CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, August 17, 2021 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

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

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

1. The Official Oath of Office will be issued to Police Chief, Benny Pina.

F. City Clerk Report

G. Call To The Public

INSTRUCTIONS: In order to address the City Council, you will need to fill out a Call to the Public Form available at the front counter, and then turn it in to the City Clerk before the meeting begins.
Download the Call to the Public form (PDF download requires Adobe Acrobat Reader)
Fill out the Call to the Public form online If submitting form electronically, please submit to City Clerk at least one hour before the meeting start time.
The Call to the Public form is also available at the front counter.

Note: A.R.S. 38-431.01(H)- During this time members of the public may address City Council only on issues within the jurisdiction of the City Council which are not an item on the agenda. At the conclusion of the open call, City Council may respond to criticism, may ask staff to review the matter or may ask that the matter be put on a future agenda. No discussion or action shall take place on any item raised.

Approval of items on the Consent Agenda – all items with an asterisk (*) are considered to be routine matters and will be enacted by one motion and one roll call vote to the City Council. There will be no separate discussion on these items unless a Councilmember requests, in which event the item will be removed from the consent agenda and considered in its normal sequence on the agenda.

Please be aware that Council Members may not discuss or respond to matters raised during call to the public that are not specifically identified on the agenda. Council Members may however, in their discretion, discuss or respond to relevant matters raised during a noticed public hearing or agenda item.

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

2.	Citywide	Consideration and action on the minutes of the June 15, 2021 Regular City Council Work Session, Regular City Council Meeting and Executive Session.	None Sherry Aguilar City Clerk
3.	District 5	Consideration and action to approve a new Agent for an existing liquor license (#10074889) for **Cobblestone Auto Spa and Market** located at 13811 W. Bell Road, Surprise, AZ. 85374.	None Sherry Aguilar City Clerk
4.	District 5	Consideration and action pertaining to the expansion of a mural for the Surprise Aquatic Center.	None Danielle Osborne Human Svcs and Comm Vitality
5.	Citywide	Consideration and action to approve an Intergovernmental Agreement (IGA) between the City of Surprise Fire-Medical Department and the Tolleson Fire Department for sharing fire-medical record software; Resolution # 2021-118.	None Brenden Espie Fire - Medical

6.	District 1	Consideration and action pertaining to acceptance of a Warranty Deed from KAX, LLC for Rights-of-Way for roadway improvements along 147th Avenue north of Happy Valley Road.	None Lloyd Abrams Community Development
7.	District 1	Consideration and action pertaining to acceptance of a Warranty Deed from David Harrison and Paget Merriman for Rights-of-Way for roadway improvements along 147th Avenue north of Happy Valley Road.	None Lloyd Abrams Community Development
8.	District 1	Consideration and action pertaining to acceptance of a water line easement from Mesquite Mountain Ranch Investments. LLC, near 227th Avenue and Deer Valley.	Lloyd Abrams Community Development
9.	District 1	Consideration and action pertaining to acceptance of a sewer line easement from Mesquite Mountain Ranch Investments, LLC, near 227th Avenue and Deer Valley Road.	None Lloyd Abrams Community Development
10.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Escalante – Asante Boulevard, generally located at W. Asante Boulevard and N. 163rd Avenue; Resolution # 2021-99.	None Mike Gent Public Works
11.	Internal	Consideration and action pertaining to an amendment to the Fiscal Year 2022 budget by moving budget authority in the amount of $137,000 within the Grants Fund to accept grant funding in the same amount from Area Agency on Aging for the Congregate Meal Program; Resolution #2021-103.	None Joe Gladieux Human Svcs and Comm Vitality
12.	Internal	Consideration and action pertaining to approval of an amendment to the Fiscal Year 2022 budget by moving budget authority of $100,000 within the Grants Fund to accept grant funds and implement an amendment to the Intergovernmental Agreement with Maricopa County to facilitate temporary emergency shelter services; Resolution 2021-102.	Seth Dyson Human Svcs and Comm Vitality
13.	Internal	Consideration and action to appoint a Chief Fiscal Officer pursuant to A.R.S. § 41-1279.07(E) for the purpose of submitting the annual AELR report for FY2022; Resolution #2021-104.	None Andrea Davis Finance
14.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, “North Copper Canyon Parcel 2.1”, together with an associated Alternative Assurance Agreement, for an approximately 23.61 acre property generally located north of Pinnacle Peak Road and east of 183rd Avenue in the North Copper Canyon PAD.	None Robert Kuhfuss Community Development

15.	District 5	Consideration and action pertaining to approval of the Final Plat entitled, “NEC Waddell and 140th Dr” and dated May 3, 2021, an approximately 1.8 acre property generally located north of Waddell Road and east of 140th Drive.	None Shirley Phan Community Development
16.	Citywide	Consideration and action pertaining to approval of a Fiscal Year 2022 budget amendment moving budget authority in the amount of $276,400 for the purpose of transferring budgeted salaries and associated grant and program budgets, to support a reorganization resulting in the move of (2) positions from Community Development to Public Works; Resolution # 2021-117.	None Chris Boyd Community Development
17.	Citywide	Consideration and action pertaining to approval of a Fiscal Year 2022 budget amendment moving budget authority of $50,000 from contingency to the General Fund to establish project N42030: Citywide Redistricting; Resolution # 2021-109.	None Chris Boyd Community Development
18.	District 1	Consideration and action pertaining to acceptance of a water line easement from Fulton Homes Escalante Homeowners Association, near 159th Drive and San Ysidro.	None Lloyd Abrams Community Development
19.	District 3	Consideration and action pertaining to approval of a Fiscal Year 2022 budget amendment moving budget authority in the amount of $75,000 within the Stormwater Capital Fund from Contingency to project P61610: Cactus Road and Cotton Lane Intersection Improvement Project; Resolution # 2021-114.	None Mike Gent Public Works
20.	Citywide	Consideration and action pertaining to approval of a Wired Telecommunications License and Right-of-Way Use Agreement with Wyyerd Connect, LLC; Resolution #2021-106.	None Legal
21.	District 1	Consideration and action pertaining to approval of the Asante Turnover Agreement; Resolution #2021-91.	None Michael Boule Water Resource Management
22.	District 1	Consideration and action pertaining to approval of the Memorandum of Understanding to Support the Bartlett Dam Modification Feasibility Study in partnership with the Salt River Project Agricultural Improvement and Power District; Resolution #2021-119.	None Michael Boule Water Resource Management
23.	District 6	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Amazon Project Baxter, generally located at N. Litchfield Road and W. Sweetwater Avenue; Resolution # 2021-108.	None Mike Gent Public Works
24.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Desert Oasis Phase 1 – Parcel L4A, generally located at W. Bajada Road and N. 177th Lane. Resolution # 2021-110.	None Mike Gent Public Works

25.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Desert Oasis Phase 1 – Parcel L-4B, generally located at N. 176th Avenue and W. Pinnacle Vista Drive; Resolution # 2021-113.	None Mike Gent Public Works
26.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Escalante Parcel 5, generally located at W. Asante Boulevard and W. Sand Hills Road; Resolution # 2021-112.	None Mike Gent Public Works

REGULAR AGENDA ITEM - PUBLIC HEARING:

27.	District 1	Consideration and action pertaining to approval of 1) a rezone from Residential Ranch (RR) to Residential High Density with Planned Unit Development Overlay (RH-15 PUD) amending development standards and limiting residential density to 13.58 dwelling units per acre; 2) a rezone from Residential Ranch (RR) to Residential Medium Density with a Planned Unit Development Overlay (RM-9 PUD) amending development standards and limiting residential density to 3.20 dwelling units per acre; and 3) a rezone from Residential Medium Density with a Planned Unit Development Overlay (RM-9 PUD) to Residential High Density with Planned Unit Development Overlay (RH-15 PUD) amending development standards and limiting residential density to 13.58 dwelling units per acre, all within the property known as Enclave Point, Parcels 1B, 1A, and 2B respectively, generally located on the northeast corner of Happy Valley Road and 163rd Avenue; Ordinance #2021-14. (Case FS21-026.)	None Robert Kuhfuss Community Development
28.	Citywide	Consideration and action pertaining to approval of a proposed Text Amendment to Chapter 109 of the Surprise Land Development Ordinance regarding Billboard Signs; Ordinance #2021-15.	None Robert Kuhfuss Community Development
29.	District 5	Consideration and action pertaining to approval of a Major Planned Area Development zoning amendment by increasing the maximum allowed outdoor RV storage to twenty-four percent in the Sierra Verde Planned Area Development, a property generally located north of Waddell Road and east of 140th Drive; Ordinance # 2021-12.	None Sergio Angulo Community Development

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

30.	District 5	Consideration and action pertaining to approval of a Final Plat entitled, “Re-Plat Surprise Self Storage” and dated April 28, 2021, an approximately 13 acre property generally located north of Waddell Road and east of 140th Drive in the Sierra Verde PAD.	None Sergio Angulo Community Development

31.	District 4	Consideration and action pertaining to approval of a lease agreement with Mustard Seed Ministry, Inc. for the City to lease the property generally located at 12763, 12779, and 12785 West Grand Avenue (Maricopa County APN 501-22-089) and amending the Fiscal Year 2022 Contract Award Authority List by adding the Housing Support Center item in the amount of $152,500; Resolution # 2021-115.	None Seth Dyson Human Svcs and Comm Vitality
32.	District 4	Consideration and action pertaining to approval of a sublease with Gideon Missionary Baptist Church of Surprise for the property located at 12779 West Grand Avenue to be leased by the City from Mustard Seed Ministry; and amending the Fiscal Year 2022 budget by moving budget authority of $36,100 from Contingency within the General Fund to the Human Service & Community Vitality Department to accept rental fee revenue and pay rent on the building; Resolution # 2021-116.	None Seth Dyson Human Svcs and Comm Vitality
33.	District 3	Consideration and action pertaining to approval of the Preliminary Plat entitled, “Unit G - Phase 3 - Toll at Prasada” and dated May 13, 2021, an approximately 18.56 acre property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue.	None Trever Fleetham Community Development
34.	District 1	Consideration and action pertaining to approval of the preliminary plat entitled, "Windstone Ranch" and dated March 26, 2021, an approximately 59.73 acre property generally located north of Happy Valley Road and east of the 151st Avenue alignment.	None Sergio Angulo Community Development

I. Other Business and Future Agenda Items

J. City Council Reports

K. Executive Session

35.	Internal	Consideration and action to recess into executive session to discuss and consider end of year personnel evaluations and Fiscal Year 2022 goals for the City Manager, City Clerk, and City Attorney pursuant to A.R.S. 38--431.03 (A)(1).	None Human Resources

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:August 12, 2021 at 11:55 AM

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: August 17, 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: August 17, 2021
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:
The Official Oath of Office will be issued to Police Chief, Benny Pina.

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 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 June 15, 2021 Regular City Council Work Session, Regular City Council Meeting and Executive Session.

Motion:
I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:
1. June 15 WKS
2. 615 Reg

CITY OF SURPRISE

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

Tuesday, June 15, 2021 @ 4:00PM

Call To Order

Roll Call

Mayor Hall called to order the Regular City Council Work Session of June 15, 2021 at 4:00 PM at Surprise City Hall Council Chambers, 16000 N Civic Center Plaza, Surprise, Arizona 85374. Also in attendance with Mayor Hall were Vice Mayor Duffy and Council Members Winters, Cline, Judd, Hastings and Remley.

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

Pledge of Allegiance

Call To The Public - None received.

Regular City Council Work Session Agenda

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation and discussion pertaining to an update on Fighter Country Partnership - This item was withdrawn by City Staff.

2. Presentation and discussion pertaining to the proposed City of Surprise Property Maintenance Ordinance (PMO) - NO ACTION

Assistant Community Development Director, Tiffany Copp gave a detailed powerpoint presentation on this item.

Ms. Copp reviewed the public engagement process over the past several months. Due to COVID the first meeting was conducted virtually.

Ms. Copp reviewed several proposed changes to the Code after reviewing with Council and public engagement.

Councilmember Hastings asked if other Cities have this in place, why don't we already have one in place?

Ms. Copp commented that we have a document in place as a guide. If we adopt our own it will be more transparent and more detailed.

Councilmember Winters commented that after hearing the presentation, I feel a little better. Ms. Copp and CD Director, Chris Boyd stayed after the meeting to talk to residents that attended.

Council Member Remley commented that he is glad to see this ordinance come together but at the same time I know a situation with someone that is building a house and temporarily living in an RV. Currently, that is a violation of our current ordinance. I would think that this person could apply to the City and be permitted to live in it temporarily.

Mayor Hall commented on the language of overlay, this is what we did in the original townsite. We as a Council don't want to be too aggressive on the rural lifestyle.

Robert Virostek 221st Avenue, the flavor of what we are dealing with is better than a week ago. He Commented that code enforcement might be okay today, but down the road can change. He asked Council to not adopt a law that adds more stress.

Kimberly Virostek 221st Avenue asked for clarification, understand the need to add specific language but want consideration that applies to our rural area and lifestyle. We will work with Tiffany Copp on the language.

Michele Staples commented that shew moved to the rural area for peace and quiet. Neighbors are accountable for each other. I understood that the area was part of Wittmann and this area was not to be changed. This is a good community, we ask you consider our lifestyle.

Christie Remington - Moved to Arizona from Chicago, we built our home in 2018, we love this area. We got to meet some of our neighbors and now this came in to play. There are beautiful homes in this area. Every city is founded on long term families that find the secluded areas. We understand some of the changes, but we still want to be rural. We have an easement off of our

property that the City owns, isn't the City responsible for paving the roads in these areas?

Joanne Stern - Have been in this area for 38 years, no electricity at one point, we are pioneers in this area. We have struggled to keep our property, paving the roads would force us out. I would ask you to think of us as you are planning. Thanked Mr. Winters for listening to us.

Eddy Edens - 222nd Avenue, one of the newest residents in this area. We found this area 2 years ago, we had a great interest in living in this area. The one reason we moved out there was for the rural life. I feel that we have heard so far, our lifestyle is being taken away. I feel the zoning and code enforcement needs to work hand in hand and take into account our rural lifestyle.

Elna Frank - passed on commenting.

Chris Masters - 221 Avenue, having issues with building a garage. We are in the flood plain. We shouldn't be expected to weed something that will go away on its own in time. The permit process is unreasonable.

Mayor Hall commented that we will be talking about this again in August, asked staff to do additional research before voting.

Council Member Judd asked what is the enforcement on native landscape?

Ms. Copp commented there have only been around 16 cases on native landscaping. We will certainly look at this.

Council Member Judd asked if we have looked at distance from the property lines?

Ms. Copp commented currently we do not address property lines.

Council Member Judd also asked about pavement in this area?

Council Member Winters spoke to the residents in attendance, make an appointment with Tiffany Copp to discuss your individual concerns and make them known.

Mayor Hall commented that we don't want to be a weapon, that is disturbing.

Vice Mayor Duffy - Staff has their work cut out for you. I hope we can figure something out, we are all in this together.

Council Member Remley I appreciate the residents in attendance tonight. You are our neighbors, we are in this together. We have code enforcement, this is nothing new but the document we had wasn't readily available to the public. This document will be available for everyone to view.

3. Presentation and discussion pertaining to the status of the current CIP projects - NO ACTION

Kristin Tytler and Jeff Martin gave a brief powerpoint presentation on current CIP and Bond Projects.

Councilmember Hastings asked about the timeline of the projects and specifically asked for the land for the future park, that one seems to be behind. The voters voted on a bond, what is going on with this one?

Staff confirmed that this project is on a 5 year timeline, but the issue is acquisition of land, the location we had in mind may not be acquired within the time frame so other properties are being looked at as well. The land for this area is limited.

Councilmember Hastings asked about the completion of the light proposed at Waddell and LaCometa?

The construction starts next week. Mr. Hastings further thanked staff for their efforts on the light at Mountain Vista Ranch and the median work between Target and Sprouts.

Councilmember Cline commented on the sequencing of the lights along Bell Road. If you follow the speed limit, you can make it all the way down without stopping.

Executive Session

Adjournment

Council Member Winters made the motion to adjourn the Regular City Council Work Session of June 15, 2021 at 5:26 PM. Council Member Cline 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, June 15, 2021.**

_____
Sherry Ann Aguilar, City Clerk, MMC

CITY OF SURPRISE

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

Tuesday, June 15, 2021 @ 6:00PM

Call To Order

Invocation

Led by Raymond Grim.

Roll Call

Mayor Hall called to order the Regular City Council Meeting of June 15, 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 Winters, Cline, Judd, Hastings and Remley.

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

Pledge of Allegiance

1. A Proclamation recognizing June 13-19, 2021 as Monsoon Safety Awareness Week. Mayor Hall read aloud a proclamation recognizing Monsoon Safety Awareness Week.

City Manager Report

1. Reports

City Clerk Report

1. Reports

1. Consideration and action to appoint the following members to the Veterans, Disability and Human Services Commission as follows: Nickolas Kupper , term Expiration June 30, 2025; Phillip Lair, term expiration June 30, 2024 and Lisa Everett, term expiration June 30, 2023 - APPROVED

Councilmember Winters made the motion to approve appointing the following members to the Veterans, Disability and Human Services Commission as follows: Nickolas Kupper , term Expiration June 30, 2025; Phillip Lair, term expiration June 30, 2024 and Lisa Everett, term expiration June 30, 2023. Councilmember Cline seconded the motion. 7 yes votes, motion carried.

2. Consideration and action to reappoint the following Board/Commissions Members for four (4) year terms expiring on June 30, 2025 - APPROVED

Councilmember Winters made the motion to reappoint the following Board/Commissions Members for four (4) year terms expiring on June 30, 2025. * Board of Trustees: Renee Pastor * Judicial Selection Advisory Commission: Ed Hanzel * Parks and Recreation: Bill Pupo; Mark Brown and Ron Jensen * Veterans, Disability and Human Services Commission: Harrylouis Rodriguez. Councilmember Cline seconded the motion. 7 yes vote, motion carried.

Regular City Council Meeting Agenda

Call To The Public

Mark Graham – Every time the City looks at annexing new areas, the City needs to consider long term burdens such as Traffic management, water, sewer and sanitation. The City Council has repeatedly failed to meet the financial requirements from impact fees. Jane Peiffer - Read parts of the Surprise Council policies and procedures handbook relating to ethical standards and conflict of interests. She further commented on campaign contributions made by developers to several of the City Councilmembers, and asked them to recuse themselves due to conflict of interest. She continued to read percentages of contributions received by developers and developer interest groups.

CONSENT AGENDA:

Councilmember Judd made the motion to approve the consent agenda, excluding item #6. Councilmember Winters seconded the motion. 7 yes voted, motion carried.

3. Consideration and action on the minutes of June 1, 2021 Regular City Council Work Session, Special City Council Meeting and Regular City Council Meeting - APPROVED

4. Consideration and action to approve a request by Lauren Kay Merrett (Agent) for a Series 12 (Restaurant) license for The Toast located at 17058 W. Bell Road #104, Surprise, AZ 85374 - APPROVED

5. Consideration and action pertaining to approval of the Third Amendment to the Intergovernmental Agreement (IGA) between the City of Surprise and Regional Public Transit Authority (RPTA) for Fiscal Year 2022 Transit Services; Resolution #2021-97 - APPROVED

6. Consideration and action pertaining to approval of the Turnover Agreement between the City of Surprise and LCD Asante LLC; Resolution #2021-91 - TABLED INDEFINETLY

Councilmember Judd made the motion to table this item indefinitely. Councilmember Cline seconded the motion. 7 yes votes to table indefinitely, motion carried.

7. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Cortana at Desert Oasis, generally located at W. Jomax Road and N. 173rd Avenue; Resolution # 2021-79 - APPROVED

8. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Yearling Road, generally located at N. Yearling Road and N. 147th Avenue; Resolution # 2021-76 - APPROVED

9. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at W. Pinnacle Peak Road, generally located at W. Pinnacle Peak Road and N. 163rd Avenue; Resolution # 2021-78 – APPROVED

10. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Christopher Todd Communities on Mountain View, generally located at W. Mountain View Boulevard and N. Parkview Place; Resolution # 2021-77 - APPROVED

11. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Parcel A15, generally located at W. Yearling Road and N. Rancho Mercado Parkway; Resolution # 2021-75 - APPROVED

12. Consideration and action pertaining to approval the Map of Dedication entitled, Toll at Prasada Peoria Avenue Phase 3, dedicating approximately 1.89 acres of real property generally located on the northern half of Peoria Avenue, west of the Citrus Road alignment - APPROVED

13. Consideration and action declaring the city's intent to enlarge the existing lighting improvement district known as "Sycamore Estates Parcel 13" pursuant to A.R.S. Â§ 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution # 2021-73 - APPROVED

14. Consideration and action declaring the city's intent to enlarge the existing lighting improvement district known as "Surprise Pointe" pursuant to A.R.S. Â§ 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution # 2021-89 - APPROVED

15. Consideration and action pertaining to approval of a Fiscal Year 2021 budget amendment moving budget authority in the amount of $479,000 from the Water Utility Capital Fund to the Stormwater Capital Fund for establishing P61610: Cactus Road and Cotton Lane Intersection Improvement Project and amending the Fiscal Year 2021 Contract Awarding Authority List; Resolution # 2021-90 - APPROVED

16. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Desert Oasis Phase 1 â€“ Parcel L3, generally located at West Straight Arrow Lane and North 177th Lane; Resolution # 2021-92 – APPROVED

17. Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County to provide Community Action Program services, accepting grant funding, and amending the Fiscal Year 2022 Budget by moving budget authority in the amount of $605,800 within the Grants Fund; Resolution # 2021-88 - APPROVED

18. Consideration and action pertaining to the acceptance and renewal of the FY2022 El Mirage Animal Control Intergovernmental Agreement; Resolution # 2021-84 - APPROVED

19. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by moving budget authority in the amount of $500,000 within the Employee Health Benefits Trust Fund to cover anticipated medical and pharmacy expenditures; Resolution #2021-95 - APPROVED

20. Consideration and action pertaining to approval of a Fiscal Year 2021 budget amendment moving budget authority in the amount of $100,000 within the Water Operations Fund to support increased demand for water meter installations and amending the Fiscal Year 2021 Contract Awarding Authority List; Resolution # 2021-96 - APPROVED

REGULAR AGENDA ITEM - PUBLIC HEARING:

21. Consideration and action pertaining to approval of an annexation of an approximately 9.96 acre property known as Enclave IV at Paloma Creek, generally located west of 155th Avenue on the north side of Frontier Drive; Ordinance # 2021-09 (Case FS20-739) - APPROVED

Public Comments:

Karen Cote - Opposed to the annexation

Mark Graham - Opposed to the annexation, the application was not in compliance

Jane Peiffer - Opposed to the annexation - issues to bring to your attention

Dana Wright - Opposed to the annexation - changed our lifestyle

Dr. Sue Tingle - opposes the annexation, doesn't belong there. Effects our lifestyle.

Diane Hudgens - Lives in the area, opposes the annexation. Wildlife corridor will be affected.

Kent Taylor - Opposed to the annexation

Adam Szilagyi - Opposed to the annexation

Michelle Brown - Opposed to the annexation - spoke on the developer wanting to take the main access to the road. Concerned about not receiving the drainage report.

Shelly Hizer - Thanked Council for allowing us to speak. Opposed to the annexation.

Danny Livingston - Opposed to the annexation.

Council Member Hastings asked the Developer to address some of the resident concerns.

Bill of Tiffany Bosco, the valley is growing by leaps and bounds.

Council Member Winters made the motion to approve Ordinance 2021-09. Council Member Hastings seconded the motion. Seven yes votes, motion carried.

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

22. Consideration and action pertaining to approval of a rezone of approximately 9.96 acres from Residential Ranch (RR) to Residential Medium Density with a Planned Unit Development Overlay (RM-9 PUD) amending development standards and limiting residential density to 3.21 dwelling units per acre for Enclave IV at Paloma Creek; Ordinance # 2021-11 (Case FS20-738) - APPROVED

City Planner, Robert Kuhfuss gave a powerpoint presentation on this item.

Vice Mayor Duffy - Access to Prickly Pear is an emergency exit, correct?

Lloyd Abrams clarified.

Council Member Cline - Some of the recommendations are coming from the City to the County.

Public Comments:

Karen Cote - opposed to rezone. Issues with the school overcrowding. Proposed 1 house per acre.

Mark Graham - Opposed to rezone

Jane Peiffer - Opposed to the rezone

Dana Wright - Opposed to rezone

Sue Tingle - Opposed to rezone

Kent Taylor - Opposed to rezone

Adam Szilagyi - Opposed to Rezone

Michelle Brown - Opposed to Rezone

Shelly Hizer - Opposed to Rezone

Councilmember Winters made the motion to approve this item. Councilmember Hastings seconded the motion. 6 yes votes, 1 no vote (Cline). Motion carried.

23. 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 Windstone Ranch North; Resolution # 2021-83 - APPROVED

Councilmember Winters made the motion to approve this item. Seconded by Councilmember Remley. 7 yes votes, motion carried.

24. Consideration and action pertaining to approval of the Preliminary Plat entitled, "Desert Oasis" and dated February 22, 2021, an approximately 3.38 acre property generally located on the northeast and southeast corners of 176th Avenue and Straight Arrow Lane (Case FS20-826). - APPROVED

Councilmember Winters made the motion to approve this item. Seconded by Councilmember Cline. 7 yes votes, motion carried.

25. Consideration and action pertaining to the Council Subcommittee on Community Outreach, Partnerships, and Grants' recommendation for the Surprise Community Outreach Program (SCOP) Fiscal Year 2022 funding - APPROVED

Intergov., Jodi Tas gave a brief presentation on this item.

Council Member Judd commented on the review and selection process. Thanked all of the organizations for their participation.

Councilmember Judd made the motion to approve this item. Councilmember Hastings seconded the motion. 7 yes votes, motion carried.

26. Consideration and action pertaining to the Arts and Cultural Advisory Commission's Grant Program funding recommendation for Fiscal Year 2022 - APPROVED

Danielle Osborn opened the presentation on this item and turned over to the Arts Commission Chair, Margaret Lieu and Vice-Chair, Deborah Welch.

Council Member Winters - Who is Heartsy Adaptive and Heartsy Senior?

New artist but does not live in Surprise but doing projects in Surprise.

Council Member Cline - Will they be utilizing City locations for their projects?

Yes.

Councilmember Cline made the motion to approve this item. Councilmember Winters seconded the motion. 7 yes votes, motion carried.

27. Consideration and action levying primary property taxes at a rate of $0.7591 per hundred dollars ($100) of assessed valuation and secondary property taxes at a rate of $0.3880 per one hundred dollars ($100) of assessed valuation for Fiscal Year 2022 within the City of Surprise; Resolution #2021-94 - APPROVED

Council Member Cline - We did not increase our rates on our property taxes for the record.

Councilmember Remley made the motion to approve this item. Vice-Mayor Duffy seconded the motion. This required a roll call vote. 7 yes votes, motion carried.

28. Consideration and action setting forth the Fiscal Year 2022 levy of property tax rates for Street Light Improvement Districts (SLID) within the City of Surprise; Resolution #2021-93 - APPROVED

Finance Director, Andrea Davis reported on this item.

Councilmember Remley made the motion to approve Resolution 2021-93. Vice-Mayor Duffy seconded the motion. A Roll Call vote was taken: 7 yes votes, motion carried.

29. Consideration and action pertaining to the reappointment of Louis Frank Dominguez to the position of Presiding Judge of the Surprise Municipal Court; Resolution # 2021-46 - APPROVED

Vice-Mayor Duffy made the motion to approve Resolution 2021-46. Councilmember Hastings seconded the motion. 7 yes votes, motion carried.

30. Consideration and action pertaining to the reappointment of Catherine Ann Gaudreau to the position of Associate Judge of the Surprise Municipal Court; Resolution # 2021-47 - APPROVED

Councilmember Judd made the motion to approve Resolution 2021-47. Councilmember Cline seconded the motion. 7 yes votes, motion carried.

Other Business and Future Agenda Items

Councilmember Remley made the motion to enter Executive Session at 7:59 p.m. Seconded by Councilmember Judd. 7 yes votes, motion carried.

The Council reconvened the Regular Meeting at 8:18 p.m.

Executive Session

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

City Council Reports

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

Council Member Cline - Surprise Youth Council Retreat; Special Olympics Team; Virtual meeting with SC Grand; Coffee with Vets Meeting Saturday, June 26th.

Council Member Winters - No Report

Council Member Judd - No report

Council Member Hastings - Water Plant tour & A-frame Ordinance Meeting

Council Member Remley - No report

Vice Mayor Duffy - No report

Mayor Hall - No report

Adjournment

Councilmember Winters made the motion to adjourn the Regular City Council Meeting at 8:21 p.m. Seconded by Councilmember Cline. 7 yes votes, motion carried to adjourn.

_____
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, June 15, 2021.**

_____
Sherry Ann Aguilar, City Clerk, MMC

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: District 5

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

Agenda Wording:
Consideration and action to approve a new Agent for an existing liquor license (#10074889) for **Cobblestone Auto Spa and Market** located at 13811 W. Bell Road, Surprise, AZ. 85374.

Motion:
I move to approve a new Agent for an existing liquor license (#10074889) for **Cobblestone Auto Spa and Market** located at 13811 W. Bell Road, Surprise, AZ. 85374.

Background:
This establishment already has a permanent liquor license in place. This request is to change the name of the Agent representing the business. This request is of a routine nature and no issues or concerns are noted for this request.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:
1. COBBLESTONE AUTO SPA AND MARKET 2021 MAP
2. COBBLESTONE AUTO SPA AND MARKET 2021 REPORT
3. Finance Report COBBLESTONE AUTO SPA MARKET
4. Fire Report 13811 W Bell Cobblestone Liquor License

5. Police Report Cobblestone Auto Spa



Surprise GIS, City of Surprise

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT DEPARTMENT

Date: July 27, 2021

To: Sherry Aguilar, City Clerk

From: Chris Boyd, Community Development Director
By: James Stewart, Zoning Specialist

Re: Liquor License Application for:
COBBLESTONE AUTO SPA AND MARKET
New Agent For Existing License #10074889
13811 W Bell Road, Surprise, Arizona 85374

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

1. Wal-Mart Supercenter #2777 (Series 9) – 13770 W. Bell Rd.
2. Applebee's (Series 12) – 13756 W. Bell Rd.
3. Streets of New York #23 (Series 12) – 13736 W. Bell Rd. #4
4. Tom Yum (Series 12) – 13736 W. Bell Rd. #2
5. Fresh Wasabi Sushi & Grill (Series 12) – 13732 W. Bell Rd. #2 (Expired)
6. China Buffet #17119 (Series 12) – 17119 N. Litchfield Rd. #20
7. Uni Sushi & Steak (Series 12) – 17191 N. Litchfield Rd. Ste. 40
8. Player 1 Arcade (Series 7) – 17239 N Litchfield Rd. #60
9. Tacos Calafia (Series 12) – 17239 N. Litchfield Rd. #68
10. Richi's Diner (Series 12) – 17221 N. Litchfield Rd. (Expired)
11. Buffalo Wild Wings (Series 12) – 13882 W. Bell Rd.
12. New York Pizza Dept. (Series 12) – 13980 W. Bell Rd. (Expired)
13. Circle K Store #2741641 (Series 10) – 13908 W. Bell Rd.
14. Long Horn Steakhouse #5477 (Series 12) – 14127 W. Bell Rd.
15. Saigon Kitchen (Series 12) – 14071 W. Bell Rd. Ste. 101
16. Frank-N-Steins (Series 12) – 14071 W. Bell Rd. (Expired)
17. Carrabba's Italian Grill (Series 12) – 14043 W. Bell Rd.
18. Red Robin (Series 12) – 14015 W. Bell Rd.
19. Chipotle Mexican Grill #0898 (Series 12) – 13869 W. Bell Rd. #107
20. Rio Mirage Cafe (Series 12) – 13863 W. Bell Rd.
21. Irish Wolfhound Restaurant and Pub (Series 6) – 16811 N. Litchfield Rd. #102 - 104
22. State 48 Brewery (Series 3 & 12) – 13823 W. Bell Rd.
23. Chili's Grill & Bar #1153 (Series 12) – 13765 W. Bell Rd.
24. Sprouts Farmers Market # 12 (Series 10) – 13759 W. Bell Rd.
25. Target #1335 (Series 10) – 13731 W. Bell Rd.

The immediate area is composed of commercial establishments. The property is zoned PAD C-2 which is consistent with the proposed use.

Residential population will most likely remain static. Commercial growth will likely remain static.

If managed properly, the effects of granting this liquor license on surrounding residences will be minimal. This license will have little to no effect 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.

SURPRISE
ARIZONA

MEMO

Date: 07.13.2021
To: Sherry Aguilar, City Clerk
Linda Stevens, Deputy City Clerk
From: Sarah Williams

RE: Liquor License Application – Cobblestone Auto Spa and Market – 13811 W BELL RD

Business License Status:

License #1003735, current and valid for 2021.

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

July 12, 2021

To: Sherry Ann Aguilar, City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Cobblestone Auto Spa and Market
13811 W Bell Rd
Surprise, AZ

The Surprise Fire-Medical Department recently conducted a fire inspection at the above referenced location within the last 12 months to ensure compliance with the applicable fire codes within the tenant space and building. There are no known fire code violations at this time.

Therefore fire has no comment on the application at this time.

If you have any questions feel free to contact me.

Keith Tanner

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: July 21, 2021

LICENSE NUMBER- 10074889
Agent Change

APPLICANT:
Cobblestone Auto Spa & Market
13811 W Bell Road
Surprise, Arizona 85374

FINDINGS:

1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***
Cobblestone is a full-service convenience market and gas station that primarily serves patrons of all ages from the surrounding communities and public.

2) ***Effect of vehicular traffic in close proximity.***
N/A

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 least 20 days before the hearing.***
Over the past five years, there have been approximately 15 reports of misdemeanor shoplifting, two cases of drug or paraphernalia possession and a few incidents of reported fraud.

4) ***Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.***
The business hours of operation is open 24 hours a day. Cobblestone is adjacent to several businesses in the area including a Chili's Restaurant, which has a series 12 license. They close by 11 PM on weekends. The other main hub in this nearby plaza is Sprouts Market, which closes by 10 PM. State 48 Brewery, which also has a Series 12 license, is to the east of Cobblestone and closes at midnight on weekends and earlier on other days.

5) Appropriateness of series license requested.
This license, Series 10, remains appropriate for Cobblestone.

Submitted by Officer C. E. Tovar #2059

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021

Contact Person: Danielle Osborne, HSCV Administrator

Submitting Department: Human Svcs and Comm Vitality

District: District 5

Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to the expansion of a mural for the Surprise Aquatic Center.

Motion:

I move to approve the recommended mural design concept for the Surprise Aquatic Center.

Background:

In July 2020, artist BacPac completed an original mural for the City's public art collection, titled "Swimming with Porpoise." This mural installation came about as a result of the Arts & Cultural Advisory Commission's desire to install a new, original mural, and after public participation and outreach.

As a result of the positive feedback received from the community, the commission explored possibilities for procuring the artist's services to expand the mural. A panel was formed to work with the artist in identifying a final design for the expansion. At the August 2nd, 2021 Arts & Cultural Advisory Commission meeting, unanimous approval was given to the proposed design. This item has been placed on the agenda to secure final approval from the City Council for the mural concept.

Objective Analysis:

The mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community. Approval of this project will support the mission and duties of the Commission.

Policy Compliant:

This item is compliant with City and Council policy.

Financial Impact:

Approval of this item (the mural design concept) does not have a financial impact. However, current quotes to implement the mural design concept are approximately $15,000. A budget amendment item will be presented to Council at a later date and will include an updated financial impact analysis.

Budget Impact:

Due to timing constraints, the movement of budget authority within the Municipal Arts Fund from Contingency to the appropriate project will be presented to Council at a later date. This agenda item is solely to approve the recommended mural design concept.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

1. Aquatic Center Panel Recommendations





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

This Intergovernmental Agreement ("Agreement") is entered into this ___ day of _____, 2021 ("the "Effective Date") by and between the City of Surprise, Arizona ("Surprise"), and the City of Tolleson, Arizona ("Tolleson"). Surprise and Tolleson are herein each referred to as a "Party" and jointly referred to as "the Parties".

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

AGREEMENT

1. **Effective date/Duration**. Agreement shall become effective upon the execution of at least three (3) originals by the parties hereto, and upon one (1) original being filed with the respective City Clerks. The initial term of this Agreement shall be from the effective date through midnight on June 30, 2022, and shall renew itself annually upon the first day of July of each year if Tolleson provides Surprise written notice, no later than May 30, of its intent to continue.

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

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

4. **Ownership of Data**. The data in the system will be owned by the Party that enters the data into RMS. However, it is the intent of the Parties that this Agreement provide for the cooperative use of data entered into the RMS, subject to legal mandates and privacy restrictions. Any data subject to legal and privacy restrictions shall only be used, disclosed, or otherwise transferred as provided under applicable laws, rules, regulations, statutes, and ordinances. Further, the Parties shall only access the data that it's lawfully permitted to use or to have in its possession.

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

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

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

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

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

employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.

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

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

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

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

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

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

If to Tolleson:
City Clerk
City of Tolleson
9555 W. Van Buren St.
Tolleson, AZ 85353

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

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

12. **Governing Law**. The terms, conditions, and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Further, the Parties shall comply with all applicable laws, rules, regulations, statutes, and/or resolutions regarding the protection of private information, including, without limitation, the Health Insurance Portability and Accountability Act as revised (HIPAA) and any other laws regarding the protection of protected health information or personally identifiable information.

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

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

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

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

17. **Conflicts of Interest**. The parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

18. **Termination or Non-Renewal**. If this Agreement ends due to non-renewal pursuant to either Section 1 (Effective Date/Duration) or ends due to termination

pursuant to Section 7 (Termination), the Parties agree to meet and take such actions as are necessary when Tolleson withdraws from RMS. Such withdrawal will minimally provide for the legal and privacy protections necessary for the data in the RMS system which is impacted by such withdrawal. In that event, each Party shall be responsible for any data extraction costs generated by such action and neither Party shall be responsible to the other Party for any cost associated with data extraction for the other Party's data.

[End of Agreement. Signature pages follow.]

IN WITNESS WHEREOF, THE Parties hereby subscribe their names this ___ day of _____, 2021.

City of Surprise

By: _____
Michael Frazier
City Manager

Date: _____

Attest: _____
Sherry Ann Aguilar, City Clerk

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

_____ Date: _____
Robert Wingo
Surprise City Attorney

City of Tolleson

By: _____ Date: 6/22/21
Reyes Medrano
City Manager

Attest: _____ Date: 6/22/21
Crystal Zamora
City Clerk

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

_____ Date: 6/22/21
Justin Pierce
Tolleson City Attorney

RESOLUTION # 2021-118

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON FIRE DEPARTMENT FOR ACCESS TO THE IMAGE TREND REPORTING SOFTWARE.

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

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to document response and service delivery to fire and medical calls using a cost effective and well-designed software system; and

WHEREAS, the software will facilitate the exchange of call information when responding to calls for service in jointly served areas.

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 Buckeye Valley Fire District, 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:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND TOLLESON FIRE DEPARTMENT

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to acceptance of a Warranty Deed from KAX, LLC for Rights-of-Way for roadway improvements along 147th Avenue north of Happy Valley Road.

Motion:
I move to approve accepting a Warranty Deed from KAX, LLC.

Background:
The Right of Way being dedicated is along 147th Avenue to address access and connectivity for future development.

Objective Analysis:
Development in this area is ongoing and the right of way is needed to provide access to address access concerns and fire safety.

Policy Compliant:
Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

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

Budget Impact:
There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road is in place and is accepted by the City.

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

ATTACHMENTS:
1. signed RW
2. KAX, LLC for 147th Ave Right of Way Dedication Location Map

When recorded return to:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

WARRANTY DEED

For the consideration of Ten Dollar ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged

KAX, LLC and Arizona limited liability company, ("Grantor")

Do hereby convey to the City of Surprise, an Arizona municipal corporation, all right, title and interest to and in that certain parcel of real property as legally described in Exhibit A and depicted in Exhibit B.

It is the intention of the parties to cause the real property described on said Exhibit "A" to be dedicated as **public right of way for roadway and utility purposes**, and to vest title in fee simple in the City of Surprise in Trust, for all the uses contemplated in public street dedication.

This deed supersedes and renders void any previous grant of a right in the real property described in Exhibit "A," including, but not limited to, any easements conveyed by Grantor to the City of Surprise concerning the real property described in Exhibit "A."

And I or We do warrant the title against any and all persons, subject only to those encumbrances or liens of record, or as above set forth, if any.

GRANTOR:
KAX, LLC, an Arizona limited liability company

By: Kent A. Xander

Its: Manager

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this 14th day of December, ~~2019~~ 2023, by Kent A. Xander

My commission expires:

Jan 18, 2024

Notary Public:

JESUS GARCIA
Notary Public - Arizona
Maricopa County
Commission # 578137
My Comm. Expires Jan 18, 2024

GRANTEE: City of Surprise, an Arizona municipal corporation

By: _____
Skip Hall
Its: Mayor

ATTEST:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this___ day of _____, 20___, by _____, known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

My commission expires:

_____

Notary Public:

_____

Exhibit A

Legal Description

LEGAL DESCRIPTION
"KAX 55' 147TH AVE. ROW"

A portion of Parcel No. 4 as described in Special Warranty Deed, Document 20100106938, Maricopa County Records, Arizona; said portion being more particularly described as follows:

The East 55.00 feet of the Southeast quarter of the North 660 feet of the East half of the Southeast quarter of Section 5, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona

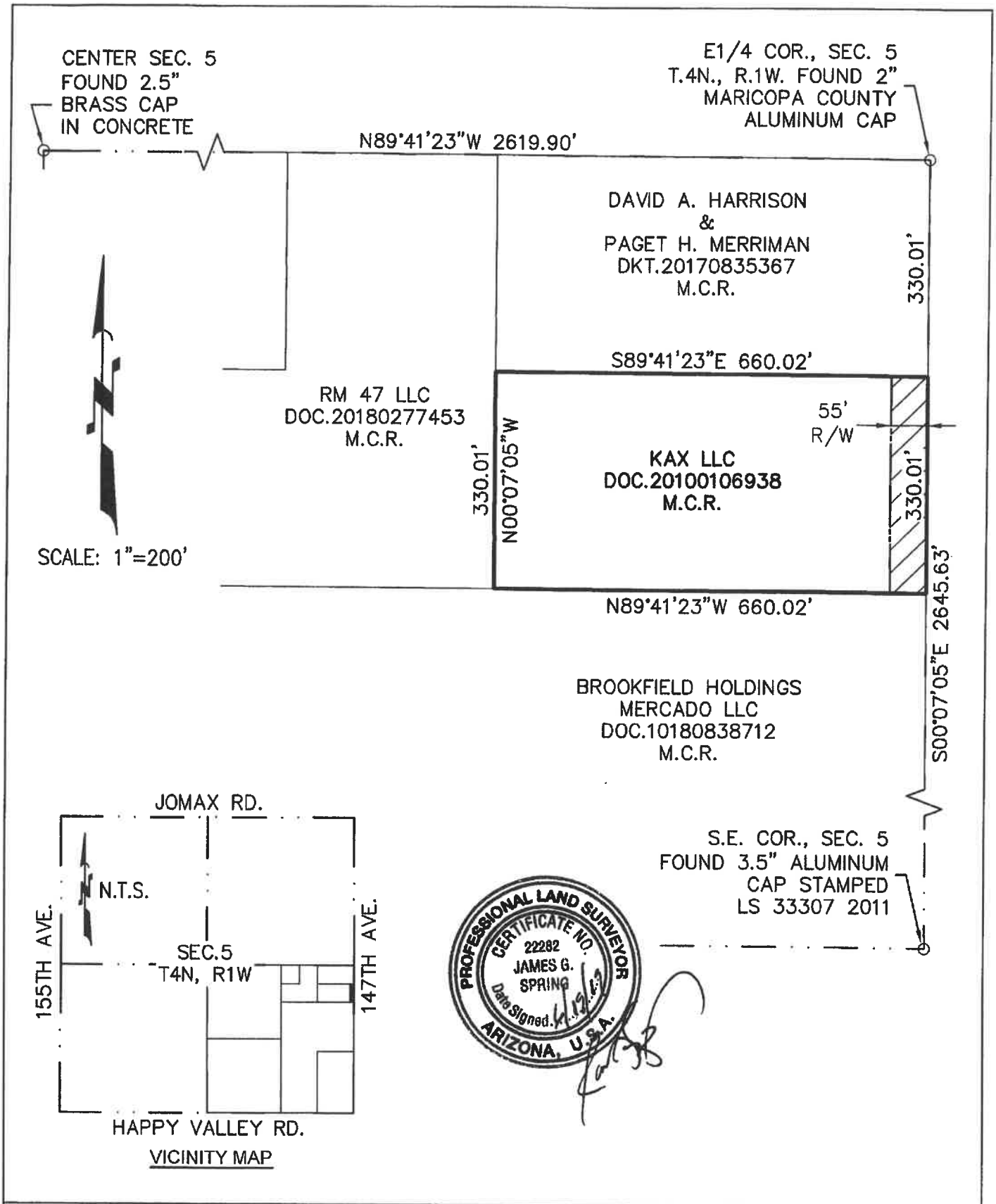
The above described parcel contains a computed area of 0.417 acres more or less.

Prepared by: Atwell, LLC
4700 E. Southern Ave
Mesa, AZ 85206
Project No. 09001944
June 19, 2019



Exhibit B

Depiction

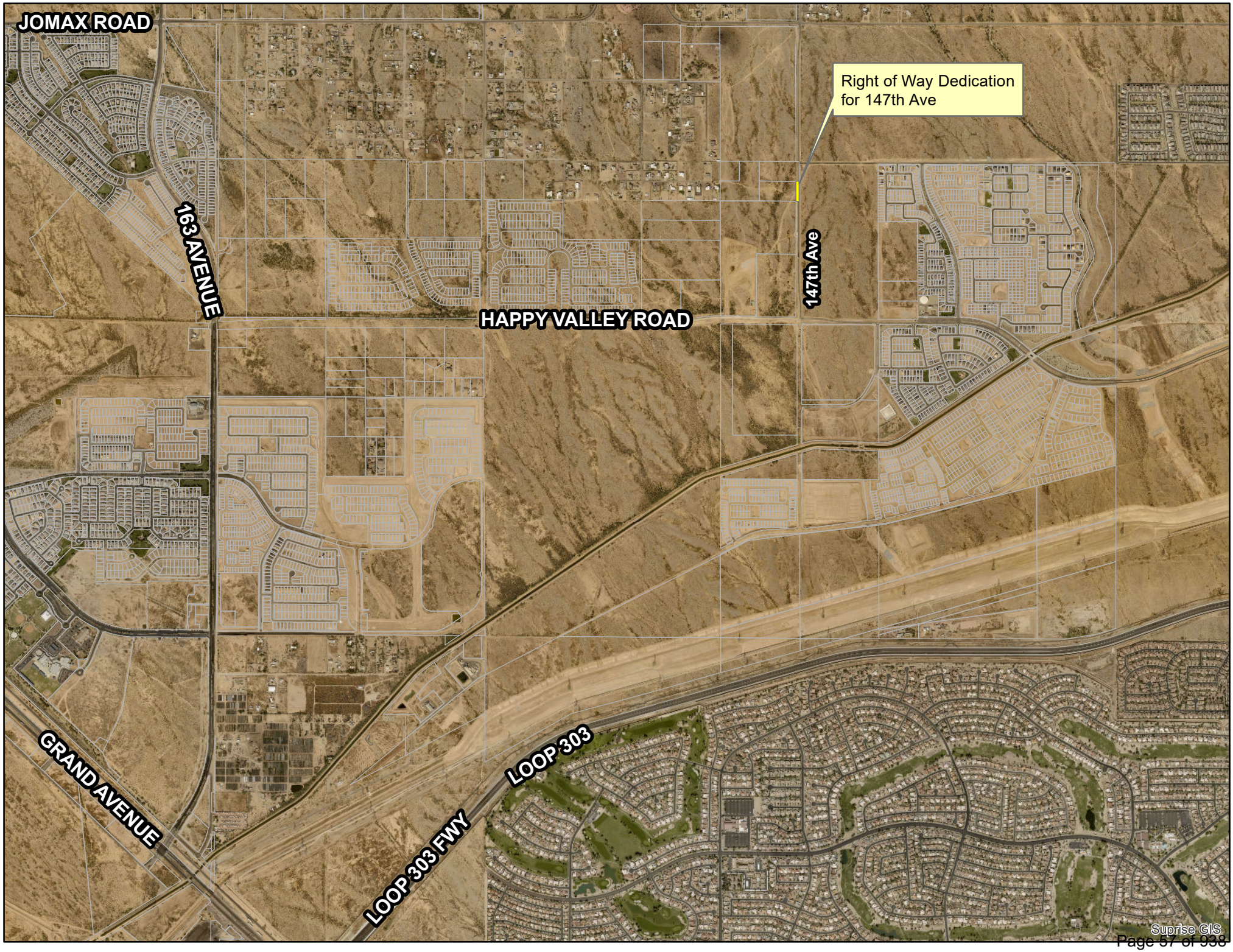


ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

JOB #09001944–Sheet 1 of 1 06/19/2019

KAX 55' 147TH AVE. RIGHT OF WAY
SURPRISE, ARIZONA

k:\09001944\dwg\survey\exhibits\miscellaneous legals and exhibits\09001944 kax-rw-exhibit.dwg SAVE DATE: 9/30/2015 2:11 PM PLOT DATE: 6/19/2019 11:14 AM


JOMAX ROAD
Right of Way Dedication for 147th Ave
163 AVENUE
147th Ave
HAPPY VALLEY ROAD
GRAND AVENUE
LOOP 303
LOOP 303 FWY
Suprise GIS

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to acceptance of a Warranty Deed from David Harrison and Paget Merriman for Rights-of-Way for roadway improvements along 147th Avenue north of Happy Valley Road.

Motion:
I move to accept the Warranty Deed from David Harrison and Paget Merriman.

Background:
The Right of Way being dedicated is along 147th Avenue to address access and connectivity for future development.

Objective Analysis:
Development in this area is ongoing and the right of way is needed to provide access to address access concerns and fire safety.

Policy Compliant:
Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan

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

Budget Impact:
There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road is in place and is accepted by the City.

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

ATTACHMENTS:

1. signed rw
2. David Harrison and Paget Merriman for 147th Ave Right of Way Dedication Location Map

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When recorded return to:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

WARRANTY DEED

For the consideration of Ten Dollar ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged

David A. Harrison, IV, a married man, dealing with his sole and separate property and Paget H. Merriman, an unmarried woman, ("Grantor")

Do hereby convey to the City of Surprise, an Arizona municipal corporation, all right, title and interest to and in that certain parcel of real property as legally described in Exhibit A and depicted in Exhibit B.

It is the intention of the parties to cause the real property described on said Exhibit "A" to be dedicated as **public right of way for roadway and utility purposes**, and to vest title in fee simple in the City of Surprise in Trust, for all the uses contemplated in public street dedication.

This deed supersedes and renders void any previous grant of a right in the real property described in Exhibit "A," including, but not limited to, any easements conveyed by Grantor to the City of Surprise concerning the real property described in Exhibit "A."

And I or We do warrant the title against any and all persons, subject only to those encumbrances or liens of record, or as above set forth, if any.

GRANTOR

David A. Harrison, IV

Paget H. Meriman

STATE OF Virginia)
) SS.
County of Chesterfield)

The foregoing instrument was acknowledged before me this 4 day of January, 2021, by David A. Harrison, IV.

My commission expires:

3/31/2024

Notary Public:

KIMBERLY ROLSTON CREEKMORE
NOTARY PUBLIC
REG. #7254285
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES MARCH 31, 2024

STATE OFARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this 21 day of December, 2021, by Paget H. Meriman

My commission expires:

May 31, 2021

Notary Public:

JULIE A PALMER
Notary Public – Arizona
Maricopa County
My Comm. Expires May 31, 2021

GRANTEE: City of Surprise, an Arizona municipal corporation

By: _____
Skip Hall
Its: Mayor

ATTEST:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this___ day of _____, 20__, by _____, known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

My commission expires:

_____

Notary Public:

_____

Exhibit A

Legal Description

LEGAL DESCRIPTION
"Harrison 55' 147th Ave. ROW"

A portion of that parcel described in Joint Tenancy Deed, Docket 20170835367, Maricopa County Records, Arizona; said portion being more particularly described as follows:

The East 55.00 feet of the East 660 feet of the North 660 feet of the East half of the Southeast quarter of Section 5, **EXCEPT** the Southeast quarter of the North 660 feet of the East half of the Southeast quarter of Section 5, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona

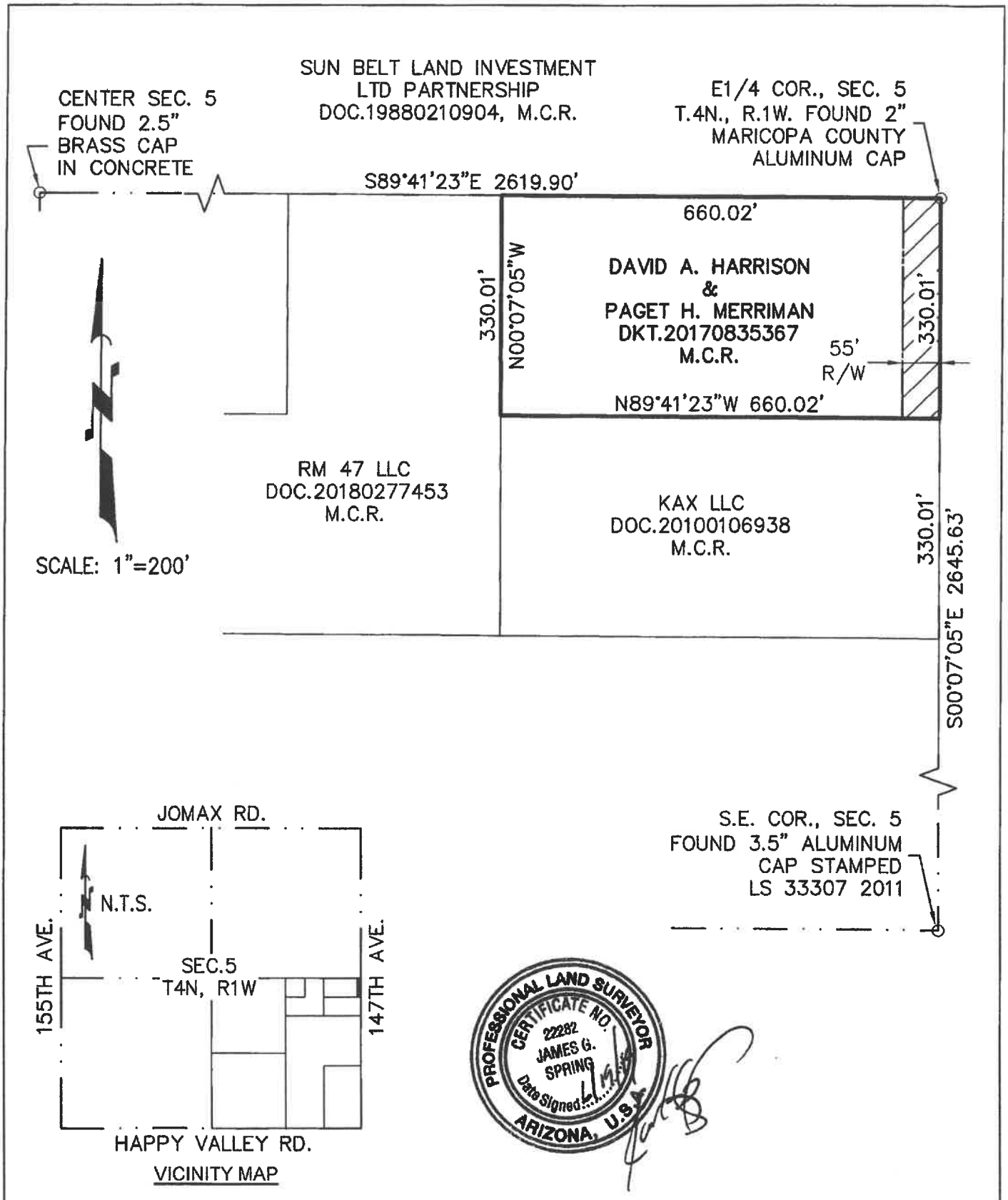
The above described parcel contains a computed area of 0.417 acres more or less.

Prepared by: Atwell, LLC
4700 E. Southern Ave
Mesa, AZ 85206
Project No. 09001944
June 19, 2019



Exhibit B

Depiction

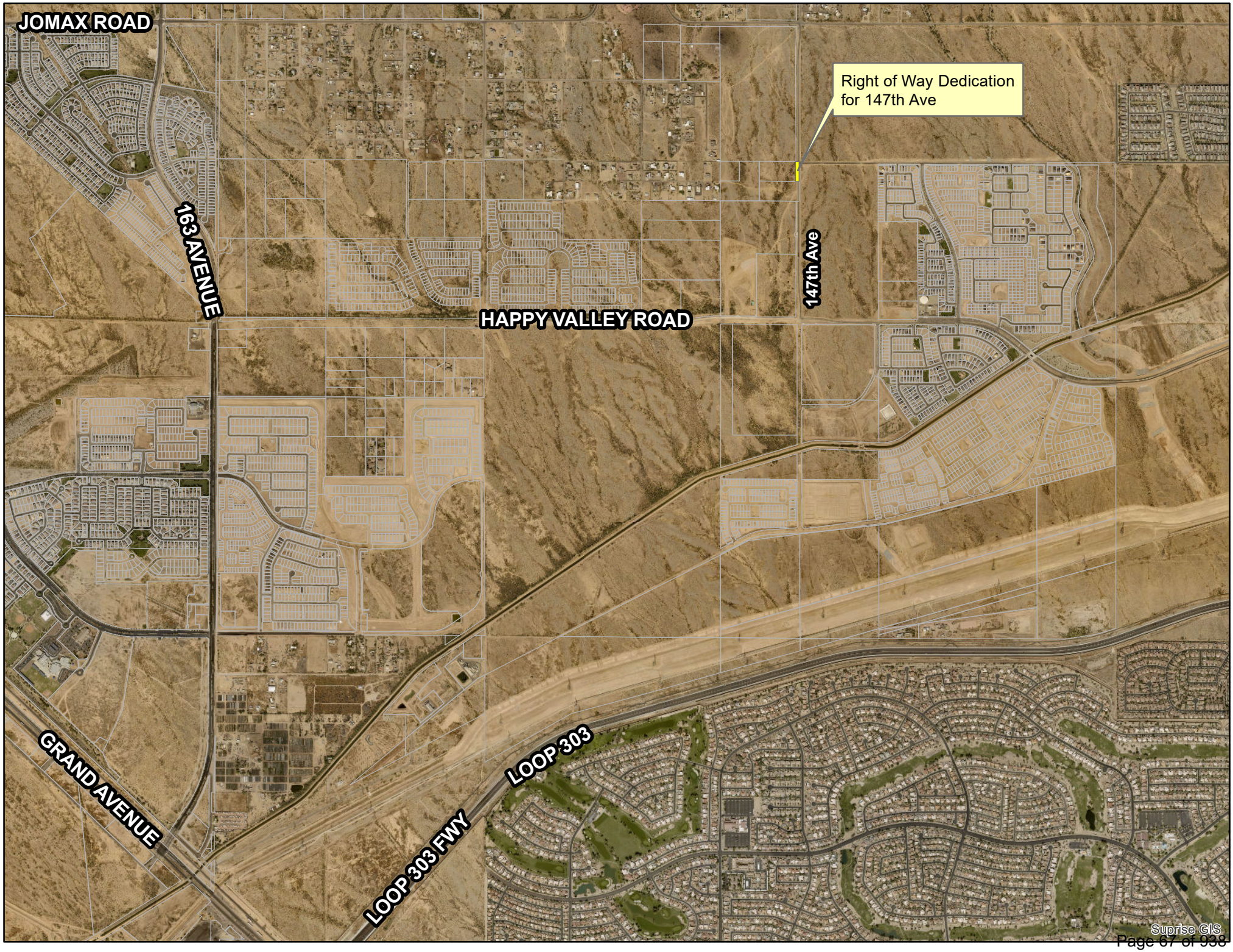


ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

JOB #09001944–Sheet 1 of 1 06/19/2019

HARRISON 55' 147TH AVE. RIGHT OF WAY
SURPRISE, ARIZONA

k:\09001944\dwg\survey\exhibits\miscellaneous legals and exhibits\09001944 harrison-rw-exhibit.dwg SAVE DATE: 6/19/2019 9:53 AM PLOT DATE: 6/19/2019 10:57 AM


JOMAX ROAD
Right of Way Dedication for 147th Ave
163 AVENUE
147th Ave
HAPPY VALLEY ROAD
GRAND AVENUE
LOOP 303
LOOP 303 FWY
Suprise GIS

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to acceptance of a water line easement from Mesquite Mountain Ranch Investments. LLC, near 227th Avenue and Deer Valley.

Motion:
I move to accept the Water Line Easement from Mesquite Mountain Ranch Investments, LLC.

Background:
The water line will serve the Mesquite Mountain Ranch Development. It is needed in order for the project to move forward. The water line is on 227th Avenue south of Deer Valley.

Objective Analysis:
Approval of this item will allow the appropriate easement for the water line associated with the Mesquite Mountain Ranch development.

Policy Compliant:
Approval of this item is policy compliant. The proposed easement will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

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

Budget Impact:
There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the water line is in place and is accepted by the City.

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

ATTACHMENTS:
1. MMR water line easement
2. Mesquite Mountain Ranch Investments. LLC Water Line Easement

WHEN RECORDED, RETURN TO:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

WATER LINE EASEMENT

This Water Line Easement (the "Easement") Agreement is executed this 12 day of May 2021, by and between Mesquite Mountain Ranch Investments LLC, a limited liability company, hereinafter referred to as "Grantor" and the City of Surprise, an Arizona municipal corporation hereinafter referred to as "Grantee".

RECITALS

A. Grantor is the fee title owner of a parcel of land as described in Deed # 12-0682229, public records of Maricopa County, Arizona.

B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a perpetual, exclusive water line easement over, under and across portions (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".

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

a. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area (provided that this easement shall not prohibit the Grantor and Grantor's occupants from maintaining improvements in the Easement Area so long as such improvements do not interfere with Grantee's construction, installation, maintenance and replacement of the water line) for installation and maintenance of a water line. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Areas. This Water Line Easement also includes ingress and egress to and from the Easement Areas in order to construct, install, maintain, repair and replace said water line.

b. Restoration of Property. Grantee, its successors and assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Areas pursuant to the rights granted pursuant to this Easement shall (a) promptly repair and restore any damage to the Easement areas resulting from such entry, work or use; (b) promptly remove any mechanic's or materialmen's lien arising from any such work within the Easement Areas; and (c)indemnify, defend and hold the Grantor harmless for, from and against any

claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person or property in caused by Grantee's negligent performance of such entry, work or use. Grantee will cause the least possible interference with the activities of Grantor, the occupants of Grantor's property and their respective customers, agents, servants, employees, licenses and invitees in connection with its operations.

c. Runs with the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee and their administrator, personal representatives, successors and assigns.

d. Not a Public Dedication. Other than the grant of the easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Areas to the general public or any public purpose whatsoever.

e. Exception. There is excepted and reserved to Grantor from this Easement granted hereby: (i) all rights to utilize the Easement Area for any and all purposes not inconsistent with Grantee's rights hereunder; and (ii) all rights of Grantor to grant at its sole discretion and at any time, any and all additional easements to any other person across the Easement Area provided that such additional easements do not interfere in a material or adverse manner with Grantee's rights hereunder. Specifically included, without limitation, in such reservations are the rights to grant underground utilities and other rights to place facilities by the Grantor.

f. Indemnification. Grantee shall indemnify Grantor from and against any loss, damage or injury of any kind or nature to any person or property arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, or from any accident arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, unless such loss, damage or injury was a result of the negligence or intentional conduct of Grantor.

g. Miscellaneous. Headings in this Water Line Easement are for convenience only and shall not define or limit the provision hereof. This Water Line Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against the Grantor or the Grantee. This Water Line Easement shall be governed by the laws of the state of Arizona. Should any term, provision, covenant or condition of this Water Line Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Sewer Line Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

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

GRANTOR:

Mesquite Mountain Ranch Investments LLC
An Arizona LLC

By: _____
Elliott D Pollack
Its: Managing Member of Mesquite Mountain Ranch Investments LLC

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 12 day of May, 2021, by Elliott D Pollack, known by me as the Managing Member of Mesquite Mountain Ranch Investments LLC.

_____
Notary Public

My Commission Expires:

february 25, 2025



GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____
Skip Hall
Its: Mayor

Attest:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____, known by my as the Mayor of the City of Surprise an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT "A"
LEGAL DESCRIPTION FOR
30' WATER EASEMENT

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 23, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found GLO brass cap flush for the West Quarter corner of said section 23 from which the Southwest corner of said Section 23, bears South 00 deg. 11 min 57 sec. West (Basis of Bearings) - 2639.93 feet and from which a found aluminum cap stamped "RLS# 46643" for the center of said Section 23, bears North 89 deg. 49 min. 30. Sec East - 2642.03 feet;

THENCE North 89 deg. 49 min. 30 sec. East along the North line of the Southwest Quarter of said Section 23, a distance of 20.00 feet to the **TRUE POINT OF BEGINNING**;

THENCE North 89 deg. 49 min. 30 sec. East along said North line, a distance of 30.00 feet;

THENCE South 00 deg. 11 min. 57 sec. West departing said North line, a distance of 1,170.08 feet;

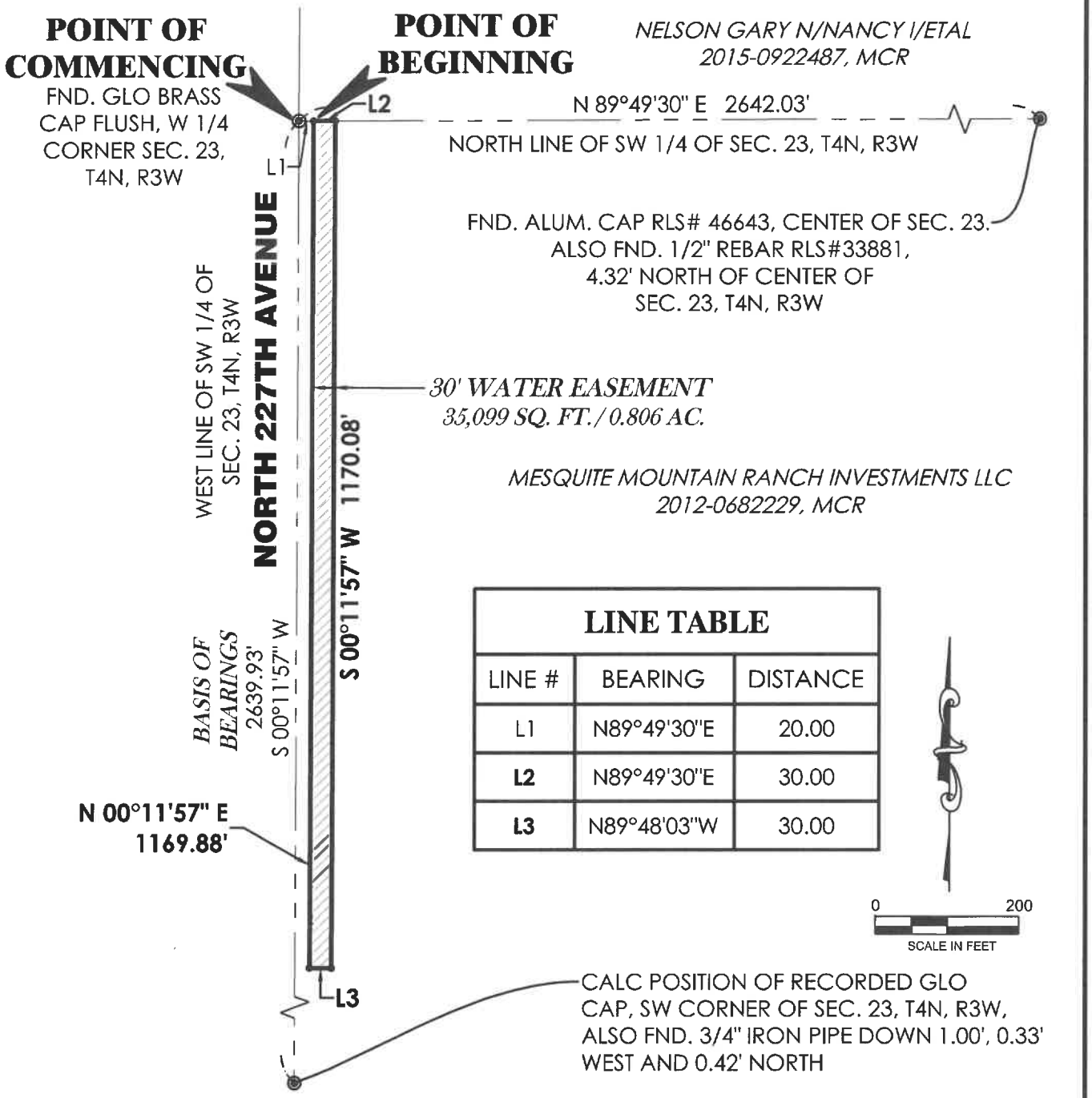
THENCE North 89 deg. 48 min. 03 sec. West, a distance of 30.00 feet;

THENCE North 00 deg. 11 min. 57 sec. East, a distance of 1,169.88 feet to the **POINT OF BEGINNING**, containing 35,099 square feet or 0.806 acres of land, more or less.

Exhibit map attached and made a part hereof.



TEXAS • 2405 Mustang Drive • Grapevine, TX 76051 • 817.329.4373 • TBPLS #10021700
ARIZONA • 2705 South Alma School Road, Suite 2 • Chandler, AZ 85286 • 602.218.7285
TENNESSEE • 6074 Apple Tree Drive • Memphis, TN 38115 • 901.881.9188
COLORADO • 8400 E. Prentice Ave. • Greenwood Village, CO 80111 • 303.459.4861



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°49'30"E	20.00
L2	N89°49'30"E	30.00
L3	N89°48'03"W	30.00

EXHIBIT "A" MAP SHOWING
30' WATER EASEMENT, SITUATED IN A PORTION
OF THE SOUTHWEST QUARTER OF SECTION 23, T4N, R3W
OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85044
(602) 218-7285

Scale:	1" = 200'
Date:	6/11/2021
Job No.:	10846A
Drafted:	L.J.C.
Checked:	J.N.R.

Sheet 2 of 2

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 54332
JOHN N. ROGERS
6/11/2021
Date Signed
ARIZONA, U.S.A.

W:\10846A - MMR\COGO\GM EASEMENTS\WATER\10846A-WE1.dwg


JOMAX ROAD
GRAND AVENUE
HAPPY VALLEY ROAD
195 AVENUE
227th Ave
30' Water Line
Easement Location
219th Ave
DEER VALLEY ROAD
SUN VALLEY PARKWAY

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to acceptance of a sewer line easement from Mesquite Mountain Ranch Investments, LLC, near 227th Avenue and Deer Valley Road.

Motion:
I move to accept the Sewer Line Easement from Mesquite Mountain Ranch Investments, LLC.

Background:
The sewer line will serve the Mesquite Mountain Ranch development. It is needed in order for the project to move forward. The sewer line is along 227th Avenue and south of Deer Valley Road.

Objective Analysis:
Approval of this item will allow the appropriate easement for the sewer line associated with the Mesquite Mountain Ranch development.

Policy Compliant:
Approval of this item is policy compliant. The proposed easement will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

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

Budget Impact:
There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the sewer line is in place and is accepted by the City.

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

ATTACHMENTS:
1. MMR sewer line easement

2. Mesquite Mountain Ranch Investments. LLC Sewer Line Easement (1)

WHEN RECORDED, RETURN TO:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

SEWER LINE EASEMENT

This Sewer Line Easement (the "Easement") Agreement is executed this 12 day of May, 2021, by and between Mesquite Mountain Ranch Investments, LLC, a limited liability company, hereinafter referred to as "Grantor" and the City of Surprise, an Arizona municipal corporation hereinafter referred to as "Grantee".

RECITALS

A. Grantor is the fee title owner of a parcel of land as described in Deed # 12-0682229, public records of Maricopa County, Arizona.

B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a perpetual, exclusive sewer line easement over, under and across portions (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".

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

a. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area provided that this easement shall not prohibit the Grantor and Grantor's occupants from maintaining improvements in the Easement Area so long as such improvements do not interfere with Grantee's construction, installation, maintenance and replacement of the sewer line for installation and maintenance of a sewer line. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Areas. This Sewer Line Easement also includes ingress and egress to and from the Easement Areas in order to construct, install, maintain, repair and replace said sewer line.

b. Restoration of Property. Grantee, its successors and assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Areas pursuant to the rights granted pursuant to this Easement shall (a) promptly repair and restore any damage to the Easement areas resulting from such entry, work or use; (b) promptly remove any mechanic's or materialmen's lien arising from any such work within the Easement Areas; and (c)indemnify, defend and hold the Grantor harmless for, from and against any claims, liability,

judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person or property in caused by Grantee's negligent performance of such entry, work or use. Grantee will cause the least possible interference with the activities of Grantor, the occupants of Grantor's property and their respective customers, agents, servants, employees, licenses and invitees in connection with its operations.

c. Runs with the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee and their administrator, personal representatives, successors and assigns.

d. Not a Public Dedication. Other than the grant of the easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Areas to the general public or any public purpose whatsoever.

e. Exception. There is excepted and reserved to Grantor from this Easement granted hereby: (i) all rights to utilize the Easement Area for any and all purposes not inconsistent with Grantee's rights hereunder; and (ii) all rights of Grantor to grant at its sole discretion and at any time, any and all additional easements to any other person across the Easement Area provided that such additional easements do not interfere in a material or adverse manner with Grantee's rights hereunder. Specifically included, without limitation, in such reservations are the rights to grant underground utilities and other rights to place facilities by the Grantor.

f. Indemnification. Grantee shall indemnify Grantor from and against any loss, damage or injury of any kind or nature to any person or property arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, or from any accident arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, unless such loss, damage or injury was a result of the negligence or intentional conduct of Grantor.

g. Miscellaneous. Headings in this Sewer Line Easement are for convenience only and shall not define or limit the provision hereof. This Sewer Line Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against the Grantor or the Grantee. This Sewer Line Easement shall be governed by the laws of the state of Arizona. Should any term, provision, covenant or condition of this Sewer Line Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Sewer Line Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

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

GRANTOR:

Mesquite Mountain Ranch Investments LLC
An Arizona LLC

By: _____
Elliott D Pollack
Its: Managing Member of Mesquite Mountain Ranch Investments LLC

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____
Skip Hall
Its: Mayor

Attest:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 12 day of May 2021, by Elliott D Pollack, known by me as the Managing Member of Mesquite Mountain Ranch Investments LLC.

_____
Notary Public

My Commission Expires:
February 25, 2025

ROBIN ANWAYA, NOTARY PUBLIC
COMM. NO. 590619
COMM. EXP. 02-25-2025
MARICOPA CO., AZ

STATE OF _____)
) ss.
County of _____)

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

_____
Notary Public

My Commission Expires:

_____

EXHIBIT "A"
LEGAL DESCRIPTION FOR
SEWER EASEMENT

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 23, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found GLO brass cap flush for the West Quarter corner of said section 23 from which the Southwest corner of said Section 23, bears South 00 deg. 11 min 57 sec. West (Basis of Bearings) - 2639.93 feet and from which a found aluminum cap stamped "RLS# 46643" for the center of said Section 23, bears North 89 deg. 49 min. 30. Sec East - 2642.03 feet;

THENCE South 00 deg. 11 min. 57 sec. West along the West line of the Southwest Quarter of said Section 23, a distance of 1,150.03 feet to the **TRUE POINT OF BEGINNING**;

THENCE South 89 deg. 48 min. 03 sec. East departing said West line, a distance of 73.35 feet;

THENCE North 71 deg. 00 min. 54 sec. East, a distance of 147.13 feet;

THENCE South 28 deg. 22 min. 33 sec. East, a distance of 18.17 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 80.00 feet, a central angle of 17 deg. 10 min. 19 sec., and being subtended by a chord which bears South 66 deg. 01 min. 32 sec. West - 23.89 feet;

THENCE in a Southwesterly direction along said curve to the left, a distance of 23.98 feet;

THENCE South 71 deg. 00 min. 54 sec. West non-tangent to said curve, a distance of 113.43 feet;

THENCE South 78 deg. 33 min. 57 sec. West, a distance of 25.09 feet;

THENCE North 89 deg. 48 min. 03 sec. West to the West line of the Southwest Quarter of said Section 23, a distance of 67.50 feet;

TEXAS • 2405 Mustang Drive • Grapevine, TX 76051 • 817.329.4373 • TBPLS #10021700
ARIZONA • 2705 South Alma School Road, Suite 2 • Chandler, AZ 85286 • 602.218.7285
TENNESSEE • 6074 Apple Tree Drive • Memphis, TN 38115 • 901.881.9188
COLORADO • 8400 E. Prentice Ave. • Greenwood Village, CO 80111 • 303.459.4861

THENCE North 00 deg. 11 min. 57 sec. East along said West line, a distance of 19.72 feet to the **POINT OF BEGINNING**, containing 4,424 square feet or 0.102 acres of land, more or less.



TEXAS • 2405 Mustang Drive • Grapevine, TX 76051 • 817.329.4373 • TBPLS #10021700
ARIZONA • 2705 South Alma School Road, Suite 2 • Chandler, AZ 85286 • 602.218.7285
TENNESSEE • 6074 Apple Tree Drive • Memphis, TN 38115 • 901.881.9188
COLORADO • 8400 E. Prentice Ave. • Greenwood Village, CO 80111 • 303.459.4861

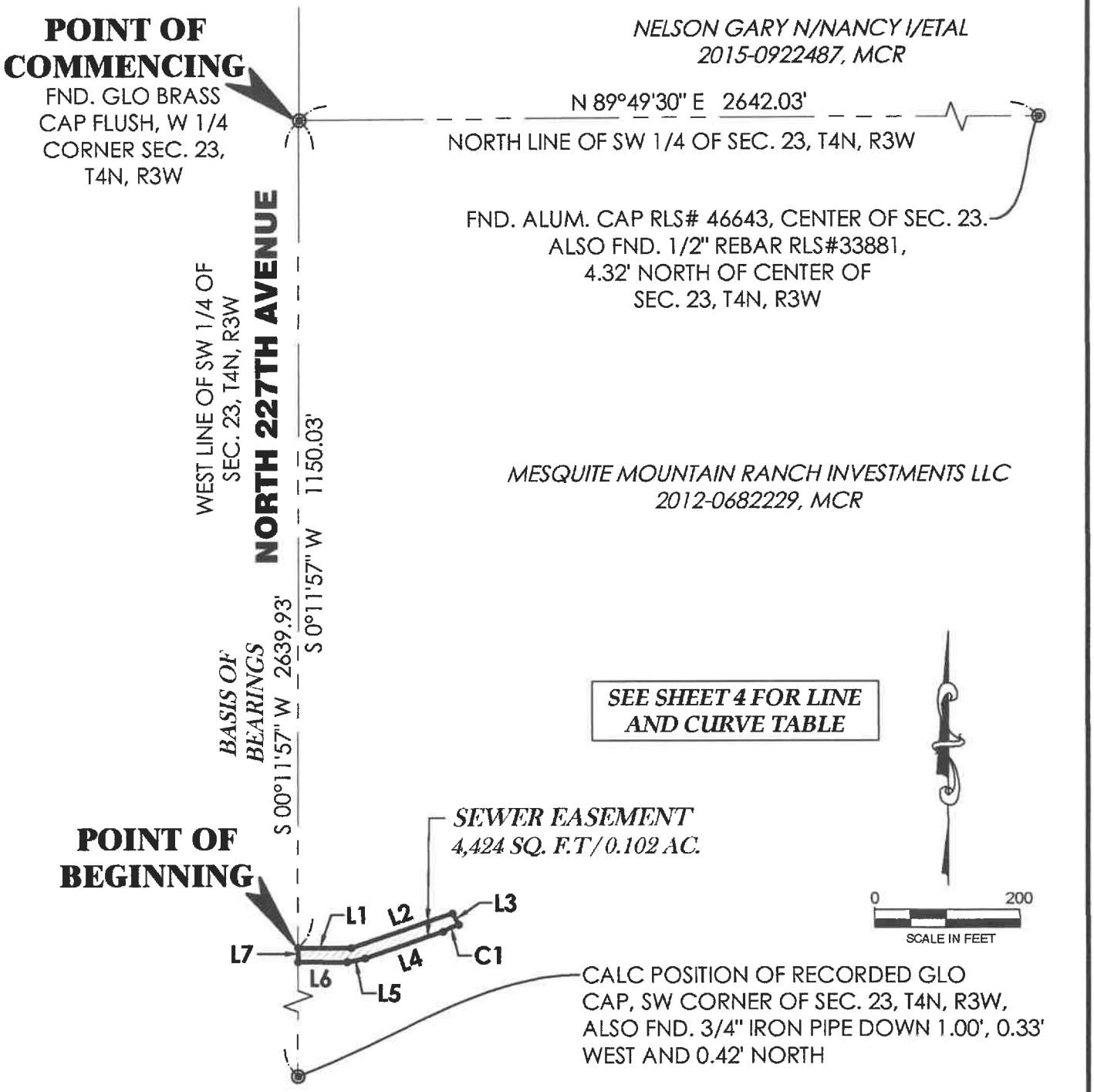


EXHIBIT "A" MAP SHOWING
SEWER EASEMENT, SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, T4N, R3W OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85044
(602) 218-7285

Scale:	1" = 200'
Date:	12/22/2020
Job No.:	10846A
Drafted:	L.J.C.
Checked:	J.N.R.

Sheet 3 of 4

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54332
JOHN N.
ROGERS
Date Signed 12/22/2020
ARIZONA, U.S.A.

W:\10846A - MMR\COGO\GM EASEMENTS\SEWER\10846A-SE1.dwg

CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	80.00	23.98	17°10'19"	S66°01'32"W	23.89

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S89°48'03"E	73.35
L2	N71°00'54"E	147.13
L3	S28°22'33"E	18.17
L4	S71°00'54"W	113.43
L5	S78°33'57"W	25.09
L6	N89°48'03"W	67.50
L7	N00°11'57"E	19.72

EXHIBIT "A" MAP SHOWING
SEWER EASEMENT, SITUATED IN A PORTION
OF THE SOUTHWEST QUARTER OF SECTION 23, T4N, R3W
OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

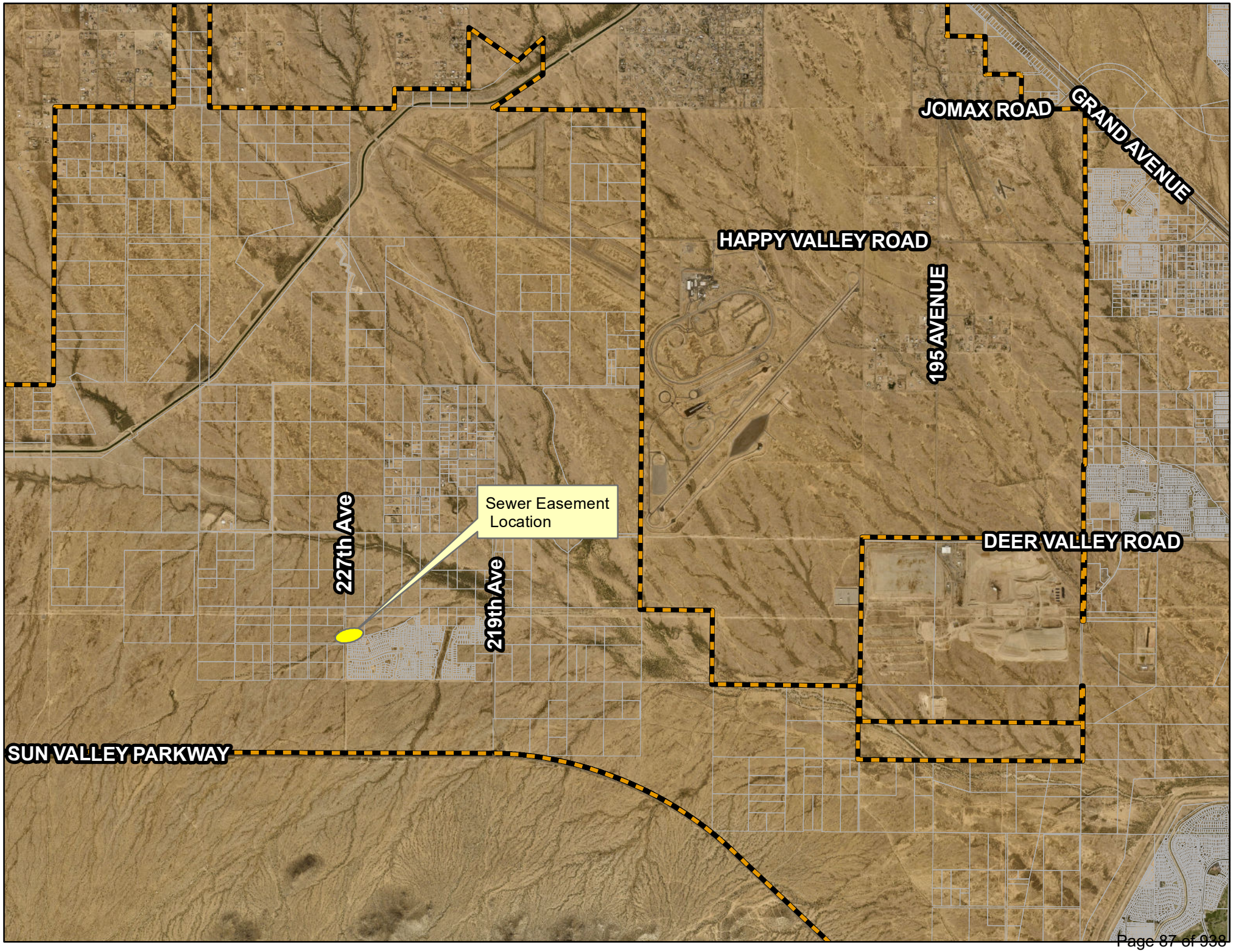
GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85044
(602) 218-7285

Scale:	NONE
Date:	12/22/2020
Job No.:	10846A
Drafted:	L.J.C.
Checked:	J.N.R.

Sheet 4 of 4

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54332
JOHN N.
ROGERS
Date Signed 12/22/2020
ARIZONA, U.S.A.

W:\10846A - MMR\COGO\GM EASEMENTS\SEWER\10846A-SE1.dwg


JOMAX ROAD
GRAND AVENUE
HAPPY VALLEY ROAD
195 AVENUE
Sewer Easement Location
227th Ave
219th Ave
DEER VALLEY ROAD
SUN VALLEY PARKWAY

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021
Submitting Department: Public Works
Staff Recommendations: None

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

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

Agenda Wording:
Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Escalante – Asante Boulevard, generally located at W. Asante Boulevard and N. 163rd Avenue; Resolution # 2021-99.

Motion:
I move to approve Resolution # 2021-99.

Background:
The Public Works Department conducted the final inspection of the public improvements for Escalante – Asante Boulevard, generally located at W. Asante Boulevard and N. 163rd Avenue on or about May 28, 2021 totaling 9,018 SY (approximately 2,387 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, water lines and storm drain.

Objective Analysis:
The improvements for this property provide access and conveyance to the property, storm drains to convey wastewater to retention basins and water lines to convey domestic water to the property. This action will accept the required infrastructure.

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

Financial Impact:
Acceptance of streets, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is $876,003.35.

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

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

FTE Impact:
This action does not change the full time equivalent count.

ATTACHMENTS:
1. 01_RES 2021-99 Acceptance Escalante-Asante Blvd-final
2. 02_Notice of Completion Letter
3. 03_Inspector Sign-Off Form
4. 04_Linear Foot Verification

RESOLUTION # 2021-99

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT ESCALANTE – ASANTE BOULEVARD, GENERALLY LOCATED AT W. ASANTE BOULEVARD AND N. 163RD AVENUE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a map of dedication entitled "Asante Boulevard" on, December 18, 2018;

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

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

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

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

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

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

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

APPROVED AND ADOPTED this _____day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

ESCALANTE - ASANTE BOULEVARD

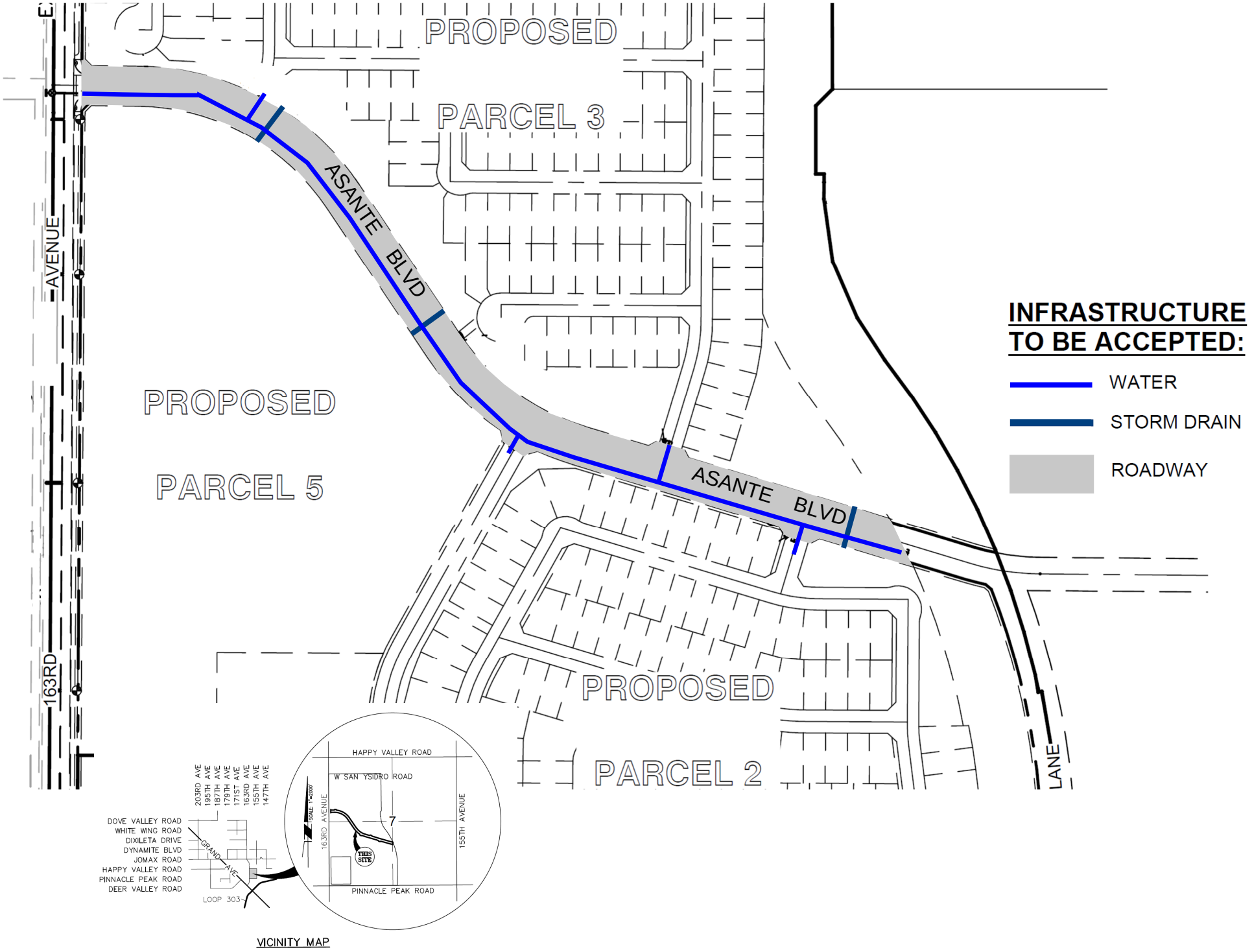


EXHIBIT B

SURPRISE
ARIZONA

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

Memorandum

To: City of Surprise City Council

From: Public Works – Engineering Services

Date: 6/18/2021

Re: Escalante – Asante Boulevard

The public improvements for the above project have been completed and are tentatively scheduled for the August 17th, 2021 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Paving - $291,044.00

City Concrete - $327,923.35

City Water - $246,212.00

City Storm Drain - $10,824.00

Total - $876,003.35

SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

May 28, 2021

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

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR ESCALANTE MOD ASANTE BLVD – FS16-474

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

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

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

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

If you have any questions or concerns, you can reach me at 623-222-6153 or at kristin.tytler@surpriseaz.gov.

Sincerely,

Kristin Tytler
Assistant PW Director

cc: Nuning Lemka, PW Engineering Manager
David Mobley, PW Field Engineering Supervisor
Lynn Stone, PW Business Manager
Lee Lambert, Water Resource Management
Warren Bert, GIS
Mike Gent, Deputy City Manager/PW Director
John McFarland, PW Streets Manager
Jon Gake, Finance
Michael Boule, Water Resource Management
William Valdez, PW Civil Inspector

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 5/27/2021 ____ Commercial ____ Commercial w/Offsite XX Residential

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

12/01/2020 Date of Punch-List Walk 4/14/2021 Date Punch-List Completed

FS Number: FS16-474 **Permit Number(s):** E18P-0968,E18P-0975,E18P-0977,E18P-0978,E18P-0979

Project Name: Fulton Homes Escalante - Asante Blvd

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

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

Sheet 1 of 1

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Asante Blvd	Collector	163rd Ave	Sta 32+43.94	2	1/4	

MATERIALS:

Asphalt: Knochel Bros Supplier .5 Total Lane Miles 11,018 Total Square Yards

Water:	8" C-900	Size/Type	382	Total Linear Feet	6" DIP	Size/Type	96 Total Linear Feet
	12" DIP	Size/Type	2,476	Total Linear Feet		Size/Type	Total Linear Feet
Sewer:	N/A	Size/Type		Total Linear Feet		Size/Type	Total Linear Feet
		Size/Type		Total Linear Feet		Size/Type	Total Linear Feet
Storm:	18"RGRCP	Size/Type	140	Total Linear Feet		Size/Type	Total Linear Feet
	24"RGRCP	Size/Type	87	Total Linear Feet		Size/Type	Total Linear Feet
Fire Ln:	N/A	Size/Type		Total Linear Feet		Size/Type	Total Linear Feet

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

APPROVAL:

Civil Inspector: William Valdez **Date:** 5/27/2021

Civil Engineering Supervisor: Kristin Fyffe **Date:** 05/28/2021

Roadway	Paving Paved Dirt Road?	New Lanes (total) (total incl.	New Bike Lanes (total)	Median Width (ft)	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lan Mil
Asante Boulevard	N	2	2	14	2387.0	0.45	0.5	0.9

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021

Contact Person: Joe Gladieux, SENIOR SVCS PRG SUPV

Submitting Department: Human Svcs and Comm Vitality

District: Internal

Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to an amendment to the Fiscal Year 2022 budget by moving budget authority in the amount of $137,000 within the Grants Fund to accept grant funding in the same amount from Area Agency on Aging for the Congregate Meal Program; Resolution #2021-103.

Motion:

I move to approve Resolution # 2021-103.

Background:

The City of Surprise, through its Human Service & Community Vitality (HSCV) Department, applied for a continuation of a grant from Area Agency on Aging that has been in place since 2004. The grant award will serve to support the congregate meal program and a portion of the Senior Center multipurpose operations that support the program.

Objective Analysis:

This action will allow the HSCV Department to maintain the congregate meal service program at the Senior Center.

Policy Compliant:

This action is compliant with City and Council policies.

Financial Impact:

This grant award is $22,000 for part-time salaries and $115,000 for special event hosting for a one-time total of $137,000. There is a 10% in-kind City match requirement in the amount of $13,700 which will be met with HSCV's General Fund operating budget for a total grant budget of $150,700.

Budget Impact:

This action requires a move of budget authority in the amount of $137,000 within the Grants Fund from contingency to project G51504 and project G51514 to cover projected expenditures. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:
This item does not impact the full-time equivalent count.

ATTACHMENTS:
1. RES 2021-103 AAA Grant
2. 2022-36-SUR

RESOLUTION # 2021-103

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING THE CONTRACT FOR SERVICES BETWEEN THE CITY OF SURPRISE AND AREA AGENCY ON AGING; AUTHORIZING THE CITY TO ACCEPT GRANT FUNDING IN THE AMOUNT OF $137,000 FROM AREA AGENCY ON AGING FOR THE CONGREGATE MEAL PROGRAM; AND AMENDING THE FISCAL YEAR 2022 BUDGET BY MOVING BUDGET AUTHORITY OF $137,000 WITHIN THE GRANTS FUND.

WHEREAS, the City of Surprise, through its Human Service & Community Vitality Department, applied for a continuation of a grant from Area Agency on Aging that has been in place since 2004;

WHEREAS, the City desires to enter into a Contract for Services with Area Agency on Aging for the purpose of receiving a grant for $137,000 to support the congregate meal program and a portion of the Senior Center multipurpose operations that support the congregate meal program;

WHEREAS, all service expenditures pursuant to the Contract for Services are on a reimbursement basis, up to $137,000;

WHEREAS, the FY2022 budget was adopted by Council Resolution #2021-87 on June 1, 2021;

WHEREAS, this action will necessitate a budget amendment to account for the $137,000 grant; 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 Contract for Services between the Area Agency on Aging and the City of Surprise (Contract #2022-36-SUR), attached as ***Exhibit B***, is hereby approved.

Section 2. That the City of Surprise is authorized to accept a grant in the amount of $137,000 from Area Agency on Aging for Congregate Meals.

Section 3. 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, 2021 through June 30, 2022.

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

APPROVED AND ADOPTED this _____day of _____, 2021.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

1. Appropriation - The allocations below represent the moving of budget authority in the amount of $137,000 within the Grants Fund to cover projected expenditures for the Congregate Meal Program. 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	Human Svcs and Comm Vitality	#G51504 FY22 AAA Meals	E	-	125,000	125,000
Grants	Human Svcs and Comm Vitality	#G51504 FY22 AAA Meals	R	-	125,000	125,000
Grants	Human Svcs and Comm Vitality	#G51514 FY22 AAA Senior Center	E	-	12,000	12,000
Grants	Human Svcs and Comm Vitality	#G51514 FY22 AAA Senior Center	R	-	12,000	12,000
Grants/Contingency	General Operations	Contingency	E	3,919,400	(137,000)	3,782,400
Grants/Contingency	General Operations	Other	R	4,000,000	(137,000)	3,863,000
			Expense Total	**3,919,400**	**-**	**3,919,400**
			Revenue Total	**4,000,000**	**-**	**4,000,000**

EXHIBIT B

Contract for Services (Contract #2022-36-SUR)

Contract #2022-36-SUR

CONTRACT FOR SERVICES BETWEEN

Area Agency on Aging, Region One, Incorporated ***AND*** **City of Surprise**
1366 E. Thomas Road, Suite 108 **16000 North Civic Center Plaza**
Phoenix, Arizona 85014 **Surprise, Arizona 85374**
602-264-2255 fax: 602-230-9132 **623-222-1500 fax: 623-222-1501**
EIN: 86-6007796

DURATION OF THE CONTRACT, FY 2022: July 1, 2021 and shall end June 30, 2022

CONTACT INFORMATION FOR NOTICES

Signatories: Mary Lynn Kasunic, President & CEO	Seth Dyson, Director
Programmatic Authority: Lizzie Kazan, Director of Contracts Administration	Joe Gladieux, Human Service & Community Vitality Manager
Daily Contacts: Michael Ashton, Contracts Specialist	Joe Gladieux, Human Service & Community Vitality Manager

REIMBURSEMENT PAYMENTS SHALL BE MAILED TO:
Jon Gake, Accounting Manager, 16000 North Civic Center Plaza, Surprise Arizona 85374.

This Contract is entered into by and between City of Surprise, hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Terms and Conditions, specific Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, and shall include any subcontracts and the approved budget and / or unit rates and contract budget ceilings.

Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

AREA AGENCY ON AGING, REGION ONE, INCORPORATED	**CITY OF SURPRISE**
Signature and Date	Signature and Date
Mary Lynn Kasunic, President & CEO	**Seth Dyson, Director**

CONTRACT SUMMARY

FIXED PRICE WITH PRICE ADJUSTMENT

CONTRACT #: 2022-36-SUR

CONTRACTOR: City of Surprise

TYPE: ***Original Contract***

CONTRACT TERM: July 1, 2021 to June 30, 2022

Contract Reimbursement Ceiling for all Services: **TOTAL: $ 137,000**

CONTRACT OPERATING BUDGET

REVENUE	Congregate Meals	Multipurpose Operations
Area Agency	125,000	12,000
Project Income	21,600	-
Non-Fed Inkind	-	-
Non-Fed Cash	98,008	161,161
Other Federal	-	-
TOTAL	244,608	173,161
EXPENSES		
Personnel	109,415	128,989
ERE	22,043	26,472
Prof&Outside	-	-
Travel	200	-
Space	8,550	12,400
Equipment	-	-
Materials/Supl	102,800	4,900
Operating Svc	1,600	400
Indirect	-	-
TOTAL	244,608	173,161
UNITS	18,000	3,200
UNIT RATE	$ 13.59	$ 54.11

ADES Special Terms and Conditions

1.0 DEFINITION OF TERM

In addition to the Uniform Terms and Conditions, Section 1, the following shall apply:

1.1 **"***Award Date***"** The date the Contract is executed by Area Agency. This may or may not be the same date as the "Effective Date" which is the date specified on the Offer and Award or Signature Page.

1.2 "*Client Specific Referral*" Services or activities for which a referral has been made for a client by an authorized representative of Area Agency.

1.3 **"***Department***"** The Arizona Department of Economic Security (ADES), unless otherwise indicated.

1.4 **"***Effective Date***"** The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.

1.5 **"***Equipment***"** All vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $5,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one (1) year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).

1.6 **"***May***"** Indicates something that is not mandatory but permissible.

1.7 "*Purchase Order*" also known as "Purchase Authorization" or "Release Order" is an authorized document to procure goods or services.

1.8 **"***Shall, Must***"** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive or may result in default of contract.

1.9 **"***Should***"** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, Area Agency may, at its sole option, ask the Contractor to provide the information.

1.10 **"***Vulnerable adult***"** An individual who is eighteen (18) years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment. Vulnerable adult includes an incapacitated person as defined in A.R.S. §14-5101.

1.11 *"Additional Insured"* Specifically includes all agencies and requirements as identified in Section 26.4.3.

1.12 *"Area Agency"* Area Agency on Aging, Region One, Incorporated, unless otherwise indicated.

1.13 *"Contract Specialist"* Is the Area Agency staff person who is assigned managerial responsibility for the contract.

1.14 *"Scope of Work"* The Arizona Department of Economic Security description of service(s) to be provided pursuant of this contract.

1.15 *"Service Specification"* The Area Agency description of service(s) to be provided pursuant of this contract.

2.0 ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT

In addition to the Uniform Terms and Conditions, Section 3.6, the following shall apply:

2.1 The Contractor shall provide to Area Agency for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:

2.2 "This program was funded through a contract with Area Agency on Aging, Region One, Incorporated. Points of view are those of the author and do not necessarily represent the official position or policies of the Area Agency."

3.0 ASSIGNMENT

In addition to the Uniform Terms and Conditions, Section 5.3, the following shall apply:

3.1 **Merger, Reorganization or Change of Ownership**

3.1.1 A proposed merger, reorganization or change in ownership of the Contractor shall require prior written approval of Area Agency and may require an assignment of the Contract documented by a Contract Amendment. Area Agency may terminate this Contract pursuant to the Termination clauses of the Contract, if the Contractor does not obtain prior written approval or Area Agency determines that the change in ownership is not in the best interest of the Area Agency.

3.1.2 This Contract is voidable and subject to immediate cancellation by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or assigning any right(s) or obligations under this Contract without the prior written consent of Area Agency.

3.1.3 The Contractor shall submit a detailed merger, reorganization and/or transition of ownership plan to Area Agency, for review at least sixty (60) days prior to the effective date of the proposed change.

4.0 AUDIT

In addition to the Uniform Terms and Conditions, Section 3.3, the following shall apply:

4.1 In compliance with the Federal Single Audit Act (31 U.S.C. § 7501-7506 as may be amended), Contractors designated as sub-recipients shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as prescribed in 2 C.F.R. § 200.

4.2 Audits of non-profit corporations receiving Federal or State monies are required pursuant to Federal or State law and shall be conducted as provided in 31 U.S.C. § 7501-7506, and A.R.S. § 35-181.03, as may be amended, and any other applicable statutes, rules, regulations, and standards.

4.3 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five (5) years after completion of the Contract, except if subject to Health Insurance Portability & Accountability Act which is six (6) years. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

5.0 AUTHORIZATION FOR SERVICES

5.1 Authorization for performance of services under this Contract shall be made only upon a duly approved Itemized Service Budget and the Itemized Service Budget will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the approved Itemized Service Budget. Area Agency shall not have any legal obligation to pay for services in excess of the amount indicated on the Itemized Service Budget.

5.2 No further obligation for payment shall exist on behalf of Area Agency unless change or modification has been made in accordance with Section 5.1 above.

6.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY.

If providing direct services to children or vulnerable adults, the following shall apply:

6.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in their entirety as provisions of this Contract.

6.2 The Contractor will conduct A Central Registry Background Check *(Exhibit A)* using the Area Agency contract number **CTR048037** and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

6.2.1 Any person who applies for a contract with Area Agency and that person's employees;

6.2.2 All employees of a contractor;

6.2.3 A subcontractor of a contractor and the subcontractor's employees; and

6.2.4 Prospective employees of the contractor or subcontractor at the request of the prospective employer.

6.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

6.3.1 A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.

6.3.2 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by Area Agency whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

6.4 A person awaiting receipt of the Central Registry Background Check may provide direct services to Area Agency clients after completion and submittal of the Direct Service Position certification form *(Exhibit B)* if the certification states:

6.4.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and

6.4.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.

6.5 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to Area Agency clients.

6.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.

6.7 The Contractor shall require each employee to complete and sign the Direct Service Position form and retain in a confidential file for five (5) years after termination of the Contract. The Direct Service Position form can be found at: https://des.az.gov/documents-center.

6.7.1 In the Document Center "Filter by Category "Select Aging" and click on "Search". This will produce the following result:

1. Document Number AAA-1344A

7.0 CERTIFICATION OF COST OR PRICING DATA

By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to Area Agency shall be adjusted to exclude any significant amounts by which Area Agency finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by Area Agency may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

8.0 CERTIFICATION REGARDING LOBBYING

The Contractor agrees by submittal of the Certification Regarding Lobbying form, in compliance with 49 C.F.R. Part 20.

9.0 CODE OF CONDUCT

The Contractor shall avoid any action that might create or result in the appearance of having:

9.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;

9.2 Acted on behalf of Area Agency or contracted funding sources without appropriate authorization;

9.3 Provided favorable or unfavorable treatment to anyone;

9.4 Made a decision on behalf Area Agency that exceeded its authority, could result in partiality, or have a political consequence for Area Agency or contracted fund sources;

9.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of Area Agency or contracted funding sources; or

9.6 Loss of impartiality when advising Area Agency or contracted funding sources.

10.0 COMPETITIVE BIDDING

If the Contractor is authorized to purchase the supplies and equipment itemized in the Contract for utilization in the delivery of contract services, Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one (1) year and an acquisition cost of $5,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

11.0 COMPLIANCE WITH APPLICABLE LAWS

In addition to the Uniform Terms and Conditions, Section 7.6, the following shall apply:

11.1 In accordance with A.R.S. § 36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

11.2 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.

11.3 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

11.4 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

11.5 The Contractor shall comply with the Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

12.0 CONFIDENTIALITY

12.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to Area Agency and to the Attorney General's Office as required by the terms of this Contract, by law or upon their request.

12.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. Area Agency will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security and/or the State has adopted for such compliance.

13.0 CONTRACT TERM AND OPTION TO EXTEND

13.1 The term of the resultant Contract shall be effective the date specified on the Offer and Award or Signature page and shall remain in effect for until the contract termination date or as otherwise specified, unless terminated, cancelled, or extended as otherwise provided herein.

13.2 Area Agency has no obligation to extend or renew this Contract. However, Area Agency has the right, at its sole option, to renew the Contract in accordance with any extensions Area Agency may receive for supplemental periods. In the event that Area Agency exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the price stated in the original Contract shall apply unless otherwise allowed.

13.3 Any extension or renewal must be made prior to the end of the Contract period specified in this Contract.

13.4 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. There shall be no billable activity outside of the Contract effective dates.

14.0 COOPERATION

14.1 Area Agency may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and Area Agency employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Area Agency employees. The Contractor shall cooperate as Area Agency deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

15.0 COOPERATION INVESTIGATION

All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any Area Agency, ADES, or funding agency investigation, including but not limited to an Investigation by Division or Internal Affairs of such agencies. Failure to adhere to this policy may result in Area Agency taking whatever actions it deems appropriate, from removal of the subject and or witness from working with Area Agency clients up to terminating the Contract with Area Agency.

16.0 DATA SHARING AGREEMENT

16.1 When determined by Area Agency that sharing of confidential data will occur with the Contractor, the Contractor shall complete a Data Sharing Request Agreement and submit the completed Agreement to the Area Agency Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each Area Agency Program or funding source sharing confidential data.

16.2 The Data Sharing Request Agreement is located at: http://des.az.gov/documents-center. In the "Search" field type "Data Sharing" and click "Apply". The search will produce the following results:

16.2.1 Document Number J-119-Single (For requests involving a single division or program).

16.2.2 Document Number J-119-Multi (For requests involving multiple divisions or programs).

17.0 EQUIPMENT

17.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the Contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this Contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this Contract, to be purchased in whole or part with Area Agency funds, shall be reported in accordance with Area Agency Finance Manual inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to Area Agency within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Area Agency funds and submit the Equipment inventory form to the Area Agency person designated to receive notices.

17.2 Area Agency shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this Contract. Area Agency shall be included as a co-insured on any insurance policy which covers Equipment purchased under this Contract.

17.3 The Contractor shall not dispose of any Equipment purchased under this Contract without the prior written consent of the Area Agency during and after the Contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the Contract.

17.4 Upon termination of this Contract, any Equipment purchased under this Contract shall be disposed of as directed by Area Agency and, if sold, Area Agency shall be compensated in the amount of its equitable interest.

17.5 Under a fixed price contract, Section 17.1 through 17.4 do not apply unless specifically required by federal or state law.

18.0 EVALUATION

18.1 Area Agency may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.

18.2 As requested by Area Agency, the Contractor shall participate in third party evaluations relative to Contract impact in support of Area Agency goals.

19.0 E-VERIFY

In addition to the Uniform Terms and Conditions, Section 3.10, the following shall apply:

19.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, A, as may be amended. *(That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.")*

19.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.3 Failure to comply with an Area Agency audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.4 Area Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty above.

20.0 FAIR HEARINGS AND SERVICE RECIPIENTS' GRIEVANCES

20.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to Area Agency any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. Area Agency may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

20.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by Area Agency for reviewing and adjudicating grievances by service recipients or subcontractors arising from this Contract.

21.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

In addition to the Uniform Terms and Conditions, Section 3.9, the following shall apply:

21.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Area Agency President/CEO upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

21.2 Area Agency may request verification of compliance for any Contractor or subcontractor performing work under the Contract.

22.0 FEES AND PROGRAM INCOME

Unless specifically authorized in the Contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

23.0 FINGERPRINTING

23.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, verification of fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to

contract performance.

23.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

23.2.1 "Certifications regarding pending or past criminal matters" as identified above may be satisfied through the submission of the Criminal History Self Disclosure Affidavit by staff/volunteers. Such use of this form cannot be construed as the only manner or the best manner to obtain certifications regarding pending or past criminal matters.

Exhibit C English

Exhibit D Spanish

23.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:

23.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven (7) working days of employment.

23.3.2 Except as provided in A.R.S. § 46-141, this Contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

23.3.3 Federally recognized Indian tribes may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the Contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-321 (as may be amended).

24.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

24.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with Area Agency in the course of performance of the Contract so that both the Area Agency and Contractor will be in compliance with HIPAA, including cooperation and coordination with the offices of the Department's Chief Information Security Officer and Chief Privacy Officer, and other compliance officials required by HIPAA and its regulations.

24.2.2 The Contractor agrees to provide Area Agency with materials that will be utilized for its own training. Area Agency reserves the right to review the independent training materials and either approve or reject.

25.0 INCLUSIVE CONTRACTOR

Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract.

26.0 INDEMNIFICATION AND INSURANCE

26.1 **Indemnification Clause**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Area Agency and the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials,

agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against Area Agency and the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

26.2 **Insurance Requirements**

26.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

26.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Area Agency and the State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

26.3 **Minimum Scope and Limits of Insurance**

The Contractor shall provide coverage with limits of liability not less than those stated below.

26.3.1 Commercial General Liability (CGL) – Occurrence Form
Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate $3,000,000 (ALTCS) / $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $ 50,000
- Each Occurrence $1,000,000

1. The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than $500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should it be included with the Professional Liability.

2. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."

3. The policy shall be endorsed, as required by this written agreement, to include the *Additional Insured agencies, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.*

4. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the

performance of this Contract.

- Combined Single Limit (CSL) $1,000,000

1. Policy shall be endorsed, as required by this written agreement, to include the Additional Insureds shall be named as and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
2. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident $1,000,000
  - Disease – Each Employee $1,000,000
  - Disease – Policy Limit $1,000,000

1. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
2. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

26.3.4 Professional Liability (Errors and Omissions Liability)

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

1. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than $500,000.
2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
3. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work and Service Specifications of this contract.

26.3.5 Commercial Crime Policy or Blanket Fidelity Bond

- Coverage amount is $100,000

Coverage should include but is not limited to:

1. Employee Dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage)
2. Money & Securities Inside/Outside
3. Computer Fraud
4. Funds Transferred (if applicable)
5. Forgery or Alteration
6. The policy shall be endorsed to include Area Agency and funding sources and the State of Arizona (and the respective agency) as Loss Payee
7. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim
8. Coverage shall be extended to 3rd parties

26.4 **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following

provisions:

26.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the identified agencies, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

26.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

26.4.3 Required Agencies:

_✓_ Area Agency on Aging, Region One Incorporated

_✓_ State of Arizona and Department of Economic Security

___ Banner University Family Plan

___ UnitedHealthcare Community Plan

____ Mercy Care Plan

26.5 **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Area Agency. Within two (2) business days of receipt, Contractor must provide notice to Area Agency if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Area Agency and shall be mailed, emailed, hand delivered or sent by facsimile transmission to the assigned Area Agency on Aging Contract Specialist.

26.6 **Acceptability of Insurers**

26.6.1 Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

26.6.2 If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt for the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with the insurance requirements relating to the A.M. Best rating requirements.

26.7 **Verification of Coverage**

Contractor shall furnish Area Agency with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

26.7.1 All such certificates of insurance and policy endorsements must be received by Area Agency before work commences. Area Agency's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

26.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

26.7.3 All certificates required by this Contract shall be sent directly to Area Agency. The Area Agency project/contract/vendor number and project description shall be noted on the certificate of insurance. Area Agency reserves the right to require complete copies of all insurance policies required by this Contract at any time.

26.8 **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall

be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. Area Agency reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

26.9 **Approval and Modifications**

The Contracting Agency, in consultation with Area Agency, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract Amendment but may be made by administrative action.

26.10 **Exceptions**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

27.0 IT 508 COMPLIANCE

Unless specifically authorized in the Contract, any electronic or information technology offered to Area Agency under this Contract shall comply with A.R.S. §§ 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

28.0 LEVELS OF SERVICE

28.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this Contract to ensure continuity and availability of services to eligible persons during the term of this Contract and during any transition to a subsequent contractor.

28.2 Area Agency makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Contract is for the sole convenience of Area Agency and that Area Agency reserves the right to obtain like goods or services from other sources when such need is determined necessary by Area Agency.

28.3 Any administration within Area Agency may obtain services under this Contract.

28.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written Contract Amendment.

28.5 Area Agency makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and Area Agency may decrease and/or increase them by providing written notice to the Contractor.

28.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the Contract may be amended, by mutual agreement, to purchase additional services by increasing the contract itemized service budget and/or budget summary.

29.0 LIMITED ENGLISH PROFICIENCY

The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34. To ensure compliance, the policy may be obtained at the following location: https://des.az.gov/digital- library/limited-english-proficiency.

30.0 NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of Area Agency under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Area Agency at the end of the period for which funds are available. The President/CEO of Area Agency shall have the sole and unfettered discretion in determining the availability of funds. No liability shall accrue to Area Agency in the event this provision is exercised, and Area Agency shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

31.0 NON-DISCRIMINATION

In addition to the Uniform Terms and Conditions, Section 3.2, the following shall apply:

31.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

31.2 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

31.3 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

31.3.1 "Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, the Contractor prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The Contractor must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the Contractor must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Contractor will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: **Joe Gladieux (623) 222-2257** "*Para obtener este documento en otro formato o obtener información adicional sobre esta política***, Joe Gladieux (623) 222-2257**."

32.0 NOTICES

In addition to the Uniform Terms and Conditions, Section 3.5, the following shall apply:

32.1 All notices shall reference the contract number.

32.2 The Contractor shall give written notice to Area Agency of changes to the following, and a written amendment to the contract shall not be necessary:

32.2.1 Change of telephone number;

32.2.2 Changes in the name and/or address of the person to whom notices are to be sent;

32.2.3 Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this Contract; or

32.2.4 In a fixed price with price adjustment contract, whenever there is less than a ten percent (10%) increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

33.0 ORDER OF PRECEDENCE

In addition to the Uniform Terms and Conditions, Section 2.3, the following shall apply:

33.1 In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:

33.1.1 ADES Special Terms and Conditions;

33.1.2 Uniform Terms and Conditions;

33.1.3 Provider Specific Terms for Programs with ALTCS Funded Services

33.1.4 Scope of Work;

33.1.5 Service Specifications

33.1.6 Area Agency Manuals, Policies and Directives

33.1.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions;

33.1.8 Exhibits;

33.1.9 Documents referenced or included in the Solicitation;

34.0 PANDEMIC CONTRACTUAL PERFORMANCE

34.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. Area Agency may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

34.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.

34.1.2 Alternative methods to ensure there are services or products in the supply chain.

34.1.3 An up to date list of company contacts and organizational chart.

34.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, Area Agency shall have the following rights:

34.2.1 After the official declaration of a pandemic, Area Agency may temporally void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.

34.2.2 Area Agency shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.

34.2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, Area Agency, at its sole discretion may reinstate the temporarily voided Contract(s).

35.0 PARTICIPATION IN BOYCOTT OF ISRAEL

Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

36.0 PAYMENTS

In addition to the Uniform Terms and Conditions, Section 4.1, the following shall apply:

36.1 Payments regarding this contract shall be made according to the type of payment indicated with the check mark (✓) and is identified on the Contract Summary page(s) and defined as follows:

36.1.1 ✓ Fixed Price with Price Adjustment - Reimbursement to the Contractor is in accordance with actual allowable costs incurred not to exceed the service reimbursement ceiling as stated in the Itemized Service Budget. The Contractor shall furnish Area Agency with an accounting of actual costs. Increases to the service reimbursement ceiling shall be only be made by a Contract Amendment.

36.1.2 __ Rate or Fixed Price – The Contractor is paid a specified amount for each unit of service or deliverable as designated in the Contract Summary, not to exceed the maximum number of units if indicated by Area Agency for each contract service/deliverable. Area Agency may authorize units and adjust funding based on those authorized units throughout the term of the contract by amending the contract.

36.2 Area Agency must approve the service reimbursement ceiling. The Contractor shall submit an Itemized Service Budget reflecting the total amount of the service reimbursement ceiling. Area Agency will issue payment based upon actual allowable costs incurred consistent with each service budget, budget summary,

or Fixed Price, not to exceed the service reimbursement ceiling. Area Agency may negotiate individual budget category, service code, activity or categories.

36.2.1 Whenever there is less than a ten percent (10%) increase in any budget category, service code, or activity within a service; any such increase must be offset by an equal value decrease in another budget category, service code, or activity within a service. A written explanation for the increase must be submitted to the Area Agency for approval. A new Itemized Service Budget shall not be required.

36.2.2 Whenever there is a ten percent (10%) or greater increase in any budget category/service code/activity, any such increase must be offset by an equal value decrease in another budget category/service code/activity or categories and written justification for the increase must be submitted to Area Agency for prior approval by Area Agency. A new Itemized Service Budget shall be required.

36.2.3 A Contractor shall not exceed ten percent (10%) of the total service reimbursement budget in total service adjustments within any State fiscal year.

36.3 The Contractor shall report to Area Agency in the manner prescribed by the "Reporting Requirements" section of these terms and conditions and service specifications or other Area Agency directives. Upon receipt of applicable, accurate and complete reports, and compliance with all requirements, Area Agency will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.

36.4 If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, Area Agency may, at its option and in addition to other available remedies, either offset the amount or withhold payment up to the amount in dispute or default.

36.5 The Contractor may offer a price reduction adjustment at any time during the term of the Contract. Any price reduction shall be executed by a contract amendment.

36.6 Under no circumstances shall Area Agency make payment to the Contractor:

36.6.1 That exceeds the unit authorized without an amendment to this contract;

36.6.2 That exceeds the service reimbursement ceiling as stated in the Contract Summary or Contract Budget without an amendment to this contract; or

36.6.3 For services performed prior to or after the term of the contract without timely extension or renewal of the contract.

36.8 Compensation for Rate or Fixed Price

36.8.1 Subject to the availability of funds and during the period of this contract, the Area Agency shall pay the fixed unit prices for each unit of service authorized and delivered to each client in accordance with the Contract Summary.

36.8.2 The Contractor shall not be entitled to bill the Area Agency, nor shall the Area Agency honor any claim for payment for any client services performed in the development of, or review of a client's plan of care.

36.8.3 The rates per unit of service as stated in the Contract Summary shall be considered payment in full for all services and supplies rendered or provided under the terms of this contract. The Contractor agrees that it will not bill or charge clients, their families, guardian or conservators for services provided under this contract without prior approval of the Area Agency. The provisions of this section shall not be construed as restricting the right of the Contractor to bill Medicare for allowable costs, and/or to bill clients for other services rendered that are not covered by this contract.

36.8.4 The Contractor shall be entitled to bill the Area Agency only for those units of service that have been performed in accordance with the Scope of Work and Service Specifications of this contract and where the Contractor has obtained a valid client signature each time services were provided.

36.8.5 The Area Agency, working from the Contractor's billing, shall determine the payments to be made to the Contractor for services. If a discrepancy exists between the Contractor's billing and the Area Agency's record of authorized clients and units of service, the amount of the discrepancy will be disallowed and the remainder of the claim processed for payment. The Contractor shall be notified in writing of the amount and reasons for any disallowance and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit a billing for payment within thirty (30) days of the original due date.

36.8.6 The Area Agency President/CEO shall be the sole determiner of the availability of funds.

36.9 Compensation for Fixed Price with Price Adjustment

36.9.1 Subject to the availability of funds, Area Agency shall compensate the Contractor for delivery of the contract services designated within the Service Specifications, provided that the services are delivered during the term of the contract and in accordance with the terms and conditions set forth in this contract. The maximum reimbursement ceiling for all Fixed Price with Price Adjustment services provided during the term of this contract is stated in the Contract Summary.

36.9.2 At least a ten percent (10%) non-federal match is required for each Area Agency dollar awarded. This non-federal match may be either cash or in-kind.

36.9.3 If at contract termination the total number of eligible units of service delivered for any contracted service is less than ninety percent (90%) of the contracted units, Area Agency reserves the right to adjust payments to the Contractor proportionally.

36.9.4 The Area Agency shall not be obligated to compensate the Contractor for delivery of contracted services at a ratio greater than the time remaining in the contract year. The schedule of compensation shall be applied quarterly; therefore, a Contractor may not exceed compensation greater than 25%, 50%, 75% based on the period of the contract year served. Area Agency shall have sole and unfettered discretion to deviate from this schedule.

36.9.5 If claiming Indirect, Area Agency requires the Contractor to submit a letter of approval from a federally recognized, cognizant agency.

37.0 PAYMENT RECOUPMENT

The Contractor shall reimburse Area Agency upon demand or Area Agency may deduct from future payments the following:

37.1 Any amounts received by the Contractor from Area Agency for contract services which have been inaccurately reported or are found to be unsubstantiated;

37.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by Area Agency;

37.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the “Substantial Interest” section of these terms and conditions;

37.4 Any amounts paid by Area Agency for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;

37.5 Any amounts expended for items or purposes determined unallowable by Area Agency when this Contract provides for the reimbursement of costs, see the “Unallowable Costs” section of these terms and conditions;

37.6 Any amounts paid by Area Agency for which the Contractor’s books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;

37.7 Any amounts received by the Contractor from Area Agency which are identified as a financial audit exception;

37.8 Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling;

37.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the “Certification of Cost or Pricing Data” section of these terms and conditions; and

37.10 Any payments made for services rendered before the Contract begin date or after the Contract termination date.

38.0 PERSONNEL

The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set

forth in this Contract.

39.0 PREDECESSOR AND SUCCESSOR CONTRACTS

The execution or termination of this Contract shall not be considered a waiver by Area Agency of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

40.0 PROFESSIONAL STANDARDS

The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the Contract.

41.0 RATE ADJUSTMENT

41.1 The Contractor agrees to provide services at the rates as set forth in this Contract. No other costs, rates, or fees shall be payable to the Contractor. Any requests for rate adjustment(s) shall be submitted in writing a minimum of forty-five (45) days prior to contract extension and include supportive justification for the proposed adjustment(s) such as, but not limited to, economic data. Rate adjustment(s) shall only be considered at time of contract extension. The State will review such request(s) and shall determine whether an adjustment shall be granted or if an alternative option is in the best interests of the State. Any rate adjustment, if approved, will be effective and executed via a Contract Amendment.

41.2 Any approved rate adjustment shall be applied to the specific rate(s) in effect prior to the contract extension period.

41.3 The request shall include the contract number and service description.

41.4 The Contractor shall submit the request for a rate adjustment to:

Area Agency on Aging, Region One, Incorporated
Contracts Department
1366 E Thomas Road, Suite 108
Phoenix, Arizona, 85014

or

ContractsDepartment@aaaphx.org

42.0 RECORDS

In addition to the Uniform Terms and Conditions, Section 3.1, the following shall apply:

42.1 Contract service records will be maintained in accordance with this contract, contract amendment(s), scope(s) of work, service specification(s), and any other Area Agency policies and directives. Records shall, as applicable, meet the following standards:

42.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

42.1.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card (front and back), wage rates, and effective dates of personnel actions affecting any of these items;

42.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;

42.1.4 For Fixed Price with Price Adjustment contracts, include:

1. Records of the source of all receipts and the deposit of all funds received by the Contractor;
2. Original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the Contract;
3. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and
4. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect Contract expenditures.

42.1.5 Specific to staff/volunteers providing transportation services, records must include a copy of a valid driver's

license based on the vehicle to be driven and the initial physical exam and subsequent physical exams per contract requirements.

42.1.6 Specific to staff/volunteers providing home delivered meals, records must include a copy of a valid driver's license based on the vehicle to be driven.

42.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

42.2.1 Contractor shall ensure its subcontractor(s), preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

42.2.2 If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination.

42.2.3 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by Area Agency, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

43.0 RELATIONSHIP OF PARTIES

In addition to the Uniform Terms and Conditions, Section 2.4, the following shall apply:

43.1 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by Area Agency or other funding source within this contract.

43.2 Taxes or Social Security payments will not be withheld from Area Agency payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

44.0 REPORTING REQUIREMENTS

44.1 Unless otherwise provided in this Contract, reporting shall adhere to the following schedule: with the exception of the last month of the Contract term, the Contractor shall submit programmatic and financial reports to Area Agency as specified in the Scope of Work and Service Specifications no later than the tenth (10th) day following the end of each month during the Contract term. Failure to submit accurate and complete reports by the tenth (10th) day following the end of each month may result, at the option of Area Agency, in retention of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of Area Agency, in a forfeiture of such payment. *Reference Exhibit E.*

44.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to Area Agency in the form set forth in the contract no later than the Area Agency appointed day following the end of each Contract term. The final fiscal report for the Contract term shall include all adjustment to prior financial reports submitted for the Contract term.

44.3 No later than the forty-fifth (45th) day following the termination or the expiration of this Contract, Contractor shall submit to Area Agency a final program and fiscal reports. Failure to submit the final program and fiscal reports within the above time period may result, at the option of Area Agency, in forfeiture of final payment.

44.4 All reports shall reference the contract number and be submitted to the person designated by Area Agency.

45.0 RESPONSIBILITY FOR PAYMENTS INDEMNIFICATION

The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the Contract and will indemnify and save Area Agency harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at Area Agency's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

46.0 SUBCONTRACTS

In addition to Section 5.2 of the Uniform Terms and Conditions, the following shall apply:

46.1 The Contractor shall be responsible for any goods and/or services to be provided by the subcontractor and ensure performance, is in accordance with the requirements of the Contract.

46.2 Prior to adding a subcontractor to the Contract, the Contractor shall submit a formal, written request to the Area Agency President/CEO. The request shall:

46.2.1 Be on the Contractors company letterhead;

46.2.2 Be signed by an authorized representative of the Contractor; and

46.2.3 Contain the following information:

1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
2. The certifications required of the subcontractor (if any);
3. The subcontractor's small business status (if applicable);
4. The type of goods and/or services to be provided by the subcontractor;
5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.

46.2.4 Area Agency reserves the right to request additional information deemed necessary about any proposed subcontractor. Area Agency reserves the right to approve or disapprove the proposed subcontractor if in the best interest of the Area Agency.

46.3 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to Area Agency within five (5) calendar days of the request.

47.0 SUBSTANTIAL INTEREST DISCLOSURE

47.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to Area Agency.

47.2 Leases or rental agreements or purchase of real property which are covered by Section 47.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

47.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. § 38-502 as may be amended.

48.0 SUPPORTING DOCUMENTS AND INFORMATION

In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish Area Agency with any further documents and information deemed necessary by Area Agency. Upon receipt of a request for information from Area Agency, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

49.0 SUSPENSION OR DEBARMENT

In addition to the Uniform Terms and Conditions, Section 9.3, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.

50.0 TECHNICAL ASSISTANCE

Area Agency may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this Contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

51.0 TERMINATION FOR ANY REASON

51.1 In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by Area Agency, shall assist Area Agency in the transition of services or

eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.

51.2 In the event of termination or suspension of the Contract by Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the Department and the State for any claim by any other party against Area Agency, the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. § 41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. § 35-154 as may be amended the provisions of this paragraph shall not apply.

51.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

52.0 TERMINATION FOR DEFAULT

In addition to the Uniform Terms and Conditions, Section 9.5, Area Agency may immediately terminate this Contract if Area Agency determines that the health or welfare or safety of service recipients is endangered.

53.0 TRANSFER OF KNOWLEDGE

The Contractor shall, whenever feasible, share strategies and techniques with Area Agency staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

54.0 TRANSITION OF ACTIVITIES

In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this Contract, there shall be a transition of services period. During this period, the Contractor under this Contract shall work closely with the new contractor's personnel and/or Area Agency staff to ensure a smooth and complete transfer of duties and responsibilities. Area Agency's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new contractor and/or Area Agency staff to implement the transfer of duties. Area Agency reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

55.0 UNALLOWABLE COSTS

The cost principles set forth in the Code of Federal Regulations, 2 C.F.R. § 200, (Issued December 26, 2013), including later amendments and editions, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Costs that are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

56.0 VISITATION, INSPECTION AND COPYING

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection, monitoring, and copying by Area Agency and any other appropriate agent of funding source or the State or Federal Government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

57.0 WARRANTY OF SERVICES

The Contractor warrants that all services provided under this Contract shall conform to the requirements stated herein and any amendments hereto. Area Agency's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, Area Agency may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this Contract in the manner and to the same extent as the services originally furnished.

1.0 DEFINITION OF TERMS

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 "*Attachment*" means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 "*Contract*" means the combination of the Solicitation, Request for Proposals, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work, Service Specifications; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms implied by law.

1.3 "*Contract Amendment*" means a written document signed by the Area Agency President/Chief Executive Officer (CEO) that is issued for the purpose of making changes in the Contract.

1.4 "*Contractor*" means any person, agency, entity that has a Contract with Area Agency. Contractor shall also be referred to as a provider.

1.5 "*Days*" means calendar days unless otherwise specified.

1.6 "*Exhibit*" means any item labeled as an Exhibit in the Solicitation and Contract or placed in the Exhibits section of the Solicitation and Contract.

1.7 "*Gratuity*" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 "*Materials*" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 "*Procurement Officer*" means the Area Agency President/CEO or his or her designee, duly authorized by Area Agency to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 "*Services*" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 "*Subcontract*" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 "*State Fiscal Year*" means the period beginning with July 1 and ending June 30.

2.0 CONTRACT INTERPRETATION

2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 ADES Special Terms and Conditions;

2.3.2 Uniform Terms and Conditions;

2.3.3 Provider Specific Terms for Programs with ALTCS Funded Services

2.3.4 Scope of Work;

2.3.5 Service Specifications;

2.3.6 Area Agency manuals, policies and directives;

2.3.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions

2.3.8 Exhibits;

2.3.9 Documents referenced or included in the Solicitation.

2.4 **Relationship of Parties**. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 **No Parole Evidence**. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 CONTRACT ADMINISTRATION AND OPERATION

3.1 **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 **Non-Discrimination**. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by Area Agency and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 **Facilities Inspection and Materials Testing**. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. Area Agency shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If Area Agency determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by Area Agency for testing and inspection.

3.5 **Notices**. Notices to the Contractor required by this Contract shall be made by Area Agency to the person indicated on the Contract Signature Page and/or Facility Location page submitted by the Contractor unless otherwise stated in the Contract. Notices to Area Agency required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Area Agency President/CEO or designee.

3.7 **Property of the Area Agency.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of Area Agency. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of Area Agency.

3.8 **Ownership of Intellectual Property**. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and Area Agency shall be considered the creator of such Intellectual Property. The Area Agency in requesting the issuance of this contract shall own (for and on behalf of the Area Agency) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify Area Agency, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Area Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Area Agency. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the Area Agency without the express written authorization of the Area Agency President/CEO or designee requesting the issuance of this contract.

3.9 **Federal Immigration and Nationality Act**. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The Area Agency shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should Area Agency determine that the contractor and/or any subcontractors be found noncompliant, Area Agency may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. *"After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program 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."*

3.11 **Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4.0 COSTS AND PAYMENTS

4.1 **Payments**. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Area Agency.

4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 **Applicable Taxes.**

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona and Area Agency is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State, Area Agency, and it's funders harmless from any responsibility for

taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with Area Agency, unless not required by law.

4.4 **Availability of Funds for the Next State fiscal year**. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State or Area Agency for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 **Availability of Funds for the current State fiscal year**. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State and/or Area Agency may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract; or

4.5.3 Cancel the contract and re-solicit the requirements.

5.0 CONTRACT CHANGES

5.1 **Amendments**. This Contract is issued under the authority of the Area Agency President/CEO who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Area Agency President/CEO in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 **Subcontracts**. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Area Agency President/CEO. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 **Assignment and Delegation**. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Area Agency President/CEO. Area Agency shall not unreasonably withhold approval.

6.0 RISK AND LIABILITY

6.1 **Risk of Loss**: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 **Indemnification.**

6.2.1 **Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the Area Agency and the State as a result of entering into this contract. However, the parties further agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2 **Public Agency Language Only.** Each party (as 'indemnitor') agrees to indemnify, defend, 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."

6.2.3 **Indemnification for Subcontractor**. In addition, the Contractor shall cause its contractor(s) and

subcontractor(s), if any, to indemnify, defend, save and hold harmless the Area Agency and State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as Claims) for bodily injury or personal injury (including death), or loss or damage or tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor to the extent permitted by law, from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable.

6.3 **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the Area Agency and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract 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; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to Area Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7.0 WARRANTIES

7.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that,

for one year after acceptance by the Area Agency of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 **Fitness.** The Contractor warrants that any material supplied to Area Agency shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by Area Agency.

7.5 **Compliance With Applicable Laws**. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6 **Survival of Rights and Obligations after Contract Expiration or Termination.**

7.6.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the Area Agency or State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Area Agency President/CEO, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8.0 CONTRACTUAL REMEDIES

8.1 **Right to Assurance.** If Area Agency in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Area Agency President/CEO may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the Area Agency's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 **Stop Work Order.**

8.2.1 The Area Agency may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by Area Agency after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Area Agency President/CEO shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 **Non-exclusive Remedies.** The rights and the remedies of the Area Agency under this Contract are not exclusive.

8.4 **Nonconforming Tender**. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully

comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Area Agency may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 **Right of Offset.** Area Agency shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by Area Agency, or damages assessed by Area Agency concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 CONTRACT TERMINATION

9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, Area Agency may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Area Agency is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 **Gratuities**. The Area Agency may, by written notice, terminate this Contract, in whole or in part, if Area Agency determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Area Agency for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 **Suspension or Debarment**. The Area Agency may, by written notice to the Contractor, immediately terminate this Contract if Area Agency determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify Area Agency.

9.4 **Termination for Convenience.** The Area Agency reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of Area Agency, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 **Termination for Default**.

9.5.1 In addition to the rights reserved in the contract, Area Agency may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency on demand.

9.5.3 The Area Agency may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.

9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 CONTRACT CLAIMS

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11.0 ARBITRATION

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

16.0 CONGREGATE MEALS

16.1 **Purpose Statement**

16.1.1 The service helps to increase the nutrient intake of participants to prevent or reduce the risk of chronic diseases, preserve and promote health, and improve nutritional status.

16.2 **Service Description**

16.2.1 Taxonomy Definition - A service that provides for a nutritious meal containing at least one-third (1/3) of the Recommended Dietary Allowance for an individual in a congregate setting.

16.2.2 Service Description: Congregate nutrition services:

1. Provide for meal planning, preparation and service.
2. Provide staff training, nutrition education and social interaction.
3. Link individuals with community-based services and provide resources for physical and health interventions, where available.

16.2.3 The Older Americans Act as amended in 2006 adopted one-third (1/3) of Dietary Reference Intakes as the meal standard.

16.2.4 Eligibility Requirements – The Contractor shall provide services to individuals that meet the eligibility requirements described in Chapter 3000, of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

16.3 **Service Requirements – The Contractor shall provide:**

16.3.1 Menu Planning

1. Develop cycle menus to be used on a semi-annual basis (every six (6) months). A cycle menu is a six or more week menu that will be rotated throughout the period.
2. Keep menus for audit inspection for at least one (1) year after the meals have been served. Menus shall also be kept for at least one (1) year at the meal preparation site and the location where the meal was served.
3. Utilize a mechanism to solicit the advice and expertise of:
   a) A dietitian or other individual meeting the requirements in Section 17.4;
   b) Meal participants; and
   c) Other individuals knowledgeable of the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000.
4. Compose menus in English as well as the dominant language or languages of the participant group for each site.
5. Incorporate ethnic and cultural preferences of participants when planning menus.
   a) Plan menus that reduce the frequent use of foods high in sugar, salt, and saturated fats.
   b) Plan menus considering the availability of foods during seasons when they are most plentiful.
   c) Plan, prepare, provide and serve meals in accordance with the ADES, DAAS "Nutrition, Food Service, and Wellness Manual as amended.
   d) Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
      i. Each meal must contain a specified number of calories as defined in DAAS policies and procedures.
      ii. Plan the menu with a majority (≥ 80%) as hot meals.
      iii. Cold meals may be planned, such as once a week during the summer, to add variety to the menu such as chef salad, sub sandwich or deli plate.
6. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on an ADES or contractor's standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to using the menu.
   a) The R.D., Nutritionist, DTR, or CDM shall verify menu by computerized nutritional analysis of at least one (1) meal per week of the menu cycle and adherence to menu requirements in the ADES, DAAS "Nutrition, Food Service, and Wellness Manual" and as may be amended.

16.3.2 Meal Preparation and Service

1. Prepare and serve congregate meals in compliance with all municipal, county, state, tribal, and federal requirements related to the food service operation.

2. Prepare or arrange for preparation and service of meals and adhere to approved menus as written.
   b) Substitutions shall be made when ingredient is unavailable. Shall be selected from the same food group, for example, one-half (1/2) cup carrots for one-half (1/2) cup green beans.
   c) Substitution menus for holidays and special occasions must meet menu requirements as listed in 17.3.1.
   d) All substitutions shall be documented on the approved menu for site review.
3. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
4. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
5. Maintain a distinct and physical separation between dining areas and food preparation areas.
6. Use facilities and equipment that are suitable and accessible for individuals who are functionally limited when providing congregate meals.
7. Allow adequate aisle space between tables for the use of wheelchairs, or to allow persons with canes or other support devices to walk with ease and safety.
8. Post menus at the site at least one (1) week in advance of the start of the menu. Site location shall be clearly accessible and visible to individuals attending the congregate meals site.
9. Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
10. Document the number of meals provided each month at each location.
11. Review food service expenditures annually in order to further cost-effective management of expenses.
12. Develop and implement an emergency meal plan to be used when a meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with existing supplies for implementation.
13. Provide the opportunity for participants to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, Section 3200, as may be amended.

16.3.3 Staff Training

1. Provide on-going food safety and sanitation training for all food service personnel according to the local county health department in which the site is located to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs. All new food service personnel shall initially receive this training within the first month of employment.
2. Require that all food handlers pass a course provided by a certified trainer in food safety and sanitation within one (1) month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or another course approved by their County Health Department.
3. Document staff certification and training in personnel files.

16.3.4 Nutrition Education

1. Plan, develop, and implement a written nutrition education program that includes at least two (2) sessions/activities each quarter.
2. Nutrition education includes written materials, demonstrations, audio-visual presentations, lectures, and small group discussions.
3. Nutrition education pertains to nutritionally related topics that are culturally sensitive such as: dietary guidelines for older adults, modified meals and chronic disease, food and drug interaction, physical fitness health information as it relates to nutrition, meal planning and preparation, budgeting, shopping, and sanitation.
4. Nutrition information is backed by credible research. Only materials from reputable sources shall be used such as The Academy of Nutrition Dietetics, United States Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration on Aging, and the National Institute on Aging.
5. Publicly Post and advertise nutrition education sessions/activities in advance.
6. Require that each center/site develops and submits to the Contractor an outline of the proposed nutrition education program annually. Outlines are to be maintained and monitored for compliance.
7. Document the date, topic, name of presenter and the number of people who attended the nutrition education. Documentation to be retained for at least one (1) year at the center/site for annual audit purposes.

8. Require that every participant is given the Nutrition Screening Checklist initially, and annually thereafter.
    a) Those at high nutritional risk with a score of six (6) or higher are referred to a healthcare professional for nutrition-related counseling.

16.3.5 Social Interaction

1. Provide activities that encourage social interaction, e.g., recreation and group activities in concert with meals provided.
2. Establish and maintain project/site councils comprised of attendees to provide input on activities and meals.

16.3.6 Site Monitoring

1. Monitor on an annual basis the centers/sites for compliance to the ADES requirements.
2. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.
3. Conduct timely monitoring to verify completion of corrective actions taken by centers/sites.

16.4 **Licensure/Certification Requirements**

16.4.1 Registered Dietitians and Registered Dietetic Technicians must meet the requirements for membership in the Academy of Nutrition Dietetics American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.

16.4.2 Nutritionists must hold a Bachelor's or Master's degree in food and nutrition.

16.4.3 Certified Dietary Managers must meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association, are in good standing with the Board, and meet continuing education requirements.

16.4.4 All food handlers shall be certified in food safety and sanitation within one (1) month of employment Site manager or the appropriate management staff shall have an additional certification such as ServSafe or another course approved by their County Health Department.

16.5 **Reporting Unit**

16.5.1 One (1) unit of service equals one (1) meal.

CONGREGATE MEALS

1. SERVICE DESCRIPTION
    a. To provide for delivery of congregate meals.

2. STAFFING REQUIREMENTS
    a. Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
    b. Ongoing training shall be provided for persons providing congregate meals. Training shall be conducted prior to the person performing the service on their own. Training must minimally include:
        1. Require that all food handlers pass a course approved by the Maricopa County Health Department within one month of employment. The site manager shall have additional training such as ServSafe or other courses approved by the Maricopa County Health Department.
        2. Document staff certification and training in personnel files.
        3. Contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.

3. CLIENT CONTRIBUTION POLICIES
    a. All eligible clients shall be provided the opportunity to contribute toward the cost of service.
    b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
    c. Suggested contribution rates shall be developed by the Contractor through the site council or a participant body and reviewed annually. Any suggested contribution shall not imply a charge.
    d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during service delivery or by mail.
    e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
    f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.

4. REPORTING REQUIREMENTS
    Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:
    a. All congregate meal operations must be conducted using the Area Agency electronic database.
    b. Reports and documentation must be reported on a calendar month only as follows:
        i. program reports completed by the 5th of each month.
        ii. financial statement completed by the 10th of each month.

5. DEFINITION OF UNIT OF SERVICE
    a. One unit of service equals one meal served to a client.

29.0 MULTIPURPOSE CENTER OPERATIONS

29.1 **Purpose Statement**

29.1.1 The service is to help foster social, emotional, mental and physical well-being and reduce the social isolation of eligible individuals as well as providing beneficial intergenerational opportunities.

29.2 **Service Description**

29.2.1 Taxonomy Definition - A service that operates facilities and maintains activities necessary for the delivery of services.

29.2.2 Multipurpose centers are community facilities utilized for the organization and provision of a broad spectrum of services for older adults.

29.2.3 Activities and services are planned based on the participant's needs and preferences.

29.2.4 Centers provide:

1. An array of physical activities on a daily or weekly basis which may include but not limited to: chair exercises, aerobics, balance exercises, yoga, and Tai Chi;
2. Opportunities for socialization through group activities such as games, discussions, special events, crafts, and lectures;
3. Required nutrition education activities such as food demonstrations, guest speakers, discussions, and videos;
4. Other educational and recreational activities such as gardening, computer training, dancing;
5. Outreach to the community on the available programs and services; and
6. Assistance and information for available services such as housing, transportation, and legal services.

29.2.5 Centers that serve as nutrition sites provide meals that meet one-third (1/3) of the Dietary Reference Intakes.

29.2.6 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

29.3 **Service Requirements – The Contractor shall provide:**

29.3.1 Operations:

1. Provide services to meet the cultural and language needs of those being served;
2. Employ bilingual staff in centers whose participants have limited English proficiency;
3. Maintain records (e.g., client participation, financial, staffing, activities);
4. Establish and post a donation/contribution policy for services;
5. Train staff on services related to older adults and those with disabilities including but not limited to cultural sensitivity, bullying, and discrimination;
6. Establish and maintain project/site councils;
7. Involve participants in program planning and implementation; and
8. Develop and distribute a monthly calendar of activities.

29.3.2 Information on available services:

1. Maintain and update a resource file of currently available services and resource referrals; and
2. Provide written and verbal information on the following as available: housing, transportation, legal services, governmental programs, physical and mental health related services, food assistance, financial assistance, support groups, residential repair, energy assistance, and other relevant information.

29.3.3 Referral and assistance in accessing the services:

1. Assess/determine the services needed by individuals and groups;
2. Contact agencies providing the identified services;
3. Provide/arrange for transportation of individuals and groups to services when necessary;
4. Provide or arrange for assistance when the individual is handicapped or has limited English abilities; and
5. Provide follow-up with individual and with agency providing service to ensure contact was made.

29.3.4 Outreach:

1. Conduct outreach to ensure the participation of economically and socially needy individuals and of minorities;
2. Provide written and verbal information to community groups on services available at the center and offered by other agencies; and
3. Conduct home visits to home-bound older adults and those with disabilities in the community to conduct wellness checks.

29.3.5 Education:

1. Provide educational opportunities that assist older individuals with their economic and personal needs including the following topics but not limited to consumer fraud and scams and continuing education, retirement and financial planning;
2. Provide or arrange a variety of health promotion and disease prevention sessions designed to maintain and/or improve the physical and mental health status of older individuals;
3. Provide written information on health promotion, disease prevention, mental and physical health to include home bound individuals;
4. Develop and maintain on-going physical activity programs;
5. Coordinate with local community resources to provide health screening and health risk assessments; and
6. Provide training on the self-management of chronic conditions.

29.3.6 Volunteer Opportunities:

1. Designate a volunteer coordinator to provide relevant volunteer opportunities for older individuals;
2. Implement a volunteer recruitment system;
3. Provide job descriptions for volunteers; and
4. Provide and document training for volunteers.

29.3.7 Recreational Activities:

1. Provide recreational activities appropriate to the physical and emotional needs of older individuals;

29.3.8 Intergenerational Programs:

1. Provide intergenerational programs of mutual benefit that includes input from all age groups involved.

29.4 **Licensure/Certification Requirements**

29.4.1 All facilities used for Multipurpose Center Operations shall comply with Federal, State and local laws regarding public facilities, fire and sanitary codes and licensures, as may be amended.

29.5 **Reporting Unit**

29.5.1 One (1) unit of service equals 60 minutes of service time.

39.0 SOCIALIZATION AND RECREATION

39.1 **Purpose Statement**

39.1.1 This service promotes the improvement in social, emotional, mental and physical well-being of older adults.

39.2 **Service Description**

39.2.1 Taxonomy Definition - A service that promotes mentally and emotionally healthy interaction between participants and that may be organized around leisure activities.

39.2.2 This service is to increase or maintain the functional independence of the eligible individuals by providing purposeful activities appropriate to the participants' preferences and needs.

39.2.3 Preferences and needs of the individuals, as well as the group, are evaluated and activities are planned accordingly.

39.2.4 Services include a variety of individual and group activities such as but not limited to:

1. Physical such as exercises, Tai Chi, yoga, dancing, and walking;
2. Developmental such as writing, drawing, reading, crafting, and painting;
3. Emotional such as support groups and discussions;
4. Cognitive such as games, and puzzles that promote memory and thinking; and
5. Social such as group events (e.g., singing, dancing, trips to museums, theater, and parks).

39.3 **Service Requirements – The Contractor shall provide the following:**

39.3.1 Assess the preferences and needs of the participants individually and/or as a group.

39.3.2 Develop and implement an activity plan in collaboration with the program participants.

39.3.3 Establish and maintain working relationships with community resources.

39.3.4 Utilize community resources for the provision of services.

39.3.5 Provide training and instructional techniques to encourage participation in program activities and to help individuals to independently choose and perform a variety of social and recreation activities.

39.3.6 Actively enlist participation in the service.

39.3.7 Provide a variety of recreational and social activities.

39.3.8 Document activities in which the individual participated.

39.3.9 Providing training to paid and volunteer staff.

39.3.10 Establish and maintain Project/Site Councils.

39.4 **Reporting Unit**

39.4.1 One (1) unit of service equals 60 minutes of staff time.

MULTIPURPOSE CENTER OPERATION
SOCIALIZATION & RECREATION

1. SERVICE STANDARDS
   Contractor shall comply with the following minimum standards:
   a. Health Promotion
      Conduct a minimum of two (2) health promotion activities per month that may include (but not be limited to) health screening, disease information, nutrition education, home safety, and education sessions that will emphasize the benefits of physical exercise and activity.
   b. Exercise
      Conduct a minimum of two (2) exercise classes per week. Exercise classes should be geared to a variety of skill levels to encourage participation from as many participants as possible.
   c. Staffing
      Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).

2. SERVICE REQUIREMENTS FOR SOCIALIZATION AND RECREATION
   Contractor will comply with all of the services as outlined in the Arizona DES Scope of Work.

3. ADDITIONAL REPORTING UNIT DEFINITIONS
   Area Agency recognizes two forms of units for this service:
   a. Activity: a unit shall be one activity in the categories of health promotion and exercise.
   b. Staff hour: the staff reporting time is limited to the following categories:
      i. program planning.
      ii. conducting activities.
      iii. providing social services.
      iv. conducting outreach.
      v. volunteer coordination to include recruitment, supervision, recognition.
      vi. staff training provided to contractor staff / volunteers.
      vii. continuing education for staff / volunteers.

   For reporting, a program may combine staff hours and activity hours for total units.

4. REPORTING REQUIREMENTS
   Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:
   a. all health promotion and exercise sessions must be reported using the Area Agency electronic database.
   b. reports and documentation must be reported as follows:
      i. program report for activities completed by the 5th of each month.
      ii. program report for MCO units completed by the 5th of each month.
      iii. financial statement completed by the 10th of each month.

FACILITY LOCATION CHART

Contract services shall be delivered only at facilities and locations specified below and will be available during the hours and days of operation indicated:

Organization (Contractor / Subcontractor)	Subcontract	Contracted Services by Site	Days and Hours of Operation by Site	Geographic Area to be Served	Adult Day Health Care or Home Delivered Meal Delivery Area
City of Surprise 16000 N. Civic Center Plaza Surprise, AZ 85374 P: 623-222-1500 F: 623-222-1501	☐	Administrative		N/A	N/A
City of Surprise Senior Center 15832 N. Hollyhock St. Surprise, AZ 85378 P: 623-222-1500 F: 623-222-1501	☐	Congregate Meals Multipurpose Center Operations	Monday – Friday 8:00am – 4:00pm	PSA 1	N/A

HOLIDAY OBSERVANCES

A ☒ indicates the **HOLIDAYS** that the facility(s) listed above will not be open:

☒ New Year's Day	☒ Independence Day *(observed)*	☒ Thanksgiving Day	☐ Other
☒ Martin Luther King Jr's	☐ Rosh Hashanah	☒ Day after Thanksgiving	☐ Other: Type here
☒ President's Day	☒ Labor Day	☒ Christmas Eve	☐ Other: Type here
☐ Cesar Chavez Day	☐ Yom Kippur	☒ Christmas Day	☐ Other: Type here
☒ Good Friday	☐ Columbus Day	☒ New Year's Eve	☐ Other: Type here
☒ Memorial Day	☒ Veteran's Day	☒ Other: Staff in-service day in July TBD	☐ Other: Type here

CERTIFICATE REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CITY OF SURPRISE

Signature and Date

Seth Dyson, Director

CERTIFICATION REGARDING DEBARTMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
Lower tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 28, 1988 Federal Register (pages 19160 - 19211).

1. By signing this certificate, the prospective recipient of federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or Agency.
2. Contractor is providing the certification as set out below.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
4. The prospective recipient of federal assistance funds shall provide immediate written notice to the Area Agency President/CEO if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," " proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
6. The prospective recipient of federal assistance funds agrees by signing this certification, that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor (DOL).
7. The prospective recipient of federal assistance funds further agrees by signing this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

CITY OF SURPRISE

_____

Signature and Date

Seth Dyson, Director

AAA-1343A FORENG (12-19)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Division of Aging and Adult Services

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK-COVER SHEET

This document and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this information in error, please notify the sender and destroy the information. The information contained in the Central Registry and any attached files shall be used as a factor to determine qualifications for individuals/agencies applying for contracts with this state, including employees of the prospective contractor, contractors, and subcontractors for positions that provide direct services to children or vulnerable adults. **The information contained in the Central Registry for Background Check and any attached files is confidential and shall not be further disseminated or shared.**

PLEASE COMPLETE ALL FIELDS ACCURATELY AND LEGIBLY.

Organization Name _____

ADES/DAAS Contract Number CTR048037

Check One: ☐ Prospective ADES/DAAS Contractor ☐ Current ADES/DAAS Contractor

☑ Subcontractor to ADES/DAAS Contractor - Identify ADES/DAAS Contractor:

Area Agency on Aging, Region One

Tracking Number *(You must provide your unique tracking number as it will be used to identify and track this document and the individuals linked to it.)*: _____

Check One: ☐ New Contract with ADES/DAAS ☐ ADES/DAAS Contract Extension ☑ New employee hire

Requester's Phone Number _____ Requester's Email Address _____

Requester's Mailing Address *(No., Street)* _____

City _____ State _____ ZIP Code _____

Name of person authorized to submit request attesting to the presence of a Signed Direct Service form for each request

_____

Requester's Signature _____ Date of Request _____

SUBMIT THIS COMPLETED COVER SHEET AND REQUEST FORM(S) THROUGH ONE OF THE FOLLOWING METHODS:

Email *(secured)* to: DAAS-CR@azdes.gov Please indicate Organization Name in subject line.

Fax to: Central Registry Request at 602-542-6636

RESULTS of this check will be:

1. **EMAILED** to the address above indicating that one or more individuals on the request was *(were)* unable to be processed with the information provided. The Signatory will be required to respond to DAAS-CR@azdes.gov within 10 working days with a statement verifying that the person(s) is(are) not providing a direct service to a child or vulnerable adult; or
2. **EMAILED** to the address above if all names are cleared; or
3. **EMAILED** to the address above with information on individuals found to have a substantiated finding of child abuse or neglect on the Central Registry; and
4. **MAILED** to the individual who is found to have a substantiated finding on the Central Registry that disqualifies him/her from providing direct services to children or vulnerable adult clients of ADES.

Illegible, inaccurate, or incomplete information on the Cover Sheet or Request Form will delay your response from ADES/DAAS.

See page 3 for EOE/ADA disclosures

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

(All fields must be completed, and information must be accurate and legible.)

INDIVIDUAL'S INFORMATION

Name _____ Alias *(Previously used name(s))* _____

SOC. SEC. NO. _____ Date of Birth _____

Mailing Address *(No., Street)* _____

City _____ State _____ ZIP Code _____

ADES/DAAS - INTERNAL USE ONLY *(SEARCH RESULTS)*

Reports ☐ Yes ☐ No Number *(See attached document(s))* _____

Date of Search _____ Name of Person Completing Search _____

Signature _____

INDIVIDUAL'S INFORMATION

Name _____ Alias *(Previously used name(s))* _____

SOC. SEC. NO. _____ Date of Birth _____

Mailing Address *(No., Street)* _____

City _____ State _____ ZIP Code _____

ADES/DAAS - INTERNAL USE ONLY *(SEARCH RESULTS)*

Reports ☐ Yes ☐ No Number *(See attached document(s))* _____

Date of Search _____ Name of Person Completing Search _____

Signature _____

INDIVIDUAL'S INFORMATION

Name _____ Alias *(Previously used name(s))* _____

SOC. SEC. NO. _____ Date of Birth _____

Mailing Address *(No., Street)* _____

City _____ State _____ ZIP Code _____

ADES/DAAS - INTERNAL USE ONLY *(SEARCH RESULTS)*

Reports ☐ Yes ☐ No Number *(See attached document(s))* _____

Date of Search _____ Name of Person Completing Search _____

Signature _____

INDIVIDUAL'S INFORMATION

Name _____ Alias *(Previously used name(s))* _____

SOC. SEC. NO. _____ Date of Birth _____

Mailing Address *(No., Street)* _____

City _____ State _____ ZIP Code _____

ADES/DAAS - INTERNAL USE ONLY *(SEARCH RESULTS)*

Reports ☐ Yes ☐ No Number *(See attached document(s))* _____

Date of Search _____ Name of Person Completing Search _____

Signature _____

DISQUALIFICATION ACTS

A person is disqualified from providing services to ADES clients in a direct service position if he/she is identified as the subject of the substantiated report for any of the following.

24 Child death due to alleged abuse or neglect, or suspicious death

25 Injuries requiring emergency medical treatment

27 Child age 24 months is shaken (shaken baby syndrome)

33 Untreated life threatening condition, Infant Doe, Non-organic FTT

37 Imminent harm to child under the age of six (6) due to lack of supervision by parent/caretaker

38 Neglect results in injury/illness requiring emergency medical treatment

39 Imminent harm to child due to health or safety hazards in living environmenUexposure to the elements

40 Child diagnosed as suicidal by mental health professions, parent refused to allow treatment

41 Physical evidence of sexual abuse reported by a medical doctor or child reporting sexual abuse within the past seven days

42 Child reporting vaginal or anal penetration or oral sexual contact within past 72 hours and has not been examined

43 Abandoned, no parent willing to provide immediate care for a child and child is with a caregiver unable or unwilling to provide care now

45 Injuries may require medical treatment

46 P3 Injury to child under age six years

50 Living environment presents health or safety hazards to a child under the age of six

51 Sexual conduct/physical injury between children due to inadequate supervision

54 Sexual behavior within the past 8-14 days

55 Child diagnosed by mental health professional with behavior consistent with emotional abuse

56 Abandoned, no parent willing to care for a child, child with caretaker unable or unwilling to care for child less than one week

66 Significant developmental delays due to neglect

69 Attempted sexual behavior or sexual behavior, 14 days to three years or last occur unknown

72 Parent, guardian or custodian suggests or entices child to engage in sexual behavior, no touching

76 Use of child by parent, guardian or custodian for material gain

82 Parent, guardian or custodian sexually abused a child in past, now in home with a child

83 Attempted sexual behavior or sexual behavioral when last occurred more than three years

101 Death of a child due to neglect

111 Death of a child due to physical abuse or suspicious death

201 Physical abuse high risk

202 Physical abuse moderate risk

301 Neglect, high risk

302 Neglect, moderate risk

401 Sexual abuse, high risk

402 Sexual abuse, moderate risk

403 Sexual Abuse, low risk

404 Sexual Abuse, response 4

501 Emotion Abuse, high risk

502 Emotional abuse, moderate risk

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Aging and Adult Services at 602-542-4446; TTY/TDD Services 7-1-1 • Disponible en español en línea o en la oficina local

AAA-1344A FORENG (11-19)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Division of Aging and Adult Services

DIRECT SERVICE POSITION

You have applied for a position that provides direct services to children or vulnerable adults. Arizona Revised Statutes (ARS § 8-804.1) require you to certify, under penalty of perjury, whether an allegation of abuse or neglect was made against you and was substantiated. If your certification does not indicate a current investigation or a substantiated report of abuse or neglect, your employer may permit you to provide direct services pending the findings of a Central Registry Background Check by the Division of Aging and Adult Services. Your employer is required to keep this form and all information provided on it as confidential.

Name *(Last, First, M.I.)* _____ SOC.SEC.NO. _____

Date of Birth _____ Aliases *(e.g., maiden, nicknames)* _____

Address *(No., Street)* _____

City _____ State _____ ZIP Code _____

Are you currently the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated *(determined to have occured)* finding? ☐ Yes ☐ No

Have you ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated *(determined to have occurred)* finding? ☐ Yes ☐ No

If Yes, to the question immediately above:

What was the allegation(s)?

When was the investigation(s) conducted? _____

Where was the investigation(s) conducted? _____

If you wish to provide additional information see Direct Service Position Supplement.

STATEMENT OF CERTIFICATION

By signing this form, I certify that the information provided is true, correct, and complete to the best of my knowledge and belief.

Signature _____ Date _____

Employers: Maintain this form as confidential.

EXPLANATION

If you have ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated *(determined to have occurred)* finding, you may provide an explanation of the incident of child abuse or neglect. Do not include the name of any child or any person involved in the investigation. If more space is needed, attach additional sheets.

See reverse for EOE/ADA disclosures

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Aging and Adult Services at 602-542-4446; TTY/TDD Services 7-1-1 • Disponible en español en línea o en la oficina local.

LCR-1034A FORNA (10-19)
Previous versions not accepted

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

CRIMINAL HISTORY SELF DISCLOSURE AFFIDAVIT

Your fingerprints will be submitted to the Arizona Department of Public Safety (DPS) and the Federal Bureau of Investigation (FBI) for a criminal history check. Your self-disclosure on this affidavit and the information provided by your criminal history check will be used, as authorized by Public Law and Arizona Revised Statues, to help us determine your fitness to have unsupervised access to vulnerable persons. **Your failure to disclose true and accurate information on this affidavit will be sufficient grounds to end your employment or to deny, suspend, or revoke your license and may be referred to the State Attorney General's Office for prosecution.**

Be sure that you go over all six (6) pages of the self-disclosure affidavit.

You have the right to obtain a copy of any background check report and challenge the accuracy or completeness of information contained in the report. If you challenge the information, you also have a right to prompt determination as to the validity of your challenge. To obtain a copy of your background check report, contact the DPS Records Unit, ACJIS Division at (602) 223-2222.

Name *(First, Middle, Last)*: _____ Date of Birth *(MM/DD/YY)*: _____

Address *(No., Street, Apt. No.)*: _____

City: _____ State: _____ ZIP Code: _____

Check one of the following and provide information as directed:

☐ I have not been convicted of nor am I under pending indictment for any crimes.

☐ I have been convicted of or I am under pending indictment for the following crime(s) *(Provide dates, location/ jurisdiction, circumstances and outcome. Attach additional pages as needed)*:

ALSO – Check one of the following:

☐ I am not subject to registration as a sex offender in Arizona or in any other jurisdiction.

☐ I am subject to registration as a sex offender in Arizona or in any other jurisdiction. *(If you are subject to registration as a sex offender in this state or any other jurisdiction, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.)*

I certify that I understand this affidavit. My self-disclosure is true, accurate, and complete to the best of my knowledge.

Signature: _____ Date: _____

Notary Public

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

See page 6 for EOE/ADA disclosures

Non-Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are subject to registration as a sex offender in this state or any other jurisdiction, or awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating, or conspiring to commit one or more of the crimes in this section DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.

Expunged convictions from any court other than juvenile court must be identified.

	YES	NO
1. Sexual abuse of vulnerable adult	☐	☐
2. Incest	☐	☐
3. Homicide, including first or second-degree murder, manslaughter and negligent homicide	☐	☐
4. Sexual assault	☐	☐
5. Sexual exploitation of a minor or vulnerable adult	☐	☐
6. Commercial sexual exploitation of a minor or vulnerable adult	☐	☐
7. Child prostitution as prescribed in A.R.S. § 13-3212	☐	☐
8. Child abuse	☐	☐
9. Felony child neglect	☐	☐
10. Sexual conduct with a minor	☐	☐
11. Molestation of a child or vulnerable adult	☐	☐
12. Dangerous crime against children as defined in A.R.S. § 13-705	☐	☐
13. Exploitation of minors involving drug offenses	☐	☐
14. Taking a child for the purposes of prostitution as defined in A.R.S. § 13-3206	☐	☐
15. Neglect or abuse of a vulnerable adult	☐	☐
16. Sex trafficking	☐	☐
17. Sexual abuse	☐	☐
18. Production, publication, sale, possession and presentation of obscene items as prescribed in A.R.S. § 13-3502	☐	☐
19. Furnishing harmful items to minors as prescribed in A.R.S. § 13-3506	☐	☐
20. Furnishing harmful items to minors by internet activity as prescribed in A.R.S. § 13-3506.01	☐	☐
21. Obscene or indecent telephone communications to minors for commercial purposes as prescribed in A.R.S. § 13-3512	☐	☐
22. Luring a minor for sexual exploitation	☐	☐
23. Enticement of persons for purposes of prostitution	☐	☐
24. Procurement by false pretenses of persons for purposes of prostitution	☐	☐
25. Procuring or placing persons in a house of prostitution	☐	☐
26. Receiving earnings of a prostitute	☐	☐
27. Causing one's spouse to become a prostitute	☐	☐
28. Detention of persons in a house of prostitution for debt	☐	☐
29. Keeping or residing in a house of prostitution or employment in prostitution	☐	☐
30. Pandering	☐	☐
31. Trafficking of persons for forced labor or services as defined in A.R.S. § 13-1308	☐	☐

	YES	NO
32. Transporting persons for the purpose of prostitution, polygamy and concubinage		
33. Portraying adult as a minor as prescribed in A.R.S. § 13-3555		
34. Admitting minors to public displays of sexual conduct as prescribed in A.R.S. § 13-3558		
35. Any felony offense involving contributing to the delinquency of a minor		
36. Unlawful sale or purchase of children		
37. Child bigamy		
38. Any felony offense involving domestic violence as defined in A.R.S. § 13-3601, except for a felony offense only involving criminal damage in an amount more than $250, but less than $1000 if the offense was committed before June 29, 2009		
39. Felony indecent exposure		
40. Felony public sexual indecency		
41. Felony driving under the influence, driving under the extreme influence or aggravated driving under the influence if committed within 5 years of the date you apply for a Level 1 Clearance Card		
42. Terrorism		
43. Any offense involving a violent crime as defined in A.R.S. § 13-901.03		

Appealable 5 Years After Conviction

The following **felony** offenses are non-appealable if committed within 5 years of the date you apply for a Level 1 Fingerprint Clearance Card. If you have been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of the crimes in this section *within 5 years* of applying for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the denial.

If the conviction was *more than 5 years* before you apply for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the denial to the Arizona Board of Fingerprinting.

Mark "Within 5 Years," "Over 5 Years" or "No" as applicable.

	WITHIN 5 YEARS	OVER 5 YEARS	NO
1. Endangerment			
2. Threatening or intimidating			
3. Assault			
4. Aggravated assault			
5. Unlawfully administrating intoxicating liquors, narcotic drugs or dangerous drugs			
6. Dangerous or deadly assault by prisoner or juvenile			
7. Prisoners who commit assault with intent to incite to riot or participate in riot			
8. Assault by vicious animals			
9. Drive by shooting			
10. Assaults on public safety employees or volunteers and state hospital employees			
11. Discharging a firearm at a structure			
12. Prisoner assault with bodily fluids			
13. Aiming a laser pointer at a peace officer			
14. Possession and sale of peyote			
15. Possession and sale of a vapor-releasing substance containing a toxic substance			

	WITHIN 5 YEARS	OVER 5 YEARS	NO
16. Selling or giving nitrous oxide to underage persons			
17. Sale of regulated chemicals			
18. Sale of precursor chemicals			
19. Production or transportation of marijuana			
20. Possession, use or sale of marijuana, dangerous drugs or narcotic drugs			
21. Possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs			
22. Administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs			
23. Manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15			
24. Involving or using minors in drug offenses			
25. Possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone			
26. Possession, manufacture, delivery and advertisement of drug paraphernalia			
27. Use of wire communication or electronic communication in drug-related transactions			
28. Using a building for sale or manufacture of dangerous or narcotic drugs			
29. Manufacture or distribution of prescription-only drug			
30. Manufacture, distribution, possession or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs			
31. Manufacture of certain substances and drugs by certain means			

Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the decision to the Arizona Board of Fingerprinting.

	YES	NO
1. Theft		
2. Theft by extortion		
3. Shoplifting		
4. Forgery		
5. Criminal possession of a forgery device		
6. Obtaining a signature by deception		
7. Criminal impersonation		
8. Theft of a credit card or obtaining a credit card by fraudulent means		
9. Receipt of anything of value obtained by fraudulent use of a credit card		
10. Forgery of a credit card		

	YES	NO
11. Fraudulent use of a credit card	☐	☐
12. Possession of any machinery, plate or other contrivance or incomplete credit card	☐	☐
13. False statements as to financial condition or identity to obtain a credit card	☐	☐
14. Fraud by persons authorized to provide goods or services	☐	☐
15. Credit card transaction record theft	☐	☐
16. Misconduct involving weapons	☐	☐
17. Misconduct involving explosives	☐	☐
18. Depositing explosives	☐	☐
19. Misconduct involving simulated explosives	☐	☐
20. Concealed weapon violation	☐	☐
21. Misdemeanor indecent exposure	☐	☐
22. Misdemeanor public sexual indecency	☐	☐
23. Aggravated criminal damage	☐	☐
24. Adding poison or other harmful substance to food, drink or medicine	☐	☐
25. A criminal offense involving criminal trespass under Title 13, Chapter 15	☐	☐
26. A criminal offense involving criminal burglary under Title 13, Chapter 15	☐	☐
27. A criminal offense involving organized crime or fraud as prescribed in Title 13, Chapter 23, except terrorism	☐	☐
28. Misdemeanor offenses involving child neglect	☐	☐
29. Misdemeanor offenses involving contributing to the delinquency of a minor	☐	☐
30. Misdemeanor offenses involving domestic violence as defined in A.R.S. § 13-3601	☐	☐
31. Felony offenses involving domestic violence if the offense only involved criminal damage in the amount of $250 but less than $1000 and the offense was committed before June 29, 2009	☐	☐
32. Arson	☐	☐
33. Criminal damage	☐	☐
34. Misappropriation of charter school monies as prescribed in A.R.S. § 13-1818	☐	☐
35. Taking identity of another person or entity	☐	☐
36. Aggravated taking identity of another person or entity	☐	☐
37. Trafficking in the identity of another person or entity	☐	☐
38. Cruelty to animals	☐	☐
39. Prostitution as described in A.R.S. § 13-3214	☐	☐
40. Sale or distribution of material harmful to minors through vending machines as prescribed in A.R.S. § 13-3513	☐	☐
41. Welfare fraud	☐	☐
42. Kidnapping	☐	☐
43. Robbery, aggravated robbery or armed robbery	☐	☐
44. Misdemeanor endangerment	☐	☐
45. Misdemeanor threatening or intimidating	☐	☐
46. Misdemeanor assault	☐	☐
47. Misdemeanor aggravated assault	☐	☐
48. Misdemeanor unlawfully administering intoxicating liquor, narcotic drugs or dangerous drugs	☐	☐

	YES	NO
49. Misdemeanor dangerous or deadly assault by prisoner or juvenile		
50. Misdemeanor prisoners who commit assault with intent to incite riot or participate in riot		
51. Misdemeanor assault by vicious animals		
52. Misdemeanor drive-by shooting		
53. Misdemeanor assaults on public safety employees or volunteers and state hospital employees		
54. Misdemeanor discharging a firearm at a structure		
55. Misdemeanor prisoner assault with bodily fluids		
56. Misdemeanor aiming a laser pointer at a peace officer		
57. Misdemeanor possession and sale of peyote		
58. Misdemeanor possession and sale of a vapor-releasing substance containing a toxic substance		
59. Misdemeanor selling or giving nitrous oxide to underage persons		
60. Misdemeanor sale of regulated chemicals		
61. Misdemeanor sale of precursor chemicals		
62. Misdemeanor production or transportation of marijuana		
63. Misdemeanor possession, use or sale of marijuana, dangerous drugs or narcotic drugs		
64. Misdemeanor possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs		
65. Misdemeanor administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs		
66. Misdemeanor manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15		
67. Misdemeanor involving or using minors in drug offenses		
68. Misdemeanor possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone		
69. Misdemeanor possession, manufacture, delivery and advertisement of drug paraphernalia		
70. Misdemeanor use of wire communication or electronic communication in drug-related transactions		
71. Misdemeanor using a building for sale or manufacture of dangerous or narcotic drugs		
72. Misdemeanor manufacture or distribution of prescription-only drug		
73. Misdemeanor manufacture, distribution, or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs		
74. Misdemeanor manufacture of certain substances and drugs by certain means		

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Developmental Disabilities ADA Coordinator at 602-771-2893; TTY/TDD Services: 7-1-1 • Disponible en español en línea o en la oficina local

LCR-1034A FORS (10-19)
No se aceptan versiones anteriores

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

AFIDÁVIT DE AUTO REVELACIÓN DE LA HISTORIAL CRIMINAL

Se presentará sus huellas digitales al Departamento de Seguridad Pública de Arizona (DPS policía) y El Departamento de Estado de Investigaciones (FBI) para comprobar su historial criminal. Como la Ley Pública y los Estatutos Revisados de Arizona, vamos a usar lo que revela en este afidávit y la información provista por la comprobación de su historial criminal, para determinar su conveniencia por tener acceso sin restricción a las personas vulnerables. **El dejar de revelar información verdadero y preciso en este afidávit será motivo de terminar su empleo o de denegar, suspender o revocar su licencia y puede que le remitimos a la oficina de Procurador General para que le puede enjuiciar.**

Asegúrese que revise todas las seis (6) páginas del afidávit de auto revelación.

Usted tiene derecho de obtener una copia de todo informe acerca de su historial criminal y recusar la exactitud o integridad de la información contenida en el informe. Si recusa la información, también tiene derecho a una determinación pronta en cuanto a la validez de su recusación. Para obtener una copia del informe de su comprobación de historial criminal, comuníquese con la DPS Records Unit, ACJIS Division al (602) 223-2222.

Nombre *(Nombre, segundo, apellido)*: _____ Fecha de nacimiento *(MM/DD/YY)*: _____

Dirección *(Núm., calle, núm. de apto.)*: _____

Ciudad: _____ Estado: _____ Código postal: _____

Marque una de lo siguiente y proveer la información según las instrucciones:

☐ No he sido declarado culpable ni estoy acusado de ningún delito.

☐ He sido declarado culpable de o estoy acusado de los siguientes delitos (s) *(Provea la fecha, local/jurisdicción, circunstancias y resultado. Adjunta páginas adicionales como sea necesario)*:

TAMBIÉN – Marque una de lo siguiente:

☐ No estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción.

☐ Estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción. *(Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y **NO TENDRÁ** derecho de apelar la decisión.)*

Certifico que entiendo este afidávit. Mi auto-revelación es verdadera, precisa y completa según mi leal saber.

Firma: _____ Fecha: _____

Notary Public *(Notario publico)*

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

Vea la página 6 para leer la declaracion de EOE/ADA

Infracciones no apelables

¿Espera usted juicio para o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en este estado o un delito similar en otra jurisdicción? Marque "Sí" o "No" como sea aplicable.

Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, o espera juicio por o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en esta sección DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y usted **NO TENDRÁ** derecho de apelar la decisión.

Condenas expurgadas de algún tribunal aparte del tribunal juvenil deben ser identificadas.

	SÍ	NO
1. Abuso sexual abuse de un adulto vulnerable	☐	☐
2. Incesto	☐	☐
3. Homicidio, incluso homicidio del primer o segundo grado, homicidio sin premeditación y homicidio negligente	☐	☐
4. Agresión sexual	☐	☐
5. Explotación de un menor o un adulto vulnerable	☐	☐
6. Explotación sexual comercial de un menor o un adulto vulnerable	☐	☐
7. Prostitución de un menor según A.R.S. § 13-3212	☐	☐
8. Abuso infantil	☐	☐
9. Negligencia de niño que sea un delito grave	☐	☐
10. Conducta sexual con un menor	☐	☐
11. Abuso inmoral de un menor o adulto vulnerable	☐	☐
12. Delito peligroso contra menores como sea definido en A.R.S. § 13-705	☐	☐
13. Explotación de menores para delitos relacionados con drogas	☐	☐
14. Raptar a un menor para propósitos de prostitución según A.R.S. § 13-3206	☐	☐
15. Negligencia o abuso de un adulto vulnerable	☐	☐
16. Trafico de sexo	☐	☐
17. Abuso sexual	☐	☐
18. Producir, publicar, vender, poseer, y presentar artículos indecentes según A.R.S. § 13-3502	☐	☐
19. Suministrar cosas dañosas a menores según A.R.S. § 13-3506	☐	☐
20. Suministrar cosas dañosas a menores mediante actividad en el Internet según A.R.S. § 13-3506.01	☐	☐
21. Comunicaciones telefónicas que son obsceno o indecente a menores para los propósitos comerciales según A.R.S. § 13-3512	☐	☐
22. Seducir a un menor para el propósito de explotación sexual	☐	☐
23. Incitar a cualquier personas para propósitos de prostitución	☐	☐
24. Instigación, bajo pretensiones falsas, de cualquier personas para propósitos de prostitución	☐	☐
25. Instigar o colocar personas en una casa de prostitución	☐	☐
26. Recibir ganancias de una persona prostituida	☐	☐
27. Causar prostitución de su cónyuge	☐	☐
28. Detención de personas en una casa de prostitución para satisfacer deudas	☐	☐
29. Mantener o residir en una casa de prostitución o empleo en prostitución	☐	☐
30. Proxenetismo	☐	☐

	SÍ	NO
31. El trata de personas con el fin de labor o servicios forzados como se define en A.R.S. 13-1308		
32. Transporte de personas para propósitos de prostitución, poligamia y concubinato		
33. Representar un adulto como un menor según A.R.S. § 13 3555		
34. Dejar entrar a los menores a exposiciones públicas de comportamiento sexual según A.R.S. § 13-3558		
35. Algún delito que incluye contribuir a la delincuencia de un menor		
36. La venta o compra ilegal de niños		
37. Bigamia infantil		
38. Algún delito grave que incluye violencia familiar como sea definido en A.R.S. § 13-3601, salvo que un delito grave que incluye solamente daño criminal de una cantidad más de $250, pero menos de $1000 si los delitos fueron cometidos antes del 29 de juno de 2009		
39. Delito grave de exhibicionismo		
40. Delito grave de indecencia sexual pública		
41. Conduciendo bajo la influencia (de alcohol/ drogas) grave, conduciendo bajo la influencia (de alcohol/ drogas) extrema o conduciendo bajo la influencia (de alcohol/ drogas) agravado si fuera cometido dentro de 5 años de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1		
42. Terrorismo		
43. Algún delito que incluye un delito violenta como sea definido en A.R.S. § 13-901.03		

Apelable 5 años después de condena

No se pueden apelar los siguientes delitos **graves** si se fueron cometidos dentro de 5 años antes de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1. Si usted ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de los delitos en esta sección *dentro de 5 años* de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará tarjeta de autorización de Nivel 1 de huellas digitales y usted **NO SERÁ** elegible para apelar la denegación.

Si la condena fue *más de 5 años* antes de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará una tarjeta de autorización de Nivel 1, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

Marque "Dentro de 5 Años," "Más de 5 años" o "No" como sea aplicable.

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
1. Imprudencia riesgosa			
2. Incendio intencional			
3. Agresión			
4. Agresión agravada			
5. Administración ilegal de licores intoxicantes, drogas narcóticas o drogas peligrosas			
6. Agresión peligrosa o mortal por parte de prisionero o menor			
7. Prisioneros quienes cometen agresión con el propósito de amotinarse o participar en un motín			
8. Agresión mediante animales viciosos			
9. Tiroteo desde auto			
10. Agresión contra los empleados o voluntarios y empleados del hospital estatal			
11. Disparar un arma de fuego contra una estructura			
12. Agresión por parte de prisionero con fluidos corporales			

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
13. Apuntar un Láser a un agente de las fuerzas del orden			
14. Posesión y venta de peyote			
15. Posesión y venta de alguna sustancia vaporoso que contiene substancias tóxicas			
16. Vender o dar óxido nitroso a personas de menor de edad			
17. La venta de químicas reglamentadas			
18. La venta de químicos precursores			
19. Producción o transportación de la marihuana			
20. Posesión, uso o venta de marihuana, drogas peligrosos o drogas narcóticas			
21. Posesión, uso, administración, adquisición, venta, fabricación o transporte de drogas solas de receta			
22. Administración, adquisición, fabricación o transporte de drogas peligrosas o drogas narcóticas			
23. El fabricar metanfetamina bajo circunstancias que causan herida física a un menor bajo la edad de 15 años			
24. El hacer participar o usar menores durante delitos de drogas			
25. Posesión, uso, venta o transferencia de la marihuana, peyote, drogas de receta, drogas peligrosas, o drogas narcóticas o el fabricar drogas peligrosas dentro de una zona escolar libre de drogas			
26. Posesión, fabricar, entregar y hacer publicidad de parafernalia para drogas			
27. El uso de comunicación por telegrama o comunicación electrónica durante transacciones relacionados con drogas			
28. El uso de un edificio para vender o fabricar drogas narcóticas peligrosas			
29. El fabricar o distribuir drogas disponibles solo por receta			
30. El fabricar, distribuir, poseer, o poseer con el propósito a usar sustancias controlados de imitación drogas solo de receta de imitación o drogas sin receta de imitación			
31. Manufactura de ciertas substancias y drogas a través de ciertos medios			

Delitos apelables

¿Está usted esperando el juicio de o alguna vez ha sido usted condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos en este estado o delito similar en otra jurisdicción? Marque "Sí" o "No" según lo aplicable.

Si usted está esperando el juicio para o ha sido condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos, DPS denegará, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

	SÍ	NO
1. Hurto		
2. Robo mediante extorsión		
3. Hurto de mercancías en una tienda o negocio		
4. Falsificación		
5. Posesión criminal de un instrumento de falsificación		
6. Obtener una firma mediante decepción		
7. Personificación criminal		
8. Robo de una tarjeta de crédito u obtener una tarjeta de crédito a través de medios fraudulentos		

EXHIBIT E

Area Agency on Aging, Region One Billing Time Frames

Billing Month	Billing Due	Re-billing Due	Re-billing Time Limit
July	August 10th	November 10th	3 months
August	September 10th	November 10th	2 months
September	October 10th	November 10th	1 month
October	November 10th	February 10th	3 months
November	December 10th	March 10th	3 months
December	January 10th	April 10th	3 months
January	February 10th	May 10th	3 months
February	March 10th	June 10th	3 months
March	April 10th	July 10th	3 months
April	May 10th	July 10th	2 months
May	June 10th	July 10th	1 month
June	July 10th	July 10th	0 month

COMMUNICATION PAGE
(not an integral page of the Contract)

6/1/2021 EMAILED TO:

Seth.Dyson@surpriseaz.gov

Joe.Gladieux@surpriseaz.gov

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021
Contact Person: Seth Dyson, DIRECTOR - HSCV
Submitting Department: Human Svcs and Comm Vitality
District: Internal
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of an amendment to the Fiscal Year 2022 budget by moving budget authority of $100,000 within the Grants Fund to accept grant funds and implement an amendment to the Intergovernmental Agreement with Maricopa County to facilitate temporary emergency shelter services; Resolution 2021-102.

Motion:
I move to approve Resolution # 2021-102.

Background:
The Interfaith Homeless Emergency Program (I-HELP) is designed to provide temporary shelter to eligible individuals experiencing homelessness on a short-term basis with the goal of connecting people to housing, employment, health care and other critical services. This topic first arose in Surprise through the Compassionate Surprise initiative in 2011. I-HELP has been very successful in parts of the valley, led by non-profit organizations with support from local governments and other donors.

Regional Partners - El Mirage, Youngtown, Peoria and Maricopa County. I-HELP is part of the larger Maricopa County system of addressing homelessness in collaboration with the MAG Regional Continuum of Care (CoC). I-HELP seeks to provide local shelter options, while supporting a coordinated regional plan to end homelessness while igniting investment in the region. The I-HELP model is currently being utilized successfully in several east and west valley communities, has been found to be effective in providing access to safe shelter, personalized service plans detailing the steps necessary to transition to a life of stability, as well as links to healthcare resources including substance abuse, behavioral health counseling, primary care and health screenings, employment and job training resources, and housing and benefits advocacy.

Objective Analysis:
This action will allow the Human Service & Community Vitality Department to continue to facilitate temporary emergency shelter services within the Northwest Valley through a contracted program operator.

Policy Compliant:
This action is compliant with City and Council policies.

Financial Impact:

All service expenditures will be on a monthly reimbursement basis. Services will be provided by a non-profit partner through a pass-through one-time grant effective 7/1/2021 - 6/30/2022 in an amount not to exceed $100,000. There is no city-match requirement.

Budget Impact:

This action will require moving of budget authority in the amount of $100,000 within the Grants Fund from contingency to project G51692 to cover the projected expenses associated with the program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. Res 2021-102 IGA Amend 2 Homeless Services
2. City of Surprise Amendment No. 2

RESOLUTION # 2021-102

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO FACILITATE TEMPORARY EMERGENCY SHELTER SERVICES, ACCEPTING GRANT FUNDING, AND AMENDING THE FISCAL YEAR 2022 BUDGET BY MOVING BUDGET AUTHORITY OF $100,000 WITHIN THE GRANTS FUND.

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

WHEREAS, the City and County ("Parties") previously entered into an IGA in 2019 in order to facilitate the services to include temporary emergency shelter services in the Northwest Valley from July 1, 2019 through June 30, 2020;

WHEREAS, the parties have executed Amendment No. 1 on or about August 18, 2020 through Council Resolution 2020-84 to extend the Agreement term from July 1, 2020 through June 30, 2021

WHEREAS, the parties desire to enter into Amendment No. 2 to extend the Agreement term from July 1, 2021 through June 30, 2022

WHEREAS, all other terms and conditions of the Agreement, as amended by Amendment No. 1, remain in full force and effect;

WHEREAS, all service expenditures are on a reimbursement basis, up to $100,000;

WHEREAS, the FY2022 budget was adopted by Council Resolution #2021-87 on June 1, 2021;

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, 2021 through June 30, 2022.

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

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

APPROVED AND ADOPTED this _____day of _____, 2021.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

1. Appropriation - The allocations below represent the moving of budget authority in the amount of $100,000 within the Grants Fund to cover projected expenditures associated with temporary emergency shelter services. 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	Human Svcs and Comm Vitality	#G51692 FY22 Maricopa Homelessness Grant	E	-	100,000	100,000
Grants	Human Svcs and Comm Vitality	#G51692 FY22 Maricopa Homelessness Grant	R	-	100,000	100,000
Grants/Contingency	General Operations	Contingency	E	3,919,400	(100,000)	3,819,400
Grants/Contingency	General Operations	Other	R	4,000,000	(100,000)	3,900,000
			Expense Total	**3,919,400**	**-**	**3,919,400**
			Revenue Total	**4,000,000**	**-**	**4,000,000**

EXHIBIT B

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *MARICOPA COUNTY*

AMENDMENT NO. 2
TO THE
AGREEMENT
BETWEEN MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE

I. Maricopa County ("County") administered by its Human Services Department and the City of Surprise (Contractor) fully executed a financial Intergovernmental Agreement ("Agreement") on or about July 25, 2019. The County provided the Contractor with $100,000 in Community Service Block Grant (CSBG) funds for the provision of temporary emergency shelter services, outreach, and case management to people experiencing homelessness in the Contractor's area. The Agreement contained a Start Date of July 1, 2019, and a Termination Date of June 30, 2020. The Agreement also provided the term may be extended for three additional one-year terms upon written agreement of the County and the Contractor. The County and the Contractor are referred to as the "Parties."

The Parties fully executed Amendment No. 1 on or about September 3, 2020. Among other things, it extended the Agreement term from July 1, 2020, through June 30, 2021 ("Renewal Period No. 1"), and provided the Contractor with a not-to-exceed amount of $100,000 in CSBG fiscal year 2021 funding for the period of July 1, 2020, through June 30, 2021.

II. The Parties agree to enter into this Amendment No. 2 to amend the Agreement as follows:

A. In accordance with Section I (General Provisions), Paragraphs 2.0 (Term/Effective Date/Renewal Life of the Agreement) and 3.0 (Amendments), extend the Agreement term from July 1, 2021, through June 30, 2022 ("Renewal Period No. 2").

B. The County shall provide the Contractor with a not-to-exceed amount of $100,000 in CSBG fiscal year 2022 funding for the services identified in Section III (Work Statement) of the Agreement.

C. Add the following new paragraph to Section I (General Provisions):

50.0 SURVIVAL

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

D. Revise Section II (Special Provisions), Paragraph 10 (Budget Adjustments, Change Orders, and Amendments), by deleting Paragraph 10 and replacing it with the following:

10.0 ADMINISTRATIVE CHANGE ORDERS

The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders.

Administrative Change Orders shall be approved and fully executed by the Chairman of the Board of Supervisors and the Contractor.

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

10.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;

10.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;

10.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and

10.1.4 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies, or requirements.

10.2 It is the responsibility of the Contractor to ensure the latest documents are consulted and followed.

E. Revise Section IV (Compensation) in the following areas:

1. Paragraph 2.0 (Reimbursement) by deleting Paragraph 2 and replacing it with the following:

2.0 REIMBURSEMENT

2.1 The Contractor shall submit monthly request for reimbursement by the 15th calendar day of the month following the month close out.

2.2 The Contractor shall submit the final reimbursement for each Work Statement not later than 15 calendar days after the reimbursable period ends.

2.3 All requests for reimbursements shall be submitted to: HSDFINANCE@MARICOPA.GOV

2. Paragraph 4.0 (Funding) by deleting Subparagraph 4.3 and replacing it with the following:

4.3 Subject to the availability and authorization of funds, the anticipated funding for this Agreement for fiscal year 2022 is $100,000.

F. Revise Section V (Attachments) to add for fiscal year 2020 the attached **Attachment 1** titled Operating Budget for Fiscal Year 2022.

III. Section II above contains all the changes to the Agreement made by this Amendment No. 2. All other terms and conditions of the Agreement and Amendment No. 1 shall remain unchanged and in full force and effect as executed by the Parties.

IV. The Parties have authorized the undersigned to execute this Amendment No. 2, and it shall be effective upon approval and signature by both Parties.

Signatures are contained on the following page

IN WITNESS, the Parties have approved and signed this Amendment No. 2:

FOR CITY OF SURPRISE:

Skip Hall Date

Title: Mayor

Attested To:

City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AMENDMENT NO. 2 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

City Attorney Date

FOR MARICOPA COUNTY:

Jack Sellers Date

Title: Chairman of the Board of Supervisors

Attested To:

Juanita Garza, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 2 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

Deputy County Attorney Date

Attachment 1
Operating Budget for Fiscal Year 2022

	I-HELP Shelter - Year Three City of Surprise CSBG			
Line Item	**Justification**			**Total**
Revenue				
I-HELP Shelter CSBG				$100,000
	TOTAL			**$100,000**
Expense				
Line Item	**Justification**			**Total**
Personnel		**FTE**	Hours	
Position 1	Regional Director	0.05		$4,325
Position 2	Program Coordinator	1.00		$47,000
Position 3	Case Manager: Northwest Valley: ($18.25 per hour/40 hour per week)	0.50		$18,980
	TOTAL	**1.55**		**$70,305**
Fringe Benefits				
Benefits-FICA (0.0765% total salaries)	16 % of total salaries			
Benefits-Health Insurance				
Benefits-Unemployment				
Benefits-Life & STD				
Benefits-Workers Compensation				
			TOTAL	**$11,249**
Travel				
Local Program Mileage	(250 miles/month x $0.45/mile x 12 months)			$1,350
			TOTAL	**$1,350**
Transportation: LSS-SW Vehicles				
Insurance	Not Requested			$0
Fuel	Not Requested			$0
Maintenance and Repairs	Not Requested			$0
Van for Northwest Valley	Not Requested			$0
			TOTAL	**$0**
Equipment				
1 Computer	Not Requested			$0
Printer	Not Requested			$0
Cell phones/data	Not Requested			$0
			TOTAL	**$0**
Supplies				
Office Supplies	(12 months)			$250
Postage	(12 months)			$0
Printing/Copying Supplies	(12 months)			$200
Program Supplies - Other	(Misc. printer cartridges and supplies)			$250
			TOTAL	**$700**
Contractual				
Employee Background Checks	$85 per 1 employees background check)			$0
Operational leases				$0
Advertising and Promotion	print and electronic media			$350
Conferences and meeting	Training and development			$450
Fees and dues	HMIS user licenses			$200
Peer Monitors	Not Requested			$0
			TOTAL	**$1,000**
Other				
Rent	Space is donated by the churches (in-kind)			$0
Food	Meals are donated			$0
Phones, fax, and internet	$70 per month x 12 months)			$840
Cell Phones/Data	None Requested			$0
Insurance-Building related	None Requested			$0
West Valley Start up costs for additional host sites				$1,000
			TOTAL	**$1,840**
Direct Client Assistance				
Bus passes, fuel cards, job training, uniforms				$4,465
			TOTAL	**$4,465**
Total Direct Costs				**$90,909**
Allocated Indirect Charges				
Total Indirect = x 10% City of Surprise approved indirect cost rate.				**$9,090.88**
Indirect Cost				**$9,091**
TOTAL PROGRAM COSTS				**$100,000**
Net Revenue Over/(Under) Expenses				**$0**

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 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 to appoint a Chief Fiscal Officer pursuant to A.R.S. § 41-1279.07(E) for the purpose of submitting the annual AELR report for FY2022; Resolution #2021-104.

Motion:

I move to approve Resolution #2021-104.

Background:

A.R.S. §41-1279.07(E) requires each county, city, town and community college district to annually provide to the Arizona Auditor General the name of the Chief Fiscal Officer of the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf. The Arizona Auditor General has updated the requirement to include an approved resolution when submitting the name of the Chief Fiscal Officer.

Objective Analysis:

The naming of the Chief Fiscal Officer by resolution permits the City to submit the AELR report as required by the Arizona Auditor General.

Policy Compliant:

The requested approval is consistent with the financial policies to ensure timely submission of the AELR report to the Arizona Auditor General.

Financial Impact:

There is no financial impact.

Budget Impact:

There is no budget impact.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. Res 2021-104 CFO designation for AELR filing

RESOLUTION # 2021-104

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER FOR THE CITY FOR THE PURPOSE OF OFFICIALLY SUBMITTING THE FISCAL YEAR 2021 ANNUAL EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL

WHEREAS, A.R.S. § 41-1279.07(E) requires the governing body of each political subdivision to provide to the auditor general by July 31, each year, the name of the chief fiscal officer designated by the governing body to officially submit the current fiscal year's expenditure limitation report on behalf of the governing body;

WHEREAS, the Mayor and Council of the City of Surprise, Arizona ("Surprise"), hereby designates Andrea Davis, as Surprise's Chief Fiscal Officer, to officially submit the current fiscal year's expenditure limitation report on behalf of the governing body;

WHEREAS, the Mayor and Council of Surprise shall notify the auditor general of any changes of individuals designated to file the required reports; and

WHEREAS, the designated chief fiscal officer shall certify to the accuracy of the annual expenditure limitation report ("AELR").

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

Section 1. Pursuant to A.R.S. § 41-1279.07(E), Andrea Davis, is hereby designated as Surprise's Chief Fiscal Officer for purposes of officially submitting the fiscal year 2022 AELR to the Arizona Auditor General's Office on behalf of Surprise's governing body.

APPROVED AND ADOPTED this _____day of _____, 2021.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 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 2.1", together with an associated Alternative Assurance Agreement, for an approximately 23.61 acre property generally located north of Pinnacle Peak Road and east of 183rd Avenue in the North Copper Canyon PAD.

Motion:
I move to approve the Final Plat entitled, "North Copper Canyon Parcel 2.1", and the associated Alternative Assurance Agreement.

Background:
Courtland Homes, Inc. requests approval of the Final Plat and Alternative Assurance Agreement for North Copper Canyon, Parcel 2.1. The subject property is approximately 23.6 acres and is located north and east 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).

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 - FS21-124 - NCC 2.1 FP - CC Staff Report - 08-17-21
2. 01 - FS21-124 - NCC 2.1 FP - Vicinity Map
3. 02 - FS21-124 - NCC 2.1 FP - Case Map
4. 03 - FS21-124 - NCC 2.1 FP - Final Plat
5. 04 - FS21-124 - NCC 2.1 FP - Landscape Plans
6. PP - FS21-124 - NCC 2.1 FP - CC PowerPoint - 08-17-21
7. FS21-124 - AAA_signed NCC P2.1

SURPRISE
ARIZONA

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: **FS21-124**

Project Name: North Copper Canyon – Parcel 2.1 Final Plat and Alternative Assurance Agreement

Council District: 1 - Acacia

City Council Date: **August 17, 2021**

Planner: Robert H. Kuhfuss, AICP

Owner: Courtland Homes, Inc.

Applicant: Courtland Homes, Inc.

Request: Final Plat with Alternative Assurance Agreement for a 120-lot, single-family subdivision in Parcel 2.1 of the North Copper Canyon Planned Area Development (PAD)

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

Site Size: 23.61 acres (approx.)

Density: 5.08 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:

Courtland Homes, Inc. requests approval of the Final Plat for North Copper Canyon, Parcel 2.1. The subject property is approximately 23.6 acres and is located north and east 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 120 single-family lots for a total density of 5.08 dwelling units per acre. The typical lot proposed is 45' x 115'. This plat includes a total of 2.72 acres of open space, which is 11.5%.

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.

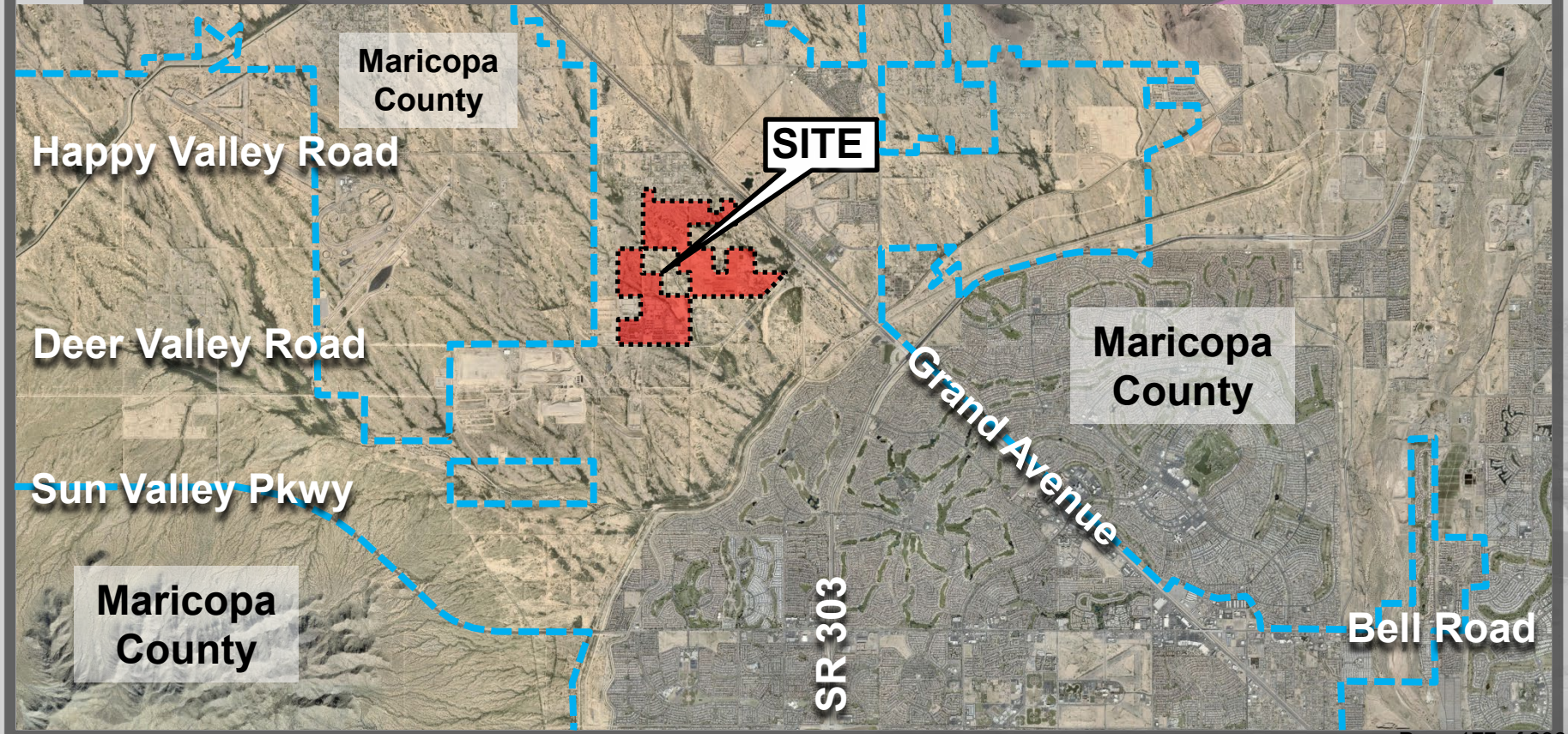
The applicant is choosing an Alternative Assurance Agreement, which was an option made available to developers in Title 16 of the previous City of Surprise Municipal Code. In lieu of acceptable financial assurances, the City will not record the final plat until which time the entire infrastructure is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

Attachments:

01 Vicinity Map
02 Case Map
03 Final Plat
04 Alternative Assurance Agreement

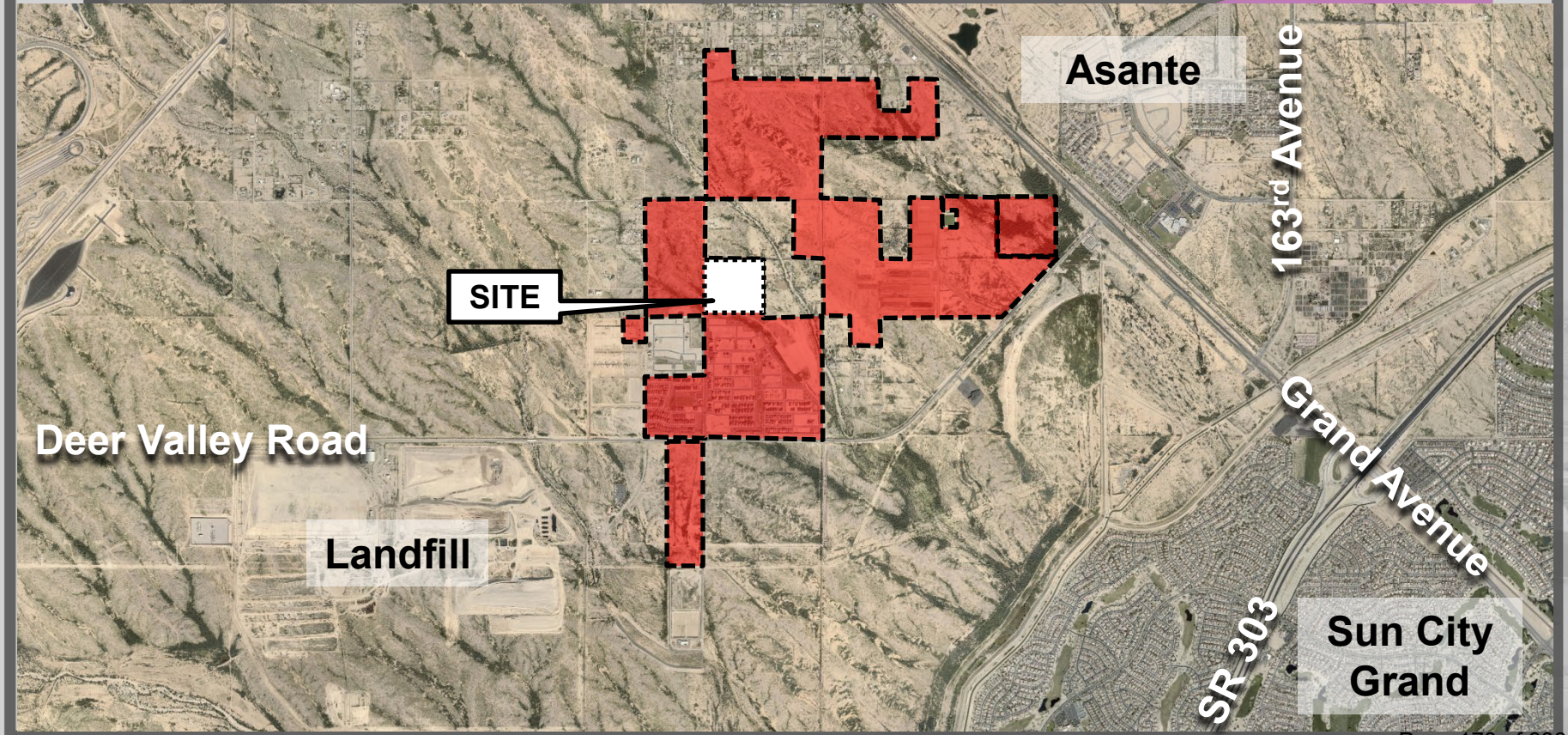
VICINITY MAP

FS21-124
North Copper Canyon 2.1



CASE MAP

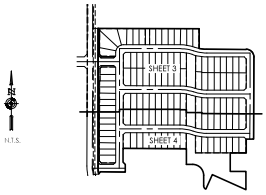
FS21-124
North Copper Canyon 2.1



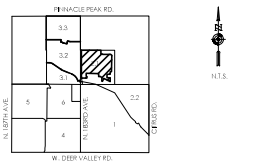
FINAL PLAT
FOR
NORTH COPPER CANYON
PARCEL 2.1

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

SHEET INDEX



VICINITY MAP



DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT COURTLAND HOMES, INC., AN ARIZONA CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME NORTH COPPER CANYON PARCEL 2.1, A SUBDIVISION LOCATED IN A PORTION OF THE NORTHEAST 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 2.1, 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 "P", "Q", "S", "T", "U" & W" 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.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS ASSOCIATION FORMED BY THE ADJACENT PROPERTY. LANDSCAPING MAINTENANCE WITHIN THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

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.

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

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 — CERTIFICATE NUMBER
6/13/07 — DATE

ACKNOWLEDGMENT

STATE OF _____ } SS
COUNTY OF _____ }

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 _____ } SS
COUNTY OF _____ }

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 2.1", 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°09'01" 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.

NOTES

1. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
2. 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.
3. 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.
4. 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 PSA-328.
5. 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.
6. 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.
7. 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.
8. ALL EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.
9. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" AND ZONE "AE" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1295L, 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.
10. 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.
11. 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.

OWNER / DEVELOPER

COURTLAND HOMES, INC.
4150 WEST NITTY HAWK
CHANDLER, ARIZONA 85226

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

APPROVALS

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

_____ CITY ENGINEER — DATE

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

_____ MAYOR — DATE

ATTEST: _____ CITY CLERK — DATE

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE SURVEY AND PLAT OF THE PREMISES SHOWN HEREON WERE MADE UNDER MY DIRECT SUPERVISION AND THAT THIS MAP IS CORRECT AND ACCURATE AND THE 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.

Michell H Ragsdale — 05 / 07 / 21
MITCHELL H RAGSDALE * RPLS #46943 — DATE
TERRASCAPE CONSULTING LLC
640 E. MISSOURI AVE., STE. 160, PHOENIX AZ, 85014
602-267-4732
mragsdale@terrascape.us

consulting
Terrascape
civil engineering • surveying • urban planning
640 East Missouri Ave., Suite 160, Phoenix, Arizona 85014
602.267.4732 • mragsdale@terrascape.us

FINAL PLAT
NORTH COPPER CANYON
PARCEL 2.1

Dial 811 or visit Arizona811.com

DATE: 05 / 07 / 21
CHECKED BY: MHR
DRAWN BY: BWB
TITLE: FINAL PLAT
SHEET No. 1 of 4
PROJECT No. 0799.1

CASE #FSC2-124

Terrascape Consulting, PLLC, 2021

NORTH COPPER CANYON
PARCEL 2.1

TRACT INFORMATION CHART

TRACT	DESCRIPTION	AREA
"P"	LANDSCAPE	0.22 AC.
"Q"	LANDSCAPE	0.07 AC.
"S"	DRAINAGE / LANDSCAPE	0.36 AC.
"T"	DRAINAGE / LANDSCAPE	0.35 AC.
"U"	DRAINAGE / LANDSCAPE	1.64 AC.
"W"	DRAINAGE	0.08 AC.
TOTAL		2.72 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 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 NORTHEAST QUARTER 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 NORTHEAST QUARTER OF SAID SECTION BEARS SOUTH 00°06'01" WEST, A DISTANCE OF 2633.41 FEET;

THENCE SOUTH 00°06'01" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1,316.51 FEET;

THENCE DEPARTING SAID WEST LINE, SOUTH 89°55'13" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°55'13" EAST, A DISTANCE OF 732.44 FEET;

THENCE SOUTH 00°04'47" WEST, A DISTANCE OF 144.20 FEET, TO THE BEGINNING OF A 272.50 FEET, NON-TANGENT CURVE,WHOSE CENTER BEARS NORTH 11°55'33" EAST;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°50'48", AN ARC DISTANCE OF DISTANCE OF 56,34 FEET;

THENCE SOUTH 89°55'13" EAST, A DISTANCE OF 286,62 FEET, TO THE BEGINNING OF A 55,00 FEET RADIUS CURVE, CONCAVE SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°55'13", AN ARC DISTANCE OF 86,32 FEET;

THENCE SOUTH 00°05'38" WEST, A DISTANCE OF 597,09 FEET;

THENCE NORTH 89°54'22" WEST, A DISTANCE OF 55,00 FEET;

THENCE SOUTH 00°05'38" WEST, A DISTANCE OF 100,00 FEET;

THENCE NORTH 89°55'13" WEST, A DISTANCE OF 115,00 FEET;

THENCE SOUTH 00°05'38" WEST, A DISTANCE OF 135,00 FEET;

THENCE SOUTH 89°55'13" EAST, A DISTANCE OF 115,00 FEET;

THENCE SOUTH 00°05'38" WEST, A DISTANCE OF 132,09 FEET;

THENCE NORTH 65°42'17" WEST, A DISTANCE OF 267,32 FEET;

THENCE SOUTH 24°17'43" WEST, A DISTANCE OF 115,00 FEET;

THENCE NORTH 65°42'17" WEST, A DISTANCE OF 4,49 FEET, TO THE BEGINNING OF A 22,50 FEET RADIUS CURVE, CONCAVE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°47'04", AN ARC DISTANCE OF 25,83 FEET;

THENCE NORTH 00°04'47" EAST, A DISTANCE OF 78,71 FEET, TO THE BEGINNING OF A 77,39 FEET RADIUS CURVE, CONCAVE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°04'47", AN ARC DISTANCE OF 121,68 FEET;

THENCE NORTH 89°55'13" WEST, A DISTANCE OF 48,28 FEET;

THENCE NORTH 00°06'01" EAST, A DISTANCE OF 113,13 FEET;

THENCE NORTH 89°55'13" WEST, A DISTANCE OF 45,00 FEET;

THENCE NORTH 00°06'01" EAST, A DISTANCE OF 1,87 FEET;

THENCE NORTH 89°55'13" WEST, A DISTANCE OF 413,00 FEET;

THENCE SOUTH 00°06'01" WEST, A DISTANCE OF 99,88 FEET;

THENCE SOUTH 44°52'40" EAST, A DISTANCE OF 21,22 FEET;

THENCE SOUTH 00°04'47" WEST, A DISTANCE OF 55,00 FEET;

THENCE NORTH 89°55'13" WEST, A DISTANCE OF 180,08 FEET;

THENCE SOUTH 41°03'47" WEST, A DISTANCE OF 19,88 FEET;

THENCE NORTH 07°57'14" WEST, A DISTANCE OF 14,15 FEET, TO THE BEGINNING OF A 310,00 FEET RADIUS CURVE, CONCAVE EAST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°03'14", AN ARC DISTANCE OF 43,58 FEET;

THENCE NORTH 00°06'01" EAST, A DISTANCE OF 998,27 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,028,326.23 SQUARE FEET OR 23.61 ACRES, MORE OR LESS.

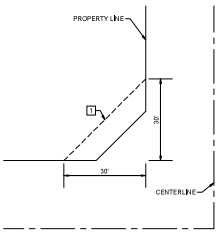
LINE AND CURVE TABLES

Line Table		
Line #	Direction	Length
L1	S44° 53' 59"E	28.28'
L2	S89° 53' 59"E	93.00'
L3	N45° 06' 01"E	14.14'
L4	N45° 06' 01"E	7.07'
L5	N45° 06' 01"E	21.21'
L6	N00° 06' 01"E	25.23'
L7	N45° 06' 01"E	28.28'
L8	N45° 06' 01"E	15.76'
L9	S89° 53' 59"E	93.00'
L10	S44° 53' 59"E	21.21'
L11	S44° 53' 59"E	14.14'
L12	S44° 53' 59"E	7.07'
L13	N44° 54' 36"W	21.21'
L13	N45° 05' 24"E	21.22'
L14	S45° 05' 24"W	21.22'
L15	S44° 54' 47"E	21.21'
L16	N45° 05' 13"E	21.22'
L17	S44° 54' 47"E	21.21'
L18	N44° 54' 36"W	21.21'
L19	N45° 05' 24"E	21.22'
L20	N90° 00' 00"W	3.00'
L21	S44° 53' 15"E	20.01'
L22	N44° 54' 36"W	21.21'
L23	N89° 55' 13"W	98.00'
L24	N45° 05' 24"E	21.22'
L25	N45° 05' 24"E	14.14'
L26	N45° 05' 24"E	7.07'
L27	N00° 06' 01"E	27.41'
L29	S45° 05' 13"W	21.22'
L30	S44° 54' 47"E	21.21'
L31	S07° 57' 14"E	14.15'
L32	S07° 57' 14"E	14.15'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	10.83'	55.00'	011°04'09"	S5° 38' 05"W	10.81'
C2	30.58'	55.00'	031°51'40"	S27° 06' 00"W	30.19'
C3	30.58'	55.00'	031°51'40"	S58° 57' 40"W	30.19'
C4	14.58'	55.00'	015°11'17"	S82° 29' 09"W	14.54'
C5	96.37'	55.00'	089°58'47"	S45° 05' 24"W	77.77'
C6	98.42'	300.00'	018°47'49"	N80° 31' 18"W	97.98'
C7	98.42'	300.00'	018°47'49"	S80° 31' 18"E	97.98'
C8	2.39'	327.50'	000°25'05"	N89° 42' 40"W	2.39'
C9	45.17'	327.50'	007°54'07"	N85° 33' 04"W	45.13'
C10	46.10'	327.50'	008°03'57"	N77° 34' 02"W	46.07'
C11	13.78'	327.50'	002°24'40"	N72° 19' 44"W	13.78'
C12	33.06'	272.50'	006°57'03"	S74° 35' 55"E	33.04'
C13	107.44'	327.50'	018°47'49"	N80° 31' 18"W	106.96'
C14	89.40'	273.50'	018°47'49"	S80° 31' 18"E	89.00'
C15	89.40'	273.50'	018°47'49"	N80° 31' 18"W	89.00'
C16	107.44'	327.50'	018°47'49"	S80° 31' 18"E	106.96'
C17	0.89'	272.50'	000°11'10"	N89° 49' 37"W	0.89'
C18	45.22'	273.50'	009°30'27"	N84° 58' 49"W	45.17'
C19	43.29'	273.50'	009°06'11"	N75° 40' 29"W	43.25'
C20	25.20'	327.50'	004°24'31"	S73° 19' 39"E	25.19'
C21	45.78'	327.50'	008°00'36"	S79° 32' 12"E	45.75'
C22	36.46'	327.50'	006°22'42"	S86° 43' 51"E	36.44'
C23	56.34'	273.50'	011°48'46"	N83° 59' 50"W	56.24'
C24	86.32'	55.00'	089°55'13"	N44° 57' 36"W	77.73'
C25	97.07'	300.00'	018°32'23"	N80° 39' 01"W	96.65'
C26	97.07'	300.00'	018°32'23"	S80° 39' 01"E	96.65'
C27	105.97'	327.50'	018°32'23"	N80° 39' 01"W	105.51'
C28	88.17'	273.50'	018°32'23"	S80° 39' 01"E	87.79'
C29	88.17'	273.50'	018°32'23"	N80° 39' 01"W	87.79'
C30	105.97'	327.50'	018°32'23"	S80° 39' 01"E	105.51'
C31	44.62'	327.50'	007°48'23"	N86° 01' 01"W	44.59'
C32	61.35'	327.50'	010°43'59"	N76° 44' 50"W	61.26'
C33	6.77'	272.50'	001°25'22"	S72° 05' 31"E	6.77'
C34	46.10'	272.50'	009°41'38"	S77° 39' 01"E	46.05'
C35	35.30'	272.50'	007°25'22"	S86° 12' 31"E	35.28'
C36	44.66'	272.50'	009°23'27"	N85° 13' 29"W	44.61'
C37	43.51'	272.50'	009°08'59"	N75° 57' 18"W	43.47'
C38	24.93'	327.50'	004°21'42"	S73° 33' 41"E	24.92'
C39	45.75'	327.50'	008°00'17"	S79° 44' 40"E	45.72'
C40	35.29'	327.50'	006°10'24"	S86° 50' 01"E	35.27'
C41	15.09'	310.00'	002°47'24"	S1° 17' 41"E	15.09'
C42	28.40'	310.00'	005°15'51"	S5° 18' 18"E	28.41'
C43	43.58'	310.00'	008°03'14"	S3° 55' 37"E	43.54'
C45	97.07'	300.00'	018°32'23"	N80° 39' 01"W	96.65'
C46	97.07'	300.00'	018°32'23"	S80° 39' 01"E	96.65'
C47	0.01'	327.50'	000°00'06"	N89° 55' 10"W	0.01'
C48	45.14'	327.50'	007°53'51"	N85° 58' 11"W	45.11'
C49	60.84'	327.50'	010°38'35"	N76° 42' 08"W	60.75'
C50	7.35'	272.50'	001°32'43"	S72° 09' 11"E	7.35'
C51	46.08'	272.50'	009°41'22"	S77° 48' 14"E	46.03'
C52	34.74'	272.50'	007°18'18"	S86° 16' 04"E	34.72'
C53	105.97'	327.50'	018°32'23"	N80° 39' 01"W	105.51'
C54	88.17'	273.50'	018°32'23"	S80° 39' 01"E	87.79'
C55	88.17'	273.50'	018°32'23"	N80° 39' 01"W	87.79'
C56	105.97'	327.50'	018°32'23"	S80° 39' 01"E	105.51'
C57	45.20'	273.50'	009°30'10"	N85° 10' 07"W	45.14'
C58	42.98'	273.50'	009°02'12"	N75° 53' 56"W	42.93'
C59	25.50'	327.50'	004°27'43"	S73° 36' 42"E	25.50'
C60	45.74'	327.50'	008°00'06"	S79° 50' 37"E	45.70'
C61	34.73'	327.50'	006°04'31"	S86° 52' 57"E	34.71'
C62	25.83'	22.50'	065°47'04"	S32° 48' 45"E	24.44'
C63	15.11'	350.00'	002°28'24"	S1° 08' 11"E	15.11'
C64	34.09'	350.00'	005°34'51"	S5° 09' 48"E	34.08'

AREA TABLE

	AREA (SF)	AREA (AC)
LOTS	659751.91 SF	15.15 AC
TRACTS	118435.77 SF	2.72 AC
R/W	250138.55 SF	5.74 AC
TOTAL	1028326.23 SF	23.61 AC



SIGHT VISIBILITY TRIANGLE DETAIL
(NOT TO SCALE)

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".

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 II (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

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48943
Michael A. Pingsdale
Registered Land Surveyor

FINAL PLAT

NORTH COPPER CANYON
PARCEL 2.1

Contact Arizona 811 at least two full working days before you begin excavation
811 or 1-800-STAKE-IT
Call 811 or click Arizona811.com

DATE: 05 / 07 / 21
CHECKED BY: MHR
DRAWN BY: BWB
TITLE: FINAL PLAT
SHEET No. 2 of 4
PROJECT No. 0799.1

CASE #FSCI-124

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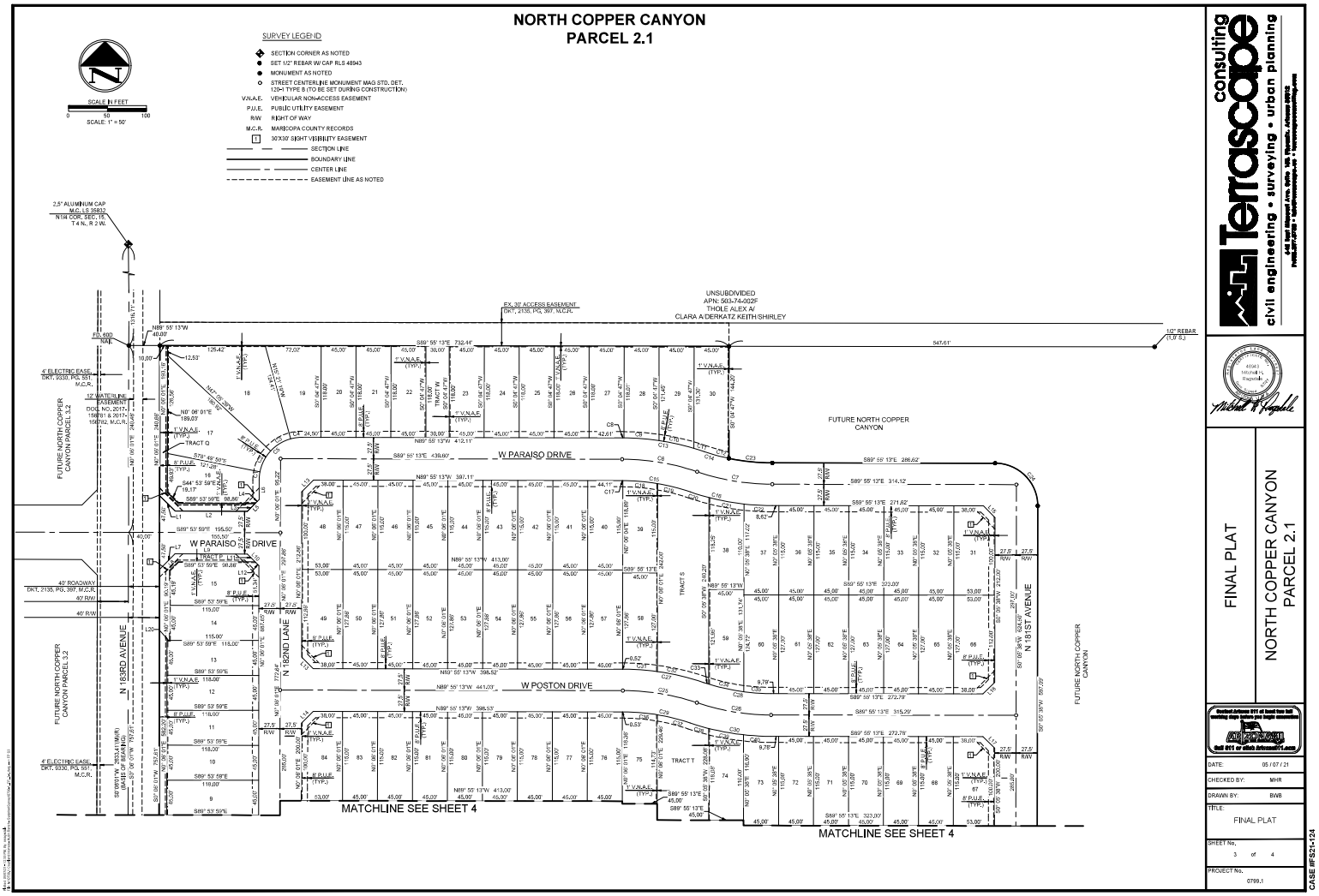

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Phone 602.493.2135 • Email terrascape@terrascape.com • www.terrascape.com

FINAL PLAT

NORTH COPPER CANYON PARCEL 2.1

Arizona Revised Statutes 811 at least two full working days before you begin excavation
Call 811 or click Arizona811.com

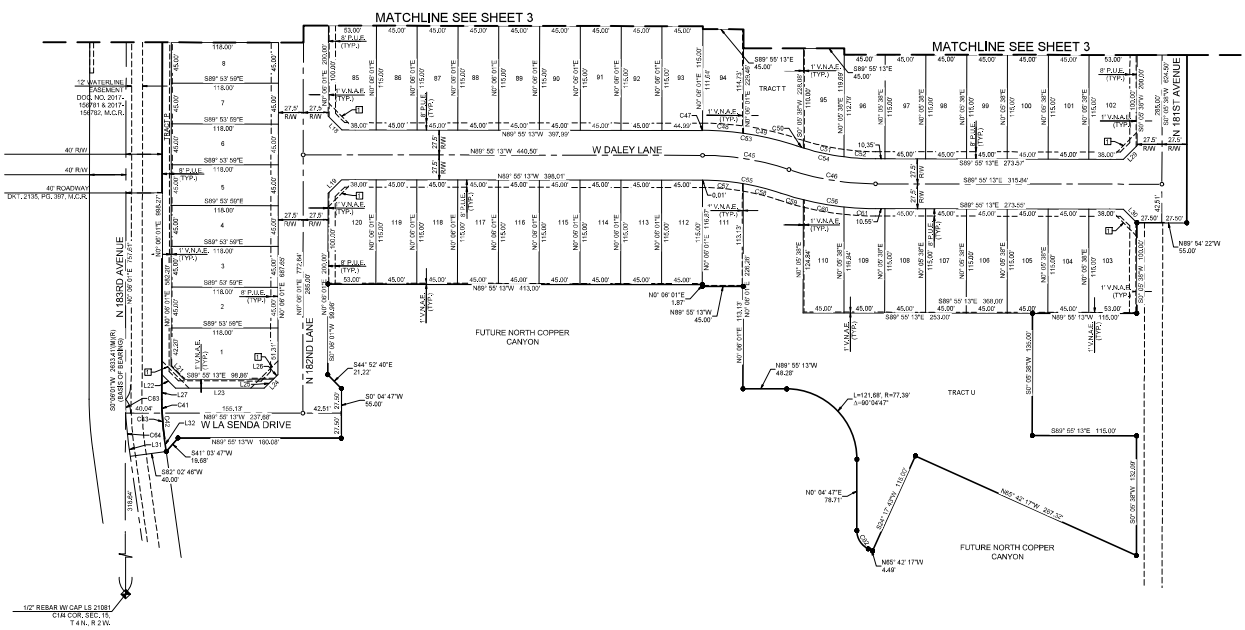
DATE: 05 / 07 / 21
CHECKED BY: MHR
DRAWN BY: BWB
TITLE: FINAL PLAT
SHEET No. 3 of 4
PROJECT No. 0799.1
CASE #PSA-124

NORTH COPPER CANYON
PARCEL 2.1

SCALE IN FEET
0 50 100
SCALE: 1" = 50'

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



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FINAL PLAT

NORTH COPPER CANYON
PARCEL 2.1

Central Arizona 811 at least two full working days before you begin excavation
Call 811 or click Arizona811.com

DATE:	05 / 07 / 21
CHECKED BY:	MHR
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TITLE:	FINAL PLAT
SHEET No.	4 of 4
PROJECT No.	0799.1

CASE #FS21-124

IRRIGATION NOTES

1. ALL IRRIGATION TO UTILIZE AN AUTOMATIC CLOCK AS SPECIFIED. LOCATE POWER SOURCE IN THE FIELD.
2. USE COMMON TRENCHES WHERE POSSIBLE
3. USE PEN-ITES AND SEALER 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 BREAKER TO BE ASSEMBLE WITH ALL HARD COPPER PIPE AND FITTINGS. A UNION SHALL BE INSTALLED ON BOTH INLET AND OUTLET SIDES OF PIPE ABOVE GRADE.
7. MAINTAIN IRRIGATION AS-BUILTS 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 4-6" FROM END OF SLEEVES TO FIRST FITTING ON IRRIGATION LINE. ALL SLEEVES TO BE 24" BELOW GRADE AND/OR AS 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 EMITTERS 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, LIP OF VALVE BOX SHALL ALSO BE FREE OF DEBRIS.
13. ALL MATERIAL USED SHALL BE INSTALLED AS PER PLAN AND AS PER MANUFACTURERS 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 A VALVE BOX AS REQUIRED. REMOTE CONTROL VALVES TO BE LOCATED IN A SEPARATE, ADJACENT VALVE BOX OR A JUMBO VALVE BOX MAY BE USED IN LIEU OF TWO SEPARATE BOXES. ALL BOXES TO BE LOCATED IN PLANTING AREAS AND INSTALLED FLUSH W/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 PLANTS REQUIRING MORE THAN ONE DRIP EMITTER SHALL HAVE EMITTERS DISTRIBUTED EVENLY AROUND THE EDGE OF THE ROOTBALL.
17. PRIOR TO OWNER'S APPROVAL, AN IRRIGATION "TUNE-UP" MUST BE PERFORMED AS FOLLOWS:
   a. ALL IRRIGATION EQUIPMENT (INCLUDING ALL PIPELINES 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 LABELLED 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.
18. CONTRACTOR IS RESPONSIBLE FOR SUPPLYING MATERIALS AND LABOR TO PROVIDE SPECIFIED ELECTRICAL SERVICE TO ALL CONTROLLER LOCATIONS. ALL ELECTRICAL WORK TO BE PER MANUFACTURER'S SPECIFICATIONS AND PER LOCAL CODE.
19. IRRIGATION PLAN IS SCHEMATIC. ACTUAL BACKFLOW PREVENTOR LOCATION TO BE SCREENED FROM VIEW BY PLANT MATERIAL. REFER TO PLANTING PLAN FOR SCREENING.
20. 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 VALVE LOCATION OF THE SYSTEM.
21. 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.
22. IRRIGATION LINES SHALL RUN PARALLEL TO THE HIGH SIDE OF SLOPES WHEREVER POSSIBLE.
23. TREES ARE TO BE VALVED SEPARATELY FROM SHRUBS AND GROUNDCOVER.
24. CONTRACTOR IS RESPONSIBLE FOR SUPPLYING AND INSTALLING ALL SLEEVING NECESSARY TO RUN IRRIGATION LINES AND CONTROL WIRE UNDER ANY REQUIRED HARDSCAPE AREAS, WALLS, ETC.
25. 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.
26. CONTRACTOR TO PROVIDE EMITTERS TO ALL TREES IN TURF AREAS. EMITTERS TO TREES IN TURF AREAS SHALL BE BURIED IN PLASTIC BOXES. TOP OF BOXES TO BE FLUSH WITH GRADE.
27. EXISTING CITY OF SURPRISE IRRIGATION SHALL BE MODIFIED 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 TRIGATION FRO 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 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 PURPOSED 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 CIVIL 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 3" BELOW THE TOP OF ADJACENT WALKS AND CURBS PRIOR TO RECEIVING DECOMPOSED GRANITE OR GRASS SEED/SOD.
6. ALL SIGNS AND SIGNAGE REQUIRE A CITY OF SURPRISE SEPARATE PERMIT.
7. ALL TREES AND SHRUBS LOCATED IN THE LINE-OF-SIGHT WILL BE MAINTAINED FOR A CLEAR AREA BETWEEN 2.5' TO 7', PER CITY OF SURPRISE STANDARD DETAILS 4-49 AND 4-42.
8. THE LANDSCAPE AND IRRIGATION DESIGN WILL COMPLY WITH CITY OF SURPRISE EDS PER CHAPTER 8.

LANDSCAPE ARCHITECT

McGOUGH ADAMSON
535 E. MCKELLIPS ROAD, STE 131
MESA, ARIZONA 85203
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602-997-9093
nicka@mg-az.com

LANDSCAPE NOTES

1. PROVIDE LANDSCAPE ARCHITECT A SAMPLE OF DECOMPOSED GRANITE FOR APPROVAL PRIOR TO DELIVERY TO THE SITE.
2. PREPARED BACKFILL FOR PLANTING PITS SHALL BE 4 PARTS NATIVE SOIL TO 1 PART NITROGEN STABILIZED MULCH. MIX MULCH AND SOIL BACKFILL THOROUGHLY TO CREATE BACKFILL PRIOR TO PLACING IN PIT.
3. TOPSOIL TO CONFORM TO THE REQUIREMENTS OF MAG SPECIFICATION, SECTION 795. PROVIDE A WRITTEN DESCRIPTION OF CERTIFICATION OF ORIGINAL ORIGIN OF TOPSOIL TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY TO THE SITE.
4. PLANT TABLETS TO BE AGRIFORM 21 GRAM, 20-10-5 FERTILIZER TABLETS.
5. CONTRACTORS RESPONSIBILITY TO FIELD 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.
7. PLANT QUANTITIES ON THE PLANT LIST ARE PROVIDED AS A CONVENIENCE TO THE CONTRACTOR, PLANS TAKE PRECEDENCE.
8. LANDSCAPE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL UNDERGROUND UTILITIES FOR PROTECTION PRIOR TO CONSTRUCTION. CONTACT BLUE STAKE AT 602-263-1100 OR 1-800-782-5348.
9. PRIOR TO BIDDING, THE LANDSCAPE SUPERINTENDENT SHALL WALK THE SITE TO DETERMINE THE FULL EXTENT OF DEMOLITION WORK REQUIRED.
10. THE LANDSCAPE CONTRACTOR SHALL WARRANTY THE WORK FOR A PERIOD OF ONE YEAR.
11. CLARIFICATION OF DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND THE SITE SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
12. BEFORE WORK BEGINS ON THE PROJECT, THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT WITH THE ARCHITECT AND/OR OWNER'S REPRESENTATIVE.
13. THE LANDSCAPE ARCHITECT, OWNER'S REPRESENTATIVE, AND THE CITY OF SURPRISE IS TO APPROVE ANY AND ALL SUBSTITUTIONS.
14. THE LANDSCAPE ARCHITECT AND /OR OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIAL DEEMED UNACCEPTABLE. ALL PLANT MATERIAL SHALL BE INSPECTED PRIOR TO INSTALLATION.
15. UNLESS OTHERWISE NOTED ON PLANS, DECOMPOSED GRANITE SHALL EXTEND UNDER SHRUBS AND RAKED UNIFORMLY ALONG WALLS, SIDEWALKS, AND CURBS.
16. SEE ENGINEERING OR ARCHITECTURAL DRAWINGS FOR DRAINAGE FLOWS. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE THAT THESE ARE PROVIDED AND ARE NOT IMPAIRED WITH OBSTRUCTIONS.
17. DOUBLE STAKE ALL TREES OUTSIDE ROOTBALL.
18. LANDSCAPE CONTRACTOR TO PROVIDE BARRICADES ALONG PUBLIC STREETS IF REQUIRED DURING INSTALLATION.
19. 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.
20. PLANTS TO BE LOCATED AWAY FROM OBSTACLES SUCH AS FIRE HYDRANTS, TRANSFORMERS, POWER POLES, AND LIGHT FIXTURES AS NECESSARY.
21. LANDSCAPE CONTRACTOR TO CONTACT ARCHITECT AND/OR OWNER'S REPRESENTATIVE BEFORE EACH APPLICATION OF PRE-EMERGENT FOR VERIFICATION. MINIMUM 2 APPLICATIONS REQUIRED.
22. LANDSCAPE PLANS MUST CONFORM TO CIVIL DRAWINGS.
23. LANDSCAPE MAINTENANCE WITHIN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE HOME OWNER'S ASSOCIATION.

SPECIAL NOTES:
1. TREE ROOT BARRIERS ARE REQUIRED PER CITY OF SURPRISE EDS STD. 8-14 WHEN TRELS ARE WITHIN 3' 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/LANDSCAPE ARCHITECT.
3. STREET TREES WILL BE LOCATED IN THE LANDSCAPED AREA BETWEEN THE SIDEWALKS AND CURB. LOCAL STREETS WILL HAVE A MINIMUM OF ONE 24-INCH BOX TREE AND FOUR FIVE-GALLON SHRUBS AND/OR GROUND COVER 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 (WILLOW ACACIA)
   - ACACIA STENOPHYLLA (SHOESTRING ACACIA)
   - ACACIA WILLARDIANA (PALO BLANCO)
   - CALLISTEMON RIGIDUS (BOTTLEBRUSH)
   - QUERCUS VIRGINIANA (SOUTHERN LIVE OAK)
   - SOPHORA SECUNDIFLORA (TEXAS MOUNTAIN LAUREL)
   - CHILOPSIS LINEARIS (DESERT WILLOW)
   - OLEA EUROPAEA (SWAN HILL OLIVE)
   - FRAXINUS GREGGII (LITTLE LEAF ASH)
5. TREES WITH THORNS ARE TO BE LOCATED A MINIMUM OF 10' FROM PEDESTRIAN ROUTES.
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 IS SPECIFIED.
7. ALL IRRIGATION PIPING SHALL BE INSTALLED IN PURPLE PIPING, PER CITY OF SURPRISE EDS STD. 8-2(5).
8. HOMES LOCATED ON INTERSECTIONS ARE REQUIRED TO HAVE THE SIDE YARD LANDSCAPING AT THE RATE OF (1) 24" BOX TREE AND (4) 5 GALLON SHRUBS AND/OR GROUND COVER PLANTS PER 25 LINEAR FEET INCLUDED WITH THE FRONT YARD LANDSCAPING BY THE DEVELOPER.

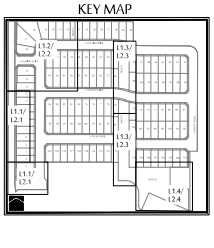
SHEET INDEX

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

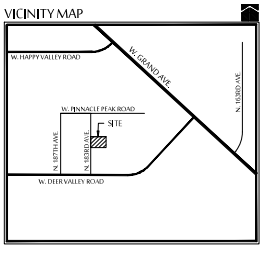
PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME	QTY.	SIZE	COMMENTS
TREES				
	ACACIA ANEURA - MULGA	23	24" BOX	STANDARD
	* ACACIA SALICINA - WILLOW ACACIA	12	24" BOX	STANDARD
	* CHILOPSIS SP. 'RIO SALADO' - 'RIO SALADO' DESERT WILLOW	69	24" BOX	MULTI-TRUNK
	OLNEYA TESOTA - IRONWOOD	8	24" BOX	MULTI-TRUNK
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE	18	24" BOX	MULTI-TRUNK
	PARKINSONIA MICROPHYLLUM - FOOTHILLS PALO VERDE	19	24" BOX	STANDARD
	PROSOPIS HYBRID 'AZT' - 'AZT' THORNLESS MESQUITE	18	24" BOX	MULTI-TRUNK
	* INDICATES A CITY APPROVED STREET/R.O.W. TREE THAT IS TO BE INSTALLED WITH DEEP ROOT BARRIERS.			
SHRUBS				
	CALLIANDRA ERIOPHYLLA - NATIVE FAIRY DUSTER	85	5 GAL	CAN FULL
	ENCELIA FARINOSA - BRITTLEBUSH	139	5 GAL	CAN FULL
	HYPTIS EMORYI - DESERT LAVENDER	88	5 GAL	CAN FULL
	JUSTICIA CALIFORNICA - CHUPAROSA	159	5 GAL	CAN FULL
	LARREA TRIDENTATA - CREOSOTE BUSH	54	5 GAL	CAN FULL
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUAN SAGE	104	5 GAL	CAN FULL
	SIMMONDSIA CHINENSIS - JOJOBA	149	5 GAL	CAN FULL
	SPHAERALCEA AMBIGUA - GLOBE MALLOW	185	5 GAL	CAN FULL
ACCENTS				
	AGAVE AMERICANA - AMERICAN AGAVE	11	5 GAL	CAN FULL
	AGAVE PARRII - PARRY'S AGAVE	41	5 GAL	CAN FULL
	ASCLEPIUS SUBULATA - DESERT MILKWEED	21	5 GAL	CAN FULL
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS	177	5 GAL	CAN FULL
	DASYLIRION WHEELERI - DESERT SPOON	58	5 GAL	CAN FULL
	HESPERALOE PARVIFLORA 'PERPA' - 'BRAKELIGHTS' RED YUCCA	35	5 GAL	CAN FULL
	MUHLENBERGIA RIGENS - DEER GRASS	52	5 GAL	CAN FULL
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR	10	5 GAL	2 PADS MIN.
	FOUQUIERIA SPLENDENS - OCOTILLO	6	8-10 CANES	BARE ROOT
GROUND COVERS				
	AMBROSIA DELTOIDEA - TRIANGLELEAF BURSAGE	118	5 GAL	CAN FULL
	BAILEYA MULTIRADIATA - DESERT MARIGOLD	82	5 GAL	CAN FULL
	EREMOPHILA GLABRA HYBRID - 'OUTBACK SUNRISE'	94	5 GAL	CAN FULL
	ACACIA REDOLENS - TRAILING ACACIA	149	5 GAL	CAN FULL
	DECOMPOSED GRANITE - COLOR T.B.D. BY OWNER - MINIMUM 2" DEPTH	136,671 SQ.FT.		

KEY MAP



VICINITY MAP



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PHONE: (602) 997-9093

Expires: 03-31-2023

COVER SHEET

NORTH COPPER CANYON - PARCEL 2.1

N. 183RD AVENUE & W. DEER VALLEY ROAD
SURPRISE, AZ

These drawings, as legal instruments of professional services are, and shall remain the property of the landscape architect.

These drawings shall not be used on other projects or for additions to this project except by written agreement from the landscape architect.

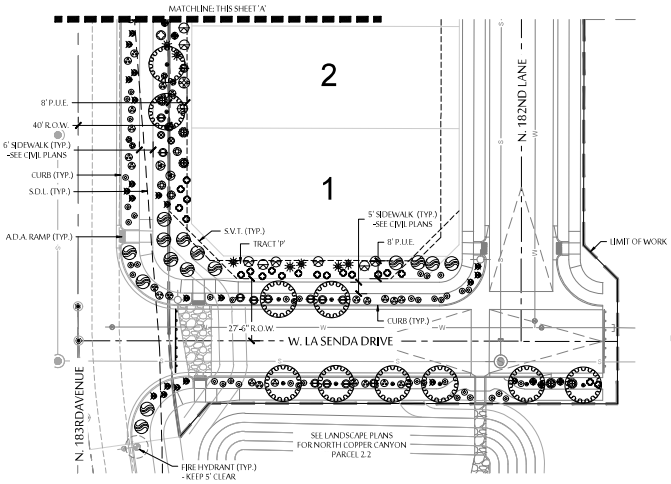
JOB NO. 20-26
DATE: 05-13-21
DRAWN BY: FRN, BD
CHECKED BY: NA

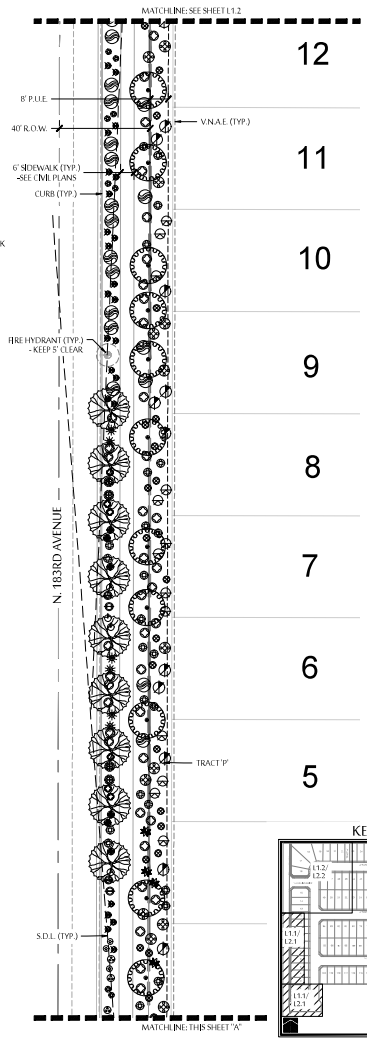
REVISIONS:

CASE NUMBER: FS21-124

SHEET NO.
L0.1

1 OF 14





PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA ANEURA - MULGA
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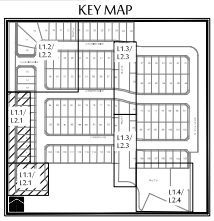

SCALE: 1"=20'-0"

0' 10' 20' 40' 60'

NORTH

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Expires: 03-31-2023

PLANTING PLAN

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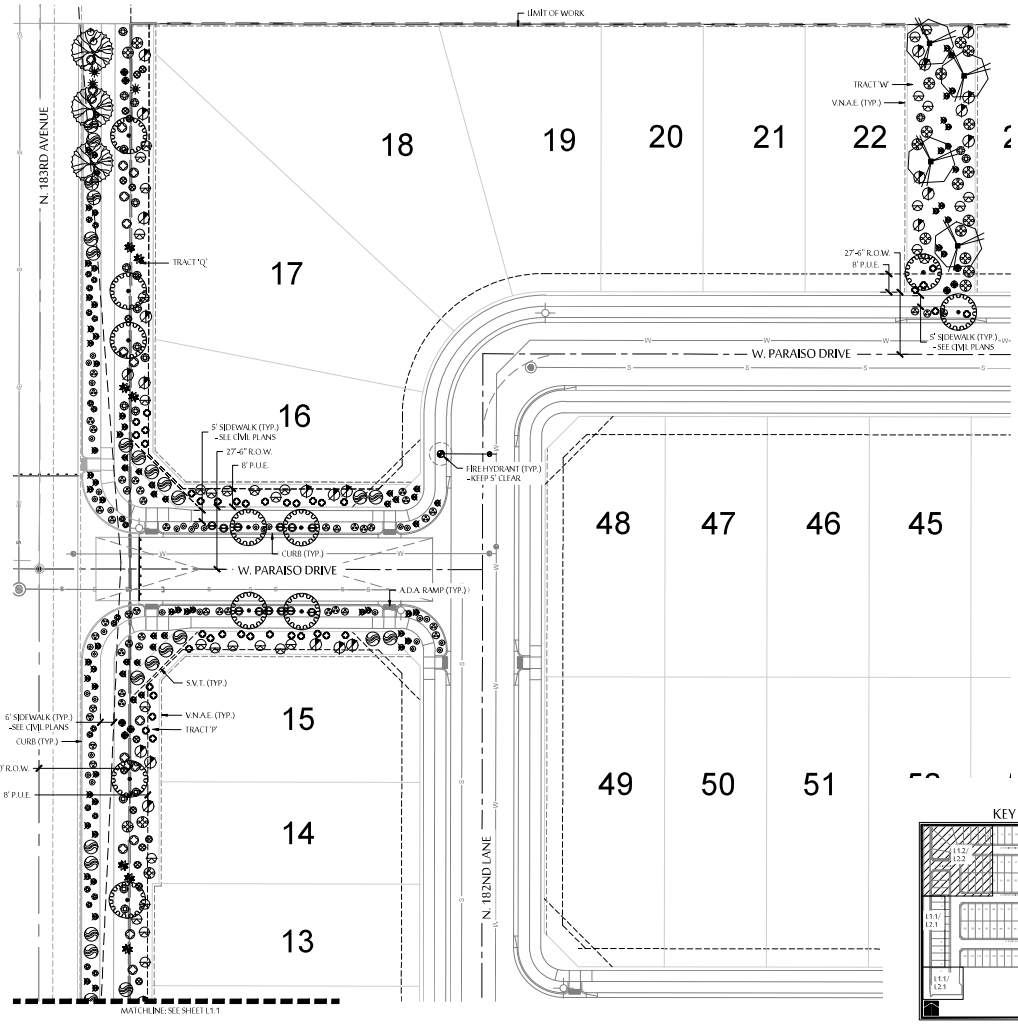

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	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUAN SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
	SPHAERALCEA AMBIGUA - GLOBE MALLOW
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	AGAVE PARRII - PARRY'S AGAVE
	ASCLEPIUS SUBULATA - DESERT MILKWEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	HESPERALOE PARVIFLORA 'PERPA' - 'BRAKELIGHTS' RED YUCCA
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	FOUQUIERIA SPLENDENS - OCOTILLO
GROUND COVERS	
	AMBROSIA DELTOIDEA - TRIANGLELEAF BURSAGE
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
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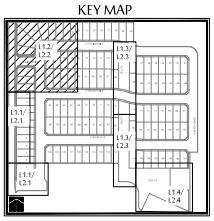
	ACACIA REDOLENS - TRAILING ACACIA
	DECOMPOSED GRANITE - COLOR T.B.D. BY OWNER - MINIMUM 2" DEPTH

KEY MAP



SCALE: 1"=20'-0"

0' 10' 20' 40' 60'

NORTH

MCGOUGH ADAMSON
Landscape Architects
Land Planning
Irrigation

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

Expires: 03-31-2023

PLANTING PLAN

NORTH COPPER CANYON - PARCEL 2.1

N. 183RD AVENUE & W. DEER VALLEY ROAD
SURPRISE, AZ

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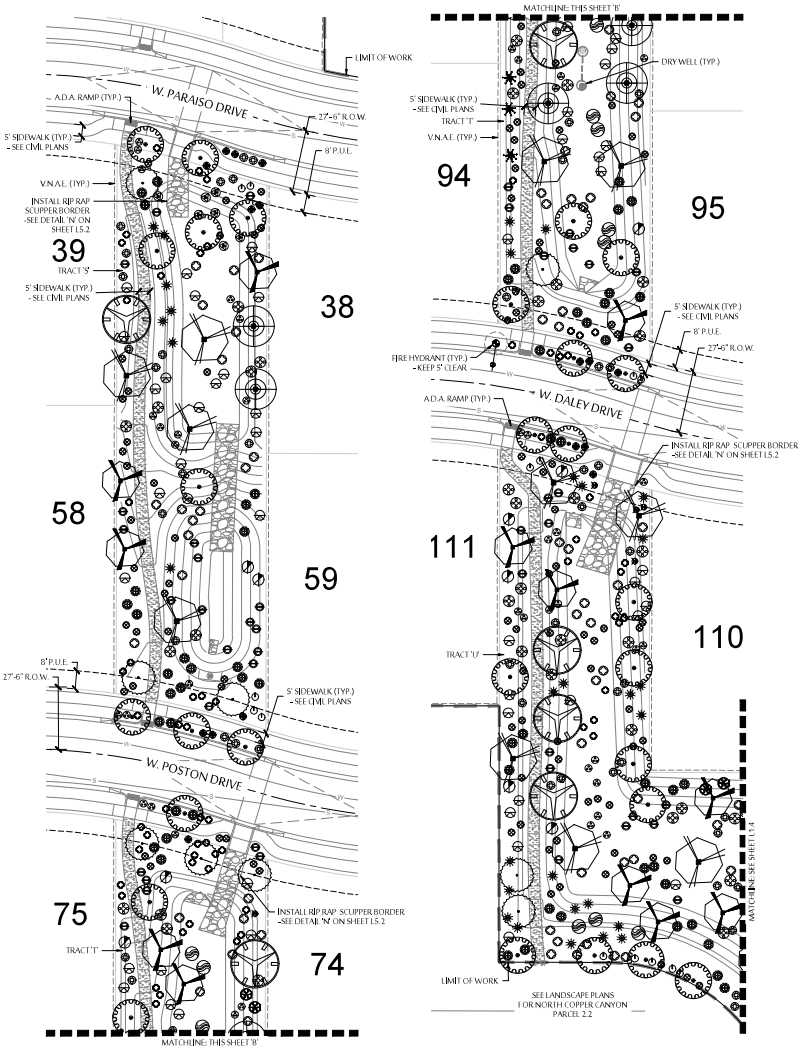
CHECKED BY: NA

REVISIONS:

CASE NUMBER: FS21-124

SHEET NO. L1.2

3 OF 14



PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA ANEURA - 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/R.O.W. TREE THAT IS TO BE INSTALLED WITH DEEP ROOT BARRIERS.
SHRUBS	
	CALLIANDRA ERIOPHYLLA - NATIVE FAIRY DUSTER
	ENCELIA FARINOSA - BRITTLEBUSH
	HYPTIS EMORYI - DESERT LAVENDER
	JUSTICIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
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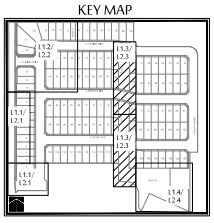

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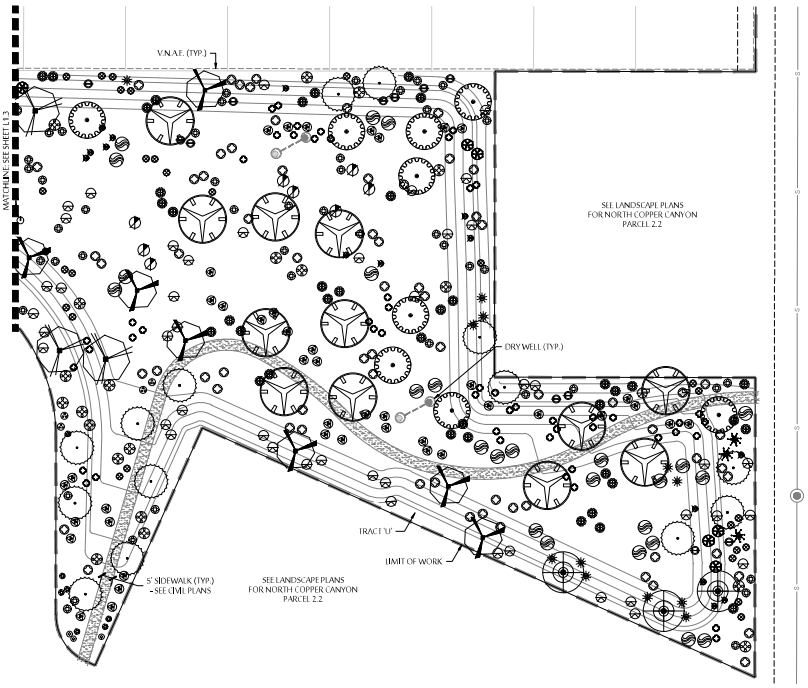

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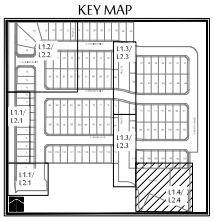

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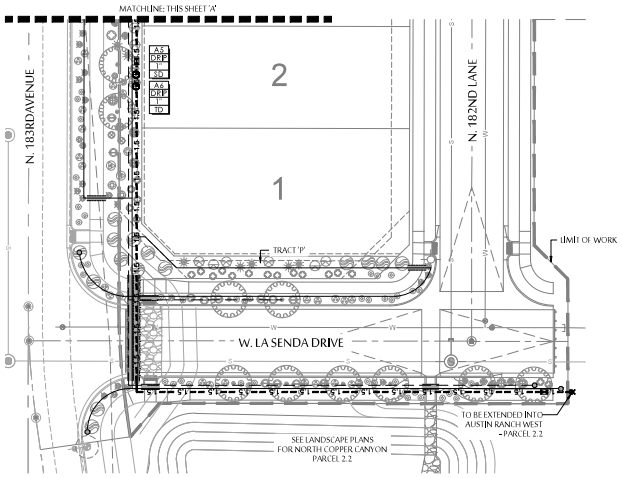

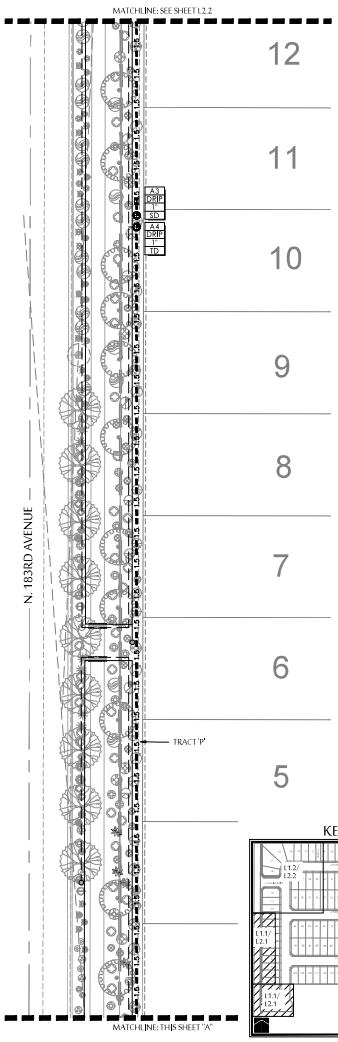

IRRIGATION SCHEDULE

SYMBOL	SPECIFICATION
M	WATER METER - SIZE PER PLANS; COORDINATE LOCATION AND INSTALLATION W/OWNER'S REPRESENTATIVE OF METER. SEE CIVIL PLANS FOR EXACT LOCATIONS.
	FEBCO 825YA REDUCED PRESSURE BACKFLOW PREVENTOR - INSTALLED AS PART OF NORTH COPPER CANYON PARCEL 3.2
F	GRISWOLD 2000 SERIES MASTER VALVE (#2160 - 1.0", NORMALLY OPEN VALVE) AND IRRITROL FLOW SENSOR (FS-B100)
A	IRRITROL AUTOMATIC IRRIGATION CONTROLLER MC-36E (WALL MOUNT) - ADD CLIMATE LOGIC WEATHER STATION (CL-100-WIRELESS).
B	IRRITROL AUTOMATIC IRRIGATION CONTROLLER MC-4E (WALL MOUNT) - ADD CLIMATE LOGIC WEATHER STATION (CL-100-WIRELESS).
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-----	PVC LATERAL (TREES) - CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR TREE/EMITTER APPLICATION
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	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.
A1 DRIP 1" SD	CONTROLLER AND STATION. FLOW - GALLONS PER MINUTE (SEE PIPE SIZING SCH.) VALVE SIZE VALVE I.D. - SD=SHRUB DRIP, TD=TREE DRIP

SEE SHEET L4.3 FOR ALL IRRIGATION DETAILS

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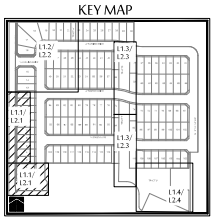
KEY MAP



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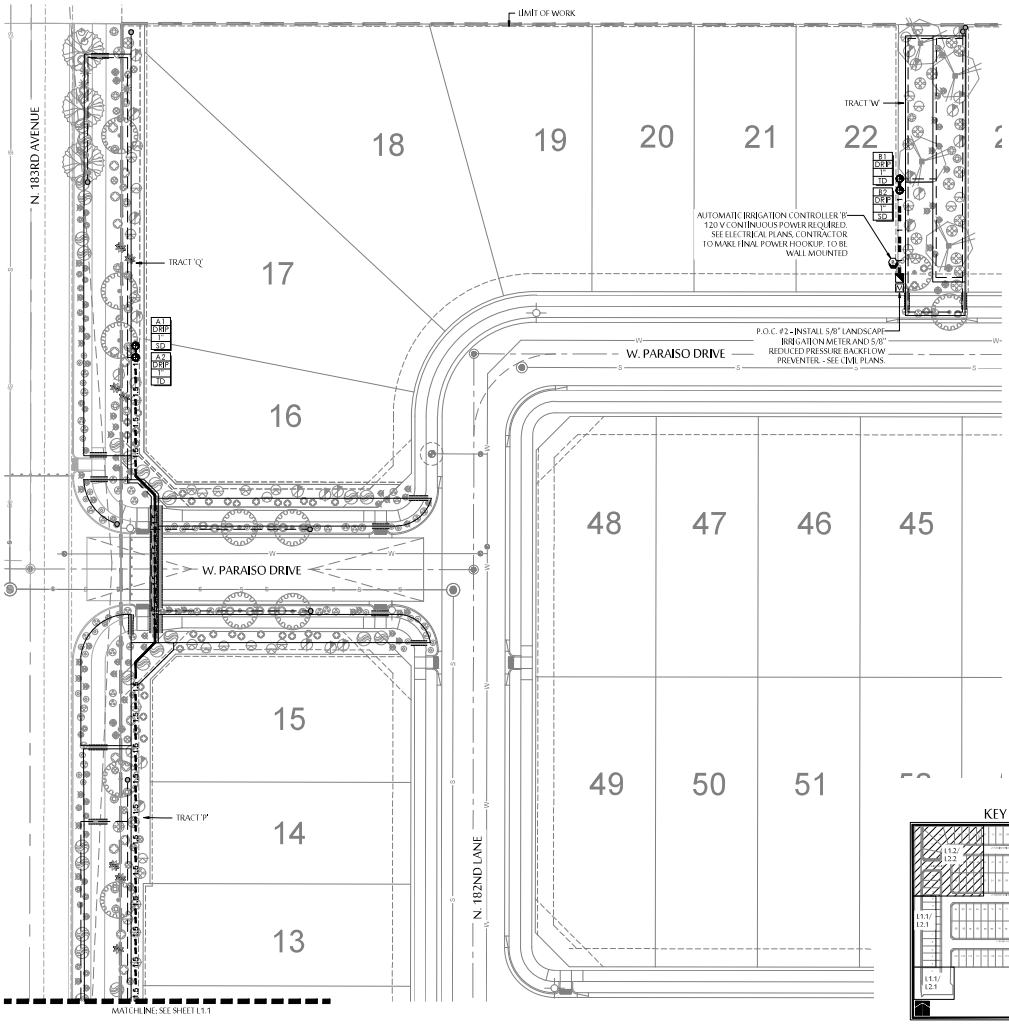

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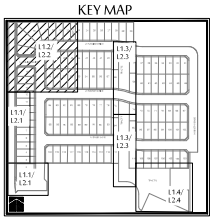

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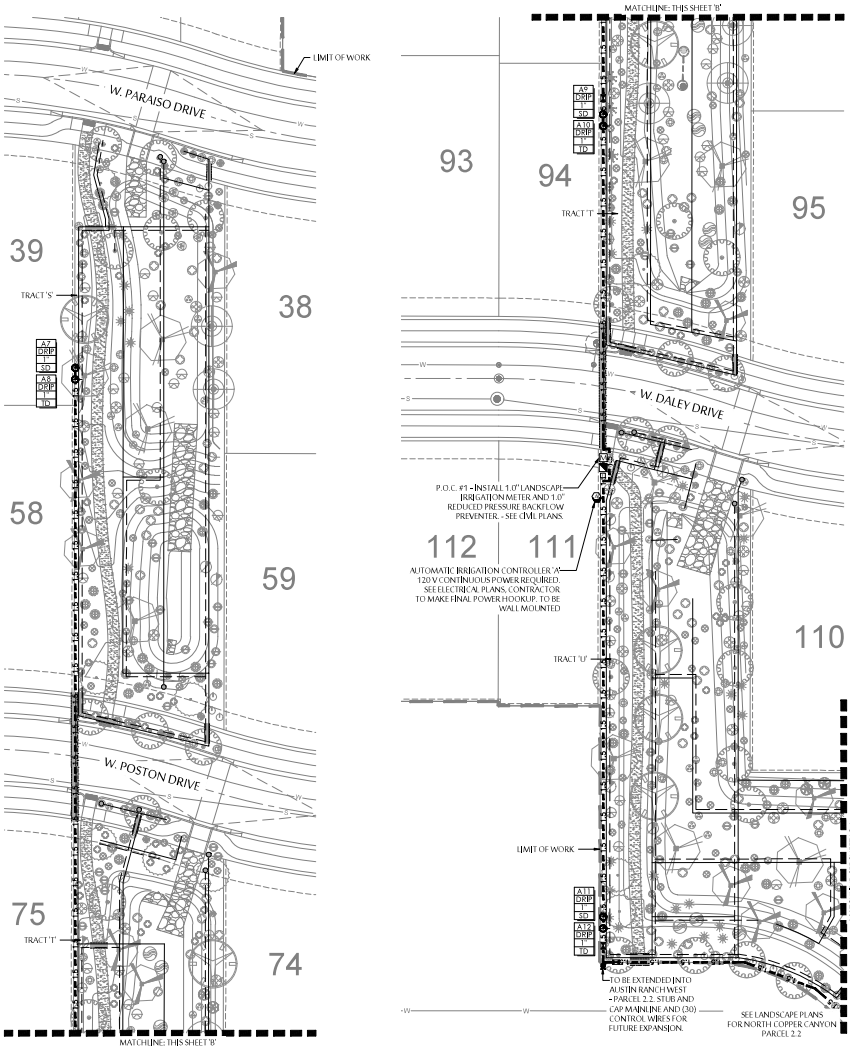

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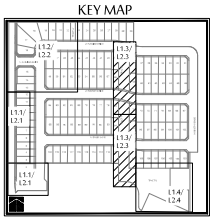

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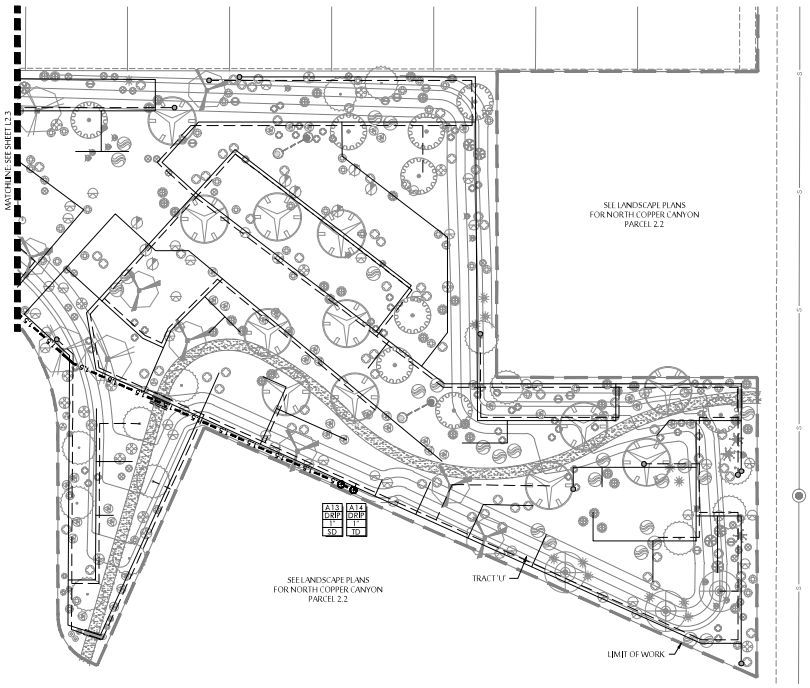

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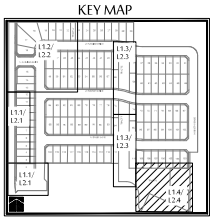

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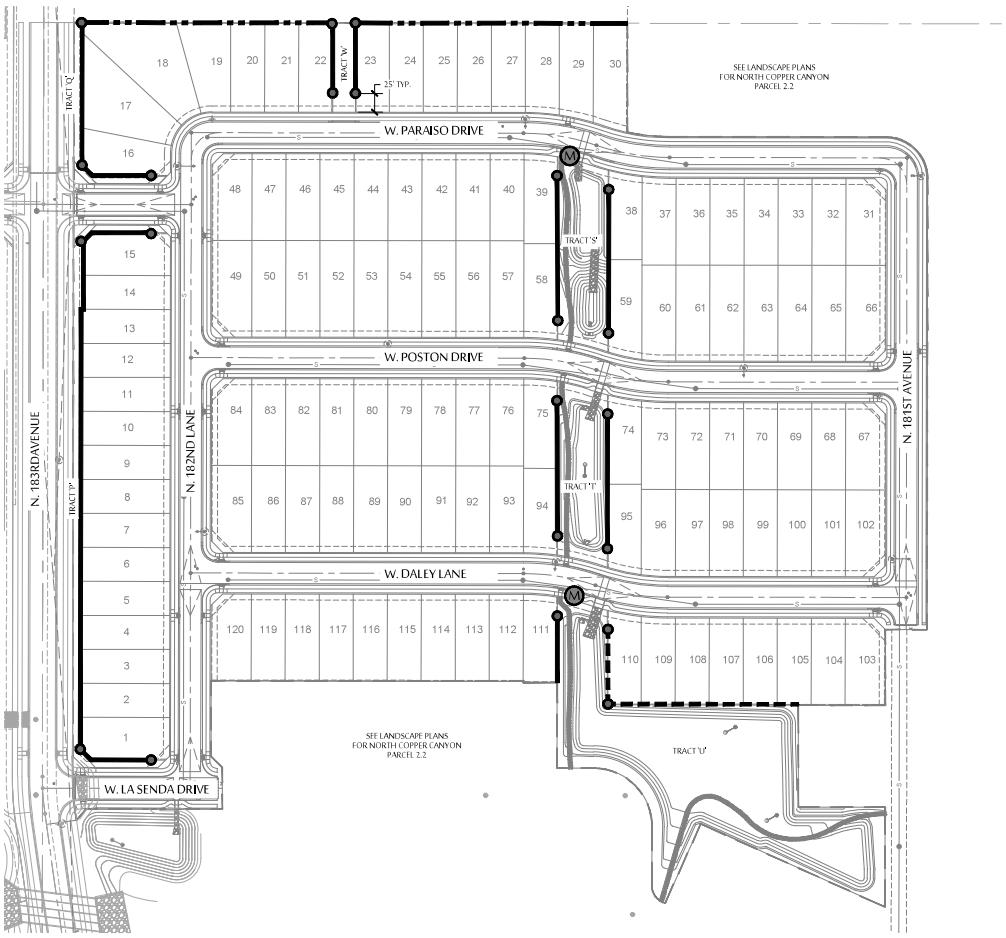

WALL PLAN LEGEND

- 6' HT. THEME WALL (= 2,168 LF) - SEE DETAIL 'A' ON SHEET L4.1.
- PARTIAL VIEW WALL (= 351 LF) - SEE DETAIL 'C' ON SHEET L4.1.
- BUILDER WALL (= 692 LF) - 4" BUILDER/DOOLEY WALL MATCH THEME WALL.
- PROJECT THEME COLUMNS (22 TOTAL) - SEE DETAIL 'B' ON SHEET L4.1.
- COMMUNITY MAILBOX CLUSTER - SEE DETAILS 'D' & 'G' ON SHEET L4.1

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 BID 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 VISIBILITY 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 VISIBILITY TRIANGLE EASEMENTS ARE PRESENT. CONTRACTOR TO INSTALL 6"X6" CONCRETE HEADER FROM THE FRONT OF THE COLUMN (OR END OF 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.

NOTE: THE P.U.E. SHALL BE OUTSIDE OF ANY LOT FENCE WALL.

SCALE: 1"=60'-0"

0' 30' 60' 120' 180'

NORTH

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Expires 03-31-2023

NORTH COPPER CANYON - PARCEL 2.1

N. 183RD AVENUE & W. DEER VALLEY ROAD
SURPRISE, AZ

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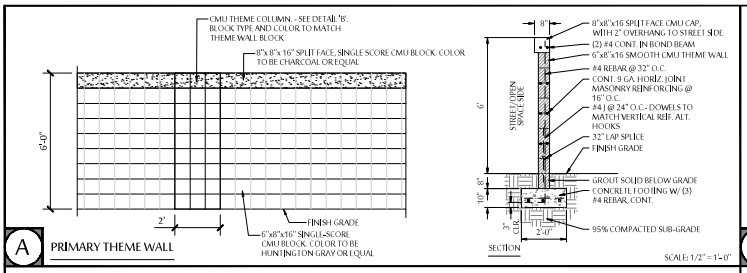
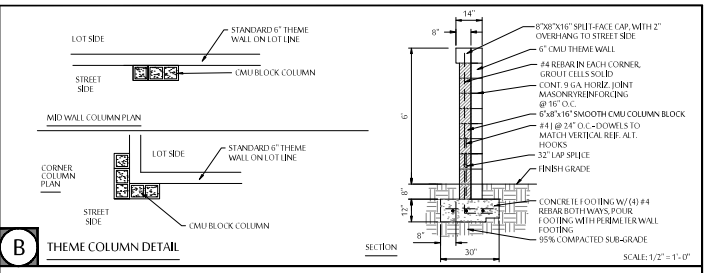
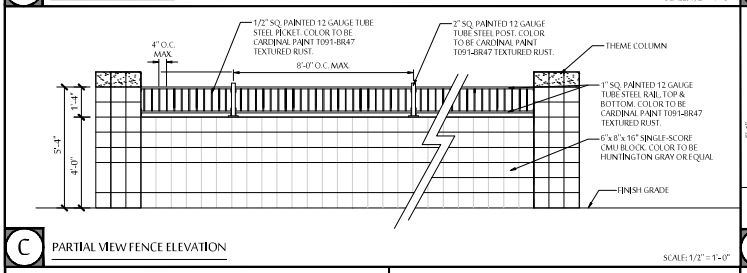
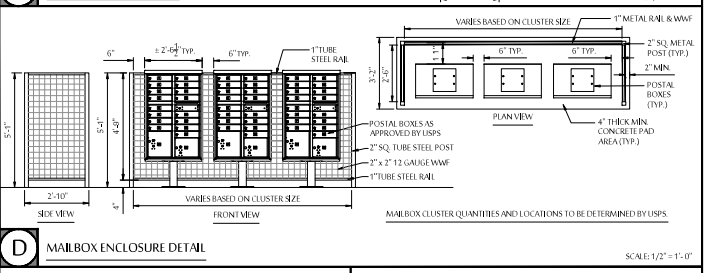
CHECKED BY:	NA
REVISIONS:	
CASE NUMBER:	FS21-124

SHEET NO.
L3.1
10 OF 14









E NOT USED — SCALE: NTS

F NOT USED — SCALE: NTS

G AMENITIES SCHEDULE — SCALE: NTS

MAILBOXES

MANUFACTURER: FLORENCE MANUFACTURING CO. CONTACT: EXTERIOR SYSTEMS (480) 990-3909
PRODUCT# VITAL SERIES CLUSTER BOX UNITS
COLOR: SILVER SPECK
- SEE DETAIL 'D' ON SHEET L4.1

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

H NOT USED — SCALE: NTS

I NOT USED — SCALE: NTS

J NOT USED — SCALE: NTS

K NOT USED — SCALE: NTS

L NOTES — SCALE: NTS

SPECIAL NOTES (ALL DETAILS ON SHEET):

1. DETAILS FOR AESTHETIC/MATERIAL REFERENCE ONLY; STRUCTURAL DETAILS REQUIRED PRIOR TO CONSTRUCTION.

2. ALL SIGNAGE IS SHOWN FOR REFERENCE ONLY, SIGNS REQUIRE A SEPARATE SUBMITTAL AND PERMIT.

3. SHOP DRAWINGS ARE REQUIRED PRIOR TO CONSTRUCTION.

4. ALL WROUGHT IRON TO BE PAINTED WITH EPOXY PRIMER AND THEN WITH URETHANE, ELECTROSTATICALLY APPLIED. FINISH COAT AND COLOR TO MATCH SPECIFICATION.

5. ALL ALTERNATE OR EQUIVALENT SUBSTITUTIONS MUST BE APPROVED BY OWNER OR LANDSCAPE ARCHITECT.

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HARDSCAPE DETAILS

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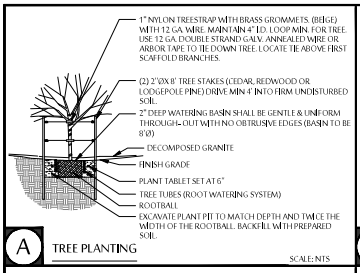
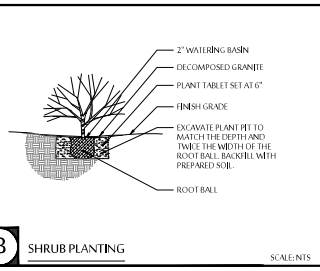
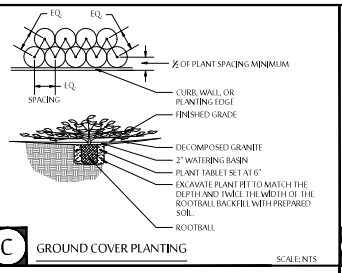


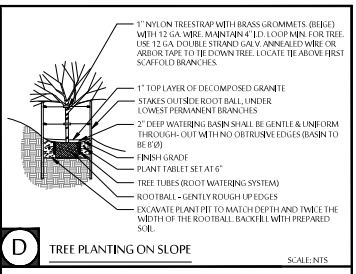
A TREE PLANTING SCALE: NTS



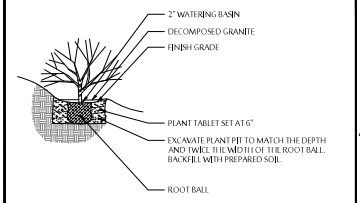
B SHRUB PLANTING SCALE: NTS



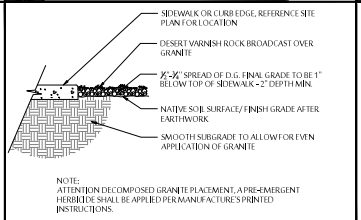
C GROUND COVER PLANTING SCALE: NTS



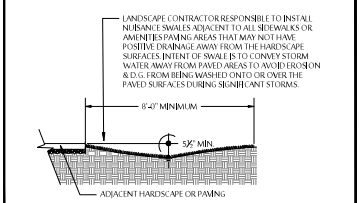
D TREE PLANTING ON SLOPE SCALE: NTS



E SHRUB PLANTING ON SLOPE SCALE: NTS



F DECOMPOSED GRANITE SCALE: NTS



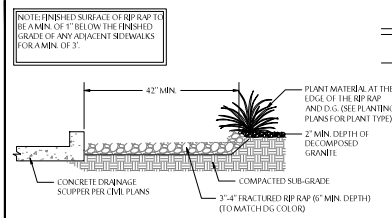
G SWALE DETAIL SCALE: NTS

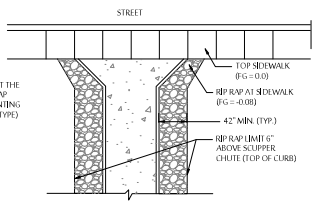
PLANT TABLET SCHEDULE FOR TREES AND SHRUBS

5 GALLON	2 TABLETS
15 GALLON	3 TABLETS
24" BOX	5 TABLETS
36" BOX	6 TABLETS
42" BOX	8 TABLETS

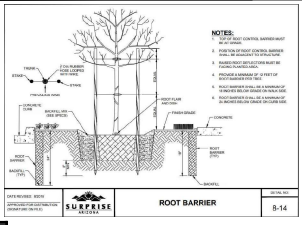
H PLANT TABLET SCHEDULE SCALE: NTS

I NOT USED SCALE: NTS





J RIP RAP SCUPPER BORDER (PROFILE) SCALE: NTS



K TREE ROOT BARRIER (C.O.S. EDS DTL 8-14) SCALE: NTS

L SCALE: NTS

M SCALE: NTS

N SCALE: NTS

O SCALE: NTS

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LANDSCAPE DETAILS

NORTH COPPER CANYON - PARCEL 2.1
N. 183RD AVENUE & W. DEER VALLEY ROAD
SURPRISE, AZ

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CHECKED BY: NA

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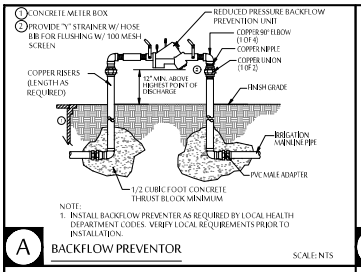
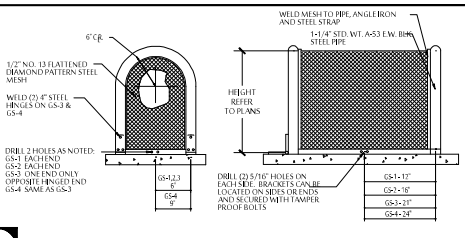
SHEET NO.
L4.2
12 OF 14



NOTE:
1. INSTALL BACKFLOW PREVENTER AS REQUIRED BY LOCAL HEALTH DEPARTMENT CODES. VERIFY LOCAL REQUIREMENTS PRIOR TO INSTALLATION.

A BACKFLOW PREVENTOR — SCALE: NTS

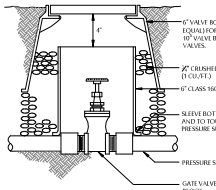


NOTES:
1. ALL WELDED AREAS SHALL BE A MINIMUM OF 1/4" BEAD EVERY 4".
2. SLEEVE ALL BACKFLOW RISERS.
3. AFTER ALL WELDING, ENTIRE UNIT SHALL BE PROCESSED WITH IRON PHOSPHATE TREATMENT.
4. ELECTROSTATIC APPLICATION OF POWDER SHALL BE FUSION BONDED - PRS-8-4003-C (TAN) OR APPROVED EQUAL.
5. ALL UNITS ALSO AVAILABLE IN 304 S.S., GS-3,5 AVAILABLE IN 304 S.S. ONLY.
6. ALL BOLTS FOR HINGES AND HASPS SHALL BE ZINC PLATED TAMPER PROOF, EXCEPT USE S.S. HARDWARE FOR S.S. UNITS.

STD. SIZES	CENTERLINE DIMENSIONS	
GS-5	12"W x 18"H x 12"L	LIFT OFF UNIT
GS-1	12"W x 24"H x 24"L	LIFT OFF UNIT
GS-2	12"W x 24"H x 32"L	LIFT OFF UNIT
GS-3	12"W x 24"H x 42"L	HINGED UNIT
GS-3.5	12"W x 30"H x 42"L	HINGED UNIT
GS-4	18"W x 30"H x 48"L	HINGED UNIT

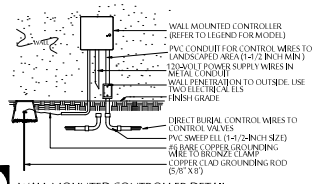
NOTE:
GS = POWDER COATED STEEL GUARD SHACK

B BACKFLOW PREVENTOR PROTECTIVE CAGE — SCALE: NTS

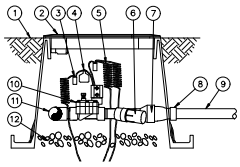


C GATE VALVE DETAIL — SCALE: NTS

NOTES: ALL ELBOWS WITHIN THE ELECTRICAL SUPPLY AND DISTRIBUTION LINES SHALL BE UL APPROVED SWEEPS.
INSTALL ALL WIRING PER LOCAL ELECTRICAL CODES.
REFER TO PRODUCT LITERATURE FOR ADDITIONAL PRODUCT REQUIREMENTS.

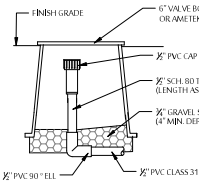


D WALL MOUNTED CONTROLLER DETAIL — SCALE: NTS

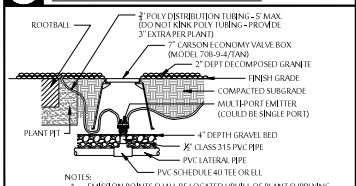


1. FINISH GRADE
2. STANDARD VALVE BOX WITH COVER
3. WATERPROOF CONNECTION
4. VALVE ID TAG
5. 30-INCH LINEAR LENGTH OF WIRE, COILED
6. FILTER SYSTEM
7. PRESSURE REGULATOR
8. PVC SCH 40 FEMALE ADAPTOR
9. LATERAL PIPE
10. REMOTE CONTROL VALVE
11. PVC SCH 40 TEE OR ELL TO MANIFOLD
12. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL

E ELECTRIC VALVE DRIP KIT ASSEMBLY — SCALE: NTS

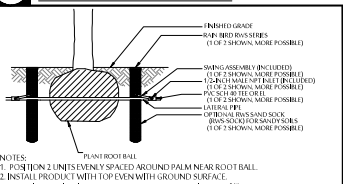


F FLUSH CAP ASSEMBLY — SCALE: NTS



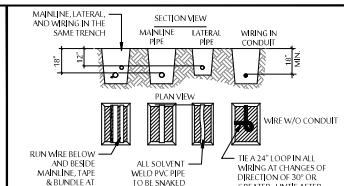
NOTES:
1. EMISSION POINTS SHALL BE LOCATED UPHILL OF PLANT SUPPLYING WATER TO ROOTBALL.
2. AT LEAST ONE EMITTER TUBE TO BE LOCATED WITHIN 4" CENTER OF PLANT.
3. SEE EMITTER SCHEDULE TO DETERMINE AMOUNT OF EMITTERS PER PLANT.

G MULTI-PORT EMITTER DETAIL — SCALE: NTS



NOTES:
1. POSITION 2 UNITS EVENLY SPACED AROUND PALM NEAR ROOT BALL.
2. INSTALL PRODUCT WITH TOP EVEN WITH GROUND SURFACE.
3. WHEN INSTALLING IN EXTREMELY HARD OR CLAY SOILS, ADD ¾" GRAVEL UNDER AND AROUND THE UNIT TO ALLOW FASTER WATER INFILTRATION AND ROOT PENETRATION.
5. ONCE RWS HAS BEEN INSTALLED FILL THE BASKET WITH PEA GRAVEL BEFORE LOCKING LID.

H TREE TUBE-ROOT WATERING DETAIL — SCALE: NTS



NOTES:
1. SLEEVE BELOW ALL HARDSCAPE ELEMENTS WITH CLASS 200 PVC, TWICE THE DIAMETER OF THE PIPE OR WIRE BUNDLE WITHIN.

I TRENCHING DETAIL — SCALE: NTS

PLANT CLASSIFICATION	EMITTER	COMMENTS
TREES	RAINBIRD RWS-B-C-1401	(2) PER TREE
SHRUBS/SPOONS GRASSES	RAINBIRD XBT-20-06	(1) PORT PER PLANT
AGAVE SPECIES	RAINBIRD XBT-10-06	(1) PORT PER AGAVE
OCOTILLOS	RAINBIRD XBT-10-06	(1) PORT PER OCOTILLO

* ALL MULTI-PORT EMITTERS TO BE INSTALLED IN 6" ECONOMY BOXES.
* MAXIMUM ¾" POLY TUBE RUN TO BE 5' IN LENGTH.
* CACTUS SPECIES ARE TO RECEIVE NO PERMANENT IRRIGATION.

J EMITTER SCHEDULE — SCALE: NTS

SLEEVING SCHEDULE

ALL PIPE SLEEVES TO BE SCH. 40 PVC AND SHALL BE INSTALLED WITH A MINIMUM OFF-SET AT THE JOINTS TO PERMIT EASY INSTALLATION AND REMOVAL OF IRRIGATION LINES. ALL PLASTIC LINES SHALL BE INSTALLED IN SLEEVES UNDER PAVED AREAS. SLEEVES SHALL EXTEND AT LEAST 12" BEYOND THE EDGES OF THE PAVEMENT. SIZE OF SLEEVES SHALL BE AS SHOWN BELOW:

PIPE SIZE	MIN. SLEEVE SIZE
¾"	2"
1"	2-1/2"
1", 1-1/4", 1-1/2"	3"
2", 2-1/2"	4"
3" & 4"	6"

K SLEEVING SCHEDULE

PIPE SIZE	FLOW (GPM)
¾"	0-5
¾"	6-10
1"	11-15
1-1/4"	16-25
1-1/2"	26-35
2"	36-60
2-1/2"	61-80
3"	81-120
4"	121-200

ALL VALVE BOXES TO BE CARSON, AMETEK, OR EQUAL. ALL ¾" LATERAL PIPE TO BE CLASS 315. ALL LATERAL PIPE ABOVE ¾" TO BE MIN. CLASS 200. ALL MAINLINE PIPE 4" AND LARGER TO BE A MINIMUM CLASS 200 RINGTITE PIPE. MAINLINE PIPE LESS THAN 4" TO BE MINIMUM SCH. 40 PVC.

L PIPE SIZING SCHEDULE — SCALE: NTS

M NOT USED — SCALE: NTS

N NOT USED — SCALE: NTS

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IRRIGATION DETAILS

NORTH COPPER CANYON - PARCEL 2.1
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SURPRISE, AZ

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REVISIONS:

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SHEET NO.
L4.3

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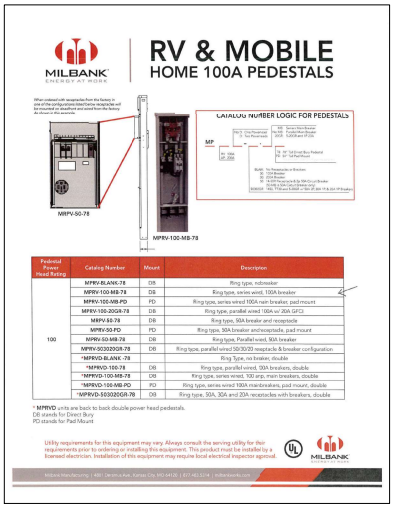

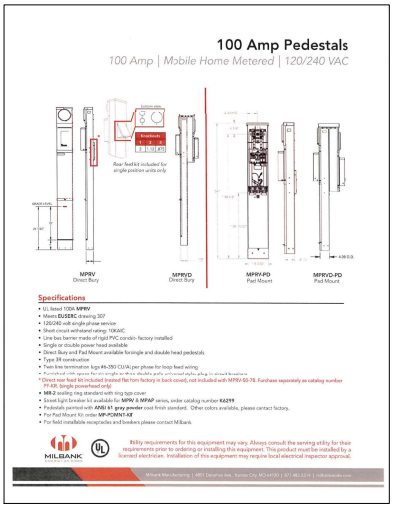

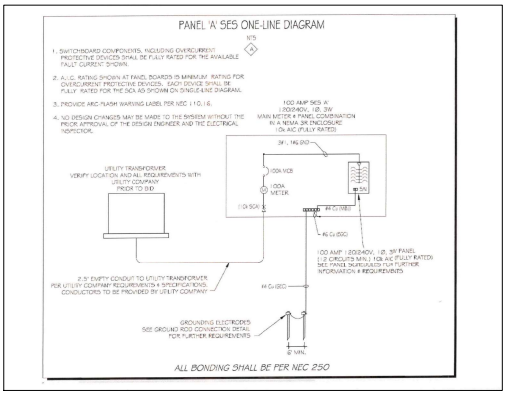

NOTE: ELECTRICAL PEDESTAL SPECIFICATION AND ELECTRICAL HOOK-UP DIAGRAM ARE SHOWN ARE INFORMATIONAL USE ONLY. CONTRACTOR TO PROVIDE SHOP DRAWINGS PRIOR TO PRODUCT ORDER AND INSTALLATION. CONTRACTOR IS RESPONSIBLE FOR ALL ELECTRICAL CONNECTIONS AND POWER HOOK-UPS FROM TRANSFORMER, TO PEDESTAL, TO IRRIGATION CONTROLLER.

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PHONE: (602) 997-9093

Registered Landscape Architect
CERTIFICATE NO. 53304
STATE OF ARIZONA
Expires: 03-31-2023

SITE ELECTRICAL PEDESTAL

NORTH COPPER CANYON - PARCEL 2.1

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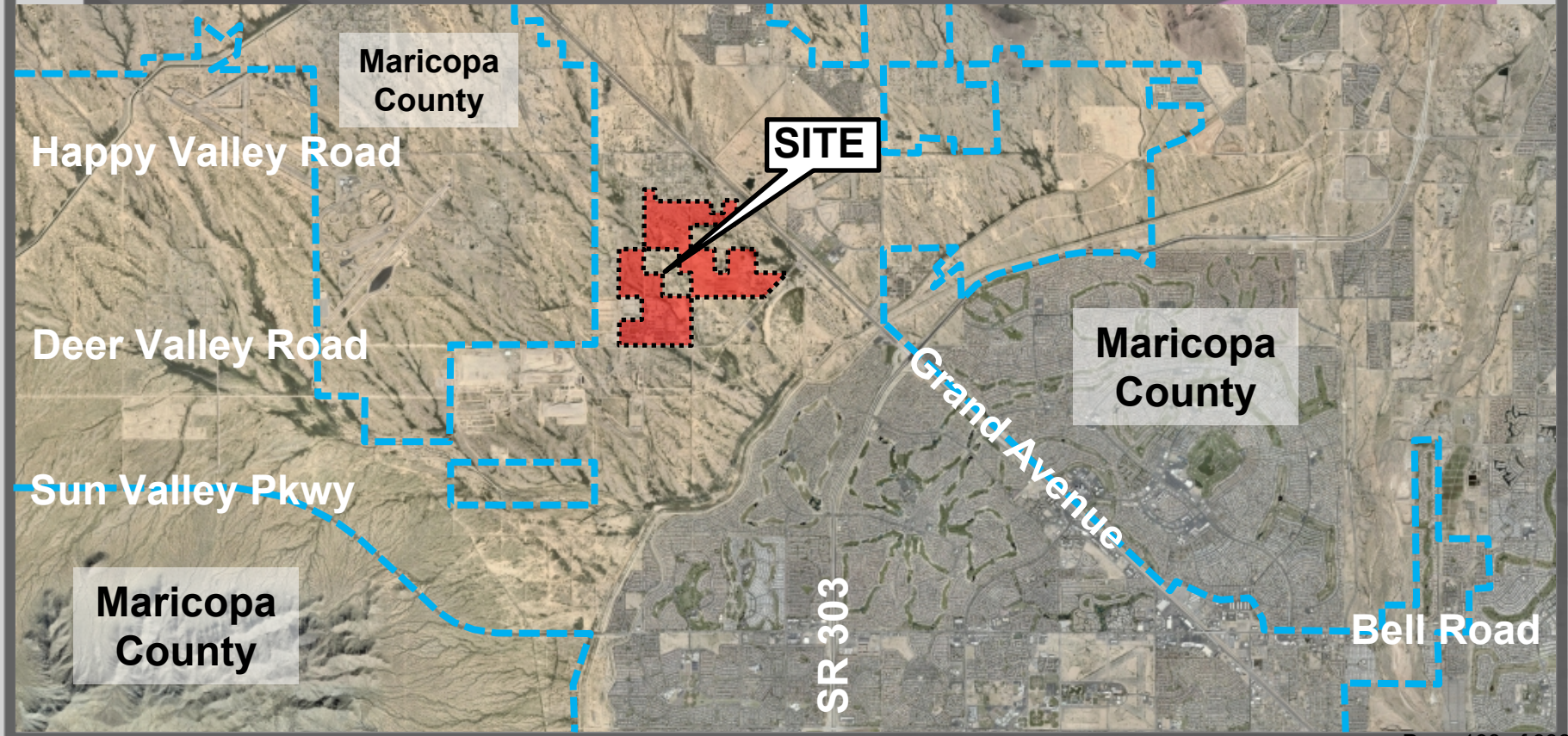
SURPRISE
ARIZONA

FS21-124
North Copper Canyon
Parcel 2.1
Final Plat and Alternative Assurance Agreement

City Council – August 17, 2021

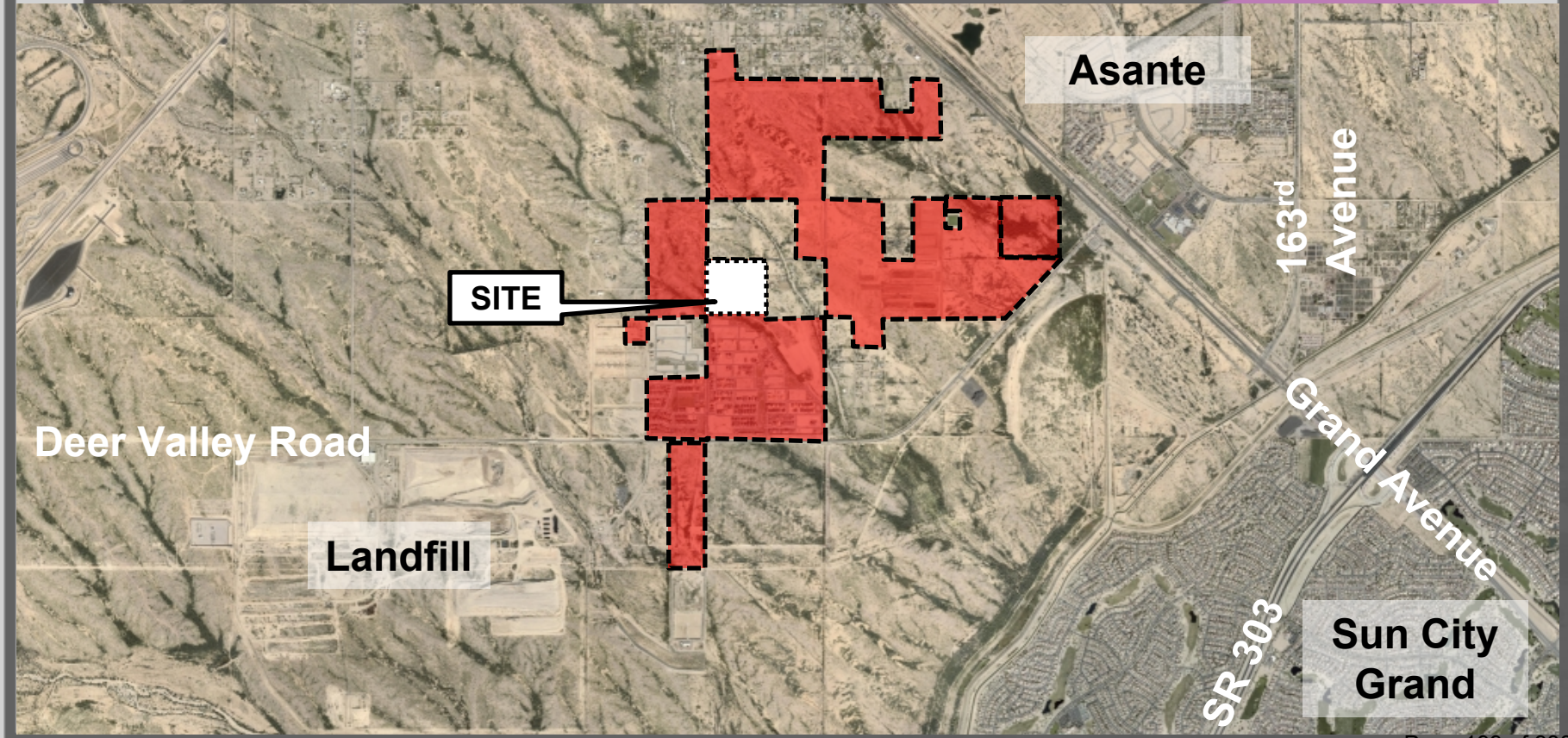
VICINITY MAP

FS21-124
North Copper Canyon 2.1



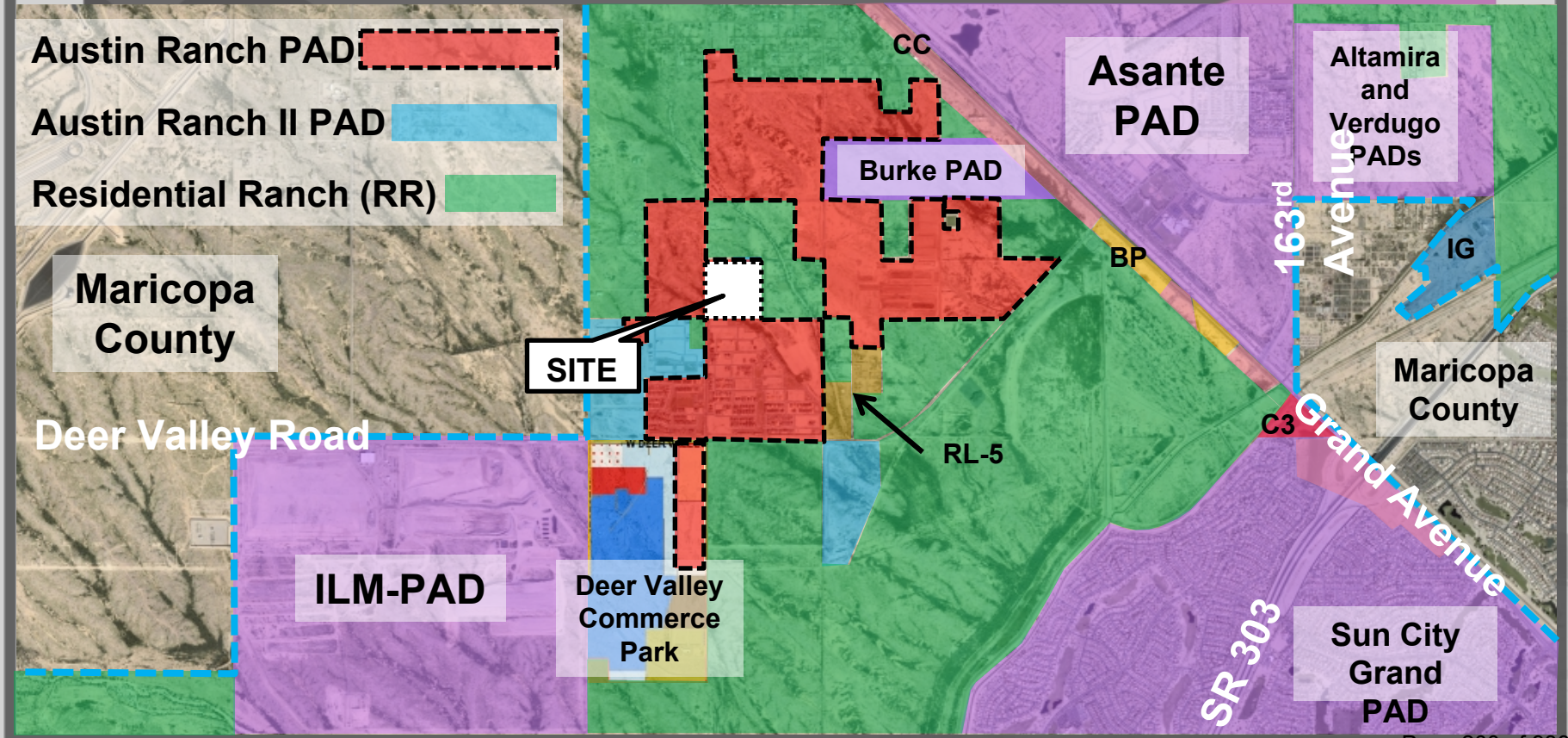
CASE MAP

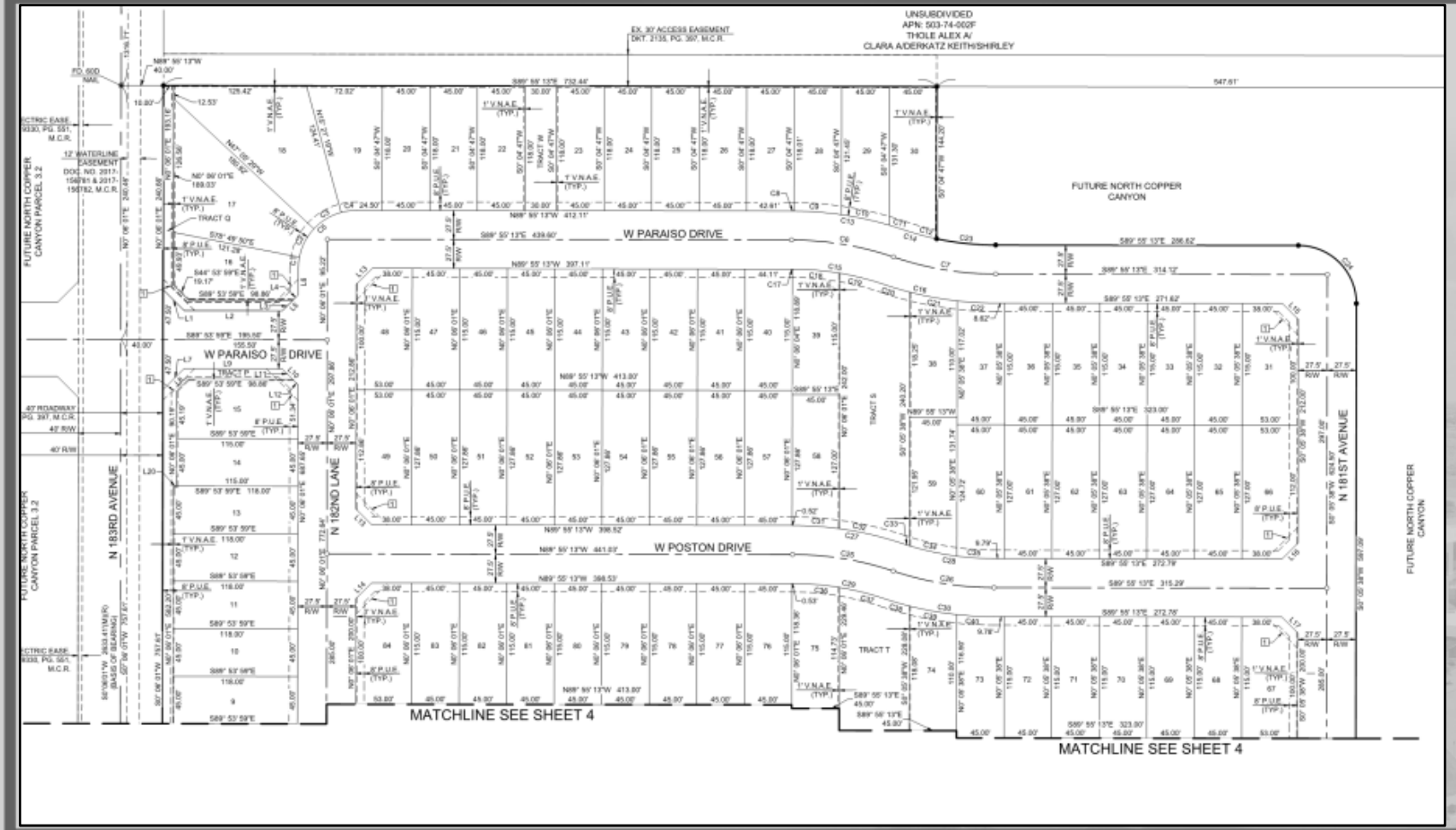
FS21-124
North Copper Canyon 2.1

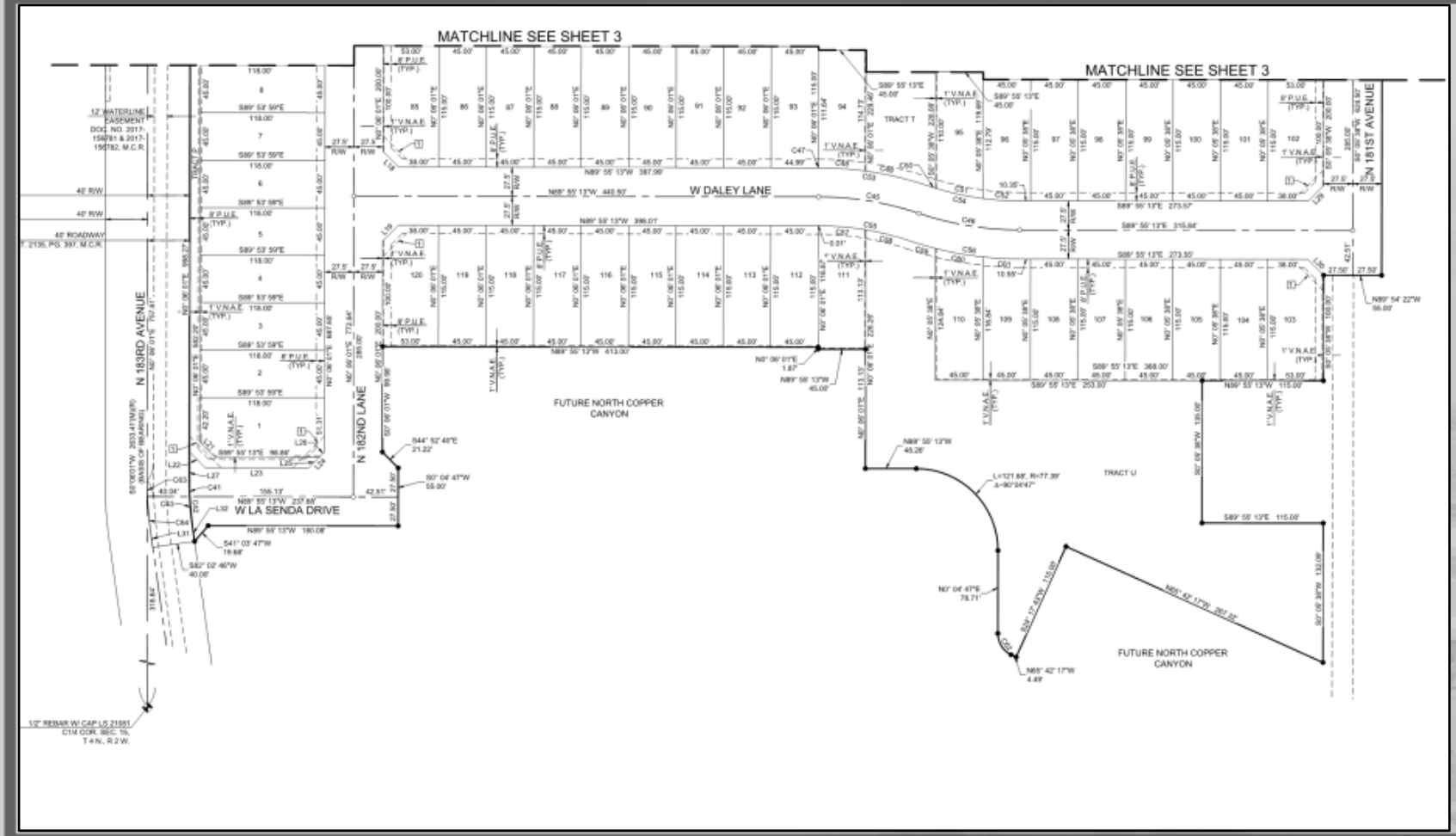


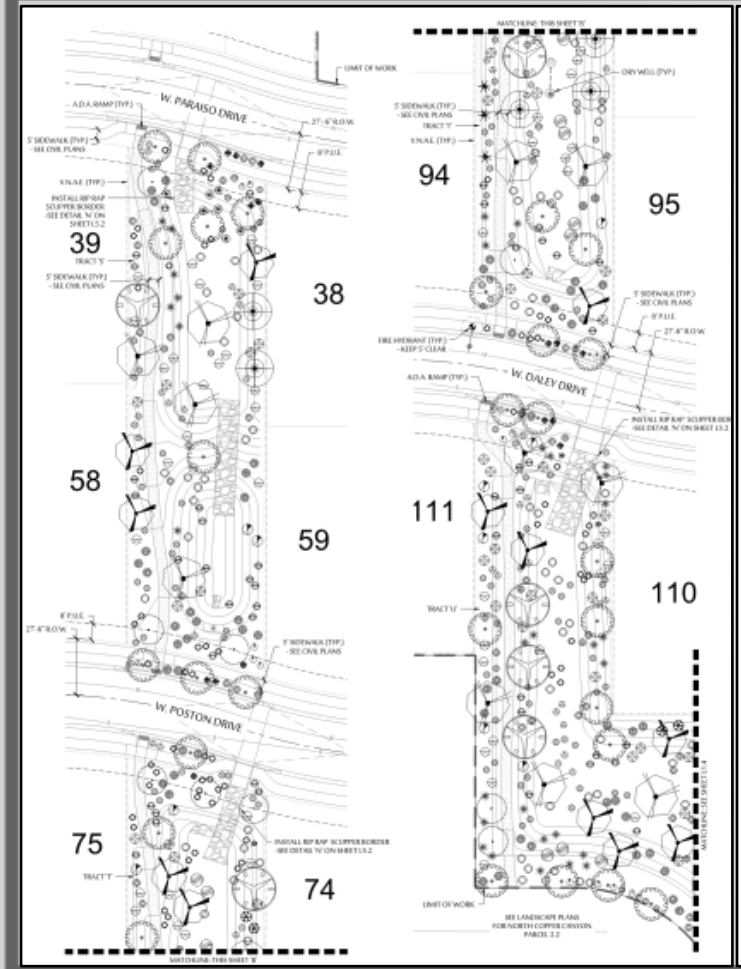
ZONING MAP

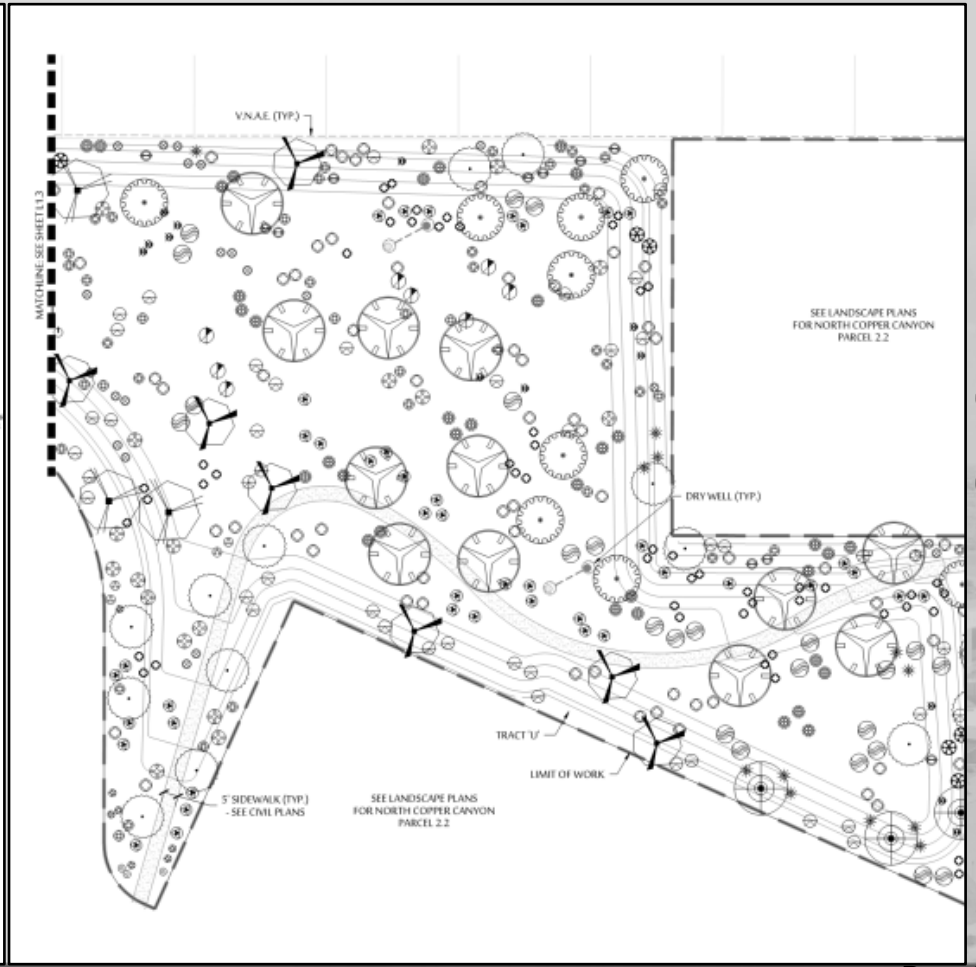
FS21-124
North Copper Canyon 2.1



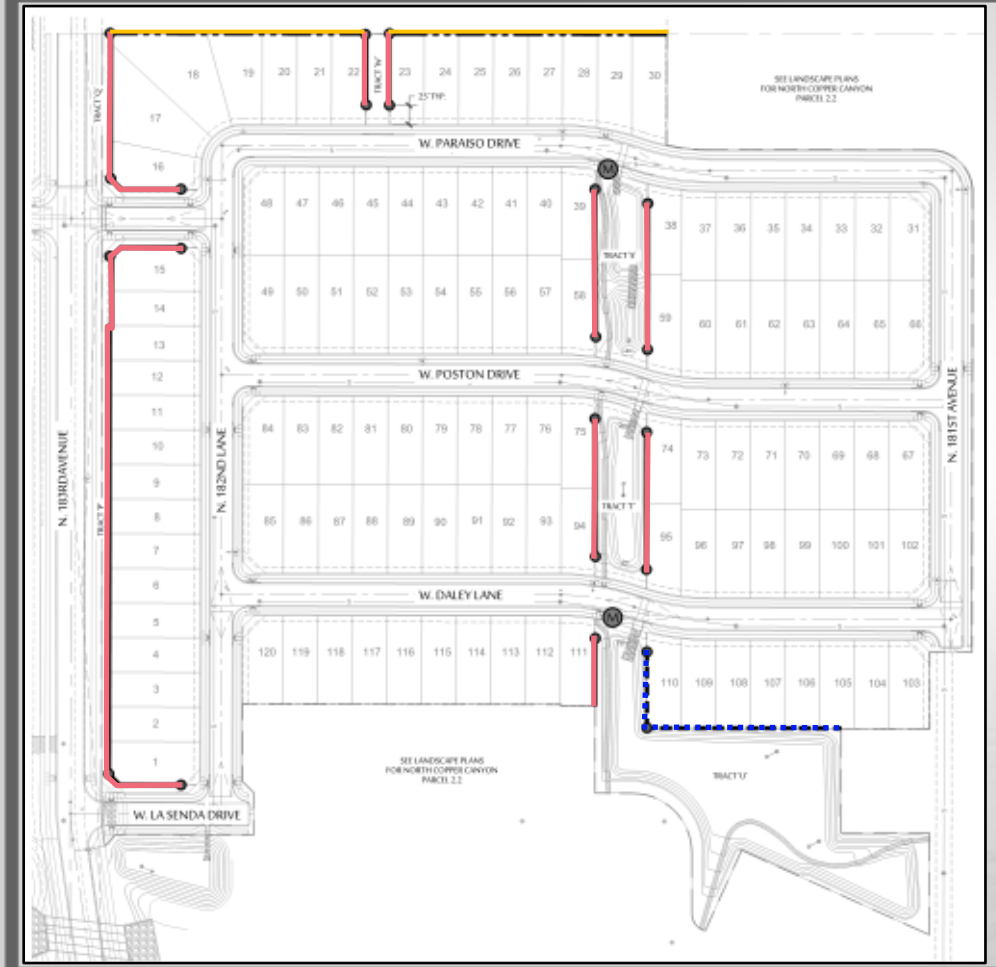

FINAL PLAT
W PARAISO DRIVE
W POSTON DRIVE
N 183RD AVENUE
N 182ND LANE
N 181ST AVENUE
FUTURE NORTH COPPER CANYON
MATCHLINE SEE SHEET 4
MATCHLINE SEE SHEET 4

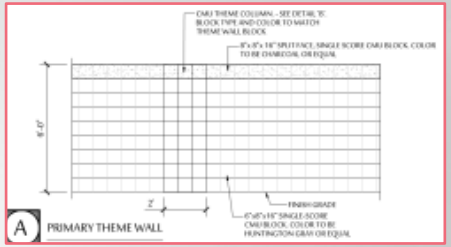

MATCHLINE SEE SHEET 3
MATCHLINE SEE SHEET 3
W DALEY LANE
W LA SENDA DRIVE
N 183RD AVENUE
N 182ND LANE
N 181ST AVENUE
FUTURE NORTH COPPER CANYON
FUTURE NORTH COPPER CANYON
TRACT T
TRACT U
12' WATERLINE EASEMENT DOC. NO. 2017-156781 & 2017-156782, M.C.R.
40' R/W
40' R/W
40' ROADWAY 2135, PG. 397, M.C.R.
1/2" REBAR W/ CAP LS 21881 C1/4 COR. SEC. 19, T 4 N., R 2 W.
FINAL PLAT

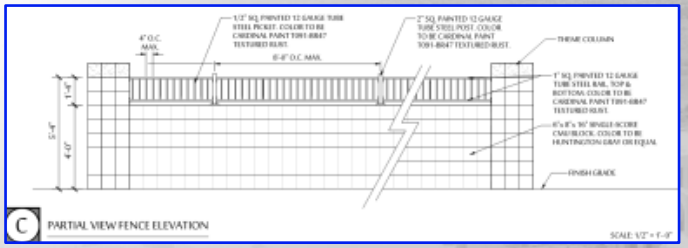

W. PARAISO DRIVE
W. DALEY DRIVE
W. POSTON DRIVE
LIMIT OF WORK
A.D.A. RAMP (TYP.)
5' SIDEWALK (TYP.) - SEE CIVIL PLANS
V.N.A.E. (TYP.)
INSTALL RIP RAP SCUPPER BORDER -SEE DETAIL 'N' ON SHEET L5.2
TRACT 'S'
TRACT 'T'
TRACT 'U'
DRY WELL (TYP.)
FIRE HYDRANT (TYP.) - KEEP 5' CLEAR
8' P.U.E.
27'-6" R.O.W.
MATCHLINE: THIS SHEET 'E'
MATCHLINE: THIS SHEET 'B'
MATCHLINE: SEE SHEET L1.4
SEE LANDSCAPE PLANS FOR NORTH COPPER CANYON PARCEL 2.2
39
38
58
59
75
74
94
95
111
110


MATCHLINE: SEE SHEET L1.3
V.N.A.E. (TYP.)
SEE LANDSCAPE PLANS FOR NORTH COPPER CANYON PARCEL 2.2
DRY WELL (TYP.)
TRACT 'U'
LIMIT OF WORK
5' SIDEWALK (TYP.) - SEE CIVIL PLANS
SEE LANDSCAPE PLANS FOR NORTH COPPER CANYON PARCEL 2.2

LANDSCAPE

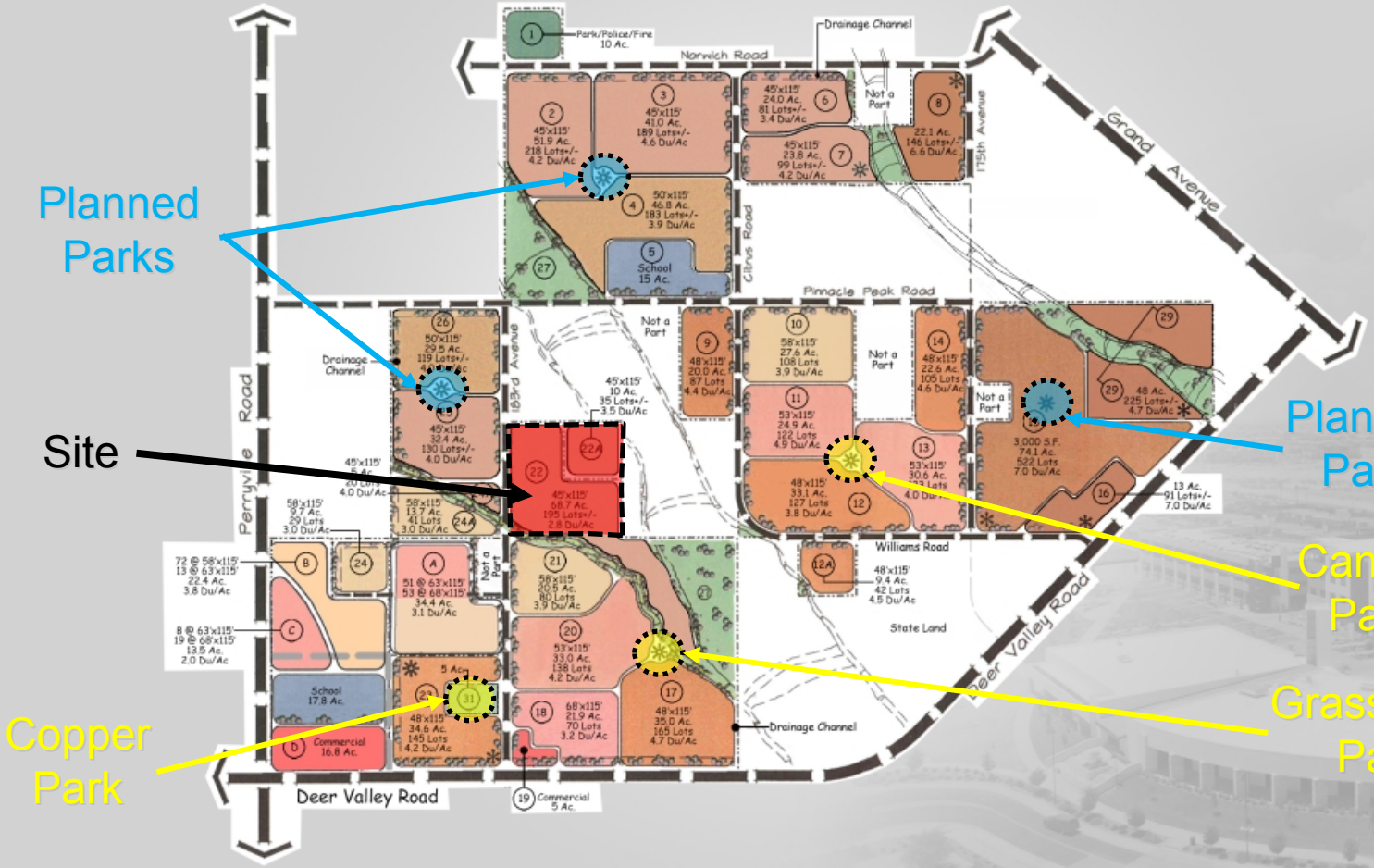

W. PARAISO DRIVE
W. POSTON DRIVE
W. DALEY LANE
W. LA SENDA DRIVE
N. 183RD AVENUE
N. 182ND LANE
N. 181ST AVENUE
TRACT 'V'
TRACT 'T'
TRACT 'U'
SEE LANDSCAPE PLANS FOR NORTH COPPER CANYON PARCEL 2.2
25' TYP.


A
PRIMARY THEME WALL


C
PARTIAL VIEW FENCE ELEVATION

WALLS

OPEN SPACE


Planned Parks
Site
Copper Park
Planned Park
Canyon Park
Grasslands Park
Park/Police/Fire 10 Ac.
Norwich Road
Drainage Channel
Not a Part
Grand Avenue
175th Avenue
Citrus Road
Pinnacle Peak Road
183rd Avenue
Perryville Road
Williams Road
State Land
Deer Valley Road
School 15 Ac.
School 17.8 Ac.
Commercial 16.8 Ac.
Commercial 5 Ac.
3,000 S.F.
74.1 Ac.
522 Lots
7.0 Du/Ac

EXISTING



OPEN SPACE

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

NORTH COPPER CANYON PARCEL 2.1
ALTERNATIVE ASSURANCE AGREEMENT

This North Copper Canyon Parcel 2.1 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 2.1, Grading and Drainage Plans

   North Copper Canyon Parcel 2.1, Sewer Plans

   North Copper Canyon Parcel 2.1, Water Plans

   North Copper Canyon Parcel 2.1, Paving Plans

   North Copper Canyon Parcel 2.1, Landscape Plans

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

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

GENERAL TERMS AND CONDITIONS

6. Subdivider hereby waives and releases the City from any and all claims under A.R.S. § 12-1134, *et seq.*, including any right to compensation for reduction in the fair market value of the real property that is the subject of this Agreement (North Copper Canyon Parcel 2.1), as a result of the City's approval of this Agreement. The terms of this waiver shall run with the land and shall be binding upon all subsequent Subdividers and shall survive the expiration or other termination of this Agreement.

7. This Agreement is subject to cancellation for conflict of interest. Pursuant to A.R.S. § 38-503 and§ 38-511, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

8. The provisions of this Agreement are binding upon and shall inure to the benefit and burden of the Parties and all of their successors in interest and assigns. Subdivider shall provide the City with at least ten (10) business days' written notice in the event that title to all or any part of North Copper Canyon Parcel 2.1 is conveyed or otherwise transferred to a third party that is not related to or an affiliate of Subdivider.

9. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

10. Upon the conveyance of all or a portion of North Copper Canyon Parcel 2.1 by Subdivider or its successors-in-title or assigns and the assumption by such transferee of Subdivider's obligations under this Agreement, Subdivider or its successors-in-title or assigns, as applicable, shall be released from its liabilities and obligations under this Agreement.

11. The laws of the State of Arizona shall govern any dispute, controversy, claim or cause of action arising out of or related to this Agreement. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. Neither Party shall be entitled to recover any of its attorneys' fees or other costs from the other Party incurred in any such dispute, controversy, claim, or cause of action, but each Party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

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

CITY OF SURPRISE, an Arizona municipal corporation

By:_____

Skip Hall, Mayor

Date:_____

APPROVED AS TO FORM:

_____

City Attorney

ATTESTED:

_____

City Clerk

Subdivider: Courtland Homes, Inc., an Arizona corporation

By: _____
Alan Hamberlin

Its: President

Date: May 3, 2021

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me on May 3, 2021, by Alan Hamberlin, President of Courtland Homes, Inc., an Arizona corporation, on behalf of the corporation.

_____
Notary Public

Notary Public State of Arizona
Maricopa County
Crystal Noel
My Commission Expires 11/24/2024
Commission Number 592226

My Commission Expires:

11/24/2024

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021 Contact Person: Shirley Phan
Submitting Department: Community Development District: District 5
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, "NEC Waddell and 140th Dr" and dated May 3, 2021, an approximately 1.8 acre property generally located north of Waddell Road and east of 140th Drive.

Motion:
I move to approve the Final Plat entitled, "NEC Waddell and 140th Dr" and dated May 3, 2021.

Background:
Paul Gilbert, on behalf of LDR-NWC Waddell & Litchfield LLC, seeks approval of a Re-Plat of the subject property. The Final Plat of Frys at NWC Waddell and Litchfield was recorded under Book 705, Page 30 MCR.

Objective Analysis:
The subject request involves a Re-Plat of Lot 3, Final Plat of Frys at NWC Waddell and Litchfield. The subject Re-Plat will allow the applicant to make minor corrections to subdivide into two lots. This re-plat seeks to create commercial spaces for the overall master site.

Policy Compliant:
This proposal Final Plat is consistent with the Surprise General Plan 2035, Sierra Verde PAD, and the Surprise Municipal Code.

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

Budget Impact:
There is no anticipated budget impact related to this item.

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

ATTACHMENTS:

1. 00- FS21-119 NEC Waddell and 140th Dr- Final Plat- Staff Report Revised
2. 01-FS21-119-NEC Waddell and 140th Dr- Vicinity Map
3. 02-FS21-119-NEC Waddell and 140th Dr- Final Plat
4. FS21-119-CC Presentation 081721

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS21-119**
Project Name:	NEC Waddell and 140th Drive- Final Plat
Council District:	5- Palm
City Council Date:	**August 17, 2021**
Planner:	Shirley Phan

Owner:	Gary Davidson, LDR-NWC Waddell & Litchfield LLC
Applicant:	Paul Gilbert of Beus Gilbert PLLC
Request:	Final Plat to subdivide a 1.816 acre (approx.) parcel into two (2) parcels in the Sierra Verde PAD.
Site Location:	Generally north of Waddell Road and east of 140th Drive.
Site Size:	1.816 acres (approx.)

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035
- The proposed Final Plat is consistent with the Sierra Verde PAD.
- The proposed Final Plat is consistent with the Surprise Municipal Code.

Alternative Actions:

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

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

Additional Information:

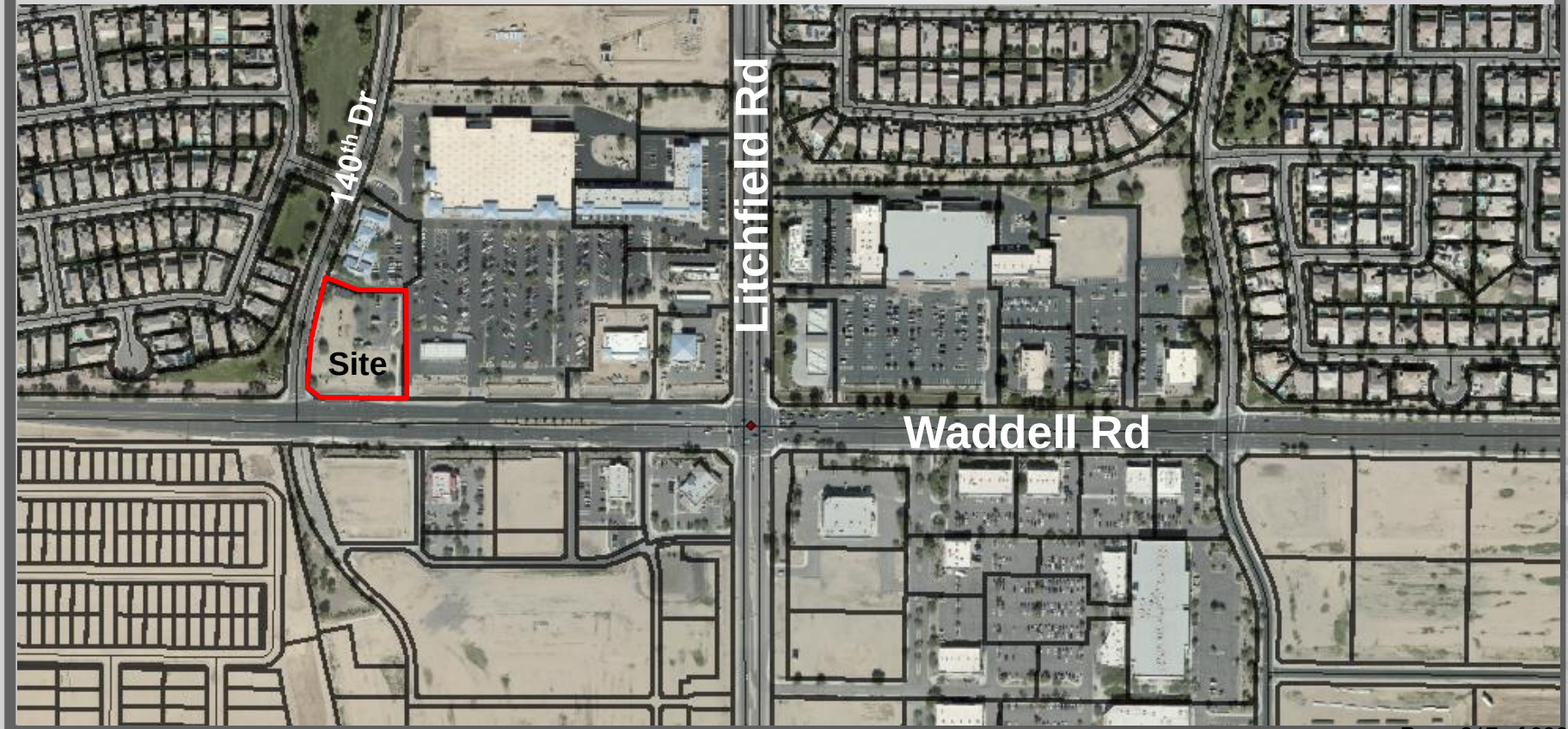
Paul Gilbert of Beus Gilbert PLLC on behalf of Gary Davidson, LDR-NWC Waddell & Litchfield LLC, requests approval of a Final Plat that will subdivide a 1.816 acre (approx.) parcel into two (2) parcels in the Sierra Verde PAD. Lot 1 1.057 acres and Lot 2 0.759 acres for commercial development.

Attachments:

01 Vicinity Map
02 Final Plat

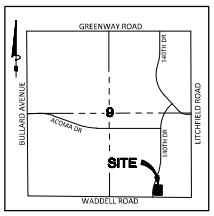
Vicinity MAP

NEC Waddell and 140th Dr FS21-119



FINAL PLAT OF
NEC WADDELL AND 140TH DR

A RE-PLAT LOT 3 OF "FRYS AT NWC WADDELL AND LITCHFIELD"
AS RECORDED IN BOOK 705 OF MAPS, PAGE 30 M.C.R.
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA.



VICINITY MAP
N.T.S.

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

LDR-NWC WADDELL & LITCHFIELD, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "NEC WADDELL AND 140TH DR". A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "NEC WADDELL AND 140TH DR", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

OWNER HEREBY GRANTS TO THE ULTIMATE OWNER(S) OF EACH LOT CREATED BY THIS PLAT AN EASEMENT OVER, UPON, AND ACROSS THE ENTIRE PLATTED PARCEL FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO EACH LOT CREATED BY THIS PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN EXCLUSIVE EASEMENT OVER, UPON AND ACROSS ALL WATER/SEWER LINES. MANHOLES, FIRE HYDRANTS, AND WATER METERS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING AND UTILIZING THE WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A CROSS ACCESS EASEMENT ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY AND TRASH COLLECTION VEHICLES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A 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.

OWNERS HEREBY GRANT 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 PARTICLES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNERS OR THE ASSOCIATIONS FORMED BY THE OWNERS, LANDSCAPE MAINTENANCE WILL BE SEPARATE FOR EACH LOT.

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

TEMPORARY EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING, ADDING TO, ALTERING OR REPLACING PRESENT OR FUTURE STORM WATER MANAGEMENT FACILITIES, DRAINAGE, AND ALL NECESSARY APPURTENANCES FOR THE COLLECTION AND TRANSMISSION THROUGH, ON AND ACROSS ALL PROPERTY OF THE OWNER SHALL AUTOMATICALLY BECOME NULL AND VOID AT SUCH TIME AS ALTERNATIVES HAVE BEEN APPROVED BY THE APPROPRIATE DEPARTMENT AND INSTALLED BY THE OWNER OR ITS SUCCESSORS.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY THE 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 TO THE OWNER TO THE CITY UPON THEIR COMPLETION, HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

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

LDR-NWC WADDELL & LITCHFIELD, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE 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.

IN WITNESS WHEREOF:
LDR-NWC WADDELL & LITCHFIELD, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, HAS HEREUNTO CAUSED ITS COMPANY NAME TO BE AFFIXED AND SAME TO BE ATTESTED BY THE SIGNATURES OF THE UNDERSIGNED MEMBERS THEREOF, DULY AUTHORIZED THIS _____ DAY OF _____, 2021.

LDR-NWC WADDELL & LITCHFIELD, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: LEVINE INVESTMENTS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, MEMBER

BY: KEMI, INC., AN ARIZONA CORPORATION, GENERAL PARTNER

BY: _____
ANDREW M. COHN, AUTHORIZED REPRESENTATIVE

BY: G&D-LITCHFIELD & WADDELL NWC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, MEMBER

BY: CAR-DEL LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, MEMBER

BY: GERMANN-GFB-II, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, GENERAL PARTNER

BY: _____
GARY D. DAVIDSON, A MARRIED MAN DEALING WITH HIS SOLE AND SEPARATE PROPERTY, MEMBER

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, DESCRIBED AS FOLLOWS:

LOT 3 OF "FRYS AT NWC WADDELL AND LITCHFIELD" AS RECORDED IN BOOK 705 OF MAPS, PAGE 30 M.C.R., MARICOPA COUNTY RECORDS.

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

FLOOD PLAIN DESIGNATION

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C1660L, DATED OCTOBER 16, 2013 THIS PROPERTY IS LOCATED IN FLOOD ZONE "A": AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT WITH NO BASE FLOOD ELEVATIONS OR DEPTH, AND FLOOD ZONE "X": AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021, BY ANDREW M. COHN AND GARY D. DAVIDSON IN THEIR AFOREMENTIONED CAPACITIES ON BEHALF OF LDR-NWC WADDELL & LITCHFIELD, L.L.C.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

NOTICE OF INTERGOVERNMENTAL AGREEMENT

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

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

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

NOTES

1. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
2. THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.
3. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" DESIGNATION BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE MAP NO. 04013C1680L, WITH A DATE OF 10/16/2013, FOR COMMUNITY NO. 040053 IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
4. THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE: SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED, AND REPAIRED BY OWNER OR HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."
5. IN ACCORDANCE WITH A.R.S. § 9-461.07; THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE CITY OF SURPRISE GENERAL PLAN.
6. 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 #14750 AND 14710, WHEN APPLICABLE.
7. RECIPROCAL VEHICULAR AND PEDESTRIAN CROSS-ACCESS EASEMENTS AND COMMON AREA MAINTENANCE OBLIGATIONS EXIST BETWEEN LOTS 3A AND 3B, INCLUSIVE, AND ANY FUTURE SUBDIVISIONS THEREOF. FOR FURTHER DETAILS ABOUT SUCH CROSS-ACCESS EASEMENTS AND MAINTENANCE OBLIGATIONS, REFER TO THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE SHOPPING CENTER RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND AMENDMENTS THERETO.

REFERENCE DOCUMENTS

FINAL PLAT OF SIERRA VERDE INFASTRUCTURE	BOOK 645 OF MAPS, PAGE 13, M.C.R.
FINAL PLAT OF SIERRA VERDE SOUTHEAST	BOOK 694 OF MAPS, PAGE 17, M.C.R.
FINAL PLAT OF FRYS AT WADDELL AND LITCHFIELD	BOOK 705 OF MAPS, PAGE 30, M.C.R.

SHEET INDEX

1 COVER, NOTES, DEDICATION, SITE DATA, CERTIFICATIONS
2 FINAL PLAT MAP, AREA TABLE

SITE DATA

EXISTING ZONING	PAD
NUMBER OF LOTS	2
GROSS AREA	1.8165 ACRES
NET AREA	1.8165 ACRES

OWNER/ DEVELOPER

LDR-NWC WADDELL & LITCHFIELD, LLC
1110 E. MISSOURI AVE. SUITE 700
PHOENIX, ARIZONA 85014
PHONE: (602) 263-7626
CONTACT: GARY DAWDSON

ENGINEER

BOWMAN CONSULTING GROUP, LTD.
1295 WEST WASHINGTON STREET, SUITE 108
TEMPE, AZ 85281
PHONE: (480) 629-8830
CONTACT: DAVID MALDONADO-CAMOU

BASIS OF BEARINGS

NORTH 89 DEGREES 21 MINUTES 12 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO BOOK 705 OF MAPS, PAGE 30, 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 _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

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

_____
MAYOR DATE

ATTEST: _____
CITY CLERK DATE

SURVEYOR'S CERTIFICATION

I, DOUGLAS B. TONEY, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER 2019; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

5/3/21
DOUGLAS B. TONEY DATE
REGISTERED LAND SURVEYOR NO. 55030
BOWMAN CONSULTING
1295 W. WASHINGTON STREET, SUITE 108
TEMPE, ARIZONA 85281

NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

FS21-119

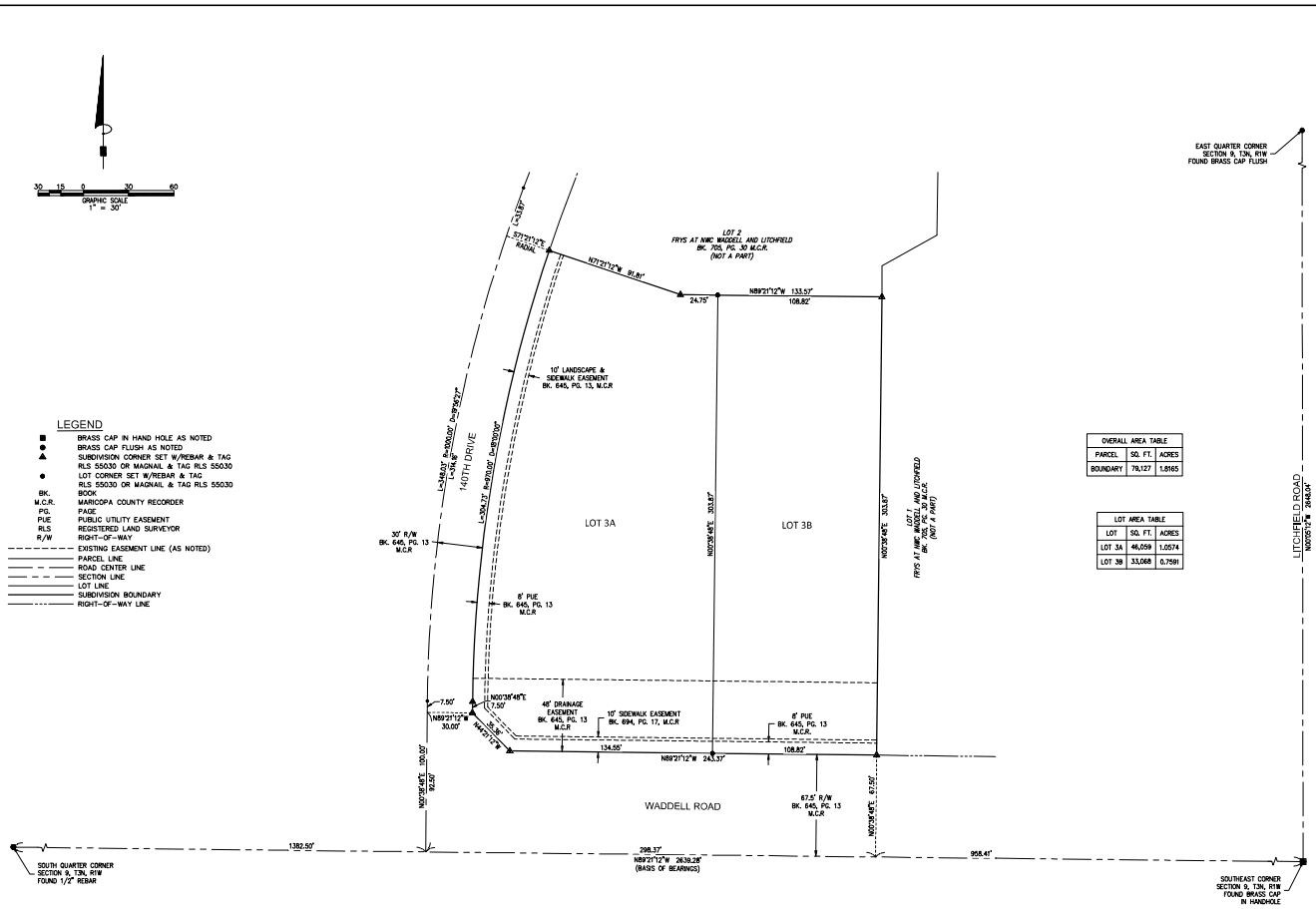
Bowman CONSULTING
Bowman Consulting Group, Ltd.
1295 W. Washington St., Suite 108
Tempe, AZ 85281
Phone: (480) 629-8830
www.bowmanconsulting.com

FINAL PLAT OF
NEC WADDELL AND 140TH DR
SURPRISE, ARIZONA

REVISED DATE:	5/3/21
PROJ NO:	060403-01
TASK NUM:	001
DRAWN BY:	TL
CHECKED:	DT
QUALITY:	DM
CLIENT NO:	
SCALE	N.T.S.

© Bowman Consulting Group, Ltd.

File: N:\060403 - NEC Waddell & Litchfield\060403-01-001 (PLAT)\Survey_DWG\FINAL\060403-01-001 (Sheet 1).dwg Plotted: May 03, 2021



Bowman CONSULTING

FINAL PLAT OF
NEC WADDELL AND 140TH DR
SURPRISE, ARIZONA

REVISED DATE: 5/3/21
PROJ NO: 050403-01
TASK NUM: 001
DRAWN BY: TL
CHECKED: DT
QUALITY: DM
CLIENT NO:
SCALE
1" = 30'
2 OF 2

FS21-119

SURPRISE
ARIZONA

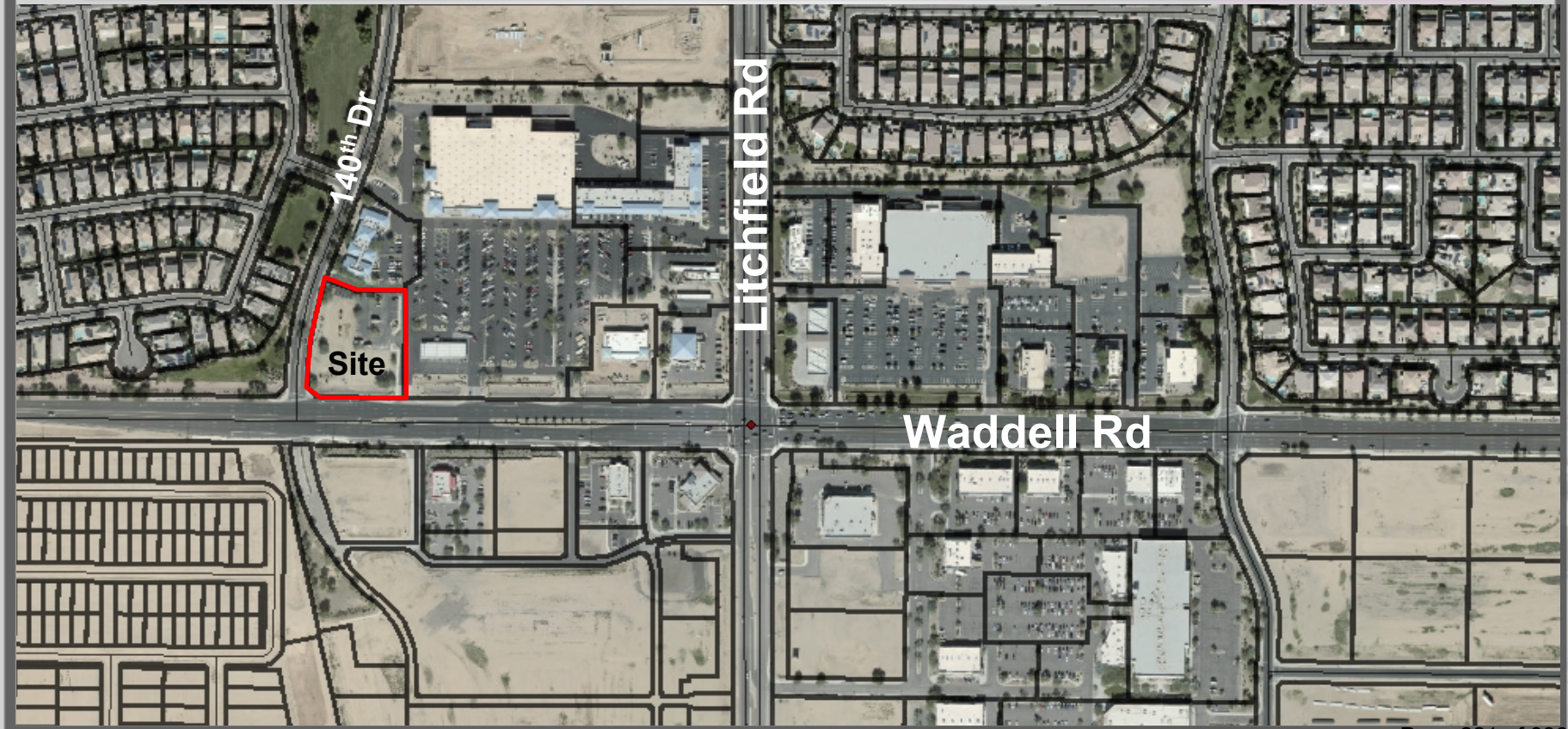
FS21-119
NEC Waddell and 140th Dr
Final Plat

City Council

August 17, 2021

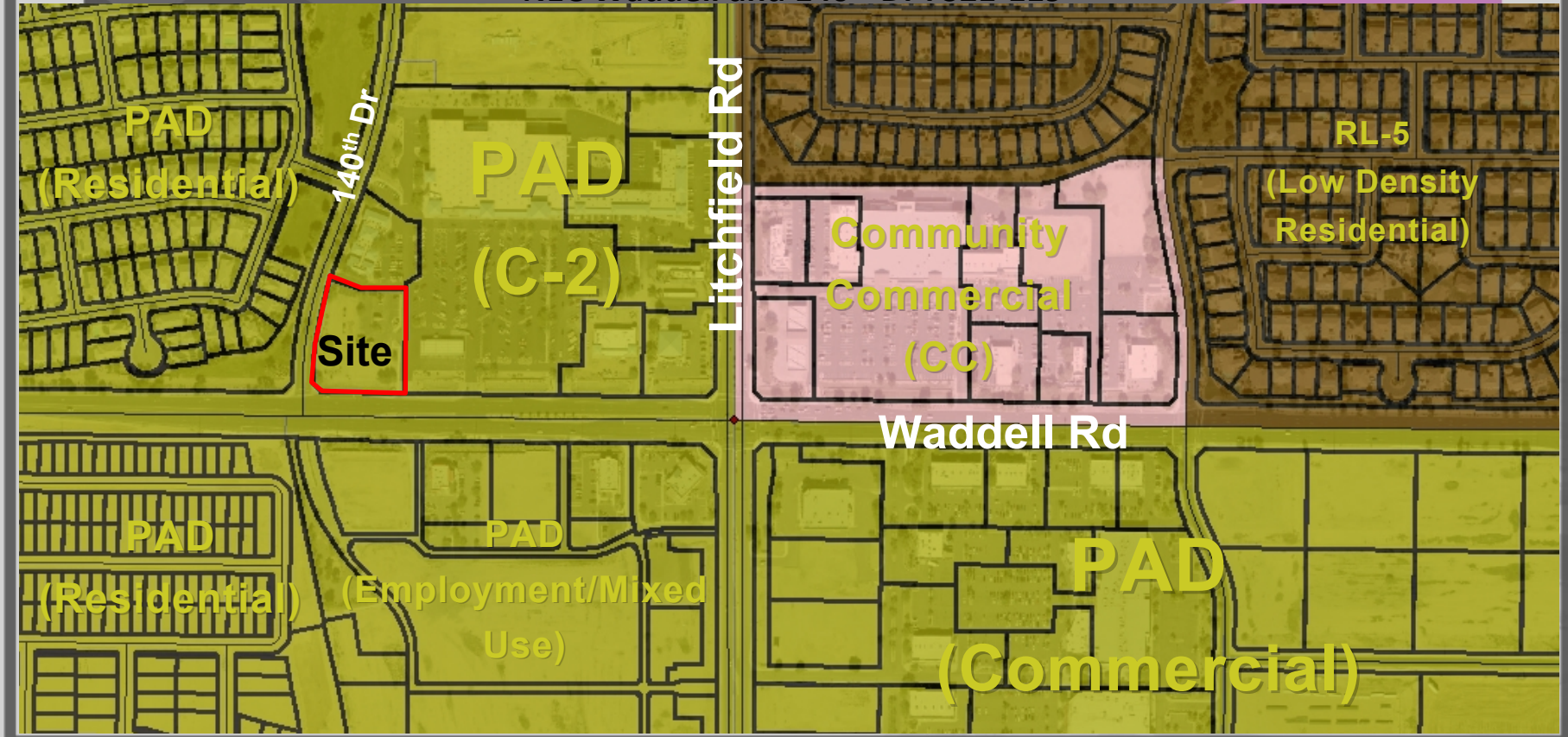
Vicinity MAP

NEC Waddell and 140th Dr FS21-119

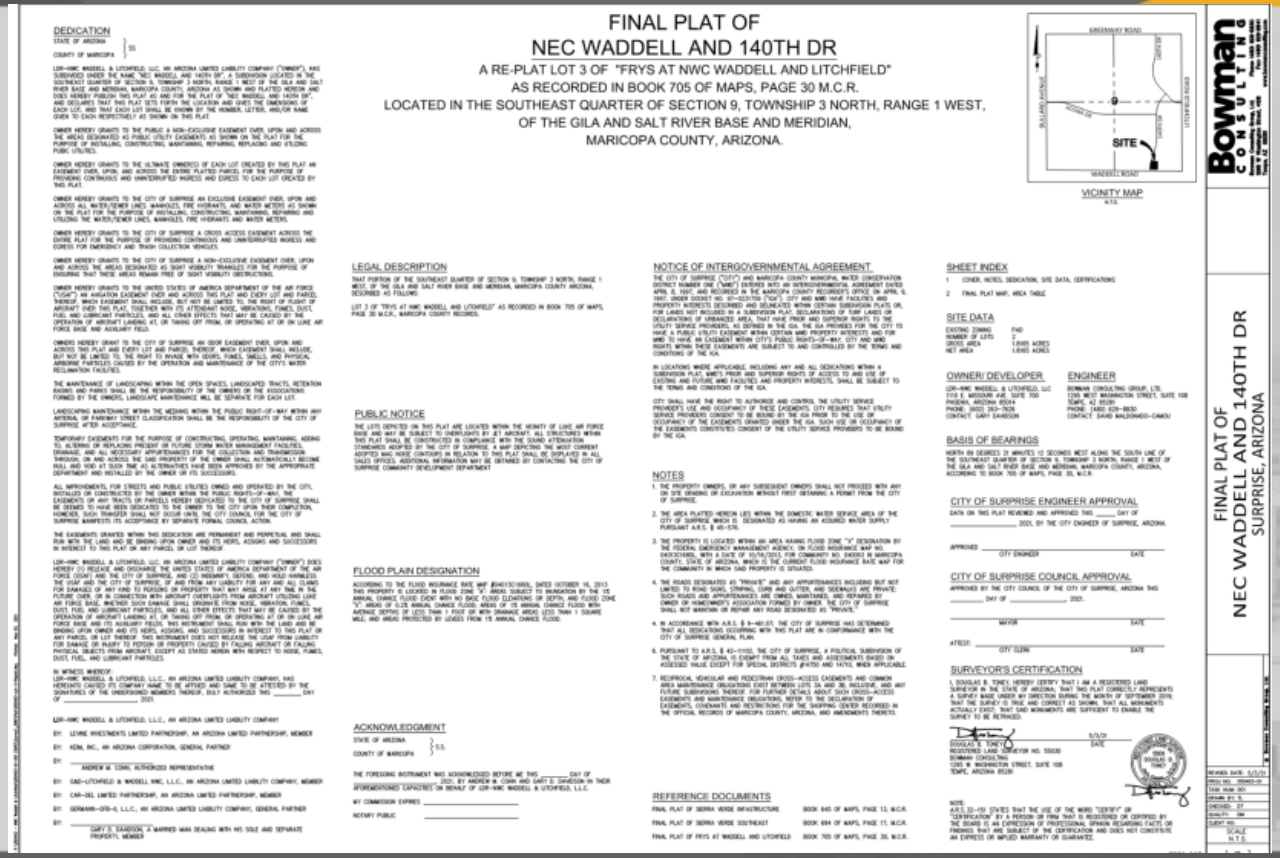


Case Map

NEC Waddell and 140th Dr FS21-119



Final Plat



FINAL PLAT OF
NEC WADDELL AND 140TH DR
A RE-PLAT LOT 3 OF "FRYS AT NWC WADDELL AND LITCHFIELD"
AS RECORDED IN BOOK 705 OF MAPS, PAGE 30 M.C.R.
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

LDR-NWC WADDELL & LITCHFIELD, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "NEC WADDELL AND 140TH DR", A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREIN AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF THE "NEC WADDELL AND 140TH DR" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

OWNER HEREBY GRANTS TO THE ULTIMATE OWNER(S) OF EACH LOT CREATED BY THIS PLAT AN EASEMENT OVER, UPON, AND ACROSS THE ENTIRE PLATTED PARCEL FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO EACH LOT CREATED BY THIS PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN EXCLUSIVE EASEMENT OVER, UPON AND ACROSS ALL WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS, AND WATER METERS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING AND UTILIZING THE WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A CROSS ACCESS EASEMENT ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY AND TRASH COLLECTION VEHICLES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A 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.

OWNERS HEREBY GRANT 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 PARTICLES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE ASSOCIATIONS FORMED BY THE OWNERS, LANDSCAPE MAINTENANCE WILL BE SEPARATE FOR EACH LOT.

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

TEMPORARY EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING, ADDING TO, ALTERING OR REPLACING PRESENT OR FUTURE STORM WATER MANAGEMENT FACILITIES, DRAINAGE, AND ALL NECESSARY APPURTENANCES FOR THE COLLECTION AND TRANSMISSION THROUGH, ON AND ACROSS THE LAND PROPERTY OF THE OWNER SHALL BECOME FULLY BECOME NULL AND VOID AT SUCH TIME AS ALTERNATIVES HAVE BEEN APPROVED BY THE APPROPRIATE DEPARTMENT AND INSTALLED BY THE OWNER OR ITS SUCCESSORS.

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

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

LDR-NWC WADDELL & LITCHFIELD, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE 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, ON 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 FAILING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

IN WITNESS WHEREOF:
LDR-NWC WADDELL & LITCHFIELD, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, HAS HEREUNTO CAUSED ITS COMPANY NAME TO BE AFFIXED AND SAME TO BE ATTESTED BY THE SIGNATURES OF THE UNDERSIGNED MEMBERS THEREOF, DULY AUTHORIZED THIS _____ DAY OF _____, 2021.

LDR-NWC WADDELL & LITCHFIELD, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: LEVINE INVESTMENTS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, MEMBER

BY: HDM, INC., AN ARIZONA CORPORATION, GENERAL PARTNER

BY: _____
ANDREW M. COHN, AUTHORIZED REPRESENTATIVE

BY: GSD-LITCHFIELD & WADDELL NWC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, MEMBER

BY: CAL-DEL LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, MEMBER

BY: GERAMAR-GFD-II, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, GENERAL PARTNER

BY: _____
GARY S. DAVIDSON, A MARRIED MAN DEALING WITH HIS SOLE AND SEPARATE PROPERTY, MEMBER

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, DESCRIBED AS FOLLOWS:

LOT 3 OF "FRYS AT NWC WADDELL AND LITCHFIELD" AS RECORDED IN BOOK 705 OF MAPS, PAGE 30 M.C.R., MARICOPA COUNTY RECORDS.

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 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

FLOOD PLAIN DESIGNATION

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C1600L, DATED OCTOBER 16, 2013, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" AREAS SUBJECT TO INUNDATION BY THE 0.2% ANNUAL CHANCE FLOOD (OVER WITH NO BASE FLOOD ELEVATIONS OR DEPTH, AND FLOOD ZONE "X" AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021, BY ANDREW M. COHN AND GARY S. DAVIDSON IN THEIR AFOREMENTIONED CAPACITIES ON BEHALF OF LDR-NWC WADDELL & LITCHFIELD, L.L.C.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

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 6, 1987, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1987, UNDER DOCKET NO. 87-0231706 ("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 ENHANCED 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 THEIR 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 LAND FACILITIES AND PROPERTY INTERESTS, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE IGA.

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

NOTES

1. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
2. THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.
3. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" DESIGNATION BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE MAP NO. 04013C1600L, WITH A DATE OF 10/16/2013, FOR COMMUNITY NO. 040050 IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
4. THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE. SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED, AND REPAIRED BY OWNER OR HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."
5. IN ACCORDANCE WITH A.R.S. § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE CITY OF SURPRISE GENERAL PLAN.
6. PURSUANT TO A.R.S. § 42-11152, 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 14752, WHEN APPLICABLE.
7. RECIPROCAL VEHICULAR AND PEDESTRIAN CROSS-ACCESS EASEMENTS AND COMMON AREA MAINTENANCE OBLIGATIONS EXIST BETWEEN LOTS 3A AND 3B, INCLUSIVE, AND ANY FUTURE SUBDIVISIONS THEREOF. FOR FURTHER DETAILS ABOUT SUCH CROSS-ACCESS EASEMENTS AND MAINTENANCE OBLIGATIONS, REFER TO THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE SHOPPING CENTER RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND AMENDMENTS THERETO.

REFERENCE DOCUMENTS

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VICINITY MAP
N.T.S.

SHEET INDEX

1 COVER, NOTES, DEDICATION, SITE DATA, CERTIFICATIONS
2 FINAL PLAT MAP, AREA TABLE

SITE DATA

EXISTING ZONING	PAD
NUMBER OF LOTS	2
GROSS AREA	1.8065 ACRES
NET AREA	1.8065 ACRES

OWNER/ DEVELOPER

LDR-NWC WADDELL & LITCHFIELD, LLC
1110 E MISSOURI AVE, SUITE 700
PHOENIX, ARIZONA 85014
PHONE: (602) 263-7626
CONTACT: GARY DAVIDSON

ENGINEER

BOWMAN CONSULTING GROUP, LTD.
1295 WEST WASHINGTON STREET, SUITE 108
TEMPE, AZ 85281
PHONE: (480) 629-0830
CONTACT: DAVID MALDONADO-CAMOU

BASIS OF BEARINGS

NORTH 89 DEGREES 31 MINUTES 12 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO BOOK 705 OF MAPS, PAGE 30, 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 _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

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

_____
MAYOR DATE

ATTEST: _____
CITY CLERK DATE

SURVEYOR'S CERTIFICATION

I, DOUGLAS B. TONEY, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER 2019, THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN, THAT ALL MONUMENTS ACTUALLY EXIST, THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ 5/3/22
DOUGLAS B. TONEY DATE
REGISTERED LAND SURVEYOR NO. 53530
BOWMAN CONSULTING
1295 W. WASHINGTON STREET, SUITE 108
TEMPE, ARIZONA 85281

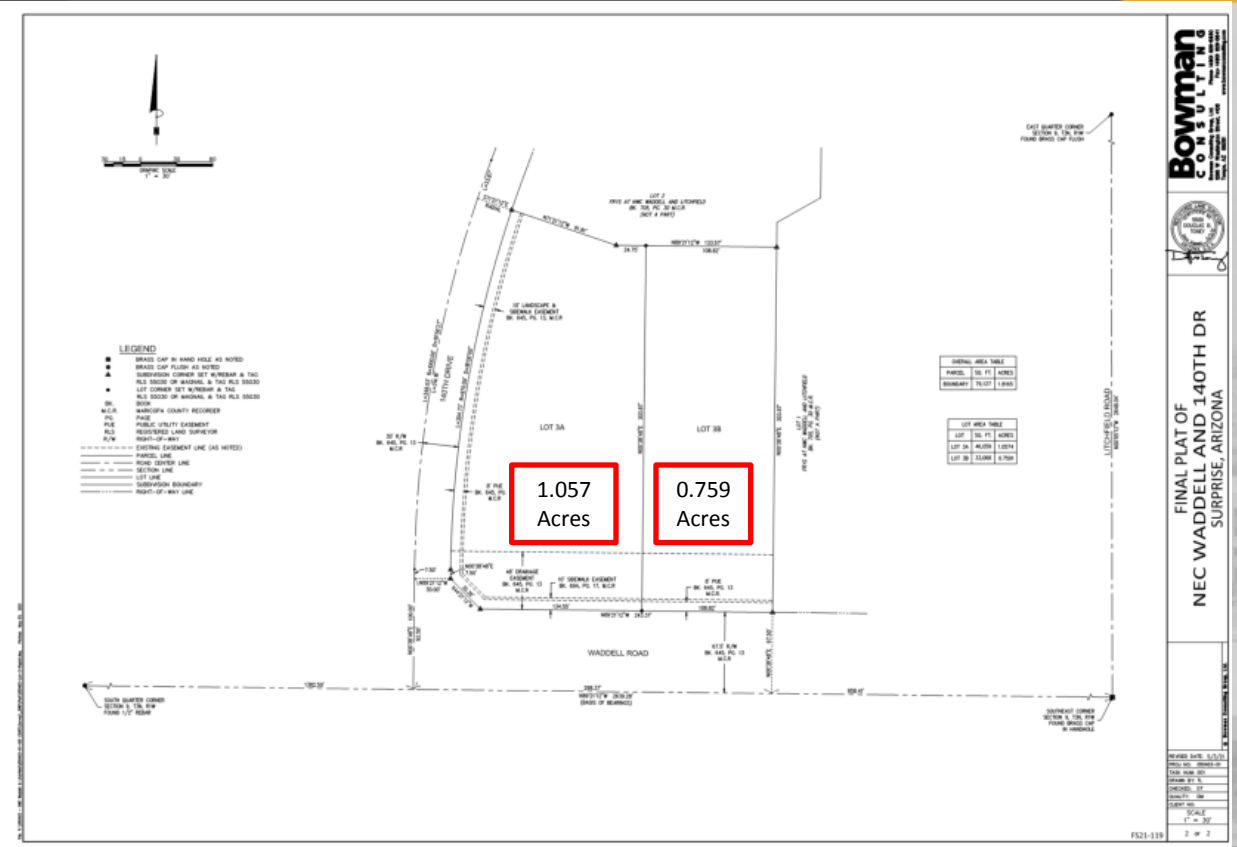
NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

Bowman CONSULTING

FINAL PLAT OF
NEC WADDELL AND 140TH DR
SURPRISE, ARIZONA

REVISED DATE: 5/3/22
PROJ. NO.: 050405-01
TASK NUM: 001
DRAWN BY: TL
CHECKED: DT
QUALITY: DM
CLIENT: MD
SCALE
N.T.S.
SHT 1 OF 2

Final Plat


LOT 3A
LOT 3B
1.057 Acres
0.759 Acres
WADDELL ROAD
LEGEND
FINAL PLAT OF
NEC WADDELL AND 140TH DR
SURPRISE, ARIZONA
Bowman
CONSULTING

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 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

Agenda Wording:
Consideration and action pertaining to approval of a Fiscal Year 2022 budget amendment moving budget authority in the amount of $276,400 for the purpose of transferring budgeted salaries and associated grant and program budgets, to support a reorganization resulting in the move of (2) positions from Community Development to Public Works; Resolution # 2021-117.

Motion:
I move to approve Resolution #2021-117.

Background:
A reallocation of funds is necessary to transfer budgeted salaries in relation to the two (2) FTE positions moved from Community Development to Public Works, along with the associated grant and program funds.

Objective Analysis:
The purpose of reallocating funds from Community Development to Public Works is to support the transition of the (2) two FTE positions moved from one department to another as part of the department reorganization.

Policy Compliant:
This action is consistent with City and Council policy.

Financial Impact:
There is no financial impact associated with this budget amendment, which will facilitate the reorganization and appropriate alignment of the City's program structure by moving Transportation Planning to Engineering within the Public Works Department.

Budget Impact:
The action will move budget authority in the amount of $276,400 within the General Fund, General Capital Projects Fund, Transportation Improvement Fund, and Grants Fund from the Community Development Department to the Public Works Department. The referenced projects and funds are not changing, the changes included herein are to appropriately change the department and appropriately

transfer budgeted salaries and associated program funds in relation to the two positions moved from Community Development to Public Works. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

Community Development's FTE count will decrease by two, and Public Work's FTE count will increase by two. This item does not have an impact on the overall Citywide FTE count.

ATTACHMENTS:

1. Res 2021-117 Reorg 2 FTE Positions - Revised-FINAL

RESOLUTION # 2021-117

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2022 BUDGET BY MOVING BUDGET AUTHORITY OF $276,400 FROM THE COMMUNITY DEVELOPMENT GENERAL FUND TO THE PUBLIC WORKS GENERAL FUND IN ORDER TO TRANSFER BUDGETED SALARIES AND ASSOCIATED GRANT AND PROGRAM FUNDS IN RELATION TO THE MOVE OF TWO FTE POSITIONS.

WHEREAS, the FY2022 budget was adopted including funding for two positions located in the Community Development Department;

WHEREAS, As part of a reorganization of the Community Development Department, it is necessary to move two (2) positions and the associated grant and project funds to the Public Works Department.

WHEREAS, the FY2022 budget was adopted by Council Resolution #2021-87 on June 1, 2021;

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, 2021 through June 30, 2022.

APPROVED AND ADOPTED this _____day of _____, 2021.

_____
Skip Hall, Mayor

Attest:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

RESOLUTION # 2021-117
Exhibit A

Appropriation - The allocation below represents movement of budget authority in the amount of $276,400 from the Community Development Department to the Public Works Department. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Note: The referenced projects and funds are not changing, the changes included herein are to appropriately change the department and appropriately transfer budgeted salaries and associated program funds in relation to the two positions moved from Community Development to Public Works.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	Community Development	Personnel Services	E	5,136,900	(271,400)	4,865,500
General Fund	Public Works	Personnel Services	E	5,819,100	271,400	6,090,500
General Fund	Community Development	Supplies	E	106,500	(1,800)	104,700
General Fund	Community Development	Services	E	1,024,400	(3,200)	1,021,200
General Fund	Public Works	Supplies	E	927,600	1,800	929,400
General Fund	Public Works	Services	E	2,902,100	3,200	2,905,300
General Capital Projects Fund	Community Development	#P42030 Litchfield/303 TI Design	E	76,000	(76,000)	-
General Capital Projects Fund	Public Works	#P42030 Litchfield/303 TI Design	E	-	76,000	76,000
General Capital Projects Fund	Community Development	#P42040 White Tanks Corridor Study	E	125,000	(125,000)	-
General Capital Projects Fund	Public Works	#P42040 White Tanks Corridor Study	E	-	125,000	125,000
Transportation Improvement	Community Development	#P42050 Litchfield Rd; HV Rd-SR303 Design	E	550,000	(550,000)	-
Transportation Improvement	Public Works	#P42050 Litchfield Rd; HV Rd-SR303 Design	E	-	550,000	550,000
Grant Fund	Community Development	G42100 SRTS FY 18 Kingswood-West	E	60,300	(60,300)	-
Grant Fund	Public Works	G42100 SRTS FY 18 Kingswood-West	E	-	60,300	60,300
Grant Fund	Community Development	G42110 SRTS FY 18 Grant ACA, Imagine Prep	E	60,600	(60,600)	-

RESOLUTION # 2021-117
Exhibit A (continued)

Grant Fund	Public Works	G42110 SRTS FY 18 Grant ACA, Imagine Prep	E	-	60,600	60,600
Grant Fund	Community Development	G42150 SRTS FY18 Grant Ashton-Countryside	E	60,300	(60,300)	-
Grant Fund	Public Works	G42150 SRTS FY18 Grant Ashton-Countryside	E	-	60,300	60,300
Grant Fund	Community Development	G42154 FY22 Charter K-8 SRTS Program	E	52,000	(52,000)	-
Grant Fund	Public Works	G42154 FY22 Charter K-8 SRTS Program	E	-	52,000	52,000
Grant Fund	Community Development	G42155A FY22 Dysart USD Program	E	52,000	(52,000)	-
Grant Fund	Public Works	G42155A FY22 Dysart USD Program	E	-	52,000	52,000
General Fund	Community Development	G42154 FY22 Charter K-8 SRTS Program	E	3,000	(3,000)	-
General Fund	Public Works	G42154 FY22 Charter K-8 SRTS Program	E	-	3,000	3,000
General Fund	Community Development	G42155A FY22 Dysart USD Program	E	3,100	(3,100)	-
General Fund	Public Works	G42155A FY22 Dysart USD Program	E	-	3,100	3,100
Grant Fund	Community Development	G42100 SRTS FY 18 Kingswood-West	R	(60,300)	60,300	-
Grant Fund	Public Works	G42100 SRTS FY 18 Kingswood-West	R	-	(60,300)	(60,300)
Grant Fund	Community Development	G42110 SRTS FY 18 Grant ACA, Imagine Prep	R	(60,600)	60,600	-
Grant Fund	Public Works	G42110 SRTS FY 18 Grant ACA, Imagine Prep	R	-	(60,600)	(60,600)
Grant Fund	Community Development	G42150 SRTS FY18 Grant Ashton-Countryside	R	(60,300)	60,300	-
Grant Fund	Public Works	G42150 SRTS FY18 Grant Ashton-Countryside	R	-	(60,300)	(60,300)
Grant Fund	Community Development	G42154 FY22 Charter K-8 SRTS Program	R	(52,000)	52,000	-
Grant Fund	Public Works	G42154 FY22 Charter K-8 SRTS Program	R	-	(52,000)	(52,000)
Grant Fund	Community Development	G42155A FY22 Dysart USD Program	R	(52,000)	52,000	-
Grant Fund	Public Works	G42155A FY22 Dysart USD Program	R	-	(52,000)	(52,000)
			Expense Total	**16,958,900**	**-**	**16,958,900**
			Revenue Total	**(285,200)**	**-**	**(285,200)**

RESOLUTION # 2021-117
Exhibit A (continued)

2. Full-Time Equivalent (FTE) - The reorganization of the Community Development Department requires the transfer of 2 FTEs to the Public Works Department.

Fund	Department	Current FTEs	Increase/ (Decrease)	Amended FTEs
General Fund	Community Development	49.1	-2.0	47.1
General Fund	Public Works	57.1	2.0	59.1

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 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

Agenda Wording:
Consideration and action pertaining to approval of a Fiscal Year 2022 budget amendment moving budget authority of $50,000 from contingency to the General Fund to establish project N42030: Citywide Redistricting; Resolution # 2021-109.

Motion:
I move to approve Resolution #2021-109.

Background:
To ensure equal representation, federal and state law requires that voting districts be reviewed and revised as necessary following the decennial census. The census was conducted in April 2020. The City intends to engage and contract with an independent redistricting consultant to assist with the redistricting process.

Objective Analysis:
Consultant services will include development of a redistricting database, incorporation of GIS data, consultations with staff, Council-appointed Citizen Redistricting Committee and/or Councilmembers, facilitation of Commission meetings, creation of two or three draft redistricting plans, presentation of plan at Council meeting, minor emendation of Council-preferred plan, working with County Elections office to implement the final plan as approved by City Council.

Policy Compliant:
This action is consistent with City and Council policy.

Financial Impact:
This action will allow for the one-time expenditure of $50,000 for services so the City may contract with an independent redistricting consultant to draft redistricting maps.

Budget Impact:
This action reallocates spending authority in the amount of $50,000 from contingency to the General Fund to establish project N42030: Citywide Redistricting. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

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

ATTACHMENTS:
1. Res 2021-109 Bdgt Amnd Redistricting

RESOLUTION # 2021-109

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2022 BUDGET BY REALLOCATING APPROPRIATIONS OF $50,000 FROM WITHIN THE CONTINGENCY FUND TO THE GENERAL FUND TO ESTABLISH PROJECT N42030: CITYWIDE REDISTRICTING

WHEREAS, Redistricting, known as the "one-person, one-vote" requirement, is constitutionally mandated to ensure districts are equal in population;

WHEREAS, the services of an independent redistricting consultant are necessary to implement the redistricting process as required by federal law;

WHEREAS, the FY2022 budget, including the FY2022 Contract Awarding Authority List, was adopted by Council Resolution #2021-87 on June 1, 2021;

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, 2021 through June 30, 2022.

APPROVED AND ADOPTED this_____day of_____, 2021.

_____
Skip Hall, Mayor

Attest:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

Exhibit A

1. Appropriation - The exhibit below represents a movement of budget authority in the amount of $50,000 from within the Contingency Fund to Services within the General Fund for Citywide Redistricting project N42030 to cover the cost of services so the City may contract with an independent redistricting consultant to draft redistricting maps which will be reviewed by the Council-appointed Redistricting Committee, and then voted on by the City Council. 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
Contingency	General Operations	Contingency	E	25,000,000	(50,000)	24,950,000
General Fund	Community Development	#N42030 Citywide Redistricting	E	-	50,000	50,000
			Expense Total	**25,000,000**	**-**	**25,000,000**

2. Contract Awarding Authority List – When Council approved the Fiscal Year 2022 Contract Awarding Authority List, $75,000 was approved for Citywide Redistricting, however, a project had not been assigned at that time. Project number N42030 has now been assigned for Citywide Redistricting. This action will move the item from Operating to Capital on the Contract Awarding Authority List and a new Reference number will be assigned.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
22464	Citywide Redistricting	75,000	(75,000)	0.00
22137	Citywide Redistricting	0.00	75,000	75,000

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to acceptance of a water line easement from Fulton Homes Escalante Homeowners Association, near 159th Drive and San Ysidro.

Motion:
I move to accept the Water Line Easement from Fulton Homes Escalante Homeowners Association.

Background:
The water line will serve future development in this area. It allows for development to the north of Escalante to connect to City water. The water line is near 159th Drive and San Ysidro.

Objective Analysis:
Approval of this item will allow the future development to connect to the City's water.

Policy Compliant:
Approval of this item is policy compliant. The proposed easement will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

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

Budget Impact:
There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the water line is in place and is accepted by the City.

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

ATTACHMENTS:
1. Fulton Homes Escalante HOA Water line easement
2. Fulton Homes Escalante HOA Water line Easement Location Map

WHEN RECORDED, RETURN TO:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

WATER LINE EASEMENT

This Water Line Easement (the "Easement") Agreement is executed this ____ day of _____, 2021, by and between FULTON HOMES ESCALANTE HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation, hereinafter referred to as "Grantor", and the City of Surprise, an Arizona municipal corporation hereinafter referred to as "Grantee".

RECITALS

A. Grantor is the fee title owner of a parcel of land referred to as Tract A of Fulton Homes Escalante Parcel 7, according to the Plat of Record in the office of the County Recorder of Maricopa County, Arizona, in Book 1544, Page 20.

B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a perpetual, exclusive water line easement over, under and across portions (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".

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

   a. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area (provided that this easement shall not prohibit the Grantor and Grantor's occupants from maintaining improvements in the Easement Area so long as such improvements do not interfere with Grantee's construction, installation, maintenance and replacement of the water line) for installation and maintenance of a water line. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Areas. This Water Line Easement also includes ingress and egress to and from the Easement Areas in order to construct, install, maintain, repair and replace said water line.

   b. Restoration of Property. Grantee, its successors and assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Areas pursuant to the rights granted pursuant to this Easement shall (a) promptly repair and restore any damage to the Easement areas resulting from such entry, work or use; (b) promptly remove any mechanic's or

materialmen's lien arising from any such work within the Easement Areas; and (c)indemnify, defend and hold the Grantor harmless for, from and against any claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person or property in caused by Grantee's negligent performance of such entry, work or use. Grantee will cause the least possible interference with the activities of Grantor, the occupants of Grantor's property and their respective customers, agents, servants, employees, licenses and invitees in connection with its operations.

c. Runs with the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee and their administrator, personal representatives, successors and assigns.

d. Not a Public Dedication. Other than the grant of the easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Areas to the general public or any public purpose whatsoever.

e. Exception. There is excepted and reserved to Grantor from this Easement granted hereby: (i) all rights to utilize the Easement Area for any and all purposes not inconsistent with Grantee's rights hereunder; and (ii) all rights of Grantor to grant at its sole discretion and at any time, any and all additional easements to any other person across the Easement Area provided that such additional easements do not interfere in a material or adverse manner with Grantee's rights hereunder. Specifically included, without limitation, in such reservations are the rights to grant underground utilities and other rights to place facilities by the Grantor.

f. Indemnification. Grantee shall indemnify Grantor from and against any loss, damage or injury of any kind or nature to any person or property arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, or from any accident arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, unless such loss, damage or injury was a result of the negligence or intentional conduct of Grantor.

g. Miscellaneous. Headings in this Water Line Easement are for convenience only and shall not define or limit the provision hereof. This Water Line Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against the Grantor or the Grantee. This Water Line Easement shall be governed by the laws of the state of Arizona. Should any term, provision, covenant or condition of this Water Line Easement be void,

invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Sewer Line Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

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

GRANTOR:

FULTON HOMES ESCALANTE HOMEOWNERS ASSOCIATION,
an Arizona non-profit corporation

By: _____
Norman L. Nicholls

Its: President

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this 12th day of May, 2021, by Norman L. Nicholls, known by me as the President of FULTON HOMES ESCALANTE HOMEOWNERS ASSOCIATION.

_____
Notary Public

My Commission Expires:

7-5-2024

MELISSA MURPHY
Notary Public, State of Arizona
Maricopa County
Commission # 584475
My Commission Expires
July 05, 2024

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____
Skip Hall
Its: Mayor

Attest:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

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

_____
Notary Public

My Commission Expires:

_____

EXHIBIT "A"
Legal Description of Easement Area

Fulton Homes Escalante – Parcel 7
San Ysidro Water Easement

Job No. 21-0184 April 27, 2021

A portion of Tract A of the Final Plat for Fulton Homes Escalante – Parcel 7, recorded as book 1544, page 20, Maricopa County Records, and being within a portion of Section 7, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows;

COMMENCING at a brass cap flush at the intersection of Sand Hills Road and 157th Drive, as shown on said Final Plat, from which a brass cap flush at the west end of Sand Hills Road bears North 89 degrees 42 minutes 09 seconds West (Basis of Bearing), 1123.80 feet;

thence along the centerline of said Sand Hills Road, North 89 degrees 42 minutes 09 seconds West, 516.36 feet;

thence North 0 degrees 17 minutes 51 seconds East, 27.50 feet to the POINT OF BEGINNING;

thence North 0 degrees 17 minutes 51 seconds East, 125.00 feet;

thence North 22 degrees 12 minutes 09 seconds West, 110.20 feet;

thence North 0 degrees 09 minutes 44 seconds West, 56.72 feet;

thence South 89 degrees 42 minutes 09 seconds East, 20.00 feet;

thence South 0 degrees 09 minutes 44 seconds East, 52.67 feet;

thence South 22 degrees 12 minutes 09 seconds East, 110.28 feet;

thence South 0 degrees 17 minutes 51 seconds West, 128.98 feet;

thence North 89 degrees 42 minutes 09 seconds West, 20.00 feet to the POINT OF BEGINNING.

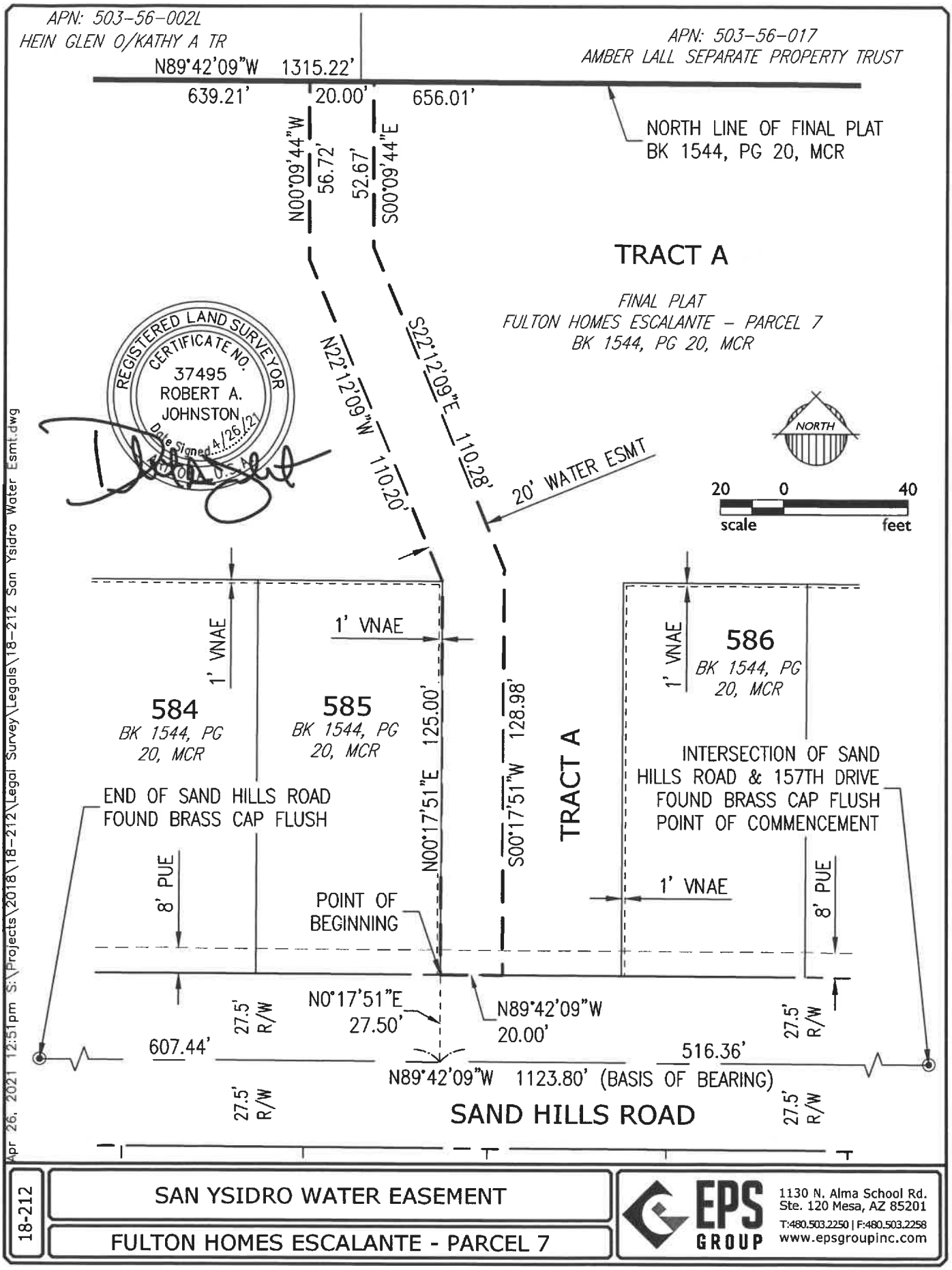


Said portion of land containing 5,838 square feet, or 0.1340 acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

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

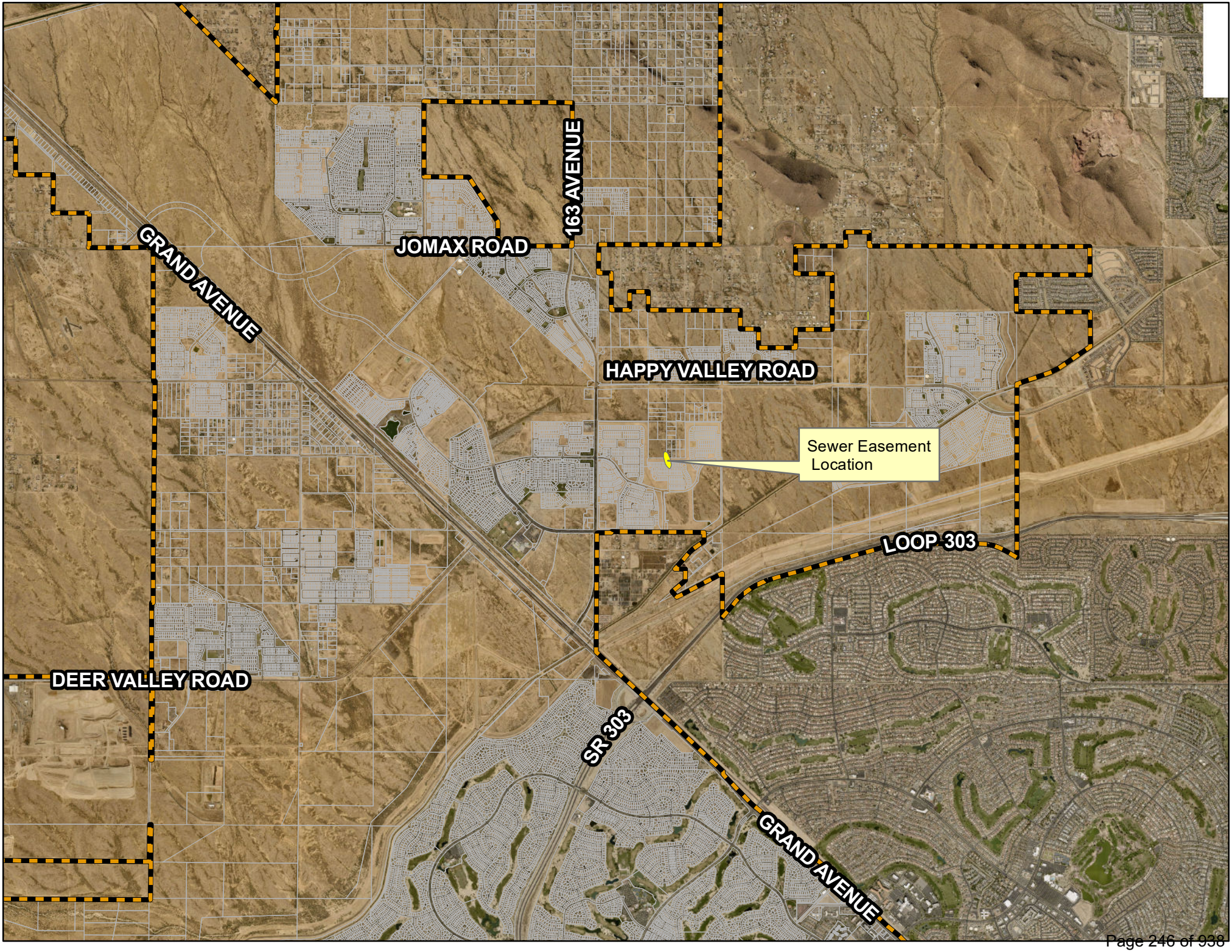
EPS Group, Inc. • 1130 N. Alma School Road, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258
S:\Projects\2018\18-212\Legal Survey\Legals\18-212_San Ysidro Water Esmt LD.docx

EXHIBIT "B"
Depiction of Easement Area



Apr 26, 2021 12:51pm S:\Projects\2018\18-212\Legal Survey\Legals\18-212 San Ysidro Water Esmt.dwg

18-212	SAN YSIDRO WATER EASEMENT	EPS GROUP	1130 N. Alma School Rd. Ste. 120 Mesa, AZ 85201 T:480.503.2250 | F:480.503.2258 www.epsgroupinc.com
	FULTON HOMES ESCALANTE - PARCEL 7		


GRAND AVENUE
JOMAX ROAD
163 AVENUE
HAPPY VALLEY ROAD
Sewer Easement Location
LOOP 303
DEER VALLEY ROAD
SR 303
GRAND AVENUE

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021
Submitting Department: Public Works
Staff Recommendations: None

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

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

Agenda Wording:
Consideration and action pertaining to approval of a Fiscal Year 2022 budget amendment moving budget authority in the amount of $75,000 within the Stormwater Capital Fund from Contingency to project P61610: Cactus Road and Cotton Lane Intersection Improvement Project; Resolution # 2021-114.

Motion:
I move to approve Resolution #2021-114.

Background:
The purpose of this action is to re-establish project P61610 in the FY2022 budget year. Cactus Road and Cotton Lane are rapidly developing corridors in Surprise. Several developments and landowners are adjacent to each roadway. Several drainage and transportation challenges will exist until the area is fully developed. This project provides funding for utility relocations in connection with new drainage infrastructure to mitigate flooding in the intersection in advance of future development.

Objective Analysis:
Approval of this item supports the Council's Strategic Goal focused on improving the City's transportation network, public safety, and economic development.

Policy Compliant:
This item is policy compliant as it relates to the City's financial policies for transferring funds and budgetary amendments.

Financial Impact:
The actual costs of the infrastructure improvements are one-time in nature and will be based on service contracts to install the improvements. Anticipated expenses associated with P61610: Cactus Road and Cotton Lane Intersection Improvement are $75,000.

Budget Impact:
If approved, this item will amend the FY2022 adopted budget by moving budget authority in the amount of $75,000 within the Stormwater Capital Fund from Contingency to project P61610: Cactus Road and Cotton Lane Intersection Improvement. This does not represent an actual transfer of funds, but only a transfer of budget authority and does not increase or decrease the total budget.

FTE Impact:

This budget amendment does not include any funding for FTE and does not impact the FTE count for the city.

ATTACHMENTS:

1. Res 2021-114 Cactus Cotton Intersection Improv Project

RESOLUTION # 2021-114

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2022 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF $75,000 WITHIN THE STORMWATER CAPITAL FUND FROM CONTINGENCY TO PROJECT P61610: THE CACTUS ROAD AND COTTON LANE INTERSECTION IMPROVEMENT PROJECT.

WHEREAS, funding is required in project P61610 in the amount of $75,000 to complete intersection improvements at the Cactus Road and Cotton Lane intersection;

WHEREAS, moving budget authority in the amount of $75,000 within the Stormwater Capital Fund from Contingency to project P61610: Cactus Road Cotton Lane Intersection Improvements is necessary;

WHEREAS, the FY2022 budget was adopted by Council Resolution #2021-87 on June 1, 2021;

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, the actions set forth herein 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, 2021 through June 30, 2022.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

APPROVED AND ADOPTED this _____day of _____, 2021.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

RESOLUTION # 2021-114
Exhibit A

1. Appropriation- The table below represents a movement of budget authority in the amount of $75,000 within the Stormwater Capital Fund from Contingency to project P61610: Cactus Road and Cotton Lane Intersection Improvement, to establish a budget for infrastructure improvement in the area in advance of future development. 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
Stormwater Capital	Public Works	P61610 Cactus & Cotton Intersection Imp	E	0	75,000	75,000
Stormwater Capital	Public Works	Contingency	E	316,900	(75,000)	241,900
				316,900	**-**	**316,900**

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021
Submitting Department: Legal
Staff Recommendations: None

Contact Person:
District: Citywide

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

Agenda Wording:
Consideration and action pertaining to approval of a Wired Telecommunications License and Right-of-Way Use Agreement with Wyyerd Connect, LLC; Resolution #2021-106.

Motion:
I move to approve Resolution #2021-106.

Background:
Wyyerd Connect, LLC is a competitive local exchange carrier (CLEC) that intends on installing, operating, maintaining, and repairing fiber-to-the-premise networks and fiber-based services to homes, residences, and government agencies (such as municipal facilities, schools, and police and fire departments), including telephony services, internet/broadband services, and end-to-end fiber-based services, but does not intend on providing enterprise/wholesale customer segments (non-residential or non-government customers).

Wyyerd Connect provided the City with a letter to further describe the nature of their business, which is included herein.

Objective Analysis:
The primary benefit of this agreement to the City is receipt of revenue provided for in the agreement, including an annual linear foot fee, permit and review fees, violation fees, damage fees, and a transaction privilege tax where applicable.

Policy Compliant:
This agreement is compliant with City and Council policy and state law governing licensing of municipal rights-of-way.

Financial Impact:
Through this Wired Telecommunications License and Right-of-Way Use Agreement, the City anticipates a potential positive financial impact through the collection of review and permitting fees, determined upon submission of plans and documentation.

The City also anticipates revenue from the annual assessment of a $.89 per linear foot fee, which is derived from a portion of real estate value and is consistent with other jurisdictions' applied

calculations. This fee is also consistent with the City's other agreements with telecommunications licensees. Due to the nature of this applicant's business model and proposed use of the right-of-way, this $.89 linear foot fee will be capped at 5% gross revenues.

Budget Impact:

No impact to budget anticipated at this time.

FTE Impact:

No FTE impact anticipated.

ATTACHMENTS:

1. 21.07.23 Res 2021-106 Presentation
2. Wyyerd Connect ROW License City of Surprise
3. 21.07.23 Res 2021-106

SURPRISE
ARIZONA

WYYERD CONNECT LLC
WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT

AUGUST 17, 2021

BACKGROUND

- Wyyerd Connect, LLC is Competitive Local Exchange Carrier (CLEC)
  - Intends only to install, operate, maintain, and repair fiber-to-the-premise networks and fiber-based services to homes, residences, and government agencies (including municipal facilities, schools, and police and fire departments)
  - Does not intend to provide enterprise/wholesale customer segments (non-residential or non-governmental customers)
  - Will be providing internet service directly to residences throughout Surprise

PURPOSE

- Request to use City rights-of-way and public utility easements to construct telecommunications infrastructure
- Placing fiber and conduit in City rights-of-way associated with the provision of internet service directly to residences

OBJECTIVE ANALYSIS

- Comply with applicable State law
- Roadway construction minimized



FINANCIAL IMPACT

- Potential revenue
  - Review fees
  - Permit fees
  - Violation fees
  - Damage fees
  - Transaction privilege tax as applicable
  - Annual fee ($.89/LF – capped at 5% of the applicant's gross revenues, due to the nature of its business)

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT

This Wired Telecommunications License and Right-of-Way Use Agreement ("Agreement") is entered into this ____ day of August, 2021 by and between the City of Surprise, an Arizona municipal corporation ("City") and Wyyerd Connect LLC, a Delaware limited liability company ("Licensee").

RECITALS

WHEREAS, City owns public street and alley right-of-way and public utility easements within the boundaries of the City of Surprise;

WHEREAS, Licensee has obtained from the Arizona Corporation Commission ("ACC") a Certificate of Convenience and Necessity ("CC&N") in Arizona Corporation Commission matter T-21087A-19-0300, dated June [8], 2021 (the "Certificate");

WHEREAS, Licensee desires the ability to install, operate, maintain and repair cable containing bundles of multiple optical fibers, within the right-of-way for the purpose of providing fiber-to-the-premise networks and fiber-based services, as authorized by the Arizona Corporation Commission, subject to the requirements of this Agreement;

WHEREAS, Licensee is a Competitive Local Exchange Carrier (CLEC) and will primarily install, operate, maintain, and repair fiber-to-the-premise networks and fiber-based services to homes, residences, and government agencies (including municipal facilities, schools, and police and fire departments), including telephony services, internet/broadband services, and end-to-end fiber-based services. While not its primary business focus, Licensee may also provide ancillary fiber-based services to enterprise and wholesale customer segments (non-residential or non-governmental customers);

WHEREAS, City is authorized to regulate its streets, alley and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation, repair, and maintenance of facilities within the City's boundaries pursuant to the Surprise Municipal Code, and by virtue of federal (47 U.S.C. § 253) and state statutes (including, but not limited to, A.R.S. §§ 9-581, 9-582, and 9-583), by the City's police powers, its authority over City's public right-of-way, and its other governmental powers and authority;

WHEREAS, City desires to reserve rights to construct, use, and allow others to construct and use all manner of additional improvements in the right-of-way, while granting Licensee a license to install, operate, maintain and repair Fiber Optic Cable within the City's right-of-way;

WHEREAS, Licensee agrees to provide and maintain accurate maps showing the location of all Fiber Optic Cable owned or used by Licensee in the City right-of-way, and to comply with such other mapping requirements as City may establish from time to time;

WHEREAS, Licensee will secure the appropriate licenses, encroachments and other permits required by the City for the placement of its Conduit Systems, Fiber Optic Networks, and related facilities within City right of way;

WHEREAS, Licensee has agreed to comply with public property use requirements that City has and may establish from time to time.

NOW THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Licensee, and the covenants and agreements contained herein to be kept and performed by Licensee, and for other good and valuable consideration, the City hereby grants to Licensee a telecommunication license and permission to use the public right-of-way pursuant to the terms and conditions set forth herein.

DEFINITIONS

Cable Services shall have the same meaning as defined in Chapter 50 of the Surprise Municipal Code, herein incorporated by this reference, and in A.R.S. § 9-581. Cable Services is not a Telecommunications Service.

Conduit means pipes made of varying materials designed to protect buried Fiber Optic Cables.

Conduit System means any combination of Conduits, ducts, inner-ducts, manholes, and hand holes – all joined to form an integrated whole.

Dark Fiber means Fiber Optic Cables that have not been connected to transmission equipment or otherwise part of a Fiber Optic Network. Dark Fiber sales and leasing is not a Telecommunications Service.

Facilities means the plant, equipment, and property used in the provision of communication and Telecommunication Services and not owned by the City, including, but not limited to, poles, wires, pipe, Conduit, pedestals, antenna, Fiber Optic Cables, and other appurtenances placed in, on, or under the ROW.

Fiber Optic Cable means a cable containing bundles of optical fibers used to carry optical signals. Fiber Optic Cables may be part of a Fiber Optic Network.

Fiber Optic Network means a communication system consisting of an optical transmitter used to convert an electrical signal into an optical signal to send into an optical fiber, Fiber Optic Cables routed through conduits and buildings, amplifiers, and an optical receiver to recover the signal as an electrical signal. A Fiber Optic Network contains Fiber Optic Cables and is used for the purpose of Telecommunications Services.

Gross Revenues means all cash, credits, property of any kind or nature, or other consideration, less related bad debt not to exceed one and one-half per cent annually, that is received directly or indirectly by the Licensee, its affiliates, subsidiaries or parent or any person, firm or corporation in which the Licensee has a financial interest or that has a financial interest in the telecommunications provider and that is derived from the Telecommunications Services provided in the area of jurisdiction. Gross revenues include all revenue from charges for Telecommunications Services to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive Telecommunications Services, and any other receipts from subscribers derived from operating the telecommunications system to provide Telecommunications Services, including receipts from forfeited deposits, sale or rental of equipment to provide Telecommunications Services, late charges, interest and sale of program guides. Gross revenues also include all income the Licensee receives from the lease of its facilities located in the public streets, roads and alleys, unless services that the lessee provides over the leased facilities are subject to a transaction privilege tax of the licensing authority. Gross revenues do not include revenues from fees, taxes or other fees or charges that the Licensee collects and pays to any governmental authority, any increase in the value of any

stock, security or asset, or any dividends or other distributions made in respect of any stock or securities.

Right-of-Way ("ROW") means the roads, streets, highways, and alleys and all other dedicated public rights-of-way and public utility easements of the City.

Telecommunications means the transmission of information, between or among points specified by a user, of the user's choosing, without change in the form or content of the information as sent and received. Telecommunications does not include commercial mobile radio services, pay phone services, interstate services, Cable Services, information services, or the sale or leasing of Dark Fiber for transmission purposes.

Telecommunications Services means the offering of Telecommunications for a fee directly to the public or to such users as to be effectively available directly to the public. Telecommunications Services does not include commercial mobile radio services, pay phone services, interstate services, Cable Services, information services, the sale or leasing of Dark Fiber for transmission purposes, or the sale or leasing of Conduit.

AGREEMENT

1. **LICENSE; TERM**

1.1. License; Route. The City hereby grants to Licensee a non-exclusive, revocable license to use the designated portion of the ROW ("Route") subject to and conditioned upon Licensee's full, timely, complete, and faithful performance of all obligations required under this Agreement. Such use of the Route will be for the sole purpose of operating and maintaining a wired network as described in this Agreement. The Route will be occupied by Licensee's Conduit System, Fiber Optic Network, plant, equipment, and property used in the provision of communication and Telecommunication Services, including, but not limited to, poles, wires, pipe, Conduit, pedestals, antenna, Fiber Optic Cables, and other appurtenances placed in, on, or under the ROW (collectively, the "Licensee's Facilities") and is as reflected on the map (i.e. use area) in **Exhibit A**, herein incorporated by this reference. For the avoidance of doubt, under no circumstances shall the Route include any other property other than the ROW. Licensee may request modification or expansion of the Route by submitting all required permits for construction to the City. Any modifications or expansions to the Route shall be governed by the terms and conditions of this Agreement and must be approved in writing by the City in its sole discretion. Any modifications or expansions shall become part of the Route. Licensee shall not use any portion of the ROW that is abandoned by the City or removed from the City's legal boundaries or for any purpose other than that expressly stated this Agreement.

1.2. Term; Effective Date. This Agreement is effective the date the last party signs ("Effective Date") and shall remain in effect for five (5) years from the Effective Date ("Term"), unless sooner terminated. No provision of this Agreement may be construed to grant any automatic extension, renewal, or replacement thereof.

1.2.1. Holdover. If Licensee's Facilities remain in the Route, and Licensee continues to use such Licensee's Facilities beyond the expiration of the Term, the Agreement shall be considered to be in a "Holdover Term," subject to the terms and conditions of this Agreement. Such Holdover Term, however, shall not exceed sixty (60) days

beyond the expiration of the Term, and no permits will be issued to Licensee by the City until a new license agreement has been approved by the City Council.

1.2.2. Failure by Licensee to have a valid license to use the Route or other ROW by the expiration of the Holdover Term shall result in immediate withdrawal and revocation of any existing permits issued by the City to Licensee. If, however, Licensee has timely filed its application and is in active negotiations with the City prior to the expiration of the Agreement, the City may, in its discretion, grant, extend, or take no action on permits issued to Licensee prior to the expiration of the Agreement.

1.3. Renewal. The parties may extend the Term of this Agreement for up to three (3) additional five (5) year periods upon the mutual written consent of both parties. Such renewal must be made within one-hundred eighty (180) days prior to the termination of the initial Term of the Agreement. Licensee understands that the City may adopt future code amendments or fee schedules relating to use of the ROW, which may become applicable to this Agreement upon its initial or subsequent renewal. Licensee acknowledges the right of the City to adopt and implement such lawful code amendments and/or fee schedules.

1.4. Amendments. This Agreement may not be amended without the written approval of both parties, except as described herein.

1.5. No Real Property Interest. Notwithstanding any provision in this Agreement to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Licensee's rights in the Route is limited to the license rights created by this Agreement, which creates a revocable (subject to the terms and provisions herein), non-exclusive license in the Route. The City and Licensee do not by this instrument intend to create a lease, easement or other real property interest. Licensee shall have no real property interest in the Route or any portion of the ROW. Licensee's rights hereunder are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Route. Licensee's rights hereunder are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the Route or Licensee's use thereof.

1.6. "AS-IS" Condition. Licensee is responsible for the study and inspection of the Route to be used pursuant to this Agreement and for determining the fitness for use intended by Licensee. The City expressly disclaims all warranties of merchantability or fitness for a particular purpose or absence of hazardous conditions associated with the Route and the ROW. Licensee accepts the Route and ROW in "AS-IS" condition, without representation or warranty of any kind by the City, its officers, agents, or employees, and subject to all applicable laws governing the use of the Route for the permitted uses allowed by this Agreement.

1.7. Mapping Requirement. Licensee shall maintain as-built drawings of Licensee's Facilities located within the Route and furnish a copy to the City using as-builts in pdf and AutoCAD. Upon completion of new or relocation construction of Licensee's Facilities in the Route, Licensee shall create and maintain precise, up-to-date maps of any of Licensee's Facilities and the Route using as-builts in pdf and AutoCAD and will make this information available to the City.

1.8. Dark Fiber. To the extent Licensee occupies the ROW with empty Conduit and/or Dark Fiber and/or uses the ROW to provide services other than the Telecommunication Services as defined by A.R.S. § 9-581, such use or occupation of the ROW is subject to the terms and conditions of this Agreement and any applicable fees, permits, and laws.

1.9. Cable System. If Licensee obtains or seeks federal, state, or local approval to provide Cable Services over Licensee's Facilities within the City, this Agreement shall remain in effect according to its terms, and Licensee shall continue to pay any fee required by this Agreement, regardless of any legal or regulatory provisions, permits or other processes or rules that might now or hereafter provide otherwise. This Agreement does not allow Licensee to provide one-way transmissions by anyone directly to customers or any other type of video programming or other programming or transmission within the City that may be subject to a cable television license or franchise within the City's boundaries.

1.9.1. Licensee shall not use Licensee's Facilities to provide Cable Services, cable television, or for open video service without the proper formal authorization by the City in separate agreements.

1.9.2. Licensee may enter into User Contracts, as defined in Section 3.8, to allow third-parties to use Licensee's Facilities for Cable Services, cable television, or for open video service only if the third-party has already entered into the proper agreements with the City that allows the third-party to conduct such activities.

2. USE OF THE ROW; PERMITS

2.1. Maintenance of Licensee's Facilities. Licensee shall be solely responsible for all maintenance, repair, and provision of all utilities for Licensee's Facilities under this Agreement. Licensee shall at all times repair and maintain Licensee's Facilities and the Route at Licensee's sole expense in a sound, clean, safe manner, meeting or exceeding the best industry practices.

2.2. Liability for Licensee's Work. For purposes of this Agreement, whenever work is done in the ROW or adjacent to the ROW as part of any work Licensee is performing in the ROW, Licensee agrees that it is solely responsible for the acts, errors, omissions, and any negligence of any or all persons, firms, partnerships, corporations, associations or other organization, or a combination of any of them, including any subcontractor hired and/ or used by Licensee, that performs services or provides goods relating to this Agreement and that the obligations of this Agreement are imposed on both Licensee and any of Licensee's contractors (and any subcontractors used thereunder), who will be considered Licensee's representatives and for whom Licensee will be responsible.

2.3. Licensee shall ensure that Licensee and its employees, agents, contractors, and representatives comply with all ROW use requirements, including, but not limited to, the following:

2.3.1. Licensee shall ensure that Licensee's Facilities are constructed, installed, operated, repaired, and/or maintained in accordance with the Surprise City Code and established practices with respect to the ROW, including, but not limited to, obtaining the proper permits prior to commencing any work and following all terms and conditions of such permits.

2.3.2. Licensee's use of the ROW shall be according to plans approved by the City Engineer, provided that such approval of plans shall not be unreasonably withheld or delayed.

2.3.3. Licensee's Facilities to be constructed, installed, operated, maintained, upgraded, and/or removed shall be located or relocated as to interfere as little as possible with traffic or other authorized uses within the ROW. Any phases of construction and/or installation relating to traffic control, backfilling, compaction, paving, and/or location or relocation of Licensee's Facilities shall be subject to regulation by the City Engineer.

2.3.4. Provided such guidelines complies with State and Federal law, the City may issue reasonable policy guidelines to all Telecommunications Services licensees/permittees to establish procedures for determining how to control the issuance of engineering permits to multiple licensees/permittees for the same one-mile segments of the ROW. Licensee agrees to cooperate with the City in establishing such policies with procedures established by the City Manager or their designee to coordinate the issuance of multiple engineering permits in the same one-mile segments of the ROW.

2.3.5. Licensee and its employees, agents, contractors, and representatives are subject to the City's exercise of its police, regulatory, and other powers as the City now has or may later obtain, and a license or other agreement may not waive application of the same. The City shall have continuing jurisdiction and supervision over any facilities located within or on the ROW, including, but not limited to, Licensee's Facilities. Daily administrative, supervisory, and enforcement responsibilities are hereby delegated and entrusted to the City Manager or their designee to interpret, administer, and enforce the provisions of this Agreement.

2.4. Permits before Construction/Installation. Licensee may not install, construct, locate, or attach any Licensee's Facilities to any property within the City, including the ROW, until Licensee has applied for and received approval for permits from the City Engineer. Licensee shall be solely responsible for any and all acts, errors, omissions, and negligence of Licensee's contractors (and any subcontractors used thereunder) who are involved in the design, installation, construction, maintenance, repair, location, relocation, and/or any other activity involving Licensee's Facilities subject to this Agreement. Licensee and Licensee's contractors (and any subcontractors used thereunder) shall comply with all provisions of the Surprise City Code, including, but not limited to, off-site construction regarding streets and sidewalks and other applicable City and/or Maricopa County regulations. All rights hereunder are granted under the express condition that the City shall have the power at any time to impose lawful restrictions and limitations upon, and to make regulations as to Licensee's use of the ROW as may be deemed best for the public interest, safety, or welfare, to the same extent that such restrictions and limitations are applied to all non-governmental occupants/users of the ROW.

2.5. Details/Specifications for Permits. Licensee shall submit all applicable permit applications together with the details, plans, and specifications for City review and approval, and pay all applicable application, review, and inspection fees, prior to any and all construction work to be performed pursuant to this Agreement.

2.6. Stipulations. Licensee and its contractors shall abide by all stipulations of all licenses and permits issued.

2.7. Permits for Relocation. If Licensee desires to change the location of any portion of Licensee's Facilities from the initial permit application(s), Licensee shall apply for and obtain approval for an amendment to the permit prior to installation or construction, which approval shall not be unreasonably withheld or delayed.

2.8. Criteria for Approval. The City will approve or deny applications based on the availability of space at the location(s) sought by Licensee, safety, and other considerations in accordance with the Surprise City Code, the City's practice, applicable ROW construction regulations, and other applicable laws.

2.9. Construction Standards. Any of Licensee's Facilities placed in the ROW shall be constructed using industry standard boring and trenching construction methods. Other material placed in the ground may include concrete manholes, generally 4x4x4, pull boxes/handholes (#7s and #9s) and HDPE couplings and elbows, fiber optic cable, splice cases, tracer wire, grounding material, mule tape, jet string and conduit plugs. Licensee and/or its contractors shall install any new Conduit and access points (e.g. manholes, pull boxes) using industry standard practices and in full compliance with the Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Maricopa Association of Governments ("MAG") as amended, the City's supplements to MAG, and the City's Engineering Development Standards ("EDS").

2.9.1. Aerial Facilities. In accordance with the EDS, Licensee may place Fiber Optic Cables above ground along the Route where there are existing aerial/aboveground facilities. If such existing aerial/aboveground facilities are subsequently relocated underground, Licensee shall relocate its then-existing aerial/aboveground Fiber Optic Cables underground in those locations and locate any new Fiber Optic Cables underground in those locations.

2.10. Written Approval for Changes. Licensee shall obtain written approval from the City Engineer or their designee if Licensee desires to change any components of any Licensee's Facilities, which shall not be unreasonably withheld, delayed, or denied.

2.11. Work Restrictions/Requirements. Licensee shall comply with and ensure that its contractors comply with the City of Surprise Temporary Work Zone Traffic Management Policy ("Surprise Work Policy"), as amended from time to time, herein incorporated by this reference. All of Licensee's work under this Agreement shall follow the Surprise Work Policy, which includes, but is not limited to, defined road types, allowable hours of work and holiday/event restrictions, and other work requirements and restrictions. The City will provide the Surprise Work Policy as requested and may be found on the City of Surprise website.

2.12. Right to Inspect. The City shall have the right, but not the obligation, to inspect all construction and/or installation work performed subject to the provisions of this Agreement and to make such tests as the City deems necessary to meet the City's standards, the Surprise Work Policy, the MAG Uniform Standard Specifications and Standard Details for Public Works Construction, and any and all applicable City supplements thereto.

2.13. Common Installations. Licensee shall reasonably coordinate the installation of Licensee's Facilities with other utilities and the City to accommodate opportunities for common installation. Nothing herein shall require Licensee to incur any material additional expense to accommodate common installations.

2.14. Boring; Street Openings. Although the exact placement and location of Licensee's Facilities shall be determined by the City through the permitting process, Licensee has expressed its intent and the City has expressed its desire to have such Licensee's Facilities installed outside of the paved street area whenever such location is feasible and reasonable. If Licensee intends to place Licensee's Facilities by directional boring under such streets when feasible and reasonable, said bore profiles based on vacuum pothole information shall be part of the engineered plans to be submitted to the City. Arterial streets shall not be bored, unless approved by the City Engineer in writing. In the event that a street opening in the pavement cannot be avoided, Licensee agrees to pay a fee in accordance with the City's Development Services Fee Schedule, as amended, and the Surprise Municipal Code (including, without limitation, trenching permit fees and fees for excavation in paved streets).

2.15. Dedicated Personnel. Licensee shall provide and identify a representative (e.g. project manager) who shall be the contact person for the City during any construction periods.

2.16. Adjacent Property-Owners. Licensee shall provide written notice to adjacent property-owners, or other individuals or entities having lawful control of adjoining property, of any activity by Licensee that may interfere with access to said property during all construction activities or other operations, except to the extent that this requirement of maintain access is waived in writing by the adjacent property-owner or other individual or entity having lawful control of such adjoining property. If an emergency requires activity without such written notice, Licensee shall use commercially reasonable efforts to provide timely actual notice to the adjacent property-owner or other individual or entity having lawful control of such adjoining property. Upon request, Licensee shall promptly provide the City with the documentation of such permission from such affected property owner.

2.17. Opening/Alteration. Whenever Licensee or Licensee's contractors (and any subcontractors used thereunder) shall cause any opening or alteration to be made for any purpose in any public streets or public places the opening or alteration shall be completed and restored with due diligence within seven (7) business days following completion of Licensee's work which necessitated such opening or alteration, weather permitting. Licensee shall upon the completion of the opening or alteration, restore the property, improvements or landscaping disturbed by Licensee or Licensee's contractors (and any subcontractors used thereunder) to a condition substantially comparable to the condition before the opening or alteration and the restoration shall be performed with due diligence within a reasonably prompt time.

2.18. Restoration. After any work, installation, repair, maintenance, replacement, or relocation work performed in the Route, Licensee shall restore all disturbed areas of the Route, affected ROW, and any affected surrounding property to the same condition or better that existed immediately prior to the commencement of the installation, repair, maintenance, replacement or relocation work. Such restoration includes, but is not limited to, repairing and/or replacing to the City's standards, rules, and policies (as amended from time to time) all pavement, sidewalks, curbs, landscaping, or other City improvements that may be disturbed or damaged by Licensee's activities or work under this Agreement.

2.19. Clean; Removal of Debris. Licensee and/or its contractors shall, during construction and upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site, the Route, and the ROW in a safe, neat, and clean condition.

2.20. Safety. Licensee and its contractors shall be solely and completely responsible for the conditions of any job site, including safety of all individuals (including employees) and property, during performance of the work. This requirement shall apply continuously and is not limited to normal working hours. The safety provisions herein shall conform to all applicable federal (including OSHA), state, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the stricter requirement shall be followed. Licensee's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve Licensee from compliance with these provisions.

2.21. Traffic Control. Licensee shall comply with the following traffic control requirements:

2.21.1. Licensee's traffic control shall comply with the City of Surprise Temporary Work Zone Traffic Management Policy, herein incorporated by this reference. Licensee shall follow the guidelines contained in the latest editions of the Manual on Uniform Traffic Control Devices ("MUTCD"), herein incorporated by this reference, and the City of Phoenix Traffic Barricade Manual, herein incorporated by this reference. Licensee shall additionally comply with any special provisions herein.

2.21.2. At the time of the pre-construction conference, Licensee shall designate an individual who is well qualified and experienced in construction traffic control and safety, to be responsible for implementing, monitoring, and altering traffic control measures as necessary to insure that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists, and workers are protected from hazards and accidents. Any entity wishing to obtain a permit to place, maintain, and/or remove temporary traffic control within the City of Surprise shall obtain an annual traffic control permit from the City per the City of Surprise Temporary Work Zone Traffic Management Policy. At the same time, the City shall designate a representative who will be responsible for ensuring that all traffic control and traffic control alterations are implemented per the traffic control specifications as defined in the approved traffic control plan.

2.21.3. Licensee shall have the full responsibility and liability for traffic control for a project. Licensee shall submit a traffic control plan ("Traffic Control Plan") to Traffic Engineering for approval – five (5) business days prior to beginning work under this Agreement. The Traffic Control Plan shall include all motor vehicles, bicyclists, and pedestrians. Licensee shall not begin construction until the Traffic Control Plan is approved by the City. An approved Traffic Control Plan shall be maintained onsite during all phases of construction; otherwise, construction will cease until the Traffic Control Plan is approved. During construction it may be necessary to alter traffic control as approved by Traffic Engineering. Alterations to traffic control shall be in accordance with City of Surprise Temporary Work Zone Traffic Management Policy, the latest edition of the MUTCD, and/or the latest edition of the City of Phoenix Traffic Barricade Manual. The most restrictive manual shall apply. Licensee shall pay any and all applicable barricade fees.

2.21.4. In the event Licensee or Licensee's contractors (and any subcontractors used thereunder) damages any traffic signal equipment, traffic signal conduit, loop detectors, and/or circuits, Licensee shall have them repaired immediately at its expense by an electrical contractor that has had traffic signal experience which is pre-approved by the City. Any damage repaired by the City will be billed to Licensee at cost.

2.21.5. Licensee shall notify all adjacent and/or affected residents and/or businesses in advance of any street, alley, sidewalk, and driveway closures per the Temporary Work Zone Traffic Management Policy so that they can make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area.

2.21.6. Pedestrian access shall be maintained along the length of the project at all times per the requirements of the ADA and as approved by Traffic Engineering.

2.22. Arizona 811. Licensee and Licensee's contractors (and any subcontractors used thereunder) shall comply with A.R.S. §§ 40-360.21 through 40-360.32 and participate as a member of Arizona 811 with the necessary records and persons to provide location service of Licensee's Facilities upon receipt of a locate call or as promptly as possible, but in no event later than two (2) working days. A copy of the agreement or proof of membership shall be filed with the City Engineer.

2.23. Compliance with Laws. Licensee shall comply with all applicable laws as amended from time to time, including but not limited to, the Surprise City Code, Arizona law, and federal law in the exercise and performance of its rights and obligations under this Agreement. If it is necessary for Licensee to comply with any law or regulation of the Federal Communications Commission ("FCC") or the ACC) to engage in the business activities anticipated by this Agreement, Licensee shall comply with such laws or regulations. Provided, however, no such law or regulation of the FCC or ACC shall enlarge or modify any of the rights or duties granted by this Agreement without a written modification to this Agreement.

3. NON-EXCLUSIVITY; THIRD-PARTY CONTRACTS

3.1. Non-Exclusive. This Agreement is non-exclusive and nothing herein shall prevent the City from granting like or similar privileges to any other individual or entity.

3.2. City's Control of ROW. Any and all rights granted to Licensee shall be subject to the prior and continuing right of the City to use and manage the ROW exclusively or concurrently with any individuals and/or entities and to manage the City's own conduit, fiber optic cables, or facilities. Any and all rights granted to Licensee shall be subject to all deeds, easements, dedications, covenants, restrictions, encumbrances, and claims to title which may affect public property. Nothing in this Agreement shall be construed to grant, convey, create, or vest any real property interest in land to Licensee, including any fee or leasehold interest, easement, or any franchise rights. The City shall have full authority to regulate, on a non-discriminatory basis, use of the Route and the ROW and to resolve competing demands and preferences regarding use of the Route and the ROW and to require Licensee to cooperate and participate in implementing such resolutions. Without limitation, the City may take any or all of the following into account in regulating use of the Route and the ROW:

3.2.1. All timing, public, operational, financial, and other factors affecting existing and future proposals, needs, and plans for Competing Activities, as defined in Section 3.6;

3.2.2. All other factors the city may consider relevant, whether or not mentioned in this Agreement; and/or

3.2.3. Differing regulatory regimes and/or laws applicable to claimed rights, public benefits, community needs, and all other factors relating to Competing Activities, as defined in Section 3.6.

3.3. Accommodate City's Activities. Nothing in this Agreement shall be construed to prevent the City from abandoning, altering, improving, repairing, or maintaining its facilities and/or the ROW, and for that purpose to require Licensee, at no expense to the City, to remove, relocate, or abandon in place Licensee's Facilities in order to accommodate the activities of the City. The City shall not be liable for lost revenues sustained by Licensee, however caused, because of damage, modification, alteration, or destruction of Licensee's Facilities in the ROW, when such costs or lost revenues result from the construction, operation, and/or maintenance of City facilities and/or the ROW, provided that the activities resulting in such costs or lost revenues are conducted in accordance with applicable laws and regulations.

3.4. City's Rights. There is hereby reserved to the City every right and power required pursuant to this Agreement to be herein reserved or provided by any lawful ordinance or law, and Licensee by its execution of this Agreement agrees to be bound thereby and to comply with any lawful action or lawful requirements of the City in its exercise of such rights or power, heretofore or hereinafter enacted or established. Neither the granting of any agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any lawful governmental right or power of the City.

3.5. Interference with Communications Operations. Licensee shall not install, operate, or allow the use of any equipment, methodology, or technology that may or would interfere with the optimum effective use or operation of the City's existing or future fire, emergency, or other communications equipment, methodology, or technology. Licensee shall be responsible to ensure compliance with this requirement by all persons using the Route through or under Licensee. If such interference should occur, Licensee shall immediately discontinue using the equipment, methodology, or technology that causes the interference until Licensee takes corrective measures to alter the Route

3.6. Competing Activities. Licensee accepts the risk that there may exist, now or in the future, all manner of work and improvements upon the ROW ("Competing Activities"). Competing Activities include, but are not limited to, laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, or realigning, whether above, upon, or below the surface of the ROW and whether occasioned by the existing or proposed uses of the ROW or existing or proposed uses of adjoining or nearby land, (i) all manner of streets, sidewalks, alleys, trails, ways, and traffic control devices of every description, (ii) all manner of other transportation facilities and their appurtenances, (iii) all manners of pipes, wires, cables, conduits, sewers, storm drains, pumps, valves, switches, conductors, connectors, poles, supports, access points and guys of every description, (iv) all manner of other utility facilities and their appurtenances, (v) all manner of canals, drains, bridges, underpasses, culverts and other

encroachments of every description and all manner of other facilities and their appurtenances, and (vi) all other uses of the ROW that the City may permit from time to time.

3.7. Subordinate Rights. Any right or privilege claimed pursuant to this Agreement by Licensee for any use of the ROW shall be subordinate to: (i) any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity; (ii) any prior lawful occupancy or use thereof by any other individual or entity; and (iii) any prior easements therein, provided however, that nothing herein shall extinguish or otherwise interfere with the property rights established independent of this Agreement. Licensee shall not obstruct, impede, disrupt, or interfere with or prevent any Competing Activities or any person or entity that has prior or subsequent rights to use the Route and/or ROW.

3.8. Third-Party Contracts. Licensee may enter into contracts with third-parties ("ROW Users") in the ordinary course of Licensee's business for use of Licensee's Facilities within the Route, subject to this Agreement. Such contracts ("User Contracts") are subject to all terms and conditions of this Agreement, including, but not limited to, the following:

3.8.1. No ROW User shall transmit data over Licensee's Fiber Optic Network, use Licensee's Facilities, or use the Route for any purpose, except under a User Contract with Licensee;

3.8.2. ROW Users shall not perform any construction, maintenance, repair, or any other work in the ROW, unless a ROW Users has a separate agreement with the City to do so; and

3.8.3. Identities of ROW Users shall be disclosed to the City, upon reasonable request, but will be deemed confidential if consistent with Arizona public records laws.

3.9. Disruption by Others. The City and its officials, agents, employees, or contractors shall not be liable to Licensee or its customers, the ROW Users, or other contractors for any service disruption or for any other harm caused to them or the Route due to Competing Activities.

3.10. Compliance with Agreement. Licensee shall cause all persons and/or entities using the ROW through or under Licensee or this Agreement to comply with all terms and conditions of this Agreement. Licensee is responsible for any and all violations of this Agreement by persons and/or entities using the ROW through or under Licensee or this Agreement.

4. FEES

4.1. City's Right of Fair and Reasonable Compensation. By entering into this Agreement, neither party waives any current or future rights reserved under the law or the Telecommunications Act of 1996, including, but not limited to, those rights pursuant to Section 253(c) that reserve the City's right to manage the ROW and to require fair, non-discriminatory and reasonable compensation from Licensee for use of the ROW.

4.2. Licensee's Payments. Licensee shall pay to the City each of the following separate and cumulative amounts (collectively, the "Fee Payment"):

4.2.1. An amount (the "Annual Fee Payment") based on Licensee's use of the Route to provide interstate telecommunications services as such services are defined by A.R.S. § 9-583(C)(2), for any leasing/licensing of fiber to third-parties, the placement or leasing/licensing of empty conduit, the placement or leasing/licensing of any dark fiber, and/or as otherwise described in section 4.3.

4.2.2. An amount (the "Permit Fee Payment") based on Licensee's permit review and other costs as set out below.

4.2.3. An amount (the "Violation Fee Payment") based on certain breaches by Licensee of this Agreement as set out below.

4.2.4. An amount (the "Transaction Privilege Tax") based on any qualifying services under the Surprise Tax Code.

4.2.5. All other amounts required by this Agreement.

4.3. Annual Fee Payment Amount. The amount of the Annual Fee Payment shall be eighty-nine cents ($0.89) per linear foot of trench in the ROW.

4.3.1. Within ten (10) days after the Effective Date, and on each annual anniversary of the Effective Date, Licensee will report to the City the amount of linear feet of trench permitted and/or installed in the ROW or on other City-owned property. The Annual Fee Payment for the coming year is calculated by multiplying the current annual per linear foot fee, as adjusted by annual CPI under section 4.6 for the year of payment, by the linear footage of trench permitted or installed in the ROW or on other City-owned property. The City must receive the Annual Fee Payment before the City will issue any new encroachment permits for additional facilities or equipment in the ROW or other City-owned property.

4.3.2. The Annual Fee Payment shall be adjusted annually as set forth in this Section. Commencing on the first anniversary of the Commencement Date (being the start of Year 2), and during the Term on each anniversary thereafter, the adjusted fee payment amount shall be the Annual Fee Payment established for the immediately preceding Year as increased by the percentage increase, if any, in the CPI-U (as defined below) from the Base Year 1st Half (as defined below) to the Current Year 1st Half (as defined below). The "CPI-U" means the Consumer Price Index, All Items, for All Urban Consumer, Phoenix Area, published by the Bureau of Labor Statistics of the United States Department of Labor (the "Bureau"). The period from January to June immediately preceding the then-current anniversary of the Commencement Date shall be the "Current Year 1st Half," and the period from January to June for the year before that shall be "Base Year 1st Half." (For example, if the Commencement Date were September 1, 2019 and the increase in the Annual Fee Payment were being calculated for the Year beginning September 1, 2020, then the increase would be the increase in the CPI-U from 1st Half 2019 to 1st Half 2020). In no event may the adjusted fee be less than the Annual Fee Payment for the prior year. If the Bureau ceases publishing the Consumer Price Index, or materially changes the method of its computation or other features thereof, the City shall substitute therefore a comparable index that is reasonably acceptable to both parties and is based upon changes in the cost of living or purchasing power of the consumer dollar published by any governmental

agency, responsible financial periodical, trade association, or educational institution. For example, which shall be used only as an example:

Linear Foot Fee

YEAR	1st Half CPI-U		2019 Fee		2020 Adjusted Fee	% of change
2020 / 2019	145.122 / 141.214	X	0.89	=	0.91	2.8%

4.3.3. In the event Licensee cancels or returns a permit and does not construct or install the Licensee's Facilities approved by such a permit, the fees Licensee previously paid for the respective permit may be applied as a credit to a future Annual Fee Payment or may be refunded to Licensee by the City.

4.3.4. Notwithstanding the above, Licensor and Licensee agree that the Annual Fee Payment shall not be greater than an amount equal to five percent (5%) of Licensee's Gross Revenues during each computation period for the Annual Fee Payment; however, such 5% annual cap shall only apply once Licensee has paying customers in the Route which are deemed Gross Revenues. Until Licensee has such paying customers that would be deemed Gross Revenues under this Agreement, Licensee will be subject to the Annual Fee Payment in full with no cap. If at any time Licensee no longer has paying customers or otherwise does not receive any Gross Revenues subject to the 5% cap, the Annual Fee Payment shall resume with no cap until such a time that Licensee again has applicable paying customers. The City shall have the right, at any time, to require written documentation to show that Licensee obtains paying customers; Licensee shall promptly comply with providing such documentation.

4.4. Appropriate Taxes. Licensee shall pay any applicable city, county and state transaction privilege and use taxes. Such taxes are in addition to any non-tax amounts owed by Licensee pursuant to this Section.

4.5. Permit Fee Payment Amount. Licensee shall pay all applicable construction permit fees, including, but not limited to, charges for encroachment permit applications, issuance, inspection, testing, plan review, and any other fees adopted by the City and applicable to persons doing work or encroaching in the ROW.

4.6. Adjustments. All fixed dollar amounts stated in this Agreement shall be automatically adjusted upward annually on July 1st. The adjustment shall be made on the basis of changes in the United States Consumer Price Index for all Urban Consumers (CPI-U), Phoenix Area, all items, published by the United States Bureau of Labor Statistics (the "Cost of Living Index"). The amount of each adjusted amount shall be calculated as described in Section 4.3.2. This computation is expressed by the following formula:

$$\frac{\text{Current Year 1st Half}}{\text{Base Year 1st Half}} \times \text{Current Amount} = \text{Adjusted Fee}$$

provided, that in no event shall any amount be adjusted downward from any previous period. If the Cost of Living Index has not been published on any adjustment date, the City shall have the right to estimate the Cost of Living Index and to make the adjustments based on such estimate, subject to adjustment when the actual figures become known. If such Cost of Living Index shall, for any reason whatsoever, not be published or readily identifiable at the adjustment date, an index published by any state or federal agency or an index, formula or table accepted generally by the real estate profession shall be used as chosen by the City in the City's reasonable discretion. Any delayed adjustment shall be effective retroactively. For example, which shall be used only as an example:

Fee for Failure to properly restore public ROW

	1st Half		2019		2020 Adjusted	%
YEAR	CPI-U		Fee		Fee	of change
2020 / 2019	145.122 / 141.214	X	600.00	=	616.60	2.8%

4.7. Fee Payment Cumulative. All items of Fee Payment shall be cumulative and separate from each other.

4.8. Fee Payment Schedule. Except as specifically provided elsewhere for Violation Fee Payment, Licensee shall pay all Fee Payment on the following schedule:

4.8.1. Licensee shall pay Annual Fee Payment by the anniversary date of each year of this Agreement.

4.8.2. Licensee shall pay Permit Fee Payment at the times and in the amounts specified by the City's normal processes for permitting, including, but not limited to, construction permits, encroachments, issuances, inspections, testing, plan review, and other processes applicable to persons doing work or encroaching in the ROW.

4.8.3. All other Fee Payment shall be payable quarterly in arrears on the last calendar day of the first month of the next calendar quarter. For example, the Violation Fee Payment for the first calendar quarter of a year shall be payable on or before April 30.

4.9. Fee Payment Amount Report. Each installment of Fee Payment by Licensee, other than Permit Fee Payment, shall include a report showing the manner in which each component of the Fee Payment was calculated. The report shall summarize the transactions giving rise to the License Fee Payment.

4.10. Damage Fees. Licensee shall pay all reasonable costs associated with any damage caused by Licensee or its subcontractors, employees, or agents to the ROW or other public property.

4.11. Violation Fee Payment. During the Term of this Agreement, the City may suffer certain money damages in the form of administrative cost and inconvenience, disharmony among Competing Activities, and general inconvenience in ROW use by the City, Competing Activities, and the public as a result of an uncured violation of this Agreement by Licensee ("Inconvenience Costs"). Assessing the actual damages for these Inconvenience Costs

may be impracticable to determine. In lieu of paying the actual damages for these Inconvenience Costs, the City may assess Violation Fee Payments against Licensee to cover the damages that caused the Inconvenience Costs and is as described in Section 4.11.1. The Violation Fee Payments will be assessed with the processes described in Section 4.11.2. The Violation Fee Payments are only intended to remedy the Inconvenience Costs that the City suffers. Licensee's payment of Violation Fee Payment does not in any way excuse any breach by Licensee of this Agreement or limit in any way the City's obtaining any other legal or equitable remedy provided by this Agreement or otherwise for such breach. For example, Licensee's obligation to pay Violation Fee Payment does not in any way detract from Licensee's indemnity and insurance obligations under this Agreement, which shall apply according to their terms in addition to Licensee's obligation to pay Violation Fee Payment. Provided however, that if the City determines to exercise any other legal or equitable remedy provided by this Agreement or otherwise, City may not, in addition to such remedy, assess a Violation Fee Payment. Except for any failure to properly restore the public ROW under 4.11.1.1, or other violation of this Agreement by Licensee that in the City's sole determination may impact the health, safety, or welfare of the public, City shall use reasonable efforts to notify Licensee of any violation of this Agreement and permit Licensee an opportunity to cure such violation in accordance with the applicable cure period in this Agreement or as otherwise agreed by City.

4.11.1. The Violation Fee Payments per calendar day or part thereof are as follows:

4.11.1.1. The amount of Six Hundred Dollars ($600.00) per calendar day for Licensee's failure to properly restore the public ROW or to correct related violations of specifications, code, ordinance or standards within ten (10) calendar days after the City's notice to correct such defects except where such curative efforts by Licensee are precluded by a force majeure event. Such Violation Fee Payment shall be in addition to any cost the Licensor may incur to restore the ROW or correct the violation.

4.11.1.2. Following a ten (10) day notice to cure, the amount of Two Hundred Fifty Dollars ($250.00) per calendar day for each failure to make Licensee's books and records available as required by this Agreement.

4.11.1.3. The amount of Five Thousand Dollars ($5,000.00) for any unauthorized partial or total assignment of this Agreement.

4.11.1.4. The amount of Five Hundred Dollars ($500.00) per instance of any other action or non-action by the Licensee in violation of this Agreement that causes Inconvenience Costs and that is not cured after three (3) calendar days' notice.

4.11.2. Process for assess a Violation Fee Payment:

4.11.2.1. If the City determines that Licensee is liable for Violation Fee Payment, then the City shall issue to Licensee a notice of the City's assessing a Violation Fee Payment. The notice shall set forth the nature of the violation and the amount of the assessment.

4.11.2.2. Licensee shall pay the Violation Fee Payment within ten (10) calendar days after the City's notice. The following shall apply for any Violation Fee Payment:

4.11.2.3. Licensee shall have thirty (30) calendar days after the notice to pay the Violation Fee Payment or give Licensor notice contesting the assertion of noncompliance.

4.11.2.4. If Licensee fails to respond to the notice, Licensee shall pay the Violation Fee Payment.

4.11.3. Except as may be expressly stated in this Section 4, no cure period applies to the accrual of Violation Fee Payment.

4.11.4. Licensee may elect to draw upon the letter of credit to collect the Violation Fee Payment

4.12. Deadlines for Annual Fees. For any annual payment(s) owed, Licensee shall make such payment(s) to the City within ten (10) business days of the Effective Date and by the anniversary of the Effective Date for the duration of the Term.

4.13. Late Fees. Licensee agrees that if it fails to pay any amounts owed to the City by the time prescribed for payment, Licensee shall pay interest on the amounts owed at the rate of one percent (1%) per month.

4.14. Requirement of Insurance, Performance Bond, and Letter of Credit. Prior to any work being performed in the ROW, Licensee shall secure all performance bond requirements in this Agreement and provide the City with all insurance requirements prior to the commencement of any work, including, but not limited to, all certificates of insurance required by this Agreement.

4.15. Performance Bond.

4.15.1. Prior to receiving any permit to construct, install, maintain or perform any work on public property, Licensee shall cause to be filed and maintain until completion of the construction, a faithful performance bond in favor of City in the sum of One Hundred Thousand Dollars ($100,000.00) or 125% of the amount of the construction costs (whichever is greater) to guarantee that Licensee shall observe, fulfill and perform each and every term of this Agreement. In case of any breach of any condition of this Agreement, any amount of the sum of the bond, up to the whole thereof, may be forfeited to compensate the City for any damages it may suffer by reason of such breach. Said bond shall be acknowledged by Licensee, as principal, and shall be issued by a surety with an AM Best rating of A-VII or better for the last four quarters. The City and Licensee agree that the process and procedure for drawing upon, curing, and replenishing the performance bond shall be the same as set forth below for the security fund.

4.15.2. If Licensee has completed the above construction and wants the bond released, the City will need to inspect and approve the construction prior to such release. However, a performance bond will be required for each subsequent or additional construction project and/or work on public property.

4.16. Letter of Credit.

4.16.1. Prior to applying for any permit to construct, install, maintain or perform any work in the ROW which requires a construction permit from the City pursuant to applicable Surprise Municipal Codes, Licensee shall provide either a cash deposit into a suitable interest-bearing account, established by the City, or a domestic irrevocable standby letter of credit, in the sum of not less than Fifty Thousand Dollars ($50,000.00) as security for the faithful performance by it of all the provisions of this Agreement, and compliance with all orders, permits and directions of any agency of the City having jurisdiction over its acts or defaults under the Agreement and license issued pursuant thereto, and the payment by the Licensee of any claims, liens and taxes due the City which arise by reason of the construction, operation or maintenance of the Fiber Optic Network (the "security fund"). The City shall have the full power of withdrawal of funds from the account or letter of credit except that all interest accrued shall be payable to the Licensee on demand. No withdrawals shall be made from the security fund without the prior written approval of the City Engineer and ten (10) days' prior written notice of intent to withdraw to Licensee.

4.16.2. Within twenty (20) days after notice to Licensee that any amount has been withdrawn by the City from the security fund, Licensee shall deposit a sum of money or present to the City an additional irrevocable letter of credit sufficient to restore such security fund account to the original amount.

4.16.3. If Licensee: (i) fails, within ten (10) business days of a notice of intent to draw on the security fund, to either dispute the notice in writing or to pay the City any taxes or fees due and unpaid or any damages, costs or expenses which City shall be compelled to pay by reason of any act or default of Licensee in connection with this Agreement; or (ii) fails, within thirty (30) days of such notice of failure from the City to dispute the notice in writing, or comply with any provision of this Agreement which the City reasonably determines can be remedied by an expenditure of funds from the security fund; the City may immediately withdraw the amount thereof from the security fund. Upon such withdrawal, the City shall notify Licensee of the amounts and date thereof.

4.16.4. The rights reserved to the City, with respect to the security fund, are in addition to all other rights of the City whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to such security fund shall affect any other right City may have.

4.16.5. Licensee shall be entitled to the return of such security fund, or portion thereof, as remains on deposit at the expiration of the term of the Agreement or upon termination of the Agreement at an earlier date, provided that there is then no outstanding default on the part of the Licensee. Any funds that the City erroneously or wrongfully withdraws shall be returned to Licensee, within thirty (30) business days of such a determination.

4.17. In Kind. This Agreement does not currently require any in-kind payment to City by Licensee. However, if Licensee has not paid any fees required under Section 4, the Parties may agree in writing to new in-kind payments to offset to any fees not paid by Licensee to

the extent permitted by law. This subsection imposes no obligation on the City to agree to offset any fees in this Agreement or in any future agreement.

4.18. Audits. The City shall have the right to audit or otherwise inspect any and all customer contracts, subleases, sublicenses, or otherwise subcontracts, including without limitation, all ROW User agreements with Licensee, to the extent reasonably necessary to confirm compliance with this Agreement, including proper payment of all fees under this Section 4. The City may conduct such audits as often as reasonably necessary in order to justify the necessary payments, but no less than one (1) time per annual term, beginning on the Effective Date.

5. RELOCATION

5.1. Licensee shall relocate, at no expense to the City, any of Licensee's Facilities, or other encroachment installed or maintained in, on or under any public place or ROW, as may be necessary to facilitate any public purpose or any City or other governmental project whenever directed to do so by City. Such relocations shall be accomplished in accordance with the directions from City and shall be pursuant to the same terms and conditions as the initial installation allowed pursuant to this Agreement and any applicable issued permits. Within ninety (90) days after service of notice by the City, Licensee shall remove the designated portions of Licensee's Facilities, or in the event that, by the nature of the removal such removal cannot be performed within the ninety-day period, Licensee shall take reasonable steps to remove Licensee's Facilities and diligently prosecute the removal to completion, and, if requested, restore the sidewalks and other ROW to a condition comparable to the condition before the construction of the public improvement at no cost and expense to the City.

5.2. Licensee agrees to obtain a permit as required by this Agreement prior to removing, abandoning, relocating, or reconstructing any portion of Licensee's Facilities on public property or ROW. Notwithstanding the foregoing, the City understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of Licensee's Facilities. Licensee will maintain any annual permits required by the City for such maintenance and emergency repairs. Licensee will notify the City before the repairs and will apply for and obtain the necessary permits in a reasonable time after notification.

5.3. If the City needs to perform any part of the necessary relocation or removal work that has not been done within the time required by the City, it shall be entitled to seek payment for such actual relocation costs by drawing upon the letter of credit or security fund required by this Agreement pursuant to Section 4.16 or the performance bond pursuant to Section 4.15.

5.4. The City has no obligation to relocate or otherwise move Licensee's Facilities, any City-owned facilities, Conduit, or Fiber Optic Cables, ROW Users' Facilities, or any other Facilities of persons or entities lawfully using the ROW. The City shall require that third parties be responsible for relocation work of Licensee's prior existing Licensee Facilities in the ROW not necessitated by the City.

5.5. Any relocation work performed by Licensee or its contractors shall be subject to and comply with this Agreement.

6. DAMAGE TO PUBLIC PROPERTY

6.1. In addition to any indemnity obligation under this Agreement, whenever the installation, use, maintenance, removal, or relocation of any of Licensee's Facilities is 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, Licensee, 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 Licensee 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 Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the actual costs incurred by the City at City's standard rates.

6.2. Notwithstanding the notice provision above, in the event of a public emergency, the City shall have the right to immediately perform, without prior written notice to Licensee, such reasonable and necessary work on behalf of Licensee 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 Licensee of the repairs as soon as practicable after the work has begun. Licensee agrees that any damage to City fiber, conduit, or other property must be replaced or repaired and restored with new or like-new materials. If the 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 Licensee and may draw upon the performance bond and/or letter or credit or security fund required by this Agreement in full or partial satisfaction of such costs, if payment is not made by Licensee as required by Section 6.3 below.

6.3. Upon the receipt of a demand for payment by the City, Licensee shall, within thirty (30) days, reimburse the City for such costs.

6.4. For any pavement cuts by Licensee, Licensee agrees to restore the pavement.

7. PENALTIES FOR VIOLATION OF TERMS

7.1. The City's Remedies. The City may pursue any remedy at law, including but not limited to injunctive relief, civil trespass, and withholding other City permits and authorizations until Licensee complies with the terms of this Agreement or any applicable law. Such City remedies are cumulative and may be pursued in the alternative. The City's remedies set forth in this Agreement are not exclusive. Except as otherwise set forth in this Agreement, Election of one remedy by the City, including assessment of liquidated damages, does not preclude the use of other remedies.

7.2. Licensee's Remedies. Licensee sole remedy for any breach or threatened breach of this Agreement by the City shall be an action for equitable or injunctive relief.

8. TERMINATION

8.1. The City Manager has the authority to terminate, subject to Licensee's right to notice and cure where provided, this Agreement.

8.2. Immediate Termination. The City may terminate this Agreement upon thirty (30) days' notice and Licensee's failure to remedy any of the following to the reasonable satisfaction of the City:

8.2.1. Licensee ceases doing business in the City;

8.2.2. If Licensee shall be the subject of a voluntary or involuntary bankruptcy, receivership, insolvency or similar proceeding or if any assignment of any of Licensee's or such other person's property shall be made for the benefit of creditors or if Licensee or such other person dies or is not regularly paying its debts as they come due (collectively a "Licensee Insolvency");

8.2.3. Licensee fails to keep the Certificate in effect following any right of appeal or due process of the ACC;

8.2.4. Licensee fails to maintain any insurance required by this Agreement;

8.3. Cure of Defect; Termination. The following instances are defects in performance by Licensee shall be deemed instances of "Default" by Licensee:

8.3.1. Licensee fails to comply with the material terms and conditions of this Agreement or applicable law, including, but not limited to, failing to maintain any insurance, security fund, or performance bond;

8.3.2. Licensee fails to make payments to the City in the amounts and at the times specified in this Agreement;

8.3.3. Licensee fails to comply with the Surprise Work Policy and any other construction, design, or other related requirement under this Agreement;

8.3.4. Licensee fails to construct in the designated, approved path of the Route;

8.3.5. Licensee fails to provide the current, accurate as-built plans and maps showing the Route, including all of Licensee's Facilities in the Route; and

8.3.6. Licensee fails to obtain or maintain the required licenses, permits, or other approvals pertaining to the ROW or timely pay any taxes pertaining to the ROW.

8.4. Curing Default. The City may terminate this Agreement if Licensee does not cure the defect in performance, as listed as Section 8.3 as instances of Default, within sixty (60) days (or such longer period of time as the City determines is reasonably necessary to cure) following the City's written notice of Licensee's defective performance. Upon the occurrence of Default or at any time thereafter, the City may do any of the following:

8.4.1. Pay or perform for Licensee's account, in Licensee's name, and at Licensee's expense, any and all payments or performances required to be paid or performed by Licensee;

8.4.2. Require an additional security deposit adequate in the City's sole discretion to protect the City and the ROW in light of Licensee's history of performance under this Agreement;

8.4.3. Abate at Licensee's expense any violation of this Agreement; and/or

8.4.4. Be excused without any liability to Licensee from further performance of any and all obligations under this Agreement.

8.5. No Need to Cure. The City will not need to provide Licensee with a cure period prior to termination if the City finds the defect in performance is due to intentional misconduct, a violation of law, or is part of a pattern of repeated and persistent violations where Licensee has already had notice and an opportunity to cure.

8.6. Licensee's Termination. Licensee may terminate this Agreement by providing the City with ninety (90) days' written notice and only upon making arrangements satisfactory with the City Engineer to remove all Licensee's above ground Licensee's Facilities from public property and the ROW, unless the City Engineer agrees in writing to allow Licensee to abandon part or all of Licensee's Facilities in place. If the City Engineer agrees to allow Licensee to abandon Licensee's Facilities in place, the ownership of such Licensee's Facilities, including everything permitted by City to be abandoned in place, shall transfer to City and Licensee shall cooperate to execute any documents necessary to accomplish such transfer within thirty (30) days of such allowance of abandonment.

8.7. Restoring the Route. Upon termination or revocation of this Agreement, Licensee shall cease using the Route. Licensee shall return the Route and any affected portions of the ROW or surrounding property affected by Licensee's Facilities and/or work to the same condition or better condition prior to the commencement of this Agreement, reasonable wear and tear excepted. Licensee shall remove all of Licensee's Facilities if requested by the City upon termination of this Agreement and/or revocation of the license granted herein, including, but not limited to, all above ground and subsurface portions of Licensee's Facilities.

9. GOVERNING LAW

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Arizona, both as to interpretation and performance, without giving effect to its principles of conflicts of laws. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the federal or state courts located within or within the jurisdiction of Maricopa County, Arizona.

10. COMPLIANCE WITH LAWS

10.1. Compliance with A.R.S. § 38-511. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after execution of the Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City is or becomes at any time while this Agreement or an extension of this Agreement is in effect an employee of or a consultant to Licensee with respect to the subject matter of this Agreement. The cancellation shall be effective when Licensee receives written notice of the cancellation, unless the notice specifies a later time.

10.2. The Parties shall comply with all federal, state and local laws, codes, rules and regulations.

10.3. Compliance with A.R.S. § 35-393.01. Licensee hereby certifies that it does not, and will not, participate in during the term of this Agreement, a boycott of Israel in accordance with Arizona Revised Statute §35-393.01. Licensee hereby agrees to indemnify and hold harmless the City, its agents and employees from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such an action.

10.4. Compliance with Federal Immigration Laws and Regulations. Licensee warrants that it complies with all federal immigration laws and regulations that relate to its employees and that it complies with A.R.S. § 23-214(A). Licensee acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the City retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

11. INDEMNIFICATION

11.1. Licensee acknowledges that it has liability for any and all of Licensee's Facilities installed in the public ROW and in the Route, its use and/or occupation of the ROW and the Route, for any work that is done in or adjacent to the ROW and/or the Route, for any loss or liability incurred by reason of any Toxic Substance (as defined in section 19) on or affecting the portion of the ROW and/or the Route used that is attributable to or caused by Licensee and/or its contractor(s), the failure to comply with the request for information and laws pertaining to public records (as further described in section 20.9), and for its exercise of its rights under this Agreement directly or through its contractor(s), except for the intentional or solely negligent acts on the part of the City or its agents. To the fullest extent permitted by law, Licensee, shall defend, indemnify and hold harmless the City, and its officials, boards, commissions, agents, contractors, subcontractors, or employees, individually and collectively, from and against any and all losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs, including but not limited to, reasonable attorney's fees incurred through all appeals ("Claims") arising out of or alleged to have resulted from or materially related to: (i) the acts, errors, mistakes, or omissions of Licensee, its employees, representatives, or any tier of contractors and/or subcontractors or any other person for whose acts, errors, mistakes, and/or omissions Licensee may be legally liable; (ii) for any loss or liability incurred by reason of any Toxic Substance on or affecting the portion of the ROW and/or the Route used that is attributable to or caused by Licensee and/or its contractor(s); (iii) the failure to comply with the request for information and laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments assessed against the City; and/or (iv) the City entering into this Agreement, or the acts or omissions of the City or its officials, boards, commissions, agents, contractors, subcontractors, or employees acting pursuant to or in furtherance of this Agreement. This defense and indemnification requirement includes any Claims or amounts arising or recovered under worker's compensation laws or any other law, bylaw, or ordinance, order or decree related to any failure on the part of Licensee, its agents, employees or representatives to fulfill Licensee's obligations under this Agreement, whether resolution of the above Claim(s) proceeds to judgment or not. The provisions of this Section shall survive termination of this Agreement. This Section applies even if the party seeking damages makes a claim against the City or brings a claim against the City based on vicarious liability or non-delegable duty.

11.1.1. In the event that a notice of claim is served on the City or litigation is commenced against the City for which Licensee has a duty to indemnify and defend the City pursuant to this Agreement, the City must tender the defense of the litigation to Licensee. Licensee shall have the right to retain counsel of its own choice, to settle all or any part of the litigation on terms acceptable to Licensee (and, where such terms directly obligate or affect the City, acceptable to the City). City may retain counsel to assist in the defense, at City's sole cost and expense. Licensee must consult with the City while conducting its defense of the City and must keep the Surprise City Attorney's Office informed of the status and progress of all litigation involving the City that has been tendered to Licensee or its insurance carrier.

11.1.2. The parties shall promptly notify each other in writing of any claims, demands, or lawsuits which may involve the City and provide copies of all accident reports, incident reports, statements or other documents that are relevant to the claims, demands or lawsuits or which may lead to the discovery of relevant materials or information, in the possession of the other party, its employees, representatives, contractors, and/or others.

11.2. Subject to any privilege and/or confidentiality legal protections, both parties agree to make their employees, representatives, and contractors available to the other party to gather any relevant information relating to an incident from which any claim, demand, or lawsuit arises.

11.3. It is the purpose of this Section to provide maximum indemnification to the City under the terms and conditions expressed and, in the event of a dispute, this Section shall be construed (to the greatest extent permitted by law) to provide for the indemnification of the City by Licensee against any and all claims, demands or lawsuits. The sole exception shall be an express determination by a court of competent jurisdiction upon full adjudication of the case that the damages arose either from City's sole negligence or intentional acts or that the City was comparatively at fault for the damages. Only in this event may Licensee then commence an action against the City for damages related to that portion judicially determined to be City's fault.

11.4. The provisions of this Section shall not be dependent or conditioned upon the validity of this Agreement, but shall be and remain a binding right and obligation of the City and Licensee, even if part or all of this Agreement is declared null and void in a legal or administrative proceeding. It is the intent of Licensee and the City upon the effective date of this Agreement that this Section serves as any such declaration and shall be a binding obligation of and inure to the benefit of Licensee and the City and their respective successors and assigns, if any.

11.5. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Section.

11.6. As a condition to City's executing this Agreement, Licensee specifically agrees that to the extent any provision of this Section is not fully enforceable against Licensee for any reason whatsoever, this Section shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

12. **INSURANCE**

12.1. Limits of Insurance. Licensee shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain commercial general liability insurance against claims for bodily injury (including death) or property damage, products/completed operations and personal and advertising injury, which insurance shall cover claims as may be occasioned by the operations, act, omission or negligence of Licensee or its officers, agents, representatives, or employees during all times that this Agreement is in effect. Limits may be attained by a combination of primary and umbrella liability coverage. Licensee shall maintain limits no less than those stated herein for each type of insurance.

12.2. General Requirements. Licensee's insurance of the types and amounts required in this Section shall be from companies possessing a current A.M. Best, Inc. rating of A-VII, or better and legally authorized or permitted to do business in the State of Arizona.

12.2.1. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the City, constitute a material breach of this Agreement and may result in termination of this Agreement.

12.2.2. The insurance coverage, except workers' compensation and employer's liability, and professional liability, required by this Agreement, shall include the City, its agents, representatives, directors, officials, and employees, as additional insureds as their interest may appear, and shall specify that insurance afforded Licensee shall be primary insurance, and that any self- insured retention and/or insurance coverage carried by the City or its employees shall not contribute to the coverages provided by Licensee. This provision and the inclusion of the City as an additional insured shall not be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(ies).

12.2.3. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) for workers' compensation against the City, its representatives, officers, directors, officials and employees for any claims arising out of Licensee's acts, errors, mistakes, omissions, work or service.

12.2.4. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retention shall be assumed by and be for the account of, and at the sole risk of Licensee who shall be solely responsible for the deductible and/or self-insured retention.

12.2.5. Upon receipt of notice from its insurer(s), Licensee shall use commercially reasonable efforts to provide the City with thirty (30) days' prior written notice of cancelation of any policy required herein.

12.2.6. Upon request, Licensee shall furnish separate certificates and additional insured endorsements for each of Licensee's contractors (and any subcontractors used thereunder). All coverages for Licensee's contractors (and any subcontractors used thereunder) shall be subject to the same limits as required for Licensee.

12.2.7. The City reserves the right to periodically review said insurance limits to ensure coverage is based on market and risk requirements throughout the effective term of this Agreement.

12.3. Proof of Insurance – Certificates of Insurance.

12.3.1. Upon execution of this Agreement, Licensee shall furnish to the City Certificates of Insurance issued by Licensee's agent or broker, as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates. Such Certificate(s) shall include the blanket additional insured endorsement including the City as an Additional Insured pursuant to Section 12.2.2 and shall be attached as Exhibit C to this Agreement.

12.3.2. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City five (5) business days prior to the expiration date.

12.3.3. All Certificates of Insurance shall identify the policies in effect on behalf of Licensee, their policy period(s), and limits of liability required herein. Coverage shown on the Certificate of Insurance must coincide with the requirements in this Agreement. Information required to be on the Certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance carrier or agent. Copies of the initial Certificate of Insurance and any and all subsequent renewals that are required under this Agreement shall be sent to:

	With copy to:
City of Surprise	City of Surprise
Attn: Risk Manager	Attn: City Engineer
16000 N. Civic Center Plaza	16000 N. Civic Center Plaza
Surprise, AZ 85374	Surprise, AZ 85374

12.3.4. The City reserves the right to review, within at least ten (10) business days, certified copies of any or all of the herein required insurance policies and/or endorsements. Such policies shall be made available for review in Maricopa County, Arizona. The City shall not be obligated, however, to review same or to advise Licensee of any deficiencies in such policies and endorsements, and such receipt shall not relieve Licensee from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Licensee's obligations under this Agreement.

12.4. Required Coverage. Such insurance shall protect Licensee from claims set forth below that may arise out of or result from the operations of Licensee under this Agreement and for which Licensee may be legally liable, whether such operations be by Licensee or by anyone directly employed by Licensee. Coverage under the policy will be at least as broad as ISO forms or equivalent thereof, including but not limited to: severability of interest and waiver of subrogation clauses; claims for damages because of bodily injury, sickness or disease, or death of any person other than the Licensee's employees; claims for damages insured by usual personal and advertising injury liability coverage; claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and claims involving contractual liability applicable to Licensee's obligations under the indemnification Section herein.

12.5. Commercial General Liability – Minimum Coverage Limits. The Commercial General Liability insurance required herein shall be written in the amount of $2,000,000 limits per occurrence and $6,000,000 general aggregate in coverage will be acceptable. The

Commercial General Liability additional insured endorsement shall be as broad as the ISO Additional Insured form, and shall include coverage for Licensee's completed operations and products.

12.6. Worker's Compensation and Employer's Liability. Licensee shall maintain Worker's Compensation insurance in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance with a limit of $1 million for each accident, $1 million disease coverage for each employee, and $1 million disease policy limit.

12.7. Automobile Liability. If Licensee owns and/or operates vehicles in Arizona, Licensee shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of $1 million each accident covering all owned, hired, and non-owned vehicles assigned to or used in performance of Licensee's work. Any combination between automobile liability and excess/umbrella liability amounting to a minimum of $5 million per occurrence in coverage will be acceptable. Coverage shall be at least as broad as ISO policy form or equivalent.

12.8. The City reserves the right to require additional insurance coverages and/or increase any minimum coverages herein at any time with written notice to Licensee.

13. **LIMITATION OF LIABILITY**

13.1. The City and its officers, agents, elected or appointed officials, employees, departments, boards and commissions, shall not be liable to Licensee or to its affiliates or customers for any interference with or disruption in the operations of Licensee's Fiber Optic Network or the provision of services, or for any damages arising out of or materially related to Licensee's use of the ROW, except to the extent of intentional misconduct or gross negligence on the part of the City its officers, agents, elected or appointed officials, employees, departments, boards and commissions.

13.2. Licensee also agrees that it shall have no recourse whatsoever against the City or its officials, boards, commissions, agents or employees for any loss, costs, expense or damages arising out of or materially related to any provision or requirement of the City because of the enforcement of this Agreement.

13.3. Licensee shall assume the risk of, and hereby relinquishes any claim against the City in connection with any final, non-appealable determination by a court of competent jurisdiction that the City lacked the current statutory authority under Arizona law to issue this Agreement.

14. **WARRANTY**

14.1. The issuance of a license, permit or other authorization by the City is not a representation or warranty that such license, permit, or authorization is a legally sufficient substitute for a franchise, and is not a representation of warranty that a franchise is not required.

14.2. LICENSEE ACKNOWLEDGES AND AGREES THAT CITY DOES NOT WARRANT THE CONDITION OR SAFETY OF ITS ROW OR THE PREMISES SURROUNDING THE SAME, AND LICENSEE HEREBY ASSUMES ALL RISKS OF ANY DAMAGE, INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR IN CONNECTION WITH THE USE OF ANY THE ROW SUBJECT TO THE PROVISIONS OF THIS AGREEMENT.

15. **SURVIVAL OF LIABILITY**

All obligations of Licensee and the City hereunder and all warranties and indemnities of Licensee hereunder shall survive termination of this Agreement.

16. **PUBLIC EMERGENCY**

16.1. The City shall have the right, because of a public emergency, to sever, disrupt, relocate, remove, tear out, dig-up or otherwise damage and/or destroy Licensee's Facilities of without any prior notice to Licensee, if the action is deemed reasonably necessary by either the City Manager, Fire Chief, Police Chief, City Engineer, Public Works Director, or their designees. In such event, neither the City nor any agent, contractor or employee of the City shall be liable to Licensee, Licensee's contractors (and any subcontractors used thereunder), or Licensee's customers for any harm so caused to them or Licensee's Facilities. To the extent possible under the circumstances, City will consult with Licensee in advance to assess the necessity of such actions and to minimize to the extent practical under the circumstances damage to and disruption of operation of the Fiber Optic Networks. City shall inform Licensee of any actions taken. Licensee shall be responsible for repair at its sole expense of any of Licensee's Facilities damaged pursuant to any such action taken by City related to the public emergency.

16.2. If any of Licensee's Facilities or activities present any immediate hazard or impediment to the public, to the City, to other City improvements or activities within or outside of the Route, 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 Licensee shall immediately remedy the hazard, comply with the City's request to secure the route area, and otherwise cooperate with the City at no expense to the City to remove any such hazard or impediment.

16.3. In the event of a public emergency, neither the City nor any agent, contractor or employee of the City shall be liable to Licensee, Licensee's contractors (and any subcontractors used thereunder), Licensee's customers, or other third parties for any harm so caused to them by the reasonable actions of the City or its agents, contractors or employees in reasonably responding to such public emergency. Where possible, the City will consult with Licensee 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 Licensee's Facilities involved.

17. **NOTICE**

17.1. All notices, which shall or may be given pursuant to this Agreement, shall be in writing and transmitted through the U.S. certified or registered mail, postage prepaid, by means of prepaid private delivery systems, addressed as follows:

THE CITY
City of Surprise
Attn: City Engineer
16000 N. Civic Center Plaza
Surprise, AZ 85374
Phone: (623) 222-6150
Fax: (623) 222-6001

LICENSEE
Wyyerd Connect LLC
Attn: Chief Legal Officer
5600 Arapahoe Ave, #200
Boulder, CO 80303
Phone: (303) 725-8815
Email: scott.beer@wyyerd.com

With copy to:	With copy to:
Surprise City Attorney's Office	Wyyerd Connect LLC
Attn: City Attorney	Attn: Chief Financial Officer
16000 N. Civic Center Plaza	5600 Arapahoe Ave, #200
Surprise, AZ 85374	Boulder, CO 80303
Phone: (623) 222-1120	Phone: (303) 263-7299
Fax: (623)-222-1101	Email: tim.gentry@wyyerd.com

17.2. Notices shall be deemed sufficiently given and served upon the other party the first business day after deposit if sent by private delivery systems and the fifth business day after deposit in U.S. Mail.

17.3. Either party may from time to time designate any other address for this purpose by written notice to the other party in the manner set forth above. Licensee shall notify the City within ten (10) business days of any change in mailing address.

18. **TRANSFERABILITY OF LICENSE**

18.1. This Agreement is personal to Licensee and therefore the rights, privileges and license granted herein shall not be sold, sublet, assigned, conveyed or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, sold, conveyed or otherwise transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except Licensee, either by act of Licensee or operation of law, without the express written consent of the City, which consent shall not be unreasonably withheld or delayed. Prior to any proposed transfer of any kind becoming final, Licensee shall seek the consent of the City to the proposed transfer. Approval by the City to a transfer does not constitute a waiver or release of any of the rights of the City under the Surprise Municipal Code or this Agreement, whether arising before or after the date of transfer.

18.2. The assignee or transferee as approved by the City shall be equally subject to all the obligations and privileges of this Agreement, including any amendments, which will remain in full effect, as if the assignee or transferee were the original Licensee.

18.3. Nothing in this Section shall be deemed to prohibit a pledge or, hypothecation or mortgage or similar instrument transferring conditional ownership of all or part of the Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of the Licensee through a default of the Licensee in loan obligations, the lender may assume the rights and obligations of the Licensee. The lender may not transfer or change control of the Agreement without submitting the change to the City for consent under this Section. If the lender does continue operation on any basis at any time, it shall be subject to all provisions of the Agreement. No later than three (3) years after assumption of control by the lender, the lender shall apply to the City for the right to continue assumption of control or to transfer the Agreement. Application by the lender for approval of such assumption of control or transfer shall be subject to all provisions set forth herein on consent by the City Council and approval shall not be unreasonably denied or delayed. A "lender" as discussed herein does not include a Licensee, person or corporation or other entity that operates cable television systems or telecommunications systems as a principal or important business. This Section is intended to prohibit the intentional use of lending and/or foreclosure as a

method for effecting change of control or transfer of the Agreement without City Council review and approval.

18.4. Any transfer without City's consent shall be void and shall not result in the transferee obtaining any rights or interests in, under or related to this Agreement. The City may, in its sole discretion and in addition to all other lawful remedies available to the City under this Agreement or otherwise, and in any combination, terminate this Agreement, collect any fees owed from Licensee and/or declare the transfer to be void, all without prejudicing any other right or remedy of City under this Agreement. No cure or grace periods shall apply to transfers or assignments prohibited by this Agreement or to enforcement of any provision of this Agreement against an assignee who did not receive the City's consent. Notwithstanding, the above, transfer or assignment to Provider's financially viable parent, subsidiary, successor, or affiliate under common control, shall not require consent and shall be effective upon written notice to the City.

19. **HAZARDOUS SUBSTANCES**

19.1. Licensee's and its contractors' activities upon or about the ROW shall be subject to the following regarding any hazardous or toxic substances, waste or materials, or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act 42 U.S.C. §§ 9601, et. seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et. seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq., or any other federal, state, county or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances"):

19.1.1. Licensee and/or its contractors shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about the ROW. The prohibitions of the preceding sentence only shall not apply to:

19.1.1.1. Ordinary gasoline, diesel fuel or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery permitted upon the ROW. Such materials must be properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery; or

19.1.1.2. Electric backup batteries.

19.1.2. Licensee and/or its contractors shall dispose of any Toxic Substances away from the ROW as required by law and as reasonably required by the City.

19.1.3. Licensee and/or its contractors shall not use the ROW in a manner inconsistent with regulations issued by the Arizona Department of Environmental Quality, or in a manner that would require a permit or approval from the Arizona Department of Environment Quality or any other governmental agency. The preceding sentence does not prohibit ordinary permits for control of dust during construction permitted by this Agreement.

19.1.4. Licensee and/or its contractors shall immediately notify the City of any Toxic Substance at any time discovered or existing upon the ROW. Licensee is not responsible for Toxic Substances that may exist at the ROW if Licensee's contractors (and any subcontractors used thereunder) and/or any other persons using the ROW under this Agreement did not do any of the following:

19.1.4.1. Participate in the Toxic Substance coming to the ROW;

19.1.4.2. Fail to immediately report the Toxic Substance to the City;

19.1.4.3. Knowingly participate in spreading or otherwise disturbing the Toxic Substance; or

19.1.4.4. Knowingly exacerbate the effects of the Toxic Substance or the difficulty or cost of dealing with the Toxic Substance.

19.1.5. Licensee understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. Licensee acknowledges the possibility that the ROW may contain actual or presumed asbestos and other Toxic Substances containing materials.

19.1.6. Within twenty-four (24) hours after any violation by Licensee and/or by its contractors of this Agreement pertaining to Toxic Substances, Licensee shall give the City notice reporting such violation.

19.1.7. Licensee shall be available to staff employees of any City department having jurisdiction over Licensee's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of Licensee's Facilities. The City may contact by telephone the network control center operator at the following phone number 866-236-2824 regarding such problems or complaints, and may use that number in order to reach Licensee at any time for any emergency matter. Licensee shall use reasonable efforts to respond to any issues within the time frames specified in its service level agreements. Licensee shall make arrangements with a local entity to handle any necessary problems or complaints that require a physical presence. In addition, Licensee will immediately notify the City if there is a change in the telephone number listed in this Section.

20. **MISCELLANEOUS**

20.1. Complete Agreement. This Agreement, including all Exhibits which are attached, are hereby incorporated into this Agreement and all of which constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement cannot be modified or amended except in writing signed by both parties.

20.2. Validity. Licensee shall acknowledge that as a condition of acceptance of this Agreement, Licensee was required to be represented throughout the negotiations of the Agreement by its own attorneys and Licensee had the opportunity to consult with its own attorneys about its rights and obligations regarding this Agreement. Licensee has reviewed City's authority to execute and enforce this Agreement and has reviewed all applicable law, both

federal and state, and, after considering same, Licensee acknowledges and accepts the right and authority of the City to execute this Agreement and to enforce the terms herein.

20.3. Partial Invalidity. If any section, paragraph, subdivision, clause, phrase or provision of this Agreement shall be adjudged invalid or unenforceable, or is preempted by federal or state laws or regulations, the same shall not affect the validity of this Agreement as a whole or any part of the provisions of this Agreement other than the part adjudged to be invalid, unenforceable, or preempted. Parties agree if a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that the City did not have the authority to issue a license to Licensee under A.R.S. § 9-581 to § 9-583, as amended or succeeded, then this Agreement shall be considered a revocable permit with a mutual right in either party to terminate without cause upon giving sixty (60) days written notice to the other. The requirements and conditions of such revocable permit shall be the same requirements and conditions as set forth in this Agreement except for conditions relating to the term of the Agreement and the right of termination. If this Agreement shall be considered a revocable permit as provided herein, Licensee acknowledges the authority of the City Council to issue a revocable permit and the power to revoke as provided therein.

20.4. Time of Essence. Time is of the essence in each and every provision of this Agreement.

20.5. Severability. If any provision of this Agreement shall be ruled by a court or agency of competent jurisdiction to be invalid or unenforceable for any reason, or superseded by other lawful authority including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions of this Agreement and the parties may agree in writing to amend this Agreement to address such invalid or unenforceable provisions; however, if the parties disagree as to the validity or enforceability of such provisions, the Agreement will not be affected to the extent of such disagreement until a court of competent jurisdiction determines otherwise or the parties later agree in writing. In the event either party seeks such judicial declaration or interpretation of any provision herein, neither party will be liable for the other party's attorney's fees, regardless of which party is deemed the successful party.

20.6. Headings. The headings contained herein are for convenience only and not intended to define or limit the scope of any provision of this Agreement.

20.7. No Partnership. Each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other under this Agreement.

20.8. No third-Party Beneficiaries. No person or entity shall be a third party beneficiary to this Agreement or shall have any right or cause of action hereunder. The City shall have no liability to third parties for any approval of plans, Licensee's construction of improvements, Licensee's negligence, Licensee's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Licensee), or otherwise as a result of the existence of this Agreement.

20.9. Public Records. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, Licensee acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, Licensee understands that disclosure of some or all of the items subject to

this Agreement may be required by law. In the event the City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Licensee, the City agrees to provide Licensee with notice of that request. Within ten (10) days of such notice (which shall reference the 10-day requirement), Licensee must inform the City in writing of any objection by Licensee to the disclosure of the requested information. Failure by Licensee to object timely will waive Licensee's ability to object under this section and will waive any remedy against the City for disclosure. In the event Licensee objects to disclosure within the time specified, Licensee agrees to handle all aspects related to the request including properly communicating with the requestor and timely responding with information. This provision will survive the termination of this Agreement.

20.10. Force Majeure. With respect to any provision of this Agreement, the violation or non-compliance of which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon Licensee, such violation or non-compliance shall be excused where such violation or non- compliance is the result of acts of God; war; terrorist attack; civil disturbance, strike or other labor unrest; plague; pandemics; epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or other public health crisis, including without limitation, quarantine or other employee restrictions; or other events, the occurrence of which was not reasonably foreseeable by Licensee and is beyond its reasonable control.

20.10.1. Government Directives. Any delay or nonperformance of any provision of or obligation under this Agreement 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 Agreement 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.

20.11. Attorneys' Fees. Except as described herein, in the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party is entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will accrue on the commencement of such action and will be enforced whether or not such action is prosecuted through judgment.

20.12. Non-Waiver. Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

20.13. Recitals. The Recitals set forth above are hereby incorporated by this reference, as if fully set forth herein.

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

City of Surprise
An Arizona municipal corporation

By: _____
Skip Hall, Mayor

Date: _____

ATTEST:

By: _____
Sherry Aguilar, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney's Office

Licensee
Wyyerd Connect LLC

By: _____

Print Name: Tim Gentry

Title: VP Finance

Date: 8/3/2021

EXHIBIT A – The Route Map/Use Area

RESOLUTION # 2021-106

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A WIRED TELECOMMUNICATIONS LICENSE AND RIGHT OF WAY USE AGREEMENT BETWEEN THE CITY OF SURPRISE AND WYYERD CONNECT, LLC.

WHEREAS, the City owns the public street and alley right-of-way and public utility easements within the boundaries of the City of Surprise;

WHEREAS, Wyyerd Connect, LLC ("Wyyerd Connect") wishes to use the City's rights-of-way to install fiber optic cables and conduit infrastructure for expansion of Wyyerd Connect's network into Surprise;

WHEREAS, Wyyerd Connect is a Competitive Local Exchange Carrier (CLEC) and intends only to install, operate, maintain, and repair fiber-to-the-premise networks and fiber-based services to homes, residences, and government agencies (including municipal facilities, schools, and police and fire departments), including telephony services, internet/broadband services, and end-to-end fiber-based services, but does not intend to provide enterprise/wholesale customer segments (non-residential or non-governmental customers); and

WHEREAS, the City wishes to license portions of its rights-of-way to Wyyerd Connect and the City shall receive development review and permit fees, transaction privilege tax fees, a right-of-way use fee, and the option to offset the right-of-way use fee with an in-kind provision by Wyyerd Connect.

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

Section 1. The Wired Telecommunications License and Right-of-Way Use Agreement ("License") between the City of Surprise and Wyyerd Connect, LLC, attached hereto as Exhibit "A," is hereby approved.

Section 2. The Mayor is hereby directed to execute the License on behalf of the City of Surprise and other documents necessary to effectuate the intent of this Resolution.

APPROVED AND ADOPTED this _____day of _____, 2021.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021

Contact Person: Michael Boule, ASST DIRECTOR-UTILITY OPERATION

Submitting Department: Water Resource Management

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 Asante Turnover Agreement; Resolution #2021-91.

Motion:

I move to approve Resolution #2021-91.

Background:

The City of Surprise and Asante entered into a development agreement in 2005 that outlined the terms and conditions of the dedication and turnover associated with the SPA 2 PERC Water Reclamation Facility. The obligations associated with the dedication of the facility have been met and it is now time for the City to take over the ownership and operation of this facility. This agreement memorializes the requirements of Asante and the City as it relates to the turnover and dedication of the facility.

The SPA 2 PERC Water Reclamation Facility is located generally at 155th Avenue and Pinnacle Peak Road, adjacent to the City owned SPA 2 Regional Water Reclamation Facility. This facility will serve approx. 5,700 homes and businesses in the northeast, SPA 2, region of Surprise. This facility has the capability to process 1.2 million gallons of wastewater per day. The proximity to the City owned SPA 2 Regional Water Reclamation Facility will provide significant efficiencies and opportunities as we integrate the SPA 2 PERC facility into our operation.

Objective Analysis:

This agreement will allow the city to control the operation and maintenance of the SPA 2 Water Reclamation Facility. The operational costs associated with the dedication and turnover were included in the FY22 budget.

Policy Compliant:

This item is policy compliant and is consistent with the Asante Development Agreement, dated November 18, 2005, and recorded as Instrument No. 2005-1750101.

Financial Impact:

Total estimated ongoing operational and maintenance cost to operate for the first year is $655,100. The city is collecting wastewater user fees to offset these costs.

Budget Impact:

The funding source in the current fiscal year and future fiscal years will be the Wastewater Operations Fund.

FTE Impact:

NA

ATTACHMENTS:

1. Res 2021-91 SPA 2 WRF_Dedication
2. SPA2 PERC Turnover Background Internal Memo
3. Turnover Agreement
4. Utility Easment

RESOLUTION # 2021-91

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE FOR THE ACCEPTANCE OF THE DEVELOPER PHASE 1A SPA 2 PERC WATER RECLAMATION FACILITY TURNOVER AGREEMENT.

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

WHEREAS, on November 18, 2005 the City entered into the Asante Development Agreement ("DA"), as amended from time to time, originally recorded as Instrument No. 2005-1750101, with Lennar Communities Development, Inc. and BYM Happy Valley Investment, LLC (collectively "Asante");

WHEREAS, pursuant to section 4.1 of the DA, upon meeting certain criteria, Asante was required to construct and dedicate to the City, a water reclamation facility ("WRF") in the City's Special Planning Area 2 ("SPA 2");

WHEREAS, City and Owner acknowledge the DA requires Asante to employ the equipment manufacturer of the WRF for the purpose of operating and maintaining the WRF until six months after the WRF is receiving wastewater in amounts equal to or in excess of ten percent of its design capacity. Although the WRF is not yet receiving wastewater in said amount, given the operational efficiencies to the City realized by combining the WRF with the City's existing SPA 2 Regional WRF, and the Owner's covenants in the Turnover Agreement attached hereto, the City is now prepared to accept the WRF;

WHEREAS, the Turnover Agreement documents the negotiated resolution between the parties, and establishes the rights, responsibilities, and obligations of the parties going forward, including the City's right to an easement in order to connect the WRF with the City's existing plant, as well as Asante's right to a non-exclusive right of ingress and egress across City property to install the improvements.

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

Section 1. The Turnover Agreement, attached hereto as Exhibit A, is hereby approved.

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this _____day of _____, 2021.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

RESOLUTION # 2021-91
Exhibit A

(Turnover Agreement)

SURPRISE
ARIZONA

WATER RESOURCE MANAGEMENT
CITY OF SURPRISE
16000 N CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·7100

July 6, 2021

To: Jon Gake, Accounting Manager- Finance Department

From: Michael Boule, Assistant Director- Water Resource Management

RE: Dedication and Acceptance of SPA 2 PERC Water Reclamation Facility

The SPA 2 PERC Water Reclamation Facility was contracted to be designed and built in 2005 by Lennar Communities to serve the Asante development. This facility is sized to accommodate 1.2 million gallons of wastewater treatment per day. The obligations of Lennar (developer) and the City related to this facility are documented in a development agreement (MCR: 20051550101). The facility was completed and received all necessary permits to operate in 2007. The development agreement anticipated that the City would take over the ownership and operation of the facility once wastewater flows reached 120,000 gallons per day.

The facility was designed to operate in three modes: vault and haul, low flow and full flow. From 2007 to 2017 the facility operated in a vault and haul mode due to the economic downturn and insufficient flow to initiate the wastewater treatment process; thus significantly delaying the dedication of the facility to the City. Although many of the facility treatment components were not used while in vault and haul mode, each of the components were 'exercised' by the developers operator. From 2017 to 2020 flows began to increase and the facility was able to begin treating the wastewater in low flow mode. As of June of 2021, the plant is operating at 120,000 gallons per day and will be programmed to operate in full flow mode upon the dedication of the facility to the City.

Prior to the turnover of the facility to the City, the Water Resource Management Department commissioned a third party facility condition assessment. The purpose of the evaluation was to generate a 'punch list' of items that need to be assessed prior to turnover and identify the asset replacement items needed within the next five years. All of the punch list items have been addressed. The condition assessment is attached for reference.

It is anticipated that the facility will be formally accepted and turned over to the City on August 17th via City Council resolution. Associated with this acceptance is the SPA 2 PERC Water Reclamation Facility Turnover Agreement. This agreement documents the requirements of the city and the developer following the turnover of the facility.

TURNOVER AGREEMENT
PURSUANT TO ASANTE DEVELOPMENT AGREEMENT

For All of the Developer Phase Land and for the
Developer Phase 1A SPA 2 PERC Water Reclamation Facility

City of Surprise, Arizona

This Turnover Agreement ("Agreement") is made by and between the City of Surprise, an Arizona municipal corporation ("City"), and LCD Asante LLC, a Delaware limited liability company ("Owner"). City and Owner are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner, through one or more assignments, and pursuant to that certain Assignment and Assumption of Asante Development Agreement, dated May 29, 2009, and recorded in the Office of the County Recorder of Maricopa County, Arizona, on May 29, 2009, at document 2009-0486179, and the City are parties to that certain Asante Development Agreement, dated November 3, 2005, initially entered into by Lennar Communities Development, Inc., a Delaware corporation, BMY Happy Valley Investment L.L.C., an Arizona limited liability company, and the City, as recorded on November 18, 2005, at document 2005-1750101, as amended by that First Amendment to Asante Development Agreement, dated September 26, 2006, and recorded on October 6, 2006, at document 2006-1328209, and as amended by that Second Amendment to Asante Development Agreement and Addendum No. 4 to Asante Development Agreement, dated November 2, 2020, and recorded on November 4, 2020, at document 2020-1072628 (the "Development Agreement").

B. Owner owns the following described property situated in the City of Surprise, County of Maricopa, State of Arizona:

(i) that certain real property legally described on **Exhibit "A"** attached hereto and by reference incorporated herein known as Maricopa County Assessor's parcel number 503-57-024E together with all improvements thereon and all water, oil, gas and mineral rights, if any, and all privileges, easements, and other interests and entitlements, if any, appurtenant thereto (collectively, the "Developer Phase Land"); and

(ii) the buildings, structures, improvements, and fixtures situated on the Developer Phase Land, including, but not limited to, the Developer Phase 1A SPA 2 PERC water reclamation facility designed and constructed by Owner's predecessors in interest to treat inflow to a maximum capacity of 1.2 million gallons per day average daily flow ("gpd"), and all equipment now located upon and used in connection with the SPA 2 PERC water reclamation facility ("Developer Phase 1A Facility").

The Developer Phase Land and the Developer Phase 1A Facility are referred to in this Agreement together collectively as the Developer Phase Property ("Developer Phase Property").

C. On or about April 23, 2018, the Maricopa County Environmental Services Department ("MCESD") issued its Certificate of Approval to Commence Operations with Stipulations to allow treatment of low flows by the Developer Phase 1A Facility (MCESD Project No.: 2017088; System ID No.: AZ-04-37-199).

D. On or about May 15, 2006, the City issued its final approval letter for the Developer Phase 1A Facility.

E. Pursuant to the Development Agreement and subject to the terms and conditions of this Agreement, Owner will dedicate and convey the Developer Phase Property to City and City will accept the Developer Phase Property and operate the Developer Phase 1A Facility.

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants and agreements contained herein, the parties, intending to be legally bound, for themselves and their successors and assigns, agree as follows:

AGREEMENT

1. Definitions; Incorporation of Recitals; Effective Date. The Recitals are by this reference incorporated into this Agreement. Except as otherwise defined in this Agreement, all capitalized terms used in this Agreement shall have the meanings ascribed thereto in the Development Agreement. Such definitions in the Development Agreement will continue to apply after the termination and/or amendment and extension of the Development Agreement. This Agreement will be binding and effective on the Parties on the Effective Date. The "Effective Date" of this Agreement is the date upon which the last of the following events occurs: (i) Owner executes, dates and delivers this Agreement to the City; (ii) Escrow Agent (as hereinafter defined) executes, dates and delivers this Agreement to the City; and (iii) the City fully executes, dates and delivers this Agreement to the Escrow Agent.

2. Transfer of Operation Date. The Owner shall dedicate to the City and the City shall accept the Developer Phase Property and will take over responsibility for the operation of the Developer Phase Property and all related and appurtenant infrastructure at noon on the date which is thirty (30) days after the Effective Date (the "Transfer of Operation Date"). Prior to the Transfer of Operation Date, the City shall make all arrangements to operate and maintain the Developer Phase Property from and after the Transfer of Operation Date. Following the Transfer of Operation Date, the City will manage and control all of the wastewater capacity of the Developer Phase 1A Facility and the use of the Developer Phase Land and the Developer Phase 1A Facility in accordance with this Agreement and the Development Agreement. Prior to the Transfer of Operation Date, Owner shall make all arrangements to have all utility accounts, including APS, Southwest Gas, and Surprise Water, transferred to the City effective as of the Transfer of Operation Date. Owner shall pay all utility account bills up to the Transfer of Operation Date.

3. Dedication of Developer Phase Land and Developer Phase 1A Facility.

3.1. Conveyance of Developer Phase Property by Owner. On the Transfer of Operation Date, Owner will deposit into Escrow with Escrow Agent for recordation, if applicable, and for delivery to Escrow Agent and City:

3.1.1 a special warranty deed in the City's approved form attached hereto as **Exhibit "B"** (the "Deed") wherein the Owner dedicates and conveys to City the Developer Phase Property, at no charge to the City, and free and clear of all monetary liens and encumbrances that could affect marketability of the title;

3.1.2 a bill of sale in the City's approved form attached hereto as **Exhibit "C"** (the "Bill of Sale") wherein the Owner dedicates, conveys, assigns, and transfers to City all components of the Developer Phase 1A Facility, at no charge to the City, and free and clear of all monetary liens and security interests;

3.1.3 a non-foreign person affidavit, settlement statement, and such other documents as may be reasonably requested by Escrow Agent or as are necessary to fulfill the covenants and obligations to be performed by Owner pursuant to this Agreement.

3.2. Acceptance of Developer Phase Property by City. On the Transfer of Operation Date, City will deposit into Escrow with Escrow Agent for recordation, if applicable, and for delivery to Escrow Agent and Owner:

3.2.1 a signed and fully executed Pipeline and Conduit Easement (as defined in Section 8.7 and as attached hereto as Exhibit J) between the City and HE Capital Asante LLC, a Delaware limited liability company.

3.3. Closing.

3.3.1 Recording. Escrow Agent shall record in the Office of the County Recorder of Maricopa County, Arizona, the Deed and the Pipeline and Utility Easement, in that order, on the Transfer of Operation Date.

3.3.2 Title Insurance. Pursuant to Section 9.6 of the Parties' Development Agreement, as may be amended and/or extended, the Owner believes that the matters set forth in that certain second amended commitment for title insurance, dated September 29, 2020, bearing First American Title Insurance Company ("Title Company") file number 5449TAZ, describing the Developer Phase Land attached hereto as **Exhibit "D"** (the "Commitment") do not affect marketability of the title to the Developer Phase Property. The City hereby directs Escrow Agent to obtain and provide to the City an ALTA extended coverage owner's policy of title insurance from the Title Company in the amount of $2,500,000 insuring title to the Developer Phase Property is vested in the City upon recordation of the Deed (the "Title Policy") pursuant to the Commitment. Owner shall pay the portion of the premium for the Title Policy equivalent to the premium for a standard coverage policy and the City shall pay the additional premium and costs related to the issuance of an ALTA extended coverage policy, including, but not limited to, the costs of satisfying all requirements for the extended coverage Title Policy such as by means of illustration but not limitation the cost of an ALTA/NSPS land title survey, and any endorsements to the Title Policy requested by the City.

4. Developer Phase Obligations and Rights Under the Development Agreement.

4.1. Mutual Consideration. City and Owner acknowledge the Development Agreement requires the Owners under the Development Agreement to employ the equipment

manufacturer of the Developer Phase 1A Facility at the Owners' expense to assist the City with the operation and maintenance of the Developer Phase 1A Facility until six (6) months following the date the Developer Phase 1A Facility is receiving wastewater in amounts equal to or in excess of ten percent (10%) of its design capacity. The Developer Phase 1A Facility is not yet receiving wastewater greater than or equal to ten percent (10%) of the design capacity. Given the operational efficiencies to be realized by the City by combining the flows to the Developer Phase 1A Facility with the City's current flows received at the City's existing SPA 2 Regional WRF, and the Owner's covenants in this Agreement, including the covenant to install the Pipeline and Conduit Improvements (as hereinafter defined) pursuant to Section 8 of this Agreement, the aforementioned obligation of the Owners under the Development Agreement to employ the equipment manufacturer of the Developer Phase 1A Facility will be satisfied upon the dedication of the Developer Phase Property to the City on the Transfer of Operation Date.

4.2. Satisfaction of Owners' Developer Phase Obligations Under the Development Agreement. The City and Owner acknowledge and agree that upon the turnover of the Developer Phase Property to the City on the Transfer of Operation Date, the following obligations of the Owners under the Development Agreement will have been fully satisfied:

(i) to finance, design, construct, install operate and maintain Developer Phase 1A;

(ii) to employ the equipment manufacturer of the Developer Phase 1A Facility; and

(iii) to dedicate and convey the Developer Phase Property to the City.

4.3. Reservation of Owners' Rights Under the Development Agreement. The City and Owner acknowledge and agree that, except as set forth in this Agreement, the Owner's turnover of the Developer Phase Property to the City under this Agreement and the City's management and control of the Developer Phase Property, capacity, and connection of the Developer Phase 1A Facility to the SPA 2 Regional WRF after the Transfer of Operation Date do not diminish or constitute a waiver of any of the rights of the Property known as Asante under the Development Agreement or any rights of Owner or the other Owners under the Development Agreement or any rights vested under applicable law, including, but not limited to:

(i) the right to utilize approximately 5,714 equivalent dwelling units of capacity for the Property based on an underlying demand factor estimated at 210 gallons per day per dwelling unit as reflected in the City's 2008 Integrated Water Master Plan. The prior demand factor in effect at the time the Development Agreement executed was estimated at 300 gallons per day per dwelling unit. If the City sets a lower regulatory gallons per day per dwelling unit demand factor, then the number of equivalent dwelling units of capacity for the Property shall increase based upon the lower gallons per day per dwelling unit demand factor and the 1.2 mgd capacity of the Developer Phase 1A Facility;

(ii) the right to finance, design, construct, install, dedicate and convey to the City Developer Phase 1B on the Developer Phase Land for the exclusive use of the Property known as Asante and the Owners under the Development Agreement; and

(iii) the right to be excused from assessment and payment of sewer system development fees, impact fees, buy-in fees and cost reimbursement payments to the City or participating owners in the SPA 2 Regional WRF notwithstanding that the City may connect the Developer Phase 1A Facility to the SPA 2 Regional WRF.

5. Punch List Corrections. Owner has caused the punch-list items described on **Exhibit "E"** attached hereto to be repaired at the Developer Phase 1A Facility at Owner's sole cost and expense before the Transfer of Operation Date.

6. Owner's Developer Phase 1A Facility Express Warranty. Owner warrants that the Developer Phase 1A Facility will process wastewater inflows as intended in the manufacturer's plans and specifications approved by MCESD by the certificate of Approval to Construct, dated December 28, 2005, issued by MCESD (the "Warranty"). The Warranty period ("Warranty Period") begins on the Transfer of Operation Date and ends on the earlier of (i) the date which is ninety (90) days after the Developer Phase 1A Facility begins to receive wastewater inflows in an amount greater than or equal to an average weekly flow of 120,000 mgd either from the Property or from a combination of the Property and the SPA 2 Regional WRF, or (ii) the date which is one (1) year after the Transfer of Operation Date. The City shall use reasonable efforts to give written notice of any and all breach of Warranty claims to Owner no later than the date that is ten (10) days after discovery of the breach, but in any event, not later than thirty (30) days after the expiration of the Warranty Period. Otherwise, notwithstanding any notice and cure period set forth in this Agreement, the City will be conclusively deemed to have waived the breach of Warranty claim and the Warranty will be null and void. The Pipeline and Conduit Improvements (as hereinafter defined), the City Improvements (as hereinafter defined), and any damage to the Developer Phase 1A Facility caused by the City, the MCESD certified operator retained or employed by the City or by their contractors and agents are excluded from the Warranty. For purposes of clarity and to avoid ambiguity, the Warranty is not a warranty of quality or workmanship nor a warranty against all apparent or latent defects in each and every component of each and every building, structure, improvement, fixture and piece of equipment within the Developer Phase 1A Facility; rather the intent of the Warranty is that the Developer Phase 1A Facility will function in all material respects necessary to process wastewater inflows as intended in the manufacturer's plans and specifications approved by MCESD.

7. No Owner Representations. Except for the Warranty, neither Owner, nor anyone acting for or on behalf of Owner, has made any representation, warranty, promise or statement, express or implied, to City, or to anyone acting for or on behalf of City, concerning the Developer Phase Property, including, without limitation, the use or development thereof. City represents that, in entering into this Agreement, City has not relied on any representation, warranty (other than the Warranty), promise or statement, express or implied, of Owner, or anyone acting for or on behalf of Owner.

8. Connection of Developer Phase 1A to City SPA 2 Water Reclamation Facility. The City intends to connect the Developer Phase 1A Facility to the SPA 2 Regional WRF after the Transfer of Operation Date. Owner will cooperate with the City in the manner set forth in this Section 8.

8.1. Installation of Pipeline and Conduit. In order to facilitate the connection of Developer Phase 1A Facility with the SPA 2 Regional WRF owned by the City, the Owner shall cause the improvements described on **Exhibit "F"** attached hereto (the "Pipeline and Conduit Improvements") to be installed in accordance with the plans and specifications described on **Exhibit "G"** attached hereto (the "Plans") and in accordance with the schedule attached hereto as **Exhibit "H"** (the "Schedule") at Owner's sole cost and expense in a lien free manner. All other work, materials and improvements set forth in the Plans, other than the Pipeline and Conduit Improvements, are the sole responsibility of the City (the "City Improvements"). The only warranties to the City with respect to the Pipeline and Conduit Improvements are in the design contracts entered into by the City and the construction contracts entered into by Owner and the contractors who perform the work on the Pipeline and Conduit Improvements which warranties are hereby assigned on a non-exclusive basis to the City. Owner shall cause City to be identified as a third party beneficiary of the Owner's construction contracts entered with its contractors, including but not limited to, contactors' warranties as well as the contractors' insurance and indemnity provisions contained in the construction contracts. All such insurance contracts shall be required to be endorsed in favor of the City.

8.2. Budget. The budget attached hereto as **Exhibit "I"** sets forth an estimate of the costs and expenses to install the Pipeline and Conduit Improvements (the "Felix Construction, Inc., Budget"). Owner contracted directly with Felix Construction, Inc., to construct the Pipeline and Conduit Improvements in accordance with the Plans. The City approved the Plans on October 28, 2020, and construction of Pipeline and Conduit Improvements has commenced. Owner is obligated to pay for the installation of the Pipeline and Conduit Improvements as set forth in Exhibits "F" and "I", and any other obligations set forth in Owner's contract with Felix Construction, Inc. Owner is not obligated to pay for City Improvements.

8.3. Temporary Access Rights. The City hereby grants to Owner and will permit Owner the non-exclusive right, license and privilege of ingress and egress on a temporary basis on, over, under, and through all portions of the land and improvements owned by the City necessary to enable the installation of the Pipeline and Conduit Improvements. The rights and privileges established herein are for the use and benefit of the Owner, Owner's affiliate that may act as a construction manager, and their contractors, subcontractors, employees, agents and representatives and include, but are not limited to: (a) the right to place equipment and supplies and to construct the Pipeline and Conduit Improvements, and (b) the right to remove plant growth, dirt and other materials and improvements as may be necessary in connection with the construction and installation of the Pipeline and Conduit Improvements. The rights and privileges granted in this section are temporary and shall terminate automatically on the date when the Pipeline and Conduit Improvements have been completed. To the fullest extent permitted by law, Owner shall indemnify, defend (with counsel acceptable to City), protect, and hold harmless City, and its elected officials, appointed officials, employees and agents (collectively, "City-Related Persons") for, from, and against any and all liability, loss, damage, injury, expense, and legal fees or costs, arising from or related to any claim or action brought by any person or entity in connection with the Owner's (including Owner's affiliates, representatives, construction managers, contractors, subcontractors, employees, agents, and) use of, or ingress and egress to/from, the land and improvements owned by the City; provided, however, Owner shall not be required to indemnify, defend, protect and hold harmless City or any City-Related Persons for, from, and against any liability, loss, damage, injury, expense, and legal fees or costs arising from or related to any claim

or action brought by any person or entity to the extent arising from the negligence or willful misconduct of City or any City-Related Persons.

8.4. Unavoidable Delays. The commencement date and interim and final completion dates set forth in the Schedule shall be extended by a period of time equal to any period that progress in construction of the Pipeline and Conduit Improvements is delayed due to any strike, riot, act of war, act of violence, unseasonable or unusual weather, material and/or labor shortage, epidemic or pandemic, act of God, delay by utility companies or any governmental agencies having jurisdiction over Owner, the City, Developer Phase 1A, SPA 2 Regional WRF, or the Pipeline and Conduit Improvements, and any similar act, occurrence or non-occurrence beyond Owner's reasonable control (each, an "Unavoidable Delay").

8.5. Self-Help. If Owner fails to cause the timely commencement or completion of the Pipeline and Conduit Improvements, except as a result of Unavoidable Delay, or Owner ceases such construction for a period of fifteen (15) or more consecutive days (except as a result of Unavoidable Delay), and such failure is not cured within thirty (30) days after the receipt of written notice thereof from the City, then the City shall have the right to provide a second written notice to Owner indicating that the City elects to assume and take over the construction of all or any portion of any incomplete component of the Pipeline and Conduit Improvements ("Incomplete Improvements"). If the City so elects to assume and take over construction of any Incomplete Improvements, then (a) the Owner shall remain liable for all responsibilities, duties, and obligations thereafter remaining to be performed with respect to the Incomplete Improvements, (b) Owner shall not be relieved of its obligation and liability for the cost to construct the Incomplete Improvements, (c) Owner and the City shall reasonably cooperate with each other to allow the City to complete the Incomplete Improvements, and (d) Owner shall pay to the City on a monthly basis, within fifteen (15) days after receipt of an written, itemized invoice from the City, progress payments for the actual costs and expenses incurred by the City under the construction contracts for the Pipeline and Conduit Improvements. In the event City exercises its self-help rights pursuant to this Section, City may pursue all available remedies and damages, in law or equity.

8.6. Intentionally Deleted.

8.7. Pipeline and Utility Easement. A portion of the Pipeline and Conduit Improvements will be installed in a strip of land owned by HE Capital Asante LLC, a Delaware limited liability company ("HE Capital"), more particularly described in **Exhibit "J"** attached hereto and incorporated herein by reference ("Pipeline Easement Area"). Owner shall exercise commercially reasonable efforts to obtain the execution, acknowledgement and delivery from HE Capital and HE Capital's lender of an easement in favor of the City through the Pipeline Easement Area for the installation, operation, and maintenance of the Pipeline and Conduit Improvements and other improvements ancillary to the Pipeline and Conduit Improvements in form and substance materially consistent with the Pipeline and Utility Easement attached hereto as **Exhibit "J"** and incorporated herein by reference (the "Pipeline and Utility Easement"). Escrow Agent shall record the Pipeline and Utility Easement on the Transfer of Operation Date.

8.8. Survival. The obligations of the Parties under this Section 8 shall survive the Transfer of Operation Date and conveyance of the Developer Phase Property.

9. Escrow Instructions; Escrow Agent; Closing Costs; Prorations.

9.1. Escrow Instructions. Owner and the City shall establish an escrow (the "Escrow") at Empire West Title Agency LLC, an Arizona limited liability company, d/b/a Thomas Title & Escrow, Attention: Sheila Hunter ("Escrow Agent"), 7150 E Camelback Rd Suite 195, Scottsdale, Arizona 85251 Office: (480) 222-1116. The opening of Escrow will be the date upon which Escrow Agent has in its possession counterparts of the Agreement executed by Owner and by the City and Escrow Agent has accepted this Agreement as its escrow instructions. Escrow Agent shall give notice to the Parties upon the opening of the Escrow. This Agreement will constitute the sole escrow instructions to Escrow Agent, and no standard form escrow instructions of Escrow Agent will be used for this Escrow. Any and all amendments to the escrow instructions shall be in writing, signed by the Parties and Escrow Agent.

9.2. Closing Costs. All costs and expenses of the dedication and conveyance of the Developer Phase Property to the City, including escrow fees and charges, unless otherwise expressly provided elsewhere in this Agreement, are the sole responsibility of Owner. Owner shall pay any recording fees. Owner and the City agree that all closing costs and any other sums required to be paid will be paid in full through Escrow on the Transfer of Operation Date. Each Party agrees to pay its own attorneys' fees.

9.3. Prorations. All non-delinquent real estate taxes on the Developer Phase Property will be prorated as of the Transfer of Operation Date, based upon the most current information available, in accordance with Escrow Agent's and the Maricopa County Assessor's usual and customary practice. All delinquent real estate taxes will be paid in full by Owner on the Transfer of Operation Date together with all penalties and redemption charges. No further adjustment in any tax figures shall occur following the Transfer of Operation Date. Owner shall be entitled to receive any refunds or over-payments for taxes for tax years prior to the year in which the Transfer of Operation Date occurs. All improvement liens, special taxing districts, or other special municipal or county assessments that affect the Developer Phase Property and that exist as of the Transfer of Operation Date shall be prorated as of the Transfer of Operation Date based upon the most current information available, in accordance with Escrow Agent's and the Maricopa County Assessor's usual and customary practice. City and Owner agree that neither party is currently aware of any municipal speculative builder or other transaction privilege tax due or payable by Owner to or for the benefit of the City as a result of the dedication and conveyance of the Developer Phase 1A Facility and Developer Phase Land by Owner to the City in accordance with this Agreement. In the event that such tax is due and payable, payment of said tax shall be solely the responsibility of the Owner.

10. Risk of Loss. All risk of loss, damage, or casualty to the Developer Phase Property that may occur prior to Transfer of Operation Date will be borne by the Owner.

11. Remedies. Paragraphs 14.4, 14.5, and 14.6 of the Development Agreement are applicable to this Agreement.

12. Notice. Whenever this Agreement requires that notice be provided to any other Party or Escrow Agent, notice will be deemed to have been validly given and received (i) upon actual receipt if delivered in person to the individual intended to receive such notice, (ii) three (3)

business days after having been sent by registered or certified mail, postage prepaid, to the address indicated in this Agreement, (iii) if transmitted by facsimile, by the time stated in a machine-generated confirmation that notice was received at the facsimile number of the intended recipient, or (iv) if transmitted by email, upon transmission to the email addresses set forth below, provided that (a) if such transmission is given after 5:00 pm, Arizona time, then the notice shall be deemed received on the next business day, and (b) if any notice given by email cannot be transmitted and received because of a problem affecting the receiving Party's computer or network despite good faith efforts of the Party attempting notice to inform the addressee of such problem, the deadline for giving such notice shall be extended through the next business day. Any notice to be given by any Party hereto or Escrow Agent may be given by legal counsel for such party. Any notice to be given to Escrow Agent shall also be given to the other Party and all notices to be given to either Owner or the City shall also be given to Escrow Agent and each party's legal counsel. Notice will be sent to the Parties as follows:

To City:
City Manager
City of Surprise
16000 North Civic Center Plaza
Surprise, AZ 85374-9002
Facsimile No. (623) 222-1021

With a copy to:
City Attorney
Attention: Robert Wingo, City Attorney
16000 North Civic Center Plaza
Surprise, AZ 85374-9002
Facsimile No. (623) 222-1101
Email: Robert.Wingo@surpriseaz.gov

To Owner:
LCD Asante LLC
Attention: Jeff Gunderson
1665 W. Alameda Drive, Suite 130
Tempe, AZ 85282-3200
Email: jeff.gunderson@lennar.com

With a copy to:
Sherman & Howard, LLC
Attention: Azim Q. Hameed
7033 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254-2080
Email: ahameed@shermanhoward.com

To Escrow Agent:
Thomas Title & Escrow
Attention: Sheila Hunter
7150 E Camelback Rd Suite 195
Scottsdale, AZ 85251
Email: shunter@thomastitle.com

13. Miscellaneous Provisions.

13.1. Successors and Assigns. This Agreement binds the Parties and their respective successors, assigns, and legal representatives.

13.2. Third Party Beneficiaries. This Agreement does not create any rights or benefits to parties other than the City, Owner and HE Capital Asante, LLC; nor does this Agreement create any additional rights or benefits to any other parties under the Development Agreement.

13.3. Conflicts of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended.

13.4. Execution in Counterpart. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. An executed counterpart of this Agreement transmitted by facsimile or email transmission shall be valid and effective to bind the Party so signing.

13.5. Time is of the Essence. Time is of the essence in implementing the terms of this Agreement.

13.6. Survival. Except as otherwise provided in this Agreement, all covenants, agreements, and/or representations set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the dedication and conveyance of the Developer Phase Property to the City and the close of Escrow under this Agreement and will not merge into any deed, assignment or other instrument executed or delivered pursuant hereto.

13.7. Integration. This Agreement comprises the complete and integrated agreement of the Parties on the subject matter hereof and supersedes all prior agreements, written or oral, on such subject matter. This Agreement was drafted with the joint participation of the Parties and shall be construed neither against nor in favor of any Party, but rather in accordance with the fair meaning of the express provisions hereof. In the event an ambiguity or question of intent or interpretation arises, the Parties' intent shall be determined strictly in accordance with the express provisions hereof, without resort to parole or other outside evidence of the Parties' intent.

13.8. Implementation. This Agreement implements Section 4.1 of the Parties' Development Agreement wherein Owner agreed to dedicate and turnover the Developer Phase 1A to the City.

13.9. Corporate Approval. Notwithstanding any provision contained in this Agreement to the contrary, Owner's obligations under this Agreement are contingent upon its receipt of the written approval of the Corporate Investment Committee of Lennar Corporation, a Delaware corporation. Such approval shall be evidenced, if at all, by Owner's execution and delivery of this Agreement to the City.

13.10. Indemnification. To the fullest extent permitted by law, Owner shall indemnify, defend (with counsel acceptable to City), and hold harmless City and City-Related Persons (as defined in Section 8.3) for, from, and against any and all liability, loss, damage, expense, and legal fees or costs actually incurred arising from or related to any claim or action

brought by any person or entity against the City or City-Related Persons as a result of (i) a breach of this Agreement by Owner, or (ii) the negligence or willful misconduct of Owner or Owner's affiliates, representatives, construction managers, contractors, subcontractors, employees and agents in connection with the performance of the duties imposed upon Owner by this Agreement. Owner, however, has no duty to indemnify, defend, and hold harmless City and City-Related Persons for, from, and against any liability, loss damage, expense, and legal fees or costs arising from any claim or action brought by any person or entity against the City or City-Related Persons as a result of (i) a breach of this Agreement by the City, or (ii) the negligence or willful misconduct of the City or City-Related Persons. Owner's obligations under this Section 13.10 shall terminate on the date which is ten (10) years after the Transfer of Operation Date.

14. Contingencies.

14.1. Conditions Precedent. This Agreement shall terminate automatically, without any further action required by the City or its City Council, at 5:00 p.m., Arizona time, on the business day immediately preceding the Transfer of Operation Date (the "Mutual Contingency Period") if either of the following conditions precedent do not occur on or before the Mutual Contingency Period:

14.1.1 HE Capital and HE Capital's lender do not execute, acknowledge and deliver the Pipeline and Utility Easement to Escrow Agent; or

14.1.2 MCESD does not execute and deliver to Owner and the City an Approval to Transfer Ownership of the Developer Phase 1A Facility from Owner to the City.

14.2. Effect of Failure of Contingency. If this Agreement terminates in accordance with the provisions of this Section 14, neither Owner nor the City shall have any further obligations or liabilities under this Agreement. The conditions set forth on this Section 14 are for the mutual benefit of the Owner and the City and can be waived only by a written waiver signed by both the Owner and the City.

[Signatures appear on the following page.]

CITY:

CITY OF SURPRISE,
An Arizona municipal corporation

By:_____

Name:_____

Title:_____

Date:_____

Attest:

_____
City Manager

Date:_____

Approved as to Form:

_____
City Attorney

Date:_____

OWNER:

LCD ASANTE, LLC, a Delaware limited liability company
By: Lennar Communities Development, Inc., a Delaware corporation
Its: Manager

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF SURPRISE,
An Arizona municipal corporation

By:_____

Name:_____

Title:_____

Date:_____

Attest:

_____
City Manager

Date:_____

Approved as to Form:

_____
City Attorney

Date:_____

OWNER:

LCD ASANTE, LLC, a Delaware limited liability company
By: Lennar Communities Development, Inc., a Delaware corporation
Its: Manager

By: _____

Name: Jeff Gunderson

Title: Vice President

Date: 7/26/21

ESCROW AGENT'S ACCEPTANCE

By its execution below, Escrow Agent accepts this Agreement as its sole escrow instructions and acknowledges receipt of at least one fully executed original or telecopy counterpart of the Agreement executed by Owner and City. Upon receipt of one or more counterparts of this Agreement executed by Owner and the City, Escrow Agent agrees to provide copies of the fully executed Agreement to Owner and City.

ESCROW AGENT:

EMPIRE WEST TITLE AGENCY, LLC, an Arizona Limited Liability Company, dba THOMAS TITLE & ESCROW

By: _____

Name: CHADWICK L. CAMPBELL

Title: SENIOR COUNSEL

Date: JULY 29, 2021

Escrow No.: 5449TAZ

CONSENT:

HE Capital Asante, LLC, a Delaware limited liability company, consents to this Turnover Agreement Pursuant to Asante Development Agreement, including all exhibits and attachments, made by and between the City of Surprise, an Arizona municipal corporation, and LCD Asante LLC, a Delaware limited liability company.

HE CAPITAL ASANTE, LLC,
a Delaware limited liability company

By: Highland Capital Management, LP, its Manager
Name: - DAVID KLOS
Its: CFO & COO

EXHIBIT "A"

LEGAL DESCRIPTION FOR
DEVELOPER PHASE LAND

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18, BEING AN IRON PIPE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 18, BEING AN IRON PIPE, BEARS NORTH 89 DEGREES 14 MINUTES 38 SECONDS WEST, A DISTANCE OF 2634.93 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 38 SECONDS WEST, ALONG SAID NORTH SECTION LINE, A DISTANCE OF 173.98 FEET TO THE SOUTH LINE OF THE BEARDSLEY CANAL PER BOOK 584 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 56 DEGREES 26 MINUTES 15 SECONDS WEST, DEPARTING SAID NORTH SECTION LINE AND ALONG SOUTH LINE OF SAID PARCEL, A DISTANCE OF 805.45 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 33 DEGREES 33 MINUTES 45 SECONDS EAST, A DISTANCE OF 212.00 FEET;

THENCE SOUTH 56 DEGREES 26 MINUTES 15 SECONDS WEST, A DISTANCE OF 135.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, THE RADIUS OF WHICH BEARS SOUTH 33 DEGREES 33 MINUTES 46 SECONDS EAST, A DISTANCE OF 903.54 FEET;

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 43 MINUTES 10 SECONDS, A DISTANCE OF 232.12 FEET;

THENCE SOUTH 41 DEGREES 43 MINUTES 12 SECONDS WEST, A DISTANCE OF 191.42 FEET;

THENCE SOUTH 39 DEGREES 43 MINUTES 44 SECONDS EAST, A DISTANCE OF 114.09 FEET;

THENCE NORTH 50 DEGREES 16 MINUTES 16 SECONDS EAST, A DISTANCE OF 270.47 FEET;

THENCE SOUTH 39 DEGREES 18 MINUTES 26 SECONDS EAST, A DISTANCE OF 281.46 FEET;

THENCE SOUTH 50 DEGREES 41 MINUTES 34 SECONDS WEST, A DISTANCE OF 514.69 FEET;

THENCE NORTH 00 DEGREES 23 MINUTES 27 SECONDS EAST, A DISTANCE OF 29.33 FEET;

THENCE NORTH 39 DEGREES 18 MINUTES 26 SECONDS WEST, A DISTANCE OF 148.76 FEET;

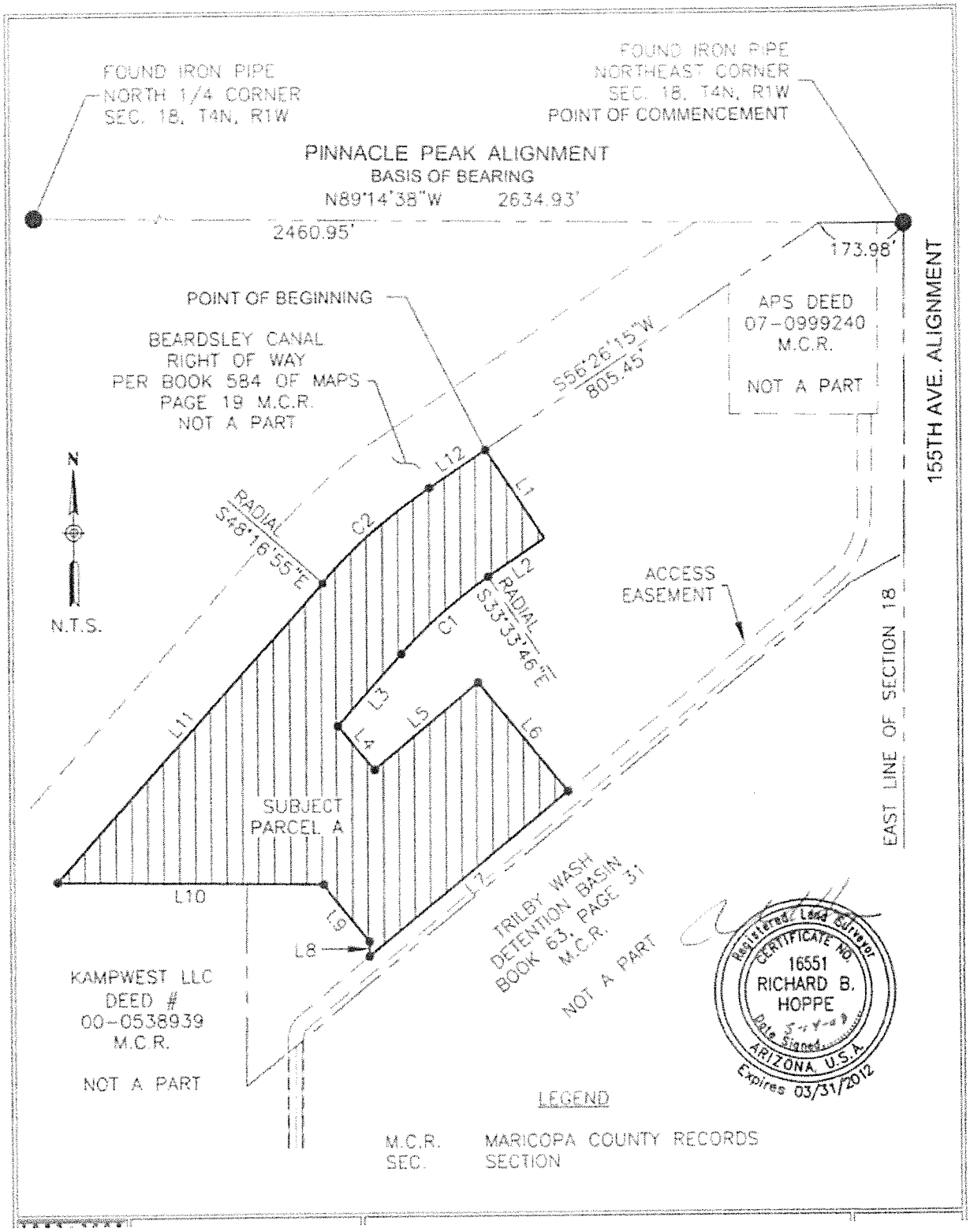
THENCE NORTH 89 DEGREES 12 MINUTES 33 SECONDS WEST, A DISTANCE OF 524.77 FEET TO THE SOUTH LINE OF THE BEARDSLEY CANAL PER BOOK 584 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 41 DEGREES 43 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 791.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, THE RADIUS OF WHICH BEARS SOUTH 48 DEGREES 16 MINUTES 55 SECONDS EAST, A DISTANCE OF 1,115.51 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTH LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 43 MINUTES 10 SECONDS, A DISTANCE OF 286.58 FEET;

THENCE NORTH 56 DEGREES 26 MINUTES 15 SECONDS EAST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 135.48 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 410,296 SQUARE FEET OR 9.4191 ACRES, MORE OR LESS.


FOUND IRON PIPE
NORTH 1/4 CORNER
SEC. 18, T4N, R1W
FOUND IRON PIPE
NORTHEAST CORNER
SEC. 18, T4N, R1W
POINT OF COMMENCEMENT
PINNACLE PEAK ALIGNMENT
BASIS OF BEARING
N89°14'38"W 2634.93'
2460.95'
173.98'
155TH AVE. ALIGNMENT
POINT OF BEGINNING
BEARDSLEY CANAL
RIGHT OF WAY
PER BOOK 584 OF MAPS
PAGE 19 M.C.R.
NOT A PART
APS DEED
07-0999240
M.C.R.
NOT A PART
S56°26'15"W
805.45'
N
N.T.S.
RADIAL
S48°16'55"E
RADIAL
S33°33'46"E
ACCESS
EASEMENT
L1
L2
L3
L4
L5
L6
L7
L8
L9
L10
L11
L12
C1
C2
SUBJECT
PARCEL A
EAST LINE OF SECTION 18
TRILBY WASH
DETENTION BASIN
BOOK 63, PAGE 31
M.C.R.
NOT A PART
KAMPWEST LLC
DEED #
00-0538939
M.C.R.
NOT A PART
Registered Land Surveyor
CERTIFICATE NO.
16551
RICHARD B.
HOPPE
Date Signed
ARIZONA, U.S.A.
Expires 03/31/2012
LEGEND
M.C.R. MARICOPA COUNTY RECORDS
SEC. SECTION

51415264.11

EXHIBIT "B"

DEED

WHEN RECORDED RETURN TO:

City of Surprise
16000 North Civic Center Plaza
Surprise, AZ 85374-7470
Attn: Robert W. Wingo, Esq.

SPECIAL WARRANTY DEED WITH PROPERTY RESTRICTIONS AND RESERVATION OF EASEMENT

Exempt from affidavit of value pursuant to A.R.S. § 11-1134(A)(3).

For the consideration of Ten Dollars and other valuable considerations, the undersigned LCD ASANTE LLC, a Delaware limited liability company ("Grantor"), does hereby convey to CITY OF SURPRISE, an Arizona municipal corporation ("Grantee"), that certain real property situated in Maricopa County, Arizona legally described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"), together with all rights and privileges appurtenant thereto:

Subject to all taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record; all matters which a physical inspection or accurate survey of the Property would disclose. Except as expressly set forth herein, no representations or warranties have been made by Grantor or anyone else on its behalf to Grantee as to the title or condition of the Property or the improvements thereon erected, if any, or as to any other matters whatsoever; and

Subject to the Property Restrictions and Reservation hereinafter set forth.

And the Grantor hereby binds itself and its successors to warrant and defend the title to the Property as against all acts of the Grantor herein and no other, subject to the matters above set forth.

Property Restrictions:

The Property shall be used exclusively for waste water treatment facilities and related purposes and any facilities built on the Property shall incorporate all applicable, noise, odor and aesthetic controls required at the time of construction thereof pursuant to Arizona Revised Statutes, including without limitation, BADCT for Sewage Treatment Facilities and Ariz. Admin Code R18-9-B201(I)(1).

The water reclamation facility situated on the Property as of the date of this deed is the Developer Phase 1A SPA 2 PERC water reclamation facility ("Developer Phase 1A Facility") contemplated in that certain Asante Development Agreement, dated November 3, 2005, which was recorded in the office of the County Recorder of Maricopa County, Arizona, on November 18, 2005, at document 2005-1750101, as amended from time to time (the "Asante Development Agreement"). Capacity for One Million Two Hundred Thousand (1,200,000) gallons per day average daily flow in the Developer Phase 1A Facility, as the Developer Phase 1A Facility may be hereafter modified or replaced from time to time, is reserved for and shall be continuously available for, on an uninterrupted and exclusive basis, wastewater inflows from the Asante community. The land area of the Asante community is more particularly described in Exhibit A of the Asante Development Agreement.

These Property Restrictions shall be enforceable by one or more of: (i) Grantor; (ii) the AMC Members as defined in that certain Declaration of Covenants, Conditions and Restrictions for Asante, dated June 30, 2008, which was recorded in the office of the County Recorder of Maricopa County, Arizona, on July 1, 2008, at document no. 2008-0580987; and (iii) the Asante Maintenance Corporation, an Arizona non-profit corporation.

Reservation:

Grantor reserves for the use and benefit of Grantor, for the use and benefit of each and every other Owner (as defined in the Asante Development Agreement) under the Asante Development Agreement that has a right to construct Developer Phase 1B (as defined in the Asante Development Agreement), and for their successors and assigns (collectively, the "Benefitted Parties"), a nonexclusive easement and right of ingress and egress over, upon, beneath, and across the Property for the purpose of enabling the Benefitted Parties to exercise the rights under the Asante Development Agreement to: (i) finance, design, construct, and install Developer Phase 1B on the Property; and (ii) to dedicate and convey Developer Phase 1B to the Grantee for the exclusive use of the Asante community. The nonexclusive easement and rights of ingress and egress reserved in this special warranty deed shall expire on December 31, 2035, unless Developer Phase 1B is completed on the Developer Phase Land on or before such date.

The Property Restrictions and Reservation in this special warranty deed are covenants running with the land pursuant to applicable law and shall be binding upon Grantee and inure to the benefit of Grantor and the other Benefitted Parties and their successors and assigns.

[Signatures appear on the following page.]

Dated this _____ day of _____, 2021.

LCD ASANTE, LLC, a Delaware limited liability company

By: Lennar Communities Development, Inc., a Delaware corporation
Its: Manager

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing Special Warranty Deed was acknowledged before me on this ____ day of _____, 2021, by _____, the _____ of Lennar Communities Development, Inc., a Delaware corporation, the Manager of LCD ASANTE, LLC, a Delaware limited liability company, for and on behalf of the company.

_____
Notary Public

My Commission expires:

_____

EXHIBIT "C"

BILL OF SALE

This Bill of Sale (this "Bill of Sale") is made by the undersigned, LCD ASANTE LLC, a Delaware limited liability company ("Owner"), in favor of and to CITY OF SURPRISE, an Arizona municipal corporation ("City").

WHEREAS, Owner and City entered into that certain Turnover Agreement Pursuant to Asante Development Agreement for all of the Developer Phase Land and for the Developer Phase 1A SPA 2 PERC Water Reclamation Facility, City of Surprise, Arizona, dated as of _____, 2020 (the "Agreement"), pursuant to which Owner agreed to convey, dedicate, assign, and transfer to City all components of the "Developer Phase 1A Facility" (as defined in the Agreement) at no charge to the City and free and clear of all monetary liens and encumbrances that could affect marketability of the title.

NOW, THEREFORE, pursuant to the Agreement, and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner by these presents does convey, dedicate, assign, and transfer to City, its successors and assigns, forever, as an entirety, all of Owner's right, title, and interest in and to all components of the Developer Phase 1A Facility free and clear of all monetary liens and encumbrances that could affect marketability of the title thereto, but otherwise as-is, without other representation or warranty, subject to the terms of the Agreement.

Except as expressly set forth herein or in the Agreement, Owner makes no representations or warranties whatsoever regarding the Developer Phase 1A Facility.

In the event of any conflict or inconsistency between the terms hereof and the terms of the Agreement, the terms of the Agreement shall govern and control.

Dated this _____ day of _____, 2021.

OWNER:

LCD ASANTE, LLC, a Delaware limited liability company

By: Lennar Communities Development, Inc., a Delaware corporation
Its: Manager

By: _____

Name: _____

Title: _____

EXHIBIT "D"

COMMITMENT FOR TITLE INSURANCE

[See document following this descriptive page.]

First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	File No. 5449TAZ

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice: Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned
Thomas Title and Escrow Agency

By: Frank W Bunch
Authorized Signature

First American Title Insurance Company

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COMMITMENT CONDITIONS

1. DEFINITIONS
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements;
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. COMPANY'S RIGHT TO AMEND
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. LIMITATIONS OF LIABILITY
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      (i) comply with the Schedule B, Part I—Requirements;
      (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      (iii) acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
   (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
   (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
   (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
   (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
   (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
   The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. **PRO-FORMA POLICY**
   The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. **ARBITRATION**
   The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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Transaction Identification Data for reference only:
Issuing Agent: Thomas Title and Escrow Agency
Issuing Office: Thomas Title and Escrow Agency (Scottsdale)
Issuing Office's ALTA Registry ID:
Loan ID Number:
Commitment Number: Second
Issuing Office File Number: 5449TAZ
Escrow Officer: Sheila Hunter
Title Officer: Teri Guevara

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

SCHEDULE A

1. Commitment Date: **September 29, 2020, 05:00 pm**

2. Policy to be issued:
   (a) 2006 ALTA® Extended Coverage Owner's Policy

   Proposed Insured: **City of Surprise**
   Proposed Policy Amount: **$2,500,000.00**

3A. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

LCD Asante, LLC, a Delaware limited liability company

3B. Title to the estate herein described upon issuance of the Policy shall be vested in:

City of Surprise

4. The land referred to in this Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

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EXHIBIT "A"

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18, BEING AN IRON PIPE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 18, BEING AN IRON PIPE, BEARS NORTH 89 DEGREES 14 MINUTES 38 SECONDS WEST, A DISTANCE OF 2634.93 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 38 SECONDS WEST, ALONG SAID NORTH SECTION LINE, A DISTANCE OF 173.98 FEET TO THE SOUTH LINE OF THE BEARDSLEY CANAL PER BOOK 584 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 56 DEGREES 26 MINUTES 15 SECONDS WEST, DEPARTING SAID NORTH SECTION LINE AND ALONG SOUTH LINE OF SAID PARCEL, A DISTANCE OF 805.45 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 33 DEGREES 33 MINUTES 45 SECONDS EAST, A DISTANCE OF 212.00 FEET;

THENCE SOUTH 56 DEGREES 26 MINUTES 15 SECONDS WEST, A DISTANCE OF 135.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, THE RADIUS OF WHICH BEARS SOUTH 33 DEGREES 33 MINUTES 46 SECONDS EAST, A DISTANCE OF 903.54 FEET;

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 43 MINUTES 10 SECONDS, A DISTANCE OF 232.12 FEET;

THENCE SOUTH 41 DEGREES 43 MINUTES 12 SECONDS WEST, A DISTANCE OF 191.42 FEET;

THENCE SOUTH 39 DEGREES 43 MINUTES 44 SECONDS EAST, A DISTANCE OF 114.09 FEET;

THENCE NORTH 50 DEGREES 16 MINUTES 16 SECONDS EAST, A DISTANCE OF 270.47 FEET;

THENCE SOUTH 39 DEGREES 18 MINUTES 26 SECONDS EAST, A DISTANCE OF 281.46 FEET;

THENCE SOUTH 50 DEGREES 41 MINUTES 34 SECONDS WEST, A DISTANCE OF 514.69 FEET;

THENCE NORTH 00 DEGREES 23 MINUTES 27 SECONDS EAST, A DISTANCE OF 29.33 FEET;

THENCE NORTH 39 DEGREES 18 MINUTES 26 SECONDS WEST, A DISTANCE OF 148.76 FEET;

THENCE NORTH 89 DEGREES 12 MINUTES 33 SECONDS WEST, A DISTANCE OF 524.77 FEET TO THE SOUTH LINE OF THE BEARDSLEY CANAL PER BOOK 584 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA;

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THENCE NORTH 41 DEGREES 43 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 791.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, THE RADIUS OF WHICH BEARS SOUTH 48 DEGREES 16 MINUTES 55 SECONDS EAST, A DISTANCE OF 1,115.51 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTH LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 43 MINUTES 10 SECONDS, A DISTANCE OF 286.58 FEET;

THENCE NORTH 56 DEGREES 26 MINUTES 15 SECONDS EAST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 135.48 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

EXCEPTING THEREFROM ALL COAL AND OTHER MINERALS AS RESERVED IN THE PATENT RECORDED AS BOOK 193 OF DEEDS, PAGE 279, OF OFFICIAL RECORDS.

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COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Pay first half of 2020 taxes.

   NOTE: Taxes are assessed in the total amount of $18,554.12 for the year 2020 under Assessor's Parcel No. 503-57-024E.

6. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

7. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2016. Said plat shall include the required certification and, at a minimum, also have shown Items 1, 8, 11, 16, 17 and 19, from Table A thereof.

   NOTE: if a Zoning Endorsement is requested, Items 6(a) and 6(b) of Table A will also be required. If "parking" is to be added to the endorsement, the number and type of parking spaces must be shown on the survey. Property use information must also be provided to Thomas Title & Escrow.

8. Completion of inspection now in progress by an employee of Thomas Title & Escrow. If said inspection discloses the necessity for additional exceptions and/or requirements, you will be notified.

9. Furnish full and complete copy of any unrecorded lease, agreement, contract and/or license with all supplements, assignments and amendments and fully executed owner's affidavit prior to close of transaction. The owner's affidavit shall also state that none of the leases referred to in the affidavit contain a first right of refusal or option to purchase. Thomas Title & Escrow reserves the right to except additional items and/or make requirements after review of the foregoing documents.

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10. Furnish a copy of the Articles of Organization or other pertinent formation documents duly processed by the regulatory body of Delaware; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of LCD Asante, LLC, a limited liability company.

    NOTE: Final determination as to which parties must execute all documents on behalf of the company shall be made upon compliance with above.

11. Record Warranty Deed from LCD Asante, LLC, a Delaware limited liability company, to Buyer(s).

    NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

NOTE: The Company reserves the right to make further requirements and/or exception based upon its review of the documentation submitted to satisfy the above requirements.

End of Schedule B - Section One

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records

3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.

4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

7. Any lien or right to a lien for services, labor or material not shown by the Public Records.

Exceptions above will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

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8. INTENTIONALLY OMITTED - Taxes for the full year of 2020. (The first half is due October 1, 2020 and is delinquent November 1, 2020. The second half is due March 1, 2021 and is delinquent May 1, 2021).

9. Reservations or exceptions in Patent recorded as Book 193 of Deeds, page 279, or in Acts authorizing the issuance thereof.

10. The right to enter upon the land and prospect for and remove all coal, oil, gas, minerals or other substances, as reserved in the Patent to said land.

11. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.

12. An easement for flood control dike and right of flowage caused by the flood control dike and incidental purposes recorded as Docket 1885, Page 337.

13. An easement for electric lines and poles and incidental purposes recorded as Docket 2740, Page 331.

14. All matters as set forth in Results of Surveys for Maricopa County Municipal Water Conservation District No. 1, recorded as Book 331 of Maps, Page 17.

15. All matters as set forth in Beardsley Canal Right of Way survey, recorded as Book 584 of Maps, Page 19.

16. The terms, conditions and provisions contained in the document entitled Recorded Disclosure for Territory in the Vicinity of a Military Airport recorded August 14, 2001 as 2001-0743413, of Official Records.

17. All matters as set forth in Affidavits of Disclosure, recorded December 30, 2004 as 2004-1541443, of Official Records and January 14, 2005 as 2005-0060180, of Official Records.

18. The terms, conditions, liabilities and obligations contained in the document entitled Asante Development Agreement recorded as 2005-1750101, of Official Records, Amendment recorded as 2006-1328209 and Assignment and Assumption recorded as 2007-1067239, of Official Records.

19. The terms, conditions and provisions contained in the document entitled Ingress/Egress Easement recorded as 2007-0999239, of Official Records.

20. The terms, conditions and provisions contained in the document entitled Ingress/Egress Easement recorded as 2008-0809208, of Official Records.

21. All matters as set forth in Final Order of Condemnation, recorded November 17, 2008 as 2008-0983829, of Official Records.

22. The terms, conditions and provisions contained in the document entitled Utility Easement recorded as 2009-0472322, of Official Records.

23. The terms, conditions, liabilities and obligations contained in the document entitled Memorandum of Joint Development, Cost Sharing and Escrow Agreement and Notice of Easement recorded as 2009-0486170, of Official Records.

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24. The terms, conditions and provisions contained in the document entitled Ingress and Egress Easement recorded as 2009-0486175, of Official Records.

25. All matters as set forth in Final Judgment and Order in Condemnation, recorded October 14, 2009 as 2009-0952423, of Official Records.

26. The terms, conditions and provisions contained in the document entitled Ingress/Egress Easement recorded as 2011-0269222, of Official Records.

27. The terms, conditions, liabilities and obligations contained in the document entitled SPA2 Water Reclamation Facility Capacity Allocation Agreement recorded as 2015-0354865, of Official Records.

28. The terms, conditions, liabilities and obligations contained in the document entitled Memorandum of Joint Development, Cost Sharing, Reimbursement and Escrow Agreement recorded as 2019-0502986, of Official Records and re-recorded August 18, 2020 as 2020-0757396, of Official Records.

29. **INTENTIONALLY OMITTED** - Any action that may be taken by the Flood Control District of Maricopa County to acquire property or rights-of-way for flood control recorded December 13, 2019 as 2019-1011930, of Official Records.

30. **INTENTIONALLY OMITTED** - The lack of a right of access to and from the land.

31. Any facts, rights, interests or claims that would be disclosed by a correct ALTA/NSPS survey.

32. Any rights, interest or claims of parties in possession of the land not shown by the public records.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement.

33. Second installment of 2020 taxes, a lien, payable on or before March 1, 2021 and delinquent May 1, 2021.

End of Schedule B - Section Two

Privacy Notice

Effective: November 1, 2019

Notice Last Updated: November 1, 2019

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit https://www.firstam.com/privacy-policy/index.html. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

How Long Do We Keep Your Personal Information? We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us **dataprivacy@firstam.com** or toll free at 1-866-718-0097.

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For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1- 866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any away if you choose to exercise your rights under the CCPA.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Categories of Sources	Categories of sources from which we've collected **personal information** include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
Business Purpose for Collection	The business purposes for which we've collected **personal information** include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity
Categories of Third Parties Shared	The categories of third parties with whom we've shared **personal information** include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties

Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of personal information of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

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THOMAS
Title & Escrow

File No: 5449TAZ
Amendment No: Second
7150 East Camelback Rd., Suite 195
Scottsdale, AZ 85251
Phone: 480-222-1116
Fax: 480-222-1117

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information
In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information-particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information that you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability
This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information
Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer-reporting agency.

Use of Information
We request information from you for our own legitimate business purposes and not for benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us, or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know the information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT "E"

PUNCH LIST*

Item	Location	Description of Work
Centrifuge Handrails	Headworks	Broken at top of latter. Currently held by duct tape. Fix the handrails.
Centrifuge Drain Piping	Headworks	Currently held by rope. Requires adequate supports. Install Pipe supports.
Door Closure Devices	Building	Some show signs of oil leakage and one door is missing a door closure device. Replace and add door closure devices where necessary.
Interior Lab Walls	Building	Paint peeling is excessive in the Lab room. Repaint the room.

*The punch list items described in this exhibit were completed as of November 2, 2020.

EXHIBIT "F"

PIPELINE AND CONDUIT IMPROVEMENTS

1. Install influent wastewater pipeline 12-inches in diameter approximately 1,325 feet in length between the influent pump station at the Developer Phase 1A Facility and the influent pump station at the SPA 2 Regional WRF as set forth on the Plans. Flow directing isolation valves at or near the influent pump stations are excluded.

2. Install waste activated sludge pipeline approximately 1,100 feet in length between Developer Phase 1A Facility and the SPA 2 Regional WRF as set forth on the Plans. Flow directing isolation valves are excluded.

3. Install effluent water pipeline 12-inches in diameter approximately 1,125 feet in length from the Developer Phase 1A Facility to the recharge basin at SPA 2 Regional WRF as set forth on the Plans. Flow directing isolation valves are excluded.

4. Install a pair of 4-inches in diameter empty communications conduit each approximately 1,170 feet in length with pull boxes and pull strings as set forth on the Plans.

5. The Pipeline and Conduit Improvements do not include the following work or improvements notwithstanding that the work or improvements may be set forth on the Plans: (i) the penetration of any lids, caps, membranes, walls, floors or ceilings of any vault, manhole, building, structure or other piece of equipment; (ii) the installation of pipeline, valves, pumps, equipment, materials or other systems on or connecting to any existing vault, building, structure, pump or piece of equipment; (iii) the installation of pipeline, valves, pumps, equipment, materials or other systems in the interior of any vault, manhole, building or other structure; (iv) the installation of wiring for any sensors, monitors, communications or other equipment or systems; and (v) obtaining any permits, approvals, rights-of-way or easements that may be necessary of convenient for the installation or operation of the Pipeline and Conduit Improvements.

EXHIBIT "G"

LIST OF PLANS

1. City of Surprise SPA2 Water Reclamation Facility Project Number P71400 Interconnecting Pipeline Project Technical Specifications Volume 1 of 2 prepared by Greeley and Hansen LLC.

2. City of Surprise SPA2 Water Reclamation Facility Project Number P71400 Interconnecting Pipeline Project Construction Plans Volume 2 of 2 (2020) prepared by Greeley and Hansen LLC.

EXHIBIT "H"

SCHEDULE

Owner shall commence construction of the Pipeline and Conduit Improvements on or before the date which is fifteen (15) days after the later of: (i) the date the Plans have been approved in final by all of the utility companies and governmental agencies with approval rights over the Plans, (ii) the date this Turnover Agreement Pursuant to Asante Development Agreement has been fully executed by the City and Owner, and (iii) the City and HE Capital have executed, acknowledged and delivered the Pipeline and Utility Easement to Escrow Agent.

Owner shall complete installation of the Pipeline and Conduit Improvements on or before July 30, 2021.

EXHIBIT "I"

PIPELINE AND CONDUIT IMPROVEMENTS BUDGET

SPA2 Water Reclamation Facility - Interconnecting Pipeline Project
(Owner's Pipeline and Conduit Improvements Only)

Pipeline and Conduit Improvements as set forth in Owner's Contract with Felix Construction, Inc.	$541,124
Change Order for Piping Assembly	$49,173
Estimated Total	**$590,297**

EXHIBIT "J"

PIPELINE AND UTILITY EASEMENT

WHEN RECORDED, RETURN TO:

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

UTILITY EASEMENT

This Utility Easement Agreement ("Agreement") is executed this _____ day of _____, 2021 by and between HE Capital Asante, LLC, a Delaware limited liability company, hereinafter referred to as "Grantor" and the City of Surprise, an Arizona municipal corporation, hereinafter referred to as "Grantee".

RECITALS

1. Grantor is the fee title owner of a parcel of land legally described in Exhibit "A" ("Property").

2. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a perpetual, non-exclusive Utility Easement over, under, and across the Property (the "Easement Area"). The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".

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

1. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive utility easement over, under and across the Easement Area, subject to the right of Grantor and Grantor's successors, assigns, employees, agents, and licensees to erect and maintain improvements in the Easement Area, provided such improvements do not unreasonably interfere with Grantee's construction, installation, maintenance, and replacement of the sewer and other utility lines to be installed and maintained by Grantee pursuant to this Agreement. This Utility Easement also includes ingress and egress to and from the Easement Area in order to construct, install, maintain, repair, and replace said utilities such as a sewer line, effluent line, and electrical conduit.

2. Restoration of Property. Grantee, its successors and assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Area pursuant to the rights granted pursuant to this Agreement shall (a) promptly repair and restore any damage to the Property or the Easement Area resulting from such entry, work,

or use; and (b) promptly remove any mechanic's or materialmen's lien arising from any such work within the Easement Area. Grantee will cause the least possible interference with the activities of Grantor, the occupants of the Property, and their respective customers, agents, servants, employees, licenses, and invitees in connection with its operations.

3. Runs with the Land. The Agreement shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective administrators, personal representatives, successors, and assigns.

4. Not a Public Dedication. Other than the grant of the easement as set forth herein, nothing contained in this Agreement shall be deemed to be a conveyance or dedication of any portion of the Property or the Easement Area to the general public or any public purpose whatsoever.

5. Exception. There is excepted and reserved to Grantor from this Agreement and the easement granted hereby: (i) all rights to utilize the Easement Area for any and all purposes not inconsistent with Grantee's rights hereunder; and (ii) all rights of Grantor to grant at its sole discretion and at any time, any and all additional easements to any other person across the Easement Area provided that such additional easements do not interfere in a material or adverse manner with Grantee's rights hereunder. Specifically included, without limitation, in such reservations are the rights to grant underground utilities and other rights to place facilities by the Grantor.

6. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor from and against any loss, damage, or injury of any kind or nature to any person or property arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees, or contractors, or from any accident arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees, or contractors, unless such loss, damage or injury was a result of the negligence or intentional conduct of Grantor.

7. Miscellaneous. Headings in this Agreement are for convenience only and shall not define or limit the provision hereof. This Agreement shall be construed according to its ordinary meaning and shall not be strictly construed for or against the Grantor or the Grantee. This Agreement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant, or condition of this Agreement be adjudicated by a court of competent jurisdiction void, invalid, or inoperative, the same shall not affect any other term, provision, covenant, or condition of this Agreement, but the remainder thereof shall be effective as though such void, invalid, or inoperative term, provision, covenant, or condition had not been contained herein. This Agreement is subject to A.R.S. §38-511.

SIGNATURE PAGES FOLLOW

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

GRANTOR:

HE CAPITAL ASANTE, LLC,
a Delaware limited liability company

By:_____

Name:_____

Its:_____

STATE OF _____)
) SS.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____ the _____ of HE Capital Asante, LLC, a Delaware limited liability company, on behalf of the Company.

_____
Notary Public

My Commission Expires:

_____

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

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By:_____
Skip Hall
Its: Mayor

Attest:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

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

_____
Notary Public

My Commission Expires:

_____

EXHIBIT "A"

DESCRIPTION

UTILITY EASEMENT

A portion of Parcel No. 8 (HEC WASTEWATER TREATMENT PLANT PROPERTY) as described in that Special Warranty Deed recorded as Instrument 2009-0812783 Records of Maricopa County, Arizona, being located in the Northeast Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the Northeast Corner of said Section 18, from which the North Quarter Corner of said Section 18 lies North 89°14'38" West 2634.93 feet;

Thence South 21°03'22" West 965.00 feet to the most easterly east corner of said Parcel No. 8;

Thence along a northeast line of said property North 39°18'26" West 42.50 feet to the north corner of that ingress/egress easement recorded as Instrument 2008-0809208, Records of said County, being also the POINT OF BEGINNING;

Thence along the northwest line of said easement South 50°41'34" West 400.98 feet to a common property line between said Parcel No. 8 and Parcel No. 5 (LENNAR WASTEWATER TREATMENT PLANT PROPERTY) as described in that Special Warranty Deed recorded as Instrument 2009-0486171, Records of said County;

Thence along said line North 39°18'26" West 25.00 feet;

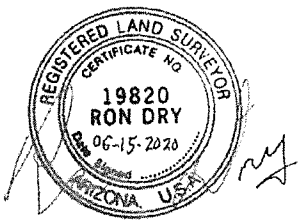
Thence departing said line North 50°41'34" East 400.98 feet to the aforesaid northeast line of Parcel No. 8;

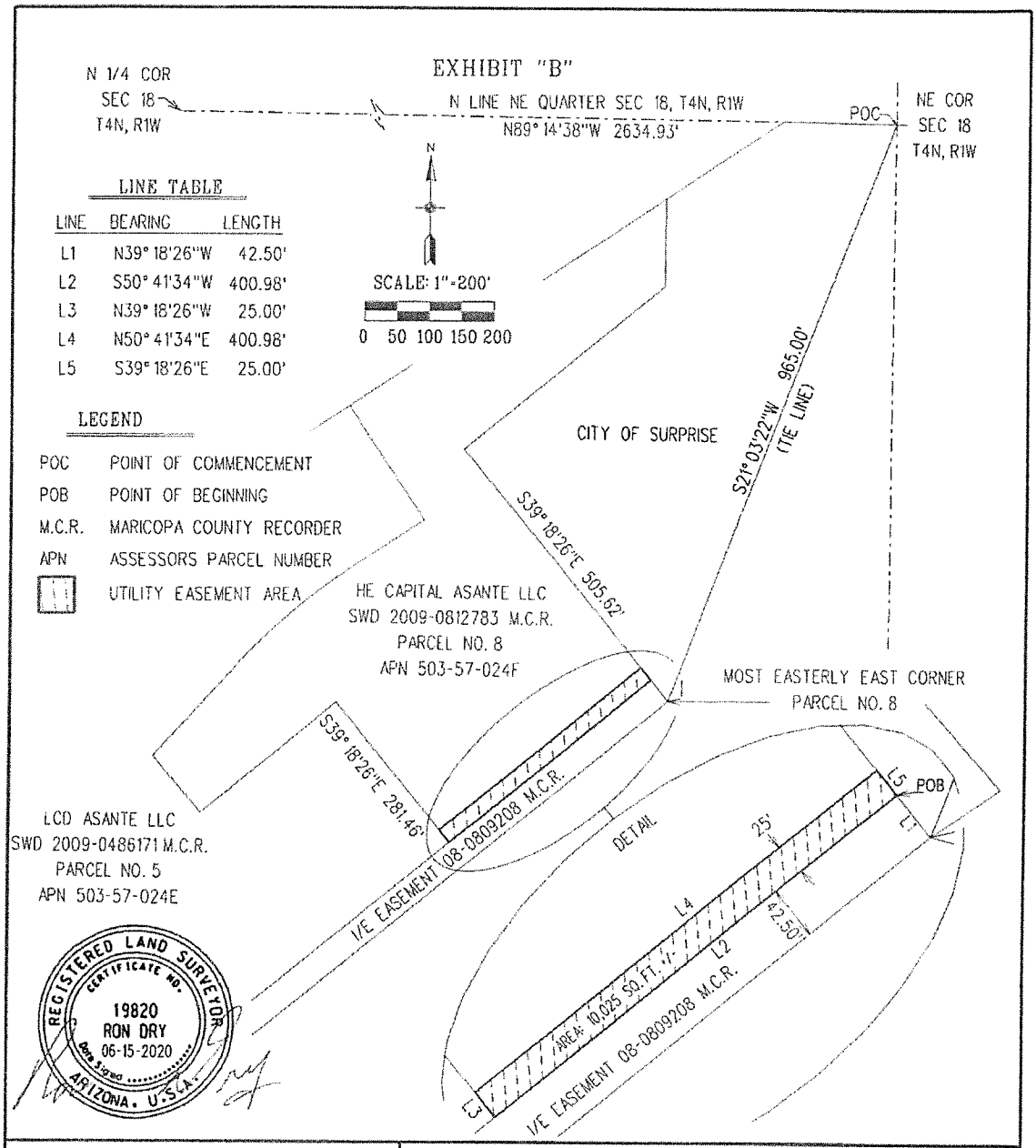
Thence along said northeast line South 39°18'26" East 25.00 feet to the POINT OF BEGINNING.

Containing 10,025 square feet, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description





UTILITY EASEMENT	SURPRISE ARIZONA	CITY OF SURPRISE LAND SURVEY DEPARTMENT	
PROJECT # 20023	DRAWN BY RCD	DATE 06-15-2020	SHEET 1 OF 1

51415264.11

CONSENT AND APPROVAL OF LENDER

The undersigned lender which is the beneficiary under that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (Arizona), dated June 25, 2009, recorded on June 26, 2009, at Instrument No. 2009-0589313, and re-recorded on August 31, 2009, at Instrument No. 2009-0812784 in the official records of Maricopa County, Arizona (the "**Deed of Trust**") as a first lien on the property described in the Deed of Trust, for and on behalf of itself and its successors and assigns, hereby acknowledges receipt of, consents to, and approves that certain Utility Easement Agreement by and between HE Capital Asante, LLC, a Delaware limited liability company, as grantor, and the City of Surprise, an Arizona municipal corporation, as grantee (the "**Utility Easement**"), and agrees that in the event the beneficiary under the Deed of Trust, its successors or assigns, exercises the power of sale under the Deed of Trust or otherwise forecloses the lien evidenced by the Deed of Trust the Utility Easement shall continue in full force and effect notwithstanding that the Utility Easement is subordinate to the Deed of Trust.

NEXBANK, a Texas state-chartered bank, formerly known as NexBank SSB

By _____

Its _____

STATE OF TEXAS)
) ss.
County of Dallas)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____ the _____ of NEXBANK, on behalf thereof.

_____
Notary Public

My Commission Expires:

WHEN RECORDED, RETURN TO:

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

UTILITY EASEMENT

This Utility Easement Agreement ("Agreement") is executed this _____ day of _____, 2021 by and between HE Capital Asante, LLC, a Delaware limited liability company, hereinafter referred to as "Grantor" and the City of Surprise, an Arizona municipal corporation, hereinafter referred to as "Grantee".

RECITALS

1. Grantor is the fee title owner of a parcel of land legally described in Exhibit "A" ("Property").

2. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a perpetual, non-exclusive Utility Easement over, under, and across the Property (the "Easement Area"). The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".

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

1. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive utility easement over, under and across the Easement Area, subject to the right of Grantor and Grantor's successors, assigns, employees, agents, and licensees to erect and maintain improvements in the Easement Area, provided such improvements do not unreasonably interfere with Grantee's construction, installation, maintenance, and replacement of the sewer and other utility lines to be installed and maintained by Grantee pursuant to this Agreement. This Utility Easement also includes ingress and egress to and from the Easement Area in order to construct, install, maintain, repair, and replace said utilities such as a sewer line, effluent line, and electrical conduit.

2. Restoration of Property. Grantee, its successors and assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Area pursuant to the rights granted pursuant to this Agreement shall (a) promptly repair and restore any damage to the Property or the Easement Area resulting from such entry, work, or use; and (b) promptly remove any mechanic's or materialmen's lien arising from any such work within the Easement Area. Grantee will cause the least possible interference with the activities of Grantor, the occupants of the Property, and their respective customers, agents, servants, employees, licenses, and invitees in connection with its operations.

3. Runs with the Land. The Agreement shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective administrators, personal representatives, successors, and assigns.

4. Not a Public Dedication. Other than the grant of the easement as set forth herein, nothing contained in this Agreement shall be deemed to be a conveyance or dedication of any portion of the Property or the Easement Area to the general public or any public purpose whatsoever.

5. Exception. There is excepted and reserved to Grantor from this Agreement and the easement granted hereby: (i) all rights to utilize the Easement Area for any and all purposes not inconsistent with Grantee's rights hereunder; and (ii) all rights of Grantor to grant at its sole discretion and at any time, any and all additional easements to any other person across the Easement Area provided that such additional easements do not interfere in a material or adverse manner with Grantee's rights hereunder. Specifically included, without limitation, in such reservations are the rights to grant underground utilities and other rights to place facilities by the Grantor.

6. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor from and against any loss, damage, or injury of any kind or nature to any person or property arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees, or contractors, or from any accident arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees, or contractors, unless such loss, damage or injury was a result of the negligence or intentional conduct of Grantor.

7. Miscellaneous. Headings in this Agreement are for convenience only and shall not define or limit the provision hereof. This Agreement shall be construed according to its ordinary meaning and shall not be strictly construed for or against the Grantor or the Grantee. This Agreement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant, or condition of this Agreement be adjudicated by a court of competent jurisdiction void, invalid, or inoperative, the same shall not affect any other term, provision, covenant, or condition of this Agreement, but the remainder thereof shall be effective as though such void, invalid, or inoperative term, provision, covenant, or condition had not been contained herein. This Agreement is subject to A.R.S. §38-511.

SIGNATURE PAGES FOLLOW

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

GRANTOR:

HE CAPITAL ASANTE, LLC,
a Delaware limited liability company

By: Highland Capital Management, LP, its Manager
Name: David Klos
Its: CFO & COO

STATE OF Texas)
) SS.
County of Dallas)

The foregoing instrument was acknowledged before me this 21 day of July, 2021, by David Klos the CFO / COO of HE Capital Asante, LLC, a Delaware limited liability company, on behalf of the Company.

Sworn to and subscribed before me on the 21st day of July 2021 by: Naomi Chisum

Notary Public

Naomi Chisum
My Commission Expires
03/22/2025
ID No. 132987623

My Commission Expires:
03/22/2025

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

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By:_____
Skip Hall
Its: Mayor

Attest:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

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

_____
Notary Public

My Commission Expires:

_____

EXHIBIT "A"

DESCRIPTION

UTILITY EASEMENT

A portion of Parcel No. 8 (HEC WASTEWATER TREATMENT PLANT PROPERTY) as described in that Special Warranty Deed recorded as Instrument 2009-0812783 Records of Maricopa County, Arizona, being located in the Northeast Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the Northeast Corner of said Section 18, from which the North Quarter Corner of said Section 18 lies North 89°14'38" West 2634.93 feet;

Thence South 21°03'22" West 965.00 feet to the most easterly east corner of said Parcel No. 8;

Thence along a northeast line of said property North 39°18'26" West 42.50 feet to the north corner of that ingress/egress easement recorded as Instrument 2008-0809208, Records of said County, being also the POINT OF BEGINNING;

Thence along the northwest line of said easement South 50°41'34" West 400.98 feet to a common property line between said Parcel No. 8 and Parcel No. 5 (LENNAR WASTEWATER TREATMENT PLANT PROPERTY) as described in that Special Warranty Deed recorded as Instrument 2009-0486171, Records of said County;

Thence along said line North 39°18'26" West 25.00 feet;

Thence departing said line North 50°41'34" East 400.98 feet to the aforesaid northeast line of Parcel No. 8;

Thence along said northeast line South 39°18'26" East 25.00 feet to the POINT OF BEGINNING.

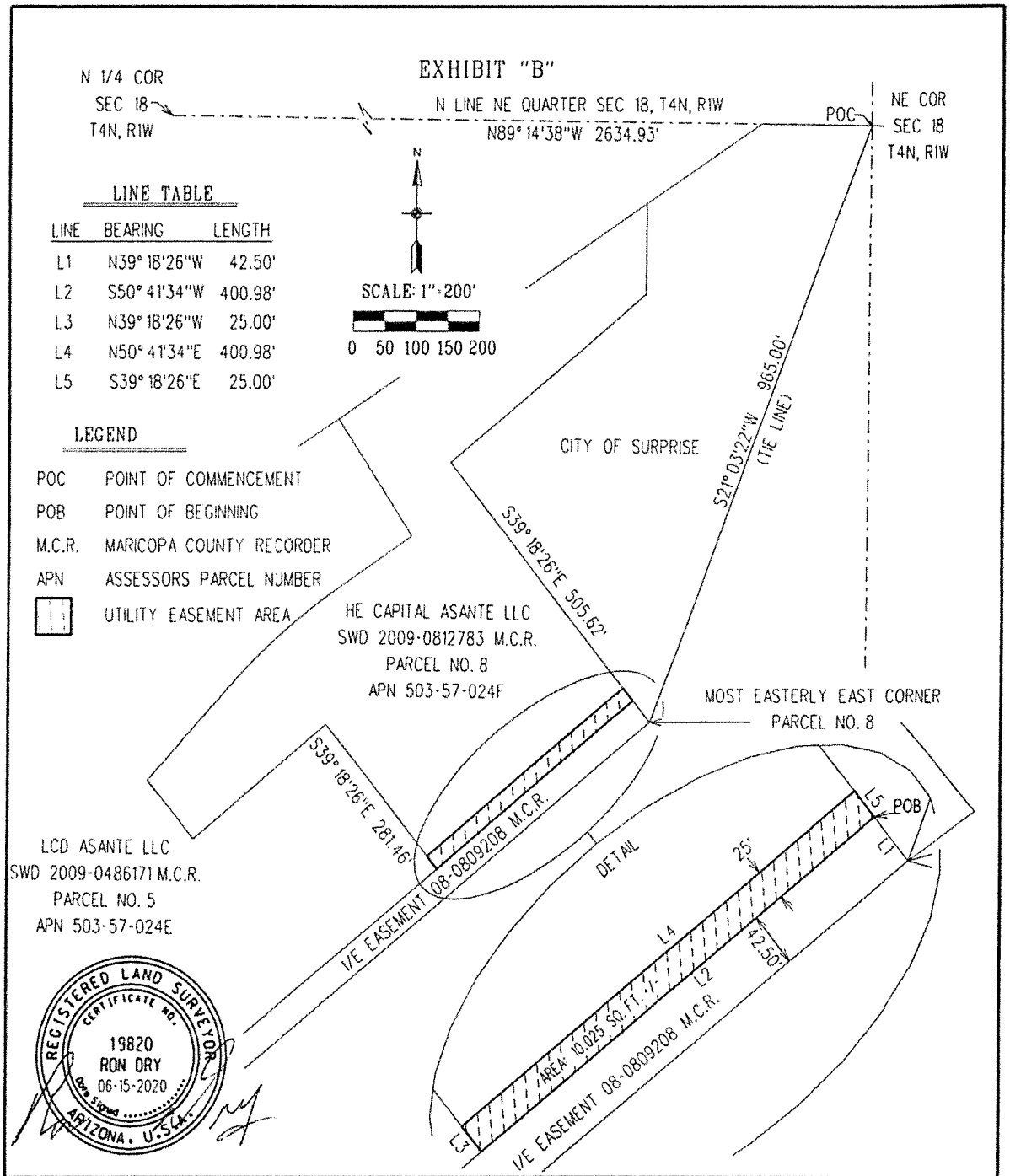
Containing 10,025 square feet, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT "B"



UTILITY EASEMENT	SURPRISE ARIZONA	CITY OF SURPRISE LAND SURVEY DEPARTMENT	
PROJECT # 20023	DRAWN BY RCD	DATE 06-15-2020	SHEET 1 OF 1

52164349.2

CONSENT AND APPROVAL OF LENDER

The undersigned lender which is the beneficiary under that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (Arizona), dated June 25, 2009, recorded on June 26, 2009, at Instrument No. 2009-0589313, and re-recorded on August 31, 2009, at Instrument No. 2009-0812784 in the official records of Maricopa County, Arizona (the "**Deed of Trust**") as a first lien on the property described in the Deed of Trust, for and on behalf of itself and its successors and assigns, hereby acknowledges receipt of, consents to, and approves that certain Utility Easement Agreement by and between HE Capital Asante, LLC, a Delaware limited liability company, as grantor, and the City of Surprise, an Arizona municipal corporation, as grantee (the "**Utility Easement**"), and agrees that in the event the beneficiary under the Deed of Trust, its successors or assigns, exercises the power of sale under the Deed of Trust or otherwise forecloses the lien evidenced by the Deed of Trust the Utility Easement shall continue in full force and effect notwithstanding that the Utility Easement is subordinate to the Deed of Trust.

NEXBANK, a Texas state-chartered bank, formerly known as NexBank SSB

By _____

Its EVP / CCO

STATE OF TEXAS)
) ss.
County of Dallas)

The foregoing instrument was acknowledged before me this 27 day of JULY, 2024, by RHETT MILLER the EVP / CCO of NEXBANK, on behalf thereof.

_____
Notary Public

My Commission Expires: 09-15-2024

VALERIE APHAY
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 124963254

52164349.2

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021

Contact Person: Michael Boule, ASST DIRECTOR-UTILITY OPERATION

Submitting Department: Water Resource Management

District: District 1

Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Memorandum of Understanding to Support the Bartlett Dam Modification Feasibility Study in partnership with the Salt River Project Agricultural Improvement and Power District; Resolution #2021-119.

Motion:

I move to approve Resolution #2022-119.

Background:

The United States Department of the Interior's Bureau of Reclamation ("Reclamation"), in partnership with the Salt River Project (SRP), conducted an appraisal level investigation called the Verde Reservoirs Sediment Mitigation Study to evaluate options to restore capacity lost in SRP's Verde River reservoirs due to sediment accumulation, which impacts critical water supplies for central Arizona. The report was concluded in May 2021 and made three primary recommendations for restoring capacity within Bartlett Lake. The purpose of this MOU is to describe the cooperative efforts and roles and responsibilities of the Parties related to supporting Reclamation in completing the Bartlett Dam Modification Feasibility Study as recommended in the Draft Appraisal Report.

Objective Analysis:

This agreement will allow the city to participate in a regional water resource opportunity.

Policy Compliant:

This item is policy compliant and is consistent with the 2018 Water Resource Management Water Acquisition Policies.

Financial Impact:

The costs associated with participating in the Bartlett Dam Modification Feasibility Study will be determined at a future date as part of a Nonfederal Participating Entities Cost- Share Agreement.

Budget Impact:

The funding source will be determined with the consideration of a future cost-share agreement.

FTE Impact:
NA

ATTACHMENTS:
1. Res 2021-119 SRP MOU Resolution
2. Final MOU re Bartlett Dam Modification Feasibility Study

RESOLUTION # 2021-119

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE NONBINDING MEMORANDUM OF UNDERSTANDING ("MOU") TO SUPPORT THE BARTLETT DAM MODIFICATION FEASIBILITY STUDY IN PARTNERSHIP WITH THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT ("SRP").

WHEREAS, pursuant to A.R.S. § 11-951 et seq., the City of Surprise is authorized to enter into this MOU with SRP for the purposes set forth herein; and

WHEREAS, on or about August 21, 2018, the City Council approved the City's Water Resource Management Department Water Acquisition Policy, which identifies and supports the City's participation in Local and Regional water preservation and resource projects; and

WHEREAS, SRP has approached the City of Surprise, along with a number of other public agencies ("Nonfederal Participating Entities"), regarding support for SRP's Bartlett Dam Modification Feasibility Study ("Study"); and

WHEREAS, the purpose of the Study is to investigate and consider the costs and impacts associated with modifying Bartlett Dam in an effort to preserve and ultimately make available additional water to the Nonfederal Participating Entities, including the City of Surprise; and

WHEREAS, the purpose of this nonbinding MOU is to set forth guidelines defining the Parties' respective participation and support of SRP's Study by establishing a project Steering Committee, with SRP as the Chair, and the development of a form cost-sharing agreement between SRP and the Nonfederal Participating Entities; and

WHEREAS, any future cost-sharing agreements between SRP and the City of Surprise shall first be presented to City Council for its consideration and approval; and

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

Section 1. The Mayor and Council hereby approve the Nonbinding Memorandum of Understanding to support SRP's Bartlett Dam Modification Feasibility Study.

SIGNATURES TO FOLLOW ON NEXT PAGE

APPROVED AND ADOPTED this _____day of _____, 2021.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

Exhibit A:

Memorandum of Understanding to Support the Bartlett Dam Modification Feasibility Study Among Various Participating Entities, Salt River Valley Water Users Association and Salt River Project Agricultural Improvement and Power District.

MEMORANDUM OF UNDERSTANDING

TO SUPPORT THE BARTLETT DAM MODIFICATION FEASIBILITY STUDY

AMONG VARIOUS PARTICIPATING ENTITIES,

SALT RIVER VALLEY WATER USERS' ASSOCIATION,

AND

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

August__, 2021

1. PARTIES:

This nonbinding memorandum of understanding ("MOU") to support the Bartlett Dam Modification Feasibility Study is entered into by those entities listed in the Contact List of Exhibit A ("Participating Entities"), the Salt River Valley Water Users' Association ("Association"), and the Salt River Project Agricultural Improvement and Power District ("District"). The Association and District are referred to collectively as "SRP." SRP and the Participating Entities are referred to collectively as "Parties."

2. BACKGROUND AND PURPOSE:

a. The United States Department of the Interior's Bureau of Reclamation ("Reclamation"), in partnership with SRP, conducted an appraisal level investigation called the Verde Reservoirs Sediment Mitigation Study to evaluate options to restore capacity lost in SRP's Verde River reservoirs due to sediment accumulation, which impacts critical water supplies for central Arizona.

b. Reclamation issued a draft report entitled "Verde Reservoirs Sediment Mitigation Study Appraisal Report" in May 2021 ("Draft Appraisal Report") recommending that Reclamation:

   i. Seek/confirm authority to initiate a feasibility study to determine the technical, environmental, economic, and financial feasibility of implementing one of two Bartlett Dam modification alternatives to enable central Arizona to adapt water management to changing climate conditions ("Bartlett Dam Modification Feasibility Study");

ii. Address topics identified in the Verde Reservoirs Sediment Mitigation Study during the feasibility study process; and

iii. Develop cost-share agreements necessary to support the successful completion of the Bartlett Dam Modification Feasibility Study.

c. Reclamation is expected to release a final appraisal report by the end of calendar year 2021. The Parties support Reclamation's recommendations as identified in Subparagraph 2(b) and the initiation of the Bartlett Dam Modification Feasibility Study to further evaluate alternatives for modification of Bartlett Dam to improve management of water supplies of the Verde River, reduce the reliance on groundwater, and help position central Arizona to manage extended droughts and shortages created by climate change impacts on the Colorado, Salt, and Verde River watersheds.

d. The purpose of this MOU is to describe the cooperative efforts and roles and responsibilities of the Parties related to supporting Reclamation in completing the Bartlett Dam Modification Feasibility Study as recommended in the Draft Appraisal Report. As described below, included in those cooperative efforts is the formation and participation in a steering committee as described in Paragraph 5(d) ("Steering Committee"), and development of the following agreements: (1) a cost-share agreement among the Participating Entities and SRP as described in Paragraph 5(a) ("Nonfederal Participating Entities Cost-Share Agreement"), and (2) the development of a cost-share agreement among SRP and Reclamation as described in Paragraph 4(b)(i) ("SRP-Reclamation Cost-Share Agreement").

3. TERM AND TERMINATION:

a. This MOU will become effective upon execution by the Parties and, unless terminated under Subparagraph 3(b), will remain in effect until Reclamation issues a final report for the Bartlett Dam Modification Feasibility Study.

b. This MOU will terminate in the event that Reclamation issues a final Verde Reservoirs Sediment Mitigation Study Appraisal Report that does not include a recommendation to study the feasibility of Bartlett Dam modification alternatives.

c. This MOU and the provisions of this MOU may only be modified upon mutual written consent of the Parties.

4. RESPONSIBILITIES:

a. Mutual Responsibilities:

i. The Parties will work cooperatively to develop the Nonfederal Participating Entities Cost-Share Agreement.

ii. The Parties will work cooperatively to form and participate in the Steering Committee that is identified in Subparagraph 5(d) and will be further described by the Nonfederal Participating Entities Cost-Share Agreement.

iii. The Parties will support and assist Reclamation to conduct the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study as identified in the recommendations noted in Subparagraph 2(b). This support and assistance is expected to include funding of the Bartlett Dam Modification Feasibility Study by some or all of the Participating Entities, as will be specified by the Nonfederal Participating Entities Cost-Share Agreement. The Parties will provide data and information relevant to analyses that may include but are not limited to assessments of hydrology and climate change, demand for use of water supplies, environmental and cultural resources, economics, engineering, dam safety and flood control, and recreation.

b. SRP Responsibilities:

i. SRP will work with Reclamation to develop the SRP-Reclamation Cost-Share Agreement as a mechanism for SRP to pay the nonfederal cost-share required for completing the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study, including the funds collected under the Nonfederal Participating Entities Cost-Share Agreement, for completing the Bartlett Dam Modification Feasibility Study.

ii. SRP will consult with the Participating Entities on substantive decisions related to Reclamation developing a plan of study for the Bartlett Dam Modification Feasibility Study while it finalizes the Draft Appraisal Report.

SRP will be the single point of contact with Reclamation on behalf of the Parties and will lead communications with Reclamation related to the Bartlett Dam Modification Feasibility Study until the Nonfederal Participating Entities Cost-Share Agreement is executed.

iii. SRP will serve as chair of the Steering Committee.

c. Participating Entities Responsibilities:

i. Participating Entities will provide relevant data, information, opinions, and analyses related to the Bartlett Dam Modification Feasibility Study as reasonably requested by SRP or Reclamation in the event that Reclamation has/obtains authority to conduct the Bartlett Dam Modification Feasibility Study.

ii. Participating Entities will serve on the Steering Committee as appropriate to engage in collaboration and coordination with SRP to support Reclamation's completion of the Bartlett Dam Modification Feasibility Study as will be further defined in the Nonfederal Participating Entities Cost-Share Agreement.

iii. Participating Entities will coordinate and collaborate with SRP in efforts to communicate information related to the Bartlett Dam Modification Feasibility Study with elected officials and other relevant stakeholders on the project.

5. DEVELOPMENT OF THE NONFEDERAL PARTICIPATING ENTITIES COST-SHARE AGREEMENT:

a. The Parties will collaborate to develop the Nonfederal Participating Entities Cost-Share Agreement with a goal of execution in Fall 2021. The Nonfederal Participating Entities Cost-Share Agreement will describe how nonfederal costs will be allocated among SRP and any Participating Entities agreeing to share those costs to provide nonfederal funding to Reclamation and any appropriate contractors to conduct the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study.

b. As part of the process to develop the Nonfederal Participating Entities Cost-Share Agreement, SRP and any Participating Entities agreeing to share the nonfederal costs will collaborate to determine the relative shares of the non-federal cost contribution in support of the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study as recommended in the Draft Appraisal Report. The Parties understand that any cost-share contribution under the Nonfederal Participating Entities Cost-Share Agreement does not guarantee capacity in a future Modified Bartlett Dam in the event such a facility is constructed.

c. The Nonfederal Participating Entities Cost-Share Agreement will be among SRP and any Participating Entities agreeing to share the nonfederal costs and will require those Participating Entities to submit funds to SRP for SRP to remit such funds to any necessary contractors or to Reclamation through the separate Reclamation-SRP Cost-Share Agreement.

d. As part of the Nonfederal Participating Entities Cost-Share Agreement, the Parties will establish the Steering Committee chaired by SRP to provide timely and effective feedback and guidance to support Reclamation and any necessary contractors in achieving the milestones necessary to complete the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study and to facilitate coordination in communications with elected officials and other relevant stakeholders.

6. AUTHORIZED REPRESENTATIVES

Within thirty (30) days after execution of this MOU, SRP and each Participating Entity shall designate in writing to the other Parties an Authorized Representative and an Alternate to administer this MOU on behalf of the designating party. Written notice of a change of an Authorized Representative or Alternate shall be provided within thirty (30) days of such change. The Alternate shall act only in the absence of the Authorized Representative. Neither the Authorized Representatives nor the Alternates shall have authority to amend, modify, or supplement this MOU. Agreements of the Authorized Representatives pursuant to this MOU shall be in writing and signed by them.

7. ADDITION AND WITHDRAWAL OF PARTICIPATING ENTITIES:

a. Any Participating Entity may voluntarily withdraw from this MOU by providing thirty (30) days written notice to the other Parties as provided in Paragraph 8.

b. Additional Participating Entities may be added to this MOU by the Steering Committee. Such additional Participating Entities may or may not (1) be parties to the Nonfederal Participating Entities Cost-Share Agreement, or (2) participate in the Steering Committee.

8. ADDRESSES FOR COMMUNICATIONS:

a. All notices and communications under this MOU shall be addressed to the contacts set forth in Exhibit A. In the event Participating Entities are added to this MOU by the Steering Committee as described in Subparagraph 7(b), the Authorized Representatives shall update Exhibit A accordingly and distribute the updated Exhibit A to all of the Parties.

b. The Parties may change the addressee or address to which communications or copies are to be sent by giving notice of such change of addressee.

[signatures on the following pages]

9. SIGNATURES:

IN WITNESS WHEREOF, this MOU was executed by the Parties on the date first hereinabove written.

SALT RIVER VALLEY WATER USERS' ASSOCIATION

By: _____

Name: David C. Roberts

Title: Associate General Manager
Water Resources

APPROVED AS TO FORM

By: _____

Name: Patrick B. Sigl

Title: Supervising Attorney, Environment, Land & Water Rights

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

By: _____

Name: David C. Roberts

Title: Associate General Manager
Water Resources

APPROVED AS TO FORM

By: _____

Name: Patrick B. Sigl

Title: Supervising Attorney, Environment, Land & Water Rights

ARIZONA WATER COMPANY

By: _____
Name:
Title:

APPROVED AS TO FORM

By: _____
Name:
Title:

BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT

By: _____
Name:
Title:

APPROVED AS TO FORM

By: _____
Name:
Title:

CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT

By: _____
Name:
Title:

APPROVED AS TO FORM

By: _____
Name:
Title:

CITY OF APACHE JUNCTION

By: _____
Name:
Title:

APPROVED AS TO FORM

By: _____
Name:
Title:

CITY OF AVONDALE

By: _____
Name:
Title:

APPROVED AS TO FORM

By: _____
Name:
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CITY OF BUCKEYE

By: _____
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APPROVED AS TO FORM

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CITY OF CHANDLER

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APPROVED AS TO FORM

By: _____
Name:
Title:

TOWN OF GILBERT

By: _____
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APPROVED AS TO FORM

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CITY OF EL MIRAGE

By: _____
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APPROVED AS TO FORM

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Name:
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CITY OF GLENDALE

By: _____
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APPROVED AS TO FORM

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CITY OF GOODYEAR

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APPROVED AS TO FORM

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CITY OF MESA

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APPROVED AS TO FORM

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CITY OF PEORIA

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APPROVED AS TO FORM

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CITY OF PHOENIX

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APPROVED AS TO FORM

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CITY OF SCOTTSDALE

By: _____
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APPROVED AS TO FORM

By: _____
Name:
Title:

CITY OF SURPRISE

By: _____
Name:
Title:

APPROVED AS TO FORM

By: _____
Name:
Title:

CITY OF TEMPE

By: _____
Name:
Title:

APPROVED AS TO FORM

By: _____
Name:
Title:

EPCOR USA, INC.

By: _____
Name:
Title:

APPROVED AS TO FORM

By: _____
Name:
Title:

FORT MCDOWELL YAVAPAI NATION

By: _____
Name:
Title:

APPROVED AS TO FORM

By: _____
Name:
Title:

ROOSEVELT WATER CONSERVATION DISTRICT

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

TOWN OF QUEEN CREEK

By: _____
Name:
Title:

APPROVED AS TO FORM

By: _____
Name:
Title:

MEMORANDUM OF UNDERSTANDING

TO SUPPORT THE BARTLETT DAM MODIFICATION FEASIBILITY STUDY

AMONG VARIOUS PARTICIPATING ENTITIES,

SALT RIVER VALLEY WATER USERS' ASSOCIATION,

AND

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

Exhibit A

Contact List

Arizona Water Company	Buckeye Water Conservation and Drainage District
Central Arizona Groundwater Replenishment District	City of Apache Junction
City of Avondale	Town of Gilbert
City of Buckeye	City of Chandler
City of El Mirage	City of Glendale
City of Goodyear	City of Mesa
City of Peoria	City of Phoenix
City of Scottsdale	City of Surprise
City of Tempe	EPCOR USA, Inc.
Fort McDowell Yavapai Nation	Roosevelt Water Conservation District
Town of Queen Creek	

MEMORANDUM OF UNDERSTANDING

TO SUPPORT THE BARTLETT DAM MODIFICATION FEASIBILITY STUDY

AMONG VARIOUS PARTICIPATING ENTITIES,

SALT RIVER VALLEY WATER USERS' ASSOCIATION,

AND

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

Mailing Addresses

If to SRP:

Salt River Project
c/o Corporate Secretary
P.O. Box 52025
Phoenix, AZ 85072-2205

with a copy to:

Ronald J. Klawitter
Water System Projects Principal
Salt River Project
P.O. Box 52025
Phoenix, AZ 85072-2205

If to Arizona Water Company:

Arizona Water Company
c/o _____
_____
_____

with a copy to:

_____
_____
_____
_____

If to Buckeye Water Conservation and Drainage District:

Buckeye Water Conservation and Drainage District
c/o _____
_____
_____

with a copy to:

_____
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_____

If to Central Arizona Groundwater Replenishment District:

Central Arizona Groundwater Replenishment District
c/o _____
_____
_____

with a copy to:

_____
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If to City of Apache Junction:

City of Apache Junction
c/o _____
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with a copy to:

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If to City of Avondale:

City of Avondale
c/o _____
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with a copy to:

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If to City of Buckeye:

City of Buckeye
c/o _____
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with a copy to:

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_

If to City of Chandler:

City of Chandler
c/o _____
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with a copy to:

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If to Town of Gilbert:

Town of Gilbert
c/o _____
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with a copy to:

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If to City of El Mirage:

City of El Mirage
c/o _____
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with a copy to:

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If to City of Glendale:

City of Glendale
c/o _____
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with a copy to:

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If to City of Goodyear:

City of Goodyear
c/o _____
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with a copy to:

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If to City of Mesa:

City of Mesa
c/o _____
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with a copy to:

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If to City of Peoria:

City of Peoria
c/o _____
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with a copy to:

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If to City of Phoenix:

City of Phoenix
c/o _____
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with a copy to:

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If to City of Scottsdale:

City of Scottsdale
c/o _____
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with a copy to:

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If to City of Surprise:

City of Surprise
c/o _____
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with a copy to:

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_____
_____

If to City of Tempe:

City of Tempe
c/o _____
_____
_____

with a copy to:

_____
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_____

If to EPCOR USA, Inc.:

EPCOR USA, Inc
c/o _____
_____
_____

with a copy to:

_____
_____
_____
_____

If to FORT MCDOWELL YAVAPAI NATION:

FORT MCDOWELL YAVAPAI NATION
c/o _____
_____
_____

with a copy to:

_____
_____
_____
_____

If to ROOSEVELT WATER CONSERVATION DISTRICT:

ROOSEVELT WATER CONSERVATION DISTRICT
c/o _____
_____
_____

with a copy to:

_____
_____
_____
_____

If to TOWN OF QUEEN CREEK:

TOWN OF QUEEN CREEK
c/o _____
_____
_____

with a copy to:

_____
_____
_____
_____

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021
Submitting Department: Public Works
Staff Recommendations: None

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

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

Agenda Wording:
Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Amazon Project Baxter, generally located at N. Litchfield Road and W. Sweetwater Avenue; Resolution # 2021-108.

Motion:
I move to approve Resolution # 2021-108.

Background:
The Public Works Department conducted the final inspection of the public improvements for Amazon Project Baxter, generally located at N. Litchfield Road and W. Sweetwater Avenue on or about May 25, 2021 totaling 768 SY (approximately 523 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement and concrete.

Objective Analysis:
The improvements for this property provide access and conveyance to the property. This action will accept the required infrastructure.

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

Financial Impact:
Acceptance of streets infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is $356,799.00.

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

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res 2021-108 Accept Infra Amazon Project Baxter final
2. 02_Notice of Completion Letter
3. 03_Inspector Sign-Off Form
4. 04_Linear Foot Verification

RESOLUTION # 2021-108

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO-YEAR WARRANTY AT AMAZON PROJECT BAXTER, GENERALLY LOCATED AT N. LITCHFIELD ROAD AND W. SWEETWATER AVENUE.

WHEREAS, the Mayor and City Council of the City of Surprise approved an Amended Final Plat entitled "Surprise Pointe" on, April 24th, 2008;

WHEREAS, Surprise Holdings, LLC, a Delaware Liability Company, the developer of Surprise Pointe, dedicated to the City the street and public utility improvements, generally located at N. Litchfield Road and W. Sweetwater Avenue;

WHEREAS, the Mayor and City Council of the City of Surprise approved a Map of Dedication entitled "Project Baxter" on, October 6th, 2020;

WHEREAS, Turtle Phx, LLC, a Delaware Liability Company, the developer of Amazon Project Baxter, dedicated to the City sidewalk easements, generally located at N. Litchfield Road and W. Sweetwater Avenue;

WHEREAS, Turtle Phx, LLC, a Delaware Liability Company, the developer of Amazon Project Baxter, recently caused to be constructed two deceleration lanes along N. Litchfield Road for ingress and egress, as set forth on Exhibit A attached hereto;

WHEREAS, Turtle, Phx, LLC, now dedicates to the City, the additional concrete and paving improvements along N. Litchfield Road necessitated by Amazon Project Baxter;

WHEREAS, on or about May 25, 2021, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

APPROVED AND ADOPTED this _____day of _____, 2021.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

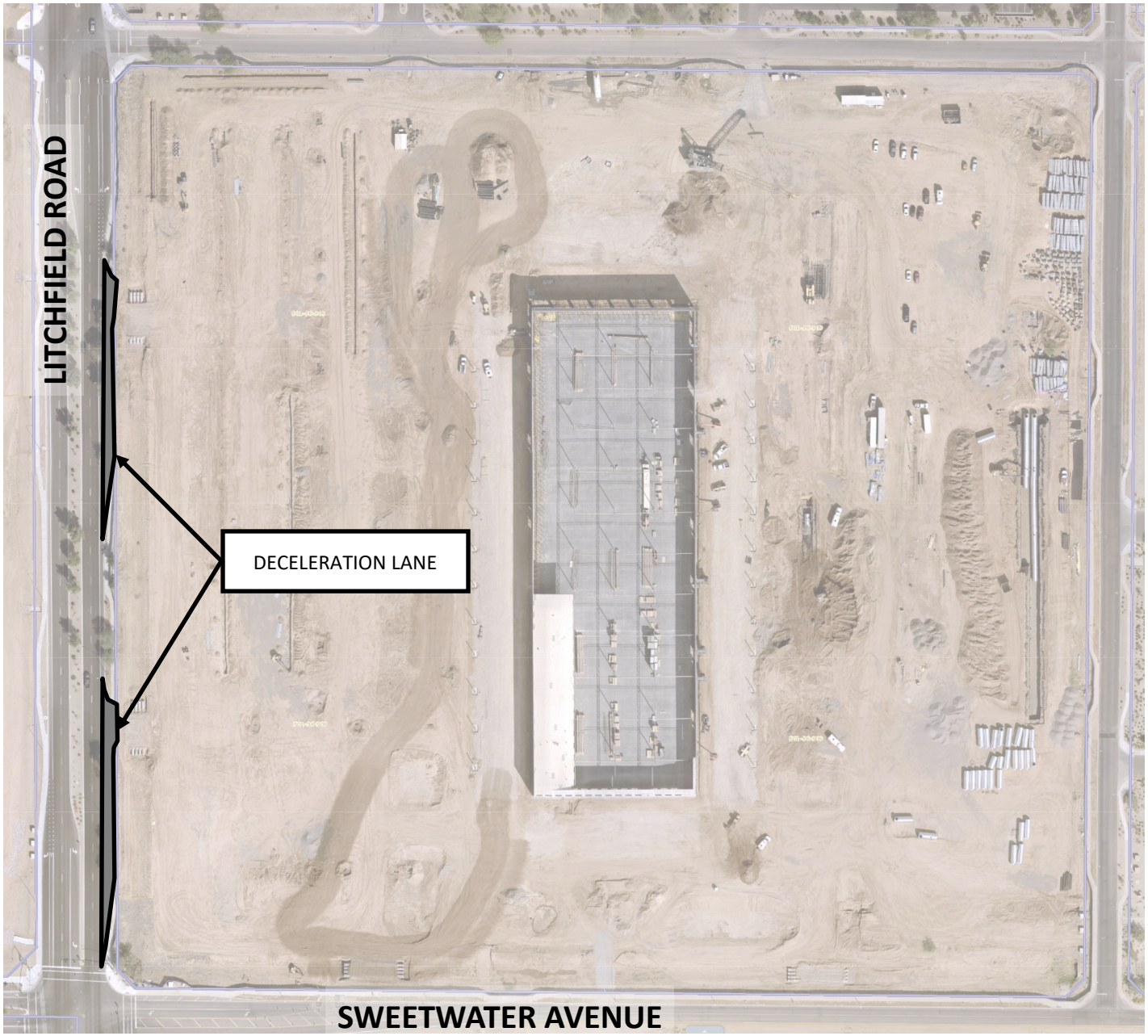
Approved as to form:

Robert Wingo, City Attorney

Exhibit A

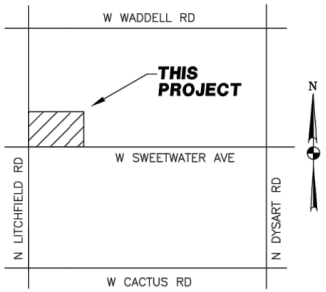
Map of Infrastructure

EXHIBIT A - AMAZON PROJECT BAXTER



INFRASTRUCTURE TO BE ACCEPTED:

ROADWAY



VICINITY MAP
N.T.S.

EXHIBIT B

List and Cost of Improvements

EXHIBIT B

SURPRISE
ARIZONA

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

Memorandum

To: City of Surprise City Council

From: Public Works – Engineering Services

Date: 7/17/2021

Re: Amazon Project Baxter

The public improvements for the above project have been completed and are tentatively scheduled for the August 17th, 2021 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Concrete - $297,598.00

City Paving - $59,201.00

Total: $356,799.00

SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

May 27, 2021

Layton Construction
2355 E. Camelback Rd., Suite 800
Phoenix, AZ 85016

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR PROJECT BAXTER – FS20-290

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

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

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

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

If you have any questions or concerns, you can reach me at 623-222-6153 or at kristin.tytler@surpriseaz.gov.

Sincerely,

Kristin Tytler
Assistant PW Director/City Engineer

cc: Nuning Lemka, PW Engineering Manager
David Mobley, PW Field Engineering Supervisor
Lynn Stone, PW Business Manager
Lee Lambert, Water Resource Management
Warren Bert, GIS
Mike Gent, Deputy City Manager/PW Director
John McFarland, PW Streets Manager
Jon Gake, Finance
Michael Boule, Water Resource Management

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 05/25/21 X Commercial ___ Commercial w/Offsite ___ Residential

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

2/17/21 Date of Punch-List Walk 4/22/21 Date Punch-List Completed

FS Number: FS20-290 **Permit Number(s):** E20P-0695,0696,0697,0698,0699,0700

Project Name: Project Baxter

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

Hunter Engineering 10450 North 74th Street, Suite 200 Scottsdale AZ 85258

MAG TIP Reporting:

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

MATERIALS:

Asphalt: Hanson Supplier ___ Total Lane Miles 308 Total Square Yards

Water:	6" DIP CL-350	Size/Type	100	Total LF		Size/Type		Total LF
	12" DIP CL-350	Size/Type	69	Total LF		Size/Type		Total LF
Sewer:		Size/Type		Total LF		Size/Type		Total LF
		Size/Type		Total LF		Size/Type		Total LF
Storm:	36" RGRCP	Size/Type	1200	Total LF	12" HDPE	Size/Type	2015	Total LF
	18" HDPE	Size/Type	1770	Total LF		Size/Type		Total LF
Fire Ln:	6" DIP CL350	Size/Type	103	Total LF		Size/Type		Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

APPROVAL:

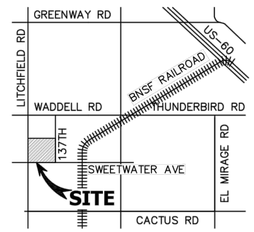
Civil Inspector: _____ **Date:** 5-25-21

Civil Engineering Supervisor: Kristen Fyffe **Date:** 05/25/2021

OFFSITE PAVING, SIGNAGE & STRIPING PLANS
FOR
LITCHFIELD ROAD PROJECT BAXTER
NEC N. LITCHFIELD RD AND W. SWEETWATER AVE
SURPRISE, AZ 85379

THAT PORTION OF THE NORTH HALF OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

FS20-290
Received 7-20-2020



GENERAL SIGNING AND PAVEMENT MARKING NOTES

1. ALL PAVEMENT MARKING, SIGNING AND CONSTRUCTION SHALL CONFORM TO THE LATEST EDITIONS OF THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) STANDARD DRAWINGS AND SPECIFICATIONS, ADOT SIGNING AND MARKING STANDARD DRAWINGS, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND CITY OF SURPRISE ENGINEERING DEVELOPMENT STANDARDS UNLESS OTHERWISE NOTED IN THE SPECIAL PROVISIONS OR THESE PLANS.
2. CITY SHALL FIELD INSPECT ALL SIGNS AND MARKINGS FOR FIELD ADJUSTMENT, PRIOR TO INSTALLATION AND FINAL ACCEPTANCE.
3. ALL MEASUREMENTS SHALL BE TAKEN FROM THE EDGE OF PAVEMENT.
4. ALL SIGNS THAT ARE REMOVED AND NOT REINSTALLED SHALL BE SALVAGED AND DELIVERED TO THE CITY MAINTENANCE YARD SHOP AT 13430 W. WESTGATE, SURPRISE, AZ.
5. THE CONTRACTOR SHALL FURNISH AND INSTALL STREET NAME SIGN BRACKETS AND HARDWARE.
6. THE SIGN LOCATIONS AND QUANTITIES FOR POST LENGTHS ARE APPROXIMATE. THE CONTRACTOR SHALL SPOT MARK THE SIGN LOCATIONS, VERIFY THE ACTUAL POST LENGTHS, AND CONTACT THE CITY TRAFFIC ENGINEER OR DESIGNEE FOR INSPECTION PRIOR TO INSTALLING SIGNS. NO FOUNDATIONS, POSTS, OR SIGN PANELS SHALL BE INSTALLED WITHOUT FINAL APPROVAL FROM THE CITY TRAFFIC ENGINEER OR DESIGNEE.
7. THE CONTRACTOR SHALL NOT OVERLAY THE SIGN PANELS.
8. THE SIGN LOCATIONS SHOWN ON THESE PLANS MAY BE MODIFIED AS DIRECTED BY THE CITY TRAFFIC ENGINEER OR DESIGNEE. ANY SIGNS INSTALLED BEFORE LAYOUT INSPECTION SHALL BE REMOVED AND REINSTALLED AT THE CONTRACTOR'S EXPENSE.
9. ALL EXISTING PAVEMENT MARKINGS WHICH CONFLICT WITH PROPOSED MARKINGS SHALL BE REMOVED BY WATERBLASTING, OR CITY APPROVED METHODS, PRIOR TO THE INSTALLATION OF NEW PAVEMENT MARKINGS. REMOVALS SHALL BE TO THE SATISFACTION OF THE CITY.
10. ANY DAMAGE TO THE PAVEMENT CAUSED BY PAVEMENT MARKING REMOVAL SHALL BE REPAIRED BY METHODS ACCEPTABLE TO CITY CIVIL INSPECTION PERSONNEL. WHEN ASPHALT SLURRY IS USED TO REPAIR DAMAGE TO THE PAVEMENT CAUSED BY PAVEMENT MARKING REMOVAL THE ASPHALT SLURRY SHALL BE PLACED PARALLEL TO THE NEW DIRECTION OF TRAVEL AND SHALL BE AT LEAST TWO (2) FEET IN WIDTH.
11. AT THE COMPLETION OF THE PAVEMENT SURFACE EACH DAY, THE CONTRACTOR SHALL STRIPE CENTER LINES, LANE LINES, AND STOP BARS WITH ONE APPLICATION OF TEMPORARY REFLECTORIZED TRAFFIC PAINT AT THE LOCATIONS OF FINAL STRIPING, PER CITY OF SURPRISE DETAIL 4–201. THIRTY (30) DAYS AFTER TEMPORARY STRIPING IS PLACED, THE CONTRACTOR SHALL INSTALL FINAL PAVEMENT MARKINGS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT AND INSTALLATION OF PAVEMENT MARKINGS ON THE FINAL SURFACE COURSE FOLLOWING CONTROL POINTS THAT HAVE BEEN SET. CONTROL POINTS SHALL BE NO MORE THAN FIFTY (50) FEET APART ALONG THE ALIGNMENT TO BE STRIPED.
13. THE CONTRACTOR SHALL CONTACT THE CITY TRAFFIC ENGINEER OR DESIGNEE FOR INSPECTION OF TEMPORARY STRIPING AND/OR CONTROL POINTS PRIOR TO APPLICATION OF FINAL MARKINGS. ANY FINAL PAVEMENT MARKING APPLIED BEFORE INSPECTION SHALL BE REMOVED AND REAPPLIED AT THE CONTRACTOR'S EXPENSE.
14. THE FINAL PAVEMENT MARKINGS SHOWN ON THESE PLANS MAY BE MODIFIED AS DIRECTED BY THE CITY TRAFFIC ENGINEER OR DESIGNEE.
15. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THE FINAL SURFACE COURSE IS PLACED SO THAT THE STRIPING IS OFFSET ONE (1) FOOT CLEAR OF THE CONSTRUCTION JOINT, UNLESS OTHERWISE DIRECTED BY THE CITY TRAFFIC ENGINEER OR DESIGNEE.
16. THE DIMENSIONS SHOWN TO PAVEMENT STRIPING ARE TO THE CENTER OF THE STRIPING OR IN THE CASE OF DOUBLE STRIPING THE CENTER OF THE DOUBLE STRIPE.
17. THE CONTRACTOR SHALL CLEAN THE ROADWAY SURFACE TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER OR DESIGNEE, BY SWEEPING AND AIR JET BLOWING, IMMEDIATELY PRIOR TO THE PLACEMENT OF ALL PAVEMENT MARKINGS. THE ROADWAY SURFACE SHALL BE DRY PRIOR TO APPLICATION.
18. ALL FINAL LANE MARKINGS AND CHEVRONS SHALL BE 60 MIL (0.060 INCH) THICK HOT–SPRAYED THERMOPLASTIC REFLECTORIZED STRIPING PLACED THIRTY (30) DAYS AFTER COMPLETION OF THE FINAL PAVEMENT SURFACE. ALL OTHER MARKINGS SHALL BE APPLIED AT THE SAME TIME.
19. ALL FINAL STOP BARS, CROSSWALK LINES, AND PAVEMENT ARROWS AND SYMBOLS SHALL BE WHITE 90 MIL (0.090 INCH) THICK ALKYD EXTRUDED THERMOPLASTIC REFLECTORIZED MARKINGS AND PLACED THIRTY(30) DAYS AFTER COMPLETION OF THE FINAL PAVEMENT SURFACE.
20. THE CONTRACTOR SHALL PRESERVE ALL ROADWAY PERMANENT SIGNING, OBJECT MARKERS AND DELINEATORS. THE CONTRACTOR SHALL REPLACE AT NO ADDITIONAL COST TO THE CITY, PERMANENT SIGNING, OBJECT MARKERS AND DELINEATORS DAMAGED DURING THE ROADWAY CONSTRUCTION ACTIVITIES.
21. THE PAVEMENT MARKING DRAWINGS MAY BE SCHEMATIC. THE CONTRACTOR SHALL FOLLOW DIMENSIONS SHOWN ON THE PLANS AND STANDARD DETAILS WHEN INSTALLING PAVEMENT MARKINGS THAT ARE NOT DRAWN TO SCALE.
22. ALL DIMENSIONS ARE IN FEET UNLESS NOTED OTHERWISE ON THE PLANS.
23. A DOUBLE–SIDED BLUE RAISED PAVEMENT MARKER SHALL BE INSTALLED AT EACH FIRE HYDRANT LOCATION PER MAG DETAIL 122.
24. RAISED PAVEMENT MARKERS (RPM'S) SHALL BE INSTALLED PER ADOT STD. DWG. M–19 WITH BITUMINOUS ADHESIVE WHICH IS ON THE ADOT APPROVED PRODUCTS LIST.
25. SIGNING AND STRIPING SHALL BE INSTALLED SIMULTANEOUSLY. STRIPING SHALL NOT BE PLACED IF ASSOCIATED SIGNING CANNOT BE INSTALLED.

CITY OF SURPRISE - GENERAL ENGINEER'S NOTES

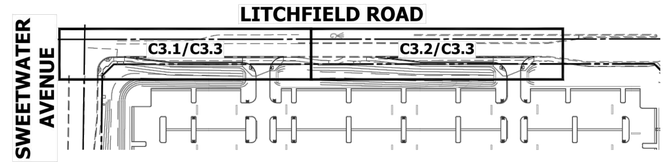
1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40–360.21–32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY–EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623–222–6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR 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 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 623–222–6000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF–PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

CITY OF SURPRISE - GENERAL GRADING NOTES

1. CONTRACTOR TO FOLLOW RECOMMENDATIONS LISTED IN THE PROJECT SPECIFIC GEOTECHNICAL REPORT. SHOULD ANY CONFLICTS ARISE BETWEEN THE SOILS INVESTIGATION REPORT AND THESE GRADING PLANS, THE CIVIL ENGINEER SHALL BE CONTACTED FOR CLARIFICATION.
2. THE ENGINEER MAKES NO REPRESENTATION OR GUARANTEE REGARDING EARTHWORK QUANTITIES OR THAT THE EARTHWORK FOR THIS PROJECT WILL BALANCE DUE TO UNFORESEEN FIELD CONDITIONS.
3. THE ENGINEER WILL PERFORM FIELD SURVEYS FOR PAD ELEVATION CERTIFICATIONS, UPON NOTIFICATION BY THE GRADING CONTRACTOR, THAT THE PADS ARE COMPLETE AND READY FOR CERTIFICATION. IT IS UNDERSTOOD THAT THE CERTIFICATION PROVIDES ONLY A REPRESENTATIVE ELEVATION OF THE AVERAGE GRADE OF EACH LOT, BUILDINGS, OR UNIT PAD, AND SHALL NOT BE CONSTRUED TO INCLUDE YARD AND STREET SUBGRADE CERTIFICATION OR CERTIFICATION THAT THE ENTIRE PAD IS LEVEL, THAT IT WAS CONSTRUCTED IN THE DESIGNED LOCATION OR WAS GRADED TO THE CROSS–SECTION SET FORTH ON THE PLANS OR AS DESIGNATED IN THE SOILS REPORT.
4. AN APPROVED GRADING AND DRAINAGE PLAN MUST BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THIS PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
5. ALL DRAINAGE FACILITIES SUCH AS SWALES, INTERCEPTOR DITCHES, PIPES, PROTECTIVE BERMS, BARRIER WALLS, CONCRETE CHANNELS, OR OTHER MEASURES DESIGNED TO PROTECT BUILDINGS FROM STORM RUNOFF MUST BE CONSTRUCTED PRIOR TO CONSTRUCTION OF ANY BUILDINGS.
6. A GRADING PERMIT IS REQUIRED. BEFORE A GRADING PERMIT IS ISSUED BY THE CITY OF SURPRISE ENGINEERING SERVICES, THE CONTRACTOR MUST FIRST OBTAIN A DUST CONTROL PERMIT FROM MARICOPA COUNTY ENVIRONMENTAL SERVICES–AIR QUALITY DIVISION.
7. HAUL PERMITS, WHEN REQUIRED, MUST BE OBTAINED PRIOR TO OR CONCURRENTLY WITH THE GRADING AND DRAINAGE PERMIT.
8. A SEPARATE PERMIT IS NECESSARY FOR ANY OFFSITE CONSTRUCTION.
9. CONTRACTOR SHALL PROVIDE LEVEL BOTTOM IN ALL RETENTION BASINS AT ELEVATIONS AS SHOWN ON THE PLANS. SIDE SLOPES IN ALL RETENTION BASINS SHALL NOT EXCEED 4:1 UNLESS NOTED OTHERWISE ON THE PLANS.
10. DRYWELLS, WHEN REQUIRED, MUST BE DRILLED A MINIMUM OF TEN (10) FEET INTO PERMEABLE POROUS STRATA OR PERCOLATION TESTS WILL BE REQUIRED. THE CIVIL INSPECTOR MUST BE PRESENT BEFORE BACKFILL OR WELL PIPES ARE PLACED WITHIN ANY DRYWELLS.
11. THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR REGISTERING THE DRYWELLS SHOWN ON THE PLAN WITH THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ).
12. THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR MAINTENANCE OF DRYWELLS SHOWN ON THE PLAN.
13. ACCESS BARRIERS/TRASH RACKS ARE REQUIRED ON THE EXPOSED ENDS OF ALL STORM DRAINS EIGHTEEN (18) INCHES IN DIAMETER AND GREATER. SEE DETAILS 5–06A, 5–06B, AND 5–06C. REFER TO MAG DETAILS 502–1 AND 502–2 FOR PIPES LESS THAN THIRTY (30) INCHES IN DIAMETER.
14. SOIL COMPACTION TEST RESULTS MUST BE SUBMITTED TO THE CITY OF SURPRISE ENGINEERING SERVICES FOR BUILDING PADS THAT HAVE ONE (1) FOOT OR MORE OF FILL MATERIAL
15. A PAD CERTIFICATION LETTER FOR EACH PHASE OR PARCEL MUST BE SUBMITTED TO THE CITY OF SURPRISE ENGINEERING SERVICES BY THE DEVELOPER STATING THAT EACH PAD HAS BEEN BUILT IN ACCORDANCE WITH THE SOILS INVESTIGATIVE REPORT AND CITY OF SURPRISE REQUIREMENTS
16. APPROVAL OF THESE PLANS SHALL NOT PREVENT THE CITY FROM REQUIRING THE CORRECTION OF ERRORS IN THE PLANS WHERE SUCH ERRORS ARE SUBSEQUENTLY FOUND TO BE IN VIOLATION OF ANY LAW OR ORDINANCE.
17. ALL CONSTRUCTION SITES WITH DISTURBED AREAS OF ONE (1) ACRE OR GREATER SHALL HAVE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND ALL ASSOCIATED DOCUMENTS (SEE ENGINEERING AND PERMITTING APPLICATION PACKET).

CAUTION REGARDING STORM DRAIN PIPES: CONTRACTOR IS RESPONSIBLE FOR PROTECTING THE PIPE FROM DAMAGE DURING THE CONSTRUCTION STAGE. THE COVER ON THE DRAINAGE PIPE IS DESIGNED FOR FINAL GRADE; THEREFORE, EXTRA CARE MUST BE EXERCISED DURING THE CONSTRUCTION PHASE TO MAINTAIN COVER OVER PIPES.

NOTE REGARDING CMU AND RETAINING WALLS: THE CITY OF SURPRISE REQUIRES ALL WALLS BE APPROVED BY THE COMMUNITY DEVELOPMENT DEPARTMENT (623–222–3000). BUILDING PERMITS AND INSPECTIONS ARE REQUIRED PER THE INTERNATIONAL BUILDING CODE.



INDEX MAP

NTS

SHEET INDEX

CIVIL SHEET

COVER SHEET. C3.0
PAVING PLAN AND PROFILE C3.1–C3.2
SIGNING AND STRIPING PLAN C3.3

EXISTING LEGEND

RIGHT OF WAY
PROPERTY LINE
CENTERLINE
EASEMENT LINE
WATER LINE — 8" ACP W
WATER LINE — 16" ACP W
SANITARY SEWER LINE — 6" VCP SS
SPOT ELEVATION — P1349.16
FIRE HYDRANT
WATER VALVE
IRRIGATION CONTROL VALVE
SANITARY SEWER MANHOLE
SANITARY SEWER CLEANOUT
SIGN
LIGHT POLE
ELECTRICAL RISER
ELECTRICAL CABINET — CAB

PROPOSED LEGEND

MONUMENT LINE
RIGHT OF WAY
PROPERTY LINE
EASEMENT
CONTOUR — 40
FLOW LINE
GRADE BREAK
STORM PIPE
FLOW ARROW
SPOT ELEVATION — 60.50G
STORM DRAIN MANHOLE
RIPRAP
CONCRETE
SECTION CALLOUT — C1

ABBREVIATIONS

APN	ASSESSOR PARCEL NUMBER	GR	GRATE	RCW	RECLAIMED WATER
BC	BACK OF CURB	HP	HIGH POINT	R/W	RIGHT OF WAY
BOT	BOTTOM	HW	HIGH WATER	SD	STORM DRAIN
C	CONCRETE	IE	INVERT ELEVATION	SF	SQUARE FEET
℄	CENTERLINE	IRR	IRRIGATION	SS	SANITARY SEWER
CF	CUBIC FEET	LF	LINEAR FEET	SW	SIDEWALK
CFS	CUBIC FEET PER SECOND	LP	LOW POINT	STA	STATION
CY	CUBIC YARD	MCR	MARICOPA COUNTY RECORDER	SY	SQUARE YARDS
DE	DRAINAGE EASEMENT	ML	MATCH LINE	TC	TOP OF CURB
DW	DRYWELL	ℳ	MONUMENT LINE	TEL	TELEPHONE
EA	EACH	MUTE	MULTI USE TRAIL EASEMENT	TF	TOP OF FOOTING
EL	ELEVATION	NTS	NOT TO SCALE	THR	TOP OF HANDRAIL
EP	EDGE OF PAVEMENT	OHE	OVERHEAD ELECTRIC	TS	TRAFFIC SIGNAL
ESMT	EASEMENT	P	PAVEMENT	UGFO	UNDERGROUND FIBER OPTIC
EG	EXISTING GRADE	PAE	PUBLIC ACCESS EASEMENT	UGE	UNDERGROUND ELECTRIC
EX	EXISTING	PDE	PUBLIC DRAINAGE EASEMENT	UGT	UNDERGROUND TELEPHONE
FC	FACE OF CURB	ℙ	PROPERTY LINE	UTS	UNDERGROUND TRAFFIC SIGNAL
FF	FINISH FLOOR	POB	POINT OF BEGINNING	VG	VALLEY GUTTER
FG	FINISH GRADE	POC	POINT OF COMMENCEMENT	VNAE	VEHICULAR NON–ACCESS EASEMENT
FL	FLOWLINE	PUE	PUBLIC UTILITY EASEMENT	VOL	VOLUME
FT/FT	FOOT PER FOOT	PUFE	PUBLIC UTILITY FACILITIES EASEMENT	VP	VOLUME PROVIDED
FM	FORCE MAIN	PVI	POINT OF VERTICAL INTERSECTION	VR	VOLUME REQUIRED
G	GUTTER	PVMT	PAVEMENT	W	WATER
GB	GRADE BREAK	PC	PAVEMENT/CONCRETE	WLE	WATER LINE EASEMENT

NO CONFLICT SIGNATURE BLOCK

I JACOB D. EARLEY, BEING THE PERSON RESPONSIBLE FOR DESIGNING THE FACILITIES NECESSARY TO SERVE THIS DEVELOPMENT, HEREBY CERTIFY THAT ALL OF THE UTILITY COMPANIES LISTED BELOW, HAVE REVIEWED THIS PROJECT PROPOSAL AND ALL CONFLICTS HAVE BEEN RESOLVED AT THIS POINT. 'NO CONFLICT' FORMS HAVE BEEN OBTAINED FROM EACH UTILITY COMPANY AND ARE INCLUDED IN THIS SUBMITTAL. I ALSO CERTIFY THAT ALL ONSITE TRANSFORMERS, CABLE BOXES AND ANY OTHER PUBLIC/PRIVATE APPURTENANCES ARE PLACED SUCH THAT THEY DO NOT NEGATIVELY IMPACT THE USE OR INTENDED USE OF ANY DEDICATED EASEMENTS OR FACILITIES DEVELOPED WITH THIS PROJECT INCLUDING BUT NOT LIMITED TO STORM WATER STORAGE BASINS, SIGHT DISTANCE EASEMENTS AND NAOS OR OTHER OPEN SPACE EASEMENTS.

SIGNATURE — DATE 07–07–20

UTILITY REVIEW

1. THESE PLANS HAVE BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES. WHERE THE WORK TO BE DONE CONFLICTS WITH ANY OF THESE UTILITIES, THE CONFLICTS SHALL BE RESOLVED AS SPECIFIED IN THE SPECIAL PROVISIONS AND/OR AS OTHERWISE NOTED ON THESE PLANS. CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORESEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.
2. THE CITY WILL NOT PARTICIPATE IN THE COST OF CONSTRUCTION OR UTILITY RELOCATION.

UTILITY	UTILITY COMPANY	NAME OF COMPANY REPRESENTATIVE	PHONE NUMBER	DATE SENT	DATE SIGNED
CATV, FIBER	COX COMMUNICATIONS	KIRSTEN VELDMAN	623–328–3425	05–04–20	05–14–20
COAX, FIBER	CENTURYLINK	CONFLICT LIAISON	480–768–4294	05–04–20	05–11–20
ELECTRIC	APS	RICHARD HAMMITT	623–975–5757	05–04–20	05–05–20
GAS	SOUTHWEST GAS	NORA GALLEGOS	602–484–5649	05–04–20	06–16–20
WATER, SEWER	EPCOR WATER	JOSH VIG	623–445–2495	05–04–20	05–05–20

OWNER/DEVELOPER

BH DEVCO, LLC
7878 N. 16TH STREET, SUITE 130–17
PHOENIX, AZ 85020
PHONE: (602) 612–3838
CONTACT: TRACY HAMMER
EMAIL: THAMMER@BHDEVCO.COM

ARCHITECT

WARE MALCOMB
1919 MCKINNEY AVENUE, SUITE 100
DALLAS, TEXAS 75201
PHONE: (281) 661–4788
CONTACT: CHRIS MAVROS

CIVIL ENGINEER

HUNTER ENGINEERING, INC.
10450 N. 74TH STREET, SUITE #200
SCOTTSDALE, ARIZONA 85258
PHONE: (480) (480) 991–3985
CONTACT: JACOB D. EARLEY
EMAIL: JEARLEY@HUNTERENGINEERINGPC.COM

PUBLIC QUANTITIES

AC PAVEMENT	390 SY
CONCRETE SIDEWALK	5227 SF
CURB AND GUTTER	523 LF
CURB RAMPS	4 EA
CONCRETE PAVEMENT	378 SY
SAWCUT & REMOVE AC PAVEMENT	151 SY
VALLEY GUTTER	700 LF

BENCHMARK

SOUTHEAST CORNER OF THE HEADWALL AT THE NORTHWEST CORNER OF LITCHFIELD ROAD AND WADDELL ROAD.
ELEVATION=1160.52 (CITY OF SURPRISE DATUM).

FLOOD PLAIN DESIGNATION

THE CURRENT FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THIS AREA, MAP NUMBER 04013C 1680L (EFFECTIVE REVISED DATE OCTOBER 16, 2013), DESIGNATES THE PROPERTY WITHIN FLOOD HAZARD ZONE X

ZONE: X IS 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.

BASIS OF BEARING

BASIS OF BEARING FOR THIS SURVEY IS A BEARING OF NORTH 00°02'26" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE PLAT OF AMENDED FINAL PLAT OF SURPRISE POINTE, RECORDED IN BOOK 984, PAGE 20, MARICOPA COUNTY RECORDS, ARIZONA.

AB ONLY

AS-BUILT CERTIFICATION

I CERTIFY THAT THE "AS–BUILT" INFORMATION SHOWN HEREON WAS OBTAINED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

APPROVED JERRY D. HEATH JR. — 4/16/21
ENGINEER OF RECORD — DATE

45835
REGISTRATION NUMBER

APPROVALS

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

APPROVED — 07/30/2020
CITY OF SURPRISE ENGINEER — DATE

CITY OF SURPRISE - PAVING NOTES

1. THE ACTUAL POINT OF PAVEMENT MATCHING AND/OR TERMINATION, SHALL BE DETERMINED IN THE FIELD BY A CITY OF SURPRISE FIELD INSPECTOR.
2. ALL FRAMES, COVERS, VALVE BOXES, AND MANHOLE COVERS SHALL BE ADJUSTED TO FINISH GRADE AFTER COMPLETION OF PAVING OR RELATED CONSTRUCTION.
3. CONSTRUCTION OF SURFACE IMPROVEMENTS SHALL NOT BEGIN UNTIL CONFLICTING UNDERGROUND UTILITY CONSTRUCTION IS COMPLETED AND SERVICE CONNECTIONS TO ALL PLATTED LOTS HAVE BEEN ADEQUATELY EXTENDED TO THE RIGHT–OF–WAY OR PUBLIC UTILITY EASEMENT.
4. THE PERMITTEE SHALL ARRANGE FOR THE RELOCATION COSTS OF ALL UTILITIES, INCLUDING ANY STREET LIGHTS, AND SUBMIT A UTILITY RELOCATION SCHEDULE PRIOR TO THE ISSUANCE OF A CONSTRUCTION PERMIT.
5. TREES AND SHRUBBERY IN THE RIGHT–OF–WAY THAT CONFLICT WITH PROPOSED IMPROVEMENTS SHALL NOT BE REMOVED WITHOUT APPROVAL FROM THE CITY. THE PERMITTEE SHALL BE RESPONSIBLE FOR OBTAINING AUTHORIZATION FROM CITY OF SURPRISE COMMUNITY DEVELOPMENT AT 623–222–3000 TO REMOVE AND/OR RELOCATE SAID TREES AND SHRUBBERY.
6. DAMAGED AND/OR DISPLACED CONCRETE CURB, GUTTER, SIDEWALK OR DRIVEWAY SLAB THAT IS WITHIN THE RIGHT–OF–WAY SHALL BE REPAIRED OR REPLACED BEFORE FINAL ACCEPTANCE OF THE WORK.
7. GRADING BETWEEN BACK OF CURB AND PROPERTY LINE SHALL BE LIMITED TO 4:1 SLOPE. PROTECT SLOPES FROM EROSION AND/OR TRANSPORTING SILT ONTO STREETS OR ADJACENT PRIVATE PROPERTY.
8. ALL FIRE HYDRANTS SHALL HAVE A TWO–WAY BLUE REFLECTOR INSTALLED PER MAG STANDARD DETAIL 122.
9. STREET SIGNS SHALL BE FURNISHED AND INSTALLED BY THE DEVELOPER AT THE LOCATIONS SHOWN ON THE SIGNAGE, STRIPING, OR PAVING PLAN. ALL STREET SIGNS SHALL BE INSTALLED PER CITY OF SURPRISE STREET SIGN AND STREET SIGN BASE DETAIL 4–22.
10. ASPHALT MIX DESIGN SHALL BE SUBMITTED TO THE CITY OF SURPRISE ENGINEERING DEVELOPMENT SERVICES DIVISION PRIOR TO THE PLACEMENT OF ANY ASPHALT.

AB DENOTES AS-BUILT

NO.	DATE	REVISION	BY

PURPOSE: 4TH CITY SUBMITTAL

DESIGN BY: JE
DRAWN BY: MH
CHECKED BY: JE

HUNTER ENGINEERING — CIVIL AND SURVEY
10450 NORTH 74TH STREET, SUITE 200, SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

Registered Professional Engineer — CERTIFICATE NO. 41924 — JACOB D. EARLEY — Date Signed 4/16/21 — ARIZONA U.S.A.

COVER SHEET FOR PROJECT BAXTER
NEC N. LITCHFIELD RD AND W. SWEETWATER AVE
SURPRISE, ARIZONA 85379

CONTACT ARIZONA 811 AT LEAST 2 FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION
AR ZONA811 — CALL 811 OR CLICK ARIZONA811.COM

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME: PROJECT BAXTER

HE NO.: BDHE001
SCALE: NTS

SHEET: C3.0

FS20-290

S:\BDHE001\DRAS\BUILT\BDHE001SHEET C3.0.dwg, 4/16/2021 10:19:17 AM, jmeth

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021
Submitting Department: Public Works
Staff Recommendations: None

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

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

Agenda Wording:
Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Desert Oasis Phase 1 – Parcel L4A, generally located at W. Bajada Road and N. 177th Lane. Resolution # 2021-110.

Motion:
I move to approve Resolution # 2021-110.

Background:
The Public Works Department conducted the final inspection of the public improvements for Desert Oasis Phase 1 – Parcel L4A, generally located at W. Bajada Road and N. 177th Lane on or about July 8th, 2021 totaling 13,664 SY (approximately 4,392 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, storm drain, water and wastewater lines.

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

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

Financial Impact:
Acceptance of streets, sewer, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is $1,311,702.05.

Budget Impact:

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

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res 2021-110 Accept Infra Desert Oasis Ph1-Parcel L4A
2. 02_Notice of Completion Letter
3. 03_Inspector Sign-off Form
4. 04_Linear Foot Verification

RESOLUTION # 2021-110

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO-YEAR WARRANTY AT DESERT OASIS PHASE 1 – PARCEL L4A, GENERALLY LOCATED AT W. BAJADA ROAD AND N. 177TH LANE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Desert Oasis Phase 1 – Parcel L-4A" on, January 28th, 2020;

WHEREAS, Richmond American Homes of Arizona Inc., a Delaware Corporation, the developer of Desert Oasis Phase 1 – Parcel L4A, dedicated to the City the street and public utility improvements, generally located at W. Bajada Road and N. 177th Lane;

WHEREAS, on or about July 8, 2021, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____day of _____, 2021.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

EXHIBIT A

DESERT OASIS PHASE 1 - PARCEL L4A

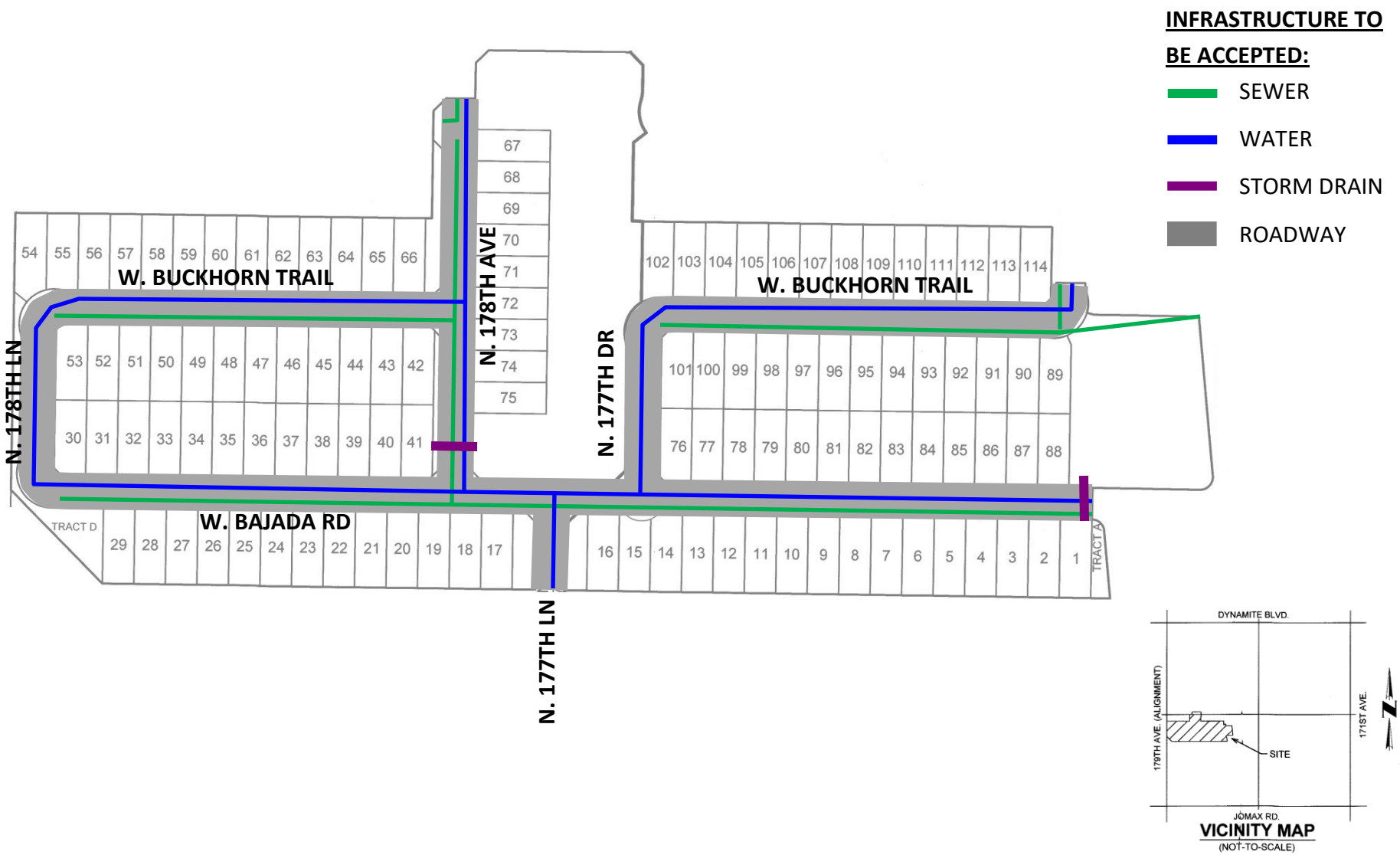


EXHIBIT B

List and Cost of Improvements

EXHIBIT B

SURPRISE
ARIZONA

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

Memorandum

To: City of Surprise City Council

From: Public Works – Engineering Services

Date: 07/23/2021

Re: Desert Oasis – Phase 1 Parcel L4A

The public improvements for the above project have been completed and are tentatively scheduled for the August 17, 2021 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Paving	$ 330,940.80
City Concrete	$ 395,059.25
City Sewer	$ 270,460.00
City Water	$ 305,370.00
City Drainage	$ 9,872.00
Total	**$1,311,702.05**

SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

July 13, 2021

Richmond American Homes
16427 N Scottsdale Rd., Ste. 175
Scottsdale, AZ 85254

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR DESERT OASIS PHASE 1 PARCEL L4A – FS18-563

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

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

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

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

If you have any questions or concerns, you can reach me at 623-222-6153 or at kristin.tytler@surpriseaz.gov.

Sincerely,

Kristin Tytler, P.E.
Assistant PW Director/City Engineer

cc: Nuning Lemka, PW Engineering Manager
David Mobley, PW Field Engineering Supervisor
Lynn Stone, PW Business Manage
Lee Lambert. Water Resource Management
Warren Bert, GIS
Amanda Correia, Finance
Mike Gent, Deputy City Manager/PW Director
John McFarland, PW Streets Manager
Jon Gake, Finance
Michael Boule, Water Resource Management
William Valdez, PW Civil Inspector

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 7/8/2021 ____ Commercial ____ Commercial w/Offsite XX Residential

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

2/16/2021 Date of Punch-List Walk 6/17/2021 Date Punch-List Completed

FS Number: FS18-563 **Permit Number(s):** E19P-0274,E19P-0275,E19P-0276,E19P-0278,E19P-0279,E19P-0282

Project Name: Desert Oasis Phase 1 L-4A

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

Otago Development Inc.,1048 North 44th Street, Suite 207, Phoenix, Arizona 85008 480-820-8593

Sheet 1 of 2

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Bajada Rd	Local	178th Ln	Sta 26+87.90	2	1/4	
Buckhorn Trl	Local	178th Ln	178th Ave	2	1/4	
Buckhorn Trl	Local	177th Dr	176th Dr	2	1/4	
178th Ln	Local	Bajada Rd	Buckhorn Trl	2	1/4	
178th Ave	Local	Bajada Rd	Sta 16+30.00	2	1/4	

MATERIALS:

Asphalt: DCS / Paveco Supplier 3.5 Total Lane Miles 11,787 Total Square Yards

Water:	8" C-900	Size/Type	4413	Total Linear Feet	____	Size/Type	____ Total Linear Feet
	6" DIP	Size/Type	96	Total Linear Feet	____	Size/Type	____ Total Linear Feet
Sewer:	8" PVC	Size/Type	3,862	Total Linear Feet	____	Size/Type	____ Total Linear Feet
	4" PVC	Size/Type	3,420	Total Linear Feet	____	Size/Type	____ Total Linear Feet
Storm:	18" RGRCP	Size/Type	60	Total Linear Feet	____	Size/Type	____ Total Linear Feet
	24" RGRCP	Size/Type	72	Total Linear Feet	____	Size/Type	____ Total Linear Feet
Fire Ln:	N/A	Size/Type	____	Total Linear Feet	____	Size/Type	____ Total Linear Feet

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

XX Copy of Punch List
N/A Final Certification Letter from Engineer of Record
XX Complete Geotechnical Testing Packet
XX Sewer Pressure Testing Results
XX Sewer Manhole Vacuum Testing Certification
XX Sewer Manhole Insecticide Certification
XX Sewer Videos with Operators Notes (inc. re-videos)
____ Other ____ (Specify)

XX AOC
XX Asphalt Concrete Ticket w/ Name of Contractor
N/A Streetlight Energize Letter
XX As built Documents (PDF copy on CD)
XX As Built Documents in PDF format (copy on CD)
N/A Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: William Valdez **Date:** 7/8/2021

Civil Engineering Supervisor: Kristen Fyffe **Date:** 7/8/2021

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 7/8/2021 ___ Commercial ___ Commercial w/Offsite XX Residential

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

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

FS Number: FS18-563 **Permit Number(s):** See Sheet 1

Project Name: See Sheet 1

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

See Sheet 1

Sheet 2 of 2

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
177th Ln	Local	Bajada Rd	Sta 10+00.00	2	1/4	
177th Dr	Local	Bajada Rd	Buckhorn Trl	2	1/4	

MATERIALS:

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

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

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

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

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

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

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

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

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

___ Copy of Punch List

___ Final Certification Letter from Engineer of Record

___ Complete Geotechnical Testing Packet

___ Sewer Pressure Testing Results

___ Sewer Manhole Vacuum Testing Certification

___ Sewer Manhole Insecticide Certification

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

___ AOC

___ Asphalt Concrete Ticket w/ Name of Contractor

___ Streetlight Energize Letter

___ As built Documents (PDF copy on CD)

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

___ Updated asbuilt CAD base files (copy on CD)

___ Other ___ (Specify)

APPROVAL:

Civil Inspector: William Valdez **Date:** 7/8/2021

Civil Engineering Supervisor: Kristen Fyffe **Date:** 7/8/2021

	Private/Public	Classification	Roadway	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	Widt (paveme (ft)
e 1 Parcel L4A	Public	Local	W. Bajada Road	1665.0	0.32	0.25	0.63	28.0
e 1 Parcel L4A	Public	Local	W. Buckhorn Trail	670.0	0.13	0.25	0.25	28.0
e 1 Parcel L4A	Public	Local	W. Buckhorn Trail	675.0	0.13	0.25	0.26	28.0
e 1 Parcel L4A	Public	Local	N. 178th Lane	315.0	0.06	0.25	0.12	28.0
e 1 Parcel L4A	Public	Local	N. 178th Avenue	625.0	0.12	0.25	0.24	28.0
e 1 Parcel L4A	Public	Local	N. 177th Avenue	142.0	0.03	0.25	0.05	28.0
e 1 Parcel L4A	Public	Local	N. 177th Drive	300.0	0.06	0.25	0.11	28.0
			Total	4392.0				

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021
Submitting Department: Public Works
Staff Recommendations: None

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

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

Agenda Wording:
Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Desert Oasis Phase 1 – Parcel L-4B, generally located at N. 176th Avenue and W. Pinnacle Vista Drive; Resolution # 2021-113.

Motion:
I move to approve Resolution # 2021-113.

Background:
The Public Works Department conducted the final inspection of the public improvements for Desert Oasis Phase 1 – Parcel L-4B, generally located at N. 176th Avenue and W. Pinnacle Vista Drive on or about July 13, 2021 totaling 12,989 SY (approximately 4,175 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, storm drain, water and wastewater lines.

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

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

Financial Impact:
Acceptance of streets, sewer, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is $1,367,686.35.

Budget Impact:

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

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res2021-113_Desert Oasis Ph1-Parcel L4B
2. 02_Notice of Completion Letter
3. 03_Inspector Sign-Off Form
4. 04_Linear Foot Verification

RESOLUTION # 2021-113

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT DESERT OASIS PHASE 1 – PARCEL L4B, GENERALLY LOCATED AT N. 176TH AVENUE AND W. PINNACLE VISTA DRIVE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Desert Oasis Phase 1 – Parcel L-4B" on June 4th, 2019;

WHEREAS, Metro Oasis, LLLP, an Arizona Limited Liability Limited Partnership, the developer of Desert Oasis Phase 1 – Parcel L4B, dedicated to the City the street and public utility improvements, generally located at N. 176th Avenue and W. Pinnacle Vista Drive;

WHEREAS, on or about July 13, 2021, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____day of _____, 2021.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

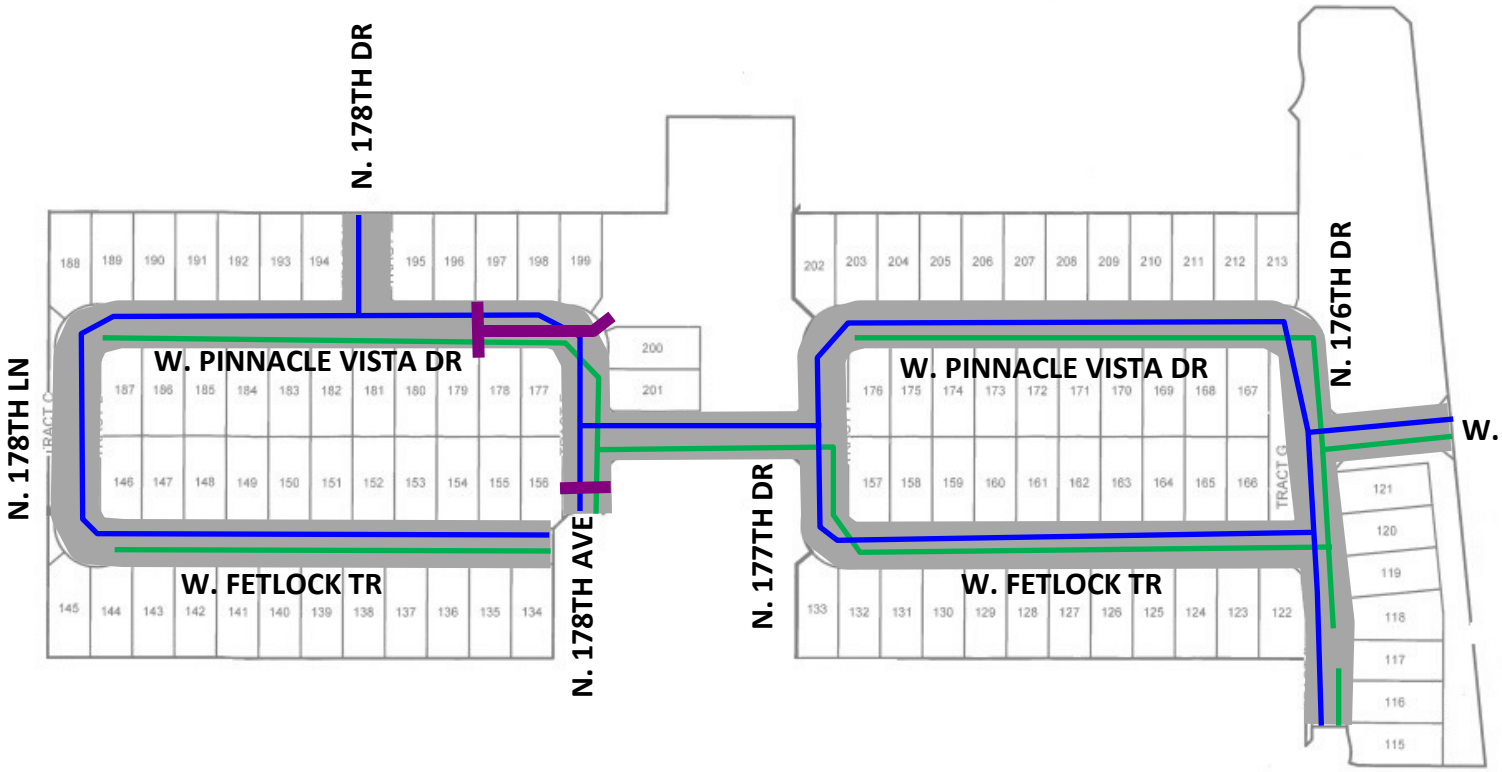
Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

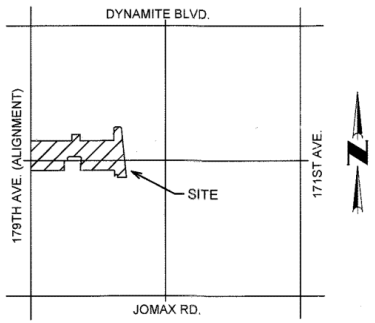
EXHIBIT A

DESERT OASIS PHASE 1 - PARCEL L4B



INFRASTRUCTURE TO BE ACCEPTED:

- SEWER
- WATER
- STORM DRAIN
- ROADWAY



VICINITY MAP
(NOT-TO-SCALE)

EXHIBIT B

List and Cost of Improvements

EXHIBIT B

SURPRISE
ARIZONA

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

Memorandum

To: City of Surprise City Council

From: Public Works – Engineering Services

Date: 07/23/2021

Re: Desert Oasis – Phase 1 Parcel L4B

The public improvements for the above project have been completed and are tentatively scheduled for the August 17, 2021 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Paving	$ 343,307.40
City Concrete	$ 406,478.95
City Sewer	$ 266,470.00
City Water	$ 317,430.00
City Drainage	$ 34,000.00
Total	**$1,367,686.35**

SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

July 23, 2021

Meritage Homes
8800 E. Raintree Drive, Suite 300
Scottsdale, AZ 85260

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR DESERT OASIS PHASE 1 PARCEL L4B

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

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

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

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

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

Sincerely,

Kristin Tytler, P.E.
City Engineer/Assistant Public Works Director

cc: Nuning Lemka, PW Engineering Manager
David Mobley, PW Field Engineering Supervisor
Lynn Stone, PW Business Manager
Lee Lambert, Water Resource Management
Warren Bert, GIS
Amanda Correia, Finance
Mike Gent, Deputy City Manager/PWPublic Works Director
John McFarland, PW Streets Manager
Jon Gake, Finance
Michael Boule, Water Resource Management

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 7/13/2021 ____ Commercial ____ Commercial w/Offsite XX Residential

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

3/18/2021 Date of Punch-List Walk 7/1/2021 Date Punch-List Completed

FS Number: FS18-565 **Permit Number(s):** E19P-0285,E19P-0286,E19P-0287,E19P-0289,E19P-0291,E19P-0294

Project Name: Desert Oasis Phase 1, L-4B

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

Otago Development Inc, 1048 North 44th Street, Suite 207, Phoenix, Arizona 85008 480-820-8593

Sheet 1 of 2

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Pinnacle Vista Dr	Local	176th Ave	176th Dr	2	1/4	
Pinnacle Vista Dr	Local	176th Dr	177th Dr	2	1/4	
Pinnacle Vista Dr	Local	177th Dr	178th Ave	2	1/4	
Pinnacle Vista Dr	Local	178th Ave	178th Ln	2	1/4	
Fetlock Trl	Local	176th Dr	177th Dr	2	1/4	

MATERIALS:

Asphalt: DCS / Paveco Supplier 5.5 Total Lane Miles 12,100 Total Square Yards

Water:	8" C-900	Size/Type	4,545	Total Linear Feet	____	Size/Type	____ Total Linear Feet
	6" DIP	Size/Type	108	Total Linear Feet	____	Size/Type	____ Total Linear Feet
Sewer:	8" PVC	Size/Type	3,841	Total Linear Feet	____	Size/Type	____ Total Linear Feet
	4" PVC	Size/Type	2,970	Total Linear Feet	____	Size/Type	____ Total Linear Feet
Storm:	18"RGRCP	Size/Type	30	Total Linear Feet	24"RGRCP	Size/Type	170 Total Linear Feet
	30"RGRCP	Size/Type	64	Total Linear Feet	36"RGRCP	Size/Type	135 Total Linear Feet
Fire Ln:	N/A	Size/Type	____	Total Linear Feet	____	Size/Type	____ Total Linear Feet

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

APPROVAL:

Civil Inspector: William Valdez **Date:** 7/13/2021

Civil Engineering Supervisor: Kristin Fyffe **Date:** 7/13/2021

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 7/13/2021 ____ Commercial ____ Commercial w/Offsite XX Residential

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

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

FS Number: FS18-565 **Permit Number(s):** See Sheet 1

Project Name: See Sheet 1

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

See Sheet 1

Sheet 2 of 3

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Fetlock Trl	Local	178th Ave	178th Ln	2	1/4	
176th Dr	Local	Pinnacle Vista Dr	Sta 10+59.78	2	1/4	
177th Dr	Local	Pinnacle Vista Dr	Fetlock Trl	2	1/4	
178th Ave	Local	Pinnacle Vista Dr	Fetlock Trl	2	1/4	
178th Dr	Local	Sta 11+48.00	Pinnacle Vista Dr	2	1/4	

MATERIALS:

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

Water:	_____ Size/Type	_____ Total Linear Feet		_____ Size/Type	_____ Total Linear Feet		
	_____ Size/Type	_____ Total Linear Feet		_____ Size/Type	_____ Total Linear Feet		
Sewer:	_____ Size/Type	_____ Total Linear Feet		_____ Size/Type	_____ Total Linear Feet		
	_____ Size/Type	_____ Total Linear Feet		_____ Size/Type	_____ Total Linear Feet		
Storm:	_____ Size/Type	_____ Total Linear Feet		_____ Size/Type	_____ Total Linear Feet		
	_____ Size/Type	_____ Total Linear Feet		_____ Size/Type	_____ Total Linear Feet		
Fire Ln:	_____ Size/Type	_____ Total Linear Feet		_____ Size/Type	_____ Total Linear Feet		

Additional Comments:

_____

SUPPORTING DOCUMENTATION REQUIRED:

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

APPROVAL:

Civil Inspector: William Valdez _____ **Date:** 7/13/2021

Civil Engineering Supervisor: _____ **Date:** _____

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 7/13/2021 ____ Commercial ____ Commercial w/Offsite XX Residential

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

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

FS Number: FS18-565 **Permit Number(s):** See Sheet 1

Project Name: See Sheet 1

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

See Sheet 1

Sheet 3 of 3

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
178th Ln	Local	Pinnacle Vista Dr	Fetlock Trl	2	1/4	

MATERIALS:

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

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

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

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

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

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

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

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

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

____ Copy of Punch List

____ Final Certification Letter from Engineer of Record

____ Complete Geotechnical Testing Packet

____ Sewer Pressure Testing Results

____ Sewer Manhole Vacuum Testing Certification

____ Sewer Manhole Insecticide Certification

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

____ AOC

____ Asphalt Concrete Ticket w/ Name of Contractor

____ Streetlight Energize Letter

____ As built Documents (PDF copy on CD)

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

____ Updated asbuilt CAD base files (copy on CD)

____ Other ____ (Specify)

APPROVAL:

Civil Inspector: William Valdez **Date:** 7/13/2021

Civil Engineering Supervisor: ____ **Date:** ____

	Private/Public	Classification	Roadway	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	Widt (paveme (ft)
se 1 Parcel L4B	Public	Local	W. Fetlock Trail	645.0	0.12	0.25	0.24	28.0
se 1 Parcel L4B	Public	Local	W. Fetlock Trail	610.0	0.12	0.25	0.23	28.0
se 1 Parcel L4B	Public	Local	W. Pinnacle Vista Drive	645.0	0.12	0.25	0.24	28.0
se 1 Parcel L4B	Public	Local	W. Pinnacle Vista Drive	305.0	0.06	0.25	0.12	28.0
se 1 Parcel L4B	Public	Local	W. Pinnacle Vista Drive	610.0	0.12	0.25	0.23	28.0
se 1 Parcel L4B	Public	Local	N. 178th Lane	275.0	0.05	0.25	0.10	28.0
se 1 Parcel L4B	Public	Local	N. 178th Drive	150.0	0.03	0.25	0.06	28.0
se 1 Parcel L4B	Public	Local	N. 178th Avenue	220.0	0.04	0.25	0.08	28.0
se 1 Parcel L4B	Public	Local	N. 177th Drive	275.0	0.05	0.25	0.10	28.0
se 1 Parcel L4B	Public	Local	N. 176th Drive	440.0	0.08	0.25	0.17	28.0
			Total	4175.0				

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021
Submitting Department: Public Works
Staff Recommendations: None

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

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

Agenda Wording:
Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Escalante Parcel 5, generally located at W. Asante Boulevard and W. Sand Hills Road; Resolution # 2021-112.

Motion:
I move to approve Resolution # 2021-112.

Background:
The Public Works Department conducted the final inspection of the public improvements for Escalante Parcel 5, generally located at W. Asante Boulevard and W. Sand Hills Road, on or about June 29th, 2021 totaling 18,636 SY (approximately 5,990 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, storm drain, water and wastewater lines.

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

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

Financial Impact:
Acceptance of streets, sewer, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is $2,003,836.00.

Budget Impact:

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

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res 2021-112 Accept Infra Escalante Parcel 5
2. 02_Notic of Completion Letter
3. 03_Inspector Sign-Off Form
4. 04_Linear Foot Verification

RESOLUTION # 2021-112

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT FULTON HOMES ESCALANTE – PARCEL 5, GENERALLY LOCATED AT W. ASANTE BOULEVARD AND W. SAND HILLS ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Fulton Homes Escalante – Parcel 5" on, October 15, 2019;

WHEREAS, Fulton Homes Corporation, an Arizona Corporation, the developer of Escalante Parcel 5, dedicated to the City the street and public utility improvements, generally located at W. Asante Boulevard and W. Sand Hills Road;

WHEREAS, on or about June 29th, 2021, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____day of _____, 2021.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

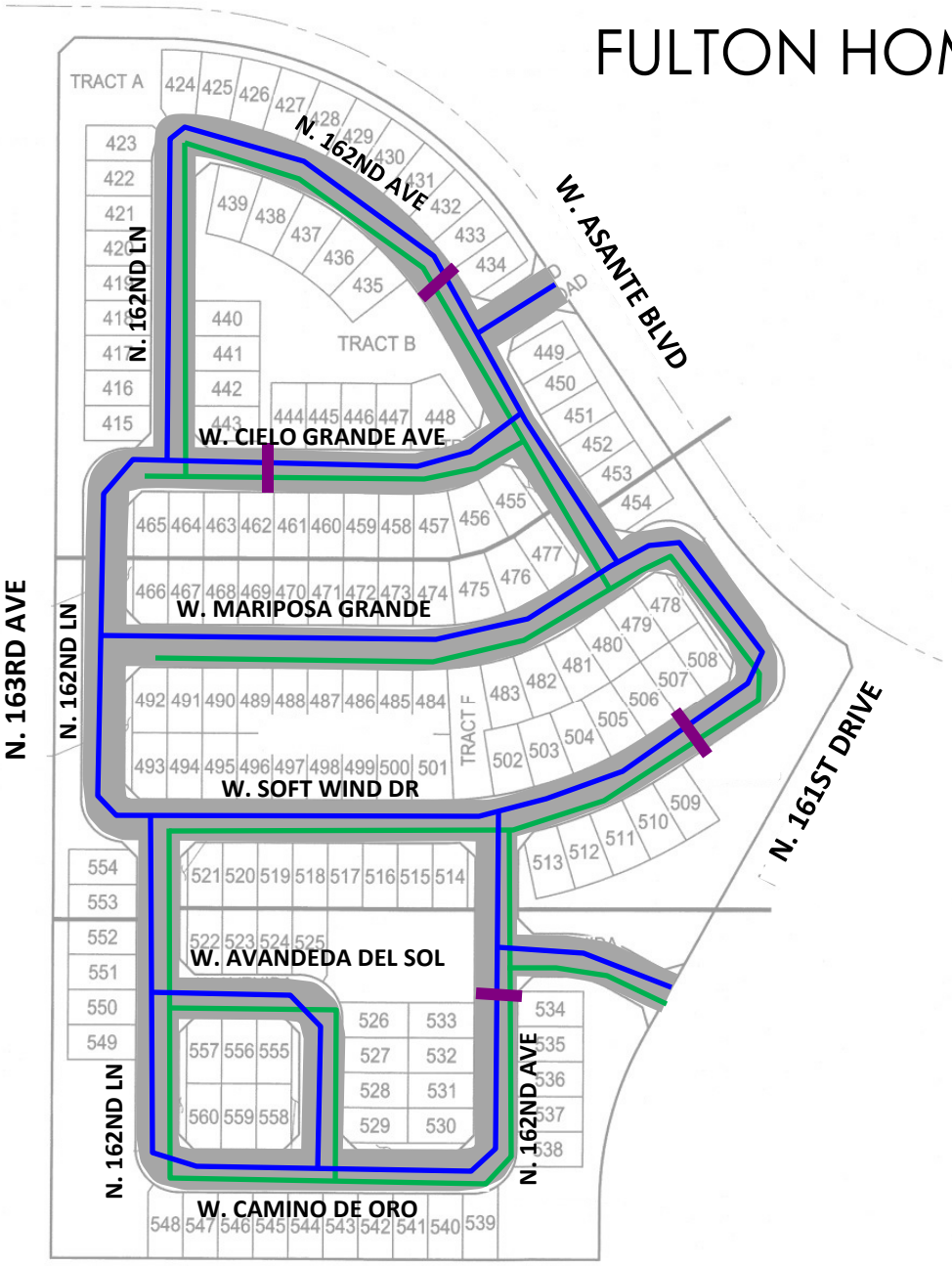
Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

EXHIBIT A

FULTON HOMES ESCALANTE - PARCEL 5



INFRASTRUCTURE TO BE ACCEPTED:

- SEWER
- WATER
- STORM DRAIN
- ROADWAY

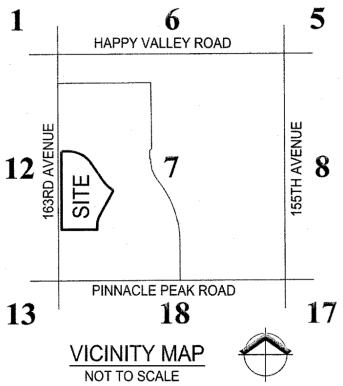


EXHIBIT B

List and Cost of Improvements

EXHIBIT B

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

Memorandum

To: City of Surprise City Council

From: Public Works – Engineering Services

Date: 07/22/2021

Re: Escalante Parcel 5

The public improvements for the above project have been completed and are tentatively scheduled for the August 17, 2021 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Water	$346,700.00
City Sewer	$393,190.00
City Concrete	$770,875.00
City Paving	$453,839.00
City Drainage	$39,232.00

Total: $2,003,836.00

SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

July 13, 2021

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

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR FULTON HOMES AT ESCALANTE PARCEL 5 – FS19-358

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

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

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

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

If you have any questions or concerns, you can reach me at 623-222-6153 or at kristin.tytler@surpriseaz.gov.

Sincerely,

Kristin Tytler, P.E.
Assistant PW Director/City Engineer

cc: Nuning Lemka, PW Engineering Manager
David Mobley, PW Field Engineering Supervisor
Lynn Stone, PW Business Manage
Lee Lambert. Water Resource Management
Warren Bert, GIS
Amanda Correia, Finance
Mike Gent, Deputy City Manager/PW Director
John McFarland, PW Streets Manager
Jon Gake, Finance
Michael Boule, Water Resource Management
William Valdez, PW Civil Inspector

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: June 29, 2021 ____ Commercial ____ Commercial w/Offsite XX Residential

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

March 11, 2021 Date of Punch-List Walk May 19, 2021 Date Punch-List Completed

FS Number: FS19-358 **Permit Number(s):** E19P-0742,E19P-0902,E19P-0903,E19P-0904,E19P-0906

Project Name: Fulton Homes Escalante Parcel 5

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

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

Sheet 1 of 3

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Cielo Grande Ave	Local	162nd Ln	162nd Ave	2	1/4	
Mariposa Grande	Local	162nd Ln	161st Ln	2	1/4	
Soft Wind Dr	Local	162nd Ln	161st Ln	2	1/4	
Avenida Del Sol	Local	162nd Ln	162nd Dr	2	1/4	
Camino De Oro	Local	162nd Ln	162nd Ave	2	1/4	

MATERIALS:

Asphalt: Knochel Brothers Supplier 6 Total Lane Miles 18,740 Total Square Yards

Water:	8" C-900	Size/Type	6,304	Total Linear Feet	____ Size/Type	____	Total Linear Feet
	6" DIP	Size/Type	132	Total Linear Feet	____ Size/Type	____	Total Linear Feet
Sewer:	8" PVC	Size/Type	5,480	Total Linear Feet	____ Size/Type	____	Total Linear Feet
	4" PVC	Size/Type	4,380	Total Linear Feet	____ Size/Type	____	Total Linear Feet
Storm:	18" RGRCP	Size/Type	497	Total Linear Feet	____ Size/Type	____	Total Linear Feet
	24" RGRCP	Size/Type	23	Total Linear Feet	____ Size/Type	____	Total Linear Feet
Fire Ln:	N/A	Size/Type	____	Total Linear Feet	____ Size/Type	____	Total Linear Feet

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

XX Copy of Punch List
XX Final Certification Letter from Engineer of Record
XX Complete Geotechnical Testing Packet
XX Sewer Pressure Testing Results
XX Sewer Manhole Vacuum Testing Certification
XX Sewer Manhole Insecticide Certification
XX Sewer Videos with Operators Notes (inc. re-videos)
____ Other ____ (Specify)

XX AOC
XX Asphalt Concrete Ticket w/ Name of Contractor
~~N/A~~ XX Streetlight Energize Letter
XX As built Documents (PDF copy on CD)
XX As Built Documents in PDF format (copy on CD)
N/A Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: William Valdez **Date:** June 29, 2021

Civil Engineering Supervisor: Kristen Fyffe **Date:** 06/29/2021

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: June 29, 2021 ____ Commercial ____ Commercial w/Offsite XX Residential

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

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

FS Number: FS19-358 **Permit Number(s):** See Sheet 1

Project Name: See Sheet 1

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

See Sheet 1

Sheet 2 of 3

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Sand Hills Rd	Local	Asante Blvd	162nd Ave	2	1/4	
Avenida De Sol	Local	162nd Ave	161st Dr	2	1/4	
161st Ln	Local	Mariposa Grande	Soft Wind Dr	2	1/4	
162nd Ave	Local	162nd Ln	Mariposa Grande	2	1/4	
162nd Ave	Local	Soft Wind Dr	Camino De Oro	2	1/4	

MATERIALS:

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

Water:	_____	Size/Type	_____	Total Linear Feet	_____	Size/Type	_____ Total Linear Feet
	_____	Size/Type	_____	Total Linear Feet	_____	Size/Type	_____ Total Linear Feet
Sewer:	_____	Size/Type	_____	Total Linear Feet	_____	Size/Type	_____ Total Linear Feet
	_____	Size/Type	_____	Total Linear Feet	_____	Size/Type	_____ Total Linear Feet
Storm:	_____	Size/Type	_____	Total Linear Feet	_____	Size/Type	_____ Total Linear Feet
	_____	Size/Type	_____	Total Linear Feet	_____	Size/Type	_____ Total Linear Feet
Fire Ln:	_____	Size/Type	_____	Total Linear Feet	_____	Size/Type	_____ Total Linear Feet

Additional Comments:

_____

SUPPORTING DOCUMENTATION REQUIRED:

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

APPROVAL:

Civil Inspector: William Valdez **Date:** June 29, 2021

Civil Engineering Supervisor: _____ **Date:** _____

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: June 29, 2021 ____ Commercial ____ Commercial w/Offsite XX Residential

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

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

FS Number: FS19-358 **Permit Number(s):** See Sheet 1

Project Name: See Sheet 1

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

See Sheet 1

Sheet 3 of 3

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
162nd Dr	Local	Avenida Del Sol	Camino De Oro	2	1/4	
162nd Ln	Local	162nd Ave	Camino De Oro	2	1/4	

MATERIALS:

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

Water:	_____	Size/Type	_____	Total Linear Feet	_____	Size/Type	_____ Total Linear Feet
	_____	Size/Type	_____	Total Linear Feet	_____	Size/Type	_____ Total Linear Feet
Sewer:	_____	Size/Type	_____	Total Linear Feet	_____	Size/Type	_____ Total Linear Feet
	_____	Size/Type	_____	Total Linear Feet	_____	Size/Type	_____ Total Linear Feet
Storm:	_____	Size/Type	_____	Total Linear Feet	_____	Size/Type	_____ Total Linear Feet
	_____	Size/Type	_____	Total Linear Feet	_____	Size/Type	_____ Total Linear Feet
Fire Ln:	_____	Size/Type	_____	Total Linear Feet	_____	Size/Type	_____ Total Linear Feet

Additional Comments:

_____

SUPPORTING DOCUMENTATION REQUIRED:

____ Copy of Punch List
____ Final Certification Letter from Engineer of Record
____ Complete Geotechnical Testing Packet
____ Sewer Pressure Testing Results
____ Sewer Manhole Vacuum Testing Certification
____ Sewer Manhole Insecticide Certification
____ Sewer Videos with Operators Notes (inc. re-videos)
____ Other _____ (Specify)

____ AOC
____ Asphalt Concrete Ticket w/ Name of Contractor
____ Streetlight Energize Letter
____ As built Documents (PDF copy on CD)
____ As Built Documents in PDF format (copy on CD)
____ Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: William Valdez **Date:** June 29, 2021

Civil Engineering Supervisor: _____ **Date:** _____

	Private/Public	Classification	Roadway	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	Widt (paveme (ft)
S	Public	Local	W. Camino de Oro	410.0	0.08	0.25	0.16	28.0
S	Public	Local	W. Avenida del Sol	205.0	0.04	0.25	0.08	28.0
S	Public	Local	W. Avenida del Sol	265.0	0.05	0.25	0.10	28.0
S	Public	Local	W. Soft Wind Drive	850.0	0.16	0.25	0.32	28.0
S	Public	Local	W. Mariposa Grande	750.0	0.14	0.25	0.28	28.0
S	Public	Local	W. Cielo Grande Avenue	530.0	0.10	0.25	0.20	28.0
S	Public	Local	W. Sand Hills Drive	135.0	0.03	0.25	0.05	28.0
S	Public	Local	N. 162nd Lane	445.0	0.08	0.25	0.17	28.0
S	Public	Local	N. 162nd Lane	450.0	0.09	0.25	0.17	28.0
S	Public	Local	N. 162nd Lane	430.0	0.08	0.25	0.16	28.0
S	Public	Local	N. 162nd Drive	215.0	0.04	0.25	0.08	28.0
S	Public	Local	N. 162nd Avenue	465.0	0.09	0.25	0.18	28.0
S	Public	Local	N. 162nd Avenue	625.0	0.12	0.25	0.24	28.0
S	Public	Local	N. 161st Lane	215.0	0.04	0.25	0.08	28.0
			Total	5990.0				

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021 Contact Person: Robert Kuhfuss
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of 1) a rezone from Residential Ranch (RR) to Residential High Density with Planned Unit Development Overlay (RH-15 PUD) amending development standards and limiting residential density to 13.58 dwelling units per acre; 2) a rezone from Residential Ranch (RR) to Residential Medium Density with a Planned Unit Development Overlay (RM-9 PUD) amending development standards and limiting residential density to 3.20 dwelling units per acre; and 3) a rezone from Residential Medium Density with a Planned Unit Development Overlay (RM-9 PUD) to Residential High Density with Planned Unit Development Overlay (RH-15 PUD) amending development standards and limiting residential density to 13.58 dwelling units per acre, all within the property known as Enclave Point, Parcels 1B, 1A, and 2B respectively, generally located on the northeast corner of Happy Valley Road and 163rd Avenue; Ordinance #2021-14. (Case FS21-026.)

Motion:
I move to approve Ordinance # 2021-14.

Background:
Kent Xander, on behalf of Ellen 40, LLC et al, seeks approval of a rezone of approximately 21.3 acres. The proposed rezone is divided into three (3) zoning parcels. One zoning parcel will change from RM-9 PUD to RH-15 PUD. The second zoning parcel will change from RR to RH-15 PUD, while a third zoning parcel will change from RR to RM-9 PUD. Each of the requested PUD Overlays will amend development standards and limit residential density specific to that parcel.

Objective Analysis:
The subject Zone Change request anticipates the future development of nine (9) single-family lots on approximately 2.81 acres together with approximately 250 bungalow style apartments on approximately 18.48 acres. Both include PUD Overlays intended to grant relief from certain development standards and limit density. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of any density, provided appropriate transitions are made between the various Neighborhood types included within the character area. Zoning Parcel 1A, at 3.20 DU/Ac, most closely aligns with the Suburban Neighborhood type, while Zoning Parcels 1B and 2B, at 13.58 DU/Ac, most closely align with the Urban Neighborhood type. Both are consistent with the General Plan in this regard.

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 FS21-026 Enclave Point Rezone 08-17-21 CC Staff Report
2. 01 FS21-026 Enclave Point Rezone Vicinity Map
3. 02 FS21-026 Enclave Point Rezone Case Map
4. 03 FS21-026 Enclave Point Rezone Narrative
5. 04 FS21-026 Enclave Point Citizen Participation Plan Final_Redacted
6. 05 FS21-026 Encalve Point Updated Site Posting
7. 06 - Ordinance 2021-14 with Exhibits for Enclave Point
8. FS21-026 Enclave Point Rezone Presentation for 08-17-21 CC

SURPRISE
ARIZONA

ZONE CHANGE

REPORT TO THE CITY COUNCIL

Case:	**FS21-026**
Project Name:	Enclave Point Rezone
Council District:	1 - Acacia
Meeting Date:	**August 17, 2020**
Planner:	Robert H. Kuhfuss, AICP

Owner:	Wittrock Land 1 LLC/Pacific Premier Trust (Custodian)/Wittrock Land 2 LLC/Wittrock Land 3, LLC Et al and Ellen 40, LLC
Applicant:	Kent Xander
Request:	Rezone: 1) From Residential Ranch (RR) to Residential High Density with Planned Unit Development Overlay (RH-15 PUD) amending development standards and limiting residential density to 13.58 dwelling units per acre 2) From Residential Ranch (RR) to Residential Medium Density with a Planned Unit Development Overlay (RM-9 PUD) amending development standards and limiting residential density to 3.20 dwelling units per acre 3) From Residential Medium Density with a Planned Unit Development Overlay (RM-9 PUD) to Residential High Density with Planned Unit Development Overlay (RH-15 PUD) amending development standards and limiting residential density to 13.58 dwelling units per acre
Site Location:	Generally located on the northeast corner of Happy Valley Road and 163rd Avenue
Area:	1) 13.30 acres (approx.) 2) 2.81 acres (approx.) 3) 5.18 acres (approx.) **Total 21.29 acres (approx.)**

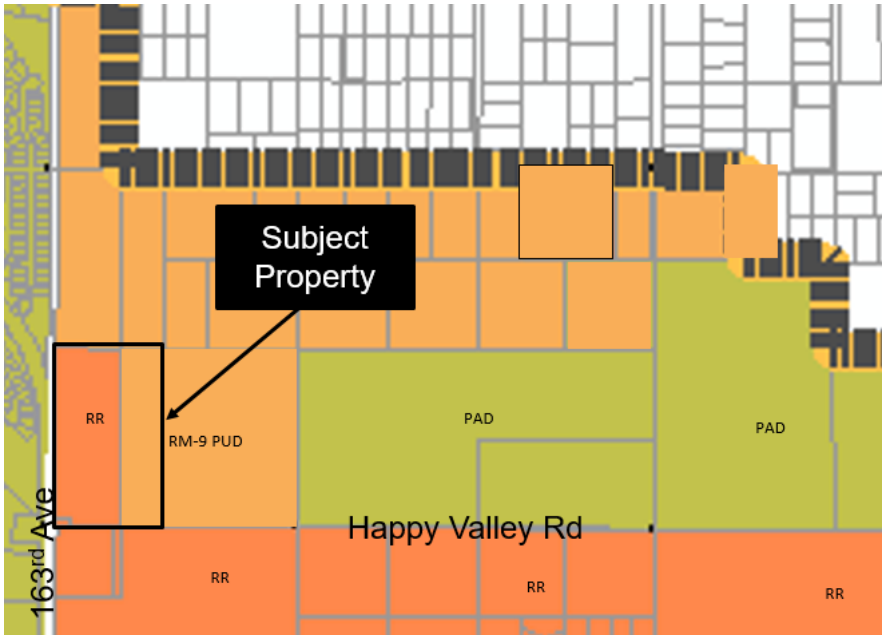
Density:	1) 13.58 DU/Ac 2) 3.20 DU/Ac 3) 13.58 DU/Ac **Overall 12.16 DU/Ac**
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	Opposition received
Staff Recommendation:	**Approve**, subject to stipulations "a" through "e"
Commission Recommendation:	**Approve**, subject to staff recommended stipulations "a" through "c" with additional stipulations 'd' and 'e'

PROJECT DESCRIPTION:

Kent Xander, on behalf of Ellen 40, LLC et al, seeks approval of a rezone of approximately 21.3 acres. The proposed rezone is divided into three (3) zoning parcels. One zoning parcel will change from RM-9 PUD to RH-15 PUD. The second zoning parcel will change from RR to RH-15 PUD, while a third zoning parcel will change from RR to RM-9 PUD. Each of the requested PUD Overlays will amend development standards and limit residential density specific to that parcel.

EXISTING ZONING:

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



BACKGROUND:

September 5, 2019: The City Council approved the annexation of the subject property under case FS18-149.

October 20, 2020: The City Council approved the Ellen Ranch Rezone under case FS20-090.

January 11, 2021: The applicant filed the subject request under Case FS21-026.

May 3, 2021: The applicant held a Citizen Outreach meeting for this request.

June 17, 2021: The Planning and Zoning Commission heard the case at a regularly scheduled hearing.

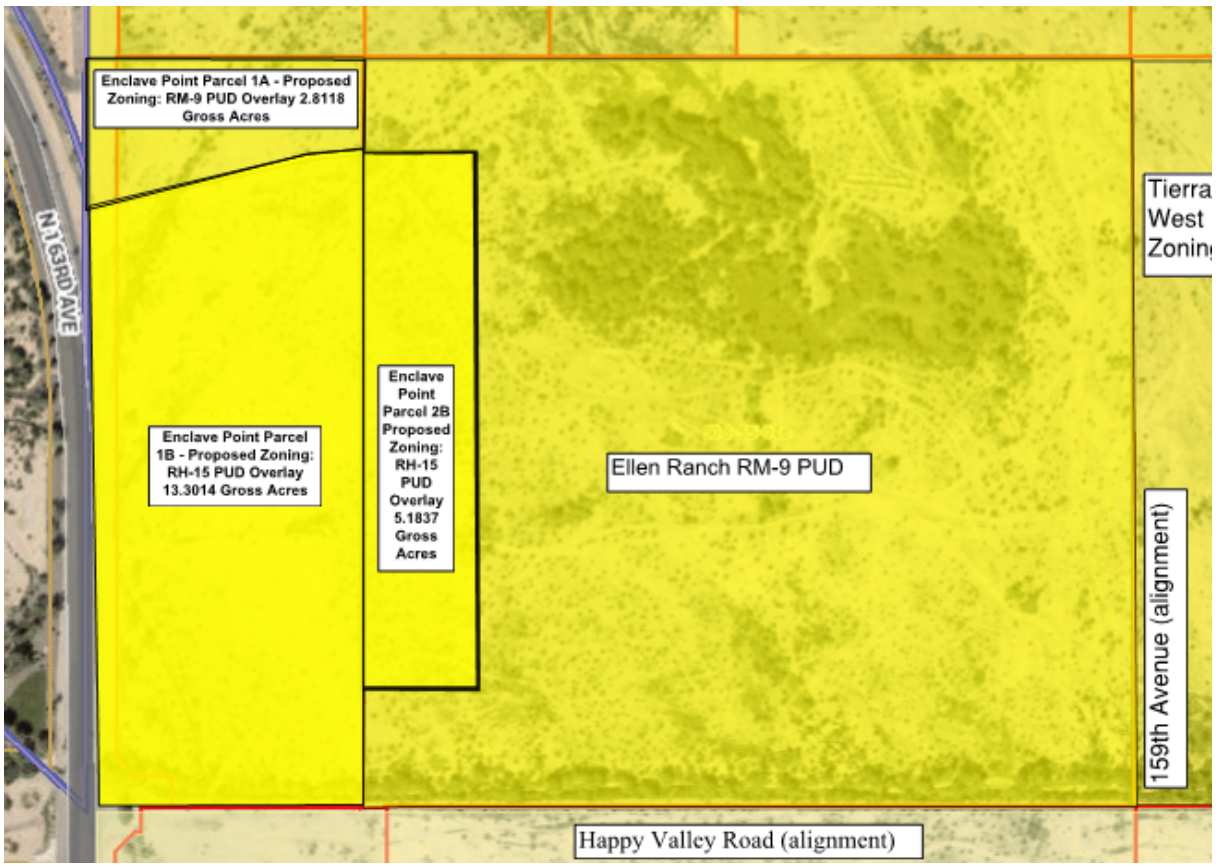
CITIZEN OUTREACH:

The applicant held their Citizen Outreach meeting in a hybrid in-person / virtual format on May 3, 2021. Several local area residents were in attendance in both formats. Those attending in person expressed concerns over traffic, rental communities, inadequate infrastructure, property values, and public safety; however, those attending virtually were not able to participate in the conversation due to technical difficulties. In the outreach summary provided by the applicant (see attached), the applicant states that contact information was made available to those attending virtually so they could follow up if desired. The outreach meeting, along with the subject Planning and Zoning Commission hearing, were advertised in accordance with state and local requirements.

ANALYSIS AND DISCUSSION:

The original Ellen ranch rezone involved approximately 40 acres and served to rezone from RR to RM-9 PUD; however, the original rezone did not include or factor in the property immediately to the west, which is somewhat constrained from a development point of view. The existing RR zoning is not conducive to the property's location being on the "hard corner" of two major thoroughfares, and its limited access makes it infeasible as a viable commercial property. In order to create a more viable parcel, the applicant proposes to essentially take land mass away from Ellen Ranch and attribute it to Enclave Point, while providing a short segment of single-family residential along the northern end of the site. These parcel configurations are depicted below and in Exhibit B of the zoning narrative.

[Continued on following page]



There are two (2) zoning districts contemplated by this request. One parcel (Parcel 1A) will enjoy the same development standards as were originally approved for Ellen Ranch as depicted below, except that the density figure has been adjusted from 5.53 DU/Ac to 3.20 DU/Ac due to the parcel's limited size:

[Continued on following page]

Table A - Enclave Point Parcel 1A

Residential Medium Density RM-9 PUD Overlay
Development Standards Comparison Table

Development Standard	City Base RM-9 Development Standards	RM-9 PUD Overlay Development Standards
Maximum Density	9.0	3.20 (9 lots max)
Minimum Lot Area	4,500	4,050
Minimum Lot Width	40’	45’
Minimum Lot Depth	100’	90’
Minimum Front Yard Setback (livable area / front-facing garage)	12’/20’	12’/21’ (1)
Minimum Side Yard Setback	TBD	5’
Minimum Rear Yard Setback	20’	10’ (2)
Maximum Building Height	35’	35’
Street Side/Corner Lot	N/A	5’ (3)
Driveway Width	30%	40%
Driveway Area	30%	40%
Minimum Open Space (%NRA)	20%	25%

(1) 20-foot front yard garage setback measured from property line.
(2) Porches/patios may encroach 2.5’ into the rear yard setbacks.
(3) 10’ landscape tract required.

[Continued on following page]

The other two parcels will develop under a separate set of standards as depicted below, in anticipation of a bungalow style apartment complex:

Table B - Enclave Point Parcel 1B and Parcel 2B

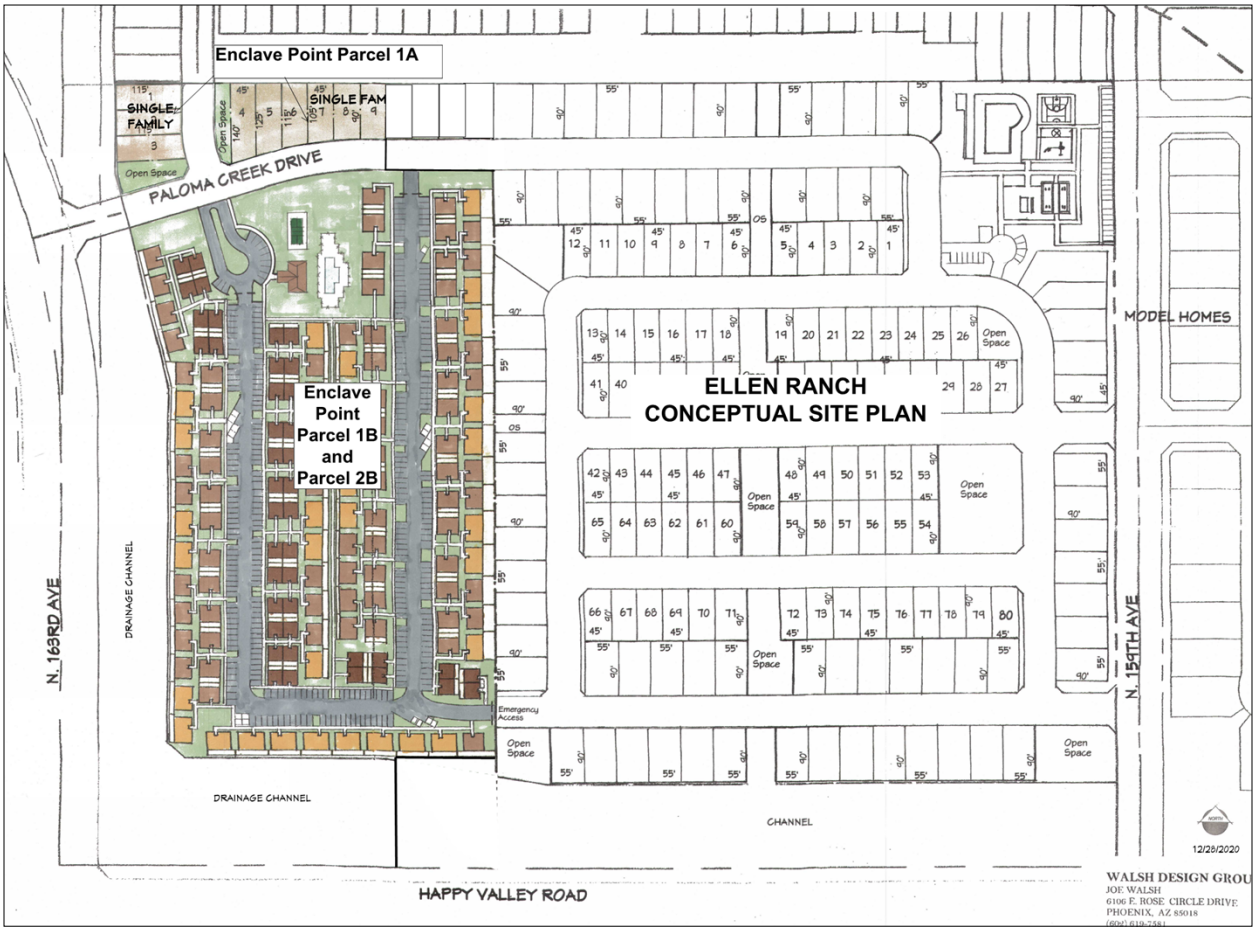
Residential High-Density RH-15 PUD Overlay
Development Standards Comparison Table

DEVELOPMENT STANDARD	RH-15 CONVENTIONAL	RH-15 PUD (PROPOSED)
Maximum Dwelling Units per Acre	15.0	13.58 (250 units max)
Minimum Lot Area per Dwelling Unit	2,400	2,400
Maximum Building Height	35' / 3 Stories	35' / 3 Stories
Building Setbacks		
North (Front)	30'	20' (1)
South (Rear)	30' (1)	10' as measured from the Drainage Channel Tract
East (Side)	10' (1)	10' (1)
West (Side)	10' (1)	10' as measured from the Drainage Channel Tract
Minimum Building Separation (Within the Project)	25'	10' for 1 Story 25' for Multi-Story
Landscape Buffers		
North (Front)	20'	20'
South (Rear)	24'	Zero as measured from the Drainage Channel Tract
East (Side)	24'	Zero if 1 Story 24' if Multi-Story
West (Side)	24'	Zero as measured from the Drainage Channel Tract
Vehicle Parking		
Studio and 1 Bedroom	1.5 Spaces per DU	1.0 Spaces per DU
2 Bedroom	2.0 Spaces per DU	2.0 Spaces per DU
3+ Bedroom	2.5 Spaces per DU	2.0 Spaces per DU
Office	1.0 space per 250 SF Gross Floor Area	1.0 space per 250 SF Gross Floor Area
Visitor	N/A	0.2 Spaces per DU
Bicycle parking		
Residential	0.5 per dwelling	Zero per DU if 1 Story with back yard, 0.5 per DU if pedestal apartment building
Office	1 Space per 20 vehicle Spaces	1 Space per 20 vehicle Spaces

(1) Where the building height exceeds 20 feet and is located adjacent to existing single family dwelling, one additional foot of yard setback shall be required for everyone foot of height above a 20 foot building.
(2) Minimum Lot Area per Dwelling Unit shall be determined by building area, parking requirements, useable open space, retention, and setback requirements.

The nine (9) dwelling units associated with Parcel 1A will become part of the Ellen Ranch subdivision and will enjoy the amenities associated with that community. Parcels 1B and 2B will enjoy the amenities associated with the bungalow style apartments proposed for those parcels.

While the subject rezone request does not include a Site Plan, a conceptual site design is included as Exhibit F of the zoning narrative and is shown below:



During the Commission hearing of June 17, 2021, the applicant offered two stipulations in addition to those included in the staff recommendation. Stipulation 'd' limits the bungalow style apartments to single story, while stipulation 'e' limits the number of dwelling units within the bungalow area to a maximum of 160.

UTILITY AND SERVICES TABLE:

Water:	City of Surprise
Wastewater:	City of Surprise
Refuse:	City of Surprise
Schools:	Dysart USD

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of any density, provided appropriate transitions are made between the various Neighborhood types included within the character area. Zoning Parcel 1A, at 3.20 DU/Ac, most closely aligns with the Suburban Neighborhood type, while Zoning Parcels 1B and 2B, at 13.58 DU/Ac, most closely align with the Urban Neighborhood type. Both are consistent with the General Plan in this regard.

REVIEWING AGENCIES:

The subject request was routed to the standard internal and external reviewing agencies, who indicated no objections to the request.

SUMMARY:

The subject Zone Change request anticipates the future development of nine (9) single-family lots on approximately 2.81 acres together with approximately 250 bungalow style apartments on approximately 18.48 acres. Both include PUD Overlays intended to grant relief from certain development standards and limiting density. All city reviewing departments have reviewed the request and expressed no concerns. Additional stipulations offered by the applicant further reduce the impact of the development on the community.

FINDINGS:

- The proposed Zone Change is consistent with recent approvals in the surrounding area.
- The proposed Zone Change is consistent with the Surprise General Plan.
- The reviewing agencies have indicated no objections.

Commission Recommendation:

Based on the findings noted above, the Commission moved to recommend **approval** of the subject Rezone request to the City Council, subject to stipulations **'a'** through **'e'** as outlined below:

a. Development and use of the site shall be consistent with the rezone narrative entitled "Enclave Point Rezone", prepared by Kent A. Xander and received April 5, 2021.

b. Prior to the City approving a final plat, site plan, or building permit within the property, the applicant shall provide the City with a Notice of Payment from William Lyon Homes, Inc., that the Happy Valley West ("HVW") Buy-in Fee, the Happy Valley East ("HVE") Buy-in Fee, the Water Buy-in Fee, and the Sewer Buy-in Fee, as applicable, all as described in the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement), as amended, have been paid.

c. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

d. All residential units within the bungalow style complex within Parcel 1B and Parcel 2B shall be limited to single story units only.

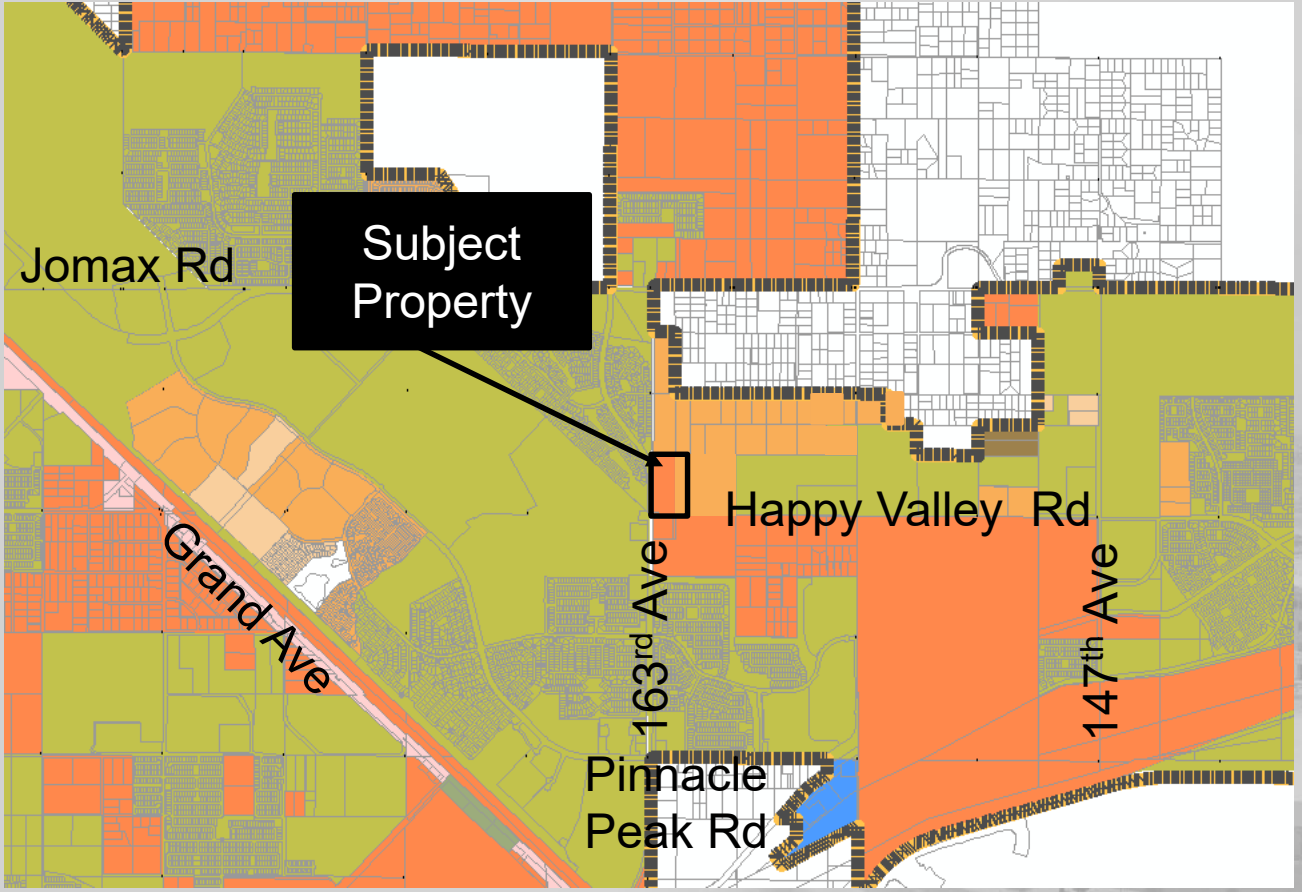
e. The maximum number of dwelling units within Parcel 1B and Parcel 2B collectively shall be limited to 160.

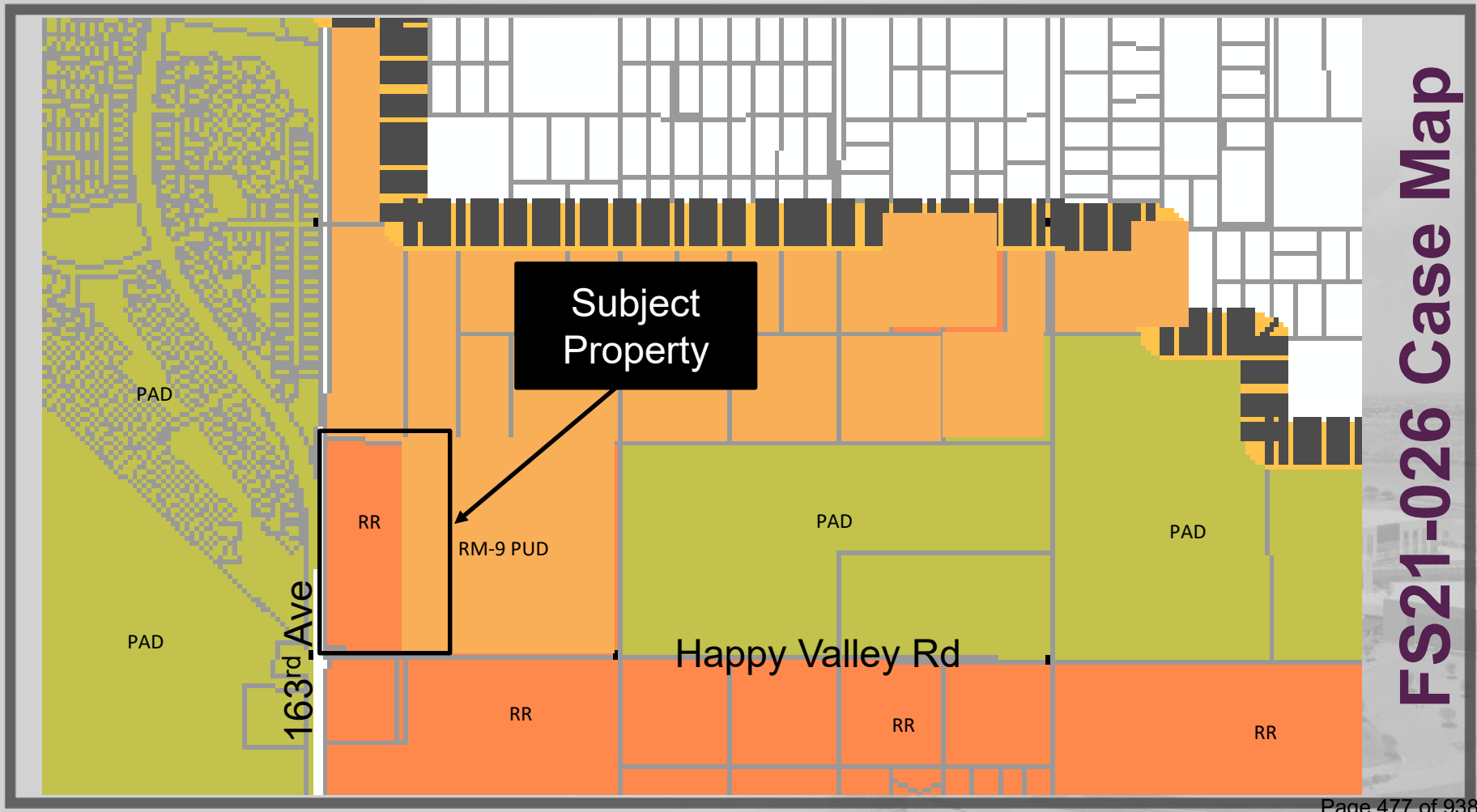
However, should the Council wish to deny the request, the Council should make its own findings and base its decision on those alternative findings.

Attachments:

01 Enclave Point Vicinity Map
02 Enclave Point Case Map
03 Enclave Point Zone Change Narrative
04 Enclave Point Citizen Outreach Report
05 FS21-026 Enclave Point Updated Site Posting Affidavit
FS21-026 Adopting Ordinance

FS21-026 Vicinity Map





FS21-026 Case Map

Narrative for ENCLAVE POINT REZONE

Case No. FS21-026
Rezone Residential Ranch (RR) to
RH-15 (Residential High Density) PUD and RM-9 PUD (Medium High Density) and Rezone RM-9 PUD to RH-15 (Residential High Density)

21.2969 Gross Acres

Northeast corner Happy Valley Road and 163rd Avenue
Surprise, Arizona

Prepared by: Kent A. Xander

Submitted To: City of Surprise

Dated: December 30, 2020
Revised: March 16, 2021
Revised: April 1, 2021

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Enclave Point relationship to Ellen Ranch and Paloma Creek Map…….…… Exhibit F

Enclave Point Team:

Applicant /
Kent A. Xander
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9290 E. Thompson Peak Pkwy., Unit 227
Scottsdale, Arizona 85255

Land Planner
Joe Walsh - Walsh Design Group
Landoc@cox.net
6106 E. Rose Circle Drive
Phoenix, Arizona 85018

Location and Introduction:

A Vicinity Map is shown on page 4 illustrating Enclave Point location at the NEC Happy Valley Road and 163rd Avenue.

Located at the northeast corner of Happy Valley Road and 163rd Avenue, Enclave Point is a 21.2969 gross acre proposed High Density and Medium Density Residential development adjacent to Paloma Creek PUD to the north and Ellen Ranch PUD to the east.

Applicant is requesting a zone change for Enclave Point Parcel 1A - 2.8118 gross acres from Residential Ranch (RR) to RM-9 PUD, Enclave Point Parcel 2A - 13.3014 gross acres from Residential Ranch (RR) to RH-15 PUD, and Enclave Point Parcel 2B - 5.1837 gross acres of Ellen Ranch from RM-9 PUD to RH-15 PUD.

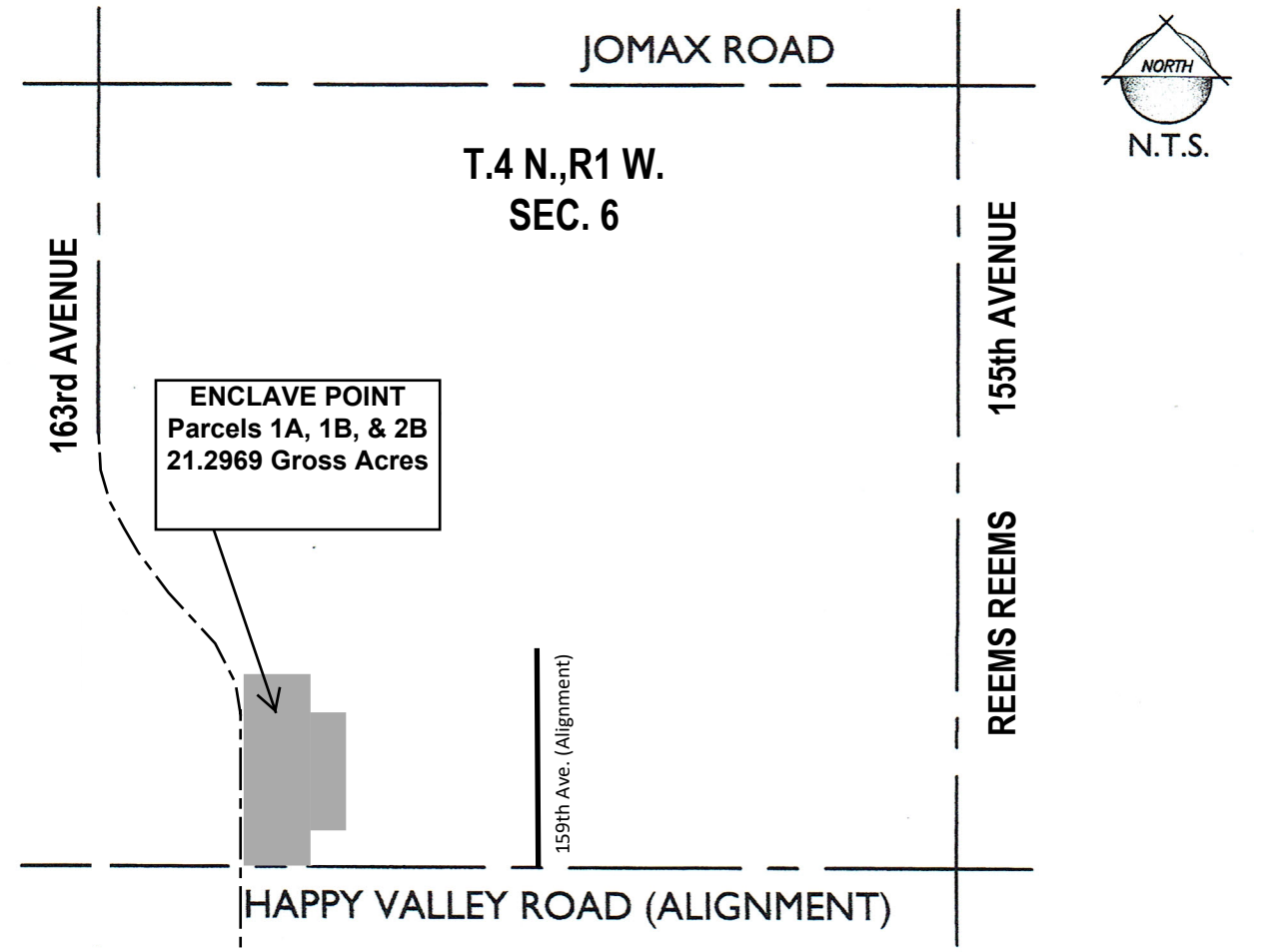
Enclave Point density provides for excellent transition buffer from Happy Valley Road and 163rd Avenue arterials to lower density subdivisions Paloma Creek to the north and Ellen Ranch to the east. This project includes working with and the cooperation with Paloma Creek Owner to the north and Ellen Ranch Owner to the east to formulate a cohesive development plan working out pedestrian pathways, traffic circulation, utilities, and drainage.

Exhibit A depicts a map of the existing zoning of the subject property, adjacent PAD's, and vacant land. The adjacent specific zoning and land uses are as follows:

East		
• Ellen Ranch	39.75 Acres 5.53 / DU/Ac.	220 lots (45' x 90')
North		
• Paloma Creek	150.68 Acres 3.6 / DU/Ac.	27 lots (70' x 115') 11 lots (62.5' x 122') 195 lots (50' x 115') 309 lots (45' x 115')
West across 163rd Avenue		
• Desert Oasis Baer Parcel B9	42.47 Acres 3.32 / DU/Ac.	141 lots (50' x 115')
South of Happy Valley Road		
• Vacant Land	Vacant Land	RR Zoning

Exhibit F Map shows Enclave Point relationship to Paloma Creek to the north, Ellen Ranch to the east.

VICINITY MAP



Description of Rezone Request for Enclave Point:

Applicant is requesting a zone change for the following Parcels.

Enclave Point Parcel 1A – 2.8118 gross acres

- Enclave Point Parcel 1A - 2.8118 gross acres from Residential Ranch (RR) to RM-9 PUD to develop 9 single-family 45' x 90' lots. The Developments Standards for Enclave Point Parcel 1A are consistent with those approved for Ellen Ranch RM-9 PUD under case FS20-090.

Enclave Point Parcels 1B and Parcel 2B – 18.4851 gross acres.

- Enclave Point Parcel 1B - 13.3014 gross acres from Residential Ranch (RR) to RH-15 PUD.
- Enclave Point Parcel 2B - 5.1837 gross acres of Ellen Ranch from RM-9 PUD to RH-15 PUD. The remaining portion of Ellen Ranch RM-9 PUD will respect the density limitations, amenity, and open space requirements per the Ellen Ranch RM-9 PUD.
- Enclave Point Parcel 1B and Parcel 2B will include a maximum of 250 multi-family residential units on 18.4851 gross acres for a total gross density of 13.58 DU/Ac.

See **Exhibit B,** Proposed Zoning Map and see **Exhibit C** for Legal Description and Map Exhibit.

Enclave Point Parcel 1A Development Standards are described below & shown in Table A.

Enclave Point Parcel 1A RM-9 Zoning Designations and Development Standards:

The single-family residential zoning designation of the property will use the Convention Character Pattern in accordance with Section 122-22 of the SUDC. The Ellen Ranch RM-9 PUD overlay designation shall be applied to Enclave Point Parcel 1A to allow modification of certain RM-9 development standards within the Surprise Unified Development Code ("SUDC") in effect at the time of this application.

Enclave Point Parcel 1A Open Space and Homeowners Association:

There are provisions in the current SUDC which require a minimum of 20% open space and certain amenities for the homeowners within a planned subdivision. Enclave Point Parcel 1A will be developing 9 single-family detached homes with a minimum 45' x 90 lot. Onsite minimum Open Space for Enclave Point Parcel 1A shall be calculated based on offsite street drainage and on-site drainage needs to retain water for Parcel 1A. Enclave Point Parcel 1A will be part of Paloma Creek Master Homeowners Association and amenities.

Enclave Point Parcel 1A Driveway Width and Area:

1. There is a provision in the SUDC which limits the width of a single-family residential driveway to 30% of the lot width. Enclave Point Parcel 1 will be developing 45-foot-wide lots. If the residential lot is limited to 30% of the lot width, the driveways would only be 13.5' wide. Since a minimum width of a parking space is 9 feet and a driveway needs to accommodate a 2-car garage, Enclave Point Parcel 1A proposes the driveway to be a maximum width of 18' or a maximum of 40% of the lot width.

2. There is a provision in the SUDC which limits the area of a residential driveway to 30% of the required front area, which is the area located between the front setback line and the front lot line. Enclave Point Parcel 1 proposes the driveway to be a maximum area of 40% of the of the required front area to accommodate a two-car garage and an appropriate width driveway.

Enclave Point Parcel 1B and Parcel 2B Development Standards are described below and shown in Table B.

Enclave Point Parcel 1B and Parcel 2B - RH-15 Zoning Designations and Development Standards:

The multi-family residential zoning designation of the property will use the Convention Character Pattern in accordance with Section 122-33 of the SUDC. The Planned Unit Development (PUD) overlay designation shall be applied to the property to allow modification of certain RH-15 development standards within the SUDC in effect at the time of application. The proposed PUD amendment request will provide additional provisions to allow for the development of a multi-family multi-story attached product configured on a single lot or to allow for the development of a single-family detached and duplex gated community with one-story rental homes designed in a cluster configuration on a single lot.

Enclave Point Parcels 1B and 2B proposes to provide a community swimming pool amenity.

Table A - Enclave Point Parcel 1A

Residential Medium Density RM-9 PUD Overlay
Development Standards Comparison Table

Development Standard	City Base RM-9 Development Standards	RM-9 PUD Overlay Development Standards
Maximum Density	9.0	3.20 (9 lots max)
Minimum Lot Area	4,500	4,050
Minimum Lot Width	40’	45’
Minimum Lot Depth	100’	90’
Minimum Front Yard Setback (livable area / front-facing garage)	12’/20’	12’/21’ (1)
Minimum Side Yard Setback	TBD	5’
Minimum Rear Yard Setback	20’	10’ (2)
Maximum Building Height	35’	35’
Street Side/Corner Lot	N/A	5’ (3)
Driveway Width	30%	40%
Driveway Area	30%	40%
Minimum Open Space (%NRA)	20%	25%

(1) 20-foot front yard garage setback measured from property line.
(2) Porches/patios may encroach 2.5’ into the rear yard setbacks.
(3) 10’ landscape tract required.

Table B - Enclave Point Parcel 1B and Parcel 2B

Residential High-Density RH-15 PUD Overlay
Development Standards Comparison Table

DEVELOPMENT STANDARD	RH-15 CONVENTIONAL	RH-15 PUD (PROPOSED)
Maximum Dwelling Units per Acre	15.0	13.58 (250 units max)
Minimum Lot Area per Dwelling Unit	2,400	2,400
Maximum Building Height	35’ / 3 Stories	35’ / 3 Stories
Building Setbacks		
North (Front)	30’	20’ (1)
South (Rear)	30’ (1)	10’ as measured from the Drainage Channel Tract
East (Side)	10’ (1)	10’ (1)
West (Side)	10’ (1)	10’ as measured from the Drainage Channel Tract
Minimum Building Separation (Within the Project)	25’	10’ for 1 Story 25’ for Multi-Story
Landscape Buffers		
North (Front)	20’	20’
South (Rear)	24’	Zero as measured from the Drainage Channel Tract
East (Side)	24’	Zero if 1 Story 24’ if Multi-Story
West (Side)	24’	Zero as measured from the Drainage Channel Tract

Vehicle Parking		
Studio and 1 Bedroom	1.5 Spaces per DU	1.0 Spaces per DU
2 Bedroom	2.0 Spaces per DU	2.0 Spaces per DU
3+ Bedroom	2.5 Spaces per DU	2.0 Spaces per DU
Office	1.0 space per 250 SF Gross Floor Area	1.0 space per 250 SF Gross Floor Area
Visitor	N/A	0.2 Spaces per DU
Bicycle parking		
Residential	0.5 per dwelling	Zero per DU if 1 Story with back yard, 0.5 per DU if pedestal apartment building
Office	1 Space per 20 vehicle Spaces	1 Space per 20 vehicle Spaces

(1) Where the building height exceeds 20 feet and is located adjacent to existing single family dwelling, one additional foot of yard setback shall be required for everyone foot of height above a 20 foot building.
(2) Minimum Lot Area per Dwelling Unit shall be determined by building area, parking requirements, useable open space, retention, and setback requirements.

Enclave Point Conceptual Development Plan is shown on **Exhibit D.** The plan shows the following:

- Enclave Point Parcel 1A - 9 lots with a minimum lot size of 45' x 90' zoned RM-9 PUD on 2.8118 gross acres for a total gross density of 3.20 DU/Ac.
- Enclave Point Parcel 1B and Parcel 2B will include a maximum of 250 multi-family residential units on 18.4851 gross acres for a total gross density of 13.58 DU/Ac.

The result of the Enclave Point Rezone with a PUD Overlay would be:

- Enclave Point will be in conformance with the adopted Surprise General Plan 2035 as noted below.
- The development of Enclave Point will occur in a manner that is consistent with the surrounding Planned Area Developments and share in major offsite infrastructure costs with other adjacent projects.
- The development will have seamlessly been integrated and aligned with adjacent zoning, open space, pedestrian trails, drainage tracts, roads, and utilities with adjacent Paloma Creek/Ellen Ranch PUD.
- The Sugar Dike will remain in-situ except that it will be revegetated in a manner consistent with Tierra Verde West and Tierra Verde East.

Conformance with the adopted Surprise General Plan 2035:

The Surprise General Plan 2035, attached as **Exhibit E,** shows the subject property as lying within the Neighborhood Land Use Character Area, which supports residential development at densities greater than 8 DU/Acre in an Urban Neighborhood type, this project complies with the General plan in this regard. Enclave Point will be buffered from Happy Valley Road by a large open space and the project is consistent with the General Plan in this regard. The General plan seeks appropriate buffers and transitions between the various Character Areas. To meet this guideline, the lots along the south side of the subject property will be set back off Happy Valley Road with open space and pedestrian trails through the property and connecting to the open space planned for Ellen Ranch and Paloma Creek.

Ingress/Egress/Access:

1. Access is driven by the timing of Paloma Creek, Tierra Verde West, and Ellen Ranch development schedule.

2. Primary access to Enclave Point is from 163rd Ave to Paloma Creek Drive.

3. Secondary access is east through Ellen Ranch to 159th Avenue to Happy Valley Road.

Transportation/Traffic and Utilities

- Upon development of Enclave Point PUD, all necessary utilities for Enclave Point will be extended from adjacent Paloma Creek/Ellen Ranch PUD.

- Onsite public streets shall be constructed to meet City standards widths and cross sections based on approval of the Preliminary Plat.

- A new Traffic Impact Analysis per TIA Guidelines found in Chapter 4 of the Surprise Engineering Development Standards in coordination with the surrounding developments has been submitted to the City. Specifically, this TIA will include all phases of the Paloma Creek PUD, including Paloma Creek Enclaves I, II, III, IV, and Ellen Ranch.

EXHIBIT A
Existing Zoning Map

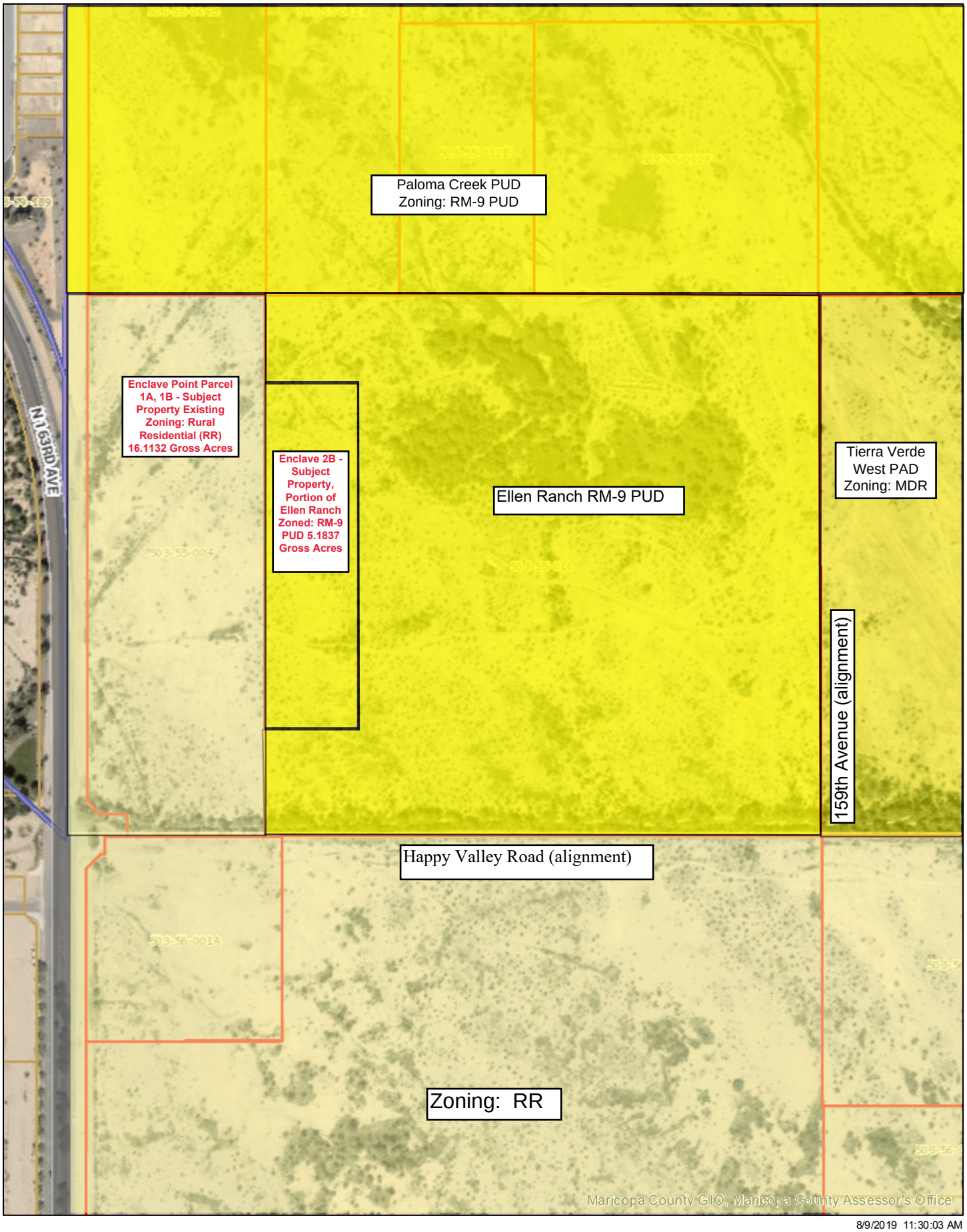


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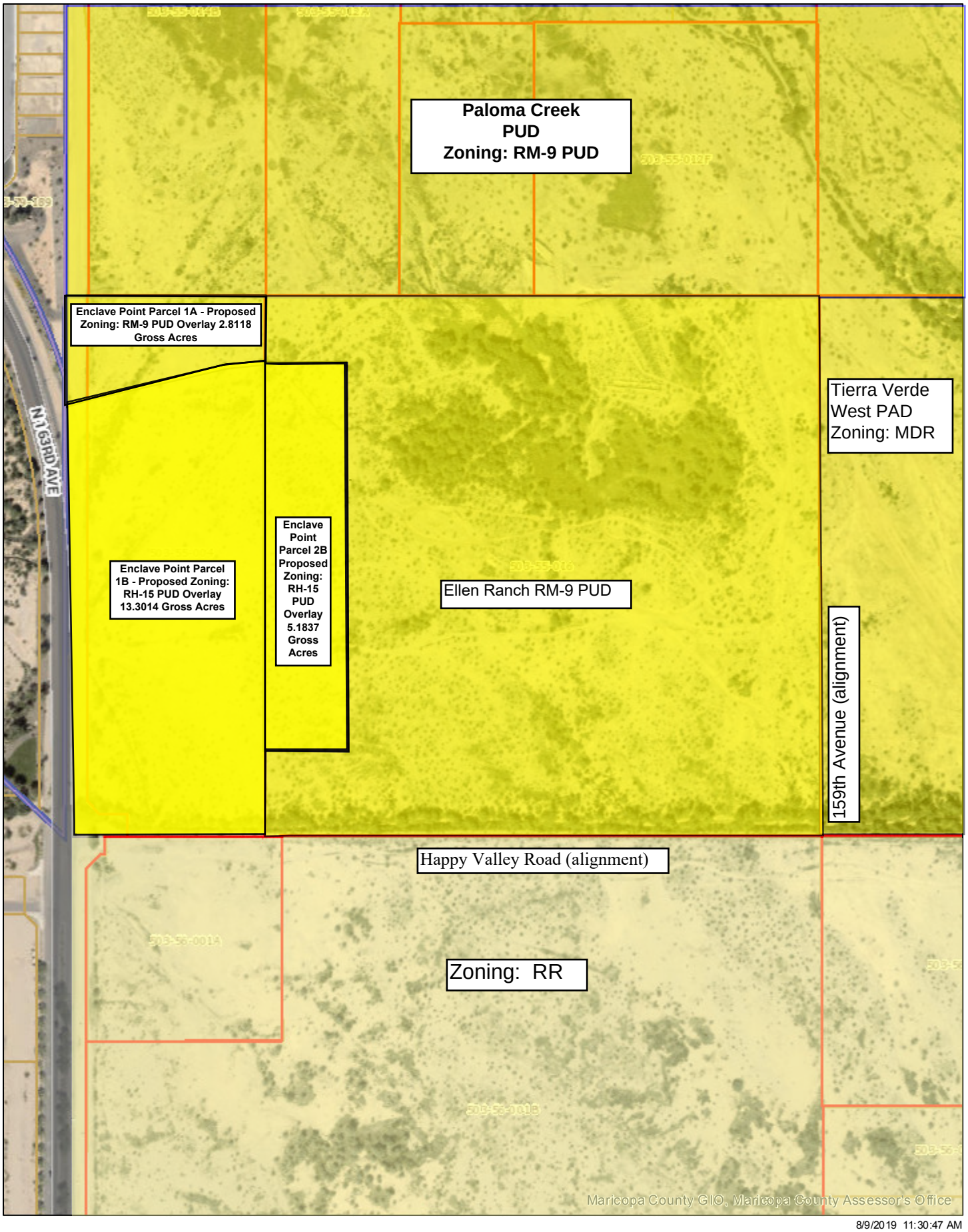
Exhibit B
Proposed Zoning Map



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Legal Description
Enclave Point
Parcel 1A

Job No. 16-400.3 3/15/2021

A portion of Lot 7, Section 6, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the West Quarter Corner of said Section 6, being marked by a 2" Maricopa County Department of Transportation aluminum cap flush, from which the Southwest Corner of said Section 6, being marked by a 2" aluminum cap flush stamped RLS 36562, bears South 0 degrees 23 minutes 36 seconds West, 2635.15 feet;

thence along the West line of said Section 6, South 0 degrees 23 minutes 36 seconds West, 1317.57 feet to the Northwest Corner of said Lot 7 and the **POINT OF BEGINNING**;

thence along the North line of said Lot 7, South 89 degrees 46 minutes 49 seconds East, 527.11 feet to the Northeast corner thereof;

thence along the East line of said Lot 7, South 0 degrees 05 minutes 25 seconds East, 164.66 feet to the beginning of a non-tangent curve, concave Southeast, from which the radius point bears South 8 degrees 41 minutes 52 seconds East a distance of 964.50 feet;

thence Southwesterly 100.79 feet along the arc of said curve to the left through a central angle of 5 degrees 59 minutes 14 seconds;

thence South 75 degrees 18 minutes 54 seconds West, 392.68 feet;

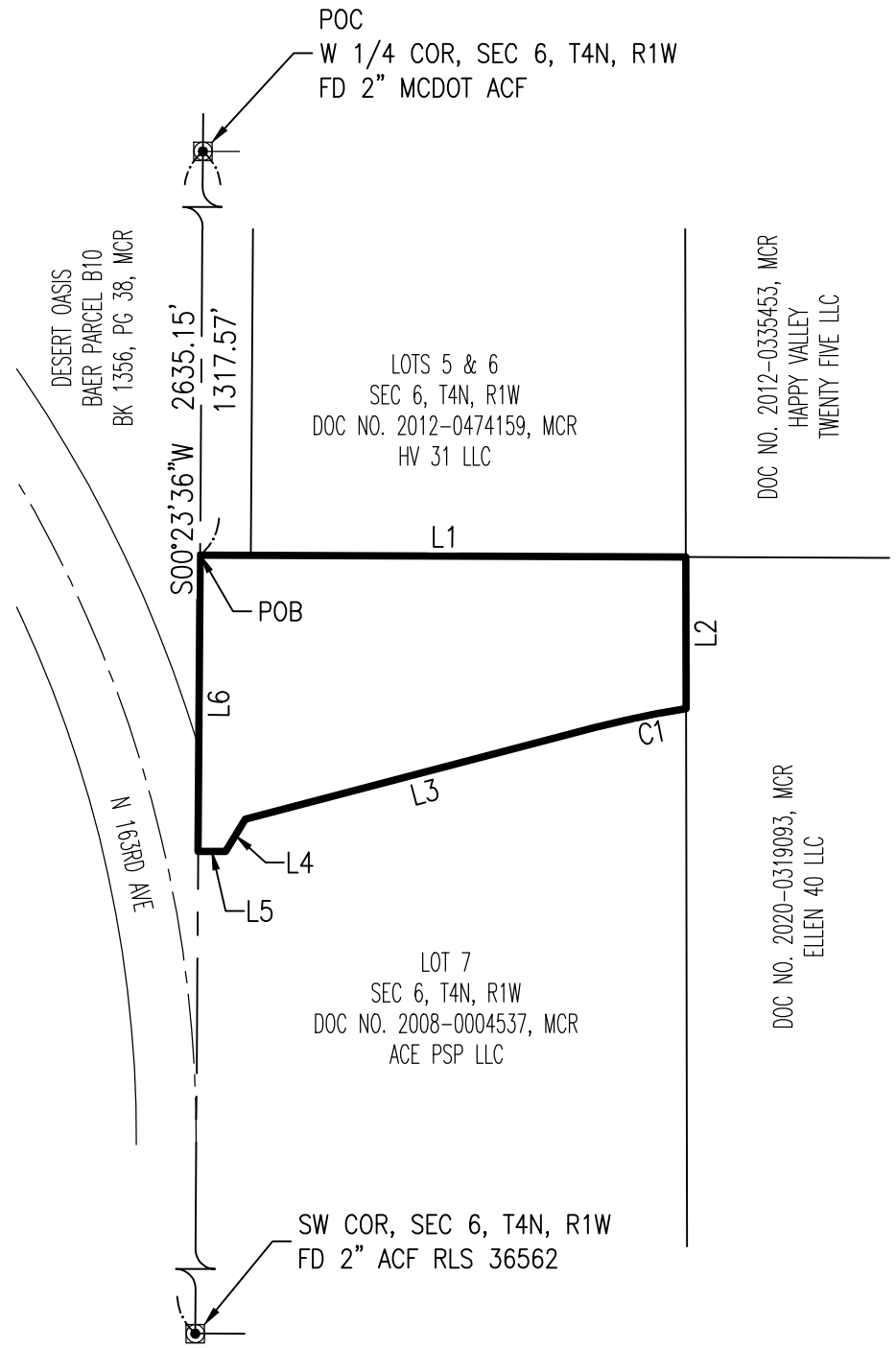
thence South 31 degrees 05 minutes 50 seconds West, 41.01 feet;

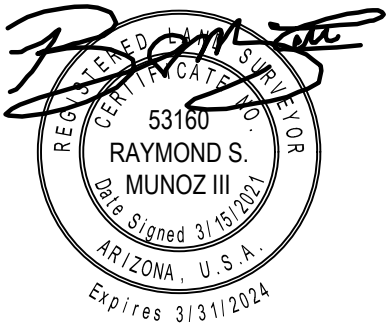
thence North 89 degrees 36 minutes 24 seconds West, 29.88 feet to a point on the West line of said Section 6;

thence along said West line, North 0 degrees 23 minutes 36 seconds East, 321.57 feet to the **POINT OF BEGINNING**.

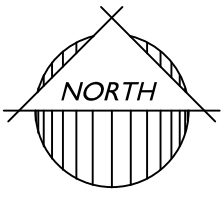
Contains 122,484 square feet or 2.8118 acres, more or less.







LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°46'49"E	527.11'
L2	S00°05'25"E	164.66'
L3	S75°18'54"W	392.68'
L4	S31°05'50"W	41.01'
L5	N89°36'24"W	29.88'
L6	N00°23'36"E	321.57'



SCALE: 1"=200'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	100.79'	964.50'	5°59'14"	50.44'	100.74'	S78°18'31"W

Mar 15, 2021 1:26pm Q:\Projects\2016\16-400\Land Survey\Legals\16-400.3 LD13 Enclave Point Parcel 1A.dwg

16-400.3

Enclave Point
Parcel 1A

Exhibit

EPS GROUP
1130 N Alma School Rd
Ste 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Legal Description
Enclave Point
Parcel 1B

Job No. 16-400.3 3/15/2021

A portion of Lot 7, Section 6, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Southwest Corner of said Section 6, being marked by a 2" aluminum cap flush stamped RLS 36562, from which the West Quarter Corner of said Section 6, being marked by a 2" Maricopa County Department of Transportation aluminum cap flush, bears North 0 degrees 23 minutes 36 seconds East, 2635.15 feet;

thence along the West line of said Section 6, North 0 degrees 23 minutes 36 seconds East, 996.01 feet;

thence South 89 degrees 36 minutes 24 seconds East, 29.88 feet;

thence North 31 degrees 05 minutes 50 seconds East, 41.01 feet;

thence North 75 degrees 18 minutes 54 seconds East, 392.68 feet to the beginning of a curve, concave Southeast, having a radius of 964.50 feet;

thence Northeasterly 100.79 feet along the arc of said curve to the right through a central angle of 5 degrees 59 minutes 14 seconds to a point on the East line of said Lot 7;

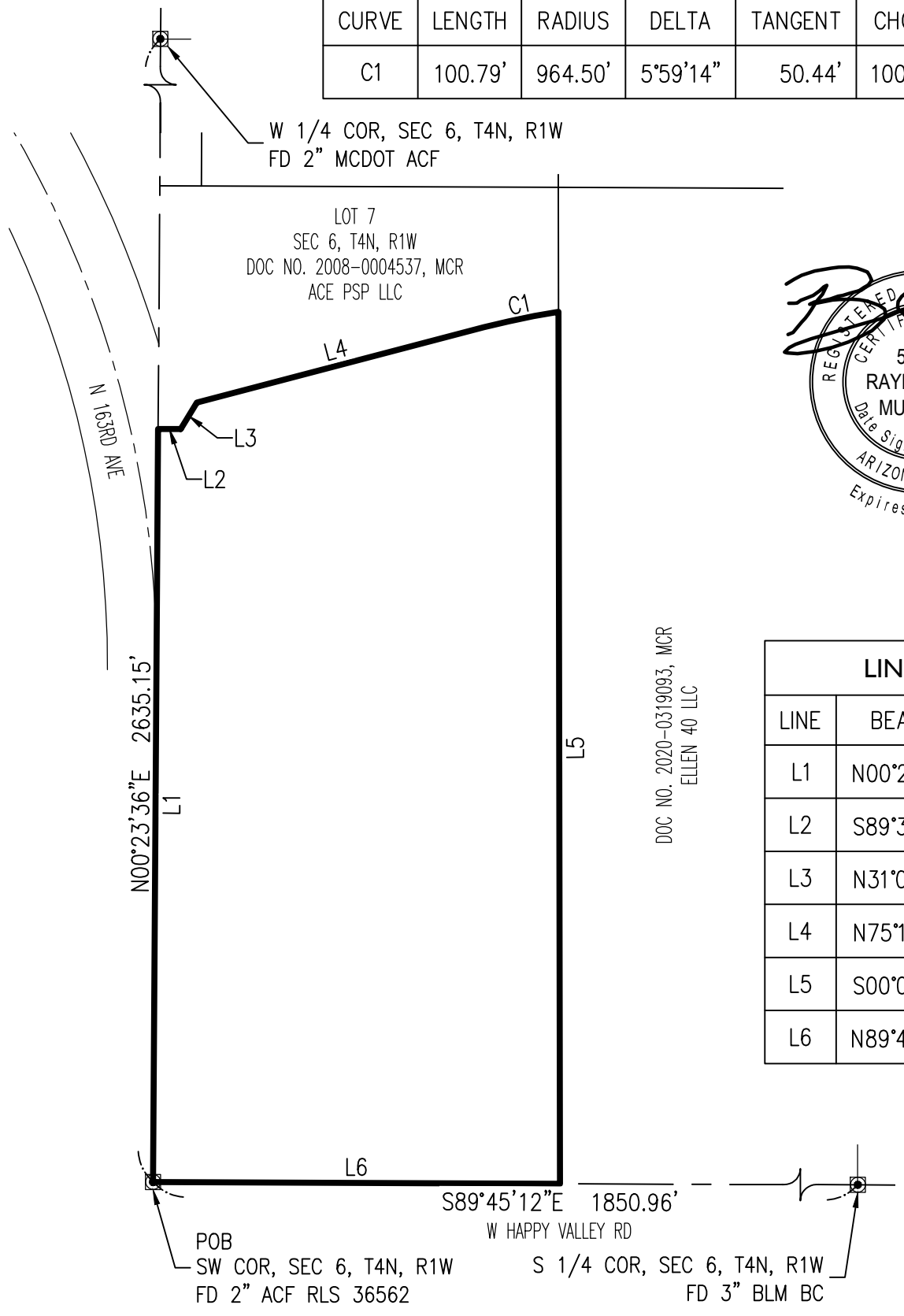
thence along said East line, on a non-tangent line South 0 degrees 05 minutes 25 seconds East, 1153.18 feet to a point on the South line of said Section 6;

thence along said South line, North 89 degrees 45 minutes 12 seconds West, 538.23 feet to the **POINT OF BEGINNING**.

Contains 579,409 square feet or 13.3014 acres, more or less.



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	100.79'	964.50'	5°59'14"	50.44'	100.74'	N78°18'31"E



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
53160
RAYMOND S.
MUNOZ III
Date Signed 3/15/2021
ARIZONA, U.S.A.
Expires 3/31/2024

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°23'36"E	996.01'
L2	S89°36'24"E	29.88'
L3	N31°05'50"E	41.01'
L4	N75°18'54"E	392.68'
L5	S00°05'25"E	1153.18'
L6	N89°45'12"W	538.23'

NORTH

SCALE: 1"=200'

Mar 15, 2021 1:28pm Q:\Projects\2016\16-400\Land Survey\Legals\16-400.3 LD14 Enclave Point Parcel 1B.dwg

16-400.3

Enclave Point
Parcel 1B

Exhibit

EPS GROUP
1130 N Alma School Rd
Ste 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Legal Description
Enclave Point
Parcel 2B

Job No. 16-400.3 3/15/2021

A portion of the Southwest Quarter of Section 6, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southwest Corner of said Section 6, being marked by a 2" aluminum cap flush stamped RLS 36562, from which the South Quarter Corner of said Section 6, being marked by a 3" Bureau of Land Management brass cap, bears South 89 degrees 45 minutes 12 seconds East, 1850.96 feet;

thence along the South line of said Section 6, South 89 degrees 45 minutes 12 seconds East, 538.23 feet to the Southeast Corner of Lot 7 of said Section 6;

thence along the East line of said Lot 7, North 0 degrees 05 minutes 25 seconds West, 152.73 feet to the **POINT OF BEGINNING**;

thence continuing along said East line, North 0 degrees 05 minutes 25 seconds West, 1000.45 feet to the beginning of a non-tangent curve, concave Southerly, from which the radius point bears South 8 degrees 41 minutes 52 seconds East a distance of 964.50 feet;

thence Easterly 150.11 feet along the arc of said curve to the right through a central angle of 8 degrees 55 minutes 03 seconds;

thence South 89 degrees 46 minutes 49 seconds East, 74.82 feet;

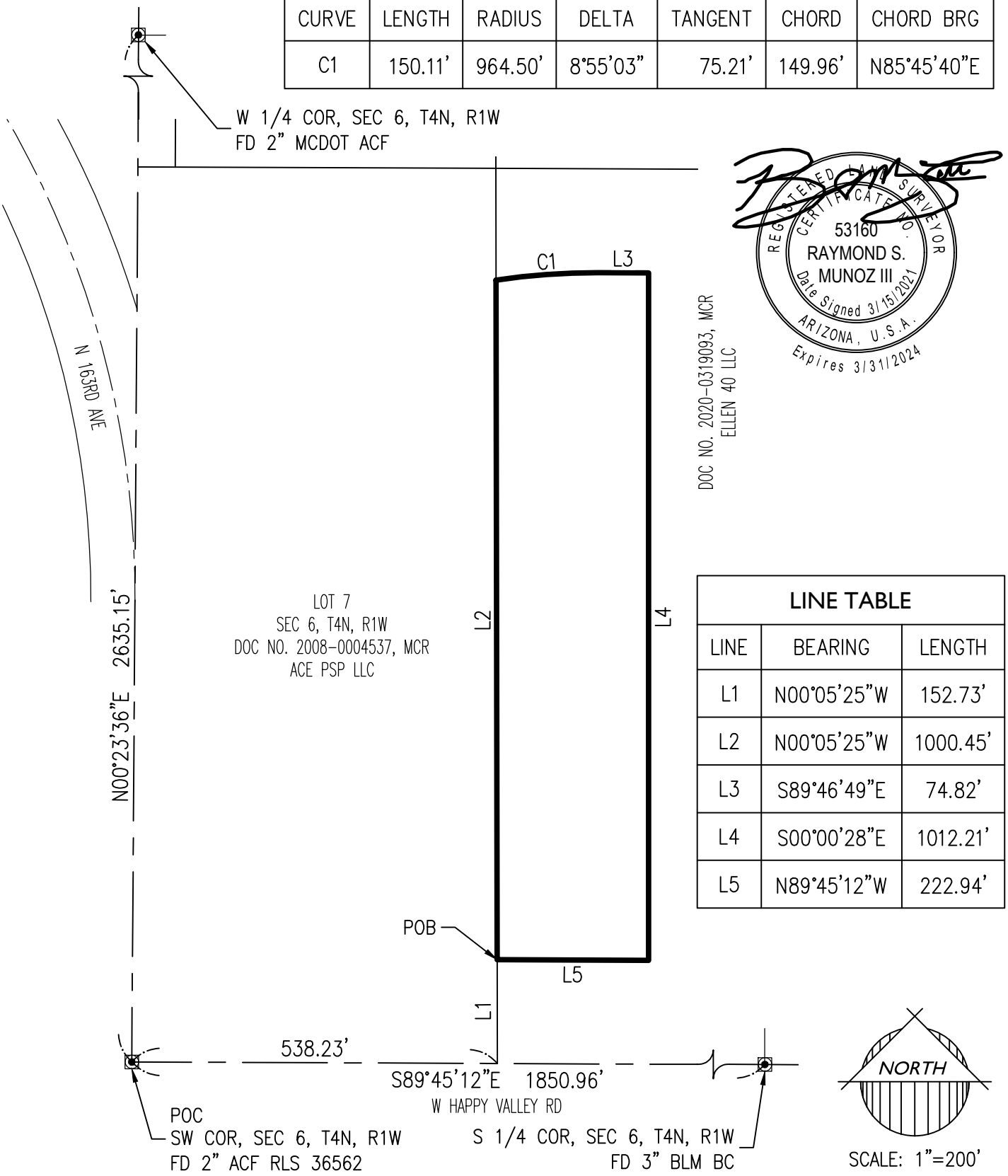
thence South 0 degrees 00 minutes 28 seconds East, 1012.21 feet;

thence North 89 degrees 45 minutes 12 seconds West, 222.94 feet to the **POINT OF BEGINNING**.

Contains 225,802 square feet or 5.1837 acres, more or less.



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	150.11'	964.50'	8°55'03"	75.21'	149.96'	N85°45'40"E



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
53160
RAYMOND S.
MUNOZ III
Date Signed 3/15/2021
ARIZONA, U.S.A.
Expires 3/31/2024

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°05'25"W	152.73'
L2	N00°05'25"W	1000.45'
L3	S89°46'49"E	74.82'
L4	S00°00'28"E	1012.21'
L5	N89°45'12"W	222.94'

NORTH

SCALE: 1"=200'

Mar 15, 2021 1:32pm Q:\Projects\2016\16-400\Land Survey\Legals\16-400.3 LD16 Enclave Point Parcel 2B.dwg

16-400.3

Enclave Point
Parcel 2B

Exhibit

EPS GROUP
1130 N Alma School Rd
Ste 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

ENCLAVE POINT

CONCEPTUAL SITE PLAN

Exhibit D

Enclave Point Parcel 1A

Enclave Point Parcel 1B and Parcel 2B

ELLEN RANCH
CONCEPTUAL SITE PLAN

PALOMA CREEK DRIVE

N. 163RD AVE

N. 159TH AVE

HAPPY VALLEY ROAD

DRAINAGE CHANNEL

DRAINAGE CHANNEL

CHANNEL

MODEL HOMES

SINGLE FAMILY

SINGLE FAM

Open Space

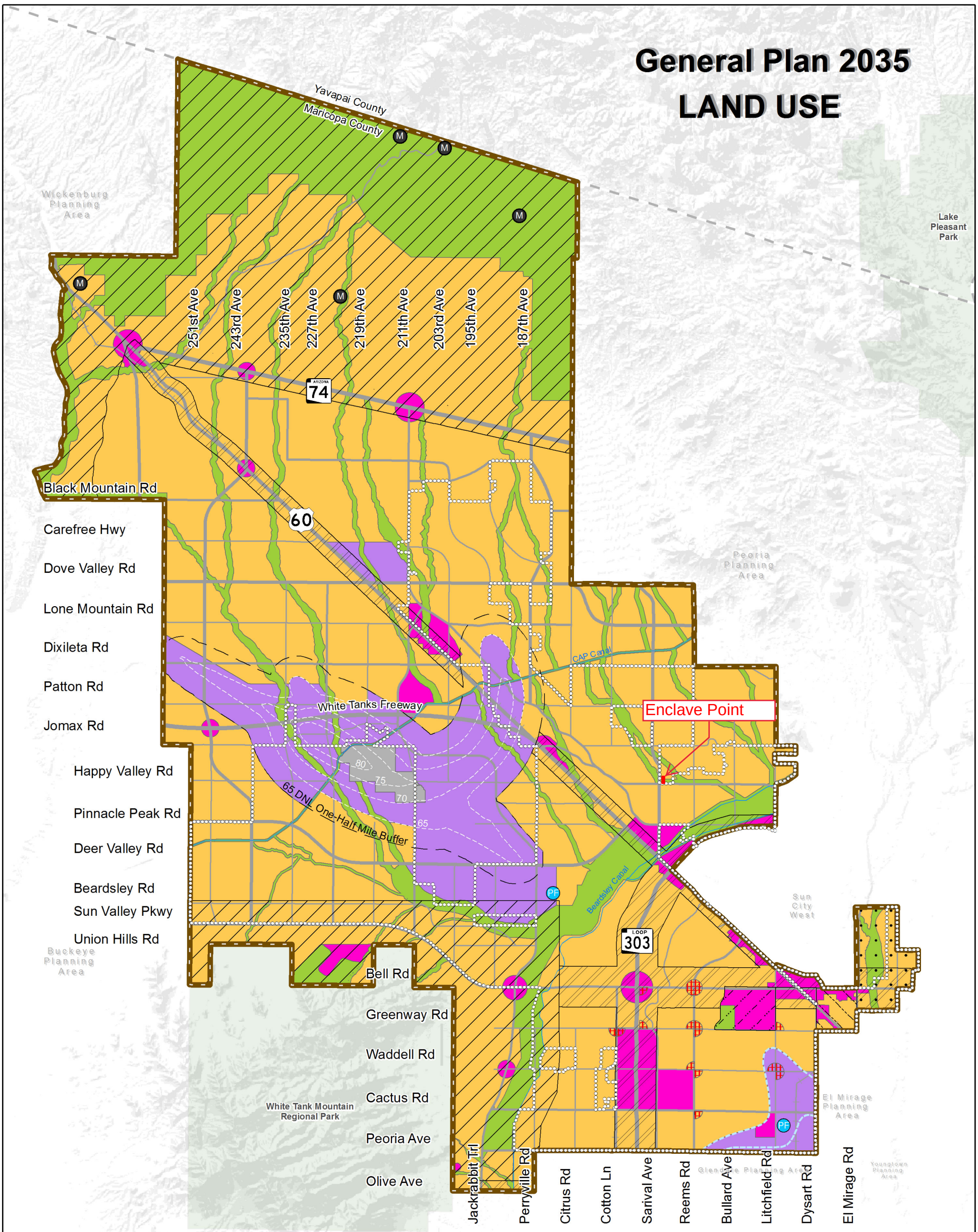
Emergency Access

NORTH

12/28/2020

WALSH DESIGN GROUP
JOE WALSH
6106 E. ROSE CIRCLE DRIVE
PHOENIX, AZ 85018
(602) 619-7581
Landoc@cox.net

General Plan 2035
LAND USE



Character Areas

- Neighborhood
  - *Rural*
  - *Suburban*
  - *Urban*
- Commerce & Office
  - *Mixed Use: Residential*
  - *Mixed Use: Commercial*
  - *Regional Commercial*
  - *Commercial Office*
- Employment
  - *Business Park*
  - *Industrial*
- Open Space
  (As described on page 53)

Sub Areas

- Luke Compatibility District
- Scenic Lands Development
- Surprise Center District
- Surprise Heritage District
- Transit Oriented Development District
- Aggregate Resource Areas

Features

- Planning Area
- Aux 1 Noise Contours
- Luke AFB Noise Contours
- Canals
- Military
- Existing Community Commercial
- Public Facility
- Mining

Circulation

- Freeway
- Parkway
- Major Arterial
- Minor Arterial
- BNSF Rail

N

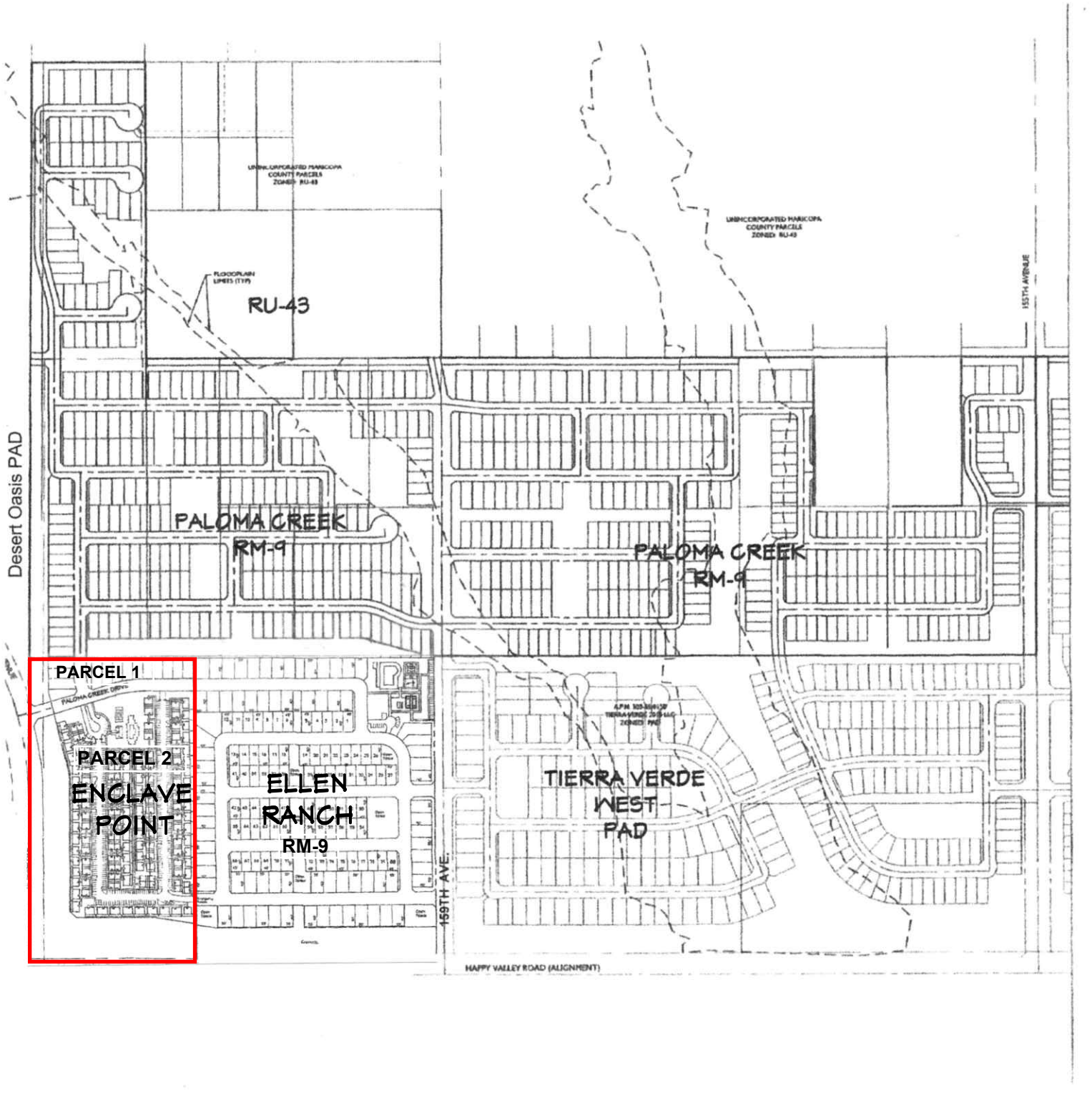
0 1 2 Miles

Michael Baker INTERNATIONAL

SURPRISE ARIZONA

Exhibit F

ENCLAVE POINT AND SURROUNDING PLANNED AREA DEVELOPMENTS



TIFFANY & BOSCO P.A.

Enclave Point Rezone

Citizen Participation Plan

May 5, 2021

Background

The City of Surprise (City) requires a citizen participation process and report for applications such as this PAD amendment. The purpose of the citizen review process is to:

Ensure that applicants pursue early and effective citizen participation in conjunction with their applications, giving them the opportunity to understand and try to mitigate any real or perceived impacts their application may have on the community;

Ensure that the citizens and property owners of the city have an adequate opportunity to learn about applications that may affect them and to work with applicants to resolve concerns at an early stage of the process; and

Facilitate ongoing communication between the applicant, interested citizens and property owners, city staff, and elected officials throughout the application review process.

The citizen review process is not intended to produce complete consensus on all applications, but to encourage applicants to be good neighbors and to allow for informed decision-making.

Enclave Point Citizen Participation Plan & Report

Enclave Point at Paloma Creek PUD is Located at the northeast corner of Happy Valley Road and 163rd Avenue, Enclave Point is a 21.2969 gross acre proposed High Density and Medium Density Residential development adjacent to Paloma Creek PUD to the north and Ellen Ranch PUD to the east. Applicant is requesting a zone change for Enclave Point Parcel 1A - 2.8118 gross acres from Residential Ranch (RR) to RM-9 PUD, Enclave Point Parcel 2A - 13.3014 gross acres from Residential Ranch (RR) to RH-15 PUD, and Enclave Point Parcel 2B - 5.1837 gross acres of Ellen Ranch from RM-9 PUD to RH-15 PUD.

We met the City's notification requirements, which are:

- Notice of the citizen review meeting shall be provided by the planning and zoning division in the form of a public notice to the following, when applicable:
    - The notice shall be published at least once in a newspaper of general circulation published or circulated in the municipality at least 15 days prior to the meeting date. **City initiated.**

- For applications involving rezoning of land which abuts other municipalities or unincorporated areas of the county or a combination thereof, copies of the notice shall be transmitted to the planning agency of such governmental unit butting such land. **City initiated.**
- For applications involving rezoning, subdividing, planned unit developments, site plans with uses permitted on a conditional basis, and legislative matters, all real property owners within a 200-foot or 300-foot radius, the city shall send copies of the notice by first class mail, no less than seven days prior to the hearing. We noticed at 300 feet. **City initiated.**
- Any village committee or special community group which is located in the area of the proposed public hearing request or has considerable interest in the nature of the application; **See City initiated list.**
- The head of any homeowner's association or registered neighborhood within the public notice area established in item (3) indicated above. **See City initiated list.**

Site Posting

The site was posted on April 15, 2021 to alert interested citizens and stakeholders of our upcoming combined virtual and in-person open house on May 3, 2021. The photographs of the signs and affidavit are attached at ***Tab 1***. The signs do not have the anticipated Planning & Zoning Commission and City Council hearings dates and will be updated as we learn these dates.

Participation Report.

After the notices were sent by staff and the site was posted, we did not field any telephone calls or emails of concern regarding the rezoning case. We held the combined virtual and in-person open house on Go-to-Meetings while we were in actual attendance at the Asante Prep. Academy School located 23251 N. 166th Drive in Surprise at 6:00 pm. During the open house, there were approximately fifteen (15) in-person attendees and approximately fourteen (14) people who participated virtually. The sign-in sheets are attached at ***Tab 2***. The discussion was primarily between the in-person attendees, the applicant, the owners, Kent Xander and John Wittrock, Lloyd Abrams, City's Asst. Planning Director and Councilman Winters. The discussion included the following topics/opinions from the in-person participants:

- The meeting attendees were generally not in favor of the proposed rezoning
- Traffic and under-built roadways were the over-riding concern of the attendees
- Attendees also expressed concerns about low-income housing, rental product, and property values
- There was also discussion about public safety concerns, impact fees and city infrastructure

After our discussion, we felt the participants were able to express their concerns, questions, and opinions throughout the open house. Smaller discussion groups broke off after the conclusion of the in-person open house.

City staff required a hybrid meeting with virtual attendees. The virtual attendees heard the same development proposal presentation but lacked the discussion between the applicant and owners that the in-person group accomplished. We attempted to discuss any questions and concerns with the virtual attendees towards the end of the meeting time. There was some interaction, but we feel the virtual attendees did not have the same access to the applicant and owners as the in-person group. We offered individual calls and emails to each of the virtual attendees to make up for their lack of 'full' participation in the open house. We offered our phone numbers and email addresses for the virtual attendees to follow up with the applicants and owner with any questions they may have after the completion of the open house.

There was only one (1) comment card left behind which is attached at ***Tab 3***. We have committed to working through many of the discussion points during the virtual open house and we will continue to follow up with the in-person and virtual attendees if requested. We have been working cooperatively with City staff on the rezone request and will continue to work towards public hearings on the proposed request. If we are contacted by any neighbors or stakeholders after we have submitted this citizen participation report to the City, we will reach out to them and provide updates to the City staff with an amended report.

TAB 1


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: May 3, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr., Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 North Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 North Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-enclave-point
You can also dial in using your phone.
United States: +1 (872) 240-3212 Access Code: 401-557-701
Project Name: Enclave Point
Case number: FS21-026
Request:The applicant is requesting approval of the following:
Case FS21 - 026 Rezone approx. 21.3 gross acres from Residential Ranch (RR) to RH-15 (Residential High Density) PUD and RM-9 PUD (Medium High Density) and Rezone from RM-9 PUD to RH-15 (Residential High Density)
For more information and to confirm dates, call: 623- 222-3011
Surpriseaz.gov
VICINITY MAP
4/15/21 13:35:30


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: May 3, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr., Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 North Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 North Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-enclave-point
You can also dial in using your phone.
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For more information and to confirm dates, call: 623- 222-3011
Surpriseaz.gov
VICINITY MAP
4/15/21 13:35:49


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: May 3, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr., Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 North Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 North Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-enclave-point
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United States: +1 (872) 240-3212 Access Code: 401-557-701
Project Name: Enclave Point
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For more information and to confirm dates, call: 623- 222-3011
Surpriseaz.gov
VICINITY MAP
4/15/21 13:39:54


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: May 3, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr., Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 North Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 North Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-enclave-point
You can also dial in using your phone.
United States: +1 (872) 240-3212 Access Code: 401-557-701
Project Name: Enclave Point
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Request:The applicant is requesting approval of the following:
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For more information and to confirm dates, call: 623- 222-3011
Surpriseaz.gov
VICINITY MAP
4/15/21 13:40:19

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING
(Sign modification)

Application No: FS21-026

Applicant Name: _____.

Location: Northeast corner of 163rd Ave and Happy Valley

Date Site Posted: April 12, 2021 sign modified: April 15th, 2021

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Maria Hitt — 4-15-2021
Applicant/Representative Signature — Date

This instrument was acknowledged before me on this 15th day of April, 2021, and by Maria Hitt. I witness whereof I hereunto set my hand and official seal.

MaryBeth Conrad
Notary Public

10.25.2024
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning andZoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*



TAB 2

FS21-026
Enclave Point
Applicant: Tiffany Bosco, P.A.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 5/3/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
Robin Marsaw	[redacted]		
Sandy Marsaw			
Heather Wright			
DANA WRIGHT			
ARMANDO BAHR			

FS21-026
Enclave Point
Applicant: Tiffany Bosco, P.A.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 5/3/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
Tammy Graffi	[redacted]		
Greg Graffi			
J.E. Griffis			

FS21-026
Enclave Point
Applicant: Tiffany Bosco, P.A.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 5/3/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
Sue Tingle	[redacted]		
Andy Cepon			

FS21-026
Enclave Point
Applicant: Tiffany Bosco, P.A.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 5/3/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
Robert C Winters Jr	[redacted]		

TAB 3

COMMENT CARD

NAME: Andy Cepon

ADDRESS: [redacted] Surprise 85388

COMMENT: Support this project. the City needs more housing options.

Please Send Comment Card or Contact Us with Additional Comments or Questions

Kurt Jones
2525 E Camelback Road – Seventh Floor
Phoenix, AZ 85016
602-452-2729, kajones@tblaw.com


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: May 3, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr., Surprise, AZ 85387
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-enclave-point
You can also dial in using your phone.
United States: +1 (872) 240-3212 Access Code: 401-557-701
Planning & Zoning
Date: June 17, 2021
Time: 6:00 P.M.
Location: 16000 North Civic Center Plaza Surprise, AZ 85374
City Council
Date: August 17, 2021
Time: 6:00 P.M.
Location: 16000 North Civic Center Plaza Surprise, AZ 85374
Project Name: Enclave Point
Case number: FS21-026
Request:The applicant is requesting approval of the following:
Case FS21 - 026 Rezone approx. 21.3 gross acres from Residential Ranch (RR) to RH-15 (Residential High Density) PUD and RM-9 PUD (Medium High Density) and Rezone from RM-9 PUD to RH-15 (Residential High Density)
For more information and to confirm dates, call: 623- 222-3011
Surpriseaz.gov
VICINITY MAP
JOMAX ROAD
HAPPY VALLEY ROAD (ALIGNMENT)
5/26/21 11:45:47


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: May 3, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr., Surprise, AZ 85387
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-enclave-point
You can also dial in using your phone.
United States: +1 (872) 240-3212 Access Code: 401-557-701
Planning & Zoning
Date: June 17, 2021
Time: 6:00 P.M.
Location: 16000 North Civic Center Plaza Surprise, AZ 85374
City Council
Date: August 17, 2021
Time: 6:00 P.M.
Location: 16000 North Civic Center Plaza Surprise, AZ 85374
Project Name: Enclave Point
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Request:The applicant is requesting approval of the following:
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For more information and to confirm dates, call: 623- 222-3011
Surpriseaz.gov
VICINITY MAP
5/26/21 11:46:23


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: May 3, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr., Surprise, AZ 85387
To participate virtually, please see below:
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United States: +1 (872) 240-3212 Access Code: 401-557-701
Planning & Zoning
Date: June 17, 2021
Time: 6:00 P.M.
Location: 16000 North Civic Center Plaza Surprise, AZ 85374
City Council
Date: August 17, 2021
Time: 6:00 P.M.
Location: 16000 North Civic Center Plaza Surprise, AZ 85374
Project Name: Enclave Point
Case number: FS21-026
Request:The applicant is requesting approval of the following:
Case FS21 - 026 Rezone approx. 21.3 gross acres from Residential Ranch (RR) to RH-15 (Residential High Density) PUD and RM-9 PUD (Medium High Density) and Rezone from RM-9 PUD to RH-15 (Residential High Density)
For more information and to confirm dates, call: 623- 222-3011
Surpriseaz.gov
VICINITY MAP
JOMAX ROAD
HAPPY VALLEY ROAD (ALIGNMENT)
5/26/21 11:50:52


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: May 3, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr., Surprise, AZ 85387
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-enclave-point
You can also dial in using your phone.
United States: +1 (872) 240-3212 Access Code: 401-557-701
Planning & Zoning
Date: June 17, 2021
Time: 6:00 P.M.
Location: 16000 North Civic Center Plaza Surprise, AZ 85374
City Council
Date: August 17, 2021
Time: 6:00 P.M.
Location: 16000 North Civic Center Plaza Surprise, AZ 85374
Project Name: Enclave Point
Case number: FS21-026
Request:The applicant is requesting approval of the following:
Case FS21 - 026 Rezone approx. 21.3 gross acres from Residential Ranch (RR) to RH-15 (Residential High Density) PUD and RM-9 PUD (Medium High Density) and Rezone from RM-9 PUD to RH-15 (Residential High Density)
For more information and to confirm dates, call: 623- 222-3011
Surpriseaz.gov
VICINITY MAP
5/26/21 11:51:22

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING
(Sign modification)

Application No: FS21026

Applicant Name: _____.

Location: Northeast corner of 163rd Ave and Happy Valley

Date Site Posted: April 12, 2021 sign modified: May 26th, 2021

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Maria Hitt — 5-26-2021
Applicant/Representative Signature — Date

This instrument was acknowledged before me on this 26th day of May, 2021, and by Maria Hitt. I witness whereof I hereunto set my hand and official seal.

MaryBeth Conrad
Notary Public

10-25-2024
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning andZoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024

ORDINANCE # 2021-14

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE WITH A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY FOR ENCLAVE POINT, GENERALLY LOCATED AT THE NORTHEAST CORNER OF 163rd AVENUE AND HAPPY VALLEY ROAD.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is generally located at the northeast corner of 163rd Avenue and Happy Valley Road;

WHEREAS, the subject site is currently zoned as Residential Ranch (RR) and Residential Medium Density with a Planned Unit Development Overlay (RM-9 PUD);

WHEREAS, the proposed rezone with PUD overlay district is authorized by and satisfies the requirements of Surprise Municipal Code §122-68;

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, this rezone with PUD overlay is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

WHEREAS, on June 17, 2021, the Planning and Zoning Commission recommended approval of the Enclave Point rezone with PUD overlay.

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

Section 1a. *Rezoning with PUD overlay.* The parcel legally described on ***Exhibit A1*** and depicted on ***Exhibit A2***, known as Enclave Point Parcel 1B, is rezoned from Residential Ranch (RR) to Residential High Density with Planned Unit Development Overlay (RH-15 PUD) amending development standards and limiting residential density to 13.58 dwelling units per acre subject to the stipulations outlined in Section 2 herein;

Section 1b. *Rezoning with PUD overlay.* The parcel legally described on ***Exhibit B1*** and depicted on ***Exhibit B2***, known as Enclave Point Parcel 1A, is rezoned from Residential Ranch (RR) to Residential Medium Density with a Planned Unit Development Overlay (RM-9 PUD) amending development standards and limiting residential density to 3.20 dwelling units per acre subject to the stipulations outlined in Section 2 herein;

Section 1c. *Rezoning with PUD overlay.* The parcel legally described on ***Exhibit C1*** and depicted on ***Exhibit C2***, known as Enclave Point Parcel 2B, is rezoned from Residential Medium Density with a Planned Unit Development Overlay (RM-9 PUD) to Residential High Density with Planned Unit Development Overlay (RH-15 PUD) amending development standards and limiting residential density to 13.58 dwelling units per acre subject to the stipulations outlined in Section 2 herein;

Section 2. *Stipulations of Approval.* The rezoning of Parcels 1B, 1A, and 2B as depicted in Sections 1a, 1b, and 1c above are subject to the stipulations of approval as outlined below:

a. Development and use of the site shall be consistent with the rezone narrative entitled "Enclave Point Rezone", prepared by Kent A. Xander and received April 5, 2021.

b. Prior to the City recording a final plat or approving a site plan or building permit within the property, the applicant shall provide the City with a Notice of Payment from William Lyon Homes, Inc., that the Happy Valley West ("HVW") Buy-in Fee, the Happy Valley East ("HVE") Buy-in Fee, the Water Buy-in Fee, and the Sewer Buy-in Fee, as applicable, all as described in the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement), as amended, have been paid.

c. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

d. All residential units within the bungalow style complex within Parcel 1B and Parcel 2B shall be limited to single story units only.

e. The maximum number of dwelling units within Parcel 1B and Parcel 2B collectively shall be limited to 160.

Section 3. *Amendment of Zoning Map.* The City of Surprise zoning map is herewith amended to reflect the change in districts referred to in Sections 1a, 1b, and 1c above.

Section 4. *Codification.* This ordinance is not of a general nature and will not be codified.

Section 5. *Repeal of Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

Section 6. *Severability.* If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the

decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 7. *Effective Date.* This ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED this_____day of _____2021.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT "A1"

DESCRIPTION

ENCLAVE POINT PARCEL 1B

REZONE FROM RESIDENTIAL RANCH (RR) to RESIDENTIAL HIGH DENSITY with a PLANNED UNIT DEVELOPMENT OVERLAY (RH-15 PUD)

A portion of Lot 7, Section 6, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

BEGINNING at the southwest corner of said Section 6 from which the West Quarter Corner of said Section 6 bears North 00°23'36" East 2635.15 feet;

Thence along the west line of the southwest quarter of said Section 6 North 00°23'36" East 996.01 feet;

Thence South 89°36'24" East 29.88 feet;

Thence North 31°05'50" East 41.01 feet;

Thence North 75°18'54" East 392.68 feet to the beginning of a curve, concave southeasterly, having a radius of 964.50 feet;

Thence northeasterly, along the arc of said curve through a central angle of 05°59'14" a distance of 100.79 feet to a point on the east line of said Lot 7;

Thence along said east line South 00°05'25" East 1153.18 feet to a point on the south line of said Section 6;

Thence along said south line North 89°45'12" west 538.23 feet to the POINT OF BEGINNING.

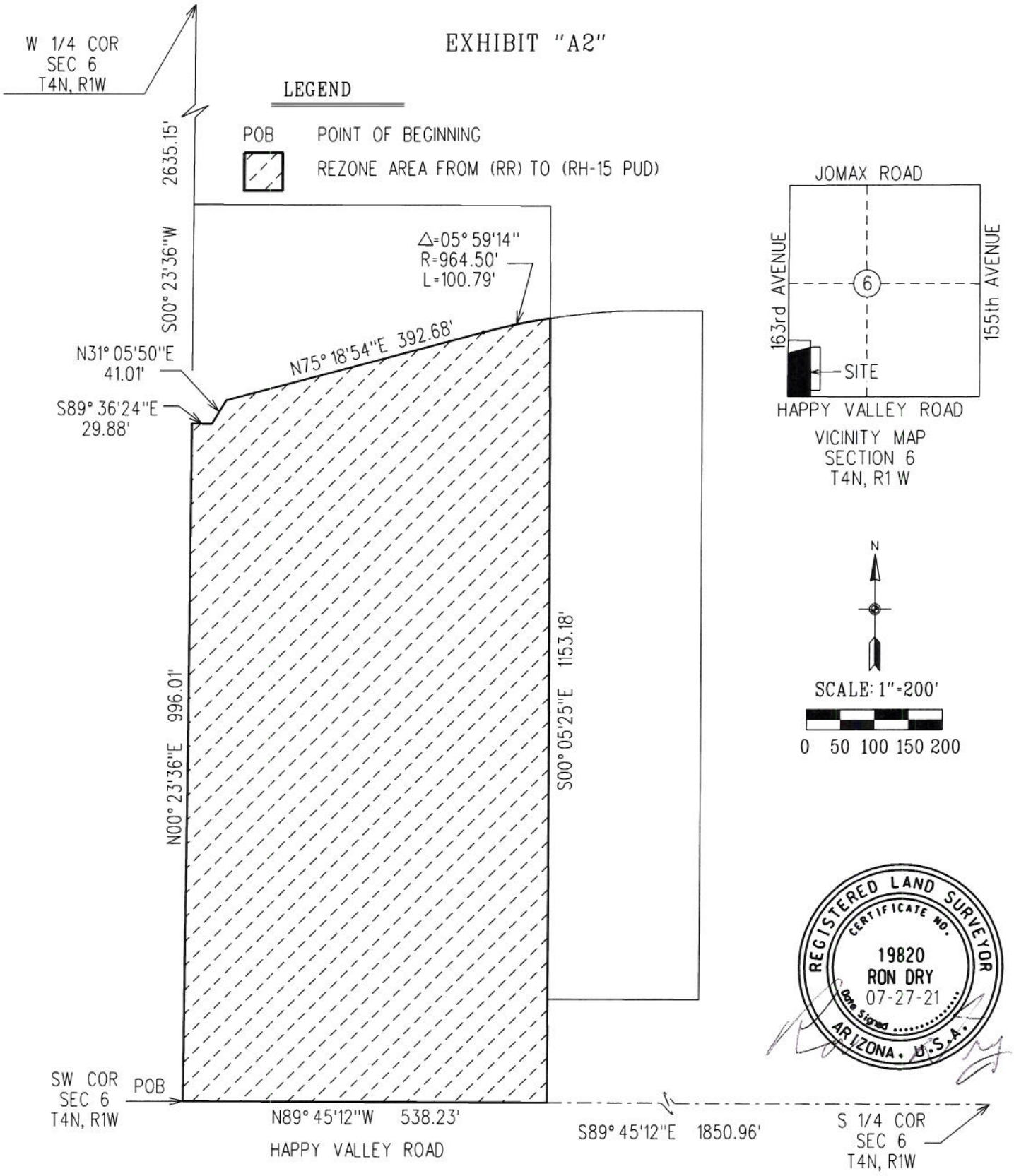
Containing 13.3014 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT "A2"



ENCLAVE POINT PARCEL 1B REZONE from RURAL RESIDENTIAL (RR) to RESIDENTIAL HIGH DENSITY with a PLANNED UNIT DEVELOPMENT OVERLAY (RH-15 PUD)	SURPRISE ARIZONA	CITY OF SURPRISE LAND SURVEY DEPARTMENT	
PROJECT # 21027	DRAWN BY RCD	DATE 07-27-21	SHEET 1 OF 1

EXHIBIT "B1"

DESCRIPTION

ENCLAVE POINT PARCEL 1A

REZONE FROM RESIDENTIAL RANCH (RR) to RESIDENTIAL MEDIUM DENSITY with a PLANNED UNIT DEVELOPMENT OVERLAY (RM-9 PUD)

A portion of Lot 7, Section 6, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the West Quarter Corner of said Section 6 from which the Southwest Corner of said Section 6 bears South 00°23'36" West 2635.15 feet;

Thence along the west line of the southwest quarter of said Section 6, South 00°23'36" West 1317.57 feet to the Northwest Corner of said Lot 7 and the POINT OF BEGINNING;

Thence along the north line of said Lot 7 South 89°46'49" East 527.11 feet to the Northeast Corner thereof;

Thence along the east line of said Lot 7 South 00°05'25" East 164.66 feet to the beginning of a non-tangent curve, concave Southeasterly, the center of which lies South 08°41'52" East 964.50 feet;

Thence southwesterly, along the arc of said curve, through a central angle of 05°59'14" a distance of 100.79 feet;

Thence South 75°18'54" West 392.68 feet;

Thence South 31°05'50" West 41.01 feet;

Thence North 89°36'24" West 29.88 feet to a point on the west line of said Section 6;

Thence along said line North 00°23'36" East 321.57 feet to the POINT OF BEGINNING.

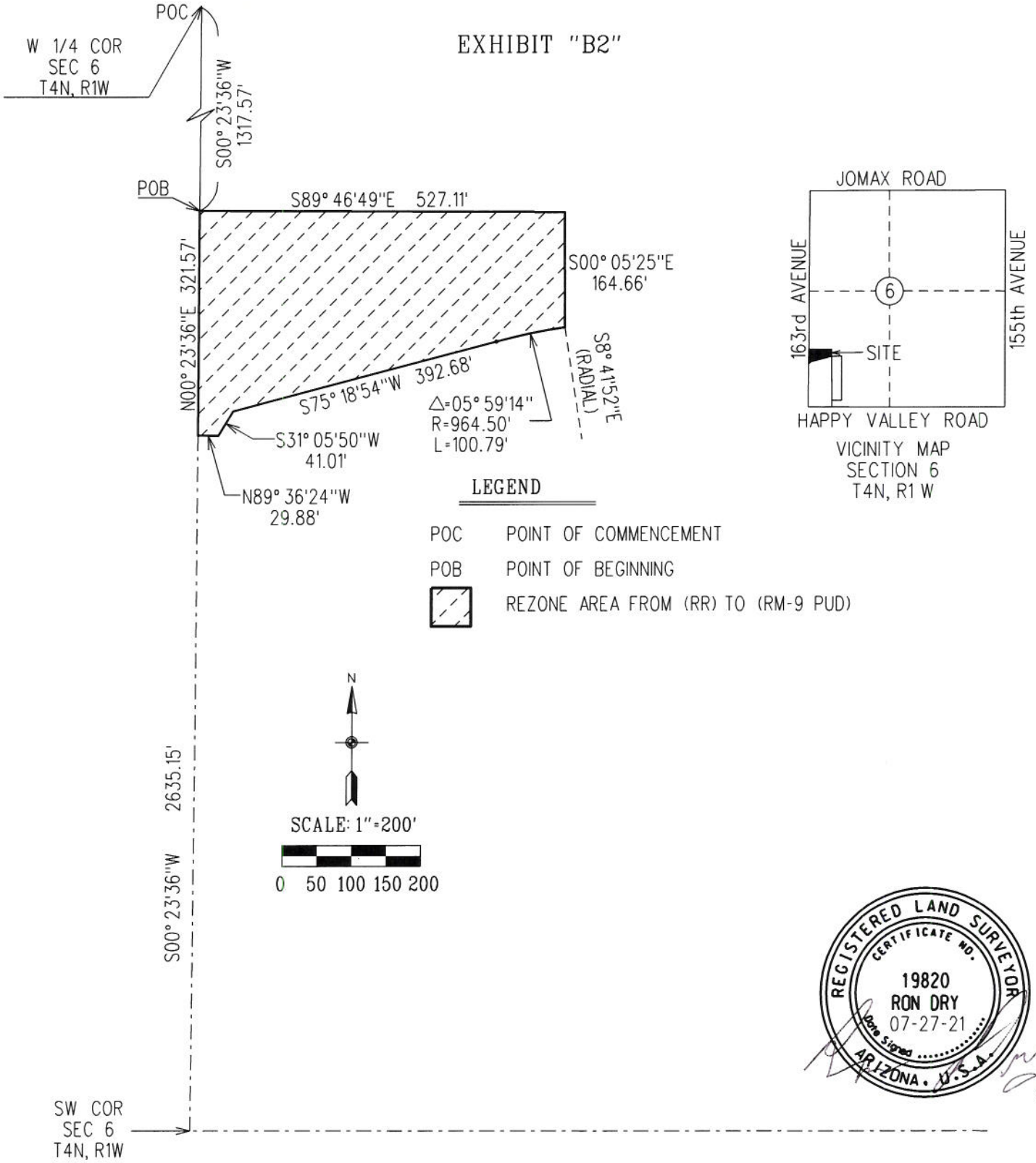
Containing 2.8118 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT "B2"



ENCLAVE POINT PARCEL 1A
REZONE from RURAL RESIDENTIAL (RR)
to RESIDENTIAL MEDIUM DENSITY with a
PLANNED UNIT DEVELOPMENT OVERLAY (RM-9 PUD)

SURPRISE
ARIZONA

CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 21027	DRAWN BY RCD	DATE 07-27-21	SHEET 1 OF 1

EXHIBIT "C1"

DESCRIPTION

ENCLAVE POINT PARCEL 2B

REZONE from RESIDENTIAL MEDIUM DENSITY with a PLANNED UNIT DEVELOPMENT OVERLAY (RM-9 PUD) to RESIDENTIAL HIGH DENSITY with a PLANNED UNIT DEVELOPMENT OVERLAY (RH-15 PUD)

A portion of the Southwest Quarter Section 6, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the Southwest Corner of said Section 6 from which the South Quarter Corner of said Section 6 bears South 89°45'12" West 1850.96 feet;

Thence along the south line of said Section 6 South 89°45'12" East 538.23 feet to the Southeast Corner of Lot 7 of said Section 6;

Thence along the east line of said Lot 7 North 00°05'25" West 152.73 feet to the POINT OF BEGINNING;

Thence continuing along said east line North 00°05'25" West 1000.45 feet to the beginning of a non-tangent curve, concave southerly, the center of which lies South 08°41'52" East 964.50 feet;

Thence easterly along the arc of said curve, through a central angle of 08°55'03" a distance of 150.11 feet;

Thence South 89°46'49" East 74.82 feet;

Thence South 00°00'28" East 1012.21 feet;

Thence North 89°45'12" West 222.94 feet to the POINT OF BEGINNING.

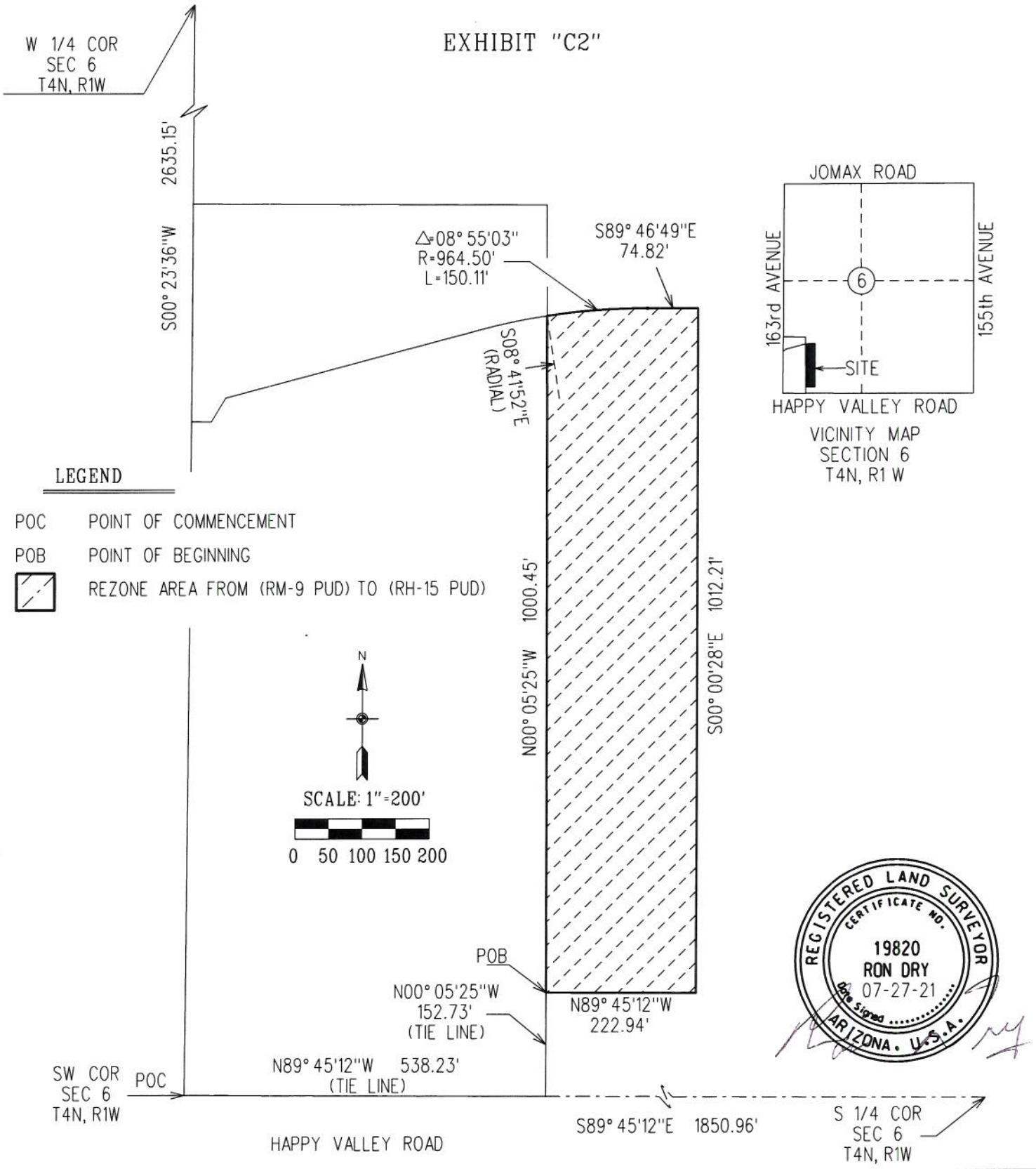
Containing 5.1837 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT "C2"



ENCLAVE POINT PARCEL 2B
REZONE from RESIDENTIAL MEDIUM DENSITY with a PLANNED UNIT DEVELOPMENT OVERLAY (RM-9 PUD) to RESIDENTIAL HIGH DENSITY with a PLANNED UNIT DEVELOPMENT OVERLAY (RH-15 PUD)

SURPRISE
ARIZONA

CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 21027	DRAWN BY RCD	DATE 07-27-21	SHEET 1 OF 1

SURPRISE
ARIZONA

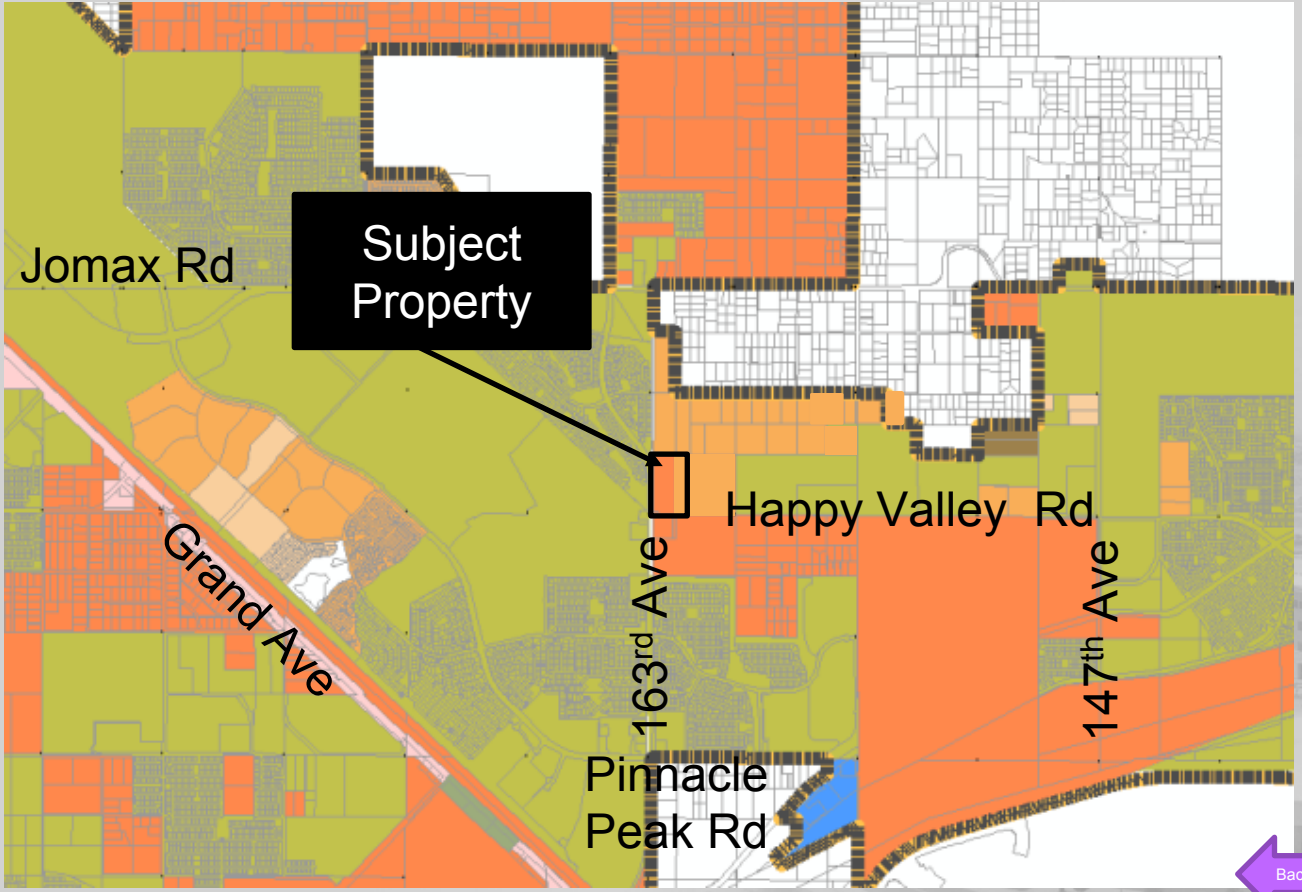
City Council

August 17, 2021

FS21-026 Enclave Point Rezone

End

FS21-026 Vicinity Map



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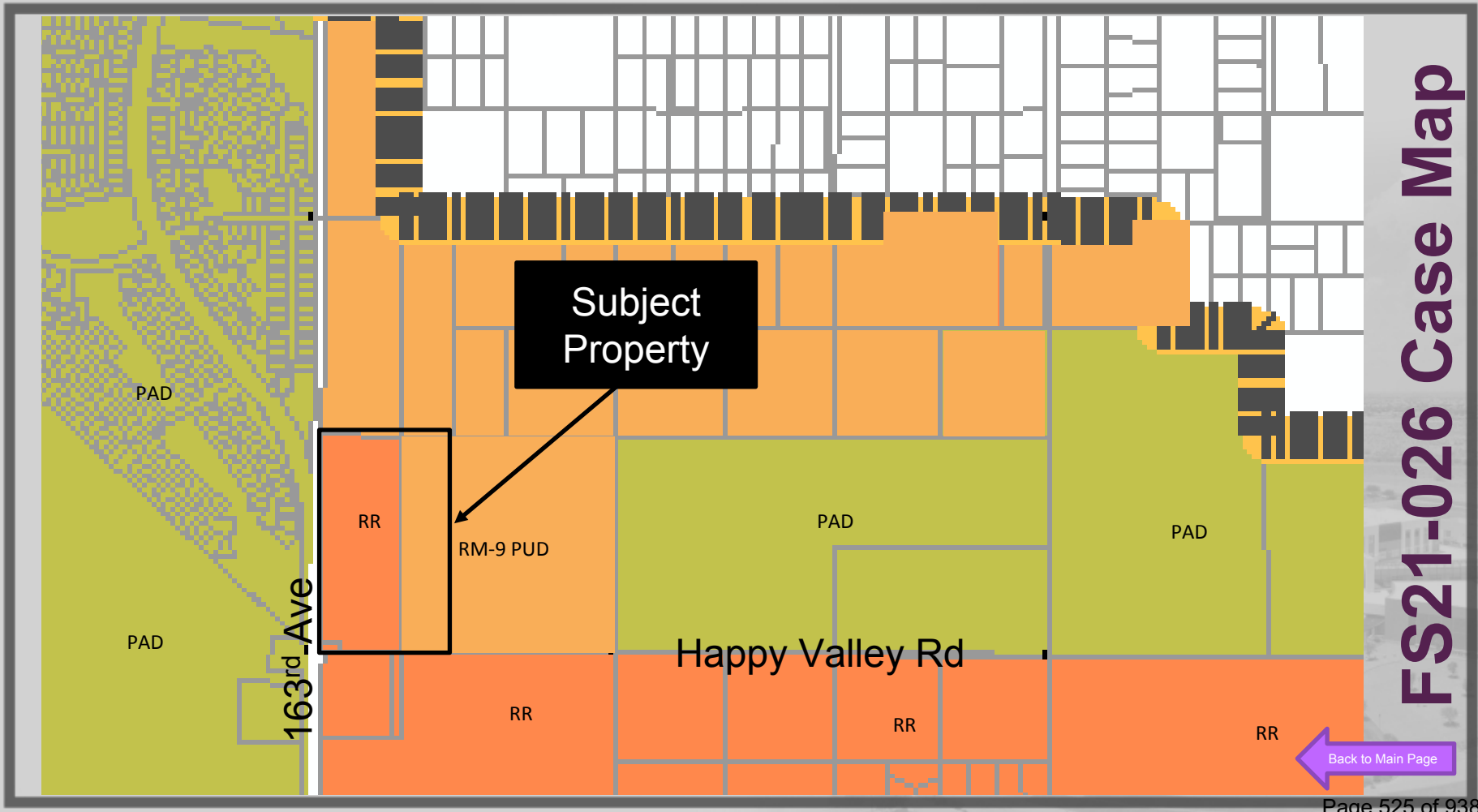
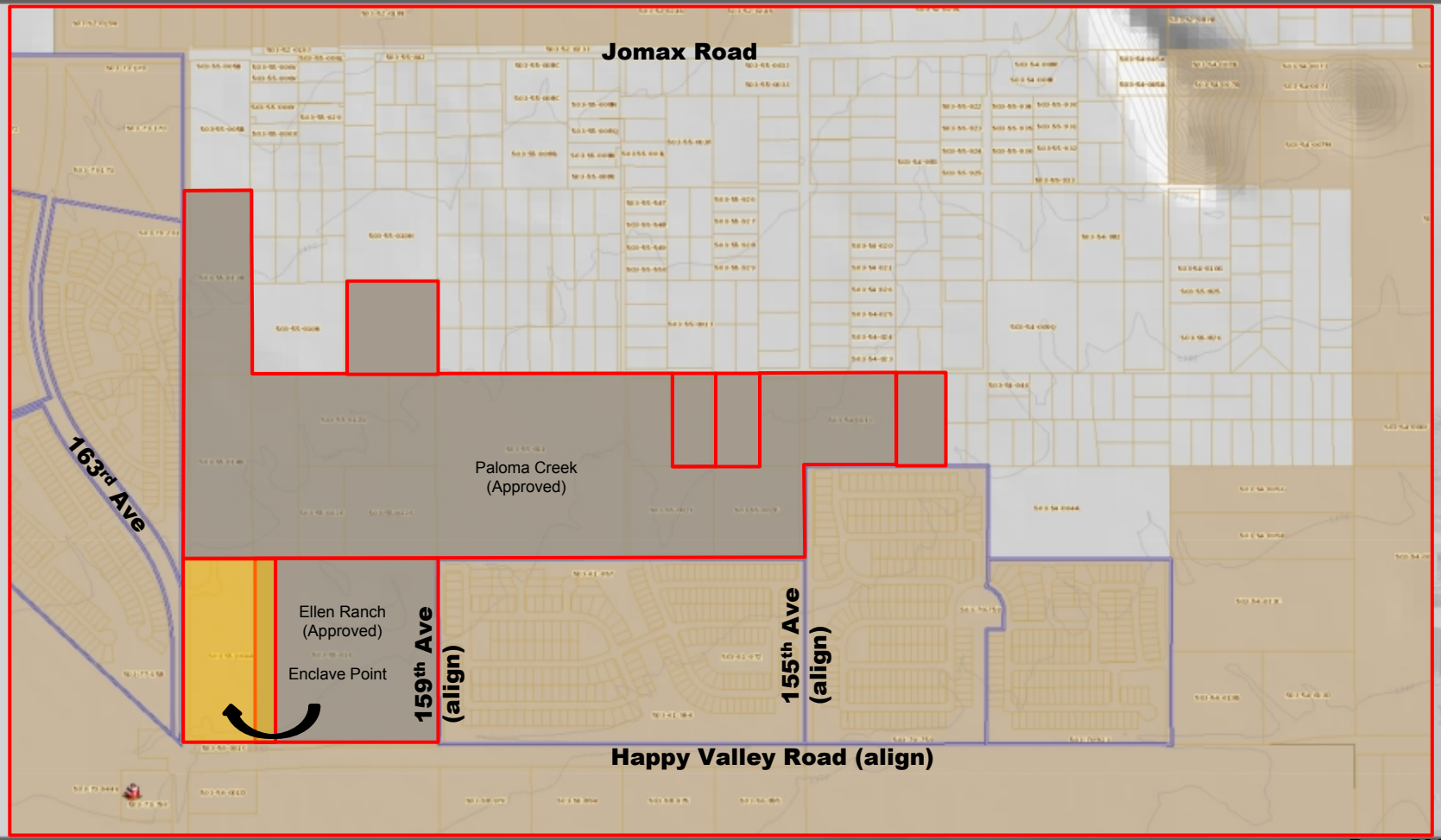

FS21-026 Case Map
Subject Property
PAD
RR
RM-9 PUD
PAD
PAD
PAD
163rd Ave
Happy Valley Rd
RR
RR
RR
Back to Main Page


Jomax Road
163rd Ave
Paloma Creek
(Approved)
Ellen Ranch
(Approved)
Enclave Point
159th Ave
(align)
155th Ave
(align)
Happy Valley Road (align)



FS21-026 Parcel Constraints

FS21-026 Site Design

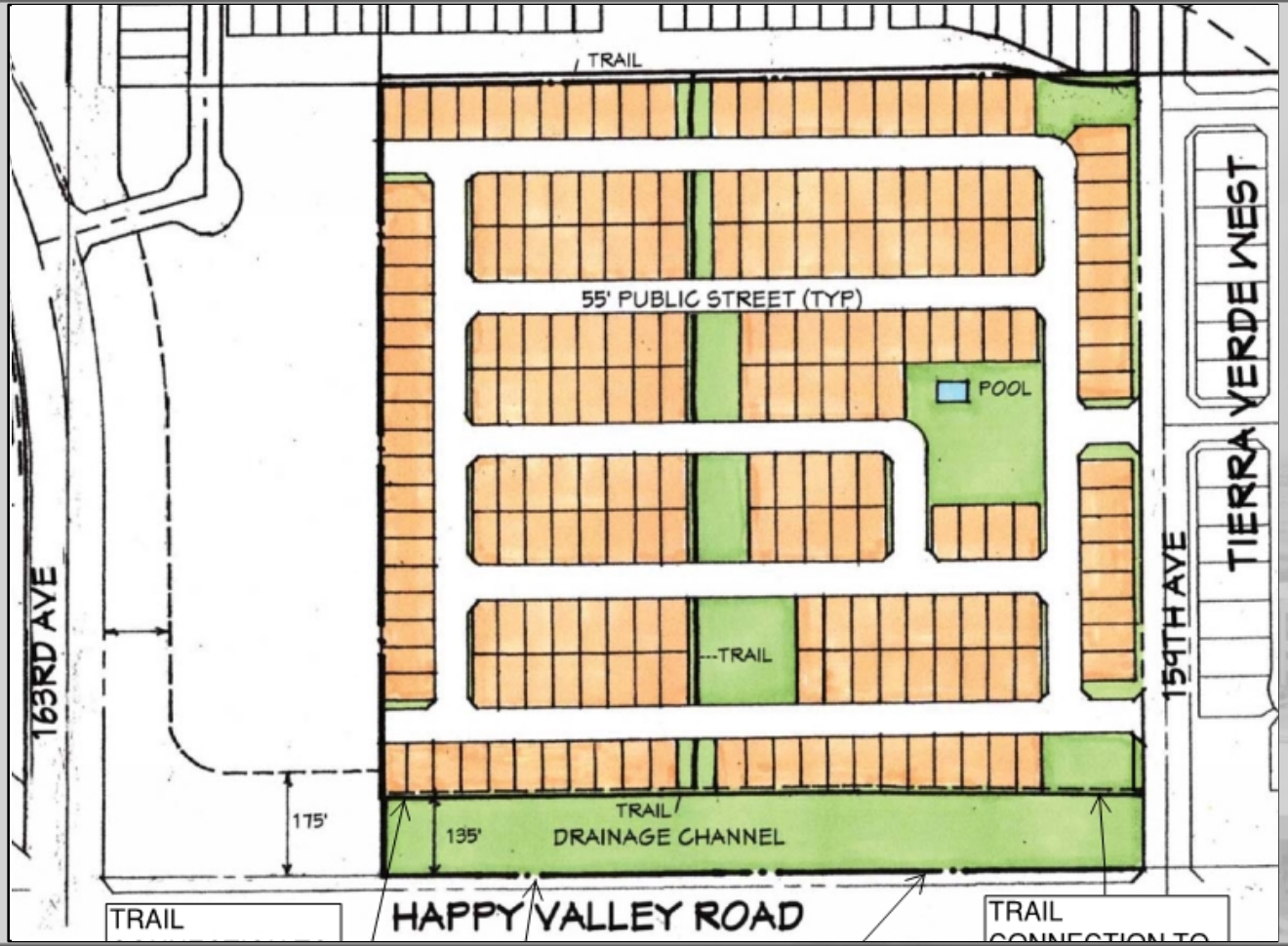


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Table A - Enclave Point Parcel 1A

Residential Medium Density RM-9 PUD Overlay
Development Standards Comparison Table

Development Standard	City Base RM-9 Development Standards	RM-9 PUD Overlay Development Standards	
Maximum Density	9.0	3.20 (9 lots max)	Decrease
Minimum Lot Area	4,500	4,050	Decrease
Minimum Lot Width	40'	45'	Increase
Minimum Lot Depth	100'	90'	Decrease
Minimum Front Yard Setback (livable area / front-facing garage)	12'/20'	12'/21' (1)	Increase
Minimum Side Yard Setback	TBD	5'	
Minimum Rear Yard Setback	20'	10' (2)	Decrease
Maximum Building Height	35'	35'	
Street Side/Corner Lot	N/A	5' (3)	Increase
Driveway Width	30%	40%	
Driveway Area	30%	40%	
Minimum Open Space (%NRA)	20%	25%	Increase

(1) 20-foot front yard garage setback measured from property line.
(2) Porches/patios may encroach 2.5' into the rear yard setbacks.
(3) 10' landscape tract required.

FS21-026 RM-9 PUD Development Standards

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Table B - Enclave Point Parcel 1B and Parcel 2B

Residential High-Density RH-15 PUD Overlay
Development Standards Comparison Table

DEVELOPMENT STANDARD	RH-15 CONVENTIONAL	RH-15 PUD (PROPOSED)	
Maximum Dwelling Units per Acre	15.0	13.58 (250 units max)	Decrease → Reduced to 160 DU or 8.66 DU/Ac
Minimum Lot Area per Dwelling Unit	2,400	2,400	
Maximum Building Height	35' / 3 Stories	35' / 3 Stories	Decrease → Reduced to Single Story
Building Setbacks			
North (Front)	30'	20' (1)	Decrease
South (Rear)	30' (1)	10' as measured from the Drainage Channel Tract	Decrease
East (Side)	10' (1)	10' (1)	
West (Side)	10' (1)	10' as measured from the Drainage Channel Tract	Increase
Minimum Building Separation (Within the Project)	25'	10' for 1 Story 25' for Multi-Story	Decrease
Landscape Buffers			
North (Front)	20'	20'	
South (Rear)	24'	Zero as measured from the Drainage Channel Tract	Decrease
East (Side)	24'	Zero if 1 Story 24' if Multi-Story	Decrease
West (Side)	24'	Zero as measured from the Drainage Channel Tract	Decrease

FS21-026 RH-15 PUD Development Standards

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FS21-026 RH-15 PUD Development Standards

Vehicle Parking			
	Studio and 1 Bedroom	1.5 Spaces per DU	1.0 Spaces per DU
	2 Bedroom	2.0 Spaces per DU	2.0 Spaces per DU
	3+ Bedroom	2.5 Spaces per DU	2.0 Spaces per DU
	Office	1.0 space per 250 SF Gross Floor Area	1.0 space per 250 SF Gross Floor Area
	Visitor	N/A	0.2 Spaces per DU
Bicycle parking			
	Residential	0.5 per dwelling	Zero per DU if 1 Story with back yard, 0.5 per DU if pedestal apartment building
	Office	1 Space per 20 vehicle Spaces	1 Space per 20 vehicle Spaces

(1) Where the building height exceeds 20 feet and is located adjacent to existing single family dwelling, one additional foot of yard setback shall be required for everyone foot of height above a 20 foot building.
(2) Minimum Lot Area per Dwelling Unit shall be determined by building area, parking requirements, useable open space, retention, and setback requirements.

Decrease

Decrease

Increase

Decrease

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Neighborhood Outreach

May 3, 2021 Hybrid in-person / virtual

Concerns:

- Traffic
- Rentals
- Infrastructure
- Property values
- Public safety

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Commission Recommendation:

Approve subject to staff recommended stipulations ‘a’ through ‘c’

with additional stipulations ‘d’ and ‘e’

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a. Development and use of the site shall be consistent with the rezone narrative entitled “Enclave Point Rezone”, prepared by Kent A. Xander and received April 5, 2021.

b. Prior to the City approving a final plat, site plan, or building permit within the property, the applicant shall provide the City with a Notice of Payment from William Lyon Homes, Inc., that the Happy Valley West (“HVW”) Buy-in Fee, the Happy Valley East (“HVE“) Buy-in Fee, the Water Buy-in Fee, and the Sewer Buy-in Fee, as applicable, all as described in the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement), as amended, have been paid.

c. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

d. All residential units within the bungalow style complex within Parcel 1B and Parcel 2B shall be limited to single story units only.

e. The maximum number of dwelling units within Parcel 1B and Parcel 2B collectively shall be limited to 160.

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SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

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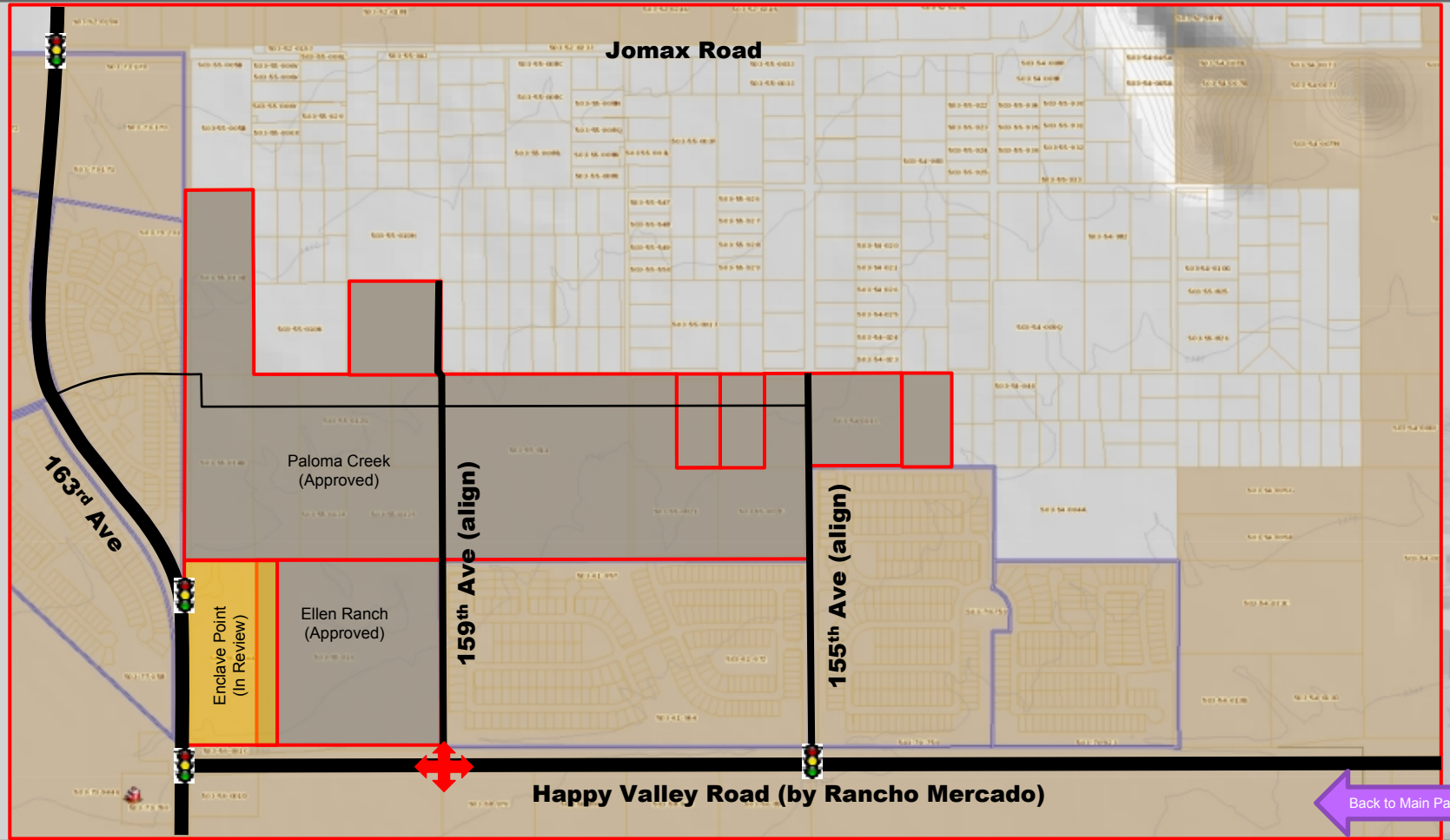

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CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021 Contact Person: Robert Kuhfuss
Submitting Department: Community Development District: Citywide
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of a proposed Text Amendment to Chapter 109 of the Surprise Land Development Ordinance regarding Billboard Signs; Ordinance #2021-15.

Motion:
1) I move to approve Ordinance #2021-15, a requested Text Amendment as recommended by the Planning and Zoning Commission including provisions that limit the number of billboards to one (1) within the specified corridor and limiting the height to 45'

OR

2) I move to approve Ordinance #2021-15, a requested Text Amendment with alternative language;

OR

3) I move to deny Ordinance #2011-15.

Background:
Rhett Cooney of Boulevard Media seeks an amendment to Chapter 109 of the Surprise Municipal Code regarding Billboard Signs. The proposed Text Amendment, if approved, would amend the manner in which billboard signs are regulated within the City of Surprise, specific to a short segment of the Loop 303 in District 1.

Objective Analysis:
The complete language as proposed by the applicant is included as attachments to this report, however is also summarized here:

- Section 109-1.7 A, Table 109-1a – revised to include billboards in certain zoning districts
- Section 109-1.7F.11 – revised to remove billboards as a prohibited use
- Section 109-1.9C.9 – revised to establish specific time, place and manner requirements specific to billboards

- Section 109-1.11 – revised to clarify the use of electronic messaging on billboards

Attachment **04a** includes staff-proposed changes to the language that identifies the beginning and ending points for the actual corridor. These proposed changes are intended to provide clarity and do not affect the intent of the applicant's proposal. Based on Commission input, however, Attachment **04b** also includes provisions that 1) limit the number of Billboards to one (1) within the specified corridor, and 2) limits the height of the billboard to 45'.

Policy Compliant:

The City's goal is to balance business needs with aesthetics, while meeting the requirements of law.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 FS121-147 Billboard Signs 08-17-21 CC Staff Report
2. 01 FS21-147 Billboard Signs Text Amendment Applicant Narrative
3. 02 FS21-147 Applicant Response Letter w Outreach Summary_Redacted
4. 03 - FS21-147 SMC Section 109-1.7 Permitted and Prohibited Signs RE BILLBOARDS Leg-Edit
5. 04a - FS21-147 SMC Section 109-1.9 Sign Classifications and Types RE BILLBOARDS (limiting number of signs to three) Leg-Edit
6. 04b - FS21-147 SMC Section 109-1.9 Sign Classifications and Types RE BILLBOARDS (limiting number of signs to one) Leg-Edit
7. 05 - FS21-147 SMC Section 109-1.11 Electronic Messaging RE BILLBOARDS Leg-Edit
8. 06 - Ordinance #2021-15 (P&Z recommended one billboard)
9. 07 -- Ordinance #2021-15 (Up to three billboards)
10. FS21-147 Billboard Signs 08-17-21 CC REVISED

SURPRISE
ARIZONA

TEXT AMENDMENT

REPORT TO THE CITY COUNCIL

Case:	**FS21-147**
Project Name:	Billboard Signs
Council District:	All
Meeting Date:	**August 17, 2021**
Planner:	Robert H. Kuhfuss, AICP

Applicant:	Rhett Cooney, Boulevard Media Co.
Request:	Text Amendment to Chapter 109 of the Surprise Land Development Ordinance regarding Billboard Signs
Location:	Citywide *
Support/Opposition:	Mixed
Commission Recommendation:	**Approve** the requested Text Amendment with provisions that 1) limit the number of billboards to one (1) within the specified corridor and 2) limit the height of the billboard to 45'.
Alternative Actions:	The City Council may choose one of the following actions: 1) **Approve** the requested Text Amendment per Commission recommendation including provisions that limit the number of billboards to one (1) within the specified corridor and limiting the height to 45'. 2) **Approve** the Text Amendment with alternative language. 3) **Deny** the request.

* Note: While the subject Text Amendment involves proposed changes to the LDO, if approved, the affected properties are exclusive to District 1.

PROJECT DESCRIPTION:

Rhett Cooney of Boulevard Media seeks an amendment to Chapter 109 of the Surprise Municipal Code regarding Billboard Signs. The proposed Text Amendment, if approved, would amend the manner in which such signs are regulated within the City of Surprise, specific to a short segment of the Loop 303 in District 1.

BACKGROUND:

April 16, 2015: Staff began the overhaul of the Sign Code as previously written in Chapter 113 of the Surprise Municipal Code (SMC).

March 6, 2018: The City Council approved the amended Chapter 113 Sign Code.

April 5, 2018: The new Sign Code per Chapter 113 went into effect.

December 15, 2020: The City Council approved the Land Development Ordinance (LDO), at which time Chapter 113 of the SMC became Chapter 109 of the LDO.

January 14, 2021: The LDO became effective.

February 4, 2021: Staff discussed the billboard matter during a regular Concept Review meeting under CR20-818.

February 22, 2021: The applicant filed case FS21-147 as it relates to Billboard Signs.

May 12, 2021: The applicant held an outreach meeting to discuss the proposed changes to the Sign Code as they pertain to Billboard Signs.

July 15, 2021: The Planning and Zoning Commission recommended approval of the subject request to the City Council, with provisions limiting the number of billboard signs to one (1) within the specified corridor, and limiting the height of the billboard to 45'.

OUTREACH:

The applicant held an outreach meeting on Wednesday, May 12, 2021 in both in-person and virtual format. Seven (7) attendees were present in person while one (1) attended virtually. The outreach meeting, as well as the Planning and Zoning Commission hearing, were advertised in accordance with state and local regulations.

DISCUSSION:

During the re-write of the Sign Code back in the 2015-2018 timeframe, members of the billboard industry approached staff regarding the possibility of including permissive language in the Sign Code that would allow Billboards. Staff presented the idea to the Planning and Zoning Commission who were amenable to the idea as long as it was on a limited basis. Staff, with the assistance of the billboard community, and with input from stakeholders, prepared draft language for the Commission's consideration. After considerable discussion, the Billboard language was revised and forwarded to the City Council for consideration; however, the Council rejected the idea and opted to approve a version of the Sign Code that specifically prohibited billboards anywhere within the City of Surprise.

The billboard language considered by the Commission in 2018, if approved, would have allowed billboards in certain segments of the Grand Avenue corridor as well as a short segment of the north Loop 303 corridor. The applicant's current proposal contains similar language pertaining to the north Loop 303 corridor, but deliberately excludes the Grand Avenue Corridor. The proposed text also increases the maximum height of a billboard sign to 45' above the edge of pavement as opposed to 30' as was the case with the original language back in 2018. The complete language as proposed by the applicant is included as attachments to this report, but is summarized here:

- Section 109-1.7 A, Table 109-1a – revised to include billboards in certain zoning districts
- Section 109-1.7F.11 – revised to remove billboards as a prohibited use
- Section 109-1.9C.9 – revised to establish specific time, place and manner requirements specific to billboards
- Section 109-1.11 – revised to clarify the use of electronic messaging on billboards

Attachment **04a** includes staff-proposed changes to the language that identifies the beginning and ending points for the actual corridor. These proposed changes are intended to provide clarity and do not affect the intent of the applicant's proposal. Based on Commission input, however, Attachment **04b** also includes provisions that 1) limit the number of Billboards to one (1) within the specified corridor, and 2) limits the height of the billboard to 45'.

FINDINGS:

- The proposed changes are consistent with state statute.
- The proposed changes are compliant with applicable case law regarding signs and the 1st Amendment.

COMMISSION RECOMMENDATION:

Approve the requested Text Amendment with provisions that 1) limit the number of billboards to one (1) within the specified corridor and 2) limit the height of the billboard to 45'.

ALTERNATIVE ACTIONS:

The City Council may choose one of the following actions:

4) **Approve** the requested Text Amendment per Commission recommendation including provisions that limit the number of billboards to one (1) within the specified corridor and limiting the height to 45'.

5) **Approve** the Text Amendment with alternative language.

6) **Deny** the request.

ATTACHMENTS:

01 – Applicant's Narrative
02 – Applicant Response to Comments Letter/Outreach Summary
03 – SMC Section 109-1.7 Permitted and Prohibited Signs, leg-edit format
04a – SMC Section 109-1.9 Sign Classifications and Types, leg-edit format
04b – SMC Section 109-1.9 Sign Classifications and Types, leg-edit format (limiting number and height of sign)
05 – SMC Section 109-1.11 Electronic Messaging Centers, leg-edit format

TIFFANY & BOSCO P.A.

Project Narrative

Proposed Text Amendment

Land Development Ordinance

February 18, 2021

Description of Request

We represent Rhett Cooney of Boulevard Media Company and their request for a Text Amendment to Chapter 109 of the City of Surprise (City) Land Development Ordinance (LDO). The purpose of this request is to update the current language within the City LDO and proposes additional usage, such as billboards and including digital billboards, which are currently prohibited. This Text Amendment will amend Chapter 109 - Signs with the proposed changes and additions.

1. Adding billboards as permitted use in Section 109-1.7 A. Table 109-1a Permitted Signs-Freestanding Ground Signs.

2. Striking billboards as a prohibited use in 109-1.7 F.11.

3. Adding criteria under which billboards will be allowed in Section 109-1.9 C.9 (see attached Billboard Signs).

4. Adding language in Section 109-1.11 6.

The proposed Text Amendment changes are attached.

Project Location

The proposed Text Amendment would allow for billboards in a very limited portion of the City along a very short stretch of State Route Loop 303. The specific location where billboards may be allowed (after receiving a conditional use permit from the City Council) are within three (3) privately owned parcels along the north side of the State Route 303 Corridor between the City boundary on the east and where a significant power line corridor bisects properties along the north side of the freeway (see specific sign location details within the attached proposed text amendment – Section 109-1.9). This limited area is generally located along the east/west portion of the Loop 303 along the north side of the

RECEIVED
02/22/2021

freeway, north of the Sun City master planned community. Please refer to the specific text of the Text Amendment for the specific location for potential billboard locations.

Historical Data

There is not much historical data on billboards in Surprise, other than the LDO and previous Surprise Unified Development Code (SUDC) prohibited billboards as part of the sign code. In 2018, there was an attempt to include billboards as part of the sign code. The process included proposed billboard locations in the same general area along the Loop 303 and some opportunities for billboards along Grand Avenue. The 2018 text amendment received City staff and Planning & Zoning Commission support. The proposed billboard portion of the sign code text amendment was removed by the City Council at their February 6, 2018 public hearing. Nearby communities and Maricopa County have varying billboard ordinances.

Operational Aspect of Use

The proposal is to allow for a very limited area of potential billboard locations along the east/west stretch of the Loop 303 within the City of Surprise. There are only a few privately owned parcels in the City limits along this stretch of the freeway that meet the specific locational criteria. The entire southern side of the Loop 303 has tall sound walls that act as a barrier to viewing any proposed billboard along the north side of the freeway. Other than the specific approximately 4,500 feet of distance along the north side of the freeway, no billboards are proposed for any location within the entire City with this Text Amendment.

Infrastructure

The proposed Text Amendment does not affect any City infrastructure or City maintenance costs.

Phasing

No phasing is needed or required.

TIFFANY & BOSCO P.A.

Robert Kuhfuss
Development Department
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

RE: FS21-147

Dear Mr. Kuhfuss:

The following is our responses to Staff's comments regarding FS21-147 Billboard Text Amendment.

A. GENERAL COMMENTS:

PLANNING:

1. These comments should in no way be construed as staff support, but rather an attempt to provide clarity should the proposed Text Amendment be adopted.
   Response: So noted.

2. Additional revisions may be warranted as the proposal moves through the stakeholder process
   Response: So noted.

B. The **Citizen Participation Plan** prepared by Tiffany & Bosco and received February 22, 2021, will be revised and submitted for review to include the following modifications:

PLANNING:

1. This document seems to be written based off obsolete language found in the SUDC. Revise the document relative Article 2 (specifically Table 102-2a) and Article 3 of the LDO.
   Response: Document has been revised.

2. Discuss how you intend to conduct Neighborhood Meeting as required by Section 102-3.2 of the LDO.
   Response: We held a hybrid (in-person and virtual) open house on May 12, 2021 at 6pm at the Asante elementary school in Surprise, AZ. There were three (3) members from the public, two (2) City Councilmembers and two (2) City staff members. There was one (1) person in attendance on-line as the open house was a hybrid of in-person and virtual. The person on-line was a City of Glendale staff member monitoring the text amendments progress. There was a great discussion among the participants on the make-up of the proposed Land Development Code verbiage, location questions, billboard sign operational characteristics and other relevant issues with allowing billboards along this portion of the Loop 303. There was only one (1) comment card left behind. Please see attached Citizen Participation Report.

3. Indicate the date of revision.
   Response: The Citizen Participation report was updated on May 17, 2021.

C. The **Narrative Report** prepared by Tiffany & Bosco and received February 22, 2021, will be revised and submitted for review to include the following modifications:

PLANNING:

1. Indicate the date of revision:
   Response: Narrative Report updated May 19, 2021.

SECTION 109-1.7A EXHIBIT:

2. Add language to Table 109.A that allows for Billboards in Commercial and Industrial zoning districts with a CUP. Include the reference to Section 109- 1.9(c)(9) in the left hand column. (You may annotate a screen shot if that is easier and I will format later.)
   Response: Updated and included with this resubmittal.

SECTION 109-1.9 EXHIBIT:

3. In Paragraph C.9.1, identifying the western and eastern limits of the corridor might be made clearer if you state "…extending from the West line of Range 1 West of the Gila and Salt River Base and Meridian and extending in an easterly direction a distance of approximately 1 mile to the east line of Range 1 West of said Base and Meridian."
   Response: Updated.

4. With the corridor limited to approximately 1 mile, Paragraph 1.b is not necessary.
   Response: So noted.

5. Under Paragraph 2, delete the phrase "…regardless of the corridor in which it is located."
   Response: Updated.

6. Under Paragraph 2.a, add that billboards may be located in Commercial or Industrial zoning districts, and only within the specified Corridor.
   Response: Updated.

7. Paragraph 2.b regarding the railroad is also not necessary.
   Response: So noted.

8. Under Paragraph 2.e, you state 1,760' separation. How many billboards are you seeking? Will that separation distance allow that number of billboards?
   Response: With the proposed separation of 1,760', approximately three (3) billboards will be allowed.

9. Under Paragraph 3, delete the phrase "…regardless of the corridor in which it is located."
   Response: Updated.

10. In Paragraph 3.c, add the various dimensions to the drawing. Since there is only one corridor, no need for the table.
    Response: Updated.

11. In Paragraph 3.d, add the various dimensions to the drawing.
    Response: Updated.

Please let me know if you need any other changes to the proposed billboard text amendment. Please let us know the soonest we can be scheduled for a Planning & Zoning Commission hearing for this text amendment proposal. Thank you.

Sincerely,



Kurt Jones, AICP

CC: Rhett Cooney

TIFFANY & BOSCO P.A.

Citizen Participation Plan & Report

Proposed Text Amendment

Land Development Ordinance

May 17, 2021

Background

The City of Surprise (City) requires a citizen participation process and report for applications such as this text amendment to the City's Land Development Ordinance (LDO). The purpose of the citizen review process is to:

Ensure that applicants pursue early and effective citizen participation in conjunction with their applications, giving them the opportunity to understand and try to mitigate any real or perceived impacts their application may have on the community;

Ensure that the citizens and property owners of the city have an adequate opportunity to learn about applications that may affect them and to work with applicants to resolve concerns at an early stage of the process; and

Facilitate ongoing communication between the applicant, interested citizens and property owners, city staff, and elected officials throughout the application review process.

The citizen review process is not intended to produce complete consensus on all applications, but to encourage applicants to be good neighbors and to allow for informed decision-making.

Proposed Billboard Text Amendment – Citizen Participation Plan & Report

The request is for a Text Amendment to Chapter 109 of the City of Surprise (City) Land Development Ordinance (LDO). The purpose of this request is to update the current language within the City LDO and proposes additional usage, such as billboards and including digital billboards, which are currently prohibited. This Text Amendment will amend Chapter 109 - Signs with the proposed changes and additions.

1. Adding billboards as permitted use in Section 109-1.7 A. Table 109-1a Permitted Signs-Freestanding Ground Signs.

2. Striking billboards as a prohibited use in 109-1.7 F.11.

3. Adding criteria under which billboards will be allowed in Section 109-1.9 C.9 (see attached Billboard Signs).

Camelback Esplanade II, Seventh Floor
2525 East Camelback Road
Phoenix, Arizona 85016-4229

602.255.6000 Phone
602.255.0103 Fax

4. Adding language in Section 109-1.11 6.

We intend to meet the City's notification requirements, which are:

- Notice of the citizen review meeting shall be provided by the planning and zoning division in the form of a public notice to the following, when applicable:
  - The notice shall be published at least once in a newspaper of general circulation published or circulated in the municipality at least 15 days prior to the meeting date. **City initiated.**
  - For applications involving rezoning of land or text amendments which abuts other municipalities or unincorporated areas of the county or a combination thereof, copies of the notice shall be transmitted to the planning agency of such governmental unit butting such land. **City initiated.**
  - For applications involving rezoning, subdividing, planned unit developments, site plans with uses permitted on a conditional basis, and legislative matters including text amendments, all real property owners within a 200-foot or 300-foot radius, the city shall send copies of the notice by first class mail, no less than seven days prior to the hearing. We noticed at 300 feet. **City initiated.**
  - Any village committee or special community group which is located in the area of the proposed public hearing request or has considerable interest in the nature of the application; **See City initiated list.**
  - The head of any homeowner's association or registered neighborhood within the public notice area established in item (3) indicated above. **See City initiated list.**

Site Posting

The site was posted for the proposed Text Amendment in the one location which would allow for the proposed billboards. These signs are on a local dirt road leading to the sites adjacent to the Loop 303. You can see the one (1) of the sites posting signs from the Loop 303, but the sign is unreadable because of the distance from the travel lanes and vehicle speeds on the freeway. Refer to ***Tab 1*** for the site posting locations. Refer to ***Tab 2*** for the site posting language and affidavit of posting.

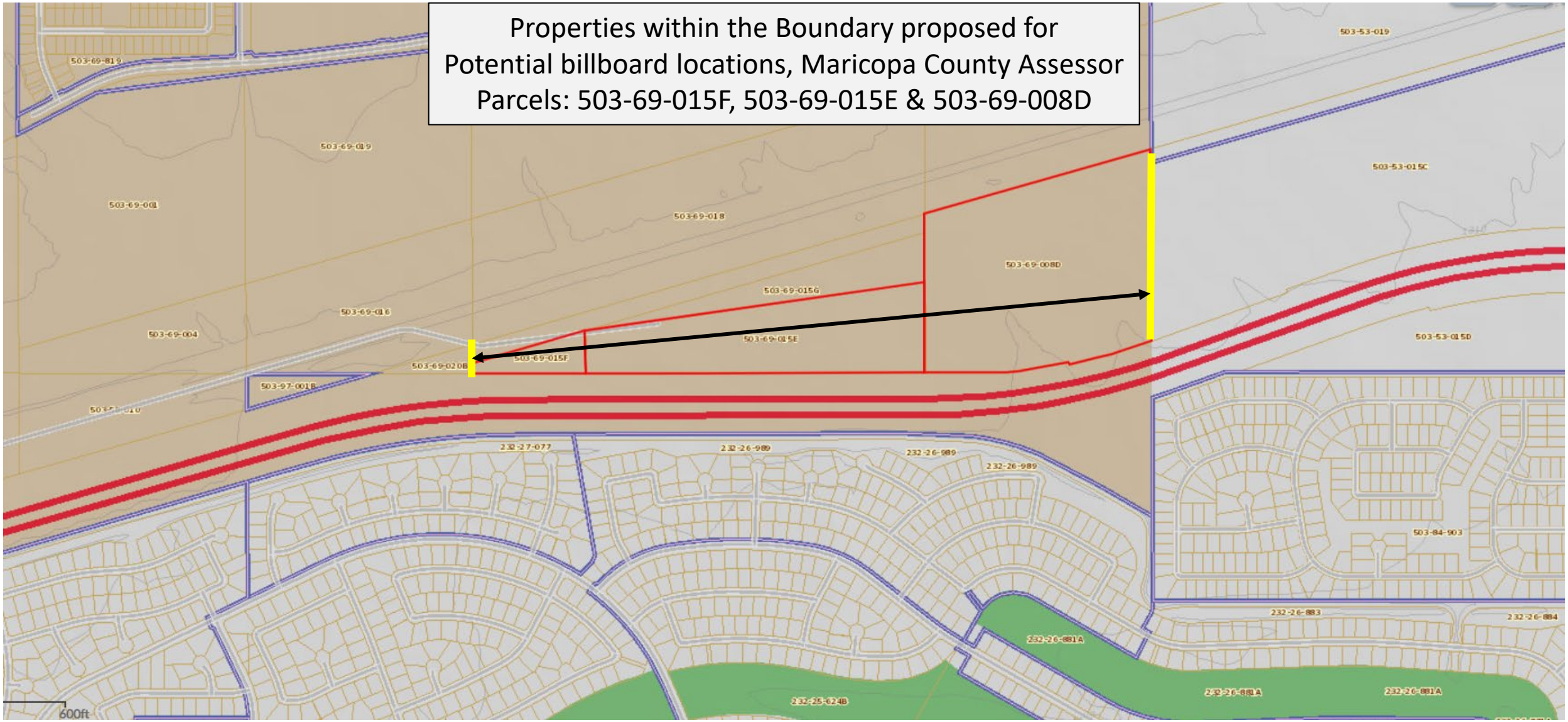
Participation Report.

An open house was held on May 12, 2021 at 6pm at the Asante elementary school in Surprise, AZ. There were three (3) members from the public, two (2) City Councilmembers and two (2) City staff members. There was one (1) person in attendance on-line as the open house was a hybrid of in-person and virtual. The person on-line was a City of Glendale staff member monitoring the text amendments progress. There was a great discussion among the participants on the make-up of the proposed Land Development Code verbiage, location questions, billboard sign operational characteristics and other relevant issues with allowing billboards along this portion of the Loop 303.

There was only one (1) comment card left behind which is attached at ***Tab 3.*** We have committed to working through many of the discussion points during the virtual open house and we will continue to

follow up with the in-person and virtual attendees if requested. We have been working cooperatively with City staff on the text amendment request and will continue to work towards public hearings on the proposed request. If we are contacted by any neighbors or stakeholders after we have submitted this citizen participation report to the City, we will reach out to them and provide updates to the City staff with an amended report.

TAB 1


Properties within the Boundary proposed for
Potential billboard locations, Maricopa County Assessor
Parcels: 503-69-015F, 503-69-015E & 503-69-008D
503-69-819
503-69-019
503-69-001
503-69-018
503-69-008D
503-69-015G
503-69-016
503-69-004
503-69-015E
503-69-015F
503-69-020B
503-97-001B
503-53-019
503-53-015C
503-53-015D
232-27-077
232-26-989
232-26-989
232-26-989
503-84-903
232-26-883
232-26-884
232-26-881A
232-26-881A
232-26-881A
232-25-624B
600ft



★ - Proposed sign locations

TAB 2


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: May 12, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria
23251 N 166th Dr., Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 North Civic Center
Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 North Civic Center
Plaza Surprise, AZ 85374
OR Please join my meeting from your computer, tablet or smartphone.
https://www.gotomeet.me/TBZoning/neighborhood-mtg-billboard
You can also dial in using your phone.
UnitedStates: +1 (312) 757-3121
AccessCode: 461-861-317
Case number: FS21 - 147
Project Name: Billboard Text Amendment
Request:The applicant is requesting to amend the City of Surprise Land Development Ordinance, specifically Section 109, to allow for limited areas for billboards along a specific portion of the Loop 303 freeway within the City of Surprise - Case FS21 - 147
For more information and to confirm dates, call: 623- 222-3011
Surpriseaz.gov
4/23/21 13:59:03


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: May 12, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria
23251 N 166th Dr., Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 North Civic Center
Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 North Civic Center
Plaza Surprise, AZ 85374
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For more information and to confirm dates, call: 623- 222-3011
Surpriseaz.gov
4/23/21 13:59:26


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Date: May 12, 2021
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Time: 6:00 P.M.
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Plaza Surprise, AZ 85374
City Council
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Surpriseaz.gov
4/23/21 14:41:11


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Neighborhood Meeting
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Planning & Zoning
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Time: 6:00 P.M.
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Plaza Surprise, AZ 85374
City Council
Date: TBD
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For more information and to confirm dates, call: 623- 222-3011
Surpriseaz.gov
4/23/21 14:41:41

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS21-147

Applicant Name:

Location: 14102 W. Pinnacle Peak Rd & 14210 W Pinnacle Peak Rd

Date Site Posted: April 23rd, 2021

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Maria Hitt — 4-23-2021

Applicant/Representative Signature — Date

This instrument was acknowledged before me on this 23rd day of April, 2021, and by Maria Hitt. I witness whereof I hereunto set my hand and official seal.

MaryBeth Conrad

Notary Public

10-25-2024

My commission expires

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024

TAB 3

COMMENT CARD

NAME: Andy Cepon

ADDRESS: [redacted]

COMMENT: In addition to the City getting 1 of the 8 "cycles" to promote/advertise the City/City Events there must be an on going revenue share component.

Please Send Comment Card or Contact Us with Additional Comments or Questions

Kurt Jones
2525 E Camelback Road – Seventh Floor
Phoenix, AZ 85016
602-452-2729, kajones@tblaw.com

Case FS21-147
Billboard Text Amendment
Applicant: Tiffany Bosco, P.A.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 5/12/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
Susan Draper	[redacted]	[redacted]	
Ally Clerc			
Andy Cepon	[redacted]		

Case FS21-147
Billboard Text Amendment
Applicant: Tiffany Bosco, P.A.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 5/12/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
Roland Winter Jr	City Hall	[redacted]	
Jane Peiffer	[redacted]		

TIFFANY & BOSCO P.A.

Project Narrative

Proposed Text Amendment

Land Development Ordinance

February 18, 2021
Revised May 19, 2021

Description of Request

We represent Rhett Cooney of Boulevard Media Company and their request for a Text Amendment to Chapter 109 of the City of Surprise (City) Land Development Ordinance (LDO). The purpose of this request is to update the current language within the City LDO and proposes additional usage, such as billboards and including digital billboards, which are currently prohibited. This Text Amendment will amend Chapter 109 - Signs with the proposed changes and additions.

1. Adding billboards as permitted use in Section 109-1.7 A. Table 109-1a Permitted Signs-Freestanding Ground Signs.

2. Striking billboards as a prohibited use in 109-1.7 F.11.

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4. Adding language in Section 109-1.11 6.

The proposed Text Amendment changes are attached.

Project Location

The proposed Text Amendment would allow for billboards in a very limited portion of the City along a very short stretch of State Route Loop 303. The specific location where billboards may be allowed (after receiving a conditional use permit from the City Council) are within three (3) privately owned parcels along the north side of the State Route 303 Corridor between the City boundary on the east and where a significant power line corridor bisects properties along the north side of the freeway (see specific sign location details within the attached proposed text amendment – Section 109-1.9). This limited area is

generally located along the east/west portion of the Loop 303 along the north side of the freeway, north of the Sun City master planned community. Please refer to the specific text of the Text Amendment for the specific location for potential billboard locations.

Historical Data

There is not much historical data on billboards in Surprise, other than the LDO and previous Surprise Unified Development Code (SUDC) prohibited billboards as part of the sign code. In 2018, there was an attempt to include billboards as part of the sign code. The process included proposed billboard locations in the same general area along the Loop 303 and some opportunities for billboards along Grand Avenue. The 2018 text amendment received City staff and Planning & Zoning Commission support. The proposed billboard portion of the sign code text amendment was removed by the City Council at their February 6, 2018 public hearing. Nearby communities and Maricopa County have varying billboard ordinances.

Operational Aspect of Use

The proposal is to allow for a very limited area of potential billboard locations along the east/west stretch of the Loop 303 within the City of Surprise. There are only a few privately owned parcels in the City limits along this stretch of the freeway that meet the specific locational criteria. The entire southern side of the Loop 303 has tall sound walls that act as a barrier to viewing any proposed billboard along the north side of the freeway. Other than the specific approximately 4,500 feet of distance along the north side of the freeway, no billboards are proposed for any location within the entire City with this Text Amendment.

Infrastructure

The proposed Text Amendment does not affect any City infrastructure or City maintenance costs.

Phasing

No phasing is needed or required.

TABLE 109-1a PERMITTED SIGNS (P = permitted, shaded cell = not permitted, C = conditional use permit)											
Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
	Monument Signs)										
109-1.9(c)(5)	Class VI Monument Signs (Major Monument Signs)				P	P	P		P		P
109-1.9(c)(6)	Roadway Arch Signs	P	P				P		P		
109-1.9(c)(7)	Subdivision Perimeter Wall Signs			P	P	P	P				P
109-1.9(c)(8)	Freeway Monument Signs						C				
OTHER SIGNAGE											
109-1.11	Level 1 Electronic Messaging			P	P	P	P	P	P		P
109-1.11	Level 2 Electronic Messaging				P	P	P		P		P
109-1.12	Reader Panels			P	P	P	P	P	P		P
109-1.13	Address Identification			P	P	P	P	P	P	P	P
109-1.14	Flags and Flagpoles			P	P	P	P	P	P		P
109-1.15	Billboards						C[1]				

[1] Refer to section 109-1.9 (C) (9)

Revision #1 - 5/19/2021

Section 109-1.9 – Sign Classifications and Types

C.9. Billboard Signs: Billboard Signs may be permitted as outlined in this Section:

1. State Route 303 Corridor: Billboard Signs may be located within that portion of the State Route 303 Corridor between a specific point extending from the southeast corner of Section 9 of the Gila and Salt River Base and Meridian and extending in a westerly direction a distance of 3,960' along the south line of Section 9 ~~located at Latitude 33°41'49" N by Longitude 112°21'35" W and the specific point of Latitude 33°41' 47" N by Longitude 112°22' 22" W~~, subject to prior approval of a Conditional Use Permit in accordance with Chapter 102-6.3 of the Surprise Land Development Ordinance. All billboard signs located within the aforementioned corridor are subject to the provisions in Paragraph 109-1.9.C.9.:

~~a. No billboard sign shall be located within 2,640 feet of the intersection of U.S. 60 and State Route 303, specifically defined as a point located at Longitude 112°24'13"W by Latitude 33°40'49"N.~~

~~b~~a. Billboard signs located within the State Route 303 corridor as defined above shall serve eastbound and/or westbound traffic but shall only be located north of the freeway right-of-way. Further, where a billboard sign is located within the State Route 303 Corridor, at least one (1) sign face shall consist of an Electronic Messaging Center.

~~c~~b. The overall height of a billboard sign within the State Route 303 Corridor shall not exceed forty-five (45) feet as measured from the adjacent roadway to the top of the sign structure, exclusive of architectural embellishments as permitted in this Section.

~~d~~c. The overall dimensions of the sign panel associated with a billboard sign within the State Route 303 Corridor shall not exceed forty-eight (48) feet in width and fourteen (14) feet in height for a total sign area not to exceed 672 square feet, exclusive of architectural embellishments as permitted in this Section.

2. Additional Locational Requirements: The following additional locational requirements apply for all billboard signs ~~regardless of the corridor in which it is located~~:

a. Billboard signs may only be approved within a Planned Area Development (PAD), that portion of the PAD in which the approved land use plan specifically calls out commercial, industrial or employment uses and in Commercial or Industrial zoning districts, and only within the specified Corridor.

~~b. Notwithstanding the Union Pacific Railroad right-of-way, no billboard sign shall be located within 300 feet of a property zoned for residential uses within the City, or any open space tract that is associated with a residential development.~~

~~c~~b. Billboard signs shall not be located closer than twenty (20) feet from the State Route 303 right-of-way line and not further than 200 feet from said right-of-way line.

~~d~~c. No billboard sign shall be approved within 660 feet of any Freeway Monument Sign existing at the time of Conditional Use Permit application for the billboard sign in question.

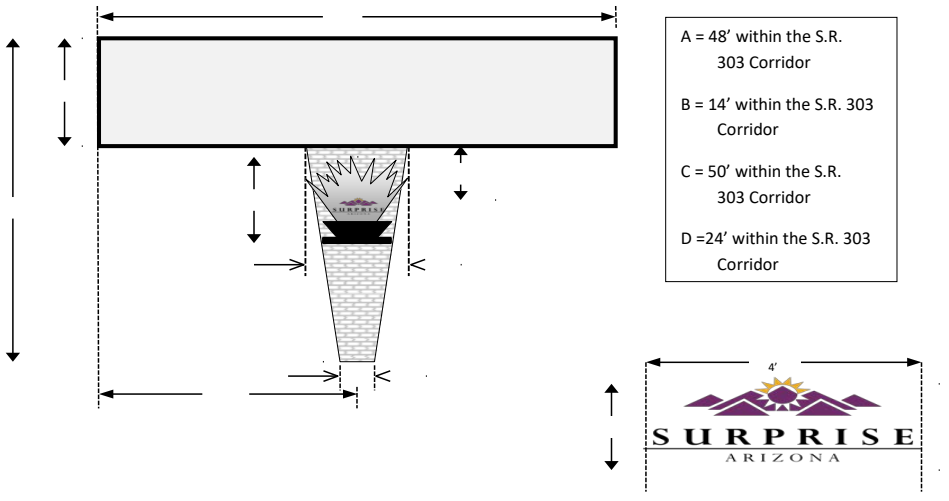
~~e~~d. No billboard sign shall be approved within 1760' of any billboard sign approved or existing at the time of Conditional Use Permit application for the billboard sign in question.

3. Design Requirements: The following design requirements apply for all billboard signs ~~regardless of the corridor in which it is located~~:

a. Billboard Signs may incorporate Level 2 Electronic Messaging Centers as outlined Chapter 109-1.11.6 herein, except that Electronic Messaging Centers used in billboard applications may occupy up to 100% of the allowable sign area of the billboard, exclusive of architectural embellishments as may be permitted or required herein and provided such Electronic Messaging Centers are turned off between 11:00 PM and dawn.

b. Billboard Signs shall be supported by a single pole or column, which shall be dimensionally centered beneath the sign panel and shall incorporate a pole cover comprised of stone, brick or other architecturally compatible material that conceals the structural component of the pole or column. Unless an alternative design is approved by the Planning and Zoning Commission, the pole cover shall be of a trapezoidal shape, with a base width equal to one-third (1/3) the width of the top of the pole cover.

c. Unless an alternative design is approved by the Planning and Zoning Commission, the supporting pole or column shall also include additional architectural embellishments that incorporate the official Primary City of Surprise Logo superimposed onto a stylized agave image. The logo shall be approximately two (2) feet tall by four (4) feet wide. The stylized agave image shall be eight (8) feet high by six (6) feet wide. The vertical center of the arrangement shall be five (5) feet below the lower edge of the sign panel.



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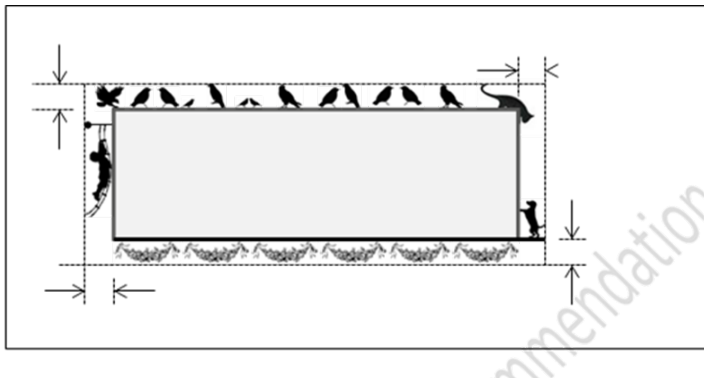
d. Artistic or architectural embellishments up to thirty (30) square feet may be attached to the perimeter of the sign panel, provided said embellishments do not extend more than two (2) feet in any direction beyond the face of the sign and do not otherwise obstruct the architectural embellishments as may be required under Paragraph 109-1.9.C.9.c above. ~~A B 5' 8' C 6' 2' D 2' Not to scale 4' Support Pole and Logo A = 48' if within the S.R. 303 Corridor B = 14' if within the S.R. 303 Corridor C = 45' if within the S.R. 303 Corridor D = 24' if within the S.R. 303 Corridor~~



4. Any Conditional Use Permit approval is hereby conditioned upon the applicant obtaining a valid construction permit for the billboard sign approved under said Conditional Use Permit. The applicant shall obtain Certificate of Completion from the City of Surprise within six (6) months of approval of the Conditional Use Permit by the Planning and Zoning Commission. Failure to obtain a Certificate of Completion within the designated time allotment shall render the Conditional Use Permit null and void; however, the City Manager or designee may grant a one-time extension for a period not to exceed six (6) months when in the opinion of the City Manager or designee the circumstances warrant such.

109-1.7 Permitted and prohibited signs.

A Permitted signs by zoning district. Only those sign types and classes that are specifically listed in table 109-1a for each zoning district may be allowed, subject to the provisions outlined elsewhere in this chapter.

TABLE 109-1a PERMITTED SIGNS
(P = permitted, shaded cell = not permitted, C = conditional use permit)

Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
TEMPORARY SIGNS											
109-1.9(a)(2)	Class I Temporary Signs (Small A-Frame Signs)	P	P	P				P			
109-1.9(a)(3)	Class II Temporary Signs (Large A-Frame Signs)					P	P	P	P		
109-1.9(a)(4)	Class III Temporary Signs (Small Post Signs)			P	P	P	P	P	P		P
109-1.9(a)(5)	Class IV Temporary Signs (Large Post Signs)			P	P	P	P	P	P		P
109-1.9(a)(6)	Banner Signs and Festoons			P	P	P	P	P	P		P
109-1.9(a)(7)	Light Pole Banner Signs	P	P		P	P	P	P	P		P
109-1.9(a)(8)	Teardrop Banner Signs			P	P	P	P	P	P	P	P
109-1.9(a)(9)	Sign Walkers	P	P	P	P	P	P	P	P	P	P
109-	Model Home			P				P			

TABLE 109-1a PERMITTED SIGNS (P = permitted, shaded cell = not permitted, C = conditional use permit)											
Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
1.9(a)(10)	Complex Signs										
109-1.9(a)(11)	Residential Subdivision Signs			P				P			
BUILDING MOUNTED SIGNS											
109-1.9(b)(1)	Building Wall Signs			P	P	P	P		P		P
109-1.9(b)(2)	Blade Signs			P	P	P	P		P		P
109-1.9(b)(3)	Canopy Signs				P	P	P		P		P
109-1.9(b)(4)	Marquee Signs						P				P
109-1.9(b)(5)	Awning Signs						P		P		P
109-1.9(b)(6)	Hanging Signs					P	P	P	P		P
109-1.9(b)(7)	Window Signs and Sunscreens			P	P	P	P	P	P		P
FREESTANDING GROUND SIGNS											
109-1.9(c)(1)	Class I Monument Signs (Menu Signs)						P		P		
109-1.9(c)(1)	Class II Monument Signs (Preview Signs)						P		P		
109-1.9(c)(2)	Class III Monument Signs (Directional Signs)	P	P	P	P	P	P	P	P	P	P

TABLE 109-1a PERMITTED SIGNS (P = permitted, shaded cell = not permitted, C = conditional use permit)											
Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
109-1.9(c)(3)	Class IV Monument Signs (Directory Signs)				P	P	P		P		
109-1.9(c)(4)	Class V Monument Signs (Minor Monument Signs)			P	P	P	P		P		P
109-1.9(c)(5)	Class VI Monument Signs (Major Monument Signs)				P	P	P		P		P
109-1.9(c)(6)	Roadway Arch Signs	P	P				P		P		
109-1.9(c)(7)	Subdivision Perimeter Wall Signs			P	P	P	P				P
109-1.9(c)(8)	Freeway Monument Signs						C				
109-1.9(c)(9)	Billboard Signs						C				
OTHER SIGNAGE											
109-1.11	Level 1 Electronic Messaging			P	P	P	P	P	P		P
109-1.11	Level 2 Electronic Messaging				P	P	P		P		P
109-1.12	Reader Panels			P	P	P	P	P	P		P

TABLE 109-1a PERMITTED SIGNS (P = permitted, shaded cell = not permitted, C = conditional use permit)											
Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
109-1.13	Address Identification			P	P	P	P	P	P	P	P
109-1.14	Flags and Flagpoles			P	P	P	P	P	P		P

B Signs in the public street right-of-way. Signs are not permitted within the public street right-of-way, except for those signs erected by, or on behalf of the city, or as otherwise expressly permitted in this chapter.

C Signs in the private street right-of-way. Signs are not permitted within private street rights-of-way, except when associated with an approved planned area development (PAD) or comprehensive sign program (CSP), as required by the city, or as otherwise permitted in this chapter.

D Encroachments. No portion of any sign erected on any property may encroach into the public right-of-way, except as otherwise permitted in this chapter or where expressed written permission is granted by the city to allow said encroachment.

E Signs as an accessory use. All signs must be an accessory use to a primary use. In no case shall a sign be established as a primary use of the property; except that temporary signs as otherwise allowed within a given zoning district are exempt from this provision.

F Prohibited signs. The following sign types are specifically prohibited:

1. *Abandoned signs*, pole signs of a permanent nature, snipe signs, and median signs;

2. Animated signs, flashing, blinking, or rotating signs, festoons, inflatable signs including latex or mylar balloons, permanent banner signs, pennants, searchlights, streamers, signs other than class 1 monument signs that emit audible sound, and any clearly similar features;

3. Vehicle signs when the vehicle is placed in a location not approved for vehicular parking or storage;

4. Signs containing any words or symbols that would cause confusion because of their resemblance to highway traffic control or direction signals;

5. Merchandise, equipment, products or other items which are not available for purchase, but are intended to attract attention, or for identification or advertising purposes;

6. Signs located on trees, utility poles, public benches, or any other form of public property, or within any public right-of-way, unless explicitly permitted by these regulations;

7. Signs containing vulgar or profane messages, hate speech, or language intended to incite violence;

8. Signs greater than 30 inches in height and which are located within any sight visibility triangle of any street or driveway intersection as required by the Surprise engineering design standards;

9. Signs not expressly permitted as being allowed by right under this chapter, or by specific requirements in another portion of this chapter, or otherwise expressly allowed by the city board of adjustment;

10. Signs placed in locations that are deemed by the city to present a hazard to public safety, obstruct clear vision in the area, or interferes with the requirements of the Americans with Disabilities Act (42 United States Code sections 12101 through 12213 and 47 United States Code sections 225 and 611);

~~11. Billboard signs.~~

G Signs exempt from these regulations. The following signs are exempt from regulation under this chapter:

1. Governmental signs.

2. Any sign that is not visible from another property to the naked eye, provided said sign otherwise meets applicable Building Code requirements and the requirements of sections 109-1.10, 109-1.11 and 109-1.12 herein.

H Violation. Any sign that is not in compliance with this section is in violation of this chapter.

109-1.9 **Sign classifications and types.** The following sign classifications and types as defined in **section 109-1.6** are permitted in the city as outlined in table 109-1a subject to the following "time, place and manner" restrictions.

A. Temporary signs. When allowed, temporary signs shall conform to the following requirements:

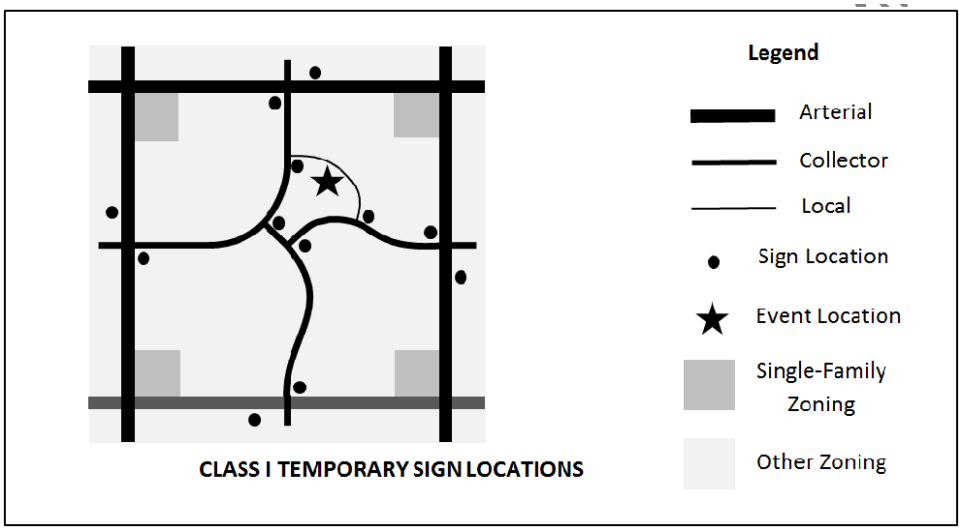
1. *General requirements.*

    a. Temporary signs shall not be illuminated in any manner except by ambient lighting present on the property.
    b. Temporary signs shall include the name and phone number of the contact person responsible for placing the sign.
    c. No temporary sign may interfere with the free movement of pedestrian or vehicular traffic.
    d. The supporting elements for class III temporary signs and class IV temporary signs may be directly buried or inserted into the soil; however, in no case shall concrete, or other permanent attachments to the ground, or attachment to other permanent structure(s) be utilized.

2. *Class I temporary signs (small A-frame signs).* Class I temporary signs, as defined herein, are allowed subject to the general requirements as stated above plus the following:

    a. Class I temporary signs are only allowed in conjunction with a lawful temporary event being held on land zoned for single-family residential uses.
    b. Class I temporary signs may be placed in the following locations when in association with a lawful temporary event occurring on land zoned for single-family residential uses:

        (1) One class I temporary sign at the site of the lawful temporary event,
        (2) One class I temporary sign at each local or collector street intersection leading from the site of the lawful temporary event to the adjacent arterial street grid,
        (3) Two class I temporary signs at the point where the local or collector street intersects with the arterial street. One sign may be located at the corner of the intersection on the side of the arterial street closest to the lawful temporary event. A second sign may be located on the opposite side of the arterial street, provided said sign is no further than 500 feet from the intersection.



CLASS I TEMPORARY SIGN LOCATIONS

c. When allowed, class I temporary signs may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. The sign may be weighted or ballasted; however, no such sign may be affixed to the ground or to any permanent structure.

f. Class I temporary signs may be placed one hour before the start of a lawful temporary event and shall be removed not more than one hour after the end of a lawful temporary event that occurs between the hours of 9:00 a.m. and 6:00 p.m. on Mondays, Tuesdays, Wednesdays, and Thursdays. In addition, class I temporary signs may be placed for any length of time between the hours of 4:00 p.m. Friday and 11:00 p.m. Sunday.

g. If the lawful temporary event being served by the class I temporary sign requires a temporary use permit, the locations of the class I temporary signs shall be included with the application materials.

3. *Class II temporary signs (large A-frame signs and pedestal signs).* Class II temporary signs, as defined herein, are allowed subject to the general requirements as stated above plus the following:

a. Class II temporary signs are only allowed in conjunction with a lawful commercial use including cottage industries, but not home occupations.

b. When a class II temporary sign is being utilized in conjunction with a lawful commercial use, one such sign may be located within 15 feet of the doorway of the customer entrance to the building in which the lawful commercial use is located.

c. When allowed, Class II temporary signs may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. The sign may be weighted or ballasted; however, no such sign may be affixed to the ground or to any permanent structure.

f. Class II temporary signs utilized in conjunction with a lawful commercial use may be displayed during the business hours of the business served by the Class II temporary signs.

4. *Class III temporary signs (small post-signs).*

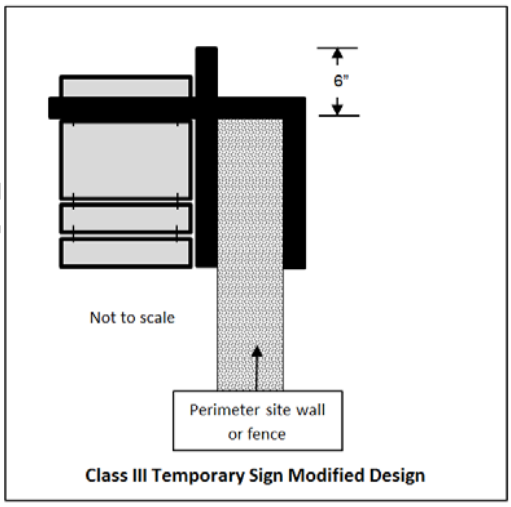
a. Not more than one class III temporary sign meeting the specific requirements outlined in this section is permitted per lot of record except that if said lot abuts more than one street, one additional class III temporary sign meeting said requirements may be erected along each additional street frontage.

b. In the event a property is vacant, additional class III temporary signs may be erected on said property provided the spacing between such signs is not less than 600 feet.

c. Class II temporary signs shall not be located within the street right-of-way, median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. In the event that a lot's perimeter site wall or fence is adjacent to or within 20 feet of a street, the class III temporary sign may be modified to allow the sign to be hung from but not attached to the perimeter site wall or fence provided the sign does not exceed the height of the wall or fence by more than six inches and does not interfere with pedestrian movement.



Class III Temporary Sign Modified Design

5. *Class IV temporary signs (large post-signs).*

   a. Not more than one class IV temporary sign meeting the specific requirements outlined in this section is permitted per lot of record except that if said lot abuts more than one street, one additional class IV temporary sign meeting said requirements may be erected along each additional street frontage, except that class IV temporary signs associated with a public hearing shall not be counted towards this total.
   b. Class IV temporary signs shall not be located within the street right-of-way, median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.
   c. The maximum number of sign panels per sign structure shall not exceed two.

6. *Banner signs and festoons.*

   a. *General.* The following provisions apply to all banner signs and festoons:

      (1) Banner signs shall be equipped with ventilation flaps.
      (2) Banner signs and festoons shall be securely attached to the building or fence, but in no case shall be attached to freestanding poles or vegetation.

   b. *Residential.* Any number of banner signs, festoons or combination thereof are permitted per dwelling unit, provided the aggregate length does not exceed 20 lineal feet and the aggregate area does not exceed 100 square feet.
   c. *Non-residential.* Banner signs and festoons are permitted on properties zoned for non-residential use subject to the following:

      (1) One banner sign may be placed on a building, provided the maximum area of the banner sign shall not exceed one

square foot per linear foot of building elevation, not to exceed 500 square feet.

(2) For a single-tenant building, the width of the banner sign shall not exceed 80 percent of the width of the building elevation onto which the banner sign is attached. For multi-tenant building, the width of the banner sign shall not exceed 80 percent of the leased tenant frontage.

(3) Any number of festoons may be placed on a building provided the festoon contains no advertising copy, the aggregate length does not exceed 20 lineal feet, and the aggregate area does not exceed 100 square feet.

d. *Construction sites and temporary construction yards.* Banner signs are allowed in conjunction with active construction sites and temporary construction yards regardless of zoning, subject to the following:

(1) One or more banner signs may be affixed to the perimeter fence surrounding a construction site or temporary construction yard, provided said banner signs do not extend above the height of the perimeter fence.

(2) Individual banner signs shall not exceed ten feet in length. Where multiple banner signs are utilized in lieu of screening material on a fence surrounding a construction site or temporary construction yard, said signs shall be spaced not less than one foot apart unless the banner sign is fabricated of material with not less than 50 percent visual transparency, in which case this provision shall not apply.

7. *Light pole banner signs.*

a. Light pole banner signs may be attached to light poles when the pole is so equipped to receive such banner, except that in no case shall a light pole banner sign be affixed to a light pole in a public right-of-way without the expressed written permission from the city.

b. The surface area of a single light pole banner sign shall not exceed eight square feet as measured on a single side.

c. When two light pole banner signs are affixed to a single light pole, both light pole banner signs shall be consistent with each other with respect to size and shape so as to create uniformity.

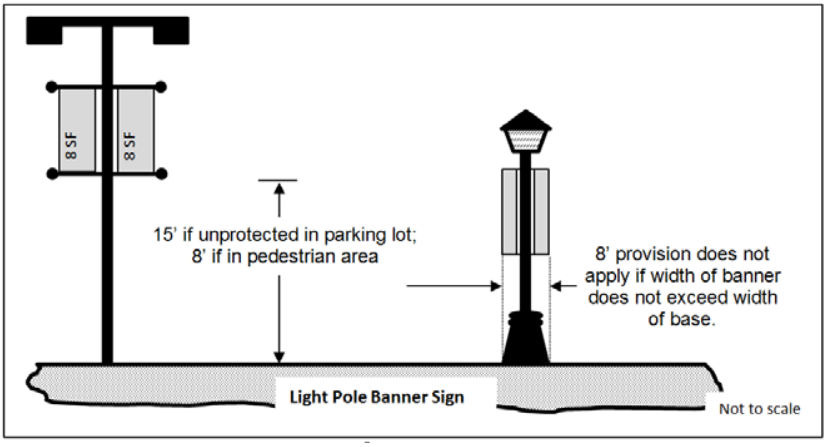
d. When the light pole onto which a light pole banner sign is placed is located within the paved portion of a parking lot, and the light pole base is unprotected from vehicular traffic, the bottom of the light pole banner sign shall be a minimum of 15 feet above the parking surface over which the banner is placed. If the base of the light pole is protected from vehicular traffic, this provision shall not apply.

e. When the light pole is located within a pedestrian area, the bottom of the light pole banner sign shall be a minimum of eight feet above the surface over which the light pole banner sign is placed, unless the light pole banner sign is sufficiently narrow so as to not extend beyond the base of the light pole.

f. Any horizontal supporting members shall either be removed when not in use or shall be of a hinged design and folded into a vertical position when not in use.

g. Light pole banner signs shall not be illuminated in any manner except as incidental to the lighting fixture supported by the light pole.

h. Light pole banner signs shall be equipped with ventilation flaps.



8. *Teardrop banner signs.*

a. Not more than two teardrop banner signs are permitted in conjunction with a lawful temporary event subject to the specific requirements as outlined herein except that in no case shall a teardrop banner sign be allowed on a vacant property.

b. Teardrop banner signs may only be erected on the property on which the lawful temporary event is occurring. In no case shall a teardrop banner sign be located within a public or private right-of-way.

c. No teardrop banner sign shall be located within 15 feet of a pedestrian path, sidewalk, or trail, whether public or private.

d. No teardrop banner sign shall be located within 15 feet of any vehicular parking surface or driveway.

e. No teardrop banner sign shall be located within 50 feet of any public or private right-of-way.

f. The maximum height of the sign structure as measured from the nearest adjacent grade shall not exceed 12 feet with the flag portion of the sign not exceeding 16 square feet.

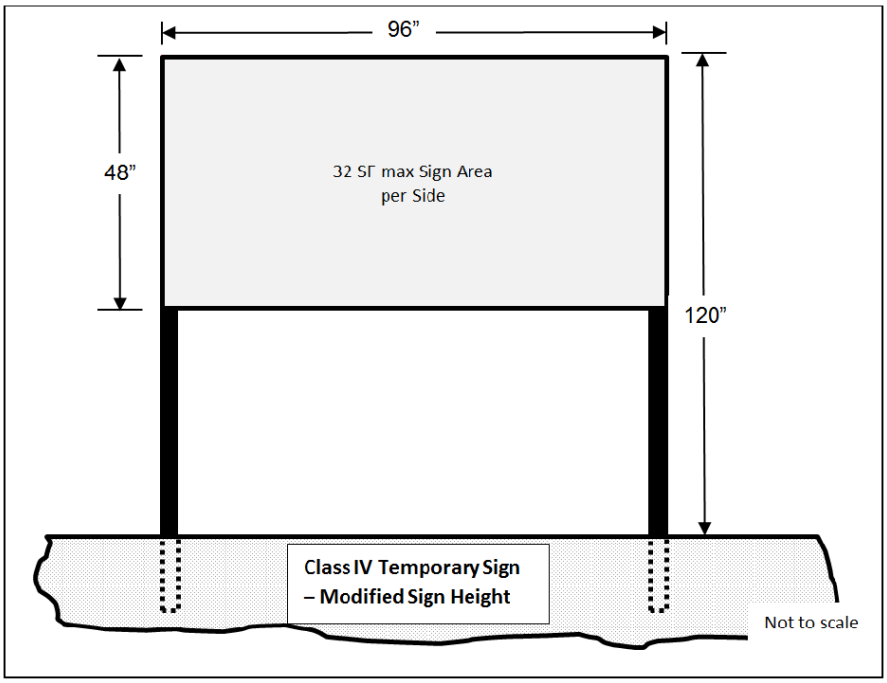
g. The teardrop banner sign shall be supported by a pedestal, which may be weighted or ballasted to prevent being overturned, but in no case shall the supporting sign structure be inserted into the ground.

9. *Sign walkers.* Sign walkers are permitted to operate within the city subject to the following restrictions:

   a. Sign walkers may only operate during daylight hours.
   b. Sign walkers may only operate on a sidewalk intended for pedestrian travel, but shall at no time block the free and unobstructed movement of pedestrians or vehicles.
   c. Sign walkers may carry a maximum of two single-sided signs not exceeding three square feet of sign copy each or one double-sided sign not exceeding 12 square feet of aggregate sign copy; however, in no case shall a sign walker carry any form of electronic messaging.
   d. Sign walkers shall not display a sign in any manner other than by personally holding or wearing said sign.

10. *Model home complex signs.* In addition to other signs that are permitted in association with a single-family residence, a model home complex may employ the following:

   a. One class III temporary sign meeting the requirements of subsection 9(a)(4) herein for each lot located within the boundaries of an approved model home complex. Such signs shall not be illuminated except by ambient lighting.
   b. One class IV temporary sign meeting the requirements of subsection 9(a)(5) herein may be located within the boundaries of the approved model home complex; however, if the model home complex is located adjacent to a collector or arterial street, the overall height of the class IV temporary sign allowed under this paragraph may be increased to 120 inches, provided the sign is designed to withstand windloads as required by the building codes in effect at the time the sign is erected. A class IV temporary sign permitted under this paragraph may be externally illuminated as outlined in section 10.



c. One flagpole not exceeding a height of 45 feet may be erected within the boundaries of the model home complex provided said flagpole is located within the building envelope or within the required front yard of the lot in which it is placed, but not located within any required side or required rear yard. A maximum of two flags may be displayed from said flagpole. The flag and flagpole permitted under this paragraph may be externally illuminated in accordance with **Chapter 107-Article 3** of the Surprise Municipal Code.

d. Two flagpoles not exceeding a height of 20 feet may be erected for each lot located within the boundaries of the approved model home complex. A maximum of one flag may be displayed from each flagpole. Flagpoles permitted under this section may be erected along the perimeter of the model home complex. Flagpoles permitted under this paragraph shall not be illuminated except by ambient lighting.

e. Four additional teardrop banner signs meeting the requirements of subsection 9(a)(8) herein for each lot located within the boundaries of an approved model home complex. Except that subsections 9(a)(8)c., 9(a)(8)d. and 9(a)(8)e. shall not apply. Teardrop banner signs permitted under this section shall not be illuminated except by ambient lighting.

f. One banner sign not exceeding three feet in height and five feet in length may be attached to the trap fence. Said banner sign shall be equipped with ventilation flaps. Banner signs permitted under this paragraph shall not be illuminated except by ambient lighting.

g. One awning sign or canopy sign provided the awning or canopy is limited to the customer entrance to the sales office associated with the approved model home complex. Awning signs or canopy

signs permitted under this paragraph shall not be illuminated except by ambient lighting.

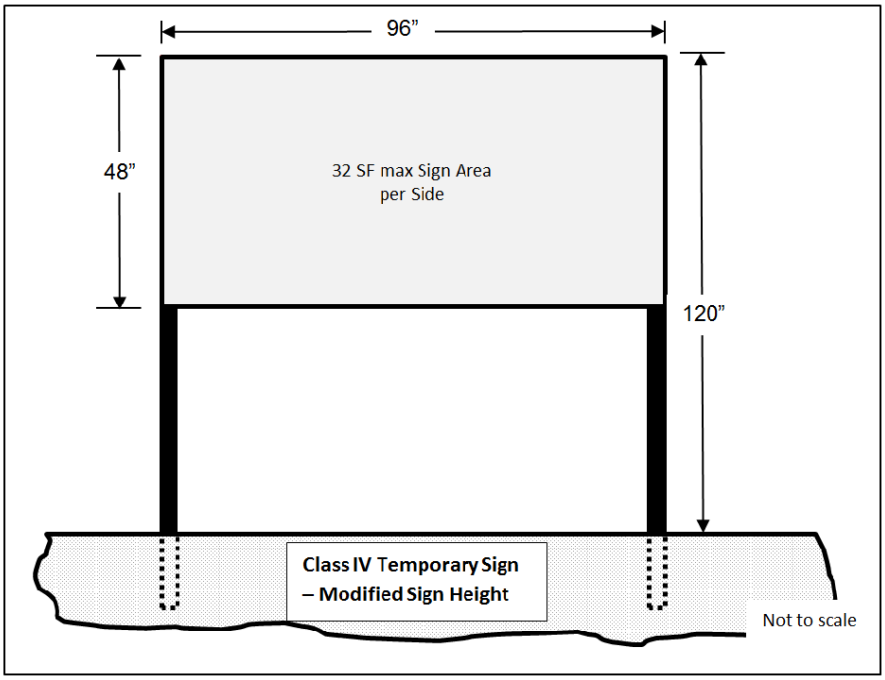
h. One building wall sign not exceeding four square feet may be affixed to the front elevation of the model home sales office facing the street from which the model home complex takes access. Said sign may be externally illuminated or back-lit in accordance with section 10.

i. Information regarding model home signs shall be included with the model home complex application packet to be reviewed and approved with the model home complex. In circumstances where model home complexes in existence as of the effective date of this chapter are to be retrofitted for purposes of implementing signage permitted under this section, an amendment to the approved model home complex is required.

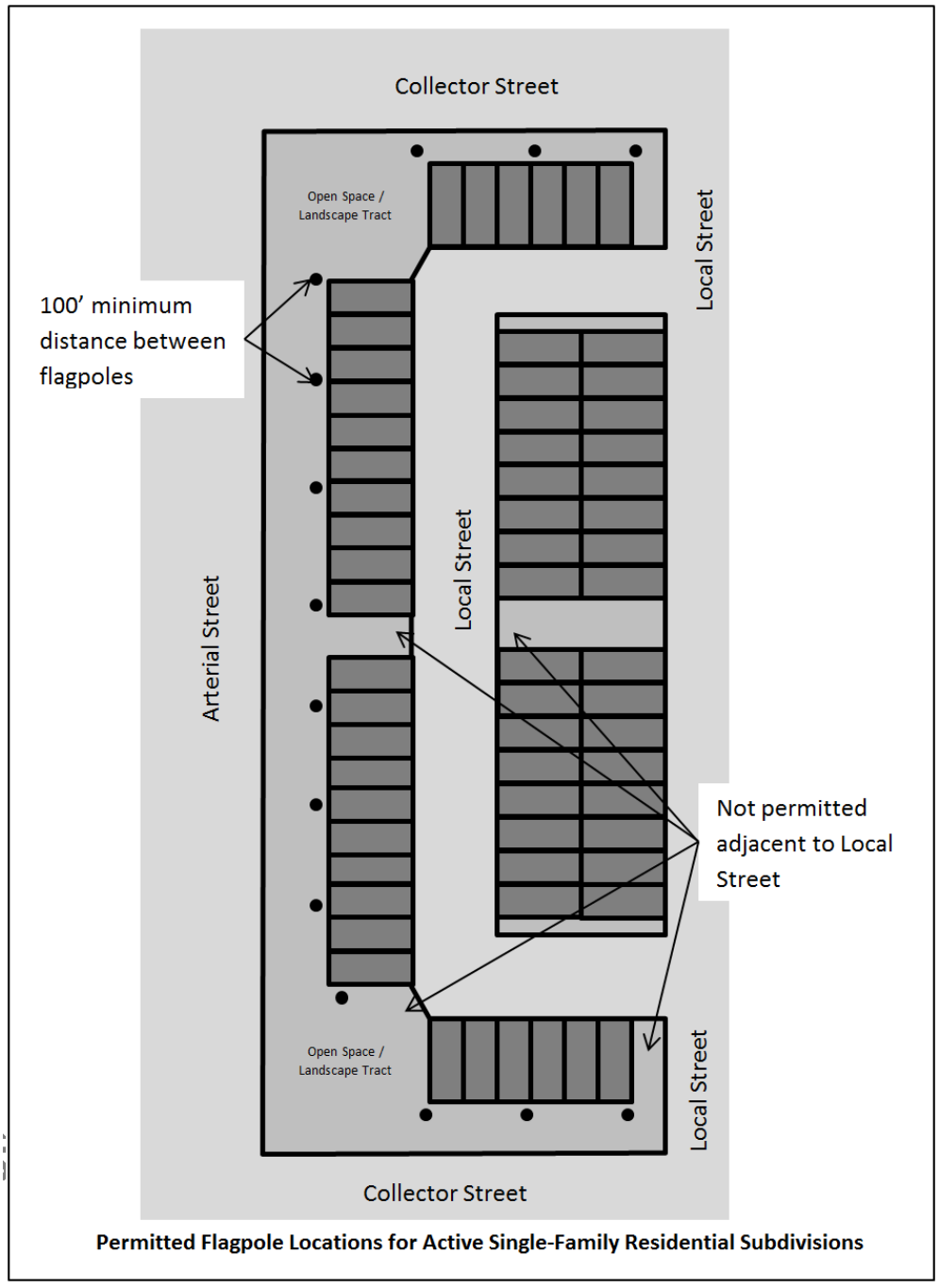
j. All model home signs permitted under this section shall be removed upon the conversion of the model homes to a residential use in accordance with subsection 106-10.29 of the Surprise Municipal Code.

11. *Active single-family residential subdivision signs.* In addition to other signs that may be permitted in association with a model home complex, the following signs are permitted within the boundaries of an active single-family residential subdivision:

a. One class IV temporary sign meeting the requirements of subsection 9(a)(5) herein may be located within the boundaries of an active single-family residential subdivision, provided such sign is located adjacent to a collector street or arterial street. The overall height of the class IV temporary sign allowed under this paragraph may be increased to 120 inches, provided the sign is designed to withstand windloads as required by the building codes in effect at the time the sign is erected. A class IV temporary sign permitted under this paragraph may be externally illuminated as outlined in section 10.



b. Where an active single-family residential subdivision includes an open space tract or landscape tract located adjacent to a collector street or arterial street, a series of flagpoles not exceeding 20 feet in height may be erected within said tract provided said flagpoles are spaced no closer than 100 feet apart; however, flagpoles permitted under this paragraph may not be located adjacent to any local street regardless of the location of the tract relative to the local street. Further, flagpoles permitted under this paragraph may not be illuminated except by ambient lighting.



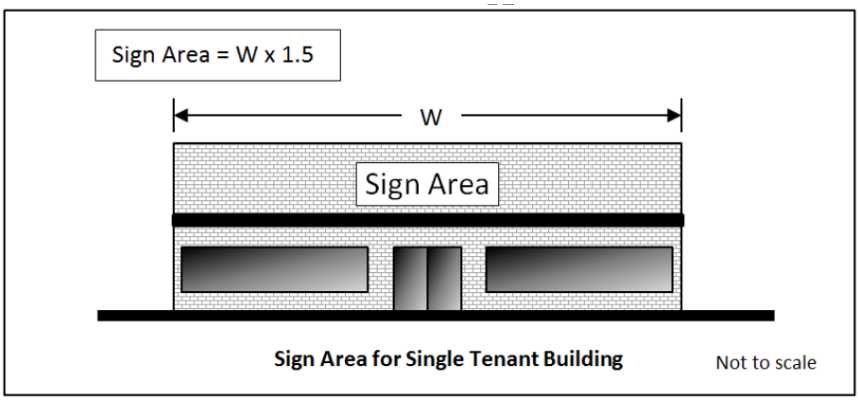
Permitted Flagpole Locations for Active Single-Family Residential Subdivisions

c. All active single-family residential subdivision signs shall be removed upon the close of escrow of the last lot in the subdivision or upon cessation of use, whichever comes first.

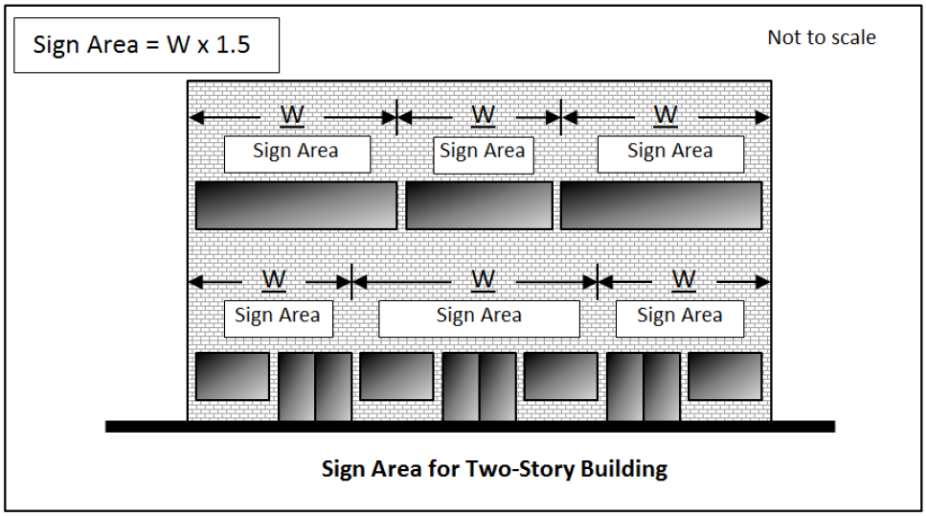
B. *Building-mounted signs.* Building-mounted signs may only be placed on building elevations which face a street or primary parking lot. For purposes of this section, parking areas adjacent to service bays, access drives located behind a building, or alley ways are not considered primary parking areas.

1. *Building wall signs.* In other than residential zoning, building wall signs are permitted on any building elevation of any primary use building, subject to the following:

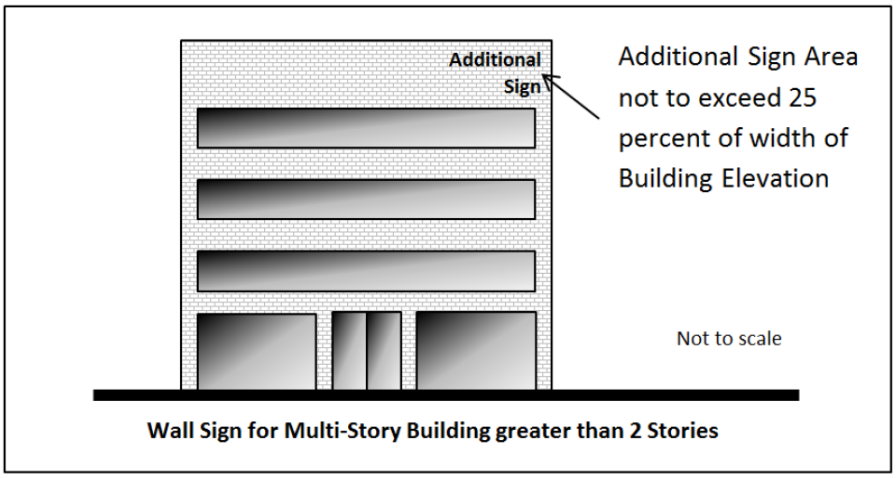
a. For single story, single-tenant buildings, any number of building wall signs may be affixed to any building elevation, provided the aggregate sign area does not exceed one and one-half square foot per one linear foot of building elevation on which the sign is mounted.



b. For two-story office buildings or two-story mixed-use buildings, each tenant who possesses leased tenant frontage on the exterior wall of the building may affix any combination of building wall signs provided the aggregate sign area does not exceed one and one-half square foot per one linear foot of that tenant's leased frontage. In the event a tenant does not possess leased tenant frontage located along the exterior of the building, this provision does not apply.



c. For multi-story buildings greater than two stories one building wall sign, the area of which not exceeding 25 percent of the width of the elevation may be affixed to each building elevation at a location that is nearest the top of the building provided said sign does not extend above the parapet, or in the case of an exposed pitch roof, the drip line of the roof. In no case shall such signs be affixed to an elevator shaft or equipment screening.



d. The sign area of any building wall sign serving an arterial street may be increased by 25 percent when the building is setback at least 600 feet from the public right-of-way and may be further increased an additional 25 percent for each additional 200 feet of setback, up to a maximum of 100 percent, provided the increase in sign area does not cause the sign to be in violation with the other provisions of this section.

e. The maximum width of a building wall sign shall not exceed 80 percent of the leased tenant frontage for a multi-tenant building, or building elevation for a single-tenant building.

f. Building wall signs shall be installed in a manner that does not obscure architectural features such as, but not limited to, pilasters, arches, windows, cornices, pop-outs, decorative trims, moldings, and frieze.

g. Building wall signs may be internally illuminated, externally illuminated, or back-lit, but may not include electronic messaging (EMCs). Further, illumination shall be in accordance with the requirements set forth in section 10.

2. *Blade signs.*

a. One blade sign is permitted per primary use multi-story building located in multi-family, commercial, mixed-use or industrial zoning subject to the specific requirements outlined below.

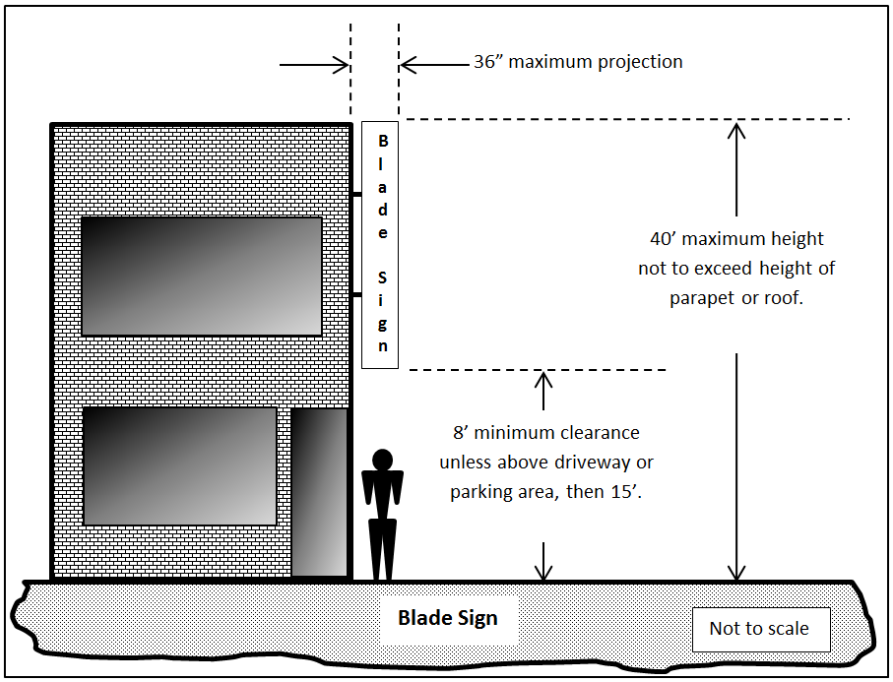
b. When a blade sign extends over a pedestrian area a distance of six inches or more, the bottom of the sign shall not be any closer than eight feet above the walking surface over which the sign is placed. When a blade sign extends any distance over a parking lot or vehicular area, the bottom of the sign shall not be any closer than 15 feet above the paving surface over which the sign is placed.

c. The blade sign shall be mounted such that the top of the sign is not higher than 40 feet above the ground, sidewalk, or pavement surface above which the sign is mounted, except that in no case shall the blade sign extend above the roof of the building onto

which the sign is mounted, or if mounted adjacent to a parapet, the sign shall not extend above the parapet.

d. The blade sign shall not project more than 36 inches from the wall onto which the blade sign is mounted.

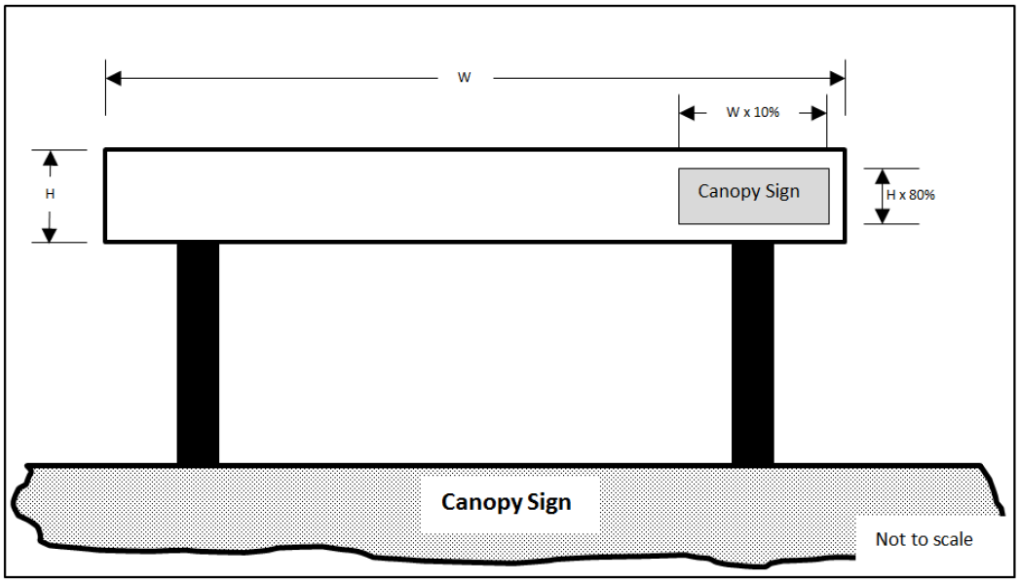
e. The blade sign shall not be externally illuminated in any manner except by ambient lighting as may be present on the property; however, blade signs may be internally illuminated in accordance with the requirements set forth in section 10.



3. *Canopy signs.*

a. Canopy signs shall not exceed 80 percent of the height of the face of the canopy onto which the canopy sign is mounted.

b. Canopy signs shall not exceed ten percent of the width of the face of the canopy onto which the canopy sign is mounted.



c. Canopy signs may be internally illuminated or back-lit in accordance with the requirements set forth in section 9. Level 1 electronic messaging is permitted on a canopy sign, subject to the provisions outlined in section 11.

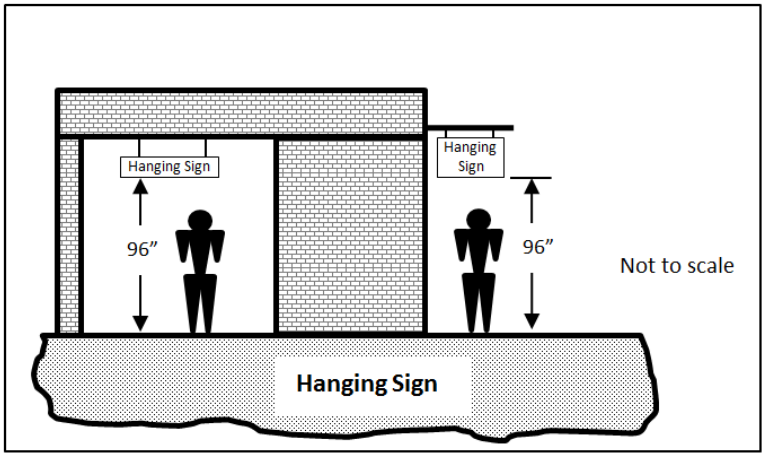
4. *Marquee signs.*

a. The marquee sign shall be affixed to the face plane of the marquee and shall not extend above the uppermost or lowermost limits of the marquee.
b. The marquee sign shall not exceed 80 percent of the width of the face of the marquee onto which the sign is mounted.
c. Marquee signs may be internally illuminated or back-lit in accordance with the requirements set forth in section 9. Level 1 electronic messaging is permitted subject to the provisions outlined in section 11.

5. *Awning signs.* In mixed-use, commercial and industrial zoning districts, awnings may be integrated with sign copy, but shall not contribute towards the overall building wall sign area of a particular building.

6. *Hanging signs.* In mixed-use, commercial and industrial zoning districts, hanging signs are permitted subject to the following time, place, and manner restrictions:

a. Not more than one hanging sign is permitted per customer entrance and shall be mounted above the customer entrance or as close as reasonably practicable.
b. The maximum sign area of the hanging sign shall not exceed six square feet.
c. Where a hanging sign is erected above a pedestrian pathway, the bottom of the sign shall be not less than 96 inches from the walkable surface above which the hanging sign is placed.
d. The hanging sign shall not be externally illuminated in any manner except by ambient lighting present on the property; however, such signs may be internally illuminated in accordance with the requirements set forth in section 10.



7. *Window signs and sunscreens.*

a. Window signs are allowed provided the combined sign area for all window signs affixed to a particular window does not exceed 40 percent of the individual window pane. Etched or stained glass, when integral to the window, shall not be included in the sign area calculation.
b. Sunscreen material may cover 100 percent of the window pane, provided not more than 40 percent of the window pane is covered by any mural or other graphics.
c. Window signs shall not contribute towards the aggregate building wall sign area of a building.

C *Freestanding ground signs.*

1. *Class I monument signs (menu signs) and class II monument signs (preview signs) for drive-through businesses.* Drive-through businesses may utilize one class I monument sign and one class II monument sign per drive-through lane subject to the following:

a. The bottom of the sign copy of a class I monument sign or class II monument sign shall not be less than two feet above the adjacent drive-through lane's paved surface.
b. The overall height of the sign structure of a class I monument sign or class II monument sign shall not be more than eight feet above the adjacent drive-through lane's paved surface.
c. The sign area for an individual class I monument sign or class II monument sign shall not exceed 50 square feet.
d. A class I monument sign shall not be audible from any residential zoning district or residential use, hotel or motel room, or patient room of an overnight medical facility.
e. No class I monument sign or class II monument sign may be located within 100 feet of a residential zoning district or use.
f. Class I monument signs and class II monument signs may be internally illuminated in accordance with the requirements set forth in section 10.
g. Level 2 electronic messaging is permitted, subject to the provisions outlined in section 11.

2. *Class III monument signs (directional signs).* Class III monument signs are permitted along the street frontage in conjunction with a driveway serving any multi-family residential, commercial or industrial development, subject to the following:

a. The class III monument sign shall not exceed 30 inches in height as measured from the adjacent pavement surface of the roadway served by the sign;
b. The sign area of a class III monument sign shall not exceed six square feet;

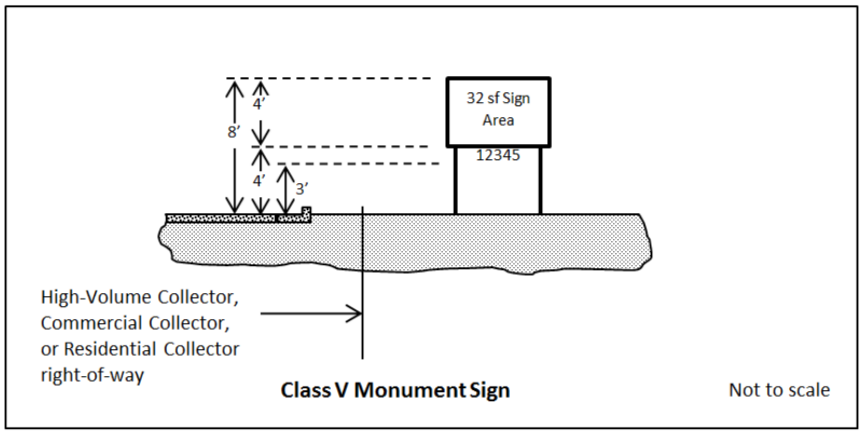
c. The class III monument sign may be internally illuminated, back-lit, or externally illuminated as outlined in section 10 provided the source of external illumination is not visible.

3. *Class IV monument signs (directory signs).* Class IV monument signs are permitted within the interior of any multi-family residential, commercial or industrial development, subject to the following:

a. The class IV monument sign shall not exceed six feet in height as measured from the adjacent pavement surface of the roadway or sidewalk served by the sign;
b. The sign area of a class IV monument sign shall not exceed 12 square feet;
c. The class IV monument sign may be internally illuminated, back-lit, or externally illuminated in accordance with the requirements set forth in section 10 provided the source of external illumination is not visible.

4. *Class V monument signs (minor monument signs)*.

a. Class V monument signs are permitted in conjunction with non-residential uses in a residential zone, not including cottage industries or home occupations; or in multi-family uses in multi-family zoning; or in non-residential uses in a non-residential zone.
b. One class V monument sign meeting the requirements outlined below is permitted for every 150 feet of collector or arterial street frontage or portion thereof, regardless of the presence or location of driveway, provided sight distance requirements are met. The minimum spacing between individual class V monument signs, or between a class V monument sign and a class VI monument signs, located on the same property shall be not less than 150 feet measured radially.
c. When allowed, the height of the class V monument sign shall not exceed eight feet as measured from the edge of pavement of the street being served by the sign, nor shall the maximum sign area exceed 32 square feet. The bottom edge of the sign copy shall be no lower than four feet above the adjacent edge of pavement of the street being served by the sign. The height of the sign structure may extend an additional two feet above the face if the sign provided said extension is limited to non-illuminated architectural embellishments and contains no sign copy.



d. The base of a class V monument sign shall be fitted with the address of the property or properties in a manner that is consistent with section 13.

e. A class V monument sign shall be located within a landscape area not less than 80 square feet.

f. Class V monument signs shall be setback not less than two feet from the right-of-way line except that in the event a public utility easement is present, in which case the sign shall be setback not less than two feet from the easement.

g. Class V monument signs may be internally illuminated, back-lit or externally illuminated in accordance with the requirements set forth in section 10.

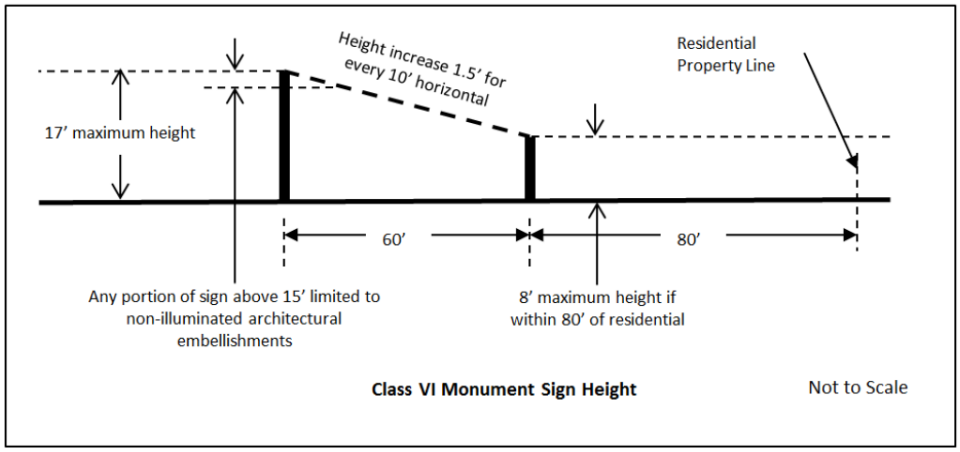
h. Level 1 electronic messaging and level 2 electronic messaging are permitted on a monument sign, subject to the provisions outlined in section 11.

5. *Class VI monument signs (major monument signs).*

a. Class VI monument signs are permitted in conjunction with non-residential uses in a non-residential zone or that portion of a planned area development where the land use plan of the PAD specifically calls out non-residential uses.

b. Class VI monument signs shall only be located adjacent to a parkway, major arterial street, minor arterial street, or along grand avenue. When allowed, one class VI monument sign meeting the requirements outlined below is permitted for every 150 feet of said roadway or portion thereof, regardless of the presence or location of driveway, provided sight distance requirements are met. The minimum spacing between individual class VI monument signs located on the same property shall be not less than 150 feet measured radially. The minimum spacing between class V monument signs and class VI monument signs located on the same property shall not be less than 150 feet measured radially. Properties with less than 150 feet of parkway, major arterial street, minor arterial street, or grand avenue frontage shall not be permitted any class VI monument sign.

c. No class VI monument sign may be located within 80 feet of a property having single-family residential zoning. The height of a class VI monument sign located 80 feet or more from a property having single-family zoning shall not exceed eight feet at 80 feet distant; however, the height of a class VI monument sign may increase one and one-half foot for every additional ten feet of horizontal distance the sign is located away from a property having single-family residential zoning up to a maximum height of 17 feet, provided however that any height in excess of 15 feet shall be limited to architectural embellishments.



d. The sign area of a class VI monument sign shall be limited to 36 square feet, but may increase 12 square feet for every one foot increase in the overall height of the sign up to a maximum sign area of 120 square feet.

e. The base of a class VI monument sign shall be fitted with the address of the property or properties in a manner that is consistent with section 13.

f. A class VI monument sign shall be located within a landscape area not less than the maximum sign area allowed for that sign.

g. Class VI monument signs shall be setback not less than two feet from the right-of-way line. Further, in the event a public utility easement is present, the sign shall be setback not less than two feet from the easement, unless the property owner signs a waiver acknowledging the prior rights of the utility companies to occupy said easement.

h. Class VI monument signs may be internally illuminated, back-lit or externally illuminated in accordance with the requirements set forth in section 10.

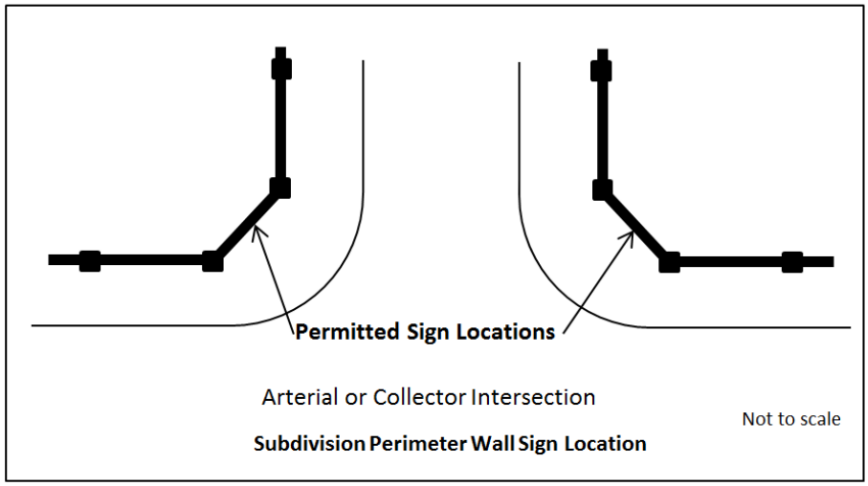
i. Level 1 electronic messaging and level 2 electronic messaging are permitted on a class VI monument sign, subject to the provisions outlined in section 11.

6. *Roadway arch signs.* Roadway arch signs may be erected within any commercial or industrial development subject to the following:

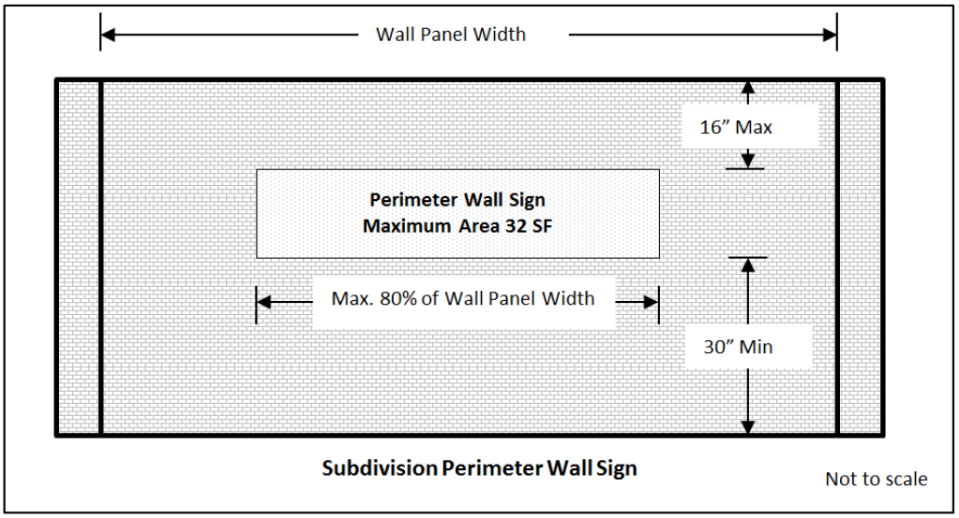
a. Roadway arch signs shall maintain a vehicular clearance of not less than 18 feet;
b. Roadway arch signs shall not interfere with pedestrian or vehicular movement;
c. Roadway arch signs may be internally illuminated, or back-lit in accordance with the requirements set forth in section 10 except that if the roadway arch sign is located within 100 feet of any residential zoning district or use, the roadway arch sign shall not be illuminated.

7. *Subdivision perimeter wall signs.*

a. Where a subdivision perimeter wall is located adjacent to a street corner that intersects a collector or arterial street, one subdivision perimeter wall sign may be affixed to the wall panel of the subdivision perimeter wall most closely oriented to the intersection, subject to the specific requirements outlined below.



b. The maximum sign area shall not exceed 32 square feet.
c. The width of the sign shall not exceed 80 percent of the width of the perimeter wall panel into which the sign is mounted.
d. The bottom of the sign shall be no lower than 30 inches from the adjacent grade.
e. The top of the sign shall be no higher than 16 inches from the top of the wall panel onto which the sign is mounted.
f. The sign may be back-lit or externally illuminated provided the source of illumination is not visible from the street or from the adjacent residential property and is otherwise in accordance with the requirements set forth in section 10.



8. *Freeway monument signs.* Freeway monument signs may be permitted as outlined in this section:

a. *State Route 303 Corridor.* Freeway monument signs may be located within the following portions of the State Route 303 Corridor, subject to prior approval of a conditional use permit to be processed as a Type 3 application in accordance with Chapter 102 of this Ordinance:

(1) *State Route 303 and U.S. 60.* An area of land generally located at the intersection of State Route 303 and U.S. 60, being situated in the south half of Section 18 and the north half of Section 19, Township 4 North, Range 2 West and the south half of Section 36, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point located at longitude 112°24'13" west by latitude 33°40'49" north, thence southwesterly along a line bearing N43°00'58"E a distance of 1,320 feet to the beginning of a non-tangent curve the center of which is said longitude and latitude; thence clockwise along the arc of said curve a distance of approximately 2,070 feet, thence departing said arc southeasterly along a line bearing N46°13'20"W a distance of 1,320 feet to the POINT OF BEGINNING

(2) *State Route 303 and Bell Road.* An area of land generally located at the intersection of State Route 303 and Bell Road, being situated in the north half of Section 1, Township 3 North, Range 2 West and the south half of Section 36, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the north quarter corner of said Section 1, thence easterly along the north line of the northeast quarter of said Section 01 a distance of 850 feet to the beginning of a non-tangent curve the center of which is said north quarter corner; thence clockwise along the arc of said curve a distance of approximately 4,000 feet to a point on the east line of the southwest quarter of said Section 36, thence departing said curve, southerly along said east line a distance of 850 feet to the POINT OF BEGINNING

(3) *State Route 303 and Greenway Road.* An area of land generally located at the intersection of State Route 303 and Greenway Road, being situated in the southeast quarter of Section 1, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the south quarter corner of said Section 01, thence northerly along the west line of said southeast quarter a distance of 450 feet to the beginning of a non-tangent curve the center of which is said south quarter corner; thence clockwise along the arc of said curve a distance of approximately 700 feet to a point on the south line of said southeast quarter; thence departing said curve, westerly along said south line a distance of 450 feet to the POINT OF BEGINNING

(4) *State Route 303 and Cactus Road.* An area of land generally located at the intersection of State Route 303 and Cactus Road, being situated in the northeast quarter of Section 24, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

BEGINNING at the north quarter corner of said Section 24; thence easterly along the north line of said northeast quarter a distance of 850 feet to the beginning of a non-tangent curve the center of which is said north quarter corner; thence clockwise along the arc of said curve approximately 1,340 feet to a point on the west line of said northeast quarter; thence departing said curve, northerly along said west line a distance of 850 feet to the POINT OF BEGINNING

(5) All freeway monument signs located within the aforementioned locations are subject to the provisions in subsections 9(c)(9)b.—e.

b. *Additional locational requirements.* The following additional locational requirements apply for all freeway monument signs regardless of where in the corridor it is located:

(1) Freeway monument signs may only be approved on lands zoned for commercial or industrial uses.
(2) No freeway monument sign shall be located within 300 feet of a property zoned for residential uses, or any open space tract that is associated with a residential development.
(3) Freeway monument signs shall not be located closer than 20 feet from the adjacent right-of-way.
(4) Spacing between freeway monument signs shall be not less than 750 feet, unless separated by a freeway or arterial right-of-way.
(5) Freeway monument signs shall not be allowed within a natural or manmade watercourse.

c. *Dimensional requirements.* The following dimensional requirements apply for all freeway monument signs regardless of the corridor in which it is located:

(1) The overall height of a freeway monument sign shall not exceed 65 feet as measured from the finished grade of the site where the freeway monument sign is located to the highest point of the sign structure.
(2) Freeway monument signs shall be allowed an extra three feet in height for architectural embellishments.
(3) The sign area of a freeway monument sign shall not exceed 650 square feet.

d. *Design requirements.* The following design requirements apply for all freeway monument signs regardless of the corridor in which it is located:

(1) Freeway monument signs may incorporate level 2 electronic messaging centers as outlined section 11 herein, except that electronic messaging centers used in freeway monument sign applications may occupy up to 50 percent of the allowable sign area of the sign, exclusive of architectural embellishments as required herein, and provided such electronic messaging centers are turned off between 11:00 p.m. and dawn.
(2) Freeway monument signs shall incorporate architectural features of the commercial development on which the sign is located; however, such embellishments shall not include any sign copy.
(3) Freeway monument signs shall require a landscaped area equal to four square feet of landscaping for each square foot of sign area and shall be located around the base of the sign; freeway monument signs may be illuminated by externally-illuminated indirect or internal lighting.

e. Any conditional use permit approval is hereby conditioned upon the applicant obtaining a valid construction permit for the freeway monument sign approved under said conditional use permit. The applicant shall obtain certificate of completion from the city within six months of approval of the conditional use permit by the City Council. Failure to obtain a certificate of completion within the designated time allotment shall render the conditional use permit null and void; however, the city manager or designee may grant a one-time extension for a period not to exceed six months when in the opinion of the city manager or designee the circumstances warrant such.

9. *Billboard Signs:* Billboard Signs may be permitted as outlined in this Section:

a. *State Route 303 Corridor:* Billboard Signs may be located within that portion of the State Route 303 Corridor between a specific point located at Latitude 33°41'49" N by Longitude 112°21'35" W and extending in a westerly direction along the northern right-of-way line of State Route 303 ~~from the southeast corner of Section 9 of the Gila and Salt River Base and Meridian and extending in a westerly direction~~ a distance of approximately 3,960' ~~along the south line of Section 9 located at Latitude 33°41'49" N by Longitude 112°21'35" W and~~ to the specific point of Latitude 33°41' 47" N by Longitude 112°22' 22" W, subject to prior approval of a Conditional Use Permit in accordance with Chapter 102-6.3 of the Surprise Land Development Ordinance. All billboard signs located within the aforementioned corridor are subject to the provisions in Paragraph 109-1.9.C.9:

(1) Billboard signs located within the State Route 303 corridor as defined above shall serve eastbound and/or westbound traffic but shall only be located north of the freeway right-of-way. Further, where a billboard sign is located within the State Route 303 Corridor, at least one (1) sign face shall consist of an Electronic Messaging Center.

(2) The overall height of a billboard sign within the State Route 303 Corridor shall not exceed forty-five (45) feet as measured from the adjacent roadway to the top of the sign structure, exclusive of architectural embellishments as permitted in this Section.

(3) The overall dimensions of the sign panel associated with a billboard sign within the State Route 303 Corridor shall not exceed forty-eight (48) feet in width and fourteen (14) feet in height for a total sign area not to exceed 672 square feet, exclusive of architectural embellishments as permitted in this Section.

b. *Additional Locational Requirements:* The following additional locational requirements apply for all billboard signs:

(1) Billboard signs may only be approved within a Planned Area Development (PAD), that portion of the PAD in which the approved land use plan specifically calls out commercial, industrial or employment uses and in Commercial or Industrial zoning districts, and only within the specified Corridor.

(2) Billboard signs shall not be located closer than twenty (20) feet from the State Route 303 right-of-way line and not further than 200 feet from said right-of-way line.

(3) No billboard sign shall be approved within 660 feet of any Freeway Monument Sign existing at the time of Conditional Use Permit application for the billboard sign in question.

(4) No billboard sign shall be approved within 1760' of any billboard sign approved or existing at the time of Conditional Use Permit application for the billboard sign in question.

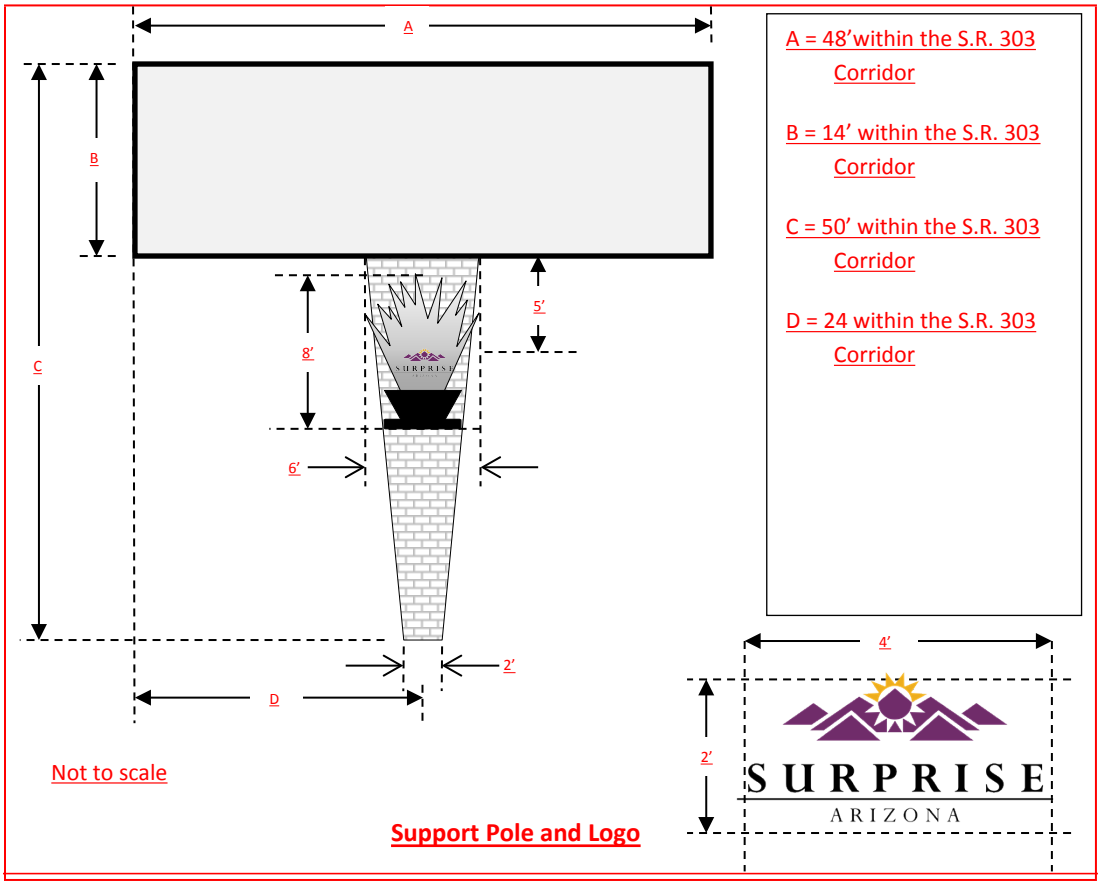
c. *Design Requirements:* The following design requirements apply for all billboard signs:

(1) Billboard Signs may incorporate Level 2 Electronic Messaging Centers as outlined Chapter 109-1.11.6 herein, except that Electronic Messaging Centers used in billboard applications may occupy up to 100% of the allowable sign area of the billboard, exclusive of architectural embellishments as may be permitted or required herein and provided such Electronic Messaging Centers are turned off between 11:00 PM and dawn.

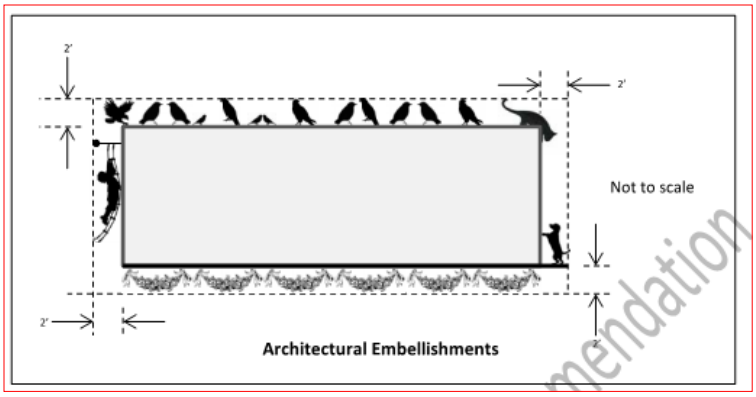
(2) Billboard Signs shall be supported by a single pole or column, which shall be dimensionally centered beneath the sign panel and shall incorporate a pole cover comprised of stone, brick or other architecturally compatible material that conceals the structural component of the pole or column. Unless an alternative design is approved by the Planning and Zoning Commission, the pole cover shall be of a trapezoidal shape, with a base width equal to one-third (1/3) the width of the top of the pole cover.

(3) Unless an alternative design is approved by the Planning and Zoning Commission, the supporting pole or column shall also include additional architectural embellishments

that incorporate the official Primary City of Surprise Logo superimposed onto a stylized agave image. The logo shall be approximately two (2) feet tall by four (4) feet wide. The stylized agave image shall be eight (8) feet high by six (6) feet wide. The vertical center of the arrangement shall be five (5) feet below the lower edge of the sign panel.



(4) Artistic or architectural embellishments up to thirty (30) square feet may be attached to the perimeter of the sign panel, provided said embellishments do not extend more than two (2) feet in any direction beyond the face of the sign and do not otherwise obstruct the architectural embellishments as may be required under Paragraph 109-1.9.C.9.c above.



d. Any Conditional Use Permit approval is hereby conditioned upon the applicant obtaining a valid construction permit for the billboard sign approved under said Conditional Use Permit. The applicant shall obtain Certificate of Completion from the City of Surprise within six (6) months of approval of the Conditional Use Permit by the Planning and Zoning Commission. Failure to obtain a Certificate of Completion within the designated time allotment shall render the Conditional Use Permit null and void; however, the City Manager or designee may grant a one-time extension for a period not to exceed six (6) months when in the opinion of the City Manager or designee the circumstances warrant such.

109-1.9 **Sign classifications and types.** The following sign classifications and types as defined in **section 109-1.6** are permitted in the city as outlined in table 109-1a subject to the following "time, place and manner" restrictions.

A. Temporary signs. When allowed, temporary signs shall conform to the following requirements:

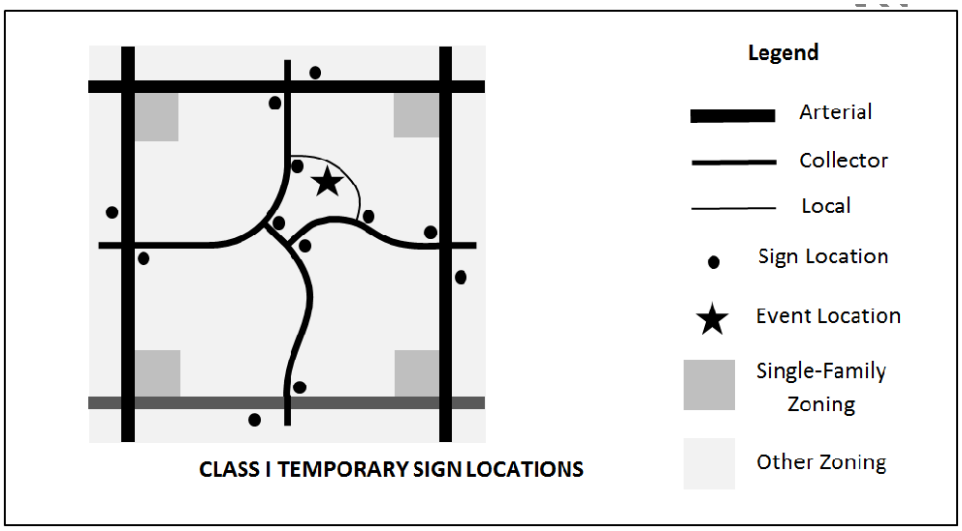
1. *General requirements.*

    a. Temporary signs shall not be illuminated in any manner except by ambient lighting present on the property.
    b. Temporary signs shall include the name and phone number of the contact person responsible for placing the sign.
    c. No temporary sign may interfere with the free movement of pedestrian or vehicular traffic.
    d. The supporting elements for class III temporary signs and class IV temporary signs may be directly buried or inserted into the soil; however, in no case shall concrete, or other permanent attachments to the ground, or attachment to other permanent structure(s) be utilized.

2. *Class I temporary signs (small A-frame signs).* Class I temporary signs, as defined herein, are allowed subject to the general requirements as stated above plus the following:

    a. Class I temporary signs are only allowed in conjunction with a lawful temporary event being held on land zoned for single-family residential uses.
    b. Class I temporary signs may be placed in the following locations when in association with a lawful temporary event occurring on land zoned for single-family residential uses:

        (1) One class I temporary sign at the site of the lawful temporary event,
        (2) One class I temporary sign at each local or collector street intersection leading from the site of the lawful temporary event to the adjacent arterial street grid,
        (3) Two class I temporary signs at the point where the local or collector street intersects with the arterial street. One sign may be located at the corner of the intersection on the side of the arterial street closest to the lawful temporary event. A second sign may be located on the opposite side of the arterial street, provided said sign is no further than 500 feet from the intersection.



CLASS I TEMPORARY SIGN LOCATIONS

c. When allowed, class I temporary signs may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. The sign may be weighted or ballasted; however, no such sign may be affixed to the ground or to any permanent structure.

f. Class I temporary signs may be placed one hour before the start of a lawful temporary event and shall be removed not more than one hour after the end of a lawful temporary event that occurs between the hours of 9:00 a.m. and 6:00 p.m. on Mondays, Tuesdays, Wednesdays, and Thursdays. In addition, class I temporary signs may be placed for any length of time between the hours of 4:00 p.m. Friday and 11:00 p.m. Sunday.

g. If the lawful temporary event being served by the class I temporary sign requires a temporary use permit, the locations of the class I temporary signs shall be included with the application materials.

3. *Class II temporary signs (large A-frame signs and pedestal signs).* Class II temporary signs, as defined herein, are allowed subject to the general requirements as stated above plus the following:

a. Class II temporary signs are only allowed in conjunction with a lawful commercial use including cottage industries, but not home occupations.

b. When a class II temporary sign is being utilized in conjunction with a lawful commercial use, one such sign may be located within 15 feet of the doorway of the customer entrance to the building in which the lawful commercial use is located.

c. When allowed, Class II temporary signs may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. The sign may be weighted or ballasted; however, no such sign may be affixed to the ground or to any permanent structure.

f. Class II temporary signs utilized in conjunction with a lawful commercial use may be displayed during the business hours of the business served by the Class II temporary signs.

4. *Class III temporary signs (small post-signs).*

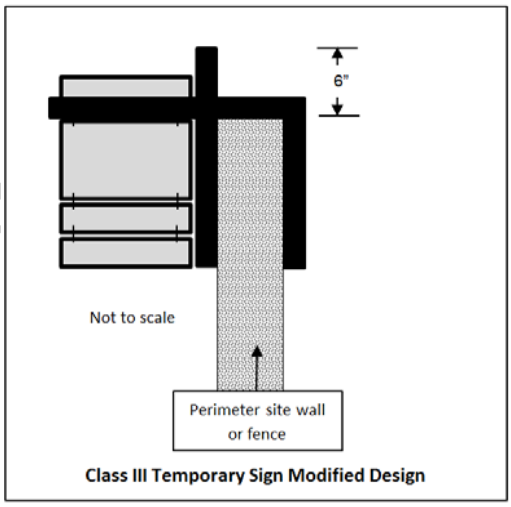
a. Not more than one class III temporary sign meeting the specific requirements outlined in this section is permitted per lot of record except that if said lot abuts more than one street, one additional class III temporary sign meeting said requirements may be erected along each additional street frontage.

b. In the event a property is vacant, additional class III temporary signs may be erected on said property provided the spacing between such signs is not less than 600 feet.

c. Class II temporary signs shall not be located within the street right-of-way, median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. In the event that a lot's perimeter site wall or fence is adjacent to or within 20 feet of a street, the class III temporary sign may be modified to allow the sign to be hung from but not attached to the perimeter site wall or fence provided the sign does not exceed the height of the wall or fence by more than six inches and does not interfere with pedestrian movement.



Class III Temporary Sign Modified Design

5. *Class IV temporary signs (large post-signs).*

   a. Not more than one class IV temporary sign meeting the specific requirements outlined in this section is permitted per lot of record except that if said lot abuts more than one street, one additional class IV temporary sign meeting said requirements may be erected along each additional street frontage, except that class IV temporary signs associated with a public hearing shall not be counted towards this total.
   b. Class IV temporary signs shall not be located within the street right-of-way, median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.
   c. The maximum number of sign panels per sign structure shall not exceed two.

6. *Banner signs and festoons.*

   a. *General.* The following provisions apply to all banner signs and festoons:

      (1) Banner signs shall be equipped with ventilation flaps.
      (2) Banner signs and festoons shall be securely attached to the building or fence, but in no case shall be attached to freestanding poles or vegetation.

   b. *Residential.* Any number of banner signs, festoons or combination thereof are permitted per dwelling unit, provided the aggregate length does not exceed 20 lineal feet and the aggregate area does not exceed 100 square feet.
   c. *Non-residential.* Banner signs and festoons are permitted on properties zoned for non-residential use subject to the following:

      (1) One banner sign may be placed on a building, provided the maximum area of the banner sign shall not exceed one

square foot per linear foot of building elevation, not to exceed 500 square feet.

(2) For a single-tenant building, the width of the banner sign shall not exceed 80 percent of the width of the building elevation onto which the banner sign is attached. For multi-tenant building, the width of the banner sign shall not exceed 80 percent of the leased tenant frontage.

(3) Any number of festoons may be placed on a building provided the festoon contains no advertising copy, the aggregate length does not exceed 20 lineal feet, and the aggregate area does not exceed 100 square feet.

d. *Construction sites and temporary construction yards.* Banner signs are allowed in conjunction with active construction sites and temporary construction yards regardless of zoning, subject to the following:

(1) One or more banner signs may be affixed to the perimeter fence surrounding a construction site or temporary construction yard, provided said banner signs do not extend above the height of the perimeter fence.

(2) Individual banner signs shall not exceed ten feet in length. Where multiple banner signs are utilized in lieu of screening material on a fence surrounding a construction site or temporary construction yard, said signs shall be spaced not less than one foot apart unless the banner sign is fabricated of material with not less than 50 percent visual transparency, in which case this provision shall not apply.

7. *Light pole banner signs.*

a. Light pole banner signs may be attached to light poles when the pole is so equipped to receive such banner, except that in no case shall a light pole banner sign be affixed to a light pole in a public right-of-way without the expressed written permission from the city.

b. The surface area of a single light pole banner sign shall not exceed eight square feet as measured on a single side.

c. When two light pole banner signs are affixed to a single light pole, both light pole banner signs shall be consistent with each other with respect to size and shape so as to create uniformity.

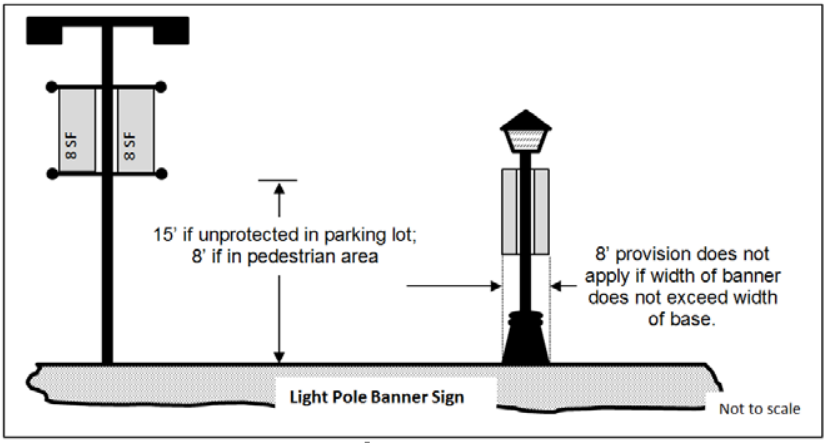
d. When the light pole onto which a light pole banner sign is placed is located within the paved portion of a parking lot, and the light pole base is unprotected from vehicular traffic, the bottom of the light pole banner sign shall be a minimum of 15 feet above the parking surface over which the banner is placed. If the base of the light pole is protected from vehicular traffic, this provision shall not apply.

e. When the light pole is located within a pedestrian area, the bottom of the light pole banner sign shall be a minimum of eight feet above the surface over which the light pole banner sign is placed, unless the light pole banner sign is sufficiently narrow so as to not extend beyond the base of the light pole.

f. Any horizontal supporting members shall either be removed when not in use or shall be of a hinged design and folded into a vertical position when not in use.

g. Light pole banner signs shall not be illuminated in any manner except as incidental to the lighting fixture supported by the light pole.

h. Light pole banner signs shall be equipped with ventilation flaps.



8. *Teardrop banner signs.*

a. Not more than two teardrop banner signs are permitted in conjunction with a lawful temporary event subject to the specific requirements as outlined herein except that in no case shall a teardrop banner sign be allowed on a vacant property.

b. Teardrop banner signs may only be erected on the property on which the lawful temporary event is occurring. In no case shall a teardrop banner sign be located within a public or private right-of-way.

c. No teardrop banner sign shall be located within 15 feet of a pedestrian path, sidewalk, or trail, whether public or private.

d. No teardrop banner sign shall be located within 15 feet of any vehicular parking surface or driveway.

e. No teardrop banner sign shall be located within 50 feet of any public or private right-of-way.

f. The maximum height of the sign structure as measured from the nearest adjacent grade shall not exceed 12 feet with the flag portion of the sign not exceeding 16 square feet.

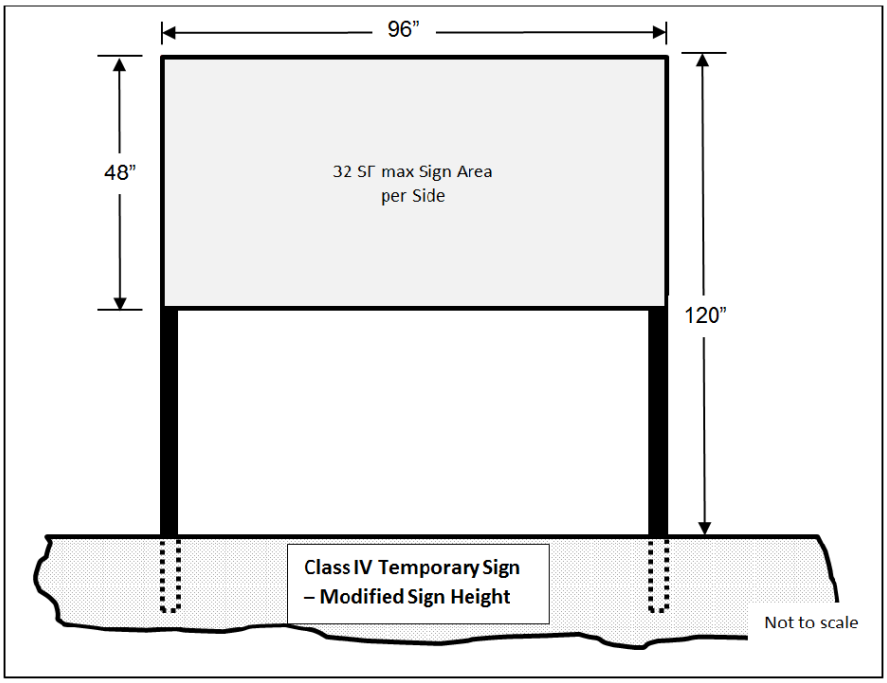
g. The teardrop banner sign shall be supported by a pedestal, which may be weighted or ballasted to prevent being overturned, but in no case shall the supporting sign structure be inserted into the ground.

9. *Sign walkers.* Sign walkers are permitted to operate within the city subject to the following restrictions:

   a. Sign walkers may only operate during daylight hours.
   b. Sign walkers may only operate on a sidewalk intended for pedestrian travel, but shall at no time block the free and unobstructed movement of pedestrians or vehicles.
   c. Sign walkers may carry a maximum of two single-sided signs not exceeding three square feet of sign copy each or one double-sided sign not exceeding 12 square feet of aggregate sign copy; however, in no case shall a sign walker carry any form of electronic messaging.
   d. Sign walkers shall not display a sign in any manner other than by personally holding or wearing said sign.

10. *Model home complex signs.* In addition to other signs that are permitted in association with a single-family residence, a model home complex may employ the following:

   a. One class III temporary sign meeting the requirements of subsection 9(a)(4) herein for each lot located within the boundaries of an approved model home complex. Such signs shall not be illuminated except by ambient lighting.
   b. One class IV temporary sign meeting the requirements of subsection 9(a)(5) herein may be located within the boundaries of the approved model home complex; however, if the model home complex is located adjacent to a collector or arterial street, the overall height of the class IV temporary sign allowed under this paragraph may be increased to 120 inches, provided the sign is designed to withstand windloads as required by the building codes in effect at the time the sign is erected. A class IV temporary sign permitted under this paragraph may be externally illuminated as outlined in section 10.



c. One flagpole not exceeding a height of 45 feet may be erected within the boundaries of the model home complex provided said flagpole is located within the building envelope or within the required front yard of the lot in which it is placed, but not located within any required side or required rear yard. A maximum of two flags may be displayed from said flagpole. The flag and flagpole permitted under this paragraph may be externally illuminated in accordance with **Chapter 107-Article 3** of the Surprise Municipal Code.

d. Two flagpoles not exceeding a height of 20 feet may be erected for each lot located within the boundaries of the approved model home complex. A maximum of one flag may be displayed from each flagpole. Flagpoles permitted under this section may be erected along the perimeter of the model home complex. Flagpoles permitted under this paragraph shall not be illuminated except by ambient lighting.

e. Four additional teardrop banner signs meeting the requirements of subsection 9(a)(8) herein for each lot located within the boundaries of an approved model home complex. Except that subsections 9(a)(8)c., 9(a)(8)d. and 9(a)(8)e. shall not apply. Teardrop banner signs permitted under this section shall not be illuminated except by ambient lighting.

f. One banner sign not exceeding three feet in height and five feet in length may be attached to the trap fence. Said banner sign shall be equipped with ventilation flaps. Banner signs permitted under this paragraph shall not be illuminated except by ambient lighting.

g. One awning sign or canopy sign provided the awning or canopy is limited to the customer entrance to the sales office associated with the approved model home complex. Awning signs or canopy

signs permitted under this paragraph shall not be illuminated except by ambient lighting.

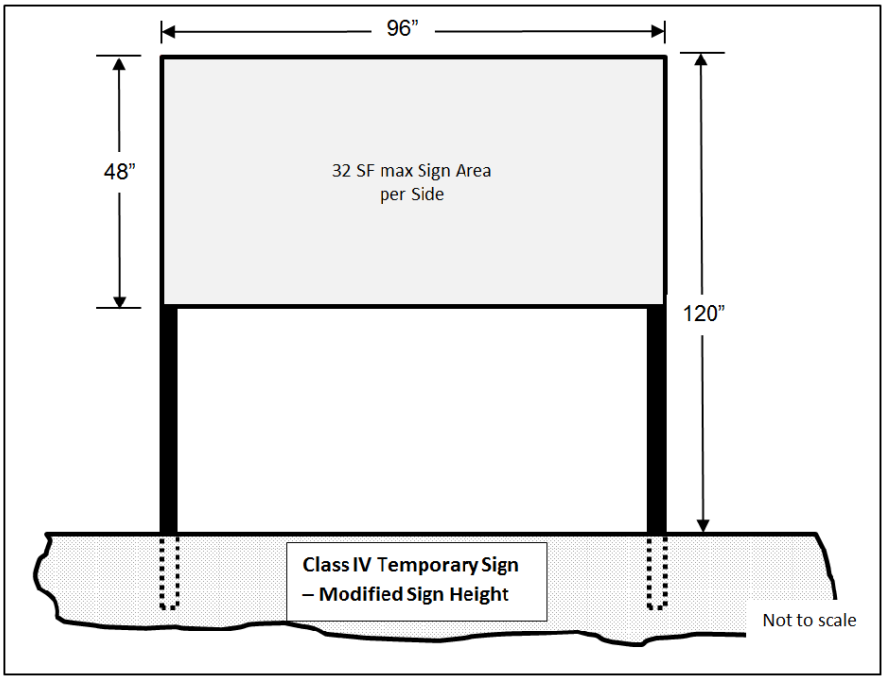
h. One building wall sign not exceeding four square feet may be affixed to the front elevation of the model home sales office facing the street from which the model home complex takes access. Said sign may be externally illuminated or back-lit in accordance with section 10.

i. Information regarding model home signs shall be included with the model home complex application packet to be reviewed and approved with the model home complex. In circumstances where model home complexes in existence as of the effective date of this chapter are to be retrofitted for purposes of implementing signage permitted under this section, an amendment to the approved model home complex is required.

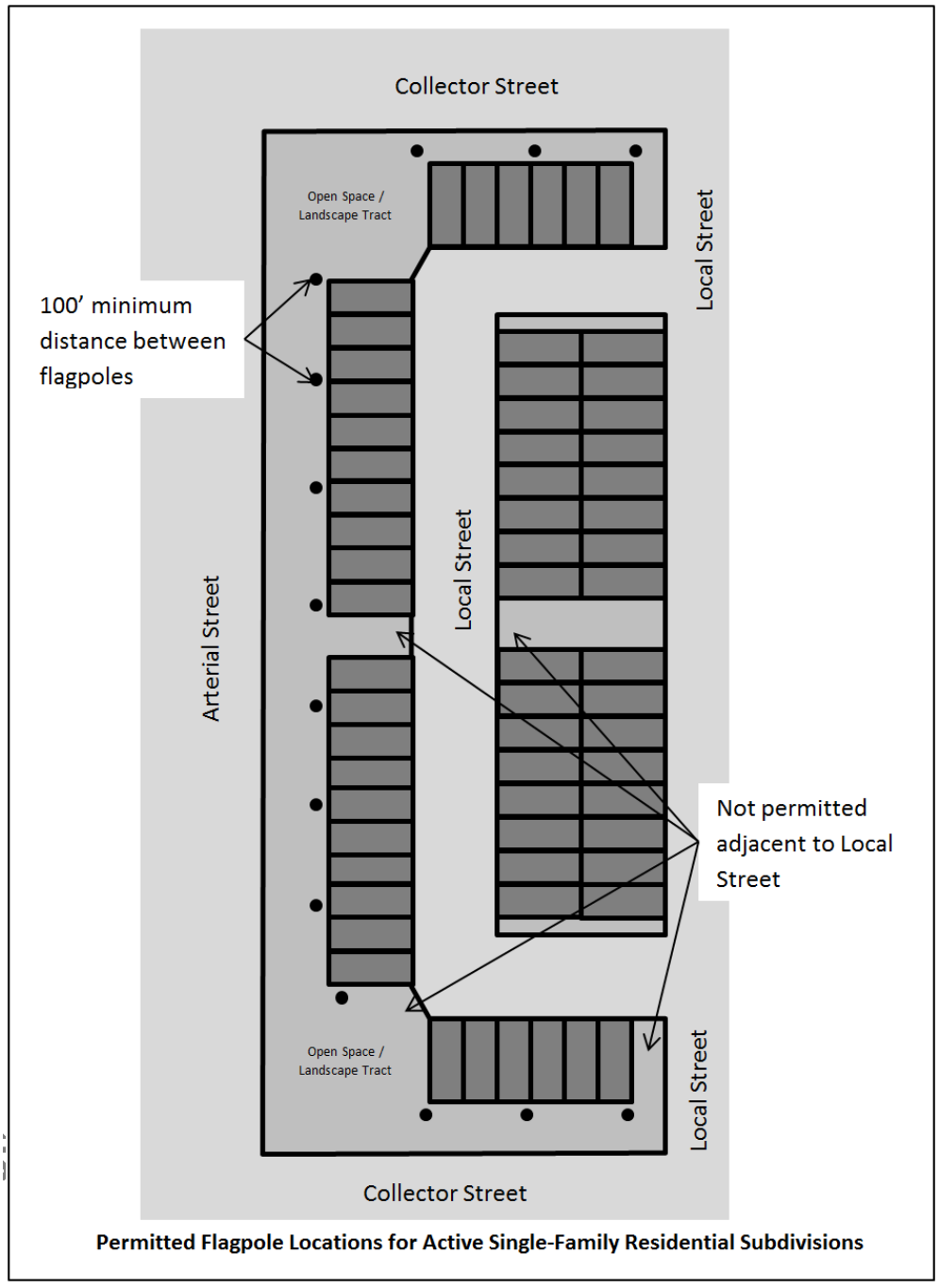
j. All model home signs permitted under this section shall be removed upon the conversion of the model homes to a residential use in accordance with subsection 106-10.29 of the Surprise Municipal Code.

11. *Active single-family residential subdivision signs.* In addition to other signs that may be permitted in association with a model home complex, the following signs are permitted within the boundaries of an active single-family residential subdivision:

a. One class IV temporary sign meeting the requirements of subsection 9(a)(5) herein may be located within the boundaries of an active single-family residential subdivision, provided such sign is located adjacent to a collector street or arterial street. The overall height of the class IV temporary sign allowed under this paragraph may be increased to 120 inches, provided the sign is designed to withstand windloads as required by the building codes in effect at the time the sign is erected. A class IV temporary sign permitted under this paragraph may be externally illuminated as outlined in section 10.



b. Where an active single-family residential subdivision includes an open space tract or landscape tract located adjacent to a collector street or arterial street, a series of flagpoles not exceeding 20 feet in height may be erected within said tract provided said flagpoles are spaced no closer than 100 feet apart; however, flagpoles permitted under this paragraph may not be located adjacent to any local street regardless of the location of the tract relative to the local street. Further, flagpoles permitted under this paragraph may not be illuminated except by ambient lighting.



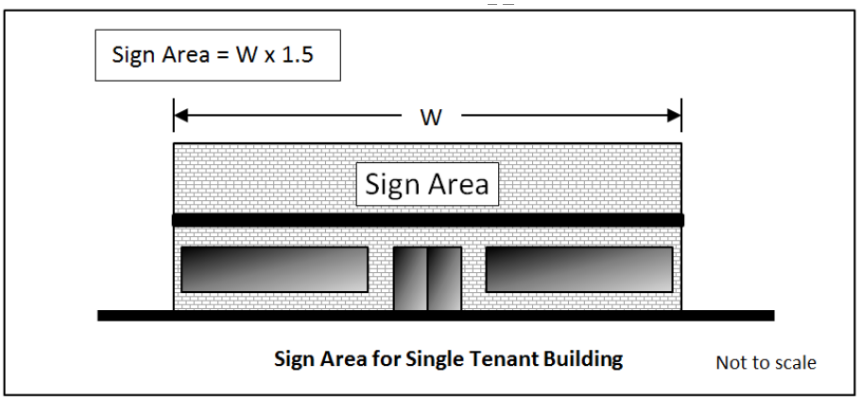
Permitted Flagpole Locations for Active Single-Family Residential Subdivisions

c. All active single-family residential subdivision signs shall be removed upon the close of escrow of the last lot in the subdivision or upon cessation of use, whichever comes first.

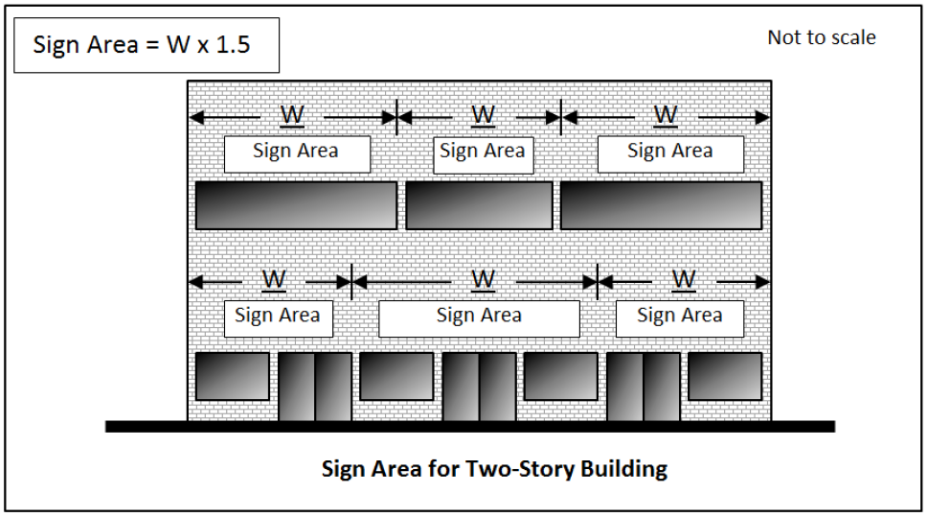
B. *Building-mounted signs.* Building-mounted signs may only be placed on building elevations which face a street or primary parking lot. For purposes of this section, parking areas adjacent to service bays, access drives located behind a building, or alley ways are not considered primary parking areas.

1. *Building wall signs.* In other than residential zoning, building wall signs are permitted on any building elevation of any primary use building, subject to the following:

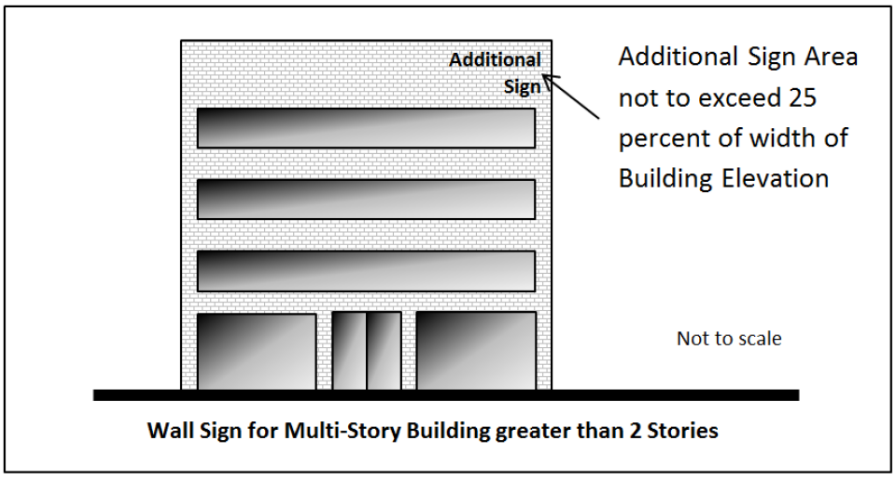
a. For single story, single-tenant buildings, any number of building wall signs may be affixed to any building elevation, provided the aggregate sign area does not exceed one and one-half square foot per one linear foot of building elevation on which the sign is mounted.



b. For two-story office buildings or two-story mixed-use buildings, each tenant who possesses leased tenant frontage on the exterior wall of the building may affix any combination of building wall signs provided the aggregate sign area does not exceed one and one-half square foot per one linear foot of that tenant's leased frontage. In the event a tenant does not possess leased tenant frontage located along the exterior of the building, this provision does not apply.



c. For multi-story buildings greater than two stories one building wall sign, the area of which not exceeding 25 percent of the width of the elevation may be affixed to each building elevation at a location that is nearest the top of the building provided said sign does not extend above the parapet, or in the case of an exposed pitch roof, the drip line of the roof. In no case shall such signs be affixed to an elevator shaft or equipment screening.



d. The sign area of any building wall sign serving an arterial street may be increased by 25 percent when the building is setback at least 600 feet from the public right-of-way and may be further increased an additional 25 percent for each additional 200 feet of setback, up to a maximum of 100 percent, provided the increase in sign area does not cause the sign to be in violation with the other provisions of this section.

e. The maximum width of a building wall sign shall not exceed 80 percent of the leased tenant frontage for a multi-tenant building, or building elevation for a single-tenant building.

f. Building wall signs shall be installed in a manner that does not obscure architectural features such as, but not limited to, pilasters, arches, windows, cornices, pop-outs, decorative trims, moldings, and frieze.

g. Building wall signs may be internally illuminated, externally illuminated, or back-lit, but may not include electronic messaging (EMCs). Further, illumination shall be in accordance with the requirements set forth in section 10.

2. *Blade signs.*

a. One blade sign is permitted per primary use multi-story building located in multi-family, commercial, mixed-use or industrial zoning subject to the specific requirements outlined below.

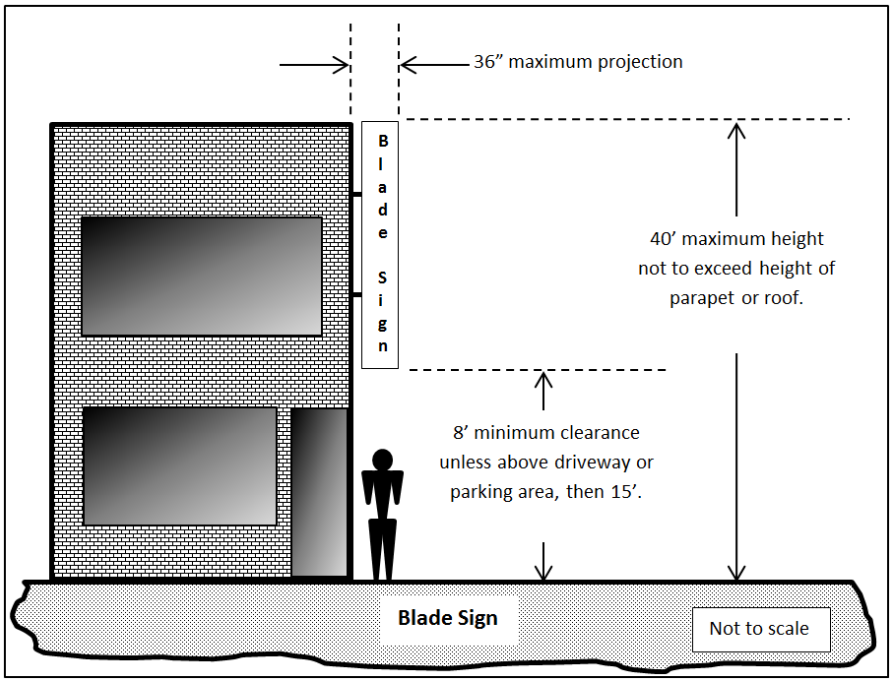
b. When a blade sign extends over a pedestrian area a distance of six inches or more, the bottom of the sign shall not be any closer than eight feet above the walking surface over which the sign is placed. When a blade sign extends any distance over a parking lot or vehicular area, the bottom of the sign shall not be any closer than 15 feet above the paving surface over which the sign is placed.

c. The blade sign shall be mounted such that the top of the sign is not higher than 40 feet above the ground, sidewalk, or pavement surface above which the sign is mounted, except that in no case shall the blade sign extend above the roof of the building onto

which the sign is mounted, or if mounted adjacent to a parapet, the sign shall not extend above the parapet.

d. The blade sign shall not project more than 36 inches from the wall onto which the blade sign is mounted.

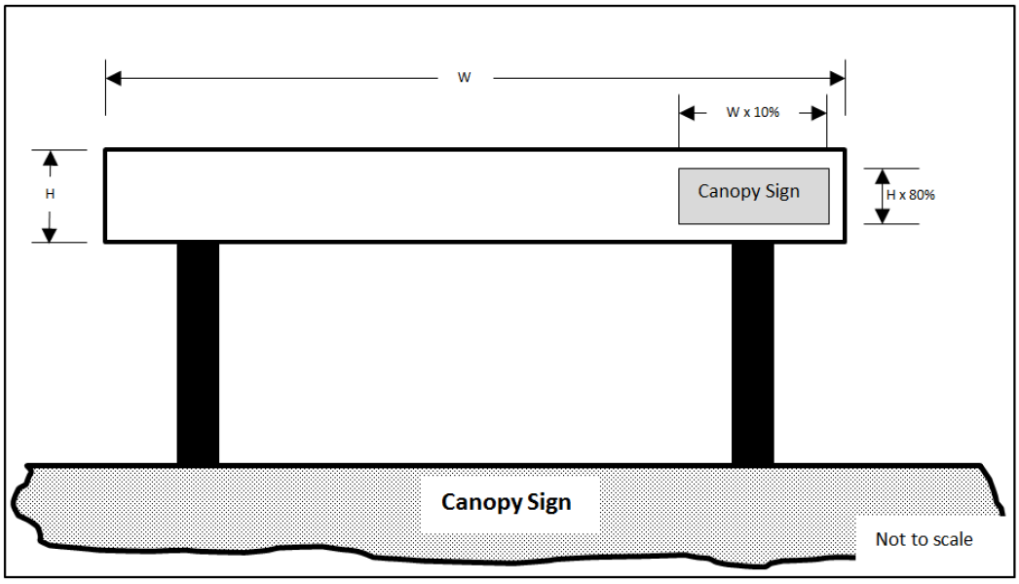
e. The blade sign shall not be externally illuminated in any manner except by ambient lighting as may be present on the property; however, blade signs may be internally illuminated in accordance with the requirements set forth in section 10.



3. *Canopy signs.*

a. Canopy signs shall not exceed 80 percent of the height of the face of the canopy onto which the canopy sign is mounted.

b. Canopy signs shall not exceed ten percent of the width of the face of the canopy onto which the canopy sign is mounted.



c. Canopy signs may be internally illuminated or back-lit in accordance with the requirements set forth in section 9. Level 1 electronic messaging is permitted on a canopy sign, subject to the provisions outlined in section 11.

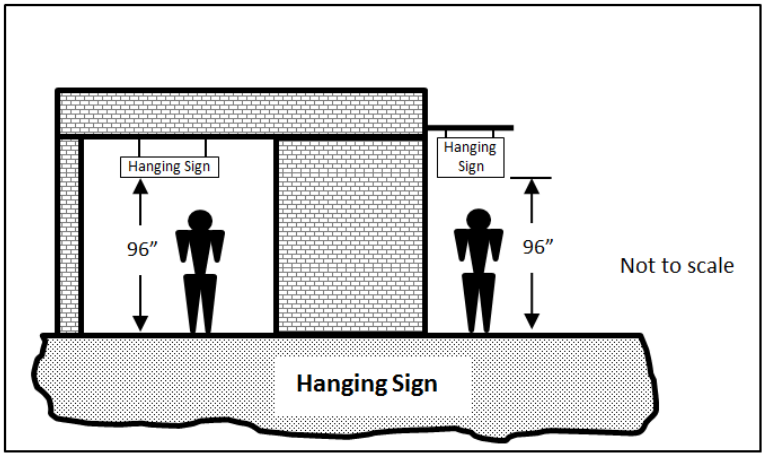
4. *Marquee signs.*

a. The marquee sign shall be affixed to the face plane of the marquee and shall not extend above the uppermost or lowermost limits of the marquee.
b. The marquee sign shall not exceed 80 percent of the width of the face of the marquee onto which the sign is mounted.
c. Marquee signs may be internally illuminated or back-lit in accordance with the requirements set forth in section 9. Level 1 electronic messaging is permitted subject to the provisions outlined in section 11.

5. *Awning signs.* In mixed-use, commercial and industrial zoning districts, awnings may be integrated with sign copy, but shall not contribute towards the overall building wall sign area of a particular building.

6. *Hanging signs.* In mixed-use, commercial and industrial zoning districts, hanging signs are permitted subject to the following time, place, and manner restrictions:

a. Not more than one hanging sign is permitted per customer entrance and shall be mounted above the customer entrance or as close as reasonably practicable.
b. The maximum sign area of the hanging sign shall not exceed six square feet.
c. Where a hanging sign is erected above a pedestrian pathway, the bottom of the sign shall be not less than 96 inches from the walkable surface above which the hanging sign is placed.
d. The hanging sign shall not be externally illuminated in any manner except by ambient lighting present on the property; however, such signs may be internally illuminated in accordance with the requirements set forth in section 10.



7. *Window signs and sunscreens.*

   a. Window signs are allowed provided the combined sign area for all window signs affixed to a particular window does not exceed 40 percent of the individual window pane. Etched or stained glass, when integral to the window, shall not be included in the sign area calculation.
   b. Sunscreen material may cover 100 percent of the window pane, provided not more than 40 percent of the window pane is covered by any mural or other graphics.
   c. Window signs shall not contribute towards the aggregate building wall sign area of a building.

C *Freestanding ground signs.*

1. *Class I monument signs (menu signs) and class II monument signs (preview signs) for drive-through businesses.* Drive-through businesses may utilize one class I monument sign and one class II monument sign per drive-through lane subject to the following:

   a. The bottom of the sign copy of a class I monument sign or class II monument sign shall not be less than two feet above the adjacent drive-through lane's paved surface.
   b. The overall height of the sign structure of a class I monument sign or class II monument sign shall not be more than eight feet above the adjacent drive-through lane's paved surface.
   c. The sign area for an individual class I monument sign or class II monument sign shall not exceed 50 square feet.
   d. A class I monument sign shall not be audible from any residential zoning district or residential use, hotel or motel room, or patient room of an overnight medical facility.
   e. No class I monument sign or class II monument sign may be located within 100 feet of a residential zoning district or use.
   f. Class I monument signs and class II monument signs may be internally illuminated in accordance with the requirements set forth in section 10.
   g. Level 2 electronic messaging is permitted, subject to the provisions outlined in section 11.

2. *Class III monument signs (directional signs).* Class III monument signs are permitted along the street frontage in conjunction with a driveway serving any multi-family residential, commercial or industrial development, subject to the following:

   a. The class III monument sign shall not exceed 30 inches in height as measured from the adjacent pavement surface of the roadway served by the sign;
   b. The sign area of a class III monument sign shall not exceed six square feet;

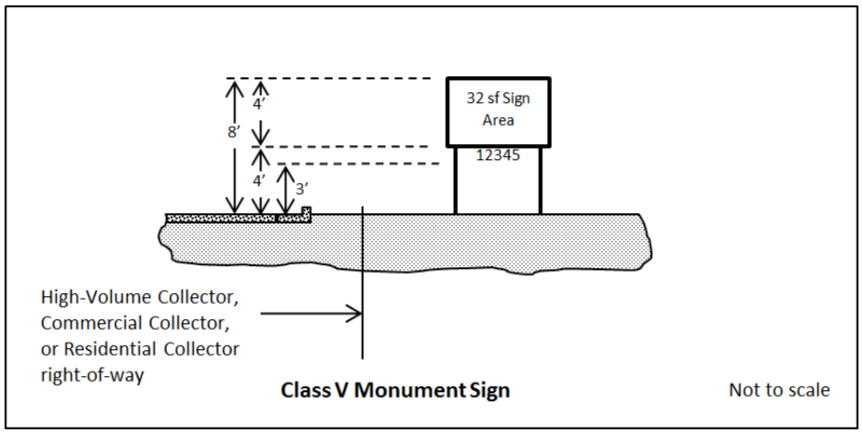
c. The class III monument sign may be internally illuminated, back-lit, or externally illuminated as outlined in section 10 provided the source of external illumination is not visible.

3. *Class IV monument signs (directory signs).* Class IV monument signs are permitted within the interior of any multi-family residential, commercial or industrial development, subject to the following:

a. The class IV monument sign shall not exceed six feet in height as measured from the adjacent pavement surface of the roadway or sidewalk served by the sign;
b. The sign area of a class IV monument sign shall not exceed 12 square feet;
c. The class IV monument sign may be internally illuminated, back-lit, or externally illuminated in accordance with the requirements set forth in section 10 provided the source of external illumination is not visible.

4. *Class V monument signs (minor monument signs)*.

a. Class V monument signs are permitted in conjunction with non-residential uses in a residential zone, not including cottage industries or home occupations; or in multi-family uses in multi-family zoning; or in non-residential uses in a non-residential zone.
b. One class V monument sign meeting the requirements outlined below is permitted for every 150 feet of collector or arterial street frontage or portion thereof, regardless of the presence or location of driveway, provided sight distance requirements are met. The minimum spacing between individual class V monument signs, or between a class V monument sign and a class VI monument signs, located on the same property shall be not less than 150 feet measured radially.
c. When allowed, the height of the class V monument sign shall not exceed eight feet as measured from the edge of pavement of the street being served by the sign, nor shall the maximum sign area exceed 32 square feet. The bottom edge of the sign copy shall be no lower than four feet above the adjacent edge of pavement of the street being served by the sign. The height of the sign structure may extend an additional two feet above the face if the sign provided said extension is limited to non-illuminated architectural embellishments and contains no sign copy.



d. The base of a class V monument sign shall be fitted with the address of the property or properties in a manner that is consistent with section 13.

e. A class V monument sign shall be located within a landscape area not less than 80 square feet.

f. Class V monument signs shall be setback not less than two feet from the right-of-way line except that in the event a public utility easement is present, in which case the sign shall be setback not less than two feet from the easement.

g. Class V monument signs may be internally illuminated, back-lit or externally illuminated in accordance with the requirements set forth in section 10.

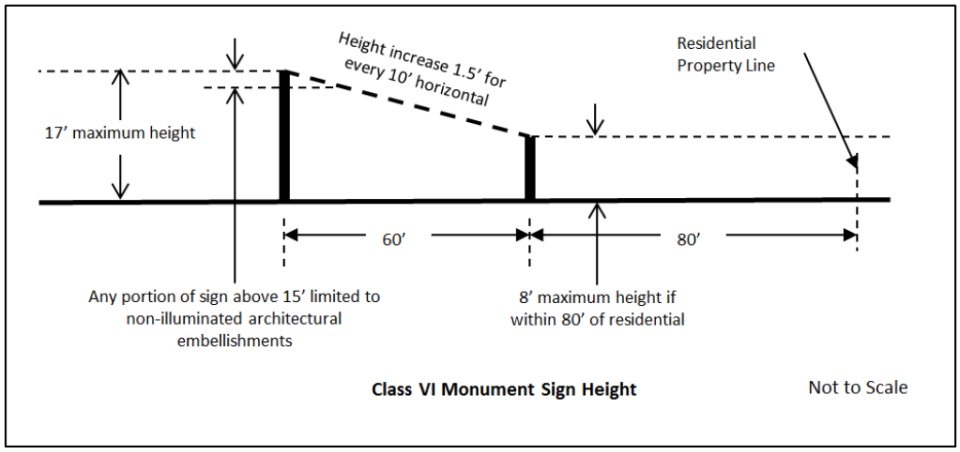
h. Level 1 electronic messaging and level 2 electronic messaging are permitted on a monument sign, subject to the provisions outlined in section 11.

5. *Class VI monument signs (major monument signs).*

a. Class VI monument signs are permitted in conjunction with non-residential uses in a non-residential zone or that portion of a planned area development where the land use plan of the PAD specifically calls out non-residential uses.

b. Class VI monument signs shall only be located adjacent to a parkway, major arterial street, minor arterial street, or along grand avenue. When allowed, one class VI monument sign meeting the requirements outlined below is permitted for every 150 feet of said roadway or portion thereof, regardless of the presence or location of driveway, provided sight distance requirements are met. The minimum spacing between individual class VI monument signs located on the same property shall be not less than 150 feet measured radially. The minimum spacing between class V monument signs and class VI monument signs located on the same property shall not be less than 150 feet measured radially. Properties with less than 150 feet of parkway, major arterial street, minor arterial street, or grand avenue frontage shall not be permitted any class VI monument sign.

c. No class VI monument sign may be located within 80 feet of a property having single-family residential zoning. The height of a class VI monument sign located 80 feet or more from a property having single-family zoning shall not exceed eight feet at 80 feet distant; however, the height of a class VI monument sign may increase one and one-half foot for every additional ten feet of horizontal distance the sign is located away from a property having single-family residential zoning up to a maximum height of 17 feet, provided however that any height in excess of 15 feet shall be limited to architectural embellishments.



d. The sign area of a class VI monument sign shall be limited to 36 square feet, but may increase 12 square feet for every one foot increase in the overall height of the sign up to a maximum sign area of 120 square feet.

e. The base of a class VI monument sign shall be fitted with the address of the property or properties in a manner that is consistent with section 13.

f. A class VI monument sign shall be located within a landscape area not less than the maximum sign area allowed for that sign.

g. Class VI monument signs shall be setback not less than two feet from the right-of-way line. Further, in the event a public utility easement is present, the sign shall be setback not less than two feet from the easement, unless the property owner signs a waiver acknowledging the prior rights of the utility companies to occupy said easement.

h. Class VI monument signs may be internally illuminated, back-lit or externally illuminated in accordance with the requirements set forth in section 10.

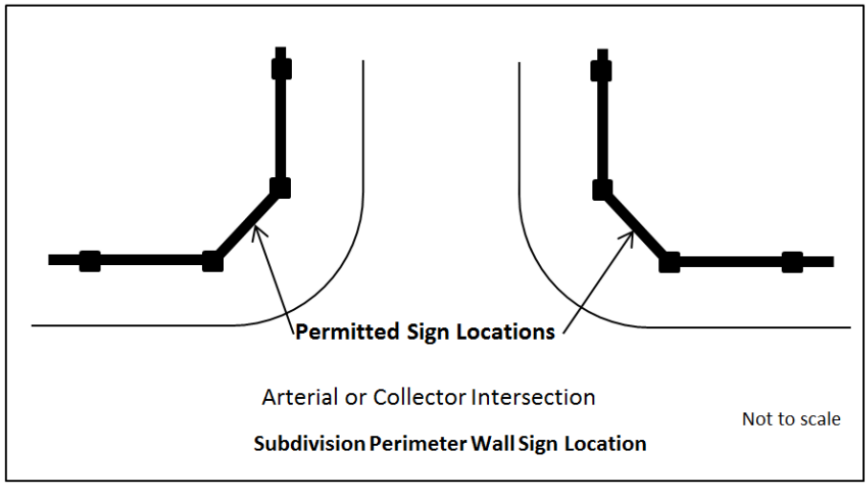
i. Level 1 electronic messaging and level 2 electronic messaging are permitted on a class VI monument sign, subject to the provisions outlined in section 11.

6. *Roadway arch signs.* Roadway arch signs may be erected within any commercial or industrial development subject to the following:

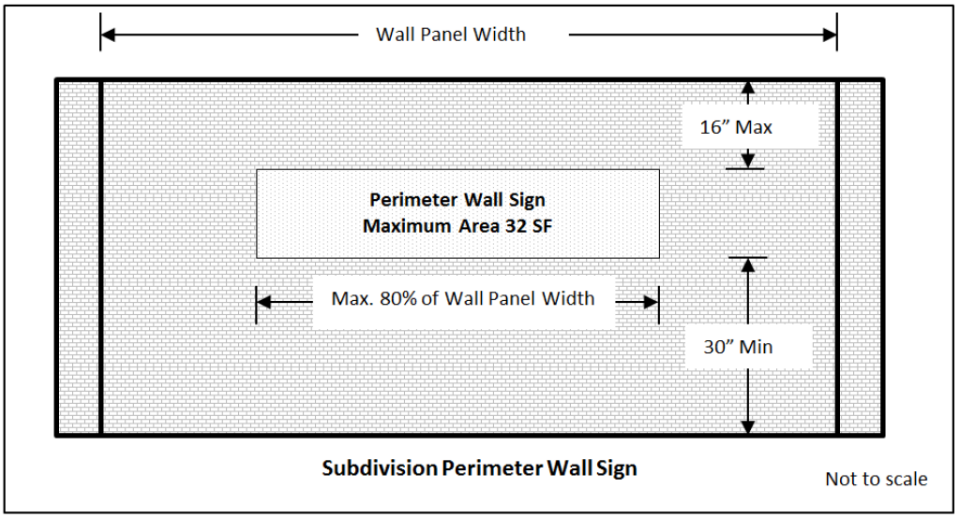
a. Roadway arch signs shall maintain a vehicular clearance of not less than 18 feet;
b. Roadway arch signs shall not interfere with pedestrian or vehicular movement;
c. Roadway arch signs may be internally illuminated, or back-lit in accordance with the requirements set forth in section 10 except that if the roadway arch sign is located within 100 feet of any residential zoning district or use, the roadway arch sign shall not be illuminated.

7. *Subdivision perimeter wall signs.*

a. Where a subdivision perimeter wall is located adjacent to a street corner that intersects a collector or arterial street, one subdivision perimeter wall sign may be affixed to the wall panel of the subdivision perimeter wall most closely oriented to the intersection, subject to the specific requirements outlined below.



b. The maximum sign area shall not exceed 32 square feet.
c. The width of the sign shall not exceed 80 percent of the width of the perimeter wall panel into which the sign is mounted.
d. The bottom of the sign shall be no lower than 30 inches from the adjacent grade.
e. The top of the sign shall be no higher than 16 inches from the top of the wall panel onto which the sign is mounted.
f. The sign may be back-lit or externally illuminated provided the source of illumination is not visible from the street or from the adjacent residential property and is otherwise in accordance with the requirements set forth in section 10.



8. *Freeway monument signs.* Freeway monument signs may be permitted as outlined in this section:

a. *State Route 303 Corridor.* Freeway monument signs may be located within the following portions of the State Route 303 Corridor, subject to prior approval of a conditional use permit to be processed as a Type 3 application in accordance with Chapter 102 of this Ordinance:

(1) *State Route 303 and U.S. 60.* An area of land generally located at the intersection of State Route 303 and U.S. 60, being situated in the south half of Section 18 and the north half of Section 19, Township 4 North, Range 2 West and the south half of Section 36, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point located at longitude 112°24'13" west by latitude 33°40'49" north, thence southwesterly along a line bearing N43°00'58"E a distance of 1,320 feet to the beginning of a non-tangent curve the center of which is said longitude and latitude; thence clockwise along the arc of said curve a distance of approximately 2,070 feet, thence departing said arc southeasterly along a line bearing N46°13'20"W a distance of 1,320 feet to the POINT OF BEGINNING

(2) *State Route 303 and Bell Road.* An area of land generally located at the intersection of State Route 303 and Bell Road, being situated in the north half of Section 1, Township 3 North, Range 2 West and the south half of Section 36, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the north quarter corner of said Section 1, thence easterly along the north line of the northeast quarter of said Section 01 a distance of 850 feet to the beginning of a non-tangent curve the center of which is said north quarter corner; thence clockwise along the arc of said curve a distance of approximately 4,000 feet to a point on the east line of the southwest quarter of said Section 36, thence departing said curve, southerly along said east line a distance of 850 feet to the POINT OF BEGINNING

(3) *State Route 303 and Greenway Road.* An area of land generally located at the intersection of State Route 303 and Greenway Road, being situated in the southeast quarter of Section 1, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the south quarter corner of said Section 01, thence northerly along the west line of said southeast quarter a distance of 450 feet to the beginning of a non-tangent curve the center of which is said south quarter corner; thence clockwise along the arc of said curve a distance of approximately 700 feet to a point on the south line of said southeast quarter; thence departing said curve, westerly along said south line a distance of 450 feet to the POINT OF BEGINNING

(4) *State Route 303 and Cactus Road.* An area of land generally located at the intersection of State Route 303 and Cactus Road, being situated in the northeast quarter of Section 24, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

BEGINNING at the north quarter corner of said Section 24; thence easterly along the north line of said northeast quarter a distance of 850 feet to the beginning of a non-tangent curve the center of which is said north quarter corner; thence clockwise along the arc of said curve approximately 1,340 feet to a point on the west line of said northeast quarter; thence departing said curve, northerly along said west line a distance of 850 feet to the POINT OF BEGINNING

(5) All freeway monument signs located within the aforementioned locations are subject to the provisions in subsections 9(c)(9)b.—e.

b. *Additional locational requirements.* The following additional locational requirements apply for all freeway monument signs regardless of where in the corridor it is located:

(1) Freeway monument signs may only be approved on lands zoned for commercial or industrial uses.
(2) No freeway monument sign shall be located within 300 feet of a property zoned for residential uses, or any open space tract that is associated with a residential development.
(3) Freeway monument signs shall not be located closer than 20 feet from the adjacent right-of-way.
(4) Spacing between freeway monument signs shall be not less than 750 feet, unless separated by a freeway or arterial right-of-way.
(5) Freeway monument signs shall not be allowed within a natural or manmade watercourse.

c. *Dimensional requirements.* The following dimensional requirements apply for all freeway monument signs regardless of the corridor in which it is located:

(1) The overall height of a freeway monument sign shall not exceed 65 feet as measured from the finished grade of the site where the freeway monument sign is located to the highest point of the sign structure.
(2) Freeway monument signs shall be allowed an extra three feet in height for architectural embellishments.
(3) The sign area of a freeway monument sign shall not exceed 650 square feet.

d. *Design requirements.* The following design requirements apply for all freeway monument signs regardless of the corridor in which it is located:

(1) Freeway monument signs may incorporate level 2 electronic messaging centers as outlined section 11 herein, except that electronic messaging centers used in freeway monument sign applications may occupy up to 50 percent of the allowable sign area of the sign, exclusive of architectural embellishments as required herein, and provided such electronic messaging centers are turned off between 11:00 p.m. and dawn.
(2) Freeway monument signs shall incorporate architectural features of the commercial development on which the sign is located; however, such embellishments shall not include any sign copy.
(3) Freeway monument signs shall require a landscaped area equal to four square feet of landscaping for each square foot of sign area and shall be located around the base of the sign; freeway monument signs may be illuminated by externally-illuminated indirect or internal lighting.

e. Any conditional use permit approval is hereby conditioned upon the applicant obtaining a valid construction permit for the freeway monument sign approved under said conditional use permit. The applicant shall obtain certificate of completion from the city within six months of approval of the conditional use permit by the City Council. Failure to obtain a certificate of completion within the designated time allotment shall render the conditional use permit null and void; however, the city manager or designee may grant a one-time extension for a period not to exceed six months when in the opinion of the city manager or designee the circumstances warrant such.

9. *Billboard Signs:* Billboard Signs may be permitted as outlined in this Section:

a. *State Route 303 Corridor:* One (1) Billboard Signs may be located within that portion of the State Route 303 Corridor between a specific point located at Latitude 33°41'49" N by Longitude 112°21'35" W and extending in a westerly direction along the northern right-of-way line of State Route 303 ~~from the southeast corner of Section 9 of the Gila and Salt River Base and Meridian and extending in a westerly direction~~ a distance of approximately 3,960' ~~along the south line of Section 9 located at Latitude 33°41'49" N by Longitude 112°21'35" W and~~ to the specific point of Latitude 33°41' 47" N by Longitude 112°22' 22" W, subject to prior approval of a Conditional Use Permit in accordance with Chapter 102-6.3 of the Surprise Land Development Ordinance. All billboard signs located within the aforementioned corridor are subject to the provisions in Paragraph 109-1.9.C.9:

(1) Billboard signs located within the State Route 303 corridor as defined above shall serve eastbound and/or westbound traffic but shall only be located north of the freeway right-of-way. Further, where a billboard sign is located within the State Route 303 Corridor, at least one (1) sign face shall consist of an Electronic Messaging Center.

(2) The overall height of a billboard sign within the State Route 303 Corridor shall not exceed forty-five (45) feet as measured from the adjacent roadway to the top of the sign structure, exclusive of architectural embellishments as permitted in this Section.

(3) The overall dimensions of the sign panel associated with a billboard sign within the State Route 303 Corridor shall not exceed forty-eight (48) feet in width and fourteen (14) feet in height for a total sign area not to exceed 672 square feet, exclusive of architectural embellishments as permitted in this Section.

b. *Additional Locational Requirements:* The following additional locational requirements apply for all billboard signs:

(1) Billboard signs may only be approved within a Planned Area Development (PAD), that portion of the PAD in which the approved land use plan specifically calls out commercial, industrial or employment uses and in Commercial or Industrial zoning districts, and only within the specified Corridor.

(2) Billboard signs shall not be located closer than twenty (20) feet from the State Route 303 right-of-way line and not further than 200 feet from said right-of-way line.

(3) No billboard sign shall be approved within 660 feet of any Freeway Monument Sign existing at the time of Conditional Use Permit application for the billboard sign in question.

~~(4) No billboard sign shall be approved within 1760' of any billboard sign approved or existing at the time of Conditional Use Permit application for the billboard sign in question.~~

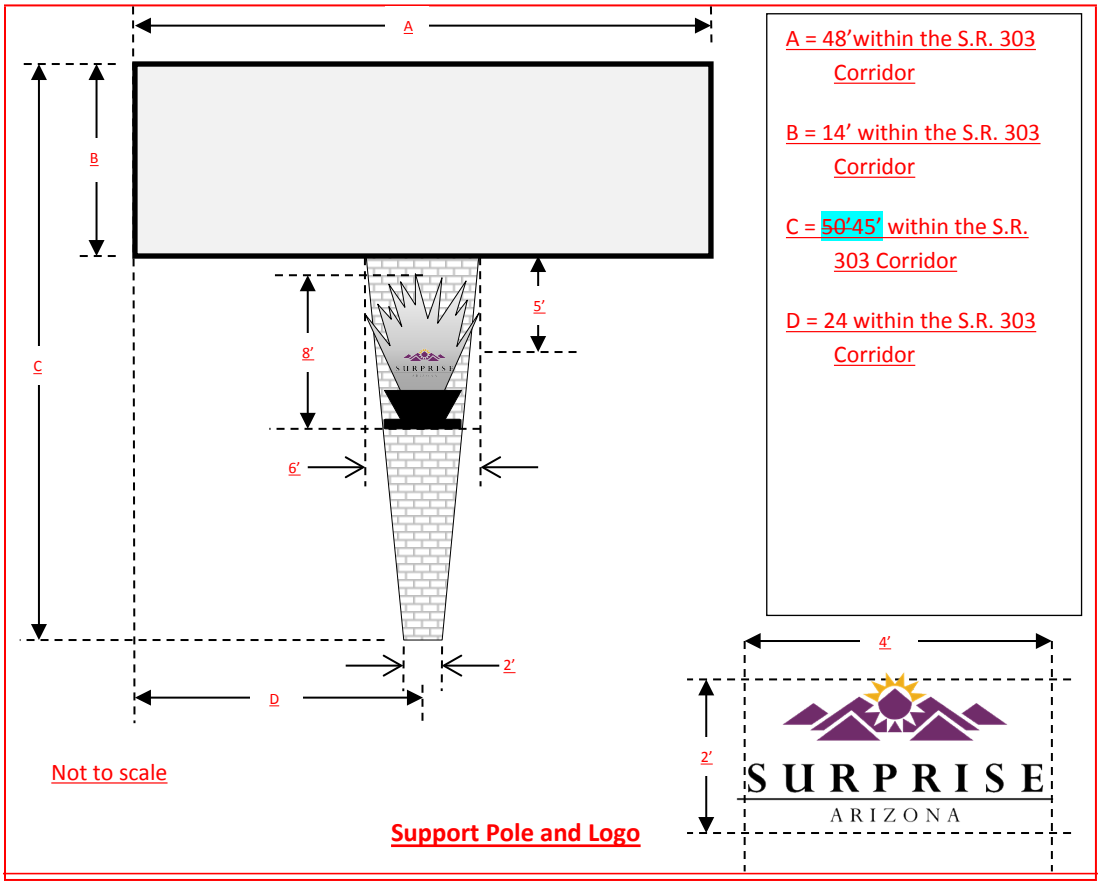
c. *Design Requirements:* The following design requirements apply for all billboard signs:

(1) Billboard Signs may incorporate Level 2 Electronic Messaging Centers as outlined Chapter 109-1.11.6 herein, except that Electronic Messaging Centers used in billboard applications may occupy up to 100% of the allowable sign area of the billboard, exclusive of architectural embellishments as may be permitted or required herein and provided such Electronic Messaging Centers are turned off between 11:00 PM and dawn.

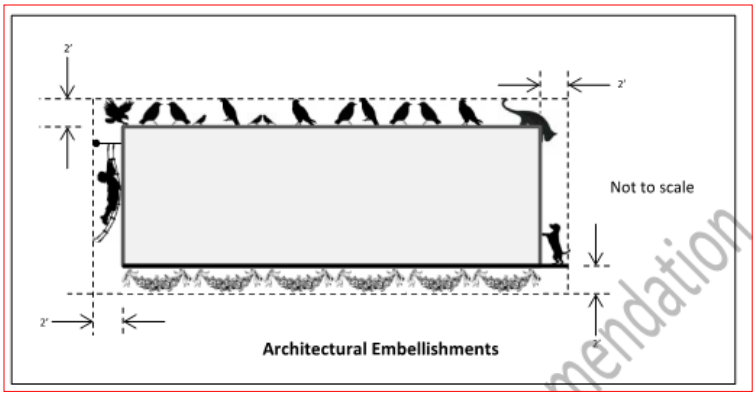
(2) Billboard Signs shall be supported by a single pole or column, which shall be dimensionally centered beneath the sign panel and shall incorporate a pole cover comprised of stone, brick or other architecturally compatible material that conceals the structural component of the pole or column. Unless an alternative design is approved by the Planning and Zoning Commission, the pole cover shall be of a trapezoidal shape, with a base width equal to one-third (1/3) the width of the top of the pole cover.

(3) Unless an alternative design is approved by the Planning and Zoning Commission, the supporting pole or column shall also include additional architectural embellishments

that incorporate the official Primary City of Surprise Logo superimposed onto a stylized agave image. The logo shall be approximately two (2) feet tall by four (4) feet wide. The stylized agave image shall be eight (8) feet high by six (6) feet wide. The vertical center of the arrangement shall be five (5) feet below the lower edge of the sign panel.



(4) Artistic or architectural embellishments up to thirty (30) square feet may be attached to the perimeter of the sign panel, provided said embellishments do not extend more than two (2) feet in any direction beyond the face of the sign and do not otherwise obstruct the architectural embellishments as may be required under Paragraph 109-1.9.C.9.c above.



d. Any Conditional Use Permit approval is hereby conditioned upon the applicant obtaining a valid construction permit for the billboard sign approved under said Conditional Use Permit. The applicant shall obtain Certificate of Completion from the City of Surprise within six (6) months of approval of the Conditional Use Permit by the Planning and Zoning Commission. Failure to obtain a Certificate of Completion within the designated time allotment shall render the Conditional Use Permit null and void; however, the City Manager or designee may grant a one-time extension for a period not to exceed six (6) months when in the opinion of the City Manager or designee the circumstances warrant such.

109-1.11 Electronic messaging centers (EMCs).

A *Levels of electronic messaging.* For purposes of this chapter, electronic messaging centers (EMCs) are divided into two categories: level 1 electronic messaging and level 2 electronic messaging, as defined in section 6.

B *EMC illumination.* The nighttime illumination of an electronic messaging center shall conform to the criteria set forth in this section.

1. *Illumination measurement criteria.* The illuminance of an electronic messaging center shall be measured with an illuminance meter set to measure foot-candles accurate to at least two decimals. Illuminance shall be measured with the EMC turned off, and again with the EMC displaying a white image for a full color-capable electronic messaging center, or a solid message for a single-color electronic messaging center. All measurements shall be taken perpendicular to the face of the electronic messaging center at the distance determined by the total square footage of the electronic messaging center as set forth in table 109-1b below.

TABLE 109-1b
MEASUREMENT DISTANCE AS A FUNCTION OF SIGN AREA

Area of Sign (sq. ft.)	Measurement Distance (ft.)	Area of Sign (sq. ft.)	Measurement Distance (ft.)
5	22	55	74
10	32	60	77
15	39	65	81
20	45	70	84
25	50	75	87
30	55	80	89
35	59	85	92
40	63	90	95
45	67	95	97
50	71	100	100
For EMCs with an area in square feet other than those specifically listed in this table, the measurement distance may be calculated using the following formula: Measurement Distance = √Area of sign sq. ft. x 100			

2. *EMC illumination limits.* The difference between the "off" and "solid-message" measurements using the illumination measurement criteria outlined in subsection 11(b)(1) above shall not exceed 0.3 foot-candles at night.

3. *Dimming capabilities.* All permitted electronic messaging centers shall be equipped with a sensor or other device that automatically determines the ambient illumination and is programmed to automatically dim according

to ambient light conditions, or that can be adjusted to comply with the 0.3 foot-candle measurement criteria.

4. *EMCs as a portion of sign area.* When allowed, electronic messaging centers may comprise not more than 50 percent of the allowable sign area of a particular sign.

5. *Certification.* Prior to the issuance of a permit relating to an electronic messaging center, the applicant shall provide a written certification from the owner of the sign attesting that said owner has read and understands the provisions of this section, agrees to abide by said section, and agrees to cooperate with City of Surprise staff with regards to any nighttime testing that may be necessary should the 0.3 foot-candle limitation be at question.

6. When Electronic Messaging Centers are utilized in conjunction with a Billboard Sign, the sign area of the Electronic Messaging Center may encompass 100% of the allowable sign area as outlined in Paragraph 109-1.9.C.9.

ORDINANCE # 2021-15

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A TEXT AMENDMENT TO THE LAND DEVELOPMENT ORDINANCE RELATING TO BILLBOARD SIGNS.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, on July 17, 2021, the Planning and Zoning Commission recommended approval of the proposed Text Amendment with provisions limiting the number of billboard signs to one (1) within the specified corridor and limiting the height to 45 feet;

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

Section 1. *Section 109-1.7 Permitted and Prohibited Signs*, of the Surprise Land Development Ordinance is hereby amended as described on attached ***Exhibit A***, and incorporated by this reference.

Section 2. *Section 109-1.9 Sign Classifications and Types*, of the Surprise Land Development Ordinance is hereby amended as described on attached ***Exhibit B***, and incorporated by this reference.

Section 3. *Section 109-1.11 Electronic Messaging Centers*, of the Surprise Land Development Ordinance is hereby amended as described on attached ***Exhibit C***, and incorporated by this reference.

Section 4. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed upon the effective date of this Ordinance.

Section 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 5. This Ordinance will become effective at the time and manner prescribed by law and shall then be incorporated into the Surprise Code of Ordinances at that time.

PASSED AND ADOPTED this _____ day of _____, 2021.

_____
Skip Hall, Mayor

Attest:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

Exhibit A

Section 109-1.7 Permitted and Prohibited Signs

109-1.7 Permitted and prohibited signs.

A Permitted signs by zoning district. Only those sign types and classes that are specifically listed in table 109-1a for each zoning district may be allowed, subject to the provisions outlined elsewhere in this chapter.

TABLE 109-1a PERMITTED SIGNS
(P = permitted, shaded cell = not permitted, C = conditional use permit)

Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
TEMPORARY SIGNS											
109-1.9(a)(2)	Class I Temporary Signs (Small A-Frame Signs)	P	P	P				P			
109-1.9(a)(3)	Class II Temporary Signs (Large A-Frame Signs)					P	P	P	P		
109-1.9(a)(4)	Class III Temporary Signs (Small Post Signs)			P	P	P	P	P	P		P
109-1.9(a)(5)	Class IV Temporary Signs (Large Post Signs)			P	P	P	P	P	P		P
109-1.9(a)(6)	Banner Signs and Festoons			P	P	P	P	P	P		P
109-1.9(a)(7)	Light Pole Banner Signs	P	P		P	P	P	P	P		P
109-1.9(a)(8)	Teardrop Banner Signs			P	P	P	P	P	P	P	P

TABLE 109-1a PERMITTED SIGNS (P = permitted, shaded cell = not permitted, C = conditional use permit)											
Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
109-1.9(a)(9)	Sign Walkers	P	P	P	P	P	P	P	P	P	P
109-1.9(a)(10)	Model Home Complex Signs			P				P			
109-1.9(a)(11)	Residential Subdivision Signs			P				P			
BUILDING MOUNTED SIGNS											
109-1.9(b)(1)	Building Wall Signs			P	P	P	P		P		P
109-1.9(b)(2)	Blade Signs			P	P	P	P		P		P
109-1.9(b)(3)	Canopy Signs				P	P	P		P		P
109-1.9(b)(4)	Marquee Signs						P				P
109-1.9(b)(5)	Awning Signs						P		P		P
109-1.9(b)(6)	Hanging Signs					P	P	P	P		P
109-1.9(b)(7)	Window Signs and Sunscreens			P	P	P	P	P	P		P
FREESTANDING GROUND SIGNS											
109-1.9(c)(1)	Class I Monument Signs (Menu Signs)						P		P		
109-1.9(c)(1)	Class II Monument Signs (Preview Signs)						P		P		
109-1.9(c)(2)	Class III Monument Signs	P	P	P	P	P	P	P	P	P	P

TABLE 109-1a PERMITTED SIGNS (P = permitted, shaded cell = not permitted, C = conditional use permit)											
Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
	(Directional Signs)										
109-1.9(c)(3)	Class IV Monument Signs (Directory Signs)				P	P	P		P		
109-1.9(c)(4)	Class V Monument Signs (Minor Monument Signs)			P	P	P	P		P		P
109-1.9(c)(5)	Class VI Monument Signs (Major Monument Signs)				P	P	P		P		P
109-1.9(c)(6)	Roadway Arch Signs	P	P				P		P		
109-1.9(c)(7)	Subdivision Perimeter Wall Signs			P	P	P	P				P
109-1.9(c)(8)	Freeway Monument Signs						C				
109-1.9(c)(9)	Billboard Signs						C				
OTHER SIGNAGE											
109-1.11	Level 1 Electronic Messaging			P	P	P	P	P	P		P
109-1.11	Level 2 Electronic Messaging				P	P	P		P		P

TABLE 109-1a PERMITTED SIGNS (P = permitted, shaded cell = not permitted, C = conditional use permit)											
Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
109-1.12	Reader Panels			P	P	P	P	P	P		P
109-1.13	Address Identification			P	P	P	P	P	P	P	P
109-1.14	Flags and Flagpoles			P	P	P	P	P	P		P

B Signs in the public street right-of-way. Signs are not permitted within the public street right-of-way, except for those signs erected by, or on behalf of the city, or as otherwise expressly permitted in this chapter.

C Signs in the private street right-of-way. Signs are not permitted within private street rights-of-way, except when associated with an approved planned area development (PAD) or comprehensive sign program (CSP), as required by the city, or as otherwise permitted in this chapter.

D Encroachments. No portion of any sign erected on any property may encroach into the public right-of-way, except as otherwise permitted in this chapter or where expressed written permission is granted by the city to allow said encroachment.

E Signs as an accessory use. All signs must be an accessory use to a primary use. In no case shall a sign be established as a primary use of the property; except that temporary signs as otherwise allowed within a given zoning district are exempt from this provision.

F Prohibited signs. The following sign types are specifically prohibited:

1. *Abandoned signs*, pole signs of a permanent nature, snipe signs, and median signs;

2. Animated signs, flashing, blinking, or rotating signs, festoons, inflatable signs including latex or mylar balloons, permanent banner signs, pennants, searchlights, streamers, signs other than class 1 monument signs that emit audible sound, and any clearly similar features;

3. Vehicle signs when the vehicle is placed in a location not approved for vehicular parking or storage;

4. Signs containing any words or symbols that would cause confusion because of their resemblance to highway traffic control or direction signals;

5. Merchandise, equipment, products or other items which are not available for purchase, but are intended to attract attention, or for identification or advertising purposes;

6. Signs located on trees, utility poles, public benches, or any other form of public property, or within any public right-of-way, unless explicitly permitted by these regulations;

7. Signs containing vulgar or profane messages, hate speech, or language intended to incite violence;

8. Signs greater than 30 inches in height and which are located within any sight visibility triangle of any street or driveway intersection as required by the Surprise engineering design standards;

9. Signs not expressly permitted as being allowed by right under this chapter, or by specific requirements in another portion of this chapter, or otherwise expressly allowed by the city board of adjustment;

10. Signs placed in locations that are deemed by the city to present a hazard to public safety, obstruct clear vision in the area, or interferes with the requirements of the Americans with Disabilities Act (42 United States Code sections 12101 through 12213 and 47 United States Code sections 225 and 611);

~~11. Billboard signs.~~

G Signs exempt from these regulations. The following signs are exempt from regulation under this chapter:

1. Governmental signs.

2. Any sign that is not visible from another property to the naked eye, provided said sign otherwise meets applicable Building Code requirements and the requirements of sections 109-1.10, 109-1.11 and 109-1.12 herein.

H Violation. Any sign that is not in compliance with this section is in violation of this chapter.

Exhibit B

Section 109-1.9 Sign Classifications and Types
(Limiting number of billboards to one and limiting height to 45')

109-1.9 **Sign classifications and types.** The following sign classifications and types as defined in **section 109-1.6** are permitted in the city as outlined in table 109-1a subject to the following "time, place and manner" restrictions.

A. Temporary signs. When allowed, temporary signs shall conform to the following requirements:

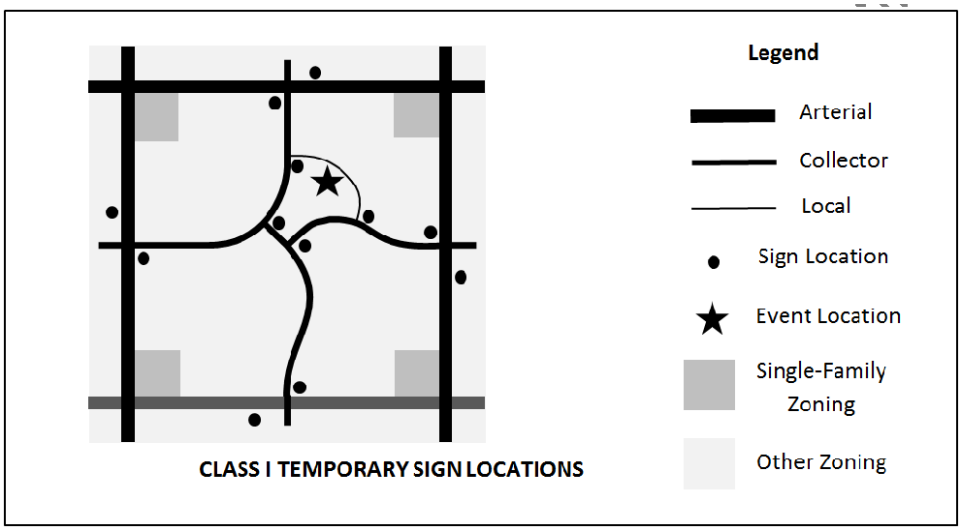
1. *General requirements.*

    a. Temporary signs shall not be illuminated in any manner except by ambient lighting present on the property.
    b. Temporary signs shall include the name and phone number of the contact person responsible for placing the sign.
    c. No temporary sign may interfere with the free movement of pedestrian or vehicular traffic.
    d. The supporting elements for class III temporary signs and class IV temporary signs may be directly buried or inserted into the soil; however, in no case shall concrete, or other permanent attachments to the ground, or attachment to other permanent structure(s) be utilized.

2. *Class I temporary signs (small A-frame signs).* Class I temporary signs, as defined herein, are allowed subject to the general requirements as stated above plus the following:

    a. Class I temporary signs are only allowed in conjunction with a lawful temporary event being held on land zoned for single-family residential uses.
    b. Class I temporary signs may be placed in the following locations when in association with a lawful temporary event occurring on land zoned for single-family residential uses:

        (1) One class I temporary sign at the site of the lawful temporary event,
        (2) One class I temporary sign at each local or collector street intersection leading from the site of the lawful temporary event to the adjacent arterial street grid,
        (3) Two class I temporary signs at the point where the local or collector street intersects with the arterial street. One sign may be located at the corner of the intersection on the side of the arterial street closest to the lawful temporary event. A second sign may be located on the opposite side of the arterial street, provided said sign is no further than 500 feet from the intersection.



CLASS I TEMPORARY SIGN LOCATIONS

c. When allowed, class I temporary signs may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. The sign may be weighted or ballasted; however, no such sign may be affixed to the ground or to any permanent structure.

f. Class I temporary signs may be placed one hour before the start of a lawful temporary event and shall be removed not more than one hour after the end of a lawful temporary event that occurs between the hours of 9:00 a.m. and 6:00 p.m. on Mondays, Tuesdays, Wednesdays, and Thursdays. In addition, class I temporary signs may be placed for any length of time between the hours of 4:00 p.m. Friday and 11:00 p.m. Sunday.

g. If the lawful temporary event being served by the class I temporary sign requires a temporary use permit, the locations of the class I temporary signs shall be included with the application materials.

3. *Class II temporary signs (large A-frame signs and pedestal signs).* Class II temporary signs, as defined herein, are allowed subject to the general requirements as stated above plus the following:

a. Class II temporary signs are only allowed in conjunction with a lawful commercial use including cottage industries, but not home occupations.

b. When a class II temporary sign is being utilized in conjunction with a lawful commercial use, one such sign may be located within 15 feet of the doorway of the customer entrance to the building in which the lawful commercial use is located.

c. When allowed, Class II temporary signs may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. The sign may be weighted or ballasted; however, no such sign may be affixed to the ground or to any permanent structure.

f. Class II temporary signs utilized in conjunction with a lawful commercial use may be displayed during the business hours of the business served by the Class II temporary signs.

4. *Class III temporary signs (small post-signs).*

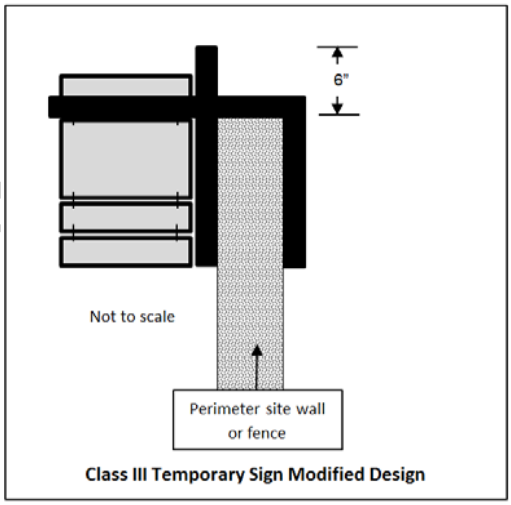
a. Not more than one class III temporary sign meeting the specific requirements outlined in this section is permitted per lot of record except that if said lot abuts more than one street, one additional class III temporary sign meeting said requirements may be erected along each additional street frontage.

b. In the event a property is vacant, additional class III temporary signs may be erected on said property provided the spacing between such signs is not less than 600 feet.

c. Class II temporary signs shall not be located within the street right-of-way, median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. In the event that a lot's perimeter site wall or fence is adjacent to or within 20 feet of a street, the class III temporary sign may be modified to allow the sign to be hung from but not attached to the perimeter site wall or fence provided the sign does not exceed the height of the wall or fence by more than six inches and does not interfere with pedestrian movement.



Class III Temporary Sign Modified Design

5. *Class IV temporary signs (large post-signs).*

   a. Not more than one class IV temporary sign meeting the specific requirements outlined in this section is permitted per lot of record except that if said lot abuts more than one street, one additional class IV temporary sign meeting said requirements may be erected along each additional street frontage, except that class IV temporary signs associated with a public hearing shall not be counted towards this total.

   b. Class IV temporary signs shall not be located within the street right-of-way, median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

   c. The maximum number of sign panels per sign structure shall not exceed two.

6. *Banner signs and festoons.*

   a. *General.* The following provisions apply to all banner signs and festoons:

      (1) Banner signs shall be equipped with ventilation flaps.
      (2) Banner signs and festoons shall be securely attached to the building or fence, but in no case shall be attached to freestanding poles or vegetation.

   b. *Residential.* Any number of banner signs, festoons or combination thereof are permitted per dwelling unit, provided the aggregate

length does not exceed 20 lineal feet and the aggregate area does not exceed 100 square feet.

c. *Non-residential.* Banner signs and festoons are permitted on properties zoned for non-residential use subject to the following:

(1) One banner sign may be placed on a building, provided the maximum area of the banner sign shall not exceed one square foot per linear foot of building elevation, not to exceed 500 square feet.

(2) For a single-tenant building, the width of the banner sign shall not exceed 80 percent of the width of the building elevation onto which the banner sign is attached. For multi-tenant building, the width of the banner sign shall not exceed 80 percent of the leased tenant frontage.

(3) Any number of festoons may be placed on a building provided the festoon contains no advertising copy, the aggregate length does not exceed 20 lineal feet, and the aggregate area does not exceed 100 square feet.

d. *Construction sites and temporary construction yards.* Banner signs are allowed in conjunction with active construction sites and temporary construction yards regardless of zoning, subject to the following:

(1) One or more banner signs may be affixed to the perimeter fence surrounding a construction site or temporary construction yard, provided said banner signs do not extend above the height of the perimeter fence.

(2) Individual banner signs shall not exceed ten feet in length. Where multiple banner signs are utilized in lieu of screening material on a fence surrounding a construction site or temporary construction yard, said signs shall be spaced not less than one foot apart unless the banner sign is fabricated of material with not less than 50 percent visual transparency, in which case this provision shall not apply.

7. *Light pole banner signs.*

a. Light pole banner signs may be attached to light poles when the pole is so equipped to receive such banner, except that in no case shall a light pole banner sign be affixed to a light pole in a public

right-of-way without the expressed written permission from the city.

b. The surface area of a single light pole banner sign shall not exceed eight square feet as measured on a single side.

c. When two light pole banner signs are affixed to a single light pole, both light pole banner signs shall be consistent with each other with respect to size and shape so as to create uniformity.

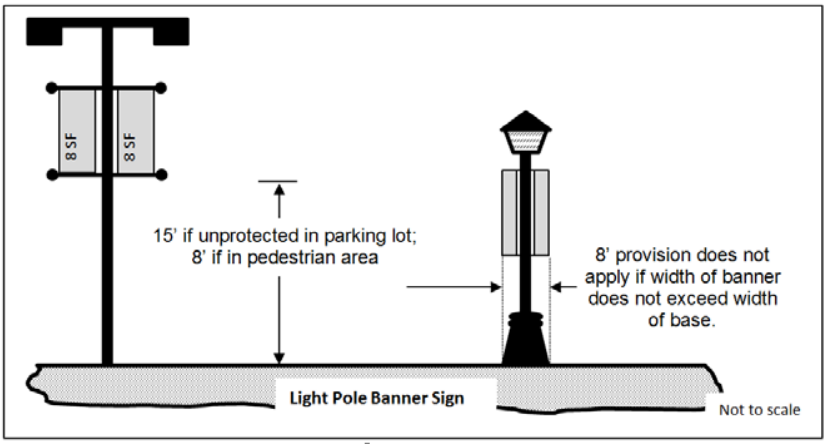
d. When the light pole onto which a light pole banner sign is placed is located within the paved portion of a parking lot, and the light pole base is unprotected from vehicular traffic, the bottom of the light pole banner sign shall be a minimum of 15 feet above the parking surface over which the banner is placed. If the base of the light pole is protected from vehicular traffic, this provision shall not apply.

e. When the light pole is located within a pedestrian area, the bottom of the light pole banner sign shall be a minimum of eight feet above the surface over which the light pole banner sign is placed, unless the light pole banner sign is sufficiently narrow so as to not extend beyond the base of the light pole.

f. Any horizontal supporting members shall either be removed when not in use or shall be of a hinged design and folded into a vertical position when not in use.

g. Light pole banner signs shall not be illuminated in any manner except as incidental to the lighting fixture supported by the light pole.

h. Light pole banner signs shall be equipped with ventilation flaps.



8. *Teardrop banner signs.*

    a. Not more than two teardrop banner signs are permitted in conjunction with a lawful temporary event subject to the specific requirements as outlined herein except that in no case shall a teardrop banner sign be allowed on a vacant property.
    b. Teardrop banner signs may only be erected on the property on which the lawful temporary event is occurring. In no case shall a teardrop banner sign be located within a public or private right-of-way.
    c. No teardrop banner sign shall be located within 15 feet of a pedestrian path, sidewalk, or trail, whether public or private.
    d. No teardrop banner sign shall be located within 15 feet of any vehicular parking surface or driveway.
    e. No teardrop banner sign shall be located within 50 feet of any public or private right-of-way.
    f. The maximum height of the sign structure as measured from the nearest adjacent grade shall not exceed 12 feet with the flag portion of the sign not exceeding 16 square feet.
    g. The teardrop banner sign shall be supported by a pedestal, which may be weighted or ballasted to prevent being overturned, but in no case shall the supporting sign structure be inserted into the ground.

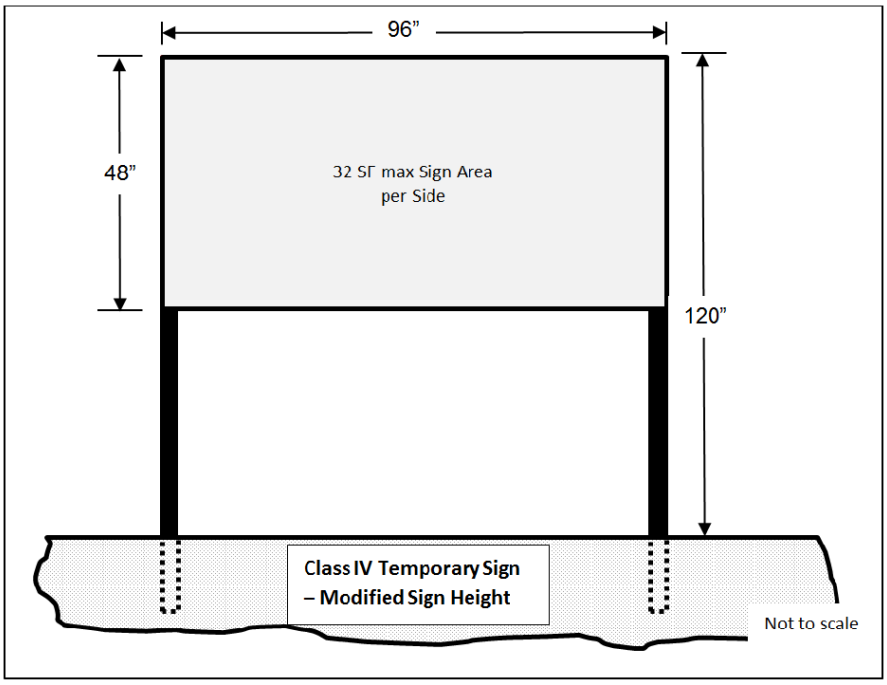
9. *Sign walkers.* Sign walkers are permitted to operate within the city subject to the following restrictions:

    a. Sign walkers may only operate during daylight hours.
    b. Sign walkers may only operate on a sidewalk intended for pedestrian travel, but shall at no time block the free and unobstructed movement of pedestrians or vehicles.
    c. Sign walkers may carry a maximum of two single-sided signs not exceeding three square feet of sign copy each or one double-sided sign not exceeding 12 square feet of aggregate sign copy; however, in no case shall a sign walker carry any form of electronic messaging.
    d. Sign walkers shall not display a sign in any manner other than by personally holding or wearing said sign.

10. *Model home complex signs.* In addition to other signs that are permitted in association with a single-family residence, a model home complex may employ the following:

a. One class III temporary sign meeting the requirements of subsection 9(a)(4) herein for each lot located within the boundaries of an approved model home complex. Such signs shall not be illuminated except by ambient lighting.

b. One class IV temporary sign meeting the requirements of subsection 9(a)(5) herein may be located within the boundaries of the approved model home complex; however, if the model home complex is located adjacent to a collector or arterial street, the overall height of the class IV temporary sign allowed under this paragraph may be increased to 120 inches, provided the sign is designed to withstand windloads as required by the building codes in effect at the time the sign is erected. A class IV temporary sign permitted under this paragraph may be externally illuminated as outlined in section 10.



c. One flagpole not exceeding a height of 45 feet may be erected within the boundaries of the model home complex provided said flagpole is located within the building envelope or within the required front yard of the lot in which it is placed, but not located within any required side or required rear yard. A maximum of two flags may be displayed from said flagpole. The flag and flagpole permitted under this paragraph may be externally illuminated in accordance with **Chapter 107-Article 3** of the Surprise Municipal Code.

d. Two flagpoles not exceeding a height of 20 feet may be erected for each lot located within the boundaries of the approved model home complex. A maximum of one flag may be displayed from each flagpole. Flagpoles permitted under this section may be erected along the perimeter of the model home complex. Flagpoles permitted under this paragraph shall not be illuminated except by ambient lighting.

e. Four additional teardrop banner signs meeting the requirements of subsection 9(a)(8) herein for each lot located within the boundaries of an approved model home complex. Except that subsections 9(a)(8)c., 9(a)(8)d. and 9(a)(8)e. shall not apply. Teardrop banner signs permitted under this section shall not be illuminated except by ambient lighting.

f. One banner sign not exceeding three feet in height and five feet in length may be attached to the trap fence. Said banner sign shall be equipped with ventilation flaps. Banner signs permitted under this paragraph shall not be illuminated except by ambient lighting.

g. One awning sign or canopy sign provided the awning or canopy is limited to the customer entrance to the sales office associated with the approved model home complex. Awning signs or canopy signs permitted under this paragraph shall not be illuminated except by ambient lighting.

h. One building wall sign not exceeding four square feet may be affixed to the front elevation of the model home sales office facing the street from which the model home complex takes access. Said sign may be externally illuminated or back-lit in accordance with section 10.

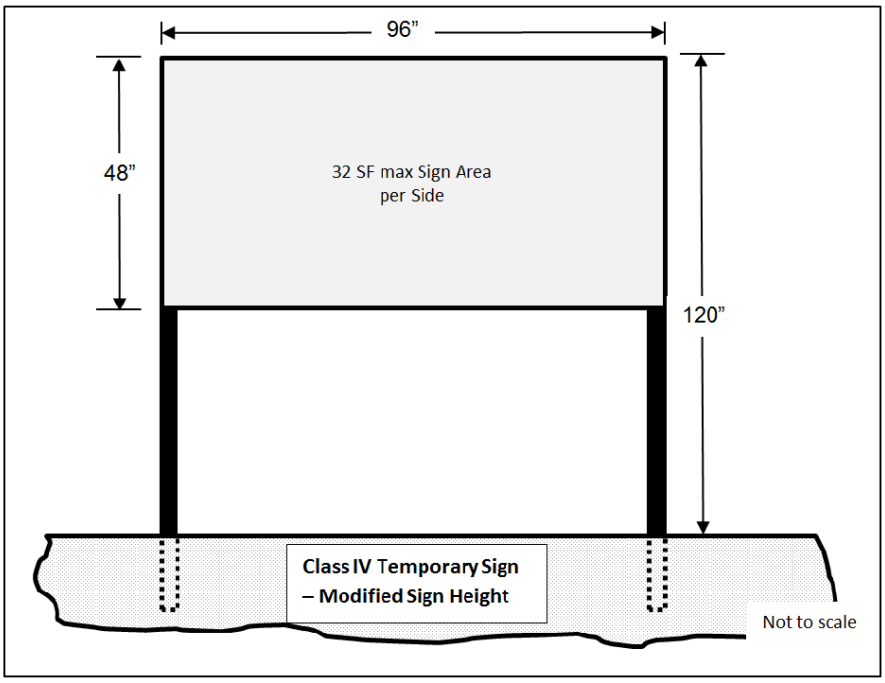
i. Information regarding model home signs shall be included with the model home complex application packet to be reviewed and approved with the model home complex. In circumstances where model home complexes in existence as of the effective date of this chapter are to be retrofitted for purposes of implementing signage permitted under this section, an amendment to the approved model home complex is required.

j. All model home signs permitted under this section shall be removed upon the conversion of the model homes to a residential use in accordance with subsection 106-10.29 of the Surprise Municipal Code.

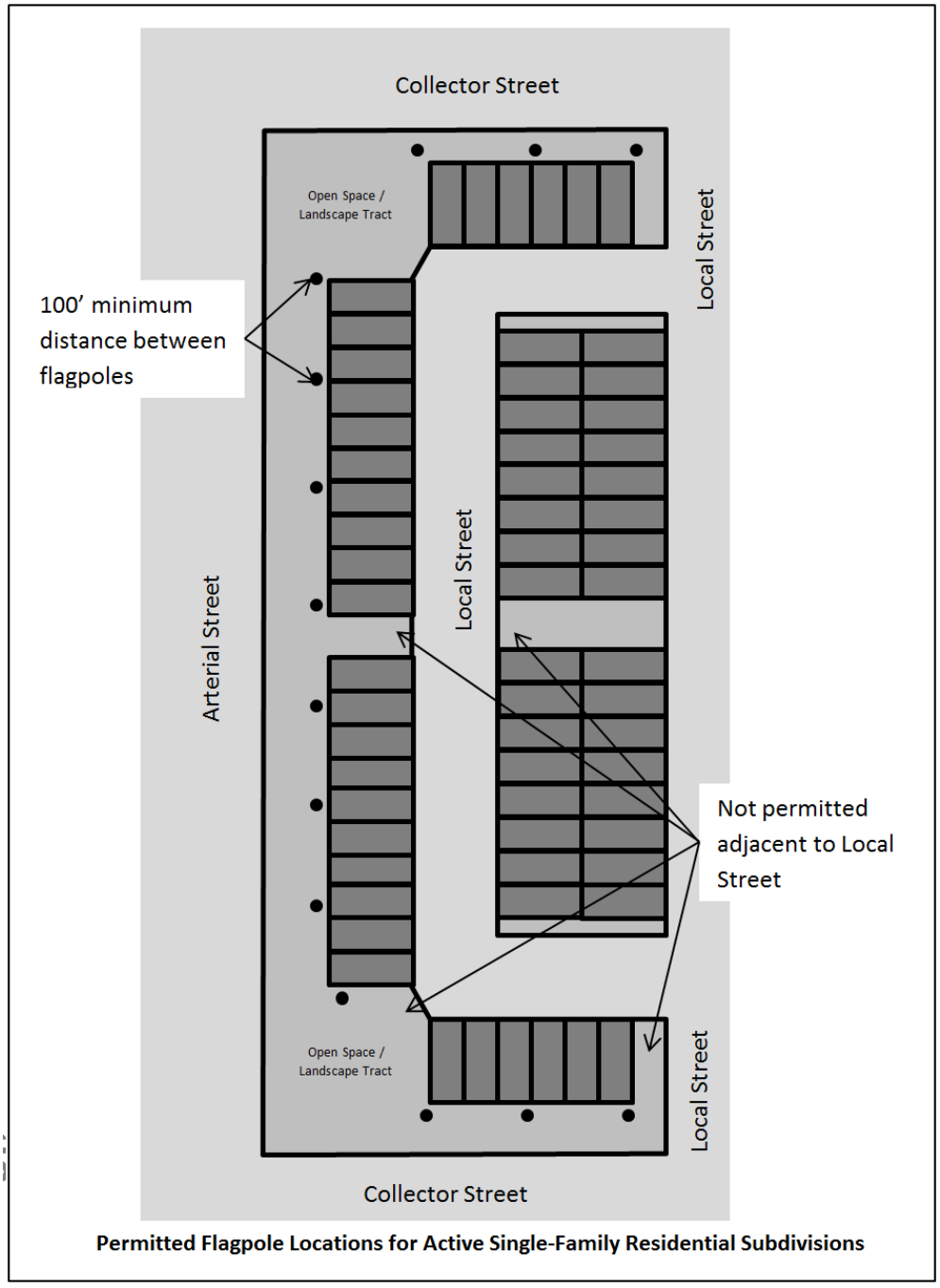
11. *Active single-family residential subdivision signs.* In addition to other signs that may be permitted in association with a model home complex, the

following signs are permitted within the boundaries of an active single-family residential subdivision:

a. One class IV temporary sign meeting the requirements of subsection 9(a)(5) herein may be located within the boundaries of an active single-family residential subdivision, provided such sign is located adjacent to a collector street or arterial street. The overall height of the class IV temporary sign allowed under this paragraph may be increased to 120 inches, provided the sign is designed to withstand windloads as required by the building codes in effect at the time the sign is erected. A class IV temporary sign permitted under this paragraph may be externally illuminated as outlined in section 10.



b. Where an active single-family residential subdivision includes an open space tract or landscape tract located adjacent to a collector street or arterial street, a series of flagpoles not exceeding 20 feet in height may be erected within said tract provided said flagpoles are spaced no closer than 100 feet apart; however, flagpoles permitted under this paragraph may not be located adjacent to any local street regardless of the location of the tract relative to the local street. Further, flagpoles permitted under this paragraph may not be illuminated except by ambient lighting.



Permitted Flagpole Locations for Active Single-Family Residential Subdivisions

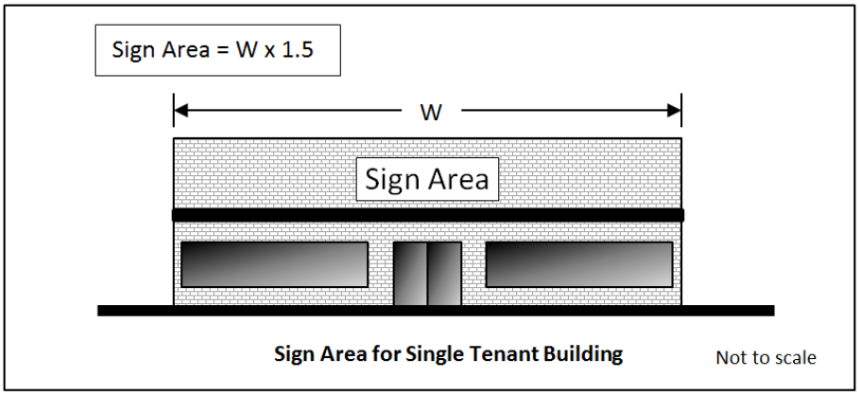
c. All active single-family residential subdivision signs shall be removed upon the close of escrow of the last lot in the subdivision or upon cessation of use, whichever comes first.

B. *Building-mounted signs.* Building-mounted signs may only be placed on building elevations which face a street or primary parking lot. For purposes of this section,

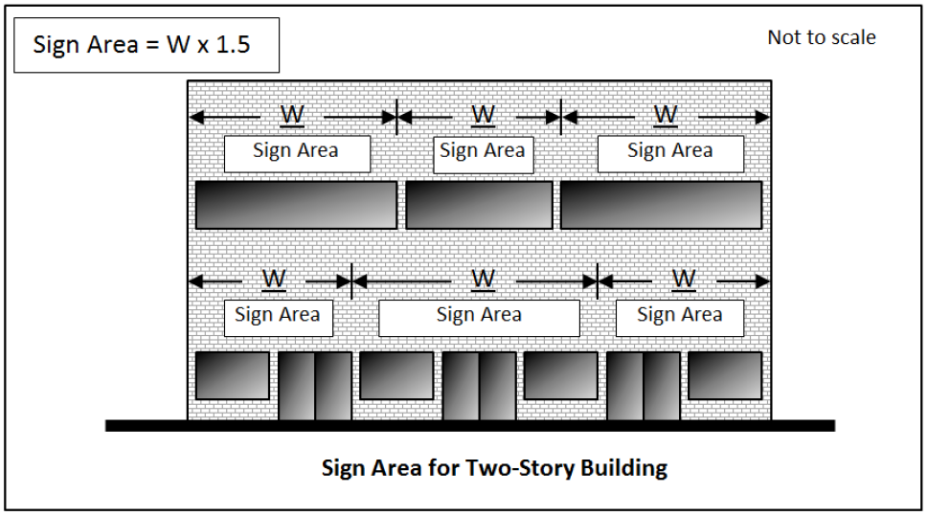
parking areas adjacent to service bays, access drives located behind a building, or alley ways are not considered primary parking areas.

1. *Building wall signs.* In other than residential zoning, building wall signs are permitted on any building elevation of any primary use building, subject to the following:

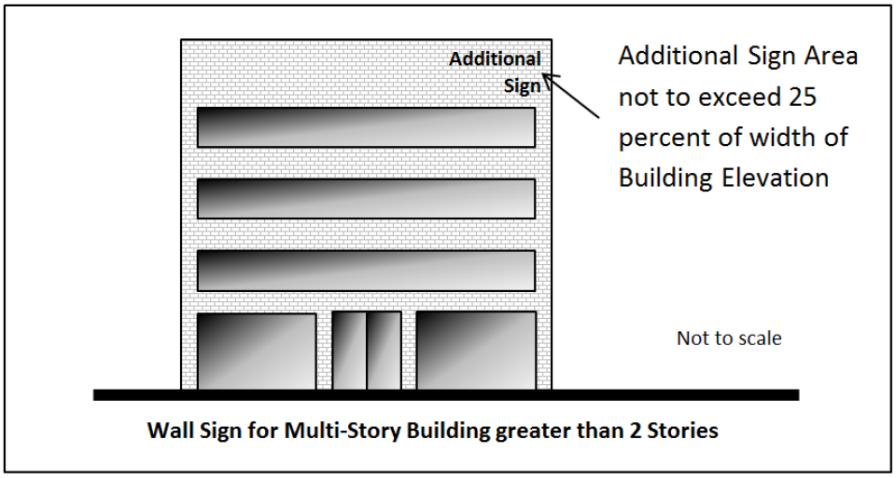
    a. For single story, single-tenant buildings, any number of building wall signs may be affixed to any building elevation, provided the aggregate sign area does not exceed one and one-half square foot per one linear foot of building elevation on which the sign is mounted.



    b. For two-story office buildings or two-story mixed-use buildings, each tenant who possesses leased tenant frontage on the exterior wall of the building may affix any combination of building wall signs provided the aggregate sign area does not exceed one and one-half square foot per one linear foot of that tenant's leased frontage. In the event a tenant does not possess leased tenant frontage located along the exterior of the building, this provision does not apply.



c. For multi-story buildings greater than two stories one building wall sign, the area of which not exceeding 25 percent of the width of the elevation may be affixed to each building elevation at a location that is nearest the top of the building provided said sign does not extend above the parapet, or in the case of an exposed pitch roof, the drip line of the roof. In no case shall such signs be affixed to an elevator shaft or equipment screening.

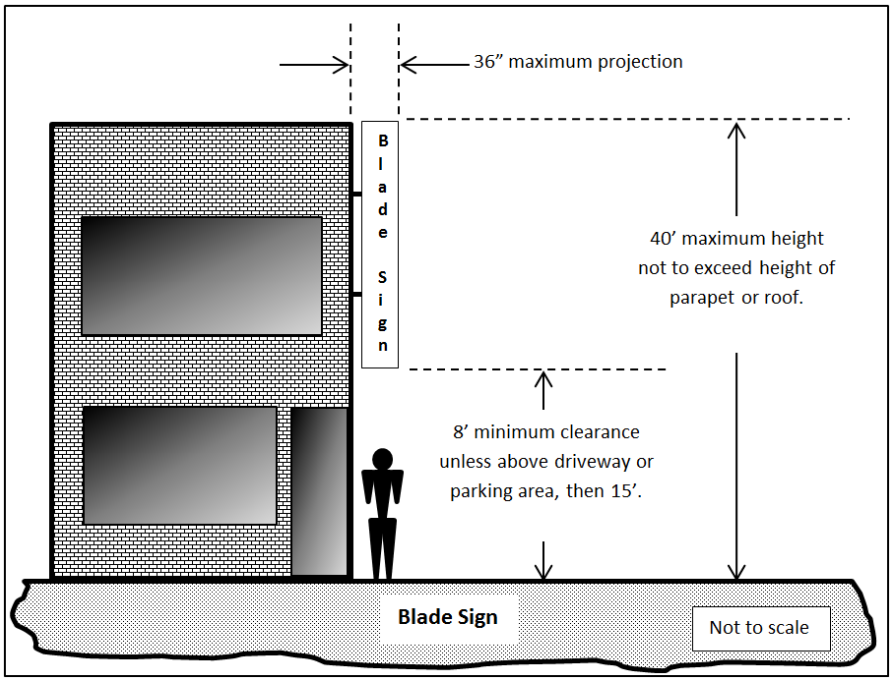


d. The sign area of any building wall sign serving an arterial street may be increased by 25 percent when the building is setback at least 600 feet from the public right-of-way and may be further increased an additional 25 percent for each additional 200 feet of setback, up to a maximum of 100 percent, provided the increase in sign area does not cause the sign to be in violation with the other provisions of this section.

e. The maximum width of a building wall sign shall not exceed 80 percent of the leased tenant frontage for a multi-tenant building, or building elevation for a single-tenant building.
f. Building wall signs shall be installed in a manner that does not obscure architectural features such as, but not limited to, pilasters, arches, windows, cornices, pop-outs, decorative trims, moldings, and frieze.
g. Building wall signs may be internally illuminated, externally illuminated, or back-lit, but may not include electronic messaging (EMCs). Further, illumination shall be in accordance with the requirements set forth in section 10.

2. *Blade signs.*

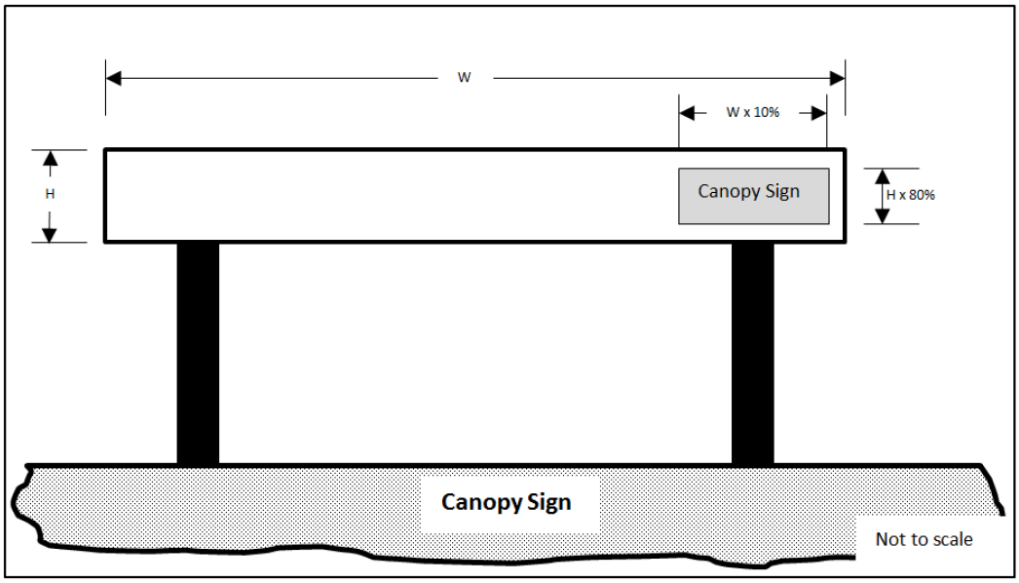
a. One blade sign is permitted per primary use multi-story building located in multi-family, commercial, mixed-use or industrial zoning subject to the specific requirements outlined below.
b. When a blade sign extends over a pedestrian area a distance of six inches or more, the bottom of the sign shall not be any closer than eight feet above the walking surface over which the sign is placed. When a blade sign extends any distance over a parking lot or vehicular area, the bottom of the sign shall not be any closer than 15 feet above the paving surface over which the sign is placed.
c. The blade sign shall be mounted such that the top of the sign is not higher than 40 feet above the ground, sidewalk, or pavement surface above which the sign is mounted, except that in no case shall the blade sign extend above the roof of the building onto which the sign is mounted, or if mounted adjacent to a parapet, the sign shall not extend above the parapet.
d. The blade sign shall not project more than 36 inches from the wall onto which the blade sign is mounted.
e. The blade sign shall not be externally illuminated in any manner except by ambient lighting as may be present on the property; however, blade signs may be internally illuminated in accordance with the requirements set forth in section 10.



3. *Canopy signs.*

a. Canopy signs shall not exceed 80 percent of the height of the face of the canopy onto which the canopy sign is mounted.

b. Canopy signs shall not exceed ten percent of the width of the face of the canopy onto which the canopy sign is mounted.



c. Canopy signs may be internally illuminated or back-lit in accordance with the requirements set forth in section 9. Level 1

electronic messaging is permitted on a canopy sign, subject to the provisions outlined in section 11.

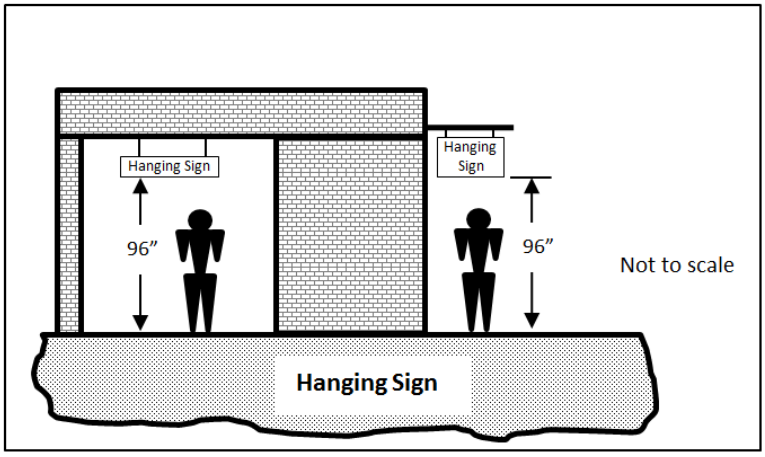
4. *Marquee signs.*

   a. The marquee sign shall be affixed to the face plane of the marquee and shall not extend above the uppermost or lowermost limits of the marquee.
   b. The marquee sign shall not exceed 80 percent of the width of the face of the marquee onto which the sign is mounted.
   c. Marquee signs may be internally illuminated or back-lit in accordance with the requirements set forth in section 9. Level 1 electronic messaging is permitted subject to the provisions outlined in section 11.

5. *Awning signs.* In mixed-use, commercial and industrial zoning districts, awnings may be integrated with sign copy, but shall not contribute towards the overall building wall sign area of a particular building.

6. *Hanging signs.* In mixed-use, commercial and industrial zoning districts, hanging signs are permitted subject to the following time, place, and manner restrictions:

   a. Not more than one hanging sign is permitted per customer entrance and shall be mounted above the customer entrance or as close as reasonably practicable.
   b. The maximum sign area of the hanging sign shall not exceed six square feet.
   c. Where a hanging sign is erected above a pedestrian pathway, the bottom of the sign shall be not less than 96 inches from the walkable surface above which the hanging sign is placed.
   d. The hanging sign shall not be externally illuminated in any manner except by ambient lighting present on the property; however, such signs may be internally illuminated in accordance with the requirements set forth in section 10.



7. *Window signs and sunscreens.*

   a. Window signs are allowed provided the combined sign area for all window signs affixed to a particular window does not exceed 40 percent of the individual window pane. Etched or stained glass, when integral to the window, shall not be included in the sign area calculation.
   b. Sunscreen material may cover 100 percent of the window pane, provided not more than 40 percent of the window pane is covered by any mural or other graphics.
   c. Window signs shall not contribute towards the aggregate building wall sign area of a building.

C *Freestanding ground signs.*

1. *Class I monument signs (menu signs) and class II monument signs (preview signs) for drive-through businesses.* Drive-through businesses may utilize one class I monument sign and one class II monument sign per drive-through lane subject to the following:

   a. The bottom of the sign copy of a class I monument sign or class II monument sign shall not be less than two feet above the adjacent drive-through lane's paved surface.
   b. The overall height of the sign structure of a class I monument sign or class II monument sign shall not be more than eight feet above the adjacent drive-through lane's paved surface.
   c. The sign area for an individual class I monument sign or class II monument sign shall not exceed 50 square feet.
   d. A class I monument sign shall not be audible from any residential zoning district or residential use, hotel or motel room, or patient room of an overnight medical facility.

e. No class I monument sign or class II monument sign may be located within 100 feet of a residential zoning district or use.
f. Class I monument signs and class II monument signs may be internally illuminated in accordance with the requirements set forth in section 10.
g. Level 2 electronic messaging is permitted, subject to the provisions outlined in section 11.

2. *Class III monument signs (directional signs).* Class III monument signs are permitted along the street frontage in conjunction with a driveway serving any multi-family residential, commercial or industrial development, subject to the following:

a. The class III monument sign shall not exceed 30 inches in height as measured from the adjacent pavement surface of the roadway served by the sign;
b. The sign area of a class III monument sign shall not exceed six square feet;
c. The class III monument sign may be internally illuminated, back-lit, or externally illuminated as outlined in section 10 provided the source of external illumination is not visible.

3. *Class IV monument signs (directory signs).* Class IV monument signs are permitted within the interior of any multi-family residential, commercial or industrial development, subject to the following:

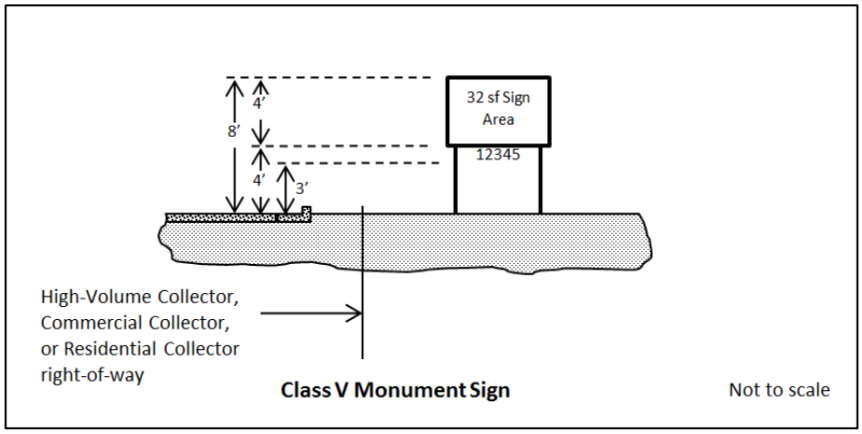
a. The class IV monument sign shall not exceed six feet in height as measured from the adjacent pavement surface of the roadway or sidewalk served by the sign;
b. The sign area of a class IV monument sign shall not exceed 12 square feet;
c. The class IV monument sign may be internally illuminated, back-lit, or externally illuminated in accordance with the requirements set forth in section 10 provided the source of external illumination is not visible.

4. *Class V monument signs (minor monument signs)*.

a. Class V monument signs are permitted in conjunction with non-residential uses in a residential zone, not including cottage industries or home occupations; or in multi-family uses in multi-family zoning; or in non-residential uses in a non-residential zone.
b. One class V monument sign meeting the requirements outlined below is permitted for every 150 feet of collector or arterial street

frontage or portion thereof, regardless of the presence or location of driveway, provided sight distance requirements are met. The minimum spacing between individual class V monument signs, or between a class V monument sign and a class VI monument signs, located on the same property shall be not less than 150 feet measured radially.

c. When allowed, the height of the class V monument sign shall not exceed eight feet as measured from the edge of pavement of the street being served by the sign, nor shall the maximum sign area exceed 32 square feet. The bottom edge of the sign copy shall be no lower than four feet above the adjacent edge of pavement of the street being served by the sign. The height of the sign structure may extend an additional two feet above the face if the sign provided said extension is limited to non-illuminated architectural embellishments and contains no sign copy.



d. The base of a class V monument sign shall be fitted with the address of the property or properties in a manner that is consistent with section 13.

e. A class V monument sign shall be located within a landscape area not less than 80 square feet.

f. Class V monument signs shall be setback not less than two feet from the right-of-way line except that in the event a public utility easement is present, in which case the sign shall be setback not less than two feet from the easement.

g. Class V monument signs may be internally illuminated, back-lit or externally illuminated in accordance with the requirements set forth in section 10.

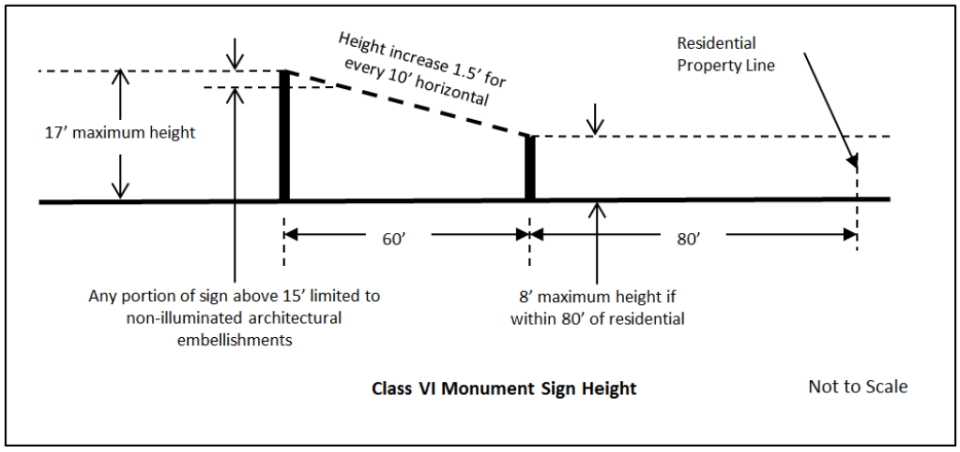
h. Level 1 electronic messaging and level 2 electronic messaging are permitted on a monument sign, subject to the provisions outlined in section 11.

5. *Class VI monument signs (major monument signs).*

a. Class VI monument signs are permitted in conjunction with non-residential uses in a non-residential zone or that portion of a planned area development where the land use plan of the PAD specifically calls out non-residential uses.

b. Class VI monument signs shall only be located adjacent to a parkway, major arterial street, minor arterial street, or along grand avenue. When allowed, one class VI monument sign meeting the requirements outlined below is permitted for every 150 feet of said roadway or portion thereof, regardless of the presence or location of driveway, provided sight distance requirements are met. The minimum spacing between individual class VI monument signs located on the same property shall be not less than 150 feet measured radially. The minimum spacing between class V monument signs and class VI monument signs located on the same property shall not be less than 150 feet measured radially. Properties with less than 150 feet of parkway, major arterial street, minor arterial street, or grand avenue frontage shall not be permitted any class VI monument sign.

c. No class VI monument sign may be located within 80 feet of a property having single-family residential zoning. The height of a class VI monument sign located 80 feet or more from a property having single-family zoning shall not exceed eight feet at 80 feet distant; however, the height of a class VI monument sign may increase one and one-half foot for every additional ten feet of horizontal distance the sign is located away from a property having single-family residential zoning up to a maximum height of 17 feet, provided however that any height in excess of 15 feet shall be limited to architectural embellishments.



d. The sign area of a class VI monument sign shall be limited to 36 square feet, but may increase 12 square feet for every one foot increase in the overall height of the sign up to a maximum sign area of 120 square feet.

e. The base of a class VI monument sign shall be fitted with the address of the property or properties in a manner that is consistent with section 13.

f. A class VI monument sign shall be located within a landscape area not less than the maximum sign area allowed for that sign.

g. Class VI monument signs shall be setback not less than two feet from the right-of-way line. Further, in the event a public utility easement is present, the sign shall be setback not less than two feet from the easement, unless the property owner signs a waiver acknowledging the prior rights of the utility companies to occupy said easement.

h. Class VI monument signs may be internally illuminated, back-lit or externally illuminated in accordance with the requirements set forth in section 10.

i. Level 1 electronic messaging and level 2 electronic messaging are permitted on a class VI monument sign, subject to the provisions outlined in section 11.

6. *Roadway arch signs.* Roadway arch signs may be erected within any commercial or industrial development subject to the following:

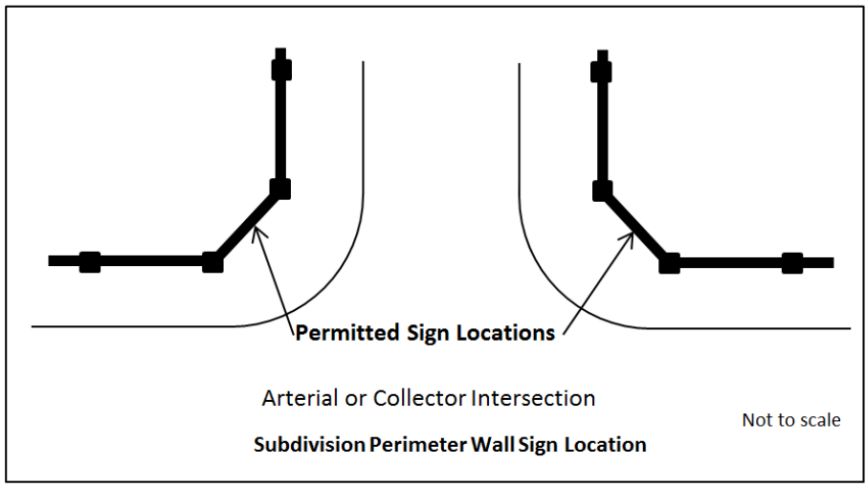
a. Roadway arch signs shall maintain a vehicular clearance of not less than 18 feet;

b. Roadway arch signs shall not interfere with pedestrian or vehicular movement;

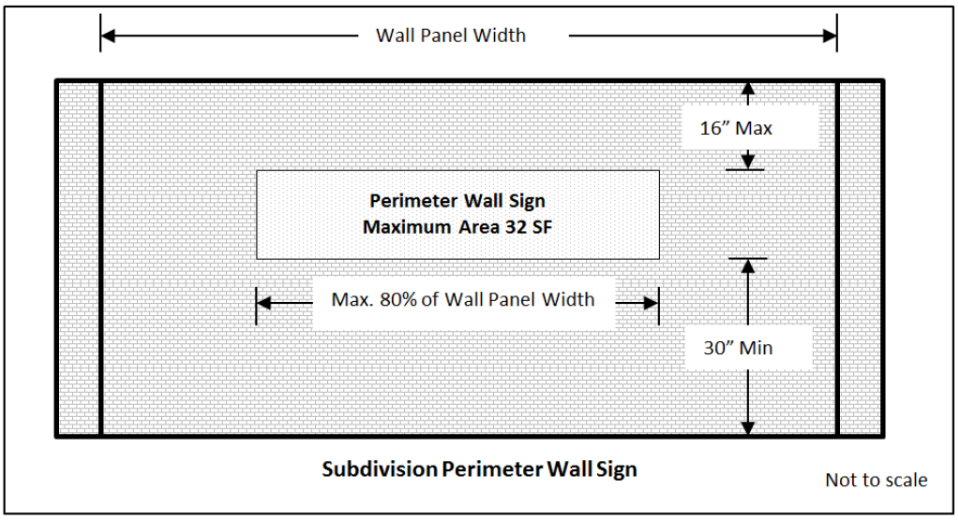
c. Roadway arch signs may be internally illuminated, or back-lit in accordance with the requirements set forth in section 10 except that if the roadway arch sign is located within 100 feet of any residential zoning district or use, the roadway arch sign shall not be illuminated.

7. *Subdivision perimeter wall signs.*

a. Where a subdivision perimeter wall is located adjacent to a street corner that intersects a collector or arterial street, one subdivision perimeter wall sign may be affixed to the wall panel of the subdivision perimeter wall most closely oriented to the intersection, subject to the specific requirements outlined below.



b. The maximum sign area shall not exceed 32 square feet.
c. The width of the sign shall not exceed 80 percent of the width of the perimeter wall panel into which the sign is mounted.
d. The bottom of the sign shall be no lower than 30 inches from the adjacent grade.
e. The top of the sign shall be no higher than 16 inches from the top of the wall panel onto which the sign is mounted.
f. The sign may be back-lit or externally illuminated provided the source of illumination is not visible from the street or from the adjacent residential property and is otherwise in accordance with the requirements set forth in section 10.



8. *Freeway monument signs.* Freeway monument signs may be permitted as outlined in this section:

   a. *State Route 303 Corridor.* Freeway monument signs may be located within the following portions of the State Route 303 Corridor, subject to prior approval of a conditional use permit to be processed as a Type 3 application in accordance with Chapter 102 of this Ordinance:

      (1) *State Route 303 and U.S. 60.* An area of land generally located at the intersection of State Route 303 and U.S. 60, being situated in the south half of Section 18 and the north half of Section 19, Township 4 North, Range 2 West and the south half of Section 36, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

      BEGINNING at a point located at longitude 112°24'13" west by latitude 33°40'49" north, thence southwesterly along a line bearing N43°00'58"E a distance of 1,320 feet to the beginning of a non-tangent curve the center of which is said longitude and latitude; thence clockwise along the arc of said curve a distance of approximately 2,070 feet, thence departing said arc southeasterly along a line bearing N46°13'20"W a distance of 1,320 feet to the POINT OF BEGINNING.

(2) *State Route 303 and Bell Road.* An area of land generally located at the intersection of State Route 303 and Bell Road, being situated in the north half of Section 1, Township 3 North, Range 2 West and the south half of Section 36, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the north quarter corner of said Section 1, thence easterly along the north line of the northeast quarter of said Section 01 a distance of 850 feet to the beginning of a non-tangent curve the center of which is said north quarter corner; thence clockwise along the arc of said curve a distance of approximately 4,000 feet to a point on the east line of the southwest quarter of said Section 36, thence departing said curve, southerly along said east line a distance of 850 feet to the POINT OF BEGINNING

(3) *State Route 303 and Greenway Road.* An area of land generally located at the intersection of State Route 303 and Greenway Road, being situated in the southeast quarter of Section 1, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the south quarter corner of said Section 01, thence northerly along the west line of said southeast quarter a distance of 450 feet to the beginning of a non-tangent curve the center of which is said south quarter corner; thence clockwise along the arc of said curve a distance of approximately 700 feet to a point on the south line of said southeast quarter; thence departing said curve, westerly along said south line a distance of 450 feet to the POINT OF BEGINNING

(4) *State Route 303 and Cactus Road.* An area of land generally located at the intersection of State Route 303 and Cactus Road, being situated in the northeast quarter of Section 24, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

BEGINNING at the north quarter corner of said Section 24; thence easterly along the north line of said northeast quarter a distance of 850 feet to the beginning of a non-tangent curve the center of which is said north quarter corner; thence clockwise along the arc of said curve approximately 1,340 feet to a point on the west line of said northeast quarter; thence departing said curve, northerly along said west line a distance of 850 feet to the POINT OF BEGINNING

(5) All freeway monument signs located within the aforementioned locations are subject to the provisions in subsections 9(c)(9)b.—e.

b. *Additional locational requirements.* The following additional locational requirements apply for all freeway monument signs regardless of where in the corridor it is located:

(1) Freeway monument signs may only be approved on lands zoned for commercial or industrial uses.
(2) No freeway monument sign shall be located within 300 feet of a property zoned for residential uses, or any open space tract that is associated with a residential development.
(3) Freeway monument signs shall not be located closer than 20 feet from the adjacent right-of-way.
(4) Spacing between freeway monument signs shall be not less than 750 feet, unless separated by a freeway or arterial right-of-way.
(5) Freeway monument signs shall not be allowed within a natural or manmade watercourse.

c. *Dimensional requirements.* The following dimensional requirements apply for all freeway monument signs regardless of the corridor in which it is located:

(1) The overall height of a freeway monument sign shall not exceed 65 feet as measured from the finished grade of the site where the freeway monument sign is located to the highest point of the sign structure.
(2) Freeway monument signs shall be allowed an extra three feet in height for architectural embellishments.

(3) The sign area of a freeway monument sign shall not exceed 650 square feet.

d. *Design requirements.* The following design requirements apply for all freeway monument signs regardless of the corridor in which it is located:

(1) Freeway monument signs may incorporate level 2 electronic messaging centers as outlined section 11 herein, except that electronic messaging centers used in freeway monument sign applications may occupy up to 50 percent of the allowable sign area of the sign, exclusive of architectural embellishments as required herein, and provided such electronic messaging centers are turned off between 11:00 p.m. and dawn.

(2) Freeway monument signs shall incorporate architectural features of the commercial development on which the sign is located; however, such embellishments shall not include any sign copy.

(3) Freeway monument signs shall require a landscaped area equal to four square feet of landscaping for each square foot of sign area and shall be located around the base of the sign; freeway monument signs may be illuminated by externally-illuminated indirect or internal lighting.

e. Any conditional use permit approval is hereby conditioned upon the applicant obtaining a valid construction permit for the freeway monument sign approved under said conditional use permit. The applicant shall obtain certificate of completion from the city within six months of approval of the conditional use permit by the City Council. Failure to obtain a certificate of completion within the designated time allotment shall render the conditional use permit null and void; however, the city manager or designee may grant a one-time extension for a period not to exceed six months when in the opinion of the city manager or designee the circumstances warrant such.

9. *Billboard Signs:* Billboard Signs may be permitted as outlined in this Section:

a. *State Route 303 Corridor:* One (1) Billboard Signs may be located within that portion of the State Route 303 Corridor between a specific point located at Latitude 33°41'49" N by Longitude 112°21'35" W and extending in a westerly direction along the northern right-of-way line of State Route 303 ~~from the southeast corner of Section 9 of the Gila and Salt River Base and Meridian and extending in a westerly direction~~ a distance of approximately 3,960' ~~along the south line of Section 9 located at Latitude 33°41'49" N by Longitude 112°21'35" W and~~ to the specific point of Latitude 33°41' 47" N by Longitude 112°22' 22" W, subject to prior approval of a Conditional Use Permit in accordance with Chapter 102-6.3 of the Surprise Land Development Ordinance. All billboard signs located within the aforementioned corridor are subject to the provisions in Paragraph 109-1.9.C.9:

(1) Billboard signs located within the State Route 303 corridor as defined above shall serve eastbound and/or westbound traffic but shall only be located north of the freeway right-of-way. Further, where a billboard sign is located within the State Route 303 Corridor, at least one (1) sign face shall consist of an Electronic Messaging Center.

(2) The overall height of a billboard sign within the State Route 303 Corridor shall not exceed forty-five (45) feet as measured from the adjacent roadway to the top of the sign structure, exclusive of architectural embellishments as permitted in this Section.

(3) The overall dimensions of the sign panel associated with a billboard sign within the State Route 303 Corridor shall not exceed forty-eight (48) feet in width and fourteen (14) feet in height for a total sign area not to exceed 672 square feet, exclusive of architectural embellishments as permitted in this Section.

b. *Additional Locational Requirements:* The following additional locational requirements apply for all billboard signs:

(1) Billboard signs may only be approved within a Planned Area Development (PAD), that portion of the PAD in which the approved land use plan specifically calls out commercial, industrial or employment uses and in Commercial or Industrial zoning districts, and only within the specified Corridor.

(2) Billboard signs shall not be located closer than twenty (20) feet from the State Route 303 right-of-way line and not further than 200 feet from said right-of-way line.

(3) No billboard sign shall be approved within 660 feet of any Freeway Monument Sign existing at the time of Conditional Use Permit application for the billboard sign in question.

(4) No billboard sign shall be approved within 1760' of any billboard sign approved or existing at the time of Conditional Use Permit application for the billboard sign in question.

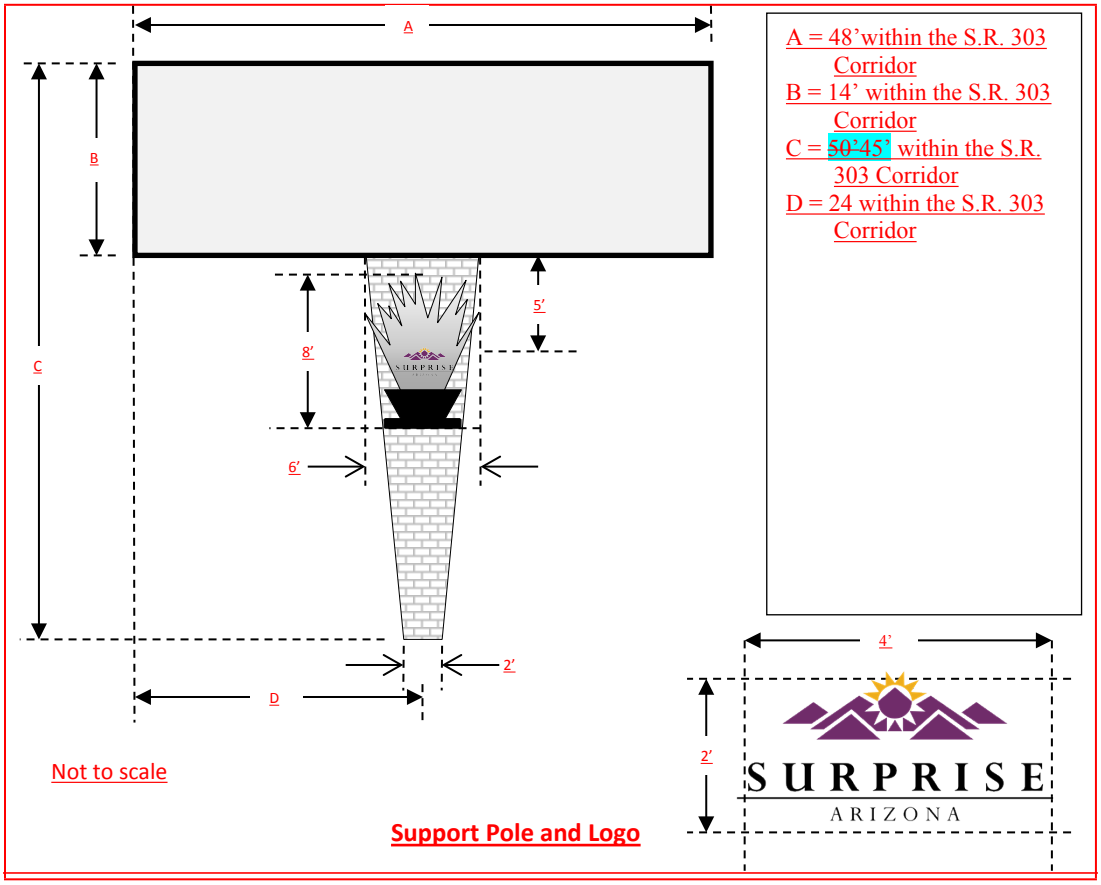
c. *Design Requirements:* The following design requirements apply for all billboard signs:

(1) Billboard Signs may incorporate Level 2 Electronic Messaging Centers as outlined Chapter 109-1.11.6 herein, except that Electronic Messaging Centers used in billboard applications may occupy up to 100% of the allowable sign area of the billboard, exclusive of architectural embellishments as may be permitted or required herein and provided such Electronic Messaging Centers are turned off between 11:00 PM and dawn.

(2) Billboard Signs shall be supported by a single pole or column, which shall be dimensionally centered beneath the sign panel and shall incorporate a pole cover comprised of stone, brick or other architecturally compatible material that conceals the structural component of the pole or column. Unless an alternative design is approved by the Planning and Zoning Commission, the pole cover shall be of

a trapezoidal shape, with a base width equal to one-third (1/3) the width of the top of the pole cover.

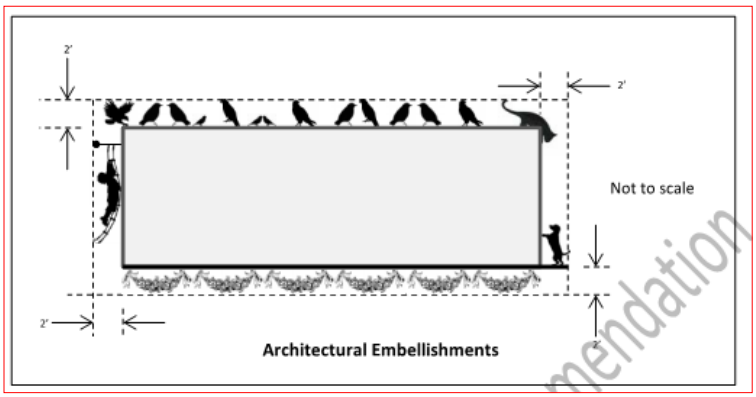
(3) Unless an alternative design is approved by the Planning and Zoning Commission, the supporting pole or column shall also include additional architectural embellishments that incorporate the official Primary City of Surprise Logo superimposed onto a stylized agave image. The logo shall be approximately two (2) feet tall by four (4) feet wide. The stylized agave image shall be eight (8) feet high by six (6) feet wide. The vertical center of the arrangement shall be five (5) feet below the lower edge of the sign panel.



Support Pole and Logo

(4) Artistic or architectural embellishments up to thirty (30) square feet may be attached to the perimeter of the sign panel, provided said embellishments do not extend more than two (2) feet in any direction beyond the face of the

sign and do not otherwise obstruct the architectural embellishments as may be required under Paragraph 109-1.9.C.9.c above.



d. Any Conditional Use Permit approval is hereby conditioned upon the applicant obtaining a valid construction permit for the billboard sign approved under said Conditional Use Permit. The applicant shall obtain Certificate of Completion from the City of Surprise within six (6) months of approval of the Conditional Use Permit by the Planning and Zoning Commission. Failure to obtain a Certificate of Completion within the designated time allotment shall render the Conditional Use Permit null and void; however, the City Manager or designee may grant a one-time extension for a period not to exceed six (6) months when in the opinion of the City Manager or designee the circumstances warrant such.

Exhibit C

Section 109-1.11 Electronic Messaging

109-1.11 Electronic messaging centers (EMCs).

A *Levels of electronic messaging.* For purposes of this chapter, electronic messaging centers (EMCs) are divided into two categories: level 1 electronic messaging and level 2 electronic messaging, as defined in section 6.

B *EMC illumination.* The nighttime illumination of an electronic messaging center shall conform to the criteria set forth in this section.

1. *Illumination measurement criteria.* The illuminance of an electronic messaging center shall be measured with an illuminance meter set to measure foot-candles accurate to at least two decimals. Illuminance shall be measured with the EMC turned off, and again with the EMC displaying a white image for a full color-capable electronic messaging center, or a solid message for a single-color electronic messaging center. All measurements shall be taken perpendicular to the face of the electronic messaging center at the distance determined by the total square footage of the electronic messaging center as set forth in table 109-1b below.

TABLE 109-1b
MEASUREMENT DISTANCE AS A FUNCTION OF SIGN AREA

Area of Sign (sq. ft.)	Measurement Distance (ft.)	Area of Sign (sq. ft.)	Measurement Distance (ft.)
5	22	55	74
10	32	60	77
15	39	65	81
20	45	70	84
25	50	75	87
30	55	80	89
35	59	85	92
40	63	90	95
45	67	95	97
50	71	100	100
For EMCs with an area in square feet other than those specifically listed in this table,			

the measurement distance may be calculated using the following formula:
Measurement Distance = √Area of sign sq. ft. x 100

2. *EMC illumination limits.* The difference between the "off" and "solid-message" measurements using the illumination measurement criteria outlined in subsection 11(b)(1) above shall not exceed 0.3 foot-candles at night.

3. *Dimming capabilities.* All permitted electronic messaging centers shall be equipped with a sensor or other device that automatically determines the ambient illumination and is programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 foot-candle measurement criteria.

4. *EMCs as a portion of sign area.* When allowed, electronic messaging centers may comprise not more than 50 percent of the allowable sign area of a particular sign.

5. *Certification.* Prior to the issuance of a permit relating to an electronic messaging center, the applicant shall provide a written certification from the owner of the sign attesting that said owner has read and understands the provisions of this section, agrees to abide by said section, and agrees to cooperate with City of Surprise staff with regards to any nighttime testing that may be necessary should the 0.3 foot-candle limitation be at question.

6. When Electronic Messaging Centers are utilized in conjunction with a Billboard Sign, the sign area of the Electronic Messaging Center may encompass 100% of the allowable sign area as outlined in Paragraph 109-1.9.C.9.

ORDINANCE # 2021-15

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A TEXT AMENDMENT TO THE LAND DEVELOPMENT ORDINANCE RELATING TO BILLBOARD SIGNS.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, on July 17, 2021, the Planning and Zoning Commission recommended approval of the proposed Text Amendment with provisions limiting the number of billboard signs to one (1) within the specified corridor and limiting the height to 45';

WHEREAS, however, the City Council believes that three (3) such signs with each separated at least 1760 feet from the others may be appropriate for the specified corridor;

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

Section 1. *Section 109-1.7 Permitted and Prohibited Signs*, of the Surprise Land Development Ordinance is hereby amended as described on attached ***Exhibit A***, and incorporated by this reference.

Section 2. *Section 109-1.9 Sign Classifications and Types*, of the Surprise Land Development Ordinance is hereby amended as described on attached ***Exhibit B***, and incorporated by this reference.

Section 3. *Section 109-1.11 Electronic Messaging Centers*, of the Surprise Land Development Ordinance is hereby amended as described on attached ***Exhibit C***, and incorporated by this reference.

Section 4. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed upon the effective date of this Ordinance.

Section 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 6. This Ordinance will become effective at the time and manner prescribed by law and shall then be incorporated into the Surprise Code of Ordinances at that time.

PASSED AND ADOPTED this _____ day of _____, 2021.

_____
Skip Hall, Mayor

Attest:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

Exhibit A

Section 109-1.7 Permitted and Prohibited Signs

109-1.7 Permitted and prohibited signs.

A Permitted signs by zoning district. Only those sign types and classes that are specifically listed in table 109-1a for each zoning district may be allowed, subject to the provisions outlined elsewhere in this chapter.

TABLE 109-1a PERMITTED SIGNS
(P = permitted, shaded cell = not permitted, C = conditional use permit)

Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
TEMPORARY SIGNS											
109-1.9(a)(2)	Class I Temporary Signs (Small A-Frame Signs)	P	P	P				P			
109-1.9(a)(3)	Class II Temporary Signs (Large A-Frame Signs)					P	P	P	P		
109-1.9(a)(4)	Class III Temporary Signs (Small Post Signs)			P	P	P	P	P	P		P
109-1.9(a)(5)	Class IV Temporary Signs (Large Post Signs)			P	P	P	P	P	P		P
109-1.9(a)(6)	Banner Signs and Festoons			P	P	P	P	P	P		P
109-1.9(a)(7)	Light Pole Banner Signs	P	P		P	P	P	P	P		P
109-1.9(a)(8)	Teardrop Banner Signs			P	P	P	P	P	P	P	P

TABLE 109-1a PERMITTED SIGNS (P = permitted, shaded cell = not permitted, C = conditional use permit)											
Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
109-1.9(a)(9)	Sign Walkers	P	P	P	P	P	P	P	P	P	P
109-1.9(a)(10)	Model Home Complex Signs			P				P			
109-1.9(a)(11)	Residential Subdivision Signs			P				P			
BUILDING MOUNTED SIGNS											
109-1.9(b)(1)	Building Wall Signs			P	P	P	P		P		P
109-1.9(b)(2)	Blade Signs			P	P	P	P		P		P
109-1.9(b)(3)	Canopy Signs				P	P	P		P		P
109-1.9(b)(4)	Marquee Signs						P				P
109-1.9(b)(5)	Awning Signs						P		P		P
109-1.9(b)(6)	Hanging Signs					P	P	P	P		P
109-1.9(b)(7)	Window Signs and Sunscreens			P	P	P	P	P	P		P
FREESTANDING GROUND SIGNS											
109-1.9(c)(1)	Class I Monument Signs (Menu Signs)						P		P		
109-1.9(c)(1)	Class II Monument Signs (Preview Signs)						P		P		
109-1.9(c)(2)	Class III Monument Signs	P	P	P	P	P	P	P	P	P	P

TABLE 109-1a PERMITTED SIGNS (P = permitted, shaded cell = not permitted, C = conditional use permit)											
Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
	(Directional Signs)										
109-1.9(c)(3)	Class IV Monument Signs (Directory Signs)				P	P	P		P		
109-1.9(c)(4)	Class V Monument Signs (Minor Monument Signs)			P	P	P	P		P		P
109-1.9(c)(5)	Class VI Monument Signs (Major Monument Signs)				P	P	P		P		P
109-1.9(c)(6)	Roadway Arch Signs	P	P				P		P		
109-1.9(c)(7)	Subdivision Perimeter Wall Signs			P	P	P	P				P
109-1.9(c)(8)	Freeway Monument Signs						C				
109-1.9(c)(9)	Billboard Signs						C				
OTHER SIGNAGE											
109-1.11	Level 1 Electronic Messaging			P	P	P	P	P	P		P
109-1.11	Level 2 Electronic Messaging				P	P	P		P		P

TABLE 109-1a PERMITTED SIGNS (P = permitted, shaded cell = not permitted, C = conditional use permit)											
Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
109-1.12	Reader Panels			P	P	P	P	P	P		P
109-1.13	Address Identification			P	P	P	P	P	P	P	P
109-1.14	Flags and Flagpoles			P	P	P	P	P	P		P

B Signs in the public street right-of-way. Signs are not permitted within the public street right-of-way, except for those signs erected by, or on behalf of the city, or as otherwise expressly permitted in this chapter.

C Signs in the private street right-of-way. Signs are not permitted within private street rights-of-way, except when associated with an approved planned area development (PAD) or comprehensive sign program (CSP), as required by the city, or as otherwise permitted in this chapter.

D Encroachments. No portion of any sign erected on any property may encroach into the public right-of-way, except as otherwise permitted in this chapter or where expressed written permission is granted by the city to allow said encroachment.

E Signs as an accessory use. All signs must be an accessory use to a primary use. In no case shall a sign be established as a primary use of the property; except that temporary signs as otherwise allowed within a given zoning district are exempt from this provision.

F Prohibited signs. The following sign types are specifically prohibited:

1. *Abandoned signs*, pole signs of a permanent nature, snipe signs, and median signs;

2. Animated signs, flashing, blinking, or rotating signs, festoons, inflatable signs including latex or mylar balloons, permanent banner signs, pennants, searchlights, streamers, signs other than class 1 monument signs that emit audible sound, and any clearly similar features;

3. Vehicle signs when the vehicle is placed in a location not approved for vehicular parking or storage;

4. Signs containing any words or symbols that would cause confusion because of their resemblance to highway traffic control or direction signals;

5. Merchandise, equipment, products or other items which are not available for purchase, but are intended to attract attention, or for identification or advertising purposes;

6. Signs located on trees, utility poles, public benches, or any other form of public property, or within any public right-of-way, unless explicitly permitted by these regulations;

7. Signs containing vulgar or profane messages, hate speech, or language intended to incite violence;

8. Signs greater than 30 inches in height and which are located within any sight visibility triangle of any street or driveway intersection as required by the Surprise engineering design standards;

9. Signs not expressly permitted as being allowed by right under this chapter, or by specific requirements in another portion of this chapter, or otherwise expressly allowed by the city board of adjustment;

10. Signs placed in locations that are deemed by the city to present a hazard to public safety, obstruct clear vision in the area, or interferes with the requirements of the Americans with Disabilities Act (42 United States Code sections 12101 through 12213 and 47 United States Code sections 225 and 611);

~~11. Billboard signs.~~

G Signs exempt from these regulations. The following signs are exempt from regulation under this chapter:

1. Governmental signs.

2. Any sign that is not visible from another property to the naked eye, provided said sign otherwise meets applicable Building Code requirements and the requirements of sections 109-1.10, 109-1.11 and 109-1.12 herein.

H Violation. Any sign that is not in compliance with this section is in violation of this chapter.

Exhibit B

Section 109-1.9 Sign Classifications and Types
(Limiting number of billboards to three and limiting height to 45')

109-1.9 **Sign classifications and types.** The following sign classifications and types as defined in **section 109-1.6** are permitted in the city as outlined in table 109-1a subject to the following "time, place and manner" restrictions.

A. Temporary signs. When allowed, temporary signs shall conform to the following requirements:

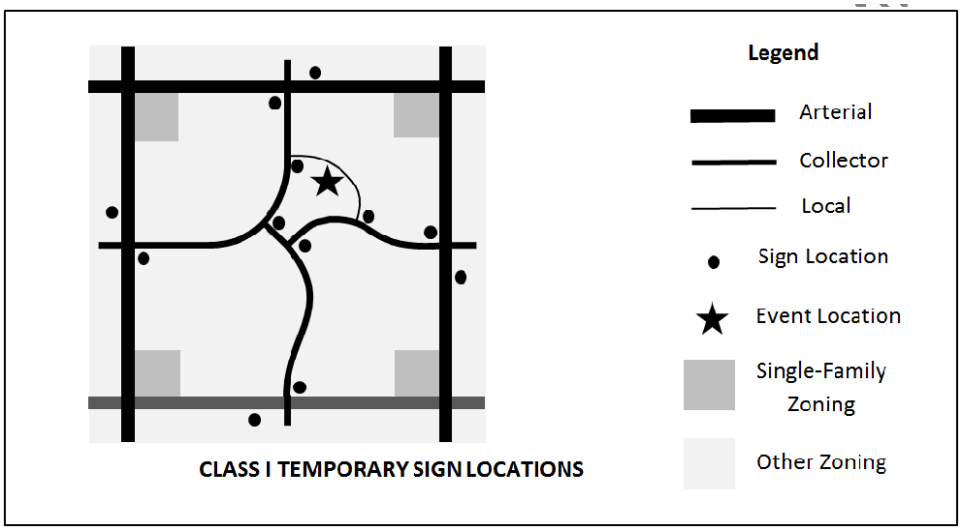
1. *General requirements.*

    a. Temporary signs shall not be illuminated in any manner except by ambient lighting present on the property.
    b. Temporary signs shall include the name and phone number of the contact person responsible for placing the sign.
    c. No temporary sign may interfere with the free movement of pedestrian or vehicular traffic.
    d. The supporting elements for class III temporary signs and class IV temporary signs may be directly buried or inserted into the soil; however, in no case shall concrete, or other permanent attachments to the ground, or attachment to other permanent structure(s) be utilized.

2. *Class I temporary signs (small A-frame signs).* Class I temporary signs, as defined herein, are allowed subject to the general requirements as stated above plus the following:

    a. Class I temporary signs are only allowed in conjunction with a lawful temporary event being held on land zoned for single-family residential uses.
    b. Class I temporary signs may be placed in the following locations when in association with a lawful temporary event occurring on land zoned for single-family residential uses:

        (1) One class I temporary sign at the site of the lawful temporary event,
        (2) One class I temporary sign at each local or collector street intersection leading from the site of the lawful temporary event to the adjacent arterial street grid,
        (3) Two class I temporary signs at the point where the local or collector street intersects with the arterial street. One sign may be located at the corner of the intersection on the side of the arterial street closest to the lawful temporary event. A second sign may be located on the opposite side of the arterial street, provided said sign is no further than 500 feet from the intersection.



CLASS I TEMPORARY SIGN LOCATIONS

c. When allowed, class I temporary signs may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. The sign may be weighted or ballasted; however, no such sign may be affixed to the ground or to any permanent structure.

f. Class I temporary signs may be placed one hour before the start of a lawful temporary event and shall be removed not more than one hour after the end of a lawful temporary event that occurs between the hours of 9:00 a.m. and 6:00 p.m. on Mondays, Tuesdays, Wednesdays, and Thursdays. In addition, class I temporary signs may be placed for any length of time between the hours of 4:00 p.m. Friday and 11:00 p.m. Sunday.

g. If the lawful temporary event being served by the class I temporary sign requires a temporary use permit, the locations of the class I temporary signs shall be included with the application materials.

3. *Class II temporary signs (large A-frame signs and pedestal signs).* Class II temporary signs, as defined herein, are allowed subject to the general requirements as stated above plus the following:

a. Class II temporary signs are only allowed in conjunction with a lawful commercial use including cottage industries, but not home occupations.

b. When a class II temporary sign is being utilized in conjunction with a lawful commercial use, one such sign may be located within 15 feet of the doorway of the customer entrance to the building in which the lawful commercial use is located.

c. When allowed, Class II temporary signs may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. The sign may be weighted or ballasted; however, no such sign may be affixed to the ground or to any permanent structure.

f. Class II temporary signs utilized in conjunction with a lawful commercial use may be displayed during the business hours of the business served by the Class II temporary signs.

4. *Class III temporary signs (small post-signs).*

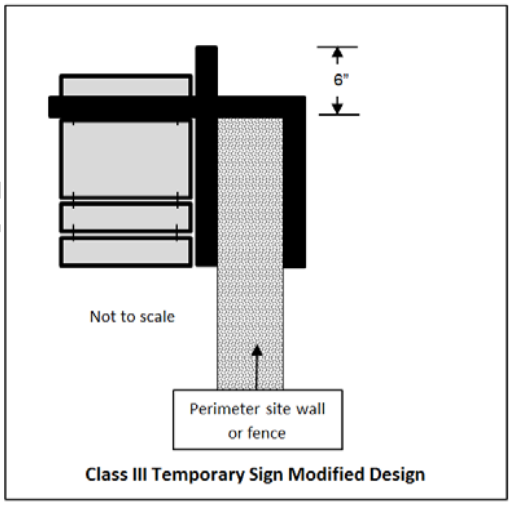
a. Not more than one class III temporary sign meeting the specific requirements outlined in this section is permitted per lot of record except that if said lot abuts more than one street, one additional class III temporary sign meeting said requirements may be erected along each additional street frontage.

b. In the event a property is vacant, additional class III temporary signs may be erected on said property provided the spacing between such signs is not less than 600 feet.

c. Class II temporary signs shall not be located within the street right-of-way, median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. In the event that a lot's perimeter site wall or fence is adjacent to or within 20 feet of a street, the class III temporary sign may be modified to allow the sign to be hung from but not attached to the perimeter site wall or fence provided the sign does not exceed the height of the wall or fence by more than six inches and does not interfere with pedestrian movement.



Class III Temporary Sign Modified Design

5. *Class IV temporary signs (large post-signs).*

   a. Not more than one class IV temporary sign meeting the specific requirements outlined in this section is permitted per lot of record except that if said lot abuts more than one street, one additional class IV temporary sign meeting said requirements may be erected along each additional street frontage, except that class IV temporary signs associated with a public hearing shall not be counted towards this total.

   b. Class IV temporary signs shall not be located within the street right-of-way, median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

   c. The maximum number of sign panels per sign structure shall not exceed two.

6. *Banner signs and festoons.*

   a. *General.* The following provisions apply to all banner signs and festoons:

      (1) Banner signs shall be equipped with ventilation flaps.
      (2) Banner signs and festoons shall be securely attached to the building or fence, but in no case shall be attached to freestanding poles or vegetation.

   b. *Residential.* Any number of banner signs, festoons or combination thereof are permitted per dwelling unit, provided the aggregate

length does not exceed 20 lineal feet and the aggregate area does not exceed 100 square feet.

c. *Non-residential.* Banner signs and festoons are permitted on properties zoned for non-residential use subject to the following:

(1) One banner sign may be placed on a building, provided the maximum area of the banner sign shall not exceed one square foot per linear foot of building elevation, not to exceed 500 square feet.
(2) For a single-tenant building, the width of the banner sign shall not exceed 80 percent of the width of the building elevation onto which the banner sign is attached. For multi-tenant building, the width of the banner sign shall not exceed 80 percent of the leased tenant frontage.
(3) Any number of festoons may be placed on a building provided the festoon contains no advertising copy, the aggregate length does not exceed 20 lineal feet, and the aggregate area does not exceed 100 square feet.

d. *Construction sites and temporary construction yards.* Banner signs are allowed in conjunction with active construction sites and temporary construction yards regardless of zoning, subject to the following:

(1) One or more banner signs may be affixed to the perimeter fence surrounding a construction site or temporary construction yard, provided said banner signs do not extend above the height of the perimeter fence.
(2) Individual banner signs shall not exceed ten feet in length. Where multiple banner signs are utilized in lieu of screening material on a fence surrounding a construction site or temporary construction yard, said signs shall be spaced not less than one foot apart unless the banner sign is fabricated of material with not less than 50 percent visual transparency, in which case this provision shall not apply.

7. *Light pole banner signs.*

a. Light pole banner signs may be attached to light poles when the pole is so equipped to receive such banner, except that in no case

shall a light pole banner sign be affixed to a light pole in a public right-of-way without the expressed written permission from the city.

b. The surface area of a single light pole banner sign shall not exceed eight square feet as measured on a single side.

c. When two light pole banner signs are affixed to a single light pole, both light pole banner signs shall be consistent with each other with respect to size and shape so as to create uniformity.

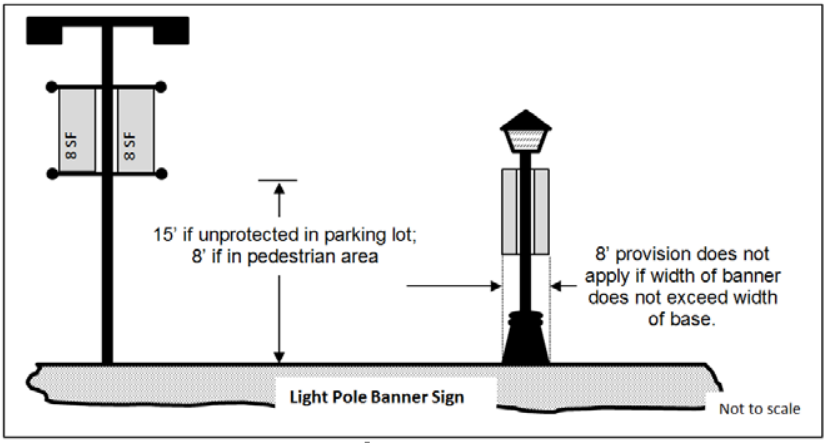
d. When the light pole onto which a light pole banner sign is placed is located within the paved portion of a parking lot, and the light pole base is unprotected from vehicular traffic, the bottom of the light pole banner sign shall be a minimum of 15 feet above the parking surface over which the banner is placed. If the base of the light pole is protected from vehicular traffic, this provision shall not apply.

e. When the light pole is located within a pedestrian area, the bottom of the light pole banner sign shall be a minimum of eight feet above the surface over which the light pole banner sign is placed, unless the light pole banner sign is sufficiently narrow so as to not extend beyond the base of the light pole.

f. Any horizontal supporting members shall either be removed when not in use or shall be of a hinged design and folded into a vertical position when not in use.

g. Light pole banner signs shall not be illuminated in any manner except as incidental to the lighting fixture supported by the light pole.

h. Light pole banner signs shall be equipped with ventilation flaps.



8. *Teardrop banner signs.*

a. Not more than two teardrop banner signs are permitted in conjunction with a lawful temporary event subject to the specific requirements as outlined herein except that in no case shall a teardrop banner sign be allowed on a vacant property.
b. Teardrop banner signs may only be erected on the property on which the lawful temporary event is occurring. In no case shall a teardrop banner sign be located within a public or private right-of-way.
c. No teardrop banner sign shall be located within 15 feet of a pedestrian path, sidewalk, or trail, whether public or private.
d. No teardrop banner sign shall be located within 15 feet of any vehicular parking surface or driveway.
e. No teardrop banner sign shall be located within 50 feet of any public or private right-of-way.
f. The maximum height of the sign structure as measured from the nearest adjacent grade shall not exceed 12 feet with the flag portion of the sign not exceeding 16 square feet.
g. The teardrop banner sign shall be supported by a pedestal, which may be weighted or ballasted to prevent being overturned, but in no case shall the supporting sign structure be inserted into the ground.

9. *Sign walkers.* Sign walkers are permitted to operate within the city subject to the following restrictions:

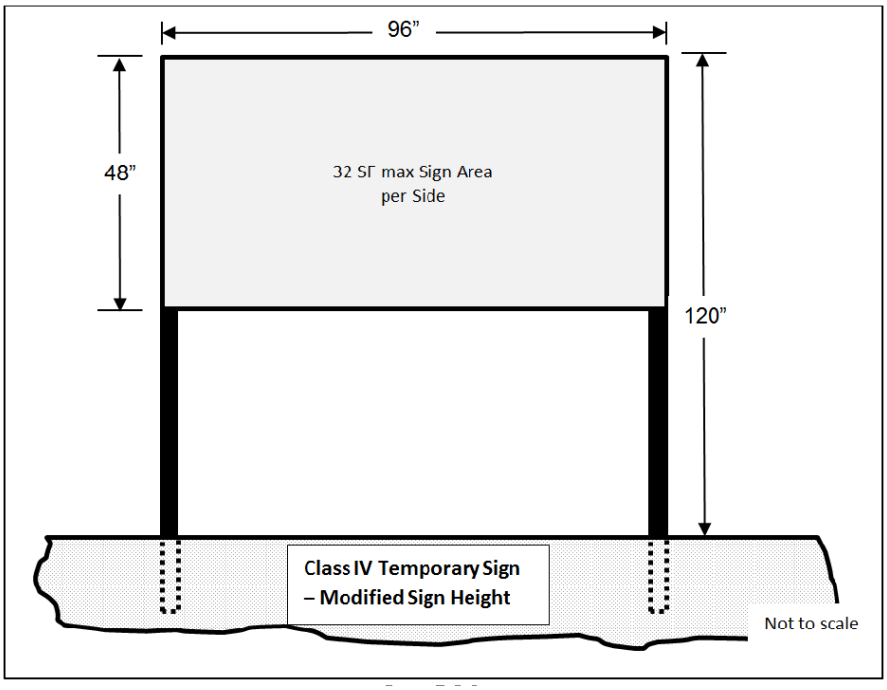
a. Sign walkers may only operate during daylight hours.
b. Sign walkers may only operate on a sidewalk intended for pedestrian travel, but shall at no time block the free and unobstructed movement of pedestrians or vehicles.
c. Sign walkers may carry a maximum of two single-sided signs not exceeding three square feet of sign copy each or one double-sided sign not exceeding 12 square feet of aggregate sign copy; however, in no case shall a sign walker carry any form of electronic messaging.
d. Sign walkers shall not display a sign in any manner other than by personally holding or wearing said sign.

10. *Model home complex signs.* In addition to other signs that are permitted in association with a single-family residence, a model home complex may employ the following:

a. One class III temporary sign meeting the requirements of subsection 9(a)(4) herein for each lot located within the

boundaries of an approved model home complex. Such signs shall not be illuminated except by ambient lighting.

b. One class IV temporary sign meeting the requirements of subsection 9(a)(5) herein may be located within the boundaries of the approved model home complex; however, if the model home complex is located adjacent to a collector or arterial street, the overall height of the class IV temporary sign allowed under this paragraph may be increased to 120 inches, provided the sign is designed to withstand windloads as required by the building codes in effect at the time the sign is erected. A class IV temporary sign permitted under this paragraph may be externally illuminated as outlined in section 10.



c. One flagpole not exceeding a height of 45 feet may be erected within the boundaries of the model home complex provided said flagpole is located within the building envelope or within the required front yard of the lot in which it is placed, but not located within any required side or required rear yard. A maximum of two flags may be displayed from said flagpole. The flag and flagpole permitted under this paragraph may be externally illuminated in accordance with **Chapter 107-Article 3** of the Surprise Municipal Code.

d. Two flagpoles not exceeding a height of 20 feet may be erected for each lot located within the boundaries of the approved model

home complex. A maximum of one flag may be displayed from each flagpole. Flagpoles permitted under this section may be erected along the perimeter of the model home complex. Flagpoles permitted under this paragraph shall not be illuminated except by ambient lighting.

e. Four additional teardrop banner signs meeting the requirements of subsection 9(a)(8) herein for each lot located within the boundaries of an approved model home complex. Except that subsections 9(a)(8)c., 9(a)(8)d. and 9(a)(8)e. shall not apply. Teardrop banner signs permitted under this section shall not be illuminated except by ambient lighting.

f. One banner sign not exceeding three feet in height and five feet in length may be attached to the trap fence. Said banner sign shall be equipped with ventilation flaps. Banner signs permitted under this paragraph shall not be illuminated except by ambient lighting.

g. One awning sign or canopy sign provided the awning or canopy is limited to the customer entrance to the sales office associated with the approved model home complex. Awning signs or canopy signs permitted under this paragraph shall not be illuminated except by ambient lighting.

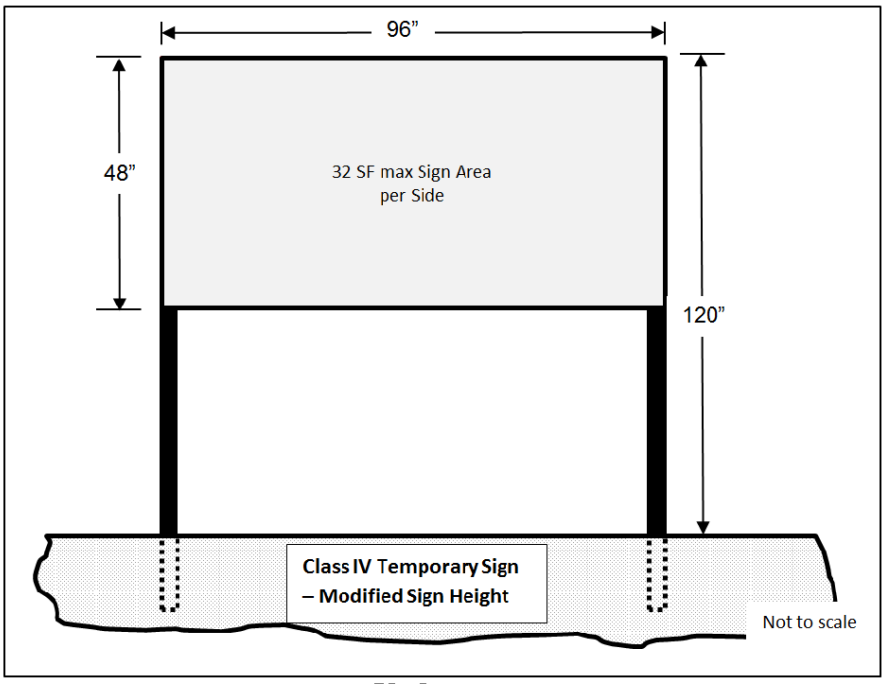
h. One building wall sign not exceeding four square feet may be affixed to the front elevation of the model home sales office facing the street from which the model home complex takes access. Said sign may be externally illuminated or back-lit in accordance with section 10.

i. Information regarding model home signs shall be included with the model home complex application packet to be reviewed and approved with the model home complex. In circumstances where model home complexes in existence as of the effective date of this chapter are to be retrofitted for purposes of implementing signage permitted under this section, an amendment to the approved model home complex is required.

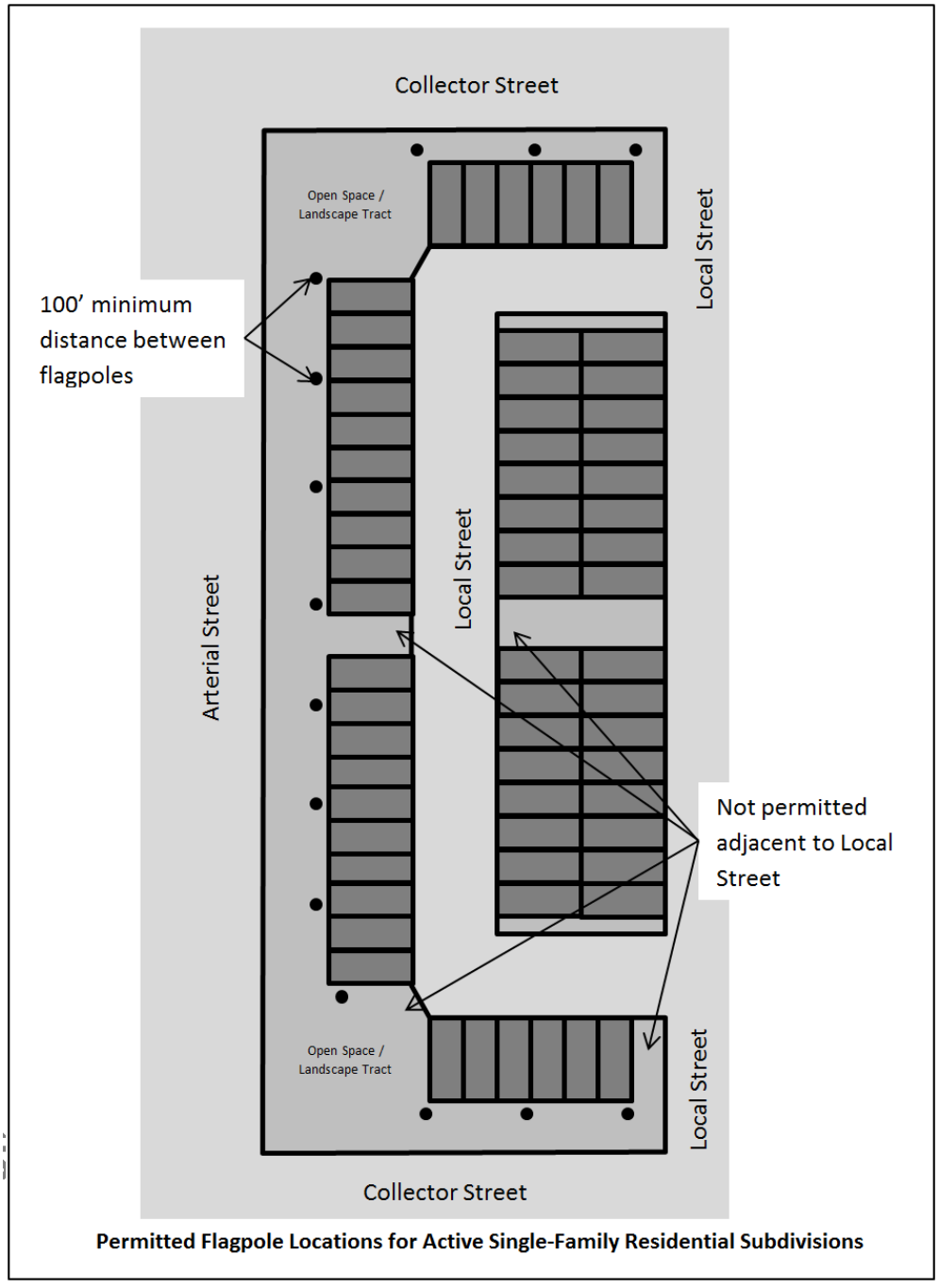
j. All model home signs permitted under this section shall be removed upon the conversion of the model homes to a residential use in accordance with subsection 106-10.29 of the Surprise Municipal Code.

11. *Active single-family residential subdivision signs.* In addition to other signs that may be permitted in association with a model home complex, the following signs are permitted within the boundaries of an active single-family residential subdivision:

a. One class IV temporary sign meeting the requirements of subsection 9(a)(5) herein may be located within the boundaries of an active single-family residential subdivision, provided such sign is located adjacent to a collector street or arterial street. The overall height of the class IV temporary sign allowed under this paragraph may be increased to 120 inches, provided the sign is designed to withstand windloads as required by the building codes in effect at the time the sign is erected. A class IV temporary sign permitted under this paragraph may be externally illuminated as outlined in section 10.



b. Where an active single-family residential subdivision includes an open space tract or landscape tract located adjacent to a collector street or arterial street, a series of flagpoles not exceeding 20 feet in height may be erected within said tract provided said flagpoles are spaced no closer than 100 feet apart; however, flagpoles permitted under this paragraph may not be located adjacent to any local street regardless of the location of the tract relative to the local street. Further, flagpoles permitted under this paragraph may not be illuminated except by ambient lighting.



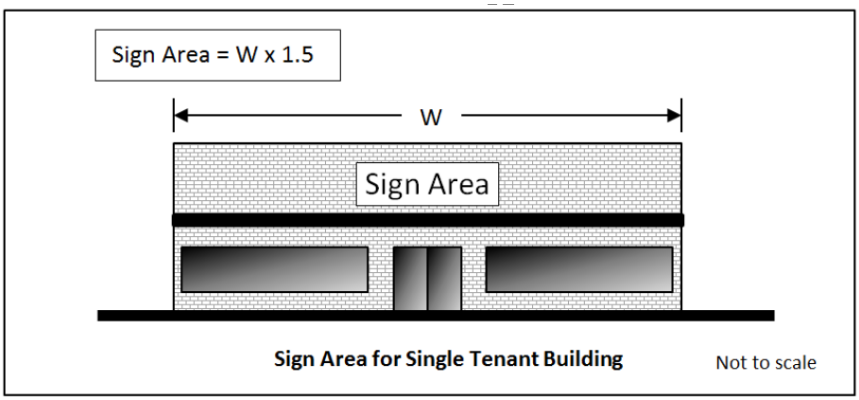
Permitted Flagpole Locations for Active Single-Family Residential Subdivisions

c. All active single-family residential subdivision signs shall be removed upon the close of escrow of the last lot in the subdivision or upon cessation of use, whichever comes first.

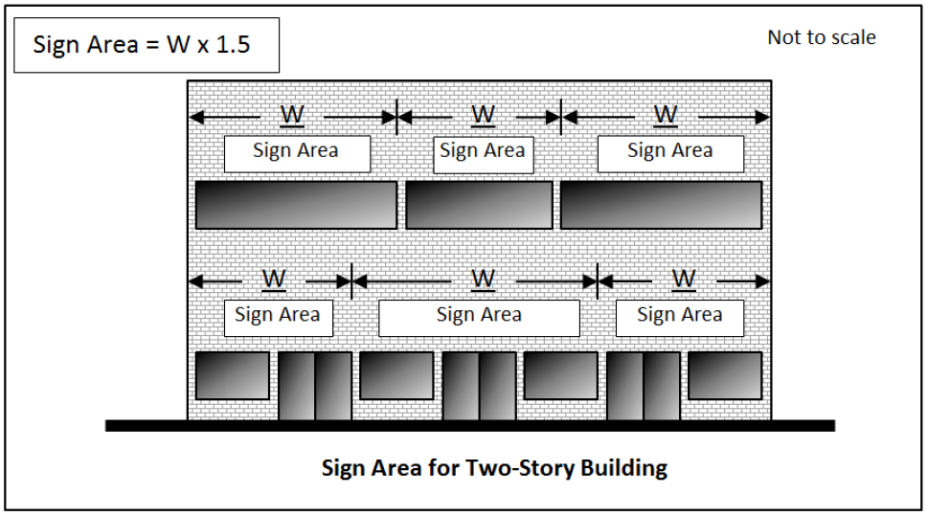
B. *Building-mounted signs.* Building-mounted signs may only be placed on building elevations which face a street or primary parking lot. For purposes of this section, parking areas adjacent to service bays, access drives located behind a building, or alley ways are not considered primary parking areas.

1. *Building wall signs.* In other than residential zoning, building wall signs are permitted on any building elevation of any primary use building, subject to the following:

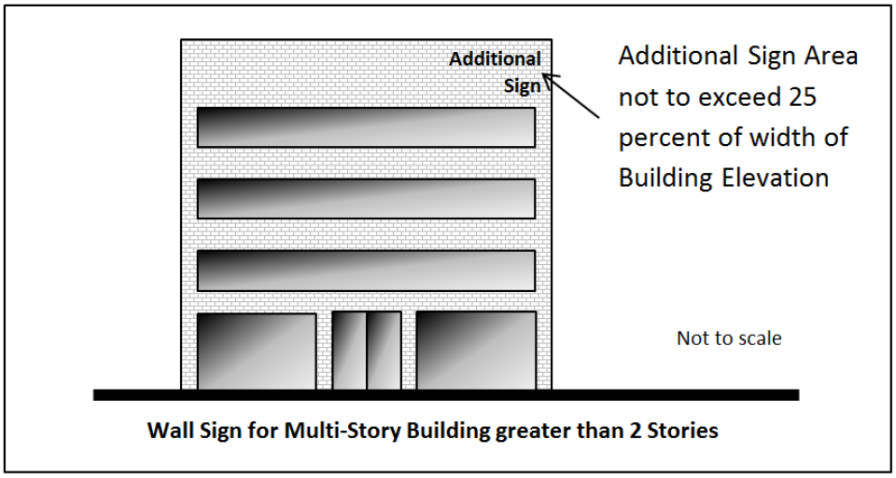
   a. For single story, single-tenant buildings, any number of building wall signs may be affixed to any building elevation, provided the aggregate sign area does not exceed one and one-half square foot per one linear foot of building elevation on which the sign is mounted.



   b. For two-story office buildings or two-story mixed-use buildings, each tenant who possesses leased tenant frontage on the exterior wall of the building may affix any combination of building wall signs provided the aggregate sign area does not exceed one and one-half square foot per one linear foot of that tenant's leased frontage. In the event a tenant does not possess leased tenant frontage located along the exterior of the building, this provision does not apply.



c. For multi-story buildings greater than two stories one building wall sign, the area of which not exceeding 25 percent of the width of the elevation may be affixed to each building elevation at a location that is nearest the top of the building provided said sign does not extend above the parapet, or in the case of an exposed pitch roof, the drip line of the roof. In no case shall such signs be affixed to an elevator shaft or equipment screening.

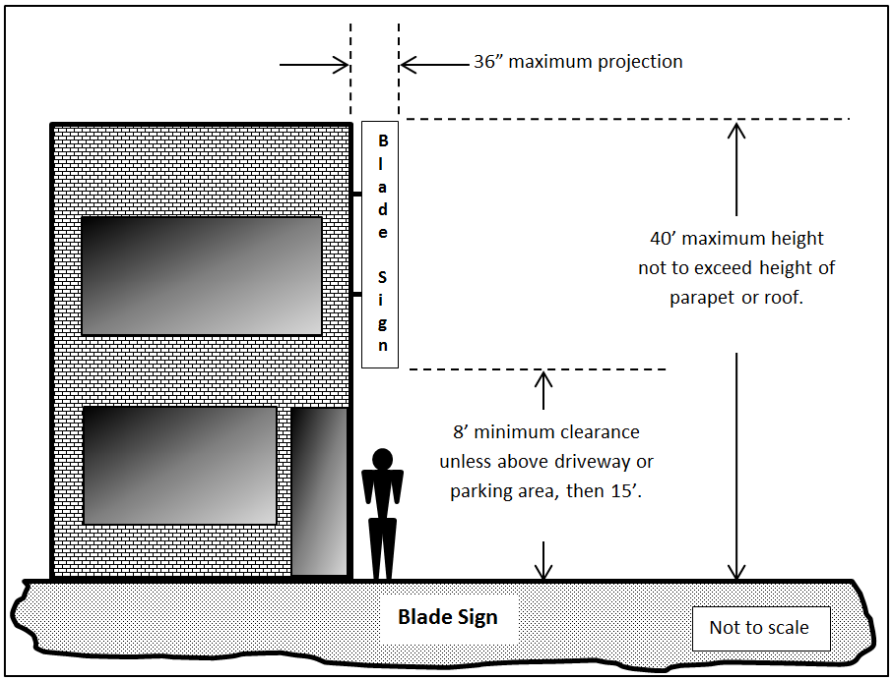


d. The sign area of any building wall sign serving an arterial street may be increased by 25 percent when the building is setback at least 600 feet from the public right-of-way and may be further increased an additional 25 percent for each additional 200 feet of setback, up to a maximum of 100 percent, provided the increase in sign area does not cause the sign to be in violation with the other provisions of this section.

e. The maximum width of a building wall sign shall not exceed 80 percent of the leased tenant frontage for a multi-tenant building, or building elevation for a single-tenant building.
f. Building wall signs shall be installed in a manner that does not obscure architectural features such as, but not limited to, pilasters, arches, windows, cornices, pop-outs, decorative trims, moldings, and frieze.
g. Building wall signs may be internally illuminated, externally illuminated, or back-lit, but may not include electronic messaging (EMCs). Further, illumination shall be in accordance with the requirements set forth in section 10.

2. *Blade signs.*

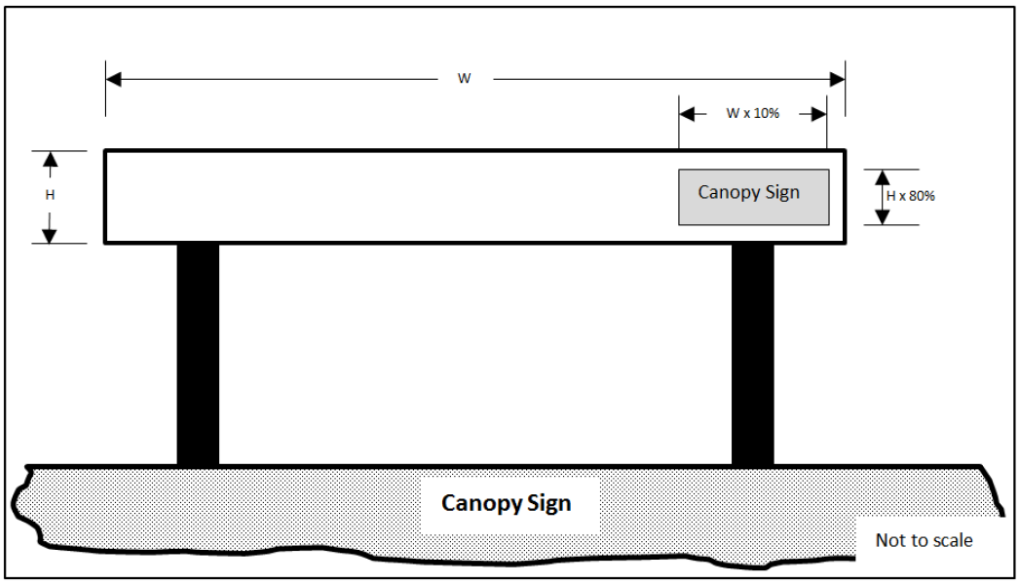
a. One blade sign is permitted per primary use multi-story building located in multi-family, commercial, mixed-use or industrial zoning subject to the specific requirements outlined below.
b. When a blade sign extends over a pedestrian area a distance of six inches or more, the bottom of the sign shall not be any closer than eight feet above the walking surface over which the sign is placed. When a blade sign extends any distance over a parking lot or vehicular area, the bottom of the sign shall not be any closer than 15 feet above the paving surface over which the sign is placed.
c. The blade sign shall be mounted such that the top of the sign is not higher than 40 feet above the ground, sidewalk, or pavement surface above which the sign is mounted, except that in no case shall the blade sign extend above the roof of the building onto which the sign is mounted, or if mounted adjacent to a parapet, the sign shall not extend above the parapet.
d. The blade sign shall not project more than 36 inches from the wall onto which the blade sign is mounted.
e. The blade sign shall not be externally illuminated in any manner except by ambient lighting as may be present on the property; however, blade signs may be internally illuminated in accordance with the requirements set forth in section 10.



3. *Canopy signs.*

a. Canopy signs shall not exceed 80 percent of the height of the face of the canopy onto which the canopy sign is mounted.

b. Canopy signs shall not exceed ten percent of the width of the face of the canopy onto which the canopy sign is mounted.



c. Canopy signs may be internally illuminated or back-lit in accordance with the requirements set forth in section 9. Level 1

electronic messaging is permitted on a canopy sign, subject to the provisions outlined in section 11.

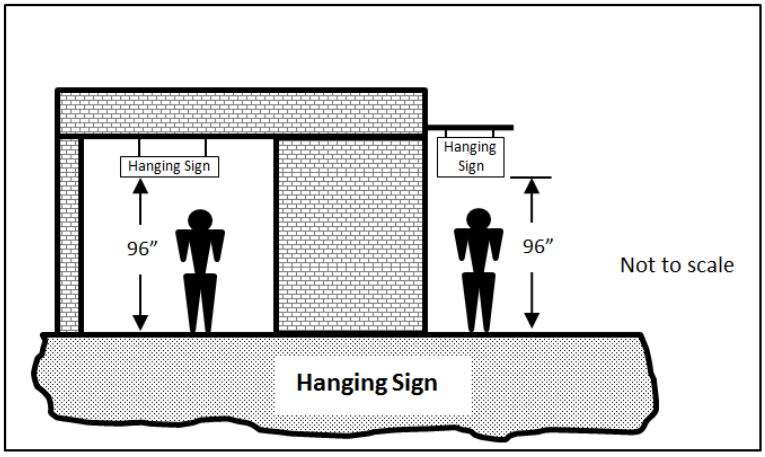
4. *Marquee signs.*

   a. The marquee sign shall be affixed to the face plane of the marquee and shall not extend above the uppermost or lowermost limits of the marquee.
   b. The marquee sign shall not exceed 80 percent of the width of the face of the marquee onto which the sign is mounted.
   c. Marquee signs may be internally illuminated or back-lit in accordance with the requirements set forth in section 9. Level 1 electronic messaging is permitted subject to the provisions outlined in section 11.

5. *Awning signs.* In mixed-use, commercial and industrial zoning districts, awnings may be integrated with sign copy, but shall not contribute towards the overall building wall sign area of a particular building.

6. *Hanging signs.* In mixed-use, commercial and industrial zoning districts, hanging signs are permitted subject to the following time, place, and manner restrictions:

   a. Not more than one hanging sign is permitted per customer entrance and shall be mounted above the customer entrance or as close as reasonably practicable.
   b. The maximum sign area of the hanging sign shall not exceed six square feet.
   c. Where a hanging sign is erected above a pedestrian pathway, the bottom of the sign shall be not less than 96 inches from the walkable surface above which the hanging sign is placed.
   d. The hanging sign shall not be externally illuminated in any manner except by ambient lighting present on the property; however, such signs may be internally illuminated in accordance with the requirements set forth in section 10.



7. *Window signs and sunscreens.*

   a. Window signs are allowed provided the combined sign area for all window signs affixed to a particular window does not exceed 40 percent of the individual window pane. Etched or stained glass, when integral to the window, shall not be included in the sign area calculation.
   b. Sunscreen material may cover 100 percent of the window pane, provided not more than 40 percent of the window pane is covered by any mural or other graphics.
   c. Window signs shall not contribute towards the aggregate building wall sign area of a building.

C *Freestanding ground signs.*

1. *Class I monument signs (menu signs) and class II monument signs (preview signs) for drive-through businesses.* Drive-through businesses may utilize one class I monument sign and one class II monument sign per drive-through lane subject to the following:

   a. The bottom of the sign copy of a class I monument sign or class II monument sign shall not be less than two feet above the adjacent drive-through lane's paved surface.
   b. The overall height of the sign structure of a class I monument sign or class II monument sign shall not be more than eight feet above the adjacent drive-through lane's paved surface.
   c. The sign area for an individual class I monument sign or class II monument sign shall not exceed 50 square feet.
   d. A class I monument sign shall not be audible from any residential zoning district or residential use, hotel or motel room, or patient room of an overnight medical facility.

e. No class I monument sign or class II monument sign may be located within 100 feet of a residential zoning district or use.
f. Class I monument signs and class II monument signs may be internally illuminated in accordance with the requirements set forth in section 10.
g. Level 2 electronic messaging is permitted, subject to the provisions outlined in section 11.

2. *Class III monument signs (directional signs).* Class III monument signs are permitted along the street frontage in conjunction with a driveway serving any multi-family residential, commercial or industrial development, subject to the following:

a. The class III monument sign shall not exceed 30 inches in height as measured from the adjacent pavement surface of the roadway served by the sign;
b. The sign area of a class III monument sign shall not exceed six square feet;
c. The class III monument sign may be internally illuminated, back-lit, or externally illuminated as outlined in section 10 provided the source of external illumination is not visible.

3. *Class IV monument signs (directory signs).* Class IV monument signs are permitted within the interior of any multi-family residential, commercial or industrial development, subject to the following:

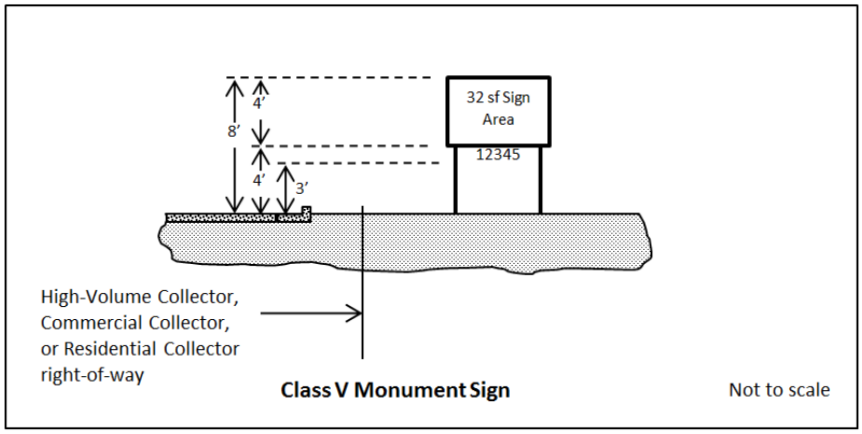
a. The class IV monument sign shall not exceed six feet in height as measured from the adjacent pavement surface of the roadway or sidewalk served by the sign;
b. The sign area of a class IV monument sign shall not exceed 12 square feet;
c. The class IV monument sign may be internally illuminated, back-lit, or externally illuminated in accordance with the requirements set forth in section 10 provided the source of external illumination is not visible.

4. *Class V monument signs (minor monument signs)*.

a. Class V monument signs are permitted in conjunction with non-residential uses in a residential zone, not including cottage industries or home occupations; or in multi-family uses in multi-family zoning; or in non-residential uses in a non-residential zone.
b. One class V monument sign meeting the requirements outlined below is permitted for every 150 feet of collector or arterial street

frontage or portion thereof, regardless of the presence or location of driveway, provided sight distance requirements are met. The minimum spacing between individual class V monument signs, or between a class V monument sign and a class VI monument signs, located on the same property shall be not less than 150 feet measured radially.

c. When allowed, the height of the class V monument sign shall not exceed eight feet as measured from the edge of pavement of the street being served by the sign, nor shall the maximum sign area exceed 32 square feet. The bottom edge of the sign copy shall be no lower than four feet above the adjacent edge of pavement of the street being served by the sign. The height of the sign structure may extend an additional two feet above the face if the sign provided said extension is limited to non-illuminated architectural embellishments and contains no sign copy.



d. The base of a class V monument sign shall be fitted with the address of the property or properties in a manner that is consistent with section 13.

e. A class V monument sign shall be located within a landscape area not less than 80 square feet.

f. Class V monument signs shall be setback not less than two feet from the right-of-way line except that in the event a public utility easement is present, in which case the sign shall be setback not less than two feet from the easement.

g. Class V monument signs may be internally illuminated, back-lit or externally illuminated in accordance with the requirements set forth in section 10.

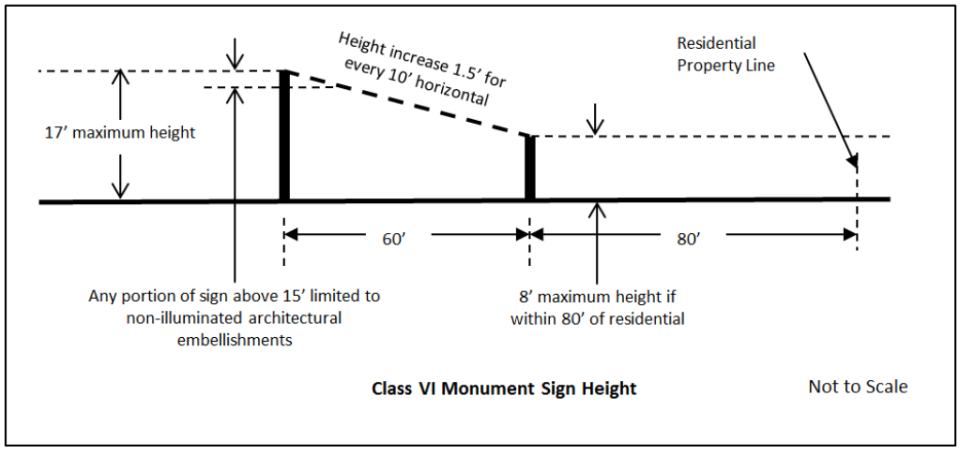
h. Level 1 electronic messaging and level 2 electronic messaging are permitted on a monument sign, subject to the provisions outlined in section 11.

5. *Class VI monument signs (major monument signs).*

a. Class VI monument signs are permitted in conjunction with non-residential uses in a non-residential zone or that portion of a planned area development where the land use plan of the PAD specifically calls out non-residential uses.

b. Class VI monument signs shall only be located adjacent to a parkway, major arterial street, minor arterial street, or along grand avenue. When allowed, one class VI monument sign meeting the requirements outlined below is permitted for every 150 feet of said roadway or portion thereof, regardless of the presence or location of driveway, provided sight distance requirements are met. The minimum spacing between individual class VI monument signs located on the same property shall be not less than 150 feet measured radially. The minimum spacing between class V monument signs and class VI monument signs located on the same property shall not be less than 150 feet measured radially. Properties with less than 150 feet of parkway, major arterial street, minor arterial street, or grand avenue frontage shall not be permitted any class VI monument sign.

c. No class VI monument sign may be located within 80 feet of a property having single-family residential zoning. The height of a class VI monument sign located 80 feet or more from a property having single-family zoning shall not exceed eight feet at 80 feet distant; however, the height of a class VI monument sign may increase one and one-half foot for every additional ten feet of horizontal distance the sign is located away from a property having single-family residential zoning up to a maximum height of 17 feet, provided however that any height in excess of 15 feet shall be limited to architectural embellishments.



d. The sign area of a class VI monument sign shall be limited to 36 square feet, but may increase 12 square feet for every one foot increase in the overall height of the sign up to a maximum sign area of 120 square feet.

e. The base of a class VI monument sign shall be fitted with the address of the property or properties in a manner that is consistent with section 13.

f. A class VI monument sign shall be located within a landscape area not less than the maximum sign area allowed for that sign.

g. Class VI monument signs shall be setback not less than two feet from the right-of-way line. Further, in the event a public utility easement is present, the sign shall be setback not less than two feet from the easement, unless the property owner signs a waiver acknowledging the prior rights of the utility companies to occupy said easement.

h. Class VI monument signs may be internally illuminated, back-lit or externally illuminated in accordance with the requirements set forth in section 10.

i. Level 1 electronic messaging and level 2 electronic messaging are permitted on a class VI monument sign, subject to the provisions outlined in section 11.

6. *Roadway arch signs.* Roadway arch signs may be erected within any commercial or industrial development subject to the following:

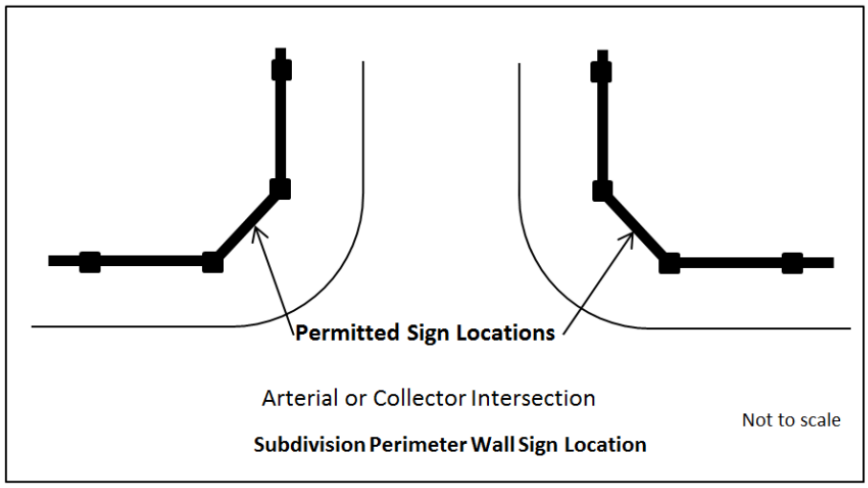
a. Roadway arch signs shall maintain a vehicular clearance of not less than 18 feet;

b. Roadway arch signs shall not interfere with pedestrian or vehicular movement;

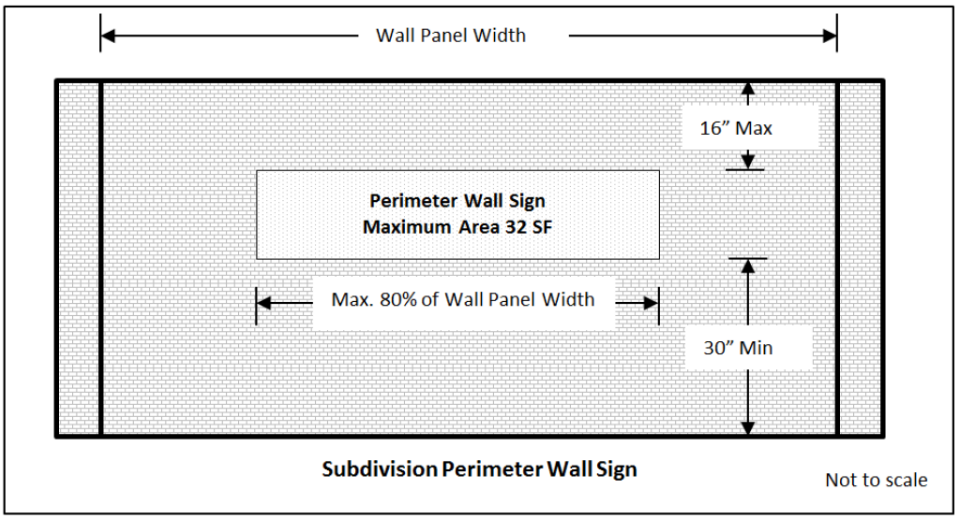
c. Roadway arch signs may be internally illuminated, or back-lit in accordance with the requirements set forth in section 10 except that if the roadway arch sign is located within 100 feet of any residential zoning district or use, the roadway arch sign shall not be illuminated.

7. *Subdivision perimeter wall signs.*

a. Where a subdivision perimeter wall is located adjacent to a street corner that intersects a collector or arterial street, one subdivision perimeter wall sign may be affixed to the wall panel of the subdivision perimeter wall most closely oriented to the intersection, subject to the specific requirements outlined below.



b. The maximum sign area shall not exceed 32 square feet.
c. The width of the sign shall not exceed 80 percent of the width of the perimeter wall panel into which the sign is mounted.
d. The bottom of the sign shall be no lower than 30 inches from the adjacent grade.
e. The top of the sign shall be no higher than 16 inches from the top of the wall panel onto which the sign is mounted.
f. The sign may be back-lit or externally illuminated provided the source of illumination is not visible from the street or from the adjacent residential property and is otherwise in accordance with the requirements set forth in section 10.



8. *Freeway monument signs.* Freeway monument signs may be permitted as outlined in this section:

   a. *State Route 303 Corridor.* Freeway monument signs may be located within the following portions of the State Route 303 Corridor, subject to prior approval of a conditional use permit to be processed as a Type 3 application in accordance with Chapter 102 of this Ordinance:

      (1) *State Route 303 and U.S. 60.* An area of land generally located at the intersection of State Route 303 and U.S. 60, being situated in the south half of Section 18 and the north half of Section 19, Township 4 North, Range 2 West and the south half of Section 36, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

      BEGINNING at a point located at longitude 112°24'13" west by latitude 33°40'49" north, thence southwesterly along a line bearing N43°00'58"E a distance of 1,320 feet to the beginning of a non-tangent curve the center of which is said longitude and latitude; thence clockwise along the arc of said curve a distance of approximately 2,070 feet, thence departing said arc southeasterly along a line bearing N46°13'20"W a distance of 1,320 feet to the POINT OF BEGINNING.

(2) *State Route 303 and Bell Road.* An area of land generally located at the intersection of State Route 303 and Bell Road, being situated in the north half of Section 1, Township 3 North, Range 2 West and the south half of Section 36, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the north quarter corner of said Section 1, thence easterly along the north line of the northeast quarter of said Section 01 a distance of 850 feet to the beginning of a non-tangent curve the center of which is said north quarter corner; thence clockwise along the arc of said curve a distance of approximately 4,000 feet to a point on the east line of the southwest quarter of said Section 36, thence departing said curve, southerly along said east line a distance of 850 feet to the POINT OF BEGINNING

(3) *State Route 303 and Greenway Road.* An area of land generally located at the intersection of State Route 303 and Greenway Road, being situated in the southeast quarter of Section 1, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the south quarter corner of said Section 01, thence northerly along the west line of said southeast quarter a distance of 450 feet to the beginning of a non-tangent curve the center of which is said south quarter corner; thence clockwise along the arc of said curve a distance of approximately 700 feet to a point on the south line of said southeast quarter; thence departing said curve, westerly along said south line a distance of 450 feet to the POINT OF BEGINNING

(4) *State Route 303 and Cactus Road.* An area of land generally located at the intersection of State Route 303 and Cactus Road, being situated in the northeast quarter of Section 24, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

BEGINNING at the north quarter corner of said Section 24; thence easterly along the north line of said northeast quarter a distance of 850 feet to the beginning of a non-tangent curve the center of which is said north quarter corner; thence clockwise along the arc of said curve approximately 1,340 feet to a point on the west line of said northeast quarter; thence departing said curve, northerly along said west line a distance of 850 feet to the POINT OF BEGINNING

(5) All freeway monument signs located within the aforementioned locations are subject to the provisions in subsections 9(c)(9)b.—e.

b. *Additional locational requirements.* The following additional locational requirements apply for all freeway monument signs regardless of where in the corridor it is located:

(1) Freeway monument signs may only be approved on lands zoned for commercial or industrial uses.
(2) No freeway monument sign shall be located within 300 feet of a property zoned for residential uses, or any open space tract that is associated with a residential development.
(3) Freeway monument signs shall not be located closer than 20 feet from the adjacent right-of-way.
(4) Spacing between freeway monument signs shall be not less than 750 feet, unless separated by a freeway or arterial right-of-way.
(5) Freeway monument signs shall not be allowed within a natural or manmade watercourse.

c. *Dimensional requirements.* The following dimensional requirements apply for all freeway monument signs regardless of the corridor in which it is located:

(1) The overall height of a freeway monument sign shall not exceed 65 feet as measured from the finished grade of the site where the freeway monument sign is located to the highest point of the sign structure.
(2) Freeway monument signs shall be allowed an extra three feet in height for architectural embellishments.

(3) The sign area of a freeway monument sign shall not exceed 650 square feet.

d. *Design requirements.* The following design requirements apply for all freeway monument signs regardless of the corridor in which it is located:

(1) Freeway monument signs may incorporate level 2 electronic messaging centers as outlined section 11 herein, except that electronic messaging centers used in freeway monument sign applications may occupy up to 50 percent of the allowable sign area of the sign, exclusive of architectural embellishments as required herein, and provided such electronic messaging centers are turned off between 11:00 p.m. and dawn.

(2) Freeway monument signs shall incorporate architectural features of the commercial development on which the sign is located; however, such embellishments shall not include any sign copy.

(3) Freeway monument signs shall require a landscaped area equal to four square feet of landscaping for each square foot of sign area and shall be located around the base of the sign; freeway monument signs may be illuminated by externally-illuminated indirect or internal lighting.

e. Any conditional use permit approval is hereby conditioned upon the applicant obtaining a valid construction permit for the freeway monument sign approved under said conditional use permit. The applicant shall obtain certificate of completion from the city within six months of approval of the conditional use permit by the City Council. Failure to obtain a certificate of completion within the designated time allotment shall render the conditional use permit null and void; however, the city manager or designee may grant a one-time extension for a period not to exceed six months when in the opinion of the city manager or designee the circumstances warrant such.

9. *Billboard Signs:* Billboard Signs may be permitted as outlined in this Section:

a. *State Route 303 Corridor:* Billboard Signs may be located within that portion of the State Route 303 Corridor between a specific point located at Latitude 33°41'49" N by Longitude 112°21'35" W and extending in a westerly direction along the northern right-of-way line of State Route 303 ~~from the southeast corner of Section 9 of the Gila and Salt River Base and Meridian and extending in a westerly direction~~ a distance of approximately 3,960' ~~along the south line of Section 9 located at Latitude 33°41'49" N by Longitude 112°21'35" W and~~ to the specific point of Latitude 33°41' 47" N by Longitude 112°22' 22" W, subject to prior approval of a Conditional Use Permit in accordance with Chapter 102-6.3 of the Surprise Land Development Ordinance. All billboard signs located within the aforementioned corridor are subject to the provisions in Paragraph 109-1.9.C.9:

(1) Billboard signs located within the State Route 303 corridor as defined above shall serve eastbound and/or westbound traffic but shall only be located north of the freeway right-of-way. Further, where a billboard sign is located within the State Route 303 Corridor, at least one (1) sign face shall consist of an Electronic Messaging Center.

(2) The overall height of a billboard sign within the State Route 303 Corridor shall not exceed forty-five (45) feet as measured from the adjacent roadway to the top of the sign structure, exclusive of architectural embellishments as permitted in this Section.

(3) The overall dimensions of the sign panel associated with a billboard sign within the State Route 303 Corridor shall not exceed forty-eight (48) feet in width and fourteen (14) feet in height for a total sign area not to exceed 672 square feet, exclusive of architectural embellishments as permitted in this Section.

b. *Additional Locational Requirements:* The following additional locational requirements apply for all billboard signs:

(1) Billboard signs may only be approved within a Planned Area Development (PAD), that portion of the PAD in which the approved land use plan specifically calls out commercial, industrial or employment uses and in Commercial or Industrial zoning districts, and only within the specified Corridor.

(2) Billboard signs shall not be located closer than twenty (20) feet from the State Route 303 right-of-way line and not further than 200 feet from said right-of-way line.

(3) No billboard sign shall be approved within 660 feet of any Freeway Monument Sign existing at the time of Conditional Use Permit application for the billboard sign in question.

(4) No billboard sign shall be approved within 1760' of any billboard sign approved or existing at the time of Conditional Use Permit application for the billboard sign in question.

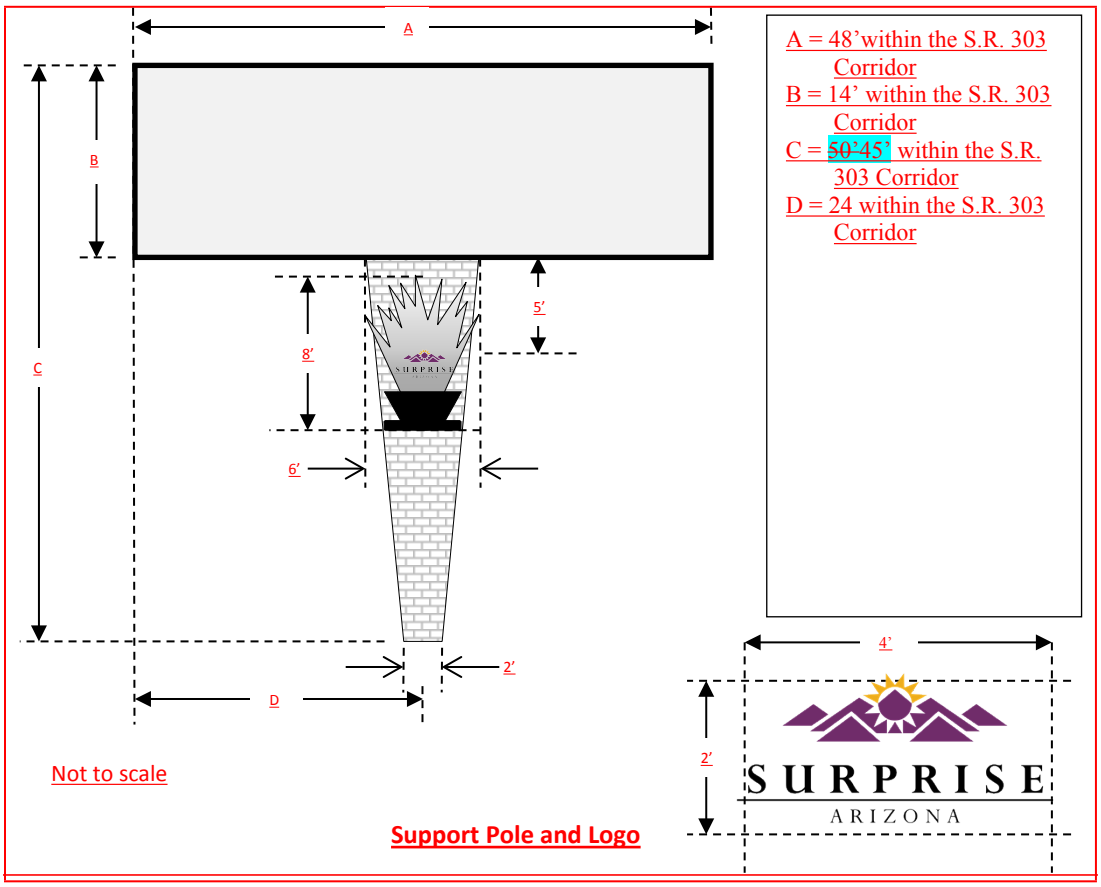
c. *Design Requirements:* The following design requirements apply for all billboard signs:

(1) Billboard Signs may incorporate Level 2 Electronic Messaging Centers as outlined Chapter 109-1.11.6 herein, except that Electronic Messaging Centers used in billboard applications may occupy up to 100% of the allowable sign area of the billboard, exclusive of architectural embellishments as may be permitted or required herein and provided such Electronic Messaging Centers are turned off between 11:00 PM and dawn.

(2) Billboard Signs shall be supported by a single pole or column, which shall be dimensionally centered beneath the sign panel and shall incorporate a pole cover comprised of stone, brick or other architecturally compatible material that conceals the structural component of the pole or column. Unless an alternative design is approved by the Planning and Zoning Commission, the pole cover shall be of

a trapezoidal shape, with a base width equal to one-third (1/3) the width of the top of the pole cover.

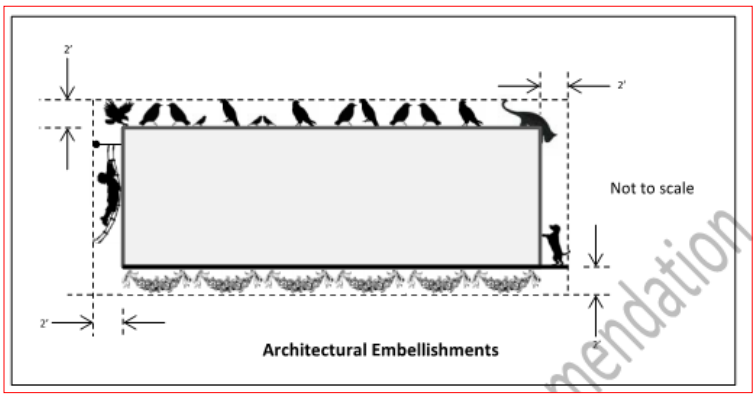
(3) Unless an alternative design is approved by the Planning and Zoning Commission, the supporting pole or column shall also include additional architectural embellishments that incorporate the official Primary City of Surprise Logo superimposed onto a stylized agave image. The logo shall be approximately two (2) feet tall by four (4) feet wide. The stylized agave image shall be eight (8) feet high by six (6) feet wide. The vertical center of the arrangement shall be five (5) feet below the lower edge of the sign panel.



Support Pole and Logo

(4) Artistic or architectural embellishments up to thirty (30) square feet may be attached to the perimeter of the sign panel, provided said embellishments do not extend more than two (2) feet in any direction beyond the face of the

sign and do not otherwise obstruct the architectural embellishments as may be required under Paragraph 109-1.9.C.9.c above.



d. Any Conditional Use Permit approval is hereby conditioned upon the applicant obtaining a valid construction permit for the billboard sign approved under said Conditional Use Permit. The applicant shall obtain Certificate of Completion from the City of Surprise within six (6) months of approval of the Conditional Use Permit by the Planning and Zoning Commission. Failure to obtain a Certificate of Completion within the designated time allotment shall render the Conditional Use Permit null and void; however, the City Manager or designee may grant a one-time extension for a period not to exceed six (6) months when in the opinion of the City Manager or designee the circumstances warrant such.

Exhibit C

Section 109-1.11 Electronic Messaging

109-1.11 Electronic messaging centers (EMCs).

A *Levels of electronic messaging.* For purposes of this chapter, electronic messaging centers (EMCs) are divided into two categories: level 1 electronic messaging and level 2 electronic messaging, as defined in section 6.

B *EMC illumination.* The nighttime illumination of an electronic messaging center shall conform to the criteria set forth in this section.

1. *Illumination measurement criteria.* The illuminance of an electronic messaging center shall be measured with an illuminance meter set to measure foot-candles accurate to at least two decimals. Illuminance shall be measured with the EMC turned off, and again with the EMC displaying a white image for a full color-capable electronic messaging center, or a solid message for a single-color electronic messaging center. All measurements shall be taken perpendicular to the face of the electronic messaging center at the distance determined by the total square footage of the electronic messaging center as set forth in table 109-1b below.

TABLE 109-1b
MEASUREMENT DISTANCE AS A FUNCTION OF SIGN AREA

Area of Sign (sq. ft.)	Measurement Distance (ft.)	Area of Sign (sq. ft.)	Measurement Distance (ft.)
5	22	55	74
10	32	60	77
15	39	65	81
20	45	70	84
25	50	75	87
30	55	80	89
35	59	85	92
40	63	90	95
45	67	95	97
50	71	100	100
For EMCs with an area in square feet other than those specifically listed in this table,			

the measurement distance may be calculated using the following formula:
Measurement Distance = √Area of sign sq. ft. x 100

2. *EMC illumination limits.* The difference between the "off" and "solid-message" measurements using the illumination measurement criteria outlined in subsection 11(b)(1) above shall not exceed 0.3 foot-candles at night.

3. *Dimming capabilities.* All permitted electronic messaging centers shall be equipped with a sensor or other device that automatically determines the ambient illumination and is programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 foot-candle measurement criteria.

4. *EMCs as a portion of sign area.* When allowed, electronic messaging centers may comprise not more than 50 percent of the allowable sign area of a particular sign.

5. *Certification.* Prior to the issuance of a permit relating to an electronic messaging center, the applicant shall provide a written certification from the owner of the sign attesting that said owner has read and understands the provisions of this section, agrees to abide by said section, and agrees to cooperate with City of Surprise staff with regards to any nighttime testing that may be necessary should the 0.3 foot-candle limitation be at question.

6. When Electronic Messaging Centers are utilized in conjunction with a Billboard Sign, the sign area of the Electronic Messaging Center may encompass 100% of the allowable sign area as outlined in Paragraph 109-1.9.C.9.

SURPRISE
ARIZONA

Billboard Signs
FS21-147

City Council

August 17, 2021

Topics of Discussion

- Sign Code Background
- Proposed code language
- Timeline
- Questions or Comments

Background (milestones)

- April 2015 through March 2018: Overhaul of the city's Sign Code
- March 6, 2018: City Council approval of the new Sign Code
- April 5, 2018: New Sign Code goes into effect
- December 2020: Recent approval of the LDO
- May 12, 2021: Outreach meeting
- July 15, 2021: Planning and Zoning Commission

Proposed Text
(Revise Table 109-1a regarding Permitted Signs)

TABLE 109-1a PERMITTED SIGNS
(P = permitted, shaded cell = not permitted, C = conditional use permit)

Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
109-1.9(c)(8)	Freeway Monument Signs						C				
109-1.9(c)(9)	Billboard Signs						C				

Proposed Text
(Revise Section 109-1.7.F.11 regarding Billboard Prohibition)

10. Signs placed in locations that are deemed by the city to present a hazard to public safety, obstruct clear vision in the area, or interferes with the requirements of the Americans with Disabilities Act (42 United States Code sections 12101 through 12213 and 47 United States Code sections 225 and 611);

~~11. Billboard signs.~~

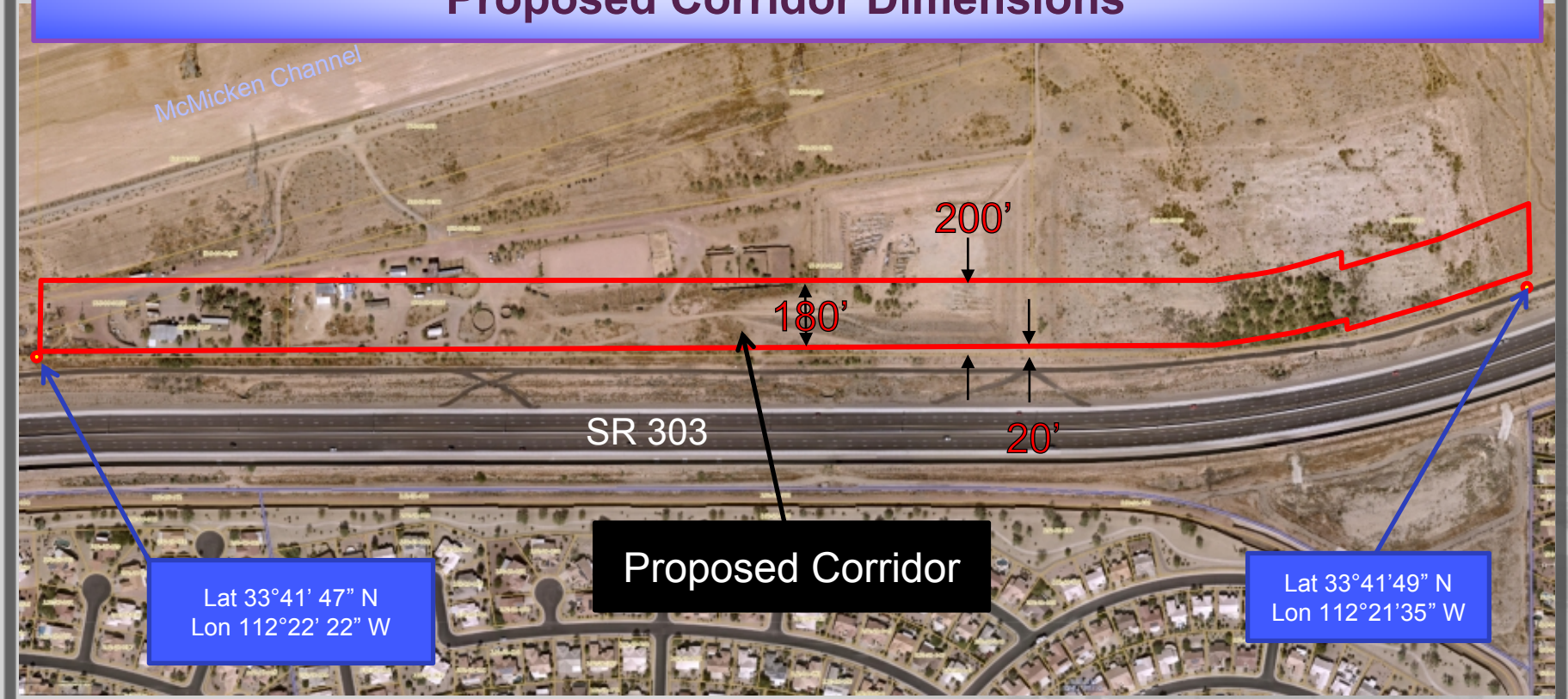
Proposed Text
(New Section 109-1.9.C.9 regarding Billboard Signs)

- 9.a – sets up the corridor
- 9.b – sets up additional locational requirements
- 9.c – sets up design requirements
- 9.d – sets up CUP requirement with P&Z approval authority

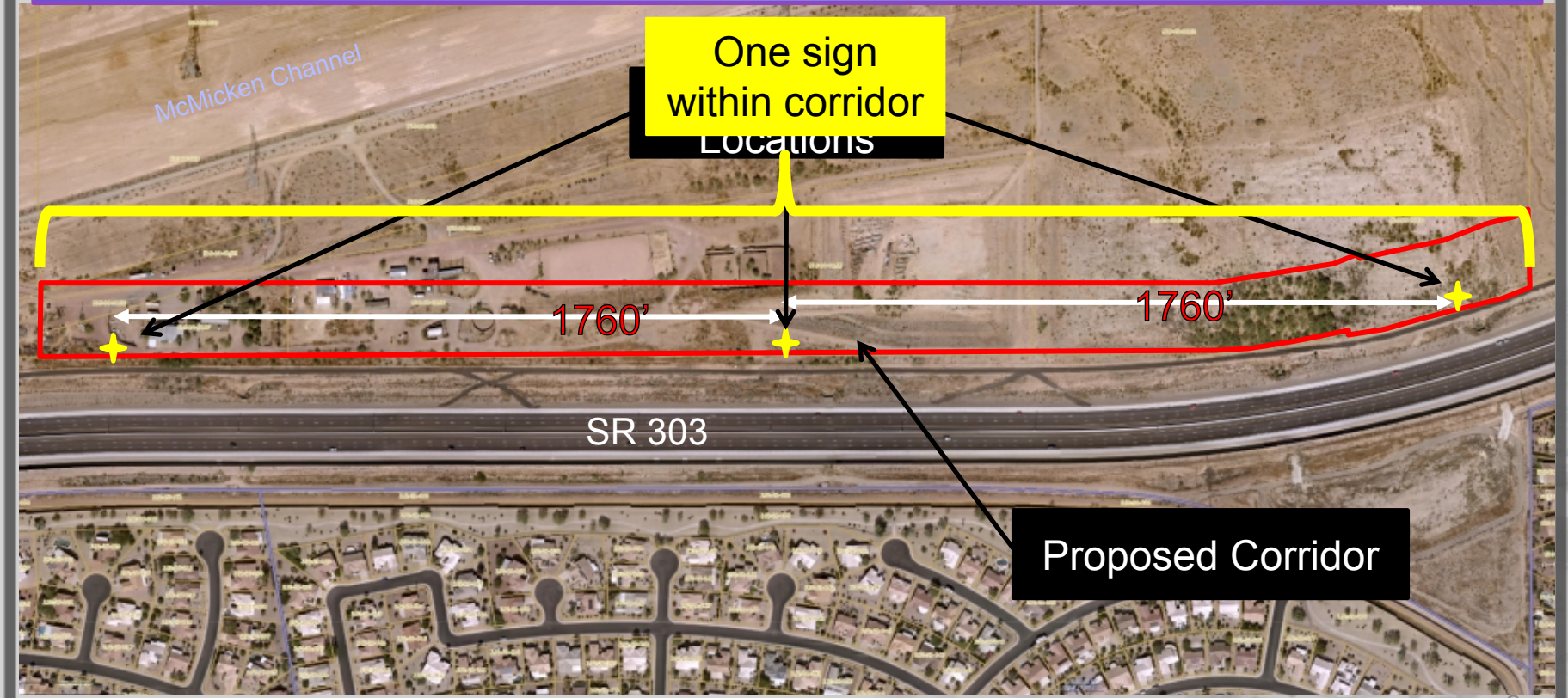


Proposed Corridor Location

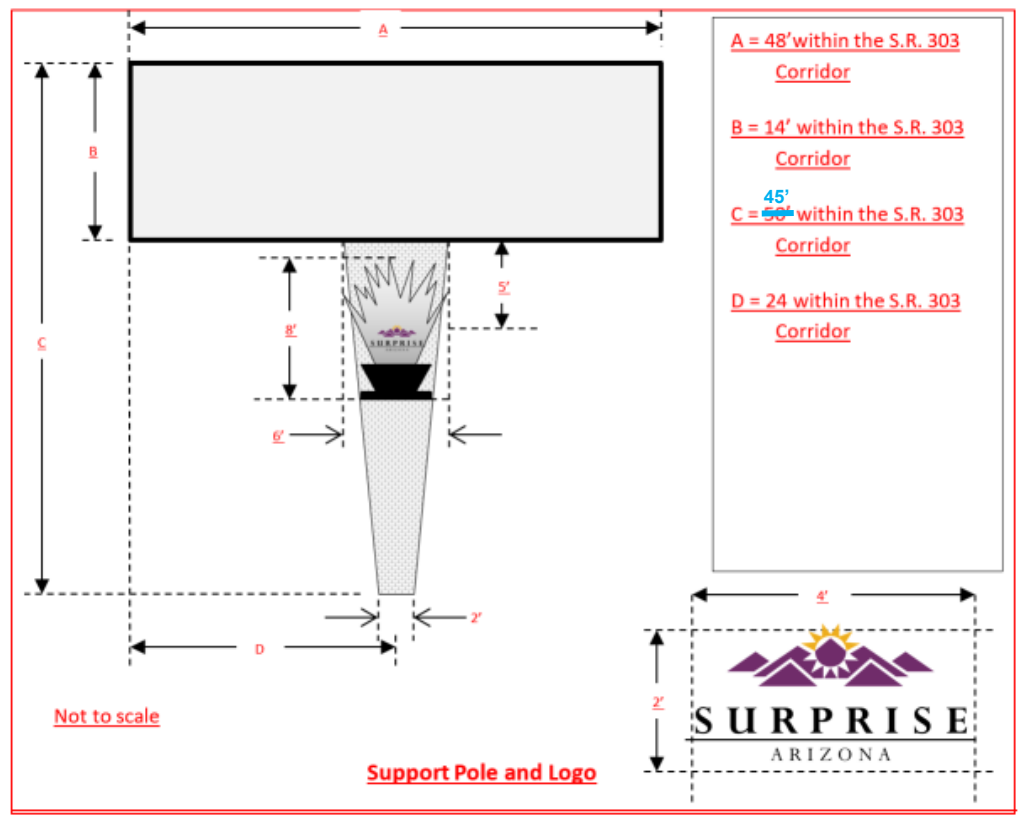
Proposed Corridor Dimensions



Potential Sign Locations

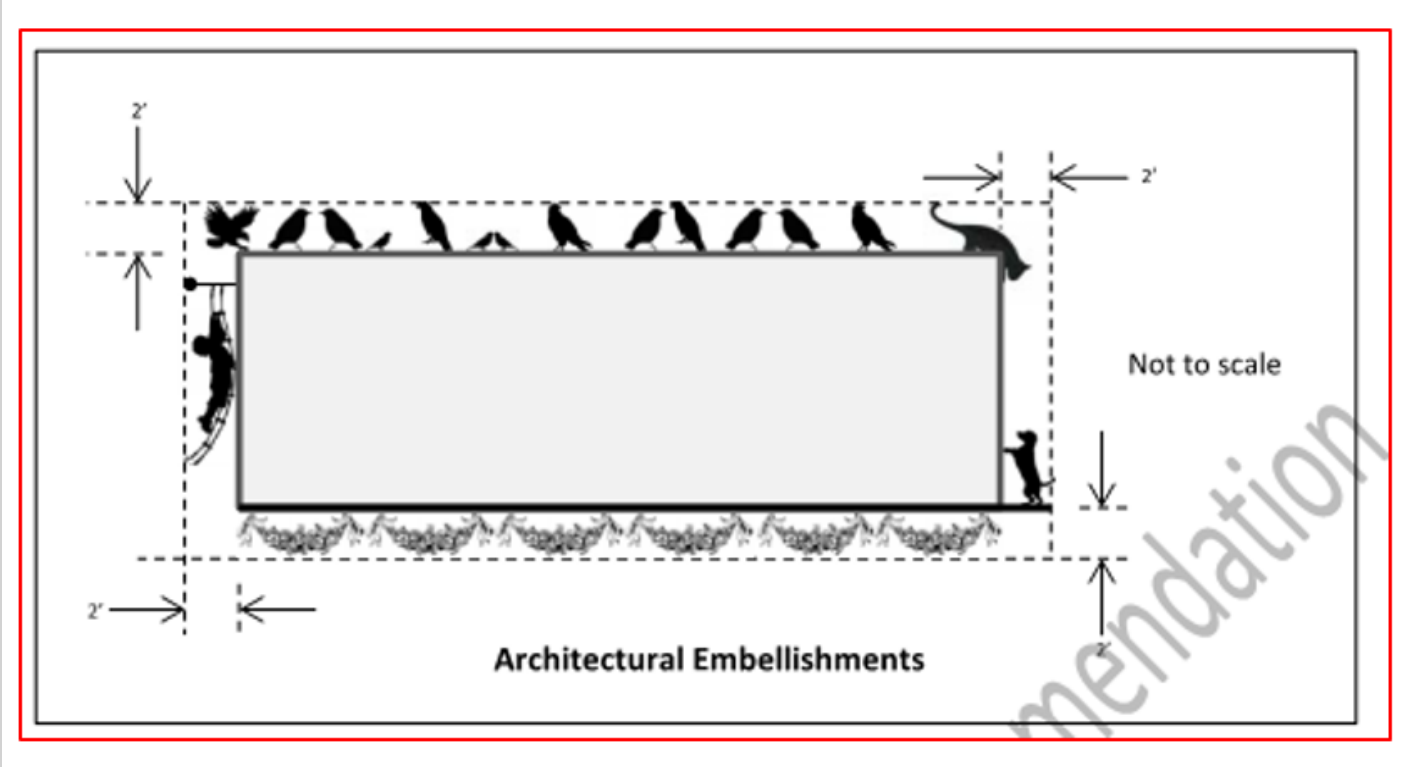


Proposed Text (New Section 109-1.9.C.9 regarding Billboard Signs)



45' max height per P&Z recommendation

Proposed Text (New Section 109-1.9.C.9 regarding Billboard Signs)



Proposed Text
(New Section 109-1.11.B.6 re: Electronic Messaging Centers)

6. When Electronic Messaging Centers are utilized in conjunction with a Billboard Sign, the sign area of the Electronic Messaging Center may encompass 100% of the allowable sign area as outlined in Paragraph 109-1.9.C.9.

Outreach

- May 12, 2021
  - Mixed opinions

Timeline

- Target
  - Effective date of September 16, 2021

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 5
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of a Major Planned Area Development zoning amendment by increasing the maximum allowed outdoor RV storage to twenty-four percent in the Sierra Verde Planned Area Development, a property generally located north of Waddell Road and east of 140th Drive; Ordinance # 2021-12.

Motion:
I move to approve Ordinance #2021-12.

Background:
The subject property is part of the "Sierra Verde" PAD, allows for uses permitted under Title 17 in commercial, business park, and light industrial zoning districts. The applicant requests to increase the maximum allowed outdoor RV storage in a mini-warehouse facility from ten percent to twenty-four percent. On June 17, 2021 the Planning and Zoning Commission passed a motion to recommend approval of the Major Zoning Amendment case FS21-177 to the Mayor and City Council.

Objective Analysis:
This Major Zoning Amendment will allow the applicant to increase the allowable outdoor RV storage area from ten percent to twenty-four percent and expand the existing self-storage facility, generally located north of Waddell Road and east of 140th Drive.

Policy Compliant:
The requested Major Zoning Amendment is consistent with the Sierra Verde 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 staffing levels.

ATTACHMENTS:

1. 00 - FS21-177 - Staff Report - CC
2. 01 - FS21-177 - Vicinity Map - CC
3. 02 - FS21-177 - Zoning Amendment Document - CC
4. 03 - FS21-177 Citizen Participation Report - CC
5. 04 - FS21-177 Affidavit of Posting
6. 05 - Ordinance #2021-12
7. FS21-177 - PowerPoint - CC

ZONING AMENDMENT

REPORT TO THE PLANNING AND ZONING COMMISSION

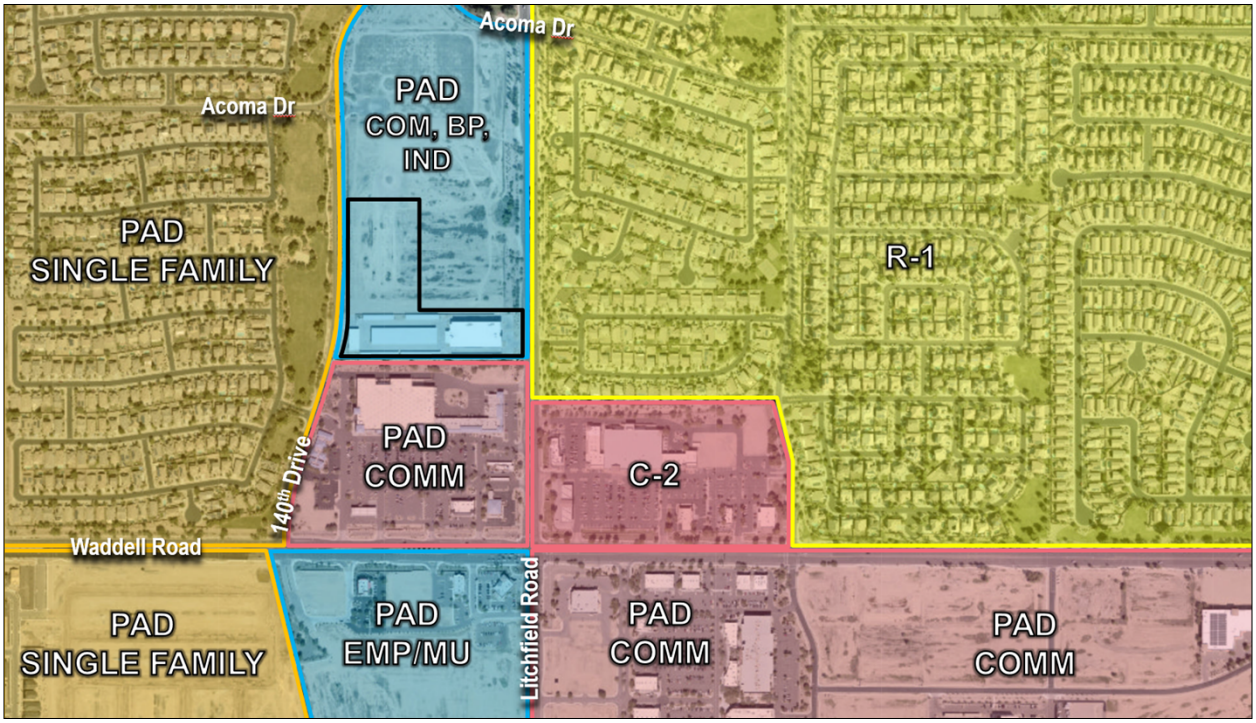
Case:	**FS21-177**
Project Name:	Surprise Self Storage RV Expansion
Council District:	5 – Palm
Meeting Date:	**August 17, 2021**
Planner:	Sergio Angulo

Owner:	GSA Group Surprise 2, LLC
Applicant:	Michelle Bach with EAPC Architects Engineers, Inc.
Request:	Major Zoning Amendment to increase the allowable Outdoor RV Storage area in a Mini-Warehouse Facility.
Site Location:	Generally north of Waddell Road and east of 140th Drive in a portion of Section 9, Township 3 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona.
Site Size:	10.4 acres (approx.)
Density:	N/A
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	The applicant held two (2) neighborhood outreach meetings, the first on April 26, 2021 and the second on May 17, 2021.
Commission Recommendation:	**Approval** of case FS21-177, subject to staff recommended stipulations, 'a' and 'b'.

Project Description:

EAPC Architects Engineers, Inc., on behalf of GSA Group Surprise 2, LLC, requests approval of a Major Zoning Amendment to allow for an increase to the allowable outdoor RV storage area in a mini-warehouse facility from ten percent to twenty-four percent. The subject site is approximately 10.4 acres and is generally located north of Waddell Road and east of 140th Drive in the Sierra Verde Planned Area Development.

Surrounding Land Zoning:



PAD – Single Family	PAD – COM/BP/IND	R-1
PAD – Single Family	**PAD – COM/BP/IND**	R-1
PAD – Single Family	PAD - COMM	C-2

Background:

February 25, 1999: The subject property was annexed into the City of Surprise by the Mayor and City Council.

August 7, 2003: The Mayor and City Council approved the Rezone of the subject property from R1-43 to PAD to allow uses permitted under Title 17 in commercial, business park, and light industrial zones.

April 20, 2017: The Planning and Zoning Commission approved a Conditional Use Permit (case FS16-512) for the existing self-storage facility on a portion of the site.

August 20, 2020: A Concept Review meeting was held for the current proposal under case CR20-484.

March 2, 2021: The applicant filed a request for a Major Zoning Amendment under case FS21-177, the subject case.

June 17, 2021: The Planning and Zoning Commission passed a motion to recommend approval of the Major Zoning Amendment case FS21-177, the subject case.

Neighborhood Outreach:

The applicant held two (2) neighborhood outreach meetings for this project. The first meeting was on April 26, 2021, which was not attended by anyone from the general public. After the meeting, staff noticed that the site had not been posted as required by the Surprise Land Development Ordinance (LDO), therefore it did not meet all advertising requirements.

The applicant held a second neighborhood outreach meeting on May 17, 2021 which was properly advertised per the requirements of the LDO. During this meeting, residents from the vicinity connected to the meeting virtually. One neighbor asked if construction onsite will impact 140th Drive. Two other residents expressed their desire for additional entertainment and retail type of uses on the site, but did not fully oppose the project.

Analysis and Discussion:

The subject property is zoned Planned Area Development (PAD) and allows for uses permitted under Title 17 in commercial, business park, and light industrial zoning districts. Title 17 lists Warehouse, Residential Storage (Mini-Warehouse) as Conditionally Permitted in C-2 zoning districts and therefore must comply with the use specific standards listed under Section 17.28.080.C.19.

Section 17.28.080.C.19.d.ii limits the amount of outdoor RV storage permitted in a mini-warehouse facility to a maximum of ten percent of the site. With this zoning amendment application the applicant requests to increase the maximum allowed outdoor RV storage in a mini-warehouse facility to twenty-four percent. In addition to increasing the limitation on outdoor RV storage, the applicant is including a requirement that all outdoor RV storage must be located within the interior of the site and be screened from view of surrounding properties.

The applicant proposes to expand the existing self-storage facility onsite. A Conditional Use Permit is currently scheduled to be heard by Planning and Zoning Commission on August 5th, 2021 for the proposed expansion under case FS20-702. Increasing the amount of allowed outdoor RV storage will not only allow the applicant to move forward with the expansion of the existing storage facility, but will also help bring the existing facility into conformance with this requirement. Currently, the outdoor RV storage on the existing facility is approximately 16% of the site.

Conformance with Adopted Plans:

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

Reviewing Agencies:

In addition to the standard city internal reviewing departments, Luke Air Force Base, Maricopa Water District, and ADOT were included in the routing of this request. None of the reviewing agencies indicated any concerns over the request.

Summary:

The proposed Major Zoning Amendment meets the requirements of the Surprise General Plan, the Sierra Verde PAD (case RZ03-188), and the Surprise LDO.

Findings:

- The proposed Major Zoning Amendment is consistent with the Surprise General Plan 2035.
- The proposed Major Zoning Amendment is consistent with Sierra Verde PAD (case RZ03-188).
- The reviewing agencies have indicated no objections to the request.

Recommendation:

Based on the findings noted above, the Commission voted 4 – 2 to recommend **approval** of case **FS21-177** to the City Council, subject to stipulations 'a' and 'b' as outlined below:

a. Development and use of the site shall be in substantial conformance with the Zoning Amendment document entitled "Sierra Verde Planned Area Development Amendment to RZ03-188", dated revised April 2021 and stamped received April 29, 2021.

b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

However, should the City Council wish to **deny** the request, the City Council should make its own findings and base its decision on those alternative findings.

Attachments:

01 Vicinity Map
02 Zoning Amendment Document
03 Citizen Participation Report
04 Affidavit of Posting
05 Ordinance #2021-12



FS21-177 VICINITY MAP

Project Narrative

RECEIVED
04/29/2021

FS21-177

SIERRA VERDE

Planned Area Development Amendment to RZ03-188

NWC | North Litchfield & West Waddell Roads

Submitted to:

City of Surprise
Planning & Zoning Division
16000 N Civic Center Plaza
Surprise, AZ 85374

Prepared: February 2021
Revised: April 2021

DEVELOPMENT ADVISORS

EAPC ARCHITECT ENGINEERS
Michelle Bach
901 E. Madison Street

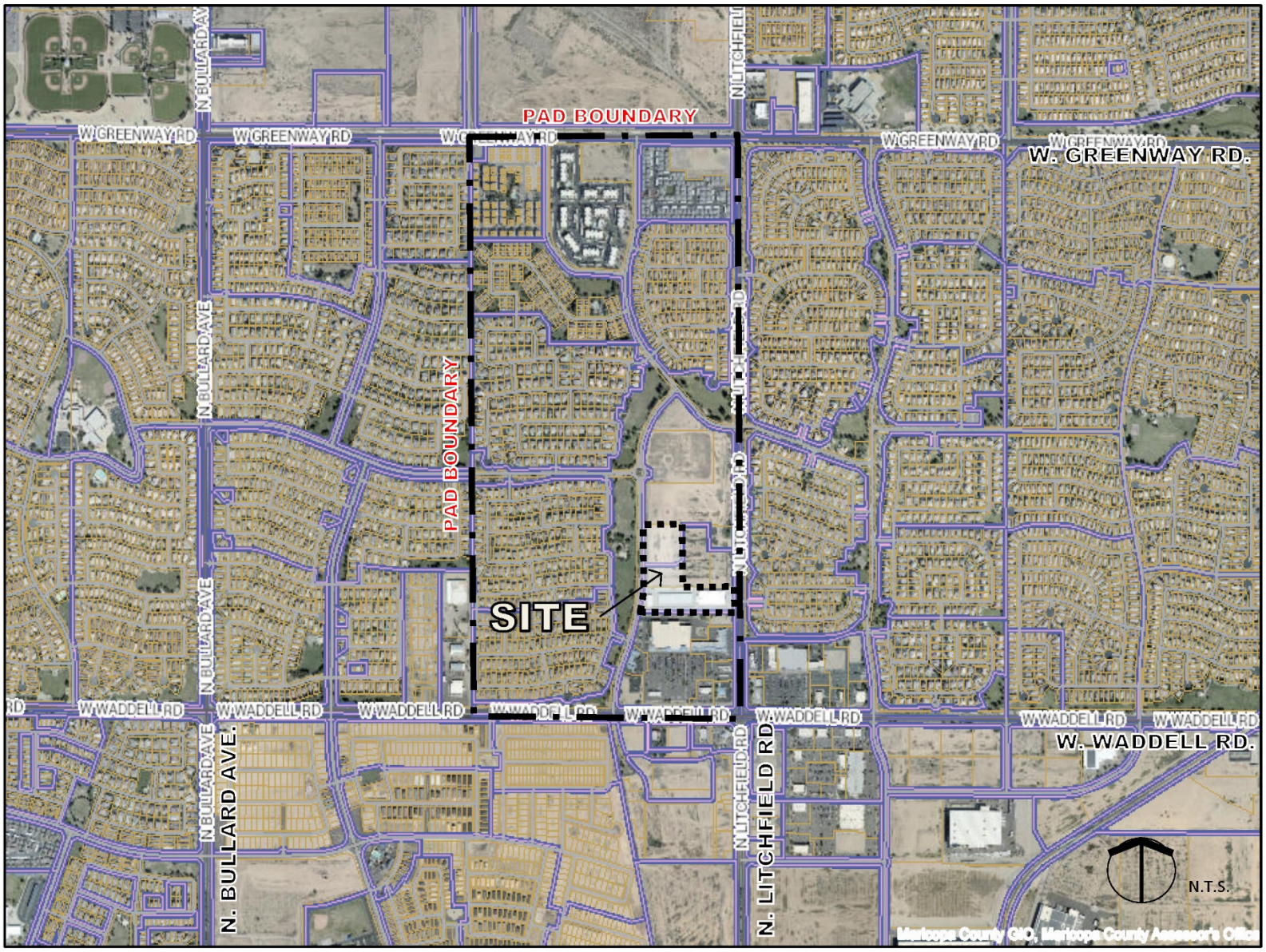
Phoenix, AZ 85034
V: (602) 441-4505
E: michelle.bach@eapc.net

IPLAN CONSULTING
Greg Davis
3317 S. Higley Road
Suite 114-622
Gilbert, AZ 85297
V: (480) 227-9850
E: greg@iplanconsulting.com

Submitted on Behalf of:

GSA SURPRISE 2, LLC
John Hartman
4915 E. Baseline Road, Ste. 105
Gilbert, AZ 85234
V: (480) 305-7002
E: John@Landmark.net

SITE AERIAL EXHIBIT



Base Map Source: Maricopa County Assessor, 2021

1. PURPOSE | BACKGROUND

Purpose of this document is to request an amendment to the Sierra Verde Planned Area Development (PAD) consisting of approximately 320-acres of real property, generally located at the northwest corner of North Litchfield and West Waddell Roads. More specifically, the request is for a major PAD amendment concerning the approximate 10.4-acre (gross) property (See Appendix A) in the Sierra Verde PAD by modifying the maximum amount of Outdoor RV Storage permitted in conjunction with a permitted Self-Storage Facility from a maximum of ten-percent (10%) to a maximum of twenty-four percent (24%). This proposed increase of net land area for Outdoor RV Storage area exceeds current regulatory provisions of fifteen (15) percent, as set forth in the Section 106-10.40 Self-Storage Facilities of the City of Surprise Land Development Ordinances, 2020.

The Sierra Verde PAD, initially consisting of approximately 277-acres, was approved by the Surprise City Council in August 2002; however, City Council has subsequently modified the PAD zoning on a number of occasions to modify development standards, modify land uses and modify landscape provisions. In September 2003, Council also approved a Rezone (Ordinance No. 03-21; RZ03-188) to incorporate the previous exception parcel generally located north and west of the northwest corner of North Litchfield and West Waddell Roads. This previous exception parcel consists of approximately 43-acres of real property, is located under the Luke Air Force Base (AFB) noise contours, and provided for a new overall PAD land area of approximately 320-acres. It is understood this 2003 PAD amendment was initiated in effort to bring the property into conformance with the Surprise General Plan 2020 land use map, while also including limitations on uses deemed compatible with continued military operations at Luke AFB. Additionally, this approved PAD (Ordinance No. 03-21; RZ03-188) references allowed uses and standards as those set forth in Title 17 of the City's previous Zoning Code. Further, Section 17.28.020.C.19.d.ii of Title 17 established limitations on outdoor recreational vehicle (RV) storage at a maximum of 10-percent (10%) of the site.

2. ZONING

2.1 ZONING AND LAND USE

The subject property is PAD. The uses permitted on the subject property are those permitted under Title 17, a previous zoning ordinance, in commercial, business park, and light industrial zones. No land use changes are proposed with this amendment.

2.2 DEVELOPMENT STANDARDS

Inclusion of Development Standards within this Project Narrative protects not only the adjacent property owners, but also the future property owners within the boundaries of the PAD. These standards generally permit greater flexibility in the development of a higher quality environment, while preserving the public health, safety and welfare of Surprise citizens as a whole. These development standards shall apply solely to the subject property as shown in Appendix A.

In the event of a conflict or inconsistency between the provisions of the PAD and otherwise applicable ordinances such as, but not limited to, the Planning and Design Guidelines or the City's Land Development Ordinances, the provisions of this PAD shall prevail.

The following table provides a comparison of the proposed site development standards to those identified as requirements, as set forth in Title 17. Deviations from dimensional standards are indicated in **bold** typeface.

TABLE 2.201: SITE DEVELOPMENT STANDARDS

STANDARD	*PROPOSED*	*EXISTING*
Outdoor RV Storage Area (Percent of Net Site Area)[1]:	**24**	10

1. All outdoor RV storage shall be located interior to the site and shall be screened from view from surrounding properties. Parking style and garage style storage facilities shall provide an eight (8) foot decorative view-obscuring wall to screen the entire storage area. There shall be no storage of abandon, damaged, or junked boats, trailers or recreational vehicles in the storage facility.

3. LEGAL DESCRIPTION

Legal Description: See Legal Description (gross acreage to centerline of adjacent streets); and, Draft Re-Plat of LOT 1 – 140TH DRIVE & WADDELL ROAD, included as Appendix A.

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APPENDICES

APPENDIX A

LEGAL DESCRIPTION

LEGAL DESCRIPTION

(Gross Acreage)

ALL OF LOT 1 AND A PORTION OF LOT 2 OF SIERRA VERDE SELF STORAGE FINAL PLAT AS RECORDED IN BOOK 1327, PAGE 39 AND LOT 8 OF SIERRA VERDE PARCEL 11 FINAL PLAT AS RECORDED IN BOOK 1022, PAGE 6, MARICOPA COUNTY RECORDER, BEING A PORTION OF THE SOUTHEAST QUARTER (SE1/4), SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 9, FROM WHICH THE SOUTHEAST CORNER THEREOF BEARS, SOUTH 00 DEGREES 05 MINUTES 12 SECONDS EAST, 2648.12 FEET;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER, SOUTH 00 DEGREES 05 MINUTES 12 SECONDS EAST, 1455.15 FEET;

THENCE LEAVING SAID EAST LINE, SOUTH 89 DEGREES 54 MINUTES 48 SECONDS WEST, 55.00 FEET TO THE POINT OF BEGINNING;

THENCE ALONG A LINE THAT IS PARALLEL AND 55.00 FEET WEST OF SAID EAST LINE, SOUTH 00 DEGREES 05 MINUTES 12 SECONDS EAST, 232.81 FEET;

THENCE LEAVING SAID PARALLEL LINE, NORTH 89 DEGREES 21 MINUTES 12 SECONDS WEST, 967.05 FEET TO A POINT ON CENTERLINE 104TH DRIVE, AND TO A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1850.00 FEET, THE CENTER OF WHICH BEARS NORTH 78 DEGREES 39 MINUTES 21 SECONDS WEST;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11 DEGREES 25 MINUTES 51 SECONDS, AND AN ARC LENGTH OF 369.08 FEET TO A TANGENT LINE;

THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 00 DEGREES 05 MINUTES 12 SECONDS WEST, 429.76 FEET;

THENCE LEAVING SAID CENTERLINE, SOUTH 89 DEGREES 11 MINUTES 08 SECONDS EAST, 418.01 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 568.61 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 513.18 FEET TO THE POINT OF BEGINNING.

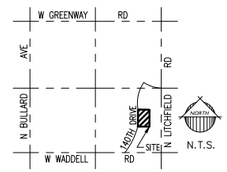
SAID PORTION OF LAND CONTAINING 454,826 SQUARE FEET, OR 10.4414 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND/OR RIGHTS-OF-WAYS OF RECORD OR OTHERWISE.

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

RE-PLAT

SURPRISE SELF STORAGE

A RE-PLAT OF LOTS 1 AND 2 OF SIERRA VERDE SELF STORAGE FINAL PLAT AS RECORDED IN BOOK 1327, PAGE 39 AND LOT 8 OF SIERRA VERDE PARCEL 11 FINAL PLAT AS RECORDED IN BOOK 1022, PAGE 6, MARICOPA COUNTY RECORDER, BEING A PORTION OF THE SOUTHEAST QUARTER (SE1/4), SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



SEC. 9
T.3 N., R.1 W.

VICINITY MAP

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT LEVINE INVESTMENTS LP, AN ARIZONA LIMITED PARTNERSHIP AND GSA SURPRISE LP, A CALIFORNIA LIMITED PARTNERSHIP, "OWNER", HAS SUBDIVIDED UNDER THE NAME "SURPRISE SELF STORAGE" A RE-PLAT OF A PORTION OF LOTS 1 AND 2 OF SIERRA VERDE SELF STORAGE FINAL PLAT AS RECORDED IN BOOK 1327, PAGE 39 AND LOT 8 OF SIERRA VERDE PARCEL 11 FINAL PLAT AS RECORDED IN BOOK 1022, PAGE 6, MARICOPA COUNTY RECORDER, BEING A PORTION OF THE SOUTHEAST QUARTER (SE1/4), SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, AS SHOWN AND RE-PLATTED HEREON AND DOES HEREBY PUBLISH THIS RE-PLAT AS AND FOR THE RE-PLAT OF "SURPRISE SELF STORAGE" AND DECLARES THAT THIS RE-PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH PARCEL AND EASEMENT CONSTITUTING THE SAME, AND THAT EACH PARCEL AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR AND NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS RE-PLAT.

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

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

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

OWNER HEREBY GRANTS TO THE 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.

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 THEREOF.

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.

LEVINE INVESTMENTS LP, AN ARIZONA LIMITED PARTNERSHIP

BY _____ DATE _____

ITS _____

GSA SURPRISE LP, A CALIFORNIA LIMITED PARTNERSHIP

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS ____ DAY OF _____, 2021 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS ____ DAY OF _____, 2021 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

LEGAL DESCRIPTION

ALL OF LOT 1 AND LOT 2 OF SIERRA VERDE SELF STORAGE FINAL PLAT AS RECORDED IN BOOK 1327, PAGE 39 AND LOT 8 OF SIERRA VERDE PARCEL 11 FINAL PLAT AS RECORDED IN BOOK 1022, PAGE 6, MARICOPA COUNTY RECORDER, BEING A PORTION OF THE SOUTHEAST QUARTER (SE1/4), SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 9, FROM WHICH THE SOUTHEAST CORNER THEREOF BEARS, SOUTH 00 DEGREES 05 MINUTES 12 SECONDS EAST, 2648.12 FEET;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER, SOUTH 00 DEGREES 05 MINUTES 12 SECONDS EAST, 1455.15 FEET;

THENCE LEAVING SAID EAST LINE, SOUTH 89 DEGREES 54 MINUTES 48 SECONDS WEST, 55.00 FEET TO THE POINT OF BEGINNING;

THENCE ALONG A LINE THAT IS PARALLEL AND 55.00 FEET WEST OF SAID EAST LINE, SOUTH 00 DEGREES 05 MINUTES 12 SECONDS EAST, 232.81 FEET;

THENCE LEAVING SAID PARALLEL LINE, NORTH 89 DEGREES 21 MINUTES 12 SECONDS WEST, 936.53 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF 104TH DRIVE, AND TO A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1880.00 FEET, THE CENTER OF WHICH BEARS NORTH 78 DEGREES 49 MINUTES 43 SECONDS WEST;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11 DEGREES 15 MINUTES 29 SECONDS, AND AN ARC LENGTH OF 369.40 FEET TO A TANGENT LINE;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 00 DEGREES 05 MINUTES 12 SECONDS WEST, 429.29 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 89 DEGREES 11 MINUTES 08 SECONDS EAST, 544.80 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 45 SECONDS EAST, 105.24 FEET TO THE EAST LINE OF SAID LOT 2;

THENCE ALONG SAID EAST LINE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 566.01 FEET TO THE NORTH LINE OF SAID LOT 1;

THENCE ALONG SAID NORTH LINE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 251.17 FEET TO THE POINT OF BEGINNING.

THENCE ALONG SAID EAST LINE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 566.01 FEET TO THE NORTH LINE OF SAID LOT 1;

THENCE ALONG SAID NORTH LINE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 251.17 FEET TO THE POINT OF BEGINNING.

RELEASE OF LIABILITY

LEVINE INVESTMENTS, LP, A LIMITED PARTNERSHIP ["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.

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	430,863	9.8913
2	148,555	3.4104
TOTAL	579,418	13.3017

GENERAL NOTES

1. 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.
2. SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.
3. 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 SALES CONTRACT SITE, REPORT SHALL CONTAIN SUCH NOTE.
4. PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE OF SURPRISE.
5. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE X SHADED AND ZONE A," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1680L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
6. ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR THE HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-476 ARIZONA REVISED STATUES.

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 AY 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.

LOT 1 OWNER

GSA SURPRISE LP
2042 BUSINESS CENTER DR
STE 100
IRVINE CA 92612

LOT 2 OWNER

LEVINE INVESTMENTS LP
1702 E. HIGHLAND AVE
STE-310
PHOENIX, ARIZONA 85016

SURVEYOR

ROBERT A. JOHNSTON
EPS GROUP INC.
1130 N. ALMA SCHOOL ROAD, STE 120
MESA, ARIZONA 85201
PH: (480) 503-2250

REFERENCE DOCUMENTS:

(R1) FINAL PLAT OF "SIERRA VERDE PARCEL 11", BOOK 1022, PAGE 06, MCR
(R2) FINAL PLAT OF "SIERRA VERDE SELF STORAGE", BOOK 1327, PAGE 39, MCR

BASIS OF BEARINGS

THE CENTER LINE OF LITCHFIELD ROAD PER FINAL PLAT "SIERRA VERDE PARCEL 11", RECORDED IN BOOK 1022, PAGE 06, MARICOPA COUNTY RECORDS, ALSO BEING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 WEST, MARICOPA COUNTY RECORDS.
THE BEARING OF WHICH IS:

SOUTH 00 DEGREES 05 MINUTES 12 SECONDS EAST

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

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

ATTEST:

_____
MAYOR DATE

_____
CITY CLERK DATE

CERTIFICATION

I, ROBERT A. JOHNSTON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JULY 2020; THAT THE SURVEY IS TRUE AND CORRECT TO MY KNOWLEDGE AND BELIEF; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE FINAL PLAT APRIL 27, 2021.

ROBERT A. JOHNSTON, R.L.S. 37495
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
ARIZONA U.S.A.
Date Signed 4/27/21

SURPRISE CASE FS20-702

1130 N. Alma School Rd. Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.835.1790
www.epsgroupinc.com

EPS GROUP

SURPRISE SELF STORAGE
SURPRISE, ARIZONA
RE-PLAT

Project:

Revisions:

Blue Stake, Inc. 3 working days before you dig! 811
ARIZONA811.com
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County (602)263-1100

Drawn by: CAJ
Reviewed by: RAJ

Job No.
20-0880
RP01

Sheet No.
1
of 2

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	369.40'	1880.00'	11°15'29"	368.81'	S05°32'33"W
C2	667.54'	1850.00'	20°40'27"	663.92'	N10°15'02"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°54'48"E	30.00'

FOUND BRASS CAP FLUSH "CITY OF SURPRISE"

158.27' S47°12'26"W

313.50' N42°47'34"W

FOUND BRASS CAP FLUSH "CITY OF SURPRISE"

FOUND BRASS CAP FLUSH "CITY OF SURPRISE"

R=1877.38' L=480.33' A=14°39'50.00"

ACOMA DRIVE
L=370.17' R=400.00'
D=47°31'38"

FOUND BRASS CAP FLUSH "CITY OF SURPRISE"

POINT OF COMMENCEMENT
E 1/4 COR SEC 9, T3N, R1W,
G&SRM FOUND BRASS CAP FLUSH

105.00'
S89°54'48"W

NOT A PART
APN: 509-17-926
LEVINE INVESTMENTS LP
2009-0154999, MCR

543.52'

L1

FOUND 1/2" REBAR W/CAP "RLS 37495"

S89°11'08"E 544.80'

388.01'

FOUND 1/2" REBAR W/ CAP "RLS 37495"

156.79'

S89°47'45"E 105.24'

FOUND 1/2" REBAR NO ID, AFFIXED CAP "RLS 37495"

25' INGRESS/EGRESS EASEMENT DOC. 2021-0447430, MCR

35'

8' PUE BK 645, PG 13 MCR

EAST SECTION LINE OF THE SE 1/4

NOT A PART
APN: 509-17-927
LEVINE INVESTMENTS LP
2009-0154999, MCR

140TH DRIVE

429.29'

N00°05'12"W 429.29'

568.61'

N00°00'00"E 568.61'

S00°00'00"E 566.01'

1455.15'

30' R/W BK 645, PG 13, MCR

LOT 2
(LEVINE INVESTMENTS, LP)

NOT A PART
LOT 3 "SIERRA VERDE SELF STORAGE"
BOOK 1327, PAGE 39, MCR
APN: 509-17-936
LEVINE INVESTMENTS LP
2017-0394083, MCR

S00°05'12"E 2648.12'
(BASIS OF BEARINGS)

LITCHFIELD ROAD

FOUND BRASS CAP FLUSH "CITY OF SURPRISE"

FOUND 1/2" REBAR W/CAP "RLS 25090"

568.61'

POINT OF BEGINNING
FOUND CHISELED "X" ON CONCRETE
SET NAIL/WASHER RLS 37495

LOT 1
(GSA SURPRISE, LP)

FOUND 1/2" REBAR W/CAP "RLS 37495"

N90°00'00"E 262.01'

N90°00'00"E 251.17'

S89°54'48"W 55.00'

C1

C2

24' CROSS ACCESS ESMT PER BK 1327, PG 39, MCR TO BE ABANDONED PER THIS PLAT

24' CROSS ACCESS ESMT PER BK 1327, PG 39, MCR

S00°05'12"E 232.81'

1192.97'

8' PUE BK 645, PG 13 MCR

8' PUE BK 694, PG 17 MCR

N78°49'43"W RADIAL BEARING

N89°21'12"W 936.53'

FOUND BRASS CAP FLUSH "CITY OF SURPRISE"

SE COR OF SEC 9, T3N, R1W, G&SRM FOUND BRASS CAP IN HANDHOLE

NORTH

50 0 50 100
scale feet

LEGEND

- FND MON IN HANDHOLE AS NOTED
- FND MON AS NOTED
- SET 1/2" REBAR W/CAP "RLS 37495"

FND FOUND
MON MONUMENT
MCR MARICOPA COUNTY RECORDER
BK BOOK
PG PAGE
PUE PUBLIC UTILITY EASEMENT
R/W RIGHT OF WAY
EASE EASEMENT
G&SRM GILA AND SALT RIVER MERIDIAN

BOUNDARY LINE
LOT LINE PER (R1)
PARCEL LINE
SECTION LINE
CENTER LINE ROAD
EASEMENT LINE
TIE IN LINE

SURPRISE CASE FS20-702

EPS GROUP
1130 N. Alma School Rd. Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.835.1799
www.epsgroupinc.com

SURPRISE SELF STORAGE

SURPRISE, ARIZONA

RE-PLAT

Project:

Revisions:

Call at least two full working days before you dig, it's the law!
ARIZONA 811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Drawn by: CAJ
Reviewed by: RAJ

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A. JOHNSTON
Expires 12/31/21

Job No.
20-0880

RP01

Sheet No.
2
of 2

cjimenez Apr 28, 2021 2:32pm S:\Projects\2020\20-0880\Land Survey\Dwgs\Plat\20-0880 - Plat.dwg

Participation Report

FS21-177 Surprise Self-Storage RV and Storage Expansion – Neighborhood Meeting minutes

April 26th, 2021 Meeting
Time: 6pm-7pm
Virtual Platform: Zoom
Meeting ID: 846 2320 8726
Passcode: 918916
Physical Location: 14136 N Litchfield Rd
Surprise, AZ 85379

- Attendance
  - Owner: John Hartman
  - EAPC Architects Engineers Owner Representative/Applicant: Michelle Bach
  - City members: Lloyd Abrams, Sergio Angulo and Robert Kuhfuss
- Meeting Notes
  - No one from the general public attended this public meeting.

May 17th, 2021 Meeting
Time: 6pm-7pm
Virtual Platform: Zoom
Meeting ID: 850 3547 7063
Passcode: 682515
Physical Location: 14136 N Lichfield Rd
Surprise, AZ 85379

- Attendance
  - Owner: John Hartman
  - EAPC Architects Engineers Owner Representative/Applicant: Michelle Bach
  - City members: Sergio Angulo and Robert Kuhfuss
  - City councilman: Jack Hastings
  - Neighbors: Dustin, Abby and one additional call in via phone
- Meeting Notes
  - Participant Dustin was concerned about how long construction will take and if it will impact travel along 140th drive. Responded to concern by clarifying construction is

expected to take about 8 months. Construction will impact some of the road on 140th drive for access to the site, but some construction access can occur through the existing site.

- Participant was concerned about storage being expanded and wanted to see more retail space instead.
- Participant Abby wanted to know what other sorts of entertainment and retail will be included in the project. Responded by explaining that the expansion will occur in only one of the vacant parcels, while the other parcels are owned by a different entity, so that will not be part of the current development.


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Conditional Use Permit (CUP)
Date: December 22, 2020
Time: 6:00 P.M.
Location: Zoom Meeting (Virtual)
To participate virtually, see below:
https://us02web.zoom.us/j/88630827666?pwd
=RVpQZ3JlRmpaL1UvbDV6VkFQS3N4dz09
You can also dial in using your phone.
United States: +1 253 215 8782
Meeting ID: 886 3082 7666
Neighborhood Meeting
Major Zoning Amendment
Date: May 17, 2021
Time: 6:00 P.M.
Location: 14136 N Litchfield Rd Surprise, AZ 85379
To participate virtually, see below:
https://us02web.zoom.us/j/85035477063?pwd=aE00
SFYybjE3akJDdXYyazBOUUdCZz09
You can also dial in using your phone
United States: +1 253 215 8782
Meeting ID: 850 3547 7063
Planning & Zoning Commission
CUP
Date: August 5, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374
City Council PAD
Amendment & Final Plat
Date: August 17, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374
Case #'s: FS20-702 & FS21-177
Request: This applicant is requesting approval of the following:
Case FS20-702 - Approval of a Conditional Use Permit to allow for the expansion of an existing mini-storage facility located north of Waddell Road and east of 140th Drive in the Sierra Verde Planned Area Development.
Case FS21-177 - A Major Zoning Amendment to allow an increase of the maximum allowable outdoor Recreational Vehicle (RV) Storage space from 10% to 24% of the site's net land area on a property located north of Waddell Road and east of 140th Drive in the Sierra Verde Planned Area Development.
Contact Community Development for more information Sergio Angulo: 623-222-3137, sergio.angulo@surpriseaz.gov
For more information and to confirm dates, call: 623-222-3011 Surpriseaz.gov
7/20/21 11:03:19


Notice of Public Hearing
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SFYybjE3akJDdXYyazBOUUdCZz09
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7/20/21 11:03:34


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7/20/21 11:05:57


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=RVpQZ3JlRmpaL1UvbDV6VkFQS3N4dz09
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SFYybjE3akJDdXYyazBOUUdCZz09
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For more information and to confirm dates, call: 623-222-3011 Surpriseaz.gov
7/20/21 11:06:09

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING
(Sign modification)

Application No: FS20-702 & FS21-177

Applicant Name: _____.

Location: North of Waddell Road and East of 140th Drive

Date Site Posted: May 3rd, 2021 sign modified: July 20th, 2021

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Applicant/Representative Signature — 7.20.2021 Date

This instrument was acknowledged before me on this 20th day of July, 2021, and by Maria Hitt. I witness whereof I hereunto set my hand and official seal.

Notary Public

10.25.2024
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning andZoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024

ORDINANCE # 2021-12

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A MAJOR PLANNED AREA DEVELOPMENT AMENDMENT TO THE SIERRA VERDE PAD CASE RZ03-188 FOR THE SURPRISE SELF-STORAGE RV EXPANSION, GENERALLY LOCATED NORTH OF WADDELL ROAD AND EAST OF 140TH DRIVE.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is generally located north of Waddell Road and east of 140th Drive;

WHEREAS, the subject site is zoned Planned Area Development (PAD);

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations in the PAD;

WHEREAS, the proposed Major Planned Area Development Amendment to increase the maximum allowed outdoor RV storage in a mini-warehouse facility to twenty-four percent, satisfies the requirements set forth in Chapter 122 of the Surprise Municipal Code;

WHEREAS, this Major Planned Area Development Amendment is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

WHEREAS, on June 17, 2021, the Planning and Zoning Commission recommended approval of the Major Planned Area Development Amendment for Surprise-Self Storage RV Expansion.

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

Section 1. *Approval of Major Planned Area Development Amendment.* The proposed Major Planned Area Development Amendment for the parcel legally described on ***Exhibit A*** and depicted on ***Exhibit B***, known as "Surprise Self Storage," is approved to increase the maximum allowed outdoor RV storage in a mini-warehouse facility to twenty-four percent, subject to the following stipulations:

a. Development and use of the site shall be in substantial conformance with the Planned Area Development Amendment document entitled "Sierra Verde

Planned Area Development Amendment to RZ03-188", dated revised April 2021 and stamped received April 29, 2021.

b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

Section 2. *Codification.* This Ordinance is not of a general nature and shall not be codified.

Section 3. *Repeal of Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

Section 4. *Severability.* If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. *Effective Date.* This ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED this_____day of _____2021.

_____
Skip Hall, Mayor

Attest:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

EXHIBIT A
LEGAL DESCRIPTION FOR PROPERTY

ALL OF LOT 1 AND A PORTION OF LOT 2 OF SIERRA VERDE SELF STORAGE FINAL PLAT AS RECORDED IN BOOK 1327, PAGE 39 AND LOT 8 OF SIERRA VERDE PARCEL 11 FINAL PLAT AS RECORDED IN BOOK 1022, PAGE 6, MARICOPA COUNTY RECORDER, BEING A PORTION OF THE SOUTHEAST QUARTER (SE1/4), SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 9, FROM WHICH THE SOUTHEAST CORNER THEREOF BEARS, SOUTH 00 DEGREES 05 MINUTES 12 SECONDS EAST, 2648.12 FEET;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER, SOUTH 00 DEGREES 05 MINUTES 12 SECONDS EAST, 1455.15 FEET;

THENCE LEAVING SAID EAST LINE, SOUTH 89 DEGREES 54 MINUTES 48 SECONDS WEST, 55.00 FEET TO THE POINT OF BEGINNING;

THENCE ALONG A LINE THAT IS PARALLEL AND 55.00 FEET WEST OF SAID EAST LINE, SOUTH 00 DEGREES 05 MINUTES 12 SECONDS EAST, 232.81 FEET;

THENCE LEAVING SAID PARALLEL LINE, NORTH 89 DEGREES 21 MINUTES 12 SECONDS WEST, 967.05 FEET TO A POINT ON CENTERLINE 104TH DRIVE, AND TO A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1850.00 FEET, THE CENTER OF WHICH BEARS NORTH 78 DEGREES 39 MINUTES 21 SECONDS WEST;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11 DEGREES 25 MINUTES 51 SECONDS, AND AN ARC LENGTH OF 369.08 FEET TO A TANGENT LINE;

THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 00 DEGREES 05 MINUTES 12 SECONDS WEST, 429.76 FEET;

THENCE LEAVING SAID CENTERLINE, SOUTH 89 DEGREES 11 MINUTES 08 SECONDS EAST, 418.01 FEET;

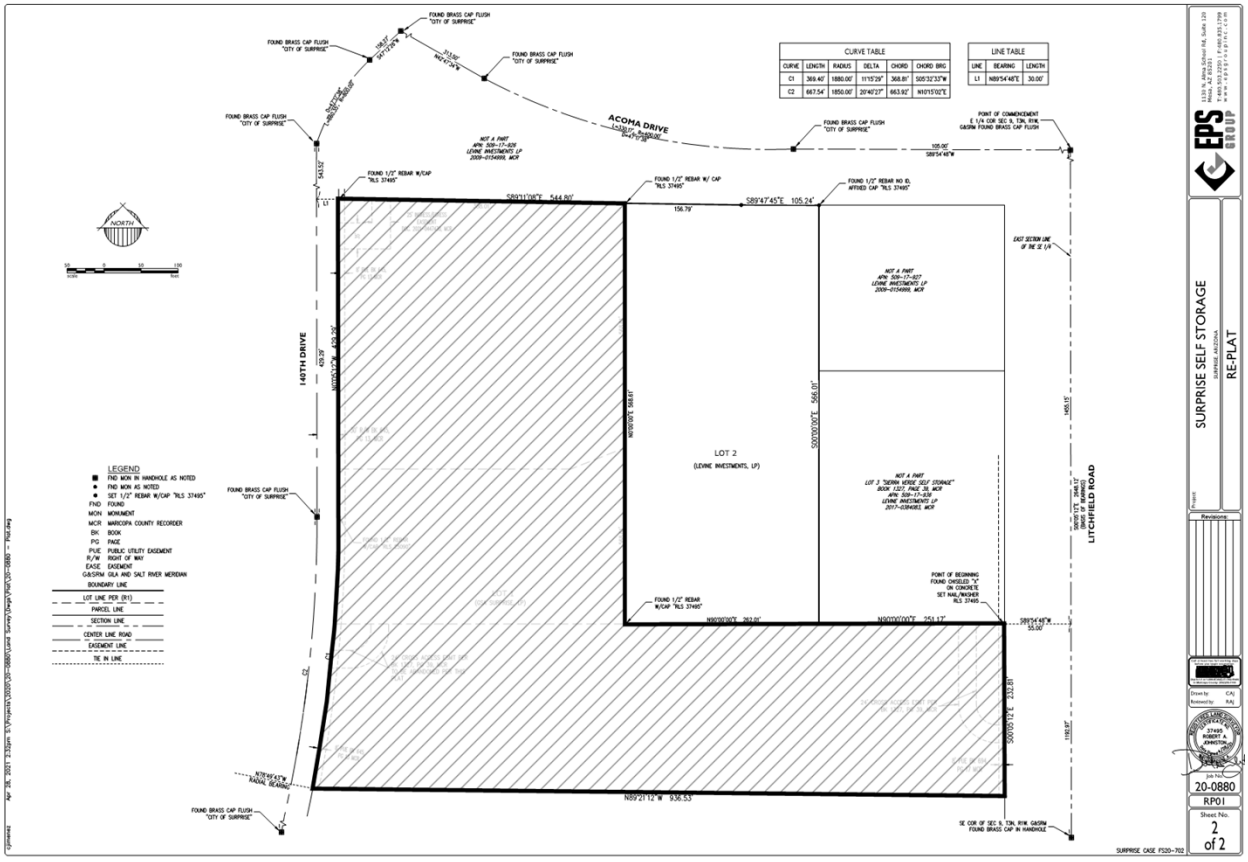
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 568.61 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 513.18 FEET TO THE POINT OF BEGINNING.

SAID PORTION OF LAND CONTAINING 454,826 SQUARE FEET, OR 10.4414 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND/OR RIGHTS-OF-WAYS OF RECORD OR OTHERWISE.

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

EXHIBIT B
DEPICTION OF THE PROPERTY TO BE RE-ZONED



Ordinance No. 2021-12
RFLS #7776
Rev 05/21

SURPRISE
ARIZONA

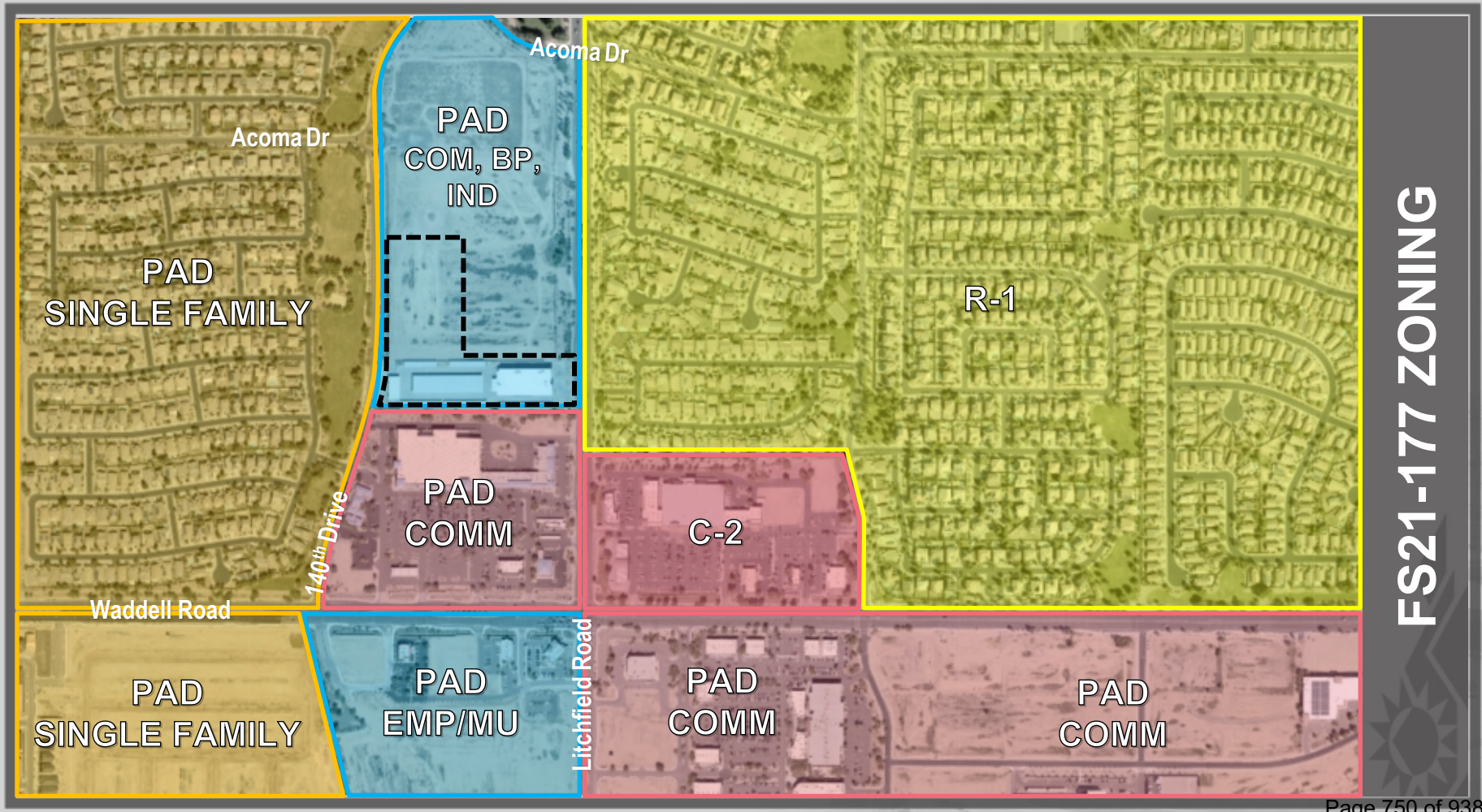
FS21-177
Major Zoning Amendment
Surprise Self-Storage RV Expansion

City Council

August 17, 2021



FS21-177 VICINITY MAP

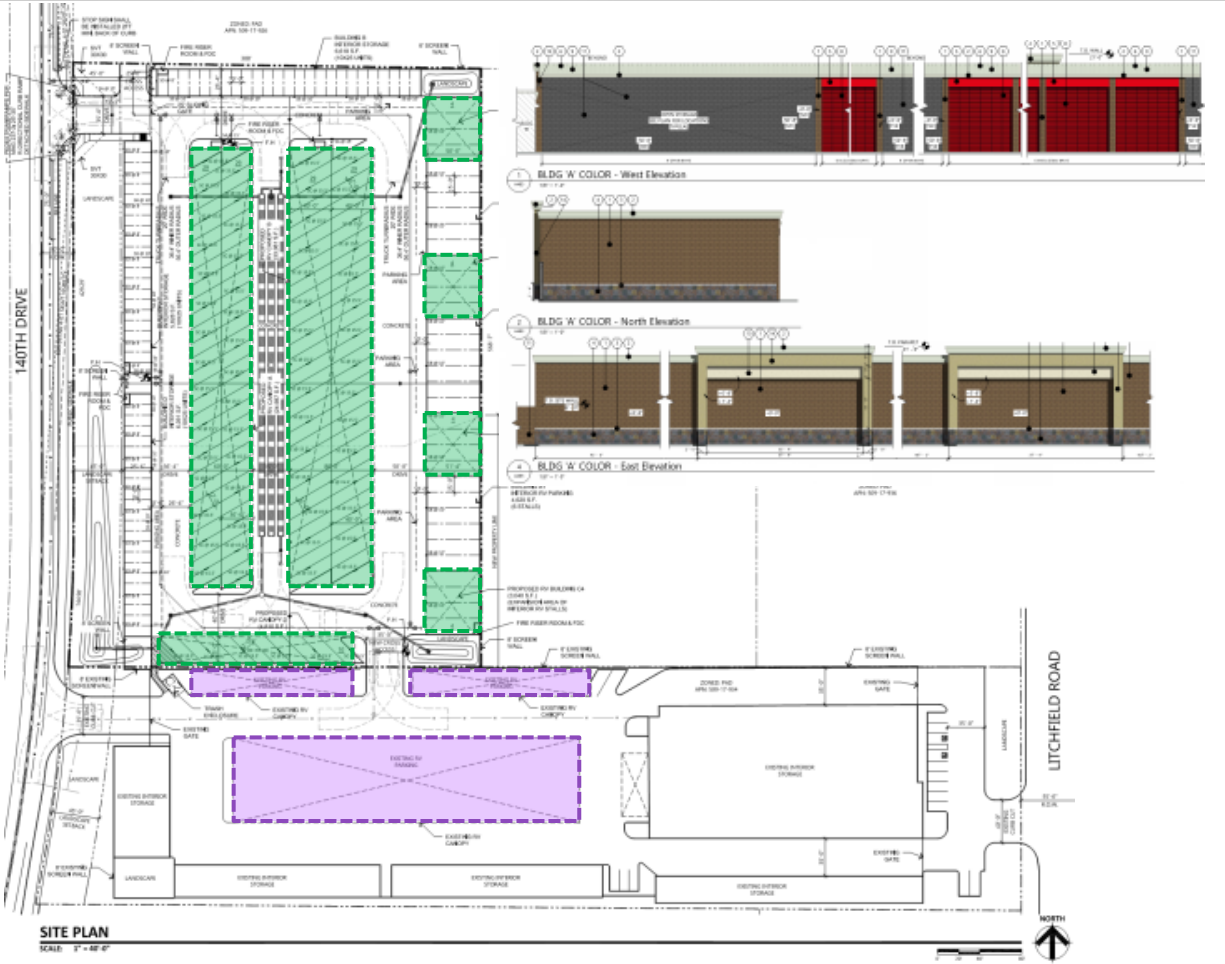

Acoma Dr
PAD
COM, BP,
IND
Acoma Dr
PAD
SINGLE FAMILY
R-1
PAD
COMM
140th Drive
C-2
Waddell Road
PAD
SINGLE FAMILY
PAD
EMP/MU
Litchfield Road
PAD
COMM
PAD
COMM
FS21-177 ZONING

Standard	Current (Title 17)	Proposed
Outdoor RV Storage Percentage	10%	24%
Screening Requirement	Screened from view	Interior of the Site and Screened from view

FS21-177
ZONING AMENDMENT

EXSITING
OUTDOOR RV STORAGE

NEW
OUTDOOR RV STORAGE



FS21-177
CONCEPTUAL SITE PLAN

RECOMMENDATION

P&Z Hearing: June 17, 2021

The P&Z Commission Recommended Approval to the Mayor and City Council subject to stipulations ‘a’ and ‘b’.

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 5
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of a Final Plat entitled, "Re-Plat Surprise Self Storage" and dated April 28, 2021, an approximately 13 acre property generally located north of Waddell Road and east of 140th Drive in the Sierra Verde PAD.

Motion:
I move to approve the Final Plat entitled, "Re-Plat Surprise Self Storage".

Background:
EAPC Architects Engineers, Inc., on behalf of GSA Group Surprise 2, LLC, seeks approval of a Final Plat to re-plat Lots 1 and 2 of the Sierra Verde Storage Final Plat and Lot 8 of the Sierra Verde Parcel 11 Final Plat.

Objective Analysis:
Approval of the proposed Final Plat will allow the applicant the ability to move forward with the expansion of the existing self-storage facility on Lot 1 of this final plat.

Policy Compliant:
The requested Final Plat is consistent with the Sierra Verde 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 - FS20-702 - Final Plat - Staff Report

2. 01 - FS20-702 - Final Plat - Vicinity Map
3. 02 - FS20-702 - Final Plat
4. FS20 -702 - Final Plat - PowerPoint

SURPRISE
ARIZONA

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS20-702**
Project Name:	Surprise Storage and RV Addition – Final Plat
Council District:	5 – Palm
City Council Date:	**August 17, 2021**
Planner:	Sergio Angulo, Planner II

Owner:	GSA Group Surprise 2, LLC
Applicant:	Michelle Bach with EAPC Architects Engineers, Inc.
Request:	Final Plat to re-plat Lots 1 and 2 of the Sierra Verde Storage Final Plat and Lot 8 of the Sierra Verde Parcel 11 Final Plat.
Site Location:	Generally north of Waddell Road and east of 140th Drive in a portion of Section 9, Township 3 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona.
Site Size:	13.302 acres (approx.)
Density:	N/A

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Sierra Verde PAD.

Alternative Actions:	**Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.
	Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

Additional Information:

EAPC Architects Engineers, Inc., on behalf of GSA Group Surprise 2, LLC, seeks approval of a Final Plat to re-plat Lots 1 and 2 of the Sierra Verde Storage Final Plat and Lot 8 of the Sierra Verde Parcel 11 Final Plat. The subject property is approximately 13.302 acres and it is generally located north of Waddell Road and east of 140th Drive in The Sierra Verde PAD. The subject property is zoned PAD and allows for Commercial, Business Park, and Light Industrial uses.

This Final Plat combines Lot 8 of the Sierra Verde Parcel 11 Final Plat, Lot 1 of the Sierra Verde Storage Final Plat, and a portion of Lot 2 of the Sierra Verde Storage Final plat into Lot 1 which is proposed to be 9.89 acres (approx.). As a result, Lot 2 is proposed to be 3.41 acres (approx.). The applicant proposes to expand the existing self-storage facility on the northern portion of Lot 1 of this re-plat. The Conditional Use Permit (CUP) application for the proposed expansion of the existing self-storage facility was reviewed under this same case number. The Planning and Zoning Commission will hear this CUP on August 5, 2021. Should the Planning and Zoning Commission choose to approve this CUP, the approval of the CUP will be subject to the approval of this final plat. Lot 2 is proposed to remain vacant and will be developed at a future date. This Final Plat does not dedicate any new right-of-way and is in compliance with Sierra Verde PAD.

Attachments:

01 Vicinity Map
02 Final Plat



FS20-702 VICINITY MAP

RE-PLAT

SURPRISE SELF STORAGE

A RE-PLAT OF LOTS 1 AND 2 OF SIERRA VERDE SELF STORAGE FINAL PLAT AS RECORDED IN BOOK 1327, PAGE 39 AND LOT 8 OF SIERRA VERDE PARCEL 11 FINAL PLAT AS RECORDED IN BOOK 1022, PAGE 6, MARICOPA COUNTY RECORDER, BEING A PORTION OF THE SOUTHEAST QUARTER (SE1/4), SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT LEVINE INVESTMENTS LP, AN ARIZONA LIMITED PARTNERSHIP AND GSA SURPRISE LP, A CALIFORNIA LIMITED PARTNERSHIP, "OWNER", HAS SUBDIVIDED UNDER THE NAME "SURPRISE SELF STORAGE" A RE-PLAT OF A PORTION OF LOTS 1 AND 2 OF SIERRA VERDE SELF STORAGE FINAL PLAT AS RECORDED IN BOOK 1327, PAGE 39 AND LOT 8 OF SIERRA VERDE PARCEL 11 FINAL PLAT AS RECORDED IN BOOK 1022, PAGE 6, MARICOPA COUNTY RECORDER, BEING A PORTION OF THE SOUTHEAST QUARTER (SE1/4), SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, AS SHOWN AND RE-PLATTED HEREON AND DOES HEREBY PUBLISH THIS RE-PLAT AS AND FOR THE RE-PLAT OF "SURPRISE SELF STORAGE" AND DECLARES THAT THIS RE-PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH PARCEL AND EASEMENT CONSTITUTING THE SAME, AND THAT EACH PARCEL AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR AND NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS RE-PLAT.

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

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

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

OWNER HEREBY GRANTS TO THE 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.

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 THEREOF.

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.

LEVINE INVESTMENTS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER, KEM, INC.

BY _____ DATE _____

ITS _____

GSA SURPRISE LP, A CALIFORNIA LIMITED PARTNERSHIP

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2021 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2021 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

LEGAL DESCRIPTION

ALL OF LOT 1 AND LOT 2 OF SIERRA VERDE SELF STORAGE FINAL PLAT AS RECORDED IN BOOK 1327, PAGE 39 AND LOT 8 OF SIERRA VERDE PARCEL 11 FINAL PLAT AS RECORDED IN BOOK 1022, PAGE 6, MARICOPA COUNTY RECORDER, BEING A PORTION OF THE SOUTHEAST QUARTER (SE1/4), SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 9, FROM WHICH THE SOUTHEAST CORNER THEREOF BEARS, SOUTH 00 DEGREES 05 MINUTES 12 SECONDS EAST, 2648.12 FEET;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER, SOUTH 00 DEGREES 05 MINUTES 12 SECONDS EAST, 1455.15 FEET;

THENCE LEAVING SAID EAST LINE, SOUTH 89 DEGREES 54 MINUTES 48 SECONDS WEST, 55.00 FEET TO THE POINT OF BEGINNING;

THENCE ALONG A LINE THAT IS PARALLEL AND 55.00 FEET WEST OF SAID EAST LINE, SOUTH 00 DEGREES 05 MINUTES 12 SECONDS EAST, 232.81 FEET;

THENCE LEAVING SAID PARALLEL LINE, NORTH 89 DEGREES 21 MINUTES 12 SECONDS WEST, 936.53 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF 104TH DRIVE, AND TO A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1880.00 FEET, THE CENTER OF WHICH BEARS NORTH 78 DEGREES 49 MINUTES 43 SECONDS WEST;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11 DEGREES 15 MINUTES 29 SECONDS, AND AN ARC LENGTH OF 369.40 FEET TO A TANGENT LINE;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 00 DEGREES 05 MINUTES 12 SECONDS WEST, 429.29 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 89 DEGREES 11 MINUTES 08 SECONDS EAST, 544.80 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 45 SECONDS EAST, 105.24 FEET TO THE EAST LINE OF SAID LOT 2;

THENCE ALONG SAID EAST LINE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 566.01 FEET TO THE NORTH LINE OF SAID LOT 1;

THENCE ALONG SAID NORTH LINE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 251.17 FEET TO THE POINT OF BEGINNING.

RELEASE OF LIABILITY

LEVINE INVESTMENTS, LP, A LIMITED PARTNERSHIP ["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.

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	430,863	9.8913
2	148,555	3.4104
TOTAL	579,418	13.3017

GENERAL NOTES

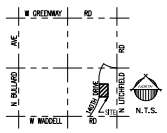
1. OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY.
2. SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.
3. 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 SALES CONTRACT SITE, REPORT SHALL CONTAIN SUCH NOTE.
4. PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE OF SURPRISE.
5. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE X SHADED AND ZONE A," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1680L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
6. ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR THE HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-476 ARIZONA REVISED STATUES.

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 AY 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.



SEC. 9
T.3 N., R.1 W.

VICINITY MAP

LOT 1 OWNER	LOT 2 OWNER	SURVEYOR
GSA SURPRISE LP 2042 BUSINESS CENTER DR STE 100 IRVINE CA 92612	LEVINE INVESTMENTS LP 1702 E. HIGHLAND AVE STE-310 PHOENIX, ARIZONA 85016	ROBERT A. JOHNSTON EPS GROUP INC. 1130 N. ALMA SCHOOL ROAD, STE 120 MESA, ARIZONA 85201 PH: (480) 503-2250

REFERENCE DOCUMENTS:

(R1) FINAL PLAT OF "SIERRA VERDE PARCEL 11", BOOK 1022, PAGE 06, MCR
(R2) FINAL PLAT OF "SIERRA VERDE SELF STORAGE", BOOK 1327, PAGE 39, MCR

BASIS OF BEARINGS

THE CENTER LINE OF LITCHFIELD ROAD PER FINAL PLAT "SIERRA VERDE PARCEL 11", RECORDED IN BOOK 1022, PAGE 06, MARICOPA COUNTY RECORDS, ALSO BEING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 WEST, MARICOPA COUNTY RECORDS. THE BEARING OF WHICH IS:

SOUTH 00 DEGREES 05 MINUTES 12 SECONDS EAST

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

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

ATTEST:

_____
MAYOR DATE

_____
CITY CLERK DATE

CERTIFICATION

I, ROBERT A. JOHNSTON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JULY 2020; THAT THE SURVEY IS TRUE AND CORRECT TO MY KNOWLEDGE AND BELIEF; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE FINAL PLAT APRIL 27, 2021.

ROBERT A. JOHNSTON, R.L.S. 37495
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A. JOHNSTON
ARIZONA U.S.A.

SURPRISE CASE FS20-702

1130 N. Alma School Rd. Suite 120
Mesa, AZ 85201 | P: 480.503.2250
www.epsgroupinc.com

EPS GROUP

SURPRISE SELF STORAGE
SURPRISE, ARIZONA
RE-PLAT

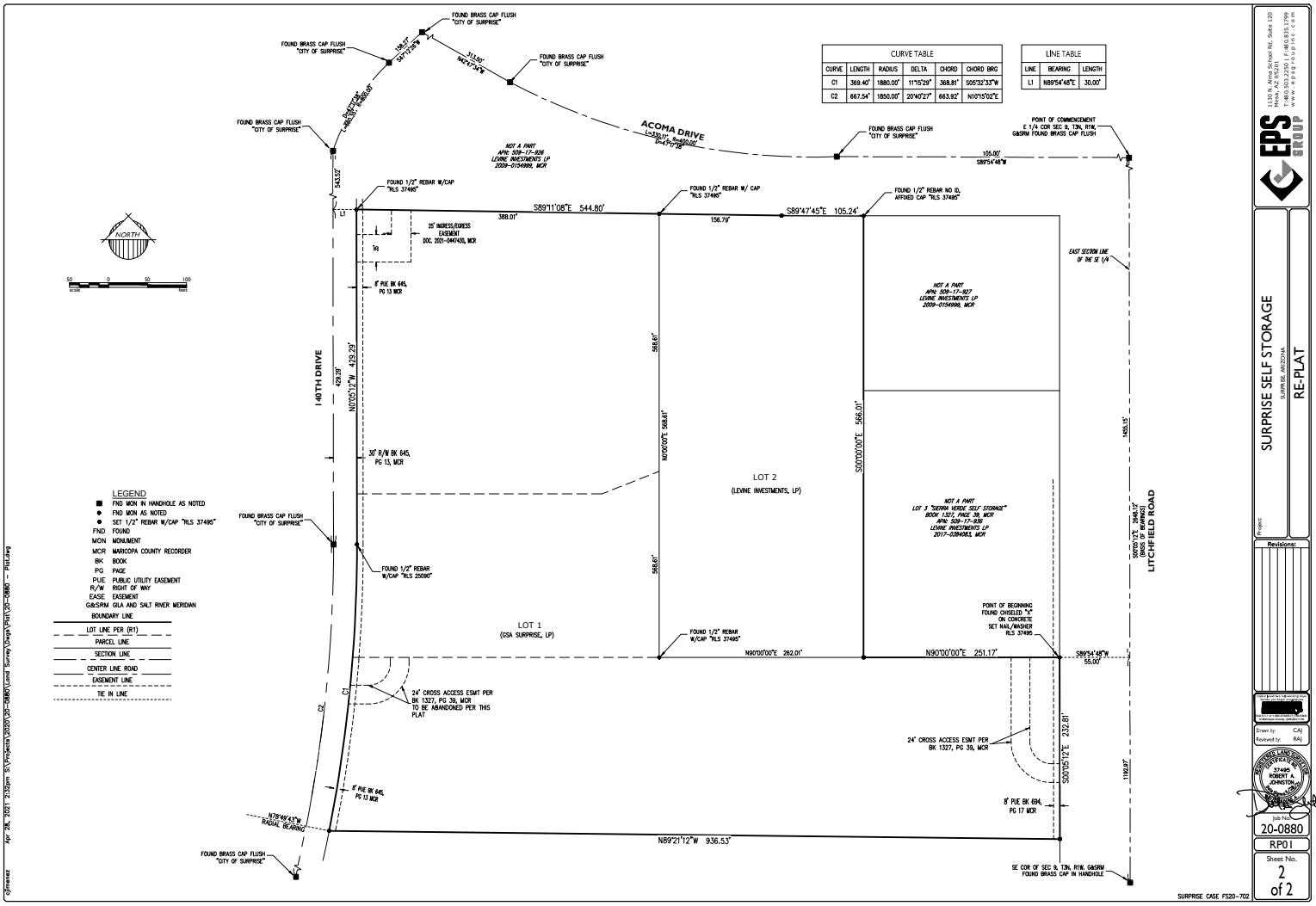
Project:

Revisions:

Drawn by: CAJ
Reviewed by: RAJ

Job No.
20-0880
RP01

Sheet No.
1
of 2



1130 N. Alma School Rd. Suite 120
Mesa, AZ 85201 | P 480.833.3790
www.epsgroupinc.com
EPS GROUP

SURPRISE SELF STORAGE
SURPRISE, ARIZONA
RE-PLAT

Project:

Revisions:

Drawn by: CAJ
Reviewed by: RAJ

37495
ROBERT A. JOHNSTON
REGISTERED LAND SURVEYOR

Job No.
20-0880
RP01

Sheet No.
2
of 2

SURPRISE CASE FS20-702

SURPRISE
ARIZONA

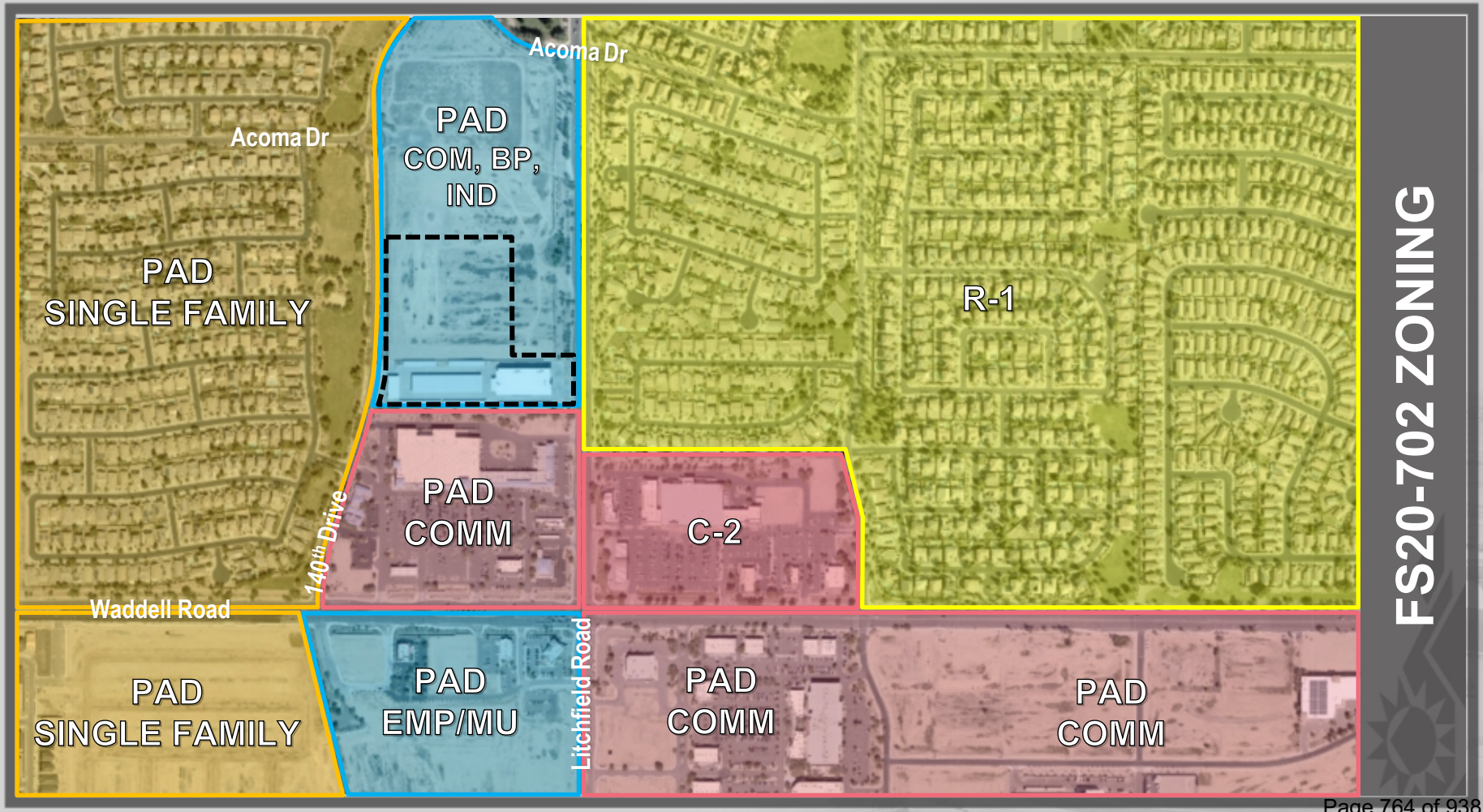
FS20-702
Surprise Storage & RV Addition
Final Plat

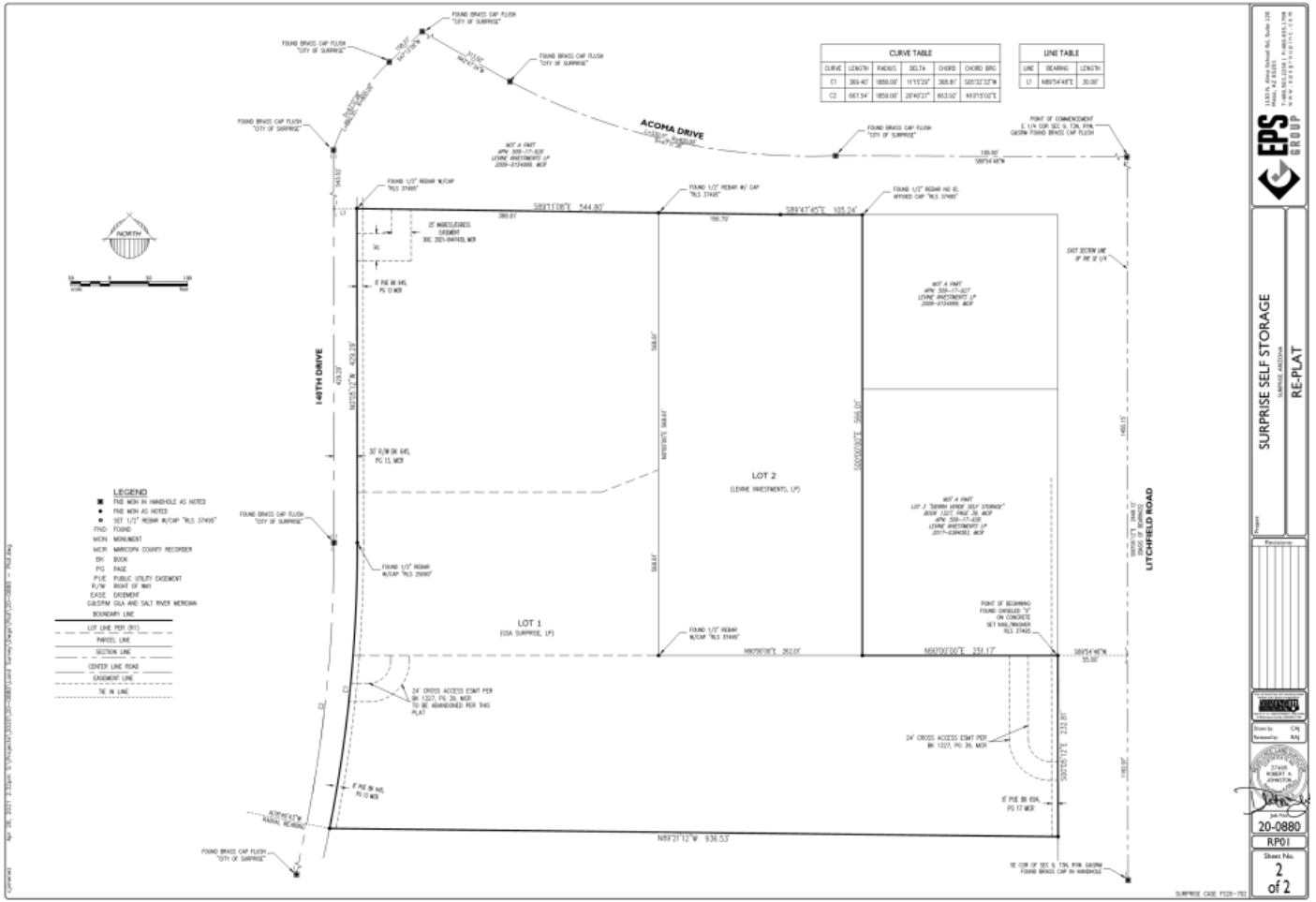
City Council

August 17, 2021



FS20-702 VICINITY MAP


Acoma Dr
PAD
COM, BP,
IND
Acoma Dr
PAD
SINGLE FAMILY
R-1
PAD
COMM
140th Drive
C-2
Waddell Road
PAD
SINGLE FAMILY
PAD
EMP/MU
Litchfield Road
PAD
COMM
PAD
COMM
FS20-702 ZONING



FS20-702 FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021
Submitting Department: Human Svcs and Comm Vitality
Staff Recommendations: None

Contact Person: Seth Dyson, DIRECTOR - HSCV
District: District 4

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

Agenda Wording:
Consideration and action pertaining to approval of a lease agreement with Mustard Seed Ministry, Inc. for the City to lease the property generally located at 12763, 12779, and 12785 West Grand Avenue (Maricopa County APN 501-22-089) and amending the Fiscal Year 2022 Contract Award Authority List by adding the Housing Support Center item in the amount of $152,500; Resolution # 2021-115.

Motion:
I move to approve Resolution #2021-115.

Background:
The Human Service and Community Vitality Department is proposing to enter into a lease agreement with Mustard Seed Ministry, Inc. and utilize federal funding to develop a Housing Support Center in Surprise to serve residents who are in need of housing services.

In response to the growing housing concerns and the impacts of the pandemic, HSCV is proposing to establish a Housing Support Center in the City of Surprise. The Housing Support Center will be a West Valley site for residents to access housing resources. Federal and State housing resources are available in Maricopa County, however many residents have difficulty accessing the resources, or lack the knowledge of how to access them. The Housing Support Center will provide assistance to residents to help prevent them from becoming homeless. Residents who have already become homeless will be offered services to quickly move them back into permanent housing.

Objective Analysis:
This action authorizes the city to enter into a lease agreement with Mustard Seed Ministry, Inc. in order to develop a Housing Support Center.

Policy Compliant:
This action is compliant with City and Council policy.

Financial Impact:
This item will allow for expenditures of up to $152,418 per year, for a period of 15 years, utilizing annual CDBG funding and rental revenue from the church sublease. Rent will remain unchanged for a period of 5 years and will be subject to a 1% increase annually thereafter provided that a market study

shows comparable lease rates in the area have increased.

Budget Impact:

Funding for the lease agreement, now and in the future, will be supported from the city's annual federal HUD Community Development Block Grant allocation. Additional support is provided from revenue associated with the church sublease.

FTE Impact:

N/A

ATTACHMENTS:

1. RES 2021-115 Mustard Seed Lease
2. Mustard Seed Lease
3. A New Leaf Introduction Surprise Aug 21
4. A New Leaf Introduction Surprise Aug 21

RESOLUTION # 2021-115

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH MUSTARD SEED MINISTRY, INC. TO LEASE THE PROPERTY GENERALLY LOCATED AT 12763, 12779, AND 12785 WEST GRAND AVENUE (MARICOPA COUNTY APN 501-22-089) AND AMENDING THE FISCAL YEAR 2022 CONTRACT AWARDING AUTHORITY LIST BY ADDING THE HOUSING SUPPORT CENTER ITEM IN THE AMOUNT OF $152,500.

WHEREAS, the City of Surprise and Mustard Seed Ministry, Inc., propose to enter into an agreement whereby the City would lease the property owned by Mustard Seed Ministry located at 12763, 12779, and 12785 West Grand Avenue, Surprise, Arizona (Maricopa County APN 501-22-089);

WHEREAS; entering into the lease would further the City's goal of establishing a Housing Support Center with a Coordinated Entry site that would serve the northwest valley and greater Surprise community;

WHEREAS, the City recognizes the importance of access to permanent support housing which will be improved with easier access to Coordinated Entry and local housing resources;

WHEREAS, the City will sublease to a non-profit partner to rehabilitate and operate the Housing Support Center which includes the Residential Facility and the Social Hall buildings depicted on Exhibit B to the "Lease Agreement Between the City of Surprise and Mustard Seed Ministry, Inc.," attached hereto as ***Exhibit B*** ("Lease");

WHEREAS, the City will sublease the Church building, also depicted on Exhibit B to the Lease, to the existing tenant, Gideon Missionary Baptist Church of Surprise;

WHEREAS, using Community Development Block Grant (CDBG) funding and rental revenue from the church sublease, the City will lease from Mustard Seed Ministry, Inc; for $152,418.00 per year for a period of 15 years with an option for an additional 15-year extension;

WHEREAS, the City and Mustard Seed Ministry, Inc. desire to enter into the Lease attached hereto as ***Exhibit B***;

WHEREAS, the FY2022 budget, including the FY2022 Contract Awarding Authority List, was adopted by Council Resolution #2021-87 on June 1, 2021; and

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

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

Section 1. The Lease Agreement Between the City of Surprise and Mustard Seed Ministry, Inc., attached hereto as ***Exhibit B***, is approved.

Section 2. The Mayor is authorized to execute the Lease and any other documents necessary to implement and effect the Lease on behalf of the City.

Section 3. That the statements and schedules attached as ***Exhibit A*** and incorporated by reference are adopted, the Fiscal Year 2022 Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2021 through June 30, 2022.

APPROVED AND ADOPTED this ___ day of _____, 2021.

_____
Skip Hall, Mayor

Attest:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

RESOLUTION # 2021-115

Exhibit A

1. Contract Awarding Authority List – Council approved $152,500 for the purpose of the Housing Support Center included on the Fiscal Year 2022 Contract Awarding Authority List. This amount was based on the lease with Mustard Seed Ministry, Inc.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
22481	Housing Support Center	$0	$152,500	$152,500

RESOLUTION #2021-115

EXHIBIT B

Lease Agreement Between the City of Surprise and Mustard Seed Ministry, Inc.

LEASE AGREEMENT BETWEEN THE CITY OF SURPRISE AND MUSTARD SEED MINISTRY, INC.

This Lease Agreement ("**Lease**") is entered into as of the _____day of _____, 2021 ("**Effective Date**") by and between the City of Surprise, Arizona, a political subdivision of the State of Arizona, located at 16000 N. Civic Center Plaza, Surprise, Arizona 85374 ("**City**"), and Mustard Seed Ministry, Inc., an Arizona non-profit corporation, whose business address is 12946 W. Santa Fe Dr., Surprise, Arizona 85378 ("**Owner**"). The City and Owner may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

Unless otherwise defined herein, capitalized terms used in this Lease shall have the meanings ascribed to them parenthetically or in Section 2.1 of this Lease.

RECITALS:

This Lease is entered into to further the City's goal of establishing a housing support center that would serve the greater Surprise community.

A. This long-term Lease will allow the City, and its subrecipient(s), to secure public funding, including United States Department of Housing and Urban Development ("**US HUD**") Community Development Block Grant ("**CDBG**") funds identified in the Catalog of Federal Domestic Assistance ("**CFDA**") as Program 14.218, from the United States Government under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383; 42 U.S.C. Ch. 69 § 5301, *et seq.*), to fund all or portions of this Lease, finance the Improvements to the Premises contemplated by this Lease, and operate the housing support center.

B. It is the Parties' intent that this long-term Lease qualify as an "acquisition" (24 CFR 570.201(a)) for purposes of CDBG funding pursuant to applicable Federal law and regulations.

ARTICLE 1 — LEASE OF THE PREMISES

§ 1.1. Premises. Owner hereby leases to City and City hereby leases from Owner, upon and in consideration of the terms and conditions contained herein, the surface of and air rights above that certain parcel of land, being Maricopa County Assessor Parcel No. 501-22-089, located at 12763 West Grand Avenue, 12779 West Grand Avenue, and 12785 West Grand Avenue in Surprise, Arizona, together, with a subsurface easement and right of support for such land and all improvements constructed thereon, consisting of approximately 56,515 square feet, and any and all other improvements presently existing thereon, situated within the land legally described on ***Exhibit A*** and depicted on ***Exhibit B***, which land is hereinafter called the "**Property**" and which Property, together with all

Improvements presently situated or to be constructed thereon is hereinafter referred to as the "**Premises**". The Premises are subject to, and further described by, the following:

A. Other covenants, restrictions, easements, agreements, and reservations of record as of the Effective Date.

B. Present and future building restrictions and regulations, zoning laws, ordinances, resolutions and regulations of the City of Surprise and all present and future ordinances, laws, regulations and orders of all boards, bureaus, commissions, and bodies of the City of Surprise and any county, state, or federal authority, now or hereafter having jurisdiction.

C. The condition and state of repair of the Premises as the same may be on the Commencement Date.

§ 1.2. Term. The term of this Lease shall commence on September 1, 2021 ("**Commencement Date**") and, shall expire the day preceding the fifteenth (15th) anniversary of the Commencement Date, unless this Lease is extended or sooner terminated. This Lease may be extended for an additional fifteen-year term provided the Parties agree to an extension in writing at least six months before expiration of the initial Term.

ARTICLE 2 — DEFINITIONS

§ 2.1. Definitions. For the purposes of this Lease, the following words shall have the definition and meaning hereafter set forth.

"**Applicable Laws**": As defined in Section 9.1.

"**Commencement Date**": As defined in Section 1.2.

"**Enforced Delay**": As defined in Section 28.1.

"**Event of Default**": As defined in Section 18.1.

"**Improvements**": As defined in Section 8.2.

"**Leasehold Estate**": The City's interest in this Lease, the leasehold estate in the Premises created hereby including the City's interest in, if any, pursuant to the terms of the Sublease, the Improvements.

"**Project**": As defined in Section 10.1.

"**Sublease**": Any agreement, written or oral, by which the City gives any person any rights of use or occupancy of or any benefit flowing from the Premises or a portion thereof, including a permit, license, or concession, including the Sublease.

"**Sublessee**": Any sublessee of the City, and its successors and assigns.

ARTICLE 3 — RENT

§ 3.1. Rent Calculation. The rental amount for the social hall building ("**Social Hall**") located at 12779 West Grand Avenue consisting of approximately 4,570 square feet, as depicted on ***Exhibit B***, and the multi-family residential structure ("**Residential Facility**") located at 12785 West Grand Avenue consisting of approximately 5,640 square feet, as depicted on ***Exhibit B***, shall be $0.95 per square foot. The rental amount for the church building ("**Church**") located at 12763 West Grand Avenue consisting of approximately 3,800 square feet, also as depicted on ***Exhibit B***, shall be $0.79 per square foot. The total annual rental payment ("**Rent**") shall be $152,418.00. The total monthly Rent shall be $12,701.50.

§ 3.2. Payment of Rent. Payment of Rent for the Church, as depicted on ***Exhibit B,*** shall begin on the Commencement Date and after this Lease has been approved by the City of Surprise City Council. Payment of Rent for the Social Hall and the Residential Facility, as depicted on ***Exhibit B,*** shall commence after all Project Improvements have been completed and a Certificate of Occupancy has been issued by the City, respectively, for the Social Hall and/or the Residential Facility, with the first payment due on the first day of the month following issuance of the Certificate of Occupancy. The Parties anticipate that a Certificate of Occupancy will first be issued for the Social Hall. Issuance of a Certificate of Occupancy for either the Social Hall or the Residential Facility will trigger the obligation of the City to commence paying Rent for that building.

§ 3.3. Rent Adjustments. The Rent shall remain the same for the first five years of this Lease, subject to being increased by 1% annually thereafter, provided a market study shows that comparable lease rates for the area have increased.

ARTICLE 4 — ADDITIONAL PAYMENTS

§ 4.1. "Additional Payments" Defined. City shall pay as Additional Payments during the Term, without notice (except as specifically provided) and without abatement, deduction or setoff (except as provided in Section 4.3), before any fine, penalty, interest, or cost may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof, all sums, impositions, costs, expenses and other payments and all taxes (including personal property taxes and taxes on rents, leases or occupancy, if any levied against City), assessments, special assessments, enhanced municipal services district assessments, water and sewer rents, rates and charges, charges for public utilities, excises, levies, licenses, and permit fees, and other governmental or quasi-governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which, at any time during the Term may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or with respect to, or become a lien on, the Premises or any part thereof, or any appurtenances thereto (all of which are

sometimes herein referred to collectively as "**Impositions**" and individually as an "**Imposition**") provided, however, that:

A. if, by law, any Imposition may at the option of City be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), City may exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and in such event, shall pay such installments as they become due during the Term before any fine, penalty, further interest or cost may be added thereto; and

B. any Imposition (including Impositions which have been converted into installment payments by City, as referred to in paragraph (A) of this Section 4.1) relating to a fiscal period of the taxing authority, a part of which period is included within the Term and a part of which is included in the period of time after the expiration of the Term shall (whether or not such Imposition shall be assessed, levied, confirmed, imposed upon or become a lien upon the Premises, or shall become payable, during the term) be adjusted between Owner and City as of the expiration of the Term, so that City shall pay that portion of such Imposition attributable to the Term and Owner shall pay the remainder thereof.

§ 4.2. Payments. City shall pay all Impositions directly to the taxing authority or authorities and simultaneously therewith provide Owner written notice of the payment.

§ 4.3. Contest. City, if it shall so desire, may contest the validity or amount of any Imposition, in which event, City may defer the payment thereof during the pendency of such contest to the extent permitted by and in accordance with applicable laws relating to the same. In such event, City shall provide Owner written notice of the protest and the outcome of same.

§ 4.4. Assessment Reduction. City may, if it shall so desire, endeavor at any time to obtain a lowering of an Imposition or any other tax or assessment upon the Premises for the purpose of reducing the amount thereof to the extent permitted by and in accordance with applicable law relating to the same. City shall be authorized to collect any refund payable as a result of any proceeding City may institute for that purpose and any such refund shall be the property of City to the extent to which it may be based on a payment made by City. In such event, City shall provide Owner written notice of the reduction.

ARTICLE 5 — INSURANCE

§ 5.1. City Obligation to Insure. City shall procure and maintain for the duration of this Lease, at City's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Lease by the City, its agents, subtenants, employees, contractors, licensees, or invitees in accordance with the insurance requirements set forth below:

City agrees to carry, at its expense, property insurance insuring any personal property of City, from loss arising from fire or other casualty. During the term of the Sublease(s), City's obligation to carry insurance under this Lease may be satisfied by Sublessee(s) carrying such insurance.

§ 5.2. Owner Insurance. Owner shall procure and maintain for the Term of this Lease property insurance for the Property, including the completed Improvements, insuring it against loss due to fire or other casualty in an amount equal to the full replacement value and shall maintain a commercial general liability policy or policies of insurance insuring against any and all losses, claims, demands or actions whatsoever for injury to or death of any one or more persons or for damage to the Property occurring on, or in connection with its use of the Premises in commercially reasonable amounts that are in keeping with prudent industry practice. The liability policy required to be carried by Owner hereunder shall name the City, and any Sublessee, as may be required by the City, as an additional insured.

§ 5.3. Failure to Maintain Insurance. If either Party fails or refuses to provide a copy of the renewal insurance certificates upon request, or otherwise fails or refuses to procure or maintain insurance as required by this Lease, the other Party shall have the right, at its election, and without notice, to procure and maintain such insurance. The premiums paid by the Party electing to acquire the insurance shall be due and payable from the other Party upon demand for payment. The Party acquiring the insurance shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer(s) and insured(s). The lapse or cancellation of any policy of insurance required herein shall be an event of default. No cure of such default can be accomplished unless a new or renewed policy is issued which specifically provides the required coverages for any liability arising during the lapsed or previously uncovered period.

ARTICLE 6 — SURRENDER

§ 6.1. Surrender--Removable Property. Upon the expiration of the Term or on the sooner termination thereof, City shall peaceably and quietly leave, surrender, and yield up to Owner all of the Premises, and shall repair all damage to the Premises caused by or resulting from the removal of any removable property of City, if any, normal wear and tear excepted. Owner shall not be required to remove any portion of the Improvements constituting real property except as expressly set forth herein.

§ 6.2. Waste. City shall not commit or suffer to be committed any material waste or impairment of the Premises (it being acknowledged that removal and demolition of any of the existing improvements on the Premises is expressly permitted with the advance written consent of Owner

§ 6.3. Title to Improvements. Upon the termination or expiration of this Lease, title to the Improvements on the Property shall automatically vest in Owner without the requirement of any deed, conveyance, or bill of sale thereon. However, if Owner or City

should reasonably require any such documents or instruments in confirmation thereof, City and Owner shall execute, acknowledge, and deliver the same.

§ 6.4. Survival of Provisions. The provisions of this Article 6 shall survive the expiration or any termination of this Lease.

ARTICLE 7 — OWNER'S PERFORMANCE FOR CITY

§ 7.1. Cures--Rights, Costs, and Damages. If City shall fail to pay any Imposition or make any other payment required to be made under this Lease or shall default in the performance of any other covenant, agreement, term, provision, limitation, or condition herein contained, Owner, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account and at the expense of City, immediately and without notice. Bills for any expense required by Owner in connection therewith, and bills for all such expenses and disbursements of every kind and nature whatsoever, including reasonable attorney's or administrative fees, involved in collection or endeavoring to collect the Additional Payments or any part thereof, or enforcing or endeavoring to enforce any right against City, under or in connection with this Lease, or pursuant to law, including (without being limited to) any such cost, expense, and disbursements involved in instituting and prosecuting summary proceedings, as well as bills for any property, material, labor, or services provided furnished, or rendered, or caused to be furnished or rendered, by Owner to City, with respect to the Premises and other equipment and construction work done for the account of City may be sent by Owner to City monthly, or immediately, at Owner's option, and shall be due and payable in accordance with the terms of said bills and if not paid when due the amount thereof shall immediately become due and payable as Additional Payments.

ARTICLE 8 — USES AND MAINTENANCE

§ 8.1. Absence of Warranties. City has leased the Premises after a full and complete examination thereof, as well as the title thereto and knowledge of its present uses. City accepts the same in the condition or state in which they now are without any representation or warranty, express or implied in fact or by law, by Owner and without recourse to Owner, as to the title thereto, the nature, condition, or usability thereof or the use or uses to which the Premises or any part thereof may be put. Owner shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises or to provide any off-site improvements, such as utilities or paving, or other forms of access to the Premises, other than what may already exist on the Execution Date or may otherwise be expressly agreed to in writing by Owner, throughout the Term. City hereby assumes the full and sole responsibility for the condition, construction, operation, repair, demolition, replacement, maintenance, and management of the Premises, including but not limited to the performance of all burdens running with the Property.

§ 8.2. Permitted Use. City shall have the right to sublease the Premises to one or more Sublessees for the purpose of allowing the Sublessee(s) to renovate the Social Hall

and complete the construction and/or renovation of the Residential Facility and related improvements (collectively, and together with such other improvements to the Property made from time to time by City under this Lease or by a Sublessee under a Sublease, the "**Improvements**") on the Premises and to use the Premises and the Improvements as a housing support center and housing facility in accordance with Applicable Laws and the terms of this Lease during the duration of the Term, including any extension thereof. Owner and City acknowledge and agree that City and any Sublessee(s) shall pay for all costs of constructing the Improvements.

Owner and City agree that the Church shall continue to be used as a church and maintained by Gideon Missionary Baptist Church of Surprise pursuant to a Sublease to be executed between the City, as Sublessor, and Gideon Missionary Baptist Church of Surprise, as Sublessee. However, if the City is unable to reach an agreement with Gideon Missionary Baptist Church of Surprise on the terms and conditions of a sublease, or upon expiration or earlier termination of a Sublease with Gideon Missionary Baptist Church of Surprise, City may, in its absolute discretion, either enter into a new sublease with another religious organization to use the Church as a church or change the use to a use consistent with the Project. Owner and City further agree that no structural changes will be made to the Church by the City or any Sublessee, unless the change has been approved in writing by Owner in advance of any construction work.

§ 8.3. Maintenance, Repairs. City shall take good care of the Premises and Improvements, make all repairs thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, and shall maintain and keep the Premises and Improvements and the sidewalks, curbs, and landscaping in good condition in accordance with City of Surprise standards and this Lease, whichever is more stringent.

ARTICLE 9 — COMPLIANCE

§ 9.1. City Obligations. City shall assume and perform any and all obligations under any covenants, easements, and agreements affecting the title to the Premises and shall diligently comply, at its own expense during the Term, with all present and future laws, acts, rules, requirements, orders, directions, ordinances, and/or regulations, ordinary or extraordinary, foreseen or unforeseen, (collectively "**Applicable Laws**"), concerning the Premises or any part thereof, or the use thereof, or the streets adjacent thereto, of any federal, state, municipal, or other public department, bureau, officer, or authority, or other body having similar functions, or of any liability, fire, or other insurance company having policies outstanding with respect to the Premises, whether or not such laws, acts, rules, requirements, orders, directions, ordinances and/or regulations require the making of structural alterations or the use or application of portions of the Premises for compliance therewith or interfere with the use and enjoyment of the Premises; provided, however, that City may, in good faith, contest the validity of any such law, act, rule, requirement, order, direction, ordinance, and/or regulation and, pending the determination of such contest, may

postpone compliance therewith, except that City shall not so postpone compliance therewith, as to subject Owner to the risk of any fine or penalty or prosecution for a crime.

§ 9.2. Certificate of Occupancy. City or its Sublessee(s), as applicable, shall obtain any Certificate of Occupancy or similar certificate or permit with respect to the Premises and Improvements, and in particular the Social Hall and the Residential Facility, which may at any time be required by any governmental agency having jurisdiction thereof (such certificate or permit being a "**Certificate of Occupancy**").

§ 9.3. Construction of Improvements; Management and Operation of Improvements. City shall ensure that any Improvements are constructed in accordance with Applicable Laws and, following the issuance of a Certificate of Occupancy, shall ensure that the Premises are prudently managed and operated and kept in good repair, reasonable wear and tear excepted.

ARTICLE 10 — CONSTRUCTION AND OPERATION OF IMPROVEMENTS

§ 10.1. Project. Owner and City acknowledge that the initial Improvements to the Property are to be renovation by the City and/or a Sublessee(s) of the Social Hall and completion and/or renovation of the Residential Facility, as depicted on ***Exhibit B***, to create a housing support center and related residential complex on the Premises ("**Project**"). City shall complete any of the initial Improvements, as necessary, during the Term in the event that this work is not completed by a Sublessee pursuant to a Sublease or otherwise. City shall enforce all of the terms and conditions relating to the construction and operation of the Project set forth in the Sublease, which shall incorporate the requirements set forth in Article 9 of this Lease. City will require any Sublessee to obtain any required approvals of the final plans and specifications for the Project by any and all federal, state, municipal, and other governmental authorities, offices, and departments having jurisdiction in the matter and shall, upon request from Owner, provide conformed copies of executed approvals (if any) to Owner. After the expiration or earlier termination of the Sublease, City may make such alterations or modifications to the Premises and Improvements as are permitted by Applicable Laws and otherwise comply with the terms of this Lease.

ARTICLE 11 — IMPAIRMENT OF OWNER'S TITLE

§ 11.1. No Liens. Subject to the right of contest and appeal, City shall not create, or suffer to be created or to remain, and shall discharge any mechanic's, laborer's, or materialman's lien which might be or become a lien, encumbrance, or charge upon the Premises or any part thereof or the income therefrom.

The provisions of this Article 11 are not intended to limit any rights City may have under Article 4 of this Lease.

§ 11.2. Discharge. If any mechanic's, laborer's, or materialman's lien shall at any time be filed against the Premises or any part thereof, City, within thirty (30) days after notice of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise (or shall commence and diligently pursue such actions as will achieve such result). City shall notify Owner in writing of its action to either satisfy or contest the lien and, if contested, of the matter's status on a monthly basis until concluded.

§ 11.3. No Implied Consent. Nothing contained in this Lease shall be deemed or construed in any way as constituting Owner's express or implied authorization, consent or request to any contractor, subcontractor, laborer or materialman, architect, or consultant, for the construction or demolition of any improvement, the performance of any labor or services or the furnishing of any materials for any improvements, alterations to or repair of the Premises or any part thereof.

§ 11.4. No Agency Intended. The Parties acknowledge that City is entitled to construct the Improvements and to sublease the Premises to one or more Sublessees. In connection therewith, the Parties agree that City is not the agent of Owner for the construction, alteration, or repair of any improvement which may be constructed upon the Premises, the same to be accomplished at the sole expense of City or its Sublessee(s).

ARTICLE 12 — INSPECTION

§ 12.1. Inspection and Entry. Owner may enter upon the Premises, or any part thereof, during regular business hours for the purpose of ascertaining their condition or whether City is observing and performing the obligations assumed by it under this Lease, all without hindrance or molestation from City or any Sublessee, provided that such entry does not interfere with City's business operations or the operations of any Sublessee and provided that Owner shall give City and any Sublessee at least seventy-two (72) hours written notice prior to any inspection of any building interior.

ARTICLE 13 — INDEMNIFICATION

§ 13.1. Indemnification of Owner.

City shall indemnify and save Owner and its officials, employees, and agents (collectively, the "**Indemnified Parties**"), harmless from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including property damage, personal injury and wrongful death and further including, without limitation, attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against any Indemnified Party by reason of the City's performance of its obligations under this Lease during the Term unless caused by the intentional conduct or misconduct, gross negligence, or active negligence of the Indemnified Party(ies) or a failure to act by the Indemnified Party(ies) when a duty to act is present. The provisions hereof shall survive the expiration or earlier termination of this Lease.

A. City will hold all goods, materials, furniture, fixtures, equipment, machinery, and other property whatsoever on the Premises at the sole risk of City and save the Owner and the other Indemnified Parties harmless from any loss or damage thereto by any cause whatsoever other than the negligence or willful conduct of Owner or an Indemnified Party(ies).

B. The obligations of City under this Section shall not in any way be affected by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting the Premises.

C. If any claim, action ,or proceeding is made or brought against Owner or any other Indemnified Party(ies), by reason of any event to which reference is made in this Section, then, upon demand by Owner, City, at its sole cost and expense, shall resist or defend such claim, action, or proceeding in the name of Owner and the Indemnified Party(ies), if necessary, by the attorneys for City's insurance carrier (if such claim, action or proceeding is covered by insurance), otherwise by such attorneys selected by City in its absolute discretion. Notwithstanding the foregoing, Owner may engage its own attorneys to defend it, and the other Indemnified Party(ies) or to assist in its defense at Owner's sole expense.

ARTICLE 14 — DAMAGE OR DESTRUCTION

§ 14.1. In the event that all or any portion of the Premises shall be totally or partially destroyed or damaged by fire or other insurable casualty, the City may choose to terminate this Lease by providing a written notice of termination to Owner within sixty (60) days of the casualty event. Alternatively, the Parties may agree to work cooperatively to rebuild or repair the damaged portions of the Premises using the proceeds of Owner's property insurance and other funds, as appropriate and available. In such event, the obligation of the City to pay Rent under this Lease for the destroyed or damaged portions of the Premises shall be abated and suspended during the time between the date of the casualty and the issuance of a Certificate of Occupancy for the rebuilt or repaired portions of the Premises.

ARTICLE 15 — CONDEMNATION

§ 15.1. Takings.

If all or any part of the Premises, the Improvements, or any right appurtenant thereto is taken, or there is a change in grade of road or other property abutting the Premises or the Improvements that adversely affects the use of the Premises or the Improvements, by any condemning authority, other than the City of Surprise ("**Condemning Authority**") (a) in the exercise of any right of eminent domain or condemnation by proceedings or otherwise, or (b) by agreement between Owner, City, any Sublessees, and/or the Condemning Authority (any such taking or other action, a "**Taking**"), this Lease shall terminate with

respect to the part of the Premises so taken, and City reserves unto itself the right to claim and prosecute its claim in all appropriate courts and agencies for any award or damages based upon loss, damage, or injury to its leasehold interest without impairing any rights of Owner for the taking or injury to the reversion (subject to and encumbered by this Lease). If Owner or City becomes aware of any actual, contemplated, or threatened Taking, it shall promptly notify the other Party. Owner shall not settle or compromise any Taking Award without the prior consent of City. Each party participating in the proceedings shall pay its own expenses.

§ 15.2. Temporary Taking. If there is a Taking of all or a part of the Premises or Improvements for a temporary period, this Lease shall continue in full force and effect without change as between Owner and City, and City shall be entitled to the entire Taking Award made for such use.

ARTICLE 16 — PROJECT CONTINUITY AND PURCHASE OPTION

§ 16.1. Ensuring Project Funding. The Parties understand and agree that the funding for the Project, including the Improvements to the Premises planned by the City, will be provided in substantial part by the United States Department of Housing and Urban Development ("**US HUD**") in the form of Community Development Block Grant ("**CDBG**") and other Federal funds. The Parties also understand and acknowledge that in order for the Project to receive and to continue to receive CDBG funding it is necessary that certain guarantees be created to ensure and promote continuation and viability of the Project throughout the Term of this Lease.

§ 16.2. Owner Consent to Liens. Upon the written request of the City during the initial Term of this Lease, Owner shall allow the City, US HUD, or any other lender identified by the City, to secure any funds granted or loaned for the Improvements by recording a lien against the Owner's fee interest in the Property, with any such lien to be removed or forgiven over time as may be provided by applicable law or regulations. It is anticipated that any such liens would be recorded during the first five years of the Term, depending on the progress of completion of the Improvements. Any liens so placed shall provide for release of the lien upon the expiration or earlier Termination of this Lease.

§ 16.3. City Purchase Option. The City understands and acknowledges that it is the Owner's intent to not sell the Property during the Term of this Lease. However, in order to further secure the continuity of the Project and its continued eligibility for CDBG funding, Owner agrees that should it decide to sell all or any part of the Property during the Term, the City shall have a legally enforceable option to purchase all or any part of the Property to be offered for sale by Owner at a price to be determined based upon an appraisal undertaken at the time that excludes any value attributable to Improvements made or funded by the City.

§ 16.4. Purchase Option Procedure. In the event that Owner elects to sell all or any part of the Property, Owner shall promptly notify the City in writing of its intent to

sell. The City shall respond to Owner in writing within ten business days of its receipt of the Owner's notice and advise whether the City will or will not purchase the Property or portion thereof. If the City elects to purchase, the City will promptly engage an independent appraiser to undertake an appraisal of the then current fair market value of the Property or portion thereof sought to be sold less the value attributable to any Improvements made by the City. The completed appraisal will be presented to Owner along with a purchase contract for the appraised value. If Owner disagrees with the appraisal, Owner may engage its own appraiser to undertake a second appraisal. In such event, the sales price will be the average of the two appraisals, and the final purchase contract will be submitted as soon as possible to the Surprise City Council for approval. If the City declines to purchase, the City shall so notify Owner in writing within ten business days of receipt of the Owner's notice. If the City does not respond within ten business days of receipt, Owner may proceed with selling the Property or portion thereof. If the City declines to purchase, any sale by Owner to a third party shall be expressly made subject to the then remaining Term of this Lease.

ARTICLE 17 — ASSIGNMENT, SUBLETTING, MORTGAGE

§ 17.1. Transfers by City. City may effect a transfer, conveyance, assignment, sublease, or other pledge, encumbrance, or disposal of all or a portion of its interest in this Lease without the prior consent of Owner ("**Transfer**"), provided that no Transfer shall be binding upon Owner unless such assignee or purchaser shall deliver to the Owner a recordable instrument which contains a covenant of assumption by said assignee or purchaser to such effect, but the failure or refusal of such assignee or purchaser to deliver such instrument shall not release or discharge such assignee or purchaser from its obligations and liability as above set forth. Upon recordation of the assumption instrument, the City shall be released from liabilities and obligations under this Lease accruing thereafter, and the assignee shall be and become and remain liable for the payment of all rents and other sums payable hereunder and for the due performance of all the covenants, agreements, terms, and provisions hereof on City's part to be performed throughout the remainder of the term. The provisions hereof shall be operative for and apply to each subsequent assignment.

§ 17.2. Subleases. City may sublease the Premises in its absolute discretion with or without the consent Owner. City shall use good faith efforts to enter into a sublease with Gideon Missionary Baptist Church of Surprise for continued occupancy and use of the church building, as depicted on ***Exhibit B.*** If the City and Gideon Missionary Baptist Church should be unable to reach agreement on the terms and conditions of a new sublease, the Parties agree that the City will make a good faith effort to secure a different church to sublease and occupy the Church, as depicted on ***Exhibit B***. If the City should be unable to secure another church, the Parties agree that the City may repurpose the Church for another use consistent with the Project.

§ 17.3. Obligations of Assignee. If this Lease is assigned, in whole or in part, Owner may and hereby is empowered to collect all amounts due hereunder from the assignee.

§ 17.4. Rights of Lenders. Owner is aware that a Sublessee may obtain financing or refinancing for acquisition, development, and/or construction of the Project and/or the Improvements to be constructed on the Premises, in whole or in part, from time to time, by one or more persons (individually any persons providing financing to a Sublessee is referred to as a "**Lender**", and collectively the "**Lenders**"). If there is an Event of Default under this Lease, Owner shall provide notice of such Event of Default, at the same time notice is provided to City and/or a Sublessee(s), to all Lenders who are designated by City or a Sublessee in a written notice to Owner as being entitled to be deemed a Lender hereunder.

§ 17.5. Owner's Lien Waiver. At City's request, Owner agrees to execute a form of landlord's lien waiver with respect to City's or a Sublessee's financing of any property located on the Premises.

§ 17.6. Fee Financing. During the Term, Owner shall not mortgage or otherwise encumber its fee simple interest in the Premises (the "**Fee Estate**"). As a condition to the performance of City's obligations under this Lease, Owner shall cause any existing mortgage or other encumbrance on the Fee Estate hereto to be removed or subordinated to the Leasehold Estate in writing on terms satisfactory to City.

§ 17.7. Encumbrance of Lease by City or a Sublessee. Owner further acknowledges that the City or a Sublessee may be required to execute and deliver various documents to be recorded against City's Leasehold Estate or a Sublessee's Leasehold Estate including, without limitation, land use restriction agreements, mortgages and deeds of trust (the "**Encumbrances**"), including financing documents that may encumber the Owner's Fee Estate for a specified term of years. City may encumber its Leasehold Interest created by this Lease without the prior consent of Owner. A Sublessee may encumber its Subleasehold Estate in accordance with a Sublease without the further consent of Owner. In every case in which City places a mortgage or deed of trust upon its Leasehold Estate, City shall provide Owner with copies of the recorded mortgage or deed of trust and the names and addresses of the mortgagees or beneficiaries thereof (any Lender identified in such a mortgage or deed of trust being a "**Lienholder**").

A. **Lender's Liability**. No Lienholder shall be or become liable to Owner as an assignee of this Lease or otherwise unless it expressly assumes by written instrument executed by Owner and Lienholder such liability (in which event the lienholder's liability shall be limited to matters occurring during the period of time during which it is the owner of the leasehold interest created thereby); provided, however, that an assumption shall be assumed upon a foreclosure or other appropriate proceedings in the nature thereof or as the result of any other action or remedy provided for by such leasehold mortgage or other

instrument or from a conveyance from City pursuant to which the purchaser at foreclosure or grantee shall acquire the rights and interest of City under the terms of this Lease.

B. **Notice of Default to Lienholders**. If an Event of Default has occurred under this Lease and has not been cured as provided in this Lease, Owner agrees to give written notice of such default to the Lienholder under any such mortgage or deed of trust, whose name and address shall be furnished to Owner by City in accordance with Section 17.7. Owner shall not terminate this Lease, re-enter the Premises, or exercise any other remedy available at law which would affect City's rights under this Lease provided any Lienholder has cured said default within the time allowed City for same hereunder or within thirty (30) days after receipt of said notice of default by said Lienholder, whichever is greater, provided, however, that, if a Lienholder has commenced the cure of such default but is unable to complete such cure within such thirty (30) day period, Lienholder shall be permitted such additional time thereafter as is reasonably necessary to cure such Default (the "**Lienholder's Cure Period**") so long as a Lienholder is diligently and continuously pursuing the same. Owner agrees to accept any Lienholder's cure of a default. In furtherance of the foregoing, Owner agrees that it shall not terminate this Lease, exercise any remedies or cause or accept a surrender of the City's Leasehold Estate under this Lease due to the occurrence of a City default so long as a Lienholder commences the foreclosure of its leasehold mortgage, deed of trust or other Encumbrance during the ninety (90) day period after the expiration of the Lienholder's Cure Period (for purposes of such requirement the filing of a complaint to judicially foreclose or the publishing of the first required notice for foreclosure by advertisement, shall be deemed commenced) and completes such foreclosure with reasonable diligence (the time for completion by Lienholder being continued so long as Lienholder is enjoined or stayed by law or court order or otherwise delayed by an unavoidable delay and thereafter so long as Lienholder proceeds to completion with reasonable diligence), provided that Lienholder pays, upon Owner's written demand, all delinquent Rent and other sums then due and owing under this Lease, and continues to pay all Rent and other sums due and owing and performs all other obligations of City which can reasonably be performed without possession of the Premises and Improvements or appointment of a receiver and are not personal to City arising through the date of foreclosure. Such foreclosure proceedings may be commenced by Lienholder without the consent of Owner. Furthermore, Lienholder shall have the right to assign or transfer the leasehold interest to a purchaser at or subsequent to a foreclosure sale.

C. **Attornment**. Owner further agrees that, should said Lienholder or its designee acquire City's interest in the Leasehold Estate through a foreclosure of such mortgage or deed of trust or any transfer in lieu thereof, said Lienholder or its designee shall have the right to attorn to Owner, provided said Lienholder or its designee cures all defaults of City under this Lease existing at the time of such attornment, which are within the power of said Lienholder or its designee to cure, and Owner will accept such attornment, and said Lienholder or its designee and Owner shall have the same rights and obligations toward one another which they would have had had this Lease been entered into with Owner, as landlord, and said Lienholder or its designee, as tenant.

Notwithstanding the foregoing, no Lienholder shall be responsible for any indemnification obligations arising from acts or omissions of City prior to the time such Lienholder succeeded to possession and control of the Premises.

§ 17.8. Estoppel Certificate to Lienholders. At any time within ten (10) business days after written notice of request by a Lienholder to Owner, Owner shall execute, acknowledge, and deliver to Lienholder a certificate that shall: (i) confirm that Owner consents to the mortgage loan; (ii) identify the terms of this Lease; (iii) identify all documents evidencing this Lease; (iv) certify that there have been no unapproved changes in the Lease; (v) confirm that this Lease is in full force and effect; (vi) confirm that there are no known defaults, and no defaults pending under the terms of this Lease (and no conditions existing which but for the passage of time or the giving of notice would result in a default under this Lease); (vii) confirm the date through which Rent has been paid; and (viii) contain such other provisions as may be reasonably necessary to satisfy any requirement that is not already contained in this Lease.

ARTICLE 18 — DEFAULT BY CITY

§ 18.1. Events of Default. The happening of any one of the following events (herein called an "**Event of Default**") shall be considered a material breach and default by City under this Lease:

A. ***Monetary Default***. If default shall be made in the due and punctual payment of Rent or any Additional Payments and such default continues for thirty (30) days after written notice thereof to City; or

B. ***Non-Monetary Default***. If default shall be made by City in the performance of or compliance with any of the covenants, agreements, terms, limitations, or conditions hereof other than those referred to in the foregoing subsection (A), and such default shall continue for a period of thirty (30) days after written notice thereof from Owner to City (provided, that if City proceeds with due diligence during such thirty (30) day period to substantially cure such default and is unable by reason of the nature of the work involved, to cure the same within the required thirty (30) days, City's time to do so shall be extended by the time reasonably necessary to cure the same as reasonably determined by Owner).

§ 18.2. Notice and Termination. Upon the occurrence of one or more Event of Default listed in Section 18.1, Owner at any time thereafter, but not after such default is cured, may give written notice ("**Second Notice**") to City specifying such Event(s) of Default and stating that this Lease shall expire and terminate on the date specified in such notice, which shall be at least forty five (45) days after the giving of such Second Notice, and, upon the date specified in such Second Notice, this Lease and all rights of City under this Lease shall expire and terminate as though such date were the date originally set forth herein for the termination hereof.

§ 18.3. City Liability. Expiration or termination of this Lease shall relieve City of its liabilities or obligations under this Lease from and after the date of expiration or termination with the exception of those liabilities which by the express terms of this Lease survive any such expiration or termination.

§ 18.4. No Implied Waiver. Any failure by Owner to insist upon the strict performance of any covenant, agreement, term, or condition hereof or to exercise any right or remedy consequent upon a breach hereof, and no acceptance of any payments from City during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No covenant, agreement, term, or condition hereof to be performed or complied with by Owner or City, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by the party to be charged therewith. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term, limitation, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach hereof.

§ 18.5. Remedies Cumulative. In the event of any breach by City of any of the covenants, agreements, terms, or conditions hereof, Owner shall be entitled to enjoin such breach and shall have the right to seek specific performance by City of its obligations under this Lease. Owner may not seek nor shall be entitled to any award of monetary damages from City, except for payment of unpaid Rent or Additional Payments or any other monetary amount expressly provided for under the terms of this Lease.

§ 18.6. Specific Performance. If a default is not commenced to be cured within thirty (30) calendar days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a reasonable period of time after commencement, Owner may, at its option, thereafter (but not before) commence an action for specific performance of the terms of this Lease pertaining to such default.

ARTICLE 19 — DEFAULT BY OWNER

§ 19.1. Limitations of Owner's Liability. The term "Owner," as used herein, so far as Owner's covenants and agreements hereunder are concerned, shall be limited to mean and include only the owner or owners of the fee title to the Premises or those having the right of immediate possession in a pending condemnation action at the time in question.

§ 19.2. Remedies. In the event of any breach by Owner of any of the covenants, agreements, terms, or conditions hereof, City shall be entitled to enjoin such breach or seek specific performance of any duty not timely performed by Owner after written notice to cure. Under no circumstances may City or any Sublessee seek or be awarded monetary damages against Owner.

ARTICLE 20 — UNENFORCEABLE TERMS

§ 20.1. Severability. Owner and City each believes that the execution, delivery, and performance of this Lease are in compliance with all Applicable Laws. However, in the unlikely event that any provision of this Lease is declared void or unenforceable (or is construed as requiring either Party to do any act in violation of any applicable law, including any constitutional provision, law, regulation, County or City Code), such provision shall be deemed severed from this Lease and this Lease shall otherwise remain in full force and effect; provided that this Lease shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the parties as if such severance and reformation were not required. Unless prohibited by Applicable Laws, the parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Lease, as reformed.

ARTICLE 21 — NOTICES

§ 21.1. Notices. Any notice, request, demand, statement, or consent herein required or permitted to be given by either party to the other hereunder, except as pursuant to Article 12, shall be in writing signed by or on behalf of the party giving the notice and addressed to the other parties to the at the address as set forth below:

City:

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

And

Seth Dyson
Director of Human Services and Community Vitality
City of Surprise
12425 W. Bell Road, Bldg. A, Ste. #124
Surprise, Arizona 85374

City of Surprise
Attn: City Attorney
16000 N. Civic Center Plaza
Surprise, Arizona 85374

Owner:

Ms. Valentine S. Terrones-Trent
Mustard Seed Ministry, Inc.
P.O. Box 27
El Mirage, Arizona 85335

Each party may by notice in writing change its address for the purpose of this Lease, which address shall thereafter be used in place of the former address. Each notice, demand, request, or communication which shall be mailed to any of the aforesaid shall be deemed sufficiently given, served, or sent for all purposes hereunder two (2) business days after it shall be mailed by United States registered or certified mail, postage prepaid, in any post office or branch post office regularly maintained by the United States Government, upon personal delivery, or one business day after deposit with any commercial air courier or express service.

§ 21.2. Notice to Curing Parties. When, under the terms of this Lease, any Notice is required or permitted to be given to a Curing Party, it is the intention of the parties that such notice shall be required to be given to all Curing Parties.

ARTICLE 22 — CONDITION

§ 22.1. Condition of Premises. City represents that the Premises, any sidewalks, the title to the Premises, parking areas adjoining the same, any subsurface conditions thereof, and the present uses and nonuses thereof, have been examined by City and that City accepts the same in the condition or state in which they or any of them may be on the date of the execution of this Lease, without representation or warranty, express or implied in fact or by law, by Owner and without recourse to Owner, as to the nature, condition, or usability thereof or the use or uses to which the Premises or any part thereof may be put.

§ 22.2. Quiet Enjoyment. Subject to all of the conditions, terms, and provisions contained in this Lease, Owner covenants that City, upon paying the Rent and Additional Payments and observing and keeping all terms, covenants, agreements, limitations, and conditions hereof on its part to be kept, shall quietly have and enjoy the Premises during the Term, without hindrance or molestation by Owner.

ARTICLE 23 — ESTOPPEL

§ 23.1. Estoppel Certificates. Owner or City may request, at any time, from one another a certificate evidencing whether or not:

A. The Lease is in full force and effect along with the amount and current status of the Rent and any Additional Payments due hereunder;

B. The Lease has been modified or amended in any respect or describing such modifications or amendments, if any; and

C. There are any existing defaults thereunder, to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any.

Such certificates shall include such other information as either party reasonably requires. The party receiving such a request shall cooperate with the requesting party and shall deliver a written response within twenty (20) days of such request.

ARTICLE 24 — CONSENTS

§ 24.1. Parties and Notice. Whenever the consent or approval of a party to this Lease is required or reasonably requested under this Lease, if they fail to notify the other party in writing within forty-five (45) days (except where a longer period is otherwise specified herein for the giving of such consent or approval) after the giving of a written request therefor in the manner specified herein for the giving of notice, it shall be concluded that such consent or approval has been given.

§ 24.2. No Unreasonable Withholding. Wherever in this Lease the consent or approval of either party is required, such consent or approval shall not be unreasonably withheld nor delayed, except where otherwise specifically provided. The remedy of the party requesting such consent or approval, in the event such party should claim or establish that the other party has unreasonably withheld or delayed such consent or approval, shall be limited to injunction or declaratory judgment and in no event shall such other party be liable for a money judgment.

ARTICLE 25 — INTENTIONALLY OMITTED

ARTICLE 26 — MISCELLANEOUS

§ 26.1. Right of Cancellation. All parties hereto acknowledge that this agreement is subject to cancellation by City pursuant to the provisions of §38-511, Arizona Revised Statutes.

§ 26.2. Owner's Representations and Warranties. Owner hereby represents, warrants, covenants and agrees that (a) its execution of the Lease will not violate any agreement to which Owner is a party; (b) there is no litigation pending against Owner which would have a material impact on the Project, the Premises, or Owner's ability to perform its obligations under this Lease, or with respect to the Premises; (c) there is no pending taking of the Premises; (d) other than City and Gideon Missionary Baptist Church of Surprise, there is no tenant who would have any right of claim to possession or use of the Premises; (e) there are no unpaid special assessments touching, concerning, or relating to the Premises.

§ 26.3. Exculpatory Provision – City. Owner acknowledges that in the event of a default under this Lease, of any kind or nature whatsoever, Owner shall look solely to City for remedy or relief; and that no Surprise City Council Member, elected official, officer, agent, or employee of the City of Surprise shall be liable to Owner, or any successor in interest to City, including any Sublessee, in any way due to a default by City under this Lease.

§ 26.4. Legal Actions. Any legal action instituted pursuant to this Lease shall be brought in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona in Phoenix, Arizona. The prevailing party in such action shall be reimbursed by the non-prevailing party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court. This Lease shall be construed and enforced in accordance with the laws of the State of Arizona.

§ 26.5. Entire Agreement. This Lease, together with its Exhibits and all documents incorporated herein by reference, contains the entire agreement between Owner and City and any executory agreement hereafter made between Owner and City shall be ineffective to change, modify, waive, release, discharge, terminate, or effect an abandonment of this Lease, in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, waiver, release, discharge, termination, or the effect of the abandonment is sought.

§ 26.6. Captions. The captions of Articles and Sections in this Lease are inserted only as a convenience and for reference and they in no way define, limit, or describe the scope of this Lease or the intent of any provision thereof. References to Articles and Section numbers are to those in this Lease unless otherwise noted.

§ 26.7. Execution and Delivery. This Lease shall bind City upon its execution thereof. City shall be bound only after it executes and delivers the Lease to Owner.

§ 26.8. Amendments. This Lease shall not be amended or modified without the express written consent of City and Owner.

§ 26.9. Exhibits and Incorporation. The following exhibits and schedules, which are attached hereto or are in the possession of the Owner and City, are incorporated herein by reference as though fully set forth:

Exhibit A -- Legal Description of the Property
Exhibit B -- Depiction of Improvements on the Property

ARTICLE 27 — INTENTIONALLY OMITTED

ARTICLE 28 — ENFORCED DELAY

§ 28.1. Enforced Delay; Extension of Time of Performance. Whether stated or not, all periods of time in this Lease are subject to this Section. Neither Owner nor City, as the case may be, shall be considered to have caused an Event of Non-Performance with respect to its obligations under this Lease (or to have failed to meet any required date of performance) in the event of enforced delay ("**Enforced Delay**") due to (1) causes beyond its reasonable control and without its negligent or intentional failure to comply with Applicable Laws, including, but not restricted to, acts of God, acts of public enemy, acts of the Federal, state or local government, acts of the other party, litigation or other action authorized by law concerning the validity and enforceability of this Lease or relating to transactions contemplated hereby (including the effect of petitions for initiative or referendum), fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, act of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or ecoterrorism), nuclear radiation, declaration of national emergency or national alert, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the action of any governmental body on behalf of any public, quasi-public, or private entity, or declaration of moratorium or similar hiatus directly affecting the Premises (whether permanent or temporary) by any public, quasi-public or private entity; (2) the discovery of Regulated Substances on, at or affecting the Premises not disclosed by any applicable environmental assessment or otherwise known by or disclosed to the party or parties affected thereby; the discovery of funerary objects or archaeological resources or artifacts on, at or affecting the Premises requiring repatriation, study, removal or further acts mandated by federal or state law; or the discovery of Endangered Species on, at or affecting the Premises; (3) the order, judgment, action, or determination of any court, administrative agency, governmental authority or other governmental body (collectively, an "**Order**") which delays the completion of the work or other obligation of the party claiming the delay; or the suspension, termination, interruption, denial, or failure of renewal (collectively, a "**Failure**") of issuance of any permit, license, consent, authorization, or approval necessary to City's undertakings pursuant to this Lease, unless it is shown that such Order or Failure is the result of the failure to comply with Applicable Laws or to fully comply with the applicable application requirements by the party claiming the delay; provided, however, that the contesting in good faith of any such Order or Failure shall not constitute or be construed or deemed as a waiver by a party of Enforced Delay; and (4) the denial of an application, failure to issue, or suspension, termination, delay or interruption other than by or from Maricopa County or the Surprise City Council or one of its departments, divisions, agencies, commissions or boards (collectively, a "**Denial**") in the issuance or renewal of any permit, approval or consent required or necessary in connection with City's or a Sublessee's undertakings pursuant to this Lease or any Sublease, if such Denial is not also the result of the failure to

comply with Applicable Laws or to fully comply with the applicable application requirements by the party claiming the delay; provided that the contesting in good faith or the failure in good faith to contest any such Denial shall not constitute or be construed or deemed as a waiver by a Party of Enforced Delay. In no event will Enforced Delay include any delay resulting from general economic or market conditions, unavailability for any reason of particular tenants or purchasers of portions of the Project, nor from the unavailability for any reason of particular contractors, subcontractors, vendors, investors, or lenders desired by City in connection with the Project, it being agreed that City will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the party claiming delay shall be extended for a period of the Enforced Delay; provided that the party seeking the benefit of the provisions of this Section 28.1 shall, within thirty (30) days after such party knows of any such Enforced Delay, first notify the other party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; provided, however, that either party's failure to notify the other of an event constituting an Enforced Delay shall not alter, detract from or negate its character as an Enforced Delay if such event of Enforced Delay were not known or reasonably discoverable by such party.

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE 1 OF 2 TO LEASE

"Owner"

MUSTARD SEED MINISTRY, INC,
an Arizona non-profit corporation

By: Valentine S Terrones-Trent
Valentine S. Terrones-Trent, President

STATE OF ARIZONA)
) ss:
County of Maricopa)

On this 20th day of July, 2021, before me personally appeared Valentine S. Terrones-Trent, President of MUSTARD SEED MINISTRY, INC., an Arizona non-profit corporation, for and on behalf of, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document on behalf of the corporation.

[Affix notary seal here]

Notary Public

DANIEL TURCZYNOWSKY
Notary Public - Arizona
Maricopa County
My Comm. Expires Oct 20, 2021

Signatures continue on following page.

SIGNATURE PAGE 2 OF 2 TO LEASE

"City

CITY OF SURPRISE

By_____
Skip Hall, Mayor

ATTEST:

_____
Sherry Ann Aguilar, City Clerk

APPROVED AS TO FORM:

_____
Robert Wingo, City Attorney

STATE OF ARIZONA)
) ss:
County of Maricopa)

On this _____ day of _____, 2021, before me personally appeared Skip Hall, the Mayor of the City of Surprise, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document on behalf of the municipal corporation.

[Affix notary seal here]

_____
Notary Public

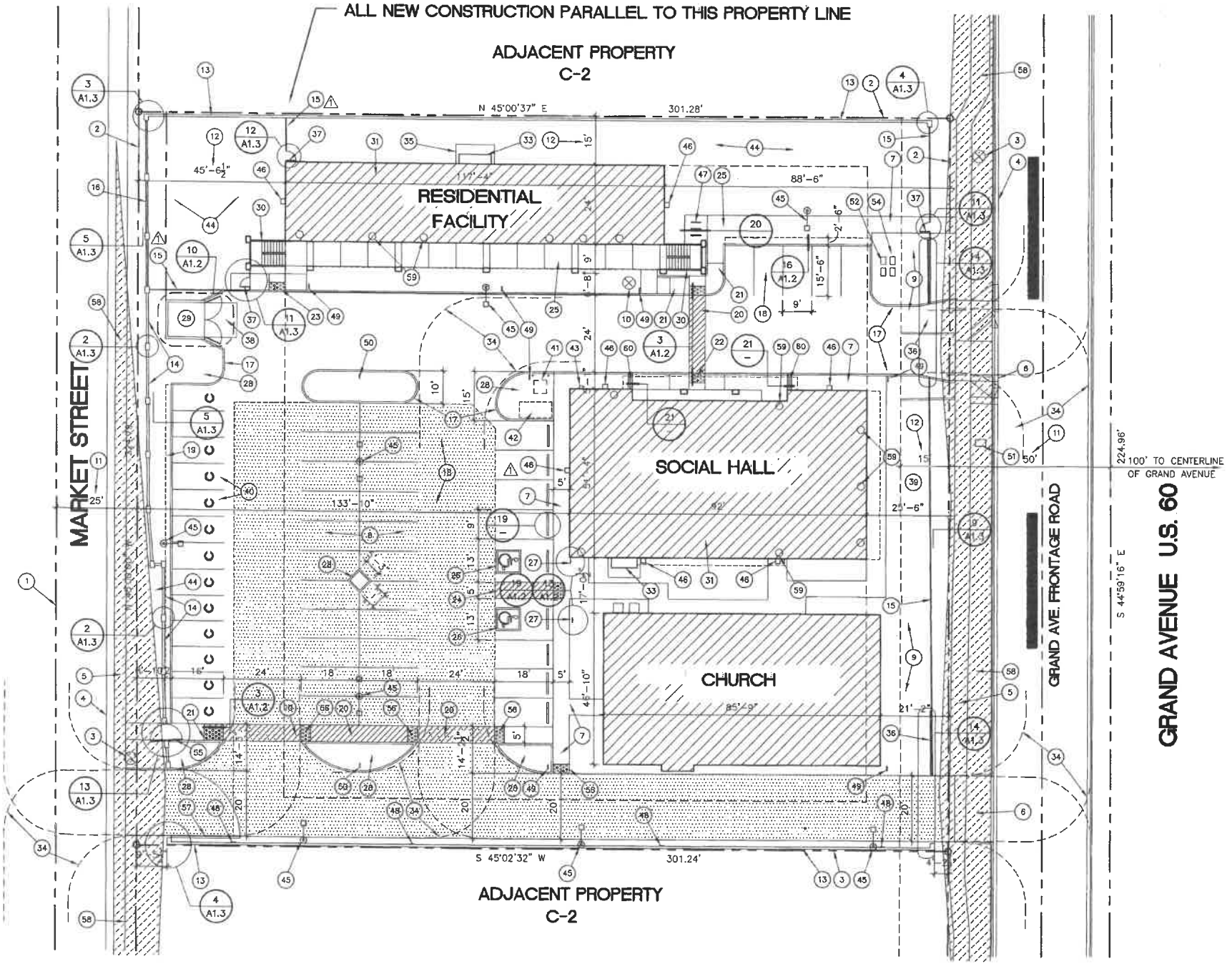
Exhibit A to Lease

Legal Description of the Property

Lot 1 Mustard Seed Ministries Book 1104 Page 44

Exhibit B to Lease

Depiction of Existing Improvements on the Property



SITE PLAN

SCALE : 1"=20'-0"

a new leaf

HOUSING • HEALTH • COMMUNITY SERVICES

Presenter:

Kathy DiNolfi, Chief Program Officer

Mission

"Helping Families… Changing Lives."

Vision

A New Leaf's vision is to support the community's needs and to create meaningful opportunities for change and long-term stability and well-being through a continuum of relevant and effective services, and in collaboration with other organizations and civic leaders.

a new leaf

HOUSING · HEALTH · COMMUNITY SERVICES



a new leaf

- Celebrating 50 Years of Service

- 30+ Programs Across the Valley
  - shelter & Housing
  - Domestic & Sexual Violence
  - Mental & Physical Health
  - Education
  - Financial Empowerment
  - Family Support
  - Foster Care

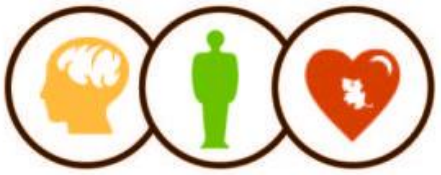
33,941 Community Members Served Last Year



1,728 families & individuals in need of emergency shelter & supportive housing



15,914 survivors of domestic violence, sexual assault & human trafficking



5,392 low-income adults, children, & families in need of behavioral health & primary care



188 low-income children & adults in need of education opportunities



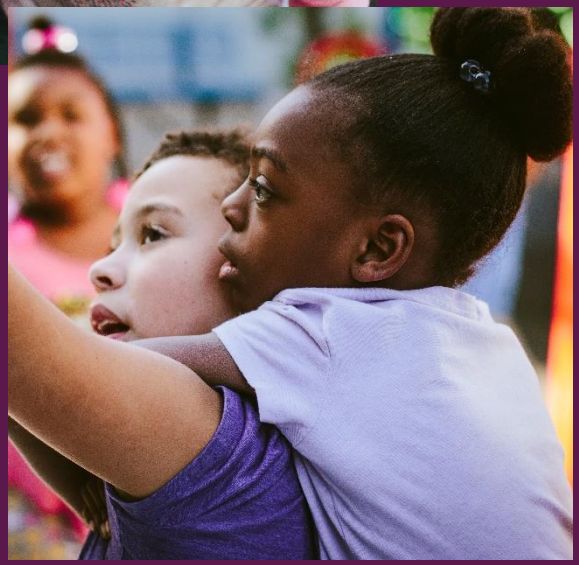
9,497 low-income & working poor households in need of financial empowerment



1,222 low-income & at-risk families in need of family support services

Integrated Behavioral Health and Primary Care Services





Counseling & Primary Care Clinics

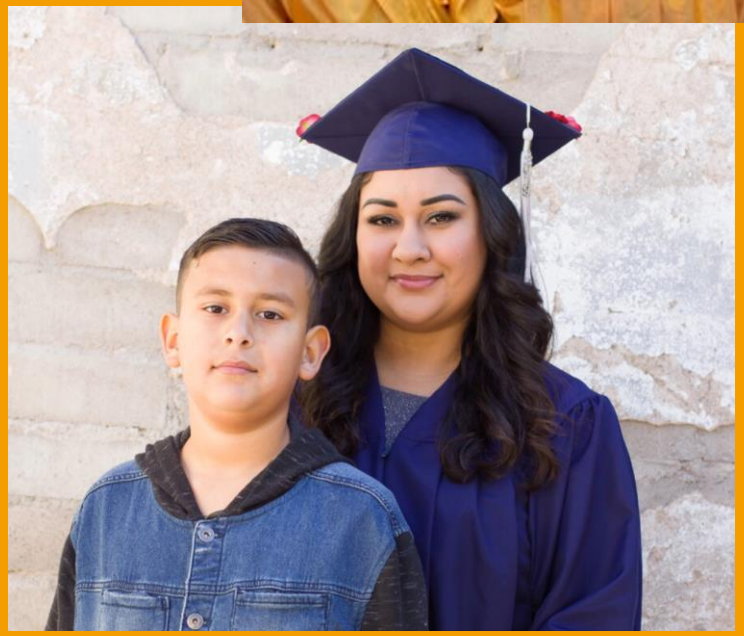
- La Mesita Family Care Clinic
- Dorothy B. Mitchell Family Care Clinic
- West Valley Family Care Clinic

Therapeutic Behavioral Health After School & Summer Programs:

- La Mesita After School Program
- East Valley After School Program

Education





Phoenix Day Early Childhood Education Center

GED, ACT, SAT Prep Classes

College Advisement & Enrollment Assistance

Matched College Savings Program

Domestic Violence, Sexual Assault & Human Trafficking Services

SAFE-DVS Crisis Hotline

Autumn House shelter

Faith House Women's shelter

DVSTOP - Overflow shelter

Domestic Violence Court Advocacy

Community Alliance Against Family Abuse

Sexual Violence Survivor Advocacy & Support Services



Financial Empowerment Services

Employment Assistance

BankWork$ Career Training Program

Greater Economic Mobility Program

Financial Literacy & Budget Coaching

VITA – Tax Assistance

Business Development Services

Rent & Utility Financial Assistance



Family Support Services



Building Resilient Families

Family Preservation

Family Stability Program

Parent Aide

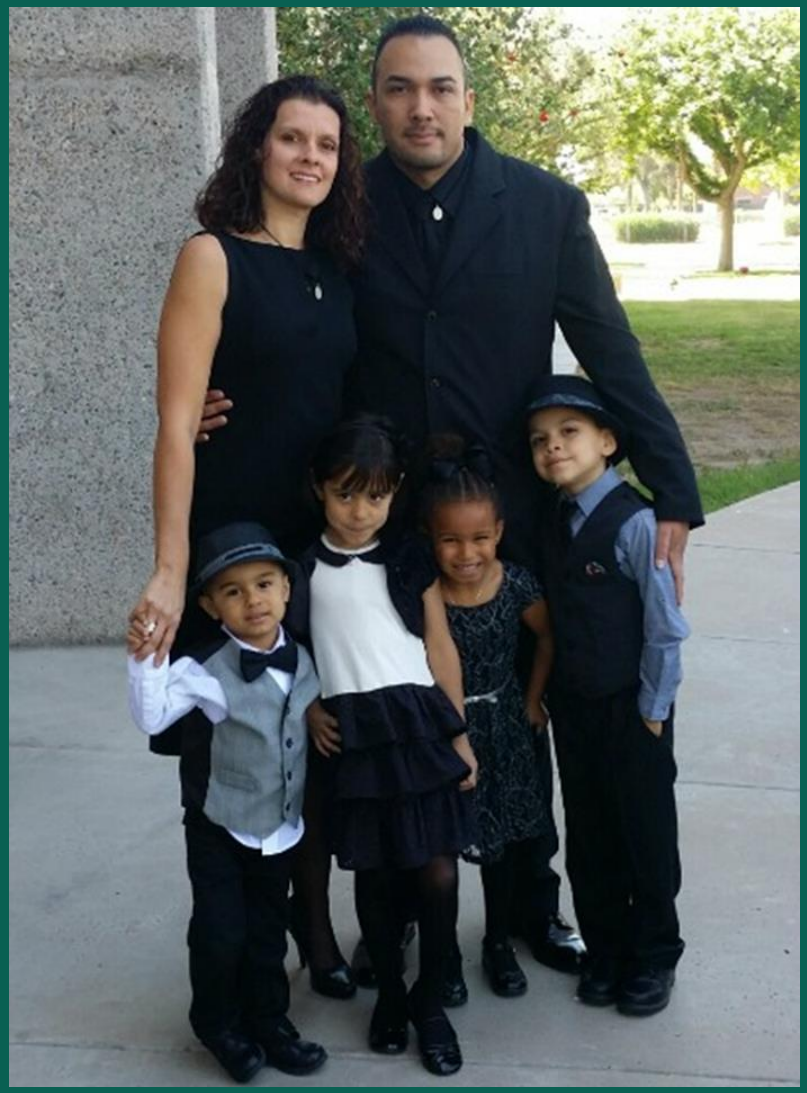
Supervised Visitation Program

Parents and Children Teaming Together

Foster Care Services

Traditional & Kinship Foster Care Licensing

Transitional & Therapeutic Foster Care



Homeless Campus Services

La Mesita Family Campus

East Valley Men’s Center

Youth Refugee Campus

NEW – Campus in Surprise



Supportive Housing Services



La Mesita Affordable & Permanent Supportive Housing

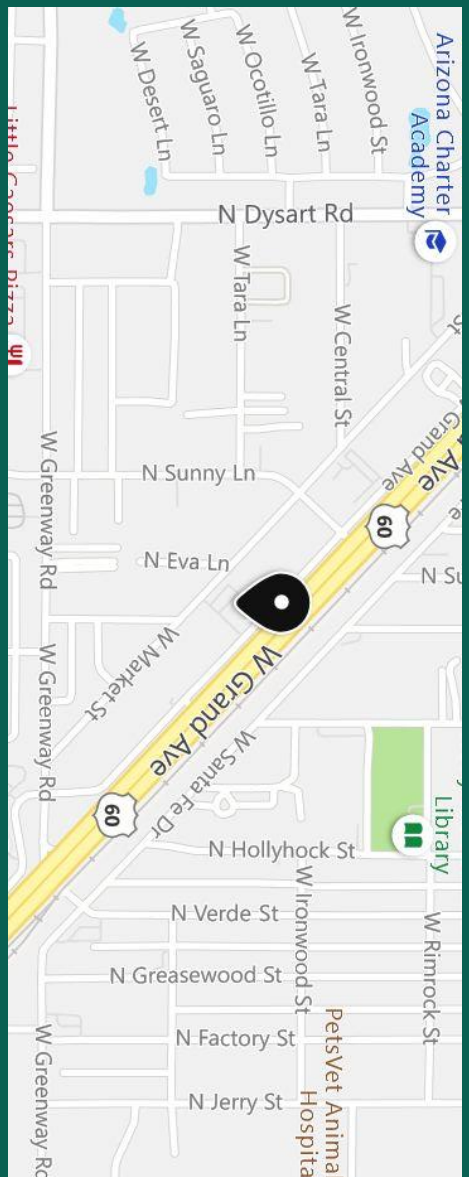
Desert Leaf Permanent Supportive Housing

Mesa Artspace Lofts Affordable Supportive Housing

Rapid Re-Housing

Tenant Based Rental Assistance

Surprise Housing Support Center



Housing

- Seven apartment-style units for women and children who are experiencing homelessness.
- Up to two, single female adults with children may share a unit if appropriate.
- Additionally, placement for single females with no children may be considered.

Day Resource Center

- Support services will be available to facility residents who are experiencing hardships related to the pandemic.
- Proposed onsite services include:
  - Case management
  - Employment assistance
  - Budget coaching
  - Assistance with applying for public benefits
  - Transportation assistance
  - Access to computers
  - Access site for WIC and SNAP
  - A Coordinated Entry site for assessing, and referring individuals and families to appropriate need-based housing interventions in Maricopa County

Questions???

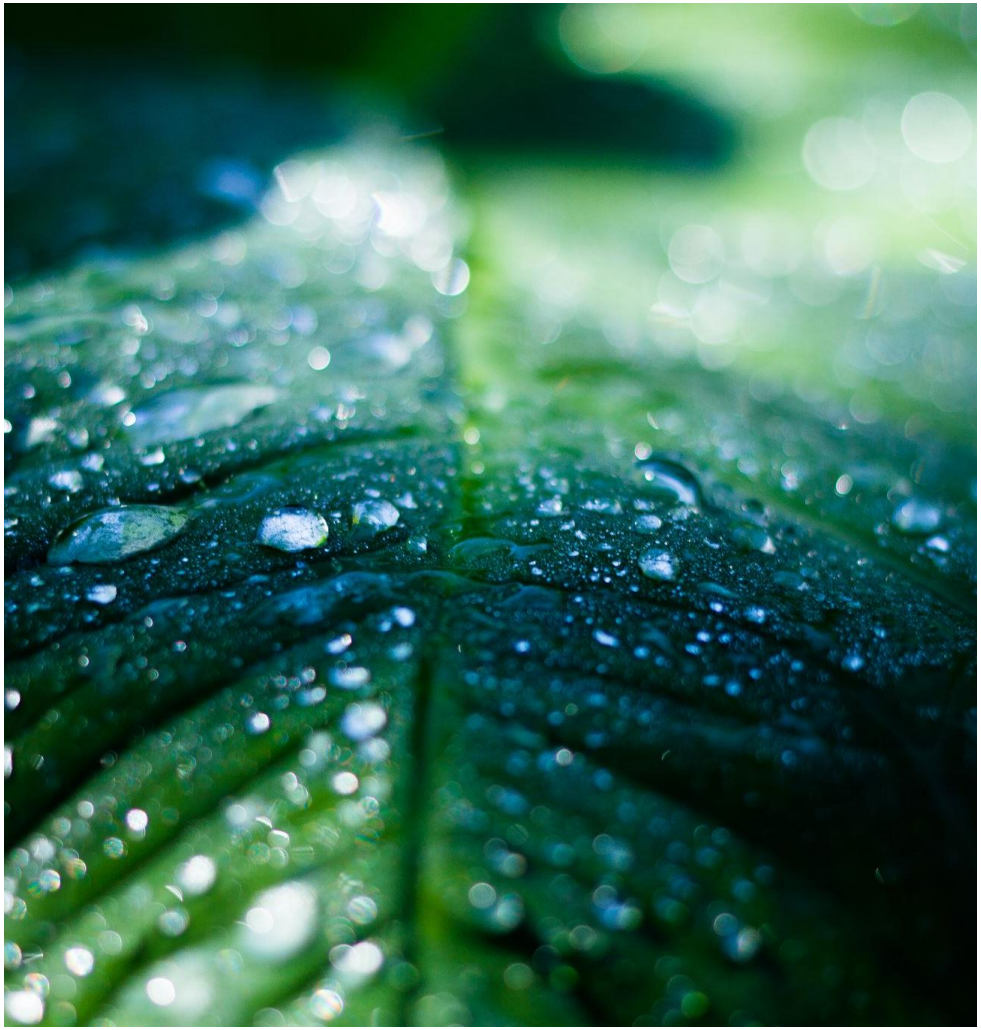
Kathy DiNolfi

Chief Program Officer

A New Leaf

kdinolfi@turnanewleaf.org

480-477-4007



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a new leaf

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- 30+ Programs Across the Valley
  - shelter & Housing
  - Domestic & Sexual Violence
  - Mental & Physical Health
  - Education
  - Financial Empowerment
  - Family Support
  - Foster Care

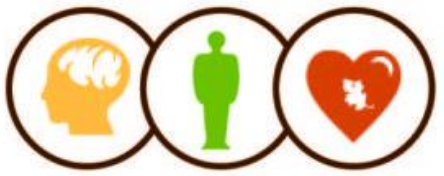
33,941 Community Members Served Last Year



1,728 families & individuals in need of emergency shelter & supportive housing



15,914 survivors of domestic violence, sexual assault & human trafficking



5,392 low-income adults, children, & families in need of behavioral health & primary care



188 low-income children & adults in need of education opportunities



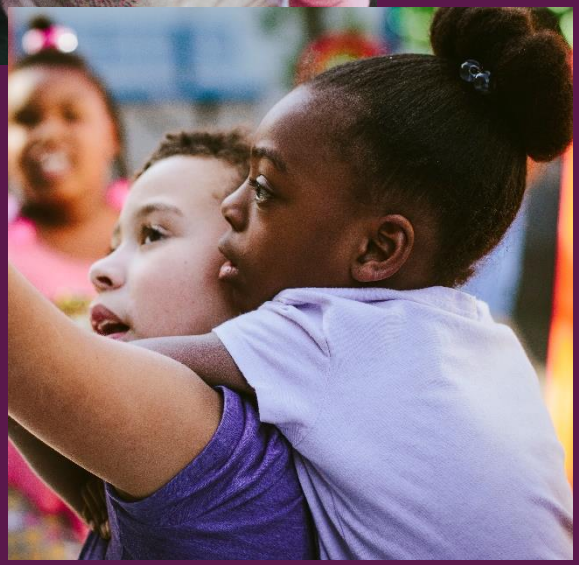
9,497 low-income & working poor households in need of financial empowerment



1,222 low-income & at-risk families in need of family support services

Integrated Behavioral Health and Primary Care Services





Counseling & Primary Care Clinics

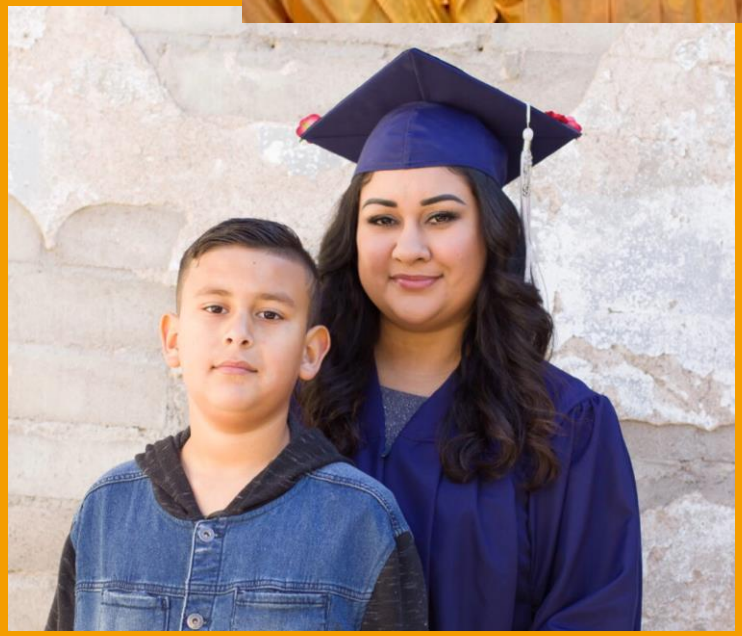
- La Mesita Family Care Clinic
- Dorothy B. Mitchell Family Care Clinic
- West Valley Family Care Clinic

Therapeutic Behavioral Health After School & Summer Programs:

- La Mesita After School Program
- East Valley After School Program

Education





Phoenix Day Early Childhood Education Center

GED, ACT, SAT Prep Classes

College Advisement & Enrollment Assistance

Matched College Savings Program

Domestic Violence, Sexual Assault & Human Trafficking Services



SAFE-DVS Crisis Hotline

Autumn House shelter

Faith House Women’s shelter

DVSTOP - Overflow shelter

Domestic Violence Court Advocacy

Community Alliance Against Family Abuse

Sexual Violence Survivor Advocacy & Support Services

Financial Empowerment Services

Employment Assistance

BankWork$ Career Training Program

Greater Economic Mobility Program

Financial Literacy & Budget Coaching

VITA – Tax Assistance

Business Development Services

Rent & Utility Financial Assistance



Family Support Services



Building Resilient Families

Family Preservation

Family Stability Program

Parent Aide

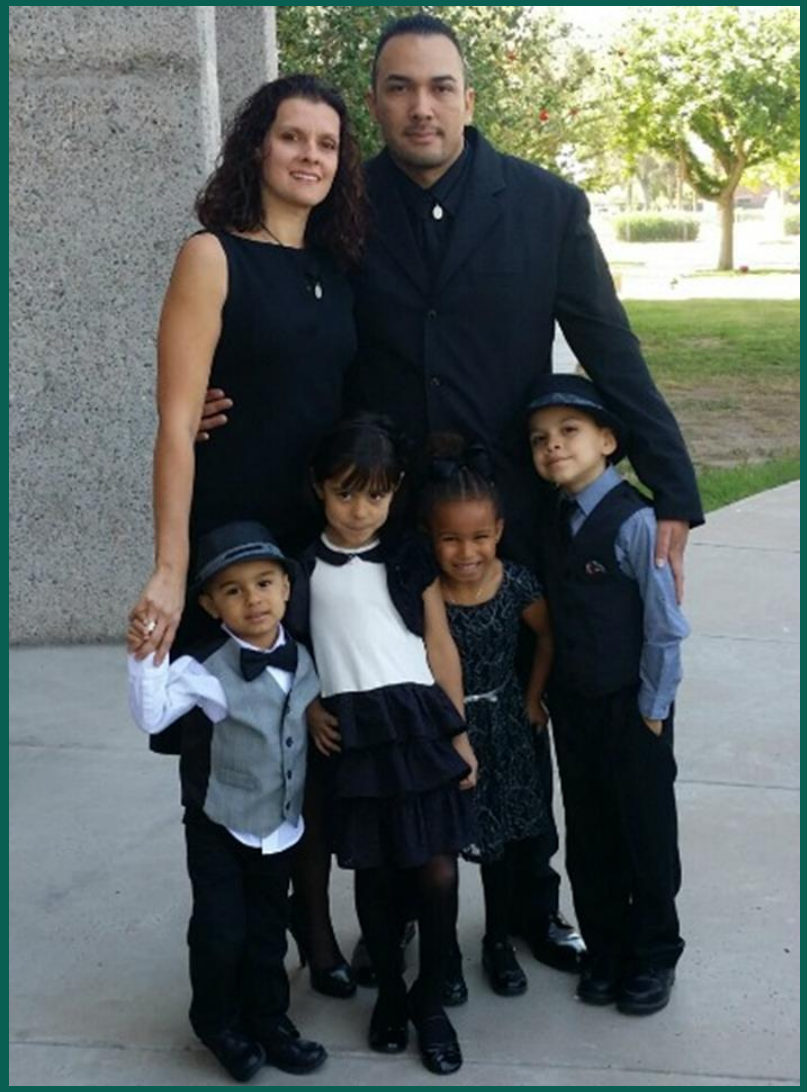
Supervised Visitation Program

Parents and Children Teaming Together

Foster Care Services

Traditional & Kinship Foster Care Licensing

Transitional & Therapeutic Foster Care



Homeless Campus Services

La Mesita Family Campus

East Valley Men’s Center

Youth Refugee Campus

NEW – Campus in Surprise



Supportive Housing Services



La Mesita Affordable & Permanent Supportive Housing

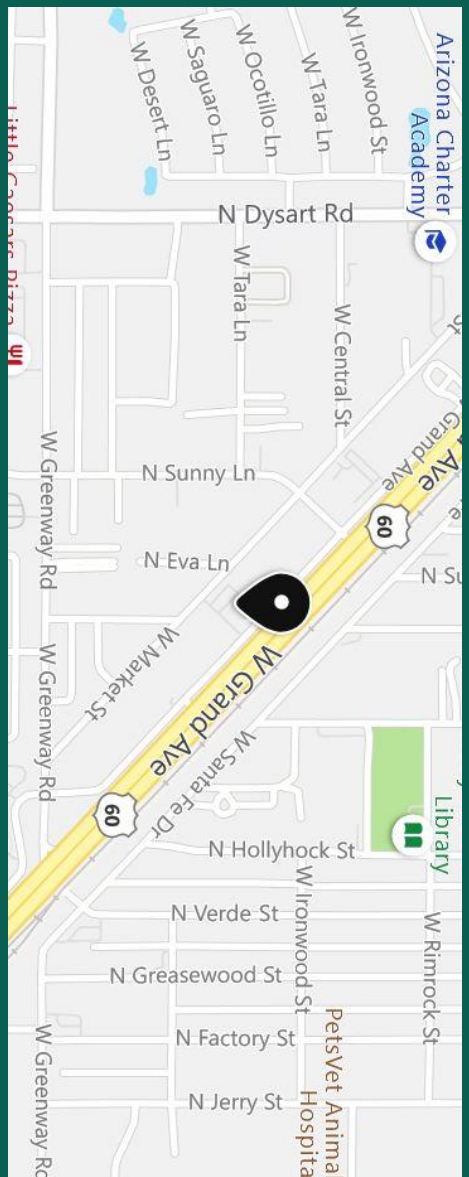
Desert Leaf Permanent Supportive Housing

Mesa Artspace Lofts Affordable Supportive Housing

Rapid Re-Housing

Tenant Based Rental Assistance

Surprise Housing Support Center



Housing

- Seven apartment-style units for women and children who are experiencing homelessness.
- Up to two, single female adults with children may share a unit if appropriate.
- Additionally, placement for single females with no children may be considered.

Day Resource Center

- Support services will be available to facility residents who are experiencing hardships related to the pandemic.
- Proposed onsite services include:
    - Case management
    - Employment assistance
    - Budget coaching
    - Assistance with applying for public benefits
    - Transportation assistance
    - Access to computers
    - Access site for WIC and SNAP
    - A Coordinated Entry site for assessing, and referring individuals and families to appropriate need-based housing interventions in Maricopa County

Questions???

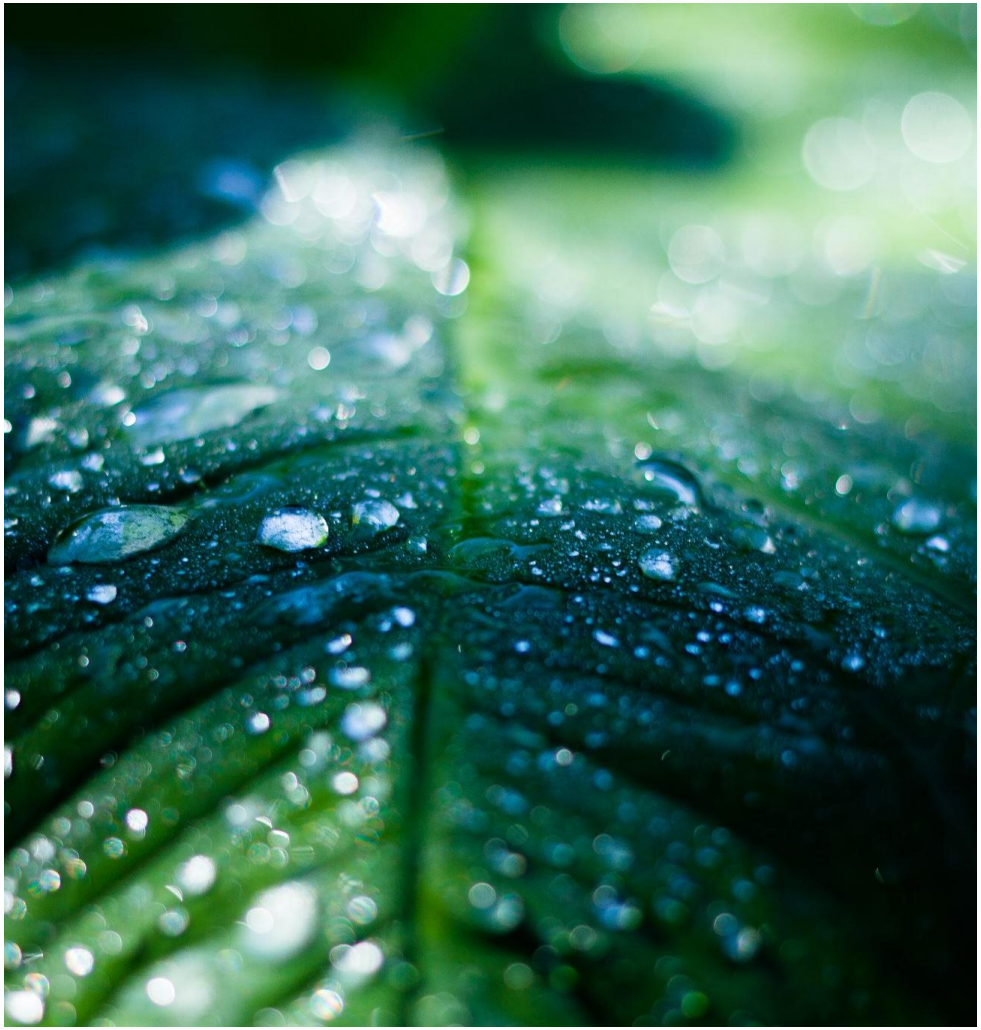
Kathy DiNolfi

Chief Program Officer

A New Leaf

kdinolfi@turnanewleaf.org

480-477-4007



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021
Submitting Department: Human Svcs and Comm Vitality
Staff Recommendations: None

Contact Person: Seth Dyson, DIRECTOR - HSCV
District: District 4

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

Agenda Wording:
Consideration and action pertaining to approval of a sublease with Gideon Missionary Baptist Church of Surprise for the property located at 12779 West Grand Avenue to be leased by the City from Mustard Seed Ministry; and amending the Fiscal Year 2022 budget by moving budget authority of $36,100 from Contingency within the General Fund to the Human Service & Community Vitality Department to accept rental fee revenue and pay rent on the building; Resolution # 2021-116.

Motion:
I move to approve Resolution # 2021-116.

Background:
The Human Service and Community Vitality Department is proposing to enter into a lease agreement with Mustard Seed Ministry, Inc. and utilize federal funding to develop a Housing Support Center in Surprise to serve residents who need housing services.

The leased property includes three buildings, one of those is a church building that is currently occupied by Gideon Missionary Baptist Church.

Objective Analysis:
This action authorizes the City to enter into a sublease with Gideon Missionary Baptist Church.

Policy Compliant:
This action is compliant with City and Council Policy.

Financial Impact:
This item will allow for revenue and expenditures of up to $36,024 per year. Rent amount to the church will remain unchanged throughout the lease term of 5 years.

Budget Impact:
The allocations represent the moving of budget authority in the amount of $36,100 within the General Fund to cover projected revenue and expenditure for the sublease of the Housing Support Center adjacent building. The action represents a transfer of spending authority and does not increase or

decrease the total adopted citywide expenditure budget.

FTE Impact:

N/A

ATTACHMENTS:

1. Res 2021-116 Gideon Missionary Baptist Sublease
2. Gideon Baptist Sublease

RESOLUTION # 2021-116

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO A SUBLEASE WITH GIDEON MISSIONARY BAPTIST CHURCH OF SURPRISE FOR PROPERTY LOCATED AT 12779 WEST GRAND AVENUE TO BE LEASED BY THE CITY; AND AMENDING THE FISCAL YEAR 2022 BUDGET BY MOVING BUDGET AUTHORITY OF $36,100 FROM CONTINGENCY WITHIN THE GENERAL FUND TO THE HUMAN SERVICE & COMMUNITY VITALITY DEPARTMENT TO ACCEPT RENTAL FEE REVENUE AND PAY RENT ON THE CHURCH BUILDING.

WHEREAS, the City of Surprise plans to enter into a lease with Mustard Seed Ministry, Inc., for certain improved property located at 12763, 12779, and 12785 West Grand Avenue (Maricopa County APN 501-22-089) ("Leased Property") which lease is the subject of Resolution #2021-115;

WHEREAS, the Leased Property currently includes three buildings: 12763 West Grand Avenue (Church); 12779 West Grand Avenue (Social Hall); and 12785 West Grand Avenue (Residential Facility);

WHEREAS, the Church at 12763 West Grand Avenue is currently rented by Mustard Seed Ministry, Inc. to Gideon Missionary Baptist Church of Surprise for $36,024 per year, payable in monthly installments;

WHEREAS, after the City leases the Leased Property from Mustard Seed Ministry, Inc., the City desires to sublease the Church to Gideon Missionary Baptist Church of Surprise for the same annual rent of $36,024 per year, payable in monthly installments, for a period of five (5) years with an option for two additional five-year extensions;

WHEREAS, the sublease by the City to Gideon Missionary Baptist Church of Surprise would be pursuant to the "Sublease Agreement Between the City of Surprise and Gideon Missionary Baptist Church of Surprise" attached hereto as ***Exhibit B***;

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. The Sublease Agreement Between the City of Surprise and Gideon Missionary Baptist Church of Surprise attached hereto as ***Exhibit B***, is approved.

Section 2. The Mayor is authorized to execute the Sublease and any other documents necessary to implement and effect the Sublease on behalf of the City.

Section 3. 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, 2021 through June 30, 2022.

APPROVED AND ADOPTED this _____day of _____, 2021.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

RESOLUTION # 2021-116
Exhibit A

1. Appropriation - The allocations below represent the moving of budget authority in the amount of $36,100 within the General Fund to cover projected expenditures for the lease of the Housing Support Center and adjacent buildings. 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	Human Svcs and Comm Vitality	Charges for Services	R	-	36,100	36,100
General Fund	Human Svcs and Comm Vitality	Services	E	-	36,100	36,100
Contingency	General Operations	Contingency	E	25,000,000	(36,100)	24,963,900
Contingency	General Operations	Other	R	25,000,000	(36,100)	24,963,900
			Expense Total	**25,000,000**	**-**	**25,000,000**
			Revenue Total	**25,000,000**	**-**	**25,000,000**

RESOLUTION #2021-116

Exhibit B

Sublease Agreement Between the City of Surprise and Gideon Missionary Baptist Church of Surprise

SUBLEASE AGREEMENT BETWEEN THE CITY OF SURPRISE AND GIDEON MISSIONARY BAPTIST CHURCH OF SURPRISE

This Sublease Agreement ("**Sublease**") is entered into as of the _____day of _____, 2021 ("**Effective Date**") by and between the City of Surprise, Arizona, a political subdivision of the State of Arizona, located at 16000 N. Civic Center Plaza, Surprise, Arizona 85374 ("**City**"), and Gideon Missionary Baptist Church of Surprise, an Arizona non-profit corporation, whose business address is 12763 N W Grand Avenue, Surprise, Arizona 85374 ("**Sublessee**"). The City and Sublessee may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

Unless otherwise defined herein, capitalized terms used in this Lease shall have the meanings ascribed to them parenthetically or in Section 2.1 of this Lease.

RECITALS

A. The City has leased certain improved real property being Maricopa County Assessor Parcel No. 501-22-089, located at 12763 West Grand Avenue, 12779 West Grand Avenue, and 12785 West Grant Avenue in Surprise, Arizona ("**Property**"), from Mustard Seed Ministry, Inc., an Arizona non-profit corporation, pursuant to that certain "Lease Agreement Between the City of Surprise and Mustard Seed Ministry, Inc." dated _____, ___, 2021 ("**Primary Lease**"). The Property is legally described on the attached ***Exhibit A*** and is depicted on the attached ***Exhibit B***.

B. Sublessee has been and is currently occupying and conducting business within the Church building located on the Property at 12763 N W Grand Avenue, Surprise, Arizona 85374 ("**Subleased Premises**"), pursuant to a Lease Short Form by and between Sublessee and Mustard Seed Ministry, Inc. dated January 18, 2018, which expired by its own terms on January 31, 2019, but which has continued on a month-to-month basis since its expiration and is still in effect.

C. The City is willing to allow and Sublessee desires to continue its use and occupancy of the Subleased Premises pursuant to the terms and conditions of this "Sublease Agreement Between the City of Surprise and Gideon Missionary Baptist Church of Surprise," which the Parties intend to extinguish, supersede, and replace the Lease Short Form dated January 18, 2018.

ARTICLE 1 — LEASE OF THE PREMISES

§ 1.1. Subleased Premises. City hereby subleases to Sublessee and Sublessee hereby subleases from City, upon and in consideration of the terms and conditions contained herein, that portion of the Property located at 12763 N W Grand Avenue in Surprise, Arizona, consisting of approximately 3,800 square feet, and any and all improvements presently existing thereon, situated within the land legally described on

Exhibit A and depicted on ***Exhibit B*** as the Church, which land and improvements are hereinafter called the "**Subleased Premises.**" The Subleased Premises are subject to, and further described by, the following:

A. Other covenants, restrictions, easements, agreements, and reservations of record as of the Effective Date.

B. Present and future building restrictions and regulations, zoning laws, ordinances, resolutions and regulations of the City of Surprise and all present and future ordinances, laws, regulations and orders of all boards, bureaus, commissions, and bodies of the City of Surprise and any county, state, or federal authority, now or hereafter having jurisdiction.

C. The condition and state of repair of the Subleased Premises as the same may be on the Commencement Date.

§ 1.2. Term. The term of this Sublease shall commence on September 1, 2021 ("**Commencement Date**") and, shall expire the day preceding the fifth (5th) anniversary of the Commencement Date, unless this Sublease is extended or sooner terminated. This Sublease may be extended for up to two additional five-year terms provided the Parties agree to an extension in writing at least six months before expiration of the initial Term and any subsequent Term.

ARTICLE 2 — DEFINITIONS

§ 2.1. Definitions. For the purposes of this Sublease, the following words shall have the definition and meaning hereafter set forth.

"**Applicable Laws**": As defined in Section 9.1.

"**Commencement Date**": As defined in Section 1.2.

"**Enforced Delay**": As defined in Section 28.1.

"**Event of Default**": As defined in Section 18.1.

"**Sublease**": This Sublease and any other agreement, written or oral, by which the City gives any person any rights of use or occupancy of or any benefit flowing from the Property, or a portion thereof, including a permit, license or concession, including the Sublease.

"**Sublessee**": Sublessee and any other sublessee of the City, and its successors and assigns.

ARTICLE 3 — RENT

§ 3.1. Rent Calculation. The rental amount for the church building ("**Church**") located at 12763 N W Grand Avenue consisting of approximately 3,800 square feet, as depicted on ***Exhibit B***, shall be $0.79 per square foot. The total annual rental payment ("**Rent**") shall be $36,024. The total monthly Rent shall be $3,002.

§ 3.2. Payment of Rent. Payment of Rent for the Church, as depicted on ***Exhibit B,*** shall begin on the Commencement Date and shall become due and payable on the first day of each month thereafter during the Term.

§ 3.3. Rent Adjustments. The Rent shall remain the same for the Term of this Sublease.

ARTICLE 4 — ADDITIONAL PAYMENTS

§ 4.1. "Additional Payments" Defined. Sublessee shall pay as Additional Payments during the Term, without notice (except as specifically provided) and without abatement, deduction or setoff (except as provided in Section 4.3), before any fine, penalty, interest, or cost may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof, all sums, impositions, costs, expenses and other payments and all taxes (including personal property taxes and taxes on rents, leases or occupancy, if any levied against Sublessee or the Subleased Premises), assessments, special assessments, enhanced municipal services district assessments, water and sewer rents, rates and charges, charges for public utilities, excises, levies, licenses, and permit fees, and other governmental or quasi-governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which, at any time during the Term may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or with respect to, or become a lien on, the Subleased Premises or any part thereof, or any appurtenances thereto (all of which are sometimes herein referred to collectively as "**Impositions**" and individually as an "**Imposition**") provided, however, that:

A. if, by law, any Imposition may at the option of Sublessee be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Sublessee may exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and in such event, shall pay such installments as they become due during the Term before any fine, penalty, further interest or cost may be added thereto; and

B. any Imposition (including Impositions which have been converted into installment payments by Sublessee, as referred to in paragraph (A) of this Section 4.1) relating to a fiscal period of the taxing authority, a part of which period is included within the Term and a part of which is included in the period of time after the expiration of the Term shall (whether or not such Imposition shall be assessed, levied, confirmed, imposed

upon or become a lien upon the Subleased Premises, or shall become payable, during the term) be adjusted between the City and Sublessee as of the expiration of the Term, so that Sublessee shall pay that portion of such Imposition attributable to the Term and the City shall pay the remainder thereof.

§ 4.2. Payments. Sublessee shall pay all Impositions directly to the taxing authority or authorities and simultaneously therewith provide City written notice of the payment.

§ 4.3. Contest. Sublessee, if it shall so desire, may contest the validity or amount of any Imposition, in which event, Sublessee may defer the payment thereof during the pendency of such contest to the extent permitted by and in accordance with applicable laws relating to the same. In such event, Sublessee shall provide City written notice of the protest and the outcome of same.

§ 4.4. Assessment Reduction. Sublessee may, if it shall so desire, endeavor at any time to obtain a lowering of an Imposition or any other tax or assessment upon the Subleased Premises for the purpose of reducing the amount thereof to the extent permitted by and in accordance with applicable law relating to the same. Sublessee shall be authorized to collect any refund payable as a result of any proceeding Sublessee may institute for that purpose and any such refund shall be the property of City to the extent to which it may be based on a payment made by City. In such event, City shall provide Owner written notice of the reduction.

ARTICLE 5 — INSURANCE

§ 5.1. Sublessee Obligation to Insure. Sublessee shall procure and maintain for the duration of this Lease, at Sublessee's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Sublease by Sublessee, its agents, subtenants, employees, contractors, licensees, or invitees in accordance with the insurance requirements set forth below:

Sublessee agrees to carry, at its expense, property insurance insuring any personal property of Sublessee, from loss arising from fire or other casualty.

§ 5.2. Failure to Maintain Insurance. If Sublessee fails or refuses to provide a copy of the certificates for required insurance coverages or any renewal thereof upon request, or otherwise fails or refuses to procure or maintain insurance as required by this Sublease, the City shall have the right, at its election, and without notice, to procure and maintain such insurance. The premiums paid by the City in electing to acquire the insurance shall be due and payable from Sublessee upon demand for payment. If the City should acquire any required insurance not acquired by Sublessee, the City shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer(s) and insured(s). The lapse or cancellation of any policy of insurance required herein shall be an event of default. No cure of such default can be accomplished unless a new or

renewed policy is issued which specifically provides the required coverages for any liability arising during the lapsed or previously uncovered period.

ARTICLE 6 — SURRENDER

§ 6.1. Surrender--Removable Property. Upon the expiration of the Term or on the sooner termination thereof, Sublessee shall peaceably and quietly leave, surrender, and yield up to City all of the Subleased Premises, and shall repair all damage to the Subleased Premises caused by or resulting from the removal of any removable property of Sublessee, if any, normal wear and tear excepted. Sublessee shall not be required to remove any improvements constituting real property except as expressly set forth herein.

§ 6.2. Waste. Sublessee shall not commit or suffer to be committed any material waste or impairment of the Subleased Premises.

§ 6.3. Survival of Provisions. The provisions of this Article 6 shall survive the expiration or any termination of this Sublease.

ARTICLE 7 — CITY'S PERFORMANCE FOR SUBLESSEE

§ 7.1. Cures--Rights, Costs, and Damages. If Sublessee shall fail to pay any Imposition or make any other payment required to be made under this Sublease or shall default in the performance of any other covenant, agreement, term, provision, limitation, or condition herein contained, City, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account and at the expense of Sublessee, immediately and without notice. Bills for any expense required by City in connection therewith, and bills for all such expenses and disbursements of every kind and nature whatsoever, including reasonable attorney's or administrative fees, involved in collection or endeavoring to collect the Additional Payments or any part thereof, or enforcing or endeavoring to enforce any right against Sublessee, under or in connection with this Sublease, or pursuant to law, including (without being limited to) any such cost, expense, and disbursements involved in instituting and prosecuting summary proceedings, as well as bills for any property, material, labor, or services provided furnished, or rendered, or caused to be furnished or rendered, by City to Sublessee, with respect to the Subleased Premises done for the account of Sublessee may be sent by City to Sublessee monthly, or immediately, at City's option, and shall be due and payable in accordance with the terms of said bills and if not paid when due the amount thereof shall immediately become due and payable as Additional Payments.

ARTICLE 8 — USES AND MAINTENANCE

§ 8.1. Absence of Warranties. Sublessee has leased the Subleased Premises after a full and complete examination thereof, as well as the title thereto and knowledge of its present uses. Sublessee accepts the same in the condition or state in which they now are without any representation or warranty, express or implied in fact or by law, by City or

Mustard Seed Ministry, Inc. and without recourse to City or Mustard Seed Ministry, Inc., as to the title thereto, the nature, condition, or usability thereof or the use or uses to which the Subleased Premises or any part thereof may be put. City shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Subleased Premises or to provide any off-site improvements, such as utilities or paving, or other forms of access to the Subleased Premises, other than what may already exist on the Execution Date or may otherwise be expressly agreed to in writing by City, throughout the Term. Sublessee hereby assumes the full and sole responsibility for the condition, construction, operation, repair, demolition, replacement, maintenance, and management of the Subleased Premises, including but not limited to the performance of all burdens running with the Subleased Premises.

§ 8.2. Permitted Use.

Sublessee and City agree that the Church, as depicted on ***Exhibit B***, shall continue to be used as a church and maintained by Sublessee pursuant to this Sublease. Sublessee and City further agree that no structural changes will be made to the Church by the Sublessee without the advance written consent of City and Mustard Seed Ministry, Inc.

§ 8.3. Maintenance, Repairs. Sublessee shall take good care of the Subleased Premises, make all necessary minor repairs thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, and shall maintain and keep the Subleased Premises and the sidewalks, curbs, and landscaping in good condition in accordance with City of Surprise standards and this Sublease, whichever is more stringent. "Minor repairs" are those necessary repairs other than to major structural and mechanical systems, such as HVAC, roofing, plumbing, and electrical.

§ 8.4. Utilities. During the Term of this Sublease and any extension thereof, Sublessee shall be responsible for securing and paying for all utility services as deemed necessary to use and occupy the Subleased Premises, including, but not limited to water, sewer, electric, and Internet and telecommunications services. Sublessee shall also arrange and pay for trash collection service for the Subleased Premises.

ARTICLE 9 — COMPLIANCE

§ 9.1. Sublessee Obligations. Sublessee shall assume and perform any and all obligations under any covenants, easements, and agreements affecting the title to the Subleased Premises and shall diligently comply, at its own expense during the Term, with all present and future laws, acts, rules, requirements, orders, directions, ordinances, and/or regulations, ordinary or extraordinary, foreseen or unforeseen, (collectively "**Applicable Laws**"), concerning the Subleased Premises or any part thereof, or the use thereof, or the streets adjacent thereto, of any federal, state, municipal, or other public department, bureau, officer, or authority, or other body having similar functions, or of any liability, fire, or other insurance company having policies outstanding with respect to the Premises, whether or not such laws, acts, rules, requirements, orders, directions, ordinances and/or regulations

require the making of structural alterations or the use or application of portions of the Subleased Premises for compliance therewith or interfere with the use and enjoyment of the Subleased Premises; provided, however, that Sublessee may, in good faith, contest the validity of any such law, act, rule, requirement, order, direction, ordinance, and/or regulation and, pending the determination of such contest, may postpone compliance therewith, except that Sublessee shall not so postpone compliance therewith, as to subject City or Mustard Seed Ministry, Inc. to the risk of any fine or penalty or prosecution for a crime.

§ 9.2. Certificate of Occupancy. Sublessee shall obtain any Certificate of Occupancy or similar certificate or permit with respect to the Subleased Premises, which may at any time be required by any governmental agency having jurisdiction thereof (such certificate or permit being a "**Certificate of Occupancy**").

ARTICLE 10 — OMITTED

ARTICLE 11 — IMPAIRMENT OF TITLE

§ 11.1. No Liens. Subject to the right of contest and appeal, Sublessee shall not create, or suffer to be created or to remain, and shall discharge any mechanic's, laborer's, or materialman's lien which might be or become a lien, encumbrance, or charge upon the Subleased Premises or any part thereof or the income therefrom.

The provisions of this Article 11 are not intended to limit any rights Sublessee may have under Article 4 of this Sublease.

§ 11.2. Discharge. If any mechanic's, laborer's, or materialman's lien shall at any time be filed against the Subleased Premises or any part thereof, Sublessee, within thirty (30) days after notice of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise (or shall commence and diligently pursue such actions as will achieve such result). Sublessee shall notify City in writing of its action to either satisfy or contest the lien and, if contested, of the matter's status on a monthly basis until concluded.

§ 11.3. No Implied Consent. Nothing contained in this Sublease shall be deemed or construed in any way as constituting City's express or implied authorization, consent, or request to any contractor, subcontractor, laborer or materialman, architect, or consultant, for the construction or demolition of any improvement, the performance of any labor or services or the furnishing of any materials for any improvements, alterations to or repair of the Subleased Premises or any part thereof.

ARTICLE 12 — INSPECTION

§ 12.1. Inspection and Entry. City may enter upon the Subleased Premises, or any part thereof, for the purpose of ascertaining their condition or whether Sublessee is

observing and performing the obligations assumed by it under this Sublease, all without hindrance or molestation from Sublessee, provided that such entry does not interfere with Sublessee's business operations and provided that City shall give Sublessee at least seventy-two (72) hours written notice prior to any inspection of any building interior. This limitation upon entry into and upon the Subleased Premises for inspection does not extend to nor limit any entry made by the City of Surprise Police Department, City of Surprise Fire Department, or City of Surprise Code Enforcement for purposes of discharging and exercising their respective official governmental duties.

ARTICLE 13 — INDEMNIFICATION

§ 13.1. Indemnification of City.

Sublessee shall indemnify and save City and its officials, employees, and agents (collectively, the "**Indemnified Parties**"), harmless from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including property damage, personal injury and wrongful death and further including, without limitation, attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against any Indemnified Party by reason of the Sublessee's performance of its obligations under this Sublease during the Term unless caused by the intentional conduct or misconduct, gross negligence, or active negligence of the Indemnified Party(ies) or a failure to act by the Indemnified Party(ies) when a duty to act is present. The provisions hereof shall survive the expiration or earlier termination of this Sublease.

A. Sublessee will hold all goods, materials, furniture, fixtures, equipment, machinery, and other property whatsoever on the Subleased Premises at the sole risk of Sublessee and save the City and the other Indemnified Parties harmless from any loss or damage thereto by any cause whatsoever other than the negligence or willful conduct of City or an Indemnified Party(ies).

B. The obligations of Sublessee under this Section shall not in any way be affected by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting the Subleased Premises.

C. If any claim, action ,or proceeding is made or brought against City or any other Indemnified Party(ies), by reason of any event to which reference is made in this Section, then, upon demand by City, Sublessee, at its sole cost and expense, shall resist or defend such claim, action, or proceeding in the name of City and the Indemnified Party(ies), if necessary, by the attorneys for Sublessee's insurance carrier (if such claim, action or proceeding is covered by insurance), otherwise by such attorneys selected by Sublessee in its absolute discretion. Notwithstanding the foregoing, City may engage its own attorneys to defend it, and the other Indemnified Party(ies) or to assist in its defense at City's sole expense.

ARTICLE 14 — DAMAGE OR DESTRUCTION

§ 14.1. In the event that all or any portion of the Subleased Premises shall be totally or partially destroyed or damaged by fire or other insurable casualty, Sublessee may choose to terminate this Sublease by providing a written notice of termination to City within sixty (60) days of the casualty event. Alternatively, the Parties may agree to work cooperatively to rebuild or repair the damaged portions of the Subleased Premises using the proceeds of the property insurance held by Mustard Seed Ministry, Inc. for the Property and other funds, as appropriate and available. In such event, the obligation of the Sublessee to pay Rent under this Sublease for the destroyed or damaged portions of the Subleased Premises shall be abated and suspended during the time between the date of the casualty and the issuance of a Certificate of Occupancy for the rebuilt or repaired portions of the Subleased Premises.

ARTICLE 15 — CONDEMNATION

§ 15.1. Takings.

If all or any part of the Subleased Premises or any right appurtenant thereto is taken, or there is a change in grade of road or other property abutting the Subleased Premises that adversely affects the use of the Subleased Premises, by any condemning authority, other than the City of Surprise ("**Condemning Authority**") (a) in the exercise of any right of eminent domain or condemnation by proceedings or otherwise, or (b) by agreement between Sublessee, City, Mustard Seed Ministry, Inc., and/or the Condemning Authority (any such taking or other action, a "**Taking**"), this Sublease shall terminate with respect to the part of the Subleased Premises so taken, and Sublessee reserves unto itself the right to claim and prosecute its claim in all appropriate courts and agencies for any award or damages based upon loss, damage, or injury to its leasehold interest without impairing any rights of City or Mustard Seed Ministry, Inc. for the taking or injury to the reversion (subject to and encumbered by this Sublease). If Sublessee or City becomes aware of any actual, contemplated, or threatened Taking, it shall promptly notify the other Party. City shall not settle or compromise any Taking Award without the prior consent of Sublessee. Each party participating in the proceedings shall pay its own expenses.

§ 15.2. Temporary Taking. If there is a Taking of all or a part of the Subleased Premises for a temporary period, this Sublease shall continue in full force and effect without change as between Sublessee and City, and Sublessee shall be entitled to the entire Taking Award made for such use.

ARTICLE 16 — OMITTED

ARTICLE 17 — ASSIGNMENT, SUBLETTING, MORTGAGE

§ 17.1. Transfers by Sublessee. Sublessee shall not effect a transfer, conveyance, assignment, sublease, or other pledge, encumbrance, or disposal of all or a portion of its

interest in this Sublease without the prior consent of City ("**Transfer**"), with such approval to be granted or denied by the City in its absolute discretion. If approved in writing by the City, no Transfer shall be binding upon City unless such assignee or purchaser shall deliver to the City a recordable instrument which contains a covenant of assumption by said assignee or purchaser to such effect, but the failure or refusal of such assignee or purchaser to deliver such instrument shall not release or discharge such assignee or purchaser from its obligations and liability as above set forth. Upon recordation of the assumption instrument, Sublessee shall be released from liabilities and obligations under this Sublease accruing thereafter, and the assignee shall be and become and remain liable for the payment of all rents and other sums payable hereunder and for the due performance of all the covenants, agreements, terms and provisions hereof on Sublessee's part to be performed throughout the remainder of the Term. The provisions hereof shall be operative for and apply to each subsequent assignment.

§ 17.2. Subleases. Sublessee shall not sublease the Subleased Premises under any circumstances or for any reason.

§ 17.3. Obligations of Assignee. If this Sublease is assigned, in whole or in part, City may and hereby is empowered to collect all amounts due hereunder from the assignee.

ARTICLE 18 — DEFAULT BY SUBLESSEE

§ 18.1. Events of Default. The happening of any one of the following events (herein called an "**Event of Default**") shall be considered a material breach and default by Sublessee under this Sublease:

A. ***Monetary Default***. If default shall be made in the due and punctual payment of Rent or any Additional Payments and such default continues for thirty (30) days after written notice thereof to Sublessee; or

B. ***Non-Monetary Default***. If default shall be made by Sublessee in the performance of or compliance with any of the covenants, agreements, terms, limitations, or conditions hereof other than those referred to in the foregoing subsection (A), and such default shall continue for a period of thirty (30) days after written notice thereof from City to Sublessee (provided, that if Sublessee proceeds with due diligence during such thirty (30) day period to substantially cure such default and is unable by reason of the nature of the work involved, to cure the same within the required thirty (30) days, Sublessee's time to do so shall be extended by the time reasonably necessary to cure the same as reasonably determined by City).

§ 18.2. Notice and Termination. Upon the occurrence of one or more Event of Default listed in Section 18.1, City at any time thereafter, but not after such default is cured, may give written notice ("**Second Notice**") to Sublessee specifying such Event(s) of Default and stating that this Sublease shall expire and terminate on the date specified in such notice, which shall be at least forty five (45) days after the giving of such Second

Notice, and, upon the date specified in such Second Notice, this Sublease and all rights of Sublessee under this Sublease shall expire and terminate as though such date were the date originally set forth herein for the termination hereof.

§ 18.3. Sublessee Liability. Expiration or termination of this Sublease shall relieve Sublessee of its liabilities or obligations under this Sublease from and after the date of expiration or termination with the exception of those liabilities which by the express terms of this Sublease survive any such expiration or termination.

§ 18.4. No Implied Waiver. Any failure by City to insist upon the strict performance of any covenant, agreement, term, or condition hereof or to exercise any right or remedy consequent upon a breach hereof, and no acceptance of any payments from Sublessee during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No covenant, agreement, term, or condition hereof to be performed or complied with by City or Sublessee, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by the party to be charged therewith. No waiver of any breach shall affect or alter this Sublease, but each and every covenant, agreement, term, limitation, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach hereof.

§ 18.5. Remedies Cumulative. In the event of any breach by Sublessee of any of the covenants, agreements, terms, or conditions hereof, City shall be entitled to enjoin such breach and shall have the right to seek specific performance by Sublessee of its obligations under this Sublease. City may not seek nor shall be entitled to any award of monetary damages from Sublessee, except for payment of unpaid Rent or Additional Payments or any other monetary amount expressly provided for under the terms of this Sublease.

§ 18.6. Specific Performance. If a default is not commenced to be cured within thirty (30) calendar days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a reasonable period of time after commencement, City may, at its option, thereafter (but not before) commence an action for specific performance of the terms of this Sublease pertaining to such default.

ARTICLE 19 — DEFAULT BY CITY

§ 19.1. In the event of any breach by City of any of the covenants, agreements, terms, or conditions hereof, Sublessee shall be entitled to enjoin such breach or seek specific performance of any duty not timely performed by City after written notice to cure. Under no circumstances may Sublessee seek or be awarded monetary damages against City or any elected or appointed official, employee, or agent of the City of Surprise.

ARTICLE 20 — UNENFORCEABLE TERMS

§ 20.1. Severability. City and Sublessee each believes that the execution, delivery, and performance of this Sublease are in compliance with all Applicable Laws. However, in the unlikely event that any provision of this Sublease is declared void or unenforceable (or is construed as requiring either Party to do any act in violation of any applicable law, including any constitutional provision, law, regulation, County or City Code), such provision shall be deemed severed from this Sublease and this Sublease shall otherwise remain in full force and effect; provided that this Sublease shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the parties as if such severance and reformation were not required. Unless prohibited by Applicable Laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Sublease, as reformed.

ARTICLE 21 — NOTICES

§ 21.1. Notices. Any notice, request, demand, statement, or consent herein required or permitted to be given by either party to the other hereunder, except as pursuant to Article 12, shall be in writing signed by or on behalf of the party giving the notice and addressed to the other parties to the at the address as set forth below:

City:

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

And

Seth Dyson
Director of Human Services and Community Vitality
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374

City of Surprise
Attn: City Attorney
16000 N. Civic Center Plaza
Surprise, Arizona 85374

Sublessee:

Gideon Missionary Baptist Church of Surprise
Attn: Arthur Washington
P.O. Box 8392
12763 N W Grand Avenue
Surprise, Arizona 85374

Each party may by notice in writing change its address for the purpose of this Sublease, which address shall thereafter be used in place of the former address. Each notice, demand, request, or communication which shall be mailed to any of the aforesaid shall be deemed sufficiently given, served, or sent for all purposes hereunder two (2) business days after it shall be mailed by United States registered or certified mail, postage prepaid, in any post office or branch post office regularly maintained by the United States Government, upon personal delivery, or one business day after deposit with any commercial air courier or express service.

ARTICLE 22 — CONDITION

§ 22.1. Condition of Subleased Premises. Sublessee represents that the Subleased Premises, any sidewalks, the title to the Subleased Premises, parking areas adjoining the same, any subsurface conditions thereof, and the present uses and non-uses thereof, have been examined by Sublessee and that Sublessee accepts the same in the condition or state in which they or any of them may be on the date of the execution of this Sublease, without representation or warranty, express or implied in fact or by law, by City and without recourse to City, as to the nature, condition, or usability thereof or the use or uses to which the Subleased Premises or any part thereof may be put.

§ 22.2. Quiet Enjoyment. Subject to all of the conditions, terms, and provisions contained in this Sublease, City covenants that Sublessee, upon paying the Rent and Additional Payments and observing and keeping all terms, covenants, agreements, limitations, and conditions hereof on its part to be kept, shall quietly have and enjoy the Subleased Premises during the Term, without hindrance or molestation by City.

ARTICLE 23 — ESTOPPEL

§ 23.1. Estoppel Certificates. City or Sublessee may request, at any time, from one another a certificate evidencing whether or not:

A. The Sublease is in full force and effect along with the amount and current status of the Rent and any Additional Payments due hereunder;

B. The Sublease has been modified or amended in any respect or describing such modifications or amendments, if any; and

C. There are any existing defaults thereunder, to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any.

Such certificates shall include such other information as either party reasonably requires. The party receiving such a request shall cooperate with the requesting party and shall deliver a written response within twenty (20) days of such request.

ARTICLE 24 — CONSENTS

§ 24.1. Parties and Notice. Whenever the consent or approval of a party to this Sublease is required or reasonably requested under this Sublease, if they fail to notify the other party in writing within forty-five (45) days (except where a longer period is otherwise specified herein for the giving of such consent or approval) after the giving of a written request therefor in the manner specified herein for the giving of notice, it shall be concluded that such consent or approval has been given.

§ 24.2. No Unreasonable Withholding. Wherever in this Sublease the consent or approval of either party is required, such consent or approval shall not be unreasonably withheld nor delayed, except where otherwise specifically provided. The remedy of the party requesting such consent or approval, in the event such party should claim or establish that the other party has unreasonably withheld or delayed such consent or approval, shall be limited to injunction or declaratory judgment and in no event shall such other party be liable for a money judgment.

ARTICLE 25 — INTENTIONALLY OMITTED

ARTICLE 26 — MISCELLANEOUS

§ 26.1. Right of Cancellation. All parties hereto acknowledge that this agreement is subject to cancellation by City pursuant to the provisions of §38-511, Arizona Revised Statutes, for conflict of interest.

§ 26.2. City's Representations and Warranties. City hereby represents, warrants, covenants and agrees that (a) its execution of the Sublease will not violate any agreement to which City is a party; (b) there is no litigation pending against City which would have a material impact on the Subleased Premises, or City's ability to perform its obligations under this Sublease, or with respect to the Subleased Premises; (c) there is no pending taking of the Subleased Premises; (d) other than City and Sublessee there is no tenant or sublessee who would have any right of claim to possession or use of the Subleased Premises; (e) there are no unpaid special assessments touching, concerning, or relating to the Subleased Premises.

§ 26.3. Exculpatory Provision – City. Sublessee acknowledges that in the event of a default under this Sublease by City, of any kind or nature whatsoever, Sublessee shall look solely to City for remedy or relief; and that no Surprise City Council Member, elected official, officer, agent, or employee of the City of Surprise shall be liable to Sublessee, or any successor in interest to City, in any way due to a default by City under this Sublease.

§ 26.4. Legal Actions. Any legal action instituted pursuant to this Sublease shall be brought in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona in Phoenix, Arizona. The prevailing party in such action shall be reimbursed by the non-prevailing party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court. This Sublease shall be construed and enforced in accordance with the laws of the State of Arizona.

§ 26.5. Entire Agreement. This Sublease, together with its Exhibits and all documents incorporated herein by reference, contains the entire agreement between City and Sublessee and any executory agreement hereafter made between City and Sublessee shall be ineffective to change, modify, waive, release, discharge, terminate, or effect an abandonment of this Sublease, in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, waiver, release, discharge, termination, or the effect of the abandonment is sought.

§ 26.6. Captions. The captions of Articles and Sections in this Sublease are inserted only as a convenience and for reference and they in no way define, limit, or describe the scope of this Sublease or the intent of any provision thereof. References to Articles and Section numbers are to those in this Sublease unless otherwise noted.

§ 26.7. Execution and Delivery. This Sublease shall bind City upon its execution thereof. City shall be bound only after it executes and delivers the Sublease to Sublessee.

§ 26.8. Amendments. This Sublease shall not be amended or modified without the express written consent of City and Sublessee.

§ 26.9. Exhibits and Incorporation. The following exhibits and schedules, which are attached hereto or are in the possession of the Sublessee and City, are incorporated herein by reference as though fully set forth:

Exhibit A -- Legal Description of the Property
Exhibit B -- Depiction of Improvements on the Property

ARTICLE 27 — INTENTIONALLY OMITTED

ARTICLE 28 — ENFORCED DELAY

§ 28.1. Enforced Delay; Extension of Time of Performance. Whether stated or not, all periods of time in this Sublease are subject to this Section. Neither Sublessee nor City, as the case may be, shall be considered to have caused an Event of Non-Performance with respect to its obligations under this Sublease (or to have failed to meet any required date of performance) in the event of enforced delay ("**Enforced Delay**") due to (1) causes beyond its reasonable control and without its negligent or intentional failure to comply with Applicable Laws, including, but not restricted to, acts of God, acts of public enemy, acts of the Federal, state or local government, acts of the other party, litigation or other action authorized by law concerning the validity and enforceability of this Sublease or relating to transactions contemplated hereby (including the effect of petitions for initiative or referendum), fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, act of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or ecoterrorism), nuclear radiation, declaration of national emergency or national alert, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the action of any governmental body on behalf of any public, quasi-public, or private entity, or declaration of moratorium or similar hiatus directly affecting the Subleased Premises (whether permanent or temporary) by any public, quasi-public or private entity; (2) the discovery of Regulated Substances on, at or affecting the Subleased Premises not disclosed by any applicable environmental assessment or otherwise known by or disclosed to the party or parties affected thereby; the discovery of funerary objects or archaeological resources or artifacts on, at or affecting the Subleased Premises requiring repatriation, study, removal or further acts mandated by federal or state law; or the discovery of Endangered Species on, at or affecting the Subleased Premises; (3) the order, judgment, action, or determination of any court, administrative agency, governmental authority or other governmental body (collectively, an "**Order**") which delays the completion of the work or other obligation of the party claiming the delay; or the suspension, termination, interruption, denial, or failure of renewal (collectively, a "**Failure**") of issuance of any permit, license, consent, authorization, or approval necessary to Sublessee's undertakings pursuant to this Sublease, unless it is shown that such Order or Failure is the result of the failure to comply with Applicable Laws or to fully comply with the applicable application requirements by the party claiming the delay; provided, however, that the contesting in good faith of any such Order or Failure shall not constitute or be construed or deemed as a waiver by a party of Enforced Delay; and (4) the denial of an application, failure to issue, or suspension, termination, delay or interruption other than by or from Maricopa County or the Surprise City Council or one of its departments, divisions, agencies, commissions or boards (collectively, a "**Denial**") in the issuance or renewal of any permit, approval or consent required or necessary in connection with City's or Sublessee's undertakings pursuant to this Sublease, if such Denial is not also the result

of the failure to comply with Applicable Laws or to fully comply with the applicable application requirements by the party claiming the delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the party claiming delay shall be extended for a period of the Enforced Delay; provided that the party seeking the benefit of the provisions of this Section 28.1 shall, within thirty (30) days after such party knows of any such Enforced Delay, first notify the other party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; provided, however, that either party's failure to notify the other of an event constituting an Enforced Delay shall not alter, detract from or negate its character as an Enforced Delay if such event of Enforced Delay were not known or reasonably discoverable by such party.

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE 1 OF 2 TO LEASE

"Sublessee"

Gideon Missionary Baptist Church of Surprise,
an Arizona non-profit corporation

By: _____

STATE OF ARIZONA)
) ss:
County of Maricopa)

On this 28th day of July, 2021, before me personally appeared Arthur Washington, Statutory Agent of GIDEON MISSIONARY BAPTIST CHURCH OF SURPRISE, an Arizona non-profit corporation, for and on behalf of, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document on behalf of the corporation.

DANIELLE OSBORNE
Notary Public - Arizona
MARICOPA COUNTY
Commission # 572429
Expires November 17, 2023

Affix Notary Seal Above

_____
Notary Public

Signatures continue on following page.

SIGNATURE PAGE 2 OF 2 TO LEASE

"City

CITY OF SURPRISE

By_____
Skip Hall, Mayor

ATTEST:

_____
Sherry Ann Aguilar, City Clerk

APPROVED AS TO FORM:

_____
Robert Wingo, City Attorney

STATE OF ARIZONA)
) ss:
County of Maricopa)

On this _____ day of _____, 2021, before me personally appeared Skip Hall, the Mayor of the City of Surprise, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document on behalf of the municipal corporation.

[Affix notary seal here]

_____
Notary Public

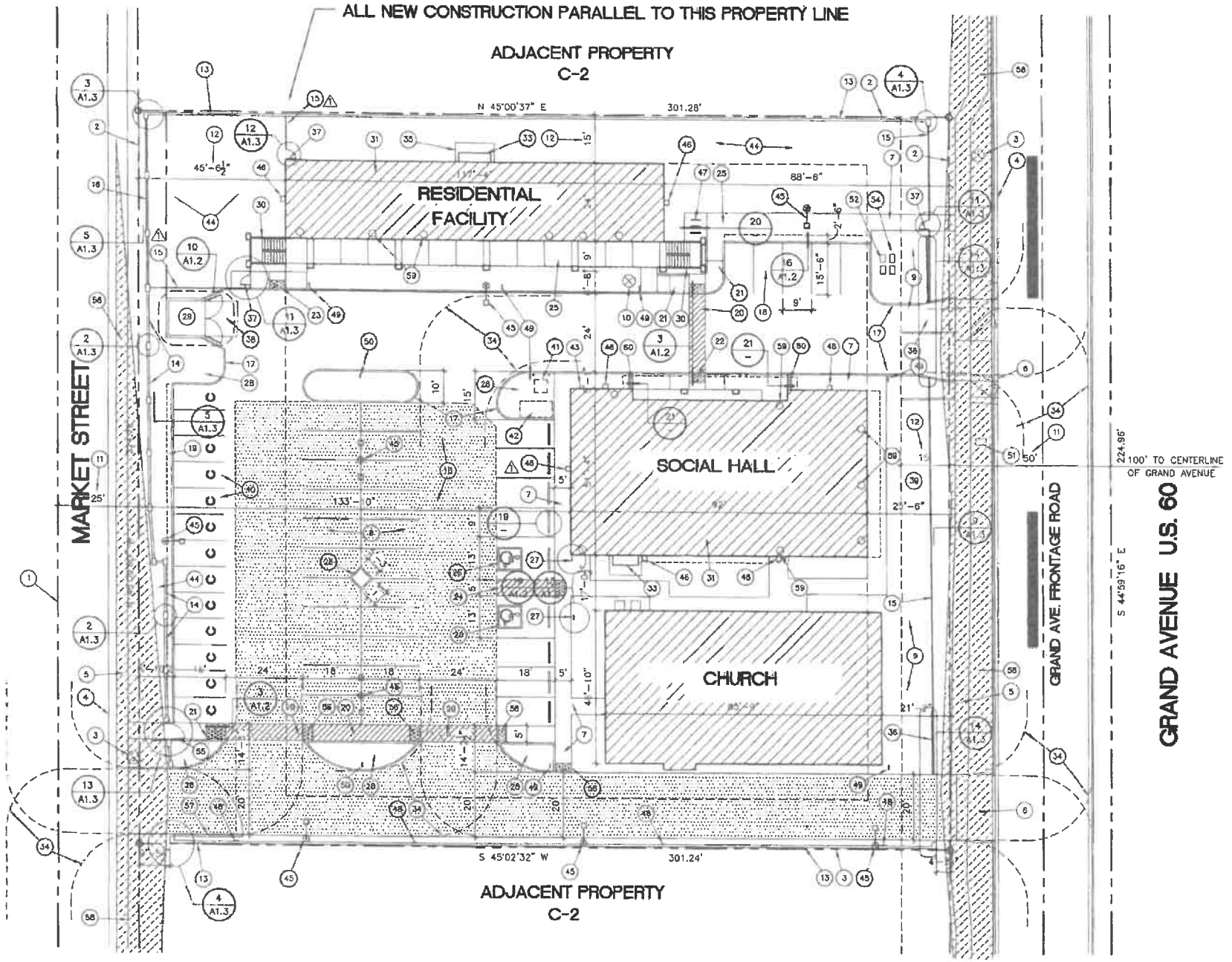
Exhibit A to Lease

Legal Description of the Property

Lot 1 Mustard Seed Ministries Book 1104 Page 44

Exhibit B to Lease

Depiction of Existing Improvements on the Property



SITE PLAN

SCALE : 1"-20'-0"

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021 Contact Person: Trever Fleetham
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the Preliminary Plat entitled, "Unit G - Phase 3 - Toll at Prasada" and dated May 13, 2021, an approximately 18.56 acre property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue.

Motion:
I move to approve the Preliminary Plat entitled, "Unit G - Phase 3 - Toll at Prasada" and dated May 13, 2021 subject to stipulations "a" through "c" as memorialized in the Staff Report.

Background:
The subject request involves a Preliminary Plat for a Unit G of the Toll at Prasada project. The proposed Preliminary Plat contemplates 80 standard lots consisting of four (4) lot products. Unit G was also included in the Phase 2 Infrastructure Plat that was approved under case FS19-061 and was depicted in said Final Plat, a single development parcel.

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

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 4.31 DU/Ac, the project most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan in this regard. The site also lies with the 0-6 DU/Ac. ribbon of the Luke Air Force Base Graduated Density Concept; however, the site is integral to the larger Sterling Grove project, which is approved for 2,207 lots overall and meets the guidance offered by the GDC.

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

services.

Budget Impact:
There is no anticipated budget impact related to this item.

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

ATTACHMENTS:
1. 00 FS21-061 Toll at Prasada Unit G Preliminary Plat 08-17-21 CC Staff Report
2. 01 FS21-061 Toll at Prasada Unit G Revised Preliminary Plat Vicinity Map
3. 02 FS21-061 Toll at Prasada Unit G Revised Preliminary Plat Case Map
4. 03 FS21-061 Toll at Prasada Unit G Preliminary Plat
5. 04 FS21-061 Toll at Prasada Unit G Preliminary Landscape Plans
6. FS21-061 Toll at Prasada Unit G 08-17-21 CC Preliminary Plat Presentation

SURPRISE
ARIZONA

PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS21-061**
Project Name:	Toll at Prasada Unit G Preliminary Plat
Council District:	3 - Mesquite
Meeting Date:	**August 17, 2021**
Planner:	Trever Fleetham, AICP

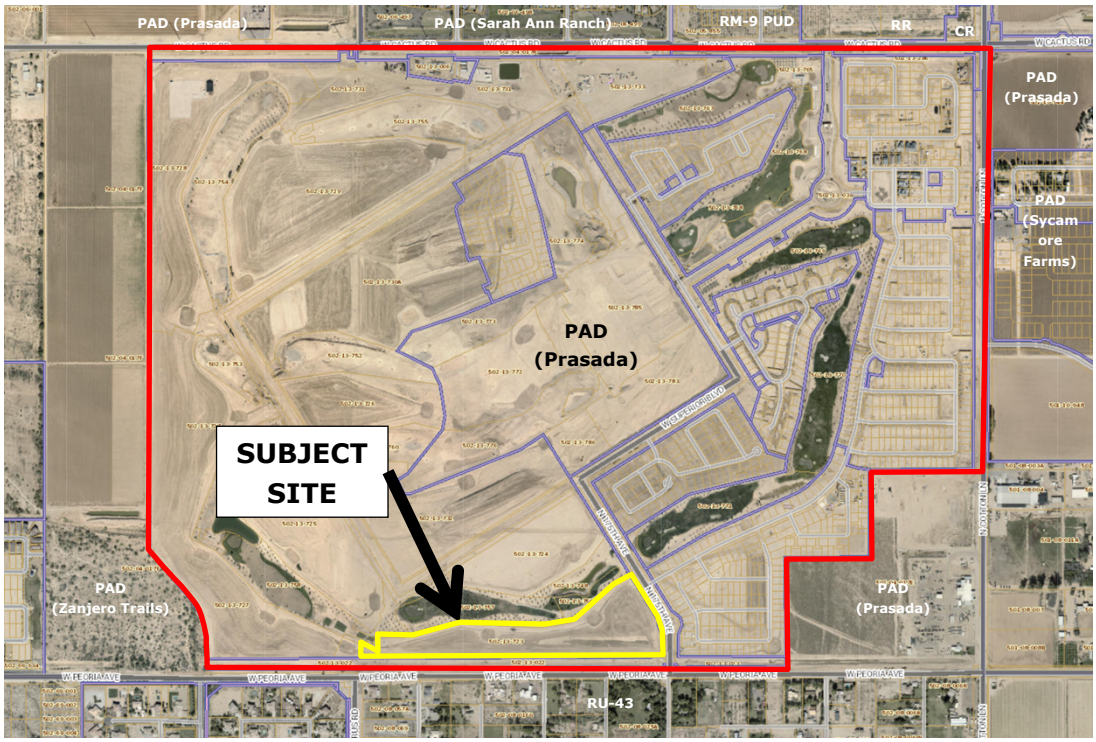
Owner:	Toll Prasada, LLC
Applicant:	Aaron Insco of Toll Bros, Inc.
Request:	Preliminary Plat for Toll at Prasada Unit G in the Prasada PAD
Site Location:	Generally located west of Cotton Lane, between Cactus Road and Peoria Avenue
Lot Yield:	80
Area:	18.56 acres
Density:	4.31 DU/Ac.
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known
Commission Recommendation:	The Planning and Zoning Commission recommends the Council **approve** the proposed Preliminary Plat, subject to stipulations "a" through "c".

PROJECT DESCRIPTION:

The subject request involves a Preliminary Plat for Unit G of the Toll at Prasada project. The proposed Preliminary Plat contemplates 80 standard lots consisting of four (4) lot products. Unit G was also included in the Phase 2 Infrastructure Plat that was approved under case FS19-061 and was depicted in said Final Plat, a single development parcel.

EXISTING ZONING:

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



BACKGROUND:

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

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

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

April 17, 2018: The City Council approved the original Preliminary Plat for Toll at Prasada under case FS17-394.

January 15, 2019: The City Council approved the Final Plat for Toll at Prasada Phase I Infrastructure under case FS18-290.

August 6, 2019: The City Council approved the Final Plat for Toll at Prasada Phase 2 Infrastructure under case FS19-061.

January 25, 2021: The applicant filed case FS21-061, the subject case.

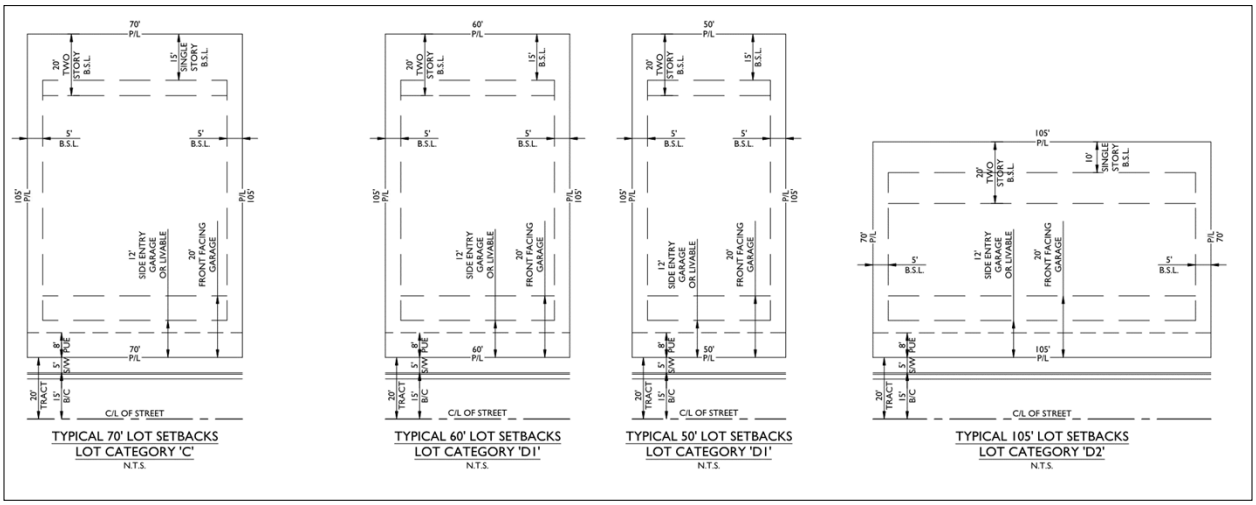
May 26, 2021: The applicant filed a request for a Final Plat over Unit G under case FS21-429.

July 15, 2021: The Planning and Zoning Commission voted to recommend approval of the proposed Preliminary Plat, subject to stipulations 'a' through 'c'.

ANALYSIS AND DISCUSSION:

The proposed subdivision anticipates four (4) Lot Categories. These include Lot Category C, two (2) configurations of Lot Category D1, and Lot Category D2. All of the proposed configurations are consistent with the approved PAD zoning. These configurations are depicted below and on Sheet DT01 of the subject Preliminary Plat.

[Continued on following page.]



Primary access to this subdivision will be via Darlington Parkway located east of the site. Crawfordsville Drive will extend through the site to the western end and will terminate at a temporary turnaround until such time as the adjacent Unit K develops. A temporary 26' fire access road will extend northward from the western end of the subdivision to provide temporary emergency access.

The subject site will also have 2.08 acres of passive open space.

UTILITY AND SERVICES TABLE:

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

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 4.31 DU/Ac, the project most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan in this regard. The site also lies with the 0-6 DU/Ac ribbon of the Luke Air Force Base Graduated Density Concept; however, the site is integral to the larger Sterling Grove project, which is approved for 2,207 lots overall and meets the guidance offered by the GDC.

REVIEWING AGENCIES:

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

Flood Control District of Maricopa County (FCDMC): In an email dated December 16, 2020, FCDMC offered minor comments pertaining to the Flood Zone determination, but indicated no objection to the request.

Maricopa Water District (MWD): In an email dated January 26, 2021, MWD stated the project is located within an area included in the Toll at Prasada Development and Water Delivery Agreement between MWD and the original developer/landowner.

Luke Air Force Base (LAFB): In a memo dated February 1, 2021, LAFB stated the request will not negatively impact flight operations, but recommends a strong notification program.

Summary:

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

Findings:

- The proposed Preliminary Plat is consistent with the Surprise General Plan.
- The proposed Preliminary Plat is consistent with the Prasada PAD.
- The reviewing agencies have indicated no objections.

Commission Recommendation:

Based on the findings noted above, the Planning and Zoning Commission recommends the City Council **approve** the subject Preliminary Plat request, subject to stipulations 'a' through 'c' as outlined below:

a. Development and use of the site shall be in conformance with the Preliminary Plat entitled "Preliminary Plat Unit G - Phase 3- Toll at Prasada", prepared by EPS Group and stamped received May 20, 2021.

b. Landscaping of the site shall be in conformance with the Preliminary Landscape Plans entitled "Prasada – Unit G", prepared by Greey|Pickett and received April 9, 2021.

c. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

However, should the Council wish to deny the request, the Council should make its own findings and base its decision on those alternative findings.

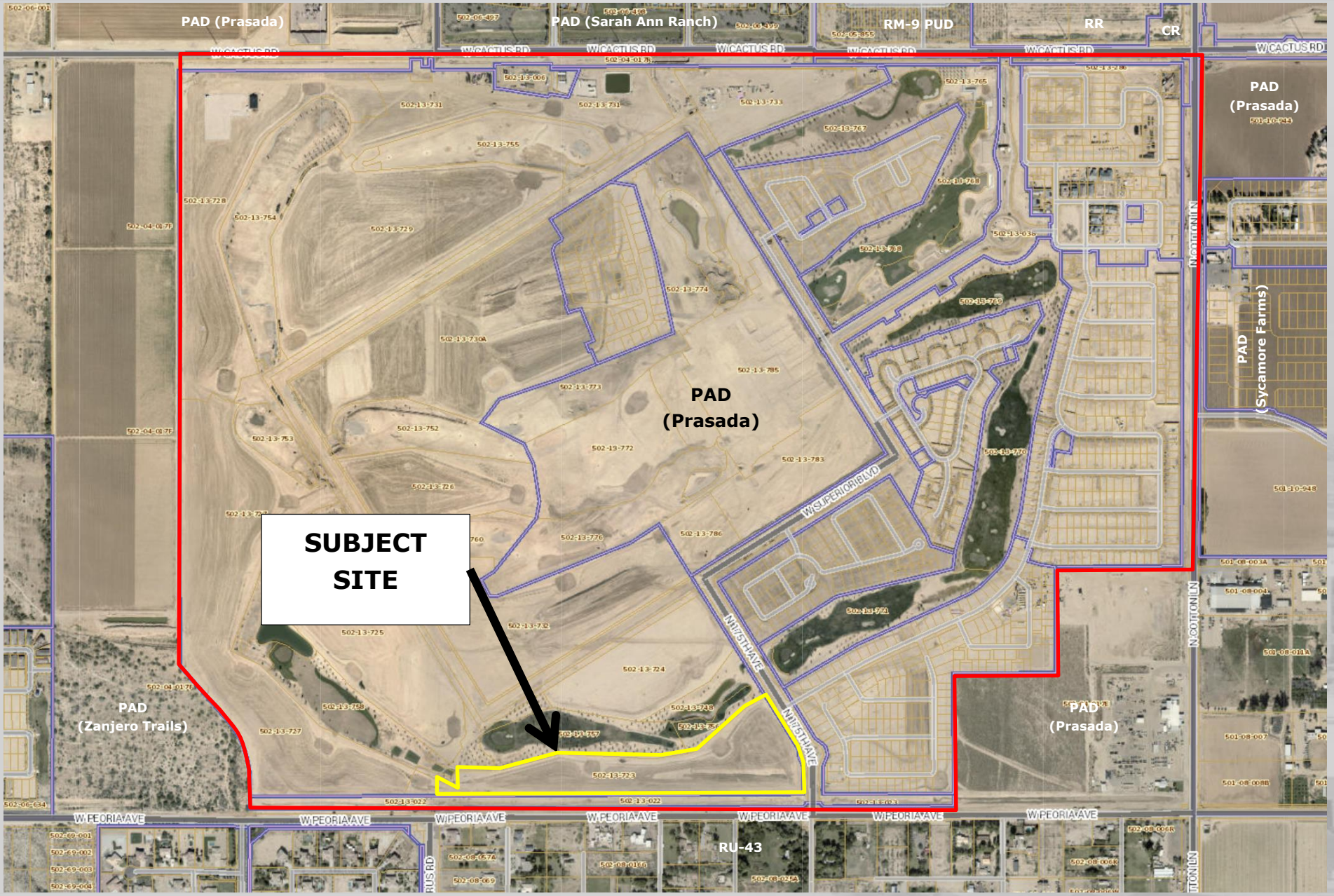
Attachments:

01 Toll at Prasada Unit G Vicinity Map
02 Toll at Prasada Unit G Case Map
03 Toll at Prasada Unit G Preliminary Plat
04 Toll at Prasada Unit G Preliminary Landscape Plans



FS21-061 Vicinity Map

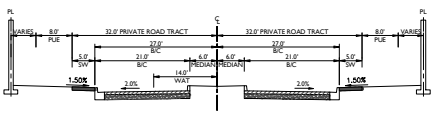
FS21-061 Case Map



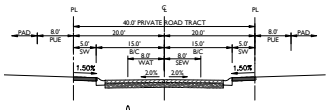
RECEIVED
05/20/2021
FS21-061

PRELIMINARY PLAT
UNIT G - PHASE 3 - TOLL AT PRASADA

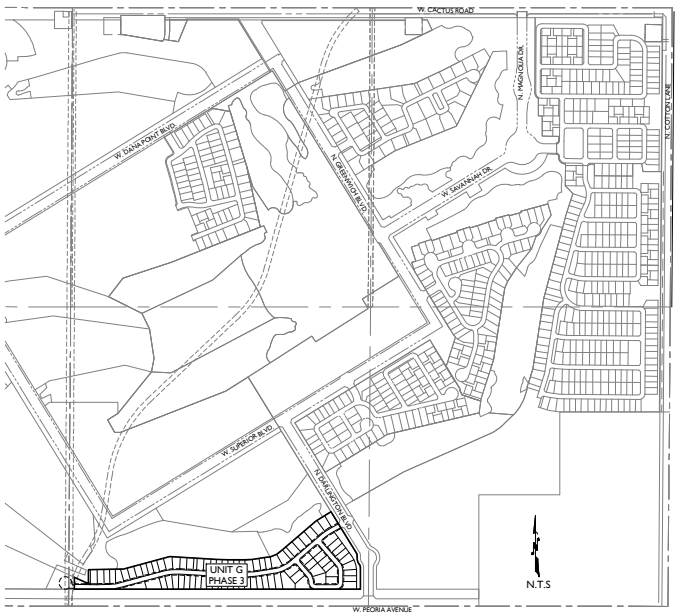
A PORTION OF THE WEST HALF OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.



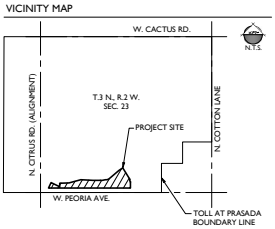
LOCAL ENTRY
RESIDENTIAL LOCAL ENTRY WITH MEDIAN
N.T.S.



LOCAL STREET
TWO-WAY
N.T.S.



VICINITY MAP



PROJECT TEAM

DEVELOPER:
TOLL BROTHERS
8767 E VIA DE VENTURA, SUITE 390
SCOTTSDALE, AZ 85258
TEL: (602) 999-5684
CONTACT: AARON INSCO

CIVIL ENGINEER:
EPS GROUP, INC.
1130 N. ALMA SCHOOL RD, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: JAMES ROGERS, P.E.

PROJECT DATA

A.P.N.: 503-04-017P

EXISTING GENERAL PLAN: NEIGHBORHOOD CHARACTER AREA
EXISTING ZONING: PLANNED AREA DEVELOPMENT (PAD) (ORDINANCE NO. 08-26)

GROSS AREA: +/- 18.56 ACRES
NET AREA: +/- 18.56 ACRES

PRIVATE STREET TRACT AREA: +/- 3.22 ACRES
LOT AREA: +/- 13.26 ACRES
TRACT/OPEN SPACE: +/- 2.08 ACRES

TOLL AT PRASADA

Development Pad	Acerage	Lot Yield	Net Density	Case #	Case Type
A	32.736	141	4.307 DU/AC	FS18-260	FINAL
B	47.999	230	4.792 DU/AC	FS17-700	FINAL
D	21.939	90	4.102 DU/AC	FS18-289	FINAL
P	17.602	49	2.784 DU/AC	FS19-471	FINAL
E	18.961	81	4.272 DU/AC	FS19-472	FINAL
Unit A, Lot 322/323	N/C	-1	3.57 DU/AC	FS19-508	Re-Plat
F	24.10	114	4.730 DU/AC	FS19-671	FINAL
C	12.70	60	4.720 DU/AC	FS19-671	FINAL
N	15.810	64	4.048 DU/AC	FS20-117	FINAL
COTTAGES	1.498	8	5.340 DU/AC	FS20-719	FINAL
Q	12.727	134	10.529 DU/AC	FS20-720	FINAL
G	18.560	80	4.310 DU/AC	FS21-061	Preliminary
H	13.587	61	4.490 DU/AC	FS21-080	Preliminary
I	20.04	92	4.59/AC	-	Preliminary
K	42.2100	179	4.24/AC	-	Preliminary
Total	300.47	1382	4.60 DU/AC		

THE TOLL AT PRASADA PROJECTS IS PLANNED FOR A MAXIMUM OF 2207 UNITS. THE CHART SHALL BE UPDATED TO MAINTAIN A RECORD OF THE REMAINING UNIT COUNT AT EACH PHASE OF THE DEVELOPMENT.

GENERAL NOTES

1. THIS PLAN IS NOT A CONSTRUCTION DOCUMENT.
2. LOT DIMENSIONS ARE APPROXIMATE. FINAL LOT DIMENSIONS SHALL BE PER THE FINAL PLAT.
3. THIS DEVELOPMENT WILL PROVIDE FOR INSTALLATION OF REQUIRED STREET LIGHTS.
4. THE HOMEOWNERS' ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL LANDSCAPE TRACTS AND ALL INTERIOR STREETS.
5. THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

DEVELOPMENT STANDARDS

THIS DEVELOPMENT SHALL CONFORM TO THE DEVELOPMENT STANDARDS APPROVED IN PRASADA, CASE FS17-587.

BASIS OF BEARING:

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, BEING SOUTH 00°24'44" WEST AS MEASURED AND BEING SOUTH 00°24'44" WEST SHOWN ON MARICOPA COUNTY GDACS SURVEY RECORDED IN BOOK 661, PAGE 18, MARICOPA COUNTY RECORDS.

LEGAL DESCRIPTION:

A REPLAT OF UNIT G AS PLATTED BY 'TOLL AT PRASADA' PHASE 2 ONSITE INFRA TO BE RECORDED

100 YEAR ASSURED WATER SUPPLY

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

27-701007.0000 — CERTIFICATE NUMBER
11/14/2018 — DATE

UTILITIES

WATER	EPCOR WATER
SEWER	CITY OF SURPRISE
GAS	SOUTHWEST GAS
ELECTRIC	ARIZONA PUBLIC SERVICE
TELEPHONE	CENTURYLINK / COX
CABLE TV	CENTURYLINK / COX
FIRE	CITY OF SURPRISE
POLICE	CITY OF SURPRISE

SHEET INDEX

SHEET 1	CS01	COVER SHEET
SHEET 2	CS02	INDEX SHEET
SHEET 3	DT01	LOT DIAGRAMS AND DEVELOPMENT STANDARDS
SHEET 4 - 7	PP01 - PP04	PRELIMINARY PLAT
SHEET 8	TB01	DATA TABLES

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EPS-02

TOLL AT PRASADA
PHASE 3 - Unit G - PRELIMINARY PLAT
SURPRISE, ARIZONA

Cover Sheet

Revisions:
1. REVISED PER 1ST REVIEW COMMENTS 4/21/21
2. REVISED PER 2ND REVIEW COMMENTS 5/21/21
3. REVISED PER 3RD REVIEW COMMENTS 5/21/21

Designer: JMR
Drawn by: JK/AS

Job No.
16-339

CS01

Sheet No.
1
of 8

FS21-061

16-339 - Phase 3 - Unit G - PRELIMINARY PLAT

Mesa May 13, 2021 10:42am S:\Projects\2016\16-339\Civil_Phase 3\Unit G\Pre-Plat_Pre Plat\16-339 - PP - Ph 3 - Unit G - CS01.dwg

16-339 - Phase 3 - Unit G - PRELIMINARY PLAT

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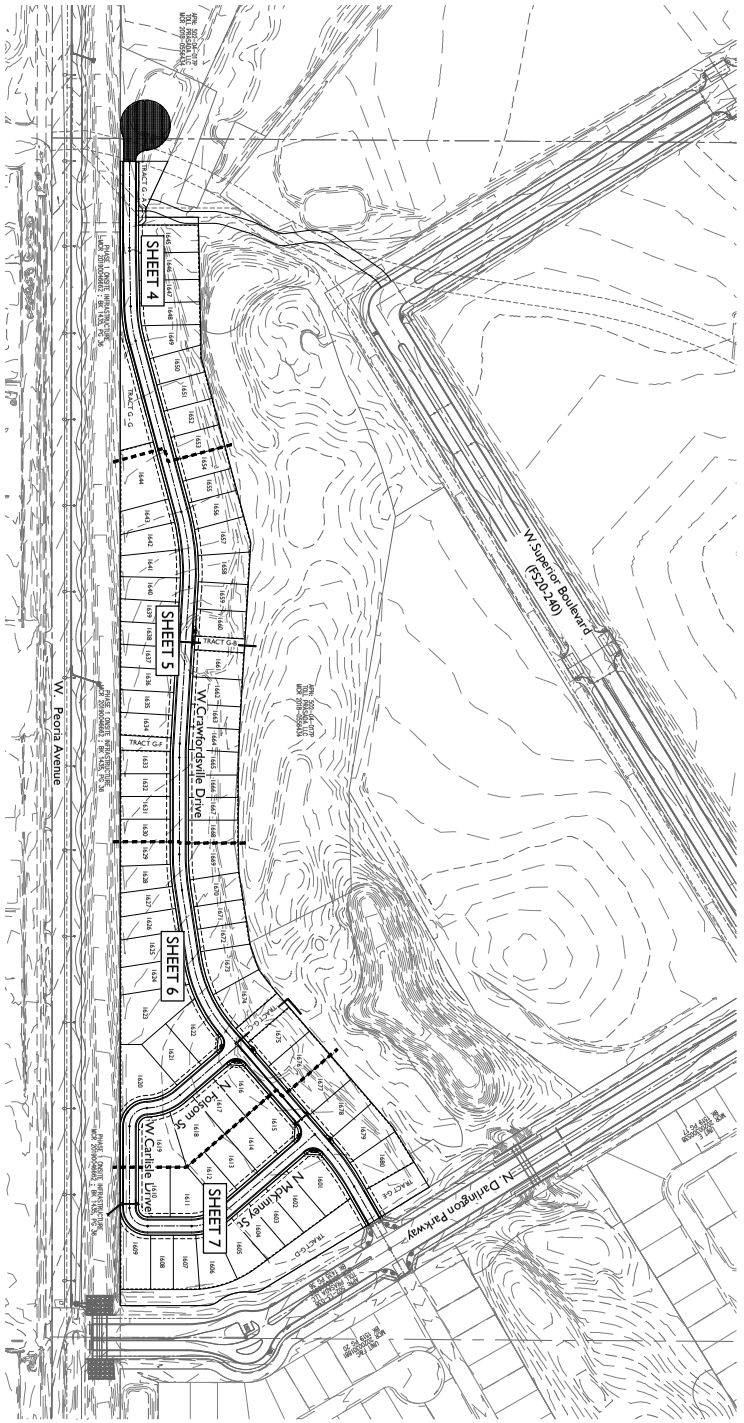

Sheet No. 2 of 8	CS02	Job No. 16-339	Designer: jmd	Drawn by: jmd	1. REVISED PER 1ST REVIEW COMMENTS 4/21 2. REVISED PER 2ND REVIEW COMMENTS 4/21 3. REVISED PER 3RD REVIEW COMMENTS 5/21	Project: TOLL AT PRASADA PHASE 3 - Unit G - PRELIMINARY PLAT SURPRISE, ARIZONA **Preliminary Plat**

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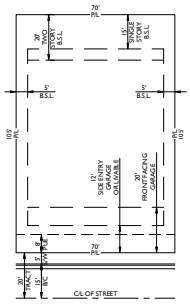
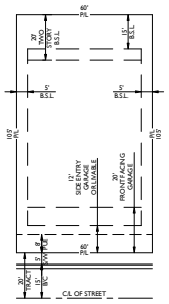
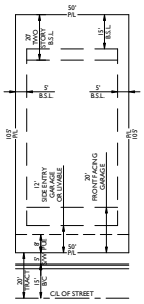
FS21-061 EPS-02



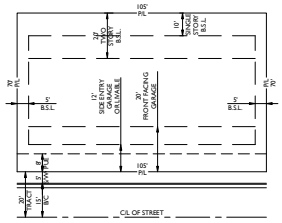
TYPICAL 70' LOT SETBACKS
LOT CATEGORY 'C'
N.T.S.



TYPICAL 60' LOT SETBACKS
LOT CATEGORY 'D1'
N.T.S.



TYPICAL 50' LOT SETBACKS
LOT CATEGORY 'D1'
N.T.S.



TYPICAL 105' LOT SETBACKS
LOT CATEGORY 'D2'
N.T.S.

Development Standard C - FS16-400

Zoning District:	PLV-1	PLV-2
Minimum Lot Area	7,000 Square Feet	
Minimum Lot Width	65 Feet[1]	
Minimum Building Setbacks:[2]		
Front[3][9]		
Front facing garage (measured from back of sidewalk to face of garage door)	20 Feet	
Side entry garage, porch or livable space[5]	12 Feet	
Side[5][10]	5 Feet / 5 Feet	
Rear[4][6]	20 Feet (2 Story) 15 Feet (1 Story)	
Maximum Building Height:[7]	35 Feet	

Notes

1. Lot widths may range from 60 feet to 80 feet, with lot areas from 7,000 square feet.
2. Unless stated otherwise, all setbacks are measured from the property line. All setbacks are subject to the requirements of the applicable Building Code and Fire Code adopted by the City of Surprise.
3. The minimum side yard setback for corner lots shall either be 12 feet or the standard 5 foot side setback with a minimum 8 foot landscape tract on the street side adjacent to the lot. The landscape tract shall be maintained by the Hom Owner's Association.
4. Architectural features such as, but not limited to, covered patios and porches fireplaces, bay windows, shadow boxes, pot shelves, and other pop-outs, can encroach up to 3 feet into the front or rear setbacks and 2 fot into the side setbacks.
5. Driveways for side entry garages or attached garages that face a corner side shall provide for a minimum 10 foot wide by 20 foot deep driveway parking pad, without encroaching on the sidewalk.
6. Covered patios may encroach up to 5 feet into the rear setback.
7. Building height is measured from the finished floor to the top of the parapet or highest point of the roofline.

Development Standard D1 - FS17-587

Zoning District:	PLV-1	PLV-2
Minimum Lot Area	5,000 Square Feet	
Minimum Lot Width	45 Feet[1]	
Minimum Building Setbacks:[2]		
Front[3][9]		
Front & side facing garage (measured from back of sidewalk to face of garage door)	20 Feet	
Side entry garage, porch or livable space[5]	12 Feet	
Side[5][10]	5 Feet / 5 Feet	
Rear[4][6]	20 Feet (2 Story) 15 Feet (1 Story)	
Maximum Building Height:[7]	35 Feet	

Notes

1. Typical configured lot widths may range from 45 feet to 65 feet, with lot areas from 5,000 square feet.
2. A wide shallow lot configuration is permitted, indicated by 8x front entry door as part of the front elevations. Driveway could occur on a side or front yard.
3. Unless stated otherwise, all setbacks are measured from the property line. All setbacks are subject to the requirements of the applicable Building Code and Fire Code adopted by the City of Surprise.
4. The minimum side yard setback for corner lots shall either be 12 feet or the standard 5 foot side setback with a minimum 8 foot landscape tract on the street side adjacent to the lot. The landscape tract shall be maintained by the Hom Owner's Association.
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6. Driveways for side entry garages or attached garages that face a corner side shall provide for a minimum 10 foot wide by 20 foot deep driveway parking pad, without encroaching on the sidewalk. During review of home products with a side entry garage, the developer shall demonstrate that an adequate lot width exists for vehicular turning movements.
7. Covered patios may encroach up to 5 feet into the rear setback.
8. Building height is measured from the finished floor to the top of the parapet or highest point of the roofline.

Development Standard D2 - FS17-587

Zoning District:	PLV-1	PLV-2
Minimum Lot Area	5,000 Square Feet	
Minimum Lot Width	45 Feet[1]	
Minimum Building Setbacks:[2]		
Front[3][9]		
Front & side facing garage (measured from back of sidewalk o face of garage door)	20 Feet	
Side entry garage, porch or livable space[5]	12 Feet	
Side[5][10]	5 Feet / 5 Feet	
Rear[4][6]	20 Feet (2 Story) 10 Feet (1 Story)	
Maximum Building Height:[7]	35 Feet	

Notes

1. Typical configured lot widths may range from 45 feet to 111 feet, with lot areas from 5,000 square feet.
2. A wide shallow lot configuration is permitted, indicated by 8x front entry door as part of the front elevations. Driveway could occur on a side or front yard.
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TOLL AT PRASADA
PHASE 3 - Unit G - PRELIMINARY PLAT
SURPRISE, ARIZONA

Lot Diagrams and Development Standards

Project

Revisions:
1. REVISED PER 1ST REVIEW COMMENTS 4/21
2. REVISED PER 2ND REVIEW COMMENTS 5/21
3. REVISED PER 3RD REVIEW COMMENTS 5/21

Designer: JMR
Drawn by: JR/AS

Job No.
16-339

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of 8

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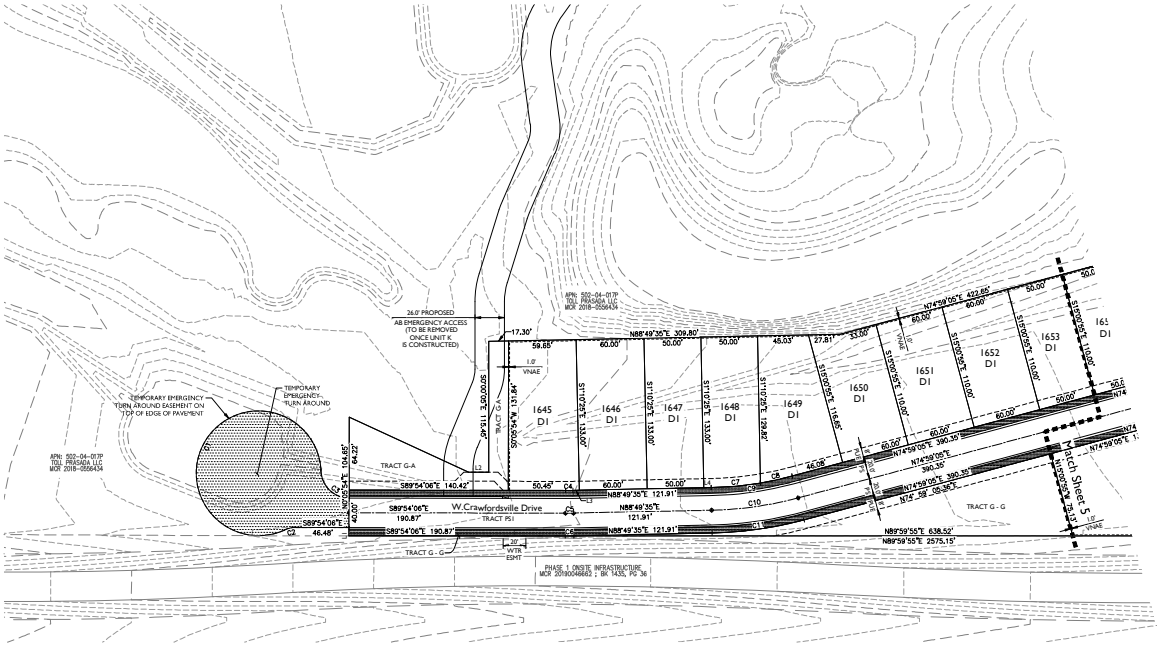
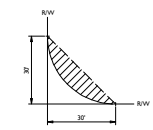
16-339 - Phase 3 - Unit G - PRELIMINARY PLAT





TYPICAL 5-PACK *S.V.T. EASEMENT



TYPICAL S.V.T. EASEMENT
PER CITY OF SURPRISE STANDARD DETAIL 4-02

ABBREVIATIONS

FT	FEE TITLE
CE	COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT
PUE	PUBLIC UTILITY EASEMENT
F/C	FACE OF CURB

LINETYPE LEGEND

- MATCH LINE
- BOUNDARY LINE
- RIGHT OF WAY LINE
- GOLF TRACT BOUNDARY LINE

KEY MAP
NOT TO SCALE

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www.epsgroupinc.com

TOLL AT PRASADA
PHASE 3 - Unit G - PRELIMINARY PLAT
SURPRISE, ARIZONA

Project:

Preliminary Plat

Revisions:
1. REVISED PER 1ST REVIEW COMMENTS 4/21
2. REVISED PER 2ND REVIEW COMMENTS 4/21
3. REVISED PER 3RD REVIEW COMMENTS 5/21

Designer: JMR
Drawn by: JK/AS

Job No.
16-339
PP01
Sheet No.
4
of 8

FS21-061

EPS-02

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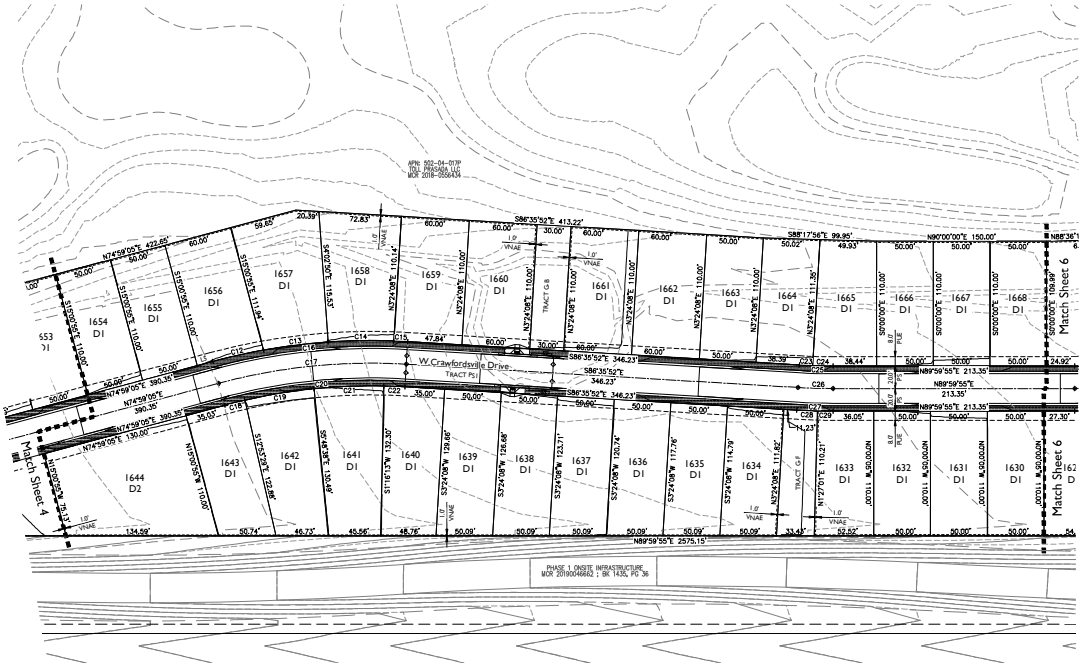
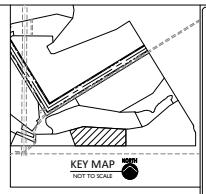
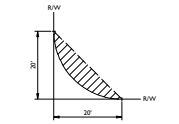
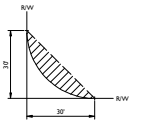
16-339 - Phase 3 - Unit G - PRELIMINARY PLAT







TYPICAL 5-PACK *S.V.T. EASEMENT



TYPICAL S.V.T. EASEMENT
PER CITY OF SURPRISE STANDARD DETAIL 4-02

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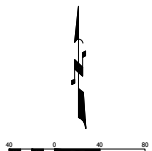

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TOLL AT PRASADA
PHASE 3 - Unit G - PRELIMINARY PLAT
SURPRISE, ARIZONA

Project:

Preliminary Plat

Revisions:
1. REVISED PER 1ST REVIEW COMMENTS 4/21
2. REVISED PER 2ND REVIEW COMMENTS 5/21
3. REVISED PER 2ND SUBMITTAL COMMENTS 5/21

Designer: JMR
Drawn by: JK/AS

Job No.
16-339
PP02
Sheet No.
5
of 8

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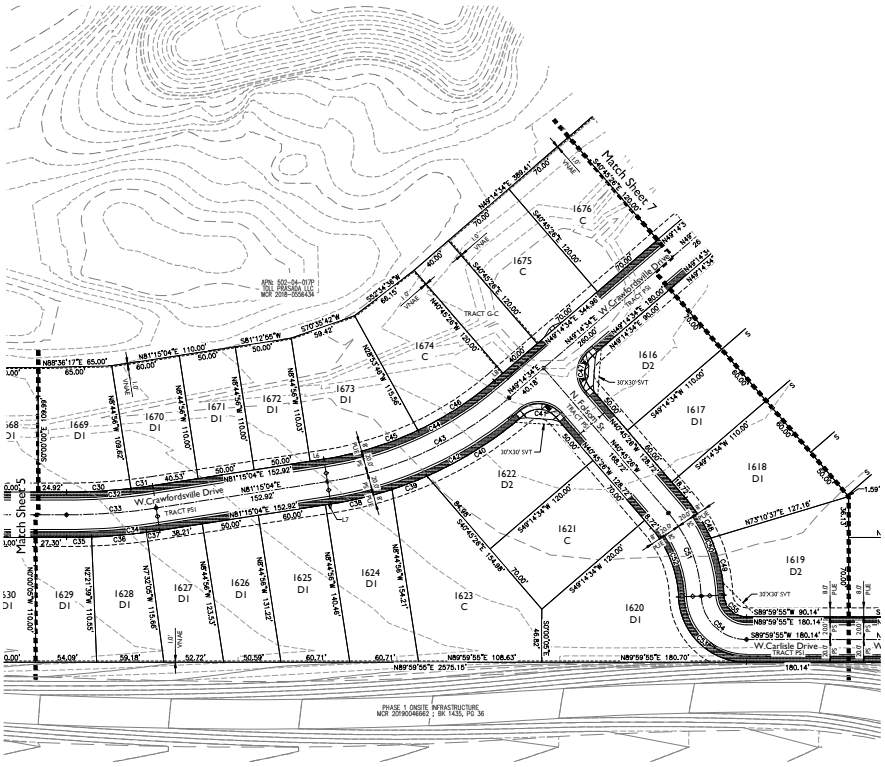
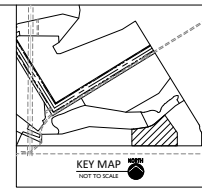
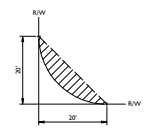
16-339 - Phase 3 - Unit G - PRELIMINARY PLAT







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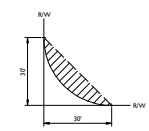

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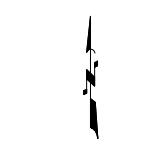
CE	COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT
PUE	PUBLIC UTILITY EASEMENT
F/C	FACE OF CURB

LINETYPE LEGEND

- MATCH LINE
- BOUNDARY LINE
- RIGHT OF WAY LINE
- GOLF TRACT BOUNDARY LINE



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Project:
TOLL AT PRASADA
PHASE 3 - Unit G - PRELIMINARY PLAT
SURPRISE, ARIZONA

Preliminary Plat

Revisions:
1. REVISED PER 1ST REVIEW COMMENTS 4/21
2. REVISED PER 2ND REVIEW COMMENTS 4/21
3. REVISED PER 3RD REVIEW COMMENTS 5/21

Designer: JMR
Drawn by: JK/AS

Job No.
16-339
PP03
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of 8

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FS21-061

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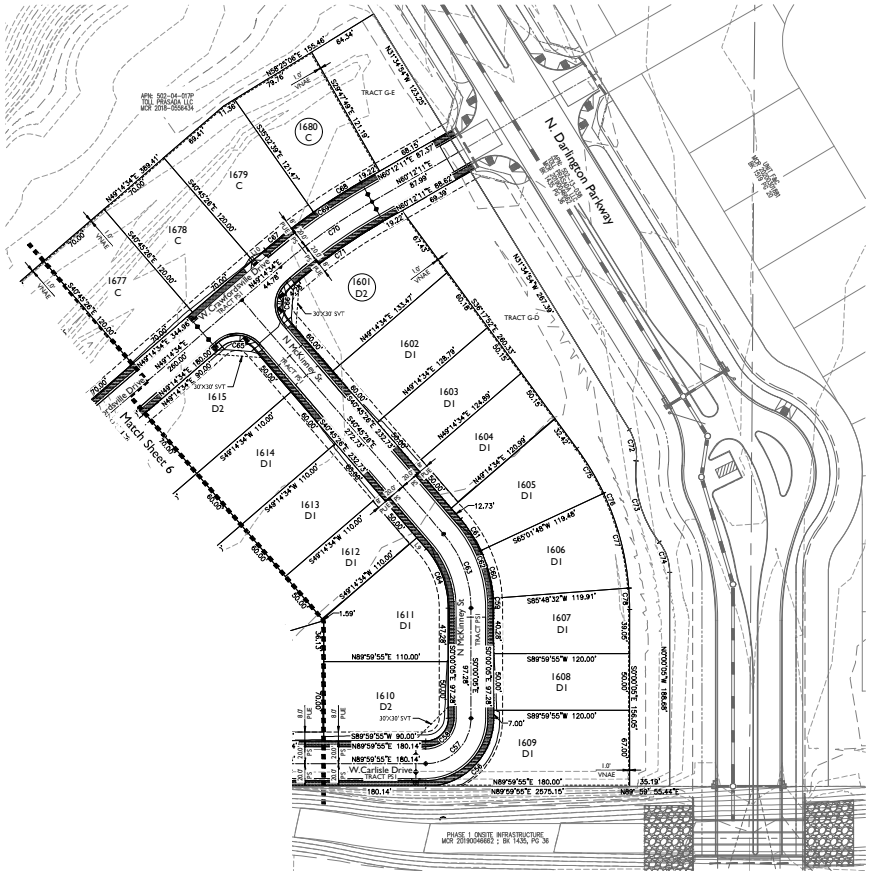
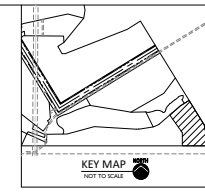
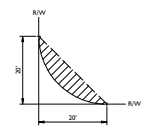
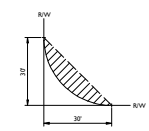
16-339 - Phase 3 - Unit G - PRELIMINARY PLAT







TYPICAL 5-PACK *S.V.T. EASEMENT



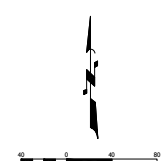
TYPICAL S.V.T. EASEMENT
PER CITY OF SURPRISE STANDARD DETAIL 4-02

ABBREVIATIONS

FT	FEE TITLE
CE	COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT
PUE	PUBLIC UTILITY EASEMENT
F/C	FACE OF CURB

LINETYPE LEGEND

- MATCH LINE
- BOUNDARY LINE
- RIGHT OF WAY LINE
- GOLF TRACT BOUNDARY LINE



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TOLL AT PRASADA
PHASE 3 - Unit G - PRELIMINARY PLAT
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3. REVISED PER 3RD REVIEW COMMENTS 5/21

Designer: JMR
Drawn by: JK/AS

Job No.
16-339
PP04
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May 13, 2021 10:44am S:\Projects\2016\16-339\Civil_Phase 3\Unit G\Pre-Plat_Pre Plat\16-339 - PP - Ph 3 - Unit G - PP04.dwg

16-339 - Phase 3 - Unit G - PRELIMINARY PLAT

BACK OF CURB AND CENTERLINE CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	280.59'	55.00'	61.27'	292°19'05"
C2	10.76'	25.00'	10.68'	024°39'53"
C3	38.17'	25.00'	34.57'	087°29'23"
C4	6.66'	300.00'	6.66'	001°16'19"
C5	7.10'	320.00'	7.10'	001°16'19"
C6	7.55'	340.00'	7.55'	001°16'19"
C7	43.72'	300.00'	43.68'	008°21'01"
C8	28.75'	300.00'	28.74'	005°29'28"
C9	72.47'	300.00'	72.30'	013°50'30"
C10	77.31'	320.00'	77.12'	013°50'30"
C11	82.14'	340.00'	81.94'	013°50'30"
C12	45.78'	540.00'	45.76'	004°51'26"
C13	57.59'	540.00'	57.57'	006°06'39"
C14	58.05'	540.00'	58.02'	006°09'33"
C15	12.16'	540.00'	12.16'	001°17'24"
C16	173.58'	540.00'	172.83'	018°25'02"
C17	167.15'	520.00'	166.43'	018°25'02"
C18	18.53'	500.00'	18.53'	002°07'26"
C19	61.79'	500.00'	61.75'	007°04'51"
C20	160.72'	500.00'	160.03'	018°25'02"
C21	61.79'	500.00'	61.75'	007°04'51"
C22	18.60'	500.00'	18.60'	002°07'54"
C23	11.62'	500.00'	11.62'	001°19'52"

BACK OF CURB AND CENTERLINE CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C24	18.08'	500.00'	18.08'	002°04'20"
C25	29.70'	500.00'	29.70'	003°24'12"
C26	30.89'	520.00'	30.88'	003°24'12"
C27	32.08'	540.00'	32.07'	003°24'12"
C28	18.40'	540.00'	18.39'	001°57'06"
C29	13.68'	540.00'	13.68'	001°27'06"
C30	56.86'	500.00'	56.83'	006°30'57"
C31	19.48'	500.00'	19.48'	002°13'55"
C32	76.34'	500.00'	76.26'	008°44'52"
C33	79.39'	520.00'	79.31'	008°44'52"
C34	82.45'	540.00'	82.37'	008°44'52"
C35	22.24'	540.00'	22.24'	002°21'35"
C36	48.76'	540.00'	48.75'	005°10'26"
C37	11.44'	540.00'	11.44'	001°12'51"
C38	55.53'	340.00'	55.47'	009°21'30"
C39	33.10'	340.00'	33.08'	005°34'38"
C40	101.48'	340.00'	101.11'	017°06'05"
C41	31.43'	20.00'	28.29'	090°01'43"
C42	190.11'	340.00'	187.65'	032°02'14"
C43	178.77'	320.00'	176.45'	032°00'29"
C44	167.59'	300.00'	165.42'	032°00'29"
C45	87.02'	300.00'	86.71'	016°37'09"
C46	80.58'	300.00'	80.33'	015°23'20"

BACK OF CURB AND CENTERLINE CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C47	31.42'	20.00'	28.28'	090°00'00"
C48	41.90'	140.00'	41.75'	017°08'54"
C49	51.79'	140.00'	51.50'	021°11'48"
C50	93.69'	140.00'	91.96'	038°20'43"
C51	80.31'	120.00'	78.82'	038°20'43"
C52	66.92'	100.00'	65.68'	038°20'43"
C53	91.72'	60.00'	83.05'	087°35'22"
C54	61.15'	40.00'	55.37'	087°35'22"
C55	30.57'	20.00'	27.68'	087°35'22"
C56	94.25'	60.00'	84.85'	090°00'00"
C57	62.83'	40.00'	56.57'	090°00'00"
C58	31.42'	20.00'	28.28'	090°00'00"
C59	8.78'	120.00'	8.77'	004°11'24"
C60	43.52'	120.00'	43.28'	020°46'43"
C61	33.06'	120.00'	32.96'	015°47'14"
C62	85.36'	120.00'	83.57'	040°45'21"
C63	71.13'	100.00'	69.64'	040°45'21"
C64	56.91'	80.00'	55.71'	040°45'21"
C65	31.42'	20.00'	28.28'	090°00'00"
C66	31.42'	20.00'	28.28'	090°00'00"
C67	53.84'	540.00'	53.82'	005°42'46"
C68	49.46'	540.00'	49.44'	005°14'51"
C69	103.30'	540.00'	103.14'	010°57'37"

BACK OF CURB AND CENTERLINE CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C70	99.47'	520.00'	99.32'	010°57'37"
C71	95.65'	500.00'	95.50'	010°57'37"
C72	28.64'	43.50'	28.13'	037°43'35"
C73	76.57'	100.00'	74.72'	043°52'22"
C74	28.64'	43.50'	28.13'	037°43'35"
C75	46.34'	240.00'	46.26'	011°03'44"
C76	86.93'	240.00'	86.45'	020°45'08"
C77	86.93'	240.00'	86.45'	020°45'08"
C78	18.78'	240.00'	18.77'	004°28'56"

LINE TABLE		
LINE	LENGTH	BEARING
L1	0.43'	N00°05'54"E
L2	17.94'	N89°54'06"W
L3	5.48'	N88°49'35"E
L4	6.43'	N88°49'35"E
L5	14.28'	N74°59'05"E
L6	12.40'	N81°15'04"E
L7	4.71'	N81°15'04"E
L8	10.18'	N49°14'34"E
L9	12.73'	S40°45'26"E
L10	14.78'	N49°14'34"E

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	LOT CATEGORY
1601	10,340	0.2374	D2
1602	7,868	0.1806	D1
1603	6,342	0.1456	D1
1604	6,147	0.1411	D1
1605	7,447	0.1710	D1
1606	7,806	0.1792	D1
1607	6,412	0.1472	D1
1608	6,000	0.1377	D1
1609	8,813	0.2023	D1
1610	7,614	0.1748	D2
1611	8,543	0.1961	D1
1612	5,500	0.1263	D1
1613	6,600	0.1515	D1
1614	6,600	0.1515	D1
1615	7,614	0.1748	D2
1616	7,614	0.1748	D2
1617	6,600	0.1515	D1
1618	9,683	0.2223	D1
1619	9,998	0.2295	D2
1620	11,651	0.2675	D1

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	LOT CATEGORY
1621	8,400	0.1928	C
1622	8,808	0.2022	D2
1623	13,773	0.3162	C
1624	8,787	0.2017	D1
1625	8,150	0.1871	D1
1626	6,369	0.1462	D1
1627	6,087	0.1397	D1
1628	6,067	0.1393	D1
1629	5,704	0.1309	D1
1630	5,500	0.1263	D1
1631	5,500	0.1263	D1
1632	5,500	0.1263	D1
1633	5,625	0.1291	D1
1634	5,665	0.1301	D1
1635	5,814	0.1335	D1
1636	5,963	0.1369	D1
1637	6,111	0.1403	D1
1638	6,260	0.1437	D1
1639	6,409	0.1471	D1
1640	6,707	0.1540	D1

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	LOT CATEGORY
1641	7,074	0.1624	D1
1642	6,859	0.1575	D1
1643	5,992	0.1376	D1
1644	12,034	0.2763	D2
1645	8,098	0.1859	D1
1646	7,980	0.1832	D1
1647	6,650	0.1527	D1
1648	6,604	0.1516	D1
1649	7,323	0.1681	D1
1650	6,690	0.1536	D1
1651	6,600	0.1515	D1
1652	6,600	0.1515	D1
1653	5,500	0.1263	D1
1654	5,500	0.1263	D1
1655	5,500	0.1263	D1
1656	6,630	0.1522	D1
1657	7,905	0.1815	D1
1658	7,327	0.1682	D1
1659	6,601	0.1515	D1
1660	6,600	0.1515	D1

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	LOT CATEGORY
1661	6,600	0.1515	D1
1662	6,600	0.1515	D1
1663	5,500	0.1263	D1
1664	5,537	0.1271	D1
1665	5,895	0.1353	D1
1666	5,500	0.1263	D1
1667	5,500	0.1263	D1
1668	5,500	0.1263	D1
1669	8,095	0.1858	D1
1670	6,598	0.1515	D1
1671	5,500	0.1263	D1
1672	5,501	0.1263	D1
1673	9,049	0.2077	D1
1674	9,367	0.2150	C
1675	8,400	0.1928	C
1676	8,400	0.1928	C
1677	8,400	0.1928	C
1678	8,400	0.1928	C
1679	9,014	0.2069	C
1680	8,952	0.2055	C

TRACT USE TABLE (PS = PRIVATE STREET TRACT)			
TRACT	USE	AREA (SF)	AREA (AC)
TRACT G-A	LANDSCAPE OPEN SPACE, PUBLIC UTILITY EASEMENT	6776	0.156
TRACT G-B	LANDSCAPE, OPEN SPACE, STORM DRAIN	3300	0.076
TRACT G-C	LANDSCAPE, OPEN SPACE, STORM DRAIN	4800	0.110
TRACT G-D	LANDSCAPE, OPEN SPACE	26285	0.603
TRACT G-E	LANDSCAPE, OPEN SPACE	8094	0.186
TRACT G-F	LANDSCAPE, OPEN SPACE	3495	0.080
TRACT G - G	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT	10920	0.251
TRACT PS1	PRIVATE STREET TRACT, PUBLIC UTILITY EASEMENT	138062	3.169

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w w w . e p s g r o u p i n c . c o m

EPS-02

Project:
TOLL AT PRASADA
PHASE 3 - Unit G - PRELIMINARY PLAT
SURPRISE, ARIZONA

Data Tables

Revisions:
1. REVISED PER 1ST REVIEW COMMENTS 4/21
2. REVISED PER WATER COMMENTS 4/21
3. REVISED PER 3RD REVIEW COMMENTS 5/21

Designer: JMR
Drawn by: JK/AS

Job No.
16-339
TB01

Sheet No.
8
of 8

FS21-0861

Plotted: May. 13, 2021 - 10:45am S:\Projects\2016\16-339\Civil_Phase 3\Unit G\Pre-Plat_Pre Plat\16-339 - PP - Ph 3 - Unit G - TB01.dwg
Xrefs:

Prasada - Unit G

WEST OF COTTON LANE , SOUTH OF CACTUS ROAD.
CITY OF SURPRISE PRE-PLAT LANDSCAPE PLANS

FS21-061
RECEIVED 4-9-2021

GENERAL NOTES:

1. THESE CONSTRUCTION DOCUMENTS, INCLUDING ALL PLANS, NOTES, DETAILS AND SPECIFICATIONS ARE INTENDED TO FACILITATE THE INSTALLATION CONTRACTOR BY PROVIDING GENERAL GUIDELINES FOR DESIGN INTENT. IT IS THE GOAL OF THE DOCUMENTS THAT THE WORK IS TO BE COMPLETED WITHOUT CHANGE ORDERS. ALL QUANTITIES SHOWN IN THE DOCUMENTS ARE ESTIMATES ONLY AND ARE NOT GUARANTEED. THE CONTRACTOR SHALL SUPPLY ALL MATERIALS, LABOR AND EQUIPMENT IN ORDER TO FULFILL THE INTENT OF THE DESIGN DRAWINGS.
2. INTERPRETATION OF THE PLANS AND SPECIFICATIONS SHALL BE MADE BY THE "AUTHOR" OR "ARCHITECT/ENGINEER-OF-RECORD" OF THE RESPECTIVE DOCUMENT AND SHALL BE CONSIDERED FINAL. ANY POSSIBLE AMBIGUITY SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR PRIOR TO SUBMITTING FORMAL BIDS. ALL CLARIFICATIONS SHALL BE PREPARED IN WRITING BY THE "ARCHITECT/ENGINEER-OF-RECORD" PRIOR TO BIDDING. THE CONTRACTOR SHALL ACCEPT THE INTERPRETATION OF THE "ARCHITECT/ENGINEER-OF-RECORD" AS THE CORRECT AND FINAL INTERPRETATION.
3. ANY INCIDENTAL INSTALLATION PROCEDURE, MATERIAL OR EQUIPMENT, NOT MENTIONED IN THESE CONSTRUCTION DOCUMENTS, THE SPECIFICATIONS NOR SHOWN ON THE PLANS, WHICH MAY BE NECESSARY FOR COMPLETION AND SATISFACTORY OPERATION OF THE DESIGN SYSTEM SHALL BE FURNISHED AND INSTALLED (AS BASED ON INDUSTRY STANDARDS) AS THOUGH SHOWN OR PROVIDED FOR.
4. EXISTING CONDITIONS AND BASE INFORMATION ARE BASED ON PLANS PREPARED BY: CIVIL ENGINEER.
5. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE LOCATIONS OF EXISTING AND FUTURE UNDERGROUND SERVICES AND IMPROVEMENTS WHICH MAY CONFLICT WITH THE WORK TO BE DONE. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY SHOULD A CONFLICT ARISE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY PERMITS AND SHALL NOTIFY ALL UTILITY COMPANIES WITH UTILITIES ON SITE PRIOR TO THE CONSTRUCTION OF THE PROJECT.
7. FOR UNDERGROUND UTILITY COORDINATION AND 48 HOURS PRIOR TO START OF CONSTRUCTION (EXPERIENCING ON AREA OR JURISDICTION), THE CONTRACTOR SHALL CONTACT:
   A) BLUE STAKE (ARIZONA) 1-800-782-5348
   B) UNDERGROUND SERVICES ALERT (USA) 1-800-227-2600
   C) ARIZONA PUBLIC SERVICE 1-800-240-2414
8. THESE NOTES ARE TO BE USED FOR GENERAL REFERENCE IN CONJUNCTION WITH AND AS A SUPPLEMENT TO THE WRITTEN SPECIFICATIONS, APPROVED ADDENDUMS, AND THE CHANGE ORDERS AS ASSOCIATED WITH THESE CONSTRUCTION DOCUMENTS.
9. SHOULD THE CONTRACTOR HAVE ANY QUESTIONS REGARDING THESE CONSTRUCTION DOCUMENTS OR SHOULD THERE BE ANY DISCREPANCIES, HE SHALL CONTACT THE LANDSCAPE ARCHITECT FOR CLARIFICATION BEFORE PROCEEDING FURTHER.
10. ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS AND PER GOVERNING CODES AND/OR ORDINANCES.
11. THE CONTRACTOR SHALL PROVIDE BARRICADES AND TRAFFIC CONTROL ALONG PUBLIC STREETS, IF REQUIRED, DURING INSTALLATION.
12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPORT TO THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND FIELD CONDITIONS PRIOR TO THE START OF WORK.
13. BEFORE WORK BEGINS ON THE PROJECT, THE CONTRACTOR SHALL REVIEW THE PROJECT WITH THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE.
14. THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE SHALL APPROVE ANY OR ALL CHANGES PRIOR TO THE START OF WORK.
15. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND COORDINATING EXISTING SITE CONDITIONS.
16. THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE LOCAL, STATE, AND/OR FEDERAL LAWS AND/OR REGULATIONS PERTAINING TO THE PROJECT.
17. THE CONTRACTOR SHALL PROPERLY COORDINATE HIS WORK WITH OTHER CONTRACTORS WORK PRIOR TO INSTALLATION.
18. THE CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT EXISTING IMPROVEMENTS AND THE PUBLIC FROM DAMAGE THROUGHOUT CONSTRUCTION.
19. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES IMPOSED, UNINTENTIONALLY OR ACCIDENTALLY TO EXISTING UTILITIES, STRUCTURES, WALLS, OR OTHER AMENITIES, DUE TO THE ACTION OF THE CONTRACTOR, CONTRACTOR'S EMPLOYEES AND/OR THE CONTRACTOR'S SUBCONTRACTORS. DAMAGE OCCURRED DURING THE CONTRACTOR'S OPERATION SHALL BE REPAIRED, AT THE EXPENSE OF THE CONTRACTOR, TO THE SATISFACTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
20. MATCH GRADES, LAYOUT AND ELEVATIONS OF ADJOINING LANDSCAPE WORK BY OTHERS. NOTIFY THE LANDSCAPE ARCHITECT OF CONFLICTS BEFORE PROCEEDING WITH CONSTRUCTION.

PLANTING GENERAL NOTES:

1. THE CONTRACTOR SHALL REVIEW PLANTING PLAN WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
2. THE LANDSCAPE ARCHITECT OR HIS REPRESENTATIVE RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIALS HE DEEMS UNACCEPTABLE. SEE SPECIFICATIONS.
3. THE CONTRACTOR SHALL SUPPLY AND INSTALL ALL PLANT MATERIAL AS SPECIFIED ON THE PLANTING PLANS. HOWEVER, SHOULD THE PLANT MATERIAL BE TEMPORARILY UNAVAILABLE, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND INSTALL 5 GALLON NURSERY BUCKETS WITH IRRIGATION AT EACH PLANT LOCATION, AS THE PLANT MATERIAL BECOMES AVAILABLE, THE 5 GALLON BUCKETS SHALL BE REMOVED AND PLANT MATERIAL INSTALLED.
4. ANY AND ALL SUBSTITUTIONS TO BE APPROVED BY DESIGN/BUILDER AND/OR THE LANDSCAPE ARCHITECT.
5. LOCATE PLANTS AWAY FROM SPRINKLER HEADS, LIGHT FIXTURES, OR OTHER OBSTRUCTIONS.
6. FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
7. PLANTING AND IRRIGATION DESIGN MAY BE MODIFIED TO ADAPT TO WALK CONFIGURATIONS THAT DIFFER FROM THESE PLANS, OR BECAUSE OF GRADE LIMITATIONS ON SITE.
8. WATER TEST ALL TREE PLANTING HOLES PRIOR TO PLANTING. IF TREE HOLE DOES NOT DRAIN, DO NOT PLANT. SEE HARDPAN DETAIL.
9. REFER TO THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON DRAWINGS.
10. TREES SHALL BE PLANTED A MINIMUM OF 10'-0" FROM STREET LIGHTS / FIRE HYDRANTS, 6'-0" FROM EDGE OF UNDERGROUND PIPELINES AND A MINIMUM OF 4'-0" FROM WALKS, CURBS AND WALLS. SHRUBS SHALL BE PLACED A MINIMUM OF 2'-0" FROM CURB AND WALKS.
11. ALL SPECIMEN TREES, SHRUBS AND CACTI SHALL BE FIELD LOCATED BY LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE.
12. THE CONTRACTOR SHALL INSTALL "SHAWDOWN ROOT BARRIER PANELS" (OR APPROVED EQUAL) AT ALL TREES WITHIN 7'-0" FEET OF HARDSCAPE ELEMENTS INCLUDING (BUT NOT LIMITED TO) SIDEWALKS, ASPHALT CONCRETE SLABS / FOOTINGS AND STRUCTURES. CONTRACTOR SHALL SUBMIT SPECIFICATION SHEETS OF PROPOSED ROOT BARRIER PANELS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
13. THE CONTRACTOR SHALL INSTALL ARBOR GUARDS AT ALL TREES LOCATED IN TURF AREAS.
14. ON-SITE AND OFF-SITE TOPSOIL SHALL CONFORM TO CONTENT REQUIREMENTS AS SPECIFIED IN PART 2 OF THE PLANTING SPECIFICATIONS. AGRICULTURAL TEST SUBMITTALS ARE REQUIRED FOR ALL MATERIAL USED FOR TOPSOIL AND BACKFILL. SUBMIT REPORT TO LANDSCAPE ARCHITECT FOR REVIEW.
15. ALL PLANT MATERIAL SHALL BE IN COMPLIANCE WITH THE AMERICAN STANDARDS FOR NURSERY STOCK, LATEST EDITION.
16. THE CONTRACTOR SHALL PROVIDE MAINTENANCE FOR ALL ALL PLANT MATERIAL FROM THE TIME OF INSTALLATION THROUGH SUBSTANTIAL COMPLETION.
17. CACTI SHALL BE PLANTED A MINIMUM OF 5'-0" AWAY FROM ALL PEDESTRIAN ROUTES.
18. CACTI SHALL BE WELL ROOTED AND NON-SCARRED.
19. PLANT MATERIAL MARKED 'SALVAGE' SHALL BE SELECTED FROM ON-SITE SALVAGE INVENTORY. ALL MATERIAL SELECTIONS SHALL BE APPROVED BY LANDSCAPE ARCHITECT AND/OR OWNER'S AUTHORIZED REPRESENTATIVE.
20. IN DISTURBED AREAS INDICATED TO RECEIVE REVEGETATION HYDROSEED AND/OR PLANTING, THE CONTRACTOR SHALL MATCH EXISTING NATURAL DESERT STONE GROUND COVER CONDITIONS ADJACENT TO THE PROJECT.
21. NATIVE REVEGETATION AREAS AND PLANTER BEDS SHALL BE TREATED WITH PRE-EMERGENT AS PER MANUFACTURER'S INSTRUCTIONS. RE-APPLY AS NECESSARY TO ELIMINATE INVASIVE WEEDS. REMOVE ALL DEAD DEBRIS.
22. THE CONTRACTOR SHALL PROVIDE A 50'-0" BY 50'-0" TYPICAL MOCK-UP OF NATIVE REVEGETATION AREAS FOR REVIEW BY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE.
23. ALL TREE STAKING SHALL CONFORM TO THE PLANTING DETAILS OR AS NOTED IN THE SPECIFICATIONS. THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE SHALL REVIEW TYPICAL TREE STAKING PRIOR TO FINAL ACCEPTANCE.

INERT GENERAL NOTES:

ANGULAR GRANITE RIP-RAP:

1. INSTALL GRANITE RIP-RAP IN ALL DRAINAGE SWALES, AND WHERE INDICATED ON PLANS (TYPICAL). REFER TO MATERIALS SCHEDULE / PLANTING LEGEND FOR COLOR AND SIZE OF GRANITE RIP-RAP.
2. THE CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
3. THE CONTRACTOR SHALL REFER TO CIVIL PLANS FOR ADDITIONAL INFORMATION.

DECOMPOSED GRANITE

1. DECOMPOSED GRANITE IS REQUIRED IN ALL PLANTING AREAS, EXCEPT AREAS OF TURF AND GRANITE RIP-RAP, AND SHALL EXTEND UNDER PLANT MATERIAL UNLESS NOTED OTHERWISE ON PLANS, REFER TO MATERIALS SCHEDULE / PLANTING LEGEND.
2. ALL PLANTING AREAS SHALL RECEIVE A 2" MINIMUM LAYER OF DECOMPOSED GRANITE, THROUGHOUT (TYPICAL).
3. CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

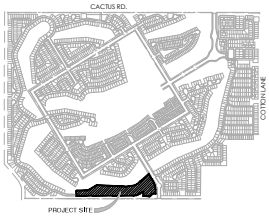
IRRIGATION GENERAL NOTES:

1. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FULL IRRIGATION COVERAGE OF ALL PLANT MATERIAL.
2. THE LANDSCAPE CONTRACTOR SHALL SUBMIT FULL PIPING PLANS, AFTER FIELD VERIFICATION, DEPICTING POINT OF CONNECTION, METER LOCATION AND SIZE, BACKFLOW PREVENTER LOCATION AND SIZE, AND PIPE ROUTING AND SIZES.
3. THE LANDSCAPE CONTRACTOR SHALL INSTALL THE SPECIFIED SYSTEM IN ACCORDANCE WITH THE ATTACHED SCHEDULES, NOTES, DETAILS, AND SPECIFICATIONS.
4. THE LANDSCAPE CONTRACTOR TO SITE VERIFY PRESSURE AND NOTIFY LANDSCAPE ARCHITECT OF ANY DIFFERENCES PRIOR TO INSTALLATION OR ORDERING OF MATERIALS. IF CONTRACTOR FAILS TO NOTIFY LANDSCAPE ARCHITECT, HE IS FINANCIALLY RESPONSIBLE FOR ANY NECESSARY SYSTEM ALTERATIONS THAT RESULT.
5. THE LANDSCAPE CONTRACTOR SHALL FIELD VERIFY EXISTING TAP LOCATIONS. INSTALL NEW METERS PER THE ATTACHED IRRIGATION SCHEDULE.
6. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING OF ASPHALT OR CONCRETE AS REQUIRED FOR SLEEVE INSTALLATION ACCORDING TO THE IRRIGATION SCHEDULE.
7. CONTROLLER TO BE INSTALLED AS PER MANUFACTURER'S SPECIFICATIONS. CONTROLLER SIZE AND QUANTITIES TO BE DETERMINED BY THE VALVE REQUIREMENTS AND POINTS OF CONNECTION. INSTALL ONE (1) CONTROLLER AT EACH POINT OF CONNECTION.
8. INSTALL ALL MAINLINE AND LATERALS ACCORDING TO THE IRRIGATION AND PIPING SCHEDULES.
9. ALL VALVE FLOWS SHALL NOT EXCEED MANUFACTURER'S SPECIFICATIONS.
10. VALVE BOXES SHALL BE SQUARE TO ADJACENT WALKS OR CURBS AND FLUSH WITH THE FINAL GRADE.
11. WORK SHALL CONFORM TO ALL CONSTRUCTION CODES AND REGULATIONS.
12. THE LANDSCAPE CONTRACTOR SHALL INSTALL GREEN VALVE BOXES IN TURF AREAS AND TAN VALVE BOXES IN DECOMPOSED GRANITE AREAS (TYPICAL).
13. REFER TO THE IRRIGATION NOTES FOR THE CALCULATED PRESSURE AT THE WATER METER. REFER TO NOTE #4 IF PRESSURE DIFFERS FROM THAT NOTED.
14. THE LANDSCAPE CONTRACTOR SHALL VISIT SITE PRIOR TO BIDDING ON PROJECT TO VERIFY INSTALLATION CONDITIONS.
15. PRIOR TO COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL CONTACT BLUE STAKE TO VERIFY LOCATIONS AND DEPTHS OF UNDERGROUND UTILITIES THAT MAY BE EFFECTED BY HIS WORK, AND SHALL BE RESPONSIBLE FOR DAMAGES TO SUCH UTILITIES CAUSED AS A RESULT OF HIS IRRIGATION INSTALLATION.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPENSATING THE OWNER AND/OR THE OWNER'S REPRESENTATIVE FOR ANY DESIGN CHANGES MADE AS A RESULT OF DEVIATION BY THE CONTRACTOR FROM THE PLANS AND SPECIFICATIONS OR DUE TO ERRORS, FAULTY MATERIAL OR FAULTY WORKMANSHIP.
17. INSTALL ALL MAINLINES WITH A MINIMUM OF 20" OF COVER.
18. INSTALL ALL LATERALS WITH A MINIMUM OF 12" OF COVER.
19. ALL PIPE TO BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS AND ASTM STANDARD D 2774.
20. ALL THREADED JOINTS TO BE COATED WITH TEFLON TAPE UNLESS OTHERWISE SPECIFIED BY THE MANUFACTURER. USE LIQUID TEFLON ON METAL PIPE THREADS ONLY.
21. FLUSHING OF ALL LINES PRIOR TO INSTALLATION OF SPRINKLERS AND EMITTERS IS REQUIRED.
22. INSTALL ALL SPRINKLERS, EMITTERS, AND RELATED MATERIAL PER IRRIGATION SYSTEM SPECIFICATIONS AND DETAILS.
23. INSTALL ALL ELECTRICAL JOINTS WITH 3-M WATERPROOF CONNECTORS.
24. ALL ELECTRICAL CONNECTIONS SHALL BE MADE AT THE REMOTE CONTROL VALVE BOXES. CONTROLLER ENCLOSURES AND VALVE BOXES SPECIFICALLY FOR ELECTRICAL CONNECTIONS.
25. A CERTIFIED ELECTRICIAN SHALL BE RESPONSIBLE FOR INSTALLING ALL WIRING FROM THE CIRCUIT BREAKER AT THE 120 VOLT SOURCE LOCATION TO AUTOMATIC CONTROLLER.
26. ALL 120 VOLT VOLT POWER WIRE TO BE INSTALLED PER LOCAL CODE AND THE N.E.C.
27. INSTALL ALL VALVE WIRING IN MAINLINE TRENCH AS DETAILED.
28. INSTALL ALL REMOTE CONTROL VALVES AT HEIGHT INDICATED ON DETAILS, AS HIGH AS POSSIBLE BUT ALLOWING CLEARANCE BETWEEN VALVE BOX LID AND FLOW CONTROL HANDLE ON REMOTE CONTROL VALVE.
29. INSTALL ALL MAINLINE GATE VALVES IN A ROUND PLASTIC VALVE BOX PER DETAILS.
30. ALL PVC SOLVENT WELD FITTINGS SHALL BE LASCO OR APPROVED EQUAL.
31. THE MAINLINE, LATERAL PIPE, AND VALVES ARE SHOWN **SCHEMATICALLY** AND SHALL BE **INSTALLED WITHIN THE LANDSCAPE AREA, OUTSIDE 5'-0" W. AND 7'-0" E.**, ADJACENT TO SIDEWALK OR CURB AND OFFSET 18" WHEREVER POSSIBLE.
32. SUPPLY THE FOLLOWING MATERIAL TO THE OWNER:
   A) TWO WRENCHES FOR DISASSEMBLY AND ADJUSTING OF EACH TYPE OF SPRINKLER HEAD AND VALVE SUPPLIED.
   B) TWO KEYS FOR EACH OF THE CONTROLLERS.
   C) TWO COUPLER KEYS MATCHING HOSE BIBS AND SHUT-OFF VALVE.
   D) TWO VALVE BOX KEYS.
33. ALL MAINLINE FITTINGS FOR PIPE 3" AND LARGER SHALL BE CAST OR DUCTILE IRON FOR PVC: SCHEDULE 80 PVC FOR 2 1/2" AND SMALLER.
34. ALL MAINLINE PIPE SHALL BE A MINIMUM OF SCHEDULE 40.
35. SLEEVES SHALL BE A MINIMUM OF TWO TIMES THE DIAMETER OF THE LINE SIZE.
36. ALL MAINLINE AND IRRIGATION EQUIPMENT SHALL BE PLACED IN TURF OR LANDSCAPED AREAS.
37. CONTROLLER WIRES THAT ARE DIRECT BURIED SHALL BE #14 OR BETTER, BUNDLED OR WRAPPED A MINIMUM OF EVERY TWELVE (12) FEET. DURING INSTALLATION WIRES SHALL HAVE A 24" LOOP TIED IN ALL DIRECTION CHANGES GREATER THAT 30 DEGREES AND BE UNTIED PRIOR TO TRENCH FILL IN.
38. DRIP / EMITTER FLUSH VALVES SHALL BE PLACED IN A VALVE BOX AT THE END OF ALL DRIP LATERAL RUNS, AS DESCRIBED ON THE DRAWINGS.
39. ALL VALVES, PRESSURE REGULATORS AND OTHER DEVICES SHALL BE PLACED IN AN APPROPRIATELY SIZED VALVE BOX WITH A MINIMUM OF TWO (2) INCHES OF PEA GRAVEL.
40. PRIOR TO PLACING ANY IRRIGATION SYSTEM IN SERVICE, AN ARIZONA CERTIFIED BACKFLOW DEVICE TESTER SHALL TEST THE BACKFLOW PREVENTION DEVICE AND GIVE A COPY OF THE PASSED TEST RESULTS TO THE MARICOPA COUNTY INSPECTOR OR MAIL IT TO THE MARICOPA COUNTY DEPARTMENT OF PUBLIC WORKS INSPECTION STATION.
41. AFTER INITIAL TESTING, ALL BACKFLOW DEVICES SHALL BE TESTED ANNUALLY.
42. BACKFLOW DEVICES SHALL BE A MINIMUM OF TWO (2) FEET FROM THE WATER METER AND NO MORE THAN FIVE (5) FEET FROM THE WATER METER.
43. ALL BACKFLOW PREVENTION DEVICES SHALL HAVE A MINIMUM 24"x36"x4" CLASS B CONCRETE SLAB WITH PIPE SLEEVES. IF A SECURITY CAGE IS INSTALLED, CONCRETE SHALL BE 36" (6") INCHES LARGER ON ALL SIDES THAN THE SECURITY CAGE.
44. ALL PIPE CROSSINGS IN THE RIGHT-OF-WAY SHALL BE MARKED ON EACH SIDE OF THE CURB WITH A NON-DESTRUCTIBLE MARKING.

GRADING GENERAL NOTES:

1. CONTRACTOR SHALL GRADE TO MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES. REVIEW ENGINEERS PLAN FOR DRAINAGE.
2. FINISH GRADING SHALL BE BY THE DIRECTION OF THE LANDSCAPE ARCHITECT.
3. LANDSCAPE ARCHITECT SHALL APPROVE GRADING PRIOR TO PLANTING.
4. GRADING FOR THIS PROJECT INCLUDES THE FOLLOWING:
   A) FINE GRADING OF EXISTING ROUGH GRADES IS REQUIRED TO PROVIDE SMOOTH, EVEN GRADE TRANSITION IN LANDSCAPE AREA.
   B) IMPORTING AND PLACING "OFF-SITE 3/8" MINUS TOPSOIL" IN THE FOLLOWING AREAS:
      i) TURF, AND ANNUAL AREAS (6" DEPTH).
      ii) PLANT BACKFILL (CAN BE SCREENED ON-SITE SOIL).
5. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY CALICHE ENCOUNTERED ON SITE AT NO ADDITIONAL COST TO THE OWNER. THE OWNER AND CONTRACTOR SHALL COORDINATE A SUITABLE LOCATION ON SITE TO DISPOSE OF THE CALICHE MATERIAL. SHOULD A SUITABLE LOCATION ON SITE NOT EXIST, THE OWNER SHALL BE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH REMOVAL AND DISPOSAL OF THE CALICHE.
6. FINISH GRADE OF ALL PLANTING AREAS IS TO BE 1.5" BELOW ADJACENT PAVING UNLESS NOTED OTHERWISE.
7. REFERENCE CIVIL ENGINEERING DRAWINGS FOR GRADING AND DRAINAGE FLOWS. THE CONTRACTOR SHALL BE RESPONSIBLE THAT THESE ARE PROVIDED FOR AND NOT IMPAIRED WITH OBSTRUCTIONS.
8. THE CONTRACTOR IS RESPONSIBLE FOR GRADING ALL AREAS AT THE DIRECTION OF THE LANDSCAPE ARCHITECT TO CREATE A NATURALLY UNDULATING GROUND PLANE.

SITE MAP:



CITY OF SURPRISE LANDSCAPE NOTES:

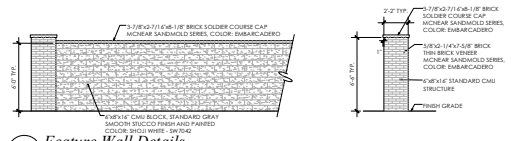
1. ALL LANDSCAPE AND IRRIGATION INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY OR OTHER CITY MAINTAINED AREAS SHALL BE INSTALLED PER THE APPROVED PLANS. ALL LANDSCAPING APPROVED AS A PART OF THE SITE PLAN PROCESS SHALL BE INSTALLED PER THE APPROVED PLANS. ANY DEVIATIONS TO THE APPROVED PLANS REQUIRED CITY APPROVAL.
2. PERMITS ARE REQUIRED FOR ELECTRICAL CONNECTIONS, INCLUDING ELECTRIC WATER INSTALLATION, BACKFLOW PREVENTERS, AND WORK WITHIN THE CITY RIGHT-OF-WAY OR CITY DEDICATED PROPERTY. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THESE PERMITS PRIOR TO THE COMMENCEMENT OF ANY WORK.
3. ALL IRRIGATION LINES, 1 INCH OR GREATER, WITHIN THE RIGHT-OF-WAY SHALL BE SHOWN ON THE WATER PLANS. A PERMIT IS REQUIRED FOR THIS WORK AND IS SUBJECT TO INSPECTION BY THE CITY OF SURPRISE CIVIL INSPECTOR.
4. ONLY PLANTS ON THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR) PHOENIX AMA ACTIVE MANAGEMENT AREA LOW WATER USE DROUGHT TOLERANT PLANT LIST ARE TO BE USED WITHIN CITY RIGHTS-OF-WAY.
5. ALL TREES WILL BE MEASURED AND HAVE A MINIMUM CALIPER SIZE AS DEFINED IN THE ARIZONA NURSERY ASSOCIATION'S CONTAINER GROWN TREE GUIDE, IN NO CASE WILL THE CALIPER BE LESS THAN 2 INCHES (MEASURED 18 INCHES FROM THE GROUND). THE HEIGHT OF THE TREE SHALL BE A MINIMUM OF 7 FEET.
6. THE COMMUNITY DEVELOPMENT PLANNING DIVISION AND PUBLIC WORKS LANDSCAPE DIVISION MAY SELECT AND TAG TREES AT THE NURSERY LOCATION AND WILL REVIEW AT PROJECT SITE PRIOR TO INSTALLATION.
7. ALL MEDIANS ARE TO BE DECOMPOSED GRANITE, UNLESS OTHERWISE APPROVED; AND SHALL BE FINISH GRADED TO SLOPE FROM THE CURB LINE TO THE PLANTS. MEDIAN NOSES LESS THAN 5 FOOT WIDE ARE TO HAVE 1 1/2" - 3" DECOMPOSED GRANITE RIP RUN RODS MIX.
8. TREE ROOT BARRIERS ARE REQUIRED WHEN TREES ARE WITHIN THREE FEET OF SIDEWALKS, CURBS, PAVEMENT OR WALLS. REFERENCE EDS 6-14
9. ALL TREES ARE TO BE LOCATED A MINIMUM OF 12 FEET FROM THE WALLS FOR WELL SITES, WATER SUPPLY FACILITIES, LIFT STATIONS, AND WATER RECLAMATION FACILITIES.
10. TREES LOCATED IN MEDIANS MAY BE ALLOWED A MINIMUM OF SEVEN FEET FROM THE CURB. TREES MUST BE CENTERED IN MEDIANS LESS THAN 14' WIDE.
11. ALL LANDSCAPING SHALL BE LOCATED A MINIMUM OF FIVE FEET FROM ANY FIRE HYDRANT, WATER METER, OR VAULT.
12. LANDSCAPING, AT FULL GROWTH, SHALL NOT IMPEDE PEDESTRIAN OR VEHICULAR TRAFFIC. ALL LANDSCAPING SHOWN ON PLANS SHALL BE SHOWN MATURE SIZE.
13. TREES CANNOT BE REMOVED FROM THE RIGHT-OF-WAY WITHOUT WRITTEN AUTHORIZATION FROM THE PUBLIC WORKS AND COMMUNITY DEVELOPMENT DEPARTMENTS.
14. THE TYPE, COLOR, AND SIZE OF BRICK PAVERS THAT MAY BE USED FOR CITY MEDIANS IN THE CITY OF SURPRISE RIGHT-OF-WAY SHALL BE APPROVED BY THE COMMUNITY DEVELOPMENT AND PUBLIC WORKS.
15. UTILITY BOXES, METERS, ELECTRIC, ETC. ARE TO BE LOCATED IN THE RIGHT-OF-WAY OR UTILITY EASEMENT ALONG THE SIDES OF THE ROADS AND NEVER IN THE MEDIAN. HOWEVER, IRRIGATION VALVE BOXES MAY BE LOCATED IN THE MEDIAN PLANTING AREA.
16. DEVELOPERS SHALL USE ONLY IRRIGATION EQUIPMENT THAT IS COMPATIBLE WITH THE EXISTING EQUIPMENT. THE DEVELOPER SHALL REFER TO THE CITY OF SURPRISE FOR THE APPROVED LIST OF EQUIPMENT. EQUIPMENT MANUFACTURED BY HUNTER INDUSTRIES, IS COMPATIBLE WITH THE CITY'S INVENTORY AND HUNTER EQUIPMENT, OR AN APPROVED EQUAL, SHALL BE USED. SOLAR CONTROLLERS ARE PREFERRED AND SHALL BE DIG, LIST SERIES, POST MOUNTED SOLAR CONTROLLER OR AN APPROVED EQUAL.
17. ALL CONTROLLERS, METERS, ETC. MUST BE ENCLOSED BY LOCKING PROTECTIVE HOUSINGS AND SCREENED FROM VIEW.
18. ALL IRRIGATION SYSTEMS WILL BE INSTALLED WITH PURPLE PIPE.
19. MAGNETIC TAPE, LABELED AS "RECLAIMED WATER IRRIGATION LINE" SHALL BE PLACED IN ALL IRRIGATION SYSTEMS THAT USE OR MAY USE RECLAIMED WATER IN THE FUTURE.
20. PURPLE MARKER BALLS SHALL BE INSTALLED ON ALL IRRIGATION MAINLINES FOUR INCHES AND LARGER WITHIN THE PUBLIC RIGHT-OF-WAY AT ALL FITTINGS AND EVERY 200 FEET IF THE DISTANCE BETWEEN FITTINGS IS GREATER THAN 200 FEET.
21. LANDSCAPE AREAS THAT ARE TO BE MAINTAINED BY THE CITY SHALL HAVE SEPARATE WATER METERS AND ELECTRIC OR SOLAR CONTROLLERS, AS APPROVED BY THE CITY.
22. A CITY APPROVED BACKFLOW PREVENTER IS REQUIRED FOR IRRIGATION SERVICES. FOR POTABLE WATER, NON-POTABLE WATER AND RECLAIMED WATER AND SHALL MEET EPA LOW LEAD STANDARDS.
23. ALL IRRIGATION MAINLINES AND LATERALS SHALL BE SCHEDULE 40. ALL RISERS, TEES, AND OTHER FITTINGS SHALL BE SCHEDULE 80 IN THE RIGHT-OF-WAY. ALL IRRIGATION MAINLINES IN THE RIGHT-OF-WAY SHALL BE SLEEVED. THE MINIMUM SLEEVE SIZE IS 5 INCHES.
24. ALL TREES WITH AN UPRIGHT GROWTH HABIT, SUCH AS OAK AND ELM TREES, WHICH ARE INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY OR ADJACENT TO A PEDESTRIAN PATH, SHALL HAVE THEIR MAIN LEADERS INTACT.
25. THE LANDSCAPE AND IRRIGATION DESIGN WILL COMPLY WITH CITY OF SURPRISE EDS PER CHAPTER 8 AND CHAPTER 107 ARTICLE 2 OF THE MUNICIPAL CODE.

CITY OF SURPRISE ENGINEERING NOTES:

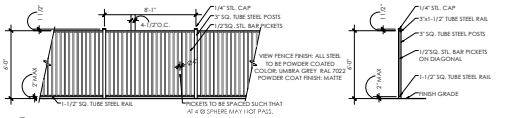
1. ALL SVTS WILL COMPLY WITH EDS DETAIL 4-01 AND 4-02
2. SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND COLLECTORS WILL ADHERE TO SURPRISE DETAIL 4-01. SIGHT VISIBILITY WITHIN THE UNRESTRICTED VIEW EASEMENT AREA AT THE POINT OF STOP SIGHT MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND 4-02. TREES, SHRUBS, AND OTHER LANDSCAPING ARE PERMITTED WITHIN THE SIGHT VISIBILITY TRIANGLE PROVIDED LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ARE KEPT BELOW 30 INCHES OR ABOVE 84 INCHES, PER SURPRISE EDS DETAIL 4-01

HARDSCAPE GENERAL NOTES:

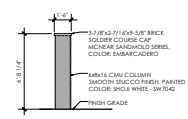
1. FOOTINGS, WALLS AND FENCES SHALL BE PLACED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY
2. REFER TO CIVIL PLANS PREPARED BY GOODKIN ENGINEERS FOR ALL INFORMATION REGARDING HORIZONTAL AND VERTICAL CONTROLS.
3. ALL DETAILS SHALL BE REVIEWED BY A STRUCTURAL ENGINEER AND MODIFIED (IF NECESSARY) PRIOR TO CONSTRUCTION.
4. ALL DIMENSIONS SHOWN ON THIS PLAN ARE BASED ON THE CIVIL PLAN SUBMITTED BY GOODKIN ENGINEERS. SHOULD DISCREPANCIES OCCUR FIELD REVISIONS SHALL BE REQUIRED.
5. THE CONTRACTOR SHALL HAVE SIDEWALK SURVEYED AND STAKED FOR REVIEW BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
6. IN ADDITION TO SUBMITTING MATERIAL SAMPLES OF ALL SITE RELATED MATERIALS, THE CONTRACTOR SHALL PREPARE A 4'X4' SAMPLE PANEL FOR EACH TYPE OF CONSTRUCTION, I.E., A) CONCRETE PAVERS, B) EXPOSED AGGREGATE PAVING, C) INTEGRAL COLORED CONCRETE, ETC., FOR APPROVAL BY THE LANDSCAPE ARCHITECT AND OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO FINAL CONSTRUCTION.
7. UNLESS NOTED OTHERWISE ON CONSTRUCTION DOCUMENTS OR NOTED IN DETAILS, SIDEWALKS SHALL BE 5'-0" WIDE, 4" THICK, 3,000 PSI CONCRETE ON COMPACTED BASE WITH CONSTRUCTION JOINTS AT 5'-0" ON CENTER AND EXPANSION JOINTS AT 20'-0" ON CENTER. SIDEWALKS SHALL HAVE A MEDIUM BROOM, NON-SKID FINISH WITH 1/2" RADIUS TOOLED EDGES.
8. RADIUS AT SIDEWALK INTERSECTIONS SHALL BE 5'-0" (TYPICAL), UNLESS NOTED OTHERWISE.
9. THE CONTRACTOR SHALL LAYOUT AND VERIFY ALL HARDSCAPE ELEMENTS PRI



FW *Feature Wall Details*
Scale: 1/4" = 1'-0"



VF *View Fence Details*
Scale: 1/4" = 1'-0"



DFC *Dually Wall Feature Column*
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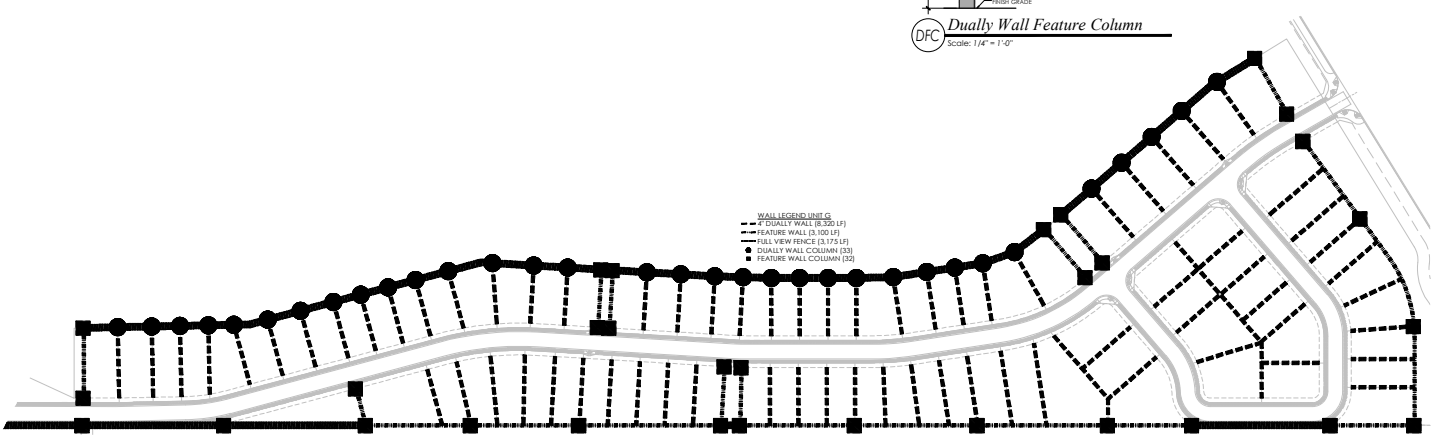

UNIT G WALL PLAN

0' 60' 120' 180'
Scale: 1" = 60'-0"

GREEY | PICKETT
landscape architecture | community design
7144 e stetson drive, suite 2651
scottsdale, arizona 85251
480.609.0009 p 480.609.0009f

PRASADA
Parcel G
SURPRISE, ARIZONA

Toll Brothers
AMERICA'S LUXURY HOME BUILDER®

revisions:

project #: TOL 241
scale: As Shown
issued for: REVIEW
drawn by: TEAM
date: 04.02.2021
drawing: Wall Plan

sheet #
L1.1
02 of 06

FS-21-061

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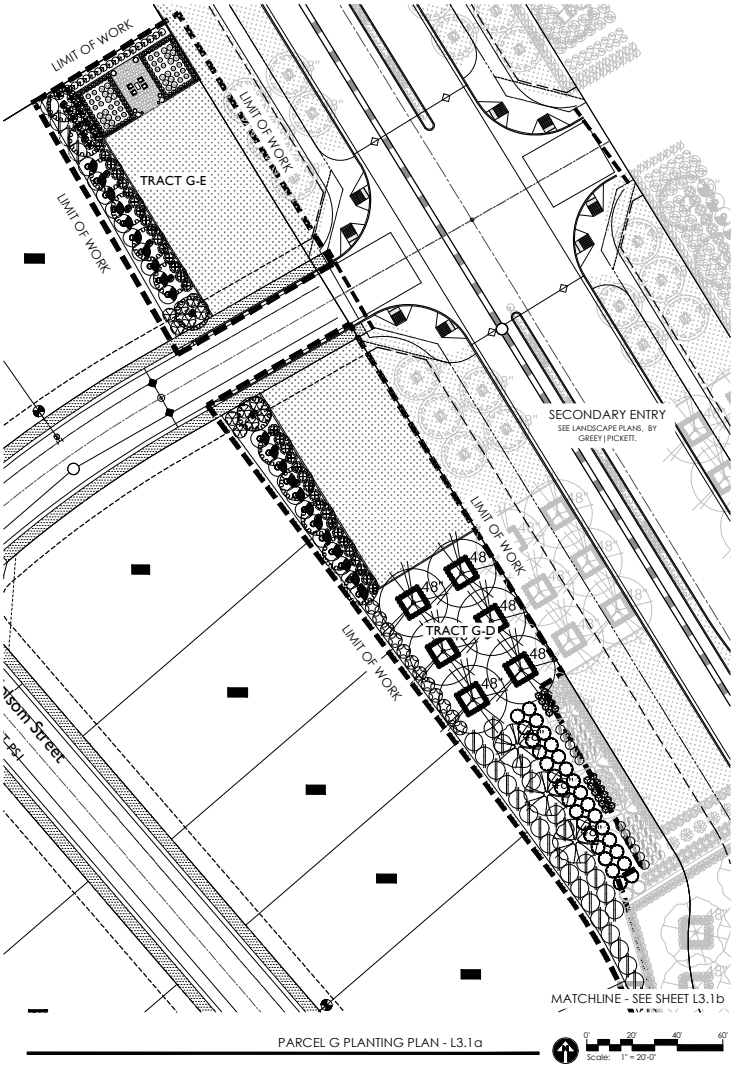
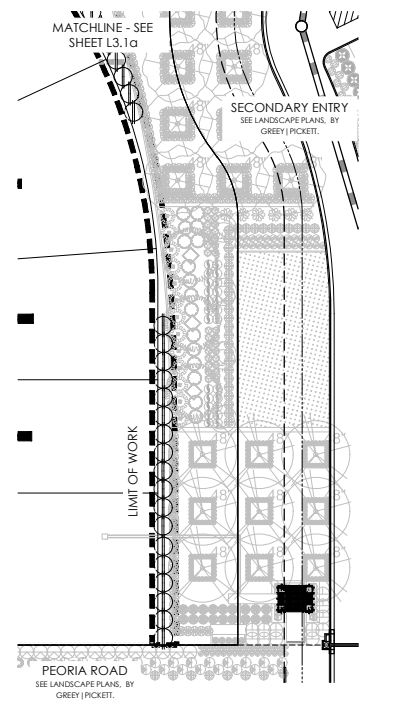


PARCEL G PLANTING PLAN - L3.1a

0' 20' 40' 60'
Scale: 1" = 20'-0"



PARCEL G PLANTING PLAN - L3.1b

0' 20' 40' 60'
Scale: 1" = 20'-0"

NOTE: Sight distance requirements on arterials and collectors will adhere to City of Surprise Detail 4-01. Sight visibility within the unobstructed view easement area and in front of stop signs must meet or exceed requirements in Surprise details 4-01 and 4-02

PLANT MATERIALS LEGEND

Sym.	Plant Name	Size	Qty
Trees			
	Olea europaea 'Swan Hill' Swan Hill Olive	36" Box	3
	Pistacia lentiscus Mastic Tree	36" Box	13
	Quercus virginiana Southern Live Oak	48" Box	3
	Prosopis velutina Native Mesquite	24" Box	5
	Tipuana tipu Tipu Tree	48" Box 36" Box	6 8
Shrubs			
	Alyogyne huegki Blue Hibiscus	5 gal.	30
	Calliandra californica Red Fairy Duster	5 gal.	10
	Calliandra eriophylla Pink Fairy Duster	5 gal.	6
	Callistemon viminalis 'Little John' Bottlebrush	5 gal.	27
	Carissa macrocarpa 'Boxwood Beauty' Boxwood Beauty Carissa	5 gal.	144
	Dodonaea viscosa Hop Bush	5 gal.	52
	Eremophila maculata 'Valentine' Valentine Shrub	5 gal.	39
	Eremophila hygrophana 'Blue Bells' Blue Bells Eremophila	5 gal.	13
	Justicia spicigera Mexican Honeysuckle	5 gal.	20
	Leucophyllum frutescens 'White Cloud' White Cloud Sage	5 gal.	18
	Leucophyllum langmaniae 'Lynn's Legacy' Lynn's Legacy Sage	5 gal.	34
	Myrtus communis 'Compacta' Compact Myrtle	5 gal.	42
	Nerium oleander 'Petite Pink' Petite Pink Oleander	5 gal.	12
	Plumbago auriculata Cape Plumbago	5 gal.	5
	Ruellia brittoniana Purple Ruellia	5 gal.	56
	Salvia clevelandii Chaparral Sage	5 gal.	21
	Simmondsia chinensis Jojoba	5 gal.	21
	Tecoma alata 'Orange Jubilee' Orange Jubilee	5 gal.	26
	Tecoma stans Yellow Bells	5 gal.	18
	Viguiera deltoidea Goldeneye	5 gal.	34
Groundcovers			
	Lantana camara 'Dallas Red' Dallas Red Lantana	1 gal.	42
	Lantana 'New Gold' New Gold Lantana	1 gal.	50
	Rosmarinus officinalis 'Prostratus' Dwarf Rosemary	1 gal.	27
	Teucrium chamaedrys Germander	1 gal.	76
Accents / Vines			
	Hesperaloe funifera Giant Hesperaloe	5 gal.	48
	Hesperaloe parviflora-red Red Yucca	5 gal.	6
	Muhlenbergia capillaris 'Regal Mist' Regal Mist Tbl	5 gal.	54
	Rosa x 'PROberl' Brilliant Pink Iceberg Rose	5 Gal.	24
	Rosa x 'NOA97400A' Amber Groundcover Rose	5 gal.	24

MASS PLANTING

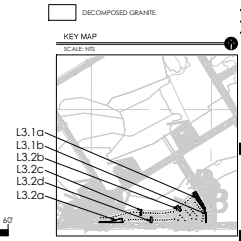
SODDED GRASS

INERTS

Sym.	Description
	DECOMPOSED GRANITE.

KEY MAP

SCALE: NTS



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Toll Brothers
AMERICA'S LUXURY HOME BUILDER

revisions:

project #: TOL 241
scale: 1" = 20'-0"
issued for: REVIEW
drawn by: TEAM
date: 04.02.2021
drawing: Planting Plan

sheet #
L3.1
03 of 06

FS-21-061

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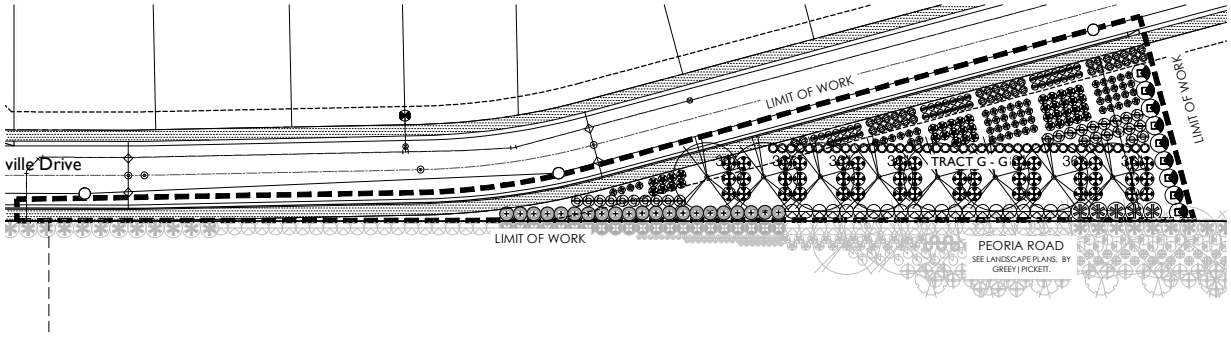
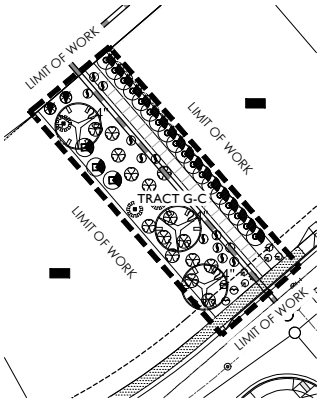
NOTE: Sight distance requirements on arterials and collectors will adhere to City of Surprise Detail 4-01. Sight visibility within the unobstructed view easement area and in front of stop signs must meet or exceed requirements in Surprise details 4-01 and 4-02



PARCEL G PLANTING PLAN - L3.2a

Scale: 1" = 20'-0"



PARCEL G PLANTING PLAN - L3.2b

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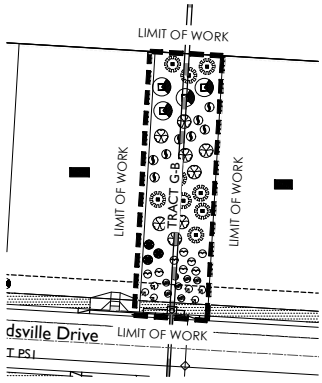

PARCEL G PLANTING PLAN - L3.2c

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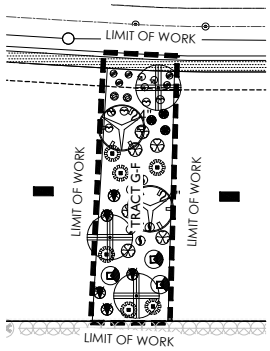


PARCEL G PLANTING PLAN - L3.2d

Scale: 1" = 20'-0"

PLANT MATERIALS LEGEND

Sym.	Plant Name	Size	Qty
Trees			
	Olea europaea 'Swan Hill' Swan Hill Olive	36" Box	3
	Pistacia lentiscus Mastic Tree	36" Box	13
	Quercus virginiana Southern Live Oak	48" Box	3
	Prosopis velutina Native Mesquite	24" Box	5
	Tipuana tipu Tipu Tree	48" Box 36" Box	6 8
Shrubs			
	Alyogyne huegelii Blue Hibiscus	5 gal.	30
	Calliandra californica Red Fairy Duster	5 gal.	10
	Calliandra eriophylla Pink Fairy Duster	5 gal.	6
	Callistemon viminalis 'Little John' Bottlebrush	5 gal.	27
	Cistus nacoxtepa 'Ironwood Dream' Ironwood Rockrose	5 gal.	144
	Dodonaea viscosa Hop Bush	5 gal.	52
	Eremophila maculata 'Valentine' Valentine Shrub	5 gal.	39
	Eremophila hygrophana 'Blue Bells' Blue Bells Eremophila	5 gal.	13
	Justicia spicigera Mexican Honeysuckle	5 gal.	20
	Leucophyllum frutescens 'White Cloud' White Cloud Sage	5 gal.	18
	Leucophyllum langmaniae 'Lynn's Legacy' Lynn's Legacy Sage	5 gal.	34
	Myrtus communis 'Compacta' Compact Myrtle	5 gal.	42
	Nerium oleander 'Petite Pink' Petite Pink Oleander	5 gal.	12
	Plumbago auriculata Cape Plumbago	5 gal.	5
	Ruellia brittoniana Purple Ruellia	5 gal.	36
	Salvia clevelandii Chaparral Sage	5 gal.	21
	Simmondsia chinensis Jojoba	5 gal.	21
	Tecoma alata 'Orange Jubilee' Orange Jubilee	5 gal.	26
	Tecoma stans Yellow Bells	5 gal.	18
	Yucca x deleadea Goldenesa	5 gal.	34
Groundcovers			
	Lantana camara 'Dallas Red' Dallas Red Lantana	1 gal.	42
	Lantana 'New Gold' New Gold Lantana	1 gal.	30
	Rosmarinus officinalis 'Prostratus' Dwarf Rosemary	1 gal.	27
	Teucrium chamaedrys Germander	1 gal.	76
Accents / Vines			
	Hesperaloe funifera Giant Hesperaloe	5 gal.	48
	Hesperaloe parviflora-red Red Yucca	5 gal.	6
	Muhlenbergia capillaris 'Regal Mist' Regal Mist TM	5 gal.	54
	Rosa x 'PRObrol' Brilliant Pink Iceberg Rose	5 Gal.	24
	Rosa x 'NOA97406t' Amber Groundcover Rose	5 gal.	24

MASS PLANTING

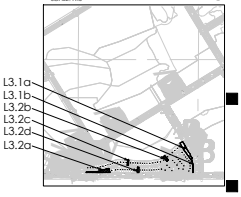
SODDED GRASS

INERTS

Sym.	Description
	DECOMPOSED GRANITE.

KEY MAP

SCALE: NTS



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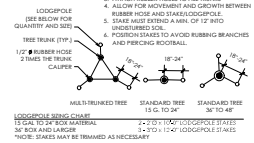
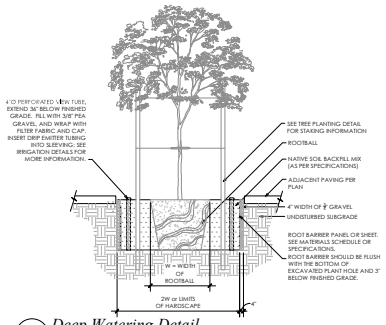
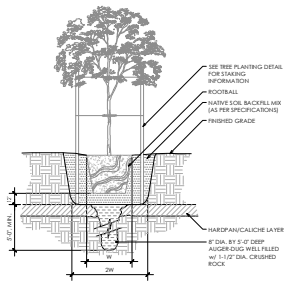


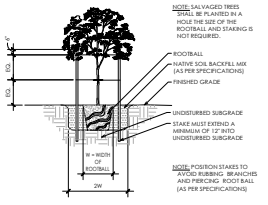
4 *Tree Staking Diagram*
Scale: *NTS*



3 *Deep Watering Detail*
Scale: *NTS*



2 *Hard Pan Planting*
Scale: *NTS*



1 *Tree Planting Detail*
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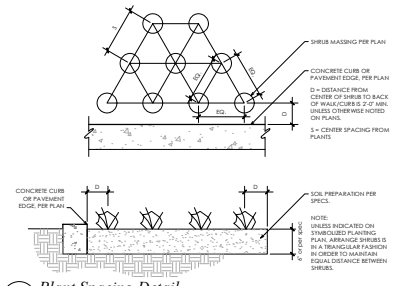
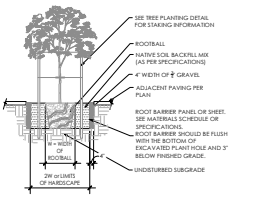
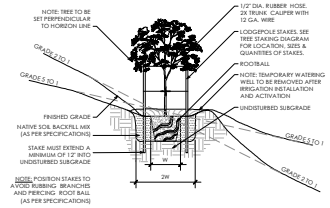


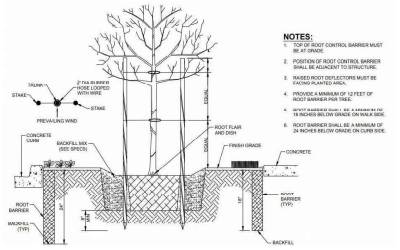
7 *Plant Spacing Detail*
Scale: *NTS*



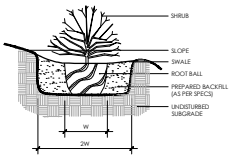
6 *Root Barrier Detail*
Scale: *NTS*



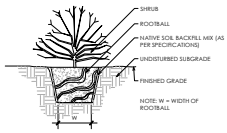
5 *Tree Planting on Slope Detail*
Scale: *NTS*



10 *Root Barrier*
Scale: *NTS*



9 *Shrub Planting on Slope*
Scale: *NTS*



8 *Shrub Planting Detail*
Scale: *NTS*

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drawing:
Planting Details

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SECTION - 02900 LANDSCAPE

PART 1 - GENERAL

1.01 WORK INCLUDED

- Landscape finish grading.
- Soil preparation
- Tree supports
- Planting
- Watering
- Maintenance

Definitions:
Owner's representative - an authorized agent determined by owner to act on their behalf, in some cases the Landscape Architect may be the owner representative as outlined in these specs.
Plants - all shrubs and cacti other than trees, saguaros, ocotillos, palms and turf.
Plant Material - all trees, saguaros, ocotillos, palms, shrubs, cacti, ground cover, and other plants.

1.02 RELATED WORK

Contractor : Minimum 5 years experience in supply and installation of landscape materials. A Foreman with a minimum of 5 years experience in related work shall be on site at all times.

1.03 SOURCE QUALITY CONTROL

Provide certificates of inspection for all materials as required by law or regulation.

Package standard materials with manufacturers certified analysis. Provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Chemists for all other material.

Provide trees and shrubs grown in a recognized nursery in accordance with good horticultural practice. Provide healthy, undamaged, vigorous stock grown under climatic conditions similar to conditions at project site and free of disease, insects, eggs, larvae and defects such as sun-scald, knots, injuries, abrasions or disfigurements. Provide trees and shrubs of the sizes indicated. Trees and shrubs of sizes larger than those indicated may be used provided roots, root ball, staking and planting pits are increased proportionately.

1.04 REFERENCE STANDARDS

ANSI 60.1 - American Standards for Nursery Stock.

1.05 SAMPLES

Submit the following material samples to Owner's Representative a minimum of 48 hours prior to start of work:

a. Topsoil for backfill mix (trees and shrubs).
b. Wood Shavings/Mulch.
c. Tree supports.
d. Decomposed granite.
e. Boulders.

The Owner's Representative reserves the right to take and analyze samples of materials for conformity to Specification at any time. Furnish samples upon request by Owner's Representative. Rejected materials shall be immediately removed from the site and replaced at the contractors additional expense.

Submit samples of decomposed granite for approval of graduation and color. Sample shall be representative of variations within size and color to be provided.

1.06 PRODUCT DATA

Submit to Owner's Representative a minimum of 48 hours prior to start of work manufacturers comprehensive product description, including specifications and installation instructions.

1.07 CERTIFICATES AND TEST REPORTS

Provide and pay for all materials testing. Testing agency shall be acceptable to the Landscape Architect. Submit to Owner's Representative a minimum of 48 hours prior to start of work 2 copies of certificates of inspection as required by governmental authorities, and manufacturers' vendors certified analysis for soil amendments, fertilizer materials, and chemicals. Submit other data substantiation that materials comply with specified requirements.
Certificates are required to determine the quality and quantity of all specified soil amendments.

Materials certification to be submitted include, but are not limited to: Topsoil source and nutrient analysis, mulch, fertilizers/soil amendments/chemicals. Test representative material samples proposed for use. Provide the following data:

a. Topsoil and planting backfill.
b. Soil PH.
c. Particle size, percentage soil texture.
d. Percentage organic material.
e. Percolation rate.
f. Nutrient level analysis.
g. All macro, secondary and micro nutrient salinity.
h. ESP.
i. Free lime.

Recommendations on type and quantity of amendments required to bring levels into acceptable ranges as detailed in Part 2 - Products of Materials of these specifications.

Separate recommendations to be submitted for each crop. Crop to be identified as:

a. Irrigated trees and shrubs.
b. Turf.

1.08 MAINTENANCE DATA

Submit to Owner's Representative 2 copies of typewritten instructions, prior to expiration of the initial maintenance period, recommending procedures to be followed by the Owner for the maintenance of landscape work for one full year.

1.09 PRODUCT DELIVERY, STORAGE AND HANDLING

Deliver packaged material in containers showing weight, analysis and identification of manufacturer. Protect materials from deterioration at all times.

Provide protective covers to plant life and trees during delivery. Do not prune trees prior to delivery. Do not bend-tie trees or shrubs in such a manner as to cause damage or destroy shape. Deliver materials after preparation for planting have been completed. Plant immediately. If planting is delayed for more than 6 hours after delivery, set plant material in shade, protect from weather and mechanical damage and keep roots moist.

Do not remove container grown stock including ground cover, from containers until planting time.

1.10 SITE CONDITIONS

Determine location of underground utilities. Execute work as required to prevent damage.

Maintain grade stakes set by others until directed otherwise.

Protect all existing plant life not scheduled for removal. If any plant material that is to remain is damaged, the Contractor, at his expense, will pay for a replacement plant of the same size and species (to be approved by Owner's Representative).

Protect existing utilities, paving and other facilities from damage during landscaping operation.

Coordinate with other contractors.

1.11 WARRANTY

Submit warranty to Owner's Representative.

Trees, Palm Trees, Saguaros and Ocotillos:
Warrant that trees, palm trees, saguaros and ocotillos will be alive and in good health for a period of 1 year after acceptance except for defects resulting from neglect by Owner, abuse or damage by others.

Owner must follow Contractors maintenance schedule and provide current maintenance log to Owner's Representative.

Remove and replace dead, unhealthy or girdled trees, palm trees, saguaros and ocotillos that lose original form and size during warranty period with material equal to that specified. Replace any material which does not meet requirements within fifteen days of notification. All replacement trees, palm trees, saguaros and ocotillos shall be subject to an additional one year maintenance period.

Shrubs and Other Plantings:
Guarantee all other planting will be alive and in satisfactory condition for a period of 90 days from date of acceptance or will be replaced at no additional cost to the Owner. All plant material shall be maintained in a healthy, sturdy condition during the warranty period by the Contractor.

All replacement plants, including shrubs, cacti, groundcovers, vines and perennials shall be subject to an additional 90 day maintenance period.

PART 2 - PRODUCTS AND MATERIALS

2.01 FILL MATERIALS

Provide dry, loose material for fill, backfill, planting backfill and topsoil for planter beds. Frozen or muddy soils are not acceptable. Salts not to exceed 1500 ppm, and material shall be free of debris, noxious weeds, ingredients or objects detrimental to healthy plant growth. Topsoil: Screened, fertile, friable, from well drained arable land, free of nut grass, refuse, roots, heavy clay, noxious weeds or any material toxic to plant growth; contents as follows:

a. Silt: 20-45 %
b. Clay: 15-20 %
c. Sand: 30-60 %
d. Organic Material (natural or otherwise): 2 % minimum
e. pH: 7.0-8.3
f. Soluble salts: 1,500 ppm.
g. Nutrients: enough to bring levels up to acceptable plant growth.

Percolation rate shall be between 3 to 4 inches per hour.
Existing top soil may be used provided it meets these requirements.

2.02 COMMERCIAL GRADE FERTILIZERS

Agri-Sul, Dispersul - use only for sulfur
Agriculture grade gypsum

2.03 SOIL AMENDMENTS

Wood shavings: nitrogen stabilized fir or pine shavings containing 0.75% total nitrogen and 0.1 to 0.15% total iron, and under 60 ppm total manganese; composted, leached and aged for a minimum of 10 to 12 months; ph factor, 4.0 to 4.5, no soil amendments are required for salvaged plant material and cacti unless otherwise specified.

2.04 TREE SUPPORTS

Tree Stakes: Copper napthenate impregnated lodge pole 10 feet in length for 5 gallon and 15 gallon, and 12 feet in length for 24 inch box and larger. No tree stakes are required for salvaged plant material.

Tree Ties: Provide a minimum of two per tree; No. 10 gauge, pliable, zinc coated iron wire. Cover wire with hose, cover as specified, where it contacts tree.

Hose Covering: 1/2 inch minimum diameter; 2-ply reinforced rubber, new garden hose.

Tree Guards: "ArborGard+" by Deep Root, or equal.

Tree Guys: Minimum 3 per tree; No. 10 galvanized wire. Cover wire with hose where it contacts tree for 24, 30 and 36 box tree.

Anchors (Deadmen): 2 inch x 4 inch x 3 feet long; construction grade redwood.

Signals (Flags): For guy wires, 1/2 inch diameter, white or orange plastic tubing 5 feet long over each guy used.

2.05 HERBICIDES

Pre-emergent and contact Herbicides:

Pre-emergent herbicide shall be Surflan as manufactured by Dow/Elanco Chemical Company.

Contact herbicide shall be Round-up as manufactured by Monsanto.

2.06 PLANTING MATERIAL

Plant Material: Healthy, shapely and well rooted. Roots shall show no evidence of having been restricted or deformed at any time. All plants shall be representative of their normal species and variety. They shall have normally developed branch systems. Plants shall be free from disfiguring knots, sun scald injuries and abrasions of bark. Plants not meeting these requirements shall be considered defective and shall be replaced immediately. All plants shall be true to name and shall be tagged, one of each variety. All plant material shall be grown in nurseries inspected by the State Department of Agriculture unless otherwise approved by the Owner's Representative.

Provide "Specimen" plants with a special height, shape or character. Tag at the source of supply prior to notifying Landscape Architect for inspection. The Landscape Architect shall inspect selections at source of supply for suitability and adaptability to selected location. When specimen plants cannot be purchased locally, provide sufficient photographs of proposed material for approval.

Plants may be inspected and approved at place of growth for compliance with specification requirements for quality, size, and variety. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work.

2.07 TURF SOD

As noted on plans.

2.08 DECOMPOSED GRANITE

Decomposed granite coverage shall be a minimum 2-inch thickness unless noted otherwise on plans. Decomposed granite shall be the size and color as specified on plans, and shall be taken from a single quarry.

2.09 BOULDERS

Boulders are to be Surface Select or as noted on the plans. Boulder size as noted on the plans and approved by the Owner's Representative. Boulders are to be harvested, delivered and placed in a manner to avoid marking, scraping or damaging the natural condition of the boulder. All scarred boulders are to be treated with Permeon (or equal) to provide a natural appearance of the desert varnish.

2.09 SEED MIXTURE

As noted on plans.

PART 3 - EXECUTION

3.01 GENERAL

Install in accordance with the methods, techniques and specifications of each representative manufacturer. If a conflict occurs between manufacturers and these specifications, consult with Owner's Representative for a decision.

Do not begin planting until the irrigation system is completely installed, is adjusted for full coverage and is completely operational.

3.02 BACKFILL IMPORTED FILL OR ARTIFICIAL SOIL AND GRAVEL

Inspect the integrity of all damp-proofing and water-proofing membranes which occur over, on or against any construction to be fully or partially concealed by earthwork prior to the placement of any imported soil, backfill, gravel fill or sub-base.

Correct defects prior to proceeding with the work.

3.03 TOPSOIL

Import additional topsoil only as required to bring planting areas up to finish grade. Spread and cultivate soil so that no settling takes place at any time.

3.04 LANDSCAPE FINE GRADING

Allow for the addition of soil amendments, conditioners and any specified top dressing when determining and executing finish grade.

Set finish grade 1-1/2 inches below adjacent paving, curb and headers for shrubs and ground cover beds and areas or as required for installation of decomposed granite or turf sod.

At all planting areas, make entire area smooth and even to finish grade. Cultivate all areas so that there are no bumps or hollows, and the area drains as indicated. Grade and maintain all flow lines, designated or not, to allow free flow of surface water. Cultivate entire area to a depth of 6 inches minimum and remove all rock in excess of 1-1/2 inches diameter, all building rubble, building construction material, waste and any other material that will impair satisfactory growth.

3.05 DECOMPOSED GRANITE

Place 2-inches unless otherwise noted, in all planting areas. Decomposed granite shall extend below all plant material, trees, and cactus. Decomposed granite finish grade 1-1/4 inch below adjacent paving, curbs, and headers.

3.06 HERBICIDE APPLICATION

Apply pre-emergent herbicides in accordance with manufacturer's instructions.

Apply contact herbicides in accordance with manufacturer's recommendations. Prior to application, moisten areas for fourteen days to encourage weed germination and growth. Apply before weeds attain a height of 6 inches. Remove taller weeds manually.

Areas to be landscaped shall be maintained in a weed-free condition at all times during construction and maintenance period.

Do not apply pre-emergent herbicides at locations of revegetation seeding. The contractor shall manually remove invasive weeds within these areas.

3.07 TREE SUPPORT

Guyed Trees: Guy trees as shown immediately after planting as shown on the drawings.
Staked Trees: Stake trees as shown on the drawings within 48-hours of planting.

Tree supports shall be installed to prevent lodging, yet allow for trunk movement. Hoses that encircle trunks shall be large enough to allow for normal growth of the trunk during the first year without girding.

3.08 TREES, SHRUBS, AND VINES

Layout locations with stakes or gypsum. Coordinate with Owner's Representative to assure appropriate location, prior to installation.

Test drainage of plant beds and pits by filling with water. Notify Owner's Representative of areas where water is retained more than 24 hours.

Where rock, underground construction or other detrimental conditions are encountered at plant pits, Owner's Representative may select alternate location.

Do not expose roots to air except during transplanting. Set up of plants at same level when planted as in the container. Cut plant containers on 2 sides without injuring root ball and carefully remove plant. Do not cut container with spade. Damaged plants will be rejected.

Dig pits with perpendicular sides to a minimum of 2 to 3 times the width (see details) of the root ball for containerized trees and shrubs. Dig pits only as deep as the root ball to prevent settling of the tree or shrub.

Place rootball of vines as close to structure or support system as possible. If rootball can't be placed closer than 12" notify Owner's Representative of situation for inspection and remedy.

Tie vines to trellis supports if applicable with green plant tape and remove any staking supplied with plant material.

Planting Mixture: One part wood shavings/two parts excavated soil amended to meet standards in Part 2.

Mix thoroughly outside the hole before start of backfilling.

Tree Guard: Install tree guard on all trees located in turf areas per manufacturer's recommendations.

3.09 BACKFILLING

Backfill plant pits and form shallow basin around the plant to hold enough water to saturate the root ball and backfill (only form basins if specified on detail). Water plants immediately after planting and allow backfill to settle in plant pit. Do not water saguaros after planting. Do not raise basin rim above surrounding grade.

Puddle planting mixture when pit is 2/3 full of plant mix. Continue back filling to within 1 inch of surrounding grade.

Finish grade to 2 inches below headers or concrete work.

Top dress planting areas with 2 inches of top dressing after planting.

Treat all planting areas with a pre-emergent.

3.10 GROUND COVER

At time of transplanting, soil in flats shall be sufficient so as not to fall apart when lifting plants. Plant each plant with its proportionate amount of the flat soil in a manner that will ensure a minimum disturbance to the root structure.

Plant flat material sufficiently deep to cover all roots. Firmly tamp the earth around each plant to force out large air pockets.

3.11 TURF SOD

Soil Preparation: Provide soil with an organic matter content of 25-percent to 30-percent. Cultivate entire area to a depth of 6" minimum and remove all rock in excess of 1 1/2", all building rubble, building construction material waste and any other material that will impair satisfactory growth. This top 6" must meet the topsoil requirements noted in Section 2.01.

Soil Amendments: Prior to rototilling, apply gypsum at a rate of 100 lbs per 1,000 sf, phosphate at a rate of 2 lbs per 1,000 sf., and soil sulfur at 5 lbs per 1,000 sf. Rototill into soil.

Install sod along the straightest edge of turf area. Stagger joints in a brick-like pattern. Avoid gaps and overlapping. Place sod diagonally across, to avoid sliding. Water sod at least every 30 min. during installation. Finish by watering lightly and roll in two directions w/sod roller.

3.12 WATERING

Water all plants immediately after planting, except for saguaros, with hose in planting hole until material about the roots is completely saturated from the bottom of the hole to the top of the ground to avoid drying out until the entire planted area is thoroughly watered and the soil soaked to the full depth of each plant hole. Water stream shall not cause damage to planting hole or plant. Keep exposed roots wet by means of moist sawdust, peat moss or burlap at all times during planting operation. Repeat watering as often as necessary to keep the ground moist but not soaked, well below the root system of the plants.

3.13 CLEAN UP

Keep all areas clean and orderly during and after execution of work. Burning of trash is not permitted.

3.14 ADJUSTMENT

Prune each tree and shrub to preserve the natural character of the plant per American Standards for Nursery stock, as published by the American Association of Nurserymen. Prune only as directed by Owner's Representative and Landscape Architect to remove deadwood, suckers, or broken or badly bruised branches. Replace all plants damaged by excessive pruning, planting operations or construction damage.

3.15 MAINTENANCE PERIOD

When the Owner's Representative and Landscape Architect determine the work to be substantially complete in accordance with the Conditions of the Contract, Contractor will be advised, in writing, that the maintenance period is to begin.

Landscape contractor shall be responsible for maintenance of landscaped areas for a period of 90 days. Maintenance includes watering, trimming, weeding and cultivating of beds.

Landscape contractor, in order to protect his guarantee, shall give typewritten to Owner, a complete maintenance instruction booklet on the care and feeding of the landscape.

Contractor shall request, in writing, a final Inspection with Landscape Architect at the completion of the maintenance period. If the Owner's Representative determines the work is satisfactory, the maintenance period will end on the date of the Final Inspection. If the maintenance is unsatisfactory, the maintenance period will be extended, at the Contractors expense, until such time as all corrections are made and the work is inspected and approved by the Owner's Representative and Landscape Architect. Retention will not be released until Final Inspection is made and approval issued by the Owner's Representative.

3.16 FIELD QUALITY CONTROL

Notify Owner's Representative of the requirement for inspection at least 48 hours in advance. Inspections are required, but not limited to, the following:

- Inspection and acceptance of plant material prior to shipping.
- At completion of rough grade and boulder placement
- At completion of landscape finish grading and soil preparation, prior to planting.
- At installation of irrigation system, prior to backfilling trenches and planting.
- During installation of specimen tree, or other specimen plant material.
- After staking locations for plant holes, but prior to planting; for approval.
- During the planting process.
- During the placement and aiming of all light fixtures.
- At Substantial Completion of the Work.
- During warranty period to observe maintenance procedures.
- At final Completion of the Work.

GREY|PICKETT
landscape architecture | community design
2141 E. Highland Ave., Suite 250
Phoenix, Arizona 85016
p 602.609.0808 f 602.609.0868

PRASADA
Parcel G
SURPRISE, ARIZONA

Toll Brothers
ARIZONA'S LUXURY HOME BUILDER

revisions:

project #:
TOL 241
scale:
NTS
issued for:
REVIEW
drawn by:
TEAM
date:
04.02.2021
drawing:
Landscape Spec's

sheet #
L8.1
06 of 06

FS-21-061

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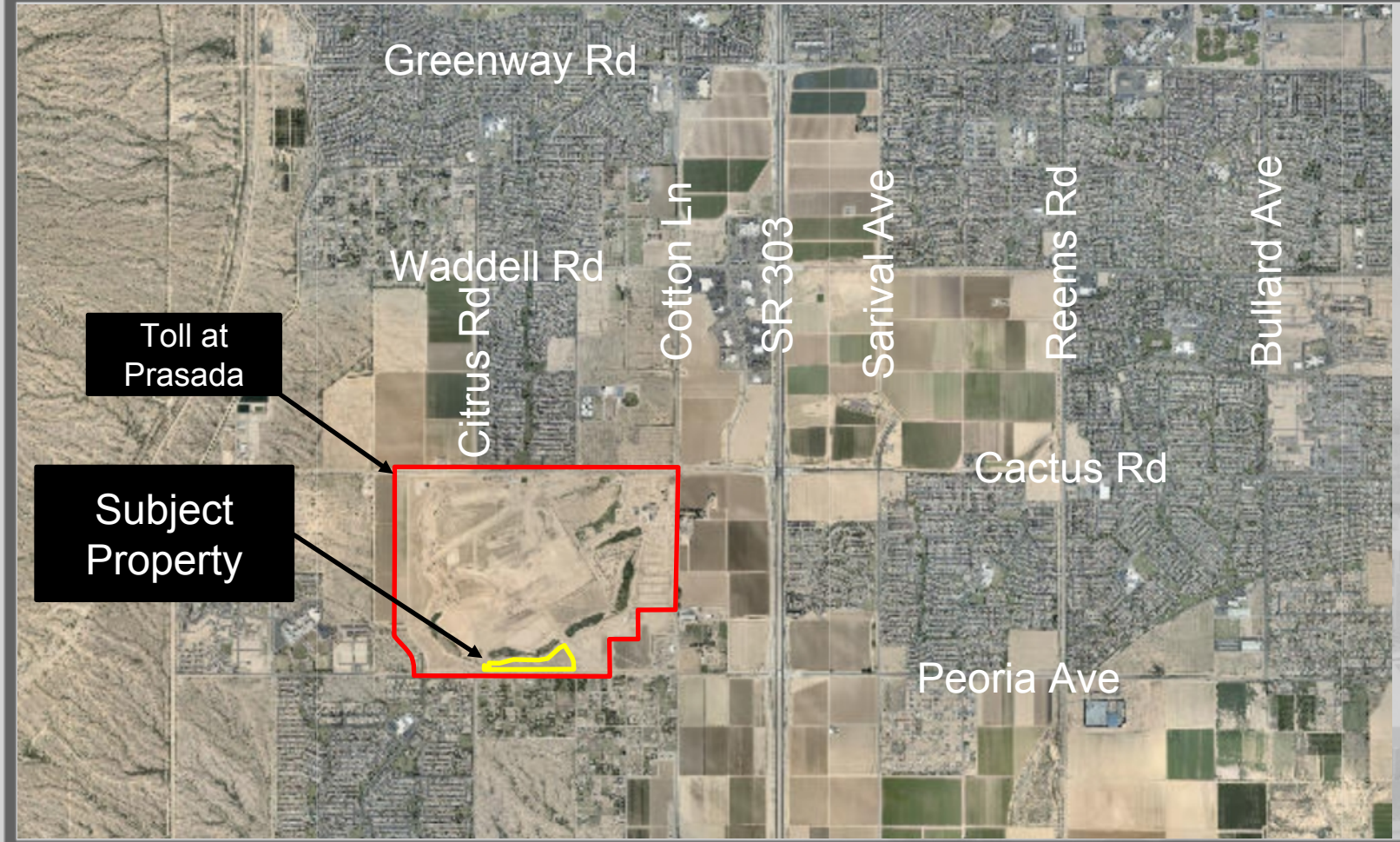
SURPRISE
ARIZONA

City Council

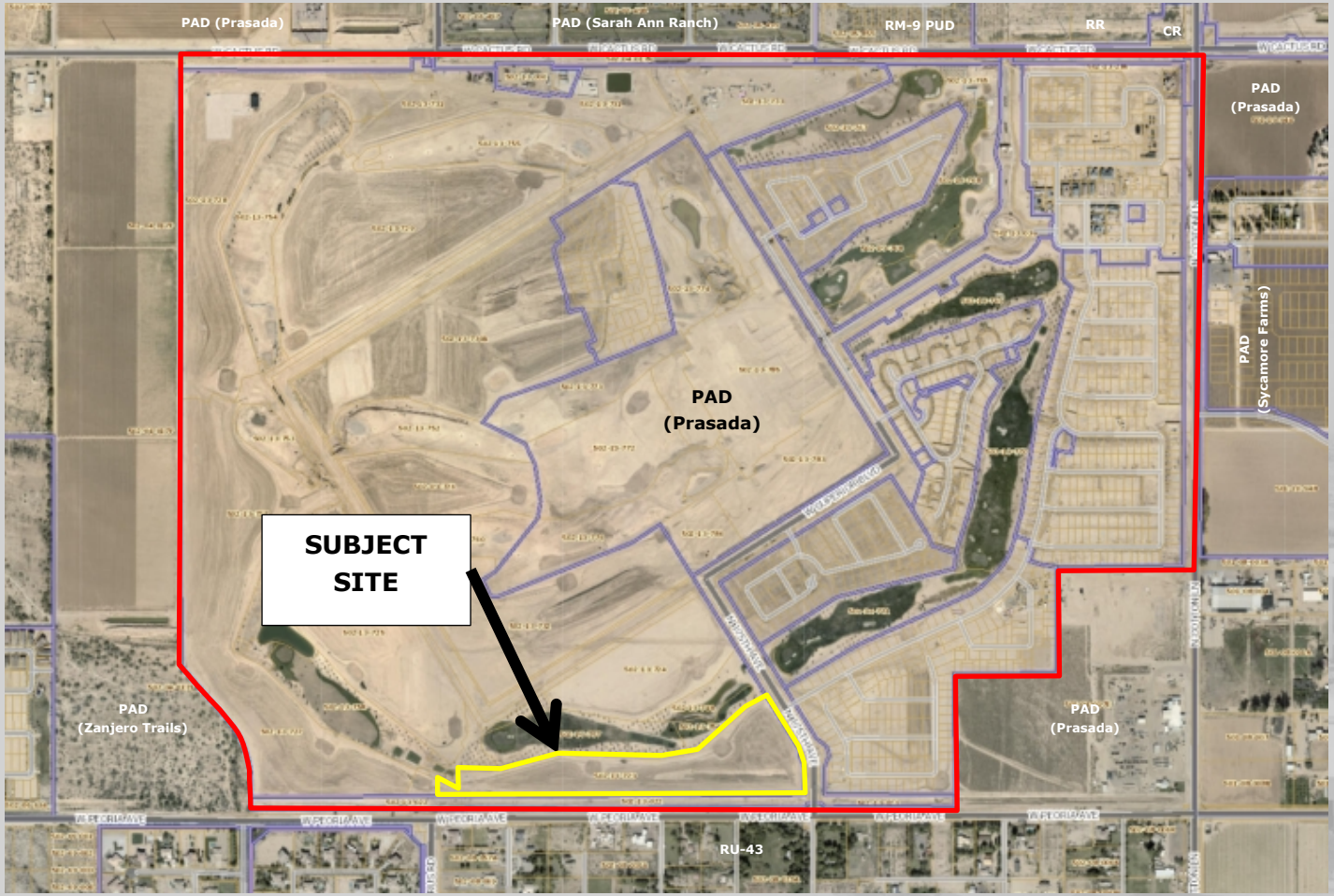
August 17, 2021

Toll at Prasada
Unit G Preliminary Plat
FS21-061

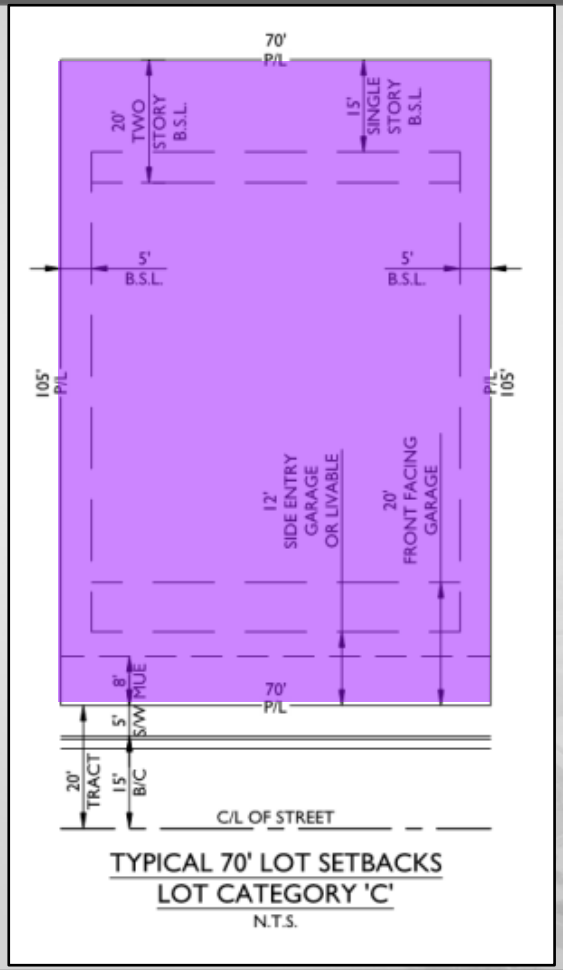


FS21-061 Vicinity Map

FS21-061 Case Map

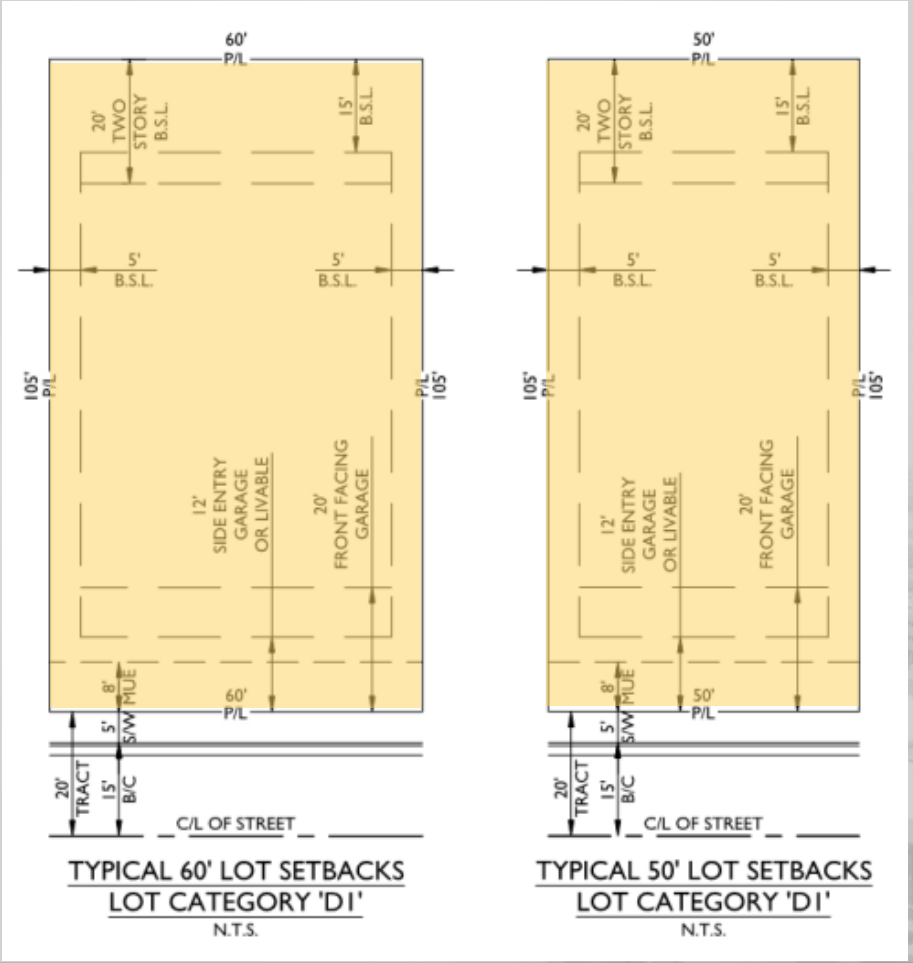


FS21-061 Unit G
Preliminary Plat

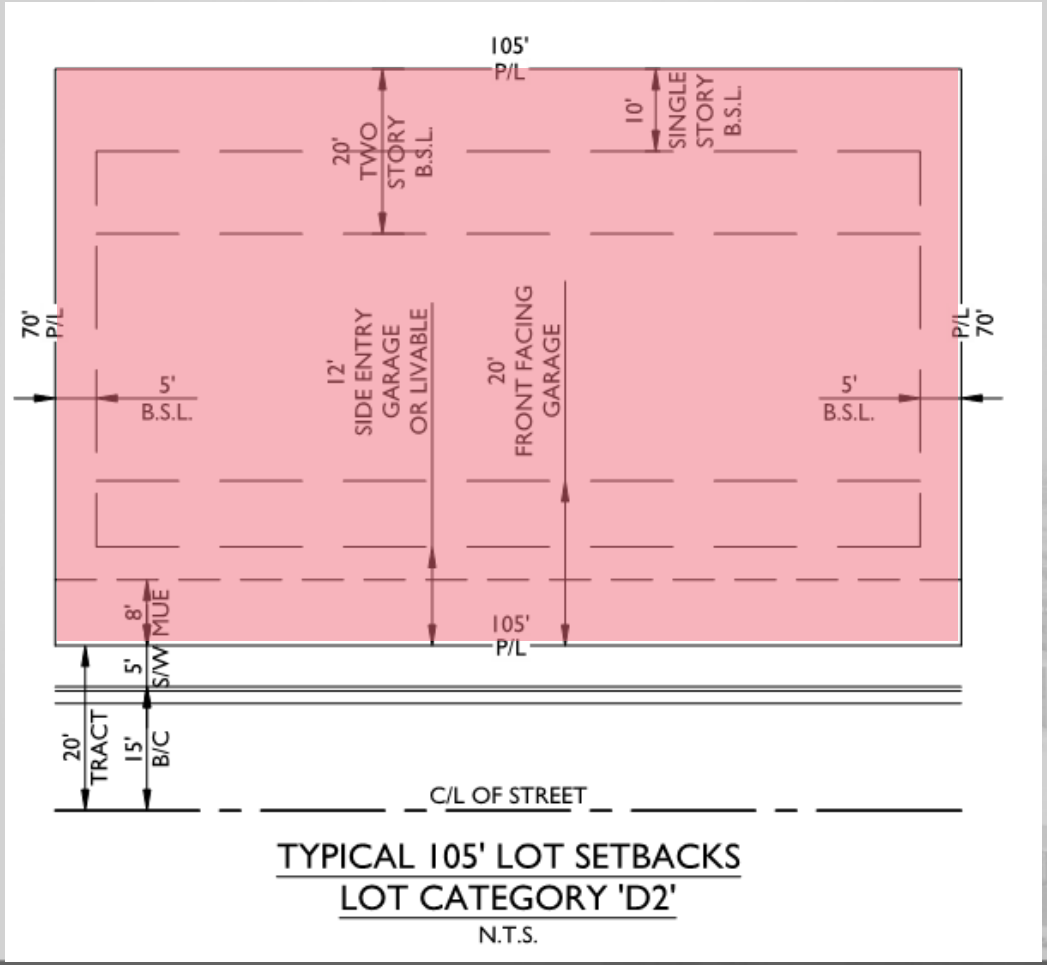


TYPICAL 70' LOT SETBACKS
LOT CATEGORY 'C'
N.T.S.

FS21-061 Unit G
Preliminary Plat

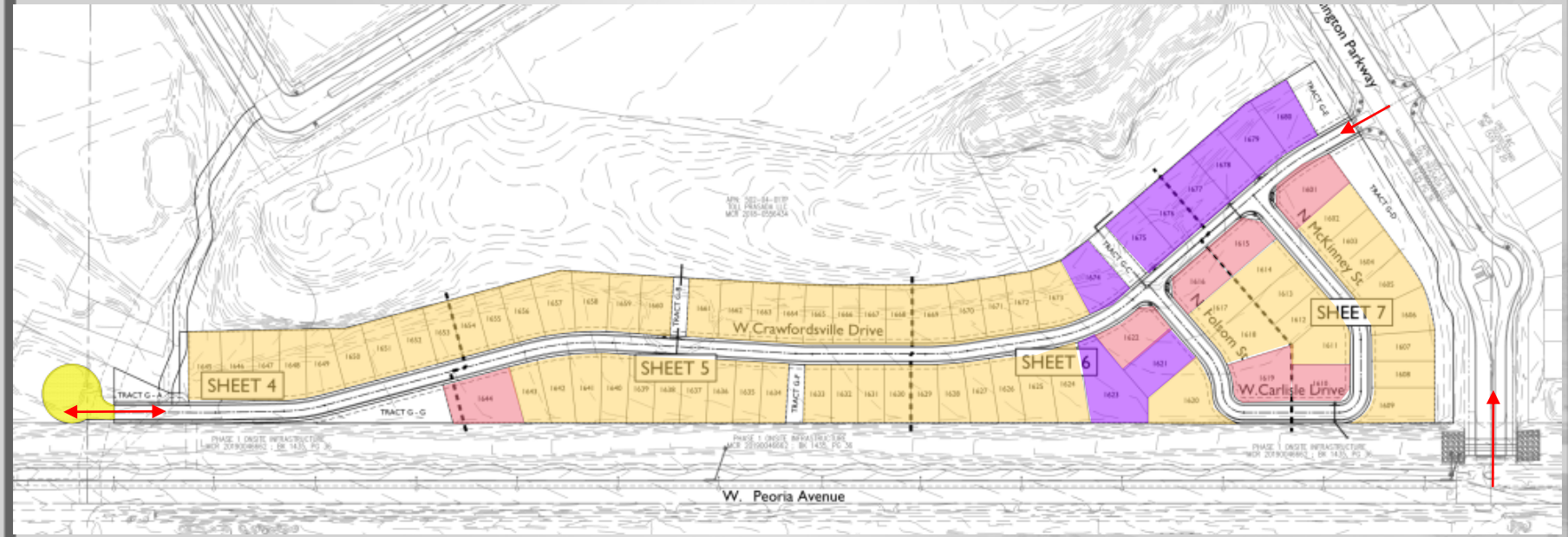


FS21-061 Unit G
Preliminary Plat



TYPICAL 105' LOT SETBACKS
LOT CATEGORY 'D2'
N.T.S.

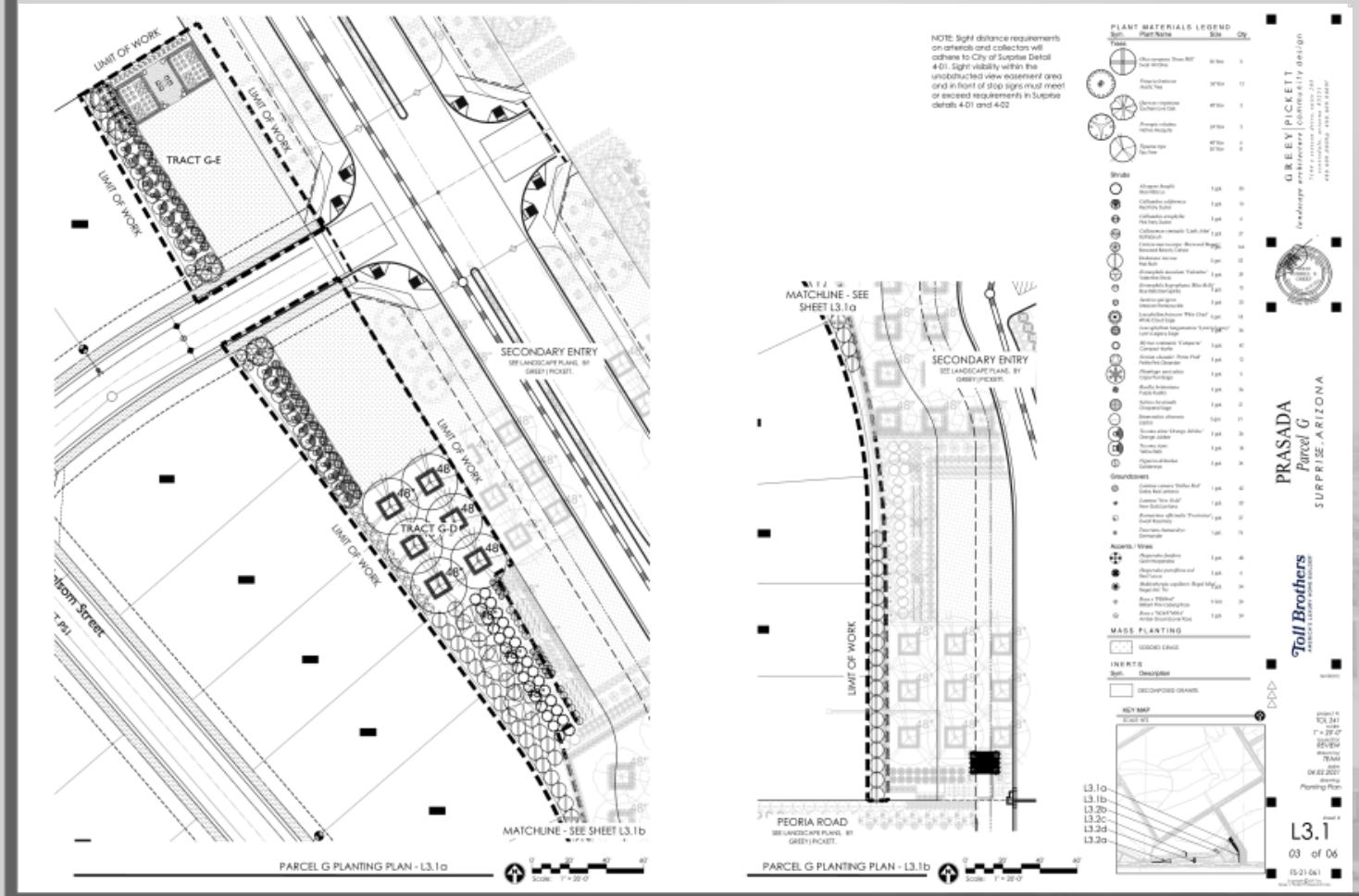
FS21-061 Unit G Preliminary Plat



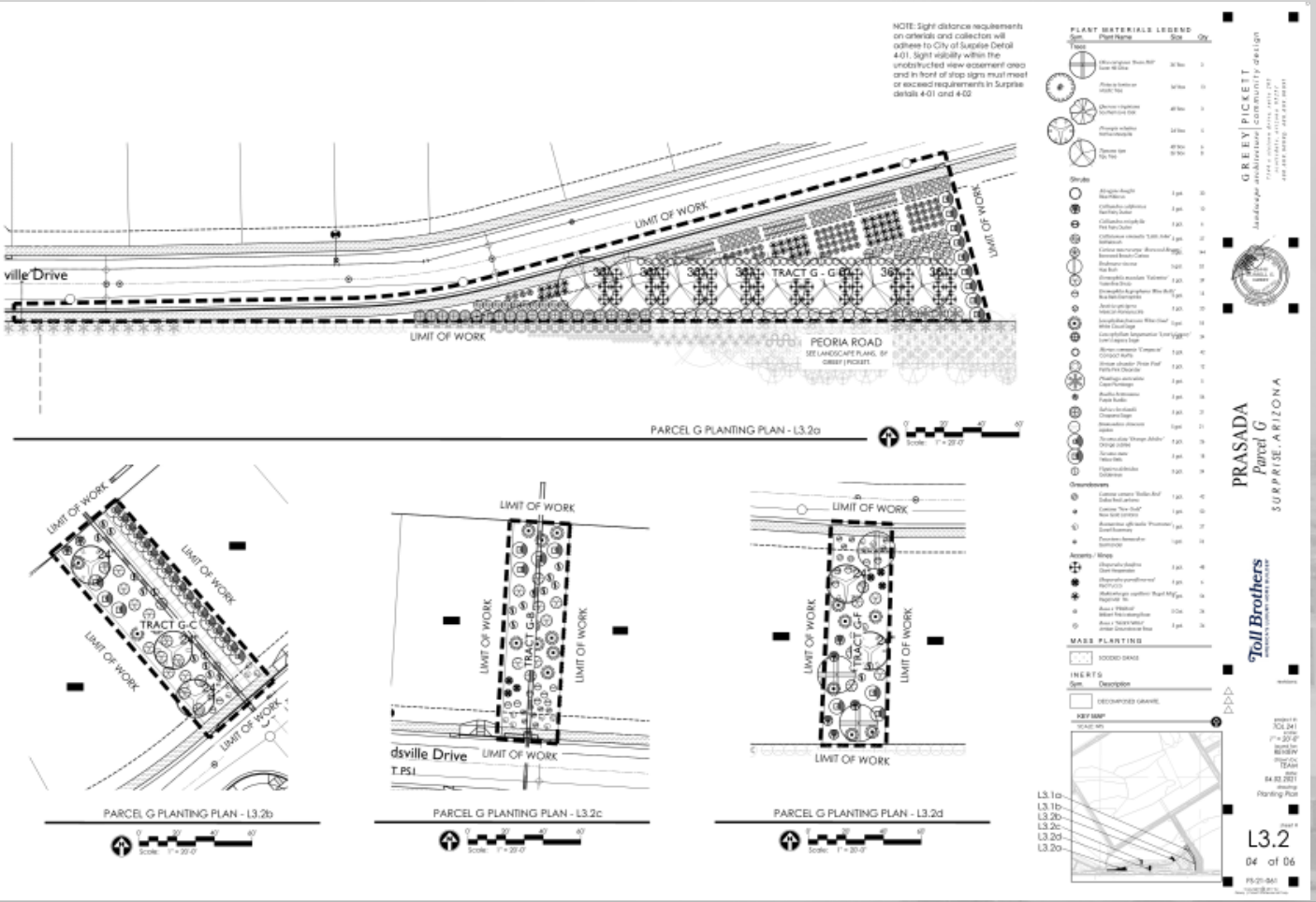
Sterling Grove Master Plan



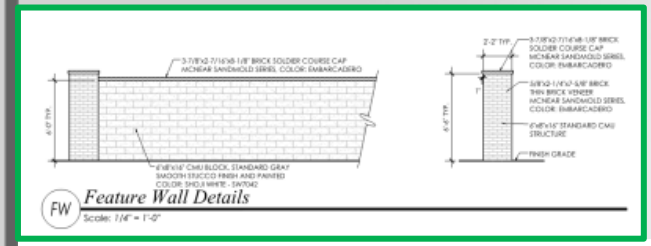
FS21-061 Unit G Landscape

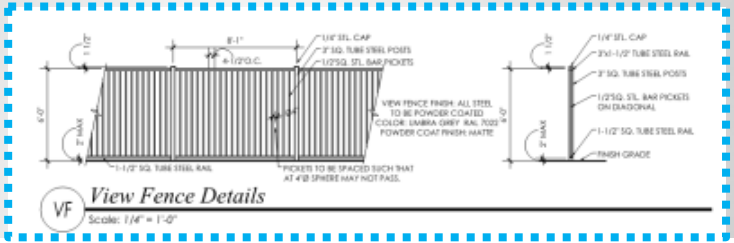


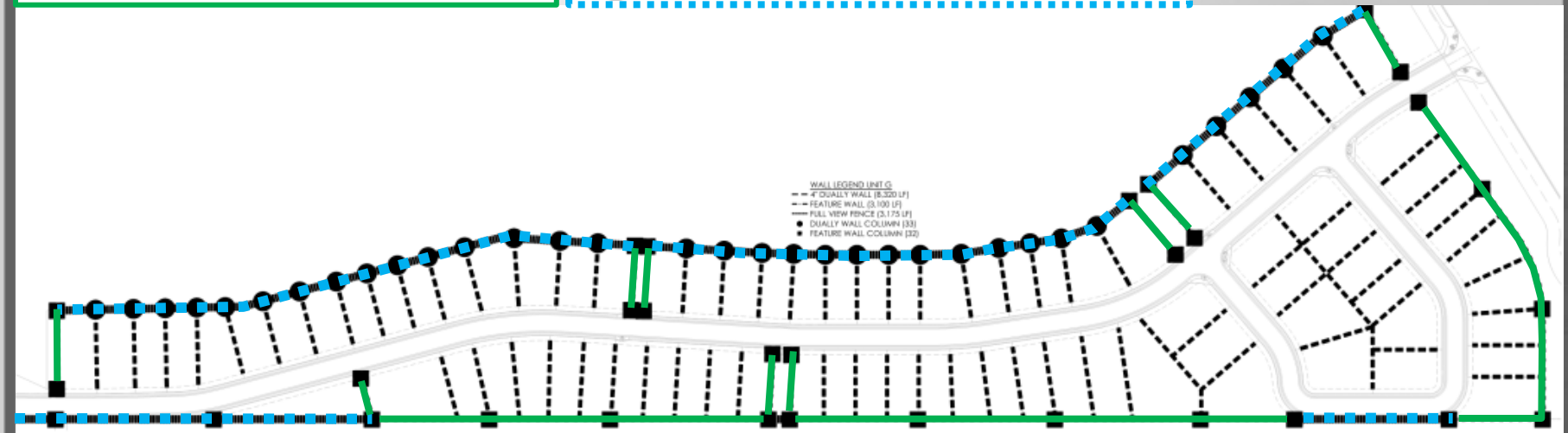
FS21-061 Unit G Landscape



FS21-061 Unit G Landscape







Planning & Zoning Commission Recommendation:

Approve subject to stipulations ‘a’ through ‘c’

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the preliminary plat entitled, "Windstone Ranch" and dated March 26, 2021, an approximately 59.73 acre property generally located north of Happy Valley Road and east of the 151st Avenue alignment.

Motion:
I move to approve the preliminary plat entitled, “Windstone Ranch” subject to stipulations “a” through “d” as memorialized in the staff report.

Background:
The subject property is approximately 60 acres of vacant land which includes a portion of the Tierra Verde East PAD, Saddlehorn Ranch (RL-5 PUD) and Windstone Ranch (RM-9 PUD). The Windstone Ranch preliminary plat with a residential density of 3.35 DU/Ac will create 200 single-family residential lots. The Planning and Zoning Commission passed a motion to recommend approval of this preliminary plat to the mayor and city council on July 15, 2021.

Objective Analysis:
Approval of this preliminary plat will allow the applicant to move forward with their single-family residential subdivision design. The project provides a mixture of 45’ and 70’ wide lots and 17.9 acres of open space. The subject Preliminary Plat meets the requirements of the Tierra Verde PAD, the Saddlehorn Ranch PUD, and the Windstone Ranch PUD, in addition to other requirements as set forth in the municipal code. All city reviewing departments have reviewed the request and offered no concerns.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac in a suburban neighborhood. At 3.35 DU/Ac, the project is consistent with the General Plan in this regard.

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 associated with this item.
FTE Impact:
This item does not have an impact on current staffing levels.

ATTACHMENTS:
1. 00 - FS20-596 - Windstone Ranch PP - Staff Report - CC
2. 01 - FS20-596 - Windstone Ranch PP - Vicinity Map - CC
3. 02 - FS20-596 - Windstone Ranch PP - Preliminary Plat - CC
4. 03 - FS20-596 - Windstone Ranch PP - Landscape Plan - CC
5. FS20-596 - Windstone Ranch PP - PowerPoint - CC

SURPRISE
ARIZONA

PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS20-596**
Project Name:	Windstone Ranch – Preliminary Plat
Council District:	1 - Acacia
Planning and Zoning Commission Date:	July 15, 2021
City Council Date:	**August 17, 2021**
Planner:	Sergio Angulo, Planner II

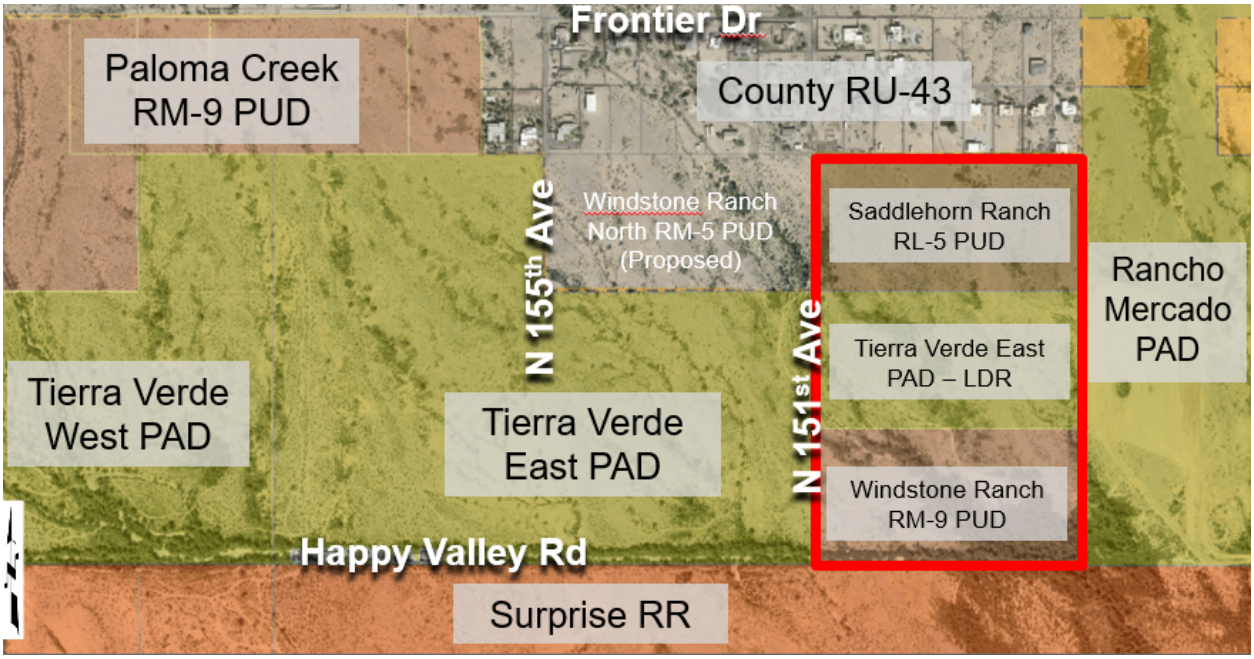
Owner:	Voyager Properties.
Applicant:	KAX Group, LLC
Request:	Preliminary Plat for a 200-lot single-family residential subdivision in portions of the PAD (Tierra Verde East), RL-5 PUD (Saddlehorn Ranch), and RM-9 PUD (Windstone Ranch) zoning districts.
Site Location:	Generally located north of Happy Valley Road and east of the 151st Avenue alignment.
Site Size:	59.73 acres (approx.)
Gross Density:	3.35 DU/Ac
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known
Commission Recommendation:	**Approval** of case **FS20-596**, subject to staff recommended stipulations 'a' through 'd.'

PROJECT DESCRIPTION:

The subject request involves a Preliminary Plat for a portion of the Tierra Verde East PAD, as well as the entirety of Saddlehorn Ranch (RL-5 PUD) and Windstone Ranch (RM-9 PUD). The applicant seeks to subdivide the subject property into 200 lots and 17 tracts.

SURROUNDING LAND ZONING:

The following map depicts the existing zoning of the subject site and its surroundings:



BACKGROUND:

March 23, 2006: A portion of the subject property was added to the Tierra Verde East PAD as part of rezoning application case PADA06-455 and rezoned from R1-43 to Planned Area Development (PAD) under Ordinance 07-50.

April 2, 2019: A portion of the subject property (Saddlehorn Ranch) was annexed under Ordinance 2019-08 and rezoned from RR to RL-5 PUD under Ordinance 2019-05.

May 5, 2020: A portion of the subject property (Windstone Ranch) rezoned from RR to RM-9 PUD under Ordinance 2020-11.

September 16, 2020: The applicant filed a request for a 60-acre, 200-lot Preliminary Plat under case FS20-596, the subject case.

July 15, 2021: The Planning and Zoning Commission passed a motion to recommend approval of this preliminary plat to the Mayor and City Council subject to staff recommended stipulations 'a' through 'd'.

ANALYSIS AND DISCUSSION:

Kent Xander of KAX Group, LLC is requesting Preliminary Plat approval for a 200-lot single-family residential subdivision on approximately 60 acres, generally located north of Happy Valley Rd and on the east side of 151st Ave. The lots, open space, and landscape shall comply with the approved design standards set in each of the three different zoning districts.



RESIDENTIAL PARCEL DATA

ZONING	LOTS	PAD LAND USE	LOT SIZES	GROSS ACRES	NO. LOTS	NET DU/AC	% OPEN SPACE
RL-5	1-56, 197-200	LMDR	70'x130' & 60'x120'	19.91 AC	60	3.01	25.6%
TVE PAD	57-107, 187-196	LMDR	60'x120'	19.90 AC	61	3.07	27.0%
RM-9	108-186	MDR	45'x100'	19.92 AC	79	4.09	35.3%
TOTAL				59.73 AC *	200	3.38	29.2%

* GROSS AREA LESS ARTERIAL ROW

503-54-005C	9.95 ACRES
503-54-005D	9.96 ACRES
503-54-013B	9.96 ACRES
503-54-013D	9.96 ACRES
503-54-013C	19.90 ACRES
GROSS AREA	59.73 ACRES
N 151ST AVENUE ROW	1.16 ACRES
HAPPY VALLEY ROW	0.59 ACRES
INTERIOR ROAD ROW	11.04 ACRES
TRACT AREA	17.29 ACRES
LOT AREA	29.65 ACRES
TOTAL AREA	59.73 ACRES

Open Space

The applicant proposes 17.29 acres of open space, which is 29.2% and exceeds the 20% minimum required by City Code. Additionally, the Preliminary Plat includes a 96-foot wide drainage channel to act as a buffer along N 151st Ave and Happy Valley Rd.

This Preliminary Plat will include the development of three (3) neighborhood parks with large amenities along a crisscross open space corridor trail that balances active and passive open space tracts, all to be maintained by the Homeowners Association. The primary amenity areas conform to SUDC 122-137(o) including a ramada, seating areas, and tot lot area. The local trail system will connect to the trail system in the adjacent Rancho Mercado and Tierra Verde East parcels.

Parking

This Preliminary Plat addresses on-street parking in two primary ways:

1. Blocks with lot widths of 45' will have open space landscape tracts nearby to allow for additional on-street parking, specifically the mid-block path, ends of the block, and the southeast park area.

2. Less than 40% of lots within this Preliminary Plat are less than 50-feet wide.

Vehicular Access and Circulation

Primary access to the neighborhood will be from Happy Valley Road via 151st Ave along the west property line. There are two roads, Cottontail Lane and Hackamore Drive, which provide access from 151st Ave to the site. Secondary access will be from Bronco Trail to the east through Rancho Mercado. The internal street network will then provide north-south access and connectivity throughout the neighborhood.

Utility and Services Table:

Water:	City of Surprise.
Wastewater:	City of Surprise
School District:	Dysart Unified

Conformance with Adopted Plans:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more.

Reviewing Agencies:

In addition to the standard city reviewing agencies, Maricopa County, Arizona Department of Transportation, Maricopa Water District, and Luke AFB were included in the routing of this request.

The City received the following responses:

1. Flood Control: The development will require coordination and floodplain use permits prior to obtaining building permits.

2. Arizona Department of Transportation (ADOT): The development has no additional requirements.

3. Luke Air Force Base: The Development will not have a negative impact on Luke AFB Flight Operations.

Summary:

The applicant seeks a Preliminary Plat across the subject property. The proposed development is compatible with the neighboring land uses and the amenities included will provide recreational opportunities for the neighborhood residents.

Findings:

- The proposed Preliminary Plat is consistent with the PAD (Tierra Verde East), RL-5 PUD (Saddlehorn Ranch), and RM-9 PUD (Windstone Ranch) zoning districts.
- The proposed Preliminary Plat is consistent with applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Recommendation:

Based on the findings noted above, the Commission passed a motion to recommend **approval** of case **FS20-596** to the City Council subject to stipulations 'a' through 'd' as follows:

a. Development and use of the site shall be consistent with the Preliminary Plat entitled "Preliminary Plat for Windstone Ranch", prepared by ATWELL Group and stamped received May 12, 2021.

b. Landscaping of the site shall be consistent with the Preliminary Landscape Plan entitled "Windstone Ranch", prepared by RVi and stamped received May 12, 2020.

c. Prior to the City recording a final plat or approving a site plan or building permit within the property, the applicant shall provide the City with a Notice of Payment from William Lyon Homes, Inc., that the Happy Valley West ("HVW") Buy-in Fee, the Happy Valley East ("HVE") Buy-in Fee, the Sewer Buy-in Fee, and the Water Buy-in Fee, as applicable, all as described in the Rancho Mercado Supplemental Development

Agreement (Regional Improvements Overlay Agreement), as amended, have been paid.

d. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

However, should the City Council wish to **deny** the request, the City Council should make its own findings and base its decision on those alternative findings.

Attachments:

01 Vicinity Map
02 Preliminary Plat
03 Preliminary Landscape Plan

VICINITY MAP

FS20-596
Windstone Ranch PP



PRELIMINARY PLAT
FOR
WINDSTONE RANCH

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

LEGAL DESCRIPTION

503-54-005C:
THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

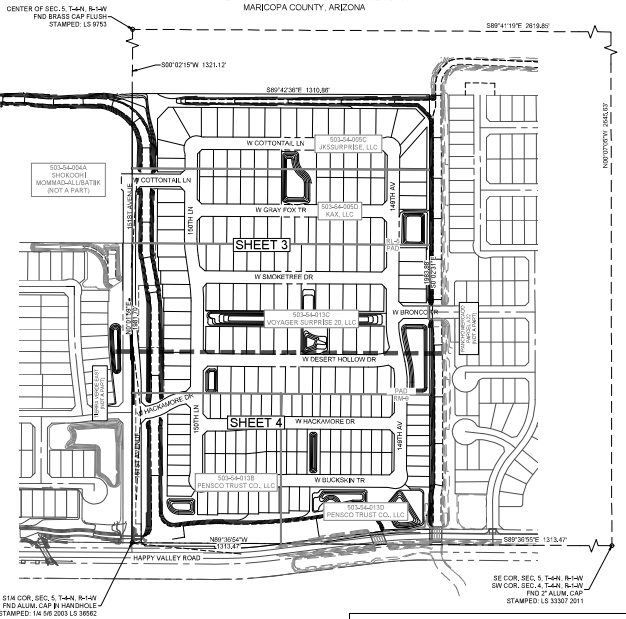
503-54-005D:
THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, RECORDS OF MARICOPA COUNTY, ARIZONA;

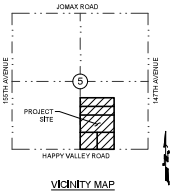
503-54-013C:
THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

503-54-013B:
THE THE WEST HALF (W 1/2) OF THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION FIVE (5), TOWNSHIP 4, NORTH, RANGE ONE (1) WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

503-54-013D:
THE EAST ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, RECORDS OF MARICOPA COUNTY, ARIZONA.

LOT TABLE		LOT TABLE		LOT TABLE		LOT TABLE	
LOT NUMBER	AREA (SF)	LOT NUMBER	AREA (SF)	LOT NUMBER	AREA (SF)	LOT NUMBER	AREA (SF)
LOT# 1	7,248.06	LOT# 53	7,200.00	LOT# 105	7,200.00	LOT# 157	4,645.01
LOT# 2	8,388.91	LOT# 54	7,200.00	LOT# 106	7,200.00	LOT# 158	4,530.94
LOT# 3	15,829.27	LOT# 55	7,200.00	LOT# 107	7,200.00	LOT# 159	4,500.34
LOT# 4	11,300.93	LOT# 56	7,214.23	LOT# 108	4,977.99	LOT# 160	4,500.00
LOT# 5	9,159.80	LOT# 57	7,260.00	LOT# 109	4,965.71	LOT# 161	4,500.00
LOT# 6	9,100.00	LOT# 58	7,200.00	LOT# 110	4,859.78	LOT# 162	4,500.00
LOT# 7	9,100.00	LOT# 59	7,200.00	LOT# 111	4,681.63	LOT# 163	4,500.00
LOT# 8	9,100.00	LOT# 60	7,200.00	LOT# 112	4,548.71	LOT# 164	4,500.00
LOT# 9	9,100.00	LOT# 61	7,200.00	LOT# 113	4,501.93	LOT# 165	4,500.00
LOT# 10	9,100.00	LOT# 62	7,200.00	LOT# 114	4,500.00	LOT# 166	4,500.00
LOT# 11	9,100.00	LOT# 63	7,173.78	LOT# 115	4,500.00	LOT# 167	4,500.00
LOT# 12	9,100.00	LOT# 64	7,200.00	LOT# 116	4,500.00	LOT# 168	4,752.98
LOT# 13	9,100.00	LOT# 65	7,200.00	LOT# 117	4,500.00	LOT# 169	4,752.99
LOT# 14	9,100.00	LOT# 66	7,200.00	LOT# 118	4,500.00	LOT# 170	5,187.00
LOT# 15	9,113.00	LOT# 67	7,200.00	LOT# 119	4,500.00	LOT# 171	5,092.43
LOT# 16	10,458.07	LOT# 68	7,212.35	LOT# 120	4,500.00	LOT# 172	4,903.49
LOT# 17	13,805.56	LOT# 69	7,307.35	LOT# 121	4,500.00	LOT# 173	4,873.32
LOT# 18	13,830.61	LOT# 70	7,212.24	LOT# 122	4,500.00	LOT# 174	4,661.51
LOT# 19	7,200.00	LOT# 71	7,236.71	LOT# 123	4,500.00	LOT# 175	4,538.42
LOT# 20	7,200.00	LOT# 72	7,371.38	LOT# 124	4,661.38	LOT# 176	4,500.84
LOT# 21	7,200.00	LOT# 73	7,214.99	LOT# 125	4,507.33	LOT# 177	4,724.73
LOT# 22	7,289.50	LOT# 74	7,200.10	LOT# 126	4,521.76	LOT# 178	4,574.23
LOT# 23	7,200.00	LOT# 75	7,200.10	LOT# 127	4,536.18	LOT# 179	5,092.05
LOT# 24	7,200.00	LOT# 76	7,200.10	LOT# 128	4,550.61	LOT# 180	4,500.29
LOT# 25	7,200.00	LOT# 77	7,200.10	LOT# 129	4,565.04	LOT# 181	4,509.33
LOT# 26	7,200.00	LOT# 78	7,200.00	LOT# 130	4,579.47	LOT# 182	4,500.00
LOT# 27	7,200.00	LOT# 79	7,200.00	LOT# 131	4,593.90	LOT# 183	4,500.00
LOT# 28	7,200.00	LOT# 80	7,200.00	LOT# 132	4,526.36	LOT# 184	4,500.00
LOT# 29	7,200.00	LOT# 81	7,200.00	LOT# 133	4,794.68	LOT# 185	4,500.00
LOT# 30	7,200.00	LOT# 82	7,200.00	LOT# 134	4,500.00	LOT# 186	4,500.00
LOT# 31	7,200.00	LOT# 83	7,200.00	LOT# 135	4,500.00	LOT# 187	7,200.00
LOT# 32	7,210.00	LOT# 84	7,252.31	LOT# 136	4,500.00	LOT# 188	7,200.00
LOT# 33	7,210.00	LOT# 85	7,292.69	LOT# 137	4,500.00	LOT# 189	7,200.00
LOT# 34	7,200.00	LOT# 86	7,200.00	LOT# 138	4,500.00	LOT# 190	7,200.00
LOT# 35	7,200.00	LOT# 87	7,200.00	LOT# 139	4,500.00	LOT# 191	7,200.00
LOT# 36	7,200.00	LOT# 88	7,200.00	LOT# 140	4,500.00	LOT# 192	7,209.49
LOT# 37	7,200.00	LOT# 89	7,200.00	LOT# 141	4,500.00	LOT# 193	7,405.87
LOT# 38	7,200.00	LOT# 90	7,200.00	LOT# 142	4,500.00	LOT# 194	7,485.07
LOT# 39	7,200.00	LOT# 91	7,200.00	LOT# 143	4,500.00	LOT# 195	7,484.99
LOT# 40	7,200.00	LOT# 92	7,586.13	LOT# 144	4,500.00	LOT# 196	7,336.99
LOT# 41	7,200.00	LOT# 93	7,586.13	LOT# 145	4,600.66	LOT# 197	7,202.80
LOT# 42	7,200.00	LOT# 94	7,586.00	LOT# 146	4,746.54	LOT# 198	7,200.00
LOT# 43	7,269.50	LOT# 95	7,493.18	LOT# 147	4,698.87	LOT# 199	7,200.00
LOT# 44	7,212.35	LOT# 96	7,627.97	LOT# 148	4,547.88	LOT# 200	7,210.00
LOT# 45	7,200.00	LOT# 97	7,223.00	LOT# 149	4,500.82	TOTAL	1,291,672.71 (29.65 AC)
LOT# 46	7,200.00	LOT# 98	7,200.00	LOT# 150	4,548.36		
LOT# 47	7,200.00	LOT# 99	7,800.00	LOT# 151	5,004.42		
LOT# 48	7,200.00	LOT# 100	7,800.00	LOT# 152	4,949.98		
LOT# 49	7,205.24	LOT# 101	7,200.00	LOT# 153	4,928.73		
LOT# 50	7,200.00	LOT# 102	7,200.00	LOT# 154	4,824.85		
LOT# 51	7,200.00	LOT# 103	7,200.00	LOT# 155	4,748.43		
LOT# 52	7,200.00	LOT# 104	7,200.00	LOT# 156	4,732.35		





VICINITY MAP
SEC. 5, T4N, R1W
G&SRB&M, MARICOPA COUNTY, ARIZONA
3" = 1 MILE

PROPOSED LOT SIZES
45' x 100' = 79 LOTS
60' x 120' = 107 LOTS
70' x 130' = 14 LOTS

ASSESSOR PARCEL NO'S
503-54-005C
503-54-005D
503-54-013B
503-54-013C
503-54-013D

AREAS
503-54-005C = 435,600 FT² (10.0000 ACRES)
503-54-005D = 435,600 FT² (10.0000 ACRES)
503-54-013B = 433,640 FT² (9.9550 ACRES)
503-54-013C = 871,200 FT² (20.0000 ACRES)
503-54-013D = 411,826 FT² (9.4542 ACRES)
TOTAL = 2,587,866 FT² (59.4092 ACRES)

OWNER REPRESENTATIVE
KAX GROUP
10973 N. 138TH WAY
SCOTTSDALE, ARIZONA 85259
CONTACT: KENT XANDER
PHONE: (602) 499-9308
KXANDER@KAXGROUP.COM

ENGINEER
ATWELL
4700 E. SOUTHERN AVE.
MESA, ARIZONA 85206
PHONE (480) 218-8831
CONTACT: MICHAEL J. PARK, PE
MJPARK@ATWELL-GROUP.COM

SHEET INDEX

DESCRIPTION	ATWELL SHEET NO.	SHEET NO.
COVER SHEET	CS01	1
DETAIL SHEET	DT01	2
PRELIMINARY PLAT	PP01 - PP02	3 - 4

BASIS OF BEARING
THE WEST-EAST, MID-SECTION LINE OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN WHICH BEARS S89°46'48"E A DISTANCE OF 5255.54' THIS POSITION WAS DERIVED FROM THE ESTABLISHED NGS POINTS DV0080 & AJ2867. PROJECT THEN SCALED TO GROUND AT A COMBINED SCALE FACTOR OF 1.000137686895 AND VERIFIED AGAINST GDACS BOOK 934, PG 1. HORIZONTAL ERROR = (0.04') ANGLE ERROR = (00°00'01")

BENCHMARK
NATIONAL GEODETIC SURVEY PID DV0080, DESIGNATION Q 366 FOUND U.S. COAST AND GEODETIC SURVEY BRASS CAP STAMPED "1967 Q 366"
NAVD 88 ELEVATION = 1392.53
(CITY OF SURPRISE BENCHMARK #53 ELEVATION = 1392.52)

FLOODPLAIN DESIGNATION
THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE 'X', ZONE 'A' AND ZONE 'AE'

SHADED ZONE 'X' IS THE FLOOD INSURANCE RATE ZONE THAT CORRESPONDS TO 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.

ZONE 'A' AND ZONE 'AE' ARE SPECIAL FLOOD HAZARD AREAS THAT ARE SUBJECT TO THE 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD); ALSO KNOWN AS THE BASE FLOOD. IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALED OR EXCEEDED IN ANY GIVEN YEAR. THE SPECIAL FLOOD HAZARD AREA IS THE AREA SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD. THE BASE FLOOD ELEVATION IS THE WATER-SURFACE ELEVATION OF THE 1% ANNUAL CHANCE FLOOD.

ZONE A: NO BASE FLOOD ELEVATIONS DETERMINED.

ZONE AE: BASE FLOOD ELEVATIONS DETERMINED.

SITE DATA
CASE# FS20-596
MULTIPLE APN'S (SEE TABLE ON RIGHT)
EXISTING ZONING — SEE TABLE BELOW
GROSS SITE AREA — 59.73 AC
ARTERIAL ROAD R/W — 0.59 AC
NET SITE AREA — 59.14 AC
NUMBER OF LOTS — 200
GROSS DENSITY — 3.35 DU/AC

503-54-005C	9.95 ACRES
503-54-005D	9.96 ACRES
503-54-013B	9.96 ACRES
503-54-013C	19.90 ACRES
GROSS AREA	59.73 ACRES
N 151ST AVENUE ROW	1.16 ACRES
HAPPY VALLEY ROW	0.59 ACRES
INTERIOR ROAD ROW	11.04 ACRES
TRACT AREA	17.29 ACRES
LOT AREA	29.65 ACRES
TOTAL AREA	59.73 ACRES

RESIDENTIAL PARCEL DATA

ZONING	LOTS	PAD LAND USE	LOT SIZES	GROSS ACRES	NET ACRES*	OPEN SPACE	NO. LOTS	NET DU/AC	% OPEN SPACE
RL-5	1-56, 197-200	LMDR	70'x130' & 60'x120'	19.81 AC	19.81 AC	5.09 AC	60	3.01	25.6%
TVE PAD	57-107, 187-196	LMDR	60'x120'	19.80 AC	19.80 AC	5.38 AC	61	3.07	27.0%
RA-3	108-186	MDR	45'x100'	19.82 AC	19.33 AC	6.82 AC	79	4.09	35.3%
TOTAL				59.73 AC	59.14 AC	17.29 AC	200	3.38	29.2%

* GROSS AREA LESS ARTERIAL ROW

UTILITY PROVIDERS

SEWER	CITY OF SURPRISE
WATER	CITY OF SURPRISE
FIRE	CITY OF SURPRISE
ELECTRIC	ARIZONA PUBLIC SERVICE (APS)
NATURAL GAS	SW GAS
TELEPHONE	CENTURYLINK
TELEPHONE	COX COMMUNICATIONS
CABLE	COX COMMUNICATIONS
REFUSE COLLECTION	CITY OF SURPRISE

TRACT TABLE		
TRACT NAME	AREA (AC)	USE
TRACT - A	3.58	RETENTION, DRAINAGE, OPEN SPACE, UTILITIES
TRACT - B	0.25	OPEN SPACE, UTILITIES
TRACT - C	0.85	RETENTION, OPEN SPACE, AMENITIES, UTILITIES
TRACT - D	0.25	OPEN SPACE, UTILITIES
TRACT - E	0.25	OPEN SPACE, UTILITIES
TRACT - F	0.28	OPEN SPACE, AMENITIES, UTILITIES
TRACT - G	0.11	OPEN SPACE, UTILITIES
TRACT - H	2.51	DRAINAGE, OPEN SPACE, UTILITIES
TRACT - J	1.91	RETENTION, OPEN SPACE, AMENITIES, UTILITIES
TRACT - K	0.89	RETENTION, OPEN SPACE, UTILITIES
TRACT - L	0.26	OPEN SPACE, UTILITIES
TRACT - M	0.18	OPEN SPACE, UTILITIES, AMENITIES
TRACT - N	0.25	RETENTION, OPEN SPACE, UTILITIES
TRACT - O	0.04	OPEN SPACE, UTILITIES
TRACT - P	0.27	RETENTION, OPEN SPACE, AMENITIES, UTILITIES
TRACT - Q	0.04	OPEN SPACE, UTILITIES
TRACT - R	6.17	RETENTION, DRAINAGE, OPEN SPACE, AMENITIES, UTILITIES
TOTAL	17.29	

LEGEND
CL — CENTERLINE
R/W — RIGHT OF WAY
PUE — PUBLIC UTILITY EASEMENT
MATCH LINE
DRAINAGE BOUNDARY
10.0 — CONTOUR LINE
HW=10.0 — HIGH WATER CONTOUR
1405 — EXISTING CONTOUR MINOR
1404 — EXISTING CONTOUR MAJOR
PARCEL BOUNDARY
GRADE BREAK
GRADE CHANGE
8"S — SEWER LINE
SEWER MANHOLE
SEWER FLOW DIRECTION
EX, 8" S — EXIST. SEWER LINE
EXIST. SEWER MANHOLE
8"W — WATER LINE
WATER VALVE
EX. 8" W — EXIST. WATER LINE
FIRE HYDRANT
SIDEWALK
DRAINAGE FLOW ARROW
STREET LIGHT
5 — LOT NUMBER
MODEL PHASE
M — MODEL HOME
P — PARKING FOR MODEL HOME
FLOOD ZONE 'AE'
FLOOD ZONE 'A'

THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND EVIDENCE AND MAY NOT BE CORRECT OR COMPLETE. BEFORE ANY EXCAVATION IS BEGUN, DETERMINE THE EXACT LOCATION OF ALL UTILITIES WITHIN THE AREA OF EXCAVATION AND AGREE TO SAVE FULLY INDEMNIFY AND HOLD HARMLESS OWNER, ENGINEER AND SURVEYOR FROM ANY DAMAGES TO, OR CONNECTIONS TO, AND TO EXACT LOCATE AND PROTECT, ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
COUNTRYWIDE LAND SURVEYING IS THE SOLE PREPARER OF THIS DOCUMENT. ANY REPRODUCTION, ALTERATION, OR MODIFICATION OF THIS DOCUMENT WITHOUT EXPRESS WRITTEN CONSENT FROM COUNTRYWIDE LAND SURVEYING IS PROHIBITED AND VOID. THE USE OF ANY SUBPAR STRUCTURES, OR OF ANY OTHER PURPOSES.

ATWELL
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

COVER SHEET
PRELIMINARY PLAT
WINDSTONE RANCH
CITY OF SURPRISE, ARIZONA
PROJECT:

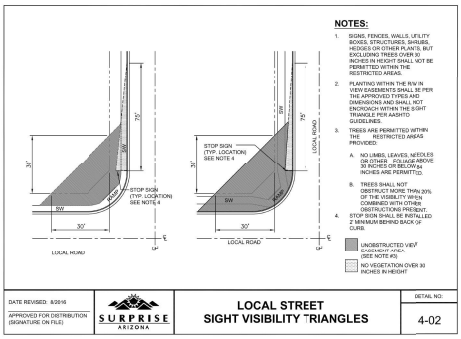
811 Know what's below. Call before you dig.

REVISIONS:
03/26/21 - Revised per 4th review & to include Windstone North drainage

64583 MICHAEL J. PARK — REGISTERED PROFESSIONAL ENGINEER — 6-30-22

FM: M. PARK
DR: S. STAMAN
JOB NO. 19000032
FILE NO. 19000032-01-CS01
CS01
SHEET NO. 1 OF 4

FS20-596



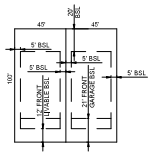
NOTE: REFER TO EDS STANDARD DETAIL 4-01 FOR SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL AND COLLECTOR STREET INTERSECTIONS.

LINE TYPES

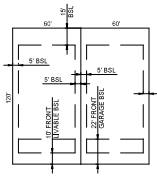
- LOT LINE
- EXISTING PARCEL LINE
- PUE
- RIGHT OF WAY
- ROAD CENTERLINE
- SECTION LINE
- BSL
- SIGHT VISIBILITY LINE
- PARCEL BOUNDARY
- EXISTING FEMA FLOODPLAIN
- EXISTING FEMA FLOODWAY

GENERAL NOTES:

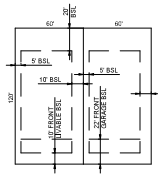
1. LATERAL SEWERS SERVING LESS THAN THIRTY (30) HOUSES WILL HAVE A MINIMUM SLOPE OF 0.76 PERCENT. WHERE LATERAL SEWERS SERVE LESS THAN TEN (10) HOUSES, THE MINIMUM SLOPE WILL BE NOT LESS THAN ONE (1) PERCENT.



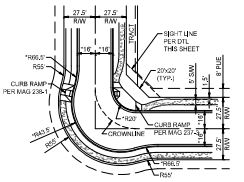
TYP. 45' MINIMUM WIDE LOT AND SETBACKS DETAIL (LOTS 108-186)
SCALE: N.T.S.



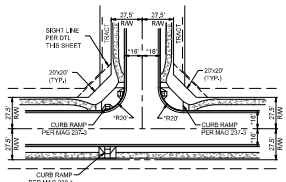
TYP. 60' MINIMUM WIDE LOT AND SETBACKS DETAIL (LOTS 57-107 & 187-196)
SCALE: N.T.S.



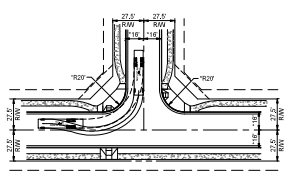
TYP. 60' MINIMUM WIDE LOT AND SETBACKS DETAIL (LOTS 1-56 & 197-200))
SCALE: N.T.S.



TYPICAL KNUCKLE



TYPICAL T INTERSECTION



TYPICAL T INTERSECTION
AASHTO SU-40

*NOTE: DIMENSION AT THE BACK OF CURB. REFER TO EDS CURRENT STANDARD DETAIL 3-15 FOR CORNER RADII DEDICATIONS.

ABBREVIATIONS

B/C	BACK OF CURB
B/L	BIKE LANE
BCHH	BRASS CAP HAND HOLE
BSL	BUILDING SETBACK LINE
CL	CENTERLINE
CR	CURB RETURN
EP	EDGE OF PAVEMENT
ESMT	EASEMENT
EX	EXISTING
F/C	FACE OF CURB
PL	PROPERTY LINE
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
S/W	SIDEWALK

ZONING RELATED DEVELOPMENT STANDARDS

WINDSTONE RANCH - LOTS 57-107, 187-196	TIERRA VERDE EAST PARCEL 4 PAD (FORMERLY PARCEL 3) APPROVED DEVELOPMENT STANDARDS
MINIMUM LOT AREA (PER UNIT)	6,750 S.F.
MINIMUM LOT WIDTH	60'
MINIMUM LOT DEPTH	115'
BUILDING SETBACK - FRONT (LIVEABLE)	10'
BUILDING SETBACK - FRONT (GARAGE)	22'
BUILDING SETBACK - SIDE	5'
BUILDING SETBACK - SIDE (AGGREGATE)	10'
BUILDING SETBACK - SIDE (STREET SIDE /CORNER LOT)	10' - SINGLE STORY 15' - MULTI-STORY
BUILDING SETBACK - REAR	15'
MAXIMUM BUILDING HEIGHT	35'

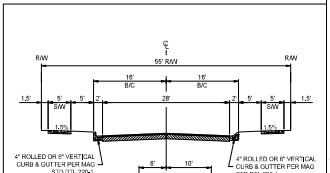
WINDSTONE RANCH - LOTS 108-186	WINDSTONE RANCH RM-5 PUD APPROVED DEVELOPMENT STANDARDS	
MINIMUM LOT AREA (PER UNIT)	4,500 S.F.	
MINIMUM LOT WIDTH	40'	
MINIMUM LOT DEPTH	100'	
BUILDING SETBACK - FRONT (LIVEABLE)	12'	(2)
BUILDING SETBACK - FRONT (GARAGE)	21'	(1)
BUILDING SETBACK - SIDE	5'	
BUILDING SETBACK - SIDE (AGGREGATE)	10'	
BUILDING SETBACK - SIDE (STREET SIDE /CORNER LOT)	5'	
BUILDING SETBACK - REAR	20'	(5)
MAXIMUM BUILDING HEIGHT	35'	

(1) FRONT FACING GARAGES SHALL HAVE A MINIMUM 21-FOOT FRONT YARD SETBACK MEASURED FROM BACK OF SIDEWALK.
(2) 12-FOOT LIVABLE FRONT SETBACK IS MEASURED FROM BACK OF RIGHT-OF-WAY.
(3) TO BE DETERMINED AT SITE PLAN OR PRELIMINARY PLAT REVISAL
(4) THERE IS NOT A STREET SIDE SETBACK REQUIREMENT IN THE SUDC.
(5) PORCHES / PATIOS MAY ENCROACH 2.5' INTO THE REAR YARD SETBACK.

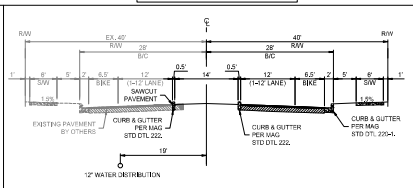
WINDSTONE RANCH - LOTS 1-56*, 197-200	SADDLEHORN RANCH R-5 APPROVED DEVELOPMENT STANDARDS	
MINIMUM LOT AREA (PER UNIT)	7,200 S.F.	(5)
MINIMUM LOT WIDTH	60'	(5)
MINIMUM LOT DEPTH	100'	
BUILDING SETBACK - FRONT (LIVEABLE)	12'	(4)
BUILDING SETBACK - FRONT (GARAGE)	21'	(2) (4)
BUILDING SETBACK - SIDE	5'	
BUILDING SETBACK - SIDE (AGGREGATE)	15'	
BUILDING SETBACK - SIDE (STREET SIDE /CORNER LOT)	10'	
BUILDING SETBACK - REAR	20'	
MAXIMUM BUILDING HEIGHT	30'	(3)

(1) FRONT FACING GARAGE SETBACK MEANS BACK-OF-WALK TO THE FACE OF GARAGE DOOR, ONLY IF THE GARAGE IS LOCATED IN THE FRONT YARD.
(2) GARAGE FRONT SETBACKS MAY BE REDUCED TO 12-FEET FOR SIDE-LOADED GARAGE PRODUCT.
(3) A LOT THAT BACKS UP TO A SIDE YARD OF AN ADJACENT LOT, WITHIN A SUBDIVISION, SHALL BE LIMITED TO SINGLE-STORY.
(4) FRONT SETBACKS MEASURED FROM BACK-OF-WALK.
(5) THE DEVELOPMENT STANDARDS FOR ALL LOTS THAT ARE ADJACENT TO THE NORTH PROPERTY LINE SHALL BE CHANGED TO A MINIMUM LOT WIDTH OF 70-FEET AND MINIMUM LOT DEPTH OF 120-FEET.

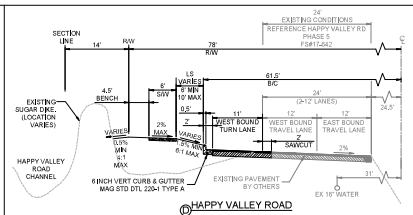
* NOTE: LOTS 3-17 ARE SINGLE STORY ONLY.



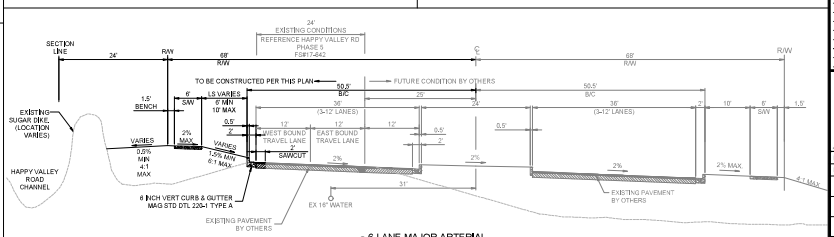
A LOCAL STREET
LOOKING NORTH OR EAST
N.T.S.



B RESIDENTIAL COLLECTOR STREET
N 151ST AVE
LOOKING NORTH
N.T.S.



D HAPPY VALLEY ROAD
W. HAPPY VALLEY RD.
LOOKING EAST
N.T.S.



C 6-LANE MAJOR ARTERIAL
INTERIM AND FUTURE CONDITION
W. HAPPY VALLEY RD.
LOOKING EAST
N.T.S.

THE LOCATION OF UNDERLINE UNDERGROUND UTILITIES ARE SHOWN AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES BEFORE COMMENCING WORK. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ADEQUATELY PROTECT ALL UTILITIES FROM DAMAGE DURING CONSTRUCTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO EXCAVATION.

NOTICE:
CONSTRUCTION SHEET MATCH IN THE FOUR PRINTED SHEETS OF THE ORIGINAL DRAWINGS. ANY USE OF THESE DRAWINGS WHICH WILL BE SUBSTITUTED USING NO PRINTED SHEETS OR USING ANY OF THE WORK OF THESE DRAWINGS IN THE WORK OF ANY NEARBY STRUCTURES, SHALL BE AND OTHER PERSONS.

ATWELL
4700 AZ 85260
480.505.3900 www.atwell-group.com

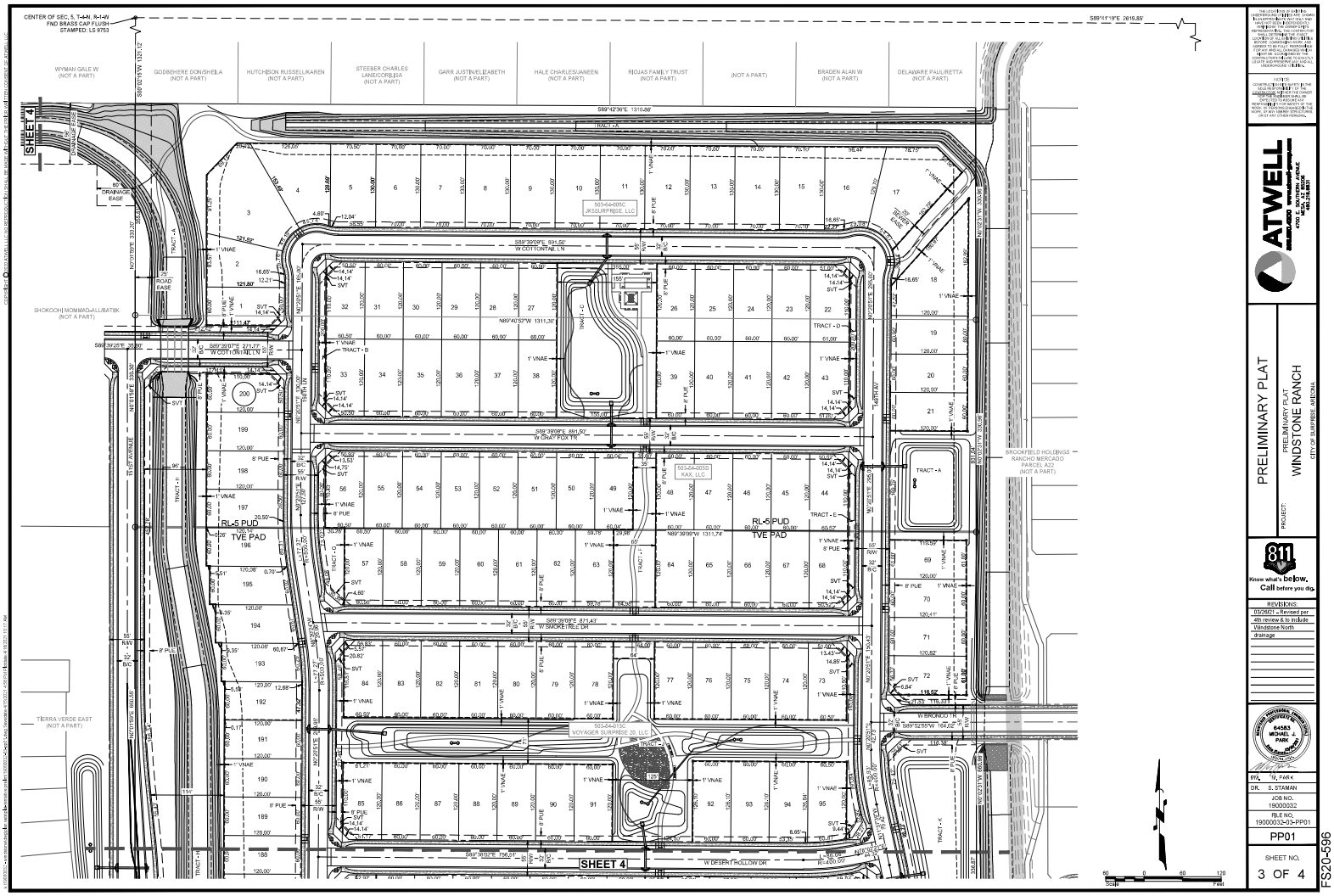
DETAIL SHEET
PRELIMINARY PLAT
PROJECT: WINDSTONE RANCH
CITY OF SURPRISE, ARIZONA

Know what's below. Call before you dig.

REVISIONS:
03/26/21 - Revised per 4th review & to include Windstone North drainage

64583 MICHAEL J. PARK

PM: M. PARK
DR: S. STAMAN
JOB NO. 19000032
FILE NO. 19000032-202-DT01
DT01
SHEET NO. 2 OF 4



ATWELL
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8833

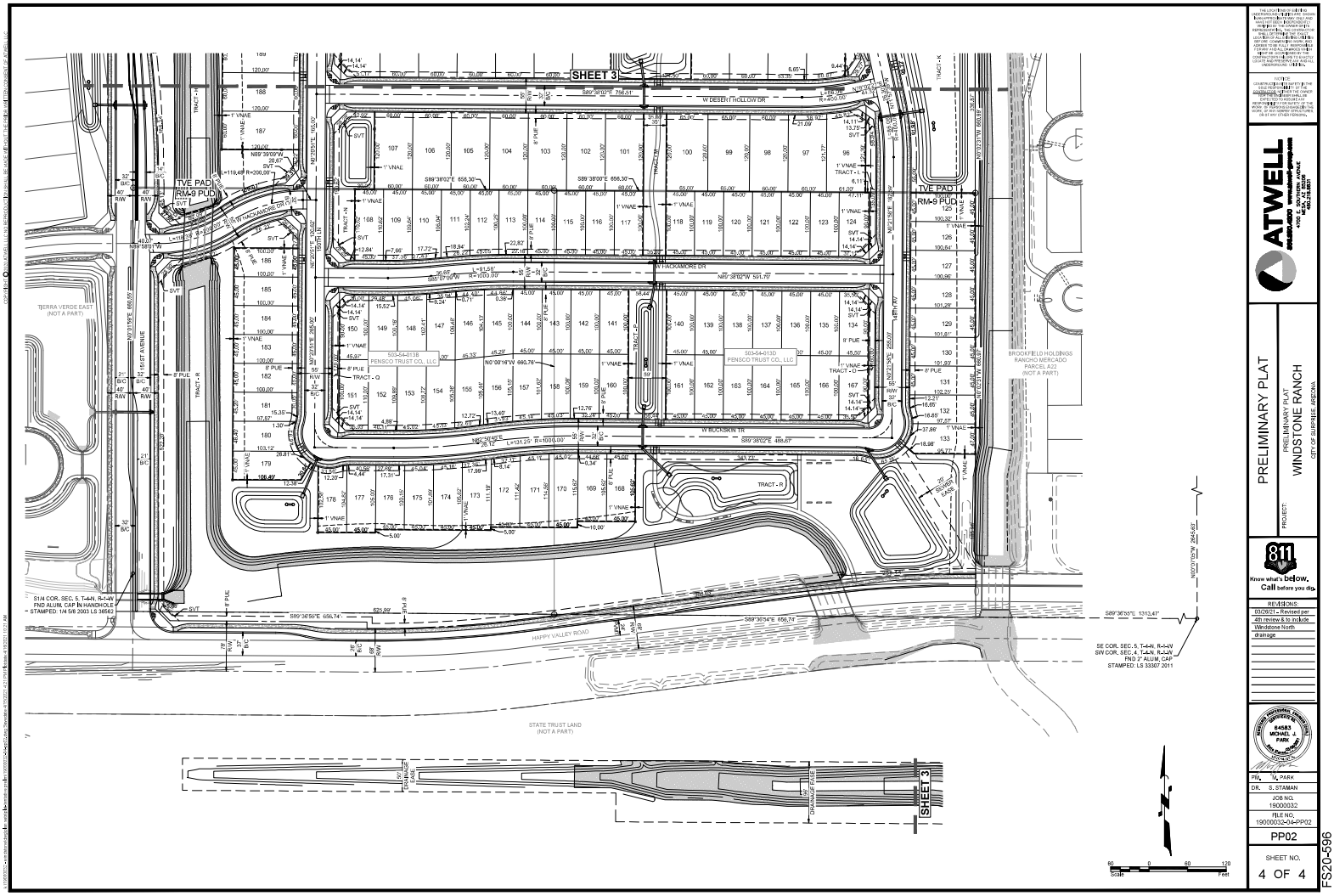
PRELIMINARY PLAT
PRELIMINARY PLAT
PROJECT: WINDSTONE RANCH
CITY OF SURPRISE ARIZONA

Know what's below. Call before you dig.

REVISIONS:
03/26/21 - Revised per 4th review & to include Windstone North drainage

BY: M. PARK
DR. S. STAMAN
JOB NO. 19000032
FILE NO. 19000032-00-PP01
PP01
SHEET NO. 3 OF 4

FS20-596



THE LOCATIONS OF THE UNDERGROUND UTILITIES SHOWN IN THE PLAN WERE DETERMINED BY THE SURVEYOR OF THE PROPERTY OR ARE SUPPLIED BY THE REPRESENTATIVE OF THE UTILITY OR ARE SUPPLIED BY THE CONTRACTOR OR SUBCONTRACTOR. THE ACCURACY OF THE LOCATIONS OF ALL UTILITIES SHOWN BEFORE CONMENCING WORK AND ADDRESS TO THE PLAN, WHICH CONTAINS FIELD ALL CHANGES WHICH MAY BE DISCLOSED BY THE CONTRACTOR'S ACTIVITIES. THE PROPERTY OF ALL UTILITIES SHOWN ARE UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITES SHOULD BE VISITED BEFORE THE PLAN IS SUBMITTED BY THE CONTRACTOR OR SUBCONTRACTOR. THE CONTRACTOR OR SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPERTY OF ALL UTILITIES SHOWN ARE UNDERGROUND UTILITIES. THE CONTRACTOR OR SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPERTY OF ALL UTILITIES SHOWN ARE UNDERGROUND UTILITIES.

ATWELL
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
(480) 218-8833

PRELIMINARY PLAT

PROJECT: PRELIMINARY PLAT
WINDSTONE RANCH
CITY OF SURPRISE, ARIZONA

811
Know what's below. Call before you dig.

REVISIONS:
03/2021 - Revised per 4th review & to include Windstone North drainage

REGISTERED PROFESSIONAL ENGINEER
ENVIRONMENTAL
84583
MICHAEL J. PARK
Jan Parker
ARIZONA

PM. M. PARK
DR. S. STAMAN
JOB NO. 19000032
FILE NO. 19000032-04-PP02
PP02
SHEET NO.
4 OF 4

FS20-596

WINDSTONE RANCH

PRELIMINARY LANDSCAPE SUBMITTAL

SURPRISE, ARIZONA

CONTACT INFO

OWNER
KAX GROUP
10973 N. 138th Way
Scottsdale, Arizona 85259
602.499.9305
Contact: Kent Xander

LANDSCAPE ARCHITECT
RVi PLANNING + LANDSCAPE ARCHITECTURE
120 S. Ash Avenue
Tempe, Arizona 85281
480.994.0994
Contact: Shawn Byron

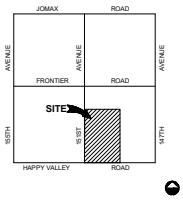
CIVIL ENGINEER
ATWELL
4700 E. Southern Avenue
Mesa, Arizona 85206
480.218.8831
Contact: Mike Park, P.E.

SUBMITTAL HISTORY

1ST SUBMITTAL	09/11/2020
2ND SUBMITTAL	11/24/2020
3RD SUBMITTAL	04/28/2021



VICINITY MAP



SITE DATA

PROJECT SIZE: 59.41 ACRES (2,587,866 sq. ft)
PROPOSED LOTS: 200 total Lots
PROPOSED DENSITY: 3.36 DU/AC
PROPOSED OPEN SPACE: 17.90 ACRES (780,000 sq. ft)
PERCENT OPEN SPACE: 30.1%
PROPOSED TURF AREA: 1.07 ACRES (46,750 sq. ft)
PROPOSED PERCENT TURF: 6%
TURF PEAK SEASON DEMAND (GPM): 21GPM (PEAK DAILY FLOW MONTH OF JUNE)
NON-TURF PEAK SEASON DEMAND (GPM): 68GPM (PEAK DAILY FLOW MONTH OF JUNE)
ANNUAL TOTAL DEMAND (GALLONS): 12,939,581 GALLONS

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EXPIRES 03/31/21

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Aerial Photography Date:

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Tempe, Arizona 85281
Tel: 480.994.0994
www.rviplanning.com

WINDSTONE RANCH • **MASTERPLAN**

SURPRISE, ARIZONA
04/28/2021
20002176
KAX GROUP

EXPIRES 03/31/21

SCALE: 1" = 80'-0"

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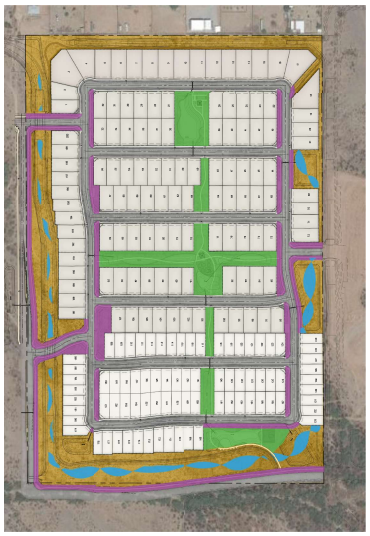
PRELIMINARY PLAT FS20 006



PLANTING AREA LEGEND

- Native Desert Planting
- Hydroseed
- Amenity Planting
- Street Planting

LANDSCAPE MATERIAL SCHEDULE



DESERT TREE PALETTE

ITEM	SIZE
Acacia spp. ACACIA	24" BOX
Chilopsis spp. DESERT WILLOW	24" BOX
Parkinsonia spp. PALO VERDE	24" BOX
Prosopis spp. MESQUITE	24" BOX
Olneya tesota IRONWOOD	24" BOX

DESERT SHRUB PALETTE

ITEM	SIZE
Agave spp. AGAVE	5 GAL.
Aloe spp. ALOE	5 GAL.
Asclepias subulata DESERT MILKWEED	5 GAL.
Bouteloua spp. GRAMA GRASS	5 GAL.
Caesalpinia spp. BIRD OF PARADISE	5 GAL.
Carnegia gigantea SAGUARO	SPEAR
Cordia parvifolia LITTLE LEAF CORDIA	5 GAL.
Dalea spp. DALEA	5 GAL.
Dasylirion spp. DESERT SPOON	5 GAL.
Dodonaea viscosa HOPBUSH	5 GAL.
Encelia farinosa BRITTLEBUSH	1 GAL.
Eremophila spp. EMU BUSH	5 GAL.
Ericameria laricifolia 'Aguirre'™ TURPENTINE BUSH	5 GAL.
Asclepias subulata DESERT MILKWEED	5 GAL.
Euphorbia spp. GOPHER PLANT	5 GAL.
Ferocactus spp. BARREL CACTUS	10' HT.
Fouquieria splendens OCOTILLO	3 GAL.
Hesperaloe spp. RED YUCCA	5 GAL.
Justicia californica CHUPAROSA	5 GAL.
Larrea tridentata CREOSOTE	5 GAL.
Leucophyllum spp. SAGE	5 GAL.
Muhlenbergia spp. MUHLY GRASS	5 GAL.
Nolina spp. BEAR GRASS	5 GAL.
Opuntia spp. PRICKLY PEAR	5 GAL.
Simmondsia chinensis JOJOBA	5 GAL.
Sphaeralcea ambigua GLOBEMALLOW	5 GAL.
Yucca spp. YUCCA	5 GAL.

GROUNDCOVERS

ITEM	SIZE
Acacia spp. ACACIA	1 GAL.
Eremophila spp. EMU BUSH	1 GAL.
Lantana spp. LANTANA	1 GAL.
Verbena spp. VERBENA	1 GAL.



AMENITY TREE PALETTE

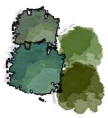
ITEM	SIZE
Acacia spp. ACACIA	24" BOX
Chilopsis spp. DESERT WILLOW	24" BOX
Eucalyptus spp. EUCALYPTUS	24" BOX
Fraxinus spp. ASH	24" BOX
Fraxinus velutina ARIZONIA ASH	24" BOX
Parkinsonia spp. PALO VERDE	24" BOX
Platanus wrightii ARIZONA SYCAMORE	24" BOX
Prosopis spp. MESQUITE	24" BOX

AMENITY SHRUB PALETTE

ITEM	SIZE
Agave spp. AGAVE	5 GAL.
Aloe spp. ALOE	5 GAL.
Callandra spp. FAIRY DUSTER	5 GAL.
Caesalpinia spp. BIRD OF PARADISE	5 GAL.
Cordia parvifolia LITTLE LEAF CORDIA	5 GAL.
Dalea spp. DALEA	5 GAL.
Dodonaea viscosa HOPBUSH	5 GAL.
Eremophila sp. EMU BUSH	5 GAL.
Euphorbia spp. GOPHER PLANT	5 GAL.
Hesperaloe spp. RED YUCCA	3 GAL.
Justicia californica CHUPAROSA	5 GAL.
Larrea tridentata CREOSOTE	5 GAL.
Leucophyllum spp. SAGE	5 GAL.
Muhlenbergia spp. MUHLY GRASS	5 GAL.
Nolina spp. BEAR GRASS	5 GAL.
Simmondsia chinensis JOJOBA	5 GAL.
Vauquelinia californica ARIZONA ROSEWOOD	5 GAL.

GROUNDCOVERS

ITEM	SIZE
Acacia spp. ACACIA	1 GAL.
Eremophila spp. EMU BUSH	1 GAL.
Lantana spp. LANTANA	1 GAL.
Verbena spp. VERBENA	1 GAL.



STREET TREE PALETTE

ITEM	SIZE
Acacia aneura MULGA	24" BOX
Acacia salicina WILLOW ACACIA	24" BOX
Chilopsis linearis DESERT WILLOW	24" BOX
Eucalyptus papuana GHOST GUM	24" BOX

STREET SHRUB PALETTE

ITEM	SIZE
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Callandra spp. FAIRY DUSTER	5 GAL.
Dalea spp. DALEA	5 GAL.
Eremophila sp. EMU BUSH	5 GAL.
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GROUNDCOVERS

ITEM	SIZE
Acacia spp. ACACIA	1 GAL.
Eremophila spp. EMU BUSH	1 GAL.
Lantana spp. LANTANA	1 GAL.

SONORAN DESERT WILDFLOWER MIX

BOTANICAL NAME	COMMON NAME	LBS/AC.	BOTANICAL NAME	COMMON NAME	LBS/AC.
ABRONIA VILLOSA	DESERT SAND VERBENA	0.5	LESQUERELLA GORDONII	GORDON'S BLADDERPOD	0.5
BAILEYA MULTRADIATA	DESERT MARIGOLD	1.0	LUPINUS SUCCULENTUS	ARROYO LUPINE	2.0
CASSIA COVESII	DESERT SENNA	1.0	PENSTEMON EATONII	FIRECRACKER PENSTEMON	0.5
ENCELIA FARINOSA	BRITTLEBUSH	0.5	PENSTEMON PARRYI	PARRY'S PENSTEMON	0.5
ERICAMERIA LARICIFOLIA	TURPENTINE BUSH	0.5	PERITYLE EMORYI	EMORY'S ROCKDAISY	0.5
ESCHOLTZIA MEXICANA	MEXICAN POPPY	1.0	PHACELIA CAMPANULARIA	DESERT BLUEBELL	0.5
GAILLARDIA SP.	BLANKET FLOWER	1.0	SPHAERALCEA AMBIGUA	GLOBEMALLOW	1.0

NOTE:
SEED MIX SHALL BE PURE LIVE SEED. HYDRO MULCH SHALL BE GRADE A FIBER (NO PAPER) CONSISTING OF A SPECIALLY PREPARED VIRGIN WOOD FIBER PROCESSED TO CONTAIN NO GROWTH OR GERMINATION INHIBITING FACTORS. FURTHER, THE MULCH SHALL BE MANUFACTURED AND PROCESSED SO THE WOOD CELLULOSE FIBERS WILL REMAIN IN UNIFORM SUSPENSION IN WATER UNDER AGITATION AND WILL BLEND WITH SEED, 16-20-0 FERTILIZER (250 LBS./AC.), TACKIFIER (60 LBS./AC.), AND OTHER ADDITIVES TO FORM A HOMOGENOUS SLURRY. THE PROPOSED MULCH MATERIAL SHALL HAVE CHARACTERISTICS TO FORM A BLOTTER-LIKE GROUND COVER UPON APPLICATION, WITH MOISTURE AND PERCOLATION PROPERTIES AND THE ABILITY TO COVER AND HOLD SEED IN CONTACT WITH THE SOIL. HYDRO MULCH SHALL BE APPLIED AT 1,500 LBS./AC.

HYDROSEED SHRUB MIX SCHEDULE

BOTANICAL NAME	COMMON NAME	LBS/AC.	BOTANICAL NAME	COMMON NAME	LBS/AC.
ACACIA CONSTRICTA	**WHITETHORN ACACIA**	**1.5**	**LARREA TRIDENTATA**	**CREOSOTE**	**4.0**
ACACIA GREGGII	**CATCLAW ACACIA**	**3.0**	**LUPINUS SPARSIFLORUS**	**DESERT LUPINE**	**2.0**
AMBROSIA DELTOIDEA	**BURSAGE**	**4.0**	**LYCIUM EXSERTUM**	**THORNBUSH**	**0.25**
ARISTIDA PURPUREA	**PURPLE THREE-AWN**	**1.0**	**PARKINSONIA FLORIDUM**	**BLUE PALO VERDE**	**3.0**
ATRIPLEX CANESCENS	**FOURWING SALTBUSH**	**1.0**	**PARKINSONIA MICROPHYLLUM**	**FOOTHILL PALO VERDE**	**3.0**
BAILEYA MULTRADIATA	**DESERT MARIGOLD**	**1.0**	**OLNEYA TESOTA**	**IRONWOOD**	**2.0**
BOUTELOUA ARISTIDOIDES	**DROPSEED/ GRAMA GRASS**	**1.0**	**PENSTEMON PARRYI**	**PARRY'S PENSTEMON**	**0.5**
CASSIA COVESII	**DESERT SENNA**	**1.0**	**PHACELIA CAMPANULARIA**	**DESERT BLUEBELL**	**0.5**
ENCELIA FARINOSA	**BRITTLEBUSH**	**0.5**	**PROSOPIS VELUTINA**	**VELVET MESQUITE**	**1.0**
ERICAMERIA LARICIFOLIA	**TURPENTINE BUSH**	**0.5**	**PLANTAGO INSULARIS**	**INDIAN WHEAT**	**5.0**
ERIOGONUM FASCICULATUM	**FLAT-TOP BUCKWHEAT**	**0.5**	**SPHAERALCEA AMBIGUA**	**GLOBEMALLOW**	**1.0**
ESCHOLTZIA MEXICANA	**MEXICAN POPPY**	**1.0**	**VIGUIERA DELTOIDEA**	**GOLDENEYE**	**0.25**

NOTE:
SEED MIX SHALL BE PURE LIVE SEED. HYDRO MULCH SHALL BE GRADE A FIBER (NO PAPER) CONSISTING OF A SPECIALLY PREPARED VIRGIN WOOD FIBER PROCESSED TO CONTAIN NO GROWTH OR GERMINATION INHIBITING FACTORS. FURTHER, THE MULCH SHALL BE MANUFACTURED AND PROCESSED SO THE WOOD CELLULOSE FIBERS WILL REMAIN IN UNIFORM SUSPENSION IN WATER UNDER AGITATION AND WILL BLEND WITH SEED, 16-20-0 FERTILIZER (250 LBS./AC.), TACKIFIER (60 LBS./AC.), AND OTHER ADDITIVES TO FORM A HOMOGENOUS SLURRY. THE PROPOSED MULCH MATERIAL SHALL HAVE CHARACTERISTICS TO FORM A BLOTTER-LIKE GROUND COVER UPON APPLICATION, WITH MOISTURE AND PERCOLATION PROPERTIES AND THE ABILITY TO COVER AND HOLD SEED IN CONTACT WITH THE SOIL. HYDRO MULCH SHALL BE APPLIED AT 1,500 LBS./AC.

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WINDSTONE RANCH • **PLANT PALETTE**

SURPRISE, ARIZONA
04/28/2021
20002176
KAX GROUP

EXPIRES 03/31/21

0 60' 120' 240'
SCALE: 1" = 120'-0"

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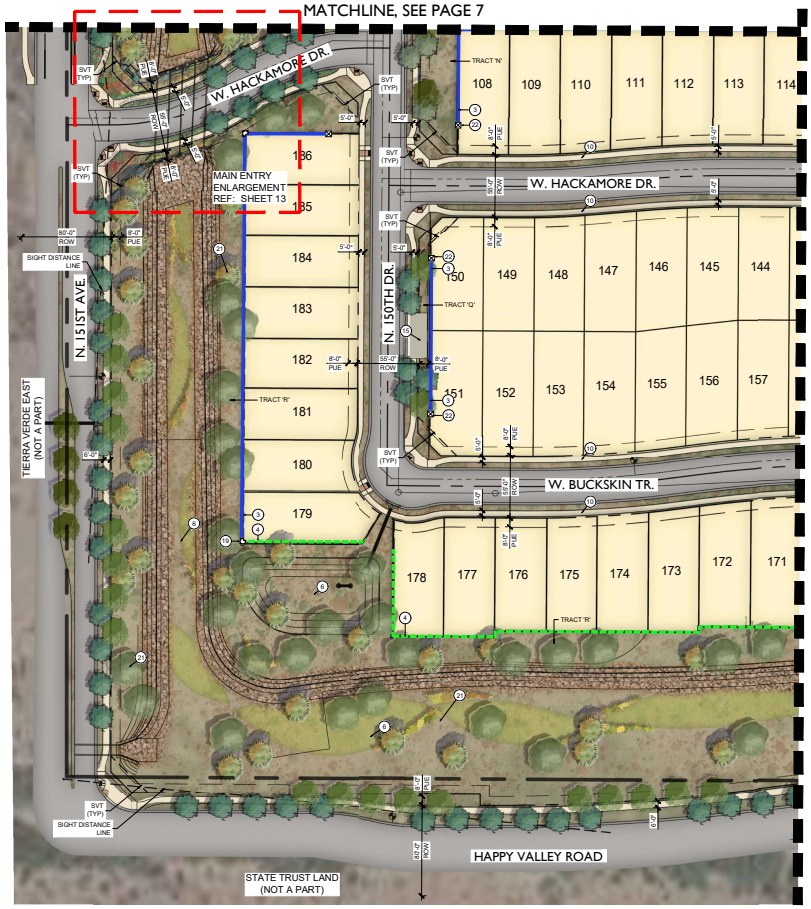
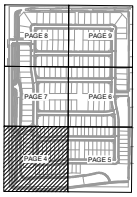
PRELIMINARY PLAT REVISIONS



LANDSCAPE NOTES

1. SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND COLLECTORS WILL ADHERE TO SURPRISE DETAIL 4-01. SIGHT VISIBILITY WITH THE UNOBSTRUCTED VIEW EASEMENT AREA AND IN FRONT OF STOP SIGNS MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND 4-02.
2. TREES, SHRUBS AND OTHER LANDSCAPING ARE PERMITTED WITHIN THE SIGHT VISIBILITY TRIANGLE PROVIDED LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ARE KEPT BELOW 30 INCHES OR ABOVE 84 INCHES, PER SURPRISE EDS DETAIL 4-01.
3. DEEP ROOT BARRIERS SHALL BE INSTALLED FOR ALL TREES BETWEEN THE SIDEWALK AND CURB AND FOLLOW CITY OF SURPRISE DETAIL EDS 8-14.
4. TREE PLANTING ALONG HAPPY VALLEY ROAD AND 151ST AVE SHALL MATCH AND BE CONSISTENT WITH THE TREES AT TIERRA VERDE EAST. HAPPY VALLEY ROAD SHALL BE DESERT WILLOW AS THE STREET TREE AND A DESERT TREE PALETTE BEHIND THE PUE. 151ST AVE SHALL HAVE A STREET TREE OF MULGA.
5. OPEN SPACE LIGHTING AND ELECTRICAL SHALL BE PROVIDED AT FINAL PLAT AND BE CONSISTENT WITH ALL CITY OF SURPRISE CODES AND ORDINANCES.
6. DOG WASTE STATIONS WILL BE PROVIDED ADJACENT TO TURF AREAS THROUGHOUT THE PROJECT AT THE TIME OF FINAL PLAT.
7. FINAL RETAINING WALL LOCATIONS SHALL BE PROVIDED AT FINAL PLAT AND SHALL MEET ALL CITY OF SURPRISE CODES AND ORDINANCES. HEIGHTS OF RETAINING WALLS SHALL NOT EXCEED 20'T IN HEIGHT.

KEY MAP



PLANT PALETTE



DESERT TREE PALETTE

ITEM	SIZE
Acacia spp. ACACIA	24" BOX
Chilopsis spp. DESERT WILLOW	24" BOX
Parkinsonia spp. PALO VERDE	24" BOX
Prosopis spp. MESQUITE	24" BOX
Olneya tesota IRONWOOD	24" BOX



AMENITY TREE PALETTE

ITEM	SIZE
Acacia spp. ACACIA	24" BOX
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Eucalyptus spp. EUCALYPTUS	24" BOX
Fraxinus spp. ASH	24" BOX
Fraxinus velutina ARIZONA ASH	24" BOX
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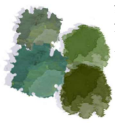

STREET TREE PALETTE

ITEM	SIZE
Acacia aneura MULGA	24" BOX
Acacia salicina WILLOW ACACIA	24" BOX
Chilopsis linearis DESERT WILLOW	24" BOX
Eucalyptus papuana GHOST GUM	24" BOX

LANDSCAPE KEYNOTES

1. PRIMARY ENTRY MONUMENT
2. PLAYGROUND
3. THEME WALL
4. PARTIAL VIEW WALL
5. PAINTED CMU BLOCK WALL
6. DETENTION AREA
7. 8' CONCRETE REGIONAL TRAIL
8. OPEN TURF
9. RAMADA, TYP
10. 6' CONCRETE SIDEWALK
11. SEATWALL
12. CORNHOLE
13. TABLE
14. BASKETBALL COURT
15. MAILBOX KIOSK
16. ADA RAMP
17. TRASH CAN
18. GRILLS
19. SECONDARY CORNER COLUMN
20. TRAIL CONNECTION
21. NATURAL DESERT PLANTING
22. DECORATIVE COLUMN
23. BRIDGE RAIL
24. 6FT STABILIZED DECOMPOSED GRANITE TRAIL WITH POST APPLIED STABILIZER

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WINDSTONE RANCH • **LANDSCAPE PLAN**

- SURPRISE, ARIZONA
- 04/28/2021
- 20002176
- KAX GROUP

EXPIRES 03/31/21

SCALE: 1" = 40'-0"

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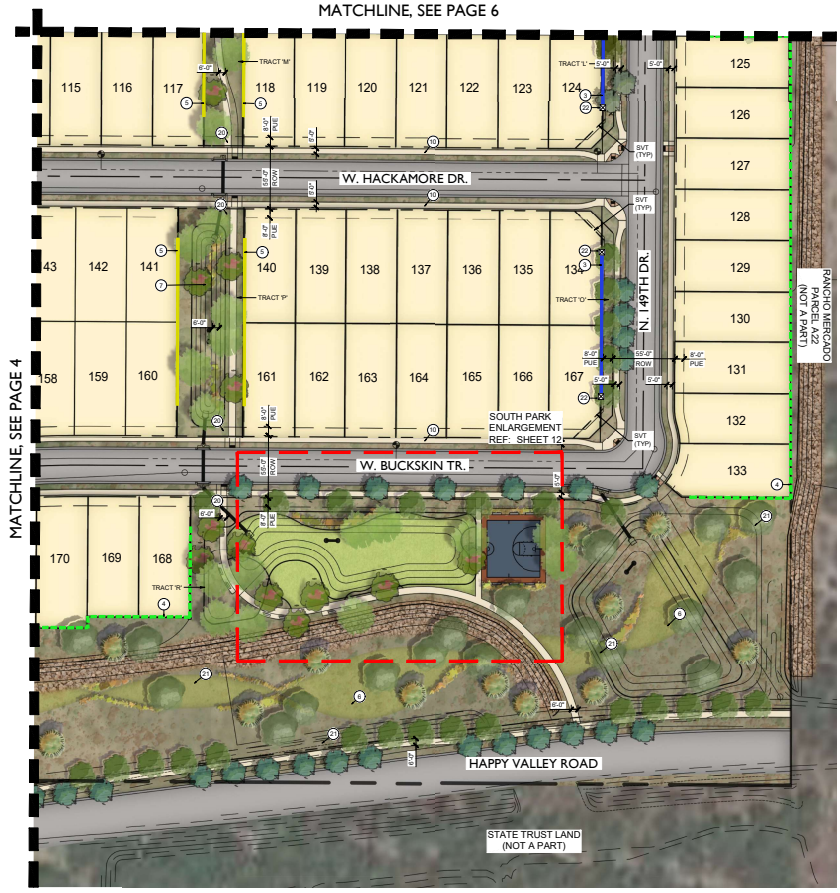
PRELIMINARY PLAT REVISIONS



LANDSCAPE NOTES

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4. TREE PLANTING ALONG HAPPY VALLEY ROAD AND 151ST AVE SHALL MATCH AND BE CONSISTENT WITH THE TREES AT TIERRA VERDE EAST. HAPPY VALLEY ROAD SHALL BE DESERT WILLOW AS THE STREET TREE AND A DESERT TREE PALETTE BEHIND THE PUE. 151ST AVE SHALL HAVE A STREET TREE OF MULGA.
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PLANT PALETTE



DESERT TREE PALETTE

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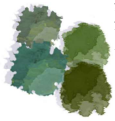

STREET TREE PALETTE

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LANDSCAPE KEYNOTES

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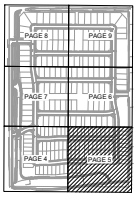
KEY MAP



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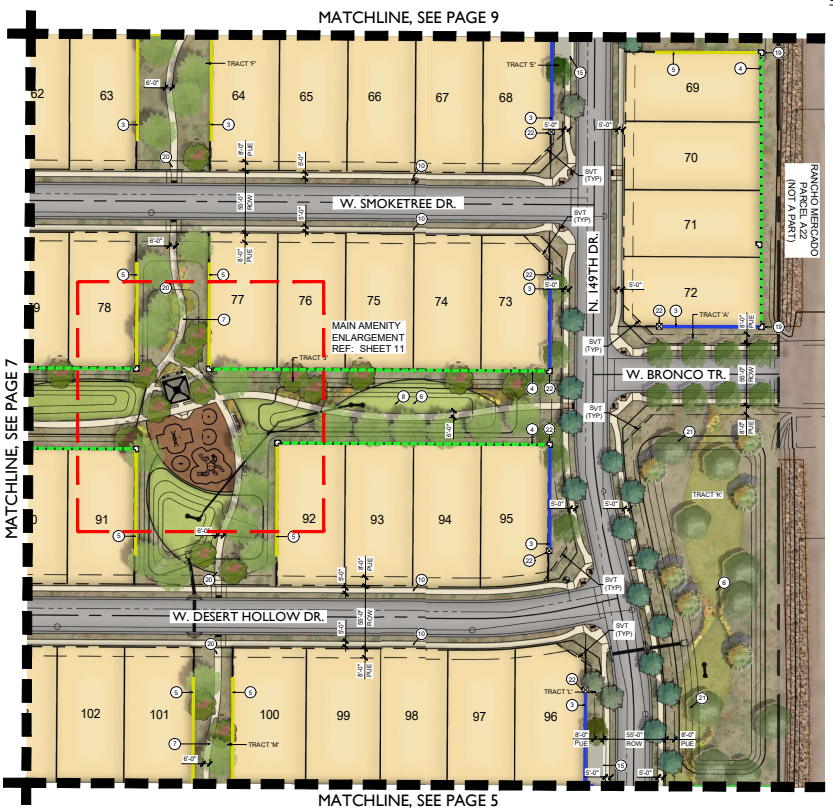

LANDSCAPE NOTES

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PLANT PALETTE



DESERT TREE PALETTE

ITEM	SIZE
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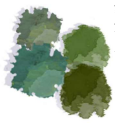
Parkinsonia spp. PALO VERDE	24" BOX
Prosopis spp. MESQUITE	24" BOX
Olneya tesota IRONWOOD	24" BOX



AMENITY TREE PALETTE

ITEM	SIZE
Acacia spp. ACACIA	24" BOX
Chilopsis spp. DESERT WILLOW	24" BOX
Eucalyptus spp. EUCALYPTUS	24" BOX
Fraxinus spp. ASH	24" BOX
Fraxinus velutina ARIZONA ASH	24" BOX
Parkinsonia spp. PALO VERDE	24" BOX
Platanus wrightii ARIZONA SYCAMORE	24" BOX
Prosopis spp. MESQUITE	24" BOX



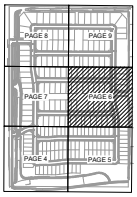
STREET TREE PALETTE

ITEM	SIZE
Acacia aneura MULGA	24" BOX
Acacia salicina WILLOW ACACIA	24" BOX
Chilopsis linearis DESERT WILLOW	24" BOX
Eucalyptus papuana GHOST GUM	24" BOX

LANDSCAPE KEYNOTES

1. PRIMARY ENTRY MONUMENT
2. PLAYGROUND
3. THEME WALL
4. PARTIAL VIEW WALL
5. PAINTED CMU BLOCK WALL
6. DETENTION AREA
7. 8' CONCRETE REGIONAL TRAIL
8. OPEN TURF
9. RAMADA, TYP
10. 6' CONCRETE SIDEWALK
11. SEATWALL
12. CORNHOLE
13. TABLE
14. BASKETBALL COURT
15. MAILBOX KIOSK
16. ADA RAMP
17. TRASH CAN
18. GRILLS
19. SECONDARY CORNER COLUMN
20. TRAIL CONNECTION
21. NATURAL DESERT PLANTING
22. DECORATIVE COLUMN
23. BRIDGE RAIL
24. 6FT STABILIZED DECOMPOSED GRANITE TRAIL WITH POST APPLIED STABILIZER

KEY MAP



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WINDSTONE RANCH • **LANDSCAPE PLAN**

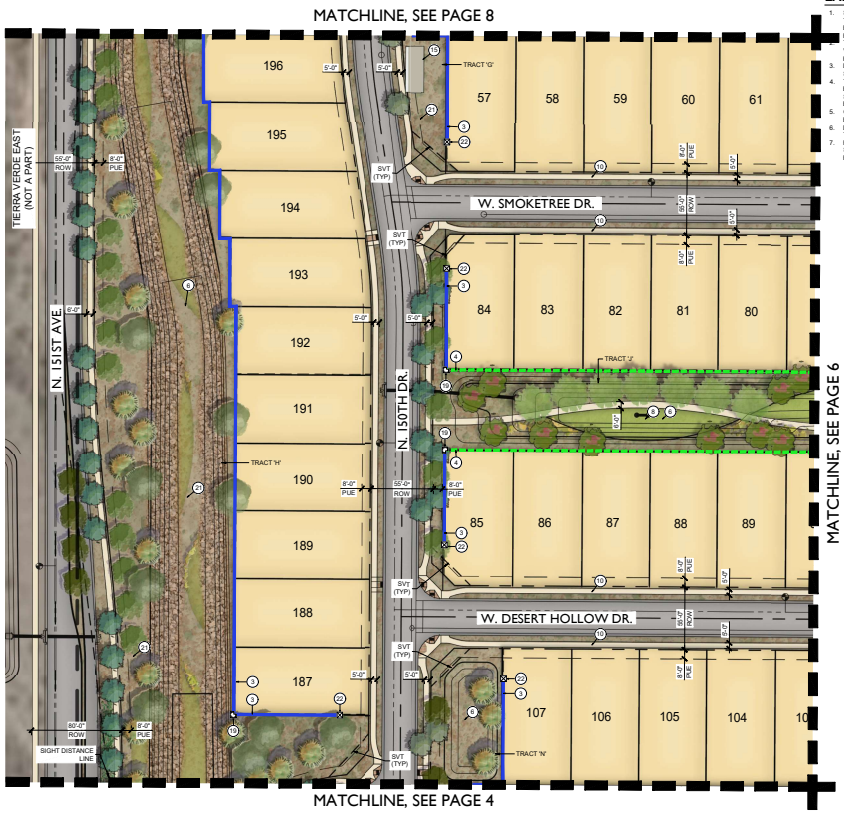
- SURPRISE, ARIZONA
- 04/28/2021
- 20002176
- KAX GROUP

EXPIRES 03/31/21

SCALE: 1" = 40'-0"

For illustrative purposes only. Subject to change without notice.

PRELIMINARY PLAT FEB 2021



LANDSCAPE NOTES

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3. DEEP ROOT BARRIERS SHALL BE INSTALLED FOR ALL TREES BETWEEN THE SIDEWALK AND CURB AND FOLLOW CITY OF SURPRISE DETAIL EDS 8-14.
4. TREE PLANTING ALONG HAPPY VALLEY ROAD AND 151ST AVE SHALL MATCH AND BE CONSISTENT WITH THE TREES AT TIERRA VERDE EAST. HAPPY VALLEY ROAD SHALL BE DESERT WILLOW AS THE STREET TREE AND A DESERT TREE PALETTE BEHIND THE PUE. 151ST AVE SHALL HAVE A STREET TREE OF MULGA.
5. OPEN SPACE LIGHTING AND ELECTRICAL SHALL BE PROVIDED AT FINAL PLAT AND BE CONSISTENT WITH ALL CITY OF SURPRISE CODES AND ORDINANCES.
6. DOG WASTE STATIONS WILL BE PROVIDED ADJACENT TO TURF AREAS THROUGHOUT THE PROJECT AT THE TIME OF FINAL PLAT.
7. FINAL RETAINING WALL LOCATIONS SHALL BE PROVIDED AT FINAL PLAT AND SHALL MEET ALL CITY OF SURPRISE CODES AND ORDINANCES. HEIGHTS OF RETAINING WALLS SHALL NOT EXCEED 25' IN HEIGHT.

PLANT PALETTE



DESERT TREE PALETTE

ITEM	SIZE
Acacia spp. ACACIA	24" BOX
Chilopsis spp. DESERT WILLOW	24" BOX
Parkinsonia spp. PALO VERDE	24" BOX
Prosopis spp. MESQUITE	24" BOX
Olneya tesota IRONWOOD	24" BOX



AMENITY TREE PALETTE

ITEM	SIZE
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Eucalyptus spp. EUCALYPTUS	24" BOX
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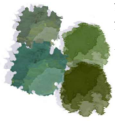
Parkinsonia spp. PALO VERDE	24" BOX
Platanus wrightii ARIZONA SYCAMORE	24" BOX
Prosopis spp. MESQUITE	24" BOX



STREET TREE PALETTE

ITEM	SIZE
Acacia aneura MULGA	24" BOX
Acacia salicina WILLOW ACACIA	24" BOX
Chilopsis linearis DESERT WILLOW	24" BOX
Eucalyptus papuana GHOST GUM	24" BOX

LANDSCAPE KEYNOTES

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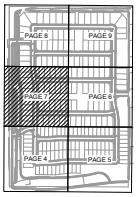
KEY MAP



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WINDSTONE RANCH • **LANDSCAPE PLAN**

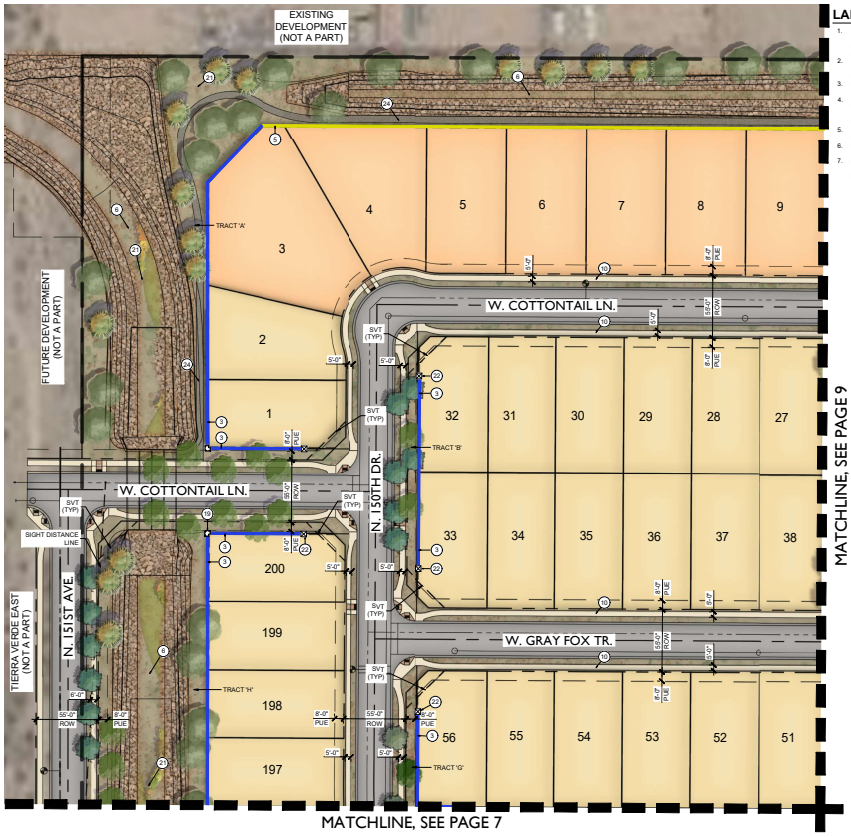
- SURPRISE, ARIZONA
- 04/28/2021
- 20002176
- KAX GROUP

EXPIRES 03/31/21

0 20' 40' 80'
SCALE: 1" = 40'-0"

For illustrative purposes only. Subject to change without notice.

PRELIMINARY PLAT FEB 2021



LANDSCAPE NOTES

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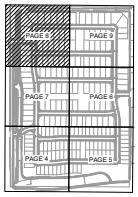
KEY MAP



PLANT PALETTE



DESERT TREE PALETTE

ITEM	SIZE
Acacia spp. ACACIA	24" BOX
Chilopsis spp. DESERT WILLOW	24" BOX
Parkinsonia spp. PALO VERDE	24" BOX
Prosopis spp. MESQUITE	24" BOX
Olneya tesota IRONWOOD	24" BOX



AMENITY TREE PALETTE

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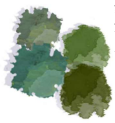

STREET TREE PALETTE

ITEM	SIZE
Acacia aneura MULGA	24" BOX
Acacia salicina WILLOW ACACIA	24" BOX
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WINDSTONE RANCH • **LANDSCAPE PLAN**

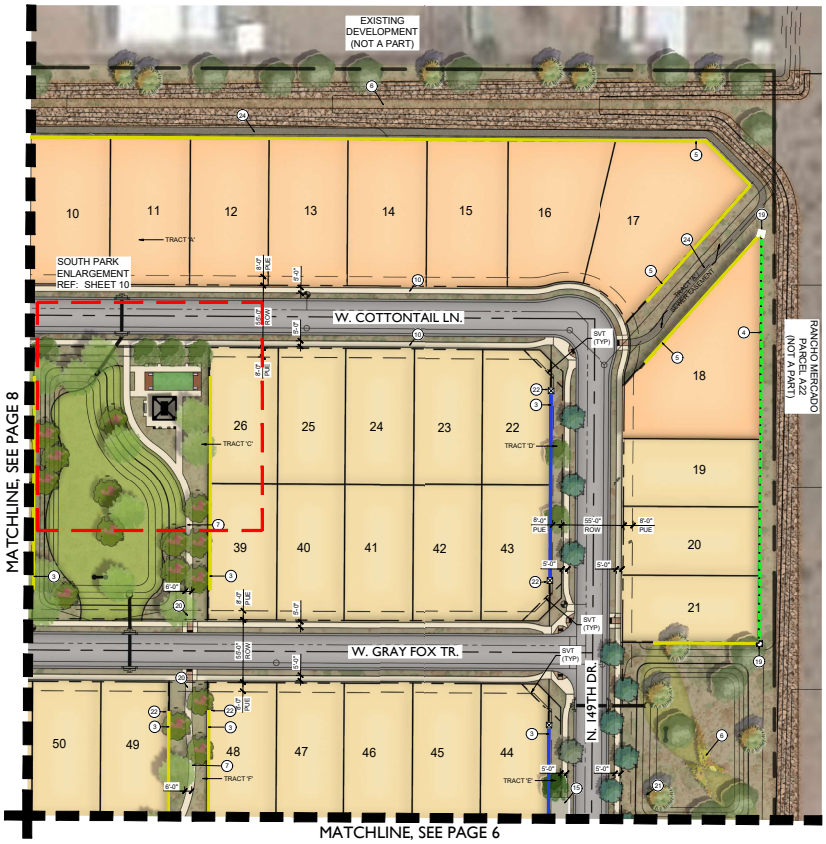
SURPRISE, ARIZONA
04/28/2021
20002176
KAX GROUP

EXPIRES 03/31/21

0 20' 40' 80'
SCALE: 1" = 40'-0"

For illustrative purposes only. Subject to change without notice.

PRELIMINARY PLAT REVIEW



LANDSCAPE NOTES

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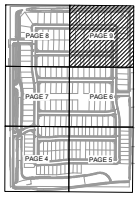
KEY MAP



PLANT PALETTE



DESERT TREE PALETTE

ITEM	SIZE
Acacia spp. ACACIA	24" BOX
Chilopsis spp. DESERT WILLOW	24" BOX
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AMENITY TREE PALETTE

ITEM	SIZE
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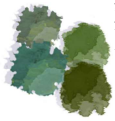

STREET TREE PALETTE

ITEM	SIZE
Acacia aneura MULGA	24" BOX
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LANDSCAPE KEYNOTES

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WINDSTONE RANCH • **LANDSCAPE PLAN**

SURPRISE, ARIZONA
04/28/2021
20002176
KAX GROUP

EXPIRES 03/31/21

SCALE: 1" = 40'-0"

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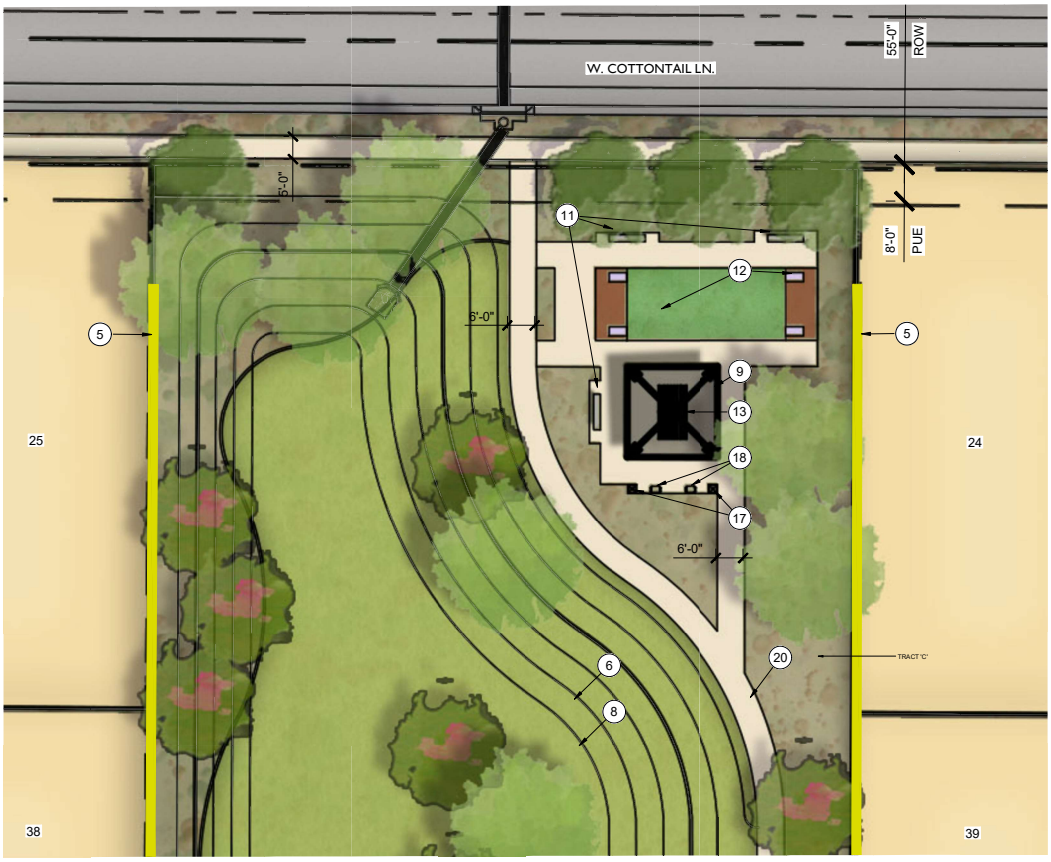
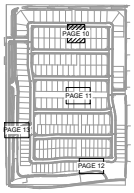
PRELIMINARY PLAT REVIEW



KEY MAP



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WINDSTONE RANCH • **NORTH PARK ENLARGEMENT**

SURPRISE, ARIZONA
04/28/2021
20002176
KAX GROUP

EXPIRES 03/31/21

0 5' 10' 20'
SCALE: 1" = 10'-0"

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PRELIMINARY PLAT FS 20.006



LANDSCAPE KEYNOTES

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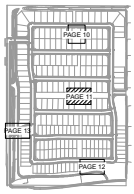
KEY MAP







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WINDSTONE RANCH • **MAIN AMENITY ENLARGEMENT**

SURPRISE, ARIZONA
04/28/2021
20002176
KAX GROUP

EXPIRES 03/31/21

SCALE: 1" = 10'-0"

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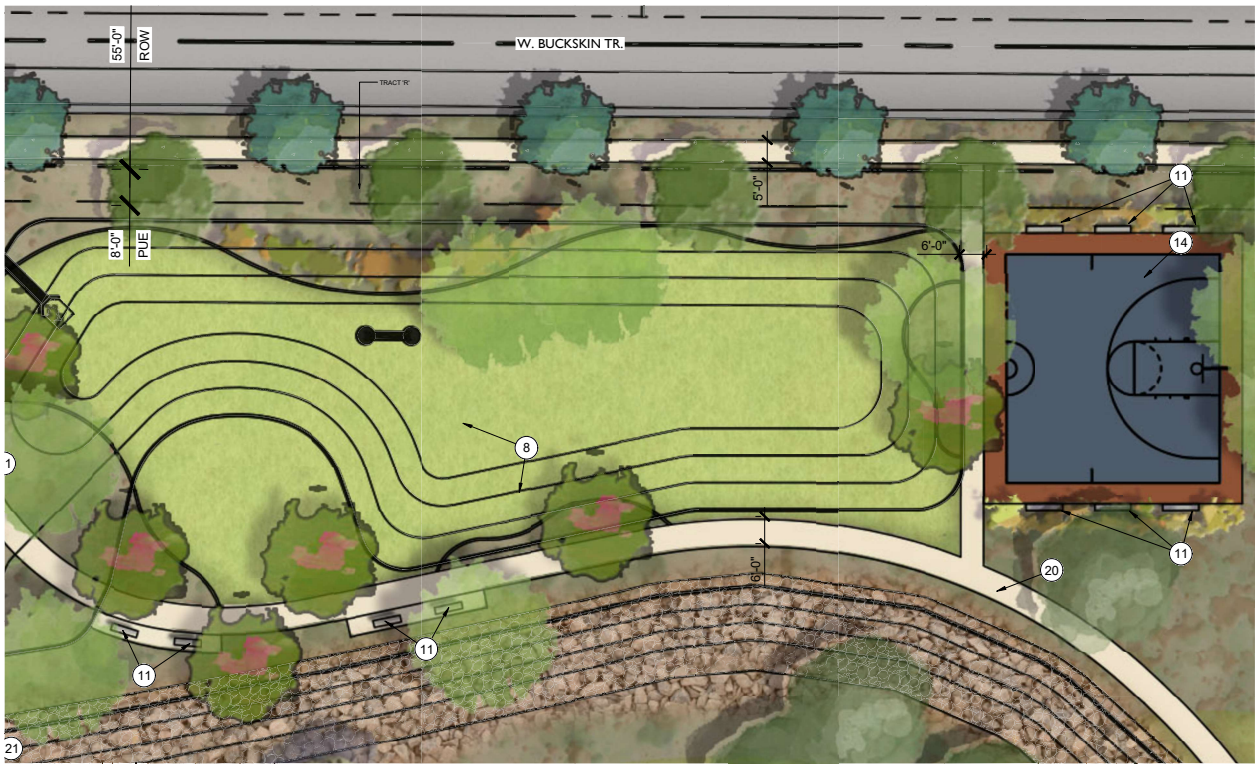
PRELIMINARY PLAT FS20.006



LANDSCAPE KEYNOTES

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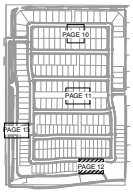
KEY MAP





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WINDSTONE RANCH • **SOUTH PARK ENLARGEMENT**

- SURPRISE, ARIZONA
- 04/28/2021
- 20002176
- KAX GROUP

EXPIRES 03/31/21

0 5' 10' 20'
SCALE: 1" = 10'-0"

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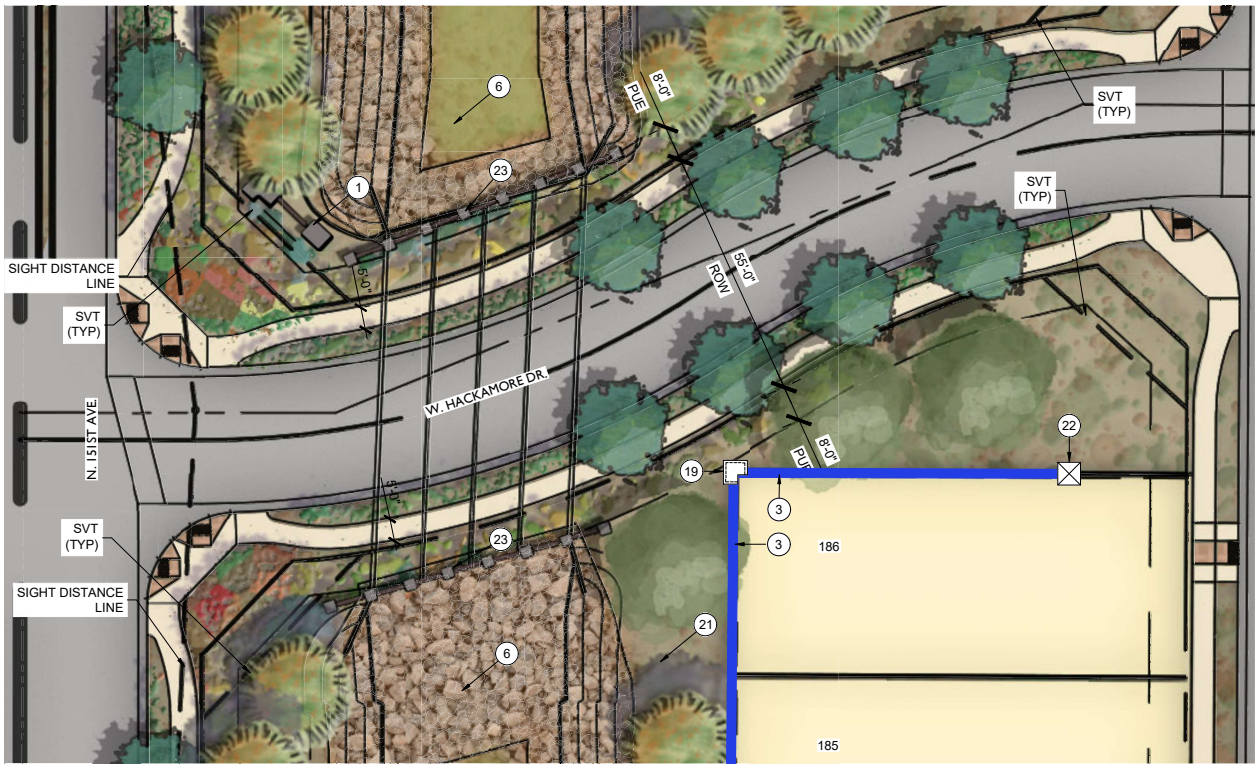
PRELIMINARY PLAT PLSU.dwg



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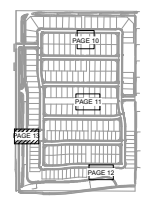
24. 6FT STABILIZED DECOMPOSED GRANITE TRAIL WITH POST APPLIED STABILIZER

KEY MAP



L:\20002176\Windstone Ranch\6-20002176-LANDSCAPE\2-DOCS\4-FIGTS\01-TIS\DO-LANDSCAPE ENLARGEMENTS.dwg

Copyright RVi

Aerial Photography Date:

RVi
120 S. Ash Avenue
Tempe, Arizona 85281
Tel: 480.584.0594
www.rviplanning.com

WINDSTONE RANCH • **MAIN ENTRY ENLARGEMENT**

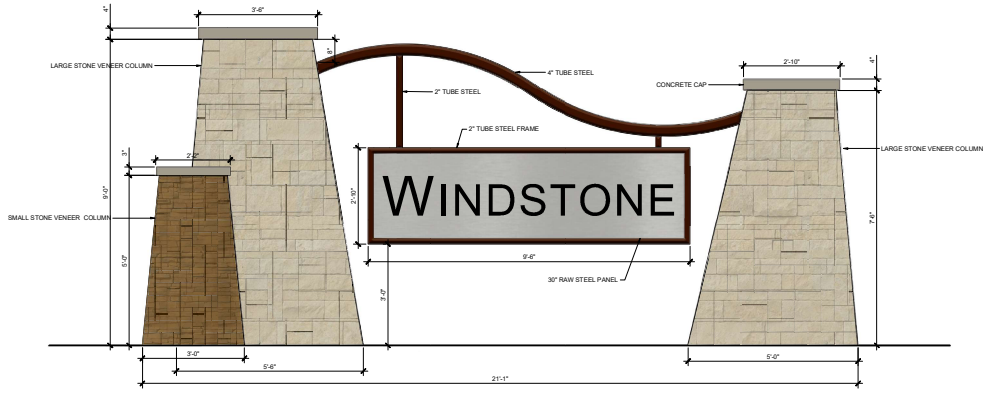
SURPRISE, ARIZONA
04/28/2021
20002176
KAX GROUP

EXPIRES 03/31/21

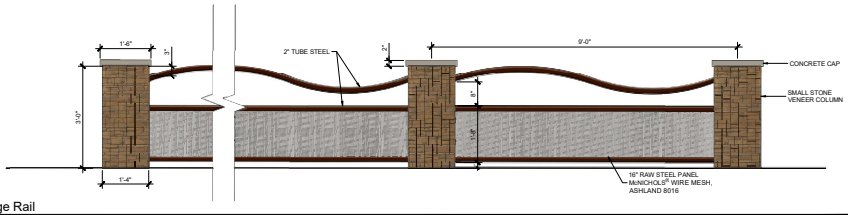
SCALE: 1" = 10'-0"

For illustrative purposes only. Subject to change without notice.

PRELIMINARY PLAT FS 20.056



1 Entryway Monument
SCALE: 3/4" = 1'-0"



2 Bridge Rail
SCALE: 3/4" = 1'-0"

Copyright RVi

Aerial Photography Date:

RVi
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Tempe, Arizona 85281
Tel: 480.994.0994
www.rviplanning.com

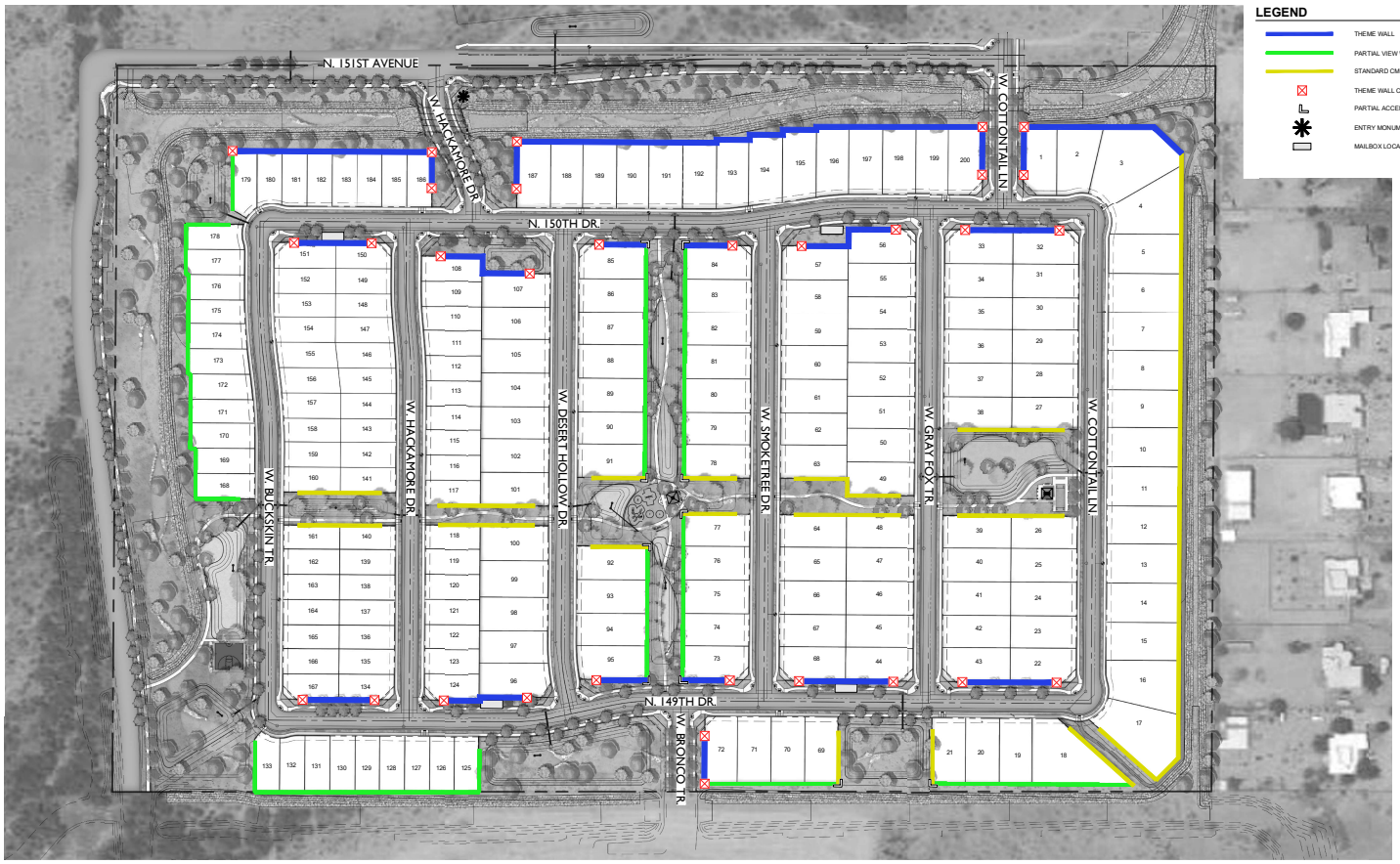
WINDSTONE RANCH • **DETAIL ELEVATIONS**

SURPRISE, ARIZONA
04/28/2021
20000770
KAX GROUP

EXPIRES 03/31/21

For illustrative purposes only. Subject to change without notice.

PRELIMINARY PLAT PZSD-006



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RVi
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Tempe, Arizona 85281
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WINDSTONE RANCH • **WALL PLAN**

SURPRISE, ARIZONA
04/28/2021
20000770
KAX GROUP

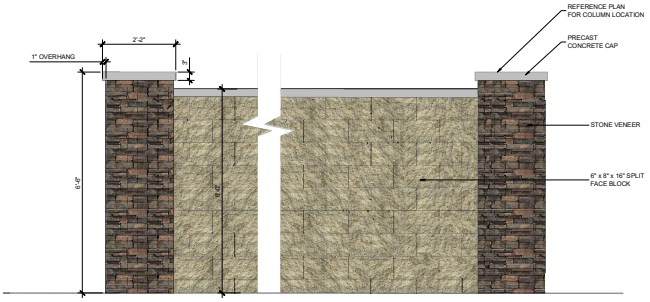
EXPIRES 03/31/21

SCALE: 1" = 80'-0"

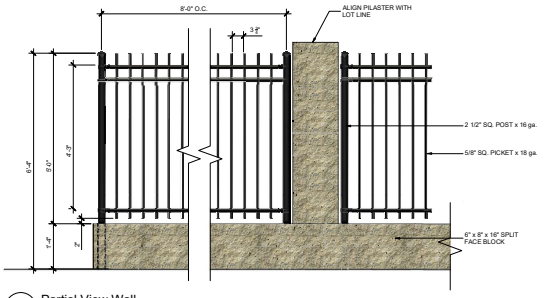
For illustrative purposes only. Subject to change without notice.

PRELIMINARY PLAT FS20 006

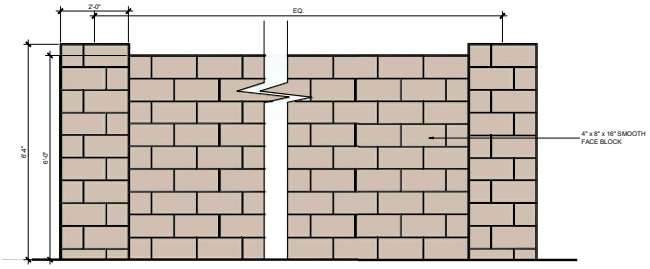
PAGE 15 of 17



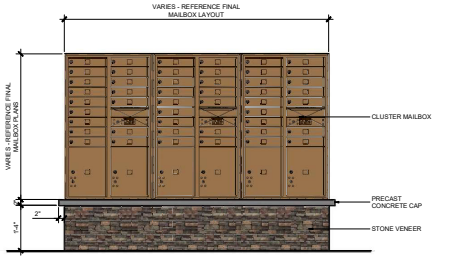
1 Theme Wall
SCALE: 3/4" = 1'-0"



2 Partial View Wall
SCALE: 3/4" = 1'-0"



3 PAINTED DOOLEY WALL
SCALE: 3/4" = 1'-0"



4 Mailbox
SCALE: 3/4" = 1'-0"

Copyright RVi

Aerial Photography Date:

RVi
120 S. Ash Avenue
Tempe, Arizona 85281
Tel: 480.994.0994
www.rviplanning.com

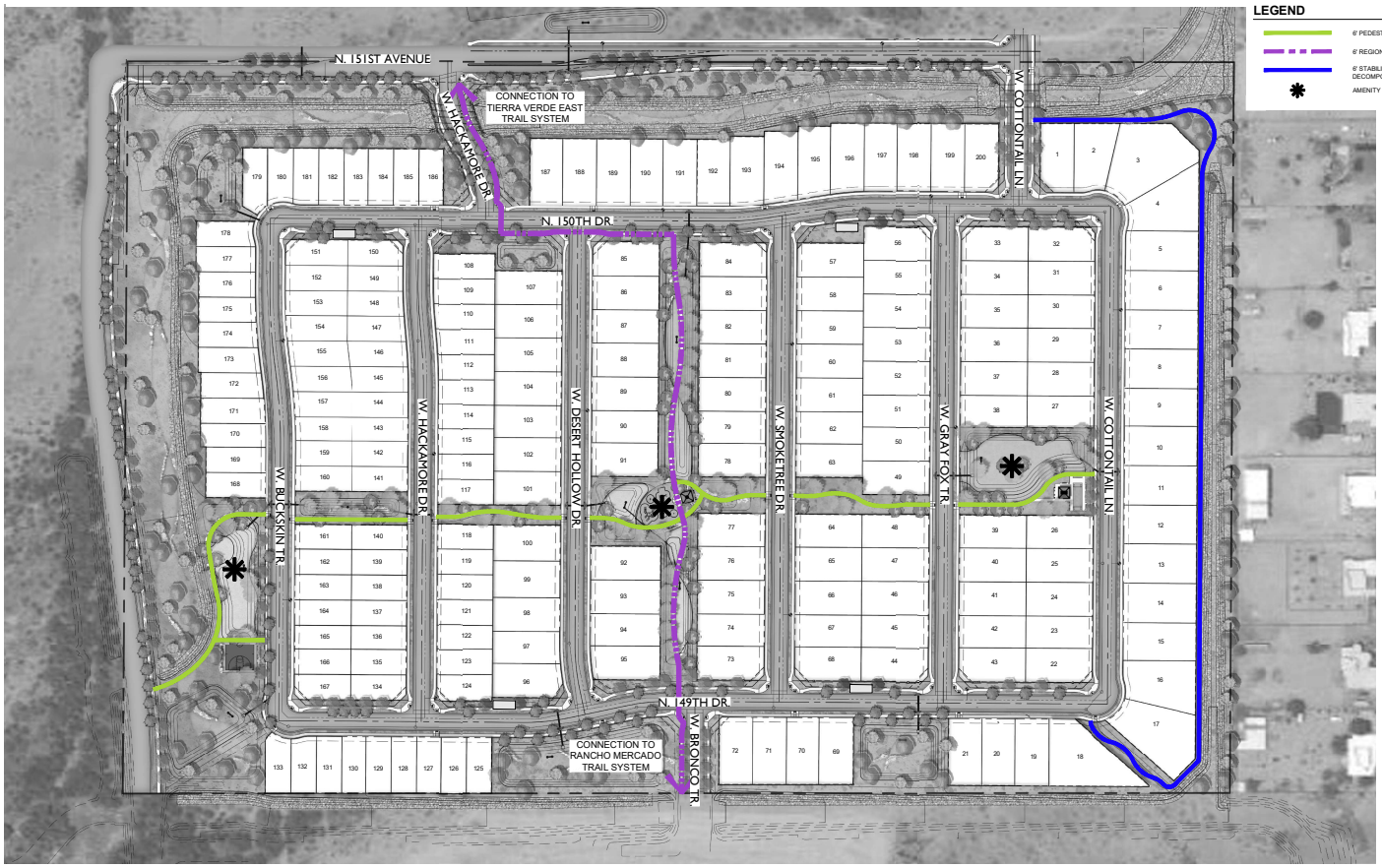
WINDSTONE RANCH • **DETAIL ELEVATIONS**

SURPRISE, ARIZONA
04/28/2021
20000770
KAX GROUP

EXPIRES 03/31/21

For illustrative purposes only. Subject to change without notice.

PRELIMINARY PLAT FEB 21-006



Copyright RVi

Aerial Photography Date:

RVi
120 S. Ash Avenue
Tempe, Arizona 85281
Tel: 480.994.0994
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WINDSTONE RANCH • **TRAIL SYSTEM**

SURPRISE, ARIZONA
04/28/2021
20000770
KAX GROUP

EXPIRES 03/31/21

0 40' 80' 160'
SCALE: 1" = 80'-0"

For illustrative purposes only. Subject to change without notice.

PRELIMINARY PLAT FS20 006

PAGE 17 of 17

SURPRISE
ARIZONA

FS20-596
Windstone Ranch Preliminary Plat

City Council

August 17, 2021

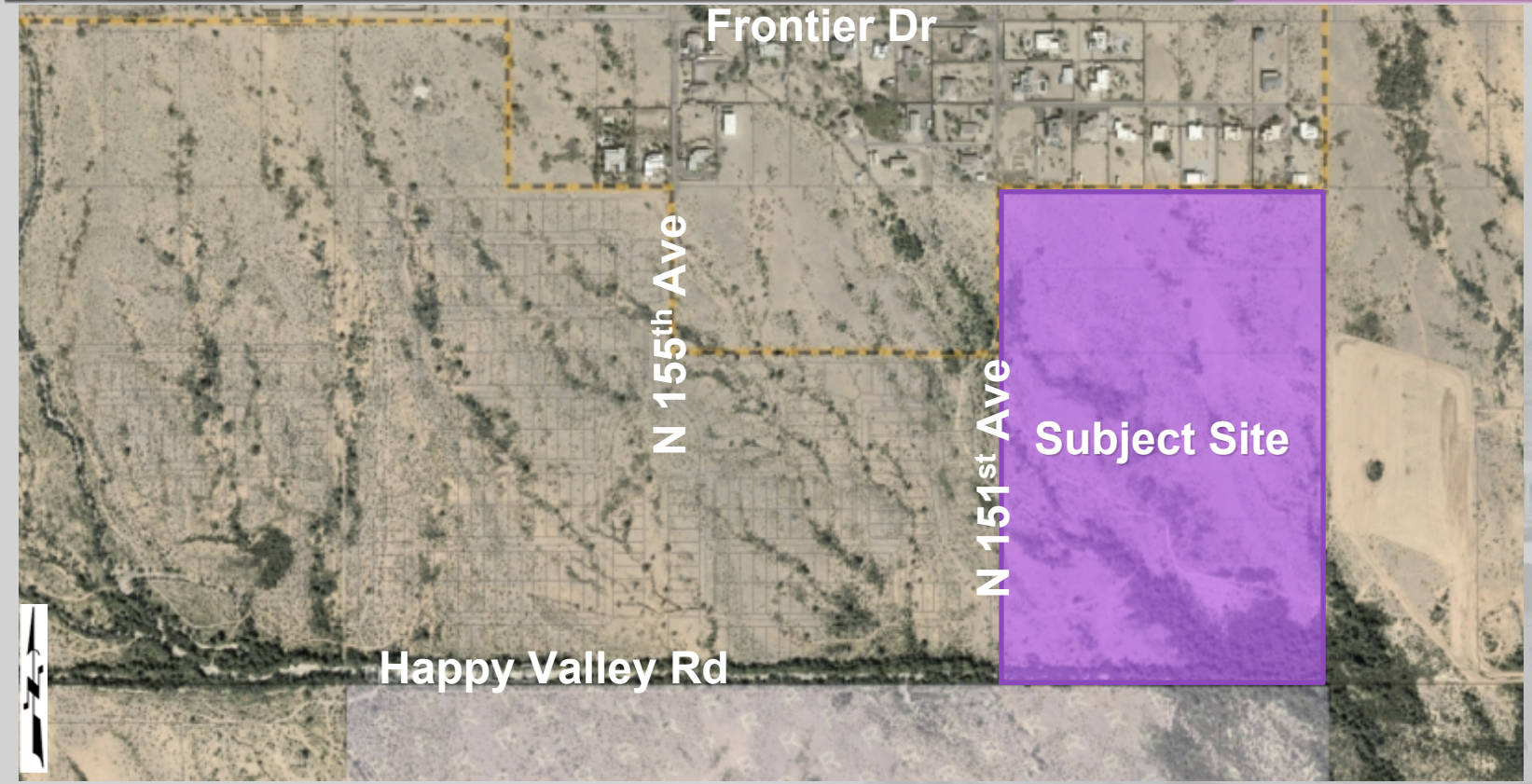
VICINITY MAP

FS20-596
Windstone Ranch PP



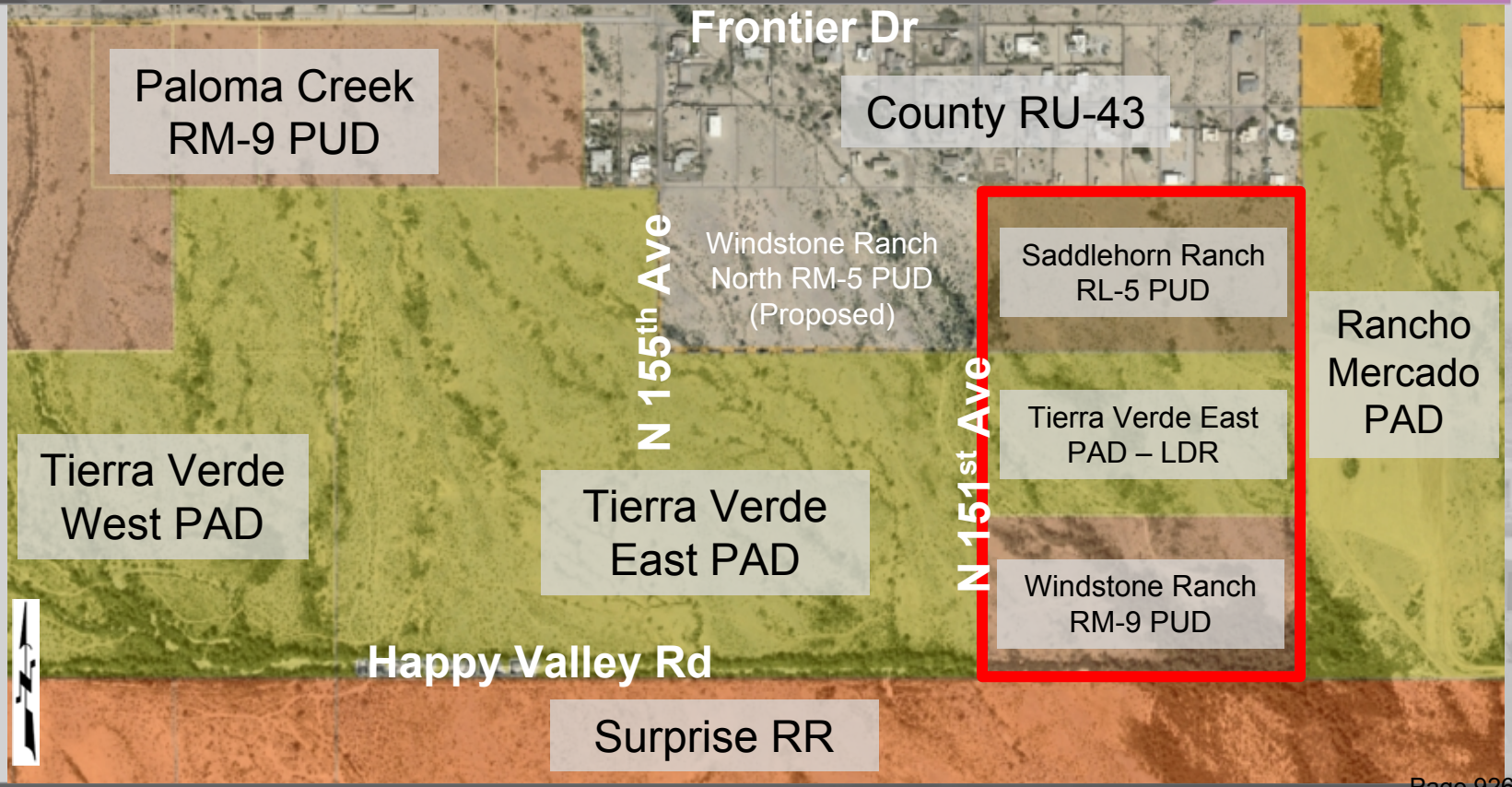
CASE MAP

FS20-596
Windstone Ranch PP



ZONING MAP

FS20-596
Windstone Ranch PP



PRELIMINARY PLAT



RESIDENTIAL PARCEL DATA

ZONING	LOTS	PAD LAND USE	LOT SIZES	GROSS ACRES	NO. LOTS	NET DU/AC	% OPEN SPACE
RL-5	1-56, 197-200	LMDR	70'x130' & 60'x120'	19.91 AC	60	3.01	25.6%
TVE PAD	57-107, 187-196	LMDR	60'x120'	19.90 AC	61	3.07	27.0%
RM-9	108-186	MDR	45'x100'	19.92 AC	79	4.09	35.3%
TOTAL				59.73 AC *	200	3.38	29.2%

* GROSS AREA LESS ARTERIAL ROW

503-54-005C	9.95 ACRES
503-54-005D	9.96 ACRES
503-54-013B	9.96 ACRES
503-54-013D	9.96 ACRES
503-54-013C	19.90 ACRES
GROSS AREA	59.73 ACRES
N 151ST AVENUE ROW	1.16 ACRES
HAPPY VALLEY ROW	0.59 ACRES
INTERIOR ROAD ROW	11.04 ACRES
TRACT AREA	17.29 ACRES
LOT AREA	29.65 ACRES
TOTAL AREA	59.73 ACRES

LOTS AND ACCESS



- A: 45’ x 100’ = 79 lots
- B: 60’ x 120’ = 107 lots
- D: 70’ x 130’ = 14 lots
- Primary interior street
- Entrances access
  - 3 entrances
  - 151st Ave (from Happy Valley)
  - East to Rancho Mercado (future)

OPEN SPACE

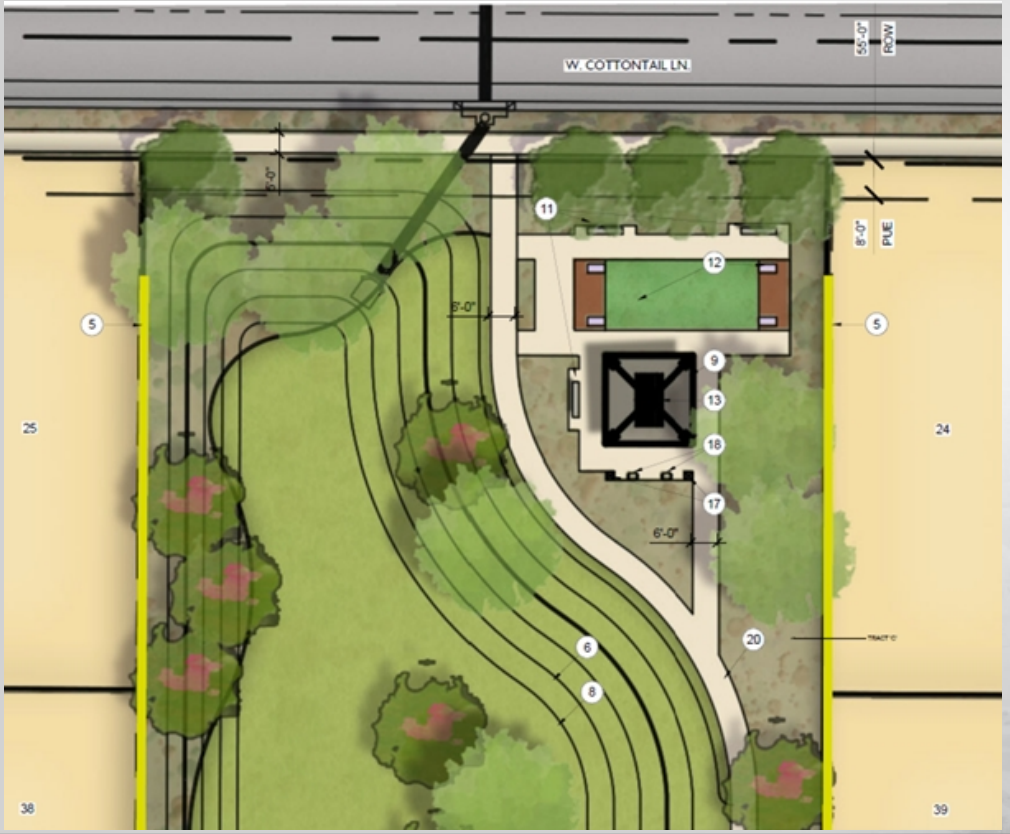


Total Open Space=17.29 Ac

Active Open Space
- 8.49 Ac (49%)
- 3 Community Amenities
- Pedestrian Paths

Passive Open Space
- 8.8 Ac (51%)
- Drainage
- Storm Water Retention

AMENITIES



Turf & Retention
Sport Courts
- Cornhole

Seat walls
Ramada with:
- Grills
- Table

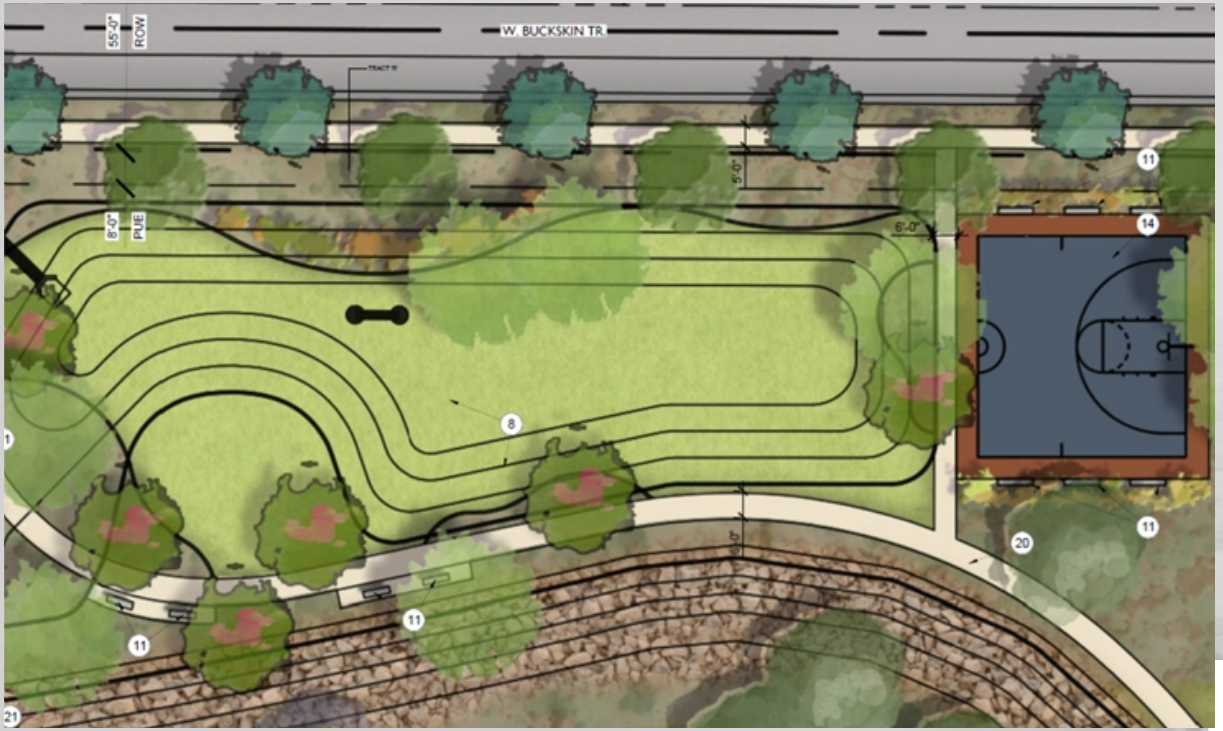
AMENITIES



Turf & Retention
Playground
- Tot Lot and Swings

Seat walls
Ramada with:
- Grills
- Table

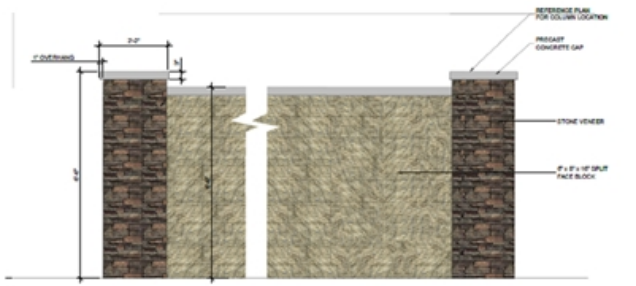
AMENITIES



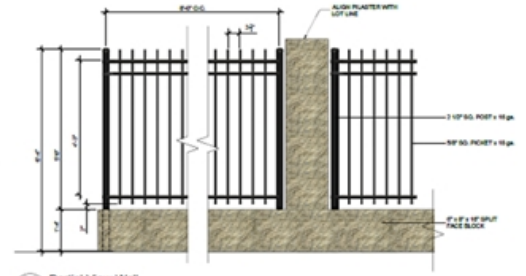
Turf & Retention
Sport Courts
- Basketball Court

Seat walls

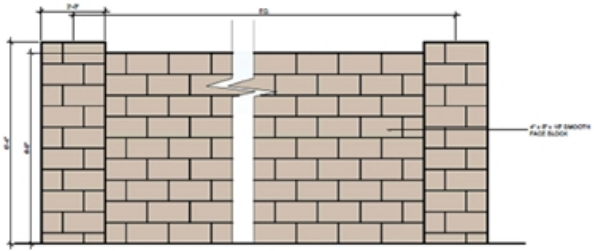
WALL PLAN



1 Theme Wall



2 Partial View Wall



3 PAINTED DOOLEY WALL



4 Mailbox

WALL PLAN


LEGEND
THEME WALL
PARTIAL VIEW WALL
STANDARD CMU BLOCK WALL
THEME WALL COLUMN
PARTIAL ACCENT COLUMN
ENTRY MONUMENT
MAILBOX LOCATION
N. 151ST AVENUE
N. 150TH DR
N. 149TH DR
W. HACIENDA DR
W. DESERT MOON DR
W. SONTERRA
W. GUAYACAN TR
W. COTTONTAIL LN
W. KACHINA TR

RECOMMENDATION

P&Z Hearing: July 15, 2021
The P&Z Commission recommended approval of the subject Preliminary Plat subject to stipulations ‘a’ through ‘d’ as outlined in the Staff Report.

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

Stipulations

a. Development and use of the site shall be consistent with the Preliminary Plat entitled “Preliminary Plat for Windstone Ranch”, prepared by ATWELL Group and stamped received May 12, 2021.

b. Landscaping of the site shall be consistent with the Preliminary Landscape Plan entitled “Windstone Ranch”, prepared by RVi and stamped received May 12, 2020.

c. Prior to the City recording a final plat or approving a site plan or building permit within the property, the applicant shall provide the City with a Notice of Payment from William Lyon Homes, Inc., that the Happy Valley West (“HVW”) Buy-in Fee, the Happy Valley East (“HVE“) Buy-in Fee, the Sewer Buy-in Fee, and the Water Buy-in Fee, as applicable, all as described in the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement), as amended, have been paid.

d. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 17, 2021
Submitting Department: Human Resources
Staff Recommendations: None

Contact Person:
District: Internal

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

Agenda Wording:
Consideration and action to recess into executive session to discuss and consider end of year personnel evaluations and Fiscal Year 2022 goals for the City Manager, City Clerk, and City Attorney pursuant to A.R.S. 38--431.03 (A)(1).

Motion:
I move to recess into executive session for the purpose noticed.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS: