



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, September 7, 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

Proclamation for Childhood Cancer Awareness Month

E. City Manager Report

F. City Clerk Report

- | | | |
|----|--|--|
| 1. | Consideration and action to approve appointment of Alan Meyer and Brenda Kiner to fill two vacancies on the City Audit Committee (Both with a Term Expiration of 06/30/2022) and Jared Holland to fill one vacancy on the Planning & Zoning Commission (Term Expiration 06/30/2024). | None

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

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 August 17, 2021 Regular City Council Work Session, Regular City Council Meeting and Executive Session. | None

Sherry Aguilar
City Clerk |
| 3. | District 6 | Consideration and action pertaining to the conditional acceptance and maintenance of certain public utility improvements at W Ranch, generally located at W. Waddell Road and N. 143rd Lane; Resolution # 2021-105. | None

Mike Gent
Public Works |
| 4. | District 1 | Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado N. 147th Avenue and Happy Valley Road Phase 1, generally located at N. 147th Avenue and Happy Valley Road; Resolution # 2021-100. | None

Mike Gent
Public Works |
| 5. | District 1 | Consideration and action declaring the city's intent to establish a lighting improvement district entitled, "City of Surprise, Arizona, SU-147AveNHapVal194" for the purpose of purchasing facilities and energy for lighting the public streets and parks pursuant to A.R.S. § 48-616; Resolution # 2021-120. | None

Mike Gent
Public Works |

6.	Internal	Consideration and action pertaining to approval of a Fiscal Year 2022 budget amendment moving budget authority in the amount of \$15,000 within the Municipal Art Fund from Contingency to project R12090 for the Surprise Aquatic Center Mural Expansion Project; Resolution # 2021-121.	None Danielle Osborne Human Svcs and Comm Vitality
7.	District 1	Consideration and action pertaining to approval of the First Amendment to the Intergovernmental Agreement with Maricopa County Community College District for water technology education at the Surprise-Gateway Training Center; Resolution #2021-133.	None Michael Boule Water Resource Management
8.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Asante Well Site No. 1" and dated October 1, 2020, an approximately 0.478 acre property generally located south of Jomax Road and east of the 171st Avenue alignment. (Case FS20-412)	None Sergio Angulo Community Development
9.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Rancho Mercado Parcel A22" and dated June 3, 2021, an approximately 39.695 acre property generally located north of Happy Valley Road and west of 147th Avenue in the Rancho Mercado PAD. (Case FS20-644)	None Sergio Angulo Community Development
10.	District 6	Consideration and action pertaining to approval of the Final Plat entitled, "Kenly Farms II" and dated August 11, 2021, an approximately 16 acre property generally located west of Litchfield Road between Peoria Avenue and Cactus Road. (Case FS20-074)	None Trevor Fleetham Community Development
11.	District 3	Consideration and action pertaining to approval of the Final Re-Plat entitled, "Toll at Prasada, Unit Q - Phase 2" and dated July 7, 2021, an approximately 13.158 acre property generally located west of Cotton Lane, between Peoria Avenue and Cactus Road. (Case FS21-186)	None Trevor Fleetham Community Development
12.	Internal	Consideration and action pertaining to acceptance of a grant in the amount of \$1,522.00 from the Office of the Attorney General Victims' Rights Program to support and offset the costs associated with the Victim Assistance program mandated under victims' rights laws; Resolution # 2021-123.	Robert Wingo Legal
13.	Internal	Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) between the City of Surprise and the City of Phoenix for fire service trainings; Resolution # 2021-132.	None Brenden Espie Fire - Medical
15.	Internal	Consideration and action pertaining to approval of an amendment to the Employment Agreement with City Attorney.	None Donna Meuse Human Resources

14.	District 6	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Marley Park Square, generally located at N. Litchfield Road and W. Waddell Road; Resolution # 2021-134.	None Mike Gent Public Works
16.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Asante 4.5 – Parcel 2, generally located at W. Saguaro Park Lane and N. 165th Avenue; Resolution # 2021-128.	None Mike Gent Public Works
17.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Asante 4.5 – Parcel 1, generally located at N. 166th Drive and W. Audrey Lane; Resolution # 2021-127.	None Mike Gent Public Works
18.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Parcel A16, generally located at W. Yearling Road and N. 142nd Avenue A16; Resolution # 2021-130.	None Mike Gent Public Works
19.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Parcel A18W, generally located at W. Happy Valley Road and N. Rancho Mercado Parkway; Resolution # 2021-131.	None Mike Gent Public Works
20.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Parcel A19, generally located at W. Happy Valley Road and N. 142nd Avenue; Resolution # 2021-129.	None Mike Gent Public Works
21.	District 3	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Zanjero Trails Phase 2 Parcel 11A, generally located at N. 189th Avenue and W. Laurel Lane; Resolution # 2021-124.	None Mike Gent Public Works
22.	District 3	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Zanjero Trails Phase 2 Parcel 11B, generally located at W. Sierra Street and N. 189th Avenue; Resolution # 2021-125.	None Mike Gent Public Works
23.	District 3	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Zanjero Trails Phase 2 Parcel 11C, generally located at N. 189th Avenue and W. Cholla Street; Resolution # 2021-126.	None Mike Gent Public Works

REGULAR AGENDA ITEM - PUBLIC HEARING:

- | | | | |
|-----|------------|---|---|
| 24. | District 1 | Presentation and discussion pertaining to the proposed annexation of Windstone Ranch North. (Case FS21-209) | None

Sergio Angulo
Community
Development |
|-----|------------|---|---|

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|-----|------------|--|---|
| 25. | Citywide | Consideration and action pertaining to approval of a Fiscal Year 2022 annual agreement between the City of Surprise and the Greater Phoenix Economic Council (GPEC) for participation and support of regional economic development programs in the amount of \$69,286. | None

Jeanine Jerkovic
Economic
Development |
| 26. | District 3 | Consideration and action pertaining to the approval of the Preliminary Plat entitled, "Unit H – Phase 3 – Toll at Prasada", an approximately 13.587 acre property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue. (Case FS21-080) | None

Trevor Fleetham
Community
Development |
| 27. | Internal | Presentation and discussion pertaining to an update of the City's Drought Preparedness Plan. | None

Michael Boule
Water Resource
Management |

I. Other Business and Future Agenda Items

J. City Council Reports

K. Executive Session

- | | | | |
|-----|----------|--|--|
| 28. | Internal | 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). | None

Robert Wingo
City Clerk |
|-----|----------|--|--|

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: September 2, 2021 at 1:15 PM

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



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 7, 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: September 7, 2021
Submitting Department: Mayor and Council
Staff Recommendations: None

Contact Person:
District: Citywide

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

Agenda Wording:

Proclamation for Childhood Cancer Awareness Month

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 7, 2021
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Internal

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

Agenda Wording:

Consideration and action to approve appointment of Alan Meyer and Brenda Kiner to fill two vacancies on the City Audit Committee (Both with a Term Expiration of 06/30/2022) and Jared Holland to fill one vacancy on the Planning & Zoning Commission (Term Expiration 06/30/2024).

Motion:

I move to approve appointment of Alan Meyer and Brenda Kiner to fill two vacancies on the City Audit Committee (Both with a Term Expiration of 06/30/2022) and Jared Holland to fill one vacancy on the Planning & Zoning Commission (Term Expiration 06/30/2024).

Background:

Objective Analysis:

Policy Compliant:

This process follows the section of the City Code relating to Boards and Commission Vacancy Process.

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. meyer_Redacted
 2. kiner_Redacted
 3. holland app_Redacted
-



City of Surprise

APPOINTMENT APPLICATION FOR ALL
SURPRISE COMMISSIONS

(Per City Code, All applicants must reside in the City of Surprise)

Name: ALAN MEYER

E: Mail Address: [REDACTED]

Year(s) you have resided in the City of Surprise? : 7

Board/Commission(s) you are applying for?

CITY AUDIT COMMITTEE

Education: BS COMMERCE, MAJOR ACCOUNTING, RIDER UNIVERSITY
40 HOURS OF CONTINUING EDUCATION FOR PAST 50+ YEARS

EMPLOYMENT BACKGROUND:

Present Employer/Position: PART TIME PARTNER WITHUM SMITH + BROWN
NEW JERSEY CERTIFIED PUBLIC ACCOUNTANT (LICENSE # 5476) SINCE 1970.

Previous Employer(s)/Position (Last 5 Years): SAME AS PRESENT. WITHUM
IS 25TH (APPROXIMATE) LARGEST CPA FIRM IN U.S.

(Continued on Reverse Side)

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

BOARD MEMBER, VICE PRESIDENT, SUN CITY GRAND 4/19-3/21. SUN CITY
GRAND FINANCIAL ADVISORY COMMITTEE 2011-2019.

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

NO

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

I BELIEVE I CAN HELP. I HAVE BEEN AN ACTIVE VOLUNTEER
ALL OF MY ADULT LIFE. I AM PAST PRESIDENT OF THE UNITED WAY
OF OCEAN COUNTY, NEW JERSEY. I AM A PAUL HARRIS FELLOW
FROM ROTARY INTERNATIONAL.

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

Alan E Meyer

Applicant's Signature

Please return to:

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

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



City of Surprise

APPOINTMENT APPLICATION FOR ALL
SURPRISE COMMISSIONS

(Per City Code, All applicants must reside in the City of Surprise)

Name BRENDA KENNER

Address 14874 Surprise Ave 85374

Phone (Home) Cell

E-Mail Address

Year(s) you have resided in the City of Surprise? 1 year

Board/Commission(s) you are applying for?

Veterans, Disability & Human Services @ Park & Recreation, Advisory City Model Committee

Education: BA - ASU (Tempe, AZ)

EMPLOYMENT BACKGROUND:

Present Employer/Position: Molina Healthcare, Director

Enrollment, Eligibility & Data Management

Previous Employer(s)/Position (Last 5 Years): Versant Health
Head of MBA/Provider Experience 12/2019 - 10/2020

Centene Corporation, Sr Director Ops 5/14/18 - 5/15/19

(Continued on Reverse Side)

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

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

NO

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

I want to be an active mbr of the community of Surprise. I have 15 years of strategic & tactical planning, leadership, customer service & oversight experience.

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

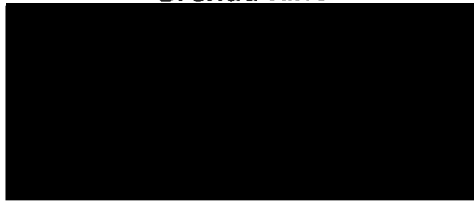

Applicant's Signature

Please return to:

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

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

Brenda Kiner



Executive Summary

Sagacious healthcare leader specializing in Optimizing Customer Experience, Product Development, Claims Payment Integrity, Commercial, Medicare and Medicaid Regulatory Compliance, Enterprise (SRE and AIOps) Risk Remediation, Program Audit Readiness, Change Management, and SMART Continuous Process Improvement.

Professional Experience

12/2019 – Current

Versant Health (Davis and Superior Vision)

Head of Vendor Member/Provider Experience (Medicare/Commercial/Medicaid - Contact Center) and Vendor Implementation

- ***Interim SVP, Contact Center Operations - Member/Provider Experience***
- ***Sr. Director, Call Center Operations***
- Executed Versant strategic operating plan to ensure long term growth and success while managing the programs within the prescribed budget.
- Oversaw all aspects of member and provider touch operations and downstream areas including Shared Services, Workforce Management, Provider and Member Call Center Operations, Vendor Contract Implementation, and Client Data Management.
- Hosted strategic and tactical planning sessions with vendors and payer groups to ensure key performance metrics and compliance standards aligned with Medicare, Medicaid, and Group contract requirements.
- Implemented governance process and oversight to align project timelines, contract deliverables, system enhancements, and business initiatives to organizational vision, mission and change management efforts.
- Monitored and evaluated performance related to service goals and objectives, analyze performance variances, performed process improvement audits, developed, and managed Corrective Action Plans to achieve optimal results.
- Forecasted and planned task volumes to ensure necessary staffing levels to support call volume demands and P&L align financially.

Accomplishments:

- Reduced OT Expense by 91% Q1 - Q3
- Onboarded Call Center vendors, repurposing 40% of legacy FTEs and improving shared budget actuals by 33%

- Reduced IT Implementation EDP ASA by 98% from 5 hours to 60 seconds
- Improved overall AHT by 96% aligning with Call Center metrics
- Decreased Abandon Rate from 81% to 2% in Q1
- Resolved 46 Corrective Action Plans by creating a Contact Center Compliance and Governance Committee

03/2016 – 05/2019

Centene Corporation

Sr Director Operations – Medicare, Medicaid, Marketplace and CA MediCal

- Regional Director Medicare Operations

- Accountable for state, federal and health plan compliance for AZ, CA, ID, IL, MI, MD, NV, NY, OH, OR, SC, TX, UT and WA.
- Manage oversight of Quality/Audit Readiness, Process Improvement, Cost Containment, Member Transition Coordination, Claims Payment Integrity, Legal Research, Health Plan Compliance, Provider Retention, Enrollment Operations.
- Responsible for ensuring the Profit & Loss (P&L) overall success and full execution of the MMP Demonstration with contract revenue and profit expectations.
- Oversaw Provider Engagement Operations spanning Provider Education/Onboarding, Call Center Ops, Data Configuration, Dispute Resolution, and Credentialing.
- Led multiple E2E successful implementations of enterprise application enhancements. Created Implementation Roadmap in partnership with DevOps, Provider Configuration, Internal Audit, and California Medi-Cal Regulatory Compliance SME (s).
- Collaborated with Networking Teams to analyze, negotiate, and implement new contracts for assigned providers, hospitals,
- and delegated vendors.
- Initiated targeted activities to improve Healthcare Effectiveness Data and Information utilizing DMAIC, SMART and 6 Sigma strategies to improve Access to Care, Member Experience and Patient Outcomes: while reducing Inpatient Admissions/Re-admissions for Key Accounts.
- Implemented the Western Region Claims Steering Committee to reduce Payment Integrity Risks with HP Claims Leadership Teams.

02/2017 – 07/2017

Cenpatco BHC/AZ (Centene Corporation)

Interim – Vice President Operations

- Director Operations – Enrollment, Membership, Payment Integrity, Claims and Encounters

- Led Health Plan support services including: Claims, Enrollment, NCC, PDM/PDQ, Enterprise Configuration, Quality, Regulatory Compliance, Payment Integrity and Reimbursement Policy.
- Oversaw the execution of the standard operating model for Care Management for Medicare, Medicaid, Marketplace and T/RBHA.

- Partnered with Medicaid and Medicare Growth/Product Development Teams to ensure program requirements were met from RFP submission through plan implementation.
- Directed the development and implementation of quality initiatives to continuously improve all aspects of health care deliverables.
- Implemented governance process and oversight to align Behavioral Health Care (BHC) project timelines, contract deliverables, system enhancements, and business initiatives to align with corporate vision, mission and change management efforts.
- Tracked and monitored BHC performance by assessing changes in utilization, pricing, and healthcare outcomes to optimize the effectiveness and performance of network operations.

Leadership Awards:

- STL/IAW - Influencer of the Year Honoree (2018 & 2019)
- CIC – AZ/Champion 4 Change Leader (2016)
- CIC - Leadership Program Honoree (2017)
- CIC - Leadership Engagement Champion (2017 & 2018)

09/2014 – 12/2015

CVS Caremark

Manager, DSNP Compliance and Quality

- Managed Enterprise Audit Readiness Teams that evaluated operational performance and effectiveness in meeting the expectations of our clients, members, and internal customers.
- Responsible for implementing and auditing regulatory changes to ensure operational compliance with updates from Medicare and Medicaid Programs.
- Standardized QA Auditing Protocols and Service Level Agreements (SLA) to ensure the operational success and transparency.
- Provided required Ethics, Compliance, FWA, Privacy, and Security training for existing and new employees.

09/2014 – 08/2015

CVS Pharmacy

DSNP User Acceptance Testing and Enterprise Innovation Advising Manager

- Managed Service Delivery for UAT Enterprise Platforms including Enrollment, Billing, Claims and Fulfillment while serving as subject matter expert for Caremark Enterprise Systems.
- Deployed 580 IT Projects with a 100% On-Time Completion Rate (OCR) to production with zero defects.
- Developed an E2E System monitoring process that allowed for the continuous monitoring of data flowing accuracy between Core Applications.
- Partnered with IT Command Center to provides 24x7 incident resolutions support across all platforms.

- Leveraged concepts from SRE and AIOps frameworks to standardize the process for how UAT Ops Auditors completed Risk Assessments, Root Cause Analysis and Press Testing of system reliability.

07/2013 – 03/2014

Axiom Systems – Contract Assignment

EDI Configuration Consultant III

- Collaborated with business stakeholders to identify and evaluate the feasibility of new EDI integration opportunities.
- Analyzed and resolved technical issues including ETL tool management, mapping of various applications and systems to ensure provider groups and hospital networks could successfully transmit EDI files to various healthcare payers.
- Established and tested connectivity for 270/271, 834, 835 and 837 files and corrected mapping errors.

07/2011 – 10/2012

Express Scripts (United BioSource)

Sr Pharmaceuticals Reimbursement Consultant

- Partnered with Client Management, Finance, IT DevOps and Benefits Configuration teams to implement enterprise automation efforts for high dollar pharmaceutical reimbursements. Responsible for UAT testing of RX adjudication rules and payment integrity.
- Analyzed coding errors, benefit conflicts and implemented corrective action measures to reduce future incidents.
- Resolved barriers to access and reimbursement for both drug (J- and C- Codes) and procedural coding (CPT) across Medicare FFS, Medicare Advantage and Commercial payer segments.

11/2005 – 07/2011

Blue Cross Blue Shield (Michigan)

BU Lead – Provider Key Accounts and Payment Integrity (Call Center)

- Led and directed the development, implementation, and management oversight of Consumer Assessment of Healthcare Providers & System (CAHPS), Health Outcomes Survey (HOS) and Member Experience programs and improvement initiatives.
- Provided performance oversight and compliance guidance to operational teams including Claims Payment Integrity, Customer and Provider Call Center, Provider Data Management, Provider Configuration, and Provider Complaints/Payment Appeals to ensure the alignment of strategic goals and tactical objectives.
- Initiated targeted activities to improve satisfaction scores and Quality of Care metrics.
- Tracked and trended preventable issues, grievances and led a committee focused on organization procedural improvements.

Enterprise Process Improvement Leader

- Initiated targeted activities to improve Stars/HEDIS Satisfaction Scores and Member Experience Metrics.
- Implemented new process to trigger data quality review and proactively identify issues.
- Coordinated workgroups to identify new opportunities to improve and fine tune existing compliance procedures.
- Monitored ongoing Enterprise QI Program Objectives including the delivery of performance improvement projects for clinical activities.
- Tracked and trended preventable issues, grievances, and penalties for Administrative Oversight Committee.
- Collaborated with key internal/external (union) stakeholders to develop and execute a multi-faceted inclusion strategy.

Leadership Awards:

- BCBS – Best in Blue (2007, 2008 and 2010)
- BCBS – Smile Committee - Diversity Leadership Honoree (2008, 2009 and 2010)

Education

Sr. Healthcare Executive Leadership Certification
Pursing: 01/2021 – 04/2021
Cornell University

PAHM Designation/Certification
AHIP – Academy of Healthcare Management

Bachelor's Degree
Arizona State University

Received 5-20-2021
SJ

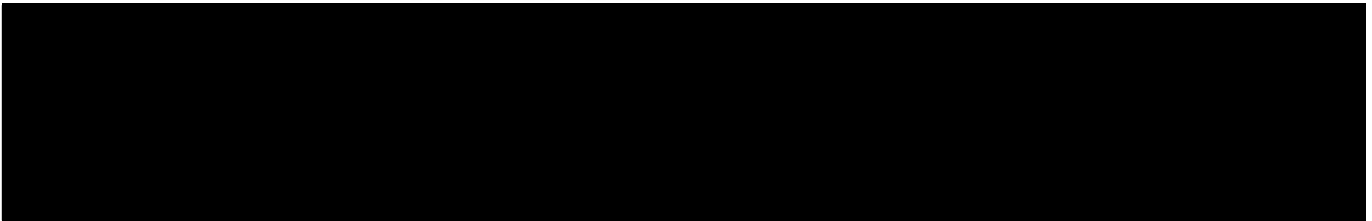


City of Surprise

**APPOINTMENT APPLICATION FOR ALL
SURPRISE COMMISSIONS**

(Per City Code, All applicants must reside in the City of Surprise)

Name: Jared E. Holland



Year(s) you have resided in the City of Surprise? : Moved in Aug. 2020 and anxious to get involved

Board/Commission(s) you are applying for? Judicial Selection Advisory Commission; Marley Park CFD;
Parks & Recreation Advisory Commission; and/or Planning & Zoning Commission

EDUCATION:

JURIS DOCTORATE OF LAW
Arizona State University, Sandra Day O'Connor College of Law
• Willard H. Pedrick Scholar
• C.A.L.I. Award Recipient (x 2)
MAY 2007
Tempe, Arizona

JURIS DOCTORATE OF LAW CANDIDATE
University of Idaho, College of Law
• Northwest Institute for Dispute Resolution: Mediation Training (40 hrs.)
• LSADR Sponsored Negotiation and Mediation Skills Training Seminars
• C.A.L.I. Award Recipient (x 2)
DECEMBER 2005
Moscow, Idaho

BACHELOR OF ARTS IN POLITICAL SCIENCE
Arizona State University, College of Liberal Arts and Sciences
• *cum laude*
• Recipient, Arizona State University Presidential Scholarship
MAY 2004
Tempe, Arizona

GENERAL STUDIES
Cochise Community College
• 3.72 GPA (4.0)
MAY 1999
Willcox, Arizona

EMPLOYMENT BACKGROUND:**Present Employer/Position:**

FOUNDING MEMBER	APRIL 2012-PRESENT
<i>Holland Law Group, PLLC</i>	<i>Surprise, Arizona/Flagstaff, Arizona</i>
JUDGE PRO TEMPORE	MARCH 2017-PRESENT
<i>Coconino County Superior Court & Flagstaff Justice Court</i>	<i>Flagstaff, Arizona</i>

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

ADJUNCT PROFESSOR OF BUSINESS LAW	JANUARY 2012-MAY 2016
<i>Northern Arizona University, W. A. Franke College of Business</i>	<i>Flagstaff, Arizona</i>
SENIOR ASSOCIATE ATTORNEY	SEPTEMBER 2008-MARCH 2012
<i>Davis Miles McGuire Gardner, PLLC</i>	<i>Flagstaff, Arizona</i>
ASSOCIATE ATTORNEY	NOVEMBER 2007-SEPTEMBER 2008
<i>Aspey, Watkins & Diesel, P.L.L.C.</i>	<i>Flagstaff, Arizona</i>

OTHER TRAINING AND SKILLS:

- Northwest Institute for Dispute Resolution: Mediation Training (40 hrs.)
- Family Law Court-Appointed Best Interest Attorney Training
- Probate Court-Appointed Attorney and Guardian Ad Litem Training
- Current President and Chairman of the Board of Firm Innovations Technologies, Inc.
- Licensed Private Fiduciary (2016-17)
- Lived in Taiwan for approximately two years - Conversationally fluent in the Mandarin Chinese language

AWARDS AND RECOGNITIONS:

- Lawyers of Distinction Nominee 2019-2021
- Premier Lawyers of America Nominee 2019-2021
- Acquisition International Legal Awards Nominee 2020
- Top Lawyers in Arizona 2018 (The Legal Network)
- Top Attorneys of North America 2015-2017, 2021 (Who's Who Directory)
- Eagle Scout (Boy Scouts of America)

COMMUNITY SERVICE AND ORGANIZATION AFFILIATION:

- Volunteer Youth Flag Football Assistant Coach, City of Surprise (2021)
- Coconino County Superior Court, Court-Appointed Attorney for incapacitated individuals in Guardianship & Conservatorship cases (2018-Present)
- Coconino County Superior Court (Integrated Family Court), Pro Bono Best Interests Attorney in complex cases involving minor children (2009-Present)
- Coconino County Superior Court Probate Task Force Member (2012-Present)
- Coconino County Superior Court Family Law Task Force Member (2007-Present)
- Central Arizona Estate Planning Council (2019-Present)
- City of Flagstaff Downtown Advisory Committee, Appointed Member (2008)
- Verde Valley Law Day Volunteer (2015)
- J. Reuben Clark Law Society, Member (2004-Present)
- Nez Perce County, Idaho Small Claims Court, Mediator (2004-2005)
- Boy Scouts of America (1989-2020)

Do you currently serve, or have you previously served on any other City of Surprise Commissions? If yes, which one(s): No

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

I am seeking appointment to serve as a commissioner for the City of Surprise because I believe that I have acquired the necessary knowledge, experience, skills and temperament to whole-heartedly serve my community as a commissioner on the above-identified commissions. I have a great passion for community involvement and desire to serve our community in any way that I can.

It is my sincere hope that you will find me to be the right candidate for appointment to any one or more of the Commissions indicated above. I humbly seek your vote of confidence with a promise and commitment that I will faithfully fulfill the duties of a commissioner for the City of Surprise. I thank you for your consideration.

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



Applicant's Signature

Please return to:

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

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



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 7, 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 August 17, 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. work session
 2. regular council meeting minutes 8172021
-

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

Tuesday, August 17, 2021 @ 4:00PM

Call To Order

Roll Call

Mayor Hall called to order the Regular City Council Work Session of August 17, 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

Regular City Council Work Session Agenda

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation and discussion pertaining to an update on Fighter Country Partnership.

Ron Sites, CEO gave a brief presentation on Fighter Country Partnership.

2. Presentation and discussion pertaining to a proposed Text Amendment to Chapters 102 and 106 of the Surprise Land Development Ordinances (LDO) regarding Recreational Marijuana; Case FS20-619 - NO ACTION

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

Councilmember Remley asked why is a marijuana growing facility the same as a marijuana sales facility.

Attorney VanRiper commented that we decided to have it all the same for clarification for the ease of administration and enforcement. They are all the same distances, dispensary or recreational facilities.

Councilmember Judd commented on testing facilities with higher paying job, more educated people. Why isn't this separated?

Councilmember Hastings commented that Prop 207 voted yes, but maybe some don't want cultivation in the backyards and all over Surprise. Also please explain the separate distance requirements.

Mr. Kuhfuss clarified.

Attorney VanRiper added additional legal clarification.

Councilmember Cline confirmed the same concerns as previous Council comments.

3. Presentation and discussion pertaining to a proposed Text Amendment to Chapter 109 of the Surprise Land Development Ordinance regarding Class II Temporary Signs; Case FS21-372 - NO ACTION

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

Mayor Hall asked if the Chamber has been involved or attended any of the meetings.

Mr. Kuhfuss commented not at this point.

Councilmember Judd questioned the distance from the business to the sign. Would like to see language defining what a shopping center clearly defined. And also limited the amount of signs each business can have to give visibility but control the amount. I wouldn't mind seeing signs banned from arterial corners.

Community Development Director, Chris Boyd commented that keeping it

simple will prove to be most beneficial. We think your suggestions make sense for distance and locations. Several options were discussed.

Councilmember Remley commented that it now sounds complicated again with regulations that might be confusing. If we don't have a problem, then why make one?

Councilmember Hastings commented that 20 feet separation is a good starting point and in favor of no 1,000 foot rule. What is the general feedback from the public? The reviews are mixed.

Vice-Mayor Duffy commented that the 20 feet rule I am fine with, no one is going out there with a measuring tape. The separation needs to be there.

Adjournment

Council Member Hastings made the motion to adjourn the Regular City Council Work Session of August 17, 2021 at 4:50 PM. Vice Mayor Judd 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, August 17, 2021.**

Sherry Ann Aguilar, City Clerk, MMC

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

Tuesday, August 17, 2021 @ 6:00PM

Call To Order

Invocation

Led by Jason Flowers

Roll Call

Mayor Hall called to order the Regular City Council Meeting of August 17, 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

Proclamation and Community Acknowledgements

City Manager Report

1. Reports

City Manager Frazier introduced new Directors, Police Chief, Benny Pina, Parks & Recreation Director, Holly Osborne, HR Director, Donna Meuse and DCM, Tracy Montgomery. City Manager Frazier

City Clerk Report

1. Reports

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

Judge Dominguez issued the Oath of Office to our new Police Chief, Benny Pina.

Call To The Public

Coral Herndon - Police department, social services, housing, homelessness.

Connie Bowers - Flooding on Cactus and Reems Road, the damage that is being done to Greer Ranch along Cactus is incredible.

Regular City Council Meeting Agenda

CONSENT AGENDA:

Council Member Judd made the motion to approve the consent agenda excluding items 4, 17 and 21. Council Member Cline seconded the motion. Seven yes votes, motion carried.

2. Consideration and action on the minutes of the June 15, 2021 Regular City Council Work Session, Regular City Council Meeting and Executive Session – APPROVED

3. 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 – APPROVED

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

Council Member Judd removed item #4 from the consent agenda for clarification.

Danielle Osborne gave a brief powerpoint presentation on this item.

Council Member Judd made the motion to approve the expansion of a mural for the Surprise Aquatic Center. Council Member Cline seconded the motion. Seven yes votes, motion carried,

5. 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 – APPROVED

6. 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 – APPROVED

7. 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 - APPROVED

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

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

10. 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 - APPROVED

11. 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 - APPROVED

12. 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 - APPROVED

13. 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 - APPROVED

14. Consideration and action pertaining to approval of the Final Plat entitled, North Copper Canyon Parcel 2, 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 - APPROVED

15. 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 - APPROVED

16. 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 - APPROVED

17. 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 - APPROVED

Council Member Judd asked for clarification on the budget amendment for this item.

Council Member Judd made the motion to approve Resolution #2021-117. Vice Mayor Duffy seconded the motion. Seven yes votes, motion carried.

18. Consideration and action pertaining to acceptance of a water line easement from Fulton Homes Escalante Homeowners Association, near 159th Drive and San Ysidro - APPROVED

19. 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 - APPROVED

20. Consideration and action pertaining to approval of a Wired Telecommunications License and Right-of-Way Use Agreement with Wyverd Connect, LLC; Resolution #2021-106 - APPROVED

21. Consideration and action pertaining to approval of the Asante Turnover Agreement; Resolution #2021-91 - CONTINUED INDEFINITELY

Council Member Winters made the motion to continue Resolution #2021-91. Council Member Hastings seconded the motion. Seven yes votes, motion carried.

22. 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 - APPROVED

23. 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 - APPROVED

24. 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 - APPROVED

25. 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 - APPROVED

26. 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 - APPROVED

REGULAR AGENDA ITEM - PUBLIC HEARING:

27. 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.) - APPROVED

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

Barbara Berrafato - Consideration to rezone this property I ask that you think of this and consider the residents you are representing. Our town is growing rapidly. The density change seems to be premature and our amenities are being affected.

Jane Peiffer - Tonight is a little bit weird, I was at the planning & zoning meeting with the developer made changes to the plan. This does not alleviate all of the concerns for the community. She mentioned handing in a petition for the record. Asking Council to be careful when platting this project.

Vice Mayor Duffy asked about the improvements on 163rd Avenue. Kuhfuss showed a map of the area layout.

Mayor Hall commented that other roadway options are being worked on right now.

Council Member Judd made the motion to approve Ordinance 2021-14. Council Member Cline seconded the motion. Five yes votes, one no vote (Duffy), one abstained (Winters). Motion carried.

28. 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 - CONTINUED TO OCTOBER 15, 2021 REGULAR CITY COUNCIL MEETING

Vice Mayor Duffy made the motion to continue Ordinance 2021-15 to the October 15, 2021 Regular City Council Meeting. Council Member Cline seconded the motion. Seven yes votes, motion carried,

29. 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 - APPROVED

City Planner, Sergio Angulo gave a powerpoint presentation on this item.

Council Member Hastings - substantial increase, have we done something like this before?

It's the first application of this kind.

The applicant came forward to answer questions.

Council Member Hastings commented that we have a stigma that we have too many storage facilities.

Council Member Remley expressed concerns about traffic, what comments have we received on this expansion?

Mayor Hall commented let's be clear on this, it has a covering and won't be able to see the RV's.

Council Member Cline mentioned the comment about people wanting entertainment to go in here, can you elaborate?

Mr. Angulo commented that the use is permitted by Title 17, the amendment would extend the percentage of RV storage.

Council Member Cline expressed concern about these types of businesses going in near communities that have very strict homeowners rules and regulations.

Council Member Judd commented that he lives in an HOA, I have an RV gate. We need places to put these kinds of vehicles, trailers, etc., The applicant commented that he is at 100% capacity. The City is not paying the bill for the storage units, it's individual homeowners.

Vice Mayor Duffy, since the pandemic people are buying RV's and trailers, I think this is a good thing to have for storage so we don't have to look at them.

Council Member Winters commented that this is a very difficult argument, you need a place to store your stuff, I can understand this.

Council Member Hastings this is not a difficult decision, our residents don't want storage. I am going to vote no.

No public comments were made.

Council Member Cline made the motion to approve Ordinance 2021-12. Council Member Judd seconded the motion. Four yes votes, three no votes (Hastings, Remley & Winters). Motion carried.

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

30. Consideration and action pertaining to approval of a Final Plat entitled, Re-Plat Surprise Self Storage and dated April 28, 2021,Â an approximately 13 acre property generally located north of Waddell Road and east of 140th Drive in the Sierra Verde PAD - APPROVED

City Planner, Sergio Angulo gave a powerpoint presentation.

Council Member Judd made the motion to approve the re-plat Surprise Self Storage. Council Member Cline seconded the motion. Five yes votes, two no votes (Hastings and Remley). Motion carried.

31. 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 - APPROVED

Seth Dyson, HSCV Director introduced the Terrones Family and and partners for this project. Staff conducted a powerpoint presentation.

Michael Hughes with New Leaf addressed the Council, he thanked the Council for supporting this program.

Kathy DiNolfi, Chief Program Officer for New Leaf.

Mr. Dyson gave answers to common FAQ's.

Mr. Cline thanked staff for the presentation, this project is very near and dear to my heart. Thankful this is going to be in the far west valley, very much needed services in our City.

Council Member Remley echoed Cline's sentiments. He thanked the Terrones family for working with us and thanked staff for their efforts. This will not cost

our residents a dime for the services.

Youth - What time period is the application process?

24 hours is a normal processing time.

Council Member Winters thanked Seth and staff for the good work.

Council Member Judd gave thanks to Seth, staff and the Terrones family. A New Leaf have been near and dear to my heart for a long time.

Mayor Hall expressed gratitude to everyone for putting this together and trusting us as a City and extending the legacy of Lucy Terrones.

Council Member Remley made the motion to approve Resolution #2021-115. Council Member Judd seconded the motion. Seven yes votes, motion carried.

32. 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 - APPROVED

Council Member Judd made the motion to approve Resolution #2021-116. Council Member Cline seconded the motion. Seven yes votes, motion carried.

33. 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 - APPROVED

City Planner, Robert Kuhfuss reported on Unit G, Phase 3.

Vice Mayor Duffy made the motion 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. Council Member Remley seconded the motion. Seven yes votes, motion carried.

34. 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 - APPROVED

City Planner, Sergio Angulo gave a powerpoint presentation on this item.

Council Member Cline - Is there a pool area in this project?

Council Member Winters made the motion to approve item #34. Council Member Cline seconded the motion. Seven yes votes, motion carried.

Other Business and Future Agenda Items

Council Member Cline requested a presentation on homelessness. The second was made by Council Member Hastings.

City Council Reports

Council Member Hastings - Summer break; spent time with family, lots of meetings with staff and community gatherings.

Council Member Remley - Congratulate Seth Dyson, fabulous job on the Mustard Seed project.

Vice Mayor Duffy - Busy over summer break; resident engagement is a so much better; July 18th Sarah Ann Ranch lost Mr. Charlie Woodland, Park and Rec Commission, good friend of mine and he will be missed.

Council Member Judd - Tuesday, August 24th community meeting, CD & ED staff; Venue Tap Room on Litchfield and Waddell Roads.

Council Member Winters - District meeting last week, big attendance

Council Member Cline - Meet and Greet in Arizona Traditions; Meet and Greet on Monday, August 23rd at Sun City Grand and the 27th. Literacy and education during the month of July.

Mayor Hall - Charlie Woodland was always really kind to me, I am going to miss him. Recognized the former Police Chief, Terry Young who is retiring.

Council Member Judd made the motion to recess the Regular City Council Meeting and enter into executive session at 8:22 PM. Council Member Cline seconded the motion. Seven yes votes, motion carried.

Executive Session

35. 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. 38431.03 (A)(1).

Mayor Hall reconvened the Regular City Council Meeting at 9:08 PM.

Adjournment

Council Member Judd made the motion to adjourn the Regular City Council Meeting of August 17, 2021 at 9:08 PM. Council Member Remley seconded the motion. Seven yes votes, motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, August 17, 2021**.

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 7, 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 public utility improvements at W Ranch, generally located at W. Waddell Road and N. 143rd Lane; Resolution # 2021-105.

Motion:

I move to approve Resolution No. 2021-105.

Background:

The Public Works Department conducted the final inspection of the public improvements for W Ranch, generally located at W. Waddell Road and N. 143rd Lane on or about May 28, 2021, totaling approximately 3,100 LF of water lines and 2,060 LF of sewer lines and determined that the infrastructure was compliant and acceptable to the city.

Objective Analysis:

The improvements for this property provide 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 sewer and water 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 \$422,600.19.

Budget Impact:

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

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res 2021-105 W Ranch Infrastructure
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
 4. 04_Utility LF verification
-

RESOLUTION # 2021-105

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT W RANCH, GENERALLY LOCATED AT W. WADDELL ROAD AND N. 143RD LANE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "W Ranch" on, May 19, 2020;

WHEREAS, Sage Land Holdings, LLC, an Arizona Limited Liability Company, the developer of W Ranch, dedicated to the City the public utility improvements, generally located at W. Waddell Road and N. 143rd Lane;

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 public utility improvements.

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

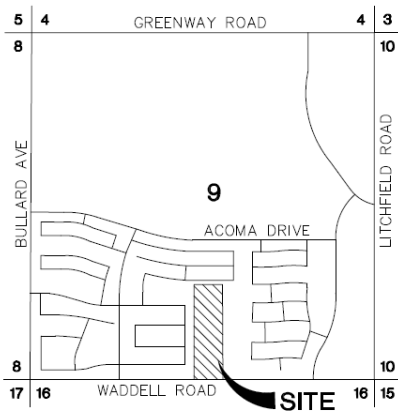
Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

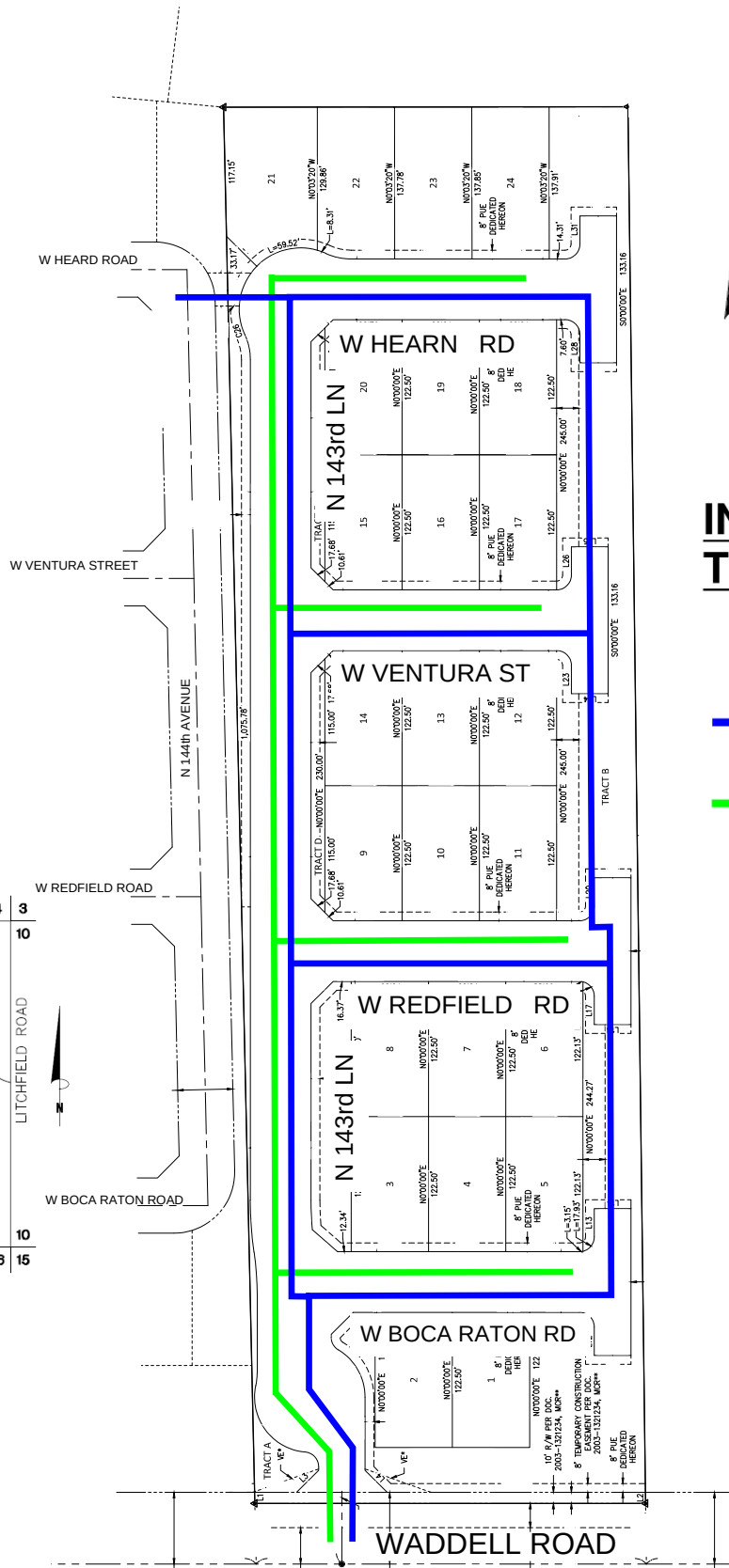
Exhibit A

Map of Infrastructure

W RANCH



VICINITY MAP



INFRASTRUCTURE TO BE ACCEPTED:

- WATER
- SEWER

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: 7/30/2021
Re: W Ranch

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 Sewer - \$173,133.93

City Water - \$249,466.26

Total - \$422,600.19

May 28, 2021

Brown Homes
8700 E Via De Ventura, Suite 350
Scottsdale, AZ 85258

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR W RANCH – FS19-828

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:

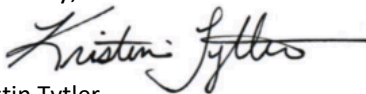
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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
James Marichalar, PW Civil Inspector



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 05/25/21 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

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

1/28/21 Date of Punch-List Walk 03/17/21 Date Punch-List Completed

FS Number: FS19-828 Permit Number(s): E20P-0258,0259,0260,0261,0262,0263

Project Name: W RANCH

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

Brown Homes

8700 E VIA DE VENTURA, SUITE 350, SCOTTSDALE AZ, 85258

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
143rd dr	Private	Waddell rd	Hearn rd	2	1/4	Median
Boca raton rd	Private	143rd dr	Dead end	2	1/4	
Ventura st	Private	143rd dr	Dead end	2	1/4	
Redfield rd	Private	143rd dr	Dead end	2	1/4	
Hearn rd	Private	143rd dr	Dead end	2	1/4	

MATERIALS:

Asphalt:	Vulcan Materials	Supplier	1.25	Total Lane Miles	8714	Total Square Yards
Water:	8" pvc	Size/Type	3109	Total LF		
		Size/Type		Total LF		
Sewer:	8" pvc sdr 35	Size/Type	2059	Total LF		
		Size/Type		Total LF		
Storm:	8" hdpe	Size/Type	695	Total LF		
	18" RGRCP	Size/Type	150	Total LF		
Fire Ln:		Size/Type		Total LF		

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) ☐ Updated asbuilt CAD base files (copy on CD)
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APPROVAL:

Civil Inspector:

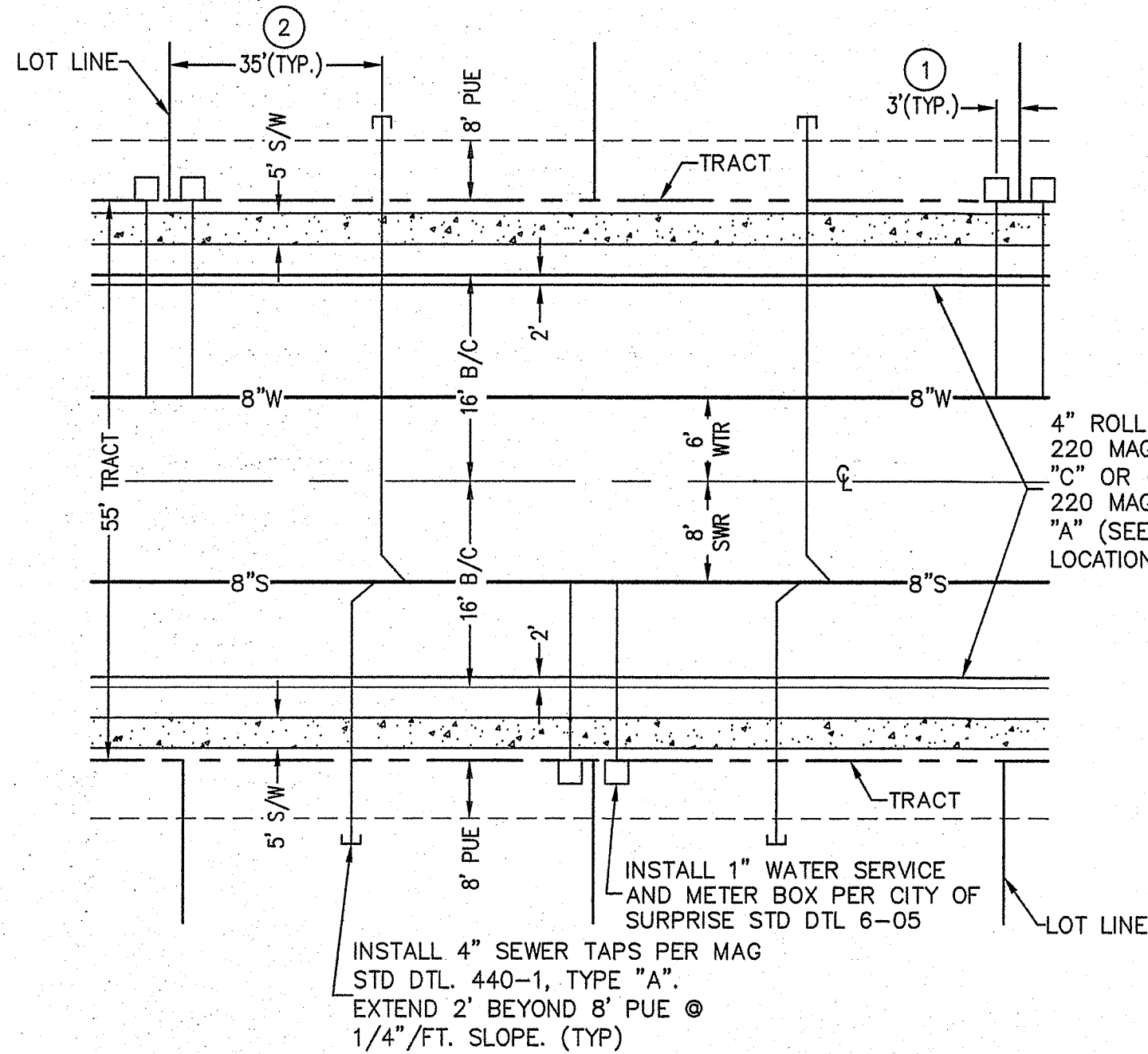
Date: 05/25/21

Civil Engineering Supervisor:

Date: 05/28/2021

CITY OF SURPRISE SANITARY SEWER NOTES:

- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING REQUIRED PERMITS AND INSPECTIONS FROM APPROPRIATE GOVERNMENTAL AGENCIES FOR ALL WORK IN THE PUBLIC RIGHT-OF-WAY.
- ANY WORK PERFORMED WITHOUT THE APPROVAL OF THE CITY ENGINEER AND/OR ALL WORK AND MATERIALS NOT IN CONFORMANCE WITH THE SPECIFICATION IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL UNCOVER ALL EXISTING LINES BEING TIED TO AND VERIFY THEIR LOCATION PRIOR TO TRENCHING. THE CONTRACTOR SHALL LOCATE OR HAVE LOCATED ALL EXISTING UNDERGROUND PIPELINES, TELEPHONE AND ELECTRICAL CONDUIT AND STRUCTURES IN ADVANCE OF CONSTRUCTION AND SHALL OBSERVE ALL POSSIBLE PRECAUTIONS TO AVOID DAMAGE TO THE SAME. CALL BLUE STAKE AT 602-263-1100 AND NOTIFY ALL INTERESTED UTILITIES.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD BEFORE THE SANITARY SEWER FITTINGS ARE COVERED. FITTINGS SHALL NOT BE COVERED UNTIL SURVEYS HAVE BEEN COMPLETED. THE ENGINEER SHALL MAKE FIELD AS-BUILT MEASUREMENTS OF THE SANITARY SEWER WORK UPON NOTIFICATION BY THE SEWER CONTRACTOR THAT THE PIPE WORK IS COMPLETE AND READY FOR AS-BUILT SURVEY.
- AS-BUILT PLANS CERTIFIED FOR CORRECTNESS BY A PROFESSIONAL CIVIL ENGINEER OR LAND SURVEYOR IN THE STATE OF ARIZONA ARE REQUIRED PRIOR TO FINAL APPROVAL OF ALL WATER, SEWER, RECLAIMED WATER AND STORM WATER CONSTRUCTION.
- THE FOLLOWING DETAIL IS SPECIFICALLY NOT APPROVED: MAG STANDARD DETAIL 425 (24-INCH ALUMINUM, MANHOLE FRAME AND COVER).
- A TWO (2) INCH BY FOUR (4) INCH WOOD OR METAL POST PAINTED GREEN WITH BLACK LOT NUMBERS IS TO BE INSTALLED AT THE END OF ALL SEWER SERVICES.
- FOR RESIDENTIAL CONSTRUCTION, SEWER SERVICES SHALL BE SIX (6) FEET BELOW FINISH GRADE AT THE PUBLIC UTILITY EASEMENT AND FOUR (4) FEET BELOW THE FINISH GRADE AT FOUR (4) FEET PAST THE PUBLIC UTILITY EASEMENT.
- ANY MANHOLE IN A GUTTER LINE MUST BE WATERTIGHT PER MAG STANDARD DETAIL 424.
- THE MANHOLE COVERS SHALL READ "SURPRISE SANITARY SEWER" PER DETAIL 7-01.
- MANHOLES TEN (10) FEET OR DEEPER SHALL BE A MINIMUM OF FIVE (5) FEET IN DIAMETER.
- ALL MANHOLE SECTIONS SHALL BE SEALED WITH BOTH MASTIC (RAMNECK OR APPROVED EQUAL) AND GROUT PLACED INSIDE EACH MANHOLE SECTION KEY. THE INSIDE JOINTS SHALL BE GROUT-FINISHED.
- UPON THE COMPLETION OF THE SEWER, THE TOP EIGHT (8) FEET OF ALL MANHOLES ARE TO BE SPRAYED WITH INSECTICIDE BY A CERTIFIED COMPANY OR INDIVIDUAL FOR ROACH CONTROL. A VERIFICATION LETTER IS TO BE FURNISHED TO THE CITY OF SURPRISE.
- MARKING TAPE AND MARKER BALLS SHALL BE INSTALLED AT ALL SEWER LINE FITTINGS AND EVERY 200 FEET IF THE DISTANCE BETWEEN FITTINGS IS GREATER THAN 200 FEET PER DETAIL 7-08.
- SHORT TERM DEFLECTION TESTING SHALL BE PERFORMED ON ALL SEGMENTS OF PLASTIC SEWER PIPE EIGHT (8) INCHES IN DIAMETER AND LARGER AFTER COMPLETION OF BACKFILL AND COMPACTION, BUT PRIOR TO INSTALLATION OF FINISH SURFACE MATERIAL. A SHORT-TERM DEFLECTION IN EXCESS OF FIVE (5) PERCENT SHALL BE CONSIDERED UNSERVICEABLE AND SHALL BE REPAIRED OR REPLACED AND RETESTED.
- LOW-PRESSURE AIR TESTING IS REQUIRED FOR ONE HUNDRED (100) PERCENT OF THE LINE INSTALLATION PER MAG SPECIFICATION 615.11.
- ONE HUNDRED (100) PERCENT OF SEWER LINES ARE TO BE INSPECTED BY VIDEO CAMERA. TWO COPIES OF COMPLETED DVD ALONG WITH OPERATOR NOTES ARE TO BE FURNISHED TO THE CITY OF SURPRISE UPON COMPLETION OF THE FIRST VIDEO. IF THERE ARE NEGATIVE RESULTS THEN THE AFFECTED SEWER LINES WILL BE REPAIRED AND RE-VIDEOED ACCORDINGLY.
- ALL SEWER MANHOLES SHALL BE TESTED IN ACCORDANCE WITH ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS, USING THE WATERTIGHTNESS OR AIR PRESSURE METHODS AS PUBLISHED IN TITLE 18 ENVIRONMENTAL QUALITY.
- THE MINIMUM COVER FOR SEWER MAIN PIPES SHALL BE SIX (6) FEET FROM TOP OF PIPE TO FINISHED GRADE. SEWER PIPE BEDDING SHALL BE ONE HUNDRED (100) PERCENT ABC MATERIAL PER MAG SPECIFICATIONS, PLACED AND COMPACTED FROM FOUR (4) INCHES BELOW PIPE TO TWELVE (12) INCHES ABOVE PIPE. FOR SEWER LINE CONSTRUCTION THE PIPE BEDDING SHALL BE PLACED IN TWO LIFTS PER MAG SPECIFICATIONS.
- PIPE BEDDING, BACKFILLING AND COMPACTION SHALL BE PER MAG STANDARD DETAIL 200-1.
- SEWER LINES SHALL CONSIST OF POLYVINYL CHLORIDE (PVC) SOLID WALL PLASTIC SEWER PIPE AND SHALL CONFORM TO THE REQUIREMENTS OF ASTM D-3034, SDR-35 OR C900.



- LOT CORNERS SHALL BE STAKED PRIOR TO INSTALLATION OF WATERLINE TO ASSURE PROPER LOCATION OF METERS & HYDRANTS; STATIONING/DIMENSIONING ON WATER PLAN GOVERNS
- 35' TYPICAL; STATIONING ON SEWER PLAN GOVERNS

TYPICAL STREET LAYOUT / WATER METER
SEWER SERVICE TAP DETAIL

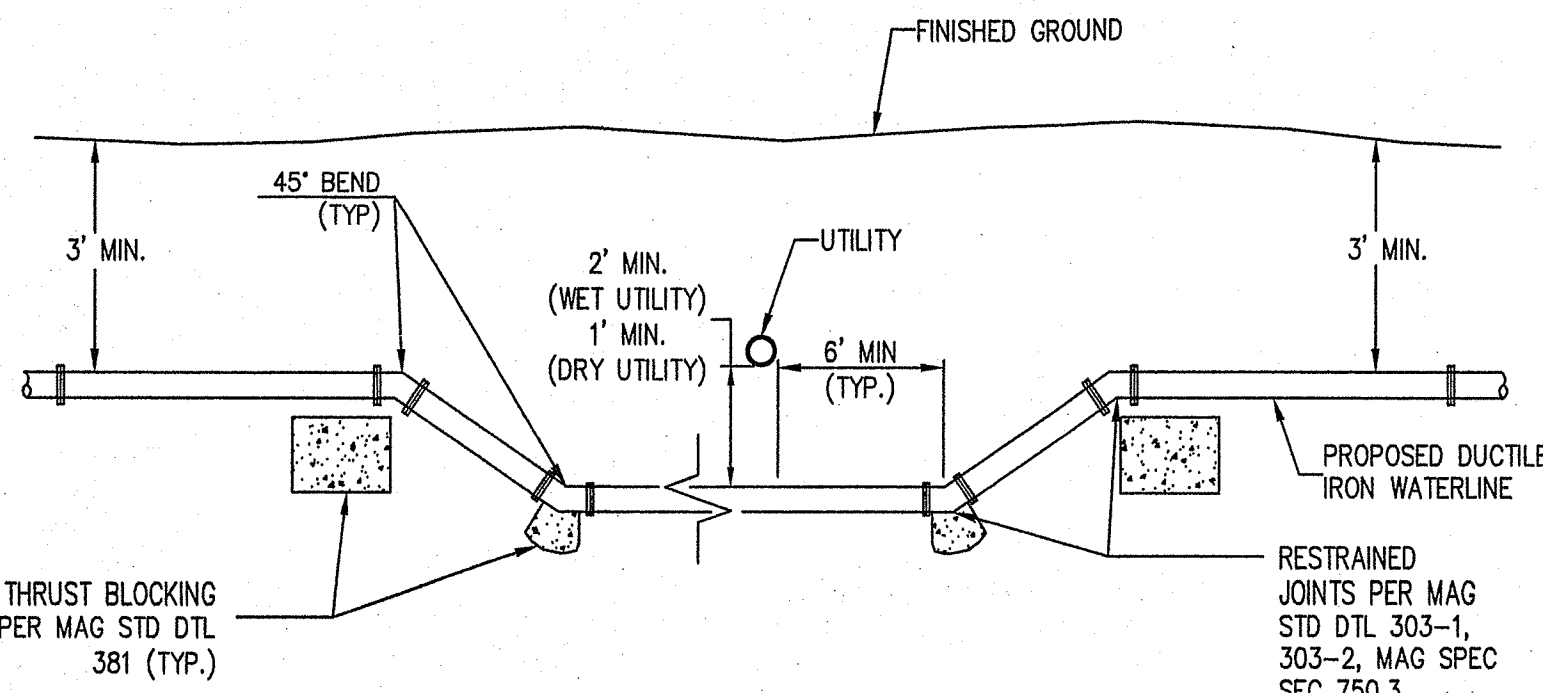
N.T.S.

CITY OF SURPRISE POTABLE WATER NOTES:

- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING REQUIRED PERMITS AND INSPECTIONS FROM APPROPRIATE GOVERNMENTAL AGENCIES FOR ALL WORK IN THE PUBLIC RIGHT-OF-WAY.
- ANY WORK PERFORMED WITHOUT THE APPROVAL OF THE CITY ENGINEER AND/OR ALL WORK AND MATERIALS NOT IN CONFORMANCE WITH SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL UNCOVER ALL EXISTING LINES AT PROPOSED POINTS OF CONNECTION AND VERIFY THEIR LOCATION PRIOR TO TRENCHING. THE CONTRACTOR SHALL LOCATE OR HAVE LOCATED ALL EXISTING UNDERGROUND PIPELINES, TELEPHONE AND ELECTRICAL CONDUIT AND STRUCTURES IN ADVANCE OF CONSTRUCTION AND SHALL OBSERVE ALL POSSIBLE PRECAUTIONS TO AVOID DAMAGE TO THE SAME. CALL BLUE STAKE AT 602-263-1100 AND NOTIFY ALL INTERESTED UTILITIES.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD BEFORE THE WATER FITTINGS ARE COVERED. FITTINGS SHALL NOT BE COVERED UNTIL SURVEYS HAVE BEEN COMPLETED. THE ENGINEER SHALL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WATER WORK UPON NOTIFICATION BY THE WATER CONTRACTOR THAT THE PIPE WORK IS COMPLETE AND READY FOR AS-BUILT SURVEY.
- AS-BUILT PLANS CERTIFIED FOR CORRECTNESS BY A PROFESSIONAL CIVIL ENGINEER ACTIVELY REGISTERED TO PRACTICE IN THE STATE OF ARIZONA SHALL BE REQUIRED PRIOR TO FINAL APPROVAL OF ALL WATER, SEWER, RECLAIMED WATER AND STORM WATER CONSTRUCTION.
- ANY CHANGES FROM APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF SURPRISE FOR WRITTEN APPROVAL PRIOR TO INSTALLATION.
- THE CITY OF SURPRISE ENGINEERING SERVICES SHALL INSPECT AND APPROVE ALL TRENCHING, BEDDING, PIPE INSTALLATION, BACKFILL, AND COMPACTION. THE CITY OF SURPRISE SHALL INSPECT AND APPROVE ALL PRESSURE TESTING, DISINFECTIONS, AND ALL OPERATIONAL SYSTEMS TESTS. AFTER COMPLETION OF EACH PHASE OF THE WATER SYSTEM, BUT BEFORE ACCEPTANCE BY THE CITY OF SURPRISE INTO THE WARRANTY PERIOD, ALL PUNCH LIST ITEMS MUST BE ONE HUNDRED (100) PERCENT COMPLETED, AS DETERMINED BY THE CITY OF SURPRISE.
- WATER LINES SHALL BE DISINFECTED AND TESTED IN ACCORDANCE WITH ADEQ BULLETIN #8.
- WATER SERVICES TWO (2) INCHES OR SMALLER SHALL BE IN ACCORDANCE WITH CITY OF SURPRISE DETAIL 6-05.
- FIRE HYDRANTS SHALL BE IN ACCORDANCE WITH CITY OF SURPRISE DETAILS 6-08 AND 6-09.
- IN A WATER PIPE ZONE WHERE CITY OF SURPRISE IS THE PROVIDER, THE BEDDING SHALL BE ONE HUNDRED (100) PERCENT ABC MATERIAL PER MAG SPECIFICATIONS, PLACED AND COMPACTED FROM FOUR (4) INCHES BELOW FOR PIPES THAT ARE TWELVE (12) INCHES AND LARGER OR WHEN ROCK OR UNSTABLE SOIL IS ENCOUNTERED TO TWELVE (12) INCHES ABOVE PIPE. BEDDING FOR PIPES LESS THAN TWELVE (12) INCHES MAY BE UNDISTURBED NATIVE MATERIAL OR BACKFILL COMPACTED TO NINETY-FIVE (95) PERCENT. THE PIPE ZONE FROM BOTTOM OF PIPE TO TWELVE (12) INCHES ABOVE TOP OF PIPE SHALL BE ABC COMPACTED TO NINETY-FIVE (95) PERCENT FOR ALL SIZES. IN A WATER PIPE ZONE WHERE EPCOR IS THE PROVIDER, REFER TO THEIR REQUIREMENTS.
- SHUTDOWN OF EXISTING FACILITIES SHALL BE SCHEDULED BY CONTRACTOR WITH CITY UTILITIES DIVISION FORTY-EIGHT (48) HOURS IN ADVANCE. VALVES ARE TO BE OPERATED ONLY BY A UTILITIES DIVISION CERTIFIED OPERATOR OR UNDER THE DIRECTION OF A UTILITIES DIVISION CERTIFIED OPERATOR. SHUTDOWN OF THE EXISTING SYSTEM IS LIMITED TO OFF PEAK HOURS ONLY (12:00 AM THROUGH 4:00 AM AND 10:00 AM THROUGH 2:00 PM). NORMAL PRESSURE AND FLOW MUST BE RETURNED BY THE SCHEDULED TIME.
- A #12 AWG TRACER WIRE SHALL BE PLACED TWELVE (12) INCHES ABOVE TOP OF PRIVATE FIRE LINES.
- WATER DISTRIBUTION AND TRANSMISSION LINES SHALL BE MARKED WITH MARKING TAPE AND MARKER BALLS PER CITY OF SURPRISE STANDARD DETAIL 6-25.

CITY OF SURPRISE POTABLE WATER SYSTEM MATERIAL
SPECIFICATION NOTES:

- DISTRIBUTION:** POLYVINYL CHLORIDE (PVC) PRESSURE PIPE IN ACCORDANCE WITH AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARD C900, PRESSURE CLASS 200, DR=14, ELASTOMERIC - GASKET, BELL - END OR DUCTILE IRON PIPE EQUIVALENT. ALL PIPES TWELVE (12) INCHES OR GREATER IN DIAMETER ARE REQUIRED TO BE DUCTILE IRON PIPE.
- DISTRIBUTION FITTINGS:** PUSH-ON OR MECHANICAL JOINT IN ACCORDANCE WITH MAG SECTION 750 OR MAG SECTION 630 AS APPLICABLE.
- WATER LINE VALVE:** MUELLER, CLOW, OR WATEROUS RESILIENT WEDGE SEALED GATE VALVE IN ACCORDANCE WITH MAG SECTION 630.3 WITH VALVE BOX AND COVER IN ACCORDANCE WITH MAG DETAIL 391-1, TYPE "C".
- WATER SERVICE:** TAPS, PIPES AND FITTINGS FOR WATER SERVICES UP TO A TWO (2) INCH SIZE SHALL BE IN ACCORDANCE WITH CITY OF SURPRISE STANDARD DETAIL 6-05. LARGER SIZES ARE TO BE SUBMITTED FOR APPROVAL.
- FIRE HYDRANT:** MUELLER "CENTURION", CLOW "MEDALLION", WATEROUS PACER WB67-250, AND WATERMASTER "SCD250" WITH TYPICAL "T" DESIGN AND TWO (2) EACH OF 2 1/2 INCH NATIONAL STANDARD THREAD (NST) ORIFICES AND ONE (1) EACH OF 4 1/2 INCH NST ORIFICE AND CLOW MODEL 860 WET BARREL WITH TWO (2) 2 1/2 INCH NST ORIFICES AND ONE (1) 4 1/2 INCH NST ORIFICE IN ACCORDANCE WITH CITY OF SURPRISE STANDARD DETAILS. BREAK OF CHECK VALVE SHALL BE USED WITH WET BARREL HYDRANT.
- ALL OTHER ITEMS:** IN ACCORDANCE WITH MAG SPECIFICATIONS.
- IN ACCORDANCE WITH AAC R18-4-213 ALL MATERIALS ADDED AFTER JANUARY 1, 1993, WHICH MAY COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NATIONAL SANITATION FOUNDATION STANDARDS 60 AND 61, INCLUDING CHEMICALS USED FOR DISINFECTION.



DETAIL 2
VERTICAL WATERLINE REALIGNMENT DETAIL

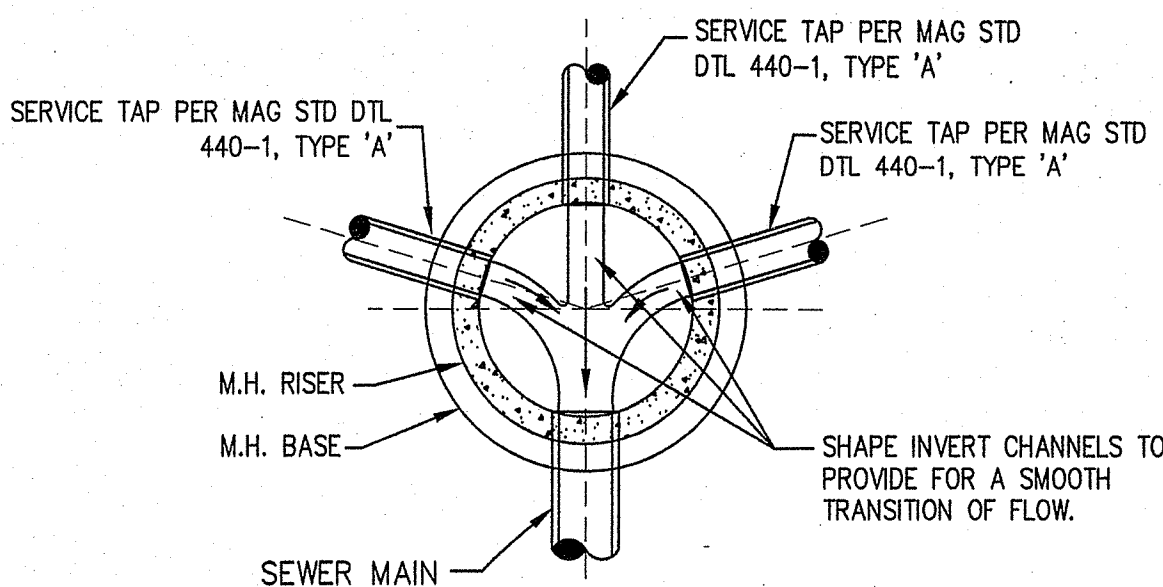
N.T.S.

CITY OF SURPRISE GENERAL RECLAIMED WATER NOTES:

- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING REQUIRED PERMITS AND INSPECTIONS FROM APPROPRIATE GOVERNMENTAL AGENCIES FOR ALL WORK IN THE PUBLIC RIGHT-OF-WAY.
- ANY WORK PERFORMED WITHOUT THE APPROVAL OF THE CITY ENGINEER AND/OR ALL WORK AND MATERIALS NOT IN CONFORMANCE WITH SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL UNCOVER ALL EXISTING LINES BEING TIED TO AND VERIFY THEIR LOCATION PRIOR TO TRENCHING. THE CONTRACTOR SHALL LOCATE OR HAVE LOCATED ALL EXISTING UNDERGROUND PIPELINES, TELEPHONE AND ELECTRICAL CONDUIT AND STRUCTURES IN ADVANCE OF CONSTRUCTION AND SHALL OBSERVE ALL POSSIBLE PRECAUTIONS TO AVOID DAMAGE TO THE SAME. CALL BLUE STAKE AT 602-263-1100 AND NOTIFY ALL INTERESTED UTILITIES.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD BEFORE THE RECLAIMED WATER FITTINGS ARE COVERED. FITTINGS SHALL NOT BE COVERED UNTIL SURVEYS HAVE BEEN COMPLETED. THE ENGINEER SHALL MAKE FIELD AS-BUILT MEASUREMENTS OF THE RECLAIMED WATER WORK UPON NOTIFICATION BY THE RECLAIMED WATER CONTRACTOR THAT THE PIPE WORK IS COMPLETE AND READY FOR AS-BUILT SURVEY.
- AS-BUILT PLANS CERTIFIED FOR CORRECTNESS BY A PROFESSIONAL CIVIL ENGINEER ACTIVELY REGISTERED TO PRACTICE IN THE STATE OF ARIZONA SHALL BE REQUIRED PRIOR TO FINAL APPROVAL OF ALL WATER, SEWER, RECLAIMED WATER AND STORM WATER CONSTRUCTION.
- ANY CHANGES FROM APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF SURPRISE FOR WRITTEN APPROVAL PRIOR TO INSTALLATION.
- THE CITY OF SURPRISE ENGINEERING DEVELOPMENT SERVICES DIVISION SHALL INSPECT AND APPROVE ALL TRENCHING, BEDDING, PIPE INSTALLATION, BACKFILL AND COMPACTION. THE CITY SHALL INSPECT AND APPROVE ALL PRESSURE TESTING, DISINFECTIONS AND ALL OPERATIONAL SYSTEMS TESTS. AFTER COMPLETION OF EACH PHASE OF THE RECLAIMED WATER SYSTEM, BUT BEFORE ACCEPTANCE BY THE CITY OF SURPRISE AND THE WARRANTY PERIOD, ALL PUNCH LIST ITEMS MUST BE ONE HUNDRED (100) PERCENT COMPLETED, AS DETERMINED BY THE CITY OF SURPRISE.
- FOR RECLAIMED WATER LINE WHICH IS TWELVE (12) INCHES AND UNDER TRENCH SHALL BE MAG DETAIL 200-1 TYPE 'D'. PIPE SHALL BE LAID WITH SUPPORT UNDER FULL LENGTH OF THE BARREL WITH HAND EXCAVATED HOLES FOR COUPLINGS AND OR BELLS. BEDDING SHALL BE A.B.C. COMPACTED TO NINETY FIVE (95) PERCENT IN ACCORDANCE WITH MAG SPECIFICATIONS. SPECIAL CARE SHALL BE TAKEN DURING PLACEMENT AND COMPACTION OF THE MATERIAL FROM THE BOTTOM OF THE TRENCH TO SPRINGLINE OF THE PIPE. THE CITY OF SURPRISE RESERVES THE RIGHT TO REQUIRE COMPACTION TESTS OF THE BEDDING MATERIAL PRIOR TO THE PLACEMENT OF THE BACKFILL MATERIAL.
- WHEN A RECLAIMED WATER MAIN IS ADJACENT TO OR CROSSES A POTABLE WATER MAIN, THE RECLAIMED WATER MAIN SHALL BE CONSIDERED A PRESSURE OR FORCE SANITARY SEWER AND COMPLY WITH MAG STANDARD DETAIL 404 FOR SEPARATION AND/OR PROTECTION. WHEN A RECLAIMED WATER MAIN IS ADJACENT TO OR CROSSES A SEWER LINE, THE RECLAIMED WATER MAIN SHALL BE CONSIDERED A POTABLE WATER MAIN AND COMPLY WITH MAG STANDARD DETAIL 404 FOR SEPARATION AND/OR PROTECTION.
- SHUTDOWN OF EXISTING FACILITIES SHALL BE SCHEDULED BY CONTRACTOR WITH CITY UTILITIES DIVISION FORTY-EIGHT (48) HOURS IN ADVANCE. VALVES ARE TO BE OPERATED ONLY BY A UTILITIES DIVISION CERTIFIED OPERATOR OR UNDER THE DIRECTION OF A UTILITIES DIVISION CERTIFIED OPERATOR. SHUTDOWN OF THE EXISTING SYSTEM IS LIMITED TO OFF PEAK HOURS ONLY (12:00 AM THROUGH 4:00 AM AND 10:00 AM THROUGH 2:00 PM). NORMAL PRESSURE AND FLOW MUST BE RETURNED BY THE SCHEDULED TIME.
- APPROVED METALLIC MARKING TAPE AND MARKER BALLS SHALL BE INSTALLED PER CITY OF SURPRISE STANDARD DETAIL 6-25.
- ALL RECLAIMED RESIDENTIAL WATER VALVE COVERS SHALL BE SQUARE AND IDENTIFIED AS 'RECLAIMED' PER CITY OF SURPRISE STANDARD DETAIL 6-24.
- OPERATIONAL TESTING SHALL BE CONDUCTED BY THE CITY OF SURPRISE UTILITIES DIVISION.
- ALL POTABLE WATER CONNECTIONS MUST BE DISCONNECTED PRIOR TO CONSTRUCTION OF THE RECLAIMED WATER SYSTEM.
- RECLAIMED WATER LINES SHALL BE DISINFECTED AND TESTED AS DETAILED IN ADEQ ENGINEERING BULLETIN #8.
- RECLAIMED WATER LINES SHALL BE FLUSHED AND TESTED USING POTABLE WATER AND MUST MAINTAIN AN AIR GAP BETWEEN THE POTABLE WATER AND RECLAIMED WATER AT ALL TIMES, ACCORDING TO AAC R18-4-215(E).
- CROSS CONNECTION TESTING SHALL BE REQUIRED PRIOR TO RECEIVING RECLAIMED WATER.
- ALL PIPE VALVES, AIR RELIEF VALVES, PRESSURE REDUCING VALVES, PUMPS, CONTROL VALVES, METER BOX LIDS, METER BOX INTERIORS, AND ANY OTHER APPURTENANCES OF THE RECLAIMED WATER SYSTEM SHALL BE PAINTED PURPLE (PANTONE NO. 512) OR HAVE PURPLE COLOR INTEGRATED INTO THE MATERIAL.
- ALL FLANGED SIDE OUTLETS, DRAIN VALVE ASSEMBLIES, BLOW OFF VALVE ASSEMBLIES, SAMPLING TAPS, AND AIR OR VACUUM RELEASE VALVES AND BACKFLOW PREVENTION ASSEMBLIES SHALL HAVE AN ATTACHED SIGN OR TAG READING 'RECLAIMED WATER - DO NOT DRINK'.

CITY OF SURPRISE RECLAIMED WATER SYSTEM MATERIAL
SPECIFICATION NOTES:

- DISTRIBUTION:** POLYVINYL CHLORIDE (PVC) PRESSURE PIPE IN ACCORDANCE WITH AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARD C900, PRESSURE CLASS 200, DR=14, ELASTOMERIC - GASKET BELL - END OR DUCTILE IRON PIPE EQUIVALENT. ALL PIPES TWELVE (12) INCHES OR GREATER IN DIAMETER ARE REQUIRED TO BE DUCTILE IRON PIPE. ALL PIPES SHALL BE PAINTED PURPLE (PANTONE NO. 512) OR HAVE PURPLE COLOR INTEGRATED INTO THE MATERIAL.
- REQUIRED MINIMUM PRESSURE CLASSES FOR DUCTILE IRON PIPE:**
24" = PR CLASS 200
20" = PR CLASS 250
16" = PR CLASS 250
12" = PR CLASS 350
6" = PR CLASS 350
- DISTRIBUTION FITTINGS:** PUSH-ON OR MECHANICAL JOINT IN ACCORDANCE WITH MAG SECTION 750 OR MAG SECTION 630 AS APPLICABLE.
- WATER LINE VALVE:** MUELLER, CLOW, OR WATEROUS RESILIENT WEDGE SEALED GATE VALVE IN ACCORDANCE WITH MAG SECTION 630.3 WITH VALVE BOX, COVER AND LOOKING DEBRIS CAP IN ACCORDANCE WITH MAG DETAILS 391-1, TYPE 'C', 392 AND CITY OF SURPRISE DETAIL 6-24.
- RECLAIMED SERVICE:** TAPS, PIPES AND FITTINGS FOR RECLAIMED WATER SERVICE THROUGH A TWO (2) INCH SIZE SHALL BE IN ACCORDANCE WITH CITY OF SURPRISE STANDARD DETAIL 6-20 AND SHALL BE PURPLE PIPE.
- ALL OTHER ITEMS:** IN ACCORDANCE WITH MAG SPECIFICATIONS. ALL PIPE VALVES, AIR RELIEF VALVES, PRESSURE REDUCING VALVES, PUMPS, CONTROL VALVES, METER BOX LIDS, METER BOX INTERIORS, AND ANY OTHER APPURTENANCES OF THE RECLAIMED WATER SYSTEM SHALL BE PAINTED PURPLE (PANTONE NO. 512) OR HAVE PURPLE COLOR INTEGRATED INTO THE MATERIAL.



DETAIL 1
MANHOLE SERVICE TAP DETAIL

ESTIMATED WATER QUANTITIES

- INSTALL 8" PVC CLASS 200 WATERLINE. BACKFILL, BEDDING, COMPACTION, MARKER BALLS AND MARKING TAPE PER MAG STD DTL 200-1 & COS EDS 6.13 WITH A MINIMUM COVER OF 3'
- INSTALL 1" WATER SERVICE & METER BOX PER CITY OF SURPRISE STD DTL 6-05 SEE ATTACHED REVERSE DETAIL
- INSTALL 8" VALVE BOX AND COVER PER MAG STD DTL 391-1, TYPE 'C'
- INSTALL 6" FIRE HYDRANT (COMPLETE) PER CITY OF SURPRISE STD DTL 6-09
- INSTALL 8" X 8" TEE WITH THRUST BLOCKS PER MAG STD DTL 380
- INSTALL 8" X 22.5" BEND WITH THRUST BLOCKS PER MAG STD DTL 380
- INSTALL 8" X 45" BEND WITH THRUST BLOCKS PER MAG STD DTL 380
- INSTALL 8" X 90" BEND WITH THRUST BLOCKS PER MAG STD DTL 380
- INSTALL 8" X 8" X 8" CUT-IN TEE PER MAG SPECIFICATION 610.10 WITH THRUST BLOCKS PER MAG STD DTL 380
- INSTALL 8" X 12" TAPPING SLEEVE AND VALVE PER MAG STD DTL 340 AND 391-1, TYPE 'C'
- VERTICALLY REALIGN WATER PER DETAIL 2 ON SHEET ULO2
- INSTALL 1" LANDSCAPE SERVICE, METER BOX AND BACKFLOW PREVENTION PER CITY OF SURPRISE STD DTL 6-05 & 6-13
- INSTALL 1.5" LANDSCAPE SERVICE, METER BOX AND BACKFLOW PREVENTION PER CITY OF SURPRISE STD DTL 6-05 & 6-13
- INSTALL 8" D.I.P. CLASS 50 WATERLINE. BACKFILL, BEDDING, COMPACTION, MARKER BALLS, AND MARKING TAPE PER MAG STD DTL 200-1 & COS EDS 6.13 WITH A MINIMUM COVER OF 3'

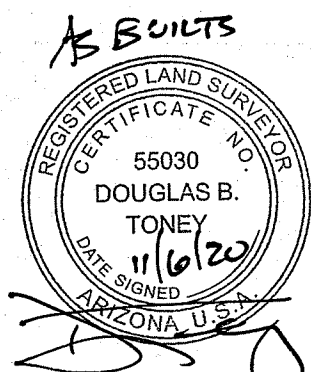
ESTIMATED SEWER QUANTITIES

- INSTALL 8" PVC SEWER PER ASTM D-3034, SDR 35, BACKFILL, BEDDING, COMPACTION, MARKER BALLS AND MARKING TAPE PER MAG STD DTL 200-1 & COS EDS SECTION 7.7
- INSTALL 4" DIA. CONCRETE MANHOLE PER MAG STD DTL 420-1 WITHOUT STEPS, WITH 24" FRAME & COVER PER MAG STD DTL 423-1 AND CITY OF SURPRISE STD DTL 7-01
- INSTALL 5' DIA. CONCRETE MANHOLE PER MAG STD DTL 420-1 WITHOUT STEPS, WITH 30" FRAME & COVER PER MAG STD DTL 423-2 AND CITY OF SURPRISE STD DTL 7-01
- INSTALL 4" PVC SDR-35 SEWER BUILDING CONNECTION PER MAG STD DTL 440-1 TYPE A. STAMP CURB PER MAG STD DTL 440-4
- INSTALL 4" PVC SDR-35 SEWER BUILDING CONNECTION, TAP IN MANHOLE, PER DETAIL 1 ON SHEET ULO2. STAMP CURB PER MAG STD DTL 440-4

ESTIMATED PAVING QUANTITIES

- SAWCUT, REMOVE AND REPLACE PAVEMENT PER MAG STD DTL 200-1 AND COS EDS 6.13
- SAWCUT, REMOVE AND REPLACE CONCRETE CURB, GUTTER & SIDEWALK
- SAWCUT, REMOVE AND REPLACE SINGLE CURB PER MAG STD DTL 222 TYPE "A"

NOTE:
ESTIMATED QUANTITIES ARE NOT FOR BIDDING PURPOSES. CONTRACTORS SHALL BASE THEIR BID ON THEIR OWN QUANTITY TAKEOFFS.



BOWMAN CONSULTING GROUP
1295 W. WASHINGTON ST., SUITE 108
TEMPE, AZ 85281



Bowman
CONSULTING

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Glendale, Arizona 85305
Phone: (480) 623-8830
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NOTES & DETAILS
W RANCH

PROJECT NUMBER

PLAN STATUS

DATE DESCRIPTION
KE ORS JEC
DESIGN DRAWN CHKD
SCALE H: N.T.S.
V: N.T.S.

JOB No. 050913-01-001
DATE: 01/28/20

UL02
SHEET 02 OF 09

1519-828

AS-BUILT



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 7, 2021
Submitting Department: Public Works
Staff Recommendations: None

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

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

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado N. 147th Avenue and Happy Valley Road Phase 1, generally located at N. 147th Avenue and Happy Valley Road; Resolution # 2021-100.

Motion:

I move to approve Resolution No. 2021-100.

Background:

The Public Works Department conducted the final inspection of the public improvements for Rancho Mercado N. 147th Avenue and Happy Valley Road Phase 1, generally located at N. 147th Avenue and Happy Valley Road, on or about February 28, 2020 totaling 17,285 SY (approximately 5,989 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, 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 \$1,329,823.50.

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 2021-100 Acceptance HVR and 147 Ave-final
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign Off Form
 4. 04_linear Foot Verification
-

RESOLUTION # 2021-100

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 RANCHO MERCADO N. 147TH AVENUE AND W. HAPPY VALLEY ROAD PHASE 1, GENERALLY LOCATED AT N. 147TH AVENUE AND W. HAPPY VALLEY ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a map of dedication entitled "147th Avenue" on February 20th, 2018;

WHEREAS, William Lyon Homes, Inc., a California Corporation, the developer of Rancho Mercado N. 147th Avenue, dedicated to the City the street and public utility improvements, generally located at N. 147TH Avenue south of W. Yearling Road;

WHEREAS, the City Manager of the City of Surprise approved a dedication of public right of way for a portion of N. 147th Avenue on August 18, 2017;

WHEREAS, Estrella Freeway/Lake Pleasant Limited Partnership, an Arizona Limited Partnership, dedicated to the City the right of way along N. 147th Avenue for public use, generally located north of Happy Valley Road;

WHEREAS, the Mayor and City Council of the City of Surprise approved a dedication of public right of way for a portion of N. 147th Avenue on September 14th, 2019;

WHEREAS, George J. & Arlene G. Kamarata Trust dedicated to the City the right of way along N. 147th Avenue for public use, generally located north of Happy Valley Road;

WHEREAS, the Mayor and City Council of the City of Surprise approved a dedication of public right of way for a portion of N. 147th Avenue on December 16th, 2019;

WHEREAS, RM 47, LLC, an Arizona Limited Liability Company, dedicated to the City the right of way along N. 147th Avenue for public use, generally located north of Happy Valley Road;

WHEREAS, the Mayor and City Council of the City of Surprise approved a dedication of public right of way for a portion of N. 147th Avenue and Happy Valley Road on May 18, 2018;

WHEREAS, the State of Arizona, granted to the City the right of way along N. 147th Avenue and Happy Valley Road for public use, generally located at N. 147th Avenue and Happy Valley Road;

WHEREAS, the Mayor and City Council of the City of Surprise approved a dedication of public right of way for a portion of N. 147th Avenue on December 16, 2019;

WHEREAS, Sunbelt Land Investment Limited Partnership, dedicated to the City the right of way along N. 147th Avenue for public use, generally located north of Happy Valley Road;

WHEREAS, the Mayor and City Council of the City of Surprise approved a dedication of public right of way for a portion of N. 147th Avenue on August 17, 2021;

WHEREAS, KAX Limited Liability Corporation dedicated to the City the right of way along N. 147th Avenue for public use, generally located north of Happy Valley Road;

WHEREAS, the Mayor and City Council of the City of Surprise approved a dedication of public right of way for a portion of N. 147th Avenue on August 17, 2021;

WHEREAS, Harrison David A IV/Merrian Pegeth dedicated to the City the right of way along N. 147th Avenue for public use, generally located north of Happy Valley Road;

WHEREAS, on or about February 18, 2020, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

WHEREAS, the City of Surprise notes that the 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:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

RANCHO MERCADO HAPPY VALLEY ROAD AND 147TH AVENUE

Exhibit A

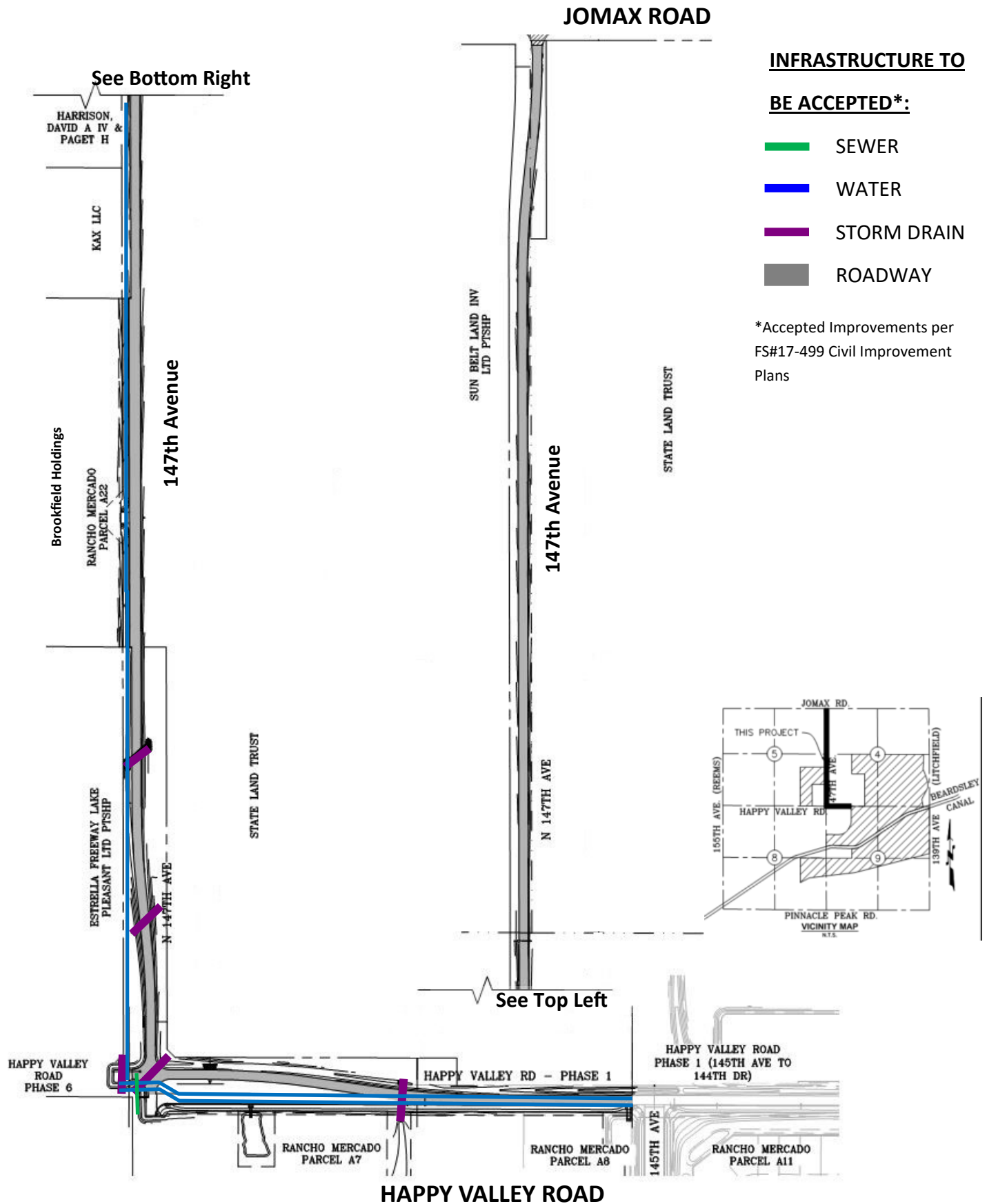


EXHIBIT B

List and Cost of Improvements



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: 3/30/2020

Re: Rancho Mercado – N. 147th Avenue and W. Happy Valley Road Phase 1

The public improvements for the above project have been completed and are tentatively scheduled for the April 21, 2020 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

- City Paving - \$587,451.50
- City Concrete - \$163,555.75
- City Storm Drain - \$53,524.60
- City Water - \$483,679.40
- City Sewer - \$41,612.25
- **Total - \$1,329,823.50**

March 02, 2020

William Lyon Homes
8840 E Chaparral Rd, Suite 200
Scottsdale, AZ 85250

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RANCHO
MERCADO PH 1 HAPPY VALLEY RD & 147 AVE – FS17-499**

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

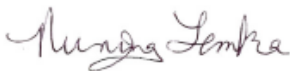
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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

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

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

Sincerely,



Nuning Lemka, P.E.
Engineering Manager

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

Mike Gent, Public Works Director
John McFarland, Public Works Streets Manager
Jonathan Gake, Finance
Michael Boule, Assistant PW Director/Operations
William Valdez, Civil Inspector



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 2/26/2020 _____ Commercial _____ Commercial w/Offsite XX Residential

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

9/10/2019 Date of Punch-List Walk 12/11/2019 Date Punch-List Completed

FS Number: FS17-499 Permit Number(s): E18P-0050,E18P-0051,E18P-0052,E18P-0053,E18P-0054

Project Name: Rancho Mercado Phase 1, 147th Ave to 145th Ave, 147th Ave from Happy Valley Rd to Jomax Rd

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

William Lyon Homes, 8840 E. Chaparral Rd, Suite 200, Scottsdale, Arizona 85250 480-893-1000

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
147th Ave	Arterial	Jomax Rd	Happy Valley Rd	2	3/4	
Happy Valley Rd	Arterial	147th Ave	145th Ave	2	1/4	

MATERIALS:

Asphalt: MR Tanner Supplier 2 Total Lane Miles 18,932 Total Square Yards

Water: 8" C-900 Size/Type 31 Total Linear Feet 12" DIP Size/Type 2,656 Total Linear Feet

16" DIP Size/Type 1,592 Total Linear Feet 20" DIP Size/Type 1,206 Total Linear Feet

Sewer: 12" PVC Size/Type 72 Total Linear Feet 18" PVC Size/Type 55 Total Linear Feet

21" PVC Size/Type 120 Total Linear Feet _____ Size/Type _____ Total Linear Feet

Storm: 24" RGRCP Size/Type 564 Total Linear Feet _____ Size/Type _____ Total Linear Feet

_____ Size/Type _____ 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 AOC

N/A Final Certification Letter from Engineer of Record XX Asphalt Concrete Ticket w/ Name of Contractor

XX Complete Geotechnical Testing Packet XX Streetlight Energize Letter

XX Sewer Pressure Testing Results XX As built Documents (PDF copy on CD)

XX Sewer Manhole Vacuum Testing Certification XX As Built Documents in PDF format (copy on CD)

XX Sewer Manhole Insecticide Certification N/A Updated asbuilt CAD base files (copy on CD)

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

_____ Other Sheet 1 _____ (Specify)

APPROVAL:

Civil Inspector: William Valdez

Date: 2/26/2020

Civil Engineering Supervisor: [Signature]

Date: 02/28/2020

	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
y Road Ph1	W. Happy Valley Road	N	2	0	0	679.0	0.13	0.25	0.2
y Road Ph1	W. Happy Valley Road	N	4	0	0	493.0	0.09	0.25	0.3
y Road Ph1	N. 147th Avenue	Y	2	0	0	4817.0	0.91	1	1.8
					Total	5989.0			



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 7, 2021
Submitting Department: Public Works
Staff Recommendations: None

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

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

Consideration and action declaring the city's intent to establish a lighting improvement district entitled, "City of Surprise, Arizona, SU-147AveNHapVal194" for the purpose of purchasing facilities and energy for lighting the public streets and parks pursuant to A.R.S. § 48-616; Resolution # 2021-120.

Motion:

I move to approve Resolution No. 2021-120.

Background:

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

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

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

Objective Analysis:

A Street Light Improvement District (SLID) is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for the Rancho Mercado Parcel A22 development.

Policy Compliant:

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

consistent with these objectives.

Financial Impact:

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

Budget Impact:

Funding was not included as part of the FY2022 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2022, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2023, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Res 2021-120 SLID Rancho Mercado Parcel A22
 2. 02 SLID Petition RM Parcel A22 - FS20-644
 3. 03 Streetlight Plan RM Par A22_FS20-644
 4. 04 Council Map RM Parcel A22 FS20-644
-

RESOLUTION # 2021-120

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF EQUAL APPORTIONMENT OF TAXES BASED ON THE NUMBER AND CLASSIFICATION OF PROPERTIES WITHIN THE DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, SU-147AVENHAPVAL194 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

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

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

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

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

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

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, SU-147AVENHAPVAL194 LIGHTING IMPROVEMENT DISTRICT."

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

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

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of an equal apportionment of taxes based on the number and classification of properties within the District to be known and designated as "City of Surprise, Arizona *Su-147AveNHapVal194* Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this __ day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



ONE COMPANY.
INFINITE SOLUTIONS.

EXHIBIT "A"
STREET LIGHT IMPROVEMENT DISTRICT
SU-147AVENHAPVAL194
CITY OF SURPRISE, ARIZONA

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, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" ALUMINUM CAP STAMPED MARICOPA COUNTY RLS 35832 2003, ACCEPTED AS THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 2" ALUMINUM CAP STAMPED LS 33307 2011, ACCEPTED AS THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS S00°07'05"E A DISTANCE OF 2645.63 FEET;

THENCE, ALONG THE EAST LINE OF SAID SECTION 5, S00°07'05"E A DISTANCE OF 660.02 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG THE EAST LINE OF SAID SECTION 22, S00°07'05"E A DISTANCE OF 881.27 FEET;

THENCE, LEAVING THE EAST LINE OF SAID SECTION 5, N89°36'55"W A DISTANCE OF 710.03 FEET;

THENCE, S00°07'05"E A DISTANCE OF 1104.34 FEET TO THE SOUTH LINE OF SAID SECTION 5;

THENCE, ALONG THE SOUTH LINE OF SAID SECTION 5, N89°36'55"W A DISTANCE OF 603.44 FEET;

THENCE, LEAVING THE SOUTH LINE OF SAID SECTION 5, N00°02'31"W A DISTANCE OF 1983.88 FEET;

THENCE, S89°41'23"E A DISTANCE OF 1310.83 FEET TO THE POINT OF BEGINNING.



ONE COMPANY.
INFINITE SOLUTIONS.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 1,820,129 SQUARE FEET OR 41.784 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
OCTOBER 29TH, 2020



A handwritten signature in blue ink, appearing to read "J. G. Spring", written over the professional seal.

EXHIBIT "B"
STREET LIGHT IMPROVEMENT DISTRICT
SU-147AVENHAPVAL194
CITY OF SURPRISE, ARIZONA

EAST QUARTER CORNER SECTION 5, T.4N., R.1W.,
FOUND 2" ALUMINUM CAP STAMPED MARICOPA COUNTY
RLS 35832 2003 "POINT OF COMMENCEMENT"

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°36'55"W	710.03'

SOUTH QUARTER CORNER
SECTION 5, T.4N., R.1W.,
FOUND 2" ALUMINUM CAP
STAMPED RLS 36562

N89°36'55"W 2626.94'
HAPPY VALLEY RD

SOUTHEAST CORNER
SECTION 5, T.4N., R.1W.,
FOUND 2" ALUMINUM CAP
STAMPED LS 33307 2011



Scale: 1"=500'

JOB NO. 09001944 DATE: 10-29-2020 SHEET 3 OF 3



EXHIBIT "B"
STREET LIGHT IMPROVEMENT DISTRICT
SU-147AVENHAPVAL194
CITY OF SURPRISE, ARIZONA

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

Expenses of the District shall be paid by the levy and collection of an equal apportionment of taxes based on the number and classification of properties within the District.

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

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

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

SU-147AveNHapVal194

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
BROOKFIELD HOLDINGS MERCADO, LLC TROY WAHLBERG	RANCHO MERCADO PARCEL A22	503-54-006M	



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

AVAILABILITY

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

DESCRIPTION

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

TIME PERIODS

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

CHARGES

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

I. FIXTURES (Includes Mounting Arm, if Applicable)

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



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

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



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

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



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

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

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



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

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

NOTES:

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



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

II. POLES

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



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

II POLES (cont)

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

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

III. ANCHOR BASE

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



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

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

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

V. DETERMINATION OF CHARGES FOR NEW EQUIPMENT

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

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



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

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

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

TRIP CHARGE

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

ADJUSTMENTS

The bill will include the following adjustments:

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

SERVICE DETAILS

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



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

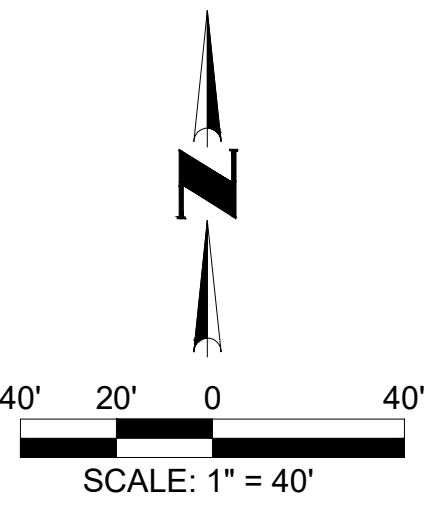
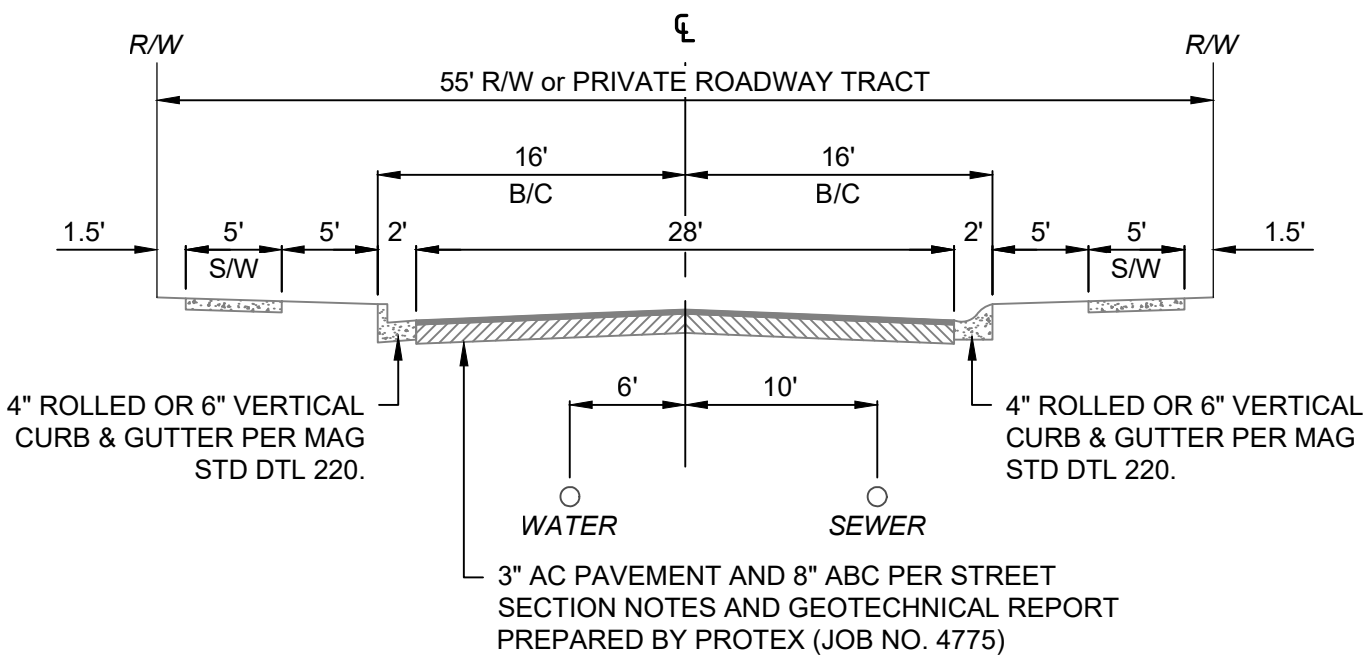
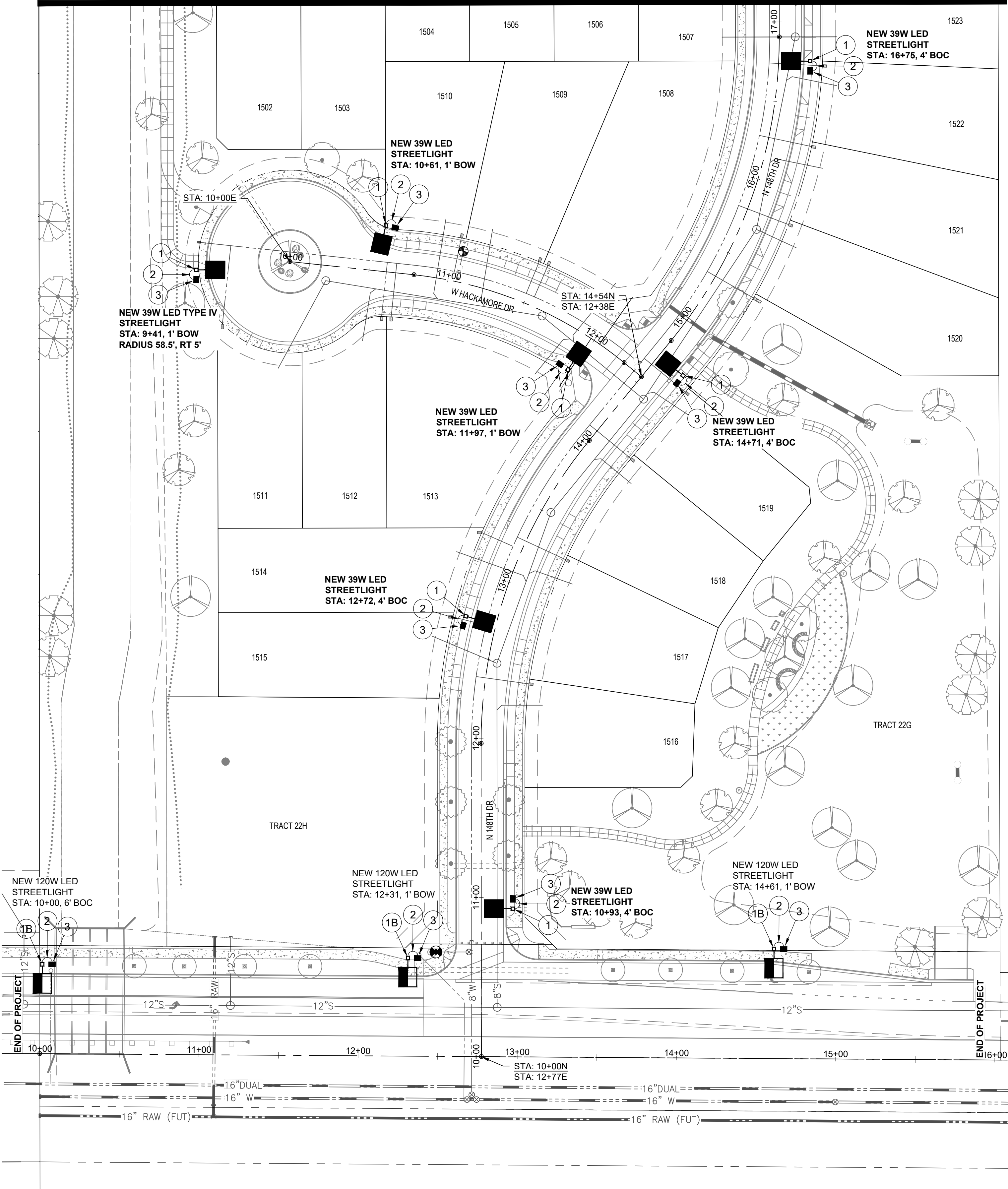
2. The Customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by Customer.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

RANCHO MERCADO
PARCEL A22 STREETLIGHT PLANS
SURPRISE, ARIZONA

MATCH LINE "A"
SEE SHEET 3

DETAILS AND LEGEND FOR STREETLIGHTS:

- 1 INSTALL ONE 39W, 4900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM, SEE DETAIL 1. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
- 1A INSTALL ONE 96W, 11500 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 38'-0" SQUARE POLE MOUNTED AT 31'-6" WITH ONE SINGLE 4'-0" MAST ARM, SEE DETAIL 1. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
- 1B INSTALL ONE 120W, 16000 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 38'-0" SQUARE POLE MOUNTED AT 40'-0" WITH ONE SINGLE 8' X 8' MAST ARM, SEE DETAIL 1. POLE SHALL BE LOCATED 6' BACK OF CURB OR 1' BACK OF WALK.
- 2 INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
- 3 INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
- FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- FIRE HYDRANT LOCATION PER CIVIL PLANS



CALL TWO WORKING DAYS
BEFORE YOU DIG
602-288-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

RANCHO MERCADO
PARCEL A22
LIGHTING LAYOUT
STREET LIGHT PLANS

HORNS CONSULTING, LLC 1243 E. MURIEL DRIVE PHOENIX, ARIZONA 85022 PHONE: (602) 256-8990 www.hornsconsulting.com			
DESIGNED BY:	DH	08/21/2020	
DRAWN BY:	DH	08/21/2020	
REVIEWED BY:	GL	08/21/2020	

SHEET 2 OF 7

20S020
1-800-STAKE-IT

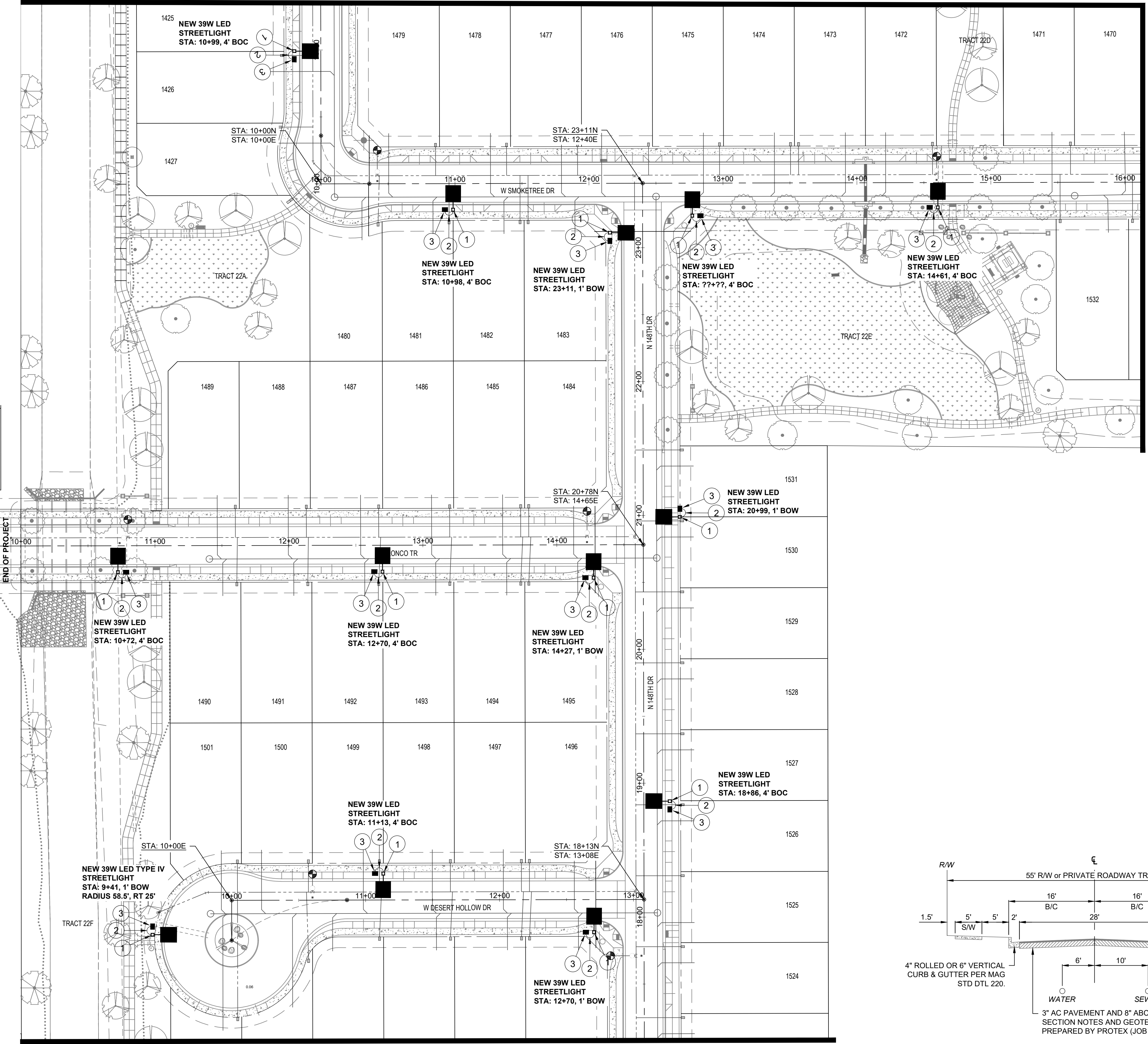
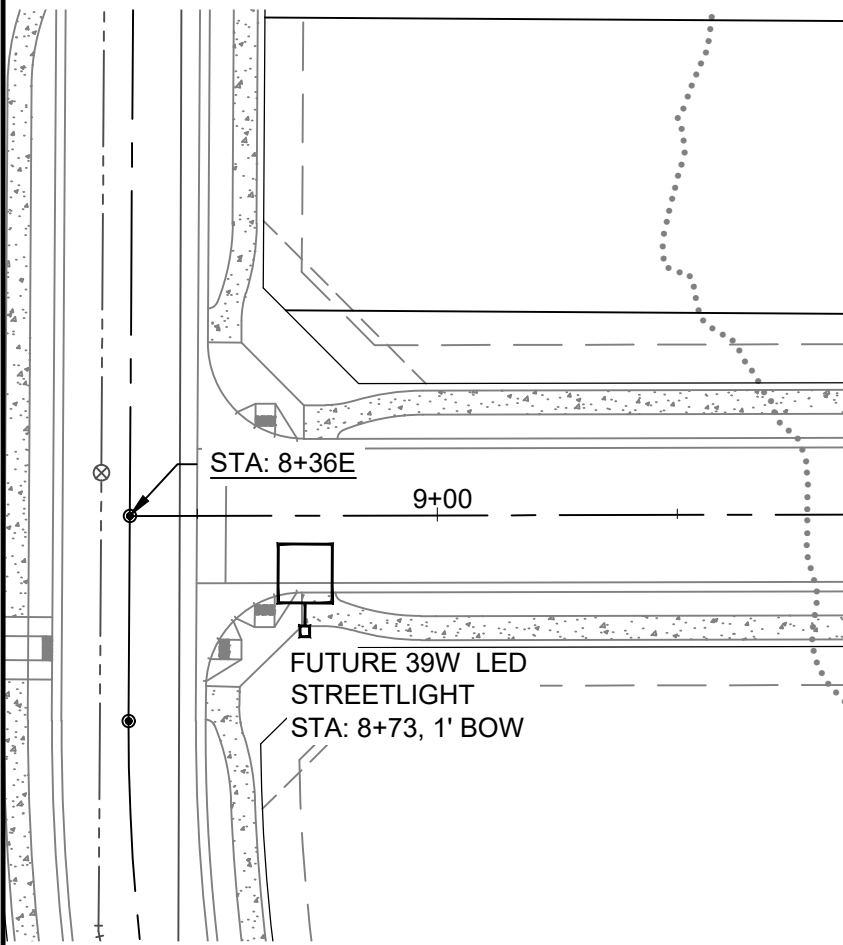
RANCHO MERCADO
PARCEL A22 STREETLIGHT PLANS
SURPRISE, ARIZONA

MATCH LINE "B"
SEE SHEET 4

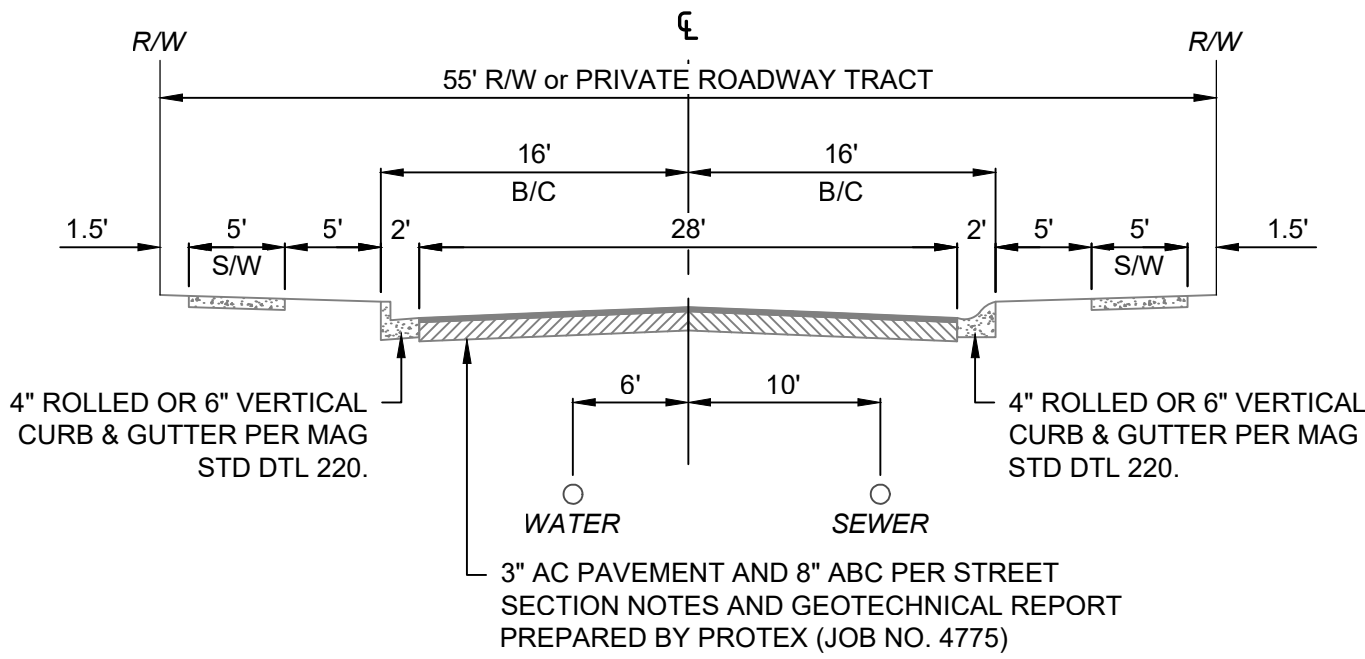
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- 1B INSTALL ONE 120W, 16000 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 38'-0" SQUARE POLE MOUNTED AT 40'-0" WITH ONE SINGLE 8' X 8' MAST ARM, SEE DETAIL 1. POLE SHALL BE LOCATED 6' BACK OF CURB OR 1' BACK OF WALK.
- 2 INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
- 3 INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
- FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- FIRE HYDRANT LOCATION PER CIVIL PLANS

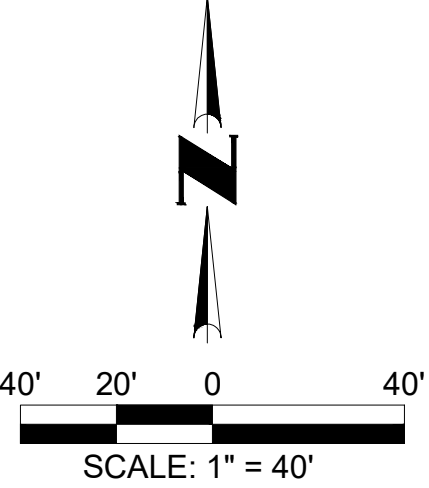
MATCH LINE "B"
SEE SHEET 4



MATCH LINE "A"
SEE SHEET 2



LOCAL STREET
LOOKING NORTH OR EAST
SCALE: N.T.S.



CALL TWO WORKING DAYS
BEFORE YOU DIG
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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

RANCHO MERCADO
PARCEL A22
LIGHTING LAYOUT
STREET LIGHT PLANS

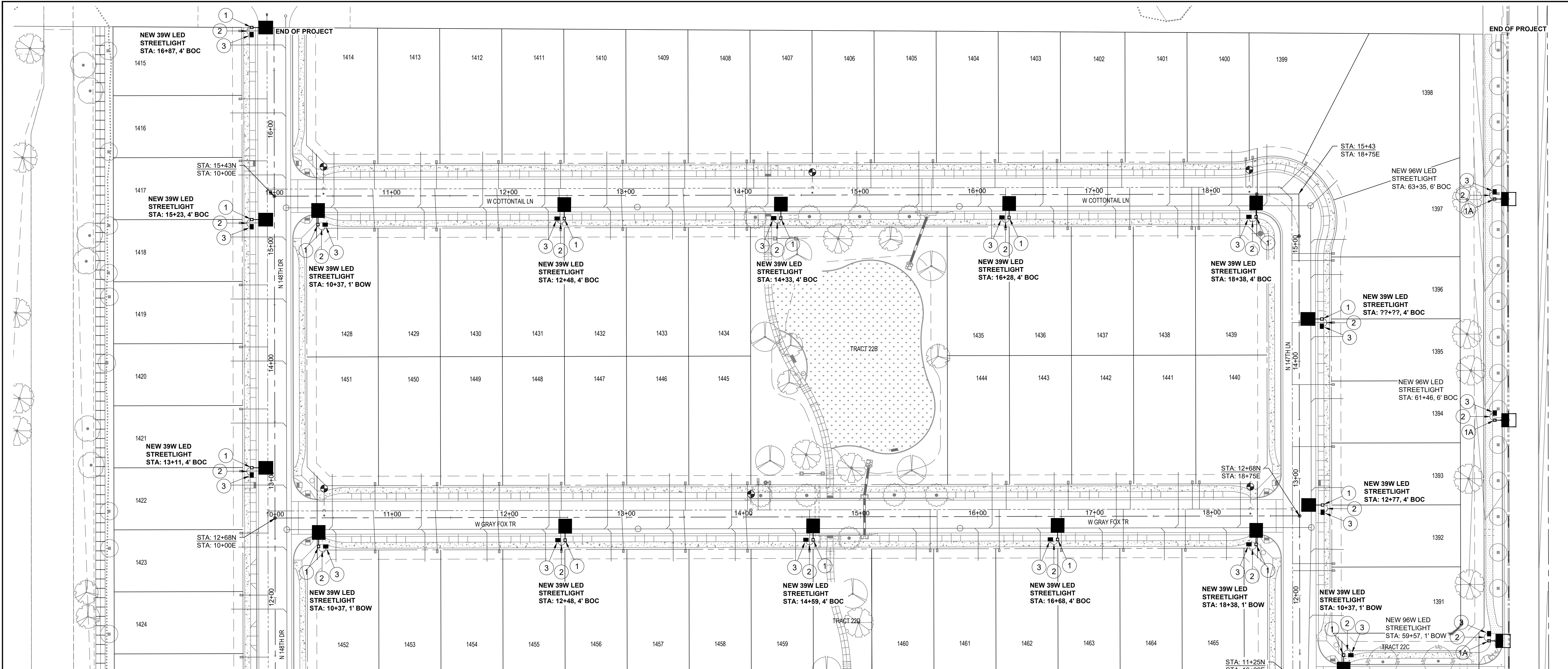
HORNS CONSULTING, LLC
1243 E. MURIEL DRIVE
PHOENIX, ARIZONA 85022
PHONE: (602) 256-8990
www.hornsconsulting.com

NO.	REVISIONS	BY	DATE
1	CIVIL UPDATES	DH	05/12/21
2	DEV. COMMENTS	DH	01/25/21
3	CITY COMMENTS	DH	12/14/20

SHEET
3 OF 7

Contact: Doug Horning/Greg Larson, P.E.
Horns Consulting Project # 20SL020
Designed By: DH 08/21/2020
Drawn By: DH 08/21/2020
Reviewed By: GL 08/21/2020

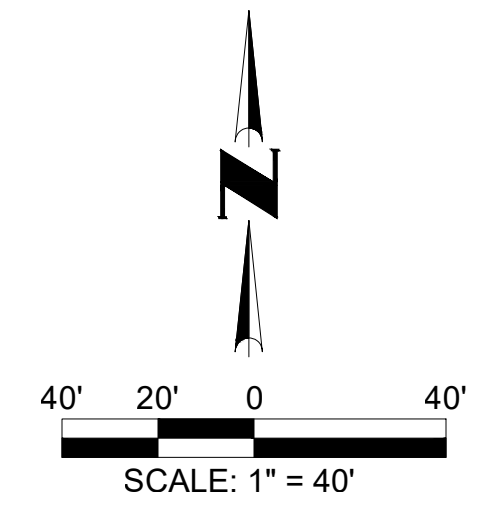
Professional Engineer
28582
GREG LARSON
ARIZONA U.S.A.



MATCH LINE "B"
SEE SHEET 3

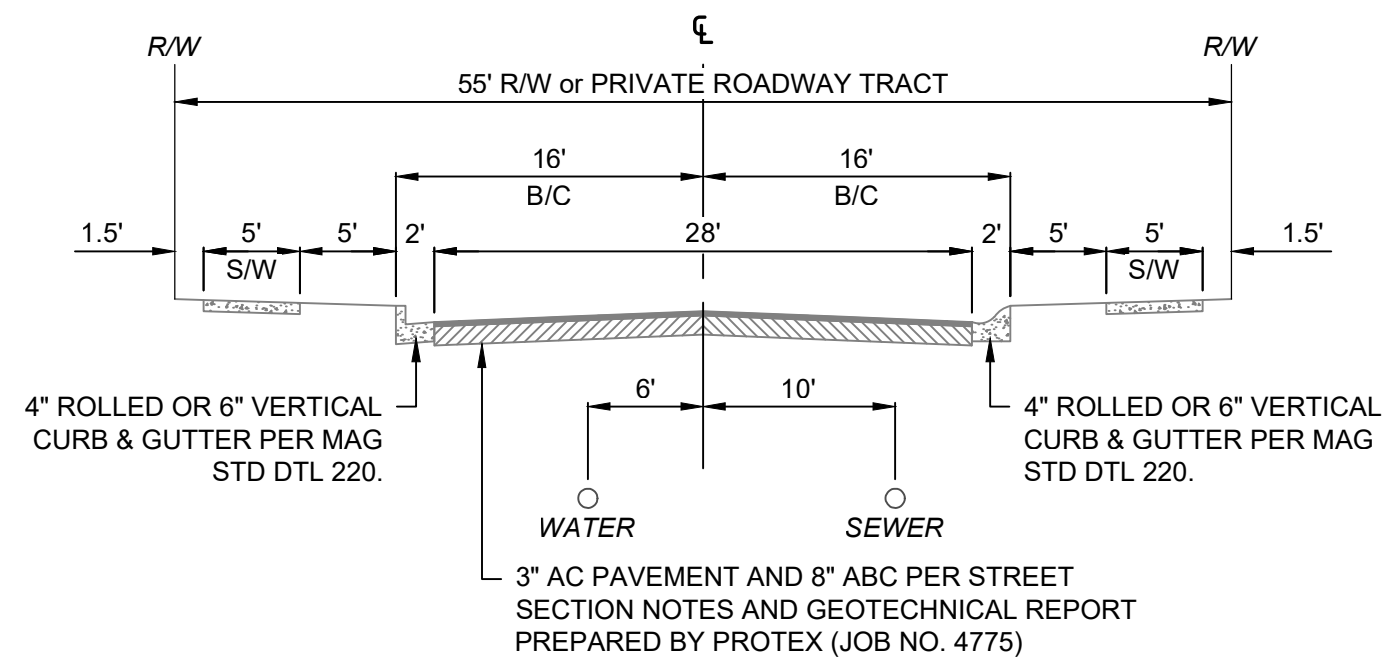
RANCHO MERCADO PARCEL A22 STREETLIGHT PLANS SURPRISE, ARIZONA

MATCH LINE "B"
SEE SHEET 3



CALL TWO WORKING DAYS
BEFORE YOU DIG
602-233-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

- DETAILS AND LEGEND FOR STREETLIGHTS:**
- 1. INSTALL ONE 39W, 4900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-0" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
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 - 2. INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
 - 3. INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
 - Future / Proposed single LED fixture on single pole as specified on design. (NOT TO BE INSTALLED.)
 - Fire hydrant location per civil plans



LOCAL STREET
LOOKING NORTH OR EAST
SCALE: N.T.S.

**RANCHO MERCADO
PARCEL A22
LIGHTING LAYOUT
STREET LIGHT PLANS**

HORNS CONSULTING, LLC
1243 E. MURIEL DRIVE
PHOENIX, ARIZONA 85022
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REVISIONS

NO.	REVISIONS	BY	DATE
1	CIVIL UPDATES	DH	05/12/21
2	DEV. COMMENTS	DH	01/25/21
3	CITY COMMENTS	DH	12/14/20

SHEET
4 OF 7

DESIGNED BY: DH 08/21/2020
DRAWN BY: DH 08/21/2020
REVIEWED BY: GL 08/21/2020

CONTACT: Doug Horning/Greg Larson, P.E.
Horns Consulting Project #: 20SL020

PROFESSIONAL ENGINEER
28582
GREG LARSON
ARIZONA U.S.A.

RANCHO MERCADO
PARCEL A22 STREETLIGHT PLANS
SURPRISE, ARIZONA

MATCH LINE "A"
SEE SHEET 6

PHOTOMETRICS STUDIES

(Studies results is in Illuminance)

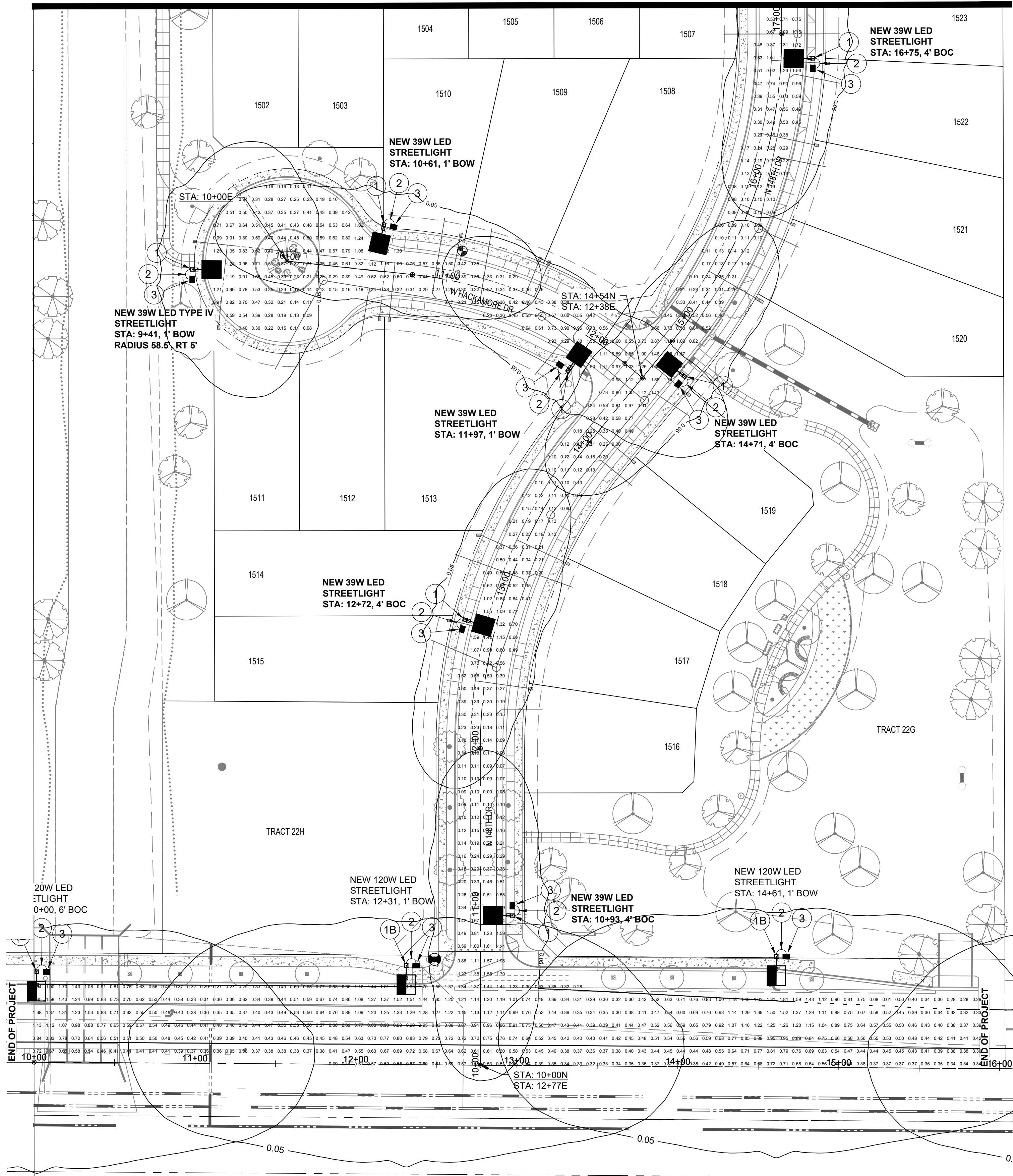
GE LIGHTING SOLUTIONS ERL1_05B330 -120-277V
GE LIGHTING SOLUTIONS-HENDERSOINVILLE NC USA test report no.
17072713 17072714 17072715
lamp(s): LEDs 757G-V1
candela file 'er11_05B330' -120-277V tcm201-129098.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 39
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 2, number luminaires= 2
kw all locations= 0.1

GE LIGHTING SOLUTIONS ERL1_05B330 -120-277V
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no.
17040524 17040525 17040526 17040722 17040723 17040724
lamp(s): LEDs 757G-V1
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number locations= 38, number luminaires= 38
kw all locations= 1.5

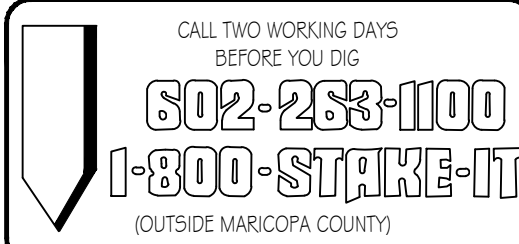
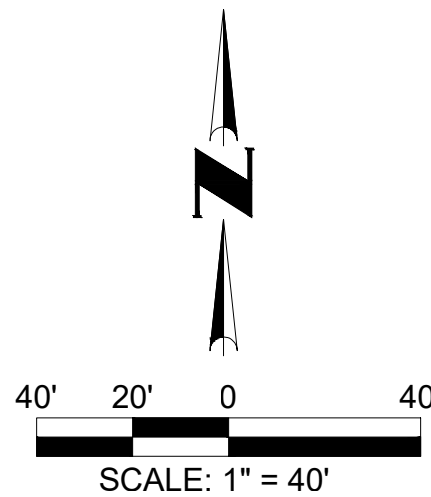
GE LIGHTING SOLUTIONS ERLH_11C330
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no.
17041221 17041321 17041322 17041323 17041324 17041325
lamp(s): LEDs E21A
candela file 'er1h_11C330' tcm201-129274.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 96
Outreach (from mounting axis to photometric center)= 48 in
mounting height= 31.5 ft
number locations= 4, number luminaires= 4
kw all locations= 0.4

GE LIGHTING SOLUTIONS ERL2_16C330
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no.
17041221 17041321 17041322 17041323 17041324 17041325
lamp(s): LEDs E21A
candela file 'er12_16C330' tcm201-129178.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 120
Outreach (from mounting axis to photometric center)= 96 in
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number locations= 3, number luminaires= 3
kw all locations= 0.4

Rancho Mercado Parcel 22	147th Avenue	Happy Valley Road (Half Improve)
3011 points at z=0, sp 8ft by 8ft	452 points at z=0, sp 8ft by 8ft	472 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES	HORIZONTAL FOOTCANDLES	HORIZONTAL FOOTCANDLES
Average 0.51	Average 0.75	Average 0.69
Maximum 2.28	Maximum 2.28	Maximum 2.04
Minimum 0.06	Minimum 0.28	Minimum 0.27
Avg:Min 8.43	Avg:Min 2.69	Avg:Min 2.56
Max:Min 38.00	Max:Min 8.14	Max:Min 7.56
Coef Var 0.83	Coef Var 0.53	Coef Var 0.53
UnifGrad 2.72	UnifGrad 1.79	UnifGrad 1.70



- DETAILS AND LEGEND FOR STREETLIGHTS:**
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 - FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN, (NOT TO BE INSTALLED.)
 - FIRE HYDRANT LOCATION PER CIVIL PLANS



RANCHO MERCADO
PARCEL A22
PHOTOMETRICS
STREET LIGHT PLANS

HORNS CONSULTING, LLC
1243 E. MURIEL DRIVE
PHOENIX, ARIZONA 85022
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SHEET
5 OF 7
Contact: Doug Horning/Greg Larson, P.E.
Horns Consulting Project #: 20SL020
Designed By: DH 08/21/2020
Drawn By: DH 08/21/2020
Reviewed By: GL 08/21/2020

RANCHO MERCADO
PARCEL A22 STREETLIGHT PLANS
SURPRISE, ARIZONA

MATCH LINE "B"
SEE SHEET 7

DETAILS AND LEGEND FOR STREETLIGHTS:

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MATCH LINE "B"
SEE SHEET 7

PHOTOMETRICS STUDIES
(Studies results is in illuminance)

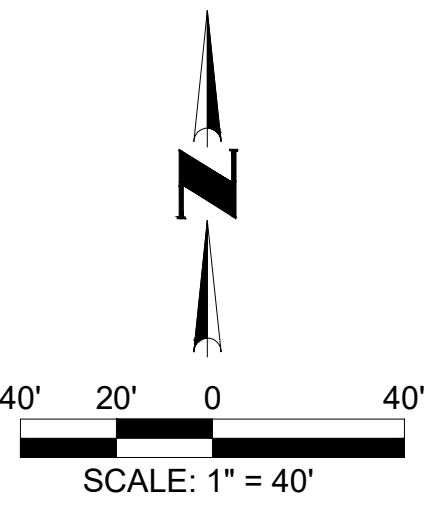
GE LIGHTING SOLUTIONS ERL1_05D330 -120-277V
GE LIGHTING SOLUTIONS-HENDERSONVILLE NC USA test report no. 17072713 17072714 17072715
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1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 120
Outreach (from mounting axis to photometric center)= 96 in
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Rancho Mercado Parcel 22 3011 points at z=0, sp 8ft by 8ft HORIZONTAL FOOTCANDLES	147th Avenue 452 points at z=0, sp 8ft by 8ft HORIZONTAL FOOTCANDLES	Happy Valley Road (Half Improve) 472 points at z=0, sp 8ft by 8ft HORIZONTAL FOOTCANDLES
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RANCHO MERCADO
PARCEL A22
PHOTOMETRICS
STREET LIGHT PLANS

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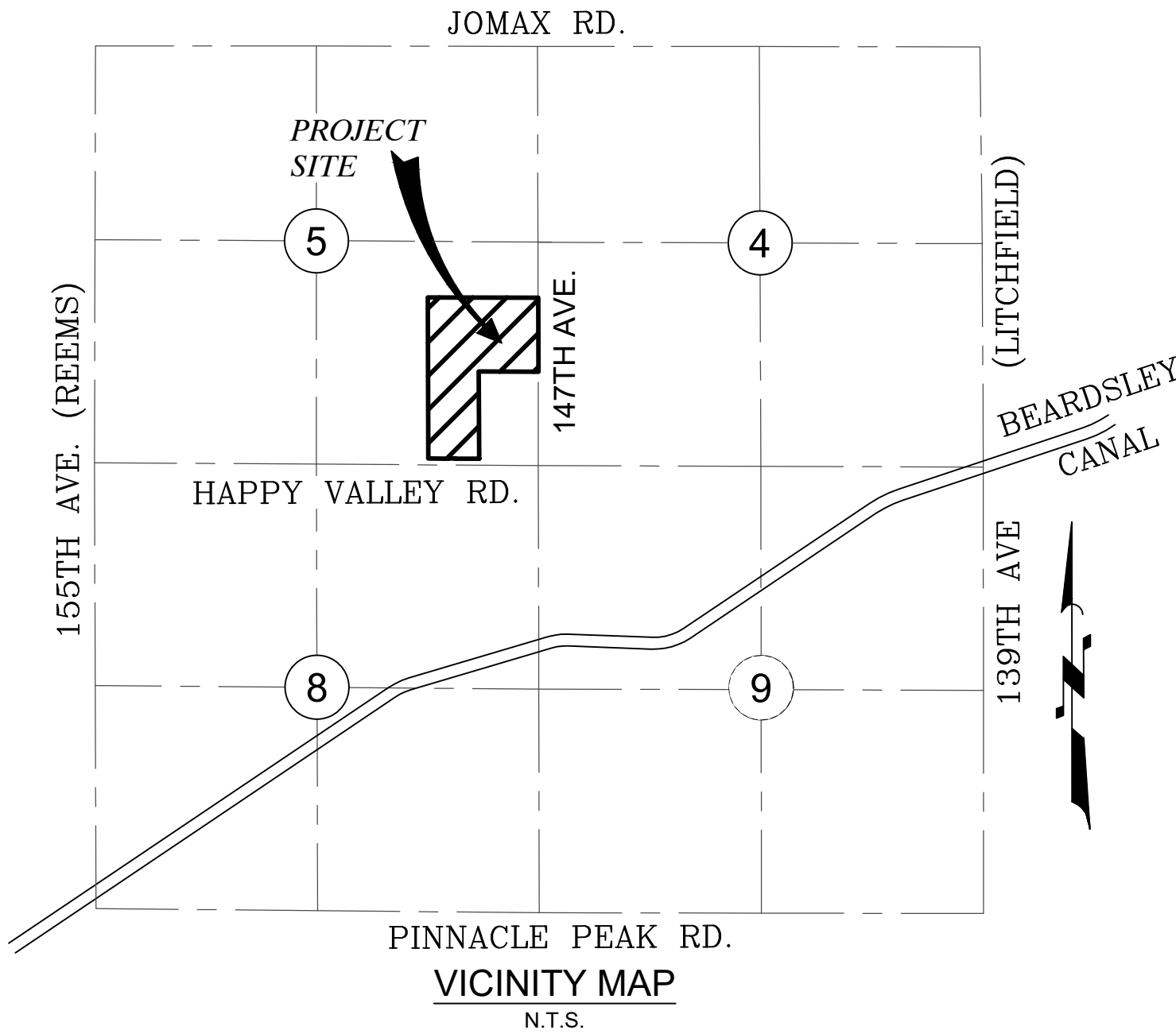
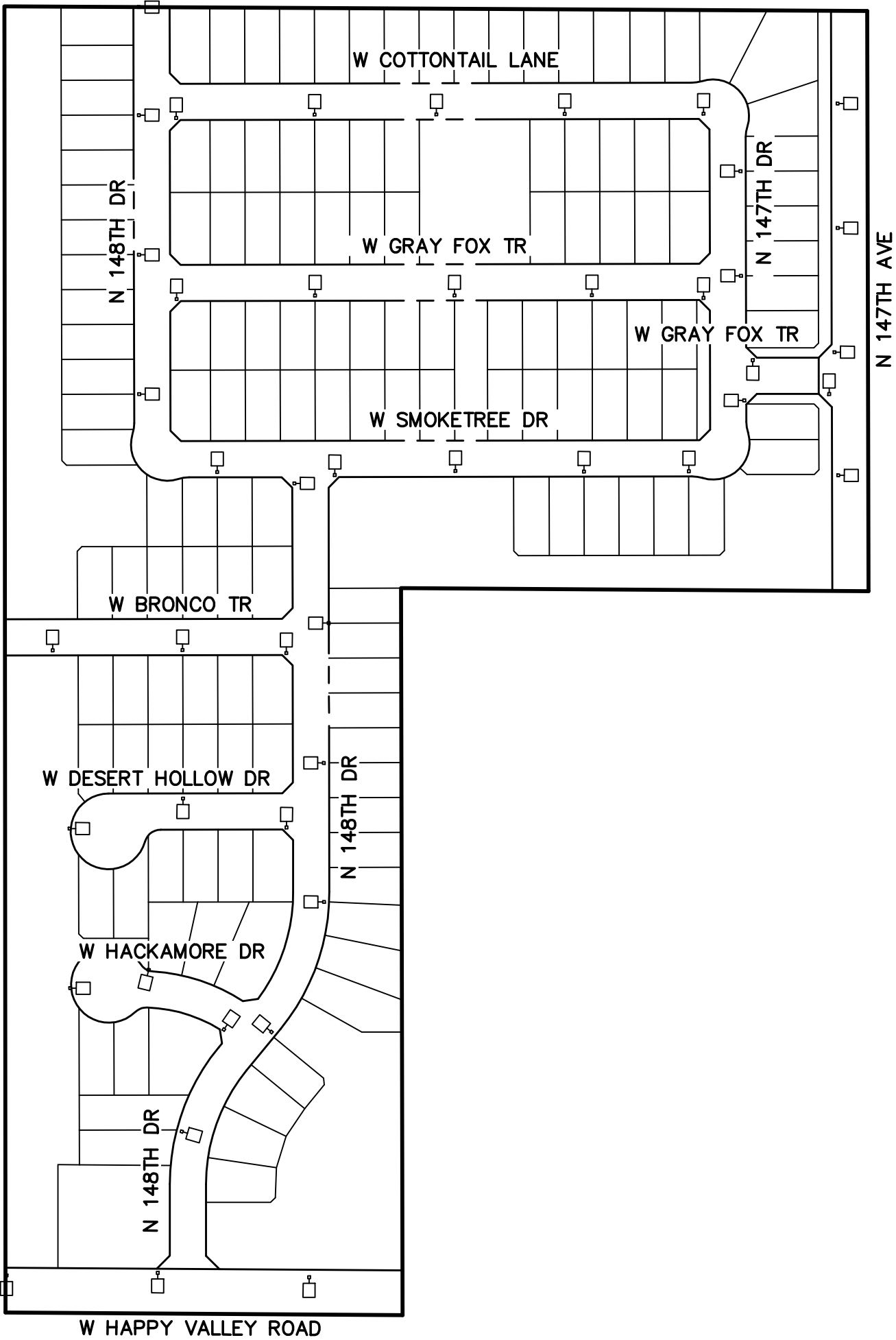
DESIGNED BY: DH	08/21/2020
DRAWN BY: DH	08/21/2020
REVIEWED BY: GL	08/21/2020

SHEET
6 OF 7
Contact: Doug Horning/Greg Larson, P.E.
Horns Consulting Project #: 20SL020
Designed By: DH 08/21/2020
Drawn By: DH 08/21/2020
Reviewed By: GL 08/21/2020

PRELIMINARY EXHIBIT
STREET LIGHT IMPROVEMENT DISTRICT
RANCHO MERCADO

LOCATED IN A PORTION OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

SU-147AVENHAPVAL194



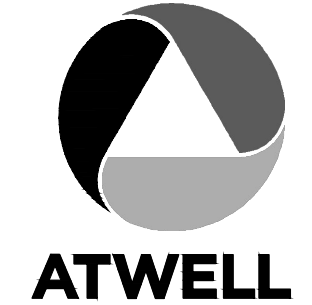
STREET LIGHTS
44 POLES (ESTIMATED)
ACTUAL POLE NUMBERS MAY VARY ±10%



PRELIMINARY EXHIBIT

RANCHO MERCADO UNIT 1
S.L.I.D.
CITY OF SURPRISE, ARIZONA

OCTOBER 2020



PM. J. SPRING
DR. J. DURAN
JOB NO.
09001944

SCALE 0 100 200
1" = 200 FEET

09001944 RW SLID EXHIBIT.DWG

SHEET NO.
1 OF 1

COUNTY: MARICOPA
SECTION: 5
TOWNSHIP: 4 NORTH
RANGE: 1 WEST





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 7, 2021

Contact Person: Danielle Osborne, HSCV
Administrator

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 approval of a Fiscal Year 2022 budget amendment moving budget authority in the amount of \$15,000 within the Municipal Art Fund from Contingency to project R12090 for the Surprise Aquatic Center Mural Expansion Project; Resolution # 2021-121.

Motion:

I move to approve Resolution #2021-121.

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 2, 2021 Arts & Cultural Advisory Commission meeting, unanimous approval was given for the proposed design. This item has been placed on the agenda to secure approval from the City Council for a budget amendment from contingency to the Municipal Arts Fund.

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:

Per Surprise Municipal Code Chapter 2, Article X Sec. 38-367, Expenditures from the Municipal Art Fund shall require City Council approval, and shall be made in accordance with a Public Art Program policy and any rules adopted in accordance therewith. This item is compliant with City and Council policy.

Financial Impact:

This item will allow for one-time expenditure up to \$15,000 for the Aquatic Center mural expansion.

Budget Impact:

This action requires a movement of budget authority in the amount of \$15,000 within the Municipal Art Fund from contingency to project R12090 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:

There is no FTE impact associated with this item.

ATTACHMENTS:

1. Aquatic Center Panel Recommendations (1)
 2. Res 2021-121 Budget Amendment Mural Expansion
-





RESOLUTION # 2021-121

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2022 BUDGET BY MOVING BUDGET AUTHORITY OF \$15,000 WITHIN THE MUNICIPAL ART FUND FROM CONTINGENCY TO PROJECT R12090 FOR THE SURPRISE AQUATIC CENTER MURAL EXPANSION PROJECT.

WHEREAS, 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;

WHEREAS, the Surprise Arts & Cultural Advisory Commission desires to expand upon the previously completed mural located on the Surprise Aquatic Center building;

WHEREAS, the FY2022 budget was adopted and did not include funding for the mural expansion;

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

WHEREAS, this action will necessitate a budget amendment.

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:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2021-121**Exhibit A**

1. Appropriation- The exhibit below represents a movement of budget authority in the amount of \$15,000 within the Municipal Art Fund from Contingency to project R12090 to establish budget for the Surprise Aquatic Center mural expansion project. 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
Municipal Art Fund	General Operations	Contingency	E	340,100	(15,000)	325,100
Municipal Art Fund	Human Svcs and Comm Vitality	#R12090 Surprise Aquatic Center Art	E	-	15,000	15,000
Expense Total				340,100	-	340,100



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 7, 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 First Amendment to the Intergovernmental Agreement with Maricopa County Community College District for water technology education at the Surprise-Gateway Training Center; Resolution #2021-133.

Motion:

I move to approve Resolution #2021-133.

Background:

In 2016, the SPA 1 Water Reclamation Facility Conference and Training Center project was completed and the city formalized a partnership with Gateway Community College via an intergovernmental agreement (Resolution 2016-05). Within the initial agreement, three (3) five-year term extensions were authorized. This first amendment will exercise the first option to renew the lease term for an additional five-year period, from 2021 to 2026.

Objective Analysis:

The initial term of this agreement has been mutually beneficial to Gateway and Surprise. The City has hired numerous graduates from this campus and it continues to produce high quality water and wastewater professionals.

Policy Compliant:

This item is policy compliant and is consistent with the City's Strategic plan for higher education in Surprise.

Financial Impact:

The cost associated with extending the agreement has been factored into the Fiscal Year 2022 budget and into the applicable utility rate studies. The ongoing operating and maintenance costs associated with operating the facility will continue to be shared by Gateway Community College per the existing IGA.

Budget Impact:

The costs associated with extending the agreement have been factored into the Fiscal Year 2022 budget and into the applicable utility rate studies.

FTE Impact:

N/A

ATTACHMENTS:

1. GWCC_CityOfSurprise_081821_A1IGA_MCCCDSigned
 2. 21.08.23 Res 2021-133 - Revised
-



MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

2411 West 14th Street, Tempe, AZ 85281-6942

MARICOPA
COMMUNITY COLLEGES

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

Amendment No.1

This Amendment No. 1 revises the Intergovernmental Agreement (“Agreement”) dated May 25, 2016 between Maricopa County Community College District (“MCCCD”) for GateWay Community College (“College”), a political subdivision of the State of Arizona, and the **CITY OF SURPRISE** (“Contractor”), a municipal corporation.

This Amendment is made as of the date of the last signature affixed below between MCCCD and Contractor.

The parties agree as follows:

To exercise the first option to renew the lease term for an additional five-year period, from August 24, 2021 to August 23, 2026 (the first of three five-year renewal periods allowed in the Agreement).

Except as provided in this Amendment, all other provisions of the Agreement remain the same.

MCCCD

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
for GateWay Community College

CONTRACTOR

CITY OF SURPRISE, a municipal corporation

Signature: James H. Curtin

James H. Curtin
Associate General Counsel Sr.

Date: 08/18/2021

Signature: _____

Michael Frazier
City Manager

Date: _____

REVIEWED AND APPROVED AS TO FORM

Pursuant to ARS § 11-952(D), the attorneys for the parties hereto have determined that the foregoing Agreement is in proper form and is within the powers and authority granted to each respective body under the laws of the State of Arizona.

Signature: Melissa Flores
Melissa Flores (Aug 18, 2021 16:58 PDT)

Melissa Flores
MCCCD Interim General Counsel

Date: 08/18/2021

Signature: _____

Attorney
City of Surprise

Date: _____

ACKNOWLEDGEMENTS

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2020, by Michael Frazier, the City Manager of the CITY OF SURPRISE, an Arizona municipal corporation, on behalf of the City of Surprise.

Notary Public in and for the State of Arizona

My Commission Expires: _____

RESOLUTION # 2021-133

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT FOR WATER TECHNOLOGY EDUCATION AT THE SURPRISE-GATEWAY TRAINING CENTER.

WHEREAS, pursuant to Arizona Revised Statutes § 11-951 et seq., the City of Surprise is authorized to enter into intergovernmental agreements with other governmental entities for the purposes set forth herein;

WHEREAS, on or about June 21, 2016, the Surprise City Council approved Resolution #2016-05 authorizing the execution of an intergovernmental agreement between the City of Surprise and Maricopa County Community College District which set forth their respective rights concerning the development, maintenance, operation, and use of the SPA 1 WRF Conference and Training Center, also commonly referred to as the Surprise-Gateway Training Center ("Intergovernmental Agreement");

WHEREAS, the Intergovernmental Agreement authorizes up to three five (5) year renewable lease terms; and

WHEREAS, the parties hereto now wish to exercise the first option to renew the lease term for an additional five-year period, from August 24, 2021 to August 23, 2026.

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

Section 1. The Amendment No. 1 to the Intergovernmental Agreement between the City of Surprise and Maricopa County Community College District, as attached hereto as Exhibit A, is hereby approved.

Section 2. The City Manager, or their designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said amendment.

SIGNATURES ON THE FOLLOWING PAGE(S).

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

**THE AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SURPRISE AND MARICOPA COUNTY COMMUNITY
COLLEGE DISTRICT FOR GATEWAY COMMUNITY COLLEGE**



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 7, 2021 Contact Person: Sergio Angulo
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, "Asante Well Site No. 1" and dated October 1, 2020, an approximately 0.478 acre property generally located south of Jomax Road and east of the 171st Avenue alignment. (Case FS20-412)

Motion:

I move to approve the Final Plat entitled, "Asante Well Site No. 1" dated October 1, 2020.

Background:

Lennar Arizona Construction, Inc., on behalf of HE Capital Asante LLC, seeks approval of a Final Plat to create a new lot for a new water well site in Asante.

Objective Analysis:

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

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports the proposed Final Plat.

Financial Impact:

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

Budget Impact:

There is no budget impact related to approval of this item. The City will plan for future O&M as part of the annual budget process when the well is in place and accepted by the City.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS20-412 - Staff Report

2. 01 - FS20-412 - Vicinity Map
 3. 02 - FS20-412 - Final Plat
 4. FS20-412 - PowerPoint
-

Case: FS20-412

Project Name: Asante Well Site No. 1 Final Plat

Council District: 1

City Council Date: September 7, 2021

Planner: Sergio Angulo, Planner II

Owner: HE Capital Asante, LLC

Applicant: Lennar Arizona Construction, Inc.

Request: Final Plat for a new water well site in Asante

Site Location: Generally east of the 171st Avenue alignment and south of Jomax Rd

Site Size: 0.478 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 Asante PAD.
- The proposed Final Plat is consistent with the Surprise Unified Development Code.

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

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

Additional Information:

Lennar Arizona Construction, Inc., on behalf of HE Capital Asante, LLC, requests approval of the Final Plat for Asante Well Site No. 1. The subject property is approximately 0.478 acres and is located south of the existing Desert Oasis Water Storage Facility, south of Jomax Road and east of the 171st Avenue alignment. The subject property is zoned PAD. The applicant proposes a well pump that will be powered by a generator placed on site. The site also provides area for a future well in the event the City needs another water source.

This Final Plat establishes the property lines for Lot 1, the subject property, and creates an access easement to allow access to this site from the existing Desert Oasis Water Storage Facility site. This Final Plat also dedicates the subject property to the City; therefore, if approved, the subject property will be owned by the City. The proposed Final Plat complies with the Asante PAD and the SUDC.

Attachments:

- 01 Vicinity Map
- 02 Final Plat

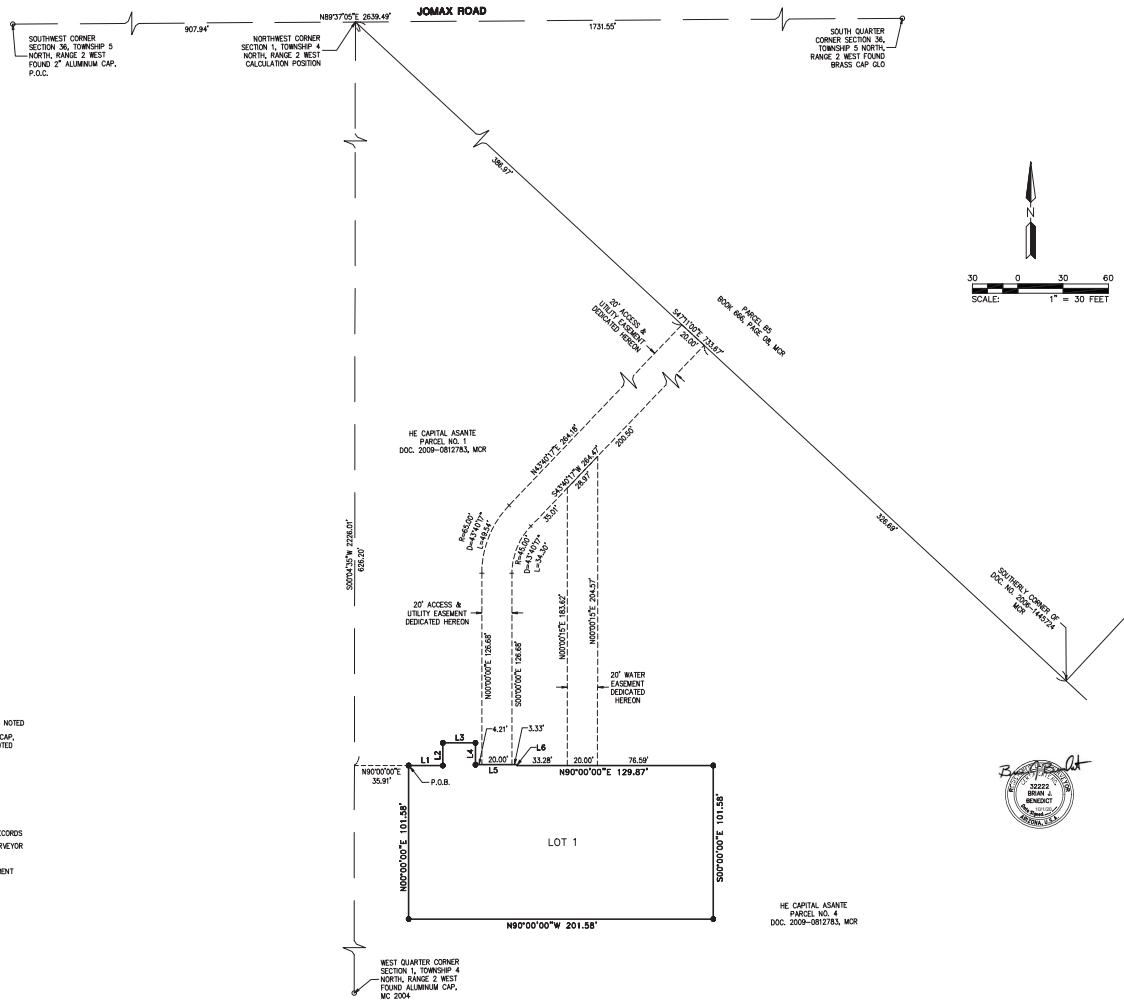


VICINITY MAP

LINE NO.	DIRECTION	LENGTH
L1	N80°00'00"E	22.58'
L2	N00°00'00"E	15.00'
L3	N90°00'00"E	21.58'
L4	S00°00'00"E	14.46'
L5	N90°00'00"E	27.54'
L6	S00°00'00"E	0.54'

LEGEND

- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- PARCEL LINE
- EASEMENT LINE
- MOR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT



HILGARTWILSON
ENGINEER & PLANNING
2444 W. BUCKLEY AVE. SUITE 200
PHOENIX, AZ 85021
PH: 602.998.1234
WWW.HILGARTWILSON.COM

ASANTE WELL SITE NO. 1

SUPPOSE, ARIZONA

FINAL PLAT

PROJ. NO.: 1909

DATE: OCT 2020

SCALE: AS SHOWN

DRAWN: US

APPROVED: SLB

DWG. NO.

FP02

SHT. 2 OF 2



Asante Well For Site 1 Final Plat FS20-412

City Council
September 7, 2021



VICINITY MAP





QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 7, 2021 Contact Person: Sergio Angulo
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, "Rancho Mercado Parcel A22" and dated June 3, 2021, an approximately 39.695 acre property generally located north of Happy Valley Road and west of 147th Avenue in the Rancho Mercado PAD. (Case FS20-644)

Motion:

I move to approve the Final Plat entitled, "Rancho Mercado Parcel A22" and dated June 3, 2021.

Background:

Taylor Morrison, on behalf of Brookfield Holdings LLC, seeks approval of a Final Plat for a 149-lot single-family, cluster style residential subdivision in Parcel A22 of the Rancho Mercado PAD.

Objective Analysis:

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

Policy Compliant:

The requested Final Plat is consistent with the Rancho Mercado 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 - FS20-644 - RM Parcel A22 - Staff Report
2. 01 - FS20-644 - RM Parcel A22 - Vicinity Map

3. 02 - FS20-644 - RM Parcel A22 - Final Plat
 4. FS20-644 - RM Parcel A22 - PowerPoint
-

Case: FS20-644

Project Name: Rancho Mercado Parcel A22

Council District: 1

City Council Date: September 7, 2021

Planner: Sergio Angulo, Planner II

Owner: Brookfield Holdings Mercado, LLC

Applicant: Stefanie Cerie of Taylor Morrison

Request: Final Plat for a 149-lot, single-family subdivision in Parcel A22 of the Rancho Mercado Planned Area Development.

Site Location: Generally located north of Happy Valley Road and west of 147th Avenue.

Site Size: 39.695 acres (approx.)

Density: 3.75 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the latest amendment of the Rancho Mercado PAD as approved under case FS10-210.
- The Final Plat is consistent with the Preliminary Plat approved under case FS15-069.

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:

40 Taylor Morrison, on behalf of Brookfield Holdings Mercado, LLC, requests approval of the Final Plat
41 of Rancho Mercado Parcel A22. The subject property is approximately 39.695 acres and is located
42 north of Happy Valley Road and west of 147th Avenue. The subject property is zoned PAD and has a
43 land use designation of Low/Medium Density Residential.

44

45 The applicant proposes 149 single-family lots for a total density of 3.75 dwelling units per acre. The
46 typical lot size proposed in this subdivision is 53' x 105'. This development dedicates approximately
47 10.01 acres (25.2%) for open space. This plat provides a 2.2-acre pocket park that includes playground
48 equipment, a ramada, BBQ grill, and a large turf area for recreation. Additional landscape and
49 retention basins on site also contribute to the total open space. The proposed Final Plat complies
50 with the latest amendment to the Rancho Mercado PAD (case FS10-210) and the Preliminary Plat
51 approved under case FS15-069.

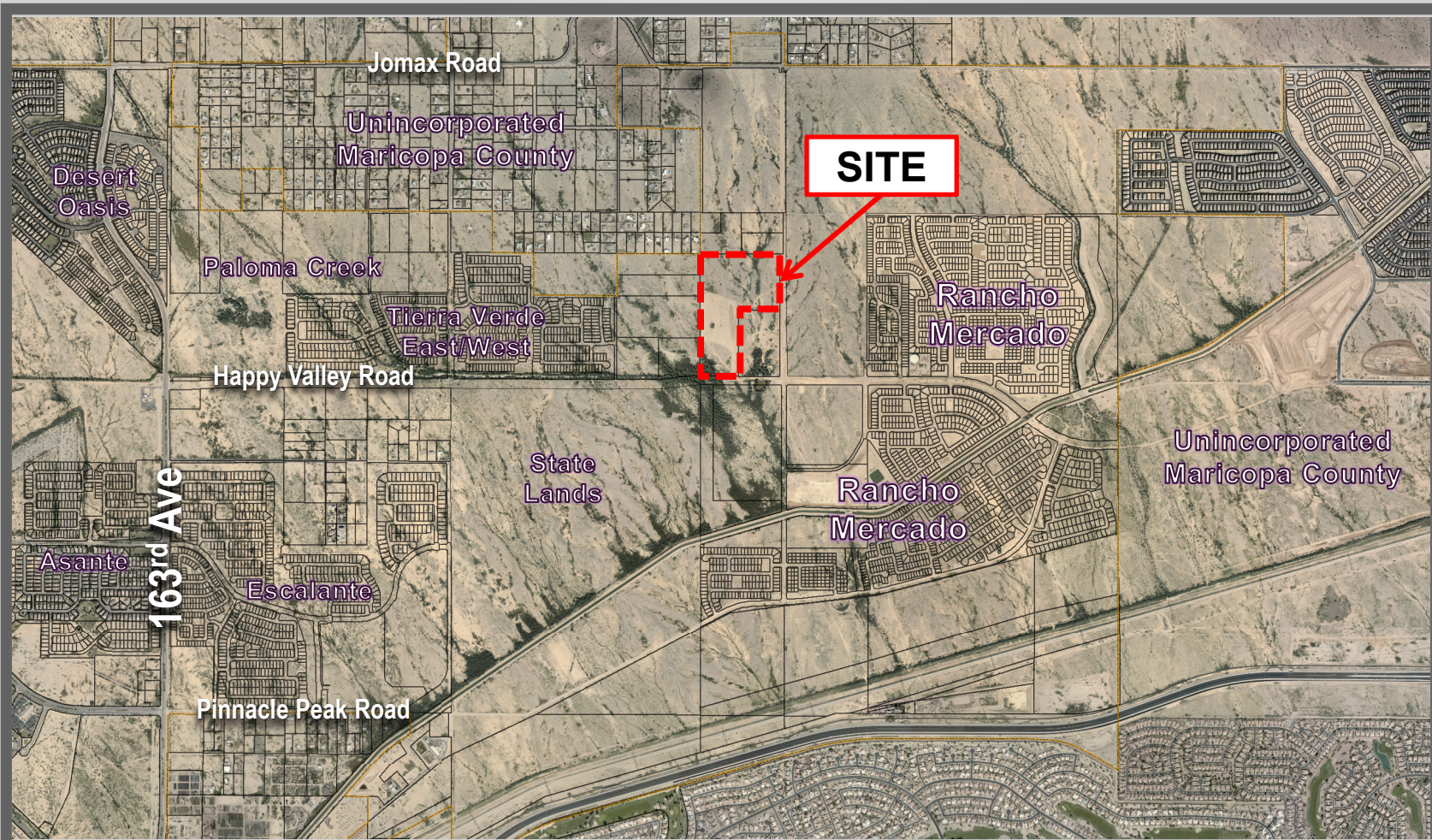
52

53 **Attachments:**

54

55 01 Vicinity Map

56 02 Final Plat



FS20-644 VICINITY MAP

ATWELL & ASSOCIATES, INC. 1000 N. CENTRAL AVENUE, SUITE 100, DENVER, CO 80202-3123
TEL: 303.733.8800 FAX: 303.733.8801
WWW.ATWELL-INC.COM
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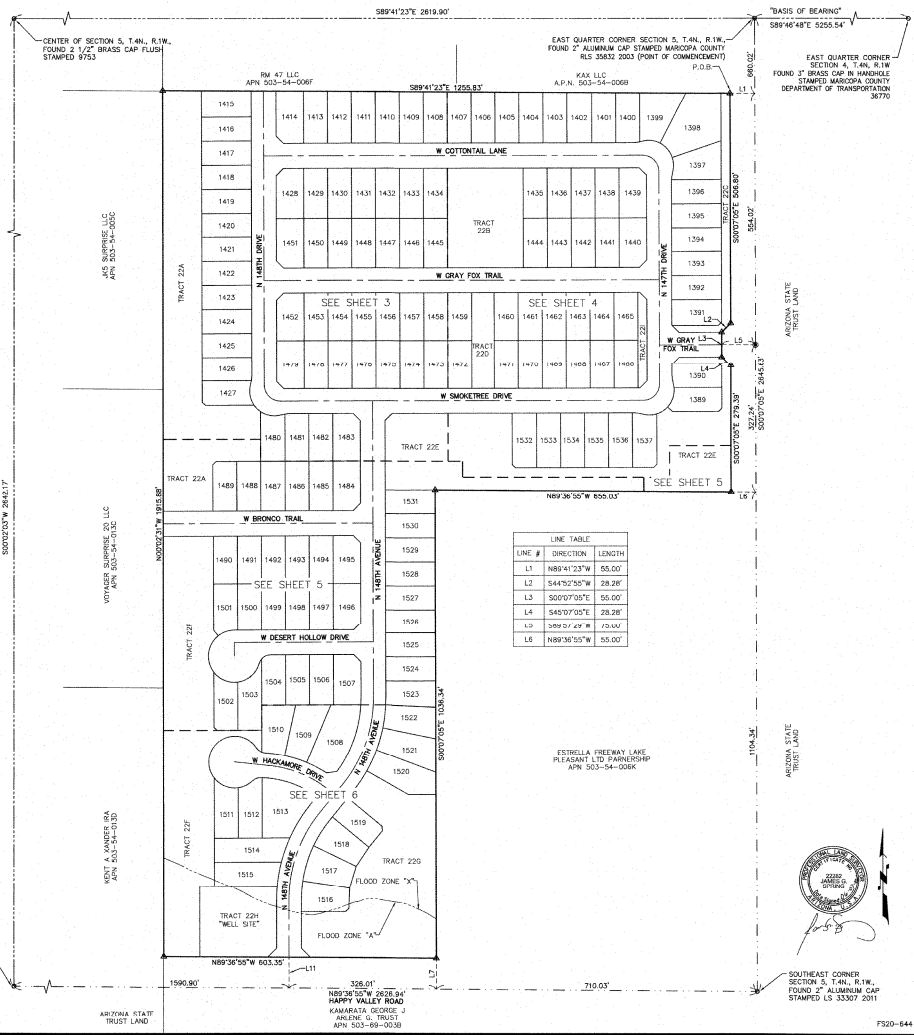
LEGAL DESCRIPTION
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASIN AND MERIDIONAL MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND 2" ALUMINUM CAP STAMPED MARICOPA COUNTY RLS 35632 2003, ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 3" BRASS CAP IN HANDSOME STAMPED MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION 36770, ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS 589°48'N A DISTANCE OF 5255.54 FEET;
THENCE, ALONG THE EAST LINE OF SAID SECTION 5, S00°07'05"E A DISTANCE OF 550.00 FEET;
THENCE, LEAVING THE EAST LINE OF SAID SECTION 5, N89°41'23"W A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING;
THENCE, S00°07'05"E A DISTANCE OF 506.80 FEET;
THENCE, S44°52'55"W A DISTANCE OF 28.28 FEET;
THENCE, S00°07'05"E A DISTANCE OF 55.00 FEET;
THENCE, S45°07'05"E A DISTANCE OF 28.28 FEET;
THENCE, S00°07'05"E A DISTANCE OF 279.39 FEET;
THENCE, N89°36'50"W A DISTANCE OF 455.03 FEET;
THENCE, N89°07'05"E A DISTANCE OF 1036.34 FEET;
THENCE, N89°36'50"W A DISTANCE OF 603.35 FEET;
THENCE, N00°02'31"W A DISTANCE OF 1915.88 FEET;
THENCE, S89°41'23"E A DISTANCE OF 1255.83 FEET TO THE POINT OF BEGINNING.

- LEGEND**
- SUBDIVISION BOUNDARY
 - RIGHT OF WAY LINE
 - EXISTING RIGHT OF WAY LINE
 - CENTERLINE
 - EXISTING EASEMENT LINE
 - PROPOSED EASEMENT LINE
 - SECTION LINE
 - ALLOTMENT SECTION LINE
 - SUBDIVISION CORNER TO BE SET
 - FOUND MONUMENT AS NOTED
 - CENTERLINE MONUMENT (TO BE SET BY CITY OF SURPRISE STANDARDS)
 - ① 30°/30° SIGHT VISIBILITY EASEMENT
 - ▽ VEHICULAR NON-ACCESS EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - M.O.D. MAP OF DEDICATION
 - M.C.R. MARICOPA COUNTY RECORDER
 - R/W RIGHT-OF-WAY
 - FBSL FRONT BUILDING SETBACK LINE
 - Δ DELTA
 - CI CURVE TABLE NUMBER
 - LI LINE TABLE NUMBER
 - ⊙ RADIUS BEARING
 - FP FINAL PLAT
 - DOC. DOCUMENT

TRACT TABLE			
TRACT	AREA SQ FT	AREA ACRES	USAGES
TRACT 22 A	98,877	2.270	OPEN SPACE, PUE, DRAINAGE, RECREATION, PUBLIC TRAIL AND COMMUNITY AMENITIES
TRACT 22 B	38,060	0.848	OPEN SPACE, PUE, DRAINAGE, RECREATION AND COMMUNITY AMENITIES
TRACT 22 C	11,089	0.253	OPEN SPACE AND PUE
TRACT 22 D	10,641	0.244	OPEN SPACE, PUE AND COMMUNITY AMENITIES
TRACT 22 E	96,885	2.224	OPEN SPACE, PUE, DRAINAGE, RECREATION AND COMMUNITY AMENITIES
TRACT 22 F	100,384	2.305	OPEN SPACE, PUE, DRAINAGE, RECREATION, PUBLIC TRAIL AND COMMUNITY AMENITIES
TRACT 22 G	76,591	1.758	OPEN SPACE, PUE, DRAINAGE, RECREATION AND COMMUNITY AMENITIES
TRACT 22 I	4,001	0.092	OPEN SPACE AND PUE
TOTAL	436,228	10.014	

TRACT 22 H	26,502	0.608	WELL SITE AND PUE
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SOUTH QUARTER CORNER SECTION 5, T.4N, R.1W, FOUND 2" ALUMINUM CAP STAMPED RLS 35662



ATWELL & ASSOCIATES, INC.
1000 N. CENTRAL AVENUE, SUITE 100
DENVER, CO 80202-3123
TEL: 303.733.8800 FAX: 303.733.8801
WWW.ATWELL-INC.COM

FINAL PLAT
RANCHO MERCADO
PARCEL A22
CITY OF SURPRISE, ARIZONA

JUNE 2021

REVISIONS

NO.	DATE	DESCRIPTION
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ATWELL & ASSOCIATES, INC.
DR. R. GILES
JOB NO. 09001944
SCALE: 1" = 100 FEET
SHEET 2 OF 6

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LOT TABLE (WIDTH BASED ON FBSL)					LOT TABLE (WIDTH BASED ON FBSL)					LOT TABLE (WIDTH BASED ON FBSL)				
LOT	AREA SQ FT	AREA ACRES	WIDTH		LOT	AREA SQ FT	AREA ACRES	WIDTH		LOT	AREA SQ FT	AREA ACRES	WIDTH	
1389	5808	0.133	53.0'	1406	5984	0.137	53.0'	1444	5965	0.129	53.0'			
1390	5801	0.130	53.0'	1407	6006	0.138	53.0'	1445	5965	0.129	53.0'			
1391	6184	0.142	55.0'	1435	5830	0.134	53.0'	1466	5715	0.131	53.0'			
1392	5830	0.134	53.0'	1436	5830	0.134	53.0'	1467	5715	0.131	53.0'			
1393	5830	0.134	53.0'	1437	5830	0.134	53.0'	1468	5715	0.131	53.0'			
1394	5830	0.134	53.0'	1438	5830	0.134	53.0'	1469	5715	0.131	53.0'			
1395	5830	0.134	53.0'	1439	5830	0.134	53.0'	1470	5715	0.131	53.0'			
1396	5830	0.134	53.0'	1440	5830	0.134	53.0'	1471	5715	0.131	53.0'			
1397	7145	0.164	53.0'	1441	5830	0.134	53.0'	1472	5715	0.131	53.0'			
1398	14719	0.339	53.5'	1442	2630	0.134	53.0'	1473	6456	0.148	54.0'			
1399	8031	0.184	53.0'	1443	5830	0.134	53.0'	1474	6456	0.148	54.0'			
1400	5830	0.134	53.0'	1444	3830	0.134	53.0'	1534	3960	0.146	53.0'			
1401	5878	0.135	53.0'	1459	5866	0.128	53.0'	1535	6360	0.146	53.0'			
1402	6147	0.141	50.2'	1460	5565	0.128	53.0'	1536	6360	0.146	53.0'			
1403	5921	0.136	53.0'	1461	5565	0.128	53.0'	1537	6306	0.144	54.0'			
1404	6147	0.141	50.2'	1462	5565	0.128	53.0'							
1405	5861	0.132	53.0'	1463	5566	0.128	53.0'							

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L15	S45°07'05"E	22.63'	L26	N44°52'55"E	28.26'
L16	N00°07'05"W	94.00'	L27	N00°07'05"W	55.00'
L17	N00°07'05"W	94.00'	L28	S45°07'05"E	28.26'
L18	S44°52'55"W	22.63'	L29	N45°04'48"E	9.91'
L19	S45°07'05"E	22.63'	L30	N89°57'29"E	102.27'
L20	N00°07'05"W	105.00'	L31	S44°50'12"W	22.61'
L21	S00°07'05"E	107.83'	L32	N47°12'18"W	14.44'
L22	S44°52'55"W	22.63'	L33	N89°57'29"E	102.14'
L23	N45°04'48"E	22.64'	L34	N44°55'12"E	9.89'
L24	N89°52'55"E	101.97'	L35	S44°52'55"W	9.90'
L25	N44°52'55"E	9.90'	L36	N45°07'05"W	9.90'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C5	16.65'	55.00'	01°17'32"29"
C6	119.69'	55.00'	124°40'58"
C7	16.65'	55.00'	01°17'32"29"
C8	56.50'	36.00'	090°00'00"
C9	56.50'	36.00'	090°00'00"
C10	16.65'	55.00'	01°17'32"29"
C11	119.69'	55.00'	124°40'58"
C12	16.65'	55.00'	01°17'32"29"

ATWELL
866.860.4200 www.atwell-group.com
1000 E. JAVIER BLVD., SUITE 100
TULSA, OK 74103

COUNTY: MARICOPA
SECTION: 8
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A22
CITY OF SURPRISE, ARIZONA

JUNE 2021

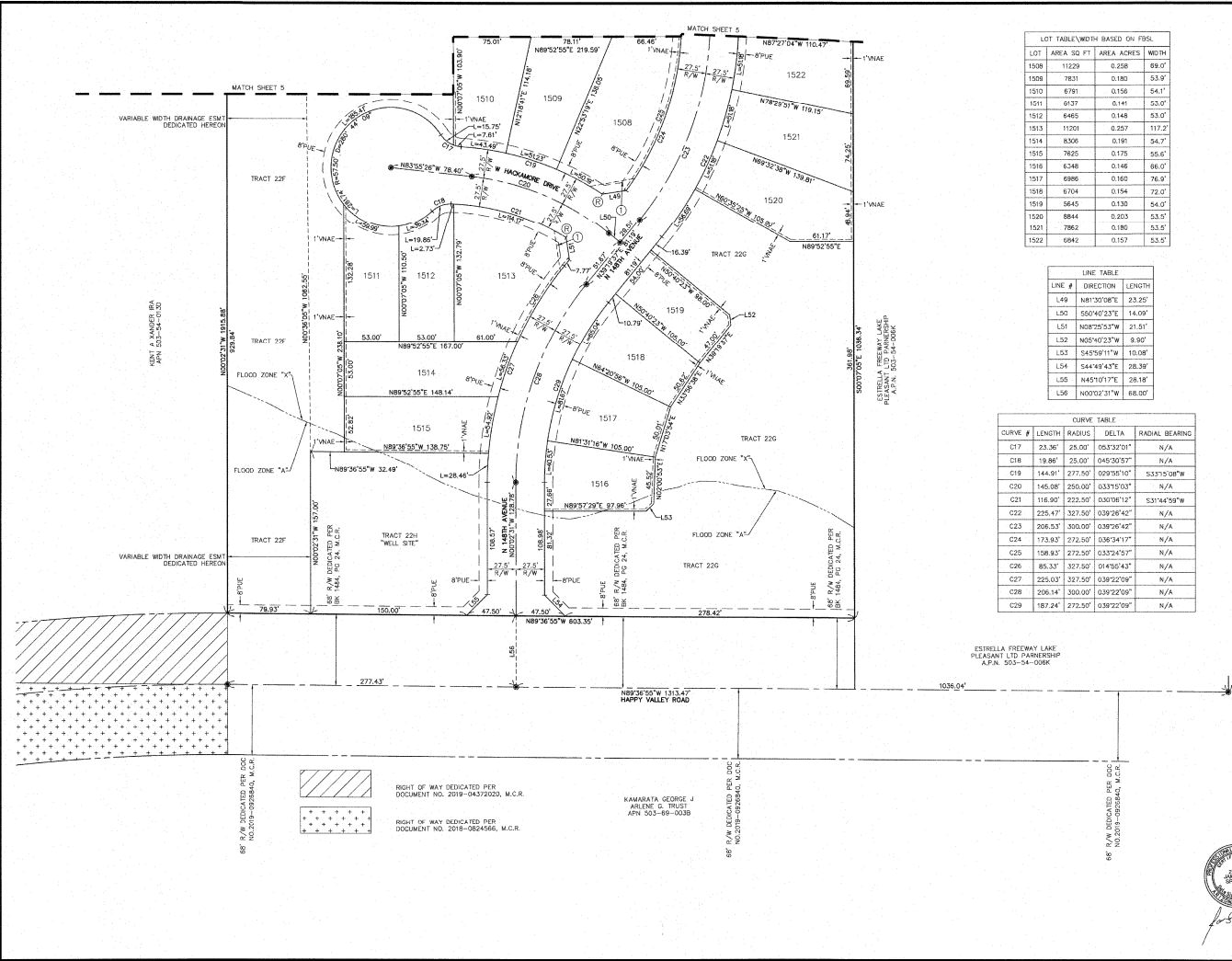
REVISIONS

ATWELL
DR. R. GILES
JOB NO. 09001944

SCALE: 1" = 40 FEET
SHEET: 4 OF 6



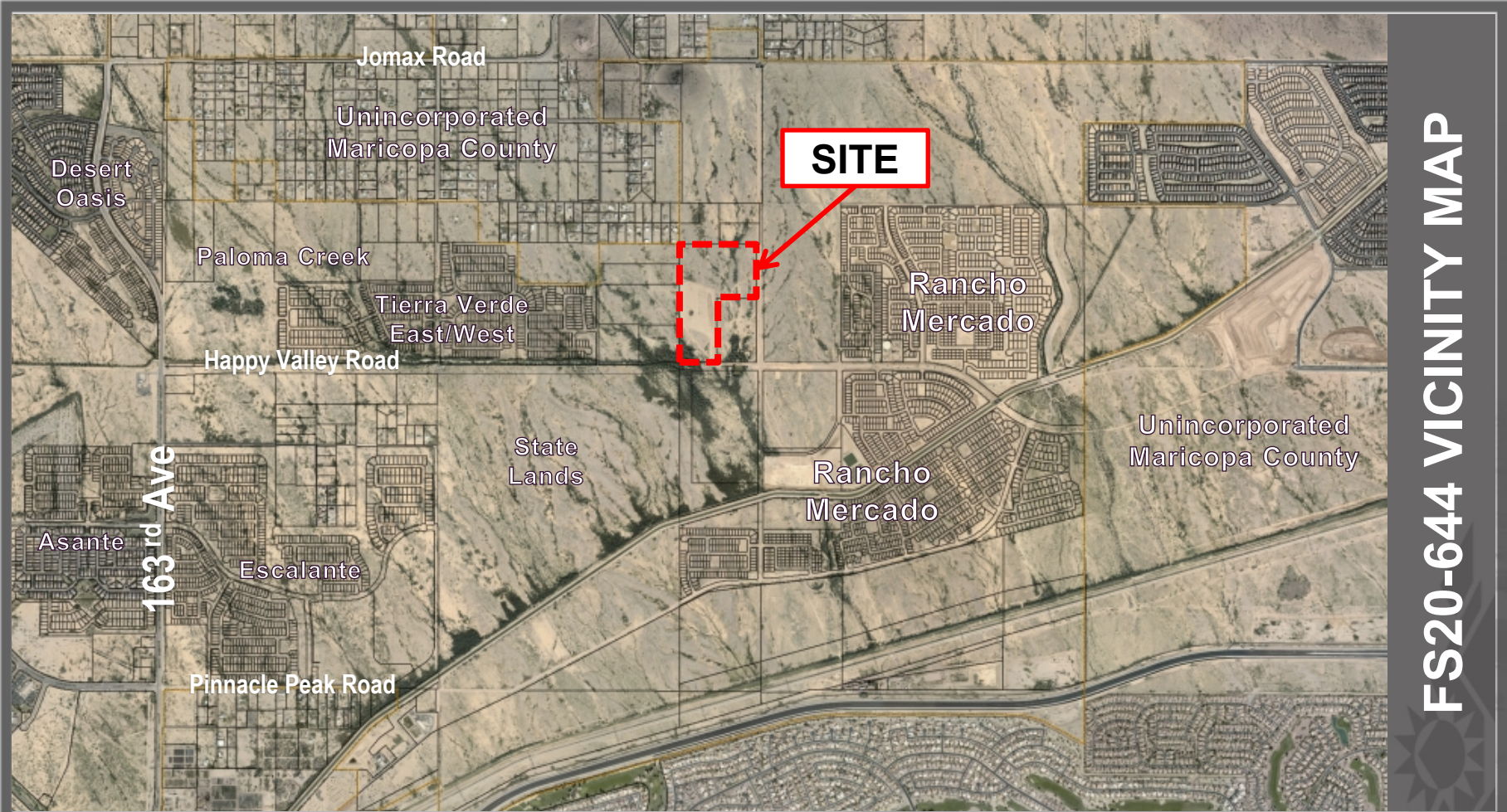
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FS20-644
Rancho Mercado A22
Final Plat

City Council
September 7, 2021



FS20-644 VICINITY MAP

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASIN AND MERRIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASIN AND MERRIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" ALUMINUM CAP STAMPED MARICOPA COUNTY RLS 38832 2003, ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 3" BRASS CAP IN HANDHOLE STAMPED MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION 36770, ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS S89°46'40"E A DISTANCE OF 5255.54 FEET.

THENCE, ALONG THE EAST LINE OF SAID SECTION 5, 9009/1000 A DISTANCE OF 660.02 FEET;

THENCE, LEAVING THE EAST LINE OF SAID SECTION 5, N89°41'23"W A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING;

THENCE, S60°27'08"E A DISTANCE OF 506.80 FEET;

THENCE, S44°32'55"W A DISTANCE OF 28.26 FEET;

THENCE, S60°27'05"E A DISTANCE OF 55.00 FEET,

THENCE, S45°27'00"E A DISTANCE OF 28.28 FEET,

THENCE, S60°27'05"E A DISTANCE OF 279.39 FEET,

THENCE, N89°38'55"W A DISTANCE OF 855.03 FEET;

THENCE, S66°37'05"E A DISTANCE OF 1036.34 FEET

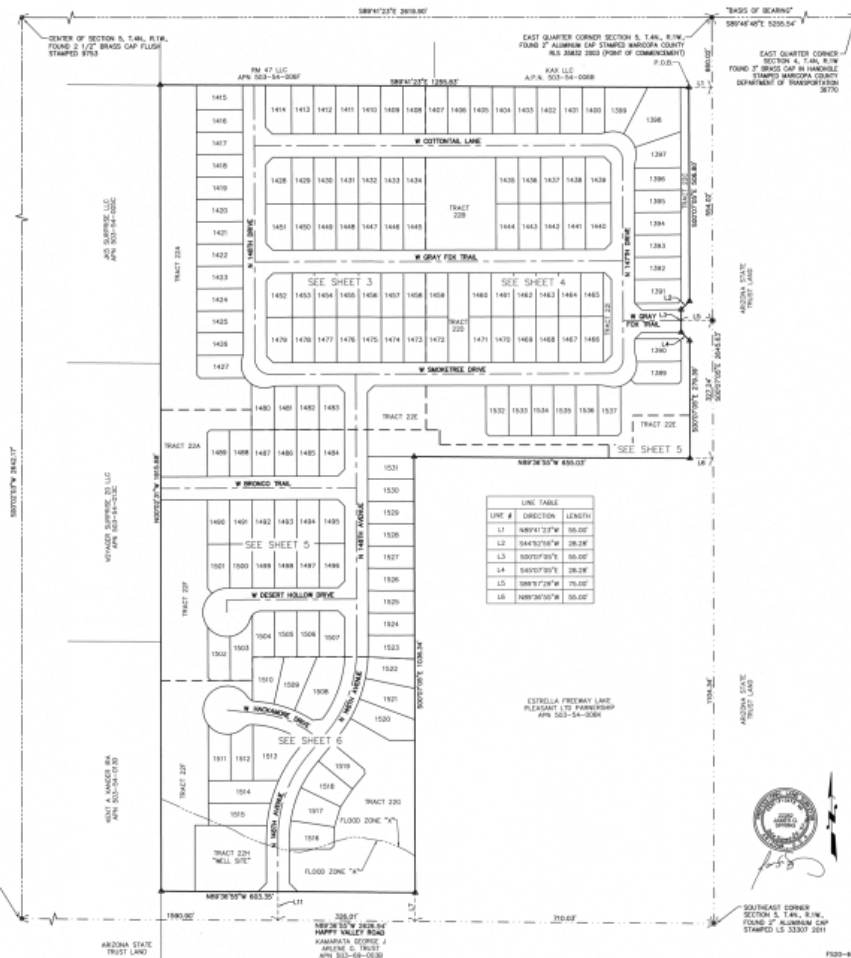
THENCE, N89°36'55"W A DISTANCE OF 803.35 FEET;

THENCE, N80°02'31"W A DISTANCE OF 1915.66 FEET

THENCE, S89°41'23"E. A DISTANCE OF 1255.83 FEET TO THE POINT OF BEGINNING.

-----	SUBDIVISION BOUNDARY
-----	RIGHT OF WAY LINE
-----	EXISTING RIGHT-OF-WAY LINE
-----	CENTERLINE
-----	EXISTING EASEMENT LINE
-----	PROPOSED EASEMENT LINE
-----	SECTION LINE
-----	AUGUST SECTION LINE
-----	SUBDIVISION CORNER TO BE SET
-----	FOOT MOVEMENT AS NOTED
-----	CENTERLINE
-----	(TO BE SET BY CITY OF SURPRISE STANDARDS)
-----	30'±/30'± VERTICAL EASEMENT
-----	VEHICULAR KICK-ACROSS EASEMENT
-----	PUBLIC UTILITY EASEMENT
-----	M.C.D.
-----	MARICOPA COUNTY RECREATION
-----	R/W
-----	RIGHT-OF-WAY
-----	FINAL BUILDING SETBACK LINE
-----	DELTA
-----	CURVE TABLE NUMBER
-----	LI
-----	LINE TABLE NUMBER
-----	RADIAL BEARING
-----	FINAL PLAN
-----	DOC#
-----	DOCUMENT

TRACT 22 H	28.502	0.608	WELL SITE AND PUE
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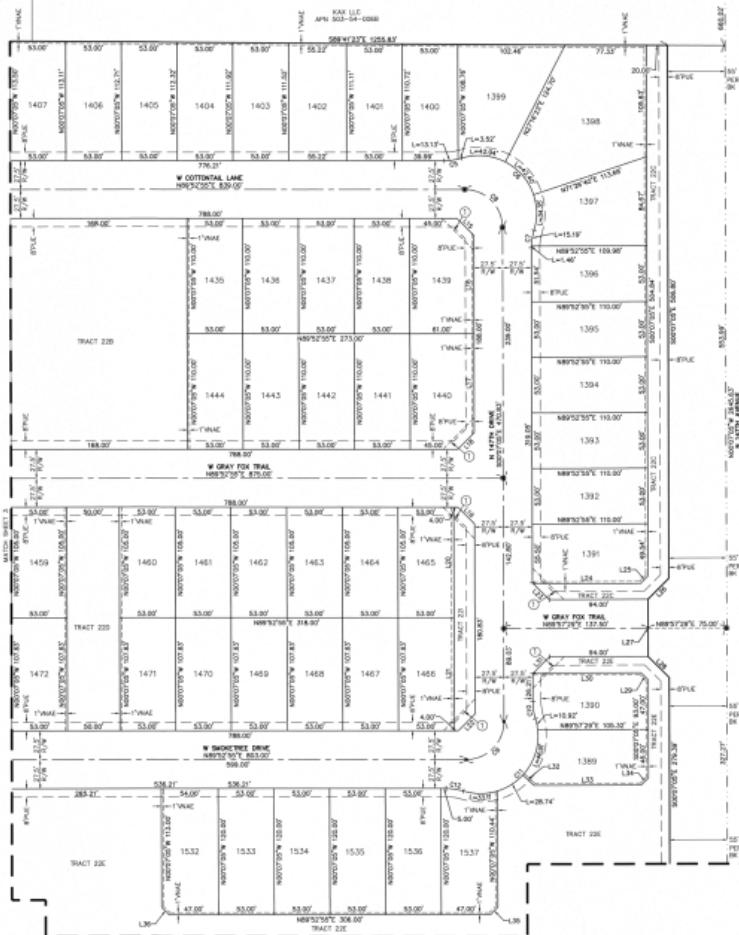
F500-864

FS20-644 FINAL PLAT



LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	N40°07'F05"W	130.34'	L8	N40°07'F05"W	88.00'
L2	N45°07'F05"W	22.63'	L9	N40°07'F05"W	91.83'
L3	N44°52'55"W	22.63'	L10	N45°07'F05"W	22.63'
L4	N30°07'F05"W	94.00'	L11	N45°07'F05"W	22.63'
L5	N30°07'F05"W	94.00'	L12	S44°52'55"W	22.63'
L6	N44°52'55"W	22.63'	L13	N40°07'F05"W	88.00'
L7	S44°52'55"W	22.63'	L14	S45°07'F05"W	88.00'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	16.65'	55.00'	91°20'23"
C2	119.69'	55.00'	124°40'56"
C3	16.65'	55.00'	91°20'23"
C4	56.50'	56.00'	96°00'00"



LOT	AREA	100 FT	AREA	ACRES	WIDTH	LOT	AREA	100 FT	AREA	ACRES	WIDTH	LOT	AREA	100 FT	AREA	ACRES	WIDTH
1389	5808	0.133	53.0	1408	5808	0.133	53.0	1408	5808	0.133	53.0	1408	5808	0.133	53.0	1408	5808
1390	5801	0.133	53.0	1407	5801	0.133	53.0	1407	5801	0.133	53.0	1407	5801	0.133	53.0	1407	5801
1391	5794	0.133	53.0	1406	5794	0.133	53.0	1406	5794	0.133	53.0	1406	5794	0.133	53.0	1406	5794
1392	5787	0.133	53.0	1405	5787	0.133	53.0	1405	5787	0.133	53.0	1405	5787	0.133	53.0	1405	5787
1393	5780	0.133	53.0	1404	5780	0.133	53.0	1404	5780	0.133	53.0	1404	5780	0.133	53.0	1404	5780
1394	5773	0.133	53.0	1403	5773	0.133	53.0	1403	5773	0.133	53.0	1403	5773	0.133	53.0	1403	5773
1395	5766	0.133	53.0	1402	5766	0.133	53.0	1402	5766	0.133	53.0	1402	5766	0.133	53.0	1402	5766
1396	5759	0.133	53.0	1401	5759	0.133	53.0	1401	5759	0.133	53.0	1401	5759	0.133	53.0	1401	5759
1397	5752	0.133	53.0	1400	5752	0.133	53.0	1400	5752	0.133	53.0	1400	5752	0.133	53.0	1400	5752
1398	5745	0.133	53.0	1399	5745	0.133	53.0	1399	5745	0.133	53.0	1399	5745	0.133	53.0	1399	5745
1399	5738	0.133	53.0	1398	5738	0.133	53.0	1398	5738	0.133	53.0	1398	5738	0.133	53.0	1398	5738
1400	5731	0.133	53.0	1397	5731	0.133	53.0	1397	5731	0.133	53.0	1397	5731	0.133	53.0	1397	5731
1401	5724	0.133	53.0	1396	5724	0.133	53.0	1396	5724	0.133	53.0	1396	5724	0.133	53.0	1396	5724
1402	5717	0.133	53.0	1395	5717	0.133	53.0	1395	5717	0.133	53.0	1395	5717	0.133	53.0	1395	5717
1403	5710	0.133	53.0	1394	5710	0.133	53.0	1394	5710	0.133	53.0	1394	5710	0.133	53.0	1394	5710
1404	5703	0.133	53.0	1393	5703	0.133	53.0	1393	5703	0.133	53.0	1393	5703	0.133	53.0	1393	5703
1405	5696	0.133	53.0	1392	5696	0.133	53.0	1392	5696	0.133	53.0	1392	5696	0.133	53.0	1392	5696

LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L15	S45°07'00"E	22.67	L36	N44°52'00"E	28.28
L16	N00°07'00"W	84.97	L37	N00°07'00"W	85.03
L17	N00°07'00"W	84.97	L38	S45°07'00"E	28.28
L18	N44°52'00"E	22.67	L39	N44°52'00"E	22.67
L19	S45°07'00"E	22.67	L40	N44°52'00"E	22.67
L20	N00°07'00"W	108.87	L41	N44°52'00"E	22.67
L21	N00°07'00"E	107.87	L42	N44°52'00"E	22.67
L22	N44°52'00"E	22.67	L43	N44°52'00"E	22.67
L23	N44°52'00"E	22.67	L44	N44°52'00"E	22.67
L24	N44°52'00"E	22.67	L45	N44°52'00"E	22.67
L25	N44°52'00"E	22.67	L46	N44°52'00"E	22.67

CURVE #	LENGTH	RADIUS	DELTA
C1	18.87	55.00	01°20'23"
C2	118.87	55.00	124°40'58"
C3	18.87	55.00	01°20'23"
C4	58.87	36.00	09°07'00"
C5	58.87	36.00	09°07'00"
C6	18.87	55.00	01°20'23"
C7	118.87	55.00	124°40'58"
C8	18.87	55.00	01°20'23"

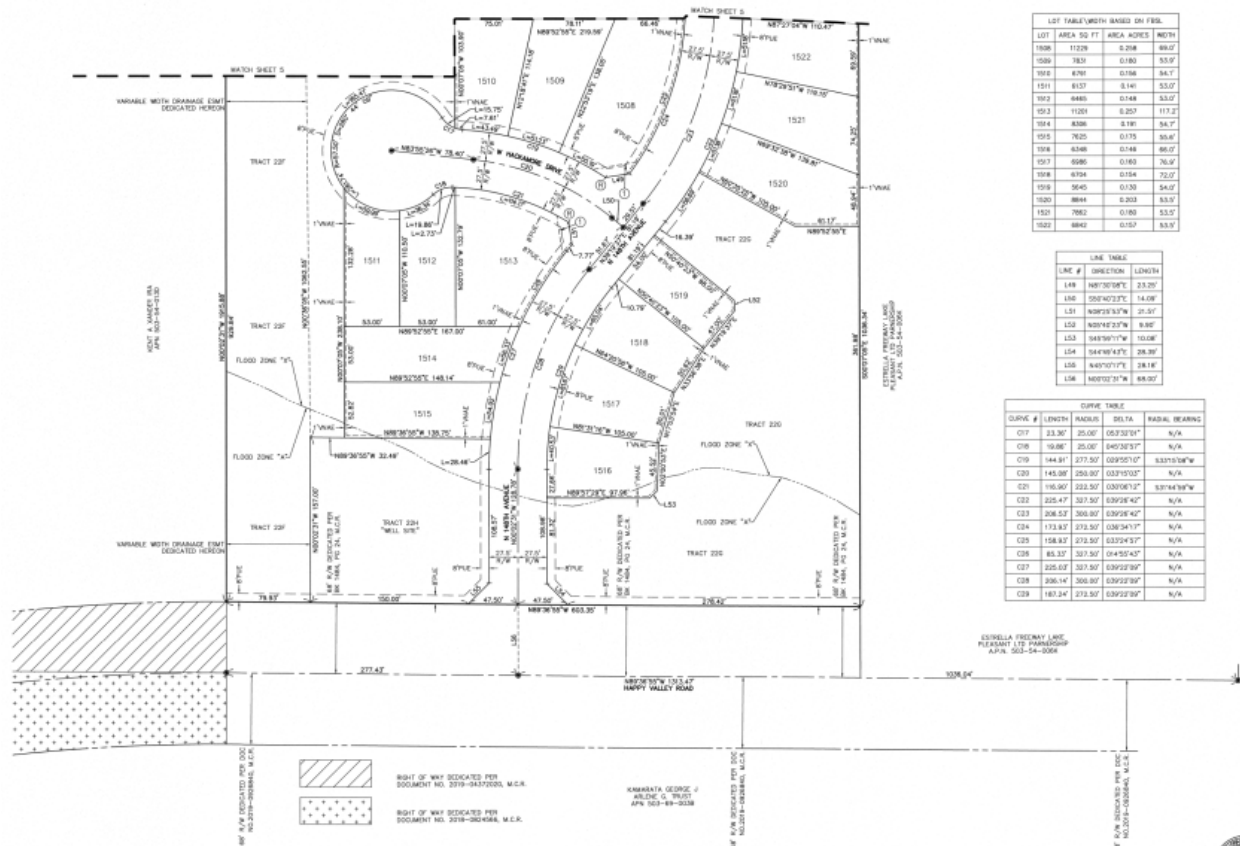


FS20-644

FS20-644 FINAL PLAT



FS20-644 FINAL PLAT





QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 7, 2021 Contact Person: Trever Fleetham
Submitting Department: Community Development District: District 6
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, "Kenly Farms II" and dated August 11, 2021, an approximately 16 acre property generally located west of Litchfield Road between Peoria Avenue and Cactus Road. (Case FS20-074)

Motion:

I move to approve the Final Plat entitled, "Kenly Farms II" and dated August 11, 2021.

Background:

The subject request involves a Final Plat for a U-Haul self-storage facility. The project is proposed to include indoor access climate controlled self-storage, mini-storage buildings with exterior access, truck and equipment rental, and covered RV storage. A Minor Zoning Amendment to the Kenly Farms II PAD was approved under case FS19-096 that allows for specific uses and creates development standards related to this project.

Objective Analysis:

The subject Final Plat meets the requirements of the Kenly Farms II PAD, in addition to other requirements as set forth in the Surprise Municipal Code. 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 Commerce & Office Character Area, which supports a development of this type. The proposed development is also deemed compatible with military operations, as the property is also within the 65 DNL of Luke Air Force Base.

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 - FS20-074 - Staff Report - CC
 2. 01 - FS20-074 Vicinity Map
 3. 02 - FS20-074 - Final Plat
 4. FS20-074 U-Haul Moving and Storage of Surprise Final Plat CC
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

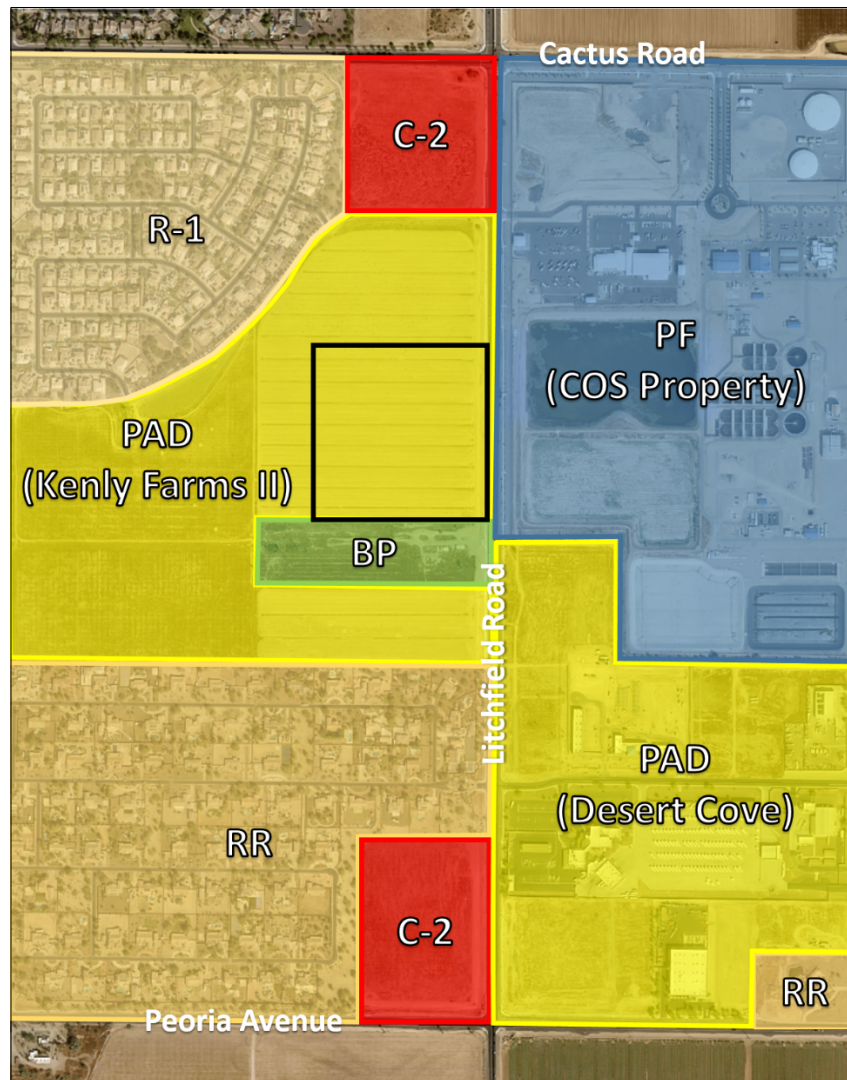
1 **Case:** FS20-074
2
3 **Project Name:** U-Haul Moving and Storage of Surprise
4
5 **Council District:** 6 – Palo Verde
6
7 **Meeting Date:** September 7, 2021
8
9 **Planner:** Trever Fleetham, AICP
10
11
12 **Owner:** AMERCO Real Estate Company
13
14 **Applicant:** David Pollock with AMERCO Real Estate Company
15
16 **Request:** Final Plat for a self-storage facility, truck and equipment rental, and
17 RV canopies.
18
19 **Site Location:** Generally north of Peoria Avenue and west of Litchfield Road in a
20 portion of Section 21, Township 3 North, Range 1 West of the Gila and
21 Salt River Meridian, Maricopa County, Arizona.
22
23 **Site Size:** 16 acres (approx.)
24
25 **Density:** N/A
26
27 **General Plan Conformance:** The proposal is consistent with the Surprise General Plan 2035
28
29 **Support/Opposition:** None known
30

31 **Project Description:**
32

33 AMERCO Real Estate Company requests approval of a Final Plat for a U-Haul self-storage facility. The
 34 proposed development includes indoor access climate controlled self-storage, mini-storage buildings
 35 with exterior access, truck and equipment rental, and covered RV storage. The subject site is
 36 approximately 16 acres and is generally located north of Peoria Avenue and west of Litchfield Road
 37 in the Kenley Farms II Planned Area Development.

38

39 **Surrounding Land Zoning:**



R-1	PAD – Commercial	PF
PAD – Commercial	PAD – Commercial	PF
BP	BP	PAD - Commercial

40 **Background:**

41

August 10, 1995: The subject property was annexed into the City of Surprise by the Mayor and City Council.

July 24, 2003: The Mayor and City Council approved Ordinance 03-20, approving the rezoning RZ03-173 from R1-43 to Planned Area Development (PAD) to include the uses described in ARS 28-8481(K) and all other uses deemed compatible with military operations by the City of Surprise and Luke Air Force Base.

September 20, 2018: A Concept Review meeting was held for the current proposal under case CR18-323.

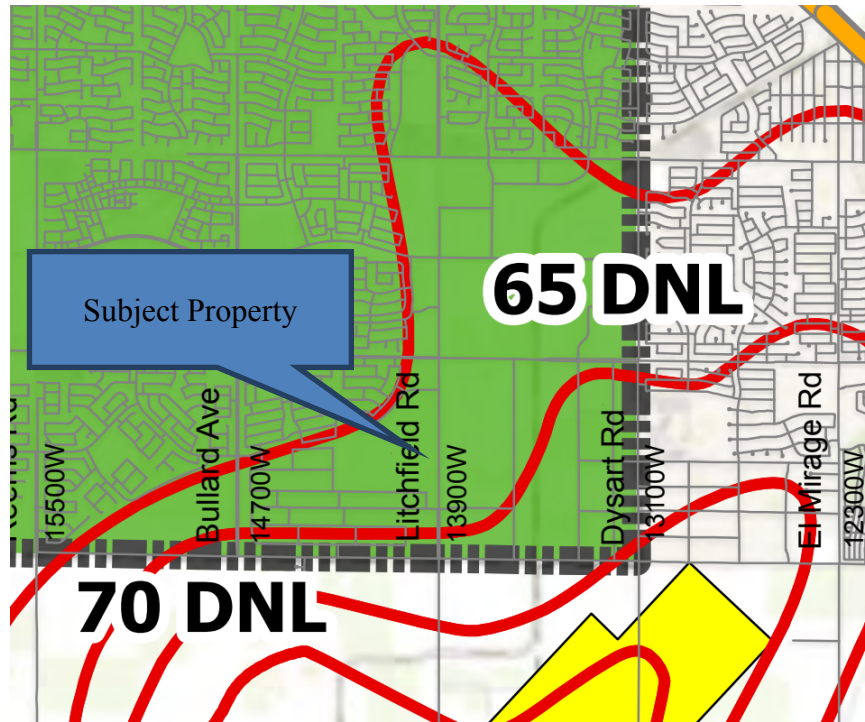
February 6, 2019: AMERCO Real Estate Company filed a request for a Minor Zoning Amendment under case FS19-096 to allow for specific uses and development standards for the subject project.

January 28, 2020: The applicant submitted final plat and site plan documents under case FS20-074, the subject case.

September 2, 2021: The respective site plan under the same case FS20-074 was heard by the Planning & Zoning Commission for final decision. The results of this meeting were unknown as of the writing of this report.

Analysis and Discussion:

The subject property is within the Kenly Farms II Planned Area Development (PAD) which allows for uses permitted in C-2, C-3, BP, and I-1 zones per Title 17 and all other uses deemed compatible with military operations, as it is within the 65 DNL.



The PAD amendment approved under case FS19-096 allows for self-storage (interior and exterior access units), vehicle rental, equipment rental, offices, retail, RV storage, and outdoor display of rental vehicles.

The PAD amendment also created development standards specific to these uses. Dimensional standards will follow the Regional Commercial (CR) zoning district within the Employment Character Pattern. RV storage will be limited to 40 percent of the site area and requires screening of a minimum eight (8) foot masonry wall. These walls must be decorative along frontages. All other criteria not covered by the PAD amendment follows the Surprise Municipal Code in effect at the time of design review.

The project includes five (5) buildings totaling 73,562 square feet, 10.5% of the gross site area. The RV storage area totals 260,099 square feet which equates to 37% of the gross site area. The site also includes 27.9% open space. The site includes 34 parking spaces, three (3) ADA spaces, four (4) bicycle parking spaces, and 47 display parking spaces. Primary access to the property is from Litchfield Road via two separate driveways, with an additional driveway from the development to the south.

Conformance with Adopted Plans:

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

94

95 **Reviewing Agencies:**

96

97 In addition to the standard city internal reviewing departments, Luke Air Force Base, Maricopa Water
98 District, the Flood Control District of Maricopa County and ADOT were included in the routing of this
99 request. Flood Control stated that the property is located in Zone X and in FEMA Flood Panel 1680L.
100 Luke Air Force Base referenced the sound attenuation requirements of ARS 28-8482, and emphasized
101 a strong notification program to inform the business about Luke AFB operations.

102

103 **Summary:**

104

105 The proposed Final Plat meets the requirements of the Surprise General Plan, the Kenly Farms II PAD,
106 and all applicable zoning codes.

107

108 **Findings:**

109

- 110 • The proposed Final Plat is consistent with the Surprise General Plan 2035.
- 111 • The proposed Final Plat is consistent with Kenly Farms II PAD (case RZ03-173 and amended
112 FS19-096).
- 113 • The proposed Final Plat is consistent with the Surprise Municipal Code.
- 114 • The reviewing agencies have indicated no objections to the request.

115 **Attachments:**

116

117 01 Vicinity Map

118 02 Final Plat

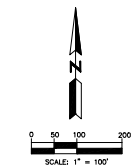
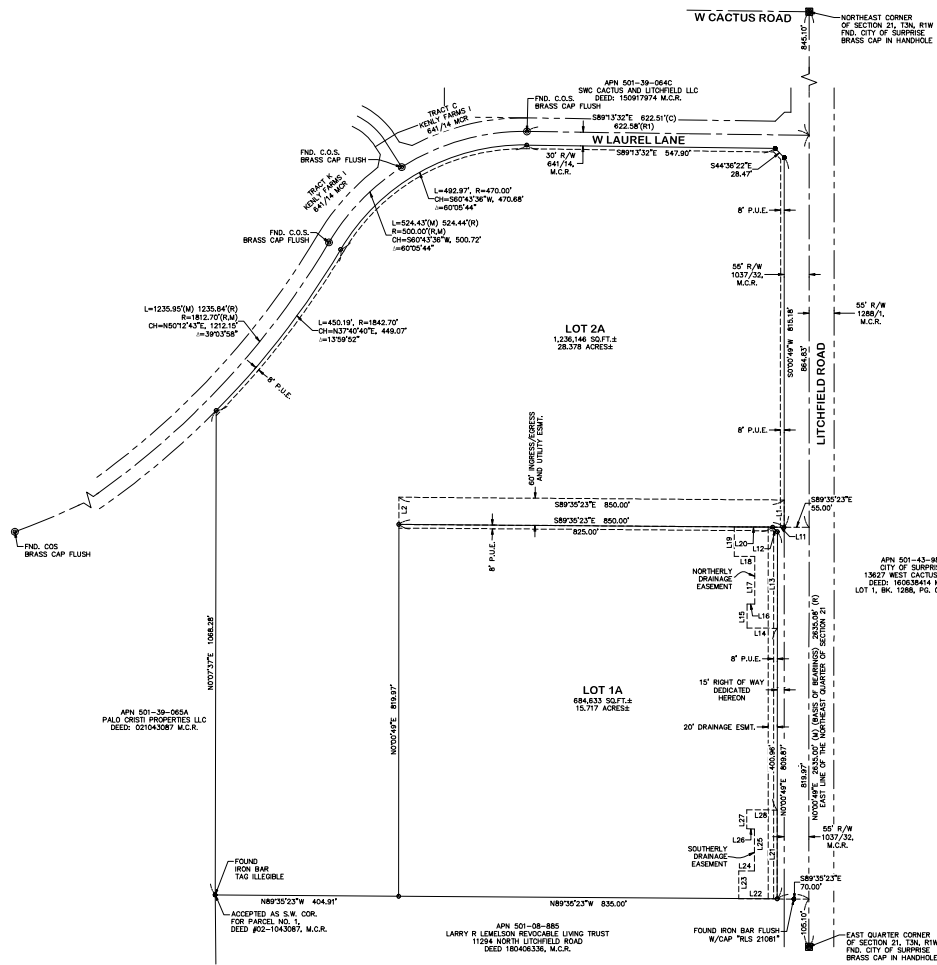


BOUNDARY		
LINE TABLE		
LINE	BEARING	DISTANCE
L11	N89°35'23"W	25.00'
L12	S44°29'26"E	14.26'

60' INGRESS/EGRESS & UTILITY EASEMENT		
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°00'49"E	60.00'
L2	S00°00'50"W	60.00'

NORTHERLY DRAINAGE EASEMENT		
LINE TABLE		
LINE	BEARING	DISTANCE
L12	S44°29'26"E	14.26'
L13	N00°00'49"E	212.90'
L14	N89°35'23"W	67.00'
L15	N00°00'49"E	53.00'
L16	N89°35'23"W	17.00'
L17	N00°00'49"E	105.00'
L18	N89°35'23"W	45.00'
L19	N00°00'49"E	65.00'
L20	N89°35'23"W	85.00'

SOUTHERLY DRAINAGE EASEMENT		
LINE TABLE		
LINE	BEARING	DISTANCE
L21	N00°00'49"E	196.00'
L22	N89°35'23"W	85.00'
L23	N00°00'49"E	91.00'
L24	N89°35'23"W	35.00'
L25	N00°00'49"E	93.00'
L26	N89°35'23"W	17.00'
L27	N00°00'49"E	42.00'
L28	N89°35'23"W	67.00'



LEGEND:

- ALUMINUM CAP IN HANDHOLE
 - ▲ SUBDIVISION CORNER
 - BRASS CAP IN HANDHOLE
 - FOUND AS NOTED
 - BRASS CAP FLUSH
 - ALUMINUM CAP FLUSH
 - PROPERTY CORNER TO BE SET 1/2" REBAR & CAP STAMPED "ELS 20865"
 - MONUMENT LINE
 - PROPERTY LINE
 - RIGHT-OF-WAY LINE
 - EASEMENT LINE
- (R) RECORDED DATA ACCORDING TO THE MAP OF A FINAL PLAT MAP OF RELOCATION FOR PALO CREST COMMERCIAL PARK AS RECORDED IN BOOK 1037 OF MAPS, PAGE 32 OF THE MARICOPA COUNTY RECORDS, ARIZONA.
- (R1) RECORDED DATA ACCORDING TO THE MAP OF A FINAL PLAT MAP FOR KENLY FARMS II PARK AS RECORDED IN BOOK 641 OF MAPS, PAGE 14 OF THE MARICOPA COUNTY RECORDS, MARICOPA COUNTY, ARIZONA.
- (M) MEASURED INFORMATION FROM FIELD DATA COLLECTION.
- (C) CALCULATED INFORMATION FROM RECORDED DOCUMENTS AS NOTED.

BY: _____
 REVISION: _____
 DATE: _____

DRAWN BY: PUE
 CHECKED BY: JAB

PROJECT NO: 2020-001
 10400 SCOTTSDALE AVENUE
 SCOTTSDALE, AZ 85258
 PHONE: 480-991-3986

CIVIL AND SURVEY
 HUNTER

SECTION: 21
 T3N31R1W
 AMOC004-FP

SCALE
 1"=100'
 SHEET
 2 OF 2

FINAL PLAT "KENLY FARMS II"

 LOT 1 OF A FINAL PLAT MAP OF RELOCATION FOR PALO CREST COMMERCIAL PARK AS RECORDED IN BOOK 1037 OF MAPS, PAGE 32 OF THE MARICOPA COUNTY RECORDS, MARICOPA COUNTY, ARIZONA.
 LOT 1 OF A FINAL PLAT MAP FOR KENLY FARMS II PARK AS RECORDED IN BOOK 641 OF MAPS, PAGE 14 OF THE MARICOPA COUNTY RECORDS, MARICOPA COUNTY, ARIZONA.
 LOT 1 OF A FINAL PLAT MAP OF RELOCATION FOR PALO CREST COMMERCIAL PARK AS RECORDED IN BOOK 1037 OF MAPS, PAGE 32 OF THE MARICOPA COUNTY RECORDS, MARICOPA COUNTY, ARIZONA.

CASE # FS20-074



FS20-074

U-Haul Moving and Storage

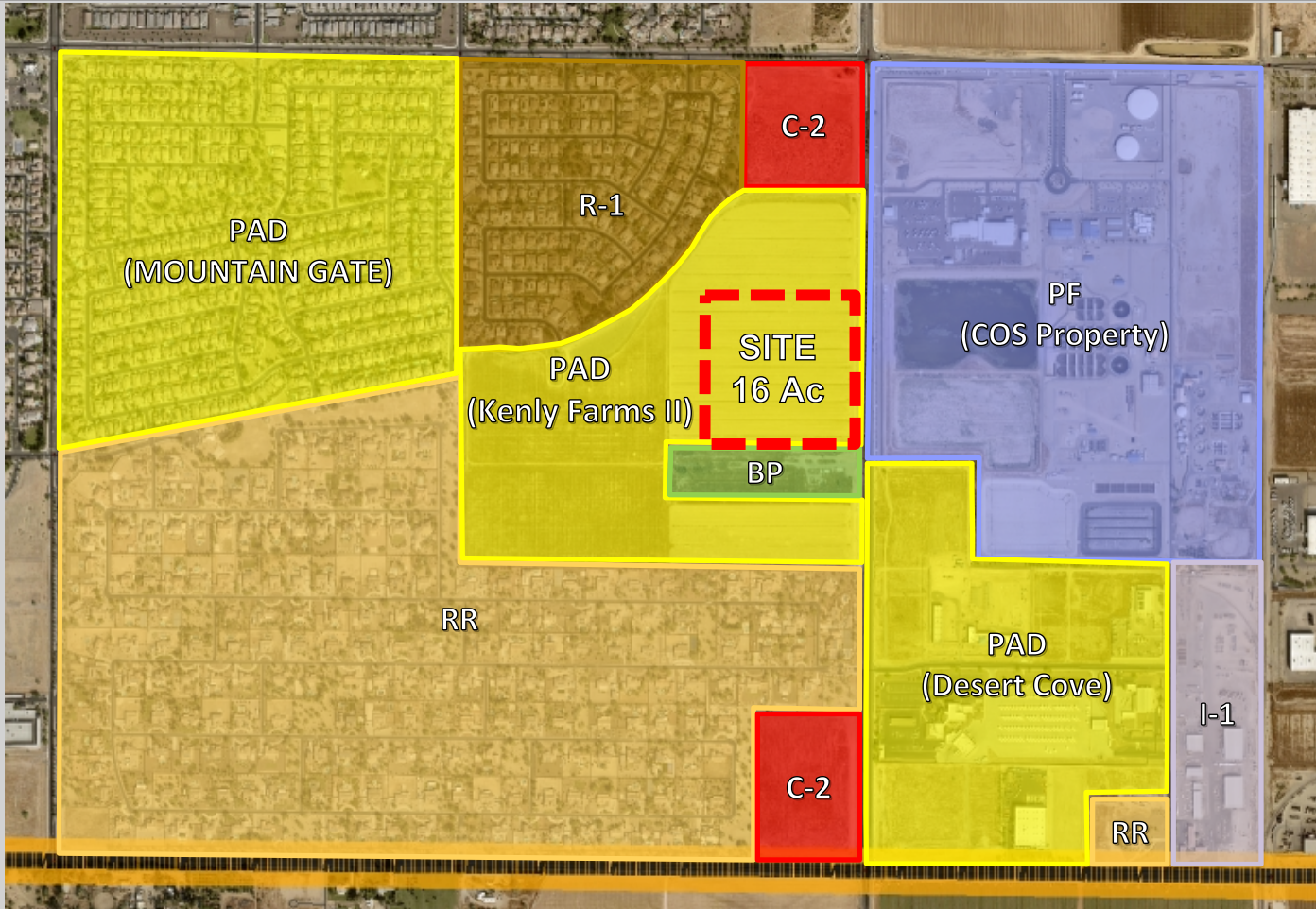
Final Plat

City Council
September 7, 2021

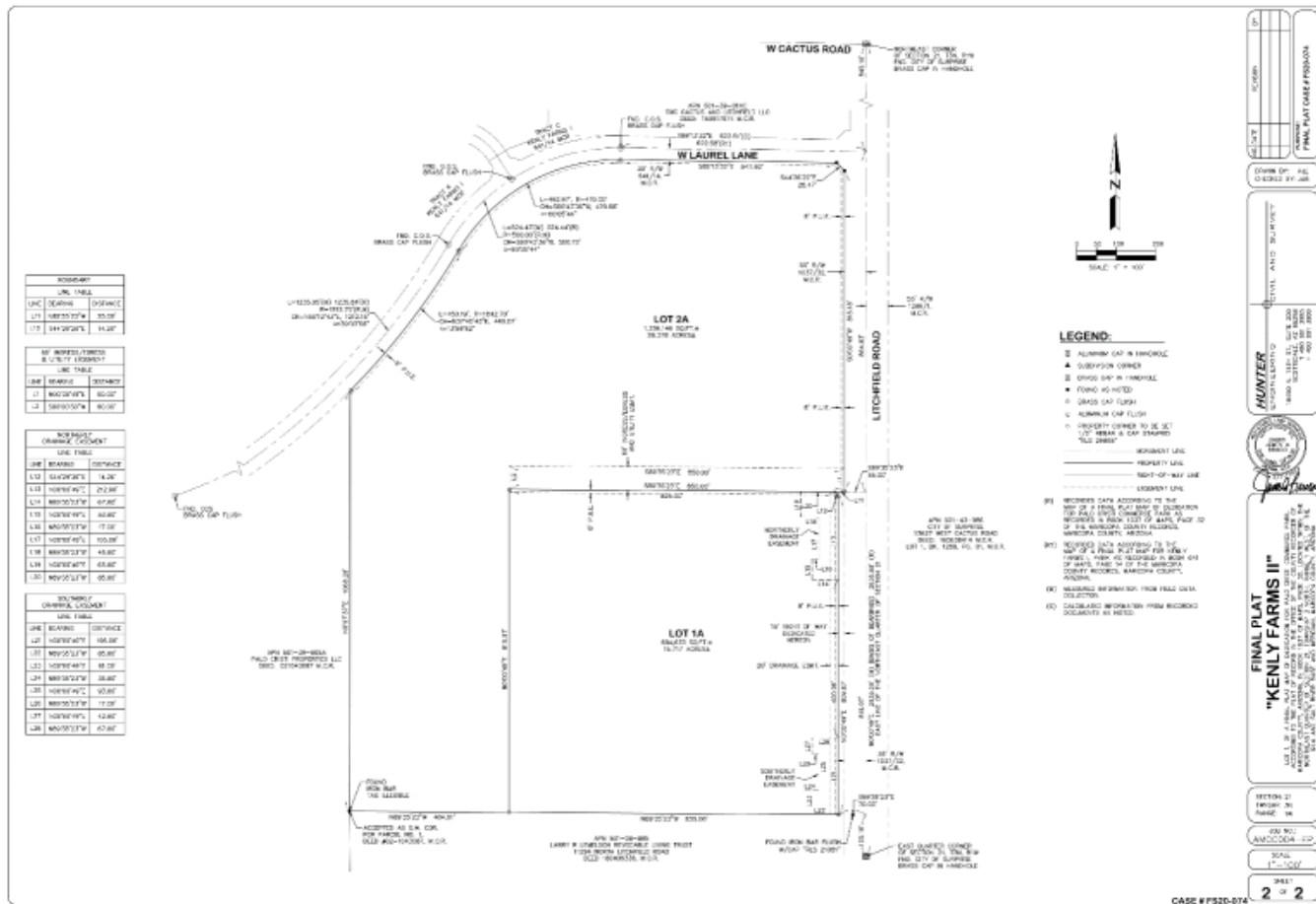


FS20-074 VICINITY MAP

FS20-074 ZONING



FS20-074 FINAL PLAT





QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 7, 2021 Contact Person: Trever Fleetham
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Re-Plat entitled, "Toll at Prasada, Unit Q - Phase 2" and dated July 7, 2021, an approximately 13.158 acre property generally located west of Cotton Lane, between Peoria Avenue and Cactus Road. (Case FS21-186)

Motion:

I move to approve the Final Plat entitled, "Final Re-Plat Toll at Prasada, Unit Q - Phase 2" and dated July 7, 2021.

Background:

The subject request involves a Final Plat for Unit Q Phase 2 of the Toll at Prasada project. The proposed final plat contemplates 38 standard lots. The preliminary plat for Unit Q was approved under case FS20-259.

Objective Analysis:

The subject Final 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 2.89 DU/Ac, Unit Q in total most closely aligns with the Urban 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 FS21-186 Toll at Prasada Unit Q Phase 2 09-07-21 CC Staff Report
 2. 01 FS21-186 Vicinity Map
 3. 02 FS21-186 Toll at Prasada Unit Q Phase 2 Final Plat
 4. FS21-186 Toll at Prasada Unit Q Phase 2 09-07-21 CC Final Plat Presentation
-

Case: FS21-186

Project Name: Toll at Prasada Unit Q Phase 2

Council District: 3 - Mesquite

Meeting Date: September 7, 2021

Planner: Trever Fleetham, AICP

Owner: Toll Prasada, LLC

Applicant: Aaron Insco of Toll Bros, Inc.

Request: Final Plat for Toll at Prasada Unit Q Phase 2 in the Prasada PAD

Site Location: Generally located west of Cotton Lane, between Cactus Road and Peoria Avenue

Lot Yield: 38

Area: 13.158 acres

Density: 2.89 DU/Ac.

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

Support/Opposition: None known

Findings:

- The proposed Final Plat is consistent with the Prasada PAD.
- The proposed Final Plat is consistent with the Preliminary Plat as approved under FS20-259.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions: **Approval** of the requested Final Plat will allow the developer to obtain civil permits and commence construction of Unit Q Phase 2 of the Toll at Prasada Project.

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.

December 1, 2020: The City Council approved the Preliminary Plat for Toll at Prasada Unit Q under case FS20-259.

March 5, 2021: The applicant filed case FS21-186, the subject case.

ANALYSIS AND DISCUSSION:

The proposed subdivision is the second, and middle, phase of Unit Q of Toll at Prasada. The plat includes 38 single-family residential lots, while units 1 and 3 will be condo plats. Primary access to this subdivision will be via Superior Boulevard, which runs along the southerly boundary of the site. The subject site will also have 2.2 acres of passive open space. The subject final plat is consistent with the preliminary plat approved under case FS20-259 and the Prasada PAD.

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 2.89 DU/Ac, Unit Q Phase 2 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.

105 **REVIEWING AGENCIES:**

106
107 The subject request was routed to the standard reviewing agencies, who offered the following
108 comments:

109
110 **Maricopa Water District (MWD):** In an email dated March 8, 2021, MWD stated the project is
111 located within an area included in the Toll at Prasada Development and Water Delivery Agreement
112 between MWD and the original developer/landowner.

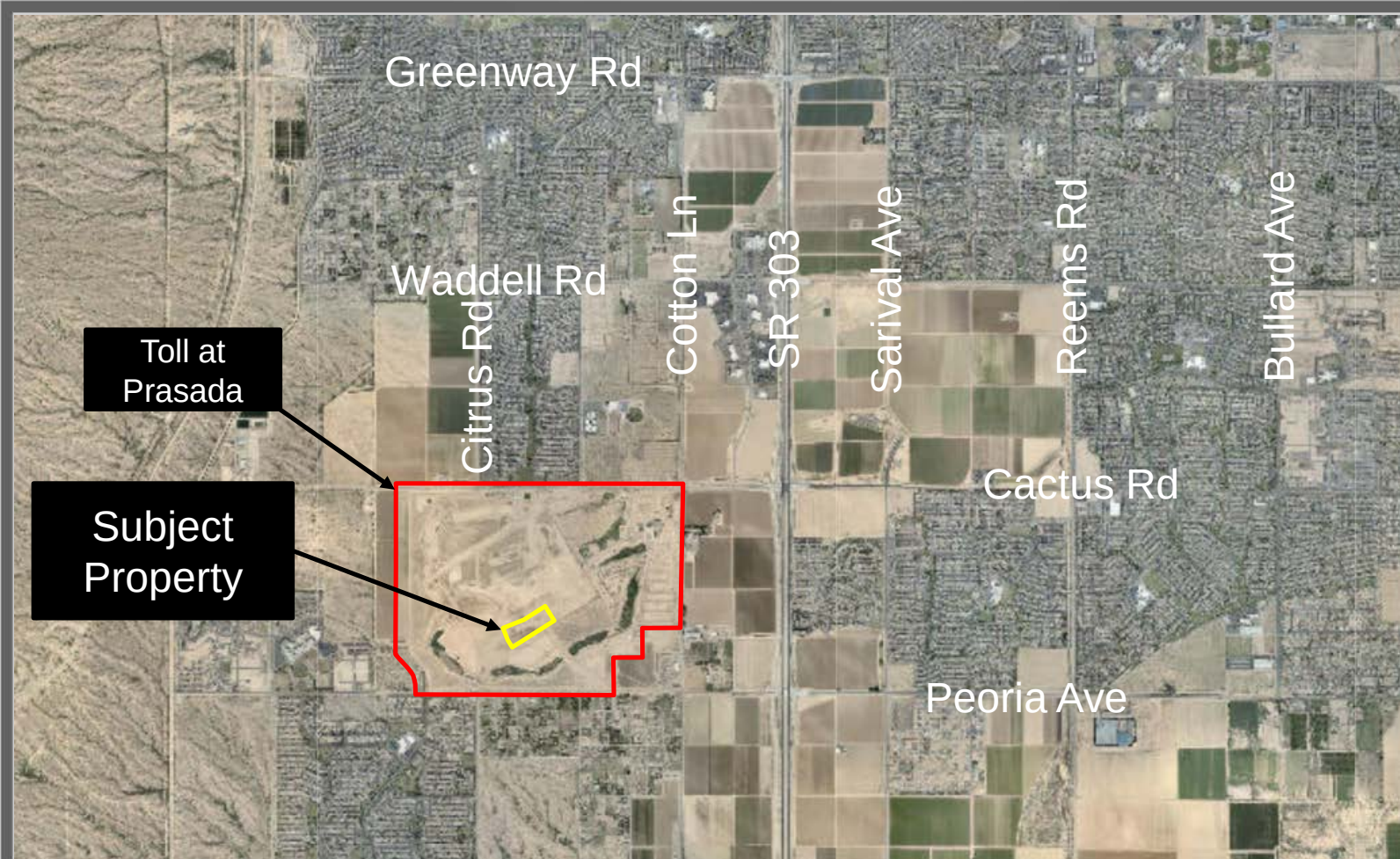
113
114 **Luke Air Force Base (LAFB):** In a memo dated March 9, 2021, LAFB stated the request will not
115 negatively impact flight operations, but recommends a strong notification program.

116
117 **Summary:**

118
119 The subject Final Plat meets the requirements of the Prasada PAD, in addition to other applicable
120 requirements as set forth in the LDO. All city reviewing departments have reviewed the request and
121 expressed no concerns.

122
123 **Attachments:**

- 124
125 01 Toll at Prasada Unit Q Phase 2 Vicinity Map
126 02 Toll at Prasada Unit Q Phase 2 Final Plat



FS21-186 Vicinity Map

Jul 07, 2021 12:48pm S:\Projects\2016\16-339\Legal Survey\Draws\Final Plats\Phase 3\Unit Q\16-339 - Unit Q Pn2 Plat.dwg terontontis

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, "OWNER", HAS SUBDIVIDED UNDER THE NAME TOLL AT PRASADA, UNIT Q – PHASE 2, BEING A RE-PLAT OF A PORTION OF PARCEL Q AND A PORTION OF HOLE 18 TRACT, TOLL AT PRASADA, PHASE 2 MASTER PLAT AS RECORDED IN BOOK 1576 OF MAPS, PAGE 33, RECORDS OF MARICOPA COUNTY, ARIZONA AND PARCEL Q, TOLL AT PRASADA, PHASE 1 RE-PLAT AS RECORDED IN BOOK 1586 OF MAPS, PAGE 16, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF TOLL AT PRASADA, UNIT Q – PHASE 2 AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING THE SAME, AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR AND NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS 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 APPLICABLE: SEWER LINES AND MANHOLES, FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE SEWER LINES AND MANHOLES.

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

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

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

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

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 PUBLIC A PERPETUAL NON-EXCLUSIVE PUBLIC UTILITY ACCESS IN, UPON, OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS PRIVATE STREET TRACTS.

TRACTS "QA" THROUGH "QG" ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF THE HOMEOWNERS ASSOCIATION, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS. SAID HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING SAID TRACTS.

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.

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

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:

EPCOR PLAT ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

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:

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

OWNER'S PREDECESSOR, SUBURBAN LAND RESERVE, INC., A UTAH CORPORATION, FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AND WESTCOR/SURPRISE LLC, AN ARIZONA LIMITED LIABILITY COMPANY HAVE ENTERED INTO A PRE-ANNEXATION DEVELOPMENT AGREEMENT DATED SEPTEMBER 12, 2006 ("AGREEMENT") WITH CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON SEPTEMBER 19, 2066, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCUMENT NO. 20061238109. AGREEMENT WAS RECENTLY AMENDED AND RECORDED ON JULY 20, 2018, AT THE MARICOPA COUNTY RECORDER'S OFFICE DOCUMENT NO. 20180551464. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT.

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.

PUBLIC NOTICE

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

RELEASE OF LIABILITY

TOLL PRASADA 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.

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.

TOLL PRASADA 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.

EPCOR PLAT DEDICATION

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

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

IN WITNESS WHEREOF, EPCOR WATER ARIZONA INC. 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.

EPCOR WATER ARIZONA INC., AN ARIZONA DOMESTIC FOR-PROFIT CORPORATION

BY _____ DATE _____

ITS _____

GENERAL NOTES

- SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE X SHADED," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR THE HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- ZONING OF THE PROPERTY IS PER SURPRISE ZONING CASE FS17-587 OR AS SUBSEQUENTLY AMENDED.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT AS APPROVED UNDER CITY OF SURPRISE CASE FS20-259.

AREA SUMMARY TABLE		
DESCRIPTION	AREA (SF)	AREA (ACRES)
LOTS 1401-1438 (38 LOTS)	359,837	8.2607
TRACTS QA – QG	95,664	2.1961
PRIVATE STREETS (TRACT QPS1)	117,660	2.7011
GROSS AREA	573,160	13.1579

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 11/14/2018
CERTIFICATE NUMBER DATE

BASIS OF BEARING

THE BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST, BEARING SOUTH 00 DEGREES 24 MINUTES 11 SECONDS WEST PER GDACS 661-18 MCR.

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

LANDOWNER ENTERED INTO THE TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT DATED JANUARY 2, 2019 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON JANUARY 3, 2019, AT THE MARICOPA COUNTY RECORDERS' OFFICE AT 2019-0002436. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF TOLL PRASADA LLC, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 2021.

MARICOPA COUNTY MUNICIPAL WATER ATTEST:
CONSERVATION DISTRICT NUMBER ONE,
A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA

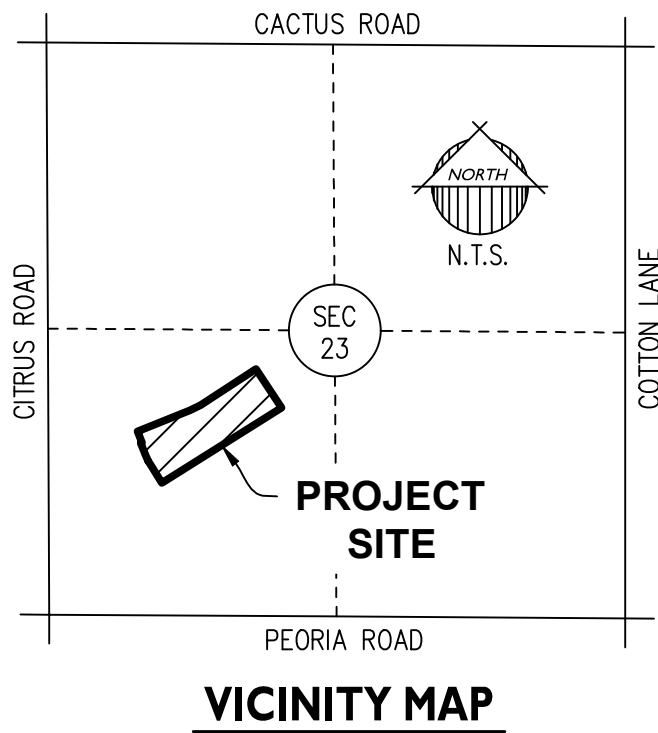
BY: _____ BY: _____
CHRISTINE CAIN GLEN VORTHERMS

ITS: PROPERTY & CONTRACTS MANAGER ITS: ASSISTANT SECRETARY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____



VICINITY MAP

DEVELOPER

TOLL BROTHERS
8767 E VIA DE VENTURA, SUITE 390
SCOTTSDALE, AZ 85258
TEL: (480)-503-2250
CONTACT: OSCAR DOMINGUEZ

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: JAMES ROGERS, P.E.

SHEET INDEX

- | | |
|-------|---|
| 1 | COVER SHEET |
| 2 | LOT AREA TABLE, TRACT AREA & USAGE TABLE, CURVE TABLE, LINE TABLE |
| 3 – 4 | FINAL PLAT PLAN SHEETS |

HOMEOWNERS ASSOCIATION RATIFICATION

KNOW ALL MEN BY THESE PRESENTS: THAT TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS PLAT FOR "TOLL AT PRASADA, UNIT Q – PHASE 2" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS PLAT.

IN WITNESS WHEREOF, TOLL AT PRASADA COMMUNITY ASSOCIATION, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2021.

TOLL AT PRASADA COMMUNITY ASSOCIATION, INC.,
AN ARIZONA NON-PROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

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:

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____ DATE _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL

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

ATTEST:

MAYOR DATE

CITY CLERK DATE

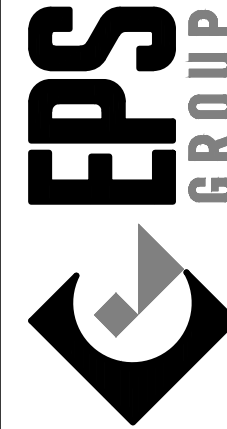
CERTIFICATION

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 FEBRUARY, 2021; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ROBERT A. JOHNSTON, RLS 37495
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
FAX: (480) 503-2258

DATE OF PREPARATION: 02/17/21 (REVISED 04/21/2021, REVISED 05/24/2021 & REVISED 07/07/2021)

1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

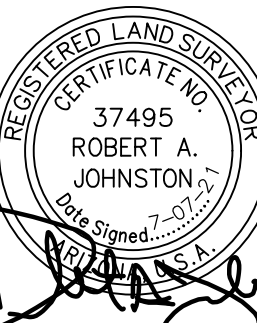


Project: Toll at Prasada
Unit Q - Phase 2
SURPRISE, ARIZONA

FINAL RE-PLAT

Revisions:

Designer: RAJ
Drawn by: TJP



Job No.
16-339
FP01
Sheet No.
1
of 4

FS21-186

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	CATEGORY
1401	12,100	0.2778	D2
1402	12,100	0.2778	D2
1403	12,100	0.2778	D2
1404	12,100	0.2778	D2
1405	13,472	0.3093	D2
1406	12,100	0.2778	D2
1407	12,100	0.2778	D2
1408	12,650	0.2904	D2
1409	12,651	0.2904	D2
1410	13,815	0.3171	D2
1411	7,794	0.1789	C
1412	11,357	0.2607	C
1413	5,905	0.1355	D1
1414	7,797	0.1790	D1
1415	10,578	0.2428	D1
1416	7,802	0.1791	D1
1417	7,708	0.1769	C
1418	8,419	0.1933	C
1419	11,663	0.2677	C
1420	11,336	0.2602	C
1421	6,600	0.1515	D1
1422	6,600	0.1515	D1
1423	5,500	0.1263	D1
1424	5,500	0.1263	D1
1425	5,500	0.1263	D1
1426	5,500	0.1263	D1
1427	6,600	0.1515	D1
1428	6,600	0.1515	D1
1429	11,307	0.2596	C
1430	11,446	0.2628	C
1431	8,896	0.2042	C
1432	8,514	0.1954	C
1433	9,391	0.2156	C
1434	8,917	0.2047	C
1435	8,192	0.1881	D1
1436	6,938	0.1593	D1
1437	11,667	0.2678	C
1438	10,622	0.2438	C

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	31.42'	20.00'	90°00'00"	20.00'	28.28'	N66°23'11"W
C2	31.42'	20.00'	90°00'00"	20.00'	28.28'	S23°36'49"W
C3	92.53'	520.00'	10°11'43"	46.39'	92.41'	S26°29'02"E
C4	86.84'	488.00'	10°11'43"	43.53'	86.72'	S26°29'02"E
C5	81.14'	456.00'	10°11'43"	40.68'	81.03'	S26°29'02"E
C6	31.42'	20.00'	90°00'00"	20.00'	28.28'	N66°23'11"W
C7	31.42'	20.00'	90°00'00"	20.00'	28.28'	S23°36'49"W
C8	56.23'	316.00'	10°11'43"	28.19'	56.16'	S26°29'02"E
C9	52.67'	296.00'	10°11'43"	26.41'	52.60'	S26°29'02"E
C10	49.11'	276.00'	10°11'43"	24.62'	49.05'	S26°29'02"E
C11	78.54'	50.00'	90°00'00"	50.00'	70.71'	S76°34'54"E
C12	31.42'	20.00'	90°00'00"	20.00'	28.28'	S76°34'54"E
C13	59.02'	300.00'	11°16'19"	29.61'	58.93'	N62°58'40"E
C14	62.96'	320.00'	11°16'19"	31.58'	62.85'	N62°58'40"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C15	66.89'	340.00'	11°16'19"	33.55'	66.78'	N62°58'40"E
C16	31.79'	20.00'	91°04'36"	20.38'	28.55'	N77°07'12"W
C17	31.04'	20.00'	88°55'24"	19.63'	28.02'	S15°52'48"W
C18	31.42'	20.00'	90°00'00"	20.00'	28.28'	N13°25'06"E
C19	78.54'	50.00'	90°00'00"	50.00'	70.71'	N13°25'06"E
C20	31.42'	20.00'	90°00'00"	20.00'	28.28'	N77°39'30"W
C21	31.42'	20.00'	90°00'00"	20.00'	28.28'	S12°20'30"W
C22	31.42'	20.00'	90°00'00"	20.00'	28.28'	N77°39'30"W
C23	78.54'	50.00'	90°00'00"	50.00'	70.71'	N77°39'30"W
C24	78.54'	50.00'	90°00'00"	50.00'	70.71'	N12°20'30"E
C25	78.54'	50.00'	90°00'00"	50.00'	70.71'	S77°39'30"E
C26	31.42'	20.00'	90°00'00"	20.00'	28.28'	S77°39'30"E
C27	31.42'	20.00'	90°00'00"	20.00'	28.28'	N12°20'30"E

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
QA	LANDSCAPE, OPEN SPACE & **PUBLIC UTILITY EASEMENT	8,986	0.2063
QB	LANDSCAPE, OPEN SPACE, STORM DRAIN, **SIGHT DISTANCE TRIANGLE EASEMENT & **PUBLIC UTILITY EASEMENT	11,077	0.2543
QC	LANDSCAPE, OPEN SPACE, **SIGHT DISTANCE TRIANGLE EASEMENT & **PUBLIC UTILITY EASEMENT	4,283	0.0983
QD	LANDSCAPE, OPEN SPACE, STORM DRAIN, **SIGHT DISTANCE TRIANGLE EASEMENT, **PUBLIC UTILITY EASEMENT & **SEWER EASEMENT	58,964	1.3536
QE	LANDSCAPE, OPEN SPACE & **SIGHT DISTANCE TRIANGLE EASEMENT	5,135	0.1179
QF	LANDSCAPE, OPEN SPACE, **PUBLIC UTILITY EASEMENT, **WATER EASEMENT & **FIRE ACCESS EASEMENT	2,199	0.0505
QG	LANDSCAPE, OPEN SPACE, STORM DRAIN & **PUBLIC UTILITY EASEMENT	5,020	0.1152
QPSI	PRIVATE STREET TRACT & PUBLIC UTILITY EASEMENT	117,660	2.7011

NOTES

1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS, AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
3. ** THE EASEMENTS LISTED ABOVE (SHOWN WITH AN ASTERISK **) ONLY AFFECT A PORTION OF THE TRACT WITH WHICH THEY ARE LISTED, AND ARE FULLY DELINEATED WITHIN THE PLAT. OTHER "USES" LISTED ABOVE ARE COMMON AREA.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S68°36'49"W	10.00'
L2	S31°34'54"E	37.18'
L3	S31°34'54"E	27.18'
L4	N57°20'30"E	10.00'
L5	N57°20'30"E	10.00'
L6	N57°20'30"E	30.00'

LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2.5" IRON PIPE IN POTHOLE AT THE SOUTH QUARTER CORNER OF SAID SECTION 23, FROM WHICH A MCDOT BRASS CAP AT THE SOUTHWEST CORNER OF SAID SECTION 23 BEARS SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 2644.60 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 1587.76 FEET TO A POINT ON SAID SOUTH LINE;

THENCE, DEPARTING SAID SOUTH LINE NORTH 0 DEGREES 00 MINUTES 05 SECONDS WEST, 1205.63 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 31 DEGREES 34 MINUTES 16 SECONDS WEST, 189.65 FEET;

THENCE NORTH 30 DEGREES 28 MINUTES 06 SECONDS WEST, 50.03 FEET;

THENCE NORTH 25 DEGREES 21 MINUTES 23 SECONDS WEST, 59.57 FEET;

THENCE NORTH 21 DEGREES 33 MINUTES 05 SECONDS WEST, 77.70 FEET;

THENCE NORTH 21 DEGREES 23 MINUTES 11 SECONDS WEST, 40.00 FEET;

THENCE NORTH 68 DEGREES 36 MINUTES 49 SECONDS EAST, 14.36 FEET;

THENCE NORTH 21 DEGREES 23 MINUTES 11 SECONDS WEST, 110.00 FEET;

THENCE NORTH 68 DEGREES 36 MINUTES 49 SECONDS EAST, 521.69 FEET;

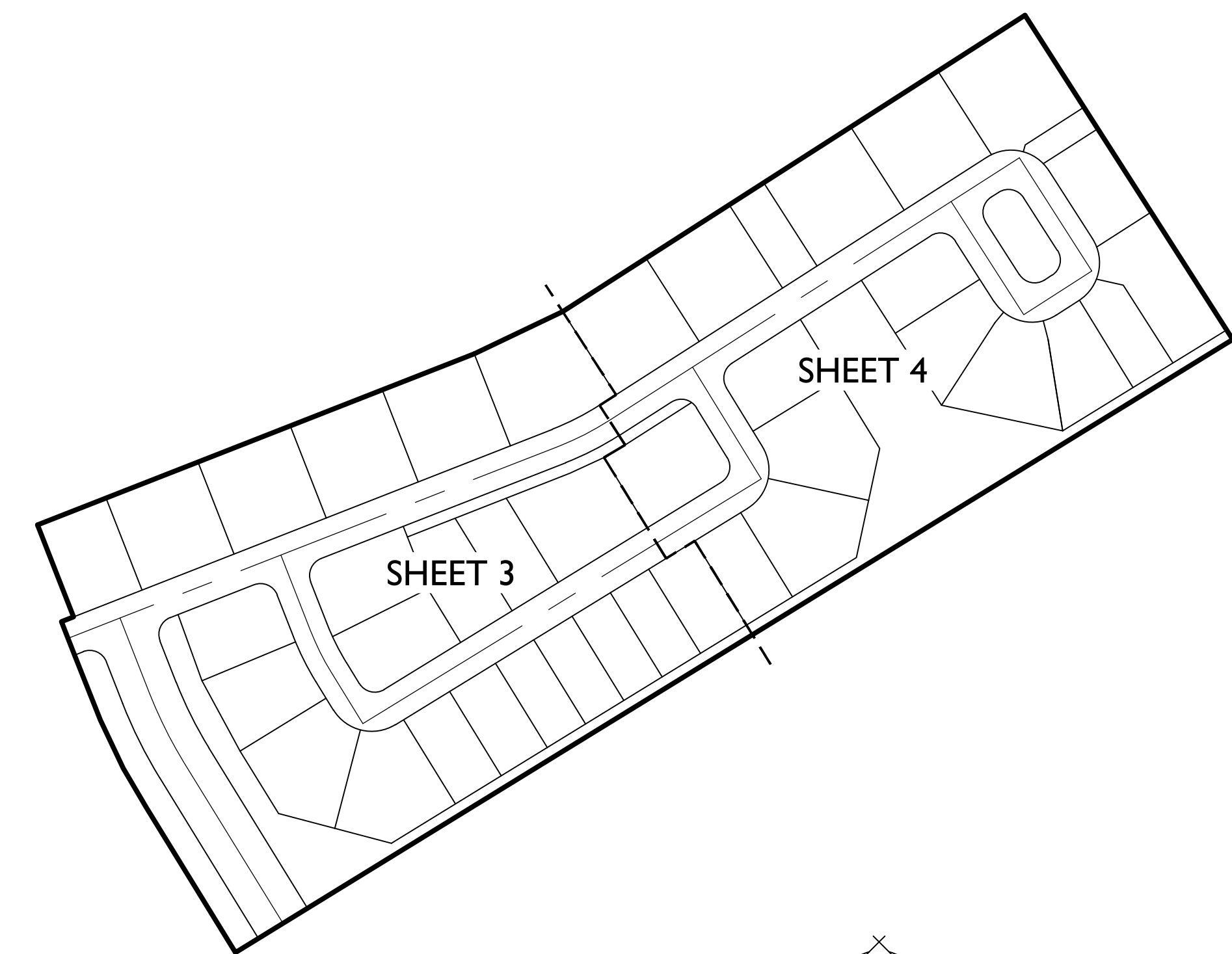
THENCE NORTH 64 DEGREES 27 MINUTES 25 SECONDS EAST, 108.91 FEET;

THENCE NORTH 57 DEGREES 20 MINUTES 30 SECONDS EAST, 610.64 FEET;

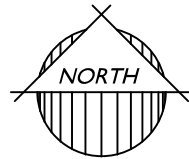
THENCE SOUTH 32 DEGREES 39 MINUTES 30 SECONDS EAST, 428.25 FEET;

THENCE SOUTH 58 DEGREES 25 MINUTES 06 SECONDS WEST, 1302.02 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 13.1579 ACRES, MORE OR LESS.



KEY MAP (NTS)



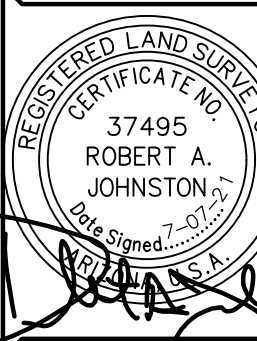
Project:

Toll at Prasada
Unit Q - Phase 2
SUDBURY, ARIZONA

FINAL RE-PLAT

Revisions:

Designer: RAJ
Drawn by: TJP



Job No

16-339

FP02

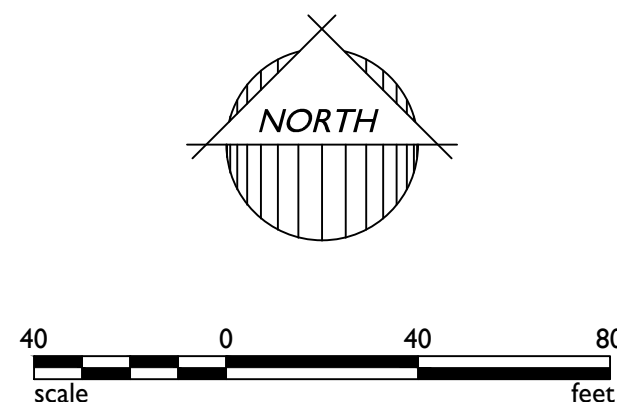
Sheet No.

2

2
of 4

FS21-186

- LEGEND**
- FOUND MONUMENT, AS NOTED
 - CORNER OF SUBDIVISION
 - BRASS CAP TO BE SET AT CONSTRUCTION
 - R/W RIGHT-OF-WAY
 - M.C.R. MARICOPA COUNTY RECORDER
 - PS PRIVATE STREET
 - SVT SIGHT VISIBILITY TRIANGLE EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - INDICATES STARTING AND ENDING LOT NUMBERING



1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2350 | F:480.503.2358
www.epsgroupinc.com

EPS GROUP

Toll at Prasada
Unit Q - Phase 2
SURPRISE, ARIZONA

FINAL RE-PLAT

Project:

Revisions:

Designer: RAJ
Drawn by: TJP

Job No. 16-339

FP04

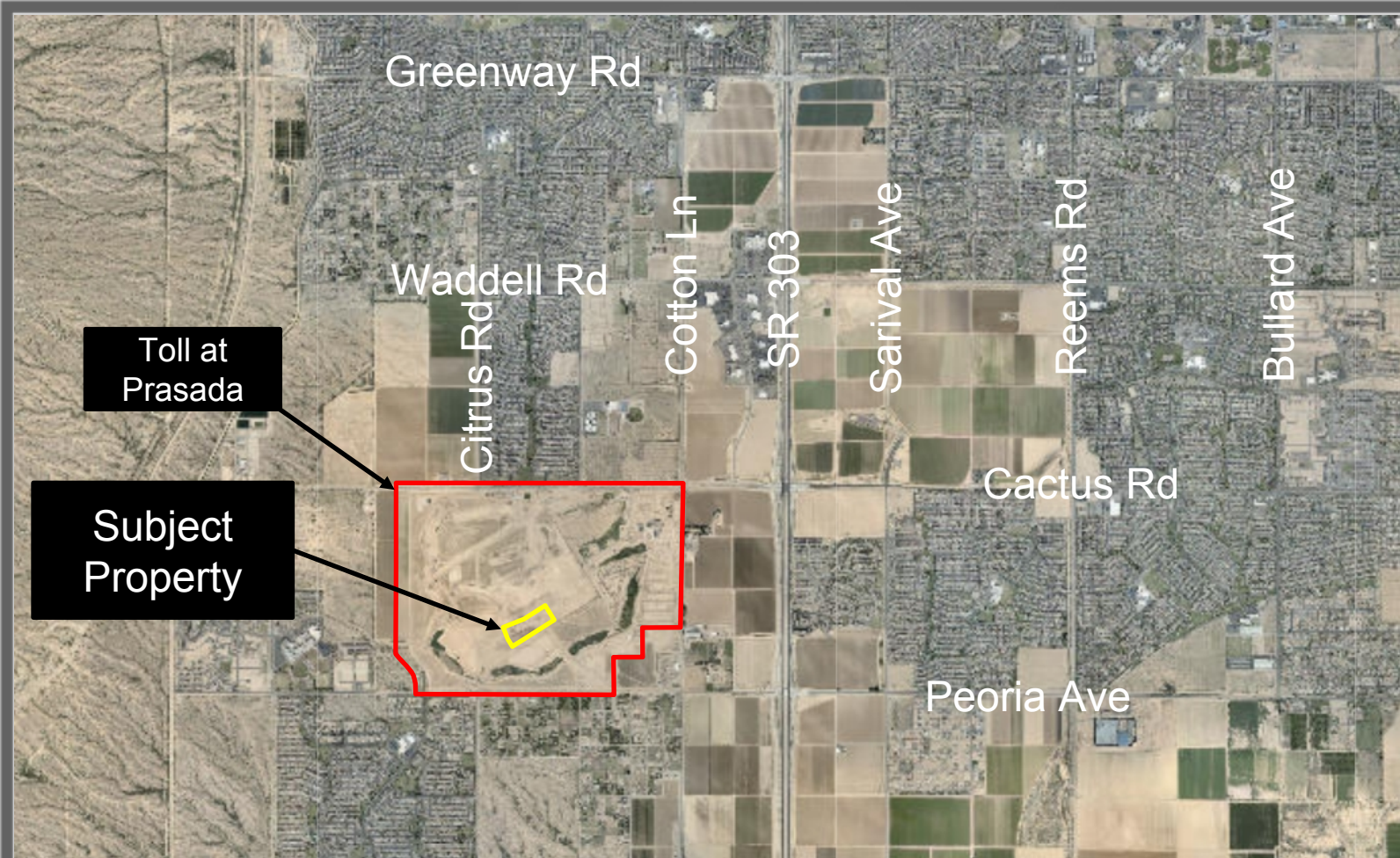
Sheet No. 4 of 4

FS21-186

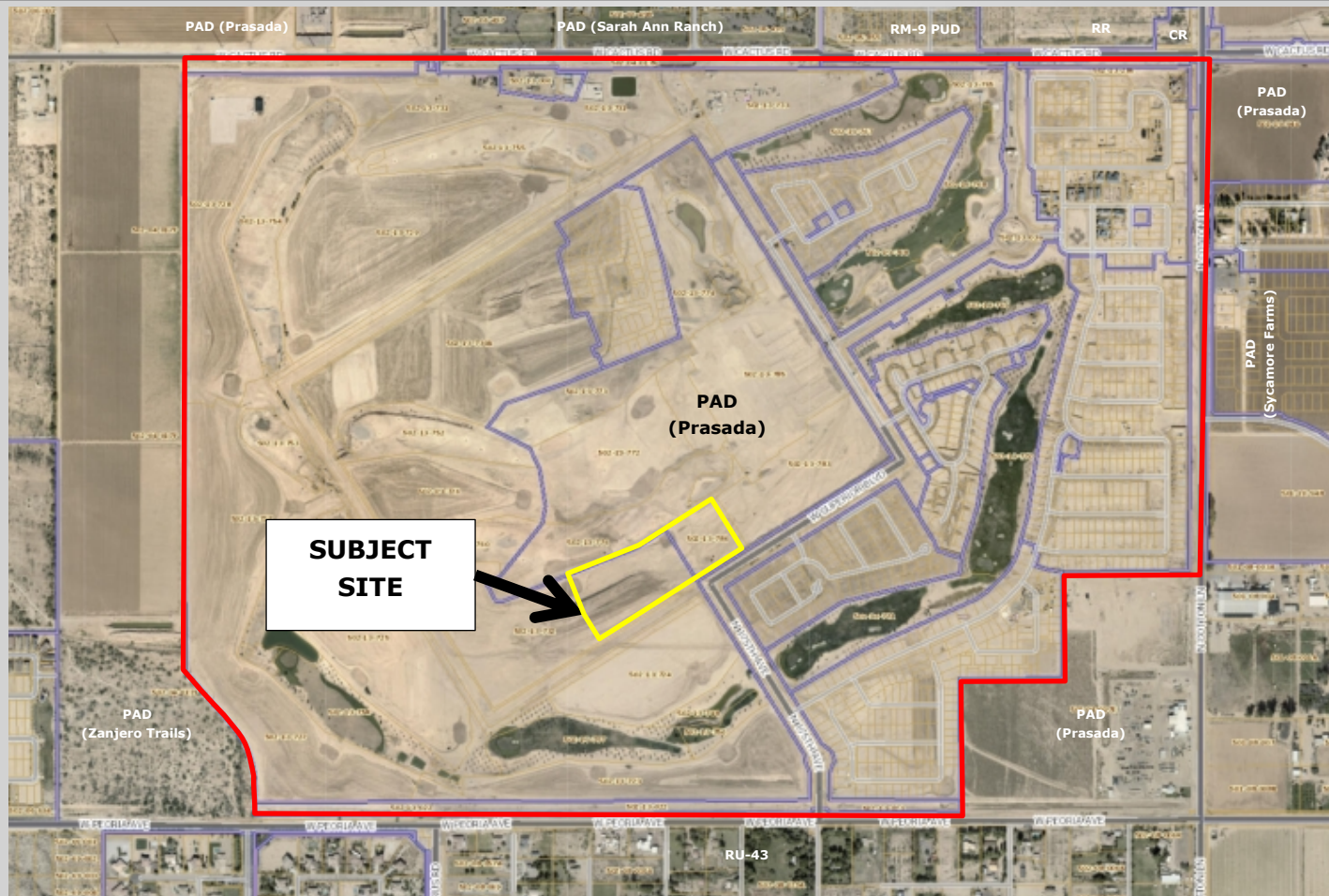


City Council
September 7, 2021

Toll at Prasada
Unit Q Phase 2 Final Plat
FS21-186



FS21-186 Vicinity Map



FS21-186 Case Map

Sterling Grove Master Plan





FS21-186 Final Plat



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 7, 2021

Contact Person: Robert Wingo, CITY
ATTORNEY

Submitting Department: Legal

District: Internal

Staff Recommendations:

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

Consideration and action pertaining to acceptance of a grant in the amount of \$1,522.00 from the Office of the Attorney General Victims' Rights Program to support and offset the costs associated with the Victim Assistance program mandated under victims' rights laws; Resolution # 2021-123.

Motion:

I move to approve Resolution # 2021-123.

Background:

The City was awarded \$1,522 from the State of Arizona Office of Attorney General to be used for the Victims' Rights Program. The City of Surprise City Attorney Criminal Division, in its efforts to promote safety and wellness within the community, maintains a Victim Services Program. This program is designed to keep victims apprised of their rights during the pendency of the criminal proceedings and connect them with resources that may provide necessary support. The program relies heavily on grant funding to pay for supplies and other expenditures to carry out its function.

Objective Analysis:

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

Policy Compliant:

This grant acceptance is consistent with City Council's directive to identify and utilize all available sources of funding, including grants, to maintain, improve, and expand City programs which do not generate funds of their own.

Financial Impact:

Acceptance of this item will result in a one-time expenditure in the amount of \$1,522 for general office supplies, printer supplies, brochures, printing and mailing costs mandated by state law for the Victim Services Program. There is no city match required.

Budget Impact:

The FY22 adopted budget included the grant as a new grant project under G13084 FY22 Victims'

Rights Program; therefore, a budget amendment will not be necessary.

FTE Impact:

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

ATTACHMENTS:

1. 21.8.16 Final Res 2021-123 Authorization to Accept VRP Grant Award
 2. 21.8.11 AZAG_AwardAgreement
-

RESOLUTION # 2021-123

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ACCEPT THE GRANT AGREEMENT AND FUNDING FROM THE STATE OF ARIZONA OFFICE OF THE ATTORNEY GENERAL VICTIMS' RIGHTS PROGRAM.

WHEREAS, the State of Arizona Office of the Attorney General Victims' Rights Program (VRP) has awarded the City of Surprise \$1,522 in grant funding to support and offset the costs associated with the Victim Assistance Program mandated under victims' rights laws;

WHEREAS, the budget authority for the grant award is included in project G13084 FY22 Victims' Rights Program as part of the FY2022 budget;

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

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

Section 1. The City Manager, or his designee, is hereby authorized to accept a grant in the amount of \$1,522 from the Office of the Attorney General Victims' Rights Program.

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.

SIGNATURE ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2021.

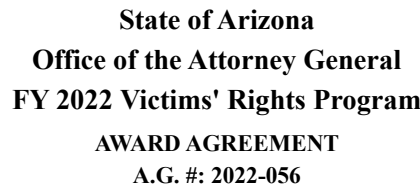
Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



<i>Name:</i>	Surprise City Attorney's Office
<i>Contact:</i>	Charity Collins
<i>Address:</i>	16081 N. Civic Center Plaza, Suite 104, Surprise, AZ 85374
<i>Award Amount:</i>	\$1,522.00
<i>Purpose:</i>	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting City Prosecutor as an entity type.

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CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 7, 2021

Contact Person: Brenden Espie, ASSISTANT
FIRE CHIEF

Submitting Department: Fire - Medical

District: Internal

Staff Recommendations: None

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) between the City of Surprise and the City of Phoenix for fire service trainings; Resolution # 2021-132.

Motion:

I move to approve Resolution #2021-132

Background:

This resolution is to approve an IGA between the City of Surprise and the City of Phoenix for the purpose of participating in fire service training hosted by the City of Phoenix. Fire service training includes, but is not limited to: Aircraft Rescue Firefighter (ARFF) Certification Training, Firefighter Recruit Training, Fire Inspector Training, Hazardous Material Technical (HZM) Certification Training, EMT/Paramedic Recertification Training (CORE), and Technical Rescue Technician (TRT) Certification Training, and follow-on required continuing education.

Objective Analysis:

This IGA ensures consistency of fire service training initiatives among the Regional Metropolitan Phoenix Fire Service Automatic Aid partners at a recognized fire training academy. This agreement identifies the base fee for a recruit to attend the academy as well as invoicing terms, non-academy fees, equipment needs, record keeping and other essential contract elements.

Policy Compliant:

This request is compliant with all city policies.

Financial Impact:

Ongoing training expenses are budgeted for each year in the General Fund, Ambulance Fund and Wildland Fund for a total of \$87,500 that include the fees outlined in Exhibit A of the IGA.

Budget Impact:

This agreement will not have a budgetary impact. All training has been budgeted as an ongoing expense. \$58,700 is budgeted out of the General Fund, \$7,500 is budgeted out of the Ambulance Fund, and \$21,300 is budgeted out of the Wildland Fund. Future training will be budgeted as outlined in this

agreement, along with any other training requirements.

FTE Impact:

No FTE Impact.

ATTACHMENTS:

1. 21.08.17 Res 2021-132 IGA for Fire Service Training
-

RESOLUTION # 2021-132

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SURPRISE, ARIZONA APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF
PHOENIX TO PROVIDE TRAINING TO SURPRISE FIRE-
MEDICAL.**

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

WHEREAS, the City of Phoenix runs a fire recruit training academy and has expertise in its Department that does not exist within Surprise Fire-Medical; and

WHEREAS, the City desires to, and it is cost efficient to, obtain these services from the City of Phoenix rather than trying to duplicate these services.

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

Section 1. The City is hereby authorized to enter into an intergovernmental agreement, attached as Exhibit A, with the City of Phoenix to allow the City's access to training services as detailed in the intergovernmental agreement.

Section 2. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this ____ day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF SURPRISE
FOR FIRE SERVICE TRAINING**

Phoenix Contract No. _____
Surprise Contract No. _____

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____, 202_, by and between the City of Phoenix, for and on behalf of the Phoenix Fire Department ("the City"), and the City of Surprise, for and on behalf of the Surprise Fire-Medical Department ("the Agency"). Throughout this Agreement, the City and the Agency individually may be referred to as "Party" and may be referred to collectively as "Parties" to this Agreement.

RECITALS

WHEREAS, the City Manager of Phoenix, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, the City and the Agency are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix; and,

WHEREAS, agreements for fire service training and intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions; and,

WHEREAS, it is the desire of the municipalities, governmental jurisdictions, agencies, and fire districts participating in this Agreement, to work together for mutual benefit of the public, Agency's community and all of the Agency's personnel; and,

WHEREAS, the Agency desires to participate in Phoenix Fire Department Fire Service Training in order to more effectively provide emergency fire, medical and other services; and,

WHEREAS, the City desires the participation of the Agency to more effectively provide emergency fire, medical and other services; and,

WHEREAS, Ordinance No. _____ dated _____ authorized the City to enter into an agreement with the City of Surprise for participation in the Phoenix Fire Department Fire Service Training.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

ARTICLE I. PURPOSE

The Parties desire to enter into this Agreement for the purpose of enabling them to conduct and participate in fire service training hosted by the City. Fire service training includes, but is not limited to: Aircraft Rescue Firefighter (ARFF) Certification Training, Firefighter Recruit Training, Fire Inspector Training, Hazardous Material Technical (HMT) Certification Training, EMT/Paramedic Recertification Training (CORE), and Technical Rescue Technician (TRT) Certification Training, and follow-on required continuing education.

ARTICLE II. STATEMENT OF SERVICES

1. Fire Service Training:

The City will provide fire service training and follow-on continuing education as outlined in Exhibit A, Fire Service Training Menu.

2. Availability of Training:

Nothing in this Agreement creates an obligation or otherwise requires the City to host training, or to provide an opportunity in any particular training class to the Agency.

3. Training Records:

The City will provide original training records for the Agency's personnel upon the completion of any training being provided, or upon termination of the Agency personnel's attendance in the training program. The City will maintain records of lesson plans, class rosters, and other documentation common to the class as a whole when the law, fire service standards, or best practices require or make reasonable and prudent the preservation of such information.

4. Equipment and Assistance with Training:

4.1 The City shall specify the equipment and materials ("Required Equipment") that the Agency must provide to its employees, or that the Agency employees must have in order to participate in any particular training program. The Agency's employees must have the required equipment as a condition of participation in the training program.

4.2 Upon reasonable request, the Agency will provide the City with instructors for assistance. When the Agency has facilities or equipment (e.g., a burn building, training props, apparatus, etc.) that can facilitate a specific training being conducted by the City, the Agency will allow the City to use such facilities, subject to their availability, when it is determined by both Parties to be in their mutual best interest. Any such contributions by the Agency, to the extent applicable, will be considered in determining the Training Fees.

5. Discipline. Academic Requirements and Skill Performance Standards:

5.1 The City reserves the right, in its sole discretion, to determine whether the Agency employees are maintaining the minimum requirements necessary to continue in the training. In the event a student is removed for failure to abide by training or affiliated training location or vendor academic, ethical, or disciplinary standards applicable to all fire service training students, the employing party will remain responsible for full payment of contractual training fees. Removal from training is apart and independent from whether the impacted employee is disciplined or terminated by the employing Agency.

5.2 Employees of both Parties shall be subject to the same standards for purposes of training and academics. In the event that an Agency employee is suspected of having engaged in misconduct while in training being conducted by the City, the City shall report the suspected misconduct to the Agency as soon as practicable. The employing Agency will be responsible for conducting any appropriate investigation and taking corrective action or discipline.

5.3 The City has the sole responsibility and authority to determine issues relating to: (1) the curriculum and content of instruction for training; (2) the training schedule and hours; (3) decisions about whether the Agency's employees should remain in the training; (4) the implementation and execution of policies and procedures applicable to City controlled training and City owned training locations , (5) the facility and location of site specific training, (6) the assignment and use of any Agency provided instructors, staff, or equipment.

5.4 The Parties understand and agree that the City will determine the curriculum for training programs to meet, in part, to satisfy the City standards, which may include the skill performance standards within the Phoenix Fire Department's Training Standards. The Agency may request cross-training on the City materials, the presentation of which shall be provided by the Agency's personnel. The Parties further understand and agree that the City will determine the appropriate location necessary to support training programs which, in part, satisfy the City standards. Additional training needs beyond the City standards, which may require additional time and resources, by way of separate agreements will be the sole responsibility of the requesting Agency.

- 5.5 The City will regularly communicate with the Agency on issues that may affect the ability of an Agency's employee to successfully complete the training program, including, but not limited to academics, physical fitness, discipline, requirements of the Arizona State Fire Marshal and Arizona Department of Health Services. The City will advise the Agency, as soon as possible, when it appears that an Agency employee may be subject to being removed from a City training program.

6. AGENCY RESPONSIBILITIES:

Agency agrees to be responsible for ensuring that their employees sent to the City premises or training location pursuant to this Agreement meet the following minimum requirements to receive the training:

- 6.1 Agency warrants that all Agency employees participating in training are thoroughly familiar with the type of exercise and physical ability necessary to participate and represents that, to the best of its knowledge, the health and physical condition of all Agency employees participating is excellent and that they are capable of undertaking this training.
- 6.2 Agency warrants that all Agency employees participating in training are thoroughly familiar with the type of training being conducted and that their training and experience is sufficient to undertake this training.
- 6.3 Agency agrees that prior to receiving City fire training services training or utilizing a City facility for training, Agency employees must sign and submit an Assumption of Risk and Release Agreement City of Phoenix Fire Service Training Form, Exhibit B.
- 6.4 While on City premises and at any other time or place during which Training Services or other activity pursuant to this Agreement is being conducted Agency warrants that employees shall comply with all applicable United States Federal, State of Arizona, and Local laws, statues and ordinances, and with all legal and applicable regulations or orders of any governmental department, board, bureau, or agency, including the City.
- 6.5 Agency will ensure that Agency employees have required protective gear, uniforms, or other required equipment for the Training Services.
- 6.6 Necessary third party agreements: Due to the variety of insurance, indemnification, background check requirements etc., where training requires a separate Agreement in order to provide clinical rotations, such as in Paramedic Training, the Agency will be solely responsible for making sure their employees are covered under an agreement with the non-City owned training site location and the Agency.

For Paramedic Training clinical rotations, the City will provide the necessary academic instruction. Additionally, the City will assist and track students with the required record keeping which is reviewed weekly to include patient assessment areas, skills completed, hours worked, student and preceptor evaluations and documentation of all patient contacts. City staff available to the students throughout the clinical training includes the Program Director, Clinical Coordinator, Program Coordinator and any additional EMS staff assigned to the paramedic class. Student identification badges, access to electronic record keeping or paper records for the students to track all of the required hours, skills and assessments to meet CAAHEP, CoAEMSP and AZDHS requirements will be provided by the City.

However, the insurance, indemnification, and decisions about agreeing to site specific background checks and policies will be the responsibility of the Agency, as evidenced through separate agreements.

ARTICLE III. TERM OF THE AGREEMENT

1. Term:

This Agreement shall commence on the Effective Date referenced above, and shall continue in force for five-years or until terminated by formal act of the Parties.

2. Termination and Cancellation:

Either Party at their convenience, by written notice, may terminate this Agreement in whole or in part by providing thirty days (30) written notice to the other Party. If this Agreement is terminated, the Agency, will be liable under the provisions of this contract for services and material rendered and accepted. In addition, the Parties acknowledge that this Agreement is subject to the cancellation by either party pursuant to the provisions of A.R.S. § 38-511. Upon cancellation or termination of this Agreement, each party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. Governing Law; Forum; Venue:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts in the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2. Implied Terms:

Each and every provision of law and any clause required by law to be in this Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement shall be amended to make such insertion or correction.

3. Entire Agreement; No Waiver; Amendment:

This Agreement is intended by the undersigned Parties as the final expression of their agreement and is intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object. Any delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement by a Party may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions by that Party. This Agreement may not be modified or amended except in a writing signed by both Parties.

4. Health Insurance Portability and Accountability Act (HIPAA) of 1996:

The Parties certify that each 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 Agreement. The Parties warrant that each will cooperate in the course of performance of the Agreement so that the Parties will be in compliance with HIPAA.

5. Third-Party Beneficiary Clause:

The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

6. Fund Appropriation Contingency:

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the associated expenditures. The Parties cannot assure that the funding for this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.

7. No Joint Venture:

No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.

8. Assignment and Delegation:

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by either Party without the prior written consent of both Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.

9. Independent Contractor Status:

To the extent required by law, the Parties agree that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. To the extent applicable by law, neither Agency nor any of Agency's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City.

10. Workers' Compensation:

To the extent required by law, and pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the agency solely liable for payment of all workers' compensation and related benefits.

11. Severability:

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which shall remain in effect without the invalid provision or application.

12. Compliance with Laws:

The Parties will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

13. Drug Free Workplace:

The Parties will comply with the Drug Free Workplace Act of 1988 and will permit inspection of its personnel records to verify such compliance. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

14. Immigration Requirements:

To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S.

§ 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

15. Legal Worker Requirements:

To the extent applicable by law, the Agency is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the City shall ensure that:

15.1 To the extent applicable by law, each subcontractor the City uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214,

15.2 To the extent applicable by law, a breach of warranty will be deemed a material breach of the Agreement and is subject to termination of the Agreement by the Agency.

15.3 To the extent applicable by law, the Agency will have the legal right to inspect the papers of the City and any contractor or subcontractor who work(s) on this Agreement to ensure that the contractor or subcontractor is complying with this Section.

16. Confidentiality and Data Security:

16.1 All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to the Agency from the City in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Agency will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.

16.2 Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Agency must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

16.3 In the event that data collected or obtained by the Agency in connection with this Agreement is believed to have been compromised, Agency will notify the City Privacy Officer immediately. Agency agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

16.4 Agency agrees that the requirements of this Section will be incorporated into all subcontractor/sub consultant agreements entered into by the Agency. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

16.5 The obligations of Agency under this Section will survive the termination of this Agreement.

ARTICLE V. PAYMENTS

1. Payment and Fees:

Agency will pay the amount identified in the Fire Service Training Menu, Exhibit A, for each Agency employee that attends training. This amount may be adjusted at the discretion of the Phoenix Fire Chief based on Agency's contribution to the training through the provision of non-monetary resources such as facilities and personnel, recruit training officers, and other factors listed for non-monetary resources.

2. Invoicing:

Phoenix Fire Department will invoice Agency, per training class under this Agreement. Agency shall remit all payments to the City of Phoenix Fire Department within thirty (30) calendar days of the invoice date (the "Due Date"). If Agency's payment is not received with five (5) days after the Due Date, Phoenix may exercise its right to terminate this Agreement.

3. Fees for Non-Monetary Resources:

3.1 In establishing the Training Fee, the Parties may consider the nature and duration of the training; additional expenses associated with Agency's participation in the training; non-monetary contributions by the Agency in facilities, personnel, or equipment; and the experience, value, and goodwill inherent in the Parties training together. The City's Fire Chief has the discretion to waive fees, in whole or part, for the Agency when it is in the best interest of the City.

ARTICLE VI. INDEMNIFICATION

1. Indemnification and Claims Release:

1.1 The Agency acknowledges that participating in the Training Services is dangerous and includes the inherent and hazardous risks, including, but not limited to, the risk of serious injury, illness, death, burns, dismemberment, or permanent disability to Agency or Agency's employees.

1.2 Indemnification:

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) ("Claims"), 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.

Each party must use its best efforts to cause all contractors (each an "Additional Indemnitor") to indemnify, defend, save and hold harmless the other party from and against any and all Claims caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Additional Indemnitor [and persons for whom they are vicariously liable].

Indemnifications Survive. The provisions of this Agreement wherein a Party has explicitly indemnified the other Party shall survive the expiration or earlier termination of this Agreement.

ARTICLE VII. NOTICES

- 1.** Any notice, consent, or other communication ("notice") required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to City:

Phoenix Fire Department
150 S. 12th Street
Phoenix, AZ 85034

Attn: Kara Kalkbrenner
Phoenix Fire Chief
Telephone: (602) 256-3189

If to Contractor:

Surprise Fire-Medical Department
14250 W. Statler Plaza, Suite 101
Surprise, AZ 85374

Attn: Tom Abbott
Surprise Fire Chief
Telephone: (623) 222-5000

Fax: (602) 262-4429

Fax: (623) 222-5001

Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Either Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Party as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF PHOENIX, a municipal corporation

ED ZUERCHER, City Manager

By: _____
Kara Kalkbrenner
Fire Chief

ATTEST:

City Clerk

APPROVED AS TO FORM:

Acting City Attorney

CITY OF SURPRISE, a municipal corporation

By: _____
Michael Frazier
City Manager

ATTEST:

City Clerk, City of Surprise

APPROVED AS TO FORM:

City Attorney, City of Surprise

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by the undersigned who determined that it is in appropriate form and is within the powers and authority of the respective parties.

CITY OF PHOENIX

By: _____
Sandra Hunter
Assistant Chief Counsel

Date: _____

CITY OF SURPRISE

By: _____
City Attorney

Date: _____

EXHIBIT A - FIRE SERVICE TRAINING MENU

Students who have taken the initial training class from the Phoenix Fire Department will receive the corresponding continuing education classes, for that course, at no additional charge.

Aircraft Rescue Firefighter (ARFF) Certification Training	
Course Overview	Description
Scope	Students will study a curriculum required pursuant to the Federal Aviation Administration (FAA) 139.319. Students will learn skills needed to safely perform at Sky Harbor International Airport to include but not limited to: Airport Familiarization, Aircraft Familiarization, Aircraft Rescue Fire Fighter (ARFF) Safety, Emergency Communications, Apparatus, Agents, Aircraft Evacuation, Tactics and Strategy, Adaptive Structure, Cargo – Hazards, Emergency Plan, Airport Movement Area, Drivers Training, Annual Live Burn, Annual Escort Badging. This training will utilize the Incident Management/Unified Command structure and provide structure for working with our Aviation Partners.
Course Length	2 Classroom Weeks, 80 Hours – M – F 0800 – 1700 2 additional driver training days – 0800 – 1700 Optional Live Burn Day (1 day per student) – 0800-1700
Testing/Certification	Students will be evaluated and tested on their knowledge, skills and abilities throughout the course. Skill and performance evaluations are completed during the Live Burn Exercise and Drivers Training portion of the class. Students must complete a written examination at the end of the 80-hour course with a passing score of 75%. Engineers will be required to complete additional Drivers Training with the Drivers Training Captain at the end of the 80-hour course. Students will be required to complete a Live Burn Exercise at the end of the 80-hour course to become ARFF Certified. Students must attend 100% of the class, Live Burn and Drivers Training to be certified.

Cost	Base cost - \$1,340.00 Base cost with optional live burn - \$1,840.00
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EMT/Paramedic Recertification Training (CORE)	
Course Overview	Description
Overview	This is a recertification course designed to meet State requirements for recertification of EMT's and Paramedic's. The EMCT is an individual who has been certified in Arizona as an Emergency Medical Technician and/or a Paramedic. The EMCT is an allied health professional whose primary focus is to provide basic and advanced emergency medical care for critical and emergent patients who access the emergency medical system. These individuals possess the complex knowledge and skills necessary to provide patient care and transportation. The Core program meets and exceeds the requirements set forth for recertification by national, state, local organizations for these individuals to provide the highest level of care to our community. The Core recertification program recertifies individuals through the American Heart Association, in Basic Life Support, Advanced Life Support and Pediatric Life Support. The Core recertification process provides individuals with the latest updates and resources from PFD Emergency Medical Services: Recertifying members in service delivery with a specialized educational approach geared towards meeting the needs of the communities we serve: Assists us with fielding questions, changes and issues from the field in a timelier manner; Aids with dealing any discrepancies or immediate needs/issues that must be addressed as soon as possible; Identify and respond to community needs that demand high level training and customer service. CORE is purposely scheduled to assist members with remaining certified while creating minimal impact on deployment and staffing.

Linked Target Capabilities	▪ EMS System- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care ▪ Research- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care. ▪ Workforce Safety and Wellness- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care. ▪ Documentation- Applies fundamental knowledge of the EMS system, safety/well-being of the EMT/Paramedic, and medical/legal and ethical issues to the provision of emergency care. Review of the Documentation Tool Guide, PFD Volume 12, and PFD Treatment Guidelines. ▪ EMS System Communication- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, medical/legal and ethical issues to the provision of emergency care. ▪ Medical/Legal and Ethics- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, medical/legal and ethical issues to the provision of emergency care. ▪ Anatomy and Physiology- Applies fundamental knowledge of the anatomy and function of all human systems to the practice of EMS. ▪ Medical Terminology- Uses foundational anatomical and medical terms and abbreviations in written and oral communication with colleagues and other health care professionals. ▪ Disease profiles and Pathophysiology- Applies fundamental knowledge of the pathophysiology of respiration and perfusion to patient assessment and management. ▪ Pharmacology- Applies fundamental knowledge of the medications that the EMCT may assist/administer to a patient during a medical emergency.
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	▪ Airway Management/Respiration- Applies knowledge (fundamental depth, foundational breadth) of anatomy and physiology to patient assessment and management in order to ensure a patent airway, adequate mechanical ventilation, and respiration for patients of all ages. ▪ Patient Assessment- Applies scene information and patient assessment findings (scene size-up, primary and secondary assessment, patient history, reassessment) to guide emergency medical management. ▪ Medical Emergencies- Applies fundamental knowledge to provide basic and advanced emergency care and transportation based on assessment findings for an acutely ill patient with medical emergencies. ▪ Trauma/Shock- Applies fundamental knowledge to provide basic and advanced emergency care and transportation based on assessment findings for an acutely injured patient with traumatic emergencies. ▪ OB/GYN- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for a patient with special needs in obstetrics and individuals with pregnancies. ▪ Pediatric and Neonatal emergencies- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for a pediatric patient, and patients with special needs. ▪ Geriatrics- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for the elderly/geriatric patient, and elderly patients with special needs.
Scope	The EMCT is an allied health professional whose primary focus is to provide basic and advanced emergency medical care for critical and emergent patients who access the emergency medical system. This individual possesses the complex knowledge and skills necessary to provide patient care and transportation.

	EMCT function as part of a comprehensive EMS response, under medical oversight. EMCT can perform interventions with the basic and advanced equipment with in their system. The EMCT is a link from the scene into the health care system.
Course Length	1 day, 8hrs. Held on Monday's and Friday's 0800-1700. Prerequisites must be completed prior to attending class.
Delivery Options	▪ Complete: In a Classroom setting utilizing Video content, PowerPoint presentation and multiple skills application. ▪ Partial: Utilizing all AHA and CORE video content. Once completed, members will be tested on individual skills at battalion office in a small group setting. ▪ Train-the-Trainer: Required Prior: previous teaching experience, Instructor certifications and in good standing with in Phoenix Fire Department. ▪ Skills Instructor: Follow another instructor for each skill and demonstrate a "Teach Back" at mastery level prior to becoming a skills instructor. ▪ Lead Instructor: Follow a lead instructor with classroom instruction and management. Upon following a lead instructor, the member will Lead the Core classroom with another lead, assisting the trainee to mastery.
Target Audience	Fire Service, Hazardous Materials, Law Enforcement, Emergency Medical Services, Public Works
Prerequisites	▪ Current AZ DHS EMT certification ▪ Current AZ DHS Paramedic certification ▪ RN, PA and/or MD/DO ▪ Current: • American Heart Association (AHA) — BLS Health Care Provider certification AND (For Paramedic, RN, PA, MD and DO) • American Heart Association (AHA) — Advanced Life Support provider certification • American Heart Association (AHA) — Pediatric Life Support provider certification ▪ All AHA video modules completed with certificates. ▪ All state required CE's completed for EMT's and Paramedic's ▪ EMT- 24 CE hrs. ▪ Paramedic — 48 CE hrs.

	▪ Must be in Uniform!
Testing/Certification	EMCT members, during the testing process, will demonstrate competence in a wide range of emergency care skills. Members will show competence in the following skills during testing: patient assessment/management of a trauma patient, patient assessment/management of a medical patient, assessment/management of cardiac arrhythmias, cardiac arrest management/AED utilization, basic and advance airway/ventilation management of an apneic patient, long bone fracture immobilization, joint dislocation immobilization, traction splinting, bleeding control/shock management, upper airway adjuncts and suction, bag-valve-mask ventilation with supplemental oxygen, and supplemental oxygen administration to a breathing patient. Members will show competency in Pediatric, Adult and Geriatric patient management. The course will be geared towards a team based setting with advance and basic level practitioners. Members will take written exams covering all course objectives. Exams will be American Heart Association BLS, ACLS and PALS. A passing score of 80% must be obtained. Upon completion of Psychomotor skills and written testing, members must demonstrate that they have completed the required number of CE hours, a OHS application, class and AHA rosters, and AHA evaluation prior to recertification.
Evaluation Strategy	Practical Skills will be assessed through various skills worksheets for each medical scenario from American Heart Association.
Instructor Certification and Qualification	▪ 2 years as a EMT or Paramedic ▪ Good standing with in EMS, Phoenix Fire Department and ▪ AZ OHS ▪ Understanding and knowledge of all Standing Guidelines, ▪ SOP's and Volume 12 ▪ NREMT Skills Examiner instructor ▪ EDU 250 (from the College) ▪ Current: ▪ BLS instructor card ▪ ACLS instructor card ▪ PALS instructor card
Cost	\$200 per student

Firefighter Recruit Training (14 Week Recruit Training Academy)	
Course Overview	Description
Overview	The Phoenix Fire Department Recruit Training Academy is conducted over a minimum of 14 weeks with 550 hours of training and meets the requirements of the Regional Automatic Aid IGA.
Scope	Over the course of the firefighter recruit academy the following skills will be covered: ▪ Physical Fitness ▪ Peer Support ▪ EMS Training ▪ Haz Mat / Special Ops ▪ Vehicle Safety ▪ Fireground Skills ○ SCBA ○ Hose Lays ○ Search & Rescue ○ Ventilation ○ Forcible Entry ○ Hose Management ○ Ground Ladders ▪ Live Fire Training ○ Intro to Heat ○ Flashover ○ Functional Burns ○ Car Fires ▪ Ladder Functions ○ Extrication ○ Salvage & Overhaul ○ Commercial Ventilation ▪ Building Construction ▪ High Rise ▪ Fireground Survival ▪ Power & Hand Tools ▪ Communications ▪ Tactics ▪ Utilities ▪ Violent Incident Training ▪ Extinguishers ▪ Cancer Awareness & prevention ▪ Safety ▪ Professional Standards ▪ Firefighter Survival ▪ Urban Interface

	▪ Mental Health / Peer Support
Course Length	14-16 weeks (dependent on City Holidays) 550 Hours - M-F 0700-1600
Prerequisites	Arizona State EMT IAFF Certified CPAT CPR Certification: ▪ American Heart Association (AHA) - Health Care Provider ▪ American Red Cross (ARC) - CPR for the Professional Rescuer ▪ National Safety Council (NSC) – Equivalent Qualification
Testing/Certification	Students will be evaluated and tested on their knowledge, skills and abilities throughout the academy. At the end of the recruit training academy recruits that have not previously obtained Arizona State Firefighter 1 & 2 certification will be required to complete that testing process. The Arizona Center for Fire Service excellence administers the test including practical skills evaluations and a written exam. Upon completion of that exam, recruits will be Firefighter 1 & 2 certified. Upon completion of the recruit academy recruits become Probationary Firefighters and work under the supervision of a Field Training Officer for up to 9 months.
Evaluation Strategy	Practical Skills will be assessed through skills evaluations via iPad and a training database. Results are shared with recruits.
Instructor Certification	The Phoenix Fire Recruit Training Academy is taught by Regional Fire Captains and subject matter experts in not more than a 4 to 1 student/instructor ratio. It is recommended for instructors to obtain EDU250 from the MCCC and Fire Instructor 1 certification.
Cost	\$4,500 per recruit If a participating regional City sends a Recruit Training Officer for the length of the academy the price for up to 2 recruits will be waived.

Fire Inspector Training	
Course Overview	Description
Scope	Over the course of the training program, candidates will learn the skills needed to perform a complete, holistic inspection from start to finish. They will also learn records and code research, how to create comprehensive inspection notices, conducting technical plan

	review, customer service delivery skills, creating and maintaining inspection data reports and the citation process.
Course Length	16 weeks, 640 Hours - M-F 0730-1600
Testing	Upon the completion of each chapter, a quiz will be administered. There will also be a mid-term exam and final exam during the didactic portion of the program. Minimum passing score for all quizzes and tests will be 80%. The filed internship will be comprised of Pass/Fail practical skills stations.
Cost	\$1500 per candidate

Hazardous Material Technical (H2M) Certification Training	
Course Overview	Description
Scope	Over the course of the program, students will learn the skills needed to safely perform Hazardous Material Technician level response in accordance with OSHA CFR29 1910.120 and NFPA 472 & 1072. The objectives of the course are to teach participants: ▪ to classify, identify, and verify known and unknown material by using field survey instruments and equipment; ▪ to select and use the proper chemical protective clothing provided to the hazardous materials Technician; ▪ to understand hazard and risk assessment techniques for Hazmat and CBRNE environments; ▪ to be able to perform advanced control, containment, and/or confinement operations within the capabilities of the resources and personal protective equipment available; ▪ to develop incident action plans within the parameters of the incident command system.
Course Length	5 Weeks, 200 Hours - M-F 0800-1700
Prerequisite	Hazardous Materials First Responder Operations
Testing/Certification	Students will be evaluated and tested on their knowledge, skills and abilities throughout the course. Skill and performance evaluations are included in the daily breakdown within the course pertaining to the skills being learned. Students must complete a written examination at the conclusion of the following module with a passing score of 75%: ▪ Chemistry

	At the conclusion of the entire Hazardous Materials Technician program, students must complete a written examination covering all course objectives in accordance with IFSAC accreditation standards. A passing grade of 75%, as well as successful completion of all skill check-offs is required by each student in order to complete the course.
Cost	\$4500 per student

Initial Paramedic Training	
Course Overview	Description
Scope	Throughout the course of the Paramedic training program, the student will learn the knowledge and skills needed to safely and proficiently provide basic and advanced emergency medical care and transportation for critical and emergent patients who access the emergency medical system. Paramedics function as part of a comprehensive EMS response, under medical oversight. Paramedics can perform interventions with the basic and advanced equipment with in their system. The paramedic is a link from the scene into the health care system.
Course Length	10 Months, 1282 hours. Class meets Tuesday, Wednesday & Thursday 0900-1800
Testing/Certification	Students will demonstrate competence in the following skills during testing: patient assessment/management of a trauma patient, patient assessment/management of a medical patient, assessment/management of cardiac arrhythmias, cardiac arrest management/AED utilization, basic and advance airway/ventilation management of an apneic patient, long bone fracture immobilization, joint dislocation immobilization, traction splinting, bleeding control/shock management, upper airway adjuncts and suction, bag-valve-mask ventilation with supplemental oxygen, and supplemental oxygen administration to a breathing patient. Students will show competency in Pediatric, Adult and Geriatric patient management. Students will take written, computer generated and skills examinations covering all course objectives. A passing score of 80% must be obtained. Upon successful completion of the PFD Paramedic Training Program, students are eligible to take the NREMT Psychomotor test and the NREMT CAT test.

	Upon successful completion of NREMT examinations, students receive their Arizona and National Paramedic certifications Additional Certifications awarded during paramedic training ▪ Certificate of Completion from Phoenix College ▪ ACLS certification ▪ PALS certification ▪ TECC Certification
Cost	\$5,000 Per Student

Technical Rescue Technician (TRT) Certification Training	
Course Overview	Description
Scope	Over the course of the program, students will learn the skills needed to safely perform rescue operations in the following areas of expertise: ▪ Rope Rescue ▪ Confined Space Search and Rescue ▪ Trench and Excavation Search and Rescue ▪ Structural Collapse ▪ Swiftwater Rescue ▪ Vehicle and Machinery Rescue ▪ Helicopter Rescue Operations This training will utilize the Incident Management/Unified Command structure to assess a technical rescue hazard within the response area, identify the level of operational capability, and establish operational criteria.
Course Length	5 Weeks, 200 Hours - M-F 0800-1700
Testing/Certification	Students will be evaluated and tested on their knowledge, skills and abilities throughout the course. Skill and performance evaluations are included in the daily breakdown within the course pertaining to the skills being learned. Students must complete also a written examination at the conclusion of the following modules with a passing score of 80%: ▪ Confined Space Rescue ▪ Trench Rescue ▪ Structural Collapse In addition, at the conclusion of the entire Technical Rescue Technician program, students must complete a written examination covering all course objectives. A passing grade of 80%, as well as successful completion of all skill check-offs is required by each student in order to complete the course.
Cost	\$4500 per student

EXHIBIT B - ASSUMPTION OF RISK AND RELEASE AGREEMENT

ASSUMPTION OF RISK AND RELEASE AGREEMENT CITY OF PHOENIX FIRE SERVICE TRAINING

THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING

I, _____ hereby agree as follows:

1. **Risk of Activity.** I understand that participation in training exercises (“Activities”) with the City of Phoenix and its affiliated training vendors (“City”), at the City and or affiliated vendor locations (“Site(s)”) involves inherent risk of physical injury and illness associated with and arising out of my presence at the Site and participation in the Activities. I have made my own investigation of these risks and fully accept these risks. I am thoroughly familiar with the type of exercise and physical ability necessary to attempt the Training. I represent that to the best of my knowledge my health and physical condition are excellent and that I am physically capable of participating in Training. I understand that the Training is dangerous and includes the risk of serious injury, burns, illness, death, or permanent disability. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of the City. I am knowingly and voluntarily participating in the Training with an understanding of the risks involved and hereby agree to accept and assume any and all risks of injury, illness, death, or permanent disability I incur, whether caused by the City or otherwise.
2. **Waiver of Liability.** I understand the City is not responsible for any injury or loss I may suffer while participating in Activities at the Site. I hereby completely and unconditionally release and forever discharge City, its officials, officers, employees, agents, and all other participants, from all injury, loss, damage, accident, delay, or expense, arising out of any Activities at the Site.
3. **Health and Safety.**
 - a. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or conditions precluding or restricting my participation in Activities at the Site.
 - b. I have arranged, through insurance, or otherwise, to meet any and all needs for payment of medical costs while I participate in Activities at the Site. I acknowledge and understand City is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefrom. If I require medical treatment or hospital care during the Activities, City is not responsible for the cost or quality of such treatment or care.

- c. Subject to medical decision-making capacity, I acknowledge and understand City may, but is not obligated to, take any action it considers warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and release City from any liability for any actions taken.
4. Standard of Conduct. I agree to comply with all City's rules, standards, and instructions while a participant in Activities at the Site, including but not limited to, the City of Phoenix Fire Department Rules and Regulations, as amended. I waive and release all claims against City for my failure to remain under the supervision of City personnel or to comply with such rules, standards, and instructions.
5. Assumption of Risk and Release of Claims. Knowing the risks described above, and in consideration of being permitted to participate in Activities at the Site, I agree, on behalf of myself, family, heirs, and personal representative(s), to assume all risks and responsibilities surrounding my participation in Activities at the Site. To the maximum extent permitted by law, I release and indemnify City, its officials, officers, employees, and agents, from and against any present or future claim, loss, or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in Activities at the Site, including periods in transit to or from the Site.
6. INDEMNITY: I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD- PARTY RELATED TO MY PARTICIPATION IN THE TRAINING. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASEES, IN INSTANCES WHERE SUCH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT CAUSES PERSONAL OR BODILY INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT I AND THE RELEASEES ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA.
7. No Joint Venture: I understand that no term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties. I further understand that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement. To the extent applicable by law, I will not be deemed to be the employee, agent, or servant of the City. I understand that where I am included as a "student" that does not deem me to be an employee or agent of the City.

8. Workers Compensation: For the purposes of workers' compensation coverage, the agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Waiver shall be the agency solely liable for payment of all approved workers' compensation and related benefits.
9. If any one or more of the provisions in this waiver are determined to be invalid, illegal, or unenforceable, it shall not affect any other provision of this waiver, and this waiver shall be construed as if such invalid provision had never been contained in this waiver. In any legal action in connection with this waiver, the exclusive venue shall be in the courts of Maricopa County, Arizona and this waiver shall be construed in accordance with the laws of the State of Arizona.

I have carefully read this Release Form and sign it voluntarily. No representations, statements, inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall become effective only upon receipt by City and shall be governed by and construed in accordance with the laws of the State of Arizona including City's Charter and Municipal Ordinances. Venue for any action relating to or arising out of this agreement shall be in the Court for the City and County of Maricopa.

Executed on this date _____

By _____
Printed Name as Individual Signature

Witness Printed Name Witness Signature

Name of Department or Agency



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 7, 2021
Submitting Department: Human Resources
Staff Recommendations: None

Contact Person: Donna Meuse, HR MANAGER
District: Internal

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

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Employment Agreement with City Attorney.

Motion:

I move to approve the First Amendment to the Employment Agreement with City Attorney.

Background:

The current City Attorney was appointed (initially as interim) by City Council in October 2015. The terms and conditions of the City Attorney's employment, similar to all Council appointed City officials, are set by contract. The current version of the employment agreement with the City Attorney was negotiated and entered into on January 3, 2017. During the most recent annual evaluation period, the City Attorney has requested two amendments to the terms and conditions of his employment related to PTO accrual (a decrease) and base salary (an increase).

Objective Analysis:

If approved, the amendment will decrease the City Attorney's current PTO accrual rate from 10.77 hours per pay period to 6.46 hours. Additionally, the amendment will further increase the City Attorney's total compensation by \$27,800.

Policy Compliant:

This item is consistent with Sec. 2-143 of the Surprise Municipal Code which provides that the terms and conditions of employment of the city attorney will be set forth in a written contract approved by majority vote of the city council. The proposed Amendment Agreement has been reviewed and approved as to form by independent outside counsel.

Financial Impact:

If approved, there will be an ongoing increase of \$27,800 to personnel costs in the City Attorney's Office. In FY2022, this will be fully offset by salary savings generated from vacancies within the City Attorney's Office.

Budget Impact:

The City Attorney's Office FY2022 General Fund operating budget includes sufficient budget authority for the increased personnel expense.

FTE Impact:

N/A.

ATTACHMENTS:

1. Signed First Amendment to the Employment Agreement with City Attorney
-

First Amendment
to the
Employment Agreement with City Attorney

This First Amendment ("Amendment") to the Employment Agreement with City Attorney dated January 3, 2017 ("Employment Agreement"), is made and entered into this ____ day of September, 2021, by and between the City of Surprise, Arizona, a municipal corporation ("City") and Robert Wingo ("Attorney"), both of who understand and agree as follows:

WHEREAS, Attorney has faithfully and competently performed the duties of City Attorney since October 2015, meeting all expectations of city council;

WHEREAS, since that time, Attorney has assumed greater responsibility by establishing Risk Management as the third division of the City Attorney's Office and also proactively increasing the number of attorneys within the City Attorney's Office to address increased workloads within same;

WHEREAS, Attorney's base salary will be increased to compensate for Attorney's exceptional performance and additional responsibilities;

WHEREAS, per Attorney's request, Attorney's Paid time off (PTO) accrual will be reduced from the rate of 10.77 to 6.46 per pay period and thereby partially offset the cost to the City for the increase in Attorney's base salary; and

WHEREAS, City and Attorney intend to ratify and confirm the remainder of the Employment Agreement other than base salary and PTO accrual rate as set forth herein.

NOW THEREFORE, in consideration of the promises, conditions and covenants contained herein, the City and Attorney agree that the Employment Agreement shall be amended as follows:

1. Paragraph 3. **Salary**, shall be amended to read:

For services rendered by Attorney under this Agreement, the City shall pay Attorney Two Hundred Twenty Eight Thousand Seven Hundred and Forty and 20/100 Dollars (\$228,740.20) per annum, payable in accordance with the normal and usual procedure for payment of employees of the City in bi-weekly installments of Eight Thousand Seven Hundred Ninety Seven and 70/100 Dollars (\$8,797.70). Salary will be adjusted annually on the same basis as non-represented employees, consistent with City's compensation policies (e.g. performance pay, market adjustments, cost of living adjustments, etc...) as approved by the City Council as part of the annual budget process. This Agreement will be automatically amended to reflect any such salary adjustments.

2. Paragraph 5, **Paid Time Off**, subsection a., shall be amended to read:

- a. Attorney will accrue paid time off (PTO) at a rate of 6.46 hours per pay period, up to a maximum accrual of 560 hours. This rate will be adjusted annually on the same basis as non-represented employees, consistent with City's PTO accrual policies. This Agreement will be automatically amended to reflect any such PTO adjustments. Upon termination of this Agreement for any reason whatsoever, including with or without Cause by City or Attorney resignation, the above described accrued PTO balance will be paid to Attorney.

Except as expressly provided for in this Amendment, all provisions, terms, paragraphs, subsections, and conditions of the Employment Agreement, dated January 3, 2017, are hereby ratified, shall remain unmodified, and in full force and effect. Furthermore, except as expressly provided in this Amendment, all benefits to Attorney under the Employment Agreement or City policies and procedures, whether previously accrued or accruing, shall not be reduced or diminished by this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of this ____ day of September 2021.

City of Surprise

Attorney

Mayor Skip Hall

Robert Wingo

Approved as to Form:

Special Counsel for City of Surprise Name



Special Counsel for City of Surprise Signature



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 7, 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
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Agenda Wording:

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Marley Park Square, generally located at N. Litchfield Road and W. Waddell Road; Resolution # 2021-134.

Motion:

I move to approve Resolution No. 2021-134.

Background:

The Public Works Department conducted the final inspection of the public improvements for Marley Park Square, generally located at N. Litchfield Road and W. Waddell Road on or about July 12, 2021, totaling approximately 1,148 LF and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, water and wastewater lines.

Objective Analysis:

The improvements for this property provide access and conveyance to the property, 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, and water 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 \$242,198.60.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's HURF, Water Operations, and Wastewater Operations Funds. The anticipated incremental additional

maintenance expense associated with the acceptance of these infrastructure items will be incorporated in future year budgets.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res 2021-134 Accept Infra Marley Park Square_Final
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
 4. 04_Linear Foot Verification
-

RESOLUTION # 2021-134

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 ONE YEAR WARRANTY AT MARLEY PARK SQUARE, GENERALLY LOCATED AT N. LITCHFIELD ROAD AND W. WADDELL ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a re-plat entitled "Marley Park Square Amended" on, August 2nd, 2016;

WHEREAS, MP Park Square II, LLLP, an Arizona Limited Liability Limited Partnership, the developer of Marley Park Square, dedicated to the City the street and public utility improvements, generally located at N. Litchfield Road and W. Waddell Road;

WHEREAS, on or about July 12, 2021, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

WHEREAS, after the conclusion of the one-year warranty period, the City of Surprise will release the warranty and begin maintenance of the 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:

Approved as to form:

Sherry Aguilar, City Clerk

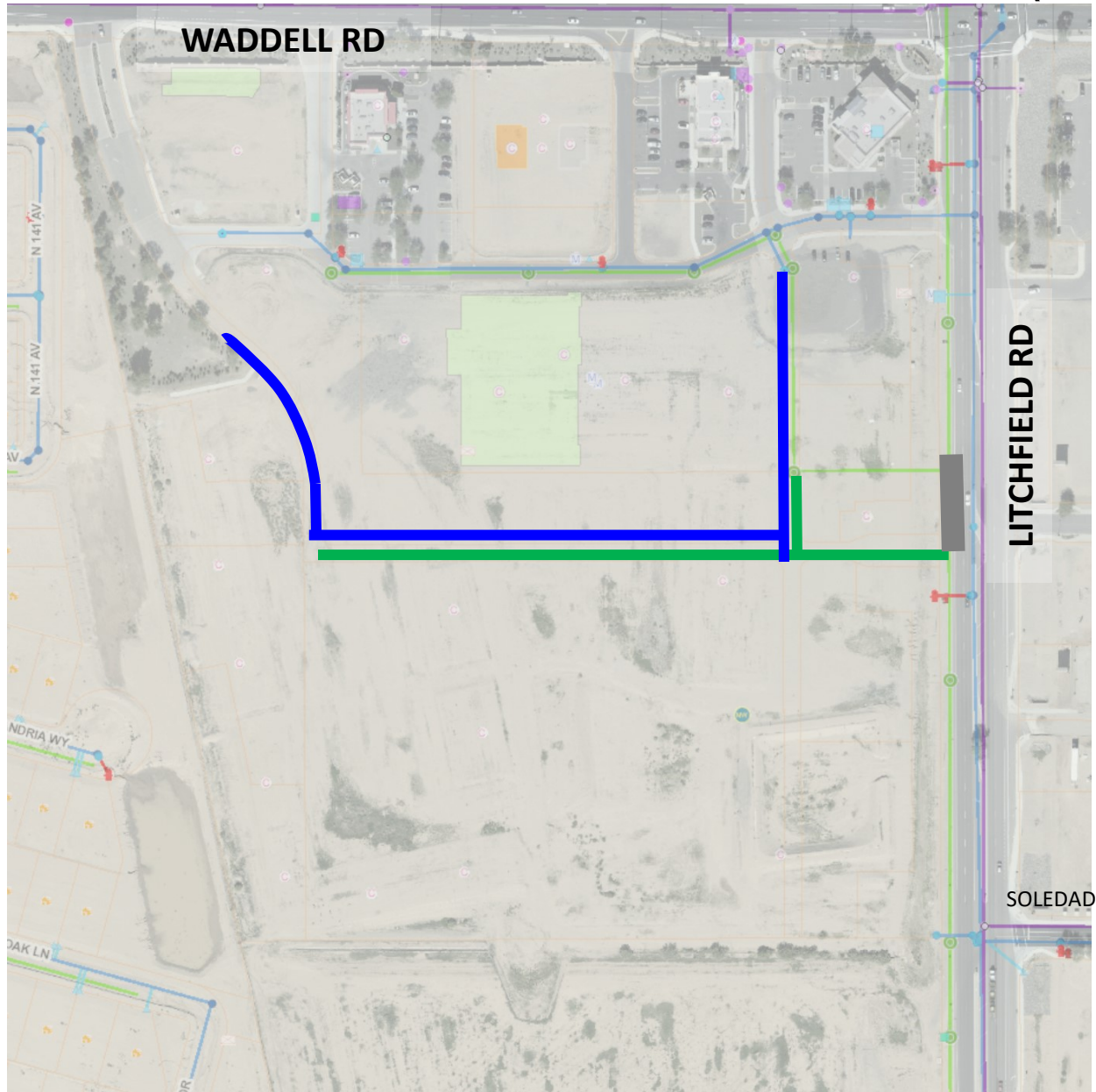
Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

EXHIBIT A

MARLEY PARK SQUARE (Phase 2)



INFRASTRUCTURE TO

BE ACCEPTED:

-  SEWER
-  WATER
-  STREET

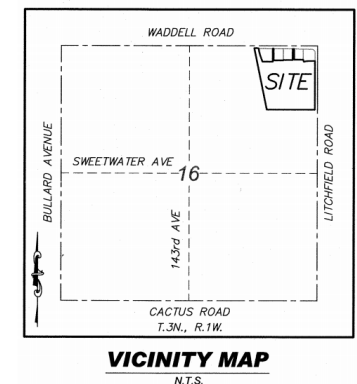


EXHIBIT B

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: 8/18/2021
Re: Marley Park Square (Phase 2)

The public improvements for the above project have been completed and are tentatively scheduled for the September 7th, 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	\$34,440.00
City Concrete	\$41,120.00
City Sewer	\$66,819.30
City Water	\$99,819.30

Total	\$242,198.60
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July 30, 2021

Alexander Building Company
750 E. Main St
Scottsdale, AZ 85251

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR MARLEY PARK
SQUARE PHASE 2 – FS15-443**

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:

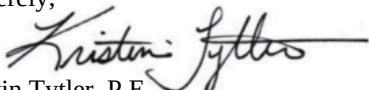
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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 Manager
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
James Marichalar, PW Civil Inspector



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 7-12-2021 ☒ Commercial ☐ Commercial w/Offsite ☐ Residential

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

6-15-21 Date of Punch-List Walk 6-15-21 Date Punch-List Completed

FS Number: FS15-443 Permit Number(s): E20P-0408,0359,0327,0328,0329,0330

Project Name: Marley Park Square

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

Alexander Building Company

750 E Main Street Scottsdale AZ 85251

MAG TIP Reporting:

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

MATERIALS:

Asphalt: Vulcan Supplier Total Lane Miles 333 Total Square Yards

Water: 12" D.I.P CL250 Size/Type 472 Total LF Size/Type Total LF

8" D.I.P CL250 Size/Type 1371 Total LF Size/Type Total LF

Sewer: 8" pvc sdr 35 Size/Type 1148 Total LF Size/Type Total LF

 Size/Type Total LF Size/Type Total LF

Storm: Size/Type Total LF Size/Type Total LF

 Size/Type Total LF Size/Type Total LF

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

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

N/A Copy of Punch List

☒ Final Certification Letter from Engineer of Record ☒ AOC

☒ Complete Geotechnical Testing Packet ☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Sewer Pressure Testing Results ☒ Streetlight Energize Letter

☒ Sewer Manhole Vacuum Testing Certification ☒ As built Documents (PDF copy on CD)

☒ Sewer Manhole Insecticide Certification ☒ Updated asbuilt CAD base files (copy on CD)

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

 Other (Specify)

APPROVAL:

Civil Inspector:

Date: 7-12-21

Civil Engineering Supervisor:

Date: 7/12/2021

1. PRIOR TO BIDDING THE WORK THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO ACTUAL SITE CONDITIONS AND EARTHWORK QUANTITIES. NO CLAIM SHALL BE MADE AGAINST THE DESIGN ENGINEER FOR ANY EXCESS OF DEFICIENCY THEREIN, ACTUAL OR RELATIVE.
2. THE DESIGN ENGINEER SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES FOR SAFETY PRECAUTIONS OR PROGRAMS. THE DESIGN ENGINEER SHALL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. SLATER HANIFAN GROUP HAS NOT BEEN RETAINED BY THE OWNER TO PROVIDE AS-BUILT SERVICES. THE CONTRACTOR SHALL PROVIDE APPROPRIATE PROFESSIONALS TO PROVIDE ALL NECESSARY AS-BUILT INFORMATION TO ENABLE ALL FINAL APPROVALS, INSPECTIONS, AND CERTIFICATES FROM ALL NECESSARY JURISDICTIONS.
4. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE ANY CONTRACTUAL RELATIONSHIP BETWEEN THE DESIGN ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
5. THE CONTRACTOR SHALL MAKE NO CLAIM AGAINST THE OWNER/DEVELOPER OR THE DESIGN ENGINEER REGARDING ALLEGED INACCURACY OF CONSTRUCTION STAKES SET BY THE PROJECT SURVEYOR UNLESS ALL SURVEY STAKES SET BY THE SURVEYOR ARE MAINTAINED INTACT AND CAN BE VERIFIED AS TO THEIR ORIGIN. IF IN THE OPINION OF THE SURVEYOR, STAKES ARE NOT REQUIRED TO CORRECT ANY ITEM OR IMPROPER CONSTRUCTION, WORK SHALL BE PERFORMED AT THE SOLE EXPENSE OF THE CONTRACTOR.
6. REMOVAL AND REPLACEMENT QUANTITIES ARE APPROXIMATE, THE EXACT LOCATION OF REMOVAL LIMITS SHALL BE VERIFIED IN THE FIELD AND APPROVED BY THE INSPECTOR PRIOR TO THE START OF CONSTRUCTION.
7. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM THE APPROVED PLANS ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER. NO CONSIDERATION WILL BE GIVEN TO CHANGE ORDERS FOR WHICH THE OWNER AND ENGINEER WERE NOT CONTACTED PRIOR TO CONSTRUCTION OF THE AFFECTED ITEM.
8. TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY PREPARED BY A LICENSED SURVEYOR. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THE CONTRACTOR SHALL HAVE MADE AT HIS EXPENSE A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR AND SUBMIT TO THE OWNER FOR REVIEW.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY, SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF ARIZONA DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTORS RESPONSIBILITY. IN ADDITION, THIS SURVEY SHALL INCLUDE DETAILED TOPOGRAPHY OF ALL DETENTION/RETENTION AREAS.
10. THE ENGINEER MAKES NO REPRESENTATION OR GUARANTEE REGARDING EARTHWORK QUANTITIES OR THAT THE EARTHWORK FOR THIS PROJECT WILL BALANCE DUE TO VARYING FIELD CONDITIONS, CHANGING SOIL TYPES, ALLOWABLE CONSTRUCTION TOLERANCES AND CONSTRUCTION METHODS THAT ARE BEYOND THE CONTROL OF THE ENGINEER.
11. THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE GENERAL A.Z.P.D.E.S. PERMIT FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
12. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION TO THESE PLANS SHALL BE PROPOSED ON CONSTRUCTION FIELD PRINTS AND TRANSMITTED TO THE ENGINEER.
13. CONTRACTOR SHALL LOCATE ALL EXISTING PROPERTY MONUMENTS PRIOR TO CONSTRUCTION. ANY MONUMENTS DISTURBED DURING THE CONSTRUCTION OF THIS PROJECT SHALL BE REPLACED BY A REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
14. ANY RELOCATION, MODIFICATION, ETC. OF EXISTING PUBLIC UTILITIES AND/OR PUBLIC IMPROVEMENTS REQUIRED BY THIS DEVELOPMENT WILL BE AT NO EXPENSE TO THE PUBLIC.
15. ALL CONSTRUCTION IN THE PUBLIC RIGHTS-OF-WAY OR IN EASEMENTS GRANTED FOR PUBLIC USE MUST CONFORM TO THE LATEST CITY OF SURPRISE SPECIFICATIONS.
16. ADD 1100 TO ALL TRUNCATED ELEVATIONS.
17. REFER TO GRADING AND DRAINAGE SHEET FOR FINISHED GRADE INFORMATION.

ENGINEER'S GENERAL NOTES (CITY OF SURPRISE)

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 BLUE STAKE LAWS. CALL BLUE STAKE FOR FIELD LOCATION AT (602) 263-1100.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY- EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623--222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT 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--222-7000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).

8. 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.

SANITARY SEWER NOTES (CITY OF SURPRISE)

1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING REQUIRED PERMITS AND INSPECTIONS FROM APPROPRIATE GOVERNMENTAL AGENCIES FOR ALL WORK IN THE PUBLIC RIGHT-OF-WAY.

2. ANY WORK PERFORMED WITHOUT THE APPROVAL OF THE CITY ENGINEER AND/OR ALL WORK AND MATERIALS NOT IN CONFORMANCE WITH THE SPECIFICATION IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.

3. THE CONTRACTOR SHALL UNCOVER ALL EXISTING LINES BEING TIED TO AND VERIFY THEIR LOCATION PRIOR TO TRENCHING. THE CONTRACTOR SHALL LOCATE OR HAVE LOCATED ALL EXISTING UNDERGROUND PIPELINES, TELEPHONE AND ELECTRICAL CONDUIT AND STRUCTURES IN ADVANCE OF CONSTRUCTION AND SHALL OBSERVE ALL POSSIBLE PRECAUTIONS TO AVOID DAMAGE TO THE SAME. CALL BLUE STAKE AT 602-263-1100 AND NOTIFY ALL INTERESTED UTILITIES.

4. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD BEFORE THE SANITARY SEWER FITTINGS ARE COVERED. FITTINGS SHALL NOT BE COVERED UNTIL SURVEYS HAVE BEEN COMPLETED. THE ENGINEER SHALL MAKE FIELD AS-BUILT MEASUREMENTS OF THE SANITARY SEWER WORK UPON NOTIFICATION BY THE SEWER CONTRACTOR THAT THE PIPE WORK IS COMPLETE AND READY FOR AS-BUILT SURVEY.

5. AS-BUILT PLANS CERTIFIED FOR CORRECTNESS BY A PROFESSIONAL CIVIL ENGINEER OR LAND SURVEYOR IN THE STATE OF ARIZONA ARE REQUIRED PRIOR TO FINAL APPROVAL OF ALL WATER, SEWER, RECLAIMED WATER AND STORM WATER CONSTRUCTION.

6. THE FOLLOWING DETAIL IS SPECIFICALLY NOT APPROVED: MAG STANDARD DETAIL 425 (24-INCH ALUMINUM, MANHOLE FRAME AND COVER).

7. A TWO (2) INCH BY FOUR (4) INCH WOOD OR METAL POST PAINTED GREEN WITH BLACK LOT NUMBERS IS TO BE INSTALLED AT THE END OF ALL SEWER SERVICES.

8. FOR RESIDENTIAL CONSTRUCTION, SEWER SERVICES SHALL BE SIX (6) FEET BELOW FINISH GRADE AT THE PUBLIC UTILITY EASEMENT AND FOUR (4) FEET BELOW THE FINISH GRADE AT FOUR (4) FEET PAST THE PUBLIC UTILITY EASEMENT.

9. ANY MANHOLE IN A GUTTER LINE MUST BE WATERTIGHT PER MAG STANDARD DETAIL 424.

10. THE MANHOLE COVERS SHALL READ "SURPRISE SANITARY SEWER" PER DETAIL 7-01.

11. MANHOLES TEN (10) FEET OR DEEPER SHALL BE A MINIMUM OF FIVE (5) FEET IN DIAMETER.

12. ALL MANHOLE SECTIONS SHALL BE SEALED WITH BOTH MASTIC (RAMNECK OR APPROVED EQUAL) AND GROUT PLACED INSIDE EACH MANHOLE SECTION KEY. THE INSIDE JOINTS SHALL BE GROUT-FINISHED.

13. UPON THE COMPLETION OF THE SEWER, THE TOP EIGHT (8) FEET OF ALL MANHOLES ARE TO BE SPRAYED WITH INSECTICIDE BY A CERTIFIED COMPANY OR INDIVIDUAL FOR ROACH CONTROL. A VERIFICATION LETTER IS TO BE FURNISHED TO THE CITY OF SURPRISE.

14. MARKING TAPE AND MARKER BALLS SHALL BE INSTALLED AT ALL SEWER LINE FITTINGS AND EVERY 200 FEET IF THE DISTANCE BETWEEN FITTINGS IS GREATER THAN 200 FEET PER DETAIL 7-08.

15. SHORT TERM DEFLECTION TESTING SHALL BE PERFORMED ON ALL SEGMENTS OF PLASTIC SEWER PIPE EIGHT (8) INCHES IN DIAMETER AND LARGER AFTER COMPLETION OF BACKFILL AND COMPACTION, BUT PRIOR TO INSTALLATION OF FINISH SURFACE MATERIAL. A SHORT-TERM DEFLECTION IN EXCESS OF FIVE (5) PERCENT SHALL BE CONSIDERED UNSERVICEABLE AND SHALL BE REPAIRED OR REPLACED AND RETESTED.

16. LOW-PRESSURE AIR TESTING IS REQUIRED FOR ONE HUNDRED (100) PERCENT OF THE LINE INSTALLATION PER MAG SPECIFICATION 615.11.

17. ONE HUNDRED (100) PERCENT OF SEWER LINES ARE TO BE INSPECTED BY VIDEO CAMERA. TWO COPIES OF COMPLETED DVD ALONG WITH OPERATOR NOTES ARE TO BE FURNISHED TO THE CITY OF SURPRISE UPON COMPLETION OF THE FIRST VIDEO. IF THERE ARE NEGATIVE RESULTS THEN THE AFFECTED SEWER LINES WILL BE REPAIRED AND RE-VIDEOED ACCORDINGLY.

18. ALL SEWER MANHOLES WILL BE TESTED IN ACCORDANCE WITH ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS, USING THE WATERTIGHTNESS OR AIR PRESSURE METHODS AS PUBLISHED IN TITLE 18 ENVIRONMENTAL QUALITY.

19. THE MINIMUM COVER FOR SEWER MAIN PIPES SHALL BE SIX (6) FEET FROM TOP OF PIPE TO FINISHED GRADE. SEWER PIPE BEDDING SHALL BE ONE HUNDRED (100) PERCENT ABC MATERIAL PER MAG SPECIFICATIONS, PLACED AND COMPACTED FROM FOUR (4) INCHES BELOW PIPE TO TWELVE (12) INCHES ABOVE PIPE. FOR SEWER LINE CONSTRUCTION THE PIPE BEDDING SHALL BE PLACED IN TWO LIFTS PER MAG SPECIFICATIONS.

20. PIPE BEDDING, BACKFILLING AND COMPACTION SHALL BE PER MAG STANDARD DETAIL 200-1.

GENERAL POTABLE WATER NOTES (CITY OF SURPRISE)

1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING REQUIRED PERMITS AND INSPECTIONS FROM APPROPRIATE GOVERNMENTAL AGENCIES FOR ALL WORK IN THE PUBLIC RIGHT-OF-WAY.

2. ANY WORK PERFORMED WITHOUT THE APPROVAL OF THE CITY ENGINEER AND/OR ALL WORK AND MATERIALS NOT IN CONFORMANCE WITH SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.

3. THE CONTRACTOR SHALL UNCOVER ALL EXISTING LINES AT PROPOSED POINTS OF CONNECTION AND VERIFY THEIR LOCATION PRIOR TO TRENCHING. THE CONTRACTOR SHALL LOCATE OR HAVE LOCATED ALL EXISTING UNDERGROUND PIPELINES, TELEPHONE AND ELECTRICAL CONDUIT AND STRUCTURES IN ADVANCE OF CONSTRUCTION AND SHALL OBSERVE ALL POSSIBLE PRECAUTIONS TO AVOID DAMAGE TO THE SAME. CALL BLUE STAKE AT 602-263-1100 AND NOTIFY ALL INTERESTED UTILITIES.

4. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD BEFORE THE WATER FITTINGS ARE COVERED. FITTINGS SHALL NOT BE COVERED UNTIL SURVEYS HAVE BEEN COMPLETED. THE ENGINEER SHALL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WATER WORK UPON NOTIFICATION BY THE WATER CONTRACTOR THAT THE PIPE WORK IS COMPLETE AND READY FOR AS-BUILT SURVEY.

5. AS-BUILT PLANS CERTIFIED FOR CORRECTNESS BY A PROFESSIONAL CIVIL ENGINEER ACTIVELY REGISTERED TO PRACTICE IN THE STATE OF ARIZONA SHALL BE REQUIRED PRIOR TO FINAL APPROVAL OF ALL WATER, SEWER, RECLAIMED WATER AND STORM WATER CONSTRUCTION.

6. ANY CHANGES FROM APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF SURPRISE FOR WRITTEN APPROVAL PRIOR TO INSTALLATION.

7. THE CITY OF SURPRISE ENGINEERING SERVICES SHALL INSPECT AND APPROVE ALL TRENCHING, BEDDING, PIPE INSTALLATION, BACKFILL, AND COMPACTION. THE CITY OF SURPRISE SHALL INSPECT AND APPROVE ALL PRESSURE TESTING, DISINFECTIONS, AND ALL OPERATIONAL SYSTEMS TESTS. AFTER COMPLETION OF EACH PHASE OF THE WATER SYSTEM, BUT BEFORE ACCEPTANCE BY THE CITY OF SURPRISE INTO THE WARRANTY PERIOD, ALL PUNCH LIST ITEMS MUST BE ONE HUNDRED (100) PERCENT COMPLETED, AS DETERMINED BY THE CITY OF SURPRISE.
8. WATER LINES SHALL BE DISINFECTED AND TESTED IN ACCORDANCE WITH ADEQ BULLETIN #8.
9. WATER SERVICES TWO (2) INCHES OR SMALLER SHALL BE IN ACCORDANCE WITH CITY OF SURPRISE DETAIL 6-05.
10. FIRE HYDRANTS SHALL BE IN ACCORDANCE WITH CITY OF SURPRISE DETAILS 6-08 AND 6-09.
11. IN A WATER PIPE ZONE WHERE CITY OF SURPRISE IS THE PROVIDER, THE BEDDING SHALL BE ONE HUNDRED (100) PERCENT ABC MATERIAL PER MAG SPECIFICATIONS, PLACED AND COMPACTED FROM FOUR (4) INCHES BELOW FOR PIPES THAT ARE TWELVE (12) INCHES AND LARGER OR WHEN ROCKY OR UNSTABLE SOIL IS ENCOUNTERED TO TWELVE (12) INCHES ABOVE PIPE. BEDDING FOR PIPES LESS THAN TWELVE (12) INCHES MAY BE UNDISTURBED NATIVE MATERIAL OR BACKFILL COMPACTED TO NINETY-FIVE (95) PERCENT. THE PIPE ZONE FROM BOTTOM OF PIPE TO TWELVE (12) INCHES ABOVE TOP OF PIPE SHALL BE ABC COMPACTED TO NINETY-FIVE (95) PERCENT FOR ALL SIZES. IN A WATER PIPE ZONE WHERE EPCOR IS THE PROVIDER, REFER TO THEIR REQUIREMENTS.
12. SHUTDOWN OF EXISTING FACILITIES SHALL BE SCHEDULED BY CONTRACTOR WITH CITY UTILITIES DIVISION FORTY-EIGHT (48) HOURS IN ADVANCE. VALVES ARE TO BE OPERATED ONLY BY A UTILITIES DIVISION CERTIFIED OPERATOR OR UNDER THE DIRECTION OF A UTILITIES DIVISION CERTIFIED OPERATOR. SHUTDOWN OF THE EXISTING SYSTEM IS LIMITED TO OFF PEAK HOURS ONLY (12:00 AM THROUGH 4:00 AM AND 10:00 AM THROUGH 2:00 PM). NORMAL PRESSURE AND FLOW MUST BE RETURNED BY THE SCHEDULED TIME.
13. A #12 AWG TRACER WIRE SHALL BE PLACED TWELVE (12) INCHES ABOVE TOP OF PRIVATE FIRE LINES.
14. WATER DISTRIBUTION AND TRANSMISSION LINES SHALL BE MARKED WITH MARKING TAPE AND MARKER BALLS PER CITY OF SURPRISE STANDARD DETAIL 6-25.

POTABLE WATER SYSTEM MATERIAL SPECIFICATIONS

1. DISTRIBUTION: POLYVINYL CHLORIDE (PVC) PRESSURE PIPE IN ACCORDANCE WITH AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARD C900, PRESSURE CLASS 200, DR=14, ELASTOMERIC – GASKET, BELL – END OR DUCTILE IRON PIPE EQUIVALENT. ALL PIPES TWELVE (12) INCHES OR GREATER IN DIAMETER ARE REQUIRED TO BE DUCTILE IRON PIPE.
2. DISTRIBUTION FITTINGS: PUSH-ON OR MECHANICAL JOINT IN ACCORDANCE WITH MAG SECTION 750 OR MAG SECTION 630 AS APPLICABLE.
3. WATER LINE VALVE: MUELLER OR CLOW RESILIENT WEDGE SEATED GATE VALVE IN ACCORDANCE WITH MAG SECTION 630.3 WITH VALVE BOX AND COVER IN ACCORDANCE WITH MAG DETAIL 391-1, TYPE "C."
4. WATER SERVICE: TAPS, PIPES AND FITTINGS FOR WATER SERVICES UP TO A TWO (2) INCH SIZE SHALL BE IN ACCORDANCE WITH CITY OF SURPRISE STANDARD DETAIL 6-05. LARGER SIZES ARE TO BE SUBMITTED FOR APPROVAL.
5. FIRE HYDRANT: MUELLER "CENTURION" OR CLOW "MEDALLION" WITH TYPICAL "T" DESIGN WITH TWO (2) EACH OF 2 1/2 INCH NATIONAL STANDARD THREAD (NST) ORIFICES AND ONE (1) EACH OF 4 1/2 INCH NST ORIFICE AND IN ACCORDANCE WITH CITY OF SURPRISE STANDARD DETAILS.
6. ALL OTHER ITEMS: IN ACCORDANCE WITH MAG SPECIFICATIONS.
7. IN ACCORDANCE WITH AAC R18-4-213 ALL MATERIALS ADDED AFTER JANUARY 1, 1993, WHICH MAY COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NATIONAL SANITATION FOUNDATION STANDARDS 60 AND 61, INCLUDING CHEMICALS USED FOR DISINFECTION.

EMERGENCY VEHICLE ACCESS (E.V.A.)

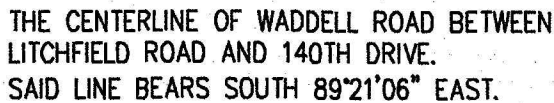
EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE ENTIRE CONSTRUCTION SITE. THE E.V.A. ROUTE MUST BE SIGNED AND MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNS SHALL BE PLACED BEGINNING AT THE POINT OF ENTRY AND AT ALL DIRECTIONAL CHANGE LOCATIONS.

UNDERGROUND UTILITY NOTE

THE UTILITIES DEPICTED HEREON ARE BASED UPON AS BUILT DRAWINGS AND THE FIELD SURVEY. CONTRACTOR TO CONTACT BLUE STAKE 48 HOURS PRIOR TO ANY ONSITE CONSTRUCTION AND FIELD VERIFY EXACT LOCATIONS OF ALL UTILITIES. IF DISCREPANCIES EXIST CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.

EXISTING	PROPOSED	
_____	_____	CENTER LINE
_____	_____	EASEMENT
_____	_____	RIGHT OF WAY
_____	_____	PROPERTY LINE
_____	_____	SURVEY MONUMENT
⊗ ○ ⊗		GATE VALVE
⊗	⊗	FIRE HYDRANT
⊗	⊗	SANITARY SEWER MANHOLE
⊗	●	SANITARY SEWER CLEANOUT
⊗	—○—	STREET SIGN
⊗	⊗—○	STREET LIGHT
⊗	⊗—○	UTILITY POLE
⊗		DRYWELL
⊗		TRANSFORMER
⊗		TELEPHONE PEDESTAL
_____ 1225 _____	_____ 1225 _____	MAJOR CONTOUR
_____ 1226 _____	_____ 1226 _____	MINOR CONTOUR
W _____	8"W _____	WATER LINE
S _____	8"SS _____	SANITARY SEWER LINE
SD _____	SD _____	STORM DRAIN LINE
G _____	G _____	GAS LINE
T _____	T _____	TELEPHONE LINE
OHE _____	OHE _____	OVERHEAD ELECTRIC LINE
	◆	GRADE BREAK
TC=(42.88) G=(42.38) →	42.03 TC 41.53 G	SPOT ELEVATION
_____	_____	CUT OR FILL SLOPE
_____	_____	CURB AND GUTTER
_____	_____	FLOW ARROW
_____	_____	RETAINING WALL
—X— X—		CHAIN LINK FENCE

AS-BUILTS





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 7, 2021
Submitting Department: Public Works
Staff Recommendations: None

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

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

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Asante 4.5 – Parcel 2, generally located at W. Saguaro Park Lane and N. 165th Avenue; Resolution # 2021-128.

Motion:

I move to approve Resolution No. 2021-128.

Background:

The Public Works Department conducted the final inspection of the public improvements for Asante 4.5 – Parcel 2, generally located at W. Saguaro Park Lane and N. 165th Avenue on or about August 3, 2021 totaling 12,344 SY (approximately 4,273 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, water and wastewater lines.

Objective Analysis:

The improvements for this property provide access and conveyance to the property, 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, and water 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 \$1,332,209.20.

Budget Impact:

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

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

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res 2021-128 Accept Infra Resolution_Final
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
 4. 04_Linear Foot Verification
-

RESOLUTION # 2021-128

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 ASANTE 4.5 – PARCEL 2, GENERALLY LOCATED AT W. SAGUARO PARK LANE AND N. 165th AVENUE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled “Asante 4.5 – Parcel 2” on, October 16th, 2018;

WHEREAS, LCD Asante, LLC, a Delaware Limited Liability Company, the developer of Asante 4.5 – Parcel 2, dedicated to the City the street and public utility improvements, generally located at W. Saguaro Park Lane and N. 165th Avenue;

WHEREAS, on or about August 3rd, 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:

Approved as to form:

Sherry Aguilar, City Clerk

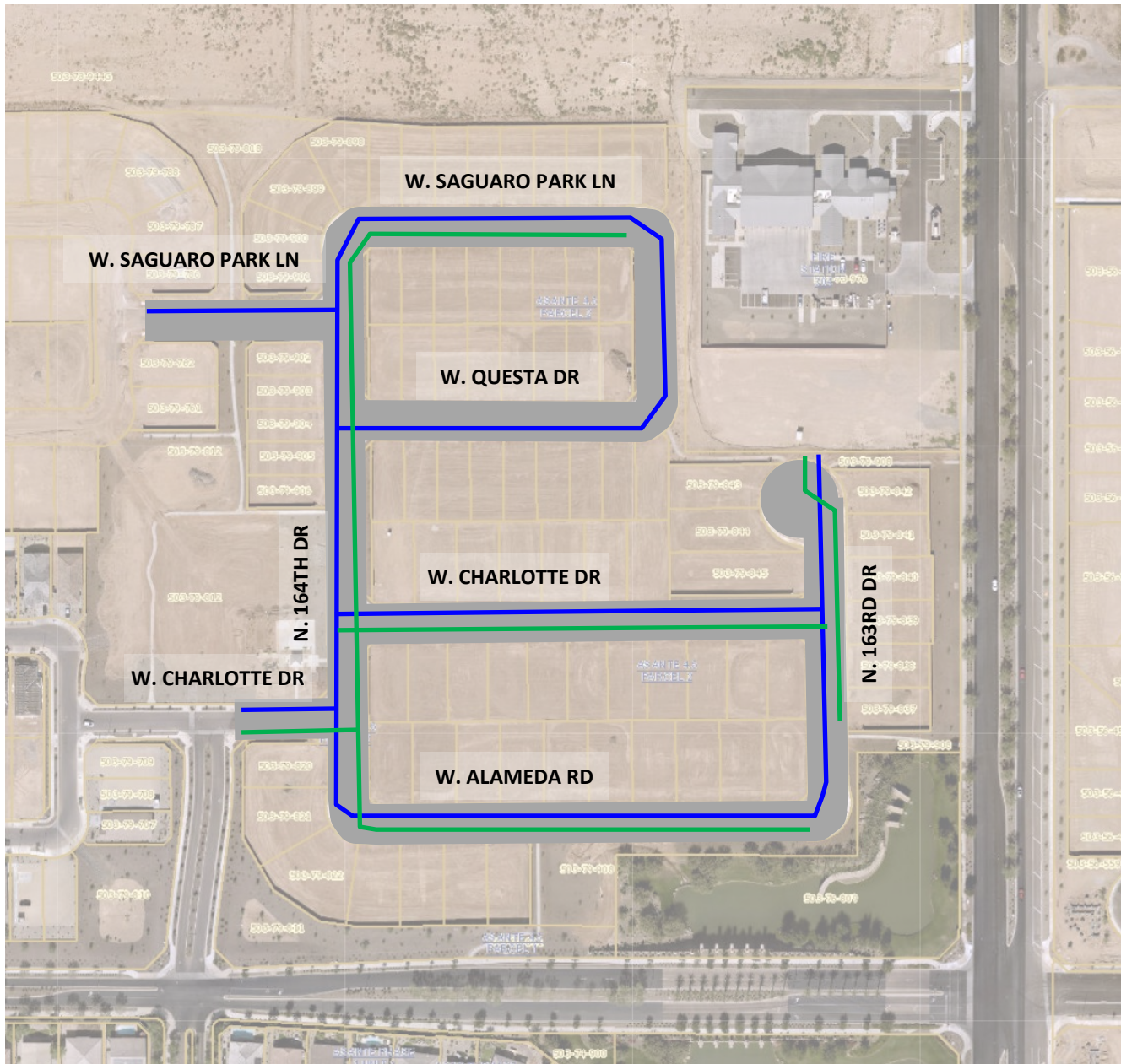
Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

EXHIBIT A

ASANTE 4.5 - Parcel 2



INFRASTRUCTURE TO

BE ACCEPTED:

- SEWER
- WATER
- ROADWAY

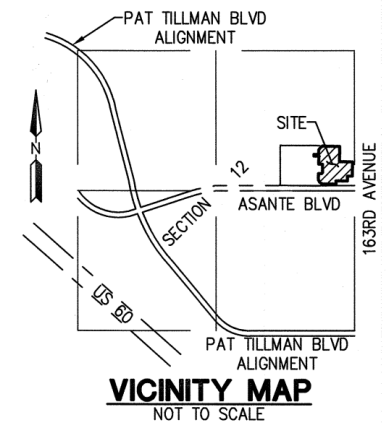


EXHIBIT B

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: 8/13/2021
Re: Asante 4.5 – Parcel 2

The public improvements for the above project have been completed and are tentatively scheduled for the September 7th, 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	\$333,186.07
City Concrete	\$447,860.62
City Sewer	\$270,902.00
City Water	\$280,260.51
Total	\$1,332,209.20

August 04, 2021

Lennar Homes
1665 W. Alameda Dr., Suite 130
Tempe, AZ 85282

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR ASANTE 4.5
PARCEL 2 – FS18-255**

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:

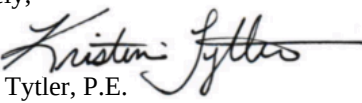
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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 Manager
Lee Lambert, Water Resource Management
Warren Bert, GIS

Mike Gent, Deputy City Manager/PW Director
John McFarland, PW Streets Manager
Amanda Correia, Finance
Michael Boule, Water Resource Management
James Marichalar, PW Civil Inspector



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 9-3-21 _____ Commercial _____ Commercial w/Offsite ☒ Residential

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

2-18-21 Date of Punch-List Walk 5-13-21 Date Punch-List Completed

FS Number: FS18-255 Permit Number(s): E21P-0594,E18P-0940,0941,0942,0943

Project Name: Asante 4.5 Parcel 2

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

Lennar Homes

1665 W Alameda Dr., Suite 130 Tempe, Az 85282

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Saguero Park Ln	Local	Future Tie in	163rd In	2	1/4	
Questa Dr	Local	164th dr	163rd In	2	1/4	
Charlotte dr	Local	Future Tie in	163rd dr	2	1/4	
Alameda	Local	164TH DR	163RD DR	2	1/4	
163RD DR	Local	Alameda rd	Cul de sac	2	1/4	

MATERIALS:

Asphalt: Vulcan Supplier 1.75 Total Lane Miles 13702 Total Square Yards _____

Water: 8" PVC C900 Size/Type 4362 Total LF _____ Size/Type _____ Total LF _____

Sewer: 8" PVC SDR 35 Size/Type 3629 Total LF _____ Size/Type _____ Total LF _____

Storm: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF _____

Fire Ln: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF _____

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List

☒ Final Certification Letter from Engineer of Record n/a AOC

☒ Complete Geotechnical Testing Packet ☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Sewer Pressure Testing Results ☒ Streetlight Energize Letter

☒ Sewer Manhole Vacuum Testing Certification ☒ As built Documents (PDF copy on CD)

☒ Sewer Manhole Insecticide Certification ☒ Updated asbuilt CAD base files (copy on CD)

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

n/a Other _____ (Specify)

APPROVAL:

Civil Inspector: [Signature]

Date: 8-3-21

Civil Engineering Supervisor: [Signature]

Date: 8/3/2021



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 9-3-21 _____ Commercial _____ Commercial w/Offsite ☒ Residential

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

2-18-21 _____ Date of Punch-List Walk 5-13-21 _____ Date Punch-List Completed

FS Number: FS18-255 _____ Permit Number(s): E21P-0594,E18P-0940,0941,0942,0943

Project Name: Asante 4.5 Parcel 2

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

Lennar Homes

1665 W Alameda Dr., Suite 130 Tempe, Az 85282

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
164th dr	Local	Alameda rd	Saguaro Park In	2	1/4	
163rd In	Local	Saguaro Park In	Questa dr	2	1/4	

MATERIALS:

Asphalt: Vulcan _____ Supplier 1.75 Total Lane Miles 13702 Total Square Yards

Water: 8" PVC C900 _____ Size/Type 4362 Total LF _____ Size/Type _____ Total LF

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Sewer: 8" PVC SDR 35 _____ Size/Type 3629 Total LF _____ Size/Type _____ Total LF

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Storm: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Fire Ln: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List

☒ Final Certification Letter from Engineer of Record

n/a AOC

☒ Complete Geotechnical Testing Packet

☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Sewer Pressure Testing Results

☒ Streetlight Energize Letter

☒ Sewer Manhole Vacuum Testing Certification

☒ As built Documents (PDF copy on CD)

☒ Sewer Manhole Insecticide Certification

☒ Updated asbuilt CAD base files (copy on CD)

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

n/a Other _____ (Specify)

APPROVAL:

Civil Inspector: [Signature]

Date: 8-3-21

Civil Engineering Supervisor: [Signature]

Date: 8/3/2021

	Private/Public ▼	Classification ▼	Roadway ▼	Length (ft) ▼	Length (mile) ▼	Length (Nearest 1/4 mile) ▼	Lane Miles ▼	Width (pavement) (ft) ▼
el 2	Public	Local	W. Alameda Road	670.0	0.13	0.25	0.25	26
el 2	Public	Local	W. Charlotte Drive	130.0	0.02	0.25	0.05	26
el 2	Public	Local	W. Charlotte Drive	670.0	0.13	0.25	0.25	26
el 2	Public	Local	W. Questa Drive	420.0	0.08	0.25	0.16	26
el 2	Public	Local	W. Saguaro Park Lane	297.0	0.06	0.25	0.11	26
el 2	Public	Local	W. Saguaro Park Lane	460.0	0.09	0.25	0.17	26
el 2	Public	Local	N. 164th Drive	834.0	0.16	0.25	0.32	26
el 2	Public	Local	N.163rd Lane	292.0	0.06	0.25	0.11	26
el 2	Public	Local	N. 163rd Drive	500.0	0.09	0.25	0.19	26
			Total	4273.0				



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 7, 2021
Submitting Department: Public Works
Staff Recommendations: None

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

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

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Asante 4.5 – Parcel 1, generally located at N. 166th Drive and W. Audrey Lane; Resolution # 2021-127.

Motion:

I move to approve Resolution No. 2021-127.

Background:

The Public Works Department conducted the final inspection of the public improvements for Asante 4.5 – Parcel 1, generally located at N. 166th Drive and W. Audrey Lane, on or about August 2nd, 2021 totaling 17,480 SY (approximately 5,949 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 \$2,188,972.49.

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 2021-127 Accept Infra Resolution
 2. 02a_Notice of Completion Letter_Phase 1A
 3. 02b_Notice of Completion Letter_Phase 1B
 4. 03a_Inspector Sign-Off Form_Phase 1A
 5. 03b_Inspector Sign-Off Form_Phase 1B
 6. 04_Linear Foot Verification
-

RESOLUTION # 2021-127

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 ASANTE 4.5 – PARCEL 1, GENERALLY LOCATED AT N. 166TH DRIVE AND W. AUDREY LANE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled “Asante 4.5 – Parcel 1” on, October 16th, 2018;

WHEREAS, LCD Asante, LLC, A Delaware Corporation, the developer of Asante 4.5 – Parcel 1, dedicated to the City the street and public utility improvements, generally located at N. 166th Drive and W. Audrey Lane;

WHEREAS, on or about August 2nd, 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:

Approved as to form:

Sherry Aguilar, City Clerk

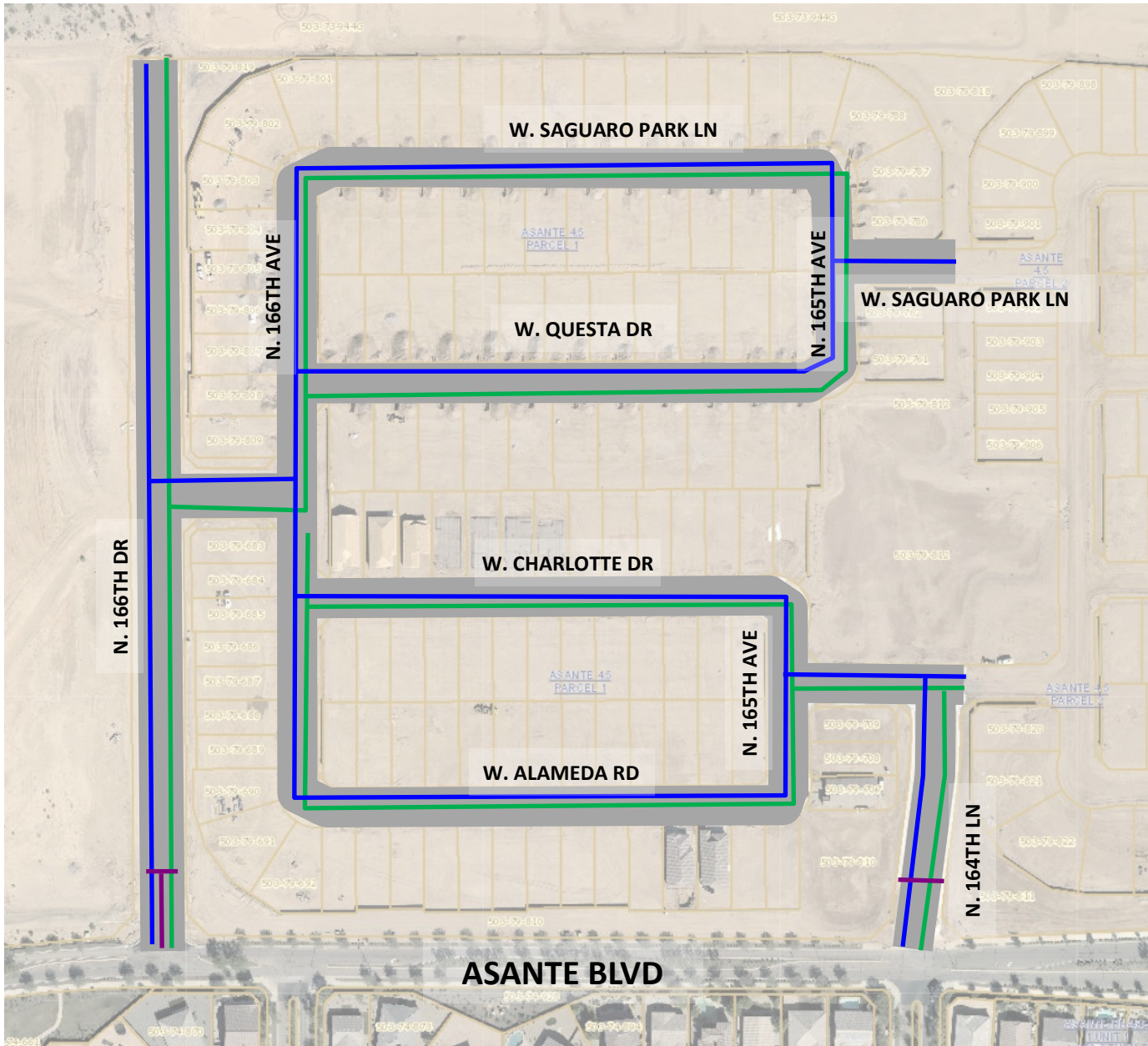
Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

EXHIBIT A

ASANTE 4.5 - Parcel 1



INFRASTRUCTURE TO BE ACCEPTED:

- SEWER
- WATER
- STORM DRAIN
- ROADWAY

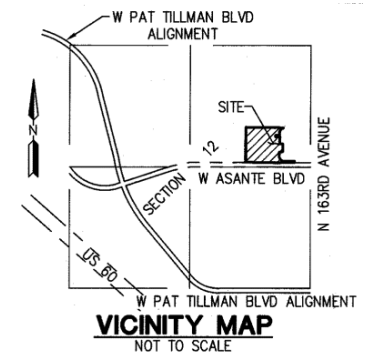


EXHIBIT B

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: 8/13/2021
Re: Asante 4.5 – Parcel 1

The public improvements for the above project have been completed and are tentatively scheduled for the September 7th, 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	\$539,820.96
City Concrete	\$700,757.18
City Sewer	\$501,082.10
City Water	\$419,550.73
City Drainage	\$27,761.52

Total	\$2,188,972.49
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December 9, 2020

Lennar Homes
1665 W Alameda Dr, Suite 130
Tempe, AZ 85282

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR ASANTE 4.5
PARCEL 1 PHASE 1A – FS18-330**

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

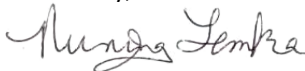
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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

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

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

Sincerely,



Nuning Lemka, P.E.
Engineering Manager

cc: Kristin Tytler, Assistant PW Director/City Engineer
David Mobley, PW Field Engineering Supervisor
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
James Marichalar, PW Civil Inspector

August 04, 2021

Lennar Homes
1665 W. Alameda Dr., Suite 130
Tempe, AZ 85282

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR ASANTE 4.5
PARCEL 1 PHASE 1B – FS18-331**

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:

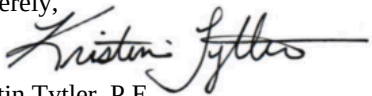
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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 Manager
Lee Lambert, Water Resource Management
Warren Bert, GIS

Mike Gent, Deputy City Manager/PW Director
John McFarland, PW Streets Manager
Amanda Correia, Finance
Michael Boule, Water Resource Management
James Marichalar, PW Civil Inspector



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 10-6-2020 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

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

02-19-20 Date of Punch-List Walk 03-17-20 Date Punch-List Completed

FS Number: FS18-330 Permit Number(s): E18P-0927,0928,0929,0930,0931,0932

Project Name: Asante 4.5 Parcel 1Phase 1A

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

Lennar Homes

1665 W Alameda Dr., Suite 130 Tempe, Az 85282

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest 1/4 mi.	Features
166th dr	Local	Asante Blvd	Future Tie in	2	1/4	
Audrey Ln	Local	166th Dr	166th Ave	2	1/4	
166th Ave	Local	Future Tie in	Alameda Rd	2	1/4	
Alameda Rd	Local	166th Ave	165th Ave	2	1/4	
165th Ave	Local	Alameda Ave	Charlotte Dr	2	1/4	

MATERIALS:

Asphalt: Vulcan Supplier 2 Total Lane Miles 12297 Total Square Yards

Water: 8" PVC C900 Size/Type 2840 Total LF 12"cl350 DIP Size/Type 647 Total LF

8" CLASS 350 DIP Size/Type 121 Total LF Size/Type Total LF

Sewer: 8" PVC SDR 35 Size/Type 2867 Total LF Size/Type Total LF

12"PVC SDR 26 Size/Type 648 Total LF Size/Type Total LF

Storm: 18" RGRCP Size/Type 195 Total LF Size/Type Total LF

24" RGRCP Size/Type 845 Total LF Size/Type Total LF

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

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List ☐ n/a AOC

☒ Final Certification Letter from Engineer of Record ☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Complete Geotechnical Testing Packet ☒ Streetlight Energize Letter

☒ Sewer Pressure Testing Results ☒ As built Documents (PDF copy on CD)

☒ Sewer Manhole Vacuum Testing Certification ☒ Updated asbuilt CAD base files (copy on CD)

☒ Sewer Manhole Insecticide Certification

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

☐ n/a Other _____ (Specify)

APPROVAL:

Civil Inspector: [Signature]

Date: 10-6-20

Civil Engineering Supervisor: [Signature]

Date: 10/09/2020



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 10-6-2020 Commercial ☐ Commercial w/Offsite ☒ Residential ☒

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

02-19-20 Date of Punch-List Walk 03-17-20 Date Punch-List Completed

FS Number: FS18-330 Permit Number(s): E18P-0927,0928,0929,0930,0931,0932

Project Name: Asante 4.5 Parcel 1Phase 1A

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

Lennar Homes

1665 W Alameda Dr., Suite 130 Tempe, Az 85282

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest 1/4 mi.	Features
Charlotte Dr	Local	166th ave	165th ave	2	1/4	
Charlotte Dr	Local	165th ave	Future Tie in	2	1/4	
164th Ln	Local	Charlotte Dr	Asante Blvd	2	1/4	Median

MATERIALS:

Asphalt: Vulcan Supplier 2 Total Lane Miles 12297 Total Square Yards

Water: 8" PVC C900 Size/Type 2840 Total LF 12" CL350 DIP Size/Type 647 Total LF

8" CL350 DIP Size/Type 121 Total LF Size/Type Total LF

Sewer: 8" SDR-35 PVC Size/Type 2867 Total LF Size/Type Total LF

12" SDR -35 PVC Size/Type 648 Total LF Size/Type Total LF

Storm: 18" RGRCP Size/Type 195 Total LF Size/Type Total LF

24" RGRCP Size/Type 123 Total LF Size/Type Total LF

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

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List

☒ Final Certification Letter from Engineer of Record n/a AOC

☒ Complete Geotechnical Testing Packet ☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Sewer Pressure Testing Results ☒ Streetlight Energize Letter

☒ Sewer Manhole Vacuum Testing Certification ☒ As built Documents (PDF copy on CD)

☒ Sewer Manhole Insecticide Certification ☒ Updated asbuilt CAD base files (copy on CD)

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

n/a Other (Specify)

APPROVAL:

Civil Inspector: [Signature]

Date: 10-6-20

Civil Engineering Supervisor: [Signature]

Date: 10/09/2020



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 9-3-21 _____ Commercial _____ Commercial w/Offsite ☒ Residential

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

01-5-21 Date of Punch-List Walk 04-7-21 Date Punch-List Completed

FS Number: FS18-331 Permit Number(s): E19P-0148,E18P-0934,0935,0936,0937

Project Name: Asante 4.5 Parcel 1Phase 1B

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

Lennar Homes

1665 W Alameda Dr., Suite 130 Tempe, Az 85282

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Saguaro Park Ln	Local	166th Ave	165th ave	2	1/4	
Questa Dr	Local	166th ave	165th ave	2	1/4	
165th ave	Local	Saguaro park ln	Questa Dr	2	1/4	
166th ave	Local	Saguaro park ln	Future tie in	2	1/4	
166TH DR	Local	Future Tie in	Future Tie in	2	1/4	

MATERIALS:

Asphalt: Vulcan Supplier 1.5 Total Lane Miles 8380 Total Square Yards _____

Water: 8" PVC C900 Size/Type 2245 Total LF 12"cl350 DIP Size/Type 554 Total LF _____

Sewer: 8" PVC SDR 35 Size/Type 2196 Total LF _____ Size/Type _____ Total LF _____

12"PVC SDR 26 Size/Type 552 Total LF _____ Size/Type _____ Total LF _____

Storm: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF _____

Fire Ln: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF _____

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List

☒ Final Certification Letter from Engineer of Record n/a AOC

☒ Complete Geotechnical Testing Packet ☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Sewer Pressure Testing Results ☒ Streetlight Energize Letter

☒ Sewer Manhole Vacuum Testing Certification ☒ As built Documents (PDF copy on CD)

☒ Sewer Manhole Insecticide Certification ☒ Updated asbuilt CAD base files (copy on CD)

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

n/a Other _____ (Specify)

APPROVAL:

Civil Inspector: [Signature]

Date: 8-2-21

Civil Engineering Supervisor: [Signature]

Date: 8/2/2021

	Private/Public ↓↑	Classification ↓	Roadway ↓	Length (ft) ↓	Length (mile) ↓	Length (Nearest 1/4 mile) ↓	Lane Miles ↓	Width (pavement) (ft) ↓
1	Public	Local	N. 166th Drive	1225.0	0.23	0.25	0.46	27
1	Public	Local	N. 166th Avenue	877.0	0.17	0.25	0.33	26
1	Public	Local	N. 165th Avenue	285.0	0.05	0.25	0.11	26
1	Public	Local	N. 164th Lane	285.0	0.05	0.25	0.11	31
1	Public	Local	W. Alameda Road	670.0	0.13	0.25	0.25	26
1	Public	Local	W. Charlotte Drive	245.0	0.05	0.25	0.09	26
1	Public	Local	W. Charlotte Drive	670.0	0.13	0.25	0.25	26
1	Public	Local	W. Audrey Lane	192.0	0.04	0.25	0.07	26
1	Public	Local	W. Questa Drive	750.0	0.14	0.25	0.28	26
1	Public	Local	W. Saguaro Park Lane	750.0	0.14	0.25	0.28	26
			Total	5949.0				



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 7, 2021
Submitting Department: Public Works
Staff Recommendations: None

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

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

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Parcel A16, generally located at W. Yearling Road and N. 142nd Avenue A16; Resolution # 2021-130.

Motion:

I move to approve Resolution No. 2021-130.

Background:

The Public Works Department conducted the final inspection of the public improvements for Parcel A16, generally located at W. Yearling Road and N. 142nd Avenue A16 on or about July 14, 2021 totaling 16,053 SY (approximately 5,160 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 increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,577,115.25.

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 2021-130 Accept Infra Resolution
 2. 02_Notice of Completion Letter
 3. 04_Linear Foot Verification
 4. 03_Inspector Sign Off Form
-

RESOLUTION # 2021-130

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 RANCHO MERCADO PARCEL A16, GENERALLY LOCATED AT W. YEARLING ROAD AND N. 142ND AVENUE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Rancho Mercado Parcel A16" on, September 17, 2019;

WHEREAS, Brookfield Holdings (Mercado) LLC, a Delaware Limited Liability Company, the developer of Rancho Mercado Parcel A16, dedicated to the City the street and public utility improvements, generally located at W. Yearling Road and N. 142nd Avenue;

WHEREAS, on or about July 14, 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:

Approved as to form:

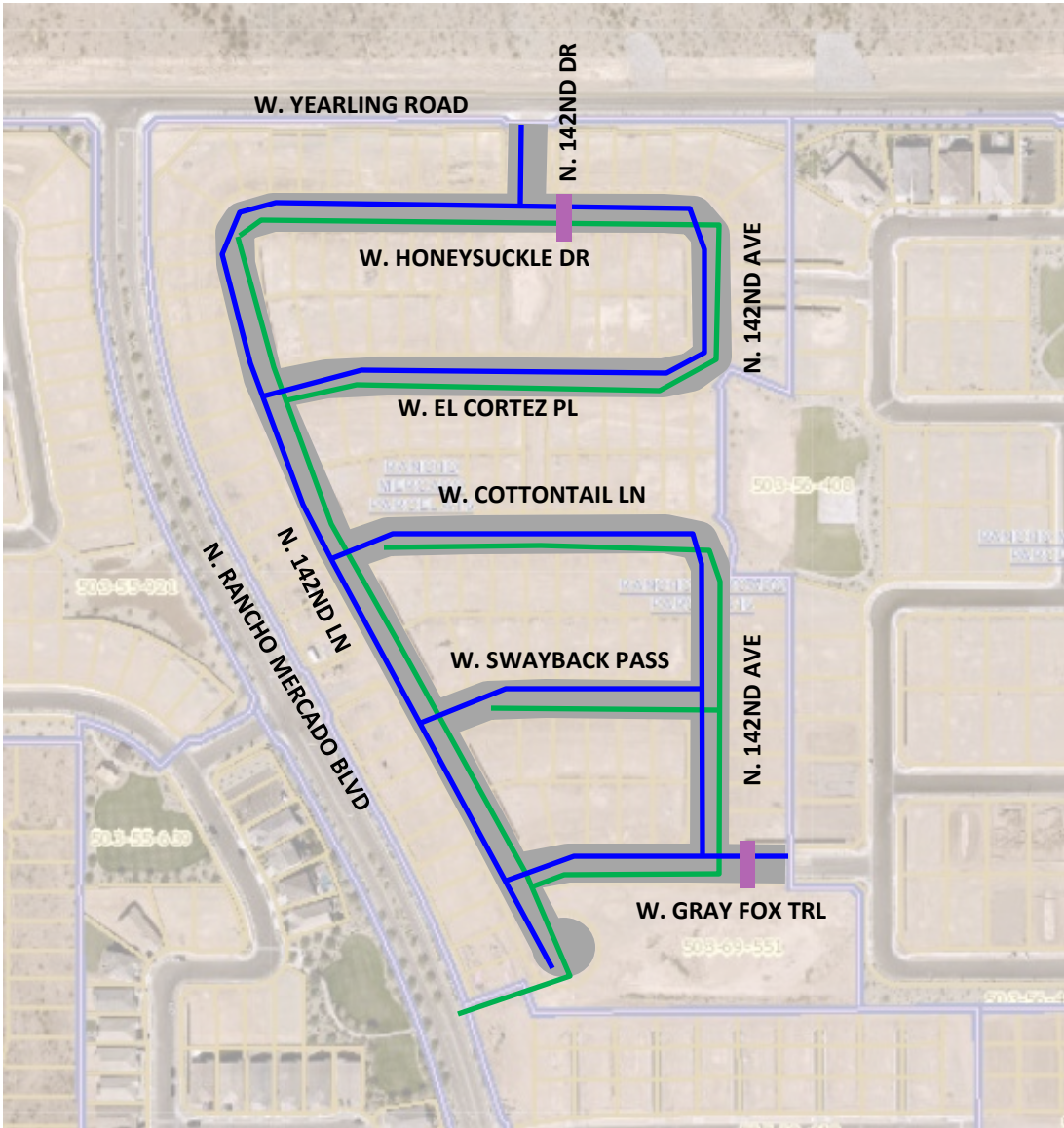
Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

EXHIBIT A



RANCHO MERCADO
PARCEL A16

INFRASTRUCTURE TO
BE ACCEPTED:

- SEWER
- WATER
- STORM DRAIN
- ROADWAY

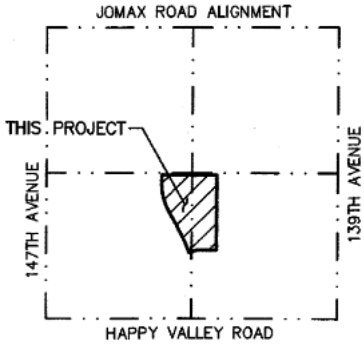


EXHIBIT B

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: 8/13/2021
Re: Rancho Mercado Parcel A16

The public improvements for the above project have been completed and are tentatively scheduled for the September 7, 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	\$ 465,620.00
City Concrete	\$ 468,979.25
City Sewer	\$ 312,290.00
City Water	\$ 308,565.00
City Drainage	\$ 21,661.00
Total	\$1,577,115.25

July 30, 2021

Taylor Morrison/Arizona Inc.
9000 E Pima Pkwy, Suite 350
Scottsdale AZ 85258

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RANCHO
MERCADO PARCEL A16 – FS19-158**

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:

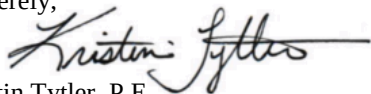
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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

	Private/Public ↓↑	Classification ↓	Roadway ↓	Length (ft) ↓	Length (mile) ↓	Length (Nearest 1/4 mile) ↓	Lane Miles ↓	Width (pavement) (ft)
Parcel A16	Public	Local	W. Gray Fox Trail	440.0	0.08	0.25	0.17	28
Parcel A16	Public	Local	W. Swayback Pass	140.0	0.03	0.25	0.05	28
Parcel A16	Public	Local	W. Swayback Pass	460.0	0.09	0.25	0.17	28
Parcel A16	Public	Local	W. Cottontail Lane	580.0	0.11	0.25	0.22	28
Parcel A16	Public	Local	W. El Cortez Place	700.0	0.13	0.25	0.27	28
Parcel A16	Public	Local	W. Honeysuckle Drive	720.0	0.14	0.25	0.27	28
Parcel A16	Public	Local	N. 142nd Lane	1240.0	0.23	0.25	0.47	28
Parcel A16	Public	Local	N. 142nd Drive	125.0	0.02	0.25	0.05	28
Parcel A16	Public	Local	N. 142nd Avenue	490.0	0.09	0.25	0.19	28
Parcel A16	Public	Local	N. 142nd Avenue	265.0	0.05	0.25	0.10	28
			Total	5160.0				



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 7/13/2021 Commercial Commercial w/Offsite ☒ Residential

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

5/13/2021 Date of Punch-List Walk 6/30/2021 Date Punch-List Completed

FS Number: FS19-158 Permit Number(s): E19P-0662,E19P-0663,E19P-0664,E19P-0666,E19P-0667,E19P-0669,E19P-0670

Project Name: Rancho Mercado Parcel A16

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

Taylor Morrison / Arizona Inc., 9000 East Pima Pkwy Suite 350, Scottsdale, Arizona 85258 480-344-7000

Sheet 1 of 3

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest 1/4 mi.	Features
Honeysuckle Dr	Local	142nd Dr	143rd Dr	2	1/4	
Honeysuckle Dr	Local	142nd Dr	Sta 31+27.50	2	1/4	
El Cortez PL	Local	142nd Dr	143rd Dr	2	1/4	
Cottontail Ln	Local	142nd Dr	143rd Dr	2	1/4	
Swayback Pass	Local	Rancho Mercado Pkwy	143rd Dr	2	1/4	

MATERIALS:

Asphalt: MR Tanner Supplier 5.5 Total Lane Miles 16,590 Total Square Yards

Water: 8" C-900 Size/Type 5,292 Total Linear Feet Size/Type Total Linear Feet

6" DIP Size/Type 120 Total Linear Feet Size/Type Total Linear Feet

Sewer: 8" PVC Size/Type 4,674 Total Linear Feet Size/Type Total Linear Feet

4" PVC Size/Type 3,720 Total Linear Feet Size/Type Total Linear Feet

Storm: 18" RGRCP Size/Type 367 Total Linear Feet Size/Type Total Linear Feet

Size/Type 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:

☒ 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: 7/13/2021

Civil Engineering Supervisor:

Date:



PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 7/13/2021 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

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

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

FS Number: FS19-158 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
Swayback Pass	Local	142nd Dr	143rd Dr	2	1/4	
Grayfox Trl	Local	Sta 14+31.60	143rd Dr	2	1/4	
142nd Dr	Local	Honeysuckle Dr	El Cortez PL	2	1/4	
142nd Dr	Local	Cottontail Ln	Grayfox Trl	2	1/4	
143rd Ave	Local	Yearling Rd	Honeysuckle 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 | ☐ AOC |
| ☐ Final Certification Letter from Engineer of Record | ☐ Asphalt Concrete Ticket w/ Name of Contractor |
| ☐ Complete Geotechnical Testing Packet | ☐ Streetlight Energize Letter |
| ☐ Sewer Pressure Testing Results | ☐ As built Documents (PDF copy on CD) |
| ☐ Sewer Manhole Vacuum Testing Certification | ☐ As Built Documents in PDF format (copy on CD) |
| ☐ Sewer Manhole Insecticide Certification | ☐ Updated asbuilt CAD base files (copy on CD) |
| ☐ Sewer Videos with Operators Notes (inc. re-videos) | |
| ☐ Other <u>See Sheet 1</u> | (Specify) |

APPROVAL:

Civil Inspector: William Valdez 

Date: 7/13/2021

Civil Engineering Supervisor: _____

Date: _____



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: FS19-158

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
143rd Dr	Local	Honeysuckle Dr	Cul De Sac	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 See Sheet 1

 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)

(Specify)

APPROVAL:

Civil Inspector: William Valdez

Date: 7/13/2021

Civil Engineering Supervisor:

Date:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 7, 2021
Submitting Department: Public Works
Staff Recommendations: None

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

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

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Parcel A18W, generally located at W. Happy Valley Road and N. Rancho Mercado Parkway; Resolution # 2021-131.

Motion:

I move to approve Resolution No. 2021-131.

Background:

The Public Works Department conducted the final inspection of the public improvements for Rancho Mercado Parcel A18W, generally located at W. Happy Valley Road and N. Rancho Mercado Parkway on or about July 14, 2021 totaling 8,817 SY (approximately 2,834 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 \$1,992,788.40.

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 2021-131 Accept Infra Rancho Mercado Parcel A18W
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
 4. 04_Linear Foot VerificationJPG
-

RESOLUTION # 2021-131

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 RANCHO MERCADO PARCEL A18W, GENERALLY LOCATED AT W. HAPPY VALLEY ROAD AND N. RANCHO MERCADO PARKWAY.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Rancho Mercado Parcel A18W" on, September 17, 2019;

WHEREAS, Brookfield Holdings (Mercado) LLC, a Delaware Limited Liability Company, the developer of Rancho Mercado Parcel A18W, dedicated to the City the street and public utility improvements, generally located at W. Happy Valley Road and No. Rancho Mercado Parkway;

WHEREAS, on or about July 14, 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:

Approved as to form:

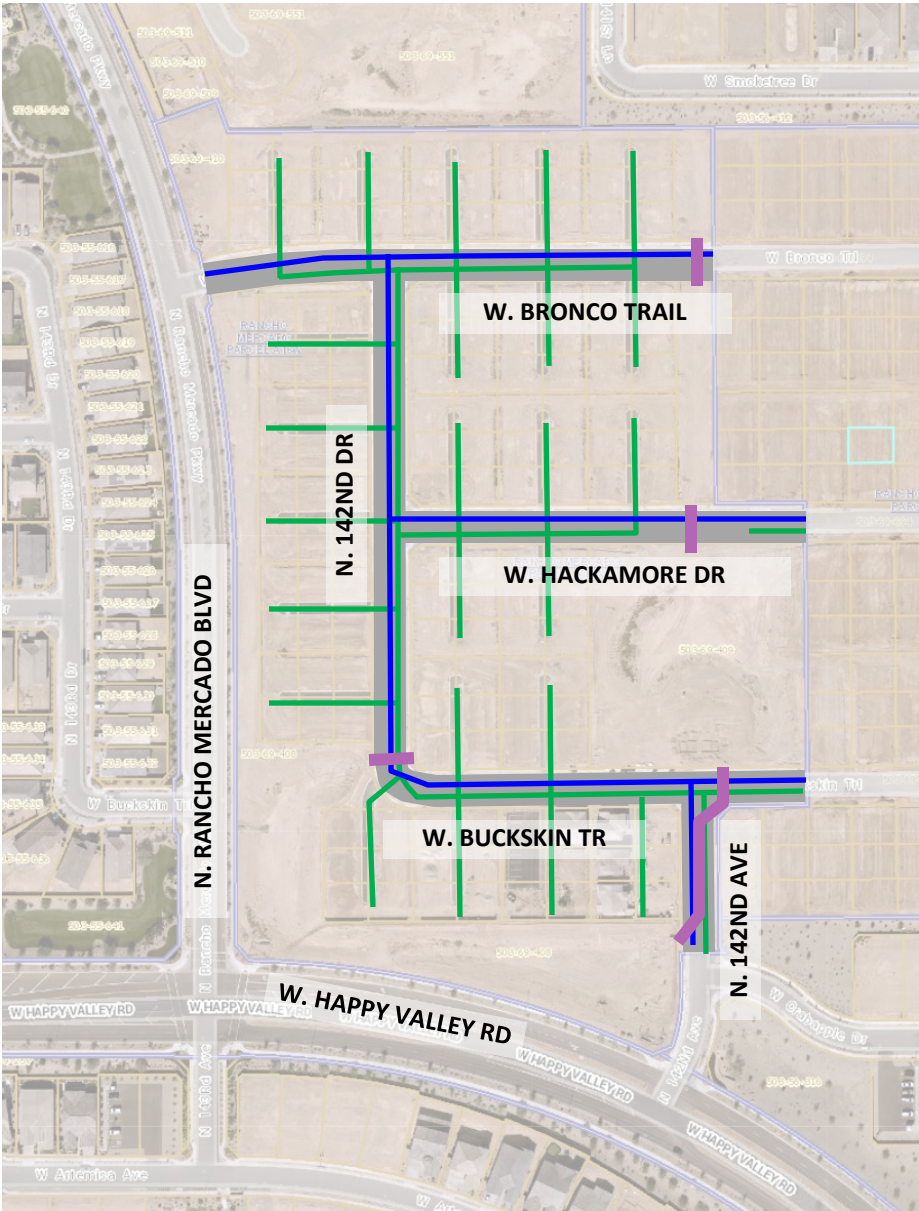
Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

EXHIBIT A



RANCHO MERCADO PARCEL A18W

INFRASTRUCTURE TO

BE ACCEPTED:

- SEWER
- WATER
- STORM DRAIN
- ROADWAY

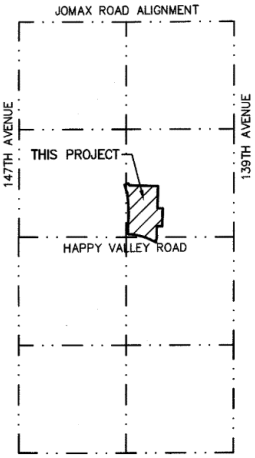


EXHIBIT B

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: 08/13/2021
Re: Rancho Mercado Parcel A18W

The public improvements for the above project have been completed and are tentatively scheduled for the September 7, 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	\$564,900.00
City Concrete	\$397,948.50
City Sewer	\$435,224.90
City Water	\$515,287.00
City Drainage	\$79,428.00
Total	\$1,992,788.40

July 30, 2021

Taylor Morrison/Arizona Inc.
9000 E Pima Pkwy, Suite 350
Scottsdale AZ 85258

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RANCHO
MERCADO PARCEL A18W – FS19-083**

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:

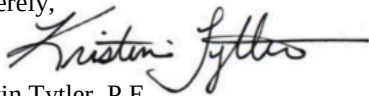
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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 Manager
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



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 7/14/2021 Commercial Commercial w/Offsite XX Residential

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

5/6/2021 Date of Punch-List Walk 6/23/2021 Date Punch-List Completed

FS Number: FS19-083 Permit Number(s): E19P-0938,E19P-0939,E19P-0940,E19P-0941,E19P-0942,E19P-0943

Project Name: Rancho Mercado Parcel A18W (Private)

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

Taylor Morrison / Arizona Inc., 9000 East Pima Pkwy Suite 350, Scottsdale, Arizona 85258 480-344-7000

Sheet 1 of 1

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Buckskin Trl	Local	142nd Dr	Sta 25+86.50	2	1/4	Private
Hackamore Dr	Local	142nd Dr	Sta 25+86.50	2	1/4	Private
Bronco Trl	Local	Rancho Mercado Pkwy	Sta 27+67.50	2	1/4	Private
142nd Dr	Local	Buckskin Trl	Bronco Trl	2	1/4	Private
142nd Ave	Local	Sta 12+30.99	Buckskin Trl	2	1/4	Private

MATERIALS:

Asphalt: MR Tanner Supplier 2.5 Total Lane Miles 8,713 Total Square Yards

Water: 8" C-900 Size/Type 6,987 Total Linear Feet Size/Type Total Linear Feet

6" DIP Size/Type 120 Total Linear Feet Size/Type Total Linear Feet

Sewer: 8" PVC Size/Type 6,138 Total Linear Feet Size/Type Total Linear Feet

4" PVC Size/Type 4,320 Total Linear Feet Size/Type Total Linear Feet

Storm: 18"RGRC Size/Type 108 Total Linear Feet 24"RGRC Size/Type 272 Total Linear Feet

36"RGRC Size/Type 444 Total Linear Feet Size/Type Total Linear Feet

Fire Ln: N/A Size/Type 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 Streets are Private (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: 7/14/2021

Civil Engineering Supervisor: Kristen Lytle

Date: 7/14/2021

	Private/Public	Classification	Roadway	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	Width (pavement) (ft)
Parcel A19	Public	Local	W. Crabapple Drive	1025.0	0.19	0.25	0.39	28
Parcel A19	Public	Local	W. Buckskin Trail	360.0	0.07	0.25	0.14	28
Parcel A19	Public	Local	W. Hackamore Trail	360.0	0.07	0.25	0.14	28
Parcel A19	Public	Local	W. Desert Hollow Drive	380.0	0.07	0.25	0.14	28
Parcel A19	Public	Local	W. Bronco Trail	580.0	0.11	0.25	0.22	28
Parcel A19	Public	Local	W. Gray Fox Trail	575.0	0.11	0.25	0.22	28
Parcel A19	Public	Local	W. Cottontail Lane	295.0	0.06	0.25	0.11	28
Parcel A19	Public	Local	W. Honeysuckle Drive	285.0	0.05	0.25	0.11	28
Parcel A19	Public	Local	N. 142nd Avenue	160.0	0.03	0.25	0.06	28
Parcel A19	Public	Local	N. 140th Lane	580.0	0.11	0.25	0.22	28
Parcel A19	Public	Local	N. 140th Lane	640.0	0.12	0.25	0.24	28
Parcel A19	Public	Local	N. 140th Drive	945.0	0.18	0.25	0.36	28
Parcel A19	Public	Local	N. 140th Drive	955.0	0.18	0.25	0.36	28
Parcel A18W	Public	Local	W. Buckskin Trail	582.0	0.11	0.25	0.22	28
Parcel A18W	Public	Local	W. Hackamore Drive	582.0	0.11	0.25	0.22	28
Parcel A18W	Public	Local	W. Bronco Trail	730.0	0.14	0.25	0.28	28
Parcel A18W	Public	Local	N. 142nd Drive	720.0	0.14	0.25	0.27	28
Parcel A18W	Public	Local	N. 142nd Avenue	220.0	0.04	0.25	0.08	28
			Total	2834.0				



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 7, 2021
Submitting Department: Public Works
Staff Recommendations: None

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

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

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Parcel A19, generally located at W. Happy Valley Road and N. 142nd Avenue; Resolution # 2021-129.

Motion:

I move to approve Resolution No. 2021-129.

Background:

The Public Works Department conducted the final inspection of the public improvements for Rancho Mercado Parcel A19, generally located at W. Happy Valley Road and N. 142nd Avenue on or about June 30, 2021 totaling 22,213 SY (approximately 7140 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 \$2,218,335.95.

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 2021-129 Accept Infra Resolution_Final
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
 4. 04_Linear Foot Verification
-

RESOLUTION # 2021-129

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 RANCHO MERCADO PARCEL A19, GENERALLY LOCATED AT W. HAPPY VALLEY ROAD AND N. 142ND AVENUE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Rancho Mercado Parcel A19" on, November 7th, 2018;

WHEREAS, William Lyon Homes, Inc., a California Corporation, the developer of Rancho Mercado Parcel A19, dedicated to the City the street and public utility improvements, generally located at Rancho Mercado Parcel A19, generally located at W. Happy Valley Road and N. 142nd Avenue;

WHEREAS, on or about June 30, 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:

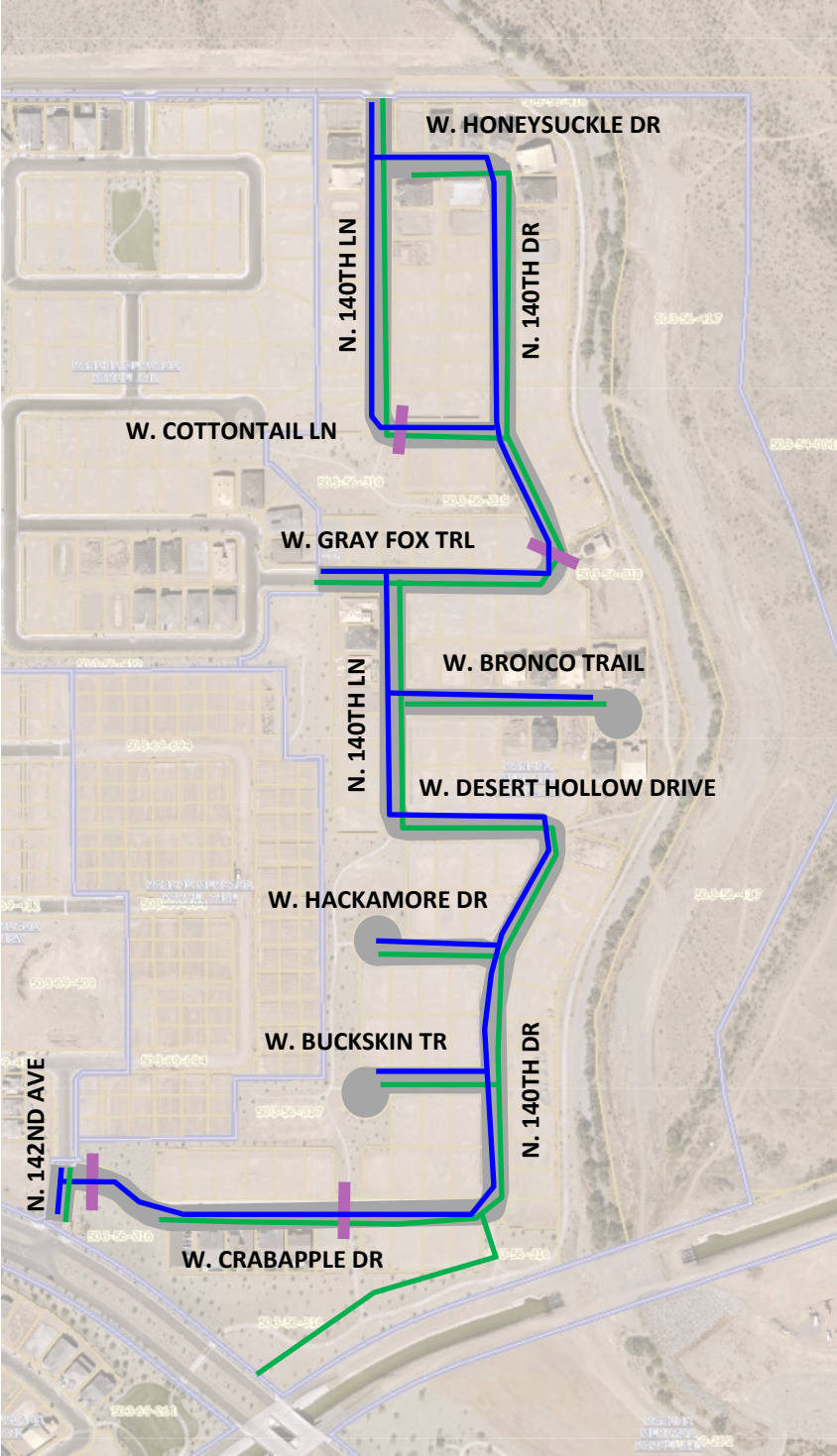
Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure



RANCHO MERCADO PARCEL A19

**INFRASTRUCTURE TO
BE ACCEPTED:**

- SEWER
- WATER
- STORM DRAIN
- ROADWAY

VICINITY MAP
SECTION 4 & 9, T4N, R1W

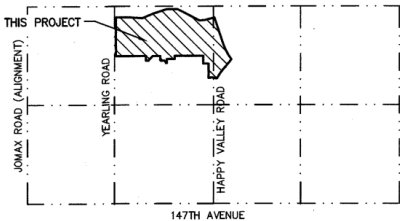


EXHIBIT B

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: 8/13/2021
Re: Rancho Mercado Parcel A19

The public improvements for the above project have been completed and are tentatively scheduled for the September 7, 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	\$570,435.00
City Concrete	\$542,043.75
City Sewer	\$590,073.05
City Water	\$479,496.50
City Drainage	\$36,287.65
Total	\$2,218,335.95

July 13, 2021

Taylor Morrison
4900 N. Scottsdale Rd, Suite 2200
Scottsdale, AZ 85251

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RANCHO
MERCADO PARCEL A19 – FS18-093**

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:

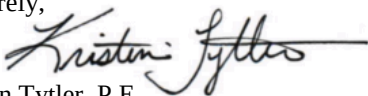
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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 Cprreia, 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



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: June 30, 2021 Commercial Commercial w/Offsite XX Residential

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

10/20/2020 Date of Punch-List Walk 4/28/2021 Date Punch-List Completed

FS Number: FS18-093 Permit Number(s): E18P-0748,E18P-0749,E18P-0751,E18P-0752,E18P-0753,E18P-0754

Project Name: Rancho Mercado Parcel A19

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

William Lyon Homes, 8840 E Chaparral Rd, Suite 200, Scottsdale, Arizona 85250 480-850-3724

Sheet 1 of 3

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Crabapple Dr	Local	142nd Ave	140th Dr	2	1/4	
Buckskin Trl	Local	Cul De Sac	140th Dr	2	1/4	
Hackamore Dr	Local	Cul De Sac	140th Dr	2	1/4	
Desert Hollow Dr	Local	140th Ln	140th Dr	2	1/4	
Bronco Trl	Local	140th Ln	Cul De Sac	2	1/4	

MATERIALS:

Asphalt:	MR Tanner	Supplier	6.5	Total Lane Miles	24,102	Total Square Yards		
Water:	8" C-900	Size/Type	7,776	Total Linear Feet	12" DIP	Size/Type	747	Total Linear Feet
	6" DIP	Size/Type	180	Total Linear Feet	16" DIP	Size/Type	772	Total Linear Feet
Sewer:	8" PVC	Size/Type	5,359	Total Linear Feet	10" PVC	Size/Type	1,704	Total Linear Feet
	15" PVC	Size/Type	179	Total Linear Feet	18" PVC	Size/Type	580	Total Linear Feet
Storm:	18" RGRCP	Size/Type	413	Total Linear Feet		Size/Type		Total Linear Feet
	24" RGRCP	Size/Type	331	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:

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

APPROVAL:

Civil Inspector: William Valdez

Date: June 30, 2021

Civil Engineering Supervisor: Kristen Jyllis

Date: 6/30/2021



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: June 30, 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: FS18-093

Permit Number(s): See Sheet 1

Project Name: See Sheet 1

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

Sheet 2 of 3

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Crabapple Dr	Local	142nd Ave	140th Dr	2	1/4	
Buckskin Trl	Local	Cul De Sac	140th Dr	2	1/4	
Hackamore Dr	Local	Cul De Sac	140th Dr	2	1/4	
Desert Hollow Dr	Local	140th Ln	140th Dr	2	1/4	
Bronco Trl	Local	140th Ln	Cul De Sac	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 30, 2021

Civil Engineering Supervisor:

Date:



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: June 30, 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: FS18-093

Permit Number(s): See Sheet 1

Project Name: See Sheet 1

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

Sheet 3 of 3

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Gray Fox Trl	Local	Sta 31+60.95	140th Dr	2	1/4	
Cottontail Ln	Local	140th Ln	140th Dr	2	1/4	
Honeysuckle Dr	Local	140th Ln	140th Dr	2	1/4	

MATERIALS:

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

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

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

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

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

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

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

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

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

_____ Copy of Punch List

_____ Final Certification Letter from Engineer of Record

_____ Complete Geotechnical Testing Packet

_____ Sewer Pressure Testing Results

_____ Sewer Manhole Vacuum Testing Certification

_____ Sewer Manhole Insecticide Certification

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

_____ Other See Sheet 1

_____ 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)

(Specify)

APPROVAL:

Civil Inspector: William Valdez

Date: June 30, 2021

Civil Engineering Supervisor: _____

Date: _____

	Private/Public	Classification	Roadway	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	Width (pavement) (ft)
Parcel A19	Public	Local	W. Crabapple Drive	1025.0	0.19	0.25	0.39	28
Parcel A19	Public	Local	W. Buckskin Trail	360.0	0.07	0.25	0.14	28
Parcel A19	Public	Local	W. Hackamore Trail	360.0	0.07	0.25	0.14	28
Parcel A19	Public	Local	W. Desert Hollow Drive	380.0	0.07	0.25	0.14	28
Parcel A19	Public	Local	W. Bronco Trail	580.0	0.11	0.25	0.22	28
Parcel A19	Public	Local	W. Gray Fox Trail	575.0	0.11	0.25	0.22	28
Parcel A19	Public	Local	W. Cottontail Lane	295.0	0.06	0.25	0.11	28
Parcel A19	Public	Local	W. Honeysuckle Drive	285.0	0.05	0.25	0.11	28
Parcel A19	Public	Local	N. 142nd Avenue	160.0	0.03	0.25	0.06	28
Parcel A19	Public	Local	N. 140th Lane	580.0	0.11	0.25	0.22	28
Parcel A19	Public	Local	N. 140th Lane	640.0	0.12	0.25	0.24	28
Parcel A19	Public	Local	N. 140th Drive	945.0	0.18	0.25	0.36	28
Parcel A19	Public	Local	N. 140th Drive	955.0	0.18	0.25	0.36	28
			Total	7140.0				



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 7, 2021
Submitting Department: Public Works
Staff Recommendations: None

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

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

Agenda Wording:

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Zanjero Trails Phase 2 Parcel 11A, generally located at N. 189th Avenue and W. Laurel Lane; Resolution # 2021-124.

Motion:

I move to approve Resolution No. 2021-124.

Background:

The Public Works Department conducted the final inspection of the public improvements for Zanjero Trails Phase 2 Parcel 11A, generally located at N. 189th Avenue and W. Laurel Lane, on or about September 29, 2020, totaling 19,675 SY (approximately 6,324 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, storm drain and wastewater lines. Domestic water lines are located within the EPCOR Water jurisdiction.

Objective Analysis:

The improvements for this property provide roadways for conveyance through the property, storm drains to convey stormwater to retention basins, and sewer lines to convey wastewater from the property to the City's public system. This action will accept the required infrastructure. The domestic water serving the property is within EPCOR Water jurisdiction.

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, 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 \$1,940,797.92.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's HURF, 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 2021-124 Infra Zanjero Trails Ph 2 Parcel 11A_Final
 2. 02_Notice of Completion Letter
 3. 03_Inspector sign off form
 4. 04_Linear Foot Verification
-

RESOLUTION # 2021-124

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 ZANJERO TRAILS PHASE 2 PARCEL 11A, GENERALLY LOCATED AT N. 189TH AVENUE AND W. LAUREL LANE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled “Zanjero Trails Phase 2 - Parcel 11A” on, February 12th, 2019;

WHEREAS, Lennar Arizona Incorporated, an Arizona Corporation, the developer of Zanjero Trails Phase 2 Parcel 11A, dedicated to the City the street and public utility improvements, generally located at N. 189th Avenue and W. Laurel Lane;

WHEREAS, on or about September 29, 2020, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

WHEREAS, the City of Surprise notes that the 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:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

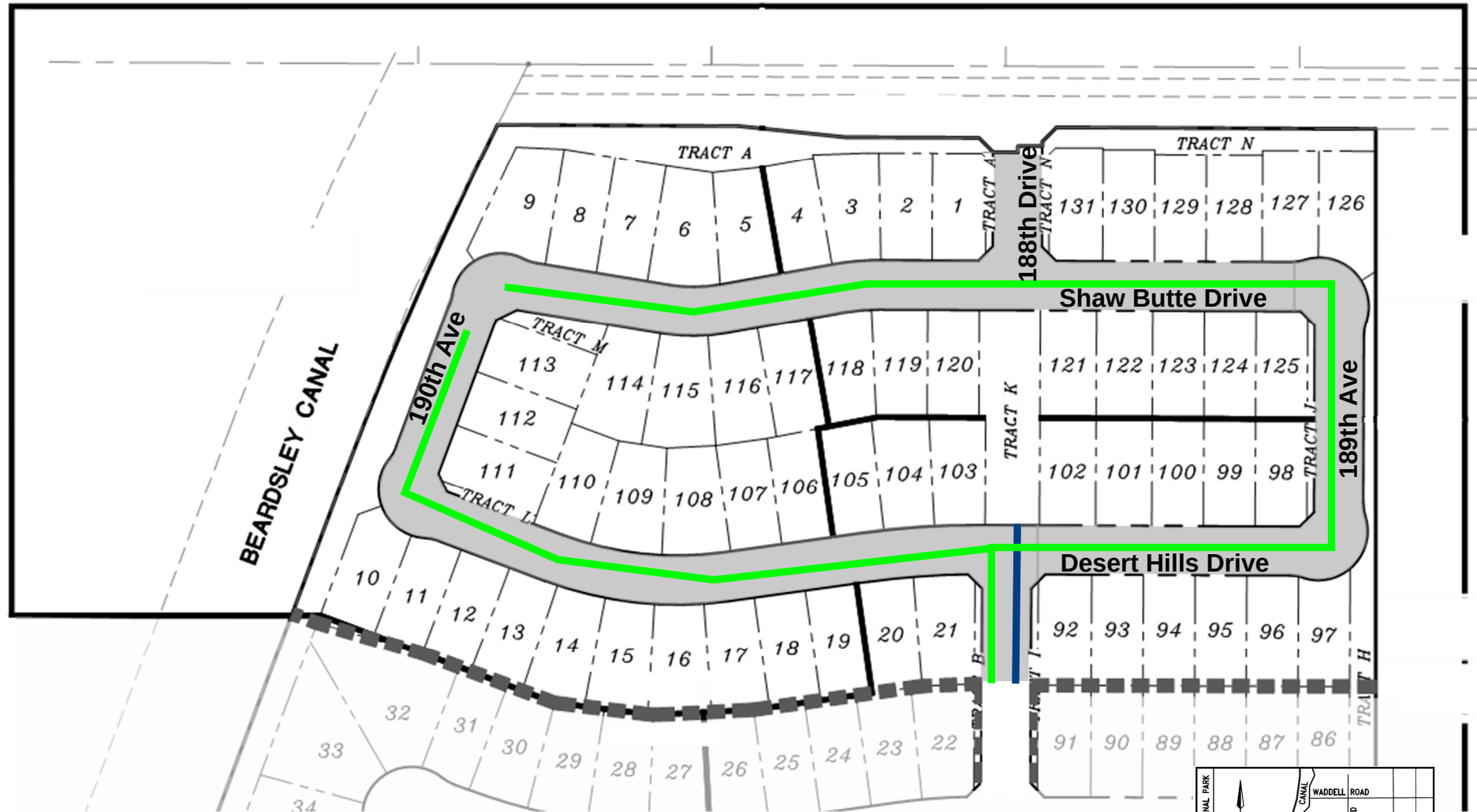
Exhibit A

Map of Infrastructure

Zanjero Trails Phase 2 Parcel 11A Phase 1



Zanjero Trails Phase 2 Parcel 11A Phase 2



INFRASTRUCTURE TO BE ACCEPTED

- SEWER
- STORM DRAIN
- ROADWAY

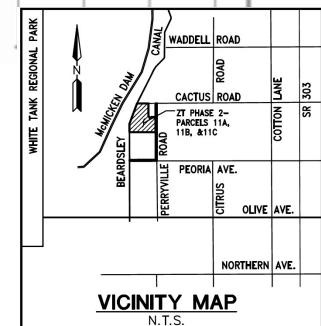


EXHIBIT B

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: 8/11/2021
Re: Zanjero Trails Phase 2 Parcel 11A

The public improvements for the above project have been completed and are tentatively scheduled for the September 7, 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 - \$533,517.01
City Concrete - \$722,863.58
City Storm Drain - \$275,881.93
City Sewer - \$408,535.40

Total: \$1,940,797.92

December 9, 2020

Lennar Homes
1665 W Alameda Dr. Ste. 130
Tempe, AZ 85282

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR ZANJERO TRAILS
PHASE 2 - PARCEL 11A PHASES 1 & 2 – FS17-449**

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

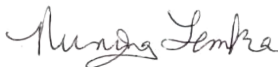
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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

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

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

Sincerely,



Nuning Lemka, P.E.
Engineering Manager

cc: Kristin Tytler, Assistant PW Director/City Engineer
David Mobley, PW Field Engineering Supervisor
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
James Marichalar, PW Civil Inspector



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 10/20/20 Commercial ☐ Commercial w/Offsite ☒ Residential

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

9/29/20 Date of Punch-List Walk 10/15/20 Date Punch-List Completed

FS Number: FS17-449 Permit Number(s): E18P-0223,0224,0225,0226,0227,0228

Project Name: Zanjero Trails Phase 2 Parcel 11A Phase 1 & 2

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

Lennar Homes - 1665 W Alameda Dr Ste 130 Tempe AZ 85282

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest 1/4 mi.	Features
189TH AVE	Local	Future Tie in	Shaw Butte Dr	2	1/4	
Shaw Butte Dr	Local	188th Dr	190th Ave	2	1/4	
190th AVE	Local	Shaw Butte Dr	188th Dr	2	1/4	
Desert Hills Dr	Local	188th dr	190th ave	2	1/4	
189th Ave	Local	Laurel Ln	Desert Hills Dr	2	1/4	

MATERIALS:

Asphalt: Solterra Materials Supplier 3.0 Total Lane Miles 19594 Total Square Yards

Water: 8" Pvc c-900 cl 200 Size/Type 5698 Total LF 8" CL350 Size/Type 886 Total LF

Sewer: 8" PVC SDR-35 Size/Type 6256 Total LF 30" RGRCP Size/Type 298 Total LF

Storm: 18" RGRCP Size/Type 377 Total LF 36" RGRCP Size/Type 276 Total LF

Fire Ln: 24" RGRCP Size/Type 187 Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List ☒ AOC

☒ Final Certification Letter from Engineer of Record ☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Complete Geotechnical Testing Packet ☒ Streetlight Energize Letter

☒ Sewer Pressure Testing Results ☒ As built Documents (PDF copy on CD)

☒ Sewer Manhole Vacuum Testing Certification ☐ Updated asbuilt CAD base files (copy on CD)

☒ Sewer Manhole Insecticide Certification

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

☐ Other _____ (Specify)

APPROVAL:

Civil Inspector: [Signature]

Date: 10-20-20

Civil Engineering Supervisor: [Signature]

Date: 10/23/2020



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 10/20/20 Commercial ☐ Commercial w/Offsite ☒ Residential

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

9/29/20 Date of Punch-List Walk 10/15/20 Date Punch-List Completed

FS Number: FS17-449 Permit Number(s): E18P-0223,0224,0225,0226,0227,0228

Project Name: Zanjero Trails Phase 2 Parcel 11A Phase 1 & 2

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

Lennar Homes - 1665 W Alameda Dr Ste 130 Tempe AZ 85282

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest 1/4 mi.	Features
Laurel Ln	Local	188th dr	190th Dr	2	1/4	
190th Dr	Local	Laurel Ln	Jenan Dr	2	1/4	
188th dr	Local	Laurel Ln	Poinsettia Dr	2	1/4	
Jenan Dr	Local	190th dr	189th dr	2	1/4	
189th Ct	Local	Jenan dr	Cul de sac	2	1/4	

MATERIALS:

Asphalt: Solterra Materials Supplier 3.0 Total Lane Miles 19594 Total Square Yards

Water: 8" Pvc c-900 cl 200 Size/Type 5698 Total LF 8" CL350 Size/Type 886 Total LF

Sewer: 8" PVC SDR-35 Size/Type 6256 Total LF 30" RGRCP Size/Type 298 Total LF

Storm: 18" RGRCP Size/Type 377 Total LF 36" RGRCP Size/Type 276 Total LF

Fire Ln: 24" RGRCP Size/Type 187 Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List ☒ AOC

☒ Final Certification Letter from Engineer of Record ☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Complete Geotechnical Testing Packet ☒ Streetlight Energize Letter

☒ Sewer Pressure Testing Results ☒ As built Documents (PDF copy on CD)

☒ Sewer Manhole Vacuum Testing Certification ☐ Updated asbuilt CAD base files (copy on CD)

☒ Sewer Manhole Insecticide Certification

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

☐ Other _____ (Specify)

APPROVAL:

Civil Inspector: [Signature]

Date: 10-20-20

Civil Engineering Supervisor: [Signature]

Date: 10/23/2020



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 10/20/20 Commercial ☐ Commercial w/Offsite ☒ Residential ☒

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

9/29/20 Date of Punch-List Walk 10/15/20 Date Punch-List Completed

FS Number: FS17-449 Permit Number(s): E18P-0223,0224,0225,0226,0227,0228

Project Name: Zanjero Trails Phase 2 Parcel 11A Phase 1 & 2

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

Lennar Homes - 1665 W Alameda Dr Ste 130 Tempe AZ 85282

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest 1/4 mi.	Features
189th Dr	Local	Jenan Dr	Poinsettia Dr	2	1/4	
Poinsettia Dr	Local	189th dr	188th dr	2	1/4	

MATERIALS:

Asphalt: Solterra Materials Supplier 3.0 Total Lane Miles 19594 Total Square Yards

Water: 8" Pvc c-900 cl 200 Size/Type 5698 Total LF 8" CL350 Size/Type 886 Total LF

Sewer: 8" PVC SDR-35 Size/Type 6256 Total LF 30" RGRCP Size/Type 298 Total LF

Storm: 18" RGRCP Size/Type 377 Total LF 36" RGRCP Size/Type 276 Total LF

Fire Ln: 24" RGRCP Size/Type 187 Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List ☒ AOC

☒ Final Certification Letter from Engineer of Record ☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Complete Geotechnical Testing Packet ☒ Streetlight Energize Letter

☒ Sewer Pressure Testing Results ☒ As built Documents (PDF copy on CD)

☒ Sewer Manhole Vacuum Testing Certification ☐ Updated asbuilt CAD base files (copy on CD)

☒ Sewer Manhole Insecticide Certification

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

☐ Other _____ (Specify)

APPROVAL:

Civil Inspector: [Signature]

Date: 10-20-20

Civil Engineering Supervisor: [Signature]

Date: 10/23/2020

	Private/Public ▼	Classification ▼	Roadway ▼	Length (ft) ▼	Length (mile) ▼	Length (Nearest 1/4 mile) ▼	Lane Miles ▼	Width (pavement) (ft)
h2 P11A	Public	Local	N 189th Avenue	137.0	0.03	0.25	0.05	28.0
h2 P11A	Public	Local	W Shaw Butte Drive	970.0	0.18	0.25	0.37	28.0
h2 P11A	Public	Local	N 190th Avenue	268.0	0.05	0.25	0.10	28.0
h2 P11A	Public	Local	N 188th Drive	292.0	0.06	0.25	0.11	28.0
h2 P11A	Public	Local	W Desert Hills Drive	1052.0	0.20	0.25	0.40	28.0
h2 P11A	Public	Local	N 189th Avenue	280.0	0.05	0.25	0.11	28.0
h2 P11A	Public	Local	W Laurel Lane	1067.0	0.20	0.25	0.40	28.0
h2 P11A	Public	Local	N 188th Drive	287.0	0.05	0.25	0.11	28.0
h2 P11A	Public	Local	W Poinsettia Drive	388.0	0.07	0.25	0.15	28.0
h2 P11A	Public	Local	N 189th Lane	392.0	0.07	0.25	0.15	28.0
h2 P11A	Public	Local	N 190th Drive	422.0	0.08	0.25	0.16	28.0
h2 P11A	Public	Local	W Jenan Drive	624.0	0.12	0.25	0.24	28.0
h2 P11A	Public	Local	N 190th Court	145.0	0.03	0.25	0.05	28.0
			Total	6324.0				



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 7, 2021
Submitting Department: Public Works
Staff Recommendations: None

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

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

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Zanjero Trails Phase 2 Parcel 11B, generally located at W. Sierra Street and N. 189th Avenue; Resolution # 2021-125.

Motion:

I move to approve Resolution No. 2021-125.

Background:

The Public Works Department conducted the final inspection of the public improvements for Zanjero Trails Phase 2 Parcel 11B, generally located at W. Sierra Street and N. 189th Avenue on or about January 19th, 2021, totaling 18,496 SY (approximately 5,945 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, storm drain and wastewater lines. Domestic water lines are located within the EPCOR water jurisdiction.

Objective Analysis:

The improvements for this property provide roadways for conveyance through the property, storm drains to convey stormwater to retention basins, and sewer lines to convey wastewater from the property to the City's public system. This action will accept the required infrastructure. The domestic water serving the property is within EPCOR Water jurisdiction.

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, 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 \$1,418,747.03.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's HURF, 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 2021-125 Accept Infra Zanjero Trails Ph 2 Parcel 11B
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
 4. 04_Linear Foot Verification
-

RESOLUTION # 2021-125

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 ZANJERO TRAILS PHASE 2 PARCEL 11B, GENERALLY LOCATED AT W. SIERRA STREET AND N. 189TH AVENUE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Zanjero Trails Phase 2 - Parcel 11B" on, February 12th, 2019;

WHEREAS, Lennar Arizona, Inc., and Arizona Corporation, the developer of Zanjero Trails Phase 2 - Parcel 11B, dedicated to the City the street and public utility improvements, generally located at W. Sierra Street and N. 189th Avenue;

WHEREAS, on or about January 19th, 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:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

EXHIBIT A

Zanjero Trails Ph2 Parcel 11B

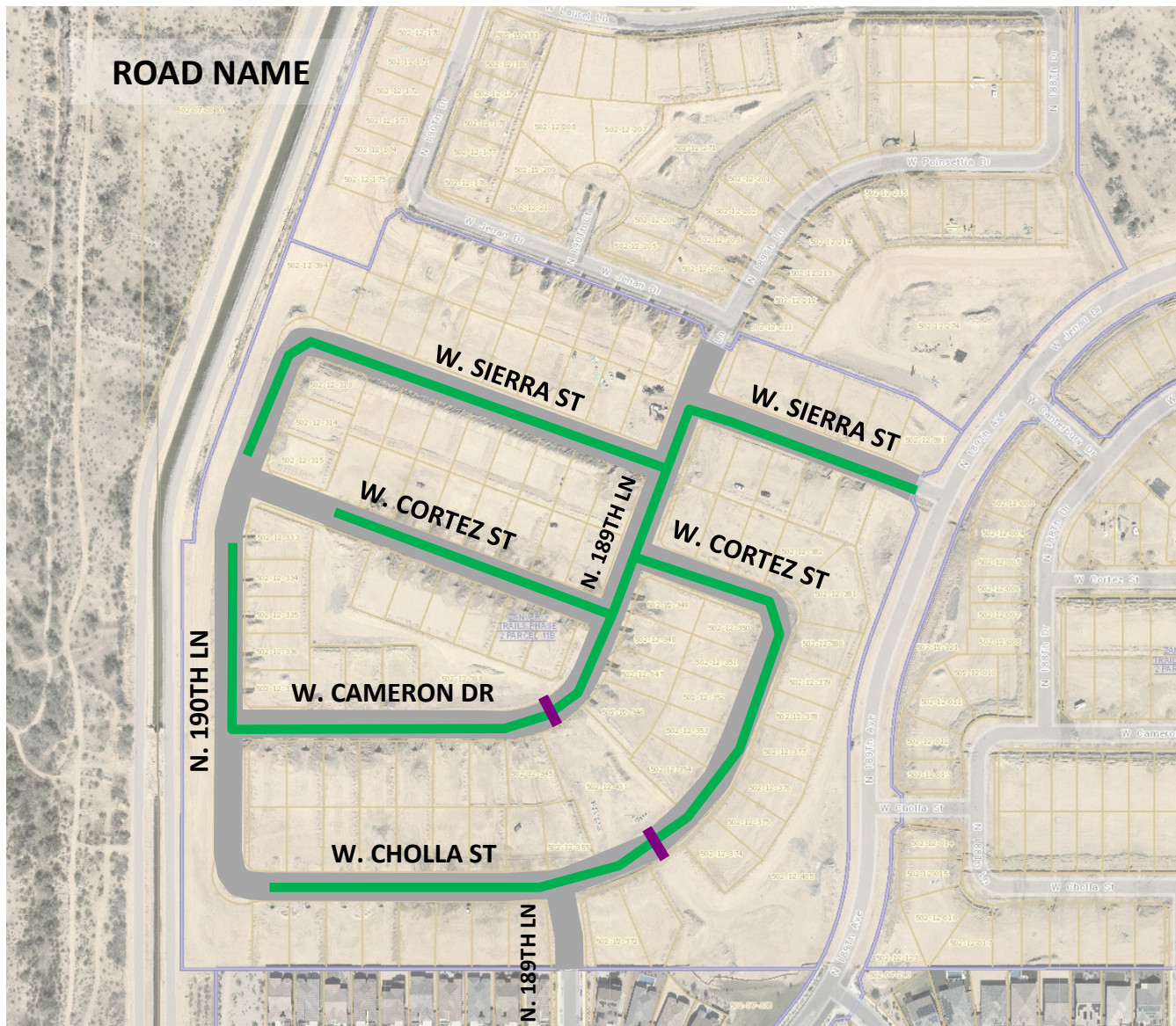


EXHIBIT B

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: 8/11/2021
Re: Zanjero Trails Phase 2 Parcel 11B

The public improvements for the above project have been completed and are tentatively scheduled for the September 7, 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 - \$483,640.70
City Concrete - \$462,792.47
City Storm Drain - \$141,614.46
City Sewer - \$330,699.40

Total: \$1,418,747.03

January 21, 2021

Lennar Homes
1665 W. Alameda Dr., STE 130
Tempe, AZ 85282

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR ZANJERO TRAILS
PHASE 2 PARCEL 11B – FS17-450**

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

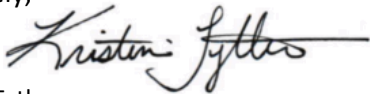
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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

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

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

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
James Marichalar, PW Civil Inspector



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 1/7/21 Commercial ☐ Commercial w/Offsite ☒ Residential ☒

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

11-3-20 Date of Punch-List Walk 12-9-20 Date Punch-List Completed

FS Number: FS17-450 Permit Number(s): E18P-0238,0248,0253,0256,0241,0243

Project Name: Zanjero Trails Phase 2 Parcel 11B Phase 1,2,3

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

Lennar Homes - 1665 W Alameda Dr Ste 130 Tempe AZ 85282

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Sierra St	Local	190th In	189th ave	2	1/4	
Cortez st	Local	189th dr	190th In	2	1/4	
Cameron Dr	Local	190th In	189th In	2	1/4	
Cholla St	Local	190th In	189th Dr	2	1/4	
190th Ln	Local	Sierra st	Cholla st	2	1/4	

MATERIALS:

Asphalt: Solterra Materials Supplier 1.75 Total Lane Miles 18739 Total Square Yards

Water: 8" Pvc c-900 cl 200 Size/Type 5251 Total LF 8" CL350 Size/Type 416 Total LF

Sewer: 8" PVC SDR-35 Size/Type 3963 Total LF 8" SDR-26 Size/Type 537 Total LF

Storm: 4" PVC Size/Type 83 Total LF 30" RGRCP Size/Type 139 Total LF

Fire Ln: 18" RGRCP Size/Type 88 Total LF 24" RGRCP Size/Type 74 Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List ☒ AOC

☒ Final Certification Letter from Engineer of Record ☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Complete Geotechnical Testing Packet ☒ Streetlight Energize Letter

☒ Sewer Pressure Testing Results ☒ As built Documents (PDF copy on CD)

☒ Sewer Manhole Vacuum Testing Certification ☐ Updated asbuilt CAD base files (copy on CD)

☒ Sewer Manhole Insecticide Certification

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

☐ Other _____ (Specify)

APPROVAL:

Civil Inspector: [Signature]

Date: 1-7-21

Civil Engineering Supervisor: [Signature]

Date: 1-19-21



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 1/7/21 _____ Commercial _____ Commercial w/Offsite ☒ Residential

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

11-3-20 Date of Punch-List Walk 12-9-20 Date Punch-List Completed

FS Number: FS17-450 Permit Number(s): E18P-0238,0248,0253,0256,0241,0243

Project Name: Zanjero Trails Phase 2 Parcel 11B Phase 1,2,3

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

Lennar Homes - 1665 W Alameda Dr Ste 130 Tempe AZ 85282

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest 1/4 mi.	Features
189th In	Local	Cameron Dr	Future Tie in	2	1/4	
189th dr	Local	Cholla St	Cortez st	2	1/4	

MATERIALS:

Asphalt: Solterra Materials Supplier 1.75 Total Lane Miles 18739 Total Square Yards _____

Water: 8" Pvc c-900 cl 200 Size/Type 5251 Total LF _____ Size/Type _____ Total LF

8" CL350 Size/Type 416 Total LF _____ Size/Type _____ Total LF

Sewer: 8" PVC SDR-35 Size/Type 3963 Total LF 8" SDR-26 Size/Type 537 Total LF

4" PVC Size/Type 83 Total LF _____ Size/Type _____ Total LF

Storm: 18" RGRCP Size/Type 88 Total LF 30" RGRCP Size/Type 139 Total LF

24" RGRCP Size/Type 74 Total LF _____ Size/Type _____ Total LF

Fire Ln: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

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)

_____ Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: [Signature]

Date: 1-7-21

Civil Engineering Supervisor: [Signature]

Date: 1-19-21

Location	Roadway	Limits (Begin)	Limits (End)	Paving Paved Dirt Road?	New Lanes (total) (total incl.)	New Bike Lanes (total)	Median Width (ft)
	W. Cholla Street	N. 190th Lane	N. 189th Drive	N	2	0	0
	W. Cameron Drive	N. 190th Lane	N. 189th Lane	N	2	0	0
	W. Cortez Street	N. 190th Lane	N. 189th Lane	N	2	0	0
	W. Cortez Street	N. 189th Lane	N. 189th Drive	N	2	0	0
	W. Sierra Street	N. 190th Lane	N. 189th Lane	N	2	0	0
	W. Sierra Street	N. 189th Lane	189th Avenue	N	2	0	0
	N. 190th Lane	W. Cholla Street	W. Sierra Street	N	2	0	0
	N. 189th Lane	W. Cameron Drive	W. Jenan Drive	N	2	0	0
	N. 189th Lane	150' south of W. Cholla Street	W. Cholla Street	N	2	0	0
	N. 189th Drive	W. Cholla Street	W. Cortez Street	N	2	0	0
	Total						



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 7, 2021
Submitting Department: Public Works
Staff Recommendations: None

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

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

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Zanjero Trails Phase 2 Parcel 11C, generally located at N. 189th Avenue and W. Cholla Street; Resolution # 2021-126.

Motion:

I move to approve Resolution No. 2021-126.

Background:

The Public Works Department conducted the final inspection of the public improvements for Zanjero Trails Phase 2 Parcel 11C, generally located at N. 189th Avenue and W. Cholla Street, on or about May 21st, 2020, totaling 15,388 SY (approximately 4,946 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete and wastewater lines. Domestic water lines are located within the EPCOR Water jurisdiction.

Objective Analysis:

The improvements for this property provide roadways for conveyance through the property, and sewer lines to convey wastewater from the property to the City's public system. This action will accept the required infrastructure. The domestic water serving the property is within EPCOR Water jurisdiction.

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 and sewer infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,294,834.74.

Budget Impact:

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

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

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res 2021-126 Accept Infra ZTrails Ph 2 Parcel 11C_Final
 2. 02_Notice of Completion Letter
 3. 03_Inspector sign off form
 4. 04_Linear Foot Verification
-

RESOLUTION # 2021-126

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 ZANJERO TRAILS PHASE 2 PARCEL 11C, GENERALLY LOCATED AT N. 189TH AVENUE AND W. CHOLLA STREET.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled “Zanjero Trails Phase 2 - Parcel 11C” on, February 12th, 2019;

WHEREAS, Lennar Arizona Incorporated, an Arizona Corporation, the developer of Zanjero Trails Phase 2 Parcel 11C, dedicated to the City the street and public utility improvements, generally located at N. 189th Avenue and W. Cholla Street;

WHEREAS, on or about May 21, 2020, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

WHEREAS, the City of Surprise notes that the 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:

Approved as to form:

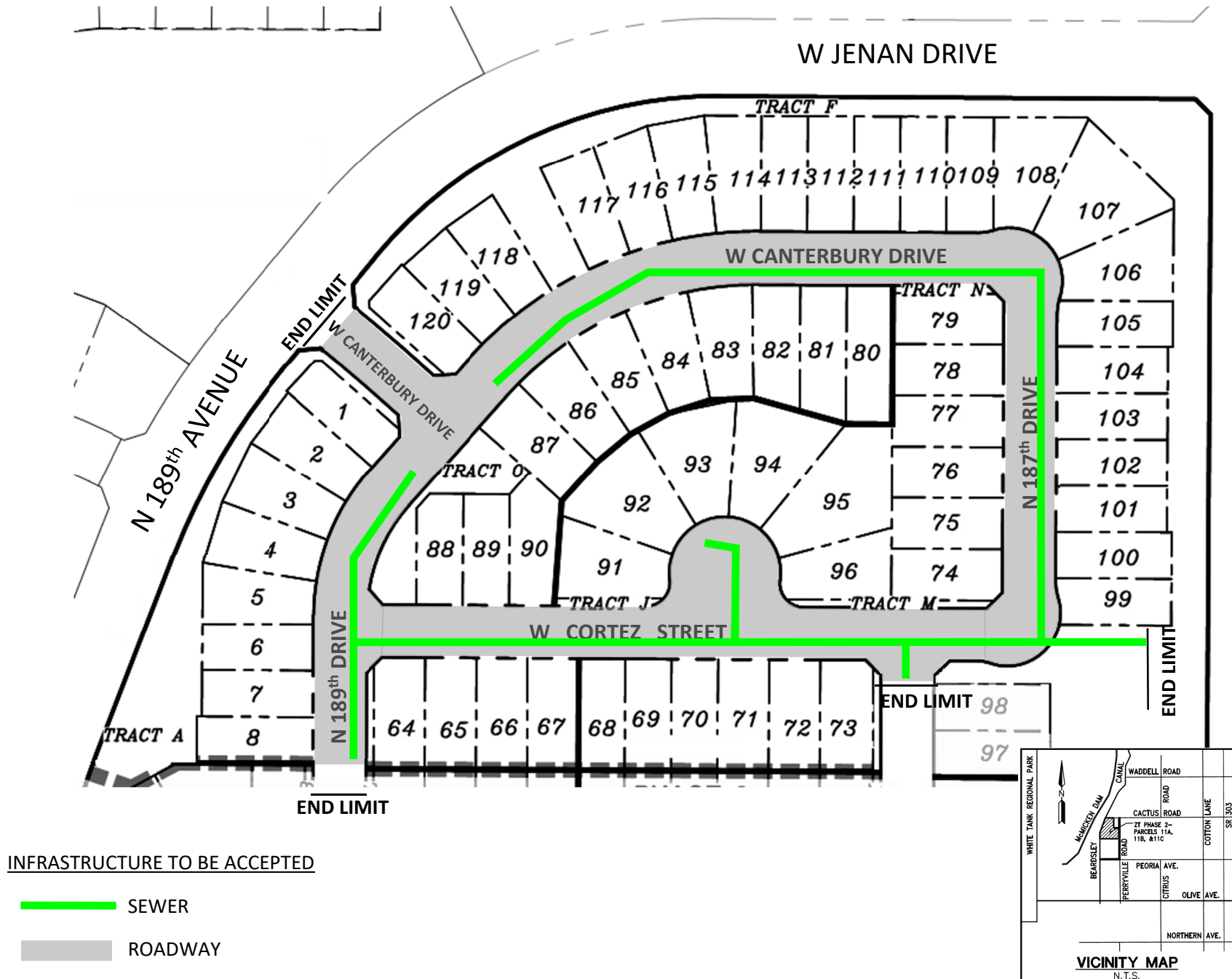
Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

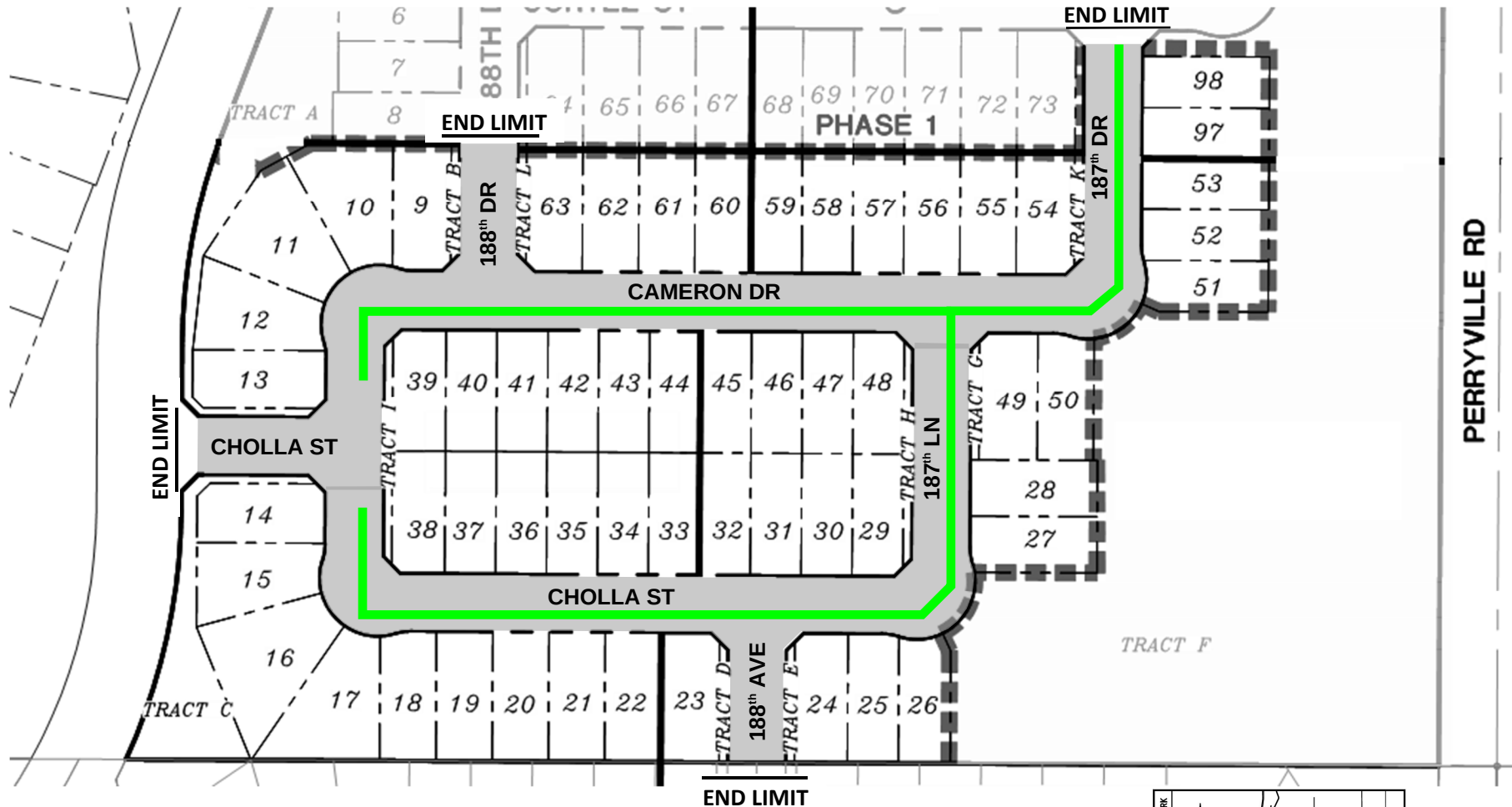
Exhibit A

Map of Infrastructure

Zanjero Trails Phase 2 Parcel 11C Phase 1



Zanjero Trails Phase 2 Parcel 11C Phase 2



INFRASTRUCTURE TO BE ACCEPTED

- SEWER
- ROADWAY

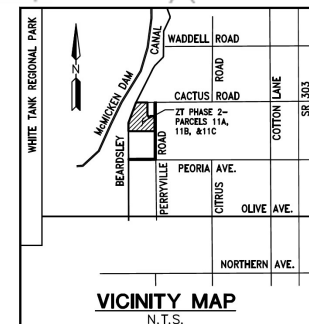


EXHIBIT B

List and Cost of Improvements



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

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 08/11/2021
Re: Zanjero Trails Phase 2 Parcel 11C

The public improvements for the above project have been completed and are tentatively scheduled for the September 7th, 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 - \$412,600.31
- City Concrete - \$586,511.46
- City Sewer - \$295,722.97
- **Total - \$1,294,834.74**

December 9, 2020

Lennar Homes
1665 W Alameda Dr. Ste. 130
Tempe, AZ 85282

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR ZANJERO TRAILS
PHASE 2 - PARCEL 11C PHASES 1 AND 2 – FS17-433**

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

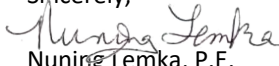
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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

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

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

Sincerely,



Nuning Lemka, P.E.
Engineering Manager

cc:

Kristin Tytler, Assistant PW Director/City Engineer
David Mobley, PW Field Engineering Supervisor
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
James Marichalar, PW Civil Inspector



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

5/21/20 Date of Punch-List Walk 7/15/20 Date Punch-List Completed

Lennar Homes - 1665 W Alameda Dr Ste 130 Tempe AZ 85282

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
188th dr	Local	Future Tie in	Cameron Dr	2	1/4	
187th dr	Local	Future tie in	Cameron Dr	2	1/4	
Cameron Dr	Local	188th ln	187th dr	2	1/4	
188th ln	Local	Cameron Dr	Cholla st	2	1/4	
Cholla st	Local	188th Ln	187th ln	2	1/4	

Asphalt:	Southwest Materials	Supplier	1.25	Total Lane Miles	7681	Total Square Yards	
Water:	8" Pvc c-900 cl 200	Size/Type	1826	Total LF		Size/Type	Total LF
		Size/Type		Total LF		Size/Type	Total LF
Sewer:	8" pvc sdr-35	Size/Type	1931	Total LF		Size/Type	Total LF
		Size/Type		Total LF		Size/Type	Total LF
Storm:		Size/Type		Total LF		Size/Type	Total LF
		Size/Type		Total LF		Size/Type	Total LF
Fire Ln:		Size/Type		Total LF		Size/Type	Total LF

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

Date:



5/21/20 Date of Punch-List Walk 7/15/20 Date Punch-List Completed

Lennar Homes - 1665 W Alameda Dr Ste 130 Tempe AZ 85282

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
188TH AVE	Local	Cholla Ave	Existing Parcel	2	1/4	
187th In	Local	Cameron Dr	Cholla st	2	1/4	

Location	Roadway	Limits (Begin)	Limits (End)	Paving Paved Dirt Road?	New Lanes (total) (total incl.)	New Bike Lanes (total)	Median Width (ft)
	N 188th Avenue	W Cholla Street	142' South of W Cholla Street	N	2	0	0
	W Cholla Street	N 187th Lane	N 188th Lane	N	2	0	0
	N 188th Lane	W Cholla Street	W Cameron Drive	N	2	0	0
	W Cholla Street	N 188th Lane	N 189th Avenue	N	2	0	0
	W Cameron Drive	N 188th Lane	N 187th Drive	N	2	0	0
	N 187th Lane	W Cholla Street	W Cameron Drive	N	2	0	0
	N 188th Drive	W Cameron Drive	W Canterbury Drive	N	2	0	0
	W Canterbury Drive	N 189th Avenue	N 188th Drive	N	2	0	0
	W Cortez Street	N 188th Drive	N 187th Drive	N	2	0	0
	N 187th Drive	W Cortez Street	W Cameron Drive	N	2	0	0
	N 187th Drive	W Cortez Street	W Canterbury Drive	N	2	0	0
	W Canterbury Drive	N 188th Drive	N 187th Drive	N	2	0	0
	Total						



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 7, 2021 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Presentation and discussion pertaining to the proposed annexation of Windstone Ranch North. (Case FS21-209)

Motion:

Presentation and discussion only.

Background:

Kent A. Xander, representing the property owner, seeks annexation of undeveloped land generally located north of Happy Valley Road and west of the 151st Avenue alignment. The annexation proposal is for one (1) parcel, consisting of 19.896 acres of unincorporated land within Maricopa County zoning districts Rural-43. If annexed, the property will assume the similar zoning district of Rural Residential (RR) as outlined in the Land Development Ordinances, and the owners will request a rezoning (FS21-208) request for Residential Low Density (R-1). The Resolution for the Intent to Annex directs City Staff to begin the annexation process per A.R.S. § 9-471.

The applicant held a virtual Citizen Review meeting on May 17, 2021. Advertisements were posted in a local newspaper and (3) signs were posted within the subject property. Neighboring residents attended to express their concerns about the compatibility with their residences.

Objective Analysis:

Positive impacts include adding additional property to the incorporated limits which will generate additional property and potential development fees. Negative impacts could include providing services in a 19.896-acre area where the City did not have to previously serve.

Policy Compliant:

No action is being taken at this time. However, if the City Council moves forward to annex property into the City limits, the annexation would be deemed policy compliant by expanding the range of influence of the City.

Financial Impact:

At this time, there are no financial impacts associated with this item. If the City Council moves forward to annex property into the City limits there could be financial impacts to the City to provide services to an area that the City did not provide services to in the past. Additionally, if the area is annexed, that

could result in future development fees, sales, and property taxes. Also, a Financial Impact Analysis will be conducted and submitted along with the final annexation documents.

Budget Impact:

At this time, there are no budget impacts associated with this item. If the City Council moves forward to annex property into the City limits there could be minor budget impacts to the City to provide services to an area that the City did not provide services to in the past. If the area is annexed that could result in future development fees, sales and property taxes.

FTE Impact:

At this time, there would be no additional FTEs associated with this item. If the City Council moves forward to annex property into the City limits staff does not believe any future FTEs would be needed based on the potential annexation.

ATTACHMENTS:

1. 00 - FS21-209 Annexation Blank Petition - Redo - Staff Report
 2. 01 - FS21-209 Annexation Blank Petition - Vicinity Map
 3. 02 - FS21-209 Annexation Blank Petition - Resolution #2021-83
 4. 03 - FS21-209 Annexation Blank Petition - Citizen Participation Report Redacted
 5. FS21-209 Annexation Blank Petition - PowerPoint
-

ANNEXATION

REPORT TO THE CITY COUNCIL

1 **Case:** FS21-209
2
3 **Project Name:** Windstone Ranch North Annexation
4
5 **Council District:** 1
6
7 **City Council Date:** September 7, 2021
8
9 **Planner:** Sergio Angulo, Planner II
10
11
12 **Owner:** Farhad Shokoohi
13
14 **Applicant:** Kent A. Xander, KAX Group, LLC
15
16 **Request:** Annexation Public Hearing
17
18 **Site Location:** Generally north of Happy Valley Road and west of the 151st Avenue
19 alignment.
20
21 **Site Size:** 19.896 acres (approx.)
22
23 **General Plan Conformance:** The proposal is consistent with the Surprise General Plan 2035
24
25 **Actions:** No Action at this time. City Council public hearing to discuss the
26 annexation proposal.
27
28 **Introduction:**
29
30 Kent A. Xander, representing the property owner, seeks annexation of an undeveloped parcel
31 generally located north of Happy Valley Road and west of the 151st Avenue alignment. The
32 annexation proposal is for 19.896 acres, consisting of (1) parcel with one owner of unincorporated
33 land adjacent to Surprise City limits.

34 **Project Description:**

35
36 The property is currently zoned Maricopa County Rural-43. If annexed, the property will assume
37 similar Rural Residential (RR) zoning of the Surprise Land Development Ordinances (LDO). In a
38 concurrent development application, this property is part of a rezoning case FS21-208, and will
39 be heard by both the Planning and Zoning Commission and City Council.

40
41 The parcel associated with this proposed annexation boundary includes:

- 42 • APN 503-54-004A

43
44 **Neighborhood Outreach**

45
46 The applicant held a neighborhood outreach meeting on May 17, 2021 that was properly advertised
47 per the requirements of the LDO. The meeting took place in-person and was available virtually via
48 Go-To-Meetings. During this meeting, residents from the vicinity expressed their concerns with this
49 project. The main concern was regarding a possible increase in traffic. Some of the residents
50 expressed their desire to keep these properties zoned for 1-acre lots to have minimal traffic increase
51 in this area. Residents also asked the applicant to explain the drainage plan for this development and
52 to ensure that development of this site would not cause flooding onto their properties. Another
53 resident expressed support for the project. There were other comments regarding buffer areas and
54 setbacks. See the attached Citizen Participation Report for a detailed summary of the meeting.

55
56 **Arizona Revised Statute Description:**

57
58 Arizona Revised Statutes require that the annexation process commence with the recording of a
59 blank annexation petition with attached exhibits setting forth the legal description for and a map
60 depicting the property to be annexed. The blank petition relating to the subject property was
61 recorded with the Maricopa County Recorder's Office on July 1, 2021 (see attached). Arizona
62 Revised Statutes also require that no signatures be obtained during a 30-day waiting period
63 immediately following the filing of the blank petition, and that a public hearing must be held
64 during the last 10 days of the 30-day waiting period. To meet this requirement, a City Council
65 hearing needed to be held between July 21, 2021 and July 31, 2021. This requirement was not
66 met; therefore, a new blank petition was recorded on August 17, 2021 to restart the annexation
67 process.

68
69 Once the public hearing is held and the 30-day waiting period has ended, signatures may be
70 collected. State statute further requires that an excess of 50% of the land owners and assessed
71 valuation for all real and personal property, sign the petition in order to validate the petition.
72 State statute also allows up to one year following the end of the 30-day period to obtain the
73 required number of signatures.

Summary:

The proposed annexation includes one parcel, 19.896 acres, and requires signatures from representatives of one (1) owner after the Arizona Revised Statute's required 30-day waiting period that concludes 30 days after the recordation of the blank petition. Upon receiving those signatures, Windstone Ranch North will be eligible for annexation by the City of Surprise. The signed petition must be presented and considered by City Council within one (1) year.

The parcel to be annexed complies with all requirements for size, shape, and contiguity set forth in the Arizona annexation statutes.

Attachments:

- 01 Vicinity Map
- 02 Resolution #2021-83
- 03 Citizen Participation Report



FS21-209 VICINITY MAP

Recording requested by:

AnnexPetWindstoneN-10-1-1--
Hoyp

City of Surprise
City Clerk's Office
16000 N Civic Center Plaza
Surprise, Arizona 85374

**ANNEXATION PETITION
AND EXHIBITS**

**AFFIDAVIT REGARDING ANNEXATION
AND RESOLUTION 2021-83**

RESOLUTION # 2021-83

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DIRECTING THE RECORDING OF A BLANK PETITION FOR ANNEXATION PURSUANT TO A.R.S. § 9-471, PERTAINING TO A CERTAIN PROPERTY THAT ADJOINS AND IS CONTIGUOUS TO THE CITY OF SURPRISE CONSISTING OF APPROXIMATELY 19.896 ACRES LOCATED ONE-HALF MILE NORTH OF HAPPY VALLEY ROAD AND ON THE WEST SIDE OF 151ST AVE, MARICOPA COUNTY, ARIZONA

WHEREAS, it has been proposed that the City of Surprise annex certain property within the South half of the Northeast quarter of the Southwest quarter of Section 5, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described in the attached ***Exhibit A***;

WHEREAS, the area to be annexed adjoins the exterior boundary of the City of Surprise for at least 300 feet and is otherwise contiguous to the City, as required by A.R.S. § 9-471(H); and

WHEREAS, A.R.S. § 9-471(A)(1) requires that the City file, in the office of the Maricopa County, Arizona Recorder, a blank petition setting forth the legal description, attached hereto as ***Exhibit A***, and an accurate map of the exterior boundaries of the territory proposed to be annexed, attached hereto as ***Exhibit B***.

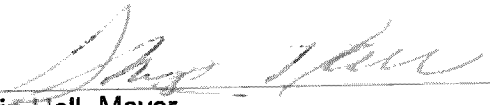
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The City Clerk shall record with the Office of the Maricopa County Recorder a blank annexation petition containing the legal description of the property, attached hereto as ***Exhibit A***, and an accurate map of the exterior boundaries of the territory proposed to be annexed, attached hereto as ***Exhibit B***. The City Clerk shall also record a sworn affidavit verifying that no part of the territory proposed to be annexed is already subject to an earlier filing for annexation.

Section 2. The City Clerk shall call a public hearing for the purpose of consideration of the proposed annexation, said hearing to be noticed for a date between 20-30 days after filing the blank annexation petition, in accordance with A.R.S. § 9-471 (A)(3).

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

APPROVED AND ADOPTED this 15th day of June, 2021.


Skip Hall, Mayor

Attest:


Sherry Aguilar, City Clerk

Approved as to form:

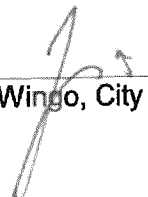

Robert Wingo, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

The South half of the Northeast quarter of the Southwest quarter of Section 5, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described by metes and bounds as follows:

Commencing at the West quarter corner of said Section 5, from whence the Southwest corner of Section 5 bears South 00° 08' 49" West a distance of 2639.35 feet;
 Thence South 89° 41' 02" East along the North line of the Southwest quarter of Section 5 a distance of 1309.67 feet to the Northwest corner of the Northeast quarter of Section 5;
 Thence South 00° 05' 23" West along the West line thereof a distance of 660.20 feet to the Northwest corner of the South half of the Northeast quarter of the Southwest quarter of Section 5 and the **POINT OF BEGINNING**;
 Thence South 89° 40' 04" East along the North line thereof a distance of 1310.32 feet to the Northeast corner of the South half of the Northeast quarter of the Southwest quarter of Section 5;
 Thence South 00° 02' 07" West along the East line thereof a distance of 660.57 feet to the Southeast corner of the Northeast quarter of the Southwest quarter of Section 5;
 Thence North 89° 39' 08" West along the South line thereof a distance of 1310.95 feet to the Southwest corner of the Northeast quarter of the Southwest quarter of Section 5;
 Thence North 00° 05' 23" East along the West line thereof a distance of 660.20 feet to the **POINT OF BEGINNING**.

Containing 19.8964 acres



Land Survey Services PLC
 20651 W. Pasadena Avenue
 Buckeye, AZ 85396-1255

Job No. 21007

EXHIBIT A
Parcel Map Check Report

Date: 1/25/2021 2:17:22 PM

Parcel Name: APN 503-54-004A

Description: S1/2, NE1/4, SW1/4 SEC 5, T4N, R1W

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 988,744.0331' East: 555,968.8663'

Segment# 1: Line

Course: S89°40'04"E Length: 1,310.32'

North: 988,736.4354' East: 557,279.1643'

Segment# 2: Line

Course: S0°02'07"W Length: 660.57'

North: 988,075.8656' East: 557,278.7576'

Segment# 3: Line

Course: N89°39'08"W Length: 1,310.95'

North: 988,083.8228' East: 555,967.8317'

Segment# 4: Line

Course: N0°05'23"E Length: 660.20'

North: 988,744.0220' East: 555,968.8656'

Perimeter: 3,942.04'

Area: 19.8694Acre

Error Closure: 0.0111

Course: S3°54'45"W

Error North : -0.01112

East: -0.00076

Precision 1: 355,138.74



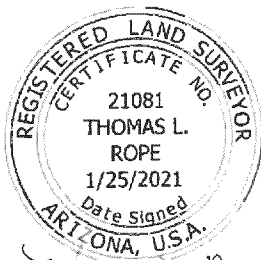
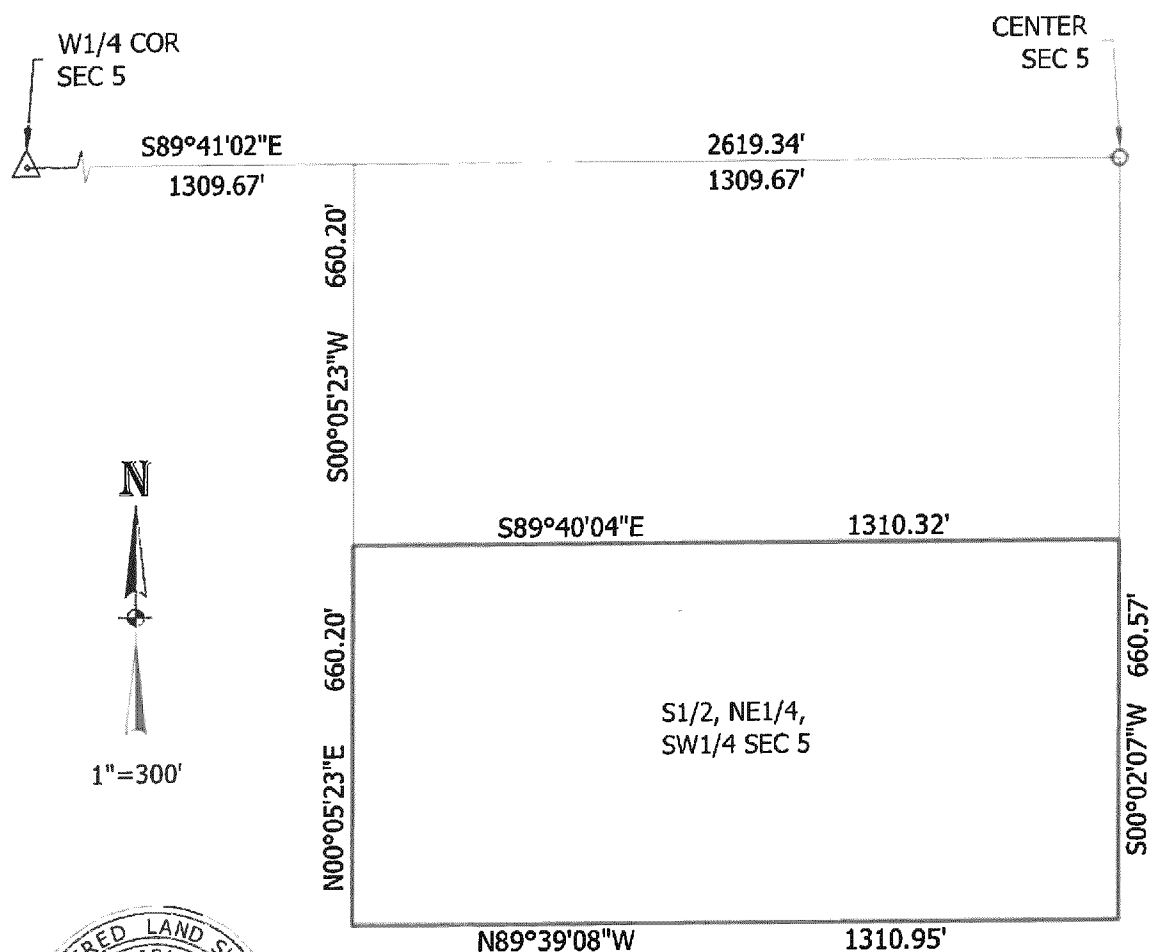
Land Survey Services PLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

Job No. 21007

EXHIBIT B

EXHIBIT

A PART OF THE SOUTHWEST QUARTER OF SECTION 5,
T4N, R1W, G.&S.R.B.M., MARICOPA COUNTY, ARIZONA



Job No. 21007

AFFIDAVIT REGARDING ANNEXATION

Personally appears before me, Chris Boyd, who, first being duly sworn, deposes and says as follows:

1. I make this affidavit of my own personal knowledge.
2. I am the duly appointed Community Development Director of the City of Surprise, Arizona and I am qualified to make this affidavit on behalf of and for the City.
3. I have made a diligent search of the records of the Office of the Clerk of the City of Surprise and of the Office of the Maricopa County Recorder for any annexation filing which might involve territory sought to be annexed in the City of Surprise Annexation Petition, which is filed herewith, with exhibits, in the Office of the Maricopa County Recorder.
4. I hereby affirm, pursuant to A.R.S. §9-471(A)(6), that no part of the territory associated with **Surprise Case #FS21-209** for which the attached Annexation Petition is filed is already subject to an earlier filing for annexation.

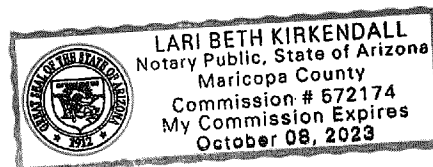
FURTHER AFFIANT SAYETH NOT.



(Chris Boyd, Surprise Community Development Director)

SWORN TO AND SUBSCRIBED before me
this 16 day of August, 2021.


Notary Public for the State of Arizona



My commission expires: 10/8/2023

EXHIBIT "A"**DESCRIPTION****ANNEXATION****WINDSTONE RANCH NORTH**

The South half of the Northeast Quarter of the Southwest Quarter of Section 5, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described by metes and bounds as follows:

COMMENCING at the West Quarter Corner of said Section 5, from whence the Southwest corner of said Section 5 bears South 00°08'49" West a distance of 2639.35 feet;

Thence South 89°41'02" East along the North line of the Southwest quarter of said Section 5 a distance of 1309.67 feet to the Northwest corner of the Northeast quarter of the Southwest quarter of said Section 5;

Thence South 00°05'23" West along the West line thereof a distance of 660.20 feet to the Northwest corner of the South half of the Northeast quarter of the Southwest quarter of said Section 5 and the POINT OF BEGINNING;

Thence South 89°40'04" East along the North line thereof a distance of 1310.32 feet to the Northeast corner of the South half of the Northeast quarter of the Southwest quarter of said Section 5;

Thence South 00°02'07" West along the East line thereof a distance of 660.57 feet to the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 5;

Thence North 89°39'08" West along the South line thereof a distance of 1310.95 feet to the Southwest corner of the Northeast quarter of the Southwest quarter of said Section 5;

Thence North 00°05'23" East along the West line thereof a distance of 660.20 feet to the POINT OF BEGINNING.

Containing 19.8964 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description

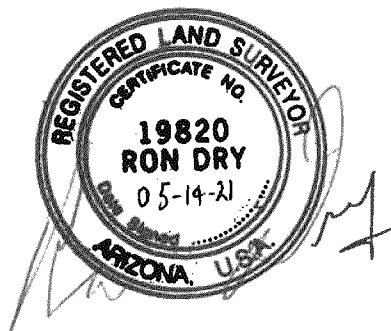
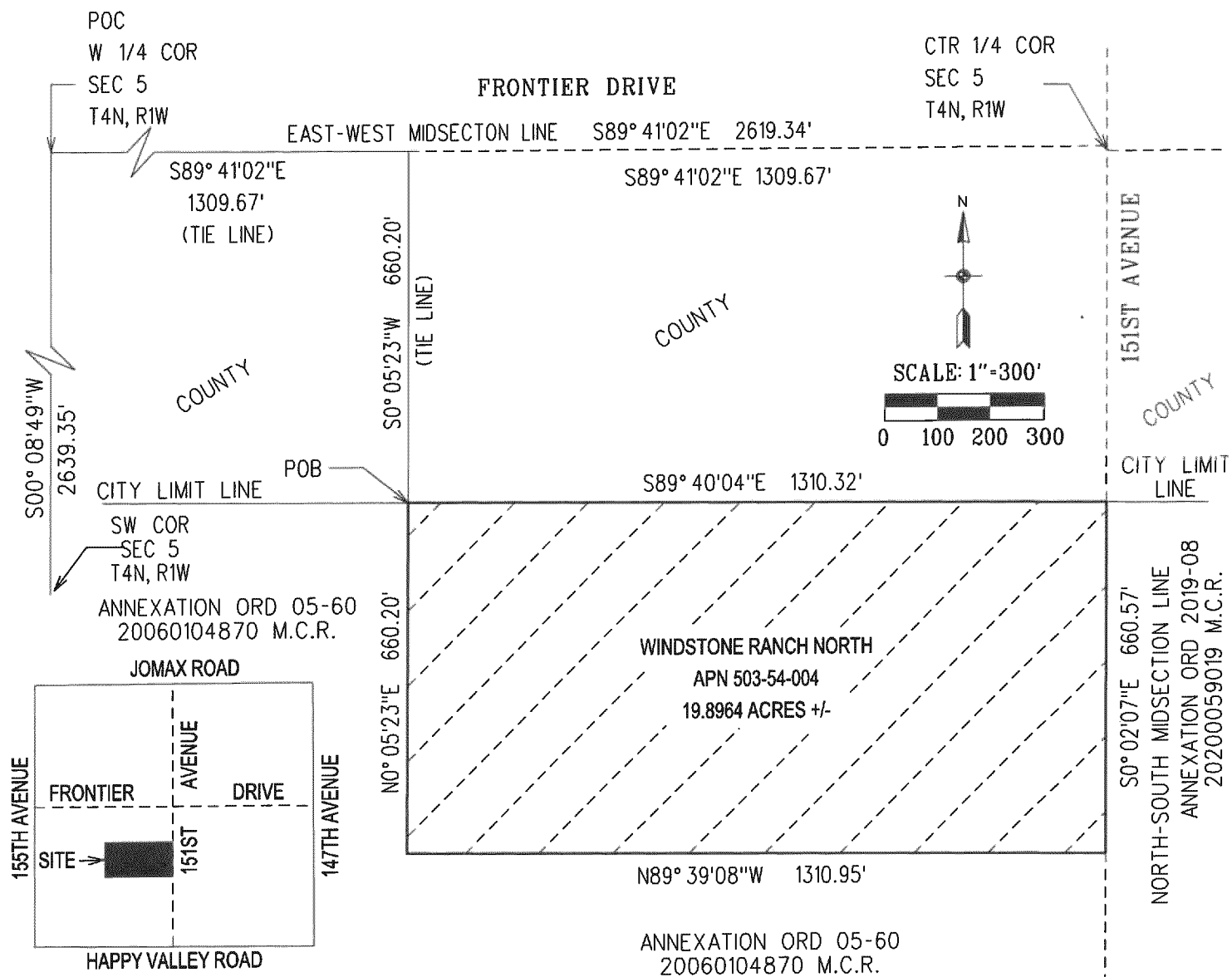


EXHIBIT "B"



LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- APN ASSESSORS PARCEL NUMBER
- ANNEXATION AREA



ANNEXATION
WINDSTONE RANCH NORTH



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 21016

DRAWN BY RCD

DATE 05-14-2021

SHEET 1 OF 1



Windstone Ranch North

Annexation and Zoning Case

Citizen Participation Plan

May 20, 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.

Windstone Ranch North Citizen Participation Plan & Report

The annexation area is 19.8964 gross acres of vacant land identified as Assessor Tax Parcel Number APN #'s 503-54-004A. The purpose of this annexation request is to have the City annex the parcel and then upon annexation, the City will adopt equivalent zoning per the Land Development Ordinances, Rural Residential (RR). The Applicant requests approval of a Zone Change for 19.8964 gross acres from Residential Ranch (RR) to Residential Medium Density (R-2) Lot Category B with a PUD Overlay.

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:
 - o 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.

- o 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.**
- o 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.**
- o 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.**
- o 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 29, 2021 to alert interested citizens and stakeholders of our upcoming combined virtual and in-person open house on May 17, 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 eight (8) in-person attendees and no one participated virtually. The sign-in sheets are attached at **Tab 2**. Councilman Roland Winters was present along with City staff, Lloyd Abrams and Joshua Mike. The discussion topics included:

- Confusion that some attendees were told the proposal was for multi-family uses
- Traffic and under-built roadways were the over-riding concern of the attendees
- Concerns with how drainage was handled in the area and as a part of this proposal
- Will there be a greenbelt/buffer to county parcels
- Connections into surrounding communities
- Discussion on the traffic study



- Discussion of overall development in the area

Specific Discussion:

Two (2) of the attendees live adjacent to the proposed project. Prior to the neighborhood meeting, another attendee told them the proposed land use was for multi-family apartments and they were very concerned about having that kind of project next to their home. The 2 attendees asked questions about Windstone Ranch North density which was explained to them that the proposed density is 3.1 DU/AC. They asked about the number of stories the homes would be within the project was explained to them the north lots are limited to one-story, and the balance of the lots can be one or two-story homes. They asked about the north setback distance from the homes, and it was explained to them that the setback is landscaped with a community trail and the setback would be 50 to 95 feet. The 2 attendees had questions on how the 2 points of drainage coming from the north and how it was being designed for the project which was explained to them that the drainage and wash would be designed in a natural state as much as possible with tree and plant landscaping, hydro seeding, and material installed in the locations where the drainage would erode the banks. They asked about utilities such as Cox and if it would be available to the County residents to the North. Applicant said he would talk to the Engineer to find out if extending COX is possible. Applicant has connected with its Engineer regarding extending COX into the County Homes and it may be a possibility. The Applicant will pursue the opportunity to extend COX utilities to the County Homes on the north side of the project near 151st Avenue during Final Plat Engineering. They asked if 151st Avenue was being extended north into the County jurisdiction and the Applicant explained to them at a previous rezone case of Saddlehorn Ranch, the residents at that time did not want a road connection to 151st Avenue. At the end of the meeting the 2 attendees were satisfied with the overall project and the Applicant provided them with his phone number for additional questions they may have.

Another attendee was in full support of the proposed project and thought it was planned great and liked the drainage landscape setback and one-story homes adjacent to the County Homes to the north.

Another attendee lives to the northeast of the project in the County and did not support the density increase and did not want the project built unless it was 1 house per acre. The attendee had major concerns about the increased traffic in the area.

Three other attendees live one (1) mile to the northwest of the project in the County and did not support the density increase and did not want the project built unless it was 1 house per acre. The attendees had major concerns about the increased traffic in the area.

The overall major concern from the four (4) opposing attendees is the density of the project and increased traffic in the area. The applicant explained to them that the proposed project met General Plan transition criteria with regards to the setback buffer, one-story homes on the north side of the project adjacent to County Homes and the multi-use community trail system on the north side of the



project for all the community. The applicant explained to them that the Owners of the land and for all their projects in the area are spending approximately six million dollars on road improvements to Happy Valley Road and 163rd Avenue including two traffic signals and drainage structures.

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. There were no virtual attendees with this open house.

There were no comment cards left behind at this open house. 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 annexation and 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



AFFIDAVIT OF POSTING

Application No: FS21-208 & FS21-209

Applicant Name:

Location: South of Frontier East of 153rd Avenue

Date Site Posted: April 29th, 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
Applicant/Representative Signature

4-29-2021
Date

This instrument was acknowledged before me on this 29th day of April, 2021, and by Maria Hitt. I witness whereof I hereunto

set my hand and official seal.

Marybeth Conrad
Notary Public

10.28.2024
My commission expires



Tab 2

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 5/17/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
Kharen Cote			
J.E. GRAIS			
Dan & Sheila Goodbolen			

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 5/17/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
DANA WRIGHT			

Date : 5/17/2021 Time: 6:00PM - 7:00PM

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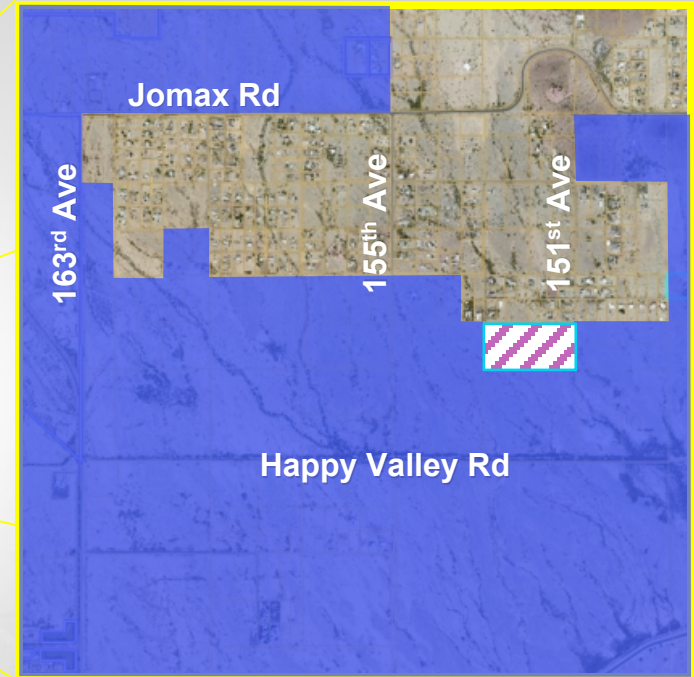
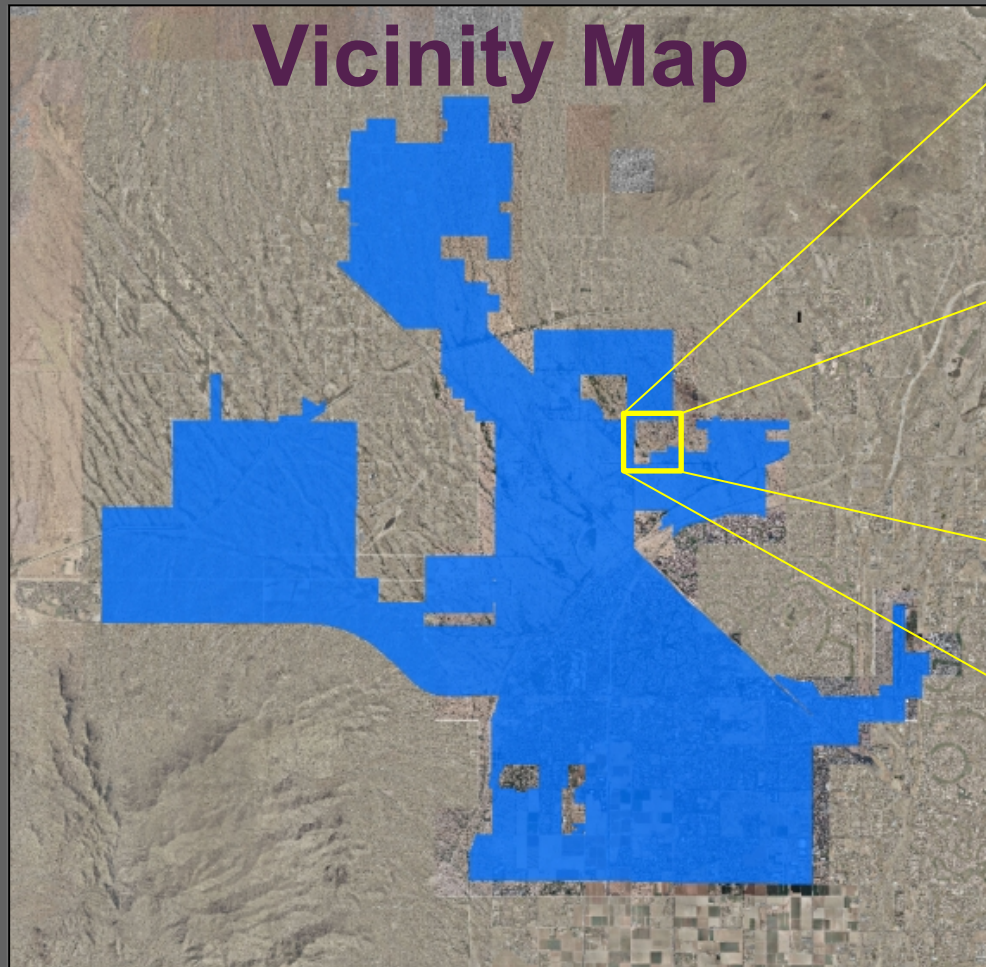


Annexation – Discuss Blank Petition

FS21-209 – Windstone Ranch North

City Council
September 7, 2021

Vicinity Map



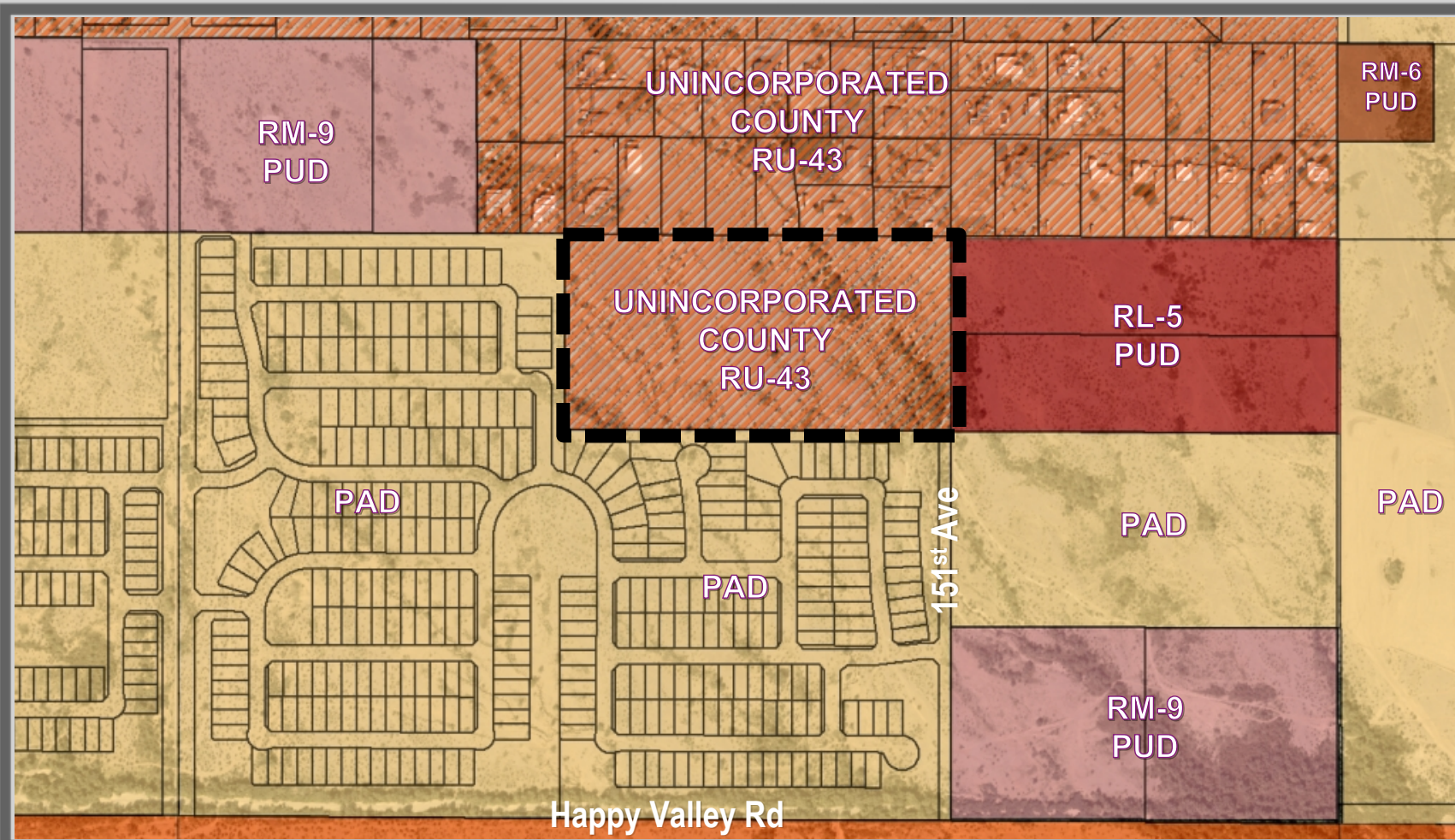
Proposed Annexation Location



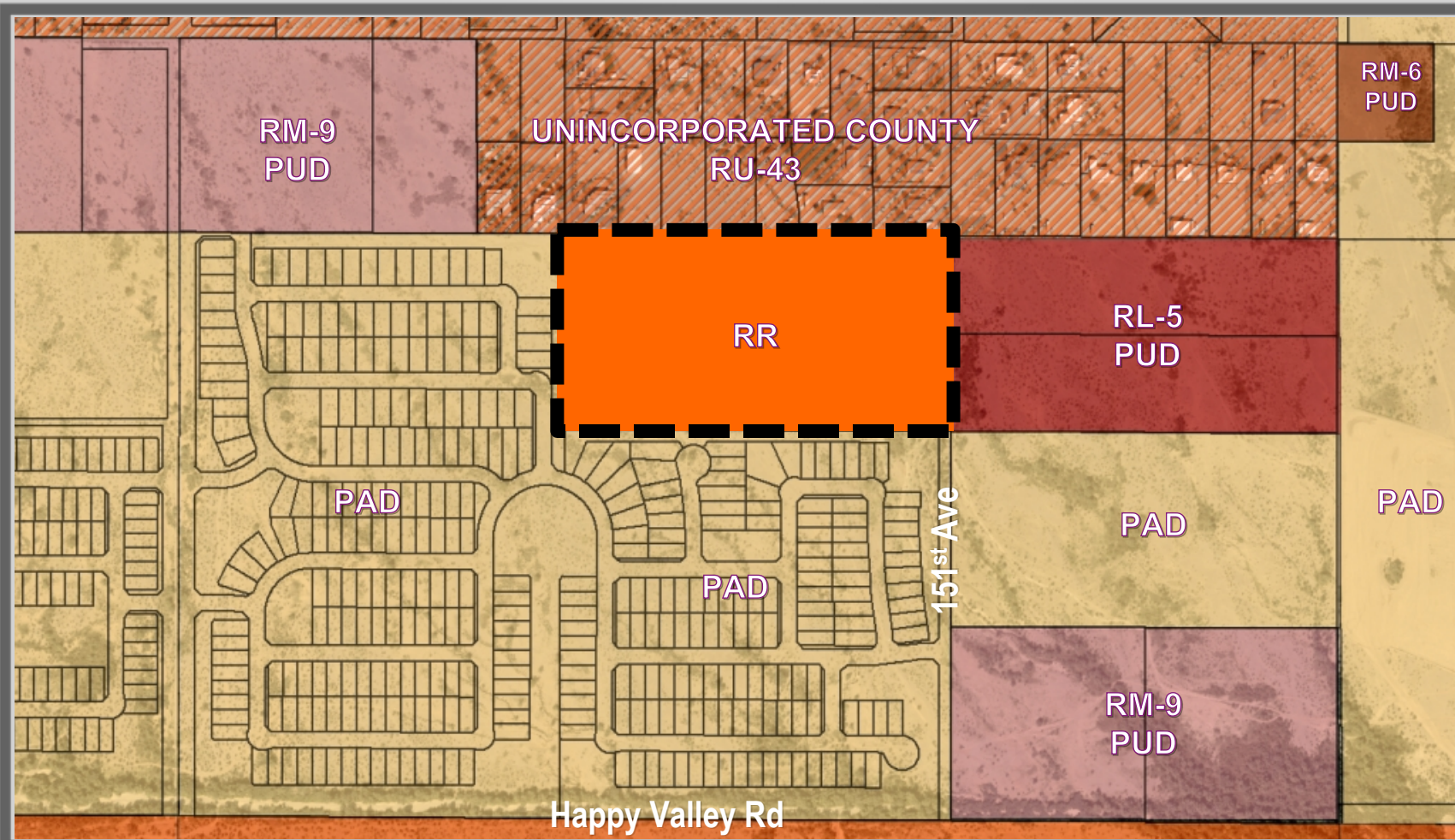
Existing Surprise Incorporated Limits



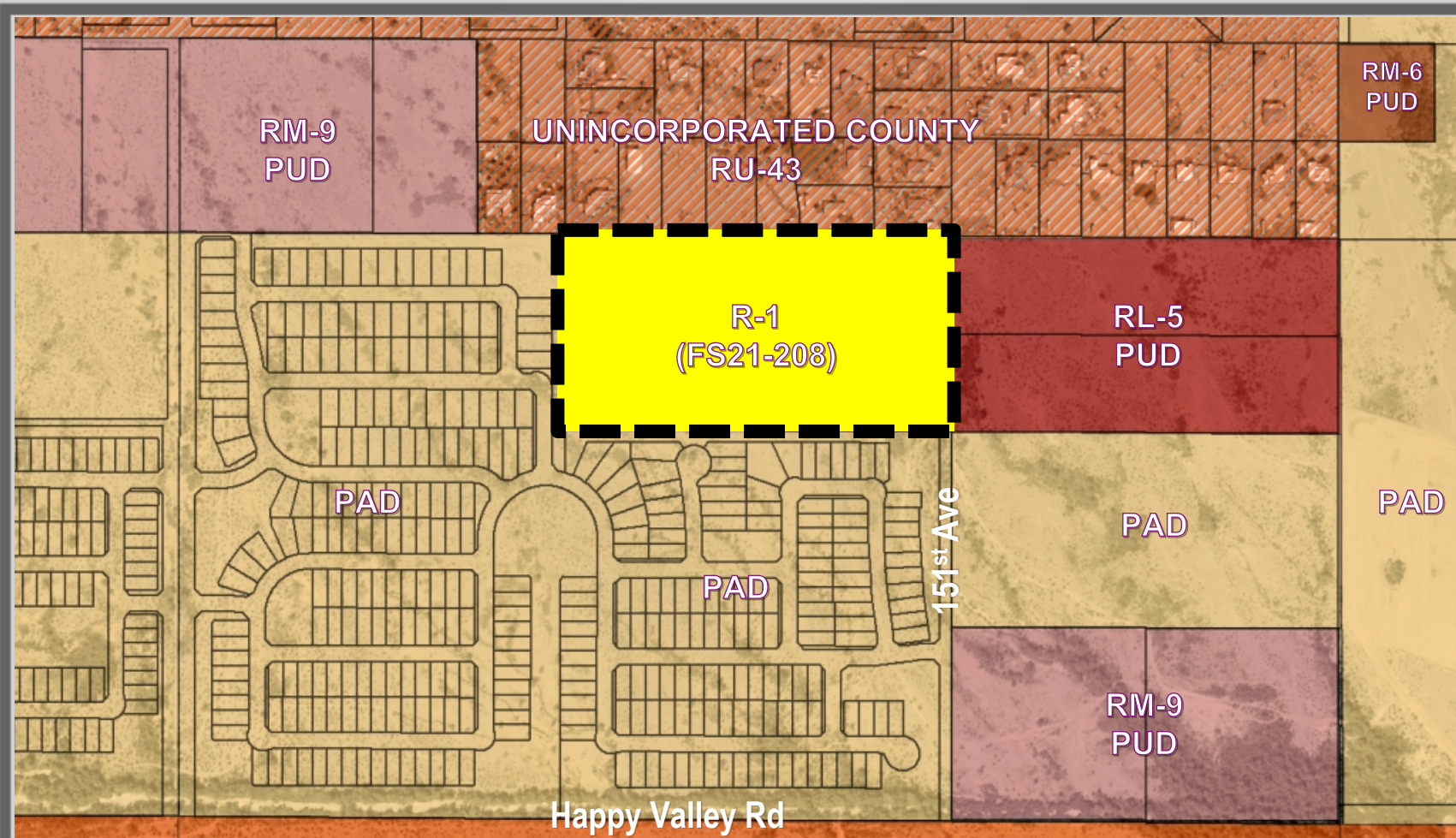
FS21-209 – Windstone Ranch (19.896 acres)



FS21-209 EXISTING ZONING



POST ANNEXATION ZONING



PROPOSED ZONING (FS21-208)



CONCEPTUAL DEVELOPMENT PLAN

Concurrent Cases

FS21-208 – Windstone Ranch North

- Rezoning: from RR to R-1 (max 3.12 DU/Ac)
- Neighborhood Outreach: May 17, 2021
 - General questions: impact on traffic/access, drainage, buffer to county parcels
- Planning and Zoning Public Hearing: July 15, 2021
 - Recommended approval to City Council



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 7, 2021

Contact Person: Jeanine Jerkovic, DIRECTOR -
ECON DEV

Submitting Department: Economic Development

District: Citywide

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2022 annual agreement between the City of Surprise and the Greater Phoenix Economic Council (GPEC) for participation and support of regional economic development programs in the amount of \$69,286.

Motion:

I move to approve the fiscal year 2021 agreement with the Greater Phoenix Economic Council in an amount not to exceed \$69,286.

Background:

Over the history of our membership, GPEC has assisted Surprise with the location of several local employers such as Central Garden and Pet and Seattle Tacoma Box Company most recently – previous locates have included Janus International, RioGlass Solar, Brentwood Industries, Gestamp Solar Steel, Campcorp Structures, Cobalt Rehabilitation Hospital, and IRIS USA.

Over the last five years, GPEC has directly assisted the City of Surprise with the creation of 108 direct jobs and \$24.3 million in investment in the community, 2,082 jobs in the Surprise region for residents, creating a 27-to-1 return-on-investment (ROI). The GPEC ROI assumes that on a 5 year average, the economic impact of our annual contract produces 27 times what we pay for the contract on the basis of the newly generated taxes and revenues created by jobs and capital investment of projects introduced in and around our community.

Objective Analysis:

The amount of the FY 2022 proposed contract is based on \$.4897 per capita, using the July 1, 2020 population estimates from the Arizona Office of Economic Opportunity, estimating the City's population as 141,486.

Policy Compliant:

This action item is consistent with City Council policy and the City Council Strategic Plan adopted in 2019.

Financial Impact:

The City agrees to pay \$69,286 for services to be provided by GPEC pursuant to the Agreement

during the fiscal year ending on June 30, 2022. This amount is based on approximately \$.4897 per capita, based upon the July 1, 2020 population estimates from the Arizona Office of Opportunity, listing the City's population as 141,486.

Budget Impact:

The FY2022 Adopted Budget includes an appropriation for the full amount of the GPEC contract within the Economic Development Department's General Fund budget.

FTE Impact:

No FTE impact.

ATTACHMENTS:

1. 1. July 2020 population estimate
 2. Exhibit A Action Plan FY22
 3. Exhibit B FY22 Metrics
 4. Exhibit C Target Industries
 5. Exhibit D FY22 Reporting draft
 6. Exhibit E FY21 City default
 7. Exhibit F FY21 Regional Cooperation Protocol Policy
 8. Surprise FY22 draft
 9. Surprise
 10. 000-GPEC FY 2022 presentation for Surprise City Council
-

**JULY 1, 2020 PROVISIONAL POPULATION ESTIMATES
FOR ARIZONA'S COUNTIES, INCORPORATED PLACES AND UNINCORPORATED BALANCE OF COUNTIES**

ESTIMATE		ESTIMATE		ESTIMATE	
APACHE COUNTY	72,644	MARICOPA COUNTY	4,439,220	PIMA COUNTY	1,052,375
Eagar	4,994	Apache Junction *	328	Marana *	51,300
Saint Johns	3,536	Avondale	85,108	Oro Valley	46,273
Springerville	2,005	Buckeye	87,480	Sahuarita	32,181
Unincorporated	62,109	Carefree	3,794	South Tucson	5,701
		Cave Creek	5,940	Tucson	549,016
COCHISE COUNTY	131,694	Chandler	272,011	Unincorporated	367,904
Benson	5,081	El Mirage	34,857		
Bisbee	5,318	Fountain Hills	24,812	PINAL COUNTY	467,932
Douglas	16,957	Gila Bend	2,025	Apache Junction *	41,782
Huachuca City	1,797	Gilbert	263,461	Casa Grande	58,880
Sierra Vista	45,107	Glendale	244,733	Coolidge	13,212
Tombstone	1,348	Goodyear	92,865	Eloy	17,002
Willcox	3,652	Guadalupe	6,400	Florence	27,220
Unincorporated	52,434	Litchfield Park	6,942	Hayden *	0
		Mesa	504,410	Kearny	2,131
COCONINO COUNTY	145,326	Paradise Valley	14,258	Mammoth	1,559
Flagstaff	75,219	Peoria *	184,469	Marana *	0
Fredonia	1,285	Phoenix	1,634,061	Maricopa	57,765
Page	7,549	Queen Creek *	50,224	Queen Creek *	11,503
Sedona *	2,825	Scottsdale	250,903	Superior	3,093
Tusayan	578	Surprise	141,486	Winkelman *	0
Williams	3,378	Tempe	192,008	Unincorporated	233,785
Unincorporated	54,492	Tolleson	7,227		
		Wickenburg *	7,039	SANTA CRUZ COUNTY	53,731
GILA COUNTY	55,293	Youngtown	6,615	Nogales	23,031
Globe	7,526	Unincorporated	315,764	Patagonia	1,012
Hayden *	645			Unincorporated	29,688
Miami	1,809	MOHAVE COUNTY	219,583		
Payson	16,238	Bullhead City	41,573	YAVAPAI COUNTY	236,426
Star Valley	2,368	Colorado City	4,926	Camp Verde	11,075
Winkelman *	355	Kingman	31,930	Chino Valley	12,241
Unincorporated	26,352	Lake Havasu City	57,464	Clarkdale	4,569
		Unincorporated	83,690	Cottonwood	12,696
GRAHAM COUNTY	38,666			Dewey-Humboldt	4,203
Pima	2,551	NAVAJO COUNTY	113,276	Jerome	449
Safford	9,887	Holbrook	5,210	Peoria *	0
Thatcher	5,295	Pinetop-Lakeside	4,558	Prescott	43,772
Unincorporated	20,933	Show Low	11,863	Prescott Valley	47,479
		Snowflake	6,228	Sedona *	7,475
GREENLEE COUNTY	10,558	Taylor	4,456	Wickenburg *	941
Clifton	4,559	Winslow	9,772	Unincorporated	91,526
Duncan	788	Unincorporated	71,189		
Unincorporated	5,211			YUMA COUNTY	235,321
LA PAZ COUNTY	22,542			San Luis	39,705
Parker	3,430			Somerton	18,039
Quartzsite	4,015			Wellton	3,354
Unincorporated	15,097			Yuma	108,010
				Unincorporated	66,213
				ARIZONA	7,294,587

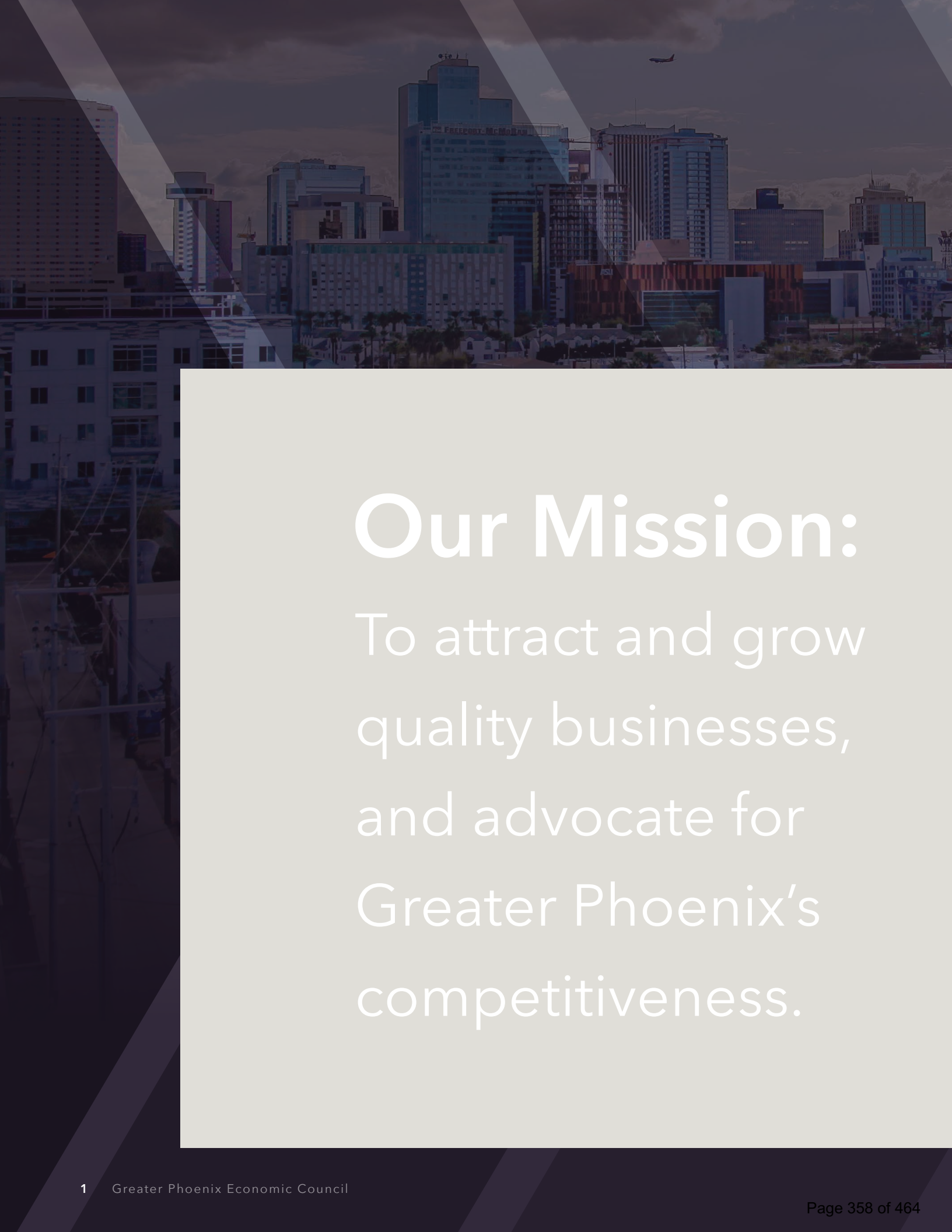
***POPULATION FOR PLACES IN TWO COUNTIES**

Apache Junction	Pinal & Maricopa	42,110
Hayden	Gila & Pinal	645
Marana	Pima & Pinal	51,300
Peoria	Maricopa & Yavapai	184,469
Queen Creek	Pinal & Maricopa	61,727
Sedona	Coconino & Yavapai	10,300
Wickenburg	Maricopa & Yavapai	7,980
Winkelman	Gila & Pinal	355

Greater Phoenix Economic Council

Action Plan

Fiscal Year 2022



Our Mission:

To attract and grow
quality businesses,
and advocate for
Greater Phoenix's
competitiveness.



“Through it all, our prospect pipeline has rebounded from the economic downturn and is more robust than ever.”

- Chris Camacho

*President & CEO
Greater Phoenix Economic Council*



A letter from Chris Camacho

President & CEO, Greater Phoenix Economic Council

Over the past year, our organization, our community and the world has been through one of the greatest ordeals it has ever faced with the COVID-19 pandemic. Yet GPEC rose to the challenge and was named the top economic development organization in the U.S. by the International Economic Development Council. We developed resources and programs to support small businesses as they navigated new federal programs. We supported our partners in

diversity and equity initiatives. We focused on educating our region on issues important to the community through our Regional Reports. Through it all, our prospect pipeline has rebounded from the economic downturn and is more robust than ever.

The organization is committed to continuing that momentum going forward in the final year of our three-year Strategic Plan. We will amplify our brand regionally, nationally and globally. We will build on

our data science capabilities to create new and innovative ways to attract businesses and convey our message to our stakeholders. And we will develop strategies and policies to build a resilient economy.

Through these efforts GPEC impacts the community one business, one job, one life at a time because we are Greater Phoenix, Greater Together.



Photos Courtesy: @earlybirdphx, @equalityarizona, Mayo Clinic Arizona, @phxskyharbor

Strategic Plan Goals

GPEC's FY20-22 Strategic Plan establishes a framework where GPEC will drive the transformation of Greater Phoenix into the place where all businesses and residents can create their own success through programs that target equity, innovation and quality jobs. This will be accomplished through two overarching goals that drive the organization forward:

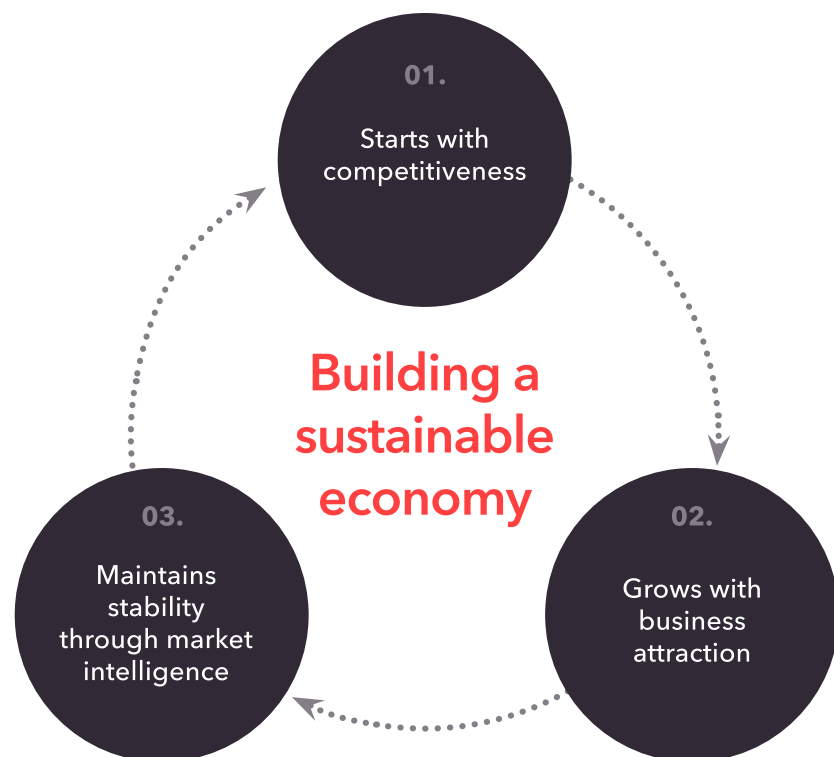
Goal #1

Redefine regional economic resilience and competitiveness to meet 21st century challenges and opportunities

Goal #2

Demonstrate what it means to be a best-in-class economic development organization

FY22 is the final year of GPEC's current strategic plan. The tactics and milestones outlined in the FY22 Action Plan build on the activities of the previous two fiscal years to propel the organization towards the completion of these goals.



Tactics & Milestones

Elevate our organizational and regional brand locally, nationally and globally



Greater Phoenix is rapidly gaining recognition as a top tier market to do business, in part due to the elevation of the region's brand. In FY21 GPEC was named the #1 economic development organization in the U.S. In FY22 GPEC will build on this success to strengthen the region's position by using data-driven messaging to effectively tell our story both locally and globally. The organization will increase recognition of our brand by developing strategies for brand maintenance and improving our website presence. And we will enhance communication with our stakeholders through analytics and marketing automation tactics.

Tactics:

- Communicate the Greater Phoenix value proposition regionally, nationally and globally.
- Continue to build on the recent refresh to increase the perception of the GPEC brand.
- Improve GPEC's website presence.
- Enhance ongoing communication with GPEC stakeholders through marketing automation to cultivate leads.

Milestones:

- Develop processes and a cadence to identify significant data releases that GPEC can use to tell the regional story and strengthen its position.
- Construct strategies and methods to support brand maintenance.
- Build on the current website to ensure greater accessibility and usability by GPEC's target audiences.
- Increase the use of analytics into marketing automation campaigns.

Strategic Plan Objectives:

- ✓ Elevate the brand identity using new forms of media to deepen our reach into targeted markets
- ✓ Create an enhanced and efficient stakeholder engagement model

Attract and grow quality businesses through established programs and new models



As we come out of a year of economic uncertainty, Greater Phoenix is well positioned to attract new projects to the region going forward. GPEC will generate prospects and locates by focusing on a combination of core and emerging business attraction strategies, conducting outreach to key brokers and multipliers while also executing direct company targeting campaigns. The organization will also leverage TSMC and Intel's recent investments in Greater Phoenix to aggressively target the microelectronics industry.

Tactics:

- Conduct outreach to key brokers and site selectors.
- Nurture contacts cultivated in the California omnichannel campaign launched in FY21 to directly generate prospects and leads.
- Implement the region's Foreign Direct Investment (FDI) Plan.
- Engage with local venture capital and investment firms to demonstrate the value of GPEC services.
- Develop touch points with prospects and leads in the microelectronics and applications ecosystems.

Milestones:

- Develop and maintain relationships with referral sources through in person and virtual engagement.
- Increase leads and prospects from California.
- Execute the priority strategies in the FDI Plan.
- Build relationships with the investment community to increase connectivity to capital in the market.
- Increase jobs and prospects within the microelectronics and applications ecosystem.

Strategic Plan Objectives:

- ✓ Expand tools and processes to create new top-line metrics that increase outcome-driven collaboration and coordination
- ✓ Utilize market and industry intelligence to drive economic diversification and resilience

Drive the region forward through enhanced research and data analytics capabilities



Quality data is the basis for informed business decisions. Over the past two fiscal years, GPEC has architected a data science strategy to enhance the organization’s analytic capabilities. In FY22, the organization will continue to build on these efforts by honing our tools and data visualizations to increase regional knowledge with our stakeholders and prospects. The organization will also evaluate the region’s targeted industries to position the region for future growth and highlight our value proposition.

Tactics:

- Demonstrate Greater Phoenix’s value proposition in targeted industries.
- Analyze Greater Phoenix’s current target industries and examine trends in emerging sectors to position the region for future growth.
- Optimize the organization’s tools, databases and resources.
- Expand data visualization infrastructure to provide better industry knowledge to our leads and prospects.

Milestones:

- Evaluate existing use cases to ensure the right industries are being targeted and create dynamic use cases to better demonstrate Greater Phoenix’s value proposition.
- Conduct a study to identify targeted industries to align with the development of the organization’s next strategic plan.
- Create market intelligence and insight reports highlighting current and future industry trends.
- Develop new tools that highlight the region’s value, including business intelligence tools that engage GPEC’s network.
- Increase access to GPEC’s central data repository for investors and communities to increase regional knowledge.

Strategic Plan Objectives:

☒ Promote initiatives that reinforce the region as a place to test, launch and advance innovation	☒ Utilize market and industry intelligence to drive economic diversification and resilience	☒ Deepen internal expertise and upgrade research and analytic capacity
---	---	--

Promote stakeholder engagement through meaningful content



GPEC cannot be successful without our investors and member communities whose unparalleled commitment to the region supports the organization. To increase stakeholder engagement and foster meaningful connections, we will continue with our dynamic Ambassador programming and cultivate strong relationships with our certified Ambassadors. The organization will raise the profile of the region through dynamic Regional Reports. Finally, GPEC will increase connections between our investors and locates by highlighting the region's assets to new companies in the market.

Tactics:

- Increase stakeholder engagement and foster meaningful connections.
- Raise the profile of the region and organization by developing nationally leading content.
- Cultivate strong relationships with certified Ambassadors.
- Better connect GPEC investors with locates and prospects.
- Continue to build on the organization's sound financial position.

Milestones:

- Create education forward Ambassador programming.
- Curate Regional Reports on dynamic topics related to current events.
- Develop pathways for engagement with certified Ambassadors by building on the cohort model.
- Develop collateral highlighting the region's educational, utility and other industry assets.
- Explore new resources for organizational funding and retain current funding.

Strategic Plan Objectives:

- | | |
|---|---|
| <ul style="list-style-type: none"> ✓ Increase and diversify GPEC's financial resources in alignment with regional priorities | <ul style="list-style-type: none"> ✓ Create an enhanced and efficient stakeholder engagement model |
|---|---|

Build a resilient economy through comprehensive planning that focuses on inclusion, diversity and equity



Building an equitable economy has never been more important. In FY22, the organization will focus on tracking indicators critical to equity and inclusion to ensure Greater Phoenix grows in a sustainable manner. GPEC will also take a deeper look at its competitor markets to understand emerging trends and support policy that ensures the region stays competitive. Finally, the organization will conduct its biennial mission to Washington, D.C. to educate the federal delegation on issues relevant to the region.

Tactics:

- Intentionally evaluate Greater Phoenix competitive position relative to other states through detailed research.
- Advocate for the region’s competitiveness.
- Focus on issues of equity, inclusion and resiliency to ensure Greater Phoenix grows in a sustainable manner.
- Modernize the innovation ecosystem at GPEC and in Greater Phoenix.
- Support the economic development strategies of local communities to build a more resilient region.
- Educate the federal delegation on issues important to Greater Phoenix.

Milestones:

- Synthesize the results of competitor market analyses to inform staff on emerging trends.
- Develop and support policy modernization programs that will ensure the region stays competitive.
- Educate on the issues of environmental sustainability related to industries of the future.
- Track indicators critical to equity and inclusion; convene and partner with local leadership to promote equity and inclusion.
- Partner with organizations to advance healthcare innovation and the creation of new innovation centers.
- Engage with GPEC communities regularly through the Community Partnership Program, market tours, and meetings with the Economic Development Directors Team to provide research and business development support.
- Conduct the biennial Washington, D.C. mission.

Strategic Plan Objectives:

- | | |
|--|---|
| <ul style="list-style-type: none">✓ Promote initiatives that reinforce the region as a place to test, launch and advance innovation✓ Develop regional resilience programs | <ul style="list-style-type: none">✓ Change the paradigm among community and civic leadership to one that prioritizes education, job access and intentional long-term investment into drivers of competitiveness |
|--|---|

Be a leader in economic development through relentless commitment to organizational culture and *The GPEC Way*



GPEC has been recognized for its leadership in the economic development profession, including being named the top organization in the U.S. by the International Economic Development Council. In order to maintain that position, the organization will recruit and retain staff that are well respected in the industry and increase knowledge between departments. Externally, GPEC will lead the profession by serving in national leadership roles that advance economic development.

Tactics:

- Increase knowledge management between departments.
- Support professional development opportunities for staff with a focus on leadership.
- Seek and maintain national leadership roles to support the advancement of modern economic policies.
- Assess best practices for the organization.
- Mitigate organizational risk through improved data management.

Milestones:

- Enhance and refine playbooks for each department.
- Recruit and retain staff with an established presence in Greater Phoenix and nationally.
- Continue to be involved in nationally leading organizations.
- Maintain its position as one of the nation's top EDOs.
- Continue to support technology improvements to enable staff to operate at the highest levels.

Strategic Plan Objectives:

- | | |
|---|--|
| <ul style="list-style-type: none"> ✓ Earn regional and national recognition as a leader in effective regional governance | <ul style="list-style-type: none"> ✓ Cultivate a world-class talent organization that exemplifies <i>The GPEC Way</i> |
|---|--|



FY22 Metrics

GPEC calculated the metrics for FY22 based on historical performance and recent trends in office and industrial prospect activity. Prospect metrics have returned to pre-pandemic levels.

FY22 Metrics

	Contract	Target	Stretch
Payroll (in Millions)	\$384.37	\$427.08	\$469.78
Jobs	7,176	7,973	8,770
- High Wage Jobs	4,232	4,702	5,172
Average High Wage Salary	\$61,226	\$68,029	\$74,832
Qualified Prospects	239	266	293
- Qualified International Prospects	38	42	46
GPEC Assists	10	12	14

Budget Overview

Income	Approved FY22	Approved FY21	YOY Var. \$	YOY Var. %
City/County Contract Revenue	\$2,793,743	\$2,753,988	\$39,755	1%
Pledge Revenue	\$3,147,120	\$2,662,875	\$484,245	18%
New Pledges	\$350,000	\$175,000	\$175,000	100%
In-Kind Contributions	\$140,500	\$126,750	\$13,750	11%
Special Events & Programs	\$181,400	\$181,400	\$0	-
Sponsorship Income	\$51,293	\$0	\$51,293	-
Grant Income	\$225,062	\$769,783	(\$544,721)	(71%)
Other Income	\$1,000	\$1,320	(\$320)	(24%)
Total Income	\$6,890,118	\$6,671,116	\$219,002	3%

Expenses	Approved FY22	Approved FY21	YOY Var. \$	YOY Var. %
Business Development	\$458,522	\$502,217	(\$43,695)	-9%
Marketing & Communications	\$480,510	\$625,157	(\$144,647)	-23%
Research & Analytics	\$243,324	\$234,646	\$8,678	4%
Engagement	\$157,868	\$158,023	(\$155)	0%
Strategy & Regional Initiatives	\$410,330	\$323,620	\$86,710	27%
Operations	\$467,279	\$427,773	\$39,506	9%
Personnel	\$4,212,671	\$3,657,356	\$555,315	15%
Facilities	\$530,133	\$681,090	(\$150,957)	-22%
Special Events & Programs	\$404,842	\$394,563	\$10,279	3%
Total Expenses	\$7,365,479	\$7,004,445	\$361,035	5%
Net Income/(Loss)	(\$475,361)	(\$333,329)	(\$142,033)	43%

GPEC Investors

As of May 2021

Chairman's Council



Corporate Council



Executive Council



Directors Council

- Acronis SCS
- Alliance Bank of Arizona
- American Airlines
- Arizona Coyotes
- Arizona Diamondbacks
- Arizona Republic / LOCALiQ
- Bank of America
- Banner Health
- BBVA
- Benchmark Electronics, Inc.
- Brookfield Residential
- CBRE
- Chicanos Por La Causa
- Clayco
- Cousins Properties
- Creighton University
- Desert Financial Credit Union
- Dignity Health
- DMB Associates
- Empire Southwest
- Ernst & Young
- Goodmans Interior Structures
- Goodwill of Central Arizona
- Grand Canyon University
- Haydon Building Corp.
- Helios Education Foundation
- Hensel Phelps
- Honeywell
- HonorHealth
- Insight Enterprises
- Intel Corporation
- JE Dunn Construction
- Johnson Carlier
- Kitchell
- Knight-Swift Transportation
- Mayo Clinic
- M Culinary
- MidFirst Bank
- Mortenson
- MUFG
- Oaktree Capital Management
- On Q Financial
- Perkins Coie LLP
- Phoenix Suns
- Pivotal Group
- PNC Financial Services Group
- Quarles & Brady
- Rise48 Equity
- Sherman & Howard
- Squire Patton Boggs
- Valley Metro
- Versum Materials, Merck KGaA Company
- Weitz Company

Leadership Council

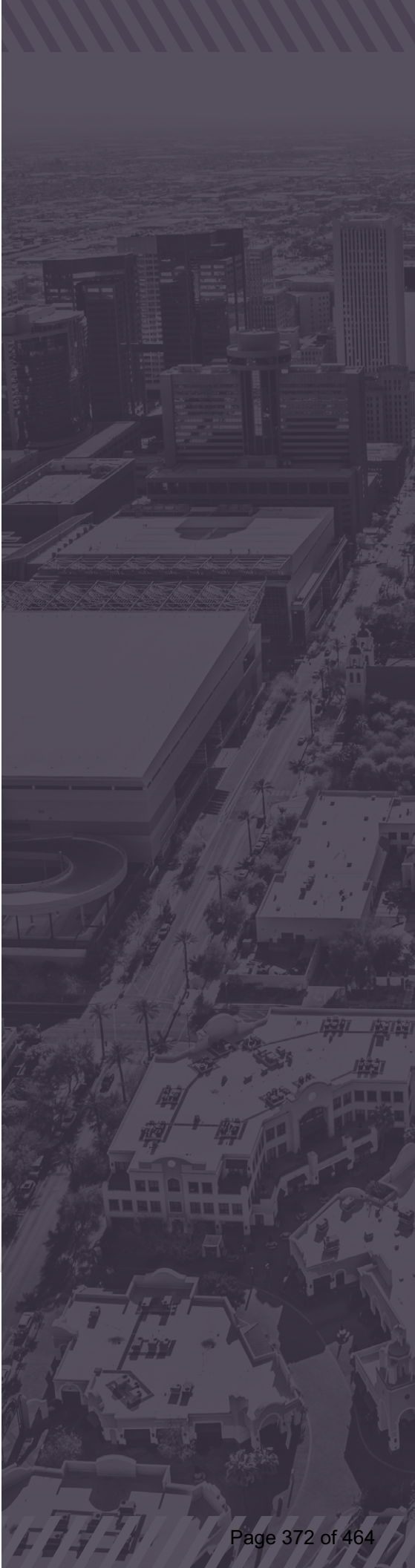
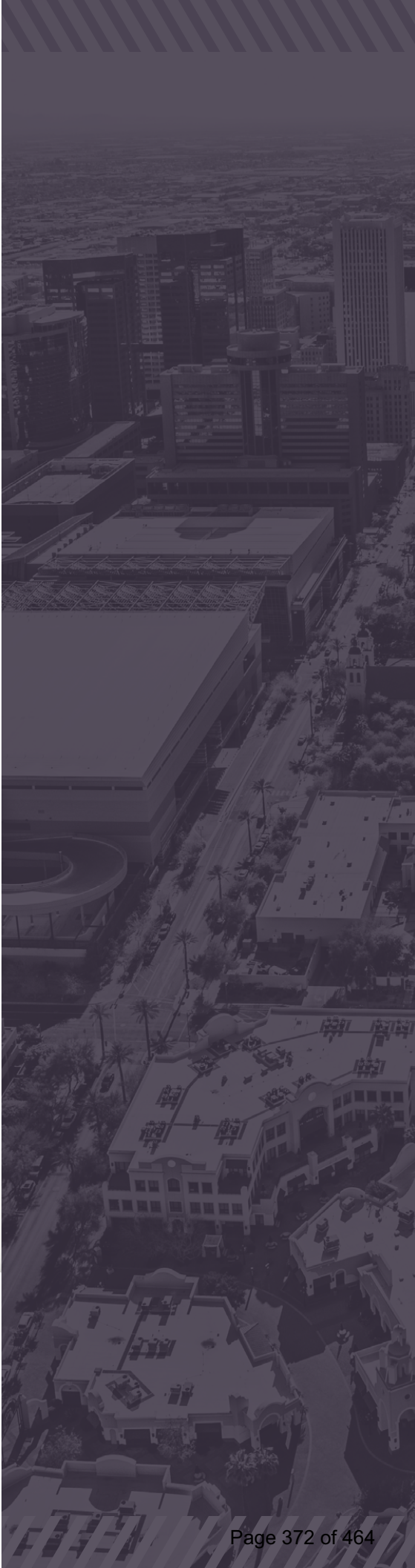
- Adolfson & Peterson Construction
- Aerotek
- Aetna
- Archicon L.C. Architecture
- Arizona Israel Technology Alliance
- Baker Development
- Bell Bank
- Blue Cross Blue Shield of Arizona
- Bridge Relocation Concierge
- Bryan Cave Leighton Paisner LLP
- BRYCON Construction
- Burns & McDonnell
- CapRock Partners
- Celgene Corporation
- Colliers International
- Commonwealth
- Cresa
- Crescent Crown Distributing
- Crown Realty & Development
- Cushman & Wakefield
- Davis Architecture
- Deloitte
- Deutsch Architecture Group
- Dircks Moving & Logistics
- DPR Construction
- El Dorado Holdings
- EmployBridge
- Equality Health
- Everest Holdings
- Expedient
- FirstBank
- Flinn Foundation
- Freeport McMoRan Inc.
- Graycor Construction
- hardison/downey construction
- Hensley
- Hines
- Holualoa Companies
- Immedia
- IntraEdge
- Irgens
- JLL
- Keyser
- Layton Construction
- Lee & Associates
- Lincoln Property Company
- Meritage Homes
- MST Solutions
- Nationwide Realty Investors
- Northern Trust
- Okland Construction
- OneAZ Credit Union
- Opus Development Company
- Page
- Phoenix Children's Hospital
- Preferred Lending Partners
- Reliance Management
- Renaissance Companies
- Rexco
- Savills-Studley
- Silicon Valley Bank
- Skanska USA Building
- SmithGroup
- Social Television Network (STN)
- Southwest Airlines
- Southwest Gas Corporation
- Spencer Fane LLP
- Sunbelt Holdings
- StrataTech Education Group
- Terracon
- The Plaza Companies
- Trammell Crow Company
- Transwestern Commercial Services
- Tratt Properties
- Tuft & Needle
- University of Arizona
- USAA
- Veregy
- ViaWest Group
- Wespac Construction
- Wexford Science + Technology
- Willmeng Construction
- Wist Office Products

Ambassador

- Acronis
- Air Products and Chemicals
- Arizona Community Foundation
- Arizona Strategies
- Atmosphere Commercial Interiors
- AvenueWest Arizona Corporate Housing
- Avnet Inc.
- BNSF Railway
- BOK Financial
- Caliber Companies
- Cancer Treatment Centers of America
- Carvana
- CoStar Group
- Cypress Office Properties
- DSV Inventory Solutions
- Duffy Group, Inc.
- Equity Land Group
- Gammage & Burnham
- Globe Corporation
- Horrocks Engineers
- Industrial Storage
- KTAR
- Lyft
- Mangat Group, Inc.
- Macerich
- Merit Partners
- Midwestern University
- MSS Technologies
- National Bank of Arizona
- Newmark Knight Frank
- Northrop Grumman
- Prologis
- RED Development
- Ryan Companies US Inc.
- Saint Holdings
- Stinson LLP
- Sunstate Equipment Company
- TerraCap Management
- Van Trust Real Estate LLC
- Western Governors University

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EXHIBIT B
GPEC PERFORMANCE MEASURES
FY 2022

Specific performance targets as established by the GPEC Executive Committee and Board of Directors:

1. Payroll Generated	\$384.37M
2. Total Number of Jobs Created	7,176
3. Total Number of High-Wage Jobs¹	4,232
4. Average High-Wage Salary	\$61,226
5. GPEC Assists²	10
6. Number of Qualified Prospects	239
7. Number of Qualified International Prospects	38

Footnotes:

1. High Wage Jobs: High wage jobs are those that are over 130% of the Phoenix MSA Median Wage (currently \$51,246).
2. GPEC Assists: Companies that located in the region, for which GPEC provided assistance, that do not qualify as a locate due to project size for example; and would otherwise be listed as “non-reported locates.”

EXHIBIT C

TARGETED INDUSTRIES

FY2022

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2022, GPEC will continue its emphasis on the following: Advanced Business Services; Aerospace & Defense; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; and Software

Member communities will target the following:

Apache Junction

Business services; standard and advanced manufacturing; regional and corporate centers; medical institutions and/or associated satellite operations; mining support facilities; resort/tourist-oriented development; expanded retail opportunities; and high-density residential

Avondale

Financial business services; manufacturing; amateur sports; tourism and hospitality; healthcare/medical services; emerging technology and innovation; and corporate regional headquarters

Buckeye

Advanced business services; renewable energy; high tech (data center and services); environmental technology/sustainability; standard and advanced manufacturing; medical and educational institutions; logistics/transportation/distribution; small business/incubator; aerospace/aviation; and ag-tech

Casa Grande

Advanced manufacturing; automotive technology; transportation/logistics; healthcare/medical services; aviation/aerospace; and hospitality/entertainment

Chandler

Advanced business services; corporate/regional headquarters; advanced manufacturing; software development; aerospace/aviation; automotive technology; and applied research

El Mirage

Business Services; standard and advanced manufacturing; transportation; warehousing/distribution; heavy industrial; food, fiber, and natural products; and aerospace aviation

Fountain Hills

Advanced business services (professional, technical, and scientific services including finance and insurance); healthcare, medical, bio-life sciences and wellness; medical and educational institutions; arts, entertainment and recreation; and retail

Gila Bend

Clean technology (manufacturing/central station generation/R&D); warehousing/transportation/distribution; military supply chain; tourism/hospitality; standard manufacturing; agriculture/agri-biotechnology; food, fiber and natural products; aerospace/aviation; and heavy industrial

Gilbert

Aerospace/aviation and defense; advanced business and professional services; finance and insurance; healthcare and education services; information communication technology; manufacturing; clean and renewable technology; and related corporate/regional headquarters

Glendale

Advanced business services; aerospace, aviation and defense; healthcare and bioscience; manufacturing; technology and innovation

Goodyear

Advanced business services; advanced manufacturing and logistics; aerospace, aviation and defense; corporate and regional headquarters; entrepreneurial/start-ups; technology; healthcare and biomedical (treatment, medical diagnostics, research & development); and higher education

Maricopa (City)

Professional and business services; healthcare services; small business and entrepreneurship; higher education and education technology; agribusiness/agrisciences; and visitor/hospitality commerce

Mesa

Standard and advanced manufacturing including medical device; automotive technology and aerospace/aviation/defense; advanced business services; cybersecurity; information technology; healthcare/life sciences; mission critical operations; tourism; regional and corporate centers; and research & development

Peoria

Advanced business services; high technology (data centers, R&D); life sciences and healthcare technologies; advanced medical services; advanced and standard manufacturing; clean technologies research and manufacturing; entertainment and tourism

Phoenix

BioSciences/healthcare; advanced business services; advanced manufacturing; data centers; sustainable enterprises; emerging industries; higher education; trade and FDI; Circular economy; Food System Entrepreneurship and Innovation

Queen Creek

Agritainment/Destination Tourism; Healthcare; I.T./Software; Business Services; and Advanced Manufacturing

Scottsdale

Bio-life sciences; advanced business services; technology and innovation (including ICT and entrepreneurship/emerging enterprises); higher education; hospitality/visitor trade and commerce

Surprise

Advanced business services; advanced manufacturing and rail-served industry; corporate/regional headquarters innovation/entrepreneurship/emerging technology; medical, healthcare and life science technologies, services; specialty services for global companies/FDI; tourism and hospitality

Tempe

Advanced business services (financial services); high tech/software (R&D, data center and services); high-tech/next generation electronics; aerospace R&D/aviation; bioscience (research, drug development, treatment, medical diagnostics); corporate/regional headquarters; sustainability (environmental);

advanced materials/plastics; software as a service; clean tech, renewable energy and manufacturing

Tolleson

E-Commerce/fulfillment centers; resort/tourist-oriented development; expanded retail opportunities; small manufacturers with some related retail and offices

Wickenburg

Standard manufacturing; transportation & distribution; rail services; mining support facilities; healthcare and medical (emphasis on behavioral healthcare); senior industries; tourism and filmmaking (location shooting); resort/tourist-oriented development; equestrian entertainment; and expanded retail operations

Youngtown

Youngtown is in the throes of developing a commerce park. The park will target second-stage small manufacturers with some related retail and offices.

EXHIBIT D

FY 2022

REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

BUSINESS ATTRACTION PERFORMANCE METRICS:

GPEC Progress Toward Goals

Targeted Opportunities	Annual Contract Goal	Actual YTD	Goal YTD	% of Goal YTD
PAYROLL GENERATED (MILLIONS)				
NUMBER OF JOBS				
NUMBER OF HIGH-WAGE JOBS				
AVERAGE HIGH WAGE SALARY				
QUALIFIED PROSPECTS				
QUALIFIED INTERNATIONAL PROSPECTS				
GPEC ASSISTS				

KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

GPEC continues to target high-wage industries (Advanced Business Services; Aerospace & Defense; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; and Software)

EXHIBIT E

INSURANCE REQUIREMENTS

The City's insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits required of GPEC are sufficient to protect GPEC from liabilities that might arise out of this Agreement for GPEC, its agents, representatives, employees or Contractors and GPEC is free to purchase such additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. GPEC shall provide coverage at least as broad as the categories set forth below with limits of liability in amounts acceptable to the City.

1. **Commercial General Liability** - Occurrence Form
(Form CG 0001, ed. 10/13 or any replacements thereof)

General Aggregate/ per Project
Products-Completed Operations Aggregate
Personal & Advertising Injury
Each Occurrence
Fire Damage (Any one fire)
Directors and Officers
Medical Expense (Any one person) Optional

2. **Automobile Liability** - Any Auto or Owned, Hired and Non-Owned Vehicles
(Form CA 0001, ed. 10/13 or any replacement thereof) Combined Single Limit
Per Accident for Bodily Injury and Property Damage

3. **Workers' Compensation and Employers' Liability**
Workers' Compensation Statutory
Employers' Liability

B. Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may request that the insurer reduce or eliminate such self-insured retentions with respect to City, its officers, officials, agents, employees and volunteers.

C. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability

a. The City, its officers, officials, agents, employees and volunteers are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of GPEC, including the City's general supervision of GPEC; products and completed operations of GPEC; and automobiles owned, leased, hired or borrowed by GPEC.

b. GPEC's insurance shall include broad form contractual liability coverage.

c. The City, its officers, officials, agents, employees and volunteers shall be additional insureds to the full limits of liability purchased by GPEC, even if those limits of liability are in excess of those required by this Agreement.

d. GPEC's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of GPEC's insurance and shall not contribute to it.

e. GPEC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Coverage provided by GPEC shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

g. The policies shall contain a waiver of subrogation against City, its officers, officials, agents, employees and volunteers for losses arising from work performed by GPEC for the City.

2. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, agents, employees and volunteers for any and all losses arising from work performed by the Contractor for the City.

D. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice has been sent to City at the address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.

E. Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-:VII. City in no way warrants that the above required minimum insurer rating is sufficient to protect GPEC from potential insurer insolvency.

F. Verification of Coverage. GPEC shall furnish City with Certificates of Insurance (ACORD form or equivalent approved by City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

All certificates of insurance required by this Agreement shall be sent directly to City at the address and in the manner provided in this Agreement for the giving of notice. City's Agreement/Agreement number, GPEC's name and description of the Agreement shall be provided on the Certificates of Insurance. City reserves the right to require complete certified copies of all insurance policies required by this Agreement, at any time.

G. Approval. During the term of this Agreement, no modification may be made to any of GPEC's insurance policies which will reduce the nature, scope or limits of coverage which were in effect and approved by the City prior to execution of this Agreement.

Regional Cooperation Protocol Policy

Greater Phoenix Economic Council and Economic Development Directors Team

The foundation of this policy is built on trust and the spirit of regional cooperation among the entities involved. GPEC and the Economic Development Directors of its member communities agree and acknowledge that it is important that they work together as partners on projects involving the communities which GPEC represents, regardless of the source of the lead, as follows:

1. Demonstrate a commitment to the positive promotion of the Greater Phoenix, specifically, GPEC member communities, as a globally competitive region.
2. Maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a regional locate. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, regional or local partners at the earliest possible time.
3. Unless otherwise restricted, agree to coordinate through GPEC for any prospect considering a project in Maricopa County or in any of the communities that GPEC represents, understanding that GPEC is in a unique position to represent and speak on regional economic development issues and on characteristics of the region's economy. Likewise, GPEC acknowledges that communities are in the best position to speak about local incentives and efforts surrounding the local economy.
4. For projects that originate with a GPEC member community, GPEC will be available for confidential research access, topical expertise or as a service provider, to add value to the community in securing the project. Additionally, GPEC will not e-track the project unless the community lead makes such a request to do so.
5. Provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPEC member communities, GPEC will make a good faith effort to inform those affected EDDT members first. EDDT members agree to provide information solely on their own community when the information requested is site-specific (i.e., cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPEC communities is requested, EDDT members agree to (i) direct GPEC prospects back to GPEC or (ii) direct non-GPEC generated prospects to contact the affected communities directly, and as a courtesy, contact the affected communities.
6. Agree that regardless of the lead source, public locate announcements shall be coordinated among the company, GPEC member community, and GPEC to reflect inclusiveness and cooperation of all partners (subject to any confidentiality requirements).
7. GPEC and EDDTs will advocate for a robust operating budget for the state economic development agency, and champion sound statewide economic development programs and policies.
8. Discourage the proactive offering of local, municipal financial incentives for existing jobs to companies with current operations in another GPEC community.
9. Inform GPEC member community when a company visits or physical site visit within that community will occur. Economic Development Directors will be the primary point of contact for the company when community information is needed.
10. Agree that the consideration of a future community to GPEC's membership will be brought before

EDDT for discussion in advance of any board consideration. EDDT will make a recommendation on the addition of a new community to GPEC's President and CEO.

11. Formalize a process to convene GPEC and Economic Development Directors of GPEC member communities biannually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and regional economic development.
12. Work collectively to maintain a high level of trust and integrity by and between GPEC and the Economic Development Directors of GPEC member communities, utilizing differing views as an opportunity to learn.
13. When conducting market intelligence initiative objective, GPEC staff will coordinate with EDDT to ensure coordination and communication.
14. When a Prospect Information Form (PIF) is issued by the state economic development agency GPEC will coordinate the region's response. All PIF submissions will be directed to GPEC's attention and GPEC will assemble the response and return to the state economic development agency.
15. It is understood GPEC will or may host annual executour(s) and/or other marketing familiarization tour(s) to promote the regional communities. GPEC will make every attempt to provide as much interaction time between the executour guests and EDDTs. It is understood EDDTs will inform GPEC of any upcoming executour(s) and/or other marketing familiarization tours scheduled by their office.
16. Partners agree to enter into a mediation process if there is evidence that this Protocol has not been observed in a material respect or a professional conflict arises that cannot be settled. This mediation process will be convened by the EDDT Chair, who may, at his/her discretion, consult or involve GPEC's President and CEO in addition to others with topical expertise central to the conflict.

AGREEMENT BETWEEN THE GREATER PHOENIX ECONOMIC COUNCIL AND THE CITY OF SURPRISE

The City Council of the CITY OF SURPRISE, an Arizona municipal corporation (the “City”), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL, an Arizona non-profit corporation (“GPEC”). The purpose of this agreement (“Agreement”) is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City, and the payments of the City to GPEC for the fiscal year July 1, 2021 - June 30, 2022 (“FY2022”).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and GPEC agree as follows:

I. RESPONSIBILITIES OF GPEC

- A. MISSION:** Attract and grow quality businesses and advocate for Greater Phoenix’s competitiveness.
- B. GOALS:** GPEC is guided by and strategically focused on two specific long-range goals:
 - 1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters.
 - 2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.
- C. RETENTION AND EXPANSION POLICY:**
 - 1. GPEC’s primary role is developing the Greater Phoenix region’s market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.
 - 2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.
 - 3. GPEC will support its member communities’ efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.
 - 4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.
- D. ACTION PLAN AND BUDGET:** In accordance with the Mission, Goals and Retention Policy set forth above and subject to the availability of adequate funding, GPEC will implement the Action Plan and Budget adopted by GPEC's Board of Directors, a copy of which has been delivered to the City, receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** (“GPEC Action Plan”). GPEC will inform the City of any changes in the adopted Action Plan which materially affect or alter the priorities

established therein. Such notification will be in writing and will be made prior to implementation of such changes. Notwithstanding the foregoing, the City acknowledges and agrees that GPEC may, after providing the City with reasonable notice, in GPEC's reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the Action Plan as required as a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control. GPEC will solicit the input of the City on the formulation of future marketing strategies and advertisements. The Action Plan will be revised to reflect any agreed upon changes to the Action Plan.

- E. PERFORMANCE TARGETS:** Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and will be used to evaluate and report progress on GPEC's implementation of the Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, GPEC may revise these performance targets with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC will provide a copy of its annual external audit for the preceding fiscal year to the City no later than December 31, 2021. Monthly Activity reports, substantially in the form of **Exhibit D** ("Reporting Mechanism for Contract Fulfillment") attached hereto, are to be submitted to the address listed under paragraph IV.P.

In the event GPEC fails to meet any benchmark, GPEC will meet with the EDDT within 30 calendar days to provide an explanation of the relevant factors and circumstances, and to present a plan for improving performance in order to achieve the target(s) within the term of this Agreement. Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the City of such event, or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement. Such an event of default allows the City to terminate this Agreement pursuant to paragraph IV.J below.

II. RESPONSIBILITIES OF THE CITY

- A. STAFF SUPPORT OF GPEC EFFORTS:** To the extent permitted by law and/or the City's internal policies, the City will provide staff support to GPEC's economic development efforts as follows:
1. The City will respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if, in the City's sole discretion, the City desires to compete. When available, the City agrees to provide its response in the format developed jointly by EDDT and GPEC;
 2. The City will provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City;
 3. The City will provide an official economic development representative to represent the City on the EDDT, which advises GPEC's President and CEO;

4. The City will cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared data systems, land and building data bases and private sector real estate industry interfaces;
5. The City will attempt in good faith to respond to special requests by GPEC for particularized information about the City within three business days after the receipt of such request;
6. In order to enable GPEC to be more sensitive to the City's requirements, the City will, at the City's sole option, deliver to GPEC copies of any City approved economic development strategies, work plan, programs and evaluation criteria. GPEC may not disclose the same to the other participants in GPEC, their representatives, or any other third parties without the express written permission of the City Manager;
7. The City will utilize good faith efforts to cause an economic development professional representing the City to attend all marketing events and other functions to which the City has committed itself;
8. The City agrees to work with GPEC to improve the City's competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the City in **Exhibit C** ("Targeted Industries");

B. RECOGNITION OF GPEC: The City agrees to recognize GPEC as the City's officially designated regional economic development organization for marketing the Greater Phoenix Region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE: Representative(s) of the City, at the City's own expense, are entitled to participate in GPEC's marketing events. GPEC will provide no funding or otherwise share in any way the expense with the City's expense related to participating in any GPEC marketing events. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to City economic development staff for business location prospects identified and qualified by the City and assist the City with presentations to the prospect in the City or their corporate location.

B. COMPENSATION:

1. The City agrees to pay **\$69,286** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2022. This amount is based on approximately \$.4897 per capita, based upon the 2020 Office of Economic Opportunity population estimate, listing the City's population as **141,486**. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City Council, be increased or decreased during the term of this Agreement consistent with any changes in the per capita payments by other municipalities which support GPEC.

2. Funding of this Agreement is subject to the annual appropriations of funds for this activity by the City Council pursuant to the required budget process of the City. The City cannot assure that the budget item for funding this Agreement will be approved in the future. In such event, the City may terminate this Agreement.
3. Nothing herein precludes the City from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder; and
4. GPEC will submit an invoice for payment due under this agreement pursuant to Paragraph III.B.1 on an annual basis within 30 days of City Council approval of Agreement.

C. COOPERATION:

1. The parties acknowledge that GPEC is a cooperative organization effort among GPEC and its member communities. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious manner, and to cooperate in furthering GPEC's goals for FY2022. The City and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.
2. The City agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY2023 contract.
3. The City agrees to work with GPEC during FY2022 to develop a revised public sector funding plan, including a regional allocation formula FY2023, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS:

- A. COVENANT AGAINST CONTINGENT FEES:** GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City has the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.
- B. PAYMENT DEDUCTION OFFSET PROVISION:** GPEC recognizes the provisions of the City Code of the City of Surprise which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation be offset against payment due to GPEC.
- C. ASSIGNMENT PROHIBITED:** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement is void and no effect.
- D. INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. The parties acknowledge that the services provided under this Agreement are being provided as an independent contract, not as an employee or agent of the City. City has no right to control GPEC beyond the results of GPEC's services contemplated pursuant to this

Agreement. GPEC has no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GPEC has no authority, express or implied, under to this Agreement to bind City to any obligation whatsoever.

- E. INDEMNIFICATION AND HOLD HARMLESS:** GPEC agrees to indemnify, defend, hold, protect and save harmless the City and any and all of its Council members, officers and employees for, from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, arising out of this Agreement for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC and with GPEC's knowledge and consent.

Any party entitled to indemnity must notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and must give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this Subsection E may be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified party.

- F. INSURANCE:** GPEC must procure and maintain for the duration of this Agreement, at GPEC'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 Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.

- G. GRATUITIES.** The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings may be reviewed by any competent court consistent with Subsection L. In the event of such termination, the City is entitled to pursue all legal and equitable remedies against GPEC available to the City. Activities by an officer or employee of the City while engaged in official business with GPEC, including travel shall not be deemed a gratuity.

- H. EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:

1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC will take affirmative action to ensure that applicants are

employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action will include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. GPEC will, in all solicitations or advertisements for employees placed by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.
3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions do not apply to Agreements or subcontracts for standard commercial supplies or new materials.
4. Upon request by the City, GPEC will provide City with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports will be accomplished upon forms furnished by the City or in such other format as the City may prescribe.

I. COMPLIANCE WITH FEDERAL AND STATE LAWS REQUIRED.

1. GPEC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.
2. GPEC warrants to the City that, to the extent applicable under A.R.S. §41-4401, GPEC is in compliance with all federal immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A). GPEC acknowledges that a breach of this warranty by GPEC under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. The City retains the legal right to inspect the papers of any employee of GPEC who works on this Agreement to ensure compliance with this warranty.
3. The City will not consider GPEC in material breach of the foregoing warranty if GPEC establishes that it has complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).
4. GPEC hereby certifies that it does not, and will not, participate in during the term of this contract, a boycott of Israel in accordance with Arizona Revised Statute §35-393.01. GPEC 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.

- J. TERMINATION.** This Agreement will expire on June 30, 2022 unless otherwise extended by the Parties. In addition to the termination provisions otherwise set forth in this Agreement, including Section III(B)(2) above, City has the right to terminate this Agreement if GPEC fails to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied is given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default will be deemed to have occurred or to exist if, and so long as, GPEC commences such action within that period and diligently and continuously prosecutes the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.
- K. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS.** GPEC's performance hereunder must materially comply with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.
- L. INSTITUTION OF LEGAL ACTIONS.** Any legal actions instituted pursuant to this Agreement must be filed in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona, in Phoenix, Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.
- M. APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, will be tried according to the laws of the State of Arizona, and GPEC agrees that the venue for any such action will be in the State of Arizona as set forth above.
- N. CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the parties, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.
- O. CITY REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by City personnel upon request.
- P. NOTICES.** Any notice, consent or other communication required or permitted under this Agreement must be in writing and is deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City: Michael Frazier
City Manager
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
(623) 222-3300
FAX: (623) 222-3301

And to: Surprise City Attorney's Office
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
(623) 222-1120
FAX: (623) 222-1101

If to GPEC: Chris Camacho
President and Chief Executive Officer
Greater Phoenix Economic Council
Two North Central Avenue, Suite 2500
Phoenix, Arizona 85004-4469
(602) 256-7700
FAX: (602) 256-7744

Any time period stated in a notice will be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this section.

- Q. TRANSACTIONAL CONFLICT OF INTEREST.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
- R. NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No councilmember, official or employee of the City will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to GPEC or successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the City, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.
- S. NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- T. SEVERABILITY.** If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law,

provided that the fundamental purposes of this Agreement are not defeated by such severability.

- U. **CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- V. **NO THIRD PARTY BENEFICIARIES.** No creditor of either party or other individual or entity has any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.
- W. **DISCLOSURE OF CONFIDENTIAL INFORMATION IF REQUIRED BY LAW.** To the extent permitted by law recognizing that the City is subject to Arizona Public Records laws set forth in the Arizona Revised Statutes, Title 39, this Agreement allows the Parties to disclose Confidential Information, as defined below, to each other under the following terms. In the opinion of the Parties to this Agreement: (1) the Confidential Information is the proprietary property of the Parties and is strictly confidential and privileged pursuant to, among other laws, A.R.S. §§ 44-401, et seq., (2) the release of the Confidential Information provided could cause harm to the Parties' competitive position, (3) the Confidential Information is potentially personal and private, and (4) the Confidential Information is exempt from disclosure under the Arizona Public Records and Open Meeting Laws, A.R.S. § 39-121, et seq. The Agreement does not license, assign, or convey any intellectual property or proprietary rights from any Party to any other Party.

"Confidential Information" means non-public information, know-how, or trade secrets in any form, that:

1. Are designated as being confidential; or
2. A reasonable person knows or reasonably should understand to be confidential.

The City must comply with and may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, et seq.). The City may disclose Confidential Information if required to comply with a court order or other government demand that has the force of law. Prior to disclosure, the Party must:

1. Seek the highest level of protection available; and
2. Give GPEC reasonable prior notice of the request for records and identified responsive documents to allow them to seek a protective order, unless such notice is not permitted under law.

- X. **ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including ten (10) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A – GPEC Action Plan
Exhibit B – GPEC Performance Measures
Exhibit C – Targeted Industries
Exhibit D – Reporting Mechanism for Contract Fulfillment
Exhibit E – Insurance Requirements

Exhibit F – Regional Cooperation Protocol

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this _____ day of _____, 2021.

CITY OF SURPRISE, a municipal corporation

By: _____
Honorable Skip Hall, Mayor

ATTEST:

By: _____
Its: City Clerk

APPROVED AS TO FORM:

By: _____
Its: City Attorney

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation

By: _____
Chris Camacho
President & Chief Executive Officer

December 28, 2020

Jeanine Jerkovic
Economic Development Director
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

Dear Jeanine:

In an effort to provide you with advance notice of the upcoming budget request for fiscal year 2022, please find the enclosed amount for your municipality's contract with the Greater Phoenix Economic Council.

City of Surprise FY2022 Contract Payment

	<u>FY2022</u>
Population estimate*	141,486
Maricopa County per capita rate	\$0.4897
Total for FY2022	\$69,286

**Population estimate based on the State, County, Place Level Population Estimates for July 1, 2020*

GPEC remains committed to strengthening the region's competitive position and working on behalf of our communities to advance the market through jobs, investment and innovation. We look forward to continuing our partnership.

Sincerely,



Chris Camacho
President & CEO



Greater Phoenix Economic Council FY22 Annual Contract

Jeanine Jerkovic
Economic Development Department
September 7, 2021

Mission: Attract and grow quality businesses and advocate for Greater Phoenix's competitiveness.



GPEC OVERVIEW

- Surprise = founding member of GPEC (founded 1989)
- Public-private partnership: 22 cities / 170+ investors
- Core competencies: market analysis & site selection
- Over last 5 years: Assisted regionally with 213 corporate locates, including 2 in the City of Surprise, creating 108 jobs and \$24.3 million in cap. investment.

GPEC SERVICES

- Building a Regional Brand Identity
- In-Depth Market Data and Analysis
- Operational Cost Analysis
- Connectivity to Key Resources
- Speed-to-Market Support
- Site Selection Assistance
- Economic Impact Analysis
- Economic Policy Competitiveness



GPEC = TOP QUALITY PARTNER

Over 5 years

- \$27-to-\$1 direct ROI / \$54-to-1 total (direct & indirect)
- \$117.5 million in new Surprise consumer spending
- Estimated \$8.2 million in direct city revenues
- 2,082 region-wide jobs for Surprise residents

GPEC-Surprise Activity	FY18	FY19	FY20	FY21
COS Proposals Submitted	51	38	51	59
COS Site Visits	5	4	3	6

GPEC VALUE PROVIDED

City of Surprise – GPEC Annual Contract

FY 2022 Contract \$69,286	\$0.4897 per capita / 141,486 pop.
FY 2021 Contract \$66,694	\$0.4897 per capita / 136,194 pop.
FY 2020 Contract \$65,058	\$0.4897 per capita / 132,852 pop.
FY 2019 Contract \$60,471	\$0.4647 per capita / 130,129 pop.
FY 2018 Contract \$56,362	\$0.4397 per capita / 128,182 pop.

**Prospect
Generation /
27:1 ROI**

**Board Level
Engagement**

**Strategic
Support**

**Regional
Branding**

City of Surprise



GPEC SURPRISE RESULTS

- 10 YEARS OF SUCCESS -

- Park Skyway
- SWP
- Intrepid Tool Industries
- CampCorp Structures
- Cobalt Rehabilitation Hospital
- IRIS USA
- Mainstreet Transitional Care Center*
(*Now Surprise Rehabilitation)
- Central Garden & Pet
- Seattle Tacoma Box Company



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 7, 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 the approval of the Preliminary Plat entitled, "Unit H – Phase 3 – Toll at Prasada", an approximately 13.587 acre property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue. (Case FS21-080)

Motion:

I move to approve the Preliminary Plat entitled, "Unit H – Phase 3 – Toll at Prasada" subject to stipulations "a" through "c" as memorialized in the Staff Report.

Background:

The subject request involves a Preliminary Plat for Unit H of the Toll at Prasada project. The proposed Preliminary Plat contemplates 61 standard lots consisting of five (5) lot products. Unit H 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 4.49 DU/Ac, the project most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan in this regard. The site also lies within the 0-6 DU/Ac ribbon of the Luke Air Force Base Graduated Density Concept; 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 FS21-080 Toll at Prasada Unit H Preliminary Plat 09-07-21 CC Staff Report
 2. 01 Toll at Prasada Unit H Vicinity Map
 3. 02 Toll at Prasada Unit H Blow-Up
 4. 03 Toll at Prasada Unit H Preliminary Plat
 5. 04 Toll at Prasada Unit H Landscape Plans (1)
 6. FS21-080 Toll at Prasada Unit H 09-07-21 CC Preliminary Plat Presentation
-

PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL

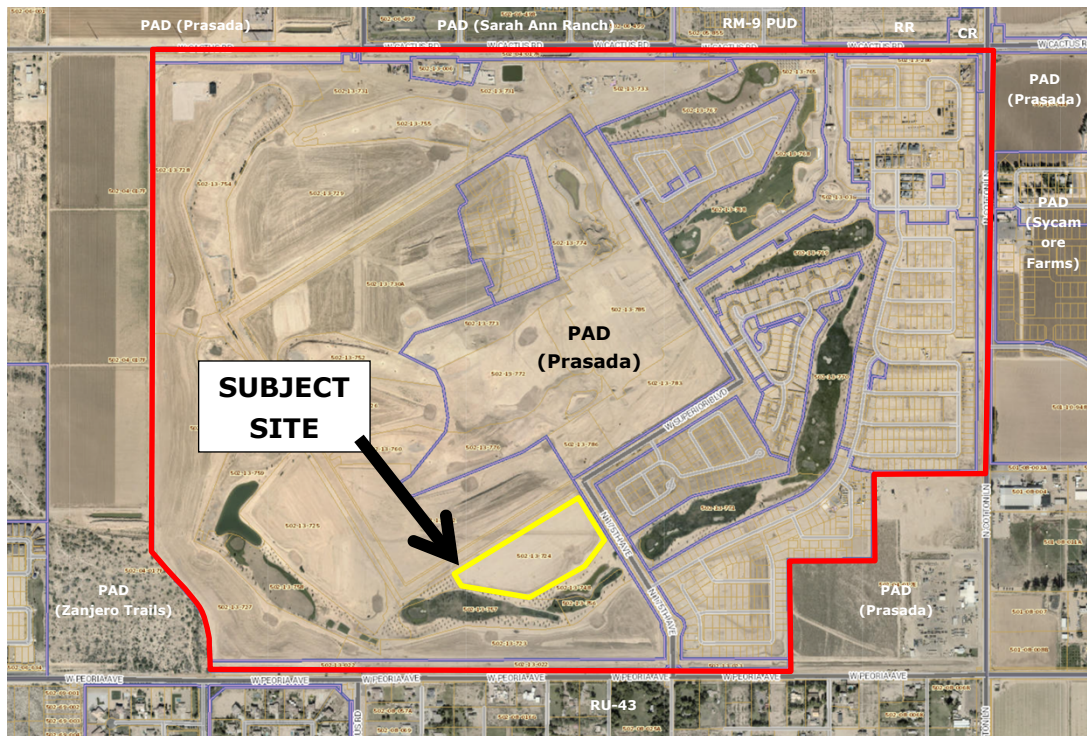
1 **Case:** FS21-080
2
3 **Project Name:** Toll at Prasada Unit H Preliminary Plat
4
5 **Council District:** 3 - Mesquite
6
7 **Meeting Date:** September 7, 2021
8
9 **Planner:** Trever Fleetham, AICP
10
11
12 **Owner:** Toll Prasada, LLC
13
14 **Applicant:** Aaron Insco of Toll Bros, Inc.
15
16 **Request:** Preliminary Plat for Toll at Prasada Unit H in the Prasada PAD
17
18 **Site Location:** Generally located west of Cotton Lane, between Cactus Road and
19 Peoria Avenue
20
21 **Lot Yield:** 61
22
23 **Area:** 13.587 acres
24
25 **Density:** 4.49 DU/Ac
26
27 **General Plan Conformance:** The proposal is consistent with the Surprise General Plan 2035
28
29 **Support/Opposition:** None known
30
31 **Commission**
32 **Recommendation:** The Planning and Zoning Commission recommends the Council
33 **approve** the proposed Preliminary Plat, subject to stipulations "a"
34 through "c".
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42

PROJECT DESCRIPTION:

The subject request involves a Preliminary Plat for Unit H of the Toll at Prasada project. The proposed Preliminary Plat contemplates 61 standard lots consisting of five (5) lot products. Unit H 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.



53 **BACKGROUND:**

54
55 **June 22, 2006:** The City Council approved the original Prasada PAD under case PAD05-465.

56
57 **December 21, 2016:** Staff approved a Minor Amendment to the Lake Village portion of the Prasada
58 PAD under case FS16-400 for the purpose of revising the Lake Village land plan and development
59 standards.

60
61 **February 12, 2018:** Staff approved a Minor Amendment to the Toll Brothers' portion of the Prasada
62 Lake Village under case FS17-587 for the purpose of revising specific development standards related
63 to the Toll Brothers development.

64
65 **April 17, 2018:** The City Council approved the original Preliminary Plat for Toll at Prasada under
66 case FS17-394.

67
68 **January 15, 2019:** The City Council approved the Final Plat for Toll at Prasada Phase I
69 Infrastructure under case FS18-290.

70
71 **August 6, 2019:** The City Council approved the Final Plat for Toll at Prasada Phase 2 Infrastructure
72 under case FS19-061.

73
74 **February 2, 2021:** The applicant filed case FS21-080, the subject case.

75
76 **August 5, 2021:** The Planning and Zoning Commission voted to recommend approval of the
77 proposed Preliminary Plat, subject to stipulations 'a' through 'c'.

78
79
80 **ANALYSIS AND DISCUSSION:**

81
82 The proposed subdivision anticipates five (5) Lot Categories. These include Lot Category C, two (2)
83 configurations of Lot Category D1, Lot Category D2, and a 5-Pack lot configuration under Lot Category
84 E. All of the proposed configurations are consistent with the approved PAD zoning. These
85 configurations are depicted below and on Sheet DT01 of the subject Preliminary Plat.

86
87
88
89 [Continued on following page.]
90
91
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94
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96

The subject site will also have 1.59 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 4.49 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 February 4, 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 2, 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:

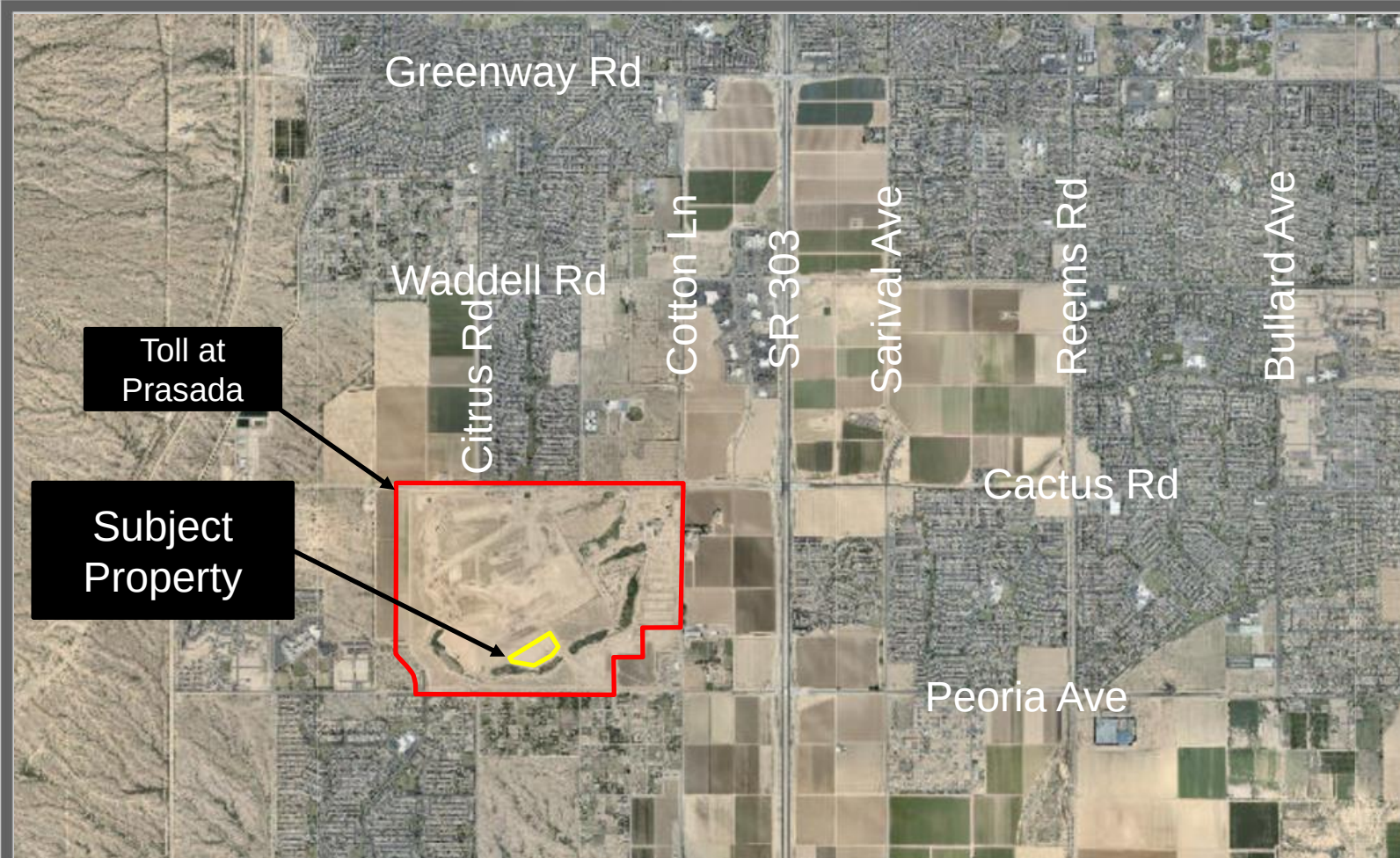
Based on the findings noted above, the Planning and Zoning Commission recommends the City Council **approve** the subject Preliminary Plat request, subject to stipulations 'a' through 'c' as outlined below:

- a. Development and use of the site shall be in conformance with the Preliminary Plat entitled "Preliminary Plat Unit H - Phase 3 - Toll at Prasada", prepared by EPS Group and received June 6, 2021.
- b. Landscaping of the site shall be consistent with the Landscape Plans entitled "Prasada – Unit H", prepared by Greey|Pickett and received May 25, 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 recommend denial of the request, the Council should make its own findings and base its decision on those alternative findings.

Attachments:

- 01 Toll at Prasada Unit H Vicinity Map
- 02 Toll at Prasada Unit H Blow-Up
- 03 Toll at Prasada Unit H Preliminary Plat
- 04 Toll at Prasada Unit H Preliminary Landscape Plans



FS21-080 Vicinity Map

Unit H
Unit Total - 61
Parcel Size - 13.56 Acres
Right of Way Width - 40'
Roadway Width - 30' boc to boc



A PORTION OF THE WEST HALF OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.



WATER
SEWER
GAS
ELECTRIC
TELEPHONE
CABLE TV
FIRE
POLICE

SHEET 1	CS01	COVER SHEET
SHEET 2	CS02	INDEX SHEET
SHEET 3	DT01	LOT DIAGRAMS AND DEVELOPMENT STANDARDS
SHEET 4 - 5	PP01 - PP02	PRELIMINARY PLAT
SHEET 6	TB01	DATA TABLES

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

W. CACTUS RD.

N. CITRUS RD. (ALIGNMENT)

T3 N.L. R.2 W. SEC. 23

PROJECT SITE

W. PEORIA AVE.

N. COTTON LANE

TOLL AT PRAGA BOUNDARY LINE

N.T.S.

DEVELOPER:
TOLL BROTHERS
8747 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.

A.P.N.	502-04-017P
EXISTING GENERAL PLAN:	NEIGHBORHOOD CHARACTER AREA
EXISTING ZONING:	PLANNED AREA DEVELOPMENT (PAD) (ORDINANCE NO. 96-26)
GROSS AREA:	± 13.59 ACRES
NET AREA:	± 13.59 ACRES
PRIVATE STREET TRACT AREA:	± 2.53 ACRES
LOT AREA	± 9.47 ACRES
TRACT/OPEN SPACE:	± 1.59 ACRES

TOLL AT PRASADA						
Development Pad	Average	Lot Yield	Net Density	Case #	Case Type	
A	32.736	141	4.307 DUAC	F158-260	FINAL	
B	47.999	220	4.792 DUAC	F517-700	FINAL	
C	21.959	9	4.102 DUAC	F158-289	FINAL	
D	17.622	49	2.784 DUAC	F159-471	FINAL	
E	18.961	81	4.272 DUAC	F158-472	FINAL	
Unit A, Unit 12333	N/A	-	3.57 DUAC	F159-508	Not Plan	
F	24.10	114	4.730 DUAC	F159-671	FINAL	
G	12.70	60	4.720 DUAC	F159-671	FINAL	
CONTIGUES	15.810	64	4.084 DUAC	F206-117	FINAL	
CONTIGUES	1.498	8	5.340 DUAC	F206-720	FINAL	
H	12.727	134	10.529 DUAC	F206-720	FINAL	
I	18.560	80	4.310 DUAC	F201-061	Preliminary	
J	13.587	41	4.495 DUAC	F201-068	Preliminary	
K	1	3024	4.943C	F201-331	Preliminary	
L	42.110	179	4.343C	F201-339	Preliminary	
Total	300.47	1380	4.559 DUAC			

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.

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 SURREY WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

THIS DEVELOPMENT SHALL CONFORM TO THE DEVELOPMENT STANDARDS
APPROVED IN PRASADA, CASE PS17-587.



Development Standard C - FS16-400

Zoning District	PLV-1	PLV-2
Minimum Lot Area	5,000 Square Feet	4,000 Square Feet
Minimum Lot Width	45 Feet ⁽¹⁾	45 Feet ⁽¹⁾
Minimum Building Setbacks ⁽¹⁾		
Front ⁽¹⁾	20 Feet	20 Feet
Side entry garage, porch or livable space ⁽¹⁾	12 Feet	12 Feet
Side ⁽¹⁾⁽²⁾	5 Feet / 5 Feet	5 Feet / 5 Feet
Rear ⁽¹⁾⁽²⁾	20 Feet (2 Story)	15 Feet (1 Story)
Maximum Building Height ⁽¹⁾	35 Feet	35 Feet

- Notes:
- Lot width may range from 45 feet to 80 feet, with lot area from 5,000 square feet.
 - 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.
 - 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 Home Owner's Association.
 - 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 feet into the side setbacks.
 - 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 setbacks.
 - Covered patios may encroach up to 3 feet into the rear setback.
 - Building height is measured from the finished floor in 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	4,000 Square Feet
Minimum Lot Width	45 Feet ⁽¹⁾	45 Feet ⁽¹⁾
Minimum Building Setbacks ⁽¹⁾		
Front ⁽¹⁾⁽²⁾	20 Feet	20 Feet
Front & side facing garage (measured from back of sidewalk to face of garage door)	20 Feet	20 Feet
Side entry garage, porch or livable space ⁽¹⁾	12 Feet	12 Feet
Side ⁽¹⁾⁽²⁾	5 Feet / 5 Feet	5 Feet / 5 Feet
Rear ⁽¹⁾⁽²⁾	20 Feet (2 Story)	15 Feet (1 Story)
Maximum Building Height ⁽¹⁾	35 Feet	35 Feet

- Notes:
- Typical configured lot widths may range from 45 feet to 65 feet, with lot area from 5,000 square feet.
 - A wide shallow lot configuration is permitted, indicated by the front entry door as part of the front elevation. Driveways could occur on a side or front yard.
 - 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.
 - 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 Home Owner's Association.
 - 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 feet into the side setbacks.
 - 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 setbacks. During review of home products with a side entry garage, the developer shall demonstrate that an adequate lot width exists for vehicular turning movements.
 - Covered patios may encroach up to 3 feet into the rear setback.
 - Building height is measured from the finished floor in the top of the parapet or highest point of the roofline.

Development Standard D2 - FS17-587

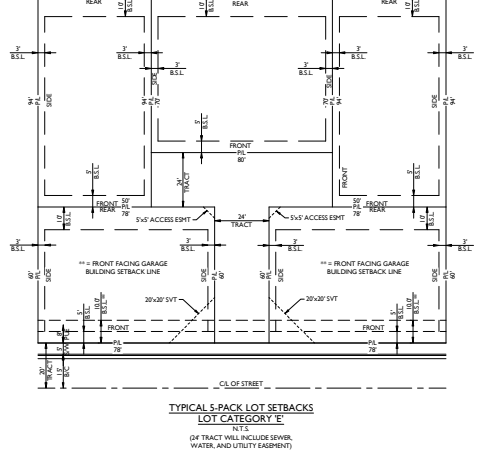
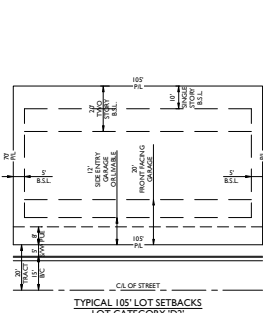
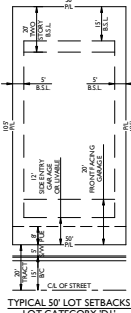
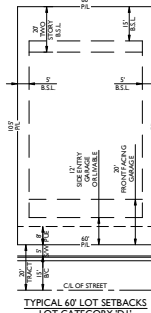
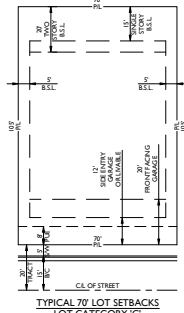
Zoning District	PLV-1	PLV-2
Minimum Lot Area	5,000 Square Feet	4,000 Square Feet
Minimum Lot Width	45 Feet ⁽¹⁾	45 Feet ⁽¹⁾
Minimum Building Setbacks ⁽¹⁾		
Front ⁽¹⁾⁽²⁾	20 Feet	20 Feet
Front & side facing garage (measured from back of sidewalk to face of garage door)	20 Feet	20 Feet
Side entry garage, porch or livable space ⁽¹⁾	12 Feet	12 Feet
Side ⁽¹⁾⁽²⁾	5 Feet / 5 Feet	5 Feet / 5 Feet
Rear ⁽¹⁾⁽²⁾	20 Feet (2 Story)	15 Feet (1 Story)
Maximum Building Height ⁽¹⁾	35 Feet	35 Feet

- Notes:
- Typical configured lot widths may range from 45 feet to 115 feet, with lot area from 5,000 square feet.
 - A wide shallow lot configuration is permitted, indicated by the front entry door as part of the front elevation. Driveways could occur on a side or front yard.
 - 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.
 - 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 Home Owner's Association.
 - 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 feet into the side setbacks.
 - 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 setbacks. During review of home products with a side entry garage, the developer shall demonstrate that an adequate lot width exists for vehicular turning movements.
 - Covered patios may encroach up to 3 feet into the rear setback.
 - Building height is measured from the finished floor in the top of the parapet or highest point of the roofline.

Development Standard E - FS17-587

Zoning District	PLV-1	PLV-2	PLV-3
Minimum Lot Area	5,000 Square Feet	4,000 Square Feet	4,000 Square Feet
Minimum Lot Width	45 Feet ⁽¹⁾	45 Feet ⁽¹⁾	45 Feet ⁽¹⁾
Minimum Building Setbacks ⁽¹⁾			
Front ⁽¹⁾⁽²⁾	20 Feet	20 Feet	20 Feet
Front facing garage (measured from back of sidewalk to face of garage door)	20 Feet	20 Feet	20 Feet
Porch or Living Space	5 Feet	5 Feet	5 Feet
Side ⁽¹⁾⁽²⁾	0 Feet / 5 Feet	0 Feet / 5 Feet	0 Feet / 5 Feet
Rear ⁽¹⁾⁽²⁾	10 Feet	10 Feet	10 Feet
Maximum Building Height ⁽¹⁾	35 Feet	35 Feet	35 Feet

- Notes:
- 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.
 - Architectural features such as, but not limited to, fireplaces, bay windows, shadow boxes, pot shelves, and other pop-outs, can encroach up to 2 feet into front, side and/or rear setbacks.
 - Side setbacks for "2"-Lots and "3"-Lots shall be 5' aggregate, 0' minimum at shared side easement.
 - 5' Setback from alley R.O.W. or shared driveway to face of garage.
 - Building height is measured from the finished floor in the top of the parapet or highest point of the roofline.
 - Covered patios may encroach up to 2 feet into the rear setback.



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EPS GROUP

TOLL AT PRASADA
UNIT H - PHASE 3 - PRELIMINARY PLAT
Lot Diagrams and Development Standards

Project: 16-339 - UNIT H - PHASE 3 - PRELIMINARY PLAT
Revision: 3
Date: 06/14/2021
Drawn by: JK
Checked by: PJK
Job No: 16-339
Sheet No: DT01
3 of 6

J. Rogers



16-339 - UNIT H - PHASE 3 - PRELIMINARY PLAT



12379 Alhambra Avenue
Surprise, AZ 85073
Tel: 480.500.2200 | Fax: 480.500.2205
www.epsgroup.com

TOLL AT PRASADA
UNIT H - PHASE 3 - PRELIMINARY PLAT
DRAFTING: ARIZONA

Project: 16-339
Revisions: 1
Drawn by: PNB
Check by: JK

Job No: 16-339
PP02
Sheet No: 5 of 6
F321-080

LOT #	AREA (SF)	AREA (AC)	LOT CATEGORY
1701	8,399	0.1908	C
1702	5,662	0.1300	DI
1703	5,500	0.1263	DI
1704	5,500	0.1263	DI
1705	5,500	0.1263	DI
1706	5,500	0.1263	DI
1707	6,979	0.1601	DI
1708	6,492	0.1504	DI
1709	6,400	0.1515	DI
1710	8,363	0.1902	C
1711	7,753	0.1780	C
1712	7,700	0.1768	C
1713	7,700	0.1768	C
1714	7,700	0.1768	C
1715	7,700	0.1768	C
1716	6,800	0.1515	DI
1717	6,800	0.1515	DI
1718	6,367	0.1462	DI
1719	7,315	0.1680	DI
1720	6,401	0.1515	DI
1721	6,401	0.1515	DI
1722	6,400	0.1515	DI
1723	6,400	0.1515	DI
1724	5,500	0.1263	DI
1725	5,500	0.1263	DI
1726	5,567	0.1278	DI
1727	6,196	0.1421	DI
1728	6,360	0.1454	DI
1729	7,160	0.1644	DI
1730	7,300	0.1673	DI
1731	8,313	0.1908	D2
1732	8,314	0.1909	D2
1733	8,517	0.1955	DI
1734	8,571	0.1968	DI
1735	8,412	0.1931	D2
1736	10,874	0.2496	D2
1737	10,992	0.2523	DI
1738	4,076	0.0936	DI
1739	5,599	0.1285	DI
1740	5,500	0.1263	DI
1741	5,500	0.1263	DI
1742	5,500	0.1263	DI
1743	5,500	0.1263	DI
1744	5,500	0.1263	DI
1745	5,500	0.1263	DI
1746	5,500	0.1263	DI
1747	4,999	0.1151	DI
1748	8,314	0.1909	D2
1749	5,148	0.1182	E
1750	4,760	0.1079	E
1751	6,400	0.1486	E
1752	4,760	0.1079	E
1753	5,148	0.1182	E
1754	5,148	0.1182	E
1755	5,148	0.1182	E
1756	4,760	0.1079	E
1757	5,400	0.1246	E
1758	4,760	0.1079	E
1759	8,462	0.1939	D2
1760	9,146	0.2100	D2
1761	9,643	0.2214	D2

CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	13.137	58.00'	155.02'	128°44'14"
C2	25.54'	58.00'	34.99'	03°36'31"
C3	47.62'	58.00'	46.29'	047°02'31"
C4	27.87'	58.00'	37.56'	027°39'30"
C5	29.51'	38.00'	29.19'	029°08'59"
C6	4.74'	20.00'	4.72'	01°33'59"
C7	26.68'	30.00'	24.75'	07°34'01"
C8	35.71'	40.00'	35.18'	09°35'52"
C9	26.74'	40.00'	26.84'	019°48'12"
C10	21.22'	40.00'	21.17'	020°12'38"
C11	16.58'	40.00'	16.53'	015°10'12"
C12	33.08'	30.00'	28.75'	09°14'46"
C13	54.86'	80.00'	53.80'	039°17'32"
C14	31.42'	30.00'	28.28'	09°00'00"
C15	111.47'	155.00'	109.09'	04°12'23"
C16	8.12'	95.00'	8.11'	00°53'40"
C17	40.24'	95.00'	59.31'	028°19'47"
C18	11.90'	20.00'	11.80'	05°41'04"
C19	18.92'	20.00'	18.22'	05°41'04"
C20	31.42'	20.00'	28.28'	09°00'00"
C21	31.42'	30.00'	28.28'	09°00'00"
C22	22.91'	20.00'	22.51'	06°30'18"
C23	73.54'	180.00'	73.03'	02°34'28"
C24	26.75'	20.00'	27.81'	08°05'14"
C25	3.40'	20.00'	3.40'	00°00'00"
C26	27.96'	20.00'	25.74'	08°04'09"
C27	44.94'	220.00'	44.86'	01°42'14"
C28	18.08'	220.00'	18.08'	00°34'24"
C29	26.36'	220.00'	26.34'	00°31'51"
C30	24.67'	40.00'	24.49'	02°33'22"
C31	7.96'	40.00'	7.90'	02°33'20"
C32	16.67'	40.00'	16.62'	01°53'04"
C33	35.68'	40.00'	35.15'	09°04'12"
C34	25.18'	40.00'	25.00'	04°32'58"
C35	10.88'	40.00'	10.86'	01°23'08"
C36	28.62'	120.00'	28.56'	01°40'02"
C37	48.42'	120.00'	48.10'	02°39'22"
C38	5.24'	120.00'	5.24'	02°39'08"
C39	47.62'	58.00'	46.29'	047°02'31"
C40	18.92'	20.00'	18.22'	05°41'04"
C41	48.42'	120.00'	48.10'	02°39'22"
C42	44.94'	220.00'	44.86'	01°42'14"
C43	25.18'	40.00'	25.00'	04°32'58"
C44	16.67'	40.00'	16.62'	01°53'04"
C45	26.68'	30.00'	24.75'	07°34'01"
C46	26.76'	40.00'	26.84'	019°48'12"
C47	27.96'	20.00'	25.74'	08°04'09"
C48	89.90'	120.00'	87.97'	04°12'23"
C49	68.58'	100.00'	67.24'	039°17'32"
C50	81.71'	200.00'	81.14'	02°34'28"
C51	43.82'	40.00'	34.57'	09°00'00"
C52	19.42'	75.00'	19.36'	01°45'08"
C53	19.42'	75.00'	19.36'	01°45'08"
C54	40.21'	95.00'	39.21'	03°18'40"

LINE	LENGTH	BEARING
L1	17.02'	N42°46'50"W
L2	4.24'	N26°31'24"E
L3	31.40'	S42°57'00"W
L4	4.40'	S37°34'54"E
L5	10.00'	S37°34'54"E
L6	1.25'	S58°25'00"W
L7	36.95'	S65°40'51"E
L8	28.75'	S58°25'00"W
L9	20.81'	S09°37'00"W
L10	0.00'	N26°52'34"E
L11	32.04'	N07°34'54"W
L12	25.12'	N07°34'54"W
L13	38.00'	N09°37'30"E
L14	16.56'	S58°25'00"W

TRACT	USE	AREA (SF)	AREA (AC)
TRACT H-A	LANDSCAPE OPEN SPACE	2367	0.054
TRACT H-B	LANDSCAPE OPEN SPACE	18285	0.420
TRACT H-C	LANDSCAPE OPEN SPACE	6601	0.153
TRACT H-D	LANDSCAPE OPEN SPACE	13286	0.305
TRACT H-E	LANDSCAPE OPEN SPACE	2564	0.059
TRACT H-F	LANDSCAPE OPEN SPACE	3631	0.083
TRACT H-G	LANDSCAPE OPEN SPACE	8570	0.197
TRACT H-H	LANDSCAPE OPEN SPACE	3030	0.070
TRACT H-I	LANDSCAPE OPEN SPACE, WATER & SEWER BASINMENT	2499	0.057
TRACT H-J	SHARED DRIVEWAY, LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT	3004	0.080
TRACT H-K	SHARED DRIVEWAY, LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT	3004	0.080
TRACT H-LPS	PRIVATE STREET TRACT, PUBLIC UTILITY EASEMENT	11001	2.526

13274 14th Street Road
 Suite 122
 14400 50th Street S.E.
 Everett, WA 98203

EPS GROUP

TOLL AT PRASADA
 UNIT H - PHASE 3 - PRELIMINARY PLAT
 3-PRIME, ARIZONA

Data Tables

Project
 Revisions
 Design: PBL
 Drawn by: JK
 Job No.
16-339
 TBO1
 Sheet No.
6
 of 6

WEST OF COTTON LANE , SOUTH OF CACTUS ROAD
CITY OF SURPRISE PRE-PLAT LANDSCAPE PLANS

[illegible]

2. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FULL IMPLEMENTATION OF ALL PLANTING AND IRRIGATION REQUIREMENTS.
3. THE LANDSCAPE CONTRACTOR SHALL SUBMIT PULLING PLANS, AFTER FIELD VERIFICATION, DEPICTING POSITION OF CONNECTION, METER LOCATION AND SIZE, AND THE LOCATION OF ALL VALVES AND THE LOCATION OF ALL IRRIGATION SCHEDULING DEVICES.
4. THE LANDSCAPE CONTRACTOR SHALL INSTALL THE SPECIFIED SYSTEM IN ACCORDANCE WITH THE SPECIFICATIONS AND THE MANUFACTURER'S INSTRUCTIONS.
5. THE LANDSCAPE CONTRACTOR TO SITE VERIFY PRESSURE AND NOZZLE LANDSCAPE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY IN WRITING IF THE PRESSURE OR NOZZLE REQUIREMENTS ARE NOT MET.
6. IF CONTRACTOR FAILS TO NOTIFY LANDSCAPE ARCHITECT, HE IS FINANCIALLY RESPONSIBLE FOR ANY REQUIRED REPAIRS TO THE IRRIGATION SYSTEM.
7. THE LANDSCAPE CONTRACTOR SHALL FIELD VERIFY EXISTING LAP CONNECTIONS. INSTALL NEW CONNECTIONS AS REQUIRED TO MEET THE REQUIREMENTS OF THE IRRIGATION SCHEDULES.
8. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING OF ALL EXISTING AND NEW LANDSCAPE MATERIALS TO MEET THE REQUIREMENTS OF THE IRRIGATION SCHEDULES.
9. THE LANDSCAPE CONTRACTOR SHALL INSTALL IRRIGATION SCHEDULES, CONTROLLER SIZE AND QUANTITIES TO BE DETERMINED BY THE VALVE REQUIREMENTS AND PORES OF CONNECTION. INSTALL ONE (1) CONTROLLER AT EACH POINT OF CONNECTION.
10. THE LANDSCAPE CONTRACTOR SHALL EXCEED MANUFACTURER'S SPECIFICATIONS. VALVE BORES SHALL BE SQUARE TO ADJACENT WALLS OR CURBS AND FLUSH WITH THE SURFACE.
11. WORK SHALL CONFORM TO ALL CONSTRUCTION CODES AND REGULATIONS.
12. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IRRIGATION AREAS AND TANK VALVES IN DECEASED GRANITE AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IRRIGATION AREAS IN THE WATER MASTER. REFER TO HOW IF PRESSURE DIFFERS FROM THAT NOTICED.
13. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IRRIGATION AREAS IN THE WATER MASTER. REFER TO HOW IF PRESSURE DIFFERS FROM THAT NOTICED.

[illegible]

DEVELOPER:
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8767 E VIA DE VENTURA, SUITE 390
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CONTACT: OSCAR DOMINGUEZ

LANDSCAPE ARCHITECT/PLANNER:
GREY I PICKETT
7144 E. STETSON DRIVE, SUITE 205
SCOTTSDALE, AZ 85251
PHONE: (480) 609-0009
CONTACT: WENDELL PICKETT

CIVIL ENGINEER:
EPS GROUP
1130 N Alma School Road, Suite 120
MESA, AZ 85201
PHONE: (480) 503-2250
CONTACT: RICH HOPPE, P.E.

[illegible]

ANGULAR GRANITE RP-RAP

1. INSTALL GRANITE RP-RAP IN ALL DRAINAGE SWALES, AND WHERE INDICATED ON PLANS (TYPICAL). REFER TO MATERIALS SCHEDULE / PLANNING LEGEND FOR COLOR AND SIZE OF GRANITE RP-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.

CONTRACTOR SHALL GRADE TO MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES. REVIEW ENGINEERS PLAN FOR DRAINAGE.

1. FRESH GRADING SHALL BE IN THE DIRECTION OF THE LANDSCAPE ARCHITECT'S DESIGN. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ACHTCHD.

2. GRADING FOR THIS PROJECT INCLUDES THE FOLLOWING:

a. ALL EXISTING AND PLACING TOP OF THE 30" MINUS TOPSOIL IN THE FOLLOWING AREAS:

i. TIE-UP AND ANNUAL AREAS, IF IDENTIFIED.

ii. IN CATCHMENTS, CAN BE CATCHMENT OR SITE-SLOPE.

iii. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ANY CALICHE ENCOUNTERED ON ANY OF THE AREAS LISTED ABOVE AND PROVIDING FOR IT.

iv. COORDINATE A SURFACE LOCATION ON SITE TO DISPOSE OF THE CALICHE MATERIAL. THE CONTRACTOR SHALL LOCATE AND DISPOSE OF THE CALICHE. THE OWNER SHALL BE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH THE DISPOSAL OF THE CALICHE.

v. FRESH GRADING OF ALL PLANTING AREAS TO BE 1.5" BELOW ADJACENT PAVING UNLESS OTHERWISE SPECIFIED.

vi. REFERENCE CIVIL ENGINEERING DRAWINGS FOR GRADINGS AND DRAINAGE FLOWS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE GRADINGS ARE NOT IMPAIRED WITH OBSTRUCTIONS.

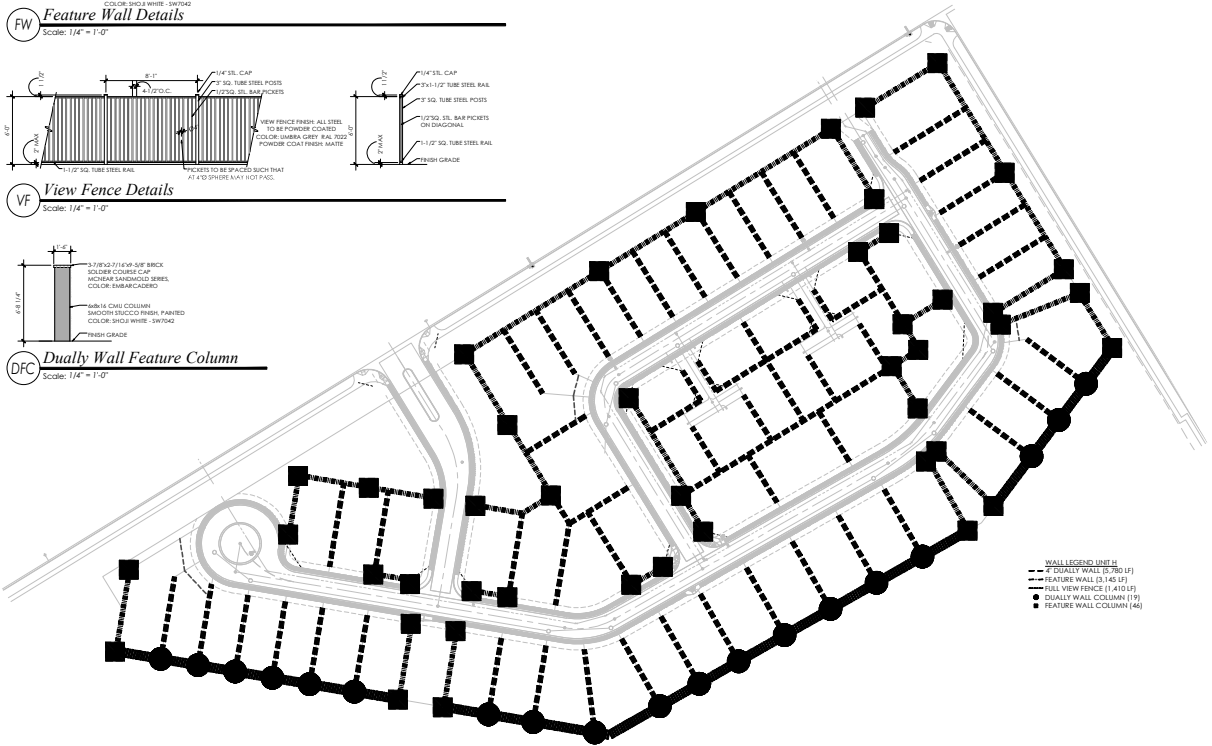
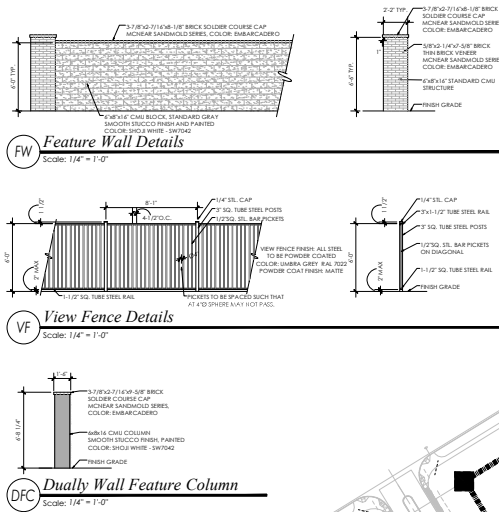
vii. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING ALL AREAS IN THE DIRECTION OF LANDSCAPE ARCHITECT TO CREATE A NATURALLY UNDOULGING GRADIENT PLANE.

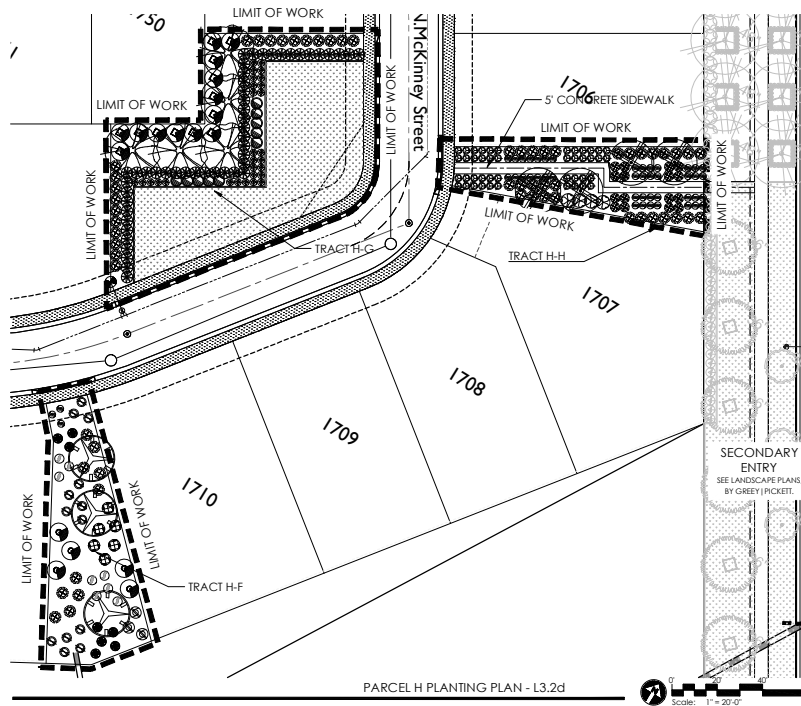
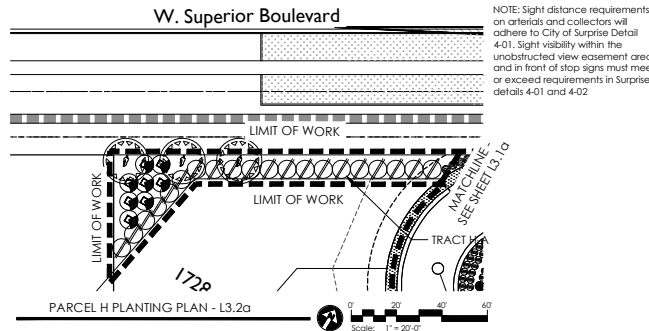
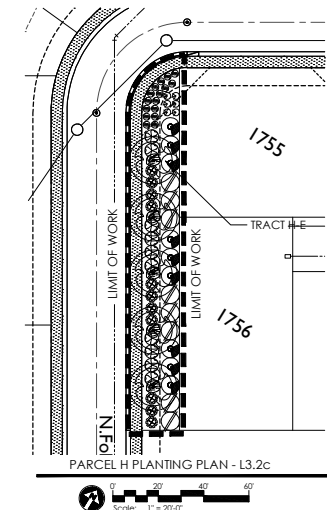
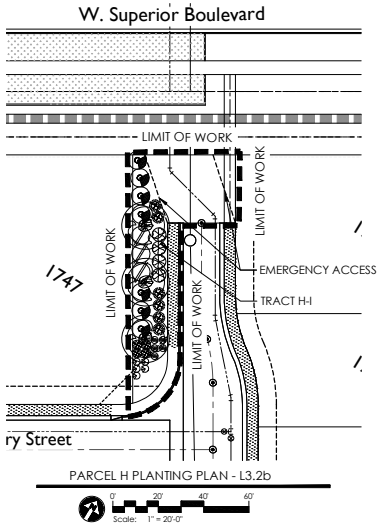
1. ALL SVTS WILL COMPLY WITH EDS DETAIL 4-01 AND 4-02
2. SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND COLLECTORS WILL ADHERE TO SURPRISE DETAIL 4-01. SIGHT VISIBILITY WITHIN THE UNOBSTRUCTED VIEW BASEMENT AREA AND IN FRONT OF STOP SIGNS MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND 4-02. 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

LANDSCAPE PLANS
COVER SHEET
WALL PLAN
LANDSCAPE PLANS
PLANTING DETAILS
LANDSCAPE SPECIFICATIONS

Irrigated Acres	Annual Ac-Ft	Peak Flow GPM	Peak Gallons/Day
Turf .36	2.48	11	4092
Drip 1.50	2.61	8	4496
Totals 1.86	5.09	19	8588

TRACT	LANDSCAPE USE	AREA (SF)	AREA (AC)
TRACT H-A	PASSIVE OPEN SPACE	2367	0.054
TRACT H-B	PASSIVE OPEN SPACE	16285	0.420
TRACT H-C	PASSIVE OPEN SPACE	6601	0.152
TRACT H-D	PASSIVE OPEN SPACE	13286	0.305
TRACT H-E	PASSIVE OPEN SPACE	2564	0.059
TRACT H-F	PASSIVE OPEN SPACE	3631	0.083
TRACT H-G	PASSIVE OPEN SPACE	8570	0.197
TRACT H-H	PASSIVE OPEN SPACE	5499	0.124
TRACT H-I	PASSIVE OPEN SPACE	2499	0.057
TRACT H-J	PASSIVE OPEN SPACE	3504	0.080
TRACT H-K	PASSIVE OPEN SPACE	3504	0.080





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

Symbol	Plant Name	Size	Qty
	Fraxinus velutina	48" Box	2
	Glax sempervirens 'Green Hill'	36" Box	4
	Prunella americana	36" Box	9
	Pinus x 'Red Peak'	36" Box	14
	Quercus virginiana	48" Box	5
	Prosopis juliflora	24" Box	3
	Schinus molle	36" Box	3
	Euphorbia tirucalli	36" Box	21
	Ficus sp.	36" Box	10

Symbol	Plant Name	Size	Qty
	Bougainvillea 'Brasilia'	5 gal.	10
	Bougainvillea 'Brasilia'	5 gal.	140
	Calliandra argentea	5 gal.	13
	Calliandra argentea	5 gal.	22
	Euphorbia tirucalli	5 gal.	102
	Euphorbia tirucalli	5 gal.	18
	Euphorbia tirucalli	5 gal.	6
	Euphorbia tirucalli	5 gal.	92
	Euphorbia tirucalli	5 gal.	102
	Euphorbia tirucalli	5 gal.	19
	Euphorbia tirucalli	5 gal.	74
	Euphorbia tirucalli	5 gal.	34
	Euphorbia tirucalli	5 gal.	21
	Euphorbia tirucalli	5 gal.	35
	Euphorbia tirucalli	5 gal.	8

Symbol	Plant Name	Size	Qty
	Euphorbia tirucalli	5 gal.	27
	Euphorbia tirucalli	5 gal.	90
	Euphorbia tirucalli	5 gal.	199
	Euphorbia tirucalli	5 gal.	220
	Euphorbia tirucalli	5 gal.	14
	Euphorbia tirucalli	5 gal.	61

Symbol	Plant Name	Size	Qty
	Euphorbia tirucalli	5 gal.	22
	Euphorbia tirucalli	5 gal.	71
	Euphorbia tirucalli	5 gal.	30
	Euphorbia tirucalli	5 gal.	112
	Euphorbia tirucalli	5 gal.	100

Symbol	Plant Name	Size	Qty
	Euphorbia tirucalli	5 gal.	22
	Euphorbia tirucalli	5 gal.	71
	Euphorbia tirucalli	5 gal.	30
	Euphorbia tirucalli	5 gal.	112
	Euphorbia tirucalli	5 gal.	100



GREY/PICKETT
landscape architecture community design
7114 S. GILBERT DRIVE, SUITE 203
PHOENIX, ARIZONA 85032
480.460.1000 FAX 480.460.1001



PRASADA
Parcel H
SURPRISE, ARIZONA

Toll Brothers
AMERICA'S LUXURY HOME BUILDER

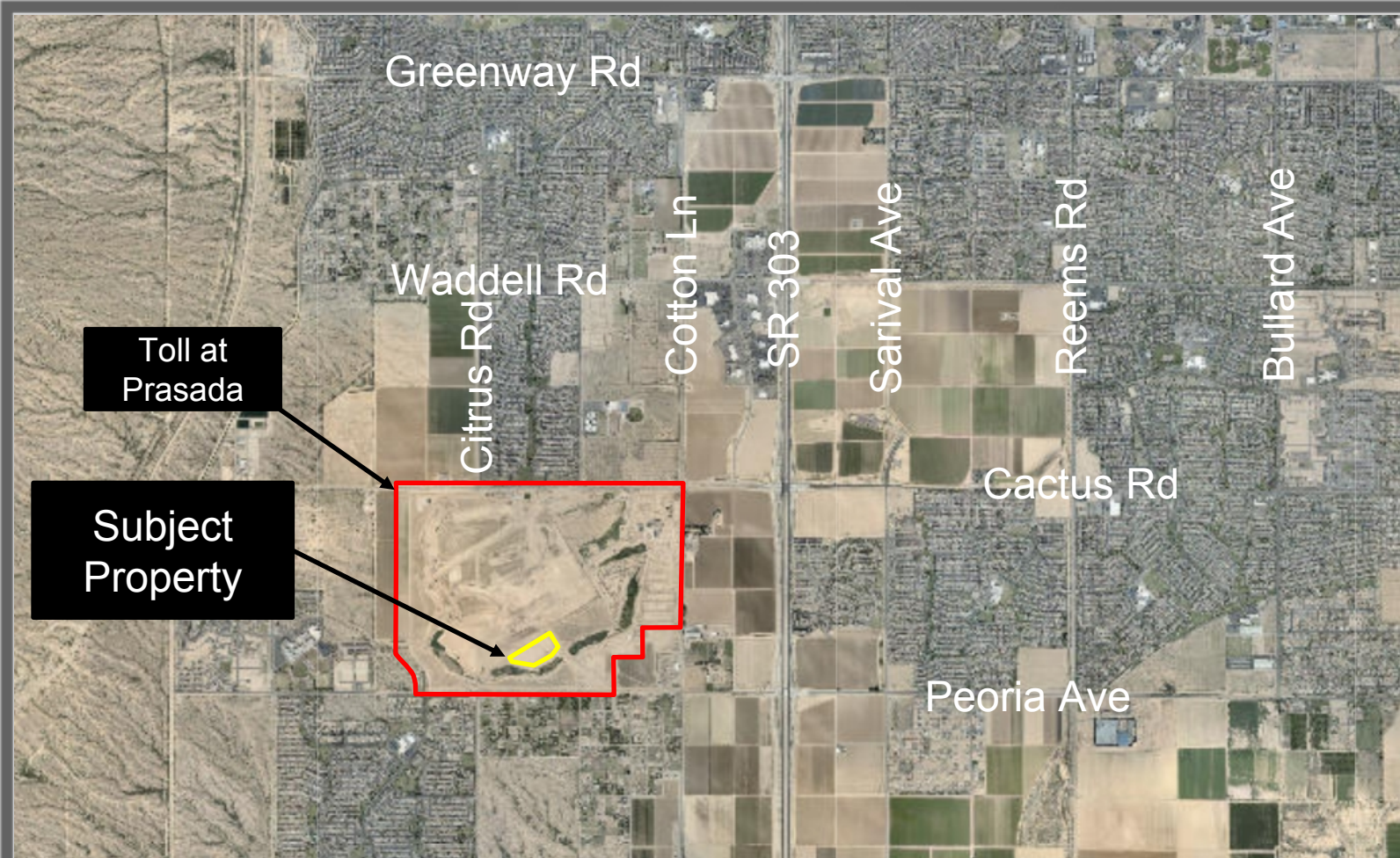
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TOL241
Scale
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REVIEW
DATE
05.20.2021
Drawing
Planting Plan
Sheet #
L3.2
04 of 06
FS21-080



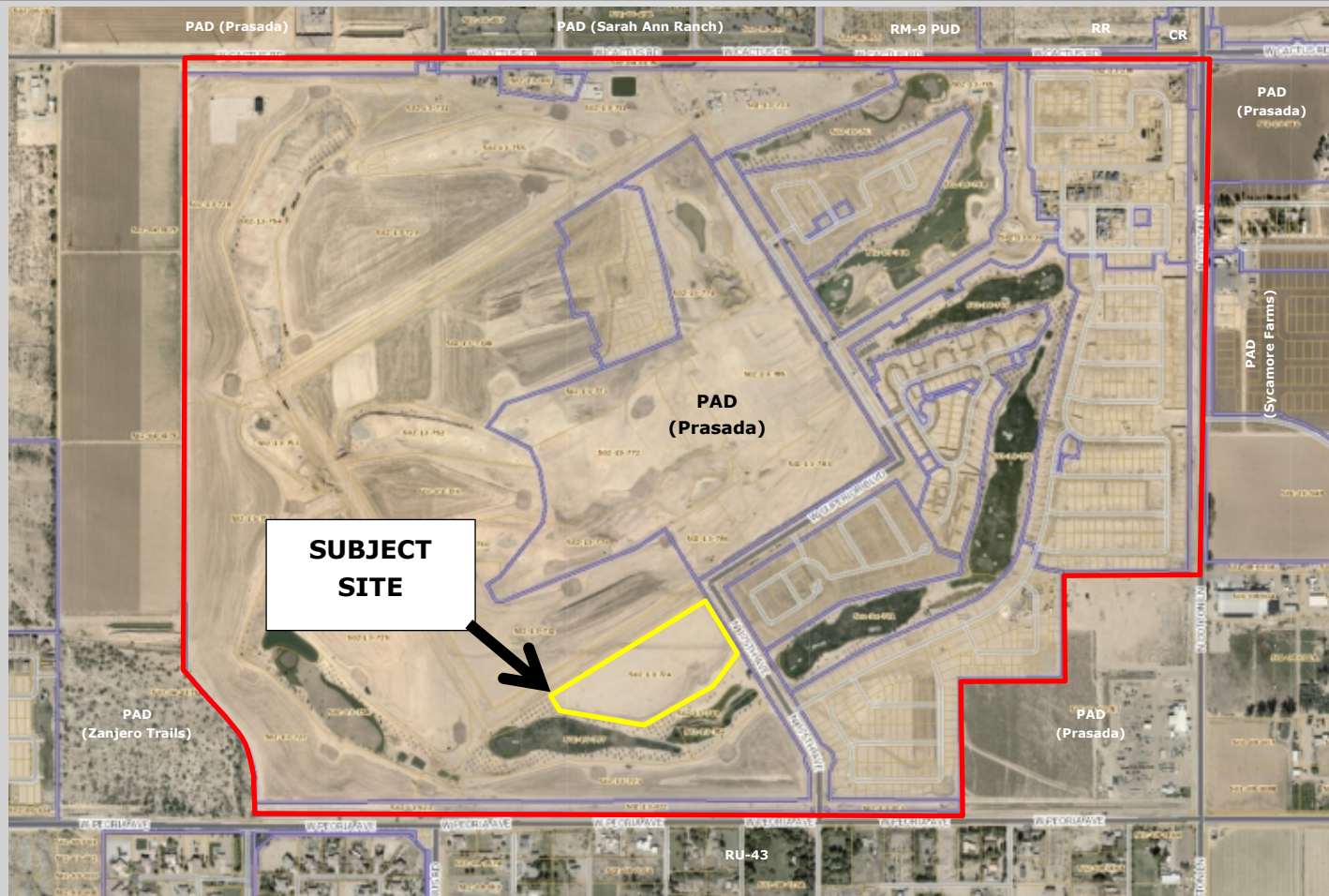
SURPRISE
ARIZONA

City Council
September 7, 2021

Toll at Prasada
Unit H Preliminary Plat
FS21-080



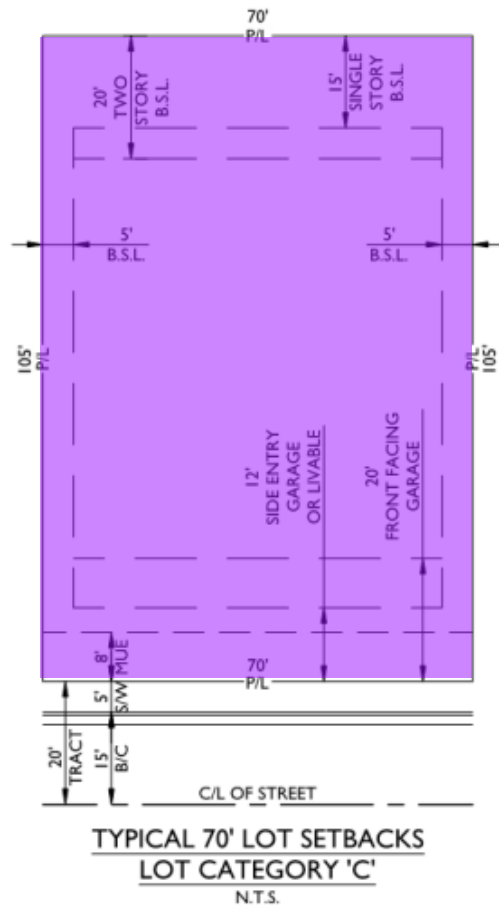
FS21-080 Vicinity Map



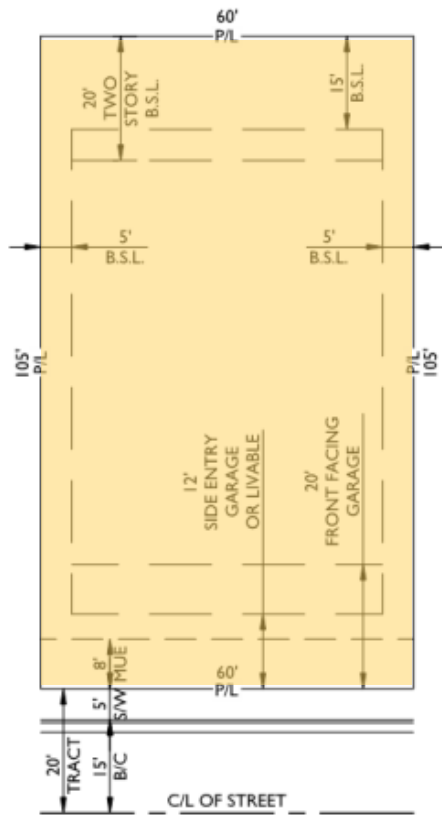
FS21-080 Case Map

Sterling Grove Master Plan

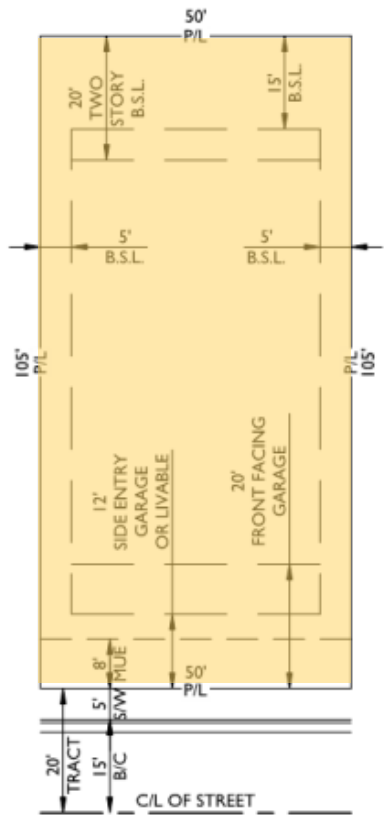




FS21-080 Unit H Preliminary Plat



TYPICAL 60' LOT SETBACKS
LOT CATEGORY 'DI'
 N.T.S.



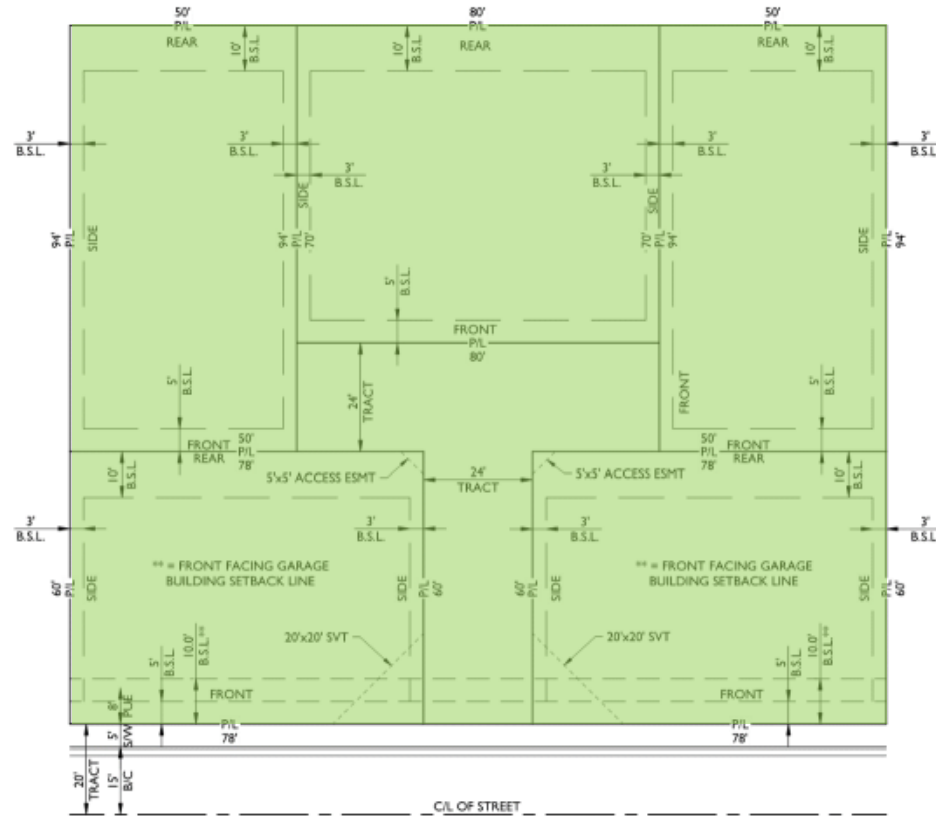
TYPICAL 50' LOT SETBACKS
LOT CATEGORY 'DI'
 N.T.S.

FS21-080 Unit H

Preliminary Plat

FS21-080 Unit H

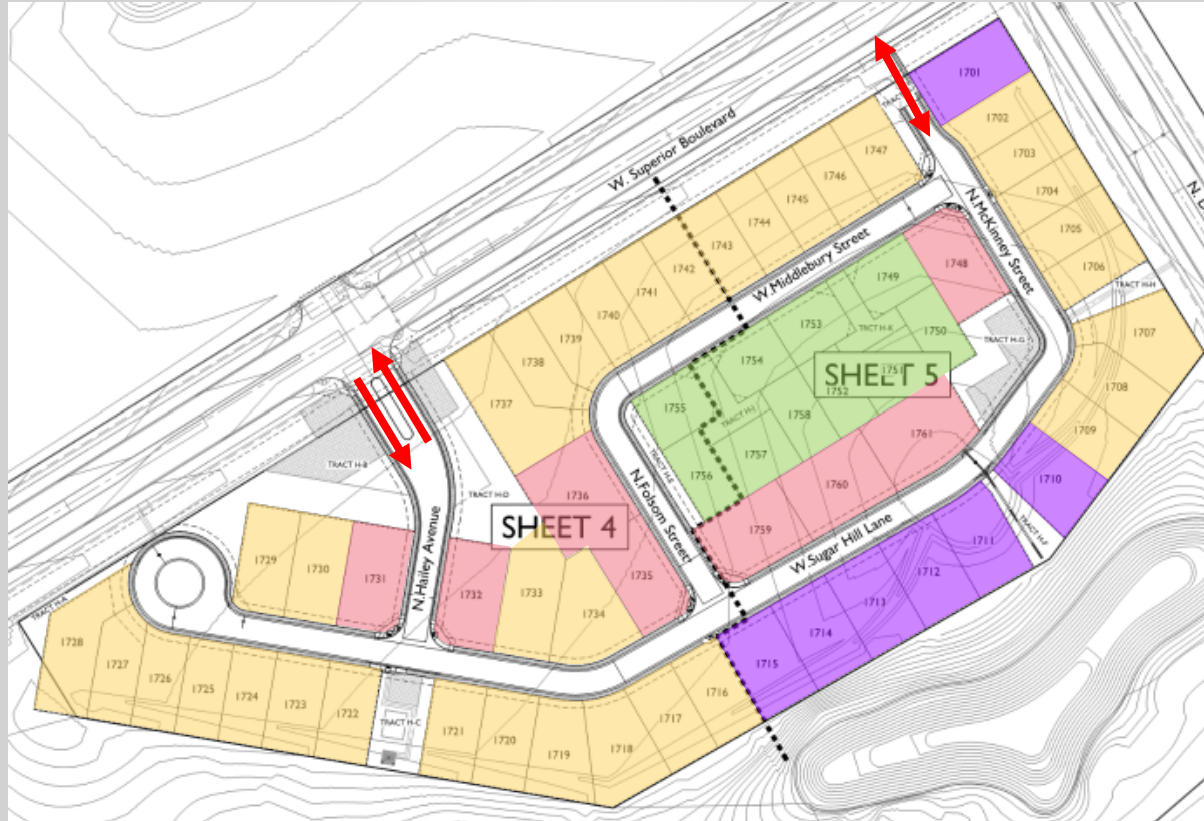
Preliminary Plat

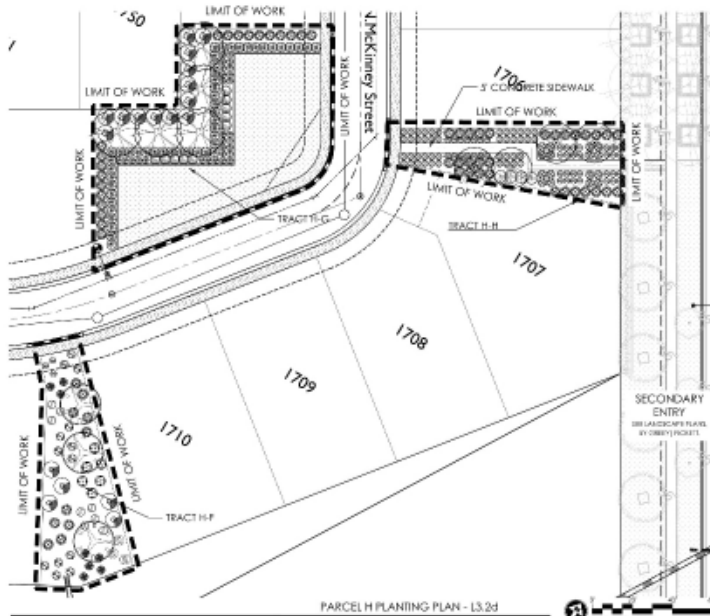
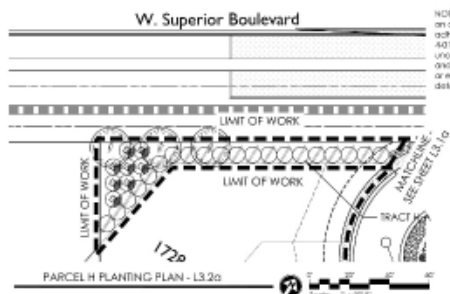
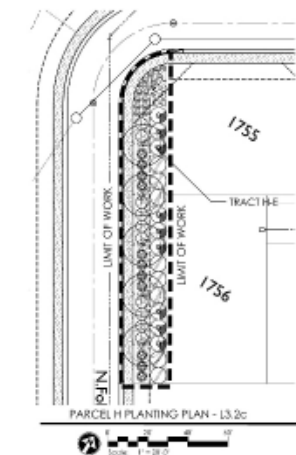
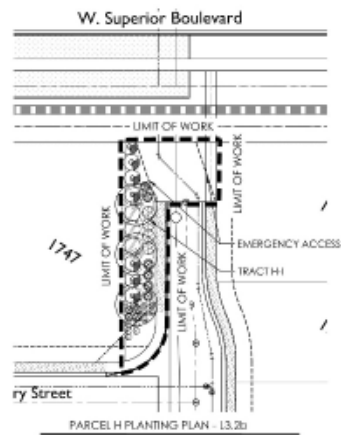


TYPICAL 5-PACK LOT SETBACKS
LOT CATEGORY 'E'

N.T.S.
 (24' TRACT WILL INCLUDE SEWER,
 WATER, AND UTILITY EASEMENT)

FS21-080 Unit H Preliminary Plat





NOTE: Sign distance requirements on canopies and collections will adhere to City of Surprise Detail 401. Sign validity within the undivided view momentary area and in front of stop sign must meet or exceed requirements in Surprise details 401 and 402.

PLANT MATERIALS LEGEND

Symbol	Plant Name	Quantity	Notes
1	Platanus	1	
2	Platanus	1	
3	Platanus	1	
4	Platanus	1	
5	Platanus	1	
6	Platanus	1	
7	Platanus	1	
8	Platanus	1	
9	Platanus	1	
10	Platanus	1	
11	Platanus	1	
12	Platanus	1	
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99	Platanus	1	
100	Platanus	1	

GREEN PICKETT
landscape architecture community design
1000 N. GAVIN AVENUE, SUITE 100
SURPRISE, ARIZONA 85084
PH: 602.933.1111 FAX: 602.933.1112



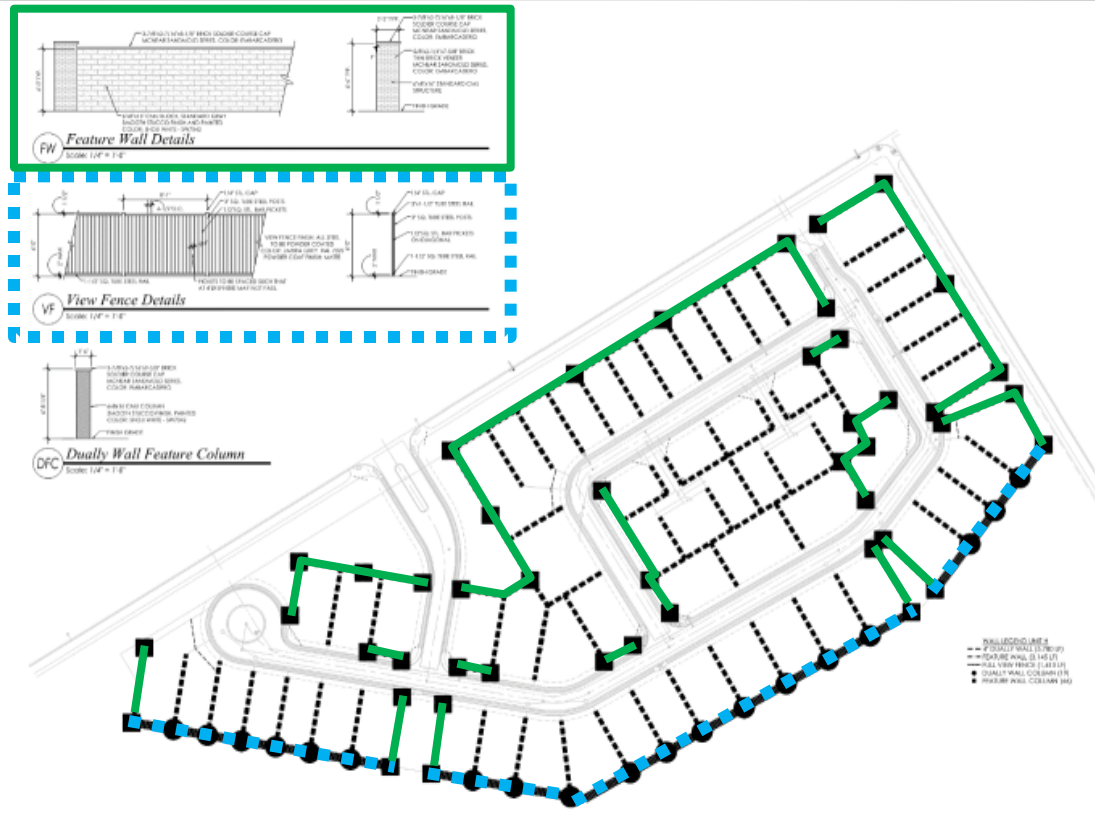
PRASADA
Prasada H
SURPRISE, ARIZONA

Toll Brothers
Toll Brothers
Toll Brothers

DATE: 11/11/2011
TIME: 11:29 AM
PROJECT: PRASADA H
SHEET: 04 OF 06
FILE: PRASADA H
PLOT: 04 OF 06

FS21-080 Unit H Landscape

FS21-080 Unit H Landscape



FS21-080 Unit H Concept

Unit H

Unit Total - 61

Parcel Size - 13.56 Acres

Right of Way Width - 40'

Roadway Width - 30' boc to boc



Toll Brothers
America's Luxury Home Builder™

sterling
GROVE

0' 30' 60' 90'
SCALE: 1" = 80'
GREEY|PICKETT

Commission Recommendation:

Approve subject to stipulations 'a' through 'c'



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 7, 2021

Contact Person: Michael Boule, ASST
DIRECTOR-UTILITY OPERATION

Submitting Department: Water Resource
Management

District: Internal

Staff Recommendations: None

Consent: No

Regular: No

Public Hearing: No

Report/Discussion: Yes

Agenda Wording:

Presentation and discussion pertaining to an update of the City's Drought Preparedness Plan.

Motion:

N/A

Background:

The Arizona Department of Water Resources (ADWR) requires community water systems in Arizona to submit Drought Preparedness Plans (DPPs) to ADWR every five years. The DPP Plan must state specific measures to reduce water demands in response to defined drought conditions. ADWR also requires community water systems to identify and describe drought stages and triggers, emergency sources of water, customer communication strategies, and other planning actions.

Water Resource Management staff prepared the City's current drought plan in 2008, and subsequently renewed without significant modification in 2015. The current plan defines drought trigger levels based on annual water level declines measured at specific wells in the planning area. The City is taking a fresh approach to drought planning by considering Colorado River shortages in addition to groundwater level monitoring.

Objective Analysis:

This plan will allow the City to implement strategies and measures to protect water supplies and respond to conditions related to shortages in water supplies.

Policy Compliant:

This item is policy compliant and is consistent with the Water Resource Management Policies along with established Municipal Code.

Financial Impact:

Total estimated ongoing operational and maintenance will not be affected by this plan.

Budget Impact:

The funding source in the current fiscal year and future fiscal years will be the Water Operations fund.

FTE Impact:

N/A

ATTACHMENTS:

1. DPP 2021 Update
 2. DPP Council Presentation
-



SURPRISE

ARIZONA

**Community Water Systems
Drought Preparedness and Resiliency Plan**

2021 Update

**City of Surprise
Water Resource Management
16000 N. Civic Center Plaza
Surprise, AZ 85374
623.222.7000**

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PREAMBLE

Purpose and Scope

In May of 2005, the Arizona Legislature passed House Bill 2277, *Water Supply Planning and Water Use Reporting for Community Water Systems in the State of Arizona*. In adherence to the Arizona Drought Preparedness Plan issued by the Governor of Arizona, the City of Surprise and all community water systems participating in this Drought Preparedness and Resiliency Plan submit the following:

The purpose of this Drought Preparedness and Resiliency Plan (Plan) is to provide coordination for the following participants: EPCOR, Liberty Utilities, Chaparral Water Company, City of El Mirage, City of Surprise, Saguaro Acres Homeowner's Association, and Saguaro View Homeowner's Association. This group will be referenced as the Community Water Systems (CWS) in this report.

The Community Water Systems (CWS) and the City of Surprise (City) will work together using this Plan during drought conditions by establishing both **voluntary** and **mandatory** responses that are applicable to all persons, residents and property served by the City Water Resource Management Department and participating CWS in the City's Special Planning Areas. Refer to Map 1 in the Appendix for participating water service providers and planning areas.

The provisions in this Plan allow the City and CWS to monitor and manage water use by existing and future developments within its jurisdictional boundaries to ensure that (i) the water resources available to the City and participating CWS are put to the maximum beneficial use, and (ii) the waste or unreasonable use of water is prevented. The City may make amendments to this document as necessary in an effort to meet the intended purpose, objectives, and goals of the Plan.

Additionally, the provisions of this Plan are codified via Article VII of the Surprise Municipal Code. Although the code provides the means of inciting civil and criminal charges, it will always be the intent of the Water Resource Management Department to use education and communication as our first line of defense should this Plan be enacted.

Introduction

The City and participating CWS recognize the necessity for the protection of their water supply and are committed to providing quality water services to their residents and businesses. The Plan ensures that the City and participating CWS have best management practices in place to minimize the negative impacts of long term water shortages. This Plan provides procedures and strategies for when our water supplies are at risk of not meeting our customer demand. Specifically, the Plan provides ways for the

City and participating CWS, businesses, and customers to aid in water demand reductions when a drought or shortage occurs.

DROUGHT PLAN ADMINISTRATION

Since it is evident that drought is not a constant nor totally predictable condition or duration there are multiple stages of drought, and therefore differing levels of reduction strategies.

Drought Triggers

Drought triggers indicate a decrease in water supply requiring a reduction in water demand. Since the City and participating CWS rely on a combination of groundwater and surface water sources, groundwater levels and the Colorado River status as determined by the Bureau of Reclamation (BOR) will serve as the primary indicators used for administering the Plan. A baseline for the aquifer water level will be set and then the aquifer will be monitored for any precipitous or extraordinary unforeseen drops in groundwater levels. To monitor groundwater levels, “beacon” wells will be utilized to provide geographical representation of the aquifer(s) throughout Surprise. These wells include (however, are not limited to) Ashton Ranch (SPA 1), Orchards (SPA 1), Surprise Point (SPA 1), Desert Oasis 1 and 2 (SPA 2), and Buena Vista 1 and 2 (SPA 3) and provide geographical representation for each of the current Special Planning Areas (SPAs).

The status of the Colorado River is reported by the BOR every August for the following calendar year, this status will also be taken into account as a baseline indicator for implementing the Plan. In August of every year, the BOR evaluates the water level in Lake Mead and determines if it will be operating in a shortage condition for the following calendar year. If this is the case, the Secretary of Interior (SOI) will then make a shortage declaration for the following calendar year. The Shortage Declaration thresholds are based upon water surface elevations within Lake Mead. These tier and lake elevation thresholds are as follows:

- Tier 0 – 1,090’
- Tier 1 – 1,075’
- Tier 2 – 1,050’
- Tier 2b – 1,045’
- Tier 3 – 1,025’

Within each of these tiers, reductions to Arizona’s supply of Colorado River water will be realized by the priorities established within the Lower Basin Drought Contingency Plan. Surprise would not see a reduction to its Central Arizona Project (CAP) allocation until a Tier 2b scenario.

Drought Stages

The Plan includes five drought response stages ranging from Stage 0 to Stage 4. Drought stages lead to increasing strategies and actions for reducing water demand. Stage 0 is where the City will remain at all times unless the Plan is implemented. Once a drought response has been declared, progression through stages 1, 2, 3 and 4 will be initiated based on the appropriate drought triggers.

Demand Reduction Strategies

Demand Reduction Strategies incorporate a variety of measures to reduce the demand of drinking water (potable water). Water demand reduction during a drought may incorporate both voluntary and mandatory measures.

The Plan includes five (5) levels of Demand Reduction Strategies correlating to each Trigger. In addition, the Demand Reduction Strategies will be divided into three (3) categories. The first category will cover Municipal water users. The second category will cover Residential, and the third category will cover Industrial and Commercial users.

Drought Stage Declaration

The City Manager, or a designee, is hereby authorized to declare drought stages, and during any drought stage declaration the City Manager may apply alternative water use restrictions to those prescribed by this article, which may be necessary to achieve a desired reduction in water use. The participating CWS will be apprised of a change in drought stage before the City Manager makes the official announcement.

The declaration of a drought stage will trigger an intensive public education and information campaign by the City to assist all residents with understanding the drought stage and the application of voluntary and mandatory water use restrictions. During all drought stages, the City Manager or a designee shall monitor the City's use of water to ensure compliance with the Plan, and the participating CWS will monitor their water usage in their communities.

Chain of Command

The Water Resource Management Director is charged with communicating the drought status and any action associated with implementing the Plan to the City Manager. The Water Resource Management Director will also communicate with other CWS leadership in the event that any action associated with implementing the Plan is initiated.

Emergency Water Supply

Emergency water supply can come from multiple sources. The City has four interconnects. Two are with the City of El Mirage and two are with EPCOR Water. (See

Map 1 in the Appendix). In addition, the City has identified resources for transporting drinking water for participants of the Plan. A list of these resources will be maintained by the City and provided to participating CWS's as requested. The City will assist with emergency water as necessary and based on ability if any of the CWS experience a reduction in their drinking water supply.

Water Supply

The City and participating CWS water supply comes from the West Salt River Valley Aquifer and the Hassayampa Aquifer (See Map 2 in the Appendix.) The groundwater is returned to the aquifer by recharge basins throughout the City's municipal planning area. The City has been recharging groundwater since 2003. In addition to groundwater, some of the CWS also utilize surface water (CAP Water) for direct delivery to customers.

DROUGHT PLAN IMPLEMENTATION

Public Information

Communicating with the public is an integral component of this Plan. The following are options considered for public outreach.

- Water Bill Inserts
- Public Service Announcements and Paid Advertising
- Classroom Presentations
- Drought Pamphlets and Other Promotional Materials
- Arizona Department of Water Resources Drought Website
- Public Workshops and Home Owners Association Meetings
- Drought Information Center on City Website
- Public Advisory Committee
- Other Government Access Channels and Media

The City will provide timely information explaining the drought situation to raise awareness and solicit cooperation from the public and business community. The City and participating CWS will assist each other on communicating with their residents and customers if there is a water emergency.

Public Education for Voluntary Reduction

The goal of a good public education program is to generate an appropriate level of public awareness that results in desired participation. While recognizing the City and participating CWS live in a desert with a limited supply of water, the City and participating

CWS will need to go above and beyond their normal conservation efforts during a drought situation. The first step will be to highlight the drought situation and the need for immediate cutbacks in water usage. The second step will be to increase water conservation messaging emphasizing the appropriate demand reduction strategies.

Municipal Use Restrictions

The City will be the first to implement water conservation and drought efforts through internal communications and vigilant operations. The amount of municipal water use is relatively small and restrictions are not expected to produce a large volume of savings. However, essential steps will be taken to establish the City as a leader in the drought effort.

Outdoor Use Restrictions and Bans

Approximately 47% of the potable water served by the City in its water service area is consumed outdoors. Therefore, outdoor water use restrictions are the focus of water demand reduction measures found in the Drought Plan Measure tables.

DROUGHT PLAN TRIGGERS

Stage 0 Trigger

This stage relates to the status in Surprise, whereas the area is an arid desert region, with limited rainfall, and has been experiencing an official drought since 1999. The purpose of this stage is for the Water Resource Management Department to manage water conservation efforts through effective demand management and targeted communication and education.

Stage 1 Trigger

Either or both of the following: (1) any CAP reductions to lower basin users due to declared shortage on the Colorado River; (2) a downward trend in groundwater levels at a beacon well exceeding 4' in one year.

Stage 2 Trigger

Either or both of the following: (1) CAP reductions to municipal priority subcontracts due to shortage on the Colorado River; (2) a downward trend in groundwater levels at multiple beacon wells exceeding 8' in one year.

Stage 3 Trigger

Either or both of the following: (1) severe CAP reductions to municipal priority subcontracts due to sustained shortage on the Colorado River; (2) a downward trend in groundwater levels at multiple beacon wells exceeding 12' in one year.

Stage 4 Trigger

Any of the following: (1) severe CAP reductions to municipal priority subcontracts due to sustained shortage on the Colorado River; (2) a downward trend in groundwater levels at multiple beacon wells exceeding 16' in one year; (3) use of Emergency Water Supply.

DROUGHT PLAN MEASURES

Actions Definitions

Encourage – suggest measure, not require

Expand – expand beyond current channels

Initiate – begin efforts

Limit – limit the use

Prohibit – forbid the use

Require – enforce measure

X - Standard Practice

Municipal Drought Plan Measures

Customer		Response Options	Stage 0	Stage 1	Stage 2	Stage 3	Stage 4
Municipal	A	Public information/awareness campaign	Initiate	Expand	Expand	Expand	Expand
	B	Educate staff on indoor/outdoor water saving techniques	Initiate	Expand	Expand	Expand	Expand
	C	Reduce/eliminate irrigation for parks and landscaping		Initiate	Expand	Expand	Expand
	D	Implement policy guidelines/limitations for installation of new sod and/or other landscaping	Encourage	Initiate	Expand	Expand	Expand
	E	Limit use of ornamental fountains		Limit	Prohibit	Prohibit	Prohibit
	F	Limit use of splash pads		Limit	Prohibit	Prohibit	Prohibit
	G	Conduct indoor water efficiency checks	Initiate	Expand	Expand	Expand	Expand
	H	Limit/prohibit washing of fleet vehicles			Limit	Limit	Limit
	I	Limit hydrant flushing for non-water quality issues			Limit	Limit	Limit
	J	Limit use of water for fire training			Limit	Limit	Limit
	K	Eliminate all fire hydrant uses except those required for public safety					Prohibit

Residential Drought Plan Measures

Customer		Response Options	Stage 0	Stage 1	Stage 2	Stage 3	Stage 4
Residential	A	Educate customers on indoor/outdoor water saving techniques	Expand	Expand	Expand	Expand	Expand
	B	Promote conservation with respect to operation and maintenance of swimming pools (cover, leak repair)	x	x	x	x	x
	C	Enforce restrictions on spraying of impervious surfaces			x	x	x
	D	Limit/prohibit new sod, overseeding, and/or new landscaping	Encourage	Encourage	Limit	Prohibit	Prohibit
	E	Enforce existing water conservation ordinances, e.g., water-waste fines		x	x	x	x
	F	Time of day landscape irrigation		Encourage	Expand	Expand	Expand
	G	Limit/prohibit installation of new sod, seeding, and/or other landscaping		Encourage	Limit	Limit	Prohibit
	H	Limit/prohibit use of misting systems		Encourage	Limit	Limit	Prohibit
	I	Limit/prohibit vehicle washing		Encourage	Limit	Limit	Prohibit
	J	Limit/Prohibit use of ornamental fountains		Encourage	Limit	Prohibit	Prohibit

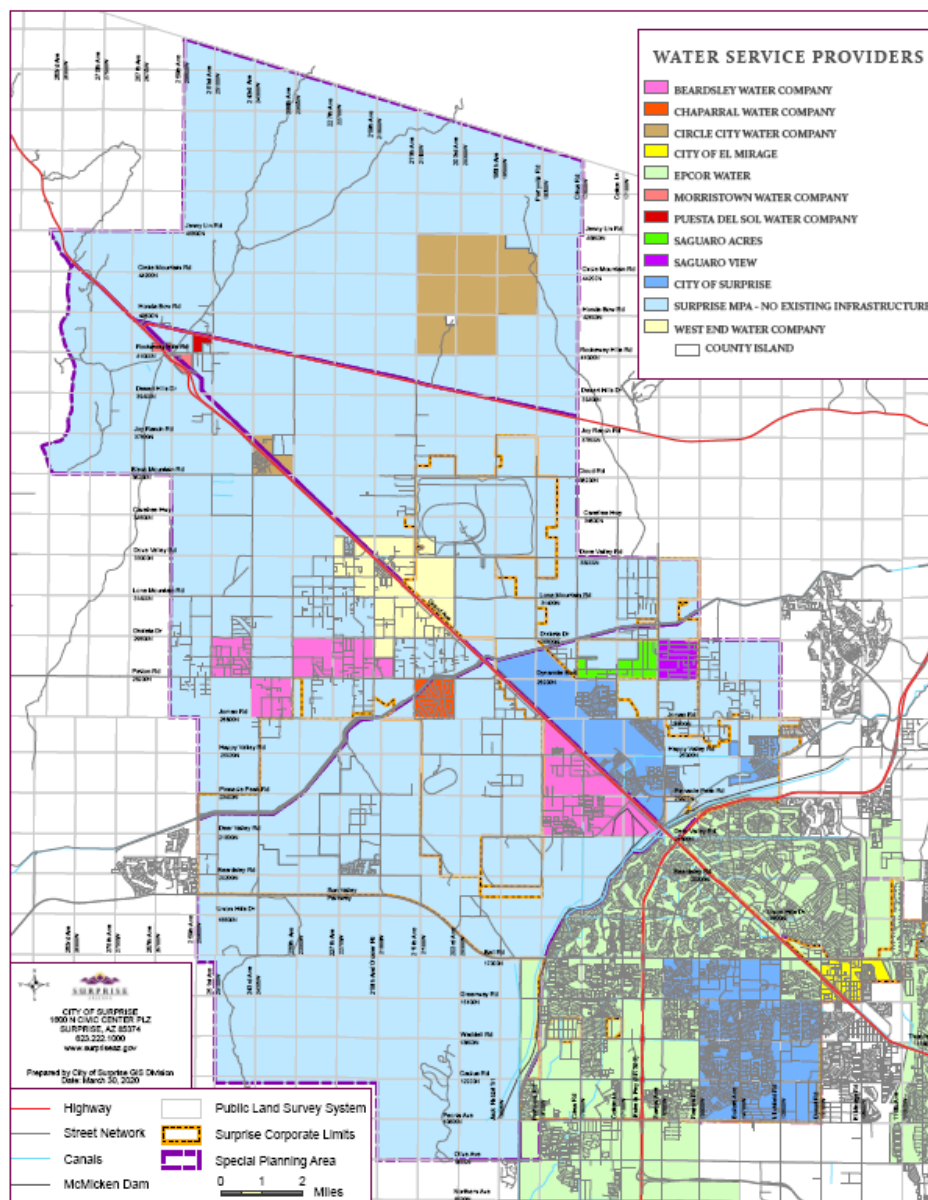
Non-Residential Drought Plan Measures

Customer		Response Options	Stage 0	Stage 1	Stage 2	Stage 3	Stage 4
Non-residential	A	Educate customers on indoor/outdoor water saving techniques		Initiate	Expand	Expand	Expand
	B	Limit indoor and outdoor ornamental fountains		Encourage	Limit	Prohibit	Prohibit
	C	Promote indoor and outdoor water efficiency checks		Promote	Promote	Promote	Promote
	D	Promote conservation with respect to operation and maintenance of swimming pools (cover, leak repair)		Encourage	Expand	Expand	Expand
	E	Promote/enforce providing water in restaurants only upon request		Encourage	Encourage	Enforce	Enforce
	F	Promote/enforce signage for reduction in frequency of linen and towel washing in hotels		Encourage	Encourage	Require	Require
	G	Limit/prohibit overseeding for winter lawn		Encourage	Limit	Prohibit	Prohibit
	H	Limit/prohibit misting systems		Encourage	Limit	Limit	Prohibit
	I	Establish policy guidelines/limitations for installation of new sod		Initiate	Expand	Expand	Expand
	J	Enforce landscape watering restrictions (water waste fines)		Initiate	Expand	Expand	Expand
	K	Limit/prohibit dealership & commercial washing of vehicles			Limit	Limit	Limit
	L	Require new home builders to display free low-water-use landscaping information such as a rack card with links in sales offices	Encourage	Initiate	Require	Require	Require
	M	Limit/prohibit water-cooled space operating below 2 CoCs					x
	N	Enforce restrictions on spraying of impervious surfaces	x	x	x	x	x
	O	Prohibit commercial water haulers		Initiate	Prohibit	Prohibit	Prohibit
	P	Enforce/prohibit use of construction water	Encourage non-potable use	Encourage non-potable use	Limit	Limit	Limit

APPENDIX

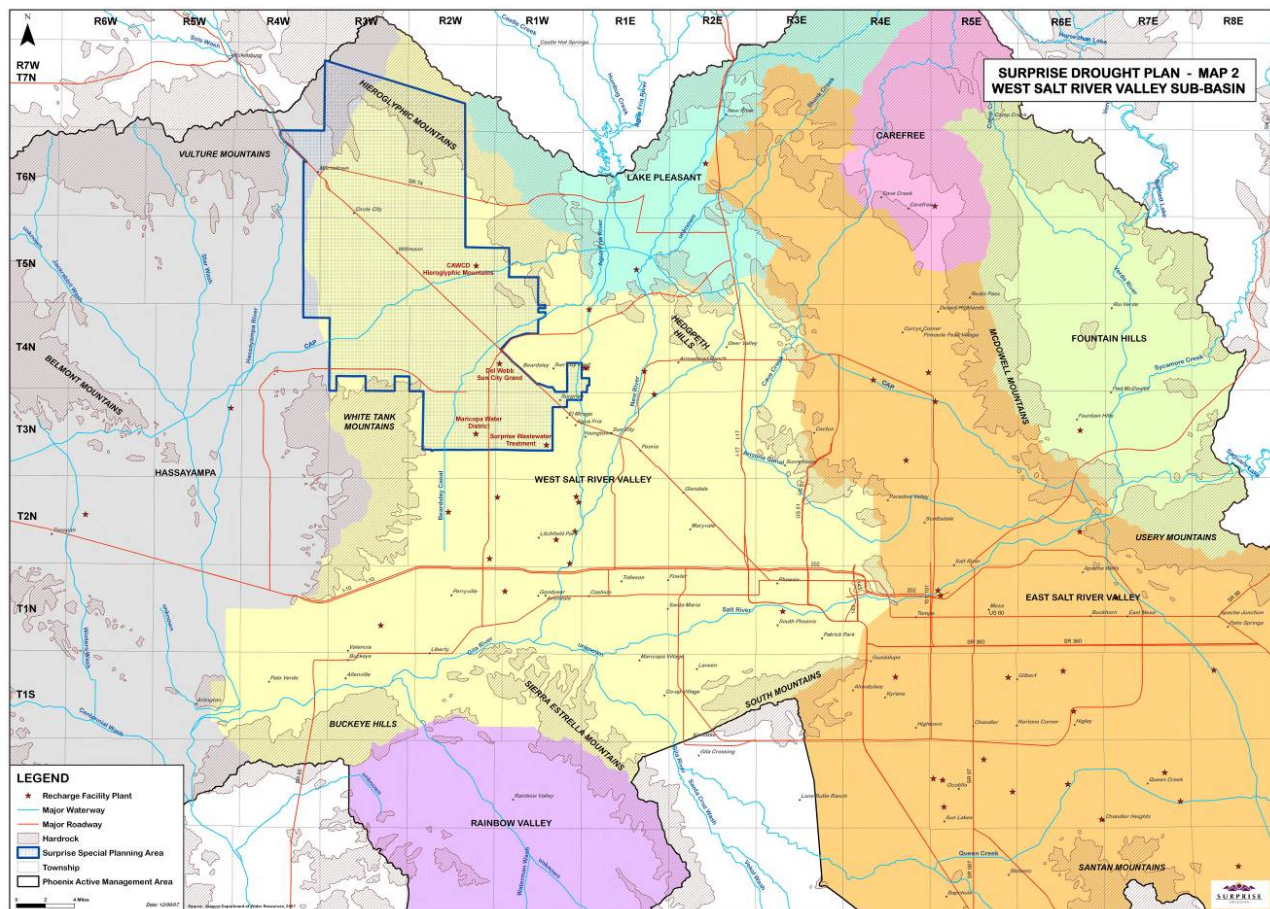
Map 1 - Surprise Special Planning Area

Surprise Special Planning Area (SPA) contains eleven Water Service Providers, including Beardsley Water Company, Chaparral Water Company, Circle City Water Company, City of El Mirage, EPCOR Water, City of Surprise, Morristown Water Company, Puesta Del Sol Water Company, Saguaro Acres, Saguaro View, and West End Water Company. Four Mutual Aid Interconnects (MAIs) exist along City of Surprise water service area boundary. Two MAIs are located between City of Surprise and EPCOR water service areas, and the other two MAIs are located on Dysart Road between City of Surprise and City of El Mirage water service areas. Water lines with a pipe size of 10-inch in diameter or above are also displayed on the map. (GIS data source: City of Surprise, 2007)



Map 2 - West Salt River Valley Sub-basin

The Phoenix Active Management Area contains seven sub-basins, including West Salt River Valley, Hassayampa, Lake Pleasant, Carefree, Fountain Hills, East Salt River Valley, and Rainbow Valley Sub-basins. Surprise SPA lies in the northwest portion of the West Salt River Valley Sub-basin and encompasses the northeastern portion of Hassayampa Sub-basin, as shown on the map. Four recharge facilities, or Underground Storage Facilities, are located within Surprise Special Planning Area. These include CAWCD Hieroglyphic Mountains, Del Webb Sun City Grand, Maricopa Water District, and Surprise Wastewater Treatment. (GIS data source: Arizona Department of Water Resources, 2007)



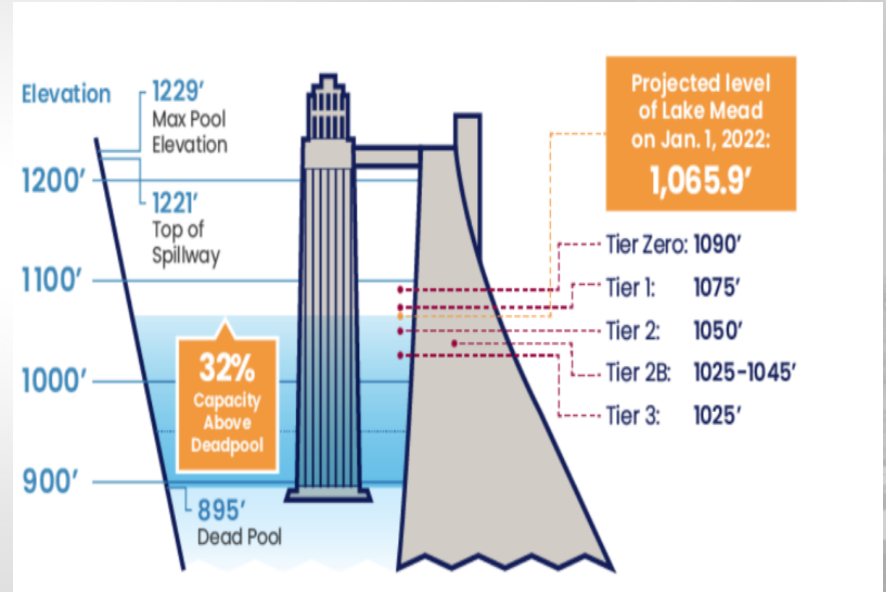


Water Resource Master Plan Update

Water Resource Management

OFFICIAL BUREAU OF RECLAMATION UPDATE

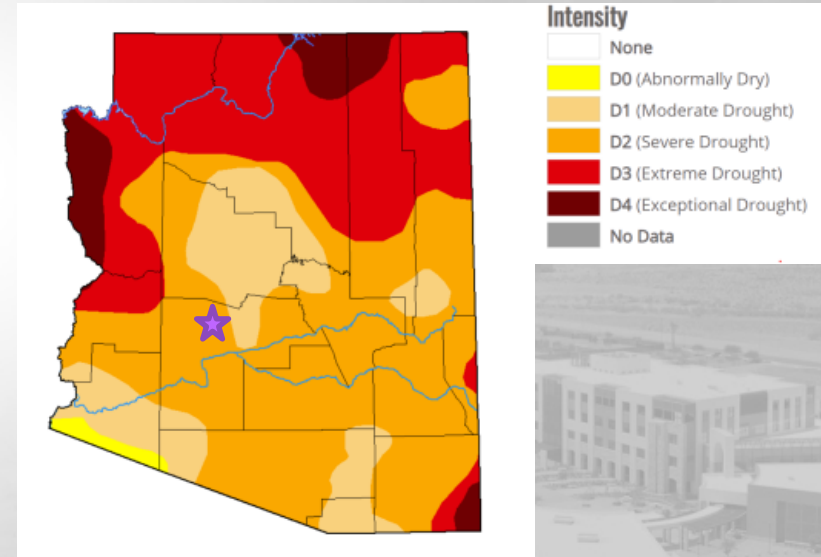
- August 16, 2021 Announcement - Effective January 1, 2022
- What does it mean for CAP users?
 - CAP Presentation Recap
- What does it mean for Surprise?
 - Education & Outreach
 - Demand Management
 - Preparedness
- Next Steps
 - April 2022, 24 Month Study Results



Drought Preparedness Plan

What is a Drought Preparedness Plan?

- Mandated by Arizona Department of Water Resources (ADWR)
- Requires update every 5 years
- Strategy/plan facing water shortage
- History of Current Plan
- Overarching goals for the updated plan



ADWR Monthly Drought Status
Summary – July 2021

Drought Preparedness Update

- Overall Strategy - Use existing framework, focus on education and preparedness. Ensure consistency with other utility providers.
- Regional Consistency - plan is specific to all of Surprise, not just our water service area.
- Authority - City Manager or Designee
- Triggers Associated with Implementing Response Stages
 - Groundwater level
 - Colorado River status (tier system)
- Response Actions

DROUGHT PLAN TRIGGERS

Stage 0 Trigger

This stage relates to the status in Surprise, whereas the area is an arid desert region, with limited rainfall, and has been experiencing an official drought since 1999. The purpose of this stage is for the Water Resource Management Department to manage water conservation efforts through effective demand management and targeted communication and education.

Stage 1 Trigger

Either or both of the following: (1) any CAP reductions to lower basin users due to declared shortage on the Colorado River; (2) a downward trend in groundwater levels at a beacon well exceeding 4' in one year.

Stage 2 Trigger

Either or both of the following: (1) CAP reductions to municipal priority subcontracts due to shortage on the Colorado River; (2) a downward trend in groundwater levels at multiple beacon wells exceeding 8' in one year.

Stage 3 trigger

Either or both of the following: (1) severe CAP reductions to municipal priority subcontracts due to sustained shortage on the Colorado River; (2) a downward trend in groundwater levels at multiple beacon wells exceeding 12' in one year.

Stage 4 trigger

Any of the following: (1) severe CAP reductions to municipal priority subcontracts due to sustained shortage on the Colorado River; (2) a downward trend in groundwater levels at multiple beacon wells exceeding 16' in one year; (3) use of Emergency Water Supply.

MUNICIPAL RESPONSES

Actions definitions

X - Standard Practice

Initiate – begin efforts

Expand – expand beyond current channels

Encourage – suggest measure, not require

Limit – limit the use

Prohibit – forbid the use

Require – enforce measure

Customer		Response Options	Stage 0	Stage 1	Stage 2	Stage 3	Stage 4
Municipal	A	Public information/awareness campaign	Initiate	Expand	Expand	Expand	Expand
	B	Educate staff on indoor/outdoor water saving techniques	Initiate	Expand	Expand	Expand	Expand
	C	Reduce/eliminate irrigation for parks and landscaping		Initiate	Expand	Expand	Expand
	D	Implement policy guidelines/limitations for installation of new sod and/or other landscaping	Encourage	Initiate	Expand	Expand	Expand
	E	Limit use of ornamental fountains		Limit	Prohibit	Prohibit	Prohibit
	F	Limit use of splash pads		Limit	Prohibit	Prohibit	Prohibit
	G	Conduct indoor water efficiency checks	Initiate	Expand	Expand	Expand	Expand
	H	Limit/prohibit washing of fleet vehicles			Limit	Limit	Limit
	I	Limit hydrant flushing for non-water quality issues			Limit	Limit	Limit
	J	Limit use of water for fire training			Limit	Limit	Limit
	K	Eliminate all fire hydrant uses except those required for public safety					Prohibit

RESIDENTIAL

Customer		Response Options	Stage 0	Stage 1	Stage 2	Stage 3	Stage 4
Residential	A	Educate customers on indoor/outdoor water saving techniques	Expand	Expand	Expand	Expand	Expand
	B	Promote conservation with respect to operation and maintenance of swimming pools (cover, leak repair)	x	x	x	x	x
	C	Enforce restrictions on spraying of impervious surfaces			x	x	x
	D	Limit/prohibit new sod, overseeding, and/or new landscaping	Encourage	Encourage	Limit	Prohibit	Prohibit
	E	Enforce existing water conservation ordinances, e.g., water-waste fines		x	x	x	x
	F	Time of day landscape irrigation		Encourage	Expand	Expand	Expand
	G	Limit/prohibit installation of new sod, seeding, and/or other landscaping		Encourage	Limit	Limit	Prohibit
	H	Limit/prohibit use of misting systems		Encourage	Limit	Limit	Prohibit
	I	Limit/prohibit vehicle washing		Encourage	Limit	Limit	Prohibit
	J	Limit/Prohibit use of ornamental fountains		Encourage	Limit	Prohibit	Prohibit

NON-RESIDENTIAL (HOA & COMMERCIAL)

Customer		Response Options	Stage 0	Stage 1	Stage 2	Stage 3	Stage 4
Non-residential	A	Educate customers on indoor/outdoor water saving techniques		Initiate	Expand	Expand	Expand
	B	Limit indoor and outdoor ornamental fountains		Encourage	Limit	Prohibit	Prohibit
	C	Promote indoor and outdoor water efficiency checks		Promote	Promote	Promote	Promote
	D	Promote conservation with respect to operation and maintenance of swimming pools (cover, leak repair)		Encourage	Expand	Expand	Expand
	E	Promote/enforce providing water in restaurants only upon request		Encourage	Encourage	Enforce	Enforce
	F	Promote/enforce signage for reduction in frequency of linen and towel washing in hotels		Encourage	Encourage	Require	Require
	G	Limit/prohibit overseeding for winter lawn		Encourage	Limit	Prohibit	Prohibit
	H	Limit/prohibit misting systems		Encourage	Limit	Limit	Prohibit
	I	Establish policy guidelines/limitations for for installation of new sod		Initiate	Expand	Expand	Expand
	J	Enforce landscape watering restrictions (water waste fines)		Initiate	Expand	Expand	Expand
	K	Limit/prohibit dealership & commercial washing of vehicles			Limit	Limit	Limit
	L	Require new home builders to display free low-water-use landscaping information such as a rack card with links in sales offices	Encourage	Initiate	Require	Require	Require
	M	Limit/prohibit water-cooled space operating below 2 CoCs					x
	N	Enforce restrictions on spraying of impervious surfaces	x	x	x	x	x
	O	Prohibit commercial water haulers		Initiate	Prohibit	Prohibit	Prohibit
	P	Enforce/prohibit use of construction water	Encourage non-potable use	Encourage non-potable use	Limit	Limit	Limit



Connection to City Code

Surprise Municipal Code: Chapter 58-701

“The administrative Community Water Systems Drought Contingency Plan ("drought plan") incorporates the policies, rules, duties, penalties and plans for the city to be implemented during a declared drought. **The drought plan shall be reviewed and updated as necessary** to assist the city and region in maintaining a sustainable water supply.”

Surprise Municipal Code: Chapter 58-704

“The drought plan outlines drought stages and alert levels. The provisions of this division and the drought plan shall apply to all persons, customers, and property served within the city incorporated boundaries.”

Next Steps

- Finalize Drought Preparedness Plan
- Submit Document to Arizona Department of Water Resources
- Present final document to Council for acceptance
- Recommend transitioning into Stage 1 on January 1, 2022



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 7, 2021

Contact Person: Robert Wingo, CITY
ATTORNEY

Submitting Department: City Clerk

District: Internal

Staff Recommendations: None

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

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).

Motion:

I move to recess into executive session for the purpose noticed.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:
