project Name:** Sycamore Farms (Paradisi) Master Plat
4
5 **Council District:** 3 - Mesquite
6
7 **City Council Date:** **April 6, 2021**
8
9 **Planner:** Hobart Wingard, Planner II
10
11 **Owner:** Taylor Morrison
12
13 **Applicant:** Kimley-Horn
14
15 **Request:** Master Plat for an eight (8) parcel master plat located within the
16 Sycamore Farms Planned Area Development (PAD).
17
18 **Site Location:** Generally, on the southeast corner of Cactus Road and Cotton Lane in
19 the Sycamore Farms PAD.
20
21 **Site Size:** 196.43 acres (approx.)
22
23
24 **Findings:**
25
26 • The proposed Master Plat is consistent with the Surprise General Plan 2035.
27 • The proposed Final Plat is consistent with the Sycamore Farms PADA as approved under case
28 FS19-787.
29
30 **Alternative Actions:** **Approve** – Approval of the proposed Master Plat will allow the
31 applicant the ability to subdivide the property as proposed.
32
33 **Deny** – Denial of the requested Master Plat will prevent the applicant
34 from subdividing the property as proposed.
35
36
37
38
39
40
41
42 **Additional Information:**
43

44 Kimley-Horn requests approval of the Master Plat for Sycamore Farms (Paradisi). The subject
45 property is approximately 196.43 acres and is located on the southeast corner of Cactus Road and
46 Cotton Lane. The subject property is zoned Sycamore Farms PAD with the underlying land uses of
47 commercial (C2-PAD), low density residential (LDR-PAD), medium density residential (MDR-PAD), and
48 medium high density residential (MHDR-PAD).

49

50 The purpose of the master plat is to carve out area for the primary spine road and create parcels for
51 future development. Staff is currently reviewing final plats for the low and medium density residential
52 portions, as well as a rental community in the medium high density parcel.

53

54 The proposed Master Plat is in compliance with the approved Sycamore Farms PADA approved under
55 Case FS19-787.

56

57 **Attachments:**

58

59 01 Vicinity Map

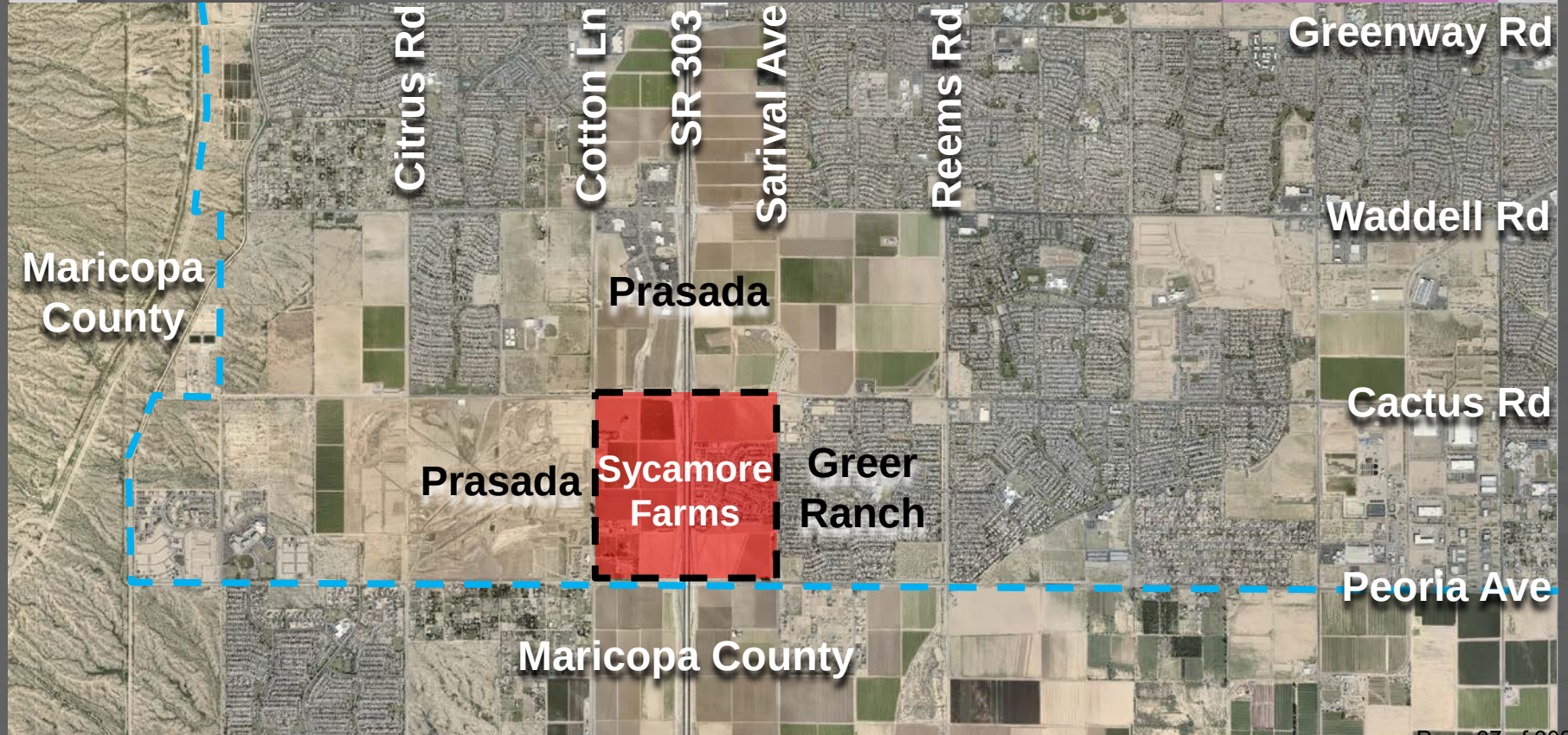
60 02 Case Map

61 03 Master Plat

VICINITY MAP

FS20-449

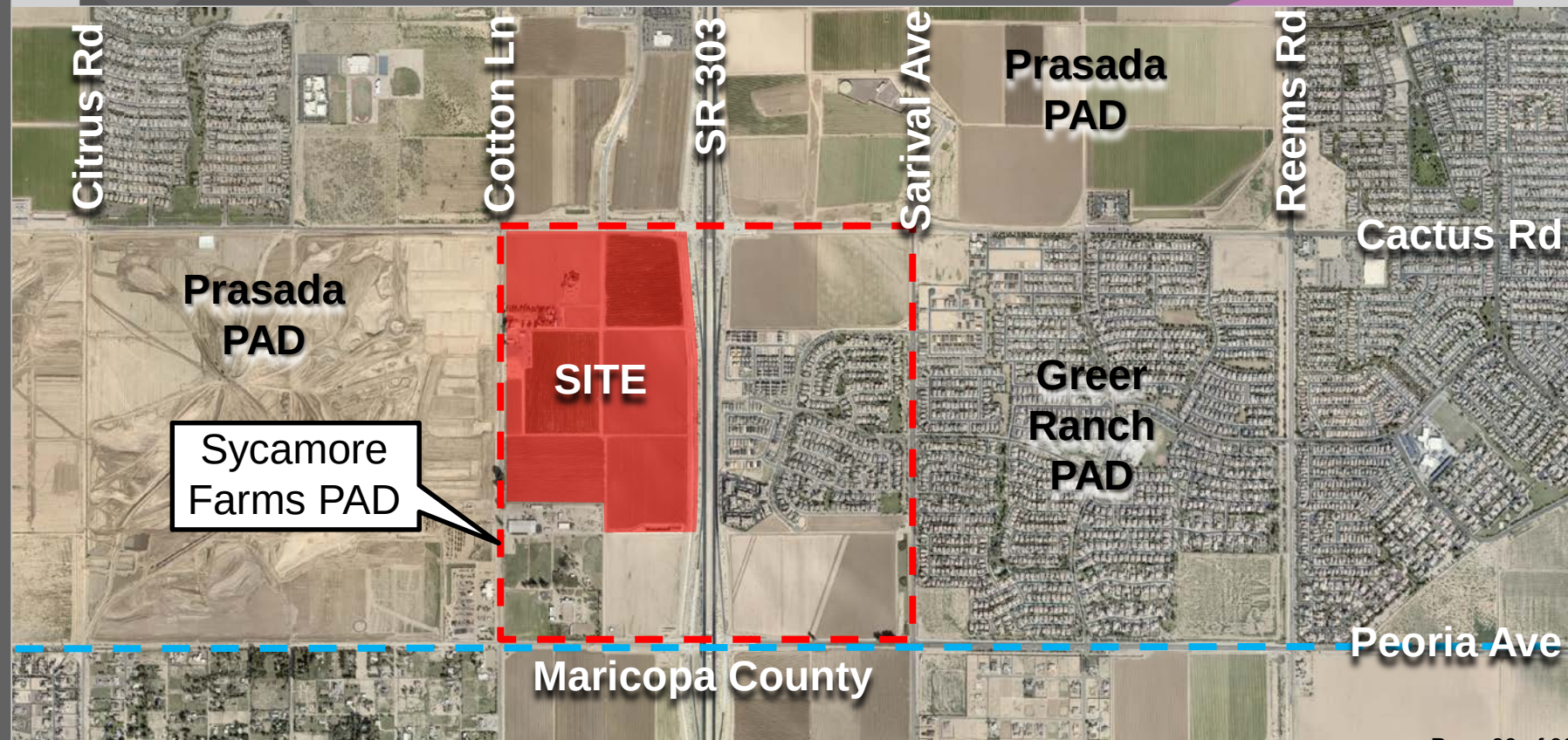
Sycamore Farms Master Plat



CASE MAP

FS20-449

Sycamore Farms Master Plat



P:\2019\19127\Survey\CA01\19127-MASTER PLAT.dwg Feb 25, 2021 4:43pm Rhonda

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA
KNOW ALL PERSONS BY THESE PRESENTS: THAT TAYLOR MORRISON/ARIZONA INC. & MOORE RANCHES, INC., AS OWNERS, HAS SUBDIVIDED UNDER THE NAME "SYCAMORE FARMS (PARADISI)", A SUBDIVISION LOCATED IN A PORTION OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "SYCAMORE FARMS (PARADISI)", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSION OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT. OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT. OWNERS 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. OWNERS HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES. OWNERS HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS. OWNERS HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER, UNDER, UPON 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. OWNERS HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS. 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.

TAYLOR MORRISON/ARIZONA INC.

BY: _____

ITS: _____

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

MOORE RANCHES INC.

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA
ON THIS _____ DAY OF _____, 2021, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO ACKNOWLEDGE HIMSELF/HERSELF TO BE AN _____, OF TAYLOR MORRISON/ARIZONA INC., 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.

_____, MY COMMISSION EXPIRES _____
NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA
ON THIS _____ DAY OF _____, 2021, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO ACKNOWLEDGE HIMSELF/HERSELF TO BE AN _____, OF MOORE RANCHES INC., 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.

_____, MY COMMISSION EXPIRES _____
NOTARY PUBLIC

PARENT LEGAL DESCRIPTION

TRACTS A, B, C, D & E OF LOT 3044, 3045, 3046, 3047, 3048, 3049, 3050, 3051, 3052, 3053, 3066, 3067, 3068, 3069, 3070, 3071, 3072, 3073, 3074, 3076, 3077, 3078, 3079, 3080, 3081, 3082, 3083, 3084, 3085, 3086, TRACTS A, B & A POTION OF TRACTS C, D & E OF LOT 3075, TRACTS A, B, C & D OF LOTS 3054 & 3065 & A PORTION OF TRACTS A, B, C, D & E OF LOTS 3095, 3096, 3097, 3098, 3099, 3100, 3101, 3102, 3103, 3104, 3105 OF "UNIT NUMBER 29 ROMOLA OF ARIZONA GRAPE FRUIT UNIT", A FINAL PLAT RECORDED IN BOOK 19, PAGE 19, MARICOPA COUNTY RECORDS, BEING LOCATED IN THE WEST HALF OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24, BEING MARKED BY A BRASS CAP FLUSH, FROM WHICH THE NORTHWEST CORNER OF SECTION OF SAID SECTION 24, BEARS NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST, 2639.70 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 52 SECONDS EAST, ALONG THE EAST-WEST MIDSECTION LINE OF SAID SECTION 24, 33.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF COTTON LANE, AS SHOWN IN SAID FINAL PLAT AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST-WEST MID-SECTION LINE, NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, 2586.68 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CACTUS ROAD, AS SHOWN IN DOC. 2020-0159285, M.C.R.; THENCE SOUTH 89 DEGREES 55 MINUTES 32 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, 1261.56 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 00 DEGREES 04 MINUTES 28 SECONDS EAST, 20.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CACTUS ROAD, AS SHOWN ON SAID PLAT; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 89 DEGREES 55 MINUTES 32 SECONDS EAST 491.63 FEET TO THE ARIZONA DEPARTMENT OF TRANSPORTATION (A.D.O.T.) RIGHT-OF-WAY LINE, AS RECORDED IN DOC. 2009-0786048, M.C.R. AND RE-RECORDED IN DOC. 2013-0162010, M.C.R.; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 75 DEGREES 20 MINUTES 32 SECONDS EAST, ALONG SAID A.D.O.T. RIGHT-OF-WAY LINE, 283.85 FEET TO A POINT ON THE A.D.O.T. RIGHT-OF-WAY LINE, AS RECORDED IN DOC. 2013-0473059, M.C.R.; THENCE DEPARTING SAID A.D.O.T. RIGHT-OF-WAY LINE, NORTH 89 DEGREES 57 MINUTES 52 SECONDS EAST, ALONG SAID A.D.O.T. RIGHT-OF-WAY LINE, 226.65 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 01 DEGREE 01 MINUTES 07 SECONDS WEST, 134.05 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 04 DEGREES 47 MINUTES 39 SECONDS EAST, 1495.15 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 00 DEGREES 11 MINUTES 15 SECONDS EAST, 910.94 FEET TO SAID EAST-WEST MID-SECTION LINE; THENCE CONTINUING SOUTH 00 DEGREES 11 MINUTES 15 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, 95.08 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 01 DEGREE 13 MINUTES 50 SECONDS WEST, 1000.55 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 06 DEGREES 08 MINUTES 33 SECONDS WEST, 172.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 89 DEGREES 57 MINUTES 24 SECONDS WEST, 1056.39 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 58 SECONDS EAST, 402.64 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 26 SECONDS WEST, 1298.70 FEET TO SAID EAST RIGHT-OF-WAY LINE OF COTTON LANE; THENCE NORTH 00 DEGREES 14 MINUTES 00 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, 864.20 FEET TO THE POINT OF BEGINNING;

NOTES

1. 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.
2. 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.
3. 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.
4. SPRINKLERS ARE REQUIRED IN ALL ONE- AND TWO-FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.
5. 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.
6. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
7. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE 'X' BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 040130660L, WITH A REVISED DATE OF SEPTEMBER 18, 2020, FOR COMMUNITY NO. 040053, PANEL 1660, IN MARICOPA COUNTY STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
8. 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.
9. 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.
10. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE "SYCAMORE FARMS" PRELIMINARY PLAT, APPROVED DATE OF 06/16/2020, UNDER CASE FS19-787.
11. ZONING OF THE PROPERTY IS AS APPROVED BY THE CITY COUNCIL ON 05/05/2020 UNDER CASE FS19-787, OR AS SUBSEQUENTLY AMENDED.

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.

NOTICE OF SYCAMORE FARMS (PARADISI) DEVELOPMENT AGREEMENT

A PORTION OF THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO A SYCAMORE FARMS DEVELOPMENT AND WATER DELIVERY AGREEMENT DATED AUGUST 4, 2005, AND A PORTION OF THE PROPERTIES IN THIS PLAT ARE SUBJECT TO THE SYCAMORE FARMS (PARADISI) DEVELOPMENT AGREEMENT DATED FEBRUARY 1, 2021 (COLLECTIVELY, THE "AGREEMENTS"). THE AGREEMENTS AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENTS, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENTS ARE ON FILE AT THE OFFICES OF LANDOWNER AT 66 WEST WILSHIRE DRIVE, PHOENIX, AZ. 85003 AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 2021.

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

ATTEST:

BY: _____
ITS: CHRISTINE CAIN
PROPERTY & CONTRACTS MANAGER

BY: _____
ITS: GLEN VORTHERMS
ASSISTANT SECRETARY

MOORE RANCHES, INC., AN ARIZONA CORPORATION

TAYLOR TRUST FARMS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____
ITS: MICHAEL J. MOORE

BY: _____
ITS: MICHAEL J. MOORE

ITS: PRESIDENT

ITS: MANAGER

RELEASE OF LIABILITY

TAYLOR MORRISON/ARIZONA INC. & MOORE RANCHES, INC., AS OWNERS, 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.

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.

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

TAYLOR MORRISON/ARIZONA INC. & MOORE RANCHES, INC., AS OWNERS, 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.

SHEET INDEX

- 1.....COVER SHEET
- 2.....KEY MAP/LINE & CURVE TABLE
- 3-10.....FINAL PLAT
- 11.....RECORDED PLAT OVERLAY

OWNERS/DEVELOPER

TAYLOR MORRISON/ARIZONA INC.
4900 N. SCOTTSDALE RD. SUITE 2200
SCOTTSDALE, AZ. 85251
TELEPHONE: (480) 409-5516
CONTACT: ANGELA CARMITCHEL

MOORE RANCHES INC.
P.O. BOX 40228
PHOENIX, AZ. 85067
TELEPHONE: (623) 521-4712
CONTACT: MIKE MOORE

ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
1001 W. SOUTHERN AVENUE, SUITE 131
MESA, AZ. 85210
PHONE: (602) 944-5500
CONTACT: JASON BURM, P.E.

ZONING

SYCAMORE FARMS PAD (LDR-PAD)

ACREAGE DETAIL

PARCEL 1:	754,619 SQ. FT. OR 17.3237 AC. ±
PARCEL A:	1,203,809 SQ. FT. OR 27.6356 AC. ±
PARCEL B:	1,602,538 SQ. FT. OR 36.7892 AC. ±
PARCEL C:	1,075,095 SQ. FT. OR 24.6808 AC. ±
PARCEL D:	920,497 SQ. FT. OR 21.1317 AC. ±
PARCEL E:	1,022,434 SQ. FT. OR 23.4719 AC. ±
PARCEL F:	674,448 SQ. FT. OR 15.4832 AC. ±
PARCEL 10:	714,187 SQ. FT. OR 16.3955 AC. ±
RIGHT-OF-WAY:	563,445 SQ. FT. OR 12.9349 AC. ±
GROSS AREA:	8,531,072 SQ. FT. OR 195.8465 AC. ±

BASIS OF BEARINGS

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.
MEASURED BEARING=NOO°12'54"E
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)

BENCHMARK

2" BRASS DISK WITH RAISED DATUM POINT, TOP OF SCUPPER ON THE EAST SIDE OF SARIVAL AVENUE, APPROXIMATELY 0.32 MILES NORTH OF PEORIA AVENUE.
DATUM = NAVD88
ELEVATION = 1175.67

PERTINENT DOCUMENTS

"UNIT NUMBER 29 ROMOLA OF ARIZONA GRAPE FRUIT UNIT" AS SHOWN IN BOOK 19, PAGE 19, M.C.R.

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 2021, 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 _____, 2021,

ATTEST: _____

_____, DATE _____
MAYOR

_____, DATE _____
CITY CLERK

100 YEAR ASSURED WATER SUPPLY

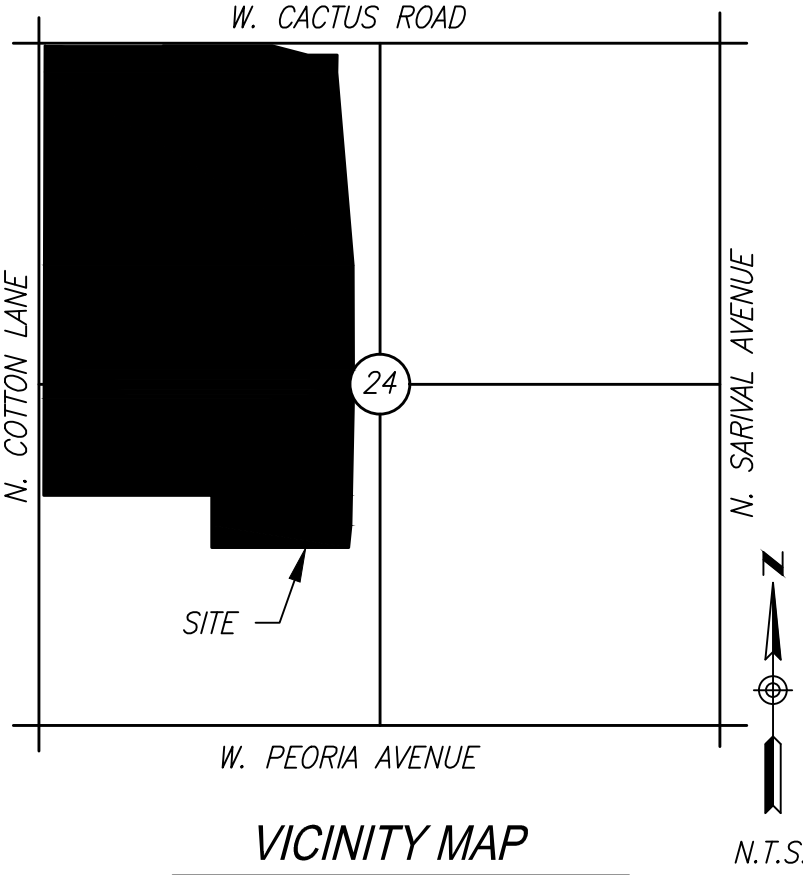
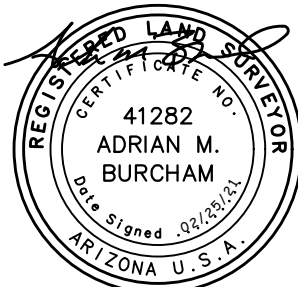
THE SUBDIVIDER HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED WATER SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES.

27-701122.0000 01/07/2021
CERTIFICATE NUMBER DATE

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



VICINITY MAP

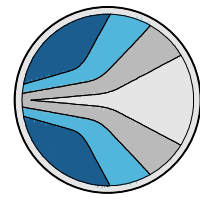
T3N, R2W, SEC 24

SURVEYOR

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

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

HUBBARD
ENGINEERING



REPLAT
SYCAMORE FARMS (PARADISI)
Maricopa County, Arizona
City of Surprise,

Date
02/25/21
Project Eng.
Project Manager
ADRIAN BURCHAM

Sht: 1 of 11

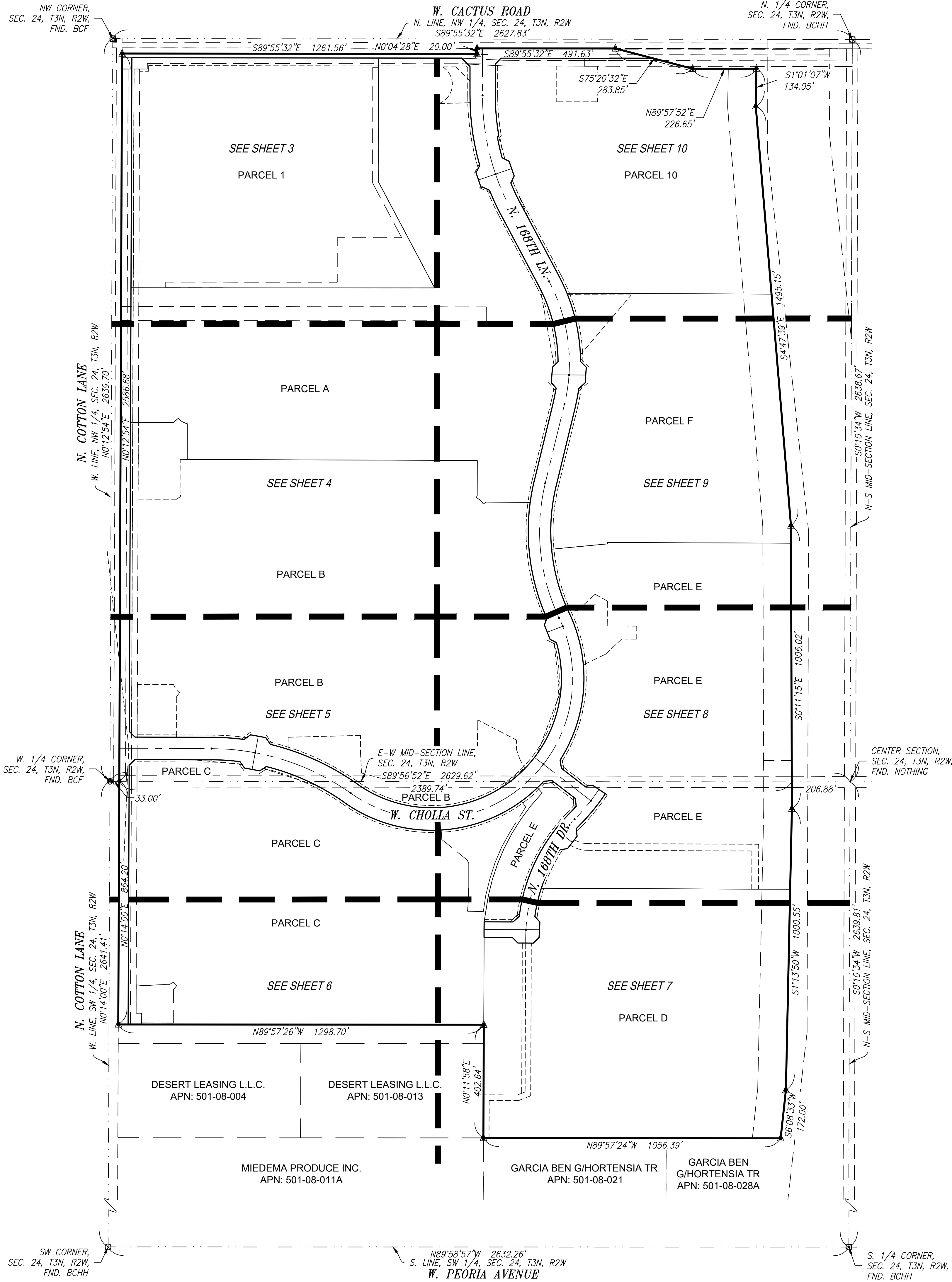
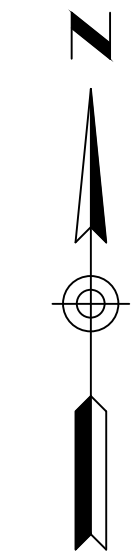
LINE TABLE		
LINE #	BEARING	LENGTH
L1	S69°22'03"W	51.56'
L2	N0°14'00"E	19.89'
L3	S51°56'08"E	48.16'
L4	S44°26'47"E	42.07'
L5	S27°15'59"W	28.86'
L6	S18°55'18"E	55.00'
L7	N71°04'42"E	4.50'
L8	S65°06'55"E	28.87'
L9	S45°21'17"W	28.35'
L10	S4°13'22"W	55.13'
L11	S40°55'01"E	26.31'
L12	S21°23'57"W	24.96'
L13	S21°51'30"E	55.06'
L14	S63°12'11"E	25.01'
L15	N33°33'23"W	29.03'
L16	N79°24'30"W	55.11'
L17	S53°56'42"W	28.65'
L18	N44°47'06"W	28.28'
L19	S45°04'28"W	28.99'
L20	S34°58'26"W	8.47'
L21	S63°17'50"E	27.33'
L22	N18°55'18"W	55.00'
L23	S24°46'05"W	27.63'
L24	S44°39'44"E	28.22'
L25	N3°44'01"E	55.10'
L26	S48°36'39"W	29.91'
L27	S9°21'58"E	29.25'
L28	N81°03'19"E	27.50'
L29	N56°20'59"W	55.00'
L30	S5°53'16"E	26.94'
L31	N38°00'53"E	55.24'
L32	S80°41'51"W	27.57'
L33	S41°30'16"E	26.63'
L34	N3°00'03"E	55.06'
L35	S45°14'00"W	28.28'
L36	S89°46'00"E	55.00'
L37	N44°46'00"W	28.28'
L38	N89°46'00"W	100.42'
L39	N0°11'39"E	27.50'
L40	N48°12'33"E	29.71'
L41	N5°48'26"W	27.50'
L42	N52°22'33"W	105.15'
L43	S84°36'51"W	29.25'
L44	S56°54'42"W	27.63'
L45	S79°23'55"E	55.00'
L46	N35°42'32"W	27.63'
L47	S45°12'54"W	28.28'
L48	S0°12'54"W	57.42'

LINE TABLE		
LINE #	BEARING	LENGTH
L49	S57°28'39"W	11.99'
L50	N26°37'21"E	7.40'
L51	N13°04'40"E	1.63'
L52	S48°03'14"W	22.17'
L53	S43°54'42"E	24.69'
L54	S41°22'29"W	59.66'
L55	S36°48'16"W	59.66'
L56	S32°14'03"W	59.66'
L57	S27°39'51"W	59.66'
L58	S23°05'38"W	59.66'
L59	S18°31'25"W	59.66'
L60	S13°57'12"W	59.66'
L61	S9°22'59"W	59.66'
L62	S8°53'16"W	34.70'
L63	S5°07'44"E	5.14'
L64	S89°55'32"E	46.48'
L65	S45°00'00"E	70.48'
L66	S0°54'59"W	33.27'
L67	S19°07'06"E	36.55'
L68	S28°19'03"E	38.03'
L69	S36°03'30"E	25.65'
L70	S32°14'03"W	103.51'
L71	S29°06'20"W	62.19'
L72	S23°02'45"W	60.46'
L73	S17°43'48"W	60.40'
L74	S13°52'19"W	60.40'
L75	S8°33'09"W	58.50'
L76	S73°25'34"E	36.78'
L77	S15°10'06"E	86.30'
L78	S23°07'48"E	154.61'
L79	N65°16'28"W	43.42'
L80	N27°25'53"E	43.42'
L81	N10°15'45"W	277.50'
L82	N48°49'43"E	45.02'
L83	N40°40'08"W	39.27'
L84	S44°52'49"E	42.50'
L85	N20°25'08"E	225.94'
L86	N6°12'46"W	188.06'
L87	S63°12'11"E	27.08'
L88	N50°41'12"E	140.42'
L89	N52°57'12"E	42.48'
L90	S34°01'40"E	44.11'
L91	N72°29'07"W	187.33'
L92	N5°05'11"E	27.67'
L93	N72°29'07"W	9.47'
L94	N35°53'01"W	28.91'
L95	N84°26'54"W	171.86'
L96	N85°04'21"E	33.47'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	CHORD
C1	28°01'31"	860.00'	420.65'	S13°56'17"E 416.47'
C2	41°36'05"	617.50'	448.35'	S07°09'00"E 438.57'
C3	39°03'30"	720.00'	490.82'	S05°52'43"E 481.37'
C4	150°44'05"	500.00'	1315.41'	S49°57'35"W 967.57'
C5	35°06'43"	860.00'	527.02'	N72°13'44"W 518.82'
C6	1°23'48"	300.00'	7.31'	N70°03'57"E 7.31'
C7	3°39'23"	200.00'	12.76'	N08°46'24"E 12.76'
C8	11°03'15"	712.50'	137.46'	N39°10'39"E 137.25'
C9	44°28'16"	600.00'	465.70'	N22°28'08"E 454.10'
C10	15°59'13"	904.50'	252.38'	S07°55'08"E 251.56'
C11	6°00'17"	900.00'	94.32'	S24°56'54"E 94.28'
C12	27°27'10"	577.50'	276.70'	S14°13'27"E 274.07'
C13	4°42'27"	577.50'	47.45'	S11°17'49"W 47.43'
C14	37°45'29"	760.00'	500.84'	S05°13'42"E 491.83'
C15	141°24'28"	460.00'	1135.29'	S54°37'23"W 868.32'
C16	21°42'31"	900.00'	341.00'	N65°31'39"W 338.96'
C17	7°21'09"	900.00'	115.49'	N86°06'31"W 115.41'
C18	9°59'45"	814.01'	142.01'	S04°55'24"E 141.83'
C19	5°17'35"	820.00'	75.75'	S12°59'13"E 75.72'
C20	5°42'35"	820.00'	81.72'	S25°05'45"E 81.68'
C21	27°32'22"	657.50'	316.03'	S14°10'51"E 313.00'
C22	5°46'21"	657.50'	66.24'	S10°45'52"W 66.22'
C23	39°03'30"	680.00'	463.55'	S05°52'43"E 454.63'
C24	57°59'26"	540.00'	546.55'	S03°35'15"W 523.52'
C25	11°03'15"	740.00'	142.77'	S39°10'39"W 142.55'
C26	1°55'46"	572.50'	19.28'	S43°44'23"W 19.28'
C27	25°30'22"	572.50'	254.86'	S20°30'43"W 252.76'
C28	37°36'24"	627.50'	411.86'	N25°54'04"E 404.51'
C29	3°06'24"	685.00'	37.14'	N43°09'04"E 37.14'
C30	82°39'42"	540.00'	779.07'	N83°59'46"E 713.24'
C31	21°24'22"	820.00'	306.36'	S65°22'34"E 304.58'
C32	7°04'01"	820.00'	101.14'	N86°15'05"W 101.08'
C33	30°51'18"	63.50'	34.20'	N47°57'00"W 33.78'
C34	34°58'34"	63.50'	38.76'	N59°26'03"W 38.16'
C35	127°27'31"	73.00'	162.39'	N06°12'30"E 130.92'
C36	16°03'41"	63.50'	17.80'	S55°48'00"W 17.74'
C37	32°31'28"	63.50'	36.05'	S36°07'58"E 35.56'
C38	14°15'27"	243.78'	60.66'	S89°13'49"E 60.51'
C39	7°02'19"	458.81'	56.36'	N88°27'38"E 56.33'
C40	15°40'56"	63.50'	17.38'	S43°09'21"E 17.33'
C41	31°59'03"	88.00'	49.12'	S73°46'29"E 48.49'
C42	33°13'46"	112.00'	64.96'	N73°09'07"W 64.05'

LEGEND

---	= SECTION LINE
---	= BOUNDARY
---	= RIGHT OF WAY
---	= EXISTING EASEMENT AS NOTED
---	= DEDICATED EASEMENT HEREON
---	= PROPOSED PARCEL
---	= EXISTING PARCEL
---	= MATCH LINE
---	= SURVEY MONUMENT AS NOTED
---	= SET REBAR W/CAP LS 41282
---	= BRASS CAP AS NOTED
---	= ASSESSORS PARCEL NUMBER
---	= BRASS CAP FLUSH
---	= BRASS CAP IN HANDHOLE
---	= BOOK PAGE
---	= DOCKET PAGE
---	= DOCUMENT
---	= EASEMENT
---	= FOUND
---	= MARICOPA COUNTY RECORDER
---	= RIGHT-OF-WAY



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

REPLAT
SYCAMORE FARMS (PARADISI)
City of Surprise, Maricopa County, Arizona

Date
02/25/21

Project No.
19127

Project Eng.
Adrian Burcham

Project Manager
Adrian Burcham

Sht: 2 of 11

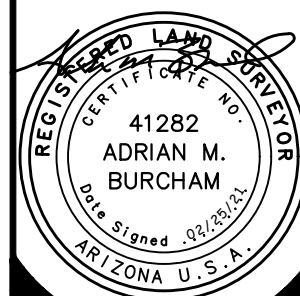


- BCHH = BRASS CAP IN HANDHOLE
BK. PG. = BOOK PAGE
DKT. PG. = DOCKET PAGE
DOC. = DOCUMENT
ESMT. = EASEMENT
FND = FOUND
M.C.R. = MARICOPA COUNTY RECORD
R/W = RIGHT-OF-WAY



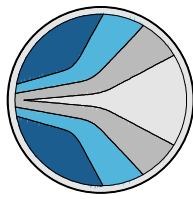
PARCEL A

SEE SHEET 10



Project No. 19127	Date 02/25/21
Project Manager	Project Engineer

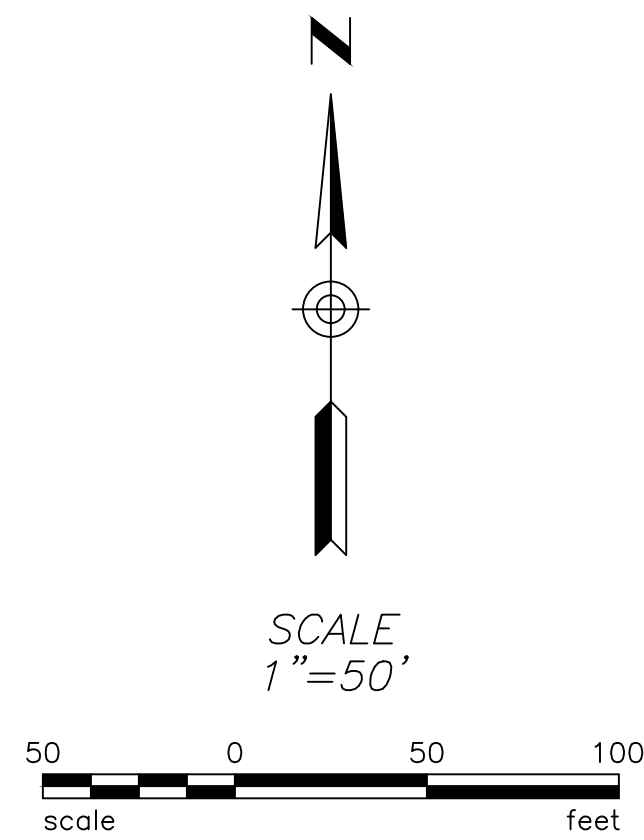
Sht: 3 of 11



SYCAMORE FARMS (PARADISI)
City of Surprise, Maricopa County, Arizona

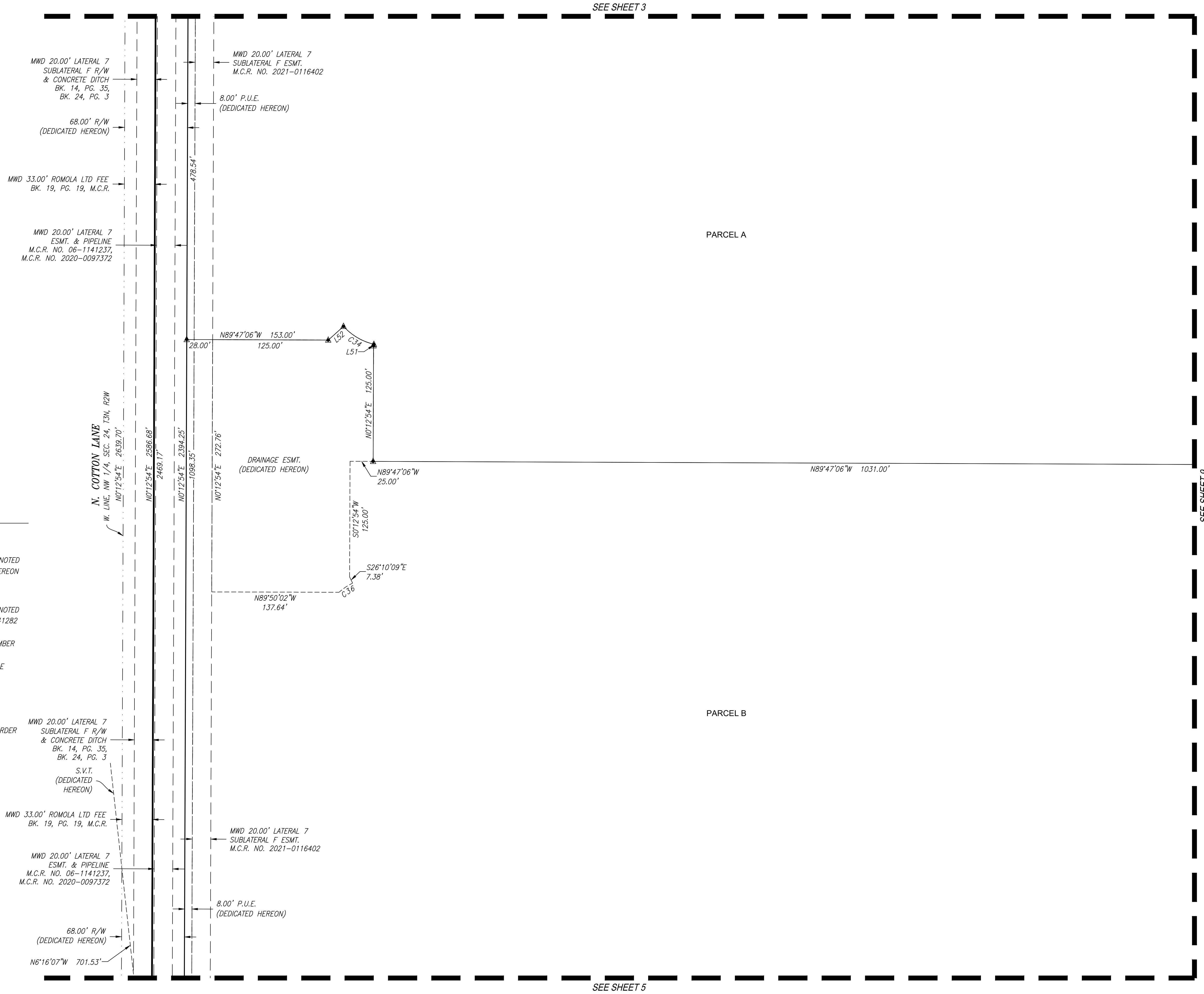
HUBBARD ENGINEERING

201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313
r i n g . c o m



LEGEND

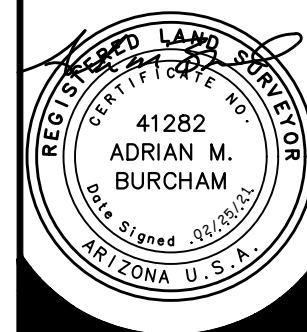
- = SECTION LINE
- = BOUNDARY
- = RIGHT OF WAY
- = EXISTING EASEMENT AS NOTED
- = DEDICATED EASEMENT HEREON
- = PROPOSED PARCEL
- = EXISTING PARCEL
- = MATCH LINE
- = SURVEY MONUMENT AS NOTED
- = SET REBAR W/CAP LS 41282
- = BRASS CAP AS NOTED
- APN = ASSESSORS PARCEL NUMBER
- BCF = BRASS CAP FLUSH
- BCHH = BRASS CAP IN HANDHOLE
- BK. PG. = BOOK PAGE
- DKT. PG. = DOCKET PAGE
- DOC. = DOCUMENT
- ESMT. = EASEMENT
- FND = FOUND
- M.C.R. = MARICOPA COUNTY RECORDER
- R/W = RIGHT-OF-WAY



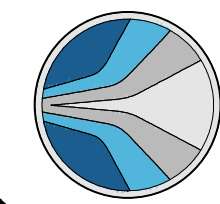
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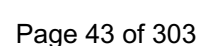
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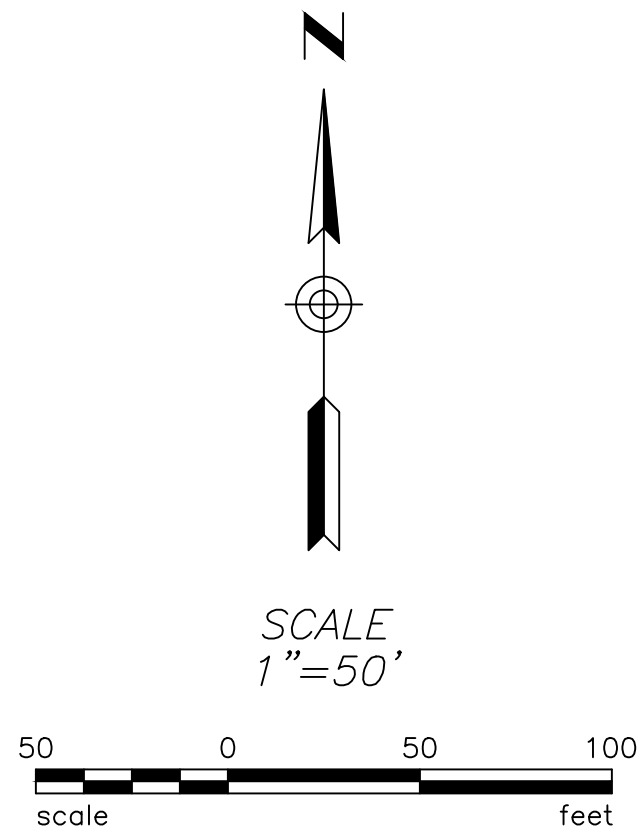


Project No. 19127	Date 02/25/21
Project Manager ADRIAN BURCHAM	Project Eng.

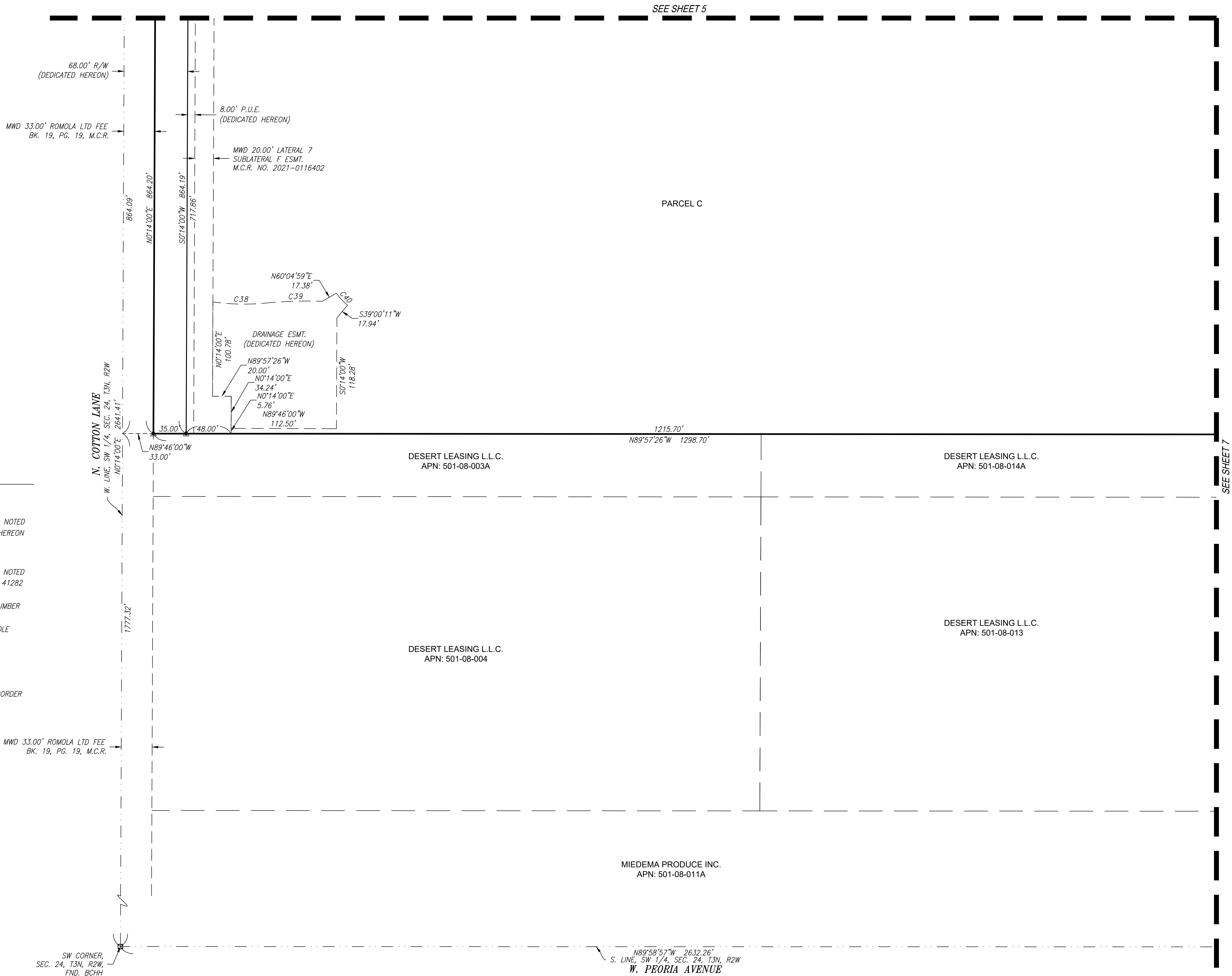




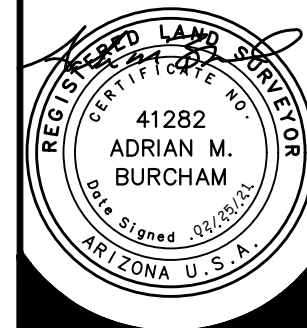
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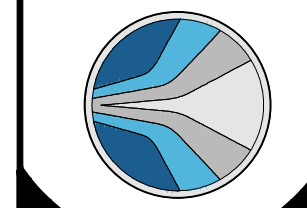
SEE SHEET 7



Project No. 19127	Date 02/25/21	Project Eng. Project Manager ADRIAN BURCHAM
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Sht: 6 of 11

REPLAT
SYCAMORE FARMS (PARADISI)
City of Surprise, Maricopa County, Arizona

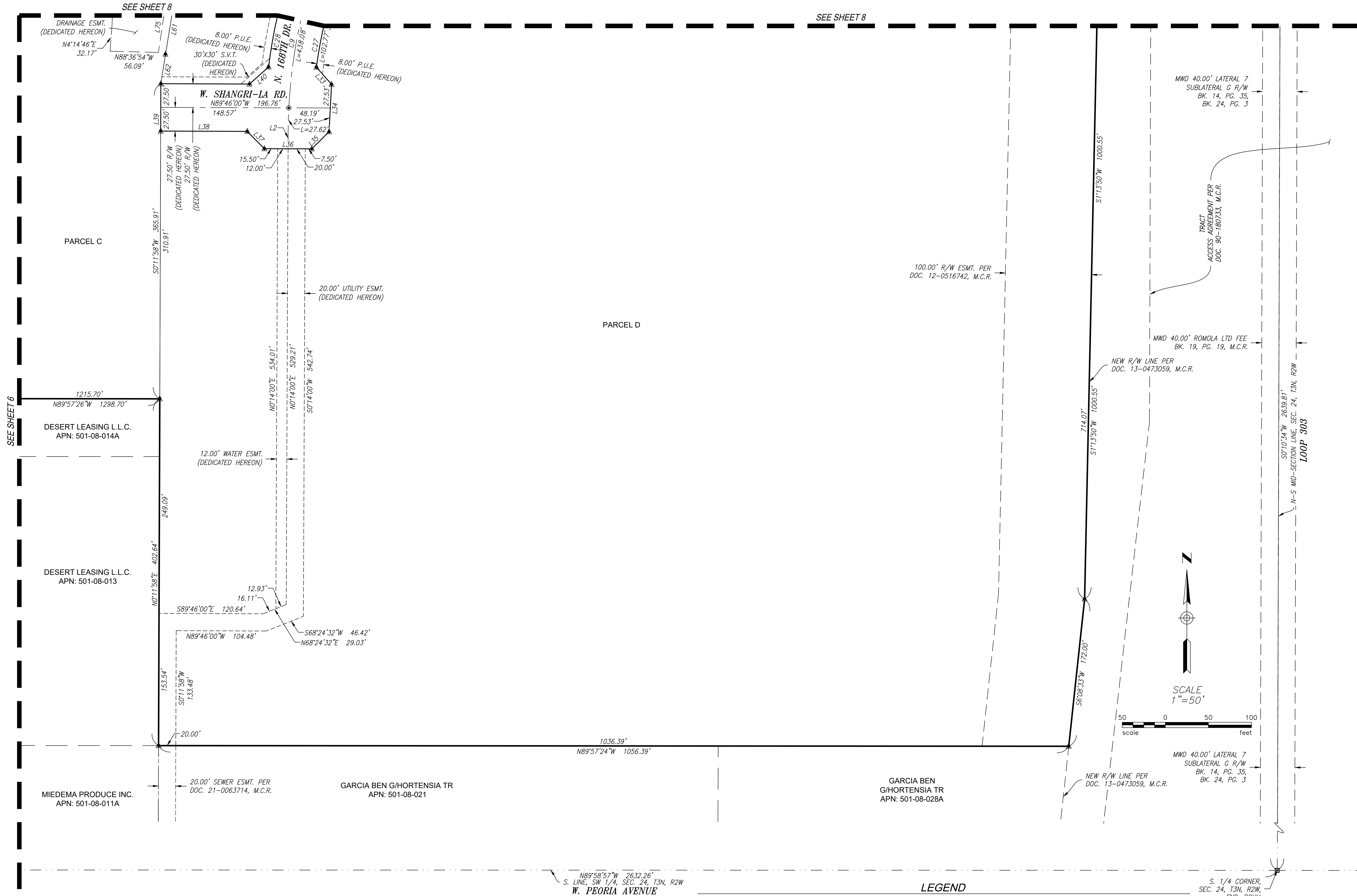


HUBBARD
ENGINEERING
www.hubbardengineering.com

1201 S. Alma School Rd.
Suite 100
Mesa, AZ 85210
Ph: 480.892.3313

FS20-449

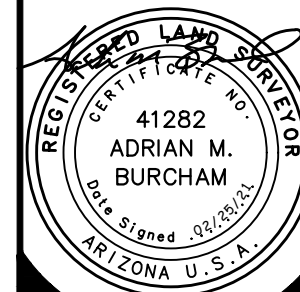
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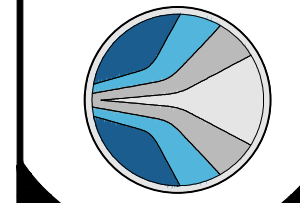
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Project No.	19127
Date	02/25/21
Project Eng.	ADRIAN BURCHAM

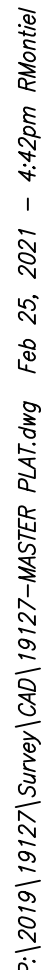
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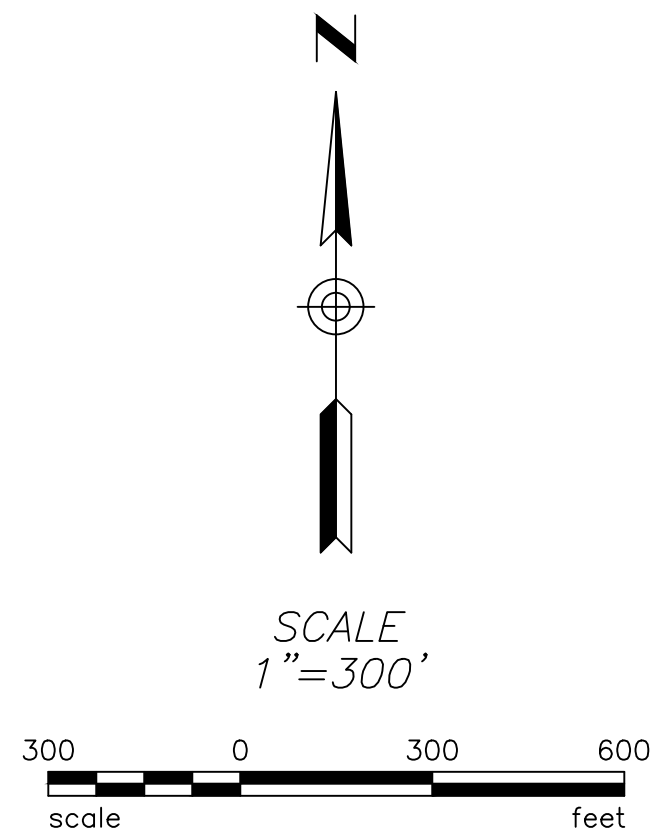
REPLAT
SYCAMORE FARMS (PARADISI)
City of Surprise, Maricopa County, Arizona



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ENGINEERING
www.hubbardengineering.com

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





NW CORNER,
SEC. 24, T3N, R2W,
FND. BCF

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

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

COTTON LANE
W. LINE, NW 1/4, SEC. 24, T3N, R2W

COTTON LANE
W. LINE, SW 1/4, SEC. 24, T3N, R2W

S. LINE, SW 1/4, SEC. 24, T3N, R2W
PEORIA AVENUE

N. 1/4 CORNER,
SEC. 24, T3N, R2W,
FND. BCHH

S. 1/4 CORNER,
SEC. 24, T3N, R2W,
FND. BCHH

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3044A	3044B	3044C	3044D	3044E	3075A	3075B	3075C	3075D
3045			3074			3076		3105
3046			3073			3077		3104
3047			3072		40.00' R/W AS SHOWN ON UNIT 29 ROMOLA OF ARIZONA GRAPE FRUIT UNIT RECORDED IN BOOK 19, PAGE 19, M.C.R. (ABANDONED HEREON)	3078		3103
3048			3071			3079		3102
3049			3070			3080		3101
3050	40.00' R/W AS SHOWN ON UNIT 29 ROMOLA OF ARIZONA GRAPE FRUIT UNIT RECORDED IN BOOK 19, PAGE 19, M.C.R. (ABANDONED PER DOC. 21-0211349, M.C.R.)		3069		40.00' R/W AS SHOWN ON UNIT 29 ROMOLA OF ARIZONA GRAPE FRUIT UNIT RECORDED IN BOOK 19, PAGE 19, M.C.R. (ABANDONED PER DOC. 21-0211349, M.C.R.)	3081		3100
3051			3068	ROMOLA 29 BLKS 3161-3168 BK. 19, PG. 19, M.C.R.		3082		3099
3052			3067			3083		3098
3053			3066		40.00' R/W AS SHOWN ON UNIT 29 ROMOLA OF ARIZONA GRAPE FRUIT UNIT RECORDED IN BOOK 19, PAGE 19, M.C.R. (ABANDONED HEREON)	3084		3097
3054			3065		20.00' R/W AS SHOWN ON UNIT 29 ROMOLA OF ARIZONA GRAPE FRUIT UNIT RECORDED IN BOOK 19, PAGE 19, M.C.R. (ABANDONED HEREON)	3085		3096
3055			3064			3086		3095
3056			3063			3087		3094
3057			3062			3088		3093
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3059			3060			3090		3091



FS20-449

Sycamore Farms / Paradisi

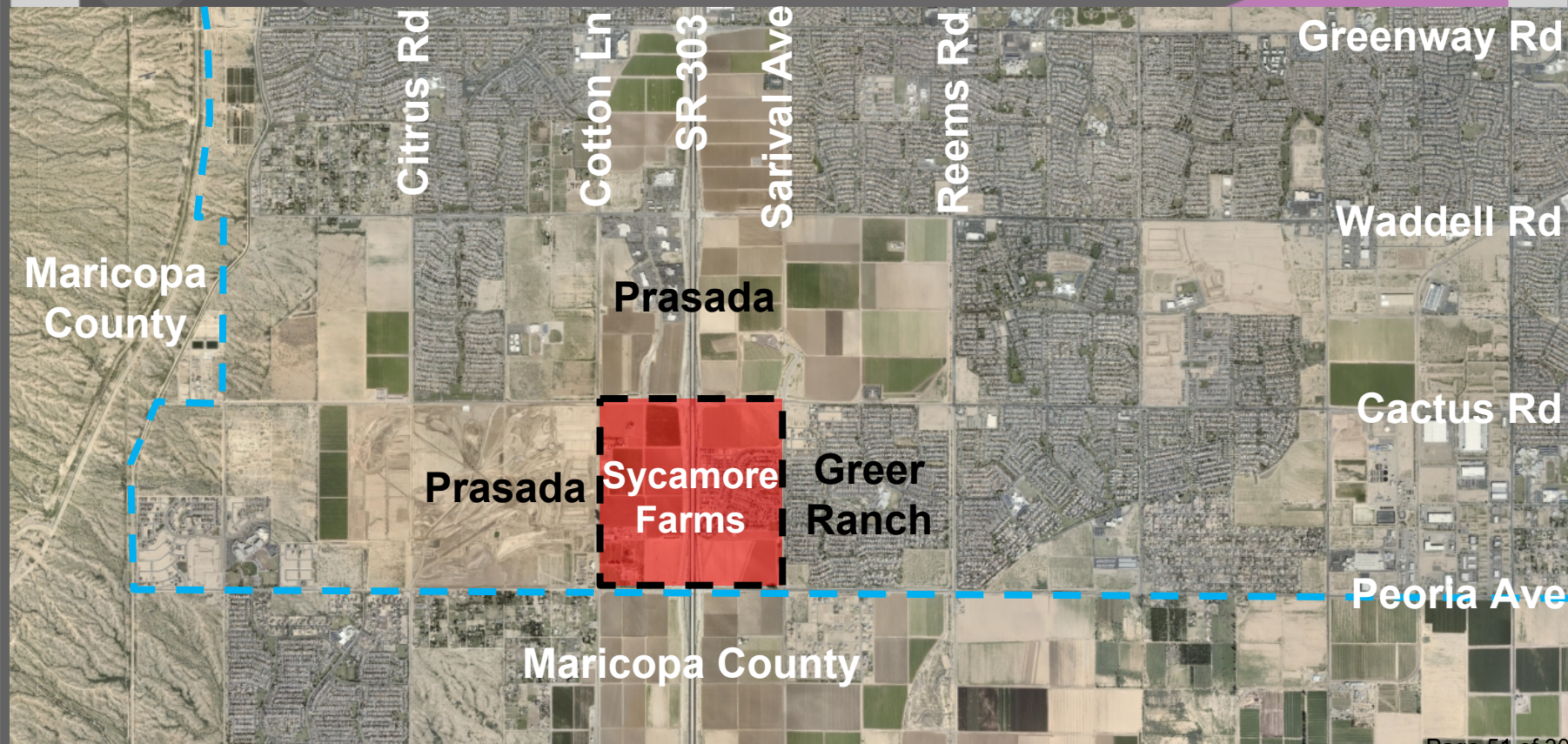
Master Plat

City Council – April 6, 2021

VICINITY MAP

FS20-449

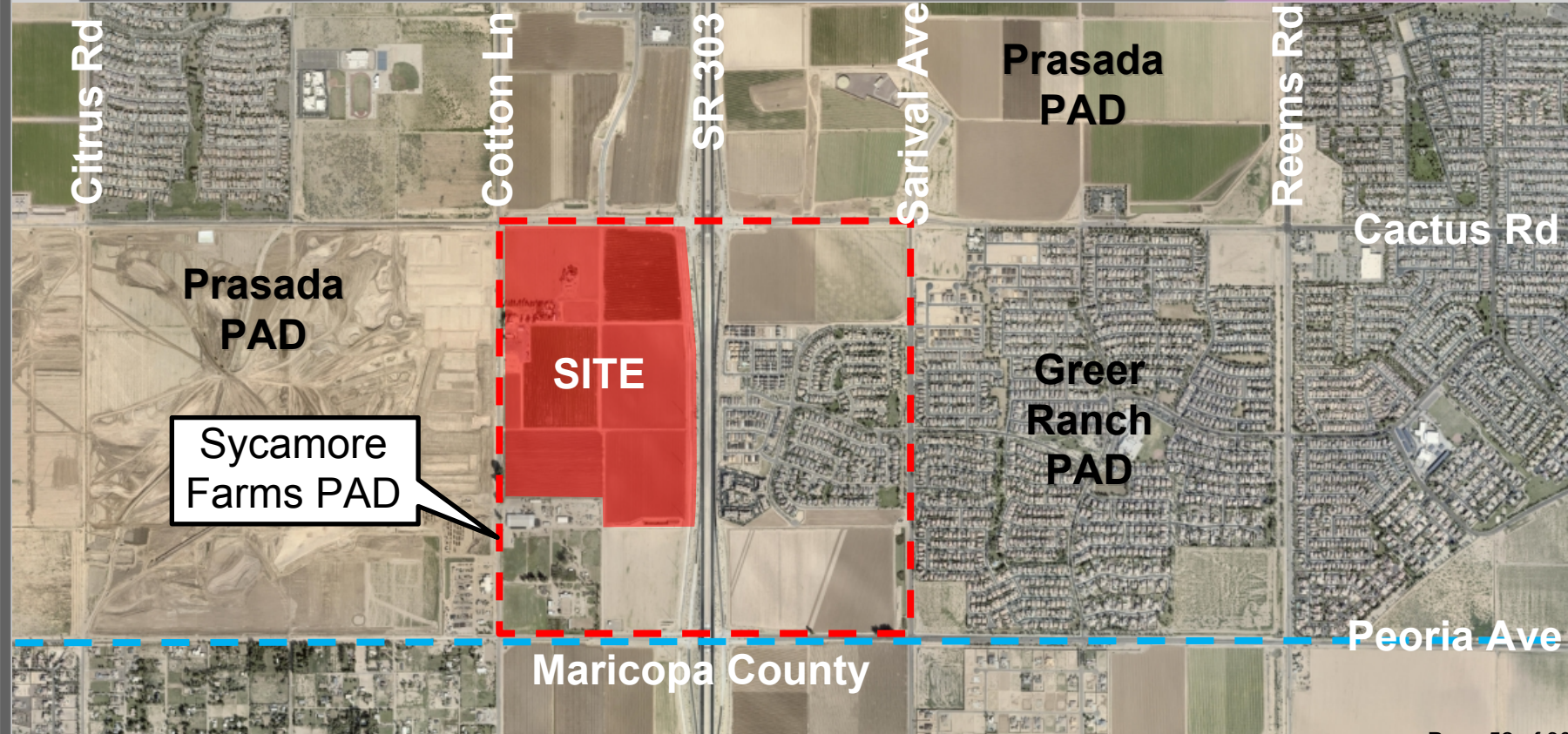
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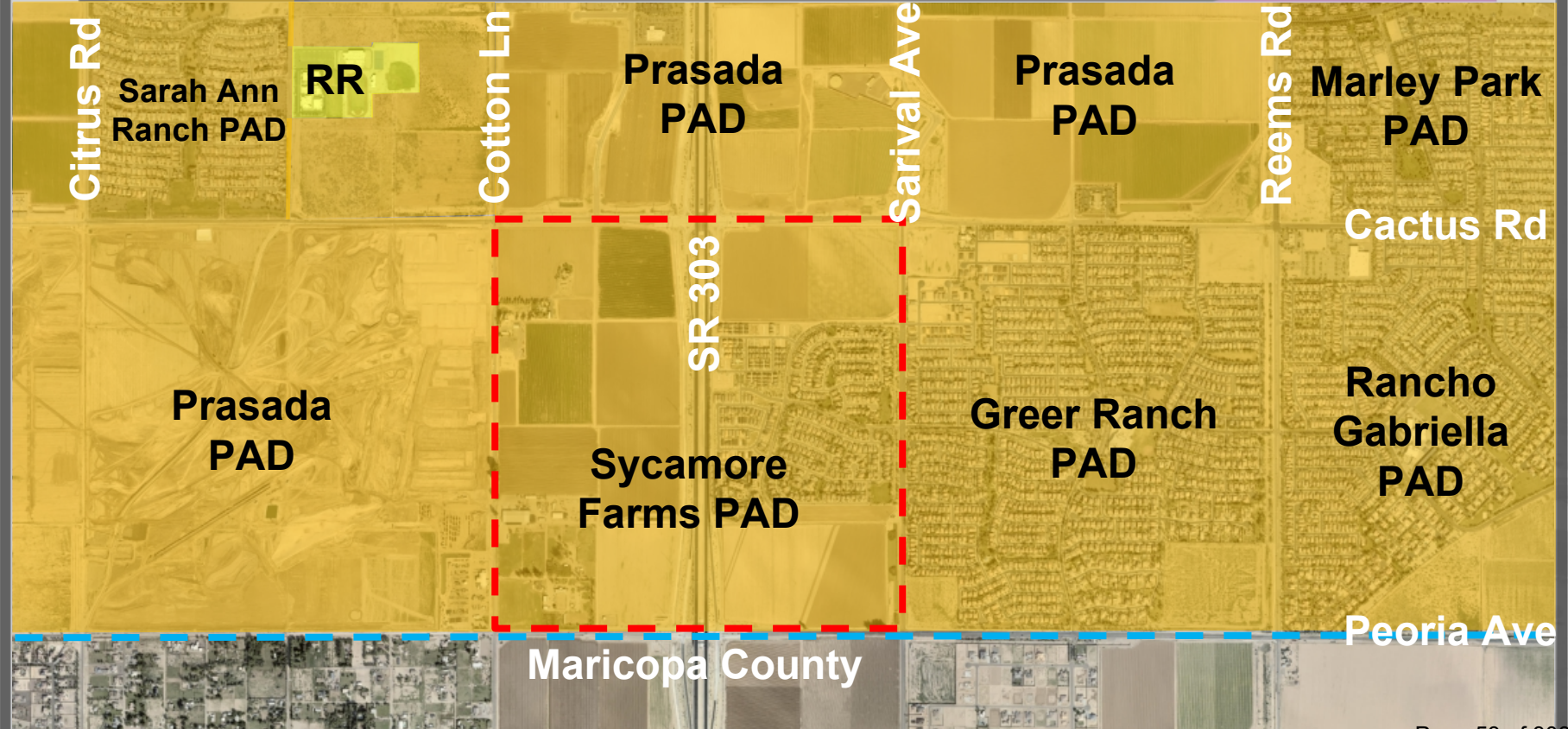
CASE MAP

FS20-449

Sycamore Farms Master Plat

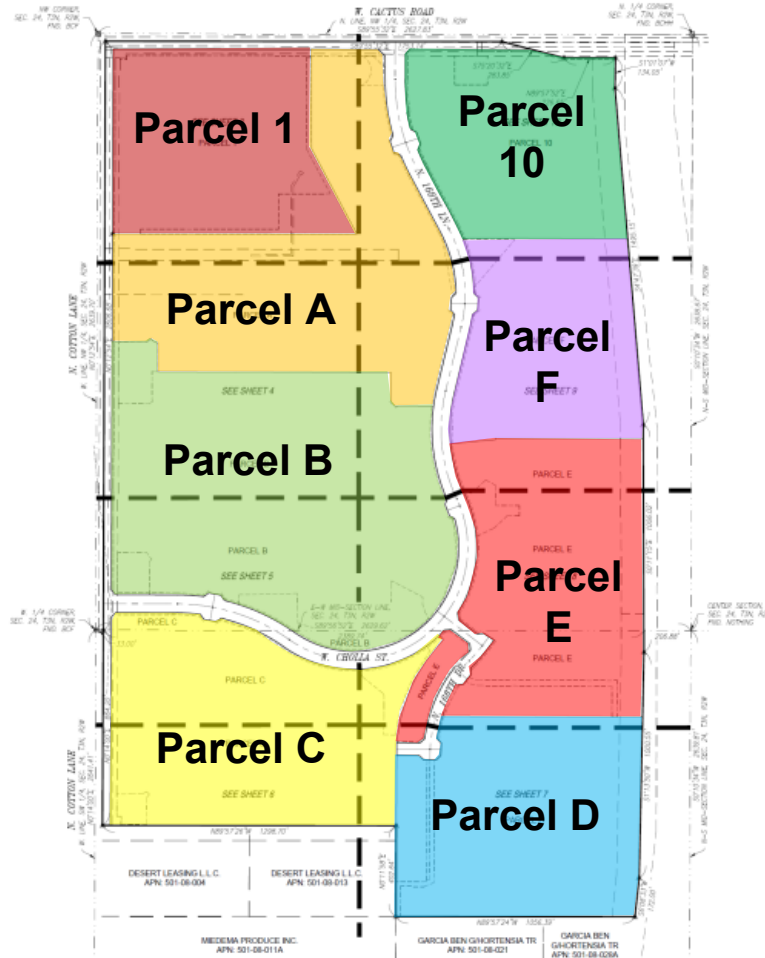


ZONING MAP



PAD ZONING MAP





FINAL PLAT



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 6, 2021 Contact Person: Robert Kuhfuss
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “North Copper Canyon Parcel 3.3”, together with an associated Alternative Assurance Agreement, for a property generally located on the southwest corner of Pinnacle Peak Road and 183rd Avenue in the North Copper Canyon PAD; Case FS20-674.

Motion:

I move to approve the Final Plat entitled, “North Copper Canyon Parcel 3.3”, together with the associated Alternative Assurance Agreement.

Background:

Hans Koppenhoefer, on behalf of Austin Ranch LLC, seeks approval of a Final Plat and associated Alternative Assurance Agreement for a 122-lot single-family residential subdivision in Parcel 3.3 of the North Copper Canyon PAD.

Objective Analysis:

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

Policy Compliant:

The requested Final Plat is consistent with the North Copper Canyon PAD and advances the goals and policies of the General Plan.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS20-674 - NCC 3.3 FP - CC Staff Report - 040621
 2. 01 - FS20-674 - NCC 3.3 FP - Vicinity Map - 040621
 3. 02 - FS20-674 - NCC 3.3 FP - Case Map - 040621
 4. 04 - FS20-674 - NCC 3.3 FP - Landscape Plans - 040621
 5. 05 - FS20-674 - NCC P3.3 - Alternate Assurance Agreement
 6. PP - FS20-674 - NCC 3.3 FP - CC PowerPoint - 040621
 7. 03 - FS20-674 - NCC 3.3 FP - Final Plat - 040621. - REVISED
-

Case: **FS20-674**

Project Name: North Copper Canyon – Parcel 3.3 Final Plat and Alternative Assurance Agreement

Council District: 1 - Acacia

City Council Date: **April 6, 2021**

Planner: Hobart Wingard, Planner II

Owner: Austin Ranch LLC

Applicant: Austin Ranch LLC

Request: Final Plat with Alternative Assurance Agreement for a 122-lot, single-family subdivision in Parcel 3.3 of the North Copper Canyon Planned Area Development (PAD)

Site Location: Generally, on the southwest corner of Pinnacle Peak Road and 183rd Avenue in the North Copper Canyon PAD.

Site Size: 29.20 acres (approx.)

Density: 4.18 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the North Copper Canyon PADA as approved under case FS19-431.
- The Final Plat is consistent with the Preliminary Plat approved under Case FS20-328.

Alternative Actions:

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

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

Additional Information:

Austin Ranch LLC, requests approval of the Final Plat for North Copper Canyon, Parcel 3.3. The subject property is approximately 29.20 acres and is located on the southwest corner of Pinnacle Peak Road and 183rd Avenue. The subject property is zoned North Copper Canyon PAD with the underlying land use of low density residential (R1-5-PAD).

The applicant proposes 122 single-family lots for a total density of 4.18 dwelling units per acre. The typical lot proposed is 50' x 115'. This plat includes a total of 3.23 acres, 11.06 percent of which is open space.

The proposed Final Plat is in compliance with the approved North Copper Canyon PADA approved under Case FS19-431, and the preliminary plat approved under case FS20-328.

The applicant is choosing an Alternative Assurance Agreement, which was an option made available to developers in Title 16 of the previous City of Surprise Municipal Code. In lieu of acceptable financial assurances, the applicant will not record the final plat until which time the entire infrastructure is constructed, installed, and accepted by the City of Surprise or replaced by traditional acceptable financial assurances.

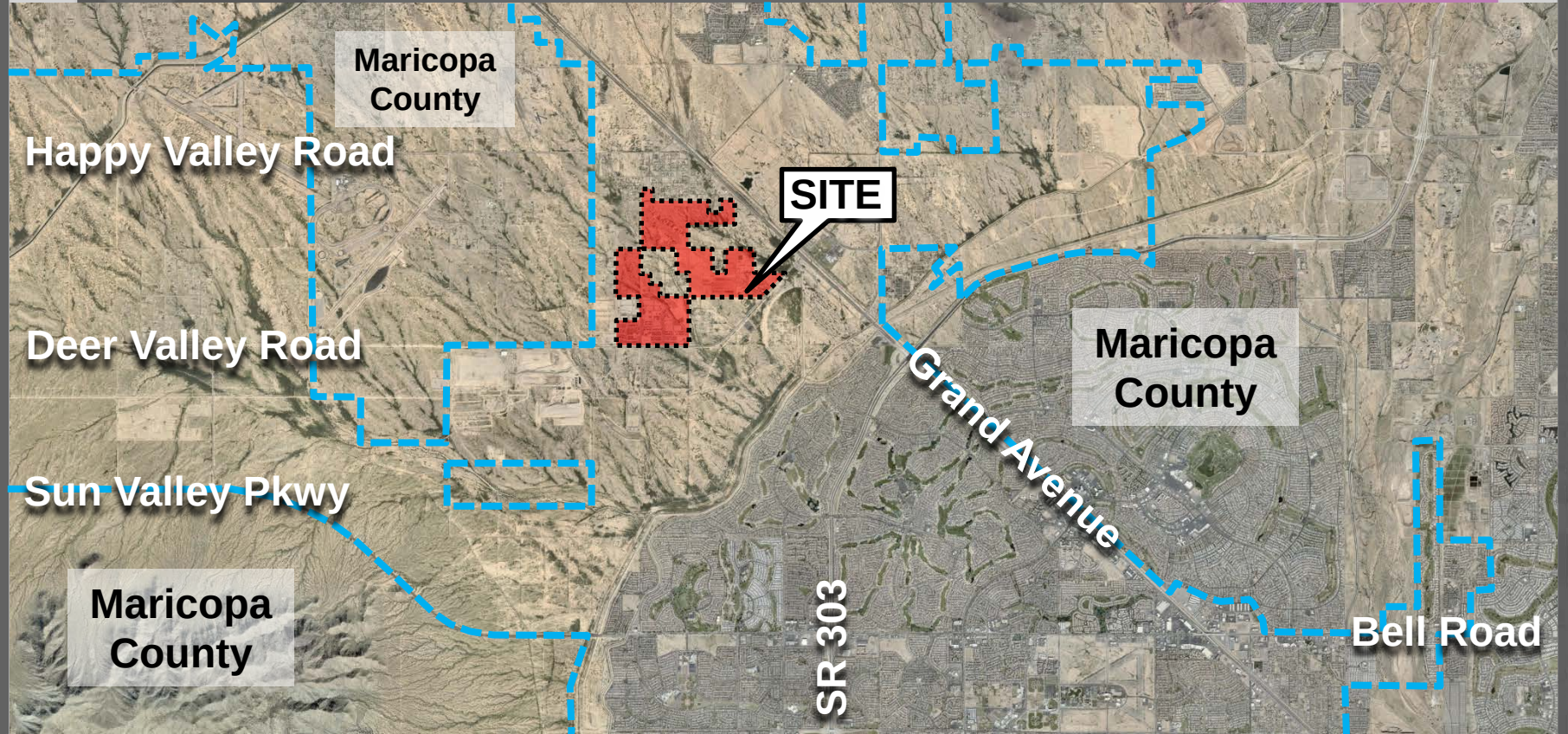
Attachments:

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

VICINITY MAP

FS20-674

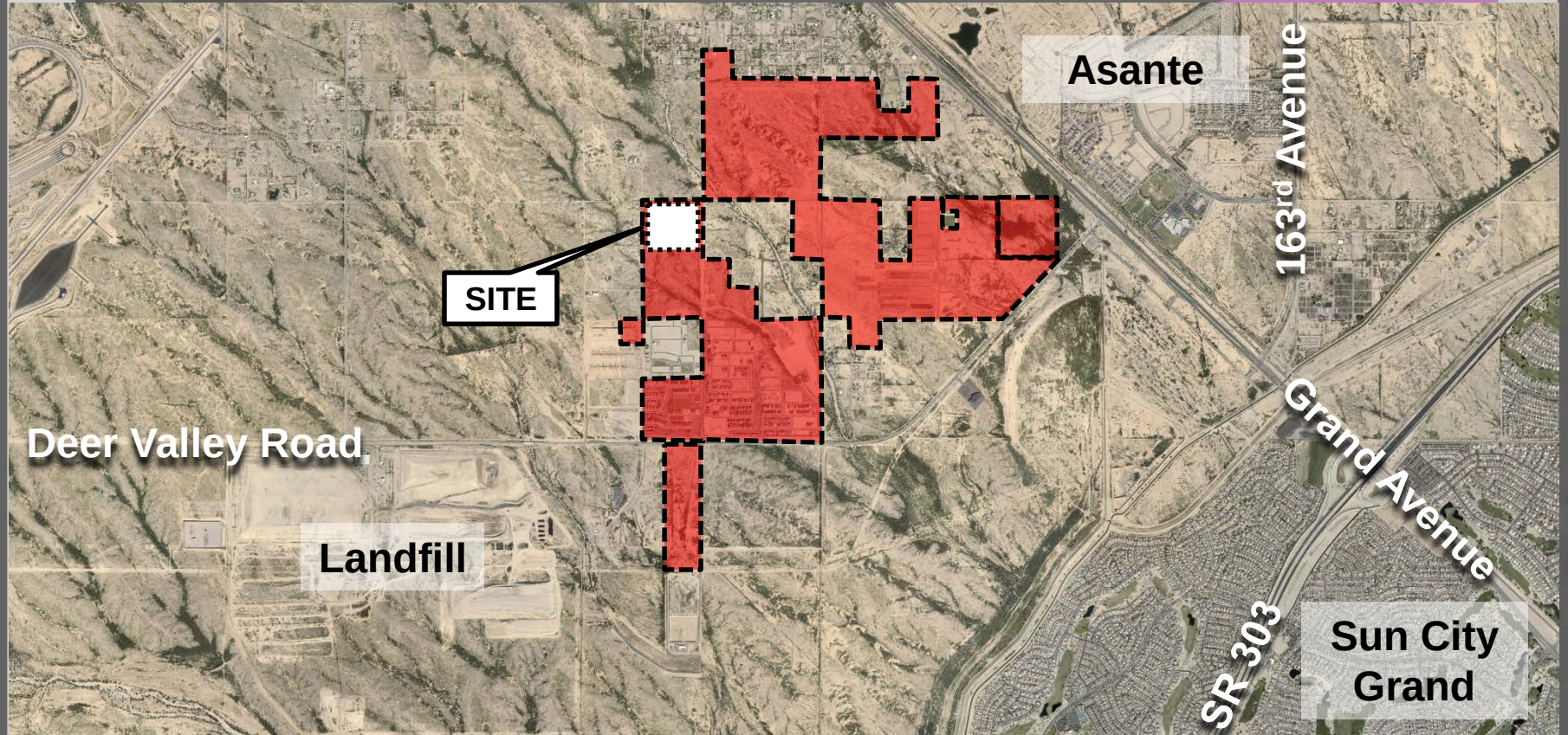
North Copper Canyon 3.3



CASE MAP

FS20-674

North Copper Canyon 3.3



IRRIGATION NOTES

1. ALL IRRIGATION TO UTILIZE AN AUTOMATIC CLOCK AS PROVIDED. LOCATE POWER SOURCE IN THE FIELD.
2. USE COMMON TRENCHES WHERE POSSIBLE.
3. USE FIBER TIES AND SECURE FOR ALL LOW VOLTAGE WIRING WITH ELECTRICAL VALVES.
4. ALL MAINLINE TO BE BURIED A MINIMUM OF 18" BELOW FINISH GRADE. ALL LATERALS TO BE BURIED A MINIMUM OF 12" BELOW FINISH GRADE.
5. INSTALL ELECTRIC VALVES IN PLASTIC VALVE BOXES FLUSH WITH GRADE. VALVE BOX LOCATION TO BE APPROVED BY LANDSCAPE ARCHITECT.
6. VACUUM BREAKERS TO BE ASSEMBLY WITH ALL HARD COPPER PIPE AND FITTINGS. UNION SHALL BE INSTALLED ON BOTH INLET AND OUTLET SIDS OF PIPE ABOVE GRADE.
7. MAINLINE IRRIGATION ASSEMBLYS AND TURN OVER TO OWNER PRIOR TO INSTALLATION ACCEPTANCE. AS-BUILT PLANS TO BE AVAILABLE FOR REVIEW AT THE TIME OF FINAL WALK THRU.
8. ALL IRRIGATION EQUIPMENT TO BE LOCATED IN LANDSCAPE AREAS. ALL LINES AND EQUIPMENT LOCATIONS ARE SCHEMATIC.
9. IRRIGATION AND ELECTRICAL SLEEVES TO BE SCH. 40 PVC. ALL SLEEVES TO EXTEND AT LEAST 1" BEYOND CONCRETE STRUCTURES. ALLOW 6" FROM FACE OF SLEEVES TO FIRST FITTING ON IRRIGATION LINE. ALL SLEEVES TO BE 24" BELOW GRADE AND VAS PER OWNER'S SPECIFICATIONS.
10. LANDSCAPE CONTRACTOR RESPONSIBLE FOR ALL REQUIRED IRRIGATION SLEEVING. COORDINATE INSTALLATION WITH GENERAL CONTRACTOR. VERIFY ANY EXISTING SLEEVES INSTALLED BY OTHER CONTRACTORS.
11. LOCATE EMISSIONS ON UPHILL SIDE OF PLANTS ON SLOPED PLANTING AREA OR PER APPROVAL BY ARCHITECT OR OWNER'S REPRESENTATIVE.
12. ALL PEA GRAVEL IN VALVE BOXES TO BE CLEANED FROM TOP OF VALVE SO THAT VALVE IS COMPLETELY VISIBLE UP OF VALVE BOX SHALL ALSO BE FREE OF DEBRIS.
13. ALL MATERIAL USED SHALL BE INSTALLED AS PER PLAN AND AS PER MANUFACTURER'S SPECIFICATIONS. ANY DEVIATIONS FROM DRAWINGS OR MATERIAL USED SHALL BE APPROVED BY OWNER'S REPRESENTATIVE AND/OR ARCHITECT.
14. LOCATE PRESSURE REGULATOR AND Y STRAINER IN VALVE BOXES REQUIRED. REMOVE CONTROL VALVES TO BE LOCATED IN A SEPARATE ADJACENT VALVE BOX OR A LIMITED VALVE BOX MAY BE USED IN LIEU OF TWO SEPARATE BOXES. ALL BOXES TO BE LOCATED IN ANY EXISTING AREAS AND INSTALLED FLUSH WITH GRADE.
15. ALL DRIP SYSTEMS TO BE FLUSHED THROUGH FLUSH CAPS. FLUSH CAPS TO BE LOCATED IN 10' ROUND ECONOMY BOXES (SEE NOTE #11).
16. ALL PUMP/VALVE/QUIRING MORE THAN ONE DRIP EMITTER SHALL HAVE EMITTERS DISTRIBUTED EVENLY AROUND THE EDGE OF THE ROOTBALL.
17. PRIOR TO OWNERS APPROVAL, IRRIGATION LAYOUT MUST BE PERFORMED AS FOLLOWS:
- a. ALL IRRIGATION EQUIPMENT (INCLUDING ALL PIPES AND SLEEVES) TO BE DOCUMENTED FROM TWO STATIONARY POINTS.
- b. ALL DRIP SYSTEMS TO BE FLUSHED BEGINNING WITH THE Y STRAINER AND WORKING AWAY FROM PRESSURE REGULATOR.
- c. IRRIGATION VALVES TO BE LABELED ON A SHEET OF PAPER WITH STATIONS CORRESPONDING TO MARKED LABELS ON TOP OF VALVE BOXES. THIS SHEET TO BE PLACED IN A PLASTIC POUCH AND ATTACHED TO THE INSIDE OF THE CONTROLLER.
- d. ALL IRRIGATION SPRAY HEADS ARE TO BE FLUSHED OF DEBRIS AND FLOW CONTROLS ADJUSTED IN ORDER TO ACHIEVE 100% COVERAGE. AVOID SPRAY INTO ALL STREETS, CURBS, SIDEWALKS OR ANY OTHER HARDSCAPE AREA OR STRUCTURE.
- e. ALL IRRIGATION HEADS TO BE ADJUSTED TO PROPER HEIGHT.
- f. CONTRACTOR IS RESPONSIBLE FOR SUPPLYING MATERIALS AND LABOR TO PROVIDE SPECIFIED ELECTRICAL SERVICE TO ALL CONTROLLED LOCATIONS. ALL ELECTRICAL WORK TO BE PERMANENT FACTORIES SPECIFICATIONS AND PER LOCAL CODE.
18. IRRIGATION PLANS SCHEMATIC. ACTUAL BACKFLOW PREVENTER LOCATION TO BE SCREENED FROM VIEW BY PLANT MATERIAL. REFER TO PLANTING PLAN FOR SCREENING.
19. CONTROLLER WIRE SHALL BE A DIFFERENT COLOR FOR TREE LINES AND DRIP LINES. AT LEAST ONE EXTRA CONTROL WIRE TO BE RUN TO THE FARTHEST WALK ON THE SYSTEM.
20. ALL IRRIGATION LINES ARE SCHEMATIC. THE CONTRACTOR IS RESPONSIBLE FOR RUNNING IRRIGATION LINES TO ALL TREES, SHRUBS, AND GROUNDCOVER ON THE PROJECT. ALL IRRIGATION EQUIPMENT SHALL BE LOCATED IN LANDSCAPE AREAS AND WITHIN THE LIMITS OF WORK.
21. IRRIGATION LINES SHALL RUN PARALLEL TO THE HIGH SIDE OF SLOPES WHEREVER POSSIBLE.
22. TREES ARE TO BE VALVED SEPARATELY FROM SHRUBS AND GROUNDCOVER.
23. CONTRACTOR IS RESPONSIBLE FOR SUPPLYING AND INSTALLING ALL SLEEVING NECESSARY TO RUN IRRIGATION LINES AND CONTROL WIRE UNDER ANY REQUIRED HARDSCAPE AREAS WALLS ETC.
24. CONTRACTOR SHALL ADJUST ALL SPRAY HEADS AS NECESSARY TO AVOID OVER SPRAY ONTO ALL WALKS, CURBS, OR ANY OTHER HARDSCAPE AREAS AND TO ACHIEVE 100% COVERAGE.
25. CONTRACTOR TO PROVIDE EMITTERS TO ALL TREES IN TURF AREAS. EMITTERS TO TREES IN TURF AREAS SHALL BE BURIED IN PLASTIC BODIES. TOP OF BODIES TO BE FLUSH WITH GRADE.
26. EXISTING CITY OF SURPRISE IRRIGATION SHALL BE MAINTAINED IN RIGHT OF WAY AND CONNECTED TO THE NEW SYSTEM. MAINTAIN ANY THROUGH IRRIGATION REQUIREMENTS CONTRACTOR TO CAP OFF OR ABANDON EXISTING IRRIGATION TO PLANT MATERIAL AND PROVIDE NEW IRRIGATION FOR PROJECT TO EXISTING RIGHT OF WAY LANDSCAPING.

CITY OF SURPRISE GENERAL NOTES

1. CONTRACTOR TO OBTAIN PERMITS FROM LOCAL AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER THE SITE.
2. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL THE WORK INDICATED ON THE LANDSCAPE DESIGN DOCUMENTS. HE SHALL BE RESPONSIBLE FOR CAREFUL SITE INSPECTION, DETAILED REVIEW OF PLANS AND COORDINATION WITH OTHER CONTRACTORS ON-SITE PRIOR TO ANY INSTALLATION. ANY DISCREPANCIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNER'S AGENT.
3. ALL QUANTITIES PROVIDED ARE FOR BIDDING PURPOSES ONLY. LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINISH GRADES IN LANDSCAPE AREAS. HE SHALL DETERMINE WITH THE GENERAL CONTRACTOR, THE EXTENT OF ROUGH GRADING AND/OR FINE GRADING TO BE ESTABLISHED BY OTHERS.
5. ALL GRADING AND DRAINAGE SHALL BE IN ACCORDANCE WITH THE PLANS PREPARED BY THE PROJECT ENGINEER OR AS DIRECTED BY THE OWNER'S AGENT. PROVIDE POSITIVE DRAINAGE AWAY FROM ANY BUILDINGS IN ALL CONDITIONS. CONTRACTOR TO MEET ALL EXISTING GRADES AT PROJECT BOUNDARIES. FINISH GRADE OF LANDSCAPE AREAS SHALL BE 7" BELOW THE TOP OF ADJACENT WALKS AND CURBS PRIOR TO RECEIVING DECOMPOSED GRANITE OR GRASS SEED SOED.
6. ALL PLANS AND SKEWAL REQUIRED BY CITY OF SURPRISE SUPPLEMENT PLANS.
7. ALL TREES AND SHRUBS LOCATED ON THE LINE OF RIGHT-OF-WAY WILL BE MAINTAINED FOR A CLEAR AREA BETWEEN 2.5' TO 7', PER CITY OF SURPRISE STANDARDS (DHS-4-671 AND 4-672).
8. THE LANDSCAPE AND IRRIGATION DESIGN WILL COMPLY WITH CITY OF SURPRISE EDS PER CHAPTER 8.

LANDSCAPE ARCHITECT

MCGOUGH ADAMSON
535 E. MCCALL PIDS RD. STE 131
MESA, ARIZONA 85203
CONTACT: C. ADAMSON, RLA
602-497-8093
nick@mgad.com

LANDSCAPE NOTES

1. PROVIDE LANDSCAPE ARCHITECT A SAMPLE OF DECOMPOSED GRANITE FOR APPROVAL PRIOR TO DELIVERY TO THE SITE.
2. PREPARED MIXTURE FOR PLANTING: ITS SHALL BE 4 PARTS NATIVE SOIL, TO 1 PART NITROGEN STABILIZED MULCH, MIX MULCH AND SOIL BACKFILL THOROUGHLY TO CREATE BACKFILL PRIOR TO PLANTING IN THE.
3. TOPSOIL TO CONFORM TO THE REQUIREMENTS OF MAG SPECIFICATION, SECTION 795. PROVIDE A WRITTEN SPECIFICATION OF CERTIFICATION OF ORIGINAL ORIGIN OF TOPSOIL TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY TO THE SITE.
4. PLANT TABLETS TO BE ASG FORM 21 GRAM, 20-10-10 FERTILIZER TABLETS.
5. CONTRACTORS RESPONSIBILITY TO BID ESTIMATE DECOMPOSED GRANITE QUANTITIES. INDICATE THE UNIT PRICE ONLY AT THE TIME OF BIDDING.
6. ALL PLANTS MUST BE INSPECTED AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PLANTING. PLANT QUANTITIES ON THE PLANT LIST ARE PROVIDED AS A CONVENIENCE TO THE CONTRACTOR. PLANTS TAKE PRECEDENCE.
7. LANDSCAPE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL UNDERGROUND UTILITIES FOR PROTECTION PRIOR TO CONSTRUCTION. CONTACT BLUE STAKE AT 602-263-1100 OR 1-800-792-2348.
8. PRIOR TO BIDDING, THE LANDSCAPE SUPERINTENDENT SHALL WALK THE SITE TO DETERMINE THE FULL EXTENT OF DEMOLITION WORK REQUIRED.
9. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE WORK FOR A PERIOD OF ONE YEAR.
10. CLARIFICATION OF DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND THE SITE SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
11. BEFORE WORK BEGINS ON THE PROJECT, THE LANDSCAPE CONTRACTOR SHALL RENEW THE PROJECT WITH THE ARCHITECT AND/OR OWNER'S REPRESENTATIVE.
12. THE LANDSCAPE ARCHITECT, OWNER'S REPRESENTATIVE, AND THE CITY OF SURPRISE IS TO APPROVE ANY AND ALL SUBSTITUTIONS.
13. THE LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIAL DETERMINED UNACCEPTABLE. ALL PLANT MATERIAL SHALL BE INSPECTED PRIOR TO INSTALLATION.
14. UNLESS OTHERWISE NOTED ON PLANS, DECOMPOSED GRANITE SHALL EXTEND UNDER SHRUBS AND BARKED UNDERSHAW ALONG WALLS, SIDEWALKS, AND CURBS.
15. SEE ENGINEERING OR ARCHITECTURAL DRAWINGS FOR DRAINAGE FLOWS. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE THAT THESE ARE PROVIDED AND ARE NOT IMPAIRED WITH OBSTRUCTIONS.
16. OBSERVE ALL TREE OUTSIDE ROOTBALL.
17. DOUBLE CHECK ALL CONTRACTOR TO PROVIDE BARRICADES ALONG PUBLIC STREETS IF REQUIRED DURING INSTALLATION.
18. LANDSCAPE CONTRACTOR SHALL INSPECT WITH OWNER'S REPRESENTATIVE ALL SIDEWALK AND CURB DEFECTS PRIOR TO BEGINNING WORK. ALL HARDSCAPE TO BE REINSPECTED DURING FINAL WALK THRU. ANY DAMAGED AREAS TO BE REPAIRED AT CONTRACTOR'S EXPENSES.
19. PLANTS TO BE LOCATED AWAY FROM OBSTACLES SUCH AS TREES, HYDROCARBONS, TRANSFORMERS, POWER POLES, AND LIGHT FIXTURES AS NECESSARY.
20. THE LANDSCAPE CONTRACTOR SHALL CONSULT WITH ARCHITECT AND/OR OWNER'S REPRESENTATIVE BEFORE EACH APPLICATION OF PESTICIDE FOR VERIFICATION. MINIMUM 2 APPLICATIONS REQUIRED.
21. LANDSCAPE PLANS MUST BE CORRELATED TO THE DRAWINGS.
22. LANDSCAPE MAINTENANCE WITHIN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION.

SPECIAL NOTES:

1. TREE ROOT BARRIERS ARE REQUIRED PER CITY OF SURPRISE EDS STD. 8-4-1 WHEN TREES ARE WITHIN 1' OF SIDEWALKS, CURBS, PAVEMENT, OR WALLS.
2. CONTRACTOR TO INSTALL ALL MATERIALS AS SPECIFIED IN THE PLAN SET, OR AN APPROVED EQUIVALENT BY THE OWNER'S LANDSCAPE ARCHITECT.
3. STREET TREES WILL BE LOCATED IN THE LANDSCAPE AREA BETWEEN THE SIDEWALKS AND CURB. LOCAL STREET TREES WILL HAVE A MINIMUM OF ONE 24" INCH BOX TREE AND FOUR 16" GALLONS SHRUBS AND GROUNDCOVER PLANTS PER HOME FRONTAGE FOR LOTS UP TO 50 FEET WIDE. HOMES WITH FRONTAGES GREATER THAN 50 FEET WIDE WILL HAVE AN ADDITIONAL TREE AND TWO SHRUBS AND/OR GROUNDCOVER PLANTS.
4. TREE SPECIES PERMITTED WITHIN THE R.O.W.:
- ACACIA SALICINA - MALLOW ACACIA
 - ACACIA LUNOPHYLLA (SHOEBRING ACACIA)
 - ACACIA VILLAGINA (PALO BLANCO)
 - CALISTEMON (BELLIE'S BOTTLEBUSH)
 - QUERCUS VIRGINIANA (SOUTHERN LIVE OAK)
 - SOPHORA SECUNDIFLORA (DESERT MOUNTAIN LAUREL)
 - CHILIPENS (DESERT YUCCA)
 - OLIVEA (SWAMP HILL OLIVE)
 - FRAXINUS (GREYBARK LITTLE LEAF ASH)
5. TREES WITH THORNS ARE TO BE LOCATED A MINIMUM OF 10' FROM PUBLIC STAIRWAYS.
6. DEVELOPER RESERVES THE RIGHT TO REPLACE ANY TREE, OUTSIDE OF THE R.O.W., WITH A SALVAGED TREE OF EQUAL OR GREATER SIZE THAN WHAT WAS SPECIFIED.
7. ALL IRRIGATION PIPING SHALL BE INSTALLED IN PURPLE PIPING. POLY OF CITY OF SURPRISE EDS STD. 8-205.
8. HOMES LOCATED ON INTERSECTIONS ARE REQUIRED TO HAVE THE SIDE WALK LANDSCAPING AT THE RATE OF (1) 24" BOX TREE AND (4) 16" GALLON SHRUBS AND/OR GROUNDCOVER PLANTS PER 25' LINEAR FEET INCLUDED WITH THE FRONT WALK LANDSCAPING BY THE DEVELOPER.

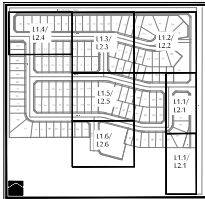
SHEET INDEX

SHEET #	DESCRIPTION
L.0.1	COVER SHEET
L.1.1 - L.2.6	PLANTING PLAN
L.3.1	WALL PLAN
L.4.1	AMENITIES SCHEDULE
L.5.1 - L.5.3	DETAILS

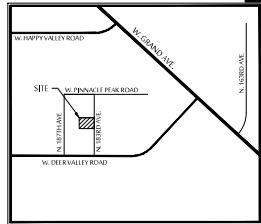
PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME	QTY.	SIZE	COMMENTS
TREES				
	ACACIA SALICINA - MALLOW	22	24" BOX	STANDARD
	* ACACIA SALICINA - MALLOW ACACIA	50	24" BOX	STANDARD
	* CHILOPSIS SP. "RIO SALADO" - "RIO SALADO" DESERT MALLOW	53	24" BOX	MULTI-TRUNK
	OLNEYA TESOTA - BROWNWOOD	10	24" BOX	MULTI-TRUNK
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE	34	24" BOX	MULTI-TRUNK
	PARKINSONIA MICROPHYLLUM - FOOTHILLS PALO VERDE	8	24" BOX	STANDARD
	PROSOPIS HYBRID "AZT" - "AZT" THORNLESS MESQUITE	20	24" BOX	MULTI-TRUNK
SHRUBS				
	CALLIANDRA BRYOPHYLLA - NATIVE FAIRY DUSTER	133	5 GAL	CAN FULL
	ENCELIA ALBONOSA - BRITTLERUSH	106	5 GAL	CAN FULL
	HYPTIS EMORYI - DESERT LAVENDER	120	5 GAL	CAN FULL
	JUSTICIA CALIFORNICA - CHILIPAROSA	44	5 GAL	CAN FULL
	LARREA TRIDENTATA - CREOSOTE BUSH	66	5 GAL	CAN FULL
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUA SAGE	232	5 GAL	CAN FULL
	SIMMONDSIA CHINENSIS - JOJOBA	73	5 GAL	CAN FULL
	SHUARUA CLEMATIS - GLOBE MALLOW	22	5 GAL	CAN FULL
ACCENTS				
	AGAVE AMERICANA - AMERICAN AGAVE	16	5 GAL	CAN FULL
	AGAVE PARVIFLORA - PARRY'S AGAVE	179	5 GAL	CAN FULL
	ASCLEPIAS TUBEROSA - DESERT MILKWEEED	73	5 GAL	CAN FULL
	BOUTELLOUA GRACILIS - BLONDE AMBITION GRASS	130	5 GAL	CAN FULL
	DASYLIRION WHEELERI - DESERT SPOON	72	5 GAL	CAN FULL
	FOQUIERIA SPLENDENS - OCTOIL	27	8 CANES	BARE ROOT
	HEPERALOE PARVIFLORA "PERLA" - BRASSLIGHTS RED YUCCA	95	5 GAL	CAN FULL
	MULHENBERGIA RIGENS - DEER GRASS	270	5 GAL	CAN FULL
	OPUNTIA ENGELMANNII - MAMMILLARIAN PRICKLY PEAR	35	5 GAL	2 PADS MIN
GROUND COVERS				
	AMBROSIA DELTOIDEA - TRIMBLE'S BURGE	319	5 GAL	CAN FULL
	BAILEYELLA MULTICAULIS - DESERT MARGOLD	255	5 GAL	CAN FULL
	EREMOPHILA GABRA HYBRID - OUTBACK SUNBURST	185	5 GAL	CAN FULL
	ACACIA REDOLENS - TRAILING ACACIA	62	5 GAL	CAN FULL
	DECOMPOSED GRANITE - T.B.D. BY OWNER	161,778 SQ.FT.		
	MID-RUN BERMAUDA TURF	15,871 SQ.FT.		

KEY MAP



VICINITY MAP

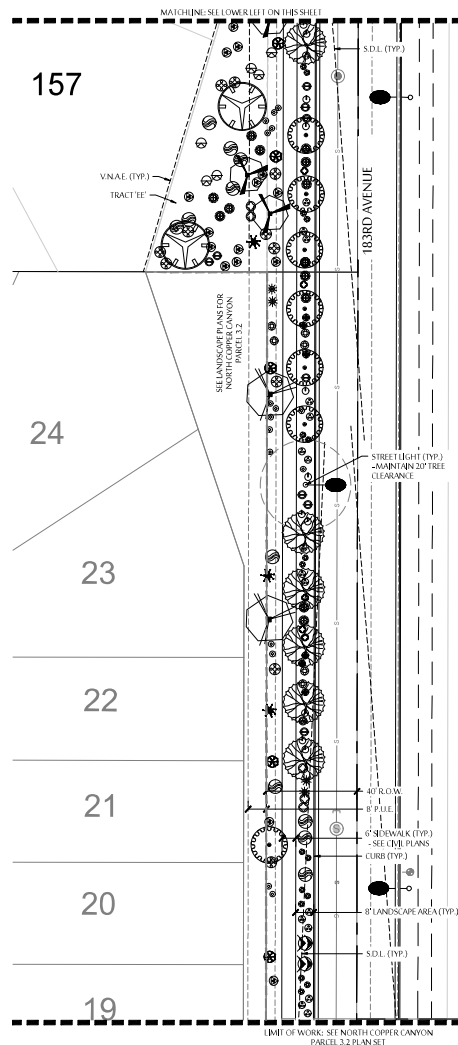
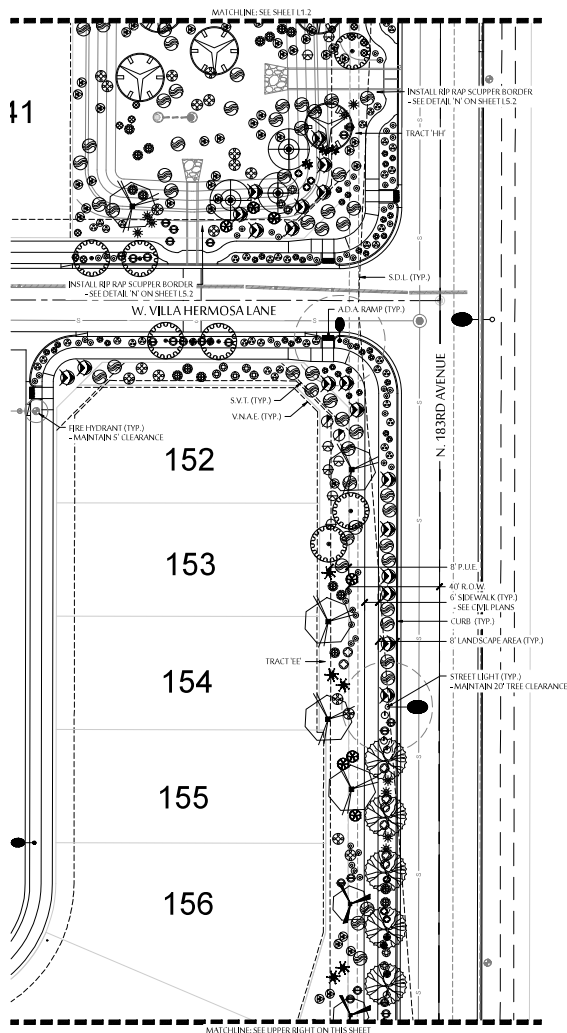


COVER SHEET
NORTH COPPER CANYON - PARCEL 3.3
N 183RD AVENUE & W DEER VALLEY ROAD
SURPRISE, AZ

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DATE 12-16-2020
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CHECKED BY: NA
REVIEWS:
CASE NUMBER: 5520-674
SHEET NO. L.0.1



PLANT LEGEND	
SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA ANILERA - MULGA
	* ACACIA SALICINA - MELLOW ACACIA
	* CHILCOPUS SP. 'RID SALADO' - 'RID SALADO' DESERT MELLOW
	OLNEYA TESOTA - IRONWOOD
	PARRISONIA HYBRID - DESERT MUSEUM PALO VERDE
	PARRISONIA MACHRODENDRON - FOOTHILLS PALO VERDE
	PROSOPIS HYBRID - 'AZT' THORNLESS MESQUITE
	* INDICATES A CITY APPROVED STREET/LOWWAY TREE THAT IS NOT BEST SUITED FOR TREE-ROOT BARRIERS
SHRUBS	
	CAL LANDRA HYPOCYPHYLLA - NATIVE FARTY DUSTER
	ENCLETHA ARBorea - BUTTERFLUSH
	HYPSIS EMORIN - DESERT LAVENDER
	JUSTICIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAEVEGATUM - CHIHUAHUA SAGE
	MONOTONIA CHINENSIS - JOJOBA
	SPHARALCE AMBIGUA - GLOBE MALLOW
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	AGAVE PARREI - PARRY'S AGAVE
	ASCLEPIUS SUBULATA - DESERT MILKWEED
	BOEHMIA GRACILIS - BLONDE AMERICAN GRASS
	DAUTOTHEA WHEELERII - DESERT SPOON
	FOURCROZIA SPLENDENS - OCTOLIL
	HESPERALOE PARVIFLORA 'PERLA' - 'BIRKBEIGHT'S' RED YUCCA
	MILKHEBERGIA REGENS - DEER GRASS
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR
GROUND COVERS	
	AMMORHAEAE TORDITA - TRIANGLE LEAF BURSAGE
	BALEAFMANIA TRINAGATA - DESERT MARGOLD
	FREMONTIA ALABRICA HYBRID - 'OUTBACK SUMMER'
	ACACIA REDCOLINS - TRAILING ACACIA
	DECOMPOSED GRANITE - T.B.D. BY OWNER
	MID-RON BERMUDA TURF



PLANTING PLAN
NORTH COPPER CANYON - PARCEL 3.3
N. 133RD AVENUE & W. DEER VALLEY ROAD
SURPRISE, AZ

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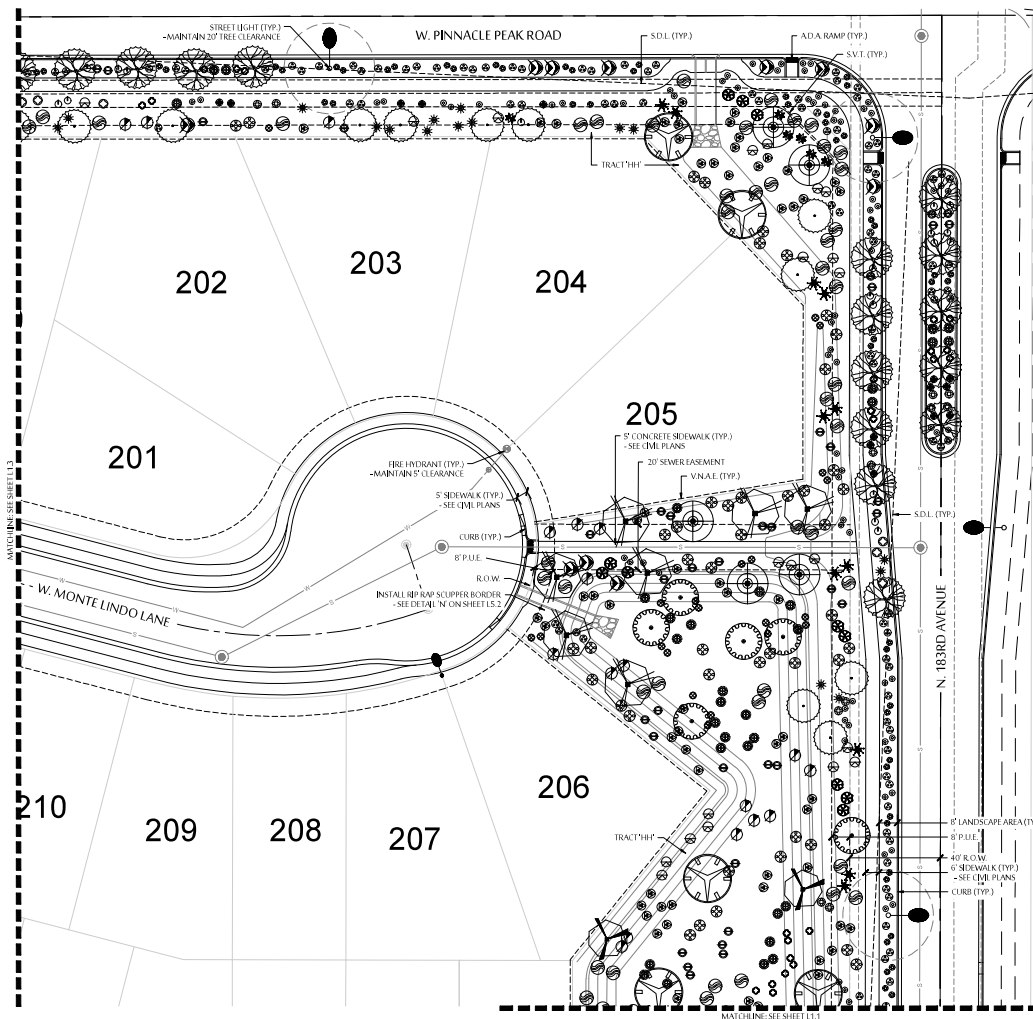
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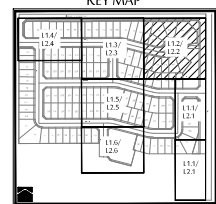
2 of 10



PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA ANEURA - MIMBA
	* ACACIA SALICINA - WILLOW ACACIA
	* CHILOPSIS SP. 'RED SALADO' - 'RED SALADO' DESERT WILLOW
	OLNEYA TESOTA - IRONWOOD
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE
	PARKINSONIA MICROPHYLLUM - FOOTHILLS PALO VERDE
	PROSOPIS HYBRID 'AZT' - 'AZT' THORNLESS MESQUITE
	* INDICATES A CITY APPROVED STREET/ROW TREE THAT IS TO BE INSTALLED WITH DEEP ROOT BARRIERS
SHRUBS	
	CALLANDRIA BIOPHYLLA - NATIVE HARRY DUSTER
	ENCELIA FARINOSA - BOTTLEBUSH
	HYPOBOSCINI - DESERT LAVENDER
	JUSTICIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAEVE - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
	SPHAERALEA AMBIGUA - GLOBE MALLOW
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	AGAVE PARRYI - PARRY'S AGAVE
	ASCLEPIAS TUBEROSA - DESERT MILKWEED
	BOULEOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIODON WHEELERI - DESERT SPOON
	FOQUIERIA SPLENDENS - OCOTILLO
	HESPERALOE PARVIFLORA - PERLA - 'BRACKLEIGHTS' RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR
GROUND COVERS	
	AMBROSIA DELTOIDEA - TRIANGLE LEAF BURSAGE
	BAILEYA MULTIRACATA - DESERT MARIGOLD
	TREMOPHILA GLABRA - 'OUTBACK SUNBURN'
	ACACIA RETINOIDES - TRAILING ACACIA
	DECOMPOSED GRANITE - T.B.D. BY OWNER
	MID-IRON BERMUDAGRASS

KEY MAP



SCALE: 1"=20'-0"



555 E. MCGILLIPS RD., SUITE 131
MESA, ARIZONA 85203
PHONE: (602) 997-9093



PLANTING PLAN NORTH COPPER CANYON - PARCEL 3.3 N. 183RD AVENUE & W. DEER VALLEY ROAD SURPRISE, AZ

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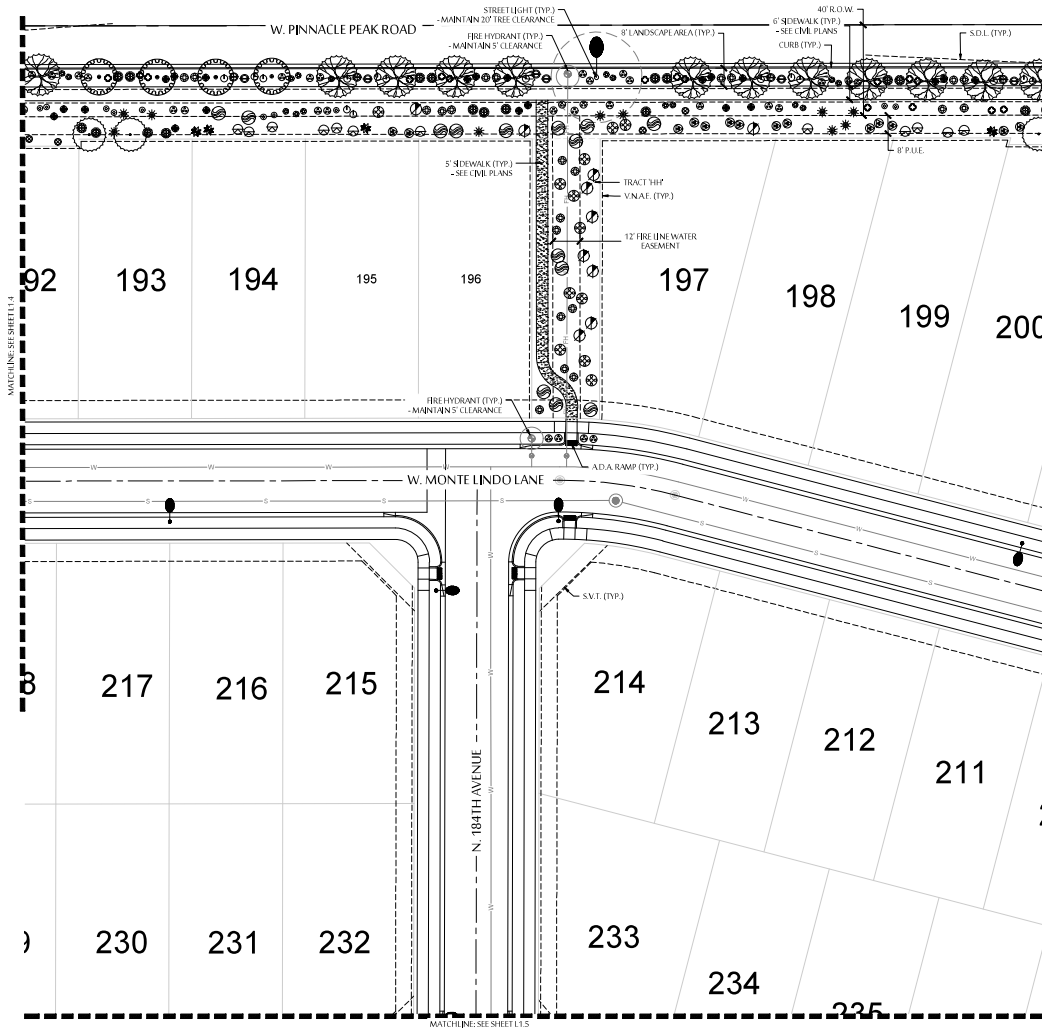
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CASE NUMBER: 5520-674

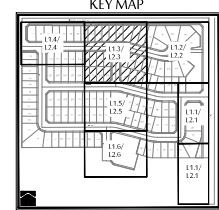
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PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	* ACACIA SALIGNA - WILLOW ACACIA
	* CHILOPSIS SP. RED SALADO - RED SALADO DESERT WILLOW
	OLNEYA TESOTA - IRONWOOD
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE
	PARKINSONIA MICROPHYLLUM - FOOTHILLS PALO VERDE
	PROSOPIS HYBRID "AZT" - "AZT" THORNLESS MESQUITE
	* INDICATES A CITY APPROVED STREET/ALLO W. TREE THAT IS TO BE INSTALLED WITH DEEP ROOT BARRIERS
SHRUBS	
	CALLIANDRA ERIOPHYLLA - NATIVE FERRY DUSTER
	ENCELIA FARINOSA - BUTTE BRUSH
	HYPOBOSCIS DESERTI - DESERT LAVENDER
	JUSTICIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAEVE - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
	SPHAERALEA AMBIGUA - GLOBE MALLOW
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	AGAVE PARVIFLORA - PARRY'S AGAVE
	ASCEPIAS TUBEROSA - DESERT MILKWEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	FOQUIERIA SPLENDENS - OCOTILLO
	HESPERALOE PARVIFLORA - PERLA - BRACKLEIGHTS RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR
GROUND COVERS	
	AMBROSIA DELTOIDEA - TRIANGLE LEAF BURSAGE
	BALE YAMUE TRACATA - DESERT MAHOGOLD
	EREMOPHILA GLABRA - OUTBACK SUNBURN
	ACACIA RETICULATA - TRAILING ACACIA
	DECOMPOSED GRANITE - T.B.D. BY OWNER
	MID-IRON BERMUDAGRASS



PLANTING PLAN

NORTH COPPER CANYON - PARCEL 3.3

N 183RD AVENUE & W. DEER VALLEY ROAD

SURPRISE, AZ

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DATE 12-16-2020

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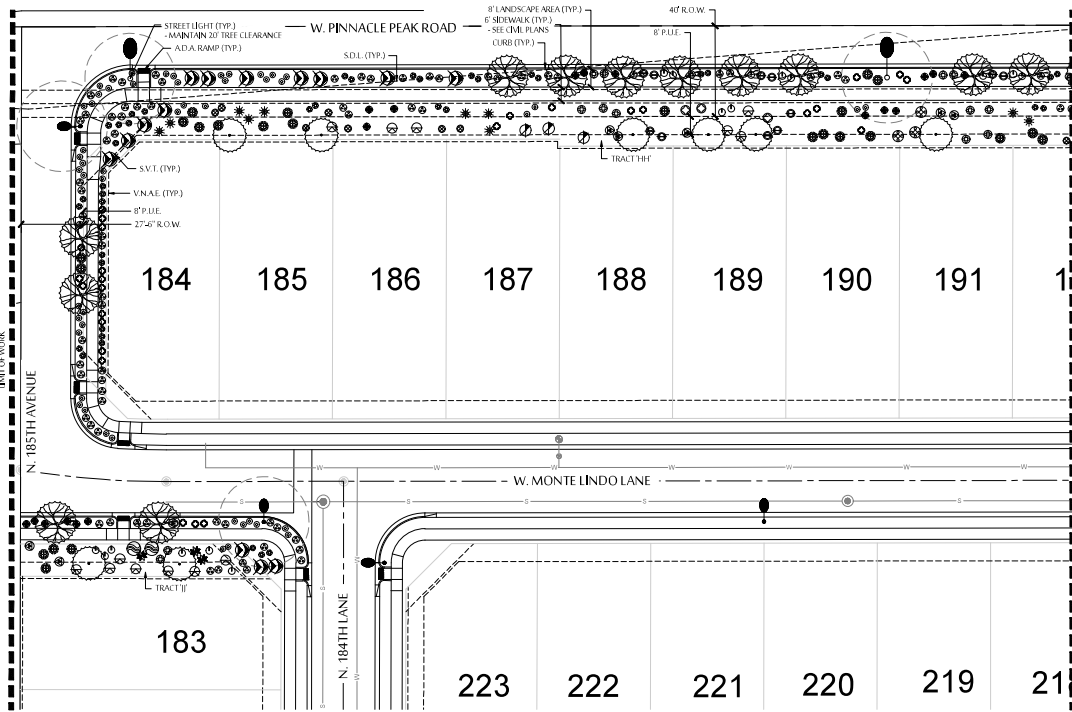
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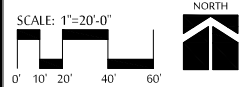
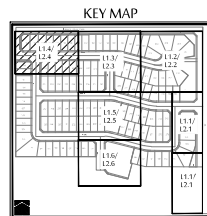
CASE NUMBER: 5520-674

SHEET NO. L1.3

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PLANT LEGEND	
SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA NEURA - MULGA
	* ACACIA SALICINA - WILLOW ACACIA
	* CHILOPSIS SP. 'RIO SALADO' - RIO SALADO DESERT WILLOW
	OLNEYA TESOTA - RONWOOD
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE
	PARKINSONIA MICROPHYLLUM - FOOTHILLS PALO VERDE
	PROSOPIS HYBRID 'AZT' - AZT THORNLESS MESQUITE
* INDICATES A CITY APPROVED STREET/BLVD. TREE THAT IS TO BE INSTALLED WITH DEEP ROOT BARRIERS.	
SHRUBS	
	CALLIANDRA ERIOPHYLLA - NATIVE FAIRY CLUSTER
	ENCELIA ALAMOSA - BRITTLEBUSH
	HYPTIS EMORYI - DESERT LAVENDER
	JUSTICIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	EUCOPHYLLUM LAEVIGATUM - CHIHUAHUAN SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
	SPHAERALCEA AMBIGUA - GLOBE MALLOW
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	AGAVE PARVIF - PARRY'S AGAVE
	ASCLEPIUS TUBULATA - DESERT MILKWEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	FOUQUIERIA SPLENDENS - OCCOTILLO
	HEPERALOE PARVIFLORA 'PERLA' - BRAKESIGHT'S RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR
GROUND COVERS	
	AMBROSIA DELTOIDEA - TRIANGELLULAI BURSAGE
	BAILEYELLA MULTIRADIATA - DESERT MARIGOLD
	EREMOPHILA GLABRA HYBRID - OUTBACK SUNRISE
	ACACIA REDOLENS - TRAILING ACACIA
	DECOMPOSED GRANITE - T.B.D. BY OWNER
	MICRON BERMUDA TURF



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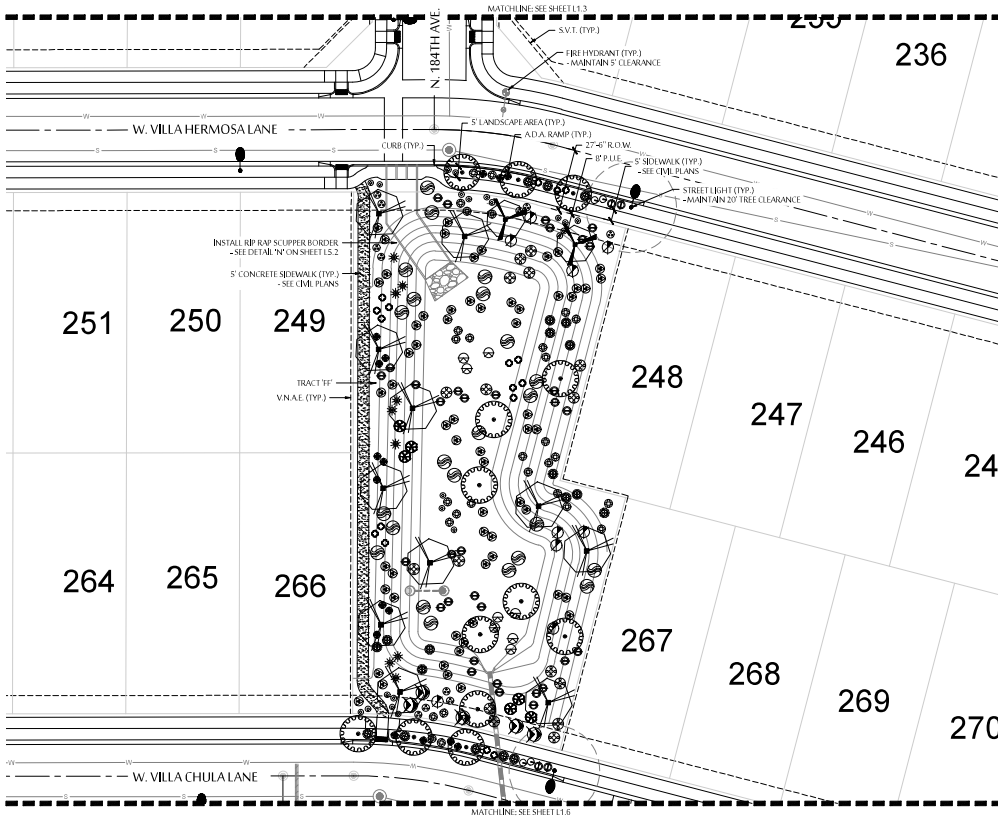


PLANTING PLAN
NORTH COPPER CANYON - PARCEL 3.3
N. 183RD AVENUE & W. DEER VALLEY ROAD
SURPRISE, AZ

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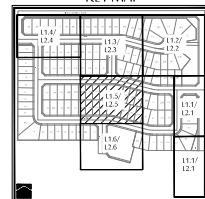
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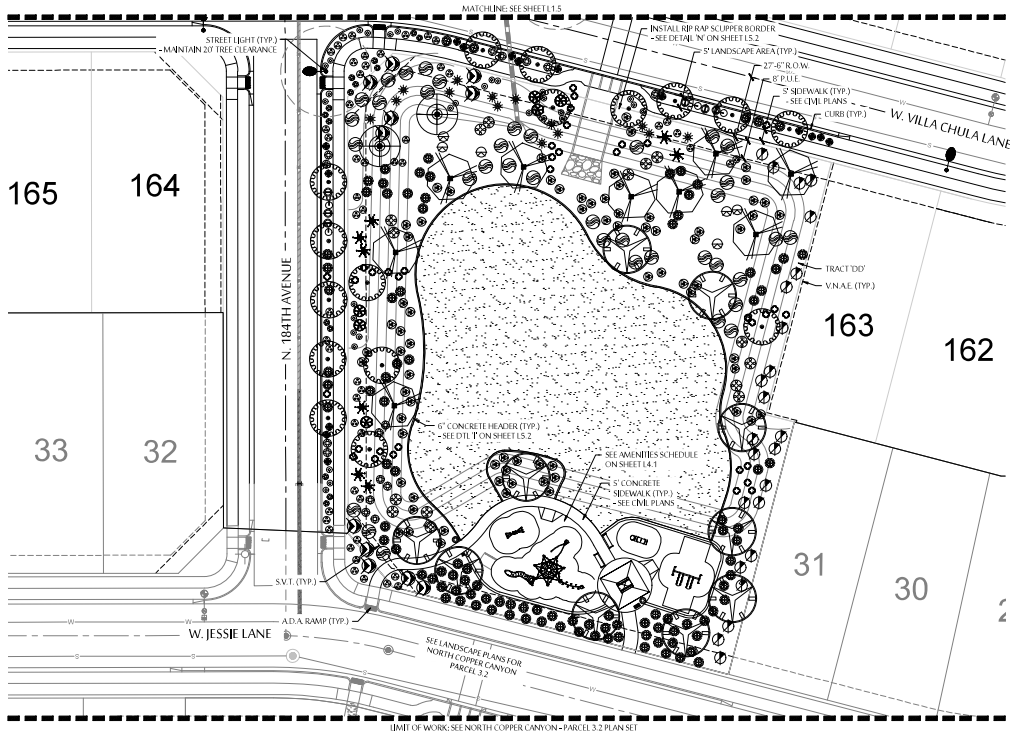


PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA VANEURA - MULGA
	* ACACIA SALICINA - WILLOW ACACIA
	* CHILOPSIS SP. "RIO SALADO" - "RIO SALADO" DESERT WILLOW
	OLNEYA TESOTA - IRONWOOD
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE
	PARKINSONIA MICOPHYLLUM - FOOTHILLS PALO VERDE
	* PROSOPIS HYBRID "AZT" - "AZT" THORNLESS MESQUITE
	* PROSOPIS JULIFLORA - "JULIFLORA" TREE THAT IS TO BE INSTALLED WITH DEEP ROOT BARRIERS
SHRUBS	
	CALLIANDRA THURPHYANA - NATIVE LARRY CLUSTER
	ENCELIA ARBORESCENS - BRITTLERUSH
	HYPTIS EMORYI - DESERT LAVENDER
	JUSTICIA CALIFORNICA - CHURPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAURIFOLIUM - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
	SPHAERALCEA AMBIGUA - GLOBE MALLOW
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	AGAVE PARVIFLORA - PARVIFLORA AGAVE
	ASCLEPIAS TUBEROSA - DESERT MILKWEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	FOQUIERIA SPLENDENS - OCOTILLO
	HEPERALOE PARVIFLORA - "BRICKLIGHTS" RED YUCCA
	MUHLENBERGIA RIGENS - DILL GRASS
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR
GROUND COVERS	
	AMBROSIA DELTOIDEA - TRIANGLE LEAF BURSAGE
	BAILEYELLA MULTIRADIATA - DESERT MARIPOSA
	EREMOPHILA GLABRA - "OUTBACK SUNRISE"
	ACACIA DREOLENS - TRAILING ACACIA
	DECOMPOSED GRANITE - T.B.D. BY OWNER
	MESQUITE BERMUDA TURF

KEY MAP

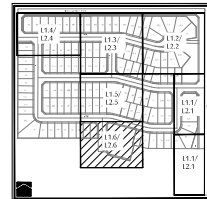


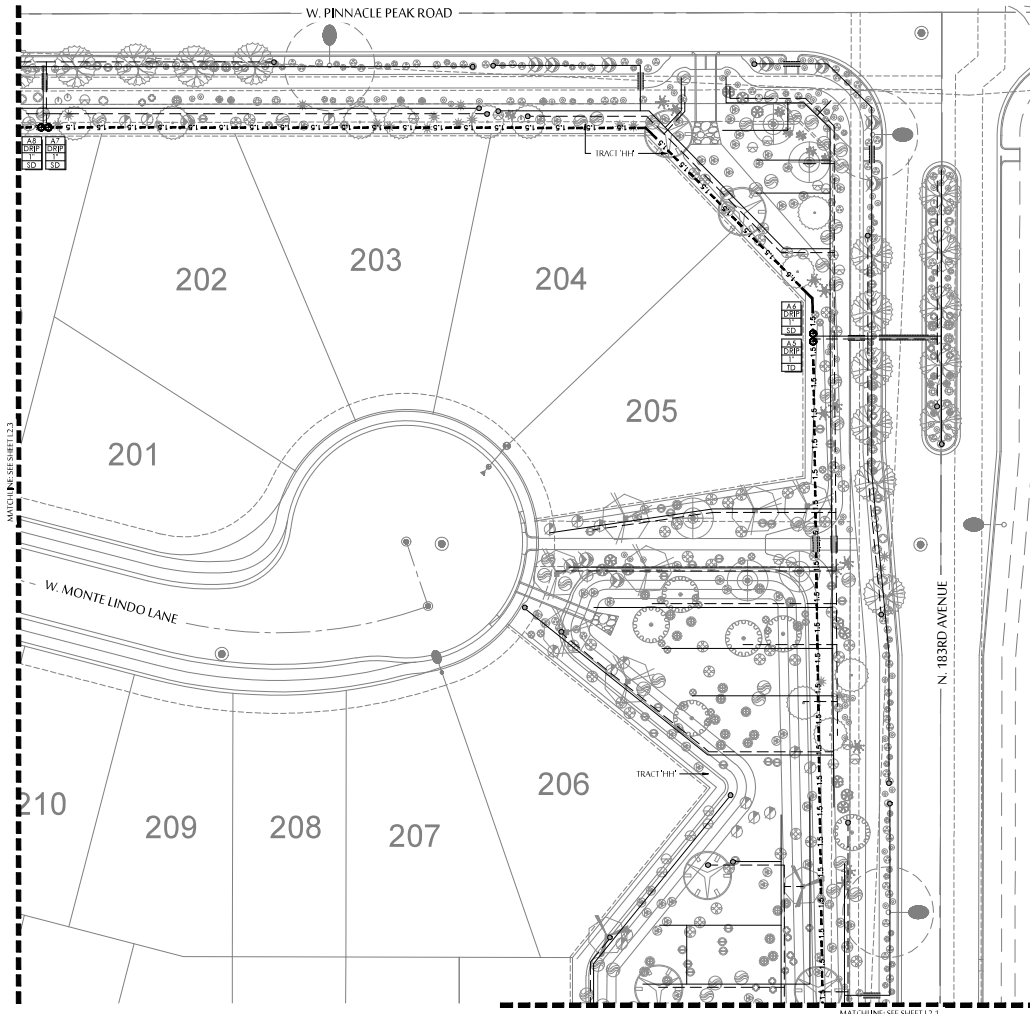


PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME
TREES		
	ACACIA VANEURA	MULGA
	*ACACIA SALICINA	WILLOW ACACIA
	*CHILOPSIS SP. 'RIO SALADO'	'RIO SALADO' DESERT WILLOW
	OLNEYA TESOTA	IRONWOOD
	PARKINSONIA HYBRID	DESERT MUSEUM PALO VERDE
	PARKINSONIA MICROPHYLLUM	FOOTHILLS PALO VERDE
	PROSOPIS HYBRID 'AZT' - 'AZT'	THORNLESS MESQUITE
*INDICATES A CITY APPROVED STREET/ROW TREE THAT IS TO BE INSTALLED WITH DEEP ROOT BARRIERS.		
SHRUBS		
	CALLIANDRA ERIOPHYLLA	NATIVE FARTY CLUSTER
	ENCELIA ALAMOSA	BRITTLERUSH
	HYPTIS EMORYI	DESERT LAVENDER
	JUSTICIA CALIFORNICA	CHILIPAROSA
	LARREA TRIDENTATA	CREOSOTE BUSH
	LEUCOPHYLLUM LAURIFOLIUM	CHILILIAN SAGE
	SIMMONDSIA CHINENSIS	JOJOBA
	SPHAERALCEA AMBIGUA	GLOBE MALLOW
ACCENTS		
	AGAVE AMERICANA	AMERICAN AGAVE
	AGAVE PARVIFLORA	PARRY'S AGAVE
	ASCLEPIAS TUBEROSA	DESERT MILKWEED
	BOUTELOUA GRACILIS	BLONDE AMBITION GRASS
	DASYLIRION WHEELERI	DESERT SPOON
	FOQUIERIA SPLENDENS	'OCOTILLO
	HEPERALOE PARVIFLORA	'TRAIL LIGHTS' RED YUCCA
	MUHLENBERGIA RIGENS	DEER GRASS
	OPUNTIA ENGELMANNII	NATIVE PRICKLY PEAR
GROUND COVERS		
	AMBROSIA DELTOIDEA	TRIANGLE LEAF BURSAGE
	BAILEYA MULTIRADIATA	DESERT MARIGOLD
	EREMOPHILA GLABRA	'OUTBACK SUNRISE'
	ACACIA DREPANOLOBA	TRAILING ACACIA
	DECOMPOSED GRANITE	T.B.D. BY OWNER
	MICROSERIS BIENNIS	FLYING SAUCER

KEY MAP

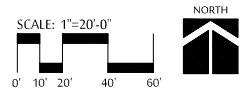
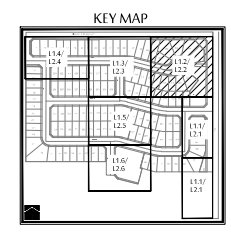




IRRIGATION SCHEDULE

SYMBOL	SPECIFICATION
	WATER METER - INSTALLED AS PART OF NORTH COPPER CANYON PARCEL 3.3
	FERCO 825VA REDUCED PRESSURE BACKFLOW PREVENTOR - INSTALLED AS PART OF NORTH COPPER CANYON PARCEL 3.2
	BRITROL AUTOMATIC IRRIGATION CONTROLLERS M-C-E SERIES - INSTALLED AS PART OF NORTH COPPER CANYON PARCEL 3.2 PLANS
	MAINLINE: SIZE AS PER PLAN - SCH. 40 PVC
	PVC LATERAL (IRRELS) - CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR TREE/EMITTER APPLICATION
	PVC LATERAL (SHRUBS, PINES, GROUND COVERS) - CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR EMITTER APPLICATION
	PVC LATERAL (TURF) - SCH. 40 PVC MIN.
	HAMMOND 667 GATE VALVE - SAME SIZE AS MAINLINE
	BRITROL 700 SERIES ELECTRIC GLOBE VALVE (PART # 700-1 OR 700-1-S)
	BRITROL 700DK4-MT - ELEC. REMOTE CONTROL DRIP VALVE ASSEMBLY, SIZE AS NOTED ON PLAN
	TORO QUICK COUPLING VALVE - 100-SLSC
	FLUSH VALVE ASSEMBLY
	PHASE CAP FOR MAINLINES
	SCHEDULE SCH 40 PVC SLEEVE - SEE SLEEVING SCH.
	ADD 2" SCHEDULE SCH 40 PVC SLEEVE FOR CONTROL WIRE WHERE NECESSARY
	CONTROLLER AND STATION
	FLOW - GALLONS PER MINUTE (SEE PIPE SIZING SCH.) VALVE SIZE VALUED - SD - SHRUB DRIP; TD - TREE DRIP; T - TURF; MV - MASTER VALVE
	SD
	TD
	T
	MV

SET SHEET 1.5 FOR ALL IRRIGATION DETAILS
 CONTRACTOR MUST CONSULT WITH PE/ARCHITECT APPROVAL FOR ALL IRRIGATION EQUIPMENT ALTERNATIVES/QUALITIES
POP UP ROTOR/EMITTER SCHEDULE
 TORO 15 SERIES ROTOR (TSP-1.0LW-OK-RS) 1.0LW NOZZLE
 *SYSTEM DESIGN PRESSURE = 45 PSI AT HEAD/ROTOR. NOTIFY LANDSCAPE ARCHITECT IF PRESSURE IN FIELD IS NOT SUFFICIENT.



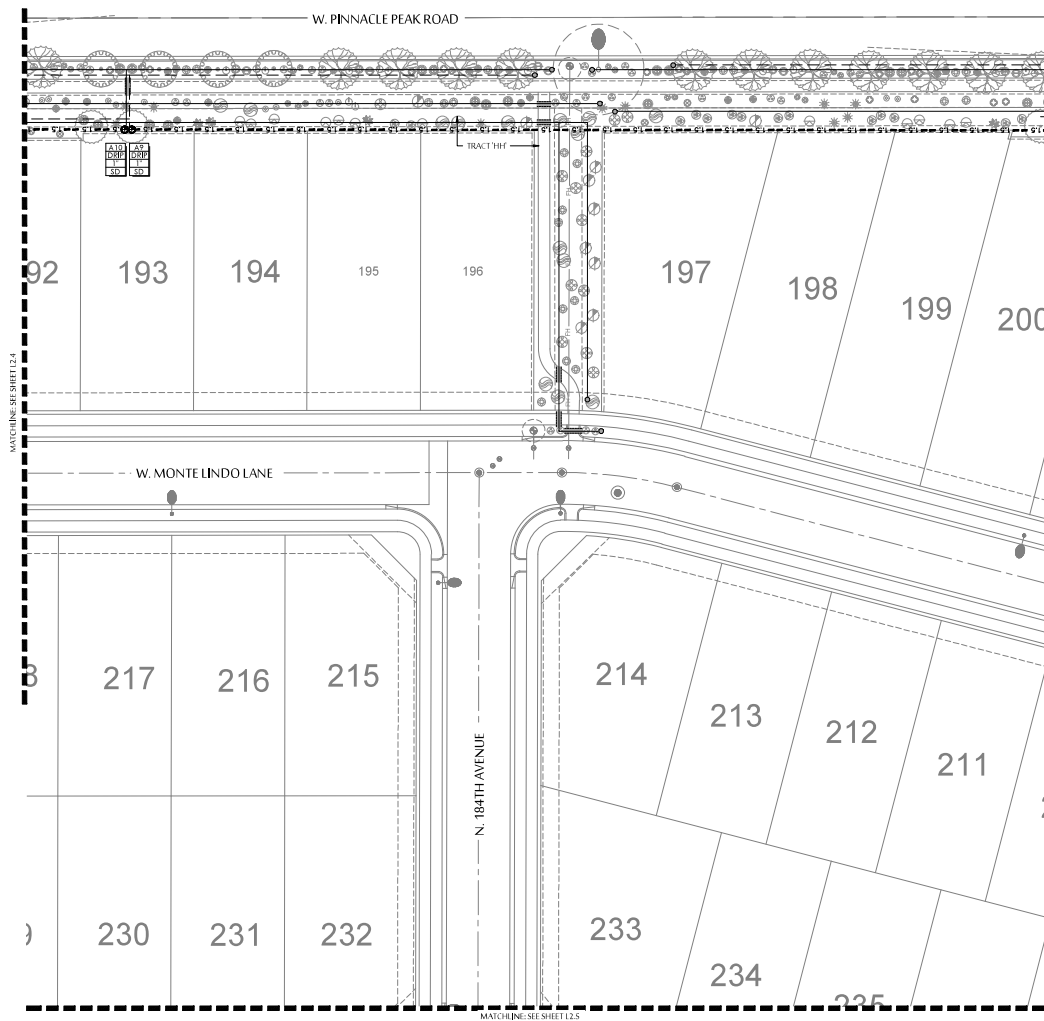
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IRRIGATION PLAN
NORTH COPPER CANYON - PARCEL 3.3
N. 183RD AVENUE & W. DEER VALLEY ROAD
SURPRISE, AZ

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JOB NO. 20-26
 DATE 12-16-2020
 DRAWN BY: SD
 CHECKED BY: NA
 REVISIONS:
 CASE NUMBER: 5520-674
 SHEET NO. 1.2.2
 9 OF 18

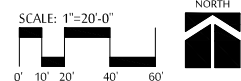
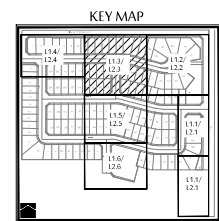


IRRIGATION SCHEDULE

SYMBOL	SPECIFICATION
M	WATER METER - INSTALLED AS PART OF NORTH COPPER CANYON PARCEL 3.3
F	FERRIS 825VA REDUCED PRESSURE BACKFLOW PREVENTOR - INSTALLED AS PART OF NORTH COPPER CANYON PARCEL 3.2
B	BIRTRUL AUTOMATIC IRRIGATION CONTROLLERS M-C-E SERIES - INSTALLED AS PART OF NORTH COPPER CANYON PARCEL 3.2 PLANS
---	MAINLINE: SIZE AS PER PLAN - SCH. 40 PVC
---	PVC LATERAL (IRRELS) - CLASS 200 PVC MIN. SEE Emitter SCHEDULE FOR TREE/EMITTER APPLICATION
---	PVC LATERAL (SHRUBS, PINES, GROUND COVERS) - CLASS 200 PVC MIN. SEE Emitter SCHEDULE FOR Emitter APPLICATION
---	PVC LATERAL (TURF) - SCH. 40 PVC MIN.
---	HAMMOND 667 GATE VALVE - SAME SIZE AS MAINLINE
---	BIRTRUL 700 SERIES ELECTRIC GLOBE VALVE: (PART 700-1 OR 700-1.5)
---	BIRTRUL 700DK4-MT - ELEC. REMOTE CONTROL DRIP VALVE ASSEMBLY: SIZE AS NOTED ON PLAN
---	TORCO QUICK COUPLING VALVE: 100-SLSC
---	FLUSH VALVE ASSEMBLY
---	PHASE CAP FOR MAINLINES
---	SCHEDULE SCH 40 PVC SLEEVE: SEE SLEEPING SCH.
---	ADD 2\" SCHEDULE SCH 40 PVC SLEEVE FOR CONTROL WIRE WHERE NECESSARY
---	CONTROLLER AND STATION
---	FLOW: GALLONS PER MINUTE (SEE PIPE SIZING SCH.) VALVE SIZE VALUED - SD - SHRUB DRIP; TD - TREE DRIP; T - TURF; MV - MASTER VALVE
---	***SEE SHEET L.5.3 FOR ALL IRRIGATION DETAILS***
---	***CONTRACTOR MUST CONSULT L.5.3 FOR ALL IRRIGATION DETAILS***

POP UP ROTOR/EMITTER SCHEDULE

- TORCO 15 SERIES ROTOR (TSP-1.0LAW-OK-RS) 1.0LAW NOZZLE
- *SYSTEM DESIGN PRESSURE = 45 PSI AT HEAD/ROTOR. NOTIFY LANDSCAPE ARCHITECT IF PRESSURE IN FIELD IS NOT SUFFICIENT.



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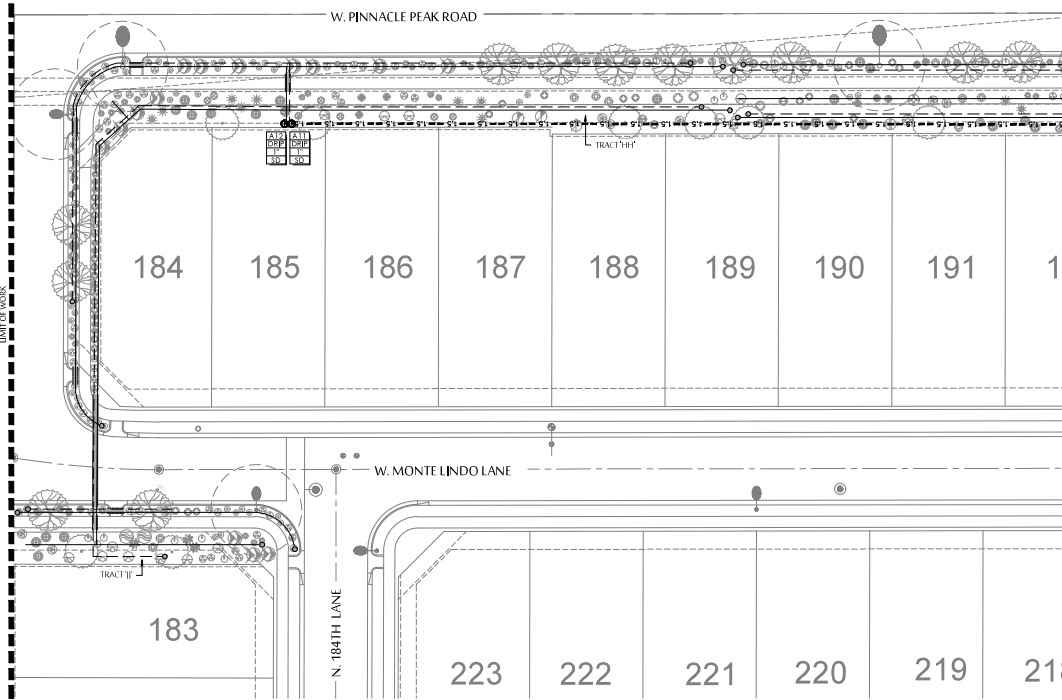


IRRIGATION PLAN
NORTH COPPER CANYON - PARCEL 3.3
N 183RD AVENUE & W. DEER VALLEY ROAD
SURPRISE, AZ

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CHECKED BY	NA
REVISIONS	
CASE NUMBER	5520-674
SHEET NO.	1.2.3



IRRIGATION SCHEDULE

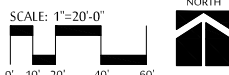
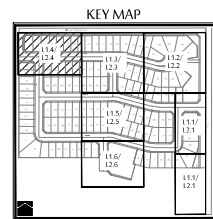
SYMBOL	SPECIFICATION
	WATER METER - INSTALLED AS PART OF NORTH COPPER CANYON PARCEL 3.2
	FERCO 825VA REDUCED PRESSURE BACKFLOW PREVENTOR - INSTALLED AS PART OF NORTH COPPER CANYON PARCEL 3.2
	IRRI-TROL AUTOMATIC IRRIGATION CONTROLLERS M-C-E SERIES - INSTALLED AS PART OF NORTH COPPER CANYON PARCEL 3.2 PLANS
	MAINLINE: SIZE AS PER PLAN - SCH. 40 PVC
	PVC LATERAL (REELS) - CLASS 200 PVC MIN. SEE Emitter SCHEDULE FOR TREE/EMITTER APPLICATION
	PVC LATERAL (SHRUBS, PINES, GROUND COVERS) - CLASS 200 PVC MIN. SEE Emitter SCHEDULE FOR Emitter APPLICATION
	PVC LATERAL (TURF) - SCH. 40 PVC MIN.
	HAMMOND 667 GATE VALVE - SAME SIZE AS MAINLINE
	IRRI-TROL 700 SERIES ELECTRIC GLOBE VALVE (PART# 700-1 OR 700-1-S)
	IRRI-TROL 700DK4-MT - ELEC. REMOTE CONTROL DRIP VALVE ASSEMBLY, SIZE AS NOTED ON PLAN
	TORO QUICK COUPLING VALVE - 100-SLSC
	FLUSH VALVE ASSEMBLY
	PHASE CAP FOR MAINLINES
	SCHEDULE SCH 40 PVC SLEEVE - SEE SLEEVING SCH.
	ADD 2" SCHEDULE SCH 40 PVC SLEEVE FOR CONTROL WIRE WHERE NECESSARY
	CONTROLLER AND STATION
	FLOW - GALLONS PER MINUTE (SEE PIPE SIZING SCH.) VALVE SIZE VALVED - SD - SHRUB DRIP; TD - TREE DRIP; T - TURF; MW - MASTER VALVE

SET SHEET LISTS FOR ALL IRRIGATION DETAILS
 CONTRACTOR MUST HAVE CONSULTING OR PROFESSIONAL APPROVAL FOR ALL IRRIGATION EQUIPMENT ALTERNATIVES QUALITY

POP UP ROTOR/EMITTER SCHEDULE

TORO 15 SERIES ROTOR (TSP-1.0L4-OK-4S) 1.0L4 NOZZLE

*SYSTEM DESIGN PRESSURE = 45 PSI AT HEAD/ROTOR. NOTIFY LANDSCAPE ARCHITECT IF PRESSURE IN FIELD IS NOT SUFFICIENT.



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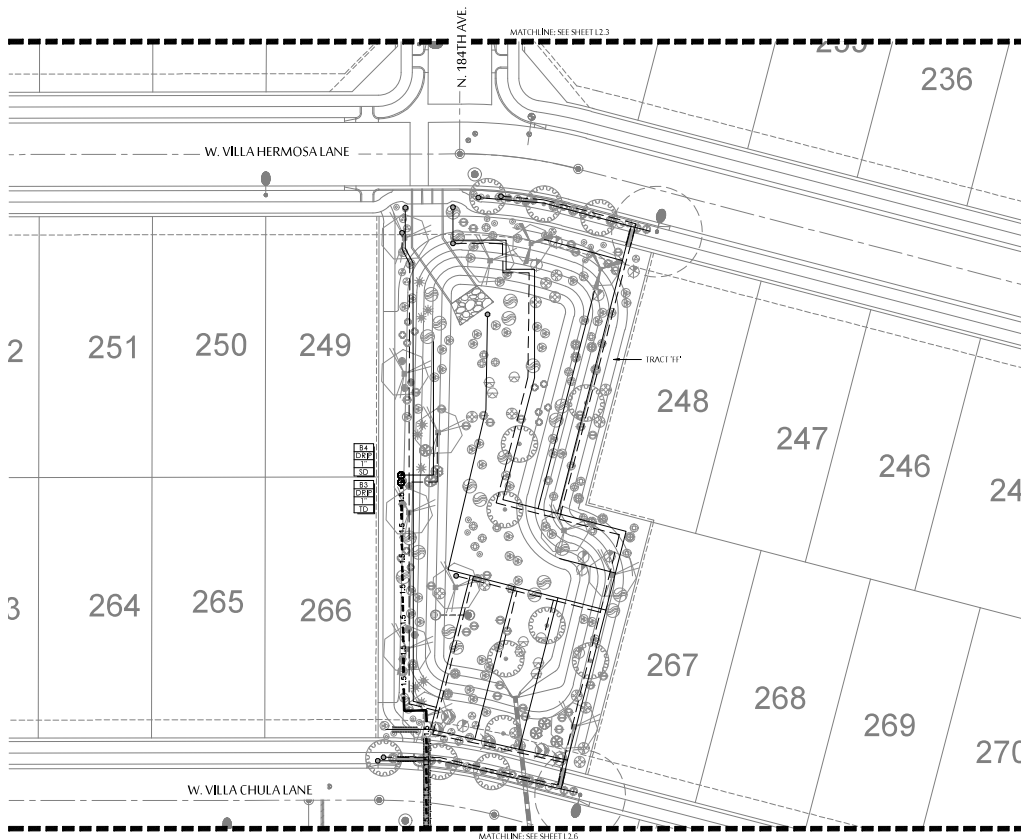
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IRRIGATION PLAN
NORTH COPPER CANYON - PARCEL 3.3
N 183RD AVENUE & W. DEER VALLEY ROAD
SURPRISE, AZ

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 CASE NUMBER: 5520-674
 SHEET NO. 12.4



IRRIGATION SCHEDULE

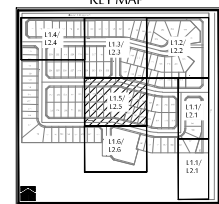
SYMBOL	SPECIFICATION
	WATER METER - INSTALLED AS PART OF NORTH COPPER CANYON PARCEL 3.2
	FERCO 825VA REDUCED PRESSURE BACKFLOW PREVENTOR - INSTALLED AS PART OF NORTH COPPER CANYON PARCEL 3.2
	BRITROL AUTOMATIC IRRIGATION CONTROLLERS M-C-E SERIES - INSTALLED AS PART OF NORTH COPPER CANYON PARCEL 3.2 PLANS
	MAINLINE: SIZE AS PER PLAN - SCH. 40 PVC
	PVC LATERAL (TREES) - CLASS 200 PVC MIN. SEE Emitter SCHEDULE FOR TREE/Emitter APPLICATION
	PVC LATERAL (SHRUBS, VINES, GROUND COVERS) - CLASS 200 PVC MIN. SEE Emitter SCHEDULE FOR Emitter APPLICATION
	PVC LATERAL (TURF) - SCH. 40 PVC MIN.
	HAMMOND 667 GATE VALVE - SAME SIZE AS MAINLINE
	BRITROL 700 SERIES ELECTRIC GLOBE VALVE: (PART 700-1 OR 700-1.5)
	BRITROL 700DK-4-MT-ELEC. REMOTE CONTROL DRIP VALVE ASSEMBLY: SIZE AS NOTED ON PLAN
	TORO QUICK COUPLING VALVE: 100-SLSC
	FLUSH VALVE ASSEMBLY
	PHASE CAP FOR MAINLINES
	SCHEDULE SCH 40 PVC SLEEVE - SEE SLEEVING SCH.
	ADD 2" SCHEDULE SCH 40 PVC SLEEVE FOR CONTROL WIRE WHERE NECESSARY
	CONTROLLER AND STATION
	FLOW - GALLONS PER MINUTE (SEE PIPE SIZING SCH.) VALVE SIZE VALVED - S-D - SHRUB DRIP; T-D - TREE DRIP; T - TURF; M-V - MASTER VALVE
	SEE SHEET L.5.3 FOR ALL IRRIGATION DETAILS
	CONTRACTOR MUST CONSULT WITH PE/ARCHITECT APPROVED IRRIGATION EQUIPMENT ALTERNATIVES QUALITY

POP UP ROTOR/EMITTER SCHEDULE

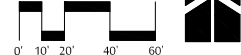
- TORO 15 SERIES ROTOR (TSP-1.0L4-OK-4S) 1.0L4 NOZZLE

* SYSTEM DESIGN PRESSURE = 45 PSI AT HEAD/ROTOR. NOTIFY LANDSCAPE ARCHITECT IF PRESSURE IN FIELD IS NOT SUFFICIENT.

KEY MAP



SCALE: 1"=20'-0"



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IRRIGATION PLAN
NORTH COPPER CANYON - PARCEL 3.3
N 183RD AVENUE & W. DEER VALLEY ROAD
SURPRISE, AZ

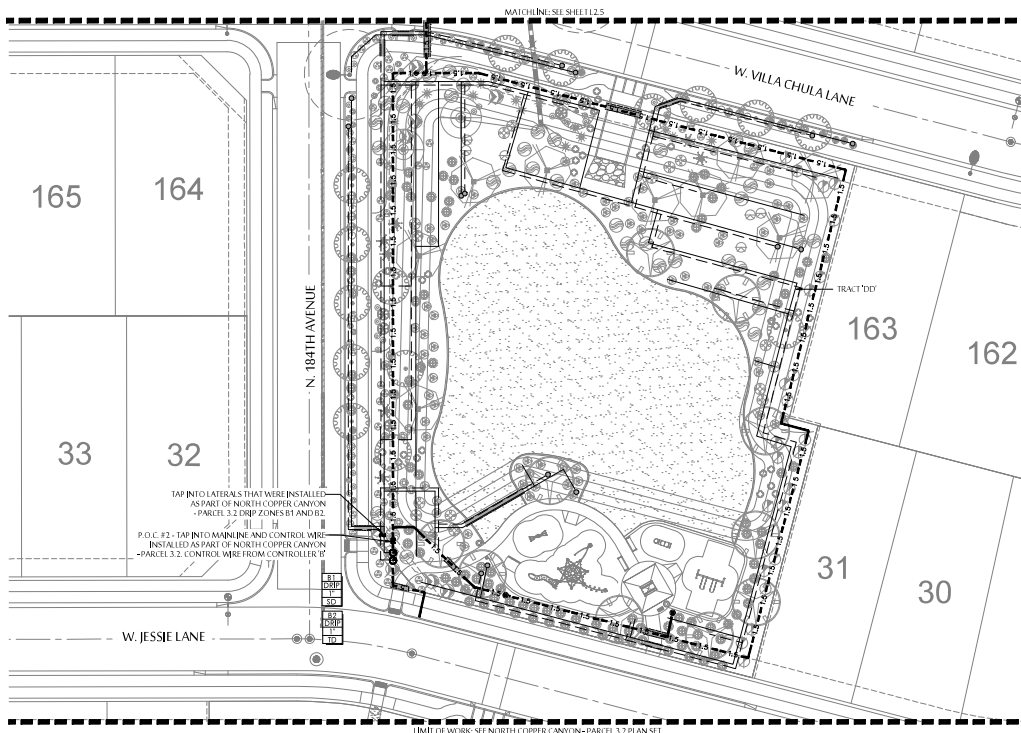
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REVISIONS:
CASE NUMBER: 5520-674

SHEET NO. L2.5

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IRRIGATION SCHEDULE

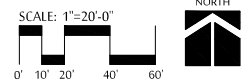
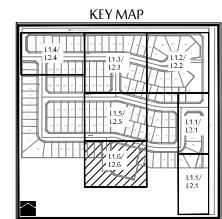
SYMBOL	SPECIFICATION
	WATER METER - INSTALLED AS PART OF NORTH COPPER CANYON - PARCEL 3.2
	1/2" CO. 825VA REDUCED PRESSURE BACKFLOW PREVENTOR - INSTALLED AS PART OF NORTH COPPER CANYON - PARCEL 3.2
	IRRI-TROL AUTOMATIC IRRIGATION CONTROLLERS MCE SERIES - INSTALLED AS PART OF NORTH COPPER CANYON - PARCEL 3.2 PLUMBS
	MAINLINE: SIZE AS PER PLAN - SCH. 40 PVC
	PVC LATERAL (TREES) - CLASS 200 PVC MIN. SEE Emitter Schedule FOR TREES/LATERAL APPLICATION
	PVC LATERAL (SHRUBS, PINES, GROUNDCOVERS) - CLASS 200 PVC MIN. SEE Emitter Schedule FOR Emitter APPLICATION
	PVC LATERAL (TOD) - SCH. 40 PVC MIN.
	HAMMOND 667 GATE VALVE - SAME SIZE AS MAINLINE
	ROTROL 700 SERIES ELECTRIC GLOVE VALVE: (PART# 700-1 OR 700-1.5)
	ROTROL 700 SERIES ELECTRIC REMOTE CONTROL DRIP VALVE ASSEMBLY: SIZE AS NOTED ON PLAN
	TORLO QUICK COUPLING VALVE - 100-SSC
	FLUSH VALVE ASSEMBLY
	PHASE CAP FOR MAINLINES
	SCHEDULE SCH 40 PVC SLEEVE - SEE SLEEVING SCH.
	ADD 2" SCHEDULE SCH 40 PVC SLEEVE FOR CONTROL WIRE WHERE NECESSARY
	CONTROLLER AND STATION
	FLOW - GALLONS PER MINUTE (SEE PIPE SIZING SCH.) VALVE SIZE VALVED - SD - SHRUB DRIP, TD - TREE DRIP, T - TOD, MW - MASTER VALVE
	SD
	TD
	T
	MW

SET SHEET 1.5.3 FOR ALL IRRIGATION DETAIL
 CONTROL TORQUEMENT HAVE CONSULTING OF PAVEMENT APPROVED LOCAL IRRIGATION EQUIPMENT ALTERNATIVES QUALITY

POP UP ROTOR/EMITTER SCHEDULE

- TORLO 15 SERIES ROTOR (15P-1.0LA-OK-RS) 1.0LA NOZZLE

* SYSTEM DESIGN PRESSURE = 45 PSI AT HEAD/ROTOR. NOTIFY LANDSCAPE ARCHITECT IF PRESSURE IN FIELD IS NOT SUFFICIENT.



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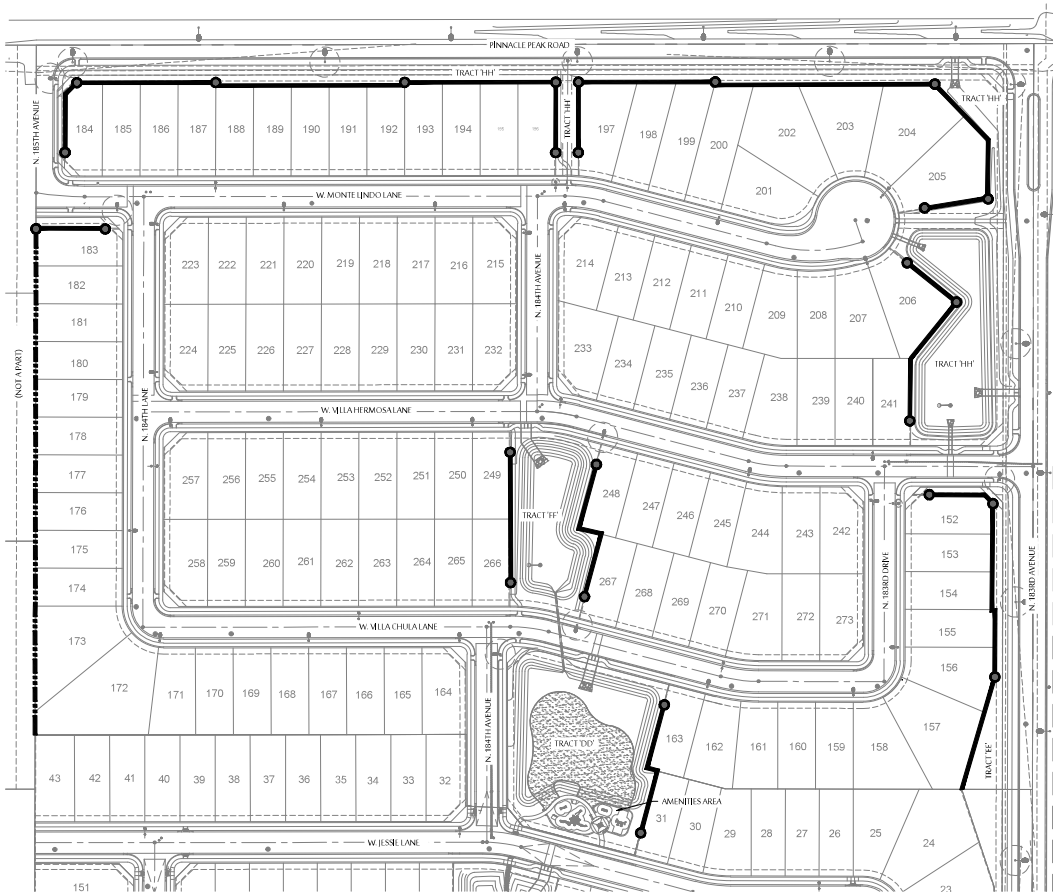
IRRIGATION PLAN
 NORTH COPPER CANYON - PARCEL 3.2
 N 183RD AVENUE & W. DEER VALLEY ROAD
 SURPRISE, AZ

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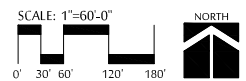
CASE NUMBER: 5520-674

SHEET NO. L2.6



WALL PLAN LEGEND	
	6 FT. THEME WALL (= 3,321 LF) -SEE DETAIL "C" ON SHEET L5.1
	BUILDER WALL (= 670 LF) -SEE DETAIL "C" ON SHEET L5.1
	PROJECT THEME COLUMNS (26 TOTAL) -SEE DETAIL "C" ON SHEET L5.1

- NOTES:
1. ANY QUANTITIES SHOWN ON THIS SHEET ARE FOR CONVENIENCE ONLY. CONTRACTOR TO UTILIZE THE FINAL SITE PLAN TO VERIFY ALL QUANTITIES NECESSARY TO BUILD AND INSTALL WALLS, COLUMNS AND FENCING.
 2. ALL FOOTINGS, WALLS, FENCES AND THEME COLUMNS ARE TO BE LOCATED OUTSIDE OF THE P.U.E. R.O.W. SIGHT TRIANGLES AND FRONT YARD SETBACKS.
 3. THEME COLUMNS AND/OR ENDS OF WALLS ARE TO BE 25'-0" OFF THE BACK OF THE R.O.W. SOME THEME COLUMNS MAY HAVE TO BE LOCATED 30' OFF THE BACK OF THE R.O.W. WHERE SIGHT TRIANGLE EASEMENTS ARE PRESENT. CONTRACTOR TO INSTALL 6"x6" CONCRETE HEADERS FROM THE FRONT OF THE COLUMN (S) END (OR WALL) TO THE BACK OF THE SIDEWALK OR STREET FRONTAGE CURB.
 4. ANY SIGNAGE REQUIRES A SEPARATE PERMIT.
 5. SEE CIVIL PLANS FOR RETAINING WALL LOCATIONS.



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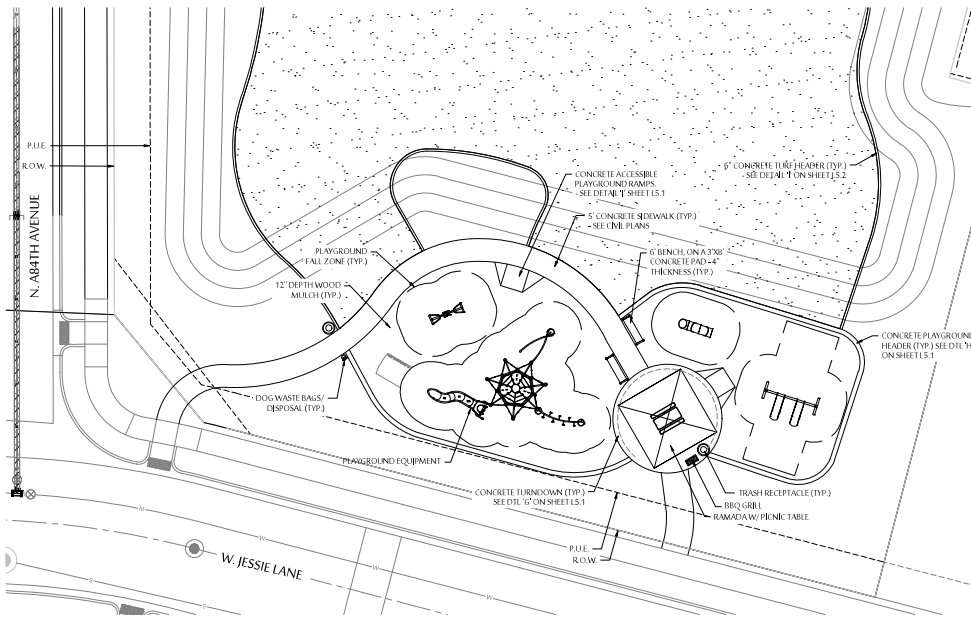
WALL PLAN

NORTH COPPER CANYON - PARCEL 3.3
N 183RD AVENUE & W. DEER VALLEY ROAD
SURPRISE, AZ

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CASE NUMBER	5520-674
SHEET NO.	L3.1



NOTE: CONCRETE SLAB SEATING AREAS (BENEATH SHAKE STRUCTURES) ARE TO BE 6" THICK MIN. AND HAVE AMERIDIM BROOM FINISH. SLAB TO HAVE A 2% MAX. SLOPE TOWARD LANDSCAPE OR TIE-AREAS. SEE DETAIL 12 ON SHEET L5.1.

NOTE: PLAYGROUND COMPANY AND/OR INSTALLATION COMPANY MUST VERIFY THAT ALL PLAY EQUIPMENT FALL ZONE SET WITHIN THE PROPOSED PLAY AREA PRIOR TO THE INSTALLATION OF THE CONCRETE SIDEWALKS AND 12" CONCRETE PLAYGROUND HEADR. SEE THE REQUIRED SHOP DRAWINGS.

NOTE: ALL OPEN SPACE SIDEWALKS AND PAVED AMENITIES AREAS TO BE PER MAG STANDARD DETAIL 220 UNLESS OTHERWISE SPECIFIED.

NOTE: ALL AMENITIES ARE TO BE INSTALLED AS SPECIFIED ON THIS SHEET OR EQUIVALENT. EQUIVALENT MUST BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER PRIOR TO SUBSTITUTION.

AMENITIES SCHEDULE

6" BENCH WITH BACK (QTY: 2)
MANUFACTURER: WABASH VALLEY
CONTACT: DAVE BANG ASSOCIATES (480) 892-2266
MODEL #CN420P - ADD MC 104 TO EACH
COLOR TO BE GRAY
-SEE DETAIL 12 ON SHEET L5.1

PENIC TABLE (QTY: 1)
MANUFACTURER: WABASH VALLEY
CONTACT: DAVE BANG ASSOCIATES (480) 892-2266
MODEL #56201P
COLOR TO BE GRAY
-INGROUND MOUNT PER MFR. SPECIFICATIONS.

TRASH RECEPTACLE (QTY: 2)
MANUFACTURER: WABASH VALLEY
CONTACT: DAVE BANG ASSOCIATES (480) 892-2266
MODEL #H200P ADD FT 100, LK3 10 & LK105 TO EACH
COLOR TO BE GRAY
-SEE DETAIL 12 ON SHEET L5.1

MAILBOXES
MANUFACTURER: FLORENCE MANUFACTURING CO.
CONTACT: EXTERIOR SYSTEMS (480) 950-2909
PRODUCT: VITAL SERIES CLUSTER BOX UNITS
COLOR TO BE SILVER SPEC.
-SEE DETAIL 12 ON SHEET L5.1

-UNITS, UNIT QUANTITIES AND UNIT LOCATIONS MUST BE APPROVED BY USPS.

DOG WASTE BAG/ DISPOSAL STATIONS (QTY: 1)
MANUFACTURER: DOGONE! PARKS
CONTACT: EXTERIOR SYSTEMS (480) 950-2909
PRODUCT: 14" 7405S (COMPLETE WASTE STATION-ONEPUL)
COLOR TO BE BLACK

PLAY EQUIPMENT
MANUFACTURER: T.B.D.
CONTACT: T.B.D.
PLAY EQUIPMENT (QTY: 1)-ITEM DESCRIPTION-(PART #)
-FINAL EQUIPMENT TO BE DETERMINED.
-DOUBLE SWINGS
-SEESAW
-GROUND LEVEL CRAWL TUNNEL
-NET-FLIX PLAY STRUCTURE

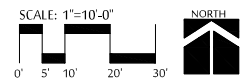
INSTALL PER MANUFACTURER'S SPECIFICATIONS.
PLAYGROUND REPRESENTATIVE TO SUPPLY A SHOP DRAWING, ILLUSTRATING COLOR PALETTE AND PLAYGROUND LAYOUT. SHOP DRAWING MUST HAVE OWNER/LANDSCAPE ARCHITECT APPROVAL PRIOR TO ORDERING/INSTALLATION.

ENGINEERED WOOD FIBER
-3,350 SQ. FT. AT 12" DEPTH MIN
COLOR TO BE BROWN
-SEE DETAILS 12 ON SHEET L5.1
NOTE: ANY RECYCLED/RECYCLED WOOD MULCH MUST COME FROM "PISCOS" CONSUMER WOOD ONLY.

10' X 15' RAMADA (QTY: 1)
MANUFACTURER: CLASSIC RECREATION
CONTACT: EXTERIOR SYSTEMS (480) 950-2909

TYPE: ORLANDO
RAMP COLOR TO BE COOL COPPER/PENNY
FRAME COLOR TO BE TERRAZZO/BLU (RAL 6028)

BIQ GILL (QTY: 1)
MANUFACTURER: PW ATHLETIC
CONTACT: DAVE BANG ASSOCIATES (480) 892-2266
TYPE: 1140-10



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AMENITIES SCHEDULE
NORTH COPPER CANYON - PARCEL 3.3
N. 183RD AVENUE & W. DEER VALLEY ROAD
SURPRISE, AZ

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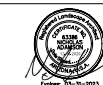
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REVISIONS:

NO.	DESCRIPTION
1	20-26
2	12-16-2020
3	NO
4	NA

CASE NUMBER: 5520-674
SHEET NO. L4.1

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HARDSCAPE DETAILS
NORTH COPPER CANYON - PARCEL 3.3
N 183RD AVENUE & W. DEER VALLEY ROAD
SURPRISE, AZ

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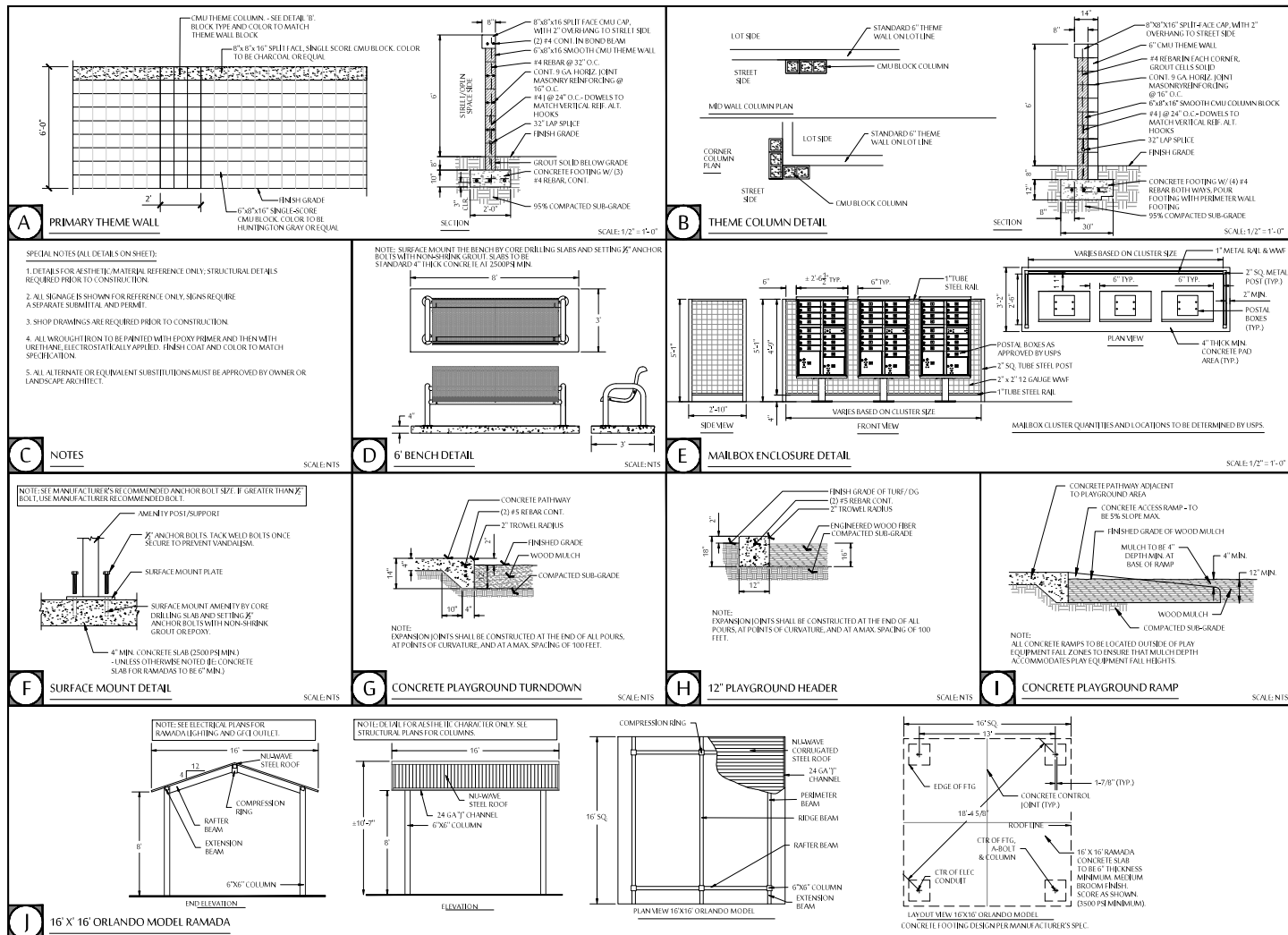
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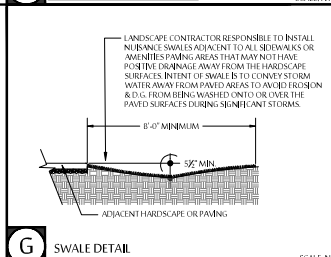
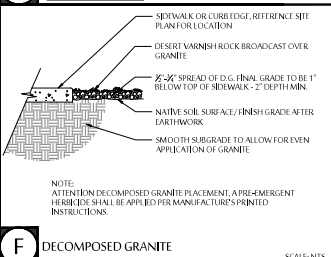
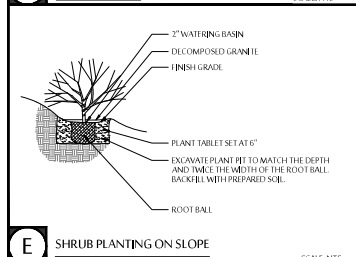
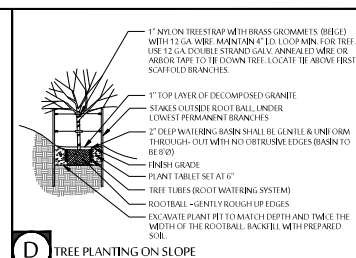
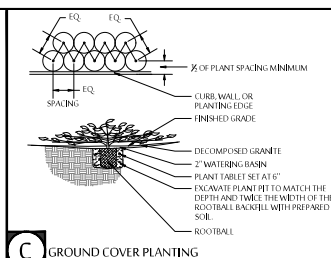
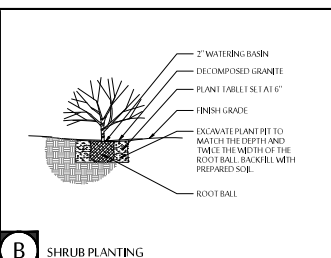
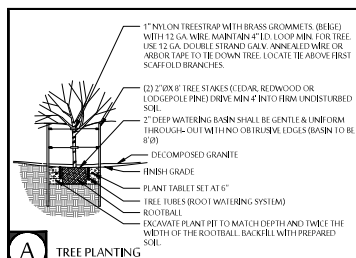
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CASE NUMBER: 5520-674

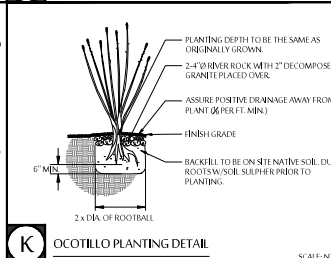
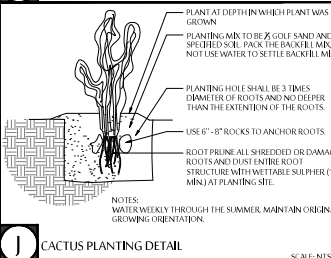
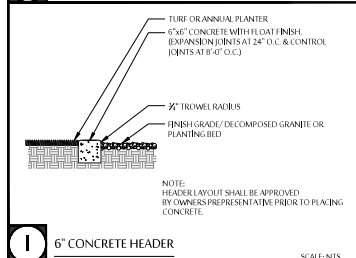
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16 OF 18

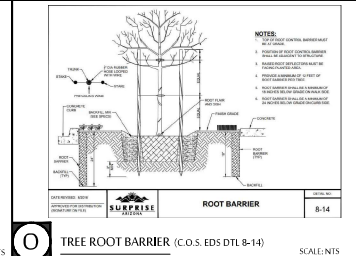
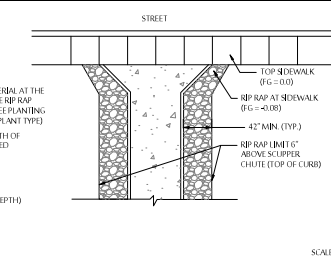
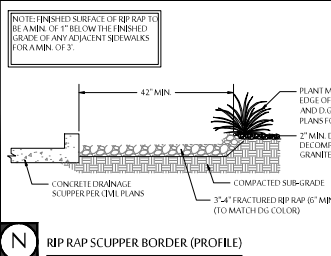
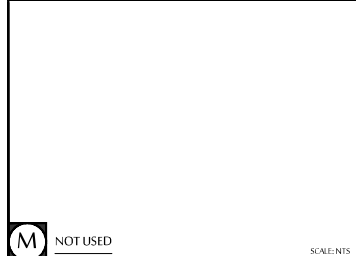




PLANT TABLE SCHEDULE FOR TREES AND SHRUBS	
5 GALLON	2 TABLETS
15 GALLON	3 TABLETS
24" BOX	5 TABLETS
36" BOX	6 TABLETS
42" BOX	8 TABLETS



- ## TURF SOIL PREP
1. AFTER ROUGH GRADING, ALL LARGER ROCK TO BE REMOVED FROM THE SOIL 12" AND LARGER.
 2. SUB-GRADE TO BE GENERALLY CLEANED UP AND FLAT PRIOR TO THE INSTALLATION OF 4" OF TOP SOIL.
 3. TOP SOIL TO BE ROLLED FOR CONSISTENCY, BUT NOT COMPACTED.
 4. MODERATELY SPRAY THE TOP SOIL WITH WATER PRIOR TO APPLICATION OF TURF GRASS.
 5. INSTALL TURF GRASS PER SUPPLIERS SPECIFICATIONS
- SCALE: NTS



NORTH COPPER CANYON PARCEL 3.3 ALTERNATIVE ASSURANCE AGREEMENT

This North Copper Canyon Parcel 3.3 Alternative Assurance Agreement ("Agreement") is dated as of this ___ day of _____, 2021 (the "Effective Date") by and between the City of Surprise, Arizona, an Arizona municipal corporation (the "City"), and Courtland Homes, Inc., an Arizona corporation ("Subdivider"). The City and Subdivider may be individually referred to as a "Party" or collectively as the "Parties."

RECITALS

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

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

1. The improvements depicted on the following plans (the "Improvements") shall be completed by Subdivider:
North Copper Canyon Parcel 3.3, Grading and Drainage Plans
North Copper Canyon Parcel 3.3, Sewer Plans
North Copper Canyon Parcel 3.3, Water Plans
North Copper Canyon Parcel 3.3, Paving Plans
North Copper Canyon Parcel 3.3, Landscape Plans
2. If Subdivider elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A) (9), in effect in 2004, Subdivider shall complete satisfactory construction, installation, and dedication of the Improvements within twenty-four (24) months of the Effective Date of this Agreement as a precondition to recordation of the final plat. The final plat shall become null and void and of no force or effect if the Improvements have not been constructed and approved by the City Engineer within twenty-four (24) months of the Effective Date.
3. If Subdivider elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, no lots may be developed or sold until the Improvements are completed and approved by the City Engineer.
4. If Subdivider elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, after the completed Improvements have been inspected and approved by the City Engineer, the final plat shall be recorded by the Community Development Director promptly, and the sale of lots may proceed according to the approved and recorded plat, provided that a one-year warranty shall be submitted covering the completed Improvements.
5. If Subdivider should elect to post financial assurances for any improvement not approved by

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

GENERAL TERMS AND CONDITIONS

6. Subdivider hereby waives and releases the City from any and all claims under A.R.S. § 12-1134, *et seq.*, including any right to compensation for reduction in the fair market value of the real property that is the subject of this Agreement (North Copper Canyon Parcel 3.3), as a result of the City's approval of this Agreement. The terms of this waiver shall run with the land and shall be binding upon all subsequent Subdividers and shall survive the expiration or other termination of this Agreement.
7. This Agreement is subject to cancellation for conflict of interest. Pursuant to A.R.S. § 38-503 and § 38-511, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.
8. The provisions of this Agreement are binding upon and shall inure to the benefit and burden of the Parties and all of their successors in interest and assigns. Subdivider shall provide the City with at least ten (10) business days' written notice in the event that title to all or any part of North Copper Canyon Parcel 3.3 is conveyed or otherwise transferred to a third party that is not related to or an affiliate of Subdivider.
9. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.
10. Upon the conveyance of all or a portion of North Copper Canyon Parcel 3.3 by Subdivider or its successors-in-title or assigns and the assumption by such transferee of Subdivider's obligations under this Agreement, Subdivider or its successors-in-title or assigns, as applicable, shall be released from its liabilities and obligations under this Agreement.
11. The laws of the State of Arizona shall govern any dispute, controversy, claim or cause of action arising out of or related to this Agreement. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. Neither Party shall be entitled to recover any of its attorneys' fees or other costs from the other Party incurred in any such dispute, controversy, claim, or cause of action, but each Party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

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

CITY OF SURPRISE, an Arizona municipal corporation

By: _____
Skip Hall, Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTESTED:

City Clerk

Subdivider: Courtland Homes, Inc., an Arizona corporation

By: Alan Hamberlin
Alan Hamberlin

Its: ~~Manager~~ President

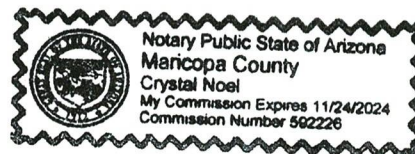
Date: 3/16/2021

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me on March 16, 2021,
by Alan Hamberlin, ~~Manager~~ President of Courtland Homes, Inc., an Arizona corporation, on behalf
of the corporation. President

Crystal Noel

Notary Public



My Commission Expires:

11/24/2024



S U R P R I S E
ARIZONA

FS20-674

North Copper Canyon

Parcel 3.3

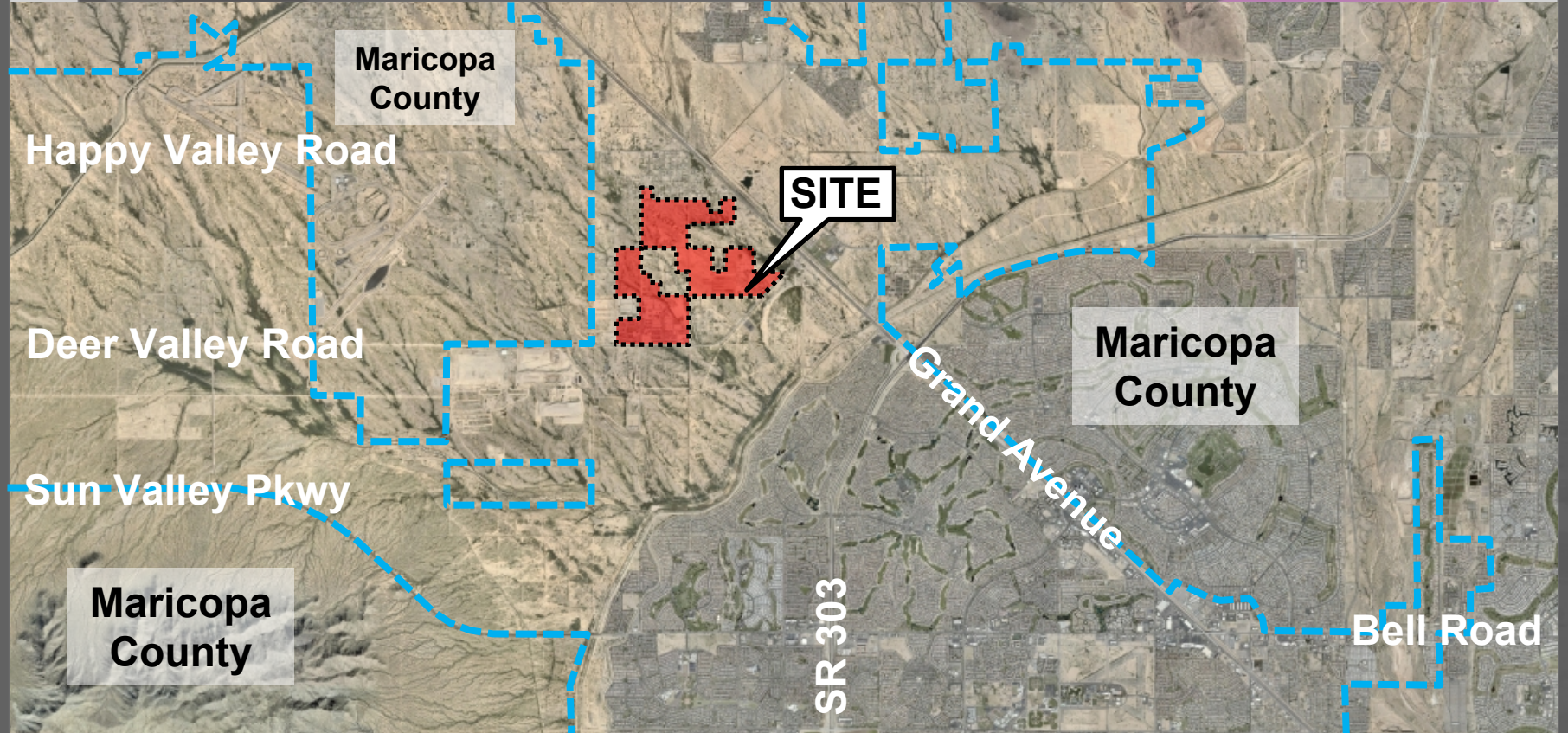
**Final Plat and Alternative Assurance
Agreement**

City Council – April 6, 2021

VICINITY MAP

FS20-674

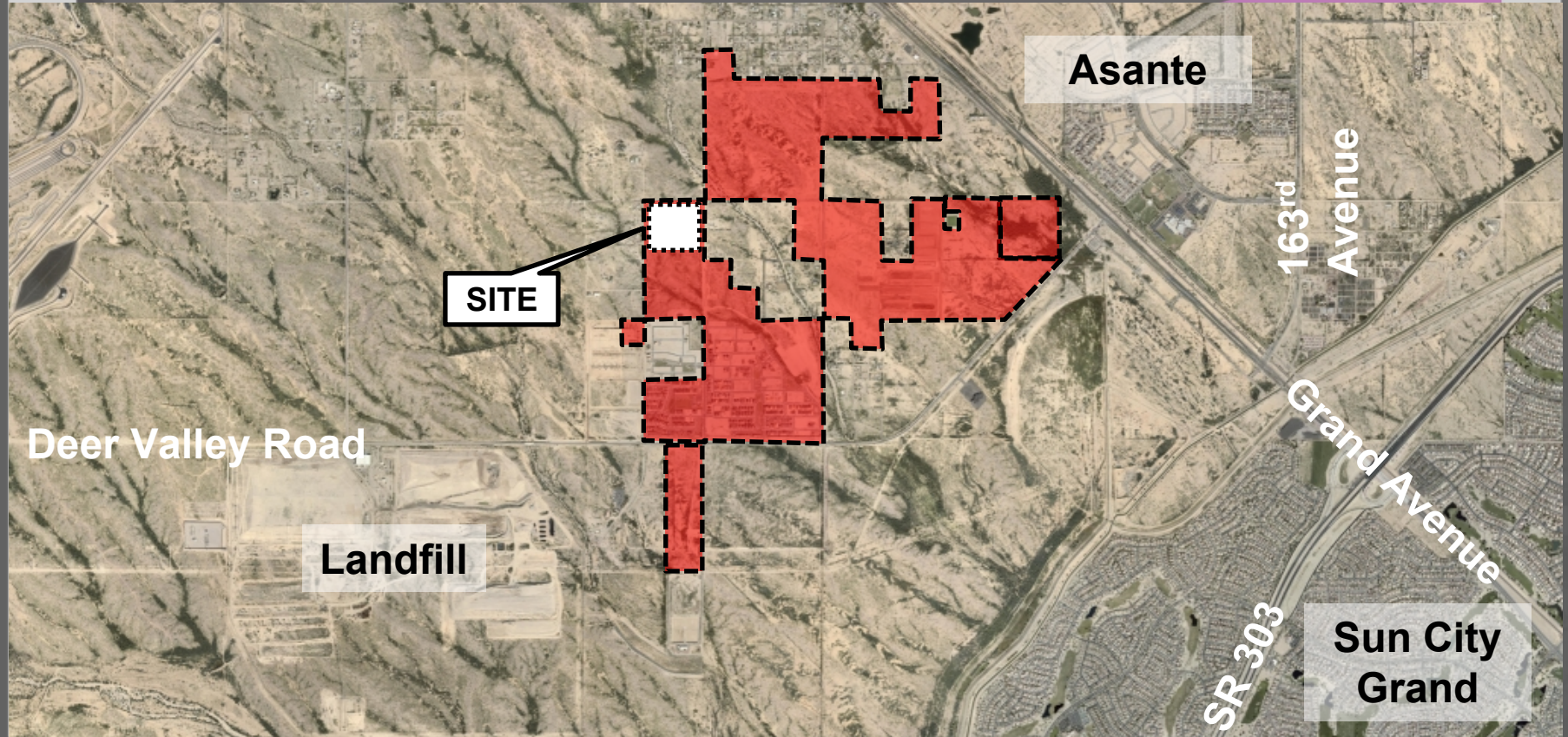
North Copper Canyon 3.3



CASE MAP

FS20-674

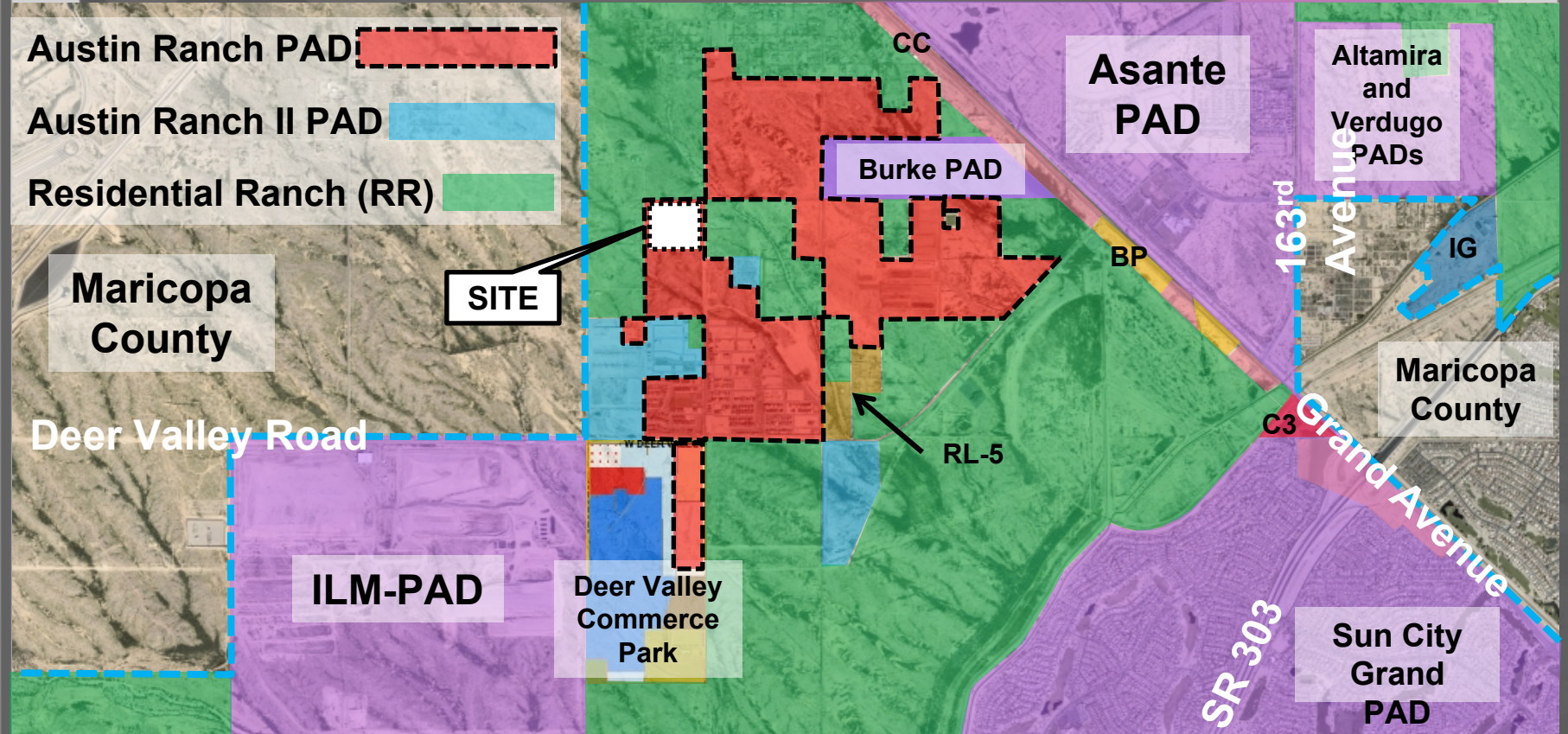
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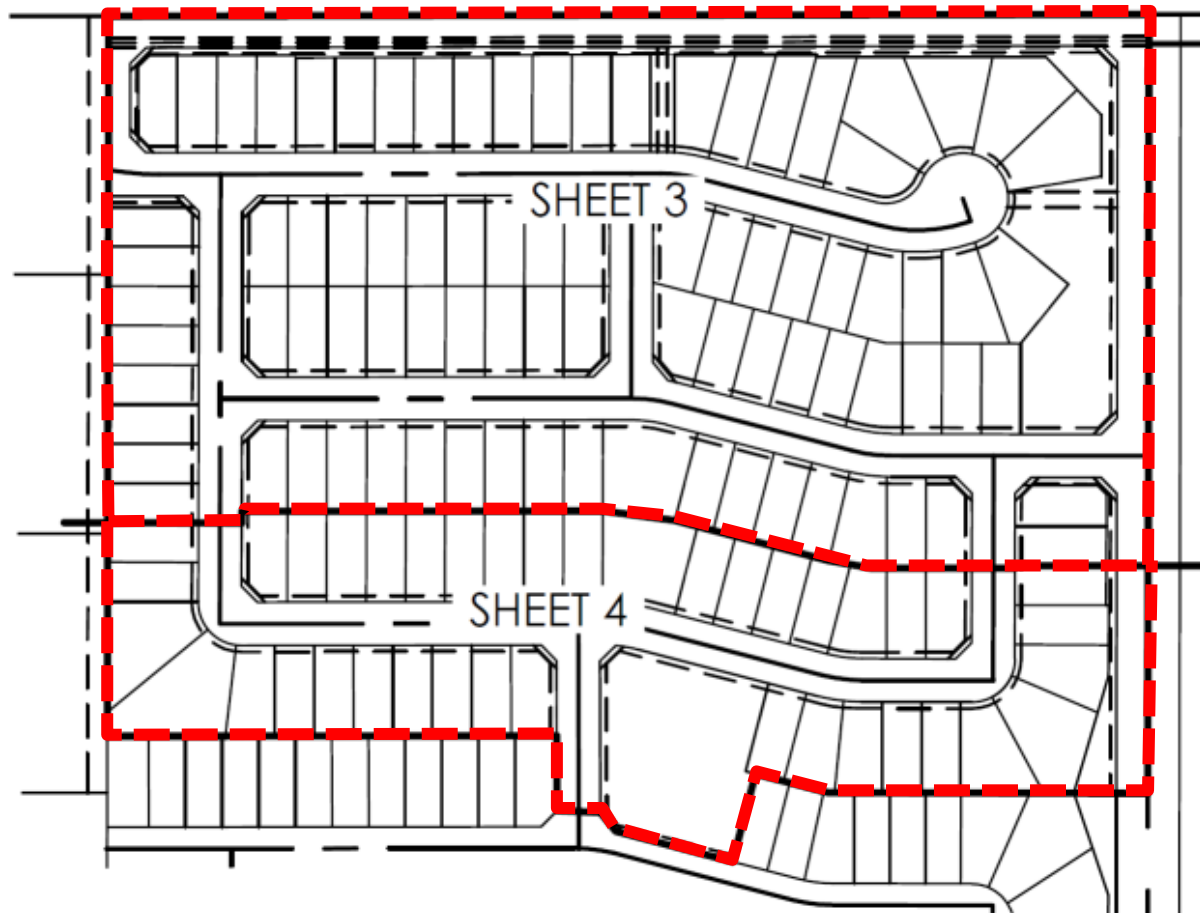


ZONING MAP

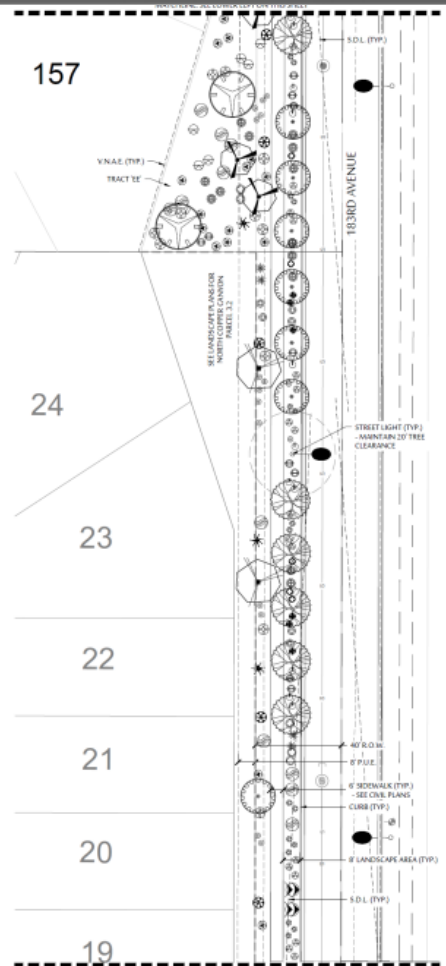
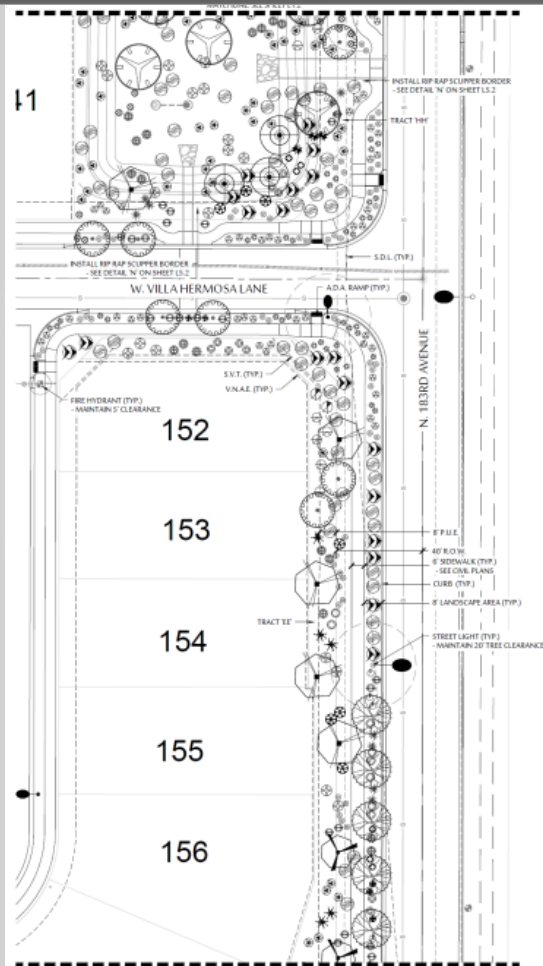
FS20-674

North Copper Canyon 3.3

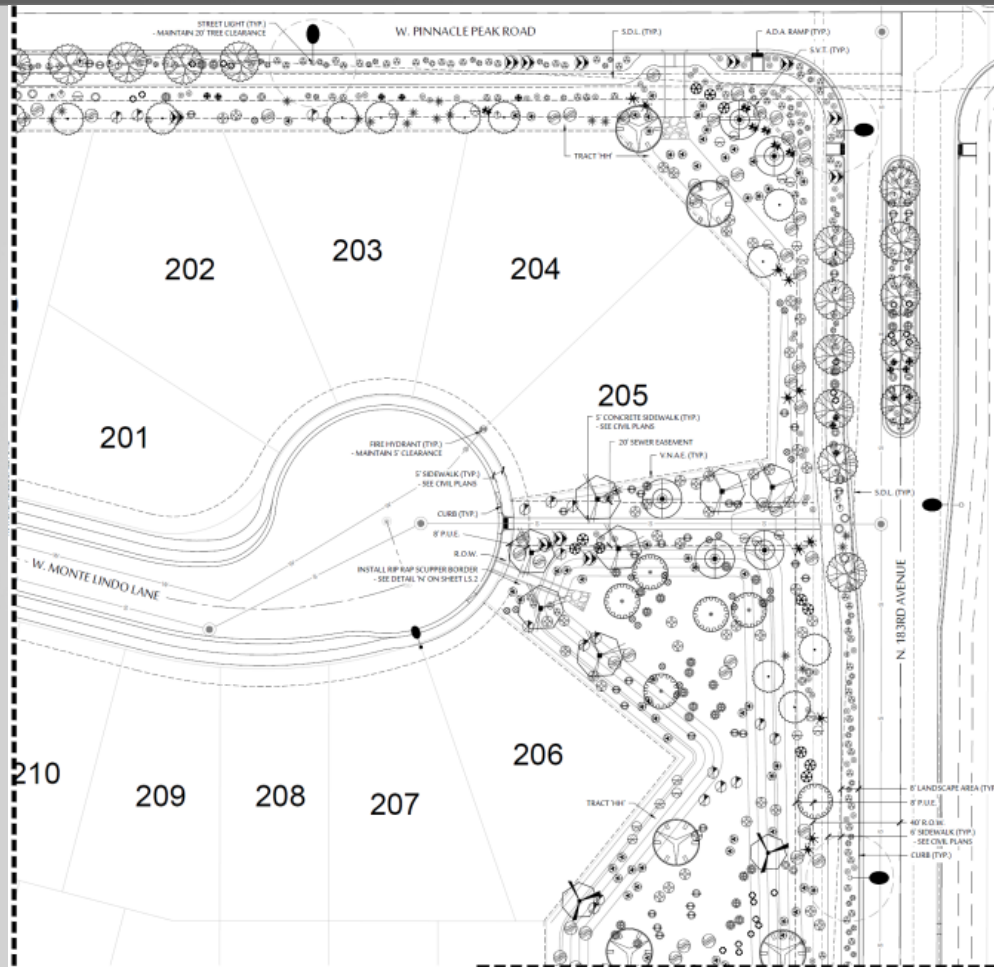




FINAL PLAT

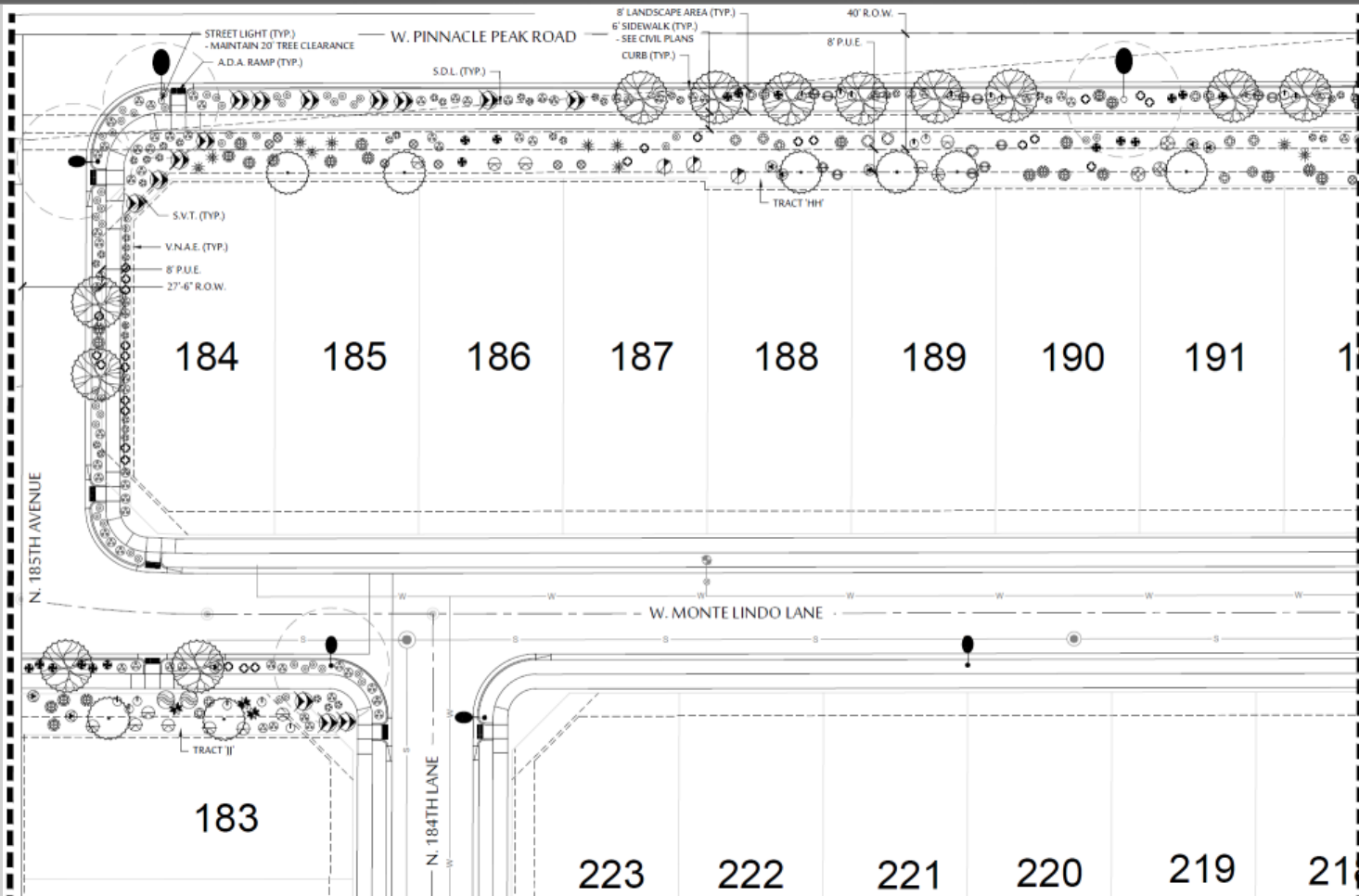


LANDSCAPE



LANDSCAPE

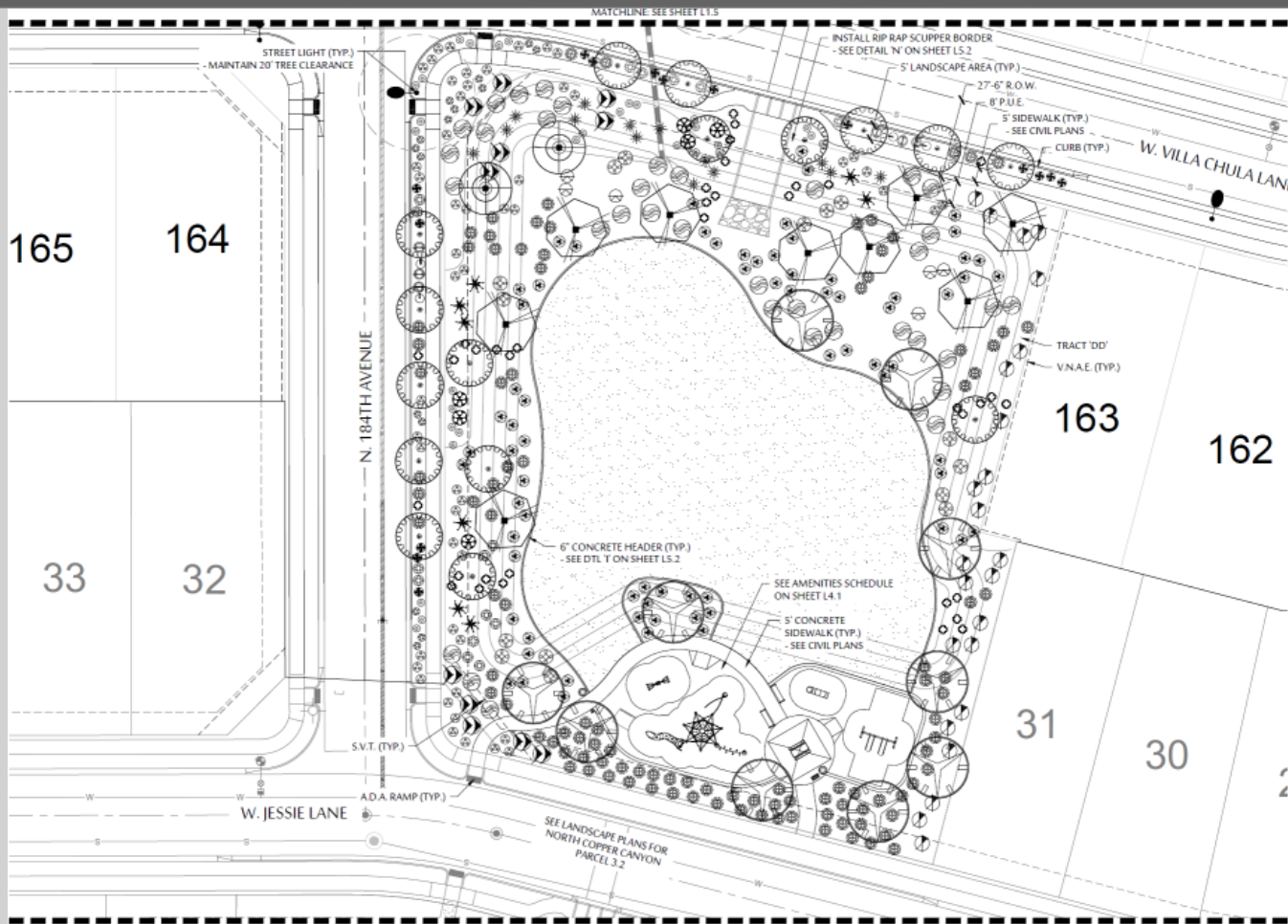
LANDSCAPE





LANDSCAPE

LANDSCAPE



Planned Parks

Site

Planned Park

Canyon Park

Grasslands Park

Copper Park

OPEN SPACE



add

Planned

Canyon

EXISTING

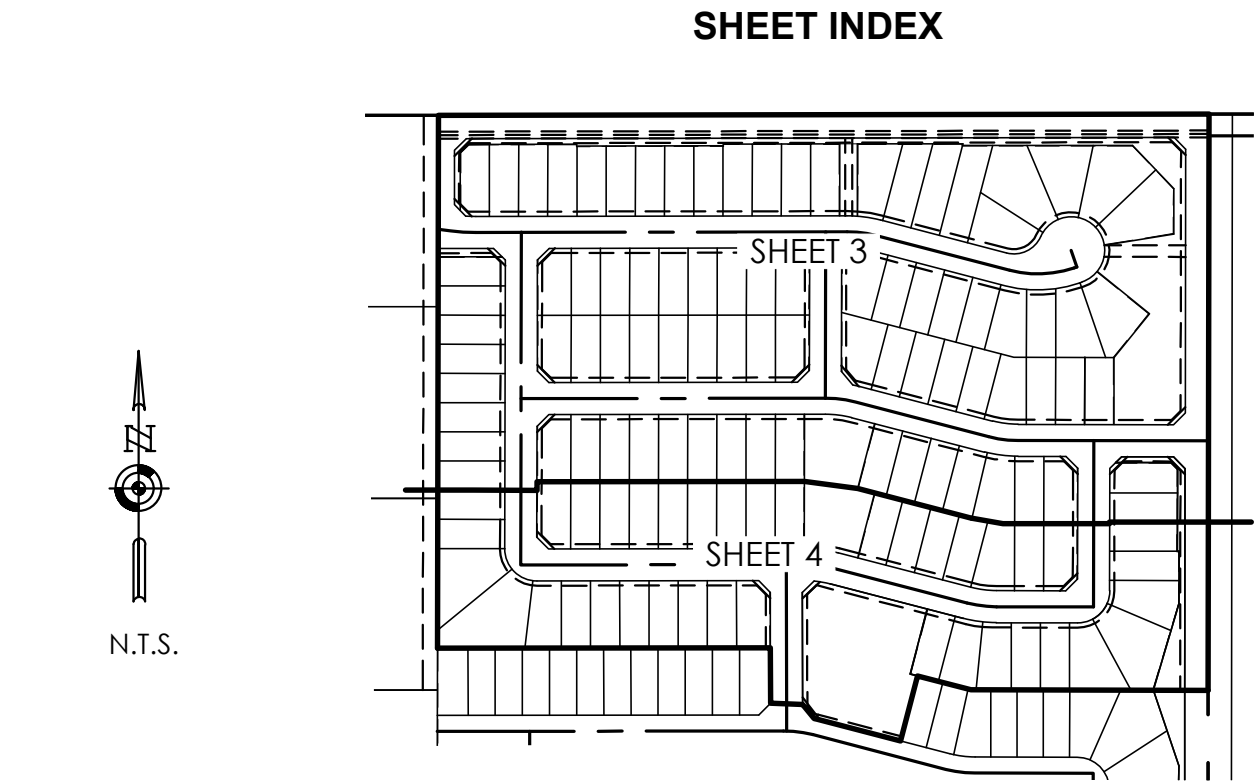


OPEN SPACE



QUESTIONS OR COMMENTS?

Thank You



DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT COURTLAND HOMES, INC., AN ARIZONA CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME NORTH COPPER CANYON PARCEL 3.3, A SUBDIVISION LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 2 WEST, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF NORTH COPPER CANYON PARCEL 3.3, AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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.

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.

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

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

COURTLAND HOMES, INC., AN ARIZONA CORPORATION

BY: _____

ITS: _____

100 YEAR ASSURED WATER SUPPLY

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

27-402121-0000 6/13/07
CERTIFICATE NUMBER DATE

FINAL PLAT
FOR
NORTH COPPER CANYON
PARCEL 3.3

A PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

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

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

NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

DATE

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS ____ DAY OF _____, 20__, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, AND ACKNOWLEDGED THEMSELVES TO BE _____ OF NORTH COPPER CANYON COMMUNITY ASSOCIATION, AND THAT AS SAID OFFICER BEING DULY AUTHORIZED TO DO SO AND ATTEST TO BY THEIR SIGNATURE, EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSED CONTAINED HEREIN.

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

NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

DATE

HOMEOWNERS ASSOCIATION RATIFICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT NORTH COPPER CANYON COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION HEREBY RATIFIES AND APPROVES THIS PLAT FOR "NORTH COPPER CANYON - PARCEL 3.3", AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS PLAT.

IN WITNESS THEREOF, HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 20__.

NORTH COPPER CANYON COMMUNITY ASSOCIATION
AN ARIZONA NON-PROFIT CORPORATION

BY: _____

ITS: _____

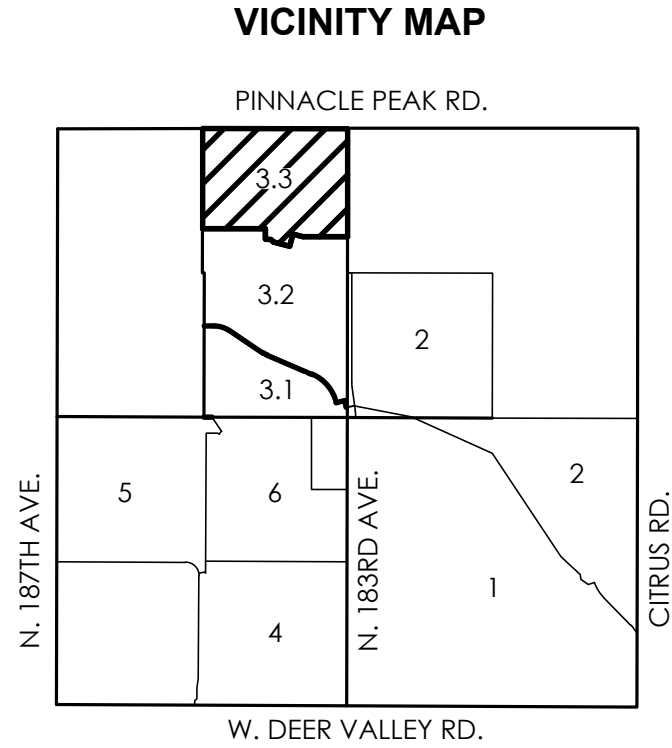
BASIS OF BEARING

SOUTH 00°06'01" WEST - BEING THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO AN UNRECORDED A.L.T.A. SURVEY BY LAND SURVEY SERVICES DATED 02/02/2020.

OWNER / DEVELOPER

COURTLAND HOMES, INC.
4160 WEST KITTY HAWK
CHANDLER, ARIZONA 85226

CONTACT: HANS KOPPENHOEFER
PHONE: (480) 893-7575
EMAIL: HANS.KOPPENHOEFER@COURTLANDHOMES.COM



NOTES

- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- 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.
- THE PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE AMENDED PRELIMINARY PLAT FOR AUSTIN RANCH WEST - PARCELS 2, 3.2 & 3.3, APPROVED JANUARY 18, 2021, UNDER CASE NUMBER FS20-328.
- NO STRUCTURES OF ANY KIND MAY BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER UNDER OR THROUGH THE EASEMENT.
- NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN THE SEWER AND WATER EASEMENT EXCEPT WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE ("CITY") SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, SHRUBS AND GROUND COVER THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE. CONSTRUCTION OR RECONSTRUCTION OF CITY UTILITIES.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND. STRUCTURES AND LANDSCAPING AT ALL INTERSECTIONS OF STREET RIGHTS-OF-WAY WILL BE MAINTAINED AT A MAXIMUM OF 2' IN HEIGHT WITHIN A 33' X 33' TRIANGLE MEASURED ALONG THE RIGHT-OF-WAY LINES. EACH LOT IN THIS SUBDIVISION IS PERMITTED ONE DWELLING UNIT PER LOT.
- ALL EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X". BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1205L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013. FOR COMMUNITY 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- THE SETBACKS AND DIMENSIONAL REQUIREMENTS FOR PRIMARY AND ACCESSORY USES AND STRUCTURES APPROVED IN THE NORTH COPPER CANYON AMENDMENT TO THE AUSTIN RANCH PLANNED AREA DEVELOPMENT (PAD) THAT WAS PASSED BY THE MAYOR AND CITY COUNCIL ON FEBRUARY 18, 2020, WILL DETERMINE SETBACKS AND DIMENSIONAL REQUIREMENTS. WHEN SETBACKS AND/OR DIMENSIONAL REQUIREMENTS FOR PRIMARY AND ACCESSORY USES AND STRUCTURES ARE NOT SPECIFIED IN THE PAD, THE CITY OF SURPRISE MUNICIPAL CODE IN PLACE AT THE TIME OF BUILDING PERMIT APPLICATION WILL DETERMINE SUCH SETBACKS AND DIMENSIONAL REQUIREMENTS.
- 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.

APPROVALS

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

CITY ENGINEER DATE

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

MAYOR DATE

ATTEST: CITY CLERK DATE

SURVEYOR'S CERTIFICATE

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

Mitchell H. Ragsdale
MITCHELL H RAGSDALE RPLS #48943
TERRASCAPE CONSULTING LLC
645 E. MISSOURI AVE., STE. 160, PHOENIX AZ, 85014
602-297-8732
mragdale@terrascape.us

01 / 11 / 21
DATE



Mitchell H. Ragsdale
EXPIRES 12/31/2023

consulting
Terrascope
civil engineering • surveying • urban planning

645 East Missouri Ave., Suite 160, Phoenix, Arizona 85012
P: 602.297.8732 • info@terrascope.us • terrascopeconsulting.com

FINAL PLAT
NORTH COPPER CANYON
PARCEL 3.3



DATE: 01 / 11 / 21

CHECKED BY: BWB

DRAWN BY: MHR

TITLE:
COVER SHEET

SHEET No.

1 of 4

PROJECT No.
0799.1

Project: 0799.1, 1 of 1, 01/11/2024, 01/11/2024
File: W:\0799\1\0799.1\0799.1_P3_3.dwg, 1 of 1, 01/11/2024, 01/11/2024

NORTH COPPER CANYON PARCEL 3.3

TRACT INFORMATION CHART

TRACT	DESCRIPTION	AREA
"DD"	DRAINAGE / LANDSCAPE/ PARK/ TRAIL	1.03 AC.
"EE"	LANDSCAPE	0.20 AC.
"FF"	DRAINAGE / LANDSCAPE/ TRAIL	0.57 AC.
"HH"	DRAINAGE / LANDSCAPE/ WATER/ SEWER	1.40 AC.
"JJ"	DRAINAGE / LANDSCAPE	0.03 AC.
TOTAL		3.23 AC.

LIMITATION ON THE ISSUANCE OF CERTIFICATES OF OCCUPANCY

THE LOTS AND PARCELS CREATED, DEFINED OR DEPICTED ON THIS PLAT ARE SUBJECT TO A LIMITATION ON THE ISSUANCE OF CERTIFICATES OF OCCUPANCY AS SET FORTH WITH THE SURPRISE MUNICIPAL CODE. NO PERSON MAY OCCUPY A BUILDING OR STRUCTURE ERECTED ON ANY LOT OR PARCEL ON THIS PLAT UNTIL THE CITY OF SURPRISE "CITY" HAS ISSUED A CERTIFICATE OF OCCUPANCY. THE CITY WILL NOT ISSUE A CERTIFICATE OF OCCUPANCY UNTIL ALL ON-SITE IMPROVEMENTS SUBJECT TO A CERTIFICATE OF OCCUPANCY FREEZE HAVE BEEN CONSTRUCTED AND CONDITIONALLY ACCEPTED BY THE CITY. THIS LIMITATION MAY BE RELEASED IN PHASES, A PROSPECTIVE BUYER OF A LOT OR PARCEL SHOULD REQUIRE THE SELLER TO PRODUCE RECORDED RELEASE OF THIS LIMITATION SIGNED BY THE CITY A PRIOR TO PURCHASING OR CLOSING ESCROW ON ANY LOT OR PARCEL. FAILURE TO OBTAIN SUCH A RELEASE OF THIS LIMITATION MAY RESULT IN THE BUYER BEING PROHIBITED FROM OCCUPYING THE HOUSE OR STRUCTURE BUILT ON THE LOT OR PARCEL.

RELEASE OF LIABILITY

COURTLAND HOMES, INC., AN ARIZONA CORPORATION, AS OWNER, DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY 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.

COURTLAND HOMES, INC., AN ARIZONA CORPORATION, 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.

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 LOCATED WITHIN THE RIGHT-OF-WAY.

THE CITY OF SURPRISE AGREES TO INDEMNIFY COURTLAND HOMES, INC., AN ARIZONA CORPORATION, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF AND ITS SUCCESSORS AND ASSIGNS, FOR ANY AND ALL DIRECT DAMAGES TO THE PERSONAL PROPERTY OR FOR PHYSICAL INJURY TO OR DEATH OF PERSONS OCCURRING ON THE AREA OF THIS EASEMENT CAUSED BY OR ARISING AS THE PROXIMATE RESULT OF THE ACTIVITIES OF THE CITY OF SURPRISE, EXCEPT FOR SUCH INJURY OR DAMAGES CAUSED BY OR ARISING SOLEY FROM THE NEGLIGENT, WILLFUL, MALICIOUS, OR GROSSLY NEGLIGENT CONDUCT OF COURTLAND HOMES, INC., AN ARIZONA CORPORATION, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR THOSE OF ITS SUCCESSORS AND ASSIGNS THAT WAS THE DIRECT CAUSE OF THE INJURY TO THE USER.

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.

REFERENCE DOCUMENTS

UNRECORDED ALTA/NSPS LAND TITLE SURVEY PERFORMED BY LAND SURVEY SERVICES PLC, DATED 2/21/20
AMENDED RECORD OF SURVEY PLSS SUBDIVISION. BOOK 1029 OF MAPS, PAGE 44, M.C.R.
FINAL PLAT FOR FRANK E. BELLAMY SUBDIVISION. BOOK 11, PAGE 19, M.C.R.
FINAL PLAT FOR AUSTIN RANCH PARCEL 1. BOOK 1307, PAGE 3, M.C.R.
FINAL PLAT FOR AUSTIN RANCH PARCEL 6. BOOK 1386, PAGE 36, M.C.R.

LEGAL DESCRIPTION

LOCATED WITHIN THE NORTH HALF OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 15, FROM WHICH THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION BEARS SOUTH 00°06'01" WEST, A DISTANCE OF 2633.41 FEET;

THENCE SOUTH 00°06'01" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 987.17 FEET;

THENCE NORTH 89° 53' 59" WEST, A DISTANCE OF 406.43 FEET;

THENCE NORTH 75° 23' 41" WEST, A DISTANCE OF 94.32 FEET;

THENCE SOUTH 14° 36' 19" WEST, A DISTANCE OF 115.00 FEET;

THENCE NORTH 75° 23' 41" WEST, FOR A DISTANCE OF 147.96 FEET TO THE BEGINNING OF A 227.50 FOOT TANGENT CURVE, CONCAVE SOUTHWESTERLY, WHOSE CENTER BEARS SOUTH 14° 36' 03" WEST;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°16' 09", AN ARC DISTANCE OF 5.04 FEET;

THENCE NORTH 39° 40' 33" WEST, A DISTANCE OF 30.87 FEET;

THENCE NORTH 87° 33' 30" WEST, A DISTANCE OF 55.05 FEET;

THENCE NORTH 00° 04' 51" WEST, A DISTANCE OF 95.00 FEET;

THENCE SOUTH 89° 55' 09" WEST, A DISTANCE OF 570.41 FEET;

THENCE NORTH 00° 07' 01" EAST, A DISTANCE OF 913.27 FEET, TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15;

THENCE NORTH 89° 55' 10" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1319.89 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,272,134.01 SQUARE FEET OR 29.20 ACRES, MORE OR LESS.

AREA TABLE

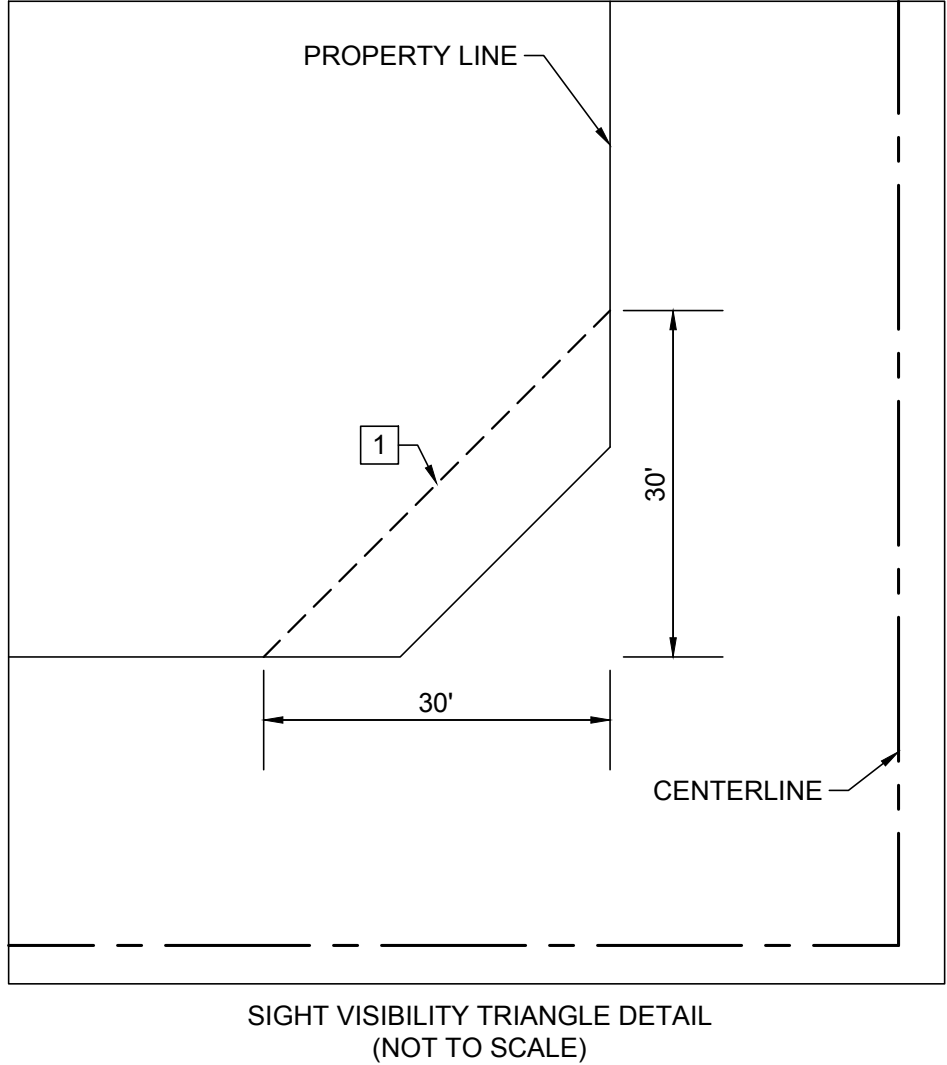
LOTS	781,353.76	17.94
R/W	350,124.08	8.04
TRACT DD	44,808.74	1.03
TRACT EE	8,598.63	0.20
TRACT FF	24,791.73	0.57
TRACT HH	60,996.93	1.40
TRACT JJ	1,460.14	0.03
TOTAL	1,272,134.01	29.20

LINE AND CURVE TABLES

Line Table			Curve Table					
Line #	Direction	Length	Curve #	Length	Radius	Delta	Chord Direction	Chord Length
L1	N45° 01' 05"E	28.33'	C1	51.26'	200.00'	014°41'09"	N82° 44' 16"W	51.12'
L2	N00° 07' 01"E	93.27'	C2	33.49'	172.50'	011°07'23"	N80° 57' 23"W	33.44'
L3	S45° 01' 05"W	20.07'	C3	58.31'	227.50'	014°41'09"	N82° 44' 16"W	58.15'
L4	S00° 07' 01"W	99.10'	C4	15.87'	227.50'	003°59'46"	N88° 04' 58"W	15.86'
L5	N44° 58' 55"W	27.64'	C5	42.45'	227.50'	010°41'23"	N80° 44' 23"W	42.38'
L6	S44° 58' 55"E	14.12'	C6	70.10'	50.00'	080°19'51"	N64° 26' 23"E	64.50'
L7	S44° 58' 55"E	13.53'	C7	8.38'	57.50'	008°21'14"	S28° 27' 04"W	8.38'
L8	N44° 58' 55"W	28.24'	C8	34.71'	57.50'	034°34'58"	S49° 55' 11"W	34.18'
L9	S44° 58' 55"E	20.45'	C9	34.70'	57.50'	034°34'23"	S84° 29' 51"W	34.17'
L10	S44° 58' 55"E	7.79'	C10	34.70'	57.50'	034°34'23"	N60° 55' 46"W	34.17'
L11	N45° 01' 05"E	28.33'	C11	34.70'	57.50'	034°34'23"	N26° 21' 23"W	34.17'
L12	S44° 58' 55"E	28.24'	C12	28.15'	57.50'	028°02'47"	N24° 59' 10"E	27.87'
L13	S45° 01' 05"W	28.33'	C13	32.35'	57.50'	032°13'52"	N55° 07' 30"E	31.92'
L14	S40° 20' 15"E	30.49'	C14	41.52'	220.00'	010°48'51"	N76° 38' 52"E	41.46'
L15	N44° 58' 55"E	28.11'	C15	50.13'	220.00'	013°03'16"	N88° 34' 55"E	50.02'
L16	N44° 58' 55"W	28.24'	C16	36.46'	220.00'	009°29'45"	S80° 08' 34"E	36.42'
L17	S71° 14' 26"W	4.84'	C17	227.78'	57.50'	226°57'59"	N42° 14' 33"W	105.48'
L18	S18° 45' 34"E	30.00'	C18	128.11'	220.00'	033°21'52"	N87° 55' 22"E	126.31'
L19	N45° 01' 05"E	28.33'	C19	112.10'	192.50'	033°21'52"	N87° 55' 22"E	110.52'
L20	S44° 53' 59"E	28.28'	C20	20.10'	57.50'	020°01'59"	N0° 56' 47"E	20.00'
L21	S45° 06' 01"W	28.28'	C21	12.15'	233.47'	002°58'58"	N76° 53' 11"W	12.15'
L22	N45° 06' 01"E	14.14'	C22	52.79'	205.98'	014°41'09"	N82° 44' 16"W	52.65'
L23	N45° 06' 01"E	14.14'	C23	45.75'	178.48'	014°41'09"	N82° 44' 16"W	45.62'
L24	S89° 53' 59"E	89.00'	C24	57.59'	227.50'	014°30'18"	S82° 38' 50"E	57.44'
L25	N89° 53' 59"W	94.86'	C25	50.63'	200.00'	014°30'18"	S82° 38' 50"E	50.50'
L26	N44° 53' 59"W	15.76'	C26	43.67'	172.50'	014°30'18"	S82° 38' 50"E	43.55'
L27	S44° 53' 59"E	28.28'	C27	5.00'	227.50'	001°15'34"	S76° 01' 28"E	5.00'
L28	N45° 06' 01"E	28.28'	C28	5.43'	227.50'	001°21'59"	S89° 13' 00"E	5.43'
L29	N44° 58' 55"W	28.24'	C29	86.58'	55.00'	090°11'52"	S44° 58' 55"E	77.92'
L30	N45° 04' 51"W	28.28'	C30	37.84'	55.00'	039°25'20"	S19° 35' 39"E	37.10'
L31	N45° 58' 51"E	27.76'	C31	42.06'	55.00'	043°49'05"	S61° 12' 51"E	41.04'
L32	N45° 06' 01"E	28.28'	C32	6.68'	55.00'	006°57'27"	S86° 36' 07"E	6.67'
			C33	51.26'	200.00'	014°41'09"	N82° 44' 16"W	51.12'
			C34	58.31'	227.50'	014°41'09"	N82° 44' 16"W	58.15'
			C35	27.82'	172.50'	009°14'21"	N80° 00' 52"W	27.79'
			C36	50.63'	200.00'	014°30'18"	S82° 38' 50"E	50.50'
			C37	43.67'	172.50'	014°30'18"	S82° 38' 50"E	43.55'
			C38	57.60'	227.50'	014°30'19"	S82° 38' 51"E	57.44'
			C39	34.28'	227.50'	008°37'59"	S79° 42' 41"E	34.25'
			C40	23.32'	227.50'	005°52'19"	S86° 57' 50"E	23.30'
			C41	37.12'	55.00'	038°40'27"	N42° 24' 24"E	36.42'
			C42	27.12'	55.00'	028°15'23"	N75° 52' 19"E	26.85'
			C43	37.12'	55.00'	038°40'27"	N42° 24' 24"E	36.42'
			C44	22.05'	55.00'	022°58'09"	N11° 35' 05"E	21.90'
			C45	5.04'	227.50'	001°16'09"	S76° 01' 46"E	5.04'
			C46	64.53'	400.00'	009°14'36"	S85° 22' 42"E	64.46'
			C47	17.65'	372.50'	002°42'55"	S88° 43' 23"E	17.65'

SURVEY LEGEND

- ◆ SECTION CORNER AS NOTED
- SET 1/2" REBAR W/ CAP RLS 48943
- MONUMENT AS NOTED
- STREET CENTERLINE MONUMENT MAG STD. DET. 120-1 TYPE B (TO BE SET DURING CONSTRUCTION)
- V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY
- M.C.R. MARICOPA COUNTY RECORDS
- 1 30'X30' SIGHT VISIBILITY EASEMENT
- SECTION LINE
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE AS NOTED



ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE OVER 30' IN HEIGHT) IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT. TREE CANOPIES OVERHANGING THE EASEMENT SHALL BE KEPT TRIMMED TO A HEIGHT NO LESS THAN 84".

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645 East Missouri Ave., Suite 160, Phoenix, Arizona 85012
P:602.217.8732 • info@terroscope.us • terrascopesurveying.com



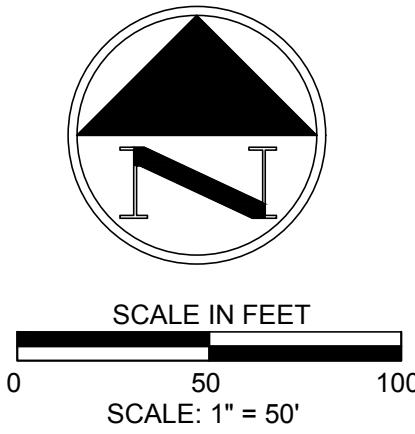
FINAL PLAT
**NORTH COPPER CANYON
PARCEL 3.3**



DATE: 01 / 11 / 21
CHECKED BY: BWB
DRAWN BY: MHR
TITLE: **COVER SHEET (CONT.)**
SHEET No. **2 of 4**
PROJECT No. **0799.1**

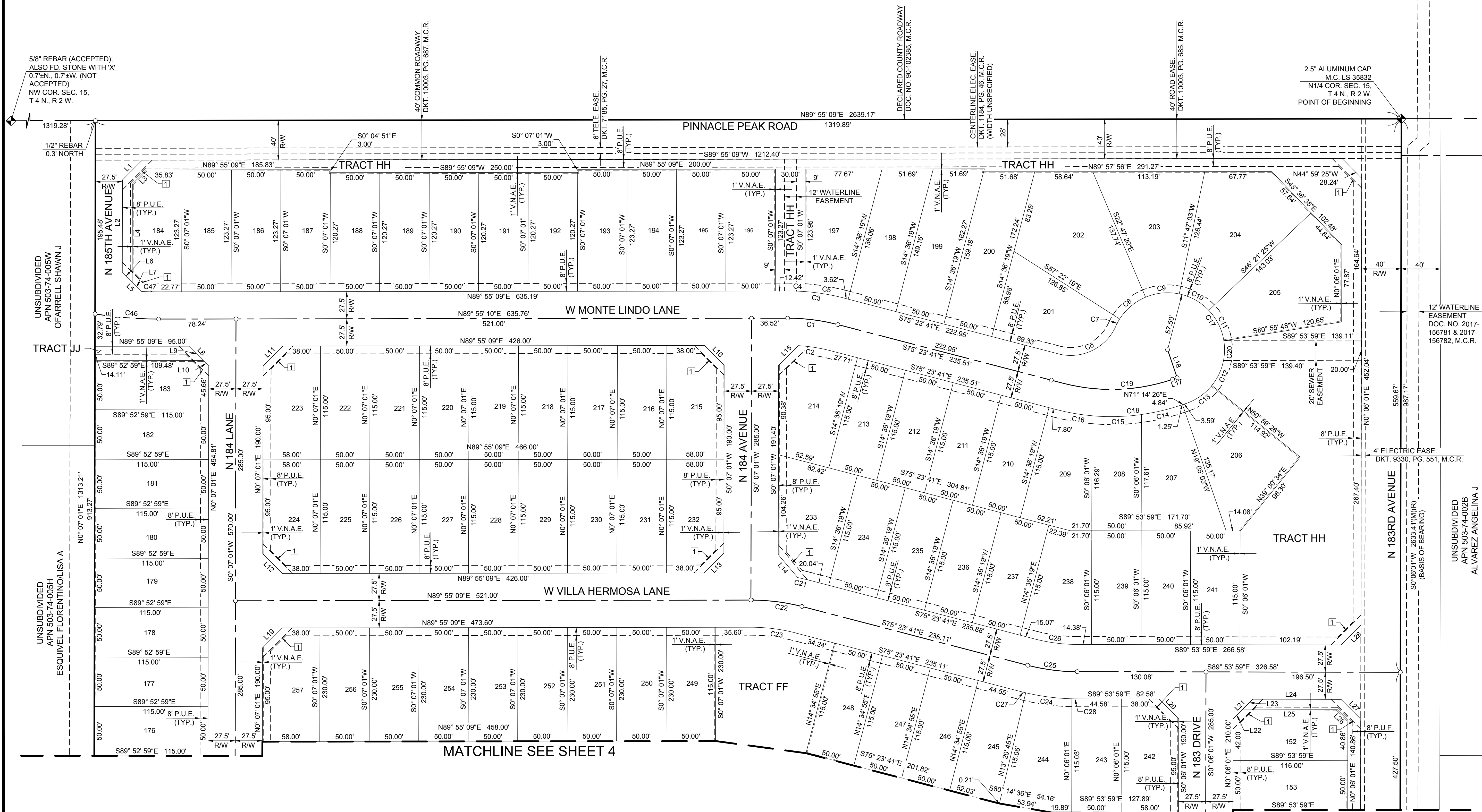
CASE #FS20-674

NORTH COPPER CANYON
PARCEL 3.3



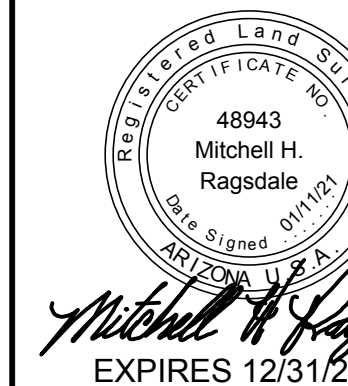
SURVEY LEGEND

- SECTION CORNER AS NOTED
- SET 1/2" REBAR W/ CAP RLS 48943
- MONUMENT AS NOTED
- STREET CENTERLINE MONUMENT MAG STD. DET. 120-1 TYPE B (TO BE SET DURING CONSTRUCTION)
- V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY
- M.C.R. MARICOPA COUNTY RECORDS
- 30'X30' SIGHT VISIBILITY EASEMENT
- SECTION LINE
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE AS NOTED



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FINAL PLAT

NORTH COPPER CANYON
PARCEL 3.3



DATE: 12 / 10 / 20

CHECKED BY: BWB

DRAWN BY: MHR

TITLE:

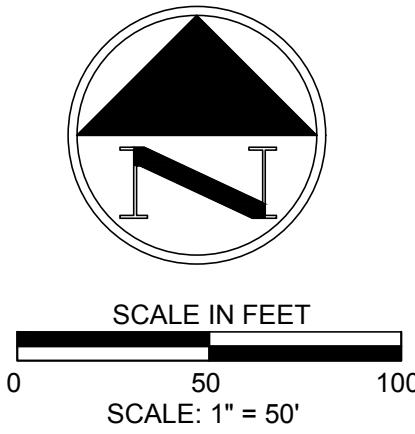
FINAL PLAT

SHEET No.

3 of 4

PROJECT No.
0799.1

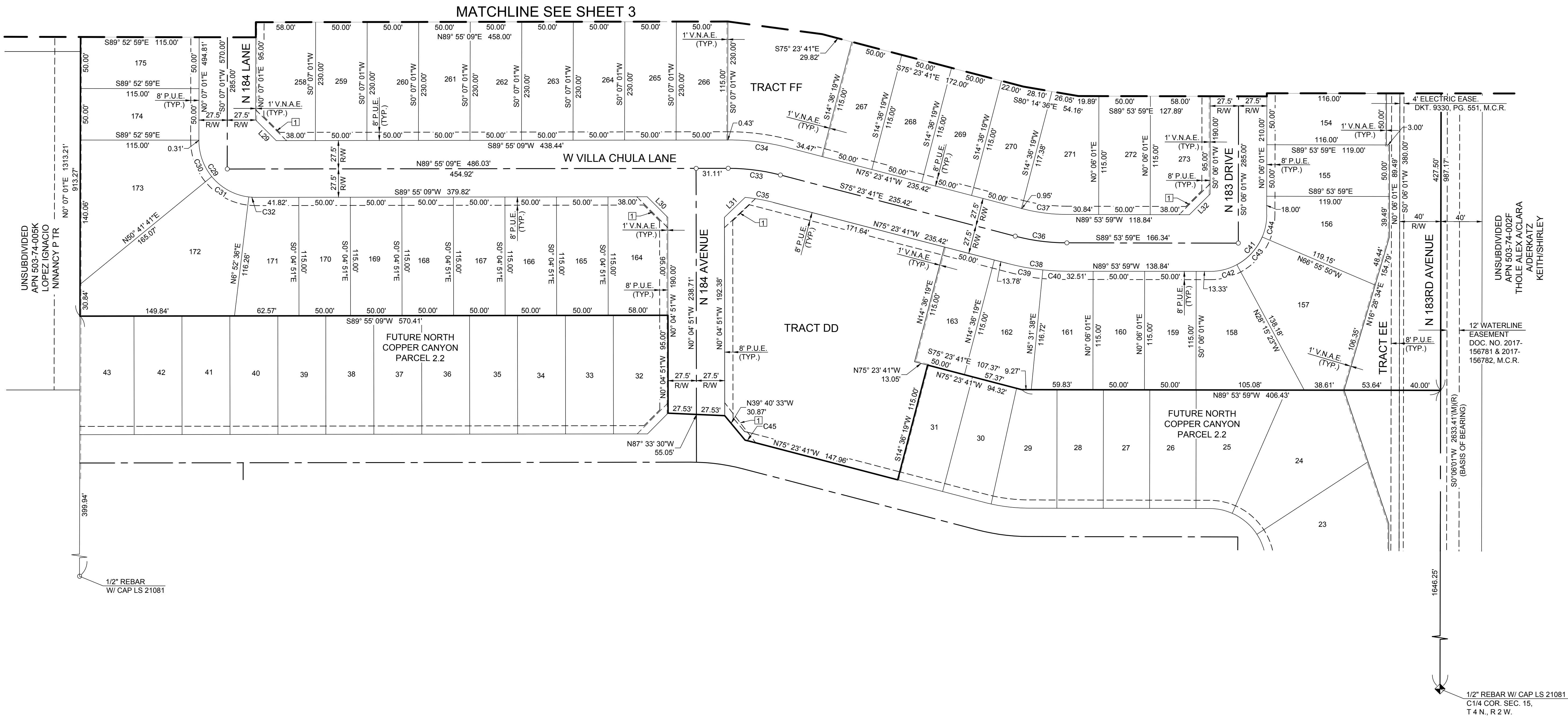
CASE #FS20-674



SURVEY LEGEND

- ◆ SECTION CORNER AS NOTED
- SET 1/2" REBAR W/ CAP RLS 48943
- ⊙ MONUMENT AS NOTED
- STREET CENTERLINE MONUMENT MAG STD. DET. 120-1 TYPE B (TO BE SET DURING CONSTRUCTION)
- V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY
- M.C.R. MARICOPA COUNTY RECORDS
- 1 30'X30' SIGHT VISIBILITY EASEMENT
- SECTION LINE
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE AS NOTED

NORTH COPPER CANYON
PARCEL 3.3



FINAL PLAT

NORTH COPPER CANYON
PARCEL 3.3



DATE: 01 / 11 / 21

CHECKED BY: BWB

DRAWN BY: MHR

TITLE:
FINAL PLAT

SHEET No.

4 of 4

PROJECT No.
0799.1



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 6, 2021 Contact Person: Shirley Phan
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, “Re-Plat of Lot 5, 'Amended Replat of Lot 3' ” an approximately 92.31 acre real property generally located south of Waddell Road and east of Loop 303. (Case FS20-665)

Motion:

I move to approve the Final Plat entitled, “Re-Plat of Lot 5, “Amended Replat of Lot 3” ”.

Background:

Megan Walter, on behalf of Westcor Surprise RSC, LLC, seeks approval of a Re-Plat of the subject property. The Amended Re-Plat of Lot 3 was recorded under Book 1550, Page 50 MCR.

Objective Analysis:

The subject request involves a Re-Plat of Lot 5, Amended Re-Plat of Lot 3 of Prasada Phase 1B North. The subject Re-Plat will allow the applicant to make minor corrections to subdivide into five (5) lots. This re-plat seeks to create commercial and retail spaces for the overall master site.

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS20-665 -Replat of Lot 5 - CC Staff Report - 040621
 2. 01-FS20-665-Replat of Lot 5 - Vicinity Map
 3. 02-FS20-665-Replat of Lot 5 - Case Map
 4. FS20-665 Prasada RMS West - Replat_combined_2-22 & 3-30_signed
 5. PP - FS20-665--Replat of Lot 5 - CC PowerPoint - 040621
-

RE-PLAT

REPORT TO THE CITY COUNCIL

Case: FS20-665
Project Name: Re-Plat of Lot 5 – Amended Re-Plat of Lot 3, Prasada Phase 1B North
Council District: 3- Mesquite
City Council Date: April 6, 2021
Planner: Shirley Phan, Planner I

Owner: Westcor Surprise RSC, LLC
Applicant: Megan Walter
Request: Re-Plat of Lot 5 to Amend the Re-Plat of Lot 3 of the Prasada Planned Area Development (PAD)
Site Location: Generally located south of Waddell Road and east of Loop 303
Site Size: 92.31 acres (approx.)
Density: N/A
General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035
Support/Opposition: None known

Findings:

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

Alternative Actions: **Approve** – Approval of the requested Re-Plat will allow the applicant to make minor corrections to subdivide into five lots.
Deny – Denial of the requested Re-Plat will prevent the applicant ability to make minor corrections to subdivide into five lots.

Additional Information:

The subject request involves a Re-Plat of Lot 5 of the Amended Re-plat of Lot 3 of Prasada Phase 1B North. The subject Re-Plat will serve to make minor corrections to the previously recorded plat by subdividing into five lots.

Attachments:

01 Vicinity Map
02 Case Map
03 Final Plat

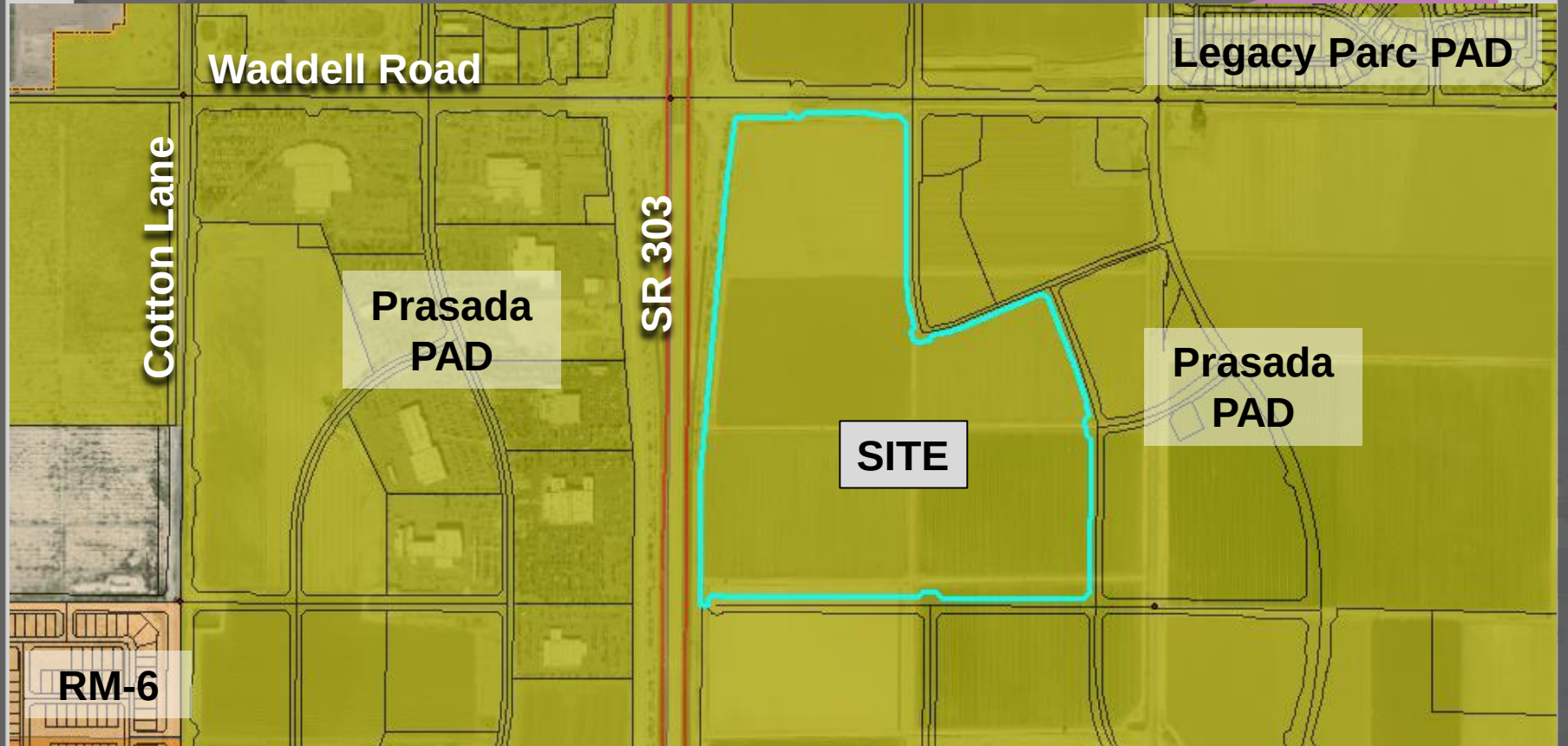
VICINITY MAP

FS20-665 Replat of Lot 5



CASE MAP

FS20-665 Replat of Lot 5



DWG: C:\Projects\2018\3501-4000\018-3610-B\40-DESIGN\SURVEY\SRVY\REF\Y-FINAL PLAT_B18-3610.dwg USER: emorton
DATE: Mar 30, 2021 1:49pm AREFS: SRVY_REPLAT_RV3_0183610 MARK_MACHEN_LS_AZ GENE_HARRISON_LS_AZ SRVY_BASE_0183610_RV3

REPLAT OF LOT 5

"AMENDED REPLAT OF LOT 3, PRASADA PHASE 1B NORTH", BOOK 1477 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T3N, R2W, G1A AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

LOTS 1 THRU 5 OF A REPLAT OF LOT 5, AMENDED REPLAT OF LOT 3, PRASADA PHASE 1B NORTH, ACCORDING TO THE PLAT OF RECORD, AS RECORDED IN BOOK 1550 OF MAPS, PAGE 50, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA.

BASIS OF BEARING

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. SAID LINE BEARING S89°42'19"E AS MEASURED AND S89°42'33"E AS TAKEN FROM GDACS, RECORDED IN BOOK 661, PAGE 18, MARICOPA COUNTY RECORDS.

FLOOD ZONE

THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION "ZONE X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP (FIRM) NO. 04013C1660L, WITH AN REVISION DATE OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, SURPRISE, ARIZONA. ZONE X BEING DEFINED AS: AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

NOTICE OF INTERGOVERNMENTAL AGREEMENT

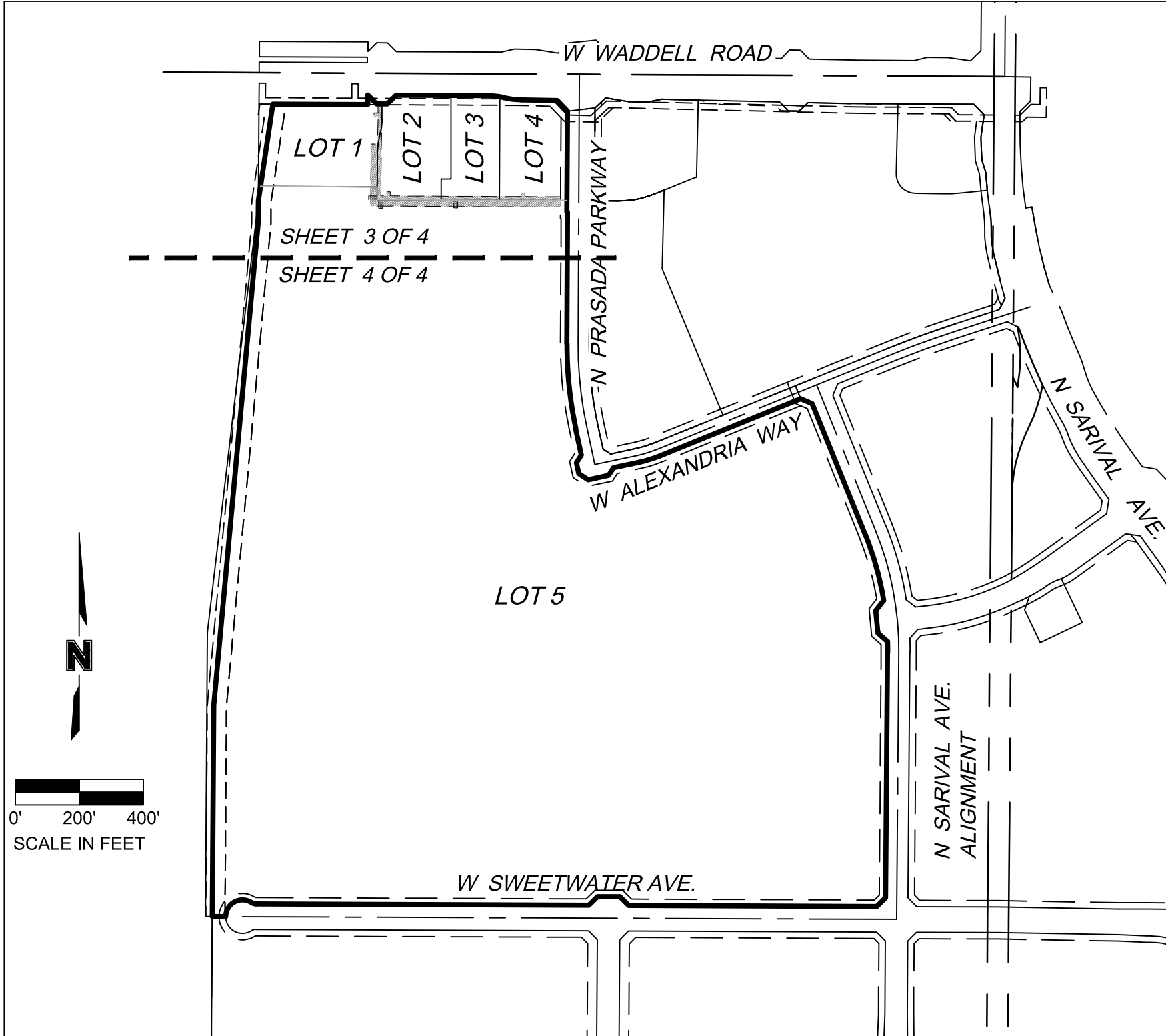
THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997 AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1997 UNDER DOCKET NO. 97-0231759 ("IGA"). CITY AND MWD HAVE FACILITIES 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 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 PROVIDERS' USE AND OCCUPANCY OF THESE EASEMENTS. CITY REQUIRES THAT UTILITY SERVICE PROVIDERS CONSENT TO BE BOUND BY THIS 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 THIS IGA.

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.



KEY MAP

RELEASE OF LIABILITY

WESTCOR SURPRISE RSC LLC, ("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.

WESTCOR SURPRISE RSC LLC, ("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.

PLAT NOTES

- 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.
- 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 EXCAVATING SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 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.

SURVEYOR'S NOTES

- THIS SURVEY WAS BASED UPON THE COMMONWEALTH LAND TITLE INSURANCE COMPANY REPORT ORDER NO. 19000177-040-DO, DATED JANUARY 18, 2019.
- ALL BEARINGS AND DISTANCES REPORTED ON THIS SURVEY ARE MEASURED TO THE MONUMENTS FOUND OR SET AS SHOWN, UNLESS OTHERWISE NOTED.
- ALL CORNERS SHOWN WILL HAVE MONUMENTS SET AT THE TIME OF APPROVAL OF THIS PLAT.



REVISIONS DESCRIPTION

REV. NO.	DATE	CITY COMMENTS
1	12/23/2020	

REPLAT OF LOT 5
"AMENDED REPLAT OF LOT 3, PRASADA PHASE 1B NORTH" BOOK 1477 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T3N, R2W, G1A AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

SURPRISE, ARIZONA

REVISIONS

2020

drawn by: _____ SAC
designed by: _____
checked by: _____ JMP
project no.: 818-3610
date: 9-13-2020

SHEET
2 of 5

FS20-665

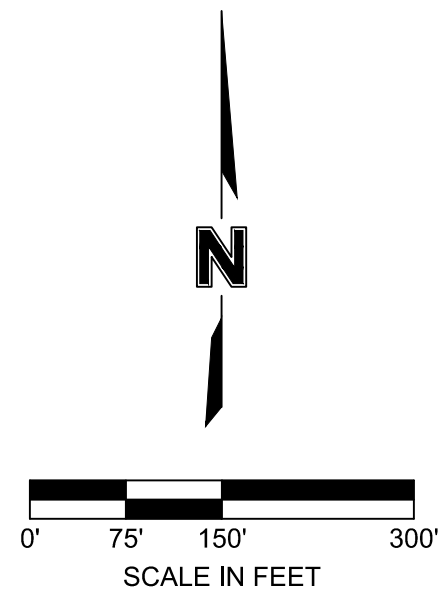
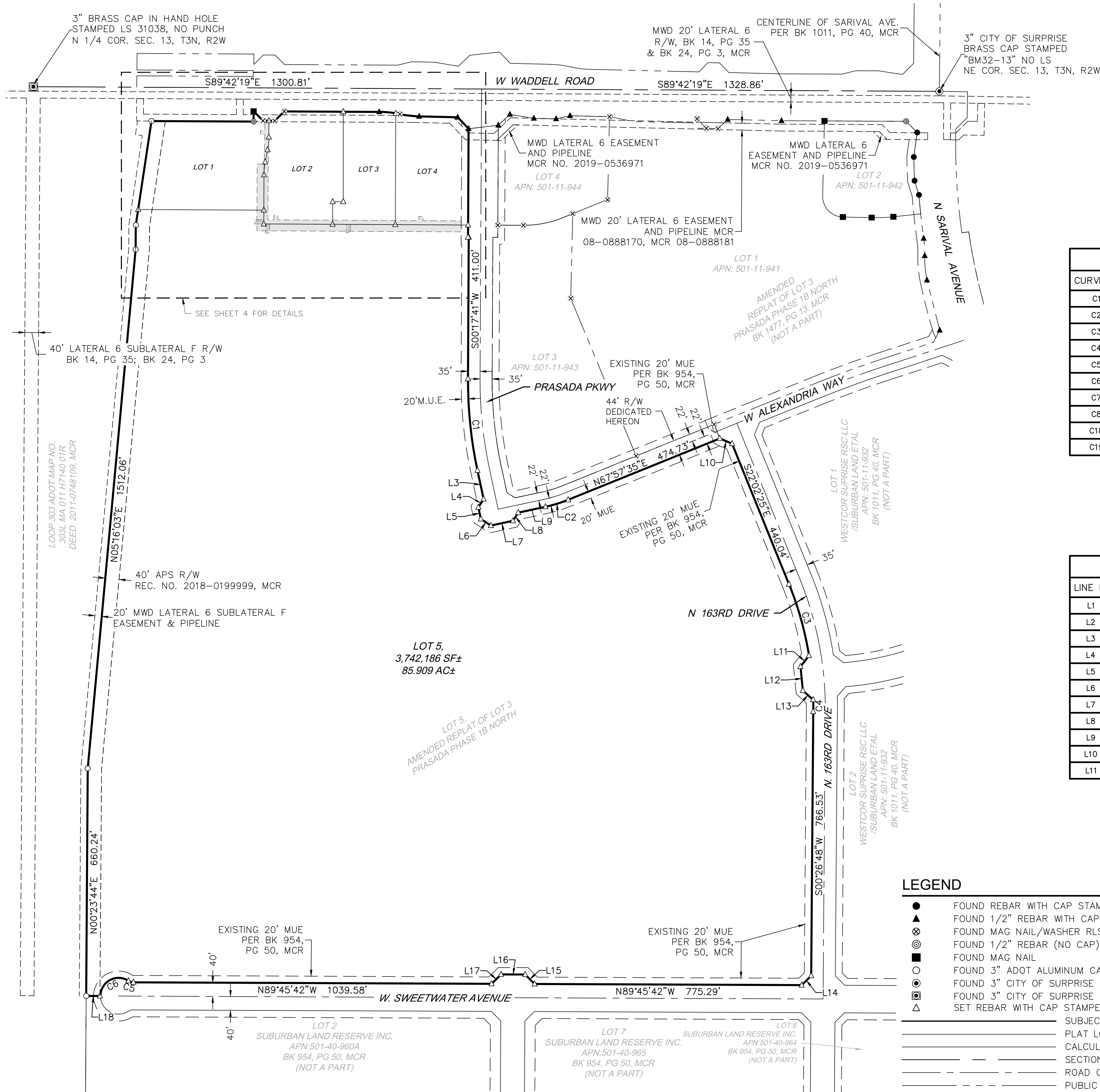
olsson

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Phoenix, AZ 85020-5282

TEL 602.748.1000

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DWG: C:\Projects\2018\3501-4000\018-3610-B\40-DESIGN\SURVEY\SRV\YREF\Y-FINAL PLAT B18-3610.dwg USER: emorion
DATE: Jan 23, 2021 8:31am XREFS: SRV_REPLAT_RV3_0183610 MARK_MACHEN_LS_AZ



CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	1235.00'	12°24'50"	267.58'	S05°54'44"E	267.06'
C2	397.91'	9°53'53"	68.74'	N72°55'13"E	68.66'
C3	965.00'	12°48'23"	215.69'	S15°38'13"E	215.24'
C4	965.00'	2°02'47"	34.47'	S00°34'35"E	34.46'
C5	27.42'	32°34'22"	15.59'	N73°28'31"W	15.38'
C6	52.58'	122°34'22"	112.49'	S61°31'29"W	92.23'
C7	297.42'	11°40'50"	60.63'	S83°51'54"E	60.53'
C8	302.58'	10°38'20"	56.18'	S83°20'38"E	56.10'
C18	297.42'	9°18'53"	48.35'	N85°02'52"W	48.30'
C19	300.23'	2°20'38"	12.28'	N79°12'49"W	12.28'

LINE TABLE		
LINE ID	DIRECTION	LENGTH (FT)
L1	S43°39'48"E	45.84'
L2	S89°42'19"E	2.00'
L3	S12°07'08"E	85.10'
L4	S32°52'51"W	28.28'
L5	S12°07'09"E	35.00'
L6	S57°07'09"E	34.65'
L7	N77°52'51"E	65.50'
L8	N32°52'51"E	28.28'
L9	N77°52'51"E	81.03'
L10	S67°02'25"E	38.77'
L11	S37°47'32"W	40.12'

LINE TABLE		
LINE ID	DIRECTION	LENGTH (FT)
L12	S05°36'04"E	70.00'
L13	S48°23'26"E	39.97'
L14	S45°20'33"W	38.70'
L15	N44°42'35"W	38.81'
L16	N89°50'34"W	70.00'
L17	S45°17'25"W	38.74'
L18	N89°45'42"W	41.30'
L19	N00°04'48"E	30.00'
L20	S44°42'19"E	38.77'
L21	S89°42'19"E	34.10'
L22	N45°17'41"E	38.77'

LEGEND

- FOUND REBAR WITH CAP STAMPED RLS 55030
- ▲ FOUND 1/2" REBAR WITH CAP STAMPED RLS 48008
- ⊗ FOUND MAG NAIL/WASHER RLS 48008
- ⊙ FOUND 1/2" REBAR (NO CAP)
- FOUND MAG NAIL
- FOUND 3" ADOT ALUMINUM CAP
- ⊙ FOUND 3" CITY OF SURPRISE BRASS CAP
- ⊙ FOUND 3" CITY OF SURPRISE BRASS CAP IN HAND HOLE
- △ SET REBAR WITH CAP STAMPED RLS 48008
- SUBJECT PROPERTY BOUNDARY
- PLAT LOT LINES
- CALCULATED LINES OR TIES
- SECTION LINE
- ROAD CENTERLINE
- PUBLIC RIGHT-OF-WAY (R/W)
- EASEMENT LINE

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REPLAT OF LOT 5

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drawn by: SAC
designed by: JMP
checked by: JMP
project no.: 818-3610
date: 9-13-2020

SHEET
3 of 5



REV. NO.		DATE	REVISIONS DESCRIPTION
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SURPRISE, ARIZONA

2020

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DWG: C:\Projects\2018\3501-4000\018-3610-B\40-DESIGN\SURVEY\SRV\Y\FINAL PLAT_B18-3610.dwg USER: emorton
DATE: Jan 27, 2021 5:07pm XREFS: SRVY_REPLAT_RV3_0183610 MARK_MACHEN_LS_AZ GENE_HARRISON_LS_AZ SRVY_BASE_0183610_RV3

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C8	302.58'	10°38'20"	56.18'	S83°20'38"E	56.10'
C16	375.00'	9°55'16"	64.93'	N72°55'13"E	64.85'
C18	297.42'	9°18'53"	48.35'	N85°02'52"W	48.30'
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LINE TABLE		
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L15	N44°42'35"W	38.81'
L16	N89°50'34"W	70.00'
L17	S45°17'25"W	38.74'
L18	N89°45'42"W	41.30'
L19	N00°04'48"E	30.00'
L20	S44°42'19"E	38.77'
L21	S89°42'19"E	34.10'
L22	N45°17'41"E	38.77'

LEGEND

- FOUND REBAR WITH CAP STAMPED RLS 55030
- ▲ FOUND 1/2" REBAR WITH CAP STAMPED RLS 48008
- ⊗ FOUND MAG NAIL/WASHER RLS 48008
- ⊙ FOUND 1/2" REBAR (NO CAP)
- FOUND MAG NAIL
- FOUND 3" ADOT ALUMINUM CAP
- ⦿ FOUND 3" CITY OF SURPRISE BRASS CAP
- ⦿ FOUND 3" CITY OF SURPRISE BRASS CAP IN HAND HOLE
- △ SET REBAR WITH CAP STAMPED RLS 48008
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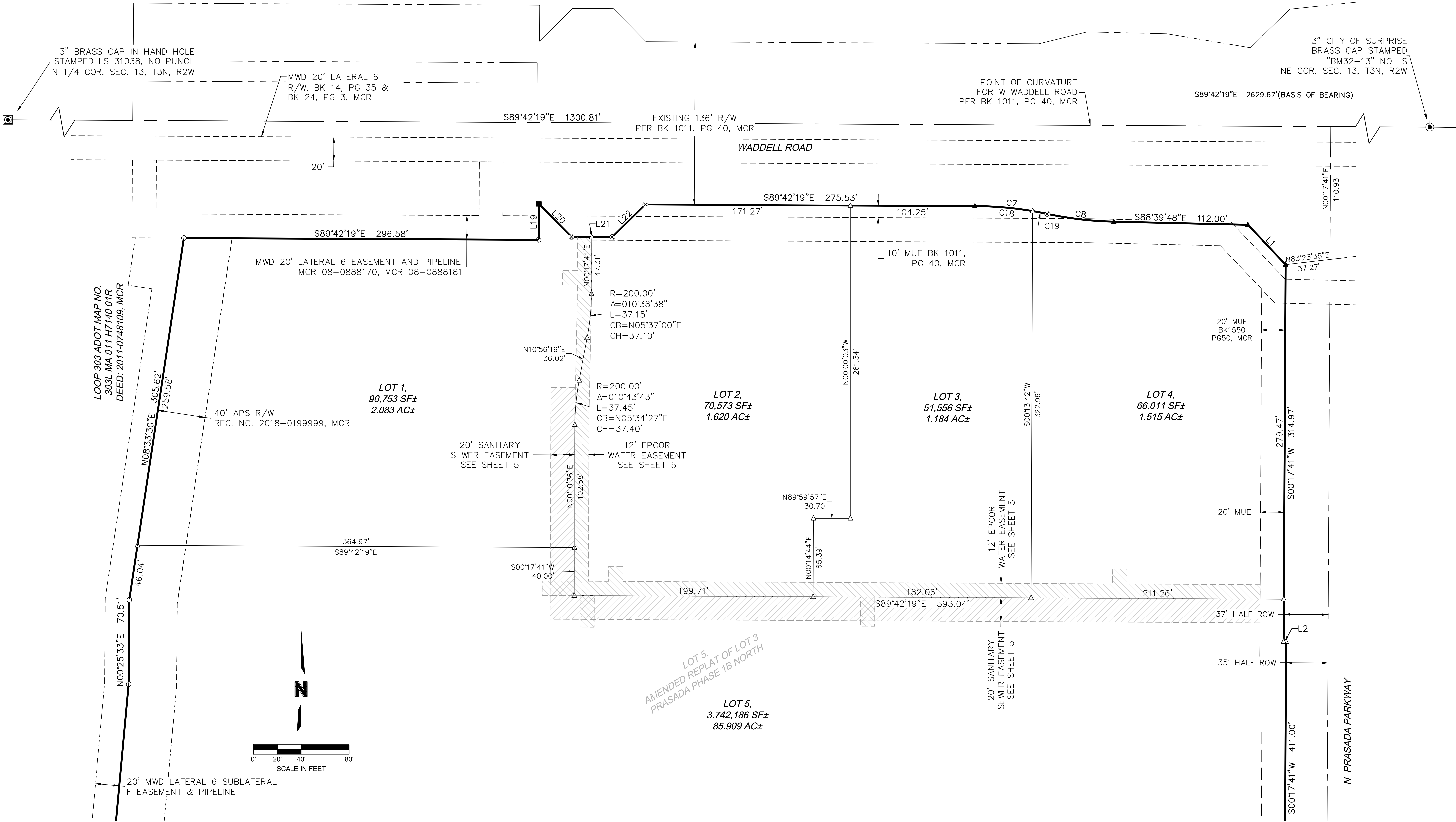
REPLAT OF LOT 5

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designed by: _____
checked by: _____ JMP
project no.: 818-3610
date: 9-13-2020

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4 of 5

FS20-665



REV. NO.	DATE	REVISIONS DESCRIPTION
1	12/23/2020	CITY COMMENTS

SURPRISE, ARIZONA

2020

REVISIONS

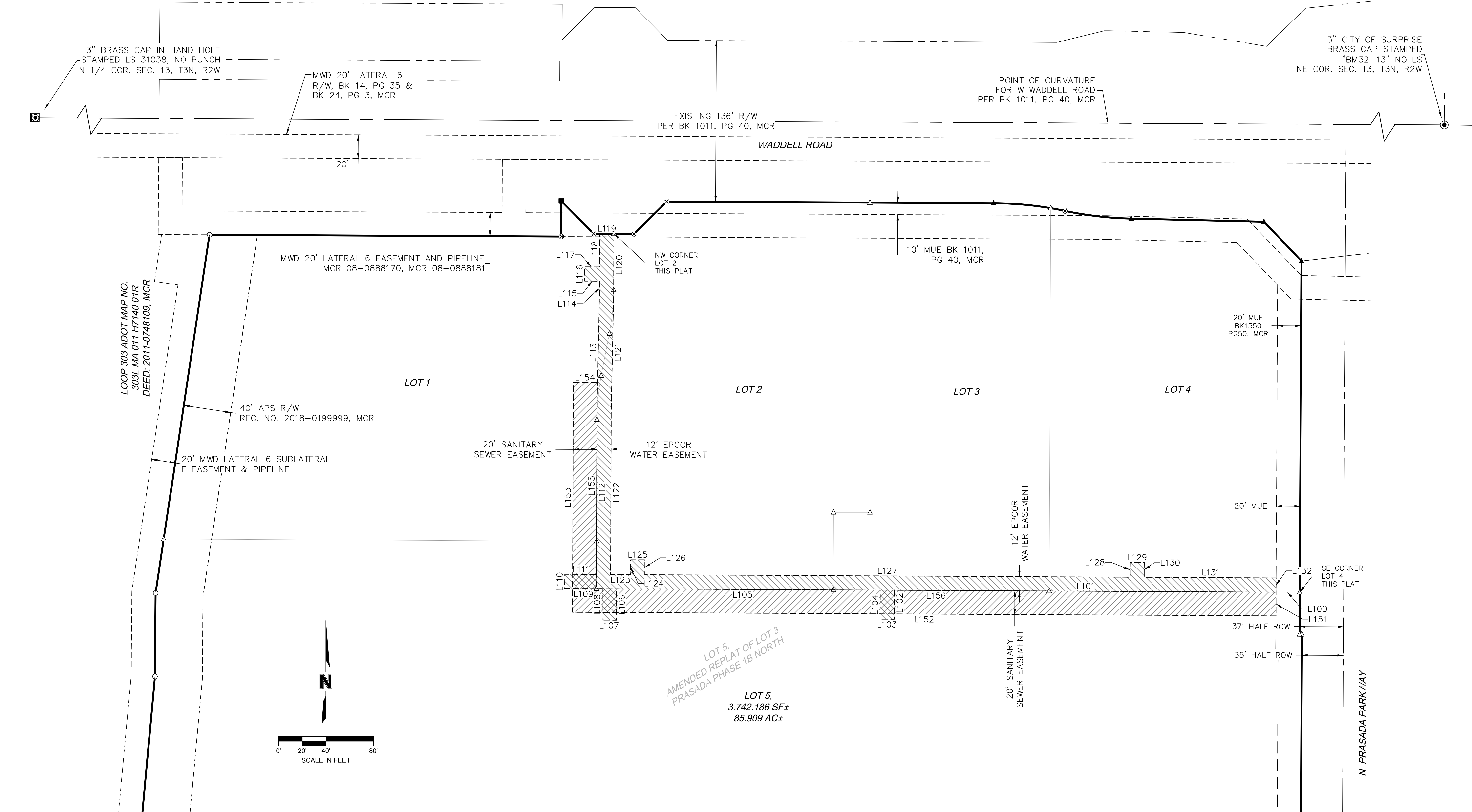
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DATE: Jan 27, 2021 5:07pm XREFS: SRVY_REPLAT_RV3_0183610 MARK_MACHEN_LS_AZ GENE_HARRISON_LS_AZ SRVY_BASE_0183610_RV3



SANITARY SEWER EASEMENT			
LINE TABLE			
LINE ID	DIRECTION	LENGTH (FT)	
L100	N89°42'06\"W	20.00'	
L151	S00°00'09\"W	20.00'	
L152	N89°42'19\"W	593.11'	
L153	N00°12'35\"E	193.73'	
L154	N90°00'00\"E	20.00'	
L155	S00°12'35\"W	173.84'	
L156	S89°42'19\"E	573.04'	

EPCOR WATER EASEMENT			
LINE TABLE			
LINE ID	DIRECTION	LENGTH (FT)	
L100	N89°42'06\"W	20.00'	
L101	N89°42'19\"W	321.71'	
L102	S00°17'41\"W	24.50'	
L103	N89°42'19\"W	12.00'	
L104	N00°17'41\"E	24.50'	
L105	N89°42'19\"W	222.34'	
L106	S00°17'41\"W	26.50'	
L107	N89°42'19\"W	12.00'	
L108	N00°17'41\"E	26.50'	
L109	N89°42'19\"W	31.67'	
L110	N00°17'41\"E	12.00'	

LINE TABLE		
LINE ID	DIRECTION	LENGTH (FT)
L111	S89°42'19\"E	26.66'
L112	N00°12'35\"E	138.90'
L113	N01°12'46\"E	96.58'
L114	N00°17'41\"E	11.95'
L115	N89°42'19\"W	12.50'
L116	N00°17'41\"E	12.00'
L117	S89°42'19\"E	12.50'
L118	N00°17'41\"E	28.05'
L119	S89°41'57\"E	12.00'
L120	S00°17'41\"W	52.10'
L121	S01°12'46\"W	96.57'

LINE TABLE		
LINE ID	DIRECTION	LENGTH (FT)
L122	S00°12'35\"W	138.81'
L123	S89°42'19\"E	16.84'
L124	N00°17'41\"E	12.47'
L125	N90°00'00\"E	12.00'
L126	S00°17'41\"W	12.53'
L127	S89°42'19\"E	409.01'
L128	N00°15'15\"E	12.47'
L129	N90°00'00\"E	12.00'
L130	S00°15'15\"W	12.53'
L131	S89°42'19\"E	111.21'
L132	S00°17'41\"W	12.00'

- LEGEND
- ▲

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FOUND REBAR WITH CAP STAMPED RLS 55030
FOUND 1/2" REBAR WITH CAP STAMPED RLS 48008
FOUND MAG NAIL/WASHER RLS 48008
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FOUND 3" CITY OF SURPRISE BRASS CAP IN HAND HOLE
SET REBAR WITH CAP STAMPED RLS 48008
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SUBJECT PROPERTY BOUNDARY
PLAT LOT LINES
CALCULATED LINES OR TIES
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T.D.E. = TEMPORARY DRAINAGE EASEMENT
(C) = CALCULATED DISTANCE

REPLAT OF LOT 5

"AMENDED REPLAT OF LOT 3, PRASADA PHASE 1B NORTH" BOOK 1477 OF MAPS, PAGE 13. RECORDS OF MARICOPA COUNTY, ARIZONA. LOCATED IN NORTHEAST QUARTER OF SECTION 13, T3N, R2W, GLA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

drawn by: _____ SAC
designed by: _____
checked by: _____ JMP
project no.: 818-3610
date: 9-13-2020





FS20-665
Replat of Lot 5
Amended Replat of Lot 3,
Prasada Phase 1B North

City Council – April 6, 2021

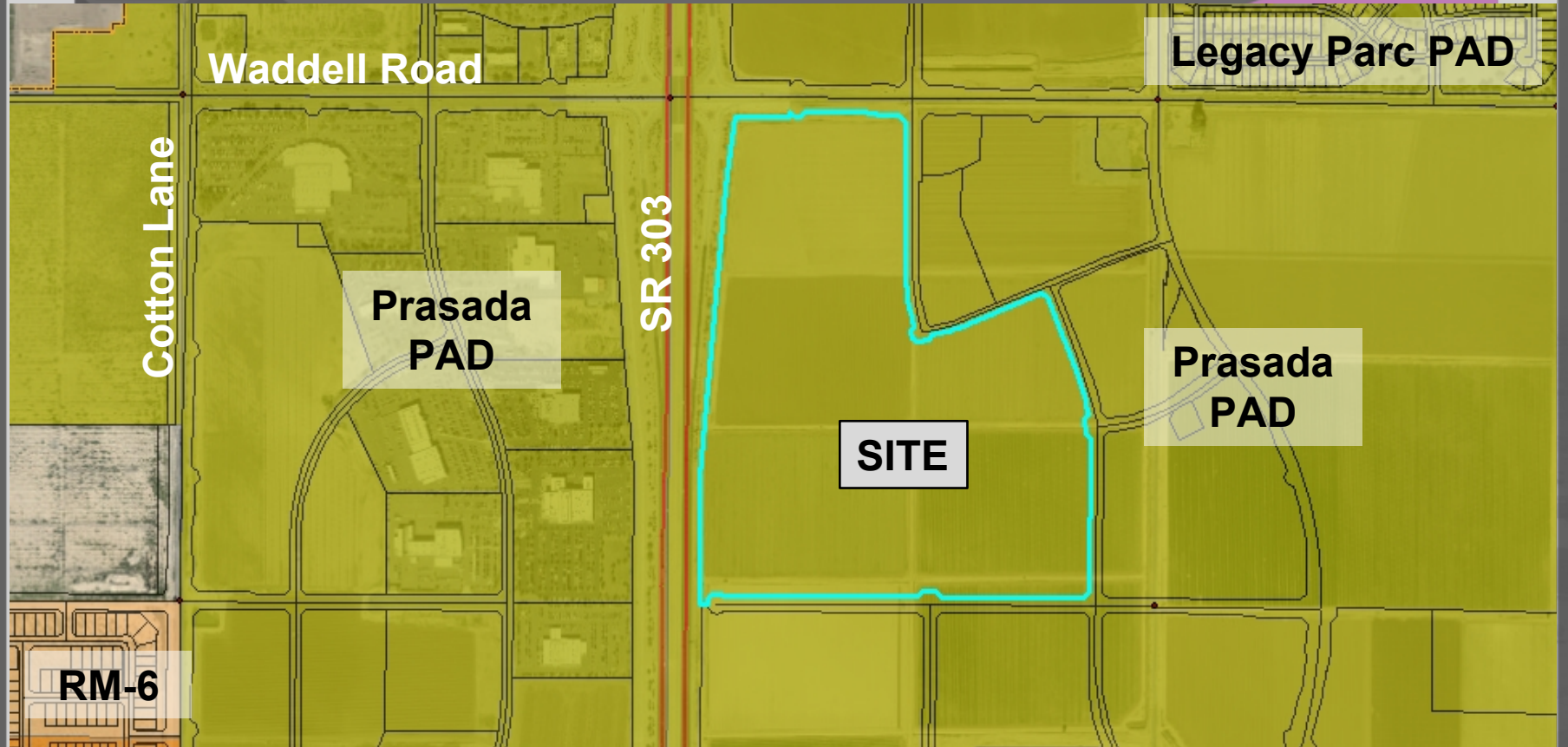
VICINITY MAP

FS20-665 Replat of Lot 5



CASE MAP

FS20-665 Replat of Lot 5



RECEIVED

01/20/2021

REPLAT OF LOT 5

"AMENDED REPLAT OF LOT 5, PRASADA PHASE 1B NORTH", BOOK 1477 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T34N, R24W, GLA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS

THAT NESTOR SURPRISE RSC LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER"), HAS SUBMITTED UNDER THE NAME REPLAT OF LOT 5 "AMENDED REPLAT OF LOT 5, PRASADA PHASE 1B NORTH" ACCORDING TO BOOK 1477, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T34N, R24W, GLA AND SALT RIVER MERIDIAN, MARICOPA COUNTY OF ARIZONA, AS SHOWN AND HEREIN SET FORTH THE LOCATION AND GRANTS THE DIMENSIONS OF EACH LOT AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT SHALL BE KNOWN BY EACH NUMBER SHOWN 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.

NESTOR SURPRISE RSC LLC ("OWNER") HEREBY GRANTS TO THE CITY OF SURPRISE ("CITY") SUBJECT TO THE RESTRICTIONS SET FORTH BELOW, THE PERPETUAL USE OF A NON-EXCLUSIVE EASEMENT (THE "MUNICIPAL USE EASEMENT") OVER THOSE PORTIONS OF THE PRASADA PROJECT SHOWN ON THIS PLAT AS "LOT 5" (THE "MUNICIPAL USE EASEMENT AREA") TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND/OR REPLACE CERTAIN IMPROVEMENTS AND INFRASTRUCTURE FACILITIES ("MUNICIPAL USE FACILITIES"), INCLUDING, WITHOUT LIMITATION, PUBLIC AND PRIVATE UTILITIES AND REQUIRED ABOVE GROUND APPURTENANCES (E.G., CABLES, TRANSFORMERS, PAVES, PRECASTS, SWITCH GEAR, ETC.), CONCRETE, STEEL, STRUCTURES, PULL BOXES, TRAFFIC CONTROL DEVICES, DRAINAGE, RETENTION, PATHS, TRAILS, TERRACES, WAREHOUSES, IRRIGATION, CREEKS, OUTLETS, BAYS, DECORATION, LANES, RIGHT TURN LANES, DRIVEWAY ENTRANCES, STREET DRAINAGE, TRAFFIC SIGNALS, PROJECT DRAINAGE (PUBLIC AND PRIVATE), MONUMENTATION, CURBS, WALLS AND ENTRY FEATURES (IN ACCORDANCE WITH THE PRASADA GATEWAY VILLAGE ("PGV") COMMERCIAL ZONING ORDINANCES). THE MUNICIPAL USE EASEMENT ALSO INCLUDES INGRESS AND EGRESS TO AND FROM THE MUNICIPAL USE EASEMENT AREAS IN ORDER TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND REPLACE ALL MUNICIPAL USE FACILITIES AS MAY FROM TIME TO TIME BE LOCATED WITHIN THE MUNICIPAL USE EASEMENT AREAS. THE MUNICIPAL USE EASEMENT IS FOR THE BENEFIT OF, AND THE TERM "GRANTEE" SHALL INCLUDE, THE CITY AND ALL PUBLIC UTILITY PROVIDERS AND OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITIES TO WHICH THE CITY GRANTS RIGHTS WITHIN THE MUNICIPAL USE EASEMENT AREAS.

NESTOR SURPRISE RSC LLC ("OWNER") HEREBY GRANTS TO THE CITY OF SURPRISE ("CITY") SUBJECT TO THE RESTRICTIONS SET FORTH BELOW, THE PERPETUAL USE OF A NON-EXCLUSIVE EASEMENT (THE "REGIONAL DRAINAGE EASEMENT") OVER THOSE PORTIONS OF THE PRASADA PROJECT SHOWN ON THIS PLAT AS "LOT 5" (THE "REGIONAL DRAINAGE EASEMENT AREA") TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND/OR REPLACE DRAINAGE AND RETENTION FACILITIES AND OTHER RELATED PUBLIC IMPROVEMENTS ("REGIONAL DRAINAGE FACILITIES"). THE REGIONAL DRAINAGE EASEMENT ALSO INCLUDES INGRESS AND EGRESS TO AND FROM THE REGIONAL DRAINAGE EASEMENT AREAS IN ORDER TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND REPLACE ALL REGIONAL DRAINAGE FACILITIES AS MAY FROM TIME TO TIME BE LOCATED WITHIN THE REGIONAL DRAINAGE EASEMENT AREAS. THE REGIONAL DRAINAGE EASEMENT IS FOR THE BENEFIT OF, AND THE TERM "GRANTEE" SHALL INCLUDE, THE CITY AND ALL PUBLIC UTILITY PROVIDERS AND OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITIES TO WHICH THE CITY GRANTS RIGHTS WITHIN THE REGIONAL DRAINAGE EASEMENT AREAS.

THE MUNICIPAL USE EASEMENT AND THE REGIONAL DRAINAGE EASEMENT SHALL NOT IMPAIR GRANTEE'S RIGHT TO USE THE MUNICIPAL USE EASEMENT AREA AND THE REGIONAL DRAINAGE EASEMENT AREAS OR TO GRANT TO OTHERS THE RIGHT TO USE THE MUNICIPAL USE EASEMENT AREA AND THE REGIONAL DRAINAGE EASEMENT AREAS. GRANTEE SHALL NOT BE UNREASONABLY INTERFERED WITH ANY GRANTEE'S ENJOYMENT OF THE MUNICIPAL USE EASEMENT OR THE REGIONAL DRAINAGE EASEMENT GRANTED HERETO.

OWNER HEREBY GRANT TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT AN EASEMENT OVER, UPON, AND ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTIGUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO EACH PARCEL CREATED BY THIS PLAT.

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

ALL OF THE PROVISIONS SET FORTH HEREIN, INCLUDING THE MUNICIPAL USE EASEMENT AND THE REGIONAL DRAINAGE EASEMENT GRANTED HERETO, SHALL RUN WITH THE LAND AND SHALL BINDING UPON AND PASS TO THE BENEFIT OF GRANTEE, GRANTEE, WATER GRANTEE AND THEIR RESPECTIVE TRANSFERREES, SUCCESSORS AND ASSIGNS.

ADMINISTRATION AND MAINTENANCE OF THE MUNICIPAL USE EASEMENT AND THE REGIONAL DRAINAGE EASEMENT RESIDE WITH GRANTEE OR THEIR SUCCESSORS, ASSIGNS AND DESIGNEES.

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 FORMAL COUNCIL ACTION.

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE PEDESTRIAN RIGHTS AND EGRESS IN CONSTRUCTION AND MAINTENANCE OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS SIDEWALK EASEMENTS AS SHOWN ON THE PLAT.

DEDICATION (CONTINUED)

NESTOR SURPRISE RSC LLC ("GRANTEE") HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AN AVIGATION EASEMENT OVER AND ACROSS THE PROPERTY SHOWN ON THIS PLAT AND EVERY LOT AND PARCEL, THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER SUCH PROPERTY, TOGETHER WITH ITS ATTENDANT RISKS, VIBRATIONS, FUMES, DUST, FUEL, URBANISM, PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LAUNCHING, AT, OR TAKING OFF FROM OR OPERATING AT OR ON LANE AIR FORCE BASE AND ADJACENT WELLS.

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

IN WITNESS WHEREOF, OWNER HAS HEREONTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER.

NESTOR SURPRISE RSC LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: NESTOR 303 RSC LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS MANAGING MEMBER

BY: NESTOR COMPANY S LIMITED PARTNERSHIP,
AN ARIZONA LIMITED PARTNERSHIP,
ITS MANAGING MEMBER

BY: MACRODIN TECH S CORP.,
A DELAWARE CORPORATION,
ITS GENERAL PARTNER

BY: _____ DATE: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ARIZONA } ss
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED,

PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF 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 HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: _____ DATE: _____

MY COMMISSION EXPIRES: _____

OWNER: LOTS 1, 2, 3, 4 & 5

NESTOR SURPRISE RSC LLC
11411 N TATUM BLVD
PHOENIX, ARIZONA 85028
PHONE: (480) 584-7744
CONTACT: SCOTT MAGNER

SUBDIVISION

OLSSON
7878 N 16TH STREET, STE 100
PHOENIX, AZ 85028
PHONE: (602) 748-1000
CONTACT: JENIE C. HARRISON & RLS

SUBDIVISIONS NOTE

1. LEGAL DESCRIPTION, BASIS OF BEARING, FLOOD EVIDENCE, INTERCOMMUNITAL AGREEMENT, PUBLIC NOTICE, RELEASE OF LIABILITY, DEVELOPMENT AGREEMENT, PLAT NOTES AND ADDITIONAL SURVEY NOTES ARE LOCATED ON SHEET 2.

LOT AREA TABLE

LOT	SQUARE FEET ±	ACRES ±
1	80793	1.868
2	76673	1.740
3	81856	1.869
4	88031	2.003
5	274036	6.260
TOTAL	408799	92.94

APPROVALS

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

APPROVED: _____ DATE: _____

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

ATTEST: _____ DATE: _____

MAJOR: _____ DATE: _____

CITY CLERK: _____ DATE: _____

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER 2020, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ACCURATELY EXIST OR WERE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO CHANGE THIS SURVEY TO BE REVERSED. THE BOUNDARY SURVEY, AS SHOWN ON THIS PLAT, MEETS THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS.

JOHN THOM PITTMAN
REGISTERED LAND SURVEYOR
ARIZONA REG. NO. 4808
7878 N 16TH STREET, STE 210
PHOENIX, AZ 85028



olsson

DATE	REVISION
01/20/2021	1

REPLAT OF LOT 5
NESTOR SURPRISE RSC LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS SUBMITTED UNDER THE NAME REPLAT OF LOT 5 "AMENDED REPLAT OF LOT 5, PRASADA PHASE 1B NORTH" ACCORDING TO BOOK 1477, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T34N, R24W, GLA AND SALT RIVER MERIDIAN, MARICOPA COUNTY OF ARIZONA, AS SHOWN AND HEREIN SET FORTH THE LOCATION AND GRANTS THE DIMENSIONS OF EACH LOT AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT SHALL BE KNOWN BY EACH NUMBER SHOWN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

SHEET
1 OF 5

FE20-880

"AMENDED REPLAT OF LOT 3, PRASADA PHASE 1B NORTH", BOOK 1477 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T3N, R2W, GLA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LOTS 1 THRU 5 OF A REPLAT OF LOT 5, AMENDED REPLAT OF LOT 3, PRASADA PHASE 10 NORTH, ACCORDING TO THE PLAT OF RECORD, AS RECORDED IN BOOK 1550 OF MAPS, PAGE 50, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA.

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID LINE BEARING S89°42'19"E AS MEASURED AND S89°42'33"E AS TAKEN FROM GOACS, RECORDED IN BOOK 881, PAGE 18, MARICOPA COUNTY RECORDS.

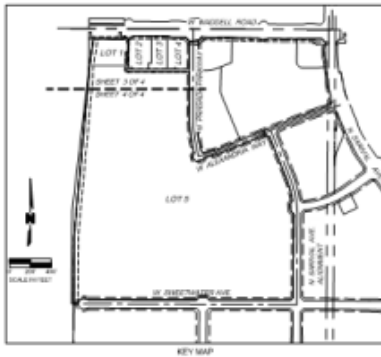
THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION "ZONE X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP (FIRM) NO. 040123001B, WITH AN REVISION DATE OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040055, SURPRISE, ARIZONA. ZONE X BEING DEFINED AS: AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

THE CITY OF SUITE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 5, 1987 AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL TWENTY UNDER DISTRICT NO. ONE. THE AGREEMENT PROVIDES THAT THE CITY AND MWD SHALL COOPERATE IN THE DESTRUCTION AND DELINEATION WITHIN CERTAIN CONSERVATION PLATS OR FOR LANDS NOT INCLUDED IN A CONSERVATION PLAT DECLARATIONS OF SURVIVAL OF ANY PLANT OR ANIMAL SPECIES OR OF ANY OTHER NATURAL OR CULTURAL RESOURCES OF THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE ISA. THE ISA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY.

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

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

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LANE 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. ANY VIOLATION OF THE STANDARDS ADOPTED BY THE CITY OF SURPRISE 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.

[illegible]

WESTBOROUGH RESOLVE RISC LLC, ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF WESTBOROUGH, ("CITY") FROM ALL AND ANY LIABILITY, AND HOLD HARMLESS THE CITY OF WESTBOROUGH, 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, (2) RELEASE AND DISCHARGE THE CITY OF WESTBOROUGH, 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, (3) IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY ACQUIRED ADJACENT OWNER'S PROPERTY, ("ADJACENT OWNER'S PROPERTY"), THE CITY OF WESTBOROUGH, ("CITY") AGREES TO ACCEPT THE CITY OF WESTBOROUGH'S RESPONSIBILITY TO THE ADJACENT OWNER FOR SUBSEQUENT ADJACENT OWNER, WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE ADJACENT OWNER'S PROPERTY IS IMPROVED TO CITY STANDARDS AND ACCEPTED BY THE CITY OF WESTBOROUGH.

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 SIGNALS LOCATED WITHIN THE RIGHT-OF-WAY, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIGNALS.

1. PURSUANT TO A.R.S. § 40-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #4750 AND #4750, WHEN APPLICABLE.
2. IN ACCORDANCE WITH ARS § 9-450.03, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.

3. NO ON-SITE GRAD OR EXCAVATING SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
4. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "A", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) OR FLOOD INSURANCE RATE MAP (FIRM) FOR THE COUNTY OF MARICOPA, STATE OF ARIZONA, WHICH INDICATES THAT THE PROPERTY IS LOCATED WITHIN A FLOOD INSURANCE RATE MAP FOR THE COUNTY IN WHICH SUCH PROPERTY IS SITUATED.
5. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS OR AREAS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS ASSOCIATION FORMED BY THE OWNER.
6. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE CITY OF SURPRISE.
7. THE MAINTENANCE OF LANDSCAPING WITHIN COLLECTOR AND LOCAL STREETS, WHETHER OR NOT LANDSCAPED, SHALL BE THE RESPONSIBILITY OF THE CITY OF SURPRISE.
8. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS ASSOCIATION FORMED BY THE ADJACENT PROPERTY OWNER.
9. LANDSCAPING MAINTENANCE OF THE MEDIAN WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE.
10. LANDSCAPING MAINTENANCE OF THE MEDIAN WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY LOCAL STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS ASSOCIATION FORMED BY THE ADJACENT PROPERTY OWNER.

1. THIS SURVEY WAS BASED UPON THE COMMONWEALTH LAND TITLE INSURANCE COMPANY REPORT ORDER NO. 19000177-040-00, DATED JANUARY 10, 2019.
2. ALL BEARINGS AND DISTANCES REPORTED ON THIS SURVEY ARE MEASURED TO THE MONUMENTS FOUND OR SET AS SHOWN, UNLESS OTHERWISE NOTED.
3. ALL CORNERS SHOWN WILL HAVE MONUMENTS SET AT THE TIME OF APPROVAL OF THIS PLAN.

[illegible]

By _____

By _____

ITS PROPERTY AND CONTRACTS MANAGER

ITS: ASSISTANT SECRETARY

WESTCOAST SURPRISE, INC., LLC AN
ARIZONA LIMITED LIABILITY COMPANY

▲ 附註 5:

By _____

olsson



DATE	REMARKS

REPLAY OF LOT 5

[illegible]

SHILL

FINAL PLAT







QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 6, 2021

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

Submitting Department: Community Development District: Citywide

Staff Recommendations: None

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

Consideration and action pertaining to approval of a Fiscal Year 2021 budget amendment reallocating appropriations in the amount of \$200,000 for contract building inspector services; Resolution #2021-38.

Motion:

I move to approve Resolution #2021-38.

Background:

Community Development started FY21 with a contract inspector budget of \$198,400, and paid an average of \$30,000 a month for contract services in the first seven months of the year. A budget amendment request was approved by City Council on January 19, 2021 in the amount of \$50,000 to provide additional funding the department needed in order to proceed with the utilization of contract building inspectors. When Community Development initially requested the additional \$50,000, the department did not foresee a prolonged vacancy of an FTE Building Inspector, which will leave the department with one less staff member to accommodate the ever increasing demand for building inspections. Although deemed temporary, the vacancy of the FTE is anticipated to last several months, which will significantly impact the Building Inspection Program and increase the need for the department to rely upon contract building inspectors to fill this gap during the FTE's extended time of absence. Reviewing the average monthly spend for contract building inspectors over the last seven months and calculating for the anticipated increase in contract services, the budgeted amount of \$248,400 is on track to be exhausted well before the end of the fiscal year. To continue to support the workload of the Building Inspection Program and provide the level of service expected, an additional \$200,000 in contract funds is requested to ensure contract inspectors can be utilized for the duration of the fiscal year to help meet the increased demand, as well as supplement the temporary absence. This request is supported both by current levels of service and revenues collected. Community Development has collected 150% of the revenue projected for FY21 within the first seven months of the fiscal year, with 42% of the year remaining in which to collect additional revenue. With permits up 21% over last year, the ability to utilize contract inspectors on an as-needed basis is essential to ensure Community Development can continue to meet demand.

Objective Analysis:

The purpose of supplementing the Building Inspection workforce with contract staff is to reduce any potential negative impact on City staff should there be an economic slowdown (such as the 40%

reduction in staff in 2009 due to the economic downturn). With permits up 21% over last year and on the rise, the ability to hire contract inspectors on an as-needed basis is essential to ensure Building Safety can continue to provide residents and developers with timely, quality inspection services.

Policy Compliant:

This action is consistent with City and Council policy.

Financial Impact:

This action will increase the expenditure for contract building inspectors by \$200,000 which will be supported by an increase of revenue in Community Development building inspection permits.

Budget Impact:

This action reallocates spending authority in the amount of \$200,000 from Contingency to Community Development Services without increasing or decreasing the total adopted citywide expenditure budget for FY2021.

FTE Impact:

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

ATTACHMENTS:

1. RES2021-38 - BA for Contract Building Inspectors-3.17.2021
-

RESOLUTION #2021-38

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF \$200,000 FROM CONTINGENCY WITHIN THE GRANTS FUND TO THE GENERAL FUND FOR CONTRACT BUILDING INSPECTORS.

WHEREAS, the FY2021 budget was adopted including funding for contract building inspectors;

WHEREAS, the services of contract building inspectors have been, and continue to be, necessary to support the substantial workload of building inspections;

WHEREAS, the increase in expenditures is supported by revenue collections;

WHEREAS, to date, the Community Development Department has collected one hundred fifty percent of FY2021 budgeted revenue amounts;

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

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

APPROVED AND ADOPTED this ____ day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION #2021-38
Exhibit A

1. Appropriation - The allocation below represents a movement of budget authority in the amount of \$200,000 from Contingency within the Grants Fund to Services within the General Fund to cover the cost of services provided by contract building inspectors. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants/Contingency	General Operations	Contingency	E	1,032,800	(200,000)	832,800
General Fund	Community Development	Services	E	795,300	200,000	995,300
Expense Total				1,828,100	-	1,828,100
Revenue Total				-	-	-



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 6, 2021

Contact Person: Andrea Davis, DIRECTOR -
FINANCE

Submitting Department: Finance

District: Internal

Staff Recommendations: None

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2021 budget amendment utilizing personnel savings within the Finance Department for consulting services by moving budget authority of \$50,000 from the General Fund, Full-time Salaries to Professional and Outside Services; Resolution #2021-45.

Motion:

I move to approve Resolution #2021-45.

Background:

Two positions within the Finance Department's Accounting Division have remained vacant for an extended period of time. The vacancies have generated personnel savings which the department wishes to use for financial consulting services to support various projects related to capital asset accounting, grant accounting, preparation of the FY2021 Comprehensive Annual Financial Report (CAFR), and implementation of new software.

Objective Analysis:

This action will provide the Finance Department with the necessary support to complete legally required documents such as the year end audit, Comprehensive Annual Financial Report CAFR and the Schedule of Expenditure of Federal Awards (SEFA).

Policy Compliant:

This action is compliant with City and Council policies.

Financial Impact:

This action will allow for the one-time expenditure of \$50,000 for professional and outside services with savings generated by personnel vacancies.

Budget Impact:

This action will move budget authority in the amount of \$50,000 within the General Fund from full-time salaries to professional and outside services. This action represents a transfer of budget authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2021-45 Accounting Consultant
-

RESOLUTION # 2021-45

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2021 BUDGET BY MOVING BUDGET AUTHORITY OF \$50,000 FROM WITHIN THE GENERAL FUND FROM FULL-TIME SALARIES TO PROFESSIONAL AND OUTSIDE SERVICES TO SUPPORT ACCOUNTING RELATED PROJECTS AND AMENDING THE CONTRACT AWARDING AUTHORITY LIST.

WHEREAS, the Finance Department has experienced extended vacancies resulting in the need for professional services to support the completion of various projects;

WHEREAS, the Finance Department has generated personnel savings to offset this expense;

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

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget and Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

APPROVED AND ADOPTED this ____ day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2021-45

Exhibit A

1. Appropriation - The allocation below represents a movement of budget authority in the amount of \$50,000 within the General Fund from full-time salary to professional and outside services to assist the Finance Department's Accounting Division with various projects. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/ Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	Finance	Services	E	1,549,900	50,000	1,599,900
General Fund	Finance	Personnel Services	E	3,453,100	(50,000)	3,403,100
Expense Total				5,003,000	-	5,003,000
Revenue Total				-	-	-

2. Contract Awarding Authority List – This action will create a new item on the Fiscal Year 2021 Contract Awarding Authority List. This amount was based on the need for professional and outside services within the Finance Department.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
21401	Finance Consulting Services	\$0	\$70,000	\$70,000



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 6, 2021
Submitting Department: Fire - Medical
Staff Recommendations: None

Contact Person: Scott Smith
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to acceptance of a grant from the State of Arizona Department of Health Services and the Arizona Pediatric Disaster Coalition through Coyote Crisis Collaborative and approval of an amendment of the Fiscal Year 2021 budget reallocating appropriations of \$8,600 within the Grants Fund; Resolution #2021-37.

Motion:

I move to approve Resolution #2020-37.

Background:

Coyote Crisis Collaborative, a non-profit corporation, was awarded COVID-19 funding from the State of Arizona Department of Health Services and from the Arizona Pediatric Disaster Coalition for the purpose of purchasing a finite number of pre-approved pediatric specific response equipment to be equitably distributed to Arizona licensed EMS providers across Arizona; the equipment is for responding to pediatric individuals who have been affected by a Mass Casualty Incident. Coyote Crisis Collaborative contacted Surprise Fire-Medical as an EMS provider to distribute funds to. Surprise Fire-Medical would like to accept the funds to purchase the equipment.

Objective Analysis:

Accepting the grant funding from Coyote Crisis Collaborative will help to add to the fire-medical department's emergency medical equipment for pediatric patients.

Policy Compliant:

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

Financial Impact:

This one-time grant award totaling \$8,600 will cover expenses related to the purchase of pediatric emergency medical equipment. There is no City-match requirement. If additional expenses are incurred, they will be absorbed by the current FY2021 Fire-Medical operating budget.

Budget Impact:

Acceptance of the grant will reallocate \$8,600 from contingency to project G34202 within the Grants

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

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. 21.02.24 Surprise Agreement with Coyote Crisis_signed
 2. Res 2021-37-Budget Amendment for ADHS Grant funds (1)
-



**Agreement for Funding to
Provide Pediatric Specific Emergency Response Services (EMS) Equipment**

This Agreement is entered into as of the 9th day of February 2021, by and between the City of Surprise (the “**Contractor**”), located at 16000 N Civic Center Plaza, Surprise, AZ 85374, and Coyote Crisis Collaborative (the “**Collaborative**”), a nonprofit corporation located at 10323 E. Sutton Drive, Scottsdale, Arizona, 85260.

A. The Collaborative was awarded COVID-19 funding from the State of Arizona Department of Health Services and from the Arizona Pediatric Disaster Coalition for the purpose of purchasing a finite number of pre-approved pediatric specific response equipment to be equitably distributed to Arizona licensed EMS providers across Arizona that want the equipment (the “**Purpose**”); the equipment is for responding to pediatric individuals within Arizona who have been affected by a Mass Casualty Incident. Eligible recipients include cache sites pre-approved by the Arizona Ambulance Association.

B. To effectuate the Purpose, the Collaborative determined that it shall distribute funds to purchase pre-approved pediatric specific equipment from Henry Schein to be used by Arizona EMS workers for patients in Arizona. The total number of kits available has been determined with the support of the Arizona Ambulance Association.

C. In consideration of the foregoing and the terms and conditions set forth below, the parties agree as follows:

1. **The Funds.** The Collaborative will send the Contractor the Agreement, the amount of funds to be distributed, and the number of kits to be purchased by the Contractor. Upon receipt of the Agreement and other information listed below, the Collaborative shall provide the Contractor with the funds to purchase the predetermined number of approved kits for Arizona licensed EMS to be used for pediatric patients in Arizona. To access the funds, the Contractor shall provide the Collaborative with the following:

- a. A signed Agreement;
- b. A Point of Contact (POC), including name, title, and email; and
- c. The Arizona address to where the equipment will be shipped by the vendor (for use in determining taxes and shipping costs).

2. **Use of Funds.** The Contractor shall expend the funds exclusively for the Purpose. The Contractor shall place the order with the approved vendor, Henry Schein, and send a copy of the receipt demonstrating purchase (not a Purchase Order) within thirty (30) days of receiving the funds from the Collaborative. If the Contractor requires an extension, the Contractor must contact

the Collaborative, offer a rationale acceptable to the Collaborative, and receive an approval for the extension. The Contractor agrees to repay any part of the funds not used for the Purpose.

Upon receipt of the approved purchase, the Contractor shall:

- a. Affix an external label to the equipment bag, herein referred to as the 'jump bag', designating the equipment expiration date, as determined by the manufacturer, and the total weight of the filled storage bag ('jump bag');
- b. Store the 'jump bags' near the vehicle/aircraft location(s) or on vehicle(s)/aircraft for ease of access;
- c. Identify the 1) location where the purchased equipment will be stored (preferably near schools) and 2) geographical distance between the vehicle/aircraft locations and the storage site;
- d. Rotate any purchased, unused equipment, prior to the manufacturer's expiration date with area hospitals, fire departments, licensed Emergency Medical Services companies, or others; and
- e. Transport the equipment to the scene of a Mass Casualty Incident involving pediatric patients.

Equipment may be used for sentinel events involving adults. Under these conditions, the Contractor is responsible for replacement of all used equipment, at the Contractor's expense.

1. **Point of Contact Changes**. During the term of this Agreement, the Contractor will notify the Collaborative, via email, of any changes to the Contractor's point of contact, address, or company name.
2. **Reporting**. The Contractor shall complete and submit to the Collaborative a usage survey within 5 (five) days of distribution of the survey sent by the Collaborative in June of 2021 to satisfy the State of Arizona's reporting requirements for the grant of funds to the Collaborative. All sections of the survey will be completed by the Contractor in the time allotted by the Collaborative.

However, at any time, the Contractor may submit usage reports to the Collaborative following utilization of the purchased equipment within the Agreement period.

3. **Records**. The Contractor shall retain (a) accurate accounting records, receipts, disbursements related to the expenditure of the funds, (b) maintenance check logs, and (c) equipment at the storage location identified within the Agreement for at least two (2) years after the end of this Agreement. The Collaborative may, at its expense and on reasonable notice to the Contractor, inspect, audit, or copy the Contractor's records pertaining to the use of Funds for the Purpose, maintenance check logs, and storage.
4. **Termination**. Either the Contractor or the Collaborative may terminate the Agreement, without cause, with thirty (30) days' advance written notice. If funds were received by the Contractor and the Contractor terminates the contract, the Contractor must notify the Collaborative and return equipment for redistribution as well as unused funds to the Collaborative. The Collaborative is not responsible for any costs associated with this return.

5. **Indemnification.**

- a. The Contractor will indemnify and hold the Collaborative, and its directors and officers harmless from and against any and all claims, actions, damages, penalties, expenses (including reasonable attorneys' fees and costs) and liabilities resulting from or arising out of: (a) the purchase of any equipment; and (b) third party claims related to the Contractor's performance under this Agreement or related to the Contractor's products or services.
 - b. The Collaborative will indemnify, defend and hold the Contractor, and its council members, managers, officers, boards, commissions, officials, employees, subcontractors, and agents harmless from and against any and all claims, actions, damages, penalties, expenses (including reasonable attorneys' fees and costs) and liabilities resulting from or arising out of: (a) the acts or omissions of the Collaborative and/or its directors, officers, agents, and employees, including without limitation, negligence or willful misconduct; (b) the Contractor entering into this Agreement; (c) the acts or omissions of the Contractor and/or its council members, managers, officers, boards, commissions, officials, employees, subcontractors, and agents acting pursuant to or in furtherance of this Agreement, including without limitation, negligence or willful misconduct and the requirement to use a particular vendor(s); and (d) expenditure or otherwise payment of any grants and/or other funds to the Contractor under this Agreement.
6. **Entire Agreement; Amendments.** This Agreement constitutes the entire Agreement between the parties, and both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement. The parties agree this Agreement shall not be amended or modified except in writing and signed by both parties.
7. **Notice.** Any notices required to be given shall be in writing and sent via electronic transmission at the e-mail address provided by a party as verified by written confirmation.
8. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona. In the event of a dispute, such dispute shall be first referred to nonbinding mediation with a mediator mutually agreeable to both parties. If the parties are unable to resolve the dispute through mediation, the county for any resolution shall be Maricopa County, Arizona. Further, the parties agree to comply with all applicable federal, state, and/or local laws, rules, regulations, ordinances, and resolutions, including without limitation, laws prohibiting discrimination.
9. **Conflicts of Interest.** This Agreement is subject to Arizona Revised Statutes § 38-511 and may be terminated in accordance therewith.
10. **Public Record.** This Agreement is subject to laws regarding open public records, including without limitation, Arizona public record laws under Arizona Revised Statutes, Title 39.

The parties have caused their duly authorized representatives to execute this Agreement to be effective as the date first written above.

Signed and Dated:

 3/17/2021

Tom Abbott, Fire Chief
City of Surprise Fire-Medical Department

Deborah Roepke, Executive Director
Coyote Crisis Collaborative

Company shipping address:
16000 N Civic Center Plaza
Surprise, AZ 85374

Company POC name, phone number and email:
Scott Smith, Battalion Chief
scott.smith@surpriseaz.gov
623-222-5053

RESOLUTION # 2021-37

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, ACCEPTING A GRANT IN THE AMOUNT OF \$8,600, AND AMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING \$8,600 FROM GRANTS CONTINGENCY TO SUPPLIES IN PROJECT G34202.

WHEREAS, the State of Arizona Department of Health Services and the Arizona Pediatric Disaster Coalition awarded COVID-19 funding to the Coyote Crisis Collaborative, a non-profit corporation, for the purpose of purchasing a finite number of pre-approved pediatric specific response equipment to be equitably distributed to Arizona licensed EMS providers across Arizona;

WHEREAS, the City desires to accept the grant funding from the State of Arizona Department of Health Services and the Arizona Pediatric Disaster Coalition through the Coyote Crisis Collaborative to better prepare the Surprise Fire-Medical Department with specialized equipment for responding to pediatric individuals who have been affected by a mass casualty incident;

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

APPROVED AND ADOPTED this _____ day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2021-37
Exhibit A

1. Appropriation - The exhibit below represents a movement of budget authority in the amount of \$8,600 from Grants Contingency to project G34202 within the Grants Fund to establish a budget to cover the projected expenditures for equipment. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Fire - Medical	#G34202 FY21 Coyote Crisis Collaborative	E	-	8,600	8,600
Grants/ Contingency	General Operations	Contingency	E	1,032,800	(8,600)	1,024,200
Grants	Fire - Medical	#G34202 FY21 Coyote Crisis Collaborative	R	-	8,600	8,600
Grants/ Contingency	General Operations	Other	R	15,596,700	(8,600)	15,588,100
Expense Total				1,032,800	-	1,032,800
Revenue Total				15,596,700	-	15,596,700



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 6, 2021

Contact Person: Geoffrey Leggett, Interim Chief of Police

Submitting Department: Police

District: Citywide

Staff Recommendations: None

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by moving budget authority of \$56,800 from General Contingency to AZ GOHS Project G31372 and authorizing acceptance of a grant award from the AZ Governor's Office of Highway Safety (GOHS) for overtime expenses, materials, supplies, and equipment; Resolution # 2021-40.

Motion:

I move to approve Resolution # 2021-40.

Background:

The City of Surprise Police Department applied for FFY2021 grant funding from the Arizona Governor's Office of Highway Safety (AZGOHS) and was awarded \$25,000 for personnel services (overtime) and employee related expenses (ERE) to support additional impaired driving patrols and saturation, with special emphasis on Prop 207 related violations; \$8,800 for the purchase of one drone with software and six Zebra Mobile Printers; and \$23,000 for Capital Outlay Equipment to include one Vericom Vehicle Performance Device and eight handheld Lidars (laser light measuring devices).

Objective Analysis:

This grant will produce many positive impacts. DUI driving will be prosecuted and discouraged by traffic task force operations and will support improved enforcement of impaired driving, speeding, and distracted driving. The grant also provides funding for equipment that will assist officers with collision investigations and scene reconstruction. The one negative to obtaining any grant funding is the employee time spent in overseeing the grant and making regular reports back to the grantor.

Policy Compliant:

This grant is consistent with the City's practice of using grant funding to supplement the enforcement of City traffic laws and to enhance highway safety enforcement efforts in the City of Surprise.

Financial Impact:

This one-time grant award will provide \$25,000 in overtime for DUI/Impaired driving, speeding and distracted driving enforcement throughout the City of Surprise; \$8,800 for the purchase of a drone with software and six mobile printers; and \$23,000 for the purchase of one vehicle performance device and eight handheld Lidars. There is no City match requirement for this grant.

Budget Impact:

The FY2021 adopted budget did not include appropriations for revenue and expenses related to this grant. Acceptance of the grant will require a movement of budget authority in the amount of \$56,800 from General Contingency to FY21 GOHS Prop 207 Funds to cover projected expenditures associated with focusing upon highway safety, reducing impaired driving, purchasing equipment for detecting, testing, and enforcing laws against impaired driving. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2021-40
 2. 2021-207-0050
-

RESOLUTION # 2021-40

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY ACCEPTING GRANT FUNDING AND AMENDING THE FISCAL YEAR 2021 BUDGET BY MOVING BUDGET AUTHORITY OF \$56,800 FROM GENERAL CONTINGENCY TO PROJECT G31372 FOR OVERTIME EXPENSES, MATERIALS, SUPPLIES, AND EQUIPMENT.

WHEREAS, the Arizona Governor's Office of Highway Safety (GOHS) annually awards grants to local agencies to focus upon highway safety, reducing impaired driving, purchasing equipment for detecting, testing, and enforcing laws against impaired driving.

WHEREAS, GOHS has awarded the City of Surprise up to \$25,000 for overtime expenses for the 207 Funds Program which focuses upon enforcing traffic safety laws to decrease automobile accidents, fatalities and injuries;

WHEREAS, GOHS has also awarded the City of Surprise \$8,800 for materials and supplies to include one drone with software, and six Zebra Mobile Printers;

WHEREAS, GOHS has also awarded the City of Surprise up to \$23,000 for Capital Outlay Equipment to include one Vericom Vehicle Performance Device and eight handheld Lidars;

WHEREAS, the City of Surprise Police Department desires to accept this award;

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

Section 2. The Intergovernmental Agreements between the City of Surprise and the Arizona Governor's Office of Highway Safety attached as *Exhibit B*, is approved.

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

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2021-40
Exhibit A

1. Appropriation - The allocation below represents a movement of budget authority in the amount of \$56,800 from General Contingency to FY21 GOHS Prop 207 Funds to cover the projected expenditures associated with focusing upon highway safety, reducing impaired driving, purchasing equipment for detecting, testing, and enforcing laws against impaired driving. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31372 FY21 GOHS Prop 207 Funds	E	-	56,800	56,800
Grants	Police	#G31372 FY21 GOHS Prop 207 Funds	R	-	56,800	56,800
Grants/Contingency	General Operations	Contingency	E	1,032,800	(56,800)	976,000
Grants/Contingency	General Operations	Other	R	34,218,400	(56,800)	34,161,600
Expense Total				1,032,800	-	1,032,800
Revenue Total				34,218,400	-	34,218,400

RESOLUTION # 2021-40

Exhibit B

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Geoffrey Leggett (Interim Chief)
Surprise Police Department
14250 W. Statler Plaza, Suite 103
Surprise, AZ 85374

PROJECT REFERENCE:

Contract Number: 2021-207-0050
Total Estimated Costs: \$56,800.00
Purpose of Project: Proposition 207 Funding
Personnel Services (Overtime) and Employee Related
Expenses, Materials and Supplies: 1 Drone & Software, 6
Zebra Mobile Printers and Capital Outlay Equipment: 1
Vericom Vehicle Performance Device, 8 Hand Held
Lidar's.

Dear Chief Leggett,

Attached is one copy of the referenced Proposition 207 Funding Contract for your review and signature. This is **not** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been **significant changes** throughout the contract;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 6);
4. As Agency Head, sign and date the signature page;
5. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona 85007.

Please **do not** incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

2-23-2021

Date

Enclosures



2021 CONTRACT 207 FUND

AGENCY SURPRISE POLICE DEPARTMENT		GOHS CONTRACT NUMBER 2021-207-050	
ADDRESS 14250 W. Statler Plaza #103, Surprise, Arizona 85374		PROGRAM AREA 207 FUND	
AGENCY CONTACT Severin Hall		PHONE 623-222-4134	
GOHS GRANT COORDINATOR Ellen Bourget		PHONE 602-255-3213	
PURPOSE OF PROJECT 207 Funds will Support Personnel Services (Overtime) and Employee Related Expenses (ERE) and Materials and Supplies: 1 Drone & Software, 6 Zebra Mobile Printers and Capital Outlay Equipment: 1 Vericom Vehicle Performance Device, 8 Hand Held Lidar's.			
BUDGET COST CATEGORY			Project Period CY 2021
1. Personnel Services			\$25,000.00
2. Employee Related Expenses (40%)			\$0.00
3. Professional and Outside Services			\$0.00
4. Travel In-State			\$0.00
5. Travel Out-of-State			\$0.00
6. Materials and Supplies			\$8,800.00
7. Capital Outlay			\$23,000.00
TOTAL ESTIMATED COSTS			\$56,800.00
CURRENT GRANT PERIOD	FROM: 01-01-2021		TO: 12-31-2021
TOTAL 207 FUNDS OBLIGATED THIS CY: \$56,800.00			
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.			

GOALS AND OBJECTIVES:

The Agency will make expenditures, to meet the outlined Program Goals/Objectives:

- (a) Reducing impaired driving, including conducting training programs and purchasing equipment for detecting testing and enforcing laws against driving, flying or boating while impaired.
- (b) Equipment, training and personnel costs for dedicated traffic enforcement.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –

Requirements for Professional and Outside Services:

A copy of all Contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be preapproved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, at a minimum, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case-by-case basis.

STATE CONTRACT:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS ENFORCEMENT REPORTING SYSTEM.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Calendar Year (December 31th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. *Note:* Failure to comply with the outlined GOHS reporting requirements may result in withholding of State funds or termination of the Contract.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested. Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records. RCIs shall be delivered via email or mail with appropriate supporting documentation to the Governor's Office of Highway Safety. Final RCIs will not be accepted fifteen (15) days after the conclusion of each Calendar Year (December 31st). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept financial responsibility.**

PROJECT MONITORING:

207 Fund grant project monitoring is used by the GOHS project coordinator to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations. The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide

assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the calendar year. If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and submit via regular mail to the Director of the Governor's Office of Highway Safety. The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and submit the request via regular mail. All requests for modification must bear the signature of the Agency Head. **Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be negotiated with the Director of the Governor's Office of Highway Safety.**

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

PRESS RELEASE: Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE, and

WHEREAS, AGENCY has submitted an application for Funds for 207 funds projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of GOHS in monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit a Final Report on the Contract to include all financial, performance, and other reports required as a condition of the grant to GOHS within thirty (30) days of the completion of the Contract.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Administrator, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".
- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which State funds have been claimed and reimbursement received, as may have been determined by a State audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of GOHS, or unless otherwise provided elsewhere in this Contract.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply. The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice,

AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated: In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract. The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Teresa Butterbredt
Title: Assistant Director
Telephone Number: (623) 222-1820 Fax Number: (623) 222-1801
E-mail Address: teresa.butterbredt@surpriseaz.gov

2. Agency's Fiscal Contact:

Name: Teresa Butterbredt
Title: Assistant Director, Finance
Telephone Number: (623) 222-1820 Fax Number: (623) 222-1801
E-mail Address: teresa.butterbredt@surpriseaz.gov
Federal Identification Number: 86-6007796

3. Reimbursement information:

Warrant/Check to be made payable to:
City of Surprise
Warrant/Check to be mailed to:
City of Surprise
(Agency)
16000 N. Civic Center Plaza
(Address)
Surprise, AZ 85374
(City, State, Zip Code)

Signature of Agency Head:

Geoffrey Leggett, (Interim) Chief of Police
Surprise Police Department

Signature of Secondary Official (If applicable)

(623) 222-4028
Date Telephone

Date Telephone

AUTHORITY

1. This Project is authorized by **A.R.S 36-2817** and regulations promulgated there under. The funds authorized for this Project have been appropriated and budgeted by the "Smart and Safe Arizona Act" The expenses are reimbursable under Proposition 207 passed into Arizona's Constitution November 30, 2020.

2. AGREEMENT AND AUTHORIZATION TO PROCEED

**By State Official responsible to Governor for the
Administration of the State Highway Safety Agency**

**Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative**

Approval Date



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 6, 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
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Agenda Wording:

Consideration and action declaring the City's intention to establish a lighting improvement district entitled, "City of Surprise, Arizona, SU-CottonNCactus193" for the purpose of purchasing facilities and energy for lighting the public streets and parks pursuant to A.R.S. § 48-616; Resolution # 2021-35.

Motion:

I move to approve Resolution # 2021-35.

Background:

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

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

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

Objective Analysis:

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

Policy Compliant:

Surprise Municipal Code requires that street lighting that serves a defined area be paid for through

revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:

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

Budget Impact:

Funding was not included as part of the FY2021 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2021, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2022, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 RES 2021-35 CottonNCactus 193 SLID-final
 2. 02 SLID Petition_Paradisi_FS20-449_approved
 3. 03 Street Light Plans Paradisi - Cactus RD
 4. 03 Street Light Plans Paradisi - Collector RD
 5. 03 Street Light Plans Paradisi - Cotton LN
 6. 03 Street Light Plans Parcel A
 7. 03 Street Light Plans Parcel B
 8. 03 Street Light Plans Parcel E
 9. 03 Street Light Plans Parcel F
 10. 04 Council Map_Paradisi_FS20-449_approved
-

RESOLUTION # 2021-35

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF EQUAL APPORTIONMENT OF TAXES BASED ON THE NUMBER AND CLASSIFICATION OF PROPERTIES WITHIN THE DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, *SU-COTTONNCACTUS193* LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

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

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

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

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

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

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, *SU-CottonNCactus193* LIGHTING IMPROVEMENT DISTRICT."

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

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

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of an equal apportionment of taxes based on the number and classification of properties within the District to be known and designated as "City of Surprise, Arizona *SU-CottonNCactus193* Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this __day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT "A"
SLID WEST BOUNDARY DESCRIPTION

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

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 24, BEING MARKED BY A BRASS CAP FLUSH, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 24, BEARS NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST, 2639.70 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, 1754.30 FEET;

THENCE DEPARTING SAID WEST LINE, SOUTH 89 DEGREES 57 MINUTES 45 SECONDS EAST, 1147.13 FEET;

THENCE NORTH 27 DEGREES 57 MINUTES 02 SECONDS WEST, 427.87 FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 28 SECONDS EAST, 506.96 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE SOUTH 89 DEGREES 55 MINUTES 32 SECONDS EAST, ALONG SAID NORTH LINE, 842.15 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 04 MINUTES 28 SECONDS WEST, 33.00 FEET TO THE BEGINNING OF THE ARIZONA DEPARTMENT OF TRANSPORTATION (A.D.O.T.) RIGHT-OF-WAY LINE, AS RECORDED IN DOC. 2009-0786048, M.C.R. AND RE-RECORDED IN DOC. 2013-0162010, M.C.R.;

THENCE SOUTH 75 DEGREES 20 MINUTES 32 SECONDS EAST, ALONG SAID A.D.O.T. RIGHT-OF-WAY LINE, 283.85 FEET TO A POINT ON THE A.D.O.T. RIGHT-OF-WAY LINE, AS RECORDED IN DOC. 2013-0473059, M.C.R.;

THENCE DEPARTING SAID A.D.O.T. RIGHT-OF-WAY LINE, NORTH 89 DEGREES 57 MINUTES 52 SECONDS EAST, ALONG SAID A.D.O.T. RIGHT-OF-WAY LINE, 226.65 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 01 DEGREE 01 MINUTES 07 SECONDS WEST, 134.05 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 04 DEGREES 47 MINUTES 39 SECONDS EAST, 1495.15 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 00 DEGREES 11 MINUTES 15 SECONDS EAST, 910.94 FEET TO SAID EAST-WEST MID-SECTION LINE;

THENCE CONTINUING SOUTH 00 DEGREES 11 MINUTES 15 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, 95.08 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 01 DEGREE 13 MINUTES 50 SECONDS WEST, 1000.55 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 06 DEGREES 08 MINUTES 33 SECONDS WEST, 172.00 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 89 DEGREES 57 MINUTES 24 SECONDS WEST, 1056.39 FEET;

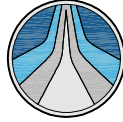
THENCE NORTH 00 DEGREES 11 MINUTES 58 SECONDS EAST, 402.64 FEET;

THENCE NORTH 89 DEGREES 57 MINUTES 26 SECONDS WEST, 1331.70 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24;

THENCE NORTH 00 DEGREES 14 MINUTES 00 SECONDS EAST, ALONG SAID WEST LINE, 864.20 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 7,855,391 SQUARE FEET OR 180.3350 ACRES, MORE OR LESS.





HUBBARD
ENGINEERING

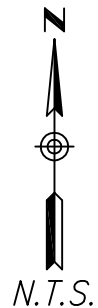
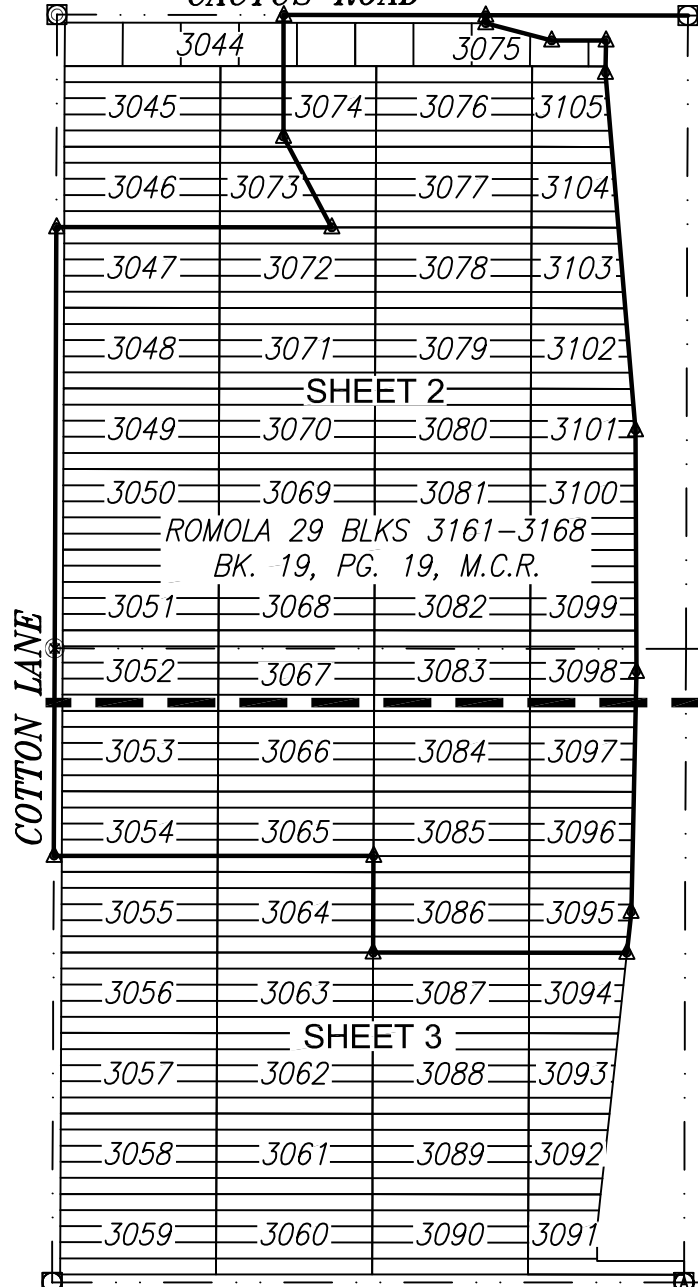
www.hubbardengineering.com

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

KEY MAP

NTS

CACTUS ROAD



SYCAMORE FARMS
SLID WEST BOUNDARY
EXHIBIT "B"

City of Surprise, Maricopa County, Arizona

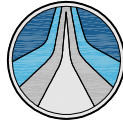
Project No.
19127

Date
07/15/20

Project Manager
ADRIAN BURCHAM

Project Eng.

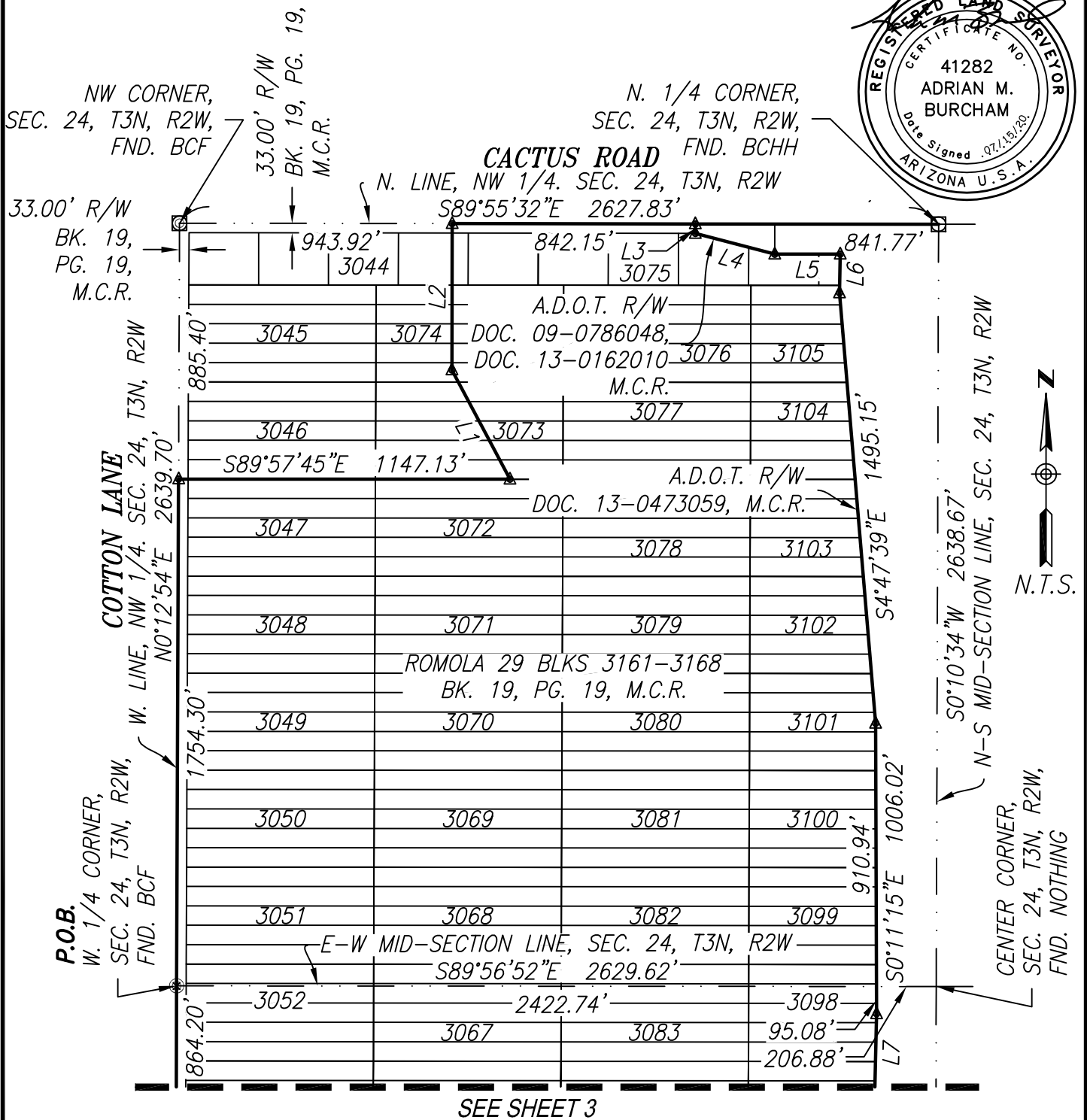
Sht: 1 of 4



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SYCAMORE FARMS
SLID WEST BOUNDARY
EXHIBIT "B"

City of Surprise, Maricopa County, Arizona

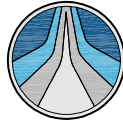
Project No.
19127

Date
07/15/20

Project Manager
ADRIAN BURCHAM

Project Eng.

Sht: 2 of 4



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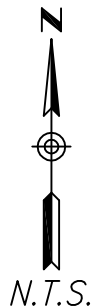
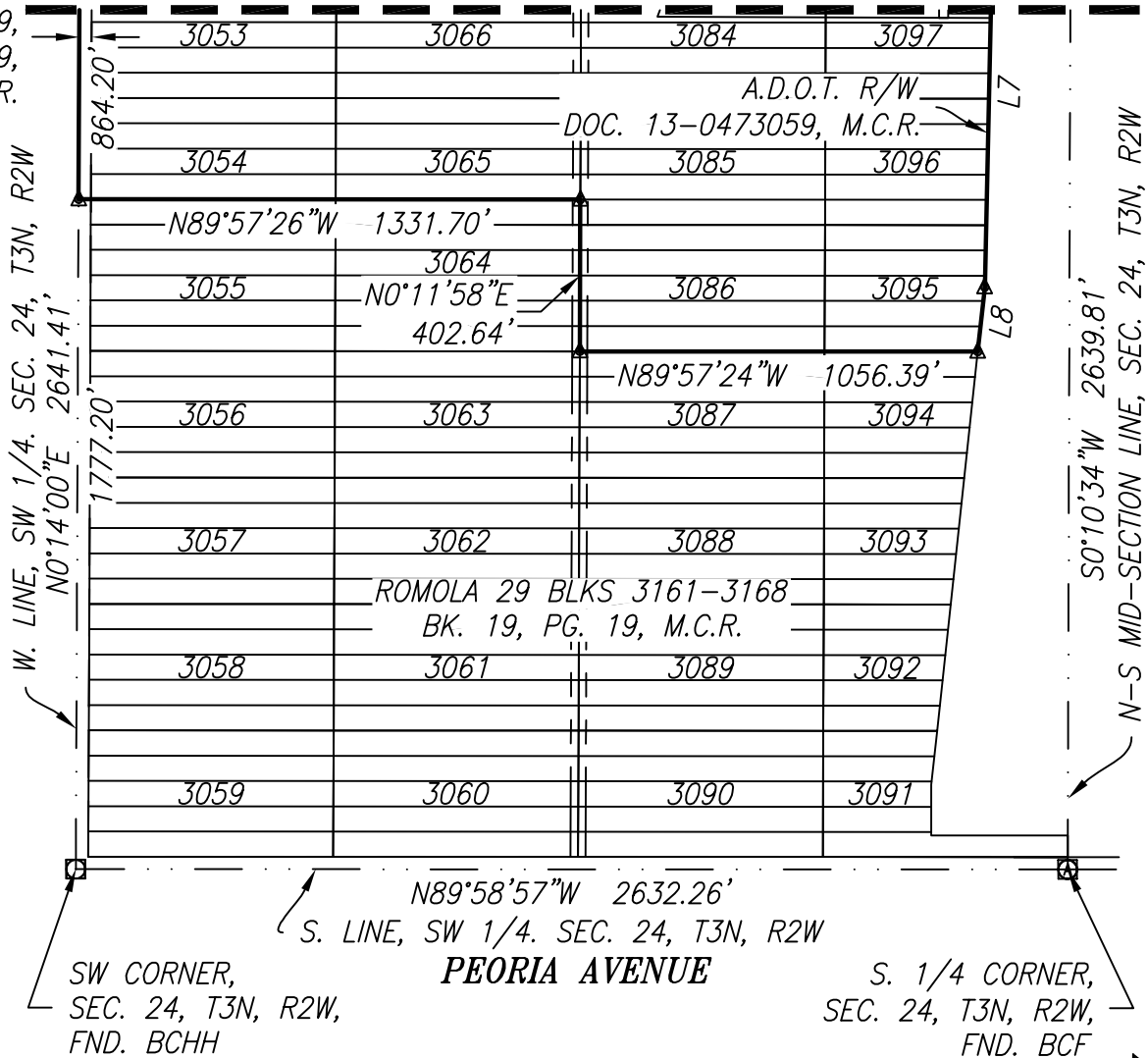
1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313

33.00' R/W

BK. 19,
PG. 19,
M.C.R.

SEE SHEET 2

COTTON LANE



SYCAMORE FARMS
SLID WEST BOUNDARY
EXHIBIT "B"

City of Surprise, Maricopa County, Arizona

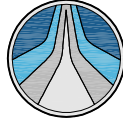
Project No.
19127

Date
07/15/20

Project Manager
ADRIAN BURCHAM

Project Eng.

Sht: 3 of 4



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Mesa, AZ 85210
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LINE TABLE		
LINE #	BEARING	LENGTH
L1	N27°57'02"W	427.87'
L2	N0°04'28"E	506.96'
L3	S0°04'28"W	33.00'
L4	S75°20'32"E	283.85'
L5	N89°57'52"E	226.65'
L6	S1°01'07"W	134.05'
L7	S1°13'50"W	1000.55'
L8	S6°08'33"W	172.00'



SYCAMORE FARMS
SLID WEST BOUNDARY
EXHIBIT "B"

City of Surprise, Maricopa County, Arizona

Project No.
19127

Date
07/15/20

Project Manager
ADRIAN BURCHAM

Project Eng.

Sht: 5 of 4

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

Expenses of the District (PICK ONE)

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

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

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

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

SU-COTTONNCACTUS193

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Taylor-Morrison (Rep: Angela Carmitchel)	SWC of Cactus Rd & AZ-303L	Reference Master Plat	<i>Angela Carmitchel</i>



LEGEND

- SITE BOUNDARY
- SECTION LINE
- PROPOSED BOUNDARY

COTTON LANE

CACTUS ROAD

AZ LOOP 303

AZ LOOP 303

MOORE RANCHES INC

TAYLOR TRUST FARMS LLC

BEN GARCIA

MIEDEMA PRODUCE INC.

SUBURBAN LAND RESERVE INC

TOLL PRASADA LLC

TOLL PRASADA LLC

MOORE RANCHES INC 501-10-001A

MOORE RANCHES INC 501-10-018D

MOORE RANCHES INC 501-10-018C

MOORE RANCHES INC 501-10-017

MOORE RANCHES INC 501-10-019

MOORE RANCHES INC 501-10-034A

MOORE RANCHES INC 501-10-016

MOORE RANCHES INC 501-10-020

MOORE RANCHES INC 501-10-033A

MOORE RANCHES INC 501-10-004

MOORE RANCHES INC 501-10-015B

MOORE RANCHES INC 501-10-015C

MOORE RANCHES INC 501-10-015D

MOORE RANCHES INC 501-10-021

MOORE RANCHES INC 501-10-032A

MOORE RANCHES INC 501-10-006

MOORE RANCHES INC 501-10-013

MOORE RANCHES INC 501-10-023

MOORE RANCHES INC 501-10-030A

MOORE RANCHES INC 501-10-005

MOORE RANCHES INC 501-10-014

MOORE RANCHES INC 501-10-022

MOORE RANCHES INC 501-10-031A

MOORE RANCHES INC 501-10-007

MOORE RANCHES INC 501-10-012

MOORE RANCHES INC 501-10-024

MOORE RANCHES INC 501-10-029A

MOORE RANCHES INC 501-10-008

MOORE RANCHES INC 501-10-011

MOORE RANCHES INC 501-10-025

MOORE RANCHES INC 501-10-028A

MOORE RANCHES INC 501-10-009

MOORE RANCHES INC 501-10-010

MOORE RANCHES INC 501-10-026

MOORE RANCHES INC 501-10-027B

TAYLOR TRUST FARMS LLC 501-08-001

TAYLOR TRUST FARMS LLC 501-08-016

TAYLOR TRUST FARMS LLC 501-08-017

TAYLOR TRUST FARMS LLC 501-08-032A

TAYLOR TRUST FARMS LLC 501-08-002

TAYLOR TRUST FARMS LLC 501-08-015

TAYLOR TRUST FARMS LLC 501-08-018

TAYLOR TRUST FARMS LLC 501-08-031A

TAYLOR TRUST FARMS LLC 501-08-003B

TAYLOR TRUST FARMS LLC 501-08-014B

TAYLOR TRUST FARMS LLC 501-08-019

TAYLOR TRUST FARMS LLC 501-08-030A

TAYLOR TRUST FARMS LLC 501-08-020

TAYLOR TRUST FARMS LLC 501-08-029A

BEN GARCIA 501-08-022

BEN GARCIA 501-08-027A

MIEDEMA PRODUCE INC. 501-08-011A

PROPOSED BOUNDARY



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

AVAILABILITY

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

DESCRIPTION

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

TIME PERIODS

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

CHARGES

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

I. FIXTURES (Includes Mounting Arm, if Applicable)

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



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

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



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

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



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

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

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



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

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

NOTES:

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



RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

II. POLES

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



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

II POLES (cont)

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

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

III. ANCHOR BASE

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



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

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

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

V. DETERMINATION OF CHARGES FOR NEW EQUIPMENT

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

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



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

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

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

TRIP CHARGE

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

ADJUSTMENTS

The bill will include the following adjustments:

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

SERVICE DETAILS

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



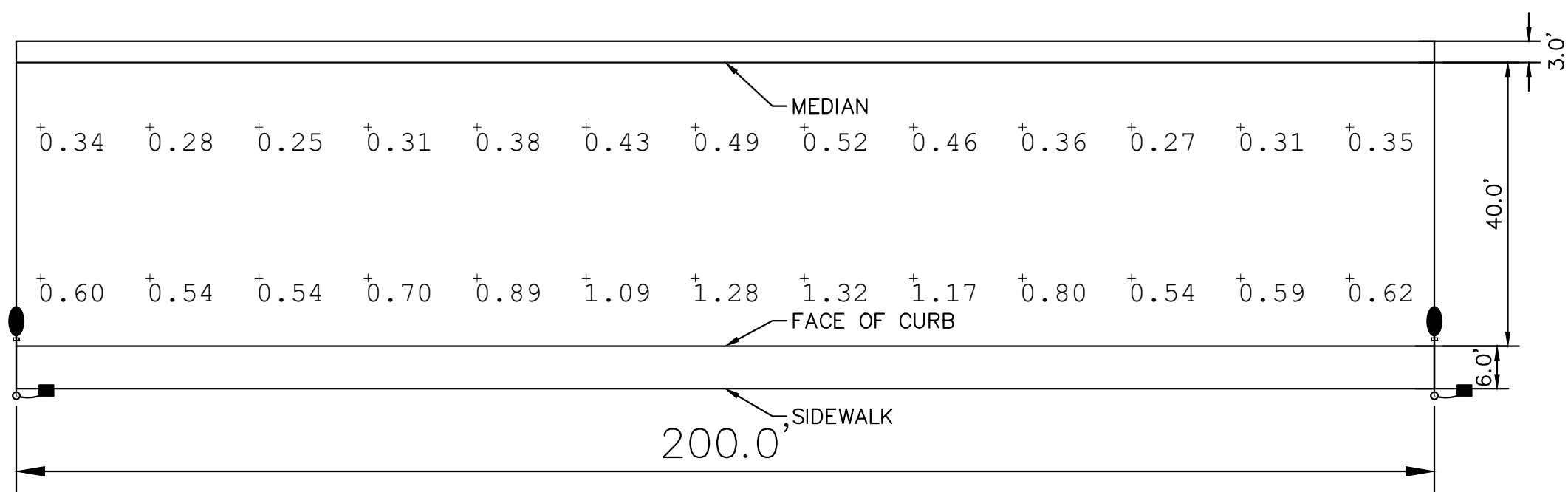
**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

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

\\kimley-horn.com\mnt_lev\civ\191069042 - sycamore farms\CA00\Infrastructure Plans\Improvement Plans\69042-SL-CACTUS.dwg Sep 25, 2020 Danielle.Mora
XREFS: x690421P - x690421S x69042BM - OFF - x690421B - OFF - x69042BM - PA - x69042BM - PB - x69042BM - PC - x69042BM - PD - x69042BM - PE - x69042BM - PF - x69042BM - PH - x69042BM - PI - x69042MP
OF AND W/PROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WHOLLY THE LIABILITY OF KIMLEY-HORN AND ASSOCIATES, INC.

DESIGN CRITERIA	
ARTERIAL	
LUMINANCE (cd/m ²)	
AVERAGE = 0.6	AVG/MIN = 3.5
PER IESNA RP 8-18 SECTION 11.7.2 TABLE 11-1 LOW PEDESTRAIN ACTIVITY.	

CALCULATION SUMMARY	
ARTERIAL	
LUMINANCE (cd/m ²)	
AVERAGE = 0.6	AVG/MIN = 2.4



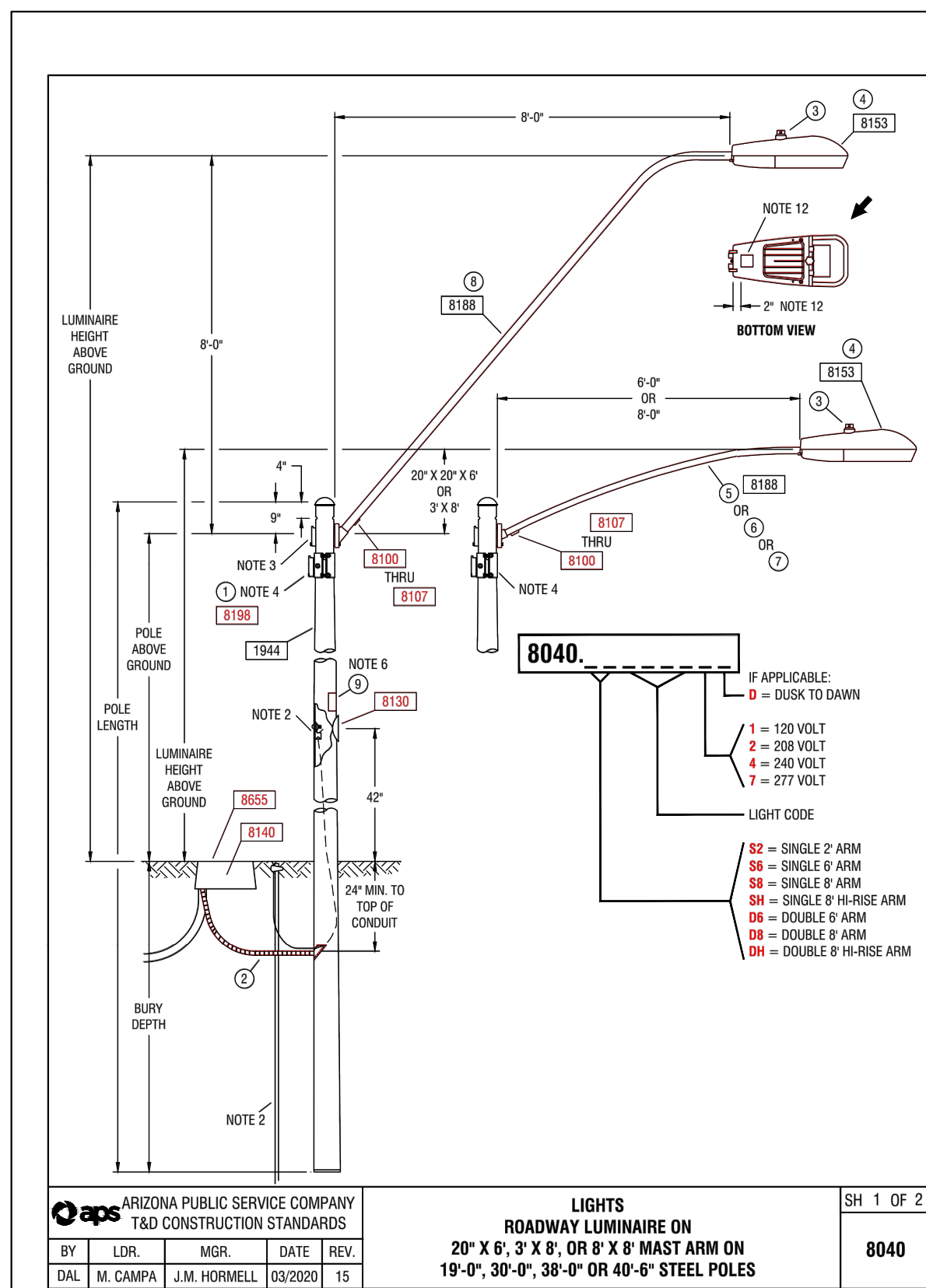
ARTERIAL STREET LIGHTING MAXIMUM SPACING BASED ON WORST CASE LUMINANCE PHOTOMETRIC CALCULATIONS.

LIGHT TYPE FOR THE ARTERIAL STREETS.
GE ERLH-11-E3-30 11000 LUMEN 98 W AT 39'-3" MOUNTING HEIGHT.

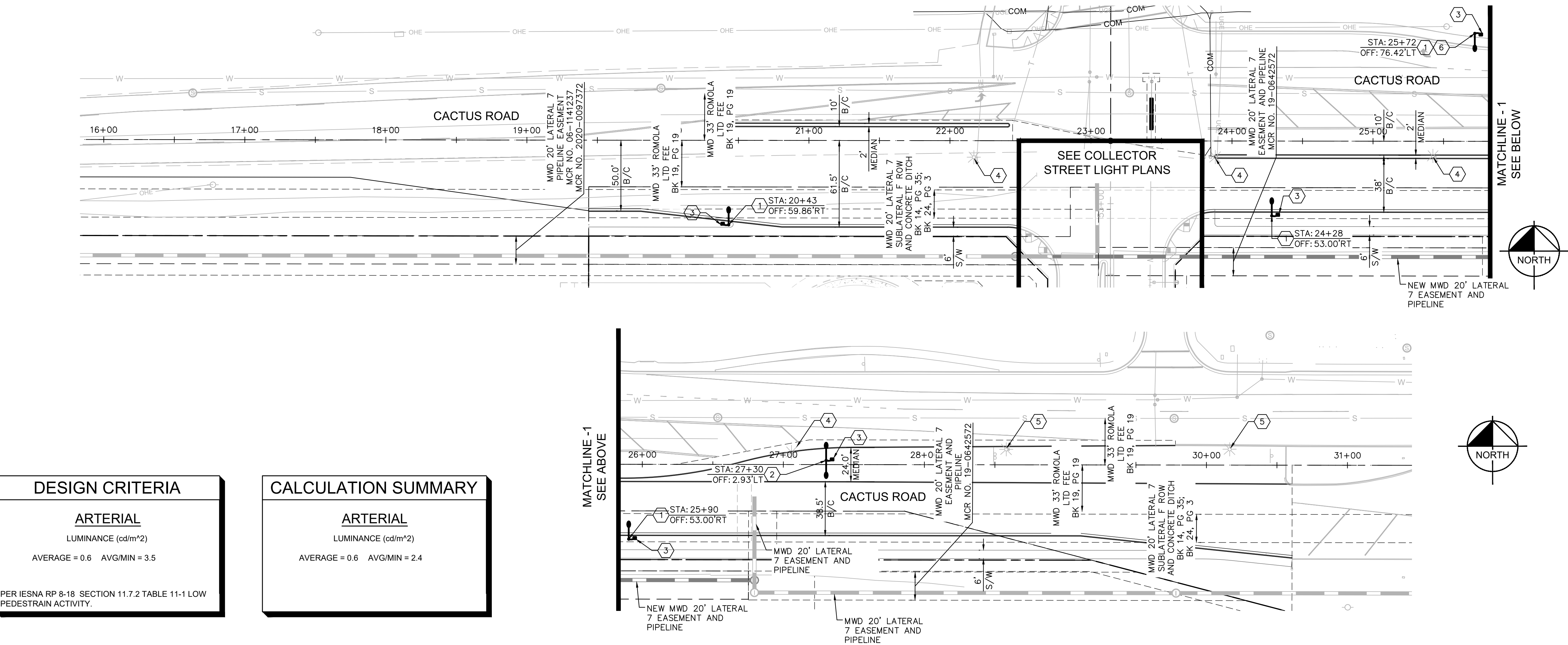
NOTES:

CACTUS ROAD AND 168TH LANE INTERSECTION CALCULATIONS OMITTED. FUTURE PHASES TO INCLUDE SIGNALIZATION OF INTERSECTION WHICH SHALL INCLUDE LIGHTING (BY OTHERS).

1 **ARTERIAL STREET PHOTOMETRIC LIGHTING LAYOUT**
02 SCALE:N.T.S.



2 **APS STANDARD DETAIL 8040**
02 SCALE:N.T.S.

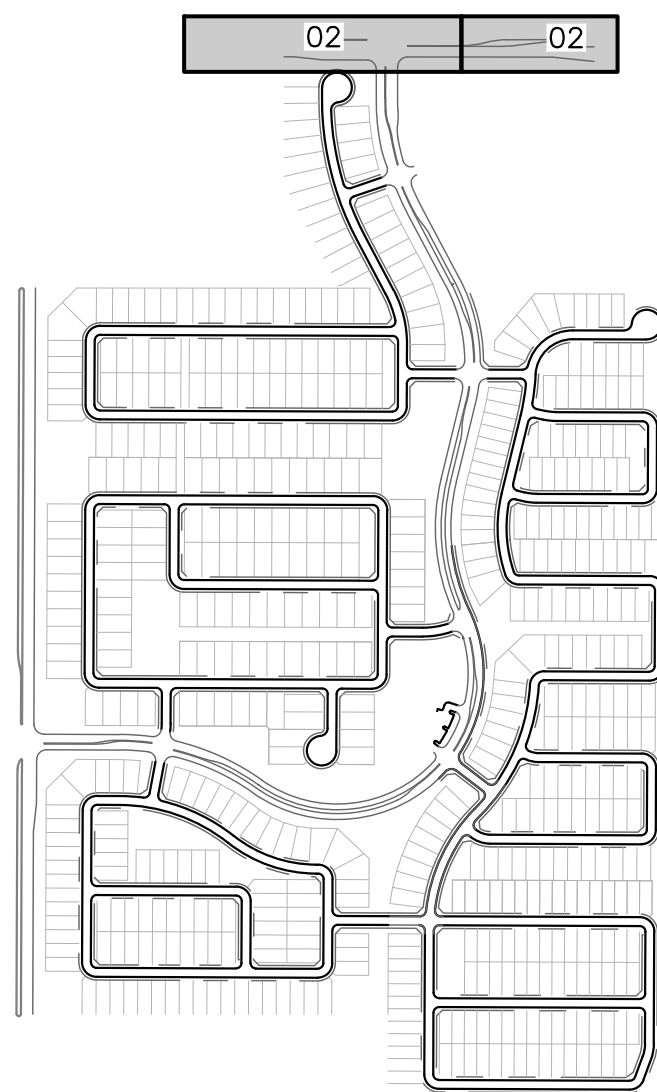


STREET LIGHT NOTES

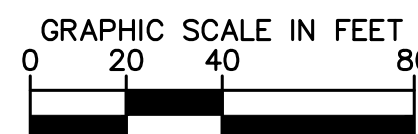
- FURNISH AND INSTALL 98W LED (11,000 LUMEN) GRAY LUMINAIRE (APS DET. 8153, CL53), PHOTO CELL (APS DET. 8170), 38"-6" ROUND STEEL DIRECT BURY POLE (APS DET. 1944.38), AND 8' X 8' MAST ARM (APS DET. 8188.968). INSTALL (2) #14 AWG THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
- FURNISH AND INSTALL (2) BACK TO BACK 98W LED (11,000 LUMEN) GRAY LUMINAIRES (APS DET. 8153, CL53), PHOTO CELL (APS DET. 8170), 38"-6" ROUND STEEL DIRECT BURY POLE (APS DET. 1944.38), AND DUAL 8' X 8' MAST ARMS (APS DET. 8188.968). INSTALL (2) #14 AWG THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
- FURNISH AND INSTALL APS PULL BOX PER APS DETAIL (8655) ADJACENT TO POLE. FURNISH AND INSTALL 1" LIQUIDTIGHT FLEXIBLE CONDUIT WITH (2) #14 AWG THHN/THWN AND (1) #14 BARE BOND CU GROUND FROM PULL BOX TO FUSE HOLDER IN POLE PER APS DETAILS AND SPECIFICATIONS.
- REMOVE AND SALVAGE EXISTING POLE, FIXTURES, PULL BOX, CONDUCTORS, AND ASSOCIATED APPURTENANCE. ABANDON CONDUIT IN PLACE. RESTORE GRADE AND COMPACT SOIL TO MAG STANDARDS.
- EXISTING STREET LIGHT POLE TO REMAIN. PROTECT IN PLACE.
- PROVIDE MODIFIED POLE HEIGHT TO ACHIEVE LUMINAIRE MOUNTING HEIGHT OF 30 FEET.

LEGEND

- 98W (11,000 LUMEN) LED STREET LIGHT
- 98W (11,000 LUMEN) DUAL LED STREET LIGHT
- APS PULL BOX
- NEW UNDERGROUND CONDUIT



KEY MAP
N.T.S.



PARADISI - OFF SITE INFRASTRUCTURE
**STREET LIGHT PLAN
& PHOTOMETRICS**
SURPRISE, ARIZONA

Kimley»Horn

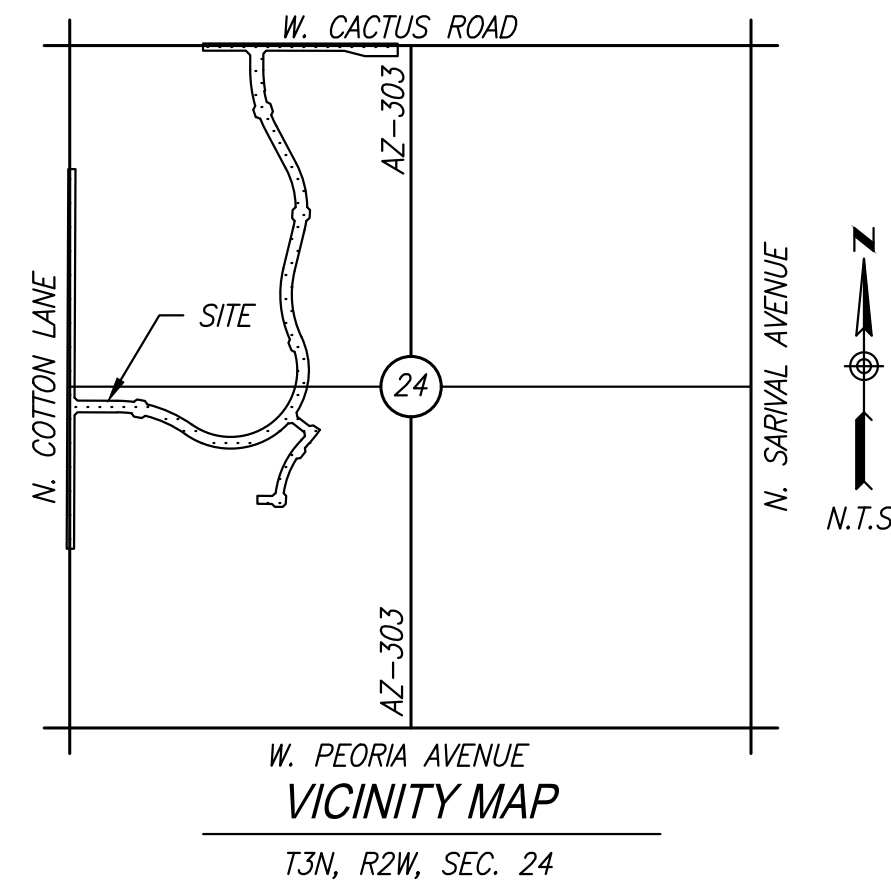
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DESIGNED GAF	DRAWN DGM	CHECKED MAC
SCALE (H): 1" = 40' SCALE (V): NONE		
DATE: SEP 2020		
PROJECT NO. 191069042		
DWG. NAME 69042-SL-CACTUS.dwg		
SHEET NO. 02		



A PORTION OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST
SURPRISE, ARIZONA



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CONTACT: JASON BURM, PE

THE PROJECT CONSISTS OF 711 LOT SINGLE FAMILY SUBDIVISION. THE WEST 177.71 ACRES & EAST 47.36 ACRES IS PROPOSED TO BE ZONED PAD. THIS IS AN IN-FILL PROJECT WITH EXISTING DEVELOPMENT TO THE WEST AND NORTH AND SITES ADJACENT TO THE EXISTING CANYON ARROYO AND TO THE NORTH AND SOUTH OF THE SITE IN ADDITION TO DEVELOPED SUBDIVISIONS. THE PROPOSED LOTS VARY IN WIDTH PER THE MODIFIED CASE ZONING STIPULATIONS. INTERNAL LOCAL STREETS AND UTILITY LINES WILL BE LOCATED WITHIN DEDICATED PUBLIC RIGHTS-OF-WAY. OPEN SPACE, PLAY AREAS, AND TRAILS AND AMENITIES ARE ANTICIPATED TO THE BENEFIT OF THE HOA IN VARIOUS LOCATIONS THROUGHOUT THE SITE.

1. ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE OR MINIMUM 2.5' FROM BACK OF CURB TO FACE OF POLE.
2. THE ELECTRICAL/ MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

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

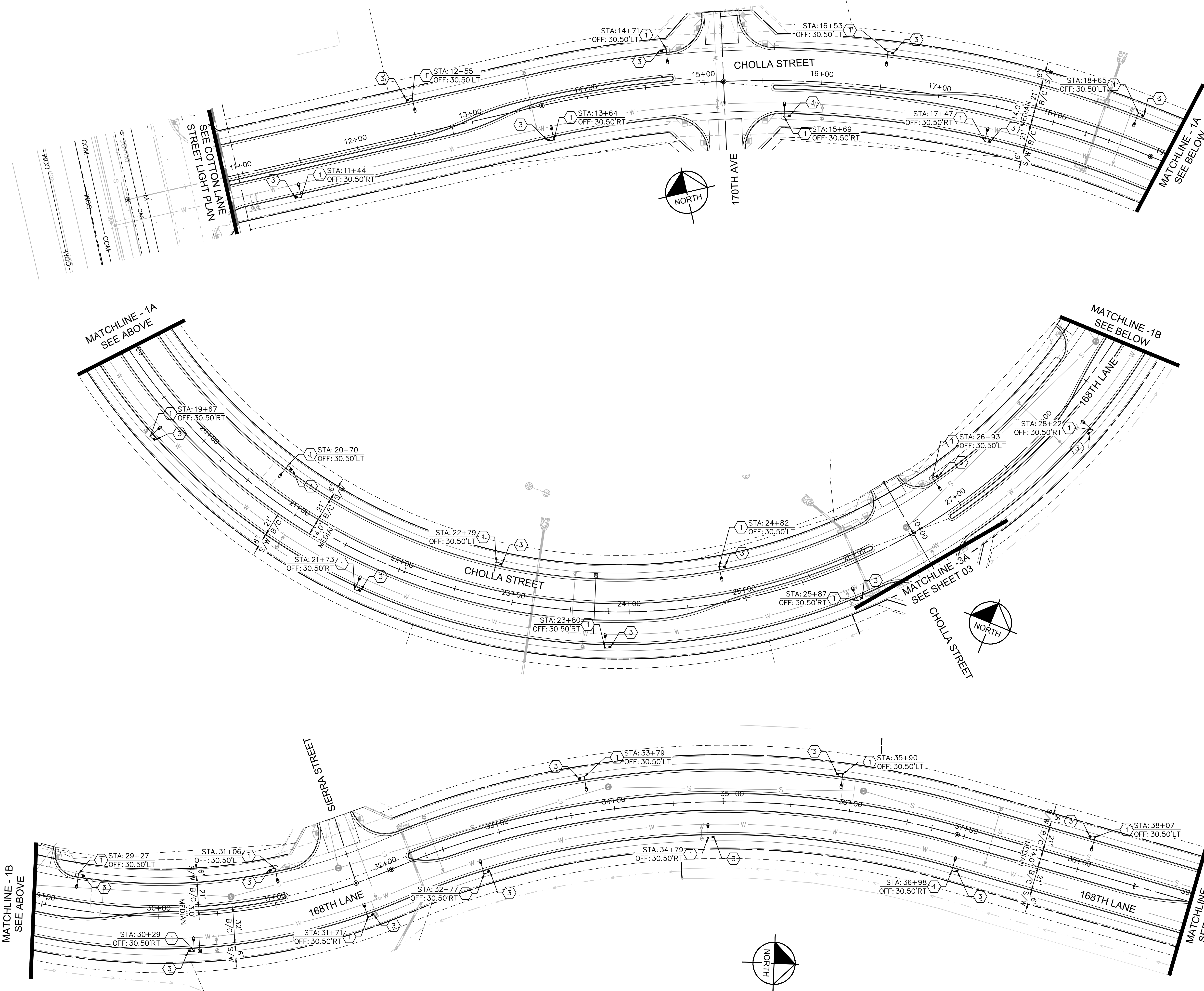
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CITY OF SURPRISE ENGINEER _____ DATE _____

STREET LIGHTING (APS AREA)															
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE						APS STANDARD CODE	
					HEIGHT	FOUNDATION		SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE		TYPE
①		COLLECTOR	PER PLANS	41	38'-0"	DIRECT BURY	4'-0"	31'-6"	7,810	69 W	TYPE E3	*	LED	DKBZ LED	8030.D4
②		LOCAL	PER PLANS	4	30'-6"	DIRECT BURY	2'-0"	25'-0"	4,800	43 W	TYPE E3	*	LED	DKBZ LED	8030.S2

*AS UTILITY REQUIRES

PARADISI - OFF SITE INFRASTRUCTURE STREET LIGHT COVER SHEET			
SURPRISE, ARIZONA			
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	DESIGNED GAF	DRAWN DGM	CHECKED MAC
	SCALE (H): NONE		
	SCALE (V): NONE		
	DATE: SEP 2020		SHEET NO. 01
	PROJECT NO. 191069042		
DWG. NAME 069042-SL-OFF-CV.dwg		04 sheets	

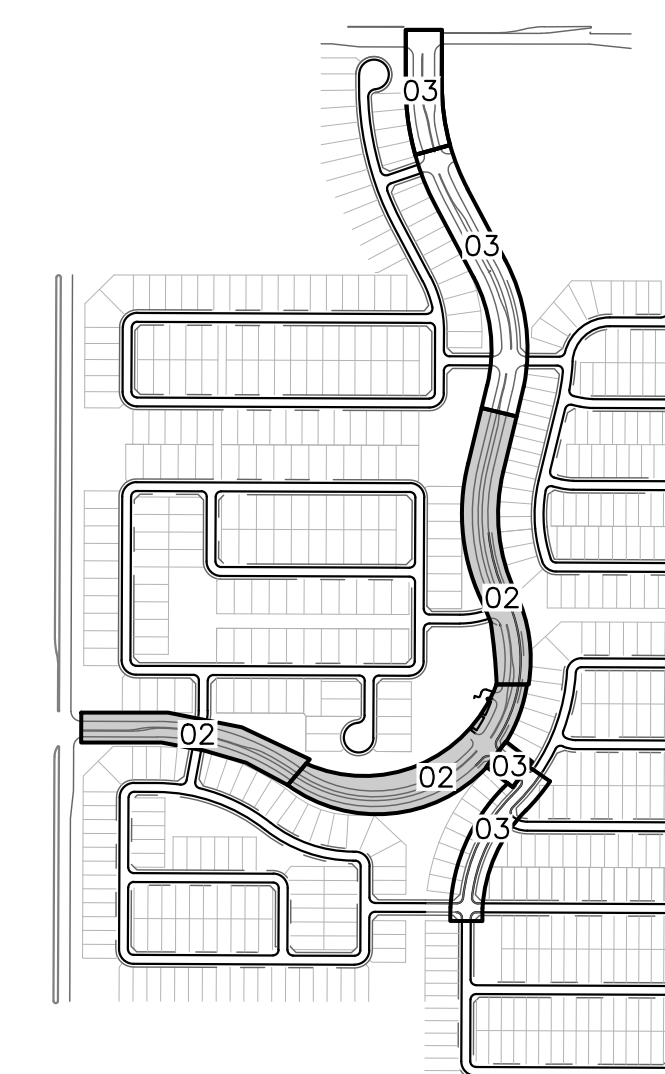


STREET LIGHT NOTES

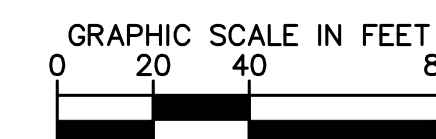
- ① FURNISH AND INSTALL 69W LED (7,810 LUMEN) DARK BRONZE LUMINAIRES (APS DET. 8153, RL42), PHOTO CELL (APS DET. 8170), 38" SQUARE BROWN STEEL DIRECT BURY POLE (APS DET. 1940.38), AND 4" 2' MAST ARMS (APS DET. 8181.D). INSTALL (2) #14 AWG THHN/THWN FROM LUMINAIRES TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
- ② FURNISH AND INSTALL 43W LED (4,800 LUMEN) DARK BRONZE LUMINAIRE (APS DET. 8153, RL41), PHOTO CELL (APS DET. 8170), 30"-6" SQUARE BROWN STEEL DIRECT BURY POLE (APS DET. 1940.30), AND 2" MAST ARM (APS DET. 8180.S). INSTALL (2) #14 AWG THHN/THWN FROM LUMINAIRES TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
- ③ FURNISH AND INSTALL APS PULL BOX PER APS DETAIL (8655) ADJACENT TO POLE. FURNISH AND INSTALL 1" LIQUIDTIGHT FLEXIBLE CONDUIT WITH (2) #14 AWG THHN/THWN AND (1) #14 BARE BOND CU GROUND FROM PULL BOX TO FUSE HOLDER IN POLE PER APS DETAILS AND SPECIFICATIONS.

LEGEND

-  69W (7,810 LUMEN) LED STREET LIGHT
 43W (4,800 LUMEN) LED STREET LIGHT
 APS PULL BOX
 NEW UNDERGROUND CONDUIT



KEY MAP
N.T.S.



PARADISI - OFF SITE INFRASTRUCTURE STREET LIGHT PLAN

SURPRISE, ARIZONA

Kimley»Horn

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SCALE (H): 1"=40'		
SCALE (V): NONE		
DATE: SEP 2020		SHEET NO. 02
PROJECT NO. 191069042		
DWG. NAME 69042-SL-COLLECTOR.dwg		
		04

Contact Arizona 811 at least two full working days before you begin excavation.

ARIZONA811

Call 811 or click Arizona811.com

[illegible]

A PORTION OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST
SURPRISE, ARIZONA

1. THE CONTRACTOR SHALL COMPLY WITH STATE AND COUNTY STATUTES ALONG WITH THE MANUFACTURER'S RECOMMENDATIONS. MATERIAL AND EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE CURRENT STANDARDS AND RECOMMENDATIONS OF THE NATIONAL ELECTRICAL CODE, THE NATIONAL ELECTRICAL SAFETY CODE, AND WITH LOCAL CODES WHICH APPLY. WHERE DISCREPANCIES ARISE BETWEEN CODES, THE MOST RESTRICTIVE REGULATION SHALL APPLY.

2. PRIOR TO SUBMITTING A PROPOSAL, THE BIDDER SHALL EXAMINE ALL GENERAL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH HE WILL OPERATE. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN CONNECTION WITH OR ON BEHALF OF THE CONTRACTOR FOR ANY ERRORS OR NEGLIGENCE ON HIS PART.
3. PRIOR TO BEGINNING ANY WORK, SECURE NECESSARY PERMITS OR CLEARANCES FROM THE AUTHORITIES HAVING JURISDICTION. PROVIDE ALL LABOR AND MATERIALS FOR A COMPLETE INSTALLATION. WORK SHALL BE EXECUTED BY EXPERIENCED ELECTRICIANS WHO ARE LICENSED IN THE JURISDICTION WHERE THE PROJECT IS LOCATED.
4. PRIOR TO ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHALL VERIFY DIMENSIONS AT THE SITE AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE RESIDENT ENGINEER OR PROJECT MANAGER. THE CONTRACTOR SHALL NOT PROCEED WITH ANY WORK UNTIL THE RESIDENT ENGINEER OR PROJECT MANAGER MAKES A DECISION. NO EXTRA CHARGES OR COMPENSATION WILL BE ALLOWED FOR THE DIFFERENCES IN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE DRAWINGS.
5. THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH ALL LICENSING REQUIREMENTS SET FORTH BY THE STATE REGISTRAR OF CONTRACTORS' OFFICE TO PERFORM WORK RELATING TO STREET LIGHT INSTALLATION IN MARICOPA COUNTY.

6. THE CONTRACTOR SHALL PROVIDE A UTILITY LOCATOR AND VERIFY THE ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES IN PLACE UNLESS NOTED OR SPECIFIED OTHERWISE. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.

7. CONTRACTOR SHALL SUBMIT FOUR (4) COPIES OF MANUFACTURER'S CERTIFIED SHOP DRAWINGS FOR EQUIPMENT TO THE RESIDENT ENGINEER OR PROJECT MANAGER FOR REVIEW PRIOR TO ORDERING EQUIPMENT OR STARTING WORK.

8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITION.

9. CONTRACTOR SHALL STAKE ALL PROPOSED STREET LIGHT LOCATIONS AND OBTAIN APPROVAL FROM THE RESIDENT ENGINEER OR PROJECT MANAGER PRIOR TO ANY INSTALLATION ACTIVITIES.

10. HOLES, CAVITIES, TRENCHES, AND DEPRESSIONS RESULTING FROM THE REMOVAL OF STRUCTURES OR OBSTRUCTIONS, EXCEPT IN AREAS TO BE EXCAVATED, SHALL BE BACKFILLED WITH SUITABLE MATERIAL WHICH SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 95% OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM D698, D-2922 AND D-3017. SURPLUS EXCAVATION MATERIALS SHALL BE LEGALLY DISPOSED OF BY THE CONTRACTOR.

11. ELECTRICAL SYSTEMS SHALL BE GROUNDED AND BONDED PER ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE. PROVIDE GROUND WIRE FOR EACH PIECE OF EQUIPMENT AND FOR EACH BRANCH CIRCUIT.

14. EACH STREET LIGHT POLE SHALL HAVE A 8' X 5/8" COPPER CLAD GROUND ROD DRIVEN BENEATH NEAREST PULL BOX. A #6 BARE COPPER LEAD FROM THE GROUND ROD IN PULL BOX TO LANDING LUG IN LIGHT POLE HAND HOLE IS REQUIRED.

15. FOR MATERIAL INSTALLED AND/OR WORK PREFORMED PRIOR TO APPROVAL, THE CONTRACTOR SHALL BE LIABLE FOR ITS REMOVAL AND REPLACEMENT AT NO ADDITIONAL COST IF IN THE OPINION OF THE RESIDENT ENGINEER OR PROJECT MANAGER, THE MATERIAL OR EQUIPMENT DOES NOT MEET THE INTENT OF THE PLANS AND/OR SPECIFICATIONS.

16. INSTALLATION OF EQUIPMENT, COMPONENTS, AND WIRING FOR ELECTRICAL SYSTEMS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE EQUIPMENT MANUFACTURER.

17. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY, STORAGE, AND HANDLING OF ALL MATERIALS AND EQUIPMENT PRIOR TO FINAL ACCEPTANCE. ANY DAMAGED MATERIAL OR EQUIPMENT SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

18. ALL EQUIPMENT SHALL BE "UL" LISTED. LABEL OR LISTING OF UNDERWRITER'S LABORATORIES, INC. WILL BE ACCEPTED AS EVIDENCE THAT MATERIALS OR EQUIPMENT CONFORM TO APPLICABLE STANDARDS OF THAT AGENCY.

19. PRIOR TO ACCEPTANCE, THE CONTRACTOR SHALL ENERGIZE AND OPERATE THE ENTIRE LIGHTING SYSTEM, FROM SUNSET TO SUNRISE FOR TWO (2) CONSECUTIVE DAYS WITHOUT INTERRUPTION OR FAILURE. IF ANY EQUIPMENT OR MATERIAL SHOULD FAIL, IT SHALL BE REPLACED IMMEDIATELY AND RETESTED.

20. THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF FINAL ACCEPTANCE, AGAINST DEFECTS IN WORKMANSHIP, FAILURE MALFUNCTION OF MATERIALS AND/OR EQUIPMENT. THIS GUARANTEE IS TO BE IN WRITING TO THE RESIDENT ENGINEER OR PROJECT MANAGER AT THE TIME OF ISSUING FINAL ACCEPTANCE. WORK FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE OWNER.

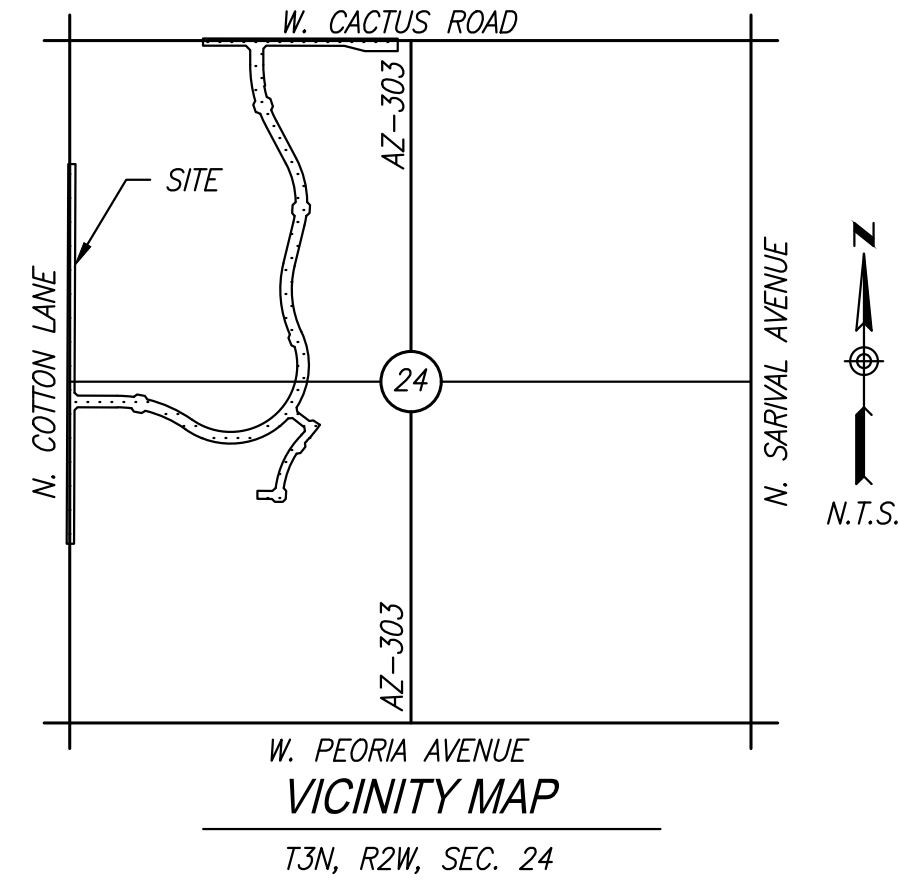
21. "RECORD DRAWING REQUIREMENTS SHALL CONSIST OF RECORDING, BY THE CONTRACTOR, ANY CHANGE OR DEVIATION ON A SET OF APPROVED PLANS. PLANS SHALL BE FURNISHED TO THE INSPECTOR AT THE COMPLETION OF THE PROJECT. CONTRACTOR SHALL COORDINATE INSPECTION WITH RESIDENT ENGINEER OR PROJECT MANAGER. FINAL PAYMENT SHALL NOT BE MADE UNTIL THE AS-BUILT PRINTS ARE ACCEPTED BY THE RESIDENT ENGINEER OR PROJECT MANAGER."

22. STREET LIGHTS ARE REQUIRED IN THE PUBLIC RIGHT-OF-WAY. STREET LIGHT LAYOUT PLANS MUST BE PREPARED BY A PROFESSIONAL ELECTRICAL ENGINEER REGISTERED IN THE STATE OF ARIZONA. STREET LIGHT PLANS SHALL BE PREPARED IN ACCORDANCE WITH THE ANSI/IES ROADWAY LIGHTING MANUAL, THE CITY OF SURPRISE STREET LIGHTING CHECKLIST (SEE CHAPTER 9), AND ARIZONA PUBLIC SERVICE COMPANY (APS) ALLOWED STREET LIGHTS MUST BE INSTALLED BY A QUALIFIED CONTRACTOR AND WIRED BY APS/SRP AUTHORIZED PERSONNEL. UPON APPROVAL, THE OWNER/DEVELOPER IS RESPONSIBLE TO FORWARD THE STREET LIGHT PLANS TO APS FOR DESIGN, PERMITS, AND INSTALLATION.

23. QUICK DISCONNECT TYPE FUSE HOLDERS SHALL BE EQUAL TO OR BETTER THAN BUSSMAN BK/HEB-AA 30 AMP 600 VOLT THAT WILL ACCEPT THE 10 AMP THON TIME-DELAY FUSES "FNQ10", THIS CARTRIDGE FUSE SIZE IS 13/32" X 1½".

24. NEC APPROVED GROUNDING CLAMPS OR CADWELD FUSION BONDED CONNECTIONS SHALL BE USED FOR BONDING BARE BOND WIRE AND FOR CONNECTIONS TO GROUND RODS.

25. ALL LUMINAIRES SHALL HAVE PHOTO CONTROL.



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HUBBARD ENGINEERING
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MESA, AZ 85210
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CONTACT: ADRIAN BURCHAM, PLS

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PHONE: (480) 207-2667
CONTACT: JASON BURM, PE

RVI PLANNING
120 S. ASH AVE
TEMPE, AZ 85281
PHONE: (480) 994-0994
CONTACT: ALEX STEDMAN

THE PROJECT CONSISTS OF 711 LOT SINGLE FAMILY SUBDIVISION. THE WEST 177.71 ACRES & EAST 47.36 ACRES IS PROPOSED TO BE ZONED PAD. THE PROJECT WILL EFFECT A CHANGE IN THE SITE FROM THE PRESENT ZONING AND EAST OF THE SITE. THERE EXISTS UNDEVELOPED VACANT FARM AND TO THE NORTH AND SOUTH OF THE SITE IN ADDITION TO DEVELOPED SUBDIVISIONS. THE PROPOSED LOTS VARY IN WIDTH PER THE MODIFIED CASE ZONING STIPULATIONS. INTERNAL LOCAL STREETS AND WET UTILITIES WILL BE LOCATED WITHIN THE TRACTS. THE TRACTS WILL BE GREEN SPACE TRACTS WITH AMENITIES AND LANDSCAPING ARE DEDICATED TO THE BENEFIT OF THE HOA IN VARIOUS LOCATIONS THROUGHOUT THE SITE.

1. ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE OR MINIMUM 2.5' FROM BACK OF CURB TO FACE OF POLE.
2. THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

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SURPRISE, ARIZONA

Kimley-Horn

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DESIGNED	DRAWN	CHECKED
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GAF	DGM	MAC
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SCALE (H): NONE

SCALE (V): NONE

DATE:	SHEET NO.
SEP 2000	

SEP 2020	01
PROJECT NO.	

PROJECT NO.	01
191069042	

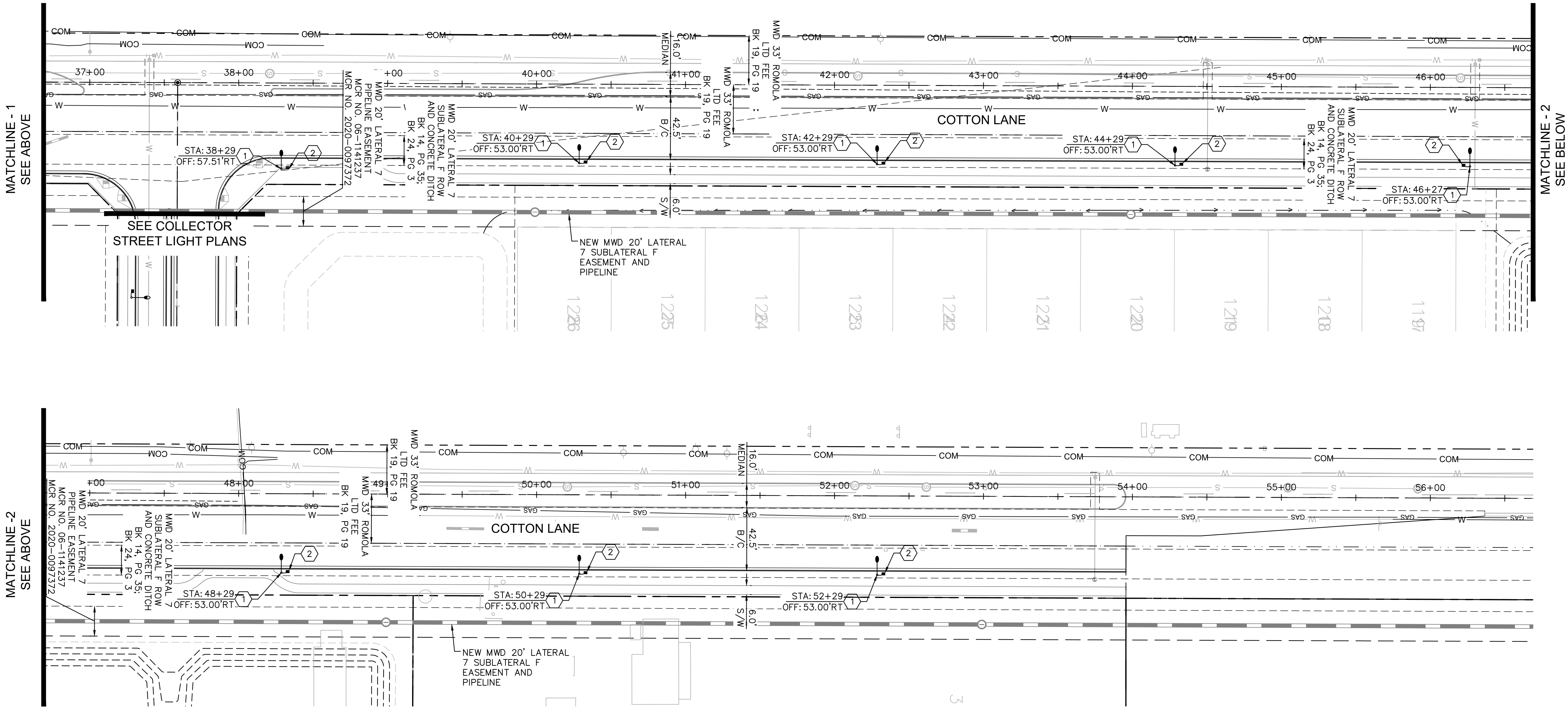
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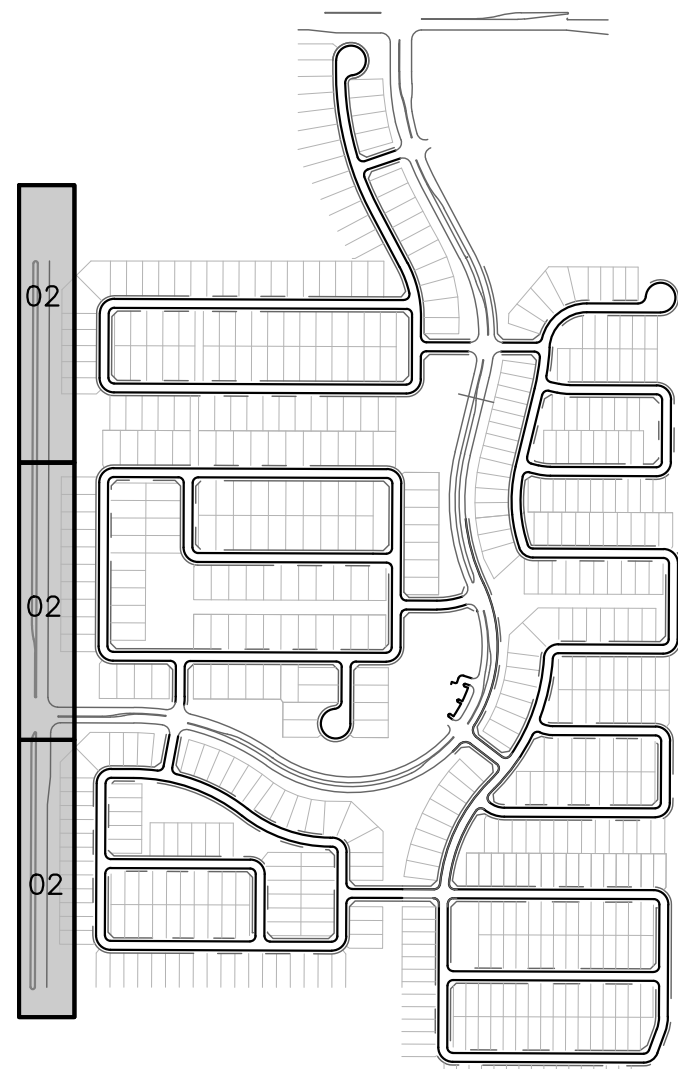


STREET LIGHT NOTES

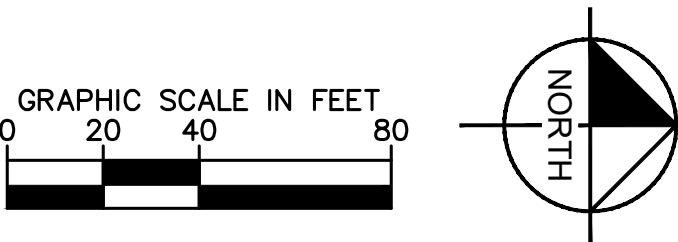
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LEGEND

- 98W (11,000 LUMEN) LED STREET LIGHT
- APS PULL BOX
- NEW UNDERGROUND CONDUIT



KEY MAP
N.T.S.



PARADISI - OFF SITE INFRASTRUCTURE
STREET LIGHT PLAN

SURPRISE, ARIZONA

Kimley»Horn

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Mesa, Arizona 85202 (480) 207-2867



DESIGNED GAF	DRAWN DGM	CHECKED MAC
SCALE (H): 1" = 40'	SCALE (V): NONE	
DATE: SEP 2020	PROJECT NO. 191069042	SHEET NO. 02
DWG. NAME 69042-SL-COTTON.dwg	of 03 shts	

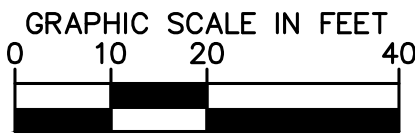
DESIGN CRITERIA
<u>ARTERIAL</u> ILLUMINANCE (cd/m ²) AVERAGE = 0.6 AVG/MIN = 3.5
PER IESNA RP 8-18 SECTION 11.7.2 TABLE 11-1 LOW PEDESTRAIN ACTIVITY.

CALCULATION SUMMARY

ARTERIAL

ILLUMINANCE (cd/m²)

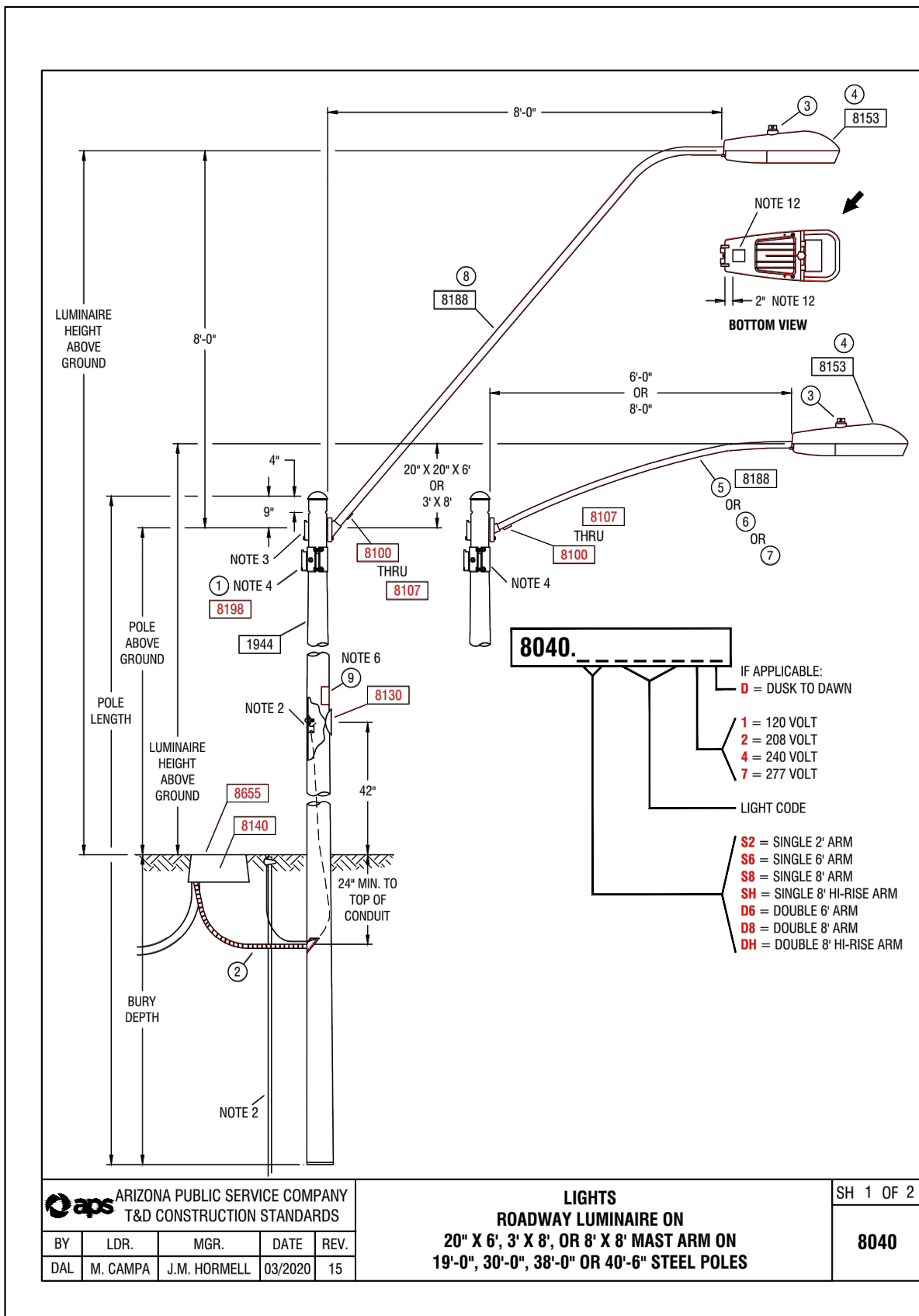
AVERAGE = 0.6 AVG/MIN = 2.4



NOTE:

COTTON LANE AND CHOLLA INTERSECTION CALCULATIONS OMITTED. FUTURE PHASES TO INCLUDE SIGNALIZATION OF INTERSECTION WHICH SHALL INCLUDE LIGHTING (BY OTHERS).

1 03 ARTERIAL STREET PHOTOMETRIC LIGHTING LAYOUT SCALE:N.T.S.



NOTES:

2. ADJUST GROUND TO FIVE FEET NORTH.
3. A GROUND ROD IS PROVIDED WITH EACH LIGHT POLE. WHERE A GROUND ROD CANNOT BE DRIVEN, AT LEAST TWO ADDITIONAL SHALL BE USED. SEE 4404 FOR 2400 FOR APPROVED RODS.
4. THE 40'-6" SELF-SUPPORTING TOWER, POLE AND ONE OF THE 36" OR SMALLER, MANUFACTURER INSTALLED AND SPECIFIED FITTINGS 18" APART FOR DOUBLE E-ARMS, SEE
5. API 3373015A IS A POLE ADAPTOR WITH A SIMPLEX FITTING. ADAPTOR IS REQUIRED FOR THE 40'-6" TOWER. SEE APPLICATIONS ON EXISTING POLES IN THE FIELD WITHOUT TWO SIMPLEX FITTINGS. SEE 4404 FOR APPROVED ADAPTOR.
6. THE BROWN POLE COATING IS A FAK. OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LIGHT POLES.
7. SIGN "NOTICE THIS SIGN IS OWNED AND MAINTAINED BY THE CITY OF CHICAGO" IS REQUIRED ON ALL POLES TO DOWN AND ARE LIGHTING APPLICATIONS.
8. DUSK THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE 3-BOX AT JUNCTION.
9. THE LIGHT CODE PROVIDES TWO SAME WATTAGE LUMINAIRES WHEN DOUBLE ARMS ARE SPECIFIED.
10. SEE SPEC 8030-810 FOR IN-LINE FUSE FOR UNDERGROUND FEEDS.
11. SEE 8100 - 8180 FOR OVERHEAD ATTACHMENTS.
12. ON 8727 LIGHT STREET CIRCULATIONS, INSTALL A 277 VOLT 3-BOX IN-LINE ON CABLE IN BOX. 2400 PROVIDED BY SPEC 8100.
13. ADJUSTABLE WATTAGE LUMEN DEFINED BY MULTIPLE USE OF AN IN/OUT TABLE 1. WHEN DEFINITION IS DRAINED DOWN TO 7 WATT, SEEN ADHESIVE LABEL LOCATED ON THE BOTTOM OF THE LUMINAIRE. SEE APPLICATIONS FOR STOCKER. FOR 17 ATTACH, SEE 701 TO 707 AND ATTACH LABELS. FOR 18 ATTACH, SEE 708 TO 709 AND ATTACH LABELS. FOR 19 ATTACH, SEE 710 TO 717 AND ATTACH LABELS. FOR 20 ATTACH, SEE 718 TO 724 AND ATTACH LABELS. FOR 21 ATTACH, SEE 725 TO 731 AND ATTACH LABELS. FOR 22 ATTACH, SEE 732 TO 738 AND ATTACH LABELS. FOR 23 ATTACH, SEE 739 TO 745 AND ATTACH LABELS. FOR 24 ATTACH, SEE 746 TO 752 AND ATTACH LABELS. FOR 25 ATTACH, SEE 753 TO 759 AND ATTACH LABELS. FOR 26 ATTACH, SEE 760 TO 766 AND ATTACH LABELS. FOR 27 ATTACH, SEE 767 TO 773 AND ATTACH LABELS. FOR 28 ATTACH, SEE 774 TO 780 AND ATTACH LABELS. FOR 29 ATTACH, SEE 781 TO 787 AND ATTACH LABELS. FOR 30 ATTACH, SEE 788 TO 794 AND ATTACH LABELS. FOR 31 ATTACH, SEE 795 TO 801 AND ATTACH LABELS. FOR 32 ATTACH, SEE 802 TO 808 AND ATTACH LABELS. FOR 33 ATTACH, SEE 809 TO 815 AND ATTACH LABELS. FOR 34 ATTACH, SEE 816 TO 822 AND ATTACH LABELS. FOR 35 ATTACH, SEE 823 TO 829 AND ATTACH LABELS. FOR 36 ATTACH, SEE 830 TO 836 AND ATTACH LABELS. FOR 37 ATTACH, SEE 837 TO 843 AND ATTACH LABELS. FOR 38 ATTACH, SEE 844 TO 850 AND ATTACH LABELS. FOR 39 ATTACH, SEE 851 TO 857 AND ATTACH LABELS. FOR 40 ATTACH, SEE 858 TO 864 AND ATTACH LABELS. FOR 41 ATTACH, SEE 865 TO 871 AND ATTACH LABELS. FOR 42 ATTACH, SEE 872 TO 878 AND ATTACH LABELS. FOR 43 ATTACH, SEE 879 TO 885 AND ATTACH LABELS. FOR 44 ATTACH, SEE 886 TO 892 AND ATTACH LABELS. FOR 45 ATTACH, SEE 893 TO 899 AND ATTACH LABELS. FOR 46 ATTACH, SEE 900 TO 906 AND ATTACH LABELS. FOR 47 ATTACH, SEE 907 TO 913 AND ATTACH LABELS. FOR 48 ATTACH, SEE 914 TO 920 AND ATTACH LABELS. FOR 49 ATTACH, SEE 921 TO 927 AND ATTACH LABELS. FOR 50 ATTACH, SEE 928 TO 934 AND ATTACH LABELS. FOR 51 ATTACH, SEE 935 TO 941 AND ATTACH LABELS. FOR 52 ATTACH, SEE 942 TO 948 AND ATTACH LABELS. FOR 53 ATTACH, SEE 949 TO 955 AND ATTACH LABELS. FOR 54 ATTACH, SEE 956 TO 962 AND ATTACH LABELS. FOR 55 ATTACH, SEE 963 TO 969 AND ATTACH LABELS. FOR 56 ATTACH, SEE 970 TO 976 AND ATTACH LABELS. FOR 57 ATTACH, SEE 977 TO 983 AND ATTACH LABELS. FOR 58 ATTACH, SEE 984 TO 990 AND ATTACH LABELS. FOR 59 ATTACH, SEE 991 TO 997 AND ATTACH LABELS. FOR 60 ATTACH, SEE 998 TO 1004 AND ATTACH LABELS. FOR 61 ATTACH, SEE 1005 TO 1011 AND ATTACH LABELS. FOR 62 ATTACH, SEE 1012 TO 1018 AND ATTACH LABELS. FOR 63 ATTACH, SEE 1019 TO 1025 AND ATTACH LABELS. FOR 64 ATTACH, SEE 1026 TO 1032 AND ATTACH LABELS. FOR 65 ATTACH, SEE 1033 TO 1039 AND ATTACH LABELS. FOR 66 ATTACH, SEE 1040 TO 1046 AND ATTACH LABELS. FOR 67 ATTACH, SEE 1047 TO 1053 AND ATTACH LABELS. FOR 68 ATTACH, SEE 1054 TO 1060 AND ATTACH LABELS. FOR 69 ATTACH, SEE 1061 TO 1067 AND ATTACH LABELS. FOR 70 ATTACH, SEE 1068 TO 1074 AND ATTACH LABELS. FOR 71 ATTACH, SEE 1075 TO 1081 AND ATTACH LABELS. FOR 72 ATTACH, SEE 1082 TO 1088 AND ATTACH LABELS. FOR 73 ATTACH, SEE 1089 TO 1095 AND ATTACH LABELS. FOR 74 ATTACH, SEE 1096 TO 1102 AND ATTACH LABELS. FOR 75 ATTACH, SEE 1103 TO 1109 AND ATTACH LABELS. FOR 76 ATTACH, SEE 1110 TO 1116 AND ATTACH LABELS. FOR 77 ATTACH, SEE 1117 TO 1123 AND ATTACH LABELS. FOR 78 ATTACH, SEE 1124 TO 1130 AND ATTACH LABELS. FOR 79 ATTACH, SEE 1131 TO 1137 AND ATTACH LABELS. FOR 80 ATTACH, SEE 1138 TO 1144 AND ATTACH LABELS. FOR 81 ATTACH, SEE 1145 TO 1151 AND ATTACH LABELS. FOR 82 ATTACH, SEE 1152 TO 1158 AND ATTACH LABELS. FOR 83 ATTACH, SEE 1159 TO 1165 AND ATTACH LABELS. FOR 84 ATTACH, SEE 1166 TO 1172 AND ATTACH LABELS. FOR 85 ATTACH, SEE 1173 TO 1179 AND ATTACH LABELS. FOR 86 ATTACH, SEE 1180 TO 1186 AND ATTACH LABELS. FOR 87 ATTACH, SEE 1187 TO 1193 AND ATTACH LABELS. FOR 88 ATTACH, SEE 1194 TO 1200 AND ATTACH LABELS. FOR 89 ATTACH, SEE 1201 TO 1207 AND ATTACH LABELS. FOR 90 ATTACH, SEE 1208 TO 1214 AND ATTACH LABELS. FOR 91 ATTACH, SEE 1215 TO 1221 AND ATTACH LABELS. FOR 92 ATTACH, SEE 1222 TO 1228 AND ATTACH LABELS. FOR 93 ATTACH, SEE 1229 TO 1235 AND ATTACH LABELS. FOR 94 ATTACH, SEE 1236 TO 1242 AND ATTACH LABELS. FOR 95 ATTACH, SEE 1243 TO 1249 AND ATTACH LABELS. FOR 96 ATTACH, SEE 1250 TO 1256 AND ATTACH LABELS. FOR 97 ATTACH, SEE 1257 TO 1263 AND ATTACH LABELS. FOR 98 ATTACH, SEE 1264 TO 1270 AND ATTACH LABELS. FOR 99 ATTACH, SEE 1271 TO 1277 AND ATTACH LABELS. FOR 100 ATTACH, SEE 1278 TO 1284 AND ATTACH LABELS. FOR 101 ATTACH, SEE 1285 TO 1291 AND ATTACH LABELS. FOR 102 ATTACH, SEE 1292 TO 1298 AND ATTACH LABELS. FOR 103 ATTACH, SEE 1299 TO 1305 AND ATTACH LABELS. FOR 104 ATTACH, SEE 1306 TO 1312 AND ATTACH LABELS. FOR 105 ATTACH, SEE 1313 TO 1319 AND ATTACH LABELS. FOR 106 ATTACH, SEE 1320 TO 1326 AND ATTACH LABELS. FOR 107 ATTACH, SEE 1327 TO 1333 AND ATTACH LABELS. FOR 108 ATTACH, SEE 1334 TO 1340 AND ATTACH LABELS. FOR 109 ATTACH, SEE 1341 TO 1347 AND ATTACH LABELS. FOR 110 ATTACH, SEE 1348 TO 1354 AND ATTACH LABELS. FOR 111 ATTACH, SEE 1355 TO 1361 AND ATTACH LABELS. FOR 112 ATTACH, SEE 1362 TO 1368 AND ATTACH LABELS. FOR 113 ATTACH, SEE 1369 TO 1375 AND ATTACH LABELS. FOR 114 ATTACH, SEE 1376 TO 1382 AND ATTACH LABELS. FOR 115 ATTACH, SEE 1383 TO 1389 AND ATTACH LABELS. FOR 116 ATTACH, SEE 1390 TO 1396 AND ATTACH LABELS. FOR 117 ATTACH, SEE 1397 TO 1403 AND ATTACH LABELS. FOR 118 ATTACH, SEE 1404 TO 1410 AND ATTACH LABELS. FOR 119 ATTACH, SEE 1411 TO 1417 AND ATTACH LABELS. FOR 120 ATTACH, SEE 1418 TO 1424 AND ATTACH LABELS. FOR 121 ATTACH, SEE 1425 TO 1431 AND ATTACH LABELS. FOR 122 ATTACH, SEE 1432 TO 1438 AND ATTACH LABELS. FOR 123 ATTACH, SEE 1439 TO 1445 AND ATTACH LABELS. FOR 124 ATTACH, SEE 1446 TO 1452 AND ATTACH LABELS. FOR 125 ATTACH, SEE 1453 TO 1459 AND ATTACH LABELS. FOR 126 ATTACH, SEE 1460 TO 1466 AND ATTACH LABELS. FOR 127 ATTACH, SEE 1467 TO 1473 AND ATTACH LABELS. FOR 128 ATTACH, SEE 1474 TO 1480 AND ATTACH LABELS. 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FOR 148 ATTACH, SEE 1614 TO 1620 AND ATTACH LABELS. FOR 149 ATTACH, SEE 1621 TO 1627 AND ATTACH LABELS. FOR 150 ATTACH, SEE 1628 TO 1634 AND ATTACH LABELS. FOR 151 ATTACH, SEE 1635 TO 1641 AND ATTACH LABELS. FOR 152 ATTACH, SEE 1642 TO 1648 AND ATTACH LABELS. FOR 153 ATTACH, SEE 1649 TO 1655 AND ATTACH LABELS. FOR 154 ATTACH, SEE 1656 TO 1662 AND ATTACH LABELS. FOR 155 ATTACH, SEE 1663 TO 1669 AND ATTACH LABELS. FOR 156 ATTACH, SEE 1670 TO 1676 AND ATTACH LABELS. FOR 157 ATTACH, SEE 1677 TO 1683 AND ATTACH LABELS. FOR 158 ATTACH, SEE 1684 TO 1690 AND ATTACH LABELS. FOR 159 ATTACH, SEE 1691 TO 1697 AND ATTACH LABELS. FOR 160 ATTACH, SEE

		TABLE 1					
LIGHT CODE	WATT	WATTS	K	TYPE	VOLTS	INITIAL LUMENS	MONTHLY HEIGHT
CR5	0023969	55	2700		120	10,200	
CR6	0001989	100			120	20,400	
CR4	0018522	120			120	20,400	
CR3	0018522	120		ND	120	20,400	
CR7	0019191	200			120	20,400	
CR1	0018524	250			120	20,400	
CR2	0011041	375			120	20,400	
CL1	0011041	375		ADJUST	120	20,400	
CL2	0011045	89		LED	120	20,400	
CL3	0011045	89		LED	120	20,400	
CL4	0011046	174		LED	120	20,400	
CL5	0019300	43		ADJUST	120	20,400	
CL6	0019300	43		ADJUST	120	20,400	
CL8	0019332	88	4000	LED	120	20,400	
CL7	0015894	174		LED	120	20,400	
AS0	5386	55			120	20,400	
AS21	3386794	70			120	19,500	
AS3	3386770	135	1700	LPS	120	19,500	
AS4	3386770	135			120	23,000	

POLE CODE	POLE LENGTH	BURY DEPTH	POLE ABOVE GROUND	LUMINAIRE HEIGHT ABOVE GROUND ON ARM		
				20" X 6"	3" X 8"	8" X 8"
1944.19	19'-0"	5'-0"	14'-0"	14'-11"	16'-3"	---
1944.30	30'-6"	5'-6"	25'-0"	25'-1"	27'-3"	---
1944.38	38'-6"	6'-6"	32'-0"	32'-11"	34'-3"	39'-3"
1944.38X	38'-6"	6'-6"	32'-0"	32'-11"	34'-3"	39'-3"
1944.40X	40'-6"	8'-6"	32'-0"	32'-11"	34'-3"	39'-3"

							MATERIAL LIST		
CODE	8440.S2	8440.S6	8440.S8	8440.SH	8440.DS	8440.DH			
ITEM	QTY	QTY	QTY	QTY	QTY	QTY	DESCRIPTION	APN	
1	1	-	-	-	-	-	ADAPTER BAY W/ SIMPLEX 3"	33701054	
2	10	10	10	10	10	10	CONDUIT 1" PVC RLEX CORR	33980981	
3	1	1	1	2	2	2	CONTROL PHOTO MULTI BR-20	00073241	
4	1	1	1	2	2	2	LUMINAIRE - SEE TABLE 1		
5	1	-	-	-	-	-	MAST ARM ST LT X 2" X 8"	00061225	
6	1	-	-	-	-	-	MAST ARM ST LT X 2" X 8" X 6"	33701112	
7	1	-	-	-	-	-	MAST ARM ST LT X 2" X 8" X 8"	33701124	
8	-	-	-	-	-	2	MAST ARM ST LT X 2" X 8" X 8"	33701123	
9	1	1	1	1	1	1	SIGN POLE OWNED BY APN	00050092	

aps ARIZONA PUBLIC SERVICE COMPANY
T&D CONSTRUCTION STANDARDS

BY	LDR.	MGR.	DATE	REV
DAL	M. CAMPA	J.M. HORMELL	03/2020	15

20" X 6", 3' X 8", OR 8' X 8" MAST ARM ON
9'-0", 30'-0", 38'-0" OR 40'-6" STEEL POLES

SH 2 OF 2

2
03 **APS STANDARD DETAIL 8040**
SCALE:N.T.S.

SCALE:N.T.S.

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PARADISI - OFF SITE INFRASTRUCTURE STREET LIGHT DETAILS & PHOTOMETRICS SURPRISE, ARIZONA

Kimley»Horn

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1001 West Southern Avenue, Suite 131
Mesa, Arizona 85202 (480) 207-2667

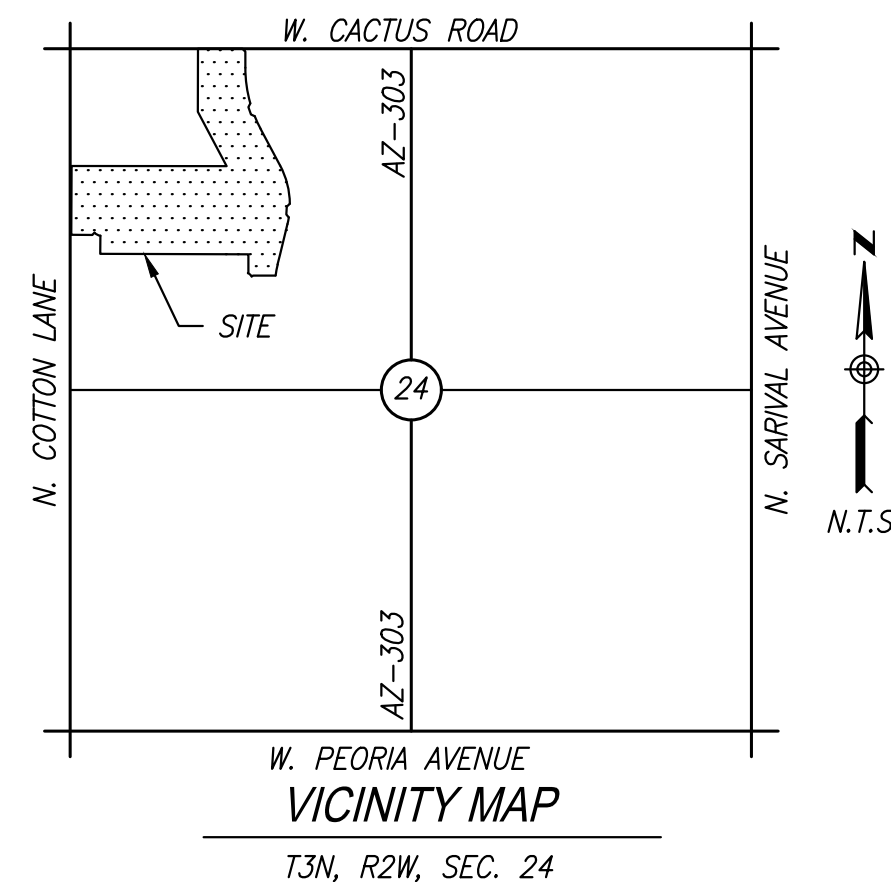
Professional Engineer
 CERTIFICATE NO.
 50368
 MICHAEL A.
 COLOMBO
 Date Signed 09/23/20
 ARIZONA U.S.A.
 Exp. Date 12/31/21

DESIGNED GAF	DRAWN DGM	CHECKED MAC
SCALE (H): NONE SCALE (V): NONE		
DATE: SEP 2020		SHEET NO.
PROJECT NO. 191069042		03
DWG. NAME 69042-SL-COTTON.dwg		
of		03 sht

CASE NO.: FS20-449

Page 186 of 303

A PORTION OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST
SURPRISE, ARIZONA



TAYLOR MORRISON/ARIZONA INC.
4900 N. SCOTTSDALE ROAD, SUITE 2200
SCOTTSDALE, AZ. 85251
TELEPHONE: 480-409-5516
CONTACT: ANGELA CARMITCHEL

HUBBARD ENGINEERING
1201 S. ALMA SCHOOL RD. SUITE #1200C
MESA, AZ 85210
PHONE: (480) 892-3313
FAX: (480) 892-7051
CONTACT: ADRIAN BURCHAM, PLS

KIMLEY-HORN AND ASSOCIATES, INC.
1001 WEST SOUTHERN AVENUE, SUITE 1300
MESA, ARIZONA 85210
PHONE: (480) 207-2667
CONTACT: JASON BURM, PE

RVI PLANNING
120 S. ASH AVE
TEMPE, AZ 85281
PHONE: (480) 994-0994
CONTACT: MARK REDDIE

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS. WHEN CONSTRUCTION OCCURS, SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIATION FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUB-CONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-7000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. ACCESS TO VEHICLE ACCESS (V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

Sheet List Table	
Sheet Number	Sheet Title
01	STREET LIGHT COVER SHEET
02	STREET LIGHT PLAN
03	STREET LIGHT PLAN
04	STREET LIGHT DETAILS & PHOTOMETRICS

NO CONFLICT SIGNATURE BLOCK				
UTILITY	UTILITY COMPANY	UTILITY COMPANY REPRESENTATIVE	TELEPHONE NUMBER	DATE SIGNED
ELECTRIC	APS	SANDY LANGFITT	602-439-4139	11/26/2019
NATURAL GAS	SOUTHWEST GAS	ARBAN LONDO	602-630-3370	11/26/2019
CABLE/TELE	COX COMM.	ISAIA SANTILLANO		01/13/2020
CABLE/TELE	CENTURYLINK	DARRIN LACEY	602-630-3370	12/17/2019
WATER/SEWER	EPCOR	JOE WHALEN	623-445-2438	11/26/2019

1. ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE OR MINIMUM 2.5' FROM BACK OF CURB TO FACE OF POLE.
2. THE ELECTRICAL/ MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

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

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

STREET LIGHTING (APS AREA)															
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE						APS STANDARD CODE	
					HEIGHT	FOUNDATION		SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE		TYPE
①		LOCAL	PER PLANS	24	30'-6"	DIRECT BURY	2'-0"	25'-0"	4,800	43 W	TYPE E3	*	LED	DKBZ LED	8030.S2

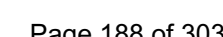
*PER UTILITY COMPANY REQUIREMENTS

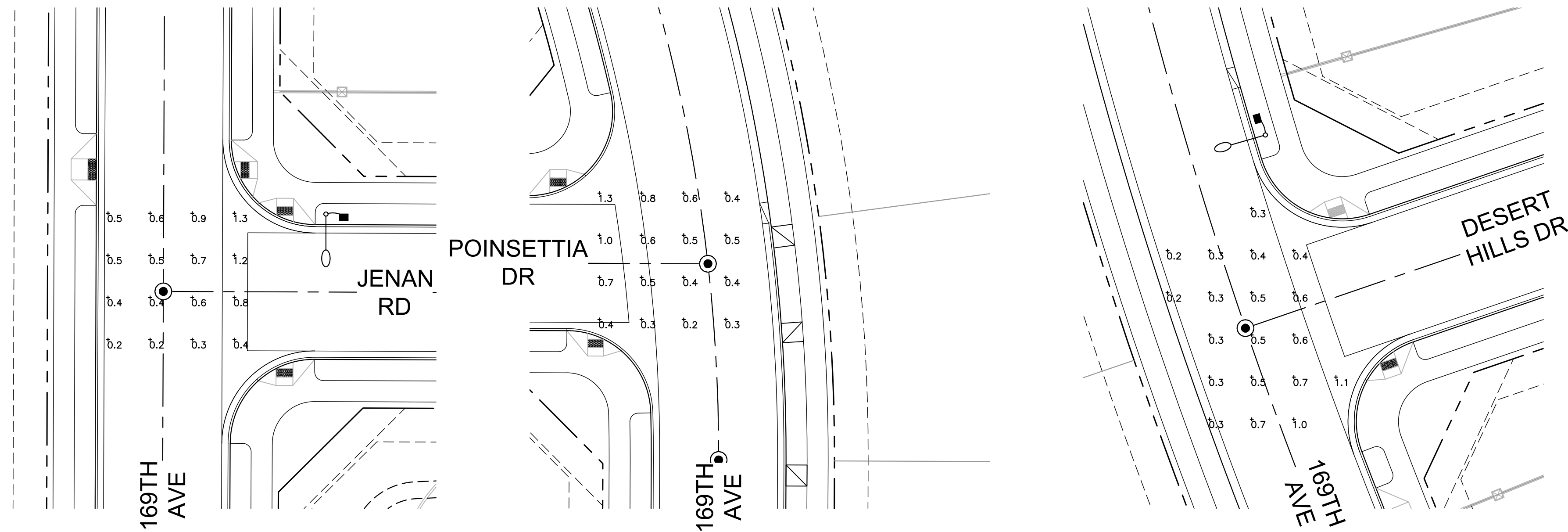
PARADISI - PARCEL A STREET LIGHT COVER SHEET															
SURPRISE, ARIZONA															
Kimley»Horn															
© 2020 KIMLEY-HORN AND ASSOCIATES, INC. 1001 West Southern Avenue, Suite 131 Mesa, Arizona 85202 (480) 207-2867															
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">DESIGNED GAF</td> <td style="width: 50%; padding: 5px;">DRAWN DGM</td> </tr> <tr> <td colspan="2" style="padding: 5px;">SCALE (H): N/A SCALE (V): N/A</td> </tr> <tr> <td colspan="2" style="padding: 5px;">DATE: SEP 2020</td> </tr> <tr> <td colspan="2" style="padding: 5px;">PROJECT NO. 191069042</td> </tr> <tr> <td colspan="2" style="padding: 5px;">DWG. NAME 069042-SL-CV-PA.dwg</td> </tr> </table>	DESIGNED GAF	DRAWN DGM	SCALE (H): N/A SCALE (V): N/A		DATE: SEP 2020		PROJECT NO. 191069042		DWG. NAME 069042-SL-CV-PA.dwg		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100%; padding: 5px;">CHECKED MAC</td> </tr> <tr> <td style="padding: 5px;">SHEET NO. 01</td> </tr> <tr> <td style="padding: 5px;">of 04 sheets</td> </tr> </table>	CHECKED MAC	SHEET NO. 01	of 04 sheets
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ARIZONA 811

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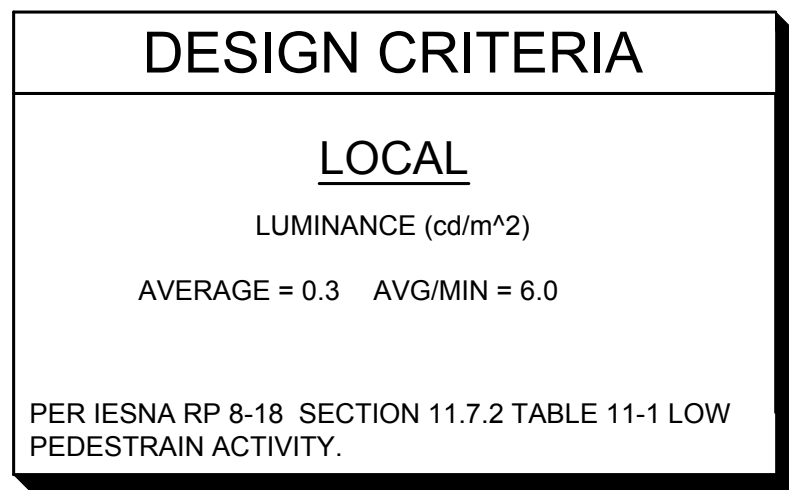
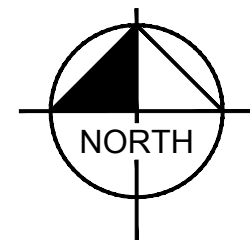
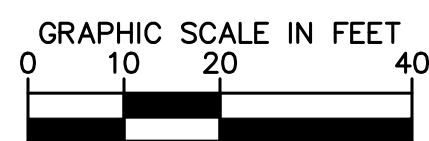
CALCULATION SUMMARY	
<u>LOCAL/LOCAL</u> <u>(169TH AVE & JENAN RD</u> ILLUMINANCE (fc) AVERAGE = 0.59 AVG/MIN = 2.95	

CALCULATION SUMMARY	
<u>LOCAL/LOCAL</u>	
<u>(169TH AVE & POINSETTIA DR)</u>	
ILLUMINANCE (fc)	
AVERAGE = 0.56	
AVG/MIN = 2.80	

CALCULATION SUMMARY	
<u>LOCAL/LOCAL</u>	
<u>(169TH AVE & DESERT HILLS DR)</u>	
ILLUMINANCE (fc)	
AVERAGE = 0.44	
AVG/MIN = 2.20	

NOTE:

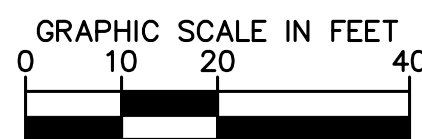
PHOTOMETRICS REFLECT FINAL DESIGN WHICH INCLUDES ADJACENT LOCAL STREET LIGHTS TO BE INSTALLED IN FUTURE PHASES.



0.15	0.11	0.12	0.11	0.09	0.08	0.09	0.10	0.13	0.18	0.18	0.14	0.15
0.25	0.16	0.18	0.16	0.12	0.11	0.13	0.18	0.23	0.34	0.35	0.21	0.27
0.33	0.18	0.23	0.20	0.16	0.17	0.22	0.33	0.43	0.63	0.63	0.35	0.38
0.40	0.23	0.27	0.24	0.23	0.28	0.40	0.61	0.89	1.15	1.08	0.58	0.53

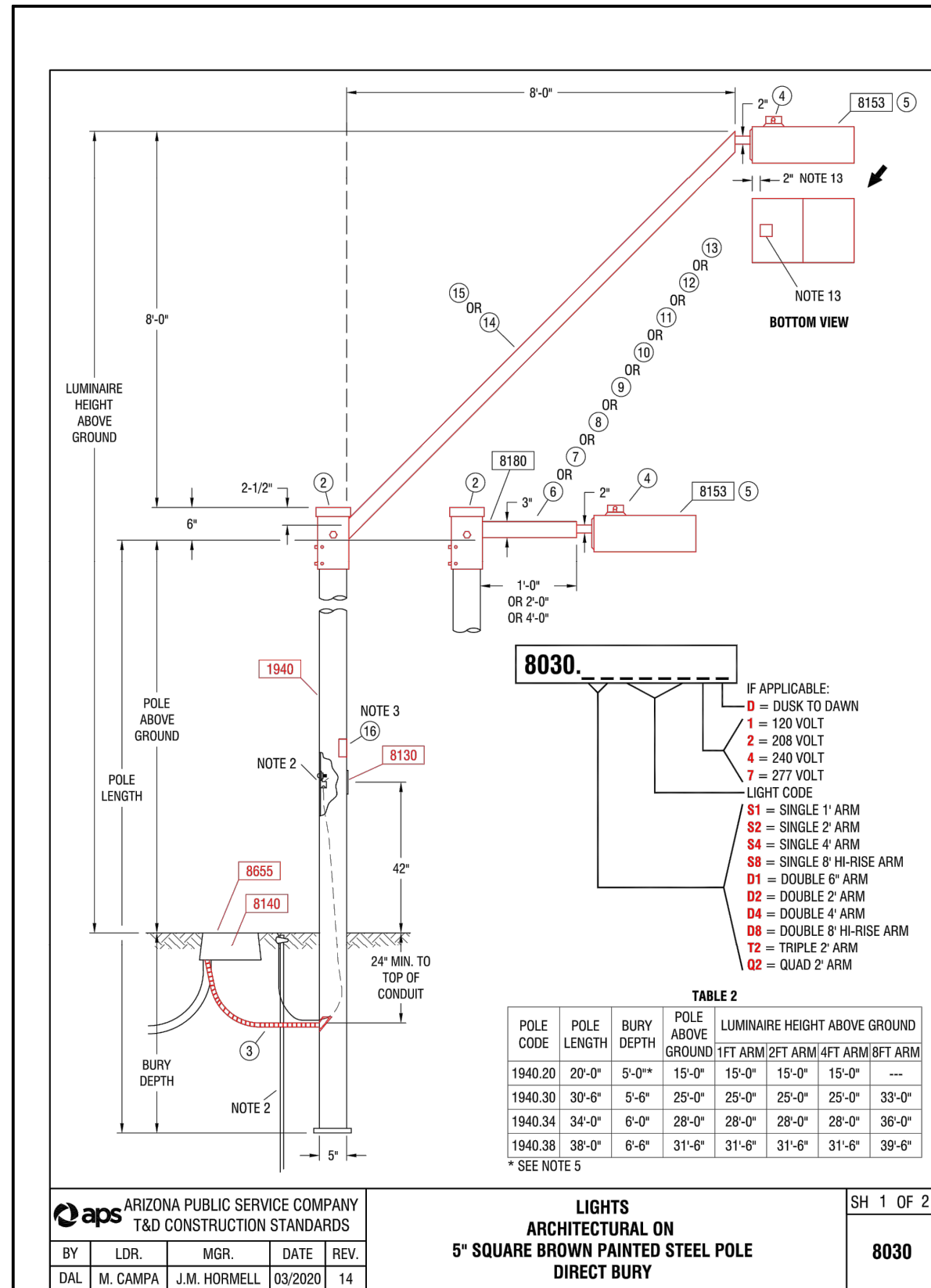
210.0' FACE OF CURB

32.0'



LOCAL STREET LIGHTING MAXIMUM SPACING BASED ON
WORST CASE LUMINANCE PHOTOMETRIC
CALCULATIONS.

 LIGHT TYPE FOR THE LOCAL STREETS:
GE ERL1-05-E3-30 4800 LUMEN 43 W AT 25' MH.



NOTES:

										MATERIAL LIST	
CODE	0001	0002	0003	0004	0005	0006	0007	0008	0009		
ITEM QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	DESCRIPTION	APN
1	-	-	-	-	-	-	-	-	-	BRACKET ARCH S/P BOLTED	00002251
2	-	-	-	-	-	-	-	-	-	CAP S/P 1/2" X 4" X 4" ANGLE	00010030
3	10	10	10	10	10	10	10	10	10	CONDUIT 1" PAC LEX CORR	00006091
4	2	-	-	-	-	-	-	-	-	CONTROL PHOTO M/L 1/8" 20	00001541
5	1	1	1	1	1	1	1	1	1	LUMINAIRE - SEE TABLE 1	00002252
6	1	-	-	-	-	-	-	-	-	MAST ARM STL 2" X 3" X 1/2" L DBL	00001154
7	1	-	-	-	-	-	-	-	-	MAST ARM STL 2" X 3" X 1/2" L SOL	00008370
8	-	-	-	-	-	-	-	-	-	MAST ARM STL 2" X 3" X 2" L DBL	00037117
9	-	-	-	-	-	-	-	-	-	MAST ARM STL 2" X 3" X 2" L DBL	00005666
10	1	-	-	-	-	-	-	-	-	MAST ARM STL 2" X 3" X 2" L SOL	00037116
11	-	-	-	-	-	-	-	-	-	MAST ARM STL 2" X 3" X 2" L TPL	00003664
12	-	-	-	-	-	-	-	-	-	MAST ARM STL 2" X 3" X 4" L DBL	00001267
13	-	-	-	-	-	-	-	-	-	MAST ARM STL 2" X 3" X 4" L DBL	00001268
14	-	-	-	-	-	-	-	-	-	MAST ARM STL 2" X 3" X 4" L SOL	00037120
15	-	-	-	-	-	-	-	-	-	MAST ARM STL 2" X 3" X 4" L SOL	00037120
16	-	-	-	-	-	-	-	-	-	MAST ARM STL 1" X 3" L DBL	00002252
										SH/PL/PE OWNED BY A/E	00002252

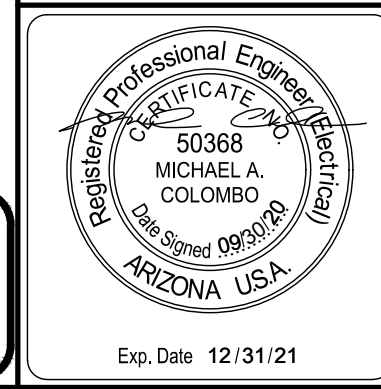
 ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURST		SH 2 OF 2
BY	LMR	MGR.	DATE	REV		8030
DAL	CAPRA	J.M. HORNWELL	03/20/2014			

3 **APS STANDARD DETAIL 8030**
04 SCALE:N.T.S.

PARADISI - PARCEL A STREET LIGHT DETAILS & PHOTOMETRICS SURPRISE, ARIZONA

Kimley»Horn

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Mesa, Arizona 85202 (480) 207-2667



DESIGNED GAF	DRAWN DGM	CHECKED MAC
SCALE (H): 1"=20' SCALE (V): NONE		
DATE: SEP 2020		SHEET NO. 04
PROJECT NO. 191069042		
DWG. NAME 69042-SL-PA.dwg		
		of 04 sheets

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K:_EAV_Civil\191069042 - Sycamore Farms\CA00\Parcel B\Improvement Plans\069042-SL-CV-PB.dwg Oct 26, 2020 TreyFerrell
XREFS: K69042B1-PB K69042B1-PB K69042B1-PB K69042B1-PB K69042B1-PB K69042B1-PB K69042B1-PB K69042B1-PB K69042B1-PB K69042B1-PB
OF AND W/PERMIT RELIANCE ON THIS DOCUMENT WITHOUT WRITING AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

LIGHTING GENERAL NOTES:

- THE CONTRACTOR SHALL COMPLY WITH STATE AND COUNTY STATUTES ALONG WITH THE MANUFACTURER'S RECOMMENDATIONS. MATERIAL AND EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE CURRENT STANDARDS AND RECOMMENDATIONS OF THE NATIONAL ELECTRICAL CODE, THE NATIONAL ELECTRICAL SAFETY CODE, AND WITH LOCAL CODES WHICH APPLY. WHERE DISCREPANCIES ARISE BETWEEN CODES, THE MOST RESTRICTIVE REGULATION SHALL APPLY.
- PRIOR TO SUBMITTING A PROPOSAL, THE BIDDER SHALL EXAMINE ALL GENERAL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH HE WILL OPERATE. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN CONNECTION WITH OR ON BEHALF OF THE CONTRACTOR FOR ANY ERRORS OR NEGLIGENCE ON HIS PART.
- PRIOR TO BEGINNING ANY WORK, SECURE NECESSARY PERMITS OR CLEARANCES FROM THE AUTHORITIES HAVING JURISDICTION. PROVIDE ALL LABOR AND MATERIALS FOR A COMPLETE INSTALLATION. WORK SHALL BE EXECUTED BY EXPERIENCED ELECTRICIANS WHO ARE LICENSED IN THE JURISDICTION WHERE THE PROJECT IS LOCATED.
- PRIOR TO ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHALL VERIFY DIMENSIONS AT THE SITE AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE RESIDENT ENGINEER OR PROJECT MANAGER. THE CONTRACTOR SHALL NOT PROCEED WITH ANY WORK UNTIL THE RESIDENT ENGINEER OR PROJECT MANAGER RENDERS A DECISION. NO EXTRA CHARGES OR COMPENSATION WILL BE ALLOWED FOR THE DIFFERENCES IN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE DRAWINGS.
- THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH ALL LICENSING REQUIREMENTS SET FORTH BY THE STATE REGISTRAR OF CONTRACTORS' OFFICE TO PERFORM WORK RELATING TO STREET LIGHT INSTALLATION IN MARICOPA COUNTY.
- THE CONTRACTOR SHALL PROVIDE A UTILITY LOCATOR AND VERIFY THE ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES IN PLACE UNLESS NOTED OR SPECIFIED OTHERWISE. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
- CONTRACTOR SHALL SUBMIT FOUR (4) COPIES OF MANUFACTURER'S CERTIFIED SHOP DRAWINGS FOR EQUIPMENT TO THE RESIDENT ENGINEER OR PROJECT MANAGER FOR REVIEW PRIOR TO ORDERING EQUIPMENT OR STARTING WORK.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITION.
- CONTRACTOR SHALL STAKE ALL PROPOSED STREET LIGHT LOCATIONS AND OBTAIN APPROVAL FROM THE RESIDENT ENGINEER OR PROJECT MANAGER PRIOR TO ANY INSTALLATION ACTIVITIES.
- HOLES, CAVITIES, TRENCHES, AND DEPRESSIONS RESULTING FROM THE REMOVAL OF STRUCTURES OR OBSTRUCTIONS, EXCEPT IN AREAS TO BE EXCAVATED, SHALL BE BACKFILLED WITH SUITABLE MATERIAL WHICH SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 95% OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM D698, D-2922 AND D-3017. SURPLUS EXCAVATION MATERIALS SHALL BE LEGALLY DISPOSED OF BY THE CONTRACTOR.
- ELECTRICAL SYSTEMS SHALL BE GROUNDED AND BONDED PER ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE. PROVIDE GROUND WIRE FOR EACH PIECE OF EQUIPMENT AND FOR EACH BRANCH CIRCUIT.
- EACH STREET LIGHT POLE SHALL HAVE A 8" X 5/8" COPPER CLAD GROUND ROD DRIVEN BENEATH NEAREST PULL BOX, #6 BARE COPPER LEAD FROM THE GROUND ROD IN PULL BOX TO LANDING LUG IN LIGHT POLE HAND HOLE IS REQUIRED.
- FOR MATERIAL INSTALLED AND/OR WORK PREFORMED PRIOR TO APPROVAL, THE CONTRACTOR SHALL BE LIABLE FOR ITS REMOVAL AND REPLACEMENT AT NO ADDITIONAL COST IF IN THE OPINION OF THE RESIDENT ENGINEER OR PROJECT MANAGER, THE MATERIAL OR EQUIPMENT DOES NOT MEET THE INTENT OF THE PLANS AND/OR SPECIFICATIONS.
- INSTALLATION OF EQUIPMENT, COMPONENTS, AND WIRING FOR ELECTRICAL SYSTEMS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE EQUIPMENT MANUFACTURER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY, STORAGE, AND HANDLING OF ALL MATERIALS AND EQUIPMENT PRIOR TO FINAL ACCEPTANCE. ANY DAMAGED MATERIAL OR EQUIPMENT SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- ALL EQUIPMENT SHALL BE "UL" LISTED. LABEL OR LISTING OF UNDERWRITER'S LABORATORIES, INC. WILL BE ACCEPTED AS EVIDENCE THAT MATERIALS OR EQUIPMENT CONFORM TO APPLICABLE STANDARDS OF THAT AGENCY.
- PRIOR TO ACCEPTANCE, THE CONTRACTOR SHALL ENERGIZE AND OPERATE THE ENTIRE LIGHTING SYSTEM, FROM SUNSET TO SUNRISE FOR TWO (2) CONSECUTIVE DAYS WITHOUT INTERRUPTION OR FAILURE. IF ANY EQUIPMENT OR MATERIAL SHOULD FAIL, IT SHALL BE REPLACED IMMEDIATELY AND RETESTED.
- THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF FINAL ACCEPTANCE, AGAINST DEFECTS IN WORKMANSHIP, FAILURE, MALFUNCTION OF MATERIALS AND/OR EQUIPMENT. THIS GUARANTEE IS TO BE IN WRITING TO THE RESIDENT ENGINEER OR PROJECT MANAGER AT THE TIME OF ISSUING FINAL ACCEPTANCE. WORK FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE OWNER.
- "RECORD DRAWING" REQUIREMENTS SHALL CONSIST OF RECORDING, BY THE CONTRACTOR, ANY CHANGE OR DEVIATION ON A SET OF APPROVED PLANS. PLANS SHALL BE FURNISHED TO THE INSPECTOR AT THE COMPLETION OF THE PROJECT. CONTRACTOR SHALL COORDINATE INSPECTION WITH RESIDENT ENGINEER OR PROJECT MANAGER. FINAL PAYMENT SHALL NOT BE MADE UNTIL THE AS-BUILT PRINTS ARE ACCEPTED BY THE RESIDENT ENGINEER OR PROJECT MANAGER.
- STREET LIGHTS ARE REQUIRED IN THE PUBLIC RIGHT-OF-WAY. STREET LIGHT LAYOUT PLANS MUST BE PREPARED BY A PROFESSIONAL ELECTRICAL ENGINEER REGISTERED IN THE STATE OF ARIZONA. STREET LIGHT PLANS SHALL BE PREPARED IN ACCORDANCE WITH THE ANSI/IES ROADWAY LIGHTING MANUAL, THE CITY OF SURPRISE STREET LIGHTING CHECKLIST (SEE CHAPTER 9), AND ARIZONA PUBLIC SERVICE COMPANY (APS). ALL STREET LIGHTS MUST BE INSTALLED BY A QUALIFIED CONTRACTOR AND WIRED BY APS/SRP AUTHORIZED PERSONNEL. UPON APPROVAL, THE OWNER/DEVELOPER IS RESPONSIBLE TO FORWARD THE STREET LIGHT PLANS TO APS FOR DESIGN, PERMITS, AND INSTALLATION.
- QUICK DISCONNECT TYPE FUSE HOLDERS SHALL BE EQUAL TO OR BETTER THAN BUSSMAN BK/HEB-AA 30 AMP 600 VOLT THAT WILL ACCEPT THE 10 AMP THON TIME-DELAY FUSES "FNQ10", THIS CARTRIDGE FUSE SIZE IS 13/32" X 1½".
- NEC APPROVED GROUNDING CLAMPS OR CADWELD FUSION BONDED CONNECTIONS SHALL BE USED FOR BONDING BARE BOND WIRE AND FOR CONNECTIONS TO GROUND RODS.
- ALL LUMINAIRES SHALL HAVE PHOTO CONTROL.

STREET LIGHT DESIGN
FOR
PARCEL B
PARADISI
SUBDIVISION

A PORTION OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST
SURPRISE, ARIZONA

BASIS OF BEARINGS

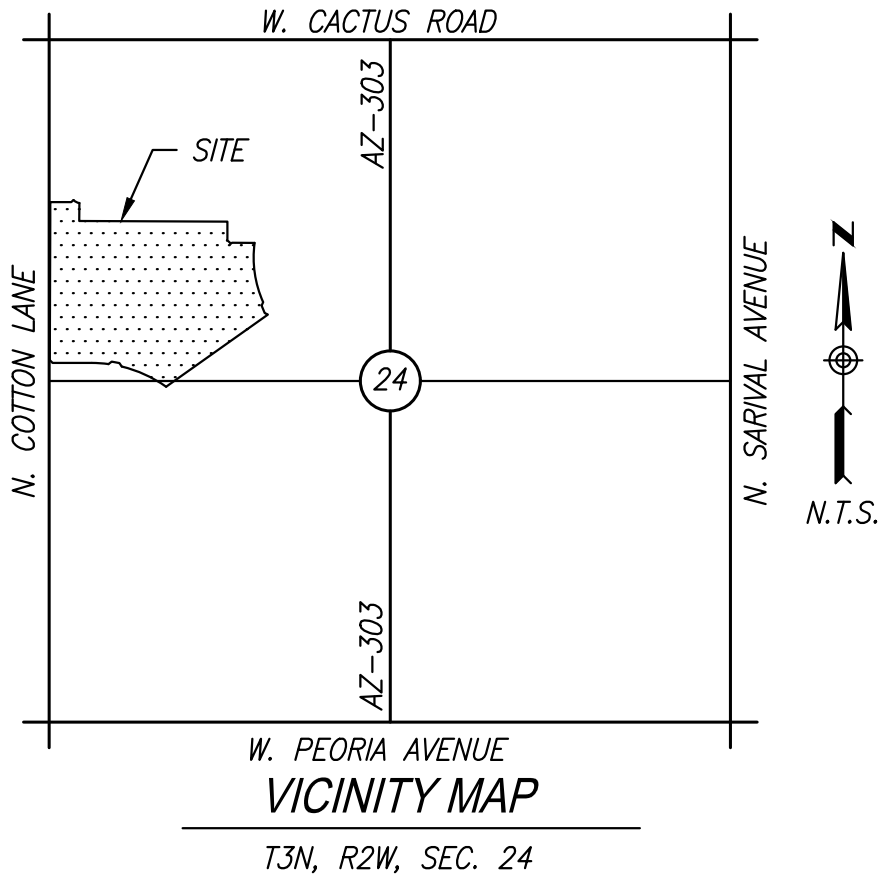
THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24,
TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA.
MEASURED BEARING=N00°12'54"E
DERIVED UTILIZING THE CITY OF SURPRISE LOW DISTORTION PROJECTION
PARAMETERS AS FOLLOWS:
LATITUDE OF ORIGIN/CENTRAL PARALLEL : 33° 15' NORTH
LONGITUDE OF CENTRAL MERIDIAN: 112° 15' WEST
FALSE NORTING: 1,500,000.00 FEET
FALSE EASTING: 2,500,000.00 FEET
SCALE AT CENTRAL PARALLEL: 1.000045 (EXACT)

BENCHMARK

2 INCH BRASS DISK WITH RAISED DATUM POINT, CAST: CITY OF
SURPRISE BENCHMARK. LOCATED ON TOP OF DRAINAGE SCUPPER ON THE
WEST SIDE OF SARIVAL AVE APPROX. 0.32 MI. NORTH OF PEORIA AVE.
ELEVATION: 1175.67 FT (NAVD 88)

ENGINEER'S NOTES

- ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
- THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.
- THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
- THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIATION FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
- THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
- ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
- THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
- NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
- ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-7000.
- TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
- PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
- EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
- THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.



OWNER/DEVELOPER

TAYLOR MORRISON/ARIZONA INC.
4900 N. SCOTTSDALE ROAD, SUITE 2200
SCOTTSDALE, AZ. 85251
TELEPHONE: 480-409-5516
CONTACT: ANGELA CARMITCHEL

LAND 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

CIVIL ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
1001 WEST SOUTHERN AVENUE, SUITE 131
MESA, ARIZONA 85210
PHONE: (480) 207-2667
CONTACT: JASON BURM, PE

LAND PLANNER

RVI PLANNING
120 S. ASH AVE
TEMPE, AZ 85281
PHONE:(480) 994-0994
CONTACT: ALEX STEDMAN

SITE DESCRIPTION

THE PROJECT CONSISTS OF 105 SINGLE FAMILY LOTS WITHIN SURPRISE ARIZONA.

NOTES

- ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.
- THE ELECTRICAL/ MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

LED NOTE

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

CITY OF SURPRISE ENGINEERS APPROVAL

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOT ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAWS OR ORDINANCES.

CITY OF SURPRISE ENGINEER DATE

STREET LIGHTING (APS AREA)															
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE						APS STANDARD CODE	
					HEIGHT	FOUNDATION	SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE	TYPE		STYLE
①		LOCAL	PER PLANS	28	30'-6"	DIRECT BURY	2'-0"	25'-0"	4,800	43 W	TYPE E3	*	LED	DKBZ LED	8030.S2

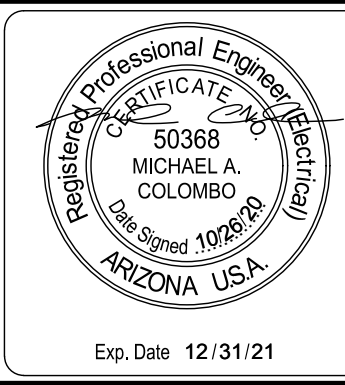
*PER UTILITY COMPANY REQUIREMENTS

PARADISI - PARCEL B
STREET LIGHT COVER SHEET

SURPRISE, ARIZONA

Kimley»Horn

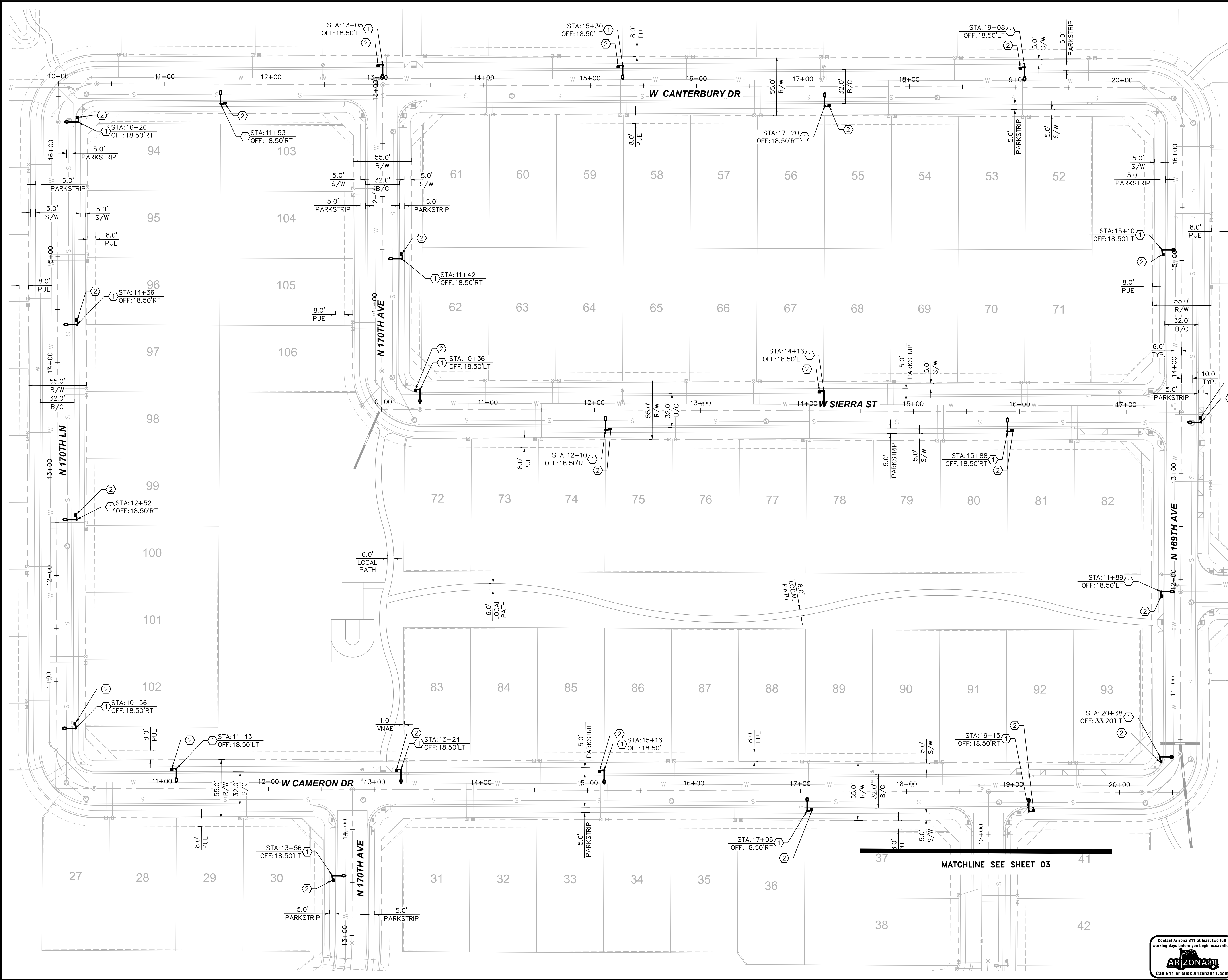
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DESIGNED DJR	DRAWN DJR	CHECKED JMB
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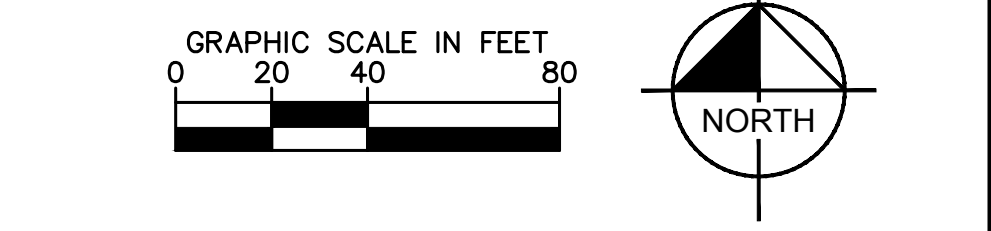


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- STREET LIGHT NOTES**
- FURNISH AND INSTALL 43W LED (4,800 LUMEN) DARK BRONZE LUMINAIRE (APS DET. 8153, RL41), PHOTO CELL (APS DET. 8170), 30"-6" SQUARE BROWN STEEL DIRECT BURY POLE (APS DET. 1940.30), AND 2' MAST ARM (APS DET. 8180.S). INSTALL (2) #14 THHN/THWN FROM LUMINAIRES TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
 - FURNISH AND INSTALL APS PULL BOX PER APS DETAIL (8655) ADJACENT TO POLE. FURNISH AND INSTALL 1" LIQUIDTIGHT FLEXIBLE CONDUIT WITH (2) #14 TYPE THHN/THWN AND (1) #14 BARE BOND CU GROUND FROM PULL BOX TO FUSE HOLDER IN POLE PER APS DETAILS AND SPECIFICATIONS.

- LEGEND**
- 43W (4,800 LUMEN) LED STREET LIGHT
 - APS PULL BOX
 - NEW UNDERGROUND CONDUIT



PARADISI - PARCEL B
STREET LIGHT PLAN

SURPRISE, ARIZONA

Kimley»Horn

© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
1001 West Southern Avenue, Suite 131
Mesa, Arizona 85202 (480) 207-2867

DESIGNED: DJR
DRAWN: DJR
CHECKED: JMB

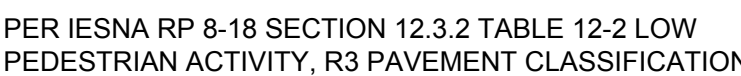
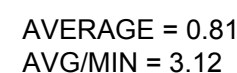
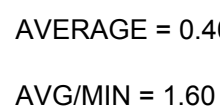
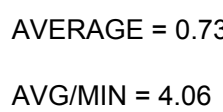
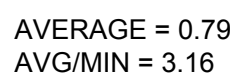
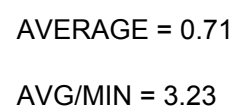
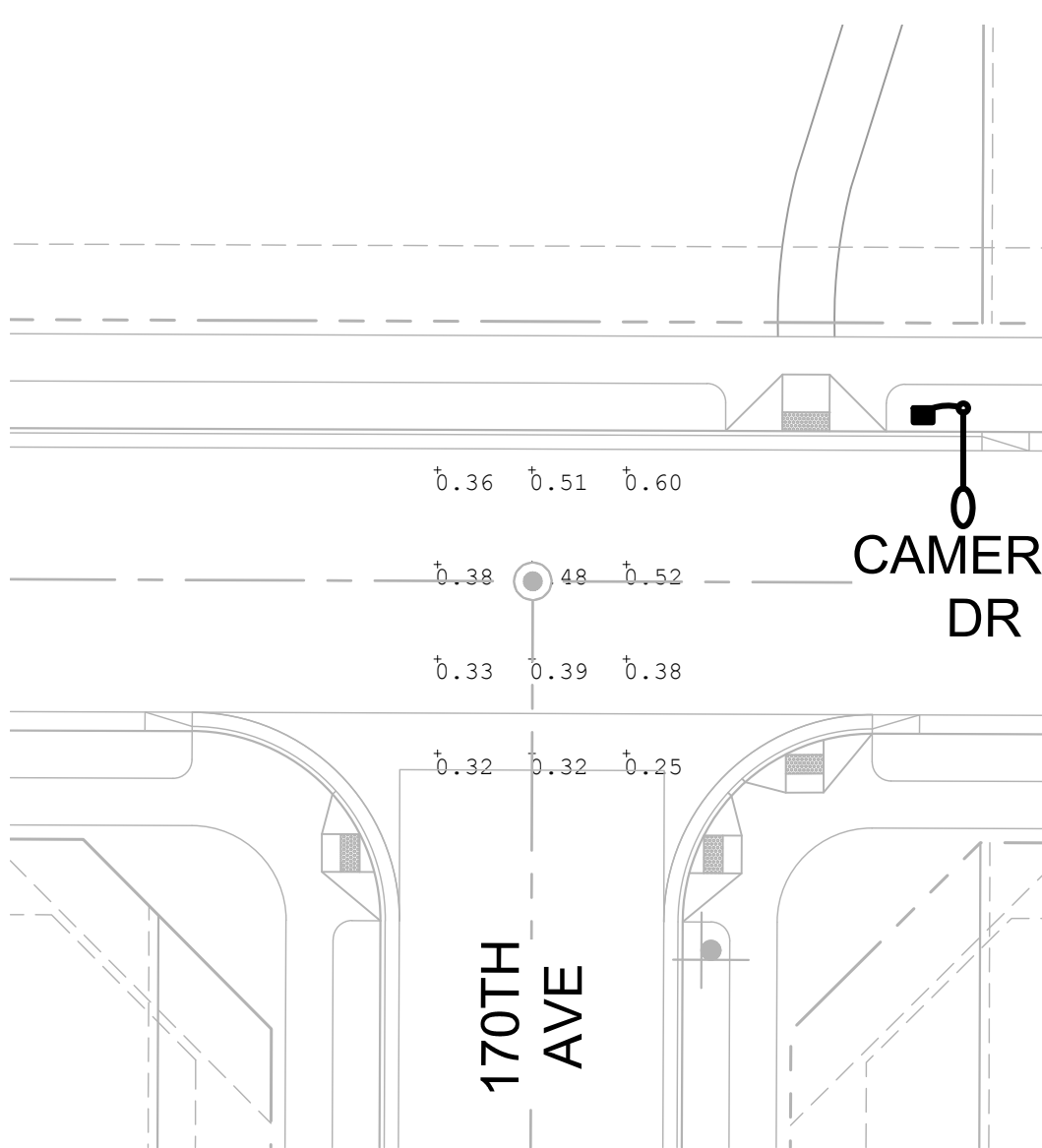
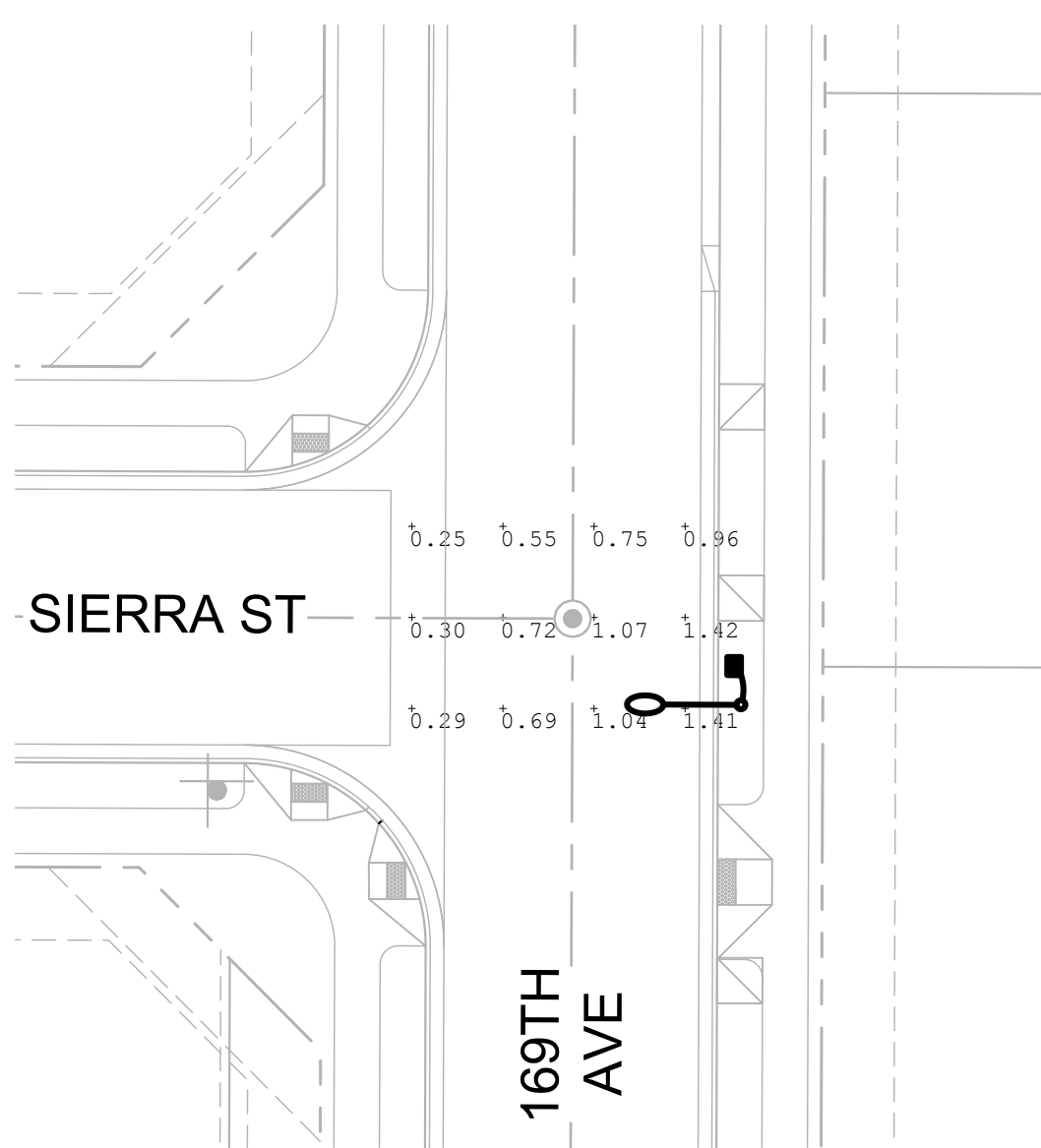
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SCALE (V): N/A

DATE: OCT 2020
PROJECT NO.: 191069042
DWG. NAME: 69042-SL-PB.dwg

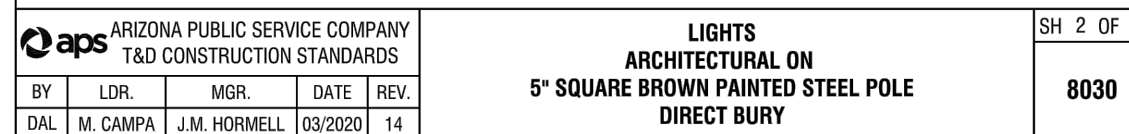
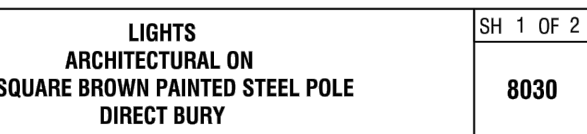
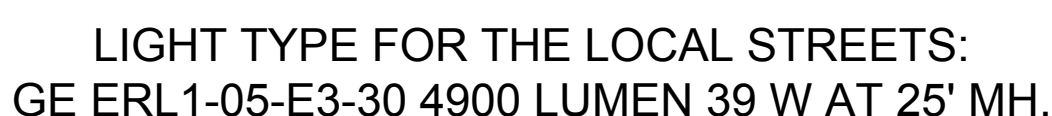
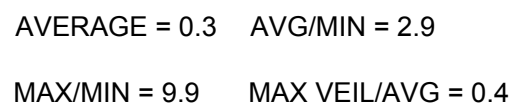
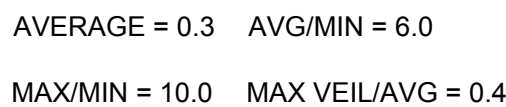
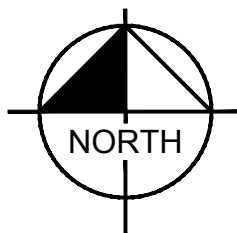
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Exp. Date: 12/31/21

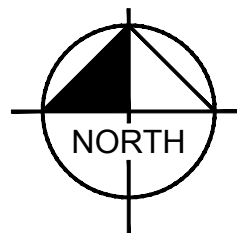
ARIZONA
Contact Arizona 811 at least two full working days before you begin excavation
Call 811 or click Arizona811.com



PHOTOMETRICS REFLECT FINAL DESIGN WHICH INCLUDES ADJACENT LOCAL STREET LIGHTS TO BE INSTALLED IN FUTURE PHASES.



 43W (4,800 LUMEN) LED STREET LIGHT
 APS PULL BOX
 NEW UNDERGROUND CONDUIT



DESIGNED DJR	DRAWN DJR
SCALE (H): N/A	
SCALE (V): N/A	
DATE: OCT 2020	
PROJECT NO. 191069042	
DWG. NAME 69042-SI-PR.dwg	

CHECKED JMB
SHEET NO. 03

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XREFS: K69042B-PE
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STREET LIGHT DESIGN

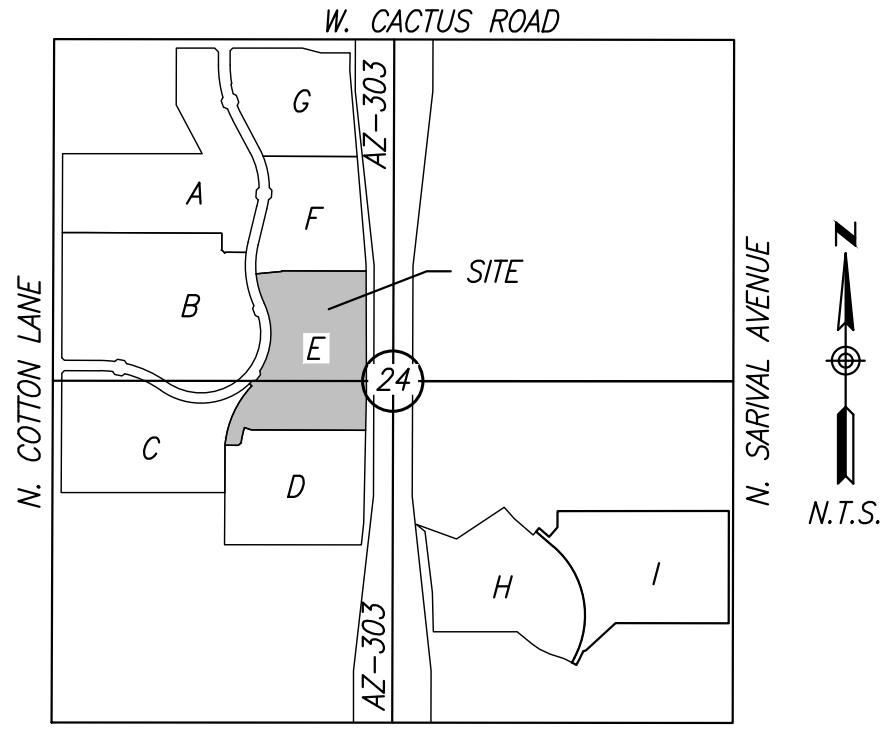
FOR

PARCEL E

PARADISI

SUBDIVISION

A PORTION OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST
SURPRISE, ARIZONA



VICINITY MAP
T3N, R2W, SEC. 24

OWNER/DEVELOPER

TAYLOR MORRISON/ARIZONA INC.
4900 N. SCOTTSDALE ROAD, SUITE 2200
SCOTTSDALE, AZ. 85251
TELEPHONE: 480-409-5516
CONTACT: ANGELA CARMITCHEL

LAND SURVEYOR

HUBBARD ENGINEERING
1201 S. ALMA SCHOOL RD. SUITE #12000
MESA, AZ 85210
PHONE: (480) 892-3313
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CIVIL ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
1001 WEST SOUTHERN AVENUE, SUITE 131
MESA, ARIZONA 85210
PHONE: (480) 207-2867
CONTACT: JASON BURM, PE

LAND PLANNER

RVI PLANNING
120 S. ASH AVE
TEMPE, AZ 85281
PHONE: (480) 994-0994
CONTACT: ALEX STEDMAN

SITE DESCRIPTION

THE PROJECT CONSISTS OF 93 SINGLE FAMILY LOTS WITHIN SURPRISE ARIZONA.

NOTES

- ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE OR MINIMUM 2.5' FROM BACK OF CURB TO FACE OF POLE.
- THE ELECTRICAL/ MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

LED NOTE

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

CITY OF SURPRISE ENGINEERS APPROVAL

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOT ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAWS OR ORDINANCES.

CITY OF SURPRISE ENGINEER DATE

STREET LIGHTING (APS AREA)															
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE						APS STANDARD CODE	
					HEIGHT	FOUNDATION		SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE		TYPE
①		LOCAL	PER PLANS	17	30'-6"	DIRECT BURY	2'-0"	25'-0"	7,810	69 W	TYPE B3	*	LED	DKBZ LED	8030.S2

*PER UTILITY COMPANY REQUIREMENTS

LIGHTING GENERAL NOTES:

- THE CONTRACTOR SHALL COMPLY WITH STATE AND COUNTY STATUTES ALONG WITH THE MANUFACTURER'S RECOMMENDATIONS. MATERIAL AND EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE CURRENT STANDARDS AND RECOMMENDATIONS OF THE NATIONAL ELECTRICAL CODE, THE NATIONAL ELECTRICAL SAFETY CODE, AND WITH LOCAL CODES WHICH APPLY. WHERE DISCREPANCIES ARISE BETWEEN CODES, THE MOST RESTRICTIVE REGULATION SHALL APPLY.
- PRIOR TO SUBMITTING A PROPOSAL, THE BIDDER SHALL EXAMINE ALL GENERAL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH HE WILL OPERATE. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN CONNECTION WITH OR ON BEHALF OF THE CONTRACTOR FOR ANY ERRORS OR NEGLIGENCE ON HIS PART.
- PRIOR TO BEGINNING ANY WORK, SECURE NECESSARY PERMITS OR CLEARANCES FROM THE AUTHORITIES HAVING JURISDICTION. PROVIDE ALL LABOR AND MATERIALS FOR A COMPLETE INSTALLATION. WORK SHALL BE EXECUTED BY EXPERIENCED ELECTRICIANS WHO ARE LICENSED IN THE JURISDICTION WHERE THE PROJECT IS LOCATED.
- PRIOR TO ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHALL VERIFY DIMENSIONS AT THE SITE AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE RESIDENT ENGINEER OR PROJECT MANAGER. THE CONTRACTOR SHALL NOT PROCEED WITH ANY WORK UNTIL THE RESIDENT ENGINEER OR PROJECT MANAGER RENDERS A DECISION. NO EXTRA CHARGES OR COMPENSATION WILL BE ALLOWED FOR THE DIFFERENCES IN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE DRAWINGS.
- THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH ALL LICENSING REQUIREMENTS SET FORTH BY THE STATE REGISTRAR OF CONTRACTORS' OFFICE TO PERFORM WORK RELATING TO STREET LIGHT INSTALLATION IN MARICOPA COUNTY.
- THE CONTRACTOR SHALL PROVIDE A UTILITY LOCATOR AND VERIFY THE ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES IN PLACE UNLESS NOTED OR SPECIFIED OTHERWISE. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
- CONTRACTOR SHALL SUBMIT FOUR (4) COPIES OF MANUFACTURER'S CERTIFIED SHOP DRAWINGS FOR EQUIPMENT TO THE RESIDENT ENGINEER OR PROJECT MANAGER FOR REVIEW PRIOR TO ORDERING EQUIPMENT OR STARTING WORK.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITION.
- CONTRACTOR SHALL STAKE ALL PROPOSED STREET LIGHT LOCATIONS AND OBTAIN APPROVAL FROM THE RESIDENT ENGINEER OR PROJECT MANAGER PRIOR TO ANY INSTALLATION ACTIVITIES.
- HOLES, CAVITIES, TRENCHES, AND DEPRESSIONS RESULTING FROM THE REMOVAL OF STRUCTURES OR OBSTRUCTIONS, EXCEPT IN AREAS TO BE EXCAVATED, SHALL BE BACKFILLED WITH SUITABLE MATERIAL WHICH SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 95% OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM D698, D-2922 AND D-3017. SURPLUS EXCAVATION MATERIALS SHALL BE LEGALLY DISPOSED OF BY THE CONTRACTOR.
- ELECTRICAL SYSTEMS SHALL BE GROUNDED AND BONDED PER ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE. PROVIDE GROUND WIRE FOR EACH PIECE OF EQUIPMENT AND FOR EACH BRANCH CIRCUIT.
- EACH STREET LIGHT POLE SHALL HAVE A 8' X 5/8" COPPER CLAD GROUND ROD DRIVEN BENEATH NEAREST PULL BOX. A #6 BARE COPPER LEAD FROM THE GROUND ROD IN PULL BOX TO LANDING LUG IN LIGHT POLE HAND HOLE IS REQUIRED.
- FOR MATERIAL INSTALLED AND/OR WORK PREFORMED PRIOR TO APPROVAL, THE CONTRACTOR SHALL BE LIABLE FOR ITS REMOVAL AND REPLACEMENT AT NO ADDITIONAL COST IF IN THE OPINION OF THE RESIDENT ENGINEER OR PROJECT MANAGER, THE MATERIAL OR EQUIPMENT DOES NOT MEET THE INTENT OF THE PLANS AND/OR SPECIFICATIONS.
- INSTALLATION OF EQUIPMENT, COMPONENTS, AND WIRING FOR ELECTRICAL SYSTEMS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE EQUIPMENT MANUFACTURER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY, STORAGE, AND HANDLING OF ALL MATERIALS AND EQUIPMENT PRIOR TO FINAL ACCEPTANCE. ANY DAMAGED MATERIAL OR EQUIPMENT SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- ALL EQUIPMENT SHALL BE "UL" LISTED. LABEL OR LISTING OF UNDERWRITER'S LABORATORIES, INC. WILL BE ACCEPTED AS EVIDENCE THAT MATERIALS OR EQUIPMENT CONFORM TO APPLICABLE STANDARDS OF THAT AGENCY.
- PRIOR TO ACCEPTANCE, THE CONTRACTOR SHALL ENERGIZE AND OPERATE THE ENTIRE LIGHTING SYSTEM, FROM SUNSET TO SUNRISE FOR TWO (2) CONSECUTIVE DAYS WITHOUT INTERRUPTION OR FAILURE. IF ANY EQUIPMENT OR MATERIAL SHOULD FAIL, IT SHALL BE REPLACED IMMEDIATELY AND RETESTED.
- THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF FINAL ACCEPTANCE, AGAINST DEFECTS IN WORKMANSHIP, FAILURE, MALFUNCTION OF MATERIALS AND/OR EQUIPMENT. THIS GUARANTEE IS TO BE IN WRITING TO THE RESIDENT ENGINEER OR PROJECT MANAGER AT THE TIME OF ISSUING FINAL ACCEPTANCE. WORK FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE OWNER.
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- STREET LIGHTS ARE REQUIRED IN THE PUBLIC RIGHT-OF-WAY. STREET LIGHT LAYOUT PLANS MUST BE PREPARED BY A PROFESSIONAL ELECTRICAL ENGINEER REGISTERED IN THE STATE OF ARIZONA. STREET LIGHT PLANS SHALL BE PREPARED IN ACCORDANCE WITH THE ANSI/IES ROADWAY LIGHTING MANUAL, THE CITY OF SURPRISE STREET LIGHTING CHECKLIST (SEE CHAPTER 9), AND ARIZONA PUBLIC SERVICE COMPANY (APS). ALL STREET LIGHTS MUST BE INSTALLED BY A QUALIFIED CONTRACTOR AND WIRED BY APS/SRP AUTHORIZED PERSONNEL. UPON APPROVAL, THE OWNER/DEVELOPER IS RESPONSIBLE TO FORWARD THE STREET LIGHT PLANS TO APS FOR DESIGN, PERMITS, AND INSTALLATION.
- QUICK DISCONNECT TYPE FUSE HOLDERS SHALL BE EQUAL TO OR BETTER THAN BUSSMAN BK/HEB-AA 30 AMP 600 VOLT THAT WILL ACCEPT THE 10 AMP THON TIME-DELAY FUSES "FNQ10", THIS CARTRIDGE FUSE SIZE IS 13/32" X 1 1/2".
- NEC APPROVED GROUNDING CLAMPS OR CADWELD FUSION BONDED CONNECTIONS SHALL BE USED FOR BONDING BARE BOND WIRE AND FOR CONNECTIONS TO GROUND RODS.
- ALL LUMINAIRES SHALL HAVE PHOTO CONTROL.

PARADISI - PARCEL E STREET LIGHT COVER SHEET

SURPRISE, ARIZONA

Kimley»Horn

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DESIGNED DGM	DRAWN DGM	CHECKED GAF
SCALE (H): N/A SCALE (V): N/A		
DATE: SEP 2020		
PROJECT NO. 191069042		
DWG. NAME 069042-SL-CV-PE.dwg		
SHEET NO. 01		
04 shts		



Exp. Date 12/31/21

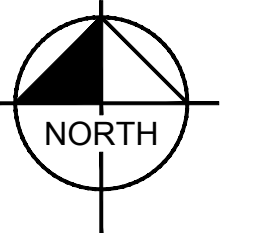
STREET LIGHTING PLAN



① FURNISH AND INSTALL 69W LED (7,810 LUMEN) DARK BRONZE LUMINAIRE (APS DET. 8153, RL42). PHOTO CELL (APS DET. 8170), 30'-6" SQUARE BROWN STEEL DIRECT BURY POLE (APS DET. 1940.30), AND 2' MAST ARM (APS DETAIL 8180.S). INSTALL (2) #14 THWN/THWN FROM LUMINAIRES TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.

② FURNISH AND INSTALL APS PULL BOX PER APS DETAIL (8655) ADJACENT TO POLE. FURNISH AND INSTALL 1" LIQUIDTIGHT FLEXIBLE CONDUIT WITH (2) #14 TYPE THWN/THWN AND (1) #14 BARE BOND CU GROUND FROM PULL BOX TO FUSE HOLDER IN POLE PER APS DETAILS AND SPECIFICATIONS.

 69W (7,810 LUMEN) LED STREET LIGHT
 APS PULL BOX
 NEW UNDERGROUND CONDUIT



SURPRISE, ARIZONA

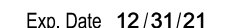
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DESIGNED DGM	DRAWN DGM	CHKD DGM
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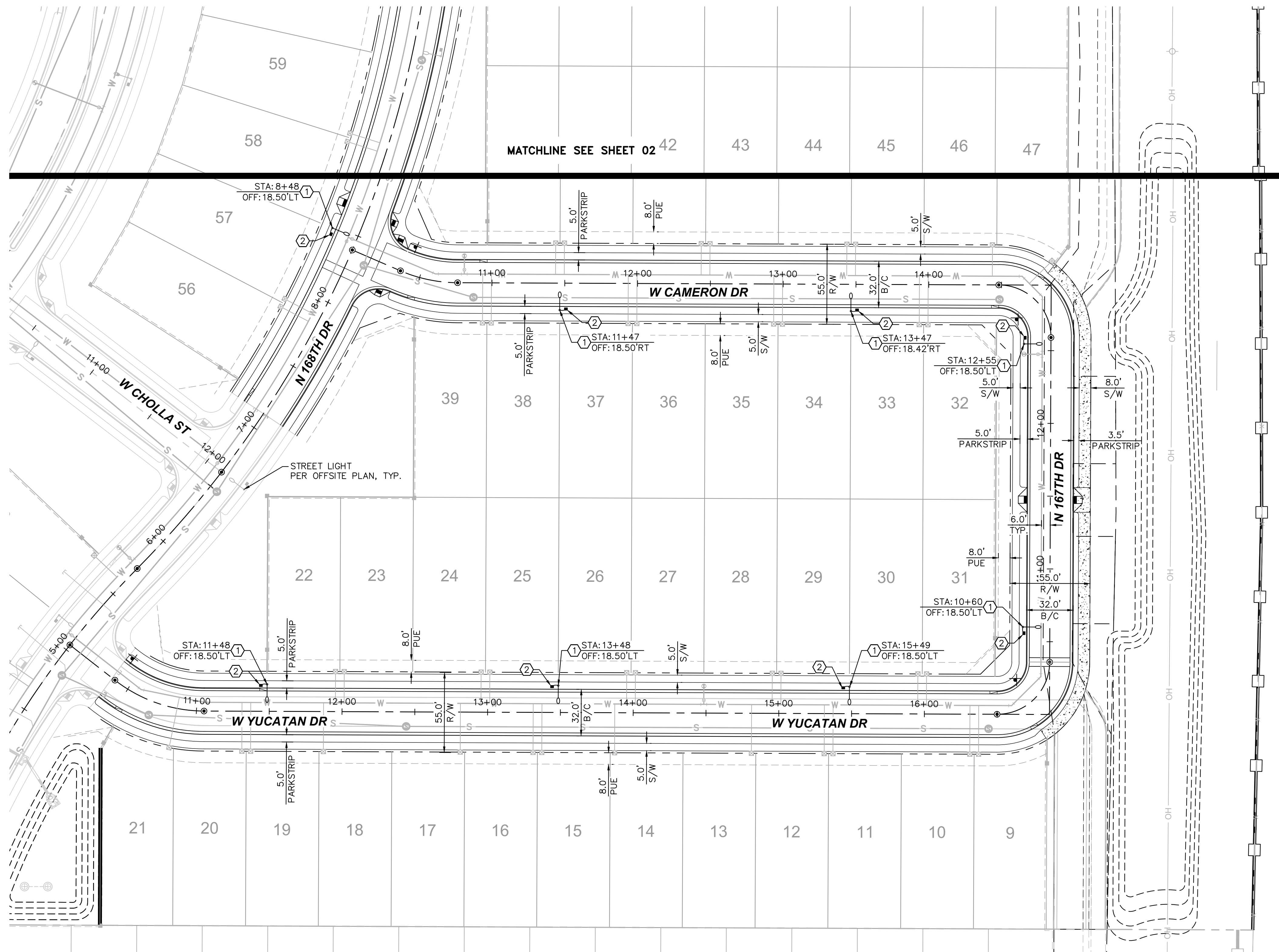
PROJECT NO.
191069042

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K:\EAV_Civil\191069042 - Sycamore Farms\CADD\Parcel E\Improvement Plans\69042-SL-PE.dwg Oct 08, 2020 Trey Farrell
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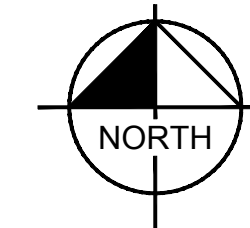
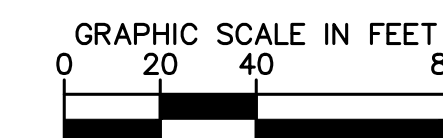


STREET LIGHT NOTES

- ① FURNISH AND INSTALL 69W LED (7,810 LUMEN) DARK BRONZE LUMINAIRE (APS DET. 8153, RL42). PHOTO CELL (APS DET. 8170), 30"–6" SQUARE BROWN STEEL DIRECT BURY POLE (APS DET. 1940.30), AND 2" MAST ARM (APS DETAIL 8180.S). INSTALL (2) #14 THHN/THWN FROM LUMINAIRES TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
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LEGEND

-  69W (7,810 LUMEN) LED STREET LIGHT
 APS PULL BOX
 NEW UNDERGROUND CONDUIT

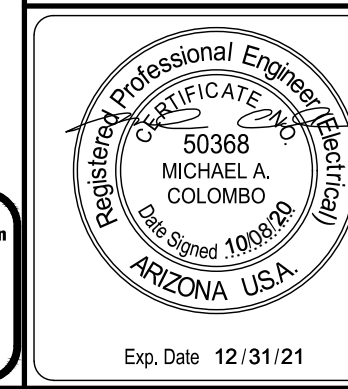


PARADISI - PARCEL E STREET LIGHT PLAN

SURPRISE, ARIZONA

Kimley»Horn

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DESIGNED DGM	DRAWN DGM	CHECKED GAF
SCALE (H): 1" = 40'		
SCALE (V): N/A		
DATE: SEP 2020		SHEET NO. 03
PROJECT NO. 191069042		
DWG. NAME 69042-SL-PE.dwg		
		of 04 sheets

Contact Arizona 811 at least two full working days before you begin excavating.

ARIZONA 811

Call 811 or click Arizona811.com

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CASE NO.: FS20-525

K:_EAV_Civil\191069042 - Sycamore Farms\CA00\Parcel F\Improvement Plans\069042-SL-CV-PF.dwg Oct 21, 2020 TreyFarrell
XREFS: K69042B1-PF K69042B1-PF K69042B1-PF K69042B1-PF K69042B1-PF K69042B1-PF K69042B1-PF K69042B1-PF K69042B1-PF K69042B1-PF
OF AND W/PERMIT RELIANCE ON THIS DOCUMENT WITHOUT WRITING AUTHORIZATION AND ASSUMPTION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

STREET LIGHT DESIGN

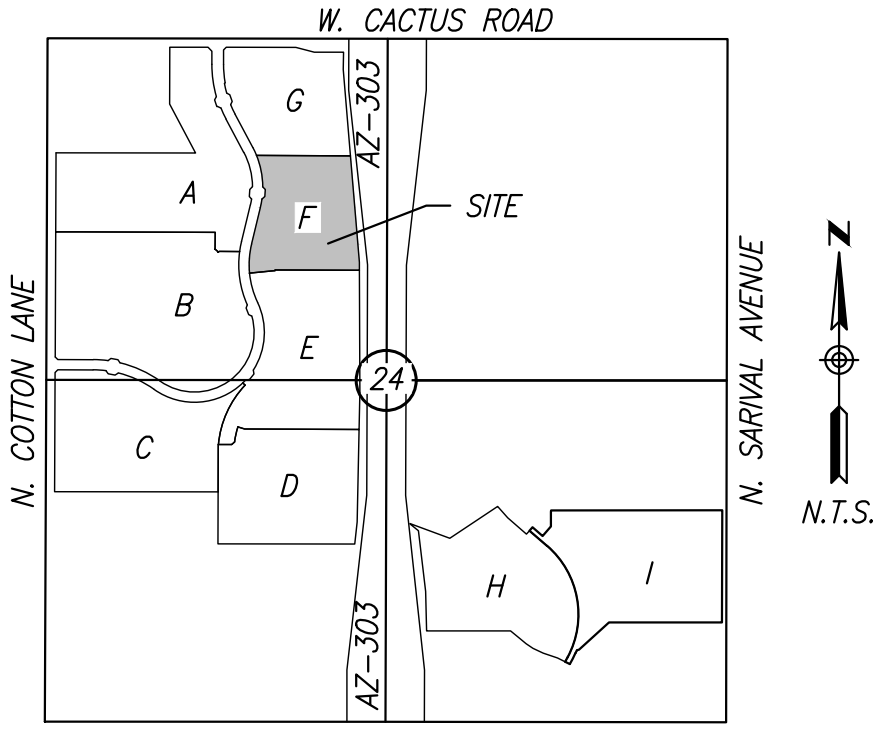
FOR

PARCEL F

PARADISI

SUBDIVISION

A PORTION OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST
SURPRISE, ARIZONA



VICINITY MAP
T3N, R2W, SEC. 24

OWNER/DEVELOPER

TAYLOR MORRISON/ARIZONA INC.
4900 N. SCOTTSDALE ROAD, SUITE 2200
SCOTTSDALE, AZ. 85251
TELEPHONE: 480-409-5516
CONTACT: ANGELA CARMITCHEL

LAND 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

CIVIL ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
1001 WEST SOUTHERN AVENUE, SUITE 131
MESA, ARIZONA 85210
PHONE: (480) 207-2667
CONTACT: JASON BURM, PE

LAND PLANNER

RVI PLANNING
120 S. ASH AVE
TEMPE, AZ 85281
PHONE: (480) 994-0994
CONTACT: ALEX STEDMAN

SITE DESCRIPTION

THE PROJECT CONSISTS OF 61 SINGLE FAMILY LOTS WITHIN SURPRISE ARIZONA.

NOTES

- ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE OR MINIMUM 2.5' FROM BACK OF CURB TO FACE OF POLE.
- THE ELECTRICAL/ MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

LED NOTE

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

CITY OF SURPRISE ENGINEERS APPROVAL

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOT ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAWS OR ORDINANCES.

CITY OF SURPRISE ENGINEER

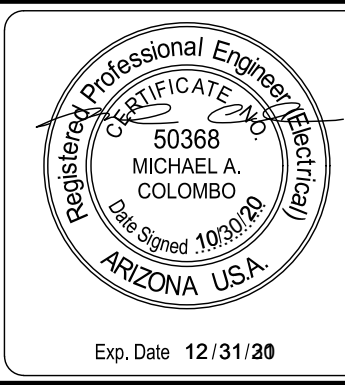
DATE

PARADISI - PARCEL F COVER SHEET

SURPRISE, ARIZONA

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DESIGNED DGM	DRAWN DGM	CHECKED GAF
SCALE (H): N/A SCALE (V): N/A		
DATE: OCT 2020		
PROJECT NO. 191069042		
DWG. NAME 069042-SL-CV-PF.dwg		
SHEET NO. 01		
03 shts		



ENGINEER'S NOTES

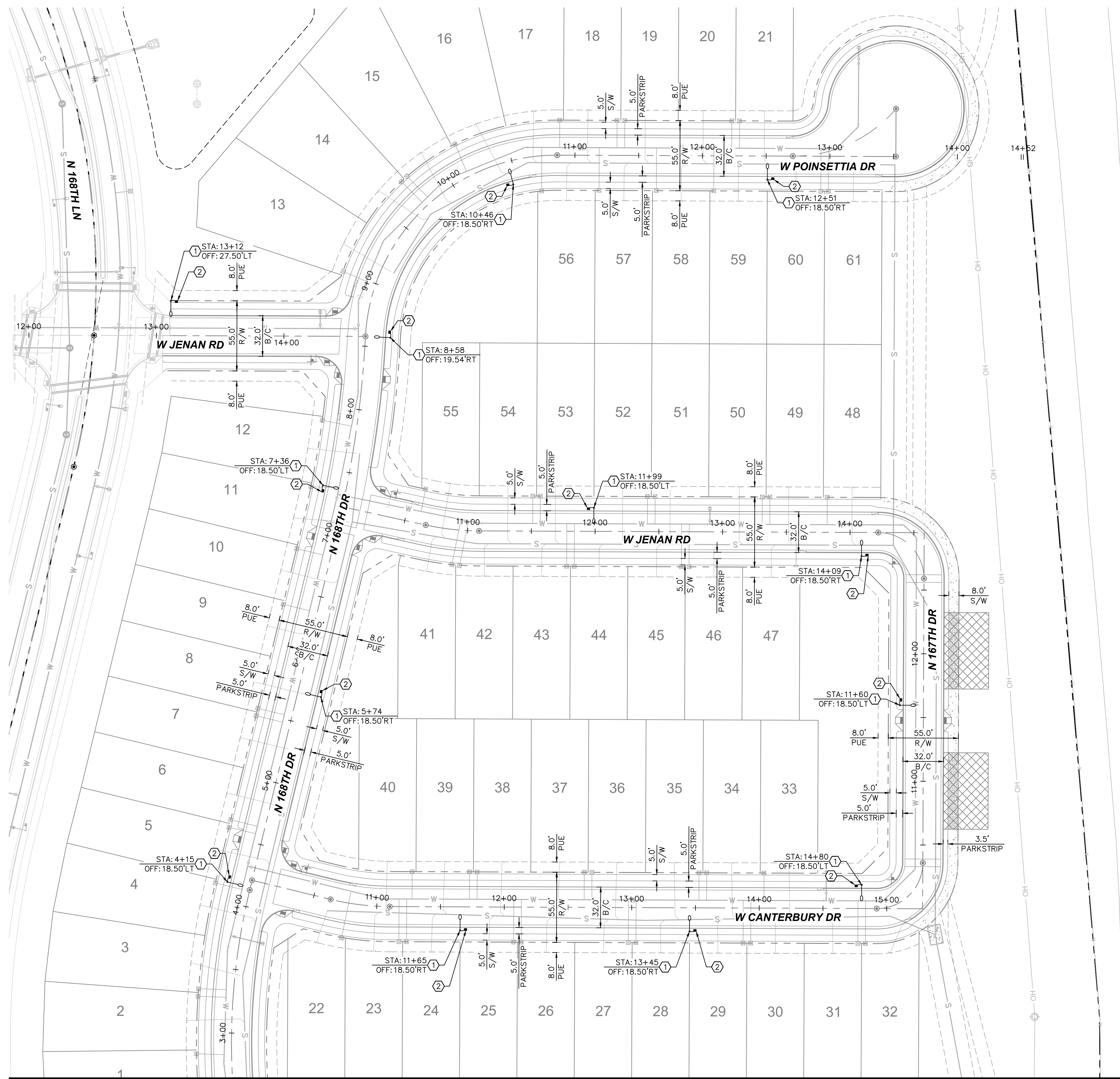
- ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
- THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.
- THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
- THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIATION FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
- THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
- ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
- THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
- NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
- ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-7000.
- TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
- PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
- EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
- THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

STREET LIGHTING (APS AREA)															
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE						APS STANDARD CODE	
					HEIGHT	FOUNDATION	SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE	TYPE		STYLE
①		LOCAL	PER PLANS	13	30'-6"	DIRECT BURY	2'-0"	25'-0"	4,800	43 W	TYPE E3	*	LED	DKBZ LED	8030.S2

*PER UTILITY COMPANY REQUIREMENTS

LIGHTING GENERAL NOTES:

- THE CONTRACTOR SHALL COMPLY WITH STATE AND COUNTY STATUTES ALONG WITH THE MANUFACTURER'S RECOMMENDATIONS. MATERIAL AND EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE CURRENT STANDARDS AND RECOMMENDATIONS OF THE NATIONAL ELECTRICAL CODE, THE NATIONAL ELECTRICAL SAFETY CODE, AND WITH LOCAL CODES WHICH APPLY. WHERE DISCREPANCIES ARISE BETWEEN CODES, THE MOST RESTRICTIVE REGULATION SHALL APPLY.
- PRIOR TO SUBMITTING A PROPOSAL, THE BIDDER SHALL EXAMINE ALL GENERAL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH HE WILL OPERATE. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN CONNECTION WITH OR ON BEHALF OF THE CONTRACTOR FOR ANY ERRORS OR NEGLIGENCE ON HIS PART.
- PRIOR TO BEGINNING ANY WORK, SECURE NECESSARY PERMITS OR CLEARANCES FROM THE AUTHORITIES HAVING JURISDICTION. PROVIDE ALL LABOR AND MATERIALS FOR A COMPLETE INSTALLATION. WORK SHALL BE EXECUTED BY EXPERIENCED ELECTRICIANS WHO ARE LICENSED IN THE JURISDICTION WHERE THE PROJECT IS LOCATED.
- PRIOR TO ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHALL VERIFY DIMENSIONS AT THE SITE AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE RESIDENT ENGINEER OR PROJECT MANAGER. THE CONTRACTOR SHALL NOT PROCEED WITH ANY WORK UNTIL THE RESIDENT ENGINEER OR PROJECT MANAGER RENDERS A DECISION. NO EXTRA CHARGES OR COMPENSATION WILL BE ALLOWED FOR THE DIFFERENCES IN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE DRAWINGS.
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- ELECTRICAL SYSTEMS SHALL BE GROUNDED AND BONDED PER ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE. PROVIDE GROUND WIRE FOR EACH PIECE OF EQUIPMENT AND FOR EACH BRANCH CIRCUIT.
- EACH STREET LIGHT POLE SHALL HAVE A 8' X 5/8" COPPER CLAD GROUND ROD DRIVEN BENEATH NEAREST PULL BOX. A #6 BARE COPPER LEAD FROM THE GROUND ROD IN PULL BOX TO LANDING LUG IN LIGHT POLE HAND HOLE IS REQUIRED.
- FOR MATERIAL INSTALLED AND/OR WORK PREFORMED PRIOR TO APPROVAL, THE CONTRACTOR SHALL BE LIABLE FOR ITS REMOVAL AND REPLACEMENT AT NO ADDITIONAL COST IF IN THE OPINION OF THE RESIDENT ENGINEER OR PROJECT MANAGER, THE MATERIAL OR EQUIPMENT DOES NOT MEET THE INTENT OF THE PLANS AND/OR SPECIFICATIONS.
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- THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF FINAL ACCEPTANCE, AGAINST DEFECTS IN WORKMANSHIP, FAILURE, MALFUNCTION OF MATERIALS AND/OR EQUIPMENT. THIS GUARANTEE IS TO BE IN WRITING TO THE RESIDENT ENGINEER OR PROJECT MANAGER AT THE TIME OF ISSUING FINAL ACCEPTANCE. WORK FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE OWNER.
- "RECORD DRAWING" REQUIREMENTS SHALL CONSIST OF RECORDING, BY THE CONTRACTOR, ANY CHANGE OR DEVIATION ON A SET OF APPROVED PLANS. PLANS SHALL BE FURNISHED TO THE INSPECTOR AT THE COMPLETION OF THE PROJECT. CONTRACTOR SHALL COORDINATE INSPECTION WITH RESIDENT ENGINEER OR PROJECT MANAGER. FINAL PAYMENT SHALL NOT BE MADE UNTIL THE AS-BUILT PRINTS ARE ACCEPTED BY THE RESIDENT ENGINEER OR PROJECT MANAGER.
- STREET LIGHTS ARE REQUIRED IN THE PUBLIC RIGHT-OF-WAY. STREET LIGHT LAYOUT PLANS MUST BE PREPARED BY A PROFESSIONAL ELECTRICAL ENGINEER REGISTERED IN THE STATE OF ARIZONA. STREET LIGHT PLANS SHALL BE PREPARED IN ACCORDANCE WITH THE ANSI/IES ROADWAY LIGHTING MANUAL, THE CITY OF SURPRISE STREET LIGHTING CHECKLIST (SEE CHAPTER 9), AND ARIZONA PUBLIC SERVICE COMPANY (APS). ALL STREET LIGHTS MUST BE INSTALLED BY A QUALIFIED CONTRACTOR AND WIRED BY APS/SRP AUTHORIZED PERSONNEL. UPON APPROVAL, THE OWNER/DEVELOPER IS RESPONSIBLE TO FORWARD THE STREET LIGHT PLANS TO APS FOR DESIGN, PERMITS, AND INSTALLATION.
- QUICK DISCONNECT TYPE FUSE HOLDERS SHALL BE EQUAL TO OR BETTER THAN BUSSMAN BK/HEB-AA 30 AMP 600 VOLT THAT WILL ACCEPT THE 10 AMP THON TIME-DELAY FUSES "FNQ10", THIS CARTRIDGE FUSE SIZE IS 13/32" X 1 1/2".
- NEC APPROVED GROUNDING CLAMPS OR CADWELD FUSION BONDED CONNECTIONS SHALL BE USED FOR BONDING BARE BOND WIRE AND FOR CONNECTIONS TO GROUND RODS.
- ALL LUMINAIRES SHALL HAVE PHOTO CONTROL.



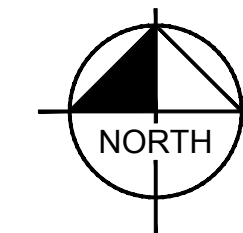
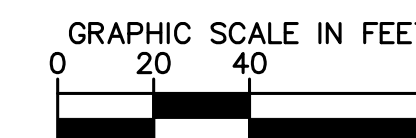
**MATCHLINE SEE PARCEL B
STREET LIGHTING PLANS**

STREET LIGHT NOTES

- ① FURNISH AND INSTALL 43W LED (4,800 LUMEN) DARK BRONZE LUMINAIRE (APS DET. 8153, RL41) PHOTO CELL (APS DET. 8170), 30"-6" SQUARE BROWN STEEL DIRECT BURY POLE (APS DET. 1940.30), AND 2" MAST ARM (APS DETAIL 8180.5). INSTALL (2) #14 THHN/THWN FROM LUMINAIRES TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
- ② FURNISH AND INSTALL APS PULL BOX PER APS DETAIL (8655) ADJACENT TO POLE. FURNISH AND INSTALL 1" LIQUIDTIGHT FLEXIBLE CONDUIT WITH (2) #14 TYPE THHN/THWN AND (1) #14 BARE BOND C. GROUND FROM PULL BOX TO FUSE HOLDER IN POLE PER APS DETAILS AND SPECIFICATIONS.

LEGEND

-  43W (4,800 LUMEN) LED STREET LIGHT
 APS PULL BOX
 NEW UNDERGROUND CONDUIT

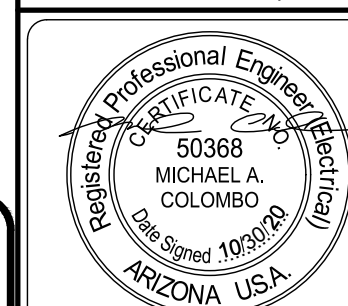


PARADISI - PARCEL F STREET LIGHT PLAN

SURPRISE, ARIZONA

Kimley»»Horro

© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
1001 West Southern Avenue, Suite 131
Mesa, Arizona 85202 (480) 207-2667



Exp. Date 12/31/2

DESIGNED DGM	DRAWN DGM	CHECKED GAF
SCALE (H): 1" = 40'		
SCALE (V): N/A		
DATE: OCT 2020		SHEET NO. 02
PROJECT NO. 191069042		
DWG. NAME 69042-SL-PF.dwg		
		of 03 sheets

LEGEND

— SITE BOUNDARY

SLID BOUNDARY

STREET LIGHT POLE
168 ESTIMATED
(MAY VARY BY ±10%)

SUBURBAN LAND
RESERVE INC
501-44-955

SECTION LINE

CACTUS ROAD

SUBURBAN LAND
RESERVE INC
501-40-958

COTTON LANE

PROPOSED BOUNDARY

MEDEMA
PRODUCE INC.
501-08-011A

PARCEL C

PARCEL B

PARCEL A

PROPOSED BOUNDARY

BEN GARCIA
501-08-022

PARCEL D

PARCEL E

PARCEL F

PARCEL 10

BEN GARCIA
501-08-027A

AZ LOOP 303

AZ LOOP 303



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 6, 2021

Contact Person: Danielle Osborne, HSCV
Administrator

Submitting Department: Human Svcs and Comm
Vitality

District: Citywide

Staff Recommendations: None

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action to formally deaccession the "Give Your Community a Hand" mural.

Motion:

I move to approve the deaccession of the "Give Your Community a Hand" mural.

Background:

In FY19, the Arts & Cultural Advisory Commission deemed maintenance of existing public art installations to be a priority. Assessments of the city's public art inventory have been conducted by members of the Commission, City staff, and original artists.

A review by WHAM Art Association - the original art organization responsible for the creation and installation of the piece - determined that the tile pieces were damaged beyond value, and were no longer deemed salvageable.

At the recommendation of City staff and WHAM, the Surprise Arts & Cultural Advisory Commission recommended the deaccession of the "Give Your Community a Hand" art piece at their March 1, 2021 meeting. This item has been placed on the agenda to seek final approval by the Surprise City Council.

Objective Analysis:

The mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community.

Policy Compliant:

This item is City and Council policy compliant.

Financial Impact:

There is no financial impact associated with this item.

Budget Impact:

There is no budget impact associated with this item.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

1. Council Request for Deaccession - Give Your Community a Hand
-

Request for Deaccession

Date: April 6, 2021

To: Mayor & City Council

From: Danielle Osborne, HSCV Administrator

CC: Arts & Cultural Advisory Commission, Seth Dyson, HSCV Director, Eric Boyles, Procurement Manager, Hobie Wingard, Assistant City Attorney, Deb Perry, Financial Analyst – Sr., Karina Caraveo, Administrative Specialist

Re: “Give Your Community a Hand” Mosaic

Background:

Over the course of Fiscal Year 2018, and in response to the adoption of the Surprise Public Art Policies & Procedures Guide (SPAPPG), the Surprise Arts & Cultural Advisory Commission (SACAC) opted to pursue maintenance assessments on all pieces of public art in the city’s inventory. A particular piece of concern, the “Give Your Community a Hand” mosaic was assigned a designation of “somewhat urgent” for repair or remedy.

The mosaic comprised of multiple ceramic tiles focused on creative handprints, and designed by various members of the community. These tiles were then pieced together to create the full mosaic, titled “Give Your Community a Hand.” The tiles were secured to a wooden board, which was bolted to a wall adjacent to the Parks & Recreation (formerly Community & Recreation Services) administrative office. The piece of art and the installation process was commissioned by the City and conducted by a local non-profit organization, WHAM Arts Association.

Assessment:

In recent years, the mosaic had seen wear and tear due to water damage caused by a sprinkler system on the adjacent lawn. Parks & Recreation staff reported multiple instances of members of the public turning in tiles that had fallen onto the ground due to their weakened state. Additionally, the wall on which the mosaic was installed contains

an operating well system, and the moisture produced by the system was determined to cause the most substantial damage to the piece by rotting the wooden board, and causing rust and weakening to the bolts securing the entire piece. Maintenance staff made multiple attempts to re-adhere the tiles, but the continuous water damage caused ongoing recurrences of this issue. Throughout the assessment and removal, it was determined by WHAM that the security of the art piece could no longer be guaranteed due to the ongoing water damage.

Previous Actions:

At the March 4, 2019 SACAC meeting, the commission approved the removal of “Give Your Community a Hand.” WHAM performed the removal, and the remaining salvageable tiles were placed into storage in City Hall. Pending budget availability, the SACAC expressed a desire to re-install the mosaic in a new, more favorable location. After some discussions, staff recommended the western-facing wall of the Dreamcatcher Park facility, to which the SACAC agreed. Staff was asked to pursue an estimated cost for installation from WHAM. Additionally, WHAM was provided a selection of tiles to review at their facility in order to create an action plan for installation.

At the January 11, 2021 SACAC meeting, WHAM Executive Director Connie Whitlock spoke to the commission about the extent of the damage on the selected tiles. On appearance, the tiles looked as though they could be re-installed, however some trial work proved that a great amount of labor would need to go into saving the tiles. Ms. Whitlock asked to review the remaining tiles to ensure that all opportunities for restoration were reviewed. On February 2, 2021, a panel of three commissioners met with staff and Ms. Whitlock to review the tiles, and determined that they were all damaged beyond repair.

Criteria for Deaccession:

The SPAPPG process for deaccession of artwork requires a written request for deaccession review from staff. The artwork is being recommended for deaccession based on the following criteria (derived from the SPAPPG, Chapter IV, Section B):

- (a) The condition or security of the artwork cannot be reasonable guaranteed.
- (b) The artwork requires excessive maintenance or conservation work or has faults of design or workmanship to the extent that the repair or remedy is impractical or infeasible.

- (c) The artwork has been damaged or has deteriorated beyond the point where repair is practical or feasible.
- (g) There has been sustained and overwhelming public objection to the artwork over a five-year period.
- (h) The City wishes to replace the artwork with a work of more significance by the same artist.

The following are additional considerations for discussion of this request:

Estimated current value: \$0

Initial acquisition method and cost: \$2,000 via agreement between WHAM and CRS Department. The tiles were created by community stakeholders of varying capacities throughout multiple events. No targeted advertisement or other means of prominence were used to promote the creation of this artwork.

First right of refusal: Connie Whitlock, WHAM Executive Director has granted permission to the city to dispose of the piece as deemed appropriate.

Next Steps:

At their March 1, 2021 regular meeting, the SACAC reviewed the deaccession report and unanimously voted to recommend formal deaccession of the mural. The request has been forwarded to the City Council for final action.

If deaccession is approved, city staff will proceed with deaccession of the piece in accordance with the SPAPPG and applicable law. Any destruction of deaccessioned works will be at City expense.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 6, 2021
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Kristin Tytler
District: Citywide

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

Agenda Wording:

Consideration and action authorizing the Mayor and Council to approve an Intergovernmental Agreement between the City of Surprise and Maricopa County Department of Transportation (MCDOT) to perform routine or emergency roadway maintenance services through the Entente Program. Resolution 2021-42.

Motion:

I move to approve Resolution No. 2021-42.

Background:

The City of Surprise and Maricopa Department of Transportation (MCDOT) desire to continue a cooperative highway maintenance program whereby routine or emergency highway maintenance is performed more efficiently. The Entente Program is designed to look beyond jurisdictional or geographical boundaries and instead focus on the maintenance task needed and the availability of resources. The Entente Program is a method of providing goods and services to each Party by entering into temporary Letter of Agreements (LOA). The Parties desire to authorize the County Transportation Director and the City Manager, or designee to enter into separate LOA, for each routine or emergency highway maintenance project. Examples of routine or emergency highway maintenance projects include grading, sweeping, surface treatments/seal coats, signage, striping, debris removal, material hauling, fence repair, storm drain/culvert repair, barricading, pothole repair, equipment exchange, concrete repair, weed control and graffiti. Per fiscal year, the total of the LOAs will not exceed \$250,000 and will be in accordance with the City's procurement policies. The City Manager or designee shall ensure that sufficient financing is available prior to entering into a LOA.

Objective Analysis:

This IGA will continue to promote cooperation between two agencies.

Policy Compliant:

This item is policy compliant.

Financial Impact:

If approved the Entente Program, Letter of Agreement (LOA) is anticipated to not exceed \$250,000 per fiscal year.

Budget Impact:

If approved the Entente Program, Letter of Agreement (LOA) maximum expenses of \$250,000 per fiscal year are included in the council approved annual budget.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_RES 2021-42 MCDOT Entente Agreement-finalwith atts
-

RESOLUTION # 2021-42

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PERFORM ROUTINE OR EMERGENCY ROADWAY MAINTENANCE SERVICES THROUGH THE ENTENTE PROGRAM.

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

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to provide joint services for the routine maintenance or emergency maintenance of roads;

WHEREAS, each maintenance project will require separate Letters of Agreements, and

WHEREAS, no additional capital expenditure is required for the services.

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

Section 1. The Intergovernmental Agreement between the City of Surprise and Maricopa County, attached as Exhibit A, is approved.

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

APPROVED AND ADOPTED this ____ day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY

**INTERGOVERNMENTAL AGREEMENT BETWEEN
MARICOPA COUNTY AND THE CITY OF SURPRISE
FOR THE EXCHANGE OF SERVICES (ENTENTE)
(C-64-21- _____ -M-00)**

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

STATUTORY AUTHORIZATION

1. The County is authorized, pursuant to A.R.S. §11-251 and §§28-6701 *et seq.*, to layout, maintain, control and manage public roads within the County.
2. Public agencies are authorized, pursuant to, A.R.S. §§11-951 *et seq.*, to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. The City is authorized, pursuant to A.R.S. §§9-240 and §9-276 *et seq.*, to layout and establish, regulate and improve streets within the City, and to enter into this Agreement.

BACKGROUND

4. The Parties desire to develop and implement a cooperative highway improvement program whereby routine or emergency highway maintenance will be implemented more efficiently (**Entente Program**). The Entente Program is designed to focus on the maintenance task needed and the availability of resources. The Entente Program is a method of providing goods and services to each Party by entering into temporary Letters of Agreement (**LOA** or **LOAs**). The Parties desire to authorize the County Transportation Director, or their designee, and the City Manager, or their designee, to enter into separate LOAs for each routine or emergency highway maintenance project.

PURPOSE OF THE AGREEMENT

5. The purpose of this Agreement is to establish procedures to authorize the County Transportation Director, or their designee, and the City Manager, or their designee, to enter into LOAs to exchange goods or services between each Party in order to perform routine or emergency highway maintenance services.
6. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and remain in full force and effect until it is terminated by either Party. Any Party may terminate this Agreement for any reason upon furnishing the other Party with a written notice at least thirty (30) days prior to the effective termination date.

TERMS OF THE LOA

7. Each LOA will describe the routine or emergency highway maintenance project and the goods or services that are being exchanged between the Parties. If applicable, the LOA will also state the amount of reimbursement owed to the other Party if the value of goods or services exchanged is not of equal value; provided, however, the total aggregate reimbursement that is in excess of the value of the goods or services received for all LOAs entered into pursuant to this Agreement shall not exceed \$250,000 per fiscal year.
8. After the Parties enter into an LOA, if there are unexpected or unforeseen costs that cause the value of the goods or services exchanged to become unequal or add to the amount of reimbursement for that LOA, the Parties shall amend the LOA, in writing; provided, however, that the additional reimbursement shall not cause the total aggregate reimbursement for all LOAs to exceed \$250,000 per fiscal year.
9. Prior to any work being performed under an LOA by either the County or the City, or within a reasonable time thereafter not to exceed thirty (30) days, payment shall be remitted to the owed Party for the project work to be done pursuant to the LOA.
10. All routine or emergency highway maintenance projects shall be performed in accordance with "Uniform Standard Specifications for Public Works Construction," current edition/revisions as of the date of each LOA and the "Uniform Standard Details for Public Works Construction," current edition/revisions as of the date of each LOA which are sponsored and distributed by the Maricopa Association of Governments (MAG) and any amendments or supplements adopted by the County and City, as applicable.

11. All routine or emergency highway maintenance projects shall be performed with existing resources, and nothing in this Agreement shall be construed as committing the Parties to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses not expressly set forth in this Agreement, or an LOA.
12. Nothing in any LOA shall be interpreted to enlarge or expand the County's or the City's authority.

TERMS OF THE AGREEMENT

13. Responsibilities of the County:

- 13.1 The County Transportation Director, or their designee, may select routine or emergency highway maintenance projects suitable for an LOA and enter into LOAs with the City for the exchange of goods or services for highway maintenance projects. If the value of County provided goods or services exchanged with the City is less than the value of goods and services provided by the City, the County shall remit to the City the difference in value, provided that the total aggregate reimbursement to the City for all LOAs will not exceed \$250,000 per fiscal year.
- 13.2 The County shall remit to the City any sums due to the City for its contribution of goods and services the value of which exceed the value of goods and services provided by the County, less any overpayments previously remitted, within 30 days of receipt of an itemized statement from the City or pursuant to the terms of the LOA.
- 13.3 The County shall complete each routine or emergency highway maintenance project, such as those generally outlined in Exhibit A, which is attached to this Agreement and incorporated into this Agreement by reference, in accordance with the County's procurement code and policies and the "Uniform Standard Specifications for Public Works Construction," current edition/revisions as of the date of each LOA and the "Uniform Standard Details for Public Works Construction," current edition/revisions as of the date of each LOA which are sponsored and distributed by the Maricopa Association of Governments (MAG) and any amendments or supplements adopted by the County.
- 13.4 Prior to the end of every fiscal year of the County, the County shall provide the City a statement of services performed by the County pursuant to an executed LOA (**County Statement**). The County Statement shall also include an itemization of any and all costs owed to the County by the City and an invoice for any outstanding costs. The County's fiscal year ends June 30th.

- 13.5 The County shall permit the City to inspect the routine or emergency highway maintenance projects undertaken by the County on behalf of the City and pursuant to an LOA. If the City reasonably believes the project is not being conducted by the County in conformance with the LOA, or the City reasonably believes that that project has not been undertaken and conducted in a good and workmanlike manner, the County shall correct or re-perform it, as necessary, to the reasonable satisfaction of the City.

14. Responsibilities of the City:

- 14.1 The City Manager or designee may select routine or emergency highway maintenance projects suitable for an LOA and to enter into LOAs with the County for the exchange of goods and services for highway maintenance projects. If the value of City provided goods or services exchanged with the County is less than the value of goods and services provided by the County, the City shall remit to the County the difference in value, provided that , the total aggregate reimbursement to the County for all LOAs will not exceed \$250,000 per fiscal year.
- 14.2 The City shall remit to the County any sums due to the County for its contribution of goods and services the value of which exceed the value of goods and services provided by the City, less any overpayments previously remitted, within 30 days of receipt of an itemized statement from the County or pursuant to the terms of the LOA.
- 14.3 The City shall complete each routine or emergency highway maintenance project, such as those generally outlined in Exhibit A, in accordance with the City's procurement code and policies and the "Uniform Standard Specifications for Public Works Construction," current edition/revisions as of the date of each LOA and the "Uniform Standard Details for Public Works Construction," current edition/revisions as of the date of each LOA which are sponsored and distributed by the Maricopa Association of Governments (MAG) and any amendments or supplements adopted by the City.
- 14.4 Prior to the end of every fiscal year of the County, the City shall provide the County a statement of services performed by the City pursuant to an executed LOA (**City Statement**). The City Statement shall also include an itemization of any and all costs owed to the City by the County and an invoice for any outstanding costs. The City's fiscal year ends June 30th.
- 14.5 The City shall permit the County to inspect the routine or emergency highway maintenance projects undertaken by the City on behalf of the County and pursuant to an LOA. If the County reasonably believes the project is not being conducted by the City in conformance with the LOA, or

the County reasonably believes that that project has not been undertaken and conducted in a good and workmanlike manner, the City shall correct or re-perform it, as necessary, to the reasonable satisfaction of the County.

15. Each Party will maintain a record of the goods and services exchanged over the life of the Agreement. For the purposes of calculating the \$250,000 fiscal year limit, the total aggregate reimbursement made by one Party to the other Party will not be offset by the value of the goods or services received.

MANNER OF FINANCING

16. The County and the City shall budget, finance and bear the expense of each LOA separately. The County Transportation Director and the City designee shall ensure that sufficient financing is available prior to entering into an LOA.

GENERAL TERMS AND CONDITIONS

17. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will indemnify, defend and save the other Parties harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the negligent performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been caused or contributed to by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.
18. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.
19. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:
 - 19.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A), and shall keep a record of the

verification for the duration of the employee's employment or at least three (3) years, whichever is longer.

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

22. All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 West Durango Street
Phoenix, Arizona 85009

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

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

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

28. This Agreement and all Exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.
29. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
30. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
31. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
32. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.
33. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term "day" as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.
34. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

35. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
36. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.
37. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
38. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

MARICOPA COUNTY

Recommended by:

Jennifer Toth, P.E. Date
Transportation Director

Approved and Accepted by:

Clint Hickman, Chairman Date
Board of Supervisors

Attest by:

Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. 11 952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

Deputy County Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF SURPRISE

Recommended by:

Michael T. Frazier Date
City Manager

Approved and Accepted by:

Skip Hall Date
City Mayor

Attest by:

Sherry Ann Aguilar Date
City Clerk

APPROVAL OF CITY ATTORNEY

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

City Attorney Date

EXHIBIT A

Road-Related Tasks:

- a. Grading
- b. Sweeping
- c. Surface Treatment/Seal Coats
- d. Signage
- e. Striping
- f. Debris Removal
- g. Material Hauling
- h. Fence Repair
- i. Storm Drain/Culvert Repair
- j. Barricading
- k. Pothole Repair
- l. Signal Maintenance
- m. Equipment Exchange
- n. Concrete Repair
- o. Bridge Repairs
- p. Storm Repairs
- q. Guardrail Repairs
- s. Training



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 6, 2021
Submitting Department: Public Works
Staff Recommendations: None

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

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

Consideration and action to enlarge an existing lighting improvement district pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks for the SU-TieraVrdeEast185; Resolution No. 2021-39.

Motion:

I move to approve Resolution No. 2021-39

Background:

SU-TieraVrdeEast185 was formed in June 2, 2020 (Resolution 2020-48). Since the time of formation, new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcels and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed street light improvement district enlargement contains the signatures of all of the real property owners in the enlargement area of the district, exclusive of mortgages and other lien holders. 72 (estimated) new lights are proposed within this enlargement which are local and collector roads and will be billed to the SU-TieraVrdeEast185 SLID. There will also be 15 new lights on an arterial road that will be billed to the City's SLID account.

Objective Analysis:

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

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

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

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Res 2021-39-SLID Enlargement 2021 TVW FS17-266-Final
 2. 02 SLID Petition Tierra Verde West FS17-266
 3. 03 Streetlight Plans Tierra Verde West FS17-266 Offsite
 4. 03 Streetlight Plans Tierra Verde West FS17-266 Onsite
-

RESOLUTION #2021-39

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA *SU-TIERRAVRDEEAST185* AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on June 2, 2020 the Mayor and City Council of the City of Surprise adopted Resolution No. 2020-048, ordering the formation of the City of Surprise, Arizona *SU-TierraVrdeEast185* (the "District") for the purpose of purchasing electricity for the lighting of the public streets and parks within the District;

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

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

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

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

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

Section 1. *District Enlargement.* The City of Surprise, Arizona *SU-TierraVrdeEast185*, shall be enlarged by the addition of the property described in Exhibit A and Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2021/2022 will apply to the District as enlarged by this Resolution.

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

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

APPROVED AND ADOPTED this ____ day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

Legal Description



ONE COMPANY.
INFINITE SOLUTIONS.

EXHIBIT "A"
LEGAL DESCRIPTION
STREETLIGHT IMPROVEMENT DISTRICT
TIERRA VERDE WEST

A PORTION OF SECTION 5, 6, 7 AND 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY (G&SRBM), ARIZONA,

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM CAP STAMPED 2003, LS 25832 ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 6 AND THE WEST QUARTER CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, G&SRBM, FROM WHICH A FOUND IRON PIPE NO TAG ACCEPTED AS THE CENTER OF SAID SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, G&SRBM, THEREOF BEARS N89°48'18"W A DISTANCE OF 2632.78 FEET;

THENCE, ALONG THE COMMON LINE BETWEEN SAID SECTION 6 AND 5, S00°08'48"W A DISTANCE OF 1319.71 FEET TO THE **POINT OF BEGINNING**.

THENCE, S00°08'48"W A DISTANCE OF 1319.93 FEET, TO A POINT BEING THE SOUTHWEST CORNER OF SAID SECTION 6 AND THE SOUTHEAST CORNER OF SAID SECTION 5;

THENCE, ALONG THE SOUTH LINE OF SAID SECTION 5, S89°37'34"E A DISTANCE OF 2624.51 FEET, TO A POINT BEING THE SOUTH QUARTER CORNER OF SAID SECTION 5;

THENCE, S00°01'59"W A DISTANCE OF 92.00 FEET;

THENCE, N89°37'34"W A DISTANCE OF 2624.12 FEET, TO A POINT ON THE COMMON LINE BETWEEN SECTION 8 AND 7, TOWNSHIP 4 NORTH, RANGE 1 WEST G&SRBM;

THENCE, N89°44'45"W A DISTANCE OF 2626.17 FEET;

THENCE, N00°00'15"W A DISTANCE OF 1410.10 FEET;

THENCE, S89°47'09"E A DISTANCE OF 2629.31 FEET TO THE **POINT OF BEGINNING**.



ONE COMPANY.
INFINITE SOLUTIONS.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 3,948,822 SQUARE FEET OR 90.652 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

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

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 16000368
MARCH 2ND, 2021

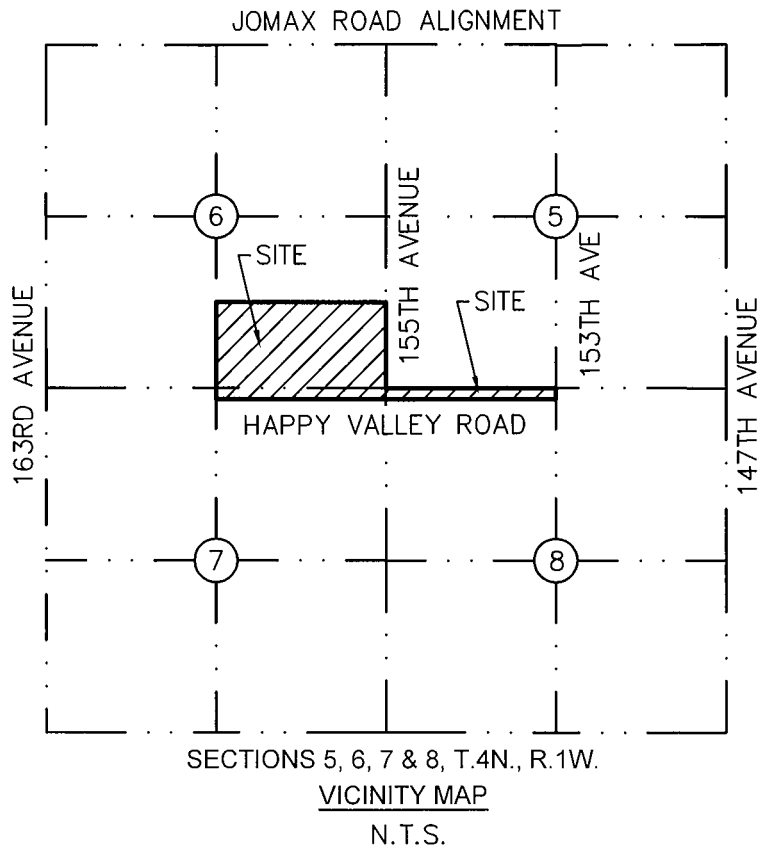


A handwritten signature in dark ink, appearing to be "James G. Spring", written over the bottom right portion of the professional seal.

EXHIBIT B

Map

EXHIBIT "A"
STREET LIGHT IMPROVEMENT DISTRICT
TIERRA VERDE WEST



JOB #16000368-SHEET 3 OF 4

03-02-2021

STREET LIGHT IMPROVEMENT DISTRICT
TIERRA VERDE WEST
CITY OF SURPRISE, ARIZONA

EXHIBIT "A"
STREET LIGHT IMPROVEMENT DISTRICT
TIERRA VERDE WEST

SEC COR NOTE (1) EAST 1/4 SEC. 6,
T.4N., R.1W. & WEST 1/4 SEC. 5, T.4N.,
R.1W. FND ALUM CAP STAMPED 2003,
LS 25832 (POC)

SEC COR NOTE (2) SE COR SEC. 6, T.4N.,
R.1W. & SW COR SEC. 5, T.4N., R.1W.
FND ALUM CAP STAMPED, LS 36562

SEC COR NOTE (3) S 1/4 COR SEC. 5,
T.4N., R.1W. FND ALUM CAP STAMPED, 1/4,
5/6, 2003 LS 36562

BASIS OF BEARING

N89°48'18"W 2632.78'

SEC COR NOTE (1)

CENTER OF SEC. 6,
T.4N., R.1W.
FOUND IRON PIPE
NO TAG

S89°47'09"E 2629.31'

P.O.B.

159TH LANE

Scale: 1"=800'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00°08'48"W	1319.71'
L2	S00°08'48"W	1319.93'
L3	S00°01'59"W	92.00'
L4	N00°00'15"W	1410.10'

FUTURE TIERRA
VERDE EAST

SEC COR NOTE (3)

SECTION 5

S89°37'34"E 2624.51'

N89°37'34"W 2624.12'

HAPPY VALLEY ROAD

SECTION 8

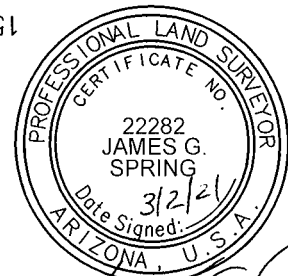
SECTION 6

SEC COR NOTE (2)

N89°44'45"W 2626.17'

HAPPY VALLEY ROAD

SECTION 7



JOB #16000368-SHEET 4 OF 4

03-02-2021

STREET LIGHT IMPROVEMENT DISTRICT
TIERRA VERDE WEST
CITY OF SURPRISE, ARIZONA

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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

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

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

SU-TierraVrdeEast185

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Forestar (USA) Real Estate Group Inc., Brain Konderik	Portion of SW1/4 of Section 6, T2N, R1W	503-55-015B 503-55-015A	

Brian Konderik
Division President
Forestar (USA) Real Estate Group, Inc.



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

AVAILABILITY

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

DESCRIPTION

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

TIME PERIODS

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

CHARGES

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

I. FIXTURES (Includes Mounting Arm, if Applicable)

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



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

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



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

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



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

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

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



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

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

NOTES:

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



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

II. POLES

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



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

II POLES (cont)

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

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

III. ANCHOR BASE

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



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

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

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

V. DETERMINATION OF CHARGES FOR NEW EQUIPMENT

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

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



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

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

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

TRIP CHARGE

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

ADJUSTMENTS

The bill will include the following adjustments:

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

SERVICE DETAILS

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



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

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

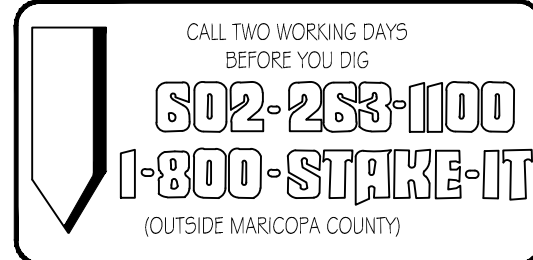
ENGINEERS NOTES

- A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
- PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES, IF ANY. NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OF RELATIVE.
- THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
- THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
- NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
- THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK, THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED. IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
- AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
- GTR ENGINEERING LLC., ITS OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
- SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

CITY OF SURPRISE NOTES

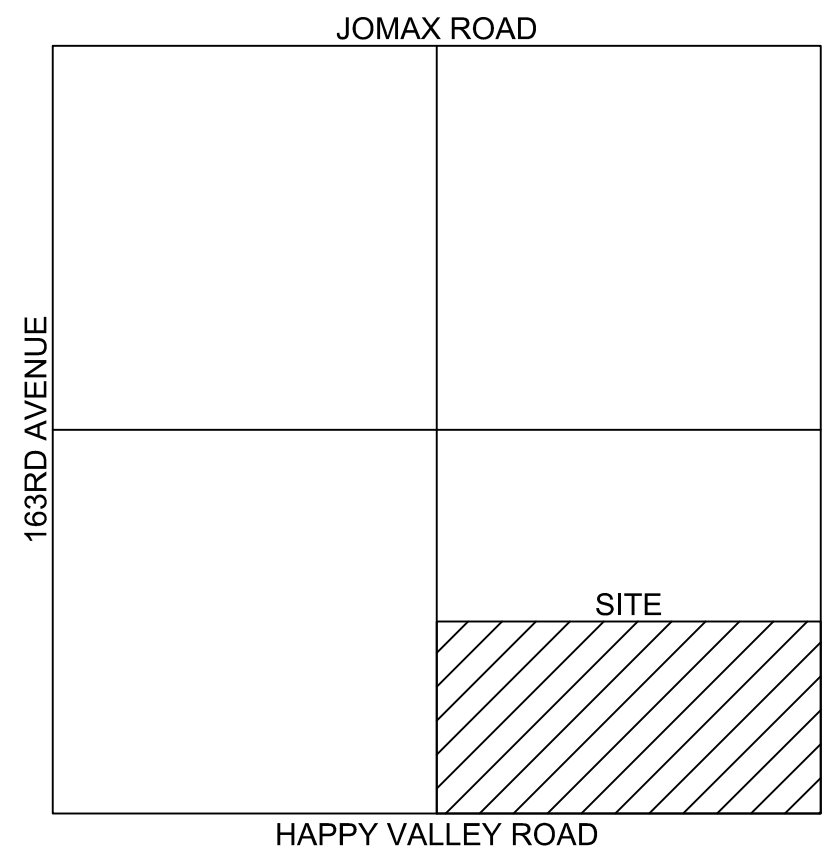
- ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
- THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT BLUE STAKE LAWS. CALL BLUE STAKE FOR FIELD LOCATION AT (602) 263-1100.
- THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT (623) 222-6150.
- THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
- THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
- ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
- THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTORS EXPENSE.
- NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
- ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT (623) 222-7000.
- TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
- PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
- EMERGENCY VEHICLE ACCESS (E.V.A) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
- THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

TIERRA VERDE WEST OFFSITE
STREETLIGHT PLANS
SURPRISE, ARIZONA
A PART OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA



INDEX
1 ~ COVER SHEET
2 ~ STREET LIGHT LAYOUT
3 ~ STREET LIGHT LAYOUT
4 ~ STREET LIGHT LAYOUT
5 ~ STREET LIGHT LAYOUT
6 ~ PHOTOMETRICS
7 ~ PHOTOMETRICS
8 ~ PHOTOMETRICS
9 ~ PHOTOMETRICS

VICINITY MAP



108W LED
(APS 8030)
DETAIL 1A

- GROUND ATTACHMENT
- ROD COPPERCLAD GRD., 5/8" x 8"
- #14 BARE SOLID COPPER

157W LED
(APS 8030)
DETAIL 1B

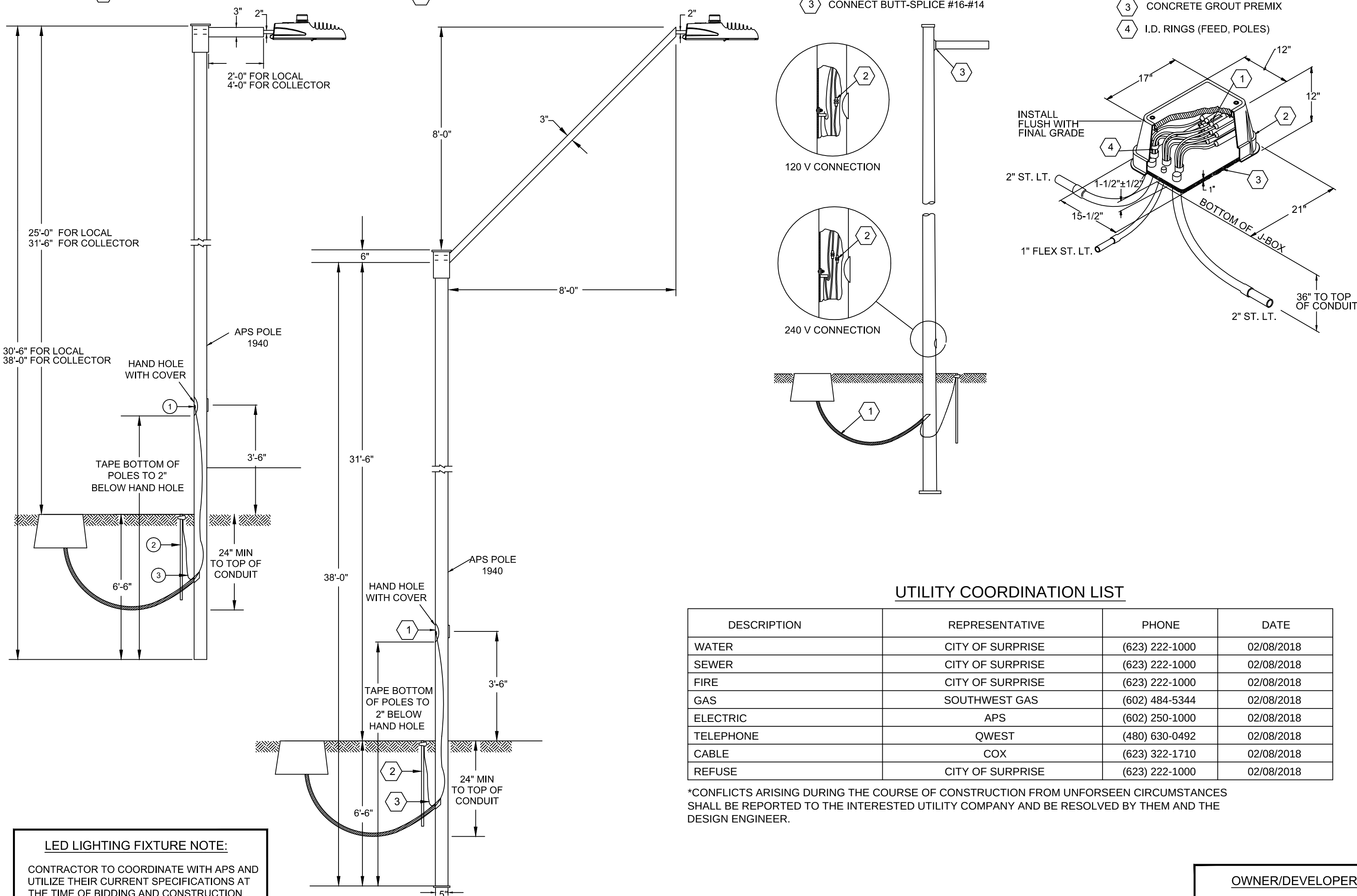
- GROUND ATTACHMENT
- ROD COPPERCLAD GRD., 5/8" x 8"
- #14 BARE SOLID COPPER

(APS 8130)
DETAIL 2

- TO BE USED IN CONJUNCTION WITH LED STREET LIGHTS AS SHOWN IN DETAILS #1A & 1B
- 1" FLEX CONDUIT
- IN-LINE FUSE HOLDER WITH 15AMP FUSE
- CONNECT BUTT-SPLICE #16-#14

(APS 8655)
DETAIL 3

- TO BE USED IN CONJUNCTION WITH LED STREET LIGHTS AS SHOWN IN DETAILS #1A & 1B
- SET SCREW INSULATED JUNCTION BAR
- JUNCTION BOX 10"x15"x12"
- CONCRETE GROUT PREMIX
- I.D. RINGS (FEED, POLES)



UTILITY COORDINATION LIST

DESCRIPTION	REPRESENTATIVE	PHONE	DATE
WATER	CITY OF SURPRISE	(623) 222-1000	02/08/2018
SEWER	CITY OF SURPRISE	(623) 222-1000	02/08/2018
FIRE	CITY OF SURPRISE	(623) 222-1000	02/08/2018
GAS	SOUTHWEST GAS	(602) 484-5344	02/08/2018
ELECTRIC	APS	(602) 250-1000	02/08/2018
TELEPHONE	QWEST	(480) 630-0492	02/08/2018
CABLE	COX	(623) 322-1710	02/08/2018
REFUSE	CITY OF SURPRISE	(623) 222-1000	02/08/2018

*CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORSEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

OWNER/DEVELOPER
TIERRA VERDE 2015, LLC
6909 E. MAIN STREET
SCOTTSDALE, ARIZONA 85251
PHONE: (480) 285-3061
CONTACT: MARK VOIGT

CIVIL ENGINEER
ATWELL
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PHONE: (480) 218-8831
CONTACT: TED NORTHROP

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

12/16/2020
CITY OF SURPRISE ENGINEER

SURPRISE ARIZONA
TIERRA VERDE WEST OFFSITE
COVER SHEET
STREET LIGHT PLANS

GTR ENGINEERING
GTRENGINEERING.COM

CIVIL ENGINEER
29352
JADE GOULD
05-10-18

REVISIONS

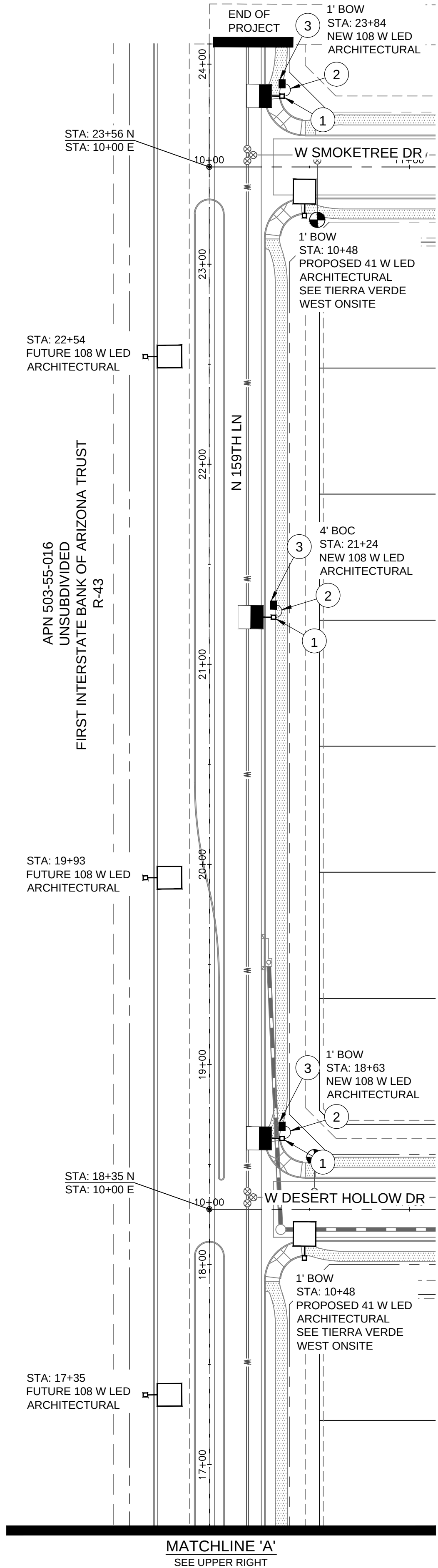
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1	CIVIL BASE FILE	SH	05-10-18

SHEET
1 OF 9

GTR Contact: Doug Horning
GTR Project #: 17SP2130A

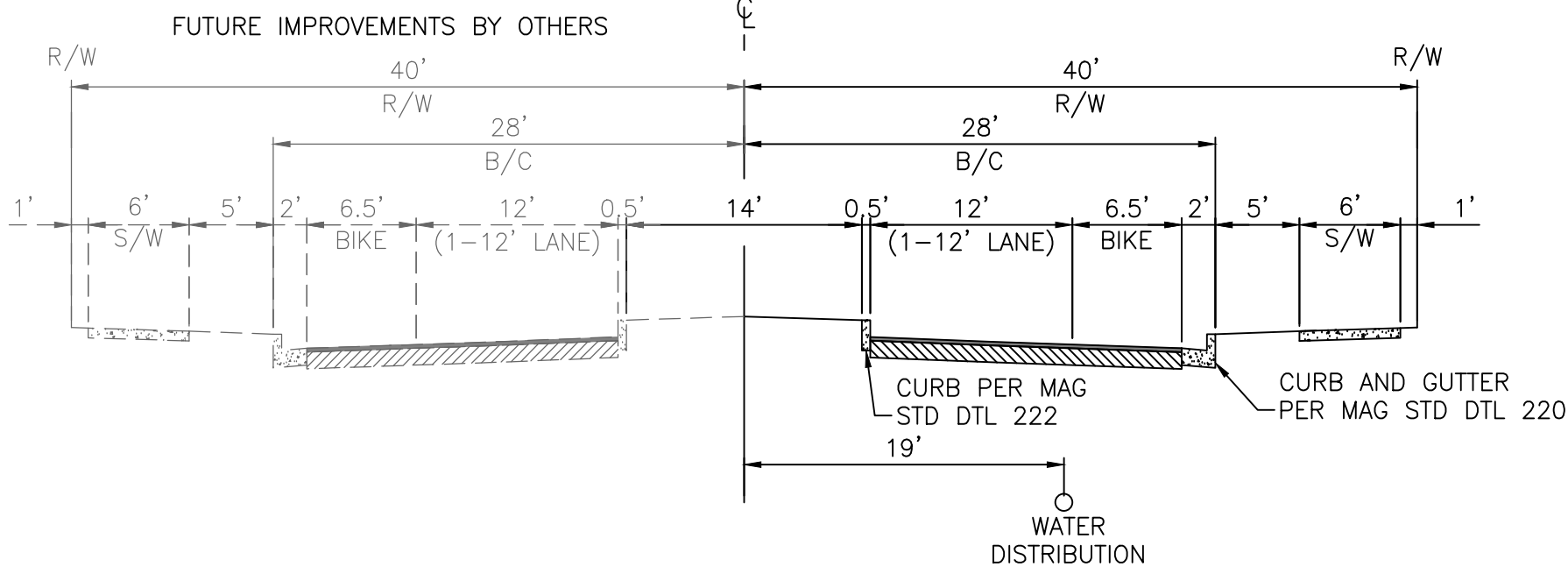
Designed By: DDH 09/14/2017
Drawn By: MJS 09/14/2017
Reviewed By: JG 09/14/2017

TIERRA VERDE WEST OFFSITE
STREETLIGHT PLANS
SURPRISE, ARIZONA
A PART OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA

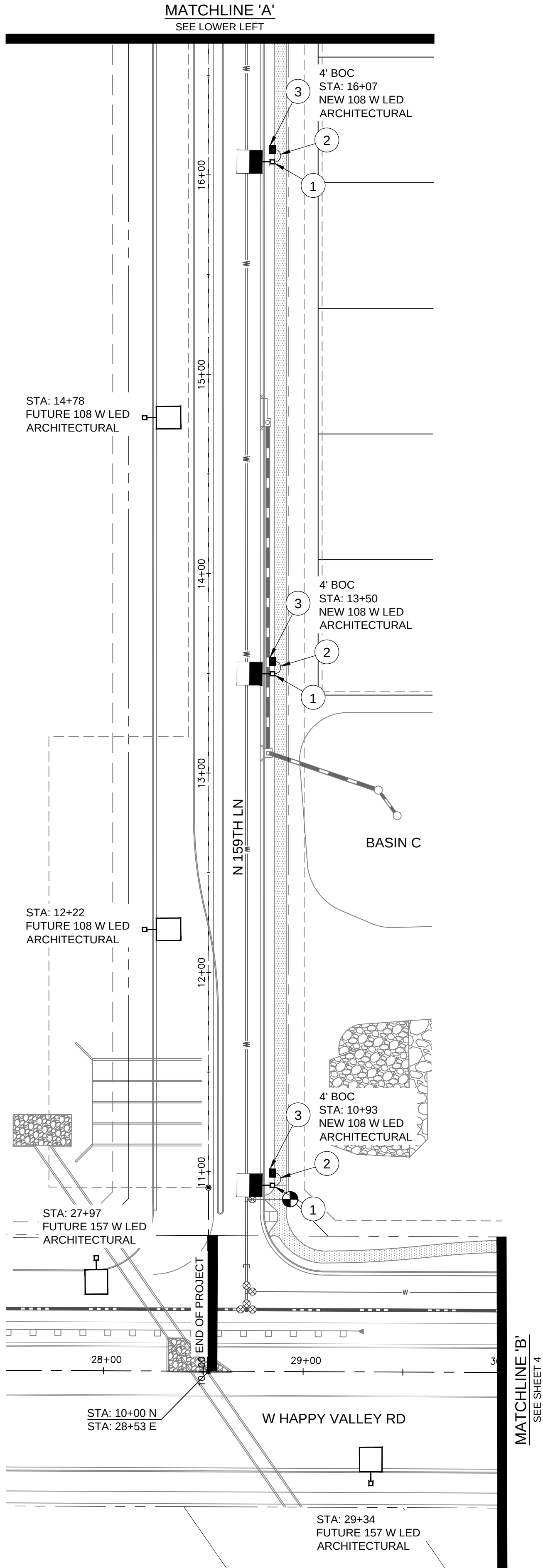


DETAILS AND LEGEND FOR STREETLIGHTS:

- 1** INSTALL ONE SINGLE 108W, 11,100 LUMEN LED STREETLIGHT WITH PHOTOELECTRIC CONTROL ON A 38'-0" SQUARE POLE MOUNTED AT 31'-6" WITH ONE SINGLE 4'-0" MAST ARM. SEE DETAIL 1A. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
- 1B** INSTALL ONE SINGLE 157W, 17,400 LUMEN LED STREETLIGHT WITH PHOTOELECTRIC CONTROL ON A 38'-0" SQUARE POLE MOUNTED AT 39'-6" WITH ONE SINGLE 8'-0" X 8'-0" MAST ARM. SEE DETAIL 1B. POLE SHALL BE LOCATED 6' BACK OF CURB OR 1' BACK OF WALK.
- 2** INSTALL 1" FLEX PVC W/2-#14 TYPE THIN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
- 3** INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
- 4** PROPOSED SINGLE LED STREETLIGHT NOT TO BE INSTALLED ON THIS DESIGN.
- FIRE HYDRANT LOCATION PER CIVIL PLANS



② RESIDENTIAL COLLECTOR STREET
N. 159TH LN.
LOOKING NORTH



APPROVED
CITY OF SURPRISE
ENGINEER
NDL

CALL TWO WORKING DAYS
BEFORE YOU DIG
263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

SURPRISE ARIZONA
TIERRA VERDE WEST OFFSITE
STREET LIGHT LAYOUT
STREET LIGHT PLANS

GTR ENGINEERING
GTRENGINEERING.COM

Professional Engineer (Arizona)
JADE GOULD
29352
05-10-18

NO.	REVISIONS	SH	DATE
1	CIVIL BASE FILE	SH	05-10-18

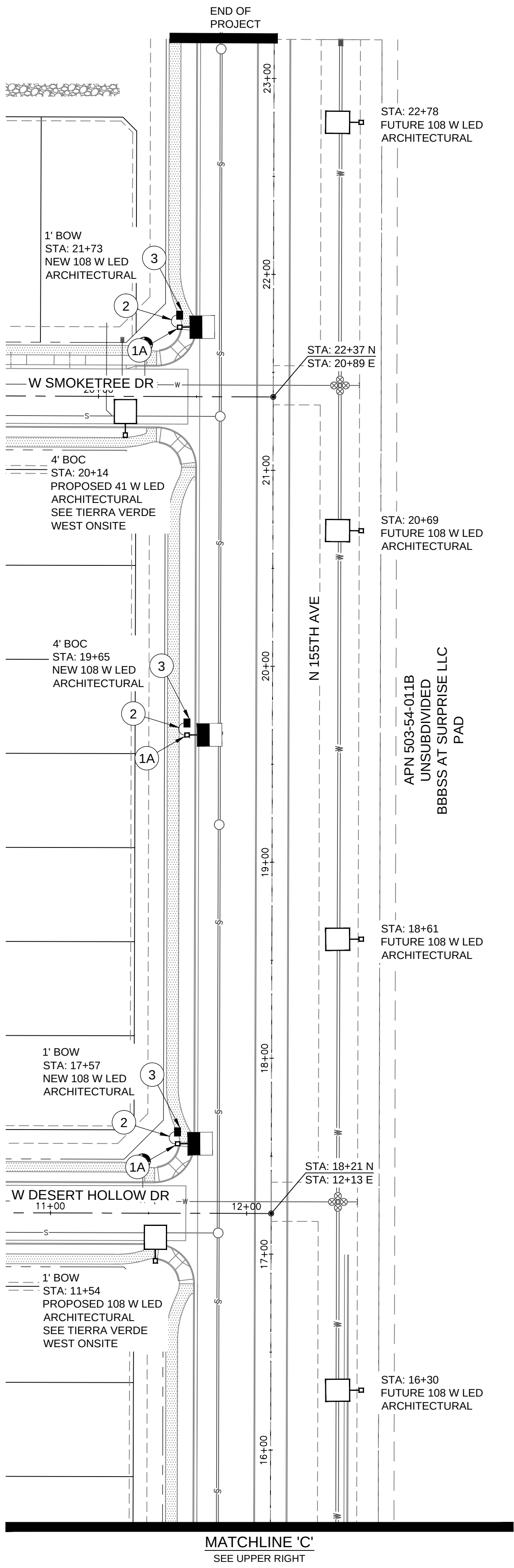
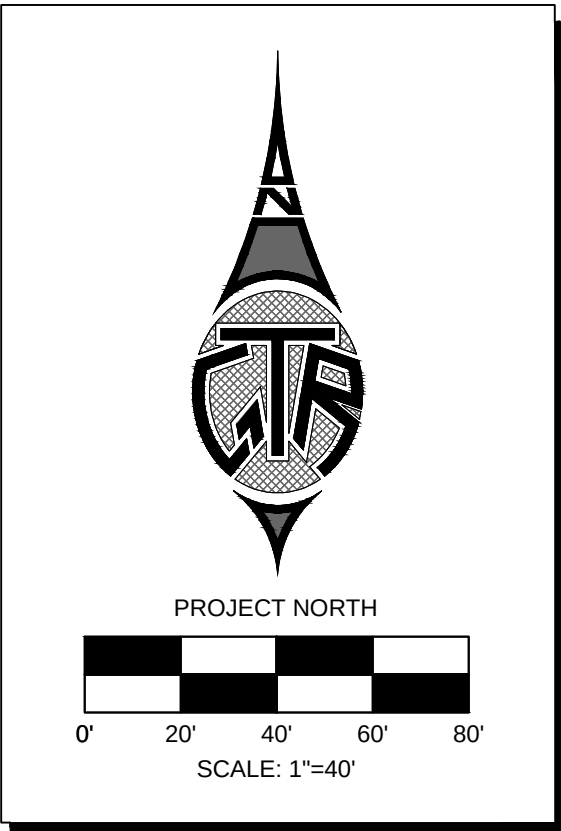
SHEET 2 OF 9

GTR Contact: Doug Horning
GTR Project #: 17SP2130A

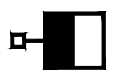
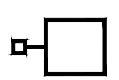
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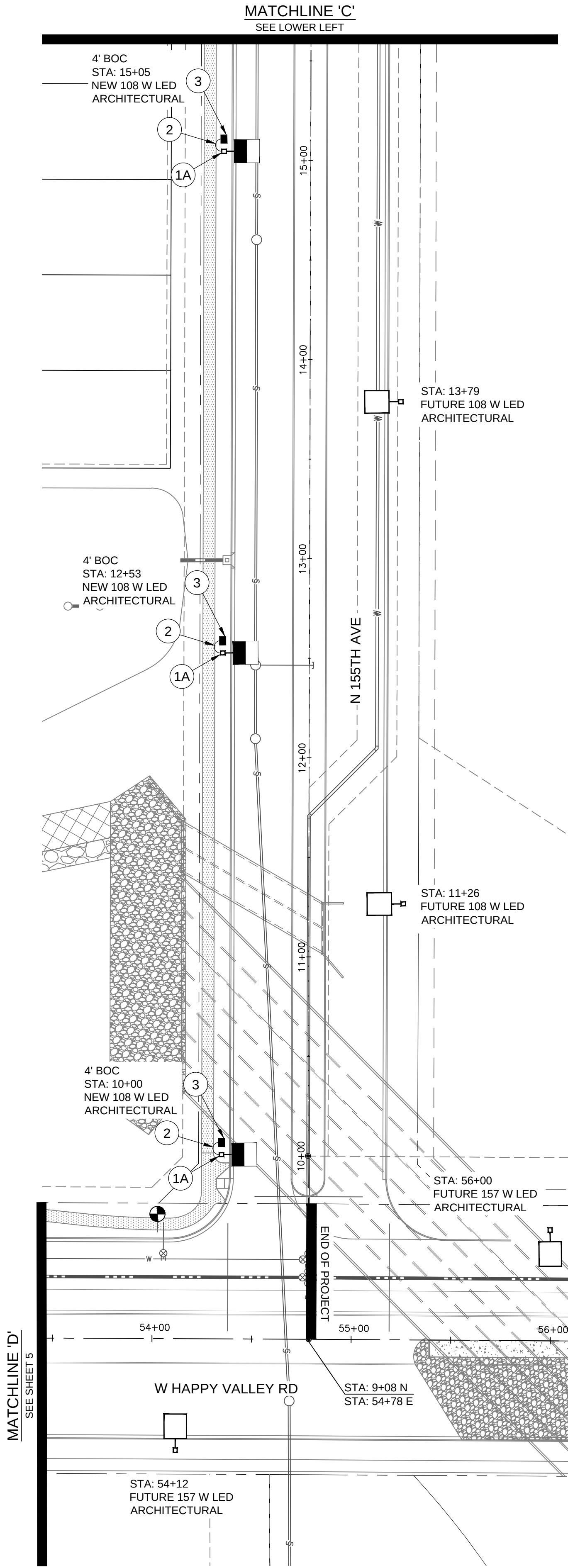
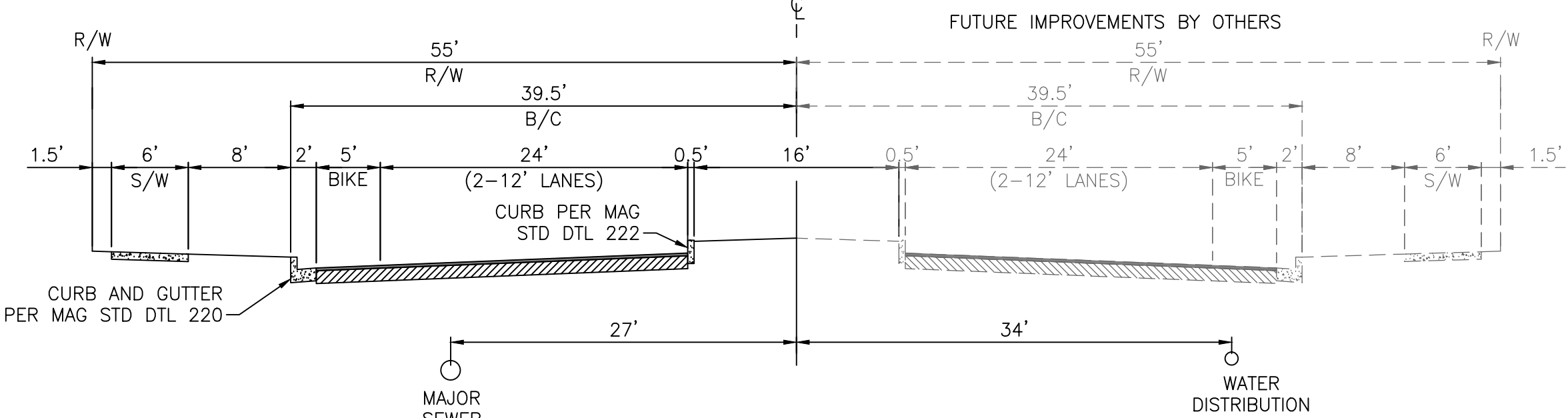
TIERRA VERDE WEST OFFSITE
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PART OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA



DETAILS AND LEGEND FOR STREETLIGHTS:

-  **1** INSTALL ONE SINGLE 108W, 11,100 LUMEN LED STREETLIGHT WITH PHOTOELECTRIC CONTROL ON A 38'-0" SQUARE POLE MOUNTED AT 31'-6" WITH ONE SINGLE 4'-0" MAST ARM, SEE DETAIL 1A. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
-  **1A**
-  **1B** INSTALL ONE SINGLE 157W, 17,400 LUMEN LED STREETLIGHT WITH PHOTOELECTRIC CONTROL ON A 38'-0" SQUARE POLE MOUNTED AT 39'-6" WITH ONE SINGLE 8'-0" X 8'-0" MAST ARM, SEE DETAIL 1B. POLE SHALL BE LOCATED 6' BACK OF CURB OR 1' BACK OF WALK.
-  **2** INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
-  **3** INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
-  PROPOSED SINGLE LED STREETLIGHT NOT TO BE INSTALLED ON THIS DESIGN.
-  FIRE HYDRANT LOCATION PER CIVIL PLANS



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SURPRISE ARIZONA
TIERRA VERDE WEST OFFSITE
STREET LIGHT LAYOUT
STREET LIGHT PLANS

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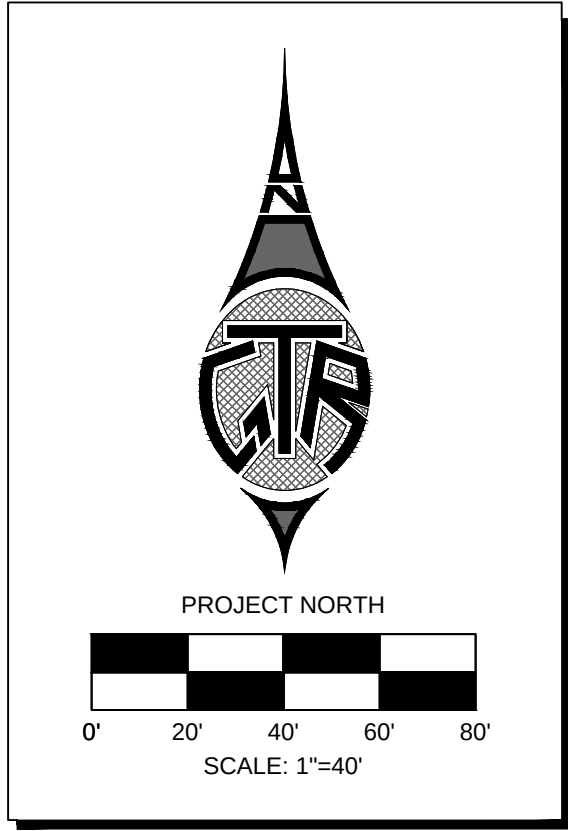
CERTIFICATE NO. 29352
JADE GOULD
Professional Engineer (Civil)
Arizona State Board of Engineers and Architects
Expires 9/30/2018

NO.	REVISIONS	SH	BY	DATE
1	CIVIL BASE FILE	05-10-18		

SHEET 3 OF 9

GTR Contact: Doug Horning
GTR Project #: 17SP2130A

Designed By: DDH 09/14/2017
Drawn By: MJS 09/14/2017
Reviewed By: JG 09/14/2017

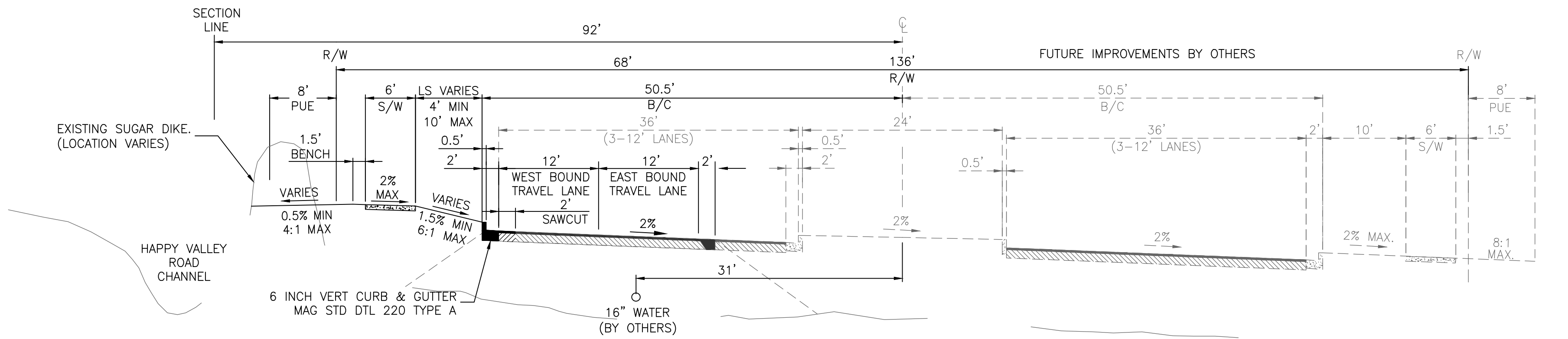
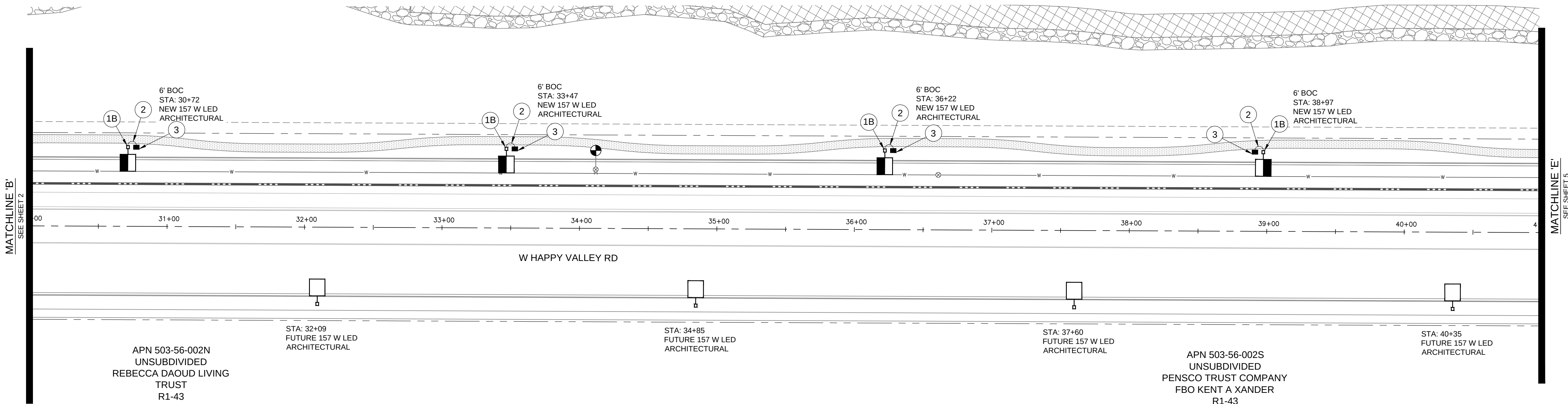


TIERRA VERDE WEST OFFSITE
STREETLIGHT PLANS
SURPRISE, ARIZONA
A PART OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA



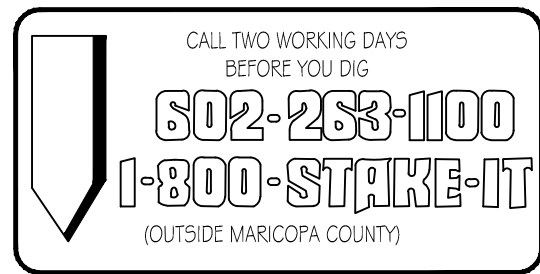
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-  **4** PROPOSED SINGLE LED STREETLIGHT NOT TO BE INSTALLED ON THIS DESIGN.
-  FIRE HYDRANT LOCATION PER CIVIL PLANS



④ 6-LANE MAJOR ARTERIAL - INTERIM AND FUTURE CONDITION

W. HAPPY VALLEY RD.
LOOKING EAST
SCALE: N.T.S.



SURPRISE
ARIZONA
TIERRA VERDE WEST OFFSITE
STREET LIGHT LAYOUT
STREET LIGHT PLANS

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NO.	REVISIONS	SH	DATE
1			
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4			

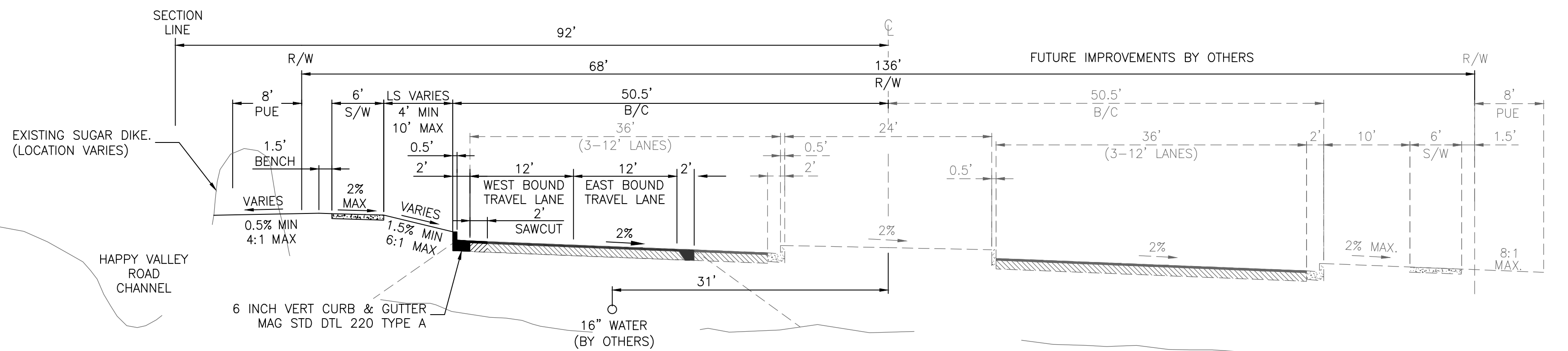
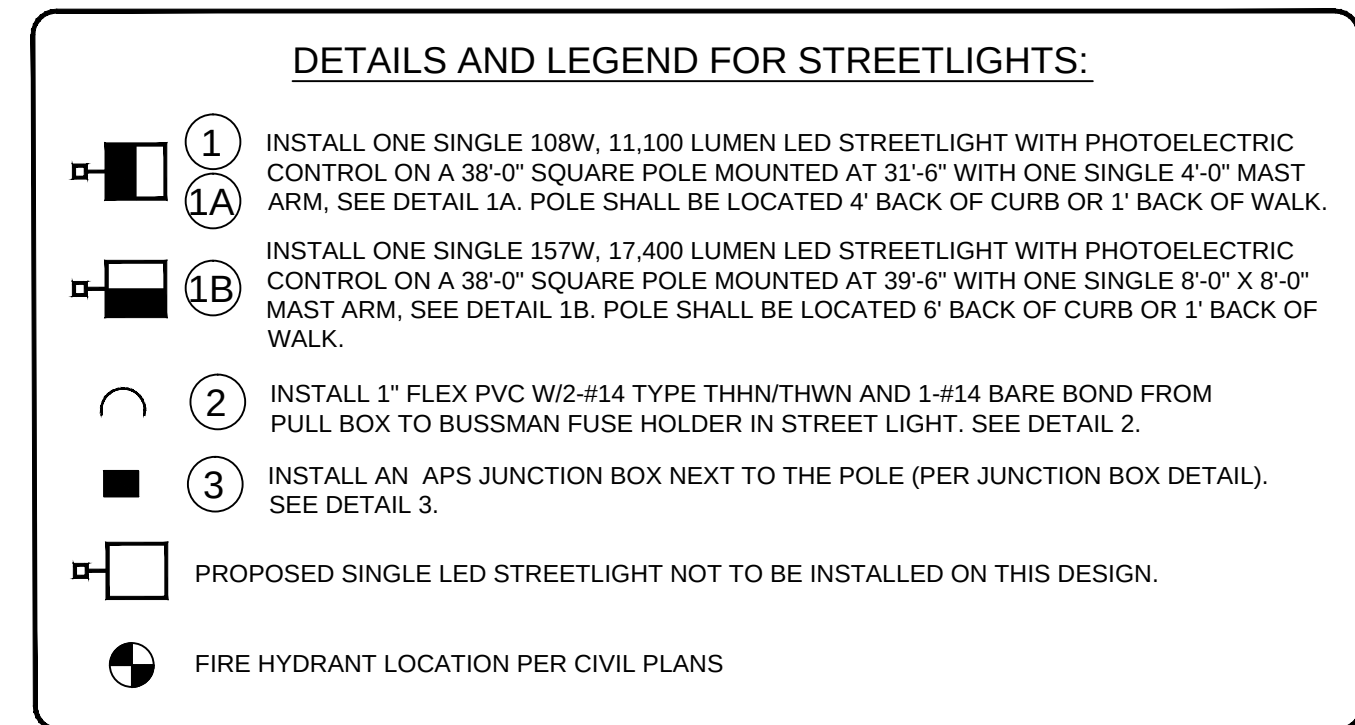
SHEET 4 OF 9

GTR Contact: Doug Horning

GTR Project #: 17SP2130A

Designed By: DDH 09/14/2017
Drawn By: MJS 09/14/2017
Reviewed By: JG 09/14/2017

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LOOKING EAST
SCALE: N.T.S.

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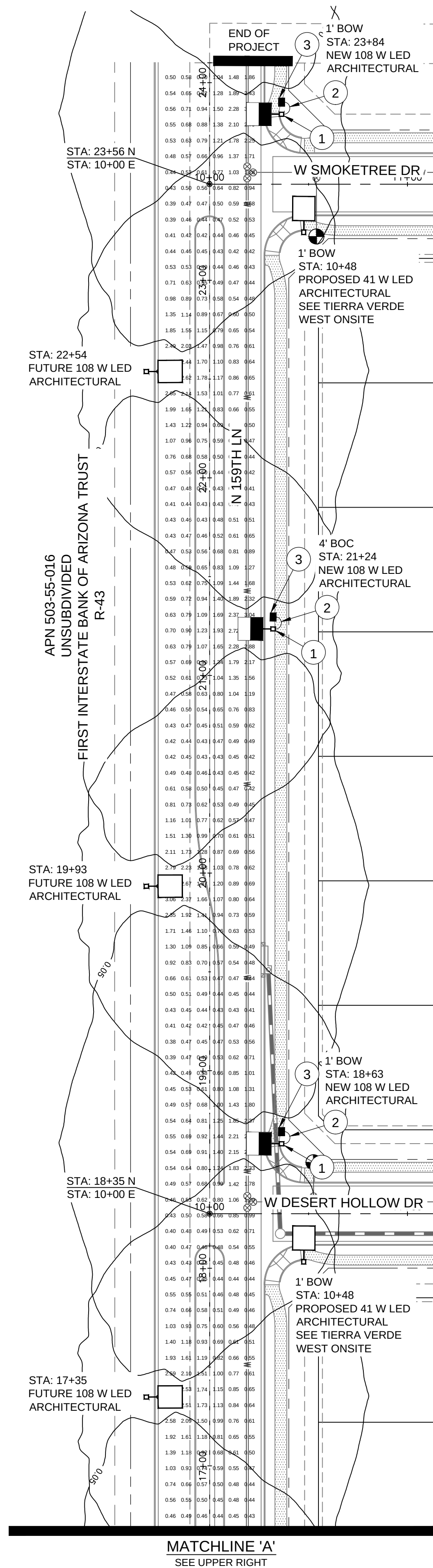
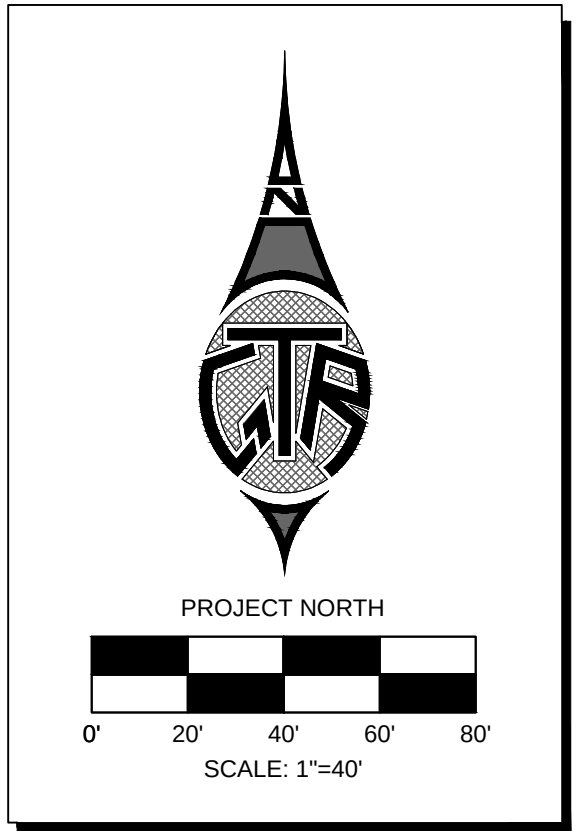
ARIZONA

TIERRA VERDE WEST OFFSITE STREET LIGHT LAYOUT

STREET LIGHT PLANS

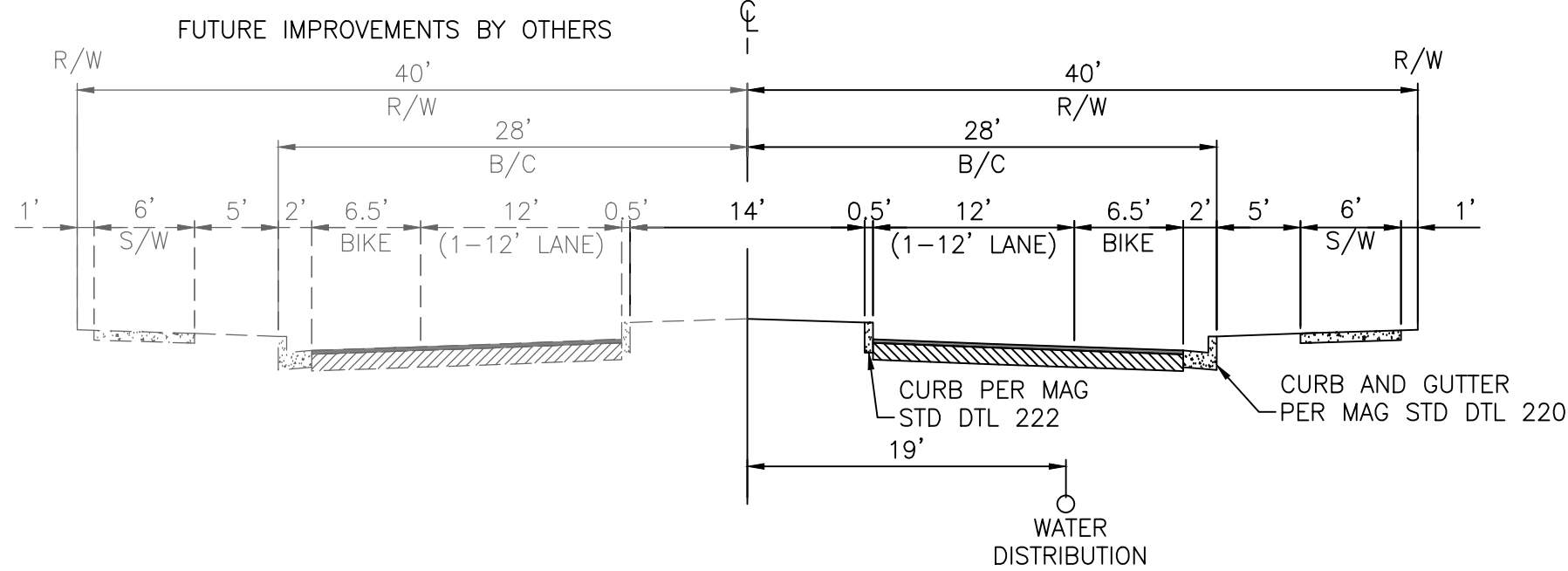
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TIERRA VERDE WEST OFFSITE
STREETLIGHT PLANS
SURPRISE, ARIZONA
A PART OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA

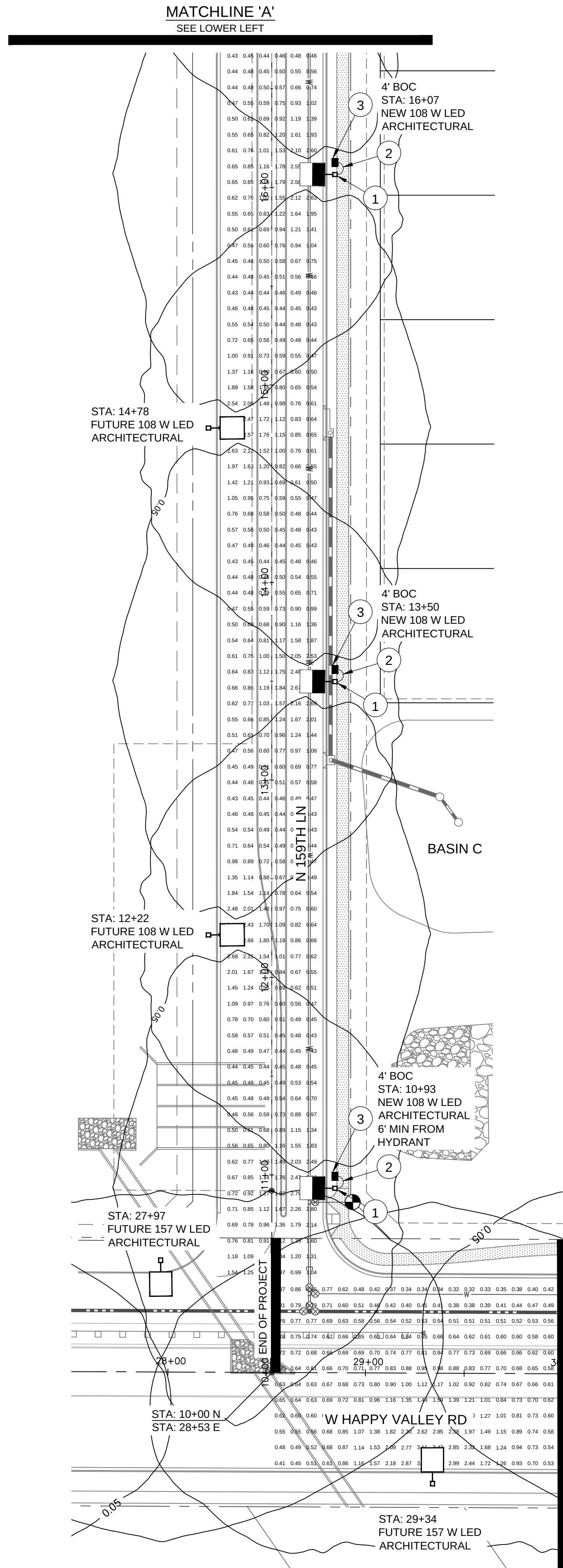


PHOTOMETRIC STUDY		
GE LIGHTING ERS2 18G1X40 GE LIGHTING - EAST CLEVELAND, OH test report no. 15063029, 150630210, 150701213, 15070221 lamp(s): LEDs 219C candela file 'ERS2_18G1X40_tcm201-111076.IES' 1 lamp(s) per luminaire, photometry is absolute Light Loss Factor = 0.900, watts per luminaire = 157 Outreach (from mounting axis to photometric center)= 106 in mounting height= 39.5 ft number locations= 23, number luminaires= 23 kw all locations= 3.6		
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RESIDENTIAL COLLECTOR STREET
N. 159TH LN.
LOOKING NORTH



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SURPRISE ARIZONA
TIERRA VERDE WEST OFFSITE
STREET LIGHT LAYOUT
PHOTOMETRICS

GTR Engineering
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Professional Engineer
JADE GOULD
29352
05-10-18

CIVIL BASE FILE
NO. 29352
DATE 05-10-18

SH 05-10-18
BY DATE

SHEET 6 OF 9

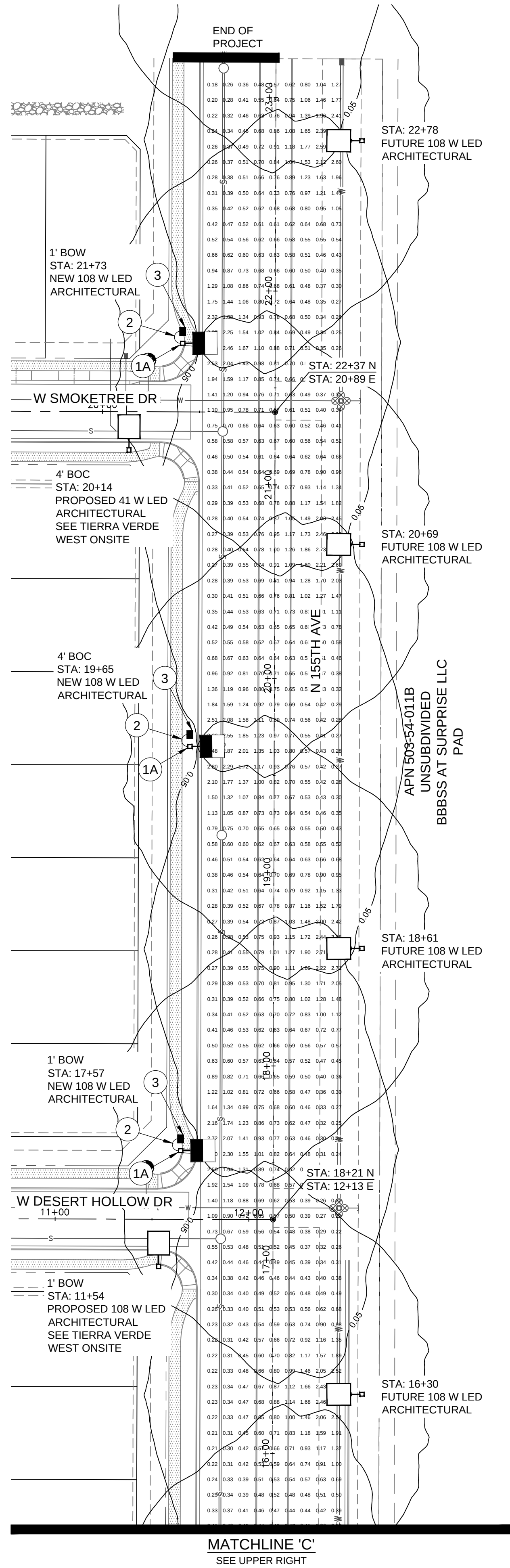
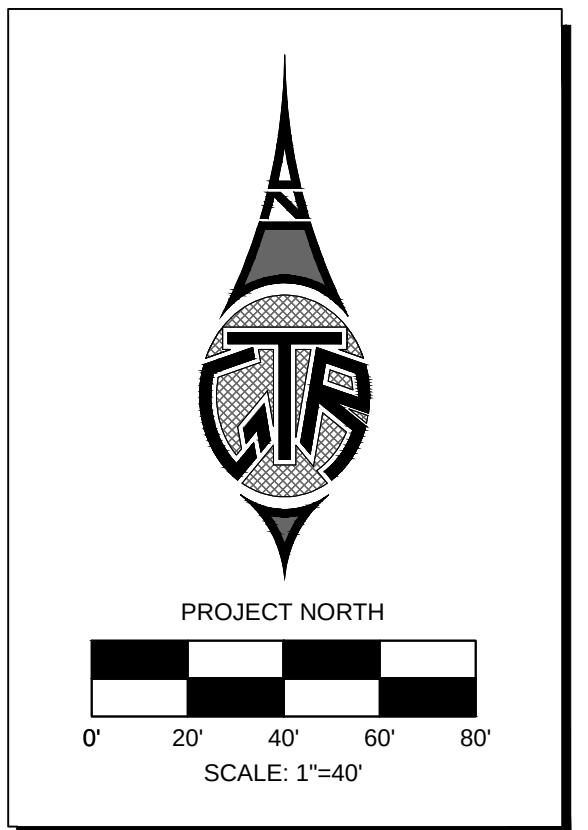
GTR Contact: Doug Homing

GTR Project #: 17SP2130A

Designed By: DDH 09/14/2017
Drawn By: MJS 09/14/2017
Reviewed By: JG 09/14/2017

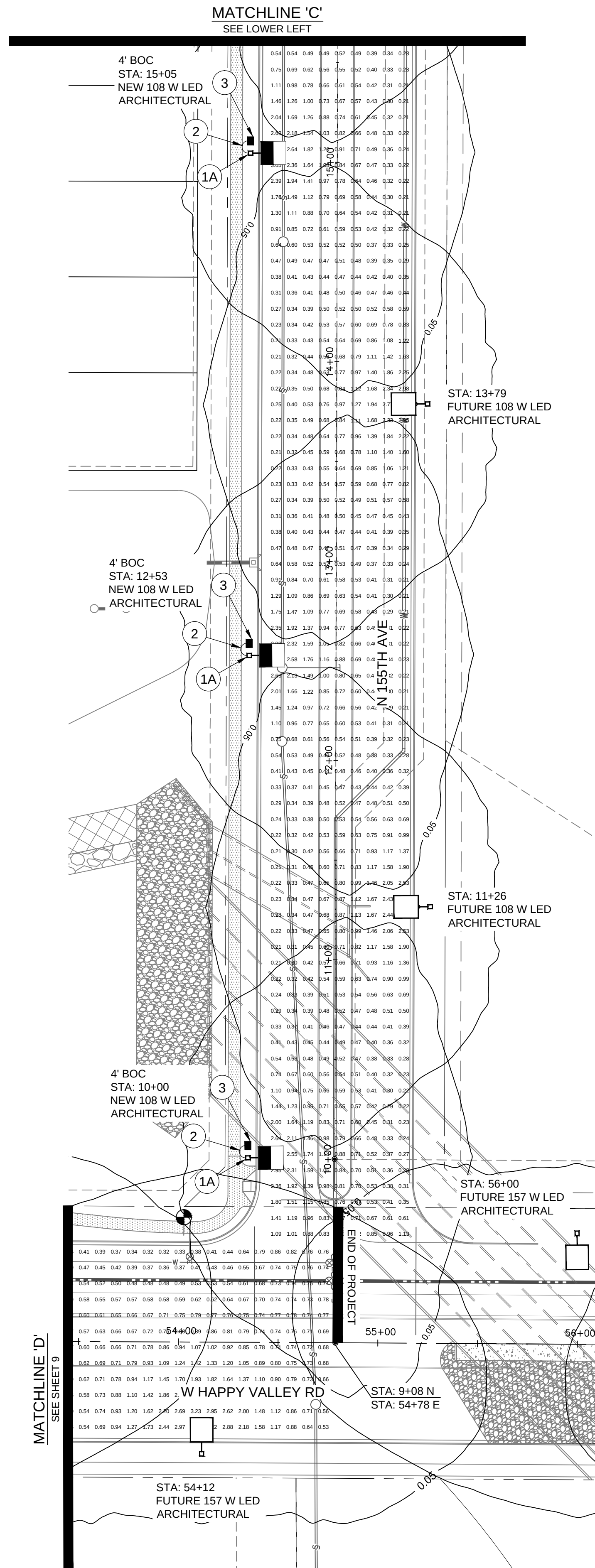
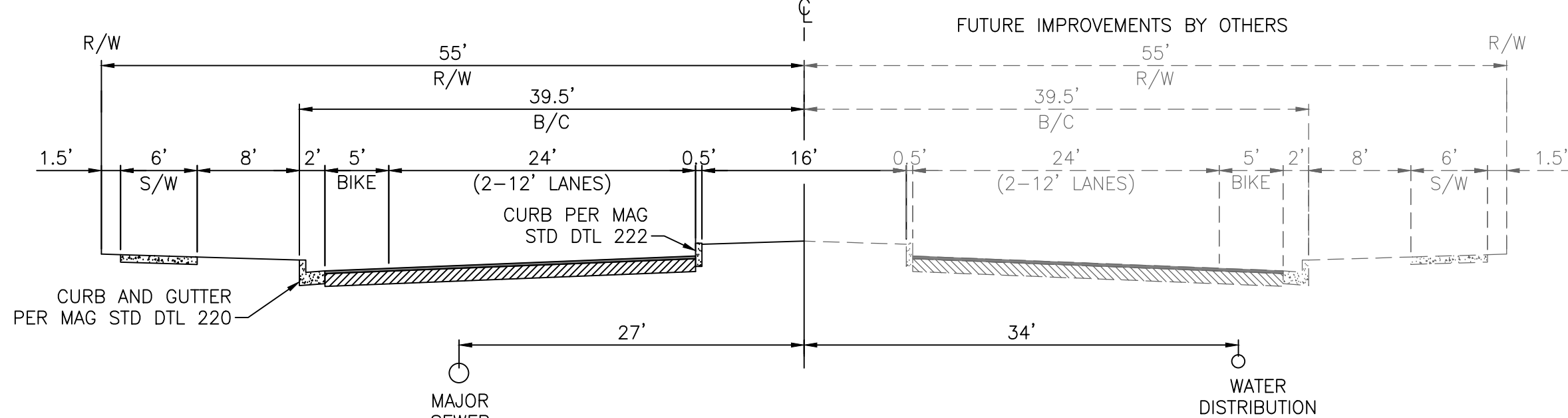
TIERRA VERDE WEST OFFSITE STREETLIGHT PLANS SURPRISE, ARIZONA

A PART OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA



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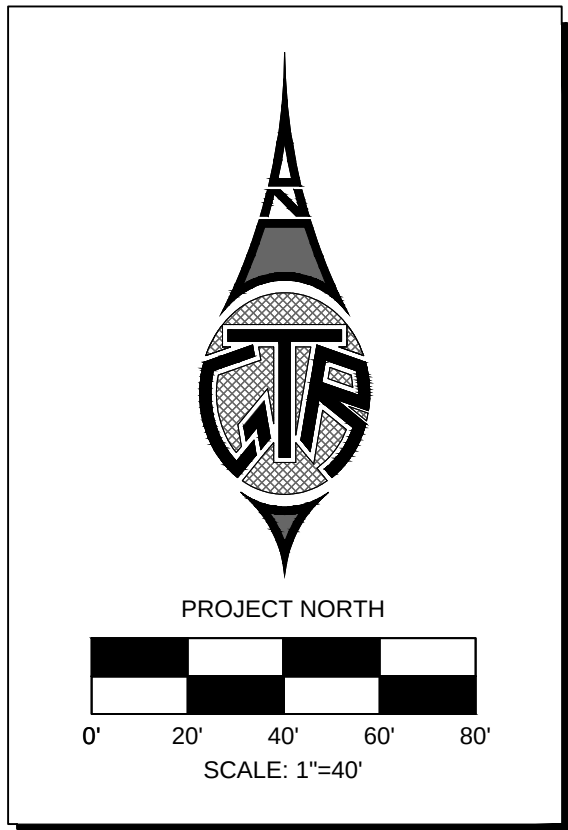
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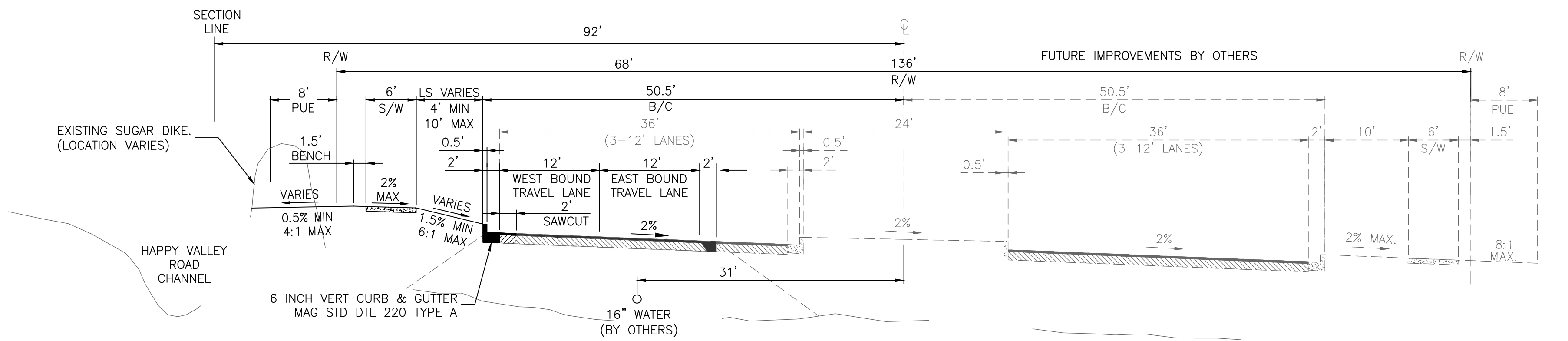
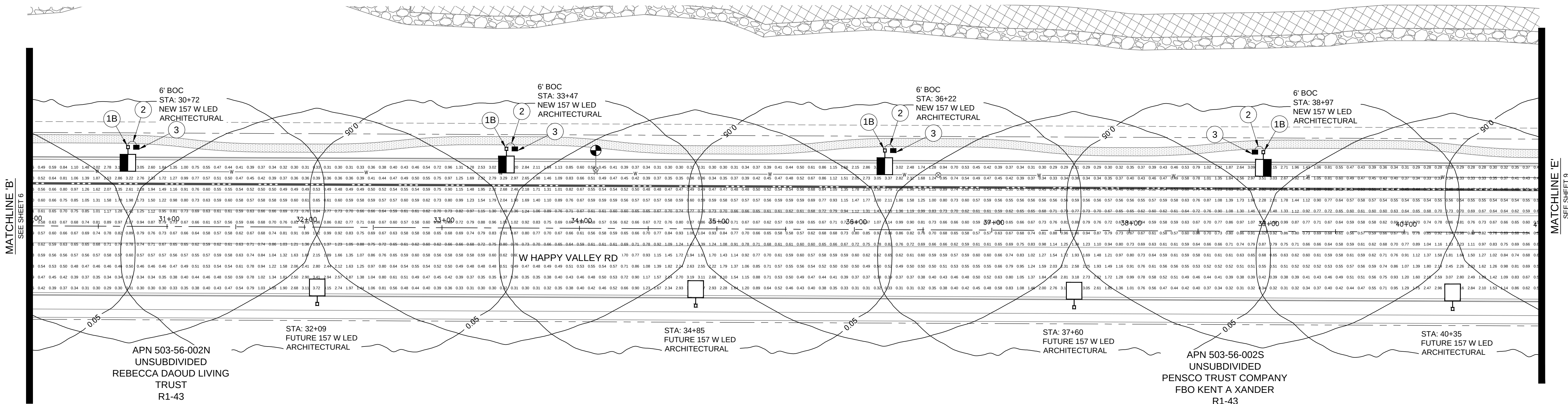
TIERRA VERDE WEST OFFSITE
STREET LIGHT LAYOUT
PHOTOMETRICS

GTR ENGINEERING GTRENGINEERING.COM	29352 JADE GOULD	29352 JADE GOULD	29352 JADE GOULD
CIVIL BASE FILE	SH	05-10-18	BY DATE
SHEET 7 OF 9			
GTR Contact: Doug Herring			
GTR Project #: 17SP2130A			
Designed By:	DDH	09/14/2017	
Drawn By:	MJS	09/14/2017	
Reviewed By:	JG	09/14/2017	

TIERRA VERDE WEST OFFSITE
STREETLIGHT PLANS
SURPRISE, ARIZONA
A PART OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA



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④ 6-LANE MAJOR ARTERIAL - INTERIM AND FUTURE CONDITION

W. HAPPY VALLEY RD.
LOOKING EAST
SCALE: N.T.S.

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TIERRA VERDE WEST OFFSITE
STREET LIGHT LAYOUT
PHOTOMETRICS

GTR Engineering
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CERTIFICATE NO.
29352
JADE GOULD
Expires 9/30/2018

NO.	REVISIONS	SH	DATE
1		05-10-18	

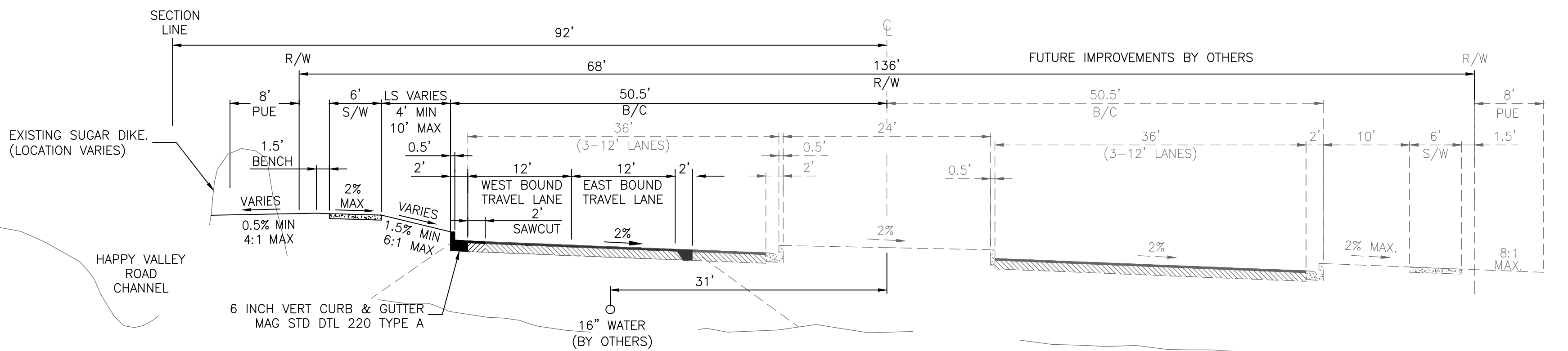
SHEET
8 OF 9

GTR Contact: Doug Horning
GTR Project #: 17SP2130A
Designed By: DDH 09/14/2017
Drawn By: MJS 09/14/2017
Reviewed By: JG 09/14/2017



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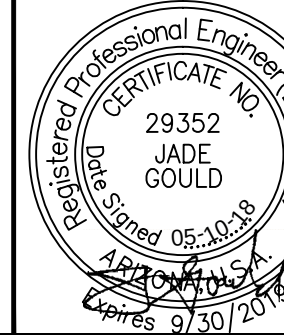
④ 6-LANE MAJOR ARTERIAL - INTERIM AND FUTURE CONDITION

W. HAPPY VALLEY RD.
LOOKING EAST
SCALE: N.T.S.

GE LIGHTING ERS2 18G1X40 _____
 GE LIGHTING - EAST CLEVELAND, OH test report no.
 15063029, 150630210, 150701213, 15070221
 lamp(s): LEDs 219C _____
 candelabra file ERS2 18G1X40 _____ tcm201-111076.IES'
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 mounting height= 39.5 ft
 number locations= 23, number luminaires= 23
 kw all locations= 3.6

GE LIGHTING ERS1 11F1X40 _____
GE LIGHTING - EAST CLEVELAND, OH test report no.
15063027, 15063028, 150701211, 150701212
lamp(s): LEDs 219C
candela file 'ERS1_11F1X40_____tcm201-110995.IES'
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Outreach (from mounting axis to photometric center) = 60 in
mounting height = 31.6 ft
number locations = 26, number luminaires = 26
kw all locations = 2.8

159TH DRIVE	HAPPY VALLEY ROAD	155TH AVENUE
1020 points at z=0, sp 8ft by 8ft	3945 points at z=0, sp 8ft by 8ft	1521 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES	HORIZONTAL FOOTCANDLES	HORIZONTAL FOOTCANDLES
Average 0.92	Average 0.88	Average 0.76
Maximum 3.16	Maximum 3.72	Maximum 3.48
Minimum 0.38	Minimum 0.28	Minimum 0.18
Avg:Min 2.43	Avg:Min 3.16	Avg:Min 4.40
Max:Min 8.08	Max:Min 13.29	Max:Min 19.33
Coeff Var 0.69	Coeff Var 0.72	Coeff Var 0.76
UnitGrid 1.60	UnitGrid 1.49	UnitGrid 1.85



6			
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A	CIVIL BASE FILE	SH	05-10-18
	NO REVISIONS	BY	DATE

SHEET

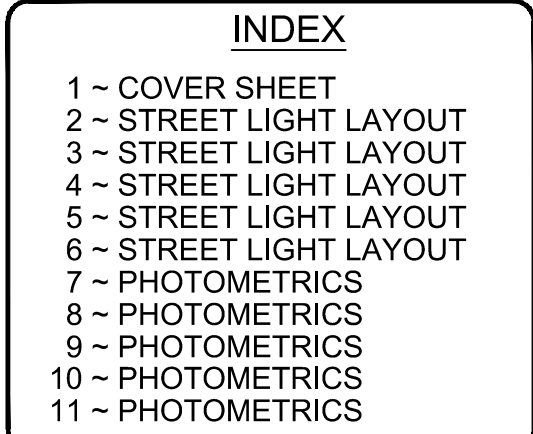
9 OF 9

GTR Contact: Doug Horning	
GTR Project #: 17SP2130A	
Designed by:	DDH 09/14/2017
Drawn by:	MJS 09/14/2017
Reviewed by:	JG 09/14/2017

1. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
2. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES. IF ANY, NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OF RELATIVE.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES, AND BASE HIS BID THEREON.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
6. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
7. THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED. IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
8. AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
9. GTR ENGINEERING LLC., ITS OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
10. SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT BLUE STAKE LAWS. CALL BLUE STAKE FOR FIELD LOCATION AT (602) 263-1100.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT (623) 222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE PRIOR TO CONSTRUCTION. ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, IRRIGATION LINES, PROPERTY MARKINGS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTORS EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT (623) 222-7000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

CONTRACTOR TO COORDINATE WITH APS AND
UTILIZE THEIR CURRENT SPECIFICATIONS AT
THE TIME OF BIDDING AND CONSTRUCTION



The map shows a rectangular area divided into four quadrants by Jomax Road (horizontal) and Happy Valley Road (vertical). The vertical axis is labeled 163RD AVENUE on the left and 155TH AVENUE on the right. The horizontal axis is labeled JOMAX ROAD at the top and HAPPY VALLEY ROAD at the bottom. A hatched rectangular area, labeled 'SITE', is located in the bottom-right quadrant, bounded by Happy Valley Road, 155th Avenue, and an unlabeled horizontal line.



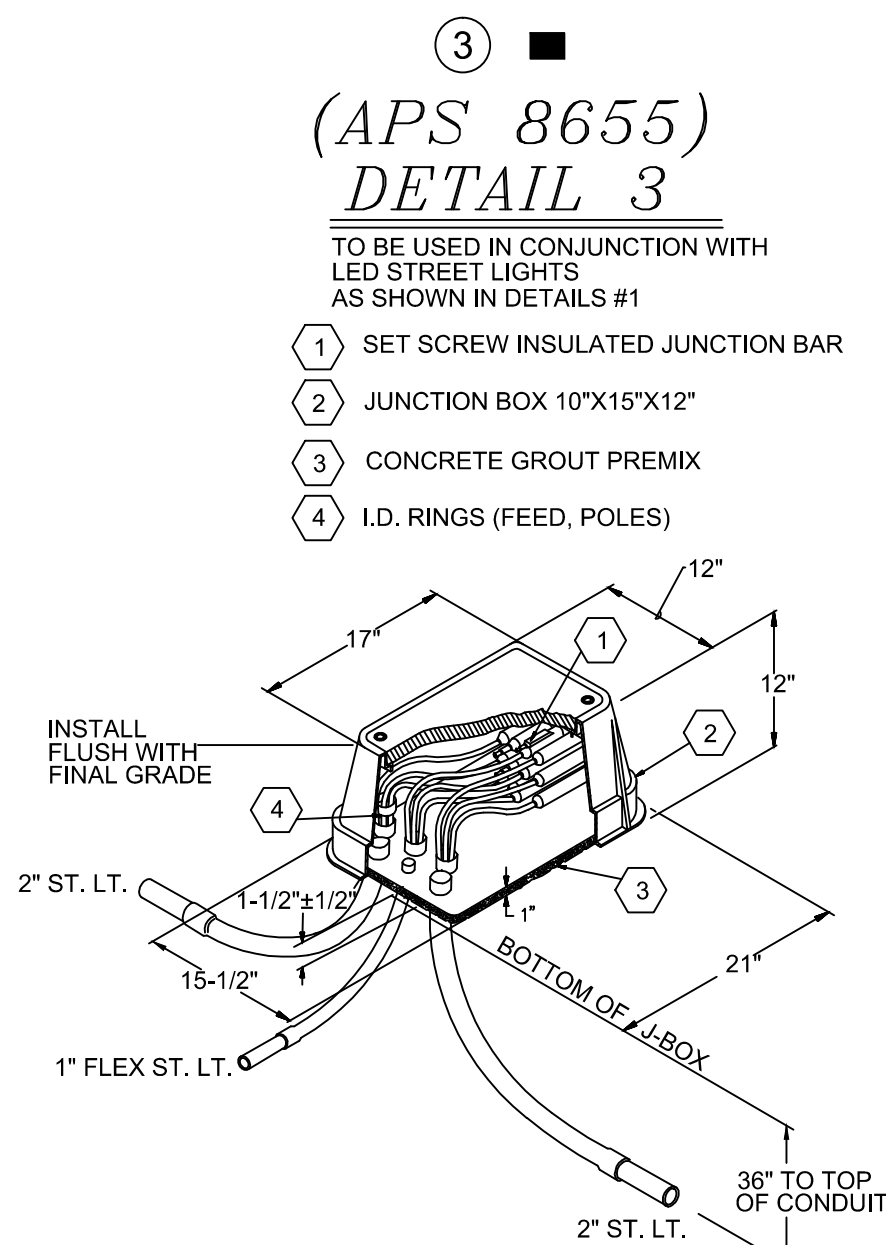
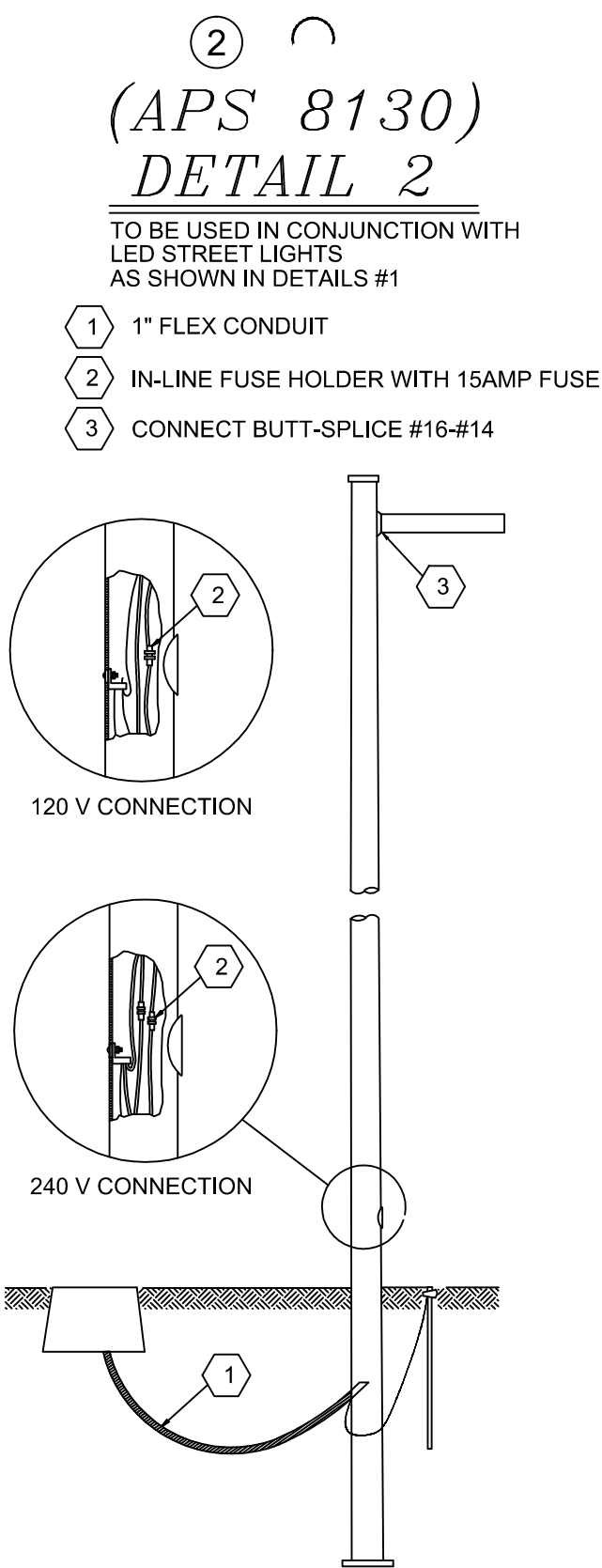
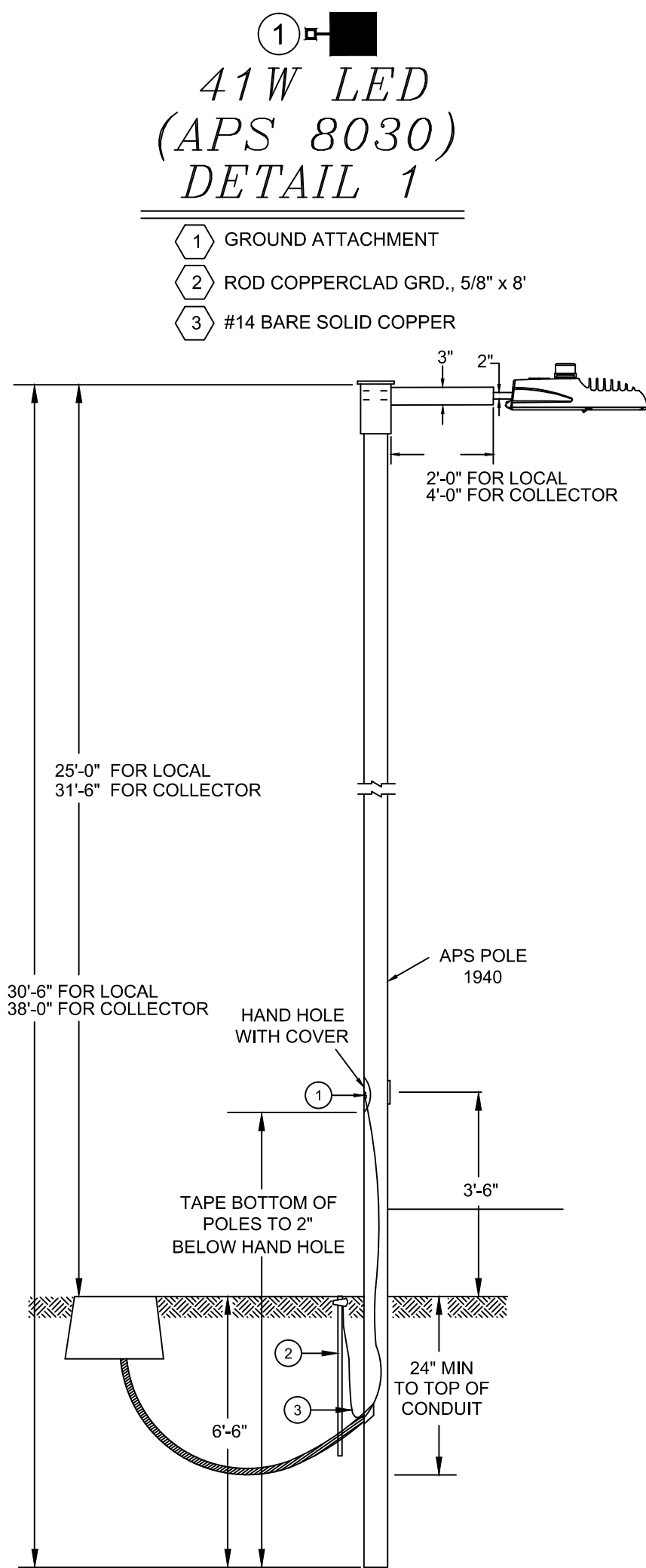
 ① INSTALL ONE SINGLE 41W LED, 4,800 LUMEN LED STREETLIGHT WITH PHOTOELECTRIC CONTROL ON A 30" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2-0" MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.

 ② INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.

 ③ INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.

 PROPOSED / FUTURE SINGLE LED STREETLIGHT NOT TO BE INSTALLED ON THIS DESIGN.

 FIRE HYDRANT LOCATION PER CIVIL PLANS



DESCRIPTION	REPRESENTATIVE	PHONE	DATE
WATER	CITY OF SURPRISE	(623) 222-1000	02/08/2018
SEWER	CITY OF SURPRISE	(623) 222-1000	02/08/2018
FIRE	CITY OF SURPRISE	(623) 222-1000	02/08/2018
GAS	SOUTHWEST GAS	(602) 484-5344	02/08/2018
ELECTRIC	APS	(602) 250-1000	02/08/2018
TELEPHONE	QWEST	(480) 630-0492	02/08/2018
CABLE	COX	(623) 322-1710	02/08/2018
REFUSE	CITY OF SURPRISE	(623) 222-1000	02/08/2018

*CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORSEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

[illegible]

TIERRA VERDE 2015, LLC
6909 E. MAIN STREET
SCOTTSDALE, ARIZONA 85251
PHONE: (480) 285-3061
CONTACT: MARK VOIGT

ATWELL
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PHONE: (480) 218-8831
CONTACT: TED NORTHROP

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

Munga Lemba 12/16/2020
CITY OF SURPRISE ENGINEER DATE

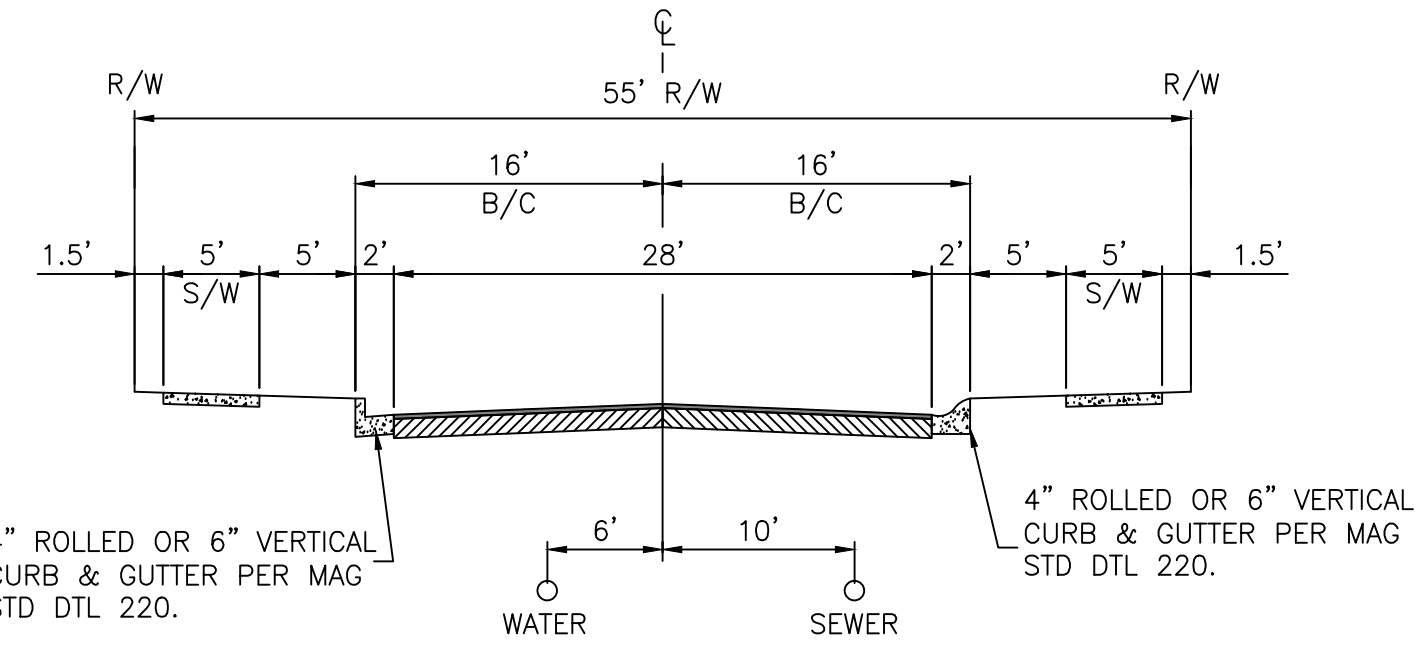
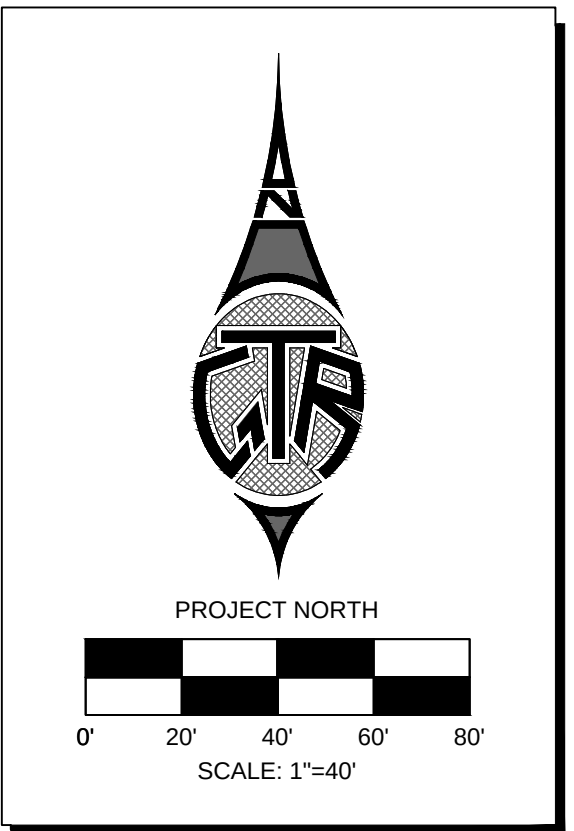
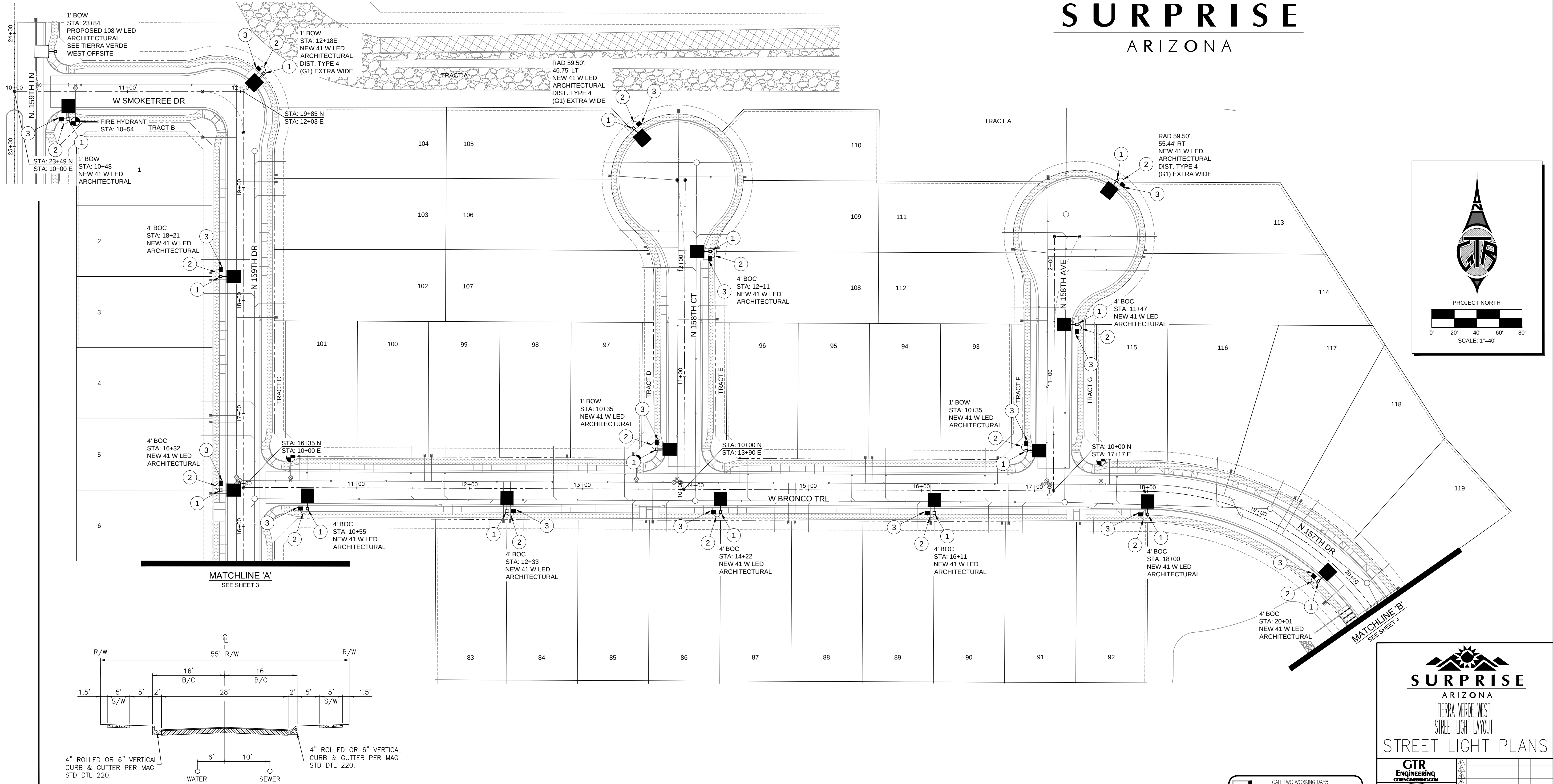
STREET LIGHT PLANS															
GTR ENGINEERING GTRENGINEERING.COM 6 5 4 3 2 1 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;"></td> <td style="width: 33%;"></td> <td style="width: 33%;"></td> </tr> <tr> <td style="width: 33%;"></td> <td style="width: 33%;"></td> <td style="width: 33%;"></td> </tr> <tr> <td style="width: 33%;"></td> <td style="width: 33%;"></td> <td style="width: 33%;"></td> </tr> <tr> <td style="width: 33%;"></td> <td style="width: 33%;"></td> <td style="width: 33%;"></td> </tr> </table>															
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GTR Contact: Doug Horning															
GTR Project n: 17SP2130															
Designed by: DDH 09/14/2017															
Drawn by: MJS 09/14/2017															
Reviewed by: JG 09/14/2017															

TIERRA VERDE WEST
STREETLIGHT PLANS
SURPRISE, ARIZONA
A PART OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA



- DETAILS AND LEGEND FOR STREETLIGHTS:**
- 1. INSTALL ONE SINGLE 41W LED, 4,800 LUMEN LED STREETLIGHT WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM, SEE DETAIL 1. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
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APN 503-55-011
UNSUBDIVIDED
SCM PENDLETON LLLP ET AL
R-43



1. LOCAL STREET
LOOKING NORTH OR EAST
SCALE: N.T.S.

APPROVED
CITY OF SURPRISE
ENGINEER
NDL

CALL TWO WORKING DAYS
BEFORE YOU DIG
263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

TIERRA VERDE WEST
STREET LIGHT LAYOUT
STREET LIGHT PLANS

GTR ENGINEERING
GTRENGINEERING.COM

CERTIFICATE NO. 29352
JADE GOULD
Professional Engineer
State of Arizona
Expires 9/30/2018

NO.	REVISIONS	SH	DATE
1	CIVIL BASE FILE	SH	05-10-18

SHEET 2 OF 11

GTR Contact: Doug Horning

GTR Project #: 17SP2130

Designed By: DDH 09/14/2017
Drawn By: MJS 09/14/2017
Reviewed By: JG 09/14/2017

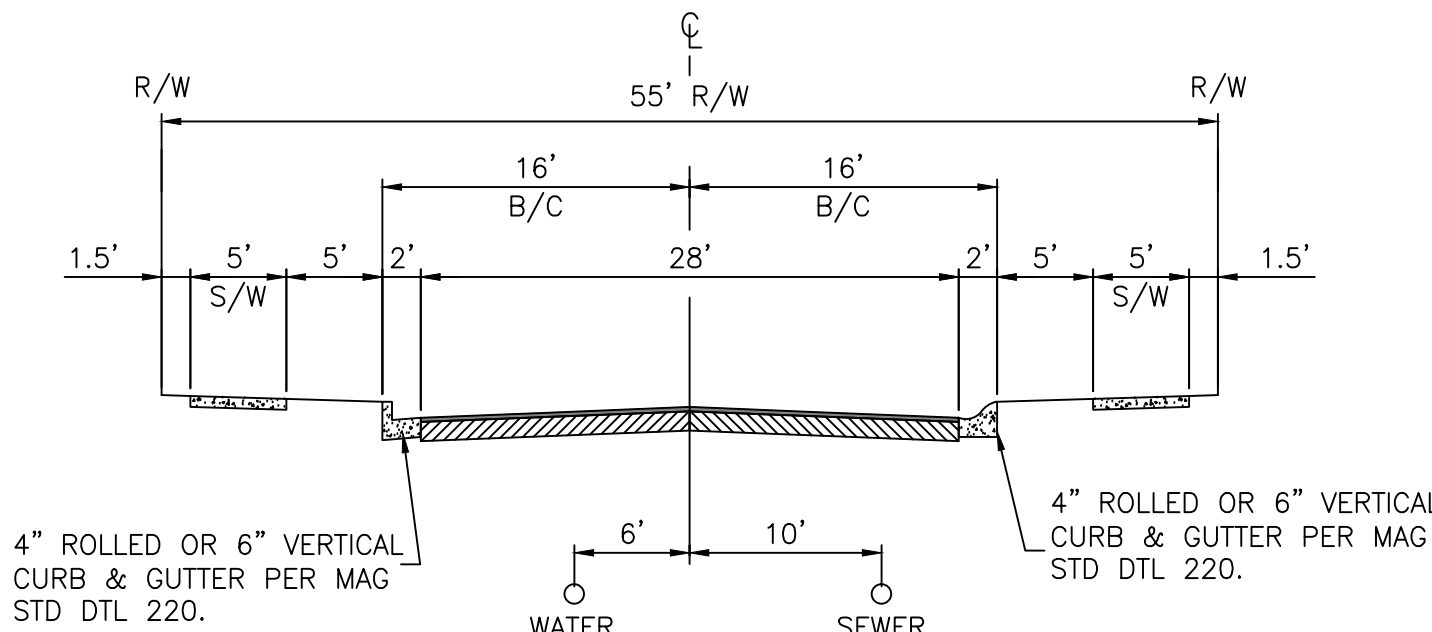
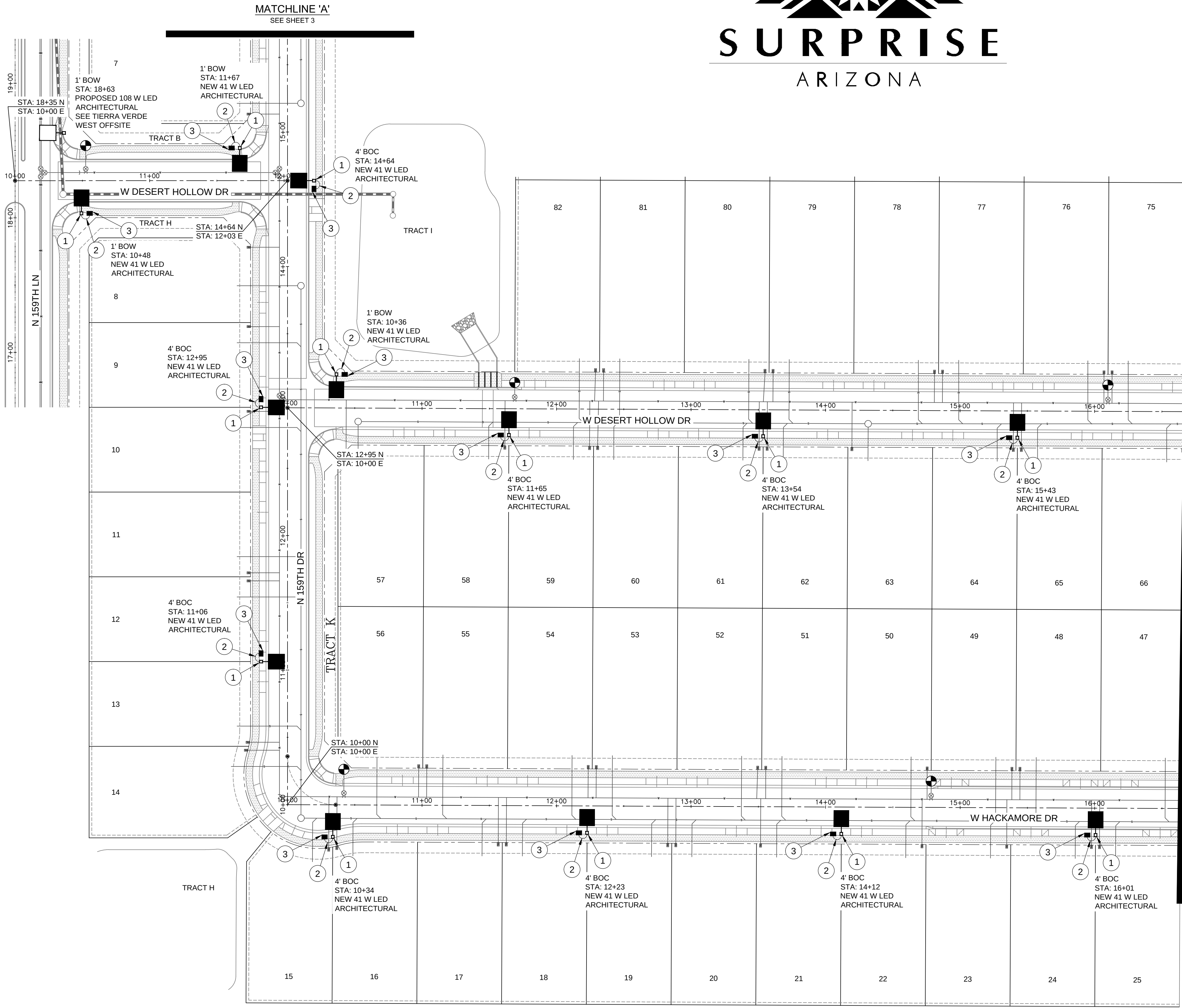
TIERRA VERDE WEST
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PART OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA

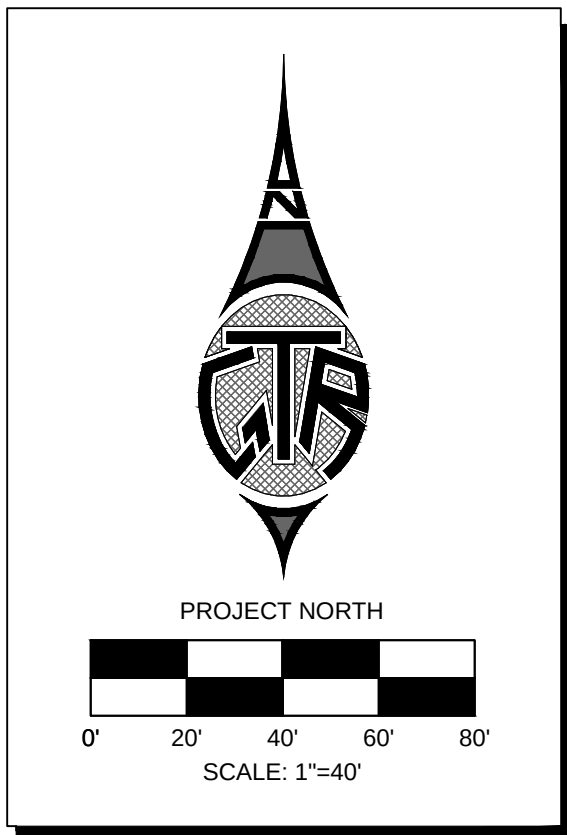
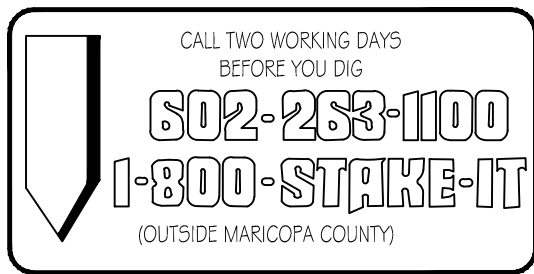


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1 LOCAL STREET
LOOKING NORTH OR EAST
SCALE: N.T.S.



APPROVED
CITY OF SURPRISE
ENGINEER
NDE

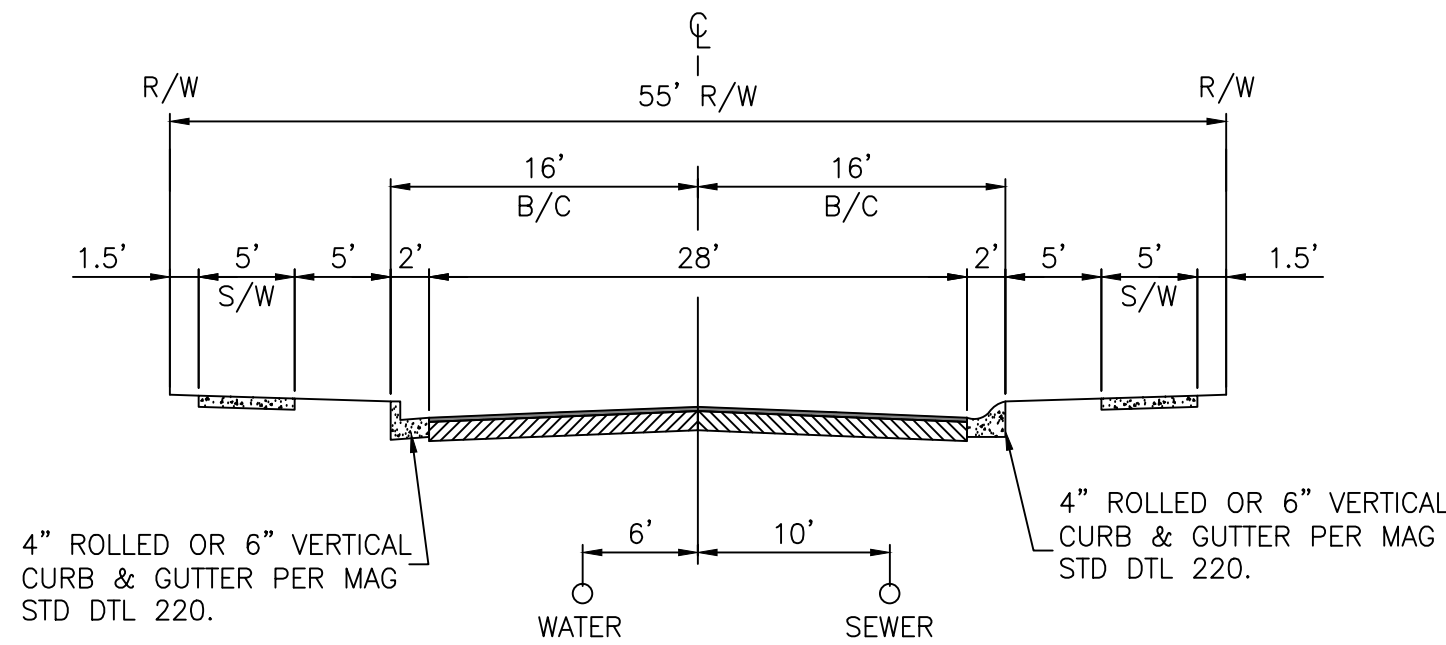
TIERRA VERDE WEST
STREET LIGHT LAYOUT
STREET LIGHT PLANS

 GTR Engineering GTRENGINEERING.COM	<table><tr><td>NO.</td><td>REVISIONS</td><td>SH</td><td>DATE</td></tr><tr><td>1</td><td></td><td>05-10-18</td><td></td></tr></table>	NO.	REVISIONS	SH	DATE	1		05-10-18	
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1		05-10-18							
SHEET 3 OF 11									
GTR Project #: 17SP2130									
GTR Contact: Doug Horning									
Designed By: DDH	09/14/2017								
Drawn By: MJS	09/14/2017								
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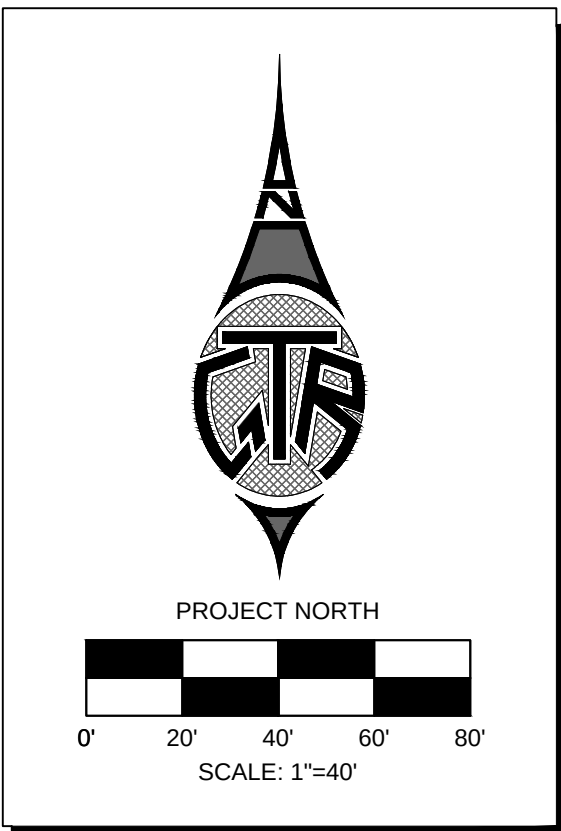
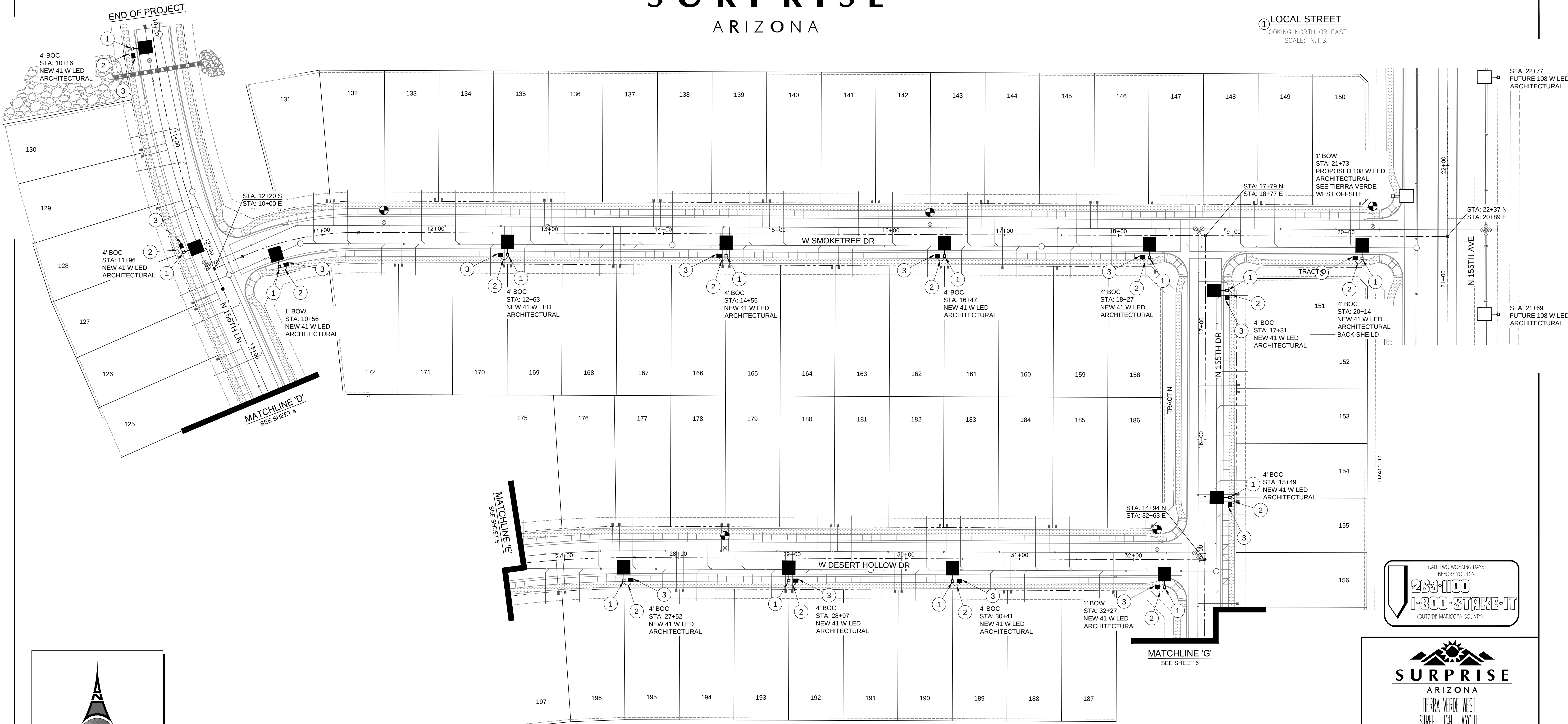
TIERRA VERDE WEST
STREETLIGHT PLANS
SURPRISE, ARIZONA
A PART OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF
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CALL TWO WORKING DAYS
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283-1100
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(OUTSIDE MARICOPA COUNTY)

SURPRISE
ARIZONA
TIERRA VERDE WEST
STREET LIGHT LAYOUT
PHOTOMETRICS

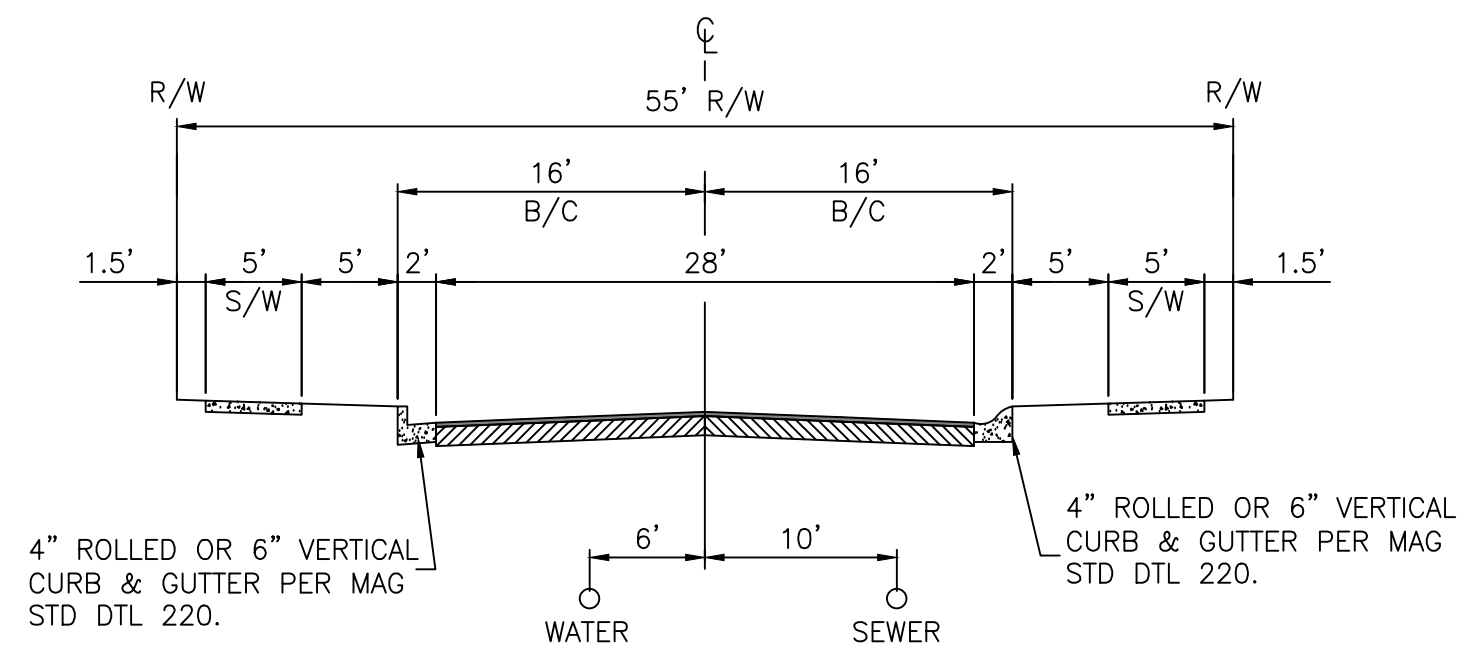
GTR Engineering GTRENGINEERING.COM		Professional Engineer (Arizona) JADE GOULD 09/14/2017	
CIVIL BASE FILE		SH	05-10-18
NO REVISIONS		BY	DATE
SHEET		5 OF 11	
GTR Contact: Doug Horning		Designed By: DDH 09/14/2017	
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Reviewed By: JGS 09/14/2017			

APPROVED
CITY OF SURPRISE
ENGINEER
NDE

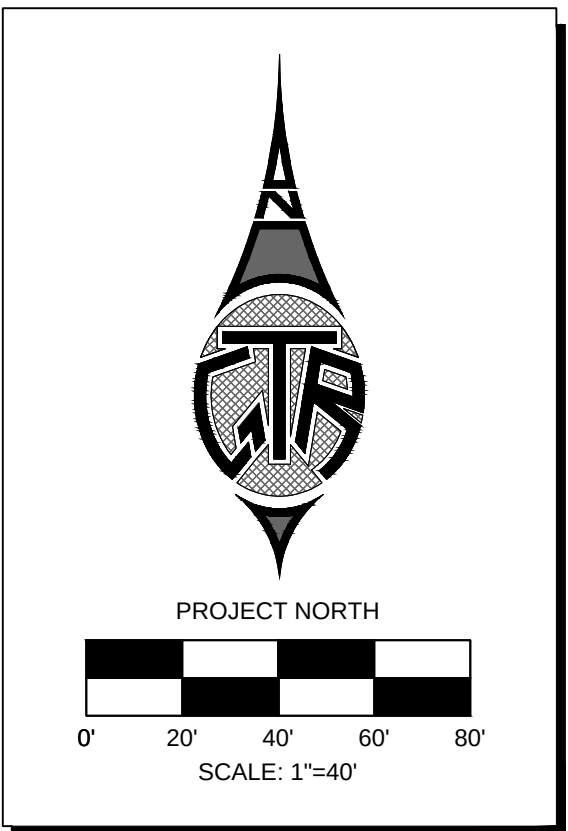
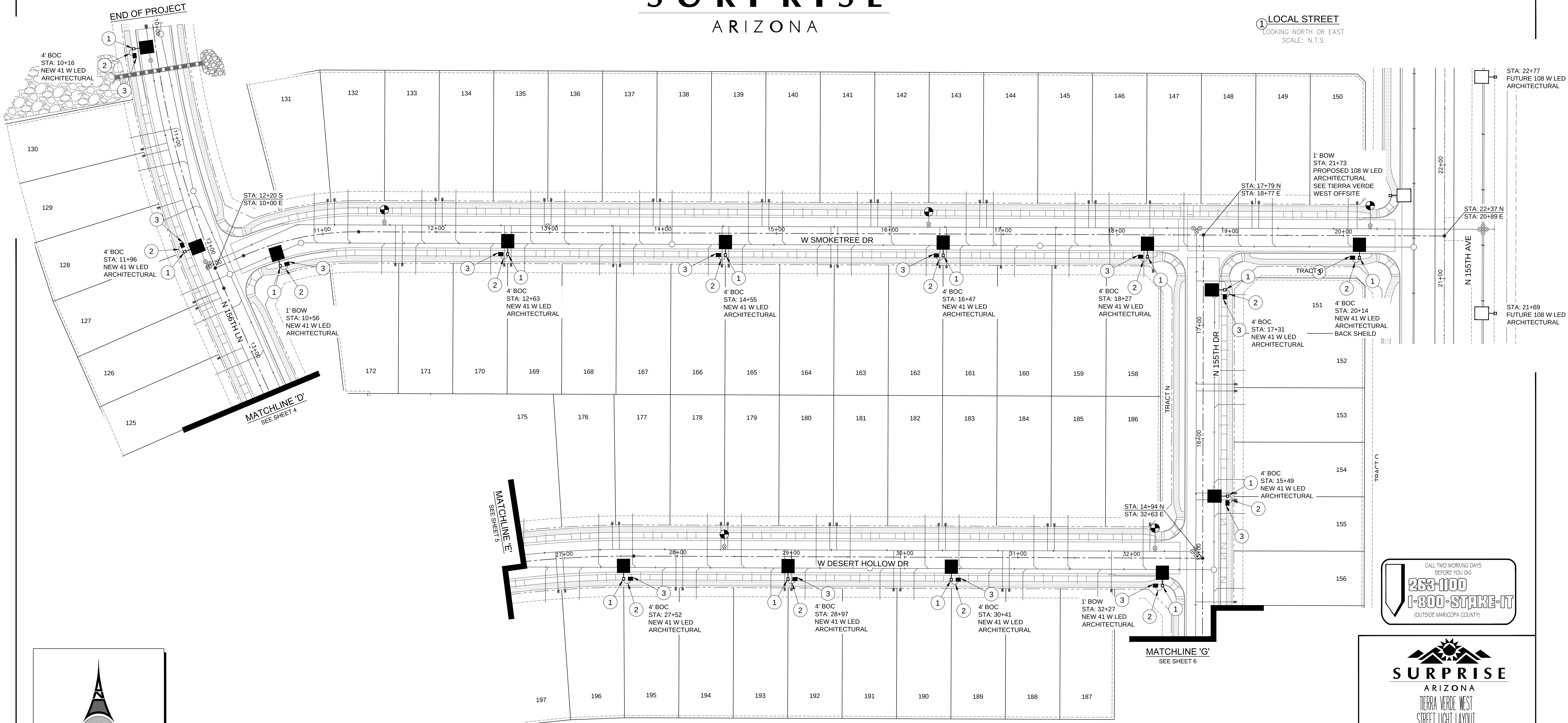
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NDL

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ARIZONA
TIERRA VERDE WEST
STREET LIGHT LAYOUT
PHOTOMETRICS

GTR
ENGINEERING
GTRENGINEERING.COM

CERTIFICATE NO. 29352
JADE GOULD
Professional Engineer (Civil)
Expires 9/30/2018

NO.	REVISIONS	SH	DATE

SHEET 5 OF 11

GTR Contact: Doug Horning

GTR Project #: 17SP2130

Designed By: DDH 09/14/2017
Drawn By: MJS 09/14/2017
Reviewed By: JG 09/14/2017

TIERRA VERDE WEST
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PART OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN,
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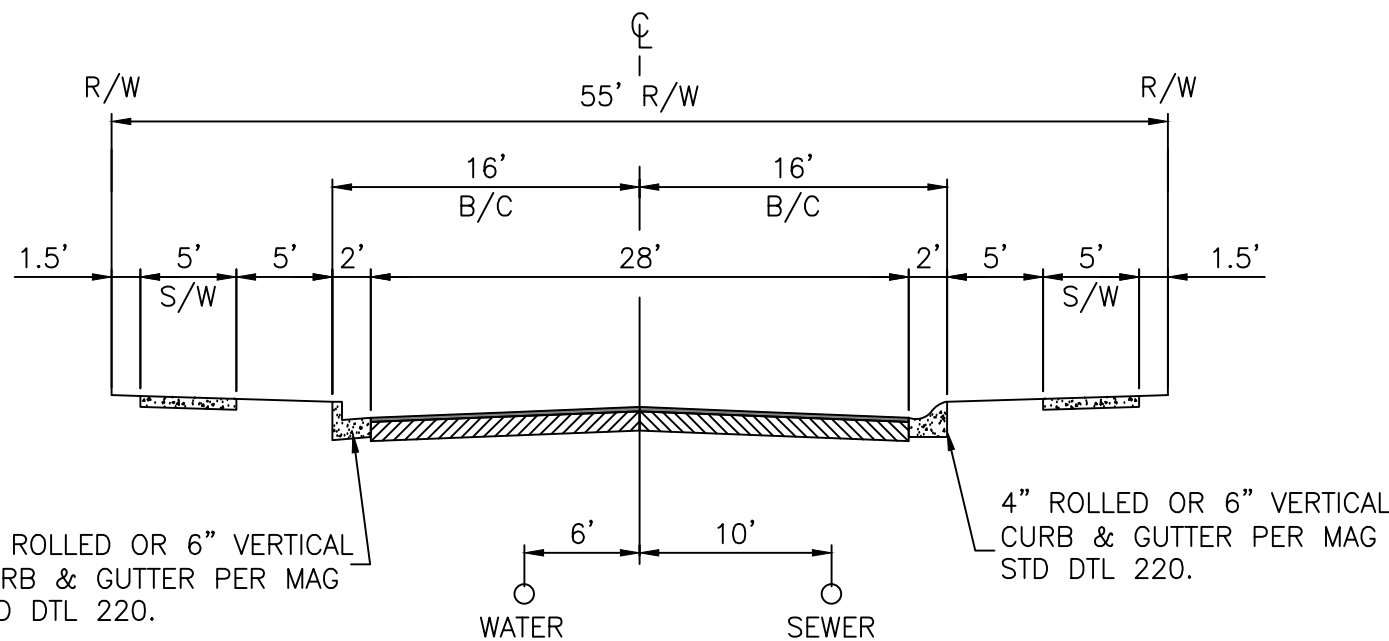
PHOTOMETRIC STUDY

GE LIGHTING ERL1_05G140 -120-277V
GE LIGHTING - EAST CLEVELAND, OH test report no. 15091825, 15091826, 15092221, 15092222
lamp(s): LEDs 757G
candela file 'erl1_05g140-120-277v_tcm201-104027.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 41
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 3, number luminaires= 3
kw all locations= 0.1

GE LIGHTING ERL1_05B140 -120-277V
GE LIGHTING - EAST CLEVELAND, OH test report no. 15091723, 15091724, 15092121, 15092122
lamp(s): LEDs 757G
candela file 'erl1_05b140-120-277v_tcm201-104022.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 41
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 63, number luminaires= 63
kw all locations= 2.6

TIERRA VERDE WEST LOCAL STREETS

4858 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES
Average 0.55
Maximum 2.28
Minimum 0.07
Avg/Min 7.83
Max/Min 32.57
Coef Var 0.93
UniGrad 5.54

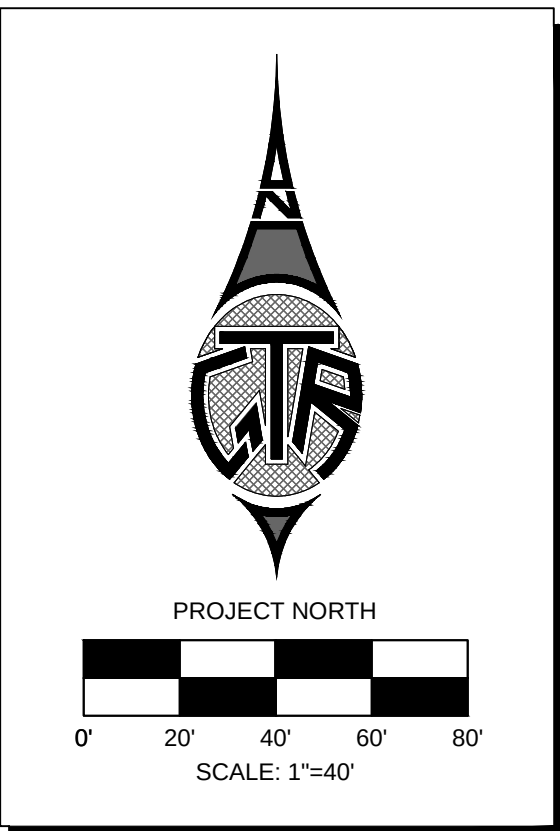


1. LOCAL STREET

LOOKING NORTH OR EAST
SCALE: N.T.S.



APPROVED
CITY OF SURPRISE
ENGINEER
NDL



SURPRISE
ARIZONA
TIERRA VERDE WEST
STREET LIGHT LAYOUT
STREET LIGHT PLANS

GTR
ENGINEERING
GTRENGINEERING.COM

CERTIFICATE NO. 29352
JADE GOULD
Professional Engineer
Arizona
Expires 9/30/2018

NO.	REVISIONS	SH	DATE
1		05-10-18	

SHEET 8 OF 11

GTR Contact: Doug Horning

GTR Project #: 17SP2130

Designed By: DDH 09/14/2017
Drawn By: MJS 09/14/2017
Reviewed By: JG 09/14/2017

DETAILS AND LEGEND FOR STREETLIGHTS:

- 1. INSTALL ONE SINGLE 41W LED, 4,800 LUMEN LED STREETLIGHT WITH PHOTOELECTRIC CONTROL, ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM, SEE DETAIL 1. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
- 2. INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
- 3. INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
- PROPOSED / FUTURE SINGLE LED STREETLIGHT NOT TO BE INSTALLED ON THIS DESIGN.
- FIRE HYDRANT LOCATION PER CIVIL PLANS

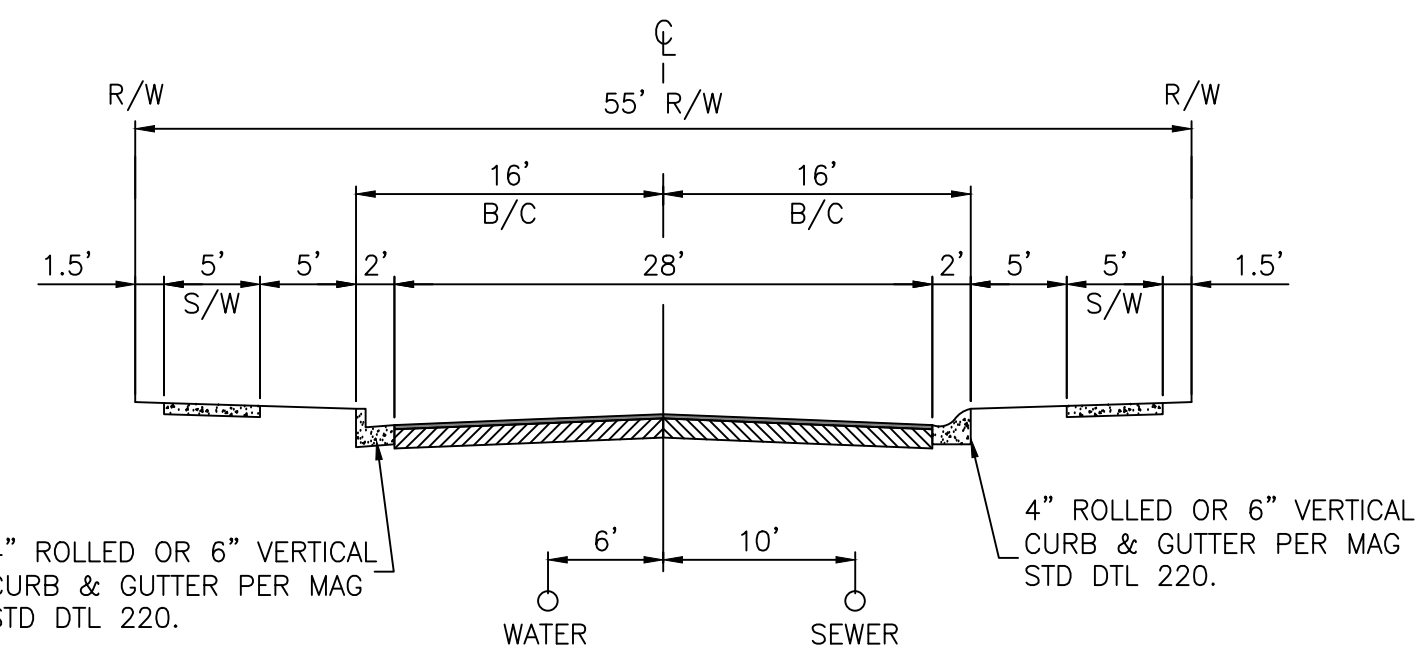
PHOTOMETRIC STUDY

GE LIGHTING ERL1_05G140 -120-277V
GE LIGHTING - EAST CLEVELAND, OH test report no. 15091825, 15091826, 15092221, 15092222
lamp(s): LEDs 757G
candela file 'erl1_05g140-120-277v_tcm201-104027.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 41
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 3, number luminaires= 3
kw all locations= 0.1

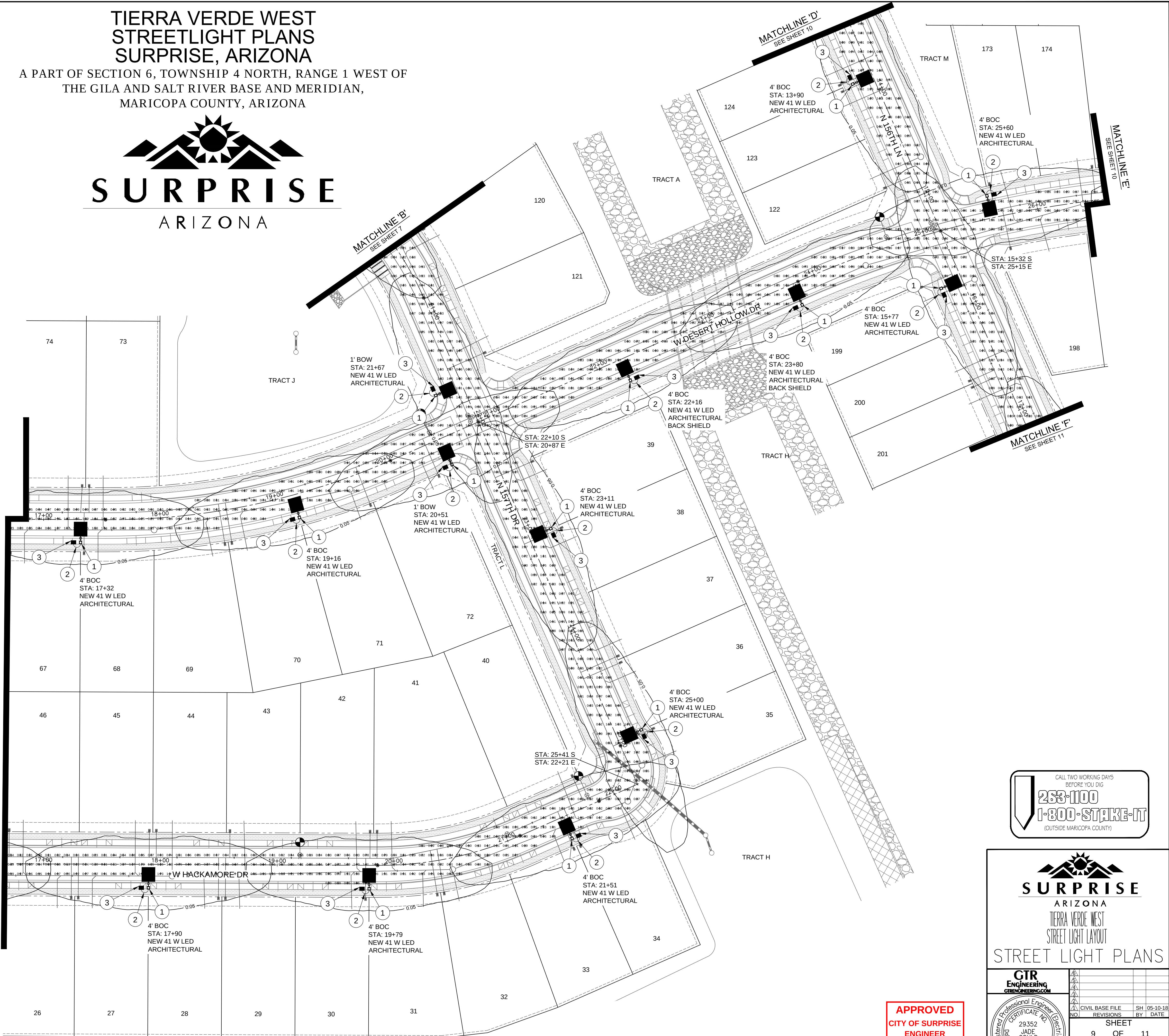
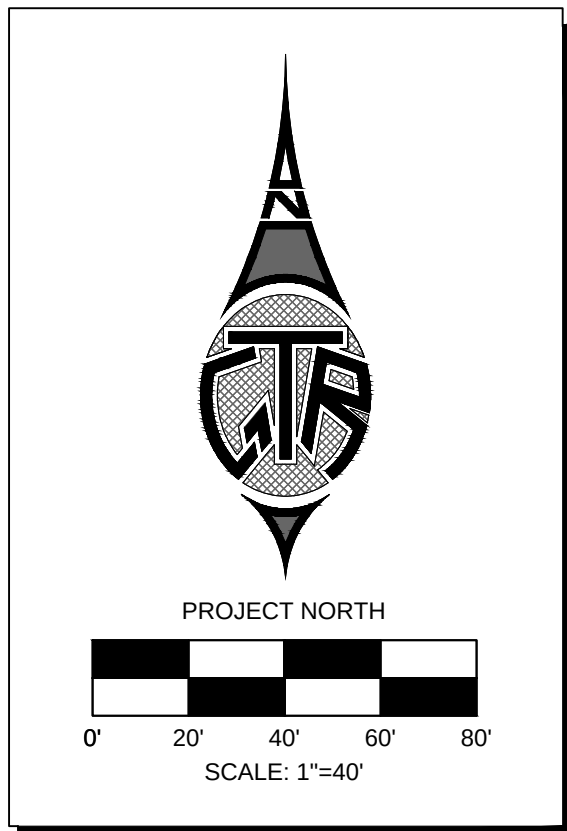
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kw all locations= 2.6

TIERRA VERDE WEST LOCAL STREETS
4858 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES

Average	0.55
Maximum	2.28
Minimum	0.07
Avg:Min	7.83
Max:Min	32.57
Coef Var	0.93
UnitGrad	5.54



1. LOCAL STREET
LOOKING NORTH OR EAST
SCALE: N.T.S.



CALL TWO WORKING DAYS
BEFORE YOU DIG
283-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

SURPRISE ARIZONA
TIERRA VERDE WEST
STREET LIGHT LAYOUT
STREET LIGHT PLANS

GTR ENGINEERING
CITIZENENGINEERING.COM

CIVIL BASE FILE REVISIONS SH 05-10-18 BY DATE

SHEET 9 OF 11

GTR Contact: Doug Horning

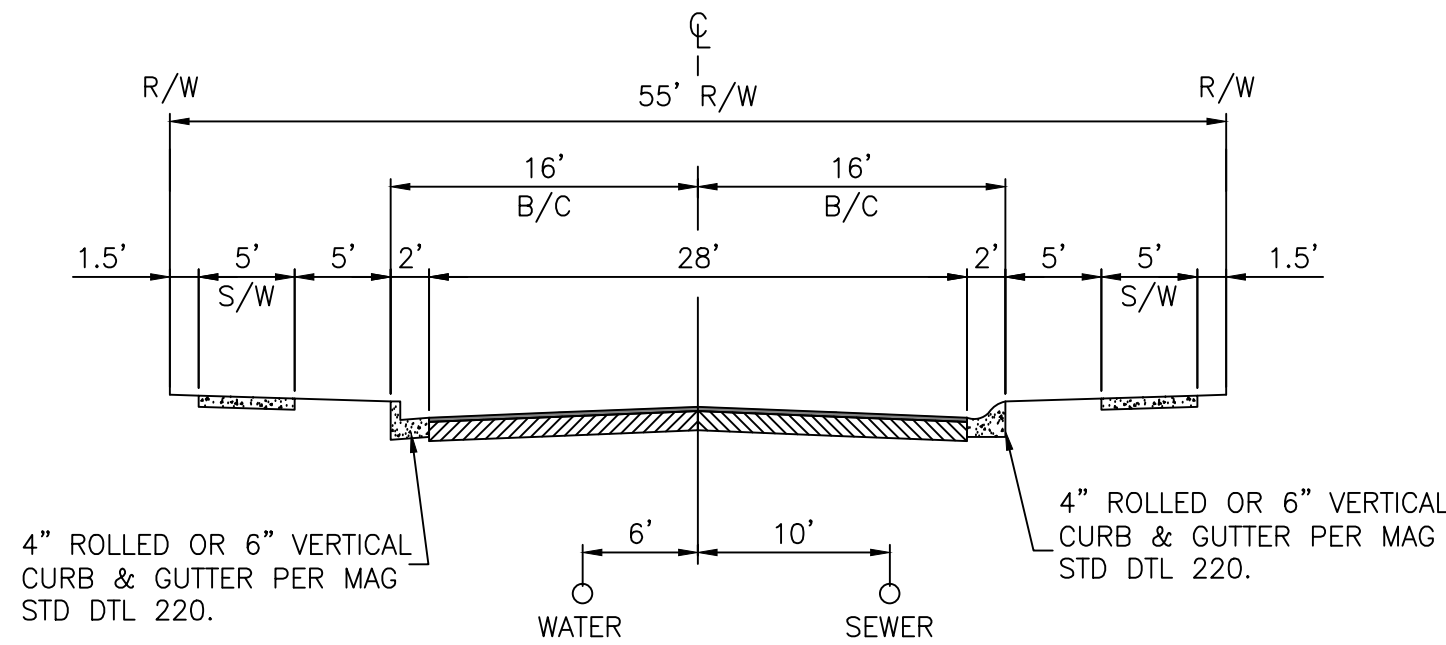
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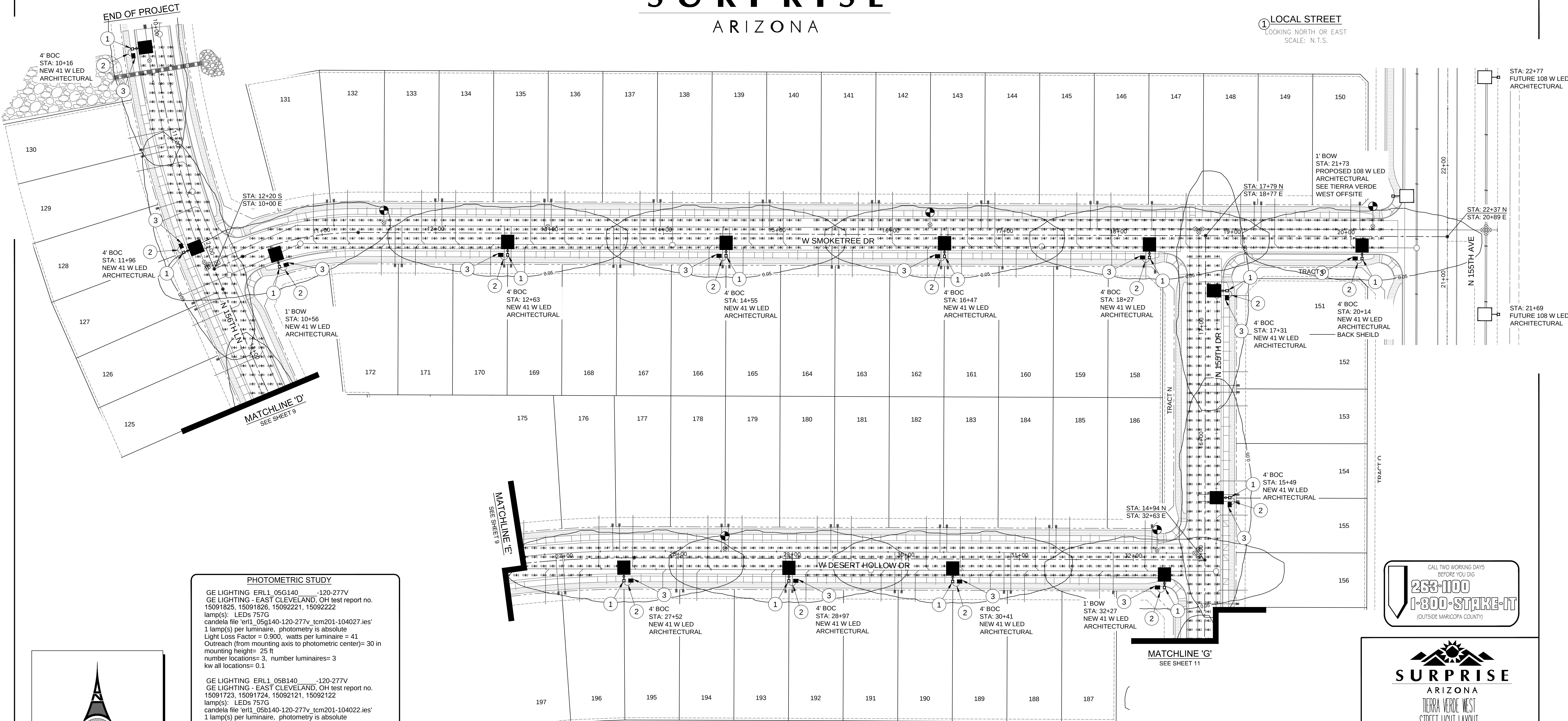
APPROVED
CITY OF SURPRISE
ENGINEER
NDE

TIERRA VERDE WEST
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PART OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA



① LOCAL STREET
LOOKING NORTH OR EAST
SCALE: N.T.S.

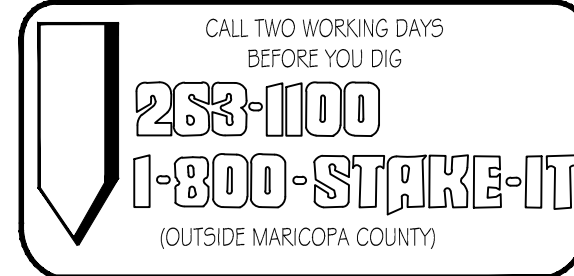
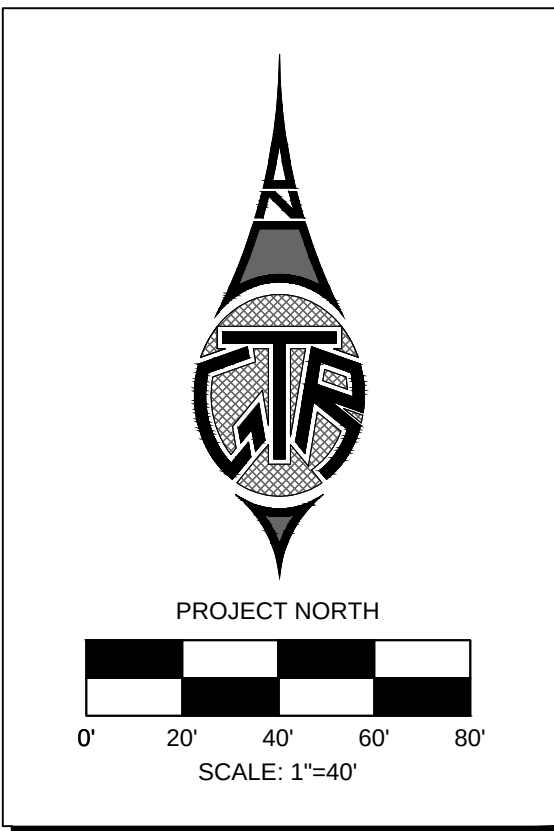


PHOTOMETRIC STUDY

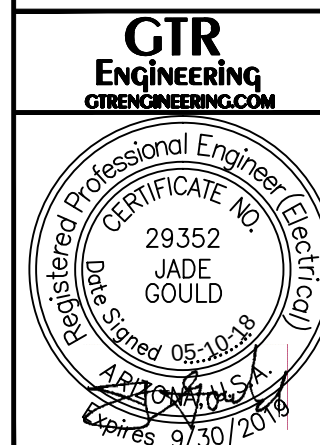
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SURPRISE
ARIZONA
TIERRA VERDE WEST
STREET LIGHT LAYOUT
PHOTOMETRICS



APPROVED
CITY OF SURPRISE
ENGINEER
NDL

6			
5			
4			
3			
2			
1	CIVIL BASE FILE	SH	05-10-18
NO.	REVISIONS	BY	DATE

SHEET

10 OF 11

GTR Contact: Doug Horning			
GTR Project #: 17SP2130			
Designed By:	DDH	09/14/2017	
Drawn By:	MJS	09/14/2017	
Reviewed By:	JG	09/14/2017	

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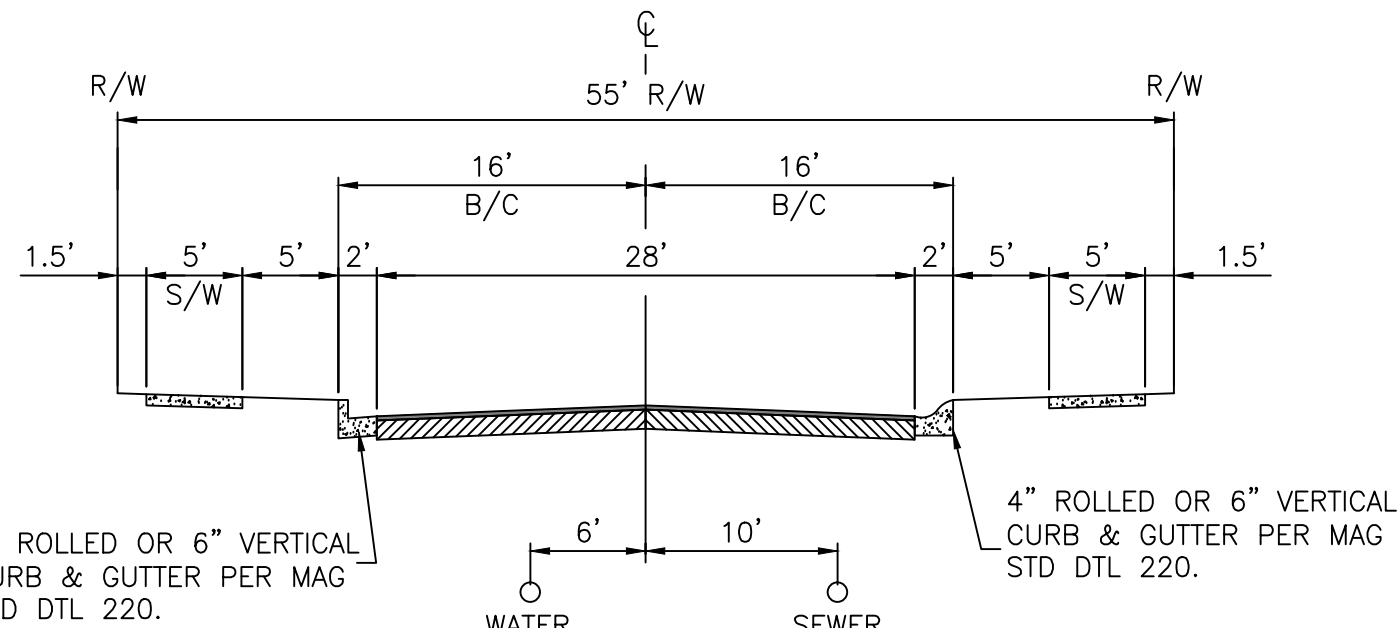
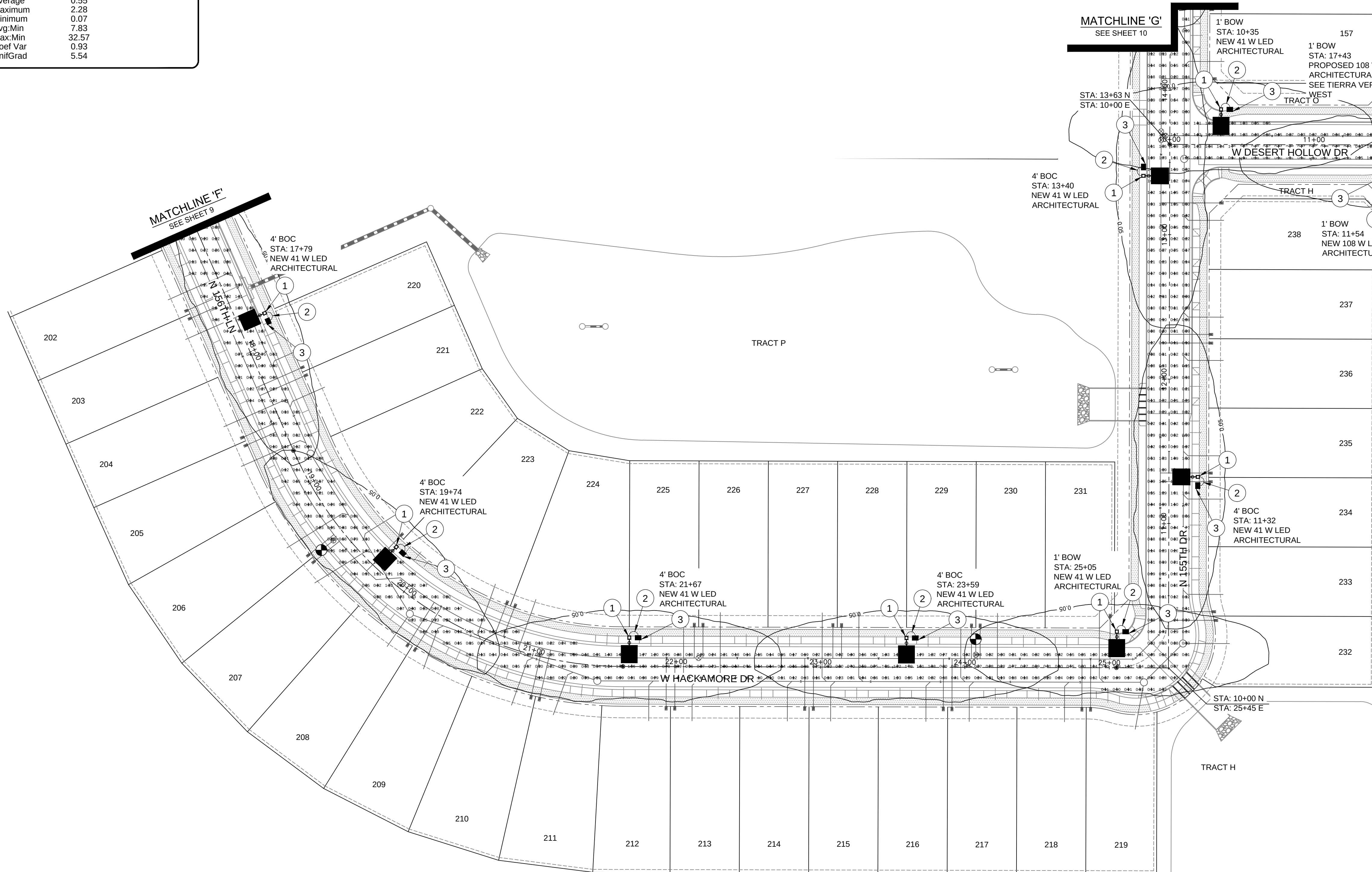
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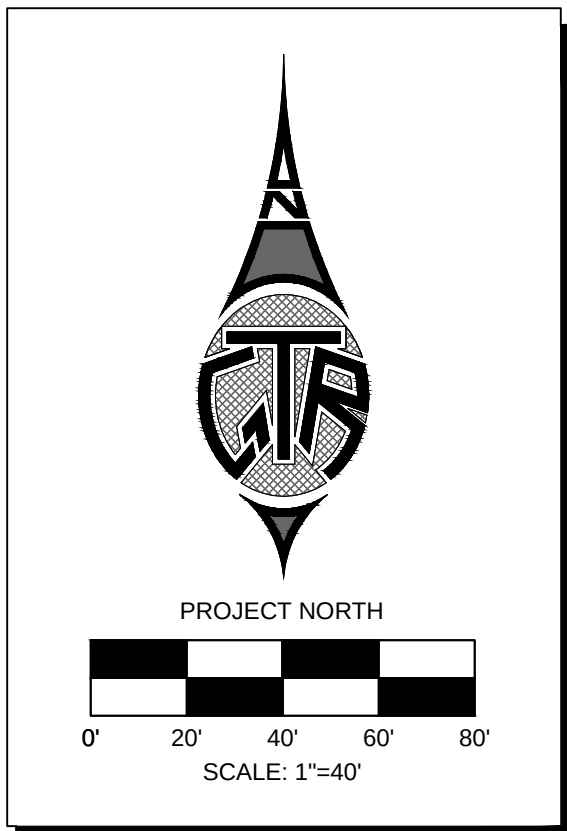
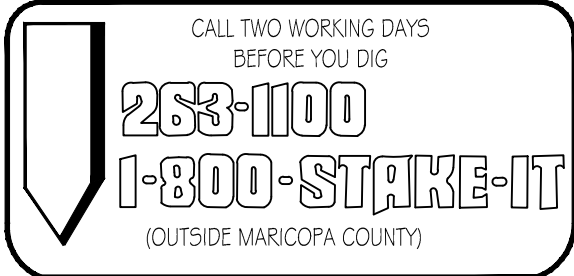


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CITY OF SURPRISE
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NDL

SURPRISE
ARIZONA
TIERRA VERDE WEST
STREET LIGHT LAYOUT
PHOTOMETRICS

GTR
ENGINEERING
GTRENGINEERING.COM

CERTIFICATE NO. 29352
JADE GOULD
EXPIRES 05/10/18

NO.	REVISIONS	SH	05-10-18
1	1	BY	DATE

SHEET 11 OF 11

GTR Contact: Doug Horning
GTR Project #: 17SP2130

Designed By: DDH 09/14/2017
Drawn By: MJS 09/14/2017
Reviewed By: JG 09/14/2017



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 6, 2021

Contact Person: Geoffrey Leggett, Interim Chief of Police

Submitting Department: Police

District: Citywide

Staff Recommendations: None

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an intergovernmental agreement (IGA) with other West Valley municipalities for the creation and participation in a Mobile Field Force for the purpose of providing a pool of specialized officers to be available, upon request, to assist in responding to volatile situations, incidents of civil disturbances, or events involving large crowds; Resolution #2021-18.

Motion:

I move to approve resolution # 2021-18.

Background:

The West Valley Police Chiefs organization expressed the need to pool resources together in the rare event a large scale civil disturbance or volatile situation occurs requiring a significant amount of resources in order control the incident. Assigned officers will train together in order to better prepare for a large scale incident. There will be a coordinated plan and response to assist each other if it becomes necessary.

Objective Analysis:

Although large scale critical incidents are rare, in the event one does happen in the west valley, specialized officers who train together will be better situated to smoothly respond to such an incident in order to quickly gain control and diffuse the situation.

Policy Compliant:

The agency with jurisdiction over the incident will be the lead for the duration of the event and any deployment will have support from the responding agencies in accordance with all rules and policy considerations with the City of Surprise.

Financial Impact:

Agencies will be responsible for their own resources, overtime, salary, vehicles, equipment, and any costs associated with the response.

Budget Impact:

There should not be any budgetary impact as a result of entering into this IGA. The parties to this

agreement will not charge for any administrative fees for work performed pursuant to the agreement. There may be some overtime incurred for a response to a critical incident; however, the benefit outweighs the detriment when a situation can be resolved rather quickly with a multi-jurisdictional response to an event in any given city.

FTE Impact:

No FTE Impact.

ATTACHMENTS:

1. RESOLUTION 2021-18 West Valley Mobile Field Force Response Team
 2. IGA West Valley MFF FINAL 3.4.21
-

RESOLUTION # 2021-18

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF EL MIRAGE, THE CITY OF GLENDALE, THE CITY OF GOODYEAR, THE CITY OF PEORIA, THE CITY OF TOLLESON AND THE TOWN OF WICKENBURG FOR THE CREATION AND PARTICIPATION IN A WEST VALLEY MOBILE FIELD FORCE RESPONSE TEAM.

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

WHEREAS, pursuant to Arizona Revised Statute §13-3872, the City of Surprise has the authority to enter into mutual aid agreements involving law enforcement;

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to facilitate the creation and participation in a West Valley Mobile Field Force Response Team thereby providing greater protection to all the involved entities.

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

Section 1. The Intergovernmental Agreement between the City of Surprise and the Cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria and Tolleson and the Town of Wickenburg , attached as Exhibit A, is approved.

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

APPROVED AND ADOPTED this ____ day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2021-18
EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE CITIES OF AVONDALE, BUCKEYE,
EL MIRAGE, GLENDALE, GOODYEAR, PEORIA AND TOLLESON AND THE
TOWN OF WICKENBURG

**INTERGOVERNMENTAL AGREEMENT
FOR THE CREATION AND PARTICIPATION IN THE
WEST VALLEY MOBILE FIELD FORCE RESPONSE TEAM**

This Intergovernmental Agreement (“Agreement” or “IGA”) is entered into by and between the municipal corporations of the City of Avondale, the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Surprise, the City of Tolleson, and the Town of Wickenburg, for and on behalf of their respective police departments or law enforcement agencies. Throughout this IGA the municipal corporations listed may be referred to as a “Party” and may be referred collectively as “Parties”. The law enforcement agency of the Parties will be referred to as “Agency” or “Agencies”.

I. RECITALS

WHEREAS, the Parties are authorized and empowered by A.R.S. Sections 11-951 *et. seq.* and A.R.S. Section 13-3872, and in some instances by city charter provision, to enter into agreements for the joint exercise of governmental powers and law enforcement mutual aid; and

WHEREAS, agreements for mutual assistance and intergovernmental cooperation in public safety areas have existed between municipalities and governmental jurisdictions; and

WHEREAS, it is the desire of the Parties and Agencies to work together for mutual benefit of the public; and

WHEREAS, it is the desire of the Parties and Agencies to work together and coordinate a response to incidents of civil disturbance, public demonstrations, volatile situations of large or intermediate scale, or any event involving large crowds; and

WHEREAS, the locations of each Party’s jurisdiction and their proximity to each other makes it advantageous to enter into this IGA in order to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity.

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

For purposes of this IGA, the Agencies of the aforementioned Parties shall hereinafter be known collectively as the West Valley Mobile Field Force Response Team (MFFRT). Each West Valley MFFRT agency shall provide a copy of its fully executed IGA to every other member agency. If any Native American Tribal Government becomes a party to this IGA and requests MFFRT assistance, all assisting MFFRT team members shall be granted tribal peace officer authority for the duration of the MFFRT activation within the applicable tribal

jurisdiction.

II. PURPOSE

The purpose of this Agreement is to create the West Valley Mobile Field Force Response Team ("MFFRT"). The primary goal of the MFFRT is to provide a pool of specialized officers available, upon request, to assist in responding to volatile situations, incidents of civil disturbance, public demonstrations or events involving large crowds.

III. ACTIVATION, PROCEDURES AND RESOURCES

Each Agency director shall appoint a MFFRT Leader ("Leader") as well as an Alternate for that Agency who shall be no less than the rank of commander or equivalent, and no less than four (4) sworn officers to be MFFRT Members ("Members"). Each Leader shall be responsible for all training, coordination and deployment of members from the same Agency, as well as coordination of training and deployment with the other Agencies. Leaders are also responsible for mediating any disagreements between the Agencies during a MFFRT deployment. Each Agency shall notify every other Agency of the name and contact information of that Agency's Leader and Alternate, as well as when that designation or information changes.

Any Agency to the Agreement may request activation or deployment of MFFRT. It shall be the responsibility of the Agency requesting activation to contact assigned Leaders via the law enforcement communications center of each Agency.

The Agency that has jurisdiction over the incident or investigation will remain as the lead agency for the duration of a particular MFFRT deployment with support from MFFRT agencies.

Each Agency, if resources are available, shall make at least one sworn law enforcement officer available along with supporting equipment such as vehicles in support of any MFFRT deployment. In the event a MFFRT Member is not available or as the situation dictates, a MFFRT agency may provide other sworn officers not designated as MFFRT Members in support of a MFFRT deployment.

Each Agency shall have the sole discretion to determine how many or how long any of its personnel or resources shall be assigned in support of a MFFRT deployment.

IV. COSTS AND ANY REIMBURSEMENT

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include but are not limited to employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the West Valley Mobile Field Force Response Team, some or all of these expenses may be reimbursed

to the Parties. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

V. NONDISCRIMINATION

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

VI. INDEMNIFICATION

Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

VII. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court unless the subject matter of the dispute involves an Indian Community, then venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

VIII. EFFECTIVE DATE, DURATION AND CANCELLATION OF AGREEMENT

This Agreement shall become effective upon execution by the Parties hereto and shall remain in effect until July 1, 2026, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so. Any Party may withdraw from this Agreement with or without cause by giving thirty (30) calendar days written notice to the other Parties to the Agreement.

IX. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

X. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party, nor a signature line shall be required in each counterpart, except that on a counterpart being brought forward by a Party to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

XI. WORKER'S COMPENSATION

Pursuant to A.R.S. §23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The parent agency shall be solely liable for payment of worker's compensation benefits. In addition, any volunteer of a Party that is involved in the execution of training, events or activities pursuant to this Agreement shall be considered an employee of that Party pursuant to A.R.S. §23-901.06 and entitled to benefits pursuant to A.R.S. Title 23, Chapter 6 Worker's Compensation.

XII. OTHER PROVISIONS

In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

Each party agrees to comply with A.R.S. 35-393 et seq. if applicable.

Nothing within this Agreement shall be construed to limit the ability of participating MFFRT members to provide or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an

incident, crime or matter under consideration.

The Parties expressly agree that this IGA is neither intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary, nor authorize anyone not a Party to this IGA to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this IGA.

Neither this IGA, nor any of its rights and obligations, may be transferred or assigned by any Party, without the consent of all Parties.

No term or provision in this IGA is intended to create a partnership, joint venture or agency arrangement between the Parties.

XIII. COMPLIANCE WITH E-VERIFY PROGRAM

To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

All of the Parties retain the legal right to inspect the documentation of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

XIV. NOTICES

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. The West Valley MFFRT Leaders shall compile a list of each Party's contact person, address, and phone number and distribute said list to each member to this Agreement.

IN WITNESS WHEREOF, the Party named below has executed this Agreement on _____.

CITY OF _____, an Arizona
municipal corporation

By: _____
NAME
Mayor

ATTEST:

NAME
City Clerk

APPROVED AS TO FORM:

NAME
City Attorney

Reviewed By: _____
NAME
Chief of Police

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

By: _____
NAME
City Attorney

Date: _____



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 6, 2021

Contact Person: Robert Wingo, CITY
ATTORNEY

Submitting Department: Legal

District: Citywide

Staff Recommendations: None

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

Consideration and action finding and declaring that the continuation of a grant of a franchise to EPCOR Water Arizona Inc. is beneficial for the City of Surprise and calling a special franchise election to be held on November 2, 2021, to submit to the qualified electors of Surprise the question of whether a franchise shall be granted to EPCOR; Resolution #2021-23.

Motion:

I move to approve Resolution # 2021-23.

Background:

A franchise is a special privilege conferred by municipalities to public service utility corporations for the use of streets in a manner not available to ordinary citizens of common right. Franchise agreements outline the rules, rights and fees associated with using public property for private use and benefit. By definition, franchise agreements are applicable for those public rights-of-way occupants that provide services to the local community. The power that local municipalities have, and thus the use of the franchise agreement, is regulated through state law. Federal law may dictate who must have access to public rights-of-way, but on what condition this occupancy occurs is under local control per state law. A franchise agreement serves as the device to set these conditions.

EPCOR Water Arizona Inc. has been operating certain water delivery and wastewater systems throughout the City of Surprise since it was assigned a franchise approved by the qualified electors of Surprise in July 1995. That franchise has since expired and EPCOR desires to continue operating its potable water delivery system and wastewater system within the Corporate Boundaries of Surprise under a new franchise agreement.

Objective Analysis:

Staff and EPCOR have negotiated a new franchise agreement. Under the agreement, EPCOR will be allowed to continue to construct, maintain, and operate its potable water delivery and wastewater system, consistent with its Certificate of Convenience and Necessity, within the rights-of-way of the City of Surprise. The agreement is similar to the previous franchise agreement and will have a term of 25 years. The franchise agreement provides for:

- 1) the continued payment of a franchise fee of 2% in addition to any applicable taxes or assessments;
- 2) compliance with City practices, including rights-of-way restoration, permitting, and construction

standards;
3) Indemnity and insurance requirements.

EPCOR will also pay for the costs associated with the November 2, 2021 special election.

Policy Compliant:

This item complies with the processes and substantive requirements of Arizona state law, to wit: a public service corporation desiring a franchise must file the proposed franchise in the records of the respective municipality and the franchise must be presented to the City Council. If the City Council deems the granting of the franchise beneficial to the City, then by resolution, the City Council states that fact and submits the approval to the qualified electors of the City.

Financial Impact:

The franchise agreement provides for payment of a 2% franchise fee and collection of applicable taxes. The following reflects the franchise fee revenue collected from EPCOR for the most recent five years within the General Fund:

FY16: \$538,647.53
FY17: \$545,036.52
FY18: \$563,812.98
FY19: \$507,778.80
FY20: \$499,330.76

Budget Impact:

If approved, revenue generated by this agreement will be included as part of the annual budget process.

FTE Impact:

N/A

ATTACHMENTS:

1. 21.03.15 Res 2021-23 EPCOR Franchise
 2. 21.03.22 EPCOR Franchise Presentation
-

RESOLUTION # 2021-23

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, FINDING AND DECLARING THE GRANTING OF A FRANCHISE TO EPCOR WATER ARIZONA INC. BENEFICIAL FOR THE CITY OF SURPRISE; ORDERING AND CALLING A SPECIAL FRANCHISE ELECTION TO BE HELD ON NOVEMBER 2, 2021, IN AND FOR THE CITY OF SURPRISE, ARIZONA, TO SUBMIT TO THE QUALIFIED ELECTORS THEREOF THE QUESTION OF WHETHER OR NOT THE FRANCHISE SHALL BE GRANTED TO EPCOR WATER ARIZONA INC.; PRESCRIBING THE FORM OF THE BALLOT; AND AUTHORIZING AND DIRECTING THE CITY CLERK TO TAKE ALL NECESSARY ACTIONS TO FACILITATE THE ELECTION.

WHEREAS, on July 13, 1995, the qualified electors of the City of Surprise (the "City") approved a 25-year franchise agreement with Citizens Utilities Company, Sun City Water Company, and Sun City Sewer Company, which has subsequently been assigned to EPCOR Water Arizona Inc. ("EPCOR"), to construct, maintain, and operate a potable water delivery system and a wastewater collection, treatment, and disposal system throughout the City of Surprise public rights-of-way ("1995 Franchise");

WHEREAS, the 1995 Franchise expired on July 13, 2020;

WHEREAS, the Mayor and Council of the City of Surprise have determined that it will be beneficial to the City to grant a new franchise to EPCOR, conferring the right to utilize the City's rights-of-way for the continued construction, maintenance, and operation of a potable water delivery system and a wastewater collection, treatment, and disposal system;

WHEREAS, under applicable Arizona law, a public utility franchise agreement must be approved by a majority of the qualified electors of the City of Surprise in a regular or special election; and

WHEREAS, the Mayor and Council of the City of Surprise desire to submit to the Surprise qualified electors the approval of a franchise agreement with EPCOR for the continued construction, maintenance, and operation of a potable water delivery system and a wastewater collection, treatment, and disposal system in the City public rights-of-way.

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

Section 1. The Mayor and City Council of the City of Surprise deem the continuation of the grant of a franchise, as more specifically described in the agreement

attached hereto as Exhibit "A" and incorporated by reference, to EPCOR Water Arizona Inc. beneficial to the City.

Section 2. That a special franchise election, in and for the City, be and the same is hereby ordered and called to be held on November 2, 2021, at which time there shall be submitted to the qualified electors of the City the question as to whether a franchise (as more specifically described in the agreement attached to this Resolution as Exhibit "A") shall be granted to EPCOR Water Arizona Inc.

Section 3. The Surprise City Clerk will give notice of the election by causing a copy of this Resolution, including the proposed franchise, to be published in full in a daily newspaper of general circulation in Maricopa County, no later than thirty (30) consecutive days prior to the election.

Section 4. The question posed to voters on election ballots will appear in substantially the following form:

SHALL A FRANCHISE BE GRANTED TO EPCOR WATER ARIZONA INC., ITS SUCCESSIONS AND ASSIGNS, CONFERRING THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE IN, OVER, UNDER AND ACROSS THOSE PORTIONS OF THE PUBLIC RIGHTS-OF-WAYS WITHIN THE CITY OF SURPRISE, ARIZONA, A POTABLE WATER DELIVERY SYSTEM AND A WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEM FOR THE PURPOSE OF PROVIDING WATER AND WASTE WATER SERVICES WITHIN THE CITY OF SURPRISE AND ITS FUTURE ADDITIONS?

Section 5. That the election shall be a mail ballot election as provided in Section 16-409, Arizona Revised Statutes and that the Surprise City Clerk is hereby authorized and directed to take all necessary actions to facilitate the election.

Section 6. That the election shall be held, conducted and canvassed in conformity with the provisions of the election laws of the State of Arizona, except as otherwise provided by law, and only such persons shall be permitted to vote at the election who are qualified electors of the City.

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

FRANCHISE AGREEMENT

**FRANCHISE AGREEMENT
BETWEEN EPCOR WATER ARIZONA INC.
AND
THE CITY OF SURPRISE, ARIZONA**

- 1. Grant of Franchise.** There is hereby granted to EPCOR Water Arizona Inc., a corporation organized and existing under and by virtue of the laws of the State of Arizona, and its successors and assigns ("Grantee"), the right and privilege to construct, maintain, and operate within the present and future public rights-of-way (including but not limited to streets, alleyways, highways, and bridges) in the applicable Franchise Area (as defined below) in the City of Surprise, Arizona ("City"), a potable water delivery system and a wastewater collection, treatment and disposal system, together with certain appurtenances (including but not limited to transmission mains, distribution mains, service lines, wastewater collection and transportation mains and treatment and disposal and equipment, fire hydrants, meters and equipment for its own use) for the purpose of supplying potable water and providing wastewater collection, treatment and disposal services to City, its successors, the inhabitants thereof, and all individuals and entities within or beyond the limits thereof for all purposes for which it is duly authorized by its Certificate of Convenience and Necessity ("Franchise"). For purposes of this Franchise, the "Franchised Area" with respect to Grantee shall consist only of those portions of the area within the then-effective borders of City that are also within the boundaries of any then-effective Certificate of Convenience and Necessity as granted by the Arizona Corporation Commission to Grantee. All such transmission mains, distribution mains, and service lines shall be located underground unless otherwise approved by City. Grantee shall not construct wells, well sites, storage, or pumping facilities in the public rights-of-way. Nothing herein shall be construed to permit Grantee to maintain any portion of its potable water delivery system, wastewater collection, treatment and disposal system, or appurtenances thereto in any manner which would affect or interfere in any way, as determined by City in its sole discretion, with City's use of the public rights-of-way for its intended use; provided, however, that the foregoing shall not preclude reasonable temporary interference necessitated by the applicable Grantee's repair or maintenance of those facilities.

 - 1.1.** This Franchise does not and shall not be interpreted to grant or vest Grantee with any ownership, leasehold, or any other property interest in the Franchised Area or any other City-owned property.
 - 1.2. Mineral Rights.** City owns all rights to oil, gas, and minerals found on, in, under, or above the Franchised Area. Nothing herein shall be deemed a transfer of City's right or interest to oil, gas, or other minerals found on, in, under, or above the Franchised Area or any other public property.

2. Grantee's Compliance with Requirements; Plans Submitted for Approval; City Construction near Grantee's Facilities.

- 2.1.** The quality of water treatment, transmission, and distribution services provided by Grantee shall comply with the requirements of the United States Environmental Protection Agency, Arizona Department of Environmental Quality, Arizona Corporation Commission, Arizona Department of Health Services, the Maricopa County Environmental Services Department, and any other future governing bodies.
- 2.2.** All construction under this Franchise shall be performed in accordance with established practices for City with respect to such public rights-of-way. Before Grantee makes any installations in the public rights-of-way, Grantee shall submit for approval any applicable permit applications and a map showing the location of such proposed installations to City. Only when time does not permit prior application for a permit and repairs to Grantee's facilities are reasonably required, Grantee first may institute and complete the repairs and then complete and file the applicable permit application. In this case, telephone notification of the repair will be given as soon as practicable to the contact person designated by City. Within ninety (90) calendar days after the approval of this Franchise by the Mayor and Council of City, Grantee shall submit to City's City Manager a map showing the true and correct location of all present installations of Grantee within City's rights-of-way.
- 2.3.** If City undertakes, either directly or through a contractor, any construction project adjacent to or near Grantee's facilities operated pursuant to this Franchise and for the relocation of which City is required hereunder to pay, City shall include in all such construction specifications, bids, and contracts a requirement that as part of the cost of the project, the contractor or contractor's designee obtain from Grantee the temporary or permanent removal, relocation, barricading, and/or depressurization of Grantee's facilities or equipment, all as necessary to avoid the creation of an unsafe condition in view of the equipment to be utilized or the methods of construction to be followed by the contractor.
- 2.4.** For projects constructed after the Effective Date (as described in section 7) and upon written request of City, Grantee shall provide within fourteen (14) City business days, on a project by project basis, as-built drawings of any Grantee facility installed within City right-of-way or contiguous to City right-of-way. As-built drawings refer to the facility drawings maintained in Grantee's computer aided design ("CAD"), geographical information system ("GIS"), or any equivalent system.

3. Construction and Relocation of Grantee's Facilities; Payments.

- 3.1.** All facilities installed or constructed pursuant to this Franchise shall be so located or relocated and so erected as to minimize the interference with traffic or other authorized use over, under, or through the public right-of-way. Those

phases of construction of Grantee's facilities relating to traffic control, backfilling, compaction, and paving as well as location or relocation of facilities herein provided for shall be subject to regulation by City. Grantee shall keep accurate records of the location of all facilities in the public right-of-way and furnish them to City upon request. Upon completion of new or relocation construction of underground facilities in the public right-of-way, Grantee shall provide City with corrected drawings showing the actual location of the underground facilities in those cases where the actual location differs significantly from the proposed location approved in the permit plans.

- 3.2.** If City requires Grantee to relocate Grantee's facilities that are located in private easements, the entire cost of relocating Grantee's facilities (including the cost of purchasing a new private easement or right-of-way, if necessary) shall be borne by City. City shall not be obligated to bear such costs under this section 3.2 if, prior to City's acquisition of such right-of-way, either: (i) Grantee subordinated its easement or right-of-way in such a manner that the person from whom City acquired the right-of-way would not have been obligated to bear any costs of such relocation, or (ii) Grantee did not in fact obtain such easement or right-of-way.
- 3.3.** Except as covered in sections 3.2 or 3.5, Grantee shall bear the entire cost of relocating its facilities located on public rights-of-way.
- 3.4.** Grantee's operation of a potable water delivery system and a wastewater collection, treatment, and disposal system is subject to Arizona law regarding prior rights. City reserves its prior superior rights to use the public right-of-way and City property, including the surface areas, for all public purposes. Provided that anything contained herein does not interfere with Grantee's obligation to provide safe and reliable water and wastewater service, any privilege claimed under this Franchise by Grantee in any public right-of-way or other public property is subordinate to any: (a) prior or subsequent lawful occupancy or use thereof by City or any other governmental entity; (b) prior lawful occupancy or use thereof by any other person or entity; and (c) prior easements therein. Notwithstanding the foregoing subordination provision, nothing herein extinguishes or otherwise interferes with property rights established independently of this Franchise. When the City uses its prior superior right to the public rights-of-way, or other City property, Grantee shall move its property that is located in the public right-of-way or on other City property at its own cost, to such location as City directs.
- 3.5.** If City, at its expense, has previously required Grantee to relocate its facilities in a particular area, and Grantee desires to again relocate these facilities, Grantee shall bear the entire cost of such relocation. City will bear the entire cost of relocating any of Grantee's facilities, the relocation of which is necessitated by the construction of improvements by, or on behalf of, City in furtherance of a proprietary function.

- 3.6.** If City relocates and/or participates in the cost of relocating Grantee's facilities for any reason, the cost of relocation to City shall not include any additional cost resulting from any upgrade or improvement of Grantee's facilities as they existed prior to relocation. Notwithstanding the foregoing, if Grantee requests, in connection with any such relocation by City, any upgrade or improvement of the affected Grantee's facilities, City will in good faith consider such request, subject in each case to Grantee's agreement to pay for the actual, additional costs up front prior to any upgrade or improvement for the requested upgrade or improvement. City will deliver to Grantee documentation reasonably satisfactory to Grantee to evidence the actual, additional cost of such upgrades and improvements. In no event shall City be responsible for considering or undertaking an upgrade or improvement to any of Grantee facilities being relocated by City if doing so would adversely affect City's schedules for completion.
- 3.7.** All underground abandoned lines shall continue to remain the property of Grantee, unless Grantee specifically acknowledges otherwise to the City Engineer and such is accepted by City. Grantee shall remove, at Grantee's sole cost, abandoned lines at the request of City when required to facilitate construction of any municipal project or as City determines is reasonably necessary to protect public health and safety. Grantee may contract with City contractor for such removal. Prior to removal of any abandoned lines, Grantee shall notify City of its intent to remove abandoned lines and offer possession of said lines to City. Grantee shall identify the location of any known abandoned lines as they exist at the time this Franchise is granted through recognized industry means. Grantee shall further identify the location of any lines that become abandoned during the term of this Franchise in a like manner.
- 3.8.** Subject to the provisions of the foregoing sections 3.2, 3.3, and 3.4 regarding the cost of relocation of Grantee's facilities, Grantee's right to retain its facilities in their original location is subject to the paramount right of City to use its public rights-of-way for all permitted purposes, including without limitation, to carry out its governmental functions. All functions of City, which are not specifically determined by law to be proprietary, are governmental. City's permitted purposes shall include, but shall in no way be limited to, the following functions of City:
- 3.8.1.** Any and all improvement to City streets, alleys, and avenues;
 - 3.8.2.** Establishing and maintaining sanitary sewers, storm drains, drainage structures, and related facilities;
 - 3.8.3.** Establishing and maintaining parks, parkways, pedestrian malls, or grass, shrubs, trees, and other vegetation for the purpose of landscaping any street or public property;
 - 3.8.4.** Providing fire protection and other public safety functions;
 - 3.8.5.** Collection and disposal of garbage/solid waste and recyclables;
 - 3.8.6.** Providing public transportation;
 - 3.8.7.** Operation of City-owned utility systems;

- 3.8.8.** Any structures for public purposes deemed appropriate by the Mayor and Council of City; or
 - 3.8.9.** Any structure for any purpose, whether governmental or proprietary, which City is authorized to construct and/or maintain.
- 3.9.** Where City's facilities or other facilities occupying a right-of-way under authority of a City permit or license are already located in the right-of-way and a conflict between Grantee's potential facilities and the existing facilities can only be resolved expeditiously as determined by the Director of Public Works by relocating the existing City or permittee facilities, Grantee shall bear the entire cost of relocating the existing facilities, irrespective of the function they served.

4. Indemnification/Insurance.

- 4.1. Indemnification.** To the fullest extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless City and any of its departments, agencies, officers, employees, elected officials, and representatives from all damages, claims, or liabilities (including without limitation: personal injury, death, and property damage) and expenses (including attorney's fees) only to the extent arising out of, or resulting from: (i) Grantee's performance or failure to perform the services required of Grantee under the terms of this Franchise; (ii) the negligent or intentional acts, errors, mistakes, or omissions, of Grantee, its officers, employees, or others for whose acts that Grantee may be legally liable; (iii) any injury or damage to any third-party or third-party property from the performance, work, and/or exercise of this Franchise by Grantee, including without limitation, third-party consequential damages; or (iv) the work performed by Grantee, its officers, employees, or others for whose acts that Grantee may be legally liable under this Franchise, including without limitation, any claims or litigation by third-parties.
- 4.2. Insurance.** During the term of this Franchise, and for such other term that any claims may be brought, Grantee shall maintain in full force and effect, at no cost or expense to the City, commercial general liability insurance in the amount of five million dollars combined single limit for bodily injury and property damage. The City shall be designated as an additional insured. Such insurance will not be cancelable or materially modified except upon thirty (30) days prior written notice to the City. Upon written request, Grantee shall provide a certificate of insurance and all endorsements showing evidence of the coverage required by Section 4 of this Franchise. Grantee may self-insure the above-described policy coverages if Grantee or its parent is of sufficient financial standing to provide such insurance. Upon written request by City, Grantee shall provide City with proof of Grantee's or its parent's sufficient financial standing to provide the self-insurance listed.
- 4.3. Coverage.** Grantee shall secure and maintain during the term of this Franchise, insurance coverage which shall include statutory workers' compensation, comprehensive general, and automobile liability, all including

contractual liability assumed by the insured. The comprehensive general and automobile limits shall be no less than five million U.S. dollars (\$5,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than five million U.S. dollars (\$5,000,000) annual aggregate for each personal injury liability and products-completed operations. City shall be named as an Additional Insured with respect to all operations of the insured and Grantee's insurance policy shall contain a waiver of subrogation against City, its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from the service provided by or on behalf of Grantee in the event the Grantee is found to be negligent. Insurance coverage must be provided by an insurance company admitted to do business in Arizona and rated A-VII or better by AM Best's Insurance Rating. Subsequently, a certificate of insurance, signed by an authorized representative of the insurer with 30 days' notice of cancellation, material modification, or non-renewal, and all required endorsements shall be presented a minimum of five (5) days after the date of expiration of the policy term.

4.4. Certificate of Insurance and Endorsements. Grantee shall submit to City – Attention: Risk Manager, 16000 North Civic Center Plaza, Surprise, Arizona, 85374 - a certificate of insurance, evidencing the coverage and limits stated in the foregoing paragraph, and all required endorsements, within ten (10) days of award of this Franchise. Insurance evidenced by the certificate shall not expire, be cancelled, be materially modified, nor non-renewed without thirty (30) days' prior written notice to City. A statement to that effect must appear on the face of the certificate, and certificate shall be signed by a person authorized to bind the insurer.

5. Restoration of Rights-of-Way. Subject to the provisions of the foregoing sections 3.2, 3.3, and 3.4 regarding the cost of relocation of Grantee's facilities, (i) whenever Grantee shall cause any work, opening, or alteration whatsoever to be made for any purpose in any City public right-of-way, the work shall be completed with due diligence within a reasonably prompt time; and Grantee shall, upon completion of such work, restore the disturbed property to as good a condition as it was in prior to such work, openings or alteration, and (ii) Grantee shall provide any barricades, signing, rerouting of traffic, or other actions which City shall consider necessary or desirable in the interest of public safety during any such opening or alteration within the public right-of-way.

5.1. Street Repair. If Grantee causes damage to pavement, sidewalks, driveways, landscaping, or other property during construction, installation, or repair of its facilities, Grantee or its authorized agent shall replace and restore such places as nearly as possible to its original condition that existed before the damage occurred. If the repair, replacement, or restoration cannot replicate the site's original condition, Grantee shall return the site to a condition that approximates the original condition and compensate City for any difference. All repair and restoration necessary to meet the requirements set forth in this Section shall

be at Grantee's expense and shall be conducted in a manner acceptable to City, in its sole unreviewable discretion. For any pavement or sidewalk cuts by Grantee, Grantee agrees to restore the pavement or sidewalks.

5.2. Damage to Public Property. In addition to any indemnity obligation under this Franchise, whenever the installation, use, maintenance, removal, or relocation of any of Grantee facilities are required or permitted hereunder, and such installation, removal, or relocation damages or disturbs the surface or subsurface of any ROW or public property or any public improvement that may be located thereon, therein, or thereunder, however such damage or disturbance was caused, Grantee, at its sole cost and expense, shall promptly restore the surface or subsurface of the ROW or public property and/or repair or replace the surface, subsurface and/or public improvement therein, or thereunder, in as good a condition as before in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the City Engineer. If Grantee does not repair the damage or disturbance as just described, then City shall have the option, upon ten (10) business days' prior written notice to Grantee, to perform or cause to be performed such reasonable and necessary work on behalf of Grantee and to charge Franchise for the proposed costs to be incurred or the actual costs incurred by City at City's standard rates.

5.3. Public Safety; Public Emergency. Notwithstanding the notice provision above, in the event of a public emergency, City shall have the right to immediately perform, without prior written notice to Grantee, such reasonable and necessary work on behalf of Grantee to repair and return public property to a safe and satisfactory condition in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the City Engineer. The City shall provide written notice to Grantee of the repairs as soon as practicable after the work has begun. Grantee agrees that any damaged City-owned conduit or fiber must be replaced or repaired and restored with new or like-new materials. If City needs to perform any part of the necessary repairs, relocation and/or removal work, it shall be entitled to seek payment for such repairs and/or relocation and/or removal costs from Grantee. Upon the receipt of a demand for payment by City, Grantee shall, within thirty (30) days, reimburse City for such costs. In the event of a public emergency, neither City nor any agent, contractor or employee of City shall be liable to Grantee or its contractors or its customers or other third parties for any harm so caused to them by the reasonable actions of City or its agents, contractors or employees in reasonably responding to such public emergency. When practical and if possible, City will consult with Grantee in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption of either the public property involved or the Grantee's facilities involved.

5.4. Grantee's Facilities; Cooperation with City. If any of Grantee's facilities or activities present any immediate hazard or impediment to the public, to City, to

other City improvements or activities within or outside of the Franchised Area, or to City's ability to safely and conveniently operate the ROW or perform City's utility, public safety and/or other public health, safety and welfare functions, then Grantee shall immediately remedy the hazard, comply with City's request to secure the route area, and otherwise cooperate with City at no expense to City to remove any such hazard or impediment.

6. Franchise Fee.

6.1. Grantee agrees to pay City in consideration of the grant of this Franchise a sum equal to two percent (2%) of the gross receipts of Grantee from the sale by it of potable drinking water and the provision of wastewater services within the Franchised Area, as shown by that Grantee's billing records ("Franchise Fee"). The Franchise Fee shall be due and payable quarterly and shall be in lieu of all fees or charges for permits or Franchises issued for the construction of Grantee's facilities hereunder or for the inspection thereof. For the purpose of verifying the amounts payable hereunder, the books and records of Grantee shall be subject to inspection by duly authorized officers or representatives of City at reasonable times. In the event that the Franchise Fee actually paid for in any quarter is below the amount that should have been paid for such quarter, Grantee shall pay the full amount actually due for the quarter.

6.2. The amount payable under the Franchise Fee shall not be reduced by reason of the payment of any general ad valorem taxes, assessments for special improvements such as general sales or transaction privilege taxes, or any similar general tax or levy.

6.3. In addition to the Franchise Fee, Grantee shall pay any general ad valorem taxes, assessments for special improvements, general sales or transaction privilege license taxes or any similar general sales or transaction privilege license taxes or any similar general tax or level assessed or levied by City or any other governmental unit with jurisdiction.

6.4. Franchise Fee Audit.

6.4.1. Upon written notice to Grantee, City may inspect Grantee's records of gross revenues, and City shall have the right to audit any amounts determined to be payable under this Franchise; provided, however, that such audit must take place within thirty-six (36) months following the close of Grantee's fiscal year for which the audit is desired. All audit costs shall be borne by City.

6.4.2. Upon completion of an audit, City shall provide Grantee with written notice including a copy of the audit report and setting forth any additional amounts due to or from City identified in the audit. Grantee or City shall pay any deficiency within thirty (30) days following such written notice.

7. **Term.** This Franchise shall continue and exist for a period of twenty-five (25) years from and after the date in which this Franchise is authorized by a majority vote of the qualified voters of the City of Surprise, pursuant to A.R.S. § 9-501 *et seq.*, and all requirements under A.R.S. § 9-502 have been satisfied ("Effective Date").

7.1. Unless terminated earlier by written agreement of the parties this Franchise will expire on the twenty-fifth (25th) anniversary of the Effective Date. Grantee shall comply with all federal, state, and local laws and ordinances, including those that may come into being, in its exercise of Franchise rights.

7.2. Grantee shall negotiate in good faith any request by City to amend this Franchise. This Franchise may only be modified by a written amendment signed by persons duly authorized to enter into contracts on behalf of City and Grantee.

8. **Default; Dispute Resolution.**

8.1. Failure or unreasonable delay by any party to perform any term or provision of this Franchise for a period of ten (10) City business days after written notice thereof from the other party shall constitute a default under this Franchise. If the default is of a nature, which is not capable of being cured within ten (10) City business days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall only be entitled to the remedies of specific performance or injunction. No monetary damages may be sought from or awarded against either party, except as may otherwise be expressly permitted in this Franchise.

8.2. To further the cooperation of the parties in implementing this Franchise, City and Grantee shall individually designate and appoint a representative to act as a liaison between City and its various departments and Grantee. The initial representative for City ("City Representative") shall be the Water Resource Management Director and the initial representative for Grantee shall be the Vice President-Operations ("Grantee Representative"). The representatives shall be available at all reasonable times to discuss and review the performance of the parties and the development of property.

8.3. Any and all controversies, claims, or disputes that arise out of or relate to this Franchise, or the breach thereof, and if the controversy, claim, or dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the controversy, claim, or dispute by mediation, formal or informal, before resorting to binding arbitration or litigation filed in a court of competent jurisdiction applying Arizona law located in Maricopa County, Arizona.

8.4. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request a presiding judge of the

Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. If a dispute arises out of or relates to this Franchise, or the breach thereof, and if the dispute cannot be settled through negotiation, Grantee and City agree first to try to settle the dispute through mediation before resorting to litigation, arbitration, or some other dispute resolution procedure.

9. **Non-Exclusive.** This Franchise is not exclusive, and nothing herein contained shall be construed to prevent City from granting other like or similar grants or privileges to any other person, firm, or corporation.
10. **Transfer of Franchise.** The right, privilege, and license hereby granted may be transferred in whole or in part by Grantee, its successors and assigns, to any public service corporation approved by the Arizona Corporation Commission to provide public utility water service within Grantee's Franchised Area and upon payment of an appropriate transfer fee to City, as calculated solely by City, to reimburse City for any reasonable costs it incurs in processing the transfer. No other assignment of any rights, privileges or licenses hereby granted may be made without the prior consent of both the City Council and the Arizona Corporation Commission and payment of an appropriate transfer fee to City to reimburse City for any reasonable costs it incurs in processing the transfer. The City Council's consent shall not be unreasonably withheld, conditioned or delayed. No consent shall be required in connection with an assignment made as security pursuant to a mortgage or deed of trust or in connection with subsequent transfer made pursuant to any such instrument.
11. **Condemnation; Rights Reserved by Municipality.** City reserves the right and power to purchase and condemn the water and wastewater plant, equipment, properties, facilities and/or distribution facilities of Grantee within the corporate limits or any additions thereto, as provided by law.
12. **Title to Facilities.** Title to all of Grantee's facilities wherever situated on public grounds or in easements for public utility purposes and installed by or on behalf of Grantee or its predecessors, agents or contractors shall be and remain in Grantee.
13. **Applicable Laws and Regulations.** Grantee is responsible to adhere to all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over Grantee's activities in the rights-of-way, including, but not limited to, storm water regulations (MS4), US Army Corps of Engineers permitting, Americans with Disabilities Act, and appropriate traffic control measures.
14. **Conflict of Interest.** This Franchise shall be subject to cancellation pursuant to the provisions of ARIZ. REV. STAT. §38-511 in the event of a conflict of interest.
15. **Notices.** All notices required to be given to either party shall be mailed or given at the following addresses:

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

To Grantee: EPCOR Water Arizona Inc.
2344 W. Pinnacle Peak Road #300
Phoenix, AZ 85027
Attn: Vice President Operations

16. Arizona State Law to Govern. The provisions of this Franchise shall be governed and construed in accordance with the laws of the State of Arizona.

17. Conflicting Ordinances. This Franchise shall control over all ordinances and parts of ordinances in conflict with the provisions hereof, to the extent applicable to a franchised and/or licensed potable water and/or wastewater public service corporation.

18. Severability. If any section, clause, phrase or provision of the Franchise, other than Section 6, shall be adjudged invalid or unconstitutional, the same shall not affect the validity of the Franchise as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional. If Section 6 shall be adjudged invalid or unconstitutional in whole or in part by a final judgment, the Franchise shall immediately terminate and shall be of no further force or effect.

19. Attorney's Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Franchise or on account of any breach or default hereof, each party shall bare its own attorney's fees and costs.

20. Force Majeure.

20.1. Force Majeure. Except for payment for sums due, neither party will be liable to the other nor deemed in default or breach under this Franchise if and to the extent that such party's performance of this Franchise is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; plague; pandemics; epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or any other public health crisis, including without limitation, quarantine or other employee restrictions; fire; floods; lockouts, injunctions-interventions-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure notifies the other party of

the existence of the force majeure and will be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Franchise.

20.2. Government Directives. Any delay or nonperformance of any provision of or obligation under this Franchise caused by a federal, state, and/or local directive, order, or similar requirement, including without limitation, the COVID-19 pandemic and related quarantine orders, shall not constitute a breach of this Franchise or any portion thereof, provided that one party has provided the other party with at least seventy-two (72) hours' written notice of such delay or nonperformance.

21. Expiration. City and Grantee hereby expressly agree that the following provision shall survive the termination or expiration of this Franchise:

Upon the termination or expiration of the Franchise, if Grantee shall not have acquired and accepted an extension or renewal hereof, Grantee may remove their facilities and systems within the Franchised Area or, at Grantee's option, may continue operating Grantee's facilities and systems within the Franchised Area under the same terms and conditions contained herein, but Grantee shall be required to obtain proper permits each time Grantee makes additional extensions upon, over, along, across, and under the public right-of-way within the City of Surprise unless or until such time as a new franchise is obtained or the systems and facilities are removed or are acquired by City through the exercise of its powers of eminent domain.

SIGNATURES ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the Parties hereto have executed this Franchise as of the ____ day of _____, 20____.

THE CITY OF SURPRISE,
an Arizona municipal corporation

By: _____

Name: Skip Hall

Title: Mayor

Date: _____

ATTEST:

Sherry Aguilar, City Clerk

APPROVED AS TO FORM:

City Attorney's Office

EPCOR WATER ARIZONA INC.,
an Arizona corporation

By: _____

STATE OF ARIZONA

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as the _____ of EPCOR Water Arizona Inc., an Arizona corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

Resolution No. 2021-23
RFLS #7125
Rev 02/21



EPCOR Water and Wastewater Franchise

City Attorney's Office, April 6, 2021

Franchises

- A *Franchise* is a privilege conferred by a municipality to a public utility company for use of the municipality's public rights-of-way.
- E.g. APS, Southwest Gas

EPCOR Franchise

- Privilege to construct, maintain, and operate a potable water delivery system and a wastewater collection, treatment, and disposal system
- Purpose of supplying potable water and providing wastewater collection, treatment, and disposal services to the City, its successors, and the inhabitants thereof

Authority to Grant Franchises

- AZ Constitution, Art. 13, Sec. 4

No municipal corporation shall ever grant, extend, or renew a franchise without the approval of a majority of the qualified electors residing within its corporate limits who shall vote thereon at a general or special election, and the legislative body of any such corporation shall submit any such matter for approval or disapproval to such electors at any general municipal election, or call a special election for such purpose at any time upon thirty days' notice. No franchise shall be granted, extended, or renewed for a longer time than twenty-five years.

- Ariz. Rev. Stat. § 9-501 et seq.

A municipal corporation shall not grant a franchise for a public utility to be operated by the grantee unless authorized by a majority vote of the qualified voters of the municipal corporation at a regular election or at a special election duly and regularly called by the governing body of the municipal corporation for that purpose.

Previous EPCOR Franchise

- EPCOR provides both water and wastewater services in Surprise
- EPCOR has been operating in Surprise under a franchise granted in 1995
- Franchises in Arizona last no longer than 25 years
- EPCOR's initial franchise expired in 2020

Granting a Franchise

- A person desiring to obtain a franchise shall present the desired franchise to the City Council.
- If City Council deems the granting of the franchise beneficial to the city, it shall pass a resolution submitting the question to the qualified electors to determine whether or not to grant the franchise.

Granting a Franchise

- Franchise must be published in a newspaper of general circulation in Surprise for at least 30 consecutive days before the election.
- If a majority of the votes is cast in favor of granting the franchise, the City Council shall grant the franchise in the form as filed and published.

Election

- EPCOR will pay all costs associated with the special election directly relating to the franchise agreement.
- This will be an all mail-in ballot special election.

Timeline

- **April 6:** Adopt resolution referring question to voters for Special Election in Fall 2021
- **May 6:** Deadline to have ballot language to Maricopa County
- **October 4:** Last day to register to vote
- **November 2:** Election Day

Franchise Fee

- Proposed: Annual 2% of gross receipts from the sale of potable water and provision of wastewater services
 - Same as 1995 franchise fee
 - FY19: \$507,778.80
 - FY20: \$499,330.76
 - FY21 (so far): \$292,131.36
- Fees paid quarterly
- General fund revenue

Franchise Provisions

- Preserves City's right to maintain control over its rights -of-way
- Addresses street repairs, damage to public property, and public safety/emergencies
- Term: 25 years
- Auditing abilities by City for franchise fees and other fees
- EPCOR to provide insurance and to indemnify the City



QUESTIONS OR COMMENTS?

Thank You