



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

Tuesday, October 5, 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

Domestic Violence Awareness Month Proclamation

E. City Manager Report

F. City Clerk Report

G. Call To The Public

INSTRUCTIONS: In order to address the City Council, you will need to fill out a Call to the Public Form available at the front counter, and then turn it in to the City Clerk before the meeting begins.

[Download the Call to the Public form](#) (PDF download requires Adobe Acrobat Reader)

[Fill out the Call to the Public form online](#) If submitting form electronically, please submit to City Clerk at least one hour before the meeting start time.

The Call to the Public form is also available at the front counter.

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

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

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

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

- | | | | |
|----|------------|--|---|
| 1. | Citywide | Consideration and action on the minutes of September 21, 2021 Regular City Council work Session, Regular City Council Meeting and Executive Session. | None

Sherry Aguilar
City Clerk |
| 2. | District 1 | Consideration and action pertaining to approval of the Final Re-Plat entitled, "Mesquite Mountain Ranch Phase 1" an approximately 105 acre property generally located north of Beardsley Road and east of 227th Avenue in Mesquite Mountain Ranch; Resolution # 2021-154.. | None

Robert Kuhfuss
Community Development |
| 3. | District 1 | Consideration and action declaring the City's intention of establishing a street light improvement district entitled, "City of Surprise, Arizona, SU-Mesquite Mnt Rnch 155 Lighting Improvement District" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution # 2021-140. | None

Mike Gent
Public Works |
| 4. | District 1 | Consideration and action declaring the City's intention of establishing a street light improvement district entitled, "City of Surprise, Arizona, SU-Tierra Rico 180 Lighting Improvement District" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution #2021-145. | None

Mike Gent
Public Works |
| 5. | Internal | Consideration and action pertaining to approval of a Fiscal Year 2022 budget amendment moving budget authority in the amount of \$148,100 for the purpose of transferring budgeted salaries for two positions and associated program funds from the Human Services and Community Vitality (HSCV) Department and \$113,900 for one position from the Sports and Tourism Department to the Parks and Recreation Department, and \$4,000 from HSCV to Parks and Recreation within the Donations Fund, as well as the reclassification of three part-time equivalent positions to full-time equivalent positions within the Parks and Recreation Department; Resolution #2021-151. | None

Parks and Recreation |
| 6. | Citywide | Consideration and action pertaining to acceptance of the 2021 Justice Assistance Grant (JAG) and amending the FY2022 budget by moving budget authority of \$10,300 from Contingency to Project G31224 FY2022 JAG Grant; Resolution # 2021-149. | None

Benny Pina
Police |
| 7. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2022 budget by moving budget authority in the amount of \$13,400 within the Grants Fund for the purpose of accepting two grants from the Arizona Governor's Office of Highway Safety (GOHS) to advocate for child seat safety and youth alcohol awareness; Resolution # 2021-152. | None

Tom Abbott
Fire - Medical |

REGULAR AGENDA ITEM - PUBLIC HEARING:

- | | | | |
|-----|------------|---|---|
| 8. | District 1 | Consideration and action pertaining to approval of a Comprehensive Sign Program for The Marketplace at Asante, located on the northwest corner of 163rd Avenue and Pat Tillman Boulevard; Case FS21-391. | None

Sergio Angulo
Community
Development |
| 9. | District 1 | Consideration and action pertaining to approval of the annexation of approximately 19.896 acres for Windstone Ranch North, a property generally located north of Happy Valley Road and west of 151st Avenue; Ordinance # 2021-20. (Case FS21-209) | None

Sergio Angulo
Community
Development |
| 10. | District 1 | Consideration and action pertaining to approval of a rezone of approximately 19.89 acres from Rural Residential (RR) to Residential Low Density (R-1) for Windstone Ranch North, a property generally located north of Happy Valley Road and west of the 151st Avenue alignment; Ordinance # 2021-13. | None

Sergio Angulo
Community
Development |

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|-----|----------|---|--|
| 11. | Internal | Consideration and action pertaining to approval of an Employment Agreement with Bob Wingenroth appointing him City Manager upon vacancy pursuant to Surprise Municipal Code Section 2-120. | None

Donna Meuse
Human Resources |
| 12. | Internal | Presentation and discussion pertaining to the FY2021 Financial Status Report through June 2021. | None

Andrea Davis
Finance |
| 13. | Citywide | Consideration and action pertaining to approval of a Fiscal Year 2022 budget amendment moving budget authority in the amount of \$975,000 within the General Capital Projects Fund from Contingency to Project P31030: Public Safety Evidence & Readiness Center, consolidating Public Safety Election 2017 Fund Projects P31020: Police Training Facility and P31030: Public Safety Evidence & Readiness Center and renaming Project P31030: Public Safety Evidence, Readiness & Training Facility; Resolution 2021-150. | None

Mike Gent
Public Works |

I. Other Business and Future Agenda Items

J. City Council Reports

K. Executive Session

- | | | | |
|-----|----------|---|--|
| 14. | 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: THURSDAY, SEPTEMBER 30, 2021 @ 12:40 P.M.

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: October 5, 2021
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 5, 2021
Submitting Department: Mayor and Council
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:

Domestic Violence Awareness Month Proclamation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

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

Contact Person: Sherry Aguilar, City Clerk
District: Citywide

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

Agenda Wording:

Consideration and action on the minutes of September 21, 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. 92121 REG
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CITY OF SURPRISE
Regular City Council Work Session Minutes
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, September 21, 2021 @ 4:00PM

Call To Order

Roll Call

Mayor Hall called to order the Regular City Council work Session of September 21 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 Council Members: Cline, Judd, Hastings, Remley and Winters participated telephonically. (Excused - Duffy and Winters)

Staff Present: City Manager, Michael Frazier; City Attorney, Ellen Van Riper and Deputy City Clerk, Linda Stevens.

Pledge of Allegiance

Call To The Public

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation and discussion pertaining to a proposed Text Amendment to Chapter 109 of the Surprise Land Development Ordinance regarding Billboard Signs.Â Case FS21-147 - NO ACTION

City Planner, Robert Kuhfuss reported on this item. He reported on the following topics: Sign code background, proposed code language, timeline and questions or comments.

Billy Ally with Tiffany and Bosco (representing the applicant) gave a presentation regarding the Text Amendment to Chapter 109 of the Surprise Land Development Ordinance regarding Billboard Signs, the corridor, electronic messaging, LED lights and restrictions.

Council Member Cline - inquired and commented on the glow impact

Public comments:

Linda Wright - spoke in opposition of the billboard sign

David Hunter - spoke in opposition of the billboard sign

Dennis Vanderplow - spoke in opposition of the billboard sign

Debora Humpal - spoke in opposition of the billboard sign.

Council Member Hasting - thanked the applicant for the presentation, it gives us a full picture. He spoke of the comments received by the public, 100 comments on social media, no one in favor of a billboard. This is difficult to support.

Mayor Hall - commented on playing the crowd.

Council Member Remley - playing the crowd, said no last time, referred to the movie the music man. Does the city need billboards?

Mayor Hall - you have more billboards in your district than any other district in the city.

Executive Session

Adjournment

Council Member Judd made the motion to adjourn the Regular City Council Work Session of September 21, 2021 at 5:21 PM. Council Member Cline seconded the motion. Six yes votes, two excused (Duffy and Winters), 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, September 21, 2021.**

Sherry Ann Aguilar, City Clerk, MMC

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

Tuesday, September 21, 2021 @ 6:00PM

Call To Order

Invocation

Led by Pastor Steve Liebzeit.

Roll Call

Mayor Hall called to order the Regular City Council Meeting of September 21 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 Council Members: Cline, Judd, Hastings, Remley and Winters participated telephonically. (Excused - Vice Mayor Duffy)

Staff Present: City Manager, Michael Frazier; City Attorney, Ellen Van Riper and Deputy City Clerk, Linda Stevens.

Pledge of Allegiance

Willow Canyon High School-Key Club members.

City Manager Report

Ashlynn Miller and Bryson Wilke briefly address Mayor and Council about their club.

City Clerk Report

Call To The Public

CONSENT AGENDA:

Council Member Hastings made the motion to approve the consent agenda. Council Member Hastings seconded the motion. Six yes votes, one excused (Duffy), motion carried.

1. Consideration and action on the minutes of September 7, 2021 Regular City Council Work Session, Regular City Council Meeting and Executive Session - APPROVED

2. Consideration and action pertaining to the approval of the Final Plat entitled, CCV North Surprise, and dated November 24, 2020, generally located on the northeast corner of Pinnacle Peak Road and 163rd Avenue. (Case FS20-557) - APPROVED

3. Consideration and action pertaining to approval of the Condominium Plat entitled, Toll at Prasada Cottages and dated August 23, 2021, an approximately 1.4975 acre property generally located west of Cotton Lane, between Cactus Road and Pieria Avenue. (Case FS21-432) - APPROVED

4. Consideration and action pertaining to approval of the Final Plat entitled, Re-Plat of Lot 2 of Rancho Trugold and dated August 25, 2021, an approximately 40.77 acre property generally located south of Waddell Road and east of 175th Avenue. (Case FS20-060) - APPROVED

6. Consideration and action declaring the intention to enlarge an existing lighting improvement district entitled, "SU-Paradise Honors 195" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution # 2021-41 - APPROVED

7. Consideration and action pertaining to approval of the Final Plat entitled, Tierra Rico Parcel A dated May 22, 2020, an approximately 46.6 acre property generally located at northwest corner of Dale Lane and west of 171st Avenue in the Tierra Rico PAD; Resolution # 2021-137; Case FS18-485 - APPROVED

8. Consideration and action pertaining to approval of the Final Plat entitled, Tierra Rico Parcel B dated May 22, 2020, an approximately 26.35 acre property generally located north of Dale Lane and west of 171st Avenue in the Tierra Rico PAD; Resolution #2021-138; Case FS18-683 - APPROVED

9. Consideration and action pertaining to acceptance of a Drainage Easement from Randy and Catherine Brazil for roadway improvements along Peakview, near 171st avenue - APPROVED

10. Consideration and action pertaining to acceptance of a Warranty Deed from Randy and Catherine Brazil for Right of Way for roadway improvements at Peakview between 171st and 173rd Avenues - APPROVE

11. Consideration and action pertaining to acceptance of a Drainage Easement from the Lim Family Revocable Living Trust for roadway improvements along 171st Avenue and Dynamite - APPROVED

12. Consideration and action pertaining to approval of the Map of Dedication entitled, Tierra Rico; Resolution # 2021-139 - APPROVED

13. Consideration and action pertaining to acceptance of a Drainage Easement from the Steven Z Jones Living Trust, for roadway improvements along 171st Avenue and Olea Way - APPROVED

14. Consideration and action pertaining to acceptance of a Warranty Deed from Surprise Land Holdings, LLC for Right of Way for roadway improvements on Peakview between 173rd and 175th Avenues - APPROVED

15. Consideration and action pertaining to acceptance of a Drainage Easement from Surprise Land Holdings, LLC for roadway improvements along Peakview, near 171st Avenue - APPROVED

16. Consideration and action pertaining to acceptance of a Drainage Easement from John and Angela Thomas for roadway improvements along 171st Avenue near Dale Lane - APPROVED

17. Consideration and action pertaining to approval of a Fiscal Year 2022 budget amendment moving budget authority in the amount of \$106,000 within the Highway User Capital Fund from Project A61070 to Projects A61712 and A61713 for the purchase of two street sweepers; Resolution # 2021-136 - APPROVED

18. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Happy Valley Road Phase 5, generally located at W. Happy Valley Road between N. 149th Avenue and N. 155th Avenue; Resolution # 2021-141 - APPROVED

19. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Happy Valley Road Phase 6, generally located at W. Happy Valley Road between N. 147th Avenue and N. 149th Avenue; Resolution # 2021-142 - APPROVED

20. Consideration and action to designate the City of Surprise Sports and Tourism Department as the designated official Destination Marketing Organization (DMO) for the purpose of coordinating tourism promotion with the Arizona Office of Tourism (AOT); Resolution #2021-143 - APPROVED

21. Consideration and action pertaining to the approval of a Fiscal Year 2022 budget amendment moving budget authority in the amount of \$137,800 from the Contingency Fund to the Arizona Office of Tourism Fund and increase the Arizona Office of Tourism Fund revenue budget in association with anticipated increased Prop.302 funding; Resolution #2021-144 - APPROVED

REGULAR AGENDA ITEM - PUBLIC HEARING:

22. Consideration and action pertaining to approval of a proposed Text Amendment to Chapter 109 of the Surprise Land Development Ordinance regarding Class II Temporary Signs; Ordinance # 2021-16 - APPROVED

City Planner, Robert Kuhfuss reported on Ordinance 2021-16.

Council Member Remley - inquired about the deleted provisions - added provision that allows one additional sign. What was that all about?

Mr. Kuhfuss - P/Z is concerned about sign clutter, commented on changes to this type of sign after already spending 3 years on this.

Council Member Remley - currently 15 feet of the front door.

Mr. Kuhfuss - yes.

Council Member Remley - what are we proposing to change it to?

Mr. Kuhfuss - took out 1000' separation, saying that you can put your signs along the right of way if you are 20' apart not in sight triangle and not within 50' of curb return.

Council Member Judd - thank you for your years of service we wish you well. Without a business license requirement, how do we decide who's allowed to have a sign?

Mr. Kuhfuss - complicated, look at time place and manner restriction to the sign, he gave example of the challenging situations.

Council Member Judd - again, how do we decide who gets to put a sign out?

Mr. Abrams - referred to the graphic magenta, yellow for the different signs and enforcement.

Community Development Director, Chris Boyd - spoke of exemptions, churches and certain real estate.

Council Member Judd - inquired about free permits

Mr. Boyd - we can allow signs in the right of way right, it's then very difficult to regulate who puts a sign in. He spoke of enforcement and free permits.

Council Member Hastings - max number of signs for one business.

Mr. Kuhfuss - the language says in addition to the one that is 15'

No public comments were made.

Council Member Judd made the motion to approve Ordinance 2021-16.
Council Member Remley seconded the motion. Five yes votes, two excused (Duffy and Winters), motion carried.

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

23. Consideration and action pertaining to approval of a rezone of approximately 187 acres generally located south of Dynamite Boulevard and east of 163rd Avenue from Rural Residential (RR) and Planned Area Development (PAD) to Residential Low Density with a Planned Unit Development Overlay (RL-5 PUD); Ordinance # 2021-19; Case FS20-225 - APPROVED

City Planner, Sergio Angulo reported on Ordinance 2021-19.

Council Member Remley - first slide, for clarification asked for SUDC, PUD and LDO meaning.

Mr. Angulo - SUDC - Surprise unified development code, PUD - planned unit development and LDO - land development Ordinance

Council Member Hall - P/Z had modification concerns. It took time, we have to look at the applicant.

Mr. Angulo - at that point the LDO wasn't adopted.

Council Member Cline - spoke of P/Z issues and their concerns, lot area, pools. It appears they are trying to accomplish what we wanted them to accomplish.

Council Member Judd made the motion to approve Ordinance 2019-19. Council Member Judd seconded the motion. Six yes votes, one excused (Duffy), motion carried.

24. Consideration and action pertaining to approval of an amendment to the City of Surprise Budget Amendment Policies and Procedures; Resolution # 2021-98 - APPROVED

Finance Director, Andrea Davis reported on this item.

Council Member Cline made the motion to approve Resolution 2021-98. Council Member Hastings seconded the motion. Six yes votes, one excused (Duffy), motion carried,

Other Business and Future Agenda Items

City Council Reports

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

Council Member Hastings - 9-11 memorial ceremony, Meet and Greet and new Council Conversation.

Council Member Remley - no report

Council Member Cline - Meet and Greet - Arizona Traditions and Arizona Grand location on 9/27

Council Member Judd - LAFB turned 74 recently, Air Force Ball, District 6 meet and greet at Freddy's.

Mayor Hall - attended AZ League of cities and towns

Council Member Judd made the motion to recess the Regular City Council Meeting and enter into executive session at 6:54 PM. Council Member Cline seconded the motion. Five yes votes, two excused (Duffy & Winters), motion carried.

Executive Session Items

25. Consideration and action to recess into executive session to discuss and consider final candidates for appointment to the position of City Manager pursuant to A.R.S. 38-431.03(A)(1).

Adjournment

Council Member Judd made the motion to adjourn the Regular City Council Meeting of September 21, 2021 at 7:52 PM. Council Member Cline seconded the motion. Five yes votes, two excused (Duffy and Winters), 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, September 21, 2021.**

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 5, 2021 Contact Person: Robert Kuhfuss
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Re-Plat entitled, “Mesquite Mountain Ranch Phase 1” an approximately 105 acre property generally located north of Beardsley Road and east of 227th Avenue in Mesquite Mountain Ranch; Resolution # 2021-154..

Motion:

I move to approve Resolution #2021-154.

Background:

Warren Russell of Goodwin Marshal, Inc., on behalf of Mesquite Mountain Ranch Investments, requests approval of the Re-Plat for Mesquite Mountain Ranch Phase 1, and requests that recording of said plat be deferred until the property has conveyed title and Financial Assurances have been provided by the new owner. The subject property is approximately 105 acres and is located north of Beardsley Road and east of 227th Avenue. The subject property is zoned RM-6 PUD. Per the attached Resolution, if the Financial Assurances are not received by the City within 60 days of approval by the City Council, the final plat will be noticed for a public hearing during which the City Council may take action to rescind the approval of the final plat and Resolution.

Objective Analysis:

Approval of the proposed Resolution will allow the property to convey title following approval of the subject Final Plat, while ensuring Financial Assurances are provided prior to recording of said Final Plat.

Policy Compliant:

The requested Final Plat is consistent with the RM-6 PUD zoning district (Mesquite Mountain Ranch) 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 - FS20-373 MMR Phase 1 FP - CC Staff Report - 10-05-21
 2. 01 - FS20-373 MMR Phase 1 FP Vicinity Map
 3. 02 - FS20-373 MMR Phase 1 FP Zoning Map
 4. 03 - FS21-373 MMR Phase 1 FP
 5. 04 - FS20-373 Luke AFB Letter
 6. FS20-373 MMR Phase 1 FP PowerPoint - 10-05-21
 7. 21.09.28 EVR Res 2021-154 MMR III Ph 2 Final Plat
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS20-373

Project Name: Mesquite Mountain Ranch Phase 1 Re-Plat

Council District: 1 - Acacia

City Council Date: October 5, 2021

Planner: Robert H. Kuhfuss, AICP

Owner/Applicant: Mesquite Mountain Ranch Investments

Request: Approval of Resolution 2021-146 regarding the Final Plat entitled, "Replat of Mesquite Mountain Ranch Phase 1", and directing staff to withhold recordation of said plat until property has conveyed ownership and Financial Assurances have been provided.

Site Location: Generally, north of Beardsley Road and east of 227th Avenue in Mesquite Mountain Ranch.

Site Size: 105 acres (approx.)

Density: 3.67 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Mesquite Mountain Ranch PUD as approved under case FS18-617.
- The Final Plat is consistent with the Preliminary Plat approved under Case FS19-870.

Alternative Actions: Approval of the proposed Resolution will allow the property to convey title following approval of the subject Final Plat, while ensuring Financial Assurances are provided prior to recordation of said Final Plat, thereby allowing the future owner the ability to subdivide the property as proposed.

Deny – Denial of the proposed Resolution will prevent the property from being subdivided as proposed.

Additional Information:

43

44 Warren Russell of Goodwin Marshal, Inc., on behalf of Mesquite Mountain Ranch Investments,
45 requests approval of the Re-Plat for Mesquite Mountain Ranch Phase 1, and requests that
46 recordation of said plat be deferred until the property has conveyed title and Financial
47 Assurances have been provided by the new owner. The subject property is approximately 105
48 acres and is located north of Beardsley Road and east of 227th Avenue. The subject property is
49 zoned RM-6 PUD.

50

51 The applicant proposes 386 single-family lots for a total density of 3.67 dwelling units per acre. The
52 minimum lot dimensions allowed by the PUD are 48' x 110'; however, the applicant proposes 53'
53 120' lots. This plat includes approximately 22 acres of open space, which is 20.8% of the project area.

54

55 The proposed Final Plat is in compliance with the approved Mesquite Mountain Ranch PUD approved
56 under case FS18-617, and the Preliminary Plat approved under case FS19-870.

57

58 **Attachments:**

59

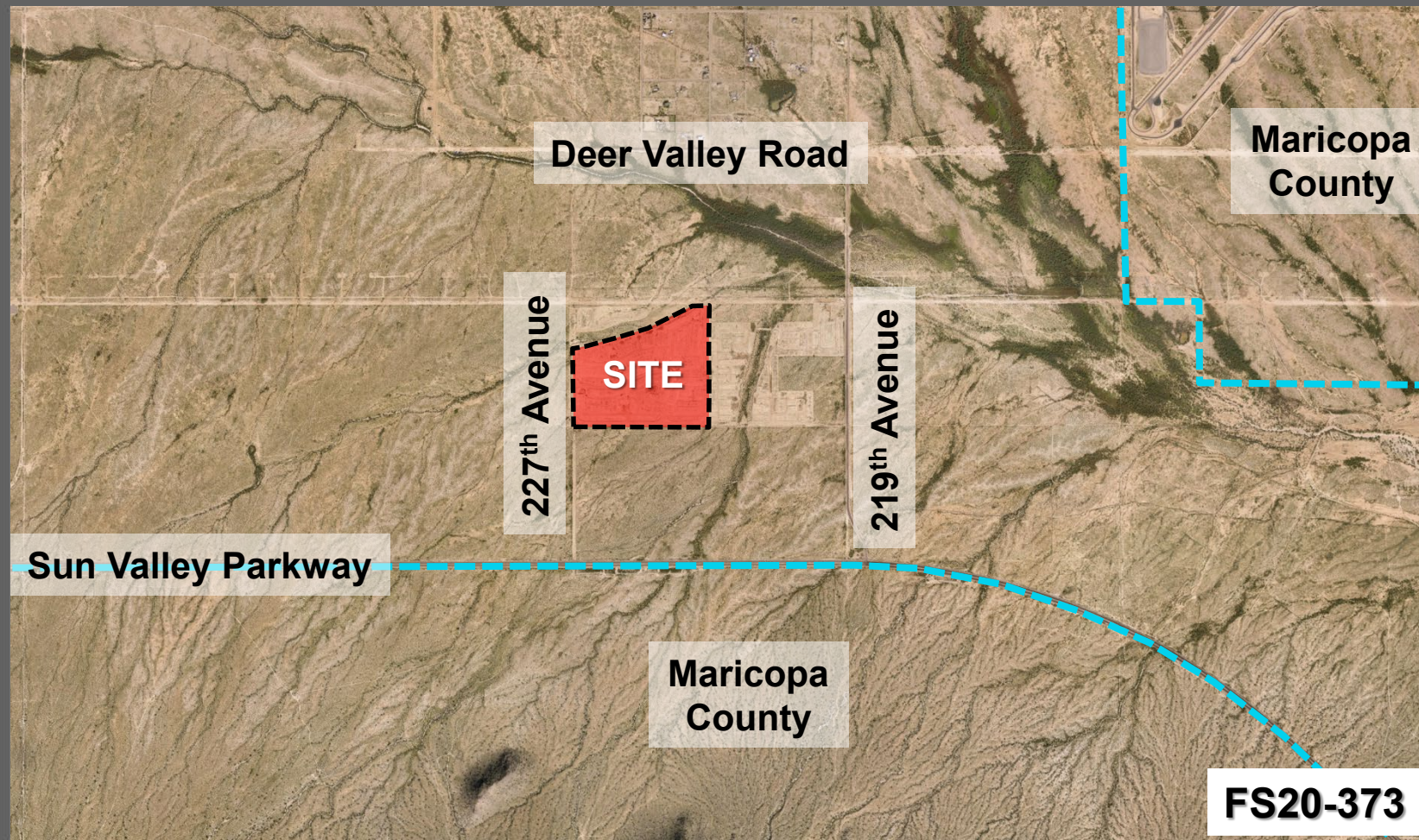
60 01 – Vicinity Map

61 02 – Case Map

62 03 – Final Plat

63 04 – Luke AFB Letter

64 Resolution 2021-146



Deer Valley Road

Maricopa
County

227th Avenue

SITE

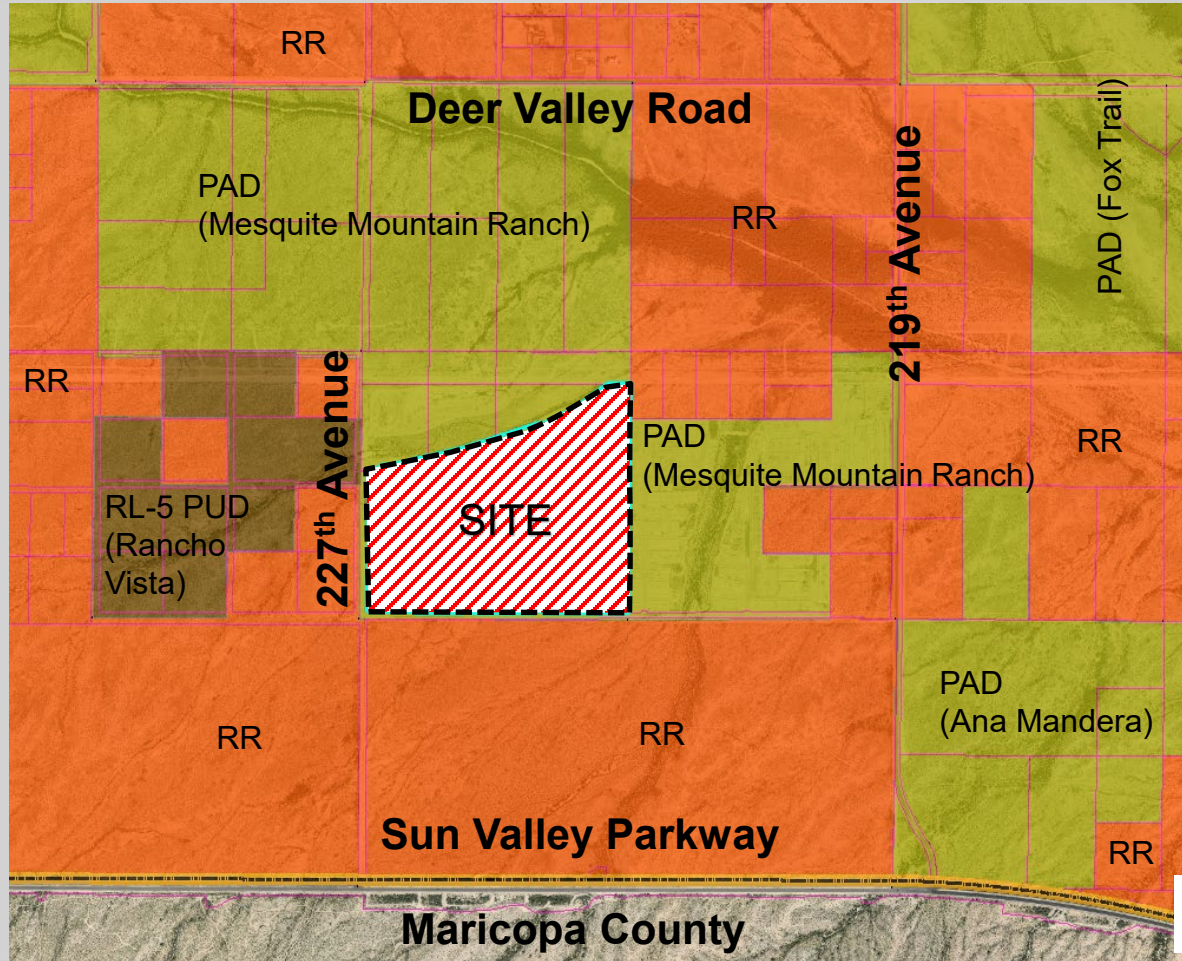
219th Avenue

Sun Valley Parkway

Maricopa
County

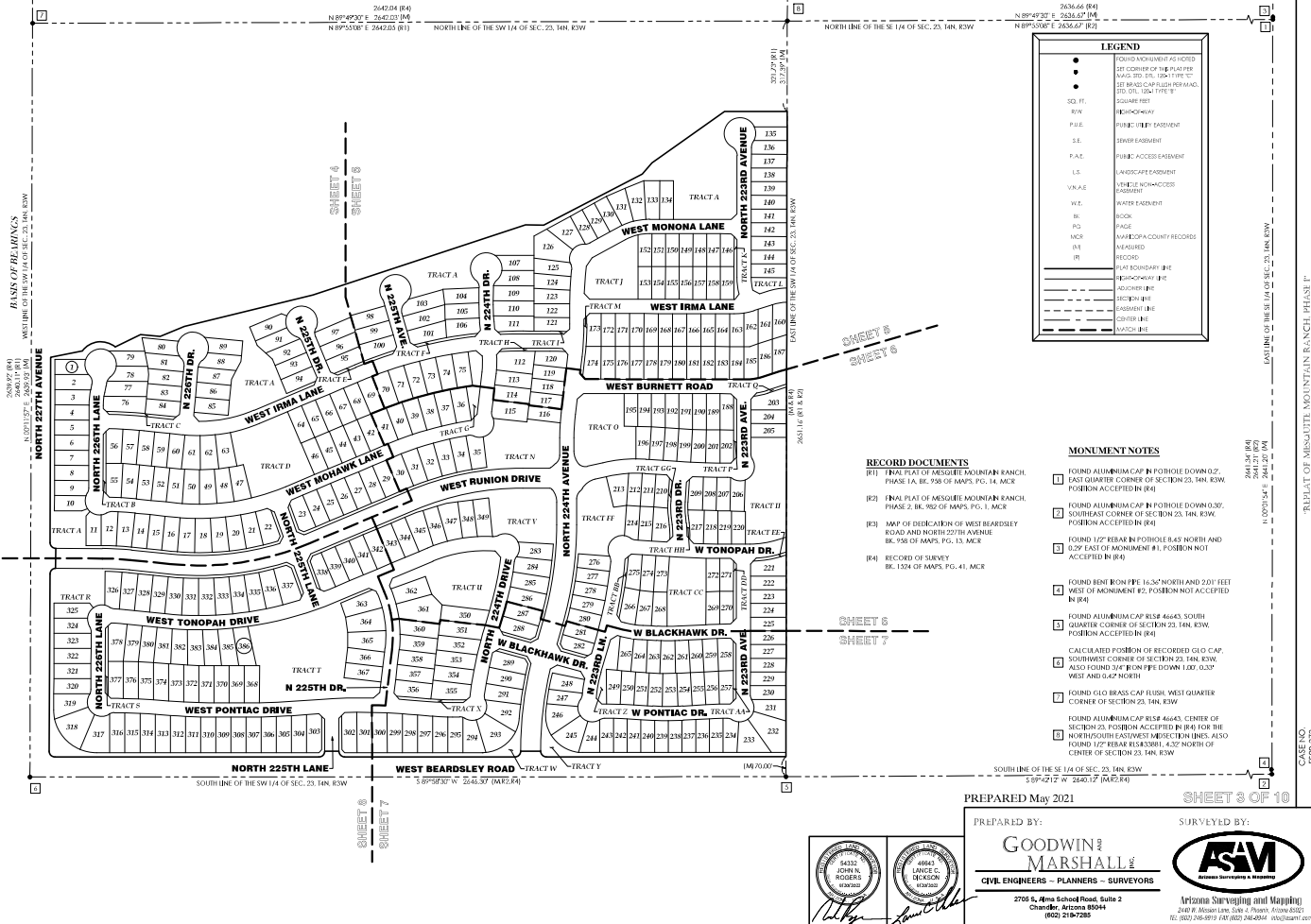
FS20-373

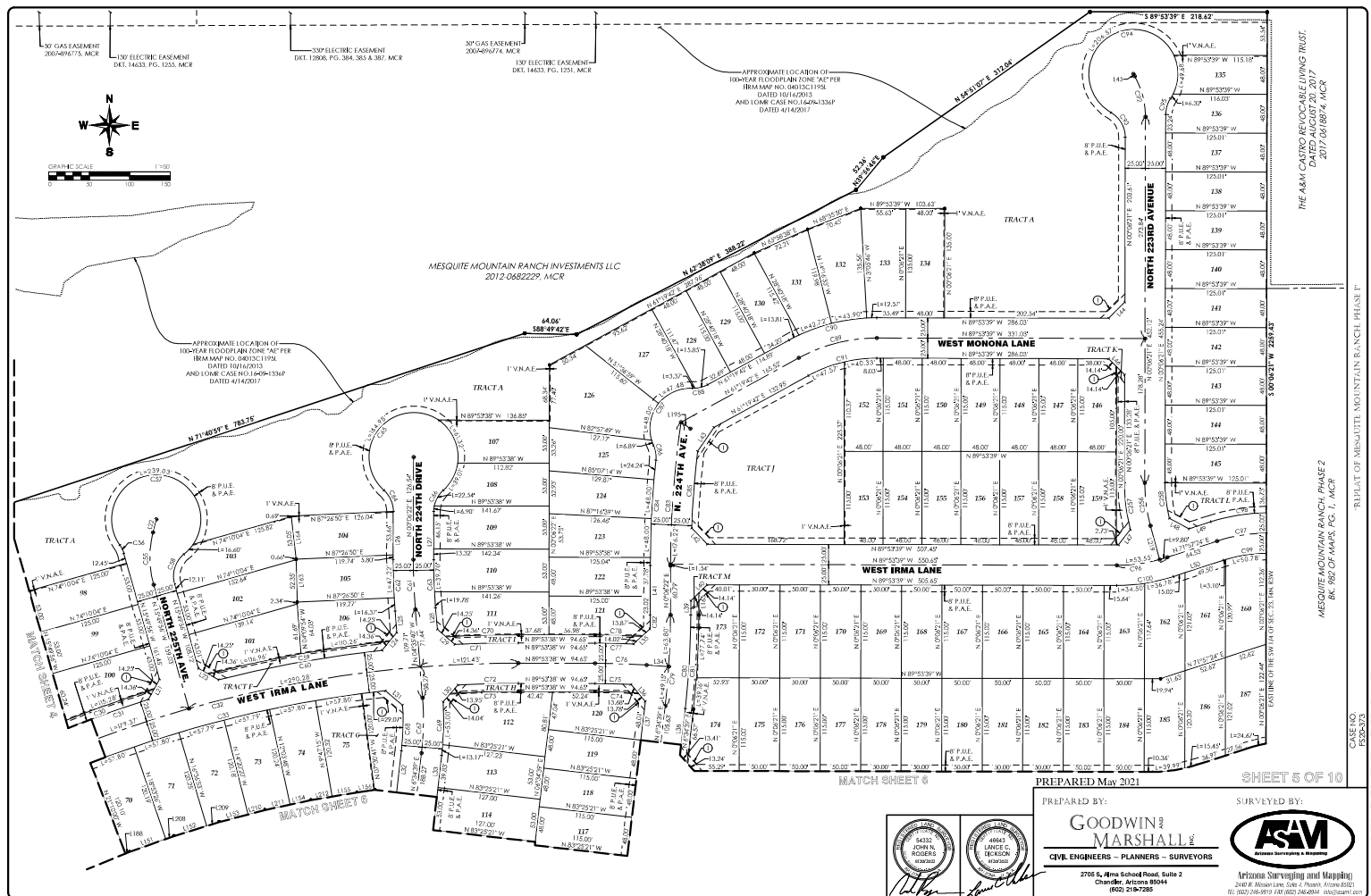
VICINITY MAP

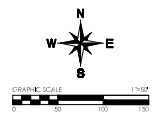
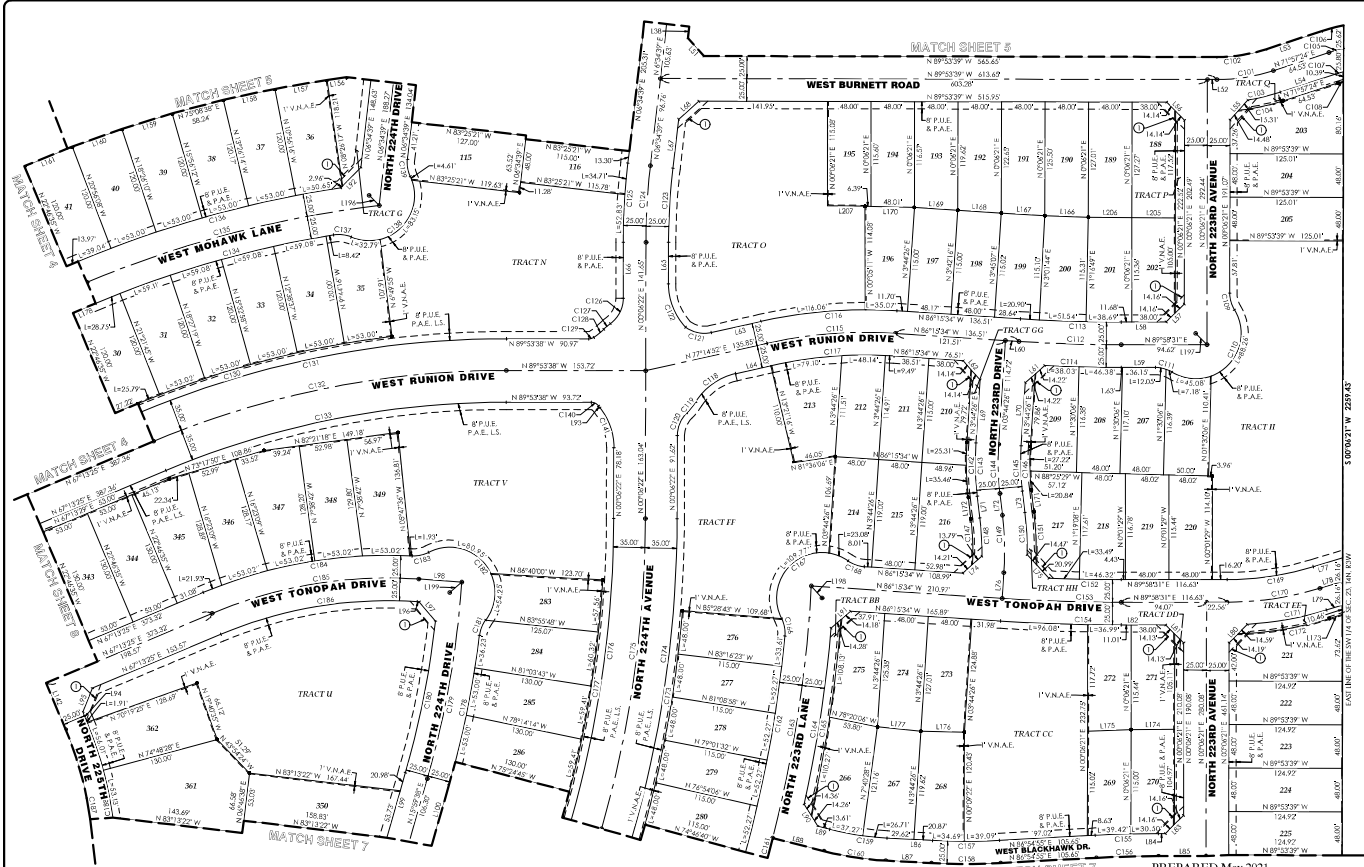


FS20-373

ZONING MAP







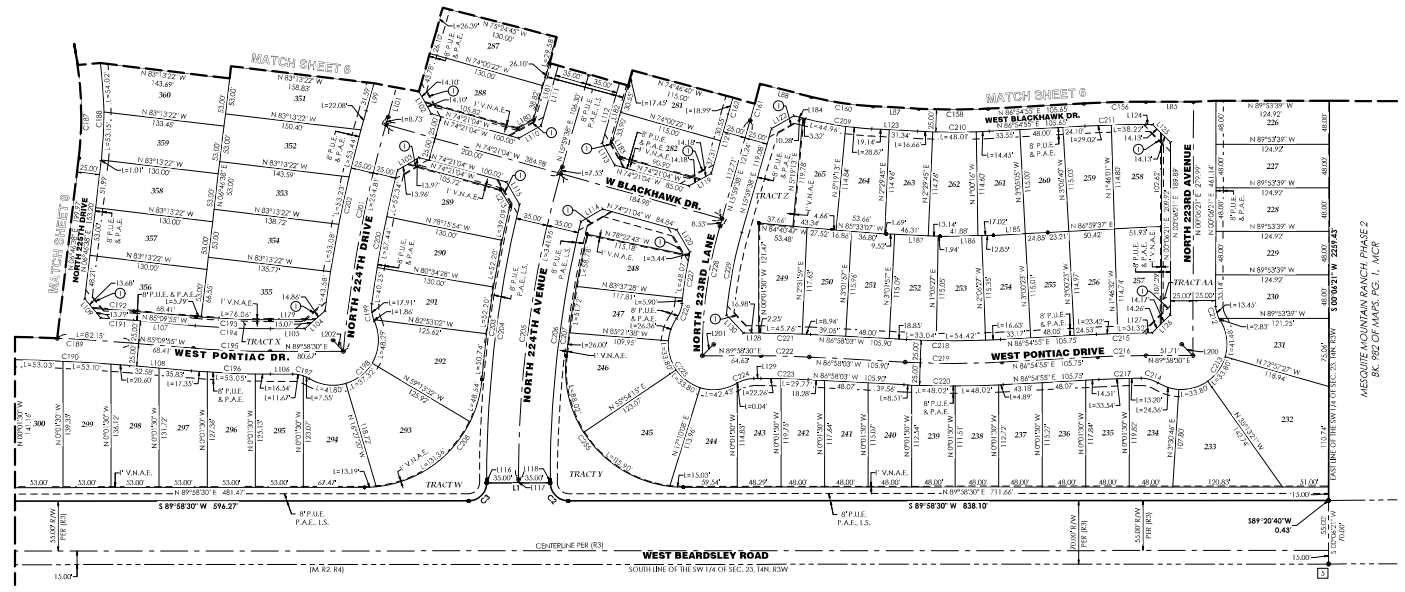
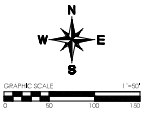
MESQUITE MOUNTAIN RANCH, PHASE 2
BK 982 OF MAPS PG. 1, MCR

TRIAL OF MESQUITE MOUNTAIN RANCH, PHASE 2



PREPARED BY:
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SHEET 6 OF 10
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STATE TRUST LAND

PREPARED May 2021

SHEET 7 OF 10

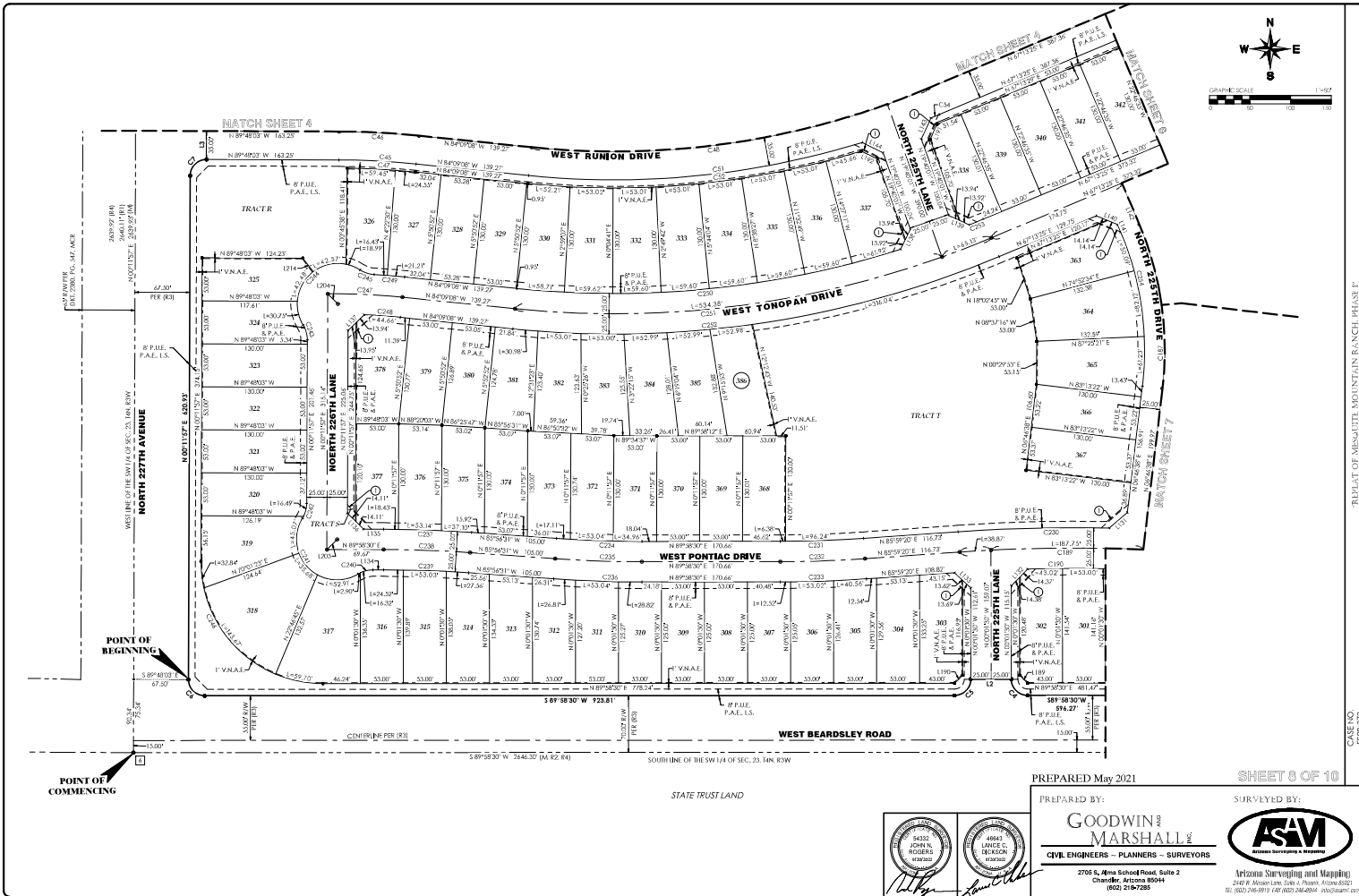
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CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C1	30.00	138.63	92°57'56"	N67°51'35"E
C2	30.00	31.42	90°00'00"	N45°10'30"W
C3	20.00	31.42	90°00'00"	S44°58'30"W
C4	20.00	31.42	90°00'00"	N45°10'30"W
C5	20.00	31.42	90°00'00"	S44°58'30"W
C6	20.00	31.49	90°15'27"	N44°54'47"W
C7	20.00	31.42	90°00'00"	N43°11'13"E
C8	20.00	31.42	90°00'00"	N44°48'03"W
C9	230.00	21.65	11°50'14"	S00°07'03"W
C10	35.00	268.57	27°35'04"	S83°33'13"E
C11	35.00	34.04	33°47'49"	N13°49'42"W
C12	35.00	35.80	42°15'40"	S30°48'30"W
C13	375.00	11.23	2°50'42"	S10°51'31"W
C14	230.00	31.65	11°50'13"	S00°07'03"W
C15	375.00	11.23	2°50'42"	S10°51'31"W
C16	225.00	46.49	11°50'13"	S00°07'03"W
C17	1480.00	143.91	3°58'55"	S86°33'37"E
C18	1313.00	137.63	3°12'20"	S86°43'18"E
C19	1303.00	136.63	4°49'13"	S86°52'43"E
C20	1433.00	121.70	4°44'52"	S86°52'54"E
C21	200.00	239.79	38°57'22"	N81°52'09"E
C22	493.00	197.74	22°52'18"	N81°46'04"E
C23	35.00	29.44	48°11'23"	N18°46'22"W
C24	35.00	263.31	31°42'24"	N84°40'41"W
C25	35.00	29.44	48°11'23"	N29°53'01"E
C26	343.00	272.26	28°53'22"	N81°52'09"E
C27	35.00	29.44	48°11'23"	N46°52'16"W
C28	35.00	263.31	31°42'24"	N47°13'25"E
C29	35.00	29.44	48°11'23"	S01°19'07"W
C30	1313.00	137.63	3°12'20"	N81°46'04"E
C31	1303.00	137.40	3°12'20"	N81°46'04"E
C32	1480.00	143.91	3°58'55"	N81°46'04"E
C33	1433.00	137.63	3°12'20"	N81°46'04"E
C34	35.00	19.22	31°28'01"	N19°51'31"E
C35	35.00	19.22	31°28'01"	N47°11'13"E
C36	35.00	19.98	32°29'28"	S12°53'33"W
C37	1163.00	180.92	3°58'55"	S86°33'37"E
C38	1190.00	140.57	6°40'00"	S87°02'10"E
C39	1213.00	93.39	4°29'34"	S86°52'43"E
C40	810.00	404.67	38°57'22"	N81°52'09"E
C41	785.00	392.38	38°57'22"	N81°52'09"E
C42	833.00	326.85	22°22'56"	N84°38'05"E
C43	1045.00	103.03	3°58'55"	N86°58'33"W
C44	1033.00	102.04	3°58'55"	N86°58'33"W
C45	965.00	95.14	3°58'55"	N86°58'33"E
C46	1000.00	98.39	3°58'55"	S86°38'37"E
C47	955.00	84.01	3°02'34"	N86°40'19"W
C48	1000.00	499.59	28°57'22"	N81°52'09"E
C49	965.00	384.73	22°52'54"	S84°52'36"W
C50	955.00	376.44	22°30'52"	N84°53'20"E

CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C51	1033.00	415.90	23°01'24"	S84°50'07"W
C52	1045.00	415.90	22°46'16"	S84°50'07"W
C53	965.00	7.37	0°56'13"	S67°50'53"W
C54	1033.00	11.17	0°53'06"	S67°51'58"W
C55	123.00	65.43	30°00'00"	N09°49'36"W
C56	35.00	11.22	1°01'11"	N29°52'34"W
C57	35.00	235.63	246°18'10"	S81°52'08"E
C58	35.00	41.00	6°06'32"	N17°43'03"E
C59	1313.00	227.21	8°53'33"	N19°47'17"E
C60	1303.00	205.18	7°48'40"	N19°47'17"E
C61	780.00	61.53	4°42'03"	N02°14'39"W
C62	773.00	63.58	4°42'03"	N02°14'39"W
C63	773.00	39.68	4°42'03"	N02°14'39"W
C64	35.00	29.44	48°11'23"	N02°14'39"W
C65	35.00	263.31	31°42'24"	N02°14'39"W
C66	35.00	29.44	48°11'23"	N04°12'06"E
C67	350.00	88.25	1°10'20"	N03°59'55"E
C68	325.00	36.42	3°58'30"	N03°59'55"E
C69	373.00	66.17	1°06'38"	N03°59'55"E
C70	1313.00	89.33	2°22'42"	N82°53'01"E
C71	1303.00	78.47	2°29'13"	N82°53'01"E
C72	1433.00	74.32	2°53'43"	N82°53'01"E
C73	1443.00	83.55	3°18'47"	N82°53'01"E
C74	965.00	33.28	3°09'48"	S81°01'44"E
C75	973.00	44.44	2°56'41"	S81°01'44"E
C76	1000.00	63.80	3°39'19"	S81°01'44"E
C77	1023.00	47.36	2°38'51"	S81°01'44"E
C78	1033.00	37.69	3°11'32"	S81°01'44"E
C79	1000.00	112.95	6°28'17"	N03°59'55"E
C80	1023.00	115.77	6°28'17"	N03°59'55"E
C81	1033.00	116.90	6°28'17"	N03°59'55"E
C82	973.00	17.20	1°00'39"	N03°59'55"E
C83	1230.00	177.75	8°08'52"	N04°51'08"E
C84	1273.00	138.46	2°51'42"	N03°59'55"E
C85	1233.00	91.22	4°29'13"	N04°51'08"E
C86	35.00	18.62	3°29'58"	N04°51'08"E
C87	35.00	103.37	11°18'14"	S34°08'26"W
C88	35.00	19.22	31°28'01"	N19°51'31"E
C89	200.00	100.45	38°56'39"	N19°51'31"E
C90	225.00	113.01	38°56'39"	N19°51'31"E
C91	173.00	87.90	38°56'39"	S19°40'02"W
C92	100.00	52.36	30°00'00"	N14°58'31"W
C93	35.00	36.69	6°02'30"	N29°52'34"W
C94	35.00	262.57	27°33'13"	S16°48'46"W
C95	35.00	30.45	3°58'13"	S16°48'46"W
C96	200.00	63.35	18°58'37"	N81°51'52"E
C97	200.00	63.35	18°58'37"	N81°51'52"E
C98	223.00	69.22	17°43'14"	N81°51'52"E
C99	173.00	33.88	17°38'27"	N81°51'52"E
C100	223.00	71.27	18°58'37"	N81°51'52"E

CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C101	200.00	63.35	18°58'37"	N81°51'52"E
C102	173.00	33.88	17°43'14"	S81°51'52"W
C103	223.00	36.69	6°02'30"	N29°52'34"E
C104	235.00	30.11	1°21'00"	N28°03'54"E
C105	200.00	16.66	4°46'17"	N24°20'32"E
C106	235.00	24.67	6°16'51"	S75°03'49"W
C107	173.00	8.68	2°48'39"	N29°52'34"E
C108	163.00	3.36	1°51'44"	N27°33'16"E
C109	33.00	19.22	31°28'01"	S19°51'31"E
C110	30.00	133.33	132°48'13"	S43°02'26"W
C111	33.00	19.22	31°28'01"	N24°17'38"W
C112	1716.00	112.77	3°45'55"	S88°00'51"E
C113	1491.00	111.33	3°45'55"	S88°00'51"E
C114	1341.00	84.41	2°44'41"	N88°00'00"W
C115	300.00	143.83	14°29'34"	N83°59'39"E
C116	323.00	116.06	12°59'57"	N83°54'30"E
C117	475.00	75.30	9°50'29"	N83°51'03"E
C118	700.00	33.31	4°21'08"	S43°43'33"W
C119	63.00	13.33	13°42'24"	N38°49'33"E
C120	33.00	27.84	4°54'25"	S22°53'34"W
C121	33.00	30.17	4°59'23"	S18°00'22"E
C122	70.00	32.54	4°30'02"	S12°22'59"E
C123	723.00	81.89	6°58'17"	S03°20'31"W
C124	730.00	84.71	6°58'17"	N03°20'31"E
C125	773.00	87.33	6°58'17"	N03°20'31"E
C126	33.00	32.46	3°59'48"	N26°46'11"E
C127	63.00	9.34	8°24'19"	S49°20'21"W
C128	70.00	14.52	11°42'04"	N20°41'24"E
C129	10.00	3.86	33°33'56"	N29°19'39"E
C130	1045.00	290.80	15°56'39"	S21°14'43"W
C131	1033.00	413.33	22°52'57"	S18°59'34"W
C132	1000.00	399.38	22°52'57"	N09°39'54"E
C133	965.00	365.40	22°52'57"	S09°39'54"E
C134	1163.00	293.33	12°29'09"	N09°39'54"E
C135	1190.00	334.30	14°04'09"	N09°43'03"E
C136	1213.00	301.26	14°12'33"	N09°43'03"E
C137	35.00	19.90	32°29'28"	S03°59'55"E
C138	30.00	130.33	138°09'46"	N44°10'30"E
C139	33.00	19.22	31°28'01"	N09°51'31"W
C140	10.00	9.27	30°00'00"	N29°19'43"W
C141	70.00	47.38	38°56'39"	N19°51'31"W
C142	333.00	60.77	10°22'33"	N81°52'21"W
C143	323.00	38.93	10°22'33"	N81°52'21"W
C144	300.00	34.40	10°22'33"	N81°52'21"W
C145	273.00	49.88	10°22'33"	S81°52'21"E
C146	263.00	46.67	10°22'33"	N81°52'21"W
C147	313.00	30.37	9°09'44"	N82°04'16"W
C148	323.00	42.33	7°27'47"	N82°50'13"W
C149	330.00	63.49	10°22'33"	N81°52'21"W
C150	373.00	46.24	7°03'36"	S03°09'11"E

CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C151	353.00	38.07	8°30'33"	N02°19'32"W
C152	1973.00	79.80	2°18'54"	S88°55'02"E
C153	2000.00	131.43	3°43'53"	S88°08'31"E
C154	2025.00	133.07	3°43'53"	S88°08'31"E
C155	1309.00	69.91	3°03'37"	S88°26'43"W
C156	1284.00	68.36	3°03'37"	N88°26'43"E
C157	691.00	73.76	4°03'03"	S09°38'56"W
C158	716.00	74.45	4°03'03"	N09°38'56"E
C159	325.00	63.96	1°16'48"	N81°19'38"W
C160	330.00	66.91	1°16'48"	N81°19'38"E
C161	1433.00	333.98	12°56'08"	N03°31'34"E
C162	1410.00	261.66	10°53'38"	N10°40'39"E
C163	1433.00	333.98	12°56'08"	N03°31'34"E
C164	1460.00	196.48	7°42'28"	N81°41'29"E
C165	1470.00	218.40	8°50'45"	N81°41'29"E
C166	35.00	19.78	32°29'28"	N10°40'41"E
C167	30.00	132.84	132°51'34"	S49°03'49"W
C168	35.00	19.22	31°28'01"	S21°14'43"W
C169	323.00	96.50	1°06'42"	N81°58'10"E
C170	350.00	103.92	1°06'42"	N81°58'10"E
C171	375.00	88.96	1°33'30"	N77°54'33"E
C172	365.00	102.09	1°31'32"	N83°33'08"E
C173	1293.00	257.46	1°29'28"	N10°17'53"E
C174	1283.00	254.32	1°23'16"	N83°03'00"E
C175	1283.00	254.62	1°23'16"	N83°03'00"E
C176	1213.00	339.91	1°23'16"	N83°03'00"E
C177	1203.00	264.27	1°29'39"	N09°39'49"E
C178	1073.00	168.62	8°39'13"	S11°30'02"W
C179	1050.00	220.76	1°02'44"	S09°38'12"W
C180	1023.00	170.30	4°53'31"	S11°30'02"W
C181	35.00	18.31	30°18'09"	S22°09'30"W
C182	30.00	135.20	134°53'39"	N40°09'26"W
C183	35.00	18.49	30°33'31"	N27°40'31"E
C184	35.00	233.95	23°43'00"	N81°05'53"E
C185	30.00	233.21	24°43'26"	N81°05'53"E
C186	475.00	221.35	24°43'26"	N81°05'53"E
C187	40.00	284.32	29°53'13"	N81°05'53"E
C188	45.00	219.22	27°53'13"	N81°05'53"E
C189	300.00	308.77	2°50'42"	N81°51'31"W
C190	1973.00	222.75	4°57'44"	N82°56'27"W
C191	2025.00	34.24	1°01'32"	N82°56'41"W
C192	2055.00	43.94	1°17'52"	N82°56'43"W
C193	965.00	81.85	4°53'33"	N82°56'43"W

CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C201	1450.00	263.55	10°24'30"	S11°04'13"W
C202	1475.00	223.41	8°43'31"	S11°16'58"W
C203	1293.00	194.22	8°33'56"	S09°10'58"W
C204	1285.00	306.32	13°40'03"	N03°48'31"E
C205	1230.00	349.48	16°01'08"	N07°59'45"E
C206	1215.00	287.38	13°33'06"	N04°45'03"E
C207	1205.00	136.50	6°22'24"	N09°42'39"E
C208	130.00	193.89	88°06'14"	S4°25'52"W
C209	375.00	73.83	1°11'48"	S01°19'38"E
C210	241.00	79.12	4°01'03"	N05°09'34"E
C211	1259.00	47.24	3°02'33"	N05°04'40"E
C212	33.00	14.29	26°39'33"	S18°09'34"E
C213	30.00	133.44	132°54'56"	S44°35'06"W
C214	33.00	19.40	31°43'44"	N7°42'26"W
C215	1025.00	54.74	3°03'33"	S08°29'42"W
C216	1000.00	53.40	3°03'33"	S08°29'42"W
C217	975.00	46.74	2°44'04"	S08°17'18"W
C218	975.00	104.10	6°01'03"	S09°30'56"W
C219	1000.00	106.77	6°01'03"	S09°30'56"W
C220	1025.00	109.44	6°01'03"	S09°30'56"W
C221	1025.00	54.70	3°03'33"	N08°29'46"W
C222	1000.00	53.37	3°03'33"	N08°29'46"W
C223	975.00	52.03	3°03'33"	N08°29'46"W
C224	33.00	19.22	31°28'01"	S7°41'49"W
C225	30.00	134.63	136°20'03"	N40°19'16"E
C226	33.00	17.79	2°00'04"	N07°17'26"E
C227	33.00	57.41	6°15'34"	N05°31'32"E
C228	30.00	144.72	163°02'07"	N07°42'07"E
C229	475.00	92.72	1°11'10"	N07°06'06"E
C230	205.00	184.25	2°16'12"	S08°51'56"W
C231	1475.00	102.61	2°59'10"	S07°08'55"W
C232	1900.00	104.33	2°59'10"	S07°08'55"W
C233	1525.00	106.08	2°59'10"	S07°08'55"W
C234	1475.00	103.11	4°04'59"	N07°09'01"W
C235	1900.00	106.89	4°04'59"	N07°09'01"W
C236	1525.00	108.67	4°04'59"	N07°09'01"W
C237	1525.00	108.67	4°04'59"	N07°09'01"W
C238	1900.00	106.89	4°04'59"	N07°09'01"W
C239	1475.00	103.11	4°04'59"	N07°09'01"W
C240	33.00	19.22	31°28'01"	S7°41'49"W
C241	50.00	133.66	133°09'29"	N44°54'47"W
C242	33.00	19.22	31°28'01"	N13°53'38"E
C243	33.00	19.22	31°28'01"	N13°53'38"E
C244	30.00	134.79	134°02'29"	N43°53'41"E
C245	33.00	18.30	2°53'22"	S7°14'16"E
C246	150.00	236.21	90°13'23"	N44°54'47"W
C247	800.00	92.12	6°33'32"	S07°20'41"E
C248	775.00	44.66	3°18'02"	N03°48'10"W
C249	825.00	37.64	2°56'36"	S07°02'32"E
C250	1175.00	478.24	29°19'13"	N04°11'16"E

CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C251	1280.00	395.30	38°53'23"	N01°35'09"E
C252	1225.00	411.99	38°53'23"	N01°35'09"E
C253	1175.00	18.77	0°54'34"	N42°40'22"E
C254	375.00	195.43	2°53'13"	N07°35'08"W
C255	130.00	218.94	9°09'46"	N41°40'51"W
C256	200.00	33.55	1°02'02"	N07°35'08"W
C257	225.00	30.07	1°04'18"	S07°11'18"E
C258	175.00	44.06	1°25'33"	S07°06'22"E

LINE TABLE		
LINE #	BEARING	DISTANCE
11	S07°50'20"W	70.00
12	S07°50'20"W	30.00
13	N00°11'37"E	70.00
14	S00°11'58"W	19.33
15	S12°02'27"W	21.25
16	S12°02'27"W	17.27
17	S12°02'27"W	21.25
18	S44°34'38"E	38.39
19	S43°25'52"W	28.17
20	S08°48'03"E	23.25
21	N07°35'08"E	28.15
22	S41°13'23"E	27.27
23	N07°13'23"E	28.28
24	S47°46'33"E	28.28
25	N07°13'23"E	48.89
26	S44°54'47"E	32.23
27	S47°46'33"E	28.28
28	N07°35'08"E	28.15
29	S47°46'33"E	28.28
30	S07°35'08"E	28.15
31	N07°35'08"E	28.15
32	N07°35'08"E	28.15
33	N07°35'08"E	28.15
34	N07°35'08"E	28.15
35	N07°35'08"E	28.15
36	N07°35'08"E	28.15
37	N07°35'08"E	28.15
38	N07°35'08"E	28.15
39	N07°35'08"E	28.15
40	N07°35'08"E	28.15
41	N07°35'08"E	28.15
42	N07°35'08"E	28.15
43	N07°35'08"E	28.15
44	N07°35'08"E	28.15
45	N07°35'08"E	28.15
46	N07°35'08"E	28.15
47	N07°35'08"E	28.15
48	N07°35'08"E	28.15
49	N07°35'08"E	28.15
50	N07°35'08"E	28.15

LINE TABLE		
LINE #	BEARING	DISTANCE
51	S11°04'13"W	26.44
52	S09°10'58"W	10.37
53	S17°15'24"E	64.33
54	N07°59'45"E	29.95
55	S41°58'03"W	29.79
56	N44°50'59"W	28.28
57	S43°02'26"W	28.32
58	N08°58'31"E	49.68
59	S09°30'51"W	37.78
60	S08°48'03"E	23.25
61	S48°04'41"W	28.43
62	S41°13'23"E	28.28
63	N07°13'23"E	55.83
64	N07°13'23"E	39.94
65	S09°06'22"W	42.75
66	N08°06'22"E	41.63
67	S08°06'22"W	3.38
68	N08°06'22"E	3.38
69	S08°06'22"W	29.84
70	S07°46'26"W	49.75
71	N07°35'08"E	47.86
72	N07°35'08"E	28.15
73	S07°35'08"E	28.15
74	S48°06'26"W	29.99
75	S42°06'43"E	35.46
76	N07°46'26"E	28.28
77	N07°57'30"E	33.87
78	N07°57'30"E	26.16
79	N07°57'30"E	16.43
80	S44°54'47"W	28.28
81	S44°54'47"E	28.25
82	N08°58'31"E	49.01
83	S43°02'26"W	28.32
84	S09°30'51"W	7.31
85	N08°58'31"E	32.43
86	N44°54'47"E	28.25
87	S48°06'26"E	30.49
88	S79°41'47"E	36.39
89	N79°41'47"W	13.61
90	N13°22'27"W	28.28
91	N49°03'32"E	28.46
92	S44°54'47"E	31.66
93	N07°48'00"W	2.53
94	N22°42'53"W	10.51
95	N22°13'23"E	28.28
96	S06°03'09"E	2.26
97	S48°04'22"E	27.80
98	N41°58'31"E	47.36
99	S13°59'38"W	104.30
100	S13°59'38"W	49.88

LINE TABLE		
LINE #	BEARING	DISTANCE
101	S17°59'53"W	106.30
102	N07°10'04"E	28.30
103	S59°50'43"W	27.93
104	S48°04'41"W	29.95
105	S09°30'50"W	38.18
106	S09°30'50"W	23.01
107	N89°09'53"W	68.41
108	N89°09'53"W	68.41
109	N39°30'54"W	27.47
110	N68°49'17"E	28.27
111	N13°59'38"E	49.04
112	N13°59'38"E	48.62
113	S29°10'43"E	28.20
114	N02°57'03"W	27.87
115	S09°06'22"E	27.33
116	N09°06'22"E	48.02
117	N09°06'22"W	48.06
118	N09°06'22"E	3.38
119	S08°06'22"W	28.37
120	N07°35'08"E	28.91
121	N13°59'38"E	47.86
122	N39°30'54"E	28.62
123	N39°30'54"E	30.49
124	N89°06'21"E	7.37
125	S44°54'47"E	28.25
126	S44°58'31"W	6.43
127	S09°30'50"W	48.41
128	S09°30'50"W	19.23
129	S09°30'50"W	7.23
130	N41°29'00"W	27.27
131	S49°09'54"W	29.55
132	S49°09'54"W	28.75
133	N49°09'54"W	27.21
134	S09°30'50"W	12.23
135	S09°30'50"W	26.37
136	N09°06'21"E	46.03
137	S49°09'54"W	27.88
138	N02°57'11"E	27.86
139	S02°57'11"E	27.86
140	N49°09'54"W	14.14
141	N22°46'53"W	10.51
142	N22°46'53"W	55.51
143	S29°10'43"E	28.76
144	N49°09'54"W	28.76
145	N41°13'23"E	1.46
146	N17°00'31"E	21.56
147	N43°20'11"E	21.01
148	S29°22'50"W	19.26
149	N49°09'54"W	19.26
150	N49°09'54"E	31.47

LINE TABLE		
LINE #	BEARING	DISTANCE
151	N17°09'51"E	47.44
152	N7°48'49"E	42.44
153	N7°00'08"E	37.22
154	N7°58'54"E	26.23
155	N07°18'42"E	31.44
156	S07°01'51"W	21.39
157	N07°18'42"E	38.24
158	N7°58'54"E	58.24
159	N7°48'49"E	38.23
160	N7°00'08"E	38.23
161	N47°58'54"E	36.66
162	N47°58'54"E	53.00
163	N01°23'10"W	53.01
164	N02°57'03"W	53.74
165	N09°06'22"E	27.33
166	N09°06'22"W	48.02
167	N09°06'22"W	48.06
168	N09°06'22"E	48.10
169	N02°57'03"W	48.10
170	N08°43'30"W	54.40
171	N08°43'30"W	24.03
172	N08°43'30"W	24.03
173	N7°57'50"E	15.36
174	S09°30'52"W	48.00
175	S09°30'50"W	48.04
176	S08°47'30"E	48.03
177	S41°17'03"E	48.03
178	N47°13'53"E	27.22
179	S09°38'50"W	49.46
180	S49°09'17"W	20.12
181	N13°59'38"E	49.91
182	N13°59'38"E	64.46
183	S29°10'43"E	19.88
184	S29°41'14"E	13.61
185	N09°06'21"E	54.37
186	N09°06'21"E	46.03
187	S49°09'17"E	42.99
188	N47°58'54"E	5.29
189	N49°09'54"W	14.14
190	S44°58'30"W	14.14
191	S29°10'43"E	20.21
192	N49°09'54"W	20.74
193	S00°11'57"W	11.07
194	S02°16'31"W	17.80
195	N02°16'31"W	13.08
196	S44°09'34"E	15.92
197	S44°09'34"E	17.66
198	N41°58'30"W	12.74
199	N49°09'54"E	17.73
200	S43°01'29"E	17.68

LINE TABLE		
LINE #	BEARING	DISTANCE
1201	S43°01'29"E	17.70
1202	S47°06'40"E	16.84
1203	S43°01'29"E	17.71
1204	N43°03'09"W	17.40
1205	N89°33'43"W	48.00
1206	N89°33'43"W	48.00
1207	N89°33'43"W	41.61
1208	N70°18'31"E	10.39
1209	N7°48'49"E	13.80
1210	N7°00'08"E	21.01
1211	N7°58'54"E	32.01
1212	N89°18'43"E	26.80
1213	N09°06'22"W	28.40
1214	N3°07'16"W	21.00
1215	N19°46'01"W	96.23
1216	N19°46'01"W	96.03
1217	N19°46'01"W	96.03
1218	N19°46'01"W	96.08
1219	N19°46'01"W	43.22
1220	S08°48'03"E	22.67
1221	N08°48'03"W	15.00
1222	N49°06'26"W	24.33
1223	S7°00'34"W	7.30
1224	N49°06'26"W	20.30



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

5 June 2020

Mr. Christopher P. Toale
Director, Community Initiatives Team
56th Fighter Wing
14185 West Falcon St.
Luke AFB AZ 85309-1629

Ms. Nichole Flores
City of Surprise Planning Department
16000 North Civic Center Plaza
Surprise AZ 85374

Re: FS20-373; Mesquite Mountain Ranch Phase 1 (APNs: 503-80-053 thru 503-80-407, 503-80-408 thru 503-80-671)

Dear Ms. Flores

Thank you for the opportunity to provide comments on the Final Plat for Mesquite Mountain Ranch Phase 1. The site sits on approximately 105 acres of land. It is located at the northeast quadrant of 227th Ave and Beardsley Rd in Surprise AZ. This proposed development is for 386 lots with a density of 3.7 du/ac. The site is approximately 2.1 miles outside Aux-1 2004 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461.

In an effort to promote a more compatible co-existence Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/acre from the 65 Ldn to 1/2 mile, a maximum of 4 du/acre from 1/2 to 1 mile, and a maximum of 6 du/acre from 1 to 3 miles. This project with a density of 3.7 du/ac does fall within these guidelines.

As stated in the narrative, this request will not have a negative impact on Luke AFB Flight Operations. If approved, Mesquite Mountain Ranch Phase 1 will be located within the "territory in the vicinity of a military airport," and will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. We recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant would be essential to inform potential residents about Luke AFB operations.

If you have any questions, please contact my Community Planner, Mr. Reggie Christianson at (623) 856-9981.

Sincerely

A handwritten signature in black ink, appearing to read "Ch P. Toale".

CHRISTOPHER P. TOALE

cc:

Colonel Scott W. Walker, Vice Commander, 56th Fighter Wing

Mr. James R. Mitchell, GS-14, 56th Fighter Wing

Ms. Cindy L. Allen, GS-13, General and Environmental Law Attorney, 56th Fighter Wing



FS20-373

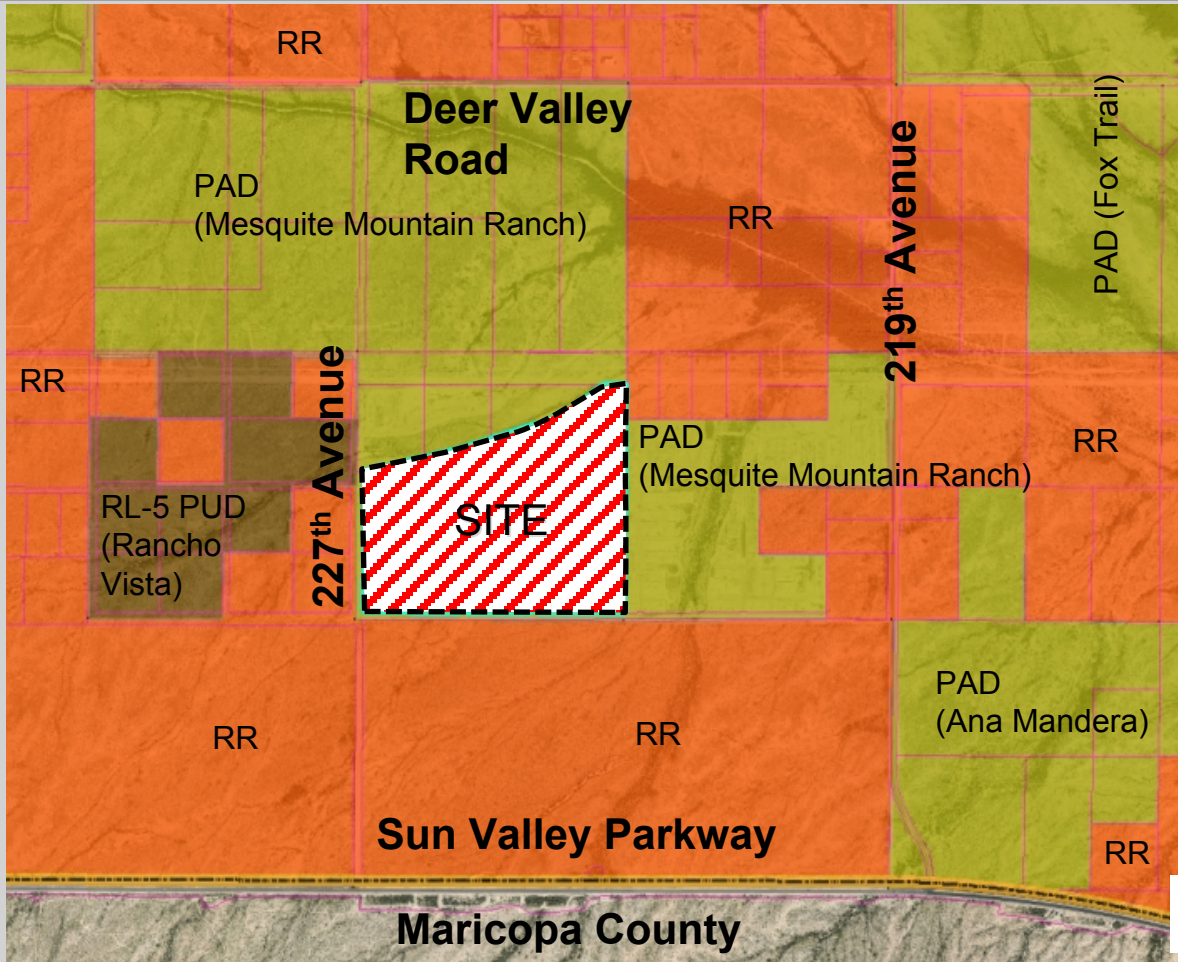
Mesquite Mountain Ranch Phase 1 Re-Plat

City Council – October 5, 2021



VICINITY MAP

FS20-373



FS20-373

ZONING MAP

LOT SUMMARY		LOT SUMMARY		LOT SUMMARY		LOT SUMMARY		LOT SUMMARY		LOT SUMMARY		LOT SUMMARY	
LOT	AREA (SQ. FT.)	LOT	AREA (SQ. FT.)	LOT	AREA (SQ. FT.)	LOT	AREA (SQ. FT.)	LOT	AREA (SQ. FT.)	LOT	AREA (SQ. FT.)	LOT	AREA (SQ. FT.)
1	5,724	41	7,108	121	5,997	191	5,750	361	5,885	531	7,498	701	11,854
2	6,739	42	7,629	122	6,000	192	5,750	362	5,885	532	7,501	702	11,854
3	6,640	43	7,629	123	6,000	193	5,750	363	5,885	533	7,501	703	11,854
4	6,590	44	6,590	124	6,592	194	6,750	364	6,750	534	7,501	704	11,854
5	6,590	45	6,590	125	6,592	195	6,750	365	6,750	535	7,501	705	11,854
6	6,590	46	6,590	126	6,592	196	6,750	366	6,750	536	6,750	706	11,854
7	6,590	47	6,590	127	6,592	197	6,750	367	6,750	537	6,750	707	11,854
8	6,590	48	6,590	128	6,592	198	6,750	368	6,750	538	6,750	708	11,854
9	6,590	49	6,590	129	6,592	199	6,750	369	6,750	539	6,750	709	11,854
10	6,590	50	6,590	130	6,592	200	6,750	370	6,750	540	6,750	710	11,854
11	6,590	51	6,590	131	6,592	201	6,750	371	6,750	541	6,750	711	11,854
12	6,590	52	6,590	132	6,592	202	6,750	372	6,750	542	6,750	712	11,854
13	6,590	53	6,590	133	6,592	203	6,750	373	6,750	543	6,750	713	11,854
14	6,590	54	6,590	134	6,592	204	6,750	374	6,750	544	6,750	714	11,854
15	6,590	55	6,590	135	6,592	205	6,750	375	6,750	545	6,750	715	11,854
16	6,590	56	6,590	136	6,592	206	6,750	376	6,750	546	6,750	716	11,854
17	6,590	57	6,590	137	6,592	207	6,750	377	6,750	547	6,750	717	11,854
18	6,590	58	6,590	138	6,592	208	6,750	378	6,750	548	6,750	718	11,854
19	6,590	59	6,590	139	6,592	209	6,750	379	6,750	549	6,750	719	11,854
20	6,590	60	6,590	140	6,592	210	6,750	380	6,750	550	6,750	720	11,854
21	6,590	61	6,590	141	6,592	211	6,750	381	6,750	551	6,750	721	11,854
22	6,590	62	6,590	142	6,592	212	6,750	382	6,750	552	6,750	722	11,854
23	6,590	63	6,590	143	6,592	213	6,750	383	6,750	553	6,750	723	11,854
24	6,590	64	6,590	144	6,592	214	6,750	384	6,750	554	6,750	724	11,854
25	6,590	65	6,590	145	6,592	215	6,750	385	6,750	555	6,750	725	11,854
26	6,590	66	6,590	146	6,592	216	6,750	386	6,750	556	6,750	726	11,854
27	6,590	67	6,590	147	6,592	217	6,750	387	6,750	557	6,750	727	11,854
28	6,590	68	6,590	148	6,592	218	6,750	388	6,750	558	6,750	728	11,854
29	6,590	69	6,590	149	6,592	219	6,750	389	6,750	559	6,750	729	11,854
30	6,590	70	6,590	150	6,592	220	6,750	390	6,750	560	6,750	730	11,854
31	6,728	71	6,728	151	6,728	221	6,750	391	6,750	561	6,750	731	11,854
32	6,728	72	6,728	152	6,728	222	6,750	392	6,750	562	6,750	732	11,854
33	6,728	73	6,728	153	6,728	223	6,750	393	6,750	563	6,750	733	11,854
34	6,728	74	6,728	154	6,728	224	6,750	394	6,750	564	6,750	734	11,854
35	6,728	75	6,728	155	6,728	225	6,750	395	6,750	565	6,750	735	11,854
36	6,728	76	6,728	156	6,728	226	6,750	396	6,750	566	6,750	736	11,854
37	6,728	77	6,728	157	6,728	227	6,750	397	6,750	567	6,750	737	11,854
38	6,728	78	6,728	158	6,728	228	6,750	398	6,750	568	6,750	738	11,854
39	6,728	79	6,728	159	6,728	229	6,750	399	6,750	569	6,750	739	11,854
40	6,728	80	6,728	160	6,728	230	6,750	400	6,750	570	6,750	740	11,854
41	6,728	81	6,728	161	6,728	231	6,750	401	6,750	571	6,750	741	11,854
42	6,728	82	6,728	162	6,728	232	6,750	402	6,750	572	6,750	742	11,854
43	6,728	83	6,728	163	6,728	233	6,750	403	6,750	573	6,750	743	11,854
44	6,728	84	6,728	164	6,728	234	6,750	404	6,750	574	6,750	744	11,854
45	6,728	85	6,728	165	6,728	235	6,750	405	6,750	575	6,750	745	11,854
46	6,728	86	6,728	166	6,728	236	6,750	406	6,750	576	6,750	746	11,854
47	6,728	87	6,728	167	6,728	237	6,750	407	6,750	577	6,750	747	11,854
48	6,728	88	6,728	168	6,728	238	6,750	408	6,750	578	6,750	748	11,854
49	6,728	89	6,728	169	6,728	239	6,750	409	6,750	579	6,750	749	11,854
50	6,728	90	6,728	170	6,728	240	6,750	410	6,750	580	6,750	750	11,854
51	6,728	91	6,728	171	6,728	241	6,750	411	6,750	581	6,750	751	11,854
52	6,728	92	6,728	172	6,728	242	6,750	412	6,750	582	6,750	752	11,854
53	6,728	93	6,728	173	6,728	243	6,750	413	6,750	583	6,750	753	11,854
54	6,728	94	6,728	174	6,728	244	6,750	414	6,750	584	6,750	754	11,854
55	6,728	95	6,728	175	6,728	245	6,750	415	6,750	585	6,750	755	11,854
56	6,728	96	6,728	176	6,728	246	6,750	416	6,750	586	6,750	756	11,854
57	6,728	97	6,728	177	6,728	247	6,750	417	6,750	587	6,750	757	11,854
58	6,728	98	6,728	178	6,728	248	6,750	418	6,750	588	6,750	758	11,854
59	6,728	99	6,728	179	6,728	249	6,750	419	6,750	589	6,750	759	11,854
60	6,728	100	6,728	180	6,728	250	6,750	420	6,750	590	6,750	760	11,854

TRACT SUMMARY TABLE				
TRACT	AREA (SQ. FT.)	AREA (ACRES)	USAGE	MAINTENANCE RESPONSIBILITY
TRACT A	178,479	4.057	U.S. D.E. PARK TRAIL	H.O.A.
TRACT B	2,075	0.048	U.S.	H.O.A.
TRACT C	2,089	0.048	U.S.	H.O.A.
TRACT D	16,219	0.371	U.S. D.E. ROAD PARK	H.O.A.
TRACT E	21,427	0.492	U.S.	H.O.A.
TRACT F	21,427	0.492	U.S.	H.O.A.
TRACT G	8,574	0.197	U.S.	H.O.A.
TRACT H	2,225	0.051	U.S.	H.O.A.
TRACT I	2,211	0.050	U.S.	H.O.A.
TRACT J	30,139	0.691	U.S. PARK TRAIL	H.O.A.
TRACT K	2,274	0.052	U.S.	H.O.A.
TRACT L	5,548	0.127	U.S.	H.O.A.
TRACT M	2,088	0.048	U.S.	H.O.A.
TRACT N	30,134	0.690	U.S. D.E. ROAD	H.O.A.
TRACT O	48,304	1.103	U.S. D.E.	H.O.A.
TRACT P	21,225	0.486	U.S.	H.O.A.
TRACT Q	11,146	0.256	U.S.	H.O.A.
TRACT R	19,734	0.451	U.S. D.E. ROAD	H.O.A.
TRACT S	2,089	0.048	U.S.	H.O.A.
TRACT T	158,188	3.601	U.S. D.E. PARK TRAIL	H.O.A.
TRACT U	48,304	1.103	U.S. D.E.	H.O.A.
TRACT V	16,439	0.375	U.S. D.E.	H.O.A.
TRACT W	16,225	0.371	U.S.	H.O.A.
TRACT X	2,088	0.048	U.S.	H.O.A.
TRACT Y	22,774	0.520	U.S.	H.O.A.
TRACT Z	8,321	0.189	U.S.	H.O.A.

TRACT SUMMARY TABLE				
TRACT	AREA (SQ. FT.)	AREA (ACRES)	USAGE	MAINTENANCE RESPONSIBILITY
TRACT AA	1,199	0.028	U.S.	H.O.A.
TRACT BB	2,075	0.048	U.S.	H.O.A.
TRACT CC	20,704	0.476	U.S. D.E.	H.O.A.
TRACT DD	3,001	0.069	U.S.	H.O.A.
TRACT EE	11,125	0.256	U.S.	H.O.A.
TRACT FF	19,834	0.453	U.S. D.E. ROAD	H.O.A.
TRACT GG	3,049	0.069	U.S.	H.O.A.
TRACT HH	2,088	0.048	U.S.	H.O.A.
TRACT II	48,443	1.104	U.S. D.E.	H.O.A.

LAND USE LEGEND
U.S. LANDSCAPE
D.E. DRAINAGE

MAINTENANCE LEGEND
H.O.A. HOME OWNERS ASSOCIATION

RESIDENTIAL DEVELOPMENT STANDARDS							
ZONING DISTRICT	MINIMUM LOT SIZE			MINIMUM YARD SETBACKS			
	AREA	WIDTH	DEPTH	FRONT	SIDE	TOTAL SIDE	REAR
RM-4000	5,000	40	110	30	12/21	5	19

PREPARED May 2021

PREPARED BY:

GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS

2300 S. Alma School Road, Suite 2
Chandler, Arizona 85244
(480) 718-1288

SHEET 2 OF 10

SURVIVED BY:

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Division of the Arizona Board of Professional Engineers

NOTED: THE ABOVE INFORMATION IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.



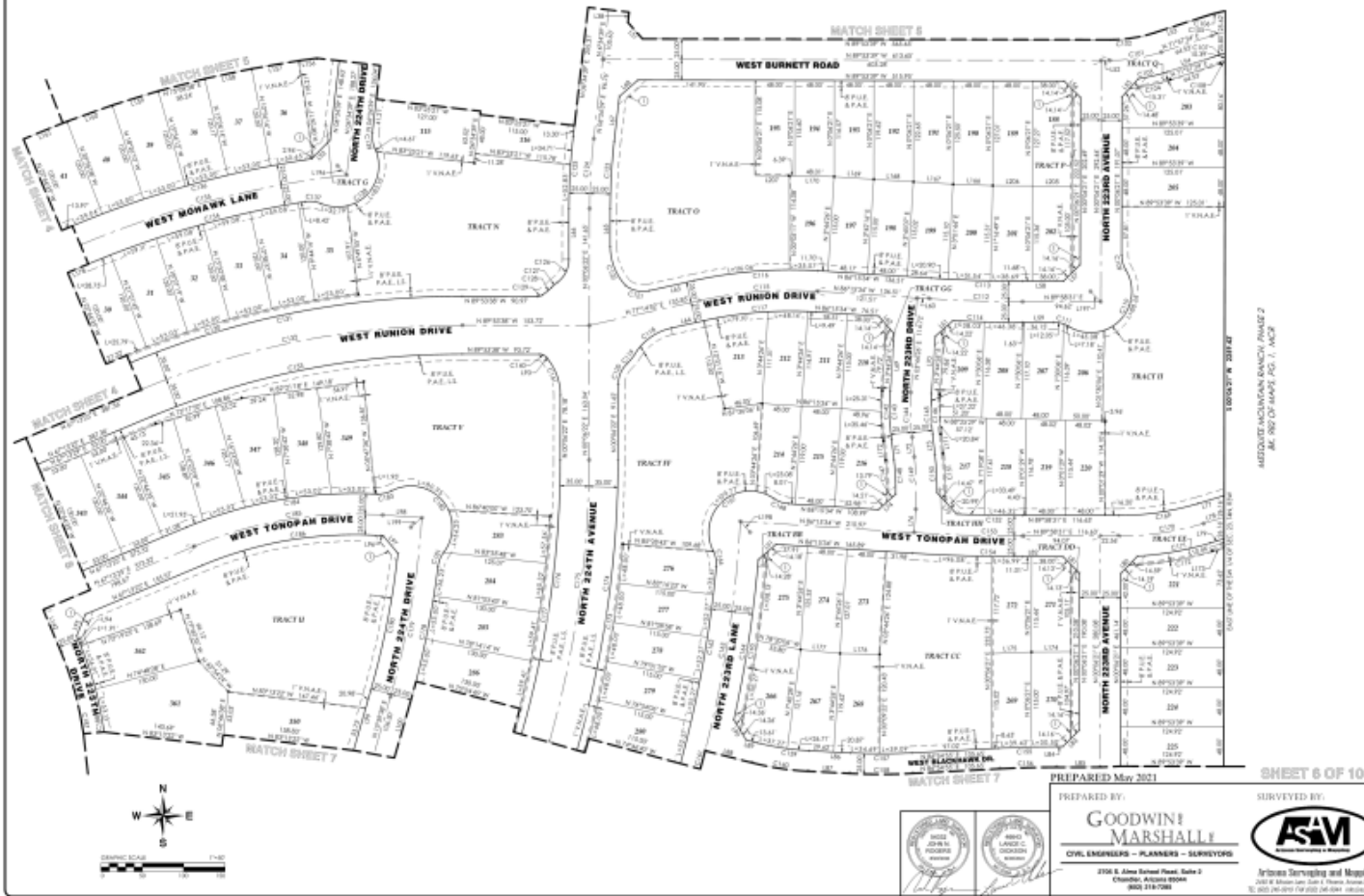
FINAL PLAT

SHEET 3 OF 10

SURVEYED BY:

ASAM
ASTROLOGICAL SURVEILLANCE & MONITORING

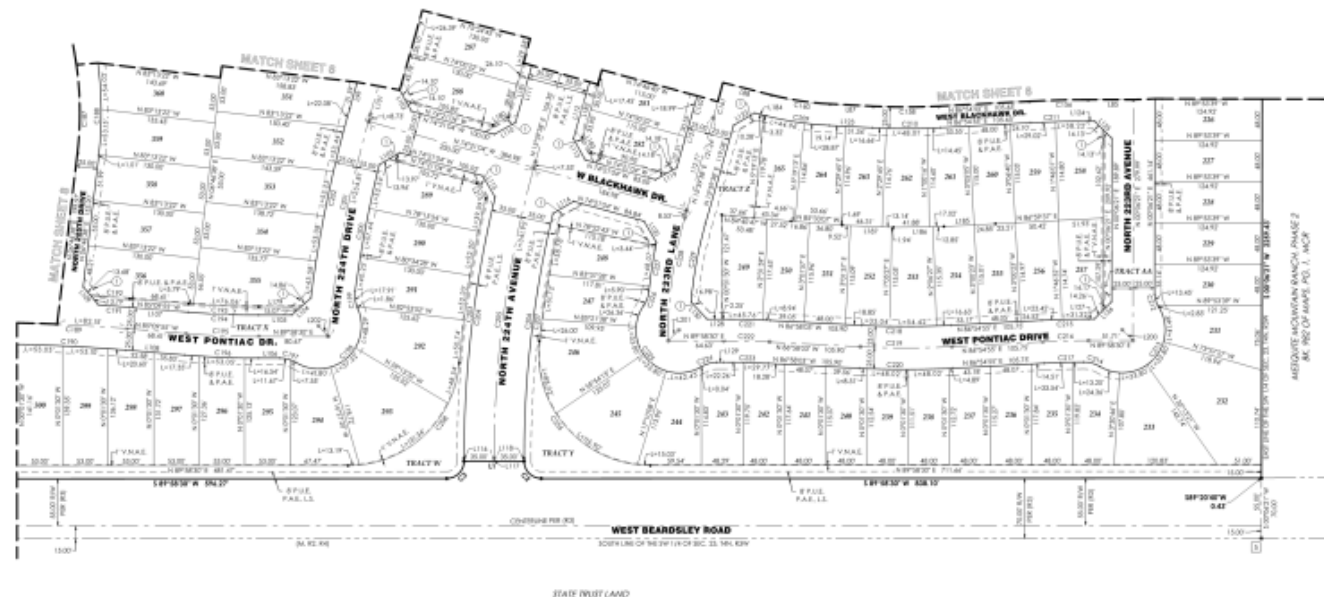
Arizona Surveying and Mapping
2445 W. Mission Lane, Suite 4, Phoenix, Arizona 85021
E: (602) 246-0949 Fax: (602) 246-0944 www.sawent.com



WEST OF MOUNTAIN RANCH, PHASE 1

WEST OF MOUNTAIN RANCH, PHASE 1

FINAL PLAT



"RELAT OF MESQUITE MOUNTAIN RANCH, PHASE 1"

WEST BEARDSLEY ROAD



PREPARED May 2021

PREPARED BY:

GOODWIN & MARSHALL

CIVIL ENGINEERS - PLANNERS - SURVEYORS

2700 S. Alma School Road, Suite 2
Chandler, Arizona 85224
(602) 719-1700

SHEET 7 OF 10

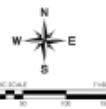
SURVEYED BY:

ASM

Arizona Surveying and Mapping

2010 S. Alma School Road, Suite 2
Chandler, Arizona 85224
(602) 719-1700

FINAL PLAT



	CASE NO. PT03-373
--	--



QUESTIONS OR COMMENTS?

Thank You

RESOLUTION # 2021-154

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN AMENDED FINAL PLAT ENTITLED “REPLAT OF MESQUITE MOUNTAIN RANCH III PHASE 2” GENERALLY LOCATED NORTH OF BEARDSLEY ROAD AND WEST OF 219th AVENUE, AND DIRECTING THAT RECORDING OF THE PLAT WILL BE WITHHELD FOR A MAXIMUM OF 90 DAYS UNTIL FINANCIAL ASSURANCES HAVE BEEN RECEIVED.

WHEREAS, on February 28, 2008, the Mayor and City Council approved the Mesquite Mountain Ranch Phase 2 Final Plat, which was subsequently recorded under Book 982, Page 1 MCR;

WHEREAS, on August 26, 2020, Mesquite Mountain Ranch Investments, Inc. filed a request for a Replat of Mesquite Mountain Ranch III Phase 2 under case FS20-536;

WHEREAS, on June 16, 2020, the Mayor and City Council approved the rezoning of the property under case FS18-617;

WHEREAS, on September 15, 2020, the Mayor and City Council approved the Mesquite Mountain Ranch Preliminary Plat under case FS19-870;

WHEREAS, Mesquite Mountain Ranch Investments, Inc. has requested approval of the subject Final Plat;

WHEREAS, Mesquite Mountain Ranch Investments, Inc. has requested that recording of the Final Plat be deferred until the property conveys title and the new owners have provided Financial Assurances to the City of Surprise; and

WHEREAS, the City of Surprise agrees to withhold recording of the Final Plat until said Financial Assurances have been received by the City.

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

Section 1. The Amended Final Plat entitled “Replat of Mesquite Mountain Ranch III Phase 2”, dated July 2021 is approved.

Section 2. The City of Surprise will withhold recording of the aforementioned Final Plat until Financial Assurances have been received by the City of Surprise.

Section 3. If the Financial Assurances have not been received by the City within 90 days of the approval of this Resolution, the Final Plat will be noticed for a public hearing

and possible action by the Mayor and City Council to rescind this Resolution and approval of the Final Plat.

APPROVED AND ADOPTED this _____ day of _____ 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

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

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

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

Consideration and action declaring the City's intention of establishing a street light improvement district entitled, "City of Surprise, Arizona, SU-Mesquite Mnt Rnch 155 Lighting Improvement District" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution # 2021-140.

Motion:

I move to approve Resolution #2021-140.

Background:

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

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

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

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for the Mesquite Mountain Ranch 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 Legal and Boundary_Mesquite Mountain Rnch FS20-373
 2. 02 Petition_Mesquite Mountain Ranch FS20-373A
 3. 03 Streetlight Plan_MMR Ph 1_FS20-373
 4. 03 Streetlight Plan_MMR Ph 2_FS20-536
 5. 03 Streetlight Plan_MMR 227th Avenue_FS20-541
 6. 03 Streetlight Plan_MMR Beardsley Road_FS20-592
 7. 03 Streetlight Plan_MMR 219th Avenue_FS20-593
 8. 04 Res 2021-140 Mesquite Mountain Ranch FS20-373
 9. 04 Council Map_Mesquite Mountain Ranch FS20-373
-

EXHIBIT "A"
MESQUITE MOUNTAIN RANCH, PHASE 1 & 2
STREET LIGHT IMPROVEMENT DISTRICT
LEGAL DESCRIPTION

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

COMMENCING at the Southwest corner of said Section 23, from which the West Quarter corner of said Section 23 bears North 00 deg. 11 min. 57 sec. East – 2,639.93 feet;

THENCE North 00 deg. 11 min. 57 sec. East along the West line of the Southwest Quarter of said Section 23, a distance of 15.00 feet to the **TRUE POINT OF BEGINNING**;

THENCE North 00 deg. 11 min. 57 sec. East along said West line, a distance of 1,455.17 feet;

THENCE South 89 deg. 48 min. 03 sec. East departing said West line, a distance of 67.50 feet;

THENCE North 78 deg. 33 min. 57 sec. East, a distance of 113.13 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 80.00 feet, a central angle of 92 deg. 7 min. 36 sec., and being subtended by a chord which bears North 82 deg. 54 min. 55 sec. East - 115.22 feet;

THENCE in an easterly direction along said curve to the right, a distance of 128.63 feet;

THENCE North 64 deg. 26 min. 25 sec. East non-tangent to said curve, a distance of 98.87 feet;

THENCE South 84 deg. 40 min. 41 sec. East, a distance of 69.34 feet;

THENCE North 67 deg. 22 min. 19 sec. East, a distance of 91.71 feet;

THENCE North 76 deg. 17 min. 29 sec. East, a distance of 462.82 feet;

THENCE North 71 deg. 40 min. 59 sec. East, a distance of 783.75 feet;

THENCE South 88 deg. 49 min. 42 sec. East, a distance of 64.06 feet;

THENCE North 62 deg. 38 min. 09 sec. East, a distance of 388.22 feet;

THENCE North 39 deg. 56 min. 46 sec. East, a distance of 52.36 feet;

THENCE North 54 deg. 51 min. 07 sec. East, a distance of 312.04 feet;

THENCE South 89 deg. 53 min. 39 sec. East, a distance of 218.62 feet to the North-South Mid-Section line of said Section 23;

THENCE South 00 deg. 06 min. 21 sec. West along said Mid-Section line, a distance of 344.31 feet;

THENCE North 89 deg. 47 min. 40 sec. East departing said Mid-Section line, a distance of 1,978.14 feet;

THENCE North 00 deg. 03 min. 01 sec. East, a distance of 660.65 feet to the East-West Mid-Section line of said Section 23;

THENCE North 89 deg. 49 min. 30 sec. East along said Mid-Section line, a distance of 659.17 feet to the East Quarter corner of said Section 23;

THENCE South 00 deg. 01 min. 54 sec. West along the East line of the Southeast Quarter of said Section 23, a distance of 1,320.60 feet;

THENCE South 89 deg. 45 min. 40 sec. West departing said East line, a distance of 1,319.19 feet;

THENCE South 00 deg. 04 min. 08 sec. West, a distance of 660.90 feet;

THENCE North 89 deg. 44 min. 05 sec. East, a distance of 659.81 feet;

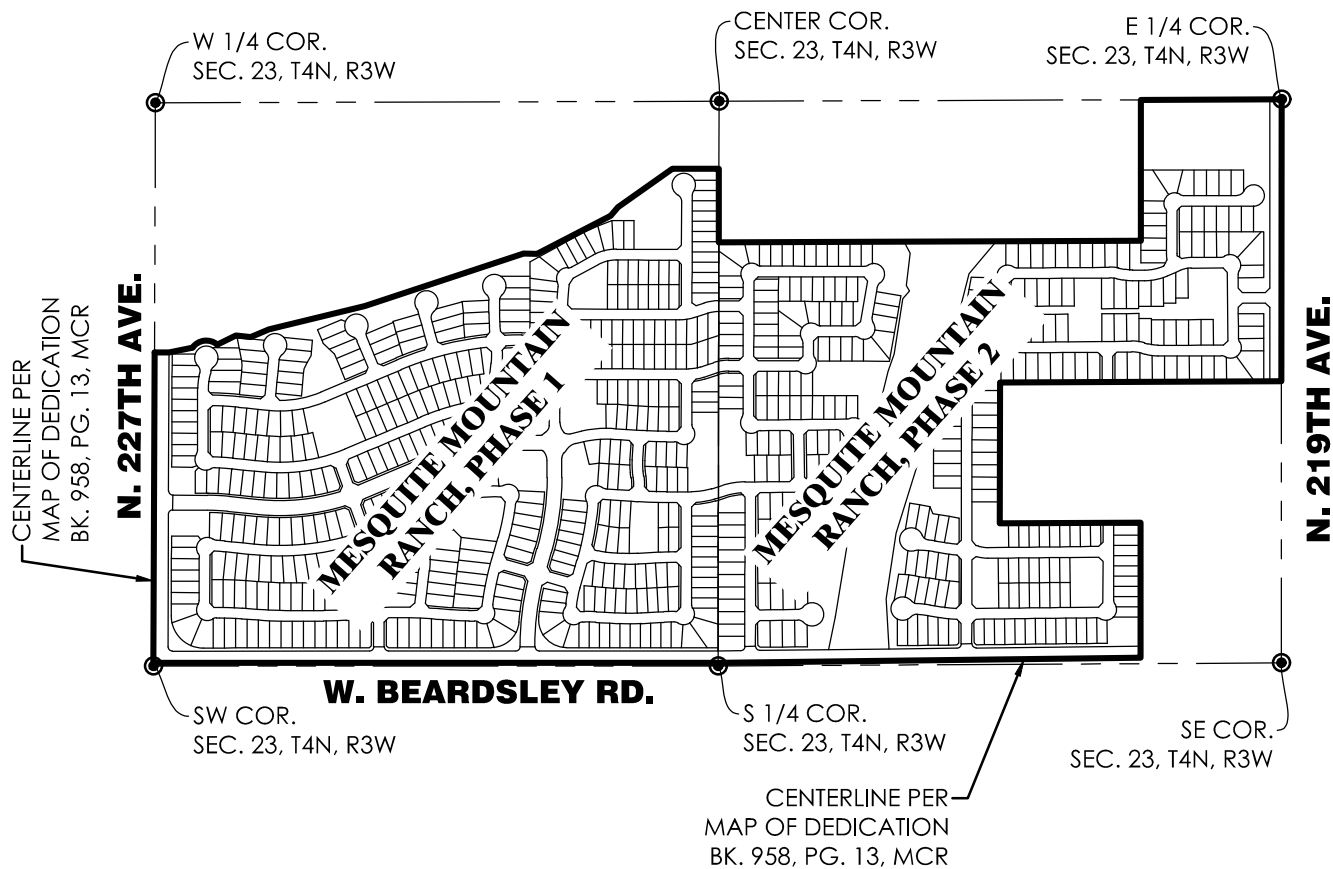
THENCE South 00 deg. 03 min. 01 sec. West, a distance of 633.27 feet to the centerline of West Beardsley Road as shown in the Map of Dedication recorded in Book 958 of Maps, Page 13, MCR;

THENCE South 89 deg. 20 min. 40 sec. West along said centerline, a distance of 1,980.19 feet;

THENCE South 89 deg. 58 min. 30 sec. West along said centerline, a distance of 2,646.28 feet to the **POINT OF BEGINNING**, containing 9,143,833 square feet or 209.914 acres of land, more or less.



EXHIBIT "B"



**GOODWIN AND
MARSHALL INC.**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 S. Alma School Road, Suite 2
Chandler, Arizona 85044
(602) 218-7285

Scale:	NONE
Date:	5/13/2020
Job No.:	10846A
Drafted:	J.N.R.
Checked:	J.N.R.

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of
1



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STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

Expenses of the District (PICK ONE)

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

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

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

The name of the proposed street light improvements district shall be:
SU-Mesquite Mtn Rnch 155

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Mesquite Mountain Ranch Investments, LLC	Beardsley and 227th	503-80-053 thru 503-80-671	<i>Richard Meritt</i>

**RESOLUTION OF MEMBER
OF
MMR MANAGEMENT LLC**

The undersigned, a member of MMR Management LLC (the “Company”) hereby adopts the following resolutions:

WHEREAS, the Company is the manager of MMR Investors LLC, an Arizona limited liability company (“MMR Investors”), which is the manager of Mesquite Mountain Ranch Investments LLC, an Arizona limited liability company (“Mesquite Mountain Ranch”); and

WHEREAS, Mesquite Mountain Ranch is the owner of the property know as Mesquite Mountain Ranch and located in the City of Surprise, Arizona (the “Property”); and

WHEREAS, the Company desires to authorize Richard C. Merritt (“Merritt”) to act on behalf of the Company in dealing with the City of Surprise (the “City”) on matters involving the Property;

NOW, THEREFORE, RESOLVED, that Merritt as the Authorized Agent of the Company and as the Authorized Agent of Mesquite Mountain Ranch, be and he is hereby fully authorized, directed and empowered to act on behalf of the Company and Mesquite Mountain Ranch in connection with matters involving the Property, including the execution of petitions, applications and other submittals to the City relating to the Property; to take such actions on behalf of the Company and Mesquite Mountain Ranch as are necessary or desirable to obtain entitlements or approvals for the Property; and to take such action and execute such additional documents as are necessary or desirable to carry out the intent and purpose of the foregoing resolutions. All actions by Merritt in connection with the Property prior to the date hereof are hereby ratified and approve.

Dated: June 3, 2019.



Elliott D. Pollack

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DARCOR GENERAL NOTES

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

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

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

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

CITY OF SURPRISE GENERAL ENGINEERING NOTES

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

DEVELOPER

MESQUITE MOUNTAIN RANCH INVESTMENTS, LLC
7505 EAST SIXTH STREET
SCOTTSDALE, AZ 85251
PHONE: (480) 423-9200
CONTACT: RICK MERRITT

CIVIL ENGINEER

GOODWIN & MARSHALL
2705 S. ALMA SCHOOL RD, SUITE 2
PHOENIX, AZ 85286
PHONE: (602) 218-7285
CONTACT: WARREN C. RUSSELL, P.E.

ELECTRICAL ENGINEER

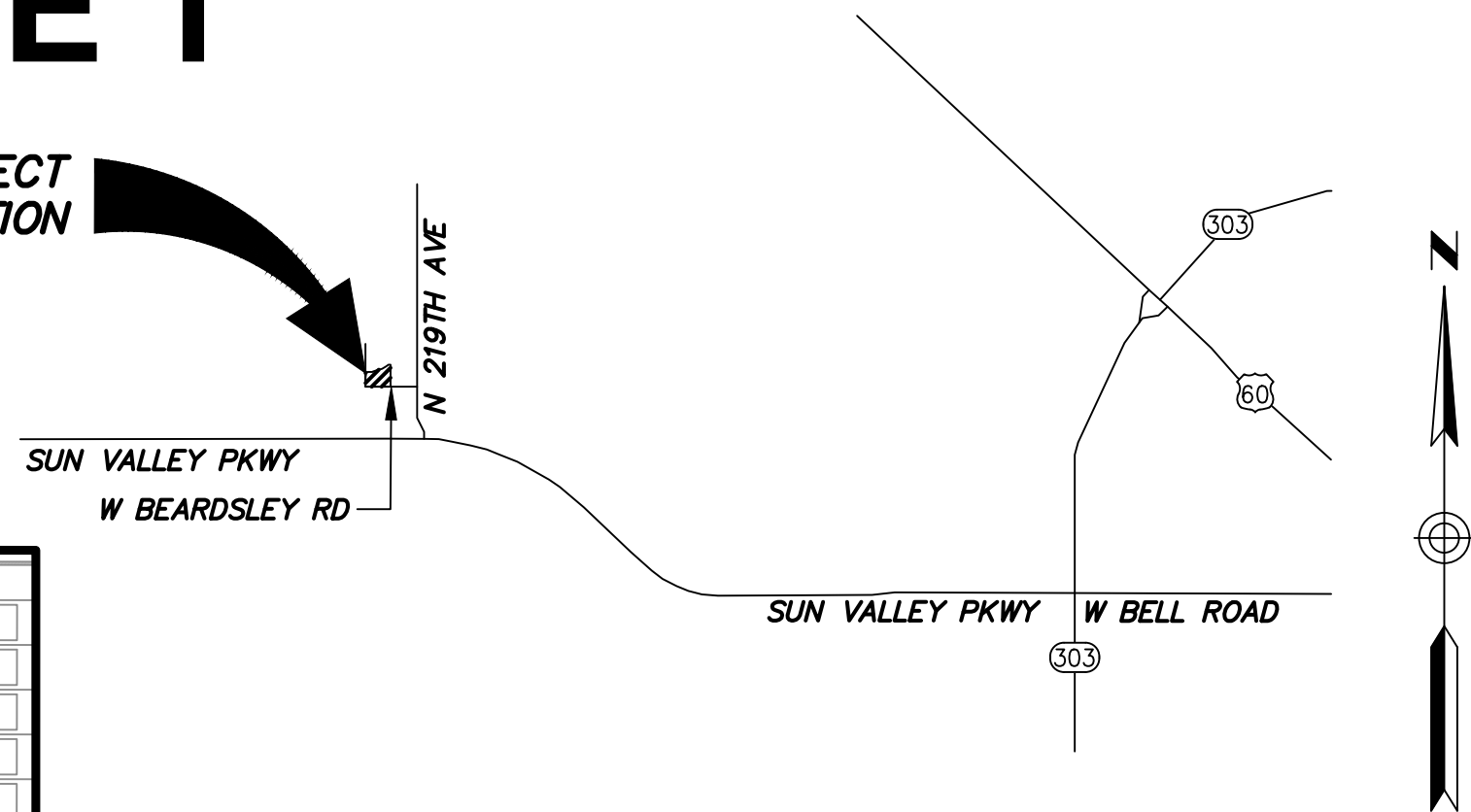
DARCOR & ASSOCIATES
22601 N. 17TH AVENUE, STE 240
PHOENIX, AZ 85027
PHONE: (602) 795-2699
CONTACT: DARWIN REYNOLDS, P.E.

UTILITY CONFLICT COORDINATION				
UTILITY COMPANY	DATE SUBMITTED	DATE OF RESPONSE	CONTACT	PHONE
APS	2020-6-2	2020-6-18	MERYBETH TAFT	623-975-5786
ZONA	2020-6-2	2020-6-18	BERNIE ARMSTRONG	623-455-4555
WAPA	2020-6-2	2020-6-18	CARLA CRISTELLI	602-605-2554
SRP POWER	2020-6-2	2020-6-18	BECKY THOMAS	602-236-0813
COX CABLEVISION	2020-6-2	2020-6-18	CONFLICT REVIEW DEPT.	623-594-1000
SOUTHWEST GAS	2020-6-2	2020-6-18	FRANCHISE DEPT.	602-484-5385

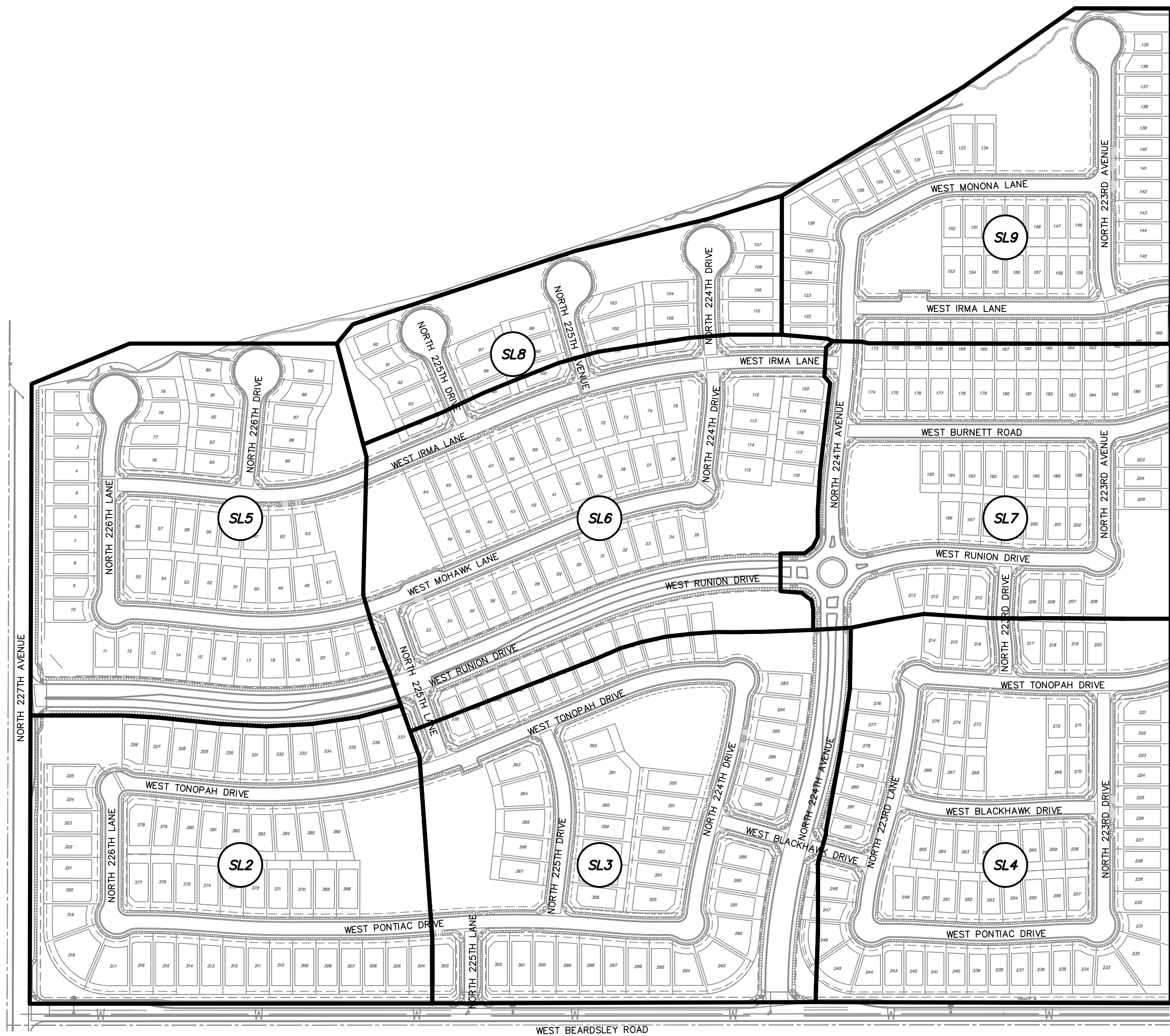
STREET LIGHTING PLANS FOR MESQUITE MOUNTAIN RANCH - PHASE 1

A PORTION OF THE THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH,
RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

PROJECT
LOCATION



VICINITY MAP
NTS



KEY MAP
NTS

CITY OF SURPRISE SIGNATURE BLOCK

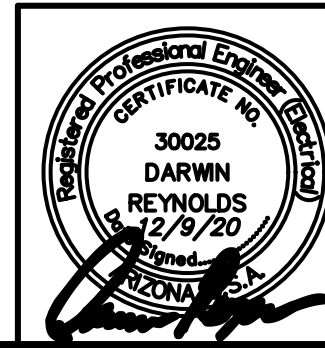
THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND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

APPROVED _____
CITY OF SURPRISE ENGINEER

DATE

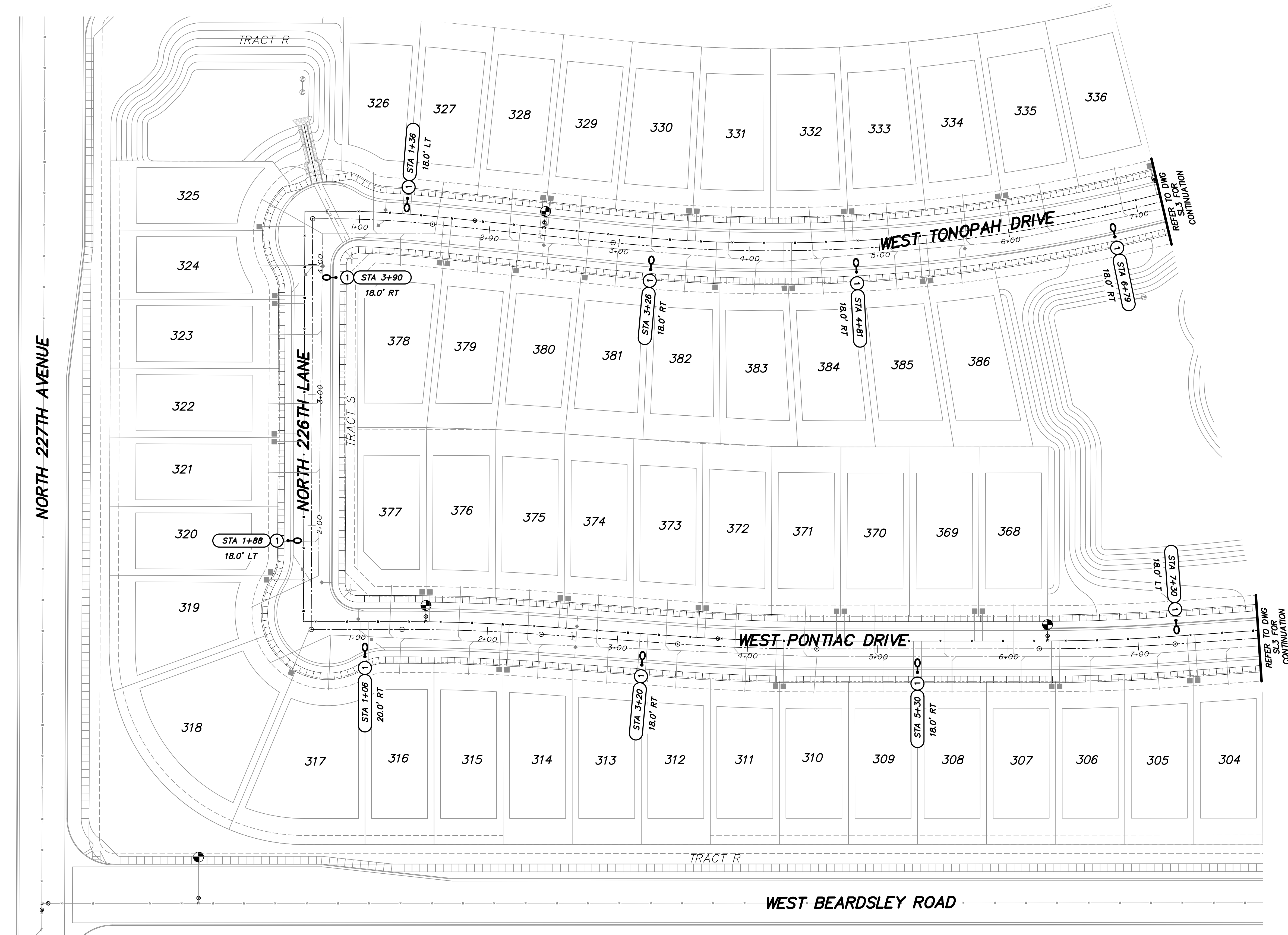
FS20-373

SLID #: SU-Mesquite Mtn Rnch 155



DARCOR ELECTRICAL CONSULTING ENGINEERS		22601 N. 16TH ST. SUITE 240 PHOENIX, AZ 85027 PH: (602) 795-2699 WWW.DARCORINC.COM	
MESQUITE MOUNTAIN RANCH PHASE 1 SURPRISE, ARIZONA			
SHEET TITLE STREET LIGHTING COVER SHEET			
DATE DEC 2020	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL1 PROJ No. 20020	SHEET 1 OF 12

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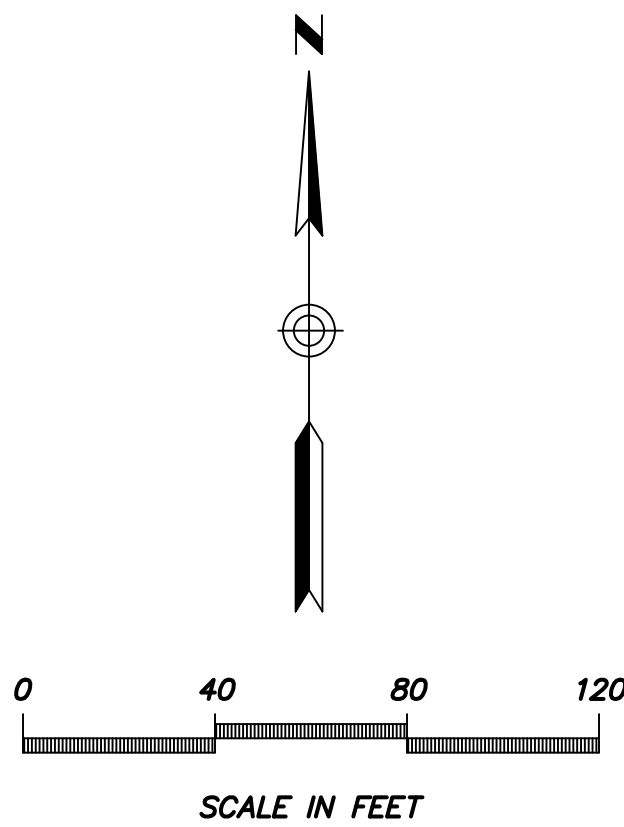
KEY NOTE

- ① INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL10.

LEGEND

- PROPOSED 41W STREET LIGHT
- EXISTING OR PROPOSED STREET LIGHT (NOT IN CONTRACT)
- ⊕ FIRE HYDRANT

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



DARCOR
ELECTRICAL CONSULTING ENGINEERS
22801 N. 16TH ST.
SUITE 240
PHOENIX, AZ 85027
PH: (602) 798-8899
WWW.DARCORINC.COM

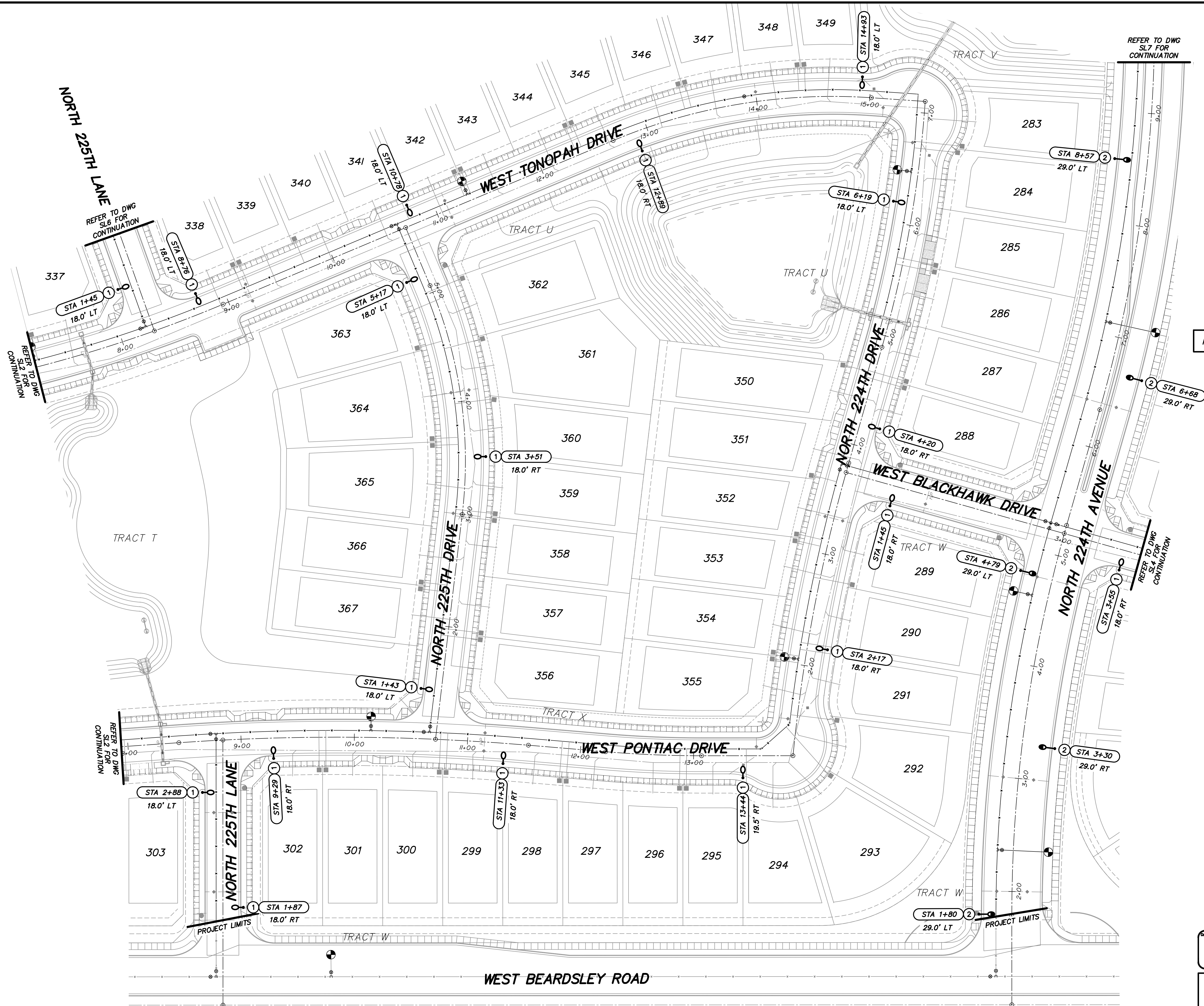
MESQUITE MOUNTAIN RANCH
PHASE 1
SURPRISE, ARIZONA

SHEET TITLE
STREET LIGHTING LAYOUT - I

DATE DEC 2020	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL2 PROJ No. 20020	SHEET 2 OF 12
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FS20-373

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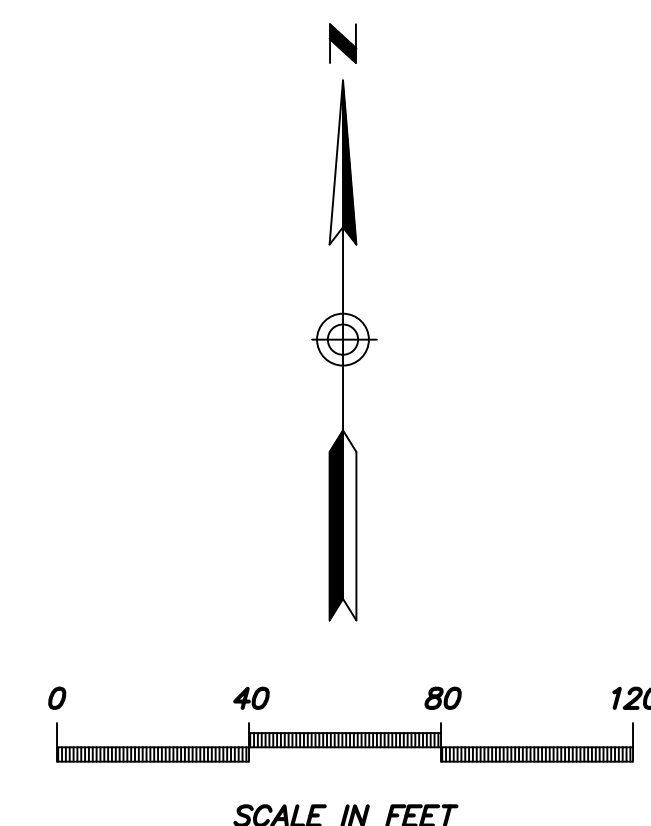
KEY NOTE

- 1 INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL10.
- 2 INSTALL 88W, 3000K LED (8,200 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 38'-0" DIRECT BURIED SQUARE STEEL POLE WITH A 4'-0" MAST ARM (31.5' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL10.

LEGEND

- PROPOSED 41W STREET LIGHT
- PROPOSED 88W STREET LIGHT
- EXISTING OR PROPOSED STREET LIGHT (NOT IN CONTRACT)
- FIRE HYDRANT

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



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MESQUITE MOUNTAIN RANCH
PHASE 1
SURPRISE, ARIZONA

STREET LIGHTING LAYOUT - II

DATE DEC 2020	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL3 PROJ No. 20020	SHEET 3 OF 12
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FS20-373

Saved: Monday, December 7, 2020 2:54:33 PM File: Z:\2020\2020-MMR (Mesquite Mtn Ranch)\Drawings\Street Lighting\Phase 1\2020-PT-SL4 Drafter:Kapschl



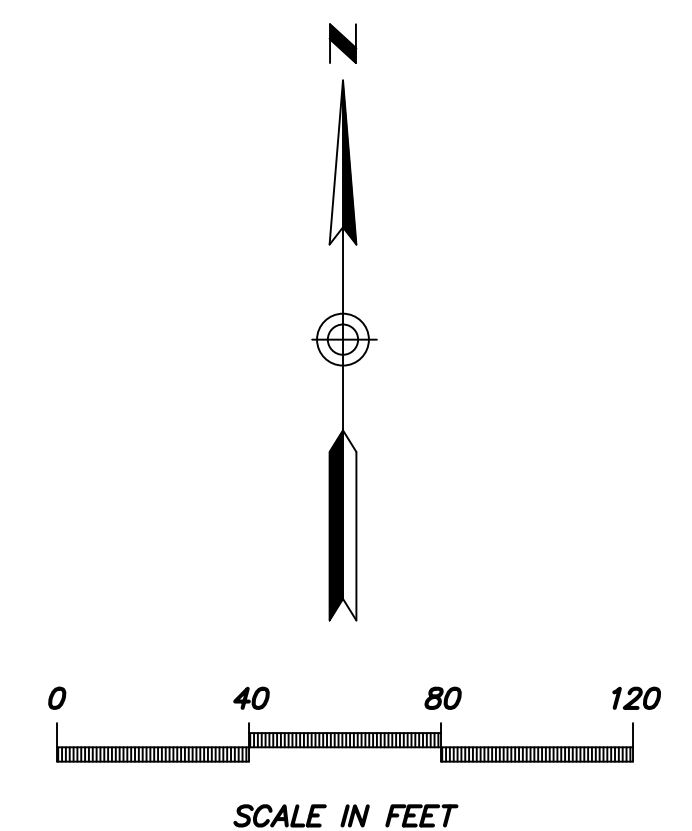
KEY NOTE

- 1 INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL10.

LEGEND

- PROPOSED 41W STREET LIGHT
- EXISTING OR PROPOSED STREET LIGHT (NOT IN CONTRACT)
- FIRE HYDRANT

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



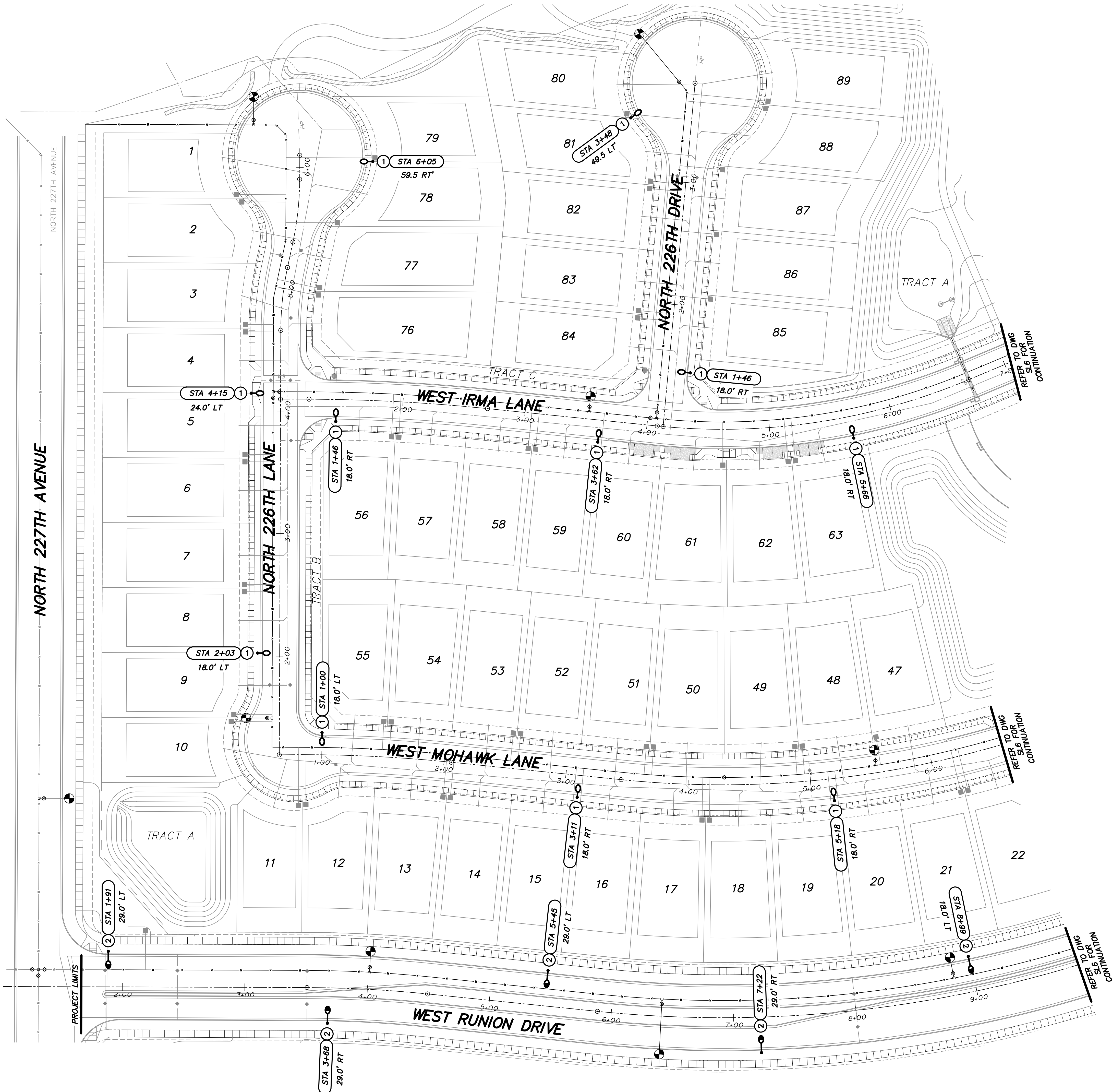
22801 N. 16TH ST.
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**MESQUITE MOUNTAIN RANCH
PHASE 1
SURPRISE, ARIZONA**

STREET LIGHTING LAYOUT - III

DATE DEC 2020	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL4 PROJ No. 20020	SHEET 4 OF 12
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Saved: Monday, December 7, 2020 5:14:56 PM File: Z:\2020\20020-MMR (Mesquite Mtn Ranch)\Drawings\Street Lighting\Phase 1\20020-P1-SL5 Drafter:Kapschl



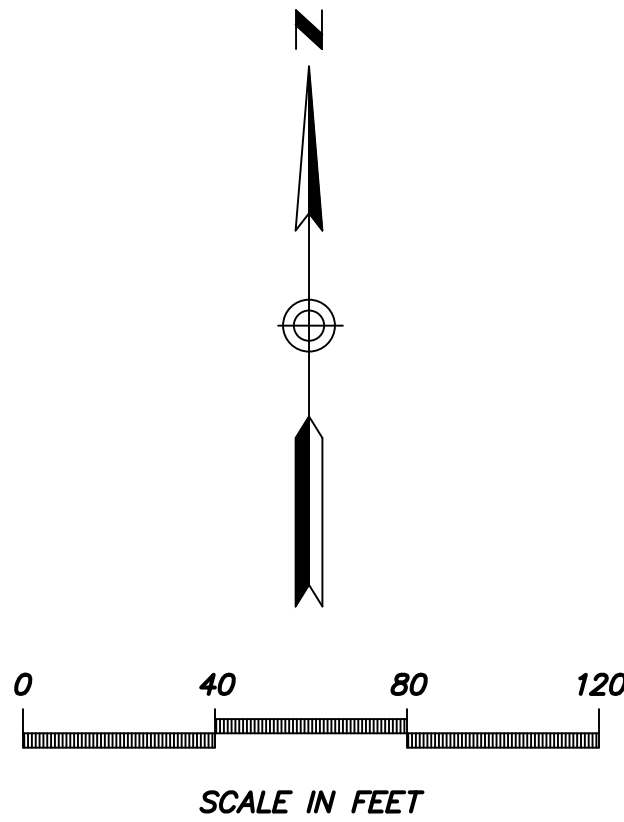
KEY NOTE

- 1 INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL10.
- 2 INSTALL 88W, 3000K LED (8,200 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 38'-0" DIRECT BURIED SQUARE STEEL POLE WITH A 4'-0" MAST ARM (31.5' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL10.

LEGEND

- PROPOSED 41W STREET LIGHT
- PROPOSED 88W STREET LIGHT
- EXISTING OR PROPOSED STREET LIGHT (NOT IN CONTRACT)
- FIRE HYDRANT

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



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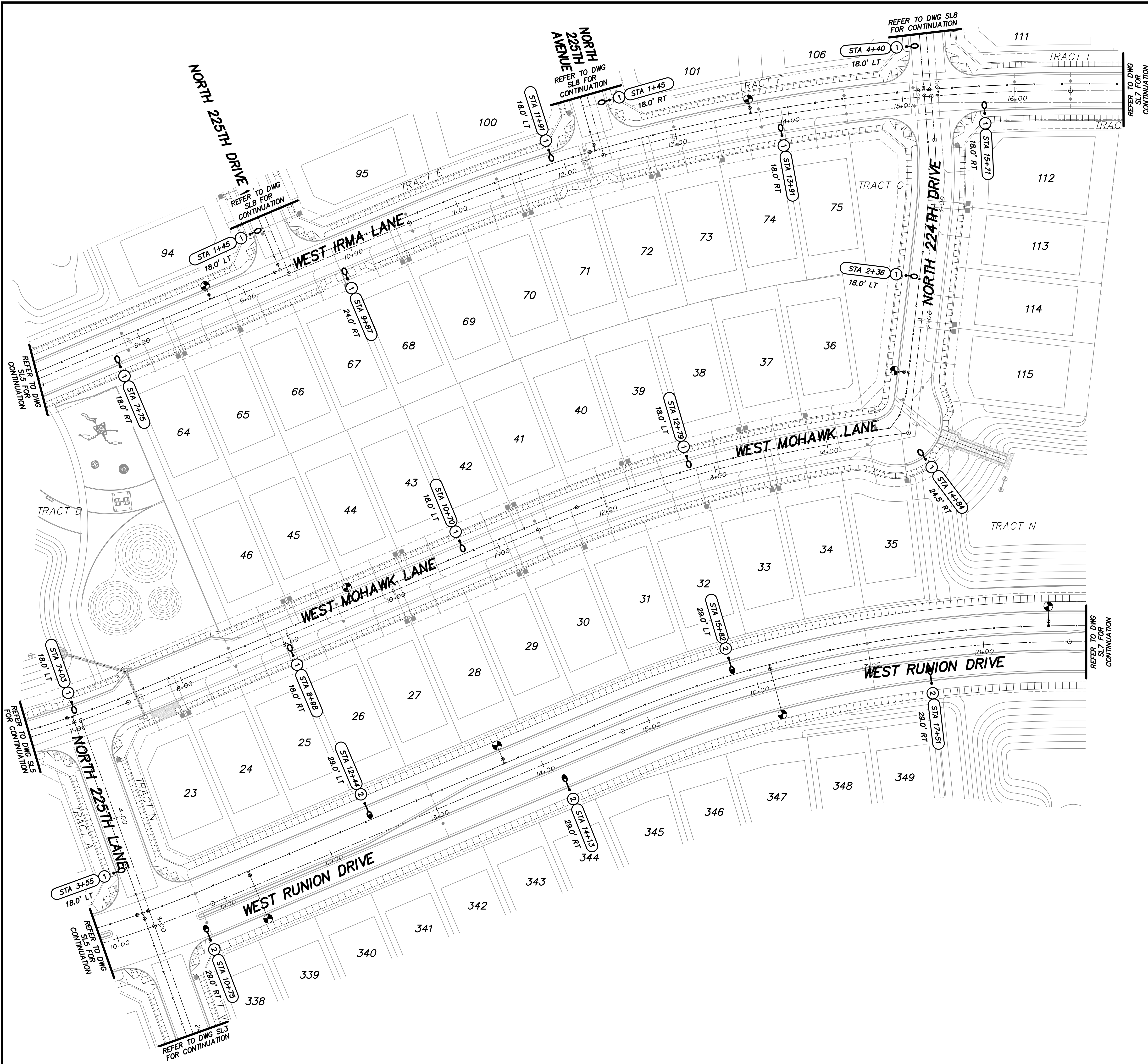
MESQUITE MOUNTAIN RANCH
PHASE 1
SURPRISE, ARIZONA

SHEET TITLE
STREET LIGHTING LAYOUT - IV

DATE DEC 2020	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL5 PROJ No. 20020	SHEET 5 OF 12
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Saved: Monday, December 7, 2020 3:42:44 PM File: Z:\2020\2020-MMR (Mesquite Mtn Ranch)\Drawings\Street Lighting\Phase 1\2020-PT-SL6 Drafter:Kapschl



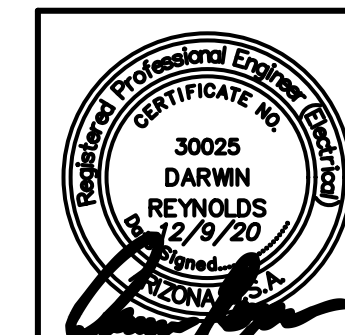
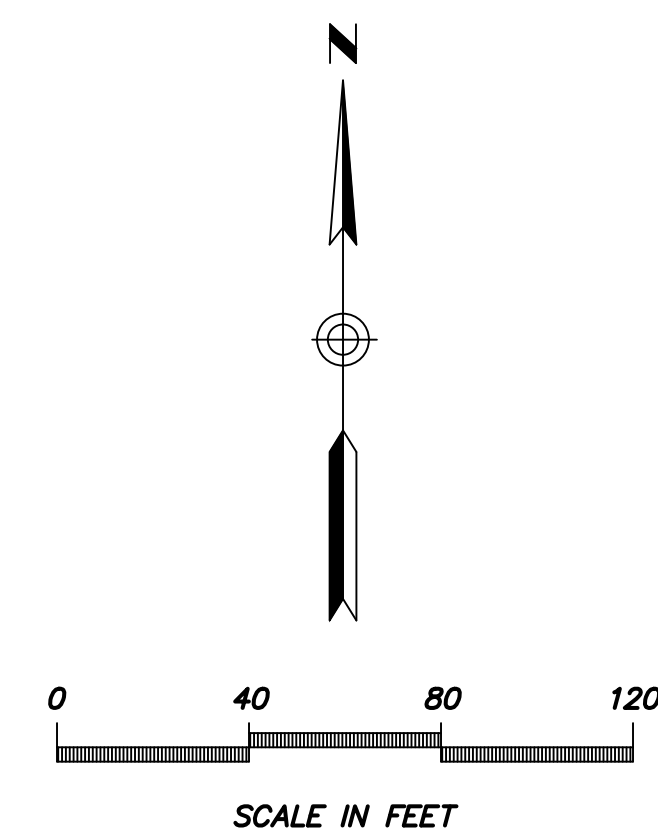
KEY NOTE

- 1 INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL10.
- 2 INSTALL 88W, 3000K LED (8,200 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 38'-0" DIRECT BURIED SQUARE STEEL POLE WITH A 4'-0" MAST ARM (31.5' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL10.

LEGEND

- PROPOSED 41W STREET LIGHT
- PROPOSED 88W STREET LIGHT
- EXISTING OR PROPOSED STREET LIGHT (NOT IN CONTRACT)
- FIRE HYDRANT

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



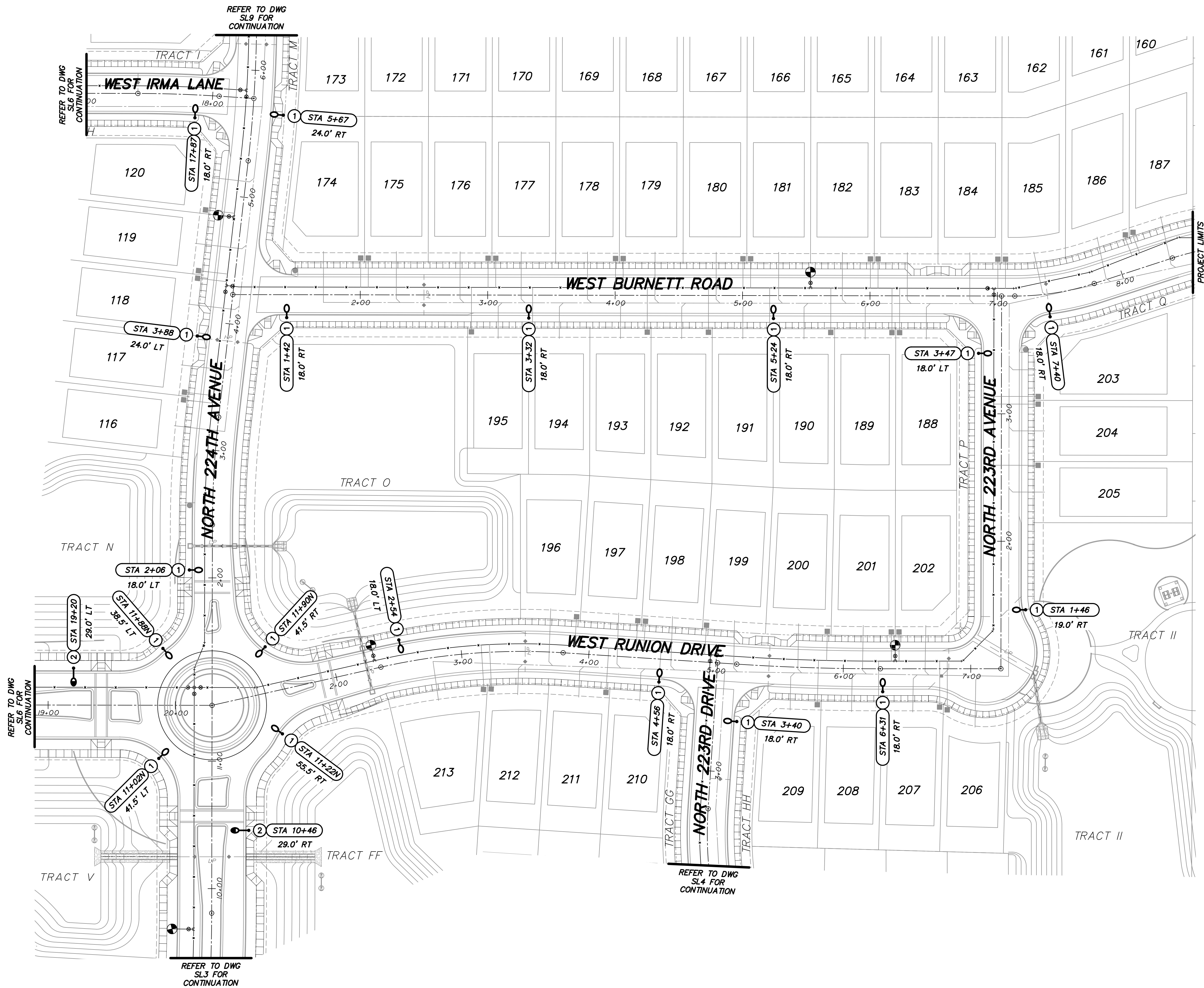
DARCOR
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PHOENIX, AZ 85027
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MESQUITE MOUNTAIN RANCH
PHASE 1
SURPRISE, ARIZONA

SHEET TITLE
STREET LIGHTING LAYOUT - V

DATE DEC 2020	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL6 PROJ No. 20020	SHEET 6 OF 12
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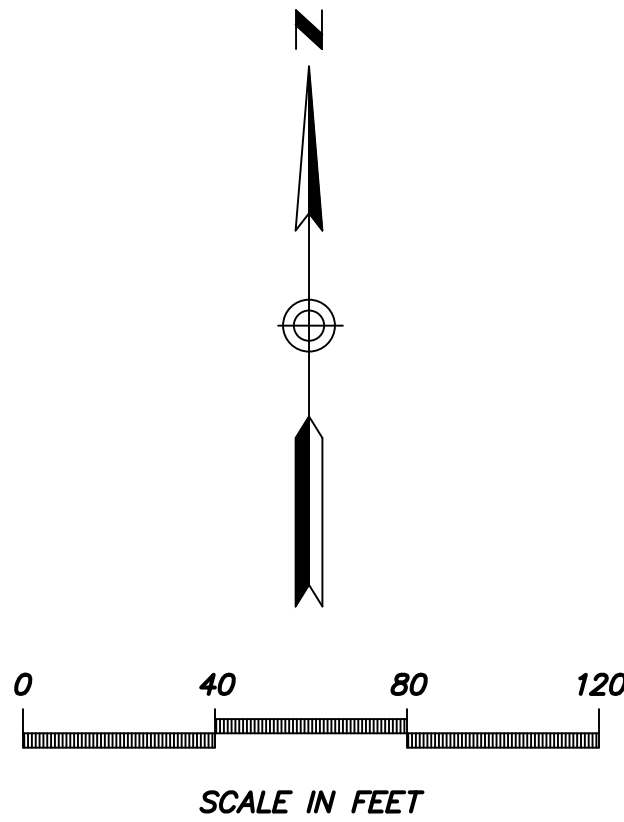
KEY NOTE

- 1 INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL10.
- 2 INSTALL 88W, 3000K LED (8,200 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 38'-0" DIRECT BURIED SQUARE STEEL POLE WITH A 4'-0" MAST ARM (31.5' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL10.

LEGEND

- PROPOSED 41W STREET LIGHT
- PROPOSED 88W STREET LIGHT
- EXISTING OR PROPOSED STREET LIGHT (NOT IN CONTRACT)
- FIRE HYDRANT

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



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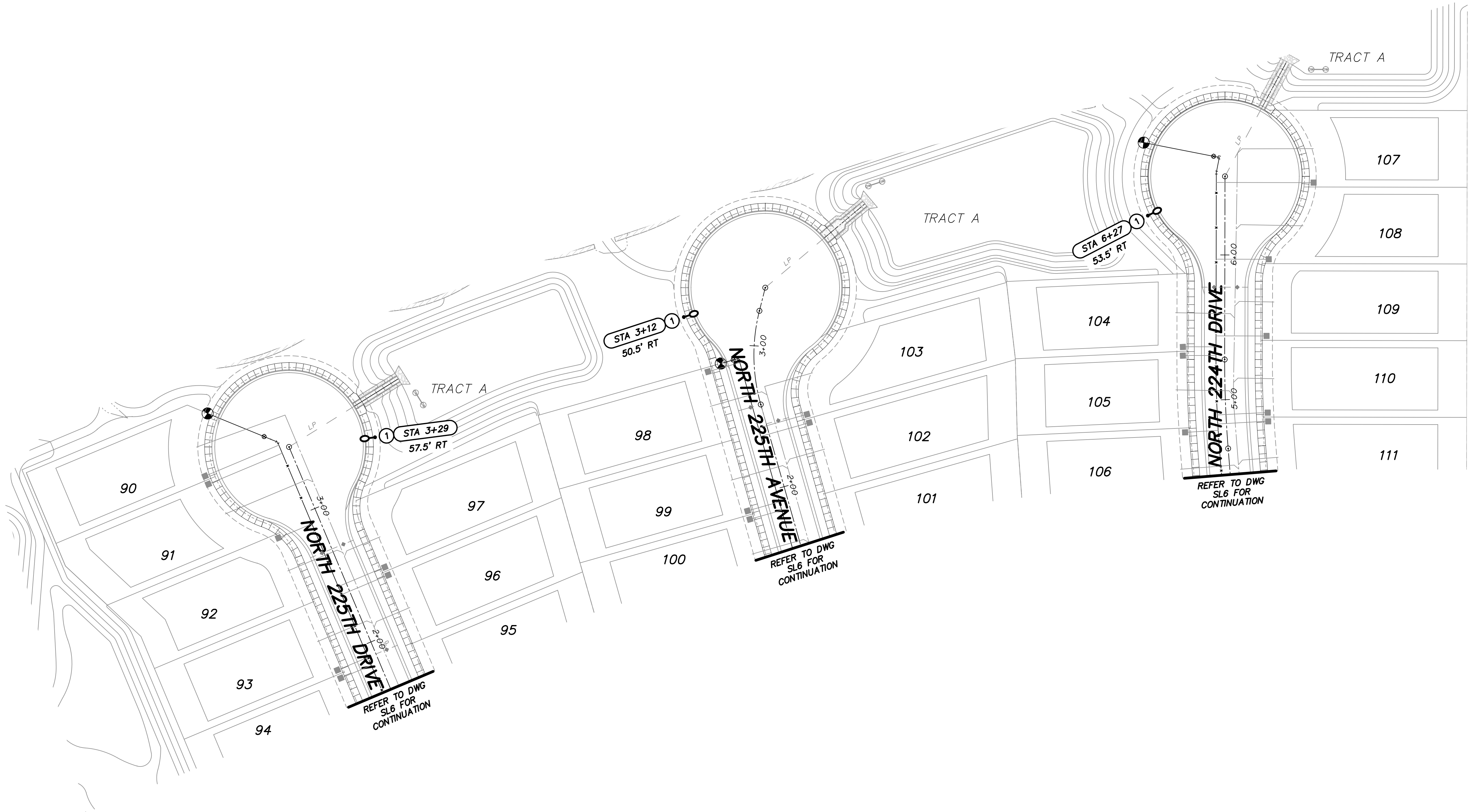
MESQUITE MOUNTAIN RANCH
PHASE 1
SURPRISE, ARIZONA

SHEET TITLE
STREET LIGHTING LAYOUT - VI

DATE DEC 2020	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL7 PROJ No. 20020	SHEET 7 OF 12
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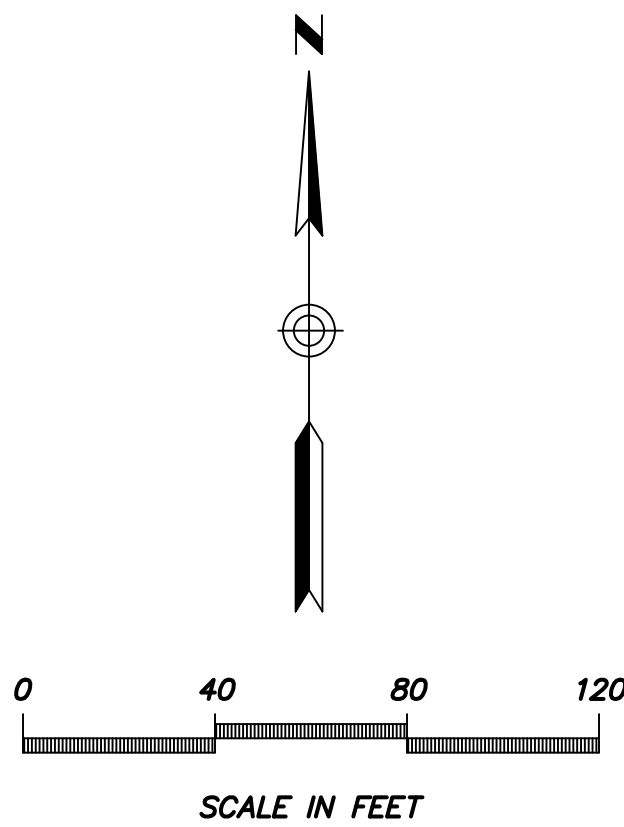
KEY NOTE

- ① INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL10.

LEGEND

- PROPOSED 41W STREET LIGHT
- EXISTING OR PROPOSED STREET LIGHT (NOT IN CONTRACT)
- ⊕ FIRE HYDRANT

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



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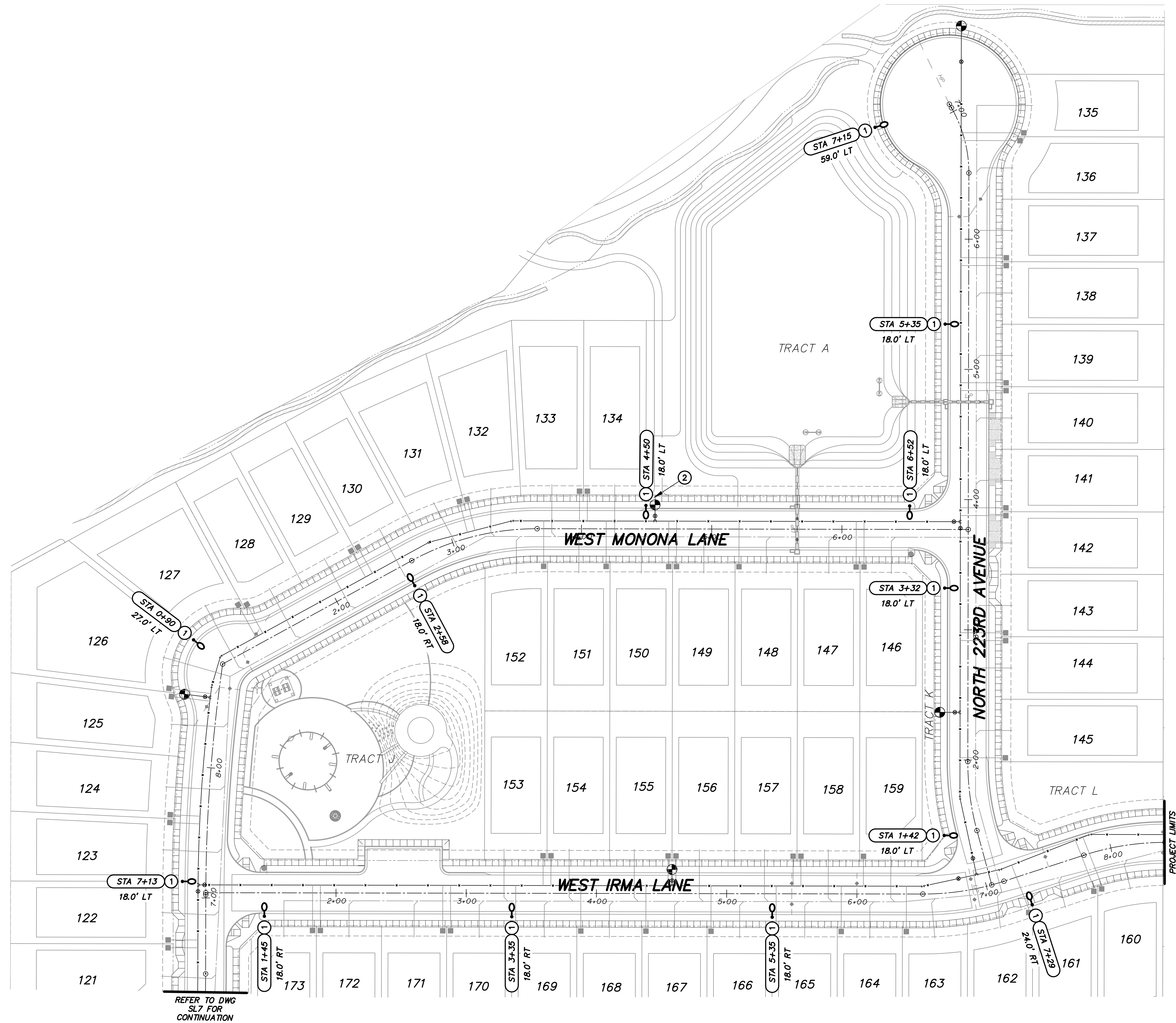
**MESQUITE MOUNTAIN RANCH
PHASE 1
SURPRISE, ARIZONA**

SHEET TITLE
STREET LIGHTING LAYOUT - VII

DATE DEC 2020	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL8 PROJ No. 20020	SHEET 8 OF 12
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FS20-373

Saved: Monday, December 7, 2020 3:43:37 PM File: Z:\2020\20020-MMR (Mesquite Mtn Ranch)\Drawings\Street Lighting\Phase 1\20020-PT-SL9 Drafter:Kapschl



REFER TO DWG
SL7 FOR
CONTINUATION

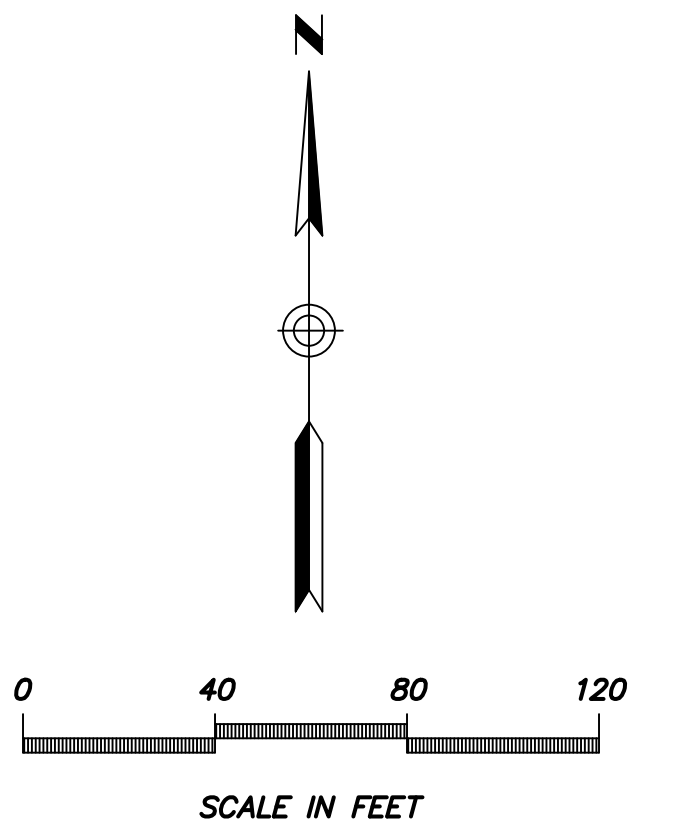
KEY NOTE

- 1 INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL10.
- 2 MAINTAIN A MINIMUM OF 7' CLEARANCE FROM FIRE HYDRANT.

LEGEND

- PROPOSED 41W STREET LIGHT
- EXISTING OR PROPOSED STREET LIGHT (NOT IN CONTRACT)
- FIRE HYDRANT

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



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MESQUITE MOUNTAIN RANCH
PHASE 1
SURPRISE, ARIZONA

SHEET TITLE

STREET LIGHTING LAYOUT - VIII

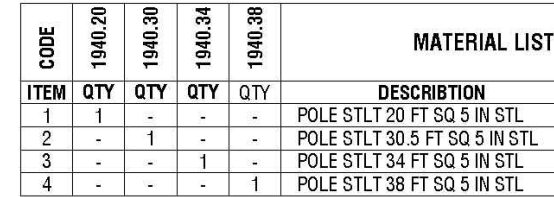
DATE DEC 2020	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL9 PROJ No. 20020	SHEET 9 OF 12
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FS20-373



- | POLE
CODE | POLE
LENGHT | BURY
DEPTH | POLE
ABOVE
GROUND | LUMINAIRE HEIGHT ABOVE GROUND | | | |
|--------------|----------------|---------------|-------------------------|-------------------------------|---------|---------|---------|
| | | | | 6IN ARM | 2FT ARM | 4FT ARM | 8FT ARM |
| 1940.20 | 20'-0" | 5'-0" | 15'-0" | 15'-0" | 15'-0" | 15'-0" | --- |
| 1940.30 | 30'-0" | 5'-0" | 25'-0" | 25'-0" | 25'-0" | 25'-0" | 33'-0" |
| 1940.34 | 34'-0" | 6'-0" | 28'-0" | 28'-0" | 28'-0" | 28'-0" | 39'-0" |
| 1940.38 | 38'-0" | 6'-6" | 31'-6" | 31'-6" | 31'-6" | 31'-6" | 39'-0" |
- * SEE NOTE 5

 ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS					LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY		SH 2 OF 8030
BY	MGR.	DIR.	DATE	REV.			
KLS	B. MCMINN	B. SMITH	04/2010	9			



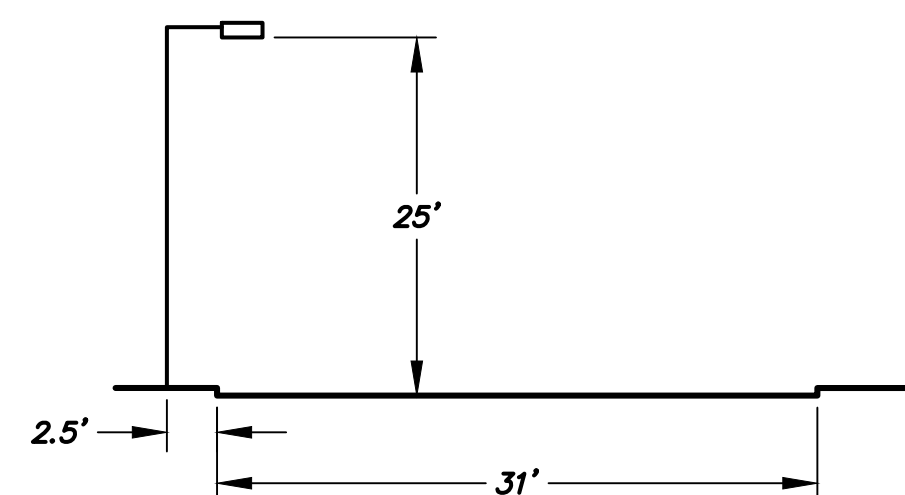
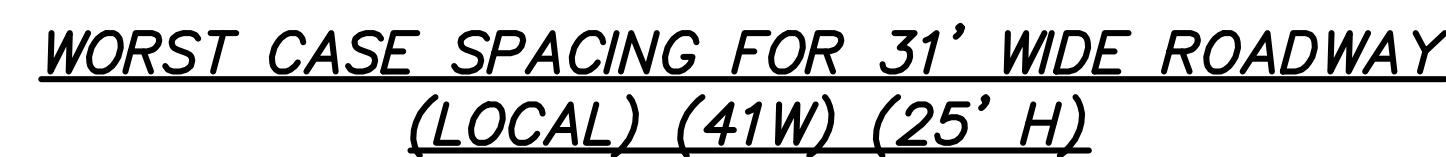
NOTE:
DETAILS ON THIS SHEET
HAVE BEEN PREPARED
AND PROVIDED BY APS



SHEET
0
OF
2

FS20-373

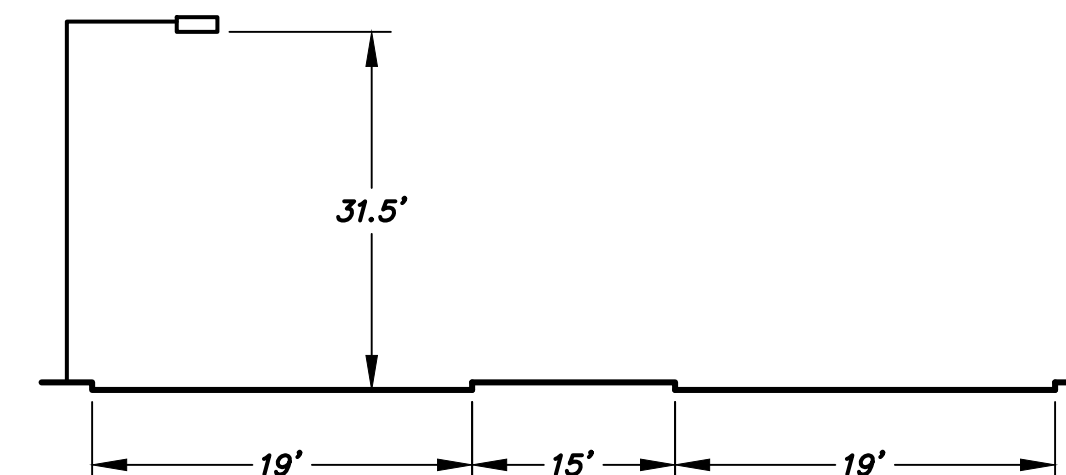
LOCAL	
CITY DESIGN CRITERIA	
AVG F/C:	0.5
AVG/MIN	6:1



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

Figure 1 shows a 200-foot long, 10-foot wide rectangular structure, possibly a tunnel or a large container, with a central vertical axis. The structure is divided into three main sections by two vertical lines. The left section is 100 feet long, the middle section is 100 feet long, and the right section is 100 feet long. The structure is filled with a grid of numbers, likely representing a data set or a map. The numbers are arranged in rows and columns, with some numbers being bolded. The structure is surrounded by a hatched area, possibly representing a road or a boundary. The diagram is labeled 'Figure 1' and includes a scale bar indicating 200 feet.

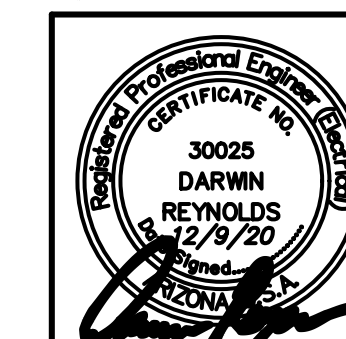
WORST CASE SPACING FOR 53' WIDE ROADWAY
(COLLECTOR) (88W) (31.5' H)



GE Lighting Solutions
lamp(s): LED
candela file 'ERL1_08E130_...IES'
1 lamp(s) per luminaire, 8,200 initial lumens per lamp
Light Loss Factor = 1.0, watts per luminaire = 88
Outreach (from mounting axis to photometric center)= 54 in
mounting height= 31.5 ft

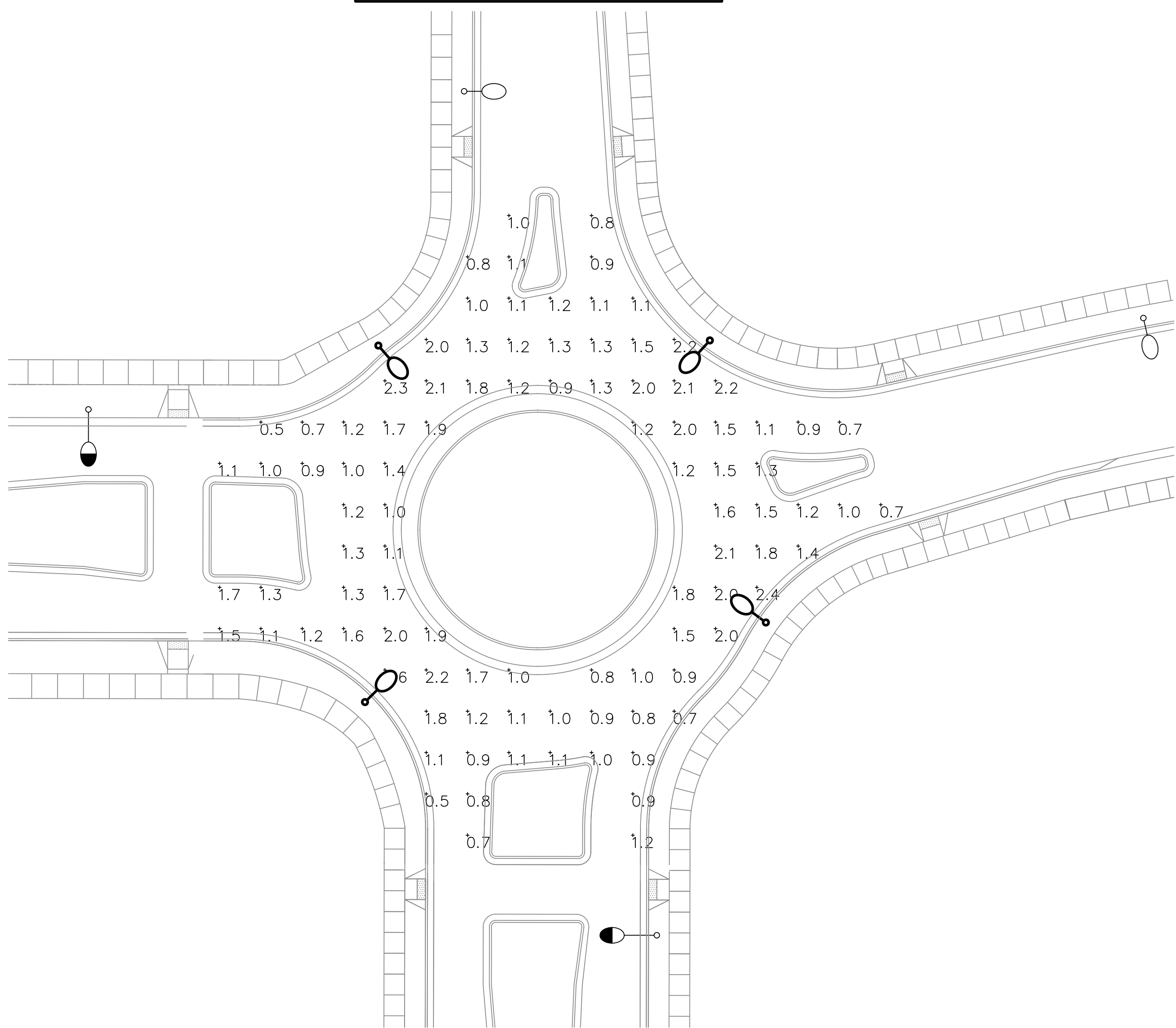
APS APPROVED LED STREET LIGHTS								
AS OF 3-15-18								
APN	LIGHT CODE	LAMP	WATTS	LUMENS	CCT	COLOR	G.E. MODEL NUMBER	IES CURVE NUMBER
141047	RL41	LED	32	3,800	3000K	DK BRONZE	ERL1004B130ADKBZGRX	ERL1_04B130-120-277V.IES
141048	RL41	LED	41	4,800	3000K	DK BRONZE	ERL1005E130ADKBZGRX	ERL1_05E130-120-277V.IES
141049	RL42	LED	88	8,200	3000K	DK BRONZE	ERL1008E130ADKBZGRX	ERL1_08E130.IES
141050	RL43	LED	108	11,100	3000K	DK BRONZE	ERLH011E130ADKBZGRX	ERLH_11E130.IES
141040	CL50	LED	32	3,800	3000K	GRAY	ERL1004B130AGRAYGRX	ERL1_04B130-120-277V.IES
141041	CL51	LED	41	4,800	3000K	GRAY	ERL1005E130AGRAYGRX	ERL1_05E130-120-277V.IES
141043	CL52	LED	88	8,200	3000K	GRAY	ERL1008E130AGRAYGRX	ERL1_08E130.IES
141045	CL53	LED	108	11,100	3000K	GRAY	ERLH011E130AGRAYGRX	ERLH_11E130.IES
128251	RL50	LED	32	3,900	4000K	DK BRONZE	ERL1004B140ADKBZGRX	ERL1_04B140-120-277V.IES
126804	RL51	LED	41	5,000	4000K	DK BRONZE	ERL1005E140ADKBZGRX	ERL1_05E140-120-277V.IES
126805	RL52	LED	88	8,500	4000K	DK BRONZE	ERL1008E140ADKBZGRX	ERL1_08E140.IES
	RL53	LED	108	11,500	4000K	DK BRONZE	ERLH011E140ADKBZGRX	ERLH_11E140.IES
128329	CL60	LED	32	3,900	4000K	GRAY	ERL1004B140AGRAYGRX	ERL1_04B140-120-277V.IES
128330	CL61	LED	41	5,000	4000K	GRAY	ERL1005E140AGRAYGRX	ERL1_05E140-120-277V.IES
128331	CL62	LED	88	8,500	4000K	GRAY	ERL1008E140AGRAYGRX	ERL1_08E140.IES
128332	CL63	LED	108	11,500	4000K	GRAY	ERLH011E140AGRAYGRX	ERLH_11E140.IES

ALL PHOTOMETRIC CALCULATIONS ON THESE
PLANS REPRESENT ILLUMINANCE VALUES

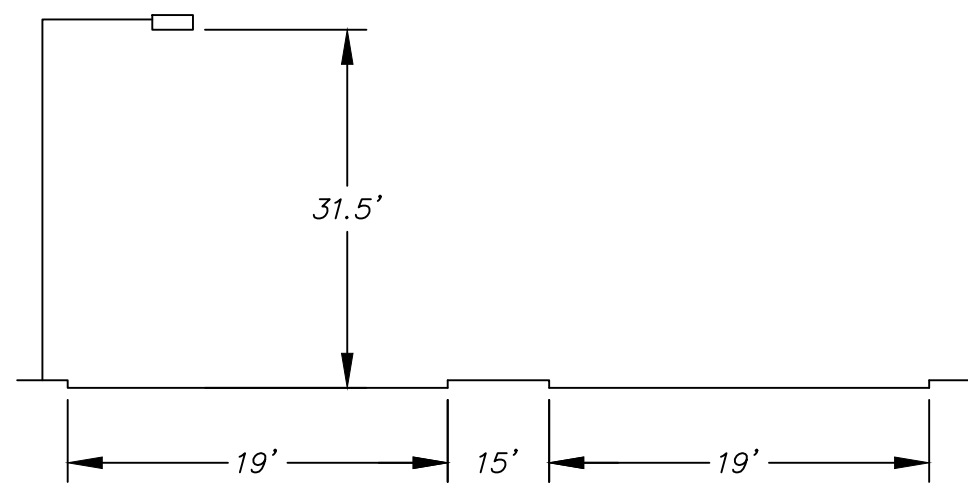


 DARCOR ELECTRICAL CONSULTING ENGINEERS	22601 N. 16TH ST. SUITE 240 PEORIE, AZ 85027 Ph: (602) 795-2899 WWW.DARCOREN.COM		
	MESQUITE MOUNTAIN RANCH PHASE 1 SURPRISE, ARIZONA		
ROADWAY PHOTOMETRIC CALCULATIONS - I			
SHEET TITLE			
DATE DEC 2020	DESIGNED: RWB	DWG No. P1	SHEET 11
SCALE NONE	DRAWN: JG	PROJ No. 20020	OF 12
	CHECKED: DAR		

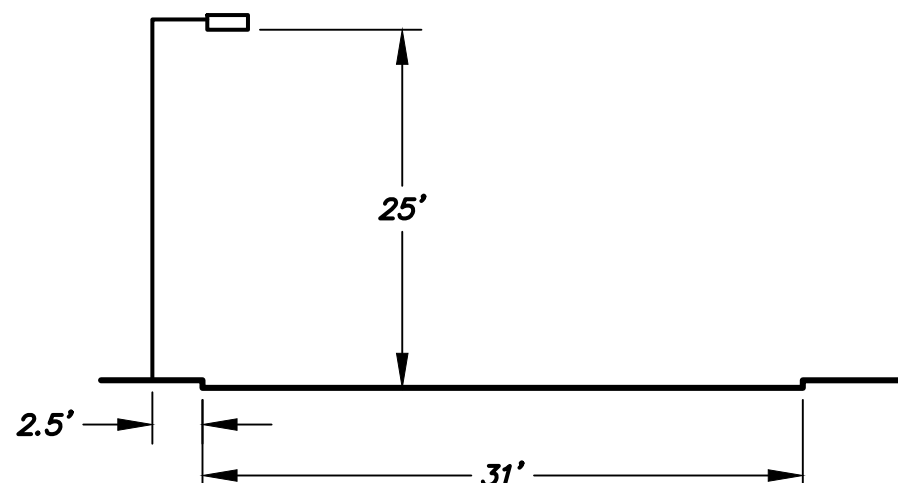
ROADWAY LOCAL	
97 points at z=0, sp 10ft by 10ft	
HORIZONTAL FOOTCANDLES	
Average	1.32
Maximum	2.60
Minimum	0.50
Avg: Min	2.64
Max: Min	5.20
Coef Var	0.35
UnifGrad	2.20



ROUNDABOUT



COLLECTOR ROADWAY STREET LIGHT



LOCAL ROADWAY STREET LIGHT

LUMINAIRE INPUT DATA

GE Lighting Solutions
lamp(s): LED
candela file ERL1_05E130_120-277V.IES
1 lamp(s) per luminaire, 4,800 initial lumens per lamp
Light Loss Factor = 1.0, watts per luminaire = 41
Outreach (from mounting axis to photometric center) = 30 in
mounting height = 25 ft

LUMINAIRE INPUT DATA

GE Lighting Solutions
lamp(s): LED
candela file ERL1_08E130_IES
1 lamp(s) per luminaire, 8,200 initial lumens per lamp
Light Loss Factor = 1.0, watts per luminaire = 88
Outreach (from mounting axis to photometric center) = 54 in
mounting height = 31.5 ft

ALL PHOTOMETRIC CALCULATIONS ON THESE
PLANS REPRESENT ILLUMINANCE VALUES



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MESQUITE MOUNTAIN RANCH
PHASE 1
SURPRISE, ARIZONA

SHEET TITLE
ROADWAY PHOTOMETRIC
CALCULATIONS - II

DATE DEC 2020	DESIGNED: RWB	DWG No. P2	SHEET 12
SCALE NONE	DRAWN: JG	PROJ No. 20020	OF 12
CHECKED: DAR			

DARCOR GENERAL NOTES

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

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

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

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

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

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

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

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

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

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

CITY OF SURPRISE
GENERAL ENGINEERING NOTES

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.

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

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.

4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.

5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.

6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.

7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.

8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.

9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.

10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-6000.

11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).

12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.

13. EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.

14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

STREET LIGHTING PLANS
FOR
MESQUITE MOUNTAIN RANCH - PHASE 2

A PORTION OF THE THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH,
RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

PROJECT LOCATION

VICINITY MAP
NTS

KEY MAP
NTS

DEVELOPER

MESQUITE MOUNTAIN RANCH INVESTMENTS, LLC
7505 EAST SIXTH STREET
SCOTTSDALE, AZ 85251
PHONE: (480) 423-9200
CONTACT: RICK MERRITT

CIVIL ENGINEER

GOODWIN & MARSHALL
2705 S. ALMA SCHOOL RD, SUITE 2
PHOENIX, AZ 85026
PHONE: (602) 218-7285
CONTACT: WARREN C. RUSSELL, P.E.

ELECTRICAL ENGINEER

DARCOR & ASSOCIATES
22601 N. 17TH AVENUE, STE 240
PHOENIX, AZ 85027
PHONE: (602) 795-2699
CONTACT: DARWIN REYNOLDS, P.E.

CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATIONS AT THE TIME OF BIDDING AND CONSTRUCTION.

UTILITY CONFLICT COORDINATION

UTILITY COMPANY	DATE SUBMITTED	DATE OF RESPONSE	CONTACT	PHONE
APS	2020-9-16	2020-10-05	MERYBETH TAFT	623-975-5786
ZONA	2020-9-16	2020-10-05	BERNIE ARMSTRONG	623-455-4555
WAPA	2020-9-16	2020-10-05	CARLA CRISTELLI	602-605-2554
SRP POWER	2020-9-16	2020-10-05	BECKY THOMAS	602-236-0813
COX CABLEVISION	2020-9-16	2020-10-05	CONFLICT REVIEW DEPT.	623-594-1000
SOUTHWEST GAS	2020-9-16	2020-10-05	FRANCHISE ENGINEERING	602-484-5385
CENTURY LINK	2020-9-16	2020-10-05	DEBBIE RAMSEY	602-630-0492

CITY OF SURPRISE SIGNATURE BLOCK

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

APPROVED _____
CITY OF SURPRISE ENGINEER

DATE _____

FS20-536

SLID # SU-Mesquite Mtn Rnch 155

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PHOENIX, AZ 85027
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MESQUITE MOUNTAIN RANCH
PHASE 2
SURPRISE, ARIZONA

SHEET TITLE
STREET LIGHTING
COVER SHEET

DATE
DEC 2020

DESIGNED: RWB
DRAWN: JG
CHECKED: DAR

DWG No.
SL1
PROJ No.
20020

SHEET
1
OF
11

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Page 70 of 483

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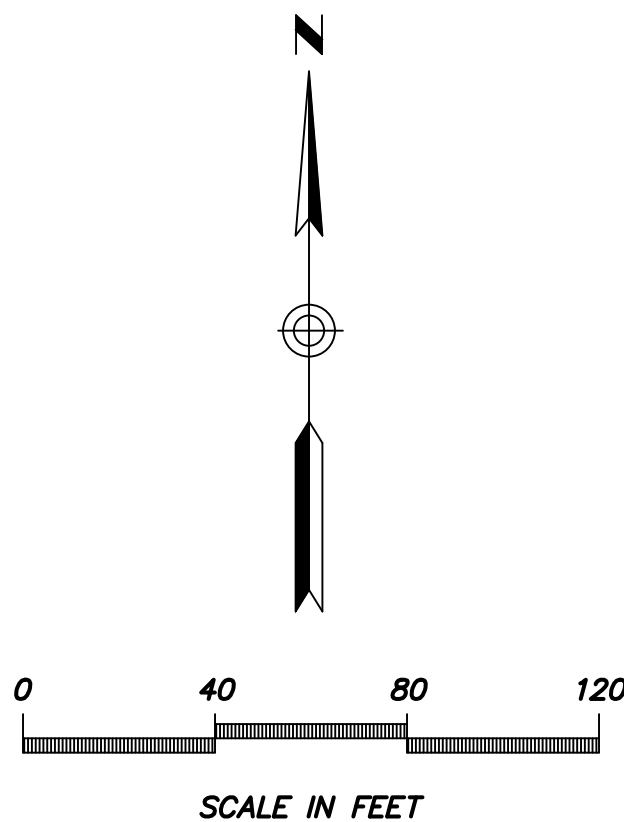
KEY NOTE

- ① INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL10.

LEGEND

- PROPOSED 41W STREET LIGHT
- EXISTING OR PROPOSED STREET LIGHT (NOT IN CONTRACT)
- FIRE HYDRANT

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



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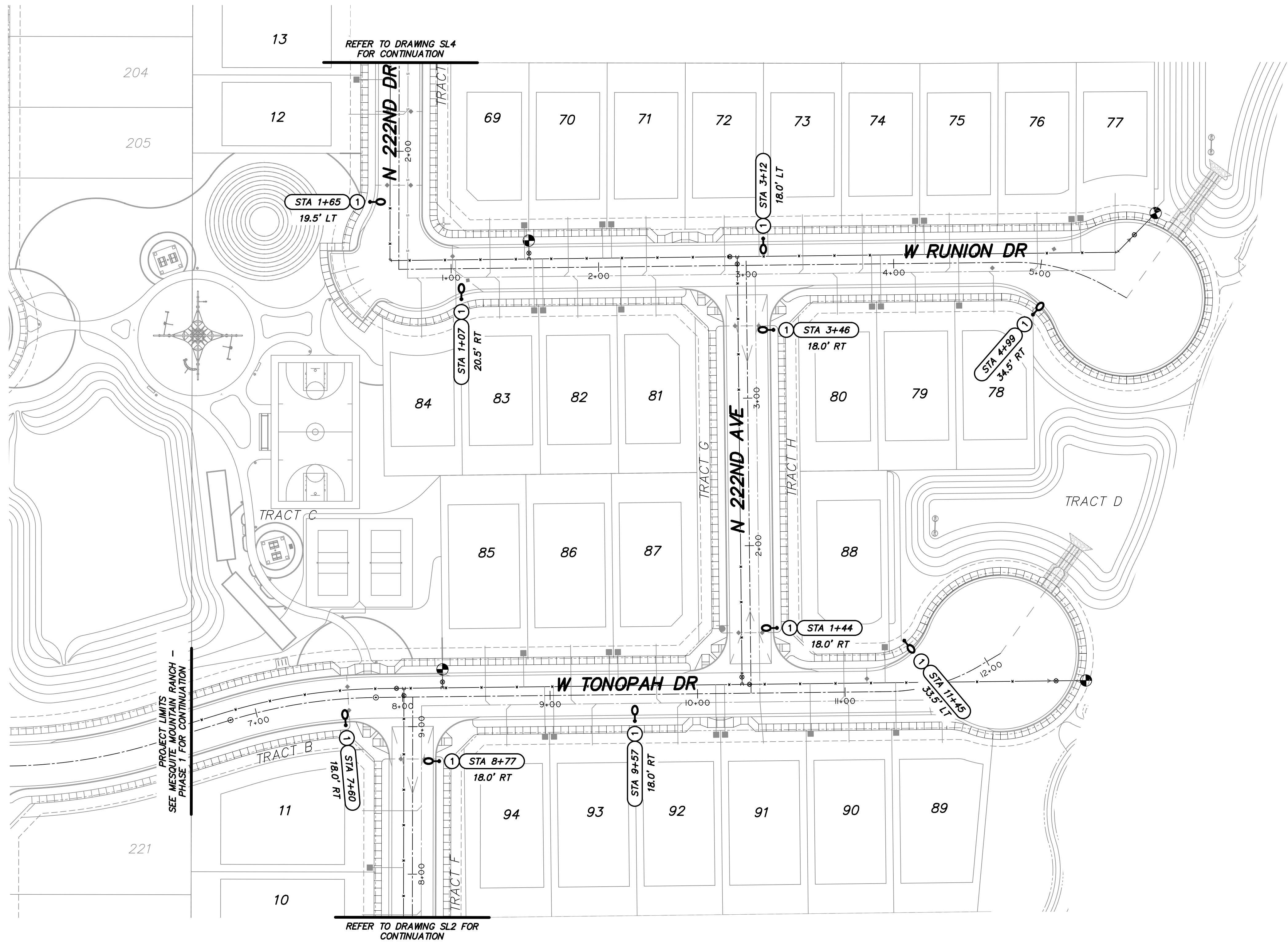
MESQUITE MOUNTAIN RANCH
PHASE 2
SURPRISE, ARIZONA

SHEET TITLE
STREET LIGHTING LAYOUT - I

DATE DEC 2020	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL2 PROJ No. 20020	SHEET 2 OF 11
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FS20-536

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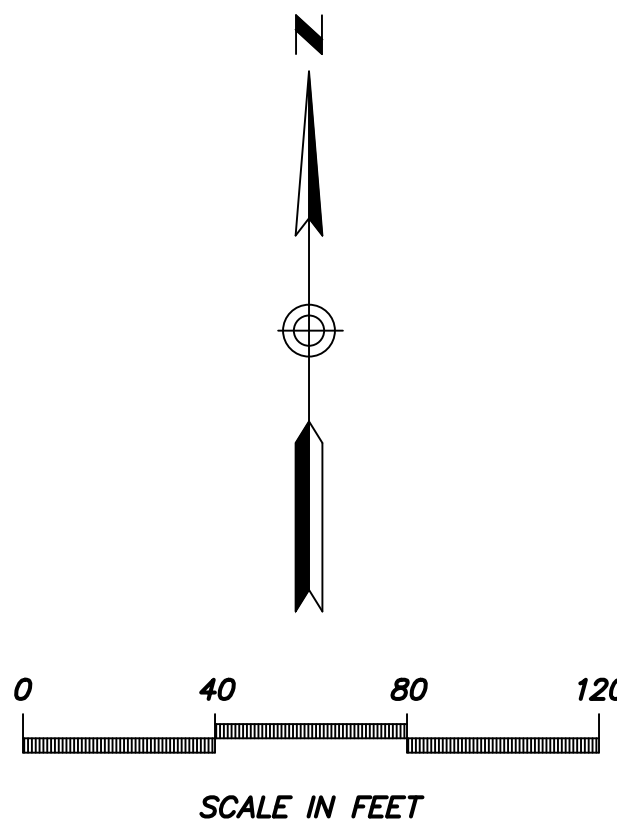
KEY NOTE

- ① INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL10.

LEGEND

- PROPOSED 41W STREET LIGHT
- EXISTING OR PROPOSED STREET LIGHT (NOT IN CONTRACT)
- ⊙ FIRE HYDRANT

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



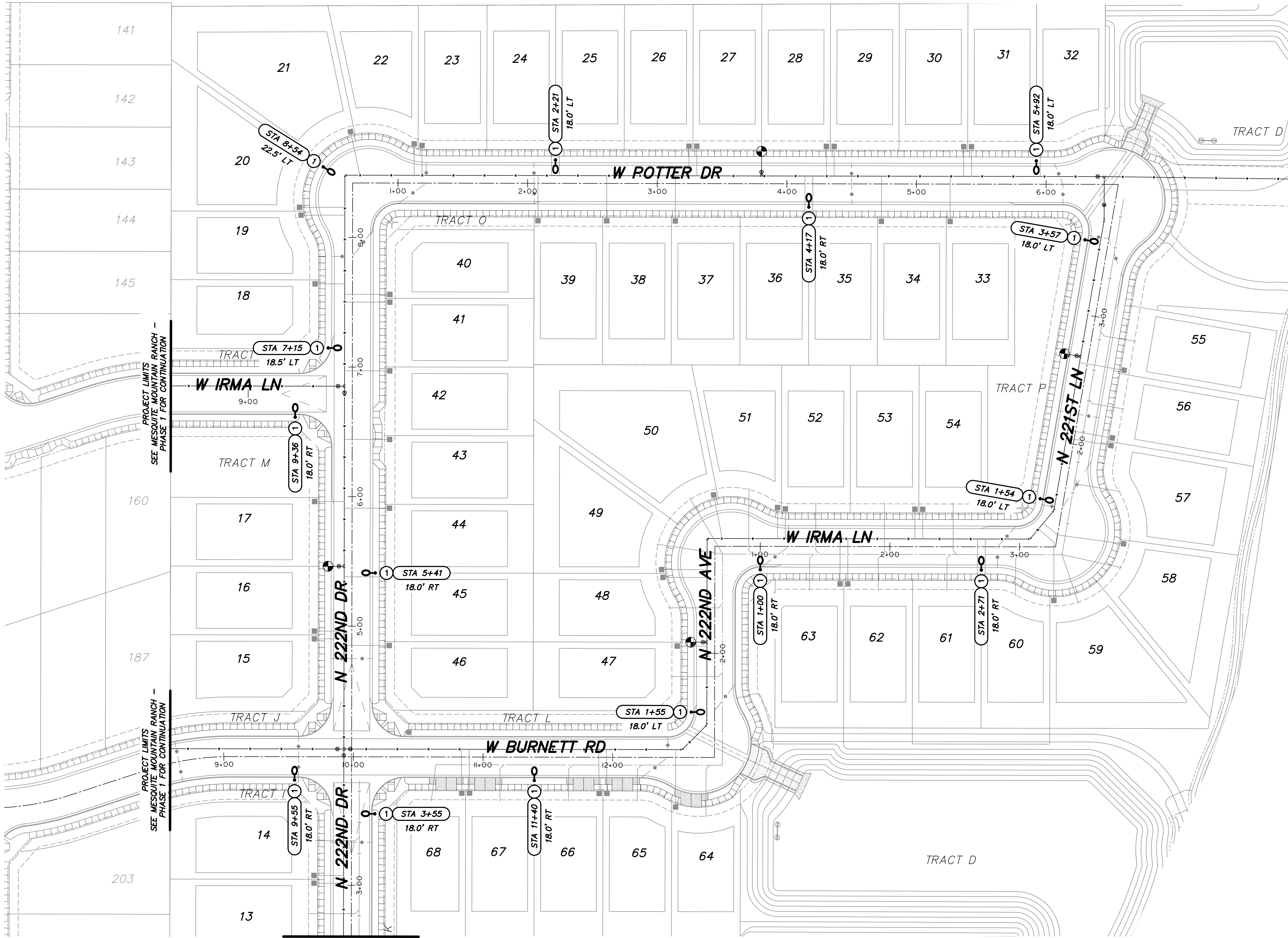
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MESQUITE MOUNTAIN RANCH
PHASE 2
SURPRISE, ARIZONA

STREET LIGHTING LAYOUT - II

DATE DEC 2020	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL3 PROJ No. 20020	SHEET 3 OF 11
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REFER TO DRAWING SL3
FOR CONTINUATION

KEY NOTE

- ① INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL10.

LEGEND

- PROPOSED 41W STREET LIGHT
- EXISTING OR PROPOSED STREET LIGHT (NOT IN CONTRACT)
- FIRE HYDRANT

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

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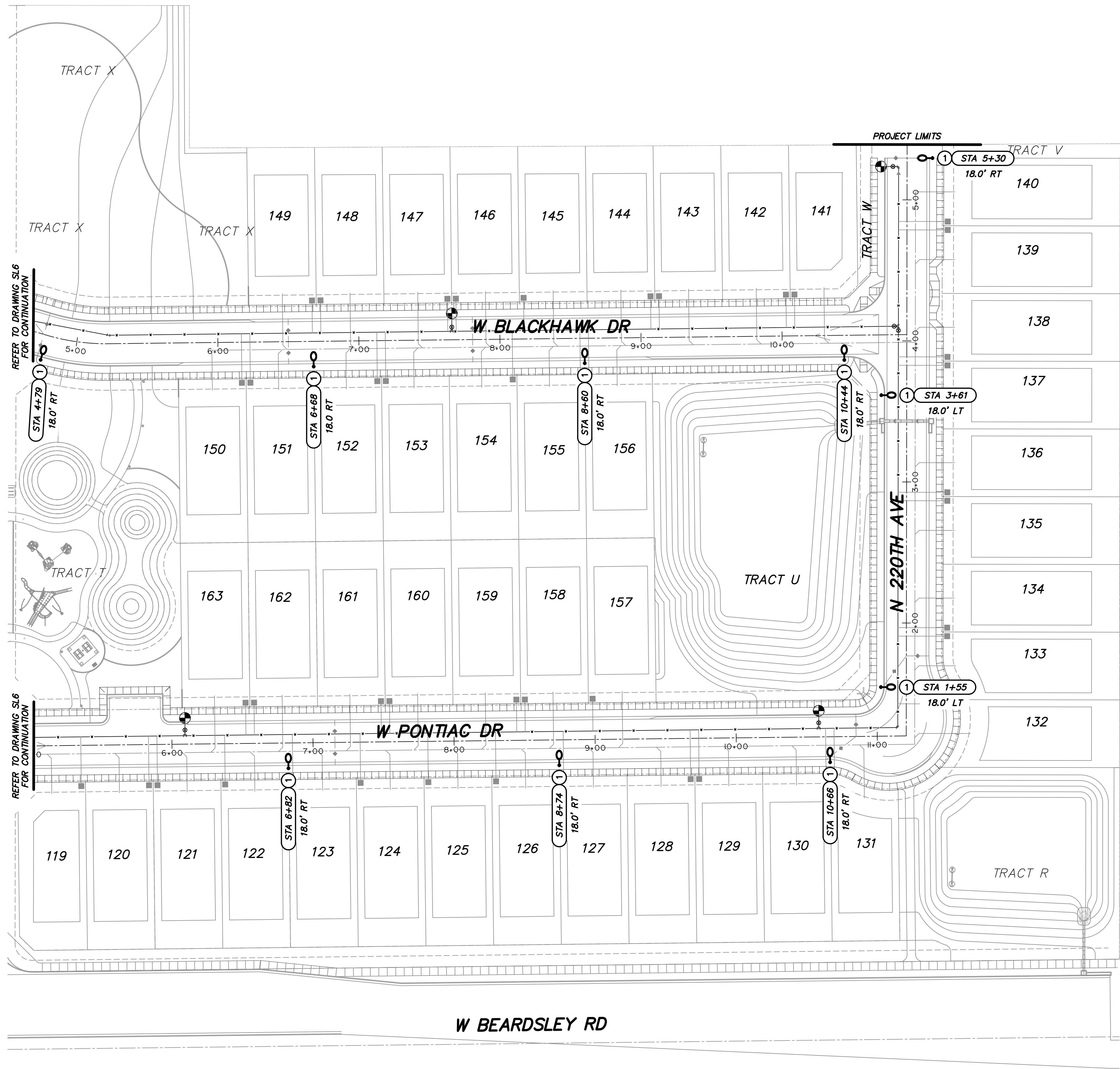
22801 N. 17TH AVE.
SUITE 240
PHOENIX, AZ 85027
PH: (602) 798-8899
WWW.DARCORINC.COM

MESQUITE MOUNTAIN RANCH
PHASE 2
SURPRISE, ARIZONA

SHEET TITLE
STREET LIGHTING LAYOUT - III

DATE DEC 2020	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL4 PROJ No. 20020	SHEET 4 OF 11
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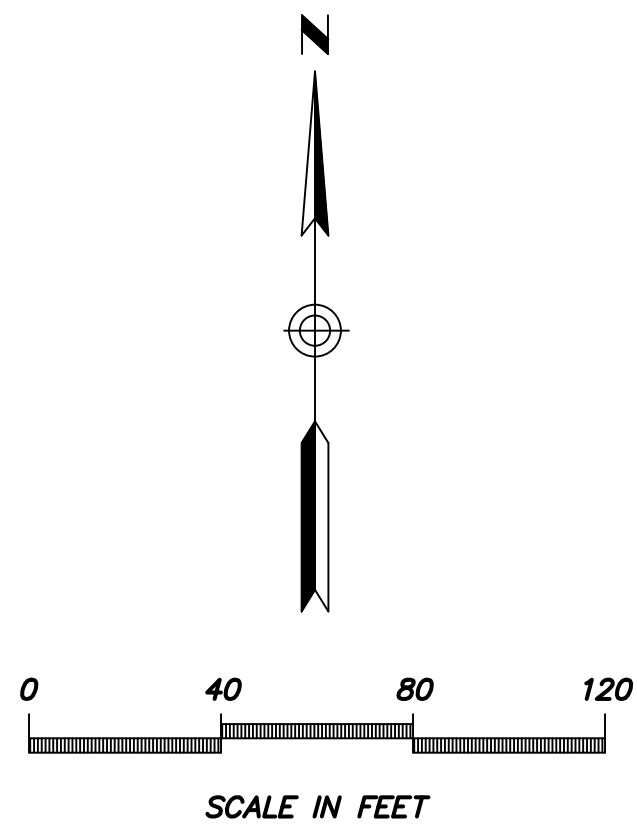
KEY NOTE

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LEGEND

- PROPOSED 41W STREET LIGHT
- EXISTING OR PROPOSED STREET LIGHT (NOT IN CONTRACT)
- ⊙ FIRE HYDRANT

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



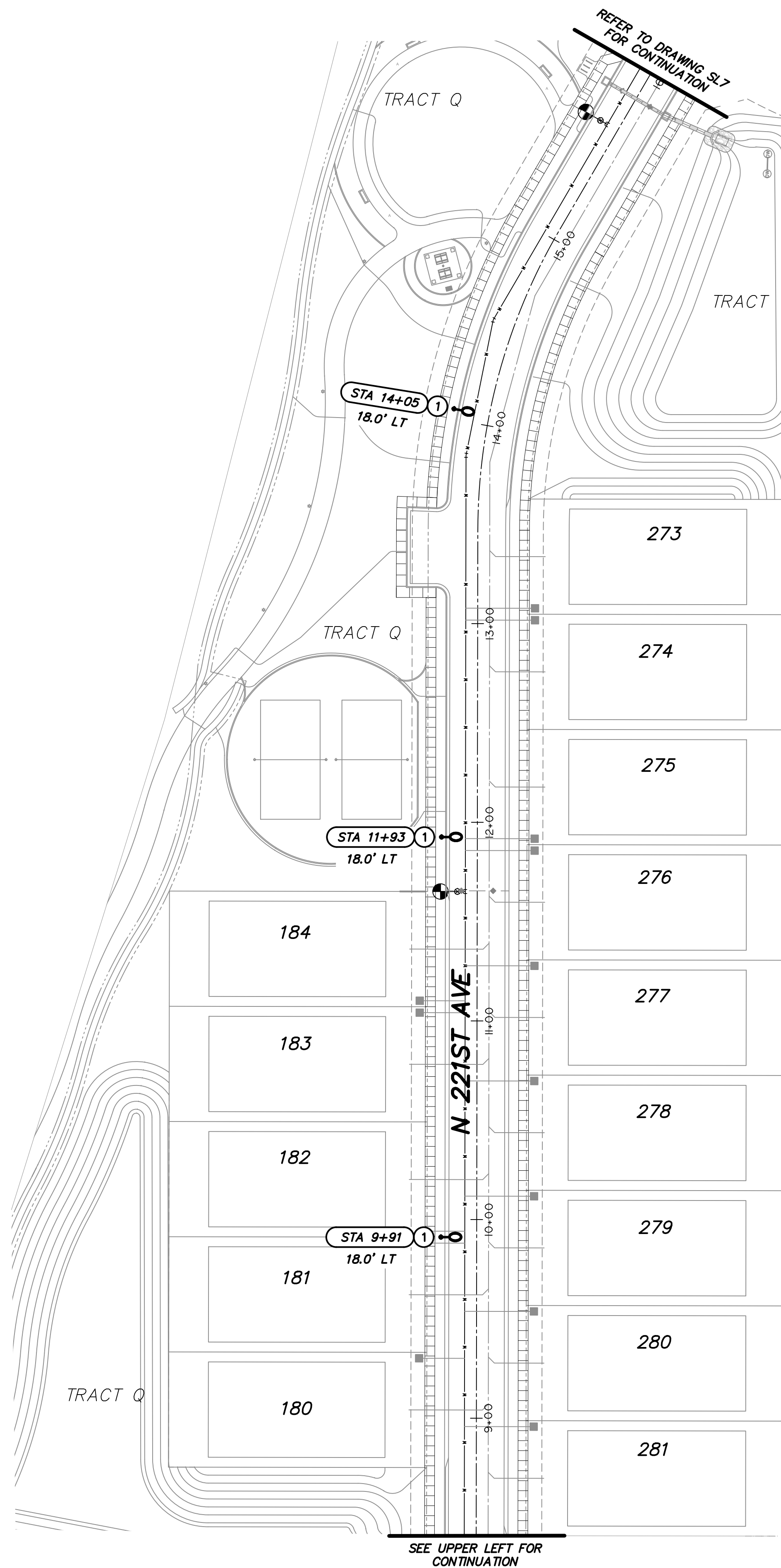
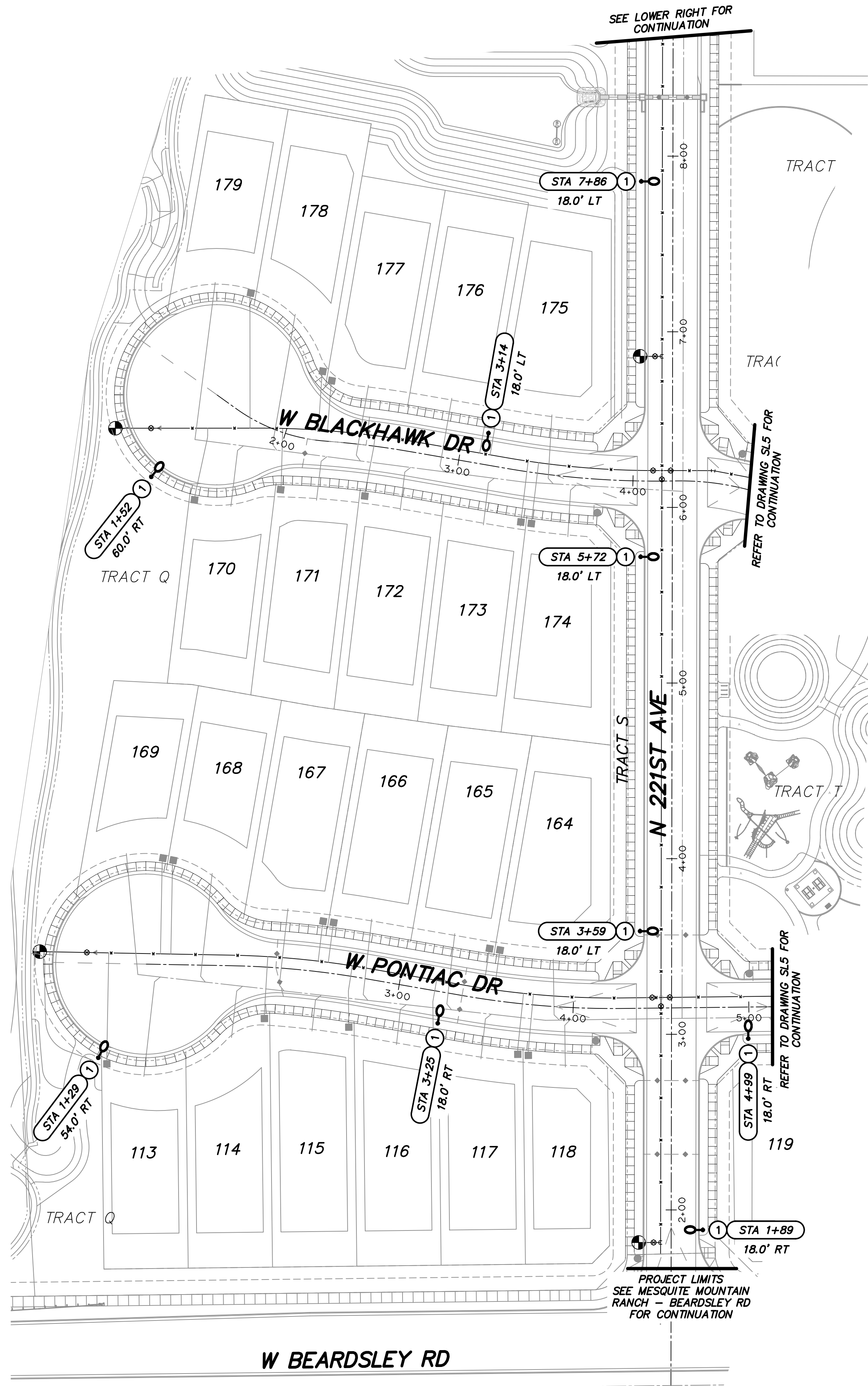
22801 N. 17TH AVE.
SUITE 240
PHOENIX, AZ 85027
Ph: (602) 798-8899
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MESQUITE MOUNTAIN RANCH
PHASE 2
SURPRISE, ARIZONA

SHEET TITLE
STREET LIGHTING LAYOUT - IV

DATE DEC 2020	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL5 PROJ No. 20020	SHEET 5 OF 11
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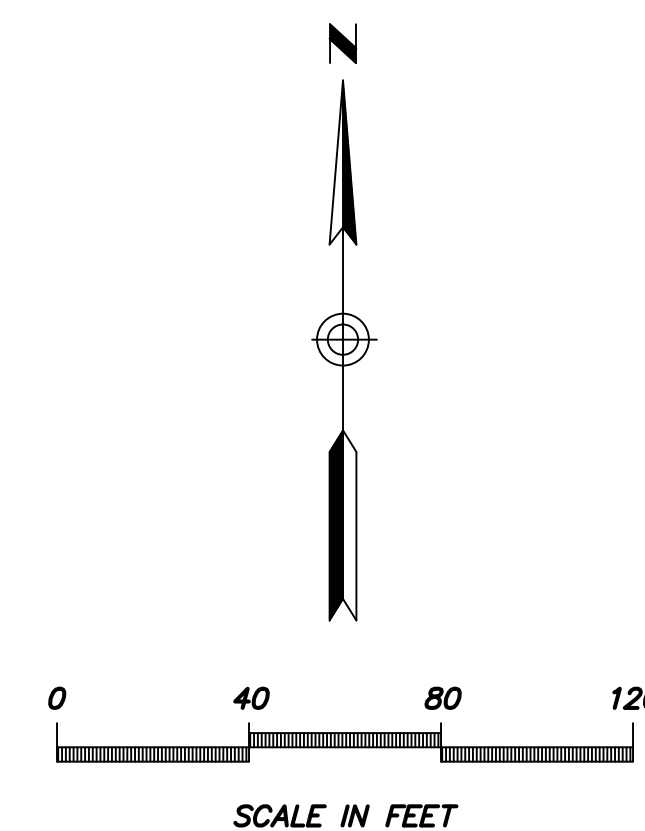
KEY NOTE

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LEGEND

- PROPOSED 41W STREET LIGHT
- EXISTING OR PROPOSED STREET LIGHT (NOT IN CONTRACT)
- ⊕ FIRE HYDRANT

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



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MESQUITE MOUNTAIN RANCH
PHASE 2
SURPRISE, ARIZONA

SHEET TITLE
STREET LIGHTING LAYOUT - V

DATE DEC 2020	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL6 PROJ No. 20020	SHEET 6 OF 11
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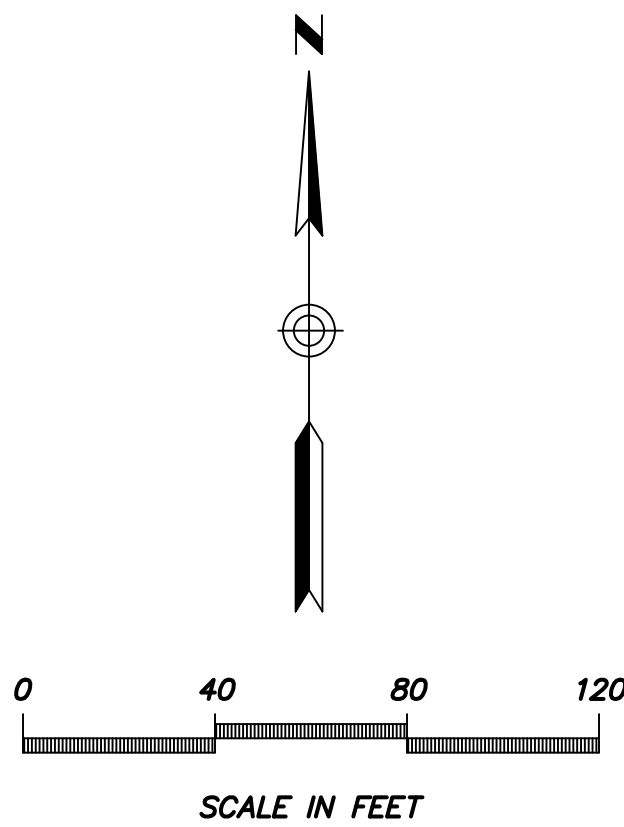
KEY NOTE

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LEGEND

- PROPOSED 41W STREET LIGHT
- EXISTING OR PROPOSED STREET LIGHT (NOT IN CONTRACT)
- ⊕ FIRE HYDRANT

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



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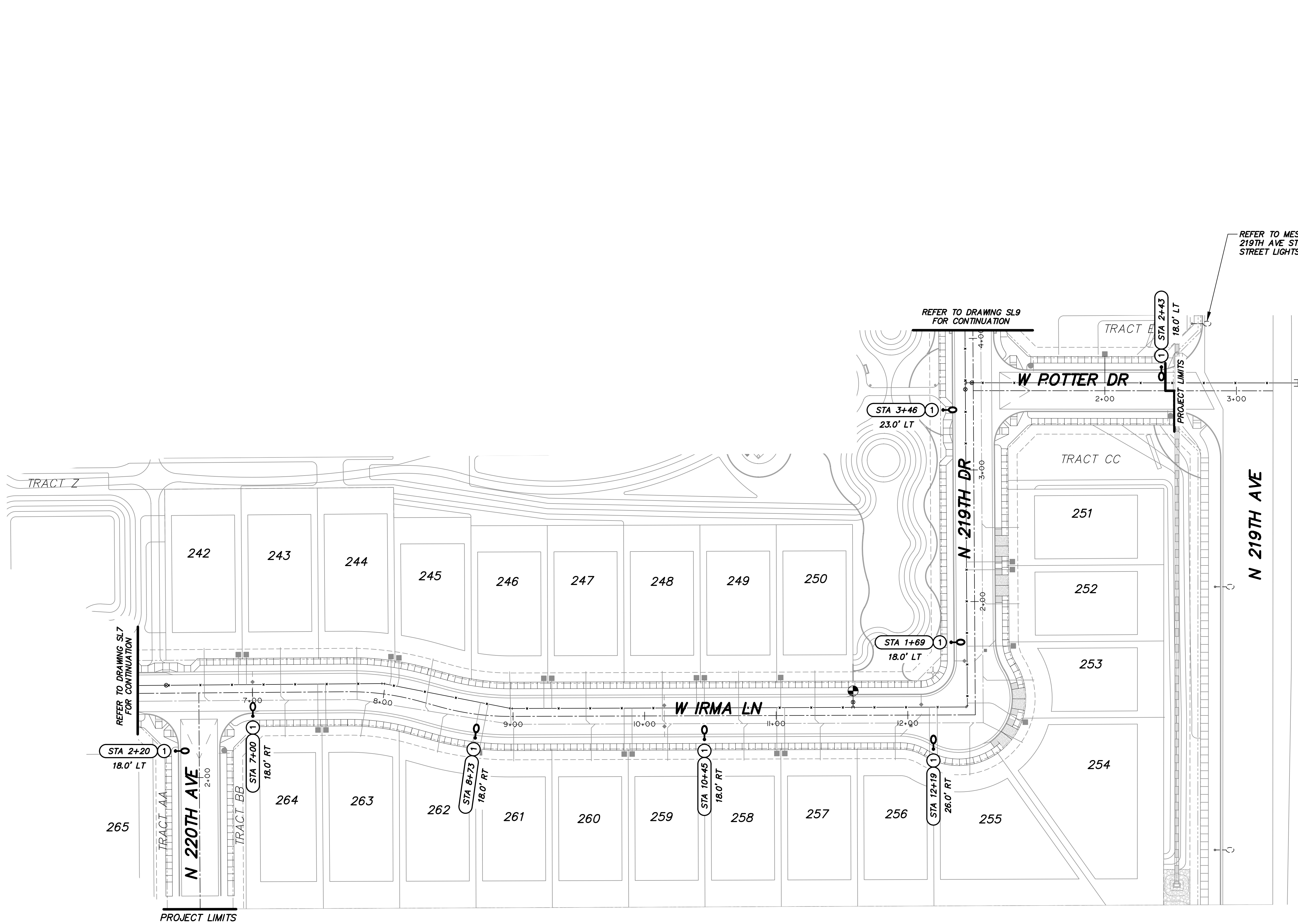
MESQUITE MOUNTAIN RANCH
PHASE 2
SURPRISE, ARIZONA

SHEET TITLE
STREET LIGHTING LAYOUT - VI

DATE DEC 2020	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL7 PROJ No. 20020	SHEET 7 OF 11
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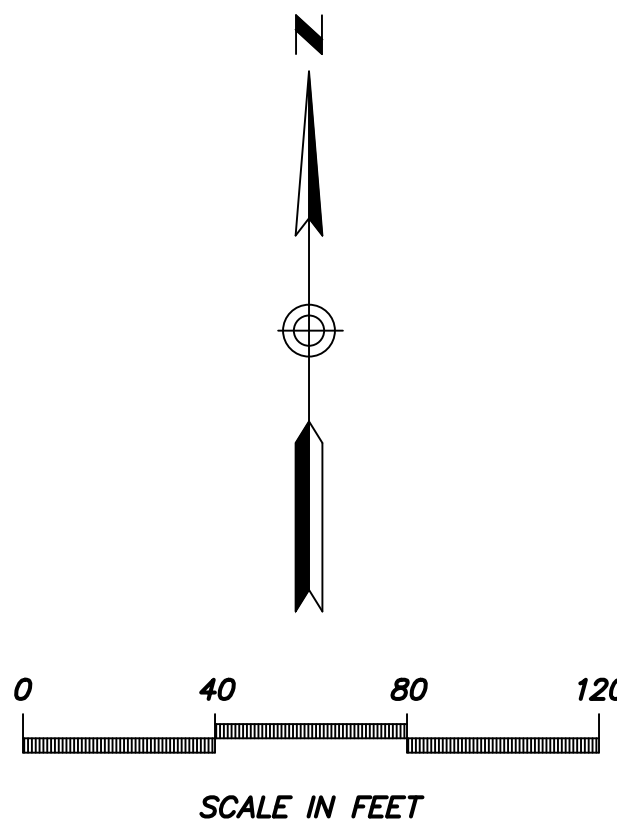
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LEGEND

- PROPOSED 41W STREET LIGHT
- EXISTING OR PROPOSED STREET LIGHT (NOT IN CONTRACT)
- FIRE HYDRANT

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



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SHEET TITLE
STREET LIGHTING LAYOUT - VII

DATE DEC 2020	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL8 PROJ No. 20020	SHEET 8 OF 11
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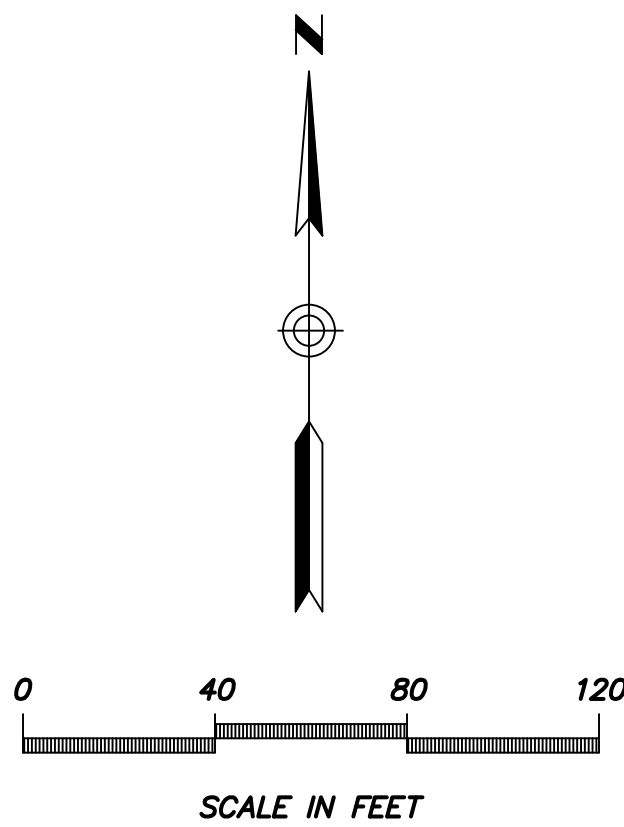
KEY NOTE

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LEGEND

- PROPOSED 41W STREET LIGHT
- EXISTING OR PROPOSED STREET LIGHT (NOT IN CONTRACT)
- FIRE HYDRANT

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



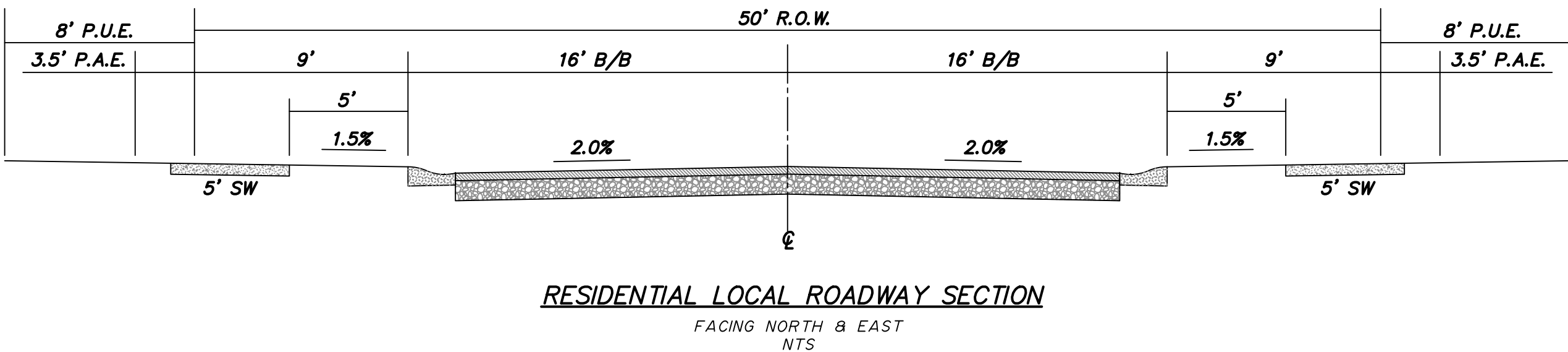
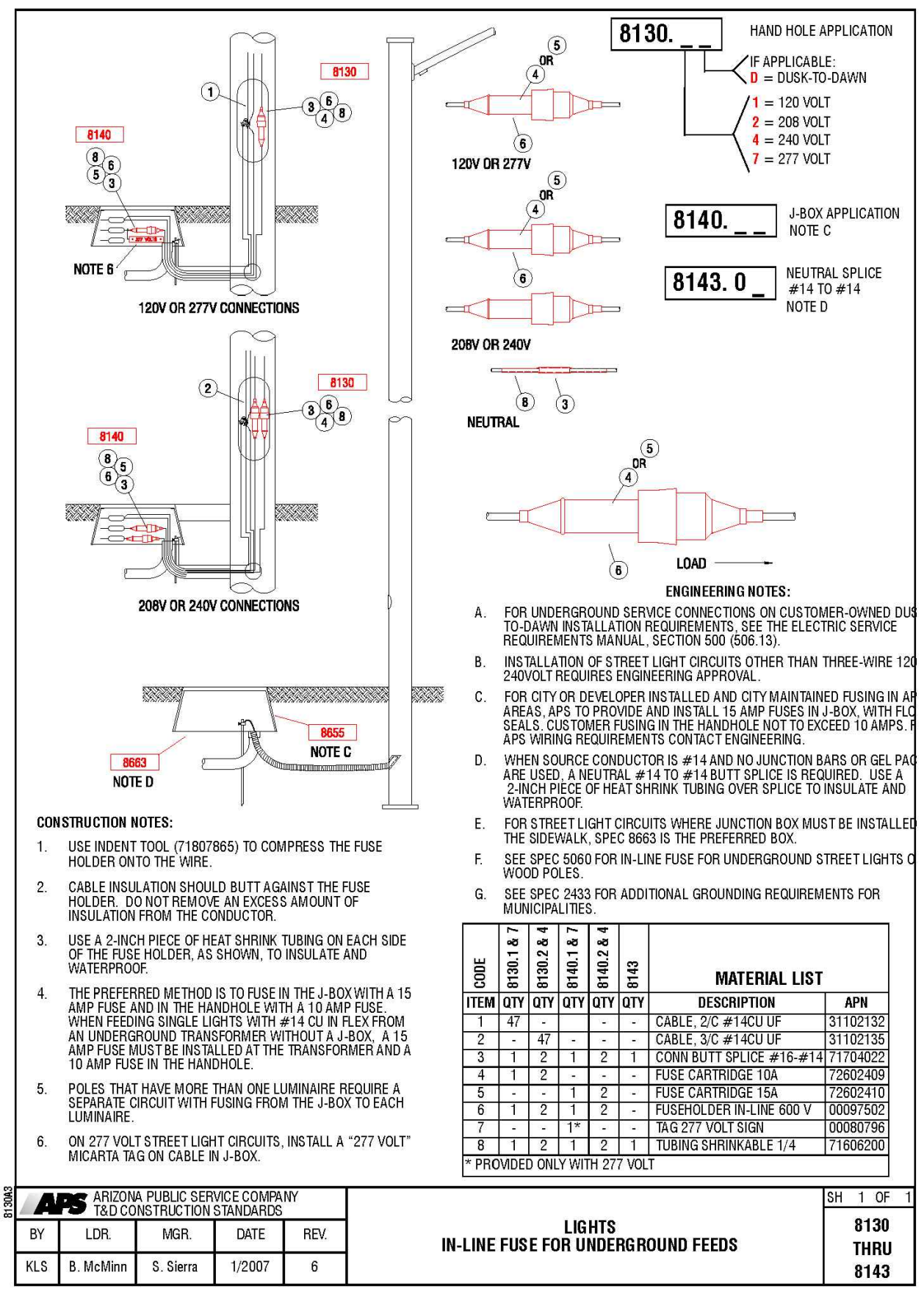
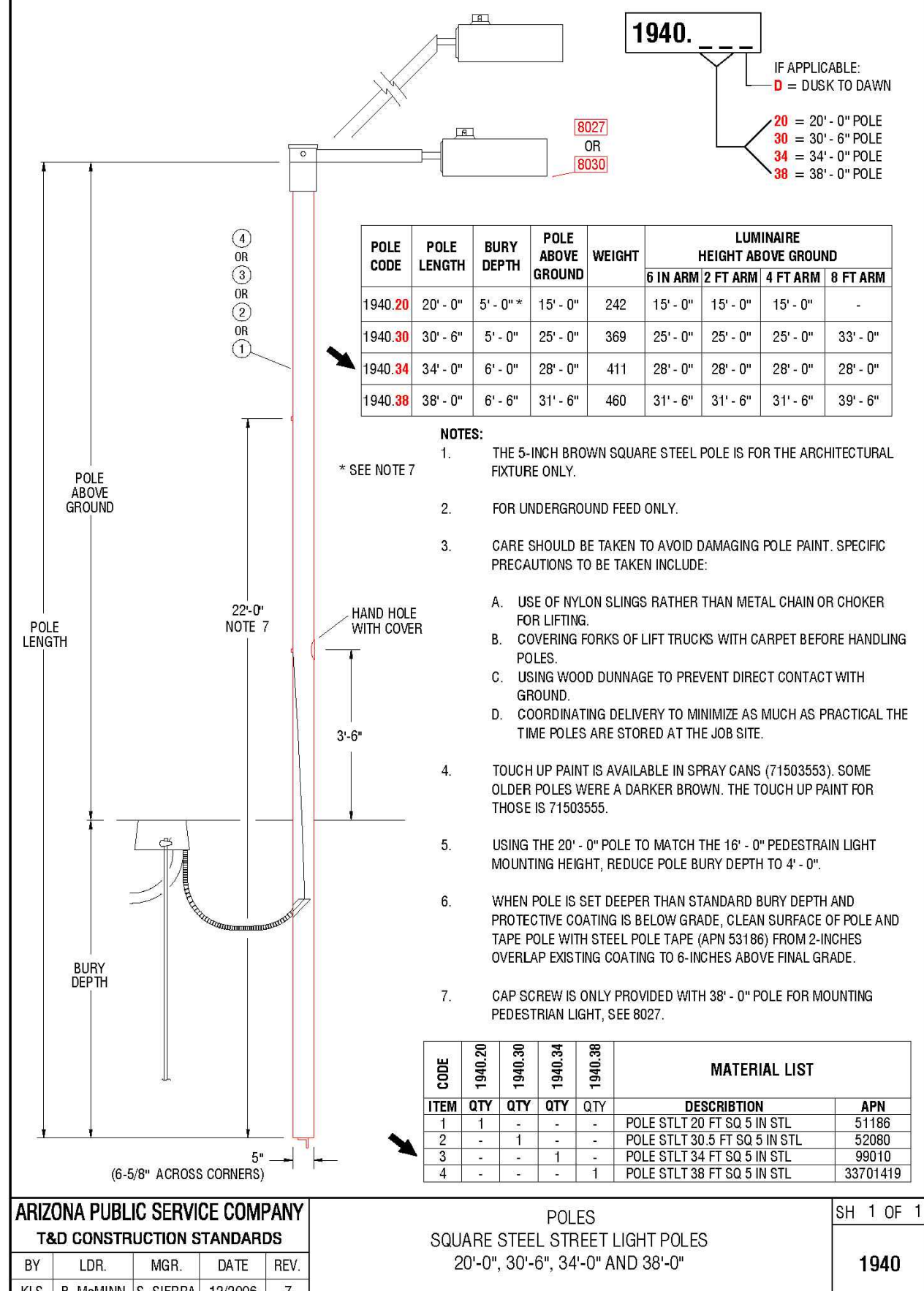
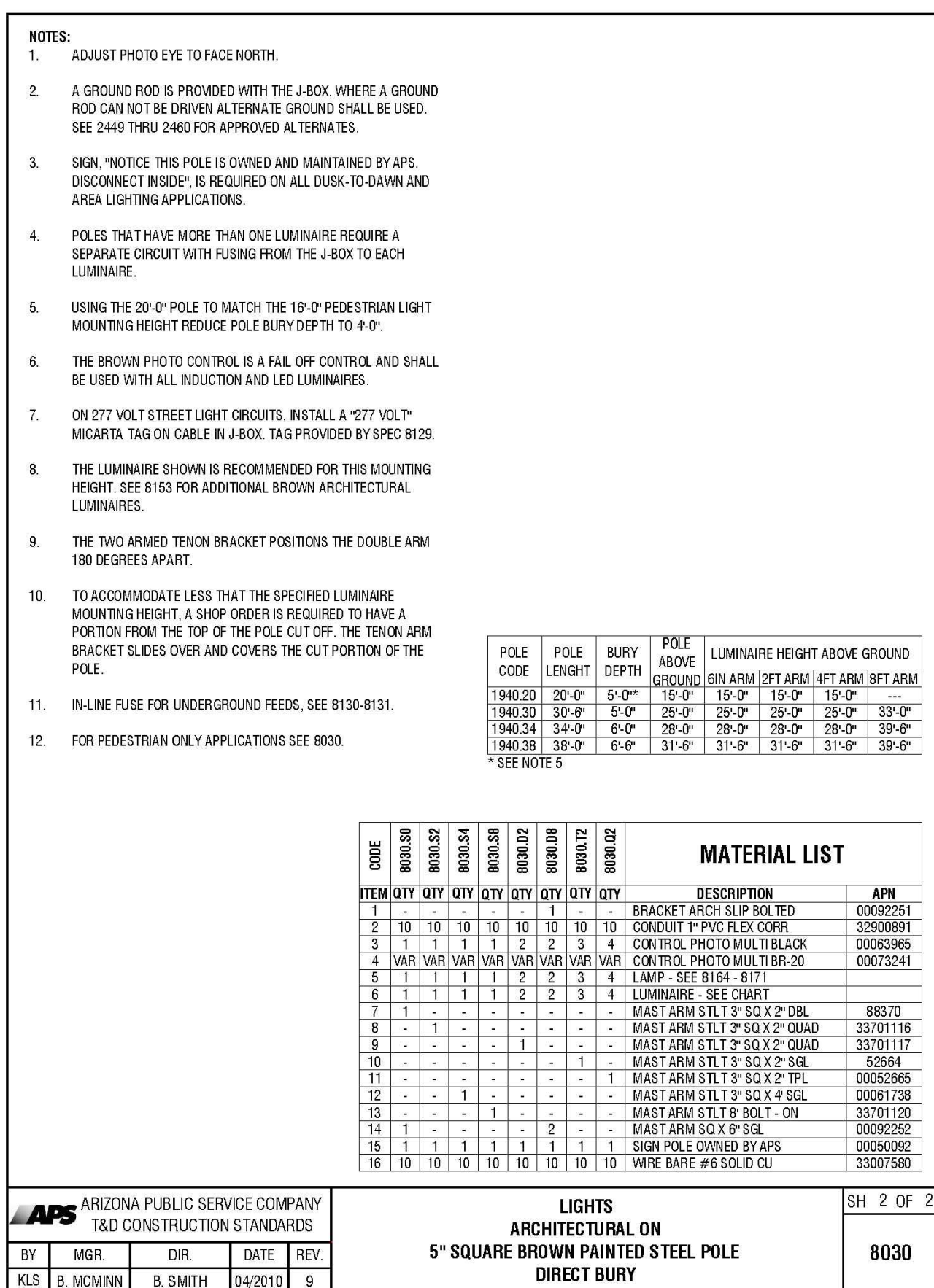
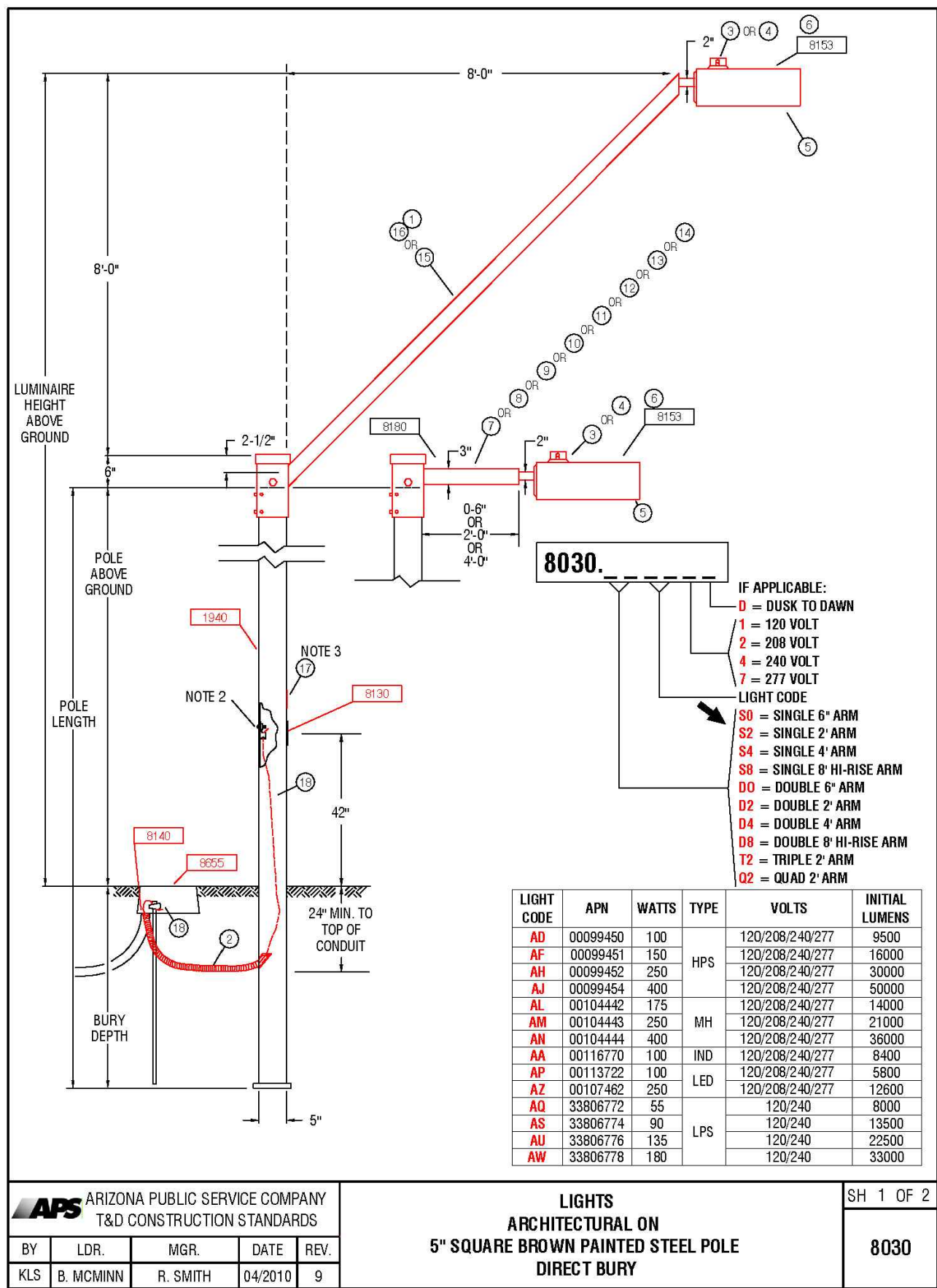
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MESQUITE MOUNTAIN RANCH
PHASE 2
SURPRISE, ARIZONA

SHEET TITLE
STREET LIGHTING LAYOUT - VIII

DATE DEC 2020	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL9 PROJ No. 20020	SHEET 9 OF 11
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NOTE:
DETAILS ON THIS SHEET
HAVE BEEN PREPARED
AND PROVIDED BY APS

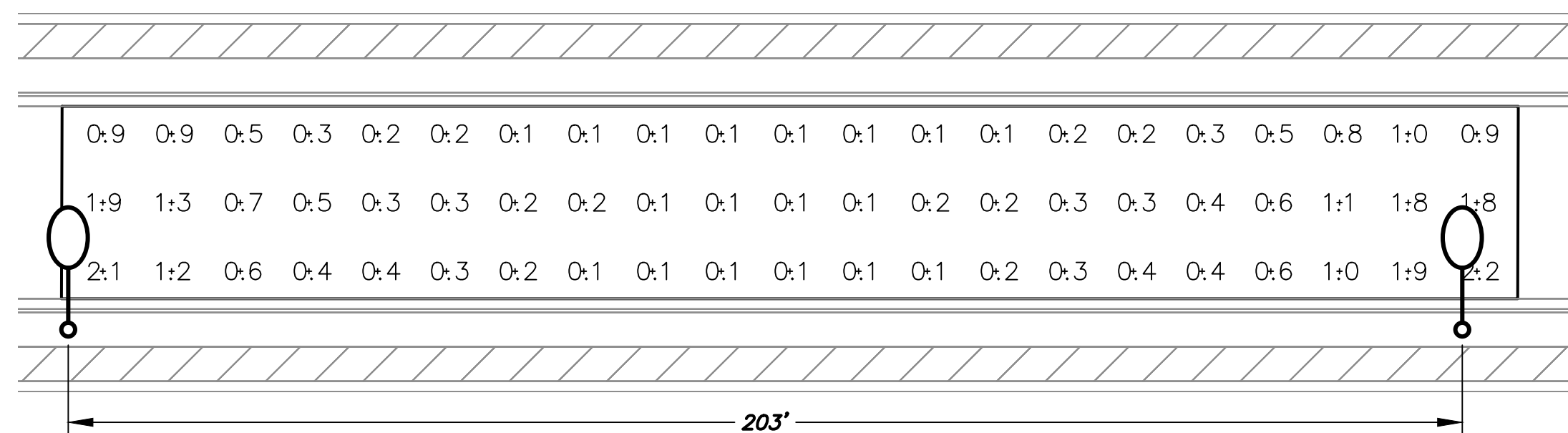
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**MESQUITE MOUNTAIN RANCH
PHASE 2
SURPRISE, ARIZONA**

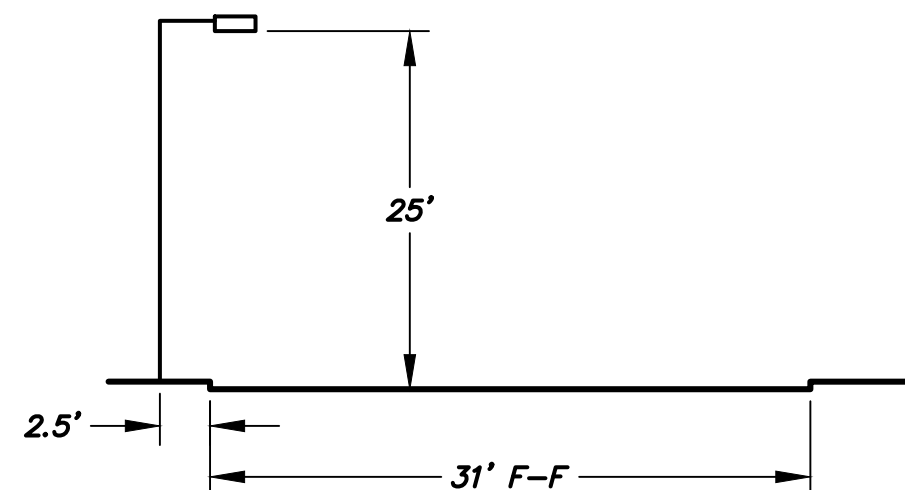
**STREET LIGHTING
DETAILS**

DATE DEC 2020 **DESIGNED:** RWB **DWG No.** SL10 **SHEET** 10
SCALE NONE **CHECKED:** DAR **PROJ No.** 20020 **OF** 11

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



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

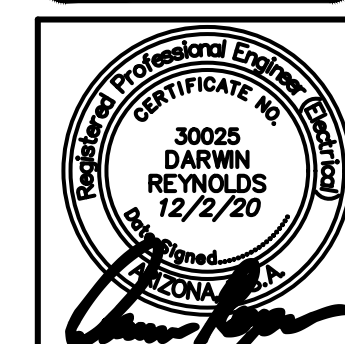


GE Lighting Solutions
lamp(s): LED
candela file 'EURL1_05E130-120-277V.IES'
1 lamp(s) per luminaire, 4,800 initial lumens per lamp
Light Loss Factor = 0.9, watts per luminaire = 41
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft

AS OF 3-15-18

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



 **DARCOR**
ELECTRICAL CONSULTING ENGINEERS

22601 N. 17TH AVE.
SUITE 240
PHOENIX, AZ 85027
Ph: (602) 795-2899
WWW.DARCORINC.COM

**MESQUITE MOUNTAIN RANCH
PHASE 2
SURPRISE, ARIZONA**

SHEET TITLE	ROADWAY PHOTOMETRIC CALCULATIONS
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DATE DEC 2020	DESIGNED: RWB	DWG No. P1	SHEET 11
SCALE NONE	DRAWN: JG	PROJ No. 20020	OF 1
	CHECKED: DAR		

FS20-536

Saved: Wednesday, June 24, 2020 7:08:38 PM File: Z:\2020\2020-2020-MMR (Mesquite Mtn Ranch)\Drawings\Street Lighting\227th Ave\2020-227th-SL1 Draftee: Benrick

DARCOR GENERAL NOTES

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- B. DARCOR & ASSOCIATES INC., ITS OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO PROPERTY CAUSED BY OTHERS DURING OR RESULTING FROM CONSTRUCTION OF THIS PROJECT.
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- THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

DEVELOPER

MESQUITE MOUNTAIN RANCH INVESTMENTS, LLC
7505 EAST SIXTH STREET
SCOTTSDALE, AZ 85251
PHONE: (480) 423-9200
CONTACT: RICK MERRITT

CIVIL ENGINEER

GOODWIN & MARSHALL
CHANDLER, AZ 85286
PHONE: (602) 218-7285
CONTACT: WARREN C. RUSSELL, P.E.

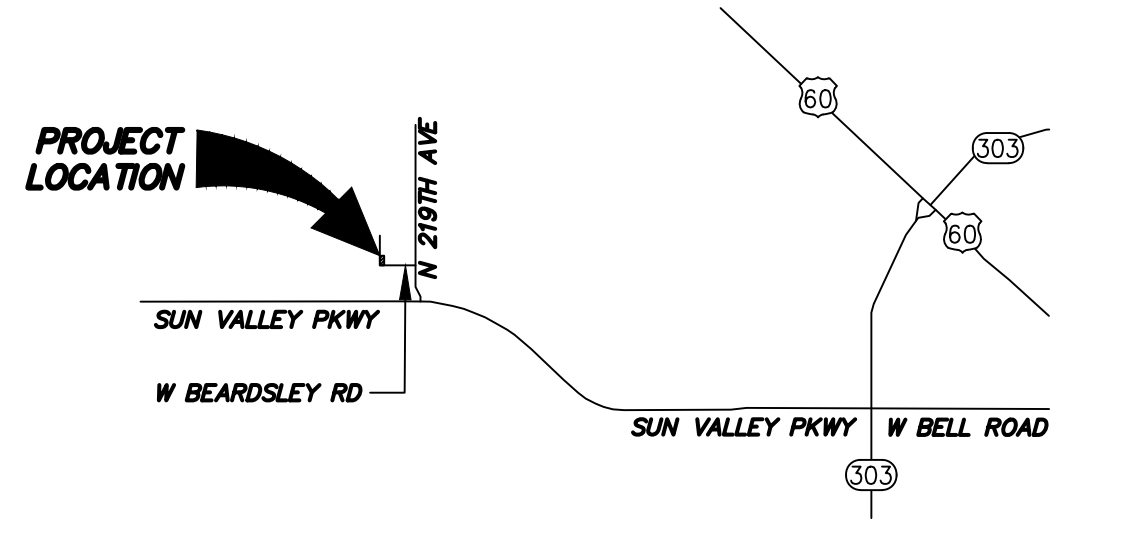
ELECTRICAL ENGINEER

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

STREET LIGHTING PLANS FOR

MESQUITE MOUNTAIN RANCH NORTH 227TH AVENUE

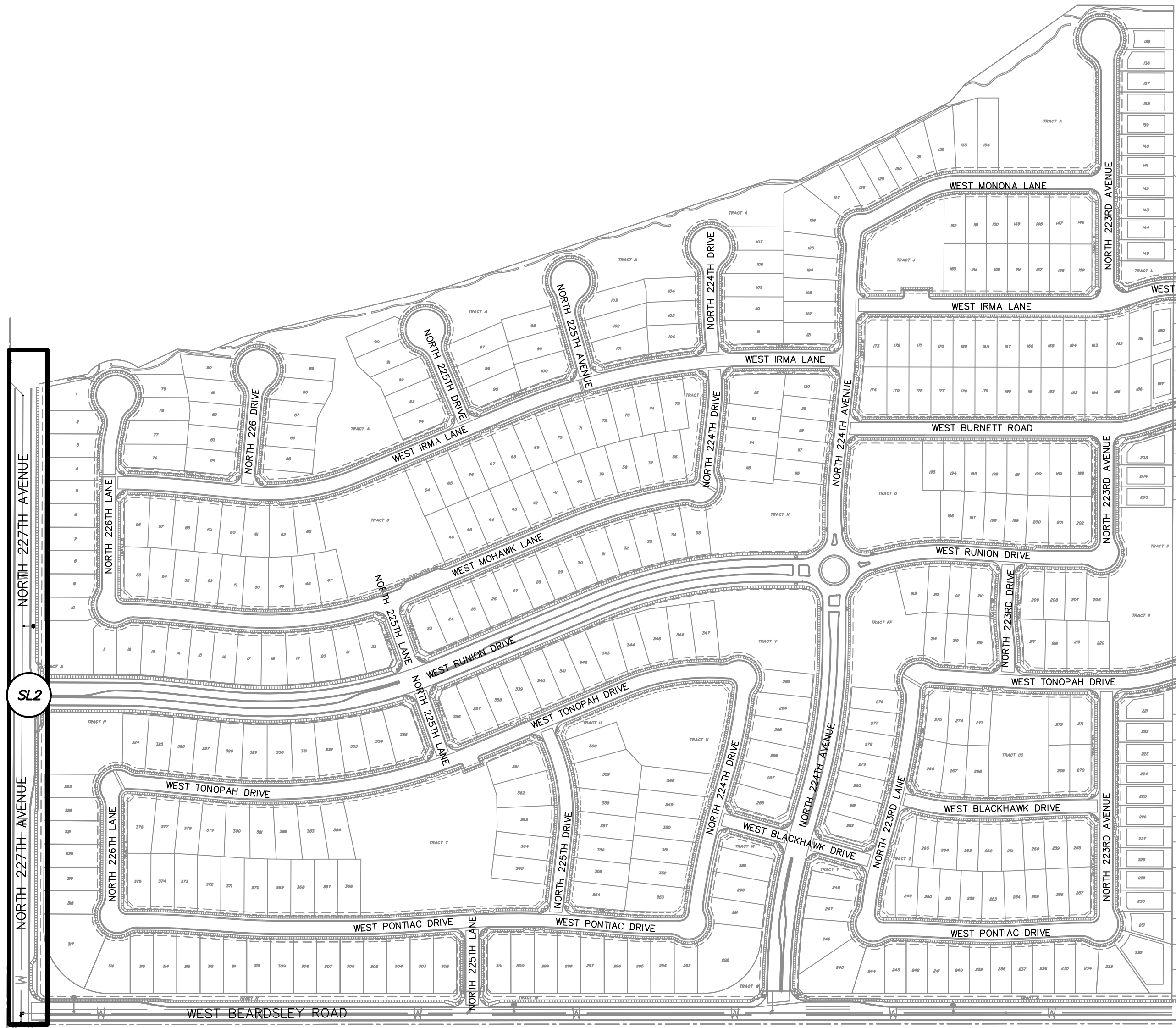
A PORTION OF THE THE SOUTHEAST QUARTER OF SECTION 22,
SOUTHWEST QUARTER OF SECTION 23,
THE NORTHWEST QUARTER OF SECTION 26 AND
THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH,
RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



VICINITY MAP
NTS

SHEET INDEX

SHEET	DESCRIPTION
SL1	STREET LIGHTING COVER SHEET
SL2	STREET LIGHTING LAYOUT
SL3	STREET LIGHTING DETAILS
P1	ROADWAY PHOTOMETRIC CALCULATIONS



KEY MAP
NTS

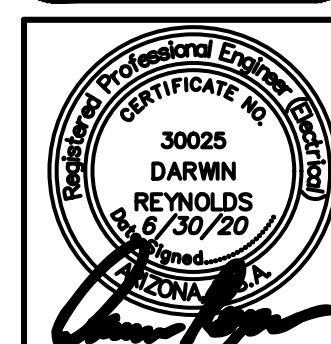
UTILITY CONFLICT COORDINATION			
UTILITY COMPANY	DATE SUBMITTED	PHONE	CONTACT
SRP POWER		602-236-0813	BECKY THOMAS
SOUTHWEST GAS		602-484-5385	FRANCHISE DEPT.
COX CABLEVISION		623-594-1000	CONFLICT REVIEW DEPT
ZONA		623-455-4555	BERNIE ARMSTRONG
WAPA		602-605-2554	CARLA CRISTELLI
APS		623-975-5786	MERYBETH TAFT

CITY OF SURPRISE SIGNATURE BLOCK

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

APPROVED _____
CITY OF SURPRISE ENGINEER

DATE



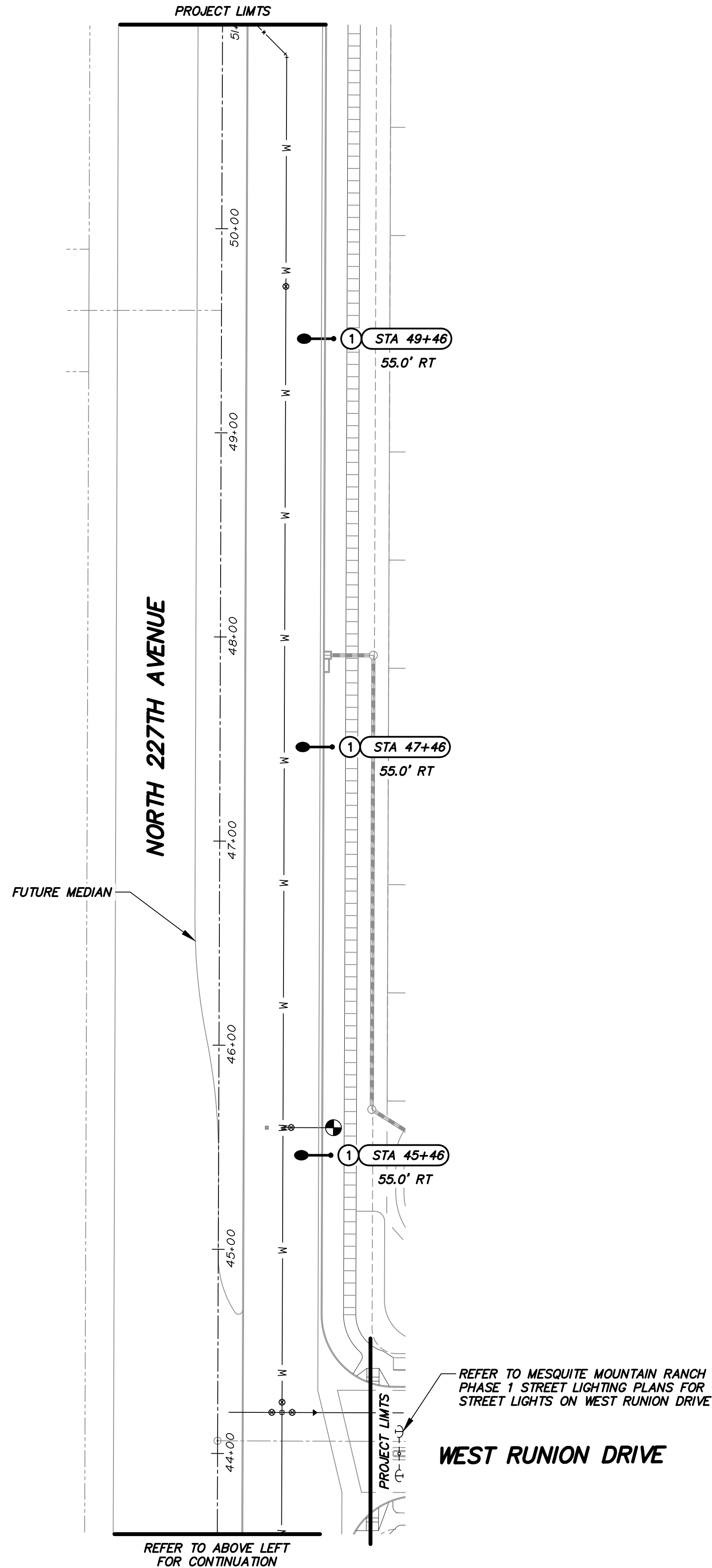
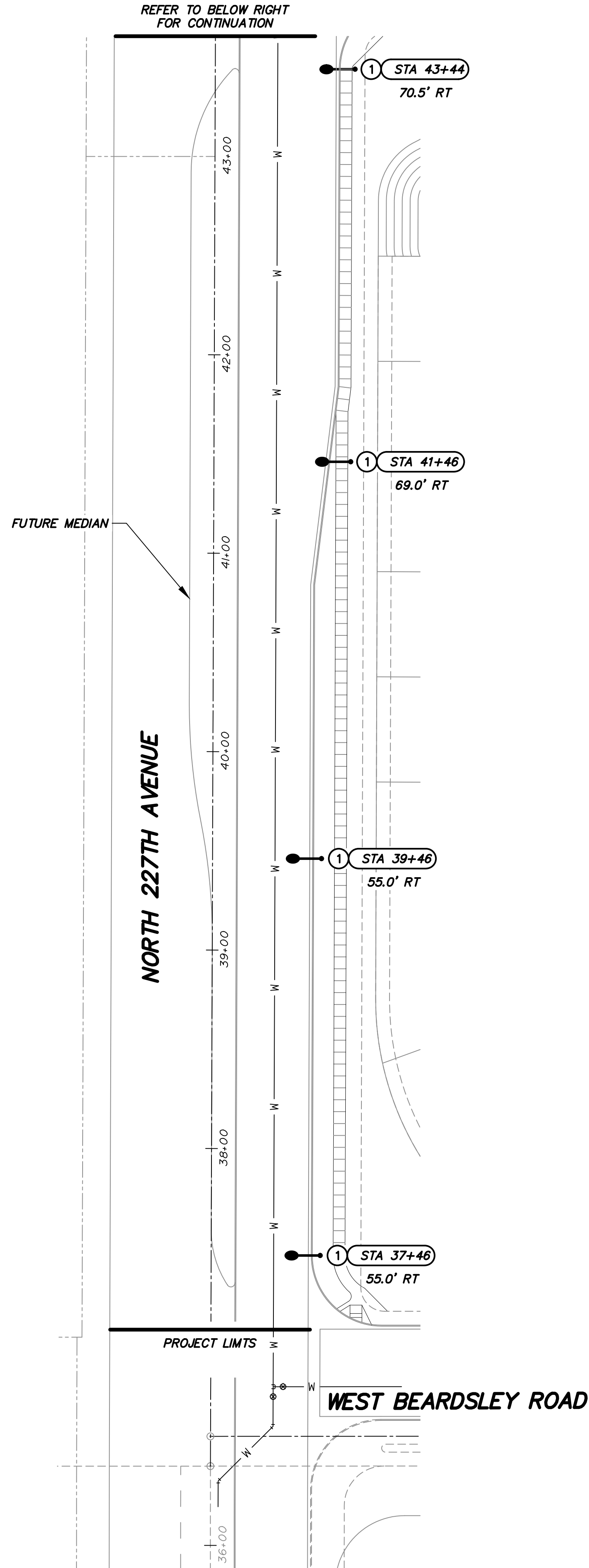
DARCOR ELECTRICAL CONSULTING ENGINEERS		7600 N. 16TH ST. SUITE 212 PHOENIX, AZ 85020 PH: (602) 795-2699 WWW.DARCORINC.COM	
MESQUITE MOUNTAIN RANCH 227TH AVENUE SURPRISE, ARIZONA			
SHEET TITLE STREET LIGHTING COVER SHEET			
DATE JUNE 2020	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL1 PROJ No. 20020	SHEET 1 OF 4

FS20-XXX

SLID #

FS20-XXX

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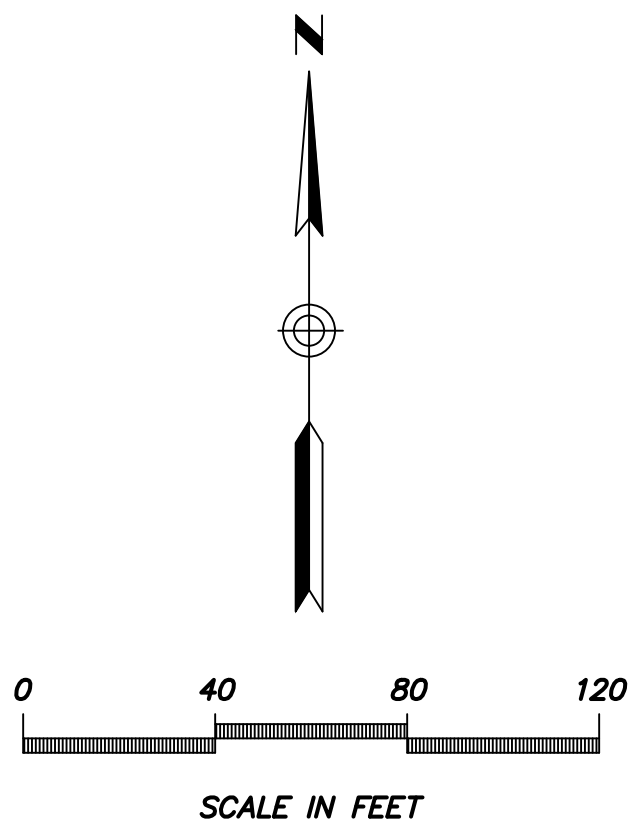
KEY NOTE

- ① INSTALL 108W, 4000K LED (11,500 LUMENS) GRAY COBRAHEAD LUMINAIRE MOUNTED ON A 38'-6" DIRECT BURIED ROUND STEEL POLE WITH A 8" X 8" MAST ARM (40' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8040 AND APPLICABLE APS DETAILS ON SHEET SL3.

LEGEND

- PROPOSED STREET LIGHT
- EXISTING OR PROPOSED STREET LIGHT (NOT IN CONTRACT)
- ⊕ FIRE HYDRANT

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



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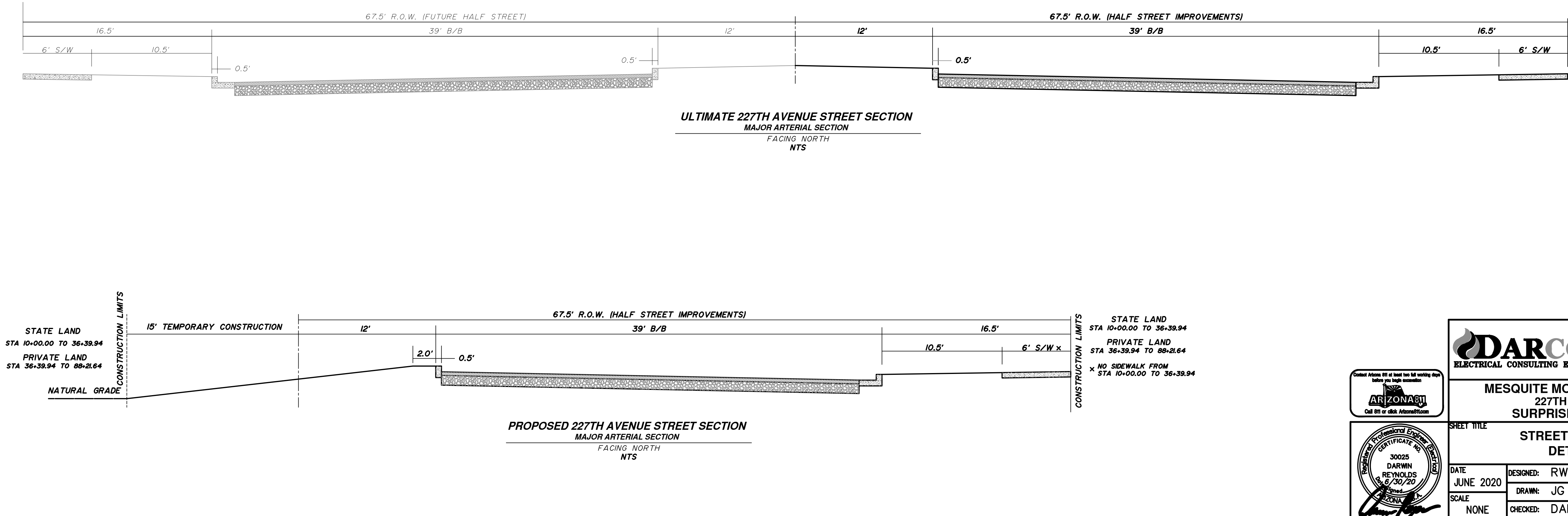
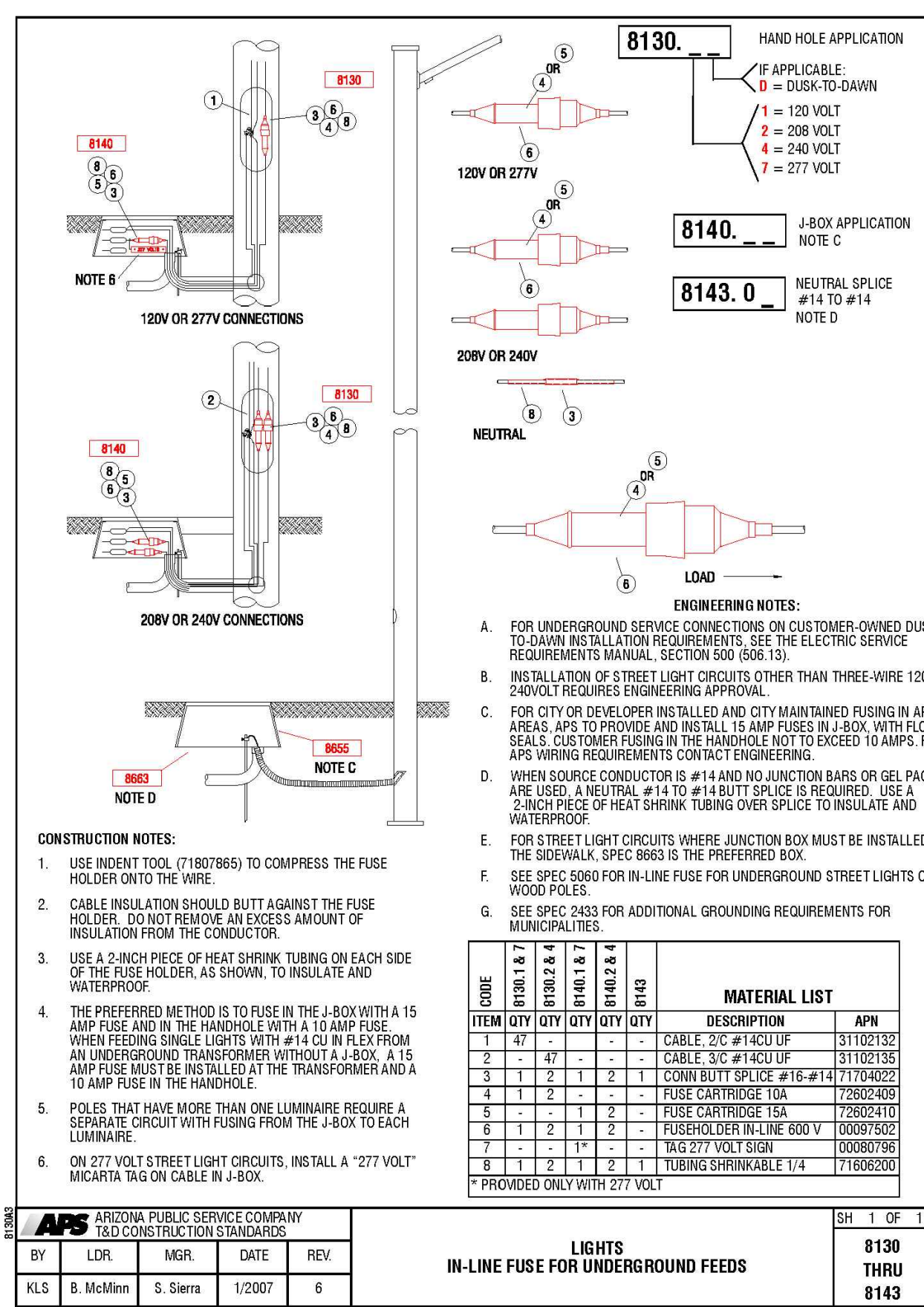
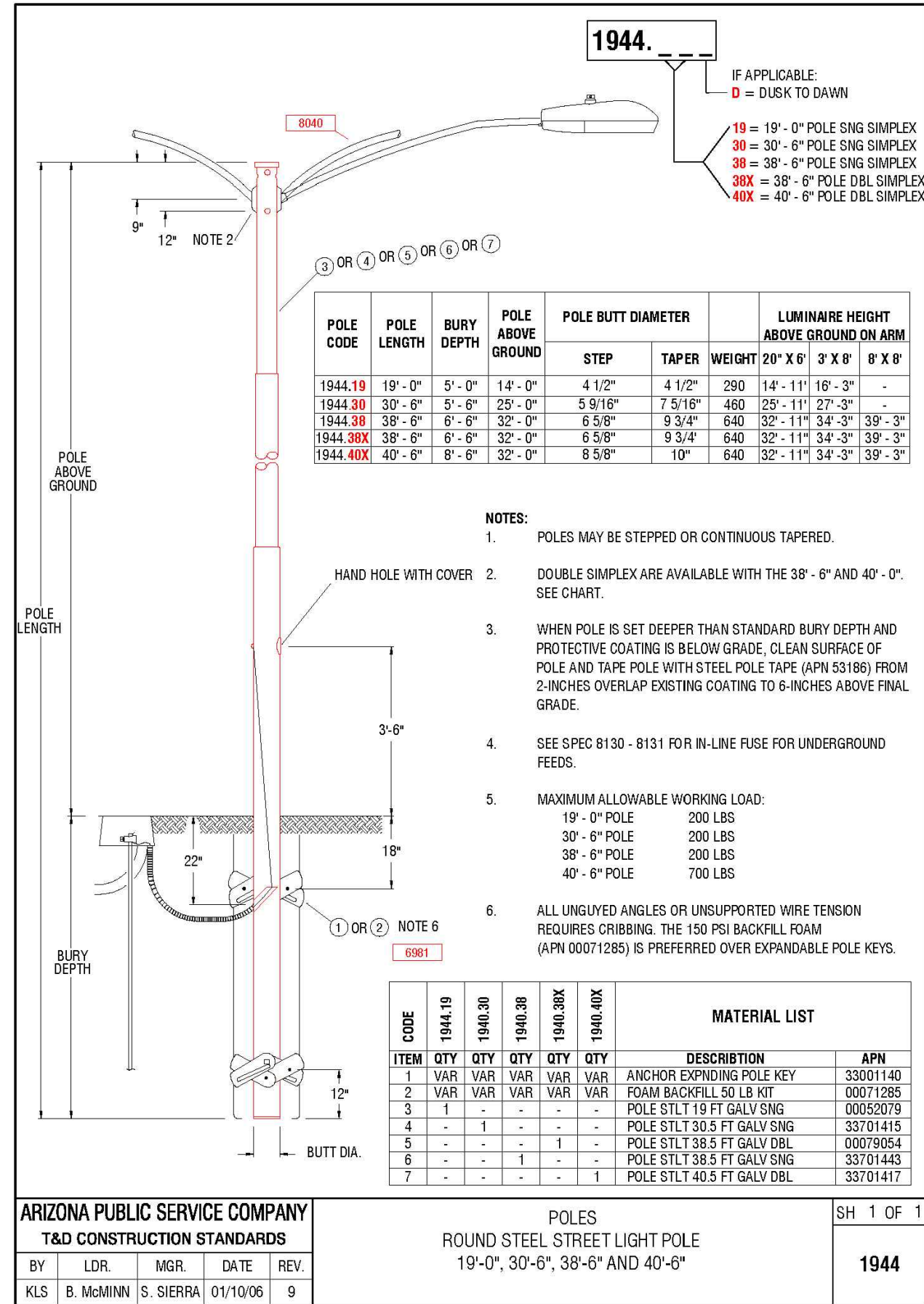
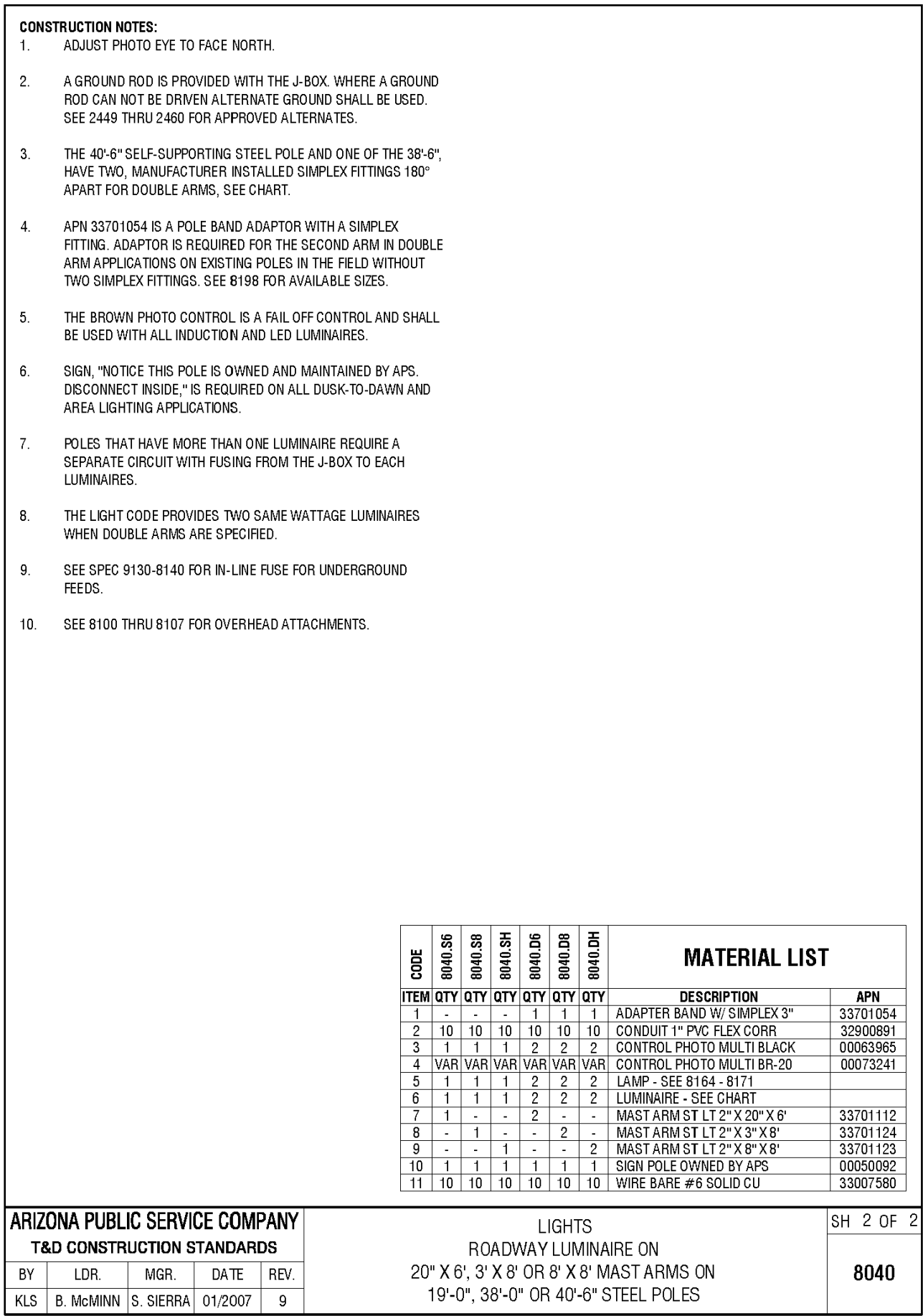
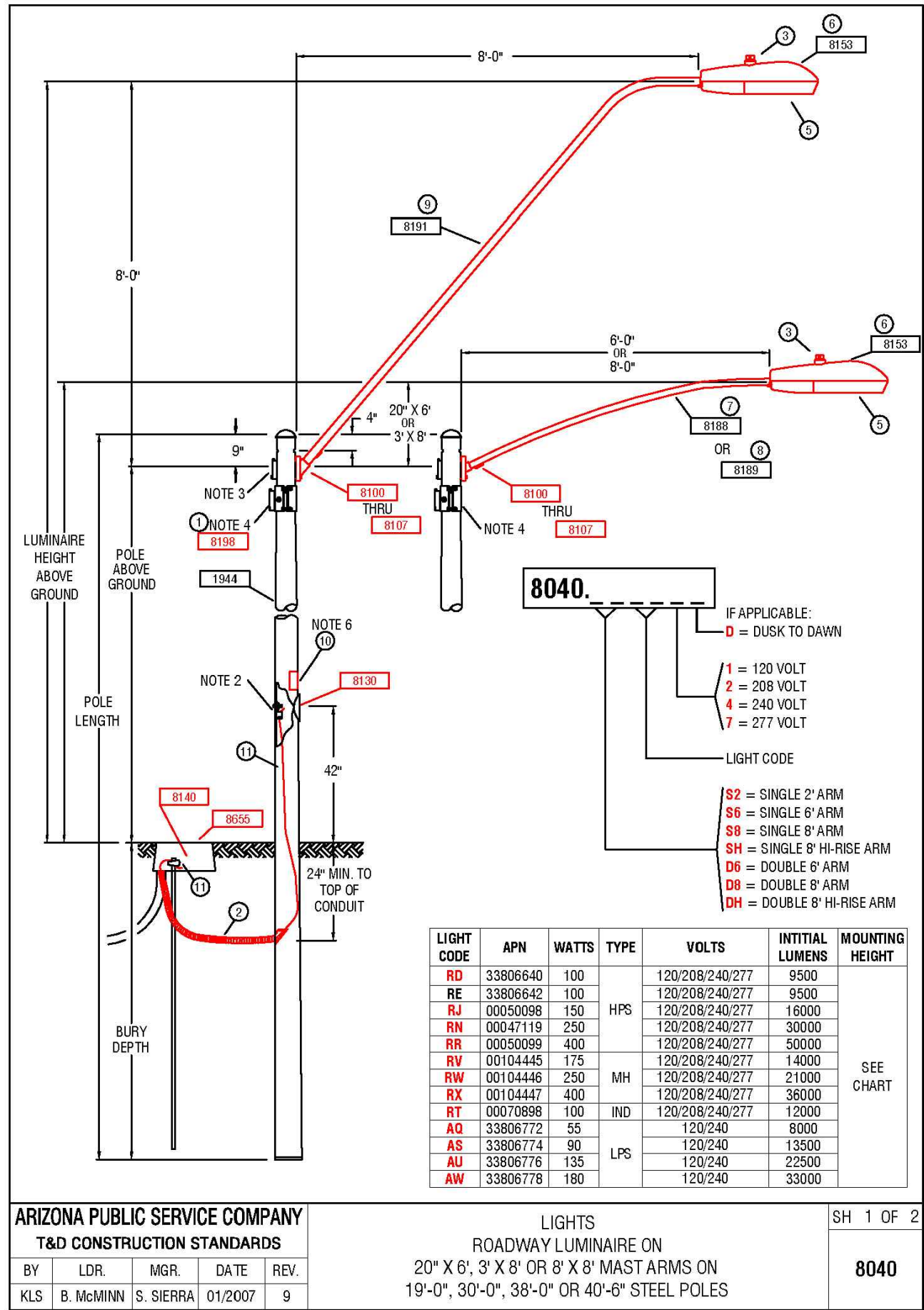
MESQUITE MOUNTAIN RANCH
227TH AVENUE
SURPRISE, ARIZONA

SHEET TITLE
STREET LIGHTING LAYOUT

DATE JUNE 2020	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL2 PROJ No. 20020	SHEET 2 OF 4
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PROPOSED 227TH AVENUE STREET SECTION
MAJOR ARTERIAL SECTION
FACING NORTH
NTS

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PHOENIX, AZ 85020
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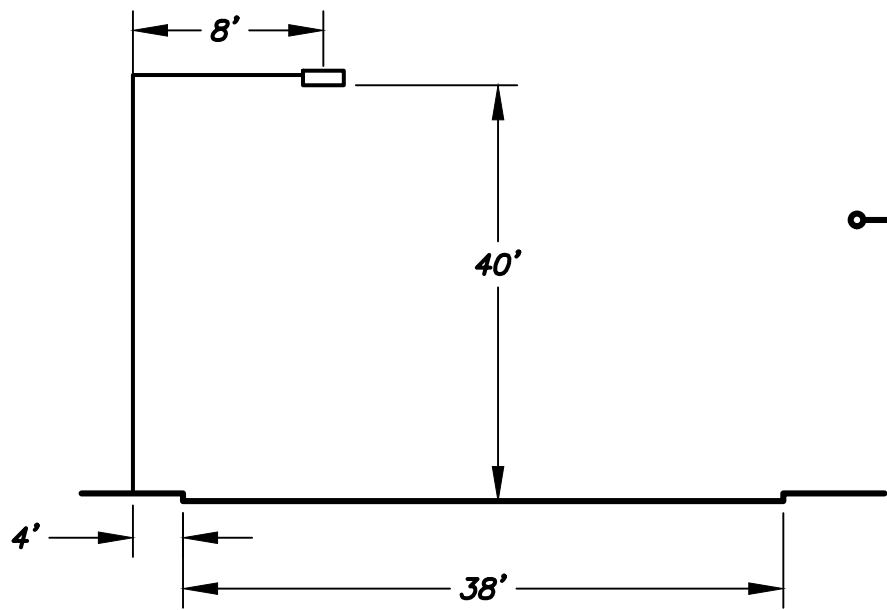
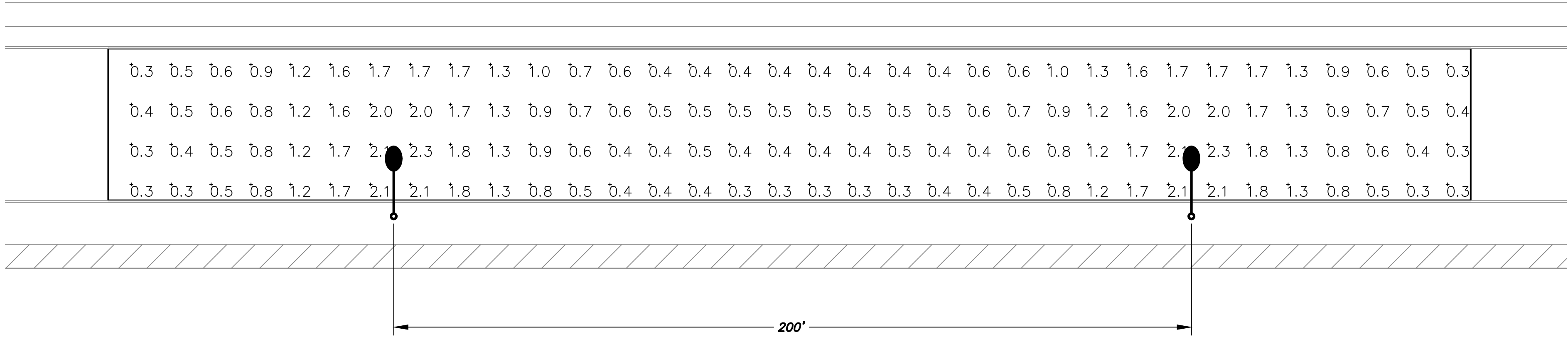
MESQUITE MOUNTAIN RANCH
227TH AVENUE
SURPRISE, ARIZONA

STREET LIGHTING DETAILS

DATE: JUNE 2020	DESIGNED: RWB	DWG No. SL3	SHEET 3 OF 4
SCALE: NONE	DRAWN: JG	PROJ No. 20020	
CHECKED: DAR			

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ROADWAY ARTERIAL	
136 points at z=0, sp 10ft by 10ft	
HORIZONTAL FOOTCANDLES	
Average	0.93
Maximum	2.3
Minimum	0.30
Avg: Min	3.10
Max: Min	7.67
Coef Var	0.64
UnifCrad	1.67



LUMINAIRE INPUT DATA
GE Lighting Solutions
lamp(s): LED
candela file ERLH_11E340
1 lamp(s) per luminaire, 11,500 initial lumens per lamp
Light Loss Factor = 1.0, watts per luminaire = 98
Outreach (from mounting axis to photometric center)= 111 in
mounting height= 40 ft

**WORST CASE SPACING FOR 38' WIDE ROADWAY
(MAJOR ARTERIAL) (108W) (40' MH)**

APS APPROVED LED STREET LIGHTS								
AS OF 3-15-18								
APN	LIGHT CODE	LAMP	WATTS	LUMENS	CCT	COLOR	G.E. MODEL NUMBER	IES CURVE NUMBER
141047	RL41	LED	32	3,800	3000K	DK BRONZE	ERL1004B130ADKBZGRX	ERL1_04B130-120-277V.IES
141048	RL41	LED	41	4,800	3000K	DK BRONZE	ERL1005E130ADKBZGRX	ERL1_05E130-120-277V.IES
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227TH AVENUE
SURPRISE, ARIZONA

SHEET TITLE
ROADWAY PHOTOMETRIC
CALCULATIONS

DATE JUNE 2020	DESIGNED: RWB	DWG No. P1	SHEET 4
SCALE NONE	DRAWN: JG	PROJ No. 20020	OF 4
	CHECKED: DAR		

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14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

STREET LIGHTING PLANS
FOR
MESQUITE MOUNTAIN RANCH
WEST BEARDSLEY ROAD

A PORTION OF THE THE SOUTH QUARTER OF SECTION 23, TOWNSHIP 4 NORTH,
RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

RECEIVED
03/31/2021

PROJECT LOCATION

VICINITY MAP
NTS

DEVELOPER

MESQUITE MOUNTAIN RANCH INVESTMENTS, LLC
7505 EAST SIXTH STREET
SCOTTSDALE, AZ 85251
PHONE: (480) 423-9200
CONTACT: RICK MERRITT

CIVIL ENGINEER

GOODWIN & MARSHALL
CHANDLER, AZ 85286
PHONE: (602) 218-7285
CONTACT: WARREN C. RUSSELL, P.E.

ELECTRICAL ENGINEER

DARCOR & ASSOCIATES
22601 N. 17TH AVENUE, STE 240
PHOENIX, AZ 85027
PHONE: (602) 795-2699
CONTACT: DARWIN REYNOLDS, P.E.

KEY MAP
NTS

SHEET INDEX

UTILITY CONFLICT COORDINATION				
UTILITY COMPANY	DATE SUBMITTED	DATE OF RESPONSE	CONTACT	PHONE
APS	2020-9-16	2020-10-05	MERYBETH TAFT	623-975-5786
ZONA	2020-9-16	2020-10-05	BERNIE ARMSTRONG	623-455-4555
WAPA	2020-9-16	2020-10-05	CARLA CRISTELLI	602-605-2554
SRP POWER	2020-9-16	2020-10-05	BECKY THOMAS	602-236-0813
COX CABLEVISION	2020-9-16	2020-10-05	CONFLICT REVIEW DEPT.	623-594-1000
SOUTHWEST GAS	2020-9-16	2020-10-05	FRANCHISE DEPT.	602-484-5385

LEGEND & QUANTITIES LIST	
QUANTITY	SYMBOL DESCRIPTION
23	108W LED (11,500 LUMENS) STREET LIGHT

CITY OF SURPRISE SIGNATURE BLOCK

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

APPROVED
CITY OF SURPRISE ENGINEER

DATE

ARIZONA
Certified Professional Engineer
Call 811 or click Arizona811.com

30025
DARWIN
REYNOLDS
7/20/21
Professional Engineer

MESQUITE MOUNTAIN RANCH
WEST BEARDSLEY ROAD
SURPRISE, ARIZONA

SHEET TITLE
STREET LIGHTING
COVER SHEET

DATE JAN 2021	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL1 PROJ No. 20020	SHEET 1 OF 5
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Saved: Wednesday, January 13, 2021 11:41:35 AM File-Z:\2020\2020-MMR (Mesquite Mtn Ranch)\Drawings\Street Lighting\Bearsley Rd\2020-BDLY-SL2 Drafter:Kapschl

KEY NOTE

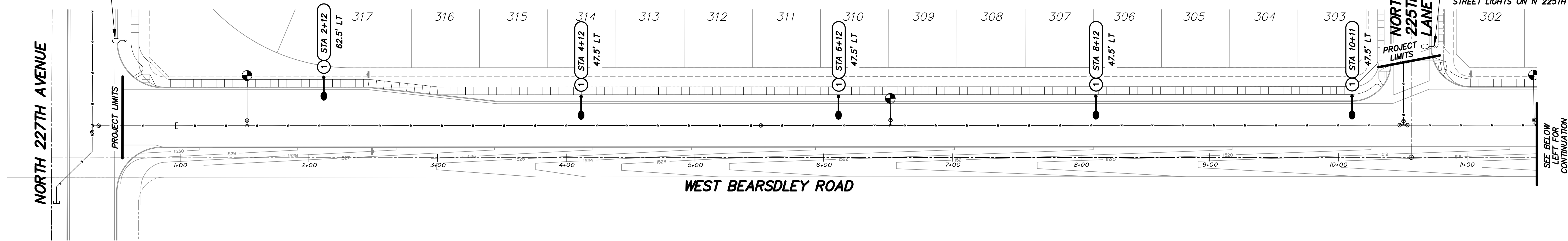
- ① INSTALL 108W, 4000K LED (11,500 LUMENS) GRAY COBRAHEAD LUMINAIRE MOUNTED ON A 38'-6" DIRECT BURIED ROUND STEEL POLE WITH A 8" X 8" MAST ARM (40' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8040 AND APPLICABLE APS DETAILS ON SHEET SL4.

LEGEND

- PROPOSED STREET LIGHT
- EXISTING OR PROPOSED STREET LIGHT (NOT IN CONTRACT)
- ⊕ FIRE HYDRANT

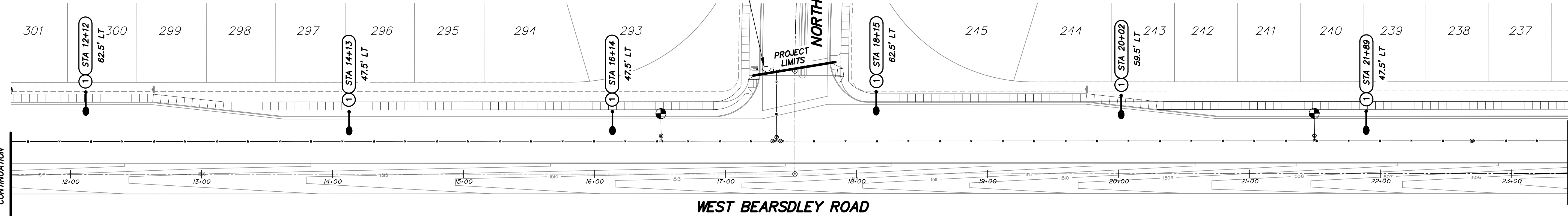
REFER TO MESQUITE MOUNTAIN RANCH
227TH AVENUE STREET LIGHTING PLANS
FOR STREET LIGHTS ON N 227TH AVENUE

REFER TO MESQUITE MOUNTAIN RANCH
PHASE 1 STREET LIGHTING PLANS FOR
STREET LIGHTS ON N 225TH LANE



SEE BELOW
LEFT FOR
CONTINUATION

REFER TO MESQUITE MOUNTAIN RANCH
PHASE 1 STREET LIGHTING PLANS FOR
STREET LIGHTS ON N 224TH AVENUE



SEE ABOVE
RIGHT FOR
CONTINUATION

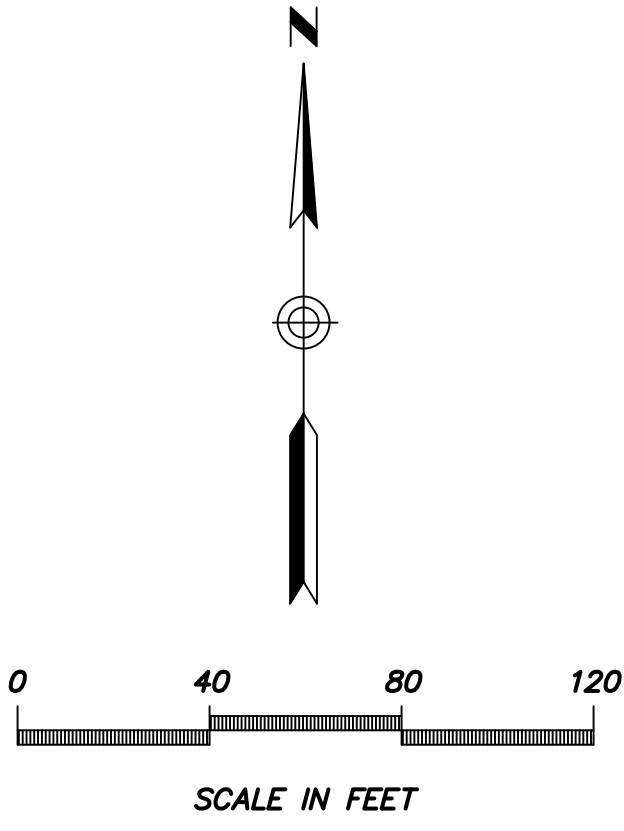
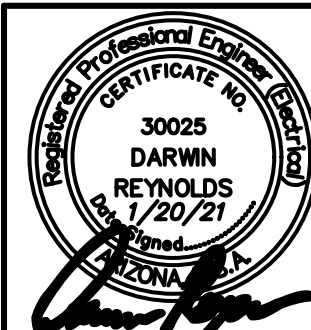
NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS

DARCOR
ELECTRICAL CONSULTING ENGINEERS
22801 N. 17TH AVE.
SUITE 240
PHOENIX, AZ 85027
PH: (602) 795-8899
WWW.DARCORINC.COM

MESQUITE MOUNTAIN RANCH
WEST BEARDSLEY ROAD
SURPRISE, ARIZONA

SHEET TITLE
STREET LIGHTING LAYOUT - I

DATE JAN 2021	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL2 PROJ No. 20020	SHEET 2 OF 5
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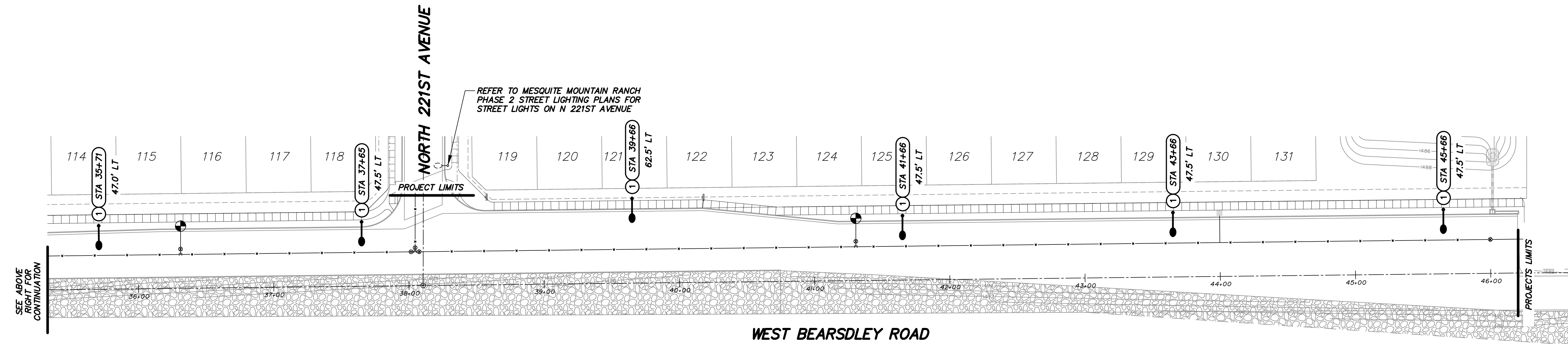
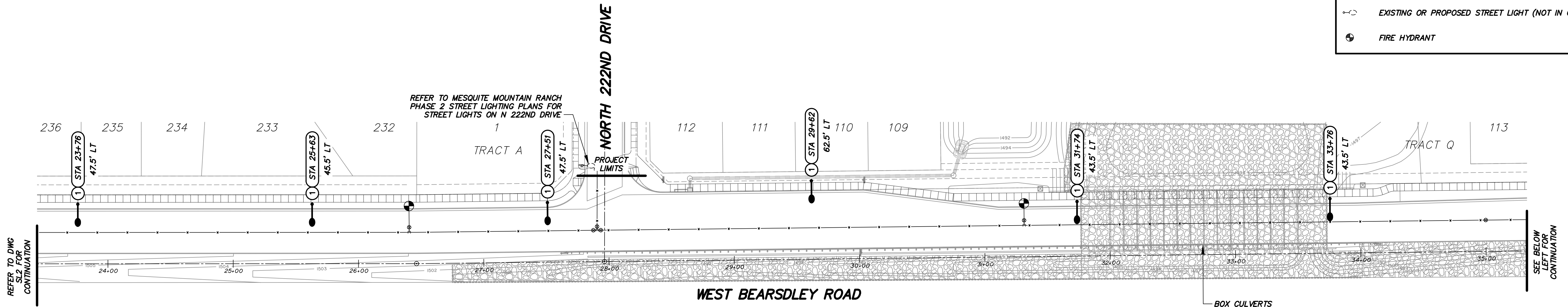
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KEY NOTE

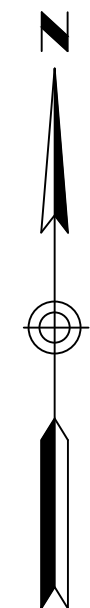
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- EXISTING OR PROPOSED STREET LIGHT (NOT IN CONTRACT)
- ⊕ FIRE HYDRANT



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



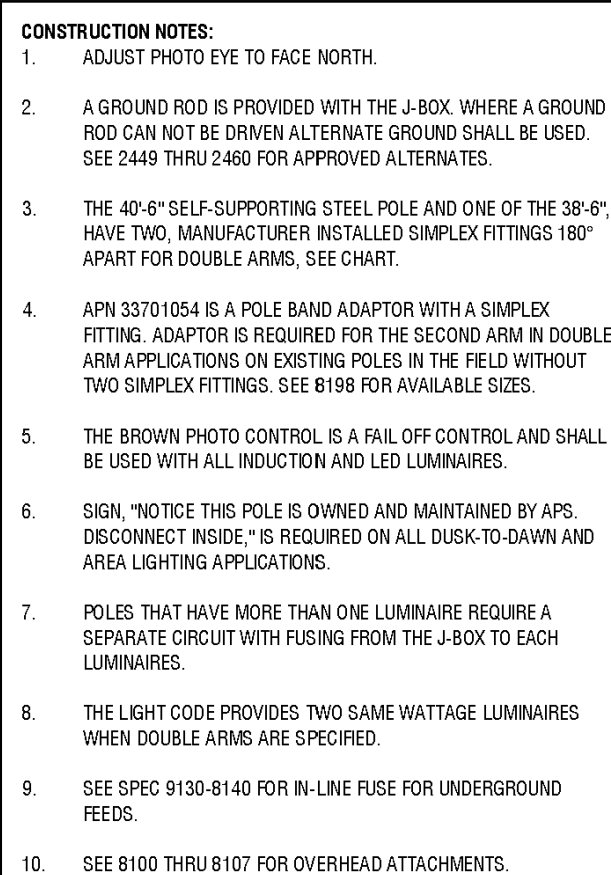
DARCOR
ELECTRICAL CONSULTING ENGINEERS
22801 N. 17TH AVE.
SUITE 240
PHOENIX, AZ 85027
PH: (602) 795-8899
WWW.DARCORINC.COM

MESQUITE MOUNTAIN RANCH
WEST BEARDSLEY ROAD
SURPRISE, ARIZONA

SHEET TITLE
STREET LIGHTING LAYOUT - II

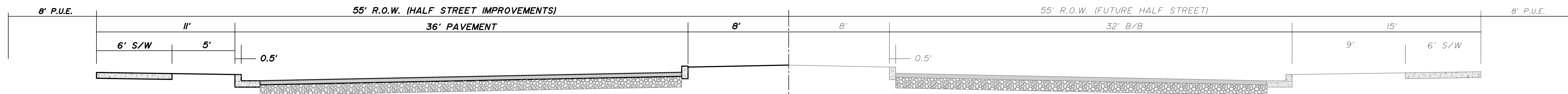
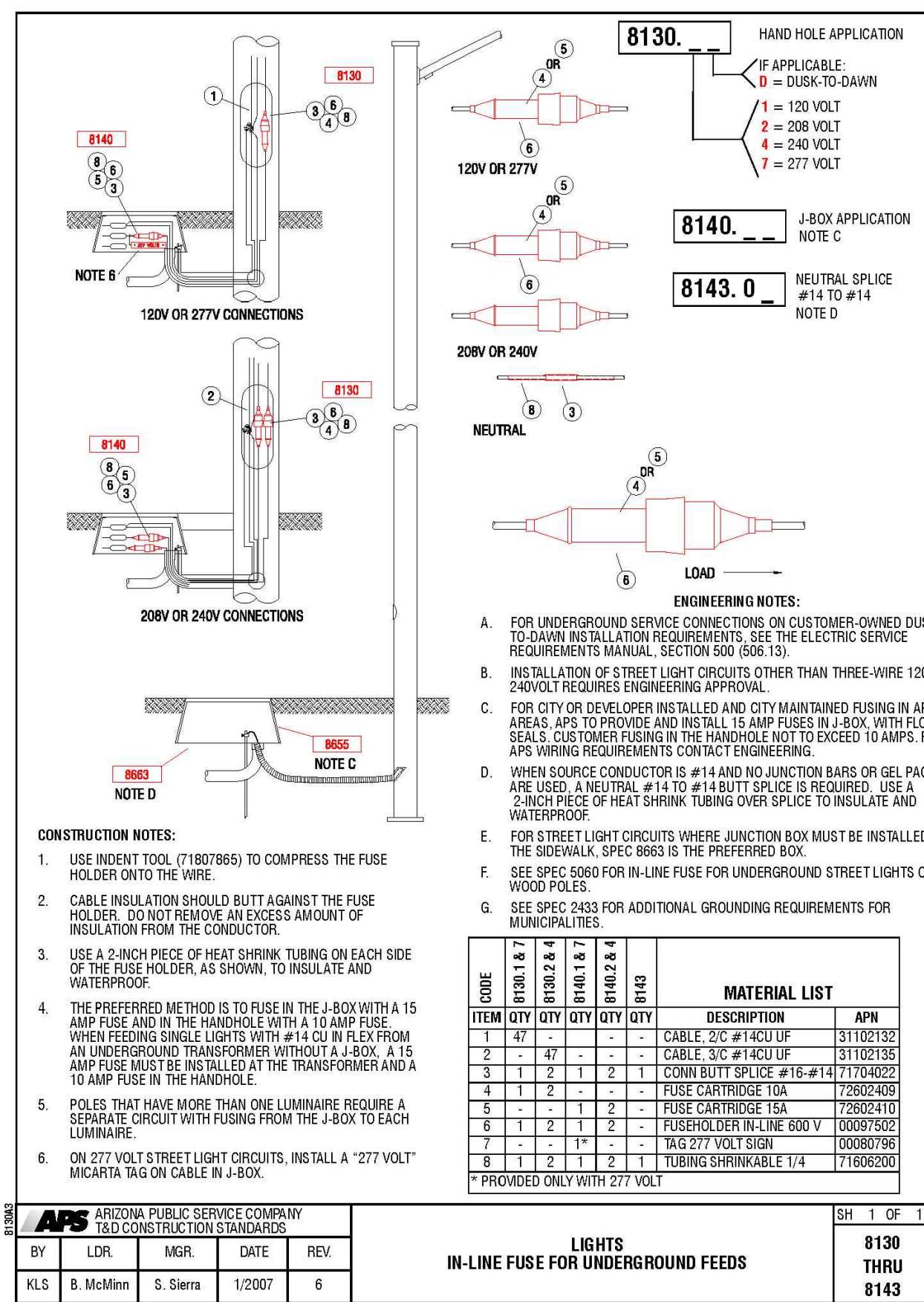
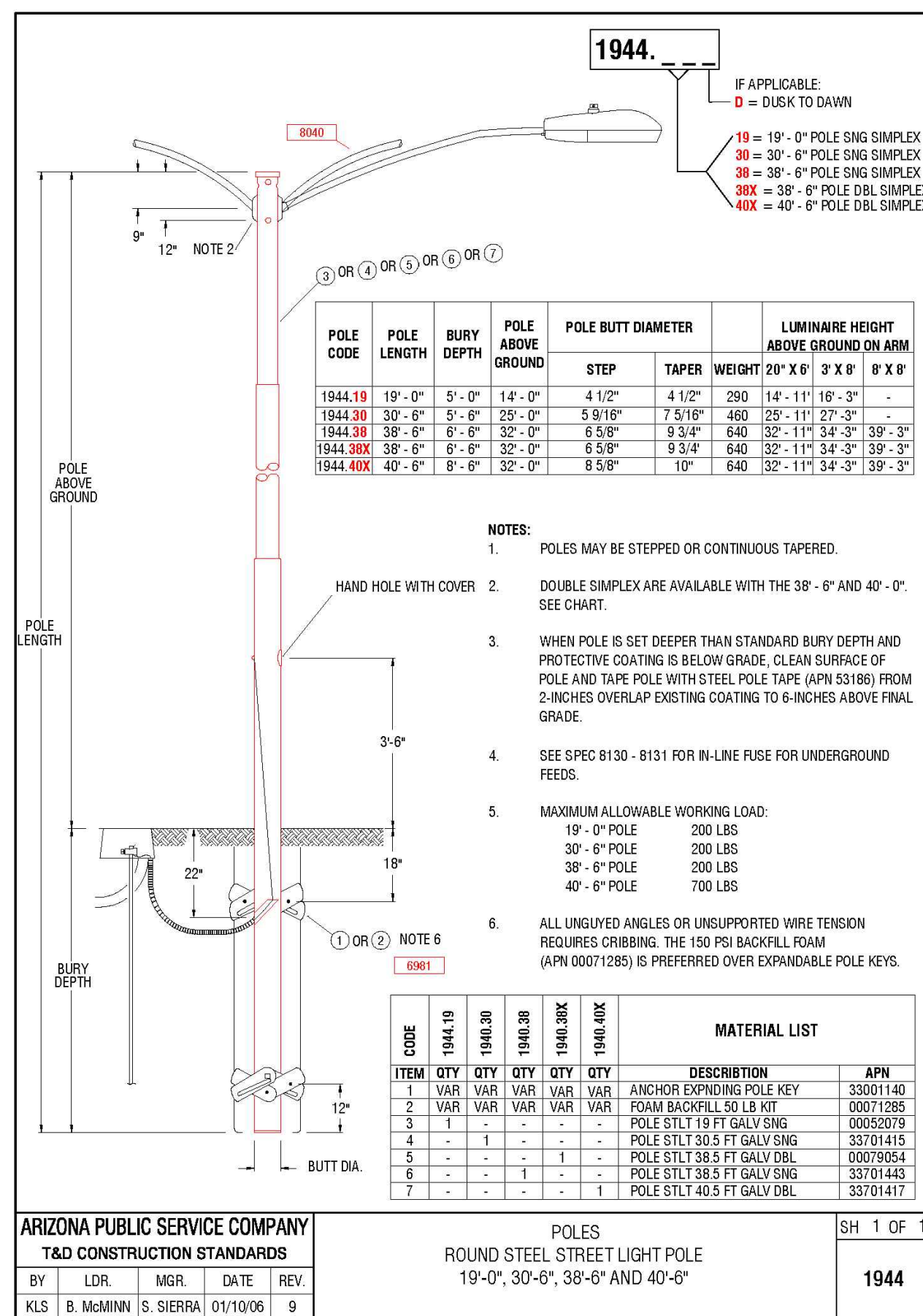
DATE JAN 2021	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL3 PROJ No. 20020	SHEET 3 OF 5
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FS20-592



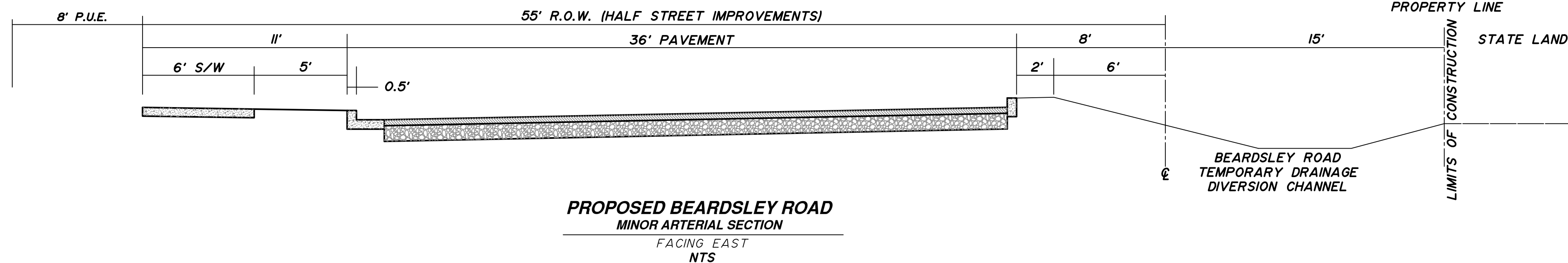
CODE		MATERIAL LIST										
ITEM	QTY	8040-55	8040-59	8040-58	8040-54	8040-56	8040-57	8040-53	8040-52	8040-51	DESCRIPTION	APN
1	1										ADAPTER BAND W/ SIMPLEX 3"	357101045
2	1	10	10	10	10	10	10	10	10	10	CONDUIT 1/2" PVC FLEX CORN	32900081
3	1	1	1	1	1	1	1	1	1	1	CONTROL PHOTO M/LT BLACK	00063965
4	VAR	VAR	VAR	VAR	VAR	VAR	VAR	VAR	VAR	VAR	CONTROL PHOTO M/LT BR-20	00073241
5	1										CAMP, SEE 8164 - 8171	
6	1										LUMINAIRE, SEE CHART	
7	1										MAST ARM ST LT "2 X 20" X 6"	33701112
8	-	1	-	-	-	-	-	-	-	-	MAST ARM ST LT "2 X 20" X 8"	33701124
9	-	1	-	-	-	-	-	-	-	-	MAST ARM ST LT "2 X 8" X 8"	33701123
10	-	1	-	-	-	-	-	-	-	-	WIRE BARGE #5 SOLID CU	33007580
11	10	10	10	10	10	10	10	10	10	10	WIRE BARGE #5 SOLID CU	33007580

ARIZONA PUBLIC SERVICE COMPANY					LIGHTS	SH 2 OF 2
T&D CONSTRUCTION STANDARDS					ROADWAY LUMINAIRE ON	
BY	LDR.	MGR.	DATE	REV.	20" X 6", 3" X 8" OR 8' X 8' MAST ARMS ON	8040
KLS	B McMINN	S. SIERRA	01/2007	9	19'-0", 38'-0" OR 40'-6" STEEL POLES	



ULTIMATE BEARDSLEY ROAD STREET SECTION
MINOR ARTERIAL SECTION

FACING EAST
NTS



BEARDSLEY ROAD
TEMPORARY DRAINAGE
DIVERSION CHANNEL

SECTION LINE &
STATE LAND
PROPERTY LINE

STATE LAND

LIMITS OF CONSTRUCTION

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



**MESQUITE MOUNTAIN RANCH
WEST BEARDSLEY ROAD
SURPRISE, ARIZONA**

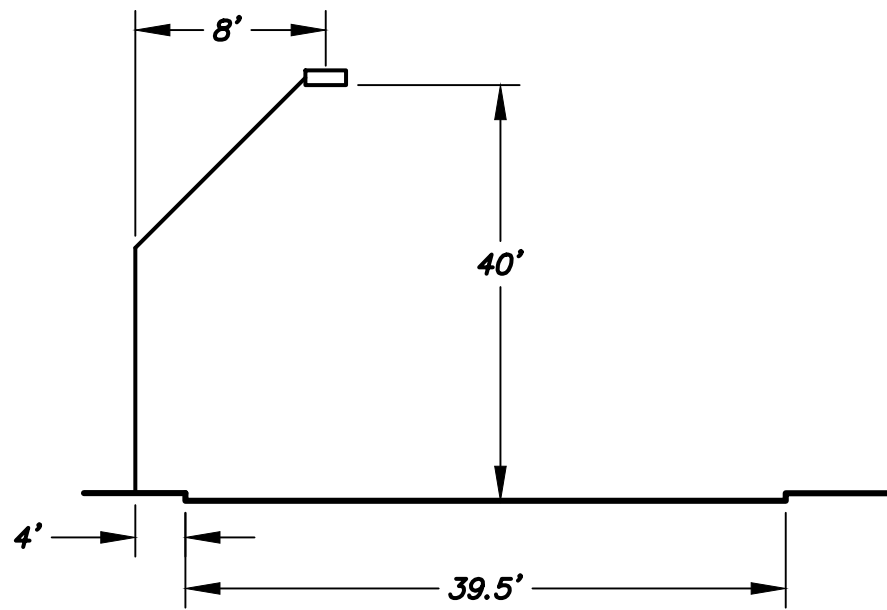
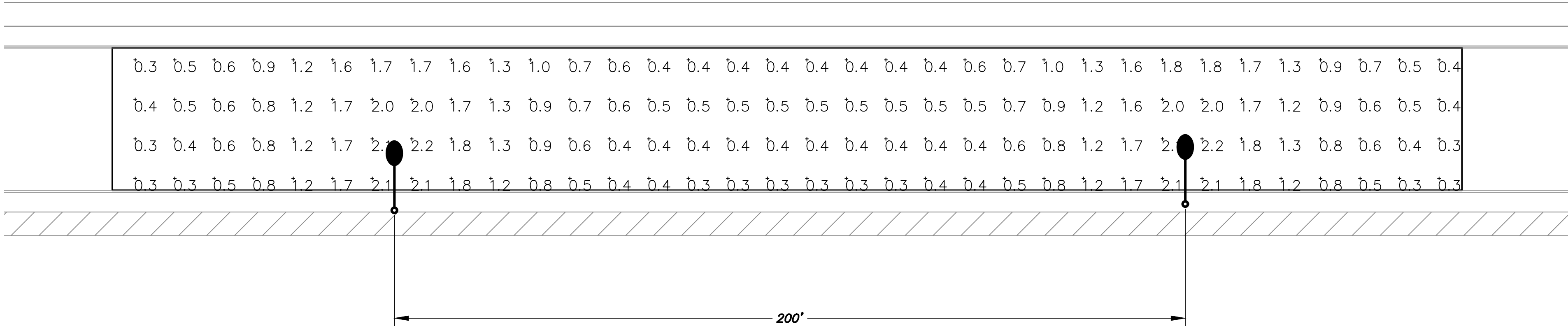
SHEET TITLE	STREET LIGHTING DETAILS
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DATE JAN 2021	DESIGNED: RWB	DWG No. SL4	SHEET 4 OF 5
SCALE NONE	DRAWN: JG		
	CHECKED: DAR	PROJ No. 20020	

FS20-592

Saved: Wednesday, January 13, 2021 9:53:00 AM File: Z:\2020\20020-MMR (Mesquite Mtn Ranch)\Drawings\Street Lighting\Beardsley Rd\20020-BDL Y-P1 Drafter:Kapsahl

ROADWAY ARTERIAL	
136 points at z=0, sp 10ft by 10ft	
HORIZONTAL FOOTCANDLES	
Average	0.92
Maximum	2.2
Minimum	0.30
Avg: Min	3.07
Max: Min	7.33
Coef Var	0.64
UnifGrad	1.67



LUMINAIRE INPUT DATA
GE Lighting Solutions
lamp(s): LED
candelg file ERLH_11E140
1 lamp(s) per luminaire, 11,500 initial lumens per lamp
Light Loss Factor = 1.0, watts per luminaire = 98
Outreach (from mounting axis to photometric center)= 111 in
mounting height= 40 ft

APS APPROVED LED STREET LIGHTS								
AS OF 3-15-18								
APN	LIGHT CODE	LAMP	WATTS	LUMENS	CCT	COLOR	G.E. MODEL NUMBER	IES CURVE NUMBER
141047	RL41	LED	32	3,800	3000K	DK BRONZE	ERL1004B130ADKBZGRX	ERL1_04B130-120-277V.IES
141048	RL41	LED	41	4,800	3000K	DK BRONZE	ERL1005E130ADKBZGRX	ERL1_05E130-120-277V.IES
141049	RL42	LED	88	8,200	3000K	DK BRONZE	ERL1008E130ADKBZGRX	ERL1_08E130.IES
141050	RL43	LED	108	11,100	3000K	DK BRONZE	ERLH011E130ADKBZGRX	ERLH_11E130.IES
141040	CL50	LED	32	3,800	3000K	GRAY	ERL1004B130AGRAYGRX	ERL1_04B130-120-277V.IES
141041	CL51	LED	41	4,800	3000K	GRAY	ERL1005E130AGRAYGRX	ERL1_05E130-120-277V.IES
141043	CL52	LED	88	8,200	3000K	GRAY	ERL1008E130AGRAYGRX	ERL1_08E130.IES
141045	CL53	LED	108	11,100	3000K	GRAY	ERLH011E130AGRAYGRX	ERLH_11E130.IES
128251	RL50	LED	32	3,900	4000K	DK BRONZE	ERL1004B140ADKBZGRX	ERL1_04B140-120-277V.IES
126804	RL51	LED	41	5,000	4000K	DK BRONZE	ERL1005E140ADKBZGRX	ERL1_05E140-120-277V.IES
126805	RL52	LED	88	8,500	4000K	DK BRONZE	ERL1008E140ADKBZGRX	ERL1_08E140.IES
	RL53	LED	108	11,500	4000K	DK BRONZE	ERLH011E140ADKBZGRX	ERLH_11E140.IES
128329	CL60	LED	32	3,900	4000K	GRAY	ERL1004B140AGRAYGRX	ERL1_04B140-120-277V.IES
128330	CL61	LED	41	5,000	4000K	GRAY	ERL1005E140AGRAYGRX	ERL1_05E140-120-277V.IES
128331	CL62	LED	88	8,500	4000K	GRAY	ERL1008E140AGRAYGRX	ERL1_08E140.IES
128332	CL63	LED	108	11,500	4000K	GRAY	ERLH011E140AGRAYGRX	ERLH_11E140.IES

CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATIONS AT THE TIME OF BIDDING AND CONSTRUCTION.

ALL PHOTOMETRIC CALCULATIONS ON THESE PLANS REPRESENT ILLUMINANCE VALUES

DATE
JAN 2021

SCALE
NONE

DESIGNED: RWB
DRAWN: JG
CHECKED: DAR

DWG No.
P1
PROJ No.
20020

SHEET
5
OF
5

FS20-592

MESQUITE MOUNTAIN RANCH
WEST BEARDSLEY ROAD
SURPRISE, ARIZONA

SHEET TITLE
ROADWAY PHOTOMETRIC CALCULATIONS

Page 89 of 483

Saved: Tuesday, January 5, 2021 9:23:23 AM File: Z:\2020\2020-2020-MNR (Mesquite Mtn Ranch)\Drawings\Street Lighting\219th Ave\2020-219th-SL1 Drafter-Kopsahl

DARCOR GENERAL NOTES

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

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

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

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

CITY OF SURPRISE GENERAL ENGINEERING NOTES

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

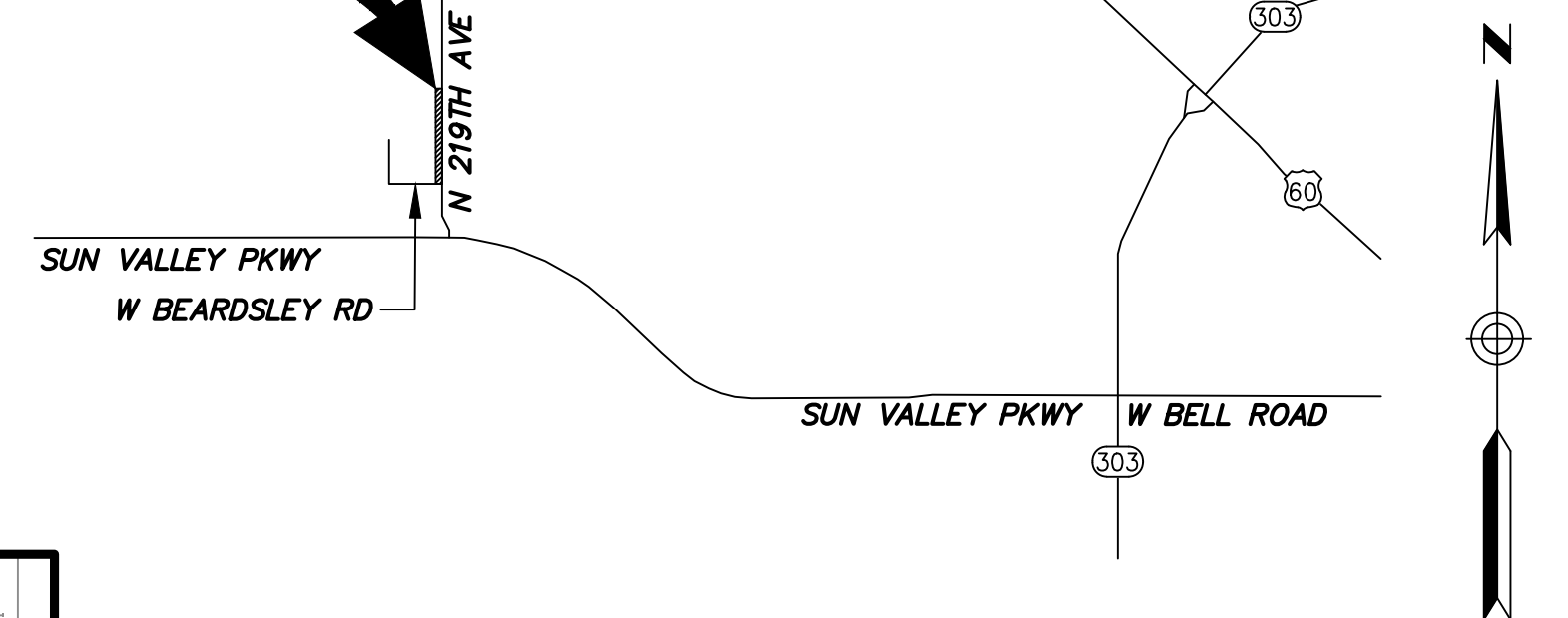
MESQUITE MOUNTAIN RANCH NORTH 219TH AVENUE

A PORTION OF THE THE SOUTH QUARTER OF SECTION 23, TOWNSHIP 4 NORTH,
RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

FS20-593

RECEIVED 1-25-2021

PROJECT
LOCATION



VICINITY MAP
NTS

SHEET INDEX

SHEET	DESCRIPTION
SL1	STREET LIGHTING COVER SHEET
SL2	STREET LIGHTING LAYOUT
SL3	STREET LIGHTING DETAILS
P1	ROADWAY PHOTOMETRIC CALCULATIONS

LEGEND & QUANTITIES LIST

QUANTITY	SYMBOL	DESCRIPTION
6		108W LED (11,500 LUMENS) STREET LIGHT



KEY MAP
NTS

DEVELOPER

MESQUITE MOUNTAIN RANCH INVESTMENTS, LLC
7505 EAST SIXTH STREET
SCOTTSDALE, AZ 85251
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CONTACT: RICK MERRITT

CIVIL ENGINEER

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CONTACT: DARWIN REYNOLDS, P.E.

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SOUTHWEST GAS	2020-9-16	2020-10-05	FRANCHISE DEPT.	602-484-5385

CITY OF SURPRISE SIGNATURE BLOCK

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

APPROVED _____
CITY OF SURPRISE ENGINEER

DATE _____

SLID # SU-MesquiteMntRnch155

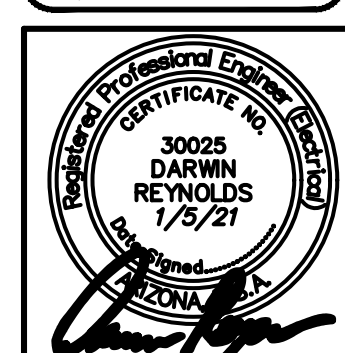
DARCOR
ELECTRICAL CONSULTING ENGINEERS
22801 N. 17TH AVE.
SUITE 240
PHOENIX, AZ 85027
PH: (602) 795-2699
WWW.DARCORINC.COM

MESQUITE MOUNTAIN RANCH
NORTH 219TH AVE
SURPRISE, ARIZONA

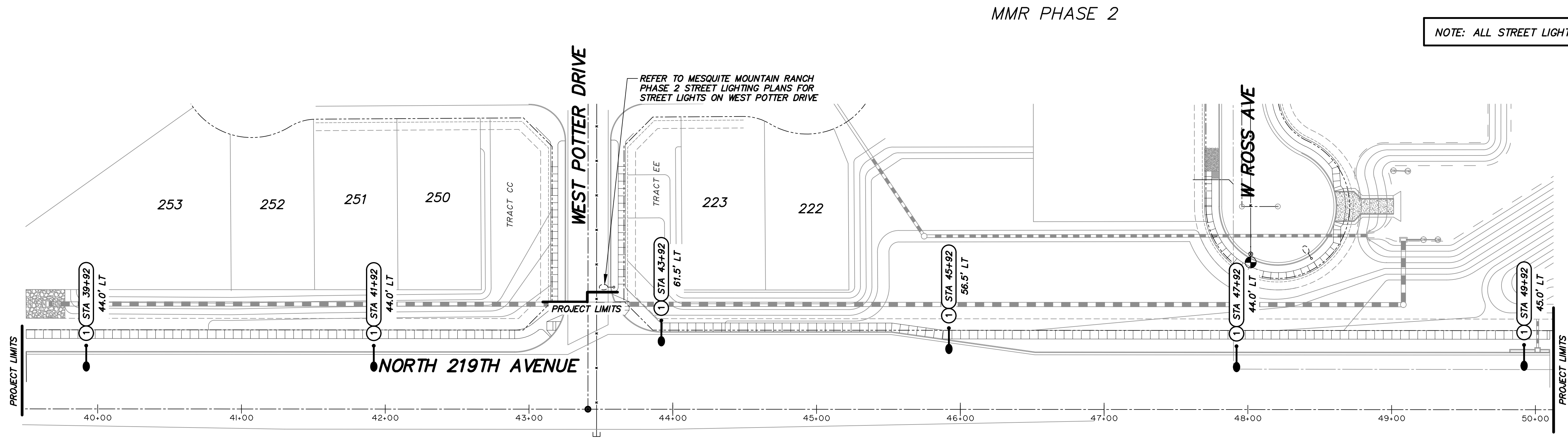
SHEET TITLE

STREET LIGHTING
COVER SHEET

DATE	DESIGNED: RWB	DWG No.	SHEET
JAN 2021	DRAWN: JG	SL1	1
SCALE	CHECKED: DAR	PROJ No.	OF
NONE		20020	4



Saved: Tuesday, January 5, 2021 9:58:46 AM File: Z:\2020\20020-MMR (Mesquite Mtn Ranch)\Drawings\Street Lighting\219th Ave\20020-219th-SL2 Drafter-Kopsahl



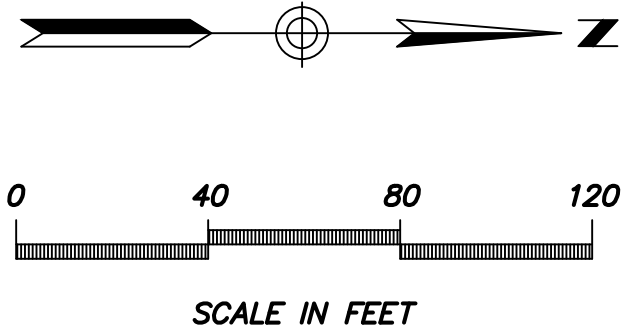
KEY NOTE

- ① INSTALL 108W, 4000K LED (11,500 LUMENS) GRAY COBRAHEAD LUMINAIRE MOUNTED ON A 38"-6" DIRECT BURIED ROUND STEEL POLE WITH A 8" X 8" MAST ARM (40' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8040 AND APPLICABLE APS DETAILS ON SHEET SL3.

LEGEND

- PROPOSED STREET LIGHT
- EXISTING OR PROPOSED STREET LIGHT (NOT IN CONTRACT)
- ⊕ FIRE HYDRANT

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



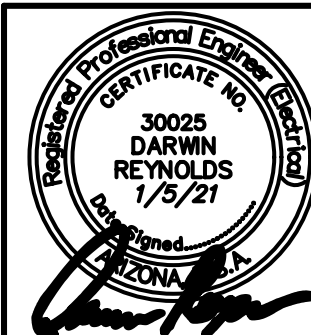
DARCOR
ELECTRICAL CONSULTING ENGINEERS

22801 N. 17TH AVE.
SUITE 240
PHOENIX, AZ 85027
PH: (602) 795-8699
WWW.DARCORINC.COM

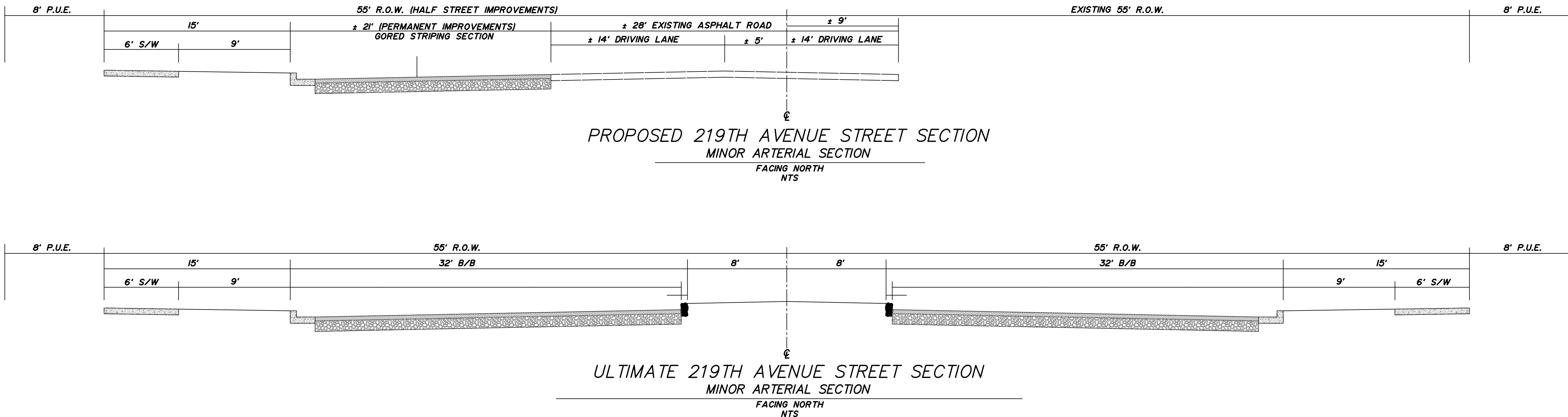
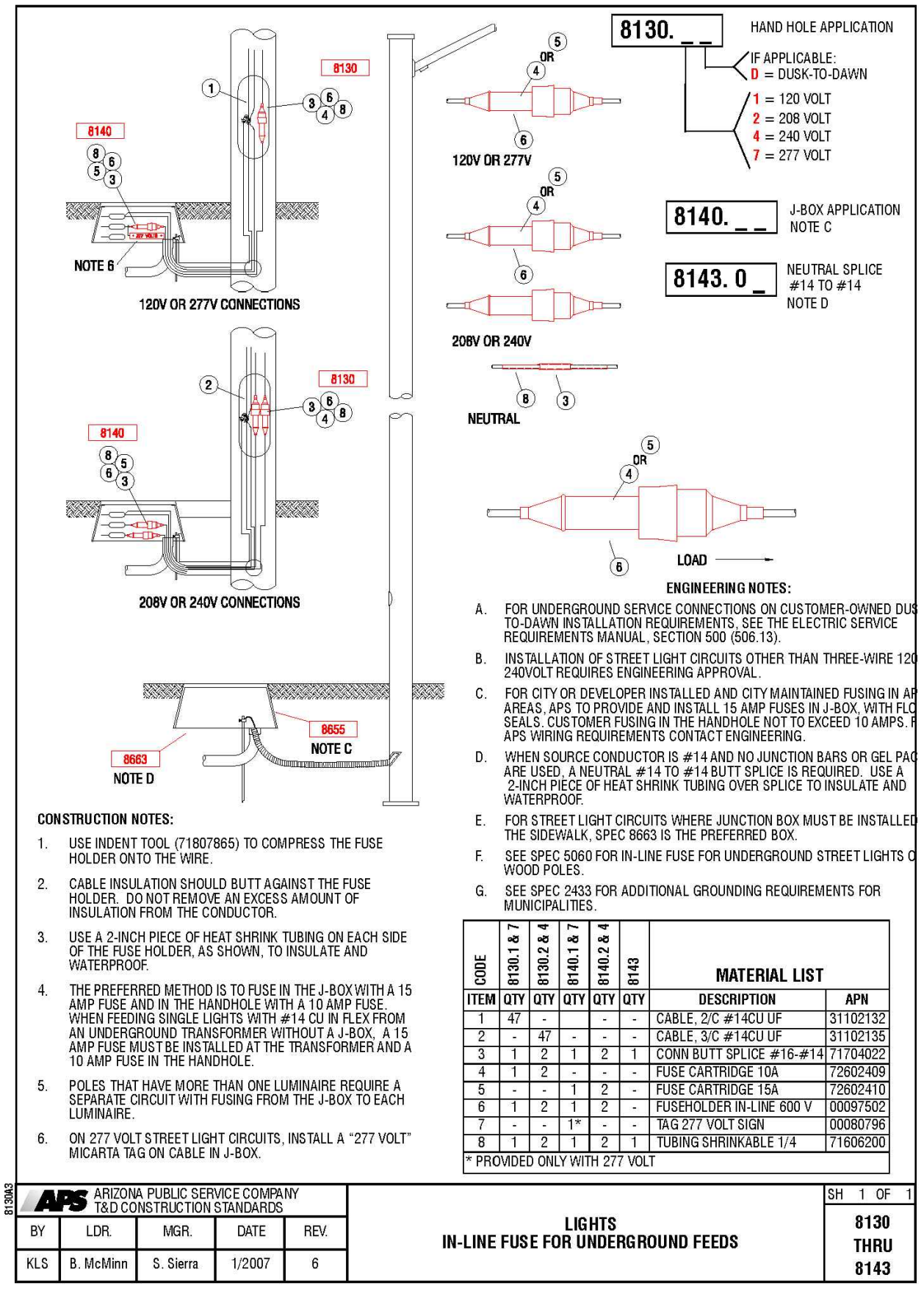
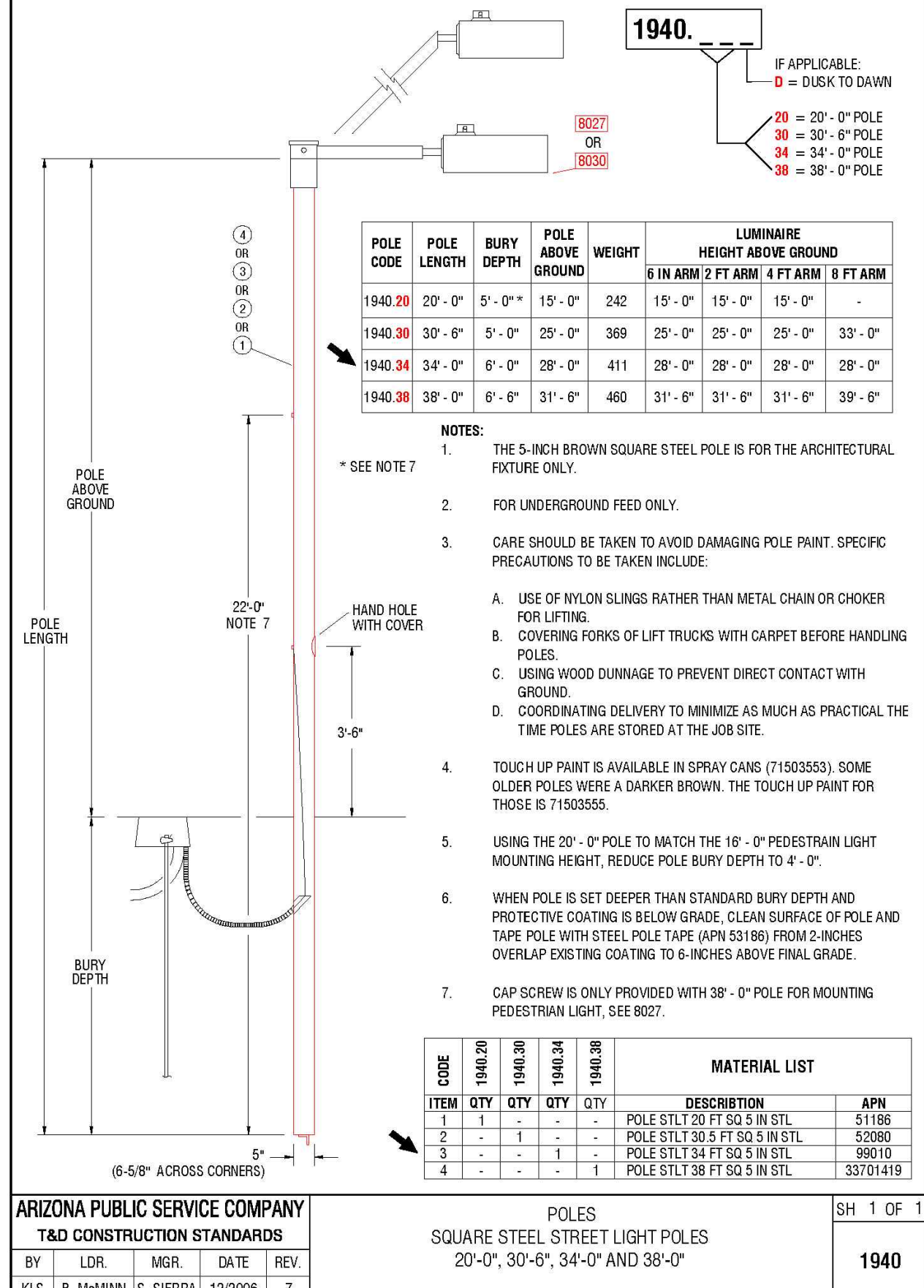
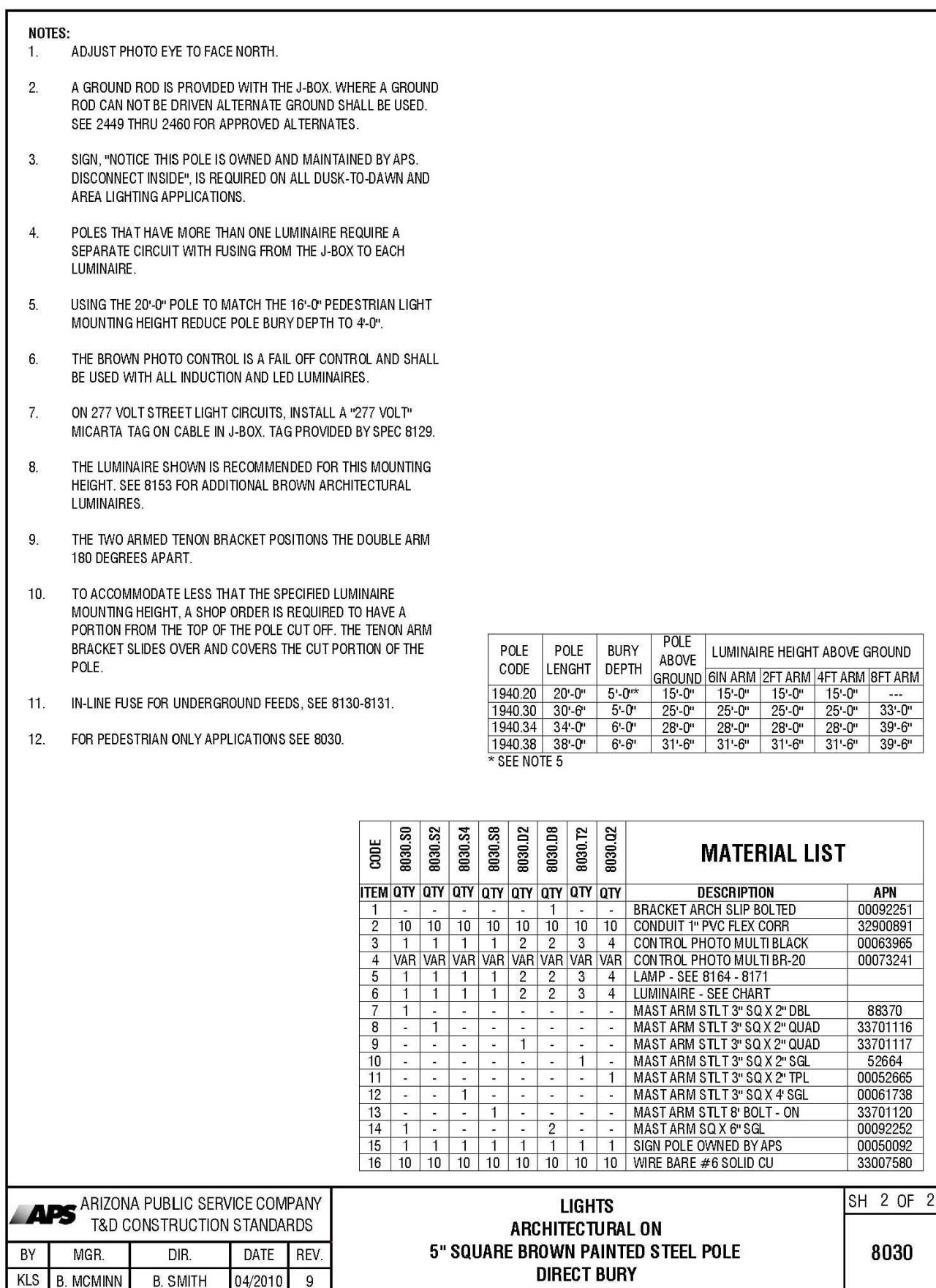
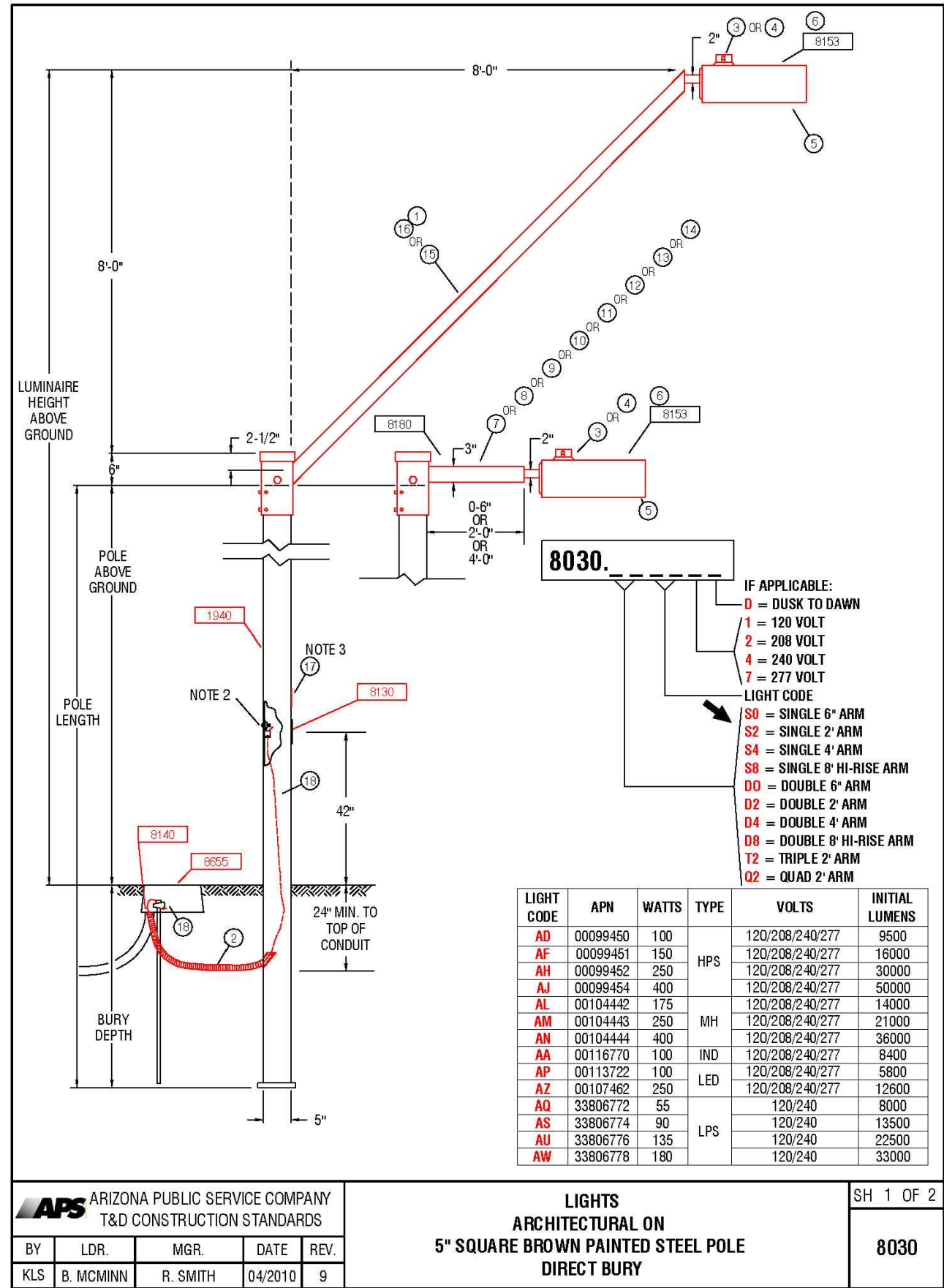
MESQUITE MOUNTAIN RANCH
NORTH 219TH AVE
SURPRISE, ARIZONA

SHEET TITLE
STREET LIGHTING LAYOUT

DATE JAN 2021	DESIGNED: RWB DRAWN: JG CHECKED: DAR	DWG No. SL2 PROJ No. 20020	SHEET 2 OF 4
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Saved: Tuesday, January 5, 2021 10:26:51 AM File: Z:\2020-MMR (Mesquite Mtn Ranch)\Drawings\Street Lighting\219th Ave\2020-219th SL3 Drafter:Kapschki



DARCOR
ELECTRICAL CONSULTING ENGINEERS
22801 N. 17TH AVE.
SUITE 240
PHOENIX, AZ 85027
PH: (602) 795-8899
WWW.DARCORINC.COM

MESQUITE MOUNTAIN RANCH
NORTH 219TH AVE
SURPRISE, ARIZONA

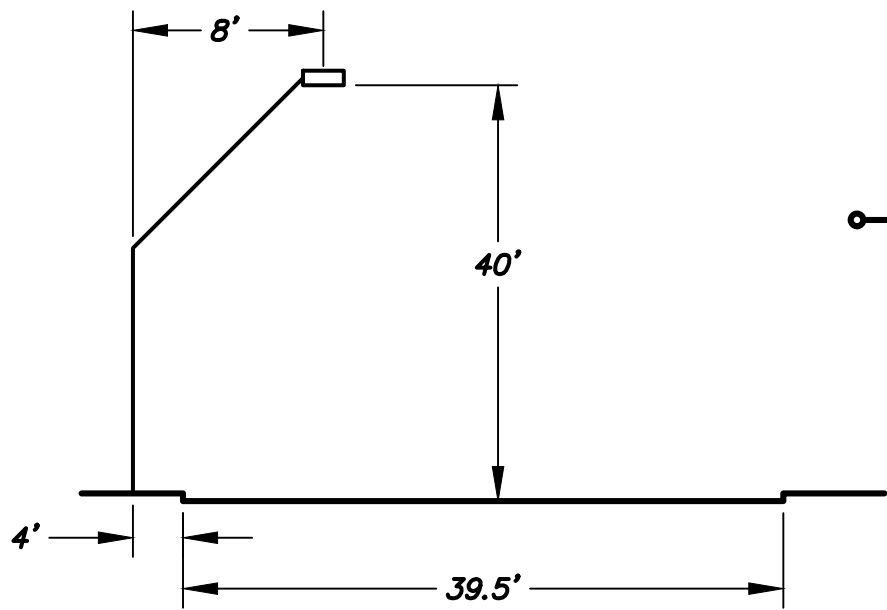
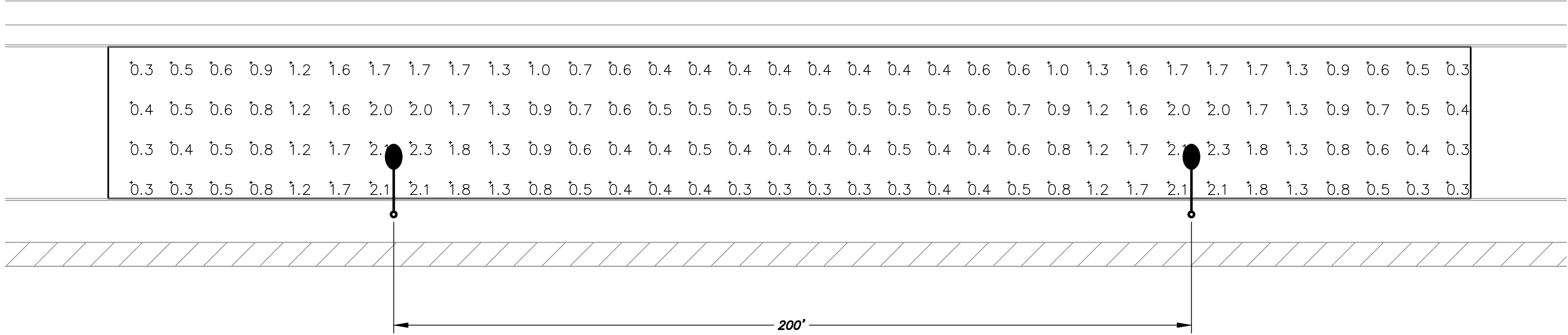
STREET LIGHTING DETAILS

DATE: JAN 2021
DESIGNED: RWB
DWG No: SL3
SCALE: NONE
CHECKED: DAR
PROJ No: 20020

SHEET 3 OF 4

Saved: Tuesday, January 5, 2021 9:37:02 AM File: Z:\2020\20020-MMR (Mesquite Mtn Ranch)\Drawings\Street Lighting\219th Ave\20020-219th-P1.Drfter:Kapsch

ROADWAY ARTERIAL	
136 points at z=0, sp 10ft by 10ft	
HORIZONTAL FOOTCANDLES	
Average	0.93
Maximum	2.3
Minimum	0.30
Avg: Min	3.10
Max: Min	7.67
Coef Var	0.64
UnifCrad	1.67



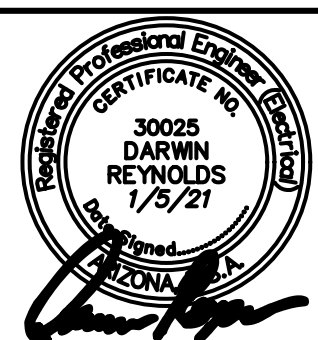
LUMINAIRE INPUT DATA
GE Lighting Solutions
lamp(s): LED
candela file ERLH_11E140
1 lamp(s) per luminaire, 11,500 initial lumens per lamp
Light Loss Factor = 1.0, watts per luminaire = 108
Outreach (from mounting axis to photometric center)= 111 in
mounting height= 40 ft

**WORST CASE SPACING FOR 39.5' WIDE ROADWAY
(MAJOR ARTERIAL) (108W) (40' MH)**

APS APPROVED LED STREET LIGHTS								
AS OF 3-15-18								
APN	LIGHT CODE	LAMP	WATTS	LUMENS	CCT	COLOR	G.E. MODEL NUMBER	IES CURVE NUMBER
141047	RL41	LED	32	3,800	3000K	DK BRONZE	ERL1004B130ADKBZGRX	ERL1_04B130-120-277V.IES
141048	RL41	LED	41	4,800	3000K	DK BRONZE	ERL1005E130ADKBZGRX	ERL1_05E130-120-277V.IES
141049	RL42	LED	88	8,200	3000K	DK BRONZE	ERL1008E130ADKBZGRX	ERL1_08E130.IES
141050	RL43	LED	108	11,100	3000K	DK BRONZE	ERLH011E130ADKBZGRX	ERLH_11E130.IES
141040	CL50	LED	32	3,800	3000K	GRAY	ERL1004B130AGRAYGRX	ERL1_04B130-120-277V.IES
141041	CL51	LED	41	4,800	3000K	GRAY	ERL1005E130AGRAYGRX	ERL1_05E130-120-277V.IES
141043	CL52	LED	88	8,200	3000K	GRAY	ERL1008E130AGRAYGRX	ERL1_08E130.IES
141045	CL53	LED	108	11,100	3000K	GRAY	ERLH011E130AGRAYGRX	ERLH_11E130.IES
128251	RL50	LED	32	3,900	4000K	DK BRONZE	ERL1004B140ADKBZGRX	ERL1_04B140-120-277V.IES
126804	RL51	LED	41	5,000	4000K	DK BRONZE	ERL1005E140ADKBZGRX	ERL1_05E140-120-277V.IES
126805	RL52	LED	88	8,500	4000K	DK BRONZE	ERL1008E140ADKBZGRX	ERL1_08E140.IES
	RL53	LED	108	11,500	4000K	DK BRONZE	ERLH011E140ADKBZGRX	ERLH_11E140.IES
128329	CL60	LED	32	3,900	4000K	GRAY	ERL1004B140AGRAYGRX	ERL1_04B140-120-277V.IES
128330	CL61	LED	41	5,000	4000K	GRAY	ERL1005E140AGRAYGRX	ERL1_05E140-120-277V.IES
128331	CL62	LED	88	8,500	4000K	GRAY	ERL1008E140AGRAYGRX	ERL1_08E140.IES
128332	CL63	LED	108	11,500	4000K	GRAY	ERLH011E140AGRAYGRX	ERLH_11E140.IES

CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATIONS AT THE TIME OF BIDDING AND CONSTRUCTION.

ALL PHOTOMETRIC CALCULATIONS ON THESE PLANS REPRESENT ILLUMINANCE VALUES



DARCOR ELECTRICAL CONSULTING ENGINEERS			
22801 N. 17TH AVE. SUITE 240 PHOENIX, AZ 85027 PH: (602) 798-8899 WWW.DARCORINC.COM			
MESQUITE MOUNTAIN RANCH NORTH 219TH AVE SURPRISE, ARIZONA			
SHEET TITLE ROADWAY PHOTOMETRIC CALCULATIONS			
DATE JAN 2021	DESIGNED: RWB DRAWN: JG	DWG No. P1	SHEET 4
SCALE NONE	CHECKED: DAR	PROJ No. 20020	OF 4

RESOLUTION # 2021-140

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-MESQUITE MNT RNCH 155* 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-Mesquite Mnt Rnch 155* 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-Mesquite Mnt Rnch 155* Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this _____ day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT "A"
MESQUITE MOUNTAIN RANCH, PHASE 1 & 2
STREET LIGHT IMPROVEMENT DISTRICT
LEGAL DESCRIPTION

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

COMMENCING at the Southwest corner of said Section 23, from which the West Quarter corner of said Section 23 bears North 00 deg. 11 min. 57 sec. East – 2,639.93 feet;

THENCE North 00 deg. 11 min. 57 sec. East along the West line of the Southwest Quarter of said Section 23, a distance of 15.00 feet to the **TRUE POINT OF BEGINNING**;

THENCE North 00 deg. 11 min. 57 sec. East along said West line, a distance of 1,455.17 feet;

THENCE South 89 deg. 48 min. 03 sec. East departing said West line, a distance of 67.50 feet;

THENCE North 78 deg. 33 min. 57 sec. East, a distance of 113.13 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 80.00 feet, a central angle of 92 deg. 7 min. 36 sec., and being subtended by a chord which bears North 82 deg. 54 min. 55 sec. East - 115.22 feet;

THENCE in an easterly direction along said curve to the right, a distance of 128.63 feet;

THENCE North 64 deg. 26 min. 25 sec. East non-tangent to said curve, a distance of 98.87 feet;

THENCE South 84 deg. 40 min. 41 sec. East, a distance of 69.34 feet;

THENCE North 67 deg. 22 min. 19 sec. East, a distance of 91.71 feet;

THENCE North 76 deg. 17 min. 29 sec. East, a distance of 462.82 feet;

THENCE North 71 deg. 40 min. 59 sec. East, a distance of 783.75 feet;

THENCE South 88 deg. 49 min. 42 sec. East, a distance of 64.06 feet;

THENCE North 62 deg. 38 min. 09 sec. East, a distance of 388.22 feet;

THENCE North 39 deg. 56 min. 46 sec. East, a distance of 52.36 feet;

THENCE North 54 deg. 51 min. 07 sec. East, a distance of 312.04 feet;

THENCE South 89 deg. 53 min. 39 sec. East, a distance of 218.62 feet to the North-South Mid-Section line of said Section 23;

THENCE South 00 deg. 06 min. 21 sec. West along said Mid-Section line, a distance of 344.31 feet;

THENCE North 89 deg. 47 min. 40 sec. East departing said Mid-Section line, a distance of 1,978.14 feet;

THENCE North 00 deg. 03 min. 01 sec. East, a distance of 660.65 feet to the East-West Mid-Section line of said Section 23;

THENCE North 89 deg. 49 min. 30 sec. East along said Mid-Section line, a distance of 659.17 feet to the East Quarter corner of said Section 23;

THENCE South 00 deg. 01 min. 54 sec. West along the East line of the Southeast Quarter of said Section 23, a distance of 1,320.60 feet;

THENCE South 89 deg. 45 min. 40 sec. West departing said East line, a distance of 1,319.19 feet;

THENCE South 00 deg. 04 min. 08 sec. West, a distance of 660.90 feet;

THENCE North 89 deg. 44 min. 05 sec. East, a distance of 659.81 feet;

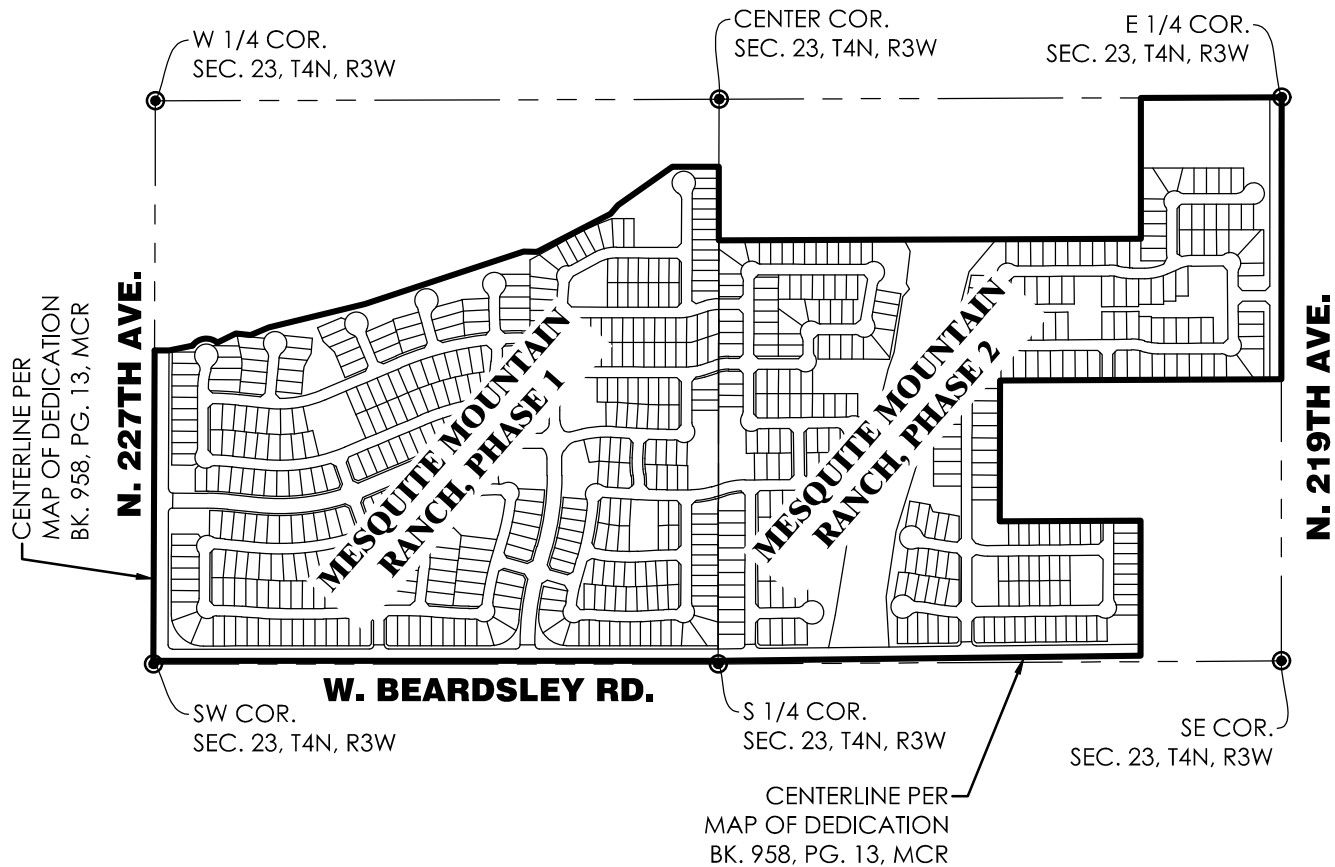
THENCE South 00 deg. 03 min. 01 sec. West, a distance of 633.27 feet to the centerline of West Beardsley Road as shown in the Map of Dedication recorded in Book 958 of Maps, Page 13, MCR;

THENCE South 89 deg. 20 min. 40 sec. West along said centerline, a distance of 1,980.19 feet;

THENCE South 89 deg. 58 min. 30 sec. West along said centerline, a distance of 2,646.28 feet to the **POINT OF BEGINNING**, containing 9,143,833 square feet or 209.914 acres of land, more or less.



EXHIBIT "B"



**GOODWIN AND
MARSHALL INC.**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 S. Alma School Road, Suite 2
Chandler, Arizona 85044
(602) 218-7285

Scale: NONE

Date: 5/13/2020

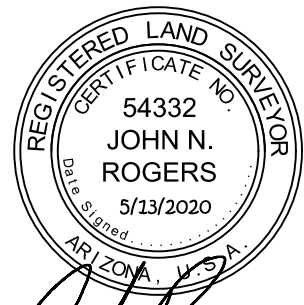
Job No.: 10846A

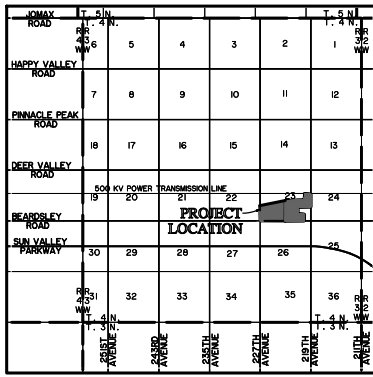
Drafted: J.N.R.

Checked: J.N.R.

Sheet

1
of
1

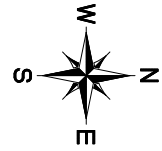




VICINITY MAP
N.T.S.

EXHIBIT "B"

NORTH 227TH AVENUE



LEGEND

○ PROPOSED STREET LIGHT

WEST BEARDSLEY ROAD



NORTH 219TH AVENUE

GOODWIN & MARSHALL INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
(602) 210-7205

STREET LIGHT PLAN

MESQUITE MOUNTAIN RANCH
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

Scale : NA
Date : DEC 2020
Job No. : I0846A
Drafted : IAS
Checked : WCR

FIGURE
1



CITY OF SURPRISE Regular City Council Meeting

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

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

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

Consideration and action declaring the City's intention of establishing a street light improvement district entitled, "City of Surprise, Arizona, SU-Tierra Rico 180 Lighting Improvement District" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution #2021-145.

Motion:

I move to approve Resolution # 2021-145.

Background:

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

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

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

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for Tierra Rico 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 2021-145 Tierra Rico SLID
 2. 02 SLID PETITION - Approved
 3. 03 FS18-485 SL Plan Parcel A Onsite - Approved
 4. 03 FS18-610 SL Plan Parcel A Offsite - Approved
 5. 03 FS18-683 SL Plan Parcel B - Approved
 6. 04 Tierra Rico Council Streetlight Exhibit
-

RESOLUTION # 2021-145

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-TIERRA RICO 180* 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-TIERRA RICO 180* 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-Tierra Rico 180* Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this __day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT "A"
TIERRA RICO
STREET LIGHT IMPROVEMENT DISTRICT (SLID)
LEGAL DESCRIPTION

A portion of land being situated within the Southeast Quarter of Section 26, Township 5 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found 2-1/2 inch G.L.O. Brass cap accepted as the East Quarter corner of said Section 26 from which a found 2 inch Aluminum Cap flush accepted as the Southeast corner of said Section 26 thereof bears South 00°17'09" West, 2646.08 feet;

Thence South 00°17'09" West, 30.00 feet along the east line of the Southeast Quarter of said Section 26 to a line being 30.00 feet south of and parallel with the north line of the Southeast Quarter of said Section 26;

Thence leaving said east line, North 89°49'59" West, 771.55 feet along said parallel line;

Thence leaving said parallel line, South 30°39'15" West, 23.21 feet;

Thence South 28°51'31" East, 200.70 feet;

Thence South 24°04'52" East, 120.07 feet;

Thence South 28°51'31" East, 314.39 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 435.00 feet;

Thence southeasterly along said curve, through a central angle of 11°56'12", an arc length of 90.62 feet to a tangent line;

Thence South 40°47'43" East, 636.55 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 315.00 feet;

Thence southeasterly along said curve, through a central angle of 03°36'33", an arc length of 19.84 feet to a non-tangent line being on the aforesaid east line of the Southeast Quarter of said Section 26;

Thence South 00°17'09" West, 142.99 feet along the east line to the south line of the North Half of the Southeast Quarter of said Section 26;

Thence leaving said east line, North 89°48'07" West, 2642.91 feet along said south line to the west line of the North Half of the Southeast Quarter of said Section 26;

Thence leaving said south line, North 00°17'39" East, 1321.60 feet along said west line to a found 1/2 inch rebar accepted as the Center of said Section 26;

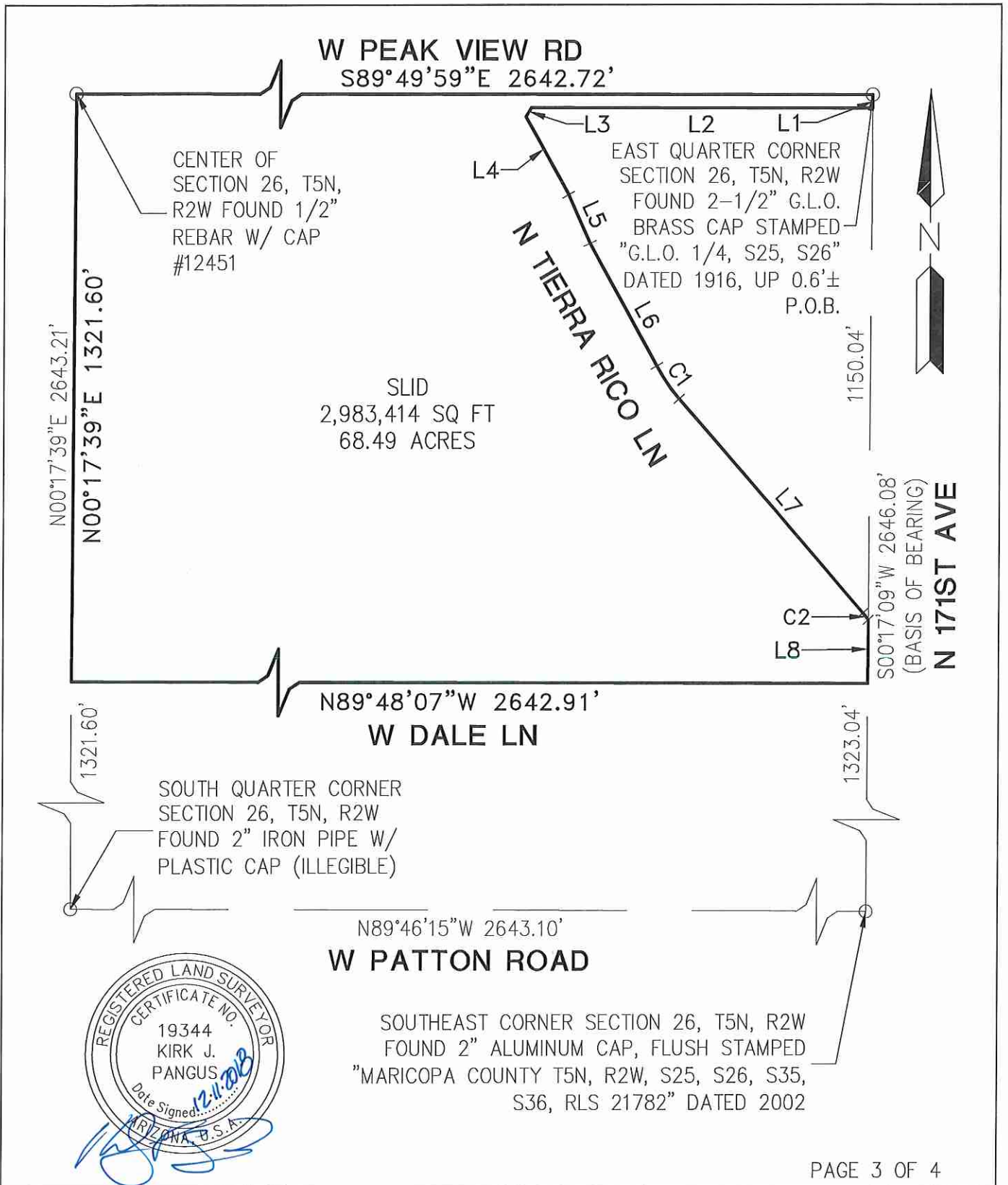
Thence leaving said west line, South 89°49'59" East, 2642.72 feet along the north line of the North Half of said Southeast Quarter to the aforesaid found G.L.O. Brass cap being the East Quarter corner of Section 26 to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 2,983,414 sq. ft. (68.4898 acres) more or less and being subject to any easements, restrictions, 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 land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1308
Date: December 2018





PAGE 3 OF 4

PROJ.NO.: 1308	TIERRA RICO STREET LIGHT IMPROVEMENT DISTRICT (SLID) SURPRISE, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: DEC 2018		
SCALE: N.T.S.	EXHIBIT "B"	
DRAWN BY: GS		
CHECKED BY: KJP		

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°17'09"W	30.00'
L2	N89°49'59"W	771.55'
L3	S30°39'15"W	23.21'
L4	S28°51'31"E	200.70'
L5	S24°04'52"E	120.07'
L6	S28°51'31"E	314.39'
L7	S40°47'43"E	636.55'
L8	S00°17'09"W	142.99'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	435.00'	11°56'12"	90.62'
C2	315.00'	3°36'33"	19.84'



PAGE 4 OF 4

PROJ.NO.: 1308	TIERRA RICO STREET LIGHT IMPROVEMENT DISTRICT (SLID) SURPRISE, ARIZONA EXHIBIT "B"	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: DEC 2018		
SCALE: N.T.S.		
DRAWN BY: GS		
CHECKED BY: KJP		

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-TierraRico180

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONERS NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #
Tim Keenan Tierra Rico, LLC	171st Avenue & Dale Lane	503-51-009G; 503-51-009H
PRINT NAME	SIGNATURE	DATE
Tim Keenan	<i>Timothy J. Keenan</i>	9.27.18



**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	
				9,522 LED	100	35	\$64.67	\$19.58	
				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

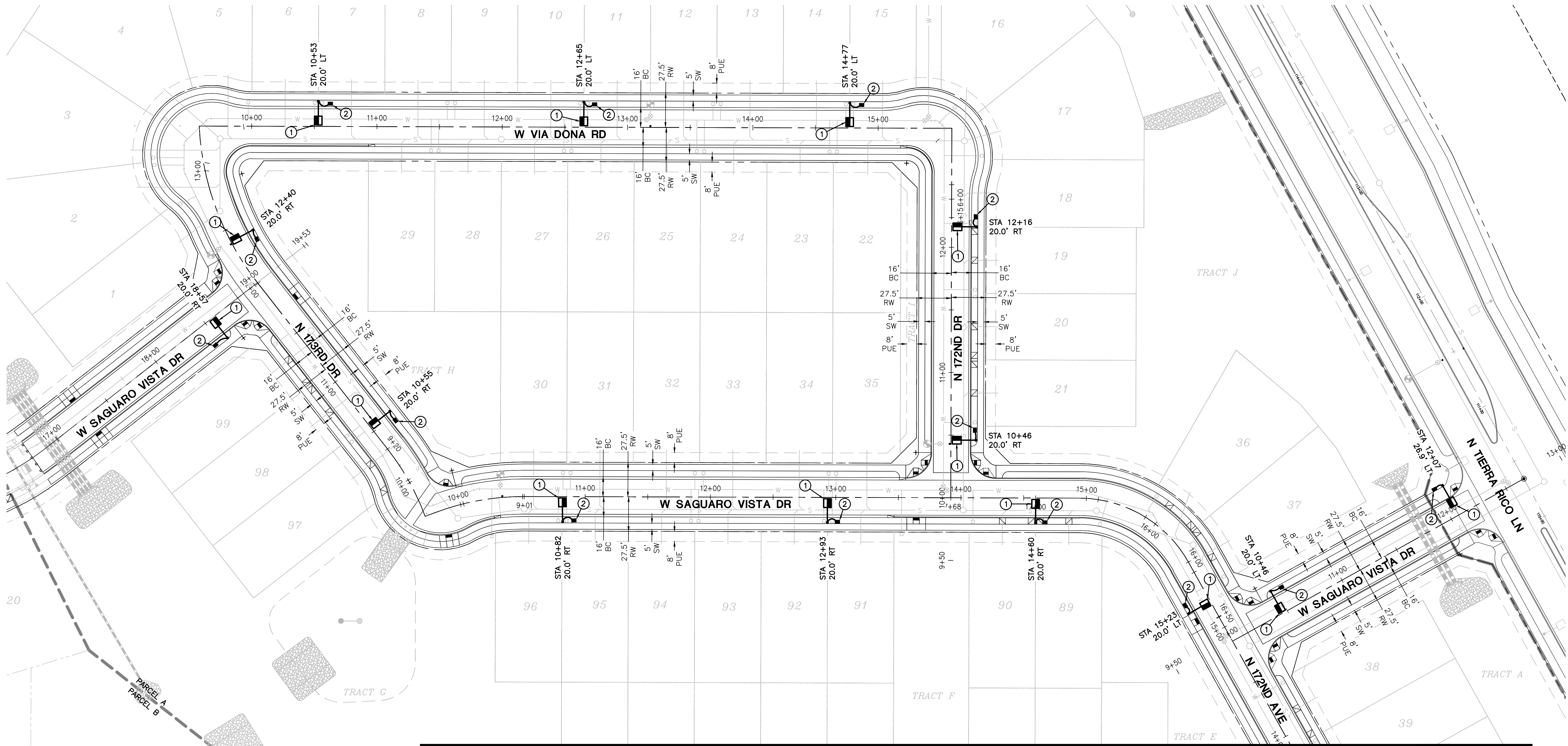
1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.



**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.

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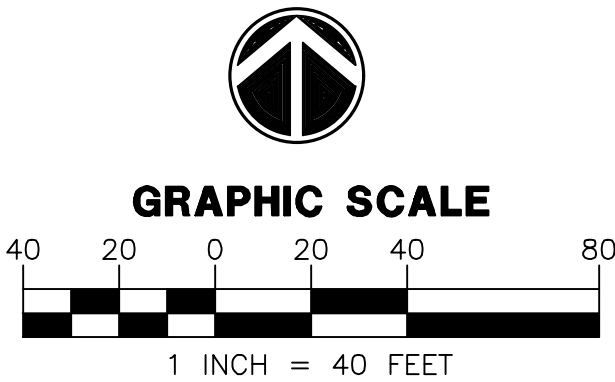
MATCHLINE A, SEE SHEET SL3

CONSTRUCTION NOTES

1. INSTALL 39W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE) WITH PHOTOELECTRIC CONTROL ON A 38'-0" DIRECT BURIED POLE (1940.38) WITH A 2' MAST ARM (S2) PER APS DETAIL 8030 (SEE SHEET SL4). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
2. INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THHN/THWN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.

LEGEND

- 39W LED SHOEBOX STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- STREET LIGHT PER ADJACENT PLAN SET
- STREET LIGHT PER ADJACENT PLAN SET
- STREET LIGHT PER ADJACENT PLAN SET

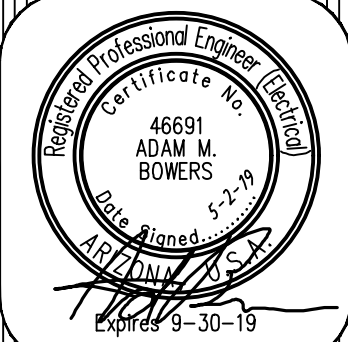


WRIGHT ENGINEERING
PROJECT NO:
18270
DESIGN BY: NBG
DRAWN BY: NBG
CHECKED BY: AMB

WRIGHT
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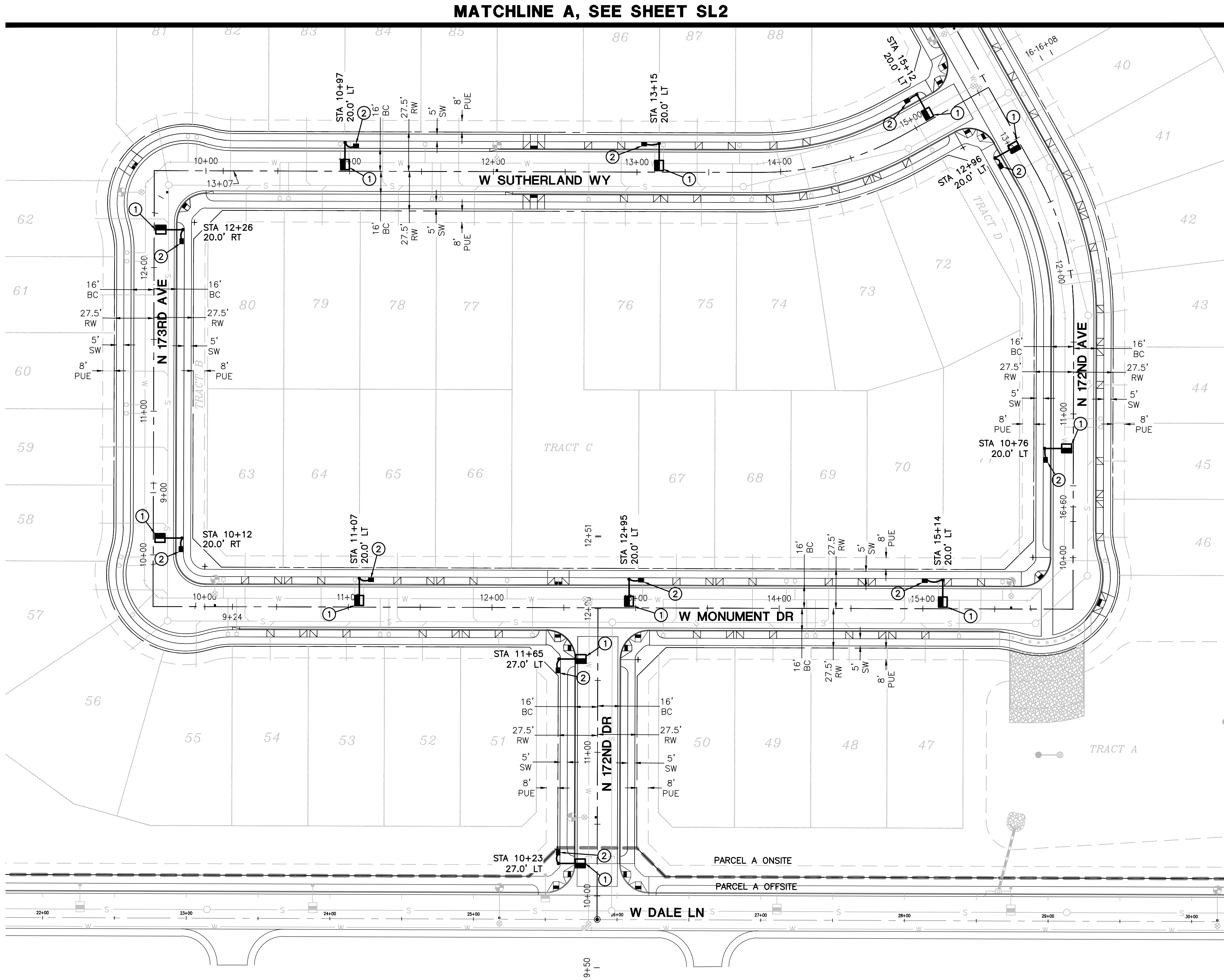
PROJECT: TITLE:
SURPRISE, ARIZONA
TIERRA RICO - PARCEL A
171ST AVE & DALE LN
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	AUG 2018	1ST SUBMITTAL
2	DEC 2018	2ND SUBMITTAL
3	APR 2019	3RD SUBMITTAL



DRAWING NO:
SL2
OF 4
SHEET:
OF --

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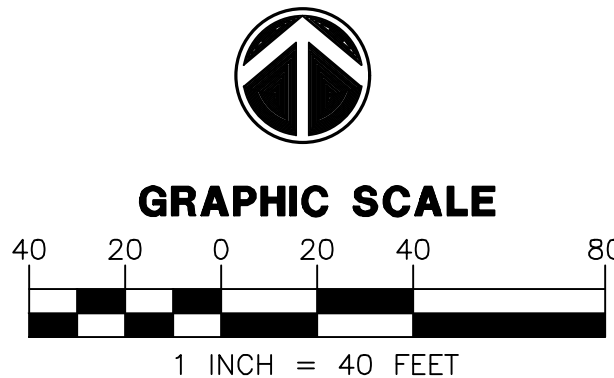


CONSTRUCTION NOTES

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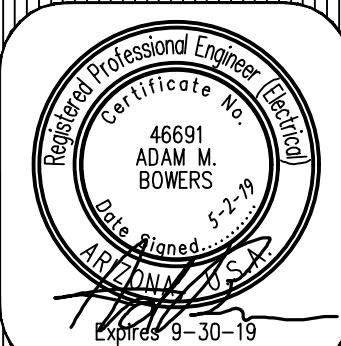


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PROJECT: TITLE:
SURPRISE, ARIZONA
TERRA RICO - PARCEL A
171ST AVE & DALE LN
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	AUG 2018	1ST SUBMITTAL
2	DEC 2018	2ND SUBMITTAL
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DRAWING NO:
SL3
OF 4
SHEET:
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STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:
THE FOLLOWING INFORMATION IS PROVIDED TO EMPHASIZE CRITICAL WORK AND IS INTENDED TO SUPPLEMENT THE SPECIFICATIONS. SHOULD THERE BE A CONFLICT WITH THE SPECIFICATIONS, THIS DOCUMENT SHALL TAKE PRECEDENCE.
ALTERNATES SHALL BE PRE-APPROVED BY THE CITY ENGINEERING MANAGER. APPROVAL OF ALTERNATE PRODUCTS SHALL BE ON AN EQUAL BASIS WITH THE PRODUCT SPECIFIED AND SHALL BE SUBMITTED A MINIMUM OF TEN (10) DAYS PRIOR TO BID OPENING. STRUCTURAL CALCULATIONS SHALL BE FURNISHED FOR ALTERNATE PRODUCTS AND CERTIFIED BY A STRUCTURAL ENGINEER, REGISTERED IN THE STATE OF ARIZONA. LUMINAIRES AND LAMPS SHALL MEET OR EXCEED THE PHOTOMETRIC, ELECTRICAL, AND MECHANICAL REQUIREMENTS FOR THE SPECIFIED PRODUCTS.

THE CONTRACTOR SHALL COMPLY WITH STATE AND CITY STATUTES, AND MANUFACTURER'S RECOMMENDATIONS.
THE SUBMITTAL PACKAGE SHALL CONSIST OF THREE (3) COPIES OF EQUIPMENT/MATERIAL TO BE INSTALLED AND SHALL BE BOUND/STAPLED IN A FOLDER AND SUBMITTED AT THE TIME OF PERMIT APPLICATION.

PRIOR TO SUBMITTING A PROPOSAL, THE BIDDER SHALL EXAMINE ALL GENERAL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH HE WILL OPERATE AND WHICH WILL IN ANY WAY AFFECT THE WORK UNDER THE CONTRACT. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN THIS CONNECTION IN THE BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS PART.

PRIOR TO ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHOULD VERIFY DIMENSIONS AT THE SITE. IMMEDIATELY REPORT DIFFERENCES TO THE ENGINEERING MGR. AND SHOULD NOT PROCEED WITH WORK UNTIL THE ENGINEERING MGR. RENDERS A DECISION. NO EXTRA CHARGES OR COMPENSATION WILL BE ALLOWED FOR DIFFERENCES IN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE DRAWINGS.

5.01 GENERAL:
THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH ALL LICENSING REQUIREMENTS SET FORTH BY THE STATE REGISTRAR OF CONTRACTORS OFFICE TO PERFORM WORK RELATING TO STREET LIGHT INSTALLATION IN THE CITY RIGHT-OF-WAY.

ONE PROJECT UNDERGROUND UTILITIES (RIGHT OF WAY) PERMIT AND ONE STREETLIGHT PERMIT FOR EACH STREET LIGHT POLE SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

5.02 WORKING / "AS BUILT" PLANS:
ACCEPTANCE OF THE COMPLETED IMPROVEMENTS WILL NOT BE GIVEN UNTIL 4 MIL PHOTO MYLAR REPRODUCIBLE "AS BUILT" PLANS HAVE BEEN SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.

5.03 LIGHT POLES:
LIGHT POLES SHALL BE INSTALLED PLUMB, BE ADJUSTED TO PROVIDE PROPER ALIGNMENT TO THE ROADWAY WHEN LIGHTED AND BE PROPERLY GROUNDED WHEN THE INSTALLATION IS COMPLETE.

5.04 EMBEDMENT:
DIRECT BURIED POLES SHALL BE SET IN A TWELVE (12) INCH AUGURED HOLE DEPTH AS SPECIFIED IN UNDISTURBED EARTH. POLE SHALL BE SET PLUMB IN TWO DIRECTIONS 90 DEGREES APART. HAND TAMPING OF ABC BACKFILL WITH PNEUMATIC OR VIBRATING EQUIPMENT IS THE ACCEPTABLE METHOD OF COMPACTION. BACKFILL SHALL BE COMPACTED TO 85% OF MAXIMUM DENSITY AS DEFINED BY ASTM D-2922 AND D-3017. A GROUND ROD SHALL BE INSTALLED ADJACENT TO PULL BOX IN UNDISTURBED SOIL AND A LEAD IN COPPER BOND WIRE (#6) SHALL BE INSTALLED IN 1" CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT (OR EQUAL) FOR POLE GROUNDING.

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:
LUMINAIRES SHALL BE INSTALLED LEVEL AND INCLUDE A LAMP AND PHOTOCCELL. CONTRACTOR SHALL ASSURE THAT THE LUMINAIRES SHALL BE FREE OF DUST, DIRT OR ANYTHING THAT WOULD IMPAIR THE OUTPUT OF THE LIGHT BEFORE HE LEAVES THE SITE.

LUMINAIRES FURNISHED WITH MULTI-TAP BALLASTS SHALL BE REWIRED OR RECONNECTED TO MATCH THE VOLTAGE SUPPLIED BY THE ELECTRIC UTILITY COMPANY.

5.06 WIRING:
WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:
EACH POLE SHALL HAVE A 8' x 5/8" COPPER CLAD GROUND ROD DRIVEN ADJACENT TO PULL BOX. A #6 BARE COPPER LEAD FROM THE GROUND ROD IN PULL BOX TO LANDING LUG IN STREET LIGHT POLE HAND HOLE.

5.08 PULL BOXES:
EXCAVATION FOR PULL BOXES AND MATERIAL SPECIFICATION SHALL BE PER THE ELECTRIC UTILITY COMPANY STANDARDS.

5.09 TRENCH
TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

THE USE OF A COMMON ELECTRIC UTILITY COMPANY TRENCH IS PERMITTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANY FOR COORDINATION OF TRENCHING AND THE INSTALLATION OF CONDUIT.

CONDUIT SHALL BE INSTALLED AT THE DEPTH SPECIFIED ON THE PLANS. CONDUIT SHALL BE 1 INCH CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT OR EQUAL. CONDUIT MUST BE UL RATED AND SUITABLE FOR UNDERGROUND USE.

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:
THE CONTRACTOR SHALL FURNISH AND INSTALL A NUMBER ON EACH LIGHT POLE. STREET LIGHT POLE IDENTIFICATION AND SPECIFICATIONS WILL BE PROVIDED BY THE CITY OF SURPRISE.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING STREET LIGHT CONSTRUCTION TO THEIR ORIGINAL CONDITION IN CONFORMANCE WITH "MAG" SPECIFICATION SECTION 107.9.

THE DEVELOPER SHALL BE RESPONSIBLE FOR FURNISHING ALL PERSONNEL AND EQUIPMENT TO SUCCESSFULLY PERFORM THE FOLLOWING TEST.

PRIOR TO ACCEPTANCE, THE DEVELOPER SHALL ENERGIZE AND OPERATE THE ENTIRE ROADWAY LIGHTING SYSTEM, FROM SUNSET TO SUNRISE FOR TWO CONSECUTIVE DAYS WITHOUT INTERRUPTION OR FAILURE. IF A LAMP OR BALLAST SHOULD FAIL, IT SHALL BE IMMEDIATELY REPLACED.

THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE ENGINEERING MANAGER, AGAINST IMPERFECT WORKMANSHIP, FAILURE, MALFUNCTION OF MATERIALS AND/OR EQUIPMENT DUE TO FAULTY OR IMPERFECT WORKMANSHIP. THIS GUARANTEE IS TO BE IN WRITING TO THE CITY AT THE TIME OF ISSUING FINAL ACCEPTANCE. WORK FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE CITY.

TIERRA RICO
PARCEL A - OFFSITE
STREET LIGHT DESIGN

GENERAL ENGINEERING NOTES:

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

UTILITIES WITHIN OR AFFECTED BY THE PROJECT		
UTILITY CONTACT	DATE SUBMITTED	
ARIZONA PUBLIC SERVICE	10/23/2018	
CENTURY LINK	10/23/2018	
COX COMMUNICATIONS	10/23/2018	
SOUTHWEST GAS	10/23/2018	

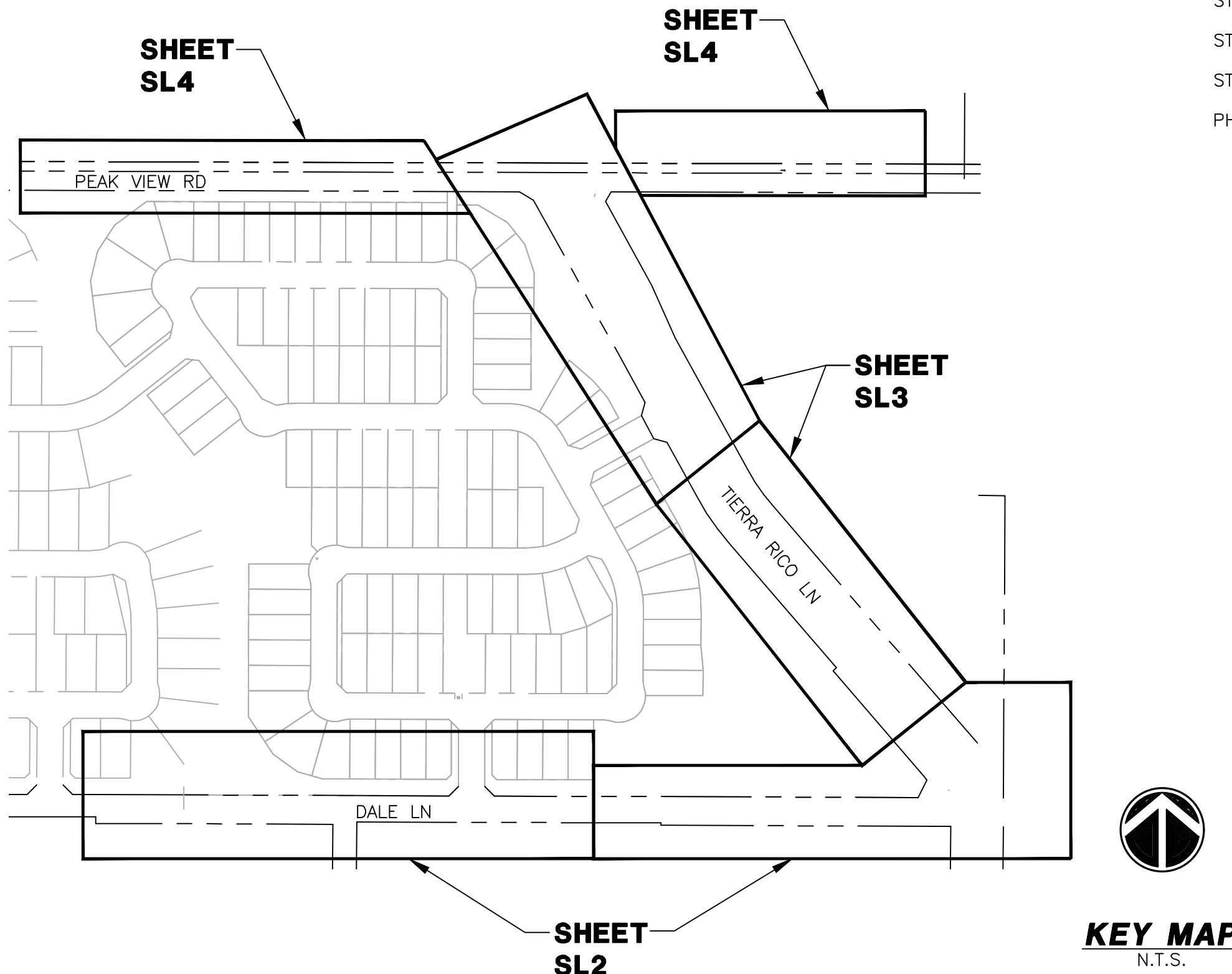
NOTE

THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

ASSURE, FOR ALL STREET LIGHTS, THERE IS A 1' CLEARANCE FORM THE EDGE OF SIDEWALK TO FACE OF THE POLE

LED NOTE

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



CITY OF SURPRISE APPROVAL

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

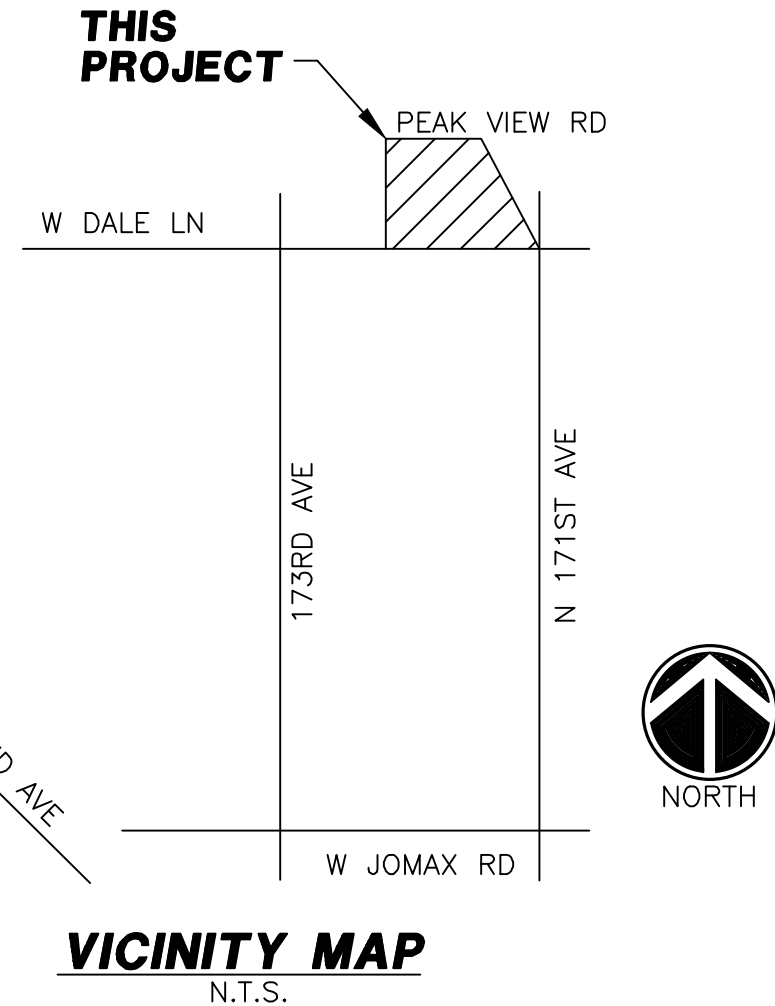
CITY OF SURPRISE ENGINEER DATE

CIVIL ENGINEER
HILGART WILSON
2141 E HIGHLAND AVE., SUITE 250
PHOENIX, AZ 85016
PHONE: (602) 490-0535
CONTACT: TY WILSON, P.E.

OWNER
MONTAGE HOLDINGS, LLC
3219 E CAMELBACK ROAD #535
PHOENIX, AZ 85018
PHONE: (480) 346-9600
CONTACT: TIM KEENAN

STREET LIGHTING (APS AREA)															
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE						APS STANDARD CODE NO.	
					POLE HEIGHT	FOUNDATION		SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE		TYPE
①		ARTERIAL	PER PLANS	18	38'-0"	DIRECT BURY	4'-0"	31'-6"	9,600	97W	TYPE C3	*	LED	ARCHITECTURAL (SHOEBOX)	8030.S4
①		COLLECTOR	PER PLANS	17	38'-0"	DIRECT BURY	2'-0"	31'-6"	7,800	71W	TYPE C3	*	LED	ARCHITECTURAL (SHOEBOX)	8030.S2

*PER UTILITY COMPANY REQUIREMENTS



SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT PLAN	SL3
STREET LIGHT DETAILS	SL4
PHOTOMETRICS	PH1

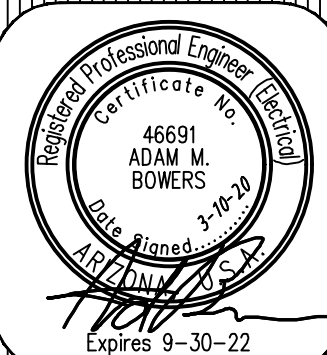
WRIGHT ENGINEERING
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PROJECT: TITLE:

SURPRISE, ARIZONA
**TIERRA RICO - PARCEL A
OFFSITE**
STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	OCT 2018	1ST SUBMITTAL
2	JAN 2019	2ND SUBMITTAL
3	APR 2019	3RD SUBMITTAL
4	APR 2019	4TH SUBMITTAL
5	MAR 2020	5TH SUBMITTAL

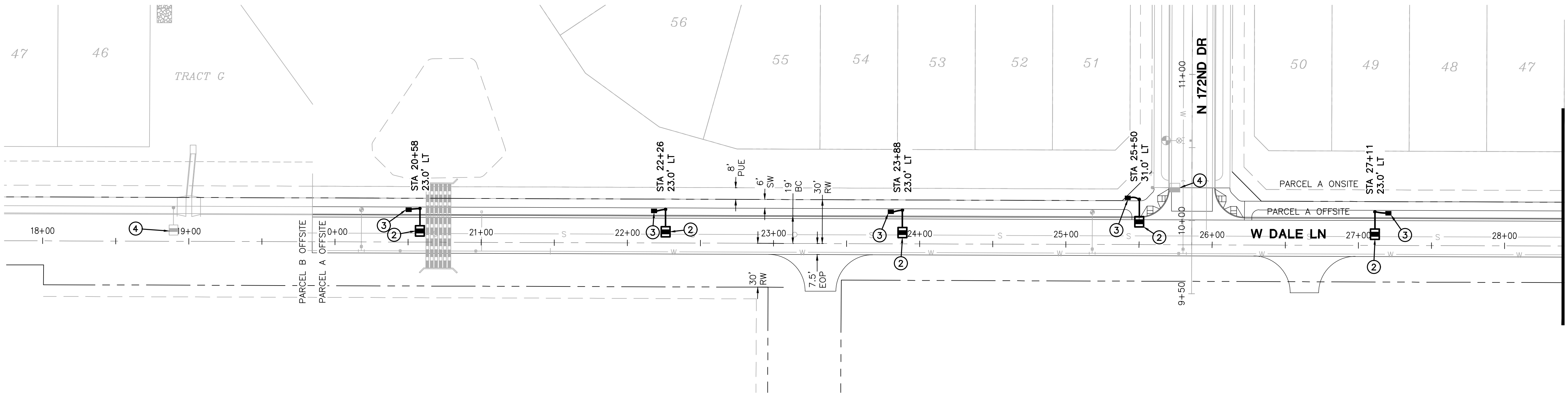
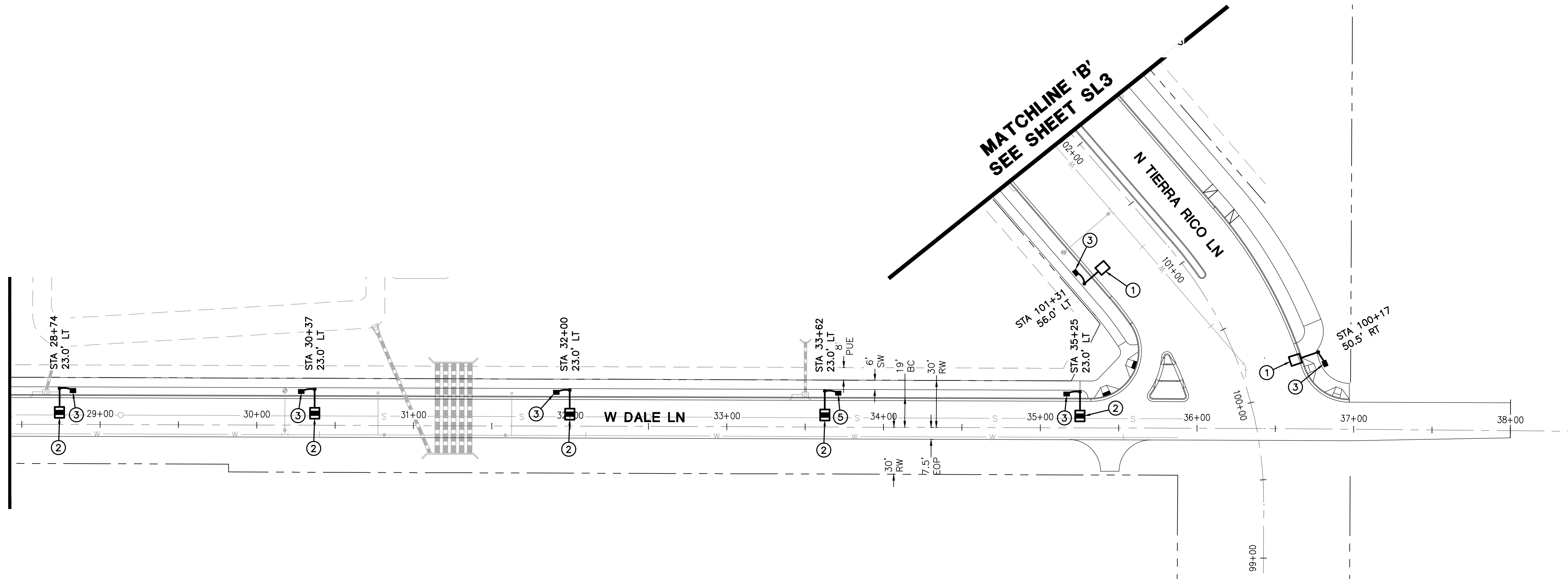


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SL1
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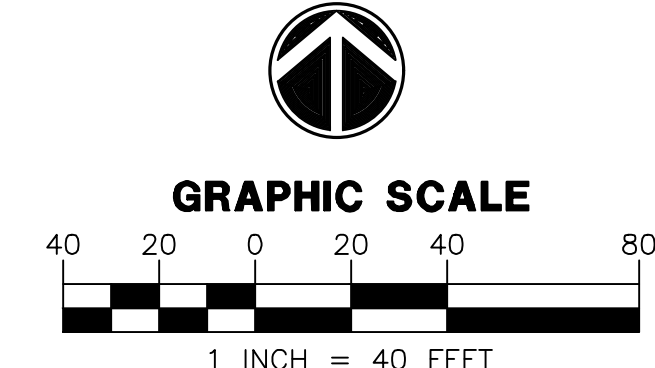


CONSTRUCTION NOTES

1. INSTALL 97W LED (9,600 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE) WITH PHOTOELECTRIC CONTROL ON A 38'-0" DIRECT BURIED POLE (1940.38) WITH A 4' MAST ARM (S4) PER APS DETAIL 8030 (SEE SHEET SL4). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
2. INSTALL 71W LED (7,800 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE) WITH PHOTOELECTRIC CONTROL ON A 38'-0" DIRECT BURIED POLE (1940.38) WITH A 2' MAST ARM (S2) PER APS DETAIL 8030 (SEE SHEET SL4). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
3. INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THHN/THWN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.
4. STREET LIGHT PER ADJACENT PHASE PLAN SET
5. INSTALL APS PULL BOX NEXT TO POLE AT LEAST 1' FROM CATCH BASIN. INSTALL 1" CONDUIT WITH (2) #14 TYPE THHN/THWN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.

LEGEND

- 97W LED SHOEBOX STREET LIGHT
- 71W LED SHOEBOX STREET LIGHT
- 39W LED SHOEBOX STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- FUTURE STREET LIGHT

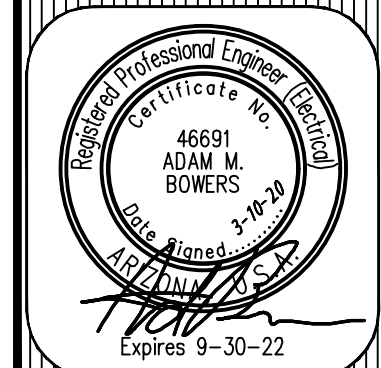


WRIGHT ENGINEERING
PROJECT NO:
18270
DESIGN BY: JDK
DRAWN BY: JDK
CHECKED BY: AMB

WRIGHT
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ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
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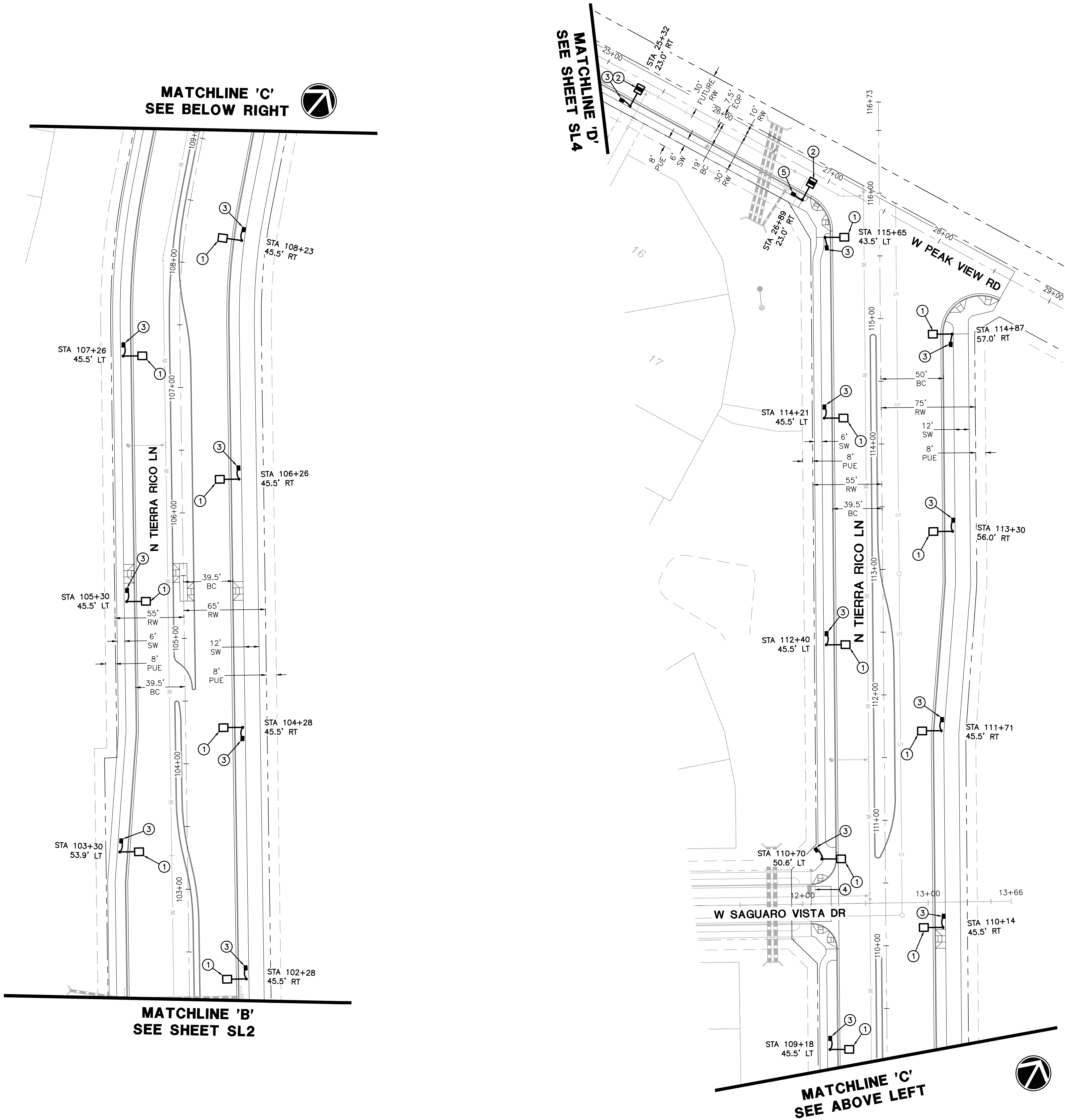
PROJECT: TITLE:
SURPRISE, ARIZONA
TIERRA RICO - PARCEL A
OFFSITE
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
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4	MAR 2020	4TH SUBMITTAL
5	MAR 2020	5TH SUBMITTAL



DRAWING NO:
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OF 5

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STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:
THE FOLLOWING INFORMATION IS PROVIDED TO EMPHASIZE CRITICAL WORK AND IS INTENDED TO SUPPLEMENT THE SPECIFICATIONS. SHOULD THERE BE A CONFLICT WITH THE SPECIFICATIONS, THIS DOCUMENT SHALL TAKE PRECEDENCE.

ALTERNATES SHALL BE PRE-APPROVED BY THE CITY ENGINEERING MANAGER. APPROVAL OF ALTERNATE PRODUCTS SHALL BE ON AN EQUAL BASIS WITH THE PRODUCT SPECIFIED AND SHALL BE SUBMITTED A MINIMUM OF TEN (10) DAYS PRIOR TO BID OPENING. STRUCTURAL CALCULATIONS SHALL BE FURNISHED FOR ALTERNATE PRODUCTS AND CERTIFIED BY A STRUCTURAL ENGINEER, REGISTERED IN THE STATE OF ARIZONA. LUMINAIRES AND LAMPS SHALL MEET OR EXCEED THE PHOTOMETRIC, ELECTRICAL, AND MECHANICAL REQUIREMENTS FOR THE SPECIFIED PRODUCTS.

THE CONTRACTOR SHALL COMPLY WITH STATE AND CITY STATUTES, AND MANUFACTURER'S RECOMMENDATIONS.

THE SUBMITTAL PACKAGE SHALL CONSIST OF THREE (3) COPIES OF EQUIPMENT/MATERIAL TO BE INSTALLED AND SHALL BE BOUND/STAPLED IN A FOLDER AND SUBMITTED AT THE TIME OF PERMIT APPLICATION.

PRIOR TO SUBMITTING A PROPOSAL, THE BIDDER SHALL EXAMINE ALL GENERAL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH HE WILL OPERATE AND WHICH WILL IN ANY WAY AFFECT THE WORK UNDER THE CONTRACT. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN THIS CONNECTION IN THE BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS PART.

PRIOR TO ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHOULD VERIFY DIMENSIONS AT THE SITE. IMMEDIATELY REPORT DIFFERENCES TO THE ENGINEERING MGR. AND SHOULD NOT PROCEED WITH WORK UNTIL THE ENGINEERING MGR. RENDERS A DECISION. NO EXTRA CHARGES OR COMPENSATION WILL BE ALLOWED FOR DIFFERENCES IN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE DRAWINGS.

5.01 GENERAL:
THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH ALL LICENSING REQUIREMENTS SET FORTH BY THE STATE REGISTRAR OF CONTRACTORS OFFICE TO PERFORM WORK RELATING TO STREET LIGHT INSTALLATION IN THE CITY RIGHT-OF-WAY.

ONE PROJECT UNDERGROUND UTILITIES (RIGHT OF WAY) PERMIT AND ONE STREETLIGHT PERMIT FOR EACH STREET LIGHT POLE SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

5.02 WORKING / "AS BUILT" PLANS:
ACCEPTANCE OF THE COMPLETED IMPROVEMENTS WILL NOT BE GIVEN UNTIL 4 MIL PHOTO MYLAR REPRODUCIBLE "AS BUILT" PLANS HAVE BEEN SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.

5.03 LIGHT POLES:
LIGHT POLES SHALL BE INSTALLED PLUMB, BE ADJUSTED TO PROVIDE PROPER ALIGNMENT TO THE ROADWAY BEING LIGHTED AND BE PROPERLY GROUNDED WHEN THE INSTALLATION IS COMPLETE.

5.04 EMBEDMENT:
DIRECT BURIED POLES SHALL BE SET IN A TWELVE (12) INCH AUGURED HOLE DEPTH AS SPECIFIED IN UNDISTURBED EARTH. POLE SHALL BE SET PLUMB IN TWO DIRECTIONS 90 DEGREES APART. HAND TAMPING OF ABC BACKFILL WITH PNEUMATIC OR VIBRATING EQUIPMENT IS THE ACCEPTABLE METHOD OF COMPACTION. BACKFILL SHALL BE COMPACTED TO 85% OF MAXIMUM DENSITY AS DEFINED BY ASTM D-2922 AND D-3017. A GROUND ROD SHALL BE INSTALLED ADJACENT TO PULL BOX IN UNDISTURBED SOIL AND A LEAD IN COPPER BOND WIRE (#6) SHALL BE INSTALLED IN 1" CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT (OR EQUAL) FOR POLE GROUNDING.

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:
LUMINAIRES SHALL BE INSTALLED LEVEL AND INCLUDE A LAMP AND PHOTOCCELL. CONTRACTOR SHALL ASSURE THAT THE LUMINAIRES SHALL BE FREE OF DUST, DIRT OR ANYTHING THAT WOULD IMPAIR THE OUTPUT OF THE LIGHT BEFORE HE LEAVES THE SITE.

LUMINAIRES FURNISHED WITH MULTI-TAP BALLASTS SHALL BE REWIRED OR RECONNECTED TO MATCH THE VOLTAGE SUPPLIED BY THE ELECTRIC UTILITY COMPANY.

5.06 WIRING:
WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:
EACH POLE SHALL HAVE A 8' x 5/8" COPPER CLAD GROUND ROD DRIVEN ADJACENT TO PULL BOX. A #6 BARE COPPER LEAD FROM THE GROUND ROD IN PULL BOX TO LANDING LUG IN STREET LIGHT POLE HAND HOLE.

5.08 PULL BOXES:
EXCAVATION FOR PULL BOXES AND MATERIAL SPECIFICATION SHALL BE PER THE ELECTRIC UTILITY COMPANY STANDARDS.

5.09 TRENCH
TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

THE USE OF A COMMON ELECTRIC UTILITY COMPANY TRENCH IS PERMITTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANY FOR COORDINATION OF TRENCHING AND THE INSTALLATION OF CONDUIT.

CONDUIT SHALL BE INSTALLED AT THE DEPTH SPECIFIED ON THE PLANS. CONDUIT SHALL BE 1 INCH CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT OR EQUAL. CONDUIT MUST BE UL RATED AND SUITABLE FOR UNDERGROUND USE.

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:
THE CONTRACTOR SHALL FURNISH AND INSTALL A NUMBER ON EACH LIGHT POLE. STREET LIGHT POLE IDENTIFICATION AND SPECIFICATIONS WILL BE PROVIDED BY THE CITY OF SURPRISE.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING STREET LIGHT CONSTRUCTION TO THEIR ORIGINAL CONDITION IN CONFORMANCE WITH "MAG" SPECIFICATION SECTION 107.9.

THE DEVELOPER SHALL BE RESPONSIBLE FOR FURNISHING ALL PERSONNEL AND EQUIPMENT TO SUCCESSFULLY PERFORM THE FOLLOWING TEST.

PRIOR TO ACCEPTANCE, THE DEVELOPER SHALL ENERGIZE AND OPERATE THE ENTIRE ROADWAY LIGHTING SYSTEM, FROM SUNSET TO SUNRISE FOR TWO CONSECUTIVE DAYS WITHOUT INTERRUPTION OR FAILURE. IF A LAMP OR BALLAST SHOULD FAIL, IT SHALL BE IMMEDIATELY REPLACED.

THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE ENGINEERING MANAGER, AGAINST IMPERFECT WORKMANSHIP, FAILURE, MALFUNCTION OF MATERIALS AND/OR EQUIPMENT DUE TO FAULTY OR IMPERFECT WORKMANSHIP. THIS GUARANTEE IS TO BE IN WRITING TO THE CITY AT THE TIME OF ISSUING FINAL ACCEPTANCE. WORK FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE CITY.

TIERRA RICO
PARCEL B - ONSITE
STREET LIGHT DESIGN

GENERAL ENGINEERING NOTES:

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

UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	11/26/18
CENTURY LINK	11/26/18
COX COMMUNICATIONS	11/26/18
COS WATER	11/26/18
SOUTHWEST GAS	11/26/18

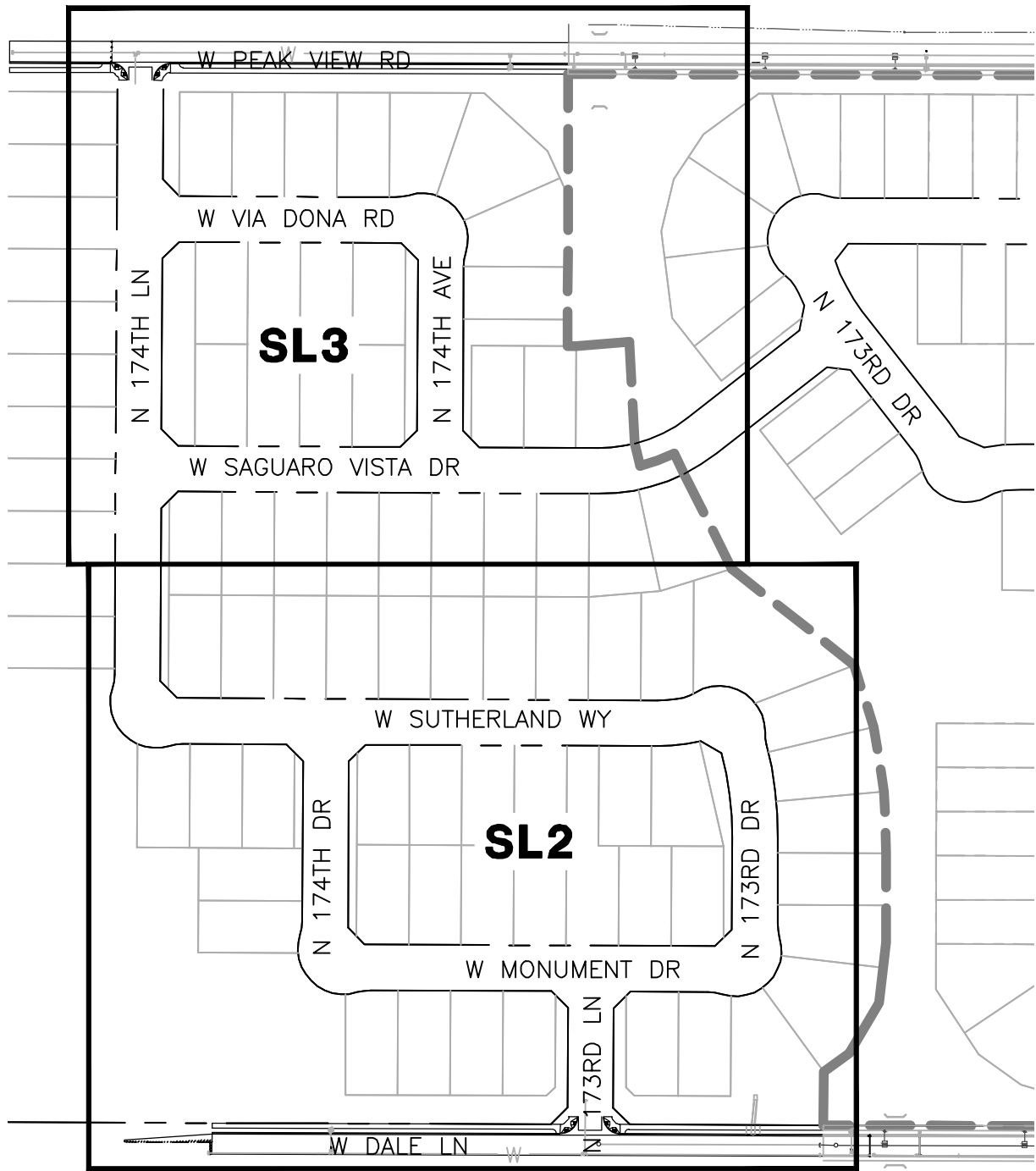
NOTE

THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

ASSURE FOR ALL STREET LIGHTS, THERE IS A 1' CLEARANCE FROM THE EDGE OF THE SIDEWALK TO FACE OF THE STREET LIGHT POLE.

LED NOTE

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



CITY OF SURPRISE APPROVAL

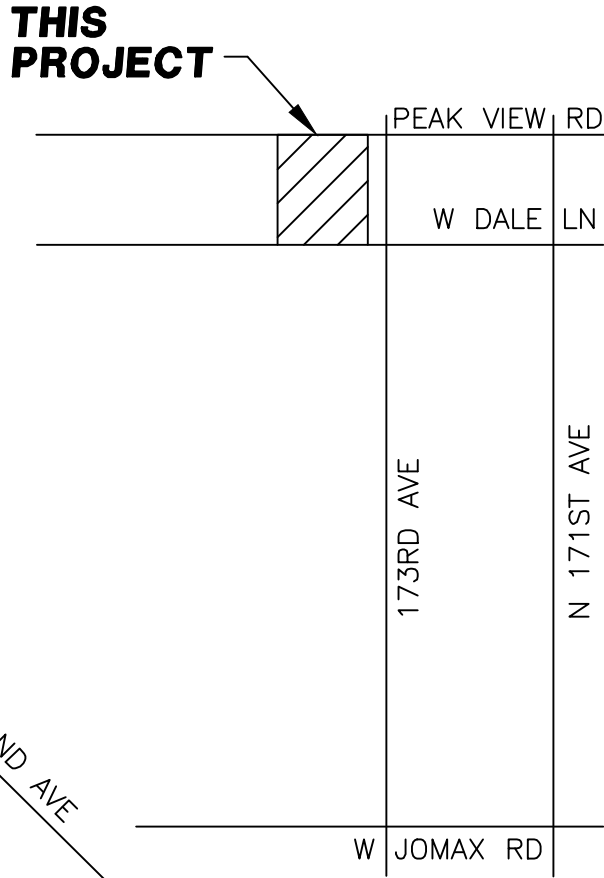
THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND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

CITY OF SURPRISE ENGINEER

DATE

CIVIL ENGINEER
EPS GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
PHONE: (480) 503-2250
CONTACT: JOHN MCGHEE, P.E.

OWNER
MERITAGE HOMES
8800 E RAINTREE DR, SUITE 300
SCOTTSDALE, AZ 85260
PHONE: (480) 515-8251
CONTACT: JASON JARVIS



VICINITY MAP
N.T.S.

SHEET INDEX

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STREET LIGHT PLAN	SL2
STREET LIGHT PLAN	SL3
STREET LIGHT DETAILS/PHOTOMETRICS	SL4



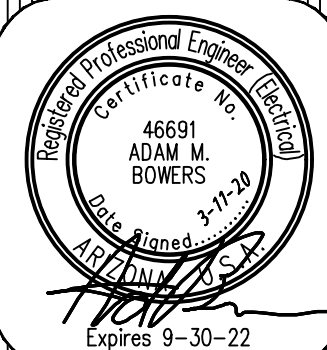
KEY MAP
N.T.S.

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DESIGN BY: JDK
DRAWN BY: JDK
CHECKED BY: AMB

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:
**SURPRISE, ARIZONA
TIERRA RICO
PARCEL B - ONSITE
STREET LIGHT COVER SHEET**

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
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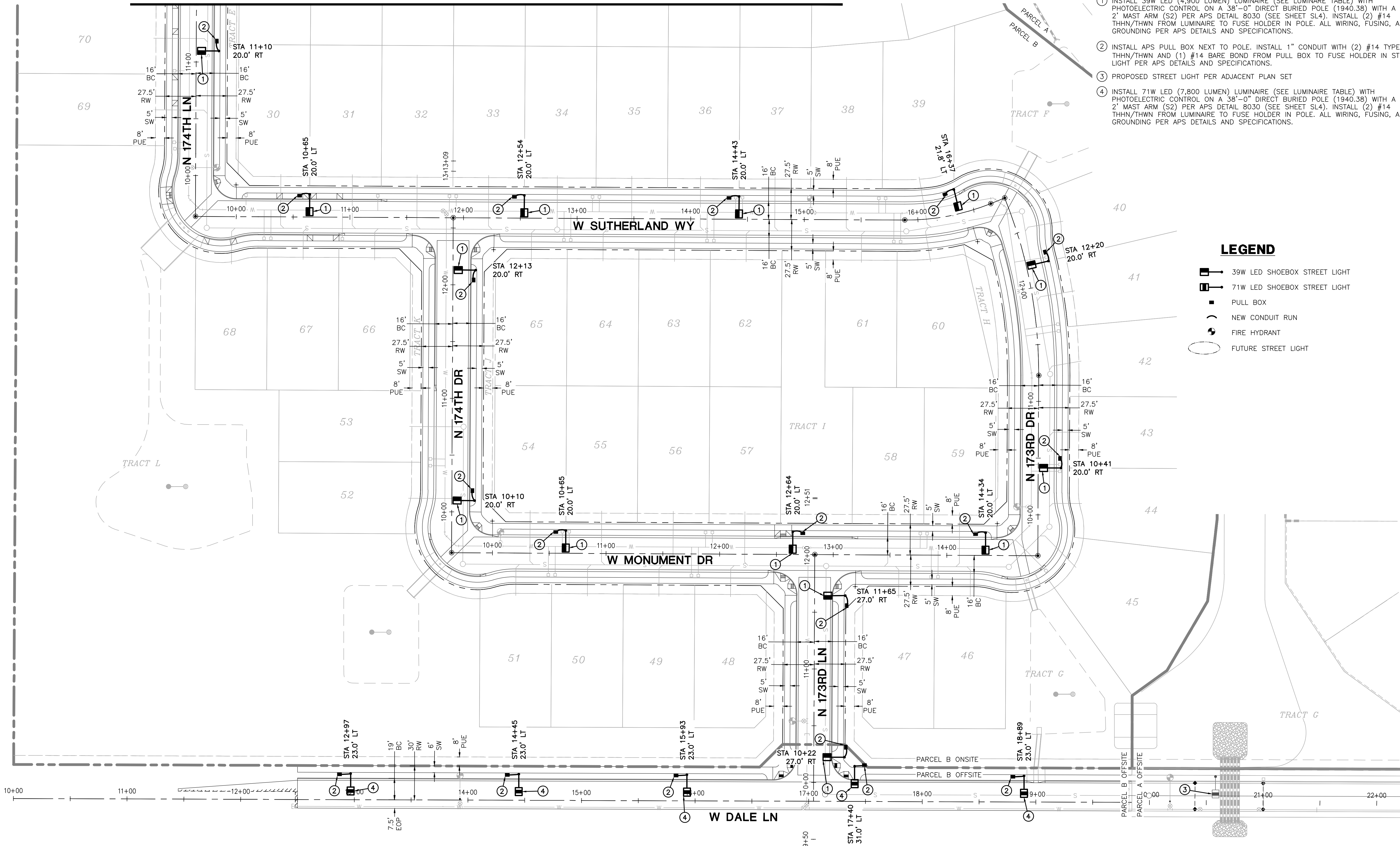


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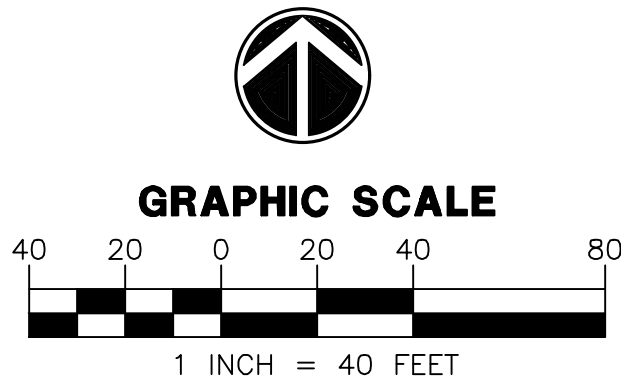


CONSTRUCTION NOTES

1. INSTALL 39W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE) WITH PHOTOELECTRIC CONTROL ON A 38'-0" DIRECT BURIED POLE (1940.38) WITH A 2" MAST ARM (S2) PER APS DETAIL 8030 (SEE SHEET SL4). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
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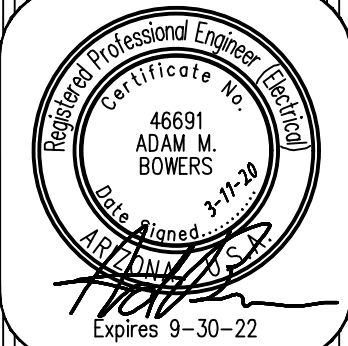
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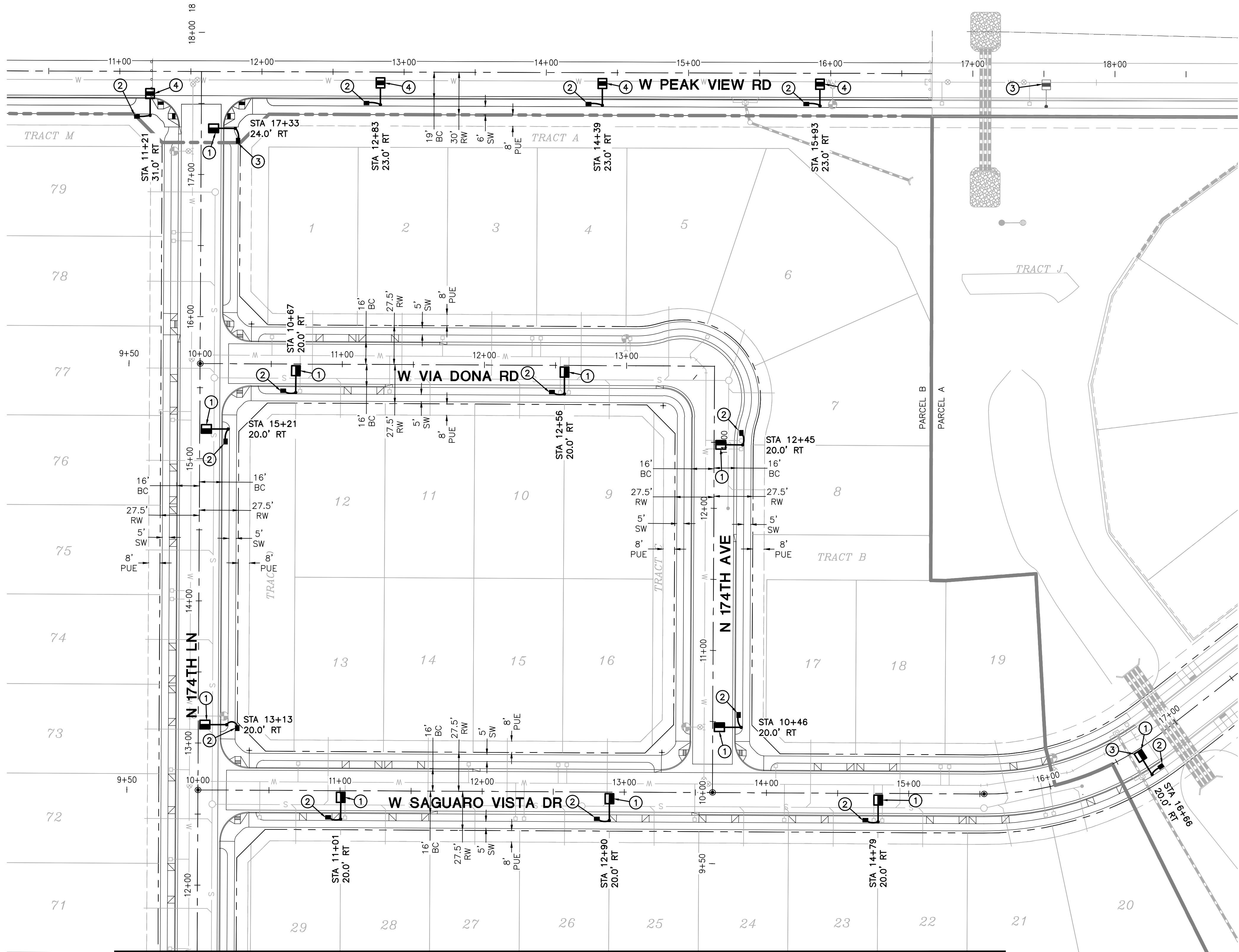
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DRAWING NO:
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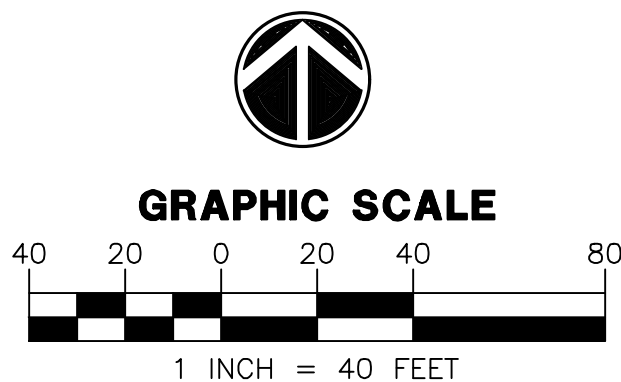
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- FUTURE STREET LIGHT

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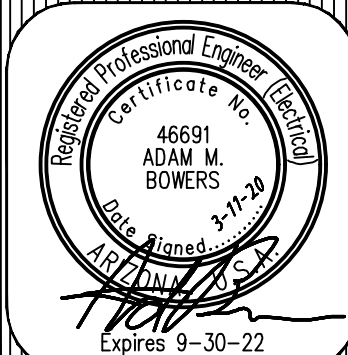
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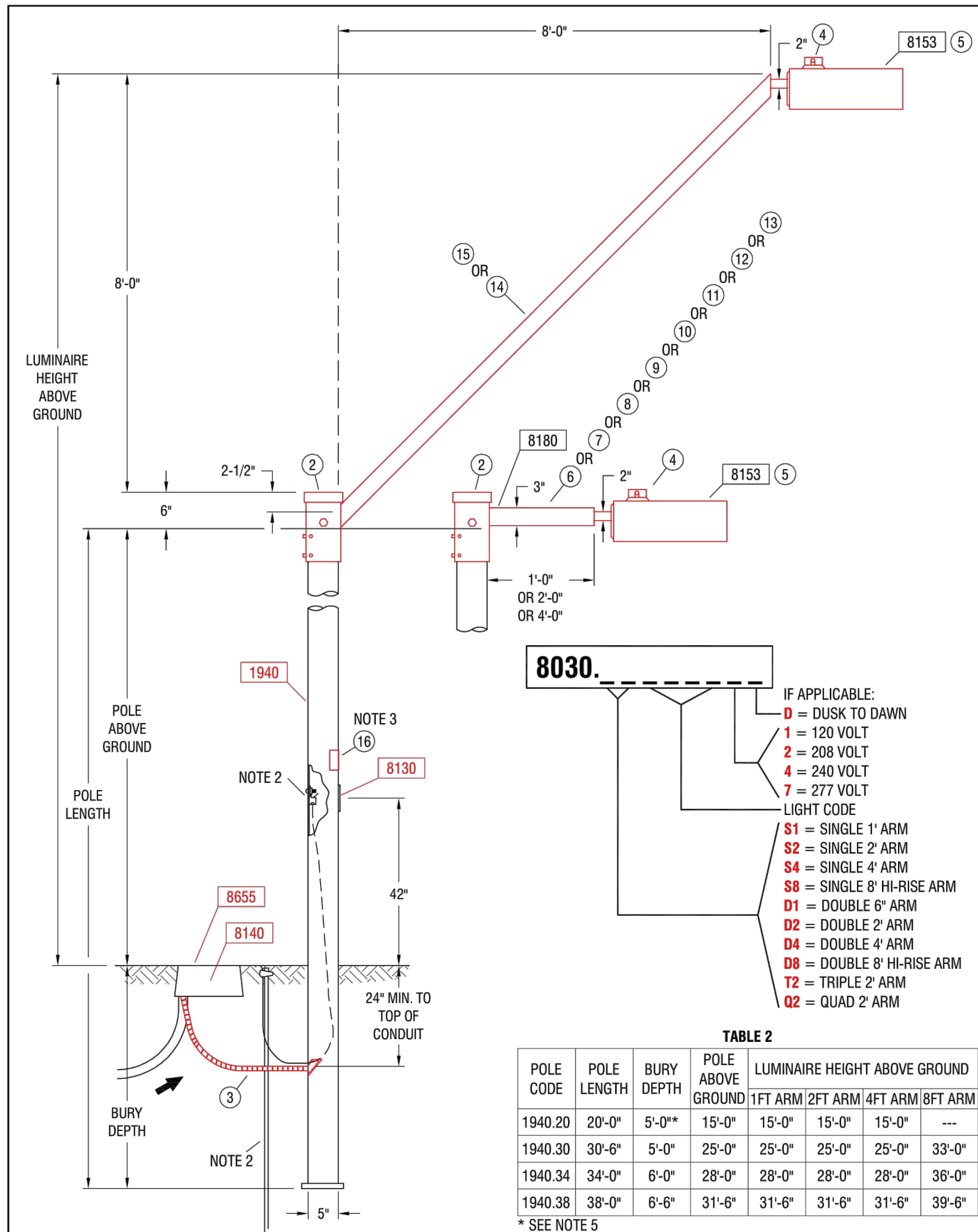
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STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	DEC 2018	1ST SUBMITTAL
2	APR 2019	2ND SUBMITTAL
3	MAR 2020	3RD SUBMITTAL



DRAWING NO:
SL3
OF 4

PROJECT# FS18-683 H:\2018\18270-Tierra Rico\18270-SL-B.dwg



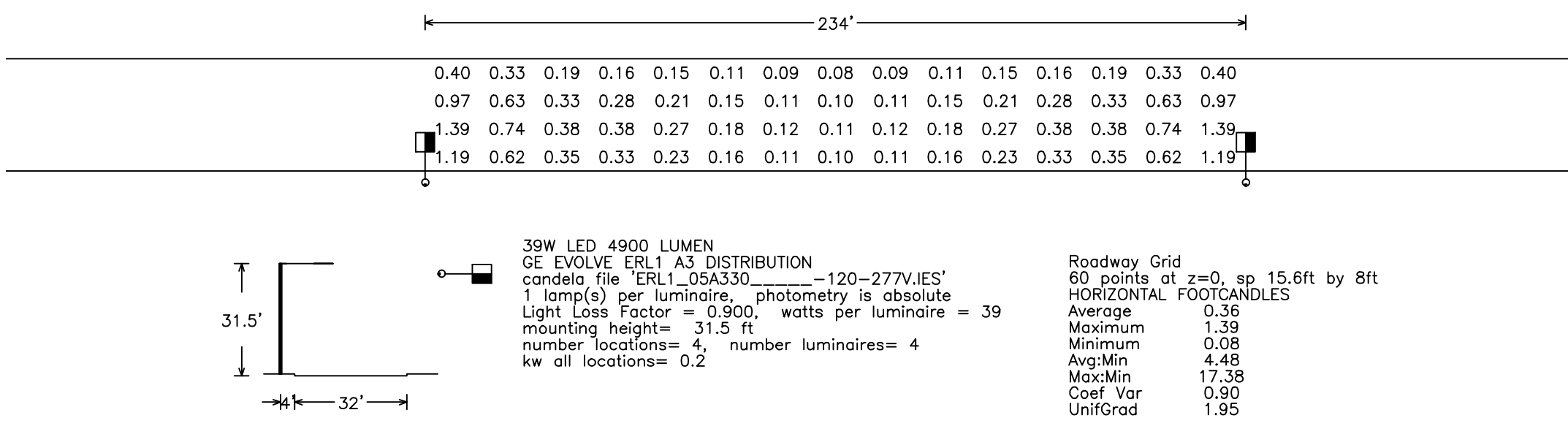
- NOTES:
1. ADJUST PHOTO EYE TO FACE NORTH.
 2. A GROUND ROD IS PROVIDED WITH EACH STREET LIGHT POLE. WHERE A GROUND ROD CANNOT BE DRIVEN, ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES.
 3. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE" IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
 4. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.
 5. USING THE 20'-0" POLE TO MATCH THE 16'-0" PEDESTRIAN LIGHT MOUNTING HEIGHT REDUCE POLE BURY DEPTH TO 4'-0".
 6. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
 7. ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MICARTA TAG ON CABLE IN J-BOX. TAG PROVIDED BY SPEC 8129.
 8. THE LUMINAIRE SHOWN IS RECOMMENDED FOR THIS MOUNTING HEIGHT. SEE 8153 FOR ADDITIONAL BROWN ARCHITECTURAL LUMINAIRES.
 9. THE TWO ARMED TENON BRACKET POSITIONS THE DOUBLE ARM 180 DEGREES APART.
 10. TO ACCOMMODATE LESS THAN THE SPECIFIED LUMINAIRE MOUNTING HEIGHT, A SHOP ORDER IS REQUIRED TO HAVE A PORTION FROM THE TOP OF THE POLE CUT OFF. THE TENON ARM BRACKET SLIDES OVER AND COVERS THE CUT PORTION OF THE POLE.
 11. IN-LINE FUSE FOR UNDERGROUND FEEDS, SEE 8130-8140.
 12. FOR PEDESTRIAN ONLY APPLICATIONS SEE 8030.

TABLE 1									
LIGHT CODE	APN	WATTS	K	TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT		
AH16	00099450	100			120/208/240/277	9,500			
AH17	00099451	150			120/208/240/277	16,000			
AH18	00099452	250			120/208/240/277	30,000			
AH19	00099454	400			120/208/240/277	50,000			
RA40	00126250	55	2700		120/208/240/277	3,500			
RA41	00126667	100			120/208/240/277	8,400			
RA42	00132945	120			120/208/240/277	10,200			
RA43	00132950	150	5000		120/208/240/277	13,000			
RA44	00121153	200			120/208/240/277	15,250			
RA45	00116527	250			120/208/240/277	22,500			
RL40	00141047	32			120/208/240/277	3,800			
RL41	00141048	41			120/208/240/277	4,800			
RL42	00141049	88			120/208/240/277	8,200			
RL43	00141050	108			120/208/240/277	11,000			
RL44	00141051	162			120/208/240/277	19,000			
RL50	00126251	45			120/208/240/277	4,300			
RL52	00126804	60			120/208/240/277	5,400			
RL53	00126805	95	4000		120/208/240/277	8,600			
RL54	00126806	113			120/208/240/277	10,000			
RL56	00126365	257			120/208/240/277	19,200			
AL56	00113722	62			120/208/240/277	7,100			
AL58	00129911	72			120/208/240/277	8,300			
AL60	00113723	119			120/208/240/277	12,900			
AL61	00116525	119			120/208/240/277	12,900			
AL62	00116526	119			120/208/240/277	12,900			
AL65	00107462	144			120/208/240/277	15,400			
AS20	33806772	55			120/240	8,000			
AS21	33806774	90			120/240	13,500			
AS22	33806776	135			120/240	22,500			
AS23	33806778	180			120/240	33,000			

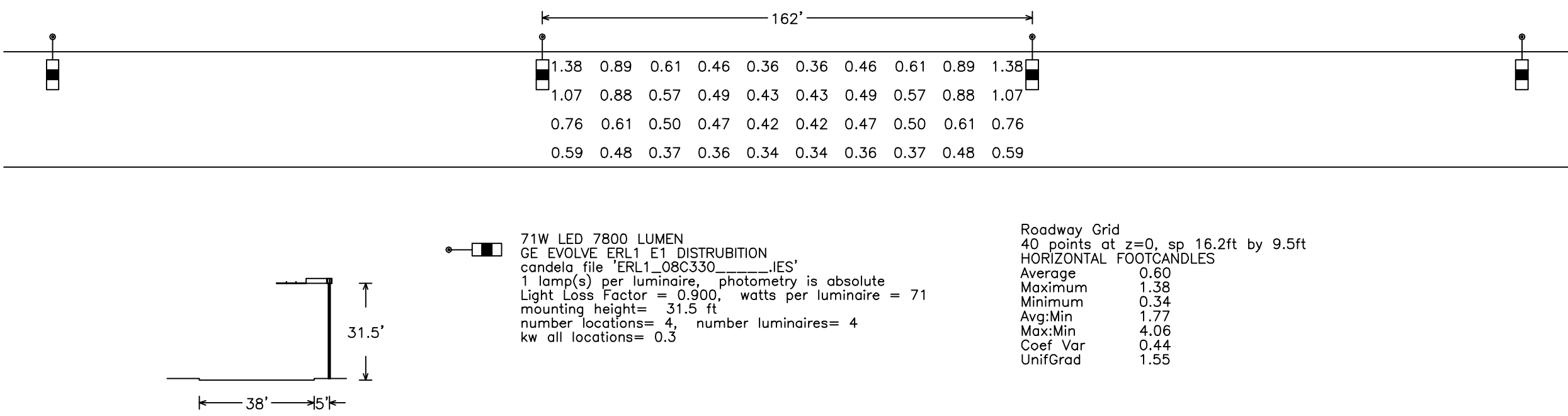
* CALL STANDARDS ENGINEERING FOR APPLICATION

MATERIAL LIST									
ITEM	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY
1	-	-	-	-	-	-	-	-	-
2	1	1	1	1	1	1	1	1	1
3	10	10	10	10	10	10	10	10	10
4	1	1	1	1	1	1	1	1	1
5	1	1	1	1	1	1	1	1	1
6	-	-	-	-	-	-	-	-	-
7	1	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-
10	-	-	-	-	-	-	-	-	-
11	-	-	-	-	-	-	-	-	-
12	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-
14	-	-	-	-	-	-	-	-	-
15	-	-	-	-	-	-	-	-	-
16	1	1	1	1	1	1	1	1	1

PHOTOMETRIC CALCUTATIONS BASED ON ILLUMINANCE WORST CASE PHOTOMETRICS FOR MAXIMUM SPACING



WORST CASE PHOTOMETRICS FOR MAXIMUM SPACING

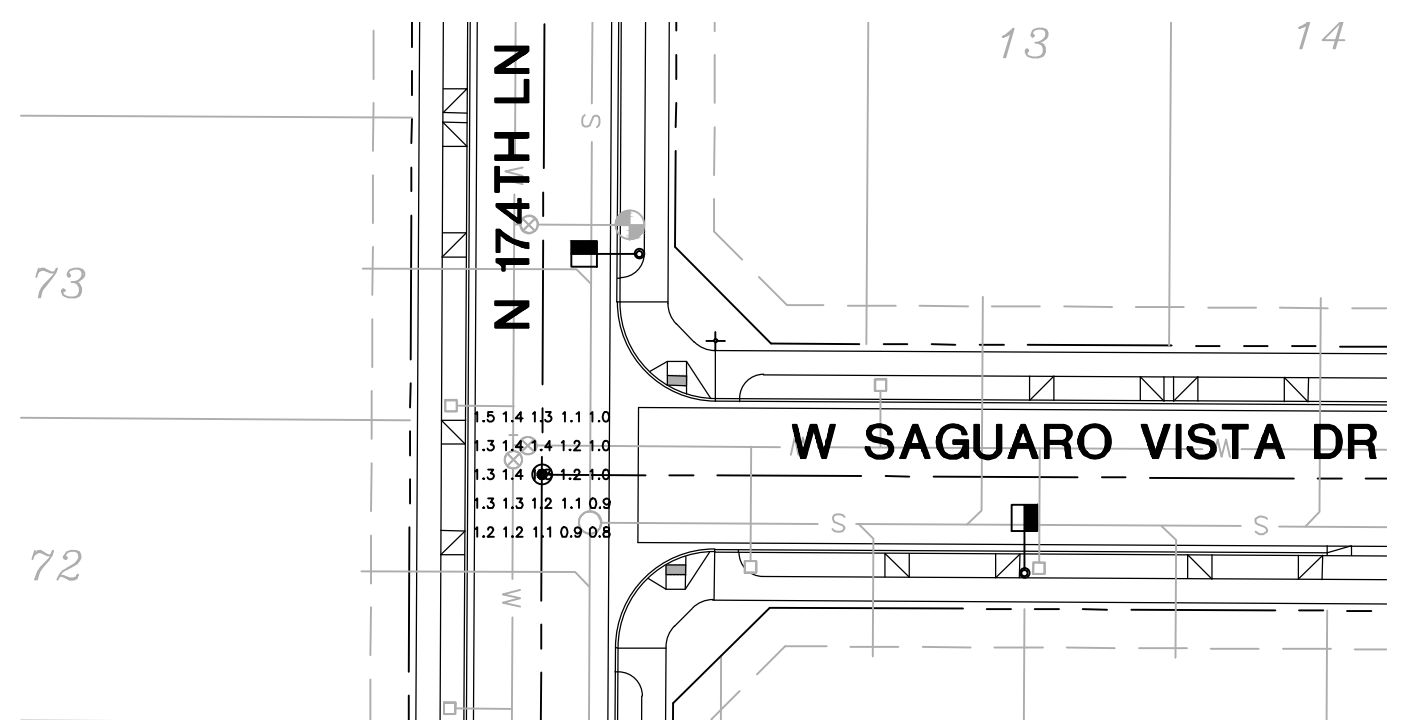


ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR	MGR	DATE	REV
KLS	B. BOOKER	R. CANDRA	02/2016	12

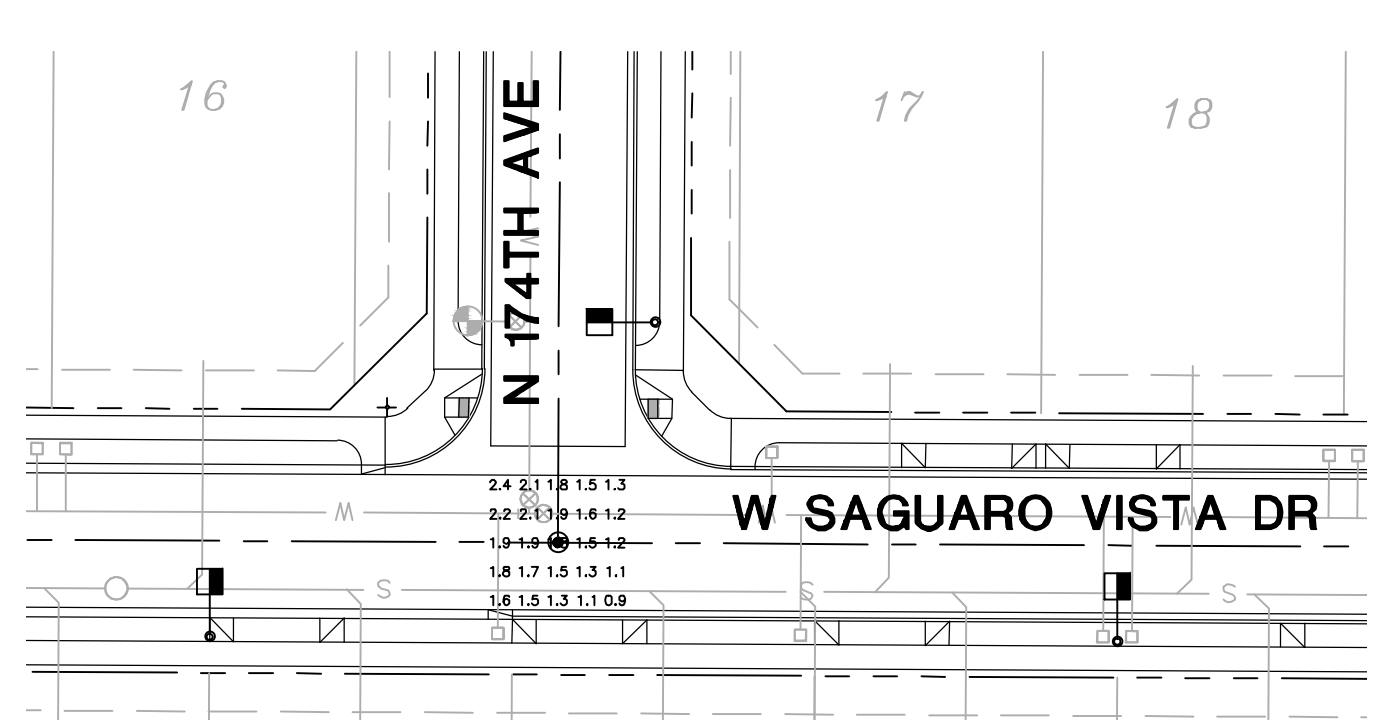
LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY				
BY	LDR	MGR	DATE	REV
KLS	B. BOOKER	R. CANDRA	02/2016	12

ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR	MGR	DATE	REV
KLS	B. BOOKER	R. CANDRA	02/2016	12

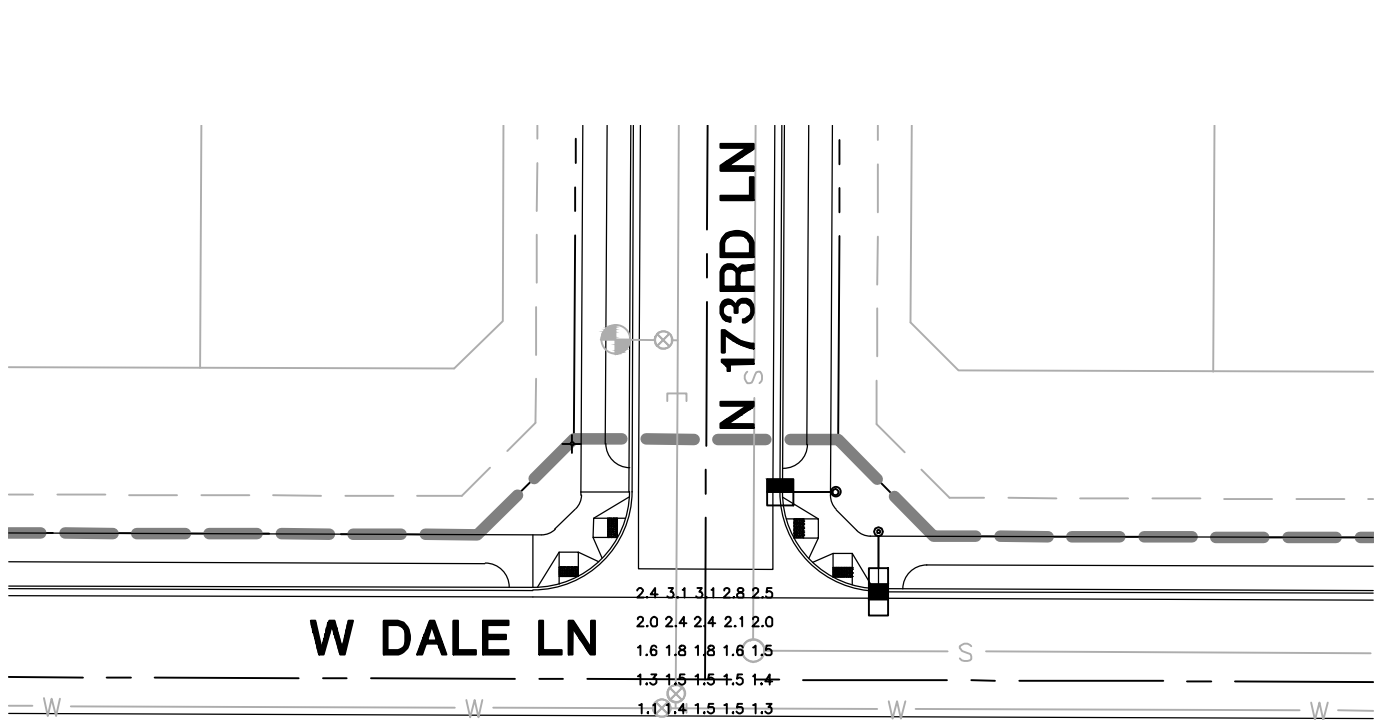
LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY				
BY	LDR	MGR	DATE	REV
KLS	B. BOOKER	R. CANDRA	02/2016	12



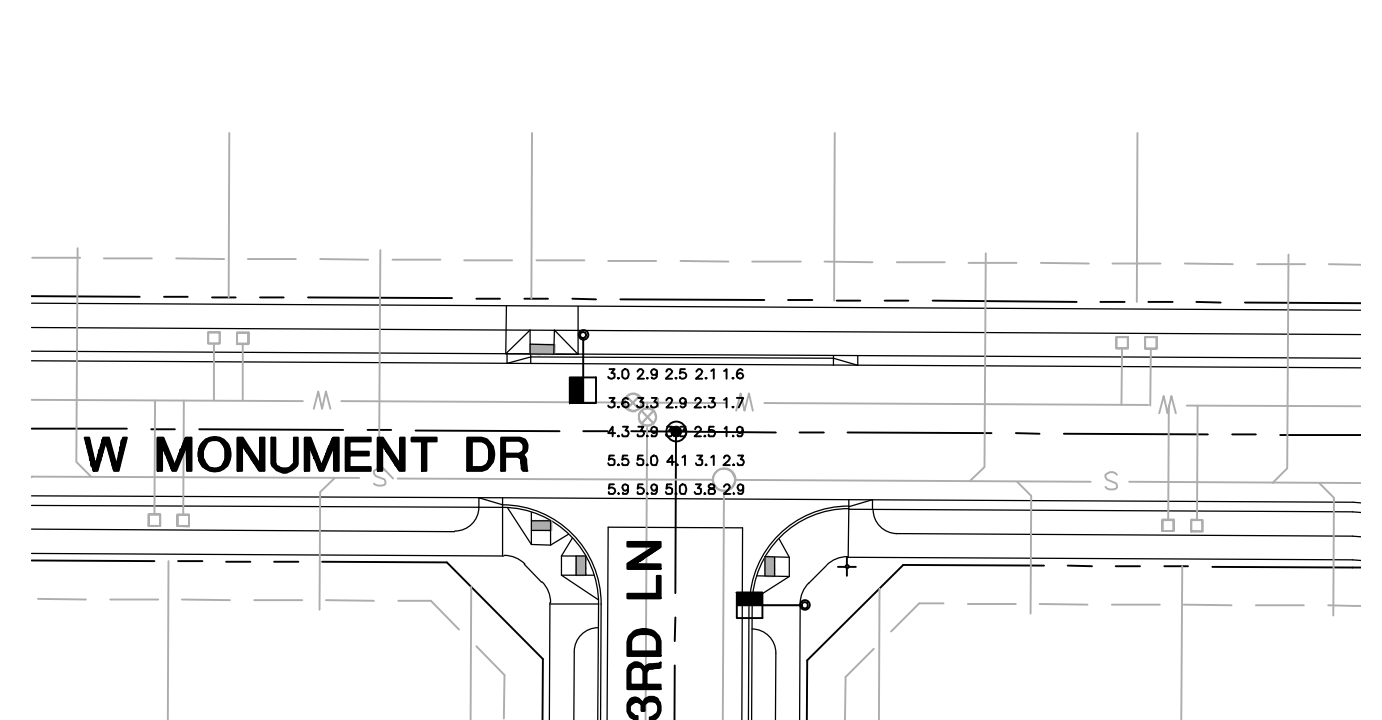
INT - 174TH LN & SAGUARO VISTA DR
25 points at z=0, sp 6ft by 6ft
HORIZONTAL FOOTCANDLES
Average 1.2
Maximum 1.6
Minimum 0.8
Avg:Min 1.49
Max:Min 1.88
Coef Var 0.15
UnifGrad 1.22



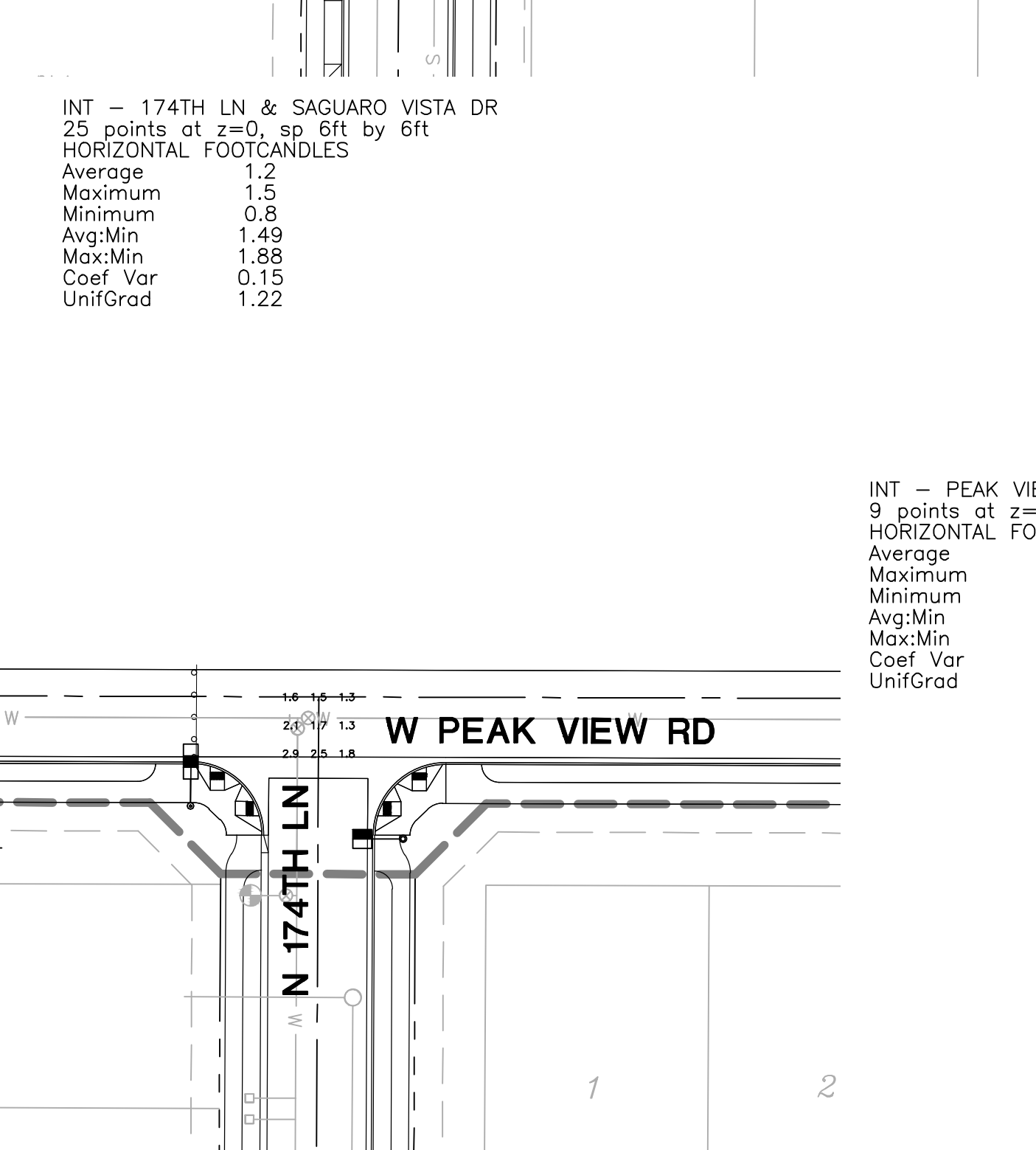
INT - SAGUARO VISTA DR & 174TH AVE
25 points at z=0, sp 6ft by 6ft
HORIZONTAL FOOTCANDLES
Average 1.6
Maximum 2.4
Minimum 0.9
Avg:Min 1.79
Max:Min 2.67
Coef Var 0.23
UnifGrad 1.33



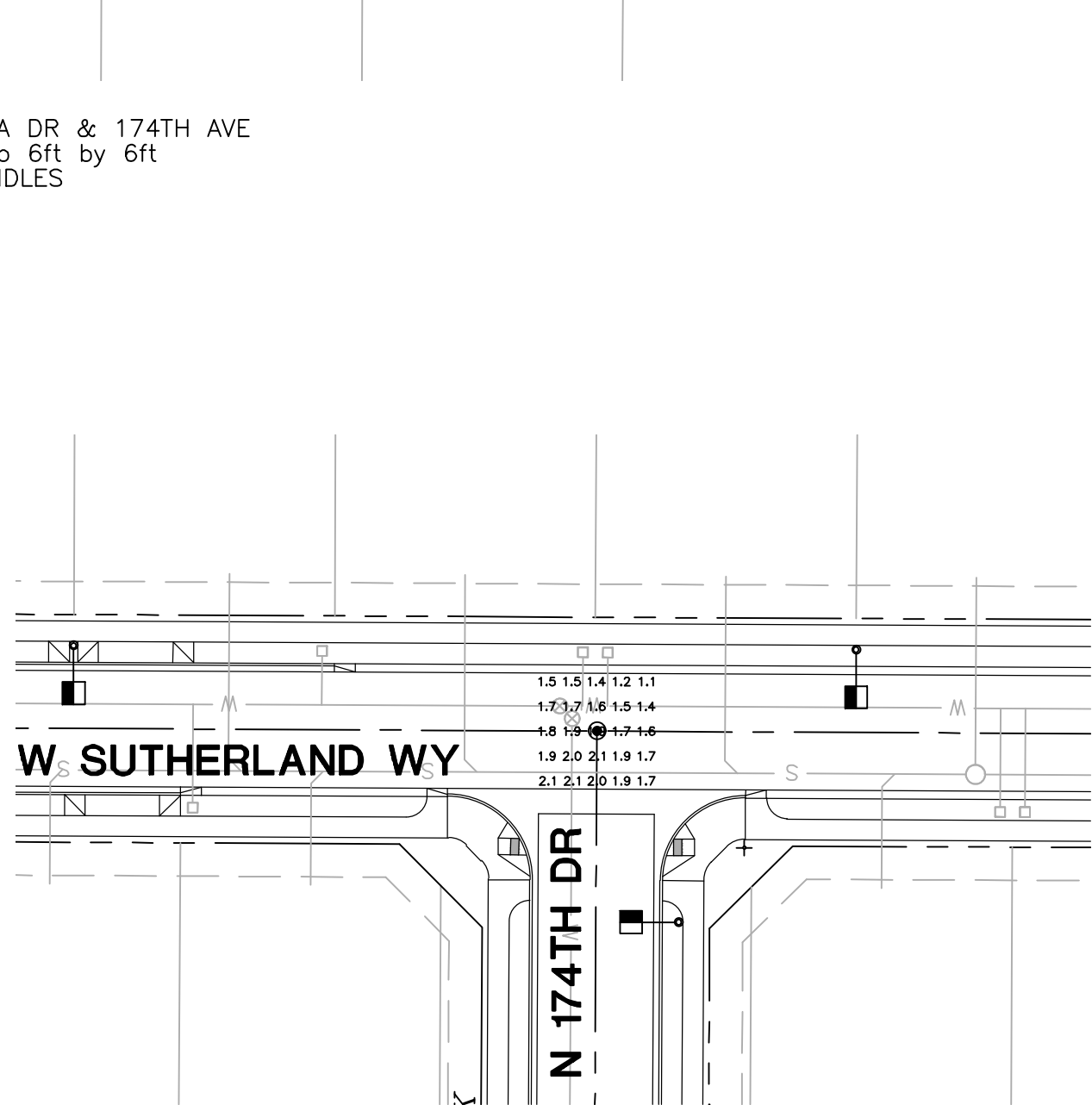
INT - DALE LN & 173RD LN
25 points at z=0, sp 6ft by 6ft
HORIZONTAL FOOTCANDLES
Average 1.9
Maximum 3.1
Minimum 1.1
Avg:Min 1.71
Max:Min 2.82
Coef Var 0.30
UnifGrad 1.33



INT - MONUMENT DR & 173RD LN
25 points at z=0, sp 6ft by 6ft
HORIZONTAL FOOTCANDLES
Average 1.9
Maximum 3.1
Minimum 1.1
Avg:Min 1.71
Max:Min 2.82
Coef Var 0.37
UnifGrad 1.35



INT - PEAK VIEW RD & 174TH LN
9 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES
Average 1.9
Maximum 2.9
Minimum 1.3
Avg:Min 1.43
Max:Min 2.23
Coef Var 0.28
UnifGrad 1.47

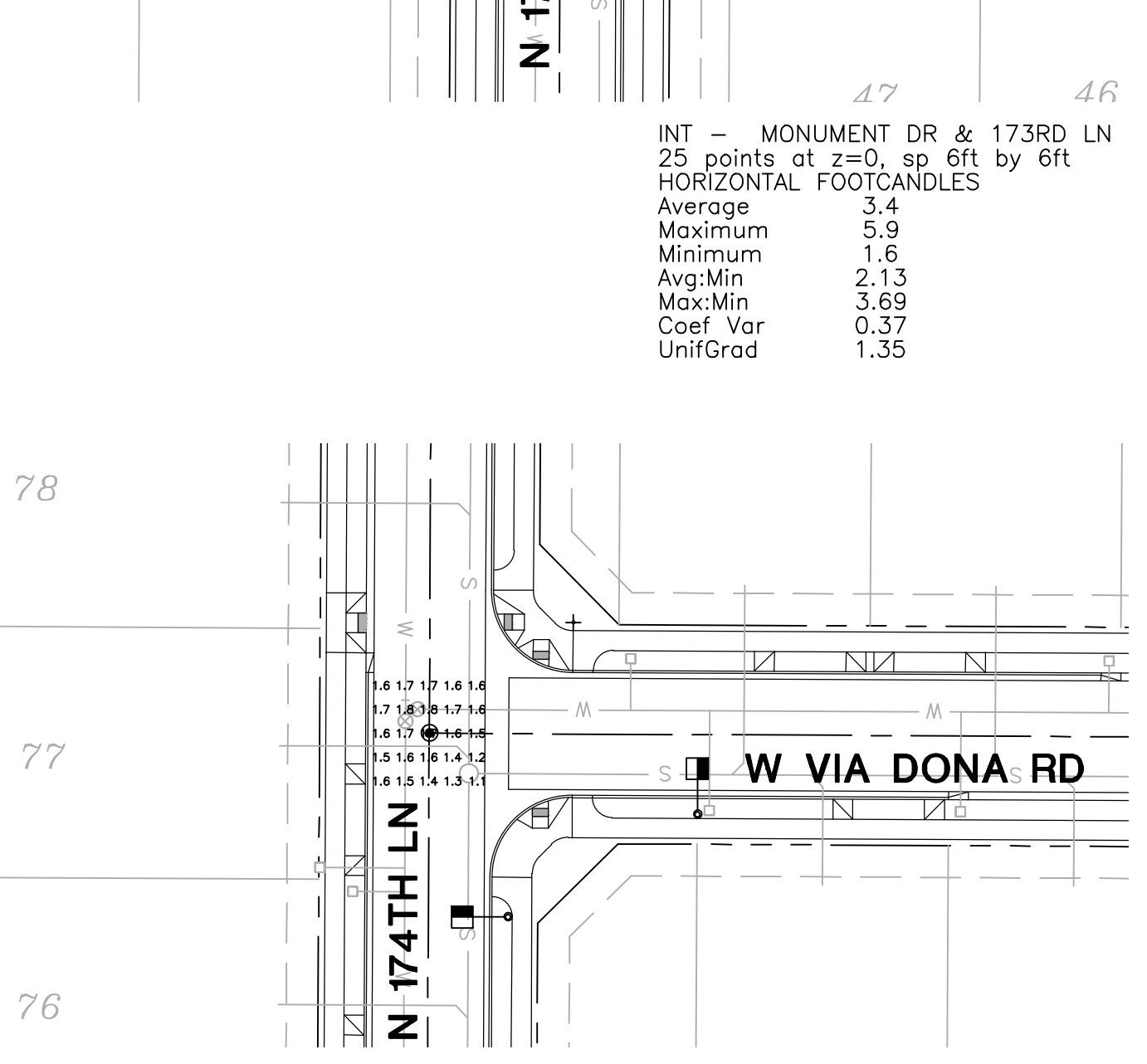


INT - SUTHERLAND WY & 174TH DR
25 points at z=0, sp 6ft by 6ft
HORIZONTAL FOOTCANDLES
Average 1.7
Maximum 2.1
Minimum 1.1
Avg:Min 1.56
Max:Min 1.91
Coef Var 0.16
UnifGrad 1.27

LEGEND

39W LED 4900 LUMEN
GE EVOLVE ERL1 A3 DISTRIBUTION
candela file "ERL1_05A330" -120-277V.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 39
mounting height= 31.5 ft
number locations= 41, number luminaires= 41
kw all locations= 1.6

71W LED 7800 LUMEN
GE EVOLVE ERL1 C3 DISTRIBUTION
candela file "ERL1_08C330" -120-277V.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 71
mounting height= 31.5 ft
number locations= 2, number luminaires= 2
kw all locations= 0.1



INT - 174TH LN & VIA DONA RD
25 points at z=0, sp 6ft by 6ft
HORIZONTAL FOOTCANDLES
Average 1.6
Maximum 1.8
Minimum 1.1
Avg:Min 1.42
Max:Min 1.64
Coef Var 0.11
UnifGrad 1.25

WRIGHT ENGINEERING
PROJECT NO:
18270
DESIGN BY: JDK
DRAWN BY: JDK
CHECKED BY: AMB

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

**SURPRISE, ARIZONA
TIERRA RICO
PARCEL B - ONSITE
STREET LIGHT DETAILS/PHOTOMETRICS**

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	DEC 2018	1ST SUBMITTAL
2	APR 2019	2ND SUBMITTAL
3	MAR 2020	3RD SUBMITTAL

Professional Engineer
46691
ADAM M. BOWERS
Expire 9-30-22

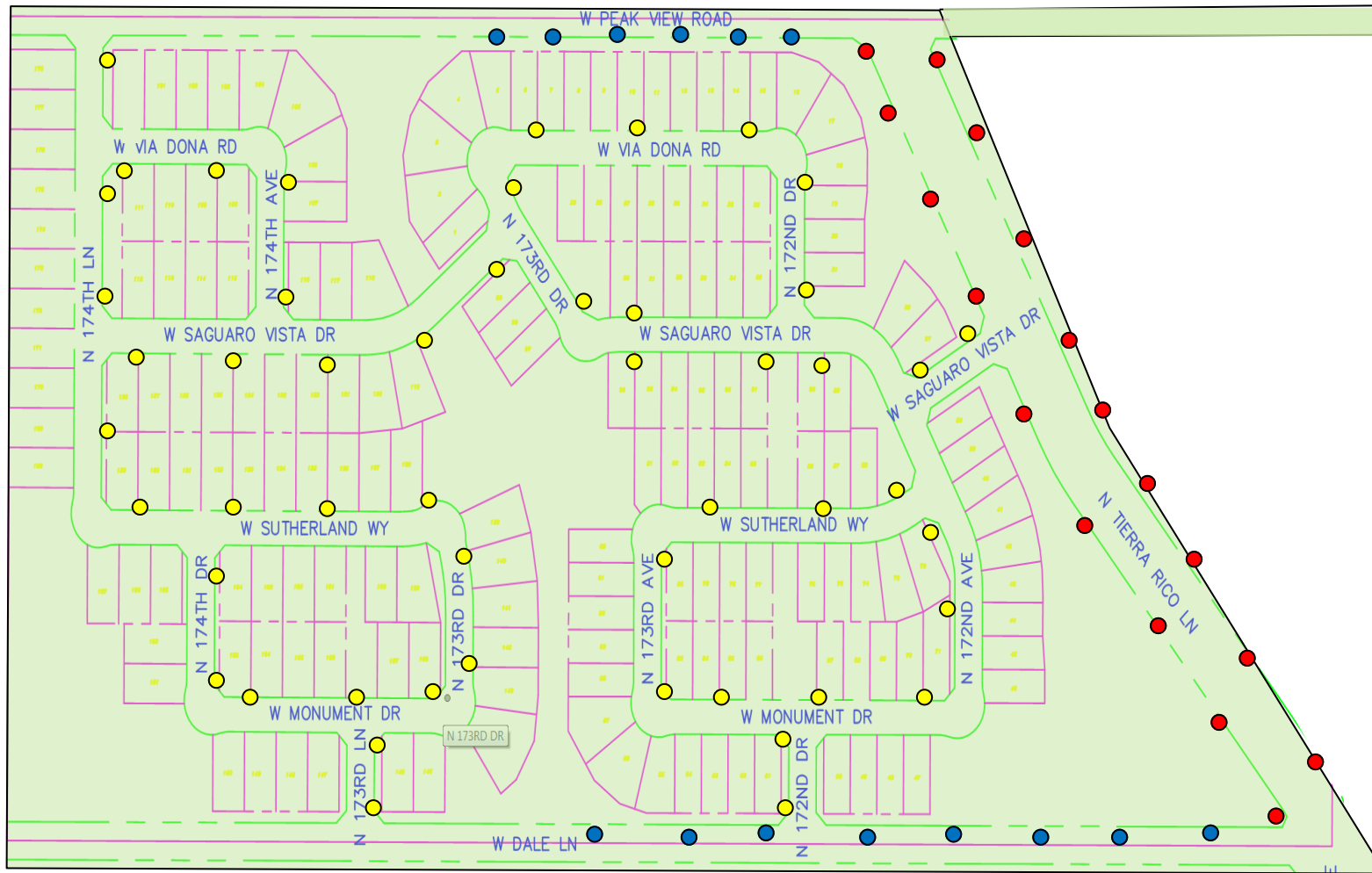
DRAWING NO:
SL4
OF 4

TIERRA RICO

Street Lights:

Street Light Poles

- Arterial—18
● Collectors—14
● Local - 51
 SLID Boundary





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 5, 2021 Contact Person:
Submitting Department: Parks and Recreation 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 \$148,100 for the purpose of transferring budgeted salaries for two positions and associated program funds from the Human Services and Community Vitality (HSCV) Department and \$113,900 for one position from the Sports and Tourism Department to the Parks and Recreation Department, and \$4,000 from HSCV to Parks and Recreation within the Donations Fund, as well as the reclassification of three part-time equivalent positions to full-time equivalent positions within the Parks and Recreation Department; Resolution #2021-151.

Motion:

I move to approve Resolution #2021-151.

Background:

The Parks and Recreation Department is currently in the process of reorganization to improve overall performance, functionality and customer service for the department. The purpose for the reorganization is to focus on areas of need, address workload balancing, and find efficiencies. Several internal changes have already been completed; however, the department is recommending to increase staff capacity by adding three additional existing positions from other departments to assist in the overall department plan effectiveness.

Objective Analysis:

This request would move a Recreation Manager position from the Sports & Tourism Department to manage the Surprise Tennis & Racquet Complex under the Parks and Recreation Department. Currently the department does not have a dedicated manager of the facility and as tennis, pickleball, and other racquet sports continue to grow in popularity, it is essential to have a manager to oversee daily programming and operations along with tournaments and events.

This request would also move two Youth Services Coordinator positions from the Human Services and Community Vitality Department to join with the current Parks and Recreation teen programming staff to create a more focused effort reach the teen community in the City. This request will also include reallocating the services and supplies budget authority associated with the respective programs to the Parks and Recreation Department as well as a donation fund specific to the associated programs.

This request would also reclassify three part-time equivalent positions currently in the department to full-time positions.

Policy Compliant:

This action is consistent with City and Council policy.

Financial Impact:

The ongoing increase in employee related expenses (ERE) for transitioning 3 part-time positions to full-time will be absorbed by vacancy savings within the Parks and Recreation Department's General Fund operating budget.

Budget Impact:

This action will move budget authority in the amount of \$113,900 from the Sports and Tourism Fund to the Parks and Recreation General Fund. This action will also move budget authority of \$148,100 from the Human Services and Community Vitality General Fund to the Parks and Recreation General Fund. This action will also move budget authority of \$4,000 within the Donations Fund from HSCV to Parks and Recreation. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

The Parks and Recreation FTE count will increase by three. The Human Services and Community Vitality FTE count will decrease by two and the Sports & Tourism FTE count will decrease by one. The reclassification of the three part-time equivalent positions to full-time will not impact overall FTE count.

ATTACHMENTS:

1. Res 2021-151 Reorg 3 FTE Positions CRS final
-

RESOLUTION # 2021-151

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2022 BUDGET IN ORDER TO TRANSFER THREE FULL-TIME EQUIVALENT (FTE) POSITIONS TO THE PARKS AND RECREATION DEPARTMENT (PARKS); AND APPROVING THE RECLASSIFICATION OF THREE PART-TIME EQUIVALENT POSITIONS TO FULL-TIME EQUIVALENT POSITIONS (FTE). IN ORDER TO CARRY OUT THE INTENT OF THIS RESOLUTION, IT IS NECESSARY TO TRANSFER BUDGET AUTHORITY OF \$148,100 FROM THE HUMAN SERVICES AND COMMUNITY VITALITY (HSCV) GENERAL FUND TO THE PARKS GENERAL FUND; \$4,000 FROM HSCV DONATIONS FUND TO PARKS DONATIONS FUND; AND \$113,900 FROM THE SPORTS AND TOURISM FUND (SPORTS) TO THE PARKS GENERAL FUND.

WHEREAS, the FY2022 budget was adopted including funding for two FTE positions located in the HSCV, and one FTE in Sports;

WHEREAS, as part of a reorganization of Parks, it is necessary to move two FTE (2) positions and the budgeted salaries and associated program funds from HSCV to Parks, and one FTE (1) position and the budgeted salary and associated program funds from Sports to Parks;

WHEREAS, it is also necessary to reclassify three Parks part-time equivalent positions to FTE;

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2021 through June 30, 2022.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

APPROVED AND ADOPTED this ____ day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2021-151

Exhibit A

1. Appropriation - The allocation below represents movement of budget authority in the amount of \$148,100 from the HSCV General Fund and \$113,900 from the Sports and Tourism Fund to the Parks and Recreation General Fund and \$4,000 from HSCV to Parks and Recreation within the Donations Fund. 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
Sports and Tourism Fund	Sports and Tourism	Personnel Services	E	2,835,500	(113,900)	2,721,600
General Fund	Human Svcs and Comm Vitality	Personnel Services	E	1,828,500	(110,300)	1,718,200
General Fund	Parks and Recreation	Personnel Services	E	5,862,000	224,200	6,086,200
General Fund	Human Svcs and Comm Vitality	Supplies	E	198,500	(17,500)	181,000
General Fund	Human Svcs and Comm Vitality	Services	E	617,500	(20,300)	597,200
General Fund	Parks and Recreation	Supplies	E	1,297,800	17,500	1,315,300
General Fund	Parks and Recreation	Services	E	6,167,900	20,300	6,188,200
Donations	Human Svcs and Comm Vitality	Supplies	E	48,000	(4,000)	44,000
Donations	Human Svcs and Comm Vitality	Other	R	46,800	(4,000)	42,800
Donations	Parks and Recreation	Supplies	E	68,500	4,000	72,500
Donations	Parks and Recreation	Other	R	33,200	4,000	37,200
Expense Total				18,924,200	-	18,924,200
Revenue Total				80,000	-	80,000

RESOLUTION # 2021-151
Exhibit A (continued)

2. Full-Time Equivalent (FTE) - The reorganization of the Parks and Recreation Department requires the transfer of 3 FTEs; 2 from the HSCV Department and 1 from the Sports and Tourism Department.

Fund	Department	Current FTEs	Increase/ (Decrease)	Amended FTEs
General Fund	HSCV	26.3	-2.0	24.3
Sports and Tourism	Sports and Tourism	40.5	-1.0	39.5
General Fund	Parks and Recreation	89.7	3.0	92.7

3. Full-Time Equivalent (FTE) - The reorganization of the Parks and Recreation Department also requires the reclassification of 3 Parks and Recreation Part-time equivalent positions to 3 Full-time equivalent positions.

Department	Full-time	Part-time	Total
Parks and Recreation	50.0	42.7	92.7
Increase (Decrease)	3.0	-3.0	0.0
Total	53.0	39.7	92.7



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 5, 2021
Submitting Department: Police
Staff Recommendations: None

Contact Person: Benny Pina, POLICE CHIEF
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to acceptance of the 2021 Justice Assistance Grant (JAG) and amending the FY2022 budget by moving budget authority of \$10,300 from Contingency to Project G31224 FY2022 JAG Grant; Resolution # 2021-149.

Motion:

I move to approve Resolution # 2021-149.

Background:

The Surprise Police Department was awarded \$10,254 in grant funding to provide instructor-level/train-the-trainer de-escalation training for four full-time members of the Surprise Police Department. These individuals will work collectively with the Surprise Police Department's Training Unit to develop a de-escalation training lesson plan and program and deliver this training to the 150+ sworn members of the department

Objective Analysis:

The calls for police reform continue to grow with an emphasis on protecting the sanctity of life. The benefits of de-escalation training resulting from this award will be exponentially multiplied with the development of a current, best-practice based training program delivered to all members of the Surprise Police Department. The one negative to obtaining any grant funding is the employee time spent in overseeing the grant and making regular reports back to the grantor.

Policy Compliant:

This action is compliant with City and Council policy. The City regularly partners with other government entities when it is beneficial to do so, as is this partnership.

Financial Impact:

This grant provides \$10,254 in travel and training one-time funding to be used for instructor-level de-escalation training for four full-time members of the Surprise Police Department. There is no city-match requirement.

Budget Impact:

The FY2022 adopted budget did not include appropriations for revenue and expenses related to the

FY2021 JAG grant. Acceptance of the grant will require an amendment to the Fiscal Year 2022 budget by moving budget authority of \$10,300 from contingency to Project G31224 FFY22 JAG Grant for travel and training expenses related to this grant. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. JAG Agreement 2021
 2. 2021 JAG Program Narrative - Surprise PD
 3. 2021 JAG Disclosure Pending Applications - Surprise PD
 4. 2021 Budget Detail Worksheet - Surprise PD
 5. 2021 Proposed JAG Allocations 6-15-21
 6. RFLS 7959
 7. Resolution 2021-149 JAG_Final
-

CONTRACT NO _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF CHANDLER
AND
THE TOWN OF GILBERT
AND
THE CITY OF GLENDALE
AND
THE CITY OF GOODYEAR
AND
THE COUNTY OF MARICOPA, ARIZONA
AND
THE CITY OF MESA, ARIZONA,
AND
THE CITY OF PEORIA
AND
THE CITY OF SCOTTSDALE
AND
AND THE CITY OF SURPRISE
AND
THE CITY OF TEMPE
AND
THE CITY OF PHOENIX, ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #: 16.738)**

Pursuant to A.R.S. §11-952, this Intergovernmental Agreement (AGREEMENT) is entered into as of the 1st day of October, 2020 by and between the City of Avondale, Arizona (AVONDALE), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Avondale Police Department; City of Chandler, Arizona (CHANDLER), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Chandler Police Department; City of Gilbert, Arizona (GILBERT), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Gilbert Police Department; City of Glendale, Arizona (GLENDALE), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Glendale Police Department; City of Goodyear, Arizona (GOODYEAR), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Goodyear Police Department; Maricopa County (COUNTY), a political subdivision duly organized and existing under the laws of the State of Arizona, for and on behalf of the Maricopa County Office of the Medical Examiner; City of Mesa, Arizona (MESA), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Mesa Police Department; City of Peoria, Arizona (PEORIA), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Peoria Police Department; City of Scottsdale, Arizona (SCOTTSDALE), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Scottsdale

JUSTGRANTS APPLICATION ID NUMBER: GRANT13429092 (Mandatory)

Police Department; City of Surprise, Arizona (Surprise), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Surprise Police Department; City of Tempe, Arizona (TEMPE), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Tempe Police Department; and the City of Phoenix, Arizona (PHOENIX), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Phoenix Police Department. AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY, MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE and PHOENIX may also referred to individually as 'PARTY' or collectively as 'PARTIES'.

RECITALS

WHEREAS, the PARTIES have become entitled to certain grant funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, a disparity exists between the funding eligibility of the PARTIES as determined by 42 USC § 3755 (d)(3)(4); and

WHEREAS, Federal law requires that units of local government within a group of jurisdictions identified as disparate to agree upon an allocation process; and

WHEREAS, the PARTIES believe it to be in their best interests to reallocate the JAG funds to resolve said disparity;

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES hereby agree as follows:

SECTION 1

The purpose of this AGREEMENT is to reallocate the funds available to the PARTIES from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program and to resolve disparities in compliance with 42 USC § 3755 (d)(3)(4). In compliance therewith the PARTIES agree PHOENIX shall receive all the funds and distribute the funds to AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY, MESA, PEORIA, SCOTTSDALE, SURPRISE, AND TEMPE as follows:

1. PHOENIX agrees to receive **\$1,554,900** from the JAG award for the PHOENIX JAG Program; and
2. PHOENIX agrees to pay AVONDALE a total of **\$19,247** of JAG funds; and
3. PHOENIX agrees to pay CHANDLER a total of **\$44,750** of JAG funds; and
4. PHOENIX agrees to pay GILBERT a total of **\$17,090** of JAG funds; and
5. PHOENIX agrees to pay GLENDALE a total of **\$78,712** of JAG funds; and

6. PHOENIX agrees to pay GOODYEAR a total of **\$14,181** of JAG funds; and
7. PHOENIX agrees to pay COUNTY a total of **\$71,537** of JAG funds; and
8. PHOENIX agrees to pay MESA a total of **\$136,382** of JAG funds; and
9. PHOENIX agrees to pay PEORIA a total of **\$29,308** of JAG funds; and
10. PHOENIX agrees to pay SCOTTSDALE a total of **\$29,890** of JAG funds; and
11. PHOENIX agrees to pay SURPRISE a total of **\$10,254** of JAG funds ; and
12. PHOENIX agrees to pay TEMPE a total of **\$65,088** of JAG funds; and
13. PHOENIX shall retain **\$1,038,461** for the JAG Program (collectively “allocated funds”).
14. PHOENIX agrees to make all payments to AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY, MESA, PEORIA, SCOTTSDALE, SURPRISE, AND TEMPE within thirty (30) days after receipt of the JAG funds by PHOENIX.

SECTION 2

The PARTIES agree to use allocated funds for the JAG Program on or before September 30, 2024.

SECTION 3

- 1. Term.** The term of this AGREEMENT shall commence simultaneously with the FY2021 JAG grant program year on October 1, 2020 and continue until September 30, 2024 unless terminated sooner in accordance with the terms of the grant, and such reasonable time thereafter as may be needed to complete the administration of the grant.
 - A. Obligations of PHOENIX.** PHOENIX agrees to administer the Funds as provided in Section 1, and shall:
 - (a) Ensure that the funds received by PHOENIX are dispersed to AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY, MESA, PEORIA, SCOTTSDALE, SURPRISE, AND TEMPE in accordance to this AGREEMENT; and
 - (b) Collect and transmit to the appropriate Federal funding authorities all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
 - B. Obligations of AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY, MESA, PEORIA, SCOTTSDALE, SURPRISE, AND TEMPE.** During the term of this AGREEMENT, AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY, MESA, PEORIA, SCOTTSDALE, SURPRISE, AND TEMPE:

- (a) Agree that PHOENIX will administer the Funds as provided in Section 1; and
 - (b) Will maintain and provide to PHOENIX all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations; and
 - (c) Will be responsible for the actions of their respective employees in providing services under this AGREEMENT and shall hold harmless the PARTIES to this AGREEMENT from any liability that may arise from the furnishing of the services by the other PARTIES.
- 2. DISCLAIMER.** This AGREEMENT is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, agency, partnership or formal business association or organization of any kind among the PARTIES, and the rights and obligations of the PARTIES shall be only those expressly set forth in this AGREEMENT.
- 3. NON-AVAILABILITY OF FUNDS.** Each payment obligation of the PARTIES created hereby is conditioned on the availability of funds. The PARTIES recognize that the continuation of this AGREEMENT after the close of any of their respective fiscal years shall be subject to the approval of their respective governing bodies providing an appropriation covering this item as an expenditure. None of the PARTIES represent that said budget items will be actually adopted.

SECTION 4

The PARTIES to this AGREEMENT do not intend for any third party to obtain a right by virtue of this AGREEMENT.

SECTION 5

Notice is given that pursuant to A.R.S. 38-511 the PARTIES may cancel any AGREEMENT without penalty or further obligation within three years after execution of the AGREEMENT, if any person significantly involved in initiating, negotiating, securing, drafting or creating the AGREEMENT on behalf of the PARTY is at any time while the AGREEMENT or any extension of the AGREEMENT is in effect, an employee or agent of any other party to the AGREEMENT in any capacity or consultant to any other party of the AGREEMENT with respect to the subject matter of the AGREEMENT. Additionally, pursuant to A.R.S. 38-511 the PARTIES may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the AGREEMENT on behalf of the PARTIES from any other party to the AGREEMENT arising as the result of the AGREEMENT.

SECTION 6

By entering into this AGREEMENT, the PARTIES do not intend to create any obligations express or implied other than those set out herein. Further, this AGREEMENT shall not create any rights in any party not a signatory hereto.

SECTION 7

The PARTIES warrant they are in compliance with the provisions in A.R.S. §41-4401 (e-verify).

SECTION 8

Each PARTY (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other PARTY (as “Indemnitee”) from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys’ fees, expert witnesses’ fees and other litigation costs) (hereinafter collectively referred to as “Claims”) arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious 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.

SECTION 9

Each PARTY agrees to comply with the federal certifications regarding lobbying, debarment, suspension and other responsibility matters, and drug free workplace requirements for this grant.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the PARTIES certify that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

JUSTGRANTS APPLICATION ID NUMBER: GRANT13429092 (Mandatory)

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The PARTIES certify that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Have not within a two-year period preceding this AGREEMENT been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliancereporting@usdoj.gov , and, after such disclosure, the has received a specific written determination from OJP that neither suspension nor debarment of the PARTY is necessary to protect the interests of the Government in this case.
- (d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (e) Have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where any PARTY is unable to certify to any of the statements in this certification, said PARTY shall attach an explanation to this AGREEMENT.

3. DRUG-FREE WORKPLACE

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs;
and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the granting agency, and the PHOENIX Grant Administrator (Exhibit A), in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the PARTY, the undersigned hereby certify that the PARTY will comply with the above certifications.

(Remainder intentionally left blank. Signatures to follow)

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INTRERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

CITY OF AVONDALE

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: Charles Montoya

Its: City Manager

Avondale City Attorney

Attest: _____

Type Name: Nicholle Harris

Date _____ Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

CITY OF CHANDLER

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: Sean E. Duggan

Its: Chief of Police

Chandler Assistant City Attorney

Attest: _____

Type Name: Dana DeLong

Date _____

Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INTERGOVENMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

TOWN OF GILBERT

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: Brigette Peterson

Its: Mayor

Attest: _____

Gilbert Town Attorney

Type Name: Chaveli Herrera

Date _____ Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

CITY OF GLENDALE

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: Kevin R. Phelps

Its: City Manager

Attest: _____

Glendale City Attorney

Type Name: Julie K. Bower

Date _____ Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

CITY OF GOODYEAR

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: Julie Arendall

Its: City Manager

Attest: _____

Goodyear City Attorney

Type Name: Roric Massey

Date _____ Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INTERGOVENMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

COUNTY OF MARICOPA

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: Jack Sellers

Its: Chairman, Board of Supervisors

Attest: _____

Maricopa Deputy County Attorney

Type Name: Juanita Garza

Date _____ Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

CITY OF MESA

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: Christopher J. Brady

Its: City Manager

Attest: _____

Mesa Police Staff Attorney

Type Name: DeeAnn Mickelsen

Date _____ Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INTERGOVENMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

CITY OF PEORIA

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: Jeff Tyne

Its: City Manager

Attest: _____

Peoria City Attorney

Type Name: Rhonda Geriminsky

Date _____ Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INTERGOVENMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

CITY OF SCOTTSDALE

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: David Ortega

Its: Mayor

Attest: _____

Scottsdale City Attorney

Type Name: Ben Lane

Date _____ Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INTERGOVENMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

CITY OF SURPRISE

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: Michael Frazier

Its: City Manager

Attest: _____

Surprise City Attorney

Type Name: Sherry Aguilar

Date _____ Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INTERGOVENMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

CITY OF TEMPE

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: Corey D. Woods

Its: Mayor

Attest: _____

Tempe City Attorney

Type Name: Carla R. Reece

Date _____ Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

CITY OF PHOENIX

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: Ed Zuercher

Its: City Manager

Attest: _____

Phoenix City Attorney

Type Name: Denise Archibald

Date _____ Date: _____

**EXHIBIT A
TO
INTERGOVENMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)**

Notices provided under this AGREEMENT shall be directed to the following persons:

The CITY of <u>AVONDALE</u> : Name: Kimberly Martinez Address: 11485 W. Civic Center Dr. Address: Address: City/St/Zip: Avondale, AZ 85323 Phone: 623-333-7204 Fax: 623-333-0071	The CITY of <u>CHANDLER</u> : Name: Melanie R. Smith Address: Mail Stop 303M Address: P.O. Box 4008 Address: City/St/Zip: Chandler, AZ 85244-4008 Phone: 480-782-4085 Fax: 480-782-4110
The TOWN of <u>GILBERT</u> : Name: Michael Soelberg, Address: Chief of Police Address: 75 E. Civic Center Dr. Address: City/St/Zip: Gilbert, AZ 85296 Phone: 480-635-7272 Fax: 480-635-7695	The CITY of <u>GLENDALE</u>: Name: David Rice Address: 6835 N 57th Dr. Address: Address: City/St/Zip: Glendale, AZ 85301 Phone: 623-930-3296 Fax: 623-931-2103
The CITY of <u>GOODYEAR</u> : Name: Jennifer Calovini Address: 14455 W. Van Buren St. Address: Suite E-101 Address: City/St/Zip: Goodyear, AZ 85338 Phone: 623-882-7805 Fax: 623-882-3007	The County of <u>MARICOPA</u> : Name: Amy A. Rex Address: Office of the Medical Examiner Address: 701 W. Jefferson St. Address: City/St/Zip: Phoenix, AZ 85007 Phone: 602-506-8062 Fax: 602-506-1546
The CITY of <u>MESA</u> : Name: Dorothy O'Brien Address: P.O. Box 1466, MS 6610	The CITY of <u>PEORIA</u> : Name: Heather Cammarata Address: 8351 W. Cinnabar Ave.

JUSTGRANTS APPLICATION ID NUMBER: GRANT13429092 (Mandatory)

Address: Address: City/St/Zip: Mesa, AZ 85211-1466 Phone: 480-644-2331 Fax: 480-644-2857	Address: Address: City/St/Zip: Peoria, AZ 85345 Phone: 623-773-7069 Fax: 623-773-5029
The CITY of <u>SCOTTSDALE</u> : Name: Christy Alonzo Address: 8401 E. Indian School Rd. Address: Address: City/St/Zip: Scottsdale, AZ 85251 Phone: 480-312-1993 Fax:	The CITY of <u>SURPRISE</u> : Name: Benny Pina Address: Chief of Police Address: 14250 W. Statler Plaza Address: Suite 103 City/St/Zip: Surprise, AZ 85374 Phone: 623-222-4020 Fax:
The CITY of <u>TEMPE</u> : Name: Miyoung Kim Address: 120 E. 5 th St. Address: Police Department Address: City/St/Zip: Tempe, AZ 85281 Phone: 480-350-8358 Fax:	The CITY of <u>PHOENIX</u> : Name: Denise Varnell Address: Phoenix Police Department Address: 4th Floor, Suite 422 Address: 620 W. Washington St City/St/Zip: Phoenix, AZ 85003 Phone: 602-534-3622 Fax: 602-534-1613

2021 LOCAL JAG PROGRAM NARRATIVE

PARTNER AGENCY:

PROGRAM NAME: Instructor Training – De-Escalation

PROGRAM DESCRIPTION: Funds awarded under this solicitation will be used to provide instructor-level/train-the-trainer de-escalation training for four full-time members of the Surprise Police Department. Upon completion, these individuals will work collectively with the Surprise Police Department’s Training Unit to develop a de-escalation training lesson plan and program and deliver this invaluable training to the 150+ sworn members of the department.

NEED FOR PROGRAM:

The calls for police reform continue to grow, with an emphasis on protecting the sanctity of life. Contemporary and comprehensive policies are essential in this regard and must be accompanied by relevant and reoccurring training. The benefits of the training obtained as a result of this award will be exponentially multiplied as a result of the development of a current, best-practice based training program delivered to all members of the Surprise Police Department.

These efforts are fully aligned with the solicitation. The intended outcomes support law enforcement accreditation, the development and maintenance of policies and law enforcement training, and are focused on addressing those areas most likely to promote trust, transparency, and accountability.

PERFORMANCE MEASURES:

PROGRAM AREA: Law Enforcement and Task Forces

Activity Type	Performance Measure #	Performance Measure Description	Data Collection
Training Attendance and Completion	#1	Successful completion of instructor level de-escalation training by four members of the department.	
Training Development	#2	Development of de-escalation training lesson plan and program	
Training	#3	Delivery of de-escalation training to sworn members of the Surprise Police Department	

2021 LOCAL JAG PROGRAM NARRATIVE

PROGRAM TIMELINE:

GOAL/OBJECTIVE	BEGIN DATE	PROJECTED COMPLETEION DATE	AS EVIDENCED BY
Training Attendance and Completion	9/20/21	9/21/21	Certificate of completion
Lesson Plan Development	9/21/21	3/31/21	Department-approved de-escalation training lesson plan
Training Delivery	3/01/22	12/31/22	Attendance rosters and certificates of completion

2021 JAG Disclosure of Pending Applications

The **Surprise Police Department** does not have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

Budget Detail Worksheet

OMB Approval NO.: 1121-0329

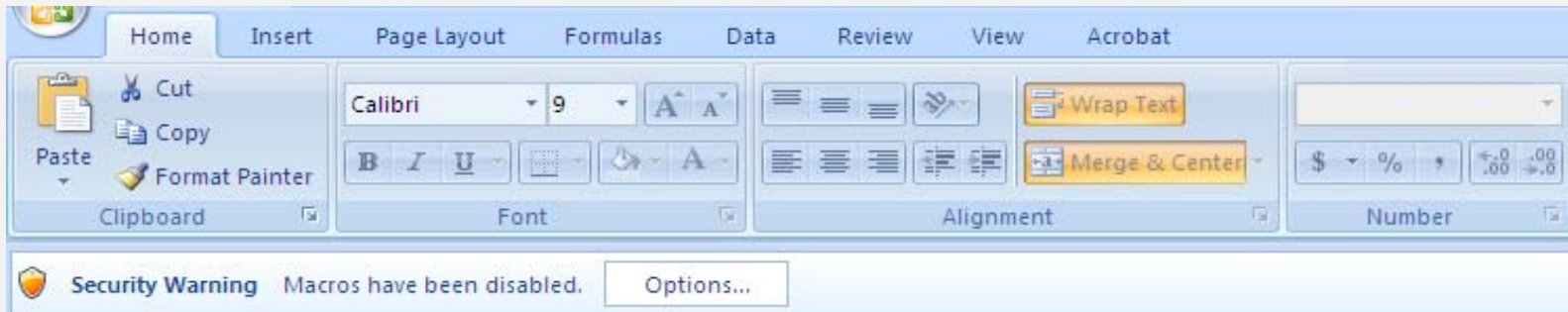
Expires 11/30/2020

For a 508 compliant, accessible version of the Budget Detail Worksheet, use the following link:

<https://ojp.gov/funding/Apply/Forms/BudgetDetailWorksheet/BDW508.pdf>

Worksheet Instructions

Note: This document requires macros be enabled to work properly. Please ensure that macros are enabled before entering any data. You may be able to enable macros by choosing the "Enable this content" option from the Security Warning Ribbon above.



If the ribbon is not visible you may have been prompted to enable macros when you opened the document as pictured here. If you elected to disable macros,



please close the document and reopen it with macros enabled.

Purpose:

The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be left blank. Indicate any non-federal (match) amount in the appropriate category, if applicable.

How to use this Workbook:

The workbook includes several different worksheets. The first worksheet (this one) is an instruction sheet; the next worksheet includes the budget detail worksheet and narrative for year 1. There are duplicates of this worksheet for years 2-5 that can be completed as necessary. The last worksheet is a Budget Summary. It compiles all of the relevant budget information into a single location and should be reviewed for correctness before the workbook is uploaded to the GMS application.

Step by Step Usage:

1. Please read and print this instruction page. It can be used as a reference while completing the rest of the document.
2. For each budget category, you can see a sample by viewing the 'Budget Detail Example Sheet'.
3. The 'Definitions' tab explains terms used in the instructions for the various budget categories.
4. **Record Retention:** In accordance with the requirements set forth in **2 CFR Part 200.333**, all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by each organization for at least three years following the closure of the audit report covering the grant period.
5. The information disclosed in this form is subject to the Freedom of Information Act under U.S.C. 55.2.

Budget Point of Contact Information:

Contact Name:	Last:	Butterbredt	First:	Teresa	Middle:	
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Budget Sheet Instructions

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Definitions	
Budget Category Descriptions:	
<i>Personnel</i>	List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. In the budget narrative, include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. All requested information must be included in the budget detail worksheet and budget narrative.
<i>Fringe Benefits</i>	Fringe benefits should be based on actual known costs or an approved negotiated rate by a Federal agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in the budget category (A) and only for the percentage of time devoted to the project. All requested information must be included in the budget detail worksheet and budget narrative.
<i>Travel</i>	Itemize travel expenses of staff personnel (e.g. staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate whether applicant's formal written travel policy or the Federal Travel Regulations are followed. Note: Travel expenses for consultants should be included in the "Consultant Travel" data fields under the "Subawards (Subgrants)/Procurement Contracts" category.
<i>Equipment</i>	List non-expendable items that are to be purchased (Note: Organization's own capitalization policy for classification of equipment should be used). <u>Expendable</u> items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contracts" data fields under the "Subawards (Subgrants)/Procurement Contracts" category. In the budget narrative, explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. All requested information must be included in the budget detail worksheet and budget narrative.

Budget Sheet Instructions

<i>Supplies</i>	List items by type (office supplies, postage, training materials, copy paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. All requested information must be included in the budget detail worksheet and budget narrative.
<i>Construction</i>	Provide a description of the construction project and an estimate of the costs. Minor repairs or renovations may be allowable and should be classified in the "Other" category. OJP does not currently fund construction programs. Consult with the program office before budgeting funds in this category. All requested information must be included in the budget detail worksheet and budget narrative.
<i>Subawards (Subgrants), Procurement Contracts, & Consultant Fees</i>	Subawards (see "Subaward" definition at 2 CFR 200.92): Provide a description of the Federal award activities proposed to be carried out by any subrecipient and an estimate of the cost (include the cost per subrecipient, to the extent known prior to application submission). For each subrecipient, enter the subrecipient entity name, if known. Please indicate any subaward information included under budget category G. Subawards (Subgrants)/Procurement Contracts by including the label "(subaward)" with each subaward entry. Procurement contracts (see "Contract" definition at 2 CFR 200.22): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant's formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at \$150,000). Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of the DOJ grant-making component's maximum rate for an 8-hour day (currently \$650) require additional justification and prior approval from the respective DOJ grant-making component. All requested information must be included in the budget detail worksheet and budget narrative.
<i>Other Costs</i>	List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent. All requested information must be included in the budget detail worksheet and budget narrative.

Budget Sheet Instructions

<i>Indirect Costs</i>	Indirect costs are allowed only if: a) the applicant has a current, federally approved indirect cost rate; or b) the applicant is eligible to use and elects to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f). (See paragraph D.1.b. in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals for a description of entities that may not elect to use the “de minimis” rate.) An applicant with a current, federally approved indirect cost rate must attach a copy of the rate approval, (a fully-executed, negotiated agreement. If the applicant does not have an approved rate, one can be requested by contacting the applicant’s cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant’s accounting system permits, costs may be allocated in the direct costs categories. (Applicant Indian tribal governments, in particular, should review Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals regarding submission and documentation of indirect cost proposals.) Narrative for any indirect costs should clearly state which direct costs the indirect cost agreement is being applied to. All requested information must be included in the budget detail worksheet and budget narrative. In order to use the “de minimis” indirect rate an applicant would need to attach written documentation to the application that advises DOJ of both the applicant’s eligibility (to use the “de minimis” rate) and its election. If the applicant elects the de minimis method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must be used consistently for all federal awards until such time as the applicant entity chooses to negotiate a federally approved indirect cost rate.
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Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
[\(DOJ Financial Guide, Section 3.10\)](#)

Yes

A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked <i>(# of hours, days, months, years)</i>	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total(s)						\$0	\$0	\$0
Narrative								

B. Fringe Benefits					
Name	Computation				
<i>List each grant-supported position receiving fringe benefits.</i>	<i>Show the basis for computation.</i>				
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Purpose Area #4

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Lodging, Meals, Etc.	Per day, mile, trip, Etc.	Compute the cost of each type of expense X the number of people traveling.						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
Training	Aurora, CO	Other	N/A	\$68.25	1	4	1	\$273		\$273
Training	Aurora, CO	Transportation	Round-trip	\$500.00	1	1	1	\$500		\$500
Training	Auroria, CO	Meals	Day	\$275.12	1	4	1	\$1,101		\$1,101
Training	Auroria, CO	Lodging	Night	\$800.00	1	4	1	\$3,200		\$3,200
Training	Aurora, CO	Transportation	Round-trip	\$800.00	1	4	1	\$3,200		\$3,200
Total(s)								\$8,274	\$0	\$8,274
Narrative										
Select personnel x4 will attend a 2-day instructor-level/train-the-trainer de-escalation course in Aurora, CO presented by Force Science Institute. Airfare travel is estimated to be \$800/person round trip. Baggage fees are anticipated to be approximately \$68.25/bag/person. We are following our written travel policy. Meals/per diem is calculated for a total of 4 days at \$76/day using the standard Federal GSA per diem rate. Travel days are calculated per city policy at .81% based upon time of departure (Day-1 - Begin travel prior to 1:00 PM) and return (Day-4 - End travel after 6:00 PM). Days 2 and 3 are full days and calcaulted at 100%. A rental car to be used for travel to/from the airport and to/from the training site is estimated at \$500 for the duration of the travel (6 days).										

Purpose Area #4

D. Equipment					
Item	Computation				
<i>List and describe each item of equipment that will be purchased</i>	<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Purpose Area #4

E. Supplies					
Supply Items		Computation			
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>			
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Purpose Area #4

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

G. Subawards (Subgrants)								
Description		Purpose	Consultant?					
<i>Provide a description of the activities to be carried out by subrecipients.</i>		<i>Describe the purpose of the subaward (subgrant)</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>					
				Total Cost	Non-Federal Contribution	Federal Request		
						\$0		
Total(s)				\$0	\$0	\$0		
Consultant Travel (if necessary)								
Purpose of Travel	Location	Type of Expense	Computation					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total						\$0	\$0	\$0
Narrative								
H. Procurement Contracts								

Purpose Area #4

Description <i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>		Purpose <i>Describe the purpose of the contract</i>		Consultant? <i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>					
					Total Cost	Non-Federal Contribution	Federal Request		
							\$0		
Total(s)					\$0	\$0	\$0		
Consultant Travel (if necessary)									
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>		Location <i>Indicate the travel destination.</i>		Type of Expense <i>Hotel, airfare, per diem</i>		Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>			
				Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
							\$0		\$0
Total							\$0	\$0	\$0
Narrative									
I. Other Costs									

Purpose Area #4

Description		Computation						
List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).		Show the basis for computation						
		Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
Tuitiion/Registration		4	per person	\$495.00	1	\$1,980	\$0	\$1,980
Total(s)						\$1,980	\$0	\$1,980
Narrative								
Select personnel x4 will attend a 2-day instructor-level/train-the-trainer de-escalation training course in Aurora, CO presented by Force Science Institute.								

J. Indirect Costs						
Description		Computation				
<i>Describe what the approved rate is and how it is applied.</i>		<i>Compute the indirect costs for those portions of the program which allow such costs.</i>				
		Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Budget Detail - Year 2

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
[\(DOJ Financial Guide, Section 3.10\)](#)

A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked <i>(# of hours, days, months, years)</i>	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total(s)						\$0	\$0	\$0
Narrative								

B. Fringe Benefits					
Name	Computation				
<i>List each grant-supported position receiving fringe benefits.</i>	<i>Show the basis for computation.</i>				
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Purpose Area #4

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A					\$0		\$0
Total(s)								\$0	\$0	\$0
Narrative										

Purpose Area #4

D. Equipment					
Item	Computation				
<i>List and describe each item of equipment that will be purchased</i>	<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Purpose Area #4

E. Supplies					
Supply Items		Computation			
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>			
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Purpose Area #4

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

G. Subawards (Subgrants)								
Description	Purpose	Consultant?						
<i>Provide a description of the activities to be carried out by subrecipients.</i>	<i>Describe the purpose of the subaward (subgrant)</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>						
			Total Cost	Non-Federal Contribution	Federal Request			
					\$0			
Total(s)			\$0	\$0	\$0			
Consultant Travel (if necessary)								
Purpose of Travel	Location	Type of Expense	Computation					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total						\$0	\$0	\$0
Narrative								
H. Procurement Contracts								

Purpose Area #4

Description <i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>		Purpose <i>Describe the purpose of the contract</i>		Consultant? <i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>					
					Total Cost	Non-Federal Contribution	Federal Request		
							\$0		
Total(s)					\$0	\$0	\$0		
Consultant Travel (if necessary)									
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>		Location <i>Indicate the travel destination.</i>		Type of Expense <i>Hotel, airfare, per diem</i>		Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>			
				Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
							\$0		\$0
Total							\$0	\$0	\$0
Narrative									
I. Other Costs									

Purpose Area #4

Description		Computation						
<i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>		<i>Show the basis for computation</i>						
		Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total(s)						\$0	\$0	\$0
Narrative								

Purpose Area #4

J. Indirect Costs					
Description <i>Describe what the approved rate is and how it is applied.</i>	Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>				
	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Budget Detail - Year 3

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
[\(DOJ Financial Guide, Section 3.10\)](#)

A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked <i>(# of hours, days, months, years)</i>	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total(s)						\$0	\$0	\$0
Narrative								

B. Fringe Benefits					
Name	Computation				
<i>List each grant-supported position receiving fringe benefits.</i>	<i>Show the basis for computation.</i>				
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Purpose Area #4

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A					\$0		\$0
Total(s)								\$0	\$0	\$0
Narrative										

Purpose Area #4

D. Equipment							
Item	Computation						
<i>List and describe each item of equipment that will be purchased</i>	<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>						
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request		
			\$0		\$0		
Total(s)			\$0	\$0	\$0		
<table border="1" style="width: 100%;"> <tr> <td style="width: 15%;">Narrative</td> <td></td> </tr> </table>						Narrative	
Narrative							

Purpose Area #4

E. Supplies					
Supply Items		Computation			
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>			
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Purpose Area #4

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

G. Subawards (Subgrants)								
Description	Purpose		Consultant?					
<i>Provide a description of the activities to be carried out by subrecipients.</i>	<i>Describe the purpose of the subaward (subgrant)</i>		<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>					
				Total Cost	Non-Federal Contribution	Federal Request		
							\$0	
Total(s)				\$0	\$0	\$0		
Consultant Travel (if necessary)								
Purpose of Travel	Location	Type of Expense	Computation					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total						\$0	\$0	\$0
Narrative								
H. Procurement Contracts								

Purpose Area #4

Description <i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>		Purpose <i>Describe the purpose of the contract</i>		Consultant? <i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>					
					Total Cost	Non-Federal Contribution	Federal Request		
							\$0		
Total(s)					\$0	\$0	\$0		
Consultant Travel (if necessary)									
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>		Location <i>Indicate the travel destination.</i>		Type of Expense <i>Hotel, airfare, per diem</i>		Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>			
				Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
							\$0		\$0
Total							\$0	\$0	\$0
Narrative									
I. Other Costs									

Purpose Area #4

Description		Computation						
<i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>		<i>Show the basis for computation</i>						
		Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total(s)						\$0	\$0	\$0
Narrative								

Purpose Area #4

J. Indirect Costs						
Description		Computation				
Describe what the approved rate is and how it is applied.		Compute the indirect costs for those portions of the program which allow such costs.				
		Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Budget Detail - Year 4

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
[\(DOJ Financial Guide, Section 3.10\)](#)

A. Personnel

Name	Position	Computation						
List each name, if known.	List each position, if known.	Show annual salary rate & amount of time devoted to the project for each name/position.						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total(s)						\$0	\$0	\$0
Narrative								

B. Fringe Benefits					
Name	Computation				
<i>List each grant-supported position receiving fringe benefits.</i>	<i>Show the basis for computation.</i>				
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Purpose Area #4

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A					\$0		\$0
Total(s)								\$0	\$0	\$0
Narrative										

Purpose Area #4

D. Equipment							
Item	Computation						
<i>List and describe each item of equipment that will be purchased</i>	<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>						
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request		
			\$0		\$0		
Total(s)			\$0	\$0	\$0		
<table border="1" style="width: 100%;"> <tr> <td style="width: 15%;">Narrative</td> <td></td> </tr> </table>						Narrative	
Narrative							

Purpose Area #4

E. Supplies					
Supply Items		Computation			
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>			
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Purpose Area #4

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

G. Subawards (Subgrants)								
Description	Purpose		Consultant?					
<i>Provide a description of the activities to be carried out by subrecipients.</i>	<i>Describe the purpose of the subaward (subgrant)</i>		<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>					
				Total Cost	Non-Federal Contribution	Federal Request		
						\$0		
Total(s)				\$0	\$0	\$0		
Consultant Travel (if necessary)								
Purpose of Travel	Location	Type of Expense	Computation					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total						\$0	\$0	\$0
Narrative								
H. Procurement Contracts								

Purpose Area #4

Description <i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>		Purpose <i>Describe the purpose of the contract</i>		Consultant? <i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>					
					Total Cost	Non-Federal Contribution	Federal Request		
							\$0		
Total(s)					\$0	\$0	\$0		
Consultant Travel (if necessary)									
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>		Location <i>Indicate the travel destination.</i>		Type of Expense <i>Hotel, airfare, per diem</i>		Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>			
				Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
							\$0		\$0
Total							\$0	\$0	\$0
Narrative									
I. Other Costs									

Purpose Area #4

Description		Computation						
<i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>		<i>Show the basis for computation</i>						
		Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total(s)						\$0	\$0	\$0
Narrative								

J. Indirect Costs					
Description <i>Describe what the approved rate is and how it is applied.</i>	Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>				
	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Budget Detail - Year 5

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
[\(DOJ Financial Guide, Section 3.10\)](#)

A. Personnel

Name	Position	Computation						
List each name, if known.	List each position, if known.	Show annual salary rate & amount of time devoted to the project for each name/position.						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total(s)						\$0	\$0	\$0
Narrative								

B. Fringe Benefits					
Name	Computation				
<i>List each grant-supported position receiving fringe benefits.</i>	<i>Show the basis for computation.</i>				
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Purpose Area #4

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A					\$0		\$0
Total(s)								\$0	\$0	\$0
Narrative										

Purpose Area #4

D. Equipment					
Item	Computation				
<i>List and describe each item of equipment that will be purchased</i>	<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Purpose Area #4

E. Supplies					
Supply Items		Computation			
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>			
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Purpose Area #4

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

G. Subawards (Subgrants)								
Description	Purpose	Consultant?						
<i>Provide a description of the activities to be carried out by subrecipients.</i>	<i>Describe the purpose of the subaward (subgrant)</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>						
			Total Cost	Non-Federal Contribution	Federal Request			
						\$0		
Total(s)			\$0	\$0	\$0			
Consultant Travel (if necessary)								
Purpose of Travel	Location	Type of Expense	Computation					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
			Total			\$0	\$0	\$0
Narrative								
H. Procurement Contracts								

Purpose Area #4

Description <i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>		Purpose <i>Describe the purpose of the contract</i>		Consultant? <i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>					
					Total Cost	Non-Federal Contribution	Federal Request		
							\$0		
Total(s)					\$0	\$0	\$0		
Consultant Travel (if necessary)									
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>		Location <i>Indicate the travel destination.</i>		Type of Expense <i>Hotel, airfare, per diem</i>		Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>			
				Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
							\$0		\$0
Total							\$0	\$0	\$0
Narrative									
I. Other Costs									

Purpose Area #4

Description		Computation					
<i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>		<i>Show the basis for computation</i>					
	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
Total(s)					\$0	\$0	\$0
Narrative							

Purpose Area #4

J. Indirect Costs						
Description		Computation				
Describe what the approved rate is and how it is applied.		Compute the indirect costs for those portions of the program which allow such costs.				
		Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Budget Summary

Budget Summary											
Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.											
	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$8,274	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,274
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$1,980	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,980
Total Direct Costs	\$10,254	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,254
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$10,254	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,254
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N										Yes	

Budget Detail

EXAMPLE

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
[\(DOJ Financial Guide, Section 3.10\)](#)

A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
John Smith	Executive Director	\$140,000	yearly	1	5%	\$7,000	\$0	\$7,000
Jane Doe	Project Manager	\$90,000	yearly	1	75%	\$67,500	\$0	\$67,500
Alex Jones	Program Assistant	\$22	hourly	1,040	100%	\$22,880	\$0	\$22,880
Total(s)						\$97,380	\$0	\$97,380

Narrative

John Smith, Executive Director, will provide oversight on the entire award providing 5% of this time to the project.
Jane Doe, Project Manager, will manage the project, complete reports, and submit deliverables spending 75% of her time on the project.
Alex Jones, Program Assistant, will provide the project manager assistance where needed spending 1,040 hours on the project.

B. Fringe Benefits					
Name <i>List each grant-supported position receiving fringe benefits.</i>	Computation <i>Show the basis for computation.</i>				
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
John Smith	\$7,000	25.00%	\$1,750	\$0	\$1,750
Jane Doe	\$67,500	25.00%	\$16,875	\$0	\$16,875
Alex Jones	\$22,880	25.00%	\$5,720	\$0	\$5,720
Total(s)			\$24,345	\$0	\$24,345
Narrative					
Our fringe benefits rate is 25% and covers the following items: FICA (7.65%), Worker's comp (1.35%), Health Insurance (11%), Retirement (5%)					

Purpose Area #4

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
Project Manager Training	Reno, NV	Other	N/A	\$50.00	1	1	1	\$50	\$0	\$50
Project Manager Training	Reno, NV	Local Travel	N/A	\$50.00	1	1	1	\$50	\$0	\$50
Project Manager Training	Reno, NV	Transportation	Round-trip	\$600.00	1	1	1	\$600	\$0	\$600
Project Manager Training	Reno, NV	Mileage	Mile	\$0.51	100	1	1	\$51	\$0	\$51
Project Manager Training	Reno, NV	Meals	Day	\$51.00	5.5	1	1	\$281	\$0	\$281
Project Manager Training	Reno, NV	Lodging	Night	\$94.00	5	1	1	\$470	\$0	\$470
Project Manager Field Travel	Various	Mileage	Mile	\$0.51	250	1	20	\$2,550	\$0	\$2,550
Mandatory Orientation Training	Washington, DC	Local Travel	N/A	\$25.00	1	3	1	\$75	\$0	\$75
Mandatory Orientation Training	Washington, DC	Other	N/A	\$50.00	1	3	1	\$150	\$0	\$150
Mandatory Orientation Training	Washington, DC	Transportation	Round-trip	\$500.00	1	3	1	\$1,500	\$0	\$1,500

Purpose Area #4

Mandatory Orientation Training	Washington, DC	Mileage	Mile	\$0.51	100	1	1	\$51	\$0	\$51
Mandatory Orientation Training	Washington, DC	Meals	Day	\$71.00	3.5	3	1	\$746	\$0	\$746
Mandatory Orientation Training	Washington, DC	Lodging	Night	\$224.00	3	3	1	\$2,016	\$0	\$2,016
Total(s)								\$8,590	\$0	\$8,590
Narrative										
Per award guidelines, key memebers must attend orientation training in Washington, DC. WE are following our own written travel policy. Lodging is for 3 nights and meals are budgeted at 3.5 days as the two travel days are computed at .75 days. Mileage to get to the airport and local travel is for taxi to and from the airport. Also baggage fees of \$50 is \$25 each way.										
The project manager will attend trainin in REno, NV. We are following our own written travel policy. Lodging is for 5 nights and meals are budgeted at 5.5 days as the two travel days are computed at .75 days. Mileage to get to the airport and local travel is for taxi to and from the airport. Also, baggage fees of \$50 is for \$25 each way.										
The project manager will use her own vehicle to travel to complete field work with the average trip around 250 miles and an anticipated 20 trips.										

Purpose Area #4

D. Equipment					
Item	Computation				
<i>List and describe each item of equipment that will be purchased</i>	<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
Dell Laptop Computer	1	\$2,547	\$2,547	\$0	\$2,547
Total(s)			\$2,547	\$0	\$2,547
Narrative					
The project manager will need a laptop computer while out in the field and while away at training. We are following our agency's capitalization policy.					

Purpose Area #4

E. Supplies					
Supply Items	Computation				
<i>Provide a list of the types of items to be purchased with grant funds.</i>	<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>				
	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
Printer	1	\$500.00	\$500	\$0	\$500
Locking file cabinet	2	\$1,000.00	\$2,000	\$0	\$2,000
Flatbed scanner	1	\$400.00	\$400	\$0	\$400
General office supplies	12	\$150.00	\$1,800	\$0	\$1,800
Total(s)			\$4,700	\$0	\$4,700
Narrative					
The project manager will need a printer to print reports. A locking file cabinet is needed to keep client information secure. A flatbed scanner is needed to scan various documents collected in the field. General office supplies will be used bt all personnel on this project and include: pens, pencils, paper, binder clips, and other basic supplies. The office supplies are based on 12 months at \$150 per month. This amount was determined based upon other projects of this size that we have completed in the past.					

Purpose Area #4

F. Construction <i>As a rule, construction costs are not allowable. Consult with the program office before budgeting funds in this category.</i>						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

G. Subawards (Subgrants)								
Description	Purpose		Consultant					
<i>Provide a description of the activities to be carried out by subrecipients.</i>	<i>Describe the purpose of the subaward (subgrant)</i>		<i>Is the subaward for a consultant?</i>					
					Total Cost	Non-Federal Contribution	Federal Request	
Conduct field activities in a remote area	Provide services and conduct field work in a remote area included in the project		No		\$25,000	\$0	\$25,000	
Total(s)					\$25,000	\$0	\$25,000	
Consultant Travel (if necessary)								
Purpose of Travel	Location	Type of Expense	Computation					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total						\$0	\$0	\$0
Narrative								
The agency will make a subaward to provide services and conduct field work in a remote area. The \$25,000 was calculated based upon a similar size project completed in the same area.								
H. Procurement Contracts								
Description	Purpose		Consultant					

Purpose Area #4

Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).	Describe the purpose of the contract	Is the contract for a consultant?						
			Total Cost	Non-Federal Contribution	Federal Request			
William Penn, CPA	Accounting Assistance	Yes	\$9,400	\$0	\$9,400			
ABC Company	Survey creation and data entry services from submitted surveys.	No	\$40,000	\$0	\$40,000			
Total(s)			\$49,400	\$0	\$49,400			
Consultant Travel (if necessary)								
Purpose of Travel Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Location Indicate the travel destination.	Type of Expense Hotel, airfare, per diem	Computation Compute the cost of each type of expense X the number of people traveling.					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total						\$0	\$0	\$0
Narrative								
ABC Company will put together online an online survey at the direction of the project manager to reach out to the various sites to determine the needs. In addition a hard copy survey will also be available for thos unable to use the online survey. ABC Company will key in the hard copy surveys. Once the surveys are completed, ABC Company will compile the data for the project manager. William Penn will assist in completing financial reports as well as tracking award expenditures. Mr. Penn's rate is \$47 per hour, and we estimate that Mr. Penn will provide 200 hours of services.								

Purpose Area #4

I. Other Costs							
Description	Computation						
<i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>	<i>Show the basis for computation</i>						
	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
Rent	500	sq feet	2.51	12	\$15,060	\$0	\$15,060
Telephone	1	monthly rate	50	12	\$600	\$0	\$600
Reproduction	500	per copy	0.05	12	\$300	\$0	\$300
Postage	1000	quarterly newsletter	0.5	4	\$2,000	\$0	\$2,000
Total(s)					\$17,960	\$0	\$17,960
Narrative							
Rent is charged at \$2.51 per square foot per month. Telephone is based upon \$50 per month for 12 months. Reproduction is based on 500 copies per month for 12 months. Postage for mailing a quarterly newsletter for 1,000 recipients.							

Purpose Area #4

J. Indirect Costs					
Description <i>Describe what the approved rate is and how it is applied.</i>		Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>			
	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
Indirect Costs	\$121,725	12.54%	\$15,265	\$0	\$15,265
Total(s)			\$15,265	\$0	\$15,265
Narrative					
Indirect costs are based on Federally approved rate of 12.54% on Total Direct Labor (Personnel + Fringe).					

Definitions

Additional information can be found in the DOJ Financial Guide

[DOJ Financial Guide](#)

Term	Definition
Match	Match is the recipient share of the project costs. Match may either be “in-kind” or “cash.” In-kind match includes the value of donated services. Cash match includes actual cash spent by the recipient and must have a cost relationship to the Federal award that is being matched. (Example: Match on administrative costs should be other administrative costs, not other matching on program costs). Sample Non-Federal Match Calculation: Match Calculation: If the match is 25%, the calculation is as follows: Federal Request: \$350,000 Divided by .75 or 75%: \$466,667 Multiplied by match amount .25 or 25% equal required match amount: \$116,667
Approved Negotiated Rate	Approved Negotiated Rate is any current fringe benefits rate approved for the grant recipient by their cognizant Federal agency.
Expendable	An expendable item is any materials that are consumed during the course of the project such as office supplies, program supplies etc. Expendable items are usually considered to be consumed when issued and are not recorded as returnable inventory.
Non-Expendable	A non-expendable item is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization’s own capitalization policy may be used for items costing less than \$5,000).
Renovations	Costs incurred for ordinary rearrangements, alterations and restoration of facilities are considered allowable. Special arrangement and alteration costs incurred specifically for the project are allowable with the prior approval of the awarding agency.
Federal Acquisition Regulations	The Federal Acquisition Regulations are established for the codification and publication of uniform policies and procedures for acquisition by all executive agencies. The Federal Acquisition Regulations System consists of the Federal Acquisition Regulation (FAR), which is the primary document, and agency acquisition regulations that implement or supplement the FAR.
Sole Source	Procurement by noncompetitive proposals is procurement through the solicitation from only one source, or after solicitation of a number of sources, competition is determined inadequate. Grant recipients may make the initial determination that competition is not feasible if one of the following circumstances exists: 1. <i>The item of service is available only from a single source.</i> 2. <i>The public exigency or emergency for the requirement will not permit a delay resulting from a competitive solicitation.</i> 3. <i>After solicitation of a number of sources, competitions is considered inadequate.</i>

Arm-Length Transaction	A transaction in which the buyers and sellers of a product act independently and have no relationship to each other. The concept of an arm's length transaction is to ensure that both parties in the deal are acting in their own self interest and are not subject to any pressure or duress from the other party. Generally, costs of renting facilities are not allowable where one party to the rental agreement is able to control or substantially influence the actions of the other (e.g. organizations under common control through common officers, Directors or members).
Confidential Funds	Confidential funds are those monies allocated to: Purchase of Services (P/S). This category includes travel or transportation of a non- Federal officer or an informant; the lease of an apartment, business front, luxury-type automobiles, aircraft or boat, or similar effects to create or establish the appearance of affluence; and/or meals, beverages, entertainment, and similar expenses (including buy money and flash rolls, etc.) for undercover purposes, within reasonable limits. Purchase of Evidence (P/E). This category is for P/E and/or contraband, such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, and so forth, required to determine the existence of a crime or to establish the identity of a participant in a crime. Purchase of Specific Information (P/I). This category includes the payment of monies to an informant for specific information. All other informant expenses would be classified under P/S and charged accordingly.
Fully Executed Negotiated Agreement	Fully Executed Negotiated Agreement is a signed, approved indirect cost rate agreement which reflects an understanding reached between the grant recipient and the cognizant Federal agency.
Cognizant Federal Agency	The cognizant Federal agency is the Federal agency that generally provides the most Federal financial assistance to the recipient of funds. Cognizance is assigned by the Office of Management and Budget (OMB). Cognizant agency assignments for the largest cities and counties are published in the Federal Register.

2021 Proposed ALLOCATIONS		
	Proposed by Fed	New Allocation Minus 10%
Maricopa County	\$ 79,485	\$ 71,537
Avondale	\$ 21,386	\$ 19,247
Chandler	\$ 49,722	\$ 44,750
Gilbert	\$ 18,989	\$ 17,090
Glendale	\$ 87,458	\$ 78,712
Goodyear	\$ 15,757	\$ 14,181
Mesa	\$ 151,536	\$ 136,382
Peoria	\$ 32,564	\$ 29,308
Phoenix	\$ 981,079	NA
Scottsdale	\$ 33,211	\$ 29,890
Tempe	\$ 72,320	\$ 65,088
Surprise	\$ 11,393	\$ 10,254
TOTAL	\$ 1,554,900	\$ 516,439

* Solicitation allows for up to 10% for administration of the grant.

City of Surprise | Request for Legal Service

Thank you for submitting the following information

RFLS Number	7959	Submitted: 9/14/2021
Requestor's Name	Karen Cich	Ext: 24021
Requestor's Department	Police Department	
Request Title	Pending legal assignment	
Reason for Rush Request		
Description of RFLS	Review agreement and resolution for Council approval	
Vendor Name		
Vendor Address & Phone Number		
Requires Finance Approval?	Yes	
To Council?	Yes, with Resolution - Proposed Meeting Date 10-05-2021	

RESOLUTION # 2021-149

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF PHOENIX, TEMPE, SCOTTSDALE, PEORIA, MESA, GOODYEAR, GLENDALE, COUNTY OF MARICOPA, AND THE TOWN OF GILBERT TO ACCEPT GRANT FUNDING AND AMENDING THE FISCAL YEAR 2022 BUDGET BY MOVING BUDGET AUTHORITY OF \$10,300 FROM CONTINGENCY WITHIN THE GRANTS FUND TO PROJECT G31224 FOR TRAVEL AND TRAINING EXPENSES.

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

WHEREAS, the Edward Byrne Justice Assistance Grant (JAG) Program FY 2022 Local Solicitation (CFDA #: 16.738) annually reallocates grant funds to resolve disparities in compliance with 42 USC § 3755 (d)(3)(4) through the City of Phoenix.

WHEREAS, JAG has awarded the City of Surprise up to \$10,254 in compliance with 42 USC § 3755 (d)(3)(4);

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

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2021 through June 30, 2022.

Section 2. The Intergovernmental Agreements between the City of Surprise and the City of Phoenix is attached as *Exhibit B*, is approved.

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

APPROVED AND ADOPTED this ____ day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2021-149
Exhibit A

1. Appropriation - The allocation below represents a movement of budget authority in the amount of \$10,300 from Contingency within the Grants Fund to the FFY22 JAG project within the Grants Fund to cover instructor-level de-escalation training for four full-time members of the Surprise Police Department. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31224 FFY22 JAG	E	-	10,300	10,300
Grants	Police	#G31224 FFY22 JAG	R	-	10,300	10,300
Grants/Contingency	General Operations	Contingency	E	3,076,600	(10,300)	3,066,300
Grants/Contingency	General Operations	Other	R	3,157,200	(10,300)	3,146,900
Expense Total				3,076,600	-	3,076,600
Revenue Total				3,157,200	-	3,157,200

RESOLUTION # 2021-149

Exhibit B

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *THE CITY OF PHOENIX, ARIZONA*



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Fire Chief Tom Abbott
Surprise Fire Department
14250 West Statler Plaza, Suite 101
Surprise, Arizona 85374

PROJECT REFERENCE:

Contract Number: 2022-AL-037

Total Estimated Costs: \$3,774.00

Purpose of Project: Youth Alcohol Awareness, Related Professional and Outside Services (Banner printing), and Materials and Supplies (Simulator kit, Salvage vehicles)

Dear Fire Chief Abbott:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 21);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Mike Fraizer, City Manager, City of Surprise, as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

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

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-16-2021

Date

Enclosures
AG

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37522300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Surprise Fire Department	GOHS CONTRACT NUMBER: 2022-AL-037	
ADDRESS 14250 W, Statler Plaza, Ste. 101, Surprise, AZ 85274	PROGRAM AREA: 402-AL	
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Jonathan Klidas	
ADDRESS 16000 N. Civic Center Plaza, Surprise, AZ 85374	3. PROJECT TITLE: Youth Alcohol Awareness, Related Professional and Outside Services, and Materials and Supplies (Simulator kit, Salvage vehicles)	
4. GUIDELINES: 402-Alcohol (AL)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, Professional and Outside Services, and Materials and Supplies: Simulator kit, Salvage vehicles to enhance Youth Alcohol Awareness throughout the City of Surprise.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2022	
I. Personnel Services	\$1,440.00	
II. Employee Related Expenses (29.78%)	\$429.00	
III. Professional and Outside Services	\$480.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$1,425.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$3,774.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2022
CURRENT GRANT PERIOD	FROM: 10-01-2021	TO: 09-30-2022
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$3,774.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Organization Size: 184

Total Population in city/town or county served: 141,664

County Served: Maricopa County

Agency Problem/Attempts to Solve Problem:

The COS is home to three high schools within the Dysart Unified School District with a combined student population of approximately 6,910 (DUSD website). As a result of FFY17-FFY21 GOHS grant funding, Surprise Fire has been afforded the opportunity to successfully organize and execute four mock crash events at local high schools. Due to COVID restrictions and school shutdowns, the department was not able to complete a 5th mock crash. Instead the funding was used to purchase digital advertisements to relay the Impaired and distracted driving message.

The Surprise Fire considers it part of their mission to deter and help decrease these numbers of vehicle crashes due to impaired and distracted driving among the City's youth. As you know mock crashes simulate life-like accidents and send a powerful message to the youth of the community to make wise choices when driving. In addition to coordinating and conducting the mock drill, the City will utilize social media to encourage safe, distraction-free, sober driving to the general public. SFMD wants to continue their mission in sending this important message to as many youths as possible within the COS community with a real like-like simulation.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, Professional and Outside Services, and Materials and Supplies: Simulator kit, Salvage vehicles to enhance Youth Alcohol Awareness throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

This grant application is to support the Surprise Fire-Medical Department's "2022 Impaired & Distracted Driving Mock Crash" to be executed at a high school in the City of Surprise within the Dysart Unified School District. Surprise Fire-Medical Department (SFMD) and Surprise Police Department (SPD) personnel along with selected students from the host high school will participate. The purpose of the mock crash is to convey the importance of safe, distraction-free, sober driving. The mock crash will take place in the spring of 2022 to heighten awareness around prom and graduation.

PROJECT MEASURES:**Contract Objectives:**

1. To complete a mock crash at a high school in the City of Surprise within the Dysart Unified School District.
2. To receive impaired & distracted driving pledges from 100% of the students at the host high school.
3. To reach a minimum of 1,000 people with the mock crash video production that will be posted to SFMD's facebook page.
4. To post one impaired/distracted driving fact or article on SFMD's facebook page per quarter and reach a minimum of 300 people.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, Professional and Outside Services, and Materials and Supplies: Simulator kit, Salvage vehicles to enhance Youth Alcohol Awareness throughout the City of Surprise.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.

PLEASE NOTE: Failure to submit Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Fire Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Youth Alcohol Awareness Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Professional and Outside Services - To support/purchase/procure Professional and Outside Services for Youth Alcohol Awareness Activities by purchasing/procuring the following: Banner Printing

Materials and Supplies - To purchase/procure the following Materials and Supplies for DUI/Impaired Driving Enforcement Activities: Simulator kit, Salvage vehicles

PRESS RELEASE:

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

SPECIFIC REQUIREMENTS:**PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –****Requirements for Professional and Outside Services:**

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

Requirements for Public Information and Education Materials:

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

Requirements for Paid Media:

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

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Fire Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

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

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles,

and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1 st Quarterly Report and RCI (October 1 to December 31, 2021)	January 30, 2022
2 nd Quarterly Report and RCI (January 1 to March 31, 2022)	April 20, 2022
3 rd Quarterly Report and RCI (April 1 to June 30, 2022)	July 20, 2022
4 th Quarterly Report and RCI (July 1 to September 30, 2022)	October 15, 2022
Final Statement of Accomplishments	October 15, 2022

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Tom Abbott, Fire Chief, Surprise Fire Department, shall serve as Project Director.

Jonathan Klidas, Battalion Chief, Surprise Fire Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring

	the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$1,440.00
II.	Employee Related Expenses (ERE) (29.78%)	\$429.00
III.	Professional and Outside Services Banner Printing	\$480.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Simulator kit, Salvage vehicles	\$1,425.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$3,774.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Fire Department shall absorb any and all expenditures in excess of \$3,774.00.

CERTIFICATIONS AND AGREEMENTS

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

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

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

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

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

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

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

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

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Tom Abbott, Fire Chief
Surprise Fire Department

***Signature of Authorized Official of
Governmental Unit:***

Michael Frazier, City Manager
City of Surprise

Telephone



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Fire Chief Tom Abbott
Surprise Fire Department
14250 West Statler Plaza, Suite 101
Surprise, Arizona 85374

PROJECT REFERENCE:

Contract Number: 2022-OP-013

Total Estimated Costs: \$9,180.00

Purpose of Project: Occupant Protection Awareness, and
Related Materials and Supplies (Child Safety Seats)

Dear Fire Chief Abbott:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 21);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Mike Fraizer, City Manager, City of Surprise, as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

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

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-16-2021

Date

Enclosures
AG

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37522300004020AZ0

Assistance Listings: 20.600

1. APPLICANT AGENCY Surprise Fire Department	GOHS CONTRACT NUMBER: 2022-OP-013
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ADDRESS
14250 W, Statler Plaza, Ste. 101, Surprise, AZ 85274

PROGRAM AREA:
402-OP

2. GOVERNMENTAL UNIT
City of Surprise

AGENCY CONTACT:
Jonathan Klidas

ADDRESS
16000 N. Civic Center Plaza, Surprise, AZ 85374

3. PROJECT TITLE:
Occupant Protection, and Related Materials
and Supplies (Child Safety Seats)

4. GUIDELINES:
402–Occupant Protection (OP)

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Child Safety Seats to enhance Occupant Protection throughout the City of Surprise.

6. BUDGET COST CATEGORY	Project Period FFY 2022
I. Personnel Services	\$720.00
II. Employee Related Expenses (29.78%)	\$214.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$8,246.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$9,180.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2022
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CURRENT GRANT PERIOD	FROM: 10-01-2021	TO: 09-30-2022
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$9,180.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Organization Size: 184

Total Population in city/town or county served: 141,664

County Served: Maricopa County

Agency Problem/Attempts to Solve Problem:

Child safety car seats make a big difference in the outcome of an injury during crashes. According to ADOT's 2019 Motor Vehicle Crash Facts for the State of Arizona, severity of injury is decreased with the use of a child safety device (online report - table 4-1, page 24). Of the 11,055 incidents using a child safety device, 91% had no injury and the other 9% were either injured or killed. Out of the 144 reported incidents where no child safety device was used only 63% had no injury and the other 47% were either injured or killed.

The Department is now tracking car seat inspections to coincide with the fiscal year so performance metrics match with our budget, rather than by a calendar year as was done in the past. In FY19, SFMD conducted 369 car seat inspections. In FY20, SFMD was able to do 146 inspections before the COVID restrictions shutdown the clinics. Before the end of FY21, the Department expects to see an increase in the number of car seats inspections needed and requests for seats. This grant will help the department be prepared to serve those citizens in a timely manner.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Child Safety Seats to enhance Occupant Protection throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The Surprise Fire-Medical Department (SFMD) is requesting funding to purchase 50 All-In-One car seats and overtime to send car seat technician to complete required CEUs. The All-In-One car seats that department uses, accommodate children ranging from 5-110 lbs. The SFMD will distribute the seats to caregivers at various public events and car seat clinics. By providing car seats for children who would otherwise travel improperly restrained or unrestrained, the SFMD hopes to decrease injury and death to child passengers.

PROJECT MEASURES:**Contract Objectives:**

1. The SFMD's four car seat technicians will complete CEUs in accordance with the National CPS Certification Policies & Procedures to maintain certifications.
2. The SFMD will host one to three car seat clinics per month to install and check car seats for the public. Grant funded seats will be distributed as appropriate.
3. The SFMD will participate in one to two larger safety events to promote car seat safety. Grant funded seats will be distributed as appropriate.
4. The SFMD will post two car seat tips/facts on their social media pages per quarter and achieve a minimum of 1,000 people reached per post.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Child Safety Seats to enhance Occupant Protection throughout the City of Surprise.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Occupant Protection Program goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program goal is to improve the use of seatbelts and child safety seats to reduce the number of fatalities and injuries due to vehicular crashes throughout the State of Arizona.

MEDIA RELEASE:

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

PLEASE NOTE: Failure to submit Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Fire Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Occupant Protection Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Materials and Supplies - To purchase/procure the following Materials and Supplies for Occupant Protection Activities: Child Safety Seats

PRESS RELEASE:

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

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Fire Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

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

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2021)	January 30, 2022
2nd Quarterly Report and RCI (January 1 to March 31, 2022)	April 20, 2022
3rd Quarterly Report and RCI (April 1 to June 30, 2022)	July 20, 2022
4th Quarterly Report and RCI (July 1 to September 30, 2022)	October 15, 2022
Final Statement of Accomplishments	October 15, 2022

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Tom Abbott, Fire Chief, Surprise Fire Department, shall serve as Project Director.

Jonathan Klidas, Battalion Chief, Surprise Fire Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$720.00
II.	Employee Related Expenses (ERE) (29.78%)	\$214.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Child Safety Seats	\$8,246.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$9,180.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Fire Department shall absorb any and all expenditures in excess of \$9,180.00.

CERTIFICATIONS AND AGREEMENTS

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

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

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

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

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

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

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

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

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Tom Abbott, Fire Chief
Surprise Fire Department

Date

Telephone***Signature of Authorized Official of
Governmental Unit:***

Michael Frazier, City Manager
City of Surprise

Date

Telephone

RESOLUTION # 2021-152

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF TWO GRANTS FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND AMENDING THE FISCAL YEAR 2022 BUDGET BY MOVING BUDGET AUTHORITY OF \$13,400 FROM GRANTS CONTINGENCY TO TWO PROJECTS WITHIN THE GRANTS FUND.

WHEREAS, the Governor's Office of Highway Safety has awarded the City of Surprise, acting through its Fire-Medical Department, a FFY2022 Youth Alcohol Awareness grant in the amount of \$3,774 in support of the FY2022 Surprise Fire-Medical Department Impaired and Distracted Driving Campaign;

WHEREAS, the Governor's Office of Highway Safety has awarded the City of Surprise, acting through its Fire-Medical Department, a FFY2022 Occupant Protection grant in the amount of \$9,180 in support of the FY2022 Surprise Fire-Medical Department Car Seat Program;

WHEREAS, the City desires to accept the grant funding from the Governor's Office of Highway Safety in the above amounts totaling \$12,954;

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2021 through June 30, 2022.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

APPROVED AND ADOPTED this ____ day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2021-152**Exhibit A**

1. Appropriation- The allocation below represents a movement of budget authority in the amount of \$4,000 from within the Grants/Contingency Fund to project G34124 and \$9,400 from within the Grants/Contingency Fund to project G34134 to cover expenses associated with the acceptance of two grants from the Governor's Office of Highway Safety. The awarded grants will support the Fire-Medical Department's car seat program and FY2022 Impaired and Distracted Driving Campaign. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Fire - Medical	#G34124 FFY22 GOHS DUI	R	-	4,000	4,000
Grants	Fire - Medical	#G34134 FFY22 GOHS Occupant Protection	R	-	9,400	9,400
Grants/ Contingency	General Operations	Other	R	3,157,200	(13,400)	3,143,800
Grants	Fire - Medical	#G34124 FFY22 GOHS DUI	E	-	4,000	4,000
Grants	Fire - Medical	#G34134 FFY22 GOHS Occupant Protection	E	-	9,400	9,400
Grants/ Contingency	General Operations	Contingency	E	3,076,600	(13,400)	3,063,200
Expense Total				6,233,800	-	6,233,800
Revenue Total				6,233,800	-	6,233,800



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 5, 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:

Consideration and action pertaining to approval of a Comprehensive Sign Program for The Marketplace at Asante, located on the northwest corner of 163rd Avenue and Pat Tillman Boulevard; Case FS21-391.

Motion:

I move to approve the Comprehensive Sign Program for The Marketplace at Asante subject to stipulations 'a' and 'b' as memorialized in the Staff Report.

Background:

Bootz and Duke Sign Co., on behalf of the property owner, requests approval of a Comprehensive Sign Program to establish unique sign requirements for the Marketplace at Asante. On September 2, 2021, the Planning and Zoning Commission passed a motion to recommend approval of the Comprehensive Sign Program (CSP) case FS21-391, to the Mayor and City Council.

Objective Analysis:

The proposed CSP for the Marketplace at Asante is to provide signage design requirements that are appropriate to the character of the development. The proposed CSP contains several different components that have guidelines for the different types of signs within the commercial center.

Policy Compliant:

The requested CSP is consistent with the Surprise Land Development Ordinance and advances the goals and policies of the General Plan.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS21-391 - The Marketplace at Asante CSP - Staff Report - CC
 2. 01 - FS21-391 - The Marketplace at Asante CSP - Vicinity Map
 3. 02 - FS21-391 - The Marketplace at Asante CSP - Zoning Map
 4. 03 - FS21-391 - The Marketplace at Asante CSP - CSP Narrative
 5. 04 - FS21-391 - The Marketplace at Asante CSP - Affidavit of Posting
 6. 05 - FS21-391 - The Marketplace at Asante CSP - Citizen Participation Report_Redacted
 7. FS21-391 - The Marketplace at Asante CSP - PowerPoint
-

Comprehensive Sign Program

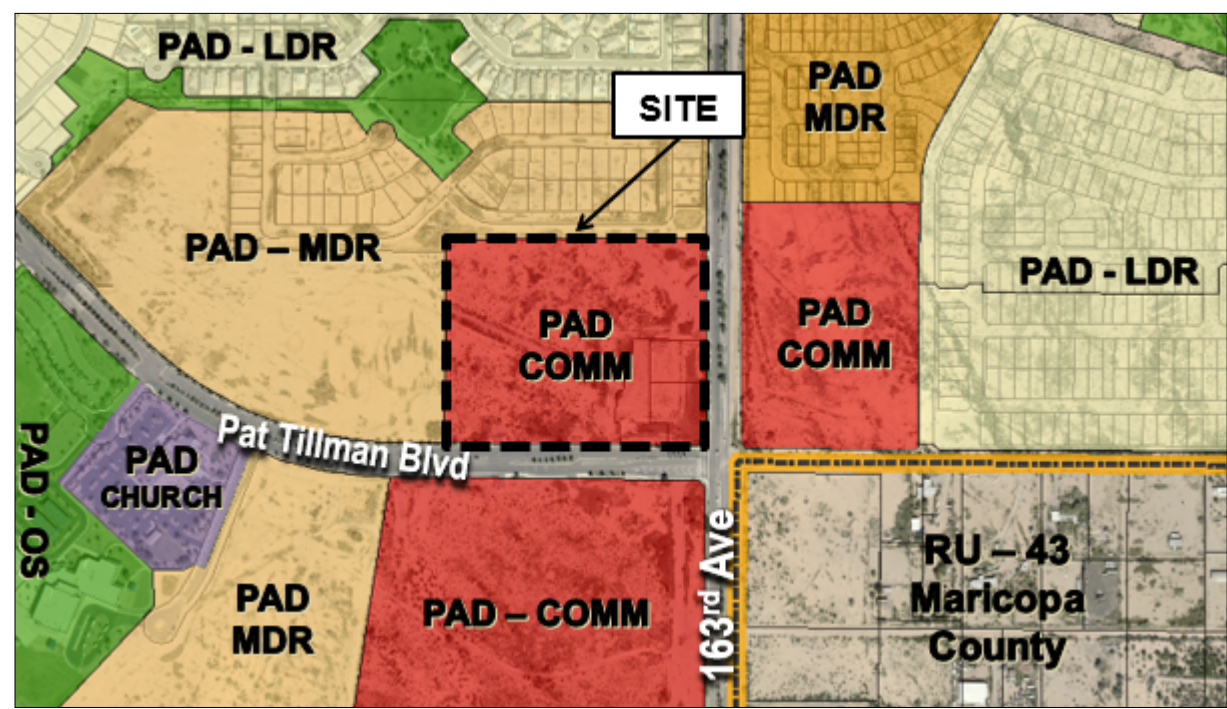
REPORT TO THE CITY COUNCIL

1 **Case:** **FS21-391**
2
3 **Project Name:** The Marketplace at Asante – Comprehensive Sign Program
4
5 **Council District:** 1 – Acacia
6
7 **Planning and Zoning**
8 **Commission Date:** September 2, 2021
9
10 **City Council Date:** **October 5, 2021**
11
12 **Planner:** Sergio Angulo, Planner II
13
14
15 **Owner:** Smiths Food & Drug Centers Inc. & Barclay Holdings C LLC
16
17 **Applicant:** Bootz and Duke Sign Company
18
19 **Request:** Comprehensive Sign Program for The Marketplace at Asante
20
21 **Site Location:** Northwest corner of 163rd Avenue and Pat Tillman Boulevard
22
23 **Site Size:** 19 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 **Commission**
32 **Recommendation:** The Planning and Zoning Commission passed a motion to recommend
33 **Approval** of this Comprehensive Sign Program to the Mayor and City
34 Council, subject to stipulations ‘a’ and ‘b’

35 **Project Description:**
36

Bootz and Duke Sign Company, on behalf of Smiths Food & Drug Centers Inc. & Barclay Holdings C LLC, requests a Comprehensive Sign Program (CSP) for the Marketplace at Asante project located at the northwest corner of 163rd Avenue and Pat Tillman Boulevard.

EXISTING ZONING



PAD – MDR	PAD – MDR	PAD – Commercial
PAD – MDR	PAD – Commercial	PAD – Commercial
PAD – Commercial	PAD – Commercial	Maricopa County RU-43

History:

November 3, 1988: The subject property was annexed into the City of Surprise by the Mayor and City Council.

November 24, 2004: The Mayor and City Council approved the Asante Planned Area Development.

April 29, 2021: Staff met with the applicant to discuss the project during a regularly scheduled Concept Review meeting under CR21-157.

May 20, 2021: The Planning and Zoning Commission approved a Conditional Use Permit for the Fry’s at Asante project case FS20-712.

June 1, 2021: The Mayor and City Council approved the Re-Plat of Lot 1 through 7 of Surprise Spectrum for the Fry's at Asante project case FS20-712.

July 7, 2021: The applicant held a Neighborhood Outreach Meeting, which was properly advertised. Residents from the vicinity attended the meeting to learn about the project and voice their concerns. Attached you will find a copy of the Citizen Participation Report.

September 2, 2021: The Planning and Zoning Commission passed a motion to recommend **Approval** of this Comprehensive Sign Program to the Mayor and City Council, subject to stipulations 'a' and 'b'. During the hearing, Commissioners commented that their preference is for signage to follow current sign standards. The applicant responded explaining that it is common practice for commercial centers to implement Comprehensive Sign Programs to establish a cohesive design for the signage onsite.

Citizen Outreach:

The applicant held a Neighborhood Outreach Meeting on July 7, 2021. The request was posted and advertised in accordance with city code and state statute. Residents in attendance had questions regarding the commercial development, but there were no questions regarding the proposed CSP. There is no known opposition to the CSP request.

Discussion:

The purpose of the proposed CSP for the Marketplace at Asante is to provide signage design requirements that are appropriate to the character of the development. The proposed CSP contains several different components that have guidelines for the different types of signs within the commercial center.

This CSP proposes the following signage and requirements for the Marketplace at Asante:

Two (2) major monument signs; one (1) along 163rd Avenue and one (1) along Pat Tillman Boulevard. These signs will be double-sided and 15' tall and allow a total of 86 square feet of sign area on each face of the sign. Section 109-1.9.C.5 of the Land Development Ordinance (LDO) allows major monument signs to have a height up to 17' and a total sign area of 120 square feet. This proposed sign type will be 2' shorter and will have 34 sq. ft. of signage area less than what is allowed by the LDO.

Two (2) secondary monument signs; one (1) along 163rd Avenue and one (1) along Pat Tillman Boulevard. These signs will also be double-sided, 12' tall and allow a total of 57.5 square feet of sign area on each face of the sign. Section 109-1.9.C.4 of the LDO allows minor monument signs to have a height up to 8' and a total sign area of 32 square feet. This proposed sign type will be 4' taller and will have 25.5 sq. ft. of signage area greater than what is allowed by the LDO.

One (1) directory sign is proposed at the main entrance along 163rd Avenue. This CSP allows for additional directory signs as needed. The directory signs will be double-sided, 6' tall and allow a total of 12 square feet of sign area on each face of the sign. Section 109-1.9.C.3 of the LDO allows minor monument signs to have a height up to 8' and a total sign area of 32 square feet. This proposed sign type will be 2' shorter and will have 20 sq. ft. of signage area less than what is allowed by the LDO.

The proposed directional signs will consist of 1' tall by 3' wide sign panels that are set into a monument structure for an overall height of 3' and a total of three (3) square feet of sign copy per corner. The directional signs will be dispersed within the development as needed. The proposed directional signs exceed the height requirement (2' 6") of Section 109-1.9.C.2 of the LDO but provides less sign area than the six (6) square feet allowed by the LDO for this sign type. The proposed directional sign design will be 6" taller and will have 3 sq. ft. of signage area less than what is allowed by the LDO.

This CSP will allow two (2) menu boards per business. Menu boards will be 8' tall and allow for 36 square feet of sign area. Section 109-1.9.C.3 of the LDO allows minor monument signs to have a height up to 8' and a total sign area of 50 square feet. The proposed height of the menu boards will be the same as what is allowed in the LDO and will have 14 sq. ft. of signage area less than what is allowed by the LDO.

Window signage will be limited to no more than 25 percent of the window on which it is displayed. Section 109-1.9.B.7 of the LDO allows window signage to cover up to 40 percent of the windowpane. This proposed sign type also falls within the guidelines of the LDO.

Per this proposed CSP, wall signage will be limited to two (2) square feet of sign area per one (1) linear foot of business frontage, while all other sides of the buildings will be allowed one and one half (1.5) square feet of sign area per each linear foot of leased space. No tenant sign will exceed 80 percent of the leased frontage. This CSP prohibits wall signs along the north side of the buildings to avoid any lighting glare spills to the residential lots to the north. Section 109-1.9.B.1 of the LDO limits the signage area for wall signs to one and one-half (1.5) square feet per one (1) linear foot of building elevation on which the sign is mounted. This proposed frontage wall sign area exceeds the requirements of the LDO by a half (0.5) square per linear foot of building elevation; however the signs on the sides of the building are consistent with the requirements of the LDO.

This CSP also include signage requirements for the fuel canopy, which meet the current requirements of the LDO.

Summary:

Staff believes the proposed Comprehensive Sign Program (CSP) provides a mechanism whereby the applicant has created signage that is consistent with the design of the Marketplace at Asante project. The proposed signage meets the requirements of Section 109-1.15 with respect to Comprehensive Sign Programs and does not introduce a sign type that is otherwise prohibited.

Section 109-1.15.D of the LDO requires a CSP to demonstrate that:

1. The proposed signage represents a material improvement over what is otherwise permitted in chapter 109 of the Surprise Municipal Code,
2. The proposed signage is appropriate to the character of the development covered by the comprehensive sign program,
3. The proposed signage is appropriate to the neighborhood in which the property is located, and
4. The comprehensive sign program creates a cohesive aesthetic that will apply to all signage covered by the comprehensive sign program within the specific geographic area covered by the comprehensive sign program.

This CSP establishes a unique and cohesive sign design prepared specifically for the Marketplace at Asante using materials and colors to match the approved design of the buildings onsite and allows the businesses onsite the opportunity to effectively advertise their location.

Findings:

- The proposed Comprehensive Sign Program is consistent with the Surprise General Plan 2035.
- The proposed signs may be approved through a Comprehensive Sign Program.
- The reviewing agencies have indicated no objections to the request.

Recommendation:

Based on the findings noted above, the Commission passed a motion to recommend **approval** of case **FS21-391** to the City Council subject to stipulations 'a' and 'b' as follows:

- a. Development and use of the site shall be consistent with the Comprehensive Sign Program entitled "Comprehensive Sign Plan The Marketplace at Asante" prepared by Bootz and Duke Signs dated July 8, 2021.
- b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

However, should the City Council wish to deny the request, the City Council should make its own findings and base its decision on those alternative findings.

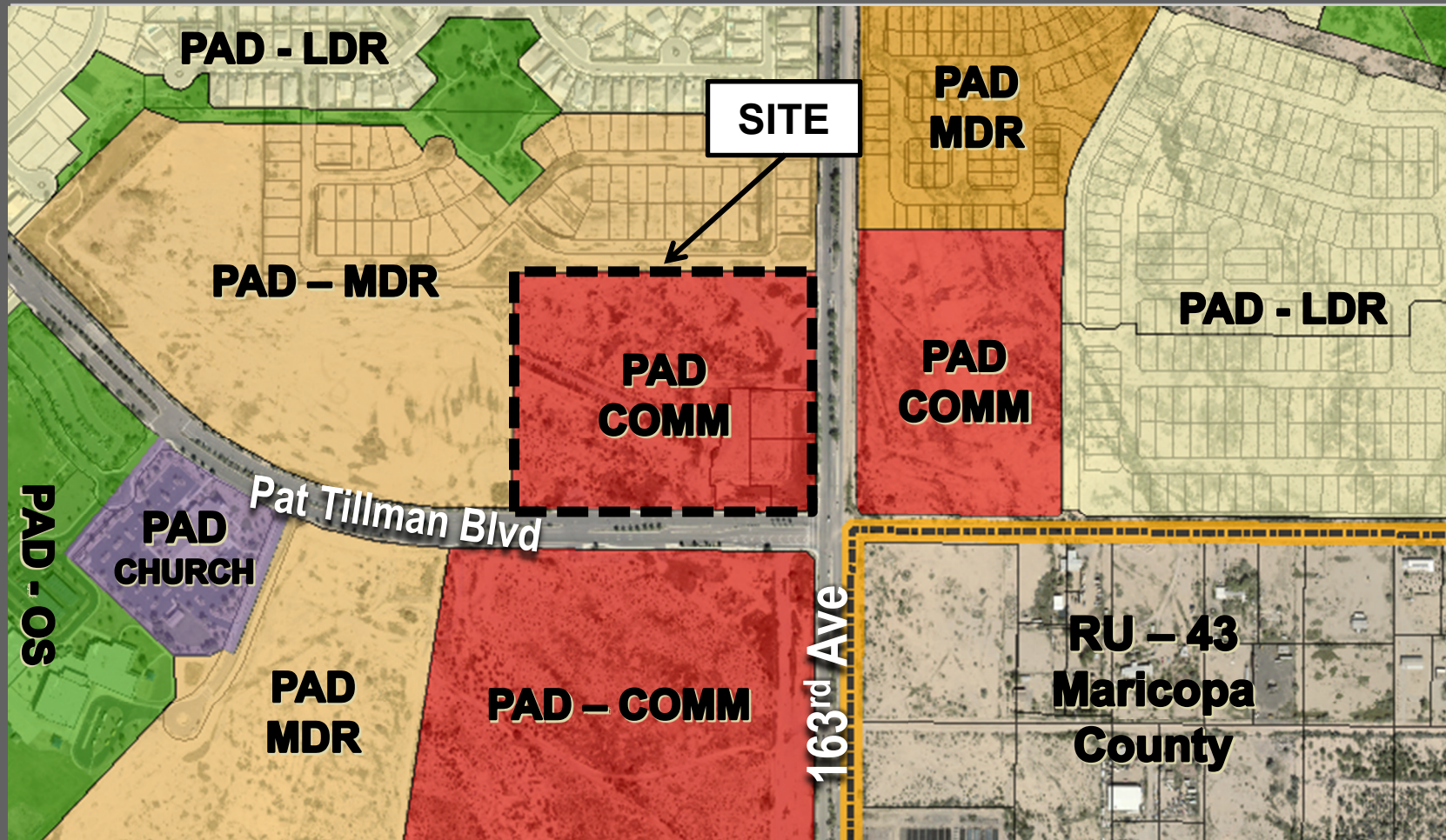
Attachments:

City Council
October 5, 2021
FS21-391
Page 5 of 6

- 180
- 181 01 Vicinity Map
- 182 02 Zoning Map
- 183 03 CSP Narrative
- 184 04 Affidavit of Site Posting
- 185 05 Citizen Participation Report



VICINITY MAP



ZONING

Comprehensive Sign Plan

The Marketplace at Asante

NWC 163rd Ave and N. Pat Tilman
Surprise, AZ

July 8th, 2021

Prepared by:



Address: 2831 W. Weldon Ave. | Phoenix, AZ 85017
Phone: 602-272-9356 | Fax: 602-272-4608
www.bootzandduke.com

COMPREHENSIVE SIGN PACKAGE
THE MARKETPLACE AT ASANTE
SURPRISE, ARIZONA

I. INTRODUCTION

The intent of this comprehensive sign package is to establish and maintain a continuity of quality and aesthetics throughout The Marketplace at Asante for the mutual benefit of all Tenants.

II. GENERAL REQUIREMENTS

- A. Each Tenant (or representative) shall submit two (2) sets of scale drawings of proposed signage for approval by the Property Owner indicating the location, size, layout, design, color and method of attachment. Upon the Property Owner approval, a signed copy will be returned.
- B. All signs shall be constructed and installed at Tenant's sole expense.
- C. All signs shall be reviewed for conformance with these criteria and overall design quality. Approval or disapproval of sign submittals based on aesthetics of design shall remain the sole right of the Property Owner.
- D. Signs installed without written approval from the Property Owner may be subject to removal repairs to sign band or removal of signage resulting from unapproved installations.
- E. Tenant and his sign contractor shall repair any damage caused during installation or removal of any signage.
- F. No window signs are permitted without written approval from the Property Owner. Window signs, if permitted shall not exceed 25% of the window on which it is displayed.
- G. A fixed balloon used as a sign, portable signs, posters, banners or flags are **prohibited per section 109-1.7.F of the Surprise Land Development Ordinance (LDO)**.
- H. Tenant shall be responsible for obtaining all sign permits from the City of Surprise, prior to the installation of any signage.
- I. All sign companies contracted by Tenant must carry workman's compensation and public liability insurance against all damage suffered or done to any and all persons and/or property while engaged in the construction or erection of signs in the amount of one million and no/100 dollars (\$1,000,000.00) per occurrence.
- J. **Unless modified by this Comprehensive Sign Plan, signs shall comply with the requirements of the City of Surprise sign code.**

III. SPECIFIC TENANT RESPONSIBILITIES

- A. Each tenant shall, at their own expense, install and maintain their own identification sign in accordance with specifications noted herein. Should Tenant's sign require maintenance or repair, the Property Owner shall give Tenant thirty (30) days written notice to perform said maintenance or repair. Should Tenant fail to perform, the Property Owner shall undertake repairs and Tenant shall reimburse the Property Owner within ten (10) days from receipt of invoice.

IV. CONSTRUCTION REQUIREMENTS FOR BUILDING MOUNTED SIGNAGE

- A. All fasteners shall be made of aluminum.
- B. No labels shall be permitted on the exposed surface of signs, except those required by ordinance.
- C. No exposed tubing, conduit, crossovers or conductors will be allowed. All wiring, transformers, and other electrical components or parts shall be concealed. No exposed raceways will be allowed. Unless channel or reverse pan channel letters are mounted on structural beam, raceways to be painted the color of the beam.
- D. All electrical signs shall bear the UL label, conform to 2000 IBC standards, and conform to 1999 National Electrical Code Standards or newer.

V. BUILDING SIGNAGE DESIGN REQUIREMENTS FOR MAJOR TENANT

Major Tenant shall be defined as a Tenant occupying 50,000 square feet of leased floor space or greater. Identification signs shall be designed as an integral part of the building fascia in a manner complimentary to adjacent and facing building fronts. Major Tenant will be allowed a maximum of two (2) square feet of signage for each lineal foot of leased frontage on the main fascia, one and a half (1.5) square feet of signage for each lineal foot of side elevation on each building elevation up to a maximum of 600 square feet of aggregate sign area for all building elevations. In no case shall a Major Tenant's sign exceed 80% of the height of the sign band or wall to which the sign is attached, and no tenant sign shall exceed 80% of the length of the leased frontage or 80% of the length of the sign band or wall to which the sign is attached, whichever is less.

VI. BUILDING SIGNAGE DESIGN REQUIREMENTS FOR PAD TENANTS

Pad Tenant shall be defined as a Tenant occupying a single use building signs Identification shall be designed as an integral part of the building fascia in a manne complimentary to adjacent and facing building fronts. Each tenant will be allowed a maximum of two (2) square feet of signage for each lineal foot of leased frontage on the main fascia, one and a half (1.5) square feet of signage for each lineal foot of side elevation on each building elevation up to a maximum of 500 sq.ft. aggregate sign area for all building elevations. Regardless of frontage, in no case shall tenant's sign exceed 80% of the height of the sign band or wall to which the sign is attached, and no tenant sign shall exceed 80% of the length of the leased frontage or 80% of the length of the sign band or wall to which the sign is attached, whichever is less.

VII. BUILDING SIGNAGE DESIGN REQUIREMENTS FOR MINOR TENANTS

An Minor Tenant shall be defined as a Tenant occupying less than 50,000 square feet of leased floor space and located in a multiple user building. Identification signs shall be designed as an integral part of the building fascia in a manner complimentary to adjacent and facing building fronts. Each tenant will be allowed a maximum of two (2) square feet of signage for each lineal foot of leased frontage on the main fascia, one and a half (1.5) square feet of signage for each lineal foot of side elevation on each building elevation up to a maximum maximum of 500 sq.ft. aggregate sign area for all building elevations. Minor Tenants with only two frontages may erect up to two building mounted signs. In no case shall tenant's sign exceed 80% of the height of the sign band or wall to which the sign is attached, and no tenant sign shall exceed 80% of the length of the leased frontage or 80% of the length of the sign band or wall to which the sign is attached, whichever is less.

VIII. BUILDING MOUNTED SIGNAGE CONSTRUCTION REQUIREMENTS

All building mounted signs shall be defined as pan channel or reverse pan channel internally illuminated letters. Final approval of any building mounted sign is at the sole discretion of the Landlord and must be permitted by the City of Surprise.

Pan Channel Internally Illuminated Letter Specifications:

- Aluminum construction with minimum .063 backs and .040 returns
- 3-8" deep returns painted acrylic polyurethane or equivalent
- Minimum 3/4" trimcap
- 3/16" translucent acrylic faces - Colors are open for corporate ID
- 3/16" white plex with translucent vinyl overlay allowd achieve custom colors
- Formed sign faces are also acceptable
- No clear plex or clear lexan faces will be acceptable
- Internal illumination with neon or LED fixtures
- Neon signs shall use UL approved electrobit housings and 30ma GFI transformers
- LED signs shall use UL approved components throughout
- Landlord can approve modifications for return depth and trimcap size

Reverse Pan Channel Internally Illuminated Letter Specifications:

- Aluminum construction with minimum .063 faces and .040 returns
- 2-5" deep returns painted Akzo Nobel acrylic polyurethane or equivalent
- 3/16" clear Lexan backs on all letters
- No clear plex or clear lexan faces will be acceptable
- Internal illumination with neon or LED fixtures
- Neon signs shall use UL approved electrobit housings and 30ma GFI transformers
- LED signs shall use UL approved components throughout
- Landlord can approve modifications for return depth

IX. FREESTANDING MULTI-TENANT MONUMENT SIGN DESIGN REQUIREMENTS

There will be four types of freestanding multi-tenant identification signs. All project identification signs shall be constructed as per the attached approved details. Individual tenant panel design and location must be approved through the Landlord in writing.

Major Monument Sign - M1 & M2

- 15'-0" high double face internally illuminated Two (2) multi-tenant monument sign

Secondary Monument Sign - M3 & M4

- 12'-0" high double face internally illuminated Two (2) monument sign

Directory Sign - D1

- 6'-0" high double face internally illuminated as needed.

Directional Sign - D2 & D3

- 3'-0" high double face internally illuminated as needed.

Menu Boards - TBD

- Multiple Menu Boards are permitted Two (2) per business
- Each sign area not to exceed 36 sq. ft. and 8ft. in height

Sign Consultant: Andy Gibson
Bootz & Duke Sign Co. • 2831 W. Weldon Ave. | Phoenix, AZ 85017
Phone: 602-272-9356 • Fax: 602-272-4608 • andy@bootzandduke.com

SIGN	QUANTITY	LOCATION	MAX HEIGHT	ALLOWED SIGN AREA	MATERIALS	ILLUMINATION	CURRENT LDO REQUIREMENTS
BUILDING SIGNAGE	TBD	Over Suite Unless Approved by Landlord	80% of the Height and Width of the Sign Band	2 sq.ft. per Linear Foot of Main Elevation and 1.5 sq.ft. per Linear Foot Secondary Elevation	Aluminum Acrylic LED Lights	Yes	1.5 Sq. Ft. Per Liner Ft.
FUEL CENTER CANOPY SIGNAGE	Not to Exceed 10% of Canopy Length	Canopy Fascia	Not to Exceed 80% of Height	10% of Canopy Length	Aluminum Acrylic LED Lights	Yes	Meets Code
MAJOR MONUMENT SIGN (5 Tenants)	Two (2) Double Faced	Designated on Site Map	15'-0" Above Grade	86.00 Sq. Ft.	Aluminum Steel Acrylic Concrete	Yes	Max Height: 17'-0" Allowed Sign Area: 120 Sq. Ft.
SECONDARY MONUMENT SIGN (6 Tenants)	Two (2) Double Faced	Designated on Site Map	12'-0" Above Grade	57.50 Sq. Ft.	Aluminum Steel Acrylic Concrete	Yes	Max Height: 8'-0" Allowed Sign Area: 32 Sq. Ft.
DIRECTIONAL SIGN	TBD as Needed Single and Double Faced	Designated on Site Map	3'-0" Above Grade	3.00 Sq. Ft.	Aluminum Steel Acrylic Concrete	Yes	Max Height: 2'-6" Allowed Sign Area: 6 Sq. Ft.
DIRECTORY SIGN	TBD as Needed Single and Double Faced	Designated on Site Map	6'-0" Above Grade	12.00 Sq. Ft.	Aluminum Steel Acrylic Concrete	Yes	Max Height: 6'-0" Allowed Sign Area: 12 Sq. Ft.
MENU BOARDS	Two (2) Per Business Single Faced	Designated on Site Map	8'-0" Above Grade to Top of Sign	36.00 Sq. Ft.	Aluminum Steel Acrylic Concrete	Yes	Max Height: 8'-0" Allowed Sign Area: 50 Sq. Ft.

LOT 1

A portion of Surprise Spectrum as shown on final plat recorded in Book 969, Page 17, Maricopa County Records, lying within the southeast quarter of Section 12, Township 4 North, Range 2 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said Section 12, a brass cap flush, from which the east quarter corner of Section 12, a brass cap flush, bears North 00°45'18" East (Basis of Bearing), a distance of 2633.98 feet;

Thence along the east line of the southeast quarter of said Section 12, North 00°45'18" East, a distance of 883.18 feet;

Thence leaving said east line, North 90°00'00" West, a distance of 67.51 feet, to the westerly right-of-way line of 163rd Avenue and the **Point of Beginning**;

Thence along said westerly right-of-way line, South 00°45'18" West, a distance of 75.58 feet;

Thence leaving said westerly right-of-way line, North 89°08'07" West, a distance of 240.73 feet;

Thence South 00°51'53" West, a distance of 162.54 feet;

Thence North 89°08'07" West, a distance of 97.08 feet;

Thence South 00°50'55" West, a distance of 24.04 feet;

Thence North 89°08'07" West, a distance of 18.17 feet;

Thence South 00°51'53" West, a distance of 486.01 feet;

Thence North 89°08'07" West, a distance of 17.36 feet;

Thence South 00°51'53" West, a distance of 66.49 feet, to the northerly right-of-way line of W Pat Tillman Boulevard;

Thence along said northerly right-of-way, North 89°08'07" West, a distance of 652.39 feet, to the westerly line of said Surprise Spectrum;

Thence leaving said northerly right-of-way line, along said westerly line, North 00°51'53" East, a distance of 799.18 feet, to the northerly line of said Surprise Spectrum;

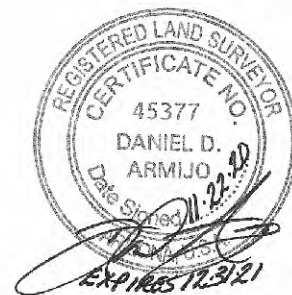
Thence leaving said westerly line, along said northerly line, North 90°00'00" East, a distance of 1025.71 feet, to the **Point of Beginning**.

Containing 582,598 Square Feet or 13.37 Acres more or less.
Subject to easements, restrictions and rights of way of record.



P.O. Box 2170, Chandler, AZ 85244
Daniel D. Armijo, RLS (480) 244-7630
Brian D. Warren, LSIT (480) 243-4287

November 22, 2020
AWLS #20-065



LOT 2

A portion of Surprise Spectrum as shown on final plat recorded in Book 969, Page 17, Maricopa County Records, lying within the southeast quarter of Section 12, Township 4 North, Range 2 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said Section 12, a brass cap flush, from which the east quarter corner of Section 12, a brass cap flush, bears North 00°45'18" East (Basis of Bearing), a distance of 2633.98 feet;

Thence along the east line of the southeast quarter of said Section 12, North 00°45'18" East, a distance of 806.71 feet;

Thence leaving said east line, North 89°14'42" West, a distance of 67.50 feet, to the westerly right-of-way line of 163rd Avenue and the **Point of Beginning**;

Thence along said westerly right-of-way line, South 00°45'18" West, a distance of 162.54 feet;

Thence leaving said westerly right-of-way line, North 89°08'07" West, a distance of 241.05 feet;

Thence North 00°51'53" East, a distance of 162.54 feet;

Thence South 89°08'07" East, a distance of 240.73 feet, to the **Point of Beginning**.

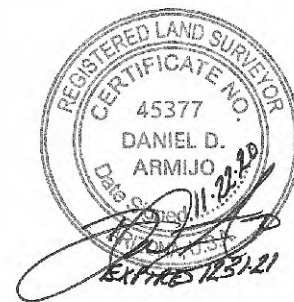
Containing 39,155 Square Feet or 0.90 Acres more or less.

Subject to easements, restrictions and rights of way of record.



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November 22, 2020
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LOT 3

A portion of Surprise Spectrum as shown on final plat recorded in Book 969, Page 17, Maricopa County Records, lying within the southeast quarter of Section 12, Township 4 North, Range 2 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said Section 12, a brass cap flush, from which the east quarter corner of Section 12, a brass cap flush, bears North 00°45'18" East (Basis of Bearing), a distance of 2633.98 feet;

Thence along the east line of the southeast quarter of said Section 12, North 00°45'18" East, a distance of 644.17 feet;

Thence leaving said east line, North 89°14'42" West, a distance of 67.50 feet, to the westerly right-of-way line of 163rd Avenue and the **Point of Beginning**;

Thence along said westerly right-of-way line, South 00°45'18" West, a distance of 164.02 feet;

Thence leaving said westerly right-of-way line, North 89°08'07" West, a distance of 245.93 feet;

Thence South 00°51'47" West, a distance of 159.73 feet;

Thence North 89°19'57" West, a distance of 110.68 feet;

Thence North 00°51'53" East, a distance of 300.09 feet;

Thence South 89°08'07" East, a distance of 18.17 feet;

Thence North 00°50'55" East, a distance of 24.04 feet;

Thence South 89°08'07" East, a distance of 338.12 feet, to the **Point of Beginning**.

Containing 75,726 Square Feet or 1.74 Acres more or less.

Subject to easements, restrictions and rights of way of record.



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November 22, 2020
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LOT 4

A portion of Surprise Spectrum as shown on final plat recorded in Book 969, Page 17, Maricopa County Records, lying within the southeast quarter of Section 12, Township 4 North, Range 2 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said Section 12, a brass cap flush, from which the east quarter corner of Section 12, a brass cap flush, bears North 00°45'18" East (Basis of Bearing), a distance of 2633.98 feet;

Thence along the east line of the southeast quarter of said Section 12, North 00°45'18" East, a distance of 235.56 feet;

Thence leaving said east line, North 89°14'42" West, a distance of 67.50 feet, to the westerly right-of-way line of 163rd Avenue and the **Point of Beginning**;

Thence leaving said westerly right-of-way line, North 89°08'07" West, a distance of 67.58 feet;

Thence North 00°51'53" East, a distance of 84.86 feet;

Thence North 89°08'07" West, a distance of 178.81 feet;

Thence North 00°51'47" East, a distance of 159.73 feet;

Thence South 89°08'07" East, a distance of 245.93 feet, to the westerly right-of-way line of 163rd Avenue;

Thence along said westerly right-of-way line, South 00°45'18" West, a distance of 244.59 feet, to the **Point of Beginning**.

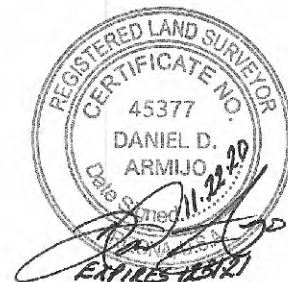
Containing 45,035 Square Feet or 1.03 Acres more or less.

Subject to easements, restrictions and rights of way of record.



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November 22, 2020
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LOT 5

A portion of Surprise Spectrum as shown on final plat recorded in Book 969, Page 17, Maricopa County Records, lying within the southeast quarter of Section 12, Township 4 North, Range 2 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said Section 12, a brass cap flush, from which the east quarter corner of Section 12, a brass cap flush, bears North 00°45'18" East (Basis of Bearing), a distance of 2633.98 feet;

Thence along the south line of the southeast quarter of said Section 12, North 89°08'07" West, a distance of 228.39 feet;

Thence leaving said south line, North 00°51'53" East, a distance of 67.50 feet, to the northerly right-of-way line of W Pat Tillman Boulevard and the **Point of Beginning**;

Thence along said northerly right-of-way line, North 89°08'07" West, a distance of 213.99 feet;

Thence leaving said northerly right-of-way line, North 00°51'53" East, a distance of 66.49 feet;

Thence South 89°08'07" East, a distance of 17.36 feet;

Thence North 00°51'53" East, a distance of 185.92 feet;

Thence South 89°19'57" East, a distance of 110.68 feet;

Thence South 00°51'47" West, a distance of 186.30 feet;

Thence South 89°08'07" East, a distance of 85.95 feet;

Thence South 00°51'53" West, a distance of 66.49 feet, to the **Point of Beginning**.

Containing 34,827 Square Feet or 0.80 Acres more or less.

Subject to easements, restrictions and rights of way of record.



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November 22, 2020
 AWLS #20-065



LOT 6

A portion of Surprise Spectrum as shown on final plat recorded in Book 969, Page 17, Maricopa County Records, lying within the southeast quarter of Section 12, Township 4 North, Range 2 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said Section 12, a brass cap flush, from which the east quarter corner of Section 12, a brass cap flush, bears North 00°45'18" East (Basis of Bearing), a distance of 2633.98 feet;

Thence along the east line of the southeast quarter of said Section 12, North 00°45'18" East, a distance of 235.56 feet;

Thence leaving said east line, North 89°14'42" West, a distance of 67.50 feet, to the westerly right-of-way line of 163rd Avenue and the **Point of Beginning**;

Thence along said westerly right-of-way line, South 00°45'18" West, a distance of 137.93 feet;

Thence leaving said westerly right-of-way line, South 45°48'35" West, a distance of 42.39 feet, to the northerly right-of-way line of W Pat Tillman Boulevard;

Thence along said northerly right-of-way line, North 89°08'07" West, a distance of 130.76 feet;

Thence leaving said northerly right-of-way line, North 00°51'53" East, a distance of 66.49 feet;

Thence North 89°08'07" West, a distance of 85.95 feet;

Thence North 00°51'47" East, a distance of 186.30 feet;

Thence South 89°08'07" East, a distance of 178.81 feet;

Thence South 00°51'53" West, a distance of 84.86 feet;

Thence South 89°08'07" East, a distance of 67.58 feet, to the **Point of Beginning**.

Containing 50,413 Square Feet or 1.16 Acres more or less.

Subject to easements, restrictions and rights of way of record.



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Brian D. Warren, LSIT (480) 243-4287

November 22, 2020
AWLS #20-065



NOT TO EXCEED 80%
LEASED FRONTAGE

NOT TO EXCEED 80%
OF SIGN BAND IN HEIGHT

TENANT

CONSTRUCTION

.063" ALUMINUM CONSTRUCTION.
5" DEEP RETURNS, .040" CLC, COLOR AS PER
TENANT.
3/4" TRIM CAP, COLOR AS PER TENANT..

MOUNTING

MOUNT FLUSH TO WALL.

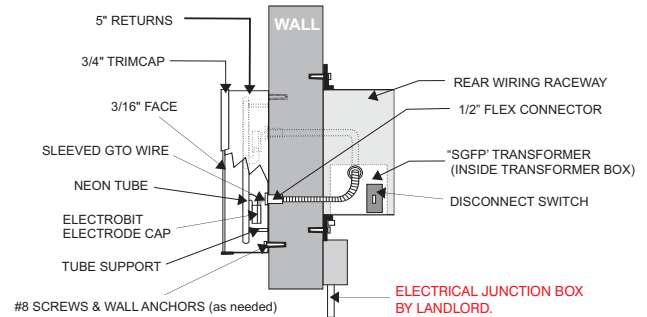
FACE

3/16" SG ACRYLIC, COLOR AS PER TENANT.

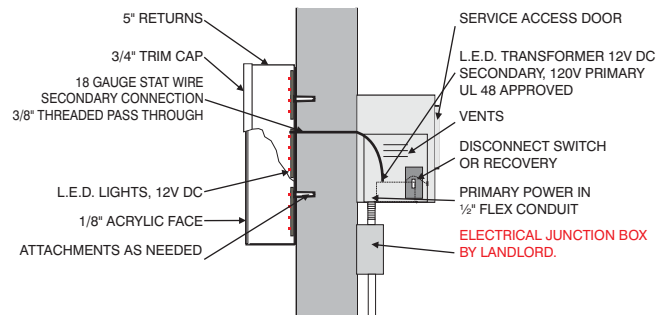
ILLUMINATION

L.E.D. OR NEON, SINGLE OR DOUBLE STROKE.
1 STROKE PER 4"
WITH REMOTE TRANSFORMER.

NEON ILLUMINATED PAN CHANNEL LETTERS



L.E.D. ILLUMINATED PAN CHANNEL LETTERS



NOT TO EXCEED 80%
LEASED FRONTAGE

NOT TO EXCEED 80%
OF SIGN BAND IN HEIGHT

TENANT

CONSTRUCTION

.063" CLC RETURNS 2-5" DEEP WITH .090" ALUMINUM FACES PAINTED COLOR AS PER TENANT

3/16 CLEAR LEXAN BACKS CLIP MOUNTED TO THE LETTERS

MOUNTING

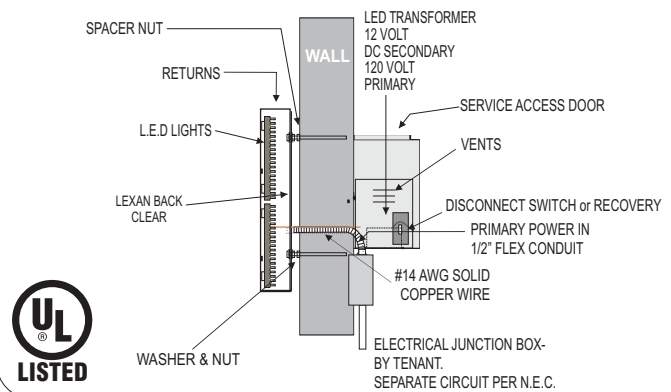
STUD MOUNTED 1" OFF THE WALL TO CREATE HALO ILLUMINATION.

ILLUMINATION

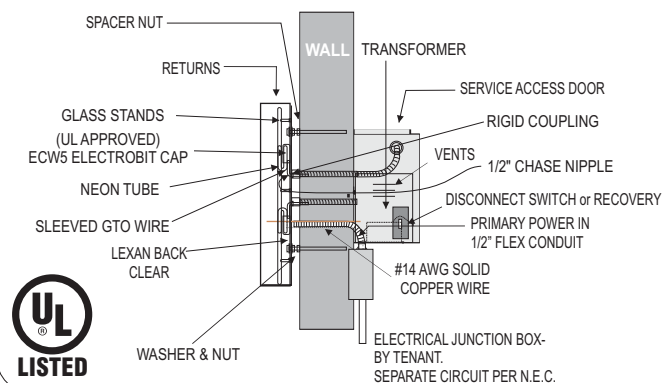
L.E.D. OR NEON, SINGLE OR DOUBLE STROKE.
1 STROKE PER 4"
WITH REMOTE TRANSFORMER.

*THE PROPERTY OWNER CAN APPROVE MODIFICATIONS FOR RETURN DEPTH AND TRIMCAP SIZE

LED HALO ILLUMINATED REVERSE PAN CHANNEL LETTERS

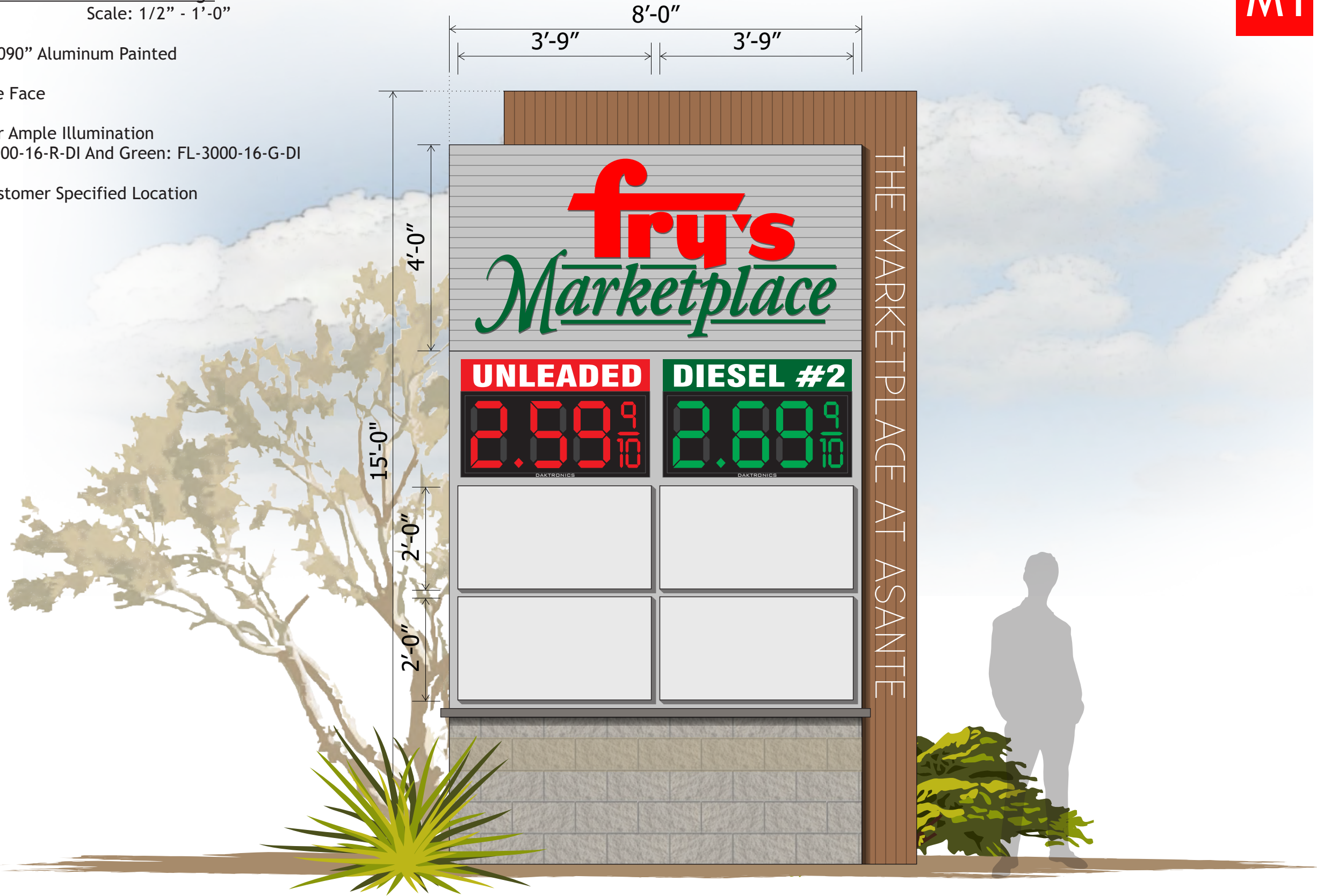


NEON HALO ILLUMINATED REVERSE PAN CHANNEL LETTERS



Manufacture and Install One(1) Internally Illuminated Monument Sign
86.00 Sq. Ft. Scale: 1/2" - 1'-0"

- Monument Sign:
- Structure: Aluminum Angle Skinned with .090" Aluminum Painted
 - Faces: Routed .125 Painted
 - Backed: 3/16" Acrylic Stud Mounted to the Face
 - Vinyl: Colors TBD
 - Illumination: LEDs Spaced as Necessary for Ample Illumination
 - Displays: Daktronics FuelLight # Red: FL-3000-16-R-DI And Green: FL-3000-16-G-DI
 - Power: Power Supplies in Sign
 - Installation: On ASA Pipe and Footer at Customer Specified Location



Elevation exhibit showing the relation between the proposed landscape and the location of the monument signs.



Manufacture and Install One(1) Internally Illuminated Monument Sign
86.00 Sq. Ft. Scale: 1/2" - 1'-0"

- Monument Sign:
- Structure: Aluminum Angle Skinned with .090" Aluminum Painted
 - Faces: Routed .125 Painted
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 - Power: Power Supplies in Sign
 - Installation: On ASA Pipe and Footer at Customer Specified Location



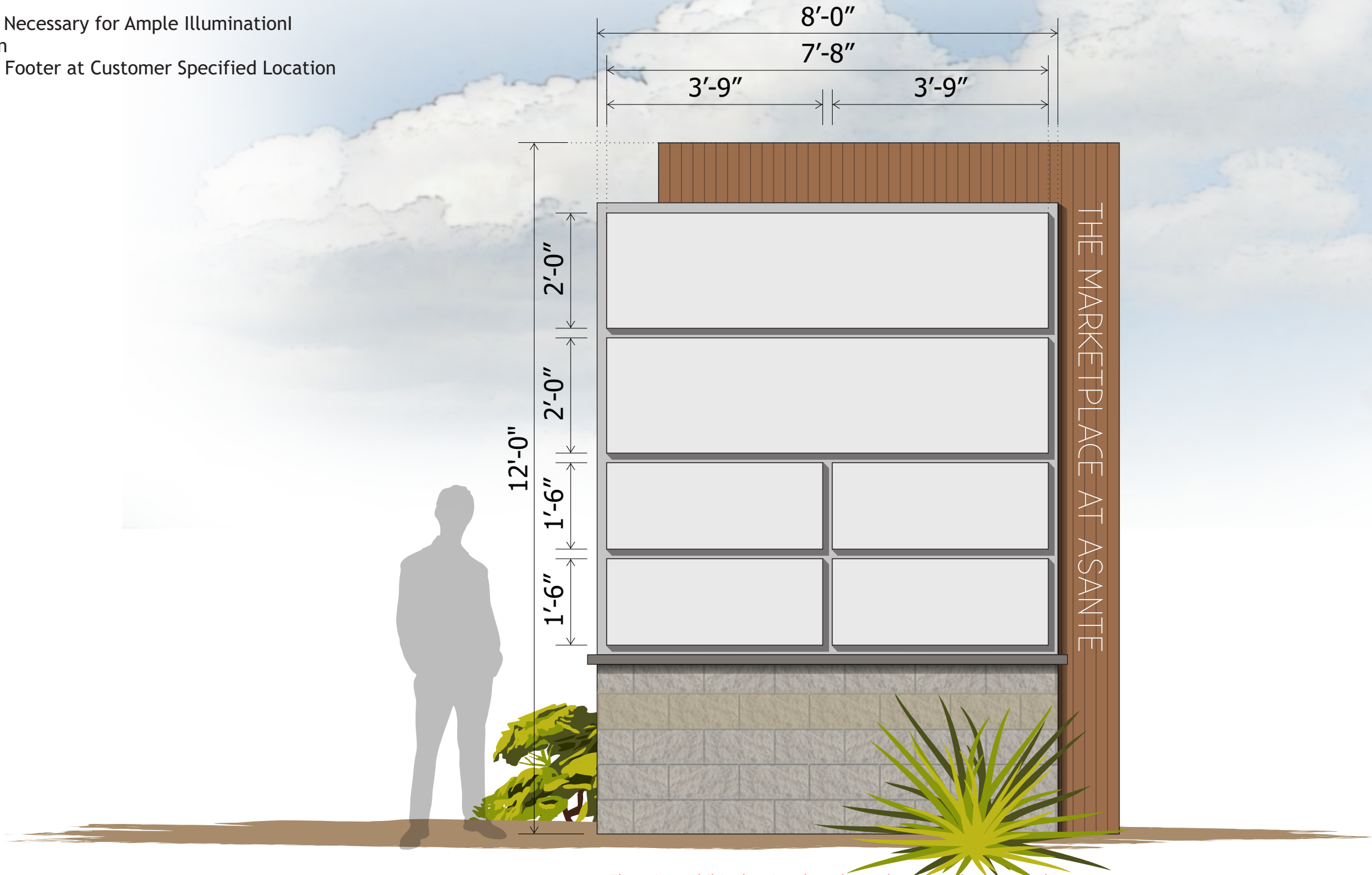
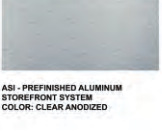
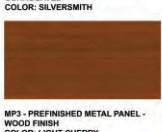
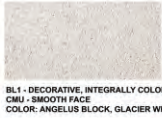
Elevation exhibit showing the relation between the proposed landscape and the location of the monument signs.



Manufacture and Install One(1) Internally Illuminated Monument Sign
57.50 Sq. Ft. Scale: 1/2" - 1'-0"

Monument Sign:

- **Structure:** Aluminum Angle Skinned with .090" Aluminum Painted
- **Faces:** Routed .125 Painted
- **Backed:** 3/16" Acrylic Stud Mounted to the Face
- **Vinyl:** Colors TBD
- **Illumination:** LEDs Spaced as Necessary for Ample Illuminationl
- **Power:** Power Supplies in Sign
- **Installation:** On ASA Pipe and Footer at Customer Specified Location



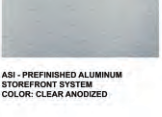
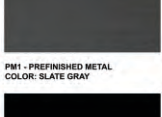
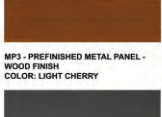
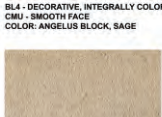
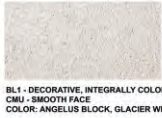
Elevation exhibit showing the relation between the proposed landscape and the location of the monument signs.



Manufacture and Install One(1) Internally Illuminated Monument Sign
57.50 Sq. Ft. Scale: 1/2" - 1'-0"

Monument Sign:

- Structure: Aluminum Angle Skinned with .090" Aluminum Painted
- Faces: Routed .125 Painted
- Backed: 3/16" Acrylic Stud Mounted to the Face
- Vinyl: Colors TBD
- Illumination: LEDs Spaced as Necessary for Ample Illuminationl
- Power: Power Supplies in Sign
- Installation: On ASA Pipe and Footer at Customer Specified Location



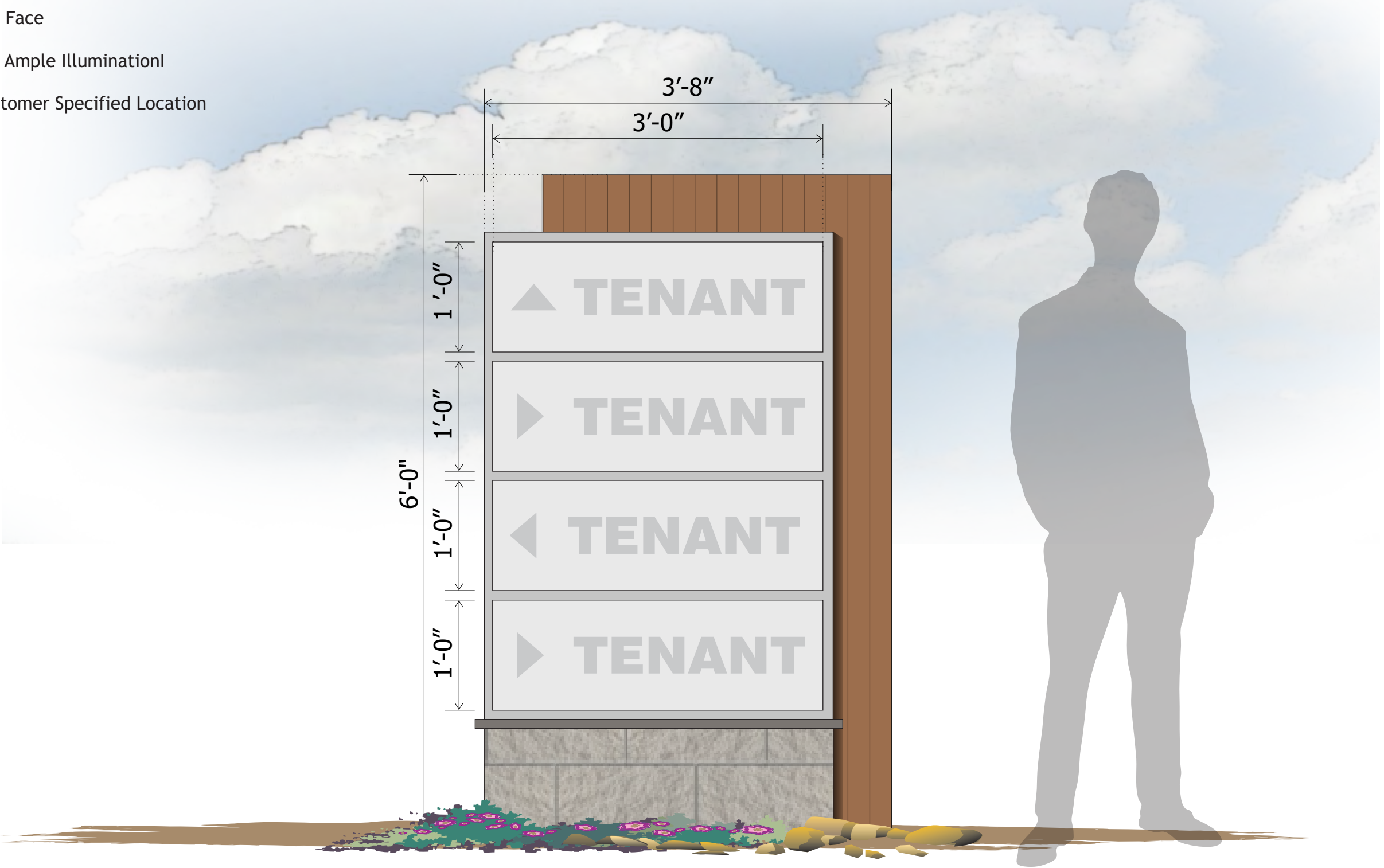
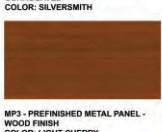
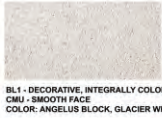
Elevation exhibit showing the relation between the proposed landscape and the location of the monument signs.



Manufacture and Install Two(2) Internally Illuminated Directory Sign
12.00 Sq. Ft. Scale: 1" = 1'-0"

Monument Sign:

- **Structure:** Aluminum Angle Skinned with .090" Aluminum Painted
- **Faces:** Routed .125 Painted
- **Backed:** 3/16" Acrylic Stud Mounted to the Face
- **Vinyl:** Colors TBD
- **Illumination:** LEDs Spaced as Necessary for Ample Illuminationl
- **Power:** Power Supplies in Sign
- **Installation:** On ASA Pipe and Footer at Customer Specified Location

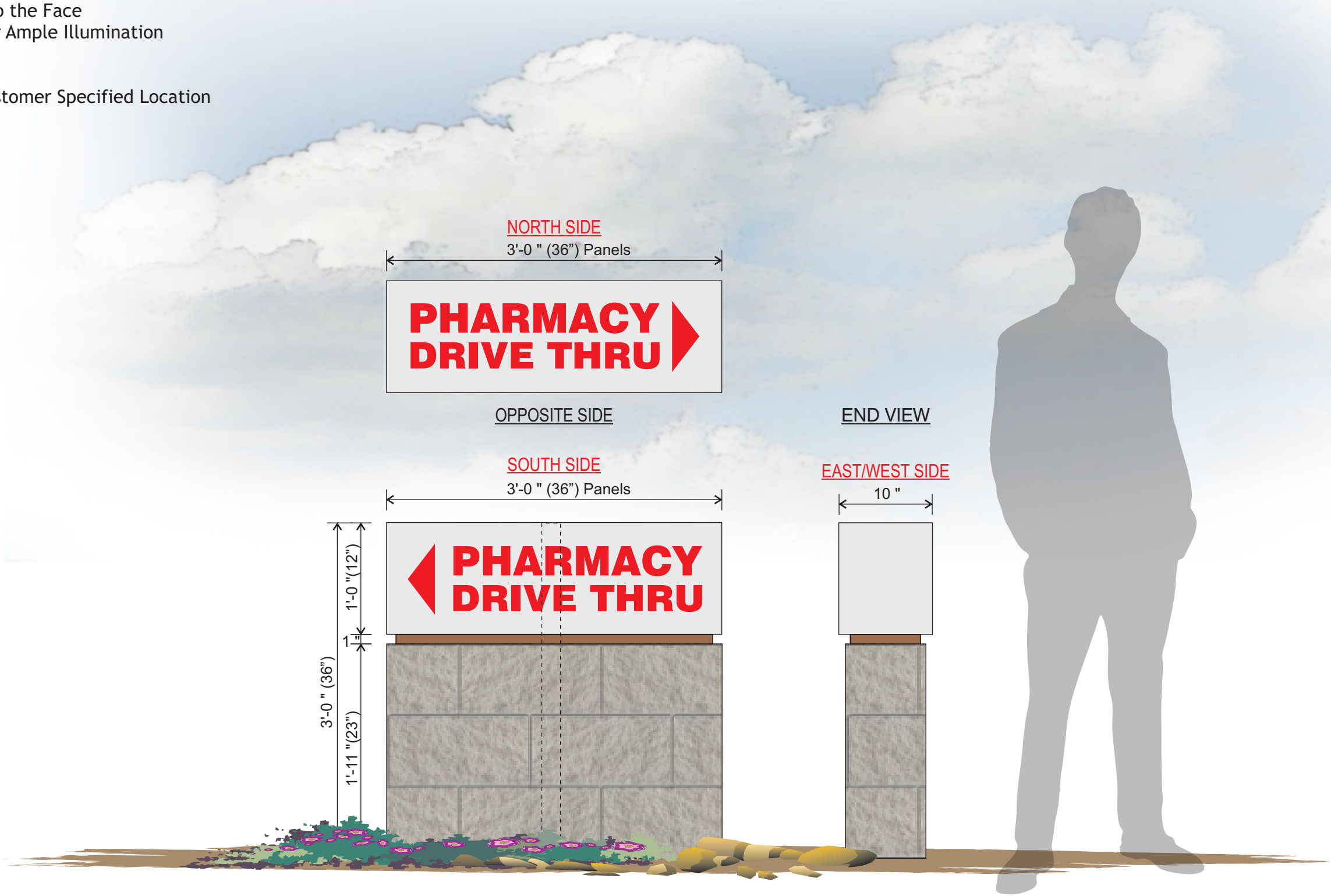
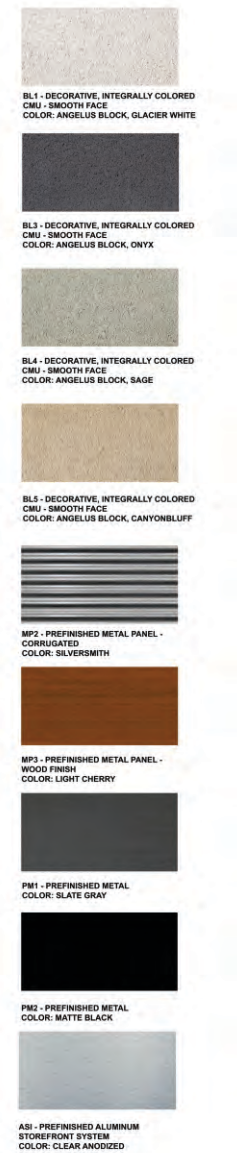




Fabricate & Install (1)One Double Face Illuminated Directional
3.00 Sq. Ft. Scale: 1" = 1'-0"

Directional Sign:

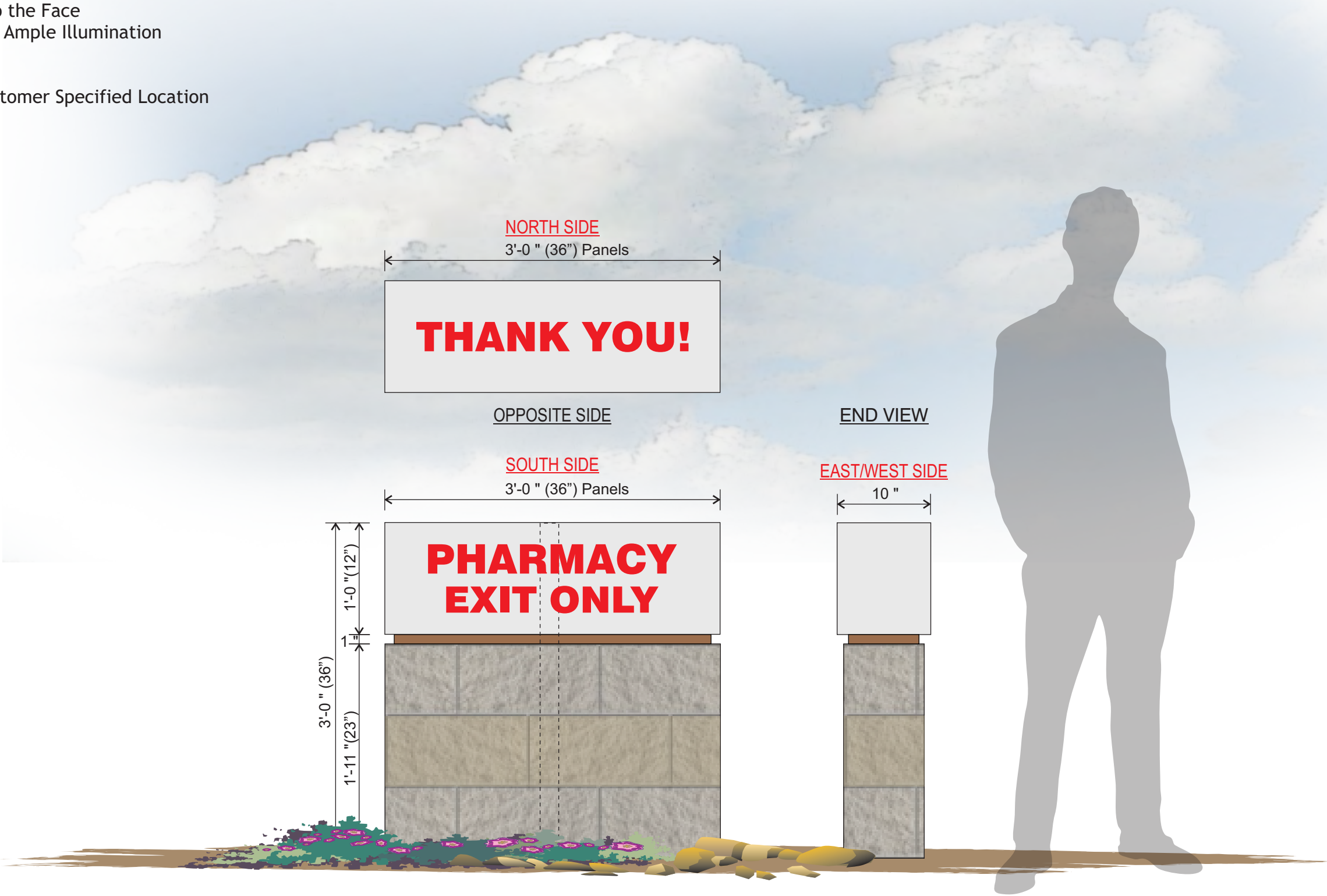
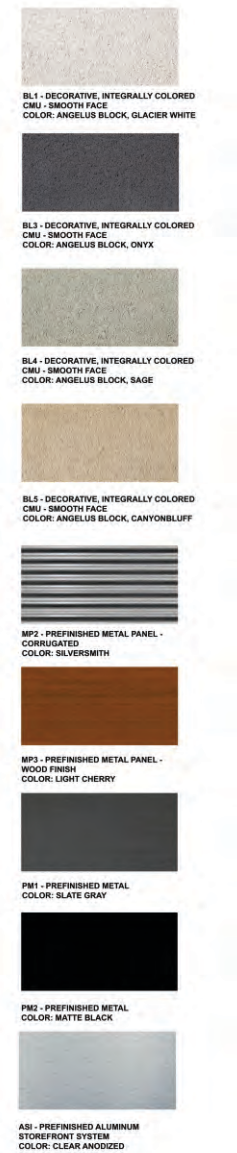
- **Structure:** Aluminum Angle Skinned with .090" Aluminum Painted
- **Faces:** Routed .125 Painted
- **Backed:** 3/16" Red Acrylic Stud Mounted to the Face
- **Illumination:** LEDs Spaced as Necessary for Ample Illumination
- **Power:** Power Supplies in Sign
- **Base:** Split Face Block Base
- **Installation:** On ASA Pipe and Footer at Customer Specified Location

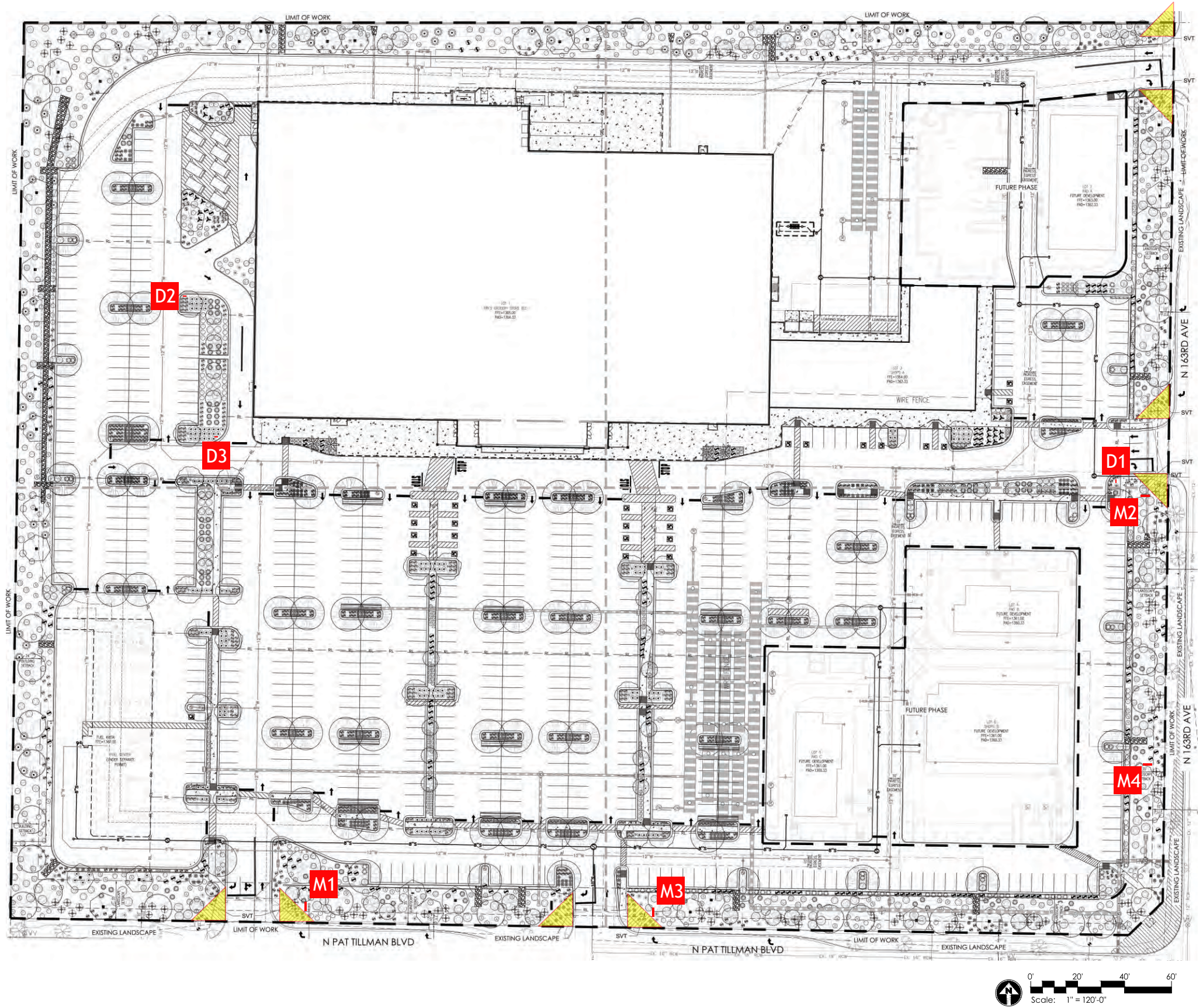


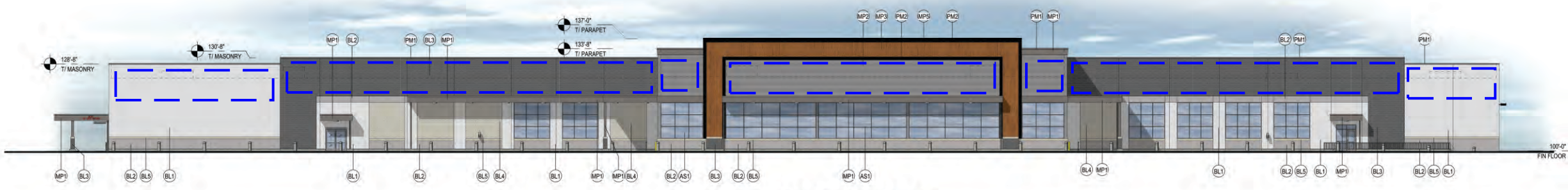
Fabricate & Install (1)One Double Face Illuminated Directional
3.00 Sq. Ft. Scale: 1" = 1'-0"

Directional Sign:

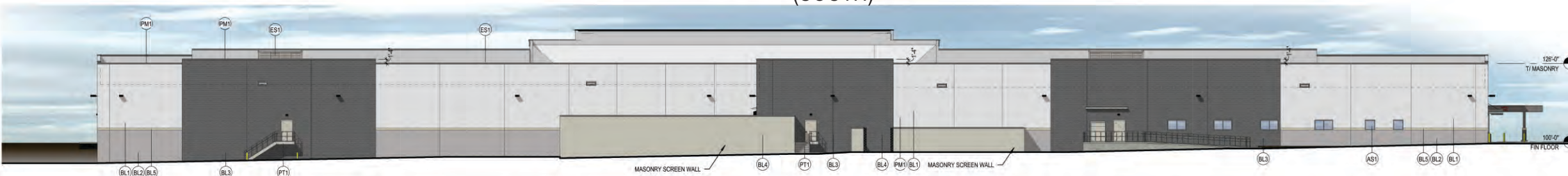
- Structure: Aluminum Angle Skinned with .090" Aluminum Painted
- Faces: Routed .125 Painted
- Backed: 3/16" Red Acrylic Stud Mounted to the Face
- Illumination: LEDs Spaced as Necessary for Ample Illumination
- Power: Power Supplies in Sign
- Base: Split Face Block Base
- Installation: On ASA Pipe and Footer at Customer Specified Location



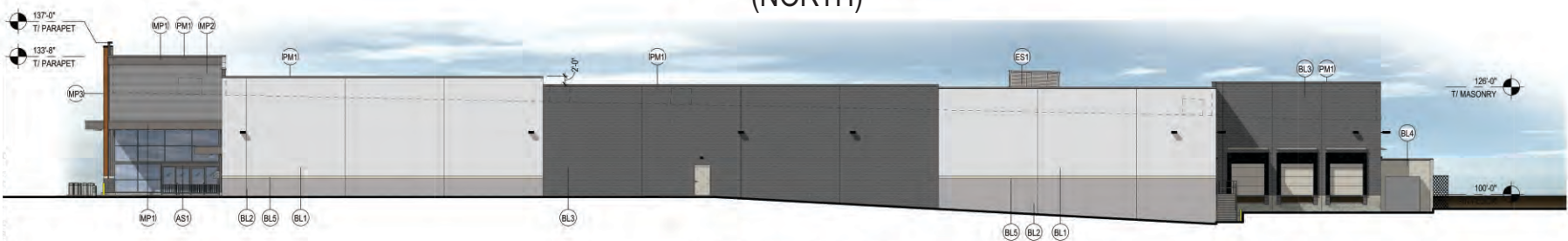




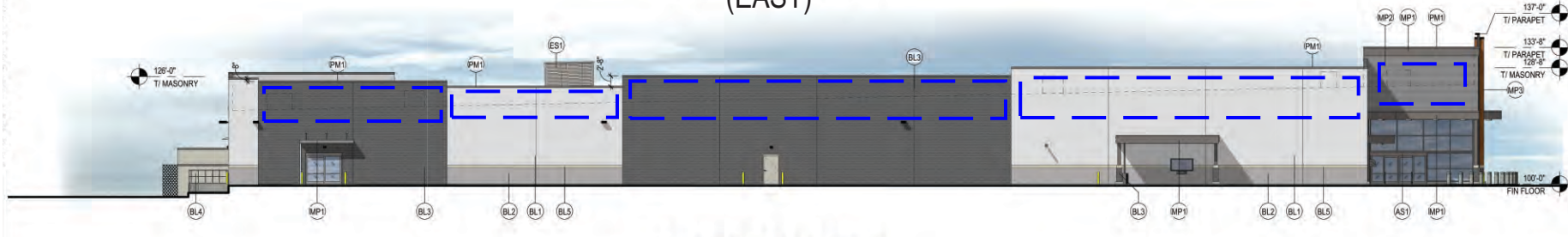
FRONT ELEVATION
(SOUTH)



REAR ELEVATION
(NORTH)



SIDE ELEVATION
(EAST)



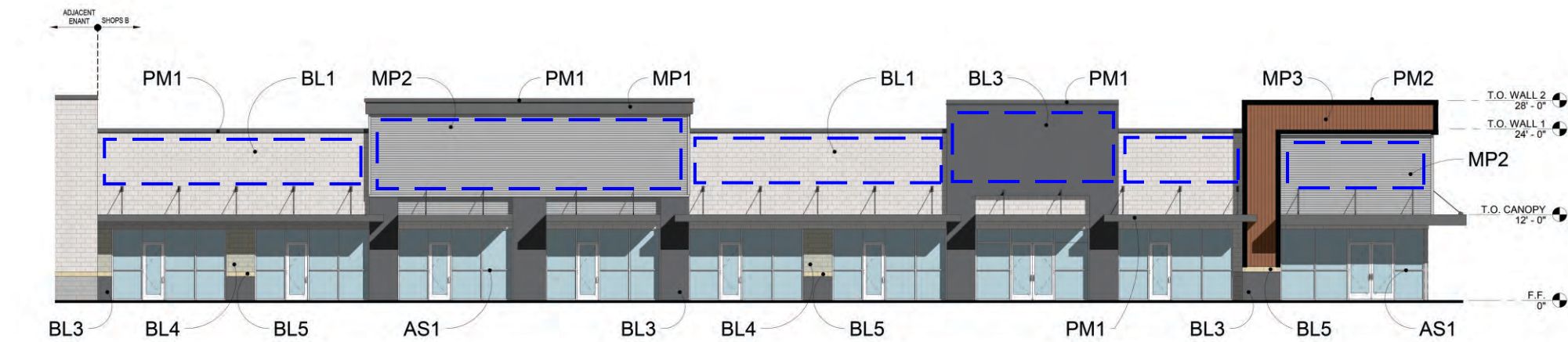
SIDE ELEVATION
(WEST)

- EXTERIOR MATERIAL LEGEND**
- BL1 Decorative, IntegrallyColored CMU - Smooth face
Color: Angelus Block, Glacier White
 - BL2 Decorative, IntegrallyColored CMU - Split face
Color: Angelus Block, Silver
 - BL3 Decorative, IntegrallyColored CMU - Smooth face
Color: Angelus Block, Org
 - BL4 Decorative, IntegrallyColored CMU - Smooth face
Color: Angelus Block, Sage
 - BL5 Decorative, IntegrallyColored CMU - Smooth face
Color: Angelus Block, Cargobuff
 - MP1 Prefinished Metal Panel - Smooth
Color: Slate Gray
 - MP2 Prefinished Metal Panel - Corrugated
Color: Silversmith
 - MP3 Aluminum Metal Panel - Wood Finish
Color: Light Cherry
 - PM1 Prefinished Metal
Color: Slate Gray
 - PM2 Prefinished Metal
Color: Matte Black
 - AS1 Prefinished Aluminum Storefront
Color: Clear Anodized
 - PT1 Painted Metal
Color: SW7016 Mindful Gray
 - ES1 Equipment Screen
Color: Citycapes Enviro Louvered Panel, Shadow Gr. ay

EXTERIOR ELEVATIONS

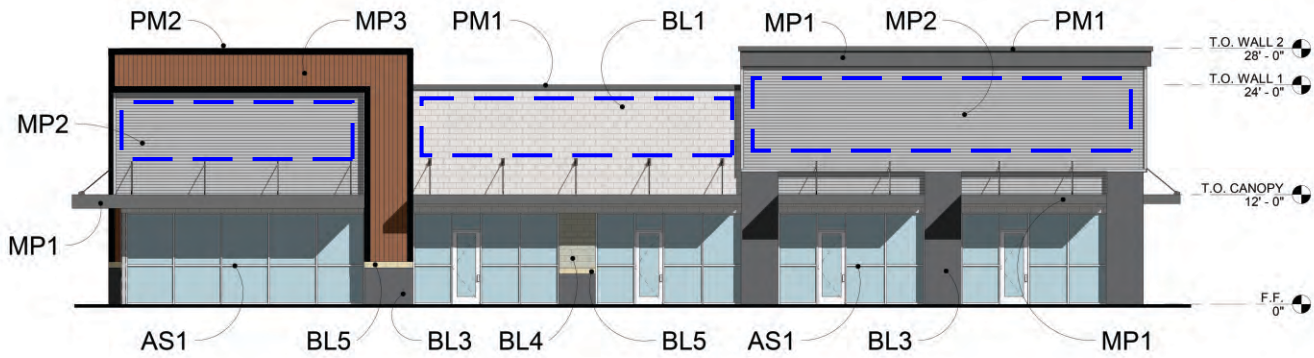
October 1, 2020

Sign Band for Building Signage



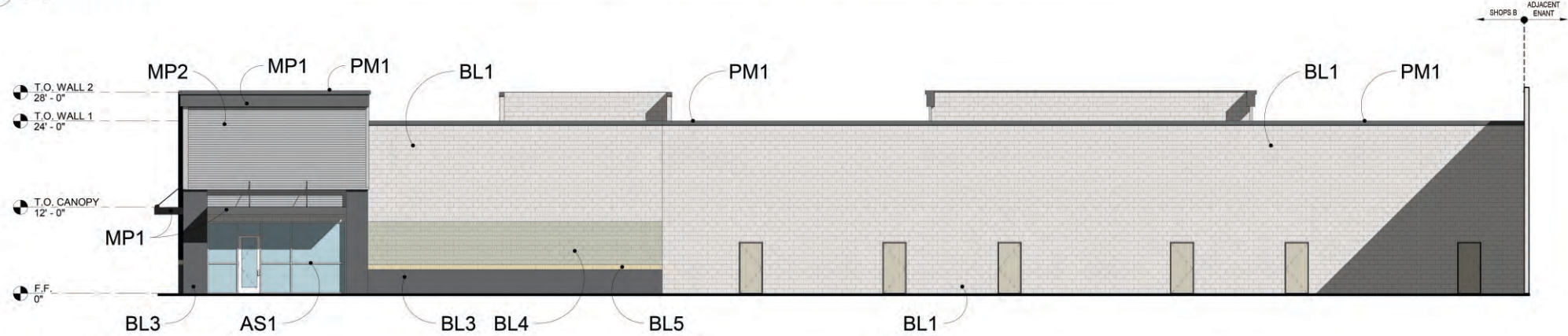
1 SOUTH ELEVATIONS

1/8" = 1'-0"



2 EAST ELEVATION

1/8" = 1'-0"



3 NORTH ELEVATION

1/8" = 1'-0"

Sign Band for Building Signage



BL1 - DECORATIVE, INTEGRALLY COLORED CMU - SMOOTH FACE COLOR: ANGELUS BLOCK, GLACIER WHITE



BL3 - DECORATIVE, INTEGRALLY COLORED CMU - SMOOTH FACE COLOR: ANGELUS BLOCK, ONYX



BL4 - DECORATIVE, INTEGRALLY COLORED CMU - SMOOTH FACE COLOR: ANGELUS BLOCK, SAGE



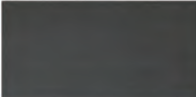
BL5 - DECORATIVE, INTEGRALLY COLORED CMU - SMOOTH FACE COLOR: ANGELUS BLOCK, CANYONBLUFF



MP2 - PREFINISHED METAL PANEL - CORRUGATED COLOR: SILVERSMITH



MP3 - PREFINISHED METAL PANEL - WOOD FINISH COLOR: LIGHT CHERRY



PM1 - PREFINISHED METAL COLOR: SLATE GRAY



PM2 - PREFINISHED METAL COLOR: MATTE BLACK



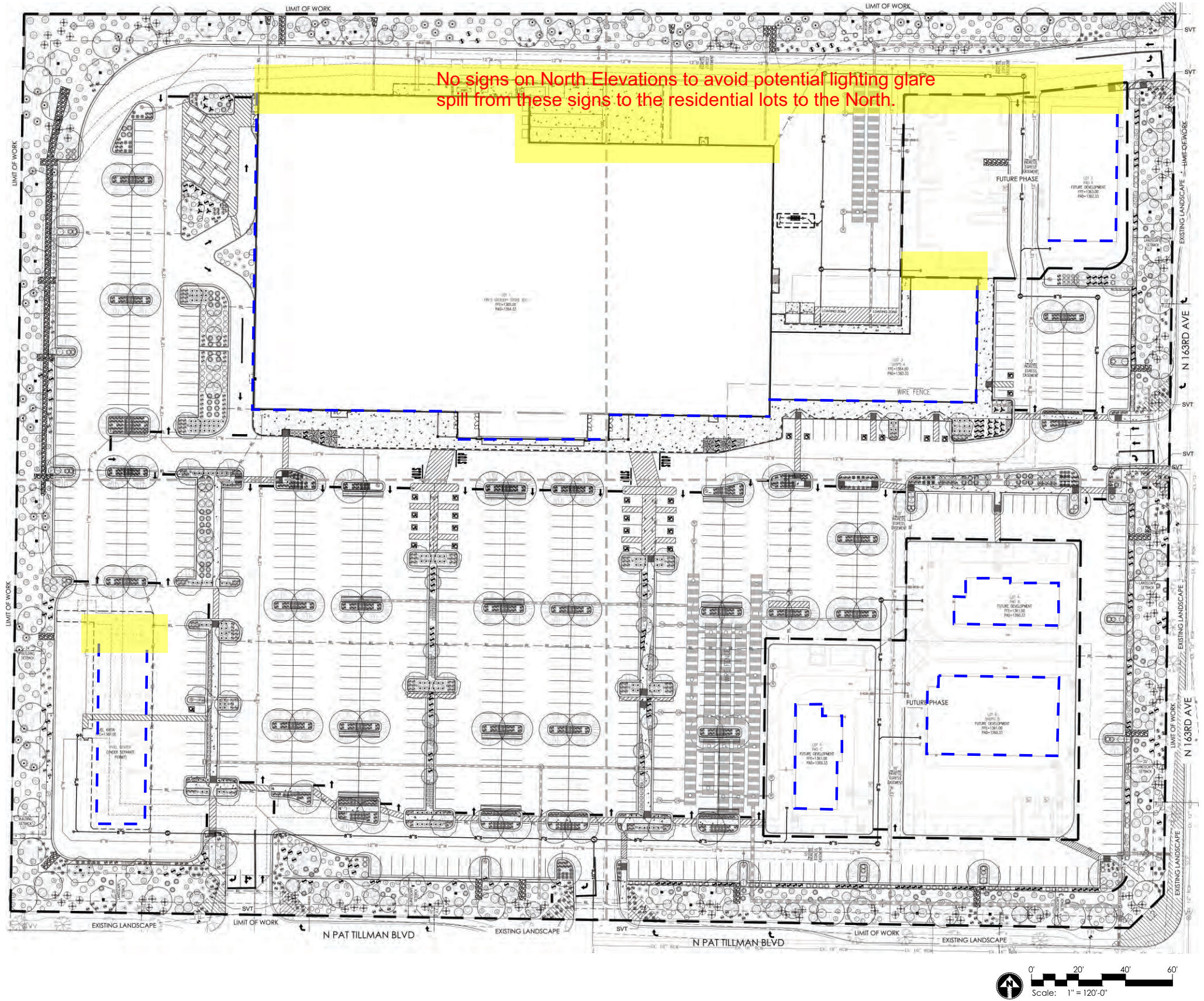
AS1 - PREFINISHED ALUMINUM STOREFRONT SYSTEM COLOR: CLEAR ANODIZED



Scale: 1/16"=1'-0"

This is a three inch scale to confirm size of document

9x1 DISPENSERS, 1 & 2 RESTROOM KIOSK
JULY 2018



Sign Band for Building Signage



AFFIDAVIT OF POSTING

Case Number FS21-391

Project Name: Comprehensive Sign Package for the Marketplace at Asante

Project Location: NWC of 163rd and Pat Tilman Blvd.

Date Site Posted: June 14, 2021

In order to assist in providing adequate notice to interested parties, the applicant for any type of public hearing shall erect two (2) signs providing notice of the date, time, and place of the scheduled hearing(s). These signs must be erected not less than fifteen (15) calendar days prior to the date of the first hearing. The signs shall also include the description of the request as contained on the formal development application. The size and format of this sign shall meet requirements established by the city (see example).

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, as well as the information on the sign, until final disposition of the case.

I confirm that the site has been posted as required, for the case noted above. Photographs of the site posting, and any subsequent changes/updates made to the sign, have also been submitted.

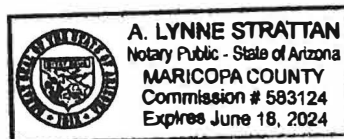
[Signature]
Owner/Applicant Signature

6-14-21
Date

This instrument was acknowledged before me this 14 day of June,
2021 by Andy Gibson

A. Lynne Strattan
Notary Public

My Commission Expires: June 18, 2024



Notice of Public Hearing City of Surprise

Neighborhood Meeting

Date: Wednesday, July 7, 2010

Time: 6:00 pm

Location: 163rd Elementary Academy

2701 N. 163rd Ave. | Surprise, AZ 85077

Room: C-6000

Agenda Item: 1. 163rd Elementary Academy Comprehensive Sign Package for the Marketplace at Asante

Meeting ID: 900-000-1111 | Phone: 602-272-9356 | Email: 602-272-9356

Planning and Zoning

Date:

Time:

Location:

City Council

Date:

Time:

Location:

Website



Case # FS21-391 NWC of 163rd and Pat Tillman Blvd
Comprehensive Sign Package for the Marketplace at Asante

For more information, call:

602-272-9356

Surpriseaz.gov

Notice of Public Hearing City of Surprise

Knight-Ridder Printing
2400 W. Baseline Ave., Suite 100
Tulsa, OK 74103
Phone: (918) 438-1111
Fax: (918) 438-1112
Email: krp@knight-ridder.com

Planning and Zoning
City of Surprise
2400 W. Baseline Ave., Suite 100
Tulsa, OK 74103
Phone: (918) 438-1111
Fax: (918) 438-1112
Email: pz@cityofsurprise.gov

City Council
2400 W. Baseline Ave., Suite 100
Tulsa, OK 74103
Phone: (918) 438-1111
Fax: (918) 438-1112
Email: cc@cityofsurprise.gov



Case # PZ21-391 NWC of 163rd and Pat Tillman Blvd
Comprehensive Sign Package for the Marketplace at Asante
For more information, call:
602-272-9356
Surpriseaz.gov



AFFIDAVIT OF POSTING

Case Number FS21-391

Project Name: Comprehensive Sign Package for the Marketplace at Asante

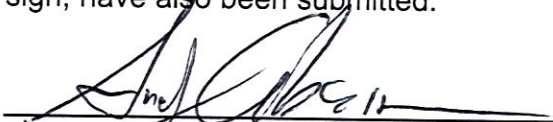
Project Location: NWC of 163rd and Pat Tilmant Blvd.

Date Site Posted: July 27, 2021

In order to assist in providing adequate notice to interested parties, the applicant for any type of public hearing shall erect two (2) signs providing notice of the date, time, and place of the scheduled hearing(s). These signs must be erected not less than fifteen (15) calendar days prior to the date of the first hearing. The signs shall also include the description of the request as contained on the formal development application. The size and format of this sign shall meet requirements established by the city (see example).

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, as well as the information on the sign, until final disposition of the case.

I confirm that the site has been posted as required, for the case noted above. Photographs of the site posting, and any subsequent changes/updates made to the sign, have also been submitted.


Owner/Applicant Signature

7-29-2021
Date

This instrument was acknowledged before me this 29 day of July,
20 21 by Andy Gibson


Notary Public

My Commission Expires: June 18, 2024



Notice of Public Hearing City of Surprise

Neighborhood Meeting

Date: Wednesday, July 7, 2021

Time: 6:00 p.m.

Location: Asante Preparatory Academy
23251 N 166th Drive | Surprise, AZ 85387

Room: Cafeteria

Zoom Meeting: <https://zoom.us/j/98037921468?pwd=ZEF6TW9nZFVmOFNaQnUvam13YkZKUT09>

Meeting ID: 980 3792 1468 Passcode: Bootz Dial In: 699 900 6833

Planning and Zoning

Date: Thursday September 2, 2021

Time: 6:00 pm

Location: Council Chambers
at Surprise City Hall

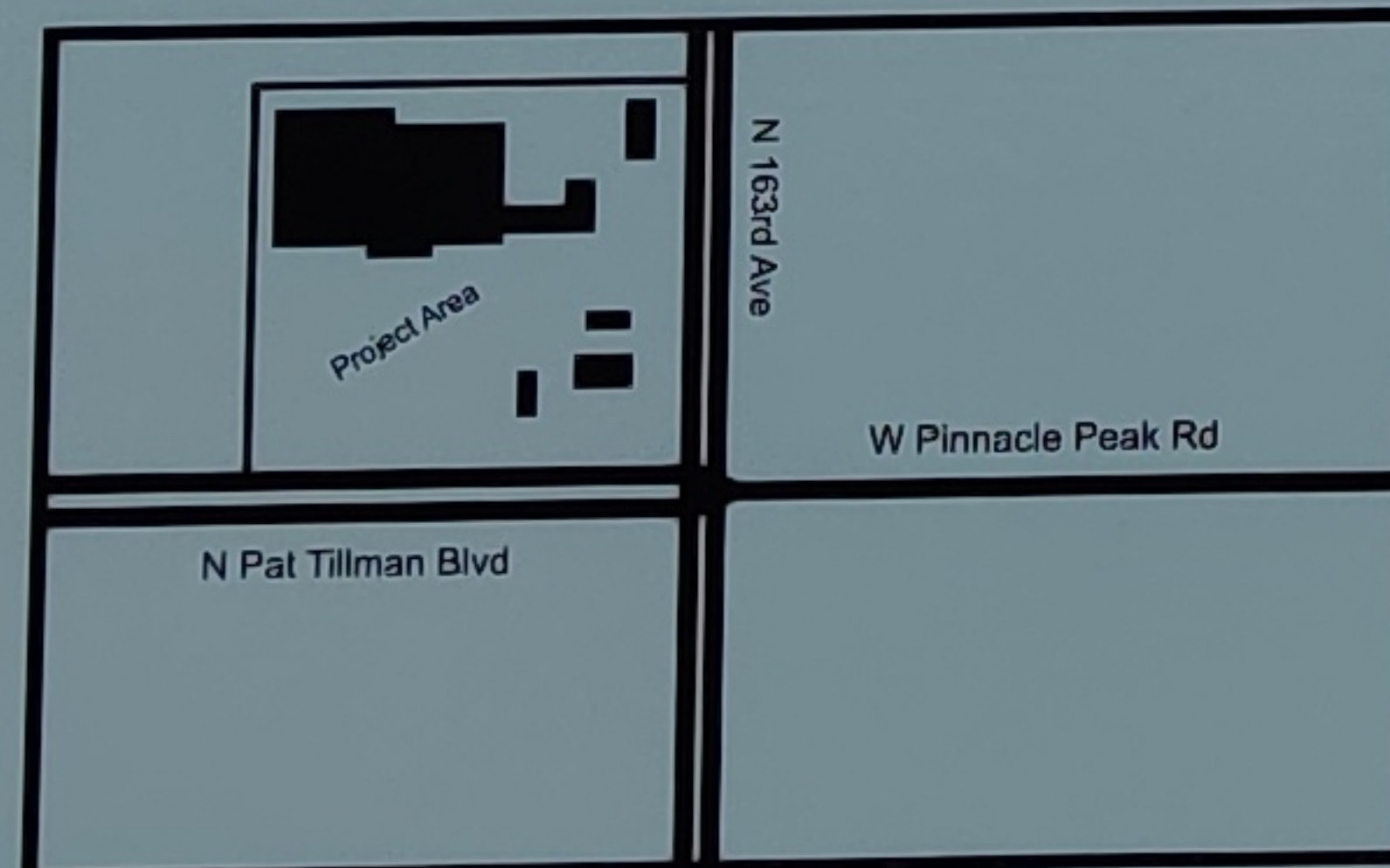
City Council

Date: Tuesday, October 5, 2021

Time: 6:00 pm

Location: Council Chambers
at Surprise City Hall

Vicinity Map



Case # FS21-391 NWC of 163rd and Pat Tillman Blvd
Comprehensive Sign Package for the Marketplace at Asante

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602-272-9356

Surpriseaz.gov

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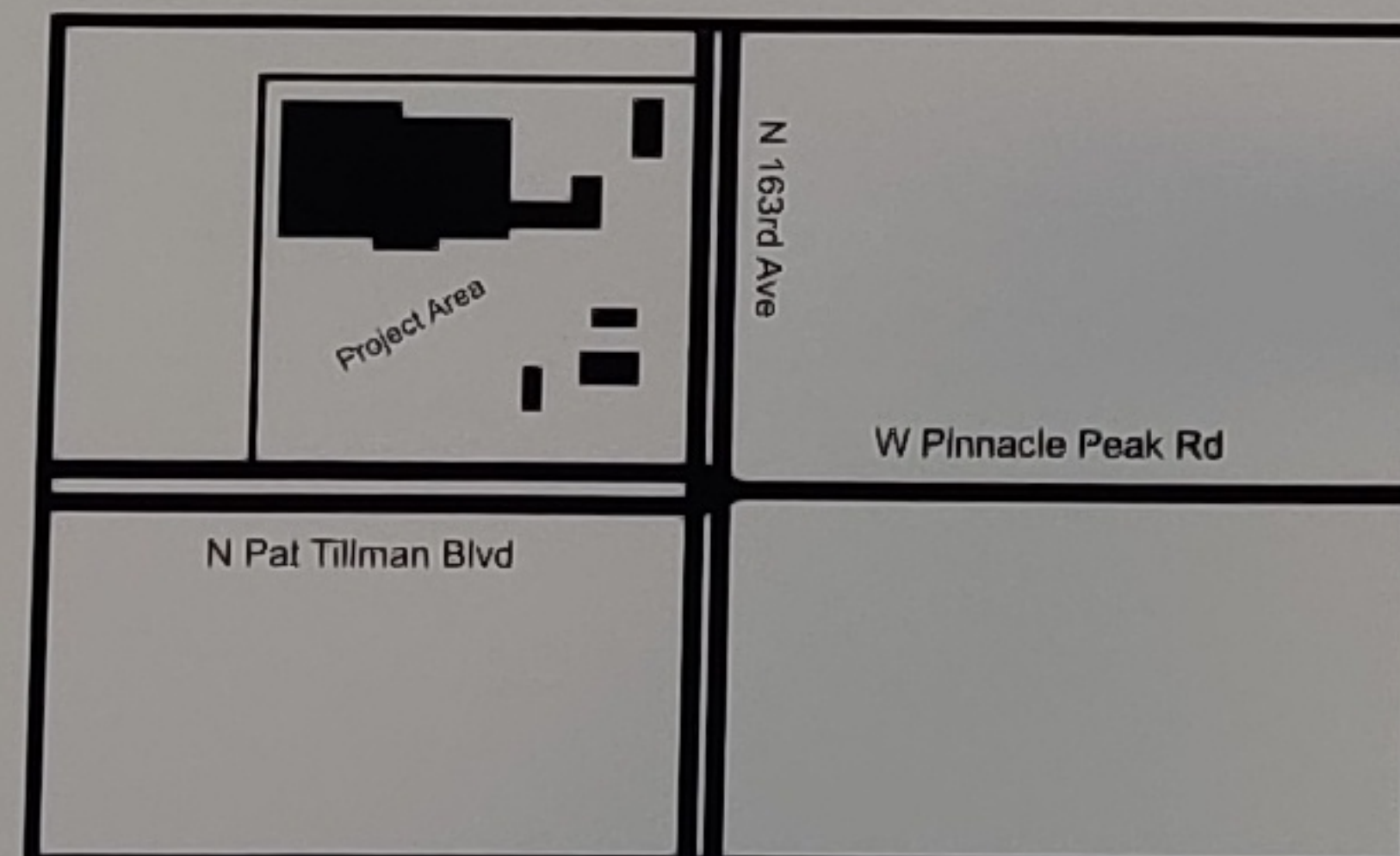
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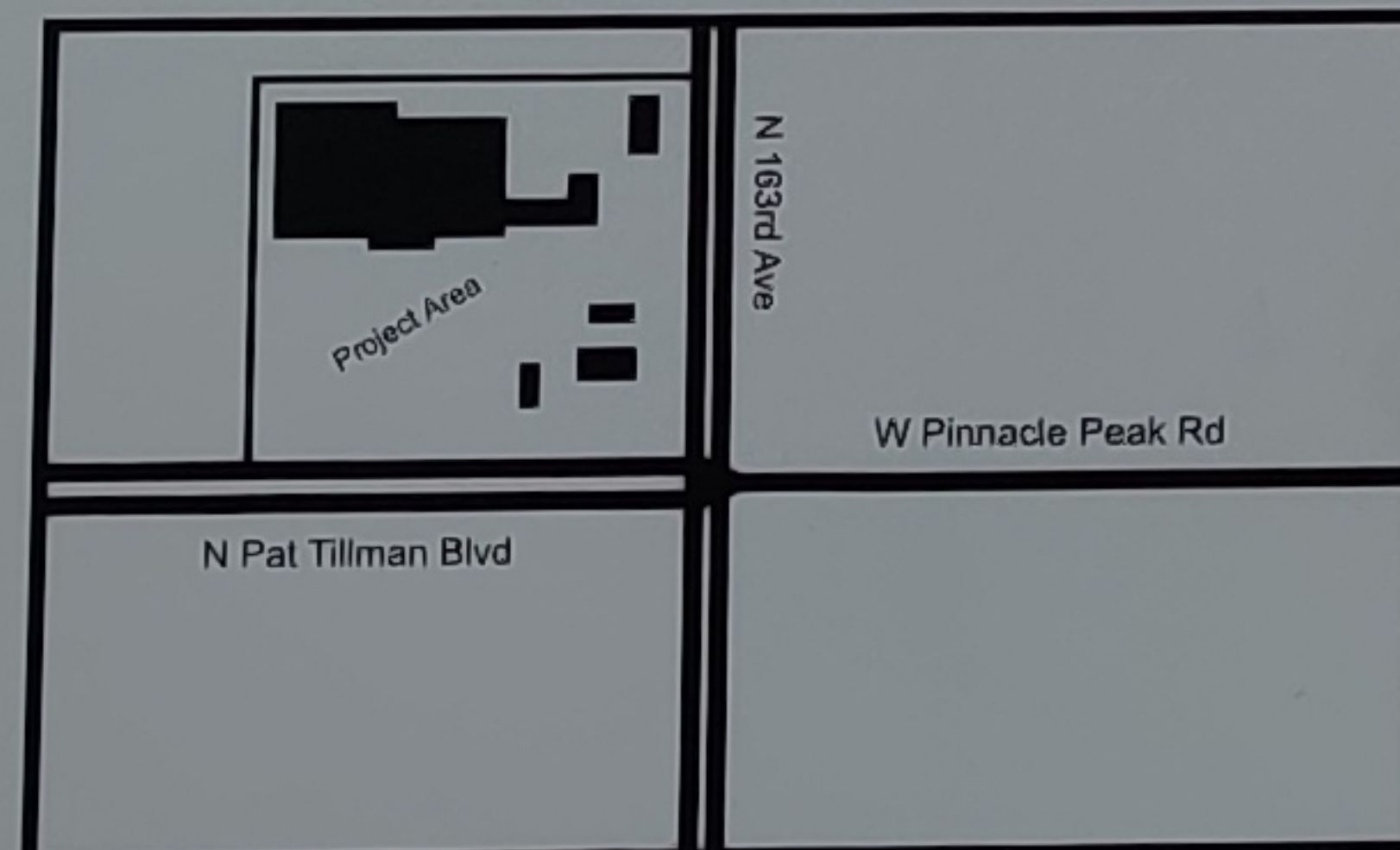
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Time: 6:00 pm

Location: Council Chambers
at Surprise City Hall

Vicinity Map



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For more information, call:

602-272-9356

Surpriseaz.gov

Asante

↑
INFORMATION
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HERITAGE
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Active Adult Community
and
ASANTE
Single-Family Homes

ei REALTY

602-285-4663
LENNAR.COM

Notice of Public Hearing City of Surprise

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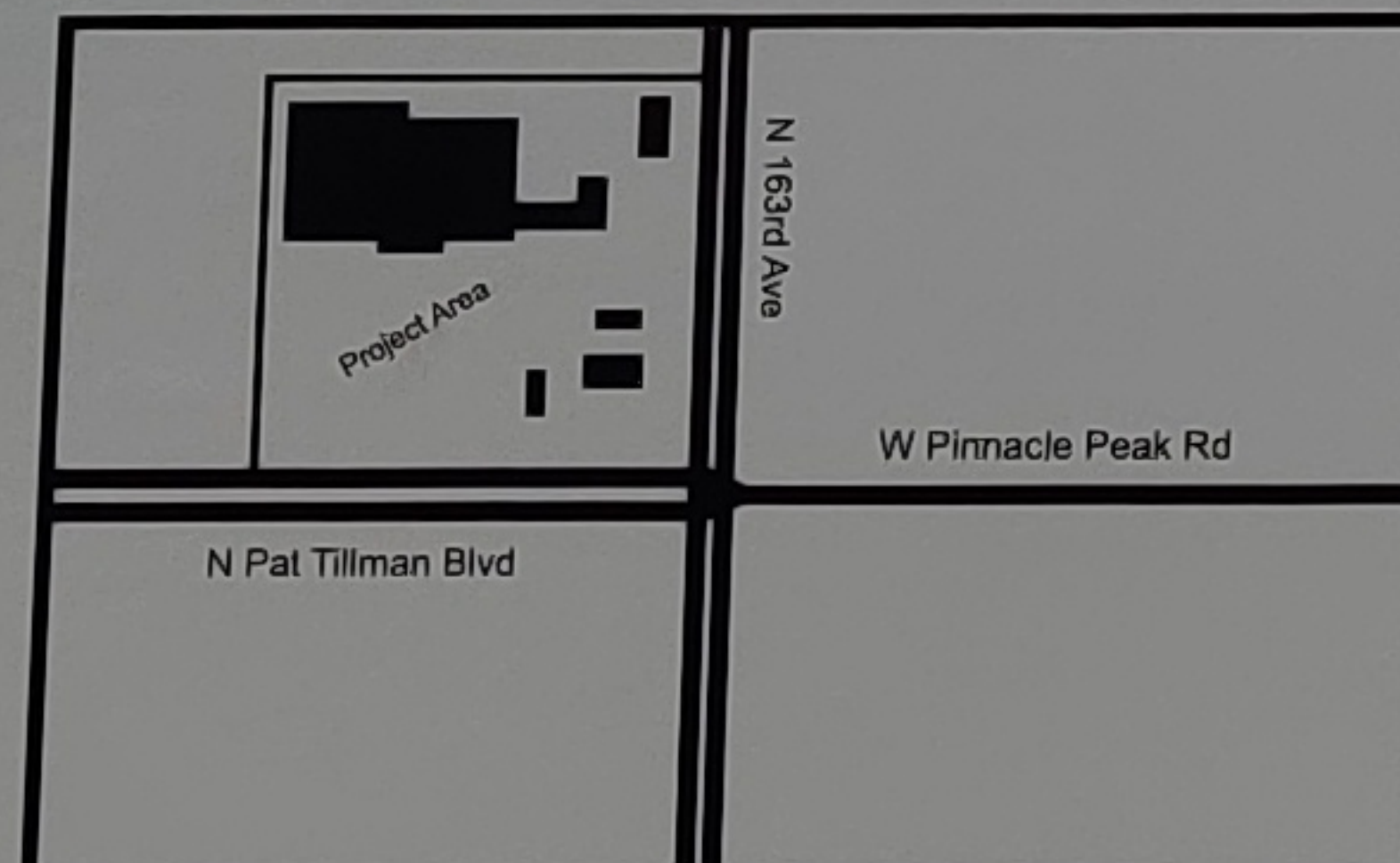
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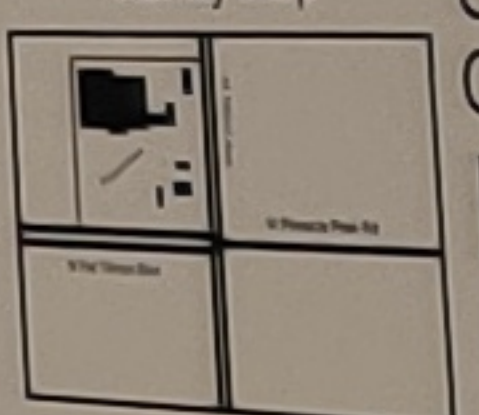
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Surpriseaz.gov

Notice City

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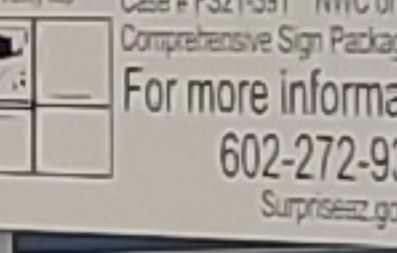
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**BARCLAY**
GROUP

PADS & SHOPS
AVAILABLE

FOR MORE INFORMATION:
480.596.9399
www.BarclayGroup.com

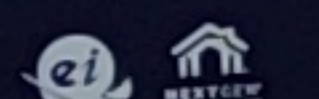
Page 339 of 383



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Active Adult Community
and
ASANTE
Single-Family Homes


602-285-4663
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Notice of Public Hearing City of Surprise

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Surpriseaz.gov

Asante

To: City of Surprise – Community Development Department
From: Bootz and Duke Sign Company
Date: 7/9/21
Re: FS 21- 391 (Citizen Participation Report)
Marketplace at Asante – CSP

On-Site Signage Details:

The following on-site signage was placed on two (2) double-sided signs on Wednesday, June 16, 2021 near the intersection of 163rd Avenue and Pat Tilman Blvd.

In-Person Meeting Details:

Date: Wednesday, July 7, 2021
Time: 6:00 p.m. – 8:00 p.m.
Place: Asante Preparatory Academy
Room: Cafeteria
23251 N 166th Drive
Surprise, AZ 85387-1498



On-Line Zoom Meeting Details:

Link: <https://zoom.us/j/98037921468?pwd=ZEF6TW9nZFVmOFNaQnUvam13YkZKUT09>
Meeting ID: 980 3792 1468
Passcode: Bootz
Dial In: 669 900 6833

In-Person Attendance: (See attached Sign in Sheet)

Mike & Cindy Donnelly
Arnett Duncan
Jim Sharp
Roland Winters
Marilyn Hinrichs
Sam & Anita Azzarella
Nancy & David Tavares
C.R. Asnate
Weldon Emery
Pat Morgan
Donald Thomas & Isabela Musial
Sergio Angulo

Zoom Meeting Attendance:

 [t](#)
; Mike Jermolowicz
; [Aly Cline](#)
[Sherry Korpi](#)
[Rodocker2](#)
[Mary's iPhone](#)

- All Zoom meeting attendees that requested a CSP were emailed a copy and were able to read through it and discuss with Andy Gibson.

Meeting Introduction:

At 6:00 p.m. the meeting began with Andy Gibson, CEO and project leader for the Marketplace at Asante – CSP submittal provided an introduction of himself to the live and Zoom audience and stated that he was there to only discuss the Comprehensive Sign Package, not the rest of build project. He stated that this was the first public input meeting established for neighbors to hear about the proposed signs for the project and that after this meeting and staff review, a hearing would be later scheduled before the Planning and Zoning Commission and then another meeting at City Council where these details would be discussed again.

Mr. Gibson stated that the proposed Fry's project included a grocery store and fuel center. He provided an exhibit of the sign site plan showing the location and typical monument sign that would be placed on the site. This was done in front of a camera so the digital viewers could follow along as well. Mr. Gibson further stated that the signs will include the texture, color, and size that are less the City Code standards for all signs and were created to be a cohesive and attractive element to the commercial center.

He also stated the there were two ground signs along 163rd and two ground signs along Pat Tillman Boulevard. He then stated that he brought extra copies of the submitted CSP for all attendees to pick up a copy and walk through it and that he would be happy to address any comments that they might have.

Mr. Gibson further stated that there will be other stores coming to the site, but that he is not aware of any specific stores at this time. There will be no signs on the north facing elevations facing the north side of the site because that has been slated as a residential use and the center did not want to put signs that would negatively impact residents. Mr. Gibson also stated that the standards table found in the CSP would direct all future signage for the site. As an example only 25% of windows can be covered, drive-thru signage will be less than city code standards and that all tenants will have to get future signs approved by both the Commercial Center and the City of Surprise. He concluded his remarks by stating that the Marketplace at Asante sign package was prepared carefully and to the high standards that the Barclay Group's projects are known for with clean and cohesive signs that will complement the area while being sensitive to the surrounding uses.

Questions and Answers:

After about a 15-minute introduction to the project, Mr. Gibson opened up to questions from the neighbors.

Q1. Can you talk about the building plans for the rest of the commercial property?

A1. Mr. Gibson: Sorry, I am really only here to talk about the signs. I have very little information about the development of the site.

Q2. Will there be other PAD or commercial sites on this property? Do you know who they might be?

A2. Mr. Gibson: again, I really don't have any specific information on this rest of the site. I assume that other commercial uses will in added, but not really aware of any at this time.

Q3. Do you know of any specific tenants now?

A3. Mr. Gibson: not really. I would look at other Fry's developments to look at the types of mixed commercial uses that might be located here.

Q4. We have some traffic concerns for the site in general. Can you talk about the future ingress- egress of the site?

A4. Mr. Gibson: stated that Mr. Roland Winters was in attendance and that perhaps he could answer some of these concerns and restated that he was here to talk about the sign package and just did not have much information about the site development.

Q5. How tall will the ground signs be?

A5. Mr. Gibson: 15' is the total height for the proposed monument signs. The city allows taller signs and signs with more square footage, but this project will not be pushing any code boundaries.

Q6. Who is the developer?

A6. Mr. Gibson: stated that the Barclay Group was the developer.

Those in attendance asked quite a few questions of Mr. Winters about the details of the site development. Mr. Gibson asked if anyone had any specific sign related questions and then collected all emails of those in attendance that wanted a copy of the CSP. Drafts were emailed to them before they left the meeting for both in-person and on-line neighbors.

There were no specific issues raised about the signs during this meeting and no comments were generated before this meeting. Mr. Gibson made everyone aware of his phone and email if future questions came up. He thanked them for their attendance and questions.



The main body of attendance left around 7:00-7:15. The Zoom meeting continued until 8:00 p.m. no further comments or questions were generated.

Meeting Notice Process:

Kristi Trisko, from Bootz and Duke, provided the City of Surprise with the meeting details both in-person and on-line via email on June 4, 2021.

Neighborhood Meeting Notices and newspaper publishing at least 15 days prior to the meeting were completed by the City of Surprise.

We will continue to provide the City with any comments or concerns from neighbors as the Marketplace at Asante CSP moves through staff review, Planning and Zoning Commission, and City Council.

Sincerely,

A handwritten signature in black ink that reads 'Andy Gibson'.

Andy Gibson, CEO
Bootz and Duke Sign Company
Andy@BootzandDuke.com
602-272-9356

MIKE & CINDY DONNELLY

SURPRISE AZ 85387

ARNETT DUNCAN

Surprise 85387

JIM SHARP

SURPRISE AZ 85387



surpriseaz.gov

Roland F. Winters Jr.

Councilmember, District 1

623.222.1300 • Main Line
623.222.1321 • Office
623.594.5952 • Direct
roland.winters@surpriseaz.gov

16000 N. Civic Center Plaza
Surprise, AZ 85374-7470

Marilyn Heinrichs

Sam & Anita Azzarella

Nancy & David Tavares

C.R.
ASANTE

WELDON EMERY

85387

PAT Morgan

Surprise, AZ 85387

Donald Thomas + Izabela
Musial

Rd. Surprise, AZ 85387



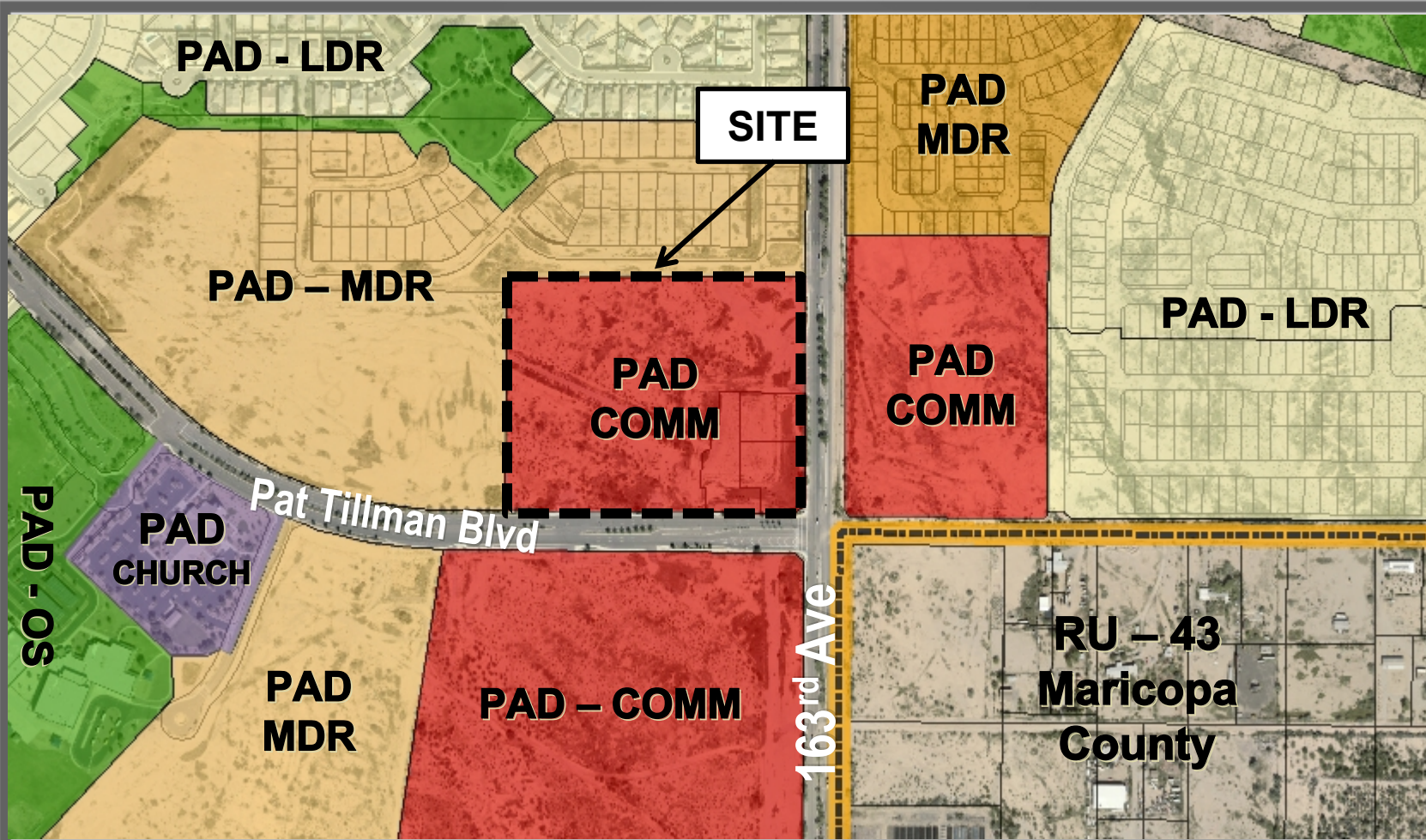
FS21-391

Marketplace at Asante Comprehensive Sign Program

City Council
October 5, 2021



VICINITY MAP



MAJOR MONUMENT SIGN

Scale: 1/2" = 1'-0"

- Installation: On ASA Pipe and Footer at Customer Specified Location



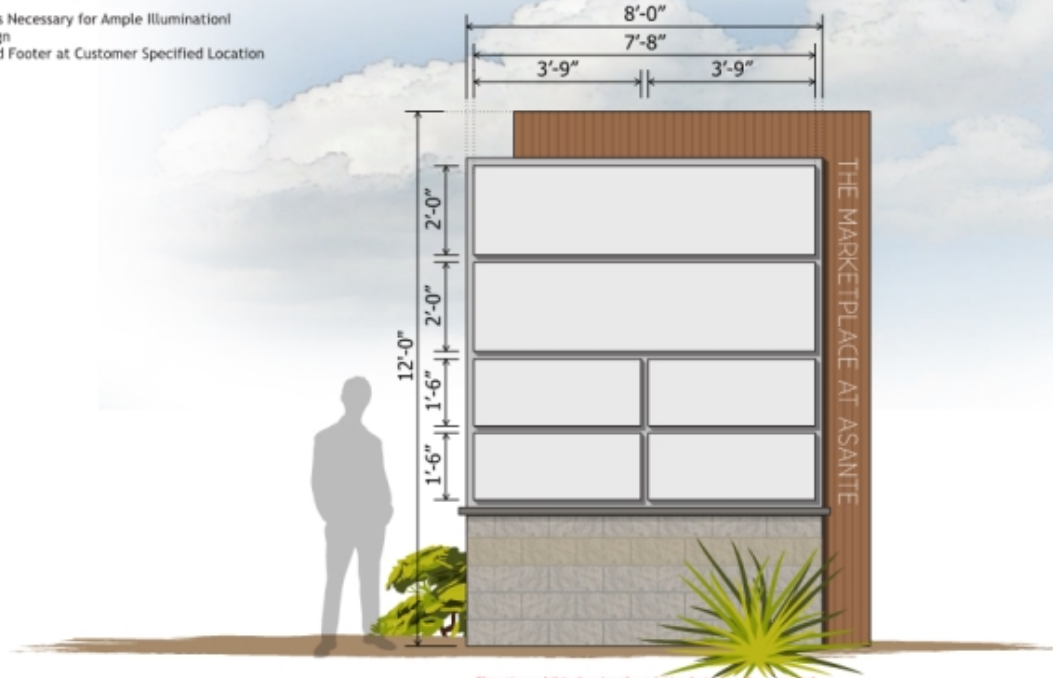
Elevation exhibit showing the relation between the proposed landscape and the location of the monument signs.

M3

Manufacture and Install One(1) Internally Illuminated Monument Sign
 57.50 Sq. Ft. Scale: 1/2" = 1'-0"

Monument Sign:

- Structure: Aluminum Angle Skinned with .090" Aluminum Painted
- Faces: Routed .125 Painted
- Backed: 3/16" Acrylic Stud Mounted to the Face
- Vinyl: Colors TBD
- Illumination: LEDs Spaced as Necessary for Ample Illumination
- Power: Power Supplies in Sign
- Installation: On ASA Pipe and Footer at Customer Specified Location



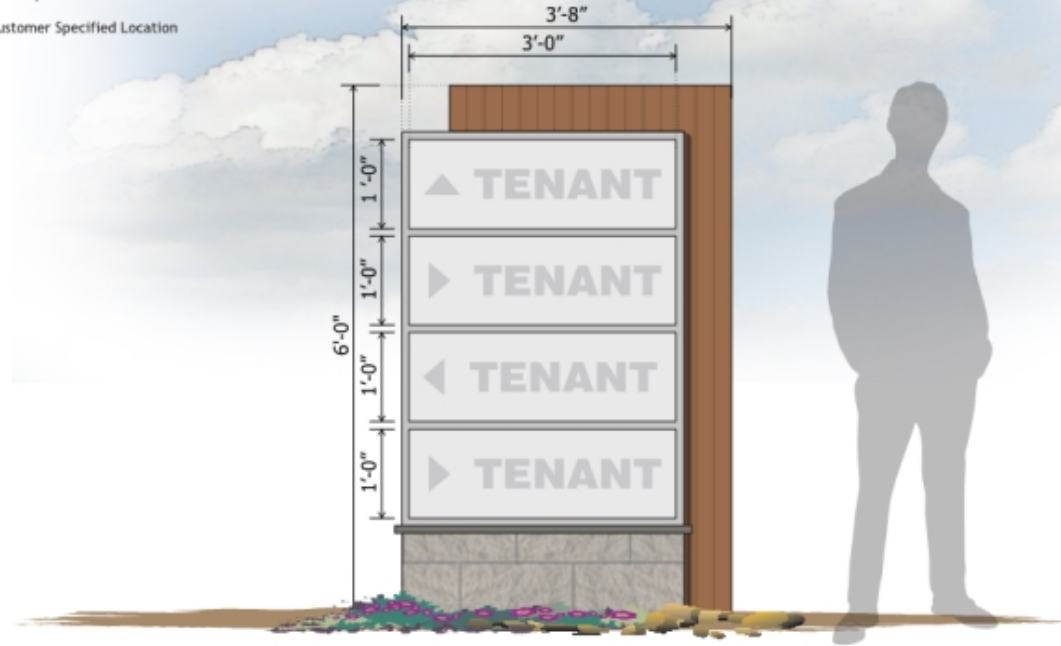
Elevation exhibit showing the relation between the proposed landscape and the location of the monument signs.

D1

Manufacture and Install Two(2) Internally Illuminated Directory Sign
12.00 Sq. Ft. Scale: 1" = 1'-0"

Monument Sign:

- Structure: Aluminum Angle Skinned with .090" Aluminum Painted
- Faces: Routed .125 Painted
- Backed: 3/16" Acrylic Stud Mounted to the Face
- Vinyl: Colors TBD
- Illumination: LEDs Spaced as Necessary for Ample Illumination
- Power: Power Supplies in Sign
- Installation: On ASA Pipe and Footer at Customer Specified Location

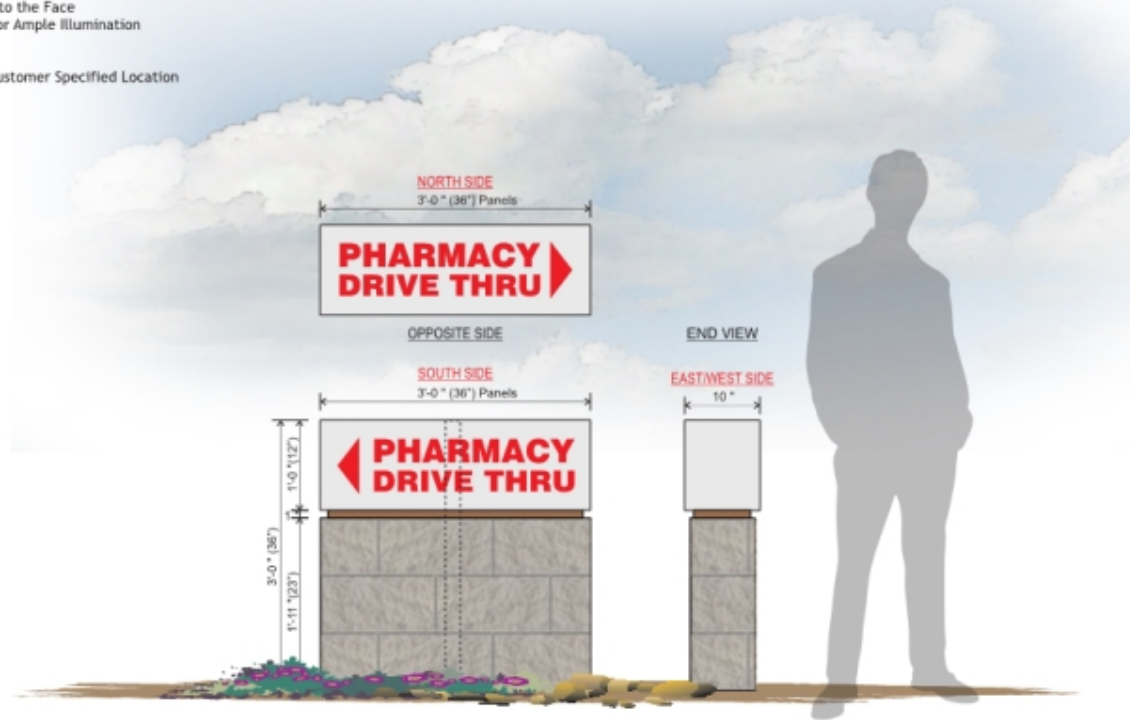


D2

Fabricate & Install (1) One Double Face Illuminated Directional
3.00 Sq. Ft. Scale: 1" = 1'-0"

Directional Sign:

- Structure: Aluminum Angle Skinned with .090" Aluminum Painted
- Faces: Routed .125 Painted
- Backed: 3/16" Red Acrylic Stud Mounted to the Face
- Illumination: LEDs Spaced as Necessary for Ample Illumination
- Power: Power Supplies in Sign
- Base: Split Face Block Base
- Installation: On ASA Pipe and Footer at Customer Specified Location





October 1, 2020



NEIGHBORHOOD MEETING

July 7th

- No Concerns with Signs



RECOMMENDATION

The P&Z Commission Recommends Approval of the CSP case FS21-391 subject to stipulations 'a' and 'b'.



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 5, 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:

Consideration and action pertaining to approval of the annexation of approximately 19.896 acres for Windstone Ranch North, a property generally located north of Happy Valley Road and west of 151st Avenue; Ordinance # 2021-20. (Case FS21-209)

Motion:

I move to approve Ordinance # 2021-20.

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 with 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 Ordinance, and the owners will request a rezoning (FS21-208) request for Residential Low Density (R-1).

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 previously not served by the City.

Policy Compliant:

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 in the past. If the area is annexed that could result in future development fees, sales and property taxes. In addition, 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 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. 21.09.16 EVR FS21-209 Annexation revised LA - Staff Report
 2. 01 - FS21-209 Windstone Ranch North Annexation - Vicinity Map
 3. 02 - FS21-209 Windstone Ranch North Annexation - Existing Zoning Map
 4. 03 - FS21-209 Windstone Ranch North Annexation - Signed Annexation Petition
 5. 04 - FS21-209 Windstone Ranch North Annexation - Assessor Annexation Report
 6. 05 - FS21-209 Windstone Ranch North Annexation - AZ DOR Value Transmittal Report
 7. 06- FS21-209 Windstone Ranch North FS21-209 Fiscal Impact Analysis Memo
 8. 07-21.09.27 EVR Ord 2021-20 Windstone Ranch North Annex
 9. 08 - FS21-209 Windstone Ranch North Annexation - Citizen Participation Report Redacted
 10. Additional Public Comment Received - Redacted
 11. FS21-209 Windstone Ranch North Annexation - 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:	October 5, 2021
8		
9	Planner:	Sergio Angulo, Planner II
10		
11		
12	Owners:	Xander Lander, LLC
13		Red Leaf Holdings, LLC
14		
15	Applicant:	Kent A. Xander, KAX Group, LLC
16		
17	Request:	Annexation of a 19.89-acre parcel known as Windstone Ranch North
18		
19	Site Location:	Generally north of Happy Valley Road and west of the 151 st Avenue
20		alignment.
21		
22	Site Size:	19.896 acres (approx.)
23		
24	General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
25		
26	Actions:	Approve: Approval of the proposed annexation will increase the
27		corporate limits of the City of Surprise and allow for the subsequent
28		approval of a related Zone Change request (FS21-208), which in turn
29		will allow the property to be developed in accordance with the City of
30		Surprise General Plan and Surprise Land Development Ordinance.
31		
32		Deny: Denial of the proposed annexation will result in the
33		continuation of a long-standing county jurisdiction and prevent the
34		City Council from taking action regarding the related Zone Change
35		requests.
36		
37		
38		
39		
40		

41 **Introduction:**

42
43 Kent A. Xander, representing the property owners, seeks annexation of an undeveloped parcel
44 generally located north of Happy Valley Road and west of the 151st Avenue alignment. The
45 annexation proposal is for 19.896 acres, consisting of (1) parcel with one owner of unincorporated
46 land adjacent to Surprise City limits.

47
48 **Project Description:**

49
50 The property is currently zoned Maricopa County Rural-43. If annexed, the property will assume
51 similar Rural Residential (RR) zoning of the Surprise Land Development Ordinances (LDO). In a
52 concurrent development application, this property is part of a rezoning case FS21-208, and will
53 be heard by both the Planning and Zoning Commission and City Council.

54
55 The parcel associated with this proposed annexation boundary includes:

- 56 • APN 503-54-004A

57
58 **BACKGROUND:**

59
60 **February 25, 2021:** Staff reviewed the subject request at a Concept Review meeting under CR21-
61 048.

62
63 **March 14, 2021:** The applicant filed the Annexation request under Case FS21-209.

64
65 **May 17, 2021:** The applicant held a Neighborhood Outreach meeting for this request.

66
67 **June 15, 2021:** Surprise City Council approved Resolution #2021-83 Intent to Annex.

68
69 **July 15, 2021:** The Planning and Zoning Commission recommended approval of the concurrent
70 rezone request, case FS21-208.

71
72 **August 17, 2021:** Surprise City Clerk filed a blank petition with legal description and affidavit
73 verifying that territory is not subject to an earlier filing for annexation as filed with the Maricopa
74 County Recorder's Office. Notice and copies of filings were sent to the Clerk of the Board of
75 Supervisors and County Assessor.

76
77 **September 7, 2021:** Surprise City Council held a public hearing within the last ten days of the 30-
78 day waiting period pursuant to A.R.S. §9-471.

79
80 **September 17, 2021:** The City received signed petition

82 **Neighborhood Outreach**

83
84 The applicant held a neighborhood outreach meeting on May 17, 2021 that was properly advertised
85 per the requirements of the Arizona Revised Statutes and the LDO. The meeting took place in-person
86 and was available virtually via Go-To-Meetings. During this meeting, residents from the vicinity
87 expressed their concerns with this project. The main concern was regarding a possible increase in
88 traffic. Some of the residents expressed their desire to keep these properties zoned for 1-acre lots to
89 have minimal traffic increase in this area. Residents also asked the applicant to explain the drainage
90 plan for this development and to ensure that development of this site would not cause flooding onto
91 their properties. Another resident expressed support for the project. There were other comments
92 regarding buffer areas and setbacks. See the attached Citizen Participation Report for a detailed
93 summary of the meeting.

94
95 **Arizona Revised Statute Description:**

96
97 The City Council approved Resolution 2021-83 on June 15, 2021, which authorized staff to record
98 a blank annexation petition for the subject property with the Maricopa County Recorder.
99 Recording the petition commences a 30-day statutory waiting period for collecting signatures on
100 the petition. In addition, per statute, a public hearing is to be held by the City Council during the
101 last ten days of the 30-day waiting period. An initial blank petition was prematurely recorded in
102 error on July 1, 2021, which would have necessitated a City Council hearing being scheduled
103 between July 21st and July 31st when the Council is on break. Therefore, after this unsuccessful
104 annexation, a new blank petition was recorded on August 17, 2021 to restart the annexation
105 process. The City Council public hearing for the blank petition thereafter was held on September
106 7, 2021. There were no comments from the City Council or from the public.

107
108 After the public hearing has been held and the 30-day waiting period has ended, signatures may
109 be collected. State statute further requires that in excess of 50% of the landowners and assessed
110 valuation for all real and personal property, sign the petition in order to validate the petition.
111 State statute also allows up to one year following the end of the 30-day period to obtain the
112 required number of signatures.

113
114 **Summary:**

115
116 The proposed annexation includes one parcel, 19.896 acres, and requires signatures from
117 representatives of two (2) ownership groups after the Arizona Revised Statute's required 30-day
118 waiting period that concluded on September 17, 2021. Upon receiving those signatures,
119 Windstone Ranch North will be eligible for annexation by the City of Surprise. The signed petition
120 must be presented and considered by City Council within one (1) year.

<u>Annexation Details</u>	<u>A.R.S Requirements</u>	<u>Provided</u>	<u>Percentage provided</u>
Real Property - 1 parcel (2 owners)	2 signatures	2 signatures	100%
Total Assessed Value - \$800.00	\$800.00	\$800.00	100%

123

124

125 The parcel to be annexed complies with all requirements for size, shape, and contiguity set forth
126 in the Arizona annexation statutes.

127

128 **Attachments:**

129

130 01 Vicinity Map

131 02 Existing Zoning Map

132 03 Signed Petition

133 04 Assessor Annexation Report

134 05 AZ Dept. of Revenue Value Transmittal Report

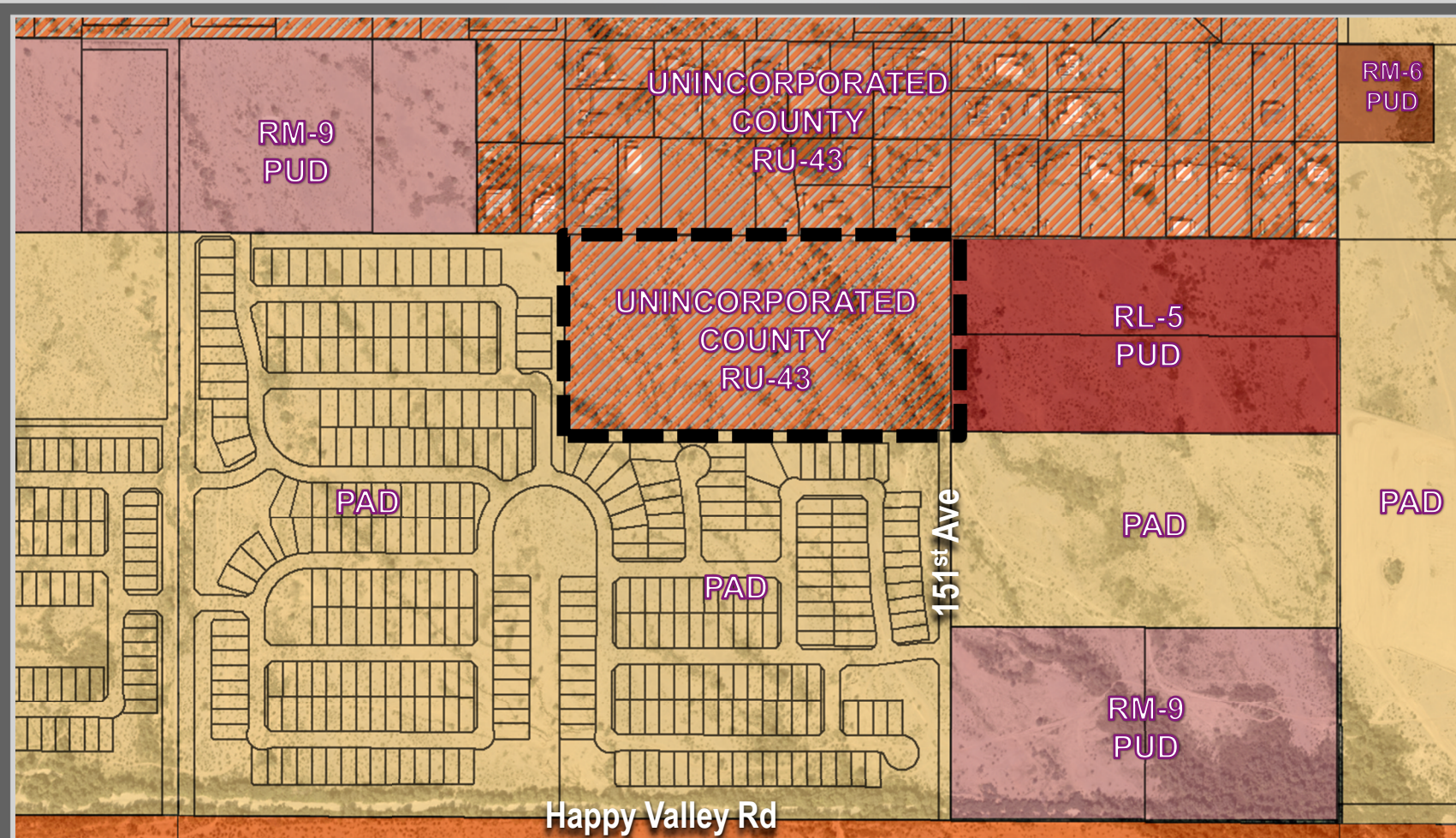
135 06 Financial Impact Analysis

136 07 Annexation Ordinance 2021-20

137 08 Citizen Participation Report



FS21-209 VICINITY MAP



FS21-209 EXISTING ZONING

Recording requested by:

City of Surprise
City Clerk's Office
16000 N Civic Center Plaza
Surprise, Arizona 85374

AnnexPetWindstoneN-10-1-1--
Hoyp

**ANNEXATION PETITION
AND EXHIBITS**

**AFFIDAVIT REGARDING ANNEXATION
AND RESOLUTION 2021-83**

ANNEXATION PETITION**TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF
SURPRISE, ARIZONA:**

We, the undersigned, the owners of one-half or more of the real and personal property that also represents one-half or more of the value of the real and personal property that would be subject to taxation by the City of Surprise in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Surprise, with the exterior boundaries of the territory proposed to be annexed shown on the map attached hereto, marked "Exhibit "B" and made a part hereof, request the City of Surprise to annex the following described territory, provided that the requirements of A.R.S. §9-471, and amendments thereto are fully observed.

The description of the territory proposed to be annexed as part of the Surprise Case #FS21-209, not already within the present limits of the City of Surprise and located in Maricopa County, Arizona, is as described and attached hereto, marked Exhibit "A" and made part thereof:

DATE	NAME OF PROPERTY OWNER	MAILING ADDRESS	PHONE NO	PARCEL NUMBER OR LEGAL DESCRIPTION
------	------------------------------	-----------------	----------	--

9-17-21	Xander Lander, LLC	9290 E. Thompson Peak Parkway, Unit 227, Scottsdale, AZ 85255	602-499-9305	APN # 503-54-004A
---------	--------------------	--	--------------	-------------------

By: Kent A Xander, Name: Kent A. Xander, Its: Manager

9-17-21	Red Leaf Holdings, LLC	8601 N. Scottsdale Road, # 335, Scottsdale, AZ 85253	602-692-7636	APN # 503-54-004A
---------	------------------------	---	--------------	-------------------

By: Red Leaf North, LLC By: Andrew Harrison, Name: Andrew Harrison, Its: Manager

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

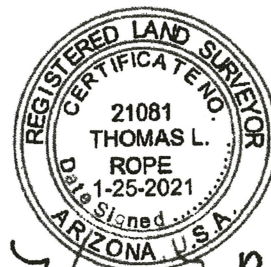
EXHIBIT A

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



Thomas L. Rope

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'

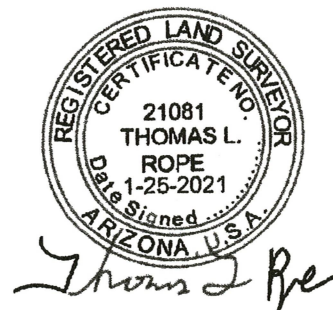
Segment# 2: Line
Course: S0°02'07"W Length: 660.57'
North: 988,075.8656' East: 557,278.7576'

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



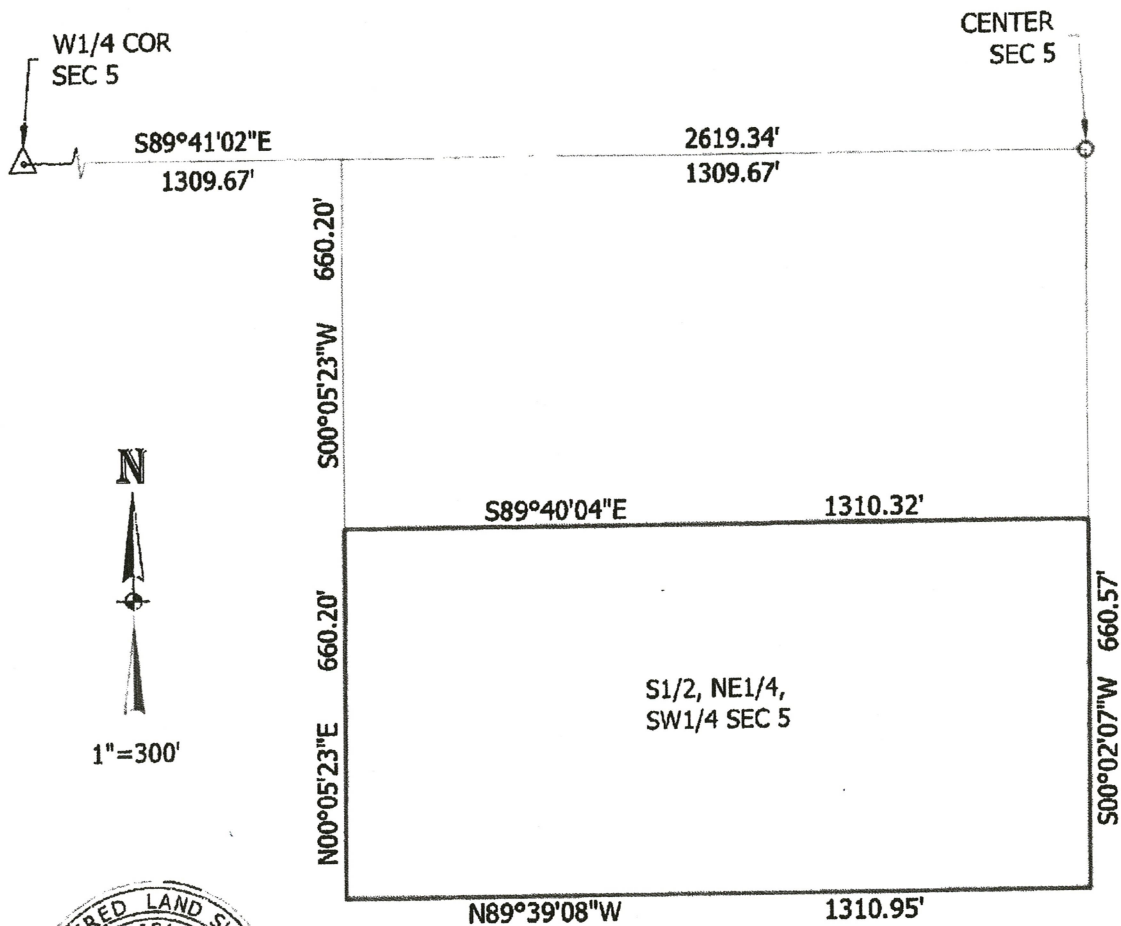
Land Survey Services PLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

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.

Lari Beth Kirkendall
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

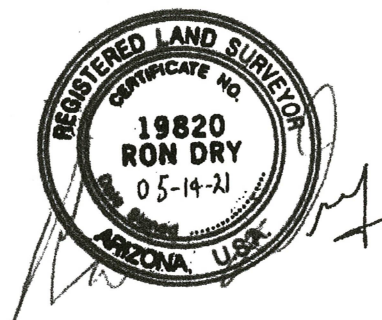
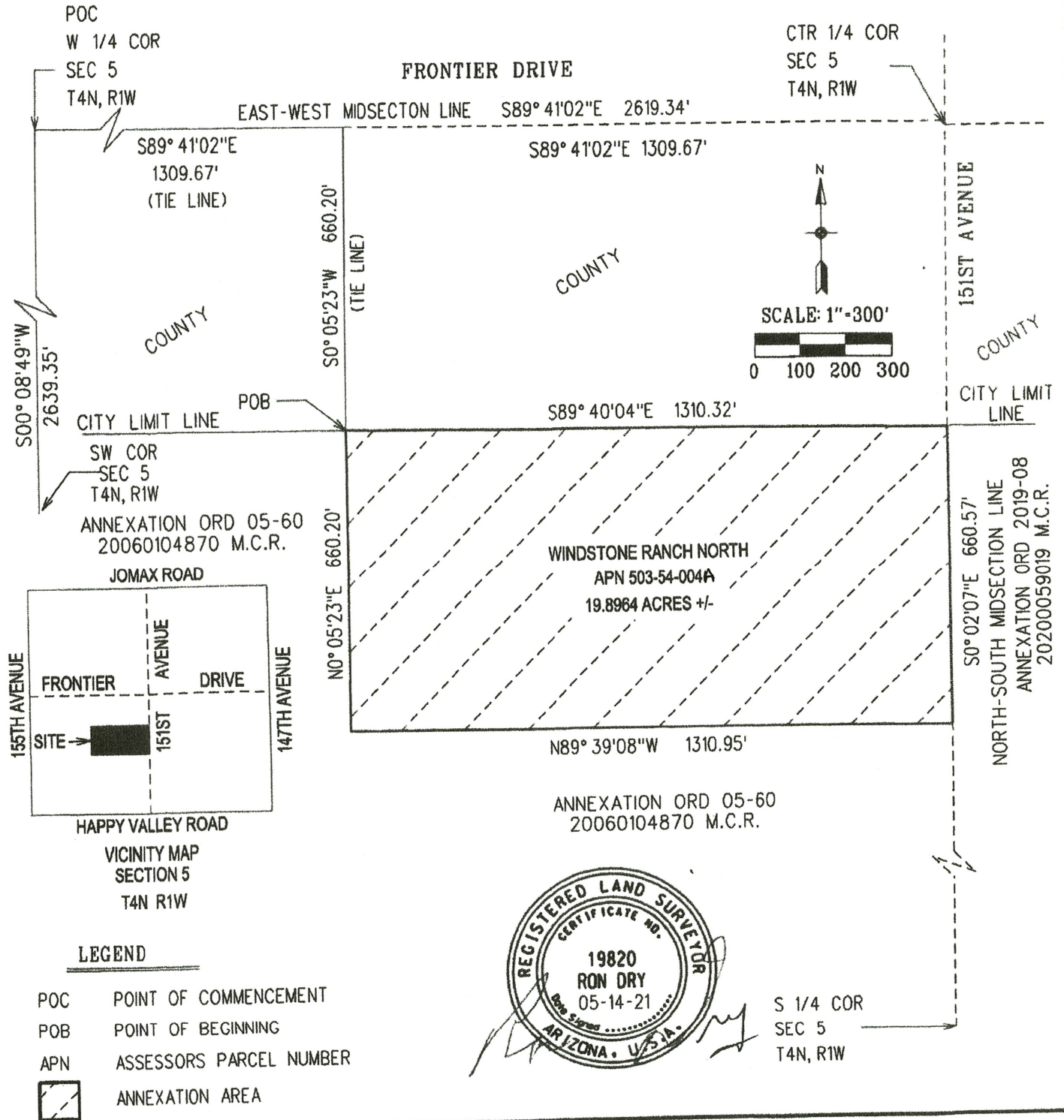


EXHIBIT "B"



ANNEXATION
WINDSTONE RANCH NORTH



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 21016

DRAWN BY RCD

DATE 05-14-2021 SHEET 1 OF 1

FS21-209 Windstone Ranch North
Assessor Annexation Report 20210813

Parcel No	Tax Year	Property Use	Tax Area Code	Owner Name	Mailing Address	City State Zip
503-54-004A	2021	RANCHES	890007	SHOKOOHI FARHAD K/ MOMMAD-ALI	350 GULFVIEW DR	SAGINAW MI 48638

Parcel No	Land FCV	CVP PP FCV	Total FCV	Total Assed FCV	Parcel Sq Ft	Total Acreage
503-54-004A	\$800	\$0	\$800	\$120	871,200	20.000
	\$800	\$0	\$800	\$120		20.000

STATE OF ARIZONA

Department of Revenue
Local Jurisdictions District
Fax (602) 542-4425



Douglas A. Ducey
Governor

Robert Woods
Director

August 17, 2021

Mr. Sergio Angulo
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

RE: State Docket # 07-1194-00, FS21-209

Dear Mr. Angulo:

Your annexation proposal regarding the City of Surprise is identified under our docket number 07-1194-00. Attached is a list of the utility companies who have been notified by our office requesting their property valuation, if any, in the proposed annexation area in the following tax area code(s): 8907

Please direct your inquiries to my email address: fvillaverde@azdor.gov

Sincerely,

Flo Villaverde

Flo Villaverde
GIS Annexations
Telephone: 602 716 6832
Fax: 602 542 4425

**Arizona Department of Revenue - Centrally Valued Property
Tax Year 2021 Maricopa County Centrally Valued Taxpayers by Tax Area Codes**

CLASS	NBR	CNTY	TAX AREA CODE	TAXPAYER NAME	ADDRESS	CITY	STATE	ZIP CODE
54	641	7	8907	SOUTHWEST GAS CORPORATION (T&D)	PO BOX 98510 LVC-435	LAS VEGAS	NV	89193-8510
54	650	7	8907	ARIZONA PUBLIC SERVICE COMPANY	Attention: Alex Cifuentes	Phoenix	AZ	85072-3940
54	659	7	8907	ARIZONA PUBLIC SERVICE COMPANY (REE)	Attention: Alex Cifuentes	Phoenix	AZ	85072-3940
55	370	7	8907	EPCOR (SUN CITY WEST WATER DIVISION)	2355 W PINNACLE PEAK RD STE 300	PHOENIX	AZ	85027
56	729	7	8907	QWEST CORPORATION	P O Box 2599	Olathe	KS	66063
56	775	7	8907	COX ARIZONA TELCOM LLC	6205 PEACHTREE-DUNWOODY RD 12TH FLOOR	ATLANTA	GA	30328
64	650	7	8907	ARIZONA PUBLIC SERVICE COMPANY (EPF)	Attention: Alex Cifuentes	Phoenix	AZ	85072-3940
65	650	7	8907	ARIZONA PUBLIC SERVICE COMPANY (CWIP)	Attention: Alex Cifuentes	Phoenix	AZ	85072-3940

Memorandum

To: Lloyd Abrams, Assistant Director, Community Development
From: Stacie Cameron, Sr. Financial Management Analyst
Date: September 16, 2021
Re: FS21-209 Windstone Ranch North Fiscal Impact Analysis

Per the Annexation Policy Manual – 2008 Revision, a land use based fiscal impact analysis has been conducted utilizing data provided by the applicant. The data provided assumes residential development of approximately 19.896 acres generally located north of Happy Valley Road and west of the 151st Avenue alignment.

Based on the land use information, the construction timeline, and the development assumptions, the net financial impact to the operating funds of the City of Surprise is positive. Due to construction sales tax collection, a positive impact is projected annually during the first four years of development. Over twenty years, expenses are projected to be \$1,555,427, and revenue is projected to be \$1,576,477, resulting in a net financial impact of \$21,050.

ORDINANCE # 2021-20

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF SURPRISE, MARICOPA COUNTY, STATE OF ARIZONA PURSUANT TO THE PROVISIONS OF ARIZONA REVISED STATUTES TITLE 9 CHAPTER 4 ARTICLE 7 AND AMENDMENTS THERETO BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF SURPRISE, CONSISTING OF 19.89 ACRES LOCATED IN A PORTION OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA RIVER BASE AND MERIDIAN, MARICOPA COUNTY, STATE OF ARIZONA, AND ESTABLISHING EQUIVALENT CITY OF SURPRISE ZONING.

WHEREAS, a petition in writing accompanied by a map or plot of said real property having been filed and presented to the Mayor and Council of the City of Surprise, Arizona, signed by the owners of more than one-half in value of the real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City of Surprise in the event of annexation within the territory and land hereinafter described in the attached **Exhibit A** (the "**Annexation Area**") and as shown by the last assessment of said property which said Annexation Area is contiguous to the City of Surprise, and not now embraced within its limits, asking that the Annexation Area be annexed to the City of Surprise, and to extend and increase the corporate limits of the City of Surprise so as to embrace the same;

WHEREAS, the Mayor and City Council of the City of Surprise, Arizona are desirous of accepting said petition and extending and increasing the corporate limits of the City of Surprise to include said territory;

WHEREAS, the said petition sets forth a true and correct description of all the exterior boundaries of the entire Annexation Area proposed to be annexed to the City of Surprise and had attached thereto at all times an accurate map of the Annexation Area, as shown in **Exhibit B**, desired to be annexed;

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after the said petition had been signed by any owner of real and personal property within the Annexation Area;

WHEREAS, the provisions of A.R.S. § 9-471, and amendments thereto, have been fully observed;

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Surprise, Arizona, together with a true and correct copy of the original petition referred to herein, which is on file in the office of the County Recorder for Maricopa County, Arizona;

WHEREAS, the Annexation Area described in **Exhibit A** and depicted on **Exhibit B** includes approximately 19.89 acres of improved property owned by Xander Lander, LLC and Red Leaf Holdings, LLC;

WHEREAS, the subject property is within the Annexation Area having Rural-43 (RU-43) zoning in Maricopa County, as shown in **Exhibit C**, the Mayor and City Council, pursuant to A.R.S. § 9-471(L), shall adopt and apply to this area the City of Surprise Rural Residential (RR) zoning district that permits densities and uses no greater than those permitted by the Maricopa County zoning immediately before annexation;

WHEREAS, the City Council has reviewed the Staff Reports and supporting materials which discuss the proposed annexation to be considered by the Council, and now finds that the annexation of the Annexation Area would be beneficial to Surprise by ensuring that all future development would be controlled by and be consistent with the objectives and policies of the Surprise General Plan 2035, the requirements of the Surprise Land Development Ordinance ("**LDO**"), all future land development ordinances, and all other applicable City of Surprise codes and regulations; and

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

Section 1. That the Annexation Area described in the attached **Exhibit A** be and the same hereby is annexed to the City of Surprise and that the present corporate limits be and the same hereby are extended and increased to include the Annexation Area described in **Exhibit A** contiguous to the present City limits.

Section 2. That a copy of this Ordinance, together with an accurate map of the territory hereby annexed as shown in **Exhibit B**, as certified by the Mayor of the City of Surprise, shall be recorded in the office of the County Recorder of Maricopa County, Arizona, and that a copy of this ordinance shall be provided to the Clerk of the Board of Supervisors of Maricopa County, Arizona.

Section 3. That the property described in **Section 1** of this Ordinance with Maricopa County zoning as shown in **Exhibit C** shall be designated with equivalent City of Surprise zoning as shown in **Exhibit C** upon the effective date of this Ordinance.

Section 4. That the City of Surprise zoning map is herewith amended to reflect the change in districts referred to in **Section 3**, above.

Section 5. This Ordinance shall take effect, and the annexation of the subject property shall become final, thirty days after this Ordinance is adopted.

Section 6. This Ordinance is not of general application throughout the City and therefore is not required to be codified.

Section 7. That the provisions of this Ordinance are not severable, and the entirety of this Ordinance shall become null and void and of no effect in the event any provision is finally determined to be illegal or invalid by a court of competent jurisdiction or if any provision should be invalidated by a referendum vote.

PASSED AND ADOPTED this ____ day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

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

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

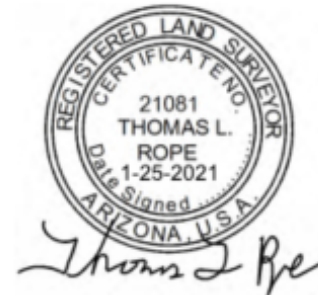
Error Closure: 0.0111

Course: S3°54'45"W

Error North : -0.01112

East: -0.00076

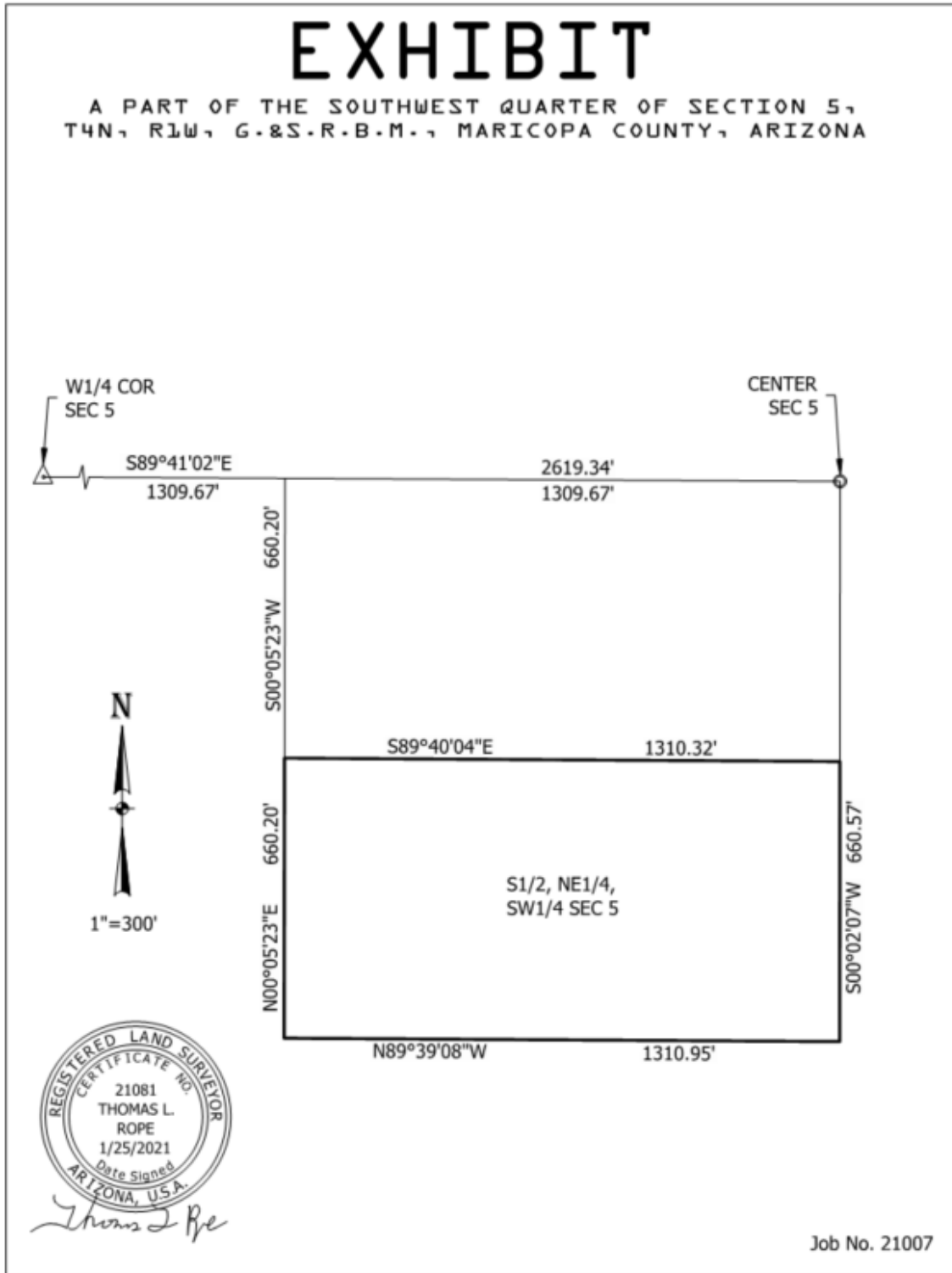
Precision 1: 355,138.74



Land Survey Services PLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

Job No. 21007

EXHIBIT B
MAP



Ordinance No. 2021-20
RFLS #7965
Rev 091/21

EXHIBIT C

Zoning Table

APN	Owners	Pre-annexation Maricopa County Zoning	Post-annexation Surprise Zoning
503-54-004A	Xander Lander, LLC Red Leaf Holdings, LLC	Rural-43 (RU-43)	Rural Residential (RR)



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

Notice of Public Hearing City of Surprise

Neighborhood Meeting Annexation and Rezone	City Council Annexation Hearing	Planning & Zoning Commission Rezone Hearing	City Council Annexation and Rezone Hearing
Date: May 17, 2021	Date: TBD	Date: TBD	Date: TBD
Time: 6:00 P.M.	Time: 6:00 P.M.	Time: 6:00 P.M.	Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr. Surprise, AZ 85387	Location: 16000 N Civic Center Plaza Surprise, AZ 85374	Location: 16000 N Civic Center Plaza Surprise, AZ 85374	Location: 16000 N Civic Center Plaza Surprise, AZ 85374

To participate virtually, see below: <https://www.gotomeet.me/1TBZoning/neighborhood-mtg-windstone> You can also dial in using your phone. United States: +1 (872) 240-3311

Access Code: 136-046-837

Case #s: FS21-208 & FS21-209

Project Name: Windstone Ranch North, parcel 503-54-004A

Request: This applicant is requesting approval of the following:
 Case FS21-208 - An annexation of approximately 19.8964 acres of unincorporated land into the City of Surprise and establishing equivalent zoning of Rural Residential (RR).
 Case FS21-209 - Rezone of approximately 19.8964 acres from Rural Residential (RR) to Residential Low Density (R-1) with no more than sixty-two (62) single-family lots.

Applicant requesting the action: KAX Group, LLC

Contact Community Development for more information Sergio Angulo: 623-222-3137, sergio.angulo@surpriseaz.gov
 Joshua Mike: ACP 623-222-3134, joshua.mike@surpriseaz.gov

For more information and to confirm dates, call: 623-222-3011 Surpriseaz.gov



4/29/21 58

Notice of Public Hearing City of Surprise

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Notice of Public Hearing City of Surprise

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4/29/21 3 8 5

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4/29/21 3 9 06

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. GRAFFIS			
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			

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy

Date : 5/17/2021 Time: 6:00PM - 7:00PM

[illegible]

Date : 5/17/2021 Time: 6:00PM - 7:00PM

Page 398 of 483

From: noreply@civicplus.com
To: [Ashley Labhart](#); [WebMaster](#); [Planning and Zoning Comments](#)
Subject: Online Form Submittal: Planning & Zoning Commission Public Comment Form
Date: Tuesday, September 7, 2021 4:41:46 PM

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Planning & Zoning Commission Public Comment Form

Call to the Public

For people wishing to address the Planning & Zoning Commission, please fill out the form below:

First Name	Gale
Last Name	Wyman
Address1	
Address2	Field not completed.
City	Surprise
State	az
Zip	85387
Meeting Date	9/7/2021
Phone Number	
Email	
Please Choose One	Agenda Item
Please enter the agenda Item number.	1
Comment	RE: "Annexation of unincorporated land into the City of Surprise and establish equivalent City Zoning." I had planned to attend tonight's meeting but physical issues have limited me recently. I have concerns regarding the flood issues that impact that acreage and all the areas surrounding it and whether Surprise is taking responsibility for resulting problems? The land is zoned RR. Does Surprise have an equivalent RR zone? In this tiny note, I wish to begin to create some awareness.

(Section Break)

Public Meeting Rules

Individuals wishing to address the Planning and Zoning Commission on specific terms, during public meetings or at the Call-to-the-Public segment of the public meeting shall be required to abide by the following rules:

- 1. Citizens wishing to be heard will be required to fill out a Call to the Public request form and turn it into the Planning and Zoning Commission Secretary before the meeting begins.*
- 2. Each individual will be allowed to speak only once. Each speaker will be restricted to (3) minutes. The Chair will announce any time adjustments at the beginning of the meeting. Organized groups with one spokesperson may be allowed double time by the Chair, time permitting.*
- 3. Speakers will begin by providing their name and address for the record. You will be required to complete your statement prior to the commission responding. This will assure the speaker their full time. Should the speaker ask questions, the questions will be responded to following the completion of the statement and directed by the Chair.*
- 4. Respect the rights of the parties speaking whether you support or disagree with them. Parties failing to abide by these rules will be removed from the meeting.*

Email not displaying correctly? [View it in your browser.](#)



Annexation

FS21-209 – Windstone Ranch North

City Council
October 5, 2021

Annexation Steps

Resolution for the Intent to Annex & Blank Petition

- City Council – June 15, 2021
- Approved Resolution 2021-83

File Blank Petition:

- August 17, 2021: Blank Petition Recorded
- Begins 30-day waiting period;

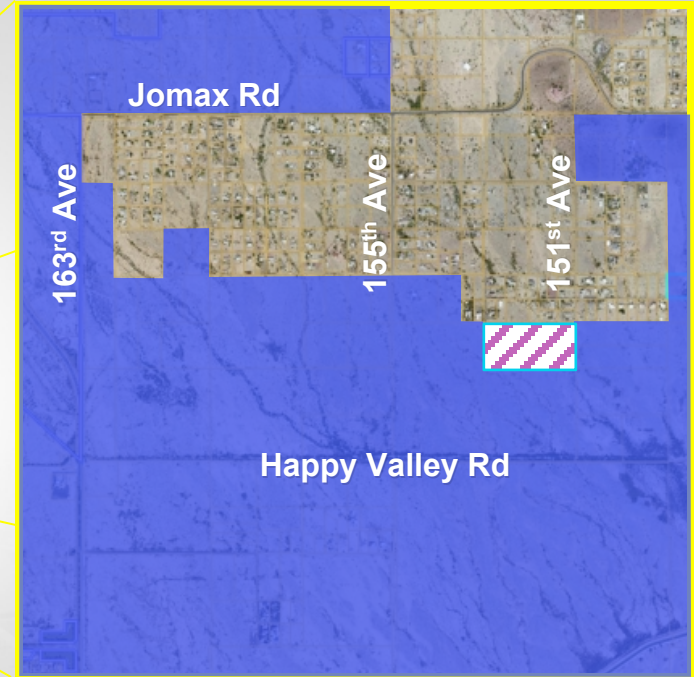
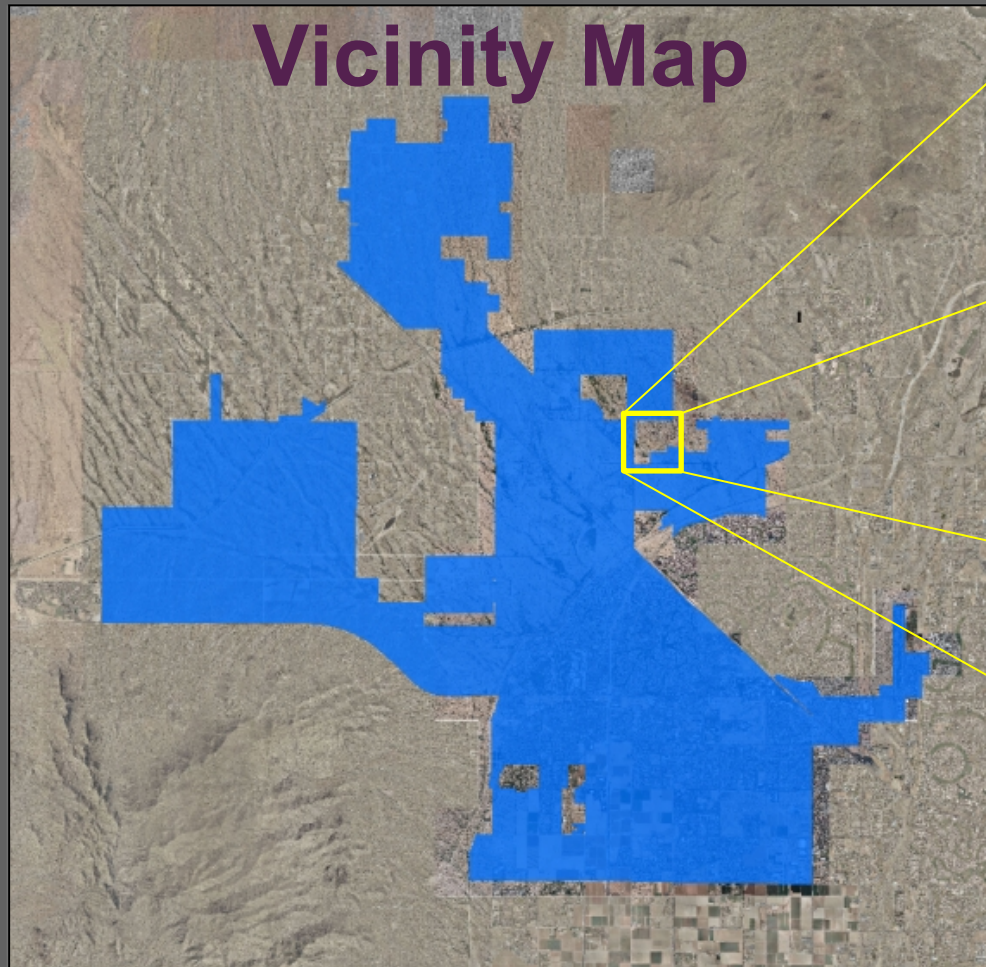
Public Hearing:

- City council holds public hearing to discuss the annexation proposal
- September 7, 2021 (approximately 21-30 days after filing blank petition)
- No Action

Obtain signatures on annexation petitions

- Signed Petition Received 9/17/2021
- City Council adopts annexation ordinance

Vicinity Map



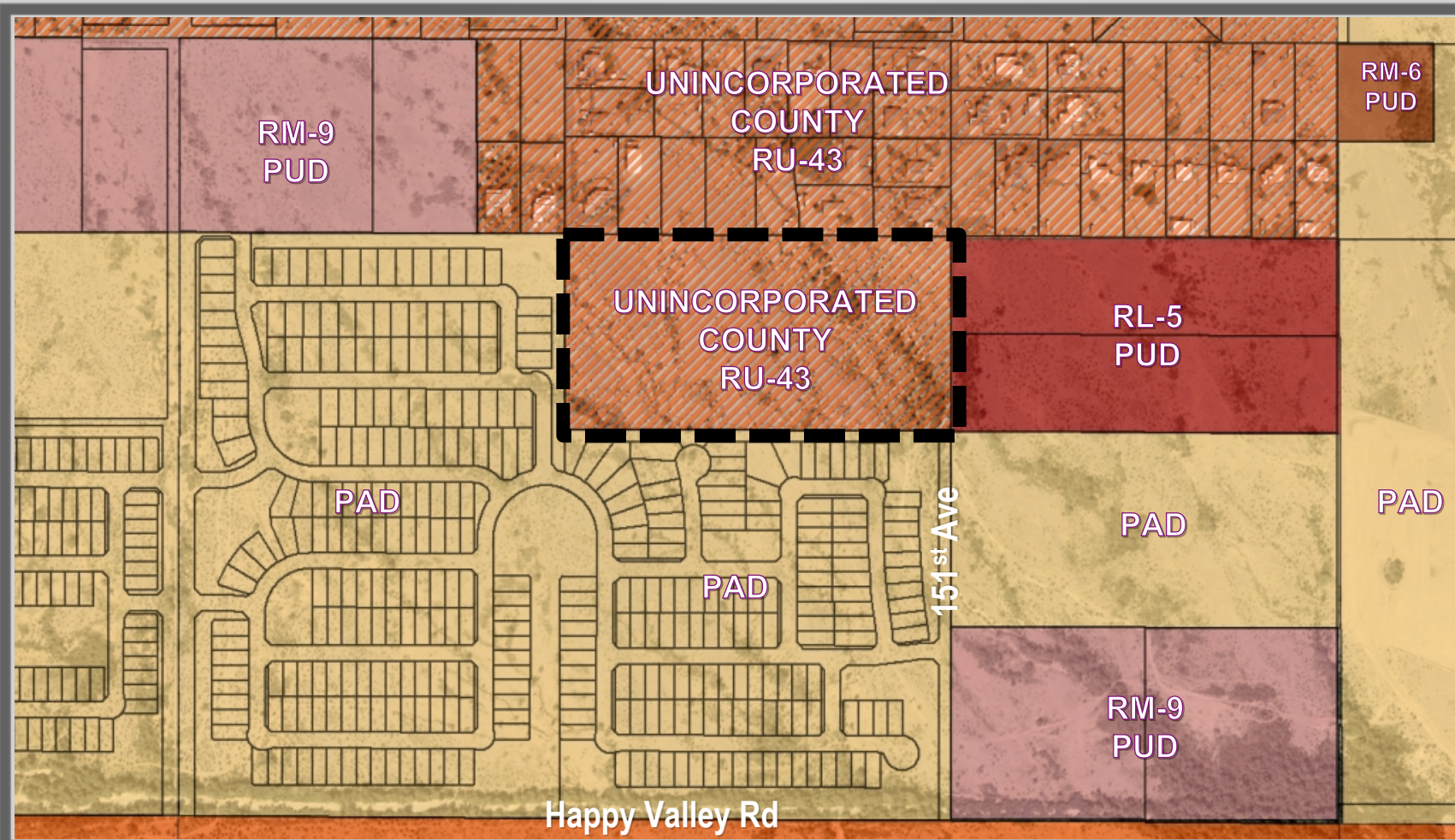
Proposed Annexation Location



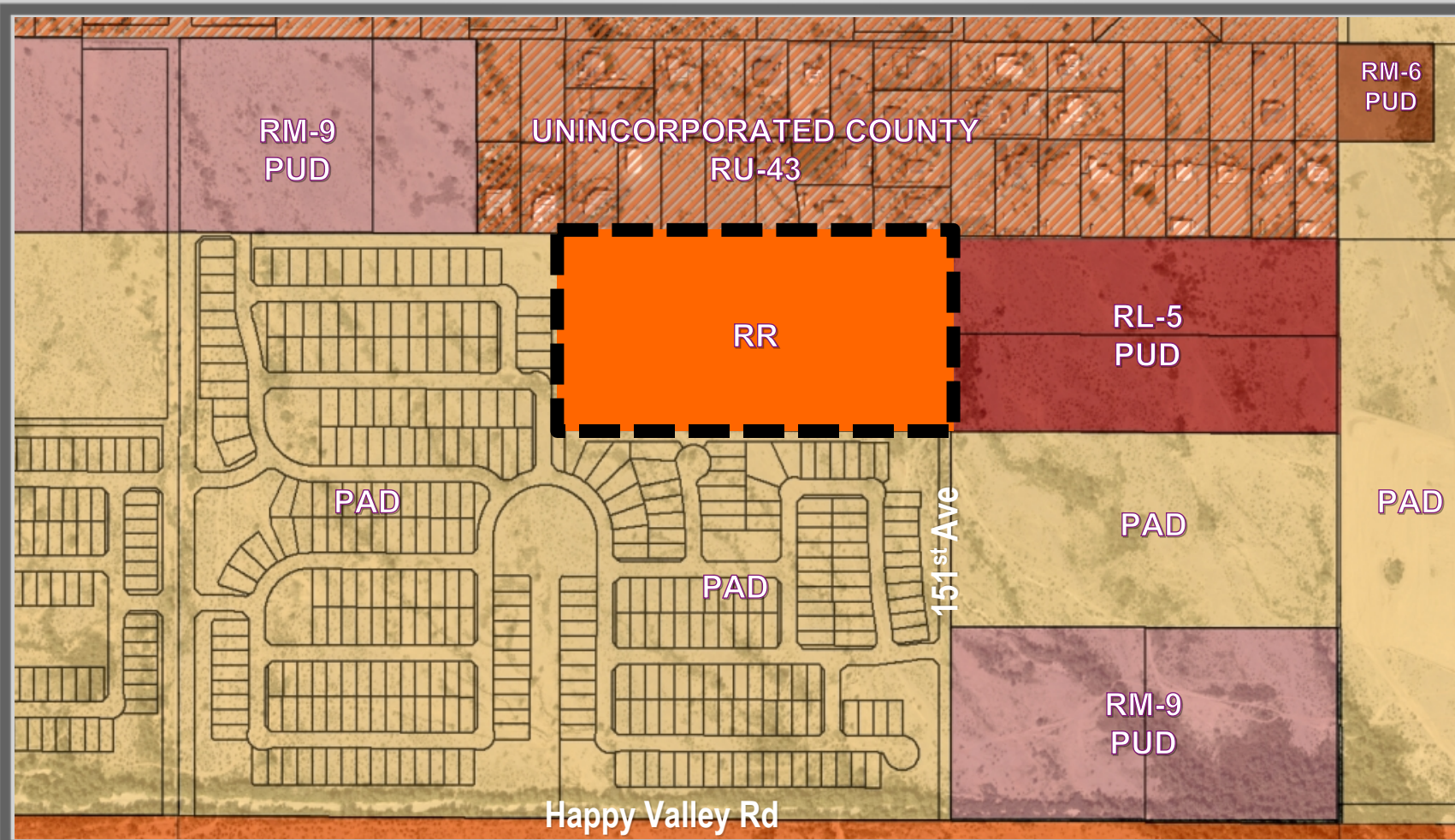
Existing Surprise Incorporated Limits



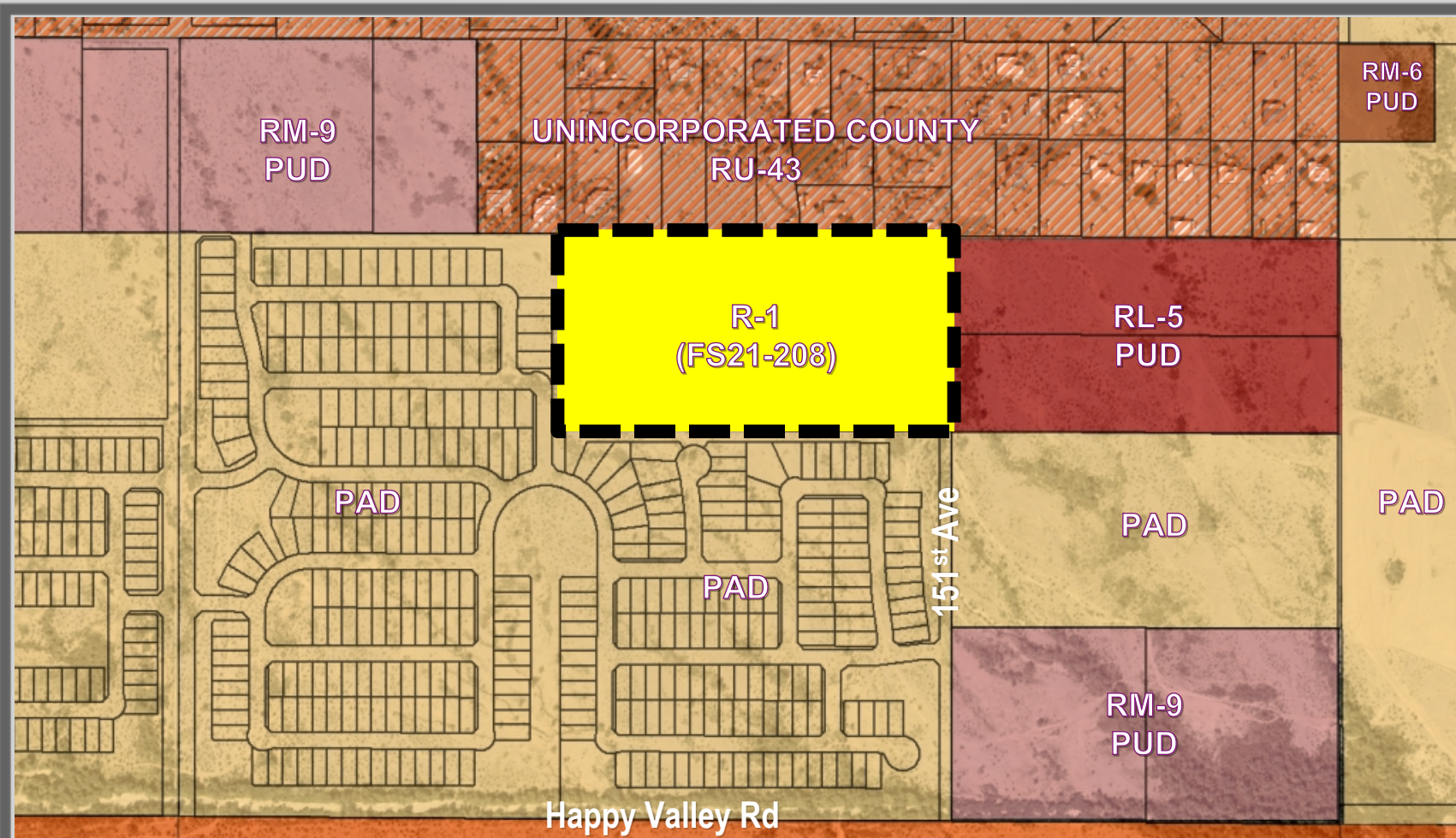
FS21-209 – Windstone Ranch (19.896 acres)



FS21-209 EXISTING ZONING



POST ANNEXATION ZONING



PROPOSED ZONING (FS21-208)

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: October 5, 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:

Consideration and action pertaining to approval of a rezone of approximately 19.89 acres from Rural Residential (RR) to Residential Low Density (R-1) for Windstone Ranch North, a property generally located north of Happy Valley Road and west of the 151st Avenue alignment; Ordinance # 2021-13.

Motion:

I move to approve Ordinance # 2021-13.

Background:

At the time of this report, the subject property is in Maricopa County jurisdiction outside of City limits and is zoned RU-43. This Rezone will follow the annexation of the subject property. Following the annexation, the applicant proposes to rezone the subject property to R-1 with a maximum density of 3.12 DU/Ac for a single-family residential development known as Windstone Ranch North. On July 15, 2021, the Planning and Zoning Commission passed a motion to recommend approval of the Rezone, case FS21-208, to the Mayor and City Council.

Objective Analysis:

This Rezone will allow the applicant to develop a single-family residential subdivision on the subject property.

Policy Compliant:

The requested Rezone is consistent with the Surprise Land Development Ordinance and advances the goals and policies of the General Plan.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS21-208 - Windstone Ranch North Rezone - Staff Report - CC
 2. 01 - FS21-208 - Windstone Ranch North Rezone - Vicinity Map - CC
 3. 02 - FS21-208 - Windstone Ranch North Rezone - Zoning Map - CC
 4. 03 - FS21-208 - Windstone Ranch North Rezone - Zoning Document - CC
 5. 04 - FS21-208 - Windstone Ranch North Rezone - Luke AFB Comments - CC
 6. 05 - FS21-208 - Windstone Ranch North Rezone - Citizen Participation Report Redacted - CC
 7. 21.09.28 EVR Ord 2021-13 Windstone Ranch North Rezone - FINAL
 8. FS21-208 - Windstone Ranch North Rezone - PowerPoint - CC
-

ZONE CHANGE

REPORT TO THE CITY COUNCIL

1 **Case:** **FS21-208**
2
3 **Project Name:** Windstone Ranch North Rezone
4
5 **Council District:** 1 – Acacia
6
7 **Planning and Zoning**
8 **Commission Date:** July 15, 2021
9
10 **City Council Date:** **October 5, 2021**
11
12 **Planner:** Sergio Angulo, Planner II
13
14
15 **Owner:** Xander Lander, LLC and Red Leaf Holdings LLC
16
17 **Applicant:** Kent Xander of KAX Group, LLC
18
19 **Request:** Zone Change from Rural Residential (RR) to Residential Low Density
20 (R-1).
21
22 **Site Location:** Generally north of Happy Valley Road and west of the 151st Avenue
23 alignment in a portion of the southwest quarter of Section 5,
24 Township 4 North, Range 1 West, of the Gila and Salt River Base and
25 Meridian, Maricopa County, Arizona.
26
27 **Dwelling Units:** 62 Units
28
29 **Site Size:** 19.896 acres (approx.)
30
31 **Density:** 3.12 DU/Ac
32
33 **General Plan Conformance:** The proposal is consistent with the Surprise General Plan.
34
35 **Support/Opposition:** Residents from the vicinity attended the applicant's Neighborhood
36 Outreach Meeting on May 17, 2021. During the meeting, there was
37 some opposition and some support for the project.
38
39 **Commission**

Recommendation: **Approval** of case **FS21-208**, subject to staff recommended stipulations 'a' and 'b'.

Project Description:

Kent Xander of KAX Group, LLC on behalf of Xander Lander, LLC and Red Leaf Holdings LLC, requests a Zone Change of 19.9 acres (approx.) from Rural Residential (RR) to Residential Low Density (R-1) to accommodate a future 62-lot single-family residential development, generally located north of Happy Valley Road and west of the 151st Avenue alignment.

Background:

February 25, 2021: Staff met with the applicant to discuss the project during a regularly scheduled Concept Review meeting under CR21-048.

March 12, 2021: The applicant filed a related request for a Zone Change from RR to R-1 for approximately 19.896 acres under case FS21-208, the subject case.

May 17, 2021: The applicant held a neighborhood outreach meeting to discuss the project.

July 15, 2021: The Planning and Zoning Commission passed a motion to recommend approval of this Zone Change to the Mayor and City Council subject to staff recommended stipulations 'a' and 'b'.

Neighborhood Meeting Summary:

The applicant held a neighborhood outreach meeting on May 17, 2021 that was properly advertised per the requirements of the LDO. The meeting took place in-person and was available virtually via Go-To-Meetings. During this meeting, residents from the vicinity expressed their concerns with this project. The main concern was regarding a possible increase in traffic. Some of the residents expressed their desire to keep these properties zoned for 1-acre lots to have minimal traffic increase in this area. Residents also asked the applicant to explain the drainage plan for this development to ensure that development of this site would not cause flooding onto their properties. Another resident expressed support for the project. There were other comments regarding buffer areas and setbacks. See the attached Citizen Participation Report for a detailed summary of the meeting.

Analysis and Discussion:

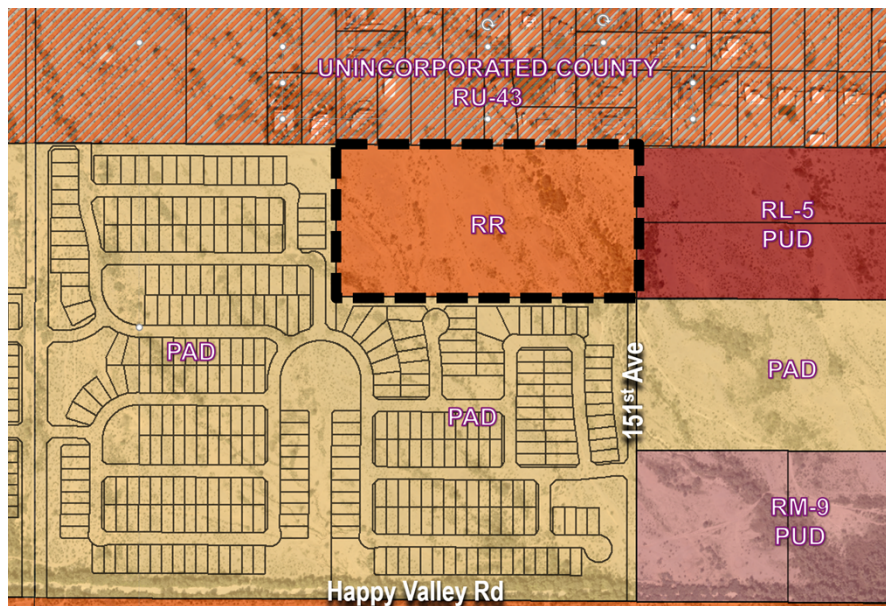
75

76 At the time of this report, the subject property is in Maricopa County jurisdiction outside of City limits.
77 The current zoning of the subject property is Rural-43 (RU-43) under County jurisdiction. In
78 conjunction with this Zone Change application, the applicant submitted an annexation request under
79 case FS21-209 to incorporate the subject property into the City of Surprise. The subject Zone Change
80 will follow the annexation if approved. If the annexation is approved by the Mayor and City Council,
81 the subject property will assume like-zoning of Rural Residential (RR), which is the City's equivalent
82 zoning to Maricopa's County RU-43 zoning district. If the annexation is denied by the Mayor and City
83 Council, this Zone Change request becomes null and void.

84

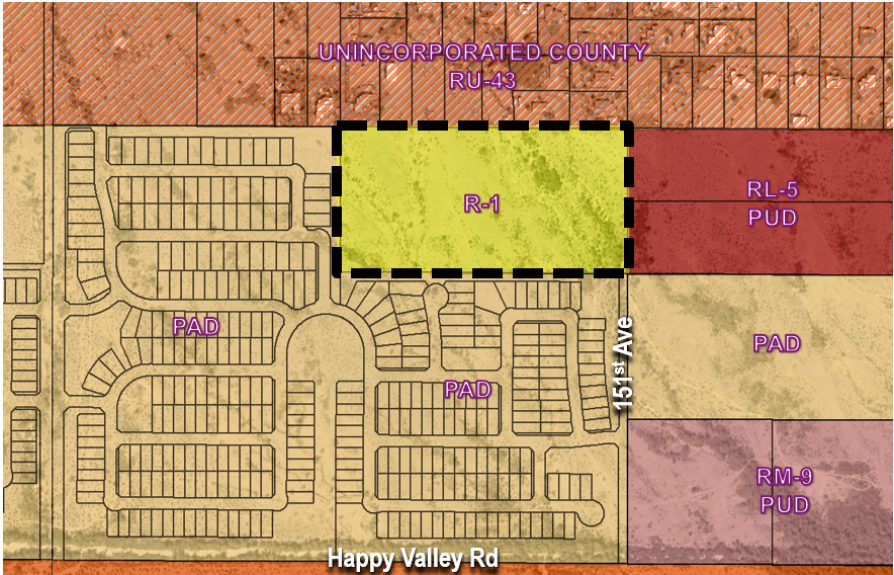
85 Following the annexation of the subject property, the applicant requests to rezone the subject site
86 from Rural Residential (RR) to Residential Low Density (R-1) to accommodate a future 62-lot single-
87 family residential subdivision over approximately 19.9 acres for a maximum density of 3.12 dwelling
88 units per acre.

Existing Zoning (post-annexation)



Maricopa County (RU-43)	Maricopa County (RU-43)	Maricopa County (RU-43)
PAD – Tierra Verde East	RR	RL-5 PUD
PAD – Tierra Verde East	PAD – Tierra Verde East	PAD – Tierra Verde East

Proposed Zoning



Maricopa County (RU-43)	Maricopa County (RU-43)	Maricopa County (RU-43)
PAD – Tierra Verde East	R-1	RL-5 PUD
PAD – Tierra Verde East	PAD – Tierra Verde East	PAD – Tierra Verde East

89 **Development Standards:**

The following table depicts the R-1 Development Standards per Lot Category as depicted in the Land Development Ordinance (LDO). Lot Category A is highlighted in red as this is the Lot Category that is most applicable to the proposed development. (See Table 106-2c on the next page)

Table 106-2c - Residential Low Density (R-1) Zoning district						
Lot Categories	A ³	B	C	D	E	F
General Plan Compatibility	Suburban	Suburban	Suburban	Suburban and Rural	Rural	Rural
Lot Area (sf)	4950-7,999	8,000-11,999	12,000-17,999	18,000-27,999	28,000-43,559	≥ 43,560
Min Lot Width (sf)	45	60	80	90	100	130
Min. Front setback ¹ (ft)	12	12	15	20	20	30
Max. Front setback (ft)	25	25	30	35		
Min. Rear setback ¹ (ft)	15	20	20	25	30	30
Min. Side setback ¹ (ft)	5 & 8	5 & 10	10	10 & 15	20	20
Min. Street side setback ¹ (ft)	15	15	15	15	20	20
Max. Bldg. Height (ft)	35	35	35	35	35	35
Max Lot coverage		45%	40%	30%	30%	25%
Open space (% of gross area of residential development) ³	20%	20%	20%	15%	15%	10%
Notes: 1. <i>Garage</i> face and embellishments shall be <i>setback</i> a minimum of twenty feet (20') measured from any opposing property line; except rear <i>alley</i> loaded <i>garages</i> , which shall be <i>setback</i> six feet (6') from edge of <i>alley</i> line. 2. The City requires <i>open space</i> on a development/subdivision basis rather than on a <i>lot-by-lot</i> basis. Subdivisions with more than one lot category will provide the higher percentage of open space. 3. Residential projects shall contain no more than fifty percent (50%) of lots less than forty-eight feet (48') wide as calculated across whole subdivisions or preliminary plat and will include mitigating designs outline in Chapter 108 of this ordinance.						

90

91 Note that Footnote 3 above requires that not less than 50% of the lots be less than 48' in width;
 92 however, the applicant will meet this criteria in that 100% of the lots will be 60' or greater in width.

93

94 The applicant proposes the following lot mix. While the proposed Lot Widths are more in keeping
 95 with Lot Category B, with the exception of the eight (8) buffer lots, the Lot Area does not meet the
 96 8,000 square-foot threshold. Further, the applicant seeks the lesser side yard setbacks allowed under
 97 Lot Category A for the entire lot mix.

98

Quantity	Lot Size	Lot Area
6	60' x 120'	7,200 s.f.
48	60' x 125'	7,500 s.f.
8	70' x 125'	8,750 s.f.

October 5, 2021 City Council
 Case: FS21-208
 Windstone Ranch North Rezone
 RFLS #7839
 Page 5 of 7

The proposed development will provide at least 20% open space as required by the LDO. In effort to create a buffer from the existing county rural lots to the north, the applicant proposes a 50' wide open space tract along the project's northern boundary. This development will also provide pedestrian paths that connect to the existing and proposed pedestrian trail system in the adjacent developments.

Of note, the R-1 Zoning District will allow development in accordance with Table 106-2c as long as all other development criteria are met. Compliance with these criteria will be evaluated at the time of Preliminary Plat; however, to ensure a predictable lot yield for both the applicant and the City, staff recommends a stipulation limiting lot yield to not more than 62 lots be included with the approval of this request. The applicant is amendable to this stipulation.

Utility and Services Table:

Electric:	APS
Water:	City of Surprise
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	Southwest Gas
Schools:	Dysart Unified School District

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 in a suburban neighborhood supports residential development between two and eight dwelling units per acre (2-8 DU/Ac). The proposed Zone Change and PUD Overlay will allow for a development with a maximum density of 3.12 DU/Ac, which demonstrates consistency with this land use category. In addition, the conceptual subdivision plan submitted in the zoning document shows an open space buffer and larger lot sizes along the project's northern boundary, meeting the general plan's density transition requirement

Reviewing Agencies:

In addition to the standard city reviewing agencies, Arizona Department of Transportation, Maricopa Water District, and Luke AFB were included in the routing of this request. None of the reviewing agencies indicated any concerns over the request.

127 **Summary:**

128
129 The proposed Zone Change from Rural Residential (RR) to Residential Low Density (R-1) for
130 Windstone Ranch North sets the maximum density at 3.12 DU/Ac and will be developed under the
131 provisions of the LDO.

132
133 **Findings:**

- 134
135 • The proposed Zone Change and density is consistent with the Surprise General Plan 2035.
136

137 **Recommendation:**

138
139 Based on the findings noted above, the Commission voted to recommend **approval** of case **FS21-208**
140 to the City Council subject to stipulations 'a' and 'b' as follows:

- 141
142 a. The maximum lot yield for the subject property shall not exceed 62 lots.
143
144 b. Prior to the City recording a final plat or approving a site plan or building permit within the
145 property, the applicant shall provide the City with a Notice of Payment from William Lyon
146 Homes, Inc., that the Happy Valley West ("HVW") Buy-in Fee, the Happy Valley East ("HVE")
147 Buy-in Fee, the Sewer Buy-in Fee, and the Water Buy-in Fee, as applicable, all as described in
148 the Rancho Mercado Supplemental Development Agreement (Regional Improvements
149 Overlay Agreement), as amended, have been paid.
150

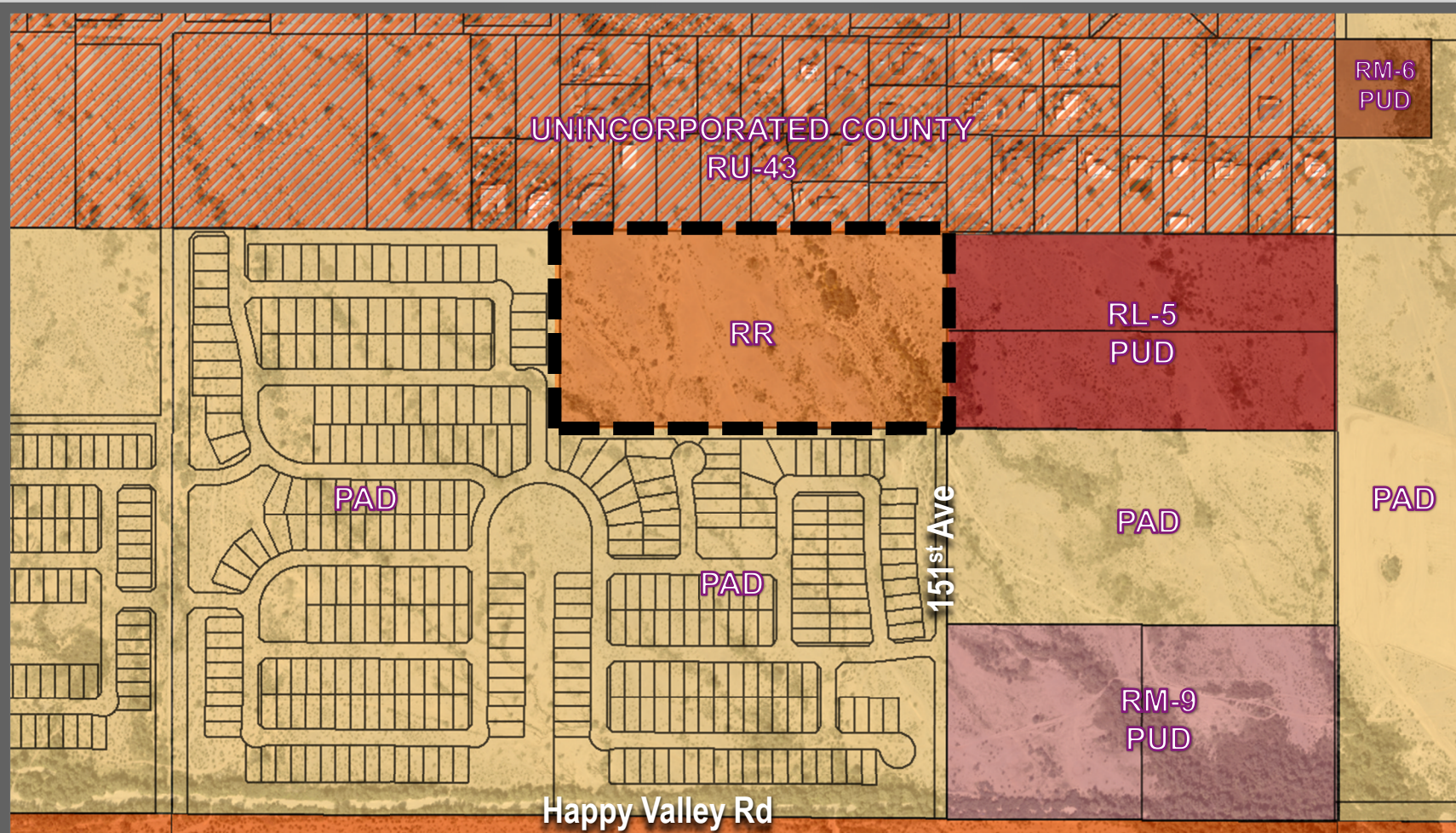
151 However, should the City Council wish to **deny** the request, the City Council should make its own
152 findings and base its decision on those alternative findings.

153
154 **Attachments:**

- 155
156 01 Vicinity Map
157 02 Zoning Map
158 03 Zoning Document
159 04 Luke AFB Comments
160 05 Citizen Participation Report
161 06 Ordinance #2021-13



FS21-208 VICINITY MAP



FS21-208 EXISTING ZONING

WINDSTONE RANCH NORTH

Case # FS21-208
Zone Change from Rural Residential (RR) to
Residential Low Density (R-1) Lot Category A

19.8964 Gross Acres

North of Happy Valley Road on the East side of 151st Avenue
at W. Cottontail Lane
Surprise, Arizona

Prepared by: KAX Group, LLC

Submitted To: City of Surprise, Arizona

Dated: March 5, 2021
Revised: April 27, 2021
Revised: May 12, 2021

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Existing Zoning Map.....	Exhibit B
Proposed Zoning Map.....	Exhibit C
Legal Description and Map.....	Exhibit D
Development Concept Plan.....	Exhibit E
Taper of 151st Avenue Diagram	Exhibit F
General Plan 2035 Land Use Map.....	Exhibit G

Windstone Ranch North Team:

Applicant:

KAX Group, LLC

Kent A. Xander kxander@kaxgroup.com

9290 e. Thompson Peak Pkwy., Unit 227

Scottsdale, Arizona 85255

(602) 499-9305

Location and Introduction:

A Vicinity Map is shown on Exhibit A illustrating Windstone Ranch North located North of Happy Valley Road on the East side of 151st Avenue at W. Cottontail Lane.

Windstone Ranch North is a 19.8964-acre proposed subdivision adjacent to Tierra Verde East PAD Parcel 2 and Parcel 3 and the north portion of Windstone Ranch previously known as Saddlehorn Ranch. The subject property is also adjacent to unincorporated vacant land and homes to the north. This project includes working with and the cooperation with the Tierra Verde East PAD and Windstone Ranch (west, south and east adjacent property Owners), to formulate a cohesive development plan working out community trail connections, roadway circulation, utilities, and drainage issues. The Development Conceptual Plan shown in **Exhibit E**, addresses these issues and provides for a conceptual plan for single family residential subdivision. One of the major development constraints of this property are two floodways that impact the project. The east portion of Windstone Ranch North is impacted by Wash 10 East floodway. The natural floodway cuts thru the eastern portion of the property to the southeast corner. At the 151st Avenue alignment along the east side of the property at the North boundary line 151st Avenue alignment is directly impacted by the Wash 10 East Split 2 floodway. The Development Conceptual Plan provides to fix the drainage issues.

Exhibit B depicts a map of the existing zoning of the subject property and the adjacent PUD's and PAD's, and the vacant land and homes to the north. The adjacent specific land uses are as follows:

East

- | | | |
|--|-------------|----------------------|
| • North 20 acres of Windstone Ranch | 20.00 Acres | 15 lots (70' x 130') |
| previously known as Saddlehorn Ranch PUD | | 45 lots (60' x 120') |

West

- | | | |
|----------------------------------|-------------|----------------------|
| • Tierra Verde East PAD Parcel 2 | 20.00 Acres | 68 lots (60' x 120') |
|----------------------------------|-------------|----------------------|

South

- | | | |
|----------------------------------|-------------|-----------------------|
| • Tierra Verde East PAD Parcel 3 | 40.00 Acres | 144 lots (50' x 120') |
|----------------------------------|-------------|-----------------------|

North

- | | | |
|-------------------------|---------------------------------|-----------------|
| • Maricopa County RU-43 | Existing Single
Family Homes | Maricopa County |
|-------------------------|---------------------------------|-----------------|

Description of Request:

Applicant requests approval of a Zone Change (Case # FS21-208) for 19.8964 gross acres from Rural Residential (RR) to Residential Low Density (R-1) Lot Category A. **See Exhibit C for Proposed Zoning Map. See Exhibit D for Legal Description.** Approval of this zone change request presumes the successful annexation of the subject property as being processed under (Case# FS21-209). Should said annexation request fail, the zoning of the property granted under the subject property approval is null and void.

The subject property proposes not more than 62 dwelling units over approximately 19.8964 acres for a maximum gross density of 3.12 DU/Ac. With a cap on density of 62 dwelling units, the applicant believes the development standards associated with the Residential Low Density (R-1) zoning district, Lot Category A, as shown in Section 106-2.3.C of the Surprise Land Development Ordinance. These proposed development standards for Windstone Ranch North are more in line with those of the adjacent Tierra Verde East PAD and Windstone Ranch development adjacent to the subject property. The standard minimum lot size will be 60' x 120' (7,200 sq. ft.). Windstone Ranch North Development Concept Plan shown on **Exhibit E** shows the north/south lot sizes located along the north side of the subject property to be a minimum lot size of 70' x 125' (8,750 sq. ft.) plus a minimum 50-foot open space area adjacent to the RU-43 zoned land in Maricopa County.

This project will provide that not less than 20% of the "Net Residential Acreage" be set aside as open space. The Net Residential Acreage % is calculated dividing the total Open Space by the total of land taken up by the individual lots ("Lot Area") plus the total Open Space.

The primary amenity area will include a Ramada, seating areas, tot lot, with a turf area providing play opportunities for all ages and shaded seating areas. The landscaping plan will develop pedestrian connections to adjacent land and use the same landscaping quantity, quality, and materials as used for adjacent PUD's and PAD's.

The result of the Windstone Ranch North Zone Change would be:

- Windstone Ranch North will be annexed into the City of Surprise.
- Windstone Ranch North will be in conformance with the adopted Surprise General Plan 2035 as noted below.
- The development of Windstone Ranch North will occur in a manner that is consistent with the surrounding PUD's and PAD's and share in major offsite infrastructure costs.
- The development will have seamlessly been integrated and aligned with adjacent zoning, open space, pedestrian trails, drainage tracts, roads, and utilities with adjacent Tierra Verde East and Windstone Ranch.
- Windstone Ranch North will provide a minimum 50 foot open space tract next to north subject property for incidental drainage control and an open space transition to buffer between the subject property and the adjacent single-family homes.

Conformance with the adopted Surprise General Plan 2035:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Land Use Character Area, which in a Suburban Neighborhood supports residential development of 2 to 8 DU/Acre, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 3.1 DU/Ac, the project is consistent with the General Plan in this regard. The General plan seeks appropriate buffers and transitions between the various Character Areas. To meet this guideline, the lots along the north side of the subject property will be set back a minimum of 50 feet from the north property line and a minimum of 8,750 sq. ft. lots.

Ingress/Egress/Access:

The ingress/egress access to Windstone Ranch North will be:

1. South on 151st Avenue from W. Cottontail Lane to Happy Valley Road.
2. East on W. Cottontail Lane through Windstone Ranch through Rancho Mercado Parcel A22 to Happy Valley Road.
3. Access Easement south through Tierra Verde East Parcel 3.

Transportation Planning and Traffic Engineering

1. Dedicate 40' of right of way along 151st Avenue to Cottontail Lane and construct the adjacent half street per Surprise Detail 3-05.
2. Along the 151st Avenue alignment, north of Cottontail Lane, provide 40' of access easement to the northern property boundary.
3. The 50' access easement between lots 23 and 24 will align with the access easement from Tierra Verde East shall remain.
4. At the northwest corner of this parcel, the development shall provide a public access easement 12' x 25' for access to the private access easement to the west.
5. The development will provide 6' wide community pedestrian trails throughout the open space tracts and provide a community trail in the open space behind lots 5 to 12 to activate the corridor.

Drainage Solution to 151st Avenue

One of the major development constraints of this property are two floodways that impact the project. The east portion of Windstone Ranch North is impacted by Wash 10 East floodway. The natural floodway cuts thru the eastern portion of the property from to the southeast corner. At the 151st Avenue alignment along the east side of the property at the North boundary line 151st Avenue alignment is directly impacted by the Wash 10 East Split 2 floodway. Windstone Ranch Preliminary Plat Case # FS20-596 is on the east side of 151st Avenue and is directly impacted by the Wash 10 East Split 2 floodway.

This development has joined the Owners of Tierra Verde East Parcel 3 and Windstone Ranch to solve the floodway impacts in this area.

The goal was to come up with a plan that reduced the need for 3 separate box culvert structures and design the drainage and road system so only 1 box culvert structure would need to be built to convey the Wash 10 flow and the Wash 10 split flow into one channel.

In order to accomplish directing the property offsite flows to and along the east side of 151st Avenue into one channel, the right of way on 151st Avenue north of W. Hackamore Dr. will taper from 80' right of way to 55' to W. Cottontail Lane. This will allow the channel on the east side of 151st Avenue to be designed 25' wider to contain both the Wash 10 flow and the Wash 10 split flow into one channel. Northeast corner of Tiera Verde Parcel 3 box culvert on 151st Avenue would be eliminated and there would be no requirement for a box culvert into the entrance in the project at W. Cottontail Lane. See attached **Exhibit F** for taper on 151st Avenue.

The proposed development plan for Windstone Ranch North provides for Wash 10 East Floodway to be engineered so when the offsite flow comes on to the property, then it would be directed east along the north boundary line and connect with Wash 10 East Split 2 Floodway. At that point, the offsite flow would flow south in a channel along the east side of 151st Avenue south to Happy Valley Road. Windstone Ranch North Development Concept Plan shown on **Exhibit E** (cross hatched in red) directing the north side of property offsite flows to the east and then south along the east side of 151st Avenue into one channel to Happy Valley Road. The plan shows 1 box culvert structure would need to be built at W. Cottontail Lane and 151st Avenue to convey the Wash 10 flow and the Wash 10 split flow into one channel.

Exhibit A

VICINITY MAP

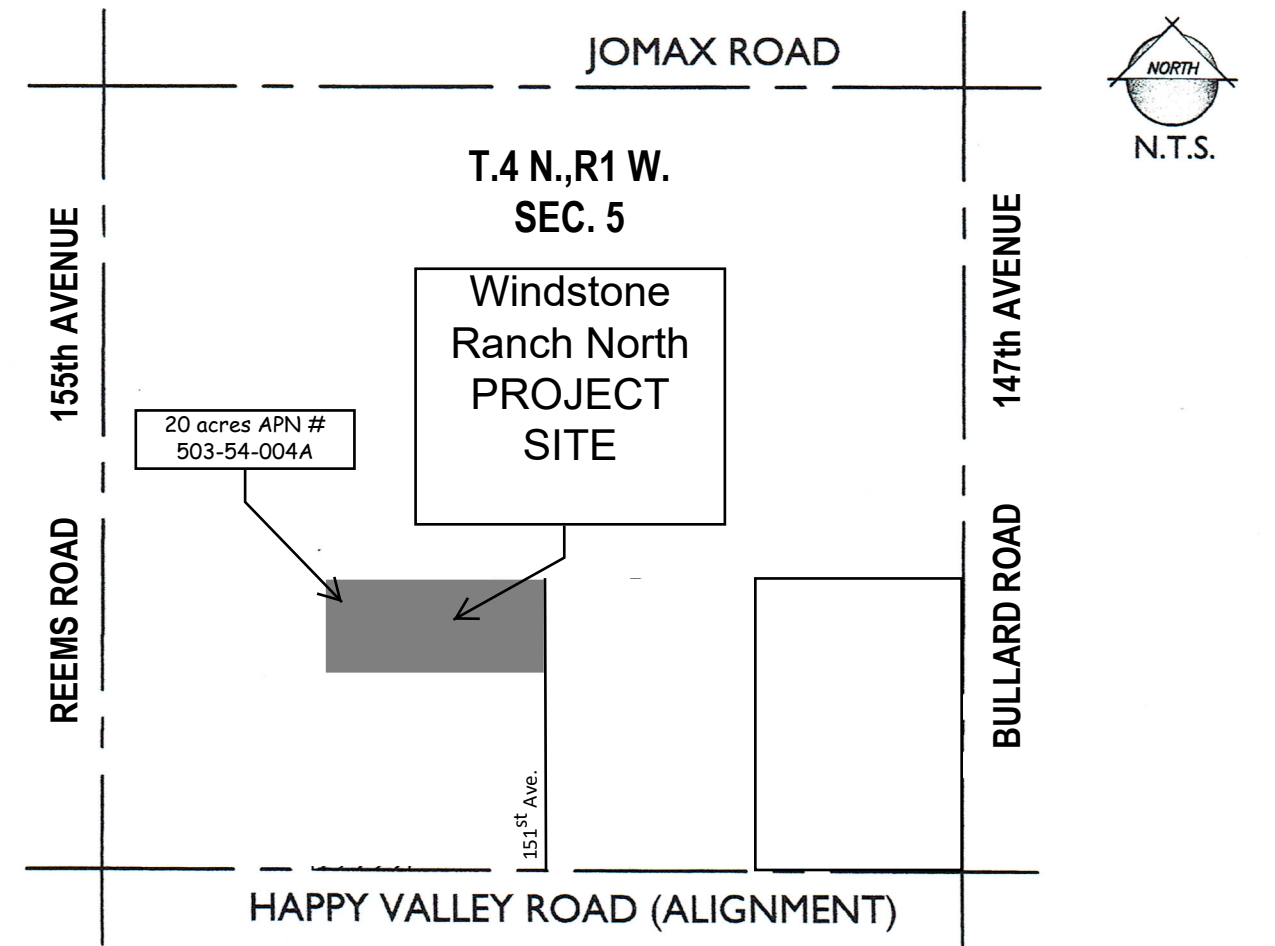


Exhibit B

Existing Zoning Map

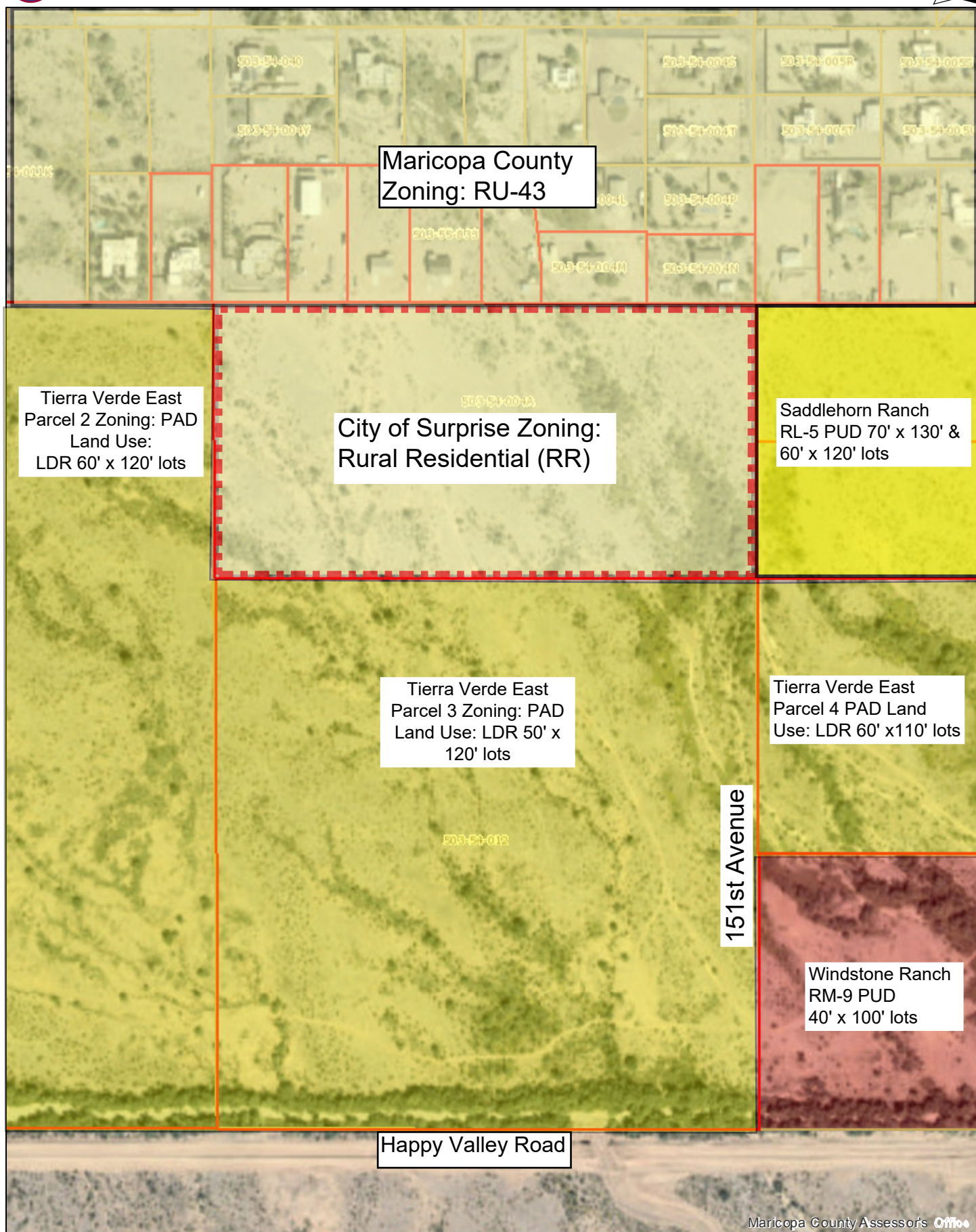
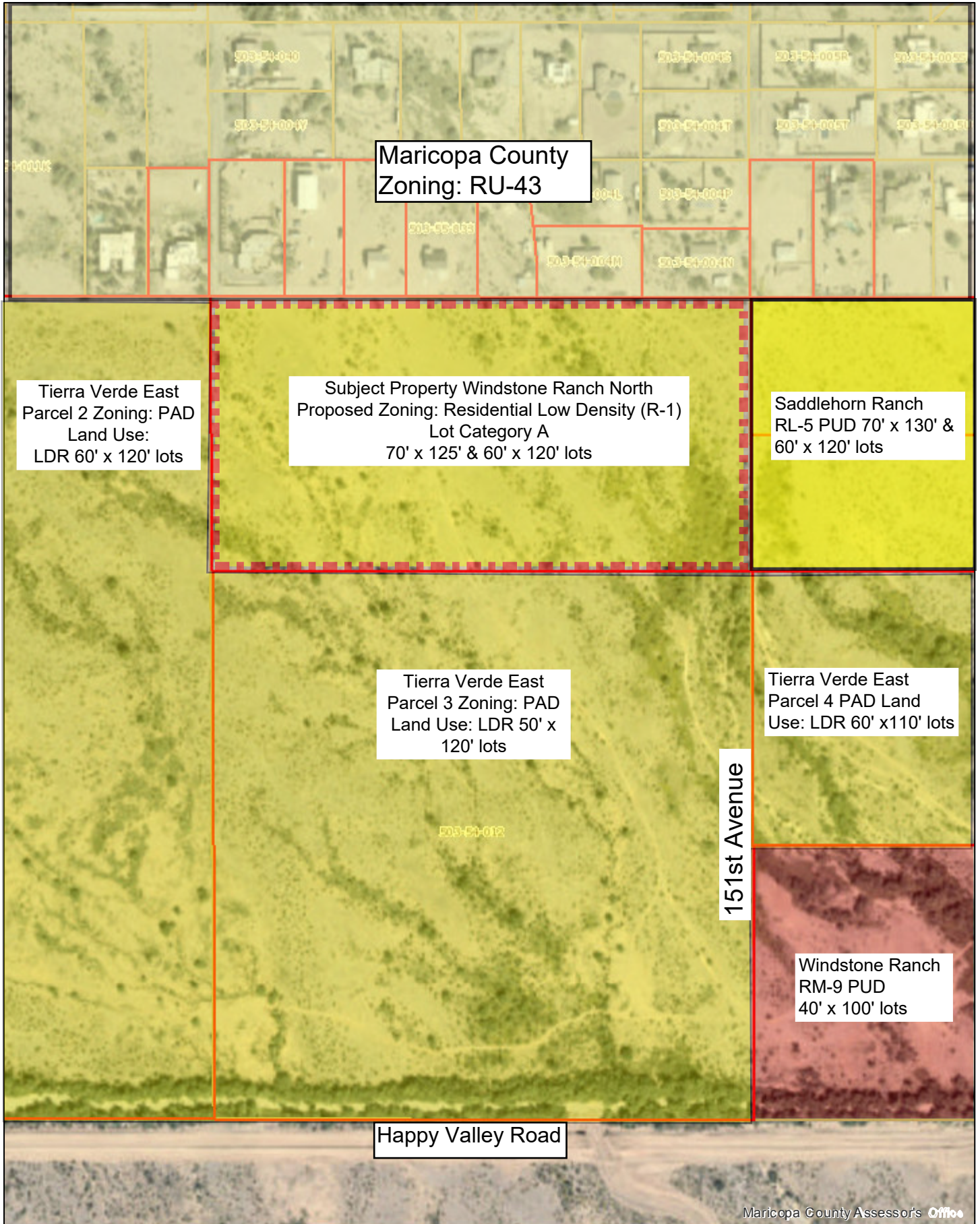


Exhibit C

Proposed Zoning Map



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

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

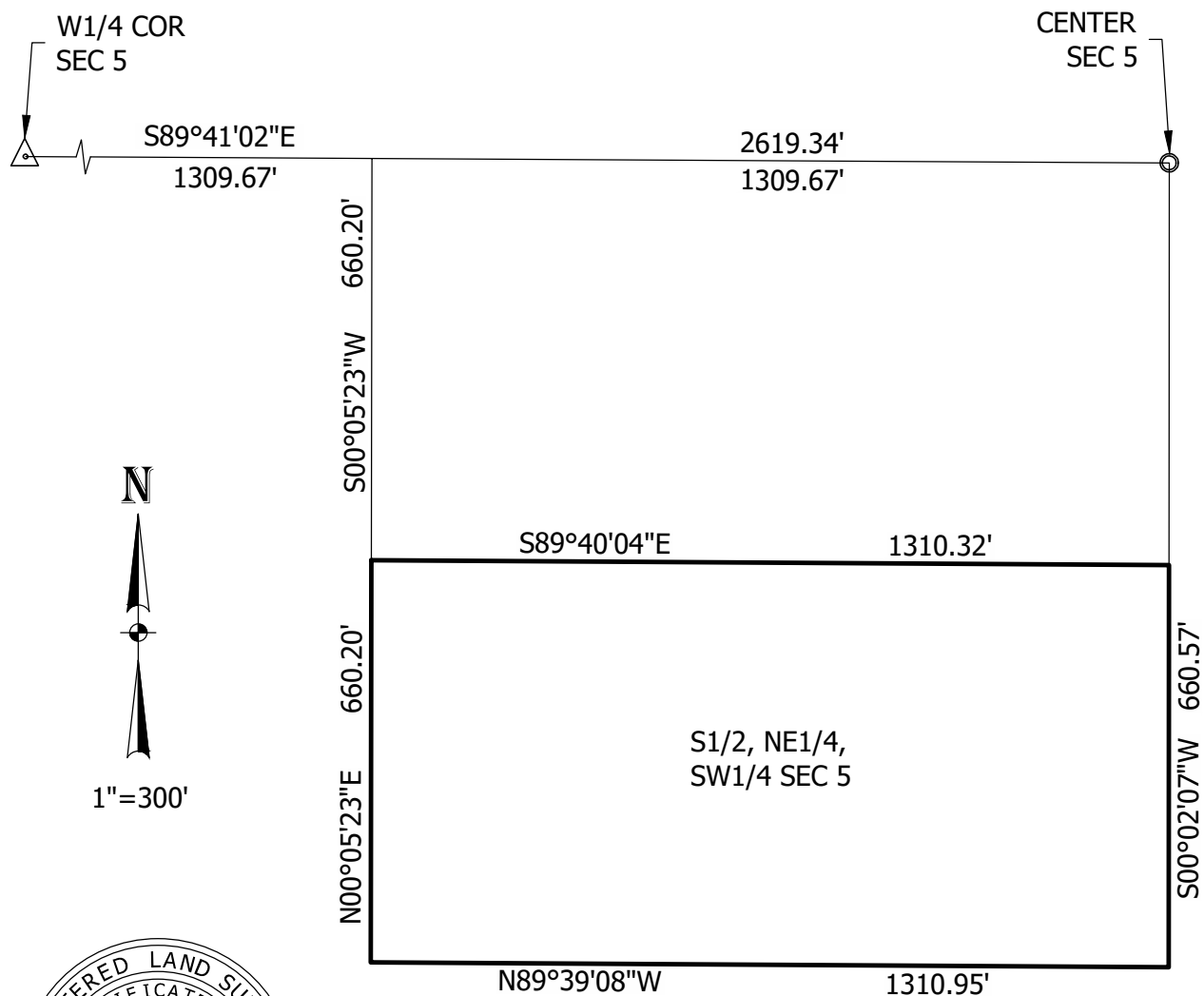


Land Survey Services PLC
 20651 W. Pasadena Avenue
 Buckeye, AZ 85396-1255

Job No. 21007

EXHIBIT

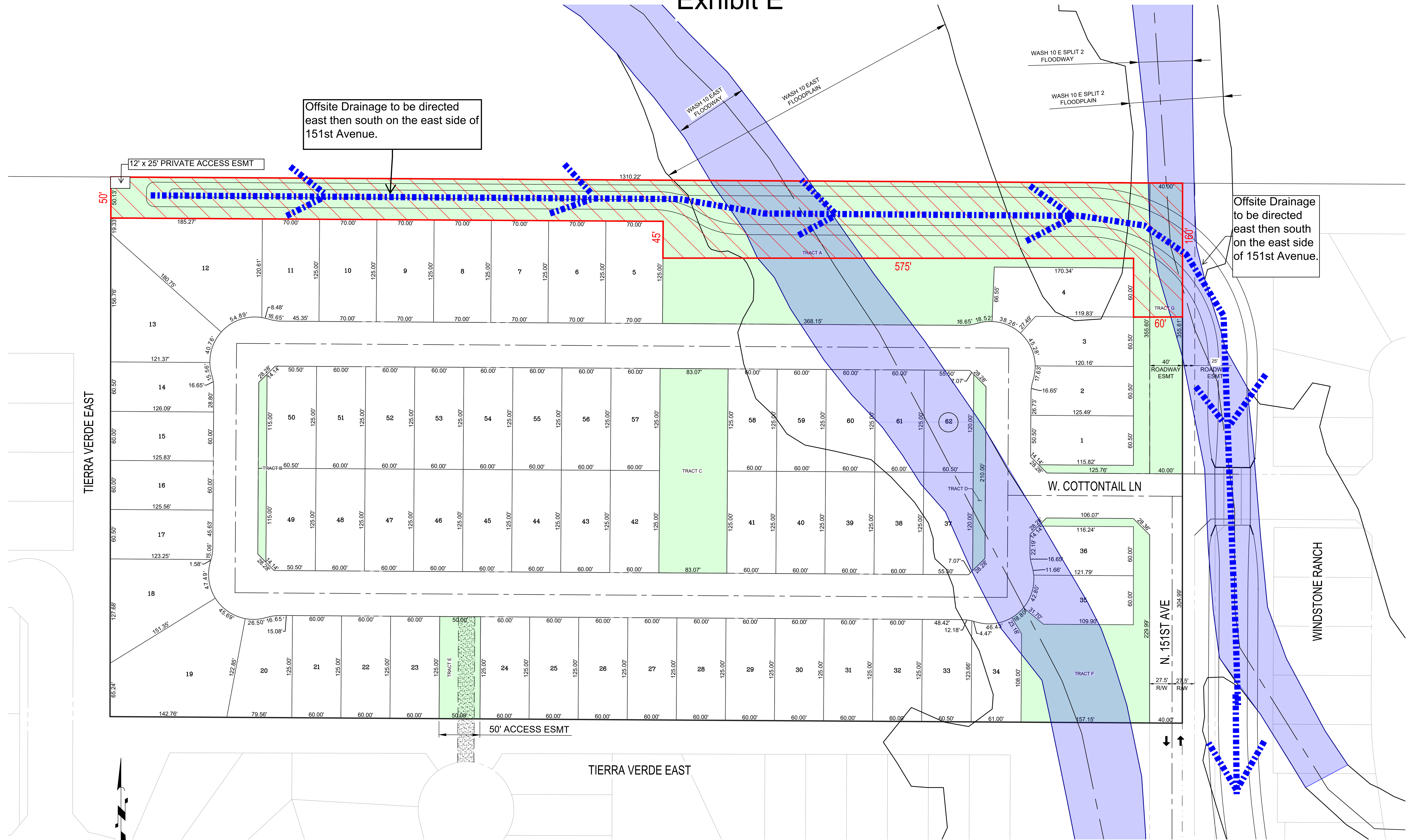
A PART OF THE SOUTHWEST QUARTER OF SECTION 5,
T4N, R1W, G.&S.R.B.M., MARICOPA COUNTY, ARIZONA



Thomas L. Rope

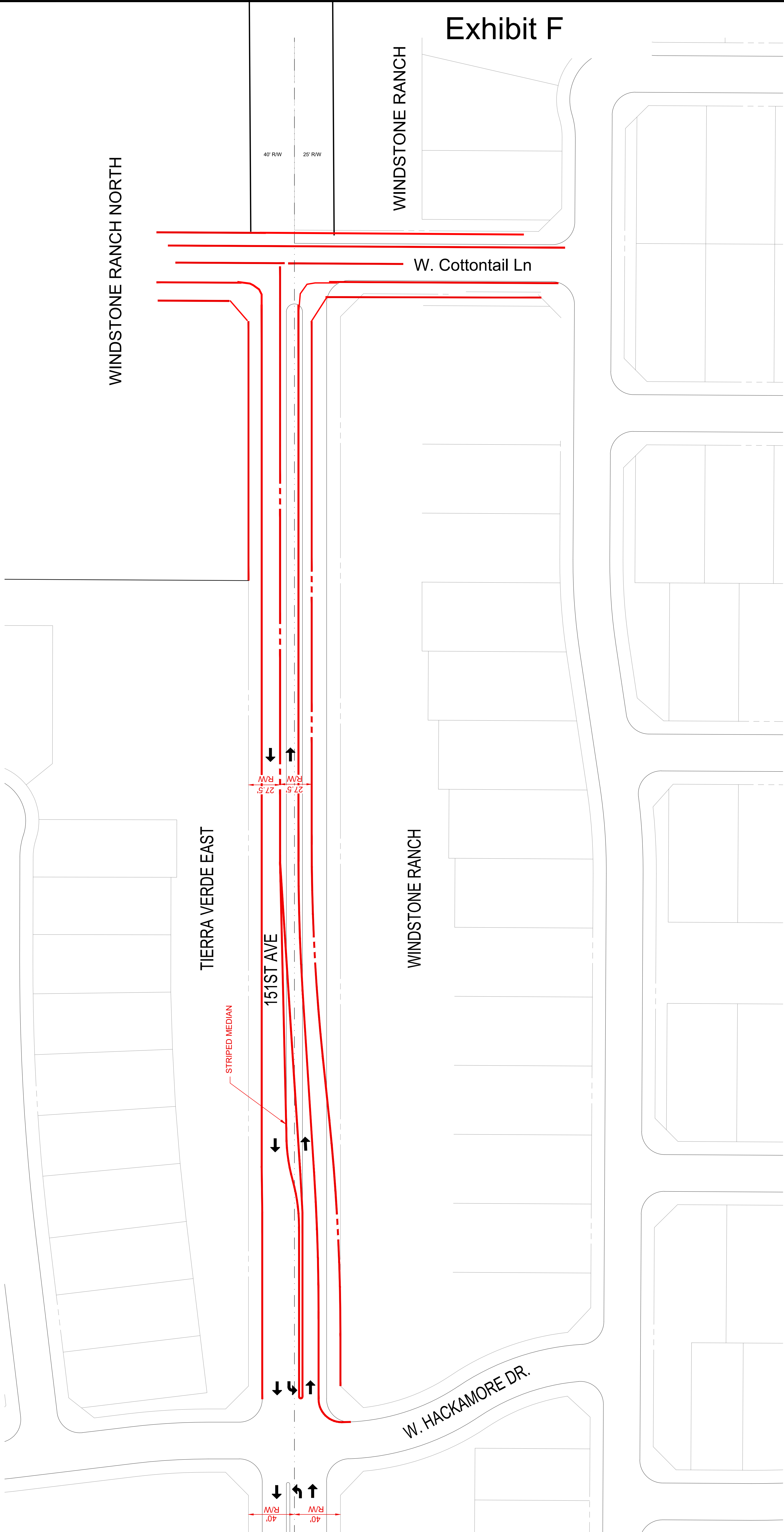
Job No. 21007

Exhibit E

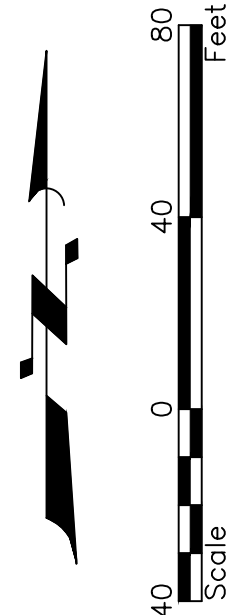


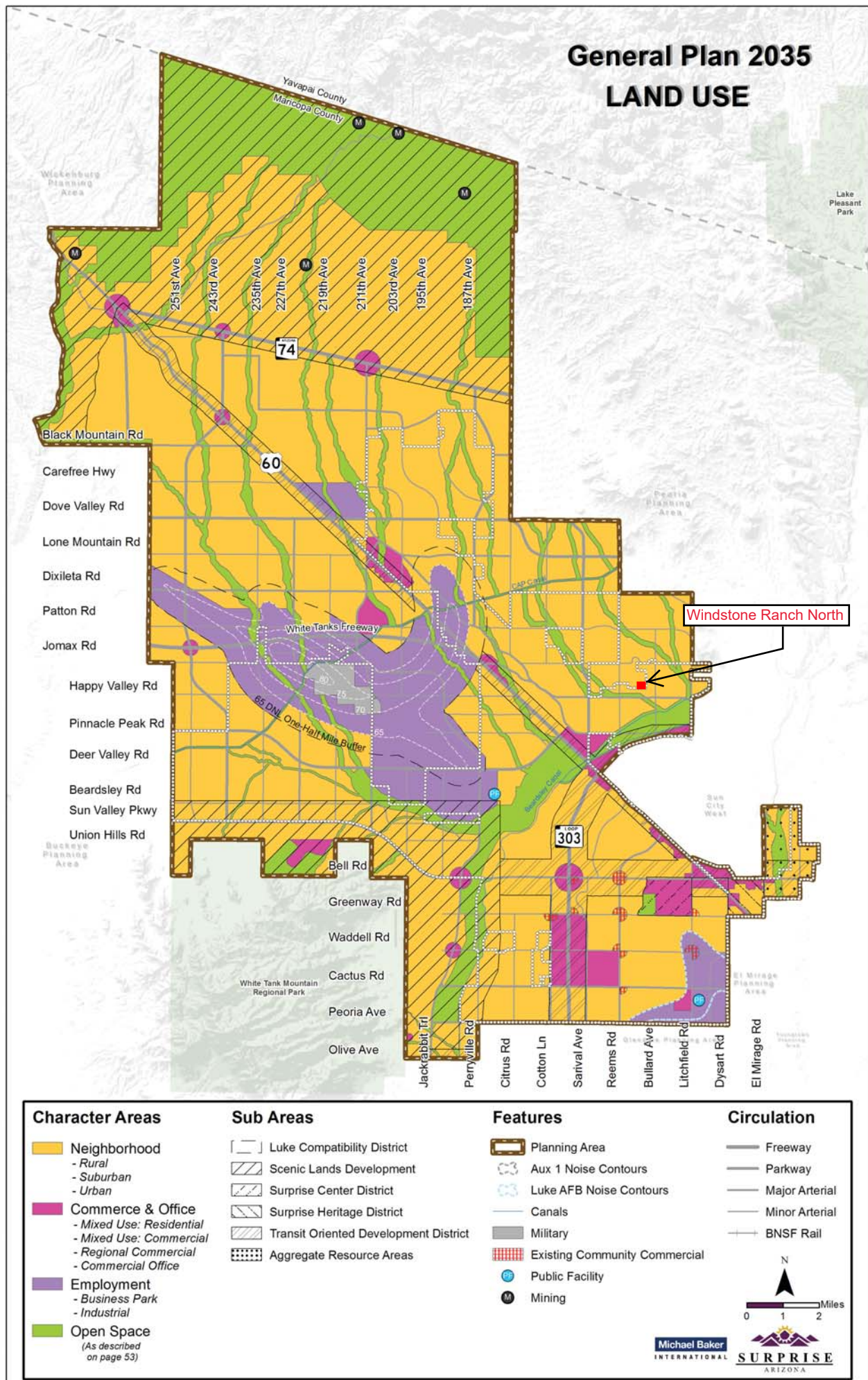
WINDSTONE RANCH NORTH

k:\9000853\dwg\base\improvements\19000853\h-lb exhibit for kent layout 5.dwg



151ST AVE EXHIBIT





From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Wednesday, April 21, 2021 8:20 AM
To: Lorraine Nevarez
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS21-208 Windstone Ranch North Rezone Luke AFB

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Lorraine,

Thank you for allowing Luke AFB to make comments on the Windstone Ranch North Rezone Application. This application is to Zone Change from Residential Ranch (RR) to Residential Medium Density (R-2). The site is located North of Happy Valley Road on the East side of 151st Avenue at W. Cottontail Lane Surprise, Arizona. It is approximately 4.6 miles outside the Luke AFB Aux-1 65 DNL, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

As described in the application, this request will not have a negative impact on Luke AFB Flight Operations. Since the site will be located inside the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights per day, as low as 1,500 feet above the ground. We recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant is essential to inform the tenant about Luke AFB operations.

Respectfully,

Mark

Mark James

Planning Manager, Community Initiatives Team
Luke AFB AZ 85309
Office: 623-856-9981
DSN: 896-9981

From: Lorraine Nevarez
Sent: Monday, March 15, 2021 12:52 PM
To: '56FW.CIT.CommunityInitiative@us.af.mil' <56FW.CIT.CommunityInitiative@us.af.mil>; 'Afshin Ahouraiyan (Maricopa)' <Afshin.Ahouraiyan@Maricopa.Gov>; 'Bob Woodring - TEMPX' <Bob.Woodring@mail.maricopa.gov>; 'Chris Cain - MWD' <chrisc@mwdaz.com>; 'Daniel Trujillo' <Daniel.Trujillo@surpriseaz.gov>; 'Debbie Trasancos - MWD' <debbiet@mwdaz.com>; 'Donna Miller' <donna.miller@surpriseaz.gov>; 'Ernest (USPS)' <Ernest.L.James@usps.gov>; 'Eva Pierce' <eva.pierce@dysart.org>; 'Greg Welch' <greg.welch@surpriseaz.gov>; 'Ibeth - USPS' <lbeth.L.Roman@usps.gov>; 'Jerome Choy - ADOT' <jchoy@azdot.gov>; 'Kevin Shipman' <kevin.shipman@dysart.org>; 'Leslie - MWD' <lesliej@mwdaz.com>; 'Mark Frago' <fragom@mail.maricopa.gov>; 'Mary Orta - Surprise Chamber'

<mary.orta@surpriseregionalchamber.com>; 'Peter Hughes - FCDX' <PeterHughes@mail.maricopa.gov>;
'Raoul Sada - Surprise Chamber' <raoul@surpriseregionalchamber.com>; Sandy Simmons
<Sandy.Simmons@surpriseaz.gov>; 'Vern Wolfley - MAG' <vwolfley@azmag.gov>; 'Victor.Schaum'
<Victor.Schaum@cox.com>; 'Yvonne Aguirre' <yvonne.aguirre@swgas.com>
Cc: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Subject: FS21-208 Windstone Ranch North Rezone New Submittal

On behalf of Nichole Flores, please find the attached **application** and **narrative**, for the above referenced project.

Best regards,

Lorraine Nevarez

Planning Project Coordinator
City of Surprise | Community Development
16000 N. Civic Center Plaza | Surprise AZ | 85374

www.surpriseaz.gov

623.222.3154 t

623.222.3001 f



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

Date : 5/17/2021 Time: 6:00PM - 7:00PM

Page 445 of 483

Date : 5/17/2021 Time: 6:00PM - 7:00PM

Page 448 of 483

ORDINANCE # 2021-13

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A ZONING CHANGE FROM RURAL RESIDENTIAL (RR) TO RESIDENTIAL LOW DENSITY (R-1) FOR WINDSTONE RANCH NORTH, LOCATED GENERALLY NORTH OF HAPPY VALLEY ROAD AND WEST OF THE 151ST AVENUE ALIGNMENT.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is located generally north of Happy Valley Road and west of the 151st Avenue alignment;

WHEREAS, the subject site is currently zoned Rural Residential (RR);

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning classification and regulations;

WHEREAS, the proposed zoning change to Residential Low Density (R-1), satisfies the requirements set forth in Chapter 122 of the Surprise Municipal Code;

WHEREAS, this zoning change is in harmony with the purposes and intent of the Surprise Land Development Ordinance and the Surprise General Plan; and

WHEREAS, on July 15, 2021, the Planning and Zoning Commission recommended approval of the zoning change for Windstone Ranch North.

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

Section 1. Rezoning. The zoning classification for the parcel legally described on Exhibit A and depicted on Exhibit B, known as "Windstone Ranch North" is changed from Residential Ranch (RR) to Residential Low Density (R-1) subject to the following stipulations:

- a. The maximum lot yield for the subject property shall not exceed 62 lots.

- b. Prior to the City recording a final plat or approving a site plan or building permit within the property, the applicant shall provide the City with a Notice of Payment from William Lyon Homes, Inc., that the Happy Valley West (“HVW”) Buy-in Fee, the Happy Valley East (“HVE”) Buy-in Fee, the Sewer Buy-in Fee, and the Water Buy-in Fee, as applicable, all as described in the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement), as amended, have been paid.

Section 2. *Amendment of Zoning Map.* The City of Surprise zoning map is herewith amended to reflect the change in districts referred to in Section 1 above.

Section 3. *Codification.* This Ordinance is not of a general nature and shall not be codified.

Section 4. *Repeal of Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

Section 5. *Severability.* If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 6. *Effective Date.* This ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED this _____ day of _____ 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A
LEGAL DESCRIPTION FOR PROPERTY

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.

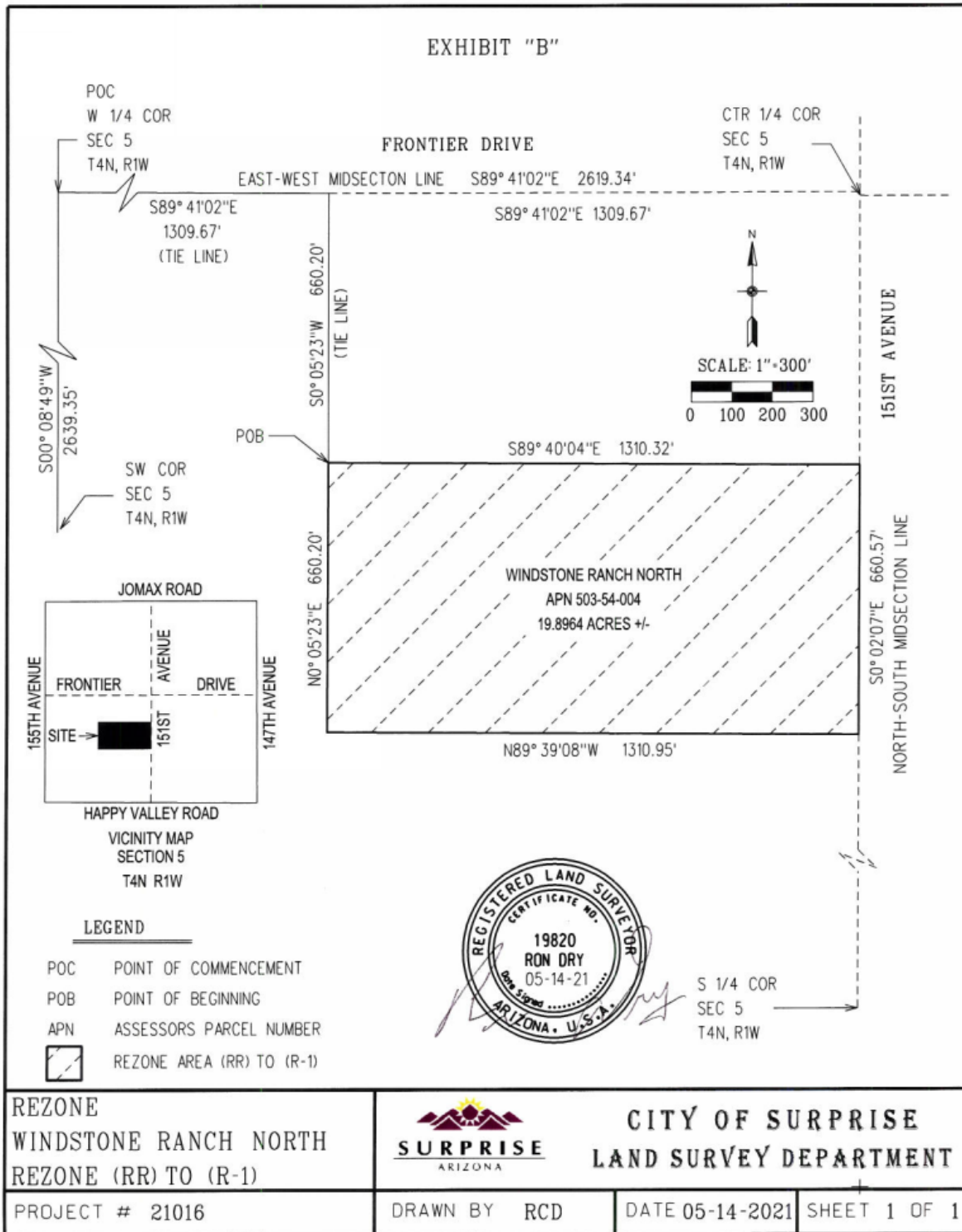
Containing 19.8964 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT B DEPICTION OF THE PROPERTY TO BE RE-ZONED



Ordinance No. 2021-13
RFLS #7839
Rev 07/21

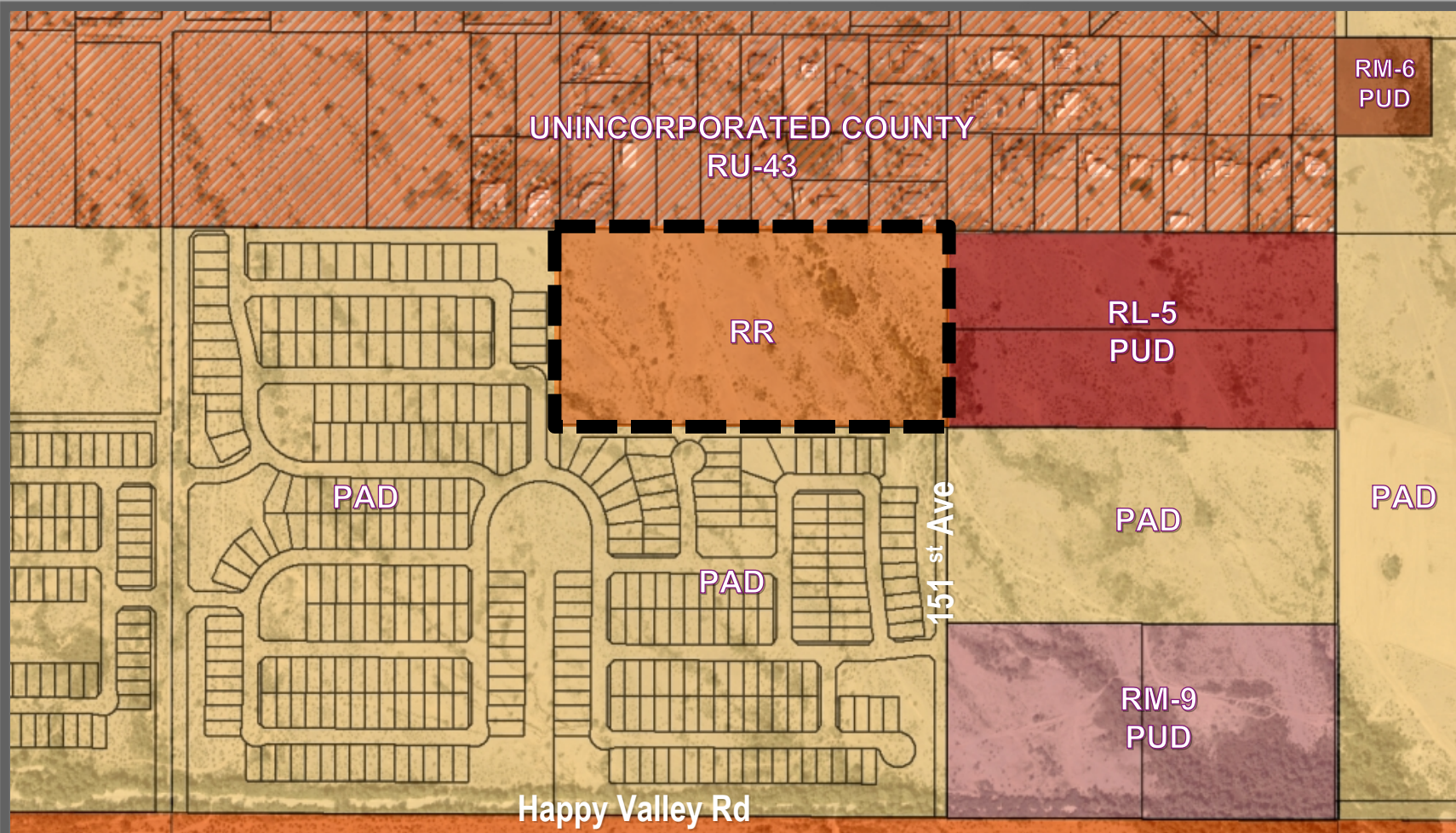


FS21-208
Windstone Ranch North
Zone Change

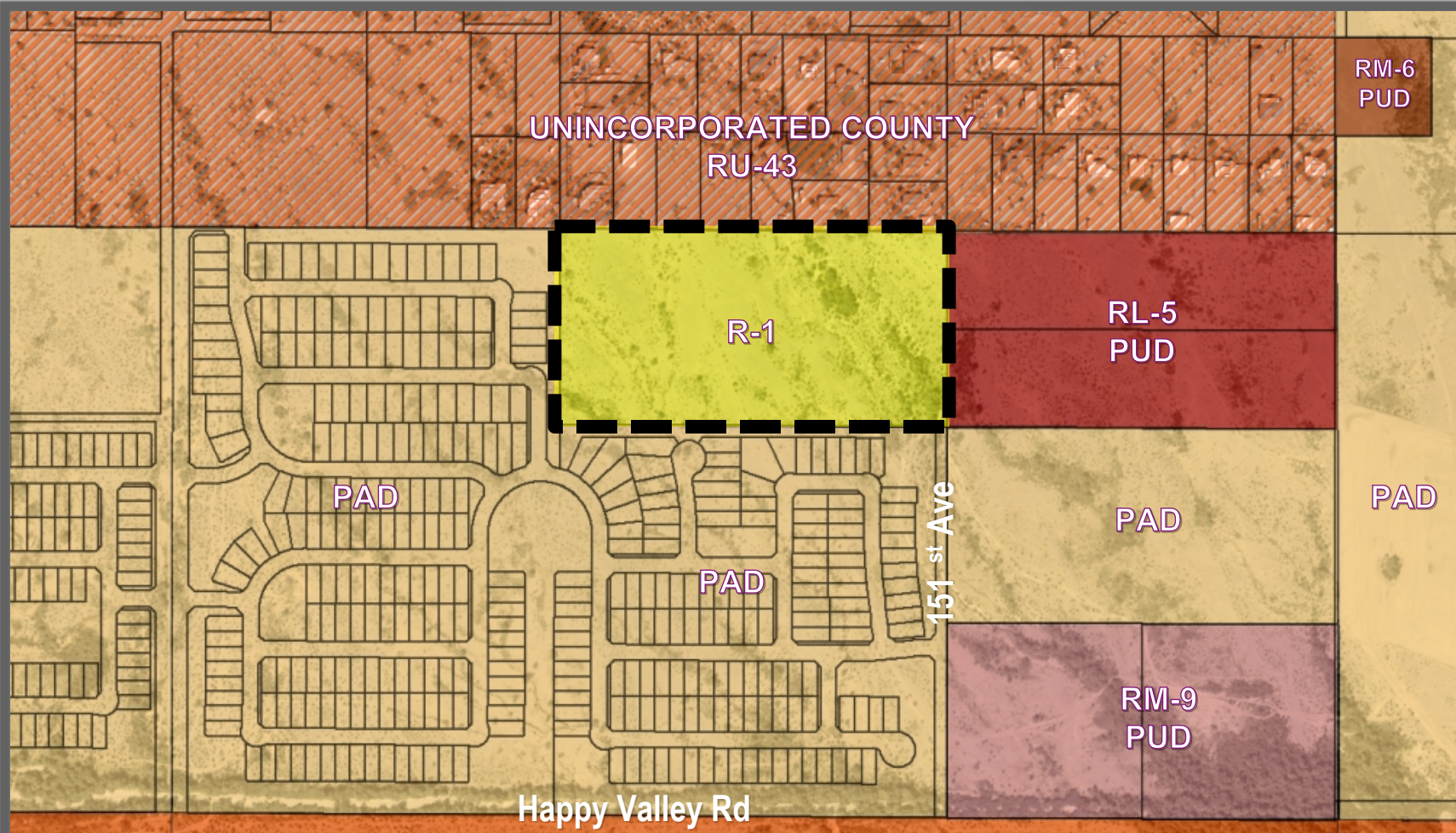
City Council
October 5, 2021



FS21-208 VICINITY MAP



FS21-208 EXISTING ZONING



FS21-208 PROPOSED ZONING



CONCEPTUAL DEVELOPMENT PLAN



OUTREACH

Neighborhood Meeting

May 17, 2021

Concerns:

- Traffic in the area
- Drainage
- Access to/from adjacent development
- Buffer to county parcels



RECOMMENDATION

P&Z Hearing: July 15, 2021

The P&Z Commission recommended the Mayor and City Council Approve this Rezone, subject to stipulations 'a' and 'b'.

- a. The maximum lot yield for the subject property shall not exceed 62 lots.
- b. Prior to the City recording a final plat or approving a site plan or building permit within the property, the applicant shall provide the City with a Notice of Payment from William Lyon Homes, Inc., that the Happy Valley West ("HVW") Buy-in Fee, the Happy Valley East ("HVE") Buy-in Fee, the Sewer Buy-in Fee, and the Water Buy-in Fee, as applicable, all as described in the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement), as amended, have been paid.



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 5, 2021

Contact Person: Donna Meuse, Human Resources
Director

Submitting Department: Human Resources

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 Employment Agreement with Bob Wingenroth appointing him City Manager upon vacancy pursuant to Surprise Municipal Code Section 2-120.

Motion:

I move to approve the City Manager Employment Agreement with Bob Wingenroth.

Background:

With the retirement of current City Manager, Michael Frazier, this action will allow the council to appoint a replacement. The negotiated contract provides for a base salary of \$253,896.24 per year annually with a \$500 per month car allowance and a \$120 per month cell phone stipend. Mr. Wingenroth will receive all benefits, including stipends and reimbursable expenses, on the same basis as non-represented City employees in accordance with the City's ordinances, policies and procedures. Notwithstanding the above, Mr. Wingenroth will accrue paid time off (PTO) at a rate of 10.77 hour per pay period (280 hours per year) and have 80 hours of PTO provided at time of hire.

Objective Analysis:

Appointment will result in an uninterrupted transition of management.

Policy Compliant:

This action is consistent with Surprise Municipal Code Section 2-120 which required appointment to the City Manager by contract.

Financial Impact:

The proposed agreement will result in a salary of \$253,896.24 annually, effective December 13, 2021, which is the amount approved by City Council for the current City Manager.

Budget Impact:

The expenditure will increase the department's ongoing operating expenditures. This increase may require a budget amendment to the FY2022 budget.

FTE Impact:

This item does not impact the full-time position count.

ATTACHMENTS:

1. City Manager Agreement_FINAL
-

City Manager Employment Agreement

THIS AGREEMENT, between the Mayor and Council of the City of Surprise Arizona ("City") and Bob Wingenroth ("Employee"), is authorized by Ariz. Rev. Stat. §9-271, entered into pursuant to Surprise Municipal Code §§ 2-120 and 2-121, and shall commence ("Effective Date") on December 13, 2021. The following sets forth the duties and responsibilities of the Parties:

1. Upon the Effective Date of this Agreement, Employee will act as a Deputy City Manager under the direction of the currently appointed City Manager until such time as the City Manager ceases employment with the City. Thereafter, without further action, Employee will perform all duties of the position of City Manager for the City as set forth in the Surprise Municipal Code, using reasonable care, diligence, skill, and expertise to fulfill Employee's role as City Manager.

2. Employee agrees to devote such time as is necessary for the full and proper performance of the Employee's duties, including work outside normal business hours, and to perform such duties exclusively for the City of Surprise.

3. The City will formally evaluate the performance of Employee on an annual basis, defining such goals and performance objectives as deemed necessary.

4. The City supports Employee's desire to maintain a Servant Leadership Model throughout the organization, the primary principles of which are set forth in the attached Ten Principles of Servant Leadership by Robert Greenleaf. City agrees to make available the resources Employee needs to maintain this model.

5. Beginning the first pay period after the Effective Date of this Agreement, City will pay Employee a biweekly salary of \$9765.24 (\$253,896.24 per year) in accordance with the normal and usual procedure for payment of employees by the City. 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.

6. Employee will receive all benefits, including stipends and reimbursable expenses, on the same basis as non-represented City employees in accordance with the City's ordinances, policies and procedures. Notwithstanding the above, Employee will accrue paid time off (PTO) at a rate of 10.77 hours per pay period (280 hours per year), receive a stipend of \$120.00 per month as a phone stipend, and receive an additional stipend of \$500.00 per month as a vehicle allowance. Further, employee will be provided with an additional PTO balance of 80 hours that is available for immediate use.

7. The Parties understand and agree that Employee serves at the pleasure of the Mayor and Council and that either party may terminate this Agreement at any time and for any reason upon 30 day written notice delivered in person or by mail to:

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

Bob Wingenroth,
16000 N. Civic Center Plaza
Surprise, Arizona 85374

Notice under this section is for the benefit of the City and can be waived, in whole or in part, by the City. Upon notice of termination under this section, the Parties will agree upon an appropriate plan to transition to new organizational leadership.

8. To the extent permitted by law, City agrees to defend, hold harmless and indemnify Employee from all demands, claims, suits, acts, errors or other omissions in legal proceedings brought against Employee in the Employee's official capacity; or individually as long as the action is determined to be within the scope of employment. Should any acts, errors, or other alleged omissions be determined to be outside the scope of employment, the City may elect not to defend, hold harmless or indemnify.

9. This Agreement constitutes the entire agreement between parties, and both parties acknowledge that there are no other agreements, oral or otherwise. This Agreement cannot be amended or modified without the written concurrence of both parties, except as specifically set forth herein.

10. This Agreement will be interpreted in accordance with the law of the State of Arizona. If any provision or portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remaining portion will remain unaffected, and City and Employee will enter into negotiations to correct the Agreement's defect in order to assure the intent of the Agreement is carried out to the fullest extent possible.

11. Each Party has had opportunity to consult legal counsel for advice regarding the drafting of this Agreement and the provisions of this Agreement may not be construed against or in favor of either party.

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

City of Surprise

Employee

Mayor Skip Hall

Bob Wingenroth

Approved as to Form:

Robert Wingo



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 5, 2021

Contact Person: Andrea Davis, DIRECTOR -
FINANCE

Submitting Department: Finance

District: Internal

Staff Recommendations: None

Consent: No

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Presentation and discussion pertaining to the FY2021 Financial Status Report through June 2021.

Motion:

Discussion only.

Background:

This update will review the financial activity through the month of June 2021.

Objective Analysis:

The comparison of the actual financial activity to the plan laid out in the budget helps the city to determine the current financial position. This will allow for better short and long term financial planning as the current fiscal year is underway and the planning for the next budget begins.

Policy Compliant:

This item is compliant with the city's Comprehensive Financial Management Policies.

Financial Impact:

The attached presentation provides an update of the unaudited revenue and expenditures for the General Fund for Fiscal Year 2021, through June 2021.

Budget Impact:

This item does not amend the current fiscal year budget. There will be discussion of the city's financial performance to-date.

FTE Impact:

This item does not change the full-time equivalent position count.

ATTACHMENTS:

1. June FY2021 Financial Status Update
-



SURPRISE
ARIZONA

FY2021 Financial Status Update June

October 5, 2021

Sources Category Examples

Local Sales Tax: Tax on Retail, Restaurants, Construction

Intergovernmental: State-shared sales tax, income tax, vehicle license

Charges for Services: Fees for programs and services (permits, youth soccer)

Primary Property Tax: Tax levied on property

Franchise Fees: Fees related to sales from franchised utility companies within the city (APS, Cox, Southwest Gas, EPCOR)

Transfers In: Indirect cost assessments – Enterprise payments for HR, Finance, IT, etc.

FY2021 General Fund Sources

Category	FY21 Estimates Thru June	FY21 Actual Thru June*	Amount Variance	Percent Variance
Local Sales Tax	\$62.7	\$65.8	\$3.1	4.9%
Intergovernmental	43.3	44.3	1.0	2.3%
Charges for Services	23.4	24.4	1.0	4.3%
Other	1.1	0.8	(0.3)	(27.3%)
Primary Property Tax	8.9	9.0	0.1	1.1%
Franchise Fees	5.6	5.7	0.1	1.8%
Transfers In	7.8	7.8	0.0	0.0%
CARES Act	7.2	7.2	0.0	0.0%
Total with CARES Act	160.0	165.0	5.0	3.1%
Total without CARES Act	\$152.8	\$157.8	\$5.0	3.3%

Amounts in millions

*Unaudited

Uses Category Examples

Personnel: Wages, taxes, benefits, retirement

Supplies: Equipment, fuel, operational supplies

Services: Insurance claims, utilities, landscaping, advertising, postage

Capital: One-time purchases under \$100K

Transfers Out: Funding to Capital and Asset Replacement

FY2021 General Fund Uses

Category	FY21 Estimates Thru June	FY21 Actual Thru June*	Amount Variance	Percent Variance
Personnel	\$80.3	\$80.9	\$0.6	0.7%
Supplies	4.0	4.0	0.0	0.0%
Services	26.7	21.3	(5.4)	(20.2%)
Capital	0.8	0.5	(0.3)	(37.5%)
Contingency	0.3	0.0	(0.3)	(100%)
Transfers Out	5.9	4.9	(1.0)	(16.9%)
Total	118.0	111.6	(6.4)	(5.4%)
One-Time Transfers Out	24.2	25.2	1.0	4.1%
One-Time CAREs to General Capital Transfer	0.0	7.3	7.3	-
Grand Total	\$142.2	\$144.1	\$1.9	1.3%

Amounts in millions

*Unaudited

FY2021 Surplus Breakdown

Surplus	Amount
Revenue Surplus	\$5.0
<u>Expense Surplus</u>	<u>5.4</u>
Total Surplus	\$10.4
<u>CAREs Act Transferred to General Capital</u>	<u>(7.3)</u>
Total Surplus	\$3.1

Amounts in millions



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

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

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

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

Consideration and action pertaining to approval of a Fiscal Year 2022 budget amendment moving budget authority in the amount of \$975,000 within the General Capital Projects Fund from Contingency to Project P31030: Public Safety Evidence & Readiness Center, consolidating Public Safety Election 2017 Fund Projects P31020: Police Training Facility and P31030: Public Safety Evidence & Readiness Center and renaming Project P31030: Public Safety Evidence, Readiness & Training Facility; Resolution 2021-150.

Motion:

I move to approve Resolution 2021-150.

Background:

The Public Safety Evidence & Readiness Center and Police Training Facility are Public Safety projects that were approved by the voters in the November 7, 2017 Bond Election. The projects are located adjacent to each other on 134th and Foxfire Drives, northeast of the intersection of Grand Avenue and Bell Road.

The Public Safety Evidence & Readiness Center will accommodate centralized storage of police and fire emergency equipment and supplies. The new facility is planned to accommodate 30 years of community growth.

The Police Training Facility will take over an existing city building on the same site as the Public Safety Evidence & Readiness Center. The facility will include defensive tactics rooms, use of force and de-escalation training simulation, locker rooms, and classroom and administrative spaces.

Objective Analysis:

The Public Safety Evidence & Readiness Center and Police Training Facility are located on one site and utilize the same contractor. The consolidation of projects allows for straightforward management of construction billing and tracking, as the facilities share many of the same site features. Increasing the budget for the two facilities will allow the project to meet the needed construction budget, while increasing the longevity of the facilities and reducing future maintenance costs.

Policy Compliant:

This item is policy compliant with the City's financial policies for transferring funds and budgetary

amendments.

Financial Impact:

The cost of construction of the projects is one-time in nature and estimates are based on quotes received from the contractor. As of 09/22/21, the total estimated project expenses are \$13,729,300.

Budget Impact:

If approved, this item will amend the FY2022 adopted budget by moving budget authority within the Public Safety Election 2017 Fund from Project P31020: Police Training Facility to Project P31030: Public Safety Evidence, Readiness & Training Facility in the amount of \$1,373,500 and moving budget authority within the General Capital Projects Fund from Contingency to Project P31030: Public Safety Evidence, Readiness & Training Facility in the amount of \$975,000. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

This budget amendment does not include any funding for FTE and does not impact the FTE count for the city.

ATTACHMENTS:

1. Res 2021-150 PSERC Training Facility FINAL
 2. 2021.10_CIP PSERC and PTC
-

RESOLUTION # 2021-150

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2022 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF \$975,000 WITHIN THE GENERAL CAPITAL PROJECTS FUND FROM CONTINGENCY TO PROJECT P31030: PUBLIC SAFETY EVIDENCE & READINESS CENTER; CONSOLIDATING PUBLIC SAFETY ELECTION 2017 PROJECTS P31020: POLICE TRAINING FACILITY AND P31030: PUBLIC SAFETY EVIDENCE & READINESS CENTER; AND RENAMING PROJECT P31030: PUBLIC SAFETY EVIDENCE, READINESS & TRAINING FACILITY.

WHEREAS, the FY2022 budget was adopted including funding in the Public Safety Election 2017 Fund for Project P31020: Police Training Facility in the amount of \$1,373,500 and Project P31030: Public Safety Evidence & Readiness Center in the amount of \$7,708,900;

WHEREAS, it is administratively efficient to consolidate the aforementioned project budgets and rename Project P31030: Public Safety Evidence & Readiness Center to P31030: Public Safety Evidence, Readiness & Training Facility;

WHEREAS, changes were made to Project P31030: Public Safety Evidence, Readiness & Training Facility to increase the longevity of this facility and reduce future maintenance costs;

WHEREAS, additional funding is needed for the completion of Project P31030: Public Safety Evidence, Readiness & Training Facility;

WHEREAS, moving budget authority within the General Capital Projects Fund from contingency to Project P31030: Public Safety Evidence, Readiness & Training Facility in the amount of \$975,000 is necessary;

WHEREAS, the FY2022 budget, including the FY2022 Contract Awarding Authority List, was adopted by Council Resolution #2021-87 on June 1, 2021;

WHEREAS, this action will necessitate a budget amendment;

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2021 through June 30, 2022.

APPROVED AND ADOPTED this ____ day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2021-150**Exhibit A**

1. Appropriation- The exhibit below represents a movement of budget authority in the amount of \$1,373,500 within the Public Safety 2017 Election Fund from Project P31020: Police Training Facility to Project P31030: Public Safety Evidence, Readiness & Training Facility and \$975,000 within the General Capital Projects Fund from contingency to Project P31030: Public Safety Evidence, Readiness & Training Facility. 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
Public Safety Election 2017	Police	#P31020 Police Training Facility	E	1,373,500	(1,373,500)	-
Public Safety Election 2017	Police	#P31030 Public Safety Evidence, Readiness & Training Facility	E	7,708,900	1,373,500	5,995,700
General Capital Projects Fund	General Operations	Contingency	E	7,452,800	(975,000)	6,477,800
General Capital Projects Fund	Police	#P31030 Public Safety Evidence, Readiness & Training Facility	E	-	975,000	975,000
Expense Total				13,448,500	-	13,448,500



2017 GO Bond Update

10/5/2021
Regular Session



GO BOND Update

General Obligation (GO) Bond – Decide Surprise 2017

Public Safety \$34M

- Public Safety Evidence & Readiness Center (Under Construction)
- Police Training Facility (Under Construction)
- Permanent Fire Station 304 (Complete)
- Fire Station 308 (Complete)
- Land for Future Fire/PD Station & Park (In Negotiations)
- Public Works Operations Facility (Complete)

Traffic Congestion Mitigation \$15.5M

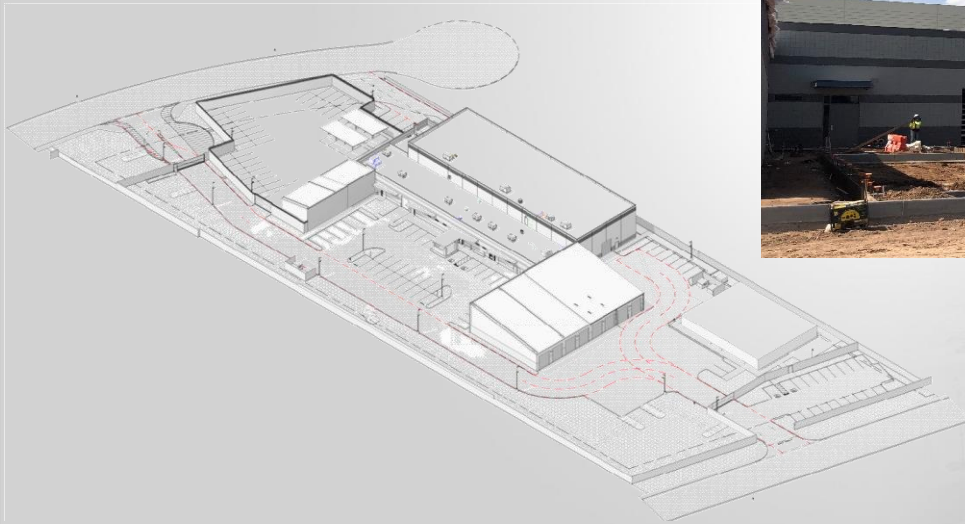
- Waddell Road (Complete)
- Greenway Road (Complete)
- Litchfield Road (Complete)

Pavement Preservation \$10M (Complete)

GO BOND Update

General Obligation (GO) Bond – Decide Surprise 2017

Public Safety Evidence & Readiness Center and Police Training Facility





GO BOND Update

General Obligation (GO) Bond – Decide Surprise 2017

Public Safety Evidence & Readiness Center and Police Training Facility

Action Item:

- Consolidation of the Public Safety Evidence & Readiness Center and Police Training Facility into one project
- Budget Amendment moving budget authority in the amount of \$975,000 within the General Capital Projects from Contingency to the Public Safety Evidence, Readiness & Training Facility project



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 5, 2021

Contact Person: Robert Wingo, CITY
ATTORNEY

Submitting Department: City Clerk

District: Internal

Staff Recommendations: None

Consent: No

Regular: No

Public Hearing: No

Report/Discussion: No

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:
