CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, October 19, 2021 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

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

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

1. Announce Scholarship Recipients

F. City Clerk Report

2. EPCOR Elections Update None

Sherry Aguilar
City Clerk

G. Call To The Public

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

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

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

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

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

3.	Citywide	Consideration and action on the minutes of October 5, 2021 Regular City Council Meeting and executive session.	None Sherry Aguilar City Clerk
4.	Internal	Consideration and action to approve the 2022 Council Work Session and Regular Meeting schedule.	None Sherry Aguilar City Clerk
5.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, “Paloma Creek Phase 1” an approximately 47.96 acre property generally located north of Happy Valley Road and east of 163rd Avenue; Case FS20-573.	None Sergio Angulo Community Development
6.	District 3	Consideration and action pertaining to approval of the Final Plat entitled, "A Replat of Lot 3 of the 'Replat of Lot 3 of the 'Prasada-Phase 1B North' " and dated April 8, 2021, an approximately 5.131 acre property generally located at the Southwest corner of Waddell Road and Sarival Road; Case FS20-817.	None Trever Fleetham Community Development

7.	District 3	Consideration and action pertaining to approval of the Final Plat entitled, “Toll at Prasada -Cotton Lane” and dated September 13, 2021, an approximately 4.0283 acre property generally located at the west half of Cotton Lane between Cactus Road and Peoria Avenue; Case FS21-081.	None Trever Fleetham Community Development
8.	District 4	Consideration and action pertaining to approval of the Final Plat entitled “Condominium Plat Crossroads Lakes Professional Offices Condominium 2nd Amended” and dated July 15, 2021, an approximately 5.2 acre property generally located south of Bell Road and west of El Mirage Road; Case FS21-361.	None Trever Fleetham Community Development
9.	District 1	Consideration and action pertaining to the Final Plat entitled, “Paloma Creek Phase 2A” an approximately 11.5 acre property generally located north of Happy Valley Road and east of 163rd Avenue; Case FS20-574.	None Sergio Angulo Community Development
10.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, “Paloma Creek Phase 2B" an approximately 11.6 acre property generally located north of Happy Valley Road and east of 163rd Avenue; Case FS20-575.	None Sergio Angulo Community Development
11.	Internal	Consideration and action pertaining to approval of an amendment to the Fiscal Year 2022 budget by moving budget authority of $203,300 within the Traffic Election 2017 Fund for the purpose of consolidating Traffic Congestion Mitigation and Pavement Preservation art projects, renaming project R61460, and amending the Contract Award Authority List; Resolution #2021-148.	None Seth Dyson Human Svcs and Comm Vitality
12.	District 4	Consideration and action pertaining to the approval of a Sublease with A New Leaf, Inc. to operate a Housing Support Center upon property leased by the City located at 12779 and 12785 West Grand Ave; Resolution #2021-153.	None Seth Dyson Human Svcs and Comm Vitality
13.	Citywide	Consideration and action pertaining to acceptance of eight Arizona Governor’s Office of Highway Safety (GOHS) grants and amending the FY2022 budget by moving budget authority of $207,200 from General Contingency to Projects G31265, G31275, G31314, G31324, G31356, G31393, G31412, and G31266 for the purpose of reimbursement for impaired driving enforcement overtime, capital outlay equipment, materials and supplies; Resolution #2021-156.	None Benny Pina Police
14.	Citywide	Consideration and action pertaining to approval of an amendment to the fiscal year 2022 budget by moving budget authority in the amount of $229,500 within the Grants Fund for the acceptance of three grants from the Arizona Department of Homeland Security grant program; Resolution #2021-159.	None Brenden Espie Fire - Medical

15.	District 1	Consideration and action pertaining to acceptance of a Utility, Access, and Water Line Easement from HE Capital Asante, LLC, near Jomax and 169th Avenue.	None Lari Beth Kirkendall Community Development
16.	District 1	Consideration and action pertaining to acceptance of a Quit Claim Deed for the Asante Water Tank from HE Capital Asante, LLC, near Jomax and 169th Avenue.	None Lari Beth Kirkendall Community Development
17.	District 1	Consideration and action pertaining to acceptance of a Quit Claim Deed for Asante Well Site No. 1 from HE Capital Asante, LLC, near Jomax and 169th Avenue.	None Lari Beth Kirkendall Community Development
18.	Citywide	Consideration and action pertaining to approval of a Fiscal Year 2022 budget amendment moving budget authority in the amount of $40,000 from the Water Operations Fund to project G71010 ADWR Xeriscape Garden; Resolution #2021-160.	None Michael Boule Water Resource Management
19.	Citywide	Consideration and action pertaining to approval of the One Arizona Distribution of Opioid Settlement Funds Agreement and the Distributor and Janssen Settlement Agreements.	None Robert Wingo Legal
	REGULAR AGENDA ITEM - PUBLIC HEARING:		
20.	Citywide	Consideration and action pertaining to approval of a proposed Text Amendment to Chapter 109 of the Surprise Land Development Ordinance regarding Billboard Signs; Ordinance #2021-15; Case FS21-147.	None Trever Fleetham Community Development
21.	District 1	Consideration and action pertaining to approval of a Minor General Plan Amendment to change approximately 107 acres of Open Space Character Area to Neighborhood Character Area, generally located north of McMicken Way and east of 147th Avenue; Resolution #2021-155; Case FS21-154.	None Sergio Angulo Community Development
22.	District 1	Consideration and action pertaining to approval of a rezone of approximately 14.47 acres of property generally located south of Happy Valley Road and east of 147th Avenue from Rural Residential (RR) to Residential High Density (RH-15) with a PUD Overlay; Ordinance #2021-22; Case FS21-154.	None Sergio Angulo Community Development
23.	District 1	Consideration and action pertaining to approval of a rezone of approximately 19.89 acres of property generally located on the southwest corner of San Ysidro Road and 158th Avenue from Residential Ranch (RR) to Residential Medium Density (RM-6) with a PUD Overlay; Ordinance # 2021-21;Case FS21-036.	None Sergio Angulo Community Development

24.	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 alignment; Ordinance # 2021-20. (Case FS21-209)	None Sergio Angulo Community Development
25.	District 1	Consideration and action pertaining to approval of a rezone of approximately 19.896 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:

26.	District 5	Consideration and action pertaining to approval of the commissioning of artist Brad Oldham for an original work of art in downtown Surprise.	None Danielle Osborne Human Svcs and Comm Vitality
27.	District 1	Consideration and action pertaining to approval of the Preliminary Plat entitled, " Bonita Ranch" and dated July 01, 2021, an approximately 73.01 acre property generally located south of Jomax Road and west of 147th Avenue; Case FS20-823.	None Sergio Angulo Community Development
28.	District 1	Consideration and action authorizing the acquisition of fee title, or lesser interest, in real property generally located along the Norwich Drive alignment in and near and west of 181st Drive, within Section 10, Township 4 North, Range 2 West in Surprise, Arizona, by dedication, donation, purchase, or eminent domain; Resolution # 2021-158.	None Lloyd Abrams Community Development

I. Other Business and Future Agenda Items

J. City Council Reports

K. Executive Session

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

- discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- discussion or consideration of records exempt by law from public inspection (A.R.S. §38-401.03 (A)(2));

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

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

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

L. Adjournment

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED:October 14, 2021 at 12:05 PM

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

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 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 19, 2021
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:
Announce Scholarship Recipients

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 2021
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Citywide

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

Agenda Wording:
EPCOR Elections Update

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 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 October 5, 2021 Regular City Council Meeting and executive session.

Motion:
I move to approve the meeting minutes of October 5, 2021.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:
1. 10521 reg

CITY OF SURPRISE

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

Tuesday, October 5, 2021 @ 6:00PM

Call To Order

Invocation

Led by Council Member Cline

Roll Call

Mayor Hall called to order the Regular City Council Meeting of October 5, 2021 at 6:00 PM at Surprise City Hall Council Chambers, 16000 N Civic Center Plaza, Surprise, Arizona 85374. Also in attendance with Mayor Hall were Vice Mayor Duffy and Council Members: Cline, Judd, Hastings and Remley.

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

Pledge of Allegiance

The pledge of allegiance was led by the students from Canyon Ridge Elementary School who then spoke on school activities.

Proclamation and Community Acknowledgements

1. Domestic Violence Awareness Month Proclamation

Mayor Hall presented a proclamation to Wendy Sanchez, Northwest Regional Court in observance of Domestic Violence Month.

City Manager Report

1. Reports

City Clerk Report

1. Reports

City Clerk Aguilar spoke of the upcoming General Election regarding EPCOR.

Call To The Public

Alejandro Christ - Development presented a few weeks ago, the public comments were opened and closed immediately. Asked Council if it is a public hearing if no one is heard. Encouraged residents to attend the Planning & Zoning Commission meetings as well to be informed.

Thomas Braga - Concerns about traffic on Bell Road and Reems in the Fry's parking lot.

Regular City Council Meeting Agenda

CONSENT AGENDA:

Council Member Judd made the motion to approve the consent agenda, excluding item #1. Council Member Hastings seconded the motion. Seven yes votes, motion carried.

1. Consideration and action on the minutes of September 21, 2021 Regular City Council work Session, Regular City Council Meeting and Executive Session - APPROVED

Vice Mayor Duffy removed this item from the consent agenda.

Council Member Judd made the motion to approve item #1. Council Member Hastings seconded the motion. Six yes votes, one abstained (Duffy), motion carried.

2. 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 - APPROVED

3. 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. Â§ 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution # 2021-140 - APPROVED

4. 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. Â§ 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution #2021-145 - APPROVED

5. 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 - APPROVED

4. 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. Â§ 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution #2021-145 - APPROVED

6. 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 - APPROVED

7. 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 - APPROVED

REGULAR AGENDA ITEM - PUBLIC HEARING:

8. 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 - APPROVED

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

Mayor Hall asked for clarification on acronyms.

Public comments:

Alejandro Christ - Light measures for fuel? What is the buffer between the rear and Creedence? What is the noise pollution for these residents?

Council Member Remley asked for clarification on the sign requirements.

Council Member Judd asked how many tenants are expected in this center, and commented that we want to make sure there are enough signs for the businesses.

Council Member Winters made the motion to approve the Comprehensive Sign Program for The Marketplace at Asante. Council Member Cline seconded the motion. Seven yes votes, motion carried.

9. 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) - CONTINUED TO THE OCTOBER 19, 2021 REGULAR CITY COUNCIL MEETING

Council Member Judd made the motion to continue Ordinance 2021-20 to the October 19, 2021 Regular City Council Meeting. Vice Mayor Duffy seconded the motion. Seven yes votes, motion carried.

10. 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 - CONTINUED TO THE OCTOBER 19, 2021 REGULAR CITY COUNCIL MEETING

Council Member Judd made the motion to continue Ordinance 2021-13 to the October 19, 2021 Regular City Council Meeting. Vice Mayor Duffy seconded the motion. Seven yes votes, motion carried.

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

11. 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 - APPROVED

Mr. Wingenroth addressed Mayor and City Council.

Council Member Judd made the motion to approve the Employment Agreement with Bob Wingenroth appointing him City Manager. Council Member Cline seconded the motion. Seven yes votes, motion carried.

12. Presentation and discussion pertaining to the FY2021 Financial Status Report through June 2021 - NO ACTION

Finance Director, Andrea Davis gave a brief powerpoint presentation on this item.

13. 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 - APPROVED

Krysten Titler gave a powerpoint presentation on this item.

Council Member Cline made the motion to approve Resolution 2021-150. Council Member Hastings seconded the motion. Seven yes votes, motion carried.

Other Business and Future Agenda Items

City Council Reports

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

Council Member Hastings - Post Office Dedication, upcoming Meet and Greet and welcomed Mr. Wingenroth.

Council Member Remley - welcomed Mr. Wingenroth, Fiesta Grande this weekend 5-9 PM and the Senior Center has re-opened.

Vice Mayor Duffy - Was in D.C. last week, he reviewed what took place.

Council Member Cline - met with Ms. Neria-Literacy Challenge Campaign; MAG Meeting-housing; Meet and Greet moving from Monday to Tuesday effective October; Ribbon cutting; Coffee with Vets; Sun City Grand Neighborhood Rep's and West Valley Women of the Year.

Council Member Judd - Welcomed Bob back, District meeting at Spencer's this Saturday with Vice Mayor Duffy and White Tank Mountain Conservancy, Virtual speakers on 10/20, 10/27 and 11/3.

Mayor Hall - Welcomed Bob back, Paradise elementary School-he was a guest speaker to 7 classes of 2nd graders, staff was very welcoming, it was a busy month and it's a great time to be in Surprise.

Council Member Cline made the motion to recess the Regular City Council Meeting and enter into executive session at 7:19 PM. Council Member Hastings seconded the motion. Seven yes votes, motion carried.

Executive Session

14. 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).

Adjournment

Council Member Hastings made the motion to adjourn the Regular City Council Meeting of October 5, 2021 at 7:43 PM. Council Member Cline seconded the motion. Seven yes votes, motion carried.

_____
Skip Hall, Mayor

ATTEST:

_____
Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, October 5, 2021.**

_____
Sherry Ann Aguilar, City Clerk, MMC

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 2021
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Internal

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

Agenda Wording:
Consideration and action to approve the 2022 Council Work Session and Regular Meeting schedule.

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:
1. 2022 COUNCIL DATES

2022 COUNCIL WORK SESSION/REGULAR MEETING DATES

TUESDAY, JANUARY 4, 2022

TUESDAY, JANUARY 18, 2022

TUESDAY, FEBRUARY 1, 2022

TUESDAY, FEBRUARY 15, 2022

TUESDAY, MARCH 1, 2022

TUESDAY, MARCH 15, 2022

TUESDAY, APRIL 5, 2022

TUESDAY, APRIL 19, 2022

TUESDAY, MAY 3, 2022

TUESDAY, MAY 17, 2022

TUESDAY, JUNE 7, 2022

TUESDAY, JUNE 21, 2022

NO MEETINGS IN JULY 2022 - SUMMER BREAK

TUESDAY, AUGUST 2, 2022

TUESDAY, AUGUST 16, 2022

TUESDAY, SEPTEMBER 6, 2022

TUESDAY, SEPTEMBER 20, 2022

TUESDAY, OCTOBER 4, 2022

TUESDAY, OCTOBER 18, 2022

TUESDAY, NOVEMBER 1, 2022

TUESDAY, NOVEMBER 15, 2022

TUESDAY, DECEMBER 6, 2022

TUESDAY, DECEMBER 20, 2022

Prepared by City Clerk, Sherry Ann Aguilar on 09/28/2021 - Pending Council approval.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 2021 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Paloma Creek Phase 1" an approximately 47.96 acre property generally located north of Happy Valley Road and east of 163rd Avenue; Case FS20-573.

Motion:
I move to approve the Final Plat entitled, "Paloma Creek Phase 1" subject to an amended Release of Liability that includes language expressly indemnifying the US Air Force for Luke AFB flight operations.

Background:
EPS Group, on behalf of Meritage Homes, Inc., requests approval of the Final Plat for Paloma Creek Phase 1. The subject property is approximately 48 acres and is located north of Happy Valley Road and east of 163rd Avenue. The subject property is zoned RM-9 PUD. The applicant proposes 198 single-family lots for a total gross density of 4.12 dwelling units per acre. The proposed Final Plat is in compliance with the approved Paloma Creek PUD and Preliminary Plat, both approved under case FS18-150.

Objective Analysis:
Approval of the proposed Final Plat will allow the owner ability to subdivide the property as proposed. Denial of the proposed Final Plat will prevent the property from being subdivided as proposed.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more.

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 - FS20-573 Paloma Creek Phase 1 Final Plat - CC Staff Report - 10-19-21
2. 01 - FS20-573 Paloma Creek Phase 1 Vicinity Map
3. 02 - FS20-573 Paloma Creek Phase 1 Zoning Map
4. 03 - FS20-573 Paloma Creek Phase 1 - Final Plat
5. 04 - FS20-573 Luke AFB Comments
6. FS20-573 Paloma Creek Phase 1 Final Plat PowerPoint - 10-19-21 CC

SURPRISE
ARIZONA

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: **FS20-573**

Project Name: Paloma Creek Phase 1 Final Plat

Council District: 1 - Acacia

City Council Date: **October 19, 2021**

Planner: Robert H. Kuhfuss, AICP

Owner/Applicant: Meritage Homes of Arizona, Inc.

Request: Consideration and action regarding the Final Plat entitled, "Paloma Creek Phase 1"

Site Location: Generally, north of Happy Valley Road and east of 163rd Avenue

Site Size: 47.96 acres (approx.)

Density: 4.12 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the RM-9 PUD zoning district as approved under case FS18-150.
- The Final Plat is consistent with the Preliminary Plat as approved under case FS18-150.

Alternative Actions: Approval of the proposed Final Plat will allow owner the ability to subdivide the property as proposed.

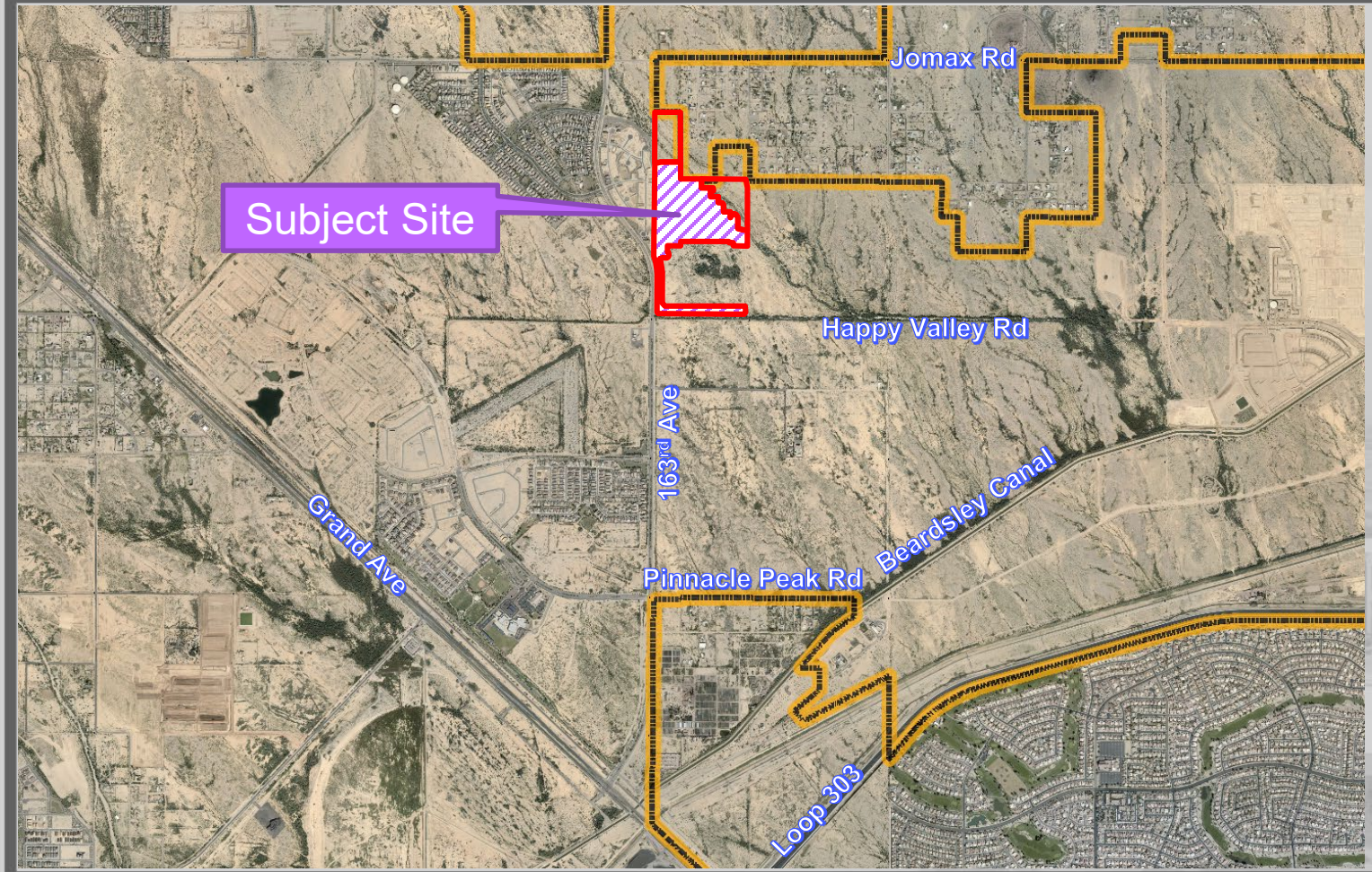
Deny: Denial of the proposed Final Plat will prevent the property from being subdivided as proposed.

Additional Information:

EPS Group, on behalf of Meritage Homes, Inc., requests approval of the Final Plat for Paloma Creek Phase 1. The subject property is approximately 48 acres and is located north of Happy Valley Road and east of 163rd Avenue. The subject property is zoned RM-9 PUD. The applicant proposes 198 single-family lots for a total gross density of 4.12 dwelling units per acre. The proposed Final Plat is in compliance with the approved Paloma Creek PUD and Preliminary Plat, both approved under case FS18-150.

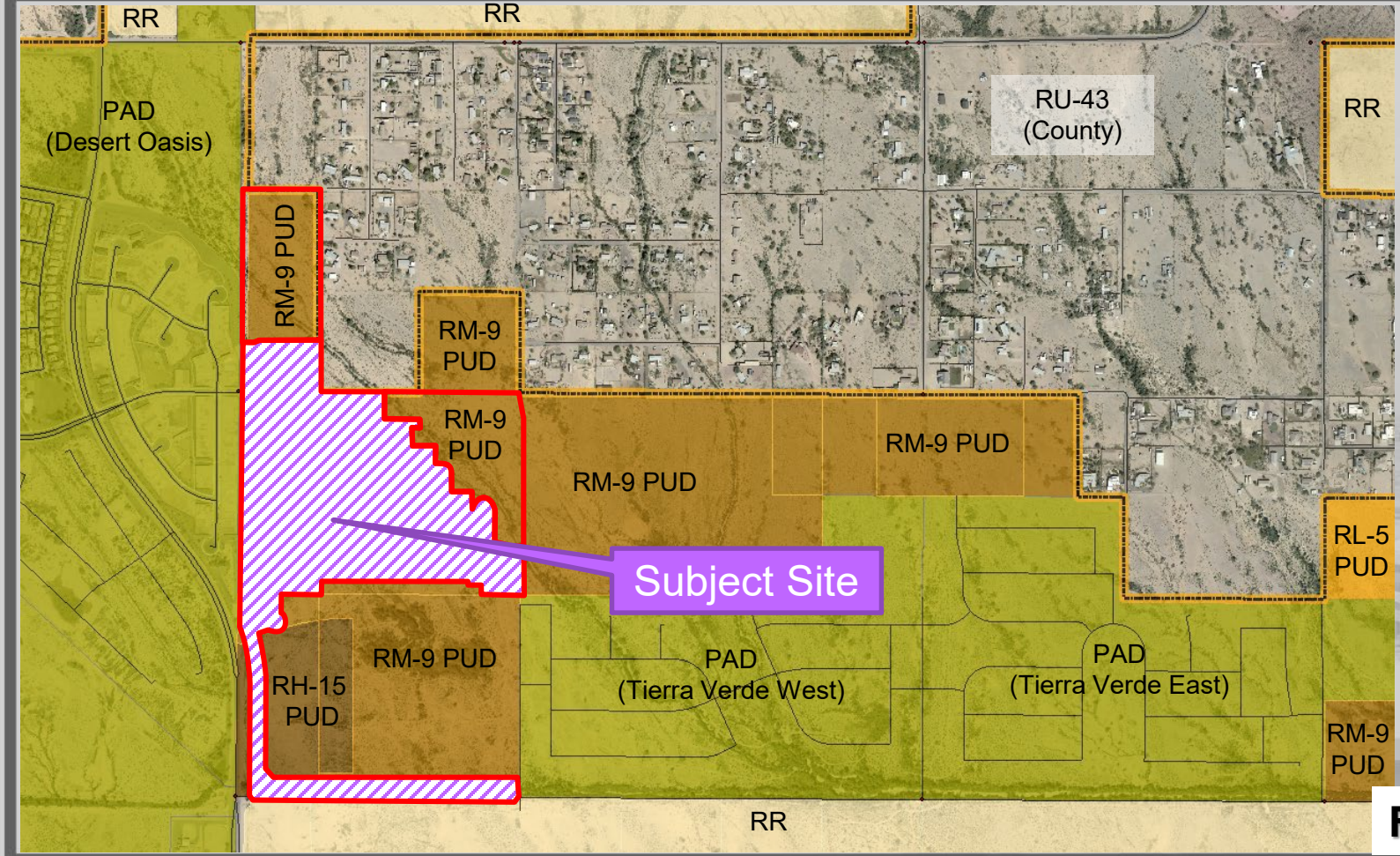
Attachments:

01 – Vicinity Map
02 – Zoning Map
03 – Final Plat
04 – Luke AFB Letter



VICINITY MAP

FS20-573



ZONING MAP

FS20-573

FINAL PLAT

Paloma Creek Phase 1

A PORTION OF THE WEST HALF OF SECTION 6,
TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION, "OWNER", HAS SUBDIVIDED UNDER THE NAME "PALOMA CREEK PHASE 1", A PORTION OF THE WEST HALF OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "PALOMA CREEK PHASE 1" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING THE SAME, AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR AND NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

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

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

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

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, A PUBLIC RECREATION/TRAIL EASEMENT FOR PEDESTRIAN ACCESS, EQUINE ACCESS, BICYCLING, AND OTHER NON-MOTORIZED FORMS OF ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN IN THIS PLAT

OWNER HEREBY GRANTS TO THE PUBLIC AN EASEMENT FOR RECREATION OVER, UPON, AND ACROSS THOSE AREAS AS DESIGNATED AS RECREATION TRAILS OR AREAS FOR THE PURPOSE OF ALLOWING THE PUBLIC ACCESS TO THE TRAIL SYSTEM.

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

MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS ____ DAY OF _____, 20____ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

COMMUNITY ASSOCIATION RATIFICATION

KNOW ALL MEN BY THESE PRESENTS: THAT PALOMA CREEK COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS PLAT FOR "PALOMA CREEK PHASE 1" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS PLAT.

IN WITNESS WHEREOF, PALOMA CREEK COMMUNITY ASSOCIATION, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 20____.

PALOMA CREEK COMMUNITY ASSOCIATION, INC.,
AN ARIZONA NON-PROFIT CORPORATION

BY:_____

ITS:_____

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS ____ DAY OF _____, 20____ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

GENERAL NOTES

1. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
2. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE AE AND ZONE X SHADED," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
3. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
4. PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS (#4751 AND 14710, WHEN APPLICABLE.
5. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
6. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
7. FINAL PLAT IS IN CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED UNDER PS18-150.
8. ZONING OF THE PROPERTY IS RM-9 PUD AS APPROVED UNDER CASE PS18-150, OR AS SUBSEQUENTLY AMENDED.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS MEASURED AND RECORDED IN BOOK 1317, PAGE 31 OF MARICOPA COUNTY RECORDS.

BEARING: NORTH 89 DEGREES 45 MINUTES 12 SECONDS WEST

PUBLIC NOTICE

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

RELEASE OF LIABILITY

MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION "OWNER" DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FAILING AIRCRAFT OR FAILING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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

OWNER DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

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

AVIGATION EASEMENT

MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION "OWNER" DOES HEREBY GRANT BARGAIN SELL AND CONVEY UNTO GRANTEE THEIR SUCCESSORS AND ASSIGNS A NON-EXCLUSIVE PERPETUAL AND PERMANENT AVIGATION EASEMENT, OVER AND ACROSS THE PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT WILL INCLUDE BUT NOT BE LIMITED TO THE RIGHT TO FLY AIRCRAFT OVER THE EASEMENT AREA TOGETHER WITH ITS ATTENDANT NOISE VIBRATIONS FUMES DUST FUEL AND LUBRICANT PARTICLES AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM OR OPERATING AT LUKE AIR FORCE BASE GRANTOR WILL NOT ALLOW ANYTHING TO IMPEDE GRANTEES USE OF THIS AVIGATION EASEMENT. MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION "OWNER"

BY: _____ DATE: _____

BY: _____ DATE: _____

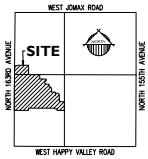
BY: _____ DATE: _____

ZONING

THE ZONING OF THE PROPERTY IS RM-9 PUD AS APPROVED UNDER CASE PS18-150, OR AS SUBSEQUENTLY AMENDED.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE DESERT OASIS PUBLIC WATER SYSTEM 04-07-523 WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.



SECTION 6
T.4 N., R.1 W.
VICINITY MAP
NOT TO SCALE

OWNERS

MERITAGE HOMES OF ARIZONA INC.
8800 EAST RAINTREE DRIVE, SUITE 300
SCOTTSDALE, AZ 85260
CONTACT: TROY HILL
Troy.Hill@meritagehomes.com

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
TEL: (480) 503-2250
FAX: (480) 503-2258
CONTACT: DANIEL ALMER, PE

SHEET INDEX

1	COVER SHEET
2	LOT AREA TABLE, TRACT AREA & USAGE TABLE, CURVE TABLE, LINE TABLE
3	FINAL PLAT PLAN SHEETS & LEGAL DESCRIPTION
4	FINAL PLAT PLAN SHEETS & DETAILS
5 – 7	FINAL PLAT PLAN SHEETS

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
LOTS 32–36, 39–60, 86–225, 228–258 (198 LOTS)	1,122,519	25.7695
TRACTS A – AA	505,974	11.6158
RIGHT OF WAY	460,582	10.5735
GROSS AREA	2,089,075	47.9588

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

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

_____ _____
MAYOR DATE

ATTEST: _____ _____
CITY CLERK DATE

CERTIFICATION

I, RAYMOND S. MUNOZ III, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JUNE, 2020; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

RAYMOND S. MUNOZ III, RLS 53160
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
FAX: (480) 503-2258

DATE OF PREPARATION: 7/29/2020
DATE REVISED: 7/27/2021

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

EPS GROUP

Paloma Creek Phase I
SURPRISE, ARIZONA
FINAL PLAT

Project:

Revisions:

Drawn by: A.G.
Reviewed by: R.M.

RAYMOND S. MUNOZ III
53160
REGISTERED LAND SURVEYOR
ARIZONA U.S.A.

Job No.
16-400.1
FP01

Sheet No.
1
of 7

FS 20-573

Jul 27, 2021 3:48pm C:\Users\agross\appdata\local\temp\AcPublish_3568\16-400.1 Plat.dwg
agross

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
32	5,748	0.1319
33	5,750	0.1320
34	5,175	0.1188
35	5,175	0.1188
36	5,750	0.1320
39	5,750	0.1320
40	5,750	0.1320
41	5,750	0.1320
42	5,175	0.1188
43	5,175	0.1188
44	5,750	0.1320
45	5,738	0.1317
46	5,894	0.1376
47	6,000	0.1377
48	6,000	0.1377
49	6,000	0.1377
50	6,000	0.1377
51	6,000	0.1377
52	6,000	0.1377
53	6,000	0.1377
54	6,000	0.1377
55	6,000	0.1377
56	6,000	0.1377
57	6,000	0.1377
58	6,000	0.1377
59	6,000	0.1377
60	6,000	0.1377
86	5,988	0.1375
87	6,000	0.1377
88	6,000	0.1377
89	6,000	0.1377
90	6,000	0.1377
91	6,000	0.1377
92	6,000	0.1377
93	6,000	0.1377
94	6,000	0.1377
95	6,000	0.1377
96	6,000	0.1377
97	6,000	0.1377
98	6,000	0.1377
99	6,000	0.1377
100	6,000	0.1377
101	5,988	0.1375
102	5,988	0.1375
103	6,000	0.1377
104	6,000	0.1377
105	6,000	0.1377
106	6,000	0.1377
107	6,000	0.1377
108	6,000	0.1377
109	6,000	0.1377
110	6,000	0.1377
111	6,000	0.1377
112	6,000	0.1377
113	6,000	0.1377
114	6,000	0.1377
115	6,000	0.1377
116	6,000	0.1377
117	5,988	0.1375
118	5,988	0.1375
119	6,000	0.1377
120	6,000	0.1377
121	5,988	0.1375
122	6,000	0.1377
123	6,000	0.1377
124	6,000	0.1377

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
125	6,000	0.1377
126	6,000	0.1377
127	6,000	0.1377
128	6,000	0.1377
129	6,000	0.1377
130	6,170	0.1417
131	6,172	0.1417
132	6,172	0.1417
133	6,172	0.1417
134	6,172	0.1417
135	6,172	0.1417
136	6,159	0.1414
137	6,023	0.1382
138	6,360	0.1460
139	5,175	0.1188
140	5,175	0.1188
141	5,175	0.1188
142	5,175	0.1188
143	5,175	0.1188
144	5,175	0.1188
145	5,175	0.1188
146	5,175	0.1188
147	5,175	0.1188
148	5,175	0.1188
149	5,175	0.1188
150	5,175	0.1188
151	5,175	0.1188
152	5,175	0.1188
153	5,484	0.1259
154	5,387	0.1237
155	5,400	0.1240
156	5,400	0.1240
157	5,400	0.1240
158	5,400	0.1240
159	5,400	0.1240
160	5,400	0.1240
161	5,400	0.1240
162	5,400	0.1240
163	5,400	0.1240
164	5,400	0.1240
165	5,400	0.1240
166	5,400	0.1240
167	5,400	0.1240
168	5,400	0.1240
169	5,400	0.1240
170	5,400	0.1240
171	5,387	0.1237
172	5,387	0.1237
173	5,400	0.1240
174	5,380	0.1235
175	7,112	0.1633
176	5,921	0.1359
177	5,418	0.1244
178	5,400	0.1240
179	5,400	0.1240
180	5,400	0.1240
181	5,400	0.1240
182	5,400	0.1240
183	5,400	0.1240
184	5,400	0.1240
185	5,400	0.1240
186	5,400	0.1240
187	5,400	0.1240
188	5,400	0.1240
189	5,388	0.1237
190	5,400	0.1240

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
191	5,400	0.1240
192	5,400	0.1240
193	5,400	0.1240
194	5,400	0.1240
195	5,400	0.1240
196	5,400	0.1240
197	5,400	0.1240
198	5,400	0.1240
199	5,387	0.1237
200	5,388	0.1237
201	5,400	0.1240
202	5,400	0.1240
203	5,400	0.1240
204	5,400	0.1240
205	5,400	0.1240
206	5,400	0.1240
207	5,400	0.1240
208	5,400	0.1240
209	5,400	0.1240
210	5,388	0.1237
211	5,400	0.1240
212	5,400	0.1240
213	5,400	0.1240
214	5,400	0.1240
215	5,400	0.1240
216	5,400	0.1240
217	5,400	0.1240
218	5,400	0.1240
219	5,400	0.1240
220	5,400	0.1240
221	5,470	0.1256
222	5,835	0.1340
223	6,207	0.1425
224	6,066	0.1576
225	6,725	0.1544
226	5,427	0.1246
229	5,589	0.1283
230	6,075	0.1395
231	6,885	0.1581
232	7,770	0.1784
233	5,784	0.1328
234	6,247	0.1434
235	5,400	0.1240
236	5,400	0.1240
237	5,400	0.1240
238	5,400	0.1240
239	5,400	0.1240
240	5,400	0.1240
241	5,400	0.1240
242	5,400	0.1240
243	5,400	0.1240
244	5,400	0.1240
245	5,400	0.1240
246	5,400	0.1240
247	5,400	0.1240
248	5,400	0.1240
249	5,400	0.1240
250	5,400	0.1240
251	5,400	0.1240
252	5,400	0.1240
253	5,400	0.1240
254	5,400	0.1240
255	5,400	0.1240
256	5,400	0.1240
257	5,400	0.1240
258	5,387	0.1237

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
Tract A	LANDSCAPE, OPEN SPACE AND DRAINAGE CHANNEL	23,457	0.5385
Tract AA	LANDSCAPE AND OPEN SPACE	1,190	0.0273
Tract B	LANDSCAPE AND OPEN SPACE	2,631	0.0604
Tract C	FUTURE LOTS	11,500	0.2640
Tract D	LANDSCAPE, OPEN SPACE AND WATER EASEMENT	2,774	0.0637
Tract E	LANDSCAPE, OPEN SPACE, RETENTION, DRAINAGE CHANNEL AND ** WATER EASEMENT	58,446	1.3417
Tract F	LANDSCAPE, OPEN SPACE, DRAINAGE CHANNEL AND ** WATER EASEMENT	12,328	0.2830
Tract G	LANDSCAPE AND OPEN SPACE	1,428	0.0328
Tract H	LANDSCAPE AND OPEN SPACE	440	0.0101
Tract I	LANDSCAPE, OPEN SPACE AND DRAINAGE CHANNEL	111,812	2.5668
Tract J	LANDSCAPE AND OPEN SPACE	2,200	0.0505
Tract K	LANDSCAPE, OPEN SPACE AND RETENTION	21,785	0.5001
Tract L	LANDSCAPE AND OPEN SPACE	2,200	0.0505
Tract M	LANDSCAPE AND OPEN SPACE	2,384	0.0547
Tract N	LANDSCAPE AND OPEN SPACE	1,049	0.0241
Tract O	LANDSCAPE AND OPEN SPACE	2,200	0.0505
Tract P	LANDSCAPE, OPEN SPACE, AMENITY AND RETENTION	52,200	1.1983
Tract Q	LANDSCAPE AND OPEN SPACE	2,200	0.0505
Tract R	LANDSCAPE AND OPEN SPACE	3,095	0.0711
Tract S	LANDSCAPE AND OPEN SPACE	1,957	0.0449
Tract T	LANDSCAPE AND OPEN SPACE	2,200	0.0505
Tract U	LANDSCAPE, OPEN SPACE AND RETENTION	39,891	0.9158
Tract V	LANDSCAPE AND OPEN SPACE	2,200	0.0505
Tract W	LANDSCAPE AND OPEN SPACE	7,200	0.1653
Tract X	FUTURE LOTS	12,852	0.2950
Tract Y	LANDSCAPE AND OPEN SPACE	1,340	0.0308
Tract Z	LANDSCAPE, OPEN SPACE AND RETENTION	123,015	2.8240

NOTES

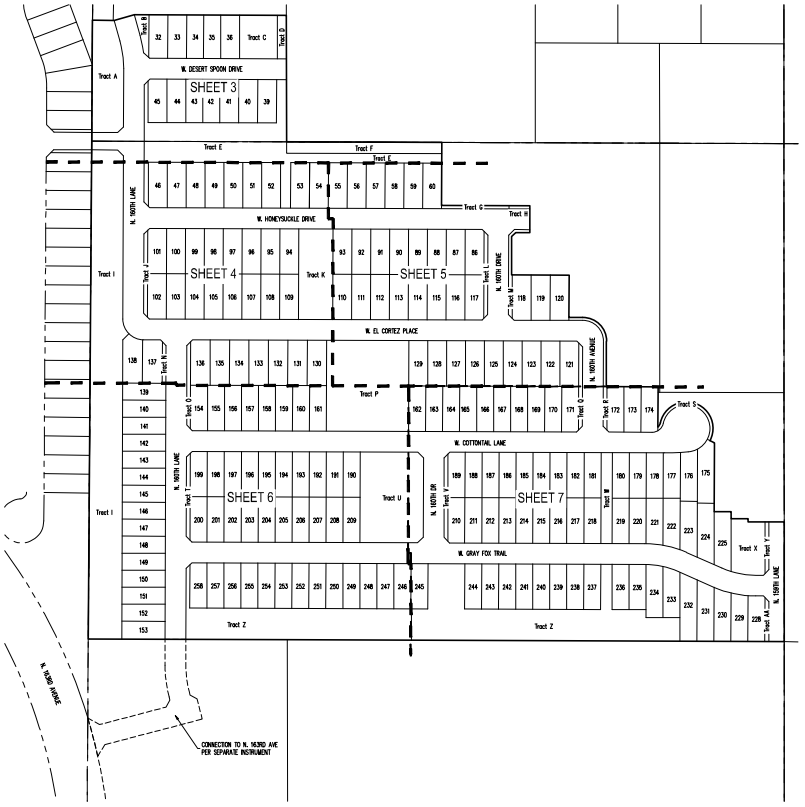
1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS, AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
3. ** THE EASEMENTS LISTED ABOVE (SHOWN WITH AN ASTERIK **) ONLY AFFECT A PORTION OF THE TRACT WITH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

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	98.96'	63.00'	90°00'00"	89.10'	N44°48'26"W
C2	12.96'	22.00'	33°45'54"	12.78'	N39°30'11"E
C3	238.28'	70.50'	194°27'59"	139.88'	N70°06'47"W
C4	81.29'	300.00'	15°31'28"	81.04'	N07°34'10"W
C5	46.20'	327.50'	8°05'05"	46.17'	N11°17'24"W
C6	73.83'	272.50'	15°31'28"	73.61'	N07°34'10"W
C7	86.39'	55.00'	90°00'00"	77.78'	N44°48'26"W
C8	86.39'	55.00'	90°00'00"	77.78'	S44°48'26"E
C9	40.62'	30.00'	77°34'21"	37.58'	N01°24'24"E
C10	275.33'	62.50'	252°24'09"	100.87'	N41°16'42"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BR
C11	63.14'	700.00'	5°10'12"	63.14'	N87°36'28
C12	60.68'	672.50'	5°10'12"	60.66'	N87°36'28
C13	114.46'	277.50'	23°37'59"	113.65'	N77°59'28
C14	103.11'	250.00'	23°37'59"	102.39'	N77°59'28
C15	91.78'	222.50'	23°37'59"	91.13'	N77°59'28
C16	92.55'	222.50'	23°50'01"	91.89'	S78°05'27
C17	103.99'	250.00'	23°50'01"	103.25'	S78°05'27
C18	115.43'	277.50'	23°50'01"	114.60'	S78°05'27
C19	178.33'	55.00'	185°46'32"	109.86'	N80°03'16
C20	20.76'	35.00'	33°59'28"	20.46'	N24°06'22

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°37'27"E	57.66'
L2	N74°40'08"E	55.09'
L3	N89°48'26"W	37.56'
L4	S45°11'34"W	14.69'
L5	S89°48'26"E	36.73'
L6	S00°11'34"W	105.88'
L7	S63°54'47"E	13.09'
L8	S89°48'26"E	45.00'
L9	S00°11'34"W	17.99'
L10	S89°48'26"E	45.00'
L11	S00°11'34"W	8.70'
L12	S89°48'26"E	45.00'
L13	N89°59'32"E	50.00'
L14	N45°00'26"W	21.21'
L15	S44°59'32"W	21.21'
L16	S00°11'34"W	12.06'
L17	N47°52'18"W	22.33'
L18	N45°11'34"E	21.21'
L19	N45°11'34"E	21.21'
L20	N44°48'26"W	21.21'
L21	S44°48'26"E	21.21'
L22	N45°11'34"E	21.21'

LINE TABLE		
LINE	BEARING	LENGTH
L23	N44°48'26"W	21.21'
L24	N45°11'34"E	21.21'
L25	S00°11'34"W	8.00'
L26	N45°11'34"E	21.21'
L27	S44°48'26"E	21.21'
L28	N44°48'26"W	21.21'
L29	N44°48'26"W	21.21'
L30	N49°17'21"E	22.74'
L31	N44°48'26"W	21.21'
L32	N45°11'34"E	21.21'
L33	N44°48'26"W	21.21'
L34	N45°11'34"E	21.21'
L35	N44°48'26"W	21.21'
L36	N45°11'34"E	21.21'
L37	N45°11'34"E	21.21'
L38	S44°48'26"E	21.21'
L39	N82°54'47"W	8.00'
L40	N44°48'26"W	21.21'
L41	N45°11'34"E	21.21'
L42	S45°11'34"W	21.21'
L43	N44°48'26"W	21.21'
L44	S00°11'34"W	167.00'



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Mesa, AZ 85201 | P:480.833.1799
www.epsgroupinc.com
EPS GROUP

Paloma Creek Phase I

QUARTZSITE, ARIZONA

FINAL PLAT

Project:

Revisions:

Drawn by: A.G.
Reviewed by: R.M.

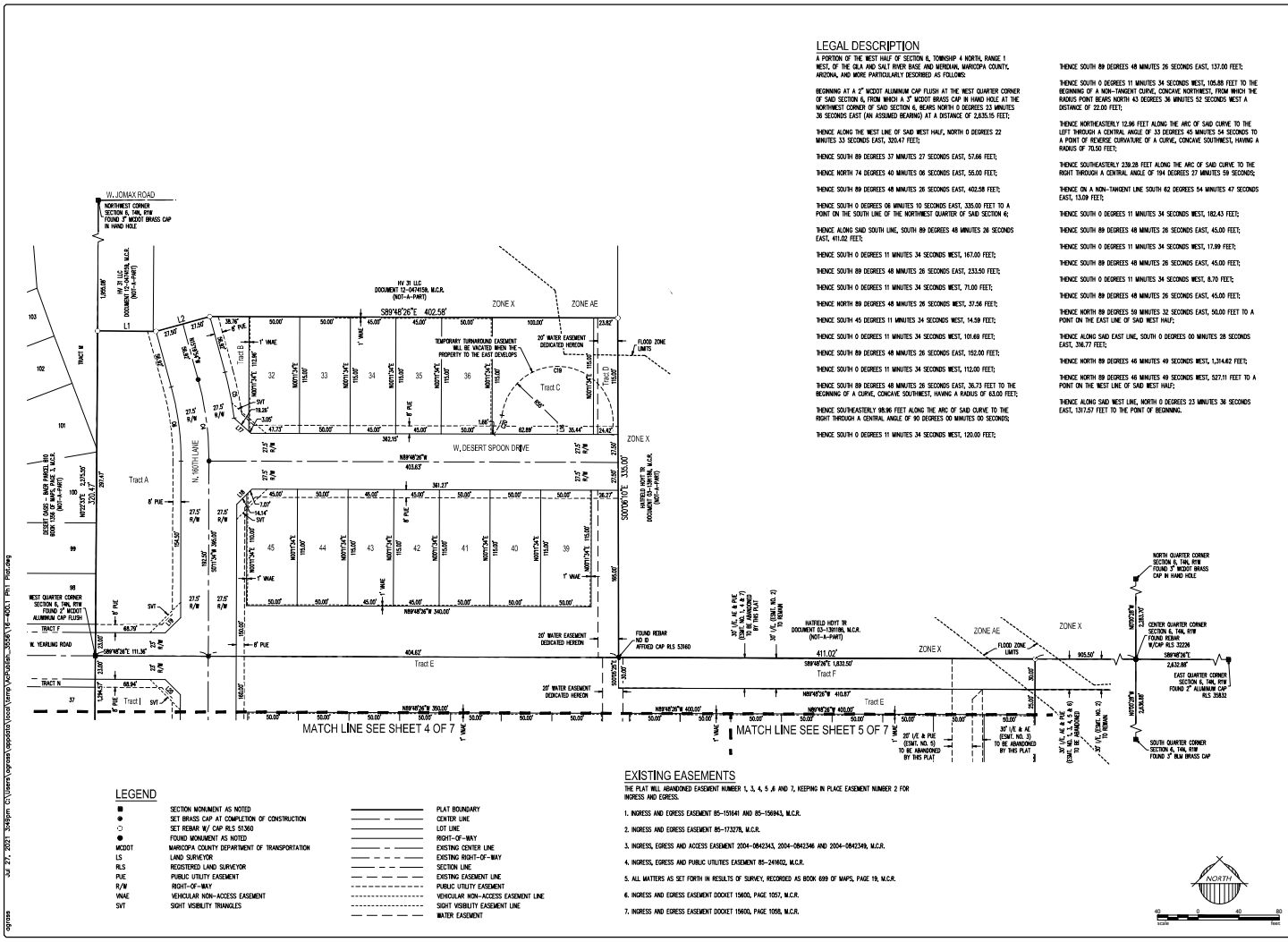
RAYMOND S. MUNOZ III
32780
CERTIFICATE EXPIRES 9-30-21
REGISTERED LAND SURVEYOR

Job No.
16-400.1
FP02

Sheet No.
2
of 7

FS 20-573

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LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 2" MCDOT ALUMINUM CAP FLUSH AT THE WEST QUARTER CORNER OF SAID SECTION 6, FROM WHICH A 3" MCDOT BRASS CAP IN HAND HOLE AT THE NORTHWEST CORNER OF SAID SECTION 6, BEARS NORTH 0 DEGREES 23 MINUTES 36 SECONDS EAST (AN ASSUMED BEARING) AT A DISTANCE OF 2,635.15 FEET;

THENCE ALONG THE WEST LINE OF SAID WEST HALF, NORTH 0 DEGREES 22 MINUTES 33 SECONDS EAST, 320.47 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES 27 SECONDS EAST, 57.66 FEET;

THENCE NORTH 74 DEGREES 40 MINUTES 06 SECONDS EAST, 55.00 FEET;

THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST, 402.58 FEET;

THENCE SOUTH 0 DEGREES 08 MINUTES 10 SECONDS EAST, 335.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6;

THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST, 411.02 FEET;

THENCE SOUTH 0 DEGREES 11 MINUTES 34 SECONDS WEST, 167.00 FEET;

THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST, 233.50 FEET;

THENCE SOUTH 0 DEGREES 11 MINUTES 34 SECONDS WEST, 71.00 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 26 SECONDS WEST, 37.56 FEET;

THENCE SOUTH 45 DEGREES 11 MINUTES 34 SECONDS WEST, 14.59 FEET;

THENCE SOUTH 0 DEGREES 11 MINUTES 34 SECONDS WEST, 101.69 FEET;

THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST, 152.00 FEET;

THENCE SOUTH 0 DEGREES 11 MINUTES 34 SECONDS WEST, 112.00 FEET;

THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST, 36.73 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 63.00 FEET;

THENCE SOUTHEASTERLY 98.96 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE SOUTH 0 DEGREES 11 MINUTES 34 SECONDS WEST, 120.00 FEET;

THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST, 137.00 FEET;

THENCE SOUTH 0 DEGREES 11 MINUTES 34 SECONDS WEST, 105.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 43 DEGREES 36 MINUTES 52 SECONDS WEST A DISTANCE OF 22.00 FEET;

THENCE NORTHEASTERLY 12.96 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33 DEGREES 45 MINUTES 54 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 70.50 FEET;

THENCE SOUTHEASTERLY 230.28 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 194 DEGREES 27 MINUTES 59 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 62 DEGREES 54 MINUTES 47 SECONDS EAST, 13.09 FEET;

THENCE SOUTH 0 DEGREES 11 MINUTES 34 SECONDS WEST, 182.43 FEET;

THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST, 45.00 FEET;

THENCE SOUTH 0 DEGREES 11 MINUTES 34 SECONDS WEST, 17.99 FEET;

THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST, 45.00 FEET;

THENCE SOUTH 0 DEGREES 11 MINUTES 34 SECONDS WEST, 8.70 FEET;

THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST, 45.00 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 32 SECONDS EAST, 50.00 FEET TO A POINT ON THE EAST LINE OF SAID WEST HALF;

THENCE ALONG SAID EAST LINE, SOUTH 0 DEGREES 00 MINUTES 28 SECONDS EAST, 316.77 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 49 SECONDS WEST, 1,314.62 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 49 SECONDS WEST, 527.11 FEET TO A POINT ON THE WEST LINE OF SAID WEST HALF;

THENCE ALONG SAID WEST LINE, NORTH 0 DEGREES 23 MINUTES 36 SECONDS EAST, 1317.57 FEET TO THE POINT OF BEGINNING.

LEGEND

■	SECTION MONUMENT AS NOTED
●	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
○	SET REBAR W/ CAP RLS 51360
●	FOUND MONUMENT AS NOTED
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
LS	LAND SURVEYOR
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
VNAE	VEHICULAR NON-ACCESS EASEMENT
SVT	SIGHT VISIBILITY TRIANGLES
	PLAT BOUNDARY
	CENTER LINE
	LOT LINE
	RIGHT-OF-WAY
	EXISTING CENTER LINE
	EXISTING RIGHT-OF-WAY
	SECTION LINE
	EXISTING EASEMENT LINE
	PUBLIC UTILITY EASEMENT
	VEHICULAR NON-ACCESS EASEMENT LINE
	SIGHT VISIBILITY EASEMENT LINE
	WATER EASEMENT

EXISTING EASEMENTS

THE PLAT WILL ABANDONED EASEMENT NUMBER 1, 3, 4, 5 ,6 AND 7, KEEPING IN PLACE EASEMENT NUMBER 2 FOR INGRESS AND EGRESS.

1. INGRESS AND EGRESS EASEMENT 85-151641 AND 85-156943, M.C.R.
2. INGRESS AND EGRESS EASEMENT 85-173278, M.C.R.
3. INGRESS, EGRESS AND ACCESS EASEMENT 2004-0842343, 2004-0842346 AND 2004-0842349, M.C.R.
4. INGRESS, EGRESS AND PUBLIC UTILITIES EASEMENT 85-241602, M.C.R.
5. ALL MATTERS AS SET FORTH IN RESULTS OF SURVEY, RECORDED AS BOOK 699 OF MAPS, PAGE 19, M.C.R.
6. INGRESS AND EGRESS EASEMENT DOCKET 15600, PAGE 1057, M.C.R.
7. INGRESS AND EGRESS EASEMENT DOCKET 15600, PAGE 1058, M.C.R.

NORTH

SCALE: 1" = 40'

EPS GROUP
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Paloma Creek Phase I
QUARTZSITE, ARIZONA
FINAL PLAT

Revisions:

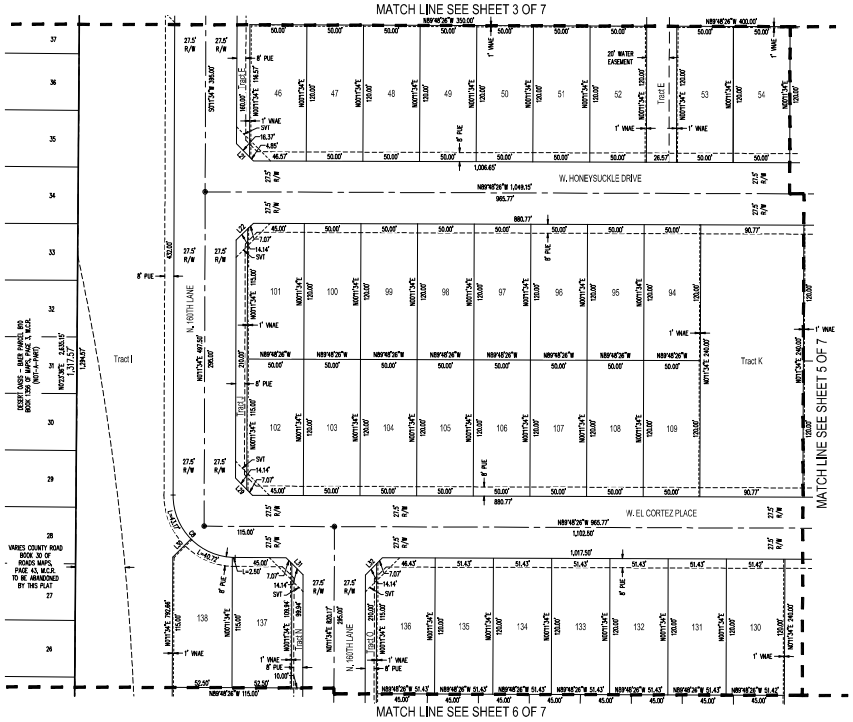
Drawn by: A.G.
Reviewed by: R.M.

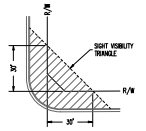
RAYMOND S. MARCUM II
32765
EXPIRES 9-30-21

Job No. 16-400.1
FP03
Sheet No. 3 of 7

FS 20-573

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TYPICAL S.V.T. EASEMENT
LOCAL TO LOCAL STREET
N.T.S.
(PER CITY OF SURPRISE ENGINEERING DESIGN STANDARDS DETAIL 4-02)

LEGEND

■	SECTION MONUMENT AS NOTED
●	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
○	SET REBAR W/ CAP RLS 51360
●	FOUND MONUMENT AS NOTED
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
LS	LAND SURVEYOR
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
VNAE	VEHICULAR NON-ACCESS EASEMENT
SVT	SIGHT VISIBILITY TRIANGLES

	PLAT BOUNDARY
	CENTER LINE
	LOT LINE
	RIGHT-OF-WAY
	EXISTING CENTER LINE
	EXISTING RIGHT-OF-WAY
	SECTION LINE
	EXISTING EASEMENT LINE
	PUBLIC UTILITY EASEMENT
	VEHICULAR NON-ACCESS EASEMENT LINE
	SIGHT VISIBILITY EASEMENT LINE
	WATER EASEMENT

EXISTING EASEMENTS

THE PLAT WILL ABANDONED EASEMENT NUMBER 1, 3, 4, 5 ,6 AND 7, KEEPING IN PLACE EASEMENT NUMBER 2 FOR INGRESS AND EGRESS.

1. INGRESS AND EGRESS EASEMENT 85-151641 AND 85-156943, M.C.R.
2. INGRESS AND EGRESS EASEMENT 85-173278, M.C.R.
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6. INGRESS AND EGRESS EASEMENT DOCKET 15600, PAGE 1057, M.C.R.
7. INGRESS AND EGRESS EASEMENT DOCKET 15600, PAGE 1058, M.C.R.

NORTH
40 0 40 80
Scale: Feet

EPS GROUP
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Mesa, AZ 85201 | P.480.503.2250
F.480.503.2299
w w w . e p s g r o u p i n c . c o m

Project: Paloma Creek Phase I
SURPRISE, ARIZONA
FINAL PLAT

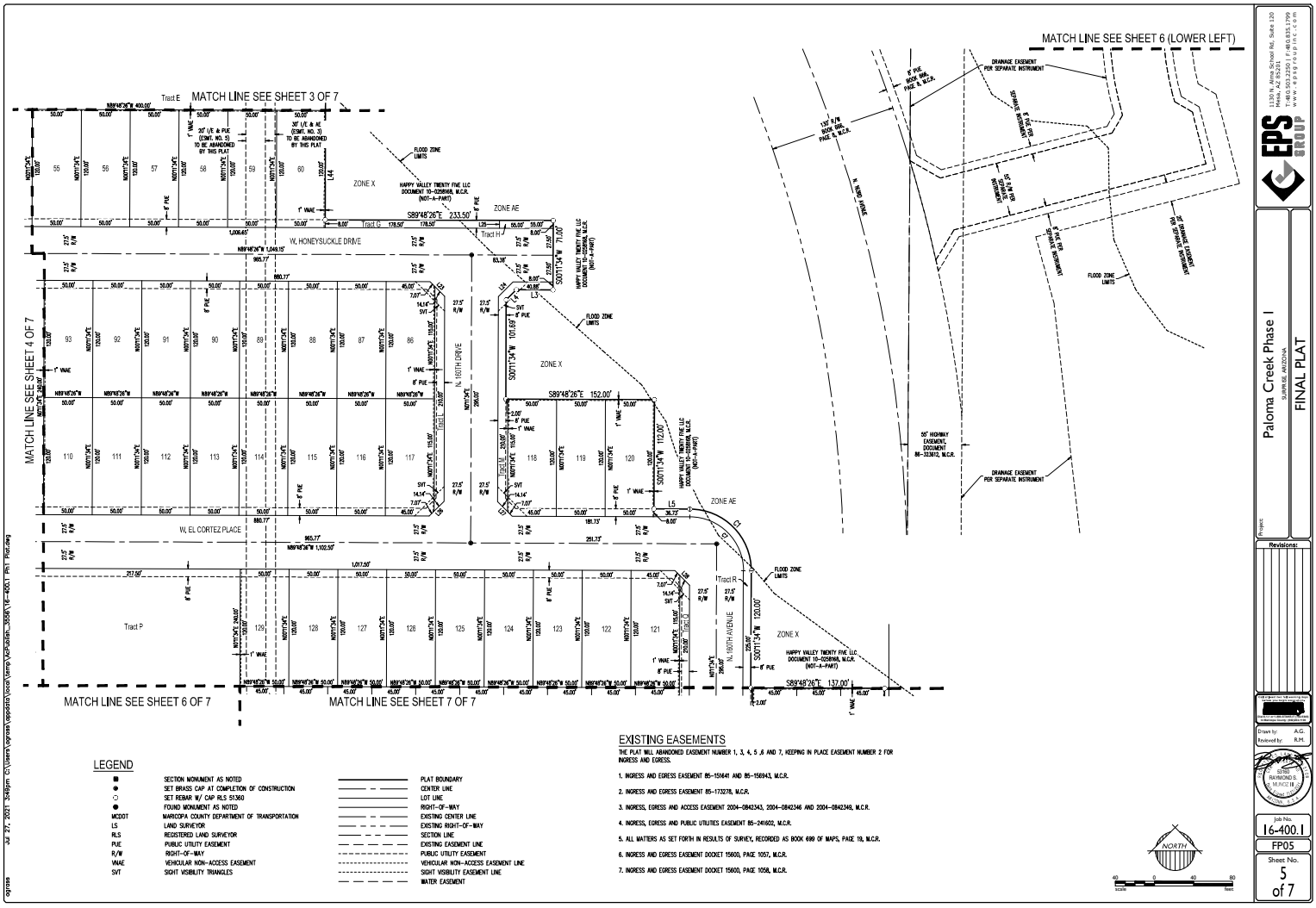
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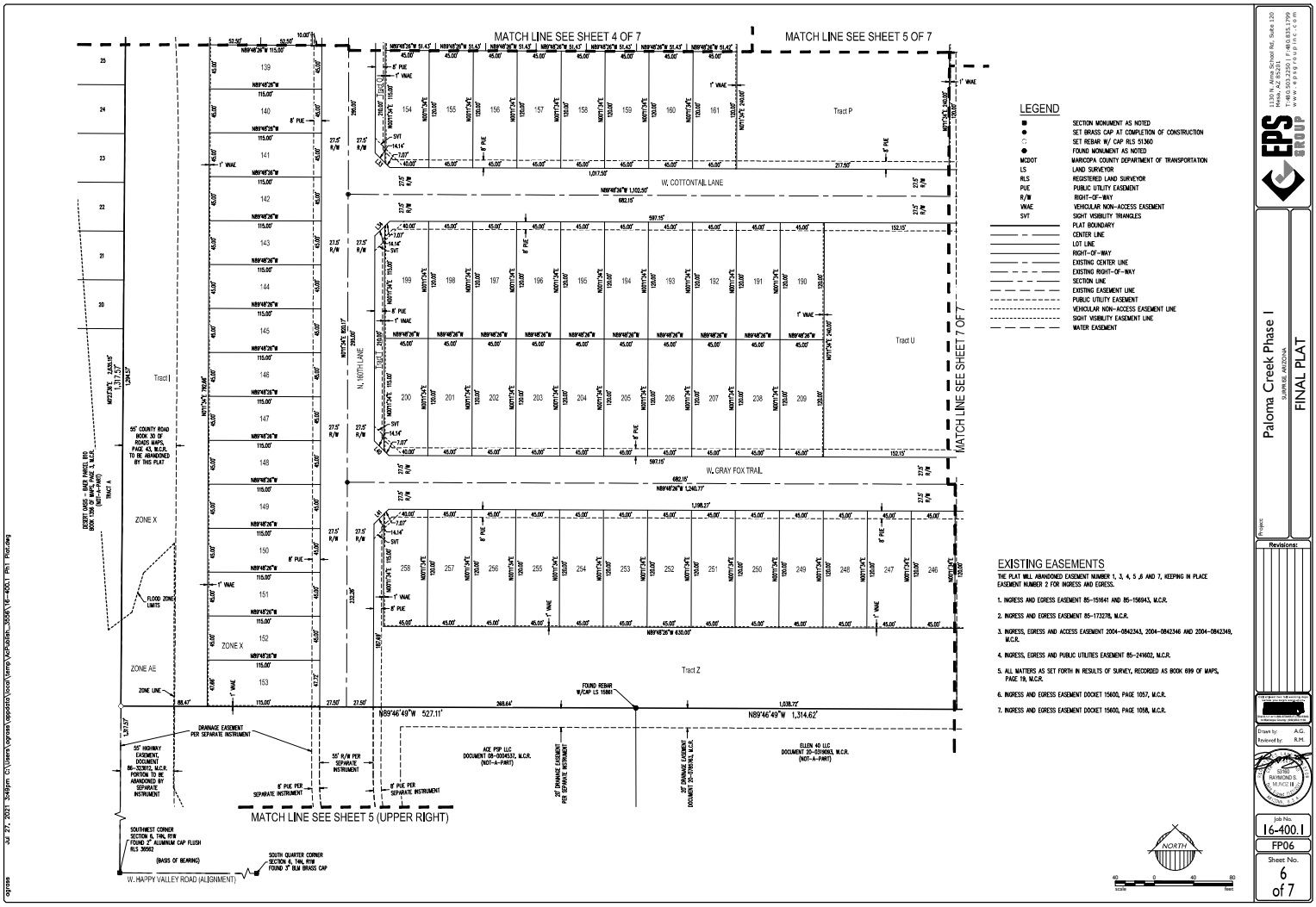
Drawn by: A.G.
Reviewed by: R.M.

RAYMOND S. MUNCIE
32760
CERTIFICATE NO.
REGISTERED LAND SURVEYOR
ARIZONA U.S.A.

Job No. 16-400.1
FP04
Sheet No. 4 of 7

FS 20-573


MATCH LINE SEE SHEET 3 OF 7
MATCH LINE SEE SHEET 4 OF 7
MATCH LINE SEE SHEET 6 (LOWER LEFT)
MATCH LINE SEE SHEET 6 OF 7
MATCH LINE SEE SHEET 7 OF 7
W. HONEYSUCKLE DRIVE
W. EL CORTEZ PLACE
N. 160TH DRIVE
N. 160TH AVENUE
N. 160TH PLACE
N. 160TH AVENUE
Tract E
Tract G
Tract H
Tract I
Tract L
Tract P
Tract R
ZONE X
ZONE AE
FLOOD ZONE LIMITS
HAPPY VALLEY TWENTY FIVE LLC DOCUMENT 15-0258168, M.C.R. (NOT-A-PART)
30' I/E & PUE (ESMT. NO. 5) TO BE ABANDONED BY THIS PLAT
30' I/E & AC (ESMT. NO. 3) TO BE ABANDONED BY THIS PLAT
DRAINAGE EASEMENT PER SEPARATE INSTRUMENT
SEWARDS INSTRUMENT
50' HIGHWAY EASEMENT, DOCUMENT 86-333612, M.C.R.
S89°48'26"E 233.50'
S89°48'26"E 152.00'
S89°48'26"E 137.00'
S00°11'34"W 71.00'
S00°11'34"W 101.69'
S00°11'34"W 112.00'
S00°11'34"W 120.00'
N89°48'26"W 1,040.15'
N89°48'26"W 1,102.52'
N89°48'26"W 400.00'
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LEGEND

■	SECTION MONUMENT AS NOTED
●	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
○	SET REBAR W/ CAP RLS 51360
●	FOUND MONUMENT AS NOTED
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
LS	LAND SURVEYOR
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
VNAE	VEHICULAR NON-ACCESS EASEMENT
SVT	SIGHT VISIBILITY TRIANGLES
	PLAT BOUNDARY
	CENTER LINE
	LOT LINE
	RIGHT-OF-WAY
	EXISTING CENTER LINE
	EXISTING RIGHT-OF-WAY
	SECTION LINE
	EXISTING EASEMENT LINE
	PUBLIC UTILITY EASEMENT
	VEHICULAR NON-ACCESS EASEMENT LINE
	SIGHT VISIBILITY EASEMENT LINE
	WATER EASEMENT

EXISTING EASEMENTS

THE PLAT WILL ABANDONED EASEMENT NUMBER 1, 3, 4, 5 ,6 AND 7, KEEPING IN PLACE EASEMENT NUMBER 2 FOR INGRESS AND EGRESS.

1. INGRESS AND EGRESS EASEMENT 85-151641 AND 85-156943, M.C.R.
2. INGRESS AND EGRESS EASEMENT 85-173276, M.C.R.
3. INGRESS, EGRESS AND ACCESS EASEMENT 2004-0842343, 2004-0842346 AND 2004-0842349, M.C.R.
4. INGRESS, EGRESS AND PUBLIC UTILITIES EASEMENT 85-241602, M.C.R.
5. ALL MATTERS AS SET FORTH IN RESULTS OF SURVEY, RECORDED AS BOOK 699 OF MAPS, PAGE 19, M.C.R.
6. INGRESS AND EGRESS EASEMENT DOCKET 15600, PAGE 1057, M.C.R.
7. INGRESS AND EGRESS EASEMENT DOCKET 15600, PAGE 1058, M.C.R.

EPS GROUP
1130 N. Alma School Rd. Suite 120
Mesa, AZ 85201 | P 480.833.3790
www.epsgroupinc.com

Project: Paloma Creek Phase I
SUNRISE, ARIZONA
FINAL PLAT

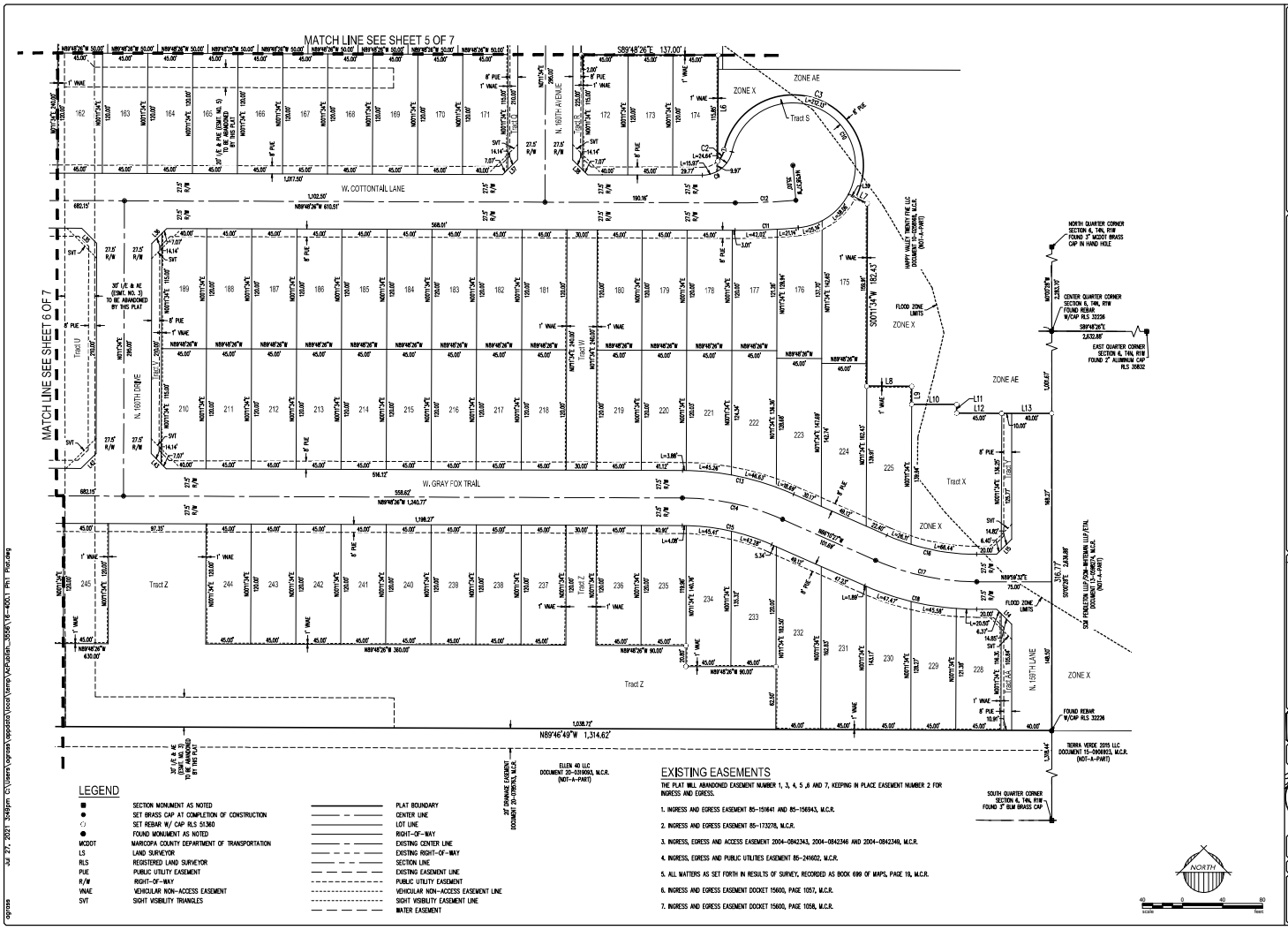
Revisions:

Drawn by: A.G.
Reviewed by: R.M.

RAYMOND S. MUNCIE
32760
CERTIFICATE EXPIRES 09/30/2021
REGISTERED LAND SURVEYOR

Job No. 16-400.1
FP06
Sheet No. 6 of 7

FS 20-573



LEGEND

●	SECTION MONUMENT AS NOTED
●	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
○	SET REBAR W/ CAP RLS 51360
●	FOUND MONUMENT AS NOTED
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
LS	LAND SURVEYOR
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
VNAE	VEHICULAR NON-ACCESS EASEMENT
SVT	SIGHT VISIBILITY TRIANGLES
	PLAT BOUNDARY
	CENTER LINE
	LOT LINE
	RIGHT-OF-WAY
	EXISTING CENTER LINE
	EXISTING RIGHT-OF-WAY
	SECTION LINE
	EXISTING EASEMENT LINE
	PUBLIC UTILITY EASEMENT
	VEHICULAR NON-ACCESS EASEMENT LINE
	SIGHT VISIBILITY EASEMENT LINE
	WATER EASEMENT

EXISTING EASEMENTS

THE PLAT WILL ABANDONED EASEMENT NUMBER 1, 3, 4, 5 ,6 AND 7, KEEPING IN PLACE EASEMENT NUMBER 2 FOR INGRESS AND EGRESS.

1. INGRESS AND EGRESS EASEMENT 85-159641 AND 85-156943, M.C.R.
2. INGRESS AND EGRESS EASEMENT 85-173278, M.C.R.
3. INGRESS, EGRESS AND ACCESS EASEMENT 2004-0842343, 2004-0842346 AND 2004-0842349, M.C.R.
4. INGRESS, EGRESS AND PUBLIC UTILITIES EASEMENT 85-241602, M.C.R.
5. ALL MATTERS AS SET FORTH IN RESULTS OF SURVEY, RECORDED AS BOOK 699 OF MAPS, PAGE 10, M.C.R.
6. INGRESS AND EGRESS EASEMENT DOCKET 15600, PAGE 1057, M.C.R.
7. INGRESS AND EGRESS EASEMENT DOCKET 15600, PAGE 1058, M.C.R.

EPS GROUP
1130 N. Alma School Rd. Suite 120
Mesa, AZ 85201 | P 480.833.3790
www.epsgroupinc.com

Project: Paloma Creek Phase I
SURPRISE, ARIZONA
FINAL PLAT

Revisions:

Drawn by: A.G.
Reviewed by: R.M.

RAYMOND S. MUNCIE
32360
CERTIFICATE NO.
REGISTERED LAND SURVEYOR
ARIZONA U.S.A.

Job No. 16-400.1
FP07
Sheet No. 7 of 7

FS 20-573

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Tuesday, September 15, 2020 1:29 PM
To: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Cc: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; CHRISTIANSON, REGGIE A GS-13 USAF AETC 56 FW/CVE <reggie.christianson.1@us.af.mil>
Subject: RE: FS20-573 Paloma Creek Phase 1 - New Submittal 090920 (APN: 503-55-012E)

Hi Nichole,

Thank you for the opportunity to provide comments on the Paloma Creek Phase 1 Final Improvements Application. The site sits on approximately 46 acres of vacant land located East of 163rd Ave between Jomax Rd and Happy Valley Rd in Surprise, AZ. The project is for development of 198 single family homes with a density of 4.3 du/ac. The site falls approximately 3.5 miles outside the Aux-1 2004 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

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

The project, as described, is outside the above stated GDC and will not have a negative impact on Luke AFB flight operations. The site is located within the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. If this development is approved, we recommend you review the sound attenuation requirements found in A.R.S. § 28-8482.

Respectfully,

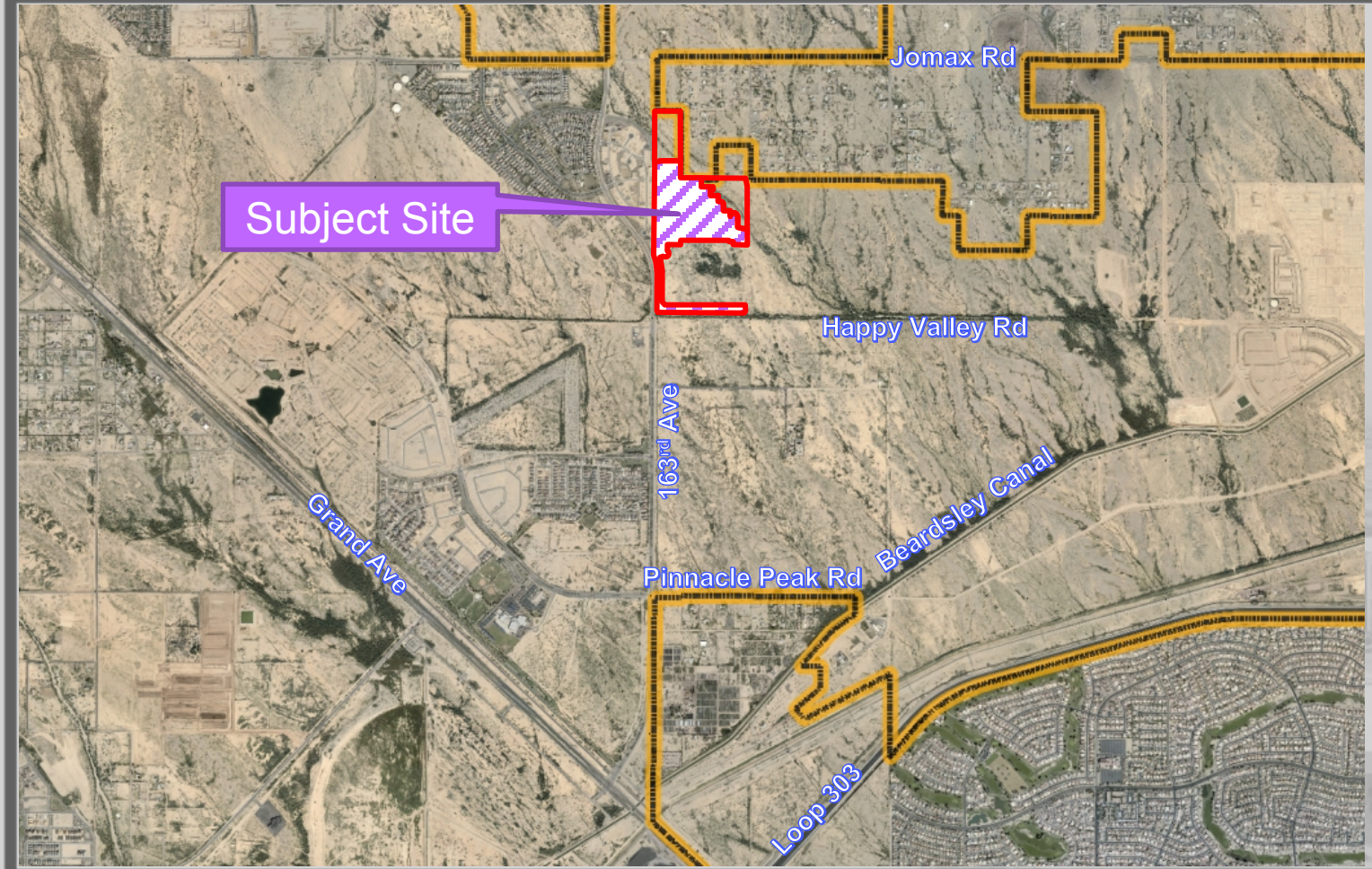
Mark

Mark James
Planning Manager, Community Initiatives Team
Luke AFB AZ 85309
Office: 623-856-9981
DSN: 896-9981

SURPRISE
ARIZONA

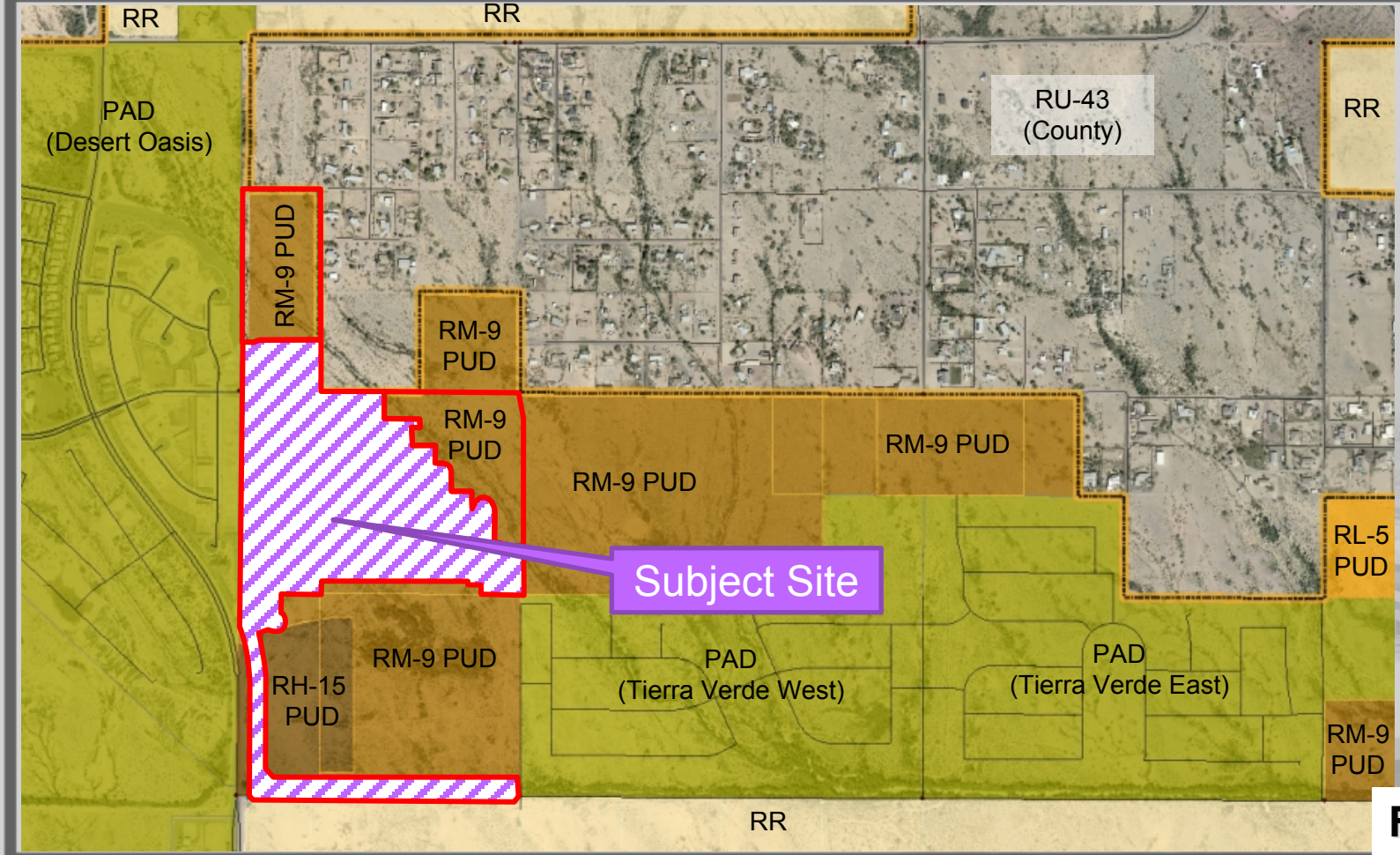
FS20-573
Paloma Creek Phase 1 Final Plat

City Council – October 19, 2021



VICINITY MAP

FS20-573

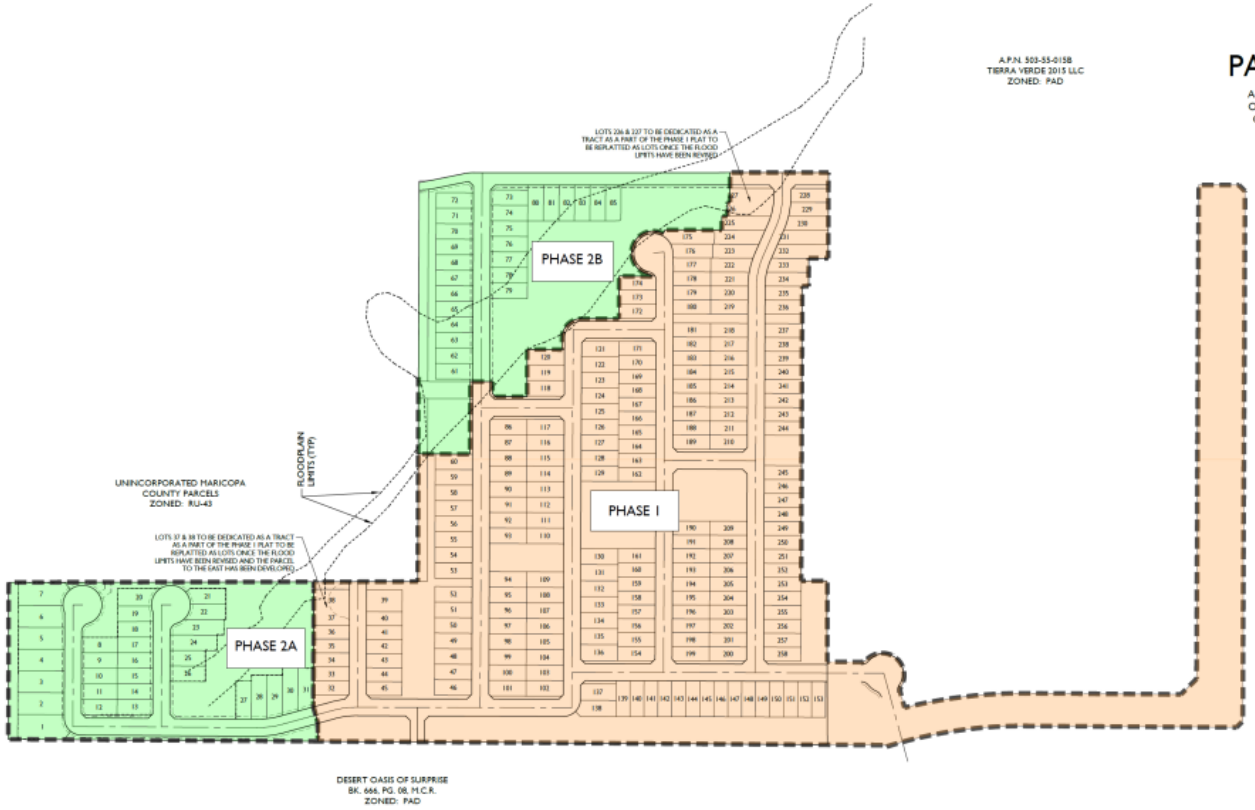


ZONING MAP

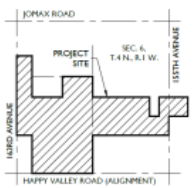
FS20-573

PHASING & SCOPE OF WORK EXHIBIT
FOR
PALOMA CREEK PHASE 1 & 2

A PORTION OF SECTION 6 AND THE NORTHWEST QUARTER OF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, T.4 N., R.1 W., GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP



PROJECT TEAM

DEVELOPER
MARBELLA CUSTOM HOMES
18835 N. THOMPSON PK PKWY., STE. 215
SCOTTSDALE, AZ 85255
TEL: (602) 469-8050
CONTACT: JOHN WITTROCK

DEVELOPER
K.A.V. GROUP, LLC
8530 E. VIA DEL SOL DRIVE
SCOTTSDALE, AZ 85255
TEL: (602) 499-9305
CONTACT: KENT XANDER

CONSULTANT:
EPS GROUP, INC.
1130 N. ALMA SCHOOL RD., STE. 300
MESA, AZ. 85240
TEL: (480) 503-2250
FAX: (480) 503-2258
CONTACT: DANIEL AUXIER, PE

FINAL PLAT

FS20-573

FINAL PLAT

Paloma Creek Phase I

A PORTION OF THE WEST HALF OF SECTION 6,
TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION, "OWNER" HAS SUBDIVIDED UNDER THE NAME "PALOMA CREEK PHASE I", A PORTION OF THE WEST HALF OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "PALOMA CREEK PHASE I" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING THE SAME, AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

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

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("DAF") AN AVIATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREON, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION, HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MAKES/ISSUES ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

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

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, A PUBLIC RECREATION/TRAIL EASEMENT FOR PEDESTRIAN ACCESS, EQUINE ACCESS, RECYCLING, AND OTHER NON-MOTORIZED FORMS OF ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN IN THIS PLAT

OWNER HEREBY GRANTS TO THE PUBLIC AN EASEMENT FOR RECREATION OVER, UPON, AND ACROSS THOSE AREAS AS DESIGNATED AS RECREATION TRAILS OR AREAS FOR THE PURPOSE OF ALLOWING THE PUBLIC ACCESS TO THE TRAIL SYSTEM.

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

MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 20____ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

COMMUNITY ASSOCIATION RATIFICATION

KNOW ALL MEN BY THESE PRESENTS: THAT PALOMA CREEK COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS PLAT FOR "PALOMA CREEK PHASE I" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS PLAT.

IN WITNESS WHEREOF, PALOMA CREEK COMMUNITY ASSOCIATION, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 20____.

PALOMA CREEK COMMUNITY ASSOCIATION, INC.,
AN ARIZONA NON-PROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 20____ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

GENERAL NOTES

1. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
2. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE AE AND ZONE X SHADED," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1010L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040040, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAME PROPERTY IS SITUATED.
3. IN ACCORDANCE WITH ARS § 9-463.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
4. PURSUANT TO A.R.S. § 42-11002, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS (§ 4703 AND 14702) WHEN APPLICABLE.
5. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
6. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
7. FINAL PLAT IS IN CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED UNDER FS19-150.
8. ZONING OF THE PROPERTY IS RM-4 PUD AS APPROVED UNDER CASE FS19-150, OR AS SUBSEQUENTLY AMENDED.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS MEASURED AND RECORDED IN BOOK 1037, PAGE 31 OF MARICOPA COUNTY RECORDS.

BEARING: NORTH 89 DEGREES 45 MINUTES 12 SECONDS WEST

PUBLIC NOTICE

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

RELEASE OF LIABILITY

MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION "OWNER" DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE, OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FAILING AIRCRAFT OR FAILING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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

OWNER DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS APPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS APPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

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

AVIGATION EASEMENT

MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION "GRANTOR" DOES HEREBY GRANT, BARGAIN SELL AND CONVEY UNTO GRANTEE, THEIR SUCCESSORS AND ASSIGNS A NON-EXCLUSIVE PERPETUAL AND PERMANENT AVIGATION EASEMENT, OVER AND ACROSS THE PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT WILL INCLUDE BUT NOT BE LIMITED TO THE RIGHT TO FLY AIRCRAFT OVER THE EASEMENT AREA TOGETHER WITH ITS ATTENDANT NOISE VIBRATIONS FUMES DUST FUEL AND LUBRICANT PARTICLES AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM OR OPERATING AT LUKE AIR FORCE BASE GRANTOR WILL NOT ALLOW ANYTHING TO IMPEDE OR OBSTRUCT USE OF THIS AVIGATION EASEMENT. MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION "GRANTOR"

BY: _____ DATE: _____

BY: _____ DATE: _____

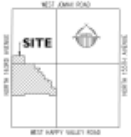
BY: _____ DATE: _____

ZONING

THE ZONING OF THE PROPERTY IS RM-4 PUD AS APPROVED UNDER CASE FS19-150, OR AS SUBSEQUENTLY AMENDED.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE DESERT CASS PUBLIC WATER SYSTEM 04-07-023 WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.



SECTION 6
T 4 N., R 1 W
VICINITY MAP
NOT TO SCALE

OWNERS

MERITAGE HOMES OF ARIZONA INC.
8800 EAST RAINTREE DRIVE, SUITE 300
SCOTTSDALE, AZ 85260
CONTACT: TROY HILL
Troy.Hill@meritagehomes.com

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
TEL: (480) 503-2250
FAX: (480) 503-2258
CONTACT: DANIEL ASHER, PE

SHEET INDEX

1	COVER SHEET
2	LOT AREA TABLE, TRACT AREA & USAGE TABLE, CURVE TABLE, LINE TABLE
3	FINAL PLAT PLAN SHEETS & LEGAL DESCRIPTION
4	FINAL PLAT PLAN SHEETS & DETAILS
5 - 7	FINAL PLAT PLAN SHEETS

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
LOTS: 33-36, 39-40, 86-225, 228-258 (188 LOTS)	1,122,539	25.7695
TRACTS A – M	505,874	11.6128
RIGHT OF WAY	460,582	10.5735
GROSS AREA	2,089,035	47.9558

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

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

_____ _____
MAYOR DATE

ATTEST: _____ _____
CITY CLERK DATE

CERTIFICATION

I, RAYMOND S. MUNOZ III, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JUNE, 2020; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

RAYMOND S. MUNOZ III, RLS 52900
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
FAX: (480) 503-2258

DATE OF PREPARATION: 7/29/2020
DATE REVISED: 7/27/2021

EPS GROUP
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201
T 480.503.2250 | F 480.503.2258
www.epsgroupinc.com

Paloma Creek Phase I
FINAL PLAT

Drawn by: AVG.
Reviewed by: R.M.

Job No.
16-400.1
FP01

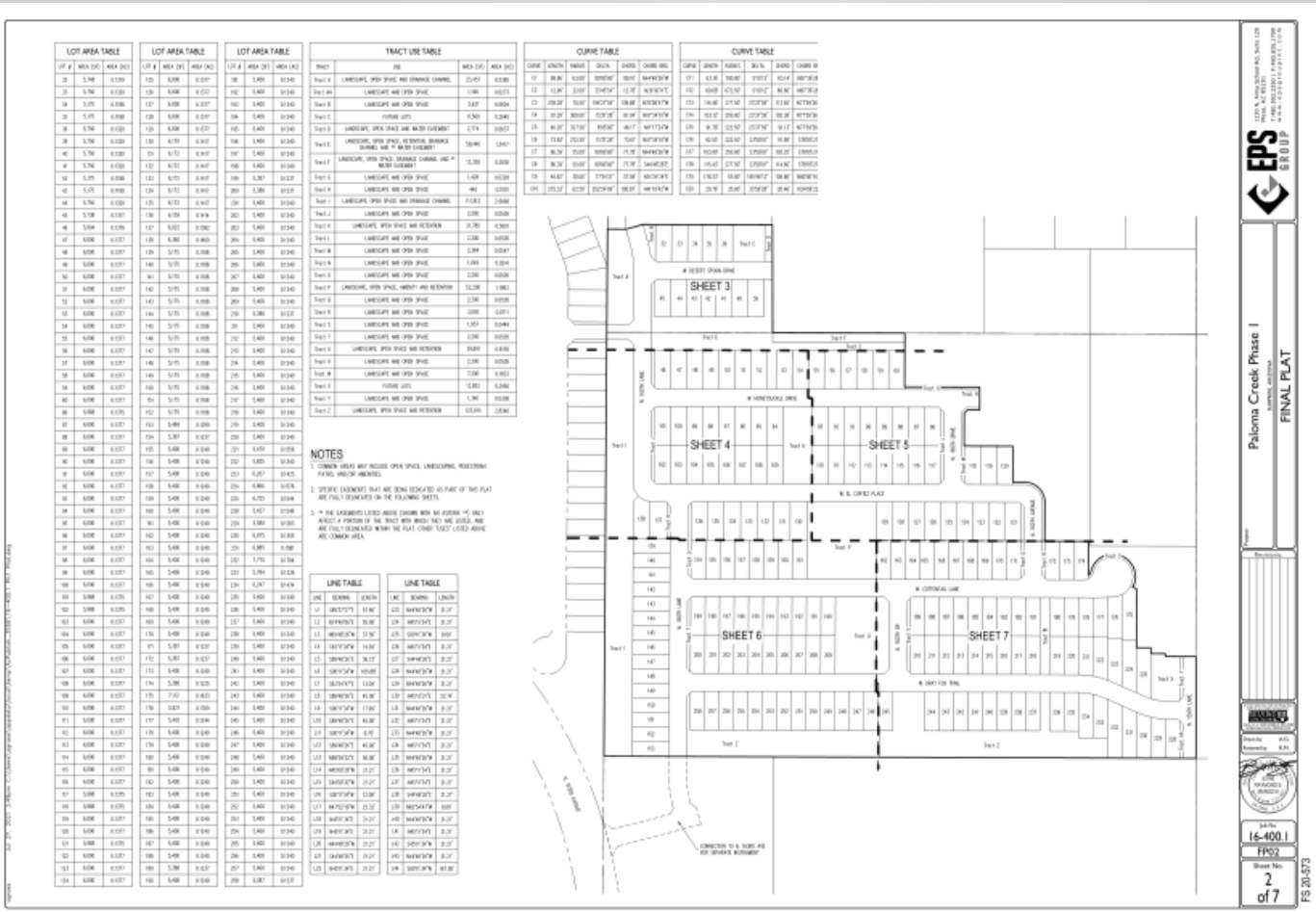
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1
of 7

FS 20-573

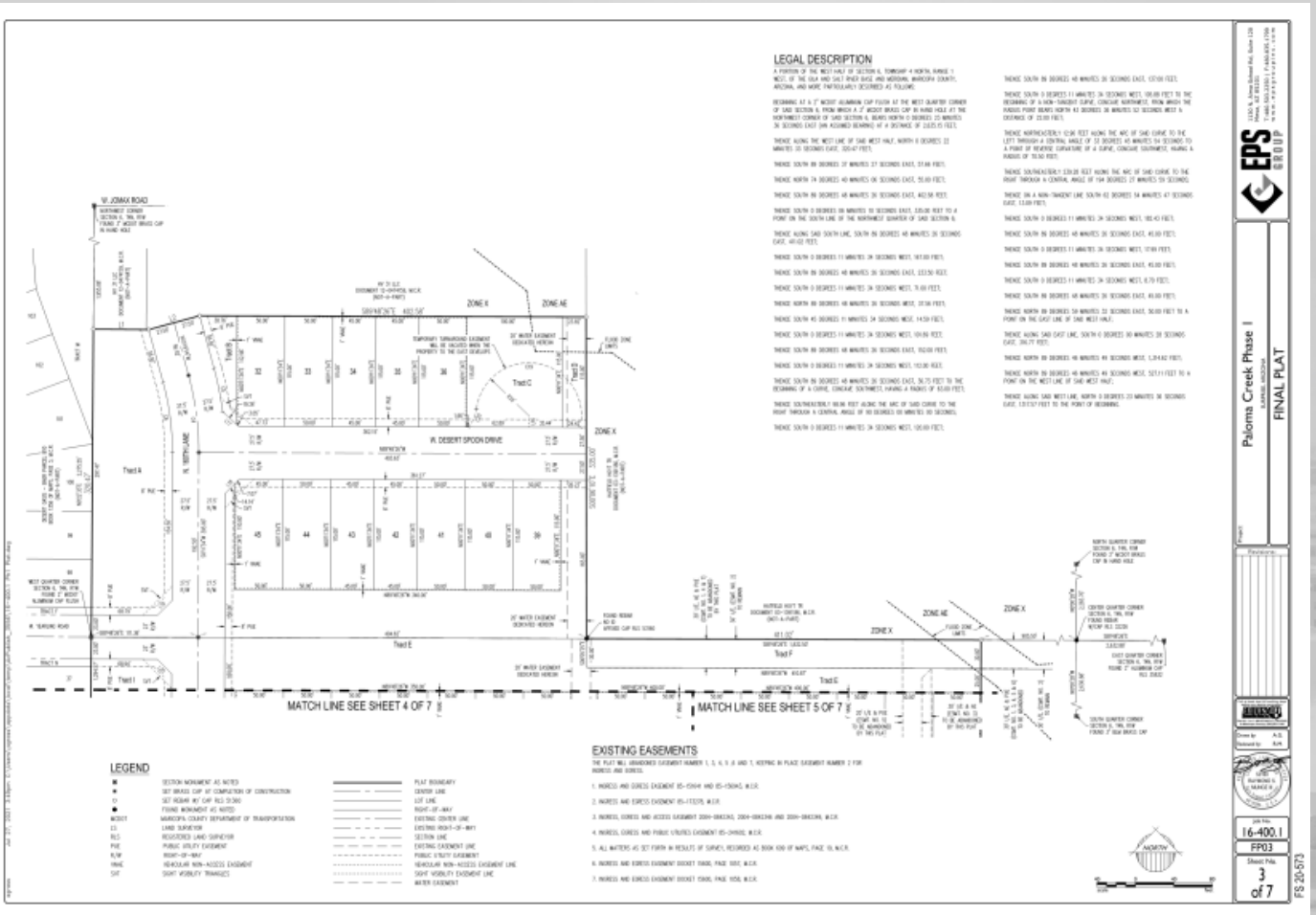
FINAL PLAT

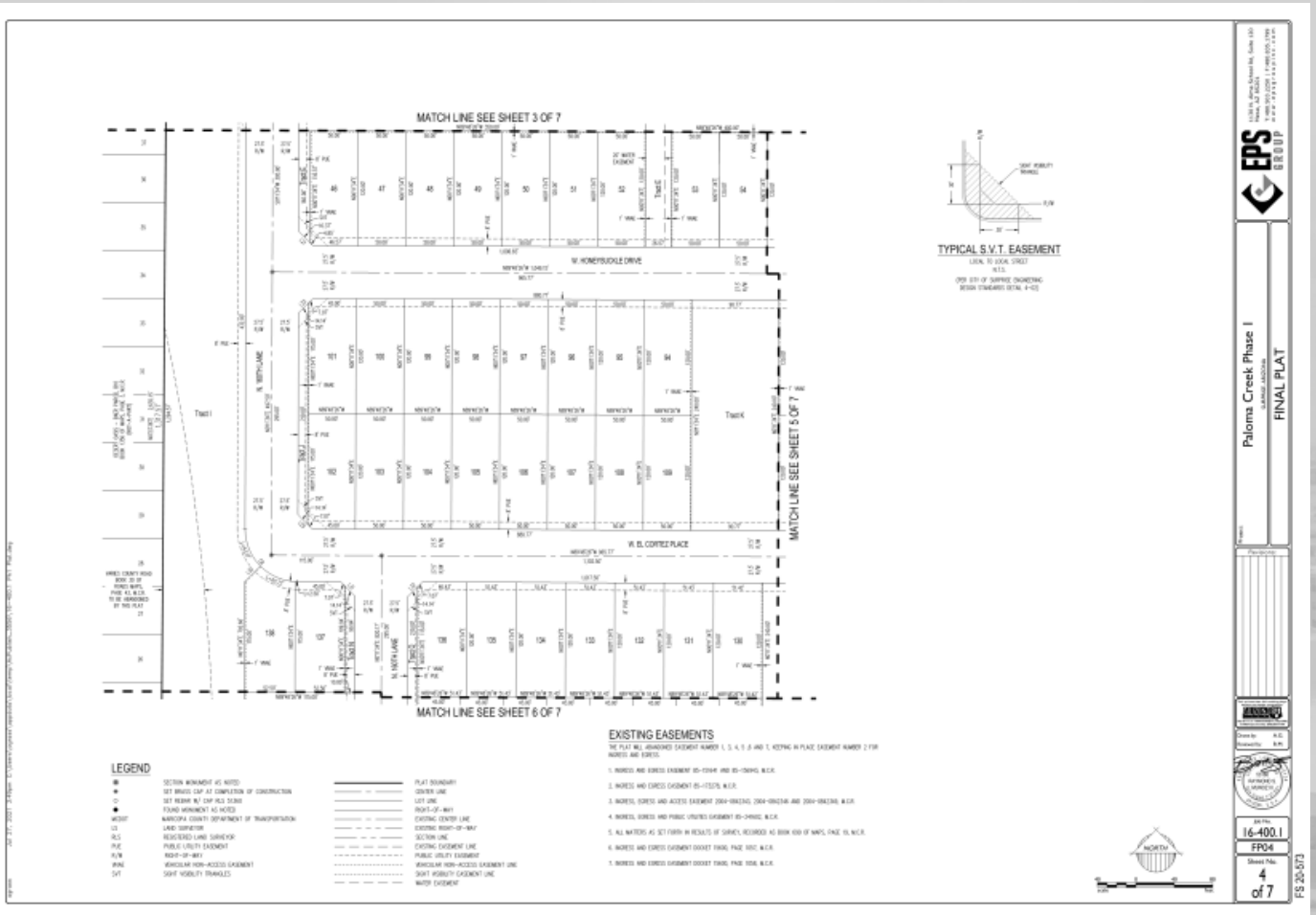
FS20-573

FINAL PLAT



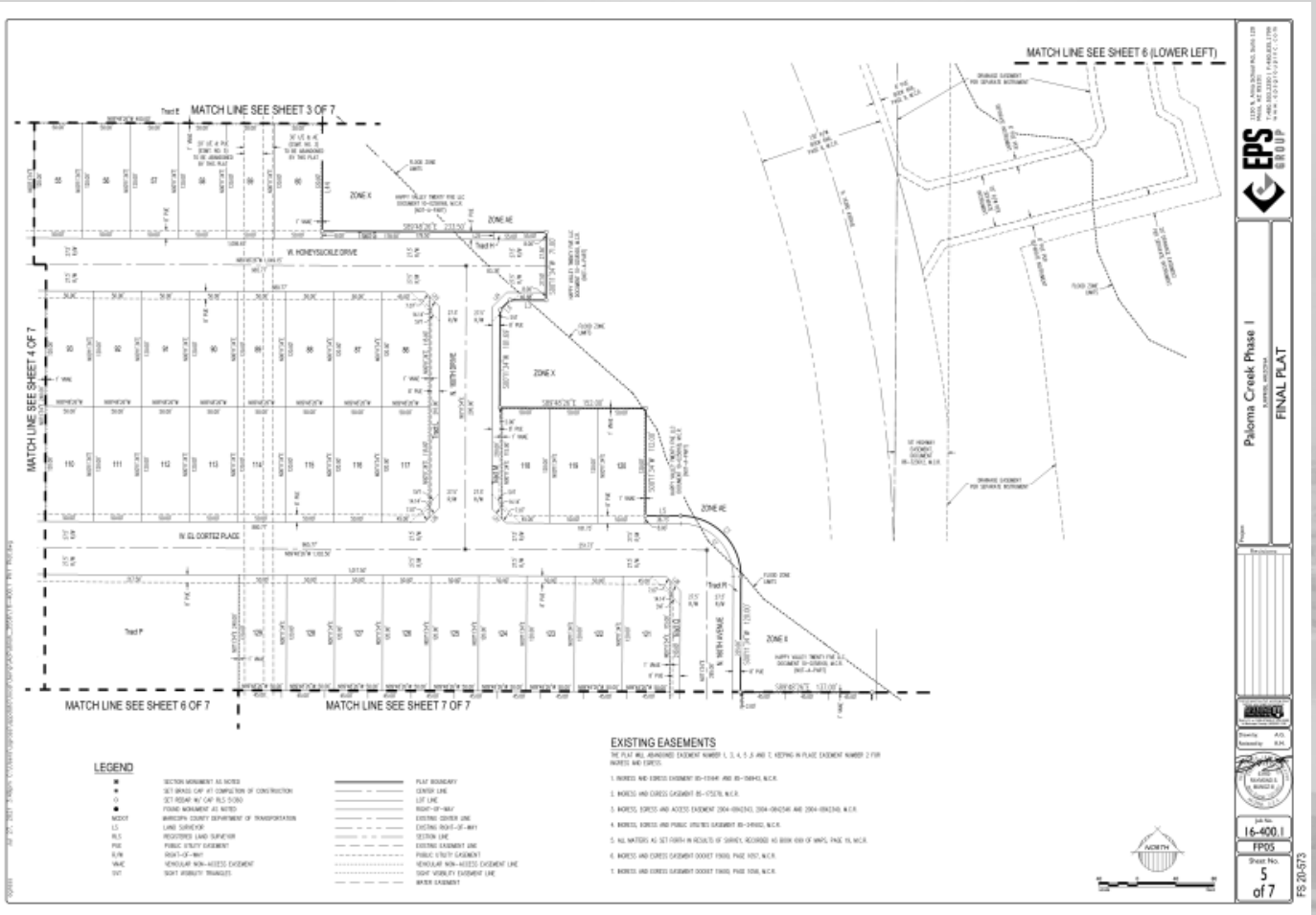
FS20-573


W. JOMAX ROAD
N. DESERT SPOON DRIVE
N. NORTH LANE
N. SURVING ROAD
ZONE X
ZONE AE
MATCH LINE SEE SHEET 4 OF 7
MATCH LINE SEE SHEET 5 OF 7
Tract A
Tract B
Tract C
Tract D
Tract E
Tract F
Tract G
Tract I
LEGAL DESCRIPTION
EXISTING EASEMENTS
LEGEND
Paloma Creek Phase I
FINAL PLAT
FINAL PLAT
FS20-573
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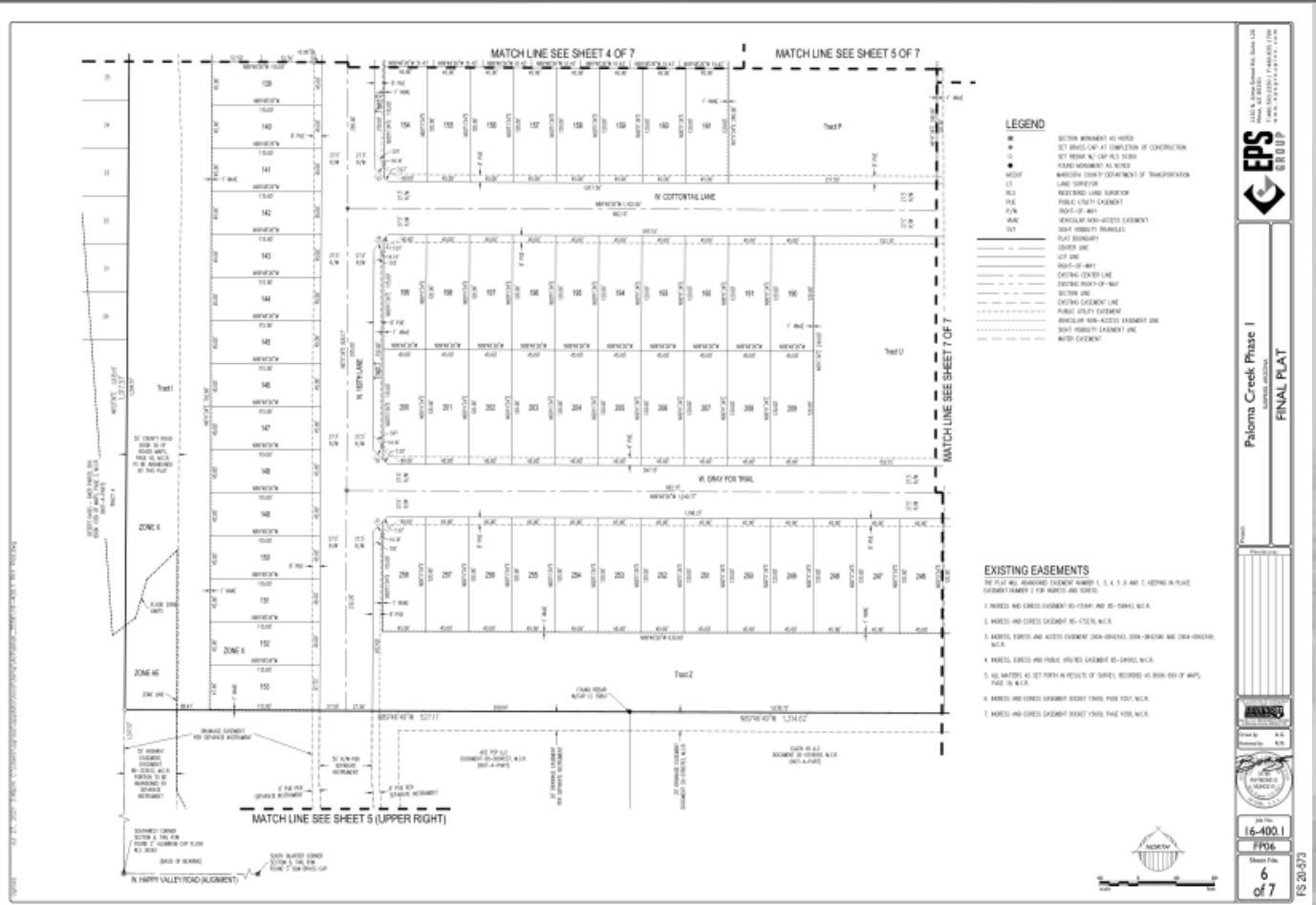
FINAL PLAT

FS20-573



FINAL PLAT

FS20-573



Paloma Creek Phase I

FINAL PLAT

EPS GROUP

16-400.1

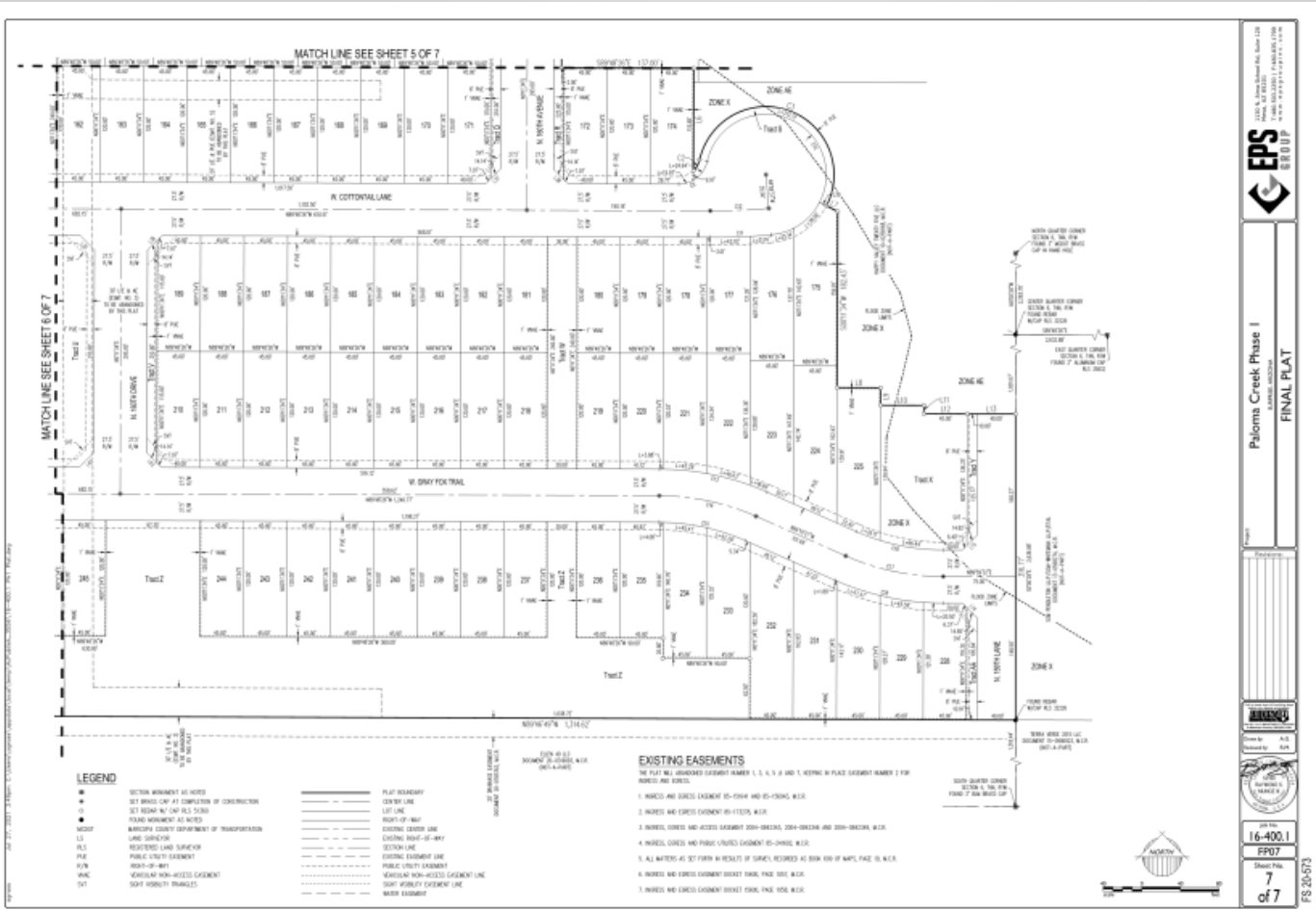
FP06

Sheet No. 6 of 7

FS20-573

FINAL PLAT

FS20-573



FINAL PLAT

FS20-573

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 2021 Contact Person: Trever Fleetham
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "A Replat of Lot 3 of the 'Replat of Lot 3 of the 'Prasada-Phase 1B North' " and dated April 8, 2021, an approximately 5.131 acre property generally located at the Southwest corner of Waddell Road and Sarival Road; Case FS20-817.

Motion:
I move to approve the Final Plat entitled, "A Replat of Lot 3 of the 'Replat of Lot 3 of the 'Prasada-Phase 1B North' "

Background:
The subject request involves a Final Plat to replat Lot 3 of the "Replat of Lot 3 of the 'Prasada – Phase 1B North'" for multi-tenant commercial buildings.

Objective Analysis:
The subject Final Plat meets the requirements of the Prasada PAD, in addition to other requirements as set forth in the Surprise Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:
The requested Final Plat is consistent with the Prasada PAD and advances the goals and policies of the General Plan.

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

Budget Impact:
There is no anticipated budget impact related to this item.

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

ATTACHMENTS:

1. 00 - FS20-817 Prasada Lot 3 Multi-Tenant Commercial Final Plat - Staff Report 101921 CC
2. 01 - FS20-817 Prasada Lot 3 Multi-Tenant Commercial - Vicinity Map
3. 02 - FS20-817 Prasada Lot 3 Multi-Tenant Commercial - Zoning Map
4. 03 - FS20-817 Prasada Lot 3 Multi-Tenant Commercial - Final Plat
5. FS20-817 Prasada Lot 3 Multi-Tenant Commercial Final Plat 101921 CC

SURPRISE
ARIZONA

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS20-817**
Project Name:	Prasada Lot 3 Multi-Tenant Commercial Development
Council District:	3 - Mesquite
Meeting Date:	**October 19, 2021**
Planner:	Trever Fleetham, AICP

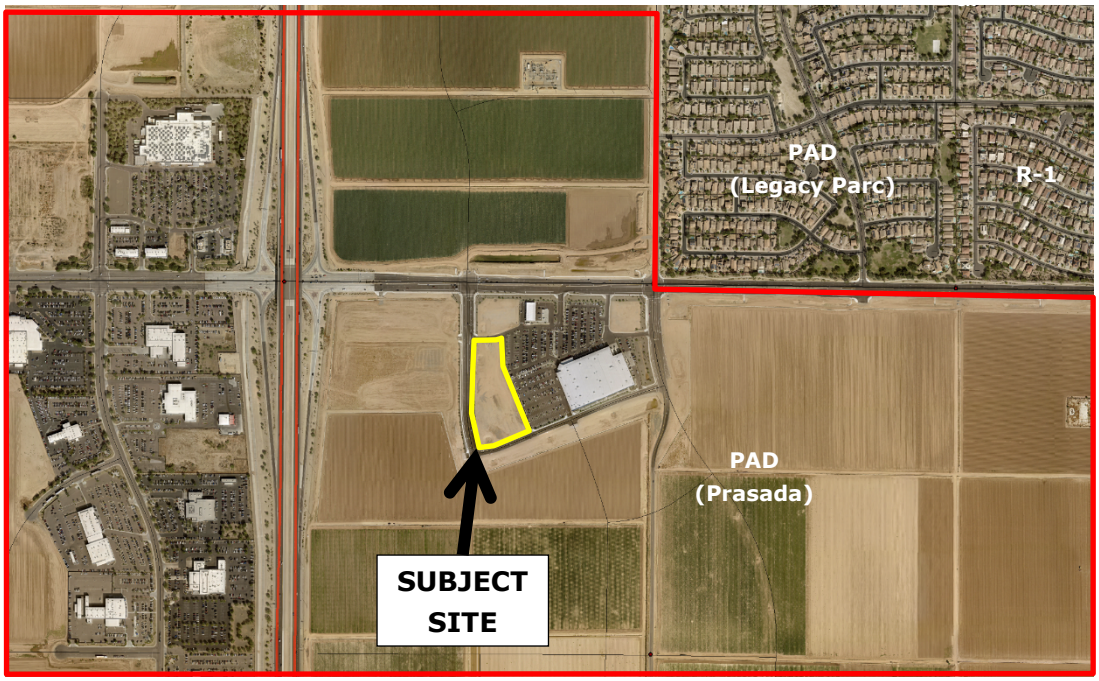
Owner:	SimonCRE UTE II, LLC
Applicant:	Danielle Torres of Vertical Design Studios, LLC
Request:	Final Plat for Prasada Lot 3 Multi-Tenant Commercial Development in the Prasada PAD
Site Location:	Generally located at the southwest corner of Waddell Road and Sarival Road in a portion of the northeast quarter of section 13, township 3 north, range 2 west of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
Area:	5.131 acres (approx.)
Density:	N/A
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known

PROJECT DESCRIPTION:

The subject request involves a replat of Lot 3 of the "Replat of Lot 3 of the 'Prasada – Phase 1B North'" for multi-tenant commercial buildings. The proposed Final Plat will divide one lot into three (3) new lots to accommodate future commercial development.

EXISTING ZONING:

The following map depicts the existing zoning of the subject site and its surroundings.



ANALYSIS AND DISCUSSION:

The subject request divides a 5.2 acre (approx.) parcel within the Prasada Gateway Village into three (3) lots to accommodate a multi-tenant commercial development. A site plan was submitted in conjunction with this final plat under the same case FS20-817. That site plan, for two (2) multi-tenant commercial buildings, was reviewed and approved by both the Prasada DRC and City of Surprise. The proposed final plat is consistent with the Prasada PAD, Surprise General Plan, and applicable city codes.

CONFORMANCE WITH ADOPTED PLANS:

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

REVIEWING AGENCIES:

The subject request was routed to the standard reviewing agencies, who offered minor comments but indicated no objection to the request.

Summary:

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

Findings:

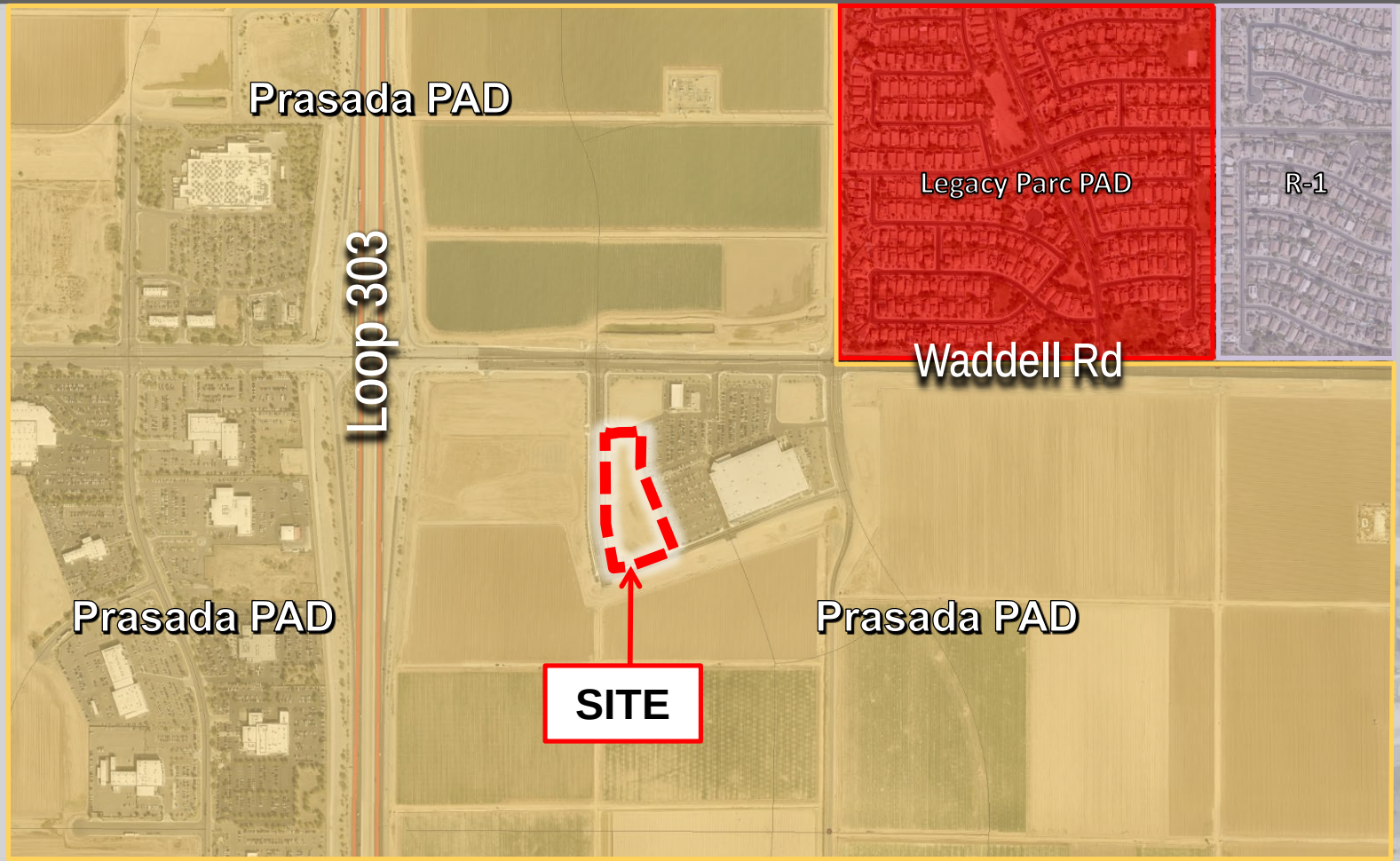
- The proposed Final Plat is consistent with the Surprise General Plan.
- The proposed Final Plat is consistent with the Prasada PAD.
- The reviewing agencies have indicated no objections.

Attachments:

01 Vicinity Map
02 Zoning Map
03 Final Plat



FS20-817 VICINITY MAP


Prasada PAD
Loop 303
Legacy Parc PAD
R-1
Waddell Rd
Prasada PAD
Prasada PAD
SITE
FS20-817 ZONING

A REPLAT OF LOT 3 OF THE "REPLAT OF LOT 3 OF THE "PRASADA - PHASE 1B NORTH" AS RECORDED IN BOOK 1477 PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT SIMON CRE UTE II, LLC HAS SUBDIVIDED UNDER THE NAME "A REPLAT OF LOT 3" OF THE REPLAT OF LOT 3 "PRASADA – PHASE 1B NORTH" AS RECORDED IN BOOK 1477, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA" AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR "A REPLAT OF LOT 3 "PRASADA – PHASE 1B NORTH" AS RECORDED IN BOOK 1477 PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

OWNERS HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

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

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

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

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

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

GRANTOR SHALL NOT ERECT OR CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING, STRUCTURE OR SIMILAR IMPROVEMENT WITHIN THE LIMITS OF THE EASEMENT GRANTED HEREIN. GRANTOR SHALL NOT, NOR PERMIT, THE GRADE OVER GRANTEE'S FACILITIES TO BE SUBSTANTIALLY ALTERED WITHOUT, IN EACH INSTANCE, THE PRIOR WRITTEN CONSENT OF GRANTEE, AND GRANTOR AGREES THAT NO OTHER PIPES OR CONDUITS SHALL BE PLACED WITHIN THE PREMISES SUBJECT TO THE EASEMENT GRANTED HEREIN, EXCEPT PIPES CROSSING GRANTEE'S FACILITIES AT RIGHT ANGLES. IN ANY SUCH CASE, A MINIMUM VERTICAL DISTANCE OF TWO (2) FEET (AS MEASURED FROM THE CLOSEST POINTS ON THE OUTSIDE EDGES) SHALL BE MAINTAINED BETWEEN GRANTEE'S FACILITIES AND SUCH OTHER PIPES OR CONDUITS.

UNLESS GRANTEE EXPRESSLY CONSENTS IN WRITING OTHERWISE, ANY AND ALL SEWER PIPES CROSSING THE EASEMENT GRANTED HEREIN SHALL BE LAID BELOW GRANTEE'S FACILITIES; HOWEVER, GRANTOR SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS, AND TO ESTABLISH OTHER USES WHICH ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID EASEMENT IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH GRANTEE'S ACCESS TO THE FACILITIES.

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

SIMON CRE UTE II, LLC

BY: _____
BEN MILLICK

ITS: MANAGER

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF ARIZONA
COUNTY OF MARICOPA

ON _____ BEFORE ME, _____
PERSONALLY APPEARED BEN MILLICK, WHO PROVED TO ME ON THE _____ BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

RELEASE OF LIABILITY

SIMON CRE UTE II, LLC, ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

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

SIMON CRE UTE II, LLC, ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

AVIGATION EASEMENT

SIMON CRE UTE II, LLC ("OWNER") DOES HEREBY GRANT BARGAIN SELL AND CONVEY UNTO GRANTEE ITS SUCCESSORS AND ASSIGNS A NON-EXCLUSIVE PERPETUAL AND PERMANENT AVIGATION EASEMENT, OVER AND ACROSS THE PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT WILL INCLUDE BUT NOT BE LIMITED TO THE RIGHT TO FLY AIRCRAFT OVER THE EASEMENT AREA TOGETHER WITH ITS ATTENDANT NOISE VIBRATIONS FUMES DUST FUEL AND LUBRICANT PARTICLES AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM OR OPERATING AT LUKE AIR FORCE BASE GRANTOR WILL NOT ALLOW ANYTHING TO IMPEDE GRANTEES USE OF THIS AVIGATION EASEMENT.

SIMON CRE UTE II, LLC ("OWNER")

BY: _____
BEN MILLICK, MANAGER

DATE: _____

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

ON THIS_____DAY OF _____, 20____ BEFORE ME PERSONALLY APPEARED BEN MILLICK, THE MANAGER OF SIMON CRE UTE II, LLC FOR AND ON BEHALF THEREOF, WHOSE IDENTITY WAS PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIM TO BE, AND ACKNOWLEDGED THAT HE OR SHE SIGNED THE ABOVE DOCUMENT

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NOTICE OF PRASADA 1B DEVELOPMENT AGREEMENT

LANDOWNER, ENTERED INTO A PRASADA 1B DEVELOPMENT AGREEMENT DATED OCTOBER 8, 2007 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON OCTOBER 9, 2007, AT THE MARICOPA COUNTY RECORDERS' OFFICE AT DOCUMENT NO. 2007-1103870. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DECLARATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF LANDOWNER AT SIMON CRE UTE II, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, C/O BEN MILLICK 6900 E. 2ND STREET SCOTTSDALE, AZ 85251, AND MAY BE REVIEWED AS TO ALL DETAILS WITH PARTICULAR REFERENCE TO SECTION 9, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 2021.

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

BY: _____
CHRISTINE CAIN

ITS: PROPERTY & CONTRACTS MANAGER

ATTEST:

BY: _____
GLEN VORTHERMS

ITS: ASSISTANT SECRETARY

SIMON CRE UTE II, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

NOTICE OF INTER-GOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1997, UNDER DOCKET NO. 97-0231769 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURF LANDS OR DECLARATIONS OF URBANIZED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHTS-OF-WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA.

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

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

PLAT NOTES

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.

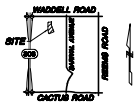
THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

LANDSCAPING MAINTENANCE WITHIN THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

N ACCORDANCE WITH ARS 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.

NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE X DESIGNATION BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.



ZONING

PLANNED AREA AREA DEVELOPMENT (PAD)

VICINITY MAP

NOT TO SCALE

DESCRIPTION

LOT 3, REPLAT OF LOT 3 OF "PRASADA – PHASE 1B NORTH", ACCORDING TO THE PLAT RECORDED IN BOOK 1477 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS, COAL, CARBONS, HYDROCARBONS, OIL, GAS, CHEMICAL ELEMENTS AND COMPOUNDS WHETHER IN SOLID, LIQUID OR GASEOUS FORM, AND ALL STEAM AND OTHER FORMS OF THERMAL ENERGY ON, IN OR UNDER THE ABOVE-DESCRIBED LAND, WITHOUT RESERVING THE RIGHT TO ENTER UPON OR USE THE SURFACE OR ANY PART OF THE SUBJECT LAND ABOVE A DEPTH OF 500.00 FEET BELOW THE SURFACE, AS RESERVED BY PROPERTY RESERVE ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY IN SPECIAL WARRANTY DEED IN RECORDING NO. 20070574109, RE-RECORDED IN RECORDING NO. 20070694160, AND RE-RECORDED IN RECORDING NO. 20071019343, AND RESERVED IN SPECIAL WARRANTY DEED IN RECORDING NO. 2007-1350427, RECORDS OF MARICOPA COUNTY, ARIZONA.

AREA

LOT NO.	AREA
LOT 3	110,177 SQ. FT. 2.529 ACRES
LOT 2	40,235 SQ. FT. 0.924 ACRES
LOT 1	73,096 SQ. FT. 1.678 ACRES
TOTAL	223,509 SQ. FT. 5.131 ACRES

SURVEYOR

SUPERIOR SURVEYING SERVICES INC.
2122 W. LONE CACTUS DRIVE, SUITE 11
PHOENIX, AZ 85027
PHONE: (623)869-0223
FAX: (623)869-0726
CONTACT: DAVID S. KLEIN

OWNER

SIMON CRE UTE II, LLC
C/O BEN MILLICK
6900 E. 2ND STREET
SCOTTSDALE, AZ 85251

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.

THIS _____ DAY OF _____, 2021.

_____
MAYOR DATE

ATTEST:

_____
CITY CLERK DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

APRIL 8, 2021
DAVID S. KLEIN
R.L.S. 42137
2122 W. LONE CACTUS DRIVE, SUITE 11
PHOENIX, AZ 85027



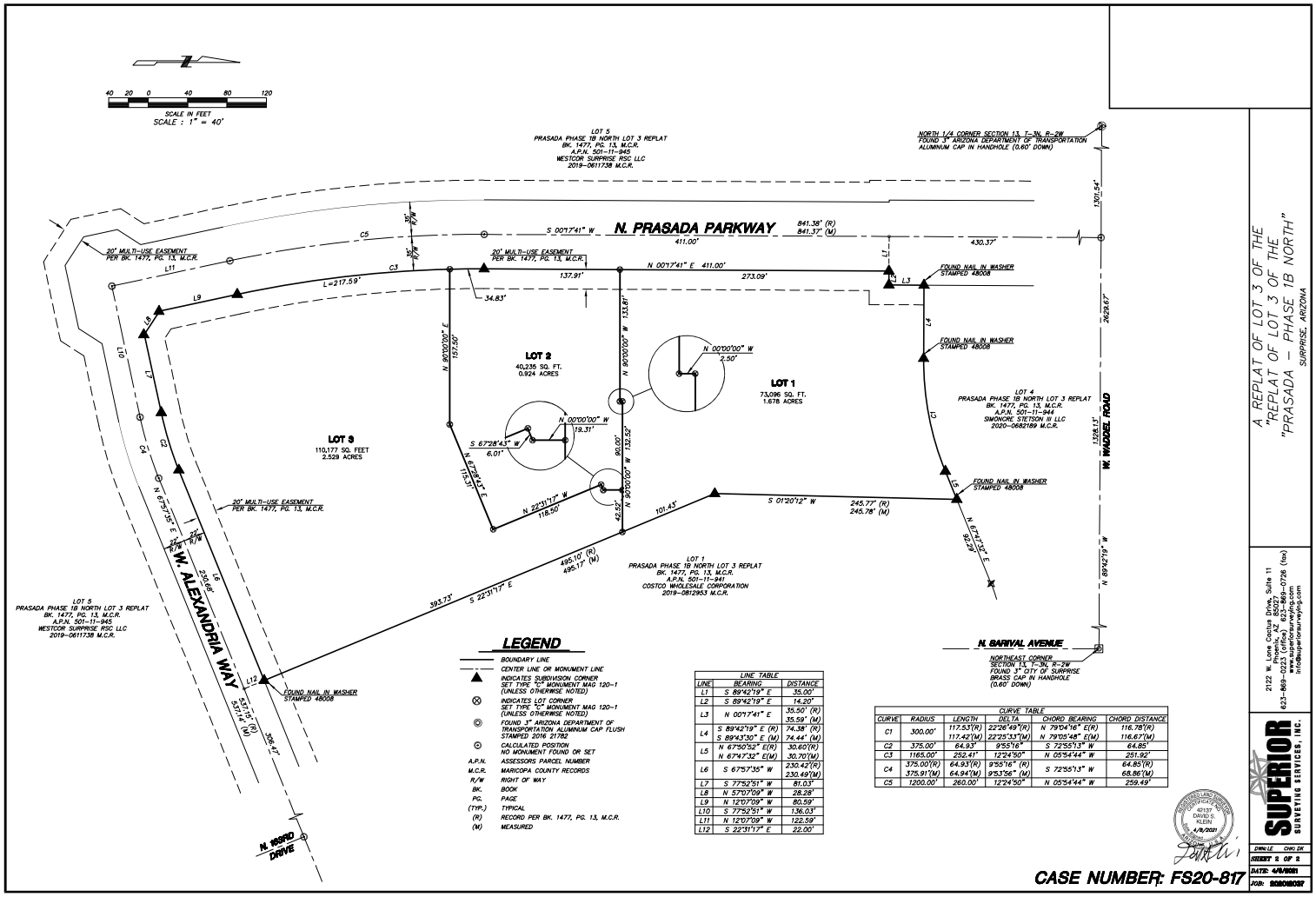
CASE NUMBER: FS20-817

A REPLAT OF LOT 3 OF THE "REPLAT OF LOT 3 OF THE "PRASADA – PHASE 1B NORTH"
SURPRISE, ARIZONA

2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623-869-0223 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

SUPERIOR SURVEYING SERVICES, INC.

DRWN BY: LC CHKD BY:
SHEET 1 OF 2
DATE: 4/8/2021
JOB: S20080027


SCALE IN FEET
SCALE : 1" = 40'
LOT 5
PRASADA PHASE 1B NORTH LOT 3 REPLAT
BK. 1477, PG. 13, M.C.R.
A.P.N. 501-11-945
WESTCOR SURPRISE RSC LLC
2019-0611738 M.C.R.
NORTH 1/4 CORNER SECTION 13, T-3N, R-2W
FOUND 3" ARIZONA DEPARTMENT OF TRANSPORTATION
ALUMINUM CAP IN HANDHOLE (0.60' DOWN)
N. PRASADA PARKWAY
S 00°17'41" W 841.38' (R) 841.37' (M)
411.00'
430.37'
1301.54'
20' MULTI-USE EASEMENT PER BK. 1477, PG. 13, M.C.R.
N 00°17'41" E 411.00'
137.91'
273.09'
FOUND NAIL IN WASHER STAMPED 48008
L=217.59'
34.83'
2629.67'
LOT 2
40,235 SQ. FT.
0.924 ACRES
LOT 1
73,096 SQ. FT.
1.678 ACRES
LOT 3
110,177 SQ. FEET
2.529 ACRES
LOT 4
PRASADA PHASE 1B NORTH LOT 3 REPLAT
BK. 1477, PG. 13, M.C.R.
A.P.N. 501-11-944
SIMONOE SIETSON III LLC
2020-0682189 M.C.R.
1328.13'
W. WADDELL ROAD
N 89°42'19" W
20' MULTI-USE EASEMENT PER BK. 1477, PG. 13, M.C.R.
N 67°25'15" E
230.68'
W. ALEXANDRIA WAY
S 22°31'17" E
393.73'
495.10' (R)
495.17' (M)
S 01°20'12" W
245.73' (R)
245.78' (M)
101.43'
N 67°47'32" E
98.28'
LOT 5
PRASADA PHASE 1B NORTH LOT 3 REPLAT
BK. 1477, PG. 13, M.C.R.
A.P.N. 501-11-945
WESTCOR SURPRISE RSC LLC
2019-0611738 M.C.R.
LOT 1
PRASADA PHASE 1B NORTH LOT 3 REPLAT
BK. 1477, PG. 13, M.C.R.
A.P.N. 501-11-941
COSTCO WHOLESALE CORPORATION
2019-0812953 M.C.R.
N. SARIVAL AVENUE
NORTHEAST CORNER
SECTION 13, T-3N, R-2W
FOUND 3" CITY OF SURPRISE
BRASS CAP IN HANDHOLE
(0.60' DOWN)
N. 163RD DRIVE
FOUND NAIL IN WASHER STAMPED 48008
LEGEND
BOUNDARY LINE
CENTER LINE OR MONUMENT LINE
INDICATES SUBDIVISION CORNER SET TYPE "C" MONUMENT MAG 120-1 (UNLESS OTHERWISE NOTED)
INDICATES LOT CORNER SET TYPE "C" MONUMENT MAG 120-1 (UNLESS OTHERWISE NOTED)
FOUND 3" ARIZONA DEPARTMENT OF TRANSPORTATION ALUMINUM CAP FLUSH STAMPED 2016 21782
CALCULATED POSITION NO MONUMENT FOUND OR SET
A.P.N. ASSESSORS PARCEL NUMBER
M.C.R. MARICOPA COUNTY RECORDS
R/W RIGHT OF WAY
BK. BOOK
PG. PAGE
(TYP.) TYPICAL
(R) RECORD PER BK. 1477, PG. 13, M.C.R.
(M) MEASURED
LINE TABLE
LINE | BEARING | DISTANCE
L1 | S 89°42'19" E | 35.00'
L2 | S 89°42'19" E | 14.20'
L3 | N 00°17'41" E | 35.50' (R) 35.59' (M)
L4 | S 89°42'19" E (R) S 89°43'30" E (M) | 74.38' (R) 74.44' (M)
L5 | N 67°50'52" E(R) N 67°47'32" E(M) | 30.60'(R) 30.70'(M)
L6 | S 67°57'35" W | 230.42'(R) 230.49'(M)
L7 | S 77°52'51" W | 81.03'
L8 | N 57°07'09" W | 28.28'
L9 | N 12°07'09" W | 80.59'
L10 | S 77°52'51" W | 136.03'
L11 | N 12°07'09" W | 122.59'
L12 | S 22°31'17" E | 22.00'
CURVE TABLE
CURVE | RADIUS | LENGTH | DELTA | CHORD BEARING | CHORD DISTANCE
C1 | 300.00' | 117.53'(R) 117.42'(M) | 22°26'49"(R) 22°25'33"(M) | N 79°04'16" E(R) N 79°05'48" E(M) | 116.78'(R) 116.67'(M)
C2 | 375.00' | 64.93' | 9°55'16" | S 72°55'13" W | 64.85'
C3 | 1165.00' | 252.41' | 12°24'50" | N 05°54'44" W | 251.92'
C4 | 375.00'(R) 375.91'(M) | 64.93'(R) 64.94'(M) | 9°55'16" (R) 9°53'56" (M) | S 72°55'13" W | 64.85'(R) 68.86'(M)
C5 | 1200.00' | 260.00' | 12°24'50" | N 05°54'44" W | 259.49'
A REPLAT OF LOT 3 OF THE "REPLAT OF LOT 3 OF THE "PRASADA – PHASE 1B NORTH"
SURPRISE, ARIZONA
2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623-869-0223 (fax) 623-869-0726
www.superiorsurveying.com
info@superiorsurveying.com
SUPERIOR
SURVEYING SERVICES, INC.
DWN: LE CHK: DK
SHEET: 2 OF 2
DATE: 4/6/2021
JOB: S20081037
CASE NUMBER: FS20-817

SURPRISE
ARIZONA

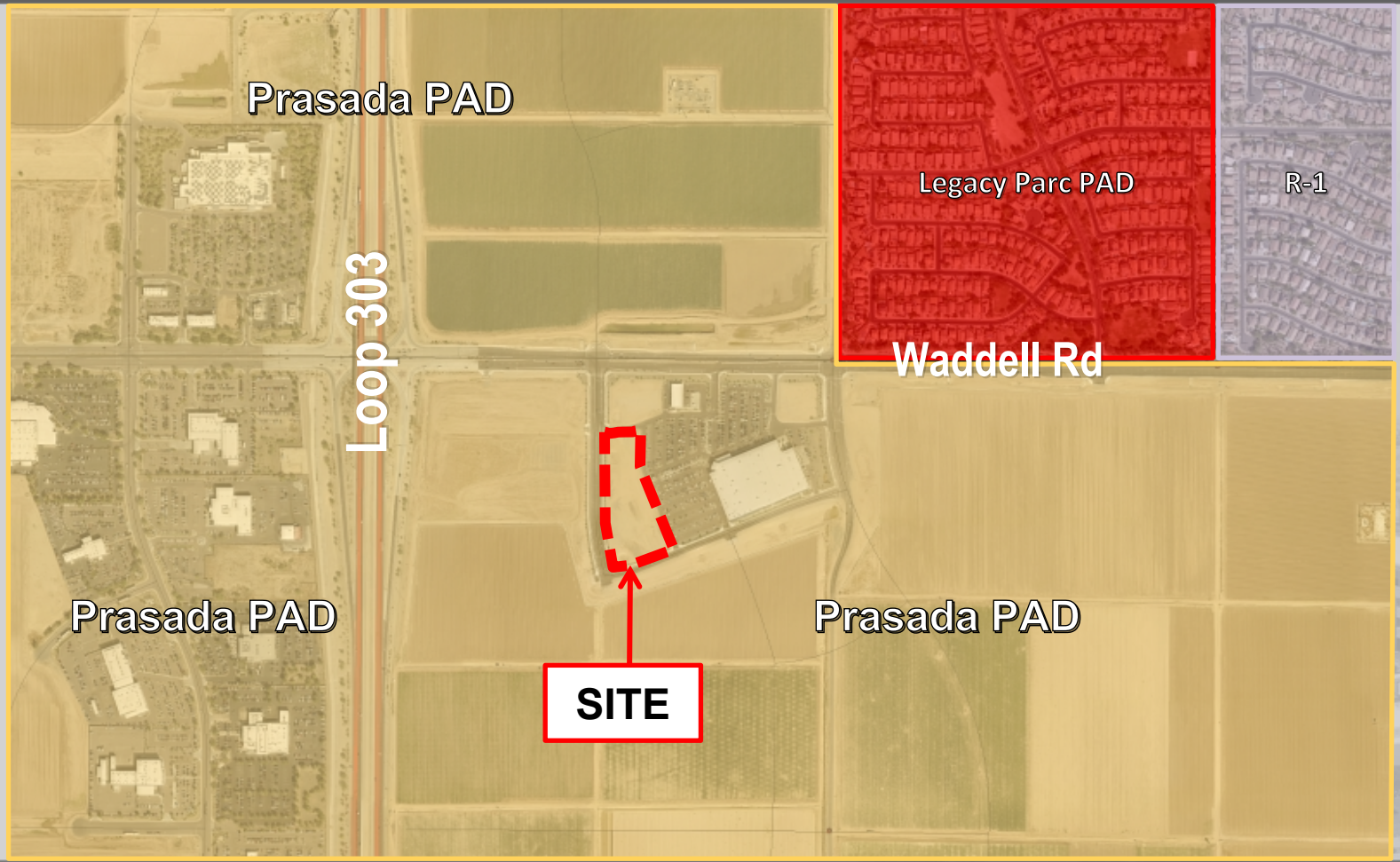
FS20-817
Prasada Lot 3 Multi-Tenant Commercial Final Plat

City Council

October 19, 2021

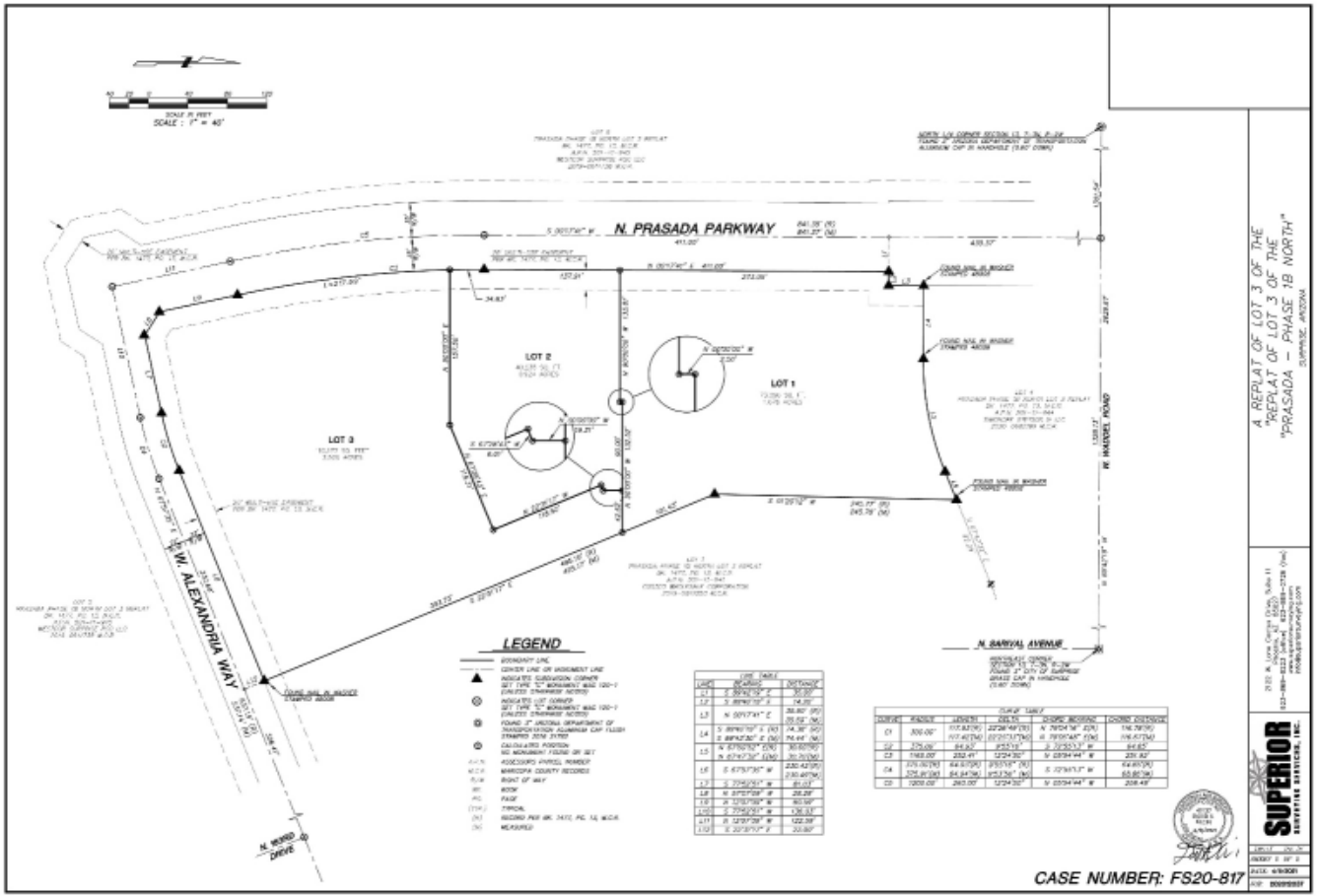


FS20-817 VICINITY MAP



FS20-817 ZONING

FS20-817 FINAL PLAT



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 2021 Contact Person: Trever Fleetham
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Toll at Prasada -Cotton Lane" and dated September 13, 2021, an approximately 4.0283 acre property generally located at the west half of Cotton Lane between Cactus Road and Peoria Avenue; Case FS21-081.

Motion:
I move to approve the Final Plat entitled, "Toll at Prasada Cotton Lane"

Background:
The subject request involves a Final Plat for Cotton Lane of the Toll at Prasada project. The proposed final plat will dedicate approximately 1.5 acres of new right-of-way to the City of Surprise as part of the development's half-street improvements of Cotton Lane. The improvements will include paving, landscaping, and utilities on the western half of Cotton Lane from the intersection of Cotton Lane and Cactus Road, south to the southern border of Toll at Prasada.

Objective Analysis:
The primary purpose of the subject Final Plat is to facilitate the required half-street improvements of Cotton Lane from Cactus Road to the southern boundary of Toll at Prasada.

Policy Compliant:
The requested Final Plat is consistent with the Prasada PAD and advances the goals and policies of the Surprise General Plan 2035.

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

Budget Impact:
There is no anticipated budget impact related to this item.

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

ATTACHMENTS:

1. 00 - FS21-081 Toll at Prasada Cotton Ln Final Plat - Staff Report - 101921 CC
2. 01 - FS21-081 Toll at Prasada Cotton Ln - Vicinity Map
3. 02 - FS21-081 Toll at Prasada Cotton Ln - Final Plat
4. FS21-081 Toll at Prasada Cotton Ln Final Plat Presenation 101921 CC

SURPRISE
ARIZONA

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS21-081**
Project Name:	Toll at Prasada Cotton Lane
Council District:	3 - Mesquite
Meeting Date:	**October 19, 2021**
Planner:	Trever Fleetham, AICP

Owner:	Toll Prasada, LLC
Applicant:	Aaron Insco of Toll Bros, Inc.
Request:	Final Plat for Toll at Prasada Cotton Lane in the Prasada PAD
Site Location:	Generally located at the west half of Cotton Lane, between Cactus Road and Peoria Avenue
Area:	4.0283 acres
Density:	N/A
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known

Findings:

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

Alternative Actions:

Approval of the requested Final Plat will allow the developer to obtain civil permits and commence construction of half-street improvements of Cotton Lane.

Denial of the requested Final Plat will deny the applicant the opportunity to develop the property as depicted on the proposed Final Plat.

PROJECT DESCRIPTION:

The subject request involves a Final Plat for Cotton Lane of the Toll at Prasada project. The proposed final plat will dedicate approximately 1.5 acres of new right-of-way to the City of Surprise as part of the development's half-street improvements of Cotton Lane. The improvements will include paving, landscaping, and utilities on the western half of Cotton Lane from the intersection of Cotton Lane and Cactus Road, south to the southern border of Toll at Prasada.

BACKGROUND:

June 22, 2006: The City Council approved the original Prasada PAD under case PAD05-465.

December 21, 2016: Staff approved a Minor Amendment to the Lake Village portion of the Prasada PAD under case FS16-400 for the purpose of revising the Lake Village land plan and development standards.

February 12, 2018: Staff approved a Minor Amendment to the Toll Brothers' portion of the Prasada Lake Village under case FS17-587 for the purpose of revising specific development standards related to the Toll Brothers development.

April 17, 2018: The City Council approved the original Preliminary Plat for Toll at Prasada under case FS17-394.

January 15, 2019: The City Council approved the Final Plat for Toll at Prasada Phase I Infrastructure under case FS18-290.

August 6, 2019: The City Council approved the Final Plat for Toll at Prasada Phase 2 Infrastructure under case FS19-061.

February 2, 2021: The applicant filed case FS21-081, the subject case.

CONFORMANCE WITH ADOPTED PLANS:

The requested Final Plat is consistent with the Prasada PAD and advances the goals and policies of the Surprise General Plan 2035.

REVIEWING AGENCIES:

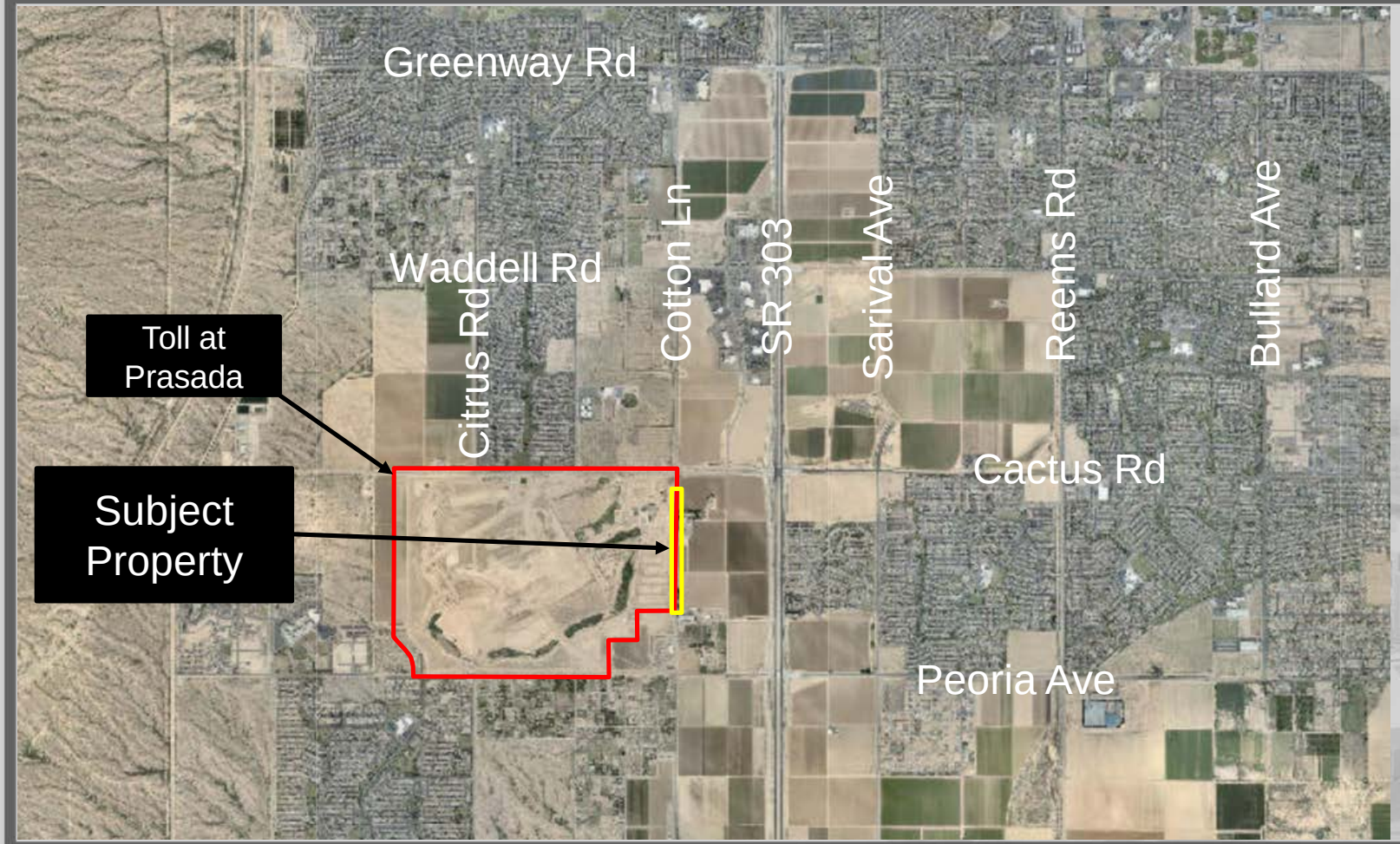
The subject request was routed to the standard reviewing agencies, who expressed no concerns.

Summary:

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

Attachments:

01 Vicinity Map
02 Final Plat



FS21-081 Vicinity Map

FINAL PLAT

Toll at Prasada - Cotton Lane

A portion of the east half of Section 23,
Township 3 North, Range 2 West of the Gila and Salt River Meridian
Maricopa County, Arizona

DEDICATION

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS THAT TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS "OWNER", HEREBY PUBLISH THIS FINAL PLAT AS AND FOR THE FINAL PLAT OF TOLL AT PRASADA – COTTON LANE, BEING LOCATED IN A PORTION OF THE EAST HALF OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH STREET, TRACT AND EASEMENT, AND THAT EACH STREET AND TRACT SHALL BE KNOWN BY THE NAME, AND LETTER GIVEN TO EACH RESPECTIVELY. THE PURPOSES OF THE EASEMENTS ARE SHOWN HEREON.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

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

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

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

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

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

TRACT A, INCLUSIVE, IS NOT DEDICATED TO THE PUBLIC, BUT IS PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. HOA IS RESPONSIBLE FOR MAINTENANCE OF SAID TRACT.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

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

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

ON THIS ____ DAY OF _____, 2021 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

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

DATED THIS _____ DAY OF _____, 2021.

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

ATTEST:

BY: _____ BY: _____
CHRISTINE CAIN GLEN VORTHERMS

ITS: PROPERTY & CONTRACTS MANAGER ITS: ASSISTANT SECRETARY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

OWNER'S PREDECESSOR, SUBURBAN LAND RESERVE, INC., A UTAH CORPORATION, FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AND WESTCOR/SURPRISE LLC, AN ARIZONA LIMITED LIABILITY COMPANY HAVE ENTERED INTO A PRE-ANNEXATION DEVELOPMENT AGREEMENT DATED SEPTEMBER 12, 2006 ("AGREEMENT") WITH CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON SEPTEMBER 19, 2006, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCUMENT NO. 20061238109. AGREEMENT WAS RECENTLY AMENDED AND RECORDED ON JULY 20, 2018, AT THE MARICOPA COUNTY RECORDER OFFICE DOCUMENT NO. 20180501464. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT.

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1997, UNDER DOCKET NO. 97-0231759 ("IGA"), CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURF LANDS OR DECLARATIONS OF URBANIZED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHTS-OF-WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA

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

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

RELEASE OF LIABILITY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS MAP OF DEDICATION OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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

OWNER DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS MAP OF DEDICATION UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS MAP OF DEDICATION SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID MAP OF DEDICATION UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

PUBLIC NOTICE

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

100 YEAR ASSURED WATER SUPPLY

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

27-701007.0000 11/14/2018
CERTIFICATE NUMBER DATE

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, BEING SOUTH 00°24'11" WEST AS MEASURED AND BEING SOUTH 00°24'12" WEST SHOWN ON MARICOPA COUNTY GDACS SURVEY RECORDED IN BOOK 661, PAGE 18, MARICOPA COUNTY RECORDS.

GENERAL NOTES

1. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE A," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1960L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
2. PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
3. LANDSCAPING MAINTENANCE WITHIN THE MEDIANS WITHIN PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
4. THIS MAP OF DEDICATION IS IN CONFORMANCE WITH THE PRELIMINARY PLAT AS APPROVED BY THE CITY OF SURPRISE UNDER CASE FS17-394.
5. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
6. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
7. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
8. THE CITY OF SURPRISE WILL NOT ACCEPT THE CACTUS ROAD RIGHT-OF-WAY UNTIL THE EXISTING 75' BY 50' MWD EASEMENT AND WELL SITE # 7-23E HAS BEEN VACATED AND THE WELL ABANDONED IN ACCORDANCE WITH ADWR REQUIREMENTS.
9. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

LEGAL DESCRIPTION

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

COMMENCING AT BRASS CAP FLUSH AT THE NORTHEAST CORNER OF SAID SECTION 23, FROM WHICH A BRASS CAP IN HANDHOLE AT THE EAST QUARTER CORNER OF SAID SECTION 23, BEARS SOUTH 0 DEGREES 24 MINUTES 11 SECONDS WEST, 2640.04 FEET;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23 SOUTH 0 DEGREES 24 MINUTES 11 SECONDS WEST, 376.03 FEET TO A POINT ON SAID EAST LINE;

THENCE, DEPARTING SAID EAST LINE NORTH 89 DEGREES 35 MINUTES 49 SECONDS WEST, 33.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COTTON LANE AND THE POINT OF BEGINNING;

THENCE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 0 DEGREES 24 MINUTES 11 SECONDS WEST, BEING 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, 2264.02 FEET;

THENCE, CONTINUING ALONG SAID WEST RIGHT OF WAY LINE SOUTH 0 DEGREES 24 MINUTES 44 SECONDS WEST, BEING 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, 926.23 FEET;

THENCE, DEPARTING SAID WEST RIGHT OF WAY LINE NORTH 89 DEGREES 59 MINUTES 07 SECONDS WEST, 55.00 FEET TO A POINT LYING 88.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 0 DEGREES 24 MINUTES 44 SECONDS EAST, BEING 88.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, 926.60 FEET;

THENCE NORTH 0 DEGREES 24 MINUTES 11 SECONDS EAST, BEING 88.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, 2264.02 FEET;

THENCE SOUTH 89 DEGREES 35 MINUTES 49 SECONDS EAST, 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 4.0283 ACRES, MORE OR LESS.

AREA SUMMARY TABLE

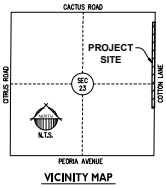
DESCRIPTION	AREA (SF)	AREA (ACRES)
NEW RIGHT-OF-WAY	63,806	1.4648
TRACT A	111,668	2.5635
GROSS AREA	175,474	4.0283

TRACT USE TABLE

TRACT	USE	AREA (SF)	AREA (AC)
A	DRAINAGE, OPEN SPACE, **FIRE ACCESS EASEMENTS, **WATER/SEWER EASEMENT, **SEWER EASEMENT, **RIGHT OF WAY (R/W) EASEMENT, **PUBLIC UTILITY EASEMENT (PUE) & **EXCEPTION	111,668	2.5635

NOTES

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



VICINITY MAP

ENGINEER

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

OWNER/DEVELOPER

TOLL BROTHERS
8767 E VIA DE VENTURA, SUITE 390
SCOTTSDALE, AZ 85258
TEL: (602) 999-5684
CONTACT: AARON INSCO

SHEET INDEX

1 COVER SHEET
2 FINAL PLAT PLAN SHEET

HOMEOWNERS ASSOCIATION RATIFICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS PLAT FOR "TOLL AT PRASADA – COTTON LANE" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS MAP OF DEDICATION.

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

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

BY:_____

ITS:_____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2021 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

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

_____ _____
MAYOR DATE

ATTEST: _____ _____
CITY CLERK DATE

CERTIFICATION

I, ROBERT A. JOHNSTON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF DECEMBER 2020; THAT THE SURVEY IS TRUE AND CORRECT TO MY KNOWLEDGE AND BELIEF; THAT ALL MONUMENTS ACTUALLY EXIST; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ROBERT A. JOHNSTON, R.L.S. 37495
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201

DATE OF PREPARATION: DECEMBER 22, 2020 (REVISED MARCH 31, 2021 REVISED MAY 20, 2021, REVISED JUNE 29, 2021, REVISED JUNE 30, 2021, REVISED AUGUST 24, 2021 & REVISED SEPTEMBER 13, 2021)

CASE NUMBER: FS21-081

1130 N. Alma School Rd., Suite 120
Mesa, AZ 85201
P (480) 503-2250 | F (480) 503-2258
www.epsgroupinc.com

EPS GROUP

Toll at Prasada - Cotton Lane
SURPRISE, ARIZONA
Final Plat

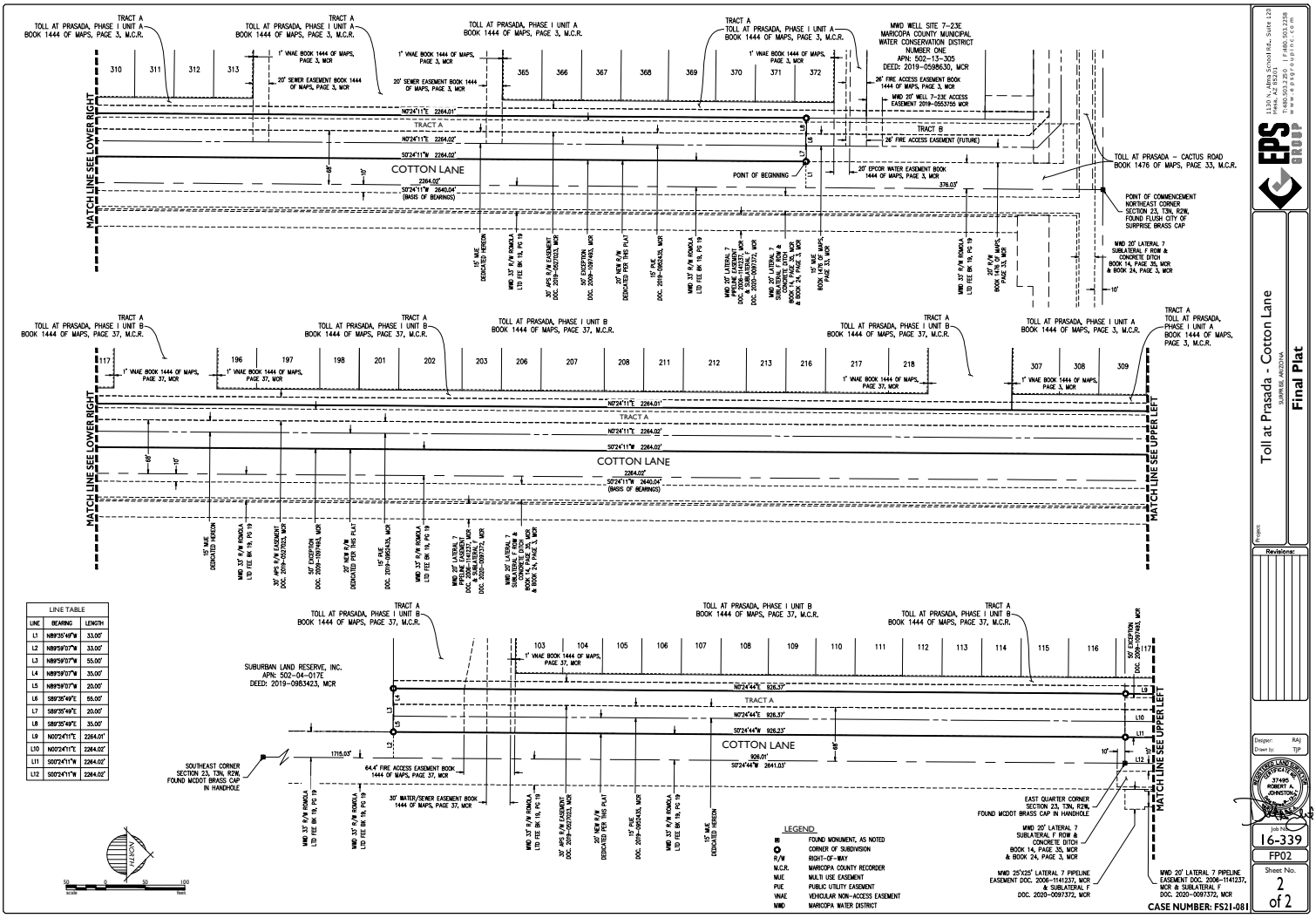
Revisions:

Project:

Designer: RAJ
Drawn by: TJP

37495
ROBERT A. JOHNSTON
REGISTERED LAND SURVEYOR
12/22/20

Job No.
16-339
FP01
Sheet No.
1
of 2



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°35'49"W	33.00'
L2	N89°59'07"W	33.00'
L3	N89°59'07"W	55.00'
L4	N89°59'07"W	35.00'
L5	N89°59'07"W	20.00'
L6	S89°35'49"E	55.00'
L7	S89°35'49"E	20.00'
L8	S89°35'49"E	35.00'
L9	N0°24'11"E	2264.01'
L10	N0°24'11"E	2264.02'
L11	S0°24'11"W	2264.02'
L12	S0°24'11"W	2264.02'

EPS GROUP
1130 N. Alma School Rd., Suite 120
Mesa, AZ 85201 | P 480.503.2250
www.epsgroupinc.com

Toll at Prasada - Cotton Lane
SURPRISE, ARIZONA
Final Plat

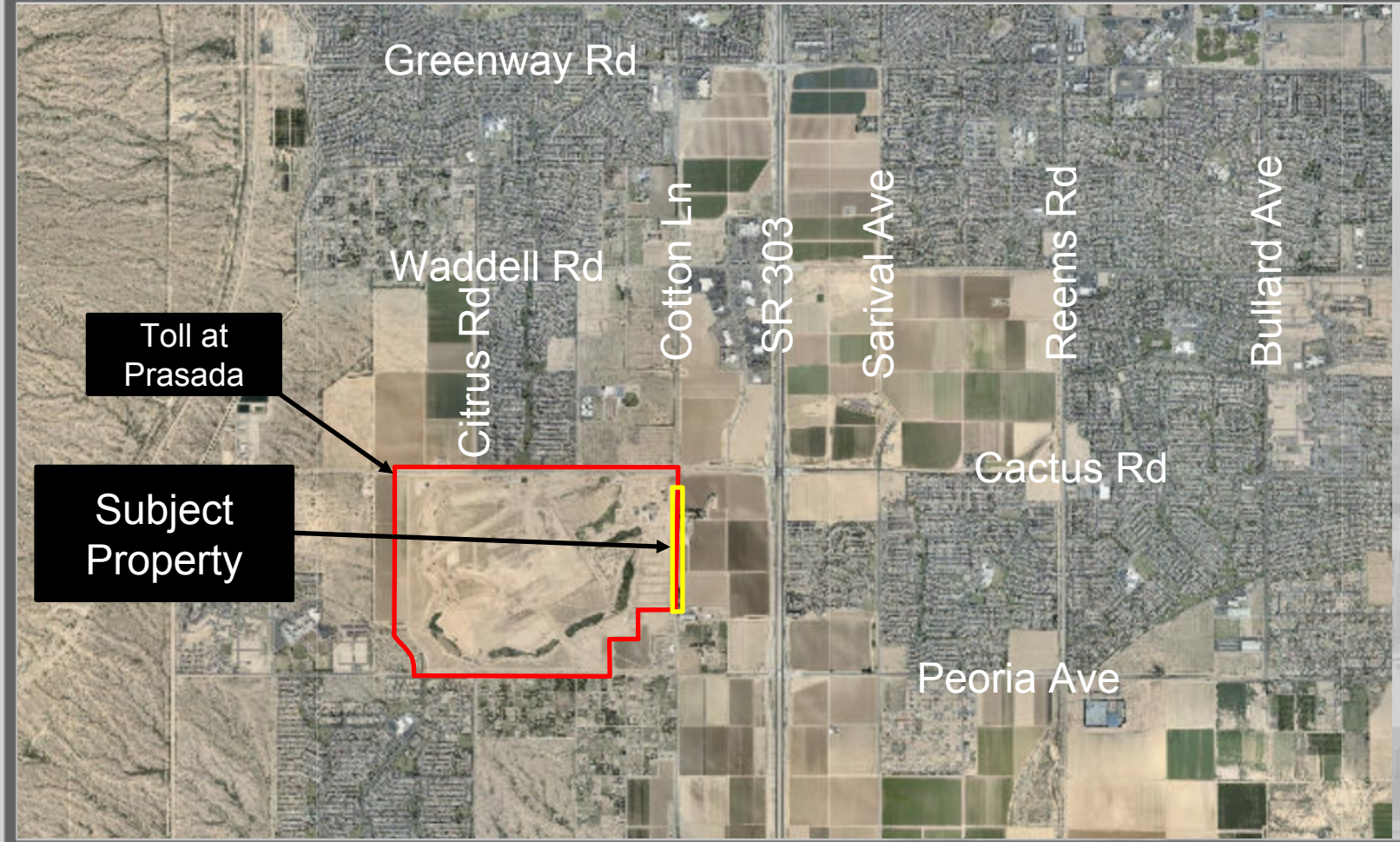
Project:
Revisions:
Designer: RAJ
Drawn by: TJP
17490
ROBERT A. JOHNSTON
Date
Job No. 16-339
FP02
Sheet No. 2 of 2

SURPRISE
ARIZONA

City Council

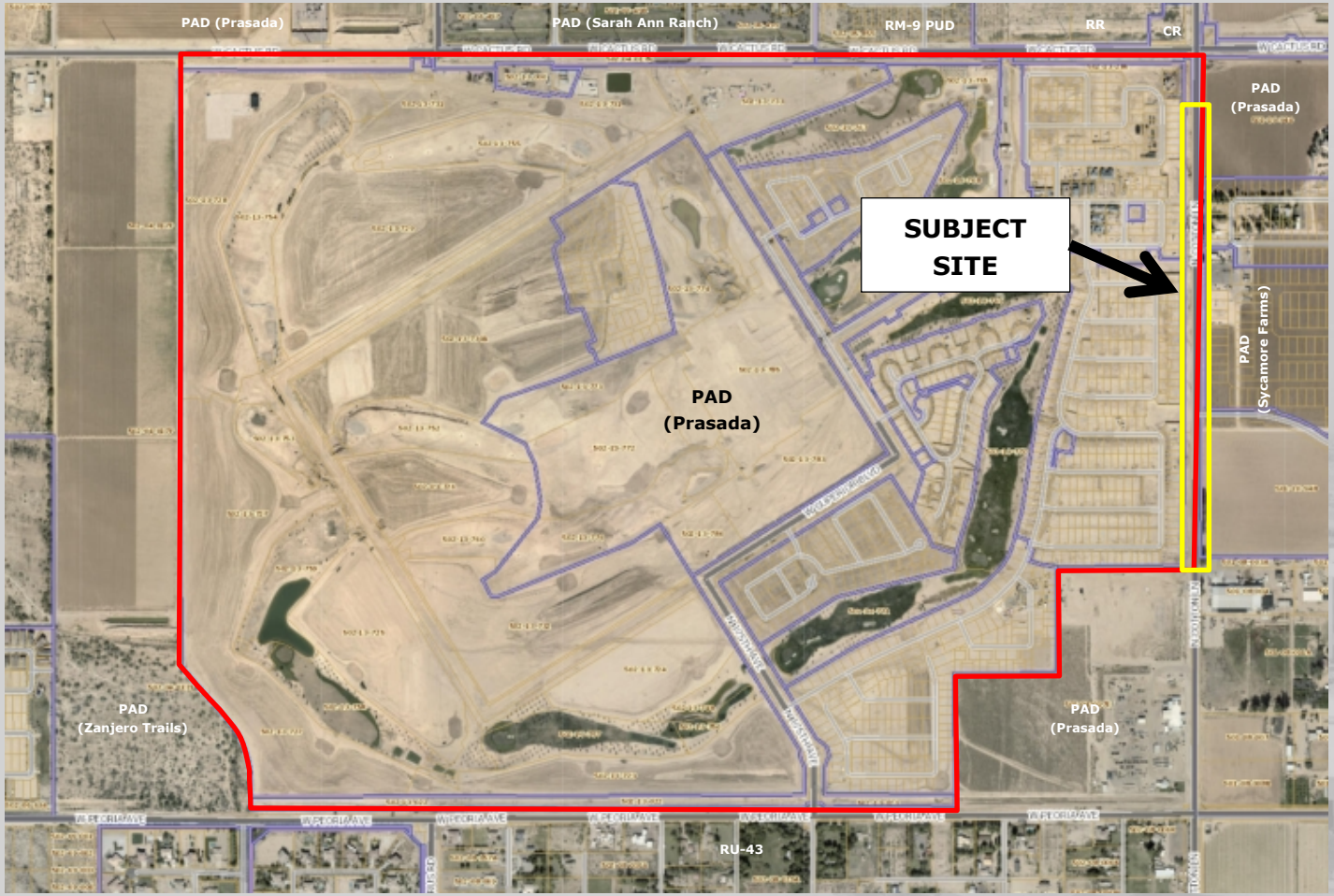
October 19, 2021

Toll at Prasada
Cotton Lane Final Plat
FS21-081



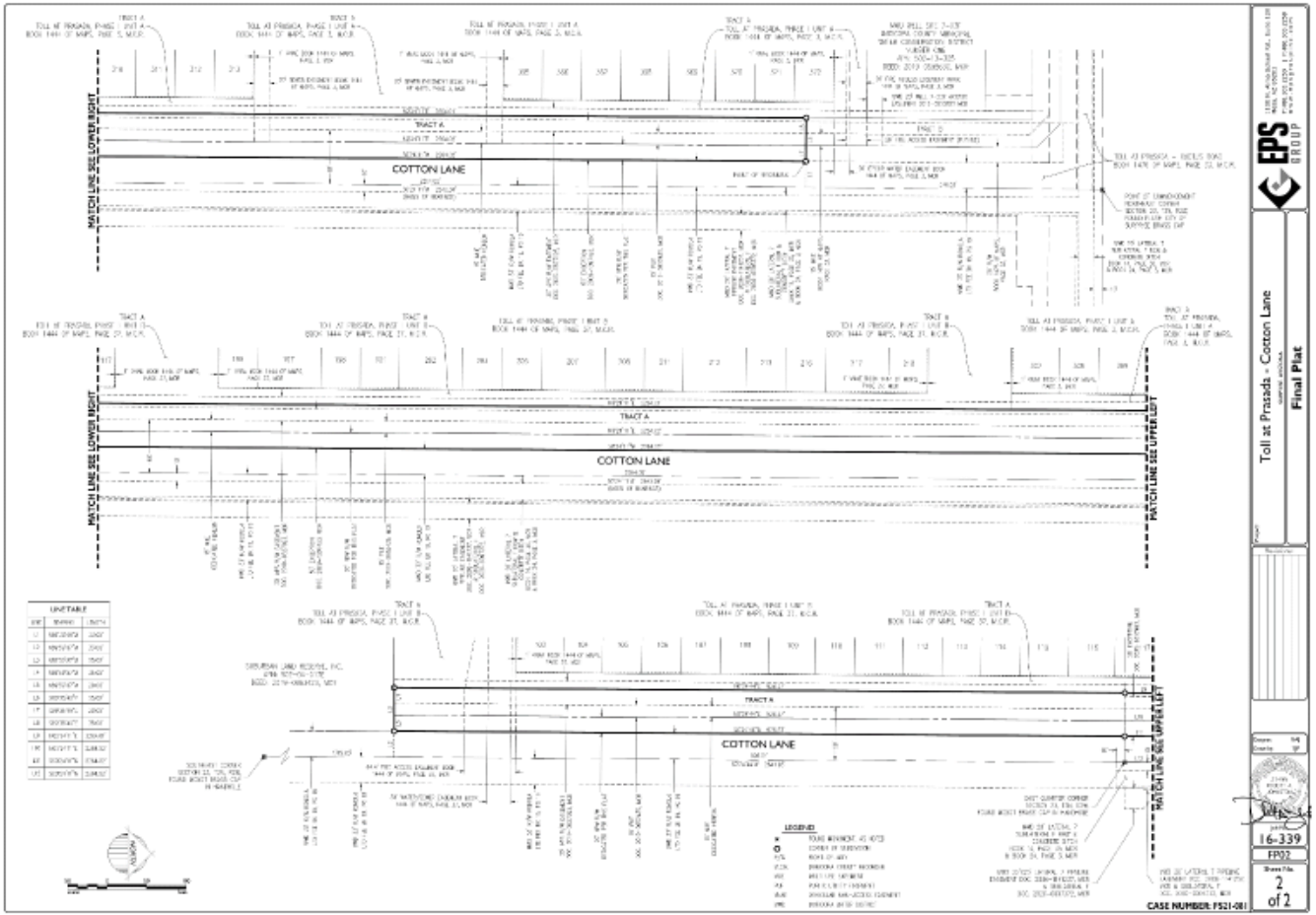
FS21-081 Vicinity Map

FS21-081 Case Map



Sterling Grove Master Plan





FS21-081 Final Plat

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 2021 Contact Person: Trever Fleetham
Submitting Department: Community Development District: District 4
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled "Condominium Plat Crossroads Lakes Professional Offices Condominium 2nd Amended" and dated July 15, 2021, an approximately 5.2 acre property generally located south of Bell Road and west of El Mirage Road; Case FS21-361.

Motion:
I move to approve the Final Plat entitled "Condominium Plat Crossroads Lakes Professional Offices Condominium 2nd Amended".

Background:
The subject request involves a re-plat of a condominium plat for the Crossroads Lakes Professional Offices. The original condominium plat was approved by the City Council on November 13th, 2008 and included seven (7) separate buildings (A-G). To date, only three (3) of the buildings have been constructed: buildings B, D, and F. Thus, the owner/applicant is requesting the subject re-plat to remove buildings A, C, E, and G from the condominium plat. A Minor Site Plan Amendment was administratively approved in conjunction with the subject re-plat under the same case number, FS21-361.

Objective Analysis:
The subject Condominium Plat meets the requirements of the Surprise Heritage District, in addition to other requirements as set forth in the Surprise Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Commerce & Office Character Area and the Surprise Heritage District Sub Area, which support a development of this type. The requested Condominium Plat is consistent with applicable City of Surprise regulations.

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

Budget Impact:
There is no anticipated budget impact related to this item.

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

ATTACHMENTS:

1. 00 - FS21-361 Surprise Crossroads Lakes Condominium Plat - Staff Report 101921 CC
2. 01 - FS21-361 Surprise Crossroads Lakes Condominium Plat - Vicinity Map
3. 02 - FS21-361 Surprise Crossroads Lakes Condominium Plat - Zoning Map
4. 03 - FS21-361 Surprise Crossroads Lakes Condominium Plat - Condominium Plat
5. FS21-361 Surprise Crossroads Lakes Final Plat CC

CONDOMINIUM PLAT

REPORT TO THE CITY COUNCIL

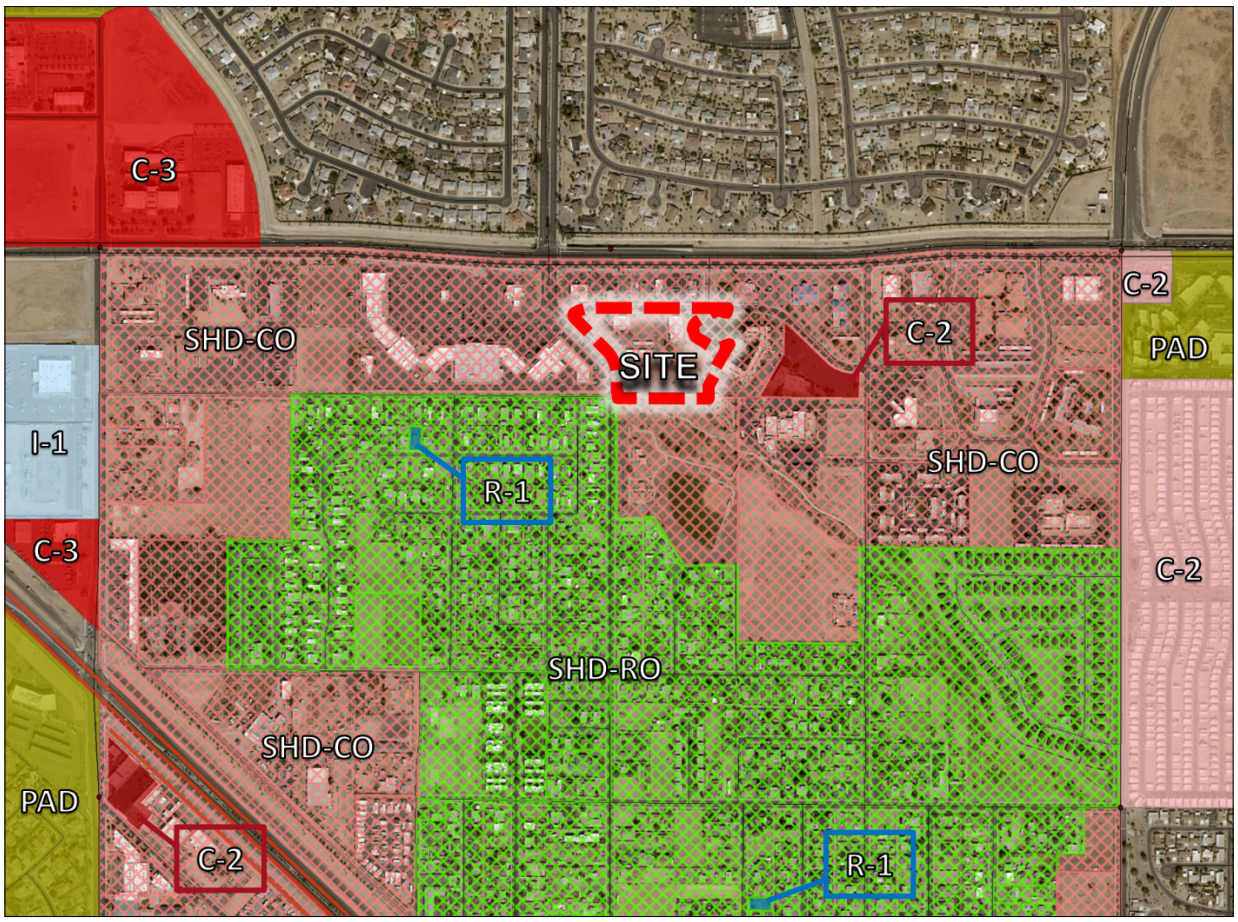
Case:	**FS21-361**
Project Name:	Surprise Crossroads Lakes Professional Offices Condominium Plat
Council District:	4 – Mulberry
Meeting Date:	**October 19, 2021**
Planner:	Trever Fleetham, AICP

Owner:	WAM Surprise Limited Partnership
Applicant:	Amy Malloy with Evolve Ventures
Request:	Re-plat of a Condominium Plat for Crossroads Lakes Professional Offices.
Site Location:	Generally south of Bell Road and West of El Mirage Road in a portion of Section 2, Township 3 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona.
Site Size:	5.2 acres (approx.)
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known

Project Description:

The subject request involves a re-plat of a condominium plat for the Crossroads Lakes Professional Offices. The original condominium plat was approved by the City Council on November 13th, 2008 and included seven (7) separate buildings (A-G). To date, only three (3) of the buildings have been constructed: buildings B, D, and F. Thus, the owner/applicant is requesting the subject re-plat to remove buildings A, C, E, and G from the condominium plat. A Minor Site Plan Amendment was administratively approved in conjunction with the subject re-plat under the same case number, FS21-361.

Surrounding Land Zoning:



SHD-CO	SHD-CO	SHD-CO
SHD-CO	**SHD-CO**	SHD-CO
SHD-RO	SHD-CO	SHD-CO

Background:

November 13, 2008: The Mayor and Council approved case FP08-150, approving the original Condominium Plat for the Crossroads Lakes Professional Offices Condominium.

March 11, 2019: The Mayor and City Council approved case FS19-084, approving a parcel assemblage for Building F of the Crossroads Lakes Professional Offices, reducing the number of units within this building from nine (9) to seven (7).

May 6, 2021: The applicant submitted final plat and site plan documents under case FS21-361, the subject case.

September 7, 2021: The respective site plan under the same case FS21-361 was administratively approved by the Community Development Director and City Engineer.

Analysis and Discussion:

The subject condominium development was originally platted to include seven separate office buildings, each with multiple units. During the first phase of development, three of the seven buildings were constructed. However, due to a multitude of factors, the development has been unable to progress into subsequent phases.

The purpose of the subject condominium plat is to revise the plat document to reflect what physically exists today. In addition to the re-plat, the overall project will also include restriping of the parking lot and additional landscaping to screen the undeveloped building pads on site. These site improvements are intended to improve site function, aesthetics, and assist the development in appearing more complete.

Conformance with Adopted Plans:

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

Reviewing Agencies:

The subject request was routed to the standard reviewing agencies, who expressed no concerns.

Summary:

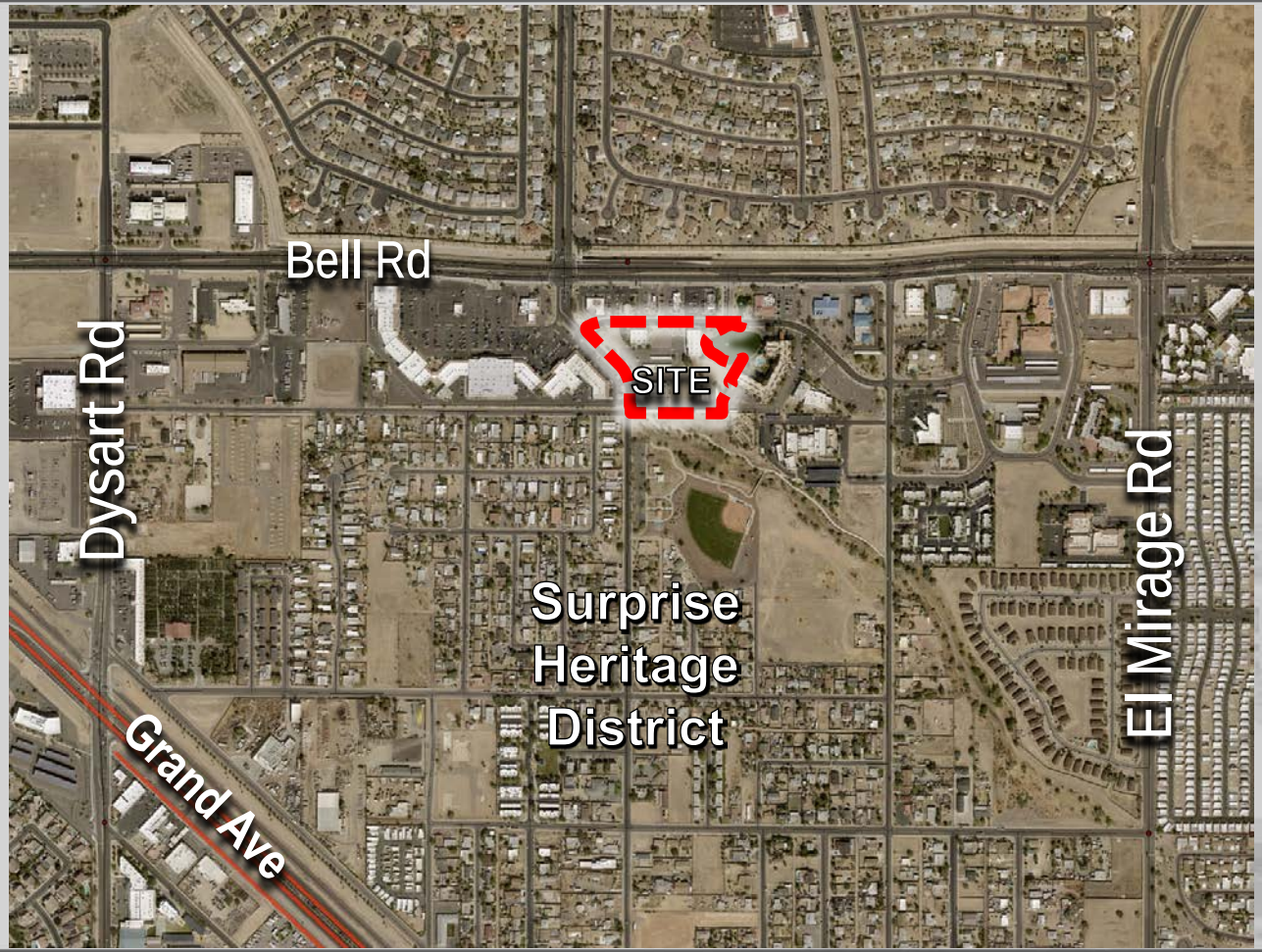
The subject Condominium Plat meets the requirements of the Surprise Heritage District, in addition to other requirements as set forth in the Surprise Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Findings:

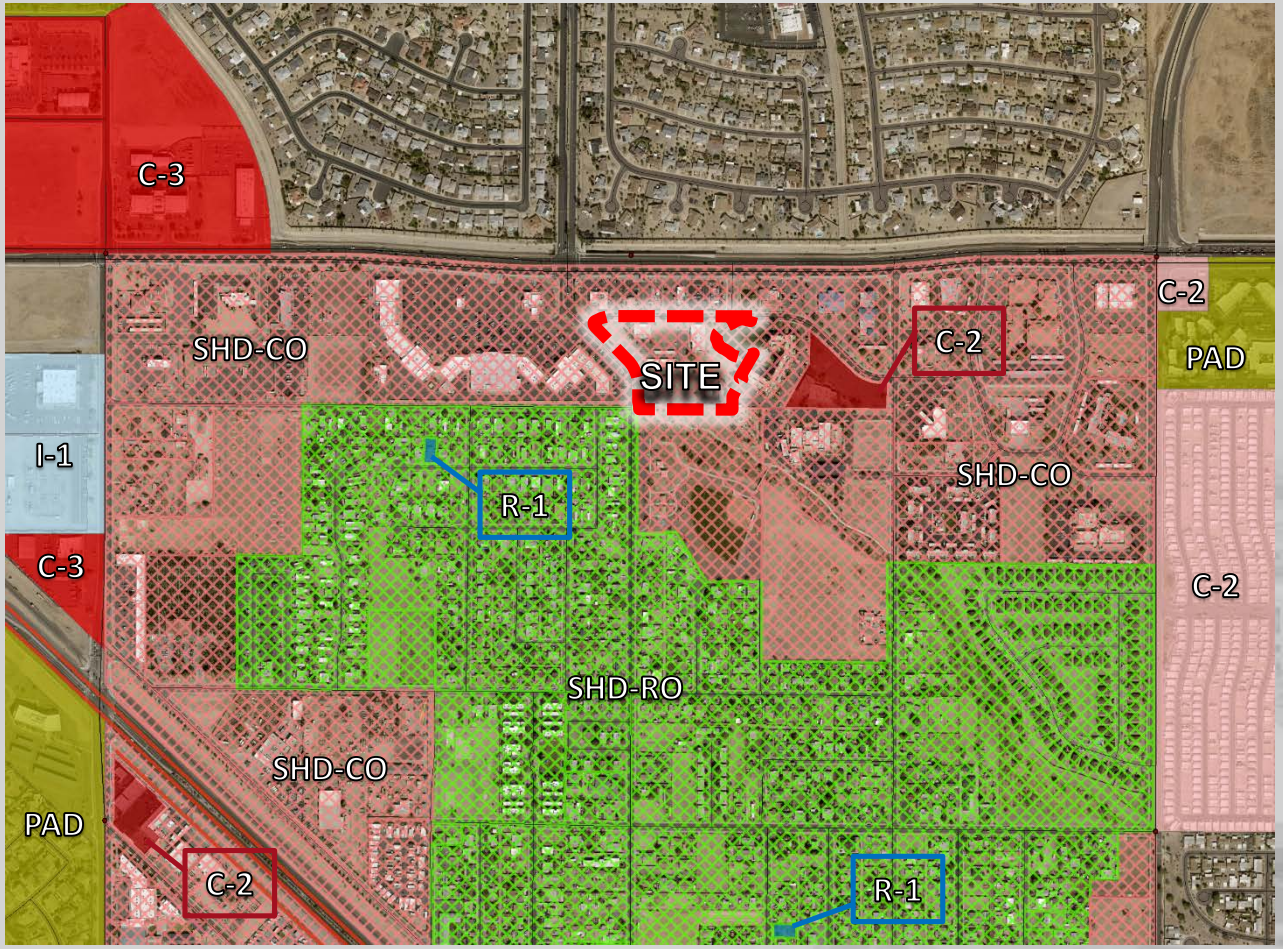
- The proposed Condominium Plat is consistent with the Surprise General Plan 2035.
- The proposed Condominium Plat is consistent with the Surprise Municipal Code.
- The reviewing agencies have indicated no objections to the request.

Attachments:

01 Vicinity Map
02 Zoning Map
03 Condominium Plat



FS21-361 VICINITY MAP

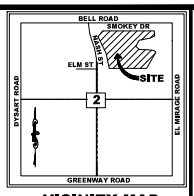


FS21-361 ZONING

CONDOMINIUM PLAT

CROSSROADS LAKES PROFESSIONAL OFFICES CONDOMINIUM 2ND AMENDED

AN AMENDMENT TO CROSSROADS LAKES PROFESSIONAL OFFICES CONDOMINIUM PLAT ACCORDING TO BOOK 1016 OF MAPS, PAGE 19, AND THE 1ST AMENDMENT TO THE CROSSROADS LAKES PROFESSIONAL OFFICES CONDOMINIUM PLAT ACCORDING TO BOOK 1445 OF MAPS, PAGE 34, RECORDS OF MARICOPA COUNTY, LOCATED IN A PORTION OF THE NORTH HALF OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP

NOT TO SCALE

OWNER/DEVELOPER

WAM SURPRISE LIMITED PARTNERSHIP
C/O WAM SURPRISE GP INC.
6900 E. MAIN STREET STE. 202
SCOTTSDALE, AZ 85251
CONTACT: W. GUY SCOTT

DEDICATION

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:
WAM SURPRISE LIMITED PARTNERSHIP, AS OWNER, DOES HEREBY PUBLISH THIS CONDOMINIUM PLAT AS "CROSSROADS LAKES PROFESSIONAL OFFICES CONDOMINIUM 2ND AMENDED" AN AMENDMENT TO CROSSROADS LAKES PROFESSIONAL OFFICES CONDOMINIUM PLAT ACCORDING TO BOOK 1016 OF MAPS, PAGE 19, AND THE 1ST AMENDMENT TO THE CROSSROADS LAKES PROFESSIONAL OFFICES CONDOMINIUM PLAT ACCORDING TO BOOK 1445 OF MAPS, PAGE 34, RECORDS OF MARICOPA COUNTY, LOCATED IN A PORTION OF THE NORTH HALF OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, OWNER DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES DIMENSIONS OF EACH BUILDING, UNIT AND COMMON ELEMENT AND THAT EACH BUILDING, UNIT AND COMMON ELEMENT SHALL BE KNOWN BY THAT NUMBER, NAME, AND/OR LETTER GIVEN TO EACH, RESPECTIVELY.

COMMON ELEMENT SHALL BE FOR THE USE OF THE MEMBERS OF THE CONDOMINIUM ASSOCIATION AND SUCH COMMON ELEMENT SHALL BE MAINTAINED BY THE ASSOCIATION. THERE IS HEREBY DEDICATED TO THE CITY A BLANKET EASEMENT UPON, ACROSS, OVER AND UNDER THE COMMENT ELEMENT FOR INGRESS, EGRESS OF EMERGENCY AND SERVICE TYPE VEHICLES, CONSTRUCTION INSTALLATION, REPLACEMENT, REPAIR, MAINTENANCE AND OPERATION OF ALL PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SEWER, GAS, TELEPHONE, ELECTRIC, DRAINAGE AND CABLE TELEVISION AND LANDSCAPING.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

IN WITNESS WHEREOF

WAM SURPRISE LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF W. GUY SCOTT, THE PRESIDENT OF WAM SURPRISE GP INC., A DELAWARE CORPORATION, ITS GENERAL PARTNER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 20__.

BY: W. GUY SCOTT, PRESIDENT

ITS: _____
SIGNATURE

ACKNOWLEDGMENT

PROVINCE OF ALBERTA }
} SS
COUNTY OF STRATHCONA }

ON THIS _____ DAY OF _____ 20__, BEFORE ME THE UNDERSIGNED OFFICER, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIM/HER SELF TO BE THE _____ OF WAM SURPRISE LIMITED PARTNERSHIP AND ACKNOWLEDGED THAT HE/SHE, AS SUCH OFFICER, BEING AUTHORIZED TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED IN WITNESS THEREOF. I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____ _____ _____
NOTARY PUBLIC DATE MY COMMISSION EXPIRES

PUBLIC NOTICE

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

LEGAL DESCRIPTION

LOT 11 ACCORDING TO THE MAP OF DEDICATION OF CROSSROADS TOWNE CENTER, ACCORDING TO BOOK 1013 OF MAPS, PAGE 32, RECORDS OF MARICOPA COUNTY, ARIZONA.

BASIS OF BEARING

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ACCORDING TO BOOK 391 OF MAPS, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA. SAID LINE BEARS NORTH 89 DEGREES 56 MINUTES 04 SECONDS WEST.

ZONING

SHD-CO

LAND AREA

224,418 SQUARE FEET OR
5.152 ACRES NET

SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2	OVERALL CONDO PLAT
SHEET 3	UNITS DETAILS

BENCHMARK

CHISELED SQUARE ON THE NORTH SIDE OF CONCRETE TRAFFIC LIGHT BASE, APPROXIMATELY ONE FOOT SOUTH OF EDGE OF PAVEMENT OF BELL ROAD, AT THE SOUTHEAST CORNER OF THE INTERSECTION OF BELL ROAD AND CROSSROADS BOULEVARD.

ELEVATION = 1183.29' (CITY OF SURPRISE DATUM)

NOTES

1. THE LOCATION AND DIMENSIONS OF THE BUILDING AND UNITS AS SHOWN ON THE PLAT ARE BASED ON THE ARCHITECTURAL DRAWINGS AND ARE APPROXIMATE. THE ACTUAL LOCATION AND DIMENSIONS OF THE BUILDING AND UNITS MAY VARY FROM THE LOCATION AND DIMENSIONS OF THE BUILDING AND UNITS AS SHOWN ON THIS PLAT.

2. THE HORIZONTAL AND VERTICAL UNIT DIMENSIONS ARE IN ACCORDANCE WITH THE DEFINITION OF "UNIT BOUNDARIES" AS SET FORTH IN THE CONDOMINIUM DECLARATION TO BE RECORDED WITH THE MARICOPA COUNTY RECORDER.

3. THERE ARE NO EXISTING VISIBLE ENCROACHMENTS OF ANY PORTION OF THIS PROJECT.

4. THE PHYSICAL BOUNDARIES OF THE UNITS ARE AS FOLLOWS: (1) THE VERTICAL BOUNDARIES ARE THE EXTERIOR SURFACES OF THE PERIMETER WALLS OF THE BUILDING AND A VERTICAL PLANE RUNNING THROUGH THE CENTER OF THE PARTY WALL SEPARATING THE UNIT FROM ANOTHER UNIT AND/OR FROM CORRIDORS, STAIRWAYS, REST ROOMS OR OTHER COMMON ELEMENTS AND OR LIMITED COMMON ELEMENTS; (2) THE LOWER HORIZONTAL BOUNDARY IS THE FINISHED SURFACE, BEFORE DECORATION OR TOP OF THE FLOOR SLAB BENEATH THE UNIT; AND (3) THE UPPER HORIZONTAL BOUNDARY IS A HORIZONTAL LINE ABOVE THE FINISH BUT UNDECORATED SURFACE (LOWER HORIZONTAL BOUNDARY).

5. LANDSCAPING SHALL BE MAINTAINED BY THE MEMBERS OF THE CONDOMINIUM OWNERS ASSOCIATION. THE CITY OF SURPRISE IS NOT RESPONSIBLE FOR THE MAINTENANCE OF LANDSCAPING.

6. COMMON ELEMENT AND LIMITED COMMON ELEMENT ARE DEFINED IN THE CONDOMINIUM DECLARATION TO BE RECORDED HEREAFTER THIS PLAT.

7. THE PROPERTY DEPICTED ON THIS PLAT IS LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE 1995 MAG NOISE CONTOUR LINES IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONALLY INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

8. ALL NEWLY CONSTRUCTED UTILITIES SHALL BE PLACED UNDERGROUND.

9. THE SOLE PURPOSE OF THIS AMENDMENT TO THE CONDOMINIUM PLAT IS TO REMOVE BUILDINGS A, C, E & G FROM THE CONDOMINIUM.

CITY OF SURPRISE APPROVAL

DATA ON THIS PLAT WAS REVIEWED AND APPROVED THIS _____ DAY OF _____, 20___ BY THE CITY ENGINEER OF SURPRISE, ARIZONA

BY: _____
CITY ENGINEER

DATA ON THIS PLAT WAS REVIEWED AND APPROVED THIS _____ DAY OF _____, 20___ BY THE COMMUNITY DEVELOPMENT DIRECTOR OF SURPRISE, ARIZONA

BY: _____
COMMUNITY DEVELOPMENT DIRECTOR

CERTIFICATION

THIS IS TO CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF DECEMBER, 2020 AND THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND THE MONUMENTS SHOWN ACTUALLY EXISTS OR WILL BE SET AS SHOWN AND THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ _____
JASON SEGNERI DATE
LS NO. 35633
SURVEY INNOVATION GROUP
22425 N. 16TH ST., SUITE 1
PHOENIX, AZ 85024
JSEGNERI@RICKENGINEERING.COM

SIG
SURVEY INNOVATION GROUP, INC
Land Surveying Services
22425 N. 16th ST., SUITE 1
PHOENIX, ARIZONA 85024
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FAX (480) 922-0781
WWW.AZSURVEYAZ.COM

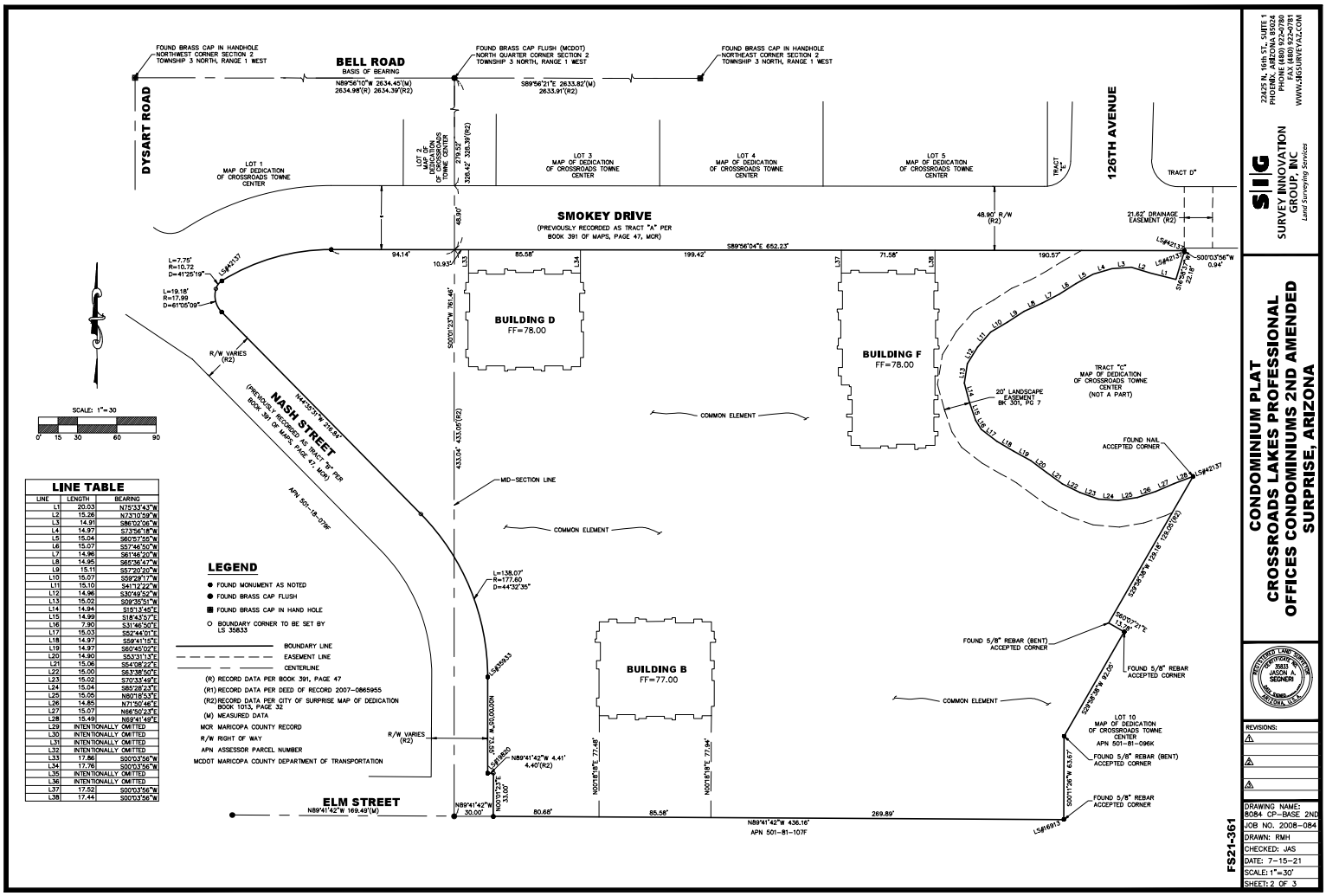
CONDOMINIUM PLAT
CROSSROADS LAKES PROFESSIONAL OFFICES CONDOMINIUMS 2ND AMENDED
SURPRISE, ARIZONA

REGISTERED LAND SURVEYOR
35633
JASON A.
SEGNERI
EXPIRES 9/30/22
NATIONAL CERTIFICATION

REVISIONS:
1
2
3

DRAWING NAME: 8084 CP-BASE 2ND
JOB NO. 2008-084
DRAWN: RMH
CHECKED: JAS
DATE: 7-15-21
SCALE: NTS
SHEET: 1 OF 3

FS21-361



LINE TABLE		
LINE	LENGTH	BEARING
L1	20.03	N75°33'43"W
L2	15.26	N23°10'39"W
L3	14.91	S86°02'06"W
L4	14.97	S73°56'18"W
L5	15.04	S60°57'56"W
L6	15.07	S57°46'50"W
L7	14.96	S61°46'20"W
L8	14.95	S65°56'47"W
L9	15.11	S57°20'26"W
L10	15.07	S59°29'17"W
L11	15.10	S41°12'22"W
L12	14.96	S30°49'52"W
L13	15.02	S09°35'51"W
L14	14.94	S15°13'45"E
L15	14.99	S18°43'57"E
L16	7.90	S31°46'50"E
L17	15.03	S52°44'01"E
L18	14.97	S58°41'15"E
L19	14.97	S60°45'02"E
L20	14.90	S53°31'13"E
L21	15.06	S54°08'22"E
L22	15.00	S63°38'50"E
L23	15.02	S70°33'49"E
L24	15.04	S85°28'23"E
L25	15.05	N80°18'53"E
L26	14.85	N71°50'46"E
L27	15.07	N66°50'23"E
L28	15.49	N69°41'49"E
L29	INTENTIONALLY OMITTED	
L30	INTENTIONALLY OMITTED	
L31	INTENTIONALLY OMITTED	
L32	INTENTIONALLY OMITTED	
L33	17.86	S00°03'56"W
L34	17.76	S00°03'56"W
L35	INTENTIONALLY OMITTED	
L36	INTENTIONALLY OMITTED	
L37	17.52	S00°03'56"W
L38	17.44	S00°03'56"W

2425 N. 16th ST., SUITE 1
PHOENIX, ARIZONA 85024
PHONE (480) 922-0780
FAX (480) 922-0781
WWW.SIGSURVEYAZ.COM
SURVEY INNOVATION GROUP, INC
Land Surveying Services

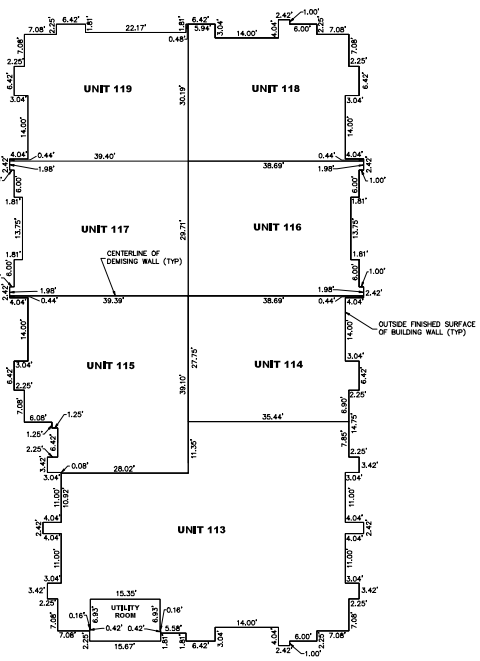
CONDOMINIUM PLAT
CROSSROADS LAKES PROFESSIONAL OFFICES CONDOMINIUMS 2ND AMENDED
SURPRISE, ARIZONA

REGISTERED LAND SURVEYOR 35833 JASON A. SEGNERI DATE SIGNED ARIZONA U.S.A.

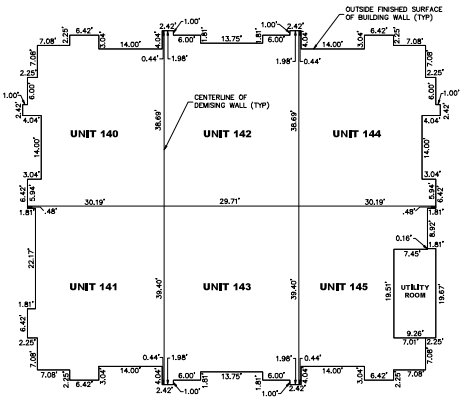
REVISIONS:
1
2
3

DRAWING NAME:	8084 CP-BASE 2ND
JOB NO.	2008-084
DRAWN:	RMH
CHECKED:	JAS
DATE:	7-15-21
SCALE:	1"=30'
SHEET:	2 OF 3

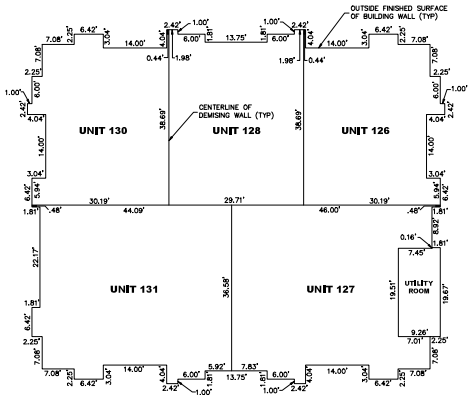
FS21-361



BUILDING F



BUILDING B

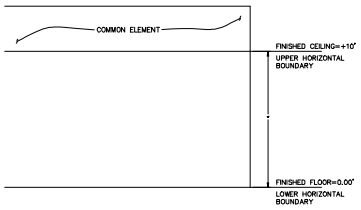


BUILDING D



HORIZONTAL UNIT BOUNDARIES

(TYPICAL ALL BUILDINGS)



BUILDING B UNIT AREA TABLE

UNIT NUMBER	UNIT AREA SQ.FT.	UTILITY ROOM PORTION	TOTAL
UNIT 140	1,018	30	1,048
UNIT 142	1,099	32	1,131
UNIT 144	1,018	30	1,048
UNIT 145	883	26	909
UNIT 143	1,120	33	1,153
UNIT 141	1,040	30	1,070
UTILITY ROOM	181		
TOTAL BUILDING	6,359		6,359

BUILDING D UNIT AREA TABLE

UNIT NUMBER	UNIT AREA SQ.FT.	UTILITY ROOM PORTION	TOTAL
UNIT 130	1,018	30	1,048
UNIT 128	1,099	32	1,131
UNIT 126	1,018	30	1,048
UNIT 127	1,478	43	1,521
UNIT 131	1,565	46	1,611
UTILITY ROOM	181		
TOTAL BUILDING	6,359		6,359

BUILDING F UNIT AREA TABLE

UNIT NUMBER	UNIT AREA SQ.FT.	UTILITY ROOM PORTION	TOTAL
UNIT 116	1,099	17	1,116
UNIT 114	988	15	1,003
UNIT 118	1,018	16	1,034
UNIT 113	2,564	40	2,604
UNIT 115	1,345	22	1,367
UNIT 117	1,120	17	1,137
UNIT 119	1,040	16	1,056
UTILITY ROOM	143		
TOTAL BUILDING	9,317		9,317

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CONDOMINIUM PLAT
CROSSROADS LAKES PROFESSIONAL OFFICES CONDOMINIUMS 2ND AMENDED
SURPRISE, ARIZONA

REGISTERED LAND SURVEYOR
09633
JASON A. SEGNERI
DATE SIGNED
ARIZONA U.S.A.

REVISIONS:
1
2
3

DRAWING NAME: 8084 CP-BASE 2ND
JOB NO. 2008-084
DRAWN: RMH
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DATE: 7-15-21
SCALE: 1"=10'
SHEET: 3 OF 3

FS21-361

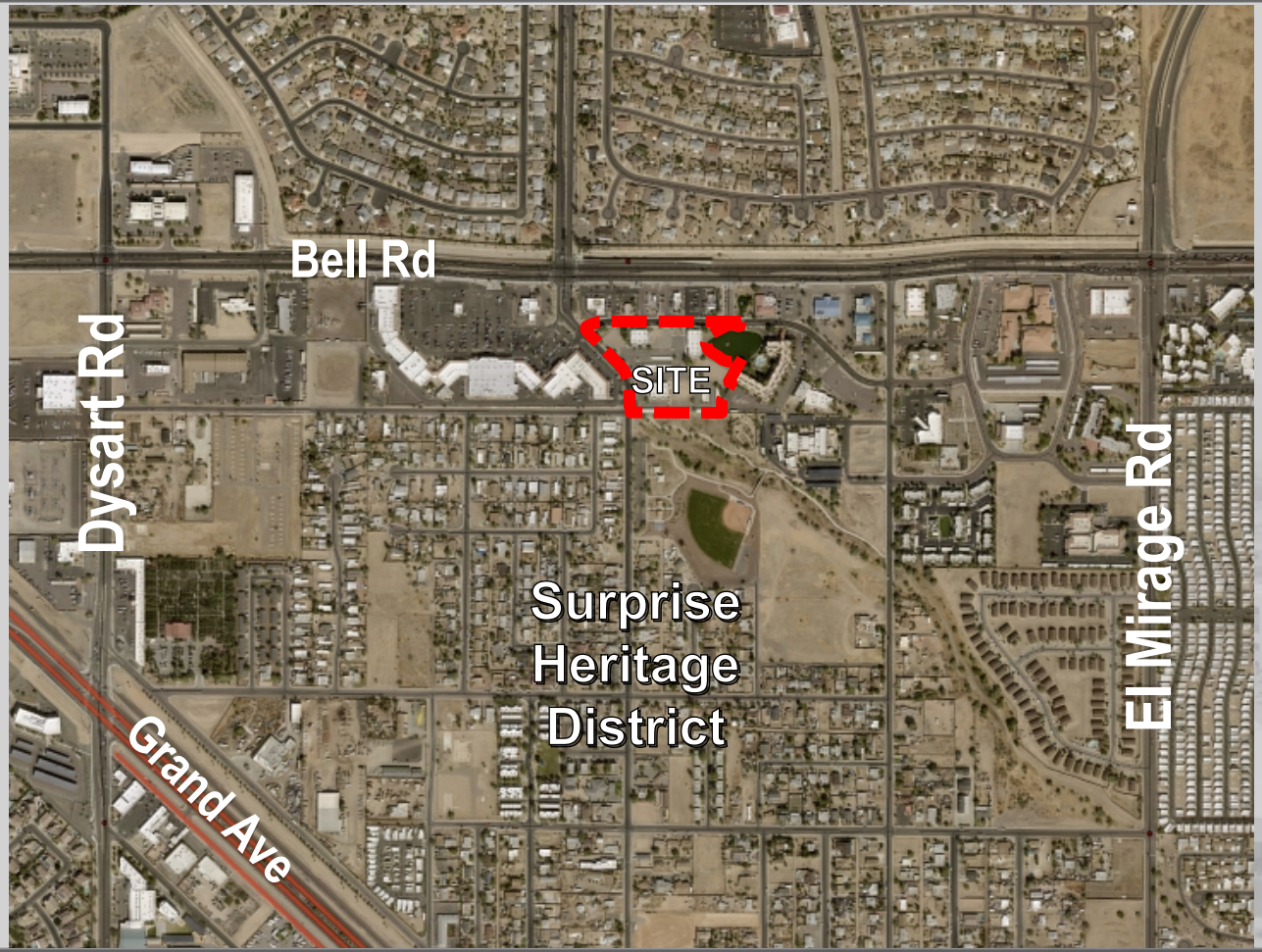
SURPRISE
ARIZONA

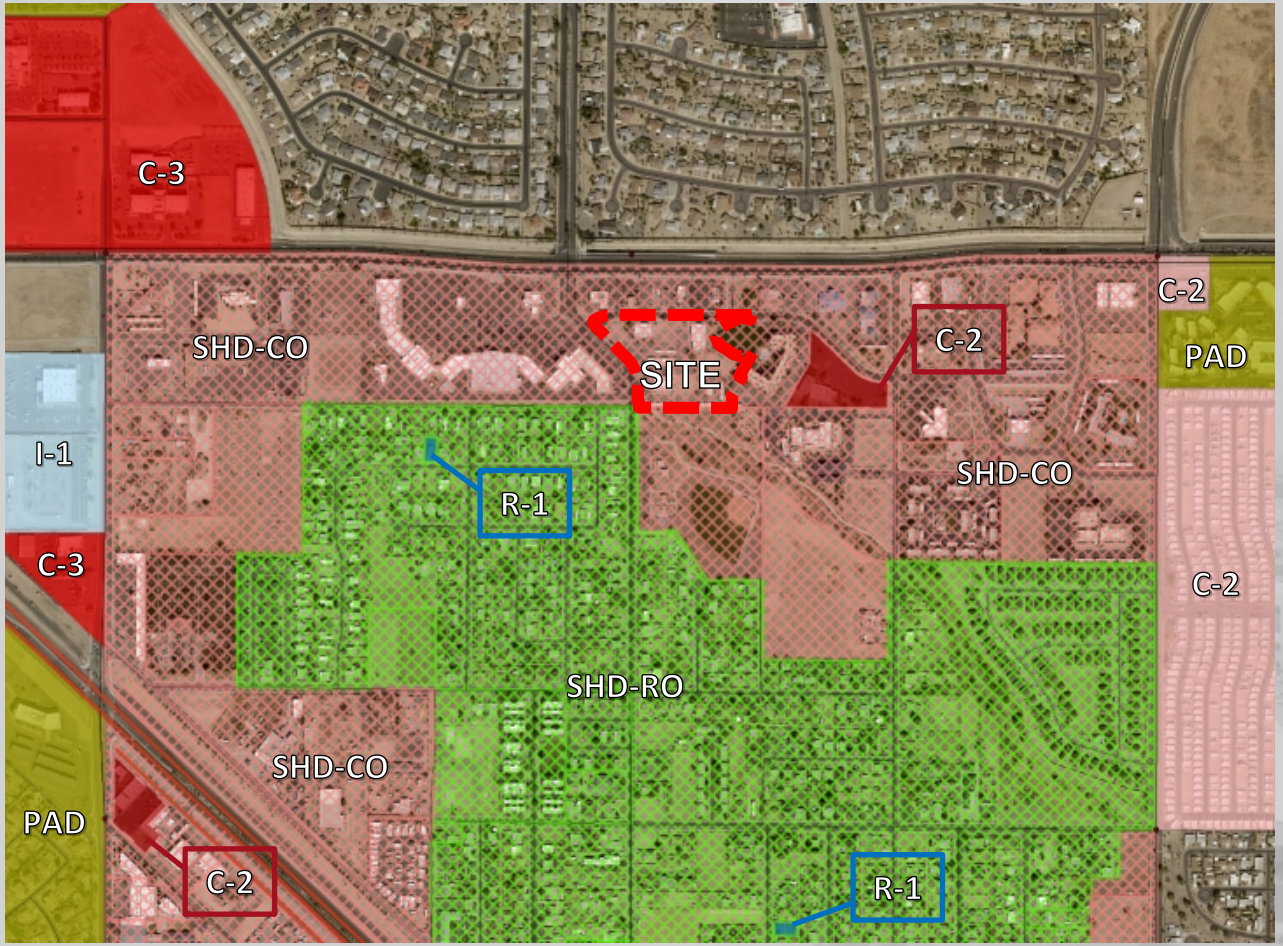
FS21-361
Crossroads Lakes Condominium Plat

City Council

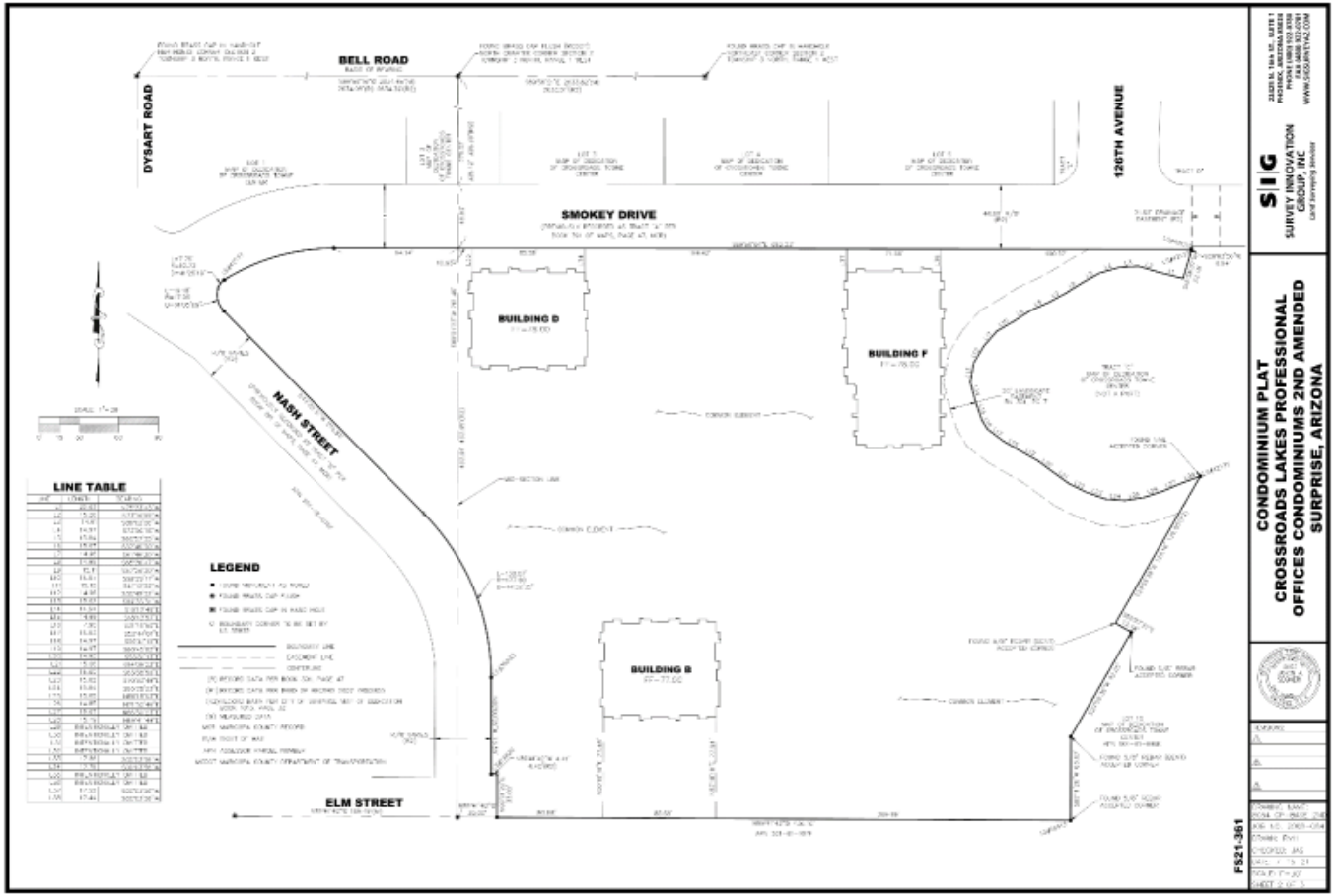
October 19, 2021

FS21-361 VICINITY MAP





FS21-361 ZONING



FS20-074 FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 2021 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to the Final Plat entitled, "Paloma Creek Phase 2A" an approximately 11.5 acre property generally located north of Happy Valley Road and east of 163rd Avenue; Case FS20-574.

Motion:
I move to approve the Final Plat entitled, "Paloma Creek Phase 2A" subject to an amended Release of Liability that includes language expressly indemnifying the US Air Force for Luke AFB flight operations.

Background:
EPS Group, on behalf of Meritage Homes, Inc., requests approval of the Final Plat for Paloma Creek Phase 2A. The subject property is approximately 11.5 acres and is located north of Happy Valley Road and east of 163rd Avenue. The subject property is zoned RM-9 PUD. The applicant proposes 31 single-family lots for a total gross density of 2.69 dwelling units per acre. The proposed Final Plat is in compliance with the approved Paloma Creek PUD and Preliminary Plat, both approved under case FS18-150.

Objective Analysis:
Approval of the proposed Final Plat will allow the owner ability to subdivide the property as proposed. Denial of the proposed Final Plat will prevent the property from being subdivided as proposed.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more.

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 - FS20-574 Paloma Creek Phase 2A Final Plat - CC Staff Report - 10-19-21
2. 01 - FS20-574 Paloma Creek Phase 2A Final Plat Vicinity Map
3. 02 - FS20-574 Paloma Creek Phase 2A Final Plat Zoning Map
4. 03 - FS20-574 Paloma Creek Phase 2A - Final Plat
5. 04 - FS20-574 Luke AFB Comments
6. FS20-574 Paloma Creek Phase 2A Final Plat PowerPoint - 10-19-21 CC

SURPRISE
ARIZONA

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: **FS20-574**

Project Name: Paloma Creek Phase 2A Final Plat

Council District: 1 - Acacia

City Council Date: **October 19, 2021**

Planner: Robert H. Kuhfuss, AICP

Owner/Applicant: Meritage Homes of Arizona, Inc.

Request: Consideration and action regarding the Final Plat entitled, "Paloma Creek Phase 2A"

Site Location: Generally, north of Happy Valley Road and east of 163rd Avenue

Site Size: 11.5 acres (approx.)

Density: 2.69 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the RM-9 PUD zoning district as approved under case FS18-150.
- The Final Plat is consistent with the Preliminary Plat as approved under case FS18-150.

Alternative Actions: Approval of the proposed Final Plat will allow owner the ability to subdivide the property as proposed.

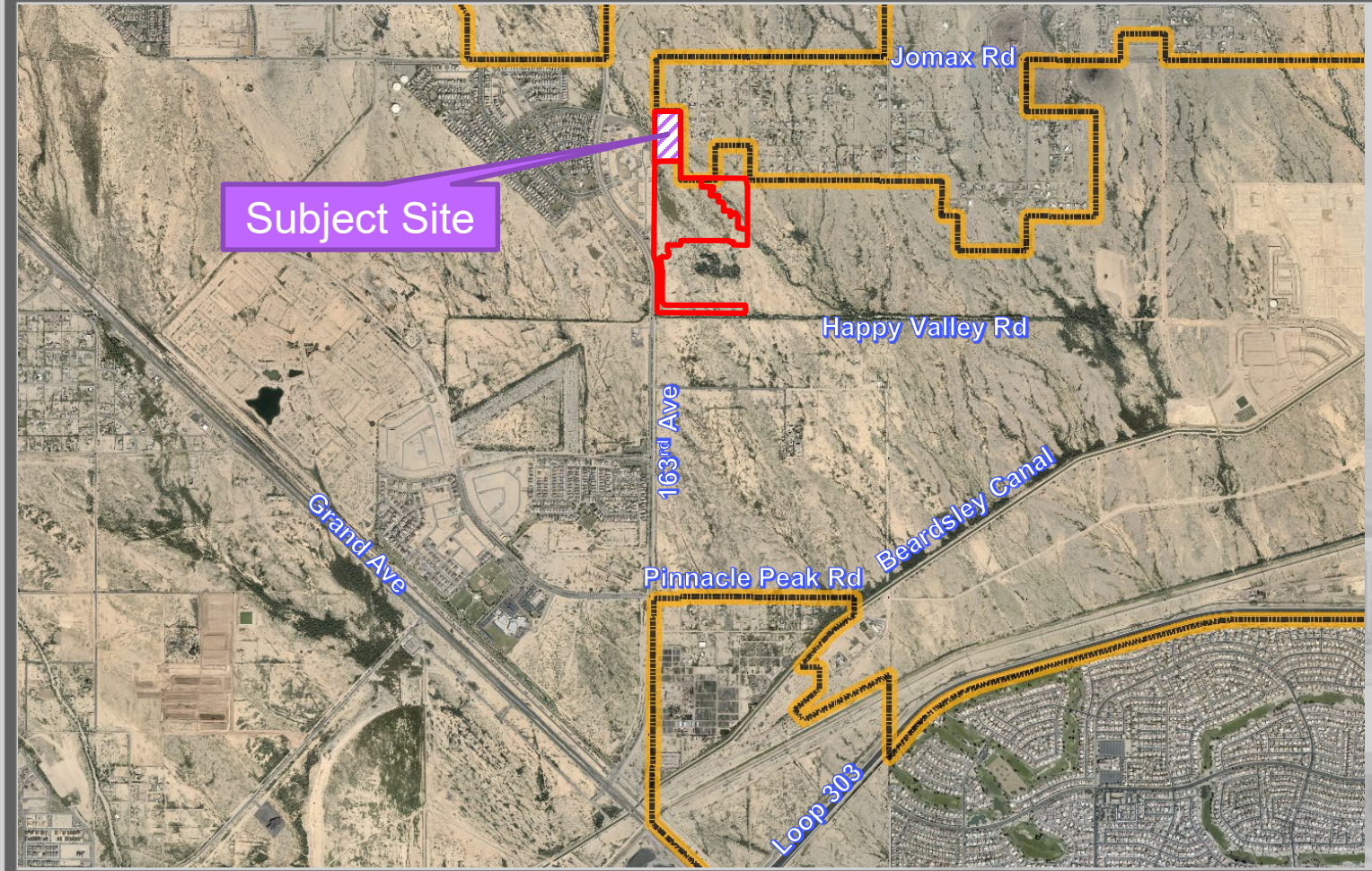
Deny: Denial of the proposed Final Plat will prevent the property from being subdivided as proposed.

Additional Information:

EPS Group, on behalf of Meritage Homes, Inc., requests approval of the Final Plat for Paloma Creek Phase 2A. The subject property is approximately 11.5 acres and is located north of Happy Valley Road and east of 163rd Avenue. The subject property is zoned RM-9 PUD. The applicant proposes 31 single-family lots for a total gross density of 2.69 dwelling units per acre. The proposed Final Plat is in compliance with the approved Paloma Creek PUD and Preliminary Plat, both approved under case FS18-150.

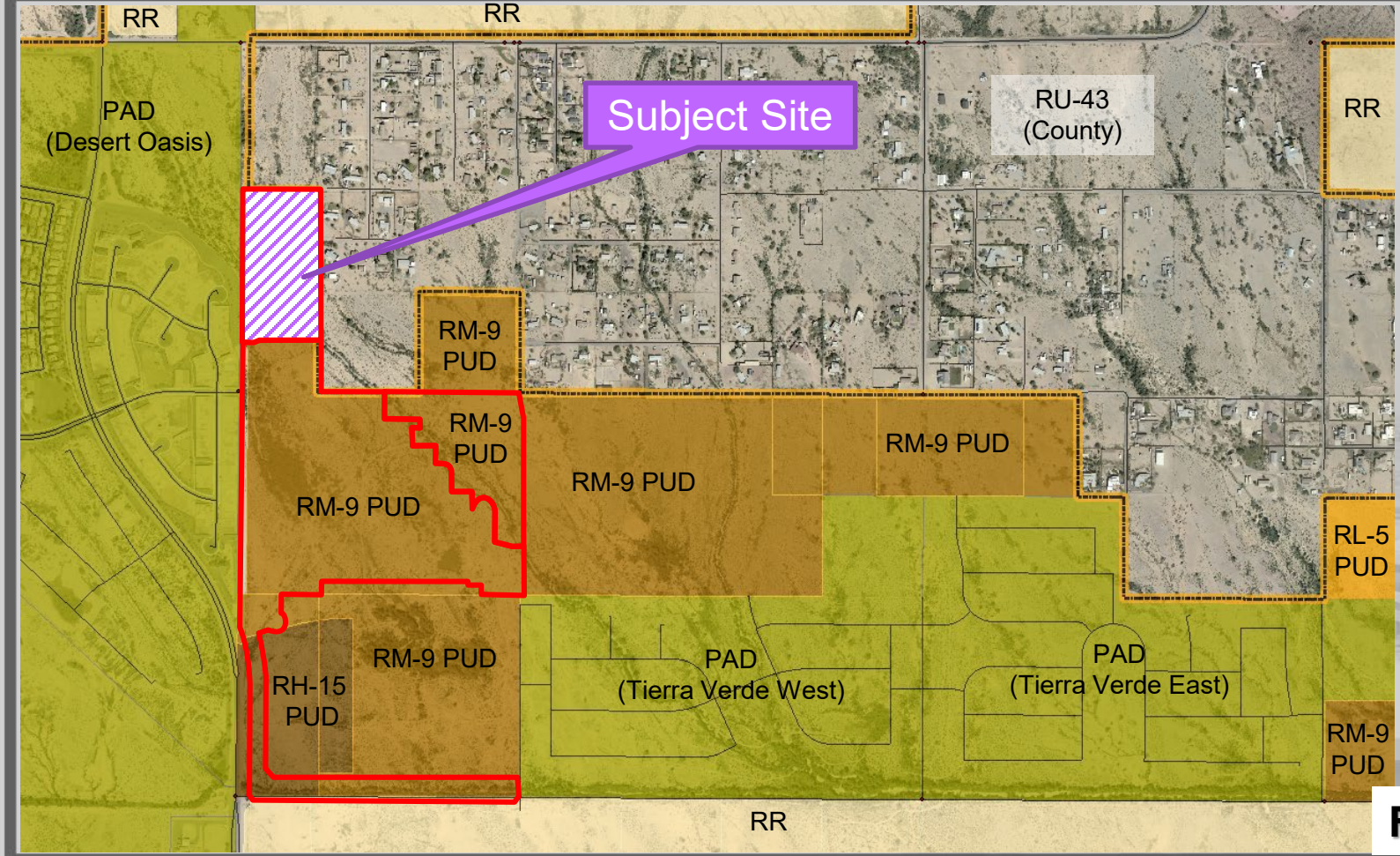
Attachments:

01 – Vicinity Map
02 – Zoning Map
03 – Final Plat
04 – Luke AFB Letter



VICINITY MAP

FS20-574



ZONING MAP

FS20-574

FINAL PLAT

Paloma Creek Phase 2A

A PORTION OF THE NORTHWEST QUARTER OF SECTION 6,
TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION, "OWNER", HAS SUBDIVIDED UNDER THE NAME "PALOMA CREEK PHASE 2A", A PORTION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "PALOMA CREEK PHASE 2A" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING THE SAME, AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR AND NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

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

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, A PUBLIC RECREATION/TRAIL EASEMENT FOR PEDESTRIAN ACCESS, EQUINE ACCESS, BICYCLING, AND OTHER NON-MOTORIZED FORMS OF ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN IN THIS PLAT.

OWNER HEREBY GRANTS TO THE PUBLIC AN EASEMENT FOR RECREATION OVER, UPON, AND ACROSS THOSE AREAS AS DESIGNATED AS RECREATION TRAILS OR AREAS FOR THE PURPOSE OF ALLOWING THE PUBLIC ACCESS TO THE TRAIL SYSTEM.

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

MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

ON THIS ____ DAY OF _____, 20____ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" MCDOT ALUMINUM CAP FLUSH AT THE WEST QUARTER CORNER OF SAID SECTION 6, FROM WHICH A 3" MCDOT BRASS CAP IN HAND HOLE AT THE NORTHWEST CORNER OF SAID SECTION 6, BEARS NORTH 0 DEGREES 22 MINUTES 33 SECONDS EAST, 2,275.55 FEET;

THENCE NORTH 0 DEGREES 22 MINUTES 33 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 320.47 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 0 DEGREES 22 MINUTES 33 SECONDS EAST, 996.94 FEET;

THENCE SOUTH 89 DEGREES 50 MINUTES 48 SECONDS EAST, 504.98 FEET;

THENCE SOUTH 0 DEGREES 06 MINUTES 10 SECONDS EAST, 982.76 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 26 SECONDS WEST, 402.58 FEET;

THENCE SOUTH 74 DEGREES 40 MINUTES 06 SECONDS WEST, 55.00 FEET;

THENCE NORTH 89 DEGREES 37 MINUTES 27 SECONDS WEST, 57.66 FEET TO THE POINT OF BEGINNING.

COMMUNITY ASSOCIATION RATIFICATION

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

IN WITNESS WHEREOF, PALOMA CREEK COMMUNITY ASSOCIATION, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 20____.

PALOMA CREEK COMMUNITY ASSOCIATION, INC.,
AN ARIZONA NON-PROFIT CORPORATION

BY:_____

ITS:_____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

ON THIS ____ DAY OF _____, 20____ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS MEASURED AND RECORDED IN BOOK 1317, PAGE 31 OF MARICOPA COUNTY RECORDS.

BEARING: NORTH 89 DEGREES 45 MINUTES 12 SECONDS WEST

PUBLIC NOTICE

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

RELEASE OF LIABILITY

MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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

OWNER DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

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

AVIGATION EASEMENT

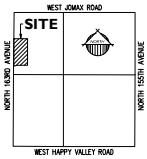
MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION, DOES HEREBY GRANT BARGAIN SELL AND CONVEY UNTO GRANTEE ITS SUCCESSORS AND ASSIGNS A NON-EXCLUSIVE PERPETUAL AND PERMANENT AVIGATION EASEMENT, OVER AND ACROSS THE PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT WILL INCLUDE BUT NOT BE LIMITED TO THE RIGHT TO FLY AIRCRAFT OVER THE EASEMENT AREA TOGETHER WITH ITS ATTENDANT NOISE VIBRATIONS FUMES DUST FUEL AND LUBRICANT PARTICLES AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM OR OPERATING AT LUKE AIR FORCE BASE GRANTOR WILL NOT ALLOW ANYTHING TO IMPEDE GRANTEES USE OF THIS AVIGATION EASEMENT.

MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION,

BY _____ DATE _____

GENERAL NOTES

1. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
2. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE AE AND ZONE X SHADED," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
3. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
4. PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
5. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
6. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
7. THE FINAL PLAT IS IN CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED UNDER FS18-150.
8. THE ZONING OF THE PROPERTY IS RM-9 PUD AS APPROVED UNDER CASE FS18-150, OR AS SUBSEQUENTLY AMENDED.



SECTION 6
T.4 N., R.1 W.
VICINITY MAP
NOT TO SCALE

OWNER

MERITAGE HOMES OF ARIZONA INC.
8800 EAST RAINTREE DRIVE, SUITE 300
SCOTTSDALE, AZ 85260
CONTACT: TROY HILL
Troy.Hill@meritagehomes.com

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: DANIEL ALMER, PE

SHEET INDEX

1. COVER SHEET
2. FINAL PLAT SHEET, LOT AREA TABLE, TRACT AREA & USAGE TABLE, CURVE TABLE AND LINE TABLE
3. FINAL PLAT PLAN SHEET AND DETAILS

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
LOTS 1-31	225,600	5.1790
TRACTS A – D	172,057	3.9499
RIGHT OF WAY	103,785	2.3826
GROSS AREA	501,442	11.5115

ZONING

THE ZONING OF THE PROPERTY IS RM-9 PUD AS APPROVED UNDER CASE FS18-150, OR AS SUBSEQUENTLY AMENDED.

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

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

_____ _____
MAYOR DATE

ATTEST: _____ _____
CITY CLERK DATE

CERTIFICATION

I, RAYMOND S. MUNOZ III, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST, 2020; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

RAYMOND S. MUNOZ III, RLS 53160
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
FAX: (480) 503-2258

DATE OF PREPARATION: 8/6/2020
DATE REVISED: 9/14/2021

1130 N. Alma School Rd. Suite 120
Mesa, AZ 85201 | P:480.833.2250
www.epsgroupinc.com

EPS GROUP

Paloma Creek Phase 2A
SURPRISE, ARIZONA
FINAL PLAT

Project:

Revisions:

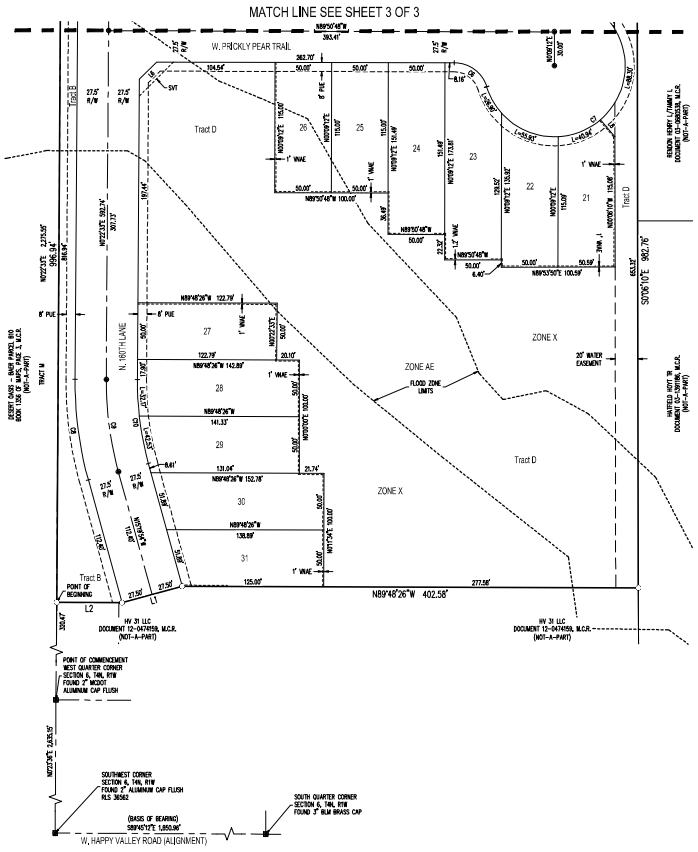
Drawn by: A.G.
Reviewed by: R.M.

RAYMOND S. MUNOZ III
53160
REGISTERED LAND SURVEYOR
9/14/21

Job No.
16-400.2
FP01
Sheet No.
1
of 3

FS 20-574

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LINE TABLE		
LINE	BEARING	LENGTH
L1	S74°40'58"W	55.00'
L2	N89°37'27"W	57.66'
L3	N51°36'16"W	33.95'

LINE TABLE		
LINE	BEARING	LENGTH
L4	N51°45'10"E	30.00'
L5	S45°15'53"W	21.25'
L6	N45°15'53"E	21.25'

LINE TABLE		
LINE	BEARING	LENGTH
L7	S44°44'07"E	21.17'
L8	N40°36'27"W	19.59'
L9	N44°50'48"W	15.62'

LINE TABLE		
LINE	BEARING	LENGTH
L10	N89°47'16"W	31.76'
L11	N25°53'48"W	39.60'
L12	N89°37'27"W	15.14'

LINE TABLE		
LINE	BEARING	LENGTH
L13	N89°37'27"W	36.67'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	86.18'	55.00'	89°46'36"	77.63'	S45°53'53"W
C2	296.30'	62.50'	271°37'45"	87.13'	N27°02'36"E
C3	9.91'	30.00'	18°56'30"	9.86'	N80°46'28"E
C4	38.07'	30.00'	72°42'17"	35.56'	N53°26'40"W
C5	9.91'	30.00'	18°56'29"	9.86'	N80°46'28"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C6	38.07'	30.00'	72°42'17"	35.56'	N53°26'40"W
C7	296.30'	62.50'	271°37'45"	87.13'	N27°02'36"E
C8	86.76'	327.50'	15°10'28"	86.50'	S07°26'40"E
C9	82.24'	300.00'	15°42'27"	81.99'	S07°26'40"E
C10	74.71'	272.50'	15°42'27"	74.47'	S07°26'40"E

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	12,597	0.2892
2	10,500	0.2410
3	10,500	0.2410
4	10,500	0.2410
5	10,500	0.2410
6	10,433	0.2395
7	11,644	0.2673
8	5,750	0.1320

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
9	5,750	0.1320
10	5,750	0.1320
11	5,750	0.1320
12	5,737	0.1317
13	5,745	0.1319
14	5,750	0.1320
15	5,750	0.1320
16	5,750	0.1320

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
17	5,750	0.1320
18	5,750	0.1320
19	5,685	0.1305
20	6,725	0.1544
21	6,076	0.1395
22	6,051	0.1389
23	8,073	0.1853
24	7,575	0.1739

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
25	5,750	0.1320
26	5,750	0.1320
27	6,139	0.1409
28	7,133	0.1637
29	6,847	0.1572
30	7,292	0.1674
31	6,597	0.1515

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
Tract A	LANDSCAPE AND OPEN SPACE	15,153	0.3479
Tract B	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT, ** WATER, SEWER AND EMERGENCY ACCESS EASEMENT AND DRAINAGE CHANNEL	15,673	0.3598
Tract C	LANDSCAPE, OPEN SPACE AND PUBLIC UTILITY EASEMENT	2,309	0.0530
Tract D	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT, AMENITY, DRAINAGE CHANNEL, PUBLIC ACCESS TRAIL, ** WATER EASEMENT AND ** EMERGENCY ACCESS EASEMENT	138,922	3.1892

NOTES

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

LEGEND

■	SECTION MONUMENT AS NOTED
●	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
○	SET REBAR W/ CAP RLS 51360
●	FOUND MONUMENT AS NOTED
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
LS	LAND SURVEYOR
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
VNAE	VEHICULAR NON-ACCESS EASEMENT
SVT	SIGHT VISIBILITY TRIANGLES
	PLAT BOUNDARY
	CENTER LINE
	LOT LINE
	RIGHT-OF-WAY
	EXISTING CENTER LINE
	EXISTING RIGHT-OF-WAY
	SECTION LINE
	EXISTING EASEMENT LINE
	PUBLIC UTILITY EASEMENT
	VEHICULAR NON-ACCESS EASEMENT LINE
	SIGHT VISIBILITY EASEMENT LINE
	WATER EASEMENT

NORTH

40 0 40 80
SCALE Feet

1130 N. Alma School Rd. Suite 120
Mesa, AZ 85201 | P.480.833.3790
www.epsgroupinc.com
EPS GROUP

Project: Paloma Creek Phase 2A
QUARTZSITE, ARIZONA
FINAL PLAT

Revisions:

Drawn by: A.G.
Reviewed by: R.M.

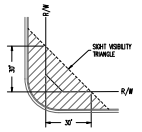
RAYMOND S. McMANUS
32760
Expires 3-31-22

Job No. 16-400.2
FP02
Sheet No. 2 of 3

FS 20-574

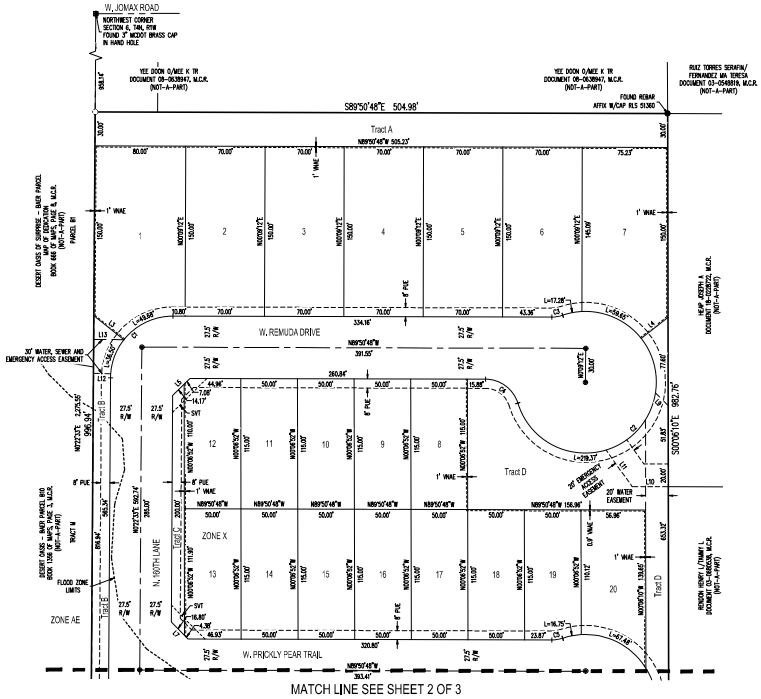
LEGEND

■	SECTION MONUMENT AS NOTED	———	PLAT BOUNDARY
●	SET BRASS CAP AT COMPLETION OF CONSTRUCTION	———	CENTER LINE
○	SET REBAR W/ CAP RLS 51360	———	LOT LINE
●	FOUND MONUMENT AS NOTED	———	RIGHT-OF-WAY
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION	———	EXISTING CENTER LINE
LS	LAND SURVEYOR	———	EXISTING RIGHT-OF-WAY
RLS	REGISTERED LAND SURVEYOR	———	SECTION LINE
PUE	PUBLIC UTILITY EASEMENT	———	EXISTING EASEMENT LINE
R/W	RIGHT-OF-WAY	———	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT	———	VEHICULAR NON-ACCESS EASEMENT LINE
SVT	SIGHT VISIBILITY TRIANGLES	———	SIGHT VISIBILITY EASEMENT LINE
		———	WATER EASEMENT

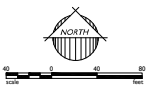


TYPICAL S.V.T. EASEMENT

LOCAL TO LOCAL STREET
N.T.S.
(PER CITY OF SURPRISE ENGINEERING DESIGN STANDARDS DETAIL 4-02)



MATCH LINE SEE SHEET 2 OF 3



EPS GROUP
1130 N. Alma School Rd. Suite 120
Mesa, AZ 85201 | P 480.833.3790
www.epsgroupinc.com

Project:
Paloma Creek Phase 2A
SURPRISE, ARIZONA
FINAL PLAT

Revisions:

Drawn by: A.G.
Reviewed by: R.M.

RAYMOND S. MUNCIE
22160
Expires 3-31-21

Job No.
16-400.2
FP03
Sheet No.
3
of 3

FS 20-574

Sep 14, 2021 - 2:33pm - C:\Users\agross\appdata\local\temp\AcPublish_12580\16-400.2 FP2A Plat.dwg
agross

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Tuesday, September 15, 2020 2:53 PM
To: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Cc: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; CHRISTIANSON, REGGIE A GS-13 USAF AETC 56 FW/CVE <reggie.christianson.1@us.af.mil>
Subject: RE: FS20-574 Paloma Creek Phase 2A - New Submittal 090920 (APN: 503-55-013B)

Hi Nichole,

Thank you for the opportunity to provide comments on the Paloma Creek Phase 2A Final Improvements Application. The site sits on approximately 14 acres of vacant land located East of 163rd Ave between Jomax Rd and Happy Valley Rd in Surprise, AZ. The project is for development of 31 single family homes with a density of 2.8 du/ac. The site falls approximately 3.5 miles outside the Aux-1 2004 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

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

The project, as described, is outside the above stated GDC and will not have a negative impact on Luke AFB flight operations. The site is located within the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. If this development is approved, we recommend you review the sound attenuation requirements found in A.R.S. § 28-8482.

Respectfully,

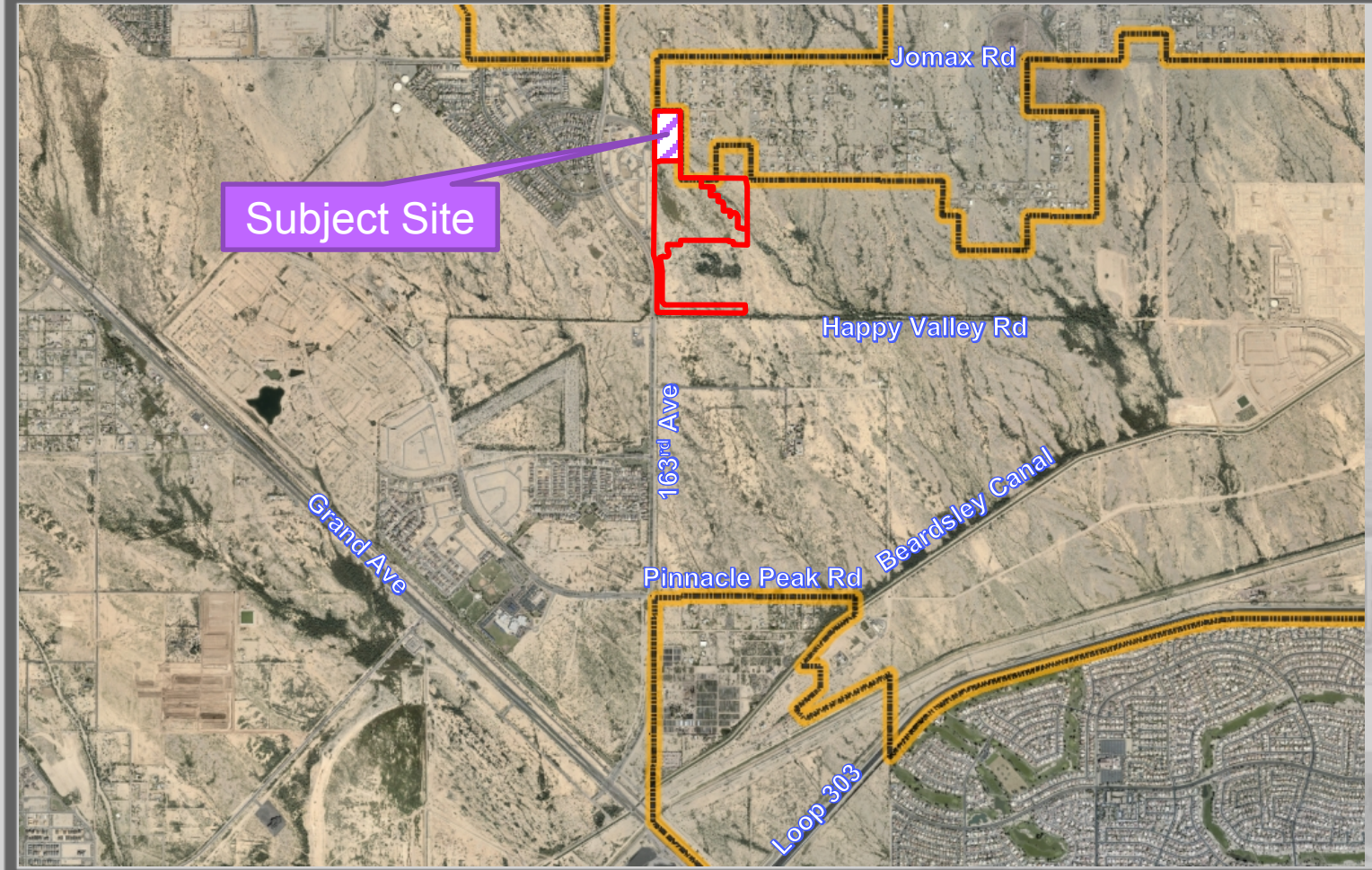
Mark

Mark James
Planning Manager, Community Initiatives Team
Luke AFB AZ 85309
Office: 623-856-9981
DSN: 896-9981

SURPRISE
ARIZONA

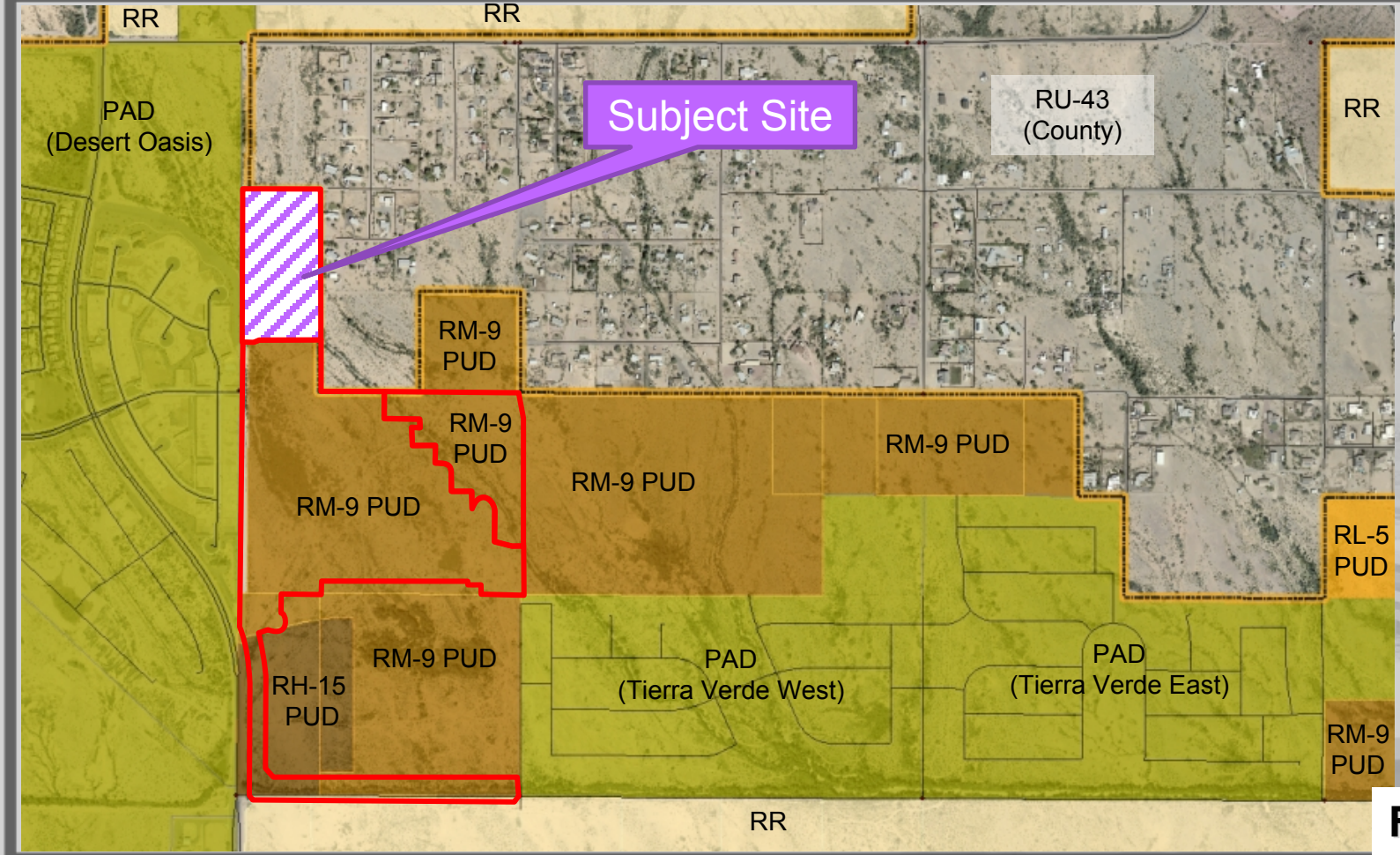
FS20-574
Paloma Creek Phase 2A Final Plat

City Council – October 19, 2021



VICINITY MAP

FS20-574

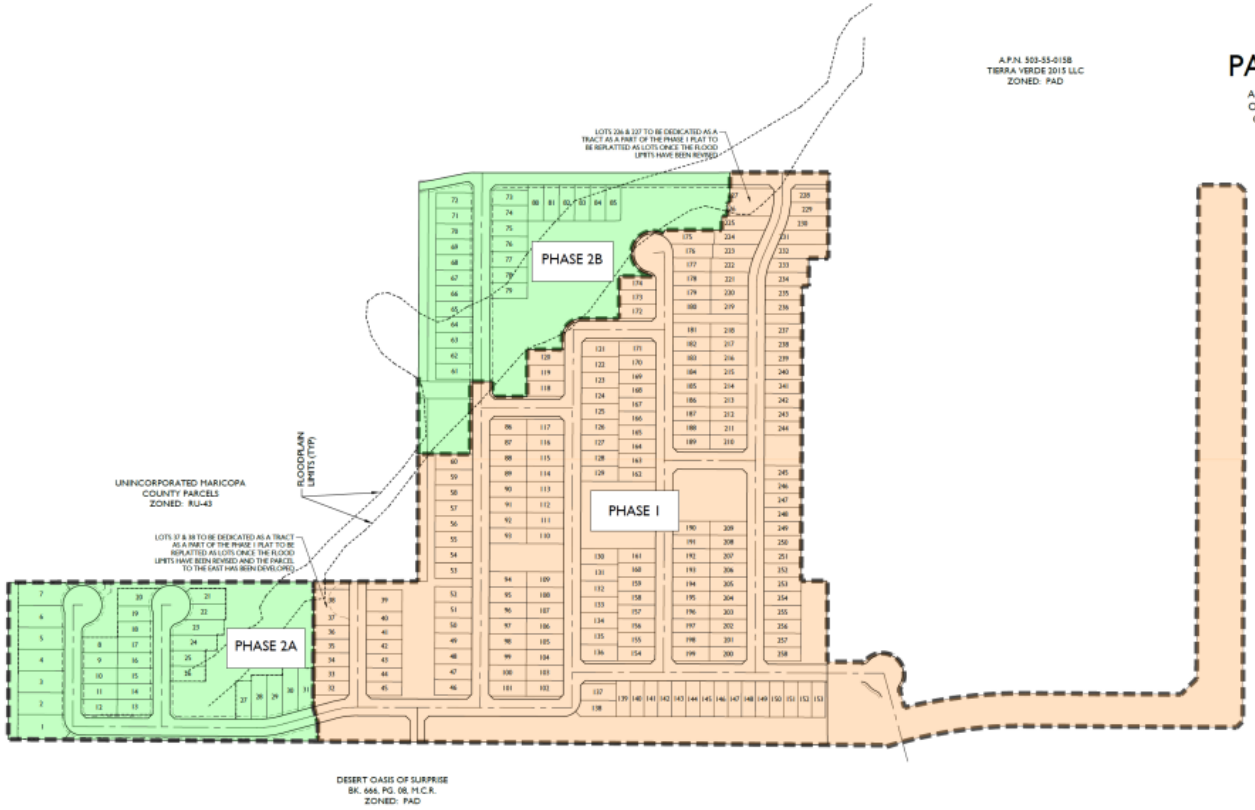


ZONING MAP

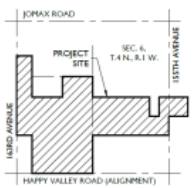
FS20-574

PHASING & SCOPE OF WORK EXHIBIT
FOR
PALOMA CREEK PHASE 1 & 2

A PORTION OF SECTION 6 AND THE NORTHWEST QUARTER OF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, T.4 N., R.1 W., GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP



PROJECT TEAM

DEVELOPER
MARBELLA CUSTOM HOMES
18835 N. THOMPSON PK PKWY., STE. 215
SCOTTSDALE, AZ 85255
TEL: (602) 469-8050
CONTACT: JOHN WITTROCK

DEVELOPER
K.A.V. GROUP, LLC
8530 E. VIA DEL SOL DRIVE
SCOTTSDALE, AZ 85255
TEL: (602) 499-9305
CONTACT: KENT XANDER

CONSULTANT:
EPS GROUP, INC.
1130 N. ALMA SCHOOL RD., STE. 300
MESA, AZ. 85240
TEL: (480) 503-2250
FAX: (480) 503-2258
CONTACT: DANIEL AUXIER, PE

FINAL PLAT

FS20-574

FINAL PLAT

Paloma Creek Phase 2A

A PORTION OF THE NORTHWEST QUARTER OF SECTION 6,
TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT HERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION, "OWNER", HAS SUBDIVIDED UNDER THE NAME "PALOMA CREEK PHASE 2A", A PORTION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "PALOMA CREEK PHASE 2A" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING THE SAME, AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THE PLAT AND EVERY LOT AND PARCEL INCLUDED IN SAID EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED OR OWNED WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OF PARCELS HEREIN DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY APPROPRIATE FORMAL COUNCIL ACTION.

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN EGGR EASEMENT OVER, UPON AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO PROVIDE WITH EGGRS, RUNES, SWELLS, AND PHYSICAL WARRANTIE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, A PUBLIC RECREATIONAL EASEMENT FOR PEDESTRIAN ACCESS, EQUINE ACCESS, BICYCLING, AND OTHER NON-MOTORIZED FORMS OF ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN ON THIS PLAT.

OWNER HEREBY GRANTS TO THE PUBLIC AN EASEMENT FOR RECREATION OVER, UPON, AND ACROSS THOSE AREAS AS DESIGNATED AS RECREATION TRAILS OR AREAS FOR THE PURPOSE OF ALLOWING THE PUBLIC ACCESS TO THE TRAIL SYSTEM.

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

HERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION

BY: _____ DATE: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES

LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" WIDOT ALUMINUM CAP FLUSH AT THE WEST QUARTER CORNER OF SAID SECTION 6, FROM WHICH A 2" WIDOT BRASS CAP IN HAND HOLE AT THE NORTHWEST CORNER OF SAID SECTION 6, BEARS NORTH 0 DEGREES 23 MINUTES 33 SECONDS EAST, 2,279.55 FEET;

THENCE NORTH 0 DEGREES 23 MINUTES 33 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 330.47 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 0 DEGREES 23 MINUTES 33 SECONDS EAST, 998.94 FEET;

THENCE SOUTH 89 DEGREES 36 MINUTES 48 SECONDS EAST, 504.80 FEET;

THENCE SOUTH 0 DEGREES 36 MINUTES 10 SECONDS EAST, 992.76 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 26 SECONDS WEST, 462.56 FEET;

THENCE SOUTH 74 DEGREES 46 MINUTES 08 SECONDS WEST, 99.00 FEET;

THENCE NORTH 89 DEGREES 31 MINUTES 27 SECONDS WEST, 57.66 FEET TO THE POINT OF BEGINNING.

COMMUNITY ASSOCIATION RATIFICATION

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

IN WITNESS WHEREOF, PALOMA CREEK COMMUNITY ASSOCIATION, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 20____.

PALOMA CREEK COMMUNITY ASSOCIATION, INC.,
AN ARIZONA NON-PROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS MEASURED AND RECORDED IN BOOK 1317, PAGE 31 OF MARICOPA COUNTY RECORDS.

BEARING: NORTH 89 DEGREES 48 MINUTES 12 SECONDS WEST

PUBLIC NOTICE

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

RELEASE OF LIABILITY

HERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE GSMF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, BY AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE, OVER, ON IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE GSMF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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

OWNER DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, BY AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, ON IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

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

AVIGATION EASEMENT

HERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION, DOES HEREBY GRANT ENGRAIN SELL AND CONVEY UNTO GRANTEE ITS SUCCESSORS AND ASSIGNS A NON-EXCLUSIVE PERPETUAL AND PERMANENT AVIGATION EASEMENT, OVER AND ACROSS THE PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE BUT NOT BE LIMITED TO THE RIGHT TO FLY AIRCRAFT OVER THE EASEMENT AREA TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES DUST FUEL AND LUBRICANT PARTICLES AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM OR OPERATING AT LUKE AIR FORCE BASE. GRANTOR WILL NOT ALLOW ANYTHING TO INFECE, DISPOSES USE OF THIS AVIGATION EASEMENT.

HERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION,

BY: _____ DATE: _____

GENERAL NOTES

1. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
2. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE AE AND ZONE X SHADED," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1315L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
3. IN ACCORDANCE WITH ARS § 9-463.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
4. PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS (A.R.S. AND 1474), WHEN APPLICABLE.
5. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
6. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
7. THE FINAL PLAT IS IN CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED UNDER PZ20-150.
8. THE ZONING OF THE PROPERTY IS RM-3 PAD AS APPROVED UNDER CASE PZ08-150, OR AS SUBSEQUENTLY AMENDED.

OWNER

HERITAGE HOMES OF ARIZONA INC.
1100 N. ALMA SCHOOL ROAD
MESA, ARIZONA 85201
TEL: (480) 503-2250
CONTACT: TROY MILLER

SECTION 6
T 4 N., R 1 W.

VICINITY MAP

NOT TO SCALE



ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
TEL: (480) 503-2250
FAX: (480) 503-2258
CONTACT: DANIEL ASHER, PE

SHEET INDEX

1. COVER SHEET
2. FINAL PLAT SHEET, LOT AREA TABLE, TRACT AREA & USAGE TABLE, CURVE TABLE AND LINE TABLE
3. FINAL PLAT PLAN SHEET AND DETAILS

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
LOTS 1–29	325,669	5.1760
TRACTS A – D	172,057	3.9499
RIGHT OF WAY	102,155	2.3535
GROSS AREA	591,442	13.3135

ZONING

THE ZONING OF THE PROPERTY IS RM-3 PAD AS APPROVED UNDER CASE PZ08-150, OR AS SUBSEQUENTLY AMENDED.

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

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

_____ _____
MAYOR DATE

ATTEST: _____ _____
CITY CLERK DATE

CERTIFICATION

I, RAYMOND S. WARNER III, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST, 2020; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

RAYMOND S. WARNER III, RLS 52868
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
FAX: (480) 503-2258

DATE OF PREPARATION: 8/6/2020
DATE REVISED: 9/14/2020

EPS GROUP
1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201 | 480.503.2250
w: eps-group.com | e: info@eps-group.com

Paloma Creek Phase 2A
A PORTION OF SECTION 6
FINAL PLAT

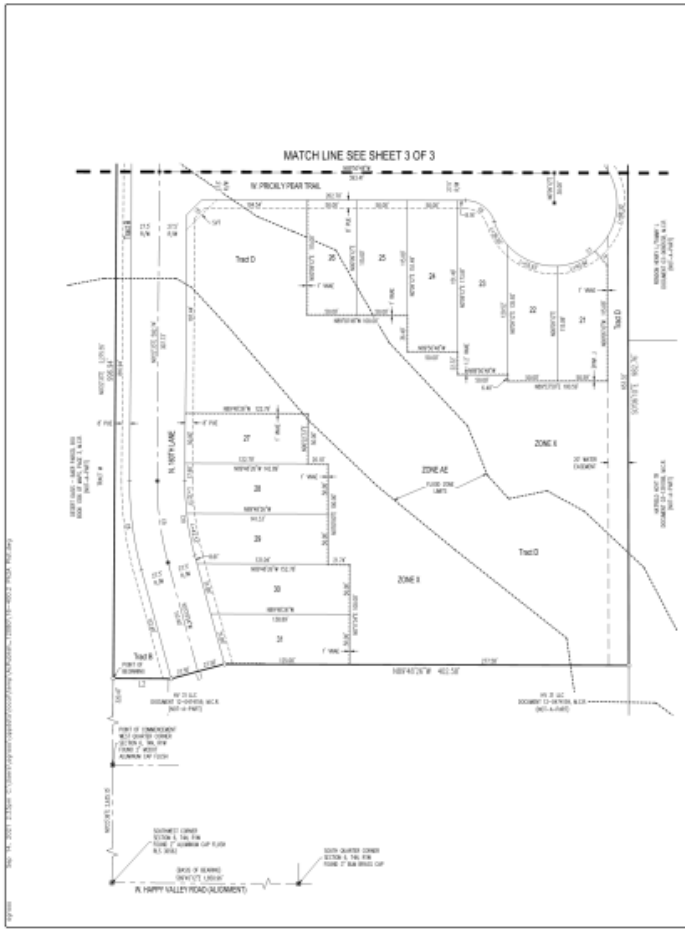
Drawn by: A.D.
Reviewed by: R.W.

Job No.
16-400.2
FP01
Sheet No.
1
of 3

FS20-574

FINAL PLAT

FS20-574



LINE TABLE		
LINE	BEARING	LENGTH
L1	S74°46'36"W	15.00'
L2	N89°07'37"W	51.66'
L3	N00°36'16"W	33.85'

LINE TABLE		
LINE	BEARING	LENGTH
L4	N01°45'55"E	33.85'
L5	S45°51'51"W	21.25'
L6	N45°51'51"E	21.25'

LINE TABLE		
LINE	BEARING	LENGTH
L7	S44°46'57"E	21.17'
L8	N89°36'37"W	19.56'
L9	N45°51'49"W	15.82'

LINE TABLE		
LINE	BEARING	LENGTH
L10	N89°07'36"W	31.76'
L11	N00°52'24"E	29.60'
L12	N89°07'37"W	61.44'

LINE TABLE		
LINE	BEARING	LENGTH
L13	N89°07'37"W	34.67'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	86.14'	55.00'	89°44'36"	77.62'	S45°51'51"W
C2	296.26'	42.00'	270°19'41"	83.12'	N52°52'38"E
C3	9.97'	20.00'	28°33'39"	9.86'	N89°36'28"E
C4	28.62'	20.00'	82°00'17"	26.24'	N03°53'46"W
C5	9.97'	20.00'	28°33'39"	9.86'	N89°36'28"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C6	58.07'	20.00'	174°07'17"	39.56'	N52°25'40"W
C7	296.26'	42.00'	270°19'41"	83.12'	N52°52'38"E
C8	89.78'	20.00'	174°07'38"	39.92'	S07°58'49"E
C9	83.24'	20.00'	174°07'17"	39.96'	N77°25'49"E
C10	74.77'	20.00'	174°07'17"	74.47'	N07°58'49"E

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	10,787	0.2500
2	10,500	0.2411
3	10,500	0.2411
4	10,500	0.2411
5	10,500	0.2411
6	10,453	0.2336
7	11,644	0.2673
8	5,750	0.1320

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
9	5,750	0.1320
10	5,750	0.1320
11	5,750	0.1320
12	5,757	0.1321
13	5,750	0.1320
14	5,750	0.1320
15	5,750	0.1320
16	5,750	0.1320

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
17	5,750	0.1320
18	5,750	0.1320
19	5,665	0.1301
20	6,725	0.1544
21	6,609	0.1517
22	6,651	0.1527
23	6,613	0.1518
24	7,575	0.1739

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
25	5,750	0.1320
26	5,750	0.1320
27	6,139	0.1409
28	7,133	0.1637
29	6,847	0.1572
30	7,282	0.1672
31	4,567	0.1048

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
Tract A	LANDSCAPE AND OPEN SPACE	15,653	0.3594
Tract B	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT, ** WATER, SEWER AND EMERGENCY ACCESS EASEMENT AND DRAINAGE CHANNEL	15,653	0.3594
Tract C	LANDSCAPE, OPEN SPACE AND PUBLIC UTILITY EASEMENT	2,306	0.0529
Tract D	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT, ANDRTL DRAINAGE CHANNEL, PUBLIC ACCESS TRAIL, ** WATER EASEMENT AND ** EMERGENCY ACCESS EASEMENT	158,332	3.6352

NOTES

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

LEGEND

- ● SECTION MONUMENT AS NOTED
- ✦ SET BRASS CAP AT COMPLETION OF CONSTRUCTION
- ○ SET REBAR W/ CAP RLS 31260
- ★ FOUND MONUMENT AS NOTED
- MCDOT MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
- LS LAND SURVEYOR
- RLS REGISTERED LAND SURVEYOR
- PUE PUBLIC UTILITY EASEMENT
- R/W RIGHT-OF-WAY
- VNAE VEHICULAR NON-ACCESS EASEMENT
- SVT SIGHT VISIBILITY TRIANGLES
- PLAT BOUNDARY
- CENTER LINE
- LOT LINE
- RIGHT-OF-WAY
- EXISTING CENTER LINE
- EXISTING RIGHT-OF-WAY
- SECTION LINE
- EXISTING EASEMENT LINE
- PUBLIC UTILITY EASEMENT
- VEHICULAR NON-ACCESS EASEMENT LINE
- SIGHT VISIBILITY EASEMENT LINE
- WATER EASEMENT

NORTH

EPS GROUP

Project: Paloma Creek Phase 2A

FINAL PLAT

Revisions

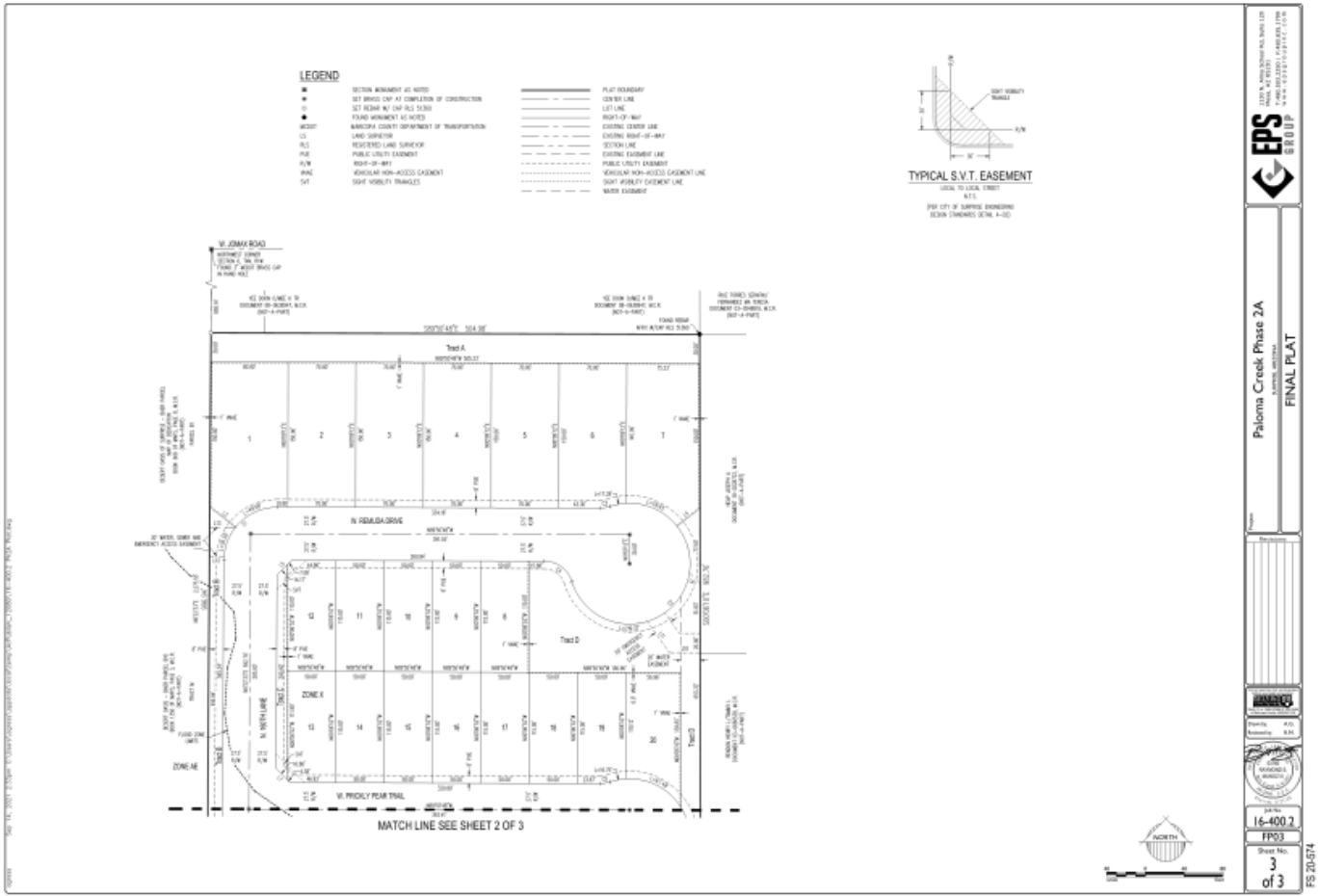
Drawn by: AJG
Reviewed by: BJR

Job No. 16-400.2
FP02
Sheet No. 2 of 3

FS 20-574

FINAL PLAT

FS20-574



FINAL PLAT

FS20-574

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 2021 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Paloma Creek Phase 2B" an approximately 11.6 acre property generally located north of Happy Valley Road and east of 163rd Avenue; Case FS20-575.

Motion:
I move to approve the Final Plat entitled, "Paloma Creek Phase 2B" subject to an amended Release of Liability that includes language expressly indemnifying the US Air Force for Luke AFB flight operations.

Background:
EPS Group, on behalf of Meritage Homes, Inc., requests approval of the Final Plat for Paloma Creek Phase 2B. The subject property is approximately 11.6 acres and is located north of Happy Valley Road and east of 163rd Avenue. The subject property is zoned RM-9 PUD. The applicant proposes 25 single-family lots for a total gross density of 2.15 dwelling units per acre. The proposed Final Plat is in compliance with the approved Paloma Creek PUD and Preliminary Plat, both approved under case FS18-150.

Objective Analysis:
Approval of the proposed Final Plat will allow the owner ability to subdivide the property as proposed. Denial of the proposed Final Plat will prevent the property from being subdivided as proposed.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more.

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 - FS20-575 Paloma Creek Phase 2B Final Plat - CC Staff Report - 10-19-21
2. 01 - FS20-575 Paloma Creek Phase 2B Final Plat Vicinity Map
3. 02 - FS20-575 Paloma Creek Phase 2B Final Plat Zoning Map
4. 03 - FS20-575 Paloma Creek - Phase 2B - Final Plat
5. 04 - FS20-575 Luke AFB Comments
6. FS20-575 Paloma Creek Phase 2B Final Plat PowerPoint - 10-19-21 CC

SURPRISE
ARIZONA

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: **FS20-575**

Project Name: Paloma Creek Phase 2B Final Plat

Council District: 1 - Acacia

City Council Date: **October 19, 2021**

Planner: Robert H. Kuhfuss, AICP

Owner/Applicant: Meritage Homes of Arizona, Inc.

Request: Consideration and action regarding the Final Plat entitled, "Paloma Creek Phase 2B"

Site Location: Generally, north of Happy Valley Road and east of 163rd Avenue

Site Size: 11.6 acres (approx.)

Density: 2.15 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the RM-9 PUD zoning district as approved under case FS18-150.
- The Final Plat is consistent with the Preliminary Plat as approved under case FS18-150.

Alternative Actions: Approval of the proposed Final Plat will allow owner the ability to subdivide the property as proposed.

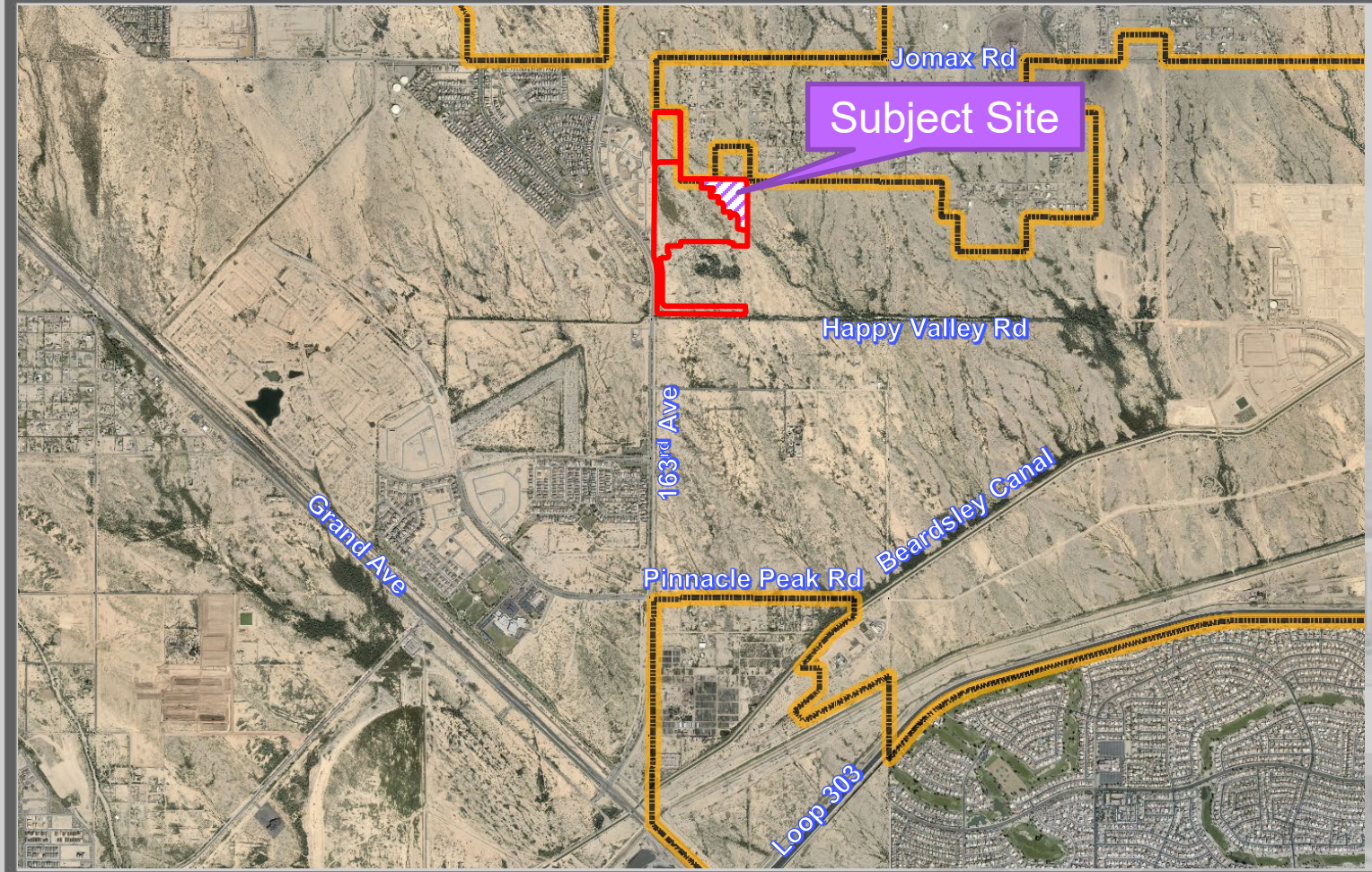
Deny: Denial of the proposed Final Plat will prevent the property from being subdivided as proposed.

Additional Information:

EPS Group, on behalf of Meritage Homes, Inc., requests approval of the Final Plat for Paloma Creek Phase 2B. The subject property is approximately 11.6 acres and is located north of Happy Valley Road and east of 163rd Avenue. The subject property is zoned RM-9 PUD. The applicant proposes 25 single-family lots for a total gross density of 2.15 dwelling units per acre. The proposed Final Plat is in compliance with the approved Paloma Creek PUD and Preliminary Plat, both approved under case FS18-150.

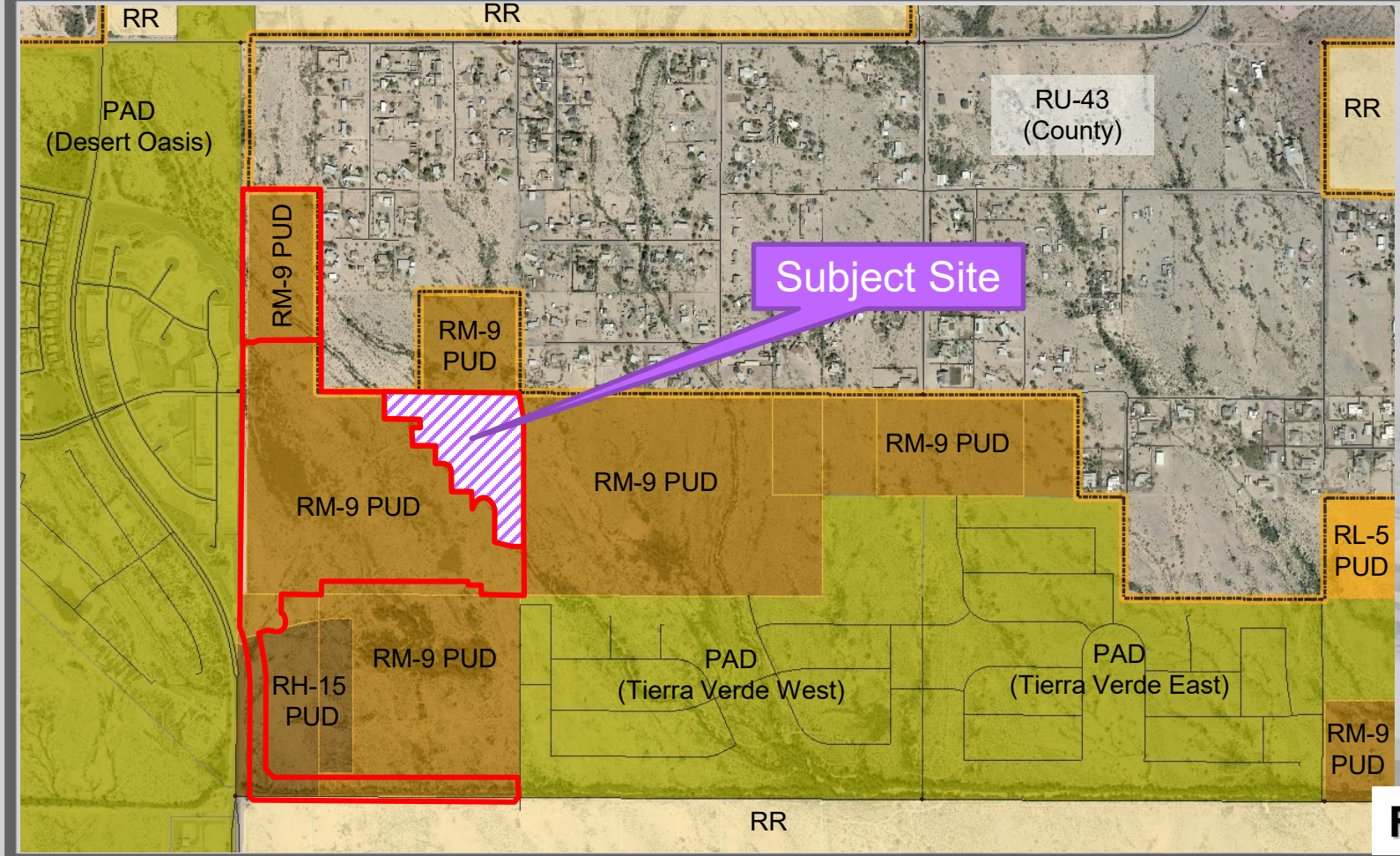
Attachments:

01 – Vicinity Map
02 – Zoning Map
03 – Final Plat
04 – Luke AFB Letter



VICINITY MAP

FS20-575



ZONING MAP

FS20-575

FINAL PLAT

Paloma Creek Phase 2B

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6,
TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA } ss
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION, "OWNER", HAS SUBDIVIDED UNDER THE NAME "PALOMA CREEK PHASE 2B", A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "PALOMA CREEK PHASE 2B" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING THE SAME, AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR AND NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

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

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, A PUBLIC RECREATION/TRAIL EASEMENT FOR PEDESTRIAN ACCESS, EQUINE ACCESS, BICYCLING, AND OTHER NON-MOTORIZED FORMS OF ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN IN THIS PLAT.

OWNER HEREBY GRANTS TO THE PUBLIC AN EASEMENT FOR RECREATION OVER, UPON, AND ACROSS THOSE AREAS AS DESIGNATED AS RECREATION TRAILS OR AREAS FOR THE PURPOSE OF ALLOWING THE PUBLIC ACCESS TO THE TRAIL SYSTEM.

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

MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA } ss
COUNTY OF MARICOPA }

ON THIS ____ DAY OF _____, 20____ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

COMMUNITY ASSOCIATION RATIFICATION

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

IN WITNESS WHEREOF, PALOMA CREEK COMMUNITY ASSOCIATION, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 20____.

PALOMA CREEK COMMUNITY ASSOCIATION, INC.,
AN ARIZONA NON-PROFIT CORPORATION

BY:_____

ITS:_____

ACKNOWLEDGMENT

STATE OF ARIZONA } ss
COUNTY OF MARICOPA }

ON THIS ____ DAY OF _____, 20____ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

PUBLIC NOTICE

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

AVIGATION EASEMENT

MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION DOES HEREBY GRANT BARGAIN SELL AND CONVEY UNTO GRANTEE ITS SUCCESSORS AND ASSIGNS A NON-EXCLUSIVE PERPETUAL AND PERMANENT AVIGATION EASEMENT, OVER AND ACROSS THE PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT WILL INCLUDE BUT NOT BE LIMITED TO THE RIGHT TO FLY AIRCRAFT OVER THE EASEMENT AREA TOGETHER WITH ITS ATTENDANT NOISE VIBRATIONS FUMES DUST FUEL AND LUBRICANT PARTICLES AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM OR OPERATING AT LUKE AIR FORCE BASE GRANTOR WILL NOT ALLOW ANYTHING TO IMPEDE GRANTEES USE OF THIS AVIGATION EASEMENT.

MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION

BY _____ DATE _____

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS MEASURED AND RECORDED IN BOOK 1317, PAGE 31 OF MARICOPA COUNTY RECORDS.

BEARING: NORTH 89 DEGREES 45 MINUTES 12 SECONDS WEST

RELEASE OF LIABILITY

MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

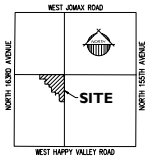
OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY.

OWNER DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

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

GENERAL NOTES

1. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
2. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE AE AND ZONE X SHADED," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C2210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
3. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
4. PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS (#1751 AND 1470), WHEN APPLICABLE.
5. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
6. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
7. THE FINAL PLAT IS IN CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED UNDER FS18-150.
8. THE ZONING OF THE PROPERTY IS RM-9 PUD AS APPROVED UNDER CASE FS18-150, OR AS SUBSEQUENTLY AMENDED.



SECTION 6
T.4 N., R.1 W.
VICINITY MAP
NOT TO SCALE

OWNER

MERITAGE HOMES OF ARIZONA INC.
8800 EAST RAINTREE DRIVE, SUITE 300
SCOTTSDALE, AZ 85260
CONTACT: TROY HILL
Troy.Hill@meritagehomes.com

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: DANIEL ALMER, PE

SHEET INDEX

1. COVER SHEET
2. FINAL PLAT SHEET, LOT AREA TABLE, TRACT AREA & USAGE TABLE, CURVE TABLE AND LINE TABLE
3. FINAL PLAT PLAN SHEET, LEGAL DESCRIPTION AND DETAILS

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
LOTS 61 – 85 (25 LOTS)	149,281	3.4270
TRACTS A – G	278,563	6.3956
RIGHT OF WAY	75,524	1.7338
GROSS AREA	503,398	11.5564

ZONING

THE ZONING OF THE PROPERTY IS RM-9 PUD AS APPROVED UNDER CASE FS18-150, OR AS SUBSEQUENTLY AMENDED.

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

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

_____ _____
MAYOR DATE

ATTEST: _____ _____
CITY CLERK DATE

CERTIFICATION

I, RAYMOND S. MUNOZ III, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST, 2020; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

RAYMOND S. MUNOZ III, RLS 53160
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
FAX: (480) 503-2258

DATE OF PREPARATION: 8/6/2020
DATE REVISED: 9/14/2021

1130 N. Alma School Rd. Suite 120
Mesa, AZ 85201 | P:480.833.2250
www.epsgroupinc.com

EPS GROUP

Paloma Creek Phase 2B
SURPRISE, ARIZONA
FINAL PLAT

Project:

Revisions:

Drawn by: A.G.
Reviewed by: R.M.

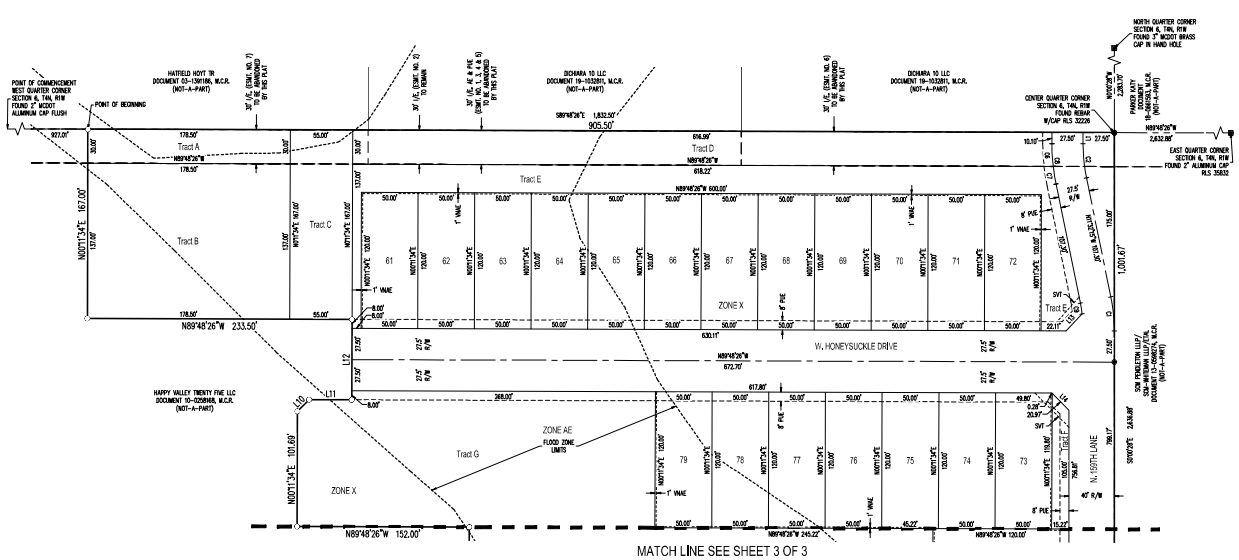
RAYMOND S. MUNOZ III
53160
REGISTERED LAND SURVEYOR
Expires: 9/30/21

Job No.
16-400.2
FP01

Sheet No.
1
of 3

FS 20-575

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LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
61	6,000	0.1377
62	6,000	0.1377
63	6,000	0.1377
64	6,000	0.1377
65	6,000	0.1377

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
66	6,000	0.1377
67	6,000	0.1377
68	6,000	0.1377
69	6,000	0.1377
70	6,000	0.1377

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
71	6,000	0.1377
72	6,000	0.1377
73	6,000	0.1377
74	6,000	0.1377
75	6,000	0.1377

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
76	6,000	0.1377
77	6,000	0.1377
78	6,000	0.1377
79	6,000	0.1377
80	6,025	0.1383

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
81	6,000	0.1377
82	6,000	0.1377
83	5,752	0.1320
84	5,756	0.1321
85	5,748	0.1320

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°00'28"E	10.00'
L2	S89°59'32"W	50.00'
L3	N89°48'26"W	45.00'
L4	N00°11'34"E	8.70'
L5	N89°48'26"W	45.00'
L6	N00°11'34"E	17.99'
L7	N89°48'26"W	45.00'
L8	N62°54'47"W	13.09'
L9	N89°48'26"W	36.73'
L10	N43°11'34"E	14.59'
L11	S89°48'26"E	37.56'
L12	N00°11'34"E	71.00'
L13	N43°31'22"E	20.45'
L14	S44°54'27"E	21.25'
L15	N44°54'27"W	7.08'

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
Tract A	LANDSCAPE, OPEN SPACE, DRAINAGE CHANNEL, INGRESS / EGRESS EASEMENT AND PUBLIC ACCESS TRAIL	5,355	0.1229
Tract B	LANDSCAPE, OPEN SPACE, DRAINAGE CHANNEL AND PUBLIC ACCESS TRAIL	24,455	0.5614
Tract C	LANDSCAPE, OPEN SPACE, DRAINAGE CHANNEL, AND PUBLIC ACCESS TRAIL	9,185	0.2109
Tract D	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT, INGRESS / EGRESS EASEMENT AND PUBLIC ACCESS TRAIL	18,519	0.4251
Tract E	LANDSCAPE, OPEN SPACE AND ** PUBLIC UTILITY EASEMENT	19,580	0.4497
Tract F	LANDSCAPE, OPEN SPACE AND ** PUBLIC UTILITY EASEMENT	1,889	0.0388
Tract G	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT AND DRAINAGE CHANNEL AND PUBLIC ACCESS TRAIL	199,800	4.5868

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	30.18'	150.00'	11°31'46"	30.13'	N05°46'21"W
C2	30.18'	150.00'	11°31'46"	30.13'	S05°46'21"E
C3	230.28'	70.00'	188°27'59"	139.88'	N01°08'47"W
C4	12.96'	22.00'	33°45'54"	12.78'	N29°07'11"E
C5	98.96'	63.00'	90°00'00"	89.10'	N44°48'26"W
C6	19.95'	177.50'	6°26'23"	19.94'	S03°31'40"E
C7	15.77'	177.50'	5°05'24"	15.76'	S08°59'33"E
C8	35.72'	177.50'	11°31'46"	35.66'	S05°46'21"E
C9	9.64'	122.50'	4°30'34"	9.64'	N00°16'08"W

LEGEND

■	SECTION MONUMENT AS NOTED
●	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
○	SET REBAR W/ CAP RLS 51360
●	FOUND MONUMENT AS NOTED
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
LS	LAND SURVEYOR
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
VNAE	VEHICULAR NON-ACCESS EASEMENT
SVT	SIGHT VISIBILITY TRIANGLES
	PLAT BOUNDARY
	CENTER LINE
	LOT LINE
	RIGHT-OF-WAY
	EXISTING CENTER LINE
	EXISTING RIGHT-OF-WAY
	SECTION LINE
	EXISTING EASEMENT LINE
	PUBLIC UTILITY EASEMENT
	VEHICULAR NON-ACCESS EASEMENT LINE
	SIGHT VISIBILITY EASEMENT LINE
	WATER EASEMENT

NOTES

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

EXISTING EASEMENTS

THE PLAT WILL ABANDONED EASEMENT NUMBER 1, 3, 4, 5 ,6 AND 7, KEEPING IN PLACE EASEMENT NUMBER 2 FOR INGRESS AND EGRESS.

1. INGRESS AND EGRESS EASEMENT 85-151641 AND 85-156843, M.C.R.
2. INGRESS AND EGRESS EASEMENT 85-173278, M.C.R.
3. INGRESS, EGRESS AND ACCESS EASEMENT 2004-0842343, 2004-0842346 AND 2004-0842349, M.C.R.
4. INGRESS, EGRESS AND PUBLIC UTILITIES EASEMENT 85-249602, M.C.R.
5. ALL MATTERS AS SET FORTH IN RESULTS OF SURVEY, RECORDED AS BOOK 699 OF MAPS, PAGE 19, M.C.R.
6. INGRESS AND EGRESS EASEMENT DOCKET 15600, PAGE 1056, M.C.R.
7. INGRESS AND EGRESS EASEMENT DOCKET 15600, PAGE 1057, M.C.R.

NORTH

SCALE: 1" = 40' (0, 40, 80 feet)

EPS GROUP
1130 N. Alma School Rd. Suite 120
Mesa, AZ 85201 | P.480.833.3790
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Paloma Creek Phase 2B
QUARTZ SITE, ARIZONA
FINAL PLAT

Revisions:

Drawn by: A.G.
Reviewed by: R.M.

RAYMOND S. MUNCIE
32760
CERTIFICATE NUMBER
EXPIRES 9/30/21

Job No. 16-400.2
FP02
Sheet No. 2 of 3

FS 20-575

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LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" MCDOT ALUMINUM CAP FLUSH AT THE WEST QUARTER CORNER OF SAID SECTION 6, FROM WHICH A REBAR WITH CAP RLS 32226 AT THE CENTER QUARTER CORNER OF SAID SECTION 6, BEARS SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST, 1,853.50 FEET;

THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 927.01 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST, 905.50 FEET TO THE CENTER QUARTER CORNER;

THENCE SOUTH 0 DEGREES 00 MINUTES 28 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 1,001.67 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 32 SECONDS WEST, 50.00 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 26 SECONDS WEST, 45.00 FEET;

THENCE NORTH 0 DEGREES 11 MINUTES 34 SECONDS EAST, 8.70 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 26 SECONDS WEST, 45.00 FEET;

THENCE NORTH 0 DEGREES 11 MINUTES 34 SECONDS EAST, 17.99 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 26 SECONDS WEST, 45.00 FEET;

THENCE NORTH 0 DEGREES 11 MINUTES 34 SECONDS EAST, 182.43 FEET;

THENCE NORTH 62 DEGREES 54 MINUTES 47 SECONDS WEST, 13.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 62 DEGREES 54 MINUTES 47 SECONDS WEST A DISTANCE OF 70.50 FEET;

THENCE NORTHWESTERLY 239.28 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 194 DEGREES 27 MINUTES 59 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 22.00 FEET;

THENCE SOUTHWESTERLY 12.96 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33 DEGREES 45 MINUTES 54 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 0 DEGREES 11 MINUTES 34 SECONDS EAST, 105.88 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 26 SECONDS WEST, 137.00 FEET;

THENCE NORTH 0 DEGREES 11 MINUTES 34 SECONDS EAST, 120.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 63.00 FEET;

THENCE NORTHWESTERLY 98.96 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE NORTH 89 DEGREES 48 MINUTES 26 SECONDS WEST, 36.73 FEET;

THENCE NORTH 0 DEGREES 11 MINUTES 34 SECONDS EAST, 112.00 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 26 SECONDS WEST, 152.00 FEET;

THENCE NORTH 0 DEGREES 11 MINUTES 34 SECONDS EAST, 101.69 FEET;

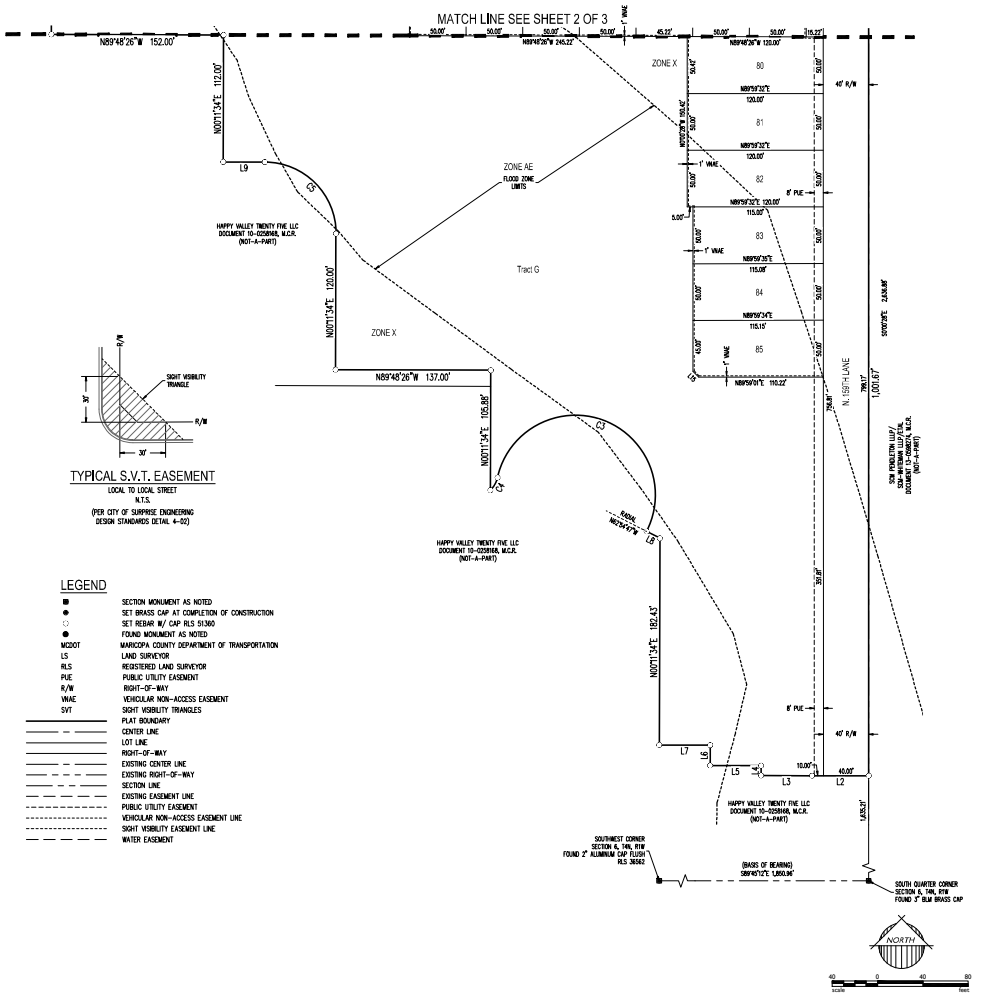
THENCE NORTH 45 DEGREES 11 MINUTES 34 SECONDS EAST, 14.59 FEET;

THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST, 37.56 FEET;

THENCE NORTH 0 DEGREES 11 MINUTES 34 SECONDS EAST, 71.00 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 26 SECONDS WEST, 233.50 FEET;

THENCE NORTH 0 DEGREES 11 MINUTES 34 SECONDS EAST, 167.00 FEET TO THE POINT OF BEGINNING.



TYPICAL S.V.T. EASEMENT

LOCAL TO LOCAL STREET
N.T.S.
(PER CITY OF SURPRISE ENGINEERING DESIGN STANDARDS DETAIL 4-02)

LEGEND

■	SECTION MONUMENT AS NOTED
●	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
○	SET REBAR W/ CAP RLS 51360
●	FOUND MONUMENT AS NOTED
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
LS	LAND SURVEYOR
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
VNAE	VEHICULAR NON-ACCESS EASEMENT
SVT	SIGHT VISIBILITY TRIANGLES
	PLAT BOUNDARY
	CENTER LINE
	LOT LINE
	RIGHT-OF-WAY
	EXISTING CENTER LINE
	EXISTING RIGHT-OF-WAY
	SECTION LINE
	EXISTING EASEMENT LINE
	PUBLIC UTILITY EASEMENT
	VEHICULAR NON-ACCESS EASEMENT LINE
	SIGHT VISIBILITY EASEMENT LINE
	WATER EASEMENT

EPS GROUP
1130 N. Alma School Rd. Suite 120
Mesa, AZ 85201 | P 480.833.3790
www.epsgroupinc.com

Paloma Creek Phase 2B
SURPRISE, ARIZONA

FINAL PLAT

Revisions:

Drawn by: A.G.
Reviewed by: R.M.

RAYMOND S. MUNOZ III
32760
CERTIFICATE EXPIRES 09/30/2022
REGISTERED LAND SURVEYOR

Job No. 16-400.2
FP03
Sheet No. 3 of 3

FS 20-575

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From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Tuesday, September 15, 2020 3:07 PM
To: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Cc: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; CHRISTIANSON, REGGIE A GS-13 USAF AETC 56 FW/CVE <reggie.christianson.1@us.af.mil>
Subject: RE: FS20-575 Paloma Creek Phase 2B - New Submittal 090920 (APN: 503-55-012D, 503-55-012F,503-55-012G)

Hi Nichole,

Thank you for the opportunity to provide comments on the Paloma Creek Phase 2B Final Improvements Application. The site sits on approximately 11 acres of vacant land located East of 163rd Ave between Jomax Rd and Happy Valley Rd in Surprise, AZ. The project is for development of 25 single family homes with a density of 2.3 du/ac. The site falls approximately 3.5 miles outside the Aux-1 2004 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

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

The project, as described, is outside the above stated GDC and will not have a negative impact on Luke AFB flight operations. The site is located within the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. If this development is approved, we recommend you review the sound attenuation requirements found in A.R.S. § 28-8482.

Respectfully,

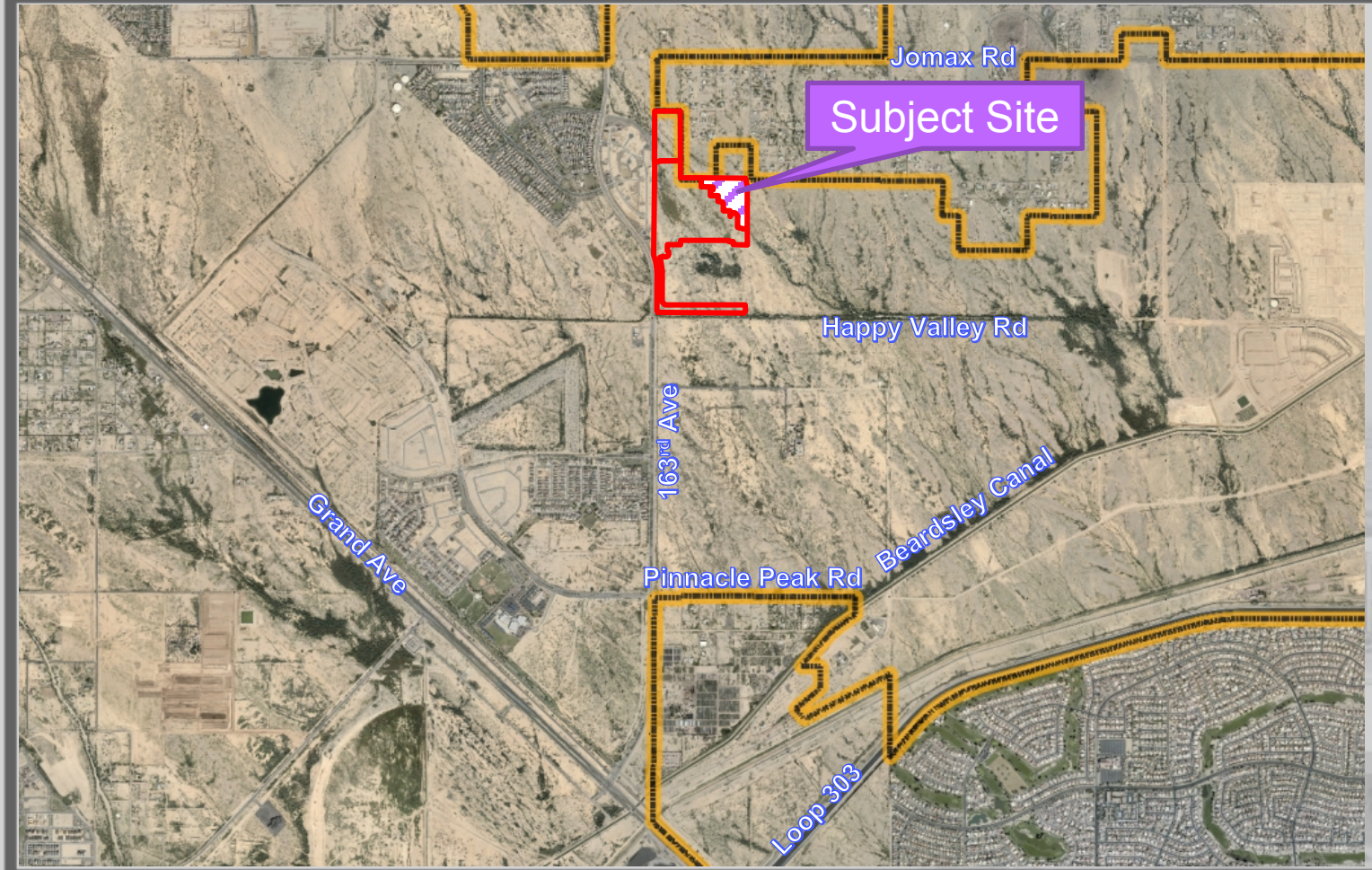
Mark

Mark James
Planning Manager, Community Initiatives Team
Luke AFB AZ 85309
Office: 623-856-9981
DSN: 896-9981

SURPRISE
ARIZONA

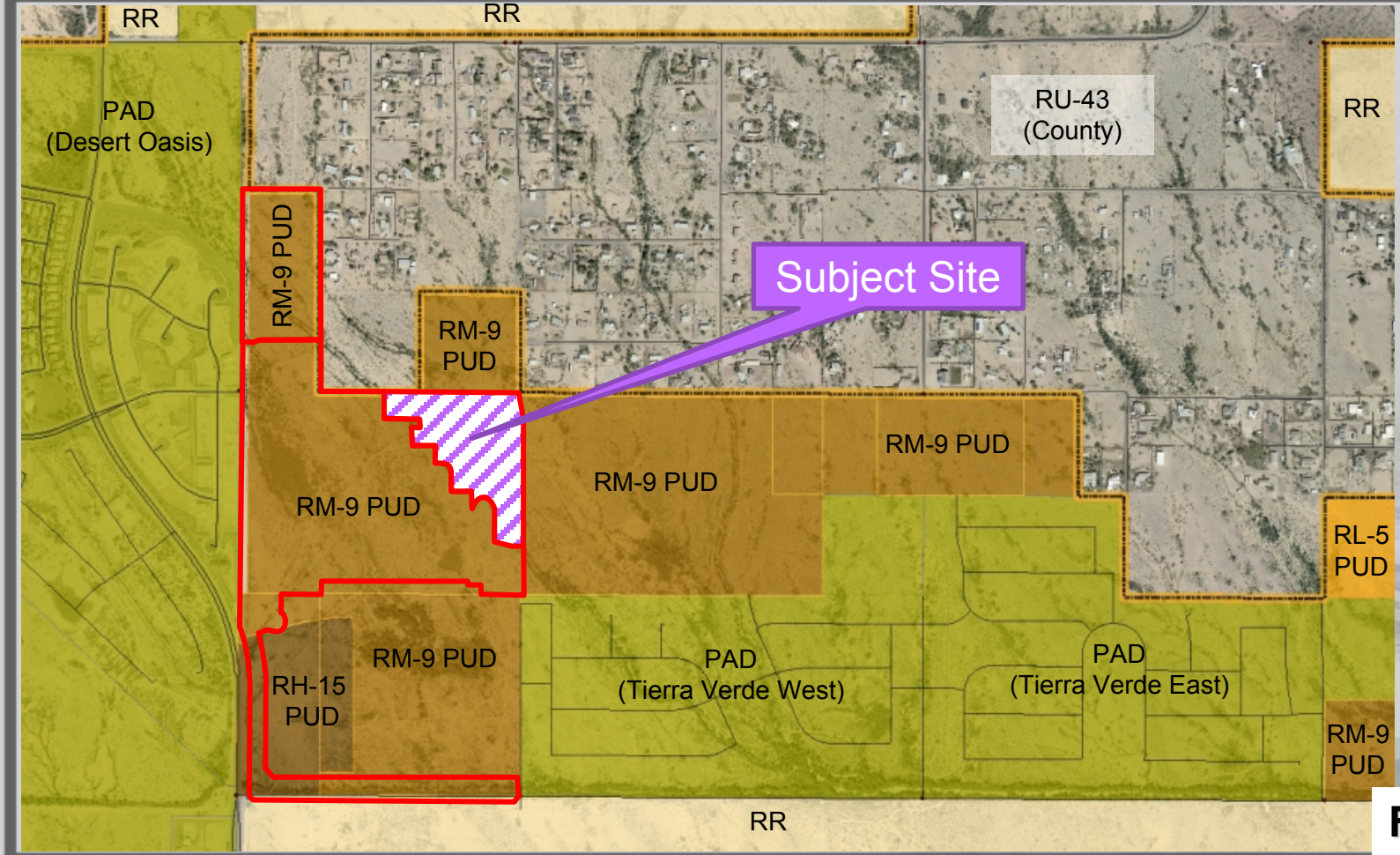
FS20-575
Paloma Creek Phase 2B Final Plat

City Council – October 19, 2021



VICINITY MAP

FS20-575

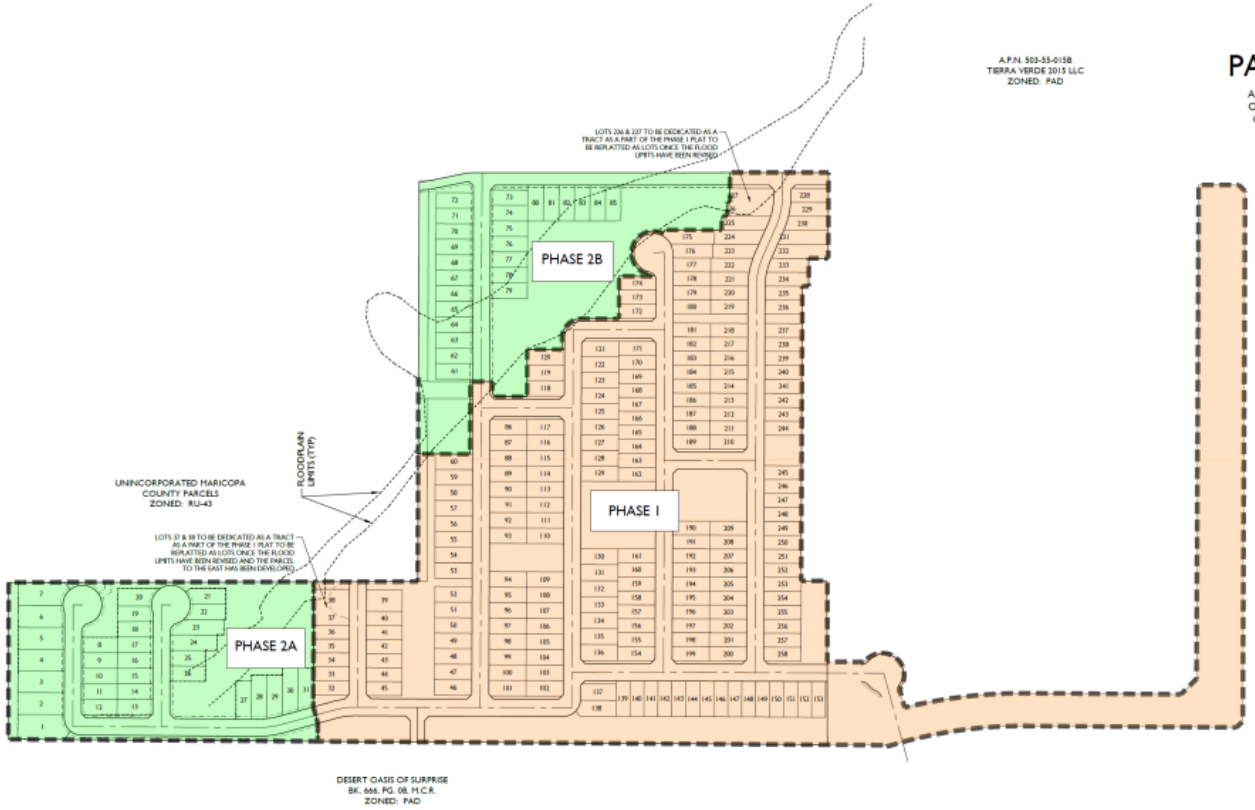


ZONING MAP

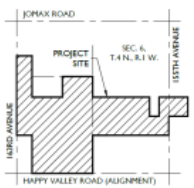
FS20-575

PHASING & SCOPE OF WORK EXHIBIT
FOR
PALOMA CREEK PHASE 1 & 2

A PORTION OF SECTION 6 AND THE NORTHWEST QUARTER OF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, T.4 N., R.1 W., GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP



PROJECT TEAM

DEVELOPER
MARBELLA CUSTOM HOMES
18835 N. THOMPSON PK PKWY., STE. 215
SCOTTSDALE, AZ 85255
TEL: (602) 469-8050
CONTACT: JOHN WITTROCK

DEVELOPER
K.A.V. GROUP, LLC
8530 E. VIA DEL SOL DRIVE
SCOTTSDALE, AZ 85255
TEL: (602) 499-9305
CONTACT: KENT XANDER

CONSULTANT:
EPS GROUP, INC.
1130 N. ALMA SCHOOL RD., STE. 300
MESA, AZ. 85240
TEL: (480) 503-2250
FAX: (480) 503-2258
CONTACT: DANIEL AUXIER, PE

FINAL PLAT

FS20-575

FINAL PLAT

Paloma Creek Phase 2B

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6,
TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT HERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION, "OWNER", HAS SUBDIVIDED UNDER THE NAME "PALOMA CREEK PHASE 2B", A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "PALOMA CREEK PHASE 2B" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING THE SAME, AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION, HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MAKES/MAKE'S ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

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

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, A PUBLIC RECREATIONAL EASEMENT FOR PEDESTRIAN ACCESS, EQUINE ACCESS, BICYCLING, AND OTHER NON-MOTORIZED FORMS OF ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN IN THIS PLAT.

OWNER HEREBY GRANTS TO THE PUBLIC AN EASEMENT FOR RECREATION OVER, UPON, AND ACROSS THOSE AREAS AS DESIGNATED AS RECREATION TRAILS OR AREAS FOR THE PURPOSE OF ALLOWING THE PUBLIC ACCESS TO THE TRAIL SYSTEM.

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

HERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 20__, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

COMMUNITY ASSOCIATION RATIFICATION

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

IN WITNESS WHEREOF, PALOMA CREEK COMMUNITY ASSOCIATION, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 20__.

PALOMA CREEK COMMUNITY ASSOCIATION, INC.,
AN ARIZONA NON-PROFIT CORPORATION

BY _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 20__, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

PUBLIC NOTICE

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

AVIGATION EASEMENT

HERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION (GOD) HEREBY GRANT BARGAIN SELL AND CONVEY UNTO GRANTEE, ITS SUCCESSORS AND ASSIGNS A NON-EXCLUSIVE PERPETUAL AND PERMANENT AVIGATION EASEMENT, OVER AND ACROSS THE PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE BUT NOT BE LIMITED TO THE RIGHT TO FLY AIRCRAFT OVER THE EASEMENT AREA TOGETHER WITH ITS ATTENDANT NOISE VIBRATIONS FUMES DUST FUEL AND LUBRICANT PARTICLES AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM OR OPERATING AT LUKE AIR FORCE BASE GRANTOR WILL NOT ALLOW ANYTHING TO IMPEDE GRANTEES USE OF THIS AVIGATION EASEMENT.

HERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION

BY _____ DATE _____

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS MEASURED AND RECORDED IN BOOK 1317, PAGE 31 OF MARICOPA COUNTY RECORDS.

BEARING: NORTH 89 DEGREES 45 MINUTES 12 SECONDS WEST

RELEASE OF LIABILITY

HERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT ANY KNOE OF ANY TIME IN THE FUTURE, OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, ANOTHER DESIGNATED AIRFIELD, OR OTHER AIRCRAFT, INCLUDING, BUT NOT LIMITED TO, NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FAILING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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

OWNER DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER(S) OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND ACCEPTED BY THE CITY OF SURPRISE.

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

GENERAL NOTES

1. NO ON-SITE GRADING OF EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
2. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE AE AND ZONE X SHADED" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C0135L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS STUATED.
3. IN ACCORDANCE WITH ARS § 9-461.05, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
4. PURSUANT TO A.R.S. § 45-1101, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS DUED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS (AWTA AND 1678), WHEN APPLICABLE.
5. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
6. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
7. THE FINAL PLAT IS IN CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED UNDER Z19-150.
8. THE ZONING OF THE PROPERTY IS PAD PID AS APPROVED UNDER CASE Z19-150, OR AS SUBSEQUENTLY AMENDED.



SECTION 6
T4 N., R1 W.

VICINITY MAP
NOT TO SCALE

OWNER

HERITAGE HOMES OF ARIZONA INC.
8800 EAST RAINTREE DRIVE, SUITE 300
SCOTTSDALE, AZ 85260
CONTACT: TROY HILL
TroyHill@HeritageHomesAz.com

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
TEL: (480) 503-2250
FAX: (480) 503-2258
CONTACT: DANIEL ACKER, PE

SHEET INDEX

1. COVER SHEET
2. FINAL PLAT SHEET, LOT AREA TABLE, TRACT AREA & USAGE TABLE, CURVE TABLE AND LINE TABLE
3. FINAL PLAT PLAN SHEET, LEGAL DESCRIPTION AND DETAILS

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
LOTS 41 – 85 (26 LOTS)	148,500	3.4270
TRACTS A – G	278,565	6.3956
RIGHT OF WAY	73,524	1.7720
GROSS AREA	502,589	11.5964

ZONING

THE ZONING OF THE PROPERTY IS PAD-5 PID AS APPROVED UNDER CASE Z19-150, OR AS SUBSEQUENTLY AMENDED.

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 20__.

APPROVED _____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

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

_____ _____
MAYOR DATE

ATTEST: _____ _____
CITY CLERK DATE

CERTIFICATION

I, RAYMOND S. MUNOZ III, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST, 2020, THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN, THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

RAYMOND S. MUNOZ III, RLS 32540
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
FAX: (480) 503-2258

DATE OF PREPARATION: 8/6/2020
DATE REVISED: 3/11/2021

EPS GROUP
1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T: (480) 503-2250 | F: (480) 503-2258
w w w . e p s g r o u p i n c . c o m

Paloma Creek Phase 2B
Surprise, Arizona
FINAL PLAT

Project
Revisions

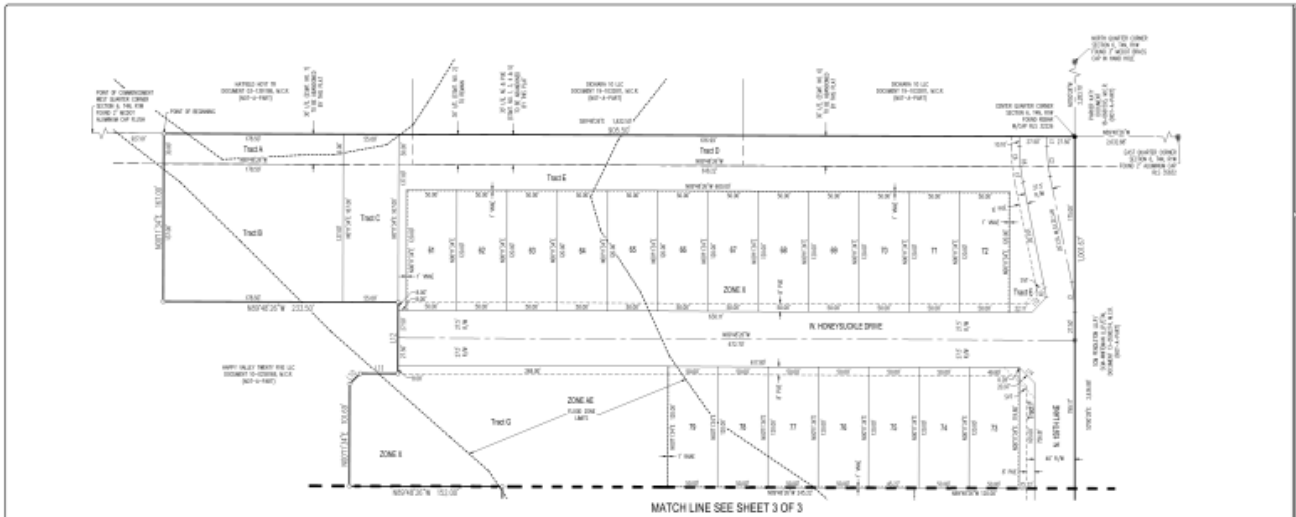
Drawn by: A.S.
Reviewed by: R.M.

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FINAL PLAT

FS20-575



LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
62	6,000	0.137
63	6,000	0.137
64	6,000	0.137
65	6,000	0.137
66	6,000	0.137

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
67	6,000	0.137
68	6,000	0.137
69	6,000	0.137
70	6,000	0.137
71	6,000	0.137

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
72	6,000	0.137
73	6,000	0.137
74	6,000	0.137
75	6,000	0.137

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
76	6,000	0.137
77	6,000	0.137
78	6,000	0.137
79	6,000	0.137
80	6,025	0.138

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
81	6,000	0.137
82	6,000	0.137
83	5,792	0.133
84	5,794	0.133
85	5,748	0.132

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°56'28"E	10.00'
L2	S89°56'28"E	30.00'
L3	N89°56'28"W	45.00'
L4	N00°03'32"E	8.70'
L5	N89°56'28"W	45.00'
L6	N00°03'32"E	13.00'
L7	N89°56'28"W	45.00'
L8	N00°03'32"E	13.00'
L9	N89°56'28"W	26.72'
L10	N00°03'32"E	18.00'
L11	S89°56'28"E	37.00'
L12	N00°03'32"E	11.00'
L13	S89°56'28"E	20.00'
L14	S89°56'28"E	21.25'
L15	N44°56'28"W	7.00'

LEGEND

- SECTION MONUMENT AS NOTED
- SET SPIKE& CAP AT COMPLETION OF CONSTRUCTION
- SET REBAR W/ CAP RLS 51360
- FOUND MONUMENT AS NOTED
- MNDOT — MINNESOTA COUNTY DEPARTMENT OF TRANSPORTATION
- LS — LAND SURVEYOR
- RLS — REGISTERED LAND SURVEYOR
- PUE — PUBLIC UTILITY EASEMENT
- R/W — RIGHT-OF-WAY
- VAE — VEHICULAR NON-ACCESS EASEMENT
- SVT — SIGHT VISIBILITY TRIANGLES
- PLAT BOUNDARY
- CENTER LINE
- LOT LINE
- RIGHT-OF-WAY
- EXISTING CENTER LINE
- EXISTING RIGHT-OF-WAY
- SECTION LINE
- EXISTING EASEMENT LINE
- PUBLIC UTILITY EASEMENT
- VEHICULAR NON-ACCESS EASEMENT LINE
- SIGHT VISIBILITY EASEMENT LINE
- WATER EASEMENT

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
Tract A	LANDSCAPE, OPEN SPACE, DRAINAGE CHANNEL, INGRESS / EGRESS EASEMENT AND PUBLIC ACCESS TRAIL	5,251	0.1205
Tract B	LANDSCAPE, OPEN SPACE, DRAINAGE CHANNEL AND PUBLIC ACCESS TRAIL	24,405	0.5604
Tract C	LANDSCAPE, OPEN SPACE, DRAINAGE CHANNEL, AND PUBLIC ACCESS TRAIL	9,185	0.2109
Tract D	LANDSCAPE, OPEN SPACE, * PUBLIC UTILITY EASEMENT, INGRESS / EGRESS EASEMENT AND PUBLIC ACCESS TRAIL	19,269	0.4424
Tract E	LANDSCAPE, OPEN SPACE AND ** PUBLIC UTILITY EASEMENT	11,563	0.2654
Tract F	LANDSCAPE, OPEN SPACE AND ** PUBLIC UTILITY EASEMENT	1,689	0.0388
Tract G	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT AND DRAINAGE CHANNEL, AND PUBLIC ACCESS TRAIL	169,850	3.8990

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	39.27'	25.00'	90°00'00"	35.36'	N00°56'28"W
C2	39.27'	25.00'	90°00'00"	35.36'	S89°56'28"E
C3	204.39'	75.00'	156°09'58"	146.68'	N78°08'31"W
C4	12.96'	25.00'	29°42'04"	12.78'	N00°00'32"E
C5	90.95'	75.00'	69°28'02"	85.47'	N44°42'28"W
C6	79.89'	75.00'	61°00'57"	76.16'	S01°31'56"E
C7	75.77'	75.00'	57°53'04"	72.59'	S59°59'57"E
C8	75.77'	75.00'	57°53'04"	72.59'	S01°53'07"E
C9	9.42'	25.00'	21°35'05"	9.37'	N00°47'30"W

NOTES

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

EXISTING EASEMENTS

THE PLAT WILL ABANDONED EASEMENT NUMBER 1, 2, 4, 5 & AND 7, KEEPING IN PLACE EASEMENT NUMBER 3 FOR INGRESS AND EGRESS.

1. INGRESS AND EGRESS EASEMENT 85-159041 AND 85-159043, M.C.R.
2. INGRESS AND EGRESS EASEMENT 85-171078, M.C.R.
3. INGRESS, EGRESS AND ACCESS EASEMENT 2004-084334, 2004-084346 AND 2004-084349, M.C.R.
4. INGRESS, EGRESS AND PUBLIC UTILITIES EASEMENT 85-159043, M.C.R.
5. ALL MATTERS AS SET FORTH IN RESULTS OF SURVEY, RECORDED AS BOOK 606 OF MAPS, PAGE 10, M.C.R.
6. INGRESS AND EGRESS EASEMENT DOCUMENT 05606, PAGE 0006, M.C.R.
7. INGRESS AND EGRESS EASEMENT DOCUMENT 05606, PAGE 0007, M.C.R.

NORTH

EPS GROUP

Paloma Creek Phase 2B

FINAL PLAT

Drawn by: A.G.
Reviewed by: B.M.

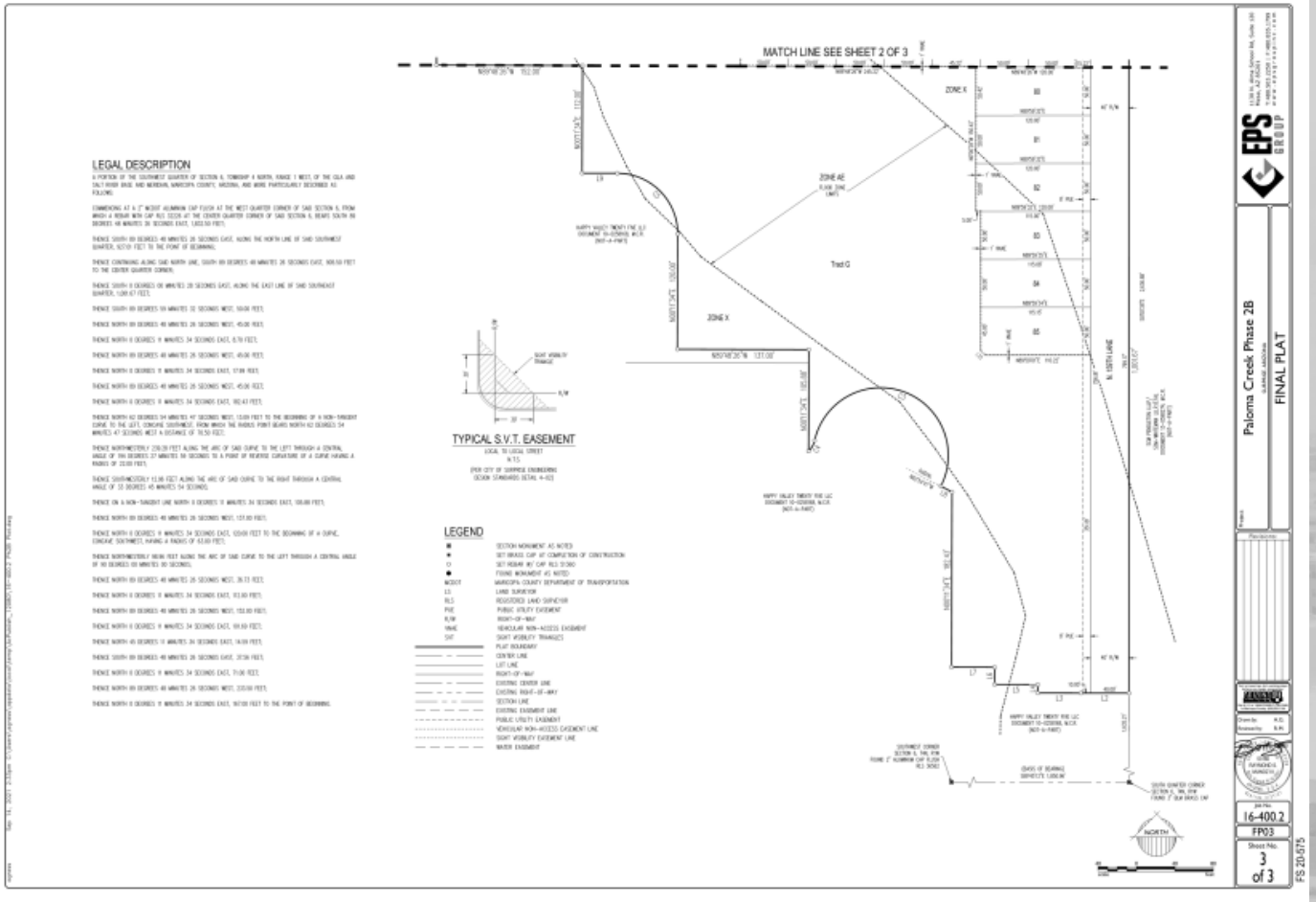
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FP02
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FINAL PLAT

FS20-575

FINAL PLAT



FS20-575

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 2021
Submitting Department: Human Svcs and Comm Vitality
Staff Recommendations: None

Contact Person: Seth Dyson, DIRECTOR - HSCV
District: Internal

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

Agenda Wording:
Consideration and action pertaining to approval of an amendment to the Fiscal Year 2022 budget by moving budget authority of $203,300 within the Traffic Election 2017 Fund for the purpose of consolidating Traffic Congestion Mitigation and Pavement Preservation art projects, renaming project R61460, and amending the Contract Award Authority List; Resolution #2021-148.

Motion:
I move to approve Resolution # 2021-148.

Background:
The approval of the G.O. Bond traffic congestion mitigation and pavement preservation projects resulted in an allocation of budget in the Traffic Election 2017 and Pavement Preservation 2017 funds for art. The Surprise Arts & Cultural Advisory Commission desires to place one piece of roadway artwork within the city, to be located on Bullard Avenue.

Objective Analysis:
This action will combine multiple pavement preservation projects into one in regards to R61460 that will be renamed to Art Election 2017 Roadway Project.

Policy Compliant:
This action is compliant with City and Council policy.

Financial Impact:
This action will allow for the consolidation of four separate art projects into a single art project for the one-time expenditure of $334,500.

Budget Impact:
The FY2022 budget was adopted including funding in the amount of $203,300 within the Traffic Election 2017 Fund in projects R61440, R61470, and R61450. This action will move the budget authority within these projects to project R61460 within the Pavement Preservation Election 2017 Fund for a total project budget of $334,500. This action represents a movement of budget authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:
N/A

ATTACHMENTS:
1. Res. 2021-148 - Roadway Art Project BA

RESOLUTION # 2021-148

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2022 BUDGET BY MOVING BUDGET AUTHORITY OF $203,300 WITHIN THE TRAFFIC ELECTION 2017 FUND FOR THE PURPOSE OF CONSOLIDATING TRAFFIC CONGESTION MITIGATION AND PAVEMENT PRESERVATION ART PROJECTS, RENAMING PROJECT R61460, AND AMENDING THE CONTRACT AWARDING AUTHORITY LIST.

WHEREAS, the mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community;

WHEREAS, the approval of the G.O. Bond traffic congestion mitigation and pavement preservation projects resulted in an allocation of budget in the Traffic Election 2017 and Pavement Preservation 2017 funds for art;

WHEREAS, the Surprise Arts & Cultural Advisory Commission desires to place one piece of roadway artwork within the city;

WHEREAS, the FY2022 budget was adopted including funding of $203,300 for art projects in the Traffic Election 2017 fund; $91,800 in project R61440 related to Waddell Road, $66,900 in project R61470 related to Greenway Road, and $44,600 in project R61450 related to Litchfield Road; and $131,200 for art in the Pavement Preservation Election 2017 fund for project R61460 related to pavement preservation;

WHEREAS, it is administratively efficient to consolidate the project budgets and rename project R61460 from Art_Pavement Preservation to Art_Election 2017 Roadway Project;

WHEREAS, the FY2022 budget, including the FY2022 Contract Awarding Authority List, was adopted by Council Resolution #2021-87 on June 1, 2021;

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

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

Section 2. That the statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, the Fiscal Year 2022 Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2021 through June 30, 2022.

APPROVED AND ADOPTED this _____day of _____, 2021.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

RESOLUTION # 2021-148

Exhibit A

1. Appropriation - The exhibit below represents a movement of budget authority in the amount of $203,300 from projects R61440, R61450 and R61470 to project R61460 within the Traffic Election 2017 Fund to consolidate traffic congestion mitigation and pavement preservation art projects. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Traffic Election 2017	Human Svcs and Comm Vitality	#R61440 Art_Waddell Rd (SR303-Reems Rd)	E	91,800	(91,800)	-
Traffic Election 2017	Human Svcs and Comm Vitality	#R61450 Art_Litchfield Rd (Waddell-Peoria)	E	44,600	(44,600)	-
Traffic Election 2017	Human Svcs and Comm Vitality	#R61470 Art_Greenway Rd Cotton Ln-Sarival	E	66,900	(66,900)	-
Traffic Election 2017	Human Svcs and Comm Vitality	#R61460 Art_Pavement Preservation*	E	131,200	203,300	334,500
			Expense Total	**334,500**	**-**	**334,500**

*Project will be renamed to R61460 – Art Election 2017 Roadway Project

Exhibit B

1. Contract Awarding Authority List (CAAL) – The FY2022 adopted CAAL included authority for each project individually. This action will consolidate the CAAL authority into reference 22146 and update the project description.

Reference #	Current Description	Updated Description	Current Amount	Increase/ (Decrease)	Amended Amount
22144	R61440 - Waddell Rd (SR303-Reems) Art	N/A	108,324	(108,324)	0
22145	R61450 – Litchfield Rd Imp. Art	N/A	52,628	(52,628)	0
22146	R61460 – Pavement Preservation Art	R61460 – Art Election 2017 Roadway Project	154,816	239,894	394,710
22147	R61470 – Greenway (Cotton-Sarival) Art	N/A	78,942	(78,942)	0
		CAAL Total	**394,710**	**0**	**394,710**

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 2021
Submitting Department: Human Svcs and Comm Vitality
Staff Recommendations: None

Contact Person: Seth Dyson, DIRECTOR - HSCV
District: District 4

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

Agenda Wording:
Consideration and action pertaining to the approval of a Sublease with A New Leaf, Inc. to operate a Housing Support Center upon property leased by the City located at 12779 and 12785 West Grand Ave; Resolution #2021-153.

Motion:
I move to approve Resolution #2021-153.

Background:
The Human Service and Community Vitality Department has entered into a lease agreement with Mustard Seed Ministry, Inc. and will utilize federal funding to develop a Housing Support Center in Surprise to serve residents who need housing services.

The leased property includes three buildings, one of those is a church building that is currently occupied by Gideon Missionary Baptist Church. The other remaining buildings will be included in the sublease to A New Leaf to use for the Housing Support Center.

Objective Analysis:
This action authorizes the City to enter into a sublease with A New Leaf.

Policy Compliant:
This action is compliant with City and Council Policy.

Financial Impact:
This action has no financial impact. The sublease to A New Leaf is $0 and all utilities expenses will be in A New Leaf's name.

Budget Impact:
This action has no budgetary impact.

FTE Impact:
N/A

ATTACHMENTS:

1. Res 2021-153 A New Leaf Sublease
2. A New Leaf Sublease

RESOLUTION # 2021-153

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A SUBLEASE WITH A NEW LEAF, INC. FOR A PORTION OF CERTAIN PROPERTY LEASED BY THE CITY LOCATED AT 12779 AND 12785 WEST GRAND AVENUE.

WHEREAS, the City of Surprise has entered into a lease with Mustard Seed Ministry, Inc., for certain improved property located at 12763, 12779, and 12785 West Grand Avenue (Maricopa County APN 501-22-089) ("**Leased Property**") which lease is the subject of Resolution #2021-115;

WHEREAS, the Leased Property currently includes three buildings: 12763 West Grand Avenue (Church); 12779 West Grand Avenue (Social Hall); and 12785 West Grand Avenue (Residential Facility);

WHEREAS, the City desires to sublease the Social Hall and the Residential Facility for $0.00 per year, for a period of five (5) years with an option for a three (3) - year extension, to A New Leaf, Inc., an Arizona non-profit corporation; and

WHEREAS, the sublease by the City to A New Leaf, Inc. would be pursuant to the "Sublease Agreement Between the City of Surprise and A New Leaf, Inc." attached hereto as ***Exhibit A***.

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

Section 1. The Sublease Agreement between the City of Surprise and A New Leaf, Inc. attached hereto as ***Exhibit A***, is approved.

Section 2. The Mayor, or his designee, is authorized to execute the Sublease and any other documents necessary to implement and effect the Sublease on behalf of the City.

APPROVED AND ADOPTED this _____day of _____, 2021.

_____
Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

RESOLUTION # 2021-153

Exhibit A

Sublease Agreement Between the City of Surprise and A New Leaf, Inc.

SUBLEASE AGREEMENT BETWEEN THE CITY OF SURPRISE

AND A NEW LEAF, INC.

This Sublease Agreement ("**Sublease**") is entered into as of the __ day of October, 2021 ("**Effective Date**") by and between the City of Surprise, Arizona, a political subdivision of the State of Arizona, located at 16000 N. Civic Center Plaza, Surprise, Arizona 85374 ("**City**"), and A New Leaf, an Arizona non-profit corporation, whose business address is 868 East University Drive, Mesa, Arizona 85203 ("**Sublessee**"). The City and Sublessee may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

Unless otherwise defined herein, capitalized terms used in this Lease shall have the meanings ascribed to them parenthetically or in Section 2.1 of this Lease.

RECITALS

A. The City has leased certain improved real property being Maricopa County Assessor Parcel No. 501-22-089, located at 12763 N W Grand Avenue, 12779 N W Grand Avenue, and 12785 N W Grand Avenue in Surprise, Arizona ("**Property**"), from Mustard Seed Ministry, Inc. ("**Property Owner**"), an Arizona non-profit corporation, pursuant to that certain "Lease Agreement Between the City of Surprise and Mustard Seed Ministry, Inc." dated September, 1st, 2021 ("**Primary Lease**"). The Property is legally described on the attached ***Exhibit A*** and is depicted on the attached ***Exhibit B***.

B. This Sublease will allow the City and Sublessee, as the City's subrecipient, to secure public funding, including United States Department of Housing and Urban Development ("**US HUD**") Community Development Block Grant ("**CDBG**") funds identified in the Catalog of Federal Domestic Assistance ("**CFDA**") as Program 14.218, from the United States Government under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383; 42 U.S.C. Ch. 69 § 5301, *et seq.*), to fund all or portions of this Sublease, finance the Improvements to the Premises contemplated by this Sublease, and operate a housing support center that would serve the greater Surprise community.

C. It is the Parties' intent that this Sublease, and the establishment of the housing support center is in response to the Coronavirus Pandemic ("**COVID-19**"). President Trump authorized the Coronavirus Aid, Relief, and Economic Security Act ("**CARES Act**"), Public Law 116-136 on March 27, 2020.

ARTICLE 1 — LEASE OF THE PREMISES

§ 1.1. Subleased Premises. City hereby subleases to Sublessee and Sublessee hereby subleases from City, upon and in consideration of the terms and conditions

contained herein, that portion of the Property located at 12779 and 12785 N W Grand Avenue in Surprise, Arizona, together, with a subsurface easement and right of support for such land and all improvements constructed thereon, consisting of approximately 56,515 square feet, and any and all improvements presently existing thereon, exclusive of the "Church" located at 12763 N W Grand Avenue, situated within the land legally described on ***Exhibit A*** and depicted on ***Exhibit B*** as the Social Hall and the Residential Facility, which land and improvements are hereinafter called the "**Subleased Premises.**" The Subleased Premises are subject to, and further described by, the following:

A. Other covenants, restrictions, easements, agreements, and reservations of record as of the Effective Date.

B. Present and future building restrictions and regulations, zoning laws, ordinances, resolutions and regulations of the City of Surprise and all present and future ordinances, laws, regulations and orders of all boards, bureaus, commissions, and bodies of the City of Surprise and any county, state, or federal authority, now or hereafter having jurisdiction.

C. The condition and state of repair of the Subleased Premises as the same may be on the Commencement Date.

§ 1.2. Term. The term of this Sublease shall commence on November 1, 2021 ("**Commencement Date**") and, shall expire the day preceding the fifth (5th) anniversary of the Commencement Date, unless this Sublease is extended or sooner terminated. This Sublease may be extended for an additional three-year term provided the Parties agree to an extension in writing at least six months before expiration of the initial Term.

§ 1.3. Incorporation of Subrecipient Agreement. The Parties have also executed or will execute a Subrecipient Agreement for "Housing Support Center" ("**Subrecipient Agreement**") which is hereby incorporated by reference. Pursuant to the Subrecipient Agreement, City will award some of the City's Community Development Block Grant ("**CDBG**") funding to Sublessee to be used for construction of the Improvements and operation of the housing support center upon the Subleased Premises during the Term of this Sublease. A copy of the Subrecipient Agreement is attached hereto as ***Exhibit C***.

ARTICLE 2 — DEFINITIONS

§ 2.1. Definitions. For the purposes of this Sublease, the following words shall have the definition and meaning hereafter set forth.

"**Applicable Laws**": As defined in Section 9.1.

"**Commencement Date**": As defined in Section 1.2.

"**Enforced Delay**": As defined in Section 28.1.

"**Event of Default**": As defined in Section 18.1.

"**Improvements**": As defined in Section 8.2.

"**Leasehold Estate**": The City's interest in that certain Lease Agreement Between the City of Surprise and Mustard Seed Ministry, Inc. dated August 17, 2021, and recorded with the Office of the Maricopa County, Arizona Recorder on August 19, 2021 as Doc. No. 2021-0900793 ("**Primary Lease**").

"**Project**": As defined in Section 10.1.

"**Property Owner**": Mustard Seed Ministry, Inc. owns the fee interest in the Property, including the Subleased Premises.

"**Sublease**": This Sublease and any other agreement, written or oral, by which the City gives any person any rights of use or occupancy of or any benefit flowing from the Property, or a portion thereof, including a permit, license or concession, including the Sublease.

"**Sublessee**": Sublessee and any other sublessee of the City, and its successors and assigns.

"**Work**": As defined in Section 14.1.

ARTICLE 3 — RENT

§ 3.1. Rent Calculation. The rental amount for the social hall building ("**Social Hall**") located at 12779 N W Grand Avenue consisting of approximately 4,570 square feet, as depicted on ***Exhibit B***, and the multi-family residential structure ("**Residential Structure**") located at 12785 N W Grand Avenue consisting of approximately 5,640 square feet, as depicted on ***Exhibit B***, shall be $0.00 per square foot. The total annual rental payment ("**Rent**") shall be $0.00. The total monthly Rent shall be $0.00.

§ 3.2. Rent Adjustments. The Rent shall remain the same for the Term of this Sublease.

ARTICLE 4 — OMITTED

ARTICLE 5 — INSURANCE

§ 5.1. Sublessee Obligation to Insure. Sublessee shall procure and maintain for the duration of this Lease, at Sublessee's own cost and expense, insurance against claims

for injuries to persons or damages to property which may arise from or in connection with this Sublease by Sublessee, its agents, subtenants, employees, contractors, licensees, or invitees in accordance with the insurance requirements set forth below:

Sublessee agrees to carry, at its expense, property insurance insuring any personal property of Sublessee, from loss arising from fire or other casualty.

Sublessee shall also maintain a commercial general liability policy or policies of insurance insuring against any and all losses, claims, demands, or actions whatsoever for injury to or death of any one or more persons or for damage to the Subleased Premises occurring on, or in connection with Sublessee's use of the Subleased Premises in commercially reasonable amounts that are in keeping with prudent industry practice. The liability policy required to be carried by Sublessee hereunder shall name the City as an additional insured.

§ 5.2. City Insurance Obligations. The City shall require the Property Owner to procure and maintain for the Term of this Sublease property insurance for the Subleased Premises, including the completed Improvements, insuring it against loss due to fire or other casualty in an amount equal to the full replacement value.

§ 5.3. Failure to Maintain Insurance. If Sublessee fails or refuses to provide a copy of the certificates for required insurance coverages or any renewal thereof upon request, or otherwise fails or refuses to procure or maintain insurance as required by this Sublease, the City shall have the right, at its election, and without notice, to procure and maintain such insurance. The premiums paid by the City in electing to acquire the insurance shall be due and payable from Sublessee upon demand for payment. If the City should acquire any required insurance not acquired by Sublessee, the City shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer(s) and insured(s). The lapse or cancellation of any policy of insurance required herein shall be an event of default. No cure of such default can be accomplished unless a new or renewed policy is issued which specifically provides the required coverages for any liability arising during the lapsed or previously uncovered period.

ARTICLE 6 — SURRENDER

§ 6.1. Surrender--Removable Property. Upon the expiration of the Term or on the sooner termination thereof, Sublessee shall peaceably and quietly leave, surrender, and yield up to City all of the Subleased Premises, and shall repair all damage to the Subleased Premises caused by or resulting from the removal of any removable property of Sublessee, if any, normal wear and tear excepted. Sublessee shall not be required to remove any improvements constituting real property except as expressly set forth herein.

§ 6.2. Waste. Sublessee shall not commit or suffer to be committed any material waste or impairment of the Subleased Premises (it being acknowledged that removal and

demolition of any of the existing improvements on the Subleased Premises is expressly permitted only with the advance written consent of City and Property Owner).

§ 6.3. Title to Improvements. The Parties understand and agree that the City shall hold legal title to any Improvements on the Subleased Premises constructed by Sublessee during the Term.

§ 6.4. Survival of Provisions. The provisions of this Article 6 shall survive the expiration or any termination of this Sublease.

ARTICLE 7 — CITY'S PERFORMANCE FOR SUBLESSEE

§ 7.1. Cures--Rights, Costs, and Damages. If Sublessee shall default in the performance of any other covenant, agreement, term, provision, limitation, or condition herein contained, City, without being under any obligation to do so and without thereby waiving such default, may remedy such default at the expense of Sublessee, immediately and without notice. Bills for any expense required by City in connection therewith, and bills for all such expenses and disbursements of every kind and nature whatsoever, for enforcing or endeavoring to enforce any right against Sublessee, under or in connection with this Sublease, or pursuant to law, including (without being limited to) any such cost, expense, and disbursements involved in instituting and prosecuting summary proceedings, as well as bills for any property, material, labor, or services provided furnished, or rendered, or caused to be furnished or rendered, by City to Sublessee, with respect to the Subleased Premises done for the account of Sublessee may be sent by City to Sublessee monthly, or immediately, at City's option, and shall be due and payable in accordance with the terms of said bills and if not paid when due the amount thereof shall immediately become due and payable.

ARTICLE 8 — USES AND MAINTENANCE

§ 8.1. Absence of Warranties. Sublessee has leased the Subleased Premises after a visual examination thereof, as well as the title thereto and knowledge of its present uses. Sublessee accepts the Residential Facility in the condition or state in which it is without any representation or warranty, express or implied in fact or by law, by City or Property Owner and without recourse to City or Property Owner, as to the title thereto, the nature, condition, or usability thereof or the use or uses to which the Residential Facility or any part thereof may be put. City acknowledges that the Social Hall and commercial kitchen inside the facility are assumed to be in working order, comply with applicable codes, and ready for occupancy by Sublessee to carry out the scope of work included in the Subrecipient Agreement. City shall be required to furnish any services or facilities or to make any repairs or alterations in or to the Subleased Premises as outlined in **Section 8.3.** Sublessee hereby assumes responsibility to perform the scope of work outlined in the Subrecipient Agreement.

§ 8.2. Permitted Use. Sublessee and City agree that Sublessee shall have the right to renovate the Social Hall and complete the construction and/or renovation of the Residential Facility and related improvements (collectively, and together with such other improvements to the Subleased Premises made from time to time by Sublessee under this Sublease, the "**Improvements**") on the Subleased Premises and to use the Subleased Premises and the Improvements as a housing support center and housing facility in accordance with Applicable Laws and the terms of this Sublease and the Subrecipient Agreement during the duration of the Term, including any extension thereof. Sublessee and City further agree that no structural changes will be made to the Social Hall or the Residential Facility, as depicted on ***Exhibit B,*** by the Sublessee without the advance written consent of City and Property Owner.

§ 8.3. Maintenance, Repairs. Sublessee shall be responsible for routine maintenance, take good care of the Subleased Premises, and keep the landscaping in good condition in accordance with City of Surprise standards and this Sublease, whichever is more stringent. Excluding the rehabilitation described in the Subrecipient Agreement, City shall be responsible for any major repairs to the Subleased Premises that are not considered routine maintenance or wear and tear. Major repairs include but are not limited to, roof repair or replacement, plumbing failure or replacement, HVAC failure or replacement, electrical failure or replacement, and fire suppression failure or replacement, repairs to mitigate water intrusion, structural repairs, and any required site improvements. Upon the issuance of a Certificate of Occupancy for the Residential Facility, City shall be responsible for all major repairs to the Residential Facility.

§ 8.4. Utilities. During the Term of this Sublease and any extension thereof, Sublessee shall be responsible for securing and paying for all utility services as deemed necessary to use and occupy the Subleased Premises, including, but not limited to water, sewer, electric, and Internet and telecommunications services. Sublessee shall also arrange and pay for trash collection service for the Subleased Premises.

ARTICLE 9 — COMPLIANCE

§ 9.1. Sublessee Obligations. Sublessee shall assume and perform any and all obligations under this Sublease and the Subrecipient Agreement in accordance with all applicable present and future laws, acts, rules, requirements, orders, directions, ordinances, and/or regulations, ordinary or extraordinary, foreseen or unforeseen, (collectively "**Applicable Laws**"), concerning the operation of shelter beds/units and a housing support center.

§ 9.2. Certificate of Occupancy. Sublessee shall obtain any Certificate of Occupancy or similar certificate or permit with respect to the Residential Facility and any additional Improvements performed by Sublessee to the Social Hall, which may at any time be required by any governmental agency having jurisdiction thereof (such certificate or permit being a "**Certificate of Occupancy**"). Sublessee shall be provided a copy of the current Social Hall Certificate of Occupancy prior to the execution of the Sublease.

§ 9.3. Construction of Improvements; Management and Operation of Improvements. Sublessee shall ensure that any Improvements carried out by Sublessee or contractors procured by Sublessee are constructed in accordance with Applicable Laws and, following the issuance of a Certificate of Occupancy, shall ensure that the Subleased Premises are prudently managed and operated and kept in good repair, reasonable wear and tear excepted.

ARTICLE 10 — CONSTRUCTION AND OPERATION OF IMPROVEMENTS

§ 10.1. Project. Sublessee and City acknowledge that the initial Improvements to the Subleased Premises are to be tenant improvements by the Sublessee in the Social Hall and completion and/or renovation of the Residential Facility, as depicted on ***Exhibit B***, to create a housing support center and related residential complex on the Premises ("**Project**"). Sublessee shall enforce all of the terms and conditions relating to the construction and operation of the Project set forth in the Subrecipient Agreement, as well as the requirements set forth in Article 9 of this Sublease. Sublessee shall obtain any required approvals of the final plans and specifications for the Project by any and all federal, state, municipal, and other governmental authorities, offices, and departments having jurisdiction in the matter and shall, upon request from City, provide conformed copies of executed approvals (if any) to City. After the expiration or earlier termination of this Sublease, City may make such alterations or modifications to the Subleased Premises and Improvements as are permitted by Applicable Laws and otherwise comply with the terms of the Primary Lease.

ARTICLE 11 — IMPAIRMENT OF TITLE

§ 11.1. No Liens. Subject to the right of contest and appeal, Sublessee shall not create, or suffer to be created or to remain, and shall discharge any mechanic's, laborer's, or materialman's lien which might be or become a lien, encumbrance, or charge upon the Subleased Premises or any part thereof or the income therefrom.

§ 11.2. Discharge. If any mechanic's, laborer's, or materialman's lien shall at any time be filed against the Subleased Premises or any part thereof, as a result of improvements made by Sublessee, Sublessee, within thirty (30) days after notice of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise (or shall commence and diligently pursue such actions as will achieve such result). Sublessee shall notify City in writing of its action to either satisfy or contest the lien and, if contested, of the matter's status on a monthly basis until concluded.

§ 11.3. No Implied Consent. Nothing contained in this Sublease shall be deemed or construed in any way as constituting City's express or implied authorization, consent, or request to any contractor, subcontractor, laborer or materialman, architect, or consultant, for the construction or demolition of any improvement, the performance of any labor or

services or the furnishing of any materials for any improvements, alterations to or repair of the Subleased Premises or any part thereof.

§ 11.4. No Agency Intended. The Parties acknowledge that Sublessee is entitled to construct the Improvements. In connection therewith, the Parties agree that Sublessee is not the agent of City for the construction, alteration, or repair of any Improvements which may be constructed upon the Subleased Premises.

ARTICLE 12 — INSPECTION

§ 12.1. Inspection and Entry. City may enter upon the Subleased Premises, or any part thereof, for the purpose of ascertaining their condition or whether Sublessee is observing and performing the obligations assumed by it under this Sublease, all without hindrance or molestation from Sublessee, provided that such entry does not interfere with Sublessee's business operations and provided that City shall give Sublessee at least seventy-two (72) hours written notice prior to any inspection of any building interior. This limitation upon entry into and upon the Subleased Premises for inspection does not extend to nor limit any entry made by the City of Surprise Police Department, City of Surprise Fire Department, or City of Surprise Code Enforcement for purposes of discharging and exercising their respective official governmental duties.

ARTICLE 13 — INDEMNIFICATION

§ 13.1. Indemnification of City.

Sublessee shall indemnify and save City and its officials, employees, and agents (collectively, the "**Indemnified Parties**"), harmless from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including property damage, personal injury and wrongful death and further including, without limitation, attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against any Indemnified Party by reason of the Sublessee's performance of its obligations under this Sublease during the Term unless caused by the intentional conduct or misconduct, gross negligence, or active negligence of the Indemnified Party(ies) or a failure to act by the Indemnified Party(ies) when a duty to act is present. The provisions hereof shall survive the expiration or earlier termination of this Sublease.

A. Sublessee will hold all goods, materials, furniture, fixtures, equipment, machinery, and other property whatsoever on the Subleased Premises at the sole risk of Sublessee and save the City and the other Indemnified Parties harmless from any loss or damage thereto by any cause whatsoever other than the negligence or willful conduct of City or an Indemnified Party(ies).

B. The obligations of Sublessee under this Section shall not in any way be affected by the absence in any case of covering insurance or by the failure or refusal of any

insurance carrier to perform any obligation on its part to be performed under insurance policies affecting the Subleased Premises.

C. If any claim, action ,or proceeding is made or brought against City or any other Indemnified Party(ies), by reason of any event to which reference is made in this Section, then, upon demand by City, Sublessee, at its sole cost and expense, shall resist or defend such claim, action, or proceeding in the name of City and the Indemnified Party(ies), if necessary, by the attorneys for Sublessee's insurance carrier (if such claim, action or proceeding is covered by insurance), otherwise by such attorneys selected by Sublessee in its absolute discretion. Notwithstanding the foregoing, City may engage its own attorneys to defend it, and the other Indemnified Party(ies) or to assist in its defense at City's sole expense.

ARTICLE 14 — DAMAGE OR DESTRUCTION

§ 14.1. In the event that all or any portion of the Subleased Premises shall be totally or partially destroyed or damaged by fire or other insurable casualty, Sublessee may choose to terminate this Sublease by providing a written notice of termination to City within sixty (60) days of the casualty event. Alternatively, the Parties may agree to work cooperatively to rebuild or repair the damaged portions of the Subleased Premises using the proceeds of the property insurance held by Property Owner for the Property and other funds, as appropriate and available. In such event, the obligation of the Sublessee to pay Rent under this Sublease for the destroyed or damaged portions of the Subleased Premises shall be abated and suspended during the time between the date of the casualty and the issuance of a Certificate of Occupancy for the rebuilt or repaired portions of the Subleased Premises.

ARTICLE 15 — CONDEMNATION

§ 15.1. Takings.

If all or any part of the Subleased Premises or any right appurtenant thereto is taken, or there is a change in grade of road or other property abutting the Subleased Premises that adversely affects the use of the Subleased Premises, by any condemning authority, other than the City of Surprise ("**Condemning Authority**") (a) in the exercise of any right of eminent domain or condemnation by proceedings or otherwise, or (b) by agreement between Sublessee, City, Property Owner, and/or the Condemning Authority (any such taking or other action, a "**Taking**"), this Sublease shall terminate with respect to the part of the Subleased Premises so taken, and Sublessee reserves unto itself the right to claim and prosecute its claim in all appropriate courts and agencies for any award or damages based upon loss, damage, or injury to its leasehold interest without impairing any rights of City or Property Owner for the taking or injury to the reversion (subject to and encumbered by this Sublease). If Sublessee or City becomes aware of any actual, contemplated, or threatened Taking, it shall promptly notify the other Party. City shall not settle or

compromise any Taking Award without the prior consent of Sublessee. Each party participating in the proceedings shall pay its own expenses.

§ 15.2. Temporary Taking. If there is a Taking of all or a part of the Subleased Premises for a temporary period, this Sublease shall continue in full force and effect without change as between Sublessee and City, and Sublessee shall be entitled to the entire Taking Award made for such use.

ARTICLE 16 — OMITTED

ARTICLE 17 — ASSIGNMENT, SUBLETTING, MORTGAGE

§ 17.1. Transfers by Sublessee. Sublessee shall not effect a transfer, conveyance, assignment, sublease, or other pledge, encumbrance, or disposal of all or a portion of its interest in this Sublease without the prior consent of City ("**Transfer**"), with such approval to be granted or denied by the City in its absolute discretion. If approved in writing by the City, no Transfer shall be binding upon City unless such assignee or purchaser shall deliver to the City a recordable instrument which contains a covenant of assumption by said assignee or purchaser to such effect, but the failure or refusal of such assignee or purchaser to deliver such instrument shall not release or discharge such assignee or purchaser from its obligations and liability as above set forth. Upon recordation of the assumption instrument, Sublessee shall be released from liabilities and obligations under this Sublease accruing thereafter, and the assignee shall be and become and remain liable for the payment of all rents and other sums payable hereunder and for the due performance of all the covenants, agreements, terms and provisions hereof on Sublessee's part to be performed throughout the remainder of the Term. The provisions hereof shall be operative for and apply to each subsequent assignment.

§ 17.2. Subleases. Sublessee shall not sublease the Subleased Premises under any circumstances or for any reason.

§ 17.3. Obligations of Assignee. If this Sublease is assigned, in whole or in part, City may and hereby is empowered to collect all amounts due hereunder from the assignee.

ARTICLE 18 — DEFAULT BY SUBLESSEE

§ 18.1. Events of Default. The happening of any one of the following events (herein called an "**Event of Default**") shall be considered a material breach and default by Sublessee under this Sublease:

A. ***Monetary Default.*** If default shall be made in the due and punctual payment of Rent or any Additional Payments and such default continues for thirty (30) days after written notice thereof to Sublessee; or

B. ***Non-Monetary Default.*** If default shall be made by Sublessee in the performance of or compliance with any of the covenants, agreements, terms, limitations, or conditions hereof other than those referred to in the foregoing subsection (A), and such default shall continue for a period of thirty (30) days after written notice thereof from City to Sublessee (provided, that if Sublessee proceeds with due diligence during such thirty (30) day period to substantially cure such default and is unable by reason of the nature of the work involved, to cure the same within the required thirty (30) days, Sublessee's time to do so shall be extended by the time reasonably necessary to cure the same as reasonably determined by City).

§ 18.2. Notice and Termination. Upon the occurrence of one or more Event of Default listed in Section 18.1, City at any time thereafter, but not after such default is cured, may give written notice ("**Second Notice**") to Sublessee specifying such Event(s) of Default and stating that this Sublease shall expire and terminate on the date specified in such notice, which shall be at least forty five (45) days after the giving of such Second Notice, and, upon the date specified in such Second Notice, this Sublease and all rights of Sublessee under this Sublease shall expire and terminate as though such date were the date originally set forth herein for the termination hereof. In addition, after expiration of the initial Term, Sublessee may terminate this Sublease at any time upon giving the City a written ninety (90) day notice of its intent to terminate.

§ 18.3. Sublessee Liability. Expiration or termination of this Sublease shall relieve Sublessee of its liabilities or obligations under this Sublease from and after the date of expiration or termination with the exception of those liabilities which by the express terms of this Sublease survive any such expiration or termination.

§ 18.4. No Implied Waiver. Any failure by City to insist upon the strict performance of any covenant, agreement, term, or condition hereof or to exercise any right or remedy consequent upon a breach hereof, and no acceptance of any payments from Sublessee during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No covenant, agreement, term, or condition hereof to be performed or complied with by City or Sublessee, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by the party to be charged therewith. No waiver of any breach shall affect or alter this Sublease, but each and every covenant, agreement, term, limitation, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach hereof.

§ 18.5. Remedies Cumulative. In the event of any breach by Sublessee of any of the covenants, agreements, terms, or conditions hereof, City shall be entitled to enjoin such breach and shall have the right to seek specific performance by Sublessee of its obligations under this Sublease. City may not seek nor shall be entitled to any award of monetary damages from Sublessee, except for payment of unpaid Rent or Additional Payments or any other monetary amount expressly provided for under the terms of this Sublease.

§ 18.6. Specific Performance. If a default is not commenced to be cured within thirty (30) calendar days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a reasonable period of time after commencement, City may, at its option, thereafter (but not before) commence an action for specific performance of the terms of this Sublease pertaining to such default.

ARTICLE 19 — DEFAULT BY CITY

§ 19.1. In the event of any breach by City of any of the covenants, agreements, terms, or conditions hereof, Sublessee shall be entitled to enjoin such breach or seek specific performance of any duty not timely performed by City after written notice to cure. Under no circumstances may Sublessee seek or be awarded monetary damages against City or any elected or appointed official, employee, or agent of the City of Surprise.

ARTICLE 20 — UNENFORCEABLE TERMS

§ 20.1. Severability. City and Sublessee each believes that the execution, delivery, and performance of this Sublease are in compliance with all Applicable Laws. However, in the unlikely event that any provision of this Sublease is declared void or unenforceable (or is construed as requiring either Party to do any act in violation of any applicable law, including any constitutional provision, law, regulation, County or City Code), such provision shall be deemed severed from this Sublease and this Sublease shall otherwise remain in full force and effect; provided that this Sublease shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the parties as if such severance and reformation were not required. Unless prohibited by Applicable Laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Sublease, as reformed.

ARTICLE 21 — NOTICES

§ 21.1. Notices. Any notice, request, demand, statement, or consent herein required or permitted to be given by either party to the other hereunder, except as pursuant to Article 12, shall be in writing signed by or on behalf of the party giving the notice and addressed to the other parties to the at the address as set forth below:

City:

City of Surprise
Attn: City Manager
16000 N. Civic Center Plaza
Surprise, Arizona 85374

And

Seth Dyson
Director of Human Services and Community Vitality
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374

City of Surprise
Attn: City Attorney
16000 N. Civic Center Plaza
Surprise, Arizona 85374

Sublessee:

A New Leaf, Inc.
Attn: Michael Hughes, Director
868 E. University Drive
Mesa, Arizona 85203

Each party may by notice in writing change its address for the purpose of this Sublease, which address shall thereafter be used in place of the former address. Each notice, demand, request, or communication which shall be mailed to any of the aforesaid shall be deemed sufficiently given, served, or sent for all purposes hereunder two (2) business days after it shall be mailed by United States registered or certified mail, postage prepaid, in any post office or branch post office regularly maintained by the United States Government, upon personal delivery, or one business day after deposit with any commercial air courier or express service.

ARTICLE 22 — CONDITION

§ 22.1. Condition of Subleased Premises. Sublessee represents that the Subleased Premises, any sidewalks, the title to the Subleased Premises, parking areas adjoining the same, any subsurface conditions thereof, and the present uses and non-uses thereof, have been examined by Sublessee and that Sublessee accepts the same in the condition or state in which they or any of them may be on the date of the execution of this Sublease, without representation or warranty, express or implied in fact or by law, by City and without recourse to City, as to the nature, condition, or usability thereof or the use or uses to which the Subleased Premises or any part thereof may be put.

§ 22.2. Quiet Enjoyment. Subject to all of the conditions, terms, and provisions contained in this Sublease, City covenants that Sublessee, upon paying the Rent and Additional Payments and observing and keeping all terms, covenants, agreements, limitations, and conditions hereof on its part to be kept, shall quietly have and enjoy the Subleased Premises during the Term, without hindrance or molestation by City.

ARTICLE 23 — ESTOPPEL

§ 23.1. Estoppel Certificates. City or Sublessee may request, at any time, from one another a certificate evidencing whether or not:

A. The Sublease is in full force and effect along with the amount and current status of the Rent and any Additional Payments due hereunder;

B. The Sublease has been modified or amended in any respect or describing such modifications or amendments, if any; and

C. There are any existing defaults thereunder, to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any.

Such certificates shall include such other information as either party reasonably requires. The party receiving such a request shall cooperate with the requesting party and shall deliver a written response within twenty (20) days of such request.

ARTICLE 24 — CONSENTS

§ 24.1. Parties and Notice. Whenever the consent or approval of a party to this Sublease is required or reasonably requested under this Sublease, if they fail to notify the other party in writing within forty-five (45) days (except where a longer period is otherwise specified herein for the giving of such consent or approval) after the giving of a written request therefor in the manner specified herein for the giving of notice, it shall be concluded that such consent or approval has been given.

§ 24.2. No Unreasonable Withholding. Wherever in this Sublease the consent or approval of either party is required, such consent or approval shall not be unreasonably withheld nor delayed, except where otherwise specifically provided. The remedy of the party requesting such consent or approval, in the event such party should claim or establish that the other party has unreasonably withheld or delayed such consent or approval, shall be limited to injunction or declaratory judgment and in no event shall such other party be liable for a money judgment.

ARTICLE 25 — INTENTIONALLY OMITTED

ARTICLE 26 — MISCELLANEOUS

§ 26.1. Right of Cancellation. All parties hereto acknowledge that this agreement is subject to cancellation by City pursuant to the provisions of §38-511, Arizona Revised Statutes, for conflict of interest.

§ 26.2. City's Representations and Warranties. City hereby represents, warrants, covenants and agrees that (a) its execution of the Sublease will not violate any agreement to which City is a party; (b) there is no litigation pending against City which would have a material impact on the Subleased Premises, or City's ability to perform its obligations under this Sublease, or with respect to the Subleased Premises; (c) there is no pending taking of the Subleased Premises; (d) other than City and Sublessee there is no tenant or sublessee who would have any right of claim to possession or use of the Subleased Premises; (e) there are no unpaid special assessments touching, concerning, or relating to the Subleased Premises.

§ 26.3. Sublessee's Representations and Warranties. Sublessee hereby represents, warrants, covenants and agrees that (a) its execution of the Sublease will not violate any agreement to which Sublessee is a party; (b) there is no litigation pending against Sublessee which would have a material impact on Sublessee's ability to perform its obligations under this Sublease; (c) Sublessee is a non-profit corporation organized and existing under the laws of the State of Arizona that is in good standing with the Arizona Corporation Commission; and (d) that the person executing this Sublease on behalf of Sublessee is fully authorized to do so on behalf of the corporation.

§ 26.4. Exculpatory Provision – City. Sublessee acknowledges that in the event of a default under this Sublease by City, of any kind or nature whatsoever, Sublessee shall look solely to City for remedy or relief; and that no Surprise City Council Member, elected official, officer, agent, or employee of the City of Surprise shall be liable to Sublessee, or any successor in interest to City, in any way due to a default by City under this Sublease. Nor shall Sublessee look to Property Owner in the event of a default by City.

§ 26.5. Legal Actions. Any legal action instituted pursuant to this Sublease shall be brought in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona in Phoenix, Arizona. The prevailing party in such action shall be reimbursed by the non-prevailing party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court. This Sublease shall be construed and enforced in accordance with the laws of the State of Arizona.

§ 26.6. Entire Agreement. This Sublease, together with its Exhibits and all documents incorporated herein by reference, contains the entire agreement between City and Sublessee and any executory agreement hereafter made between City and Sublessee shall be ineffective to change, modify, waive, release, discharge, terminate, or effect an

abandonment of this Sublease, in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, waiver, release, discharge, termination, or the effect of the abandonment is sought.

§ 26.7. Captions. The captions of Articles and Sections in this Sublease are inserted only as a convenience and for reference and they in no way define, limit, or describe the scope of this Sublease or the intent of any provision thereof. References to Articles and Section numbers are to those in this Sublease unless otherwise noted.

§ 26.8. Execution and Delivery. This Sublease shall bind City upon its execution thereof. City shall be bound only after it executes and delivers the Sublease to Sublessee.

§ 26.9. Amendments. This Sublease shall not be amended or modified without the express written consent of City and Sublessee.

§ 26.10. Exhibits and Incorporation. The following exhibits and schedules, which are attached hereto or are in the possession of the Sublessee and City, are incorporated herein by reference as though fully set forth:

Exhibit A -- Legal Description of the Property
Exhibit B -- Depiction of Improvements on the Property
Exhibit C – Subrecipient Agreement

ARTICLE 27 — INTENTIONALLY OMITTED

ARTICLE 28 — ENFORCED DELAY

§ 28.1. Enforced Delay; Extension of Time of Performance. Whether stated or not, all periods of time in this Sublease are subject to this Section. Neither Sublessee nor City, as the case may be, shall be considered to have caused an Event of Non-Performance with respect to its obligations under this Sublease (or to have failed to meet any required date of performance) in the event of enforced delay ("**Enforced Delay**") due to (1) causes beyond its reasonable control and without its negligent or intentional failure to comply with Applicable Laws, including, but not restricted to, acts of God, acts of public enemy, acts of the Federal, state or local government, acts of the other party, litigation or other action authorized by law concerning the validity and enforceability of this Sublease or relating to transactions contemplated hereby (including the effect of petitions for initiative or referendum), fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, act of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or ecoterrorism), nuclear radiation, declaration of national emergency or national alert, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the action of any governmental body on behalf of any

public, quasi-public, or private entity, or declaration of moratorium or similar hiatus directly affecting the Subleased Premises (whether permanent or temporary) by any public, quasi-public or private entity; (2) the discovery of Regulated Substances on, at or affecting the Subleased Premises not disclosed by any applicable environmental assessment or otherwise known by or disclosed to the party or parties affected thereby; the discovery of funerary objects or archaeological resources or artifacts on, at or affecting the Subleased Premises requiring repatriation, study, removal or further acts mandated by federal or state law; or the discovery of Endangered Species on, at or affecting the Subleased Premises; (3) the order, judgment, action, or determination of any court, administrative agency, governmental authority or other governmental body (collectively, an "**Order**") which delays the completion of the work or other obligation of the party claiming the delay; or the suspension, termination, interruption, denial, or failure of renewal (collectively, a "**Failure**") of issuance of any permit, license, consent, authorization, or approval necessary to Sublessee's undertakings pursuant to this Sublease, unless it is shown that such Order or Failure is the result of the failure to comply with Applicable Laws or to fully comply with the applicable application requirements by the party claiming the delay; provided, however, that the contesting in good faith of any such Order or Failure shall not constitute or be construed or deemed as a waiver by a party of Enforced Delay; and (4) the denial of an application, failure to issue, or suspension, termination, delay or interruption other than by or from Maricopa County or the Surprise City Council or one of its departments, divisions, agencies, commissions or boards (collectively, a "**Denial**") in the issuance or renewal of any permit, approval or consent required or necessary in connection with City's or Sublessee's undertakings pursuant to this Sublease, if such Denial is not also the result of the failure to comply with Applicable Laws or to fully comply with the applicable application requirements by the party claiming the delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the party claiming delay shall be extended for a period of the Enforced Delay; provided that the party seeking the benefit of the provisions of this Section 28.1 shall, within thirty (30) days after such party knows of any such Enforced Delay, first notify the other party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; provided, however, that either party's failure to notify the other of an event constituting an Enforced Delay shall not alter, detract from or negate its character as an Enforced Delay if such event of Enforced Delay were not known or reasonably discoverable by such party.

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE 1 OF 2 TO LEASE

"Sublessee"

A New Leaf,
an Arizona non-profit corporation

By: _____
Michael Hughes, Director

STATE OF ARIZONA)
) ss:
County of Maricopa)

On this 16 day of September, 2021, before me personally appeared Michael Hughes, the Director of A NEW LEAF, an Arizona non-profit corporation, for and on behalf of, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document on behalf of the corporation.

[Affix notary seal here]

Constance J. Orr
Notary Public

Signatures continue on following page.

OFFICIAL SEAL
CONSTANCE J. ORR
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMM # 563262
My Comm. Expires May 18, 2023

SIGNATURE PAGE 2 OF 2 TO LEASE

"City

CITY OF SURPRISE

By_____
Skip Hall, Mayor

ATTEST:

_____
Sherry Ann Aguilar, City Clerk

APPROVED AS TO FORM:

_____
Robert Wingo, City Attorney

STATE OF ARIZONA)
) ss:
County of Maricopa)

On this _____ day of _____, 2021, before me personally appeared Skip Hall, the Mayor of the City of Surprise, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document on behalf of the municipal corporation.

[Affix notary seal here]

_____
Notary Public

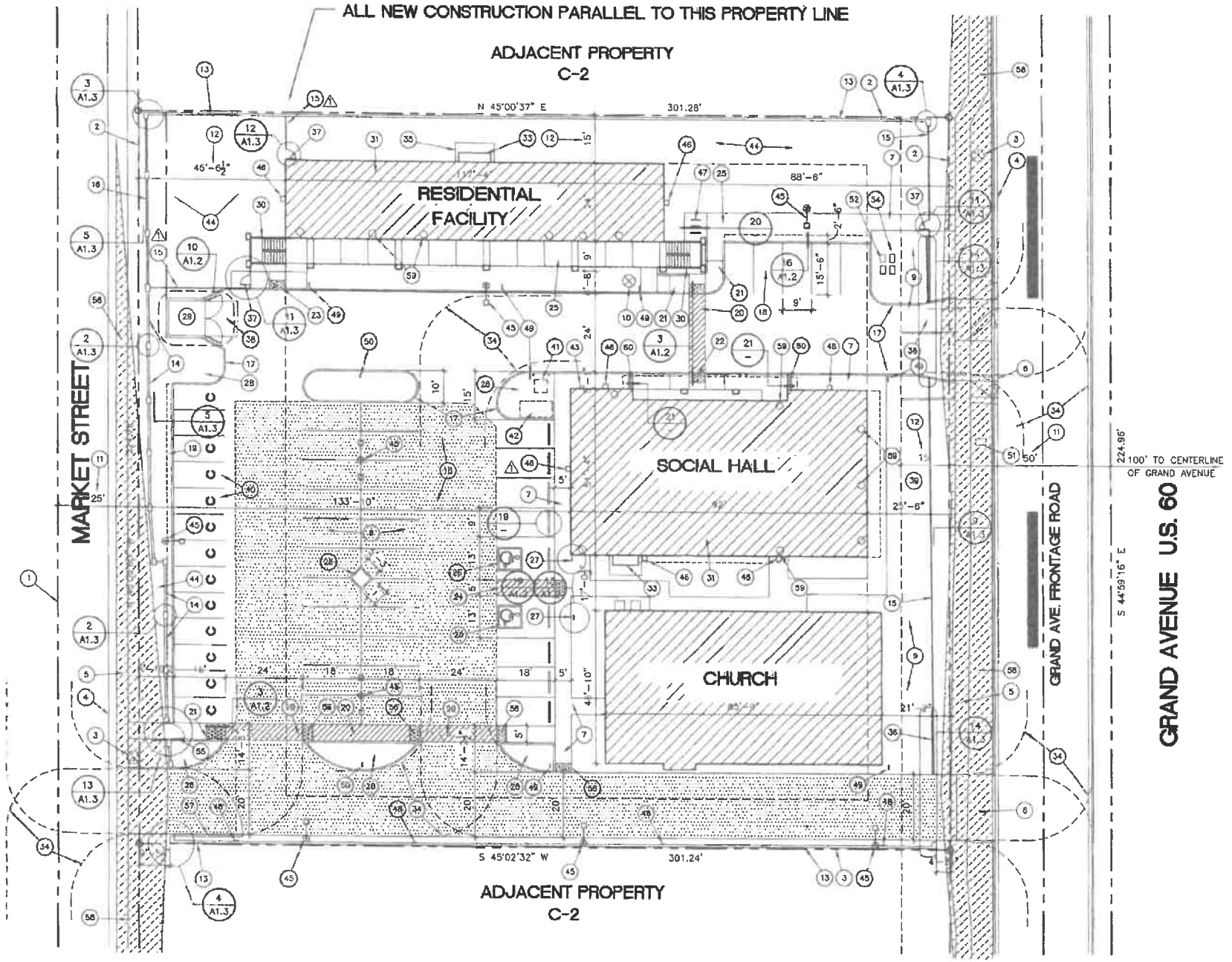
Exhibit A to Lease

Legal Description of the Property

Lot 1 Mustard Seed Ministries Book 1104 Page 44

Exhibit B to Lease

Depiction of Existing Improvements on the Property



SITE PLAN

SCALE : 1"-20'-0"

Exhibit C to Lease

Subrecipient Agreement

SUBRECIPIENT AGREEMENT

Between the City of Surprise

And

A NEW LEAF

For
"Housing Support Center"

Community Development Block Grant
CDBG-CV-NSD-02-2020 (CFDA 14.218)

THIS AGREEMENT, entered **this 1st day of July, 2021**, by and between **the City of Surprise, Arizona,** herein called the "Grantee" or "City" and **A NEW LEAF [DUNS #611923640]** herein called the "Subrecipient." The Grantee and the Subrecipient may collectively be referred to as the "Parties."

WHEREAS, the Grantee is the recipient of Community Development Block Grant (CDBG) funding through the U.S. Department of Housing and Urban Development (hereinafter "HUD" or "Grantor"), identified in the Catalog of Federal Domestic Assistance (CFDA) as program 14.218, from the United States Government under Title I of the Housing and Community Development Act of 1974; Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient In response to the **Coronavirus Pandemic (COVID-19), President Trump authorized the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136 on March 27, 2020** ; and

WHEREAS, Funds must be used to prevent, prepare for, and respond to **COVID-19** and all other funding options must be used prior to using CDBG-CV funding; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing funds from Program Year(s) **2020(B-20-MW-04-0514)** award of August 10, 2020.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. GENERAL AWARD INFORMATION

The subaward from the Grantee to the Subrecipient, which is described below, is for the purpose of carrying out a portion of a Federal award described in section I of this agreement, and creates a Federal assistance relationship with the Subrecipient. This agreement must be updated to reflect any changes to the federal award and the following award information:

Grantee: City of Surprise	**Subrecipient: A New Leaf**
Name of awarding official: Michael T. Frazier	Name of primary contact: Michael Hughes
Title: City Manager	Title: Chief Executive Officer

16000 N Civic Center Plaza Surprise, AZ 85374	868 E. University Drive Mesa, AZ 85203

Federal Award: Community Development Block Grant
CFDA 14.218
Total Amount of Federal Award: $300,000

B-20-MW-04-0514: $300,000

I. SCOPE OF SERVICE

A. **Activities/Levels of Accomplishment**: The Subrecipient will be responsible for administering a CDBG Program described below in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. The Subrecipient is responsible for administrative services needed to carry out the funded program(s) described below and detailed Scope of Work attached hereto as **Exhibit A**, and incorporated herein by reference, as such may be amended from time to time. Such program(s) will include the following activities and levels of program services eligible under the Community Development Block Grant Program:

ACTIVITY	BUDGET AMOUNT	LEVEL OF ACCOMPLISHMENT	TOTAL UNITS/YEAR
03C Homeless Facilities (not operating Costs) 24 CFR 570.201(c)	$300,000	Acquisition, construction, conversion of buildings, or rehabilitation of temporary shelters and transitional housing for the homeless.	1 Public Facility Improvement (LMC)

B. National Objectives: The Subrecipient hereby acknowledges that all activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

CDBG-CV Subrecipients will be required to maintain accurate records documenting the prevention of, preparation for, response to the Coronavirus AND records documenting targeted populations and/or areas being served by the program or project. Funds must be used to prevent, prepare for, and respond to COVID-19 and all other funding options must be used prior to using CDBG-CV funding.

The Subrecipient shall provide written certification within the year-end report to Grantee that the activities carried out under this Agreement met at least one of the CDBG program's national objectives and how this was accomplished. **Target completion date for all projects shall be June 30, 2022.**

C. **Staffing:** The following staff members shall be responsible for compliance with this contract. Any changes in key personnel assigned or their general responsibilities shall be subject to the prior approval of the Grantee.

INDIVIDUAL/TITLE	COMPLIANCE AREA	WORK WEEK & HOURS
Kathy DiNolfi/ Chief Program Officer	Leadership	Monday- Friday 8am-5pm
Michelle Alberti/ Program Director	Project Oversight	Monday- Friday 8am-5pm
Evangelina Sesma/ Program Manager	Project Oversight	Monday- Friday 8am-5pm
TBD/ Housing Case Manager	Direct Housing Service	Monday- Friday 8am-5pm
Keon Montgomery Real Estate Director	Construction Oversite	Monday-Friday 8am-5pm

D. **Performance Monitoring**: The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with the Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time (as dictated in Section II of this contract) after being notified by the Grantee, contract suspension or termination procedures will be initiated or future threshold exceptions will not be allowed.

II. TIME PERFORMANCE

Services of the Subrecipient shall start on the **1st day of July 1, 2021**, and end on the **30th day of June, 2022**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets including program income. A written request must be submitted to the City stating the reason for the extension, and is subject to the amendment process outlined in VI.G below.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **$300,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets (**Exhibit B**) specified in Paragraph I.A. herein and in accordance with performance as follows:

Itemized Budget	CDBG-CV Funds ($)	CDBG Funds ($)	Other General Purpose Funds ($)	Total Project Cost ($)
A & E	$25,000			$25,000
Construction Costs	$ 255,000			$255,000
PM & Planning				
Professional Services	$20,000			$20,000
Total Rehab & Facility	$ 300,000	$0	$0	$300,000
Salary & Related				
Outreach & Marketing				
Postage & Supplies				
Travel & Training				
Communications				
Insurance				
Occupancy				
Equipment & Supplies				
Client Expenses				
Program Expenses				
Total Program & Facility Operations				
Management & General (Indirect 10% Max)				
Total	$300,000			$ 300,000

Budget amendments that total less than 20% of the overall award, and do not increase or decrease total funding award, or result in a change to the purchase order, may be approved by the Neighborhood Services Supervisor without an amendment to the agreement. Request for budget amendments must be made in writing by the Subrecipient. Amendments must be approved in writing prior to requesting reimbursement of amended budget line items.

Reimbursement requests (**Exhibit C**) shall be submitted with proof of expenditure of funds and well as documentation that the benchmark or goal was attained **(Exhibit D Monthly Progress Report due on the 10th). Monthly reports must be completed in the Neighborly portal. No reimbursement requests will be processed if required documentation is outstanding.**

All request for reimbursements must be submitted through Neighborly. When requesting reimbursement, corresponding bills and cash receipts must be uploaded. If the funding is used for salaries, time sheets must be submitted. Allocating staff costs between Program Administration vs. Activity Delivery Costs must be clearly documented. Treatment of dividing allocable costs between PACs and ADCs must be consistently applied and supported by staff timesheet documentations relative to specific eligible activities (See CPD Notice 13-07). **Reimbursement Request due by the 15th of each month.**

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via postal mail (postage prepaid), commercial courier, and personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

V.

GRANTEE	SUBRECIPIENT
Adam Lane	Larry Grubbs
Neighborhood Services Supervisor	Government Grants & Contracts Director
City of Surprise, NSD	A New Leaf
16000 N. Civic Center Plaza	868 E. University Drive
Surprise, AZ 85374-7470	Mesa, AZ 85203
623-222-3238	480-637-1425
Adam.Lane@surpriseaz.gov	contracts@turnanewleaf.org

SPECIAL CONDITIONS

The Subrecipient agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to these regulations.

Arizona Revised Statutes §§ 1-501, 1-502 & 41-1080 prevent a state/city agency from issuing any government benefit, federal, state or locally funded or issuing a new or renewed license to an individual unless the individual has provided the agency with one of the forms of identification listed below.

To become or remain eligible for the benefit this contract outlines, service applicant must verify to subrecipient proof of citizenship.

Below are listed the accepted forms of citizenship identification subrecipient will use for verification purposes:

1. An Arizona driver's license issued after 1996 or an Arizona non-operating identification license.

2. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
3. A United States certificate of birth abroad.
4. A United States passport
5. A foreign passport with a United States visa.
6. A I-94 form with a photograph.
7. A United States citizenship and immigration services employment authorization document or refugee travel document.
8. A United States certificate of naturalization.
9. A United States certificate of citizenship.
10. A tribal certificate of Indian blood.
11. A tribal or bureau of Indian affairs affidavit of birth.
12. A United States Military Veteran identification card.

VI. GENERAL CONDITIONS

A. **General Compliance**: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants {CDBG}) including Subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. **Independent Contractor**: Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent Subrecipient.

C. **Hold Harmless**: The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

D. **Workers' Compensation**: The Subrecipient shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Agreement.

E. **Insurance & Bonding**: The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200. The Grantee requires general liability coverage of Subrecipient naming the Grantee as an additional

insured with $500,000 per person per occurrence coverage.

F. **Grantee/Grantor Recognition**: The Subrecipient shall insure recognition of the role of the Grantee and the Grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. **Amendments**: Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Agreement.

Grantee may, in its discretion amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement or referenced in Section I, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. **Suspension or Termination**: In accordance with 2 CFR 200 the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time.

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.

3. Ineffective or improper use of funds provided under this Agreement.

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200 this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. *Accounting Standards:* The Subrecipient agrees to comply with 2 CFR 200, Uniform Administrative requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures

required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. *Cost Principles:* The Subrecipient shall administer its program in conformance with the requirements of the OMB "Super Circular," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. **Documentation and Record-Keeping**

1. *Records to be Maintained:* The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken.
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program.
c. Records required to determine the eligibility of activities.
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
f. Financial records as required by 24 CFR Part 570.502, and 2 CFR 200.
g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. *Retention:* The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. *Client Data:* The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided and ethnicity in compliance with the Office of Management and Budget's (OMB) revised categories. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. *Disclosure:* The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited.

5. *Property Records:* The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8).

6. *National Objectives:* The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this contract meet one or more of the CDBG program's national objectives - 1) benefit low- and moderate-income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

7. *Close-Outs:* Subrecipient obligations to the Grantee shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

8. *Use and Reversion of Assets:* The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

a. The Subrecipient shall transfer to the Grantee and CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

b. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement (or longer period of time as the Grantee deems appropriate). If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period (or such longer period of time as the Grantee deems appropriate).

c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the

current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

9. *Audits & Inspections:* All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, Grantor agency, their designees or the federal government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data in order to fulfill monitoring requirements. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt of written notice by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit including review of any letters to management conducted in accordance with current City policy concerning Subrecipient audits and 2 CFR 200.

10. *Methods for collection, transmission, and storage of information:* The Subrecipient should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal Awarding Agency, or the City must always provide or accept paper versions of Federal award-related information to and from the Subrecipient. If paper copies are submitted, the Federal awarding agency or the City must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

C. **Reporting and Payment Procedures**:

1. *Federal Funding Accountability and Transparency Act*: Grantee is required under the Federal Funding Accountability and Transparency Act (FFATA) to report information on first-tier sub-awards, including making the executive compensation of awardees publicly available. In conformance with the requirements of the FFATA, the Grantee must report the names and total compensation of the five most highly compensated officers of the entity if: 1) the entity in the preceding fiscal year received i) 80 percent or more of its annual gross revenues in federal awards; and ii) $25,000,000 or more in annual gross revenues from federal awards; and 2) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under the applicable sections of the Securities Exchange Act of 1934 or the Internal Revenue Code of 1986.

2. *Budgets:* The Subrecipient will submit a detailed contract budget in a form and content prescribed by the City for approval by the Grantee. The Grantee and the Subrecipient may agree to revise the budget from time to time in accordance with existing City policies and as described in Section 3.

3. *Program Income:* The Subrecipient shall report monthly with Progress Reports all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504 for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. Subrecipient agrees that all program income funds earned but not used in each monthly draw period shall be remitted to the Grantee, upon Grantee's verification of the draw request. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

4. *Indirect Costs*: Indirect Costs shall not exceed the de minimis indirect cost rate as defined at 2 CFR 200.414(f).

5. *Payment Procedures:* The Grantee will pay to the Subrecipient funds available under this contract based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to utilize funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

6. *Progress Reports:* The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. The parties agree Progress Reports shall be submitted to the Grantee monthly with each draw until closeout requirements are met.

D. **Procurement**

1. *Compliance:* The Subrecipient shall comply with current City policy including the City's Procurement Code, concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. *OMB Standards*: The Subrecipient shall procure materials, property, or services in accordance with the procurement requirements of 2 CFR 200.

3. *Travel*: The Subrecipient shall obtain written approval from the Grantee for any travel expenses outside the metropolitan area with funds provided under this contract.

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR

Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570-606(c) governing and Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies (the Grantee may preempt the optional policies). The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570-606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. *Compliance*: The Subrecipient agrees to comply with any City of Surprise and State of Arizona civil rights ordinances, and laws, and with all applicable Federal Codes and Regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086 and 12107.

2. *Nondiscrimination:* The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable.

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. *Land Covenants*: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and

will not itself so discriminate.

4. *Section 504:* The Subrecipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706), which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. **Affirmative Action**

1. *Approved Plan:* The Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. *Women and Minority Owned Business Enterprise (W/MBE):* The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S. C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. *Access to Records:* The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. *EEO/AA Statement:* The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. *Subcontract Provisions:* The Subrecipient will include the provisions of Paragraphs IX A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipient or subcontractors.

C. **Employment Restrictions**

1. *Prohibited Activity:* The Subrecipient is prohibited from using funds provided

herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. *OSHA:* Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

3. *Right to Know:* Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs shall be assigned to work in accordance with reasonable safety practices. The Subrecipient will comply with the Arizona Public Records Law, including A.R.S. Title 39, Chapter 1.

4. *Labor Standards:* The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 3, 1, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law; nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

5. *Section 3*

a. Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to

those sanctions specified by the Agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Subrecipient further agrees to comply with these Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project-assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

"The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

"The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements."

b. Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Grantor Agency. The Subrecipient will not subcontract with any entity where it

has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations

D. **Conduct**

1. *Assignability:* The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. *Hatch Act*: The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

3. *Conflict of Interest:* The Parties have notice and are aware and understand that A.R.S. § 38-511 is applicable to this Agreement. Additionally, the Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

4. *Lobbying:* The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

d. The Certification Regarding Lobbying 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.C. 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.

5. *Subcontracts*

a. Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content: The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accord with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

6. *Copyright:* If this contract results in any copyrightable material, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for

governmental purposes.

7. *Religious Activities*: The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities, prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. **Air and Water**: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq*.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq. as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. **Flood Disaster Protection**: In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. **Lead-Based Paint**: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. **Historic Preservation**: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are 50 years old or older or that are included on a federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. DUPLICATION OF BENFITS

The CARES Act provides that the Secretary shall ensure there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. 2 Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. As a HUD requirement, the Subrecipient must prevent the duplication of benefits when providing financial assistance with CDBG-CV and ESG-CV funds. Grant funds may not be used to pay for a particular cost if another source of financial assistance is available to pay for that same cost.

REQUIRED POLICIES AND PROCEDURES

To prevent the duplication of benefits, Subrecipient must establish policies and procedures that include the following components:

1. Requirement that any person or entity receiving CDBG-CV assistance (including subrecipients and direct beneficiaries) must agree to repay assistance that is determined to be duplicative. This may be documented through a subrogation agreement or similar clause included in the agreement with the person or entity. The Subrecipient should establish a protocol to monitor compliance based on risk of duplication of benefits for each activity.
2. Method of assessing whether the use of these funds will duplicate financial assistance that is already received or is likely to be received (such as insurance proceeds) by acting reasonably to evaluate the need and the resources available to meet that need. Subrecipients should evaluate current programs available at the local, county, state, and federal level as well as current and anticipated non-governmental assistance from nonprofits or faith-based groups and establish lines of communication for preventing duplication of benefits. HUD has prepared a list of active Federal CARES Act and coronavirus response programs and funding sources to help grantees

evaluate potential risk for duplication for each activity and applicant. Subrecipients should target CDBG-CV activities to address unmet needs and gaps to reduce the risk of duplication of benefits.

XV. ENTIRE AGREEMENT

This Agreement, including all Exhibits attached hereto, embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to the subject matter. In the event of a conflict between this Agreement, on one hand, and any Exhibit attached hereto, on the other hand, the provisions of this Agreement shall control; provided, if it is possible to comply with the requirements of this Agreement and the Exhibits, the parties shall do so. The following Exhibits are attached to this Agreement and incorporated herein:

Exhibit A	Scope of Services
Exhibit B	Project Budget
Exhibit C	Reimbursement Form
Exhibit D	Project Progress Report
Exhibit E	City of Surprise CDBG Policies and Procedures
Exhibit F	A New Leaf Project Proposal

IN WITNESS WHEREOF, the parties have executed this CDBG Subrecipient Agreement to be duly executed by authorized officers as of the Effective Date which is on the day and year first written above.

CITY OF SURPRISE:

By: _____
Michael T. Frazier, City Manager

Date: 8/2/21

SUBRECIPIENT:

DocuSigned by:

By: Michael Hughes
7B9541D1D8EAB141...
Michael Hughes, Director

Date: 7/22/2021 | 10:44 AM MST

Approved as to form:

_____
Robert Wingo, City Attorney

Date: 7/23/21

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Community Development Block Grant Project CDBG-CV-NSD-02-2020 (CFDA 14.218)

EXHIBIT A

Statement of Work

Activities Description

In support of the City of Surprise efforts to acquire, renovate, and open a Housing Support Center in response to the COVID-19 Pandemic, A New Leaf will renovate an existing facility, and operate an emergency housing facility, and Day Resource Center in Surprise. The Housing Support Center will provide services to prevent and respond to homelessness among individuals and families impacted by the COVID-19 pandemic, and to mitigate the spread of the coronavirus among unsheltered individuals, and subsequently the community at large. The facility, located at 12763 W. Grand Avenue, Surprise, AZ 85374, was identified by the City of Surprise as a viable location for services. The "SEEDS of Life Center", named in part to honor the historical value this site has had in the community, providing emergency housing services and support for people in need. A New Leaf will operate the facility in line with the agency mission of "Helping Families…. Changing Lives." SEEDS = Shelter, Employment, Education, Development, and Support.

Emergency Housing

Seven apartment-style units will provide emergency shelter for families with minor age children who are homeless. Individual units will allow male adults to be sheltered with their families, thereby preserving the family unit to avoid further trauma and hardship. Up to two, single female adults with children may share a unit if appropriate. Additionally, shelter placement for single females with no children may be considered.

Day Resource Center

Support services will be available to shelter residents, as well as community members who are experiencing hardships related to the pandemic to prevent families and individuals from becoming homeless. All services will be delivered with consideration for social distancing and following CDC guidelines. Proposed onsite services include:

- Case management
- Employment assistance
- Budget coaching
- Assistance with applying for public benefits
- Transportation assistance
- Access to computers
- Information and assistance with applying for Rapid Re-Housing or Tenant Based Rental Assistance
- Access site for WIC and SNAP
- A Coordinated Entry site for assessing, and referring individuals and families to appropriate need-based housing interventions in Maricopa County
- Resources and referrals for other community assistance services, including COVID testing sites and related health services.

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1.1 National Objective

This Project meets the following National Objectives as required by 24 CFR 570:

1.1.1 Benefitting Low and Moderate Income Persons- L/M Income Limited Clientele (LMC)

1.2 Eligible Activity

This Project meets the eligible activity under the below Matrix Codes and as allowed by 24 CFR 570.201(c), 570.201(e) + 570.201(c)(2)

1.2.1 **03C**- Homeless Facilities (not operating costs) Acquisition, construction, conversion of buildings, rehabilitation of temporary shelters and transitional housing for the homeless.

2 Scope of Services

A New Leaf will:

2.1 Procure and contract for construction services to rehabilitate the existing facility to minimum property and use standards to operate the Housing Support Center.

2.2 Acquire furnishings, equipment and program supplies.

3 Performance Outcomes

City of Surprise shall evaluate and measure A New Leaf's overall effectiveness based on the following outcomes:

A New Leaf will:

3.1 Improve one (1) public facility through rehabilitation of an existing facility.

3.2 Serve one-hundred (100) unduplicated persons experiencing homelessness throughout the program year.

3.3 One- Hundred percent (100%) of performance reports (Exhibit B & D) will be submitted timely. The City reserves the right to add, remove, or revise reporting requirements at its discretion.

3.4 Performance reporting is due on the 15th of each month following the month being reported (i.e, February 15th for January report).

4 Staffing

A New Leaf will provide adequate staffing qualified to administer the scope of services.

5 Administration

A New Leaf shall:

5.1 Be responsible for hiring, managing, training, and terminating staff as necessary, in accordance with A New Leaf's established policy and procedures.

5.2 Ensure staff training is commensurate with role and responsibility.

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EXHIBIT B (as may be amended)

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SURPRISE
ARIZONA

City of Surprise Subrecipient Agreement

Program YR	20
City FY	22

City of Surprise Neighborhood Services - Subrecipient Budget

Subrecipient Name	A New Leaf			Date of request:	
Contract No	Housing Support Center			Contract Amount ($)	$ 300,000.00
Address				Contract Balance ($)	$ 300,000.00
Contact Person	Larry Grubbs, Government Grants and Contracts Director			Contract Start Date	1-Jul-21
Phone	480-637-1425	Email	contracts@turnanewleaf.org	Contract End Date	30-Jun-22

Actual receipts, invoices, bank statements or copies of such items MUST be included to process this request.

Itemized Budget	Budgeted Amount ($)	Amount Previously Expended ($)	Amount of this Request ($)	Remaining Balance ($)	YTD % Expended
Rehabilitation & Facility Expenses					
Architectural & Engineering	$ 25,000	$ -	$ -	$ 25,000.00	0%
Construction Costs	255,000	$ -	$ -	$ 255,000.00	0%
Project Management		$ -	$ -	$ -	#DIV/0!
Professional Services	20,000	$ -	$ -	$ 20,000.00	0%
Total Rehab & Facility Expenses	$ 300,000.00	$ -	$ -	$ 300,000.00	0%
Program & Facility Operations					
Salary & Fringe		$ -	$ -	$ -	#DIV/0!
Outreach & Marketing		$ -	$ -	$ -	#DIV/0!
Postage & Supplies		$ -	$ -	$ -	#DIV/0!
Travel & Training		$ -	$ -	$ -	#DIV/0!
Communications		$ -	$ -	$ -	#DIV/0!
Insurance		$ -	$ -	$ -	#DIV/0!
Occupancy		$ -	$ -	$ -	#DIV/0!
Equipment/Supplies		$ -	$ -	$ -	#DIV/0!
Client Expenses		$ -	$ -	$ -	#DIV/0!
Program Expenses		$ -	$ -	$ -	#DIV/0!
Total Program & Facility Expenses	$ -	$ -	$ -	$ -	#DIV/0!
Administration					
Management & General (Indirect 10% Max)	$ -	$ -	$ -	$ -	#DIV/0!
Total Program Administration	$ -	$ -	$ -	$ -	#DIV/0!
Total	$ 300,000.00	$ -	$ -	$ 300,000.00	0%

Recipient Authorized Signature | Date | Title

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. In accordance with 2 CFR 200.415, By signing this request, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 3).

Performance Received YES/NO		For HSCV NSD Use Only	
HSCV NSD COORDINATOR APPROVAL	DATE		
FINANCE APPROVAL	DATE		
PO #	Account String#	HSCV NSD SUPERVISORY APPROVAL	Date

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Statement

Case Id: 32119
Name: A New Leaf - Housing Support Center
Address: *No Address Assigned

Funding Source: All

Date	Funding Source	Type	Category	Amount
7/21/2021	CDBG-CV-3	Amendment	Architectural & Engineering	$25,000.00
7/21/2021	CDBG-CV-3	Amendment	Construction Costs	$255,000.00
7/21/2021	CDBG-CV-3	Amendment	Professional Services	$20,000.00
			Escrowed Deposited Amount	**$300,000.00**

Date	Funding Source	Type	Category / Payee	Amount
			Expensed Amount	**$0.00**
			Remaining Balance	**$300,000.00**

This statement is accepted as a complete and final accounting for the escrow account funds.

Funding Source	Remaining Balance
CDBG-CV-3	$300,000.00
Total Balance	**$300,000.00**

Staff Certification _____ Date _____

Mailed to Borrower _____ Copy to Program file _____

Prepared By: Adam Lane on 7/21/2021

Neighborly Software

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City of Surprise
Neighborhood Services Division
CDBG Project Performance Report

Activity Name: _____
Subrecipient: _____
Contract Number: _____
Contact Person: _____
Phone: _____
Email: _____
Date Submitted: _____

Accomplishments: List Accomplishments achieved to date:

Activity is approximately ☐ 30% ☐ 40% ☐ 50% ☐ 60% ☐ 70% ☐ 80% ☐ 90% ☐ 100% complete.

Implementation Schedule

Tasks yet to be completed	Estimated completion date

Davis-Bacon Labor Compliance (attach jobsite interview sample along with related certified payroll sample)

Date of Site Visit	# of Interviews	Activities Observed

HUMAN SERVICE & COMMUNITY VITALITY DEPARTMENT

SURPRISE
ARIZONA

Section 3 Compliance

Number of new hires to date	Section 3 hires to date	Anticipated new hires remainder of contract	Section 3 sub-contractors hired (list)

Describe efforts to hire Section 3 workers and sub-contractors

Summary of Cost Overruns (Provide summary of additional costs, change orders, etc. & explain reasons for overruns):

Special Accomplishments and Achievements:

Areas of Concern:

HUMAN SERVICE & COMMUNITY VITALITY DEPARTMENT

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City of Surprise, Arizona

POLICIES AND PROCEDURES MANUAL

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INTRODUCTION

The Community Development Block Grant (CDBG) program was established by Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, 42 United States Code 5301. Under the CDBG program, the U.S. Department of Housing and Urban Development (HUD) awards grants to State and local governments.

CDBG grew out of the consolidation of eight categorical programs under which communities competed nationally for funds. The consolidated programs include:

- Open Space;
- Urban Renewal;
- Neighborhood Development Program grants;
- Historic Preservation grants;
- Model Cities supplemental grants;
- Public Facilities loans;
- Neighborhood Facilities grants; and
- Water and Sewer grants.

The primary objective of the CDBG Program
is the development of viable urban communities,
by providing decent housing and a suitable living environment,
and expanding economic opportunities,
principally for persons of low and moderate income.

To be eligible for funding, program-funded projects must satisfy one of three HUD national program objectives required in 24 CFR (Code of Federal Regulations) 570.208:

- provide a benefit to low- and moderate-income persons,
- prevent or eliminate slums or blight, or
- meet other urgent community development needs due to disasters or other emergencies.

At least 70 percent of the total CDBG funds expended must be used for activities that benefit low- and moderate-income persons, over a one-, two-, or three-year period (selected by the grantee).

To achieve these goals, the CDBG statute and regulations set forth eligible activities and the national objectives that each activity must meet. As recipients of CDBG funds, the City of Surprise is charged with ensuring that these requirements are met.

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NATIONAL OBJECTIVES

Each activity, except planning and administrative activities, must meet one of the CDBG program's three broad National Objectives:

1. Benefit low- and moderate-income persons,
2. Aid in the prevention or elimination of slums or blight, or
3. Meet community development needs having a particular urgency.

At least 70 percent of the grantee's overall expenditures during a one-, two- or three-year period (specified by the grantee) must be used for activities that benefit low- and moderate-income persons.

Activities benefiting low- and moderate-income persons

Area benefit activities

An activity, the benefits of which are available to ***all*** the residents in a particular area, where at least 51 percent of the residents are low- and moderate-income persons. The service area must be primarily residential, and the activity must meet the identified needs of low- and moderate-income persons. Examples include: street improvements, water and sewer lines, neighborhood facilities, and facade improvements in neighborhood commercial districts. Such an activity must meet one of the following qualifying criteria:

a) Fifty-one percent of the persons residing in the service area are low and moderate income, supported by the most recently available decennial census information, together with the Section 8 income limits that would have applied at the time the income information was collected by the Census Bureau. (HUD provides grantees with information by census tract and block group that may be used to determine this percentage); or

b) Fifty-one percent of the persons residing in the service area are low- and moderate-income residents supported by a current survey of the residents of the service area ***if*** the recipient believes that the census data do not reflect current relative income levels in an area, **or** where census boundaries do not coincide sufficiently well with the service area of an activity. The survey results must meet statistical reliability standards and be approved by HUD; or

c) Under the Exception Criteria, a service area that contains less than 51 percent low- and moderate-income residents will be considered to meet this National Objective if the proportion of low- and moderate-income persons in the area is within the ***highest quartile*** of all areas in the recipient's jurisdiction in terms of the degree of concentration of such persons. HUD will determine the lowest proportion a recipient may use to qualify an area for this purpose.

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Area Benefit Activities Records to be maintained:

- Boundaries of the service area;
- Data showing the percent of low- and moderate-income persons residing in the service area; and
- Data showing that the area qualifies under the exception rule if the percent of low- and moderate-income persons in the service area is less than 51 percent. Specific data requirements for the Consolidated Annual Performance and Evaluation Report (CAPER) can be found in the Appendix to Chapter 6, CAPER Information.

Limited clientele activities

An activity that benefits a limited clientele, at least 51 percent of whom are low- and moderate-income persons. Examples include: construction of a senior center; public services for the homeless; meals on wheels for the elderly; and construction of job training facilities for the handicapped. The activity must meet one of the following qualifying criteria:

a. The activity must exclusively serve a group of persons in any one or a combination of categories generally presumed to be principally low and moderate income: abused children, battered spouses, elderly persons, adults meeting the definition of "severely disabled" in the Bureau of Census's Current Population Reports, homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers; or

b. Information must be required on family size and income to document that at least 51 percent of the clientele are persons whose family income does not exceed Section 8 low- and moderate-income limits; or

c. The activity must have income eligibility requirements that limit the activity exclusively to low- and moderate-income persons; or

d. The activities must be of such nature and in such location that it may be reasonably concluded that the activity's clientele will primarily be low- and moderate-income persons.

e. A special project that serves to remove material and architectural barriers that restrict the mobility and accessibility of elderly persons or of adults meeting the definition of "severely disabled" in the Bureau of Census's Current Population Reports will qualify if it is restricted, to the extent practicable, to the removal of such barriers by assisting:
    - the reconstruction of a public improvement or facility, or portion thereof, that does not serve an area that is predominantly low and moderate income;
    - the rehabilitation of a privately-owned non-residential building or improvement that does not serve an area that is predominantly low or moderate income or create or retain jobs primarily for low- and moderate-income persons; or,

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- the rehabilitation of the common areas of a residential structure that is not principally occupied by low- and moderate-income households.

Limited Clientele Records to be maintained:
One of the following types of documentation must be kept for each activity:

- Documentation showing that the activity is designed for and used by a segment of the population presumed by HUD to be principally low and moderate income; or
- Documentation describing how the nature and, if applicable, the location of the activity establishes that it will primarily benefit low- and moderate-income persons; or
- Date showing the size and annual income of the family of each person receiving the benefit; or
- Data showing that the activity is a special project removing accessibility barriers in the limited cases described above.

Housing activities

An activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be principally occupied by low- and moderate-income households. Examples include: property acquisition or rehabilitation of property for permanent housing; conversion of non-residential structures into permanent housing; and new housing construction. The activity must meet the following qualifying criteria:

a) One-unit structures must be occupied by low- and moderate-income households.
b) Two-unit structures must have at least one unit occupied by a low- and moderate-income household.
c) Structures containing more than two units must have at least 51 percent of the units occupied by low- and moderate-income households.
d) Rental buildings under common ownership and management that are located on the same or contiguous properties may be considered as a single structure.
e) For rental housing, occupancy by low- and moderate-income households must be at affordable rents, consistent with standards adopted and publicized by the CDBG grantee for determining "affordable rent" levels.
f) Assistance to reduce the development cost of the new construction of non-elderly, multi-unit rental structures may qualify if: (a) at least 20 percent of the units are occupied by low- and moderate-income households; (b) where low- and moderate-income occupancy is between 20 percent and 51 percent, the CDBG proportion of the total development costs (including the costs of all work from design and engineering through completion

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of the physical improvements and, if integral to the project, the costs of acquisition) is no greater than the proportion of units occupied by low- and moderate-income households.

Records to be maintained:

- A copy of the written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-unit structure assisted and the number of those units that will be occupied by low- and moderate-income households after assistance.
- The total cost of the activity, including both CDBG and non-CDBG funds.
- For each unit occupied by a low- and moderate-income household, the size, ethnicity, and income of the household.
- For each property acquired on which there are no structures, evidence of commitments ensuring that the above criteria will be met when the structures are built.
- Where applicable, records documenting that the activity qualified under the exception allowed for new construction of non-elderly, multi-unit, rental housing.

For rental housing only:

- Rent charged (or to be charged) after assistance, for each dwelling unit in each structure assisted; and
- Information as necessary to show the affordability of units occupied (or to be occupied) by low- and moderate-income households pursuant to criteria established and made public by the grantee.

Job creation or retention activities

An activity designed to create or retain permanent jobs where at least 51 percent of that, computed on a full-time equivalent (FTE) basis, involve the employment of low- and moderate-income persons. Potentially eligible activities include: construction by the grantee of a business incubator designed to offer space and assistance to new firms to help them become viable small businesses; loans to pay for the expansion of a plant or factory; and assistance to a business to prevent closure and a resultant loss of jobs for low- and moderate-income persons.

As a general rule, each assisted business shall be considered to be a separate activity for purposes of determining whether the activity qualifies. However, in certain cases, such as where CDBG funds are used to acquire, develop or improve real property (e.g., a business incubator or an industrial park), the requirement may be met by measuring jobs in the aggregate for all the businesses that locate on the property, provided such businesses are not otherwise assisted by CDBG funds. Additionally, where CDBG funds are used to pay for the

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staff and overhead costs of an entity making loans to businesses from non-CDBG funds, this requirement may be met by aggregating the jobs created or retained by all of the businesses receiving loans during each program year. Finally, a job creation/retention activity undertaken pursuant to the strategy for a HUD-approved Neighborhood Revitalization Strategy Area may be considered to meet the low/moderate area benefit National Objective under 570.208(d)(5)(i).

Jobs may be taken by low- and moderate-income persons or made available to such persons. Jobs are only considered to be ***available to*** low- or moderate-income persons when:

1. Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and

2. Local government and/or the assisted business take actions to ensure that low- and moderate- income persons receive ***first consideration*** for filling such jobs.

Records to be maintained for benefit based on job creation:
Where the grantee chooses to document that at least ***51 percent of the jobs will be available to*** low- and moderate-income persons, documentation for each assisted business shall include:

A copy of a written agreement, containing:
- A commitment by the business that it will make at least 51 percent of the FTE jobs available to low- and moderate-income persons and will provide training for any of those jobs requiring special skills or education;
- A listing by job title of the permanent jobs to be created, indicating which jobs will be available to low- and moderate-income persons, which jobs require special skills or education, and which jobs are part-time; and,
- A description of the actions to be taken by the grantee and business to ensure that low- and moderate-income persons receive ***first consideration*** for these jobs; and
- A listing by job title of the permanent jobs filled, and which jobs were available to low- and moderate-income persons, as well as a description of how first consideration was given to any such persons for these jobs. The description shall include what type of hiring process was used; the names of the low- and moderate-income persons interviewed for each such job; and those hired.

or
Where the grantee chooses to document that at least ***51 percent of the jobs will be held by*** low- and moderate-income persons, documentation for each assisted business shall include:

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- A copy of a written agreement, containing: (1) a commitment by the business that at least 51 percent of the jobs created, on a full- time equivalent basis, will be held by low- and moderate-income persons; and (2) a listing by job title of the permanent jobs to be created (identifying which are part- time, if any).
- A listing by job title of the permanent jobs filled and which jobs were ***initially taken*** by low and moderate-income persons;
- For each low- and moderate-income person hired, information on the size and annual income of the person's family prior to the time the person was hired for the job, or evidence that the person may be presumed to be low or moderate income based on the location of the business or the person's residence [see §570.208(a)(4)(iv)].

For benefit based on job retention, the following documentation must be kept:

1. Evidence that in the absence of CDBG assistance, the jobs would be lost; and,
2. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low- and moderate-income persons at the time the assistance is provided; and,
3. Where applicable, identification of any of the retained jobs (other than those known to be held by low- and moderate-income persons) that are projected to become available to low- and moderate-income persons through job turnover within two years of the time CDBG assistance is provided, and information on how the turnover projections were calculated; and,
4. For each retained job claimed to be held by a low- and moderate-income person, information on the size and annual income of the person's family, or evidence that the person may be presumed to be low or moderate income based on the location of the business or the person's residence [see §570.208(a)(4)(iv)]; and,
5. For jobs claimed to be available to low- and moderate-income persons based on job turnover: a description covering the items required for "available to" jobs identified above; a listing of each job that has turned over to date, indicating which of those jobs were either taken by, or made available to low- and moderate-income persons; and a description of how "first consideration" was given to low- and moderate-income persons for those jobs.

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Activities that aid in the prevention or elimination of slums or blight

Activities to address slums or blight on an area basis

An activity that aids in the prevention or elimination of slums or blight in a designated area. Examples include: assistance to commercial or industrial businesses, public facilities or improvements, and code enforcement **in a blighted neighborhood.**

The activity must meet ***all*** of the following qualifying criteria:

a. The area, delineated by the grantee, must meet a definition of a slum, blighted, deteriorated or deteriorating area under state or local law;
b. There must be a substantial number of deteriorated or deteriorating buildings throughout the area, or the public improvements are in a general state of deterioration;
c. The activity must address one or more of the conditions that contributed to the deterioration of the area; and
d. If rehabilitation of residential buildings not occupied by low- and moderate-income households is undertaken, each such building rehabilitated must be considered substandard under local definition before rehabilitation, and ***all deficiencies making a building substandard must be corrected before less critical work on the building may be undertaken.***

Records to be maintained:

- Boundaries of the area.
- A description of the conditions that qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the qualifying criteria.
- For each residential rehabilitation activity:
- A local definition of 'substandard' that must be at least as stringent as the housing quality standards used in the Section 8 Housing Assistance Payment Program - Existing Housing; and
- A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and
- Details and scope of CDBG-assisted rehabilitation, by structure

Activities to address slums or blight on a spot basis

An activity that aids in the prevention or elimination of slums or blight ***outside of a slum or blighted area***. Examples include: elimination of faulty wiring, falling plaster, or other similar conditions that are detrimental to all potential occupants; historic preservation of a deteriorated public facility; and demolition of a vacant, deteriorated, abandoned building. The activity must meet the following qualifying criteria:

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a) The activity must be designed to eliminate ***specific conditions of blight or physical decay*** on a spot basis; and

b) The activity must be limited to ***acquisition, clearance, relocation, historic preservation, and/or rehabilitation of buildings***. Rehabilitation is limited to the extent necessary to eliminate specific conditions ***detrimental to public health and safety.***

Records to be maintained:

- A description of the specific condition of blight or physical decay treated;
- For rehabilitation carried out under this category, a description of the structure, including:

(1) the specific conditions detrimental to public health and safety that were identified and (2) details and scope of the CDBG-assisted rehabilitation.

Activities to address slums or blight in an urban renewal area

An activity that aids in the elimination or prevention of slums or blight in an urban renewal area. The activity must meet the following qualifying criteria:

- The activity must be located within a Federally designated ***urban renewal project area or Neighborhood Development Program (NDP) action area;*** and,
- The activity must be ***necessary to complete the urban renewal plan***, then in effect, including ***initial*** land redevelopment permitted by the plan.

Records to be maintained:

A copy of the Urban Renewal Plan, in effect at the time the CDBG activity is carried out, including maps and supporting documentation.

Activities designed to meet urgent community development needs

An activity designed to alleviate existing conditions that have a particular urgency. Examples include reconstruction of water and sewer lines destroyed by major catastrophes or emergencies such as floods or tornadoes. The activity must meet the following qualifying criteria:

1. The existing conditions must pose a ***serious and immediate threat to the health or welfare*** of the community;
2. The existing conditions are of ***recent origin*** or recently became urgent (generally within the past 18 months);
3. The grantee is ***unable to finance*** the activity on its own; and
4. ***Other sources of funding are not available.***

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Records to be maintained:

- Documentation concerning the nature and degree of seriousness of the condition requiring assistance;
- Evidence that the grantee certified that the CDBG activity was designed to address the urgent need;
- Information on the timing of the development of the serious condition; and
- Evidence confirming that other financial resources to alleviate the need were not available.

Acquisition of Real Property

- According to 24 CFR 570.208(d), where the assisted activity is ***acquisition of real property***, a preliminary determination of whether the activity addresses a National Objective may be based on the planned use of the property after acquisition. The documentation required depends on planned use.
- ***Where acquisition is for the purpose of clearance*** that will eliminate specific conditions of blight or physical decay, ***the clearance activity will be considered the actual use of the property.*** However, any subsequent use or disposition of the cleared property is treated as "change of use" under §570.505.

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PROGRAMS – HOUSING REHABILITATION

Homeowner rehabilitation is one of the most common community development programs administered nation-wide. The City of Surprise has a robust housing rehabilitation program that provides deferred loan for low- and moderate-income residents for residential improvements to (1) health, safety, and livability improvements and (2) home weatherization and energy efficiency.

Eligible Types of Assistance

The City of Surprise delivers two home rehabilitation programs utilizing CDBG funding: home safety and weatherization.

The priorities of the home rehabilitation program are to:

- Improve the health and safety of homes and
- Provide weatherization improvements that increase the energy efficiency of homes.

The following costs may be eligible for low- and moderate-income homeowners who qualify for either the Home Safety or Home Weatherization Rehabilitation Programs.

Costs—Costs of labor, materials, supplies and other expenses required for the rehabilitation of property, including repair or replacement of principal fixtures and components of existing structures (e.g., the heating system).

Security devices—Installation costs of sprinkler systems, smoke detectors and dead bolt locks, and other devices for security purposes.

Conservation—Costs required to increase the efficient use of water (e.g., water saving faucets and shower heads) and improvements to increase the efficient use of energy in structures through such means as installation of storm windows and doors, insulation, and modification or replacement of heating and cooling equipment.

Barrier removal—Costs to remove material and architectural barriers that restrict the mobility and accessibility of elderly and severely disabled persons to buildings and improvements that are eligible for rehabilitation under this category.

Landscaping, sidewalks, and driveways—The costs of installation or replacement of landscape materials, sidewalks, and driveways *when incidental to other rehabilitation of the property.*

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Lead-based paint hazard evaluation and reduction—The costs of evaluating and treating lead-based paint may be undertaken under this category whether alone or in conjunction with other rehabilitation.

Rehabilitation services—Staff costs and related expenses required for outreach efforts for marketing the program, rehabilitation counseling, screening potential applicant households and structures, energy auditing, preparing work specifications, loan underwriting and processing, inspections, and other services related to assisting owners, tenants, contractors, and other entities who are participating or seeking to participate in rehabilitation activities eligible under this category; under the Section 312 of the Housing Act of 1964, as amended; under Section 810 of the Act; or under Section 17 of the United States Housing Act of 1937.

*Rehabilitation does **not** include:*

- Creation of a secondary housing unit attached to a primary unit;
- Installation of luxury items, such as a swimming pool;
- Costs of equipment, furnishings, or other personal property not an integral structural fixture, such as: a window air conditioner or a washer or dryer (but a stove or refrigerator is allowed);
- Labor costs for homeowners to rehabilitate their own property; or
- Other items designated by the City of Surprise.

Project Guidelines

- Eligibility is limited to onsite homeowners. The program is not available for rental units.
- Funding in provided as a deferred loan. Recipients have a lien on their property that is removed when property changes ownership and the loan is repaid.
- Funding is not available to homeowner's who have an active lien from the City of Surprise on their property for a rehabilitation project.
- Property may not be located in a Special Flood Hazard Area (SFHA).
- Funding in provided on a first-come, first-serve basis to Surprise residents who meet income eligibility requirements and have an eligible project.
- Applicants must choose to participate in either (but not both) the (1) housing safety or (2) weatherization program. Project cost cannot exceed $20,000.
- Project must meet the minimum standards habitability for building code (no sewer, no running water, etc.) be a habitable structure.

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Small Grant Guidelines

Homeowner Rehabilitation Grant Program

- These projects will include typical small residential repairs and activities allowed by local and HUD regulations.
- Preference may be given to properties within the areas designated as low- and moderate-income per the latest Census information. However, any property within the Surprise city limits is eligible, if the owner qualifies as low- and moderate-income.
- Applicants must have recorded documentation of property ownership.
- The applicant's household income shall not exceed 80 percent of the current area median income at the time of application. Median income is established annually by HUD and provided through the Income Limits Documentation System
- Financing will be in the form of a grant not to exceed $3,000 per three-year period, beginning with the date of project completion. Funds cannot be used on the same activity more than once.
- Cost estimates may be solicited by the homeowner from licensed, insured, and appropriately certified contractors. The project scope of work, cost estimates, and regulatory requirements will be reviewed for accuracy by the Rehab Coordinator.
- Cost estimates may be solicited by the Rehab Coordinator through the micro-purchase procedure, after inspection of the project and development of a scope of work.

Marketing and Outreach

The City of Surprise will make consistent and planned efforts to reach out to low- and moderate-income residents about the City's rehabilitation program.

- All marketing materials and program application will be available in both English and Spanish.
- The City's website, outline the rehabilitation program, is able to fully translated into Spanish
- Mailings to in both English and Spanish are utilized when reaching out to residents in the Original Town Site (OTS).
- The City will participate in community events and provide information on the rehabilitation program
- Social media is utilized to inform residents of the program
- Neighborhood Services staff participate in quarterly Community Resources Meetings to share information on the rehabilitation program.
- The City Resource Center provides information and referral into the rehabilitation program.

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Staff Training

Staff training includes:

- Access to HUD Exchange online trainings and webinars as applicable
- Utilizing Basically CDBG
- Requirements of 24 CFR 570.202 – Eligible Rehabilitation and Preservation Activities

Standard Specifications/Performance Model

- Projects must demonstrate a substantial improvement to the health and safety of a home or substantial improvement to the energy efficiency or a home.
- All completed projects must meet the standards of the local housing code.
- Completed project must me the standards set forth in the Maricopa HOME Consortium's Minimum Basic Housing Rehabilitation Standards.

Income Verification

Owner-occupied housing rehabilitation programs established to meet the National Objective of Low- and Moderate-Income Housing (LMH) found at 24 CFR 570.208(a)(3) must benefit households earning less than 80% of area median income adjusted for household size as published by HUD.

- Once chosen for a particular program, the income determination method shall be consistently applied for all applicants.
- The City does not accept self-certification for documenting compliance with the housing national objective.
- The CDBG assistance should be provided within 6 months of the income certification date or the verification process should begin again.

Annual income as reported under the Census long-form for the most recent available decennial Census. This definition includes:

- Wages, salaries, tips, commissions, etc.;
- Self-employment income from own nonfarm business, including proprietorships and partnerships;
- Farm self-employment income;
- Interest, dividends, net rental income, or income from estates or trusts;
- Social Security or railroad retirement;
- Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs;
- Retirement, survivor, or disability pensions; and
- Any other sources of income received regularly, including Veterans' (VA) payments,

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unemployment compensation, and alimony; or
- Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

The City estimates the annual income of a family or household by projecting the prevailing rate of income of each person at the time assistance is provided for the individual, family, or household (as applicable). Estimated annual income includes income from all family or household members, as applicable. Income or asset enhancement derived from the CDBG-assisted activity shall not be considered in calculating estimated annual income.

Small Bid Procedures

The City of Surprise uses small purchase procedures for housing rehabilitation projects. Price or rate quotations are obtained from an adequate number of qualified sources. Generally, obtaining three (3) bids is regarded as a minimum standard for small purchase procurements. In order for the formal sealed bid procedure to be feasible, two (2) or more responsible bidders must be willing and able to compete effectively for the business (i.e. two bids must be received).

Micro-Purchase Procedures

The City of Surprise uses micro-purchase procedures for housing rehabilitation projects when the total contract amount is less than $5,000. See City Code 2-339 501(A).

Beneficiary Dispute Resolution

The Program Coordinator shall arbitrate all claims between the Owner and Contractor and on all other matters relating to the execution and progress of the work or in the interpretation of the contract documents.

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Housing Rehab Contractors

Choosing a contractor

Contractors are chosen in accordance with the City of Surprise's Procurement Policy and requirements of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractors are chosen based upon lowest price, responsiveness, and capacity.

Contractor Scoring

Lowest Price for Scope of Work	Pass/Fail
Responsiveness to RFQ	Pass/Fail
Capacity to complete project in a timely manner	Pass/Fail

Adequate Pool of Contractors

The City works to have a wide and qualified pool of contractors to complete home rehabilitation projects.

- Contractors are informed of projects through the City's procurement website and registered contractors receive email notices from the Department of Procurement.
- Project RFP's are emailed to the Public Housing Authority so that the City may have more Section 3 residents bidding on projects.
- Project RFP's are posted at the City's Resource Center and provided to the City's Workforce Coordinator

Monitoring of Contractors

The City is responsible for ensuring that CDBG funds are used in accordance with all program requirements. The use of designated public agencies, subrecipients, or contractors does not relieve the City of this responsibility. The City is also responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts, and for taking appropriate action when performance problems arise.

The City provides oversight of rehabilitation contractors by having the following key policies in place;

- Program Coordinator meets with and does a job walk with contractor prior to beginning work.
- Onsite inspections by the Program Coordinator are required on daily during construction.
- The project coordinator does a final walk through and documents that the project reflect the scope of work and applicable municipal building code.

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Procedure for Changes in Scope of Work

The City has a standardized process for making changes in the scope of work during a rehabilitation project.

- Contractor informs Rehab Coordinator of need for a change order.
- Rehab Coordinator reviews request to determine need and cost.
- If needed, Supervisor reviews and signs off on separate cost estimate.

Ensuring Reasonable Cost Estimates

The City's home rehabilitation program two focus areas of improving the health and safety of homes; and improving the weatherization of homes through energy efficiency projects. These two program area naturally limit the areas of eligible home rehabilitation projects.

Project reasonableness is ensured by;

- Comparing the project to past similar projects
- Review by Rehab Coordinator and Supervisor.

Contractor Responsibilities and Notices

Contractor agrees to furnish all of the materials, obtain necessary approvals and permits, and perform all of the labor to complete the repairs and improvements being bid. Contractor agrees to perform all work in accordance with applicable building codes for the total price listed. Contractors working on projects funded by the City of Surprise Community Development Block Grant funds must meet all requirements of the HUD Lead Safe Housing Rules and EPA RRP regulations. Bids must be good for 90 days.

Contractor must save and protect all surrounding property and right-of-way areas. Any damage of any sort must be repaired at Contractor's expense, prior to release of final payment.

PRE-BID REVIEW & INSPECTION: Before submitting a bid, Contractor shall carefully examine any specifications, addenda, and plans; visit the work site, including attending the walk-through, if required; verify all measurements; fully inform him/herself as to all existing conditions and limitations; and include in the bid a sum to cover the cost of all items included in the bid request. Change orders shall not be granted for anything concerning which the bidder might have fully informed him/herself about prior to bidding.

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WORKERS COMPENSATION: If contractor or subcontractor plans to use current or new employees for this project, proof of Workers Compensation coverage must be presented for verification before contract is signed.

LEAD-BASED PAINT: All painted surfaces that may be disturbed in the course of this project have been tested for the presence of lead-based paint (LBP). In areas testing positive for LBP, safe work practices must be used, including hazard signs, plastic containment, and daily HEPA vacuum clean up. Final clearance will be done. Repetitive cleanings necessary to achieve clearance will be at the expense of the Contractor. In those areas testing negative for LBP, plastic containment must be used to prevent dust and debris from spreading; vacuum clean up shall be completed prior to removing the containment. No final clearance will be required.

NEW PAINT PROHIBITION: The use of paint containing more than .009% dry weight of lead on any interior or exterior surface in federally-owned housing or housing receiving federal financial assistance is prohibited. As appropriate, each federal agency shall include the prohibition in contracts, grants, cooperative agreements, insurance agreements, guaranty agreements, trust agreements, or other similar documents.

NEW MATERIALS REQUIRED: All materials used in connection with this project are to be new, of first quality, and without defects, unless stated otherwise and pre-approved by the Owner and Rehabilitation Specialist. All material costs are to be included in the bid, unless explicitly stated in the bid request that the Owner will supply a particular material, fixture, etc. Quality of materials provided by owner shall be "B" grade at a minimum.

MATERIALS DISPOSAL: All materials removed from the project site must be properly disposed of at a legal landfill and meet all federal, state, and local requirements. Any materials removal/handling requirements for a given landfill are the Contractor's full responsibility. **Where applicable, a copy of the "Asbestos Waste Shipment Report" of disposal will be required.** A receipt of proper disposal for all loads must be submitted with pay requests for any loads requiring special handling. Neither the City of Surprise nor any of its employees makes any warranty, expressed or implied, or assumes any legal liability for potentially hazardous materials removed from any site.

CLEANUP: Daily cleanup is required during the project. When work is finalized, remove from site all construction materials, tools, and debris. Vacuum all exterior and interior work

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areas, removing all visible dust, stains, tables, and rags. Clean all windows involved in the project.

TRAFFIC CONTROL: Contractor shall be responsible for obtaining approval of any required traffic control measures.

GENERAL WARRANTY: Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other property or work resulting therefrom, which appears within one year for rehab projects and two years for sidewalk projects, from date of final payment. Further, Contractor shall furnish Owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

Lead-Based Paint – Housing Built Prior to 1978

The City of Surprise lead-based paint evaluation and reduction of lead-based paints involves the following areas: notification, lead hazard evaluation; lead hazard reduction, and clearance. CDBG housing rehabilitation projects do not require ongoing lead-based paint maintenance. Lead-based paint activities apply to all homes built prior to 1978.

Housing Rehabilitation Projects - Less than $5,000 per Unit

Notification. The lead hazard information pamphlet must be provided prior to housing rehabilitation activities to a house or unit that was built prior to 1978.

Notices. Posting or delivering Notices of Lead Hazard Evaluation or Presumption and Lead Hazard Reduction Activity must be completed within 15 calendar days of the date when the lead hazard evaluation or reduction work is completed.

Lead Hazard Evaluation. Paint testing must be conducted to identify lead- based paint on painted surfaces that will be disturbed or replaced, or grantees may assume that these surfaces contain lead-based paint.

Lead Hazard Reduction. Grantees must repair all paint that will be disturbed during rehabilitation, unless such paint is found not to be lead- based paint. Rehabilitation work that disturbs surfaces known or assumed to contain lead-based paint must be performed using safe work practices. Safe work practices are not required for work that disturbs surfaces below de minimis levels. Clearance is required only for the work area.

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Clearance. Once hazard reduction work is completed, a clearance examination must be performed by a certified professional to ensure that no lead-based paint hazards remain. Clearance is required for all categories of rehabilitation activities.

For rehabilitation assistance <$5,000 per unit, clearance is required only for the worksite.

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Housing Rehabilitation Projects - $5,000 - $25,000 per Unit

The City of Surprise has a housing rehabilitation cap at $20,000 per home.

Notification. The lead hazard information pamphlet must be provided prior to housing rehabilitation activities to a house or unit that was built prior to 1978.

Notices. Posting or delivering Notices of Lead Hazard Evaluation or Presumption and Lead Hazard Reduction Activity must be completed within 15 calendar days of the date when the lead hazard evaluation or reduction work is completed.

Lead Hazard Evaluation. There are two requirements, as follows:

- Paint testing must be conducted to identify lead-based paint on painted surfaces that will be disturbed or replaced, or grantees may presume that these surfaces contain lead-based paint.
- A risk assessment must be conducted prior to rehabilitation to find lead-based paint hazards in assisted units, in common areas that service those units, and on exterior surfaces, or grantees may assume that lead-based paint hazards exist.

Lead Hazard Reduction. If lead-based paint or lead-based paint hazards are detected during the evaluations on interior surfaces in the dwelling units and the common areas that service those units or on exterior surfaces, including soil, to be disturbed by rehabilitation or are presumed, interim controls must be implemented to reduce lead-based paint hazards, including any hazards created as a result of the rehabilitation work.

- If lead-based paint is detected or presumed, safe work practices must be used during lead hazard reduction and rehabilitation.
- Clearance is required when lead hazard reduction activities are complete.

Records

Confidentiality and Secure Facility

The City ensures client confidentiality by housing project files with personally identifiable information in a locked and secured room with files in locked cabinets. Additionally, the cabinets are accessible only but Neighborhood Services staff.

All files are also stored electronically and are backed up on City servers. The shared drives are only accessible by Neighborhood Services staff.

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Housing Rehab File Checklist

OWNER

- ☐ Project Summary Sheet
- ☐ Rehab Application
- ☐ Bank Statements (3 months)
- ☐ Income Documentation (3 months)
- ☐ Tax Returns or Affidavit of Non-Filer (2 years)
- ☐ Program Supervisor Approval

- ☐ Recorded Deed of Trust
- ☐ Lead Hazard Requirements
- ☐ Environmental Review
- ☐ Special Flood Hazard Area
- ☐ Conditional and Unconditional Waiver
- ☐ Deferred Loan Agreement
- ☐ Deferred Loan Promissory Notes
- ☐ Right of Rescission

REHAB

- ☐ Initial Inspection
- ☐ Scope of Work
- ☐ Request for Quotes
- ☐ Project Estimate
- ☐ Owner/Contractor Agreement
- ☐ Environmental Review
- ☐ Excluded/Disbarred Documentation
- ☐ Notice to Proceed
- ☐ Change Orders
- ☐ Building Permits
- ☐ Final Inspection/Notice of Completion
- ☐ Copy of Owners Contractor and Equipment Warranty
- ☐ Program Supervisor Final Review

Note: Checklist is meant as an internal tool for standardizing and reviewing files. Not all items are applicable to all projects at all times.

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PROGRAMS – PUBLIC FACILITY IMPROVEMENTS

The City of Surprise's Public Facility Improvement Program will assist in the acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, carried out by the recipient or other public or private nonprofit entities. Additionally, the City may include projects that remove material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to public facilities and improvements. Projects may also include design features and improvements which promote energy efficiency. Such activities may also include the execution of architectural design features, and similar treatments intended to enhance the aesthetic quality of facilities and improvements receiving CDBG assistance, such as decorative pavements, railings, sculptures, pools of water and fountains, and other works of art.

Eligible Activities

- Infrastructure improvements (construction or installation) including, but not limited to streets, curbs, and water and sewer lines;
- Neighborhood facilities including, but not limited to public schools, libraries, recreational facilities, parks, playgrounds; and
- Facilities for persons with special needs such as facilities for the homeless or domestic violence shelters, nursing homes, or group homes for the disabled.
- Energy efficiency improvements;
- Handicapped accessibility improvements (including improvements to buildings used for general conduct of government); and
- Architectural design features and other treatments aimed at improving aesthetic quality (e.g., sculptures, fountains).

Ineligible Activities

The maintenance and repair of public facilities and improvements is generally ineligible (e.g., filling potholes, repairing cracks in sidewalks, mowing grass at public recreational areas or replacing street light bulbs).

Operating costs associated with public facilities or improvements are ineligible unless part of a CDBG-assisted public service activity or eligible as an interim assistance activity.
A public facility otherwise eligible for assistance under the CDBG program may be assisted with CDBG funds even if it is part of a multiple use building containing ineligible uses, if:

- The public portion of the facility that is otherwise eligible and proposed for assistance will occupy a designated and discrete area within the larger facility; and

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- The grantee can determine the costs attributable to the facility proposed for assistance as separate and distinct from the overall costs of the multiple-use building and/or facility. Allowable costs are limited to those attributable to the eligible portion of the building or facility.

Public Facilities are required to:

- Demonstrate that the project (1) meets a national object, (2) is an eligible project, and (3) meets the goals in the Consolidated Plan and Annual Action Plan.
- Ensure that the project is not for the general use of government nor does it replace funding for a project already funded with City funds.

Additionally, priority will be given to projects that are within the Original Town Site (OTS).

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PROGRAMS – COMMUNITY FACILITIES

Facilities designed for use in providing shelter for persons having special needs are considered public facilities and not subject to the prohibition of new housing construction described in §570.207(b)(3). Such facilities include shelters for the homeless; convalescent homes; hospitals, nursing homes; battered spouse shelters; halfway houses for run-away children, drug offenders or parolees; group homes for mentally retarded persons and temporary housing for disaster victims.

In certain cases, nonprofit entities and subrecipients including those specified in §570.204 may acquire title to public facilities. When such facilities are owned by nonprofit entities or subrecipients, they shall be operated so as to be open for use by the general public during all normal hours of operation. Public facilities and improvements eligible for assistance under this paragraph are subject to the policies in §570.200(b).

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HOME TENANT BASED RENTAL ASSISTANCE (TBRA)

HOME Investment Partnerships Program (HOME) permits Participating Jurisdictions (PJs) to create flexible programs that provides assistance to individual households to help them afford the housing costs of market-rate units. There are many different types of TBRA programs, but the most common type provides payments to make up the difference between the amount a household can afford to pay for housing and the local rent standards. Other TBRA programs help tenant pay for costs associated with their housing, such as security and utility deposits.

HOME TBRA programs differ from other types of HOME rental housing activities in three key ways:

- TBRA programs help individual households, rather than subsidizing particular rental projects.
- TBRA assistance moves with the tenant—if the household no longer wishes to rent a particular unit, the household may take its TBRA and move to another rental property.
- The level of TBRA subsidy varies—the level of subsidy is based upon the income of the household, the particular unit the household selects, and the PJ's rent standard (rather than being tied to the PJ's high and low HOME rents).

TBRA Payment Standard

PJs administering a TBRA program must establish a payment standard which represents the rent plus utility cost of moderately priced units that meet HUD Housing Quality Standards (HQS) in the jurisdiction. Therefore, when tenants pay their own utilities, the PJ must establish a utility allowance amount that is deducted from the tenants' rent payment to the owner. HUD recognizes that Public Housing Authorities (PHAs) often administer a PJ's TBRA program and in the interest of reducing the administrative costs to TBRA administrators, the HOME Program permits the PJ to use the PHA's utility allowance schedule for its HOME TBRA program. The PJ may also use other HUD-approved methodologies to establish utility allowances for its HOME TBRA program.

TBRA Security Deposit Program

The City has a TBRA program that limits assistance to help tenants with security deposits. The term "security deposit" is defined by the local or state tenant-landlord law covering the jurisdiction. Arizona Revised Statute, *Title 33 – Property,* Chapter 10 – Arizona Residential Landlord and Tenant Act defines "Security" to mean money or property given to assure payment or performance under a rental agreement. "Security" does not include a reasonable charge for redecorating or cleaning.

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The maximum amount of TBRA HOME funds that may be provided for the security deposit is the equivalent of two months' rent for the unit.

- Only the tenant (*not* the landlord) may apply for security deposit assistance.
- The lease between the landlord and tenant may not contain certain prohibited lease provisions and must be in effect for at least one year. The City of Surprise requires the addition of 29.253(a) and (b) to be included in the lease agreement.
- The security deposit may be paid to the tenant or directly to the landlord.
- The security deposit may be made as a grant.

TBRA Rental Assistance Program

The City must disapprove a lease if the rent is not reasonable, based on rents that are charged for comparable unassisted rental units.

The lease between the landlord and tenant may not contain certain prohibited lease provisions and must be in effect for at least one year. The City of Surprise requires the addition of 29.253(a) and (b) to be included in the lease agreement.

Items Disallowed in Lease Agreement

- Agreement to be sued, admit guilt, or judgement in favor of landlord in a lawsuit over the lease
- Treatment of property, (ability to take, hold or sell property of household without notice to tenant or court decision unless tenant has moved out and state law allows
- Excusing owner from responsibility for any action
- Waiver of notice of lawsuit
- Waiver of legal proceedings relating to eviction
- Waiver of jury trial
- Waiver of right to appeal court decision
- Tenant chargeable with cost of legal action regardless of outcome
- Mandatory supportive services other than a tenant in transitional housing

Additionally, the tenant and landlord must both sign HUD-91067 VAWA Lease Addendum and provide a copy to the City of Surprise.

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The amount of the monthly TBRA HOME assistance for a family may not exceed the difference between a rent standard for the unit size established by the City jurisdiction and 30 percent of the family's monthly adjusted income.

Housing Quality Standard

Housing occupied by a family receiving tenant- based assistance under this section must meet the requirements set forth in 24 CFR 982.401. The City will inspect rental housing prior to the signing of a rental contract and annually thereafter. Staff will utilize the HUD HQS Inspection Form to ensure compliance and document the condition of the rental.

TBRA Marketing

The City of Surprise will make consistent and planned efforts to reach out to low- and moderate-income residents about the City's rehabilitation program.

- All marketing materials and program application will be available in both English and Spanish.
- The City's website is able to fully translated into Spanish
- The City will participate in community events and provide information on the TBRA program.
- Social media is utilized to inform residents of the program
- Neighborhood Services staff participate in quarterly Community Resources Meetings to share information on the rehabilitation program.
- The City Resource Center may provide information and referral into the TBRA program.

Income Eligibility

Low-income: HOME TBRA is limited to tenants who are at or below the HUD low-income limit. The low-income limit is defined as 80 percent or below of area median income. HUD establishes and periodically publishes this income limit by family size for each jurisdiction.

3⁄4 Funding allocation: For each fiscal year allocation, at least 90 percent of the families assisted through HOME TBRA and the households occupying assisted units in HOME rental developments (taken together) must be at or below 60 percent of area median income.

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Tenant Selection Policy and Criteria

Residents participating in the TBRA program must;

- Be a resident of Surprise for the previous 3 months or be evicted from a Surprise address within the past 1-4 months;
- Meet the 60% LMI threshold;
- Meet the HUD Category 1 Individuals and Families standard of being at risk of becoming homeless.

HUD CATEGORY 1 – INDIVIDUAL AND FAMILIES AT RISK OF BECOMING HOMELESS

An individual or family who:

(i) Has an annual income below 30% of median family income for the area; AND

(ii) Does not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place defined in Category 1 of the "homeless" definition; AND

(iii) Meets one of the following conditions:

(A) Has moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance; OR

(B) Is living in the home of another because of economic hardship; OR

(C) Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; OR

(D) Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; OR

(E) Lives in an SRO or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than one and a half persons per room; OR

(F) Is exiting a publicly funded institution or system of care; OR

(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved Con Plan

TBRA Rent Standard

For each unit size, may not be less than 80 percent of the published Section 8 Existing Housing fair market rent (in effect when the payment standard amount is adopted) nor more than the fair market rent or HUD-approved community-wide exception rent (in effect when the participating juris- diction adopts its rent standard amount).

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HOME TBRA Monitoring

The City of Surprise monitors its TBRA program on an ongoing basis, to ensure compliance with HOME Program requirements. Monitoring includes an;

- Annual inspection to determine that the unit continues to meet property standards,
- Re-verification of tenant income to ensure assisted households are low income, and
- Review of rental payments to determine that the rents remain reasonable.

TBRA Lead-Based Paint

TBRA lead-based paint requirements apply to dwelling units occupied or to be occupied by families or households that have one or more children under age six, the common areas servicing the units, exterior painted surfaces associated with such units, and other areas used by unit residents and frequented by children under age six.

Units with tenant-based rental assistance and households with no children under the age of six are exempt from the requirements, except families and households in all tenant-based rental assistance pre-1978 units must receive the lead hazard information pamphlet and disclosure information.

The City of Surprise TBRA activities for units with families or households that have one or more children under age six must includes: notification, lead hazard evaluation, lead hazard reduction, ongoing maintenance, and responding to children with environmental intervention blood lead levels.

Notification. Notification is comprised of four requirements: the pamphlet, disclosure, and two notices. The lead hazard information pamphlet must be provided to the household prior to their renting a house or unit that was built prior to 1978. Posting or delivering Notices of Lead Hazard Evaluation or Presumption and Lead Hazard Reduction Activity must be completed within 15 calendar days of the date when the lead hazard reduction work is completed.

1. Lead Hazard Evaluation. A visual assessment for deteriorated paint must be conducted during initial and periodic inspections by a person who is trained to detect deteriorated paint. The visual assessment must be completed prior to occupancy.

1. Lead Hazard Reduction. Deteriorated paint must be corrected using paint stabilization methods, such as covering the surface with a permanent wall covering or wet scraping and repainting the surface using appropriate methods. Paint stabilization is complete

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when clearance is achieved. The stabilization of any deteriorated paint must be completed prior to occupancy. If the unit is already occupied, paint stabilization must be completed within 30 days of notification of the results of the visual assessment.

Safe Work Practices. Safe work practices are required for all lead-based paint hazard reduction activities in tenant-based rental assistance units.

Clearance. Clearance procedures must be performed by a certified risk assessor, lead-based paint inspector, or lead sampling technician. These procedures must include a visual inspection and sampling and testing for lead-contaminated dust. A notice regarding the clearance results must be provided to occupants.

Ongoing Maintenance. The owner is required to incorporate ongoing maintenance into regular building operations if occupants receive tenant- based rental assistance.

Environmental Intervention Blood Lead Level Requirements
Share and Compare Information Quarterly. The City is required to communicate with the State or local public health agency to provide and receive identification information about children with environmental intervention blood lead levels.

- The City reports information to the public health department of a child with an environmental intervention blood lead level within five days of notification by any other medical health care provider.
- Quarterly, the City will attempt to obtain from the public health department(s) the addresses of children under the age of six with environmental intervention blood lead levels.
- Quarterly, the City must report an updated list of units receiving assistance to the public health department(s), except that the report is not required if the public health department states that it does not wish to receive it.
- The City must match information on environmental intervention blood lead level cases of children under six with names and addresses of families receiving Federal assistance for rental assistance under the grantee's program.
- If there is a match in address, the City must follow the evaluation and lead hazard reduction procedures as if it had received the name of a child under age six with an environmental intervention blood lead level.

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Respond to Notification of a Child With an Environmental Intervention Blood Lead Level. If the City receives notice of a child under the age of six with an environmental intervention blood lead level in a TBRA household, it must conduct lead hazard evaluation and reduction measures.

If the City Began Activities Before Notification. If the City begins evaluation and lead hazard reduction activities after a child's blood level is tested but before being notified of the child with an environmental intervention blood lead level, the City must finish these activities but does not need to repeat them.

If the Child Moves Before Activities Are Complete. If a child with an environmental intervention blood lead level moves before the grantee has completed the risk assessment and lead hazard reduction measures, the City must ensure that these measures are completed, and the unit must be certified free of lead-based paint hazards before the unit will be assistance-eligible.

Ineligible Program Activities

Despite the flexibility the HOME Program provides for TBRA, there are a number of program activities that are ineligible for HOME TBRA assistance.

- Utility deposit assistance must be provided in conjunction with a TBRA security deposit or monthly assistance program. In addition, utility deposit assistance may be used only for utilities permitted under the Section 8 utility allowance. This includes electric, gas, water and trash, but does not include telephone and cable television.
- TBRA may not be used to assist a resident owner of a cooperative or mutual housing unit when that resident is recognized by state law as a homeowner unless they are considered a rental under state law or they are a tenant who rents from an owner of the cooperative or mutual housing unit.
- HOME TBRA may not be used to prevent the displacement of tenants from projects assisted with Rental Rehabilitation Program funds.
- TBRA funds may not be utilized to provide temporary or overnight shelter to homeless persons.
- HOME TBRA may not duplicate existing rental assistance programs that already reduce the tenant's rent payment to 30 percent of income. For example, if the household is already receiving assistance under the Section 8 Program, the household may not also receive assistance under a HOME TBRA program.

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SUBRECIPIENT OVERSIGHT

CDBG programs depend upon cooperative, problem-solving relationships between grantees and subrecipients. Too often, program monitoring requirements and other regulations seem to set up an "us-them" adversarial situation between the monitor and the entity being reviewed, leading to "management by intimidation."

This is unnecessary and can be destructive. Monitoring that focuses largely on uncovering errors and assigning blame tends to make subrecipients defensive or resentful; it increases their resistance to taking corrective action or improving their performance. This often means that grantees spend more time "looking for mistakes" and less time solving problems. It can also mean that subrecipients spend more energy hiding problems, than finding solutions. It is far better to fix the problem than to fix the blame. Subrecipients are partners.

An effective service and support strategy also requires open and consistent communications. It begins with a complete understanding the City's objectives and also what subrecipients want to achieve, and what the rules of the program are. It ends with recognition for achievement and acknowledgement of mistakes. A centerpiece of the management process is to remove barriers to communication.

Successful subrecipient programs begin with plans that anticipate potential problems before they occur and with management strategies that emphasize prevention, not cure.

This means:

- **Pre-Award Screening, Risk Assessment, and Orientation**
  Implementing strong subrecipient screening, risk assessment, selection, and orientation procedures (before awarding funds);

- **Strong Written Agreements**
  Negotiating a consistent and thorough **award agreement** with every subrecipient;

- **Performance Standards**
  Establishing a clear and coherent set of **performance standards** for tracking the accomplishment of each activity described in the agreement.

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Performance standards define how progress will be measured, accomplishments rewarded, and (by implication) when and how sanctions may be imposed. With clear agreements and appropriate performance standards monitoring will be less burdensome and more effective for achieving both performance objectives and regulatory compliance.

Pre-award Assessment

There is no Federal regulatory requirement that grantees formally assess prospective subrecipients. The authority to "designate" an organization as a subrecipient is one of the features of this category of service provider that distinguishes it from a contractor. (The City can select contractors only after a formal procurement process designed to afford "free and open competition.")

Formal application process;
Under this model, the prospective subrecipient is required to submit a formal application to the grantee, generally as part of the grantee's planning process for developing its subsequent year's CDBG Action Plan. In the application, the prospective subrecipient describes its proposed activity(ies), implementation schedule, budget, and staffing structure, as well as its related past experience and how the organization intends to assure compliance with the program regulations that apply to the proposed activity(ies). The grantee then evaluates each application according to explicit selection criteria, its CDBG program priorities and (if the proposed activity is housing- related), the local priorities as expressed in the Consolidated Plan.

The City will **make the selection criteria explicit and,** as much as possible, **tie these criteria directly to the CDBG program requirements.** In addition, the City's application will list all the applicable rules, including environmental reviews, anti-discrimination, and accessibility standards as part of the application process.

This will serve several purposes, among them:

- By presenting the criteria explicitly at the beginning of the process, the City will reduce the number of questions that may arise over the objectivity and fairness of your assessments; and
- By tying the criteria to Federal program requirements, the City will begin to educate prospective subrecipients and the community at large about the regulatory constraints that limit how local CDBG program is operated.

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Basic Required Elements in Subrecipient Application

Data	Description
1. Project Summary *24 CFR 570.200(a), 570.201, 570.208, 507.503*	A brief project description including: • Need or problem • Population to be served • Geographic service area • Description of work and how it addresses the problem • Proposed accomplishments • Eligibility/National Objective • Proposed budget • Intended staffing • Other sources of funding • Schedule for completion
2. Agency Background *24 CFR 570.506, 570.507, 570.610; 2 CFR 200*	• Years in operation • Purpose • Type of services provided • Agency's capabilities • Experience with Federal Programs • Number/characteristics of clients served • License to operate
3. Personnel *24 CFR 570.506, 570.507, 570.601, 570.602, 570.607(b), 570.611*	Describe: • Staff positions and qualifications • Policy/procedures manual
4. Financial *24 CFR 570.502, 570.504, 570.506, 570.507, 570.610; 2 CFR 200*	Describe: • Operating budget • Commitments for ongoing funding • Fiscal management (reporting, records, accounting principles)
5. Audit Requirements *OMB Circular A-133*	Organizations receiving $300,000 or more in Federal financial assistance in a fiscal year must secure an audit.
6.Insurance/Bonding Worker's Compensations *2 CFR 200*	Indicate if agency: • Has liability insurance • Pays payroll taxes and worker's compensation • Has fidelity bond coverage
7. Standard Documents for Submission * *24 CFR 570.208, 570.500(c), 570.611*	• Articles of Incorporation/Bylaws • Non-profit determinations • List of Board of Directors • Authorization to Request Funds • Authorized official designation • Organization Chart • Resumes of Chief Program Admin. and Chief Fiscal Officer • Financial Statement and Audit • Conflict of Interest Questionnaire • Framework for Documenting Compliance with National Objectives

* NOTE: Although these regulations do not require formal submission of all these documents at the point of application, the grantee can still request this information to obtain a better understanding of the organization, systems, and personnel of a potential subrecipient.

Checklist is meant as an internal tool for standardizing and reviewing files. Not all items are applicable to all projects at all times.

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Standard Required Documents for Application

- ☐ **Articles of Incorporation/Bylaws**
- ☐ **Non-profit Determination**

- ☐ **List of the Board of Directors**
  A list of the current board of directors or other governing body of the agency must be submitted. The list must include the name, telephone number, address, occupation or affiliation of each member and must identify the principal officers of the governing body.

- ☐ **Authorization to Request Funds**
  Documentation must be submitted of the governing body's authorization to submit the funding request. Documentation of this requirement consists of a copy of the minutes of the meeting in which the governing body's resolution, motion or other official action is recorded.

- ☐ **Designation of Authorized Official**
  Documentation must be submitted of the governing body's action authorizing the representative of the agency to negotiate for and contractually bind the agency. Documentation consists of a signed letter from the Chairperson of the governing body providing the name, title, address and telephone number of each authorized individual.

- ☐ **Organizational Chart**
  An organizational chart must be provided that describes the agency's administrative framework and staff positions, indicates where the proposed project will fit into the organizational structure, and identifies any staff positions of shared responsibility.

- ☐ **Resume of the Chief Program Administrator and Chief Fiscal Officer**
- ☐ **Financial Statement and Audit**
- ☐ **Conflict of Interest Questionnaire**
- ☐ **SAMs Registration**
- ☐ **Documentation of Compliance with National Objectives and Eligible Activities**

Note: Checklist is meant as an internal tool for standardizing and reviewing files. Not all items are applicable to all projects at all times.

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Risk Assessment 2 CFR 200.331(b)

Subrecipient: _____ Subrecipient Contact: _____

Project: _____ Phone Number: _____

Date: _____ Year Funded: _____

Contract: _____ Award Amount: _____

RISK FACTORS

	Subrecipient has little to no experience with same or similar awards
	Poor results from previous audits and/or noncompliance with required Single Audit in accordance with Subpart F
	High key staff turnover and/or new personnel
	Systems, goals, or agency direction have changed significantly
	Previous negative monitoring results from City or from other Federal awarding agency
	Previous funding was not utilized for an authorized purpose
	Subrecipient is not compliant with federal statutes, regulations, and terms and conditions of subaward
	Previous subaward goals were not achieved
	Financial and performance reports were not compliant and timely
	Deficiencies from previous subaward contracts were not corrected in a timely and appropriate manner
	Project involved economic development or microenterprise activities
	Project funded for $100,000 or more
	Project will require long-term monitoring (e.g. low-mod, affordability, etc.)
	Project not monitored on-site in past three years

Total Checked _____ High Risk – Onsite Monitoring (4 + risk factors)

_____ Medium Risk (2-3 risk factors)

_____ Low Risk (0-1 risk factors)

Staff. Recommend _____ Desk Review Only

_____ On Site Monitoring and Desk-Review

_____ No Review

Supervisor Recommend _____ Desk Review Only

_____ On Site Monitoring and Desk-Review

_____ No Review

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Subrecipient Agreement

The Subrecipient Agreement is both an indispensable management tool and an orientation and educational document for the subrecipient.

As a management tool, the written Agreement provides the City with a mechanism for verifying regulatory compliance and monitoring program performance. In particular, the "Statement of Work" (or "Scope of Services") section will describe the objectives for each activity and the specific tasks that need to be accomplished to achieve those objectives.

At a minimum the Statement of Work should specify:

- The **purpose and nature** of the different services to be offered and where they will be provided;
- The **tasks** to be performed (outreach, intake or enrollment, day care services, family child care classes, etc.);
- The **level of service** that will be provided for each activity (identified in some quantifiable unit of service, for example, children cared for per month, parents to receive instruction, courses to be taught);
- The schedule for performance of the work—in terms of **overall duration** and **cumulative units of service per month** during the contract period;
- The **measurable objectives** for the outcome of the project.

Federal regulations make the City responsible for monitoring whether the subrecipient achieves the objectives and does so according to schedule. Therefore, the Scope of Work will have ***measurable objectives*** and deadlines that will allow the City to determine whether the promised services have been delivered, as well as whether they were delivered on time.

The subrecipient agreement is an opportunity to educate/inform subrecipient staff who are not familiar with HUD's administrative and fiscal requirements, OMB circulars, and Executive Orders and to show them how to comply with these key administrative provisions.

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Tie Payment to Performance Measures
The City ensures that reimbursements to subrecipients reflects timely performance in accomplishing measurable objectives (such as numbers of housing units inspected, buildings rehabilitated, or clients assisted). The City will work to avoid situation where the subrecipient spent all of its CDBG funds before it has achieved its work objectives.

Review Terms and Conditions with the Subrecipient
City staff will review the document, line by line, with the subrecipient's key officials and staff as part of an orientation at the beginning of each program year particularly with the Board of Directors who, depending on the organization's by-laws, may be the only individuals legally empowered to sign the written Agreement and who have the responsibility to ensure compliance regardless of changes in the organization's staff.

Amend Agreements in Writing
Even with excellent Subrecipient Agreement in place, amendments may occasionally be necessary if there are changes in the scope or schedule of work. Although the City and the subrecipient may enjoy an excellent relationship, neglecting to amend the Agreement to reflect the current understanding of subrecipient responsibilities places both of parties at risk.

- Update for Current Year
- Update and execute written Agreements with each subrecipient on an annual basis

Internal Agreements

Neither procurement contracts nor Subrecipient Agreements are required by HUD regulations when CDBG activities are carried out by various departments or other organizational units within the grantee's government itself. However, because 570.501(a) provides that local governments are subject to the same requirements as subrecipients, inter-agency or inter-departmental agreements should include the same provisions as required in a Subrecipient Agreement. In addition, all "employees" responsible for CDBG activities, that is, other departments within the unit of local government carrying out activities with CDBG funds, are subject to the same regulations as the grantee for the particular activities undertaken.

The City of Surprise has a written agreement and full scope of work for all activities carried out by City departments and employees.

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Subrecipient Agreement Checklist

Note: Checklist is meant as an internal tool for standardizing and reviewing files. Not all items are applicable to all projects at all times.

- ☐ 1. National Objective Compliance/Eligibility
- ☐ 2. Scope of Work
- ☐ 3. Time of Performance
- ☐ 4. Personnel Assigned to Scope of Work
- ☐ 5. Levels of Performance
- ☐ 6. Budget
- ☐ 7. Project Schedule/Milestones
- ☐ 8. Monitoring
- ☐ 8. Compensation and Method of Payment
- ☐ 9. Program Income
- ☐ 10. Reporting Requirements
- ☐ 11. Grant Closeout Procedures
- ☐ 12. Record-Keeping Requirements and Retention
- ☐ 13. Public Access to Program Records
- ☐ 14. Public Access to Program Records
- ☐ 15. Uniform Administrative and Program Management Standards
- ☐ 16. Use and Reversion of Assets
- ☐ 17. Real Property
- ☐ 18. State or Municipal Level Program Requirements
- ☐ 19. Suspension and Termination
- ☐ 20. Compliance with Laws/Regulations
- ☐ 21. Antidiscrimination/Affirmative Action and Equal Employment Opportunity
- ☐ 22. Financial Management
- ☐ 23. Audits
- ☐ 24. Religious and Lobbying Activities
- ☐ 25. Budget Modifications
- ☐ 26. Monitoring
- ☐ 27. Conflict of Interest
- ☐ 28. Procurement Standards and Methods
- ☐ 29. Environmental Review

Review of Items for Other Federal Program Requirements That May Be Applicable

- ☐ A. Federal Labor Standards
- ☐ B. Equal Employment Opportunity
- ☐ C. List of Debarred or Ineligible Contractors
- ☐ D. Non-Discrimination
- ☐ E. Fire Safety Codes
- ☐ F. Building, Housing, and Zoning Codes; Housing Quality Standards
- ☐ G. Lead Based Paint
- ☐ H. Lump Sum Drawdowns
- ☐ I. Environmental/Historic Preservation/National
- ☐ J. Environmental Policy Act/Flood Insurance Requirements
- ☐ K. Relocation, Real Property Acquisition, and One-For-One Housing Replacement
- ☐ L. Definition of Computation of Units of Services
- ☐ M. Section 108 Loan Guarantees
- ☐ N. Applicable Credits

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Citations for the Basic Elements of a Subrecipient Agreement

Provisions	Federal Regulations*	OMB Circulars for Non Gov't. Subrecipients	OMB Circulars for Gov't. Subrecipients	Other Federal Regulations**
1. National Objective Compliance/Eligibility	570.200(a)(1)+(2), 570.201⊛570.209, 570.506			
2. Scope of Work	570.503			
3. Time of Performance	570.503			
4. Compensations and Method of Payment	570.502, 570.513	A-122, A-21	A-87	2 CFR 200
5. Program Income	570.500(a), 570.503(b)(3), 570.504			
6. Record-Keeping Requirements	570.502, 570.503(b)(2), 570.506			2 CFR 200
7. Reporting Requirements	570.502, 570.507			2 CFR 200
8. Public Access to Program Records	570.502, 570.508			2 CFR 200
9. Grant Closeout Procedures	570.502, 570.509			
10. Uniform Administrative and Program Management Standards	570.502, 570.503(b)(4), 570.610 2 CFR 200	2 CFR 200	2 CFR 200	2 CFR 200
11. Reversion of Assets	570.502, 570.503, 570.505			
12. Real Property	570.502, 570.503(b)(7), 570.505			
13. Other Program Requirements	570.503(b)(5), 570.600⊛603, 570.605⊛614			
14. Termination	570.502, 570.503 2 CFR 200			24 CFR Part 84.43
15. Compliance with Laws/Regulations	570.501	A-122		2 CFR 200
16. Antidiscrimination/Affirmative Action and EEO	570.601, 570.602, 570.607			
17. Financial Management	570.502, 570.610 2 CFR 200			2 CFR 200
18. Audits	570.502, 570.610 2 CFR 200	A-133	A-133	2 CFR 200
19. Religious and Political Activities	570.200(j), 570.207			
20. Budget Modifications	570.502, 570.503(b)(1)			
21. Monitoring	570.501(b), 570.502(b)(vii), 570.503(b)(1)			2 CFR 200
22. Conflict of Interest	570.611 2 CFR 200			2 CFR 200

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23. Procurement Methods	570.502			2 CFR 200
24. Budget	570.503			
25. Project Schedule/Milestones	570.503			
26. Environmental Review	570.503(b)(3)(1)			

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OTHER PROGRAM REQUIREMENTS

Requirements	Federal Regulations	Other References
Federal Labor Standards – Davis-Bacon – Copeland Act (Anti-kickback) – Contract Work Hours and Safety Standards	24 CFR 570.603; 29 CFR Parts 1, 3, and 5	Section 110, Housing and Community Development Act of 1974 (HCDA); 40 U.S.C. 276a@276a-5; 40 U.S.C. 276c; 40 U.S.C. 327
2. Equal Employment Opportunity	24 CFR 570.601@602, 24 CFR 570.607, 41 CFR 60	Executive Orders 11246 and 12086, 12 U.S.C. 1701u
3. List of Debarred or Ineligible Contractors	24 CFR 570.609, 24 CFR 24	
4. Non-Discrimination	24 CFR Part 8, 24 CFR 570.601, 24 CFR 570.602	Section 504 of Rehab. Act of 1973, Americans with Disabilities Act of 1990, Exec. Order 11063
5. Fire Safety Codes		Local
6. Building, Housing, and Zoning Codes; Housing Quality Standards	24 CFR 570.208(b)(1)(iv) and (b)(2)	Local
7. Lead-Based Paint	24 CFR 570.608, 24 CFR 35	42 U.S.C. 4821 *et seq.*
8. Lump Sum Drawdowns	24 FR 570.513	
9. Environmental/Historic Preservation/National Environmental Policy Act/Flood Insurance Requirements	24 CFR 570.503(b)(5)(i), 24 CFR 570.604, 570.202, 24 CFR 58	Sec. 104(g), HCDA
– Siting Near Airports and Coastal Barrier Resources	Ref. At 24 CFR 58.6	
– Fish and Wildlife Protection – Flood Plain – National Historic Preservation – Noise Abatement & Control – Wetlands – Air Quality – Coastal Zones – Endangered Species – Thermal/Explosive Hazards	See reference at 24.CFR 58.5570.605, 58.6	
– Flood Insurance		42 U.S.C. 4001 *et seq.*
10. Relocation, Real Property Acquisition, and One-For-One Housing Replacement	24 CFR 570.201(i), 570.606, 49 CFR 24,	Sect. 104(d) and 105(a)(11) of HCDA, www.hud.gov/relocation
– Uniform Relocation Act – Residential anti-displacement and relocation assistance – One-for-One Replacement	24 CFR 570.606(c)(1)	
11. Definition of Computation of Units of Services	24 CFR 570.503(b)(1)	IDIS instructions
12. Section 108 Loan Guarantees	24 CFR 570.700@570.709	Sec. 108 of HCDA
13. Applicable Credits		A-87

NOTE: These items supplement the basics of the table on the previous page.

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SMART Goals for Scope of Work

1. Specific

Goals should be clear and specific, otherwise they won't be able to focus your efforts or feel truly motivated to achieve it. When drafting the goal, try to answer the five "W" questions:

- **What** do I want to accomplish?
- **Why** is this goal important?
- **Who** is involved?
- **Where** is it located?
- **Which** resources or limits are involved?

2. Measurable

It's important to have measurable goals, so that the progress can be. Assessing progress helps the project participants to remain focused, meet deadlines, and achieve the goal.

A measurable goal should address questions such as:

- How much?
- How many?
- How will I know when it is accomplished?

3. Achievable

Goals also needs to be realistic and attainable to be successful.

An achievable goal will usually answer questions such as:

- How can I accomplish this goal?
- How realistic is the goal, based on other constraints, such as financial factors?

4. Relevant

This step is about ensuring that your goal matters and that it also aligns with other relevant goals. Make sure that the plans drive the project forward.

A relevant goal can answer "yes" to these questions:

- Does this seem worthwhile?
- Is this the right time?
- Does this match our other efforts/needs?

5. Time-bound

Every goal needs a target date to help ensure a successful completion prior to the deadline and something to work toward.

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File Checklist for Subrecipients

- ☐ National Objective Documentation (570.200(2))
- ☐ Environmental Review Record (58.34(a))
- ☐ DUNS# and SAM Registration
- ☐ Form 990 or Form 990EZ (if organization is a non-profit)
- ☐ Disbarment Eligibility
- ☐ Subrecipient Agreement
- ☐ Subrecipient Amendments
- ☐ Subrecipient Certifications: Anti-discrimination, Fair Housing, ADA/Section 504, EEO, and any others required by terms of subrecipient agreement
- ☐ Confidentiality Policy
- ☐ Job Descriptions (for staff listed in CDBG budget only)
- ☐ Staff Resumes (if positions are filled)
- ☐ Project Application
- ☐ Pre-Award Risk Assessment (200.331(6)(b))

Administrative Systems

- ☐ Articles of Incorporation/Bylaws
- ☐ IRS 501(c)3 letter
- ☐ Board of Directors Roster
- ☐ Authorization to Request Funds from Board
- ☐ Organization Chart
- ☐ Organizational Mission Statement and/or Strategic Plan
- ☐ Conflict of Interest Policy (200.318(c)(1))
- ☐ Non-Discrimination Policy
- ☐ Grievance/Termination Policy for Employees and Clients
- ☐ Procurement Policy (200.318(a))
- ☐ Record Retention Policy
- ☐ Confidentiality Policy – Protected Personal Information (200.393(e))
- ☐ Certification of Policy Compliance
- ☐ Certificates of Insurance (General Liability and Workers' Compensation)
- ☐ Certification regarding Debarment/Lobbying

Financial Management Systems

- ☐ Most recent audit (if federal expenditures exceed $750,000)
- ☐ Statement from CPA (if federal expenditures do not exceed $750,000)
- ☐ Current Approved Budget for Activity

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- [ ] Financial Status Report
- [ ] Chart of Accounts
- [ ] Documentation of Match
- [ ] Documentation of Negotiated Indirect Cost Rate (if applicable)
- [ ] Program Income Tracking Ledger (if applicable)
- [ ] Payroll records – timesheets, salary schedule (if applicable)
- [ ] Payment Requests

Client Documentation

- [ ] Dated HUD-Approved Income Chart
- [ ] Example/blank Client Intake Forms – Subrecipient to keep all client intake forms onsite utilizing required confidentiality protocols
- [ ] Number of persons assisted (for non-housing activities): income, race, and ethnicity
- [ ] Number of households assisted (for housing activities): income, race, ethnicity, female head of household

Reporting

- [ ] Copies of all subrecipient reports submitted to the City
- [ ] Correspondence – copies of emails, letters, and phone call notes

IDIS Reports

- [ ] PR03 [ ] PR05

Compliance Documents – Documentation that subrecipient received

- [ ] Playing by the Rules, a Handbook for CDBG Subrecipients
- [ ] Governing regulations, 2 CFR Part 200, CPD Notices
- [ ] Information on program changes and new or revised requirements to subrecipient

Training Log

- [ ] Training log outline number of persons trained, topics, and training date(s)

Monitoring Documents

- [ ] Monitoring Letter [ ] Monitoring Conclusions Letter
- [ ] Any response to findings/concerns from subrecipient

Note: Checklist is meant as an internal tool for standardizing and reviewing files. Due to the nature of differing projects, not all items are applicable to all projects at all times.

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Monitoring Strategies and Procedures

The goal of monitoring is to encourage completion of projects within the contract period while ensuring that project objectives are met. Monitoring is an ongoing, two-way communication process between the City and recipients. Successful monitoring involves frequent telephone contacts, written communications, analysis of reports and audits, and periodic meetings.

Monitoring is the principal means by which the City:

- Ensures that HUD-funded programs and technical areas are carried out efficiently, effectively, and in compliance with applicable laws and regulations
- Assists subrecipients in improving their performance, developing or increasing capacity, and augmenting their management and technical skills
- Stays abreast of the efficacy and technical areas of HUD CDBG and HOME programs.
- Documents the effectiveness of programs administered by the subrecipients.

Monitoring Risk Assessment

The City will perform a risk assessment of subrecipients annually within 60 days prior to the end of the program year to identify which subrecipients require comprehensive monitoring. High-risk subrecipients include those that are:

- New to the CDBG program;
- Experience turnover in key staff positions or change in goals or directions;
- Encountering complaints and/or bad press;
- Previous compliance or performance problems including failure to meet schedules, submit timely reports, or clear monitoring or audit findings;
- Carrying out high risk activities (economic development, job creation, etc.);
- Undertaking multiple CDBG-funded activities for the first time

City staff will complete the Subrecipient Risk Assessment to determine the depth and frequency of monitoring individual subrecipients. ***The pre-award assessment for extending current subrecipient agreements is incorporated into the City's normal monitoring process.*** To save time and effort, the City schedules monitoring reviews to coincide with decisions about renewing subrecipients for another program year.

Monitoring Scheduling

Monitoring, whether on site or desk review, will be timed to coincide with the various phases of the implementation cycle of each project. Projects selected for monitoring will not have final drawdown approved until the monitoring has been performed and all findings resolved in order to ensure the project met all contractual requirements.

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Monitoring Risk Assessment 2 CFR 200.331(b)

Subrecipient:	_____	Subrecipient Contact:	_____
Project:	_____	Phone Number:	_____
Date:	_____	Year Funded:	_____
Contract:	_____	Award Amount:	_____

RISK FACTORS

	Subrecipient has little to no experience with same or similar awards
	Poor results from previous audits and/or noncompliance with required Single Audit in accordance with Subpart F
	High key staff turnover and/or new personnel
	Systems, goals, or agency direction have changed significantly
	Previous negative monitoring results from City or from other Federal awarding agency
	Previous funding was not utilized for an authorized purpose
	Subrecipient is not compliant with federal statutes, regulations, and terms and conditions of subaward
	Previous subaward goals were not achieved
	Financial and performance reports were not compliant and timely
	Deficiencies from previous subaward contracts were not corrected in a timely and appropriate manner
	Project involved economic development or microenterprise activities
	Project funded for $100,000 or more
	Project will require long-term monitoring (e.g. low-mod, affordability, etc.)
	Project not monitored on-site in past three years

Total Checked	_____	High Risk – Onsite Monitoring (4+ risk factors)
	_____	Medium Risk (2-3 risk factors checked)
	_____	Low Risk (0-1 risk factors checked)
Staff. Recommend	_____	Desk Review Only
	_____	On Site Monitoring and Desk-Review
	_____	No Review
Supervisor Recommend	_____	Desk Review Only
	_____	On Site Monitoring and Desk-Review
	_____	No Review

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Preparing for Monitoring

Successful monitoring depends both on effective use of time and knowledgeable reviewers. City staff are responsible for being thoroughly familiar with the Federal program to be monitored and knowledgeable of the entity or entities to be monitored. Such comprehension is crucial for making the most of scarce time and resources and effectively determining compliance and accomplishments, especially given program complexities. It also enables the reviewer to make observations and provide technical assistance or develop recommendations to improve program performance.

This preparation process involves:

1. Understanding the governing statutes, regulations and official guidance for that specific program area;
2. Reviewing and analyzing subrecipient reports, available data, program files, audits and financial information, previous monitoring reports and issues; and
3. Obtaining other relevant information from knowledgeable City staff.

This preparatory work may result in revisions to the individual monitoring strategy, either with respect to areas to be covered, estimated time frames, and/or staff resources needed/participant staff to be consulted.

MONITORING TIMELINE	
Monitoring Notification Letter	15 days prior to monitoring
Monitoring Conclusions Letter	60 days after monitoring
Subrecipient Response to Monitoring	30 days after receipt of letter

Closeout of monitoring occurs once monitoring findings and concerns are resolved; and staff document resolution.

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Summary of Monitoring Objectives

The City will utilize the following Monitoring Objectives when monitoring CDBG and HOME programs. The applicable monitoring objectives will also be written into the initial monitoring notice letter so that the City and subrecipient both understand the desired outcomes for the monitoring.

1. To determine if a subrecipient is carrying out its community development program, and its individual activities, as described in the application for CDBG assistance and the Subrecipient Agreement.

2. To determine if a subrecipient is carrying out its activities in a timely manner, in accordance with the schedule included in the Agreement.

3. To determine if a subrecipient is charging costs to the project that are eligible under applicable laws and CDBG regulations, and reasonable in light of the services or products delivered.

4. To determine if a subrecipient is conducting its activities with adequate control over program and financial performance, and in a way that minimizes opportunities for waste, mismanagement, fraud, and abuse.

5. To assess if the subrecipient has a continuing capacity to carry out the approved project, as well as future grants for which it may apply.

6. To identify potential problem areas and to assist the subrecipient in complying with applicable laws and regulations.

7. To assist subrecipients in resolving compliance problems through discussion, negotiation, and the provision of technical assistance and training.

8. To provide adequate follow-up measures to ensure that performance and compliance deficiencies are corrected by subrecipients, and not repeated.

9. To comply with the Federal monitoring requirements of 24 CFR 570.501(b) and with 2 CFR 200, as applicable.

10. To determine if any conflicts of interest exist in the operation of the CDBG program, per 24 CFR 570.611 and 2 CFR 200.

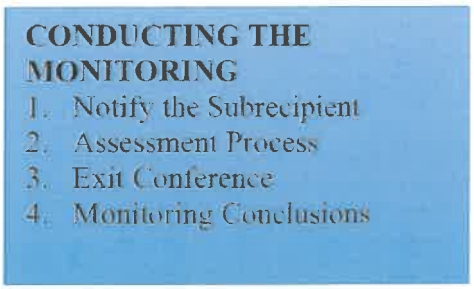
11. To ensure that required records are maintained to demonstrate compliance with applicable regulations.

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Conducting the Monitoring

All CDBG and HOME monitoring consists of the following elements:

1. Notification to the Program Participant



After the monitoring strategy has been developed, communicate with the program participant to establish a date (whether on-site or remote). Once a date has been set, a formal written letter to the program participant is to be sent. Unless there are extenuating circumstances, this letter should be sent at least 15 days prior to the monitoring. The letter should discuss the monitoring schedule, identify the areas to be reviewed, and the names and titles of the City staff conducting the monitoring. It should also request that the necessary participant staff be available during the monitoring. For on-site monitoring, the letter should confirm the need for any required services (e.g., conference rooms, telephones, computers, access to electronic recordkeeping systems). For either on-site or remote monitoring, the letter should identify specific information to be submitted by the program participant and a timeframe for submission.

2. The Assessment Process

The "real work" of monitoring entails interviews and file reviews to verify and document compliance and performance (and can include physical inspections, if monitoring is conducted on-site).

Desk Monitoring

The City will use the following sources of information for conducting on site and in-house desk reviews:

- Recipient files, including all project related correspondence;
- Grant contracts, including approved applications, project budgets and special conditions;
- Cash requests and periodic reports on the progress of the project;
- Recipient monitoring file including checklists, monitoring letters and letter closing monitoring findings;
- Financial files, including drawdowns; and
- Citizen complaint files.

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On-site Monitoring

Every project will be monitored formally at least once during the project period, when approximately 50% of the grant has been drawn down by the recipient.

- All subrecipients received a risk assessment
- Onsite monitoring will happen if scored as high risk or receives a staff determination.

Evaluate!

The "Monitoring Tool" questions are designed to assess and document compliance with program requirements based upon:

1. File reviews to determine the accuracy of the information, using both automated and manual data and reports submitted to the City by the program participant; and
2. Interviews with program participant subrecipients, clients, and contractors to clarify and determine the accuracy of the information, assess level of satisfaction with the provision of services or the "end products," and document performance.

Because it is unlikely that City staff will be able to monitor all of a program participant's activities, projects and/or functions, or even review activities in a specific area spanning a participant's entire program year, sampling is generally expected to form the basis for drawing conclusions about the subrecipient's performance.

Monitoring activities should consider any unresolved problems remaining from previous monitoring, any new types of activities being undertaken, and/or the extent of any activities considered high risk. Any sample review or spot-check of program participant records that raises questions concerning the accuracy of the data indicates the need for further follow-up.

Use a common-sense approach and engage in a thorough evaluation of data and other information to draw defensible and supportable conclusions. Always keep in mind that the main objective of monitoring is to **assist** program participants in carrying out their program responsibilities.

Key Monitoring Reflective Questions

1. **Is the program purpose being accomplished?**
2. **Are the program beneficiaries being served as intended?**
3. **Are program requirements being met?"**

Throughout the monitoring, maintain an on-going dialogue with the program subrecipient. Such communication keeps the participant informed as to how the monitoring is progressing,

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enables discussions of any problem areas encountered, and provides the participant an opportunity to make "on-the-spot" adjustments or corrections or present additional information to help the monitoring. It also minimizes the potential for surprises to the subrecipient when the exit conference is held as well as when the monitoring results are formally communicated in writing.

The responses to the questions in the Monitoring Tool form the basis for monitoring conclusions and are supplemented by subrecipient's records copied or reviewed during the monitoring. All questions must be clearly answered.

Keep in mind that people unfamiliar with the subrecipient, or the program/area being monitored, assess the monitoring efforts (e.g., HUD CPD staff, City management, etc.). Therefore, monitoring conclusions must be clear to persons unfamiliar with the subrecipient's program or technical area.

3. Exit Conference

At the end of the monitoring review, City staff conducts an exit conference with the appropriate participant or staff to discuss preliminary conclusions. In part, this serves to confirm the accuracy and completeness of the information used to form the basis for the monitoring conclusions. It may also highlight areas of disagreement between the City and the subrecipient. The City staff conducting the monitoring is responsible for using the "Monitoring Summary Form" (not only to prepare for the exit conference by clearly and concisely summarizing the conclusions, but also to document the issues discussed at the exit conference, the date and time of the meeting, and the names and titles of the attendees. To the extent that a program participant signifies disagreement, the basis for any objections should be noted.

4. Monitoring Conclusions

As a result of monitoring, City staff may reach one or more conclusions that:

1. Performance was adequate or exemplary;
2. There were significant achievements;
3. There were concerns that need to be brought to the attention of the program participant;
4. Technical assistance was provided or is needed; and/or
5. There were findings that require corrective actions.

All conclusions – positive or negative - must be supportable, defensible, and adequately documented.

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Where deficiencies are identified, the following procedures apply:

Concerns

Monitoring concerns brought to the program participant's attention should include the **condition, cause**, and **effect**. The reviewer should suggest or recommend actions that the subrecipient can take to address a concern, based on sound management principles or other guidelines. However, corrective actions are not *required* for concerns.

Findings

A finding is defined in paragraph 1-6.d of the CPD Monitoring Handbook, 6509.2 REV-4, as

"a deficiency in program performance
based on a statutory or regulatory requirement
for which sanctions or other corrective actions are authorized."

If such a deficiency is identified at any time during the City's review of a subrecipient's performance, a finding must be made. Each finding requires corrective action. The corrective action should be suitable to the nature and severity of the deficiency. Section 570.910 of the regulations provides a listing of actions which may be taken to correct the deficiency. Corrective and remedial actions should be designed to prevent a continuation or recurrence of the deficiency and to mitigate, to the extent possible, the adverse effects or consequences of the deficiency. There may be a number of acceptable solutions to resolving a deficiency and the City will work with the subrecipient to ensure a solution for corrective action which will achieve HUD's programmatic objectives and ensure regulatory compliance.

Where an identified deficiency results in a finding, the finding must include the **condition, criteria, cause, effect,** and **required corrective** action.

1. The **condition** describes what was wrong or what the problem was.
2. The **criteria** cite the regulatory or statutory requirements that were not met.
3. The **cause** explains why the condition occurred.
4. The **effect** describes what happened because of the condition or what could happen.
5. The **corrective action** identifies the action(s) needed to resolve the problem and, unless inapplicable or there are extenuating circumstances, should include the time frame by which the participant is to respond to the finding.

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Monitoring Letters

The City will send a monitoring letter to the recipient with the results of the review. This monitoring letter and report will be mailed to the recipient within 60-days after completion of the on-site or desk review. Those areas in which the recipient has done well will be noted. The letter will also describe monitoring findings or concerns and will include a deadline for a response to all findings. If there were findings, the recipient will have 30 days from the date of the monitoring letter to resolve the findings. Once the recipient resolves the findings the City will mail out a Findings Cleared letter to the recipient.

Each monitoring letter is to include:

1. The program, project or entity monitored;
2. The dates of the monitoring;
3. The name(s) and title(s) of the City staff who performed the monitoring review;
4. A listing of the program/project/activity areas reviewed (which, in most cases, will repeat the areas outlined in the notification letter to the subrecipient);
5. If applicable, a brief explanation of the reasons why an area specified in the notification letter was not monitored or other schedule deviations (e.g., time constraints, unanticipated problems arising in another area);
6. Monitoring conclusions;
7. If applicable, clearly list all concerns and findings. Each finding will outline the **condition, criteria, cause, effect,** and **required corrective** action;
8. If applicable, ensure specific guidance is provided to the grantee that will not only resolve a particular monitoring finding but ensure that any systemic problems that caused the deficiency are addressed;
9. If there are findings, an opportunity for the program participant to demonstrate, within a time prescribed by the City, that the participant has, in fact, complied with the requirements;
10. Response time frames, if needed;
11. An offer of technical assistance, if needed, or a description of technical assistance provided during the monitoring.

Because City works in partnership with the entities it funds, generally, the tone of the monitoring letter should be positive, in recognition of the common goal to responsibly and effectively implement HUD's CDBG and HOME programs. Include significant accomplishments or positive changes to establish and maintain positive relationships and to recognize the dedication and commitment of the program participant staff to our program missions.

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Avoid general statements such as 'the program was found to be in compliance with all applicable rules and regulations." Monitoring reviews cover selected program areas. Therefore, it is inappropriate to advise the grantee that it is in compliance with all governing program requirements when only a portion of its program or a portion of the rules has been reviewed. Even for the area(s) reviewed, the monitor often only looks at a sample of activities or aspects. Thus, the conclusion should be qualified, such as "based upon the materials reviewed and staff interviews, it appears that the activity (or area) was carried out in compliance with (SPECIFY REQUIREMENTS)."

Additionally, the monitoring letter should not include any personally identifiable information ("PII") regarding assisted individuals. PII includes any information that can be used to distinguish or trace an individual's identity, such as their name, social security number or other identifying information. OMB guidance requires that entitlement minimize the use of PII. Therefore, it is inappropriate to include PII in these letters.

In all cases, prior to sending the monitoring letter to the subrecipient, the Neighborhood Services Supervisor should not only concur in the monitoring letter but evaluate all of the back-up documentation to determine if the facts are clearly supportable by the working papers and materials generated during the on-site visit.

The documentation should be such that:

a) the Neighborhood Services Supervisor can adequately assess the quality of the review;
b) the Neighborhood Services Supervisor can track consistency in the handling of monitoring findings, particularly if the reviewer has changed since the last monitoring;
c) performance problems are properly detected and the selected corrective actions are designed to remedy the specific instance of non-compliance as well as any systemic deficiencies which may affect the expenditure of funds in the future;
d) City staff are making appropriate, supportable judgments and drawing sound conclusions; and
e) a subrecipient will have a clear understanding of the City's perception of its performance during a specific time period.

Closing Findings

Close with letter showing if acceptable conclusion is done. And then recheck.

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Job Descriptions and Organization Chart

Human Service and Community Vitality Manager

The duties listed below are intended only as general illustrations of the various types of work that may be performed. Specific statements of duties not included does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Job descriptions are subject to change by the City as the needs of the City and requirements of the job change.

- Supervises staff to include: prioritizing and assigning work; conducting performance evaluations; ensuring staff are trained; ensuring that employees follow policies and procedures; maintaining a healthy and safe working environment; and, making hiring, termination, and disciplinary recommendations
- Administers and monitors the Neighborhood and Senior Services Division budgets, including allocating resources and approving expenditures, and forecasting division revenues and expenditures
- Provides leadership, direction, oversight and support to all grant programs in support of Neighborhood Services and Senior Services
- Successfully identifies, designs, writes and applies for grants to grow services in the Neighborhood Services and Senior Service programmatic areas
- Manages the activities of the Neighborhood Services and Senior Services Divisions, including overseeing the development and administration of policies, procedures, programs, services, facility operations and maintenance, events and goals and objectives
- Develops and maintains short and long-term strategic planning processes, and coordinates division efforts related to assigned areas of responsibility
- Provides direction and guidance to external consultants and/or partners engaged in studies and projects on behalf of the City; initiates and monitors the progress of special projects undertaken by internal staff
- Reviews division operations to determine the efficiency and effectiveness of services and/or programs
- Serves as liaison with employees and contractors; represents the City at a variety of meetings, advisory commissions, public events, training sessions, committees, and/or other related events; coordinates activities with other departments, agencies, and/or other applicable parties
- Acts in the absence of the HSCV Director
- Assists in determining strategic plans, master plans, and future needs of the department such as additional equipment, programs, services, and staff

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- Manages business processes for department, including assisting in preparing procurement documents for contracting services and supplies, and submitting documents for legal review
- Prepares and presents items for boards, commissions, and council agendas
- Works evenings, weekends, and holidays as required
- Performs the essential functions as described in the physical demands and work environment sections below
- Maintains regular attendance and punctuality
- Performs other duties of a similar nature or level

Neighborhood Services Supervisor

The duties listed below are intended only as general illustrations of the various types of work that may be performed. Specific statements of duties not included does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Job descriptions are subject to change by the City as the needs of the City and requirements of the job change.

- Supervises staff to include: prioritizing and assigning work; conducting performance evaluations; ensuring staff are trained; ensuring that employees follow policies and procedures; maintaining a healthy and safe working environment; and, making hiring and disciplinary recommendations
- Supervises, evaluates, and ensures compliance with day-to-day operations of HUD grant programs and other revitalization initiatives
- Supervises and coordinates all programmatic facets of the Community Development Block Grant, HOME Grant, and Neighborhood Stabilization Grant Program
- Provide customer service to residents that inquire about community resources to include file intake, applicant interviews, and resource referrals
- Coordinates with applicable internal and external requirements the development, evaluation, and implementation of program goals, objectives, activities, and strategic initiatives, assesses consequences and outcomes of programs
- Identifies funding sources and participates in writing and administering grants as contractually required. Oversees procurement process as it relates to grant funded activities to ensure compliance with grant requirements. Oversees grant sub- recipients and conduct regular audits to ensure grant compliance. Coordinates with all relevant departments in order to properly execute Revitalization programs and meet grant compliance requirements. Completes internal audits of grant funded programs to assure adherence to internal program guidelines as well as contractual grant requirements

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- Serves as a liaison for program activities; coordinates program activities with other internal departments and external Federal, State and Tribal agencies. Manage and direct volunteers as necessary with relation to community investment events
- Completes necessary reporting to Housing and Urban Development under the IDIS and DRGR system
- Compiles and analyzes data; prepares and reviews related reports and correspondence. Completes required environmental reviews as necessary
- Performs field inspections of homes, construction projects, rehabilitation projects, and maintenance activities as necessary
- Assists in developing and monitoring program budgets
- Conducts research to identify emerging needs, trends, and services related to assigned area of responsibility
- Assist with the coordination of/or attend City meetings, advisory board meetings and public hearings as needed to effectively implement or assist in the success of neighborhood revitalization initiatives
- Serves as a liaison of the City on regional and statewide housing and community development working groups, strategic initiatives and neighborhood engagement.
- Serve as liaison among tenants, housing project personnel and the persons of the community as it relates to Fair Housing outreach and education
- Designs and implements marketing and/outreach materials to ensure public exposure to program offerings
- Performs the essential functions as described in the physical demands and work environment sections below
- Maintains regular attendance and punctuality
- Performs other duties of a similar nature or level

Neighborhood Services Program Coordinator

The duties listed below are intended only as general illustrations of the various types of work that may be performed. Specific statements of duties not included does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Job descriptions are subject to change by the City as the needs of the City and requirements of the job change.

- Coordinates, evaluates, and ensures compliance with day-to-day operations of HUD grant programs and other revitalization initiatives
- Provide customer service to residents that inquire about community resources to include file intake, applicant interviews, and resource referrals

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- Coordinates with applicable internal and external requirements the development, evaluation, and implementation of program goals, objectives, activities, and strategic initiatives, assesses consequences and outcomes of programs
- Identifies funding sources and participates in writing and administering grants as contractually required. Oversees procurement process as it relates to grant funded activities to ensure compliance with grant requirements. Oversees grant sub- recipients and conduct regular audits to ensure grant compliance. Coordinates with all relevant departments in order to properly execute Revitalization programs and meet grant compliance requirements. Completes internal audits of grant funded programs to ensure adherence to internal program guidelines as well as contractual grant requirements
- Serves as a liaison for program activities; coordinates program activities with other internal departments and external Federal, State and Tribal agencies. Manage and direct volunteers as necessary with relation to community investment events
- Completes necessary reporting to Housing and Urban Development under the IDIS and DRGR system
- Compiles and analyzes data; prepares and reviews related reports and correspondence. Completes required environmental reviews as necessary
- Performs field inspections of homes, construction projects, rehabilitations projects, and maintenance activities as necessary
- Assists in developing and monitoring program budgets
- Conducts research to identify emerging needs, trends, and services related to assigned area of responsibility
- Assist with the coordination of/or attend City meetings, advisory board meetings and public hearings as needed to effectively implement or assist in the success of neighborhood revitalization initiatives
- Serve as liaison among tenants, housing project personnel and the persons of the community as it relates to Fair Housing outreach and education
- Designs and implements marketing and/outreach materials to ensure public exposure to program offerings
- Performs the essential functions as described in the physical demands and work environment sections below
- Maintains regular attendance and punctuality
- Performs other duties of a similar nature or level

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Housing Rehab Coordinator
This list of duties and responsibilities is illustrative only, and is not a comprehensive listing of all the duties and responsibilities performed.

- Inspects Residential structures to determine work required to correct property health and safety deficiencies or code violations.
- Develops work specifications and cost estimates required for competitive bidding for construction activities.
- Inspects progress of rehabilitation projects for compliance with workmanship standards, specifications, codes, property rehab standards, contract conditions and progress payment disbursements
- Evaluates change order requests to ensure validity of request and cost, prepares and approves necessary change orders, as appropriate.
- Reviews work specifications and provides technical support to property owners, contractors and building inspectors as needed.
- Reviews contractor pay requests
- Assists with the compilation of data for technical and administrative reports and maintains property rehabilitation files according to program guidelines and requirements.
- Assists other City departments to evaluate community facilities for possible repair or rehabilitation.
- Facilitates construction and professional services under city and federal procurement requirements.
- Assist division staff with community outreach and other department initiatives.
- Maintains regular attendance and punctuality
- Performs other duties

Program Income

Compliance with the public service and planning and administrative limits is calculated separately for each program year. For this purpose, a grantee includes program income in these calculations based on the program year in which the program income is received. Specific guidance for determining compliance with the public service and planning and administrative limits is included in the ***Community Development Block Grant Program - Guide to National Objectives and Eligible Activities for Entitlement Communities***, Chapter 2, Categories of Eligible Activities.

In addition, the City must consider program income received as one of the resources available when considering proposed activities for an Annual Action Plan or amendment. If the

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program income received has not been previously designated to be used for a specific eligible activity, the amount program income available as a program resource must be part of the information provided to the public in the process of preparing an Annual Action Plan or amendment.

Self-Certification

Income self-certifications are permissible pursuant to 24 CFR 570.506(b), but their use is generally limited to documenting beneficiary income for public service activities and even more limited when there is a direct financial benefit (e.g., day care subsidy, rental security deposit, etc.). Self-certifications are not intended to be used with housing and other direct-benefit activities, such as down payment assistance, where significant financial benefits accrue to the beneficiary of the activity. There is no need to use self-certifications for an activity seeking to meet a low- and moderate-income area (LMA) national objective. In most service areas, the grantee can often rely on Low and Moderate Income Data (LMISD) from the Census Bureau to document the income of persons living within the boundaries of the activity. See further guidance on CDBG Low- and Moderate-Income Data.

Self-certifications are generally intended to be used for CDBG eligible activities where there is not a direct financial benefit to the recipient, the service is minimal, or there is only an indirect benefit, such as access to after-school programs for low- or moderate-income children

HUD recommends source documentation be requested from the CDBG beneficiary for 20% of the certifications. The beneficiary should also be informed that all sources of income and assets must be included when calculating annual income, depending upon the specified definition of the CDBG grantee (e.g., Part 5 (24 CFR 5.609), or the IRS definition. Depending on local policies and procedures, the grantee or subrecipient would review verifiably income documentation through either: a) third party verification (e.g., verification of employment) or b) source documentation (e.g., wage statements, pensions, social security letter, etc.).

It is only a recommendation. HUD encourages CDBG grantees to establish their own policies and procedures for implementing a self-certification program. HUD recommends that grantees' local policies and procedures are consistent across similar types of CDBG-funded activities (e.g. for all public services that provide indirect financial assistance to beneficiaries).

As part of any policy, it is recommended that grantees alert beneficiaries while they are self-certifying as to income, that a select sample of self-certifications will be tested, and those beneficiaries will be expected to produce verifiable income documentation.

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Grantees must use their best judgment in funding agencies providing these services and should at least ensure that they have a written policy on self-certifications and that a majority of the types of services being provided do not depend on self-certifications. Grantees may also find it useful to explore other ways of meeting a national objective, such as "Low and Moderate Clientele (LMC) nature and location" or "LMC presumed benefit" would offer a more reliable path toward documentation.

CDBG regulations permit self-certification of income for public service activities as referenced in 24 CFR 570.506(b) It is important to note that grantees should develop their own policies and procedures relating to a self-certification program. These policies and procedures would include such items as the definition of income, income verification (third party verification or review of documents provided by the applicant) what activities will be allowed to use self-certification, monitoring requirements and training of grantee and subrecipient staff. We recommend that you request source documentation for 20% of the certifications and inform the beneficiary that all sources of income and assets must be included when calculating annual income. Depending on your policies and procedures, you would verify income through third party verification or review of documents. In the CDBG program a grantee or subrecipient need only document that the beneficiary is low-and moderate-income at the time CDBG assistance is provided. There is no re-qualification of income once assistance has been provided. There is no need to collect annual income information on existing clients that have been previously qualified and continue to be assisted.

HUD recommends using the Self Certification of Annual Income by Beneficiary Form contained in the CPD Income Eligibility Calculator. This form contains all the required certifications and warnings. It should be noted that using a self-certification approach to income documentation can put an activity at possible risk if the beneficiary is later audited and determined to be over the applicable income limit.

Suspension and Debarment

All entities receiving CBDG and HOME funds from the City of Surprise are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

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Prior to the awarding of a contract or subrecipient agreement, staff will utilize the online database System For Award Management (SAM) www.sam.gov to determine if the entity has been disbarred from receiving Federal Funding. Staff will search (1) by DUNS number and (2) by name of organization. Organizations that show they have been disbarred from receiving Federal funding will not move forward with an executed contract or subrecipient agreement. The results of the SAM search are printed, noted with the date, and placed in the project file.

Contractor Scoring Matrix

Contracts will only be awarded to entities that possess the ability to perform successfully under the terms and conditions of a proposed procurement. Additionally, organizations that have been disbarred are ineligible to receive funding.

SCORING INDICATOR	SCORE Pass/Fail
Contractor Integrity	
Compliance with Public Policy	
Record of Past Performance	
Financial Resources	
Technical Resources	

Procurement Records

The City maintains records for contracts detailing;

1. Rationale for the method of procurement
2. Selection of contract type
3. Contractor selection or rejection
4. Basis for the contract price.

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Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The City of Surprise is committed taking all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- The City works to ensure that qualified small and minority businesses and women's business enterprises are included on solicitation lists;
- The City works to ensure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- The City divides total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- The City establishes delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- The City reaches out to the following organizations and includes them on solicitation lists to distribute to their members;
    - Microbusiness Advancement Center
    - Women's Center for Economic Opportunity
    - Arizona Small Business Association
    - Arizona Hispanic Chamber of Commerce
    - Maricopa SBDC
- The City requires the prime contractor, if subcontracts are to be let, to take the affirmative steps to reach out to and hire qualified minority businesses, women's business enterprises, and labor surplus firms when possible.

Audit Requirements

A 2 CFR Part 200 audit is required if an organization expends more than $750,000 in federal funds during your fiscal year. CDBG grantees and subrecipients that expend $750,000 or more in a year in federal awards must have an audit conducted in accordance with 2 CFR Part 200, Subpart F—Audit Requirements except when they elect to have a program-specific audit conducted. A program audit is an audit of one federal program (such as CDBG). A program-specific audit is allowed when the grantee or subrecipient expends federal awards under only one federal program. A single audit is an audit that includes both an entity's financial statements and its federal awards (from all applicable federal programs). If a grantee or

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subrecipient expends less than $750,000 a year in federal awards, it is exempt from the audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the Government Accountability Office.

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ENVIRONMENTAL REVIEW AND MONITORING

An environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for all HUD-assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental review (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws.

An environmental review must be performed before any funds, regardless of source, are committed to a project.

Documentation of the environmental review should be maintained in the environmental review record. This record contains the description of all activities that are part of the project and an evaluation of the effects of the project on the human environment and vice versa. This record should be made available for public review.

Part 50 and Part 58

The first step in the environmental review process is determining whether the HUD assistance falls under a Part 50 or Part 58 environmental review. This is usually specified in the Notice of Funding Availability, program regulations, or legislation. Part 58 and Part 50 are the sections of HUD regulations that implement that National Environmental Policy Act (NEPA). Part 50 applies to programs where HUD performs the environmental reviews, and Part 58 applies to programs that allow a responsible entity to perform the environmental reviews.

Part 58

HUD regulations at 24 CFR 58 allow the assumption of authority to perform the environmental reviews by responsible entities, which are units of general local government, such as a town, city, county, tribe, or state. The responsible entity is responsible for the scope and content of the review and making the finding. The certifying officer of the responsible entity, usually the mayor, signs the review and takes legal responsibility for the review.

HUD responsibilities under Part 58 are very limited. HUD will receive the Request for Release of Funds and Certification (HUD form 7015.15) from the responsible entity, accept public

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comments during the HUD public comment period, and approve the use of HUD assistance through the Authority to Use Grant Funds (HUD form 7015.16). HUD will also periodically conduct in-depth monitoring of responsible entities' environmental review records.

Part 58 applies when legislation for a program allows local governments to assume authority. Local governments must assume responsibility for grants made directly to the local government when legislation permits. They are encouraged to be responsible for the environmental review in cases where the grants are made to other entities, such as nonprofit organizations and public housing authorities.

Part 50

Part 50 applies when program legislation does not delegate the authority to assume responsibility to the local government, such as FHA housing programs. Part 50 may also apply when the local government was not a direct recipient of the funds and refuses to accept responsibility or when HUD determines the local government does not have capacity to act as responsible entity.

Timing the Review

HUD's regulations at 24 CFR 58.22 prohibit grant recipients and their partners from committing or spending HUD or non-HUD funds on any activity that could have an adverse environmental impact or limit the choice of reasonable alternatives prior to completion of an environment review once a project has become "federal." This prohibition on "choice-limiting actions" prohibits physical activity, including acquisition, rehabilitation, and construction, as well as contracting for or committing to any of these actions.

The restriction on undertaking or committing funds for choice-limiting actions does not apply to undertakings or commitments of non-federal funds before a project participant has applied for HUD funding. A party may begin a project in good faith as a private project and is not precluded from later deciding to apply for federal assistance. However, when the party applies for federal assistance, it will generally need to cease further choice-limiting actions on the project until the environmental review process is complete.

Project Description

A complete and clear project description is the foundation of the environmental review process. The project description should provide location specific information and geographic boundaries, as well as a delineation of all activities included in the overall scope of the project.

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The project description should capture the maximum anticipated scope of the proposal, not just a single activity that the money is going toward. It should include all contemplated actions that are a composite part of the project. Activities should be aggregated according to the regulations at 58.32, which says that a responsible entity must group together and evaluate as a single project all individual activities which are related either on the geographical or functional basis, or both, or are logical parts of a composite of contemplated actions.

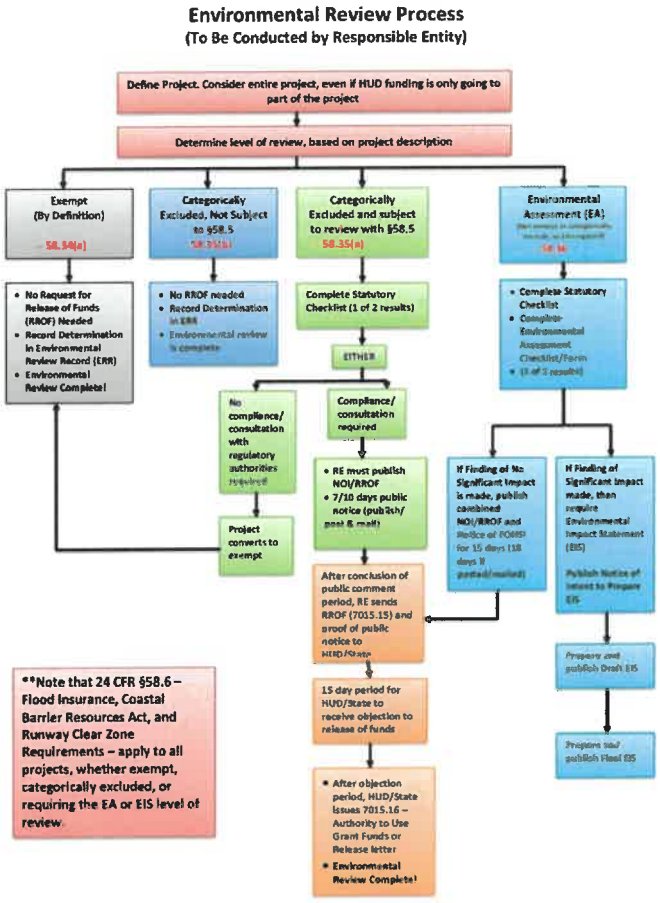
The project description for the environmental review may not be identical to the description of the project and activities used by the funding program, as the project description in the environmental review may consider activities not financed by HUD.

If the project or environmental review contains information that can be considered sensitive, such as the location of a domestic violence shelter, sacred site, or endangered species habitat, you should omit that information from the publicly reviewable environmental review record.

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Level of Review

Once the scope of the project is known you can determine the appropriate level of environmental review. There are five levels of review:



Exempt

- Part 58 only
- Applies to activities listed at 24 CFR 58.34(a)

Categorically excluded from NEPA, not subject to the related laws and authorities at 58.5 or 50.4 (CENST)

- Applies to activities listed at 24 CFR 58.35(b) (Part 58)
- Applies to activities listed at 24 CFR 50.19(b) (Part 50)

Categorically excluded from NEPA, but subject to the related laws and authorities at 58.5 or 50.4 (CEST)

- Applies to activities listed at 24 CFR 58.35(a) (Part 58)
- Applies to activities listed at 24 CFR 50.20(a) (Part 50)

Environmental assessment (EA)

- All other projects (Part 58 and Part 50)
- Applicable to both projects for activities not covered under a categorical exclusion or exemption
- Also applies when extraordinary circumstances* exist and elevates the level of review

Environmental impact statement (EIS)

- Required when an environmental assessment concludes in a Finding of Significant Impact

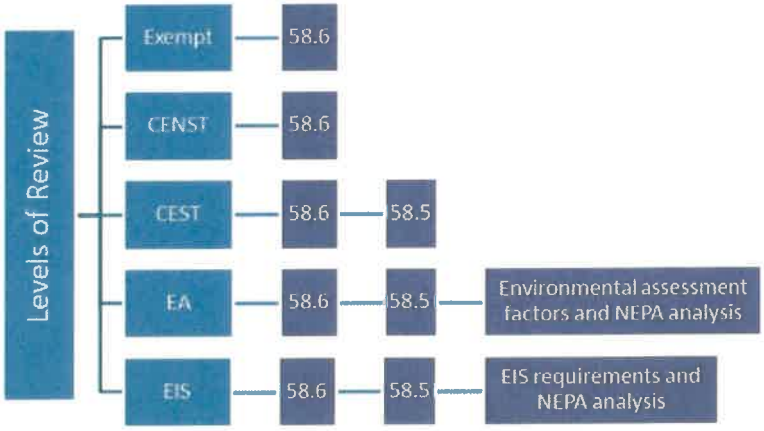
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- Applies when the complexity of the project exceeds the scope of an environmental assessment
- Applies when extraordinary circumstances* exist and elevate the level of review
- Required when noise levels exceed 75 decibels (unacceptable noise zone)
- Also required when noise levels are between 65 and 75 decibels (normally unacceptable noise zone) and the project site is largely undeveloped or will encourage incompatible development
- See 24 CFR 58.37 or 24 CFR 50.42
- Required for projects involving 2,500 or more housing units or beds

*Extraordinary circumstances are defined in HUD regulations at 24 CFR 58.2(a)(3) as follows:

- Actions that are unique or without precedent;
- Actions that are substantially similar to those that normally require an EIS;
- Actions that are likely to alter existing HUD policy or HUD mandates; or
- Actions that, due to unusual physical conditions on the site or in the vicinity, have the potential for a significant impact on the environmental or in which the environment could have a significant impact on users of the facility.

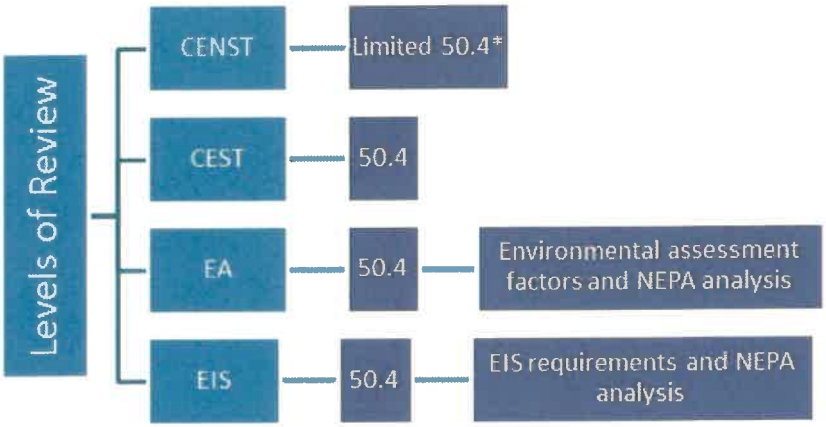
Environmental Analysis (Part 58)
Part 58 reviews may be subject to the requirements of 24 CFR 58.6, 24 CFR 58.5, environmental assessment factors, and the analysis under the National Environmental Policy Act. See the chart below for a breakdown of which components are required for each type of review.



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Environmental Analysis (Part 50)

Part 50 reviews may be subject to the requirements of 24 CFR 50.4, environmental assessment factors, and the analysis under the National Environmental Policy Act. (24 CFR 50.4 combines the laws and authorities listed in 24 CFR 58.5 and 58.6.) See the chart below for a breakdown of which components are required for each type of review.



*Most Part 50 categorically excluded, not subject to 50.4 (CENST) reviews do not require compliance with any laws and authorities, with the following exceptions:

- Equipment purchase (50.19(b)(13) or 50.19(b)(14)) is subject to compliance with flood insurance requirements.
- HUD mortgage insurance and loan guarantees as described in 50.19(b)(17) and 50.19(b)(24) are subject to compliance with flood insurance, airport clear zones, and coastal barrier resources requirements.
- Refinancing of HUD-insured mortgages as specified under 50.19(b)(21) is subject to compliance with flood insurance requirements.

Finalizing the Review

The following are the steps for finalizing a Part 58 review:

- Obtain the necessary signatures to complete the review.
- Publish or post a Notice of Intent to Request a Release of Funds (NOI-RROF)(applies to CEST, EA, and EIS).
- Publish or post a Notice of Finding of No Significant Impact (Notice of FONSI) if necessary (EA only); this can be combined with the NOI-RROF.
- Wait for the applicable comment period to elapse (see chart below or 24 CFR 58.45).
- Submit the Request for Release of Funds form (7015.15) to HUD (CEST, EA, and EIS).
- HUD will approve the release of funds with an Authority to Release Grant Funds (HUD form 7015.16) after the HUD 15-day public comment period if no valid objections are received.

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Type of Notice	Level of Review	Length of Comment Period
Notice of Intent to Request for Release of Funds (NOI-RROF)	CEST, EA, and EIS	7 days when published Or 10 days when only mailing and posting
Notice of FONSI	EA only	15 days when published Or 18 days when mailing and posting
Concurrent or combined notices	EA only	15 days when published Or 18 days when mailing and posting

Part 50 reviews require the appropriate certifications by HUD staff, which may include the preparer, the supervisor, the environmental clearance officer or field environmental officer if the project involves over 200 lots, units or beds, and the program director. HUD staff will inform the project managers when the environmental review is complete.

Revisiting the Review

Environmental review records are living documents, and they may need to be updated even after the environmental review has been completed. The three major reasons for revisiting a review are to record mitigation measures, reevaluate the project, and add another source of funding.

Mitigation Measures

Mitigation measures or conditions for approval are sometimes necessary for a project to be in compliance. The conditions are often implemented after the environmental review is complete and the project is underway. Documentation demonstrating that the mitigation measures have been implemented should be included in the environmental review record.

Reevaluation

Reevaluation of a project is necessary under the following circumstances (24 CFR 58.47):

- The recipient proposes substantial changes in the nature, magnitude or extent of the project, including adding new activities not anticipated in the original scope of the project;
- There are new circumstances and environmental conditions which may affect the project or have a bearing on its impact, such as concealed or unexpected conditions

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discovered during the implementation of the project or activity which is proposed to be continued; or

- The recipient proposes the selection of an alternative not in the original finding.

The environmental review record should be updated, and the responsible entity should confirm whether the original findings are still valid. If the original findings are no longer valid, a new environmental assessment must be prepared.

Note: Part 50 environmental reviews must be reevaluated and updated when the basis for the original environmental or compliance findings is affected by a major change requiring HUD approval in nature, magnitude or extent of a project and the project is not yet complete. A change only in the amount of financing or mortgage insurance involved does not normally require the environmental review to be reevaluated or updated (24 CFR 50.36).

Supplemental Assistance
Additional HUD funding sources are sometimes added to a project after the environmental review has been completed. For these new sources of HUD funding a CENST environmental review can be performed if the original environmental review and the additional sources of funding all fall under Part 58 and the same responsible entity is performing the review (see **24 CFR 58.35(b)(7)**). Otherwise, a new CEST environmental review or environmental assessment must be completed. If new funding sources are added prior to the completion of the environmental review, and all of the funding sources are under the same part (50 or 58), then the new funding can be included in the existing environmental review.

CITIZEN PARTICIPATION

A City of Surprise is committed to follow the adopted Citizen Participation Plan that provides for and encourages citizen participation. This integral process emphasizes participation by persons of low or moderate income, particularly residents of predominantly low- and moderate-income neighborhoods, slum or blighted areas, and areas in which the grantee proposes to use CDBG funds.

The plan provides citizens with the following:

1. Reasonable and timely access to local meetings regarding utilization of HUD funded programs and activities;
2. An opportunity to review proposed activities and program performance;
3. Provide for timely written answers to written complaints and grievances;
4. Meets the needs of non-English speaking residents in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

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Fair Housing and Equal Opportunity (FHEO)

Fair housing and equal opportunity laws are like an umbrella, intended to protect individuals from discrimination in housing, employment, through business opportunities such as contracting, or through other benefits created by CDBG projects

Consolidated Plan

The City of Surprise is a member of the Maricopa HOME Consortium. The Consortium completes analysis of impediments to fair housing in coordination with the 5-Year Consolidated Plan. The analysis is part of the certification to affirmatively further fair housing.

The City will ensure that

- Actions will be taken to overcome the impediments identified; and
- Records will be maintained reflecting the analysis and related actions.

Section 3

The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide training, employment, contracting and other economic opportunities to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons.

Section 3 applies to projects of a certain scope and monetary amount and is triggered when the following thresholds are met and new hiring and/or contracting opportunities are generated by the use of grant funds.

Scope: Section 3 requirements apply to projects that involve work arising in connection with the construction or rehabilitation of a HUD-assisted project, regardless of how the grant funds are actually spent. Section 3 requirements do not apply to projects that do not involve rehabilitation and new construction, such as direct homebuyer assistance for the purchase of standard housing, or tenant-based rental assistance programs.

Dollar Thresholds: Section 3 applies when these thresholds are met:

1. The grant administering entity receives more than $200,000 in grant funds, and invests any amount of these funds to carry out new construction or rehabilitation activity (including demolition and lead-based paint abatement). The administering entity

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includes the PJ/grantee, as well as any subrecipient (unit of local government) or subrecipient (nonprofit organization) that receives over $200,000.

2. A contractor/subcontractor of a project receives a contract for $100,000 or more in grant assistance.

Once it is determined that Section 3 applies to a project, the Section 3 requirements apply to all contracts, provided that at least $1 of grant funds is being used. If the grant administering agency receives more than $200,000 in grant funds, but no single contractor is awarded more than $100,000, then the Section 3 requirements apply to the training, employment, and contracting activities of the PJ/grantee, or subrecipient but not to those of the contractor(s) of the project. This means new hiring and contracting opportunities generated by the PJ/grantee, subrecipient that is related to work arising in connection with the HUD-assisted new construction or rehabilitation project would be subject to the Section 3 hiring and contracting goals.

The regulations at 24 CFR 135.30(c)(1) establish a goal that at least 10% of the dollar amount of Section 3 covered contracts for building trades work be awarded to Section 3 businesses. The Section 3 requirements would apply to aggregate amount of all projects involving housing construction, rehabilitation, or other public construction. Therefore the numerical goal would be 10% of the total dollar amount of all covered contracts.

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LABOR STANDARDS

Davis-Bacon

There are two thresholds that trigger Davis-Bacon in the CDBG Program.

1. The first is when CDBG is used to fund construction contracts of more than $2,000 in non-residential properties.
2. The second threshold is when CDBG is used to fund residential construction contracts for properties that include 8 or more units. A Davis-Bacon covered residential property is defined as 8 or more units in one or more buildings on an undivided lot or on contiguous lots or parcels which are commonly-owned and operated as one rental, cooperative, or condominium project. In the project described, single family units on separately owned, non-contiguous lots, Davis-Bacon does not apply.

The federal law that applies federal prevailing wage rates (Davis-Bacon rates) to CDBG funding is Section 110 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5310). Section 110 requires the payment of wages at rates "not less than" the local prevailing wages determined by the U.S. Secretary of Labor under the Davis-Bacon Act. This means that the federal wage rates are only a minimum, and if state laws, applicable to the project, require the payment of higher wages, the federal law does not interfere with the higher state requirement. However, even if state law requires the payment of higher rates, and is applicable to the project, the Davis-Bacon wage determination and contract clauses must still be included in solicitation bids and signed contracts for CDBG-financed construction work (except for residential property with less than 8 units). It is the responsibility of the CDBG recipient to contact the state Department of Labor to ascertain whether a project is subject to state prevailing wage rates.

Adequate documentation of payroll review can be based on establishing a reasonable, objective set of records that can be verified by a third party. A suggested format would include a brief statement, signed and dated by the reviewer, indicating that a specifically identified payroll document had been compared to specific wage determination, along with notation whether or not any discrepancies have been identified. The applicable payroll and wage determination could either be attached or referenced to a location that is readily accessible. Depending upon the size of the project and the number of contractors, subcontractors, and workers, the grantee should conduct periodic employee interviews using the Form HUD-11 and compare the information from those interviews to payrolls received. Finding discrepancies, depending upon their severity and the grantee's knowledge of the general contractor, may trigger the need for more frequent site visits and interviews. All of this review

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documentation could be subject to some level of supervisory quality control, which could be done on a sample basis, allowing for increased supervisory review if discrepancies arise.

Davis-Bacon applies to the rehabilitation of residential property only if the property contains 8 or more units. Residential property that contains 7 or fewer units is exempt. Although the statute refers to the rehabilitation of residential property, this exemption has been interpreted to include the new construction of residential property containing 7 or fewer units. Typically, single-family homeowner properties are excluded under this exemption.

However, "property" is not limited to a specific building. Property is defined as one or more buildings on an undivided lot or on contiguous lots or parcels, which are commonly-owned and operated as one rental, cooperative or condominium project. Examples of 8+ unit properties may include:

- 5 townhouse buildings side-by-side which consist of 2 units each.
- 3 apartment buildings each consisting of 5 units and located on one tract of land.
- 8 single-family (not homeowner) houses located on contiguous lots.

The requirement is more clearly explained in HUD Handbook 1344.1 Rev. 2 entitled Federal Labor Standards Requirements in Housing and Urban Development Programs. Appendix II-6 Factors of Labor Standards Applicability provides detailed guidance on Davis-Bacon applicability to various HUD programs.

For CDBG projects, residential properties containing 7 or fewer units are exempt from Davis-Bacon. However, the eight-unit threshold applies to the number of units on a property; not the number of units being rehabilitated or constructed and not the number of units funded with CDBG dollars. A property is defined as one or more buildings on an undivided lot or on contiguous lots or parcels which are commonly-owned and operated as one rental, cooperative, or condominium project. Because the property that you describe includes eight (8) or more units on an undivided lot under common ownership in one condominium project, the Davis-Bacon requirements apply. For further information, please refer to HUD Handbook 1344.1 Rev. 2.

Note that site acquisition, since it is not a construction activity, is not covered by Davis-Bacon.

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RESOURCES

https://www.hudexchange.info

"Guide to National Objectives & Eligible Activities for Entitlement Communities"
This Guide is intended for public officials and citizens seeking to understand what activities are eligible to be assisted under the Community Development Block Grant (CDBG) Entitlement Program and to guide them in making wise choices among certain alternatives available within the program for carrying out particular activities. While the statute, as amplified by the regulations, provides the authoritative version of program requirements, this Guide: Organizes eligibility requirements in a more accessible and understandable format; provides additional explanatory materials, including examples; provides guidance on the factors to be considered in selecting among alternative categories of eligibility and national objectives, where applicable; and provides guidance on accessing additional CDBG resources that may be available to a community.

"Playing by the Rules: A Handbook for CDBG Subrecipients on Administrative Systems"
This handbook is intended for Community Development Block Grant (CDBG) subrecipients. The handbook is designed to help subrecipients understand the administrative requirements that apply to the use of Federal funds for the delivery of CDBG programs and activities.

"Managing CDBG: A Guidebook for Grantees on Subrecipient Oversight"

HUD Basically Handbook
This training was developed to guide and assist Community Development Block Grant (CDBG) Entitlement grantees in the implementation of their programs. From national objectives and eligible activities to the details of administration, financial management, and other federal requirements, these resources are valuable for every CDBG program practitioner.

HUD HOME Fires
Official Policy newsletter of the HOME Program

CPD Monitoring Handbook
CPD Notices
HUG OIG bulletins
Davis Bacon Handbooks

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COMMONLY USED ACRONYMS

ADA	Americans with Disabilities Act
ANSI	American National Standards Institute
BOLI	Bureau of Labor and Industries
CDBG	Community Development Block Grant
CFR	Code of Federal Regulations
CPR	Certified Payroll Report
DOL	U.S. Department of Labor
EA	Environmental Assessment
EO	Executive Order (federal)
EPA	Environmental Protection Agency
EPLS	Excluded Parties List (federal)
ERR	Environmental Review Record
ESA	Endangered Species Act
FONSI	Finding of No Significant Impact
HCDA	Housing and Community Development Act
HUD	U.S. Department of Housing and Urban Development
LEP	Limited English Proficiency Plan
MOU	Memorandum of Understanding
NEPA	National Environmental Policy Act
NOI	Notice of Intent
OMB	Office of Management and Budget (federal)
RFP	Request for Proposal
RFQ	Request for Qualifications
ROF	Release of Funds
RROF	Request for Release of Funds
SHPO	State Historic Preservation Office
TDD	Telecommunication Devices for the Deaf
THPO	Tribal Historic Preservation Office
UFAS	Uniform Federal Accessibility Standards
URA	Uniform Relocation Assistance and Real Property Acquisition Policies Act
USC	United States Code

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a new leaf
HOUSING • HEALTH • COMMUNITY SERVICES

DS MTH

A New Leaf Project Proposal
SEEDS of Life Center
Shelter – **E**mployment – **E**ducation – **D**evelopment - **S**upport

Project Summary

This proposal outlines a project to develop and implement emergency homeless shelter and community assistance services in Surprise, Arizona. The purpose of this project is to prevent and respond to increased homelessness among individuals and families impacted by the COVID-19 pandemic, and to mitigate the spread of the coronavirus among unsheltered individuals, and subsequently the community at large. As well, A New Leaf proposes sustaining services beyond COVID response, to address the significant and growing issue of homelessness in the West Valley of Maricopa County's metropolitan community.

The proposal provides an overview of 1) A New Leaf's mission, history, experience, and infrastructure, 2) the identified need for services in the West Valley, 3) the proposed project, scope of work, and outcomes, and 4) the proposed timeline, budget, and sustainability plan.

Community Need

The 2020 Point-in-Time Homeless Count for Maricopa County indicated that 7,419 people experienced homelessness in the County on ONE night on January 27, 2020 - a 12% increase in homelessness from 2019, and an 18% increase in the number of unsheltered individuals living on the streets. From 2017 to 2020, unsheltered homelessness across the County increased by 83%, but most notably in the West Valley by 219%, indicating a growing trend for this region. Children (age 0-17) accounted for 17% of the homeless count, although the true number of families experiencing homelessness may be hard to identify due to tendencies to stay in vehicles or other hidden locations. Homelessness can have a tremendous impact on children – their education, health, sense of safety, and overall development, which research shows significantly increase future instability and homelessness as adults.

The impacts of the COVID-19 pandemic and the economic fallout have been widespread but are particularly concerning for households with children. The Census Bureau's Household Pulse Survey, launched in April, has provided weekly data on how the unprecedented health and economic crisis is affecting Arizona residents, and drives home the need for substantial, continued relief measures to address hardships like hunger, eviction, and homelessness. The implications for children in particular are significant: households with children face especially

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high hardship rates. Data collected November 11 - December 7 from adult respondents in Arizona indicated that:

- 17% of households with children reported not having enough to eat because the household could not afford it.
- 35% of households had difficulty paying for usual expenses such as food, rent or mortgage, car payments, or medical expenses.

The current high rate of homelessness is especially alarming not only because people without housing are at high risk of COVID-19 exposure but also because the pandemic's economic impacts could lead to an increase in the number of people experiencing homelessness. Despite population growth as high as 60% in the West Valley in recent years, as well as a significantly higher percentage increase in homelessness, the region does not have any shelter facilities dedicated to serving the homeless. There is also a tremendous need for additional support to help families and individuals impacted by the pandemic, including assistance with accessing employment opportunities, public assistance, physical and mental healthcare, basic needs, transportation, affordable housing, resources for children's education, and more. Without support to help navigate these challenges, many more households currently living on the edge may become homeless soon.

Proposed Project

A New Leaf proposes opening an Emergency Homeless Shelter and Day Resource Center in Surprise to provide services to prevent and respond to homelessness among individuals and families impacted by the COVID-19 pandemic, and to mitigate the spread of the coronavirus among unsheltered individuals, and subsequently the community at large. The proposed facility, located at 12763 W. Grand Avenue, Surprise, AZ 85374, was identified by the City of Surprise as a viable location for services. The proposed project name is "SEEDS of Life Center", named in part to honor the historical value this site has had in the community, providing shelter and support for people in need as the "Mustard Seed," and to reflect proposed services provided by A New Leaf in line with the agency mission of "Helping Families.... Changing Lives." SEEDS = Shelter, Employment, Education, Development, and Support.

EMERGENCY SHELTER

Seven apartment-style units will provide emergency shelter for families with minor age children who are homeless. Individual units will allow male adults to be sheltered with their families, thereby preserving the family unit to avoid further trauma and hardship. Up to two, single female adults with children may share a unit if appropriate. Additionally, shelter placement for single females with no children may be considered.

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The maximum length of stay in shelter will be 120 days, however the goal will be to move people through faster (60-75 days) by connecting them to onsite support services in order to serve as many people as possible. Approximately 150 adults and children are anticipated to be sheltered within a 12-month period.

Shelter residents will be provided breakfast, lunch, and dinner meals daily at the onsite dining room with commercial kitchen (shelter units do not have kitchens). Wrap-around onsite support services will be available for adults and children through the Day Resource Center.

DAY RESOURCE CENTER

Support services will be available to shelter residents, as well as community members who are experiencing hardships related to the pandemic to prevent families and individuals from becoming homeless. All services will be delivered with consideration for social distancing and following CDC guidelines. Proposed onsite services include:

- Case management
- Employment assistance
- Budget coaching
- Assistance with applying for public benefits
- Transportation assistance
- Access to computers
- Information and assistance with applying for Rapid Re-Housing or Tenant Based Rental Assistance
- Access site for WIC and SNAP
- A Coordinated Entry site for assessing, and referring individuals and families to appropriate need-based housing interventions in Maricopa County
- Resources and referrals for other community assistance services, including COVID testing sites and related health services.

Scope of Work

A New Leaf proposes contracting a Project Manager for 12 months to oversee all activities related to implementing this project including:

- Facility renovations
- Acquiring furnishings, equipment, and program supplies
- Coordinating partnerships for services offered through the Day Resource Center
- Hiring and training program staff

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- Coordinating outreach and marketing activities for services to community members and other service providers
- Recruiting and engaging volunteers to support and enhance services

A New Leaf's Director of Shelter & Housing Services, Michelle Alberti, will supervise and support the Project Manager and implementation of programming, in partnership with executive team members Kathy DiNolfi - Chief Program Officer, Connie Orr – Chief Operation Officer, and Cathy Dyciewski – Chief Financial Officer.

Proposed program staffing positions include:

- Program Supervisor
- Intake Coordinator
- Case Manager
- Support Partners
- Maintenance
- Janitorial
- Kitchen/Food Service

Demonstrated Impact

EMERGENCY SHELTER

A New Leaf anticipates providing emergency shelter, basic needs, and support services to approximately 150 adults and children within a 12-month period. Adults will complete the Service Prioritization Decision Assistance Tool (SPDAT) revealing and prioritizing each family's needs. This assessment of 18 key areas provides a baseline of each household's strengths and challenges surrounding food, health care, housing, income, employment, education, transportation, and general well-being.

Information collected from the SPDAT assessments are recorded in the Homeless Management Information System (HMIS). An initial case management Housing Stability Plan (HSP meeting) identifies the residents' strengths, barriers and additional resources and skills, which provides insight and support for achieving goals to obtain housing. Goals are set and monitored through bi-weekly case management. As needed, referrals to services outside of the agency are made, ensuring that residents receive optimal care.

Expected program outcomes include:

- 65% of employable adults will obtain employment or increase current income.

- 85% of adults will report an increased knowledge of community support services to help maintain long-term stability.
- 50% of households will report securing safe, affordable housing upon exit.
- 85% of households will demonstrate and improvement in assessment scores in one or more areas including safety, housing, social functioning, health, substance use, and mental well-being, based on the SPDAT.

DAY RESOURCE CENTER

A New Leaf will employ marketing and outreach efforts to build awareness of services being provided onsite for community members impacted by the pandemic. The number of clients served, client demographics, and types of services provided will be recorded. In addition to the residents of the onsite emergency shelter, A New Leaf anticipates providing services at the Day Resource Center to approximately 50-70 individuals/households each month.

Proposed Timeline

- March-April 2021
  - Site leased to A New Leaf
  - Agreement with City of Surprise
  - Project Manager Hired
- April
  - Facility buildout begins
    - Day Resource Center (3 mo.)
    - Emergency Shelter Units (5 mo.)
  - Program development begins
- June
  - Day Resource Center open
- September
  - Emergency shelter open date/first intakes

Expenses

Project Development (does not include renovation/construction costs)

- Project Manager/Consultant
- Furnishings
- Supplies
- Equipment (including computers/technology)
- Marketing

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Programming/Operational Costs for 12 Months

- Program Staff Salaries
- Payroll Tax
- Employee Benefits
- Professional Fees and Contracts
- Specific Assistance for Clients
- Supplies/Postage
- Equipment Leases/Repairs
- Phone/Internet
- Occupancy (rent, utilities, building & grounds)
- Advertising/Printing/Publications
- Travel/Vehicles
- Sanitation/PPE
- Conferences/Professional Development
- Program Expenses
- Non-Payroll Insurance
- Other Expenses

Community Partners

- Funding Partners – Municipal: West Valley Cities, State, and County – CARES/COVID related and other funds; Private: foundations, corporations – COVID related and other funds)

- Program partners – WIC, SNAP, Maricopa Regional Continuum of Care - Coordinated Entry System, City of Surprise Resource Center, St. Mary's Food Bank, AZ@Work, and Volunteer Groups

Sustainability

The development and implementation of this project is proposed to be supported with CARES funding, in partnership with the State, Maricopa County, the City of Surprise, and other West Valley Cities, to prevent and respond to homelessness among individuals and families impacted by the COVID-19 pandemic, and to mitigate the spread of the coronavirus among unsheltered individuals, and subsequently the community at large.

A New Leaf is seeking the commitment from the State, the County, the City of Surprise, and other West Valley Cities for ongoing funding support to sustain shelter and community support services beyond the pandemic to continue addressing the identified pre-pandemic need for

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services in the West Valley. A New Leaf will also continue to explore opportunities for funding support from the private sector to enhance and expand services.

A New Leaf Mission & History

For nearly 50 years, A New Leaf has worked in service to its mission, "Helping Families... Changing Lives." Through a continuum of relevant and effective services, and in collaboration with other organizations and civic leaders, A New Leaf now operates 30+ programs under seven social service pillars: HOUSING & SHELTER, DOMESTIC VIOLENCE, MENTAL & PHYSICAL HEALTH, EDUCATION, FINANCIAL EMPOWERMENT, FAMILY PRESERVATION, and FOSTER CARE. This year, A New Leaf will make a positive impact on the lives of 30,000 people.

A New Leaf started in the East Valley of the Phoenix Metro community in 1971 by providing substance abuse prevention and rehabilitation programs for youth. Over the past 50 years, the organization has grown by establishing programs to address identified gaps in services and the changing needs of our community, and by bringing several smaller organizations on board that provided vital services but struggled with sustainability. Over the past decade, programming has expanded in the areas of shelter services, services for human trafficking and sexual assault victims, rapid-re-housing services, supportive housing programs, early childhood education, foster care, and family preservation. Persevering through changing economies and societal issues, as well as the complexities of government funding, A New Leaf is committed to transforming lives and improving the future of our community.

Experience & Infrastructure

A New Leaf's Emergency Shelter Programs currently serve approximately 1,650 adults and children each year from throughout Maricopa County who are experiencing homelessness, domestic violence, and other crisis situations. A New Leaf's five Emergency Shelter Programs include:

- La Mesita Family Homeless Shelter – 16 apartment units of emergency housing in Mesa for homeless families with children, serving more than 200 adults and children annually.
- East Valley Men's Center – 110-bed dormitory style emergency housing in Mesa for homeless single men, serving approximately 585 men annually.
- Faith House Women's Crisis Shelter – 68 beds (rooms for families or singles to share) of emergency housing in Glendale for women and children who are victims of domestic violence, sex trafficking, or homeless due to other crisis situations, serving approximately 320 adults and children annually.

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- Autumn House Domestic Violence Shelter – 22 beds (4 apartment units for families or singles/small families to share) of emergency housing in Mesa for women, men, and children who are victims of domestic violence, serving approximately 135 adults and children annually.
- Domestic Violence Safe Temporary Overflow Program (DVSTOP) – temporary shelter coordinated in hotel rooms as needed, to ensure immediate access to safety and support for victims of domestic violence when shelters are full or unable to accommodate a family/individual with special needs, serving approximately 400 adults and children annually.

A New Leaf has provided emergency shelter services for Maricopa County residents since 1983, when Autumn House Domestic Violence Shelter opened. The organization began operating the La Mesita Family Shelter in 1993 and completely redeveloped the property in 2011, rebuilding the emergency homeless shelter for families, in addition to 110 affordable and permanent supportive housing units. In 2000, A New Leaf took over operations of Faith House Women's Crisis Shelter, the oldest continuously operating domestic violence shelter in Arizona. DVSTOP was established in 1999 in response to an identified community need for overflow shelter, and the East Valley Men's Center opened in 2006.

Over the years, services provided by A New Leaf's Emergency Shelter Programs have expanded to include not only the provision of basic needs, but comprehensive case management and wrap-around support services to address social determinants of health. This service continuum strengthens clients' ability to overcome barriers related to generational poverty and achieve self-sufficiency and long-term stability. Current Emergency Shelter support services include:

- Individualized assessment, case planning, benefits enrollment, housing navigation, resources, and referrals
- Preschool, after-school, and teen programming/activities, and GED and post-secondary education support
- Employment assistance, computer labs, financial literacy, budget coaching, and savings programs
- Counseling services, substance abuse support groups, skill building workshops, health/nutrition education, and onsite health and dental care
- Court advocacy for domestic violence victims and support for addressing outstanding warrants

A New Leaf partners with other community service organizations to provide additional support services to further assist individuals with healing from the trauma they have experienced,

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overcoming substance abuse challenges, and more. A New Leaf's Financial Empowerment programs also offer additional supports and resources to help individuals build economic stability.

In addition to emergency shelter services, A New Leaf has extensive experience operating programs that support individuals and families transitioning from homelessness or to prevent homelessness, including Rapid Re-Housing, Family Stability Services, and Tenant Based Rental Assistance.

A New Leaf has developed a strong infrastructure and fiscal management approach, successfully managing a $40 million annual organizational budget including several subsidiary organizations. Programs are supported by diverse funding sources including federal, state, county, city, corporate, foundation, and individual contributions. A New Leaf's Chief Finance Officer oversees the organization's financial accounting controls including the Contracts and Grants Department, Payroll, Benefits, Accounts Payable, and Accounts Receivable. A New Leaf's CEO and Board members review financial statements at monthly Board meetings. Programs are also supported by 2,800 community volunteers each year, contributing roughly 13,000 hours of time.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 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 eight Arizona Governor's Office of Highway Safety (GOHS) grants and amending the FY2022 budget by moving budget authority of $207,200 from General Contingency to Projects G31265, G31275, G31314, G31324, G31356, G31393, G31412, and G31266 for the purpose of reimbursement for impaired driving enforcement overtime, capital outlay equipment, materials and supplies; Resolution #2021-156.

Motion:
I move to approve Resolution #2021-156.

Background:
The City of Surprise Police Department applied for FFY2022 grant funding from the Arizona Governor's Office of Highway Safety (AZGOHS), and was awarded the following eight (8) grants totaling $207,171: 1) Accident Investigation Materials and Supplies; 2) DUI Enforcement OT; 3) Know Your Limit OT; 4) Motorcycle Safety Awareness OT; 5) Occupant Protection Enforcement OT; 6) Pedestrian and Bicycle Safety Enforcement OT, Materials and Equipment; 7) Selective Traffic Enforcement (STEP) OT and 8) DUI/Impaired Driving and STEP related Equipment (Capital Outlay). The grant funds will support expenses for personnel overtime, materials and supplies, and a police DUI vehicle.

Objective Analysis:
Acceptance of these eight grants will produce many positive impacts. DUI driving will be prosecuted and discouraged by traffic task force operations and awareness programs and will support improved enforcement of impaired driving, speeding, distracted driving, bicycle and pedestrian safety, seat belt usage, child safety seat usage, motorcycle safety, and citizen education regarding these matters. 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:
These grants are consistent with the City's practice of discouraging DUIs and successfully discovering and prosecuting DUIs. They are also consistent with the City educating the public about safe driving practices and then taking steps to implement and encourage safe driving practices.

Financial Impact:

These eight (8) one-time grant awards provide $125,000 in overtime for DUI/Impaired driving, speeding, and distracted driving enforcement throughout the City of Surprise; $17,171 for accident investigation cables, bicycle helmets, car seats, and materials and supplies, and $65,000 for a DUI enforcement vehicle. There is no City match requirement; however, all employee related expenses (ERE) associated with overtime will be absorbed by the Police Department's current operating budget.

Budget Impact:

The FY2022 adopted budget did not include appropriations for revenue and expenses related to these eight grants awarded to the Police Department. Acceptance of the grants will require a reallocation of $207,200 from Contingency within the Grants Fund as follows: $25,000 will be reallocated to Project G31265, $12,200 to Project G31275, $25,000 to Project G31314, $23,000 to Project G31324, $26,500 to Project 31356, $28,000 to Project G31393, $2,471 to Project G31412, and $65,000 to Project 31266. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. 2022-II-005
2. 2022-MC-003
3. 2022-OP-014
4. 2022-PS-010
5. 2022-PTS-065
6. 2022-405d-046
7. 2022-405d-047 (Vehicle)
8. 2022-AI-010
9. Award Letter 23
10. Resolution 2021-156 - 8 GOHS Grants (final)

DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña t
Surprise Police Department
14250 West Statler Plaza, Suite 103
Surprise, Arizona 85374

PROJECT REFERENCE:
Contract Number: 2022-II-005
Total Estimated Costs: $25,000.00
Purpose of Project: DUI/Impaired Driving Enforcement

Dear Chief Piña:

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 22);
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: 69A3752230000405dAZM	**Assistance Listings: 20.616**
1.	**APPLICANT AGENCY** Surprise Police Department	**GOHS CONTRACT NUMBER:** **2022-II-005**
	ADDRESS 14250 W. Statler Plaza Ste. 103, Surprise, AZ 85374	**PROGRAM AREA:** **405d**
2.	**GOVERNMENTAL UNIT** City of Surprise	**AGENCY CONTACT:** Severin Hall
	ADDRESS 16000 N. Civic Center Plaza, Surprise, AZ 85374	**3. PROJECT TITLE:** DUI/Impaired Driving Enforcement
4.	**GUIDELINES:** 405d	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405d funds will support Personnel Services (Overtime) to enhance DUI/Impaired Driving Enforcement throughout the City of Surprise.

	6. BUDGET COST CATEGORY	**Project Period FFY 2022**
I.	**Personnel Services**	$25,000.00
II.	**Employee Related Expenses (0.00%)**	$0.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$25,000.00**

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: $25,000.00

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:

Number of sworn officers: 160

Total Population in city/town or county: 140,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2019	2018	2017
Total Crashes	2287	2054	1951
Total Injury Crashes	236	34	251
Total Fatal Crashes	3	4	5
Total Impaired-related Crashes	47	24	13
Total Impaired-related Serious Injuries	1	1	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	274	323	346
Total Speed-related Serious Injuries	16	15	23
Total Speed-related Fatalities	2	0	0

The data above represents: County ☐ City/Town ☑

Agency Problem/Attempts to Solve Problem:

The Surprise Police Department is responsible for patrolling approximately 748 miles of roadway. The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions thought strategic, intensive enforcement, community education, the use of improved technology and equipment, and training.

With the increase in population, its city has seen a growth in the alcohol serving establishment industry, to include: bars, restaurants, movie theaters, spring training and minor league baseball facility, bowling alley/night club, golf courses/clubhouses, etc. The growth of the industry has increased opportunities for drivers to consume alcohol prior to driving. Similarly to the growth of its alcohol serving establishments, the legalization of medical marijuana has sprouted several medical marijuana dispensaries in the City of Surprise. The increased access to the impairing drug has increased the likelihood a driver will operate a motor vehicle while impaired by marijuana. The need to be intensively patrolling the streets for alcohol impaired drivers has never been greater. Equally as important are the efforts to engage and educate the community on the dangers of impaired driving.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime) to enhance DUI/Impaired Driving Enforcement throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Impaired Driving (AL) program to continue its commitment to the West Valley DUI Task Force.

PROJECT MEASURES:

Agency Goals:

To decrease the number of impaired driving-related crashes 10% from 47 during calendar year 2020 to 43 by December 31, 2022.

To decrease fatalities in impaired driving-related crashes 100% from 1 in calendar year 2020 to 0 by December 31, 2022.

To decrease injuries in impaired driving-related crashes 100 % from 0 in calendar year 2020 to 0 by December 31, 2022.

Contract Objectives:

To participate in a minimum of 3 DUI saturation patrols per quarter during FFY 2022.

To participate in a minimum of 5 DUI task force operations per quarter during FFY 2022.

Additional Contract Objectives:

1. Host a know your limit event during each Spring Training Baseball game at the Surprise Stadium.

2. Host 1 Know Your Limit event each quarter in the City of Surprise.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime) to enhance DUI/Impaired Driving Enforcement 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**. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.**

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, 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 Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

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.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

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

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

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 Police 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:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police 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)	$25,000.00
II.	Employee Related Expenses (ERE) (0.00%)	$0.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$25,000.00**

*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 Police Department shall absorb any and all expenditures in excess of $25,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

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 Prinicples, and Audit Requirements for Federal Award*s:

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 2l 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:	***Signature of Authorized Official of Governmental Unit:***
Benny Piña, Chief Surprise Police Department	Michael Frazier, City Manager City of Surprise
_____	_____
Date Telephone	Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405d, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$25,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

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

Approval Date

DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 West Statler Plaza, Suite 103
Surprise, Arizona 85374

PROJECT REFERENCE:
Contract Number: 2022-MC-003
Total Estimated Costs: $28,000.00
Purpose of Project: Motorcycle Safety, and Related Materials and Supplies (Safety Cones)

Dear Chief Piña:

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 22);
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 Police Department	**GOHS CONTRACT NUMBER:** **2022-MC-003**
	ADDRESS 14250 W. Statler Plaza Ste. 103, Surprise, AZ 85374	**PROGRAM AREA:** **402-MC**
2.	**GOVERNMENTAL UNIT** City of Surprise	**AGENCY CONTACT:** Severin Hall
	ADDRESS 16000 N. Civic Center Plaza, Surprise, AZ 85374	**3. PROJECT TITLE:** Motorcycle Safety, and Related Materials and Supplies (Safety Cones)
4.	**GUIDELINES:** 402–Motorcycle Safety (MC)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Safety Cones to enhance Motorcycle Safety throughout the City of Surprise.

6.	**BUDGET COST CATEGORY**	**Project Period FFY 2022**
I.	**Personnel Services**	$25,000.00
II.	**Employee Related Expenses (0.00%)**	$0.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$3,000.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$28,000.00**

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: $28,000.00

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:

Number of sworn officers: 160

Total Population in city/town or county: 140,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2019	2018	2017
Total Crashes	2287	2054	1951
Total Injury Crashes	236	34	251
Total Fatal Crashes	3	4	5
Total Impaired-related Crashes	47	24	13
Total Impaired-related Serious Injuries	1	1	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	274	323	346
Total Speed-related Serious Injuries	16	15	23
Total Speed-related Fatalities	2	0	0

The data above represents: County ☐ City/Town ☑

Agency Problem/Attempts to Solve Problem:

The City of Surprise is located in the far northwest of the Phoenix Metropolitan area. They are a growing community where families choose to live, send their children to school, do their shopping, and seek their entertainment. The population has skyrocketed above 140,000. The City of Surprise is home to four high schools which consistently add young and inexperienced drivers to its roadways. They are also home to the fourth largest 65+ population in the nation (per-capita) which creates a challenging dynamic when attempting to address specific causes of collisions.

In total, the Surprise Police Department is responsible for patrolling approximately 748 miles of roadway. The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions thought strategic, intensive enforcement, community education, the use of improved technology and equipment, and training.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Safety Cones to enhance Motorcycle Safety throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Police Traffic Services (PTS) program to enforce traffic safety laws with the greatest impact on motorcycle safety and to host a Motorcycle Rodeo Event within the City of Surprise. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing aggressive drivers from the roadway and ensuring traffic law compliance through highly effective enforcement and by educating/training motorcycle riders within the City.

PROJECT MEASURES:

Agency Goals:

To decrease the number of speeding-related crashes 5% from 274 during calendar year 2020 to 261 by December 31, 2022.

To decrease fatalities in speeding-related crashes 10% from 16 in calendar year 2020 to 14 by December 31, 2022.

To decrease serious injuries in speeding-related crashes 50% from 2 in calendar year 2020 to 1 by December 31, 2022.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 10% from 2,316 during Calendar Year 2020 to 2,547 during FFY 2022.

Conduct targeted speed enforcement efforts a minimum of 1 times per month during FFY 2022.

Additional Contract Objectives:

1. Host 2 Basic Motorcycle Operation Courses for citizens during FFY 2022.

2. Release a motorcycle safety related social media message each quarter during FFY 2022.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Safety Cones to enhance Motorcycle Safety throughout the City of Surprise.

Expenditures of funding pertaining to Motorcycle Safety including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Motorcycle Safety Program goals provided by the Arizona Governor's Office of Highway Safety. The Motorcycle Safety Program goals include increasing public awareness using campaigns focused on motorcyclist behavior, providing information for the driving public, and enhanced enforcement to remind the public to watch for, and be careful around motorcycles 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 Motorcycle Safety Awareness in terms of money, criminal, and human consequences.**

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, 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 Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Motorcycle Safety Awareness Activities

Materials and Supplies - To purchase/procure the following Materials and Supplies for Motorcycle Safety Awareness Activities: Safety Cones

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 Police 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:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police 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)	$25,000.00
II.	Employee Related Expenses (ERE) (0.00%)	$0.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies **Safety Cones**	$3,000.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$28,000.00**

*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 Police Department shall absorb any and all expenditures in excess of $28,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

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 Prinicples, and Audit Requirements for Federal Award*s:

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 2l 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:	***Signature of Authorized Official of Governmental Unit:***
Benny Piña, Chief Surprise Police Department	Michael Frazier, City Manager City of Surprise
_____	_____
_____	_____
Date Telephone	Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-MC, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$28,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

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

Approval Date

DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 West Statler Plaza, Suite 103
Surprise, Arizona 85374

PROJECT REFERENCE:
Contract Number: 2022-OP-014
Total Estimated Costs: $26,500.00
Purpose of Project: Occupant Protection Enforcement, and Related Materials and Supplies (Car seats, Annual Recerts, Supplies)

Dear Chief Piña:

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 22);
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 Police Department	**GOHS CONTRACT NUMBER:** **2022-OP-014**
	ADDRESS 14250 W. Statler Plaza Ste. 103, Surprise, AZ 85374	**PROGRAM AREA:** **402-OP**
2.	**GOVERNMENTAL UNIT** City of Surprise	**AGENCY CONTACT:** Severin Hall
	ADDRESS 16000 N. Civic Center Plaza, Surprise, AZ 85374	**3. PROJECT TITLE:** Occupant Protection Enforcement, and Related Materials and Supplies (Car seats, Annual Recerts, Supplies)
4.	**GUIDELINES:** 402–Occupant Protection (OP)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Car seats, Annual Recerts, Supplies to enhance Occupant Protection Enforcement throughout the City of Surprise.

	6. BUDGET COST CATEGORY	**Project Period FFY 2022**
I.	**Personnel Services**	$20,000.00
II.	**Employee Related Expenses (0.00%)**	$0.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$6,500.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$26,500.00**

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: $26,500.00

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:

Number of sworn officers: 160

Total Population in city/town or county: 140,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2019	2018	2017
Total Crashes	1716	2054	1951
Total Serious Injury Crashes	28	34	251
Total Fatal Crashes	5	4	5
Total Unrestrained Occupant Crashes	27	43	35
Total Unrestrained Serious Injuries	5	1	8
Total Unrestrained Occupant Fatalities	1	0	1

The data above represents: County ☐ City/Town ☑

Agency Problem/Attempts to Solve Problem:

The Surprise Police Department is responsible for patrolling approximately 748 miles of roadway. The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions thought strategic, intensive enforcement, community education, the use of improved technology and equipment, and training.

To bring awareness to this issue and to create a culture of safe driving, they have begun a "Drive Wise, Surprise" campaign. In addition to street signs, the campaign includes community and media engagement, social media messaging, ads, public service announcements and various other marketing tools. One of those marketing tools has been the joint Surprise Police/Fire Car Seat installation Clinics. Currently, they host three clinics a month, reoccurring on the 1st and 3rd Tuesday and 3rd Saturday every month. The clinics are held out of a Surprise Fire Station 303 and are primarily staffed with Surprise Police Department Citizen's Patrol staff (volunteer). With the support of GOHS, they are now hosting Car Seat Clinics throughout the City at its Traffic Safety Events.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Car seats, Annual recerts, Supplies to enhance Occupant Protection Enforcement throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Occupant Protection (OP) program to continue its commitment to child passenger safety through hosting Car Seat Installation Clinics and enforcing occupant protection laws. The granted funding will be used to further the mission of GOHS and the Surprise Police Department by supporting the overtime expenditures used for educating citizens and department personnel on the proper installation of child safety seats and enforcing occupant protection laws.

PROJECT MEASURES:

Agency Goals:

To decrease unrestrained occupant fatalities 100% from 2 in calendar year 2020 to 0 by December 31, 2022.

To decrease unrestrained occupant serious injuries 50% from 5 in calendar year 2020 to 2 by December 31, 2022.

Contract Objectives:

To increase seatbelt citations 10 % from 70 during calendar year 2020 to 77 during FFY 2022.

To increase child safety seat citations 10 % from 6 during calendar year 2020 to 4 during FFY 2022.

Conduct/participate in 9 occupant restraint outreach/educational events each quarter during FFY 2022.

Additional Contract Objectives:

1. Host 1 occupant restraint outreach/educational event somewhere other than Fire Station 303 each quarter during FFY 2022. Certify 2 additional department members as child passenger safety technician

2. Certify 2 additional department members as child passenger safety technicians. Release a social media occupant restraint related message each quarter during FFY 2022.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Car seats, Annual recerts, Supplies to enhance Occupant Protection Enforcement 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.**

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, 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 Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Occupant Protection Enforcement Activities

Materials and Supplies - To purchase/procure the following Materials and Supplies for Occupant Protection Enforcement Activities: Car seats, Annual Recerts, Supplies

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 Police 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:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police 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)	$20,000.00
II.	Employee Related Expenses (ERE) (0.00%)	$0.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies **Car seats, Annual Recerts, Supplies**	$6,500.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$26,500.00**

*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 Police Department shall absorb any and all expenditures in excess of $26,500.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

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 Prinicples, and Audit Requirements for Federal Award*s:

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 2l 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:	***Signature of Authorized Official of Governmental Unit:***
Benny Piña, Chief Surprise Police Department	Michael Frazier, City Manager City of Surprise
_____	_____
_____	_____
Date Telephone	Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-OP, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$26,500.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

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

Approval Date

DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 West Statler Plaza, Suite 103
Surprise, Arizona 85374

PROJECT REFERENCE:
Contract Number: 2022-PS-010
Total Estimated Costs: $23,000.00
Purpose of Project: Pedestrian & Bicycle Safety Enforcement, and Related Materials and Supplies (Bike helmets)

Dear Chif Piña:

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 22);
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 Police Department	**GOHS CONTRACT NUMBER:** **2022-PS-010**
	ADDRESS 14250 W. Statler Plaza Ste. 103, Surprise, AZ 85374	**PROGRAM AREA:** **402-PS**
2.	**GOVERNMENTAL UNIT** City of Surprise	**AGENCY CONTACT:** Severin Hall
	ADDRESS 16000 N. Civic Center Plaza, Surprise, AZ 85374	**3. PROJECT TITLE:** Pedestrian & Bicycle Safety Enforcement, and Related Materials and Supplies (Bike helmets)
4.	**GUIDELINES:** 402–Pedestrian & Bicycle Safety (PS)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Bike helmets to enhance Pedestrian & Bicycle Safety Enforcement throughout the City of Surprise.

6.	**BUDGET COST CATEGORY**	**Project Period FFY 2022**
I.	**Personnel Services**	$20,000.00
II.	**Employee Related Expenses (0.00%)**	$0.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$3,000.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$23,000.00**

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: $23,000.00

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:

Number of sworn officers: 160

Total Population in city/town or county: 140,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2019	2018	2017
Total Crashes	2287	2054	1951
Total Injury Crashes	236	34	239
Total Fatal Crashes	3	4	3
Total Pedestrian-related Crashes	7	10	4
Total Pedestrian-related Serious Injuries	3	2	3
Total Pedestrian-related Fatalities	1	2	0
Total Bicycle-related Crashes	12	14	9
Total Bicycle-related Serious Injuries	1	2	3
Total Bicycle-related Fatalities	1	0	0

The data above represents: County ☐ City/Town ☑

Agency Problem/Attempts to Solve Problem:

The Surprise Police Department is responsible for patrolling approximately 748 miles of roadway. The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions thought strategic, intensive enforcement, community education, the use of improved technology and equipment, and training.

The City of Surprise is home to 23+ grade schools, all of which create a significant volume of pedestrian and bicycle traffic. As mentioned above, they are also home to the fourth largest 65+ population in the nation (per-capita), whom also significantly increase its volume of pedestrian and bicycle traffic. The pedestrian and bicycle traffic volume will also be effected by the welcoming of Ottawa University into the city, a university which anticipates 10,000 residential students within the next 10 years. A great opportunity exists for the Surprise Police Department to reach out to the community and positively impact the safety of pedestrians through education and enforcement.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Bike helmets to enhance Pedestrian & Bicycle Safety Enforcement throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Pedestrian and Bicycle Safety (PS) program to continue the commitment to increasing safety awareness and skills. The granted funding will support the purchase of equipment and overtime expenditures used when hosting bicycle rodeos within the City and aiding neighboring cities with their rodeos.

PROJECT MEASURES:

Agency Goals:

To decrease fatalities in pedestrian traffic-related fatalities 50% from 4 in calendar year 2020 to 2 by December 31, 2022.

To decrease the number of pedestrian traffic-related serious injuries 25% from 15 in calendar year 2020 to 11 by December 31, 2022.

Contract Objectives:

Conduct/participate in 1 outreach/educational bicycle and pedestrian safety events each quarter during FFY 2022.

Additional Contract Objectives:

1. Conduct targeted pedestrian and bicycle traffic law enforcement efforts a minimum of 1 time per quarter during the FFY 2021.

2. Release a pedestrian and bicycle safety related social media/press release message each quarter during FFY 2021.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Bike helmets to enhance Pedestrian & Bicycle Safety Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to the PS/Pedestrian and Bicyclist Safety Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Pedestrian and Bicyclist Safety Program goals provided by the Arizona Governor's Office of Highway Safety. The Pedestrian and Bicyclist Safety Program goal is to reduce the incidences of pedestrian and bicyclist fatalities and injuries on roadways and in School Zones through enforcement, education, and public awareness 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 Pedestrian/Bicyclist Safety in terms of money, criminal, and human consequences.**

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, 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 Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Pedestrian/Bicyclist Safety Enforcement Activities

Materials and Supplies - To purchase/procure the following Materials and Supplies for Pedestrian/Bicyclist Safety Enforcement Activities: Bike helmets

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 Police 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:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police 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)	$20,000.00
II.	Employee Related Expenses (ERE) (0.00%)	$0.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies **Bike helmets**	$3,000.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$23,000.00**

*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 Police Department shall absorb any and all expenditures in excess of $23,000.00.

2022 Pedestrian / Bicycle 405h Grant	
Quarterly Report Enforcement Data Addendum	
Agency Name:	
Contract #:	
Quarter: (1 - 4)	
Description	Activity
Pedestrian Contacts	
Citations	
Warnings	
Total Pedestrian Contacts	
Bicyclist Contacts	
Citations	
Warnings	
Total Bicyclist Contacts	
Vehicle Contacts	
Pedestrian-related Traffic Stops	
Pedestrian-related Traffic Citations	
Pedestrian-related Traffic Warnings	
Bicyclist-related Traffic Stops	
Bicyclist-related Traffic Citations	
Bicyclist-related Traffic Warnings	
Total Vehicle Contacts	
Other Activities	
Back to School Deployments	
Other Deployments	
Bicycle Rodeos	
Educational Materials Distributed	
Presentations or Educational Meetings	
Task Force Events	
Education through Social Media	
Collaboration with Local Advocacy Groups	
Other: (add below)	

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 Prinicples, and Audit Requirements for Federal Award*s:

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 2l 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:	***Signature of Authorized Official of Governmental Unit:***
Benny Piña, Chief Surprise Police Department	Michael Frazier, City Manager City of Surprise
_____	_____
_____	_____
Date Telephone	Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PS, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$23,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

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

Approval Date

DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 West Statler Plaza, Suite 103
Surprise, Arizona 85374

PROJECT REFERENCE:
Contract Number: 2022-PTS-065
Total Estimated Costs: $25,000.00
Purpose of Project: STEP Enforcement Overtime

Dear Chief Piña:

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 22);
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 Police Department	**GOHS CONTRACT NUMBER:** **2022-PTS-065**
	ADDRESS 14250 W. Statler Plaza Ste. 103, Surprise, AZ 85374	**PROGRAM AREA:** **402-PTS**
2.	**GOVERNMENTAL UNIT** City of Surprise	**AGENCY CONTACT:** Severin Hall
	ADDRESS 16000 N. Civic Center Plaza, Surprise, AZ 85374	**3. PROJECT TITLE:** STEP Enforcement
4.	**GUIDELINES:** 402–Police Traffic Services (PTS)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime) to enhance STEP Enforcement throughout the City of Surprise.

6.	**BUDGET COST CATEGORY**	**Project Period FFY 2022**
I.	**Personnel Services**	$25,000.00
II.	**Employee Related Expenses (0.00%)**	$0.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$25,000.00**

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: $25,000.00

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:

Number of sworn officers: 160

Total Population in city/town or county: 140,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2019	2018	2017
Total Crashes	2287	2054	1951
Total Injury Crashes	236	34	251
Total Fatal Crashes	3	4	5
Total Impaired-related Crashes	47	24	13
Total Impaired-related Serious Injuries	1	1	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	274	323	346
Total Speed-related Serious Injuries	16	15	23
Total Speed-related Fatalities	2	0	0

The data above represents: County ☐ City/Town ☑

Agency Problem/Attempts to Solve Problem:

As a result of the population increase, the City has seen a consistent increase in the number of traffic collisions occurring every year. The majority of collisions within the City can be attributed to speed and inattention. To bring awareness to this issue and to create a culture of safe driving, they have begun a "Drive Wise, Surprise" campaign. In addition to street signs, the campaign includes community and media engagement, social media messaging, ads, public service announcements and various other marketing tools. However, brining awareness to the issue alone will not create the culture of safe driving they are pursuing. An increase in intensive enforcement must exist.

The City of Surprise was one of the first municipalities in Arizona to put pass a Distracted Driving Ordinance. They, at the Surprise PD, made distracted driving an emphasis for the enforcement and continue to do so with the new state statute. They have found the use of unmarked vehicles are the most effective tool in enforcing the Distracted Driving Law.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime) to enhance STEP Enforcement throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Police Traffic Services (PTS) program to enforce speed, aggressive driving, and distracted driving within the City of Surprise. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing aggressive drivers from the roadway and ensuring traffic law compliance through highly effective enforcement.

PROJECT MEASURES:

Agency Goals:

To decrease the number of speeding-related crashes 5% from 274 during calendar year 2020 to 261 by December 31, 2022.

To decrease fatalities in speeding-related crashes 10% from 16 in calendar year 2020 to 14 by December 31, 2022.

To decrease serious injuries in speeding-related crashes 50% from 2 in calendar year 2020 to 1 by December 31, 2022.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 10% from 2,316 during Calendar Year 2020 to 2,547 during FFY 2022.

Conduct targeted speed enforcement efforts a minimum of 1 times per month during FFY 2022.

Additional Contract Objectives:

1. To increase the total contacts (Traffic Stops) 15% from 11,944 during calendar year 2020 to 13735 during FFY 2022.

2. To increase the number of other citations (except speed) 15% from 2343 during calendar year 2020 to 2700 during FFY 2022.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime) to enhance STEP Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness 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 Speeding in terms of money, criminal, and human consequences.**

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, 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 Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

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.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

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 Police 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:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police 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)	$25,000.00
II.	Employee Related Expenses (ERE) (0.00%)	$0.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$25,000.00**

*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 Police Department shall absorb any and all expenditures in excess of $25,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

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 Prinicples, and Audit Requirements for Federal Award*s:

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 2l 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:	***Signature of Authorized Official of Governmental Unit:***
Benny Piña, Chief Surprise Police Department	Michael Frazier, City Manager City of Surprise
_____	_____
Date Telephone	Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PTS, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$25,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

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

Approval Date

DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 West Statler Plaza, Suite 103
Surprise, Arizona 85374

PROJECT REFERENCE:
Contract Number: 2022-405d-046
Total Estimated Costs: $12,200.00
Purpose of Project: Know Your Limit, and Education Related Materials and Supplies (Flyers & brochures, PBT tubes)

Dear Chief Piña:

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 22);
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: 69A3752230000405dAZM	**Assistance Listings: 20.616**
1.	**APPLICANT AGENCY** Surprise Police Department	**GOHS CONTRACT NUMBER:** **2022-405d-046**
	ADDRESS 14250 W. Statler Plaza Ste. 103, Surprise, AZ 85374	**PROGRAM AREA:** **405d**
2.	**GOVERNMENTAL UNIT** City of Surprise	**AGENCY CONTACT:** Severin Hall
	ADDRESS 16000 N. Civic Center Plaza, Surprise, AZ 85374	**3. PROJECT TITLE:** Know Your Limit, and Education Related Materials and Supplies (Flyers & brochures, PBT tubes)
4.	**GUIDELINES:** 405d	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405d funds will support Personnel Services (Overtime), and Materials and Supplies: Flyers & brochures, PBT tubes to enhance Know Your Limit Education throughout the City of Surprise.

	6. BUDGET COST CATEGORY	**Project Period FFY 2022**
I.	**Personnel Services**	$10,000.00
II.	**Employee Related Expenses (0.00%)**	$0.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$2,200.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$12,200.00**

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: $12,200.00

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:

Number of sworn officers: 160

Total Population in city/town or county: 140,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2019	2018	2017
Total Crashes	2287	2054	1951
Total Injury Crashes	236	34	251
Total Fatal Crashes	3	4	5
Total Impaired-related Crashes	47	24	13
Total Impaired-related Serious Injuries	1	1	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	274	323	346
Total Speed-related Serious Injuries	16	15	23
Total Speed-related Fatalities	2	0	0

The data above represents: County ☐ City/Town ☑

Agency Problem/Attempts to Solve Problem:

The Surprise Police Department is responsible for patrolling approximately 748 miles of roadway. The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions thought strategic, intensive enforcement, community education, the use of improved technology and equipment, and training.

With the increase in population, its city has seen a growth in the alcohol serving establishment industry, to include: bars, restaurants, movie theaters, spring training and minor league baseball facility, bowling alley/night club, golf courses/clubhouses, etc. The growth of the industry has increased opportunities for drivers to consume alcohol prior to driving. Similarly to the growth of its alcohol serving establishments, the legalization of medical marijuana has sprouted several medical marijuana dispensaries in the City of Surprise. The increased access to the impairing drug has increased the likelihood a driver will operate a motor vehicle while impaired by marijuana. The need to be intensively patrolling the streets for alcohol impaired drivers has never been greater. Equally as important are the efforts to engage and educate the community on the dangers of impaired driving.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime), and Materials and Supplies: Flyers & brochures, PBT tubes to enhance Know Your Limit Education throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Impaired Driving (AL) program to continue its commitment to the West Valley DUI Task Force.

PROJECT MEASURES:

Agency Goals:

To decrease the number of impaired driving-related crashes 10% from 47 during calendar year 2020 to 43 by December 31, 2022.

To decrease fatalities in impaired driving-related crashes 100% from 1 in calendar year 2020 to 0 by December 31, 2022.

To decrease injuries in impaired driving-related crashes 100 % from 0 in calendar year 2020 to 0 by December 31, 2022.

Contract Objectives:

To participate in a minimum of 3 DUI saturation patrols per quarter during FFY 2022.

To participate in a minimum of 5 DUI task force operations per quarter during FFY 2022.

Additional Contract Objectives:

1. Host a know your limit event during each Spring Training Baseball game at the Surprise Stadium.

2. Host 1 Know Your Limit event each quarter in the City of Surprise.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime), and Materials and Supplies: Flyers & brochures, PBT tubes to enhance Know Your Limit Education 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**. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.**

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, 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 Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Know Your Limit Education Activities

Materials and Supplies - To purchase/procure the following Materials and Supplies for Know Your Limit Education Activities: Flyers & brochures, PBT tubes

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 Police 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:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police 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)	$10,000.00
II.	Employee Related Expenses (ERE) (0.00%)	$0.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies **Flyers & brochures, PBT tubes**	$2,200.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$12,200.00**

*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 Police Department shall absorb any and all expenditures in excess of $12,200.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

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 Prinicples, and Audit Requirements for Federal Award*s:

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 2l 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:	***Signature of Authorized Official of Governmental Unit:***
Benny Piña, Chief Surprise Police Department	Michael Frazier, City Manager City of Surprise
_____	_____
Date Telephone	Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405d, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$12,200.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

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

Approval Date

DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 West Statler Plaza, Suite 103
Surprise, Arizona 85374

PROJECT REFERENCE:
Contract Number: 2022-405d-047
Total Estimated Costs: $65,000.00
Purpose of Project: DUI/Impaired Driving and STEP Enforcement Related Equipment (One (1) Police Package Vehicle)

Dear Chief Piña:

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 24);
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: 69A3752230000405dAZM **Assistance Listings: 20.616, 20.600**
FAIN: 69A37522300004020AZ0

1.	**APPLICANT AGENCY** Surprise Police Department	**GOHS CONTRACT NUMBER:** **2022-405d-047**
	ADDRESS 14250 W. Statler Plaza Ste. 103, Surprise, AZ 85374	**PROGRAM AREA:** **405d, 402-PTS**
2.	**GOVERNMENTAL UNIT** City of Surprise	**AGENCY CONTACT:** Severin Hall
	ADDRESS 16000 N. Civic Center Plaza, Surprise, AZ 85374	**3. PROJECT TITLE:** DUI/Impaired Driving and STEP Enforcement Related Equipment (One (1) Police Package Vehicle)
4.	**GUIDELINES:** 405d, 402-Police Traffic Services (PTS)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405d funds will support Capital Outlay: One (1) Police Package Vehicle to enhance DUI/Impaired Driving and STEP Enforcement throughout the City of Surprise. The total amount funding for this contract will include 60% GOHS 405d funds and 40% GOHS 402 funds.

6.	**BUDGET** **COST CATEGORY**	**Project Period** **FFY 2022**
I.	**Personnel Services**	$0.00
II.	**Employee Related Expenses**	$0.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$65,000.00
	TOTAL ESTIMATED COSTS	**$65,000.00**

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: $65,000.00

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:

Number of sworn officers: 160

Total Population in city/town or county: 140,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2019	2018	2017
Total Crashes	2287	2054	1951
Total Injury Crashes	236	34	251
Total Fatal Crashes	3	4	5
Total Impaired-related Crashes	47	24	13
Total Impaired-related Serious Injuries	1	1	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	274	323	346
Total Speed-related Serious Injuries	16	15	23
Total Speed-related Fatalities	2	0	0

The data above represents: County ☐ City/Town ☑

Agency Problem/Attempts to Solve Problem:

The City of Surprise is located in the far northwest of the Phoenix Metropolitan area. They are a growing community where families choose to live, send their children to school, do their shopping, and seek their entertainment. The population has skyrocketed above 140,000. The City of Surprise is home to four high schools which consistently add young and inexperienced drivers to its roadways. They are also home to the fourth largest 65+ population in the nation (per-capita) which creates a challenging dynamic when attempting to address specific causes of collisions.

With the increase in population, the city has seen a growth in the alcohol serving establishment industry, to include: bars, restaurants, movie theaters, spring training and minor league baseball facility, bowling alley/night club, golf courses/clubhouses, etc. The growth of the industry has increased opportunities for drivers to consume alcohol prior to driving. Similarly to the growth of the alcohol serving establishments, the legalization of medical marijuana has sprouted several medical marijuana dispensaries in the City of Surprise.

Agency Funding:

Federal 405d funds will support Capital Outlay: One (1) Police Package Vehicle to enhance DUI/Impaired Driving and STEP Enforcement throughout the City of Surprise. The total amount funding for this contract will include 60% GOHS 405d funds and 40% GOHS 402 funds.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Impaired Driving (AL) program to continue the commitment to the West Valley DUI Task Force. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing alcohol and drug impaired drivers from the road through highly effective enforcement.

PROJECT MEASURES:

Agency Goals:

To decrease the number of impaired driving-related crashes 10% from 47 during calendar year 2020 to 43 by December 31, 2022.

To decrease fatalities in impaired driving-related crashes 100% from 1 in calendar year 2020 to 0 by December 31, 2022.

To decrease injuries in impaired driving-related crashes 100 % from 0 in calendar year 2020 to 0 by December 31, 2022.

Contract Objectives:

To participate in a minimum of 3 DUI saturation patrols per quarter during FFY 2022.

To participate in a minimum of 5 DUI task force operations per quarter during FFY 2022.

Additional Contract Objectives:

1. Host a know your limit event during each Spring Training Baseball game at the Surprise Stadium.

2. Host 1 Know Your Limit event each quarter in the City of Surprise.

GOALS/OBJECTIVES:

Federal 405d funds will support Capital Outlay: One (1) Police Package Vehicle to enhance DUI/Impaired Driving and STEP Enforcement throughout the City of Surprise. The total amount funding for this contract will include 60% GOHS 405d funds and 40% GOHS 402 funds.

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**. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.**

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, 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 Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Capital Outlay - To purchase/procure the following Capital Outlay for DUI/Impaired Driving Enforcement Activities: **One (1) Police Package Vehicle**

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.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

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

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:

Police Package Vehicle

Agencies receiving funding for Capital Outlay (major equipment) such as DUI processing vans, marked and unmarked enforcement sedans, and marked enforcement motorcycles shall schedule a press conference acknowledging the grant award from the Governor's Office of Highway Safety. The purpose of this press conference is for the Agency to present the equipment to their community.

The Surprise Police Department shall immediately notify GOHS if any equipment purchased under this Contract ceases to be used in the manner described in this Contract. In such event, the Surprise Police Department further agrees to dispose of this equipment using the Surprise Police Department's, city, town, or county ordinance, code, or rule regarding disposal of equipment.

In the absence of an ordinance, code, or rule regarding the disposal of the property, the Surprise Police Department may refer to that of the State. The Surprise Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this Contract. The Surprise Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Surprise Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Surprise Police Department shall be responsible for all administrative, maintenance, operational costs, and the costs of any damage relating to the Police Package Vehicle.

Decals:

The Governor's Office of Highway Safety shall provide the Surprise Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this Contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

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 that the procurement procedures conform to applicable Federal and State 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 shall use the State procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR §1300.31, all equipment purchased under this Contract is to be used for the original purpose intended under this Contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes. Neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety shall reserve the right to transfer title of equipment acquired under the Section 405 program to the Federal government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 2 CFR §200.313 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Surprise Police Department shall adequately insure all capital equipment purchased under this Contract for repair or replacement.

SPECIFIC REQUIREMENTS:

POLICE PACKAGE VEHICLES:

Requirements for Police Package Vehicle (Marked and Unmarked):
Equipment included with the vehicle, at a minimum is emergency equipment (lights and siren), police radio system, and may include speed detection device and in-car video system. The make, model, and color of this vehicle may or may not be that which is associated with traditional enforcement vehicles.

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 Police 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:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police 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)	$0.00
II.	Employee Related Expenses (ERE)	$0.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay **One (1) Police Package Vehicle**	$65,000.00
	TOTAL ESTIMATED COSTS	***$65,000.00**

*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 Police Department shall absorb any and all expenditures in excess of $65,000.00.

TABLE RPERESENTS HOW THIS CONTRACT WILL BE FUNDED BY AGANCY/PROGRAM

PROGRAM SOURCE	CFDA	PERCENT OF TOTAL	DOLLAR AMOUNT
GOHS Contribution (405d)	20.616	60%	$39,000.00
GOHS Contribution (402)	20.600	40%	$26,000.00
TOTAL FUNDED		**100%**	**$65,000.00**

Arizona Governor's Office of Highway Safety
Capital Outlay Equipment Record
Equipment $5,000.00 or more

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit

Note: Photographs of all Capital Outlay Equipment must be submitted with form

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 Prinicples, and Audit Requirements for Federal Award*s:

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 2l 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:	***Signature of Authorized Official of Governmental Unit:***
Benny Piña, Chief Surprise Police Department	Michael Frazier, City Manager City of Surprise
_____	_____
Date Telephone	Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §405, §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405d, 402-PTS as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$65,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

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

Approval Date

DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 West Statler Plaza, Suite 103
Surprise, Arizona 85374

PROJECT REFERENCE:
Contract Number: 2022-AI-010
Total Estimated Costs: $2,471.00
Purpose of Project: Accident Investigation Related Materials and Supplies (CDR Cables)

Dear Chief Piña:

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 Police Department	**GOHS CONTRACT NUMBER:** **2022-AI-010**
	ADDRESS 14250 W. Statler Plaza Ste. 103, Surprise, AZ 85374	**PROGRAM AREA:** **402-AI**
2.	**GOVERNMENTAL UNIT** City of Surprise	**AGENCY CONTACT:** Severin Hall
	ADDRESS 16000 N. Civic Center Plaza, Surprise, AZ 85374	**3. PROJECT TITLE:** Accident Investigation Related Materials and Supplies (CDR Cables)
4.	**GUIDELINES:** 402–Accident Investigation (AI)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Materials and Supplies: CDR Cables to enhance Accident Investigation throughout the City of Surprise.

6.	**BUDGET COST CATEGORY**	**Project Period FFY 2022**
I.	**Personnel Services**	$0.00
II.	**Employee Related Expenses**	$0.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$2,471.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$2,471.00**

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: $2,471.00

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:

Number of sworn officers: 160

Total Population in city/town or county: 140,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2019	2018	2017
Total Crashes	1716	2054	1951
Total Serious Injury Crashes	28	34	251
Total Fatal Crashes	5	4	5
Total Traffic Accident Investigations	1716	2054	1951
Total Traffic Serious Injury Investigations	28	34	25
Total Traffic Fatality Investigations	5	4	5

The data above represents: County ☐ City/Town ☑

Agency Problem/Attempts to Solve Problem:

The Surprise Police Department is responsible for patrolling approximately 748 miles of roadway. The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions thought strategic, intensive enforcement, community education, the use of improved technology and equipment, and training.

The Surprise Traffic Unit is responsible for investigating and charging all serious injury and fatal collisions. Also, the Surprise Police Department has partnered with the El Mirage Police Department to provide mutual aid for all serious injury and fatal collisions. In 2016, GOHS granted the Surprise Police Department a Bosch Crash Data Retrieval Tool to improve the collision investigations and aid in the prosecution of vehicular criminal offenses. The tool is need of updated wiring harnesses for the ever evolving world of vehicles so they may continue to accurately reconstruct collisions and help determine causation for the collisions.

Agency Funding:

Federal 402 funds will support Materials and Supplies: CDR Cables to enhance Accident Investigation throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Accident Investigation (AI) program to improve the vehicular crimes investigator's ability to investigate fatality and serious injury collisions. The granted funding will be used to purchase updated crash data retrieval equipment to reconstruct collisions for causation for subsequent criminal prosecution.

PROJECT MEASURES:

Contract Objectives:

1. Retrieve crash data from vehicle a minimum of 8 times during the FFY 2022.
2. Certify an additional officer in the use of the Crash Data Retrieval Tool during FFY2022.
3. Release a traffic safety related message during each quarter of FFY 2022.

GOALS/OBJECTIVES:

Federal 402 funds will support Materials and Supplies: CDR Cables to enhance Accident Investigation throughout the City of Surprise.

Expenditures of funding pertaining to the AI/Accident Investigation Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Accident Investigation Program goals provided by the Arizona Governor's Office of Highway Safety. The Accident Investigation Program goal is to provide training and resources for Vehicular Crimes Units to aide in the investigation and prosecution of fatal traffic 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 Accident Investigations in terms of money, criminal, and human consequences.**

PLEASE NOTE: Failure to submit Statistics, 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 Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Materials and Supplies - To purchase/procure the following Materials and Supplies for Accident Investigations Activities: CDR Cables

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 Police 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:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police 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)	$0.00
II.	Employee Related Expenses (ERE)	$0.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies **CDR Cables**	$2,471.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$2,471.00**

*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 Police Department shall absorb any and all expenditures in excess of $2,471.00.

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 Prinicples, and Audit Requirements for Federal Award*s:

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 2l 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:	***Signature of Authorized Official of Governmental Unit:***
Benny Piña, Chief Surprise Police Department	Michael Frazier, City Manager City of Surprise
_____	_____
_____	_____
Date Telephone	Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-AI, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$2,471.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

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

Approval Date

DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

August 5, 2021

Chief Geoffrey Leggett
Surprise Police Department
14250 West Statler Plaza
Surprise, Arizona 85374

Re: **FFY 2022 GOHS Grant Application**

Contract No.:	Contract Description:	Award Amount:
2022-405d-046	Know Your Limit Awareness Program, Materials & Suppiles	$12,200.00
2022-II-005	DUI Enforcement Overtime	$25,000.00
2022-MC-003	Motorcycle Safety Awareness, Materials & Supplies	$28,000.00
2022-OP-014	OP Enforcement Overtime, Materials & Supplies	$26,500.00
2022-PS-010	Pedestrian & Bicycle Safety Overtime, Materials & Supplies	$23,000.00
2022-PTS-065	STEP Enforcement Overtime	$25,000.00
2022-AI-010	Accident Investigation Materials & Supplies	$2,471.00
2022-405d-047	DUI/STEP Enforcement Equipment	$65,000.00

Dear Chief Leggett:

The Governor's Office of Highway Safety (GOHS) has completed the review of the proposals submitted for funding for Federal Fiscal Year (FFY) 2022 commencing on October 1, 2021. All of the proposals were carefully considered by an evaluation team at GOHS that reviewed agency performance, program priority area, problem identification, supporting fiscal/data documentation, consistency of reporting, and available funding levels.

As a result of this evaluation process, we are able to include your agency's submitted proposal(s) listed above in **Arizona's FFY 2022 Highway Safety Plan**. However, please be aware that your agency's awarded highway safety project(s) may not have been funded at the amount requested and may be subject to change. **Equipment** requests placed **"ON HOLD"** are **under further review and *may not* be funded due to funding constraints**, as we strive to make the best use of federal taxpayers' dollars.

All FFY 2022 grants will begin ***on*** October 1, 2021. If approval from a Town/City Council or Board of Supervisors is required, your agency should begin the process of scheduling the grant award for approval.

The assigned GOHS project coordinator will be contacting you regarding your project(s) and your agency should have the contract(s) soon. **During the interim, do not make any public announcement concerning the grant and do not incur any costs or proceed with any portion of the project until GOHS has written a contract with your agency and it has been signed and executed by both parties.**

We appreciate the time and effort put forth by your agency in submitting its proposal(s). Should any questions and/or concerns arise, please feel free to contact your grant project coordinator at 602-255-3216.

Sincerely,

Alberto Gutier
Director, Governor's Office of Highway Safety

RESOLUTION # 2021-156

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO EIGHT INTERGOVERNMENTAL AGREEMENTS WITH THE STATE OF ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY ACCEPTING GRANT FUNDING AND AMENDING THE FISCAL YEAR 2022 BUDGET BY MOVING BUDGET AUTHORITY OF $207,200 FROM CONTINGENCY WITHIN THE GRANTS FUND TO PROJECTS G31265, G31275, G31314, G31324, G31356, G31393, G31412, AND G31266 FOR OVERTIME, CAPITAL OUTLAY EQUIPMENT, MATERIALS AND SUPPLIES.

WHEREAS, the Arizona Governor's Office of Highway Safety (GOHS) annually awards grants to local agencies to focus upon highway safety, motorcyclist safety and pedestrian and bicyclist safety;

WHEREAS, GOHS has awarded the City of Surprise up to $25,000 for overtime expenses for the Selective Traffic Enforcement Program (STEP) which focuses upon enforcing traffic safety laws to decrease automobile accidents, fatalities and injuries;

WHEREAS, GOHS has also awarded the City of Surprise up to $12,200 for overtime and supply expenses related to participation in the "Know Your Limit" DUI awareness program;

WHEREAS, GOHS has also awarded the City of Surprise up to $26,500 for overtime and supply expenses for the Occupant Protection (OP) Enforcement program;

WHEREAS, GOHS has also awarded the City of Surprise $23,000 for overtime and supply (bicycle helmet) expenses related to participation in the Statewide Pedestrian and Bicyclist Safety Education and Enforcement program with deployments in high priority crash areas and outreach/education efforts relative to pedestrian and bicycle safety;

WHEREAS, GOHS has also awarded the City of Surprise $2,471 for accident investigation crash CDR cables;

WHEREAS, GOHS has also awarded the City of Surprise up to $25,000 for overtime expenses for DUI Enforcement;

WHEREAS, GOHS has also awarded the City of Surprise up to $28,000 for overtime and supply expenses for the Motorcycle Safety Awareness Program;

WHEREAS, GOHS has also awarded the City of Surprise up to $65,000 for the purchase and upfit of one DUI/STEP Enforcement Police vehicle;

WHEREAS, the City of Surprise Police Department desires to accept the awards and this grant funding was not included in the FY2022 budget;

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

WHEREAS, execution of these grants will necessitate a budget amendment; and

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

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

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

Section 2. The Intergovernmental Agreements between the City of Surprise and the Arizona Governor's Office of Highway Safety attached as Exhibits B through H, are 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:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

RESOLUTION # 2021-156
Exhibit A

1. Appropriation - The allocation below represents a movement of budget authority in the amount of $207,171 from contingency within the Grant Funds to FFY22 GOHS Know Your Limit ($12,200), DUI OT ($25,000), Motorcycle Safety ($28,000), OP OT ($26,500), Pedestrian and Bicycle Safety OT ($23,000), STEP OT ($25,000), Accident Investigation ($2,471), DUI/STEP Enforcement Equipment ($65,000) to cover the projected expenditures associated with the equipment and overtime expenses for additional DUI impairment and traffice enforcement, as well as occupant protection enforcement, motorcycle safety education and enforcement, accident investigation, and pedestrian and bike safety enforcement. 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	#G31275 FFY22 GOHS Know Your Limit	E	-	12,200	12,200
Grants	Police	#G31275 FFY22 GOHS Know Your Limit	R	-	12,200	12,200
Grants	Police	#G31265 FFY22 GOHS DUI OT	E	-	25,000	25,000
Grants	Police	#G31265 FFY22 GOHS DUI OT	R	-	25,000	25,000
Grants	Police	#G31393 FFY22 GOHS Motorcycle OT	E	-	28,000	28,000
Grants	Police	#G31393 FFY22 GOHS Motorcycle OT	R	-	28,000	28,000
Grants	Police	#G31356 FFY22 GOHS OP Enforcement OT	E	-	26,500	26,500
Grants	Police	#G31356 FFY22 GOHS OP Enforcement OT	R	-	26,500	26,500
Grants	Police	#G31324 FFY22 GOHS Ped & Bike OT	E	-	23,000	23,000
Grants	Police	#G31324 FFY22 GOHS Ped & Bike OT	R	-	23,000	23,000
Grants	Police	#G31314 FFY22 GOHS STEP OT	E	-	25,000	25,000
Grants	Police	#G31314 FFY22 GOHS STEP OT	R	-	25,000	25,000
Grants	Police	#G31412 FFY22 GOHS AI Equip	E	-	2,500	2,500
Grants	Police	#G31412 FFY22 GOHS AI Equip	R	-	2,500	2,500
Grants	Police	#G31266 FFY22 GOHS DUI/STEP EQUIPMENT	E	-	65,000	65,000
Grants	Police	#G31266 FFY22 GOHS DUI/STEP EQUIPMENT	R	-	65,000	65,000
Grants/Contingency	General Operations	Contingency	E	3,037,800	(207,200)	2,830,600
Grants/Contingency	General Operations	Other	R	3,118,400	(207,200)	2,911,200
			Expense Total	**3,037,800**	**-**	**3,037,800**
			Revenue Total	**3,118,400**	**-**	**3,118,400**

RESOLUTION # 2021 - 156
Exhibit B

INTERGOVERNMENTAL AGREEMENT BETWEEN

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

RESOLUTION # 2021 - 156
Exhibit C

INTERGOVERNMENTAL AGREEMENT BETWEEN

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

RESOLUTION # 2021 - 156
Exhibit D

INTERGOVERNMENTAL AGREEMENT BETWEEN

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

RESOLUTION # 2021 - 156
Exhibit E

INTERGOVERNMENTAL AGREEMENT BETWEEN

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

RESOLUTION # 2021 - 156
Exhibit F

INTERGOVERNMENTAL AGREEMENT BETWEEN

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

RESOLUTION # 2021 - 156
Exhibit G

INTERGOVERNMENTAL AGREEMENT BETWEEN

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

RESOLUTION # 2021 - 156
Exhibit H

INTERGOVERNMENTAL AGREEMENT BETWEEN

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

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 2021

Contact Person: Brenden Espie, ASSISTANT FIRE CHIEF

Submitting Department: Fire - Medical

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the fiscal year 2022 budget by moving budget authority in the amount of $229,500 within the Grants Fund for the acceptance of three grants from the Arizona Department of Homeland Security grant program; Resolution #2021-159.

Motion:

I move to approve Resolution #2020-159.

Background:

For several years, the Surprise Fire-Medical Department (SFMD) has been successful in obtaining grant funding from the Arizona Department of Homeland Security (AZDOHS) to sustain the department's CBRNE (Chemical, Biological, Radiological, Nuclear and Explosives) program, equipment and training needs. The CBRNE program supports the City's hazardous materials apparatus and personnel.

For FY2022, the AZDOHS Urban Area Security Initiative (UASI) program awarded the SFMD $54,471 to sustain the department's CBRNE program and $130,000 to host a Central Region Deployment Training Excercise. In addition, the AZDOHS State Homeland Security Grant Program (SHSGP) awarded SFMD $45,000 to support the department's Metropolitan Medical Response System (MMRS).

Objective Analysis:

Accepting the the UASI and SHSGP funding from AZDOHS will help to ensure the department's equipment is current, fully operational, and members receive valueable training.

Policy Compliant:

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

Financial Impact:

This action will allow for the one-time expenditure of grant funding totaling $229,471 for expenses related to the CBRNE program, training and a storage container. There is no City-match requirement. If additional expenses are incurred, they will be absorbed by the current FY2022 Fire-Medical operating budget.

Budget Impact:

This action will allow for a movement of budget authority within the Grants Fund from contingency to project G34194 in the amount of $54,500, $130,000 to project G34242, and $45,000 to project G34184 for a total of $229,500 to cover expenses associated with the acceptance of three grants from the Arizona Department of Homeland Security. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. FFY21 AZDOHS UASI - CBRNE - Award Letter
2. FFY21 AZDOHS UASI - CRDE - Award Letter
3. FFY21 AZDOHS SHSGP - MMRS - Award Letter
4. Res 2021-159 ADHS Grants
5. FFY21 AZDOHS UASI - CBRNE - Subrecipient Agreement-final
6. FFY21 AZDOHS UASI - CRDE - Subrecipient Agreement-final
7. FFY21 AZDOHS SHSGP - MMRS - Subrecipient Agreement-final

Governor Douglas A. Ducey

State of Arizona
Department of Homeland Security

Director Tim Roemer

September 20, 2021

Fire Chief Tom Abbott
Surprise Fire-Medical Department
14250 W Staler Plaza Suite 101
Surprise, AZ 85374-7473

Subject: FFY 2021 Homeland Security Grant Program Award
Subrecipient Agreement Number: **210820-01**
Project Title: **City of Surprise Fire Medical CBRNE Sustainment**

Dear Fire Chief Tom Abbott,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**City of Surprise Fire Medical CBRNE Sustainment**" has been **partially funded** under the 2021 Urban Area Security Initiative Grant Program for **$54,471**. The grant performance period is ***October 1, 2021 to September 30, 2022***. Your application will be kept on file and may be considered for additional funding if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2021 federal award date as indicated in the U.S. DHS award package is 9/01/2021 with a total amount of funding of $28,366,500.00. The Federal Award Identification Number is EMW-2021-SS-00005-S01.

To access your award documentation:
Log-in to https://azdohs.gov/user. A username and password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance. Be advised all applications submitted on behalf of your organization, as well as associated award information, will be viewable and accessible by all authorized users associated with your organization.

To establish acceptance of the award, please follow these instructions:
The following action items must be downloaded, completed, signed and returned to AZDOHS:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing sections XXXVII and XXXVIII.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2022, this award is rescinded and the funds will be reallocated.**

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2021. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Tim Roemer
Director

September 20, 2021

Fire Chief Tom Abbott
Surprise Fire-Medical Department
14250 W Statler Plaza Suite 101
Surprise, AZ 85374-7473

Subject: FFY 2021 Homeland Security Grant Program Award
Subrecipient Agreement Number: **210820-02**
Project Title: **Central Region Deployment Exercise**

Dear Fire Chief Tom Abbott,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Central Region Deployment Exercise**" has been **fully funded** under the 2021 Urban Area Security Initiative Grant Program for **$130,000**. The grant performance period is ***October 1, 2021 to September 30, 2022***. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2021 federal award date as indicated in the U.S. DHS award package is 9/01/2021 with a total amount of funding of $28,366,500.00. The Federal Award Identification Number is EMW-2021-SS-00005-S01.

To access your award documentation:
Log-in to https://azdohs.gov/user. A username and password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance. Be advised all applications submitted on behalf of your organization, as well as associated award information, will be viewable and accessible by all authorized users associated with your organization.

To establish acceptance of the award, please follow these instructions:
The following action items must be downloaded, completed, signed and returned to AZDOHS:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing sections XXXVII and XXXVIII.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2022, this award is rescinded and the funds will be reallocated.**

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations

and expenditures cannot take place until October 1, 2021. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Tim Roemer
Director

September 20, 2021

Fire Chief Tom Abbott
Surprise Fire-Medical Department
14250 W Statler Plaza Suite 101
Surprise, AZ 85374-7473

Subject: FFY 2021 Homeland Security Grant Program Award
Subrecipient Agreement Number: **210216-01**
Project Title: **Surprise Fire-Medical Department MMRS Sustainment**

Dear Fire Chief Tom Abbott,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Surprise Fire-Medical Department MMRS Sustainment**" has been **fully funded** under the 2021 State Homeland Security Grant Program for **$45,000**. The grant performance period is ***October 1, 2021 to September 30, 2022***. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2021 federal award date as indicated in the U.S. DHS award package is 9/01/2021 with a total amount of funding of $28,366,500.00. The Federal Award Identification Number is EMW-2021-SS-00005-S01.

To access your award documentation:
Log-in to https://azdohs.gov/user. A username and password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance. Be advised all applications submitted on behalf of your organization, as well as associated award information, will be viewable and accessible by all authorized users associated with your organization.

To establish acceptance of the award, please follow these instructions:
The following action items must be downloaded, completed, signed and returned to AZDOHS:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing sections XXXVII and XXXVIII.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2022, this award is rescinded and the funds will be reallocated.**

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations

and expenditures cannot take place until October 1, 2021. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Tim Roemer
Director

RESOLUTION # 2021-159

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO THREE SUBRECIPIENT AGREEMENTS WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY, ACCEPTING THREE GRANTS IN THE AMOUNT OF $229,471, AND AMENDING THE FISCAL YEAR 2022 BUDGET BY MOVING BUDGET AUTHORITY OF $229,500 WITHIN THE GRANTS FUND FROM GRANTS CONTINGENCY TO THREE PROJECTS WITHIN THE GRANTS FUND.

WHEREAS, the State of Arizona Department of Homeland Security has awarded the City of Surprise Fire-Medical Department, a FFY2022 Urban Area Security Initiative grant in the amount of $54,471 for sustainment of the department's Hazardous Materials response vehicle and its associated equipment;

WHEREAS, the State of Arizona Department of Homeland Security has awarded the City of Surprise Fire-Medical Department, a FFY2022 Urban Area Security Initiative Grant Program grant in the amount of $130,000 in support of a FY2022 Central Region Deployment Exercise;

WHEREAS, the State of Arizona Department of Homeland Security has awarded the City of Surprise Fire-Medical Department, a FFY2022 State Homeland Security Grant Program grant in the amount of $45,000 in support of the FY2022 Surprise Fire-Medical Department Metropolitan Medical Response System (MMRS);

WHEREAS, the City desires to accept the grant funding from the Arizona Department of Homeland Security in the above amount totaling $229,471;

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:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

RESOLUTION # 2020-159
Exhibit A

1. Appropriation - The allocation below represents a movement of budget authority in the amount of $54,500 from within the Grants/Contingency Fund to project G34194, $130,000 from within the Grants/Contingency Fund to project G34242, and $45,000 from within the Grants/Contingency Fund to project G34184 to cover expenses associated with the acceptance of three grants from the Arizona Department of Homeland Security. The awarded grants will support the Fire-Medical Department's hazardous materials response program, conduct a training exercise and purchase a storage container for supplies and equipment. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Fire - Medical	#G34194 FFY21 AZDOHS CBRNE	R	-	54,500	54,500
Grants	Fire - Medical	#G34242 FFY21 AZDOHS Deployment	R	-	130,000	130,000
Grants	Fire - Medical	#G34184 FFY21 SHSGP MMRS	R	-	45,000	45,000
Grants/Contingency	General Operations	Other	R	3,118,400	(229,500)	2,888,900
Grants	Fire - Medical	#G34194 FFY21 AZDOHS CBRNE	E	-	54,500	54,500
Grants	Fire - Medical	#G34242 FFY21 AZDOHS Deployment	E	-	130,000	130,000
Grants	Fire - Medical	#G34184 FFY21 SHSGP MMRS	E	-	45,000	45,000
Grants/Contingency	General Operations	Contingency	E	3,037,800	(229,500)	2,808,300
			Expense Total	**3,037,800**	**-**	**3,037,800**
			Revenue Total	**3,118,400**	**-**	**3,118,400**

SUBRECIPIENT AGREEMENT

21-AZDOHS-HSGP-210820-01

Between

The Arizona Department of Homeland Security

And

Surprise Fire-Medical Department (DUNS# 021648936)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Surprise Fire-Medical Department** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. **PURPOSE OF AGREEMENT**
The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. **PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS**
This Agreement shall become effective on **October 1, 2021** and shall terminate on **September 30, 2022**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**
The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"City of Surprise Fire Medical CBRNE Sustainment"** and funded at **$54,471** (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**
The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2021-SS-00005-S01 and CFDA #97.067:

a. Provide up to **$54,471** to the Subrecipient for services provided under Paragraph III.

b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the Subrecipient shall be for only the amount of dollars actually spent by the Subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends $750,000 or more from Federal awards in its previous fiscal year. If the Subrecipient has expended more than $750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.

b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.

c) Subrecipients who do not expend $750,000 or more in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

VII. APPLICABLE STANDARDS AND REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq*.). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website https://www.dol.gov/whd/govcontracts/dbra.htm.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 C.F.R. 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal (Subrecipient) entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. *See* FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic

Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

Consultants/Trainers/Training Providers
Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 C.F.R. 200; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors
The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 C.F.R. 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which may result in litigation related in any way to this Agreement.

Travel Costs
All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of the Subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the Subrecipient. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: https://gao.az.gov/travel.

Procurement
The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: *https://azdohs.gov/grant-program-forms.*

Training and Exercise
The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.

b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

a) P25 (Project 25) standards;
b) SAFECOM Guidance (*see* https://www.dhs.gov/safecom);
c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. 41-4401—immigration laws and E-Verify requirement.

a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214, Subsection A (that subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program”).

b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS’s discretion, up to and including termination of this Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved by AZDOHS, and 2 C.F.R. 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.

b) Nonexpendable Property/Equipment and Capital Assets:

    a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

    b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at *https://azdohs.gov/grant-program-forms.* The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

    a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.

    b. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at *https://azdohs.gov/grant-program-forms.*

f) Equipment Record Retention
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs
The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

a) The Subrecipient agrees that use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

b) The Subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. RESEARCH AND DEVELOPMENT

The Subrecipient agrees and understand that this is award is not for Research and Development.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports
The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at *https://azdohs.gov/grant-program-forms*. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application as approved by AZDOHS. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

d) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

    a. In case of equipment disposition:
    The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.

f) Financial Reimbursements
The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar** days after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 C.F.R. 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags
Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175–175c.

Article G – Universal Identifier and System of Award Management (SAM)
Subrecipient hereby acknowledges and agrees that is must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article J - Trafficking Victims Protection Act of 2000
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

Article K - Terrorist Financing
The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and all U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with all such laws and U.S. Executive Order 13224.

Article L - SAFECOM
The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation
All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170,

Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension
The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities

Article O - Copyright
The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)
The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990
The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 US.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article S - Age Discrimination Act of 1975
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad
The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS
The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances
Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS and/or AZDOHS.

2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.

4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements
The Subrecipient hereby acknowledges and agrees that it must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article X - Patents and Intellectual Property Rights
Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article Z – National Environmental Policy Act
All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AA - Lobbying Prohibitions
The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and additional resources on *http://www.lep.gov*.

Article AC - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 and the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AD - Fly America Act of 1974
The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving
All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AF - Federal Debt Status
The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AG - False Claims Act and Program Fraud Civil Remedies
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AI - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AJ - Duplication of Benefits
Any cost allocable to a particular Federal award, provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AK - Drug-Free Workplace Regulations
The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

Article AL - Civil Rights Act of 1968
The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. Part 100, Sub-part D).

Article AM - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Per 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018):

1. AZDOHS Subrecipients may not use any FEMA funds under open or new awards to:
   a. Procure or obtain any equipment, system, or service that uses "covered telecommunications equipment or services" (as defined in ¶2 of this Article AM) as a substantial or essential component of any system, or as critical technology of any system;
   b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
   c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

2. For purposes of this Article AM "covered telecommunications equipment or services" means:
   a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
   b. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
   c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
   d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

3. FEMA grant funding may be permitted to procure replacement equipment and services impacted by this Article AM. Subrecipients should refer to applicable program guidance or contact the AZDOHS to determine if replacement equipment or services are eligible under the awarded grant program.

Article AN - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall

be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent and ability to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but

not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.

b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met, then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient under this Agreement. The Subrecipient shall be liable to the

AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Subrecipient.

XXXVI. SPECIAL CONDITIONS

a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.

b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs.

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Assistant Fire Chief, Brenden Espie
Enter Title, First & Last Name Above
Surprise Fire-Medical Department
Enter Agency Name Above
14250 W Statler Plaza
Enter Street Address Above
Surprise, AZ 85374
Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Surprise Fire-Medical Department
Enter Agency Name Above

Authorized Signature Above

Tom Abbott, Fire Chief
Print Name & Title Above

10/05/2021
Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Susan Dzbanko, Deputy Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

SUBRECIPIENT AGREEMENT

21-AZDOHS-HSGP-210820-02

Between

The Arizona Department of Homeland Security

And

Surprise Fire-Medical Department (DUNS# 021648936)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Surprise Fire-Medical Department** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. **PURPOSE OF AGREEMENT**
The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. **PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS**
This Agreement shall become effective on **October 1, 2021** and shall terminate on **September 30, 2022**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**
The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"Central Region Deployment Exercise"** and funded at **$130,000** (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**
The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2021-SS-00005-S01 and CFDA #97.067:

a. Provide up to **$130,000** to the Subrecipient for services provided under Paragraph III.

b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the Subrecipient shall be for only the amount of dollars actually spent by the Subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends $750,000 or more from Federal awards in its previous fiscal year. If the Subrecipient has expended more than $750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.

b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.

c) Subrecipients who do not expend $750,000 or more in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

VII. APPLICABLE STANDARDS AND REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq*.). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website https://www.dol.gov/whd/govcontracts/dbra.htm.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 C.F.R. 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal (Subrecipient) entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. *See* FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic

Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

Consultants/Trainers/Training Providers
Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 C.F.R. 200; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors
The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 C.F.R. 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which may result in litigation related in any way to this Agreement.

Travel Costs
All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of the Subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the Subrecipient. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: https://gao.az.gov/travel.

Procurement
The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: *https://azdohs.gov/grant-program-forms.*

Training and Exercise
The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.

b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

a) P25 (Project 25) standards;
b) SAFECOM Guidance (*see* https://www.dhs.gov/safecom);
c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. 41-4401—immigration laws and E-Verify requirement.

a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214, Subsection A (that subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program”).

b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS’s discretion, up to and including termination of this Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control
Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved by AZDOHS, and 2 C.F.R. 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.

b) Nonexpendable Property/Equipment and Capital Assets:

    a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

    b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at *https://azdohs.gov/grant-program-forms.* The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

    a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.

    b. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at *https://azdohs.gov/grant-program-forms.*

f) Equipment Record Retention
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs
The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

a) The Subrecipient agrees that use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

b) The Subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. RESEARCH AND DEVELOPMENT

The Subrecipient agrees and understand that this is award is not for Research and Development.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports
The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at *https://azdohs.gov/grant-program-forms*. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application as approved by AZDOHS. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

d) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

    a. In case of equipment disposition:
    The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.

f) Financial Reimbursements
The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar** days after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 C.F.R. 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags
Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175–175c.

Article G – Universal Identifier and System of Award Management (SAM)
Subrecipient hereby acknowledges and agrees that is must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article J - Trafficking Victims Protection Act of 2000
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

Article K - Terrorist Financing
The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and all U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with all such laws and U.S. Executive Order 13224.

Article L - SAFECOM
The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation
All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170,

Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension
The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities

Article O - Copyright
The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)
The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990
The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 US.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article S - Age Discrimination Act of 1975
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad
The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS
The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances
Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS and/or AZDOHS.

2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.

4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements
The Subrecipient hereby acknowledges and agrees that it must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article X - Patents and Intellectual Property Rights
Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article Z – National Environmental Policy Act
All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AA - Lobbying Prohibitions
The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and additional resources on *http://www.lep.gov*.

Article AC - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 and the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AD - Fly America Act of 1974
The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving
All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AF - Federal Debt Status
The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AG - False Claims Act and Program Fraud Civil Remedies
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AI - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AJ - Duplication of Benefits
Any cost allocable to a particular Federal award, provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AK - Drug-Free Workplace Regulations
The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

Article AL - Civil Rights Act of 1968
The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. Part 100, Sub-part D).

Article AM - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Per 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018):

1. AZDOHS Subrecipients may not use any FEMA funds under open or new awards to:
   a. Procure or obtain any equipment, system, or service that uses "covered telecommunications equipment or services" (as defined in ¶2 of this Article AM) as a substantial or essential component of any system, or as critical technology of any system;
   b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
   c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

2. For purposes of this Article AM "covered telecommunications equipment or services" means:
   a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
   b. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
   c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
   d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

3. FEMA grant funding may be permitted to procure replacement equipment and services impacted by this Article AM. Subrecipients should refer to applicable program guidance or contact the AZDOHS to determine if replacement equipment or services are eligible under the awarded grant program.

Article AN - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall

be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent and ability to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but

not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.

b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met, then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient under this Agreement. The Subrecipient shall be liable to the

AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Subrecipient.

XXXVI. SPECIAL CONDITIONS

a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.

b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs.

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Assistant Fire Chief, Brenden Espie
Enter Title, First & Last Name Above
Surprise Fire-Medical Department
Enter Agency Name Above
14250 W Statler Plaza
Enter Street Address Above
Surprise, AZ 85374
Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Surprise Fire-Medical Department
Enter Agency Name Above

Authorized Signature Above

Tom Abbott, Fire Chief
Print Name & Title Above

10/05/2021
Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Susan Dzbanko, Deputy Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

SUBRECIPIENT AGREEMENT

21-AZDOHS-HSGP-210216-01

Between

The Arizona Department of Homeland Security

And

Surprise Fire-Medical Department (DUNS# 021648936)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Surprise Fire-Medical Department** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. **PURPOSE OF AGREEMENT**
The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. **PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS**
This Agreement shall become effective on **October 1, 2021** and shall terminate on **September 30, 2022**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**
The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"Surprise Fire-Medical Department MMRS Sustainment"** and funded at **$45,000** (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**
The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2021-SS-00005-S01 and CFDA #97.067:

a. Provide up to **$45,000** to the Subrecipient for services provided under Paragraph III.

b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the Subrecipient shall be for only the amount of dollars actually spent by the Subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends $750,000 or more from Federal awards in its previous fiscal year. If the Subrecipient has expended more than $750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.

b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.

c) Subrecipients who do not expend $750,000 or more in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

VII. APPLICABLE STANDARDS AND REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq*.). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website https://www.dol.gov/whd/govcontracts/dbra.htm.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 C.F.R. 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal (Subrecipient) entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. *See* FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic

Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

Consultants/Trainers/Training Providers
Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 C.F.R. 200; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors
The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 C.F.R. 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which may result in litigation related in any way to this Agreement.

Travel Costs
All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of the Subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the Subrecipient. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: https://gao.az.gov/travel.

Procurement
The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: *https://azdohs.gov/grant-program-forms.*

Training and Exercise
The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.

b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

a) P25 (Project 25) standards;
b) SAFECOM Guidance (*see* https://www.dhs.gov/safecom);
c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. 41-4401—immigration laws and E-Verify requirement.

a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214, Subsection A (that subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program”).

b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS’s discretion, up to and including termination of this Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved by AZDOHS, and 2 C.F.R. 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.

b) Nonexpendable Property/Equipment and Capital Assets:

    a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

    b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at *https://azdohs.gov/grant-program-forms.* The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

    a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.

    b. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at *https://azdohs.gov/grant-program-forms.*

f) Equipment Record Retention
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs
The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

a) The Subrecipient agrees that use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

b) The Subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. RESEARCH AND DEVELOPMENT

The Subrecipient agrees and understand that this is award is not for Research and Development.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports
The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at *https://azdohs.gov/grant-program-forms*. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application as approved by AZDOHS. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

d) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

    a. In case of equipment disposition:
    The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.

f) Financial Reimbursements
The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar** days after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 C.F.R. 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags
Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175–175c.

Article G – Universal Identifier and System of Award Management (SAM)
Subrecipient hereby acknowledges and agrees that is must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article J - Trafficking Victims Protection Act of 2000
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

Article K - Terrorist Financing
The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and all U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with all such laws and U.S. Executive Order 13224.

Article L - SAFECOM
The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation
All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170,

Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension
The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities

Article O - Copyright
The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)
The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990
The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 US.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article S - Age Discrimination Act of 1975
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad
The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS
The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances
Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS and/or AZDOHS.

2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.

4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements
The Subrecipient hereby acknowledges and agrees that it must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article X - Patents and Intellectual Property Rights
Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article Z – National Environmental Policy Act
All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AA - Lobbying Prohibitions
The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and additional resources on *http://www.lep.gov*.

Article AC - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 and the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AD - Fly America Act of 1974
The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving
All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AF - Federal Debt Status
The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AG - False Claims Act and Program Fraud Civil Remedies
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AI - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AJ - Duplication of Benefits
Any cost allocable to a particular Federal award, provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AK - Drug-Free Workplace Regulations
The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

Article AL - Civil Rights Act of 1968
The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. Part 100, Sub-part D).

Article AM - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Per 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018):

1. AZDOHS Subrecipients may not use any FEMA funds under open or new awards to:
   a. Procure or obtain any equipment, system, or service that uses "covered telecommunications equipment or services" (as defined in ¶2 of this Article AM) as a substantial or essential component of any system, or as critical technology of any system;
   b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
   c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

2. For purposes of this Article AM "covered telecommunications equipment or services" means:
   a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
   b. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
   c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
   d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

3. FEMA grant funding may be permitted to procure replacement equipment and services impacted by this Article AM. Subrecipients should refer to applicable program guidance or contact the AZDOHS to determine if replacement equipment or services are eligible under the awarded grant program.

Article AN - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall

be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent and ability to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but

not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.

b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met, then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient under this Agreement. The Subrecipient shall be liable to the

AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Subrecipient.

XXXVI. SPECIAL CONDITIONS

a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.

b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs.

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Assistant Fire Chief, Brenden Espie
Enter Title, First & Last Name Above
Surprise Fire-Medical Department
Enter Agency Name Above
14250 W Statler Plaza
Enter Street Address Above
Surprise, AZ 85374
Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Surprise Fire-Medical Department
Enter Agency Name Above



Authorized Signature Above
Tom Abbott, Fire Chief
Print Name & Title Above

10/05/2021
Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Susan Dzbanko, Deputy Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 2021 Contact Person: Lari Beth Kirkendall
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to acceptance of a Utility, Access, and Water Line Easement from HE Capital Asante, LLC, near Jomax and 169th Avenue.

Motion:
I move to accept the Utility, Access, and Water Line Easement from HE Capital Asante LLC.

Background:
The City has been working with HE Capital Asante to bring the water tank and wellsite onboard to accommodate the additional growth in the area. The City will need the Easement to access the tank and wellsite that is being dedicated to the City.

Objective Analysis:
Acceptance of the Easement for access to the tank and well site adjacent to the Desert Oasis community, will allow the City to expand water service to this community.

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

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

Budget Impact:
There is currently no budgetary impact related to approval of this item.

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

ATTACHMENTS:
1. Utility Access Water Line Easement Well Site No. 1

2. Utility, Access, and Water Line Easement

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

UTILITY, ACCESS, AND WATER LINE EASEMENT AGREEMENT

This Utility, Access, and Water Line Easement Agreement ("Agreement") is executed this 25 day of August, 2021 by and between HE Capital Asante, LLC, a Delaware limited liability company, hereinafter referred to as "Grantor" and the City of Surprise, an Arizona municipal corporation, hereinafter referred to as "Grantee".

RECITALS

1. Grantor is the fee title owner of a parcel of land legally described in **Exhibit "A"** (the "Utility and Access Property"). Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a perpetual, non-exclusive utility and access easement over, under, and across the Utility and Access Property.

2. Grantor is the fee title owner of a parcel of land legally described in **Exhibit "B"** (the "Water Line Property" and collectively with the Utility and Access Property, the "Easement Area"). Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a perpetual, non-exclusive water line easement over, under, and across the Water Line Property.

3. The Easement Area is depicted on that certain Final Plat for Asante Well Site No. 1 recorded in the Official Records of the Maricopa County Recorder's Office (the "Final Plat").

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

a. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive utility and access easement over, under and accross the Utility and Access Property for (i) the construction, installation, maintenance, repair, and replacement of utility improvements, equipment, and facilities, and for (ii) ingress and egress across the Utility and Access Property to and from Lot 1 as depicted and described on the Final Plat. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive water line easement over, under, and across the Water Line Property for the construction,

installation, maintenance, repair, and replacement of a water line and ancillary improvements, equipment, and facilities.

b. Restoration of Property. Grantee, its successors and assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Area pursuant to the rights granted pursuant to this Agreement shall (a) promptly repair and restore any damage to the Easement Area resulting from such entry, work, or use; and (b) promptly remove any mechanic's or materialmen's lien arising from any such work within the Easement Area. Grantee will cause the least possible interference with the activities of Grantor, the occupants of the Easement Area, and their respective customers, agents, servants, employees, licenses, and invitees in connection with its operations.

c. Runs with the Land. The Agreement shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective administrators, personal representatives, successors, and assigns. The easements granted in this Agreement are appurtenant to Lot 1 as depicted and described on the Final Plat.

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

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

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

g. Miscellaneous. Headings in this Agreement are for convenience only and shall not define or limit the provision hereof. This Agreement shall be construed according to its ordinary meaning and shall not be strictly construed for or against the Grantor or the Grantee. This Agreement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant, or condition of this Agreement be adjudicated by a court of competent jurisdiction void, invalid, or inoperative, the

same shall not affect any other term, provision, covenant, or condition of this Agreement, but the remainder thereof shall be effective as though such void, invalid, or inoperative term, provision, covenant, or condition had not been contained herein. This Agreement is subject to A.R.S. §38-511.

SIGNATURE PAGES FOLLOW

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

GRANTOR:

HE CAPITAL ASANTE, LLC,
a Delaware limited liability company

By: Highland Capital Management, LP, its Manager

Name: DAVID KLOS

Its: CFO

STATE OF Texas)
) SS.
County of Dallas)

The foregoing instrument was acknowledged before me this 25 day of August, 2021, by David Klos the Manager of HE Capital Asante, LLC, a Delaware limited liability company, on behalf of the company.

Naomi Chisum
Notary Public

My Commission Expires:
03/22/2025

NOTARY PUBLIC STATE OF TEXAS
Naomi Chisum
My Commission Expires
03/22/2025
ID No. 132987623

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

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By:_____
Skip Hall
Its: Mayor

Attest:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

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

_____
Notary Public

My Commission Expires:

_____

EXHIBIT "A"

LEGAL DESCRIPTION OF UTILITY AND ACCESS PROPERTY

A portion of the Northwest Quarter of Section 1, Township 4 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 2" aluminum cap accepted as the Southwest corner of Section 36, Township 5 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, from which a found GLO brass cap accepted as the South Quarter corner of said Section 36 bears North 89°37'05" East, 2639.49 feet;

Thence North 89°37'05" East, 907.94 feet along the south line of the Southwest Quarter of said Section 36 to the northwest corner of said Section 1;

Thence leaving said south line, South 00°04'35" West, 626.20 feet along the west line of the Northwest Quarter of said Section 1;

Thence leaving said west line, North 90°00'00" East, 58.50 feet;

Thence North 00°00'00" East 15.00 feet;

Thence North 90°00'00" East 21.58 feet;

Thence South 00°00'00" East 14.46 feet;

Thence North 90°00'00" East 4.21 feet to the **POINT OF BEGINNING**;

Thence North 00°00'00" East, 126.68 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 65.00 feet;

Thence northeasterly along said curve, through a central angle of 43°40'17", an arc length of 49.54 feet to a tangent line;

Thence North 43°40'17" East, 264.18 feet to the southwesterly line of Parcel B5 of the Desert Oasis of Surprise Baer Parcel Map of Dedication as filed in Book 666, Page 8, Maricopa County Records;

Thence South 47°11'00" East, 20.00 feet along said southwesterly line;

Thence leaving said southwesterly, South 43°40'17" West, 264.47 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 45.00 feet;

Thence southwesterly along said curve, through a central angle of 43°40'17", an arc length of 34.30 feet to a tangent line;

Thence South 00°00'00" East, 126.68 feet

Thence North 90°00'00" West, 20.00 feet to the **POINT OF BEGINNING.**

EXHIBIT "B"

LEGAL DESCRIPTION OF WATER LINE PROPERTY

A portion of the Northwest Quarter of Section 1, Township 4 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 2" aluminum cap accepted as the Southwest corner of Section 36, Township 5 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, from which a found GLO brass cap accepted as the South Quarter corner of said Section 36 bears North 89°37'05" East, 2639.49 feet;

Thence North 89°37'05" East, 907.94 feet along the south line of the Southwest Quarter of said Section 36 to the northwest corner of said Section 1;

Thence leaving said south line, South 00°04'35" West, 626.20 feet along the west line of the Northwest Quarter of said Section 1;

Thence leaving said west line, North 90°00'00" East, 58.50 feet;

Thence North 00°00'00" East 15.00 feet;

Thence North 90°00'00" East 21.58 feet;

Thence South 00°00'00" East 14.46 feet;

Thence North 90°00'00" East 27.54 feet;

Thence South 00°00'00" East 0.54 feet;

Thence North 90°00'00" East 33.28 feet to the **POINT OF BEGINNING**;

Thence North 00°00'15" East, 183.62 feet;

Thence North 43°40'17" East, 28.97 feet;

Thence South 00°00'15" West, 204.57 feet;

Thence North 90°00'00" West, 20.00 feet to the **POINT OF BEGINNING.**

CONSENT AND APPROVAL OF LENDER

The undersigned lender which is the beneficiary under that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (Arizona), dated June 25, 2009, recorded on June 26, 2009, at Instrument No. 2009-0589313, and re-recorded on August 31, 2009, at Instrument No. 2009-0812784 in the official records of Maricopa County, Arizona (the "**Deed of Trust**") as a first lien on the property described in the Deed of Trust, for and on behalf of itself and its successors and assigns, hereby acknowledges receipt of, consents to, and approves that certain Utility, Access, and Water Line Easement Agreement by and between HE Capital Asante, LLC, a Delaware limited liability company, as grantor, and the City of Surprise, an Arizona municipal corporation, as grantee (the "**Easement Agreement**"), and agrees that in the event the beneficiary under the Deed of Trust, its successors or assigns, exercises the power of sale under the Deed of Trust or otherwise forecloses the lien evidenced by the Deed of Trust the Easement Agreement shall continue in full force and effect notwithstanding that the Easement Agreement is subordinate to the Deed of Trust.

NEXBANK, a Texas state-chartered bank, formerly known as NexBank SSB

By _____

Its EVP/CCO

STATE OF TEXAS)
) ss.
County of Dallas)

The foregoing instrument was acknowledged before me this 21 day of JANUARY, 2021, by RHETT MILLER the EVP/CCO of NEXBANK, on behalf thereof.

Valerie Aphay
Notary Public

My Commission Expires: 09.15.2024

VALERIE APHAY
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 124963234

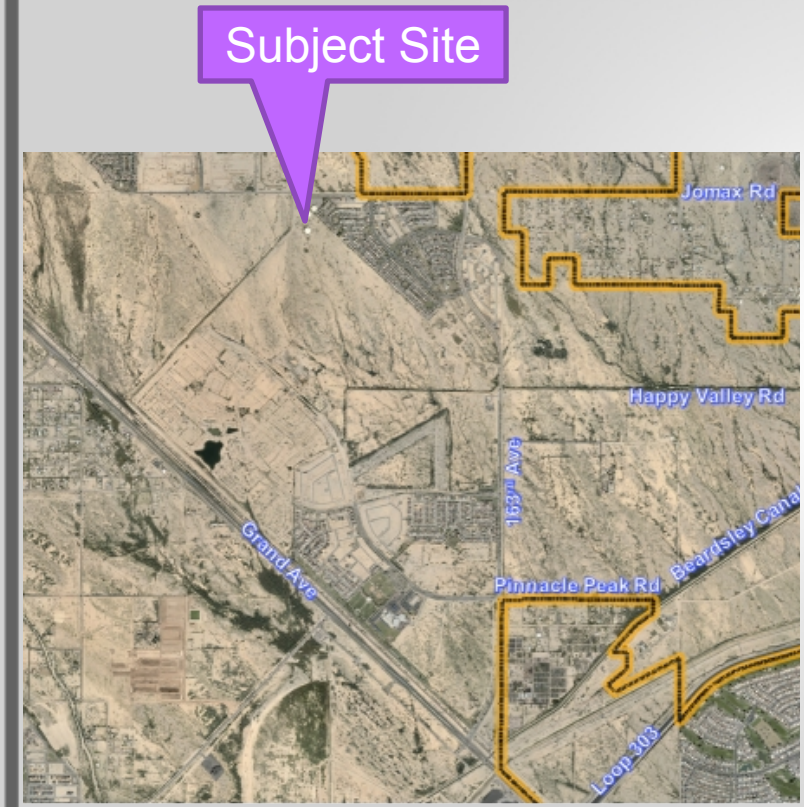
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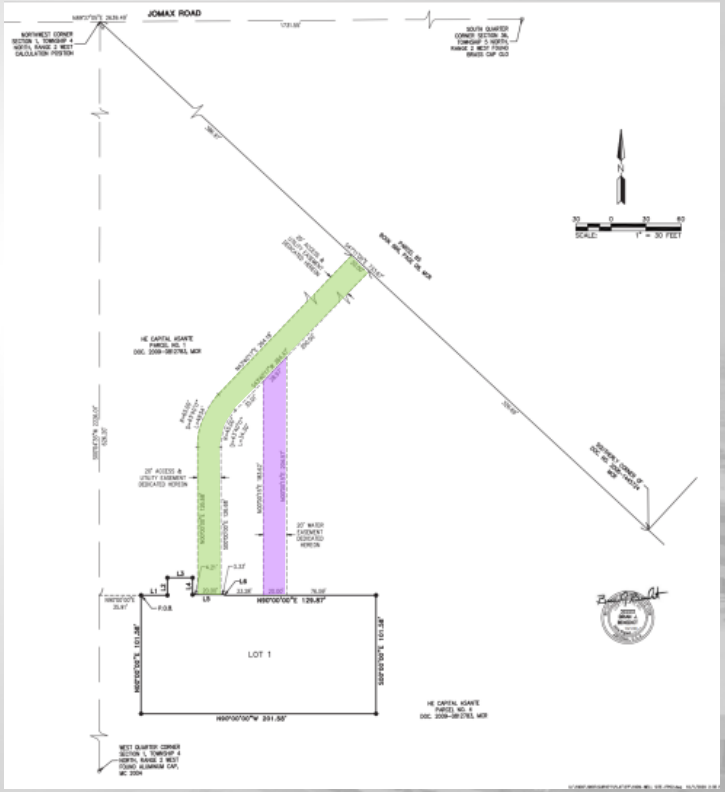
SURPRISE
ARIZONA

Asante Well No. 1 Utility, Access, and Water Line Easement

City Council – October 19, 2021

Site Location





SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 2021 Contact Person: Lari Beth Kirkendall
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to acceptance of a Quit Claim Deed for the Asante Water Tank from HE Capital Asante, LLC, near Jomax and 169th Avenue.

Motion:
I move to accept the Quit Claim Deed for the Asante Water Tank from HE Capital Asante LLC.

Background:
The City has been working with HE Capital Asante to bring the water tank site onboard to accommodate the additional growth in the area.

Objective Analysis:
Acceptance of the Quit Claim Deed for the Water Tank site adjacent to the Desert Oasis community will allow the City to expand water service to this community.

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

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

Budget Impact:
There is currently no budgetary impact related to approval of this item.

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

ATTACHMENTS:
1. Quit Claim Deed Asante Water Tank
2. Asante Water Tank

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

Exempt from filing an Affidavit of Legal
Value: A.R.S. §11-1134(A)(3)

QUIT CLAIM DEED

For the consideration of One Dollar ($1.00) and other valuable consideration received, HE Capital Asante, LLC, a Delaware limited liability company (**"Grantor"**), does hereby quit claim to the City of Surprise, an Arizona municipal corporation, all of Grantor's right, title and interest in the real property legally described on **Exhibit "A"** attached hereto.

Dated this 25 day of August, 2021.

GRANTOR:

HE CAPITAL ASANTE, LLC,
a Delaware limited liability company

By: Highland Capital Management, LP, its Manager
Name: [signature] - DAVID KLOS
Its: CFO

STATE OF Texas)
) SS.
County of Dallas)

The foregoing instrument was acknowledged before me this 25 day of August, 2021, by David Klos the Manager of HE CAPITAL ASANTE, LLC, a Delaware limited liability company, on behalf of the company.

[signature] Naomi Chisum
Notary Public

My Commission Expires:
03/22/2025

NOTARY PUBLIC STATE OF TEXAS
Naomi Chisum
My Commission Expires
03/22/2025
ID No. 132987623

Active/52825798.1

EXHIBIT "A"

LEGAL DESCRIPTION ASANTE WATER TANK BOUNDARY

A portion of the Northwest Quarter of Section 1, Township 4 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 2" aluminum cap accepted as the Southwest corner of Section 36, Township 5 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, from which a found GLO brass cap accepted as the South Quarter corner of said Section 36 bears North 89°37'05" East, 2639.49 feet;

Thence North 89°37'05" East, 907.94 feet along the south line of the Southwest Quarter of said Section 36 to the northwest corner of said Section 1;

Thence leaving said south line, South 00°04'35" West, 519.51 feet along the west line of the Northwest Quarter of said Section 1;

Thence leaving said west line, South 89°55'25" East, 242.12 feet to the **POINT OF BEGINNING**;

Thence North 42°33'02" East, 217.23 feet to the southwesterly line of Parcel B5 of the Desert Oasis of Surprise Baer Parcel Map of Dedication as filed in Book 666, Page 8, Maricopa County Records;

Thence South 47°11'00" East, 204.80 feet along said southwesterly line;

Thence leaving said southwesterly line, South 43°40'49" West, 157.99 feet;

Thence South 85°14'18" West, 168.55 feet;

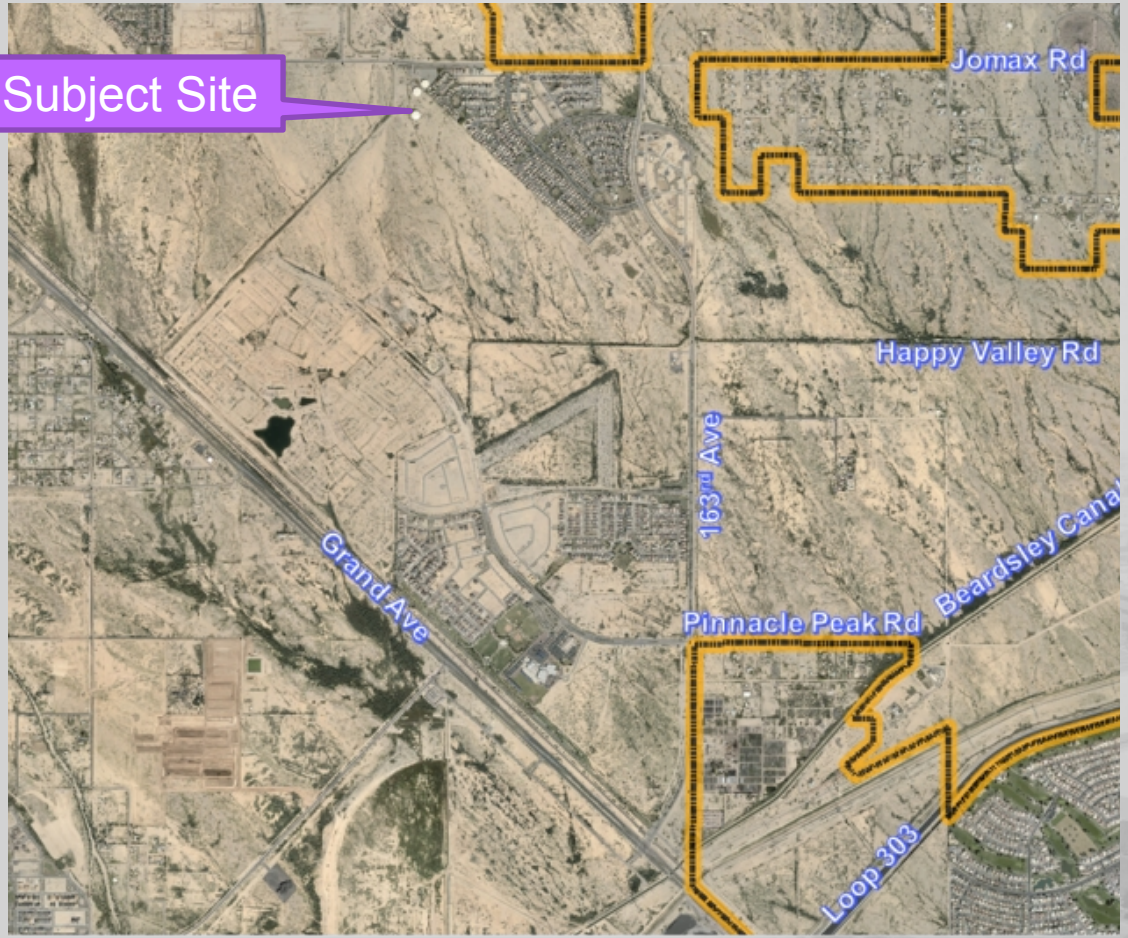
Thence North 10°34'19" West, 109.27 feet to the **POINT OF BEGINNING**.

SURPRISE
ARIZONA

Asante Water Tank

City Council – October 19, 2021

Site Location



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 2021 Contact Person: Lari Beth Kirkendall
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to acceptance of a Quit Claim Deed for Asante Well Site No. 1 from HE Capital Asante, LLC, near Jomax and 169th Avenue.

Motion:
I move to accept the Quit Claim Deed for Asante Well Site No. 1 from HE Capital Asante LLC.

Background:
The City has been working with HE Capital Asante to bring the well site onboard to accommodate the additional growth in the area.

Objective Analysis:
Acceptance of the Quit Claim Deed for Well Site No. 1 adjacent to the Desert Oasis community will allow the City to expand water service to this community.

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

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

Budget Impact:
There is currently no budgetary impact related to approval of this item.

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

ATTACHMENTS:
1. Quit Claim Deed Well Site No. 1
2. Asante Well No. 1

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

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

QUIT CLAIM DEED

For the consideration of One Dollar ($1.00) and other valuable consideration received, HE Capital Asante, LLC, a Delaware limited liability company (**"Grantor"**), does hereby quit claim to the City of Surprise, an Arizona municipal corporation, all of Grantor's right, title and interest in the real property legally described on **Exhibit "A"** attached hereto.

Dated this 25 day of August, 2021.

GRANTOR:

HE CAPITAL ASANTE, LLC,
a Delaware limited liability company

By: Highland Capital Management, LP, its Manager
Name: - DAVID KLOS
Its: CFO

STATE OF Texas)
) SS.
County of Dallas)

The foregoing instrument was acknowledged before me this 25 day of August, 2021, by David Klos the manager of HE CAPITAL ASANTE, LLC, a Delaware limited liability company, on behalf of the company.

Naomi Chisum
Notary Public

My Commission Expires:
03/22/2025

Naomi Chisum
My Commission Expires
03/22/2025
ID No. 132987623

Active/52154134.2

EXHIBIT "A"

LEGAL DESCRIPTION ASANTE WELL SITE NO. 1 LOT 1 BOUNDARY

A portion of the Northwest Quarter of Section 1, Township 4 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 2" aluminum cap accepted as the Southwest corner of Section 36, Township 5 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, from which a found GLO brass cap accepted as the South Quarter corner of said Section 36 bears North 89°37'05" East, 2639.49 feet;

Thence North 89°37'05" East, 907.94 feet along the south line of the Southwest Quarter of said Section 36 to the northwest corner of said Section 1;

Thence leaving said south line, South 00°04'35" West, 626.20 feet along the west line of the Northwest Quarter of said Section 1;

Thence leaving said west line, North 90°00'00" East, 35.91 feet to the **POINT OF BEGINNING**;

Thence North 90°00'00" East, 22.59 feet;

Thence North 00°00'00" East, 15.00 feet;

Thence North 90°00'00" East, 21.58 feet;

Thence South 00°00'00" East, 14.46 feet;

Thence North 90°00'00" East, 27.54 feet;

Thence South 00°00'00" East, 0.54 feet;

Thence North 90°00'00" East, 129.87 feet;

Thence South 00°00'00" East, 101.58 feet;

Thence North 90°00'00" West, 201.58 feet;

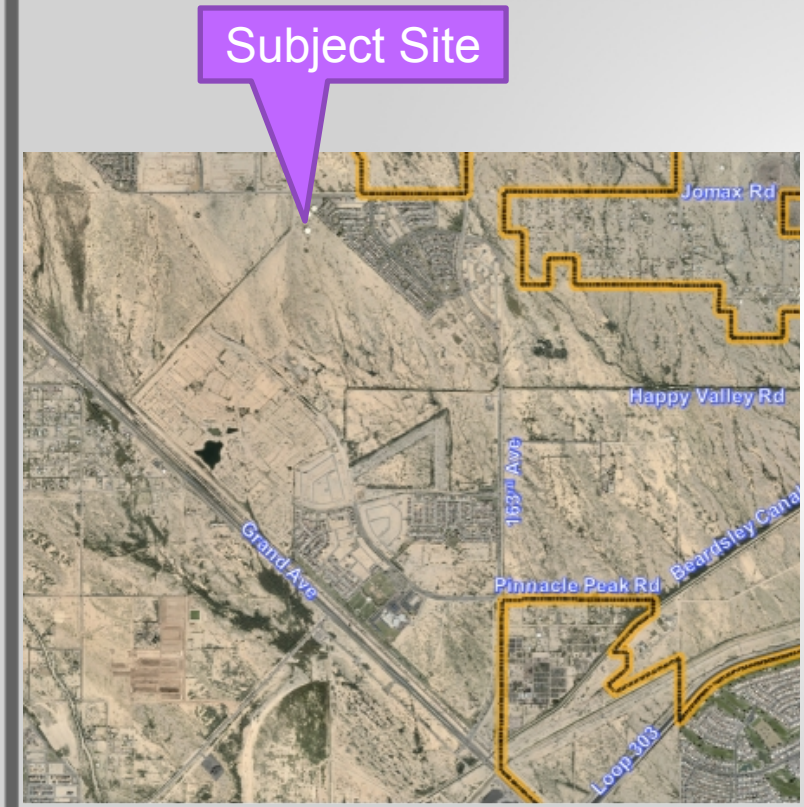
Thence North 00°00'00" East, 101.58 feet to the **POINT OF BEGINNING.**

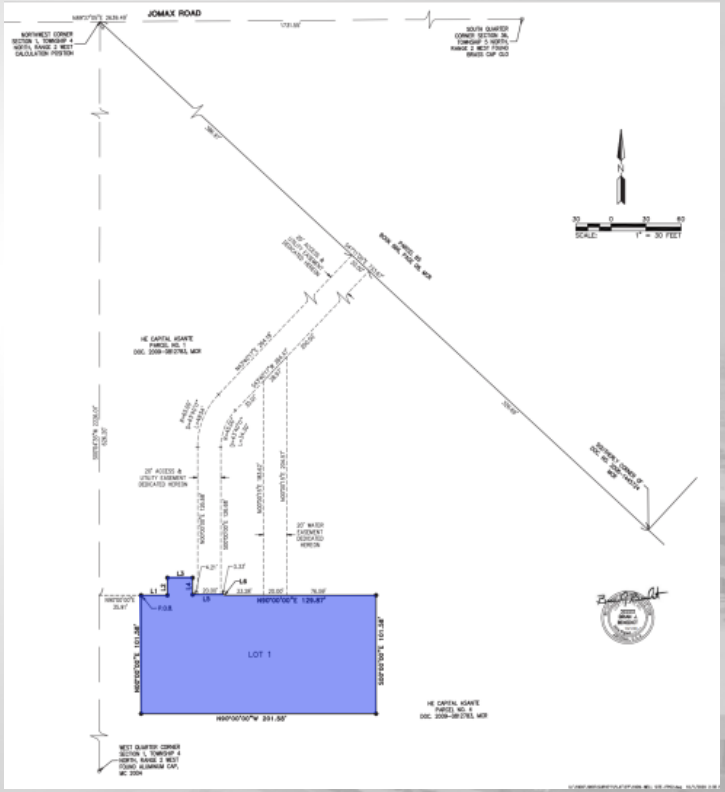
SURPRISE
ARIZONA

Asante Well No. 1

City Council – October 19, 2021

Site Location





SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 2021

Contact Person: Michael Boule, ASST DIRECTOR-UTILITY OPERATION

Submitting Department: Water Resource Management

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2022 budget amendment moving budget authority in the amount of $40,000 from the Water Operations Fund to project G71010 ADWR Xeriscape Garden; Resolution #2021-160.

Motion:

I move to approve Resolution #2021-160.

Background:

The Xeriscape Demonstration Garden is a grant and utility-funded capital project that will serve as a key educational component of the City's Water Conservation Policy and Plan. The project was established in September 2019 upon City Council acceptance of a grant from the Arizona Department of Water Resources to design and construct a Xeriscape Demonstration Garden on the City's Civic Center Campus (Resolution 2019-104). On October 6, 2020, City Council approved a second grant for the project from the Arizona Department of Forestry and Fire Management (Resolution 2020-125). The Department is preparing to break ground on the project in October 2021 and construction is expected to be complete by January 2022.

Objective Analysis:

In September 2021, as part of their pre-construction services agreement with the City, Willmeng Construction, Inc. prepared a construction budget and identified the need for additional funds to construct the Xeriscape Demonstration Garden. Due to escalation in the cost of materials associated with construction of the garden, the Water Resource Management Department is requesting a one-time budget amendment to increase the total project budget. The Department's Water Portfolio and Conservation budget already incorporates the ongoing maintenance costs needed to operate the garden.

Policy Compliant:

This action is consistent with the City's Budget Amendment Policies and Procedures.

Financial Impact:

This resolution will increase the project budget by $40,000 to fund the necessary infrastructure improvements associated with the one-time expenditure and construction of the Xeriscape

Demonstration Garden.

Budget Impact:

If approved, this item will amend the FY2022 adopted budget by moving budget authority from the Water Operations Fund to the Water Utility Capital Fund Project G71010: ADWR Xeriscape Garden in the amount of $40,000. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

There are no FTE's associated with this item.

ATTACHMENTS:

1. Res 2021-160 Xeriscape Garden_Bdgt Amend FY22_legal review Final_

RESOLUTION # 2021-160

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2022 BUDGET BY MOVING BUDGET AUTHORITY OF $40,000 FROM SERVICES WITHIN THE WATER OPERATIONS FUND TO PROJECT G71010 ADWR XERISCAPE GARDEN WITHIN THE WATER UTILITY CAPITAL FUND TO COVER INCREASED COST RELATED TO CONSTRUCTION AND AUTHORIZING AN INTER-FUND CASH TRANSFER.

WHEREAS, the FY2022 budget was adopted including funding for construction of the G71010 ADWR Xeriscape Garden;

WHEREAS, a budget amendment is needed due to increased cost related to construction cost increases;

WHEREAS, the FY2022 budget was adopted by Council Resolution #2021-87 on June 1, 2021, and included a budgeted transfer amount of $2,819,700 from Water Operations to Water Utility Capital;

WHEREAS, this action will necessitate a budget amendment; and

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

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

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

Section 2. That the statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, approving the inter-fund cash transfer for the City of Surprise, Arizona for the fiscal year July 1, 2021 through June 30, 2022.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

APPROVED AND ADOPTED this _____day of _____, 2021.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

RESOLUTION # 2021-160
Exhibit A

1. Appropriation- The exhibit below represents a movement of budget authority in the amount of $40,000 from services within the Water Operations Fund to project G71010 ADWR Xeriscape Garden within the Water Capital Fund to increase the project budget. 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
Water Utility Capital	Water Resource Management	#G71010 ADWR Xeriscape Garden	E	1,050,800	40,000	1,090,800
Water Operations	Water Resource Management	Services	E	5,993,300	(40,000)	5,953,300
			Expense Total	**7,044,100**	**0**	**7,044,100**

RESOLUTION # 2021-160
Exhibit B

1. Cash Transfer- This will be an actual cash transfer of $40,000 from Water Operations Fund to Water Utility Capital Fund based on the budget amendments in table 1.

Transfer from Fund	Transfer to Fund	Current Budgeted Transfer	Increase/ (Decrease)	Amended Budgeted Transfer
Water Operations	Water Utility Capital	2,819,700	40,000	2,859,700

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 2021

Contact Person: Robert Wingo, CITY ATTORNEY

Submitting Department: Legal

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the One Arizona Distribution of Opioid Settlement Funds Agreement and the Distributor and Janssen Settlement Agreements.

Motion:

I move to approve the One Arizona Distribution of Opioid Settlement Funds Agreement and the Distributor and Janssen Settlement Agreements and authorize the Mayor and City Attorney to execute any documents necessary to effectuate this approval.

Background:

On May 7, 2019, City Council authorized litigation against manufactures and distributors of prescription opiates to redress any damages the City of Surprise had or may sustain due to wrongful manufacture and distribution of prescription opiates. On December 1, 2020, City Council approved the One Arizona Opioid Settlement Memorandum of Understanding, which set forth a preliminary non-binding agreement as to the structure of distribution within Arizona of any anticipated settlement which may occur in the Federal Multi-District Litigation ("MDL")

Subsequently, the Arizona Attorney General's Office has secured a settlement with three Distributors and Janssen, who are all Defendants in the MDL. In order to participate in the proposed settlements, Arizona cities are required to enter into the One Arizona Distribution of Opioid Settlement Funds Agreement to now bind the state to a certain distribution structure. Furthermore, a participating city is required to enter into a settlement agreements with the Distributors and Janssen agreeing to dismiss the City's claims against these entities.

Objective Analysis:

The One Arizona Opioid Settlement MOU, as approved by City Council last December, established the non-binding framework for distribution of MDL settlements between the State of Arizona and local governments, such as the City of Surprise. That MOU established that 56% of settlements would be allocated to local governments. The One Arizona Distribution of Opioid Settlement Funds Agreement binds Arizona local governments to the previously agreed upon terms of the One Arizona MOU.

The Settlement Agreements with the Distributors and Janssen will resolve all claims against those entities and the City of Surprise would be eligible for participation in the distribution of those settlement

funds as established in the Settlement Agreements.

Policy Compliant:

The process of City Council consideration and approval of any agreements which would impact settlement of litigation is complaint with city policy and practice.

Financial Impact:

Under the One Arizona Distribution Agreement, Surprise's allocation of Settlement funds is 0.980%, which is estimated to result in a distribution to Surprise of approximately $1,727,454.00. These funds may only be utilized for remediation of past, or mitigation of future, harms caused by opioids in the Surprise community as outlined in the One Arizona Distribution Agreement. Pursuant to the terms of the Distributor Settlement Agreement, two payments will be distributed before July 15, 2022, with 16 subsequent annual payments. Pursuant to the Janssen Settlement Agreement, there will also be two payments by July 15, 2022, followed by seven additional annual payments.

Budget Impact:

There should be no immediate impact on the current fiscal year's budget. Approval of the One Arizona Distribution Agreement and the Distributor and Janssen Settlement Agreements will result in a portion of the estimated $1,727,454.00 being distributed to Surprise for specific opioid related expenditures for the fiscal year 2023 budget and subsequent budget years.

FTE Impact:

N/A.

ATTACHMENTS:

1. Distributor Settlement Participation Form (09.01.21)
2. Final Janssen Settlement Participation Form (07.30.21) (1)
3. ONE AZ AGREEMENT WITH EXHIBITS (1)

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.

10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of

Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

   > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

   A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT

General Principles

- The people of the State of Arizona and Arizona communities have been harmed by the opioid epidemic, which was caused by entities within the Pharmaceutical Supply Chain.
- The State of Arizona, *ex rel.* Mark Brnovich, Attorney General (the "State"), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.
- The State and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants' misconduct throughout the State of Arizona.
- The State and the Participating Local Governments previously entered into the One Arizona Opioid Settlement Memorandum of Understanding for the purpose of jointly approaching Settlement negotiations with the Pharmaceutical Supply Chain Participants.
- The State and the Participating Local Governments now enter into this One Arizona Distribution of Opioid Settlement Funds Agreement ("Agreement") to establish binding terms for the distribution and spending of funds from Settlements with the Pharmaceutical Supply Chain Participants.

A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.
2. "Contingency Fee Fund" shall mean a sub fund established in a Settlement for the purpose of paying contingency fees, such as the Attorney Fee Fund described in Section I.V of the Settlement with the Settling Distributors and the sub fund of the Attorney Fee Fund described in Section II.D of the Settlement with J&J.[1]
3. "J&J" shall mean Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.
4. "Litigation" means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

[1] Text of both settlements available at https://nationalopioidsettlement.com.

5. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Agreement.

6. "Participating Local Government(s)" shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this Agreement and each applicable Settlement. The Participating Local Governments may be referred to separately in this Agreement as "Participating Counties" and "Participating Cities and Towns" (or "Participating Cities or Towns," as appropriate).

7. "Parties" shall mean the State and the Participating Local Governments.

8. "Pharmaceutical Supply Chain" shall mean the process and channels through which licit opioids are manufactured, marketed, promoted, distributed, or dispensed.

9. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.

10. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Government and approved as final by a court of competent jurisdiction.

11. "Settling Distributors" shall mean McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation.

12. "Trustee" shall mean either (1) an independent trustee who shall be responsible for the ministerial task of releasing the Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust, or (2) a settlement fund administrator, in the event that the Settlement includes a fund administrator. In either case, the Trustee will distribute funds in accordance with this Agreement.

B. Intrastate Regions

1. The State of Arizona will be divided into regions, each of which will be referred to as a "Region" and will consist of: (1) a single Participating County and all of its Participating Cities and Towns; or (2) all of the Participating Cities and Towns within a non-Participating County. If there is only one Participating City or Town within a non-Participating County, that single Participating City or Town will still constitute a Region. Two or more Regions may at their discretion form a group ("Multicounty Region"). Regions that do not choose to form a Multicounty Region will be their own Region. Participating Cities and Towns within a non-Participating County may not form a Region with Participating Cities and Towns in another county.

2. The LG Share funds described in Section C(1) will be distributed to each Region according to the percentages set forth in Exhibit B. The Regional allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the Region; (2) the number of opioid deaths that occurred in that Region; and (3) the number of people who suffer opioid use disorder in that Region. In the event any county does not participate in this Agreement, that

county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

3. In single-county Regions, that county's health department will serve as the lead agency responsible for distributing the LG Share funds. That health department, acting as the lead agency, shall consult with the cities and towns in the county regarding distribution of the LG Share funds.

4. For each Multicounty Region, an advisory council shall be formed from the Participating Local Governments in the Multicounty Region to distribute the collective LG Share funds. Each advisory council shall include at least three Participating Local Government representatives, not all of whom may reside in the same county. Each advisory council shall consult with the Participating Local Governments in the Multicounty Region regarding distribution of the collective LG Share funds.

5. For each Region consisting of the Participating Cities and Towns within a non-Participating County, an advisory council shall be formed from the Participating Cities and Towns in the Region to distribute the LG Share funds. Each advisory council shall include at least three representatives from the Participating Cities and Towns in the Region, or a representative from each Participating City and Town if the Region consists of fewer than three Participating Cities and Towns. In no event may more than one individual represent the same city or town. To the extent any Participating Cities or Towns in the Region are not represented on the advisory council, the advisory council shall consult with the non-represented Participating Cities and Towns regarding distribution of the collective LG Share funds.

C. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 44% to the State ("State Share") and 56% to the Participating Local Governments ("LG Share").[2]

2. All Opioid Funds, except those allocated to payment of counsel and litigation expenses as set forth in Section E, shall be utilized in a manner consistent with the Approved Purposes definition. Compliance with this requirement shall be verified through reporting, as set out in Section F.

3. Each LG Share will be distributed to each Region or Multicounty Region as set forth in Section B(2). Participating Counties and their constituent Participating Cities and Towns may distribute the funds allocated to the Region or Multicounty Region amongst themselves in any manner they choose. If a county and its cities and towns cannot agree on how to allocate the funds, the default allocation in Exhibit C will apply. The default allocation formula uses historical federal data showing how each county and the cities and towns within it have made opioids-related expenditures in the past. If a county or any cities or towns within a Region or Multicounty Region do not sign on to this Agreement and each

[2] This Agreement assumes that any opioid settlement for Native American Tribes and Third-Party Payors, including municipal insurance pools, will be dealt with separately.

Settlement, and if the Participating Local Governments in the Region or Multicounty Region cannot agree on how to allocate the funds from that Settlement amongst themselves, the funds shall be reallocated proportionally by applying this same methodology to only the Participating Local Governments in the Region or Multicounty Region.

4. If the LG Share for a given Participating Local Government is less than $500, then that amount will instead be distributed to the Region or Multicounty Region in which the Participating Local Government is located to allow practical application of the abatement remedy. If the county did not sign on to the Settlement as defined herein, the funds will be reallocated to the State Share.

5. The State Share shall be paid by check or wire transfer directly to the State through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the State, to be timely distributed as set forth in C(1) herein. The LG Share shall be paid by check or wire transfer directly to the Regions or Multicounty Regions through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the Participating Local Governments, to be timely distributed as set forth in B(2), C(1), C(3), and C(4) herein.

6. The State Share shall be used only for (1) Approved Purposes within the State or (2) grants to organizations for Approved Purposes within the State.

7. The LG Share shall be used only for (1) Approved Purposes by Participating Local Governments within a Region or Multicounty Region or (2) grants to organizations for Approved Purposes within a Region or Multicounty Region.

8. The State will endeavor to prioritize up to 30% of the State Share for opioid education and advertising related to awareness, addiction, or treatment; Department of Corrections and related prison and jail opioid uses; and opioid interdiction and abatement on Arizona's southern border, including grants to assist with the building, remodeling and/or operation of centers for treatment, drug testing, medication-assisted treatment services, probation, job training, and/or counseling services, among other programs.

9. If the federal Center for Medicare and Medicaid Services ("CMS") disallows any federal funding for the State's Medicaid programs pursuant to 42 U.S.C. § 1396b as a consequence of sums received pursuant to resolution of any Litigation with Pharmaceutical Supply Chain Participants, or otherwise seeks to recover sums it regards as the federal share of any Settlement, the amount recovered by CMS shall first be paid from the total amount of Opioid Funds available to the Parties under that Settlement and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.

10. The Parties acknowledge and agree that any Settlement may require Participating Local Governments to release all their claims against the settling Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge and agree based on the terms of any such national Settlement, a Participating Local Government will not receive funds through this Agreement until it has complied with all requirements set forth

in that national Settlement to release its claims. This Agreement is not a promise by any Party that any Settlement (including any Settlement resolved through bankruptcy) will be finalized or executed.

D. Participation of Cities and Towns

1. By signing on to the Agreement and any Settlement, a Participating County will receive 60% of its available LG Share for that Settlement when distribution under that Settlement occurs. Any such Participating County will receive up to an additional 40% of its available LG Share for that Settlement by securing the participation of its constituent cities and towns as signatories to this Agreement and that Settlement when distribution under that Settlement occurs. The sliding scale attached as Exhibit D will determine the share of funds available to the Participating County.[3]

2. If a Participating County does not achieve 100% participation of its cities and towns within the period of time required in a Settlement document for subdivision participation, the remaining portions of the LG Share that were otherwise available to the Participating County will be reallocated to (i) the State Share and (ii) the LG Share for the Participating Counties which have achieved 100% participation of their cities and towns in accordance with the percentages described in Sections B(2), C(1), and C(3), and set forth in Exhibits B and C.

E. Payment of Counsel and Litigation Expenses

1. The Parties anticipate that any Settlement will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.

2. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the "Common Benefit Fund"), and requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund as a "tax," then the Participating Local Governments shall first seek to have the settling defendants pay the "tax." If the settling defendants do not agree to pay the "tax," then the "tax" shall be paid from the LG Share prior to allocation and distribution of funds to the Participating Local Governments.[4]

[3] Population allocation of cities and towns within counties will be derived from the population data included in any national Settlement. If such data is not included in the respective national Settlement, then population allocation will be determined from those cities and towns listed in Exhibit C. The data in Exhibit C is derived from the U.S. Census Estimate (July 1, 2019).

[4] This paragraph shall not apply to the Settlement with the Settling Distributors or the Settlement with J&J.

3. Any governmental entity that seeks attorneys' fees and expenses from the Litigation shall seek those fees and expenses first from the national Settlement.[5] In addition, the Parties agree that the Participating Local Governments will create a supplemental attorney's fees and costs fund (the "Backstop Fund").

4. In the event that any Settlement imposes additional limitations or obligations on the payment of counsel and litigation expenses, those limitations and obligations take precedence over this Agreement.

5. The Backstop Fund is to be used to compensate counsel for Participating Local Governments that filed opioid lawsuits by September 1, 2020 ("Litigating Participating Local Governments"). Payments out of the Backstop Fund shall be determined by a committee consisting of one representative from each of the Litigating Participating Local Governments (the "Opioid Fee and Expense Committee").

6. The amount of the Backstop Fund shall be determined as follows: From any national Settlement, the funds in the Backstop Fund shall equal 14.25% of the LG Share for that Settlement. No portion of the State Share shall be used for the Backstop Fund or in any other way to fund any Participating Local Government's attorney's fees and costs. If required to do so by any Settlement, Participating Local Governments must report to the national Settlement Fund Administrator regarding contributions to, or payments from, the Backstop Fund.

7. The maximum percentage of any contingency fee agreement permitted for compensation shall be 25% of the portion of the LG Share attributable to the Litigating Participating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Participating Local Government, unless a Settlement or other court order imposes a lower limitation on contingency fees. Under no circumstances may counsel collect more for its work on behalf of a Litigating Participating Local Government than it would under its contingency agreement with that Litigating Participating Local Government.

8. Payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same period of time as the national Contingency Fee Fund for each settlement. The Attorneys' Fees and Costs schedule for the Settling Distributors is listed in Exhibit R §(II)(S)(1) of the Settlement with the Settling

[5] The State retained outside counsel in the Purdue litigation and if it is unable to secure payment of attorneys' fees and expenses from the bankruptcy proceedings in an amount sufficient to compensate outside counsel consistent with the terms of the State's contract with that outside counsel, any remaining attorneys' fees and expenses related to the representation of the State will first be paid directly from the total amount of Opioid Funds available to the Parties under that Settlement, up to the agreed amount in the outside counsel contract, and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.

Distributors.[6] The Attorneys' Fees and Costs schedule for J&J is listed in Exhibit R §(II)(A)(1) of the Settlement with J&J.[7] For future Settlements with other defendants in the Pharmaceutical Supply Chain, any necessary payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same periods of time as the fee funds for those Settlements, if applicable, subject to the limitations set forth in this Agreement set form in paragraph E(7) above.

9. Any funds remaining in the Backstop Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Participating Local Governments according to the percentages set forth in Exhibits B and C, to be used for Approved Purposes as set forth herein and in Exhibit A.

F. Compliance Reporting and Accountability

1. If the State and Participating Local Governments use a Trustee for purposes of distributing funds pursuant to any Settlement, the Trustee shall be requested to provide timely an up-to-date accounting of payments into or out of any trust established to hold such funds and/or its subaccounts upon written request of the State or a Participating Local Government.

2. The State, Regions, and Participating Local Governments may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provision C(1) hereof with respect to the amount of the State Share or LG Share; (2) is inconsistent with an agreed-upon allocation, or the default allocations in Exhibits B and C, as contemplated by Section C(3); or (3) violates the limitations set forth in F(3) with respect to compensation of the Trustee. The objector shall have the right to bring that objection within two years of the date of its discovery to a superior court in Maricopa County, Arizona.

3. In the event that the State and Participating Local Governments use a Trustee, compensation for Trustee's expenses of fund administration may be paid out of the Opioid Funds for reasonable expenses; provided that, reasonable expenses do not exceed the administrative expenses allowed under the terms of the relevant Settlement.

4. The Parties shall maintain, for a period of at least five years, records of abatement expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the Approved Purposes definition. This requirement supersedes any shorter period of time specified in any applicable document retention or destruction policy.

5. At least annually, by July 31 of each year, each Region or Multicounty Region shall provide to the State a report detailing for the preceding fiscal year (1) the amount of the LG Share received by each Participating Local Government within the Region or Multicounty Region, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts

[6] Text of settlement available at https://nationalopioidsettlement.com.

[7] Text of settlement available at https://nationalopioidsettlement.com.

disbursed on approved allocations. In order to facilitate this reporting, each Participating Local Government within a Region or Multicounty Region shall provide information necessary to meet these reporting obligations to a delegate(s) selected by the Region or Multicounty Region to provide its annual report to the State. Any Participating Local Government shall also comply with any reporting requirements imposed by any Settlement.

6. No later than September 30 of each year, the State shall publish on its website a report detailing for the preceding fiscal year (1) the amount of the State Share received, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In addition, the State shall publish on its website the reports described in F(5) above. The State shall also comply with any reporting requirements imposed by any Settlement.

7. If it appears to the State, a Region, or a Multicounty Region that the State or another Region or Multicounty Region is using or has used Settlement funds for non-Approved Purposes, the State, Region, or Multicounty Region may on written request seek and obtain the documentation underlying the report(s) described in F(5) or F(6), as applicable, including documentation described in F(4). The State, Region, or Multicounty Region receiving such request shall have 14 days to provide the requested information. The requesting party and the State, Region, or Multicounty Region receiving such request may extend the time period for compliance with the request only upon mutual agreement.

8. Following a request made pursuant to F(7) and when it appears that LG Share funds are being or have been spent on non-Approved Purposes, the State may seek and obtain in an action in a court of competent jurisdiction in Maricopa County, Arizona an injunction prohibiting the Region or Multicounty Region from spending LG Share funds on non-Approved Purposes and requiring the Region or Multicounty Region to return the monies that it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of LG Share funds to the Region or Multicounty Region temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but have not been returned by the time the action is resolved.

9. Following a request made pursuant to F(7) and when it appears to at least eight Participating Counties that have signed on to this Agreement and a subsequent Settlement that the State Share funds are being or have been spent on non-Approved Purposes, the Participating Counties may seek and obtain in an action in a superior court of Maricopa County, Arizona an injunction prohibiting the State from spending State Share funds on non-Approved Purposes and requiring the State to return the monies it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of State Share funds to the State temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any monies that were ordered returned but have not been returned by the time the action is resolved.

10. In an action brought pursuant to F(8) or F(9), attorney's fees and costs shall not be recoverable.

G. Settlement Negotiations

1. The State and the Participating Local Governments agree to inform each other in advance of any negotiations relating to an Arizona-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and the Participating Local Governments and shall provide each other the opportunity to participate in all such negotiations.

2. The State and the Participating Local Governments further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Participating Local Governments (collectively, the "Arizona Parties") are unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and the Participating Local Government's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

3. The State or any Participating Local Government may withdraw from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the other Arizona Parties and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Arizona Party releases the remaining Arizona Parties from the restrictions and obligations in this Section.

4. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

H. Amendments

1. The Parties agree to make such amendments as necessary to implement the intent of this Agreement.

One Arizona Distribution of Opioid Settlement Funds Agreement ACCEPTED by the undersigned and executed this _____ day of _____, 2021.

ARIZONA ATTORNEY GENERAL

_____
Mark Brnovich

APACHE COUNTY

APACHE COUNTY

_____

By: _____

Its: _____

EAGER TOWN

_____

By: _____

Its: _____

SPRINGERVILLE TOWN

_____

By: _____

Its: _____

ST JOHNS CITY

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By: _____

Its: _____

COCHISE COUNTY

COCHISE COUNTY

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BENSON CITY

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BISBEE CITY

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DOUGLAS CITY

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HUACHUCA CITY TOWN

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SIERRA VISTA CITY

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TOMBSTONE CITY

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WILLCOX CITY

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COCONINO COUNTY

COCONINO COUNTY

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FLAGSTAFF CITY

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FREDONIA TOWN

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PAGE CITY

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SEDONA CITY

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TUSAYAN TOWN

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HAYDEN CITY

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SAFFORD CITY

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THATCHER TOWN

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GREENLEE COUNTY

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CLIFTON TOWN

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DUNCAN TOWN

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LA PAZ COUNTY

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PARKER TOWN

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QUARTZITE TOWN

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AVONDALE CITY

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BUCKEYE TOWN

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CAREFREE TOWN

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CAVE CREEK TOWN

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CHANDLER CITY

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EL MIRAGE CITY

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FOUNTAIN HILLS TOWN

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GILA BEND TOWN

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GILBERT TOWN

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GLENDALE CITY

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GOODYEAR CITY

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LITCHFIELD PARK CITY

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BULLHEAD CITY

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COLORADO CITY TOWN

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KINGMAN CITY

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LAKE HAVASU CITY

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NAVAJO COUNTY

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HOLBROOK CITY

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SHOW LOW CITY

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SNOWFLAKE TOWN

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TAYLOR TOWN

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WINSLOW CITY

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PIMA COUNTY

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MARANA TOWN

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ORO VALLEY TOWN

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SAHUARITA TOWN

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TUCSON CITY

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PINAL COUNTY

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CASA GRANDE CITY

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COOLIDGE CITY

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ELOY CITY

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FLORENCE TOWN

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KEARNY TOWN

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MAMMOTH TOWN

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MARICOPA CITY

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SUPERIOR TOWN

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SANTA CRUZ COUNTY

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NOGALES CITY

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PATAGONIA TOWN

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YAVAPAI COUNTY

YAVAPAI COUNTY

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CAMP VERDE TOWN

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CHINO VALLEY TOWN

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CLARKDALE TOWN

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COTTONWOOD CITY

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DEWEY-HUMBOLDT TOWN

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Its: _____

JEROME TOWN

By: _____

Its: _____

PRESCOTT CITY

By: _____

Its: _____

PRESCOTT VALLEY TOWN

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YUMA COUNTY

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SAN LUIS CITY

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By: _____

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SOMERTON CITY

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WELLTON TOWN

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YUMA CITY

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Exhibit A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:

    a. Medication-Assisted Treatment (MAT);

    b. Abstinence-based treatment;

    c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;

    d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or

    e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.

6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.

8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and the faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;

    f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or

    g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.

6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or

    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:

    a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.

2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

Exhibit B

Exhibit B	
Allocation to Arizona Counties/Regions	
County/Region	**Percentage of LG Share**
APACHE	0.690%
COCHISE	1.855%
COCONINO	1.688%
GILA	1.142%
GRAHAM	0.719%
GREENLEE	0.090%
LA PAZ	0.301%
MARICOPA	57.930%
MOHAVE	4.898%
NAVAJO	1.535%
PIMA	18.647%
PINAL	3.836%
SANTA CRUZ	0.370%
YAVAPAI	4.291%
YUMA	2.008%

Exhibit C

Exhibit C					
Government Name	**County Name**	**State Name**	**Government Type**	**Census ID**	**Intra-county Allocation (%) Based on Past Spending**
APACHE COUNTY					
APACHE COUNTY	Apache County	ARIZONA	County	3100100100000	56.63%
EAGAR TOWN	Apache County	ARIZONA	City	3200100100000	20.66%
SPRINGERVILLE TOWN	Apache County	ARIZONA	City	3200100300000	10.73%
ST JOHNS CITY	Apache County	ARIZONA	City	3200100200000	11.98%
COCHISE COUNTY					
COCHISE COUNTY	Cochise County	ARIZONA	County	3100200200000	63.47%
BENSON CITY	Cochise County	ARIZONA	City	3200200100000	3.52%
BISBEE CITY	Cochise County	ARIZONA	City	3200200200000	3.47%
DOUGLAS CITY	Cochise County	ARIZONA	City	3200200300000	8.44%
HUACHUCA CITY TOWN	Cochise County	ARIZONA	City	3200250100000	0.91%
SIERRA VISTA CITY	Cochise County	ARIZONA	City	3200200400000	16.63%
TOMBSTONE CITY	Cochise County	ARIZONA	City	3200200500000	1.16%
WILLCOX CITY	Cochise County	ARIZONA	City	3200200600000	2.39%
COCONINO COUNTY					
COCONINO COUNTY	Coconino County	ARIZONA	County	3100300300000	71.16%
FLAGSTAFF CITY	Coconino County	ARIZONA	City	3200300100000	18.45%
FREDONIA TOWN	Coconino County	ARIZONA	City	3200300300000	0.31%
PAGE CITY	Coconino County	ARIZONA	City	3200390100000	3.41%
SEDONA CITY	Coconino County	ARIZONA	City	3201340200000	4.09%
TUSAYAN TOWN	Coconino County	ARIZONA	City	3200310100000	0.67%
WILLIAMS CITY	Coconino County	ARIZONA	City	3200300200000	1.92%
GILA COUNTY					
GILA COUNTY	Gila County	ARIZONA	County	3100400400000	68.13%
GLOBE CITY	Gila County	ARIZONA	City	3200400100000	10.23%

HAYDEN TOWN	Gila County	ARIZONA	City	3200450100000	2.31%
MIAMI TOWN	Gila County	ARIZONA	City	3200400200000	2.71%
PAYSON TOWN	Gila County	ARIZONA	City	3200490100000	16.17%
STAR VALLEY TOWN	Gila County	ARIZONA	City	3200410100000	0.35%
WINKELMAN TOWN	Gila County	ARIZONA	City	3200400300000	0.10%
GRAHAM COUNTY					
GRAHAM COUNTY	Graham County	ARIZONA	County	3100500500000	62.26%
PIMA TOWN	Graham County	ARIZONA	City	3200500100000	2.22%
SAFFORD CITY	Graham County	ARIZONA	City	3200500200000	26.83%
THATCHER TOWN	Graham County	ARIZONA	City	3200500300000	8.68%
GREENLEE COUNTY					
GREENLEE COUNTY	Greenlee County	ARIZONA	County	3100600600000	88.29%
CLIFTON TOWN	Greenlee County	ARIZONA	City	3200600100000	11.43%
DUNCAN TOWN	Greenlee County	ARIZONA	City	3200600200000	0.28%
LA PAZ COUNTY					
LA PAZ COUNTY	La Paz County	ARIZONA	County	3101501500000	88.71%
PARKER TOWN	La Paz County	ARIZONA	City	3201560100000	5.19%
QUARTZSITE TOWN	La Paz County	ARIZONA	City	3201540100000	6.11%
MARICOPA COUNTY					
MARICOPA COUNTY	Maricopa County	ARIZONA	County	3100700700000	51.53%
APACHE JUNCTION CITY	Maricopa County	ARIZONA	City	3201160100000	0.38%
AVONDALE CITY	Maricopa County	ARIZONA	City	3200700100000	0.98%
BUCKEYE TOWN	Maricopa County	ARIZONA	City	3200700200000	0.46%
CAREFREE TOWN	Maricopa County	ARIZONA	City	3200740100000	0.04%
CAVE CREEK TOWN	Maricopa County	ARIZONA	City	3200740200000	0.06%
CHANDLER CITY	Maricopa County	ARIZONA	City	3200700300000	2.86%
EL MIRAGE CITY	Maricopa County	ARIZONA	City	3200700400000	0.39%
FOUNTAIN HILLS TOWN	Maricopa County	ARIZONA	City	3200740400000	0.17%
GILA BEND TOWN	Maricopa County	ARIZONA	City	3200770100000	0.03%

GILBERT TOWN	Maricopa County	ARIZONA	City	3200700500000	1.71%
GLENDALE CITY	Maricopa County	ARIZONA	City	3200700600000	2.63%
GOODYEAR CITY	Maricopa County	ARIZONA	City	3200700700000	0.76%
GUADALUPE TOWN	Maricopa County	ARIZONA	City	3200790100000	0.00%
LITCHFIELD PARK CITY	Maricopa County	ARIZONA	City	3200740300000	0.04%
MESA CITY	Maricopa County	ARIZONA	City	3200700800000	6.06%
PARADISE VALLEY TOWN	Maricopa County	ARIZONA	City	3200750100000	0.34%
PEORIA CITY	Maricopa County	ARIZONA	City	3200700900000	1.51%
PHOENIX CITY	Maricopa County	ARIZONA	City	3200701000000	21.28%
QUEEN CREEK TOWN	Maricopa County	ARIZONA	City	3200740500000	0.11%
SCOTTSDALE CITY	Maricopa County	ARIZONA	City	3200701100000	3.99%
SURPRISE CITY	Maricopa County	ARIZONA	City	3200750200000	0.98%
TEMPE CITY	Maricopa County	ARIZONA	City	3200701200000	3.27%
TOLLESON CITY	Maricopa County	ARIZONA	City	3200701300000	0.27%
WICKENBURG TOWN	Maricopa County	ARIZONA	City	3200701400000	0.10%
YOUNGTOWN TOWN	Maricopa County	ARIZONA	City	3200750300000	0.05%
MOHAVE COUNTY					
MOHAVE COUNTY	Mohave County	ARIZONA	County	3100800800000	62.51%
BULLHEAD CITY CITY	Mohave County	ARIZONA	City	3200840100000	13.10%
COLORADO CITY TOWN	Mohave County	ARIZONA	City	3200840200000	0.61%
KINGMAN CITY	Mohave County	ARIZONA	City	3200800100000	9.91%
LAKE HAVASU CITY CITY	Mohave County	ARIZONA	City	3200860100000	13.87%
NAVAJO COUNTY					
NAVAJO COUNTY	Navajo County	ARIZONA	County	3100900900000	70.29%
HOLBROOK CITY	Navajo County	ARIZONA	City	3200900100000	3.75%
PINETOP-LAKESIDE TOWN	Navajo County	ARIZONA	City	3200940100000	4.75%
SHOW LOW CITY	Navajo County	ARIZONA	City	3200900200000	9.39%
SNOWFLAKE TOWN	Navajo County	ARIZONA	City	3200900300000	2.94%
TAYLOR TOWN	Navajo County	ARIZONA	City	3200980100000	2.68%

WINSLOW CITY	Navajo County	ARIZONA	City	3200900400000	6.19%
PIMA COUNTY					
PIMA COUNTY	Pima County	ARIZONA	County	3101001000000	72.19%
MARANA TOWN	Pima County	ARIZONA	City	3201090200000	2.06%
ORO VALLEY TOWN	Pima County	ARIZONA	City	3201090100000	1.72%
SAHUARITA TOWN	Pima County	ARIZONA	City	3201020100000	0.81%
SOUTH TUCSON CITY	Pima County	ARIZONA	City	3201000100000	0.31%
TUCSON CITY	Pima County	ARIZONA	City	3201000200000	22.91%
PINAL COUNTY					
PINAL COUNTY	Pinal County	ARIZONA	County	3101101100000	53.01%
CASA GRANDE CITY	Pinal County	ARIZONA	City	3201100100000	5.54%
COOLIDGE CITY	Pinal County	ARIZONA	City	3201100200000	1.68%
ELOY CITY	Pinal County	ARIZONA	City	3201100300000	34.98%
FLORENCE TOWN	Pinal County	ARIZONA	City	3201100400000	1.19%
KEARNY TOWN	Pinal County	ARIZONA	City	3201150100000	0.28%
MAMMOTH TOWN	Pinal County	ARIZONA	City	3201150200000	0.16%
MARICOPA CITY	Pinal County	ARIZONA	City	3201110100000	2.73%
SUPERIOR TOWN	Pinal County	ARIZONA	City	3201190100000	0.44%
SANTA CRUZ COUNTY					
SANTA CRUZ COUNTY	Santa Cruz County	ARIZONA	County	3101201200000	76.78%
NOGALES CITY	Santa Cruz County	ARIZONA	City	3201200100000	22.55%
PATAGONIA TOWN	Santa Cruz County	ARIZONA	City	3201200200000	0.67%
YAVAPAI COUNTY					
YAVAPAI COUNTY	Yavapai County	ARIZONA	County	3101301300000	69.31%
CAMP VERDE TOWN	Yavapai County	ARIZONA	City	3201340100000	0.97%
CHINO VALLEY TOWN	Yavapai County	ARIZONA	City	3201380100000	0.68%
CLARKDALE TOWN	Yavapai County	ARIZONA	City	3201350100000	0.72%
COTTONWOOD CITY	Yavapai County	ARIZONA	City	3201350200000	4.89%

DEWEY-HUMBOLDT TOWN	Yavapai County	ARIZONA	City	3201310100000	1.54%
JEROME TOWN	Yavapai County	ARIZONA	City	3201300100000	0.03%
PRESCOTT CITY	Yavapai County	ARIZONA	City	3201300200000	13.79%
PRESCOTT VALLEY TOWN	Yavapai County	ARIZONA	City	3201360100000	8.09%
YUMA COUNTY					
YUMA COUNTY	Yuma County	ARIZONA	County	3101401400000	66.03%
SAN LUIS CITY	Yuma County	ARIZONA	City	3201460100000	4.80%
SOMERTON CITY	Yuma County	ARIZONA	City	3201400200000	2.24%
WELLTON TOWN	Yuma County	ARIZONA	City	3201480100000	0.61%
YUMA CITY	Yuma County	ARIZONA	City	3201400300000	26.32%

Exhibit D

Exhibit D	
Percent Participation of Cities	**Award**
0	0%
5	2%
10	4%
15	6%
20	8%
25	10%
30	12%
35	14%
40	16%
45	18%
50	20%
55	22%
60	24%
65	26%
70	28%
75	30%
80	32%
85	34%
90	36%
95	38%
100	40%

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 2021 Contact Person: Trever Fleetham
Submitting Department: Community Development District: Citywide
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of a proposed Text Amendment to Chapter 109 of the Surprise Land Development Ordinance regarding Billboard Signs; Ordinance #2021-15; Case FS21-147.

Motion:
I move to approve Ordinance #2021-15.

Background:
Rhett Cooney of Boulevard Media seeks an amendment to Chapter 109 of the Surprise Municipal Code regarding Billboard Signs. The proposed Text Amendment, if approved, would amend the manner in which such signs are regulated within the City of Surprise, specific to a short segment of the Loop 303 in District 1. The matter was heard at the July 15, 2021 Planning and Zoning Commission hearing and was scheduled for public hearing at the August 17, 2021 City Council; however, at the request of the applicant, the matter was continued to a date certain of October 19, 2021 so the matter could be discussed during the work session on September 21, 2021.

Objective Analysis:
The complete language as proposed by the applicant is included as attachments to this report, but is summarized here:
- Section 109-1.7 A, Table 109-1a – revised to include billboards in certain zoning districts
- Section 109-1.7F.11 – revised to remove billboards as a prohibited use
- Section 109-1.9C.9 – revised to establish specific time, place and manner requirements specific to billboards
- Section 109-1.11 – revised to clarify the use of electronic messaging on billboards

Attachment 04a includes staff-proposed changes to the language that identifies the beginning and ending points for the actual corridor. These proposed changes are intended to provide clarity and do not affect the intent of the applicant's proposal. Based on Commission input, however, Attachment 04b also includes provisions that 1) limit the number of Billboards to one (1) within the specified corridor, and 2) limits the height of the billboard to 45'.

Policy Compliant:

The City's goal is to balance business needs with aesthetics, while meeting the requirements of law.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 FS121-147 Billboard Signs 10-19-21 CCWS Staff Report
2. 01 FS21-147 Billboard Signs Text Amendment Applicant Narrative
3. 02 FS21-147 Applicant Response Letter w Outreach Summary_Redacted
4. 03 - FS21-147 SMC Section 109-1.7 Permitted and Prohibited Signs RE BILLBOARDS Leg-Edit
5. 04a - FS21-147 SMC Section 109-1.9 Sign Classifications and Types RE BILLBOARDS (limiting number of signs to three) Leg-Edit (5)
6. 04b - FS21-147 SMC Section 109-1.9 Sign Classifications and Types RE BILLBOARDS (limiting number of signs to one at 45 foot height) Leg-Edit
7. 05 - FS21-147 SMC Section 109-1.11 Electronic Messaging RE BILLBOARDS Leg-Edit
8. FS21-147 Billboard Signs ORDINANCE 2021-15 (limit to 1)
9. FS21-147 Billboard Signs ORDINANCE 2021-15 (max 3 signs)
10. All Comments as of 08-30-21_REDACTED
11. 09-20-21 Comments _Redacted
12. FS21-147 Billboard Signs 10-19-21 CC

SURPRISE
ARIZONA

TEXT AMENDMENT

REPORT TO THE CITY COUNCIL

Case:	**FS21-147**
Project Name:	Billboard Signs
Council District:	All
Meeting Date:	**October 19, 2021**
Planner:	Robert H. Kuhfuss, AICP

Applicant:	Rhett Cooney, Boulevard Media Co.
Request:	Text Amendment to Chapter 109 of the Surprise Land Development Ordinance regarding Billboard Signs
Location:	Citywide *
Support/Opposition:	Some support, considerable opposition
Commission Recommendation:	**Approve** the requested Text Amendment with provisions that 1) limit the number of billboards to one (1) within the specified corridor and 2) limit the height of the billboard to 45'.
Alternative Actions:	**Approve** the Text Amendment per the Planning Commission recommendation stated above
	Approve the Text Amendment with alternative language
	Deny the Proposed Text Amendment

* Note: While the subject Text Amendment involves proposed changes to the LDO, if approved, the affected properties are exclusive to District 1.

PROJECT DESCRIPTION:

Rhett Cooney of Boulevard Media seeks an amendment to Chapter 109 of the Surprise Municipal Code regarding Billboard Signs. The proposed Text Amendment, if approved, would amend the manner in which such signs are regulated within the City of Surprise, specific to a short segment of the Loop 303 in District 1.

BACKGROUND:

April 16, 2015: Staff began the overhaul of the Sign Code as previously written in Chapter 113 of the Surprise Municipal Code (SMC).

March 6, 2018: The City Council approved the amended Chapter 113 Sign Code.

April 5, 2018: The new Sign Code per Chapter 113 went into effect.

December 15, 2020: The City Council approved the Land Development Ordinance (LDO), at which time Chapter 113 of the SMC became Chapter 109 of the LDO.

January 14, 2021: The LDO became effective.

February 4, 2021: Staff discussed the billboard matter during a regular Concept Review meeting under CR20-818.

February 22, 2021: The applicant filed case FS21-147 as it relates to Billboard Signs.

May 12, 2021: The applicant held an outreach meeting to discuss the proposed changes to the Sign Code as they pertain to Billboard Signs.

July 15, 2021: The Planning and Zoning Commission recommended approval of the subject request to the City Council, with provisions limiting the number of billboard signs to one (1) within the specified corridor, and limiting the height of the billboard to 45'.

August 17, 2021: At the request of the applicant, the Council continued the matter to a date-certain of October 19, 2021 so the matter could be discussed during the work session of September 21, 2021.

September 21, 2021: The City Council discussed the matter at a regularly scheduled work session.

OUTREACH:

The applicant held an outreach meeting on Wednesday, May 12, 2021 in both in-person and virtual format. Seven (7) attendees were present in person while one (1) attended virtually. The outreach meeting, as well as the Planning and Zoning Commission hearing, were advertised in accordance with state and local regulations.

Going into the Planning and Zoning Commission hearing of July 15, 2021, staff had received little public input; however, since that date staff has received copious opposition and one item of support. The reasons given for opposition are summarized below:

- 34 items received
    - 5 instances of concern over the physical look
    - 4 instances of concerns over dark skies
    - 20 instances of concern over scenic view / desert beauty
    - 9 instances of concern over driver distraction
    - 7 instances where no reason was given

During the Work Session of September 21, 2021, several members of the public expressed opposition to the request.

DISCUSSION:

During the re-write of the Sign Code back in the 2015-2018 timeframe, members of the billboard industry approached staff regarding the possibility of including permissive language in the Sign Code that would allow Billboards. Staff presented the idea to the Planning and Zoning Commission who were amenable to the idea as long as it was on a limited basis. Staff, with the assistance of the billboard community, and with input from stakeholders, prepared draft language for the Commission's consideration. After considerable discussion, the Billboard language was revised and forwarded to the City Council for consideration; however, the Council rejected the idea and opted to approve a version of the Sign Code that specifically prohibited billboards anywhere within the City of Surprise.

The billboard language considered by the Commission in 2018, if approved, would have allowed billboards in certain segments of the Grand Avenue corridor as well as a short segment of the north Loop 303 corridor. The applicant's current proposal contains similar language pertaining to the north Loop 303 corridor, but deliberately excludes the Grand Avenue Corridor. The proposed text also increases the maximum height of a billboard sign to 45' above the edge of pavement as opposed to 30' as was the case with the original language back in 2018. The complete language as proposed by the applicant is included as attachments to this report, however is summarized here:

- Section 109-1.7 A, Table 109-1a – revised to include billboards in certain zoning districts
- Section 109-1.7F.11 – revised to remove billboards as a prohibited use
- Section 109-1.9C.9 – revised to establish specific time, place and manner requirements specific to billboards
- Section 109-1.11 – revised to clarify the use of electronic messaging on billboards

Attachment **04a** includes staff-proposed changes to the language that identifies the beginning and ending points for the actual corridor. These proposed changes are intended to provide clarity and do not affect the intent of the applicant's proposal. Based on Commission input, however, Attachment **04b** also includes provisions that 1) limit the number of Billboards to one (1) within the specified corridor, and 2) limits the height of the billboard to 45'.

FINDINGS:

- The proposed changes are consistent with state statute.
- The proposed changes are compliant with applicable case law regarding signs and the 1st Amendment.

COMMISSION RECOMMENDATION:

Approve the requested Text Amendment with provisions that 1) limit the number of billboards to one (1) within the specified corridor and 2) limit the height of the billboard to 45'.

ALTERNATIVE ACTIONS:

Approve the Text Amendment per the Planning Commission recommendation stated above

Approve the Text Amendment with alternative language

Deny the Proposed Text Amendment

ATTACHMENTS:

01 – Applicant's Narrative
02 – Applicant Response to Comments Letters/Outreach Summary
03 – SMC Section 109-1.7 Permitted and Prohibited Signs, leg-edit format
04a – SMC Section 109-1.9 Sign Classifications and Types, leg-edit format
04b – SMC Section 109-1.9 Sign Classifications and Types, leg-edit format (limiting number and height of sign)
05 – SMC Section 109-1.11 Electronic Messaging Centers, leg-edit format
Opposition

TIFFANY & BOSCO P.A.

Project Narrative

Proposed Text Amendment

Land Development Ordinance

February 18, 2021

Description of Request

We represent Rhett Cooney of Boulevard Media Company and their request for a Text Amendment to Chapter 109 of the City of Surprise (City) Land Development Ordinance (LDO). The purpose of this request is to update the current language within the City LDO and proposes additional usage, such as billboards and including digital billboards, which are currently prohibited. This Text Amendment will amend Chapter 109 - Signs with the proposed changes and additions.

1. Adding billboards as permitted use in Section 109-1.7 A. Table 109-1a Permitted Signs-Freestanding Ground Signs.

2. Striking billboards as a prohibited use in 109-1.7 F.11.

3. Adding criteria under which billboards will be allowed in Section 109-1.9 C.9 (see attached Billboard Signs).

4. Adding language in Section 109-1.11 6.

The proposed Text Amendment changes are attached.

Project Location

The proposed Text Amendment would allow for billboards in a very limited portion of the City along a very short stretch of State Route Loop 303. The specific location where billboards may be allowed (after receiving a conditional use permit from the City Council) are within three (3) privately owned parcels along the north side of the State Route 303 Corridor between the City boundary on the east and where a significant power line corridor bisects properties along the north side of the freeway (see specific sign location details within the attached proposed text amendment – Section 109-1.9). This limited area is generally located along the east/west portion of the Loop 303 along the north side of the

RECEIVED
02/22/2021

freeway, north of the Sun City master planned community. Please refer to the specific text of the Text Amendment for the specific location for potential billboard locations.

Historical Data

There is not much historical data on billboards in Surprise, other than the LDO and previous Surprise Unified Development Code (SUDC) prohibited billboards as part of the sign code. In 2018, there was an attempt to include billboards as part of the sign code. The process included proposed billboard locations in the same general area along the Loop 303 and some opportunities for billboards along Grand Avenue. The 2018 text amendment received City staff and Planning & Zoning Commission support. The proposed billboard portion of the sign code text amendment was removed by the City Council at their February 6, 2018 public hearing. Nearby communities and Maricopa County have varying billboard ordinances.

Operational Aspect of Use

The proposal is to allow for a very limited area of potential billboard locations along the east/west stretch of the Loop 303 within the City of Surprise. There are only a few privately owned parcels in the City limits along this stretch of the freeway that meet the specific locational criteria. The entire southern side of the Loop 303 has tall sound walls that act as a barrier to viewing any proposed billboard along the north side of the freeway. Other than the specific approximately 4,500 feet of distance along the north side of the freeway, no billboards are proposed for any location within the entire City with this Text Amendment.

Infrastructure

The proposed Text Amendment does not affect any City infrastructure or City maintenance costs.

Phasing

No phasing is needed or required.

TIFFANY & BOSCO P.A.

Robert Kuhfuss
Development Department
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

RE: FS21-147

Dear Mr. Kuhfuss:

The following is our responses to Staff's comments regarding FS21-147 Billboard Text Amendment.

A. GENERAL COMMENTS:

PLANNING:

1. These comments should in no way be construed as staff support, but rather an attempt to provide clarity should the proposed Text Amendment be adopted.
   Response: So noted.

2. Additional revisions may be warranted as the proposal moves through the stakeholder process
   Response: So noted.

B. The **Citizen Participation Plan** prepared by Tiffany & Bosco and received February 22, 2021, will be revised and submitted for review to include the following modifications:

PLANNING:

1. This document seems to be written based off obsolete language found in the SUDC. Revise the document relative Article 2 (specifically Table 102-2a) and Article 3 of the LDO.
   Response: Document has been revised.

2. Discuss how you intend to conduct Neighborhood Meeting as required by Section 102-3.2 of the LDO.
   Response: We held a hybrid (in-person and virtual) open house on May 12, 2021 at 6pm at the Asante elementary school in Surprise, AZ. There were three (3) members from the public, two (2) City Councilmembers and two (2) City staff members. There was one (1) person in attendance on-line as the open house was a hybrid of in-person and virtual. The person on-line was a City of Glendale staff member monitoring the text amendments progress. There was a great discussion among the participants on the make-up of the proposed Land Development Code verbiage, location questions, billboard sign operational characteristics and other relevant issues with allowing billboards along this portion of the Loop 303. There was only one (1) comment card left behind. Please see attached Citizen Participation Report.

3. Indicate the date of revision.
   Response: The Citizen Participation report was updated on May 17, 2021.

C. The **Narrative Report** prepared by Tiffany & Bosco and received February 22, 2021, will be revised and submitted for review to include the following modifications:

PLANNING:

1. Indicate the date of revision:
   Response: Narrative Report updated May 19, 2021.

SECTION 109-1.7A EXHIBIT:

2. Add language to Table 109.A that allows for Billboards in Commercial and Industrial zoning districts with a CUP. Include the reference to Section 109- 1.9(c)(9) in the left hand column. (You may annotate a screen shot if that is easier and I will format later.)
   Response: Updated and included with this resubmittal.

SECTION 109-1.9 EXHIBIT:

3. In Paragraph C.9.1, identifying the western and eastern limits of the corridor might be made clearer if you state "…extending from the West line of Range 1 West of the Gila and Salt River Base and Meridian and extending in an easterly direction a distance of approximately 1 mile to the east line of Range 1 West of said Base and Meridian."
   Response: Updated.

4. With the corridor limited to approximately 1 mile, Paragraph 1.b is not necessary.
   Response: So noted.

5. Under Paragraph 2, delete the phrase "…regardless of the corridor in which it is located."
   Response: Updated.

6. Under Paragraph 2.a, add that billboards may be located in Commercial or Industrial zoning districts, and only within the specified Corridor.
   Response: Updated.

7. Paragraph 2.b regarding the railroad is also not necessary.
   Response: So noted.

8. Under Paragraph 2.e, you state 1,760' separation. How many billboards are you seeking? Will that separation distance allow that number of billboards?
   Response: With the proposed separation of 1,760', approximately three (3) billboards will be allowed.

9. Under Paragraph 3, delete the phrase "…regardless of the corridor in which it is located."
   Response: Updated.

10. In Paragraph 3.c, add the various dimensions to the drawing. Since there is only one corridor, no need for the table.
    Response: Updated.

11. In Paragraph 3.d, add the various dimensions to the drawing.
    Response: Updated.

Please let me know if you need any other changes to the proposed billboard text amendment. Please let us know the soonest we can be scheduled for a Planning & Zoning Commission hearing for this text amendment proposal. Thank you.

Sincerely,



Kurt Jones, AICP

CC: Rhett Cooney

TIFFANY & BOSCO P.A.

Citizen Participation Plan & Report

Proposed Text Amendment

Land Development Ordinance

May 17, 2021

Background

The City of Surprise (City) requires a citizen participation process and report for applications such as this text amendment to the City's Land Development Ordinance (LDO). The purpose of the citizen review process is to:

Ensure that applicants pursue early and effective citizen participation in conjunction with their applications, giving them the opportunity to understand and try to mitigate any real or perceived impacts their application may have on the community;

Ensure that the citizens and property owners of the city have an adequate opportunity to learn about applications that may affect them and to work with applicants to resolve concerns at an early stage of the process; and

Facilitate ongoing communication between the applicant, interested citizens and property owners, city staff, and elected officials throughout the application review process.

The citizen review process is not intended to produce complete consensus on all applications, but to encourage applicants to be good neighbors and to allow for informed decision-making.

Proposed Billboard Text Amendment – Citizen Participation Plan & Report

The request is for a Text Amendment to Chapter 109 of the City of Surprise (City) Land Development Ordinance (LDO). The purpose of this request is to update the current language within the City LDO and proposes additional usage, such as billboards and including digital billboards, which are currently prohibited. This Text Amendment will amend Chapter 109 - Signs with the proposed changes and additions.

1. Adding billboards as permitted use in Section 109-1.7 A. Table 109-1a Permitted Signs-Freestanding Ground Signs.
2. Striking billboards as a prohibited use in 109-1.7 F.11.
3. Adding criteria under which billboards will be allowed in Section 109-1.9 C.9 (see attached Billboard Signs).

Camelback Esplanade II, Seventh Floor
2525 East Camelback Road
Phoenix, Arizona 85016-4229

602.255.6000 Phone
602.255.0103 Fax

4. Adding language in Section 109-1.11 6.

We intend to meet the City's notification requirements, which are:

- Notice of the citizen review meeting shall be provided by the planning and zoning division in the form of a public notice to the following, when applicable:
  - The notice shall be published at least once in a newspaper of general circulation published or circulated in the municipality at least 15 days prior to the meeting date. **City initiated.**
  - For applications involving rezoning of land or text amendments which abuts other municipalities or unincorporated areas of the county or a combination thereof, copies of the notice shall be transmitted to the planning agency of such governmental unit butting such land. **City initiated.**
  - For applications involving rezoning, subdividing, planned unit developments, site plans with uses permitted on a conditional basis, and legislative matters including text amendments, all real property owners within a 200-foot or 300-foot radius, the city shall send copies of the notice by first class mail, no less than seven days prior to the hearing. We noticed at 300 feet. **City initiated.**
  - Any village committee or special community group which is located in the area of the proposed public hearing request or has considerable interest in the nature of the application; **See City initiated list.**
  - The head of any homeowner's association or registered neighborhood within the public notice area established in item (3) indicated above. **See City initiated list.**

Site Posting

The site was posted for the proposed Text Amendment in the one location which would allow for the proposed billboards. These signs are on a local dirt road leading to the sites adjacent to the Loop 303. You can see the one (1) of the sites posting signs from the Loop 303, but the sign is unreadable because of the distance from the travel lanes and vehicle speeds on the freeway. Refer to ***Tab 1*** for the site posting locations. Refer to ***Tab 2*** for the site posting language and affidavit of posting.

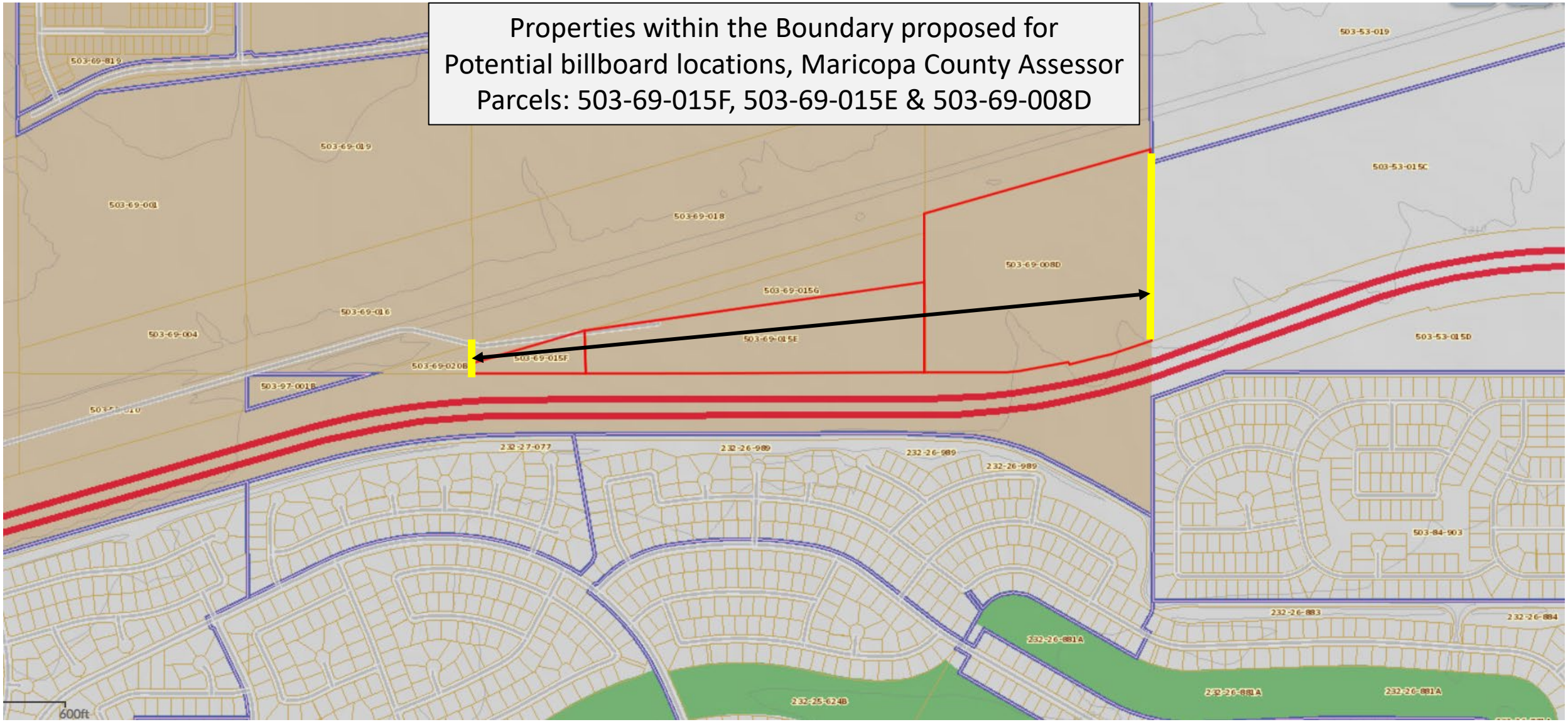
Participation Report.

An open house was held on May 12, 2021 at 6pm at the Asante elementary school in Surprise, AZ. There were three (3) members from the public, two (2) City Councilmembers and two (2) City staff members. There was one (1) person in attendance on-line as the open house was a hybrid of in-person and virtual. The person on-line was a City of Glendale staff member monitoring the text amendments progress. There was a great discussion among the participants on the make-up of the proposed Land Development Code verbiage, location questions, billboard sign operational characteristics and other relevant issues with allowing billboards along this portion of the Loop 303.

There was only one (1) comment card left behind which is attached at ***Tab 3.*** We have committed to working through many of the discussion points during the virtual open house and we will continue to

follow up with the in-person and virtual attendees if requested. We have been working cooperatively with City staff on the text amendment request and will continue to work towards public hearings on the proposed request. If we are contacted by any neighbors or stakeholders after we have submitted this citizen participation report to the City, we will reach out to them and provide updates to the City staff with an amended report.

TAB 1


Properties within the Boundary proposed for
Potential billboard locations, Maricopa County Assessor
Parcels: 503-69-015F, 503-69-015E & 503-69-008D
503-69-819
503-69-019
503-69-001
503-69-018
503-69-008D
503-69-015G
503-69-016
503-69-004
503-69-015E
503-69-015F
503-69-020B
503-97-001B
503-53-019
503-53-015C
503-53-015D
232-27-077
232-26-989
232-26-989
232-26-989
503-84-903
232-26-883
232-26-884
232-26-881A
232-26-881A
232-26-881A
232-25-624B
600ft



★ - Proposed sign locations

TAB 2


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: May 12, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria
23251 N 166th Dr., Surprise, AZ 85387
OR Please join my meeting from your computer, tablet or smartphone.
https://www.gotomeet.me/TBZoning/neighborhood-mtg-billboard
You can also dial in using your phone.
UnitedStates: +1 (312) 757-3121
AccessCode: 461-861-317
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 North Civic Center
Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 North Civic Center
Plaza Surprise, AZ 85374
Case number: FS21 - 147
Project Name: Billboard Text Amendment
Request:The applicant is requesting to amend the City of Surprise Land Development Ordinance, specifically Section 109, to allow for limited areas for billboards along a specific portion of the Loop 303 freeway within the City of Surprise - Case FS21 - 147
For more information and to confirm dates, call: 623- 222-3011
Surpriseaz.gov
4/23/21 13:59:03


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Neighborhood Meeting
Date: May 12, 2021
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For more information and to confirm dates, call: 623- 222-3011
Surpriseaz.gov
4/23/21 13:59:26


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For more information and to confirm dates, call: 623- 222-3011
Surpriseaz.gov
4/23/21 14:41:11


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Surpriseaz.gov
4/23/21 14:41:41

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS21-147

Applicant Name:

Location: 14102 W. Pinnacle Peak Rd & 14210 W Pinnacle Peak Rd

Date Site Posted: April 23rd, 2021

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Maria Hitt — 4-23-2021

Applicant/Representative Signature — Date

This instrument was acknowledged before me on this 23rd day of April, 2021, and by Maria Hitt. I witness whereof I hereunto set my hand and official seal.

MaryBeth Conrad

Notary Public

10-25-2024

My commission expires

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024

TAB 3

COMMENT CARD

NAME: Andy Cepon

ADDRESS: [redacted]

COMMENT: In addition to the City getting 1 of the 8 "cycles" to promote/advertise the City/City Events there must be an on going revenue share component.

Please Send Comment Card or Contact Us with Additional Comments or Questions

Kurt Jones
2525 E Camelback Road – Seventh Floor
Phoenix, AZ 85016
602-452-2729, kajones@tblaw.com

Case FS21-147
Billboard Text Amendment
Applicant: Tiffany Bosco, P.A.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 5/12/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
Susan Draper	[redacted]	[redacted]	
Ally Clerc			
Andy Cepon	[redacted]		

Case FS21-147
Billboard Text Amendment
Applicant: Tiffany Bosco, P.A.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 5/12/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
Roland Wentz	City Hall	[redacted]	
Jane Peiffer	[redacted]		

TIFFANY & BOSCO P.A.

Project Narrative

Proposed Text Amendment

Land Development Ordinance

February 18, 2021
Revised May 19, 2021

Description of Request

We represent Rhett Cooney of Boulevard Media Company and their request for a Text Amendment to Chapter 109 of the City of Surprise (City) Land Development Ordinance (LDO). The purpose of this request is to update the current language within the City LDO and proposes additional usage, such as billboards and including digital billboards, which are currently prohibited. This Text Amendment will amend Chapter 109 - Signs with the proposed changes and additions.

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4. Adding language in Section 109-1.11 6.

The proposed Text Amendment changes are attached.

Project Location

The proposed Text Amendment would allow for billboards in a very limited portion of the City along a very short stretch of State Route Loop 303. The specific location where billboards may be allowed (after receiving a conditional use permit from the City Council) are within three (3) privately owned parcels along the north side of the State Route 303 Corridor between the City boundary on the east and where a significant power line corridor bisects properties along the north side of the freeway (see specific sign location details within the attached proposed text amendment – Section 109-1.9). This limited area is

generally located along the east/west portion of the Loop 303 along the north side of the freeway, north of the Sun City master planned community. Please refer to the specific text of the Text Amendment for the specific location for potential billboard locations.

Historical Data

There is not much historical data on billboards in Surprise, other than the LDO and previous Surprise Unified Development Code (SUDC) prohibited billboards as part of the sign code. In 2018, there was an attempt to include billboards as part of the sign code. The process included proposed billboard locations in the same general area along the Loop 303 and some opportunities for billboards along Grand Avenue. The 2018 text amendment received City staff and Planning & Zoning Commission support. The proposed billboard portion of the sign code text amendment was removed by the City Council at their February 6, 2018 public hearing. Nearby communities and Maricopa County have varying billboard ordinances.

Operational Aspect of Use

The proposal is to allow for a very limited area of potential billboard locations along the east/west stretch of the Loop 303 within the City of Surprise. There are only a few privately owned parcels in the City limits along this stretch of the freeway that meet the specific locational criteria. The entire southern side of the Loop 303 has tall sound walls that act as a barrier to viewing any proposed billboard along the north side of the freeway. Other than the specific approximately 4,500 feet of distance along the north side of the freeway, no billboards are proposed for any location within the entire City with this Text Amendment.

Infrastructure

The proposed Text Amendment does not affect any City infrastructure or City maintenance costs.

Phasing

No phasing is needed or required.

TABLE 109-1a PERMITTED SIGNS (P = permitted, shaded cell = not permitted, C = conditional use permit)											
Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
	Monument Signs)										
109-1.9(c)(5)	Class VI Monument Signs (Major Monument Signs)				P	P	P		P		P
109-1.9(c)(6)	Roadway Arch Signs	P	P				P		P		
109-1.9(c)(7)	Subdivision Perimeter Wall Signs			P	P	P	P				P
109-1.9(c)(8)	Freeway Monument Signs						C				
OTHER SIGNAGE											
109-1.11	Level 1 Electronic Messaging			P	P	P	P	P	P		P
109-1.11	Level 2 Electronic Messaging				P	P	P		P		P
109-1.12	Reader Panels			P	P	P	P	P	P		P
109-1.13	Address Identification			P	P	P	P	P	P	P	P
109-1.14	Flags and Flagpoles			P	P	P	P	P	P		P
109-1.15	Billboards						C[1]				

[1] Refer to section 109-1.9 (C) (9)

Revision #1 - 5/19/2021

Section 109-1.9 – Sign Classifications and Types

C.9. Billboard Signs: Billboard Signs may be permitted as outlined in this Section:

1. State Route 303 Corridor: Billboard Signs may be located within that portion of the State Route 303 Corridor between a specific point extending from the southeast corner of Section 9 of the Gila and Salt River Base and Meridian and extending in a westerly direction a distance of 3,960' along the south line of Section 9 ~~located at Latitude 33°41'49" N by Longitude 112°21'35" W and the specific point of Latitude 33°41' 47" N by Longitude 112°22' 22" W~~, subject to prior approval of a Conditional Use Permit in accordance with Chapter 102-6.3 of the Surprise Land Development Ordinance. All billboard signs located within the aforementioned corridor are subject to the provisions in Paragraph 109-1.9.C.9.:

~~a. No billboard sign shall be located within 2,640 feet of the intersection of U.S. 60 and State Route 303, specifically defined as a point located at Longitude 112°24'13"W by Latitude 33°40'49"N.~~

~~b~~a. Billboard signs located within the State Route 303 corridor as defined above shall serve eastbound and/or westbound traffic but shall only be located north of the freeway right-of-way. Further, where a billboard sign is located within the State Route 303 Corridor, at least one (1) sign face shall consist of an Electronic Messaging Center.

~~c~~b. The overall height of a billboard sign within the State Route 303 Corridor shall not exceed forty-five (45) feet as measured from the adjacent roadway to the top of the sign structure, exclusive of architectural embellishments as permitted in this Section.

~~d~~c. The overall dimensions of the sign panel associated with a billboard sign within the State Route 303 Corridor shall not exceed forty-eight (48) feet in width and fourteen (14) feet in height for a total sign area not to exceed 672 square feet, exclusive of architectural embellishments as permitted in this Section.

2. Additional Locational Requirements: The following additional locational requirements apply for all billboard signs ~~regardless of the corridor in which it is located~~:

a. Billboard signs may only be approved within a Planned Area Development (PAD), that portion of the PAD in which the approved land use plan specifically calls out commercial, industrial or employment uses and in Commercial or Industrial zoning districts, and only within the specified Corridor.

~~b. Notwithstanding the Union Pacific Railroad right-of-way, no billboard sign shall be located within 300 feet of a property zoned for residential uses within the City, or any open space tract that is associated with a residential development.~~

~~c~~b. Billboard signs shall not be located closer than twenty (20) feet from the State Route 303 right-of-way line and not further than 200 feet from said right-of-way line.

~~d~~c. No billboard sign shall be approved within 660 feet of any Freeway Monument Sign existing at the time of Conditional Use Permit application for the billboard sign in question.

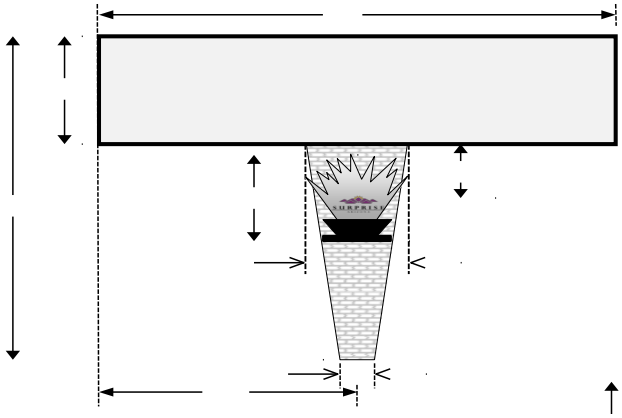
~~e~~d. No billboard sign shall be approved within 1760' of any billboard sign approved or existing at the time of Conditional Use Permit application for the billboard sign in question.

3. Design Requirements: The following design requirements apply for all billboard signs ~~regardless of the corridor in which it is located~~:

a. Billboard Signs may incorporate Level 2 Electronic Messaging Centers as outlined Chapter 109-1.11.6 herein, except that Electronic Messaging Centers used in billboard applications may occupy up to 100% of the allowable sign area of the billboard, exclusive of architectural embellishments as may be permitted or required herein and provided such Electronic Messaging Centers are turned off between 11:00 PM and dawn.

b. Billboard Signs shall be supported by a single pole or column, which shall be dimensionally centered beneath the sign panel and shall incorporate a pole cover comprised of stone, brick or other architecturally compatible material that conceals the structural component of the pole or column. Unless an alternative design is approved by the Planning and Zoning Commission, the pole cover shall be of a trapezoidal shape, with a base width equal to one-third (1/3) the width of the top of the pole cover.

c. Unless an alternative design is approved by the Planning and Zoning Commission, the supporting pole or column shall also include additional architectural embellishments that incorporate the official Primary City of Surprise Logo superimposed onto a stylized agave image. The logo shall be approximately two (2) feet tall by four (4) feet wide. The stylized agave image shall be eight (8) feet high by six (6) feet wide. The vertical center of the arrangement shall be five (5) feet below the lower edge of the sign panel.



A = 48' within the S.R. 303 Corridor

B = 14' within the S.R. 303 Corridor

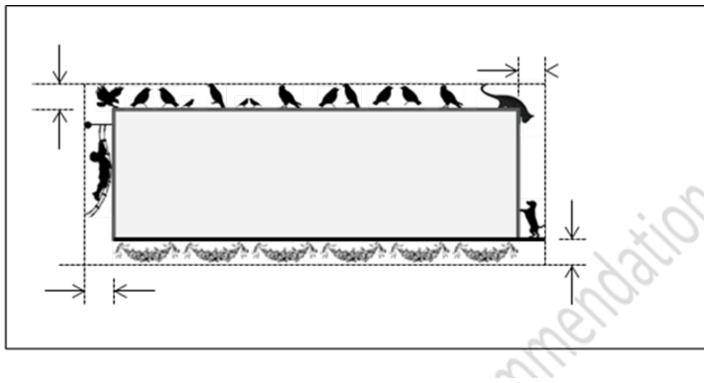
C = 50' within the S.R. 303 Corridor

D =24' within the S.R. 303 Corridor



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d. Artistic or architectural embellishments up to thirty (30) square feet may be attached to the perimeter of the sign panel, provided said embellishments do not extend more than two (2) feet in any direction beyond the face of the sign and do not otherwise obstruct the architectural embellishments as may be required under Paragraph 109-1.9.C.9.c above. ~~A B 5' 8' C 6' 2' D 2' Not to scale 4' Support Pole and Logo A = 48' if within the S.R. 303 Corridor B = 14' if within the S.R. 303 Corridor C = 45' if within the S.R. 303 Corridor D = 24' if within the S.R. 303 Corridor~~



4. Any Conditional Use Permit approval is hereby conditioned upon the applicant obtaining a valid construction permit for the billboard sign approved under said Conditional Use Permit. The applicant shall obtain Certificate of Completion from the City of Surprise within six (6) months of approval of the Conditional Use Permit by the Planning and Zoning Commission. Failure to obtain a Certificate of Completion within the designated time allotment shall render the Conditional Use Permit null and void; however, the City Manager or designee may grant a one-time extension for a period not to exceed six (6) months when in the opinion of the City Manager or designee the circumstances warrant such.

EXHIBIT 3

Section 109-1.7 Permitted and Prohibited Signs re: Billboards

109-1.7 Permitted and prohibited signs.

A Permitted signs by zoning district. Only those sign types and classes that are specifically listed in table 109-1a for each zoning district may be allowed, subject to the provisions outlined elsewhere in this chapter.

TABLE 109-1a PERMITTED SIGNS
(P = permitted, shaded cell = not permitted, C = conditional use permit)

Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
TEMPORARY SIGNS											
109-1.9(a)(2)	Class I Temporary Signs (Small A-Frame Signs)	P	P	P				P			
109-1.9(a)(3)	Class II Temporary Signs (Large A-Frame Signs)					P	P	P	P		
109-1.9(a)(4)	Class III Temporary Signs (Small Post Signs)			P	P	P	P	P	P		P
109-1.9(a)(5)	Class IV Temporary Signs (Large Post Signs)			P	P	P	P	P	P		P
109-1.9(a)(6)	Banner Signs and Festoons			P	P	P	P	P	P		P
109-1.9(a)(7)	Light Pole Banner Signs	P	P		P	P	P	P	P		P
109-1.9(a)(8)	Teardrop Banner Signs			P	P	P	P	P	P	P	P
109-1.9(a)(9)	Sign Walkers	P	P	P	P	P	P	P	P	P	P
109-	Model Home			P				P			

TABLE 109-1a PERMITTED SIGNS (P = permitted, shaded cell = not permitted, C = conditional use permit)											
Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
1.9(a)(10)	Complex Signs										
109-1.9(a)(11)	Residential Subdivision Signs			P				P			
BUILDING MOUNTED SIGNS											
109-1.9(b)(1)	Building Wall Signs			P	P	P	P		P		P
109-1.9(b)(2)	Blade Signs			P	P	P	P		P		P
109-1.9(b)(3)	Canopy Signs				P	P	P		P		P
109-1.9(b)(4)	Marquee Signs						P				P
109-1.9(b)(5)	Awning Signs						P		P		P
109-1.9(b)(6)	Hanging Signs					P	P	P	P		P
109-1.9(b)(7)	Window Signs and Sunscreens			P	P	P	P	P	P		P
FREESTANDING GROUND SIGNS											
109-1.9(c)(1)	Class I Monument Signs (Menu Signs)						P		P		
109-1.9(c)(1)	Class II Monument Signs (Preview Signs)						P		P		
109-1.9(c)(2)	Class III Monument Signs (Directional Signs)	P	P	P	P	P	P	P	P	P	P

TABLE 109-1a PERMITTED SIGNS (P = permitted, shaded cell = not permitted, C = conditional use permit)											
Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
109-1.9(c)(3)	Class IV Monument Signs (Directory Signs)				P	P	P		P		
109-1.9(c)(4)	Class V Monument Signs (Minor Monument Signs)			P	P	P	P		P		P
109-1.9(c)(5)	Class VI Monument Signs (Major Monument Signs)				P	P	P		P		P
109-1.9(c)(6)	Roadway Arch Signs	P	P				P		P		
109-1.9(c)(7)	Subdivision Perimeter Wall Signs			P	P	P	P				P
109-1.9(c)(8)	Freeway Monument Signs						C				
109-1.9(c)(9)	Billboard Signs						C				
OTHER SIGNAGE											
109-1.11	Level 1 Electronic Messaging			P	P	P	P	P	P		P
109-1.11	Level 2 Electronic Messaging				P	P	P		P		P
109-1.12	Reader Panels			P	P	P	P	P	P		P

TABLE 109-1a PERMITTED SIGNS (P = permitted, shaded cell = not permitted, C = conditional use permit)											
Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
109-1.13	Address Identification			P	P	P	P	P	P	P	P
109-1.14	Flags and Flagpoles			P	P	P	P	P	P		P

B Signs in the public street right-of-way. Signs are not permitted within the public street right-of-way, except for those signs erected by, or on behalf of the city, or as otherwise expressly permitted in this chapter.

C Signs in the private street right-of-way. Signs are not permitted within private street rights-of-way, except when associated with an approved planned area development (PAD) or comprehensive sign program (CSP), as required by the city, or as otherwise permitted in this chapter.

D Encroachments. No portion of any sign erected on any property may encroach into the public right-of-way, except as otherwise permitted in this chapter or where expressed written permission is granted by the city to allow said encroachment.

E Signs as an accessory use. All signs must be an accessory use to a primary use. In no case shall a sign be established as a primary use of the property; except that temporary signs as otherwise allowed within a given zoning district are exempt from this provision.

F Prohibited signs. The following sign types are specifically prohibited:

1. *Abandoned signs*, pole signs of a permanent nature, snipe signs, and median signs;

2. Animated signs, flashing, blinking, or rotating signs, festoons, inflatable signs including latex or Mylar balloons, permanent banner signs, pennants, searchlights, streamers, signs other than class 1 monument signs that emit audible sound, and any clearly similar features;

3. Vehicle signs when the vehicle is placed in a location not approved for vehicular parking or storage;

4. Signs containing any words or symbols that would cause confusion because of their resemblance to highway traffic control or direction signals;

5. Merchandise, equipment, products or other items which are not available for purchase, but are intended to attract attention, or for identification or advertising purposes;

6. Signs located on trees, utility poles, public benches, or any other form of public property, or within any public right-of-way, unless explicitly permitted by these regulations;

7. Signs containing vulgar or profane messages, hate speech, or language intended to incite violence;

8. Signs greater than 30 inches in height and which are located within any sight visibility triangle of any street or driveway intersection as required by the Surprise engineering design standards;

9. Signs not expressly permitted as being allowed by right under this chapter, or by specific requirements in another portion of this chapter, or otherwise expressly allowed by the city board of adjustment;

10. Signs placed in locations that are deemed by the city to present a hazard to public safety, obstruct clear vision in the area, or interferes with the requirements of the Americans with Disabilities Act (42 United States Code sections 12101 through 12213 and 47 United States Code sections 225 and 611);

~~11. Billboard signs.~~

G Signs exempt from these regulations. The following signs are exempt from regulation under this chapter:

1. Governmental signs.

2. Any sign that is not visible from another property to the naked eye, provided said sign otherwise meets applicable Building Code requirements and the requirements of sections 109-1.10, 109-1.11 and 109-1.12 herein.

H Violation. Any sign that is not in compliance with this section is in violation of this chapter.

EXHIBIT 4a

Section 109-1.9 Sign Classifications and Types re: Billboards

(Limiting number of billboards to three)

109-1.9 **Sign classifications and types.** The following sign classifications and types as defined in **section 109-1.6** are permitted in the city as outlined in table 109-1a subject to the following "time, place and manner" restrictions.

A. Temporary signs. When allowed, temporary signs shall conform to the following requirements:

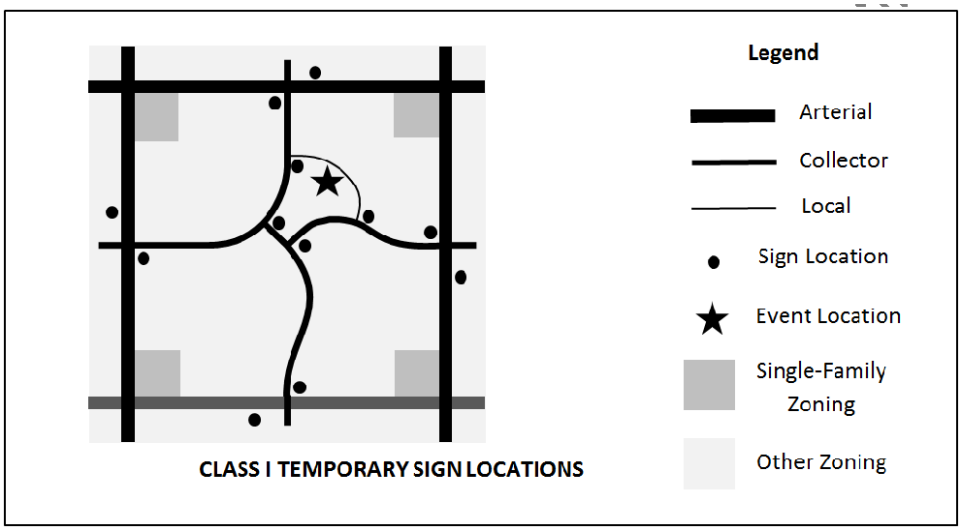
1. *General requirements.*

    a. Temporary signs shall not be illuminated in any manner except by ambient lighting present on the property.
    b. Temporary signs shall include the name and phone number of the contact person responsible for placing the sign.
    c. No temporary sign may interfere with the free movement of pedestrian or vehicular traffic.
    d. The supporting elements for class III temporary signs and class IV temporary signs may be directly buried or inserted into the soil; however, in no case shall concrete, or other permanent attachments to the ground, or attachment to other permanent structure(s) be utilized.

2. *Class I temporary signs (small A-frame signs).* Class I temporary signs, as defined herein, are allowed subject to the general requirements as stated above plus the following:

    a. Class I temporary signs are only allowed in conjunction with a lawful temporary event being held on land zoned for single-family residential uses.
    b. Class I temporary signs may be placed in the following locations when in association with a lawful temporary event occurring on land zoned for single-family residential uses:

        (1) One class I temporary sign at the site of the lawful temporary event,
        (2) One class I temporary sign at each local or collector street intersection leading from the site of the lawful temporary event to the adjacent arterial street grid,
        (3) Two class I temporary signs at the point where the local or collector street intersects with the arterial street. One sign may be located at the corner of the intersection on the side of the arterial street closest to the lawful temporary event. A second sign may be located on the opposite side of the arterial street, provided said sign is no further than 500 feet from the intersection.



CLASS I TEMPORARY SIGN LOCATIONS

c. When allowed, class I temporary signs may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. The sign may be weighted or ballasted; however, no such sign may be affixed to the ground or to any permanent structure.

f. Class I temporary signs may be placed one hour before the start of a lawful temporary event and shall be removed not more than one hour after the end of a lawful temporary event that occurs between the hours of 9:00 a.m. and 6:00 p.m. on Mondays, Tuesdays, Wednesdays, and Thursdays. In addition, class I temporary signs may be placed for any length of time between the hours of 4:00 p.m. Friday and 11:00 p.m. Sunday.

g. If the lawful temporary event being served by the class I temporary sign requires a temporary use permit, the locations of the class I temporary signs shall be included with the application materials.

3. *Class II temporary signs (large A-frame signs and pedestal signs).* Class II temporary signs, as defined herein, are allowed subject to the general requirements as stated above plus the following:

a. Class II temporary signs are only allowed in conjunction with a lawful commercial use including cottage industries, but not home occupations.

b. When a class II temporary sign is being utilized in conjunction with a lawful commercial use, one such sign may be located within 15 feet of the doorway of the customer entrance to the building in which the lawful commercial use is located.

c. When allowed, Class II temporary signs may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. The sign may be weighted or ballasted; however, no such sign may be affixed to the ground or to any permanent structure.

f. Class II temporary signs utilized in conjunction with a lawful commercial use may be displayed during the business hours of the business served by the Class II temporary signs.

4. *Class III temporary signs (small post-signs).*

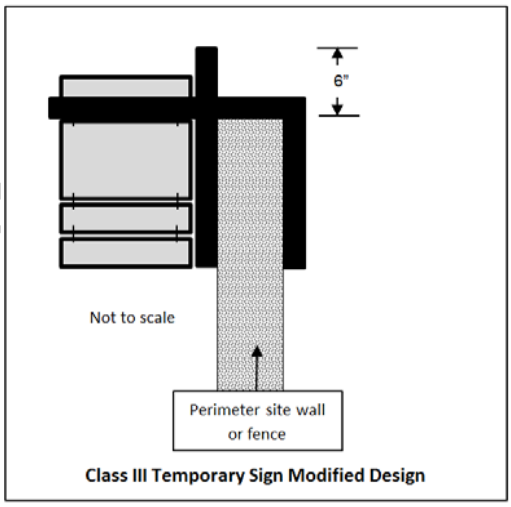
a. Not more than one class III temporary sign meeting the specific requirements outlined in this section is permitted per lot of record except that if said lot abuts more than one street, one additional class III temporary sign meeting said requirements may be erected along each additional street frontage.

b. In the event a property is vacant, additional class III temporary signs may be erected on said property provided the spacing between such signs is not less than 600 feet.

c. Class II temporary signs shall not be located within the street right-of-way, median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. In the event that a lot's perimeter site wall or fence is adjacent to or within 20 feet of a street, the class III temporary sign may be modified to allow the sign to be hung from but not attached to the perimeter site wall or fence provided the sign does not exceed the height of the wall or fence by more than six inches and does not interfere with pedestrian movement.



Class III Temporary Sign Modified Design

5. *Class IV temporary signs (large post-signs).*

   a. Not more than one class IV temporary sign meeting the specific requirements outlined in this section is permitted per lot of record except that if said lot abuts more than one street, one additional class IV temporary sign meeting said requirements may be erected along each additional street frontage, except that class IV temporary signs associated with a public hearing shall not be counted towards this total.
   b. Class IV temporary signs shall not be located within the street right-of-way, median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.
   c. The maximum number of sign panels per sign structure shall not exceed two.

6. *Banner signs and festoons.*

   a. *General.* The following provisions apply to all banner signs and festoons:

      (1) Banner signs shall be equipped with ventilation flaps.
      (2) Banner signs and festoons shall be securely attached to the building or fence, but in no case shall be attached to freestanding poles or vegetation.

   b. *Residential.* Any number of banner signs, festoons or combination thereof are permitted per dwelling unit, provided the aggregate length does not exceed 20 lineal feet and the aggregate area does not exceed 100 square feet.
   c. *Non-residential.* Banner signs and festoons are permitted on properties zoned for non-residential use subject to the following:

      (1) One banner sign may be placed on a building, provided the maximum area of the banner sign shall not exceed one

square foot per linear foot of building elevation, not to exceed 500 square feet.

(2) For a single-tenant building, the width of the banner sign shall not exceed 80 percent of the width of the building elevation onto which the banner sign is attached. For multi-tenant building, the width of the banner sign shall not exceed 80 percent of the leased tenant frontage.

(3) Any number of festoons may be placed on a building provided the festoon contains no advertising copy, the aggregate length does not exceed 20 lineal feet, and the aggregate area does not exceed 100 square feet.

d. *Construction sites and temporary construction yards.* Banner signs are allowed in conjunction with active construction sites and temporary construction yards regardless of zoning, subject to the following:

(1) One or more banner signs may be affixed to the perimeter fence surrounding a construction site or temporary construction yard, provided said banner signs do not extend above the height of the perimeter fence.

(2) Individual banner signs shall not exceed ten feet in length. Where multiple banner signs are utilized in lieu of screening material on a fence surrounding a construction site or temporary construction yard, said signs shall be spaced not less than one foot apart unless the banner sign is fabricated of material with not less than 50 percent visual transparency, in which case this provision shall not apply.

7. *Light pole banner signs.*

a. Light pole banner signs may be attached to light poles when the pole is so equipped to receive such banner, except that in no case shall a light pole banner sign be affixed to a light pole in a public right-of-way without the expressed written permission from the city.

b. The surface area of a single light pole banner sign shall not exceed eight square feet as measured on a single side.

c. When two light pole banner signs are affixed to a single light pole, both light pole banner signs shall be consistent with each other with respect to size and shape so as to create uniformity.

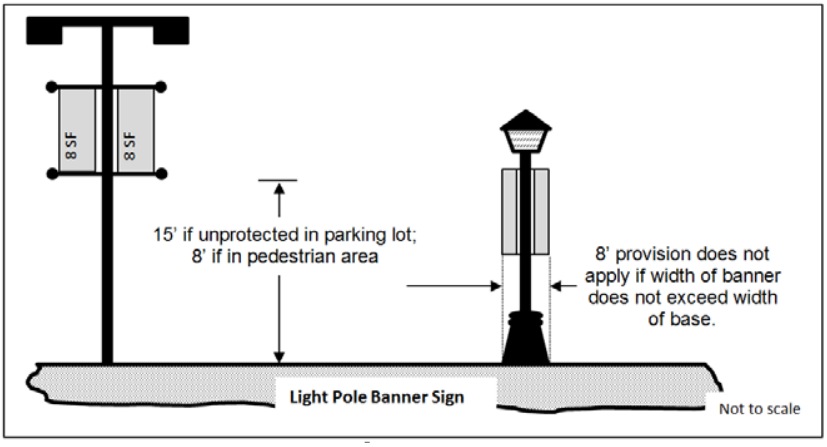
d. When the light pole onto which a light pole banner sign is placed is located within the paved portion of a parking lot, and the light pole base is unprotected from vehicular traffic, the bottom of the light pole banner sign shall be a minimum of 15 feet above the parking surface over which the banner is placed. If the base of the light pole is protected from vehicular traffic, this provision shall not apply.

e. When the light pole is located within a pedestrian area, the bottom of the light pole banner sign shall be a minimum of eight feet above the surface over which the light pole banner sign is placed, unless the light pole banner sign is sufficiently narrow so as to not extend beyond the base of the light pole.

f. Any horizontal supporting members shall either be removed when not in use or shall be of a hinged design and folded into a vertical position when not in use.

g. Light pole banner signs shall not be illuminated in any manner except as incidental to the lighting fixture supported by the light pole.

h. Light pole banner signs shall be equipped with ventilation flaps.



8. *Teardrop banner signs.*

a. Not more than two teardrop banner signs are permitted in conjunction with a lawful temporary event subject to the specific requirements as outlined herein except that in no case shall a teardrop banner sign be allowed on a vacant property.

b. Teardrop banner signs may only be erected on the property on which the lawful temporary event is occurring. In no case shall a teardrop banner sign be located within a public or private right-of-way.

c. No teardrop banner sign shall be located within 15 feet of a pedestrian path, sidewalk, or trail, whether public or private.

d. No teardrop banner sign shall be located within 15 feet of any vehicular parking surface or driveway.

e. No teardrop banner sign shall be located within 50 feet of any public or private right-of-way.

f. The maximum height of the sign structure as measured from the nearest adjacent grade shall not exceed 12 feet with the flag portion of the sign not exceeding 16 square feet.

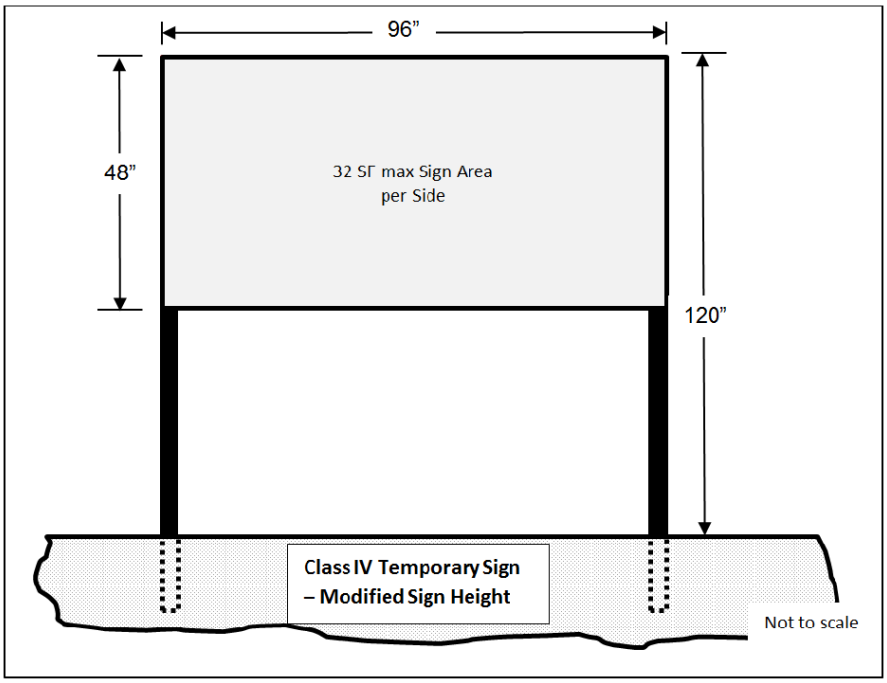
g. The teardrop banner sign shall be supported by a pedestal, which may be weighted or ballasted to prevent being overturned, but in no case shall the supporting sign structure be inserted into the ground.

9. *Sign walkers.* Sign walkers are permitted to operate within the city subject to the following restrictions:

   a. Sign walkers may only operate during daylight hours.
   b. Sign walkers may only operate on a sidewalk intended for pedestrian travel, but shall at no time block the free and unobstructed movement of pedestrians or vehicles.
   c. Sign walkers may carry a maximum of two single-sided signs not exceeding three square feet of sign copy each or one double-sided sign not exceeding 12 square feet of aggregate sign copy; however, in no case shall a sign walker carry any form of electronic messaging.
   d. Sign walkers shall not display a sign in any manner other than by personally holding or wearing said sign.

10. *Model home complex signs.* In addition to other signs that are permitted in association with a single-family residence, a model home complex may employ the following:

   a. One class III temporary sign meeting the requirements of subsection 9(a)(4) herein for each lot located within the boundaries of an approved model home complex. Such signs shall not be illuminated except by ambient lighting.
   b. One class IV temporary sign meeting the requirements of subsection 9(a)(5) herein may be located within the boundaries of the approved model home complex; however, if the model home complex is located adjacent to a collector or arterial street, the overall height of the class IV temporary sign allowed under this paragraph may be increased to 120 inches, provided the sign is designed to withstand windloads as required by the building codes in effect at the time the sign is erected. A class IV temporary sign permitted under this paragraph may be externally illuminated as outlined in section 10.



c. One flagpole not exceeding a height of 45 feet may be erected within the boundaries of the model home complex provided said flagpole is located within the building envelope or within the required front yard of the lot in which it is placed, but not located within any required side or required rear yard. A maximum of two flags may be displayed from said flagpole. The flag and flagpole permitted under this paragraph may be externally illuminated in accordance with **Chapter 107-Article 3** of the Surprise Municipal Code.

d. Two flagpoles not exceeding a height of 20 feet may be erected for each lot located within the boundaries of the approved model home complex. A maximum of one flag may be displayed from each flagpole. Flagpoles permitted under this section may be erected along the perimeter of the model home complex. Flagpoles permitted under this paragraph shall not be illuminated except by ambient lighting.

e. Four additional teardrop banner signs meeting the requirements of subsection 9(a)(8) herein for each lot located within the boundaries of an approved model home complex. Except that subsections 9(a)(8)c., 9(a)(8)d. and 9(a)(8)e. shall not apply. Teardrop banner signs permitted under this section shall not be illuminated except by ambient lighting.

f. One banner sign not exceeding three feet in height and five feet in length may be attached to the trap fence. Said banner sign shall be equipped with ventilation flaps. Banner signs permitted under this paragraph shall not be illuminated except by ambient lighting.

g. One awning sign or canopy sign provided the awning or canopy is limited to the customer entrance to the sales office associated with the approved model home complex. Awning signs or canopy

signs permitted under this paragraph shall not be illuminated except by ambient lighting.

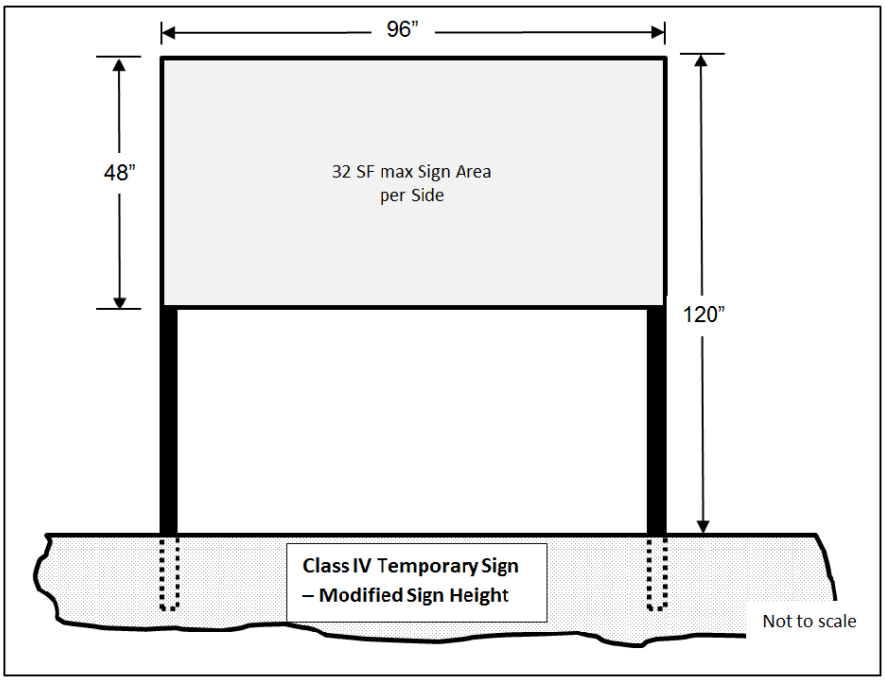
h. One building wall sign not exceeding four square feet may be affixed to the front elevation of the model home sales office facing the street from which the model home complex takes access. Said sign may be externally illuminated or back-lit in accordance with section 10.

i. Information regarding model home signs shall be included with the model home complex application packet to be reviewed and approved with the model home complex. In circumstances where model home complexes in existence as of the effective date of this chapter are to be retrofitted for purposes of implementing signage permitted under this section, an amendment to the approved model home complex is required.

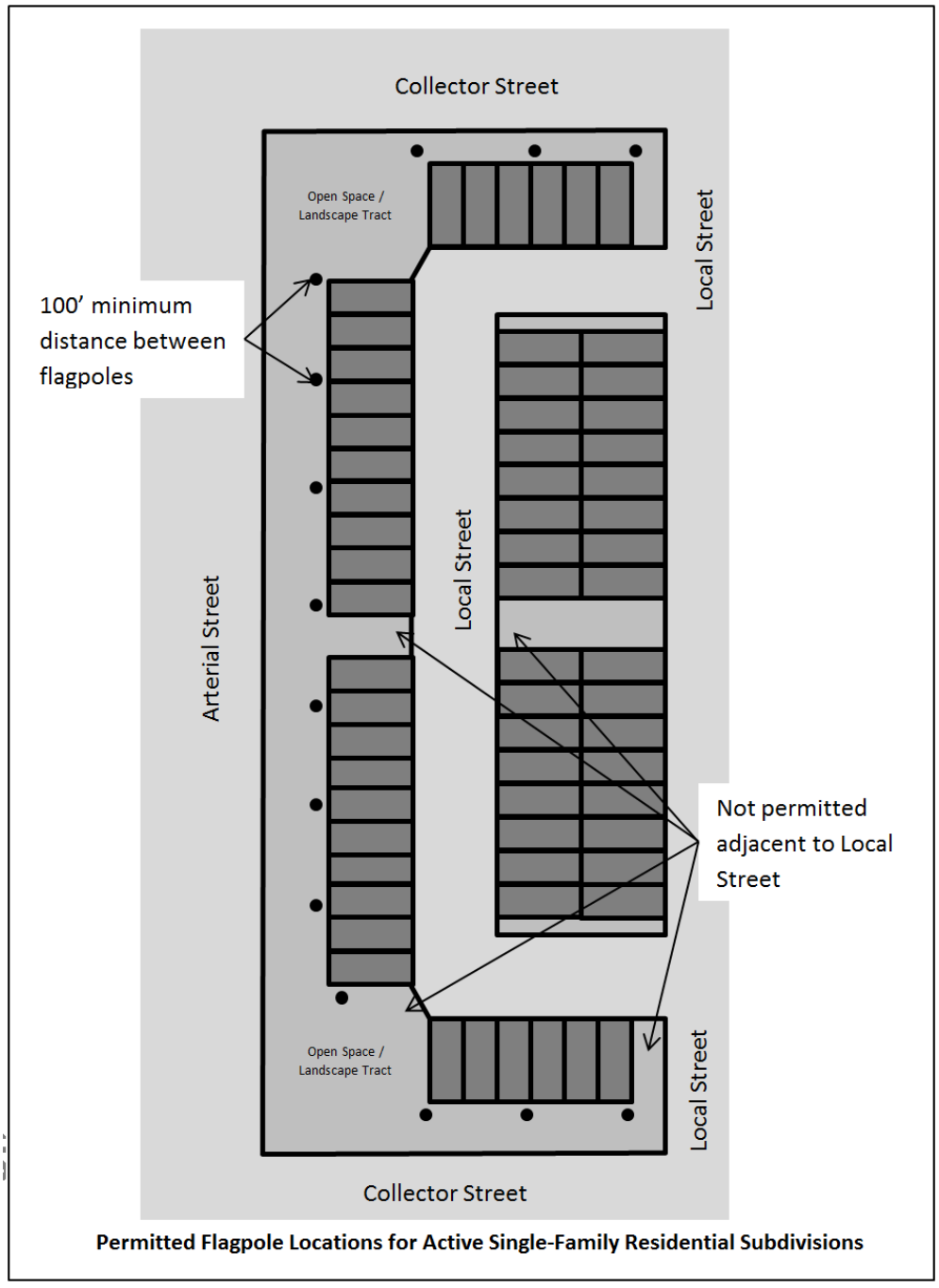
j. All model home signs permitted under this section shall be removed upon the conversion of the model homes to a residential use in accordance with subsection 106-10.29 of the Surprise Municipal Code.

11. *Active single-family residential subdivision signs.* In addition to other signs that may be permitted in association with a model home complex, the following signs are permitted within the boundaries of an active single-family residential subdivision:

a. One class IV temporary sign meeting the requirements of subsection 9(a)(5) herein may be located within the boundaries of an active single-family residential subdivision, provided such sign is located adjacent to a collector street or arterial street. The overall height of the class IV temporary sign allowed under this paragraph may be increased to 120 inches, provided the sign is designed to withstand windloads as required by the building codes in effect at the time the sign is erected. A class IV temporary sign permitted under this paragraph may be externally illuminated as outlined in section 10.



b. Where an active single-family residential subdivision includes an open space tract or landscape tract located adjacent to a collector street or arterial street, a series of flagpoles not exceeding 20 feet in height may be erected within said tract provided said flagpoles are spaced no closer than 100 feet apart; however, flagpoles permitted under this paragraph may not be located adjacent to any local street regardless of the location of the tract relative to the local street. Further, flagpoles permitted under this paragraph may not be illuminated except by ambient lighting.



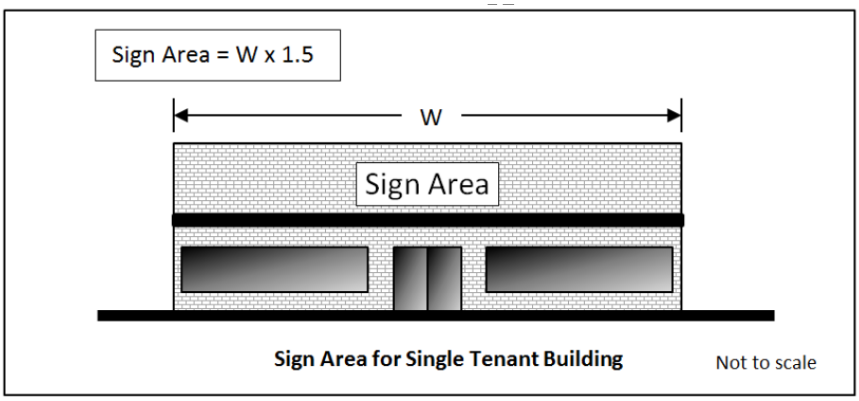
Permitted Flagpole Locations for Active Single-Family Residential Subdivisions

c. All active single-family residential subdivision signs shall be removed upon the close of escrow of the last lot in the subdivision or upon cessation of use, whichever comes first.

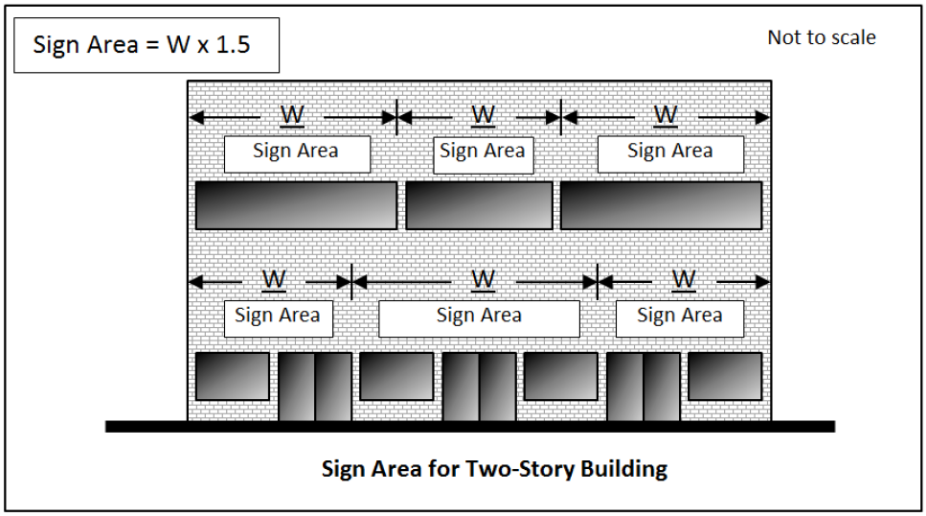
B. *Building-mounted signs.* Building-mounted signs may only be placed on building elevations which face a street or primary parking lot. For purposes of this section, parking areas adjacent to service bays, access drives located behind a building, or alley ways are not considered primary parking areas.

1. *Building wall signs.* In other than residential zoning, building wall signs are permitted on any building elevation of any primary use building, subject to the following:

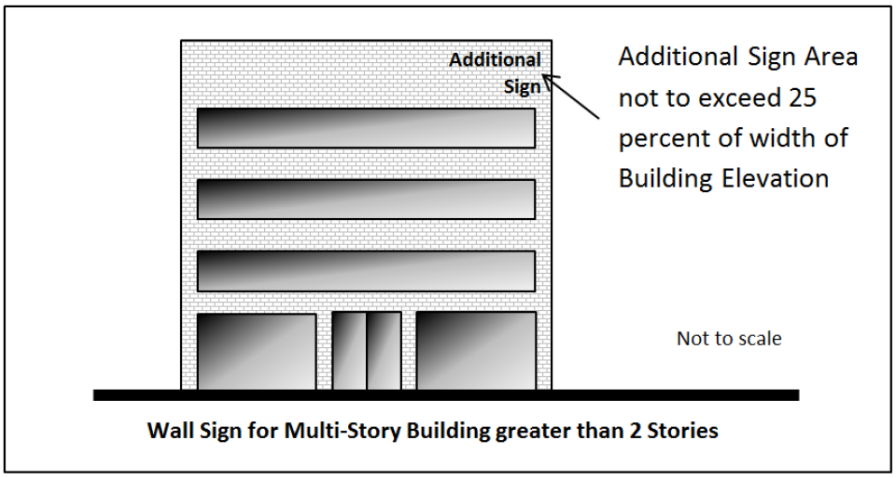
a. For single story, single-tenant buildings, any number of building wall signs may be affixed to any building elevation, provided the aggregate sign area does not exceed one and one-half square foot per one linear foot of building elevation on which the sign is mounted.



b. For two-story office buildings or two-story mixed-use buildings, each tenant who possesses leased tenant frontage on the exterior wall of the building may affix any combination of building wall signs provided the aggregate sign area does not exceed one and one-half square foot per one linear foot of that tenant's leased frontage. In the event a tenant does not possess leased tenant frontage located along the exterior of the building, this provision does not apply.



c. For multi-story buildings greater than two stories one building wall sign, the area of which not exceeding 25 percent of the width of the elevation may be affixed to each building elevation at a location that is nearest the top of the building provided said sign does not extend above the parapet, or in the case of an exposed pitch roof, the drip line of the roof. In no case shall such signs be affixed to an elevator shaft or equipment screening.



d. The sign area of any building wall sign serving an arterial street may be increased by 25 percent when the building is setback at least 600 feet from the public right-of-way and may be further increased an additional 25 percent for each additional 200 feet of setback, up to a maximum of 100 percent, provided the increase in sign area does not cause the sign to be in violation with the other provisions of this section.

e. The maximum width of a building wall sign shall not exceed 80 percent of the leased tenant frontage for a multi-tenant building, or building elevation for a single-tenant building.

f. Building wall signs shall be installed in a manner that does not obscure architectural features such as, but not limited to, pilasters, arches, windows, cornices, pop-outs, decorative trims, moldings, and frieze.

g. Building wall signs may be internally illuminated, externally illuminated, or back-lit, but may not include electronic messaging (EMCs). Further, illumination shall be in accordance with the requirements set forth in section 10.

2. *Blade signs.*

a. One blade sign is permitted per primary use multi-story building located in multi-family, commercial, mixed-use or industrial zoning subject to the specific requirements outlined below.

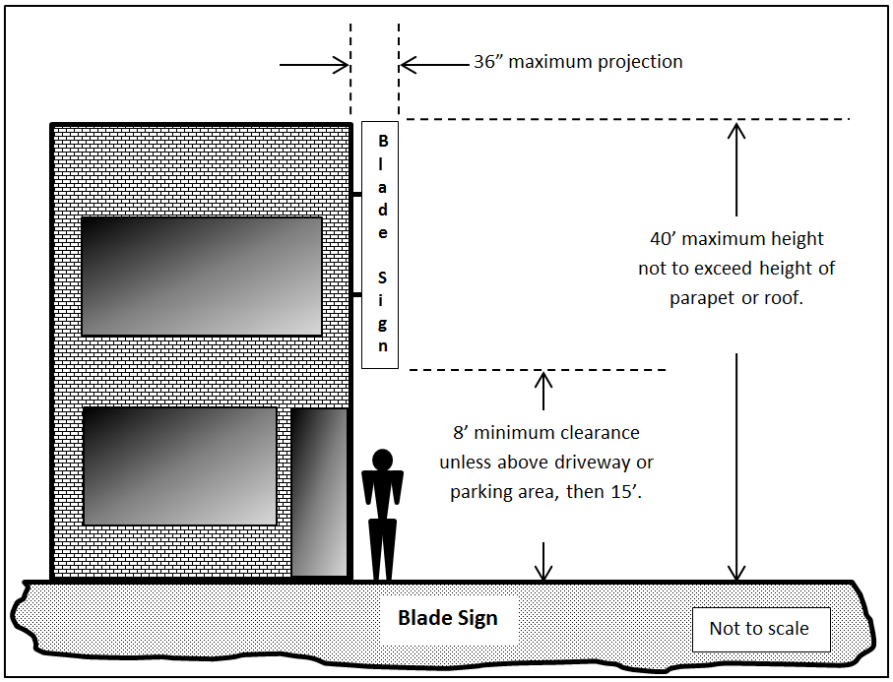
b. When a blade sign extends over a pedestrian area a distance of six inches or more, the bottom of the sign shall not be any closer than eight feet above the walking surface over which the sign is placed. When a blade sign extends any distance over a parking lot or vehicular area, the bottom of the sign shall not be any closer than 15 feet above the paving surface over which the sign is placed.

c. The blade sign shall be mounted such that the top of the sign is not higher than 40 feet above the ground, sidewalk, or pavement surface above which the sign is mounted, except that in no case shall the blade sign extend above the roof of the building onto

which the sign is mounted, or if mounted adjacent to a parapet, the sign shall not extend above the parapet.

d. The blade sign shall not project more than 36 inches from the wall onto which the blade sign is mounted.

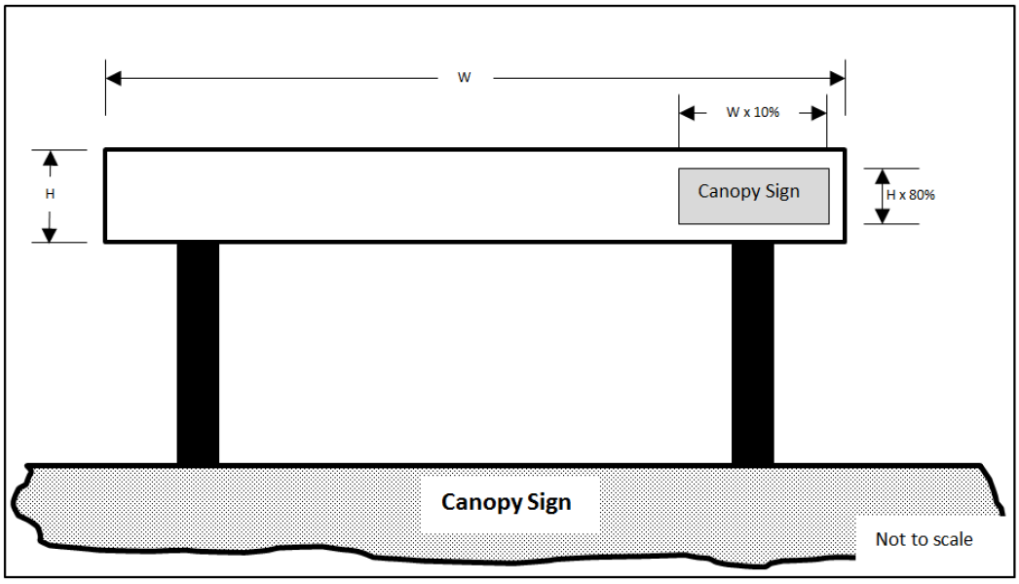
e. The blade sign shall not be externally illuminated in any manner except by ambient lighting as may be present on the property; however, blade signs may be internally illuminated in accordance with the requirements set forth in section 10.



3. *Canopy signs.*

a. Canopy signs shall not exceed 80 percent of the height of the face of the canopy onto which the canopy sign is mounted.

b. Canopy signs shall not exceed ten percent of the width of the face of the canopy onto which the canopy sign is mounted.



c. Canopy signs may be internally illuminated or back-lit in accordance with the requirements set forth in section 9. Level 1 electronic messaging is permitted on a canopy sign, subject to the provisions outlined in section 11.

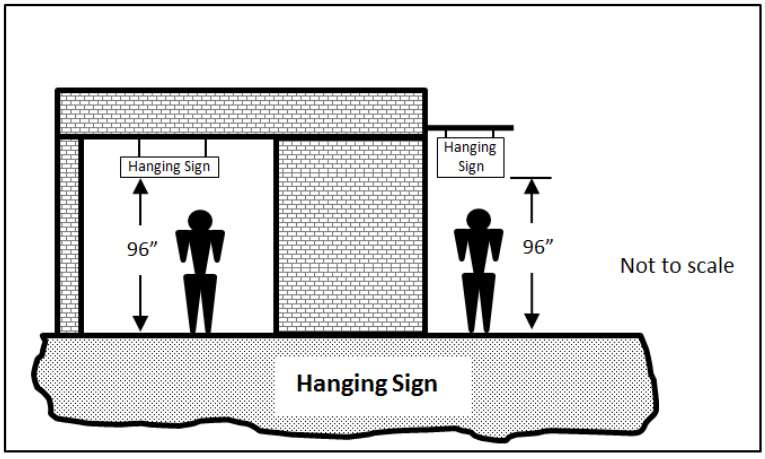
4. *Marquee signs.*

a. The marquee sign shall be affixed to the face plane of the marquee and shall not extend above the uppermost or lowermost limits of the marquee.
b. The marquee sign shall not exceed 80 percent of the width of the face of the marquee onto which the sign is mounted.
c. Marquee signs may be internally illuminated or back-lit in accordance with the requirements set forth in section 9. Level 1 electronic messaging is permitted subject to the provisions outlined in section 11.

5. *Awning signs.* In mixed-use, commercial and industrial zoning districts, awnings may be integrated with sign copy, but shall not contribute towards the overall building wall sign area of a particular building.

6. *Hanging signs.* In mixed-use, commercial and industrial zoning districts, hanging signs are permitted subject to the following time, place, and manner restrictions:

a. Not more than one hanging sign is permitted per customer entrance and shall be mounted above the customer entrance or as close as reasonably practicable.
b. The maximum sign area of the hanging sign shall not exceed six square feet.
c. Where a hanging sign is erected above a pedestrian pathway, the bottom of the sign shall be not less than 96 inches from the walkable surface above which the hanging sign is placed.
d. The hanging sign shall not be externally illuminated in any manner except by ambient lighting present on the property; however, such signs may be internally illuminated in accordance with the requirements set forth in section 10.



7. *Window signs and sunscreens.*

a. Window signs are allowed provided the combined sign area for all window signs affixed to a particular window does not exceed 40 percent of the individual window pane. Etched or stained glass, when integral to the window, shall not be included in the sign area calculation.
b. Sunscreen material may cover 100 percent of the window pane, provided not more than 40 percent of the window pane is covered by any mural or other graphics.
c. Window signs shall not contribute towards the aggregate building wall sign area of a building.

C *Freestanding ground signs.*

1. *Class I monument signs (menu signs) and class II monument signs (preview signs) for drive-through businesses.* Drive-through businesses may utilize one class I monument sign and one class II monument sign per drive-through lane subject to the following:

a. The bottom of the sign copy of a class I monument sign or class II monument sign shall not be less than two feet above the adjacent drive-through lane's paved surface.
b. The overall height of the sign structure of a class I monument sign or class II monument sign shall not be more than eight feet above the adjacent drive-through lane's paved surface.
c. The sign area for an individual class I monument sign or class II monument sign shall not exceed 50 square feet.
d. A class I monument sign shall not be audible from any residential zoning district or residential use, hotel or motel room, or patient room of an overnight medical facility.
e. No class I monument sign or class II monument sign may be located within 100 feet of a residential zoning district or use.
f. Class I monument signs and class II monument signs may be internally illuminated in accordance with the requirements set forth in section 10.
g. Level 2 electronic messaging is permitted, subject to the provisions outlined in section 11.

2. *Class III monument signs (directional signs).* Class III monument signs are permitted along the street frontage in conjunction with a driveway serving any multi-family residential, commercial or industrial development, subject to the following:

a. The class III monument sign shall not exceed 30 inches in height as measured from the adjacent pavement surface of the roadway served by the sign;
b. The sign area of a class III monument sign shall not exceed six square feet;

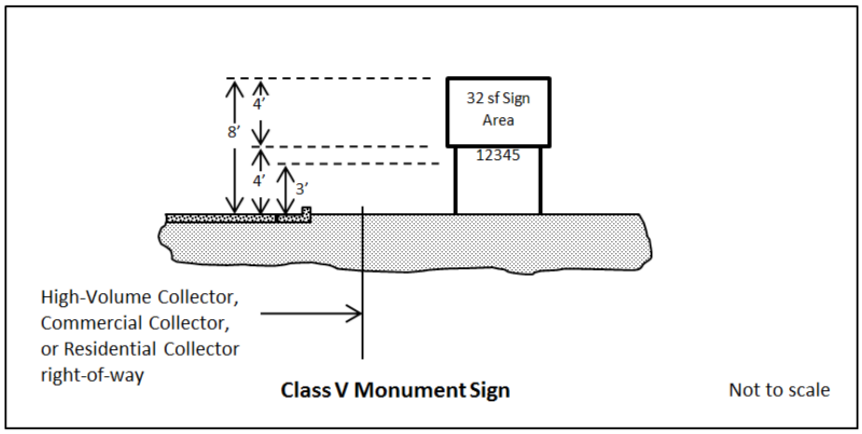
c. The class III monument sign may be internally illuminated, back-lit, or externally illuminated as outlined in section 10 provided the source of external illumination is not visible.

3. *Class IV monument signs (directory signs).* Class IV monument signs are permitted within the interior of any multi-family residential, commercial or industrial development, subject to the following:

a. The class IV monument sign shall not exceed six feet in height as measured from the adjacent pavement surface of the roadway or sidewalk served by the sign;
b. The sign area of a class IV monument sign shall not exceed 12 square feet;
c. The class IV monument sign may be internally illuminated, back-lit, or externally illuminated in accordance with the requirements set forth in section 10 provided the source of external illumination is not visible.

4. *Class V monument signs (minor monument signs)*.

a. Class V monument signs are permitted in conjunction with non-residential uses in a residential zone, not including cottage industries or home occupations; or in multi-family uses in multi-family zoning; or in non-residential uses in a non-residential zone.
b. One class V monument sign meeting the requirements outlined below is permitted for every 150 feet of collector or arterial street frontage or portion thereof, regardless of the presence or location of driveway, provided sight distance requirements are met. The minimum spacing between individual class V monument signs, or between a class V monument sign and a class VI monument signs, located on the same property shall be not less than 150 feet measured radially.
c. When allowed, the height of the class V monument sign shall not exceed eight feet as measured from the edge of pavement of the street being served by the sign, nor shall the maximum sign area exceed 32 square feet. The bottom edge of the sign copy shall be no lower than four feet above the adjacent edge of pavement of the street being served by the sign. The height of the sign structure may extend an additional two feet above the face if the sign provided said extension is limited to non-illuminated architectural embellishments and contains no sign copy.



d. The base of a class V monument sign shall be fitted with the address of the property or properties in a manner that is consistent with section 13.

e. A class V monument sign shall be located within a landscape area not less than 80 square feet.

f. Class V monument signs shall be setback not less than two feet from the right-of-way line except that in the event a public utility easement is present, in which case the sign shall be setback not less than two feet from the easement.

g. Class V monument signs may be internally illuminated, back-lit or externally illuminated in accordance with the requirements set forth in section 10.

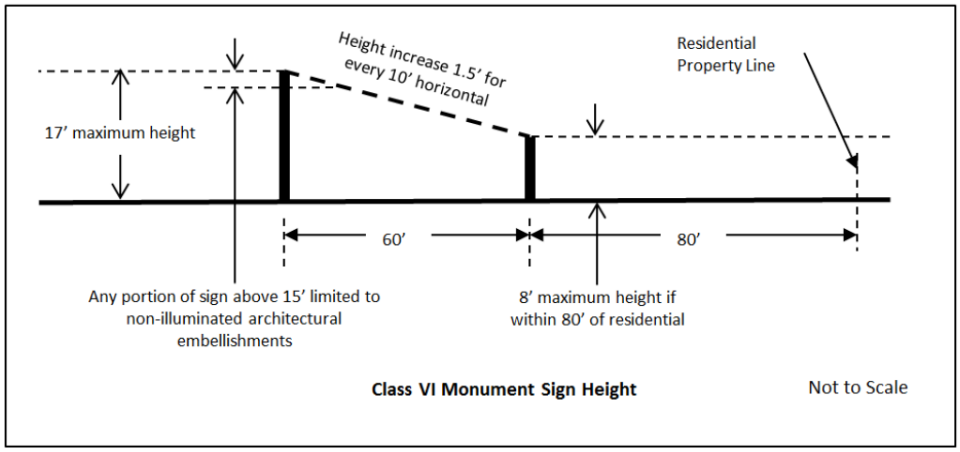
h. Level 1 electronic messaging and level 2 electronic messaging are permitted on a monument sign, subject to the provisions outlined in section 11.

5. *Class VI monument signs (major monument signs).*

a. Class VI monument signs are permitted in conjunction with non-residential uses in a non-residential zone or that portion of a planned area development where the land use plan of the PAD specifically calls out non-residential uses.

b. Class VI monument signs shall only be located adjacent to a parkway, major arterial street, minor arterial street, or along grand avenue. When allowed, one class VI monument sign meeting the requirements outlined below is permitted for every 150 feet of said roadway or portion thereof, regardless of the presence or location of driveway, provided sight distance requirements are met. The minimum spacing between individual class VI monument signs located on the same property shall be not less than 150 feet measured radially. The minimum spacing between class V monument signs and class VI monument signs located on the same property shall not be less than 150 feet measured radially. Properties with less than 150 feet of parkway, major arterial street, minor arterial street, or grand avenue frontage shall not be permitted any class VI monument sign.

c. No class VI monument sign may be located within 80 feet of a property having single-family residential zoning. The height of a class VI monument sign located 80 feet or more from a property having single-family zoning shall not exceed eight feet at 80 feet distant; however, the height of a class VI monument sign may increase one and one-half foot for every additional ten feet of horizontal distance the sign is located away from a property having single-family residential zoning up to a maximum height of 17 feet, provided however that any height in excess of 15 feet shall be limited to architectural embellishments.



d. The sign area of a class VI monument sign shall be limited to 36 square feet, but may increase 12 square feet for every one foot increase in the overall height of the sign up to a maximum sign area of 120 square feet.

e. The base of a class VI monument sign shall be fitted with the address of the property or properties in a manner that is consistent with section 13.

f. A class VI monument sign shall be located within a landscape area not less than the maximum sign area allowed for that sign.

g. Class VI monument signs shall be setback not less than two feet from the right-of-way line. Further, in the event a public utility easement is present, the sign shall be setback not less than two feet from the easement, unless the property owner signs a waiver acknowledging the prior rights of the utility companies to occupy said easement.

h. Class VI monument signs may be internally illuminated, back-lit or externally illuminated in accordance with the requirements set forth in section 10.

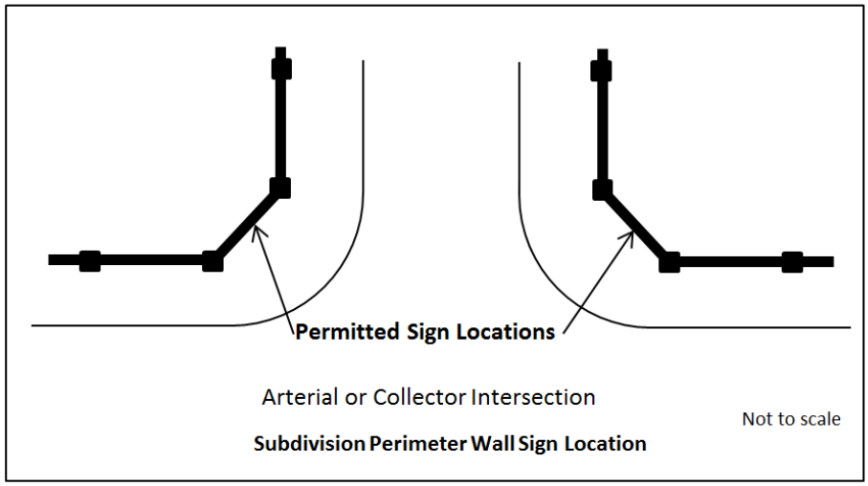
i. Level 1 electronic messaging and level 2 electronic messaging are permitted on a class VI monument sign, subject to the provisions outlined in section 11.

6. *Roadway arch signs.* Roadway arch signs may be erected within any commercial or industrial development subject to the following:

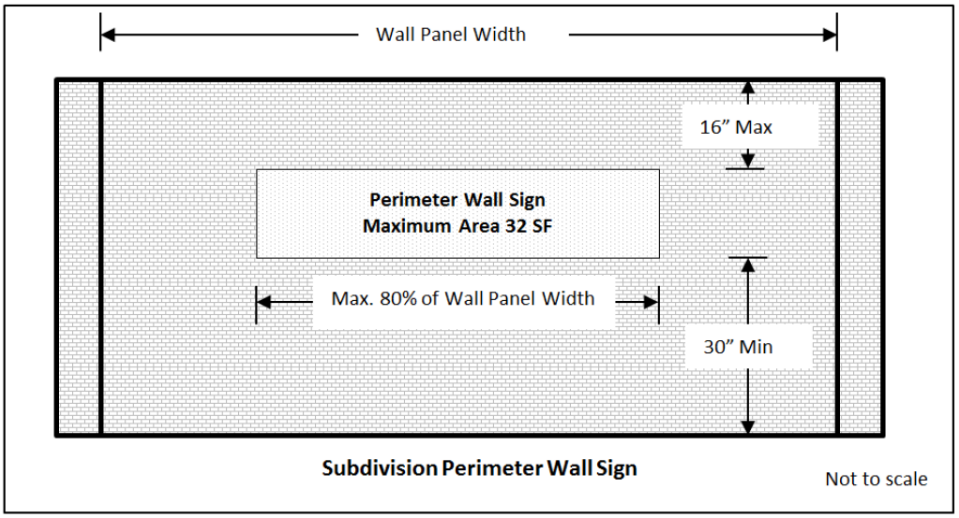
a. Roadway arch signs shall maintain a vehicular clearance of not less than 18 feet;
b. Roadway arch signs shall not interfere with pedestrian or vehicular movement;
c. Roadway arch signs may be internally illuminated, or back-lit in accordance with the requirements set forth in section 10 except that if the roadway arch sign is located within 100 feet of any residential zoning district or use, the roadway arch sign shall not be illuminated.

7. *Subdivision perimeter wall signs.*

a. Where a subdivision perimeter wall is located adjacent to a street corner that intersects a collector or arterial street, one subdivision perimeter wall sign may be affixed to the wall panel of the subdivision perimeter wall most closely oriented to the intersection, subject to the specific requirements outlined below.



b. The maximum sign area shall not exceed 32 square feet.
c. The width of the sign shall not exceed 80 percent of the width of the perimeter wall panel into which the sign is mounted.
d. The bottom of the sign shall be no lower than 30 inches from the adjacent grade.
e. The top of the sign shall be no higher than 16 inches from the top of the wall panel onto which the sign is mounted.
f. The sign may be back-lit or externally illuminated provided the source of illumination is not visible from the street or from the adjacent residential property and is otherwise in accordance with the requirements set forth in section 10.



8. *Freeway monument signs.* Freeway monument signs may be permitted as outlined in this section:

   a. *State Route 303 Corridor.* Freeway monument signs may be located within the following portions of the State Route 303 Corridor, subject to prior approval of a conditional use permit to be processed as a Type 3 application in accordance with Chapter 102 of this Ordinance:

      (1) *State Route 303 and U.S. 60.* An area of land generally located at the intersection of State Route 303 and U.S. 60, being situated in the south half of Section 18 and the north half of Section 19, Township 4 North, Range 2 West and the south half of Section 36, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

      BEGINNING at a point located at longitude 112°24'13" west by latitude 33°40'49" north, thence southwesterly along a line bearing N43°00'58"E a distance of 1,320 feet to the beginning of a non-tangent curve the center of which is said longitude and latitude; thence clockwise along the arc of said curve a distance of approximately 2,070 feet, thence departing said arc southeasterly along a line bearing N46°13'20"W a distance of 1,320 feet to the POINT OF BEGINNING

      (2) *State Route 303 and Bell Road.* An area of land generally located at the intersection of State Route 303 and Bell Road, being situated in the north half of Section 1, Township 3 North, Range 2 West and the south half of Section 36, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the north quarter corner of said Section 1, thence easterly along the north line of the northeast quarter of said Section 01 a distance of 850 feet to the beginning of a non-tangent curve the center of which is said north quarter corner; thence clockwise along the arc of said curve a distance of approximately 4,000 feet to a point on the east line of the southwest quarter of said Section 36, thence departing said curve, southerly along said east line a distance of 850 feet to the POINT OF BEGINNING

(3) *State Route 303 and Greenway Road.* An area of land generally located at the intersection of State Route 303 and Greenway Road, being situated in the southeast quarter of Section 1, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the south quarter corner of said Section 01, thence northerly along the west line of said southeast quarter a distance of 450 feet to the beginning of a non-tangent curve the center of which is said south quarter corner; thence clockwise along the arc of said curve a distance of approximately 700 feet to a point on the south line of said southeast quarter; thence departing said curve, westerly along said south line a distance of 450 feet to the POINT OF BEGINNING

(4) *State Route 303 and Cactus Road.* An area of land generally located at the intersection of State Route 303 and Cactus Road, being situated in the northeast quarter of Section 24, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

BEGINNING at the north quarter corner of said Section 24; thence easterly along the north line of said northeast quarter a distance of 850 feet to the beginning of a non-tangent curve the center of which is said north quarter corner; thence clockwise along the arc of said curve approximately 1,340 feet to a point on the west line of said northeast quarter; thence departing said curve, northerly along said west line a distance of 850 feet to the POINT OF BEGINNING

(5) All freeway monument signs located within the aforementioned locations are subject to the provisions in subsections 9(c)(9)b.—e.

b. *Additional locational requirements.* The following additional locational requirements apply for all freeway monument signs regardless of where in the corridor it is located:

(1) Freeway monument signs may only be approved on lands zoned for commercial or industrial uses.
(2) No freeway monument sign shall be located within 300 feet of a property zoned for residential uses, or any open space tract that is associated with a residential development.
(3) Freeway monument signs shall not be located closer than 20 feet from the adjacent right-of-way.
(4) Spacing between freeway monument signs shall be not less than 750 feet, unless separated by a freeway or arterial right-of-way.
(5) Freeway monument signs shall not be allowed within a natural or manmade watercourse.

c. *Dimensional requirements.* The following dimensional requirements apply for all freeway monument signs regardless of the corridor in which it is located:

(1) The overall height of a freeway monument sign shall not exceed 65 feet as measured from the finished grade of the site where the freeway monument sign is located to the highest point of the sign structure.
(2) Freeway monument signs shall be allowed an extra three feet in height for architectural embellishments.
(3) The sign area of a freeway monument sign shall not exceed 650 square feet.

d. *Design requirements.* The following design requirements apply for all freeway monument signs regardless of the corridor in which it is located:

(1) Freeway monument signs may incorporate level 2 electronic messaging centers as outlined section 11 herein, except that electronic messaging centers used in freeway monument sign applications may occupy up to 50 percent of the allowable sign area of the sign, exclusive of architectural embellishments as required herein, and provided such electronic messaging centers are turned off between 11:00 p.m. and dawn.
(2) Freeway monument signs shall incorporate architectural features of the commercial development on which the sign is located; however, such embellishments shall not include any sign copy.
(3) Freeway monument signs shall require a landscaped area equal to four square feet of landscaping for each square foot of sign area and shall be located around the base of the sign; freeway monument signs may be illuminated by externally-illuminated indirect or internal lighting.

e. Any conditional use permit approval is hereby conditioned upon the applicant obtaining a valid construction permit for the freeway monument sign approved under said conditional use permit. The applicant shall obtain certificate of completion from the city within six months of approval of the conditional use permit by the City Council. Failure to obtain a certificate of completion within the designated time allotment shall render the conditional use permit null and void; however, the city manager or designee may grant a one-time extension for a period not to exceed six months when in the opinion of the city manager or designee the circumstances warrant such.

9. *Billboard Signs:* Billboard Signs may be permitted as outlined in this Section:

a. *State Route 303 Corridor:* A maximum of three (3) Billboard Signs may be located within that portion of the State Route 303 Corridor between a specific point located at Latitude 33°41'49" N by Longitude 112°21'35" W and extending in a westerly direction along the northern right-of-way line of State Route 303 ~~from the southeast corner of Section 9 of the Gila and Salt River Base and Meridian and extending in a westerly direction~~ a distance of approximately 3,960' ~~along the south line of Section 9 located at Latitude 33°41'49" N by Longitude 112°21'35" W and~~ to the specific point of Latitude 33°41' 47" N by Longitude 112°22' 22" W, subject to prior approval of a Conditional Use Permit in accordance with Chapter 102-6.3 of the Surprise Land Development Ordinance. All billboard signs located within the aforementioned corridor are subject to the provisions in Paragraph 109-1.9.C.9:

(1) Billboard signs located within the State Route 303 corridor as defined above shall serve eastbound and/or westbound traffic but shall only be located north of the freeway right-of-way. Further, where a billboard sign is located within the State Route 303 Corridor, at least one (1) sign face shall consist of an Electronic Messaging Center.

(2) The overall height of a billboard sign within the State Route 303 Corridor shall not exceed forty-five (45) feet as measured from the adjacent roadway to the top of the sign structure, exclusive of architectural embellishments as permitted in this Section.

(3) The overall dimensions of the sign panel associated with a billboard sign within the State Route 303 Corridor shall not exceed forty-eight (48) feet in width and fourteen (14) feet in height for a total sign area not to exceed 672 square feet, exclusive of architectural embellishments as permitted in this Section.

b. *Additional Locational Requirements:* The following additional locational requirements apply for all billboard signs:

(1) Billboard signs may only be approved within a Planned Area Development (PAD), that portion of the PAD in which the approved land use plan specifically calls out commercial, industrial or employment uses and in Commercial or Industrial zoning districts, and only within the specified Corridor.

(2) Billboard signs shall not be located closer than twenty (20) feet from the State Route 303 right-of-way line and not further than 200 feet from said right-of-way line.

(3) No billboard sign shall be approved within 660 feet of any Freeway Monument Sign existing at the time of Conditional Use Permit application for the billboard sign in question.

(4) No billboard sign shall be approved within 1760' of any billboard sign approved or existing at the time of Conditional Use Permit application for the billboard sign in question.

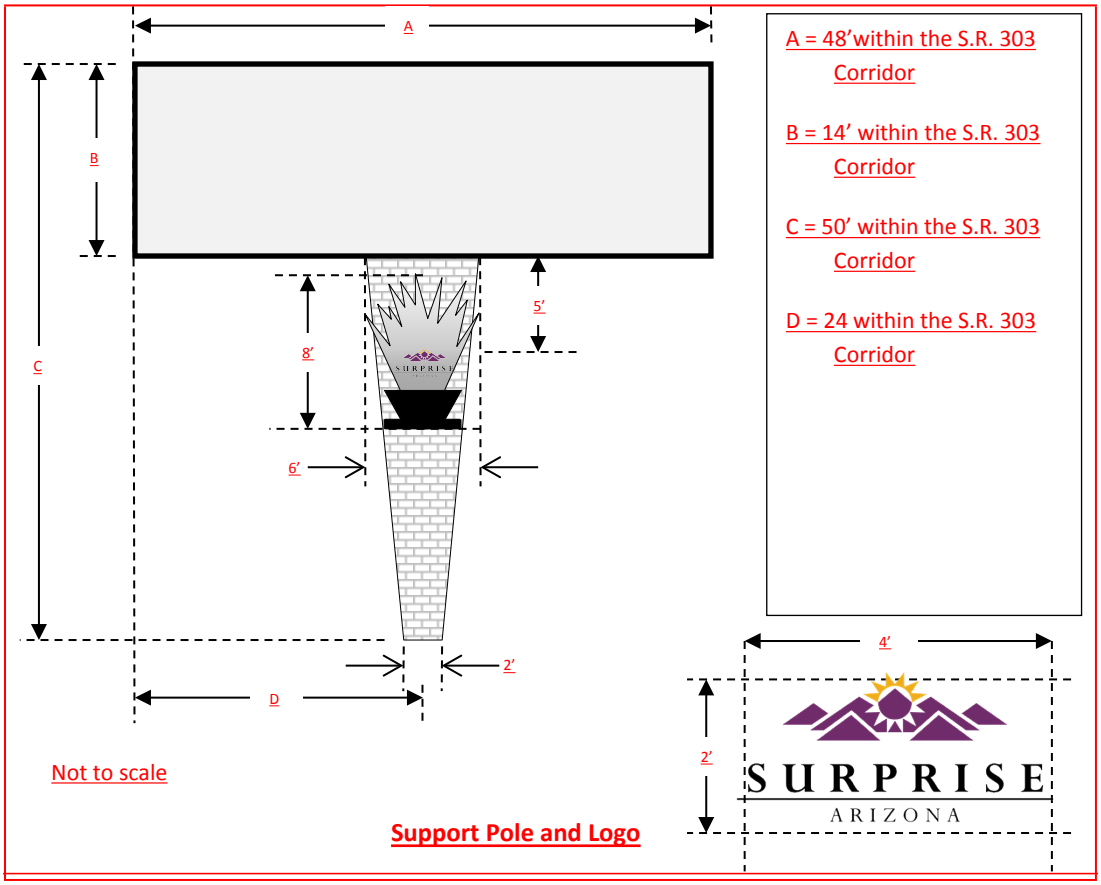
c. *Design Requirements:* The following design requirements apply for all billboard signs:

(1) Billboard Signs may incorporate Level 2 Electronic Messaging Centers as outlined Chapter 109-1.11.6 herein, except that Electronic Messaging Centers used in billboard applications may occupy up to 100% of the allowable sign area of the billboard, exclusive of architectural embellishments as may be permitted or required herein and provided such Electronic Messaging Centers are turned off between 11:00 PM and dawn.

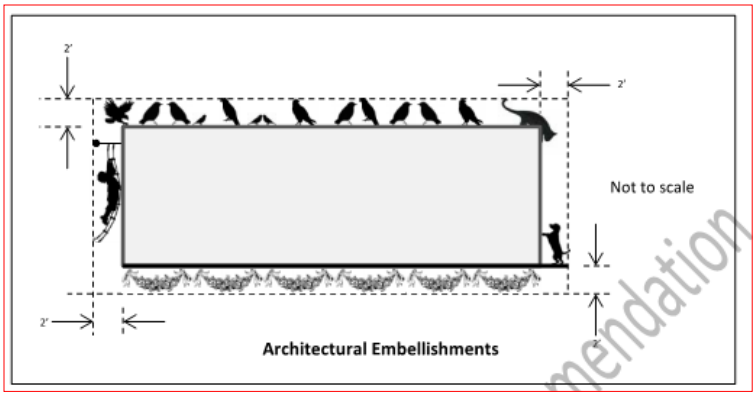
(2) Billboard Signs shall be supported by a single pole or column, which shall be dimensionally centered beneath the sign panel and shall incorporate a pole cover comprised of stone, brick or other architecturally compatible material that conceals the structural component of the pole or column. Unless an alternative design is approved by the Planning and Zoning Commission, the pole cover shall be of a trapezoidal shape, with a base width equal to one-third (1/3) the width of the top of the pole cover.

(3) Unless an alternative design is approved by the Planning and Zoning Commission, the supporting pole or column shall also include additional architectural embellishments

that incorporate the official Primary City of Surprise Logo superimposed onto a stylized agave image. The logo shall be approximately two (2) feet tall by four (4) feet wide. The stylized agave image shall be eight (8) feet high by six (6) feet wide. The vertical center of the arrangement shall be five (5) feet below the lower edge of the sign panel.



(4) Artistic or architectural embellishments up to thirty (30) square feet may be attached to the perimeter of the sign panel, provided said embellishments do not extend more than two (2) feet in any direction beyond the face of the sign and do not otherwise obstruct the architectural embellishments as may be required under Paragraph 109-1.9.C.9.c above.



d. Any Conditional Use Permit approval is hereby conditioned upon the applicant obtaining a valid construction permit for the billboard sign approved under said Conditional Use Permit. The applicant shall obtain Certificate of Completion from the City of Surprise within six (6) months of approval of the Conditional Use Permit by the Planning and Zoning Commission. Failure to obtain a Certificate of Completion within the designated time allotment shall render the Conditional Use Permit null and void; however, the City Manager or designee may grant a one-time extension for a period not to exceed six (6) months when in the opinion of the City Manager or designee the circumstances warrant such.

EXHIBIT 4b

Section 109-1.9 Sign Classifications and Types re: Billboards

(Limiting number of billboards to one)

109-1.9 **Sign classifications and types.** The following sign classifications and types as defined in **section 109-1.6** are permitted in the city as outlined in table 109-1a subject to the following "time, place and manner" restrictions.

A. Temporary signs. When allowed, temporary signs shall conform to the following requirements:

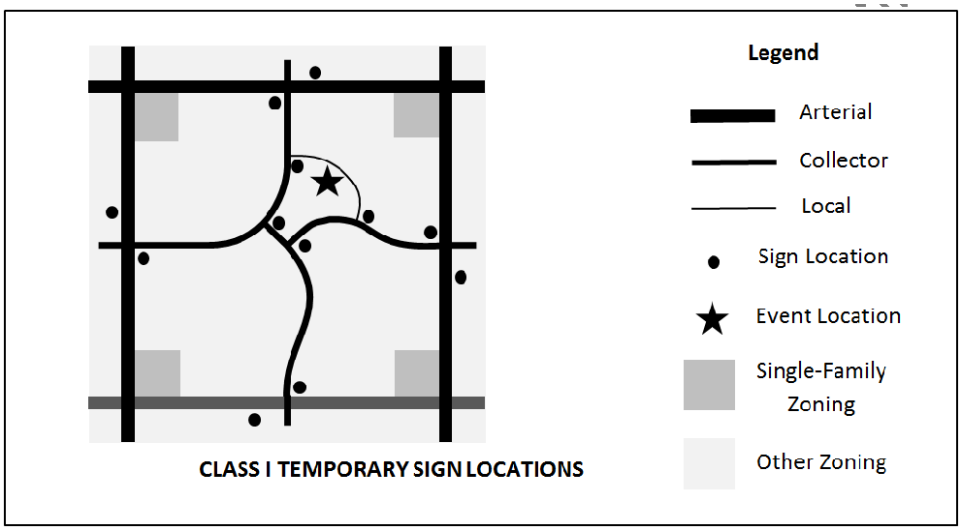
1. *General requirements.*

    a. Temporary signs shall not be illuminated in any manner except by ambient lighting present on the property.
    b. Temporary signs shall include the name and phone number of the contact person responsible for placing the sign.
    c. No temporary sign may interfere with the free movement of pedestrian or vehicular traffic.
    d. The supporting elements for class III temporary signs and class IV temporary signs may be directly buried or inserted into the soil; however, in no case shall concrete, or other permanent attachments to the ground, or attachment to other permanent structure(s) be utilized.

2. *Class I temporary signs (small A-frame signs).* Class I temporary signs, as defined herein, are allowed subject to the general requirements as stated above plus the following:

    a. Class I temporary signs are only allowed in conjunction with a lawful temporary event being held on land zoned for single-family residential uses.
    b. Class I temporary signs may be placed in the following locations when in association with a lawful temporary event occurring on land zoned for single-family residential uses:

        (1) One class I temporary sign at the site of the lawful temporary event,
        (2) One class I temporary sign at each local or collector street intersection leading from the site of the lawful temporary event to the adjacent arterial street grid,
        (3) Two class I temporary signs at the point where the local or collector street intersects with the arterial street. One sign may be located at the corner of the intersection on the side of the arterial street closest to the lawful temporary event. A second sign may be located on the opposite side of the arterial street, provided said sign is no further than 500 feet from the intersection.



CLASS I TEMPORARY SIGN LOCATIONS

c. When allowed, class I temporary signs may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. The sign may be weighted or ballasted; however, no such sign may be affixed to the ground or to any permanent structure.

f. Class I temporary signs may be placed one hour before the start of a lawful temporary event and shall be removed not more than one hour after the end of a lawful temporary event that occurs between the hours of 9:00 a.m. and 6:00 p.m. on Mondays, Tuesdays, Wednesdays, and Thursdays. In addition, class I temporary signs may be placed for any length of time between the hours of 4:00 p.m. Friday and 11:00 p.m. Sunday.

g. If the lawful temporary event being served by the class I temporary sign requires a temporary use permit, the locations of the class I temporary signs shall be included with the application materials.

3. *Class II temporary signs (large A-frame signs and pedestal signs).* Class II temporary signs, as defined herein, are allowed subject to the general requirements as stated above plus the following:

a. Class II temporary signs are only allowed in conjunction with a lawful commercial use including cottage industries, but not home occupations.

b. When a class II temporary sign is being utilized in conjunction with a lawful commercial use, one such sign may be located within 15 feet of the doorway of the customer entrance to the building in which the lawful commercial use is located.

c. When allowed, Class II temporary signs may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. The sign may be weighted or ballasted; however, no such sign may be affixed to the ground or to any permanent structure.

f. Class II temporary signs utilized in conjunction with a lawful commercial use may be displayed during the business hours of the business served by the Class II temporary signs.

4. *Class III temporary signs (small post-signs).*

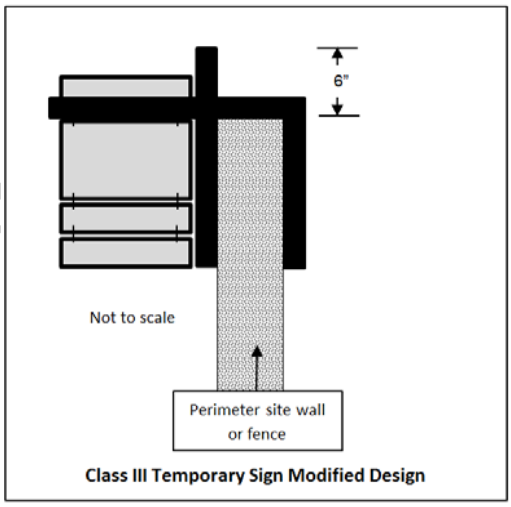
a. Not more than one class III temporary sign meeting the specific requirements outlined in this section is permitted per lot of record except that if said lot abuts more than one street, one additional class III temporary sign meeting said requirements may be erected along each additional street frontage.

b. In the event a property is vacant, additional class III temporary signs may be erected on said property provided the spacing between such signs is not less than 600 feet.

c. Class II temporary signs shall not be located within the street right-of-way, median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. In the event that a lot's perimeter site wall or fence is adjacent to or within 20 feet of a street, the class III temporary sign may be modified to allow the sign to be hung from but not attached to the perimeter site wall or fence provided the sign does not exceed the height of the wall or fence by more than six inches and does not interfere with pedestrian movement.



Class III Temporary Sign Modified Design

5. *Class IV temporary signs (large post-signs).*

   a. Not more than one class IV temporary sign meeting the specific requirements outlined in this section is permitted per lot of record except that if said lot abuts more than one street, one additional class IV temporary sign meeting said requirements may be erected along each additional street frontage, except that class IV temporary signs associated with a public hearing shall not be counted towards this total.
   b. Class IV temporary signs shall not be located within the street right-of-way, median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.
   c. The maximum number of sign panels per sign structure shall not exceed two.

6. *Banner signs and festoons.*

   a. *General.* The following provisions apply to all banner signs and festoons:

      (1) Banner signs shall be equipped with ventilation flaps.
      (2) Banner signs and festoons shall be securely attached to the building or fence, but in no case shall be attached to freestanding poles or vegetation.

   b. *Residential.* Any number of banner signs, festoons or combination thereof are permitted per dwelling unit, provided the aggregate length does not exceed 20 lineal feet and the aggregate area does not exceed 100 square feet.
   c. *Non-residential.* Banner signs and festoons are permitted on properties zoned for non-residential use subject to the following:

      (1) One banner sign may be placed on a building, provided the maximum area of the banner sign shall not exceed one

square foot per linear foot of building elevation, not to exceed 500 square feet.

(2) For a single-tenant building, the width of the banner sign shall not exceed 80 percent of the width of the building elevation onto which the banner sign is attached. For multi-tenant building, the width of the banner sign shall not exceed 80 percent of the leased tenant frontage.

(3) Any number of festoons may be placed on a building provided the festoon contains no advertising copy, the aggregate length does not exceed 20 lineal feet, and the aggregate area does not exceed 100 square feet.

d. *Construction sites and temporary construction yards.* Banner signs are allowed in conjunction with active construction sites and temporary construction yards regardless of zoning, subject to the following:

(1) One or more banner signs may be affixed to the perimeter fence surrounding a construction site or temporary construction yard, provided said banner signs do not extend above the height of the perimeter fence.

(2) Individual banner signs shall not exceed ten feet in length. Where multiple banner signs are utilized in lieu of screening material on a fence surrounding a construction site or temporary construction yard, said signs shall be spaced not less than one foot apart unless the banner sign is fabricated of material with not less than 50 percent visual transparency, in which case this provision shall not apply.

7. *Light pole banner signs.*

a. Light pole banner signs may be attached to light poles when the pole is so equipped to receive such banner, except that in no case shall a light pole banner sign be affixed to a light pole in a public right-of-way without the expressed written permission from the city.

b. The surface area of a single light pole banner sign shall not exceed eight square feet as measured on a single side.

c. When two light pole banner signs are affixed to a single light pole, both light pole banner signs shall be consistent with each other with respect to size and shape so as to create uniformity.

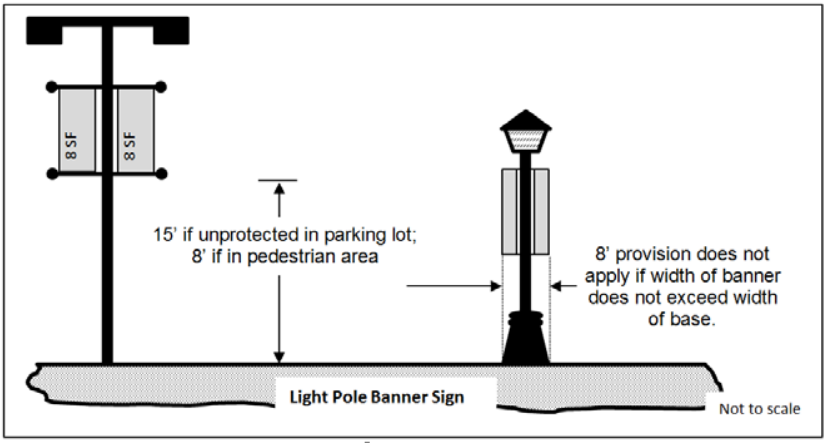
d. When the light pole onto which a light pole banner sign is placed is located within the paved portion of a parking lot, and the light pole base is unprotected from vehicular traffic, the bottom of the light pole banner sign shall be a minimum of 15 feet above the parking surface over which the banner is placed. If the base of the light pole is protected from vehicular traffic, this provision shall not apply.

e. When the light pole is located within a pedestrian area, the bottom of the light pole banner sign shall be a minimum of eight feet above the surface over which the light pole banner sign is placed, unless the light pole banner sign is sufficiently narrow so as to not extend beyond the base of the light pole.

f. Any horizontal supporting members shall either be removed when not in use or shall be of a hinged design and folded into a vertical position when not in use.

g. Light pole banner signs shall not be illuminated in any manner except as incidental to the lighting fixture supported by the light pole.

h. Light pole banner signs shall be equipped with ventilation flaps.



8. *Teardrop banner signs.*

a. Not more than two teardrop banner signs are permitted in conjunction with a lawful temporary event subject to the specific requirements as outlined herein except that in no case shall a teardrop banner sign be allowed on a vacant property.

b. Teardrop banner signs may only be erected on the property on which the lawful temporary event is occurring. In no case shall a teardrop banner sign be located within a public or private right-of-way.

c. No teardrop banner sign shall be located within 15 feet of a pedestrian path, sidewalk, or trail, whether public or private.

d. No teardrop banner sign shall be located within 15 feet of any vehicular parking surface or driveway.

e. No teardrop banner sign shall be located within 50 feet of any public or private right-of-way.

f. The maximum height of the sign structure as measured from the nearest adjacent grade shall not exceed 12 feet with the flag portion of the sign not exceeding 16 square feet.

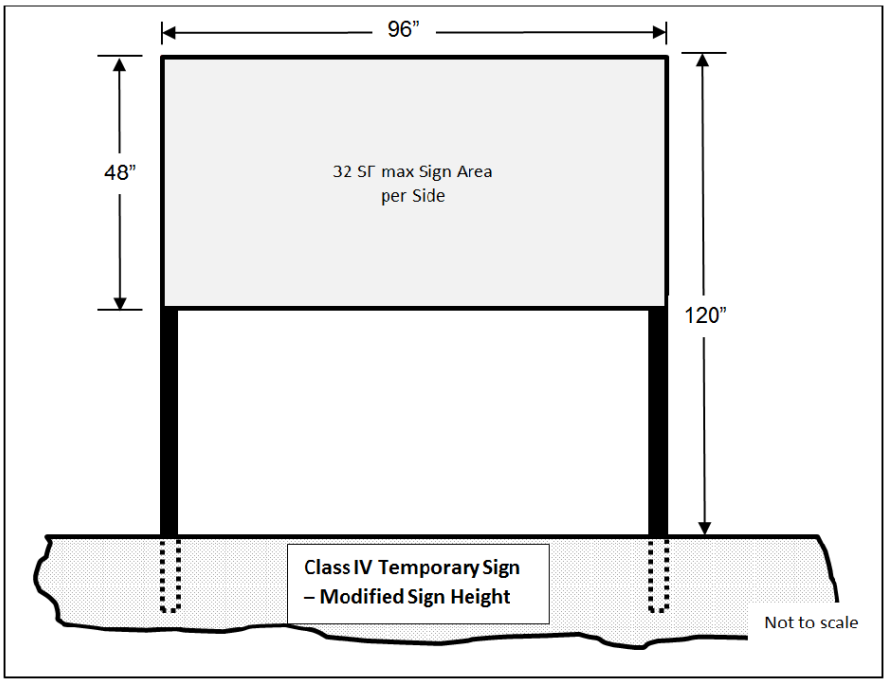
g. The teardrop banner sign shall be supported by a pedestal, which may be weighted or ballasted to prevent being overturned, but in no case shall the supporting sign structure be inserted into the ground.

9. *Sign walkers.* Sign walkers are permitted to operate within the city subject to the following restrictions:

   a. Sign walkers may only operate during daylight hours.
   b. Sign walkers may only operate on a sidewalk intended for pedestrian travel, but shall at no time block the free and unobstructed movement of pedestrians or vehicles.
   c. Sign walkers may carry a maximum of two single-sided signs not exceeding three square feet of sign copy each or one double-sided sign not exceeding 12 square feet of aggregate sign copy; however, in no case shall a sign walker carry any form of electronic messaging.
   d. Sign walkers shall not display a sign in any manner other than by personally holding or wearing said sign.

10. *Model home complex signs.* In addition to other signs that are permitted in association with a single-family residence, a model home complex may employ the following:

   a. One class III temporary sign meeting the requirements of subsection 9(a)(4) herein for each lot located within the boundaries of an approved model home complex. Such signs shall not be illuminated except by ambient lighting.
   b. One class IV temporary sign meeting the requirements of subsection 9(a)(5) herein may be located within the boundaries of the approved model home complex; however, if the model home complex is located adjacent to a collector or arterial street, the overall height of the class IV temporary sign allowed under this paragraph may be increased to 120 inches, provided the sign is designed to withstand windloads as required by the building codes in effect at the time the sign is erected. A class IV temporary sign permitted under this paragraph may be externally illuminated as outlined in section 10.



c. One flagpole not exceeding a height of 45 feet may be erected within the boundaries of the model home complex provided said flagpole is located within the building envelope or within the required front yard of the lot in which it is placed, but not located within any required side or required rear yard. A maximum of two flags may be displayed from said flagpole. The flag and flagpole permitted under this paragraph may be externally illuminated in accordance with **Chapter 107-Article 3** of the Surprise Municipal Code.

d. Two flagpoles not exceeding a height of 20 feet may be erected for each lot located within the boundaries of the approved model home complex. A maximum of one flag may be displayed from each flagpole. Flagpoles permitted under this section may be erected along the perimeter of the model home complex. Flagpoles permitted under this paragraph shall not be illuminated except by ambient lighting.

e. Four additional teardrop banner signs meeting the requirements of subsection 9(a)(8) herein for each lot located within the boundaries of an approved model home complex. Except that subsections 9(a)(8)c., 9(a)(8)d. and 9(a)(8)e. shall not apply. Teardrop banner signs permitted under this section shall not be illuminated except by ambient lighting.

f. One banner sign not exceeding three feet in height and five feet in length may be attached to the trap fence. Said banner sign shall be equipped with ventilation flaps. Banner signs permitted under this paragraph shall not be illuminated except by ambient lighting.

g. One awning sign or canopy sign provided the awning or canopy is limited to the customer entrance to the sales office associated with the approved model home complex. Awning signs or canopy

signs permitted under this paragraph shall not be illuminated except by ambient lighting.

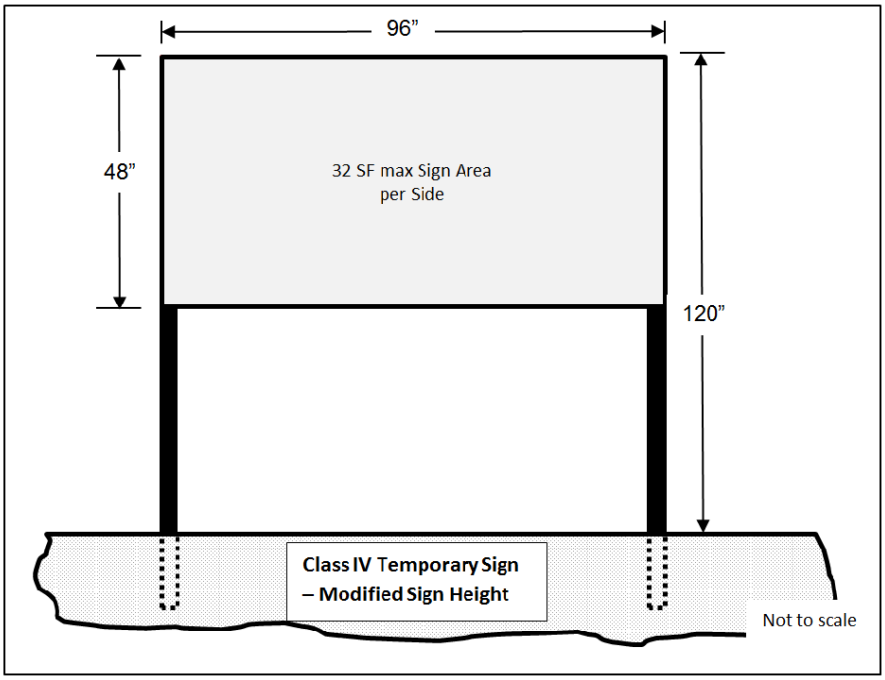
h. One building wall sign not exceeding four square feet may be affixed to the front elevation of the model home sales office facing the street from which the model home complex takes access. Said sign may be externally illuminated or back-lit in accordance with section 10.

i. Information regarding model home signs shall be included with the model home complex application packet to be reviewed and approved with the model home complex. In circumstances where model home complexes in existence as of the effective date of this chapter are to be retrofitted for purposes of implementing signage permitted under this section, an amendment to the approved model home complex is required.

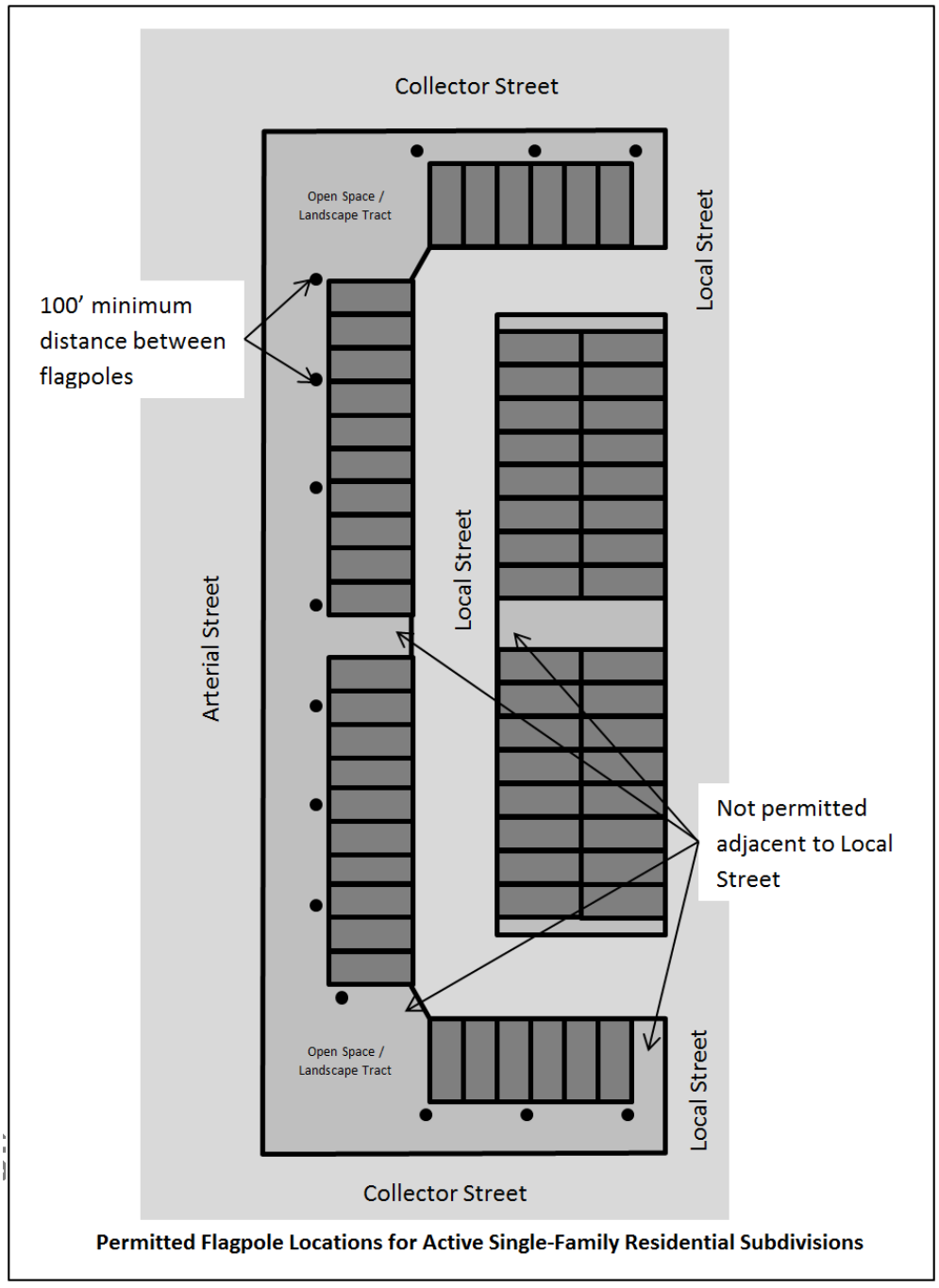
j. All model home signs permitted under this section shall be removed upon the conversion of the model homes to a residential use in accordance with subsection 106-10.29 of the Surprise Municipal Code.

11. *Active single-family residential subdivision signs.* In addition to other signs that may be permitted in association with a model home complex, the following signs are permitted within the boundaries of an active single-family residential subdivision:

a. One class IV temporary sign meeting the requirements of subsection 9(a)(5) herein may be located within the boundaries of an active single-family residential subdivision, provided such sign is located adjacent to a collector street or arterial street. The overall height of the class IV temporary sign allowed under this paragraph may be increased to 120 inches, provided the sign is designed to withstand windloads as required by the building codes in effect at the time the sign is erected. A class IV temporary sign permitted under this paragraph may be externally illuminated as outlined in section 10.



b. Where an active single-family residential subdivision includes an open space tract or landscape tract located adjacent to a collector street or arterial street, a series of flagpoles not exceeding 20 feet in height may be erected within said tract provided said flagpoles are spaced no closer than 100 feet apart; however, flagpoles permitted under this paragraph may not be located adjacent to any local street regardless of the location of the tract relative to the local street. Further, flagpoles permitted under this paragraph may not be illuminated except by ambient lighting.



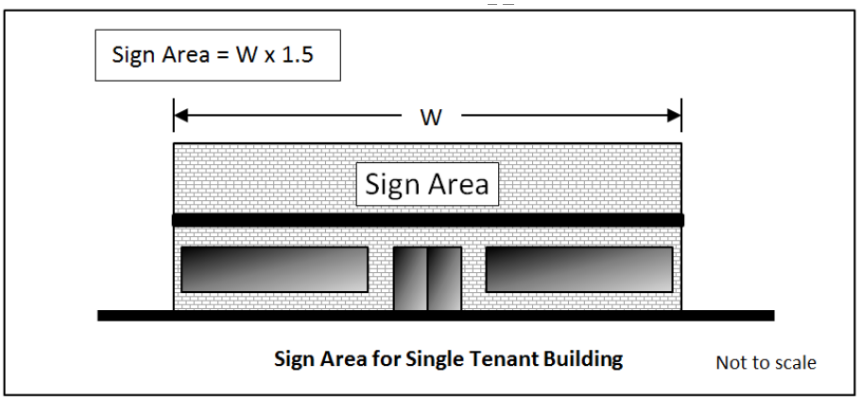
Permitted Flagpole Locations for Active Single-Family Residential Subdivisions

c. All active single-family residential subdivision signs shall be removed upon the close of escrow of the last lot in the subdivision or upon cessation of use, whichever comes first.

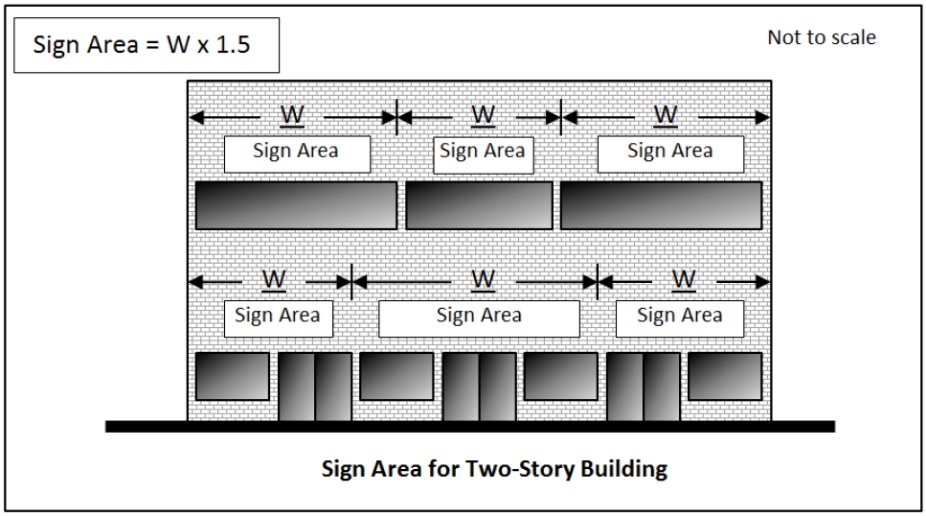
B. *Building-mounted signs.* Building-mounted signs may only be placed on building elevations which face a street or primary parking lot. For purposes of this section, parking areas adjacent to service bays, access drives located behind a building, or alley ways are not considered primary parking areas.

1. *Building wall signs.* In other than residential zoning, building wall signs are permitted on any building elevation of any primary use building, subject to the following:

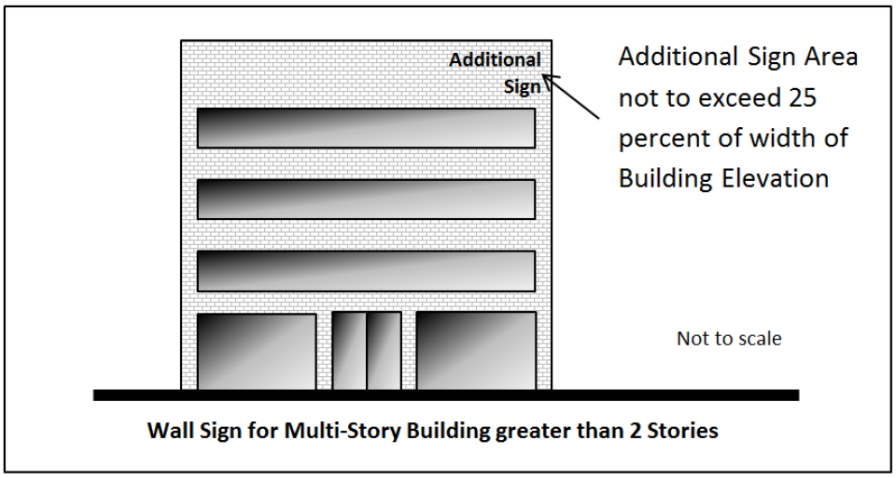
a. For single story, single-tenant buildings, any number of building wall signs may be affixed to any building elevation, provided the aggregate sign area does not exceed one and one-half square foot per one linear foot of building elevation on which the sign is mounted.



b. For two-story office buildings or two-story mixed-use buildings, each tenant who possesses leased tenant frontage on the exterior wall of the building may affix any combination of building wall signs provided the aggregate sign area does not exceed one and one-half square foot per one linear foot of that tenant's leased frontage. In the event a tenant does not possess leased tenant frontage located along the exterior of the building, this provision does not apply.



c. For multi-story buildings greater than two stories one building wall sign, the area of which not exceeding 25 percent of the width of the elevation may be affixed to each building elevation at a location that is nearest the top of the building provided said sign does not extend above the parapet, or in the case of an exposed pitch roof, the drip line of the roof. In no case shall such signs be affixed to an elevator shaft or equipment screening.



d. The sign area of any building wall sign serving an arterial street may be increased by 25 percent when the building is setback at least 600 feet from the public right-of-way and may be further increased an additional 25 percent for each additional 200 feet of setback, up to a maximum of 100 percent, provided the increase in sign area does not cause the sign to be in violation with the other provisions of this section.

e. The maximum width of a building wall sign shall not exceed 80 percent of the leased tenant frontage for a multi-tenant building, or building elevation for a single-tenant building.

f. Building wall signs shall be installed in a manner that does not obscure architectural features such as, but not limited to, pilasters, arches, windows, cornices, pop-outs, decorative trims, moldings, and frieze.

g. Building wall signs may be internally illuminated, externally illuminated, or back-lit, but may not include electronic messaging (EMCs). Further, illumination shall be in accordance with the requirements set forth in section 10.

2. *Blade signs.*

a. One blade sign is permitted per primary use multi-story building located in multi-family, commercial, mixed-use or industrial zoning subject to the specific requirements outlined below.

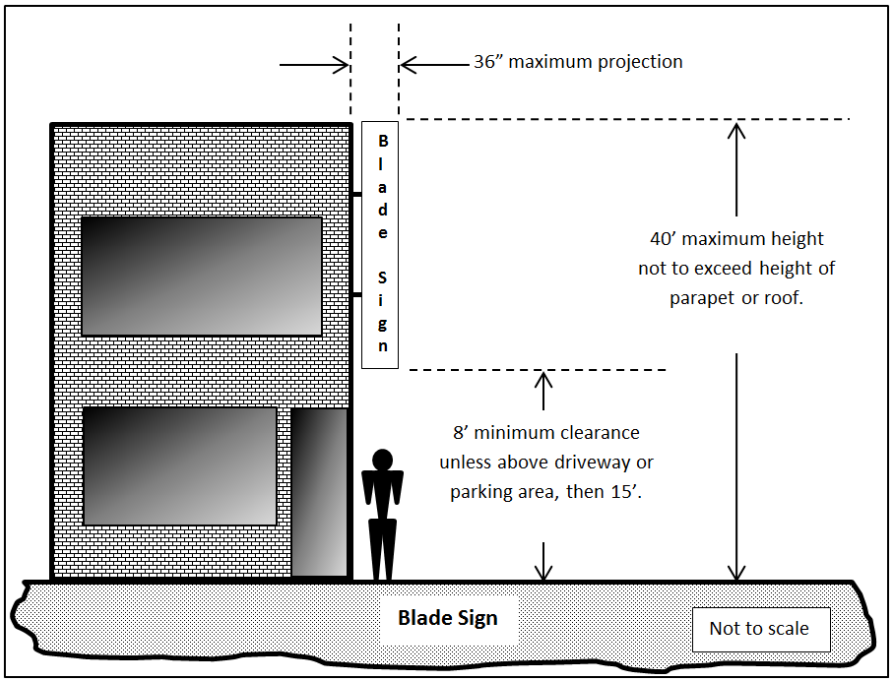
b. When a blade sign extends over a pedestrian area a distance of six inches or more, the bottom of the sign shall not be any closer than eight feet above the walking surface over which the sign is placed. When a blade sign extends any distance over a parking lot or vehicular area, the bottom of the sign shall not be any closer than 15 feet above the paving surface over which the sign is placed.

c. The blade sign shall be mounted such that the top of the sign is not higher than 40 feet above the ground, sidewalk, or pavement surface above which the sign is mounted, except that in no case shall the blade sign extend above the roof of the building onto

which the sign is mounted, or if mounted adjacent to a parapet, the sign shall not extend above the parapet.

d. The blade sign shall not project more than 36 inches from the wall onto which the blade sign is mounted.

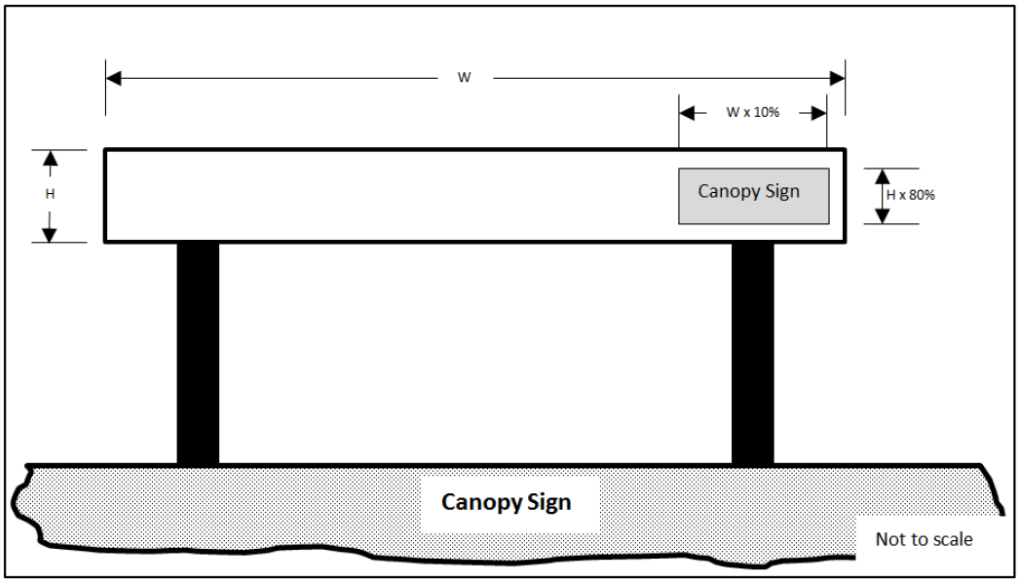
e. The blade sign shall not be externally illuminated in any manner except by ambient lighting as may be present on the property; however, blade signs may be internally illuminated in accordance with the requirements set forth in section 10.



3. *Canopy signs.*

a. Canopy signs shall not exceed 80 percent of the height of the face of the canopy onto which the canopy sign is mounted.

b. Canopy signs shall not exceed ten percent of the width of the face of the canopy onto which the canopy sign is mounted.



c. Canopy signs may be internally illuminated or back-lit in accordance with the requirements set forth in section 9. Level 1 electronic messaging is permitted on a canopy sign, subject to the provisions outlined in section 11.

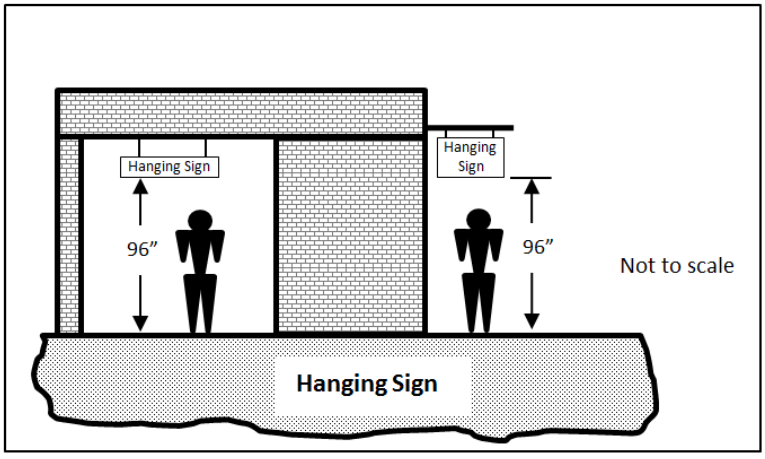
4. *Marquee signs.*

a. The marquee sign shall be affixed to the face plane of the marquee and shall not extend above the uppermost or lowermost limits of the marquee.
b. The marquee sign shall not exceed 80 percent of the width of the face of the marquee onto which the sign is mounted.
c. Marquee signs may be internally illuminated or back-lit in accordance with the requirements set forth in section 9. Level 1 electronic messaging is permitted subject to the provisions outlined in section 11.

5. *Awning signs.* In mixed-use, commercial and industrial zoning districts, awnings may be integrated with sign copy, but shall not contribute towards the overall building wall sign area of a particular building.

6. *Hanging signs.* In mixed-use, commercial and industrial zoning districts, hanging signs are permitted subject to the following time, place, and manner restrictions:

a. Not more than one hanging sign is permitted per customer entrance and shall be mounted above the customer entrance or as close as reasonably practicable.
b. The maximum sign area of the hanging sign shall not exceed six square feet.
c. Where a hanging sign is erected above a pedestrian pathway, the bottom of the sign shall be not less than 96 inches from the walkable surface above which the hanging sign is placed.
d. The hanging sign shall not be externally illuminated in any manner except by ambient lighting present on the property; however, such signs may be internally illuminated in accordance with the requirements set forth in section 10.



7. *Window signs and sunscreens.*

a. Window signs are allowed provided the combined sign area for all window signs affixed to a particular window does not exceed 40 percent of the individual window pane. Etched or stained glass, when integral to the window, shall not be included in the sign area calculation.
b. Sunscreen material may cover 100 percent of the window pane, provided not more than 40 percent of the window pane is covered by any mural or other graphics.
c. Window signs shall not contribute towards the aggregate building wall sign area of a building.

C *Freestanding ground signs.*

1. *Class I monument signs (menu signs) and class II monument signs (preview signs) for drive-through businesses.* Drive-through businesses may utilize one class I monument sign and one class II monument sign per drive-through lane subject to the following:

a. The bottom of the sign copy of a class I monument sign or class II monument sign shall not be less than two feet above the adjacent drive-through lane's paved surface.
b. The overall height of the sign structure of a class I monument sign or class II monument sign shall not be more than eight feet above the adjacent drive-through lane's paved surface.
c. The sign area for an individual class I monument sign or class II monument sign shall not exceed 50 square feet.
d. A class I monument sign shall not be audible from any residential zoning district or residential use, hotel or motel room, or patient room of an overnight medical facility.
e. No class I monument sign or class II monument sign may be located within 100 feet of a residential zoning district or use.
f. Class I monument signs and class II monument signs may be internally illuminated in accordance with the requirements set forth in section 10.
g. Level 2 electronic messaging is permitted, subject to the provisions outlined in section 11.

2. *Class III monument signs (directional signs).* Class III monument signs are permitted along the street frontage in conjunction with a driveway serving any multi-family residential, commercial or industrial development, subject to the following:

a. The class III monument sign shall not exceed 30 inches in height as measured from the adjacent pavement surface of the roadway served by the sign;
b. The sign area of a class III monument sign shall not exceed six square feet;

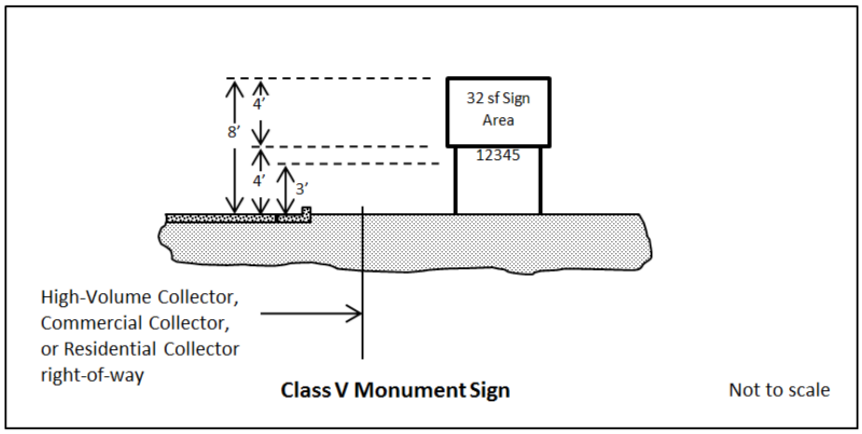
c. The class III monument sign may be internally illuminated, back-lit, or externally illuminated as outlined in section 10 provided the source of external illumination is not visible.

3. *Class IV monument signs (directory signs).* Class IV monument signs are permitted within the interior of any multi-family residential, commercial or industrial development, subject to the following:

a. The class IV monument sign shall not exceed six feet in height as measured from the adjacent pavement surface of the roadway or sidewalk served by the sign;
b. The sign area of a class IV monument sign shall not exceed 12 square feet;
c. The class IV monument sign may be internally illuminated, back-lit, or externally illuminated in accordance with the requirements set forth in section 10 provided the source of external illumination is not visible.

4. *Class V monument signs (minor monument signs)*.

a. Class V monument signs are permitted in conjunction with non-residential uses in a residential zone, not including cottage industries or home occupations; or in multi-family uses in multi-family zoning; or in non-residential uses in a non-residential zone.
b. One class V monument sign meeting the requirements outlined below is permitted for every 150 feet of collector or arterial street frontage or portion thereof, regardless of the presence or location of driveway, provided sight distance requirements are met. The minimum spacing between individual class V monument signs, or between a class V monument sign and a class VI monument signs, located on the same property shall be not less than 150 feet measured radially.
c. When allowed, the height of the class V monument sign shall not exceed eight feet as measured from the edge of pavement of the street being served by the sign, nor shall the maximum sign area exceed 32 square feet. The bottom edge of the sign copy shall be no lower than four feet above the adjacent edge of pavement of the street being served by the sign. The height of the sign structure may extend an additional two feet above the face if the sign provided said extension is limited to non-illuminated architectural embellishments and contains no sign copy.



d. The base of a class V monument sign shall be fitted with the address of the property or properties in a manner that is consistent with section 13.

e. A class V monument sign shall be located within a landscape area not less than 80 square feet.

f. Class V monument signs shall be setback not less than two feet from the right-of-way line except that in the event a public utility easement is present, in which case the sign shall be setback not less than two feet from the easement.

g. Class V monument signs may be internally illuminated, back-lit or externally illuminated in accordance with the requirements set forth in section 10.

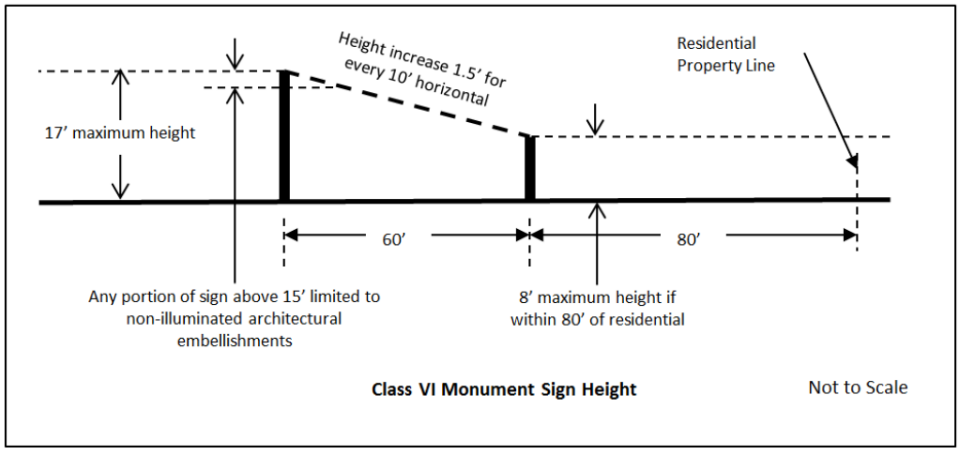
h. Level 1 electronic messaging and level 2 electronic messaging are permitted on a monument sign, subject to the provisions outlined in section 11.

5. *Class VI monument signs (major monument signs).*

a. Class VI monument signs are permitted in conjunction with non-residential uses in a non-residential zone or that portion of a planned area development where the land use plan of the PAD specifically calls out non-residential uses.

b. Class VI monument signs shall only be located adjacent to a parkway, major arterial street, minor arterial street, or along grand avenue. When allowed, one class VI monument sign meeting the requirements outlined below is permitted for every 150 feet of said roadway or portion thereof, regardless of the presence or location of driveway, provided sight distance requirements are met. The minimum spacing between individual class VI monument signs located on the same property shall be not less than 150 feet measured radially. The minimum spacing between class V monument signs and class VI monument signs located on the same property shall not be less than 150 feet measured radially. Properties with less than 150 feet of parkway, major arterial street, minor arterial street, or grand avenue frontage shall not be permitted any class VI monument sign.

c. No class VI monument sign may be located within 80 feet of a property having single-family residential zoning. The height of a class VI monument sign located 80 feet or more from a property having single-family zoning shall not exceed eight feet at 80 feet distant; however, the height of a class VI monument sign may increase one and one-half foot for every additional ten feet of horizontal distance the sign is located away from a property having single-family residential zoning up to a maximum height of 17 feet, provided however that any height in excess of 15 feet shall be limited to architectural embellishments.



d. The sign area of a class VI monument sign shall be limited to 36 square feet, but may increase 12 square feet for every one foot increase in the overall height of the sign up to a maximum sign area of 120 square feet.

e. The base of a class VI monument sign shall be fitted with the address of the property or properties in a manner that is consistent with section 13.

f. A class VI monument sign shall be located within a landscape area not less than the maximum sign area allowed for that sign.

g. Class VI monument signs shall be setback not less than two feet from the right-of-way line. Further, in the event a public utility easement is present, the sign shall be setback not less than two feet from the easement, unless the property owner signs a waiver acknowledging the prior rights of the utility companies to occupy said easement.

h. Class VI monument signs may be internally illuminated, back-lit or externally illuminated in accordance with the requirements set forth in section 10.

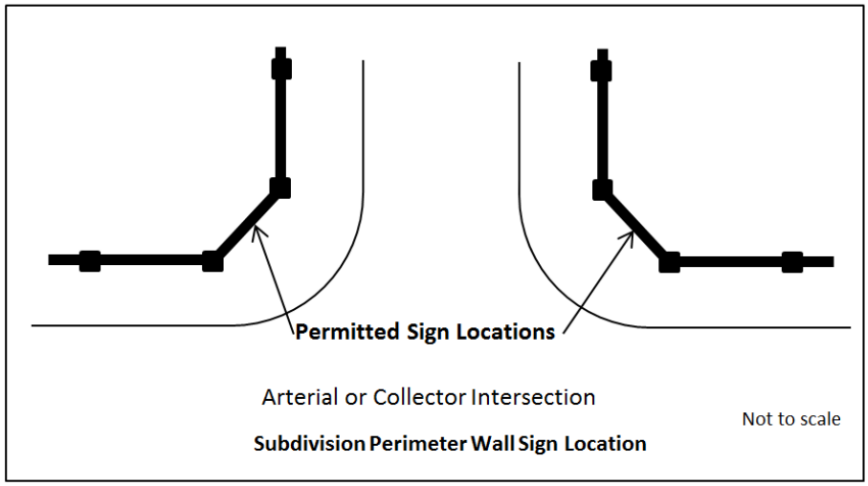
i. Level 1 electronic messaging and level 2 electronic messaging are permitted on a class VI monument sign, subject to the provisions outlined in section 11.

6. *Roadway arch signs.* Roadway arch signs may be erected within any commercial or industrial development subject to the following:

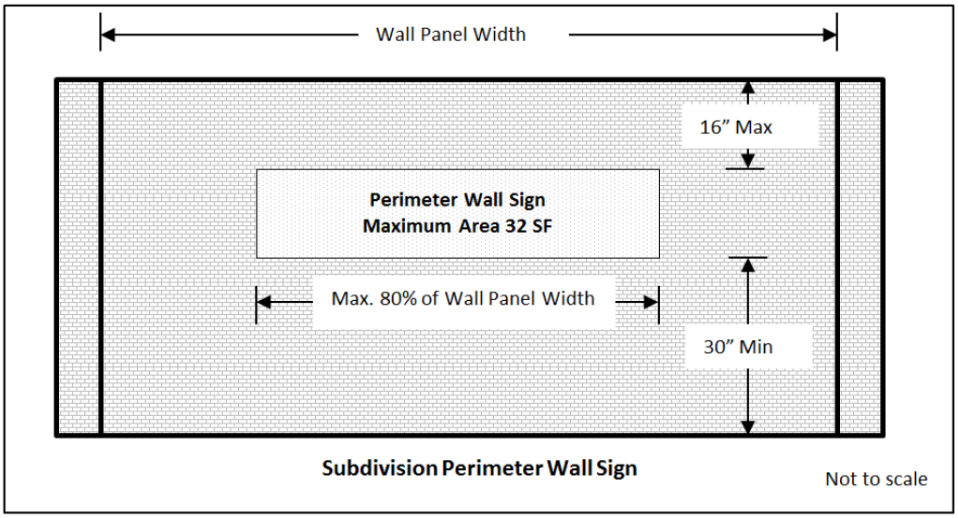
a. Roadway arch signs shall maintain a vehicular clearance of not less than 18 feet;
b. Roadway arch signs shall not interfere with pedestrian or vehicular movement;
c. Roadway arch signs may be internally illuminated, or back-lit in accordance with the requirements set forth in section 10 except that if the roadway arch sign is located within 100 feet of any residential zoning district or use, the roadway arch sign shall not be illuminated.

7. *Subdivision perimeter wall signs.*

a. Where a subdivision perimeter wall is located adjacent to a street corner that intersects a collector or arterial street, one subdivision perimeter wall sign may be affixed to the wall panel of the subdivision perimeter wall most closely oriented to the intersection, subject to the specific requirements outlined below.



b. The maximum sign area shall not exceed 32 square feet.
c. The width of the sign shall not exceed 80 percent of the width of the perimeter wall panel into which the sign is mounted.
d. The bottom of the sign shall be no lower than 30 inches from the adjacent grade.
e. The top of the sign shall be no higher than 16 inches from the top of the wall panel onto which the sign is mounted.
f. The sign may be back-lit or externally illuminated provided the source of illumination is not visible from the street or from the adjacent residential property and is otherwise in accordance with the requirements set forth in section 10.



8. *Freeway monument signs.* Freeway monument signs may be permitted as outlined in this section:

   a. *State Route 303 Corridor.* Freeway monument signs may be located within the following portions of the State Route 303 Corridor, subject to prior approval of a conditional use permit to be processed as a Type 3 application in accordance with Chapter 102 of this Ordinance:

      (1) *State Route 303 and U.S. 60.* An area of land generally located at the intersection of State Route 303 and U.S. 60, being situated in the south half of Section 18 and the north half of Section 19, Township 4 North, Range 2 West and the south half of Section 36, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

      BEGINNING at a point located at longitude 112°24'13" west by latitude 33°40'49" north, thence southwesterly along a line bearing N43°00'58"E a distance of 1,320 feet to the beginning of a non-tangent curve the center of which is said longitude and latitude; thence clockwise along the arc of said curve a distance of approximately 2,070 feet, thence departing said arc southeasterly along a line bearing N46°13'20"W a distance of 1,320 feet to the POINT OF BEGINNING

      (2) *State Route 303 and Bell Road.* An area of land generally located at the intersection of State Route 303 and Bell Road, being situated in the north half of Section 1, Township 3 North, Range 2 West and the south half of Section 36, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the north quarter corner of said Section 1, thence easterly along the north line of the northeast quarter of said Section 01 a distance of 850 feet to the beginning of a non-tangent curve the center of which is said north quarter corner; thence clockwise along the arc of said curve a distance of approximately 4,000 feet to a point on the east line of the southwest quarter of said Section 36, thence departing said curve, southerly along said east line a distance of 850 feet to the POINT OF BEGINNING

(3) *State Route 303 and Greenway Road.* An area of land generally located at the intersection of State Route 303 and Greenway Road, being situated in the southeast quarter of Section 1, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the south quarter corner of said Section 01, thence northerly along the west line of said southeast quarter a distance of 450 feet to the beginning of a non-tangent curve the center of which is said south quarter corner; thence clockwise along the arc of said curve a distance of approximately 700 feet to a point on the south line of said southeast quarter; thence departing said curve, westerly along said south line a distance of 450 feet to the POINT OF BEGINNING

(4) *State Route 303 and Cactus Road.* An area of land generally located at the intersection of State Route 303 and Cactus Road, being situated in the northeast quarter of Section 24, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

BEGINNING at the north quarter corner of said Section 24; thence easterly along the north line of said northeast quarter a distance of 850 feet to the beginning of a non-tangent curve the center of which is said north quarter corner; thence clockwise along the arc of said curve approximately 1,340 feet to a point on the west line of said northeast quarter; thence departing said curve, northerly along said west line a distance of 850 feet to the POINT OF BEGINNING

(5) All freeway monument signs located within the aforementioned locations are subject to the provisions in subsections 9(c)(9)b.—e.

b. *Additional locational requirements.* The following additional locational requirements apply for all freeway monument signs regardless of where in the corridor it is located:

(1) Freeway monument signs may only be approved on lands zoned for commercial or industrial uses.
(2) No freeway monument sign shall be located within 300 feet of a property zoned for residential uses, or any open space tract that is associated with a residential development.
(3) Freeway monument signs shall not be located closer than 20 feet from the adjacent right-of-way.
(4) Spacing between freeway monument signs shall be not less than 750 feet, unless separated by a freeway or arterial right-of-way.
(5) Freeway monument signs shall not be allowed within a natural or manmade watercourse.

c. *Dimensional requirements.* The following dimensional requirements apply for all freeway monument signs regardless of the corridor in which it is located:

(1) The overall height of a freeway monument sign shall not exceed 65 feet as measured from the finished grade of the site where the freeway monument sign is located to the highest point of the sign structure.
(2) Freeway monument signs shall be allowed an extra three feet in height for architectural embellishments.
(3) The sign area of a freeway monument sign shall not exceed 650 square feet.

d. *Design requirements.* The following design requirements apply for all freeway monument signs regardless of the corridor in which it is located:

(1) Freeway monument signs may incorporate level 2 electronic messaging centers as outlined section 11 herein, except that electronic messaging centers used in freeway monument sign applications may occupy up to 50 percent of the allowable sign area of the sign, exclusive of architectural embellishments as required herein, and provided such electronic messaging centers are turned off between 11:00 p.m. and dawn.
(2) Freeway monument signs shall incorporate architectural features of the commercial development on which the sign is located; however, such embellishments shall not include any sign copy.
(3) Freeway monument signs shall require a landscaped area equal to four square feet of landscaping for each square foot of sign area and shall be located around the base of the sign; freeway monument signs may be illuminated by externally-illuminated indirect or internal lighting.

e. Any conditional use permit approval is hereby conditioned upon the applicant obtaining a valid construction permit for the freeway monument sign approved under said conditional use permit. The applicant shall obtain certificate of completion from the city within six months of approval of the conditional use permit by the City Council. Failure to obtain a certificate of completion within the designated time allotment shall render the conditional use permit null and void; however, the city manager or designee may grant a one-time extension for a period not to exceed six months when in the opinion of the city manager or designee the circumstances warrant such.

9. *Billboard Signs:* Billboard Signs may be permitted as outlined in this Section:

a. *State Route 303 Corridor:* One (1) Billboard Sign~~s~~ may be located within that portion of the State Route 303 Corridor between a specific point located at Latitude 33°41'49" N by Longitude 112°21'35" W and extending in a westerly direction along the northern right-of-way line of State Route 303 ~~from the southeast corner of Section 9 of the Gila and Salt River Base and Meridian and extending in a westerly direction~~ a distance of approximately 3,960' ~~along the south line of Section 9 located at Latitude 33°41'49" N by Longitude 112°21'35" W and~~ to the specific point of Latitude 33°41' 47" N by Longitude 112°22' 22" W, subject to prior approval of a Conditional Use Permit in accordance with Chapter 102-6.3 of the Surprise Land Development Ordinance. All billboard signs located within the aforementioned corridor are subject to the provisions in Paragraph 109-1.9.C.9:

(1) Billboard signs located within the State Route 303 corridor as defined above shall serve eastbound and/or westbound traffic but shall only be located north of the freeway right-of-way. Further, where a billboard sign is located within the State Route 303 Corridor, at least one (1) sign face shall consist of an Electronic Messaging Center.

(2) The overall height of a billboard sign within the State Route 303 Corridor shall not exceed forty-five (45) feet as measured from the adjacent roadway to the top of the sign structure, exclusive of architectural embellishments as permitted in this Section.

(3) The overall dimensions of the sign panel associated with a billboard sign within the State Route 303 Corridor shall not exceed forty-eight (48) feet in width and fourteen (14) feet in height for a total sign area not to exceed 672 square feet, exclusive of architectural embellishments as permitted in this Section.

b. *Additional Locational Requirements:* The following additional locational requirements apply for all billboard signs:

(1) Billboard signs may only be approved within a Planned Area Development (PAD), that portion of the PAD in which the approved land use plan specifically calls out commercial, industrial or employment uses and in Commercial or Industrial zoning districts, and only within the specified Corridor.

(2) Billboard signs shall not be located closer than twenty (20) feet from the State Route 303 right-of-way line and not further than 200 feet from said right-of-way line.

(3) No billboard sign shall be approved within 660 feet of any Freeway Monument Sign existing at the time of Conditional Use Permit application for the billboard sign in question.

~~(4) No billboard sign shall be approved within 1760' of any billboard sign approved or existing at the time of Conditional Use Permit application for the billboard sign in question.~~

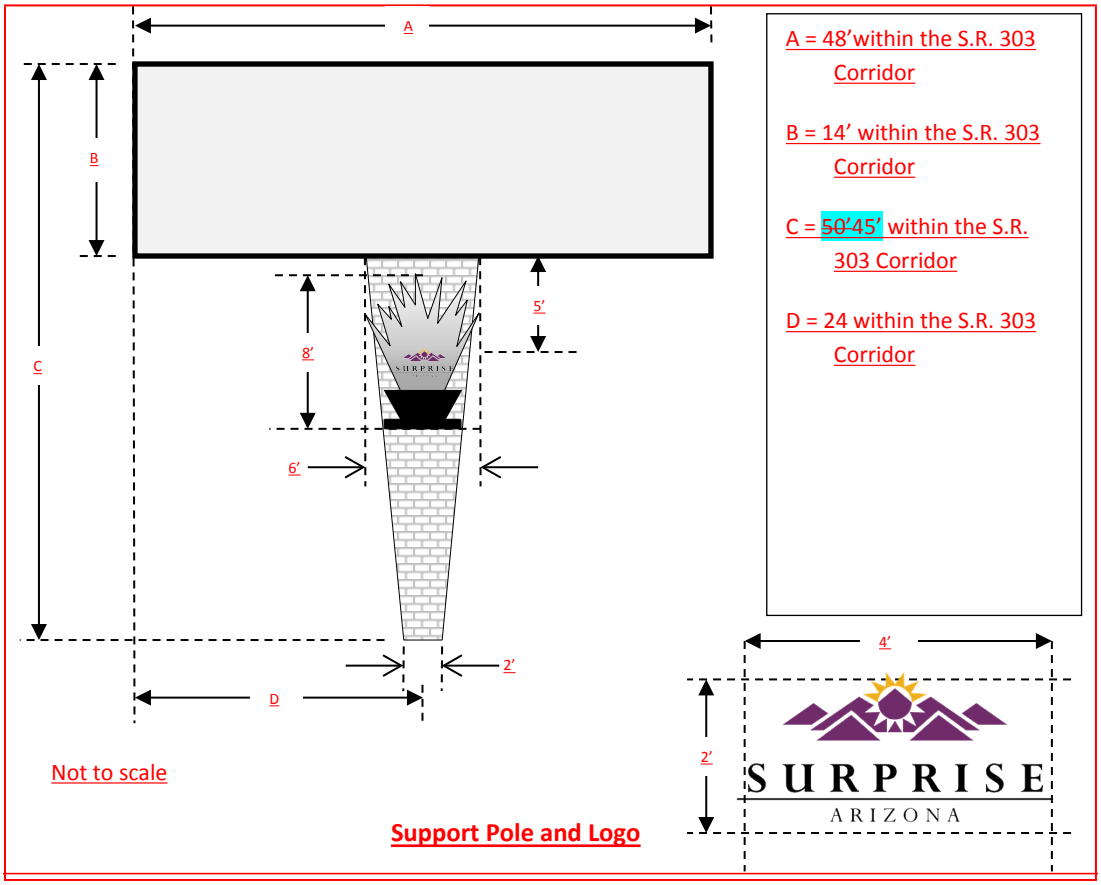
c. *Design Requirements:* The following design requirements apply for all billboard signs:

(1) Billboard Signs may incorporate Level 2 Electronic Messaging Centers as outlined Chapter 109-1.11.6 herein, except that Electronic Messaging Centers used in billboard applications may occupy up to 100% of the allowable sign area of the billboard, exclusive of architectural embellishments as may be permitted or required herein and provided such Electronic Messaging Centers are turned off between 11:00 PM and dawn.

(2) Billboard Signs shall be supported by a single pole or column, which shall be dimensionally centered beneath the sign panel and shall incorporate a pole cover comprised of stone, brick or other architecturally compatible material that conceals the structural component of the pole or column. Unless an alternative design is approved by the Planning and Zoning Commission, the pole cover shall be of a trapezoidal shape, with a base width equal to one-third (1/3) the width of the top of the pole cover.

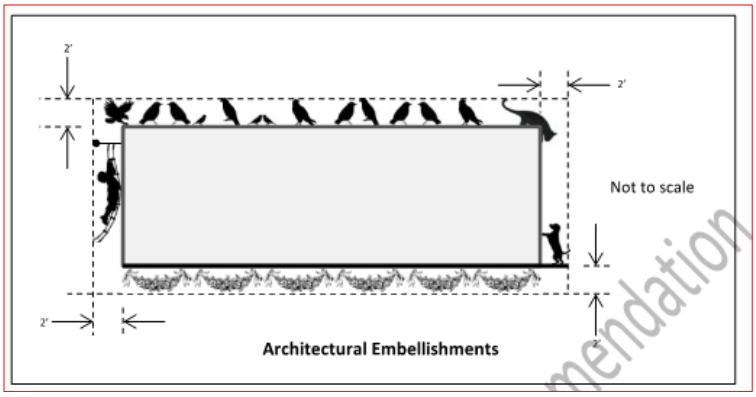
(3) Unless an alternative design is approved by the Planning and Zoning Commission, the supporting pole or column shall also include additional architectural embellishments

that incorporate the official Primary City of Surprise Logo superimposed onto a stylized agave image. The logo shall be approximately two (2) feet tall by four (4) feet wide. The stylized agave image shall be eight (8) feet high by six (6) feet wide. The vertical center of the arrangement shall be five (5) feet below the lower edge of the sign panel.



Support Pole and Logo

(4) Artistic or architectural embellishments up to thirty (30) square feet may be attached to the perimeter of the sign panel, provided said embellishments do not extend more than two (2) feet in any direction beyond the face of the sign and do not otherwise obstruct the architectural embellishments as may be required under Paragraph 109-1.9.C.9.c above.



d. Any Conditional Use Permit approval is hereby conditioned upon the applicant obtaining a valid construction permit for the billboard sign approved under said Conditional Use Permit. The applicant shall obtain Certificate of Completion from the City of Surprise within six (6) months of approval of the Conditional Use Permit by the Planning and Zoning Commission. Failure to obtain a Certificate of Completion within the designated time allotment shall render the Conditional Use Permit null and void; however, the City Manager or designee may grant a one-time extension for a period not to exceed six (6) months when in the opinion of the City Manager or designee the circumstances warrant such.

EXHIBIT 5

Section 109-1.11 Electronic Messaging re: Billboards

109-1.11 Electronic messaging centers (EMCs).

A *Levels of electronic messaging.* For purposes of this chapter, electronic messaging centers (EMCs) are divided into two categories: level 1 electronic messaging and level 2 electronic messaging, as defined in section 6.

B *EMC illumination.* The nighttime illumination of an electronic messaging center shall conform to the criteria set forth in this section.

1. *Illumination measurement criteria.* The illuminance of an electronic messaging center shall be measured with an illuminance meter set to measure foot-candles accurate to at least two decimals. Illuminance shall be measured with the EMC turned off, and again with the EMC displaying a white image for a full color-capable electronic messaging center, or a solid message for a single-color electronic messaging center. All measurements shall be taken perpendicular to the face of the electronic messaging center at the distance determined by the total square footage of the electronic messaging center as set forth in table 109-1b below.

TABLE 109-1b
MEASUREMENT DISTANCE AS A FUNCTION OF SIGN AREA

Area of Sign (sq. ft.)	Measurement Distance (ft.)	Area of Sign (sq. ft.)	Measurement Distance (ft.)
5	22	55	74
10	32	60	77
15	39	65	81
20	45	70	84
25	50	75	87
30	55	80	89
35	59	85	92
40	63	90	95
45	67	95	97
50	71	100	100
For EMCs with an area in square feet other than those specifically listed in this table, the measurement distance may be calculated using the following formula: Measurement Distance = √Area of sign sq. ft. x 100			

2. *EMC illumination limits.* The difference between the "off" and "solid-message" measurements using the illumination measurement criteria outlined in subsection 11(b)(1) above shall not exceed 0.3 foot-candles at night.

3. *Dimming capabilities.* All permitted electronic messaging centers shall be equipped with a sensor or other device that automatically determines the ambient illumination and is programmed to automatically dim according

to ambient light conditions, or that can be adjusted to comply with the 0.3 foot-candle measurement criteria.

4. *EMCs as a portion of sign area.* When allowed, electronic messaging centers may comprise not more than 50 percent of the allowable sign area of a particular sign.

5. *Certification.* Prior to the issuance of a permit relating to an electronic messaging center, the applicant shall provide a written certification from the owner of the sign attesting that said owner has read and understands the provisions of this section, agrees to abide by said section, and agrees to cooperate with City of Surprise staff with regards to any nighttime testing that may be necessary should the 0.3 foot-candle limitation be at question.

6. When Electronic Messaging Centers are utilized in conjunction with a Billboard Sign, the sign area of the Electronic Messaging Center may encompass 100% of the allowable sign area as outlined in Paragraph 109-1.9.C.9.

ORDINANCE # 2021-15

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A TEXT AMENDMENT TO THE LAND DEVELOPMENT ORDINANCE RELATING TO BILLBOARD SIGNS.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, on July 15, 2021, the Planning and Zoning Commission recommended approval of the proposed Text Amendment with provisions limiting the number of billboard signs to one (1) within the specified corridor and limiting the height to 45 feet;

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

Section 1. *Section 109-1.7 Permitted and Prohibited Signs*, of the Surprise Land Development Ordinance is hereby amended as described on attached ***Exhibit A***, and incorporated by this reference.

Section 2. *Section 109-1.9 Sign Classifications and Types*, of the Surprise Land Development Ordinance is hereby amended as described on attached ***Exhibit B***, and incorporated by this reference.

Section 3. *Section 109-1.11 Electronic Messaging Centers*, of the Surprise Land Development Ordinance is hereby amended as described on attached ***Exhibit C***, and incorporated by this reference.

Section 4. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed upon the effective date of this Ordinance.

Section 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 5. This Ordinance will become effective at the time and manner prescribed by law and shall then be incorporated into the Surprise Code of Ordinances at that time.

PASSED AND ADOPTED this _____ day of _____, 2021.

_____
Skip Hall, Mayor

Attest:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

Exhibit A

Section 109-1.7 Permitted and Prohibited Signs

109-1.7 Permitted and prohibited signs.

A Permitted signs by zoning district. Only those sign types and classes that are specifically listed in table 109-1a for each zoning district may be allowed, subject to the provisions outlined elsewhere in this chapter.

TABLE 109-1a PERMITTED SIGNS
(P = permitted, shaded cell = not permitted, C = conditional use permit)

Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
TEMPORARY SIGNS											
109-1.9(a)(2)	Class I Temporary Signs (Small A-Frame Signs)	P	P	P				P			
109-1.9(a)(3)	Class II Temporary Signs (Large A-Frame Signs)					P	P	P	P		
109-1.9(a)(4)	Class III Temporary Signs (Small Post Signs)			P	P	P	P	P	P		P
109-1.9(a)(5)	Class IV Temporary Signs (Large Post Signs)			P	P	P	P	P	P		P
109-1.9(a)(6)	Banner Signs and Festoons			P	P	P	P	P	P		P
109-1.9(a)(7)	Light Pole Banner Signs	P	P		P	P	P	P	P		P
109-1.9(a)(8)	Teardrop Banner Signs			P	P	P	P	P	P	P	P

TABLE 109-1a PERMITTED SIGNS (P = permitted, shaded cell = not permitted, C = conditional use permit)											
Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
109-1.9(a)(9)	Sign Walkers	P	P	P	P	P	P	P	P	P	P
109-1.9(a)(10)	Model Home Complex Signs			P				P			
109-1.9(a)(11)	Residential Subdivision Signs			P				P			
BUILDING MOUNTED SIGNS											
109-1.9(b)(1)	Building Wall Signs			P	P	P	P		P		P
109-1.9(b)(2)	Blade Signs			P	P	P	P		P		P
109-1.9(b)(3)	Canopy Signs				P	P	P		P		P
109-1.9(b)(4)	Marquee Signs						P				P
109-1.9(b)(5)	Awning Signs						P		P		P
109-1.9(b)(6)	Hanging Signs					P	P	P	P		P
109-1.9(b)(7)	Window Signs and Sunscreens			P	P	P	P	P	P		P
FREESTANDING GROUND SIGNS											
109-1.9(c)(1)	Class I Monument Signs (Menu Signs)						P		P		
109-1.9(c)(1)	Class II Monument Signs (Preview Signs)						P		P		
109-1.9(c)(2)	Class III Monument Signs	P	P	P	P	P	P	P	P	P	P

TABLE 109-1a PERMITTED SIGNS (P = permitted, shaded cell = not permitted, C = conditional use permit)											
Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
	(Directional Signs)										
109-1.9(c)(3)	Class IV Monument Signs (Directory Signs)				P	P	P		P		
109-1.9(c)(4)	Class V Monument Signs (Minor Monument Signs)			P	P	P	P		P		P
109-1.9(c)(5)	Class VI Monument Signs (Major Monument Signs)				P	P	P		P		P
109-1.9(c)(6)	Roadway Arch Signs	P	P				P		P		
109-1.9(c)(7)	Subdivision Perimeter Wall Signs			P	P	P	P				P
109-1.9(c)(8)	Freeway Monument Signs						C				
109-1.9(c)(9)	Billboard Signs						C				
OTHER SIGNAGE											
109-1.11	Level 1 Electronic Messaging			P	P	P	P	P	P		P
109-1.11	Level 2 Electronic Messaging				P	P	P		P		P

TABLE 109-1a PERMITTED SIGNS (P = permitted, shaded cell = not permitted, C = conditional use permit)											
Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
109-1.12	Reader Panels			P	P	P	P	P	P		P
109-1.13	Address Identification			P	P	P	P	P	P	P	P
109-1.14	Flags and Flagpoles			P	P	P	P	P	P		P

B Signs in the public street right-of-way. Signs are not permitted within the public street right-of-way, except for those signs erected by, or on behalf of the city, or as otherwise expressly permitted in this chapter.

C Signs in the private street right-of-way. Signs are not permitted within private street rights-of-way, except when associated with an approved planned area development (PAD) or comprehensive sign program (CSP), as required by the city, or as otherwise permitted in this chapter.

D Encroachments. No portion of any sign erected on any property may encroach into the public right-of-way, except as otherwise permitted in this chapter or where expressed written permission is granted by the city to allow said encroachment.

E Signs as an accessory use. All signs must be an accessory use to a primary use. In no case shall a sign be established as a primary use of the property; except that temporary signs as otherwise allowed within a given zoning district are exempt from this provision.

F Prohibited signs. The following sign types are specifically prohibited:

1. *Abandoned signs*, pole signs of a permanent nature, snipe signs, and median signs;

2. Animated signs, flashing, blinking, or rotating signs, festoons, inflatable signs including latex or mylar balloons, permanent banner signs, pennants, searchlights, streamers, signs other than class 1 monument signs that emit audible sound, and any clearly similar features;

3. Vehicle signs when the vehicle is placed in a location not approved for vehicular parking or storage;

4. Signs containing any words or symbols that would cause confusion because of their resemblance to highway traffic control or direction signals;

5. Merchandise, equipment, products or other items which are not available for purchase, but are intended to attract attention, or for identification or advertising purposes;

6. Signs located on trees, utility poles, public benches, or any other form of public property, or within any public right-of-way, unless explicitly permitted by these regulations;

7. Signs containing vulgar or profane messages, hate speech, or language intended to incite violence;

8. Signs greater than 30 inches in height and which are located within any sight visibility triangle of any street or driveway intersection as required by the Surprise engineering design standards;

9. Signs not expressly permitted as being allowed by right under this chapter, or by specific requirements in another portion of this chapter, or otherwise expressly allowed by the city board of adjustment;

10. Signs placed in locations that are deemed by the city to present a hazard to public safety, obstruct clear vision in the area, or interferes with the requirements of the Americans with Disabilities Act (42 United States Code sections 12101 through 12213 and 47 United States Code sections 225 and 611);

~~11. Billboard signs.~~

G Signs exempt from these regulations. The following signs are exempt from regulation under this chapter:

1. Governmental signs.

2. Any sign that is not visible from another property to the naked eye, provided said sign otherwise meets applicable Building Code requirements and the requirements of sections 109-1.10, 109-1.11 and 109-1.12 herein.

H Violation. Any sign that is not in compliance with this section is in violation of this chapter.

Exhibit B

Section 109-1.9 Sign Classifications and Types
(Limiting number of billboards to one and limiting height to 45')

109-1.9 **Sign classifications and types.** The following sign classifications and types as defined in **section 109-1.6** are permitted in the city as outlined in table 109-1a subject to the following "time, place and manner" restrictions.

A. Temporary signs. When allowed, temporary signs shall conform to the following requirements:

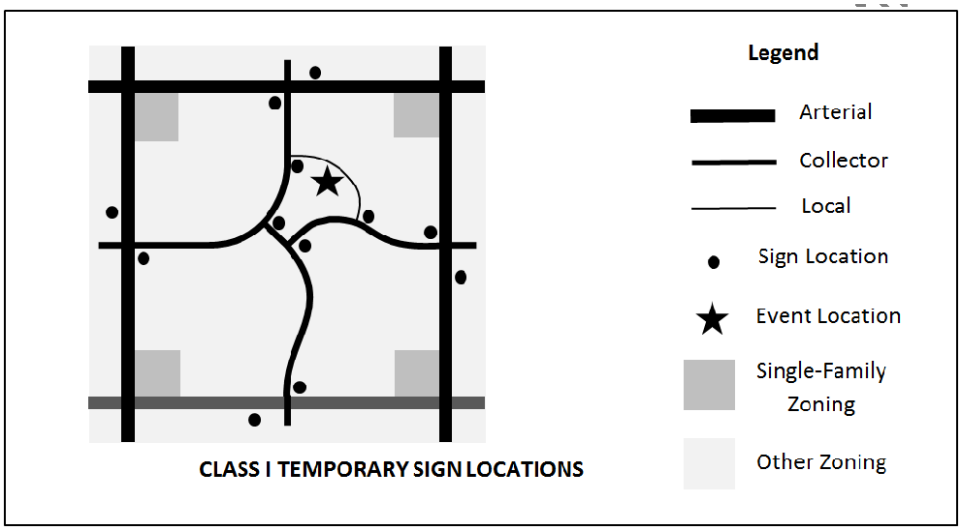
1. *General requirements.*

    a. Temporary signs shall not be illuminated in any manner except by ambient lighting present on the property.
    b. Temporary signs shall include the name and phone number of the contact person responsible for placing the sign.
    c. No temporary sign may interfere with the free movement of pedestrian or vehicular traffic.
    d. The supporting elements for class III temporary signs and class IV temporary signs may be directly buried or inserted into the soil; however, in no case shall concrete, or other permanent attachments to the ground, or attachment to other permanent structure(s) be utilized.

2. *Class I temporary signs (small A-frame signs).* Class I temporary signs, as defined herein, are allowed subject to the general requirements as stated above plus the following:

    a. Class I temporary signs are only allowed in conjunction with a lawful temporary event being held on land zoned for single-family residential uses.
    b. Class I temporary signs may be placed in the following locations when in association with a lawful temporary event occurring on land zoned for single-family residential uses:

        (1) One class I temporary sign at the site of the lawful temporary event,
        (2) One class I temporary sign at each local or collector street intersection leading from the site of the lawful temporary event to the adjacent arterial street grid,
        (3) Two class I temporary signs at the point where the local or collector street intersects with the arterial street. One sign may be located at the corner of the intersection on the side of the arterial street closest to the lawful temporary event. A second sign may be located on the opposite side of the arterial street, provided said sign is no further than 500 feet from the intersection.



CLASS I TEMPORARY SIGN LOCATIONS

c. When allowed, class I temporary signs may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. The sign may be weighted or ballasted; however, no such sign may be affixed to the ground or to any permanent structure.

f. Class I temporary signs may be placed one hour before the start of a lawful temporary event and shall be removed not more than one hour after the end of a lawful temporary event that occurs between the hours of 9:00 a.m. and 6:00 p.m. on Mondays, Tuesdays, Wednesdays, and Thursdays. In addition, class I temporary signs may be placed for any length of time between the hours of 4:00 p.m. Friday and 11:00 p.m. Sunday.

g. If the lawful temporary event being served by the class I temporary sign requires a temporary use permit, the locations of the class I temporary signs shall be included with the application materials.

3. *Class II temporary signs (large A-frame signs and pedestal signs).* Class II temporary signs, as defined herein, are allowed subject to the general requirements as stated above plus the following:

a. Class II temporary signs are only allowed in conjunction with a lawful commercial use including cottage industries, but not home occupations.

b. When a class II temporary sign is being utilized in conjunction with a lawful commercial use, one such sign may be located within 15 feet of the doorway of the customer entrance to the building in which the lawful commercial use is located.

c. When allowed, Class II temporary signs may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. The sign may be weighted or ballasted; however, no such sign may be affixed to the ground or to any permanent structure.

f. Class II temporary signs utilized in conjunction with a lawful commercial use may be displayed during the business hours of the business served by the Class II temporary signs.

4. *Class III temporary signs (small post-signs).*

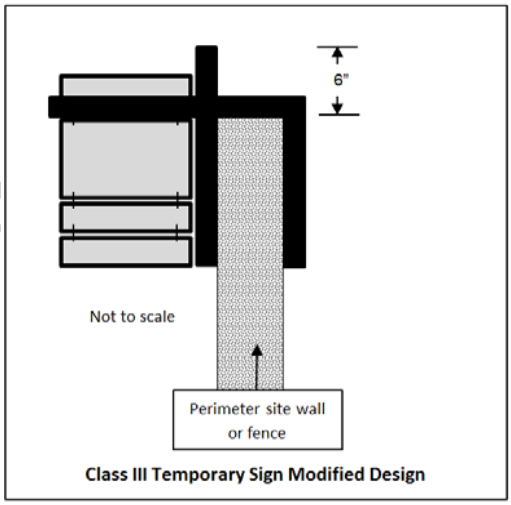
a. Not more than one class III temporary sign meeting the specific requirements outlined in this section is permitted per lot of record except that if said lot abuts more than one street, one additional class III temporary sign meeting said requirements may be erected along each additional street frontage.

b. In the event a property is vacant, additional class III temporary signs may be erected on said property provided the spacing between such signs is not less than 600 feet.

c. Class II temporary signs shall not be located within the street right-of-way, median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. In the event that a lot's perimeter site wall or fence is adjacent to or within 20 feet of a street, the class III temporary sign may be modified to allow the sign to be hung from but not attached to the perimeter site wall or fence provided the sign does not exceed the height of the wall or fence by more than six inches and does not interfere with pedestrian movement.



Class III Temporary Sign Modified Design

5. *Class IV temporary signs (large post-signs).*

   a. Not more than one class IV temporary sign meeting the specific requirements outlined in this section is permitted per lot of record except that if said lot abuts more than one street, one additional class IV temporary sign meeting said requirements may be erected along each additional street frontage, except that class IV temporary signs associated with a public hearing shall not be counted towards this total.

   b. Class IV temporary signs shall not be located within the street right-of-way, median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

   c. The maximum number of sign panels per sign structure shall not exceed two.

6. *Banner signs and festoons.*

   a. *General.* The following provisions apply to all banner signs and festoons:

      (1) Banner signs shall be equipped with ventilation flaps.
      (2) Banner signs and festoons shall be securely attached to the building or fence, but in no case shall be attached to freestanding poles or vegetation.

   b. *Residential.* Any number of banner signs, festoons or combination thereof are permitted per dwelling unit, provided the aggregate

length does not exceed 20 lineal feet and the aggregate area does not exceed 100 square feet.

c. *Non-residential.* Banner signs and festoons are permitted on properties zoned for non-residential use subject to the following:

(1) One banner sign may be placed on a building, provided the maximum area of the banner sign shall not exceed one square foot per linear foot of building elevation, not to exceed 500 square feet.

(2) For a single-tenant building, the width of the banner sign shall not exceed 80 percent of the width of the building elevation onto which the banner sign is attached. For multi-tenant building, the width of the banner sign shall not exceed 80 percent of the leased tenant frontage.

(3) Any number of festoons may be placed on a building provided the festoon contains no advertising copy, the aggregate length does not exceed 20 lineal feet, and the aggregate area does not exceed 100 square feet.

d. *Construction sites and temporary construction yards.* Banner signs are allowed in conjunction with active construction sites and temporary construction yards regardless of zoning, subject to the following:

(1) One or more banner signs may be affixed to the perimeter fence surrounding a construction site or temporary construction yard, provided said banner signs do not extend above the height of the perimeter fence.

(2) Individual banner signs shall not exceed ten feet in length. Where multiple banner signs are utilized in lieu of screening material on a fence surrounding a construction site or temporary construction yard, said signs shall be spaced not less than one foot apart unless the banner sign is fabricated of material with not less than 50 percent visual transparency, in which case this provision shall not apply.

7. *Light pole banner signs.*

a. Light pole banner signs may be attached to light poles when the pole is so equipped to receive such banner, except that in no case shall a light pole banner sign be affixed to a light pole in a public

right-of-way without the expressed written permission from the city.

b. The surface area of a single light pole banner sign shall not exceed eight square feet as measured on a single side.

c. When two light pole banner signs are affixed to a single light pole, both light pole banner signs shall be consistent with each other with respect to size and shape so as to create uniformity.

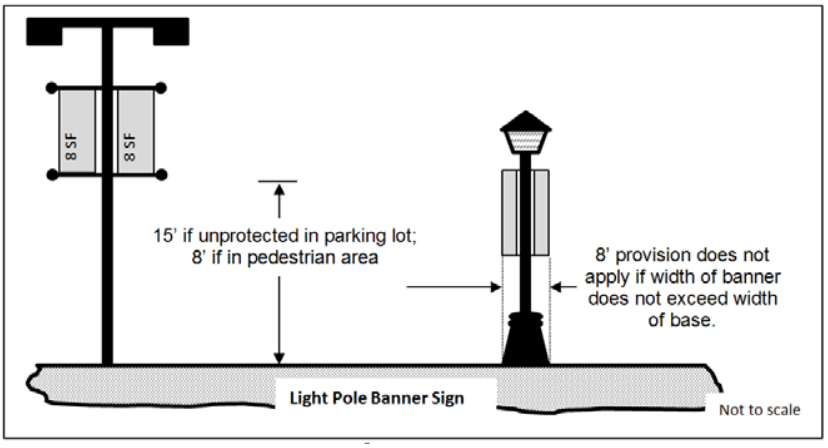
d. When the light pole onto which a light pole banner sign is placed is located within the paved portion of a parking lot, and the light pole base is unprotected from vehicular traffic, the bottom of the light pole banner sign shall be a minimum of 15 feet above the parking surface over which the banner is placed. If the base of the light pole is protected from vehicular traffic, this provision shall not apply.

e. When the light pole is located within a pedestrian area, the bottom of the light pole banner sign shall be a minimum of eight feet above the surface over which the light pole banner sign is placed, unless the light pole banner sign is sufficiently narrow so as to not extend beyond the base of the light pole.

f. Any horizontal supporting members shall either be removed when not in use or shall be of a hinged design and folded into a vertical position when not in use.

g. Light pole banner signs shall not be illuminated in any manner except as incidental to the lighting fixture supported by the light pole.

h. Light pole banner signs shall be equipped with ventilation flaps.



8. *Teardrop banner signs.*

a. Not more than two teardrop banner signs are permitted in conjunction with a lawful temporary event subject to the specific requirements as outlined herein except that in no case shall a teardrop banner sign be allowed on a vacant property.
b. Teardrop banner signs may only be erected on the property on which the lawful temporary event is occurring. In no case shall a teardrop banner sign be located within a public or private right-of-way.
c. No teardrop banner sign shall be located within 15 feet of a pedestrian path, sidewalk, or trail, whether public or private.
d. No teardrop banner sign shall be located within 15 feet of any vehicular parking surface or driveway.
e. No teardrop banner sign shall be located within 50 feet of any public or private right-of-way.
f. The maximum height of the sign structure as measured from the nearest adjacent grade shall not exceed 12 feet with the flag portion of the sign not exceeding 16 square feet.
g. The teardrop banner sign shall be supported by a pedestal, which may be weighted or ballasted to prevent being overturned, but in no case shall the supporting sign structure be inserted into the ground.

9. *Sign walkers.* Sign walkers are permitted to operate within the city subject to the following restrictions:

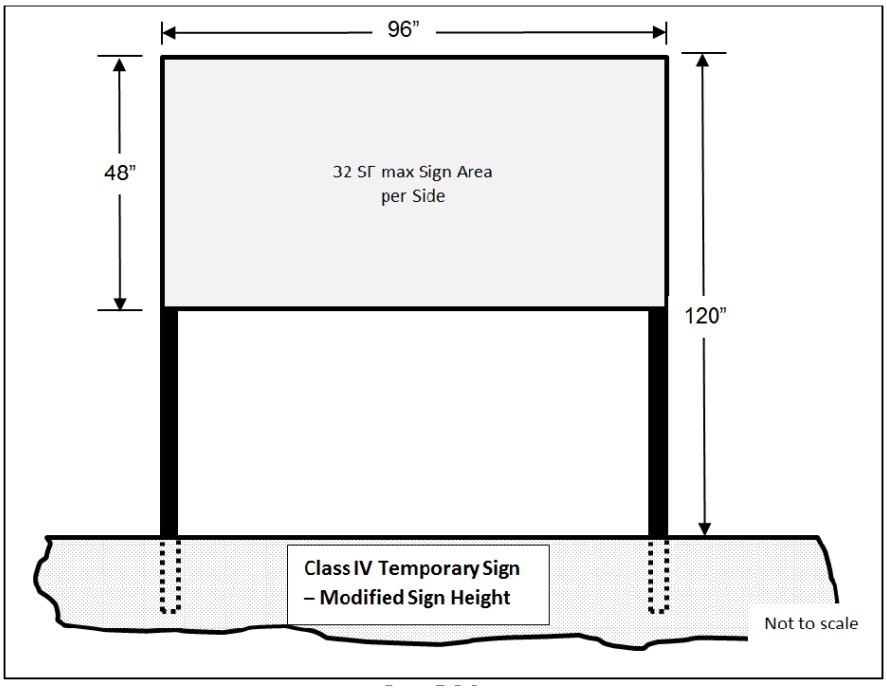
a. Sign walkers may only operate during daylight hours.
b. Sign walkers may only operate on a sidewalk intended for pedestrian travel, but shall at no time block the free and unobstructed movement of pedestrians or vehicles.
c. Sign walkers may carry a maximum of two single-sided signs not exceeding three square feet of sign copy each or one double-sided sign not exceeding 12 square feet of aggregate sign copy; however, in no case shall a sign walker carry any form of electronic messaging.
d. Sign walkers shall not display a sign in any manner other than by personally holding or wearing said sign.

10. *Model home complex signs.* In addition to other signs that are permitted in association with a single-family residence, a model home complex may employ the following:

a. One class III temporary sign meeting the requirements of subsection 9(a)(4) herein for each lot located within the

boundaries of an approved model home complex. Such signs shall not be illuminated except by ambient lighting.

b. One class IV temporary sign meeting the requirements of subsection 9(a)(5) herein may be located within the boundaries of the approved model home complex; however, if the model home complex is located adjacent to a collector or arterial street, the overall height of the class IV temporary sign allowed under this paragraph may be increased to 120 inches, provided the sign is designed to withstand windloads as required by the building codes in effect at the time the sign is erected. A class IV temporary sign permitted under this paragraph may be externally illuminated as outlined in section 10.



c. One flagpole not exceeding a height of 45 feet may be erected within the boundaries of the model home complex provided said flagpole is located within the building envelope or within the required front yard of the lot in which it is placed, but not located within any required side or required rear yard. A maximum of two flags may be displayed from said flagpole. The flag and flagpole permitted under this paragraph may be externally illuminated in accordance with **Chapter 107-Article 3** of the Surprise Municipal Code.

d. Two flagpoles not exceeding a height of 20 feet may be erected for each lot located within the boundaries of the approved model

home complex. A maximum of one flag may be displayed from each flagpole. Flagpoles permitted under this section may be erected along the perimeter of the model home complex. Flagpoles permitted under this paragraph shall not be illuminated except by ambient lighting.

e. Four additional teardrop banner signs meeting the requirements of subsection 9(a)(8) herein for each lot located within the boundaries of an approved model home complex. Except that subsections 9(a)(8)c., 9(a)(8)d. and 9(a)(8)e. shall not apply. Teardrop banner signs permitted under this section shall not be illuminated except by ambient lighting.

f. One banner sign not exceeding three feet in height and five feet in length may be attached to the trap fence. Said banner sign shall be equipped with ventilation flaps. Banner signs permitted under this paragraph shall not be illuminated except by ambient lighting.

g. One awning sign or canopy sign provided the awning or canopy is limited to the customer entrance to the sales office associated with the approved model home complex. Awning signs or canopy signs permitted under this paragraph shall not be illuminated except by ambient lighting.

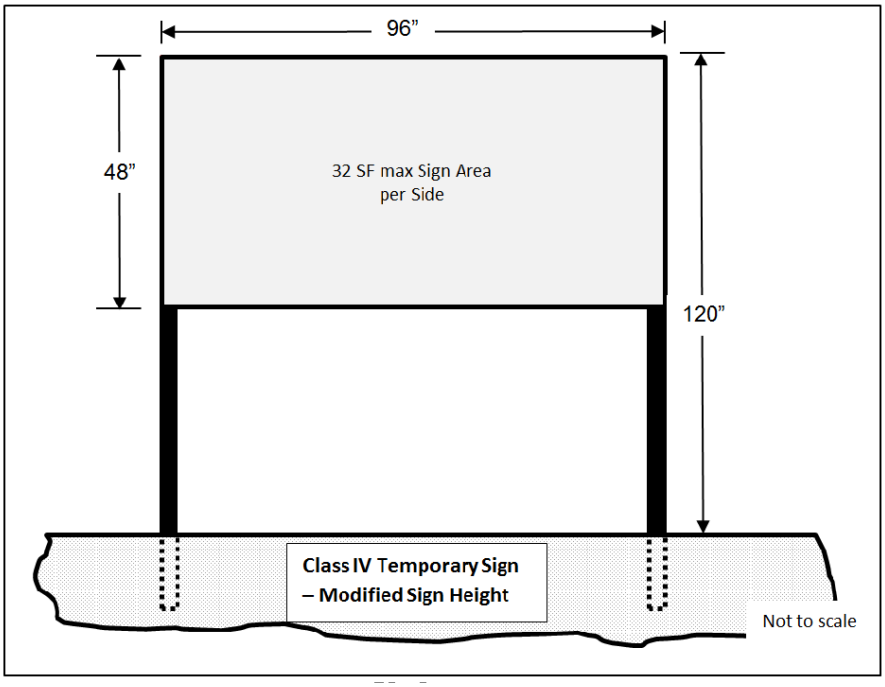
h. One building wall sign not exceeding four square feet may be affixed to the front elevation of the model home sales office facing the street from which the model home complex takes access. Said sign may be externally illuminated or back-lit in accordance with section 10.

i. Information regarding model home signs shall be included with the model home complex application packet to be reviewed and approved with the model home complex. In circumstances where model home complexes in existence as of the effective date of this chapter are to be retrofitted for purposes of implementing signage permitted under this section, an amendment to the approved model home complex is required.

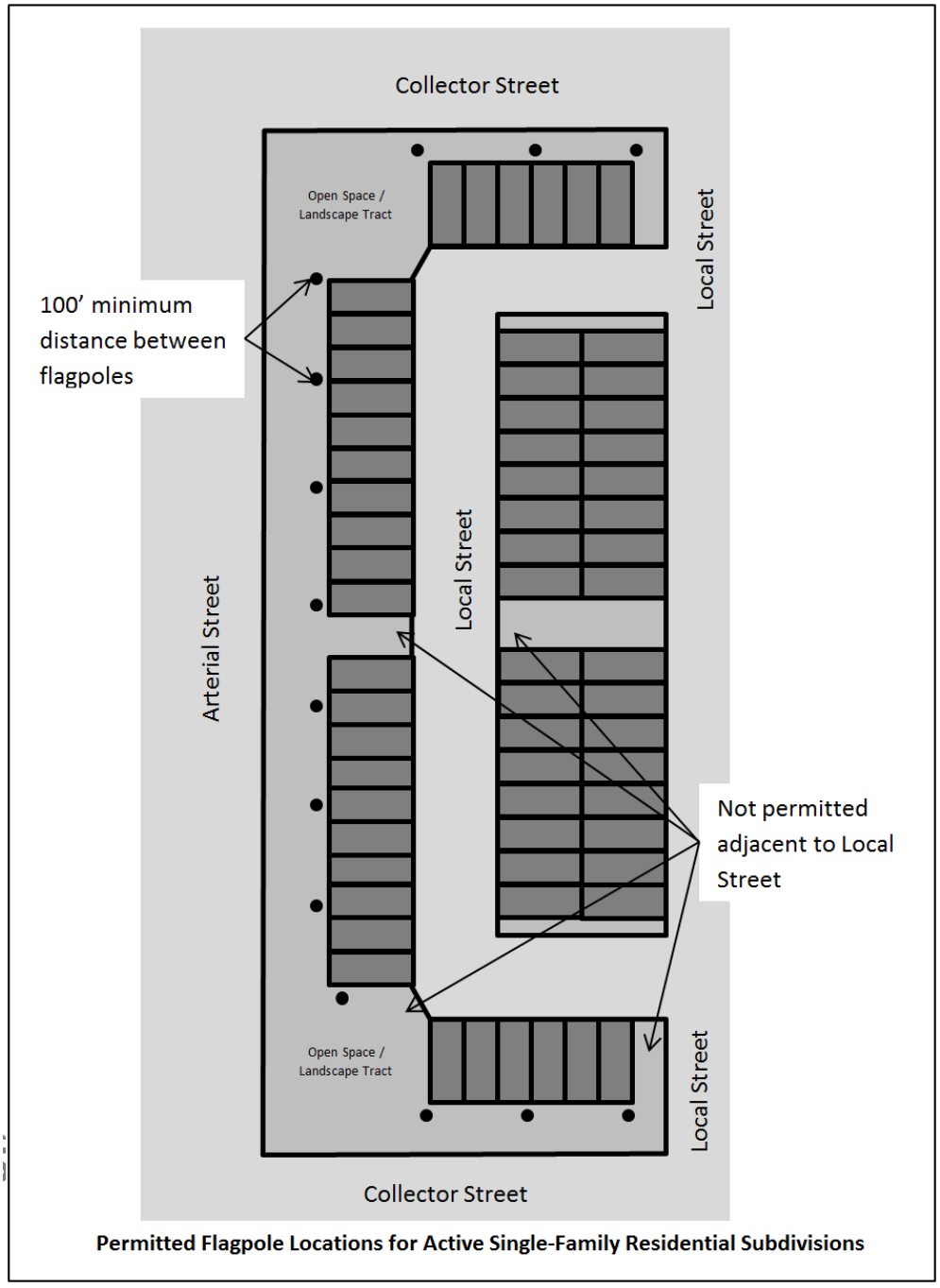
j. All model home signs permitted under this section shall be removed upon the conversion of the model homes to a residential use in accordance with subsection 106-10.29 of the Surprise Municipal Code.

11. *Active single-family residential subdivision signs.* In addition to other signs that may be permitted in association with a model home complex, the following signs are permitted within the boundaries of an active single-family residential subdivision:

a. One class IV temporary sign meeting the requirements of subsection 9(a)(5) herein may be located within the boundaries of an active single-family residential subdivision, provided such sign is located adjacent to a collector street or arterial street. The overall height of the class IV temporary sign allowed under this paragraph may be increased to 120 inches, provided the sign is designed to withstand windloads as required by the building codes in effect at the time the sign is erected. A class IV temporary sign permitted under this paragraph may be externally illuminated as outlined in section 10.



b. Where an active single-family residential subdivision includes an open space tract or landscape tract located adjacent to a collector street or arterial street, a series of flagpoles not exceeding 20 feet in height may be erected within said tract provided said flagpoles are spaced no closer than 100 feet apart; however, flagpoles permitted under this paragraph may not be located adjacent to any local street regardless of the location of the tract relative to the local street. Further, flagpoles permitted under this paragraph may not be illuminated except by ambient lighting.



Permitted Flagpole Locations for Active Single-Family Residential Subdivisions

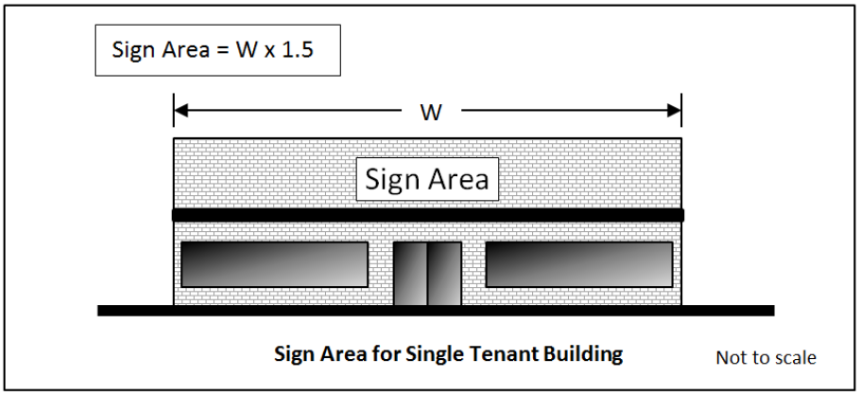
c. All active single-family residential subdivision signs shall be removed upon the close of escrow of the last lot in the subdivision or upon cessation of use, whichever comes first.

B. *Building-mounted signs.* Building-mounted signs may only be placed on building elevations which face a street or primary parking lot. For purposes of this section,

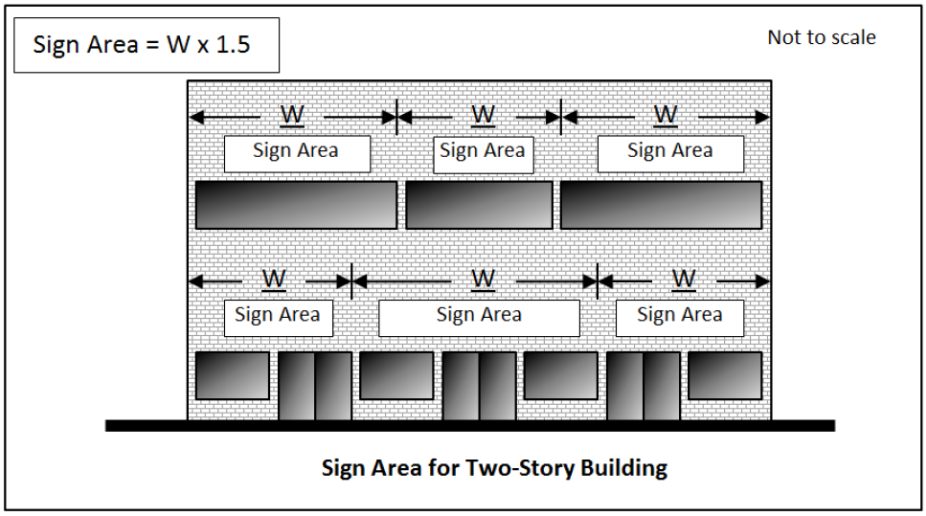
parking areas adjacent to service bays, access drives located behind a building, or alley ways are not considered primary parking areas.

1. *Building wall signs.* In other than residential zoning, building wall signs are permitted on any building elevation of any primary use building, subject to the following:

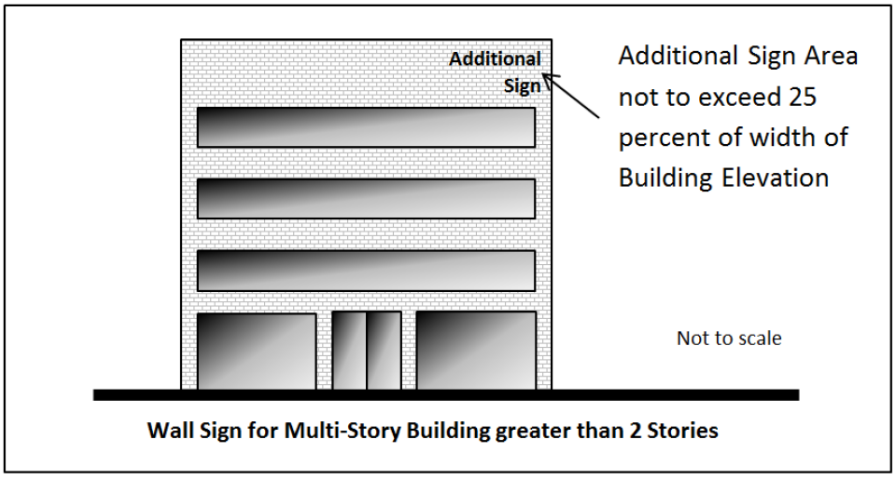
    a. For single story, single-tenant buildings, any number of building wall signs may be affixed to any building elevation, provided the aggregate sign area does not exceed one and one-half square foot per one linear foot of building elevation on which the sign is mounted.



    b. For two-story office buildings or two-story mixed-use buildings, each tenant who possesses leased tenant frontage on the exterior wall of the building may affix any combination of building wall signs provided the aggregate sign area does not exceed one and one-half square foot per one linear foot of that tenant's leased frontage. In the event a tenant does not possess leased tenant frontage located along the exterior of the building, this provision does not apply.



c. For multi-story buildings greater than two stories one building wall sign, the area of which not exceeding 25 percent of the width of the elevation may be affixed to each building elevation at a location that is nearest the top of the building provided said sign does not extend above the parapet, or in the case of an exposed pitch roof, the drip line of the roof. In no case shall such signs be affixed to an elevator shaft or equipment screening.

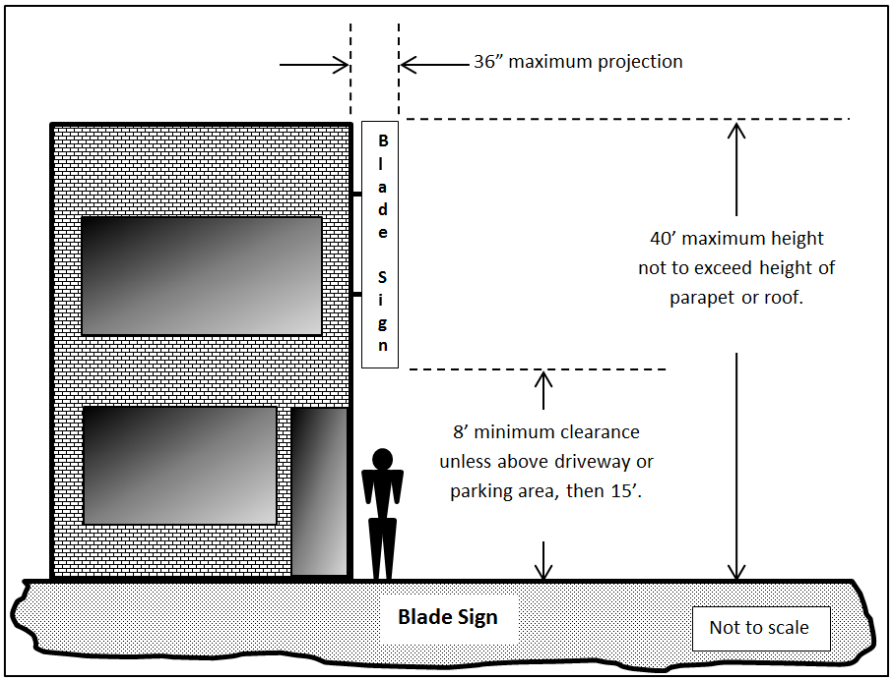


d. The sign area of any building wall sign serving an arterial street may be increased by 25 percent when the building is setback at least 600 feet from the public right-of-way and may be further increased an additional 25 percent for each additional 200 feet of setback, up to a maximum of 100 percent, provided the increase in sign area does not cause the sign to be in violation with the other provisions of this section.

e. The maximum width of a building wall sign shall not exceed 80 percent of the leased tenant frontage for a multi-tenant building, or building elevation for a single-tenant building.
f. Building wall signs shall be installed in a manner that does not obscure architectural features such as, but not limited to, pilasters, arches, windows, cornices, pop-outs, decorative trims, moldings, and frieze.
g. Building wall signs may be internally illuminated, externally illuminated, or back-lit, but may not include electronic messaging (EMCs). Further, illumination shall be in accordance with the requirements set forth in section 10.

2. *Blade signs.*

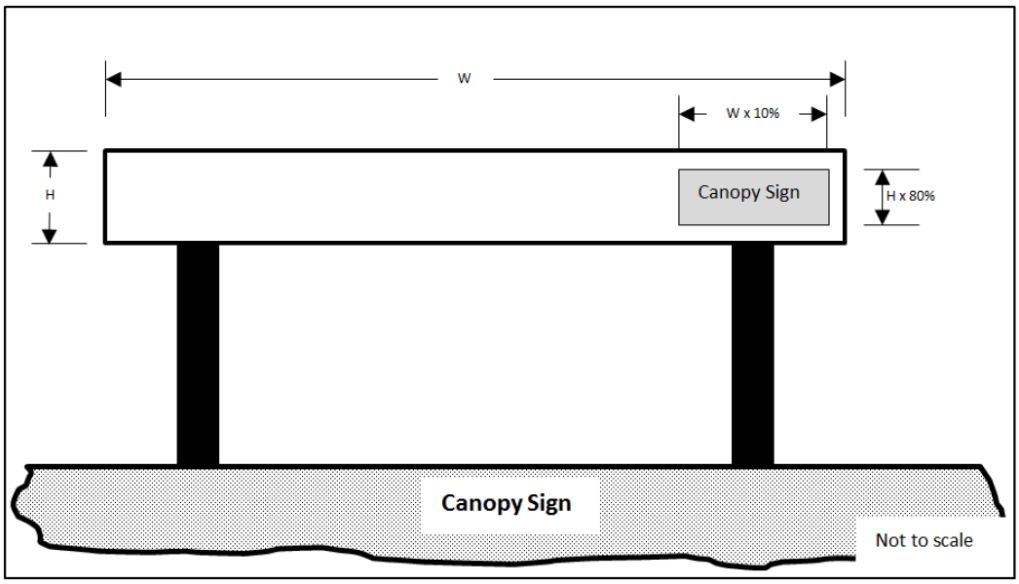
a. One blade sign is permitted per primary use multi-story building located in multi-family, commercial, mixed-use or industrial zoning subject to the specific requirements outlined below.
b. When a blade sign extends over a pedestrian area a distance of six inches or more, the bottom of the sign shall not be any closer than eight feet above the walking surface over which the sign is placed. When a blade sign extends any distance over a parking lot or vehicular area, the bottom of the sign shall not be any closer than 15 feet above the paving surface over which the sign is placed.
c. The blade sign shall be mounted such that the top of the sign is not higher than 40 feet above the ground, sidewalk, or pavement surface above which the sign is mounted, except that in no case shall the blade sign extend above the roof of the building onto which the sign is mounted, or if mounted adjacent to a parapet, the sign shall not extend above the parapet.
d. The blade sign shall not project more than 36 inches from the wall onto which the blade sign is mounted.
e. The blade sign shall not be externally illuminated in any manner except by ambient lighting as may be present on the property; however, blade signs may be internally illuminated in accordance with the requirements set forth in section 10.



3. *Canopy signs.*

a. Canopy signs shall not exceed 80 percent of the height of the face of the canopy onto which the canopy sign is mounted.

b. Canopy signs shall not exceed ten percent of the width of the face of the canopy onto which the canopy sign is mounted.



c. Canopy signs may be internally illuminated or back-lit in accordance with the requirements set forth in section 9. Level 1

electronic messaging is permitted on a canopy sign, subject to the provisions outlined in section 11.

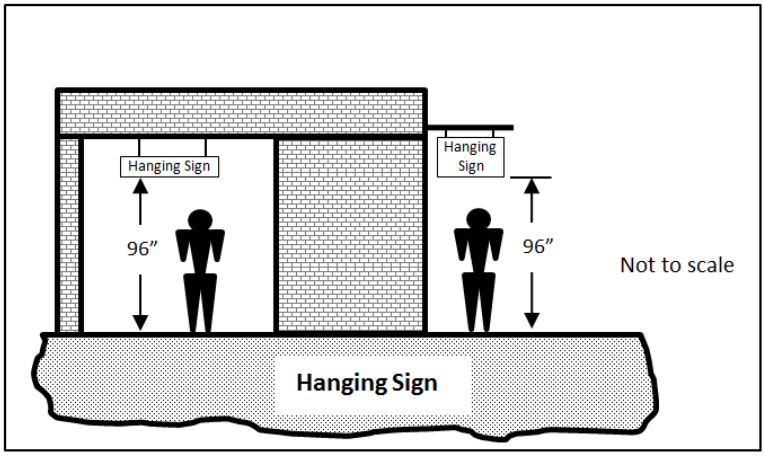
4. *Marquee signs.*

   a. The marquee sign shall be affixed to the face plane of the marquee and shall not extend above the uppermost or lowermost limits of the marquee.
   b. The marquee sign shall not exceed 80 percent of the width of the face of the marquee onto which the sign is mounted.
   c. Marquee signs may be internally illuminated or back-lit in accordance with the requirements set forth in section 9. Level 1 electronic messaging is permitted subject to the provisions outlined in section 11.

5. *Awning signs.* In mixed-use, commercial and industrial zoning districts, awnings may be integrated with sign copy, but shall not contribute towards the overall building wall sign area of a particular building.

6. *Hanging signs.* In mixed-use, commercial and industrial zoning districts, hanging signs are permitted subject to the following time, place, and manner restrictions:

   a. Not more than one hanging sign is permitted per customer entrance and shall be mounted above the customer entrance or as close as reasonably practicable.
   b. The maximum sign area of the hanging sign shall not exceed six square feet.
   c. Where a hanging sign is erected above a pedestrian pathway, the bottom of the sign shall be not less than 96 inches from the walkable surface above which the hanging sign is placed.
   d. The hanging sign shall not be externally illuminated in any manner except by ambient lighting present on the property; however, such signs may be internally illuminated in accordance with the requirements set forth in section 10.



7. *Window signs and sunscreens.*

   a. Window signs are allowed provided the combined sign area for all window signs affixed to a particular window does not exceed 40 percent of the individual window pane. Etched or stained glass, when integral to the window, shall not be included in the sign area calculation.
   b. Sunscreen material may cover 100 percent of the window pane, provided not more than 40 percent of the window pane is covered by any mural or other graphics.
   c. Window signs shall not contribute towards the aggregate building wall sign area of a building.

C *Freestanding ground signs.*

1. *Class I monument signs (menu signs) and class II monument signs (preview signs) for drive-through businesses.* Drive-through businesses may utilize one class I monument sign and one class II monument sign per drive-through lane subject to the following:

   a. The bottom of the sign copy of a class I monument sign or class II monument sign shall not be less than two feet above the adjacent drive-through lane's paved surface.
   b. The overall height of the sign structure of a class I monument sign or class II monument sign shall not be more than eight feet above the adjacent drive-through lane's paved surface.
   c. The sign area for an individual class I monument sign or class II monument sign shall not exceed 50 square feet.
   d. A class I monument sign shall not be audible from any residential zoning district or residential use, hotel or motel room, or patient room of an overnight medical facility.

e. No class I monument sign or class II monument sign may be located within 100 feet of a residential zoning district or use.
f. Class I monument signs and class II monument signs may be internally illuminated in accordance with the requirements set forth in section 10.
g. Level 2 electronic messaging is permitted, subject to the provisions outlined in section 11.

2. *Class III monument signs (directional signs).* Class III monument signs are permitted along the street frontage in conjunction with a driveway serving any multi-family residential, commercial or industrial development, subject to the following:

a. The class III monument sign shall not exceed 30 inches in height as measured from the adjacent pavement surface of the roadway served by the sign;
b. The sign area of a class III monument sign shall not exceed six square feet;
c. The class III monument sign may be internally illuminated, back-lit, or externally illuminated as outlined in section 10 provided the source of external illumination is not visible.

3. *Class IV monument signs (directory signs).* Class IV monument signs are permitted within the interior of any multi-family residential, commercial or industrial development, subject to the following:

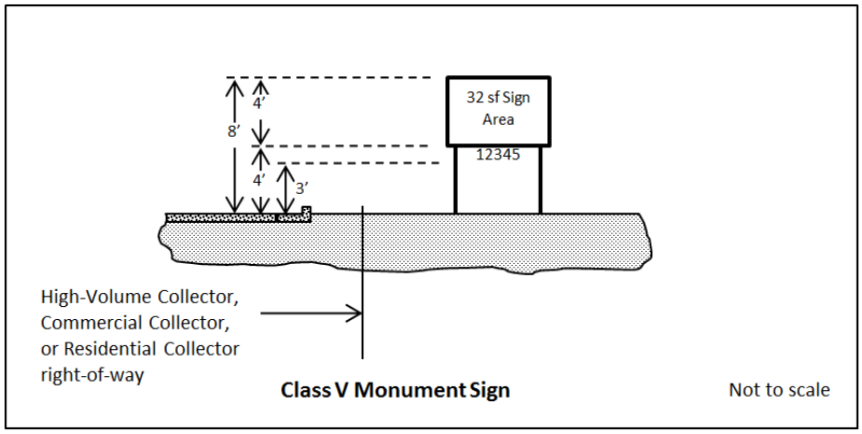
a. The class IV monument sign shall not exceed six feet in height as measured from the adjacent pavement surface of the roadway or sidewalk served by the sign;
b. The sign area of a class IV monument sign shall not exceed 12 square feet;
c. The class IV monument sign may be internally illuminated, back-lit, or externally illuminated in accordance with the requirements set forth in section 10 provided the source of external illumination is not visible.

4. *Class V monument signs (minor monument signs)*.

a. Class V monument signs are permitted in conjunction with non-residential uses in a residential zone, not including cottage industries or home occupations; or in multi-family uses in multi-family zoning; or in non-residential uses in a non-residential zone.
b. One class V monument sign meeting the requirements outlined below is permitted for every 150 feet of collector or arterial street

frontage or portion thereof, regardless of the presence or location of driveway, provided sight distance requirements are met. The minimum spacing between individual class V monument signs, or between a class V monument sign and a class VI monument signs, located on the same property shall be not less than 150 feet measured radially.

c. When allowed, the height of the class V monument sign shall not exceed eight feet as measured from the edge of pavement of the street being served by the sign, nor shall the maximum sign area exceed 32 square feet. The bottom edge of the sign copy shall be no lower than four feet above the adjacent edge of pavement of the street being served by the sign. The height of the sign structure may extend an additional two feet above the face if the sign provided said extension is limited to non-illuminated architectural embellishments and contains no sign copy.



d. The base of a class V monument sign shall be fitted with the address of the property or properties in a manner that is consistent with section 13.

e. A class V monument sign shall be located within a landscape area not less than 80 square feet.

f. Class V monument signs shall be setback not less than two feet from the right-of-way line except that in the event a public utility easement is present, in which case the sign shall be setback not less than two feet from the easement.

g. Class V monument signs may be internally illuminated, back-lit or externally illuminated in accordance with the requirements set forth in section 10.

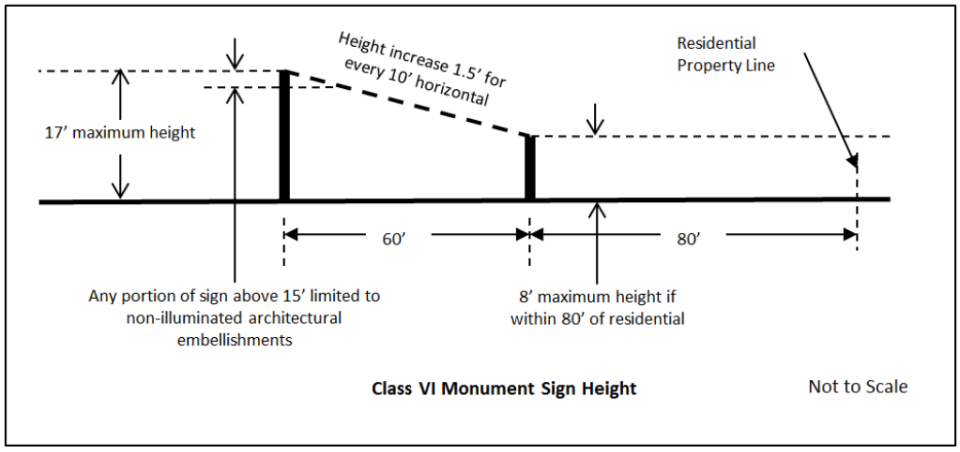
h. Level 1 electronic messaging and level 2 electronic messaging are permitted on a monument sign, subject to the provisions outlined in section 11.

5. *Class VI monument signs (major monument signs).*

a. Class VI monument signs are permitted in conjunction with non-residential uses in a non-residential zone or that portion of a planned area development where the land use plan of the PAD specifically calls out non-residential uses.

b. Class VI monument signs shall only be located adjacent to a parkway, major arterial street, minor arterial street, or along grand avenue. When allowed, one class VI monument sign meeting the requirements outlined below is permitted for every 150 feet of said roadway or portion thereof, regardless of the presence or location of driveway, provided sight distance requirements are met. The minimum spacing between individual class VI monument signs located on the same property shall be not less than 150 feet measured radially. The minimum spacing between class V monument signs and class VI monument signs located on the same property shall not be less than 150 feet measured radially. Properties with less than 150 feet of parkway, major arterial street, minor arterial street, or grand avenue frontage shall not be permitted any class VI monument sign.

c. No class VI monument sign may be located within 80 feet of a property having single-family residential zoning. The height of a class VI monument sign located 80 feet or more from a property having single-family zoning shall not exceed eight feet at 80 feet distant; however, the height of a class VI monument sign may increase one and one-half foot for every additional ten feet of horizontal distance the sign is located away from a property having single-family residential zoning up to a maximum height of 17 feet, provided however that any height in excess of 15 feet shall be limited to architectural embellishments.



d. The sign area of a class VI monument sign shall be limited to 36 square feet, but may increase 12 square feet for every one foot increase in the overall height of the sign up to a maximum sign area of 120 square feet.

e. The base of a class VI monument sign shall be fitted with the address of the property or properties in a manner that is consistent with section 13.

f. A class VI monument sign shall be located within a landscape area not less than the maximum sign area allowed for that sign.

g. Class VI monument signs shall be setback not less than two feet from the right-of-way line. Further, in the event a public utility easement is present, the sign shall be setback not less than two feet from the easement, unless the property owner signs a waiver acknowledging the prior rights of the utility companies to occupy said easement.

h. Class VI monument signs may be internally illuminated, back-lit or externally illuminated in accordance with the requirements set forth in section 10.

i. Level 1 electronic messaging and level 2 electronic messaging are permitted on a class VI monument sign, subject to the provisions outlined in section 11.

6. *Roadway arch signs.* Roadway arch signs may be erected within any commercial or industrial development subject to the following:

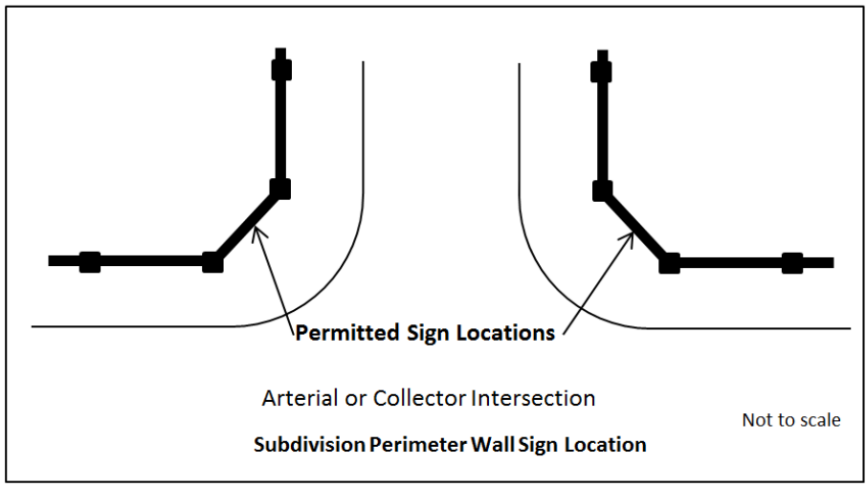
a. Roadway arch signs shall maintain a vehicular clearance of not less than 18 feet;

b. Roadway arch signs shall not interfere with pedestrian or vehicular movement;

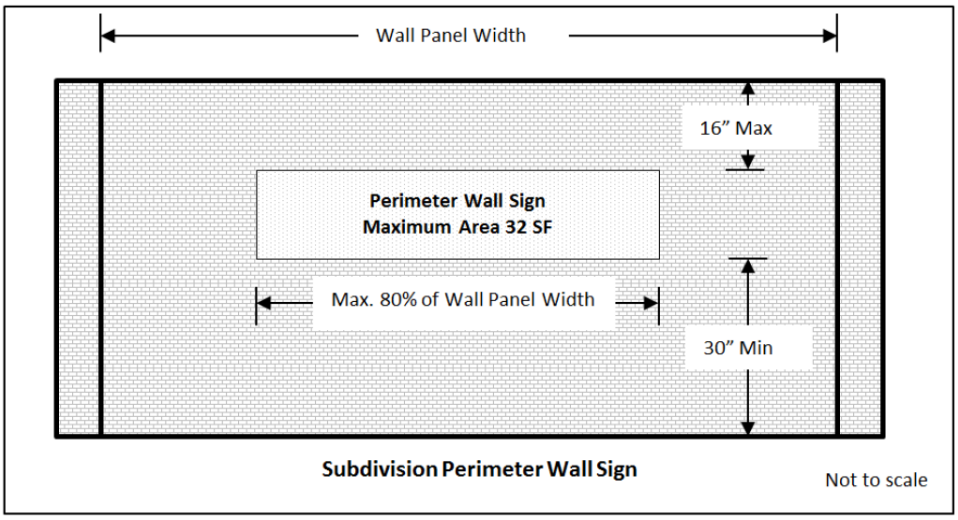
c. Roadway arch signs may be internally illuminated, or back-lit in accordance with the requirements set forth in section 10 except that if the roadway arch sign is located within 100 feet of any residential zoning district or use, the roadway arch sign shall not be illuminated.

7. *Subdivision perimeter wall signs.*

a. Where a subdivision perimeter wall is located adjacent to a street corner that intersects a collector or arterial street, one subdivision perimeter wall sign may be affixed to the wall panel of the subdivision perimeter wall most closely oriented to the intersection, subject to the specific requirements outlined below.



b. The maximum sign area shall not exceed 32 square feet.
c. The width of the sign shall not exceed 80 percent of the width of the perimeter wall panel into which the sign is mounted.
d. The bottom of the sign shall be no lower than 30 inches from the adjacent grade.
e. The top of the sign shall be no higher than 16 inches from the top of the wall panel onto which the sign is mounted.
f. The sign may be back-lit or externally illuminated provided the source of illumination is not visible from the street or from the adjacent residential property and is otherwise in accordance with the requirements set forth in section 10.



8. *Freeway monument signs.* Freeway monument signs may be permitted as outlined in this section:

   a. *State Route 303 Corridor.* Freeway monument signs may be located within the following portions of the State Route 303 Corridor, subject to prior approval of a conditional use permit to be processed as a Type 3 application in accordance with Chapter 102 of this Ordinance:

      (1) *State Route 303 and U.S. 60.* An area of land generally located at the intersection of State Route 303 and U.S. 60, being situated in the south half of Section 18 and the north half of Section 19, Township 4 North, Range 2 West and the south half of Section 36, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

      BEGINNING at a point located at longitude 112°24'13" west by latitude 33°40'49" north, thence southwesterly along a line bearing N43°00'58"E a distance of 1,320 feet to the beginning of a non-tangent curve the center of which is said longitude and latitude; thence clockwise along the arc of said curve a distance of approximately 2,070 feet, thence departing said arc southeasterly along a line bearing N46°13'20"W a distance of 1,320 feet to the POINT OF BEGINNING

      (2) *State Route 303 and Bell Road.* An area of land generally located at the intersection of State Route 303 and Bell

Road, being situated in the north half of Section 1, Township 3 North, Range 2 West and the south half of Section 36, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the north quarter corner of said Section 1, thence easterly along the north line of the northeast quarter of said Section 01 a distance of 850 feet to the beginning of a non-tangent curve the center of which is said north quarter corner; thence clockwise along the arc of said curve a distance of approximately 4,000 feet to a point on the east line of the southwest quarter of said Section 36, thence departing said curve, southerly along said east line a distance of 850 feet to the POINT OF BEGINNING

(3) *State Route 303 and Greenway Road.* An area of land generally located at the intersection of State Route 303 and Greenway Road, being situated in the southeast quarter of Section 1, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the south quarter corner of said Section 01, thence northerly along the west line of said southeast quarter a distance of 450 feet to the beginning of a non-tangent curve the center of which is said south quarter corner; thence clockwise along the arc of said curve a distance of approximately 700 feet to a point on the south line of said southeast quarter; thence departing said curve, westerly along said south line a distance of 450 feet to the POINT OF BEGINNING

(4) *State Route 303 and Cactus Road.* An area of land generally located at the intersection of State Route 303 and Cactus Road, being situated in the northeast quarter of Section 24, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

BEGINNING at the north quarter corner of said Section 24; thence easterly along the north line of said northeast quarter a distance of 850 feet to the beginning of a non-

tangent curve the center of which is said north quarter corner; thence clockwise along the arc of said curve approximately 1,340 feet to a point on the west line of said northeast quarter; thence departing said curve, northerly along said west line a distance of 850 feet to the POINT OF BEGINNING

(5) All freeway monument signs located within the aforementioned locations are subject to the provisions in subsections 9(c)(9)b.—e.

b. *Additional locational requirements.* The following additional locational requirements apply for all freeway monument signs regardless of where in the corridor it is located:

(1) Freeway monument signs may only be approved on lands zoned for commercial or industrial uses.
(2) No freeway monument sign shall be located within 300 feet of a property zoned for residential uses, or any open space tract that is associated with a residential development.
(3) Freeway monument signs shall not be located closer than 20 feet from the adjacent right-of-way.
(4) Spacing between freeway monument signs shall be not less than 750 feet, unless separated by a freeway or arterial right-of-way.
(5) Freeway monument signs shall not be allowed within a natural or manmade watercourse.

c. *Dimensional requirements.* The following dimensional requirements apply for all freeway monument signs regardless of the corridor in which it is located:

(1) The overall height of a freeway monument sign shall not exceed 65 feet as measured from the finished grade of the site where the freeway monument sign is located to the highest point of the sign structure.
(2) Freeway monument signs shall be allowed an extra three feet in height for architectural embellishments.
(3) The sign area of a freeway monument sign shall not exceed 650 square feet.

d. *Design requirements.* The following design requirements apply for all freeway monument signs regardless of the corridor in which it is located:

(1) Freeway monument signs may incorporate level 2 electronic messaging centers as outlined section 11 herein, except that electronic messaging centers used in freeway monument sign applications may occupy up to 50 percent of the allowable sign area of the sign, exclusive of architectural embellishments as required herein, and provided such electronic messaging centers are turned off between 11:00 p.m. and dawn.

(2) Freeway monument signs shall incorporate architectural features of the commercial development on which the sign is located; however, such embellishments shall not include any sign copy.

(3) Freeway monument signs shall require a landscaped area equal to four square feet of landscaping for each square foot of sign area and shall be located around the base of the sign; freeway monument signs may be illuminated by externally-illuminated indirect or internal lighting.

e. Any conditional use permit approval is hereby conditioned upon the applicant obtaining a valid construction permit for the freeway monument sign approved under said conditional use permit. The applicant shall obtain certificate of completion from the city within six months of approval of the conditional use permit by the City Council. Failure to obtain a certificate of completion within the designated time allotment shall render the conditional use permit null and void; however, the city manager or designee may grant a one-time extension for a period not to exceed six months when in the opinion of the city manager or designee the circumstances warrant such.

9. *Billboard Signs:* Billboard Signs may be permitted as outlined in this Section:

a. *State Route 303 Corridor:* One (1) Billboard Signs may be located within that portion of the State Route 303 Corridor between a specific point located at Latitude 33°41'49" N by Longitude 112°21'35" W and extending in a westerly direction along the northern right-of-way line of State Route 303 ~~from the southeast corner of Section 9 of the Gila and Salt River Base and Meridian and~~

~~extending in a westerly direction~~ a distance of approximately 3,960' ~~along the south line of Section 9 located at Latitude 33°41'49" N by Longitude 112°21'35" W and~~ to the specific point of Latitude 33°41' 47" N by Longitude 112°22' 22" W, subject to prior approval of a Conditional Use Permit in accordance with Chapter 102-6.3 of the Surprise Land Development Ordinance. All billboard signs located within the aforementioned corridor are subject to the provisions in Paragraph 109-1.9.C.9:

(1) Billboard signs located within the State Route 303 corridor as defined above shall serve eastbound and/or westbound traffic but shall only be located north of the freeway right-of-way. Further, where a billboard sign is located within the State Route 303 Corridor, at least one (1) sign face shall consist of an Electronic Messaging Center.

(2) The overall height of a billboard sign within the State Route 303 Corridor shall not exceed forty-five (45) feet as measured from the adjacent roadway to the top of the sign structure, exclusive of architectural embellishments as permitted in this Section.

(3) The overall dimensions of the sign panel associated with a billboard sign within the State Route 303 Corridor shall not exceed forty-eight (48) feet in width and fourteen (14) feet in height for a total sign area not to exceed 672 square feet, exclusive of architectural embellishments as permitted in this Section.

b. *Additional Locational Requirements:* The following additional locational requirements apply for all billboard signs:

(1) Billboard signs may only be approved within a Planned Area Development (PAD), that portion of the PAD in which the approved land use plan specifically calls out commercial, industrial or employment uses and in Commercial or Industrial zoning districts, and only within the specified Corridor.

(2) Billboard signs shall not be located closer than twenty (20) feet from the State Route 303 right-of-way line and not further than 200 feet from said right-of-way line.

(3) No billboard sign shall be approved within 660 feet of any Freeway Monument Sign existing at the time of Conditional Use Permit application for the billboard sign in question.

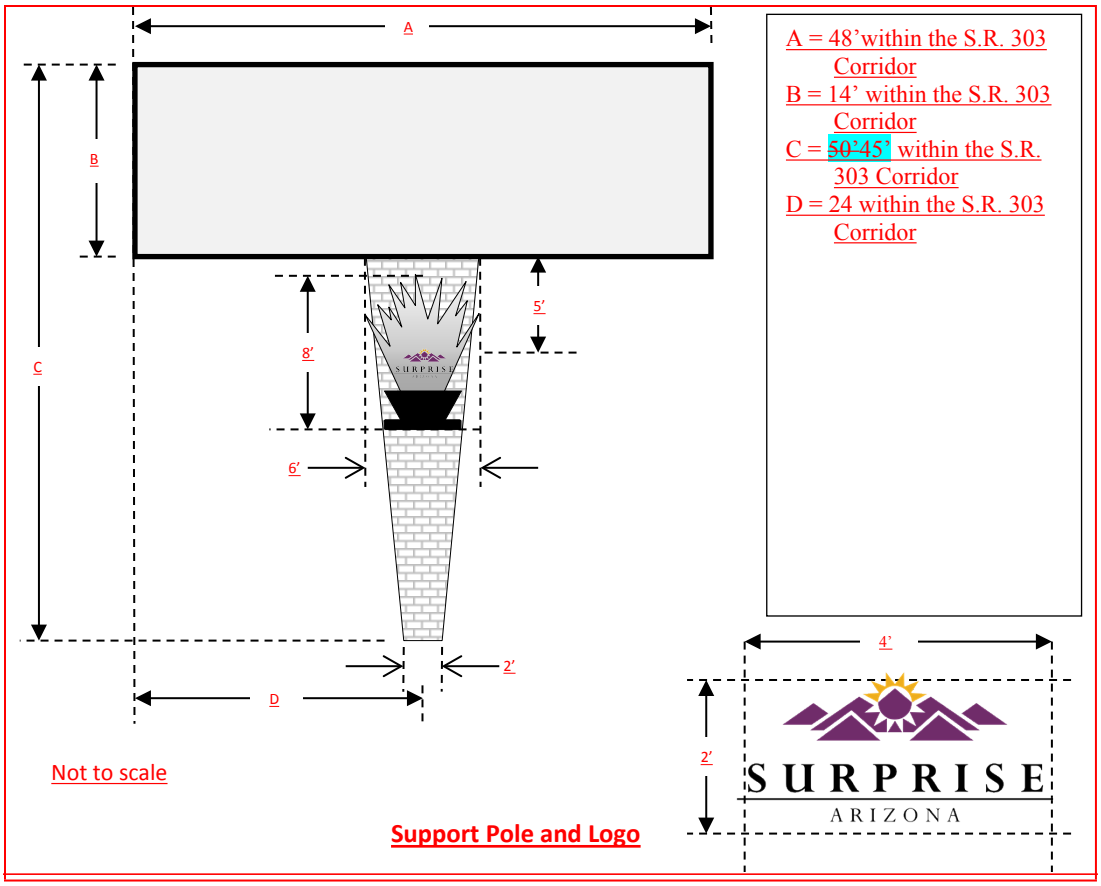
~~(4) No billboard sign shall be approved within 1760' of any billboard sign approved or existing at the time of Conditional Use Permit application for the billboard sign in question.~~

c. *Design Requirements:* The following design requirements apply for all billboard signs:

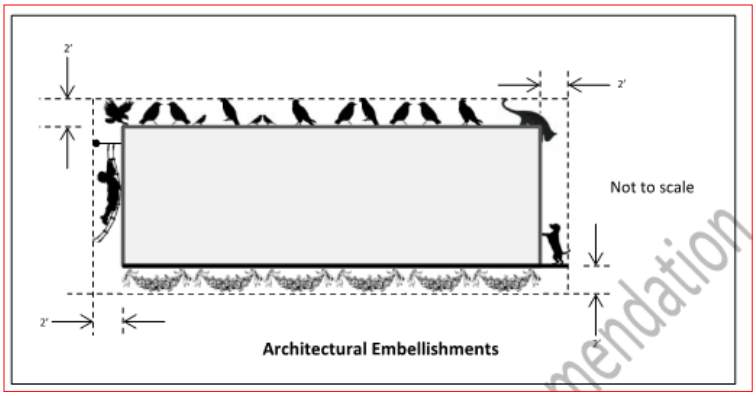
(1) Billboard Signs may incorporate Level 2 Electronic Messaging Centers as outlined Chapter 109-1.11.6 herein, except that Electronic Messaging Centers used in billboard applications may occupy up to 100% of the allowable sign area of the billboard, exclusive of architectural embellishments as may be permitted or required herein and provided such Electronic Messaging Centers are turned off between 11:00 PM and dawn.

(2) Billboard Signs shall be supported by a single pole or column, which shall be dimensionally centered beneath the sign panel and shall incorporate a pole cover comprised of stone, brick or other architecturally compatible material that conceals the structural component of the pole or column. Unless an alternative design is approved by the Planning and Zoning Commission, the pole cover shall be of a trapezoidal shape, with a base width equal to one-third (1/3) the width of the top of the pole cover.

(3) Unless an alternative design is approved by the Planning and Zoning Commission, the supporting pole or column shall also include additional architectural embellishments that incorporate the official Primary City of Surprise Logo superimposed onto a stylized agave image. The logo shall be approximately two (2) feet tall by four (4) feet wide. The stylized agave image shall be eight (8) feet high by six (6) feet wide. The vertical center of the arrangement shall be five (5) feet below the lower edge of the sign panel.



(4) Artistic or architectural embellishments up to thirty (30) square feet may be attached to the perimeter of the sign panel, provided said embellishments do not extend more than two (2) feet in any direction beyond the face of the sign and do not otherwise obstruct the architectural embellishments as may be required under Paragraph 109-1.9.C.9.c above.



d. Any Conditional Use Permit approval is hereby conditioned upon the applicant obtaining a valid construction permit for the billboard sign approved under said Conditional Use Permit. The applicant shall obtain Certificate of Completion from the City of Surprise within six (6) months of approval of the Conditional Use Permit by the Planning and Zoning Commission. Failure to obtain a Certificate of Completion within the designated time allotment shall render the Conditional Use Permit null and void; however, the City Manager or designee may grant a one-time extension for a period not to exceed six (6) months when in the opinion of the City Manager or designee the circumstances warrant such.

Exhibit C

Section 109-1.11 Electronic Messaging

109-1.11 Electronic messaging centers (EMCs).

A *Levels of electronic messaging.* For purposes of this chapter, electronic messaging centers (EMCs) are divided into two categories: level 1 electronic messaging and level 2 electronic messaging, as defined in section 6.

B *EMC illumination.* The nighttime illumination of an electronic messaging center shall conform to the criteria set forth in this section.

1. *Illumination measurement criteria.* The illuminance of an electronic messaging center shall be measured with an illuminance meter set to measure foot-candles accurate to at least two decimals. Illuminance shall be measured with the EMC turned off, and again with the EMC displaying a white image for a full color-capable electronic messaging center, or a solid message for a single-color electronic messaging center. All measurements shall be taken perpendicular to the face of the electronic messaging center at the distance determined by the total square footage of the electronic messaging center as set forth in table 109-1b below.

TABLE 109-1b
MEASUREMENT DISTANCE AS A FUNCTION OF SIGN AREA

Area of Sign (sq. ft.)	Measurement Distance (ft.)	Area of Sign (sq. ft.)	Measurement Distance (ft.)
5	22	55	74
10	32	60	77
15	39	65	81
20	45	70	84
25	50	75	87
30	55	80	89
35	59	85	92
40	63	90	95
45	67	95	97
50	71	100	100
For EMCs with an area in square feet other than those specifically listed in this table,			

the measurement distance may be calculated using the following formula:
Measurement Distance = √Area of sign sq. ft. x 100

2. *EMC illumination limits.* The difference between the "off" and "solid-message" measurements using the illumination measurement criteria outlined in subsection 11(b)(1) above shall not exceed 0.3 foot-candles at night.

3. *Dimming capabilities.* All permitted electronic messaging centers shall be equipped with a sensor or other device that automatically determines the ambient illumination and is programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 foot-candle measurement criteria.

4. *EMCs as a portion of sign area.* When allowed, electronic messaging centers may comprise not more than 50 percent of the allowable sign area of a particular sign.

5. *Certification.* Prior to the issuance of a permit relating to an electronic messaging center, the applicant shall provide a written certification from the owner of the sign attesting that said owner has read and understands the provisions of this section, agrees to abide by said section, and agrees to cooperate with City of Surprise staff with regards to any nighttime testing that may be necessary should the 0.3 foot-candle limitation be at question.

6. When Electronic Messaging Centers are utilized in conjunction with a Billboard Sign, the sign area of the Electronic Messaging Center may encompass 100% of the allowable sign area as outlined in Paragraph 109-1.9.C.9.

ORDINANCE # 2021-15

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A TEXT AMENDMENT TO THE LAND DEVELOPMENT ORDINANCE RELATING TO BILLBOARD SIGNS.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, on July 15, 2021, the Planning and Zoning Commission recommended approval of the proposed Text Amendment with provisions limiting the number of billboard signs to one (1) within the specified corridor and limiting the height to 45';

WHEREAS, however, the City Council believes that three (3) such signs with each separated at least 1760 feet from the others may be appropriate for the specified corridor;

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

Section 1. *Section 109-1.7 Permitted and Prohibited Signs*, of the Surprise Land Development Ordinance is hereby amended as described on attached ***Exhibit A***, and incorporated by this reference.

Section 2. *Section 109-1.9 Sign Classifications and Types*, of the Surprise Land Development Ordinance is hereby amended as described on attached ***Exhibit B***, and incorporated by this reference.

Section 3. *Section 109-1.11 Electronic Messaging Centers*, of the Surprise Land Development Ordinance is hereby amended as described on attached ***Exhibit C***, and incorporated by this reference.

Section 4. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed upon the effective date of this Ordinance.

Section 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 6. This Ordinance will become effective at the time and manner prescribed by law and shall then be incorporated into the Surprise Code of Ordinances at that time.

PASSED AND ADOPTED this _____ day of _____, 2021.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

Exhibit A

Section 109-1.7 Permitted and Prohibited Signs

109-1.7 Permitted and prohibited signs.

A Permitted signs by zoning district. Only those sign types and classes that are specifically listed in table 109-1a for each zoning district may be allowed, subject to the provisions outlined elsewhere in this chapter.

TABLE 109-1a PERMITTED SIGNS
(P = permitted, shaded cell = not permitted, C = conditional use permit)

Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
TEMPORARY SIGNS											
109-1.9(a)(2)	Class I Temporary Signs (Small A-Frame Signs)	P	P	P				P			
109-1.9(a)(3)	Class II Temporary Signs (Large A-Frame Signs)					P	P	P	P		
109-1.9(a)(4)	Class III Temporary Signs (Small Post Signs)			P	P	P	P	P	P		P
109-1.9(a)(5)	Class IV Temporary Signs (Large Post Signs)			P	P	P	P	P	P		P
109-1.9(a)(6)	Banner Signs and Festoons			P	P	P	P	P	P		P
109-1.9(a)(7)	Light Pole Banner Signs	P	P		P	P	P	P	P		P
109-1.9(a)(8)	Teardrop Banner Signs			P	P	P	P	P	P	P	P

TABLE 109-1a PERMITTED SIGNS (P = permitted, shaded cell = not permitted, C = conditional use permit)											
Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
109-1.9(a)(9)	Sign Walkers	P	P	P	P	P	P	P	P	P	P
109-1.9(a)(10)	Model Home Complex Signs			P				P			
109-1.9(a)(11)	Residential Subdivision Signs			P				P			
BUILDING MOUNTED SIGNS											
109-1.9(b)(1)	Building Wall Signs			P	P	P	P		P		P
109-1.9(b)(2)	Blade Signs			P	P	P	P		P		P
109-1.9(b)(3)	Canopy Signs				P	P	P		P		P
109-1.9(b)(4)	Marquee Signs						P				P
109-1.9(b)(5)	Awning Signs						P		P		P
109-1.9(b)(6)	Hanging Signs					P	P	P	P		P
109-1.9(b)(7)	Window Signs and Sunscreens			P	P	P	P	P	P		P
FREESTANDING GROUND SIGNS											
109-1.9(c)(1)	Class I Monument Signs (Menu Signs)						P		P		
109-1.9(c)(1)	Class II Monument Signs (Preview Signs)						P		P		
109-1.9(c)(2)	Class III Monument Signs	P	P	P	P	P	P	P	P	P	P

TABLE 109-1a PERMITTED SIGNS (P = permitted, shaded cell = not permitted, C = conditional use permit)											
Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
	(Directional Signs)										
109-1.9(c)(3)	Class IV Monument Signs (Directory Signs)				P	P	P		P		
109-1.9(c)(4)	Class V Monument Signs (Minor Monument Signs)			P	P	P	P		P		P
109-1.9(c)(5)	Class VI Monument Signs (Major Monument Signs)				P	P	P		P		P
109-1.9(c)(6)	Roadway Arch Signs	P	P				P		P		
109-1.9(c)(7)	Subdivision Perimeter Wall Signs			P	P	P	P				P
109-1.9(c)(8)	Freeway Monument Signs						C				
109-1.9(c)(9)	Billboard Signs						C				
OTHER SIGNAGE											
109-1.11	Level 1 Electronic Messaging			P	P	P	P	P	P		P
109-1.11	Level 2 Electronic Messaging				P	P	P		P		P

TABLE 109-1a PERMITTED SIGNS (P = permitted, shaded cell = not permitted, C = conditional use permit)											
Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
109-1.12	Reader Panels			P	P	P	P	P	P		P
109-1.13	Address Identification			P	P	P	P	P	P	P	P
109-1.14	Flags and Flagpoles			P	P	P	P	P	P		P

B Signs in the public street right-of-way. Signs are not permitted within the public street right-of-way, except for those signs erected by, or on behalf of the city, or as otherwise expressly permitted in this chapter.

C Signs in the private street right-of-way. Signs are not permitted within private street rights-of-way, except when associated with an approved planned area development (PAD) or comprehensive sign program (CSP), as required by the city, or as otherwise permitted in this chapter.

D Encroachments. No portion of any sign erected on any property may encroach into the public right-of-way, except as otherwise permitted in this chapter or where expressed written permission is granted by the city to allow said encroachment.

E Signs as an accessory use. All signs must be an accessory use to a primary use. In no case shall a sign be established as a primary use of the property; except that temporary signs as otherwise allowed within a given zoning district are exempt from this provision.

F Prohibited signs. The following sign types are specifically prohibited:

1. *Abandoned signs*, pole signs of a permanent nature, snipe signs, and median signs;

2. Animated signs, flashing, blinking, or rotating signs, festoons, inflatable signs including latex or mylar balloons, permanent banner signs, pennants, searchlights, streamers, signs other than class 1 monument signs that emit audible sound, and any clearly similar features;

3. Vehicle signs when the vehicle is placed in a location not approved for vehicular parking or storage;

4. Signs containing any words or symbols that would cause confusion because of their resemblance to highway traffic control or direction signals;

5. Merchandise, equipment, products or other items which are not available for purchase, but are intended to attract attention, or for identification or advertising purposes;

6. Signs located on trees, utility poles, public benches, or any other form of public property, or within any public right-of-way, unless explicitly permitted by these regulations;

7. Signs containing vulgar or profane messages, hate speech, or language intended to incite violence;

8. Signs greater than 30 inches in height and which are located within any sight visibility triangle of any street or driveway intersection as required by the Surprise engineering design standards;

9. Signs not expressly permitted as being allowed by right under this chapter, or by specific requirements in another portion of this chapter, or otherwise expressly allowed by the city board of adjustment;

10. Signs placed in locations that are deemed by the city to present a hazard to public safety, obstruct clear vision in the area, or interferes with the requirements of the Americans with Disabilities Act (42 United States Code sections 12101 through 12213 and 47 United States Code sections 225 and 611);

~~11. Billboard signs.~~

G Signs exempt from these regulations. The following signs are exempt from regulation under this chapter:

1. Governmental signs.

2. Any sign that is not visible from another property to the naked eye, provided said sign otherwise meets applicable Building Code requirements and the requirements of sections 109-1.10, 109-1.11 and 109-1.12 herein.

H Violation. Any sign that is not in compliance with this section is in violation of this chapter.

Exhibit B

Section 109-1.9 Sign Classifications and Types
(Limiting number of billboards to three and limiting height to 45')

109-1.9 **Sign classifications and types.** The following sign classifications and types as defined in **section 109-1.6** are permitted in the city as outlined in table 109-1a subject to the following "time, place and manner" restrictions.

A. Temporary signs. When allowed, temporary signs shall conform to the following requirements:

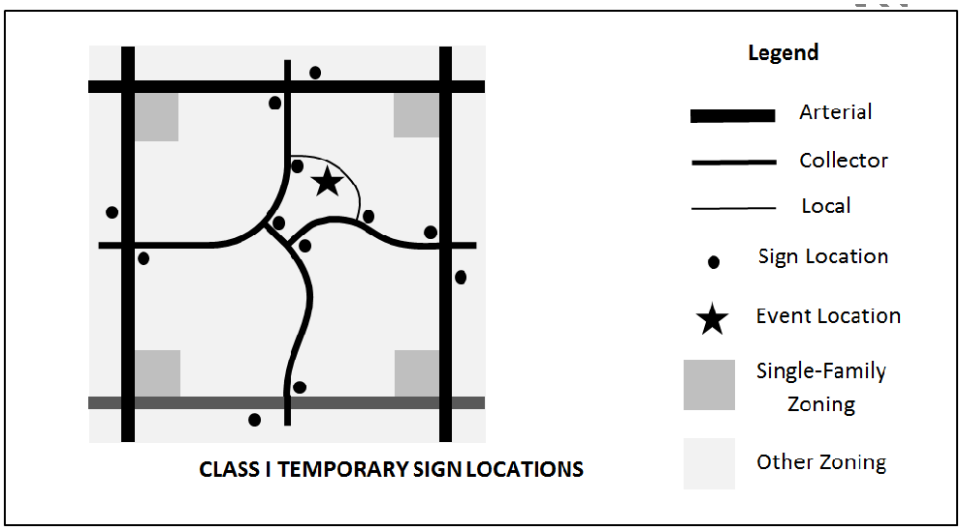
1. *General requirements.*

    a. Temporary signs shall not be illuminated in any manner except by ambient lighting present on the property.
    b. Temporary signs shall include the name and phone number of the contact person responsible for placing the sign.
    c. No temporary sign may interfere with the free movement of pedestrian or vehicular traffic.
    d. The supporting elements for class III temporary signs and class IV temporary signs may be directly buried or inserted into the soil; however, in no case shall concrete, or other permanent attachments to the ground, or attachment to other permanent structure(s) be utilized.

2. *Class I temporary signs (small A-frame signs).* Class I temporary signs, as defined herein, are allowed subject to the general requirements as stated above plus the following:

    a. Class I temporary signs are only allowed in conjunction with a lawful temporary event being held on land zoned for single-family residential uses.
    b. Class I temporary signs may be placed in the following locations when in association with a lawful temporary event occurring on land zoned for single-family residential uses:

        (1) One class I temporary sign at the site of the lawful temporary event,
        (2) One class I temporary sign at each local or collector street intersection leading from the site of the lawful temporary event to the adjacent arterial street grid,
        (3) Two class I temporary signs at the point where the local or collector street intersects with the arterial street. One sign may be located at the corner of the intersection on the side of the arterial street closest to the lawful temporary event. A second sign may be located on the opposite side of the arterial street, provided said sign is no further than 500 feet from the intersection.



CLASS I TEMPORARY SIGN LOCATIONS

c. When allowed, class I temporary signs may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. The sign may be weighted or ballasted; however, no such sign may be affixed to the ground or to any permanent structure.

f. Class I temporary signs may be placed one hour before the start of a lawful temporary event and shall be removed not more than one hour after the end of a lawful temporary event that occurs between the hours of 9:00 a.m. and 6:00 p.m. on Mondays, Tuesdays, Wednesdays, and Thursdays. In addition, class I temporary signs may be placed for any length of time between the hours of 4:00 p.m. Friday and 11:00 p.m. Sunday.

g. If the lawful temporary event being served by the class I temporary sign requires a temporary use permit, the locations of the class I temporary signs shall be included with the application materials.

3. *Class II temporary signs (large A-frame signs and pedestal signs).* Class II temporary signs, as defined herein, are allowed subject to the general requirements as stated above plus the following:

a. Class II temporary signs are only allowed in conjunction with a lawful commercial use including cottage industries, but not home occupations.

b. When a class II temporary sign is being utilized in conjunction with a lawful commercial use, one such sign may be located within 15 feet of the doorway of the customer entrance to the building in which the lawful commercial use is located.

c. When allowed, Class II temporary signs may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. The sign may be weighted or ballasted; however, no such sign may be affixed to the ground or to any permanent structure.

f. Class II temporary signs utilized in conjunction with a lawful commercial use may be displayed during the business hours of the business served by the Class II temporary signs.

4. *Class III temporary signs (small post-signs).*

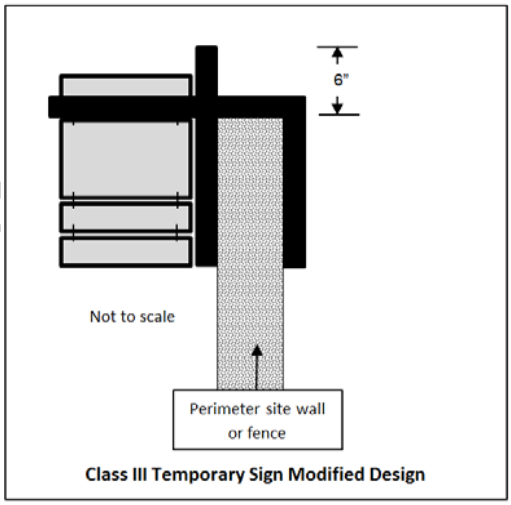
a. Not more than one class III temporary sign meeting the specific requirements outlined in this section is permitted per lot of record except that if said lot abuts more than one street, one additional class III temporary sign meeting said requirements may be erected along each additional street frontage.

b. In the event a property is vacant, additional class III temporary signs may be erected on said property provided the spacing between such signs is not less than 600 feet.

c. Class II temporary signs shall not be located within the street right-of-way, median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.

e. In the event that a lot's perimeter site wall or fence is adjacent to or within 20 feet of a street, the class III temporary sign may be modified to allow the sign to be hung from but not attached to the perimeter site wall or fence provided the sign does not exceed the height of the wall or fence by more than six inches and does not interfere with pedestrian movement.



Class III Temporary Sign Modified Design

5. *Class IV temporary signs (large post-signs).*

   a. Not more than one class IV temporary sign meeting the specific requirements outlined in this section is permitted per lot of record except that if said lot abuts more than one street, one additional class IV temporary sign meeting said requirements may be erected along each additional street frontage, except that class IV temporary signs associated with a public hearing shall not be counted towards this total.

   b. Class IV temporary signs shall not be located within the street right-of-way, median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise engineering development standards.

   c. The maximum number of sign panels per sign structure shall not exceed two.

6. *Banner signs and festoons.*

   a. *General.* The following provisions apply to all banner signs and festoons:

      (1) Banner signs shall be equipped with ventilation flaps.
      (2) Banner signs and festoons shall be securely attached to the building or fence, but in no case shall be attached to freestanding poles or vegetation.

   b. *Residential.* Any number of banner signs, festoons or combination thereof are permitted per dwelling unit, provided the aggregate

length does not exceed 20 lineal feet and the aggregate area does not exceed 100 square feet.

c. *Non-residential.* Banner signs and festoons are permitted on properties zoned for non-residential use subject to the following:

(1) One banner sign may be placed on a building, provided the maximum area of the banner sign shall not exceed one square foot per linear foot of building elevation, not to exceed 500 square feet.

(2) For a single-tenant building, the width of the banner sign shall not exceed 80 percent of the width of the building elevation onto which the banner sign is attached. For multi-tenant building, the width of the banner sign shall not exceed 80 percent of the leased tenant frontage.

(3) Any number of festoons may be placed on a building provided the festoon contains no advertising copy, the aggregate length does not exceed 20 lineal feet, and the aggregate area does not exceed 100 square feet.

d. *Construction sites and temporary construction yards.* Banner signs are allowed in conjunction with active construction sites and temporary construction yards regardless of zoning, subject to the following:

(1) One or more banner signs may be affixed to the perimeter fence surrounding a construction site or temporary construction yard, provided said banner signs do not extend above the height of the perimeter fence.

(2) Individual banner signs shall not exceed ten feet in length. Where multiple banner signs are utilized in lieu of screening material on a fence surrounding a construction site or temporary construction yard, said signs shall be spaced not less than one foot apart unless the banner sign is fabricated of material with not less than 50 percent visual transparency, in which case this provision shall not apply.

7. *Light pole banner signs.*

a. Light pole banner signs may be attached to light poles when the pole is so equipped to receive such banner, except that in no case shall a light pole banner sign be affixed to a light pole in a public

right-of-way without the expressed written permission from the city.

b. The surface area of a single light pole banner sign shall not exceed eight square feet as measured on a single side.

c. When two light pole banner signs are affixed to a single light pole, both light pole banner signs shall be consistent with each other with respect to size and shape so as to create uniformity.

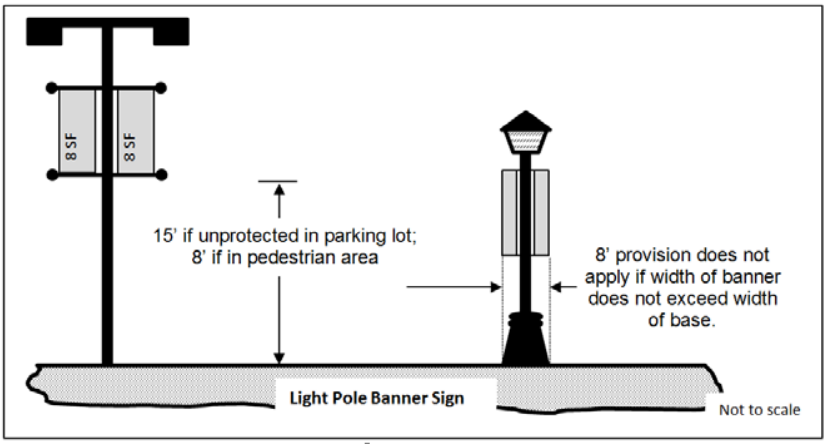
d. When the light pole onto which a light pole banner sign is placed is located within the paved portion of a parking lot, and the light pole base is unprotected from vehicular traffic, the bottom of the light pole banner sign shall be a minimum of 15 feet above the parking surface over which the banner is placed. If the base of the light pole is protected from vehicular traffic, this provision shall not apply.

e. When the light pole is located within a pedestrian area, the bottom of the light pole banner sign shall be a minimum of eight feet above the surface over which the light pole banner sign is placed, unless the light pole banner sign is sufficiently narrow so as to not extend beyond the base of the light pole.

f. Any horizontal supporting members shall either be removed when not in use or shall be of a hinged design and folded into a vertical position when not in use.

g. Light pole banner signs shall not be illuminated in any manner except as incidental to the lighting fixture supported by the light pole.

h. Light pole banner signs shall be equipped with ventilation flaps.



8. *Teardrop banner signs.*

a. Not more than two teardrop banner signs are permitted in conjunction with a lawful temporary event subject to the specific requirements as outlined herein except that in no case shall a teardrop banner sign be allowed on a vacant property.
b. Teardrop banner signs may only be erected on the property on which the lawful temporary event is occurring. In no case shall a teardrop banner sign be located within a public or private right-of-way.
c. No teardrop banner sign shall be located within 15 feet of a pedestrian path, sidewalk, or trail, whether public or private.
d. No teardrop banner sign shall be located within 15 feet of any vehicular parking surface or driveway.
e. No teardrop banner sign shall be located within 50 feet of any public or private right-of-way.
f. The maximum height of the sign structure as measured from the nearest adjacent grade shall not exceed 12 feet with the flag portion of the sign not exceeding 16 square feet.
g. The teardrop banner sign shall be supported by a pedestal, which may be weighted or ballasted to prevent being overturned, but in no case shall the supporting sign structure be inserted into the ground.

9. *Sign walkers.* Sign walkers are permitted to operate within the city subject to the following restrictions:

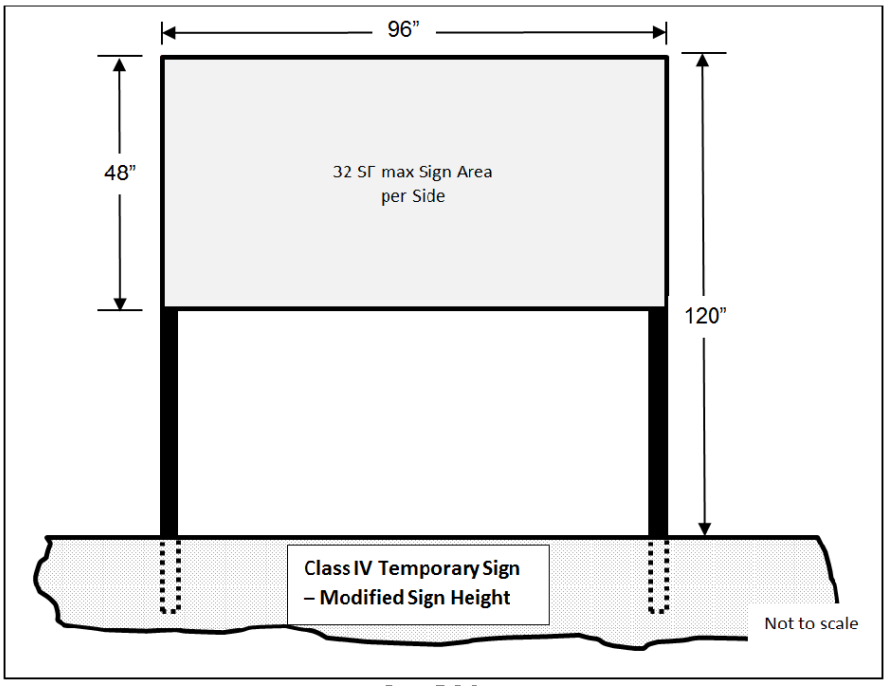
a. Sign walkers may only operate during daylight hours.
b. Sign walkers may only operate on a sidewalk intended for pedestrian travel, but shall at no time block the free and unobstructed movement of pedestrians or vehicles.
c. Sign walkers may carry a maximum of two single-sided signs not exceeding three square feet of sign copy each or one double-sided sign not exceeding 12 square feet of aggregate sign copy; however, in no case shall a sign walker carry any form of electronic messaging.
d. Sign walkers shall not display a sign in any manner other than by personally holding or wearing said sign.

10. *Model home complex signs.* In addition to other signs that are permitted in association with a single-family residence, a model home complex may employ the following:

a. One class III temporary sign meeting the requirements of subsection 9(a)(4) herein for each lot located within the

boundaries of an approved model home complex. Such signs shall not be illuminated except by ambient lighting.

b. One class IV temporary sign meeting the requirements of subsection 9(a)(5) herein may be located within the boundaries of the approved model home complex; however, if the model home complex is located adjacent to a collector or arterial street, the overall height of the class IV temporary sign allowed under this paragraph may be increased to 120 inches, provided the sign is designed to withstand windloads as required by the building codes in effect at the time the sign is erected. A class IV temporary sign permitted under this paragraph may be externally illuminated as outlined in section 10.



c. One flagpole not exceeding a height of 45 feet may be erected within the boundaries of the model home complex provided said flagpole is located within the building envelope or within the required front yard of the lot in which it is placed, but not located within any required side or required rear yard. A maximum of two flags may be displayed from said flagpole. The flag and flagpole permitted under this paragraph may be externally illuminated in accordance with **Chapter 107-Article 3** of the Surprise Municipal Code.

d. Two flagpoles not exceeding a height of 20 feet may be erected for each lot located within the boundaries of the approved model

home complex. A maximum of one flag may be displayed from each flagpole. Flagpoles permitted under this section may be erected along the perimeter of the model home complex. Flagpoles permitted under this paragraph shall not be illuminated except by ambient lighting.

e. Four additional teardrop banner signs meeting the requirements of subsection 9(a)(8) herein for each lot located within the boundaries of an approved model home complex. Except that subsections 9(a)(8)c., 9(a)(8)d. and 9(a)(8)e. shall not apply. Teardrop banner signs permitted under this section shall not be illuminated except by ambient lighting.

f. One banner sign not exceeding three feet in height and five feet in length may be attached to the trap fence. Said banner sign shall be equipped with ventilation flaps. Banner signs permitted under this paragraph shall not be illuminated except by ambient lighting.

g. One awning sign or canopy sign provided the awning or canopy is limited to the customer entrance to the sales office associated with the approved model home complex. Awning signs or canopy signs permitted under this paragraph shall not be illuminated except by ambient lighting.

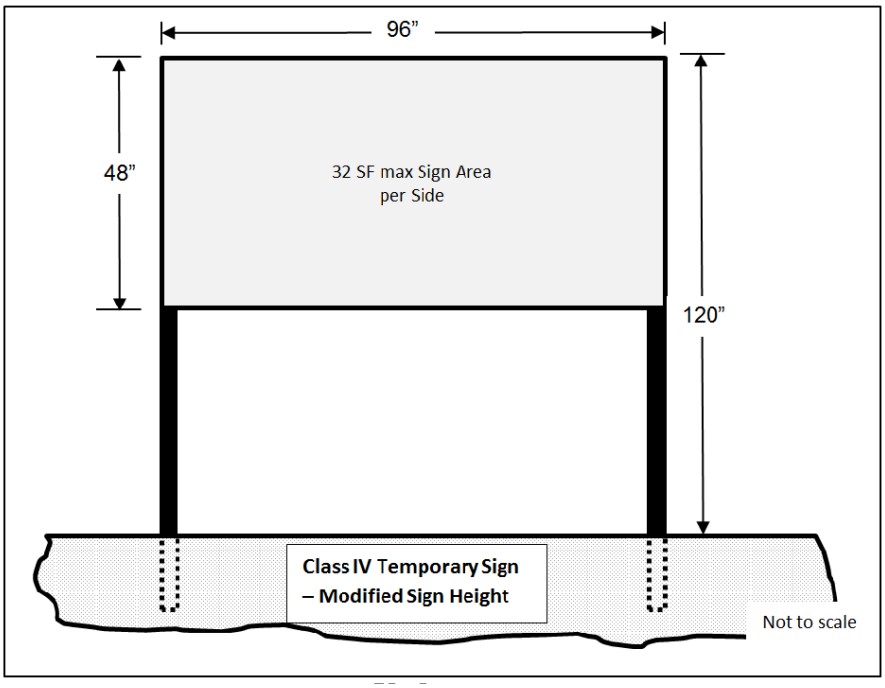
h. One building wall sign not exceeding four square feet may be affixed to the front elevation of the model home sales office facing the street from which the model home complex takes access. Said sign may be externally illuminated or back-lit in accordance with section 10.

i. Information regarding model home signs shall be included with the model home complex application packet to be reviewed and approved with the model home complex. In circumstances where model home complexes in existence as of the effective date of this chapter are to be retrofitted for purposes of implementing signage permitted under this section, an amendment to the approved model home complex is required.

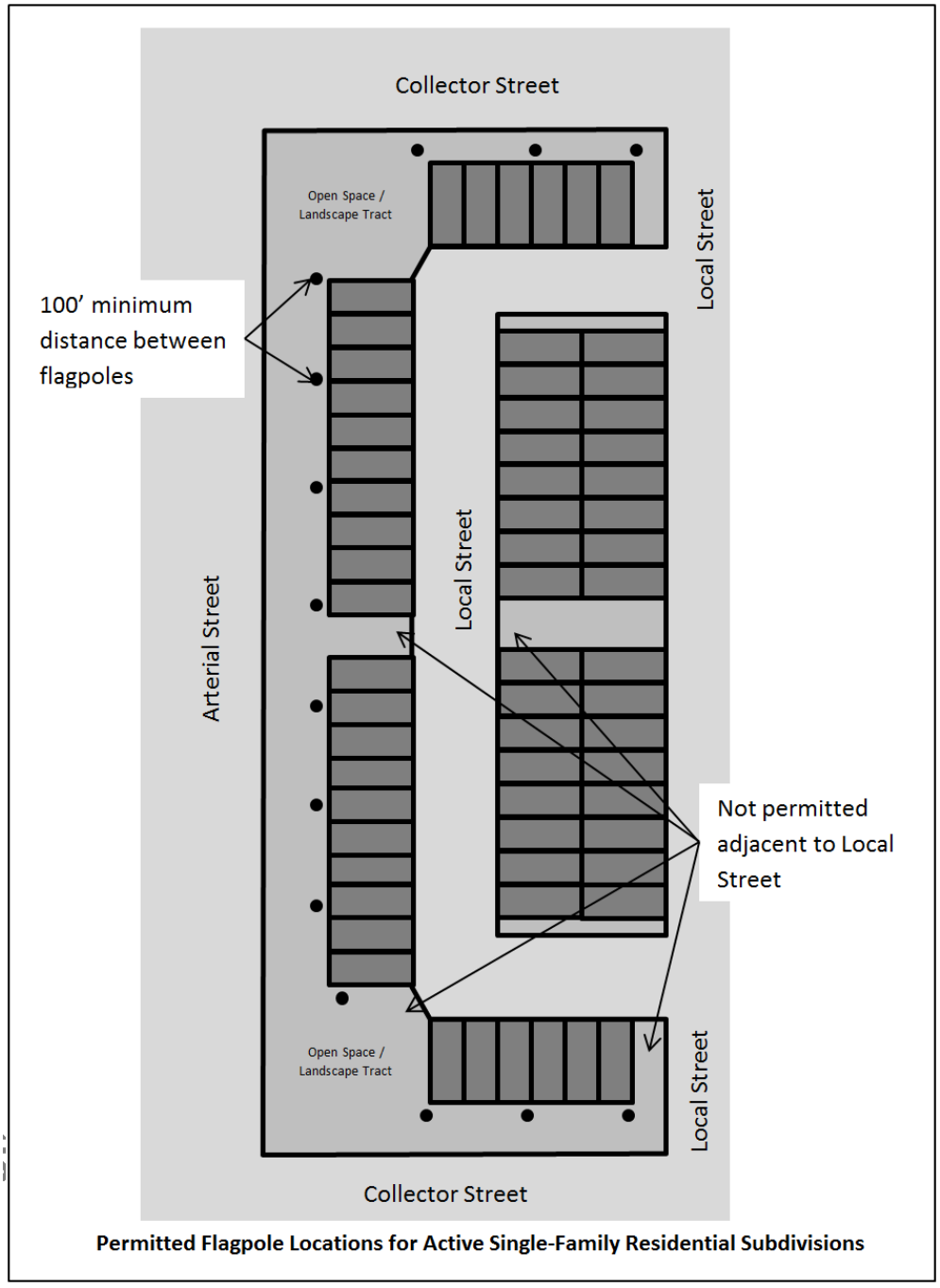
j. All model home signs permitted under this section shall be removed upon the conversion of the model homes to a residential use in accordance with subsection 106-10.29 of the Surprise Municipal Code.

11. *Active single-family residential subdivision signs.* In addition to other signs that may be permitted in association with a model home complex, the following signs are permitted within the boundaries of an active single-family residential subdivision:

a. One class IV temporary sign meeting the requirements of subsection 9(a)(5) herein may be located within the boundaries of an active single-family residential subdivision, provided such sign is located adjacent to a collector street or arterial street. The overall height of the class IV temporary sign allowed under this paragraph may be increased to 120 inches, provided the sign is designed to withstand windloads as required by the building codes in effect at the time the sign is erected. A class IV temporary sign permitted under this paragraph may be externally illuminated as outlined in section 10.



b. Where an active single-family residential subdivision includes an open space tract or landscape tract located adjacent to a collector street or arterial street, a series of flagpoles not exceeding 20 feet in height may be erected within said tract provided said flagpoles are spaced no closer than 100 feet apart; however, flagpoles permitted under this paragraph may not be located adjacent to any local street regardless of the location of the tract relative to the local street. Further, flagpoles permitted under this paragraph may not be illuminated except by ambient lighting.



Permitted Flagpole Locations for Active Single-Family Residential Subdivisions

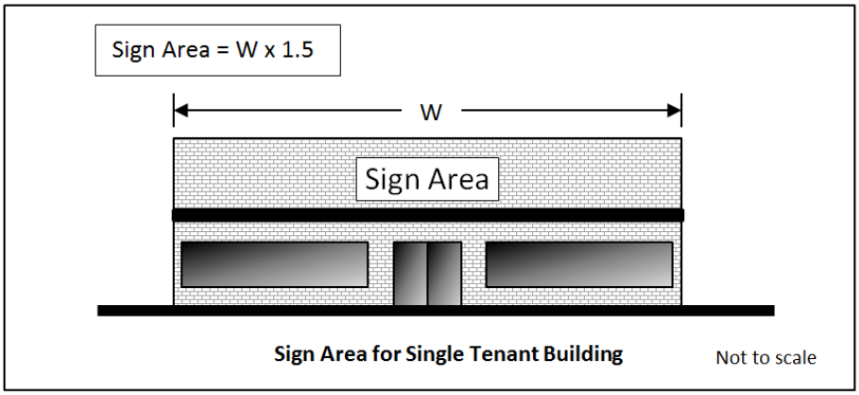
c. All active single-family residential subdivision signs shall be removed upon the close of escrow of the last lot in the subdivision or upon cessation of use, whichever comes first.

B. *Building-mounted signs.* Building-mounted signs may only be placed on building elevations which face a street or primary parking lot. For purposes of this section,

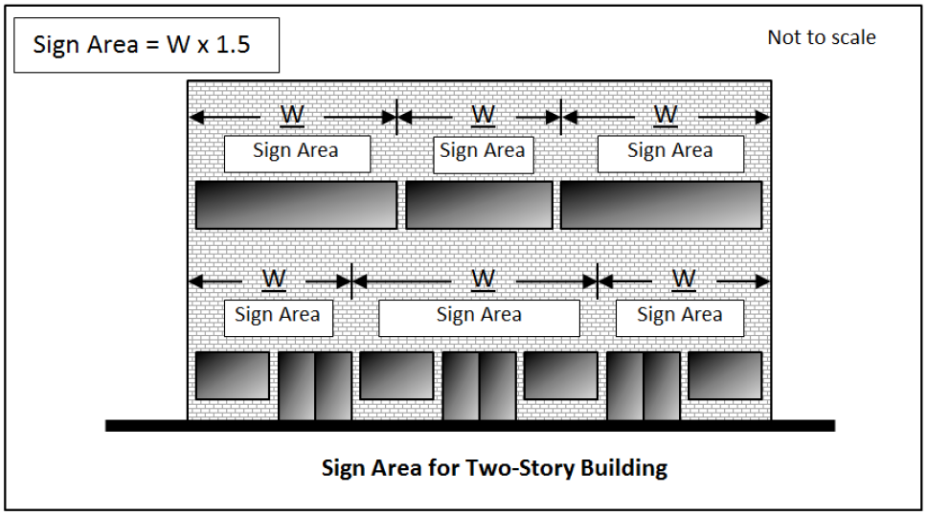
parking areas adjacent to service bays, access drives located behind a building, or alley ways are not considered primary parking areas.

1. *Building wall signs.* In other than residential zoning, building wall signs are permitted on any building elevation of any primary use building, subject to the following:

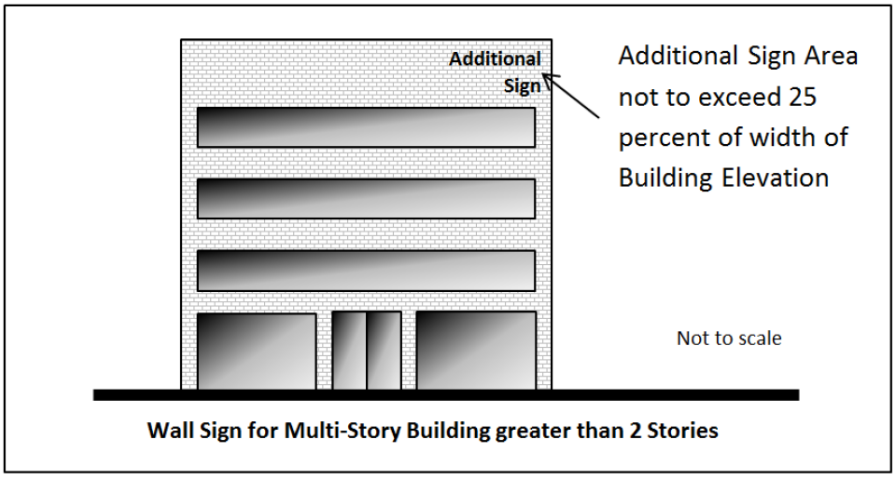
    a. For single story, single-tenant buildings, any number of building wall signs may be affixed to any building elevation, provided the aggregate sign area does not exceed one and one-half square foot per one linear foot of building elevation on which the sign is mounted.



    b. For two-story office buildings or two-story mixed-use buildings, each tenant who possesses leased tenant frontage on the exterior wall of the building may affix any combination of building wall signs provided the aggregate sign area does not exceed one and one-half square foot per one linear foot of that tenant's leased frontage. In the event a tenant does not possess leased tenant frontage located along the exterior of the building, this provision does not apply.



c. For multi-story buildings greater than two stories one building wall sign, the area of which not exceeding 25 percent of the width of the elevation may be affixed to each building elevation at a location that is nearest the top of the building provided said sign does not extend above the parapet, or in the case of an exposed pitch roof, the drip line of the roof. In no case shall such signs be affixed to an elevator shaft or equipment screening.

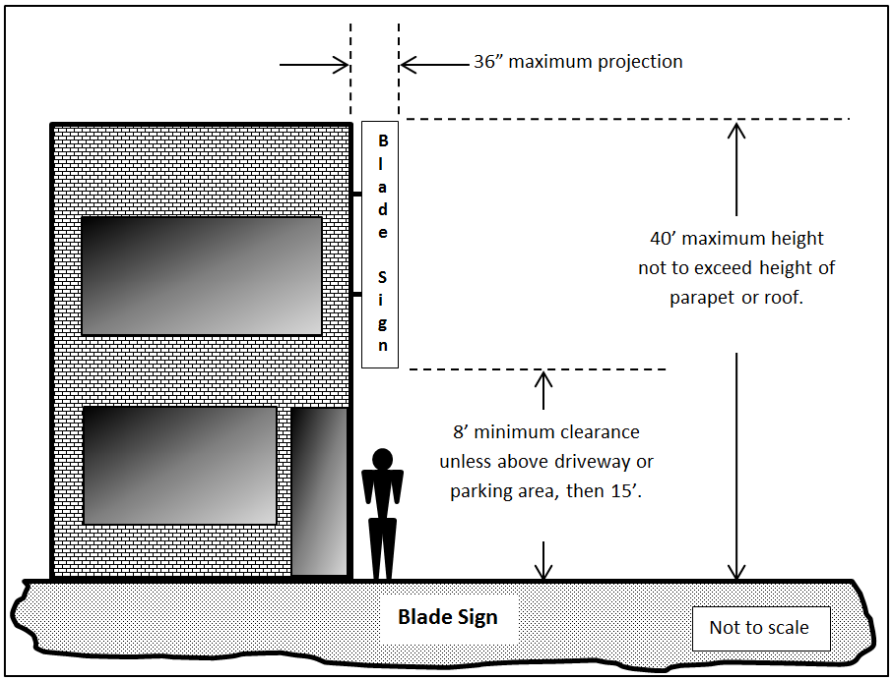


d. The sign area of any building wall sign serving an arterial street may be increased by 25 percent when the building is setback at least 600 feet from the public right-of-way and may be further increased an additional 25 percent for each additional 200 feet of setback, up to a maximum of 100 percent, provided the increase in sign area does not cause the sign to be in violation with the other provisions of this section.

e. The maximum width of a building wall sign shall not exceed 80 percent of the leased tenant frontage for a multi-tenant building, or building elevation for a single-tenant building.
f. Building wall signs shall be installed in a manner that does not obscure architectural features such as, but not limited to, pilasters, arches, windows, cornices, pop-outs, decorative trims, moldings, and frieze.
g. Building wall signs may be internally illuminated, externally illuminated, or back-lit, but may not include electronic messaging (EMCs). Further, illumination shall be in accordance with the requirements set forth in section 10.

2. *Blade signs.*

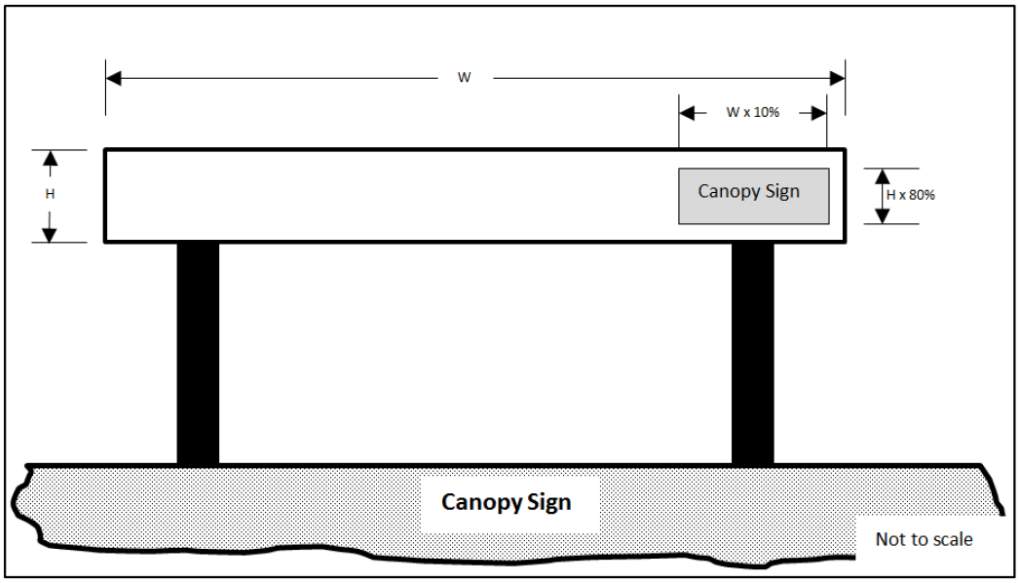
a. One blade sign is permitted per primary use multi-story building located in multi-family, commercial, mixed-use or industrial zoning subject to the specific requirements outlined below.
b. When a blade sign extends over a pedestrian area a distance of six inches or more, the bottom of the sign shall not be any closer than eight feet above the walking surface over which the sign is placed. When a blade sign extends any distance over a parking lot or vehicular area, the bottom of the sign shall not be any closer than 15 feet above the paving surface over which the sign is placed.
c. The blade sign shall be mounted such that the top of the sign is not higher than 40 feet above the ground, sidewalk, or pavement surface above which the sign is mounted, except that in no case shall the blade sign extend above the roof of the building onto which the sign is mounted, or if mounted adjacent to a parapet, the sign shall not extend above the parapet.
d. The blade sign shall not project more than 36 inches from the wall onto which the blade sign is mounted.
e. The blade sign shall not be externally illuminated in any manner except by ambient lighting as may be present on the property; however, blade signs may be internally illuminated in accordance with the requirements set forth in section 10.



3. *Canopy signs.*

a. Canopy signs shall not exceed 80 percent of the height of the face of the canopy onto which the canopy sign is mounted.

b. Canopy signs shall not exceed ten percent of the width of the face of the canopy onto which the canopy sign is mounted.



c. Canopy signs may be internally illuminated or back-lit in accordance with the requirements set forth in section 9. Level 1

electronic messaging is permitted on a canopy sign, subject to the provisions outlined in section 11.

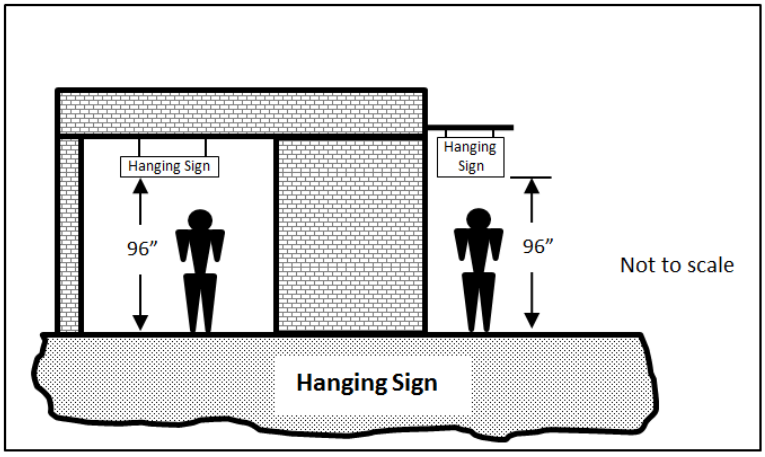
4. *Marquee signs.*

   a. The marquee sign shall be affixed to the face plane of the marquee and shall not extend above the uppermost or lowermost limits of the marquee.
   b. The marquee sign shall not exceed 80 percent of the width of the face of the marquee onto which the sign is mounted.
   c. Marquee signs may be internally illuminated or back-lit in accordance with the requirements set forth in section 9. Level 1 electronic messaging is permitted subject to the provisions outlined in section 11.

5. *Awning signs.* In mixed-use, commercial and industrial zoning districts, awnings may be integrated with sign copy, but shall not contribute towards the overall building wall sign area of a particular building.

6. *Hanging signs.* In mixed-use, commercial and industrial zoning districts, hanging signs are permitted subject to the following time, place, and manner restrictions:

   a. Not more than one hanging sign is permitted per customer entrance and shall be mounted above the customer entrance or as close as reasonably practicable.
   b. The maximum sign area of the hanging sign shall not exceed six square feet.
   c. Where a hanging sign is erected above a pedestrian pathway, the bottom of the sign shall be not less than 96 inches from the walkable surface above which the hanging sign is placed.
   d. The hanging sign shall not be externally illuminated in any manner except by ambient lighting present on the property; however, such signs may be internally illuminated in accordance with the requirements set forth in section 10.



7. *Window signs and sunscreens.*

   a. Window signs are allowed provided the combined sign area for all window signs affixed to a particular window does not exceed 40 percent of the individual window pane. Etched or stained glass, when integral to the window, shall not be included in the sign area calculation.
   b. Sunscreen material may cover 100 percent of the window pane, provided not more than 40 percent of the window pane is covered by any mural or other graphics.
   c. Window signs shall not contribute towards the aggregate building wall sign area of a building.

C *Freestanding ground signs.*

1. *Class I monument signs (menu signs) and class II monument signs (preview signs) for drive-through businesses.* Drive-through businesses may utilize one class I monument sign and one class II monument sign per drive-through lane subject to the following:

   a. The bottom of the sign copy of a class I monument sign or class II monument sign shall not be less than two feet above the adjacent drive-through lane's paved surface.
   b. The overall height of the sign structure of a class I monument sign or class II monument sign shall not be more than eight feet above the adjacent drive-through lane's paved surface.
   c. The sign area for an individual class I monument sign or class II monument sign shall not exceed 50 square feet.
   d. A class I monument sign shall not be audible from any residential zoning district or residential use, hotel or motel room, or patient room of an overnight medical facility.

e. No class I monument sign or class II monument sign may be located within 100 feet of a residential zoning district or use.
f. Class I monument signs and class II monument signs may be internally illuminated in accordance with the requirements set forth in section 10.
g. Level 2 electronic messaging is permitted, subject to the provisions outlined in section 11.

2. *Class III monument signs (directional signs).* Class III monument signs are permitted along the street frontage in conjunction with a driveway serving any multi-family residential, commercial or industrial development, subject to the following:

a. The class III monument sign shall not exceed 30 inches in height as measured from the adjacent pavement surface of the roadway served by the sign;
b. The sign area of a class III monument sign shall not exceed six square feet;
c. The class III monument sign may be internally illuminated, back-lit, or externally illuminated as outlined in section 10 provided the source of external illumination is not visible.

3. *Class IV monument signs (directory signs).* Class IV monument signs are permitted within the interior of any multi-family residential, commercial or industrial development, subject to the following:

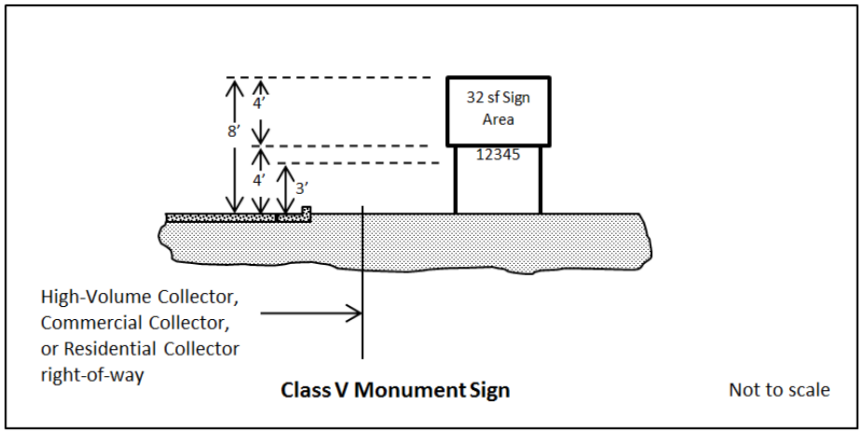
a. The class IV monument sign shall not exceed six feet in height as measured from the adjacent pavement surface of the roadway or sidewalk served by the sign;
b. The sign area of a class IV monument sign shall not exceed 12 square feet;
c. The class IV monument sign may be internally illuminated, back-lit, or externally illuminated in accordance with the requirements set forth in section 10 provided the source of external illumination is not visible.

4. *Class V monument signs (minor monument signs)*.

a. Class V monument signs are permitted in conjunction with non-residential uses in a residential zone, not including cottage industries or home occupations; or in multi-family uses in multi-family zoning; or in non-residential uses in a non-residential zone.
b. One class V monument sign meeting the requirements outlined below is permitted for every 150 feet of collector or arterial street

frontage or portion thereof, regardless of the presence or location of driveway, provided sight distance requirements are met. The minimum spacing between individual class V monument signs, or between a class V monument sign and a class VI monument signs, located on the same property shall be not less than 150 feet measured radially.

c. When allowed, the height of the class V monument sign shall not exceed eight feet as measured from the edge of pavement of the street being served by the sign, nor shall the maximum sign area exceed 32 square feet. The bottom edge of the sign copy shall be no lower than four feet above the adjacent edge of pavement of the street being served by the sign. The height of the sign structure may extend an additional two feet above the face if the sign provided said extension is limited to non-illuminated architectural embellishments and contains no sign copy.



d. The base of a class V monument sign shall be fitted with the address of the property or properties in a manner that is consistent with section 13.

e. A class V monument sign shall be located within a landscape area not less than 80 square feet.

f. Class V monument signs shall be setback not less than two feet from the right-of-way line except that in the event a public utility easement is present, in which case the sign shall be setback not less than two feet from the easement.

g. Class V monument signs may be internally illuminated, back-lit or externally illuminated in accordance with the requirements set forth in section 10.

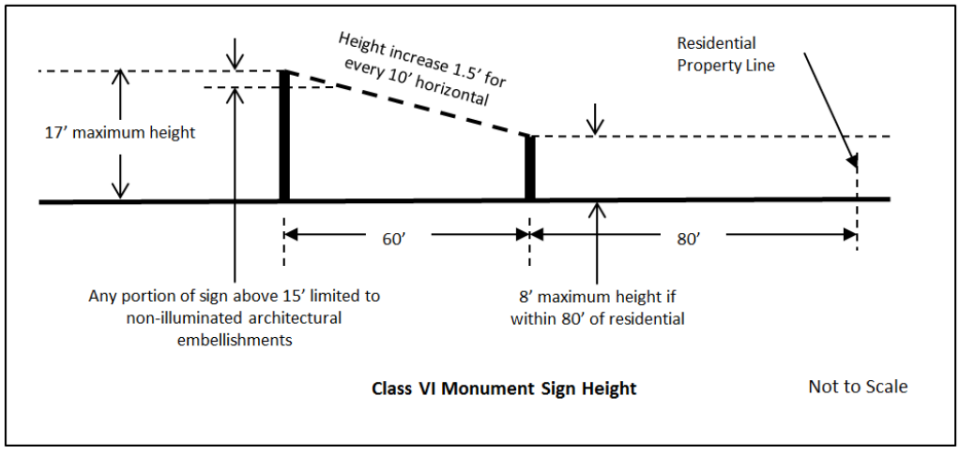
h. Level 1 electronic messaging and level 2 electronic messaging are permitted on a monument sign, subject to the provisions outlined in section 11.

5. *Class VI monument signs (major monument signs).*

a. Class VI monument signs are permitted in conjunction with non-residential uses in a non-residential zone or that portion of a planned area development where the land use plan of the PAD specifically calls out non-residential uses.

b. Class VI monument signs shall only be located adjacent to a parkway, major arterial street, minor arterial street, or along grand avenue. When allowed, one class VI monument sign meeting the requirements outlined below is permitted for every 150 feet of said roadway or portion thereof, regardless of the presence or location of driveway, provided sight distance requirements are met. The minimum spacing between individual class VI monument signs located on the same property shall be not less than 150 feet measured radially. The minimum spacing between class V monument signs and class VI monument signs located on the same property shall not be less than 150 feet measured radially. Properties with less than 150 feet of parkway, major arterial street, minor arterial street, or grand avenue frontage shall not be permitted any class VI monument sign.

c. No class VI monument sign may be located within 80 feet of a property having single-family residential zoning. The height of a class VI monument sign located 80 feet or more from a property having single-family zoning shall not exceed eight feet at 80 feet distant; however, the height of a class VI monument sign may increase one and one-half foot for every additional ten feet of horizontal distance the sign is located away from a property having single-family residential zoning up to a maximum height of 17 feet, provided however that any height in excess of 15 feet shall be limited to architectural embellishments.



d. The sign area of a class VI monument sign shall be limited to 36 square feet, but may increase 12 square feet for every one foot increase in the overall height of the sign up to a maximum sign area of 120 square feet.

e. The base of a class VI monument sign shall be fitted with the address of the property or properties in a manner that is consistent with section 13.

f. A class VI monument sign shall be located within a landscape area not less than the maximum sign area allowed for that sign.

g. Class VI monument signs shall be setback not less than two feet from the right-of-way line. Further, in the event a public utility easement is present, the sign shall be setback not less than two feet from the easement, unless the property owner signs a waiver acknowledging the prior rights of the utility companies to occupy said easement.

h. Class VI monument signs may be internally illuminated, back-lit or externally illuminated in accordance with the requirements set forth in section 10.

i. Level 1 electronic messaging and level 2 electronic messaging are permitted on a class VI monument sign, subject to the provisions outlined in section 11.

6. *Roadway arch signs.* Roadway arch signs may be erected within any commercial or industrial development subject to the following:

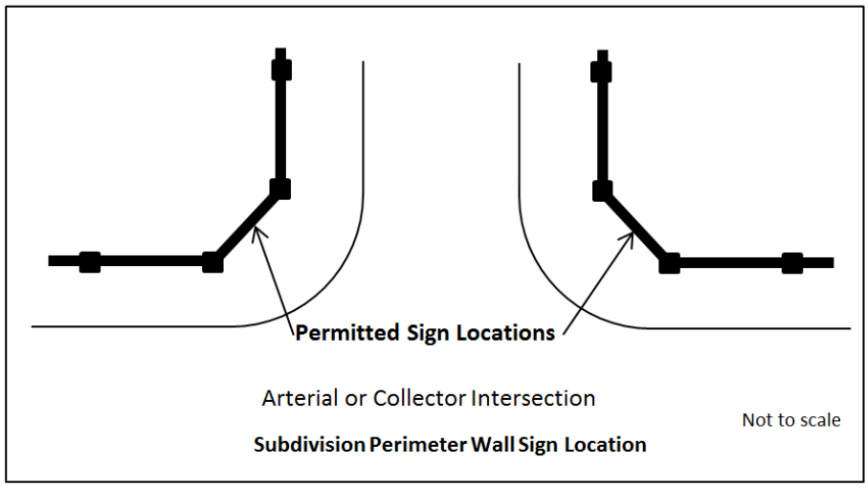
a. Roadway arch signs shall maintain a vehicular clearance of not less than 18 feet;

b. Roadway arch signs shall not interfere with pedestrian or vehicular movement;

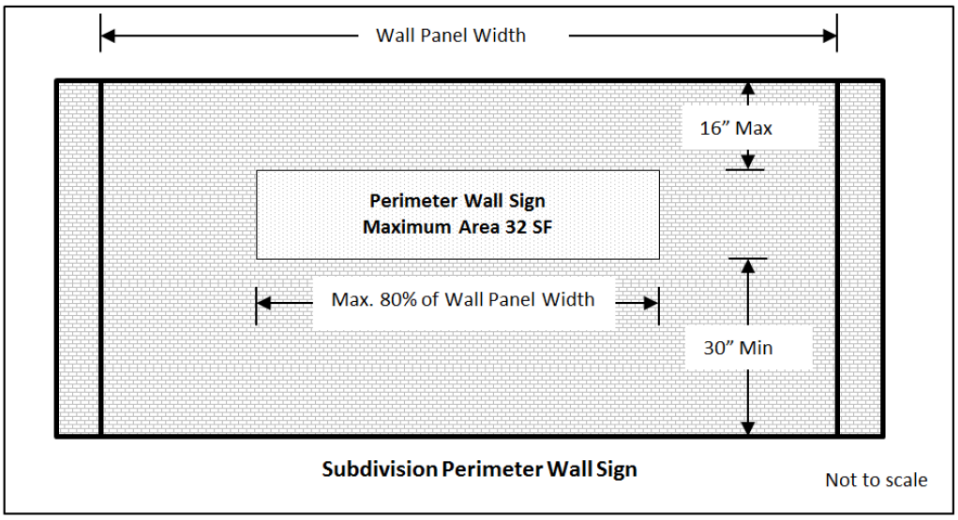
c. Roadway arch signs may be internally illuminated, or back-lit in accordance with the requirements set forth in section 10 except that if the roadway arch sign is located within 100 feet of any residential zoning district or use, the roadway arch sign shall not be illuminated.

7. *Subdivision perimeter wall signs.*

a. Where a subdivision perimeter wall is located adjacent to a street corner that intersects a collector or arterial street, one subdivision perimeter wall sign may be affixed to the wall panel of the subdivision perimeter wall most closely oriented to the intersection, subject to the specific requirements outlined below.



b. The maximum sign area shall not exceed 32 square feet.
c. The width of the sign shall not exceed 80 percent of the width of the perimeter wall panel into which the sign is mounted.
d. The bottom of the sign shall be no lower than 30 inches from the adjacent grade.
e. The top of the sign shall be no higher than 16 inches from the top of the wall panel onto which the sign is mounted.
f. The sign may be back-lit or externally illuminated provided the source of illumination is not visible from the street or from the adjacent residential property and is otherwise in accordance with the requirements set forth in section 10.



8. *Freeway monument signs.* Freeway monument signs may be permitted as outlined in this section:

   a. *State Route 303 Corridor.* Freeway monument signs may be located within the following portions of the State Route 303 Corridor, subject to prior approval of a conditional use permit to be processed as a Type 3 application in accordance with Chapter 102 of this Ordinance:

      (1) *State Route 303 and U.S. 60.* An area of land generally located at the intersection of State Route 303 and U.S. 60, being situated in the south half of Section 18 and the north half of Section 19, Township 4 North, Range 2 West and the south half of Section 36, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

      BEGINNING at a point located at longitude 112°24'13" west by latitude 33°40'49" north, thence southwesterly along a line bearing N43°00'58"E a distance of 1,320 feet to the beginning of a non-tangent curve the center of which is said longitude and latitude; thence clockwise along the arc of said curve a distance of approximately 2,070 feet, thence departing said arc southeasterly along a line bearing N46°13'20"W a distance of 1,320 feet to the POINT OF BEGINNING

      (2) *State Route 303 and Bell Road.* An area of land generally located at the intersection of State Route 303 and Bell

Road, being situated in the north half of Section 1, Township 3 North, Range 2 West and the south half of Section 36, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the north quarter corner of said Section 1, thence easterly along the north line of the northeast quarter of said Section 01 a distance of 850 feet to the beginning of a non-tangent curve the center of which is said north quarter corner; thence clockwise along the arc of said curve a distance of approximately 4,000 feet to a point on the east line of the southwest quarter of said Section 36, thence departing said curve, southerly along said east line a distance of 850 feet to the POINT OF BEGINNING

(3) *State Route 303 and Greenway Road.* An area of land generally located at the intersection of State Route 303 and Greenway Road, being situated in the southeast quarter of Section 1, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the south quarter corner of said Section 01, thence northerly along the west line of said southeast quarter a distance of 450 feet to the beginning of a non-tangent curve the center of which is said south quarter corner; thence clockwise along the arc of said curve a distance of approximately 700 feet to a point on the south line of said southeast quarter; thence departing said curve, westerly along said south line a distance of 450 feet to the POINT OF BEGINNING

(4) *State Route 303 and Cactus Road.* An area of land generally located at the intersection of State Route 303 and Cactus Road, being situated in the northeast quarter of Section 24, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

BEGINNING at the north quarter corner of said Section 24; thence easterly along the north line of said northeast quarter a distance of 850 feet to the beginning of a non-

tangent curve the center of which is said north quarter corner; thence clockwise along the arc of said curve approximately 1,340 feet to a point on the west line of said northeast quarter; thence departing said curve, northerly along said west line a distance of 850 feet to the POINT OF BEGINNING

(5) All freeway monument signs located within the aforementioned locations are subject to the provisions in subsections 9(c)(9)b.—e.

b. *Additional locational requirements.* The following additional locational requirements apply for all freeway monument signs regardless of where in the corridor it is located:

(1) Freeway monument signs may only be approved on lands zoned for commercial or industrial uses.
(2) No freeway monument sign shall be located within 300 feet of a property zoned for residential uses, or any open space tract that is associated with a residential development.
(3) Freeway monument signs shall not be located closer than 20 feet from the adjacent right-of-way.
(4) Spacing between freeway monument signs shall be not less than 750 feet, unless separated by a freeway or arterial right-of-way.
(5) Freeway monument signs shall not be allowed within a natural or manmade watercourse.

c. *Dimensional requirements.* The following dimensional requirements apply for all freeway monument signs regardless of the corridor in which it is located:

(1) The overall height of a freeway monument sign shall not exceed 65 feet as measured from the finished grade of the site where the freeway monument sign is located to the highest point of the sign structure.
(2) Freeway monument signs shall be allowed an extra three feet in height for architectural embellishments.
(3) The sign area of a freeway monument sign shall not exceed 650 square feet.

d. *Design requirements.* The following design requirements apply for all freeway monument signs regardless of the corridor in which it is located:

(1) Freeway monument signs may incorporate level 2 electronic messaging centers as outlined section 11 herein, except that electronic messaging centers used in freeway monument sign applications may occupy up to 50 percent of the allowable sign area of the sign, exclusive of architectural embellishments as required herein, and provided such electronic messaging centers are turned off between 11:00 p.m. and dawn.

(2) Freeway monument signs shall incorporate architectural features of the commercial development on which the sign is located; however, such embellishments shall not include any sign copy.

(3) Freeway monument signs shall require a landscaped area equal to four square feet of landscaping for each square foot of sign area and shall be located around the base of the sign; freeway monument signs may be illuminated by externally-illuminated indirect or internal lighting.

e. Any conditional use permit approval is hereby conditioned upon the applicant obtaining a valid construction permit for the freeway monument sign approved under said conditional use permit. The applicant shall obtain certificate of completion from the city within six months of approval of the conditional use permit by the City Council. Failure to obtain a certificate of completion within the designated time allotment shall render the conditional use permit null and void; however, the city manager or designee may grant a one-time extension for a period not to exceed six months when in the opinion of the city manager or designee the circumstances warrant such.

9. *Billboard Signs:* Billboard Signs may be permitted as outlined in this Section:

a. *State Route 303 Corridor:* A maximum of three (3) Billboard Signs may be located within that portion of the State Route 303 Corridor between a specific point located at Latitude 33°41'49" N by Longitude 112°21'35" W and extending in a westerly direction along the northern right-of-way line of State Route 303 ~~from the southeast corner of Section 9 of the Gila and Salt River Base and~~

~~Meridian and extending in a westerly direction~~ a distance of approximately 3,960' ~~along the south line of Section 9 located at Latitude 33°41'49" N by Longitude 112°21'35" W and~~ to the specific point of Latitude 33°41' 47" N by Longitude 112°22' 22" W, subject to prior approval of a Conditional Use Permit in accordance with Chapter 102-6.3 of the Surprise Land Development Ordinance. All billboard signs located within the aforementioned corridor are subject to the provisions in Paragraph 109-1.9.C.9:

(1) Billboard signs located within the State Route 303 corridor as defined above shall serve eastbound and/or westbound traffic but shall only be located north of the freeway right-of-way. Further, where a billboard sign is located within the State Route 303 Corridor, at least one (1) sign face shall consist of an Electronic Messaging Center.

(2) The overall height of a billboard sign within the State Route 303 Corridor shall not exceed forty-five (45) feet as measured from the adjacent roadway to the top of the sign structure, exclusive of architectural embellishments as permitted in this Section.

(3) The overall dimensions of the sign panel associated with a billboard sign within the State Route 303 Corridor shall not exceed forty-eight (48) feet in width and fourteen (14) feet in height for a total sign area not to exceed 672 square feet, exclusive of architectural embellishments as permitted in this Section.

b. *Additional Locational Requirements:* The following additional locational requirements apply for all billboard signs:

(1) Billboard signs may only be approved within a Planned Area Development (PAD), that portion of the PAD in which the approved land use plan specifically calls out commercial, industrial or employment uses and in Commercial or Industrial zoning districts, and only within the specified Corridor.

(2) Billboard signs shall not be located closer than twenty (20) feet from the State Route 303 right-of-way line and not further than 200 feet from said right-of-way line.

(3) No billboard sign shall be approved within 660 feet of any Freeway Monument Sign existing at the time of Conditional Use Permit application for the billboard sign in question.

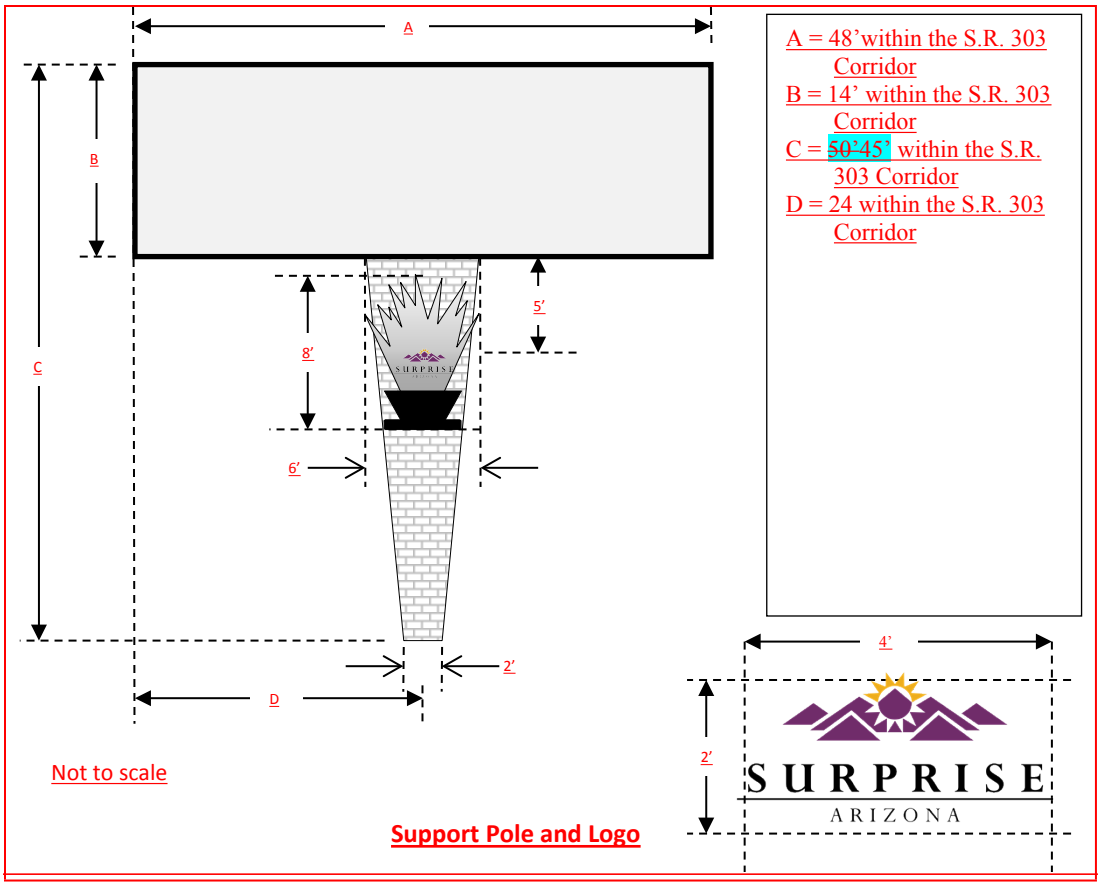
(4) No billboard sign shall be approved within 1760' of any billboard sign approved or existing at the time of Conditional Use Permit application for the billboard sign in question.

c. *Design Requirements:* The following design requirements apply for all billboard signs:

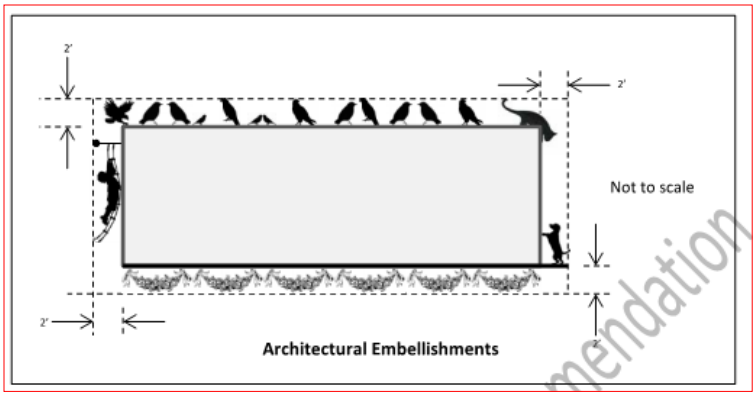
(1) Billboard Signs may incorporate Level 2 Electronic Messaging Centers as outlined Chapter 109-1.11.6 herein, except that Electronic Messaging Centers used in billboard applications may occupy up to 100% of the allowable sign area of the billboard, exclusive of architectural embellishments as may be permitted or required herein and provided such Electronic Messaging Centers are turned off between 11:00 PM and dawn.

(2) Billboard Signs shall be supported by a single pole or column, which shall be dimensionally centered beneath the sign panel and shall incorporate a pole cover comprised of stone, brick or other architecturally compatible material that conceals the structural component of the pole or column. Unless an alternative design is approved by the Planning and Zoning Commission, the pole cover shall be of a trapezoidal shape, with a base width equal to one-third (1/3) the width of the top of the pole cover.

(3) Unless an alternative design is approved by the Planning and Zoning Commission, the supporting pole or column shall also include additional architectural embellishments that incorporate the official Primary City of Surprise Logo superimposed onto a stylized agave image. The logo shall be approximately two (2) feet tall by four (4) feet wide. The stylized agave image shall be eight (8) feet high by six (6) feet wide. The vertical center of the arrangement shall be five (5) feet below the lower edge of the sign panel.



(4) Artistic or architectural embellishments up to thirty (30) square feet may be attached to the perimeter of the sign panel, provided said embellishments do not extend more than two (2) feet in any direction beyond the face of the sign and do not otherwise obstruct the architectural embellishments as may be required under Paragraph 109-1.9.C.9.c above.



d. Any Conditional Use Permit approval is hereby conditioned upon the applicant obtaining a valid construction permit for the billboard sign approved under said Conditional Use Permit. The applicant shall obtain Certificate of Completion from the City of Surprise within six (6) months of approval of the Conditional Use Permit by the Planning and Zoning Commission. Failure to obtain a Certificate of Completion within the designated time allotment shall render the Conditional Use Permit null and void; however, the City Manager or designee may grant a one-time extension for a period not to exceed six (6) months when in the opinion of the City Manager or designee the circumstances warrant such.

Exhibit C

Section 109-1.11 Electronic Messaging

109-1.11 Electronic messaging centers (EMCs).

A *Levels of electronic messaging.* For purposes of this chapter, electronic messaging centers (EMCs) are divided into two categories: level 1 electronic messaging and level 2 electronic messaging, as defined in section 6.

B *EMC illumination.* The nighttime illumination of an electronic messaging center shall conform to the criteria set forth in this section.

1. *Illumination measurement criteria.* The illuminance of an electronic messaging center shall be measured with an illuminance meter set to measure foot-candles accurate to at least two decimals. Illuminance shall be measured with the EMC turned off, and again with the EMC displaying a white image for a full color-capable electronic messaging center, or a solid message for a single-color electronic messaging center. All measurements shall be taken perpendicular to the face of the electronic messaging center at the distance determined by the total square footage of the electronic messaging center as set forth in table 109-1b below.

TABLE 109-1b
MEASUREMENT DISTANCE AS A FUNCTION OF SIGN AREA

Area of Sign (sq. ft.)	Measurement Distance (ft.)	Area of Sign (sq. ft.)	Measurement Distance (ft.)
5	22	55	74
10	32	60	77
15	39	65	81
20	45	70	84
25	50	75	87
30	55	80	89
35	59	85	92
40	63	90	95
45	67	95	97
50	71	100	100
For EMCs with an area in square feet other than those specifically listed in this table,			

the measurement distance may be calculated using the following formula: Measurement Distance = √Area of sign sq. ft. x 100

2. *EMC illumination limits.* The difference between the "off" and "solid-message" measurements using the illumination measurement criteria outlined in subsection 11(b)(1) above shall not exceed 0.3 foot-candles at night.

3. *Dimming capabilities.* All permitted electronic messaging centers shall be equipped with a sensor or other device that automatically determines the ambient illumination and is programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 foot-candle measurement criteria.

4. *EMCs as a portion of sign area.* When allowed, electronic messaging centers may comprise not more than 50 percent of the allowable sign area of a particular sign.

5. *Certification.* Prior to the issuance of a permit relating to an electronic messaging center, the applicant shall provide a written certification from the owner of the sign attesting that said owner has read and understands the provisions of this section, agrees to abide by said section, and agrees to cooperate with City of Surprise staff with regards to any nighttime testing that may be necessary should the 0.3 foot-candle limitation be at question.

6. When Electronic Messaging Centers are utilized in conjunction with a Billboard Sign, the sign area of the Electronic Messaging Center may encompass 100% of the allowable sign area as outlined in Paragraph 109-1.9.C.9.

August 12, 2021

Mayor and Surprise City Council
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85375

Ref: Proposed electronic billboards along the 303 corridor/ August17th council meeting.

Mr. Mayor and Lady and Gentlemen of Surprise City Council,

You have a beautiful city with lovely neighborhoods and amenities. I understand the need to increase your revenue to support city services along with tax revenue, but electronic billboards starting with locating them on the 303 corridor are a step too far.

I do not live in Surprise, my husband and I live in Corte Bella Country Club located at El Mirage Road and the 303 corridor in Sun City West. Our community, along with Sun City West North, will be directly impacted if you proceed with installing the first (of several) such billboards along the 303 corridor. Both Corte Bella and Sun City West North are inhabited by mostly retired residents. Corte Bella Country Club is a **"dark sky"** community. Our street lighting and CC&R's reflect this. Your proposed billboard would seriously further impact are ability to remain so, and I beg you not to proceed. Yes, the 303 north of Corte Bella is illuminated and does already impact us, the reason being road safety - the billboard is an unnecessary addition to light pollution in our area. In addition, electronic advertising billboards along the 303 in our area will be a detriment to the esthetics and a **distraction** for drivers in an area of **high-speed traffic** and could be **dangerous** and a liability to the City, have you included that in your budget calculations? I note that this first billboard is at the very edge of your city limits at the border with Peoria. The City of Peoria has designated their adjoining portion of the 303 as a scenic area and support it being in a "dark sky area" and have banned billboards along their section of it, please do the same.

There are better ways to attract more revenue to your city - not revenue from highway electronic billboards which are ugly and could lead to road accidents.

Please, please, please - and I am begging here - do not approve this proposal!

Thank you for your attention to my concerns.

Sincerely

Susan E. Duxbury

Susan E. Duxbury
Resident
Corte Bella Country Club
Sun City West, AZ 85375
[redacted]

Robert Kuhfuss

From: Jodi Tas
Sent: Monday, August 2, 2021 11:33 AM
To: Ashley Labhart
Cc: Lloyd Abrams; Skip Hall
Subject: FW: Against the proposed electronic billboard on Loop 303

Hi, Ashley! I am not sure if you already received this email but if not, please add to the list.

Thank you!

Jodi

From: [redacted]
Sent: Monday, August 2, 2021 10:16 AM
To: Mayor [redacted]; Roland Winters [redacted]>; Aly Cline [redacted]; Patrick Duffy [redacted]; Ken Remley [redacted]>; Jack Hastings [redacted]>; Chris Judd [redacted]
Subject: Against the proposed electronic billboard on Loop 303

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

I am vehemently against any type of billboard on the Loop 303. Arizona is known for its beautiful desertscapes and natural surroundings. It's bad enough that development of land around the 303 is being developed, leading to views of look-alike homes and warehouses. We're constantly bombarded with ads and commercials in our daily lives – on the television, radio our phones, on the Internet, in print, etc. Please do not add to the cacophony and intrusion of our daily lives.

If Surprise moves forward with the proposed billboard on the Loop 303, I pledge now not to engage with any company, organization, or individual who may advertise on any signs, of any type.

Jack Leary
[redacted]

Robert Kuhfuss

From: Jodi Tas
Sent: Tuesday, August 10, 2021 2:15 PM
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: Billboards . . .

Another one for the record.

Thank you!

Jodi

From: Walter Sic [redacted]>
Sent: Tuesday, August 10, 2021 11:32 AM
To: Mayor [redacted] Roland Winters <[redacted]v>; Aly Cline [redacted]>; Patrick Duffy [redacted]; Ken Remley [redacted]; Jack Hastings [redacted]; Chris Judd [redacted]>
Subject: Billboards . . .

******The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.******

Good Morning,

My name is Don "Walter" Sic, and I am a registered voter, as well as a 12 year citizen of Surprise.
My wife and I also operate our real estate business in Surprise, and conduct most of our business here in Surprise.

My address is: [redacted] Surprise AZ 85387.

I want to make it know, that I oppose Billboards in Surprise. They are trashy, and take away from the dark skies. They will cost our beautiful city much more than any "Profits" the city could gain.
I fully 100% detest allowing these terrible, gross things in our city.

Thank you for hearing the voices of the citizens of this community, and keeping it family friendly and presentable vs destroying it with unfriendly and corporate grossness.

--
Walter Sic, Lead Agent
DCS Realty Group
[redacted]
www.DCSRealty.com

Robert Kuhfuss

From: Robert Kuhfuss
Sent: Thursday, August 5, 2021 2:17 PM
To: [redacted]
Subject: FW: Contact Information Request for Planning and Zoning Commission

Ms. Renz,

Thank for your email and sorry for the delay in getting back to you. I am the planner on this case and would be happy to answer any questions.

I will be here the remainder of the day, but will be taking a long weekend. In any event, feel free to respond via email or by phone.

Robert H. Kuhfuss, AICP, MPA
City of Surprise Community Development Department
16000 North Civic Center Plaza
Surprise, AZ 85374-7470
[redacted]

From: Ashley Labhart [redacted]
Sent: Monday, August 2, 2021 11:51 AM
To: Robert Kuhfuss [redacted]>
Subject: FW: Contact Information Request for Planning and Zoning Commission

Rob,

Will you be able to reach out to Ms. Renz regarding this?

Thank you,

Ashley Labhart
Senior Administrative Specialist

City of Surprise | Community Development
16000 N. Civic Center Plaza | Surprise, AZ 85374
[redacted]

From: Melanie Renz [redacted]
Sent: Sunday, August 1, 2021 7:56 AM
To: Ashley Labhart [redacted]>
Subject: Contact Information Request for Planning and Zoning Commission

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Hello,

I read in the Surprise Independent that our city is considering electric billboards and would like to share some concerns about this. Can you please advise of the email/contact information of who I would contact to share these concerns?

Regards,
Melanie Renz
[redacted]
Surprise, AZ 85388

Robert Kuhfuss

From: Jodi Tas
Sent: Monday, August 2, 2021 11:35 AM
To: Ashley Labhart
Cc: Skip Hall; Lloyd Abrams
Subject: FW: OPPOSING BILLBOARDS IN SURPRISE

And another…

Thank you!

Best,

Jodi

From: Gina Johns [redacted]>
Sent: Sunday, August 1, 2021 7:12 PM
To: Mayor [redacted]>; Roland Winters <[redacted]; Aly Cline [redacted]; Patrick Duffy [redacted]>; Ken Remley <[redacted]; Jack Hastings [redacted]>; Chris Judd <[redacted]>
Subject: OPPOSING BILLBOARDS IN SURPRISE

******The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.******

[redacted]

We are requesting our voice to be heard that we are OPPOSING ANY BILLBOARDS in SURPRISE, SUN CITY, SUN CITY WEST AND PEORIA!!! We moved here for the specific reason of the Scenic Routes and the Dark Skies.
OUR VOTES ARE NO BILLBOARDS!!!!!!
Thank you!
Peace,
Gina Johns (registered voter)

Dakota Johns (registered voter)

[redacted], Surprise, AZ 85387

Robert Kuhfuss

From: Jodi Tas
Sent: Tuesday, August 10, 2021 2:18 PM
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: Opposition to all billboards

From: Dennis Vanderplow [redacted]
Sent: Friday, August 6, 2021 10:42 AM
To: Mayor [redacted]>; Roland Winters [redacted] Aly Cline [redacted]; Patrick Duffy [redacted]>; Ken Remley [redacted] Jack Hastings [redacted]>; Chris Judd [redacted]>
Subject: Opposition to all billboards

******The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.******

I am writing to all City Council members to **vote no and oppose all billboards** on any and all public roadways in Surprise especially along Loop 303.

Tenant gateway signs at local shopping centers are appropriate, but not electronic or lighted billboards that are currently being proposed.

The scenic route of Loop 303 must not not be destroyed by commercial signs. Please keep our desertscape as beautiful as can be and maintain the "dark skies" movement.

Respectfully

Dennis Vanderplow
[redacted]

Robert Kuhfuss

From: Jodi Tas
Sent: Tuesday, August 10, 2021 2:18 PM
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: Opposition to all billboards

And another…

From: Dennis Vanderplow [redacted]
Sent: Friday, August 6, 2021 10:42 AM
To: Mayor [redacted]; Roland Winters [redacted]>; Aly Cline [redacted]; Patrick Duffy [redacted]>; Ken Remley [redacted]>; Jack Hastings [redacted] Chris Judd [redacted]>
Subject: Opposition to all billboards

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Respectfully

Dennis Vanderplow
[redacted]

Robert Kuhfuss

From: Jodi Tas
Sent: Tuesday, August 10, 2021 2:15 PM
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: Billboards . . .

Another one for the record.

Thank you!

Jodi

From: Walter Sic [redacted]>
Sent: Tuesday, August 10, 2021 11:32 AM
To: Mayor [redacted]>; Roland Winters <[redacted]>; Aly Cline [redacted]>; Patrick Duffy [redacted]; Ken Remley [redacted]>; Jack Hastings [redacted]>; Chris Judd [redacted]
Subject: Billboards . . .

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Good Morning,

My name is Don "Walter" Sic, and I am a registered voter, as well as a 12 year citizen of Surprise.
My wife and I also operate our real estate business in Surprise, and conduct most of our business here in Surprise.

My address is: [redacted] Surprise AZ 85387.

I want to make it know, that I oppose Billboards in Surprise. They are trashy, and take away from the dark skies. They will cost our beautiful city much more than any "Profits" the city could gain.
I fully 100% detest allowing these terrible, gross things in our city.

Thank you for hearing the voices of the citizens of this community, and keeping it family friendly and presentable vs destroying it with unfriendly and corporate grossness.

--
Walter Sic, Lead Agent
DCS Realty Group
[redacted]
www.DCSRealty.com

Robert Kuhfuss

From: Jodi Tas
Sent: Monday, August 9, 2021 3:58 PM
To: Ashley Labhart
Cc: Chris Judd; Lloyd Abrams; Skip Hall
Subject: FW: Follow-up to my earlier email re: the proposed billboard on the 303

Hi, Ashley! Please retain email with the case file.

Thank you!

Best,

Jodi

From [redacted]
Sent: Sunday, August 8, 2021 1:50 PM
To: Mayor [redacted] Roland Winters [redacted]; Aly Cline [redacted] Patrick Duffy [redacted]>; Ken Remley <[redacted]>; Jack Hastings [redacted]; Chris Judd [redacted]
Subject: RE: Follow-up to my earlier email re: the proposed billboard on the 303

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

I must apologize for a math error regarding the number of times that a 'flip' will be displayed in my previous email. I miscalculated the number of times that a 'flip' will be seen per day.

As the article in the Sun City West Independent says, each 'flip' will be shown approximately once per minute. Using the premise in my previous email, there are 1,020 minutes between 6:00 AM and 11:00 PM each day. That means that a "Welcome to the City of Surprise" ad would be seen over a thousand times per day. While this number is less than the incorrect number of showings I previously calculated, it is still a significant number. My comments regarding keeping the City's ad fresh and relevant are still valid, despite my error.

I apologize for my error and hope that this update helps.

Jack

From: [redacted]
Sent: Friday, August 6, 2021 9:36 PM
To: [redacted]
Subject: Follow-up to my earlier email re: the proposed billboard on the 303

After reading the article about the proposed electronic billboard on the Loop 303 in the Sun City West Independent (Wednesday, 4 August 2021), I hope the Surprise City Council is taking the following items into consideration:

1. The value of a 'flip' to the City of Surprise. The article said that the City would receive one of eight 'flips' that would recycle on the billboard every day. I hope the Council has asked the media company's representative, Kurt Jones, to assign a monetary number of that 'flip' to better help the Council understand the value of what the City will receive. For ease of comparison, assuming dawn is 6:00 AM and the sign turns off at 11:00 PM, and each 'flip' is eight seconds long (per the article), each flip would be shown 7,650 times (17 hours times 60 minutes times 60 seconds divided by 8 seconds per flip) per day. What type of revenue will the other seven 'flips' generate for the sign owner? Is that comparable to the value of (or revenue from) the 'flips' that the City will get?
2. Mr. Jones suggested that the City have a "Welcome to Surprise" message on the electronic billboard. That message will get tiresome and old after a relatively short period of time. Is the City of Surprise prepared to create new content for its 'flip' for the life of the billboard, or worse, perpetuity? Will content creation be performed by current City staff, or will new headcount be required? Perhaps content creation could be outsourced to a creative company at a cost to the City. Is the City prepared to spend money on such things? What about the extra workload and new responsibilities assigned to City staff to view, comment on, and eventually approve the new content?
3. What is the City's recourse when the electronic billboard eventually breaks (as it inevitably will, especially in Arizona's extreme heat)? Will the City be compensated for 'flips' not shown?
4. How will the City audit the effectiveness of Mr. Jones' proposed "Welcome to Surprise" billboard ads? Is his proposal to give the City one of eight 'flips' merely a handwave to make the Council believe it's getting something of value?

Finally, I feel compelled to comment on Mr. Jones' quote from the article: "It's not a pretty area. You've got the [sound] wall on one side of the freeway and you've got the humongous power line corridor on the other side of the highway." I would expect Mr. Jones to say something as insulting and inane as that. He misses the fact that there is still beauty to be found in the desert, despite the presence of power lines and walls. The beautiful Arizona sky that is part of our gorgeous state would be blocked by his ugly billboard monstrosity.

Don't allow him to deflect your attention from the ugliness and foulness that his device will bring to our area. His proposal is a smoke screen to make you forget that the Loop 303 exists for the sole purpose for people to circumvent cities and towns as people rush from one destination to another. This initial billboard would be just the first to make the West Valley look like a city overwhelmed by advertising in a city from a dystopian movie future.

Jack Leary
[redacted]

Robert Kuhfuss

From: Ashley Labhart
Sent: Monday, August 2, 2021 9:49 AM
To: Jodi Tas
Cc: Lloyd Abrams; Robert Kuhfuss
Subject: RE: Billboards

Good morning Jodi, Happy Monday to you as well!

We will ensure this comment is added to the case file, thank you for sending our way.

Best,

Ashley Labhart
Senior Administrative Specialist

City of Surprise | Community Development
16000 N. Civic Center Plaza | Surprise, AZ 85374
[redacted]

From: Jodi Tas [redacted]>
Sent: Monday, August 2, 2021 8:15 AM
To: Ashley Labhart [redacted]
Subject: FW: Billboards

Good morning, Ashley! Happy Monday! I hope this message finds you well. Do you happen to know if anyone is keeping track of this item?

Thanks!

Jodi

From: Skip Hall [redacted]
Sent: Sunday, August 1, 2021 5:01 PM
To: Josephine Karacsony [redacted]>
Cc: Jodi Tas [redacted]>
Subject: Re: Billboards

Dear Josephine,
Thank you for taking the time to let us know your view on billboards. We will take your concern into consideration.
Skip

On: 01 August 2021 12:21,
"Josephine Karacsony" [redacted]> wrote:

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Please. Please don’t consider putting electronic billboards on our highways here in Surprise…you muck up the scenery. This is rate 17. Something that we SERIOUSLY don’t need..

NO

Jo Karacsony

Sent from my iPad

Robert Kuhfuss

From: Mayor
Sent: Wednesday, August 11, 2021 8:44 AM
To: John Powell
Cc: Ashley Labhart
Subject: RE: Oppose All Billboards

Good morning! Thank you for your email, Mr. Powell! We will keep it as part of the case file for our reference as we consider and vote on this item.

I appreciate your time and opinion. Have a great day!

Best,

Skip

From: John Powel [redacted]>
Sent: Tuesday, August 10, 2021 6:32 PM
To: [redacted] Ken.Remley@surpriseaz.gov>;
Subject: Oppose All Billboards

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Dear Mayor Hall & city Council Members,

I am writing to express my opposition to electronic billboards being considered on the northerly end of the 303.

Many of the surrounding Surprise residents, myself included, do not want our desert community to be disrupted by large and bright electronic billboards.

I would urge you to oppose these electronic billboards

Sincerely,

John Powell
[redacted]
Surprise, AZ 85379
[redacted]

Robert Kuhfuss

From: Phillips, Amy <[redacted]
Sent: Monday, August 16, 2021 5:16 PM
To: Robert Kuhfuss
Subject: Billboard Sign Ordinance - Text Amendment - Item # 28
Attachments: Report.html

******The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.******

Hello Mr. Kuhfuss,

Are you able to provide the proposed changes being discussed at tomorrow's meeting? From my records the last discussions were tossed around in March 2018 so curious what the latest rendition entails.

Also is there an option to watch live or at the very least call-in to listen? I see the City is back to full in person meetings in council chambers but was curious if they are other options for those that don't wish to attend in person.

Thank you,

AMY PHILLIPS
Real Estate Manager

[redacted], Phoenix, AZ, 85016

OUTFRONT

Please note: All Lease proposals are subject to final Approval by an authorized signatory of Outfront Media LLC.

From: [redacted]
Sent: Monday, August 16, 2021 8:47 AM
To: Phillips, Amy [redacted]>
Subject: StateScape Alerts - Daily for 08/16/2021 11:30 am amy.phillips

EXTERNAL EMAIL

Robert Kuhfuss

From: Lloyd Abrams
Sent: Monday, August 16, 2021 9:26 AM
To: Robert Kuhfuss
Subject: Billoards
Attachments: FW: Billboards; FW: Billboards; FW: Vote No/Deny on Billboards in Surprise!

Robert Kuhfuss

From: Lloyd Abrams
Sent: Monday, August 16, 2021 9:06 AM
To: Robert Kuhfuss
Subject: FW: 303 Billboard

One more

Lloyd Abrams
Assistant Director
Community Development
City of Surprise
[redacted]

From: Jodi Tas [redacted]
Sent: Monday, August 16, 2021 8:59 AM
To: Ashley Labhart [redacted]
Cc: Lloyd Abrams [redacted]
Subject: FW: 303 Billboard

FYI

From: Mary Aigner [redacted]>
Sent: Friday, August 13, 2021 3:54 PM
To: Sherry Aguilar [redacted]>
Subject: 303 Billboard

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Please pass my 'no' vote to install billboards on 303. We don't need further distractions on a road where cars are traveling 65+ miles per hour.

I live at [redacted] Surprise 85388

Thanks for your help in keeping things simple.

Mary Aigner

Sent from Mail for Windows

Robert Kuhfuss

From: Lloyd Abrams
Sent: Monday, August 16, 2021 10:11 AM
To: Robert Kuhfuss
Subject: FW: Agenda # 28

Here another

Lloyd Abrams
Assistant Director
Community Development
City of Surprise
[redacted]

From: Jodi Tas [redacted]>
Sent: Monday, August 16, 2021 9:28 AM
To: Ashley Labhart [redacted]>
Cc: Skip Hall [redacted]>; Lloyd Abrams [redacted]
Subject: FW: Agenda # 28

From: Alexandra Goedert [redacted]
Sent: Friday, August 13, 2021 8:23 PM
To: Mayor [redacted]
Subject: Agenda # 28

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

No billboards in our city!

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

Robert Kuhfuss

From: Chris Boyd
Sent: Monday, August 16, 2021 9:48 AM
To: Robert Kuhfuss
Cc: Lloyd Abrams
Subject: FW: Billboard Item!

Rob,

FYI

Thank You,

Chris Boyd
Community Development Director
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374
[redacted]

From: Sherry Aguilar [redacted]
Sent: Monday, August 16, 2021 9:36 AM
To: Michael Frazier [redacted]; Chris Boyd [redacted]>; Mike Gent [redacted]; Robert Wingo <[redacted]>
Subject: Billboard Item!

Hello, just a heads up, we have a few public comment forms submitted for the Billboard item for tomorrow night. I have already advised the Mayor.

Thank you,

Sherry Ann Aguilar, City Clerk, MMC
16000 N. Civic Center Plaza
Surprise, AZ. 85374
[redacted]

Robert Kuhfuss

From: Lloyd Abrams
Sent: Monday, August 16, 2021 2:43 PM
To: Robert Kuhfuss
Subject: FW: billboards on the 303

Lloyd Abrams
Assistant Director
Community Development
City of Surprise
[redacted]

From: Mayor [redacted]
Sent: Monday, August 16, 2021 2:17 PM
To: Ashley Labhart [redacted]
Cc: Lloyd Abrams [redacted]; Skip Hall <[redacted]
Subject: FW: billboards on the 303

Another one!

From: Brad. Finkbeiner [redacted]
Sent: Monday, August 16, 2021 1:15 PM
To: Sherry Aguilar [redacted]>; Patrick Duffy [redacted]; Mayor [redacted]>
Subject: billboards on the 303

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

My name is Brad Finkbeiner. I live at [redacted], here In Surprise. Please vote NO to billboards on the 303. The 303 is a scenic, beautiful route.

--
All that we are is the result of what we have thought. The mind is everything. What we think we become

Robert Kuhfuss

From: Lloyd Abrams
Sent: Monday, August 16, 2021 9:24 AM
To: Robert Kuhfuss
Subject: FW: No billboards!

Lloyd Abrams
Assistant Director
Community Development
City of Surprise
[redacted]

-----Original Message-----
From: Jodi Tas [redacted]
Sent: Monday, August 16, 2021 9:23 AM
To: Ashley Labhart [redacted]
Cc: Skip Hall [redacted] v>; Lloyd Abrams [redacted]
Subject: FW: No billboards!

Good morning, Ashley! Just an fyi - I will be forwarding you a few of these messages this morning.

Have a great day!

Best,

Jodi

-----Original Message-----
From: Joanne Miner [redacted]
Sent: Saturday, August 14, 2021 6:58 PM
To: Mayor [redacted] >
Subject: No billboards!

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

I understand a vote is scheduled regarding billboards.

I am a Surprise resident in Sun City Grand

Billboards are totally tacky and a blight on the environment.

Vote NO on billboards!

Joanne Miner

Sent from Joanne's iPad.

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 6:17 PM
To: Ashley Labhart; Lloyd Abrams
Cc: Skip Hall
Subject: FW: Billboards

And another.

From: Paula Phillips [redacted]
Sent: Friday, August 13, 2021 6:10 PM
To: Mayor [redacted]
Subject: Billboards

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

I need to express my opinion on the billboards & the proposal of placing them along 303. I think the billboards are a tremendous distraction while you are driving. Trying to read what it says, while you should have your complete attention on your driving.
It is also my opinion that the billboards cheapen the look of the area...takes away from the beauty of our West Valley.
Please don't go forward with the billboards plan.
Thank you for reading my email & considering my objection.

Paula Phillips
Sara Ann Ranch
Surprise AZ

Sent from my T-Mobile 5G Device
Get Outlook for Android

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 4:36 PM
To: Ashley Labhart
Cc: Skip Hall; Lloyd Abrams; Robert Wingo
Subject: FW: Billboards in Surprise on the 303

And another one.

-----Original Message-----
From: Jennifer LeFevre [redacted]
Sent: Friday, August 13, 2021 1:08 PM
To: Mayor [redacted]
Subject: Billboards in Surprise on the 303

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

I am sincerely upset with the fact Surprise is considering Billboards in Surprise. Surprise isn't some large Metropolis like Phoenix. We neither want or need Billboards in our city, especially on a brand new Freeway system like the 303. We have a beautiful clean highway in the 303, and we have enough distractions like wrong way drivers to contend with here. We especially don't need an electronic Billboard, which in itself is a distraction to motorists, just like the one on Bell Road for the Motorhome dealership.

I can think of no redeeming quality of having a blight of Billboards in our FAIR City. The operative word being FAIR. I have lived in California where they are a definite eyesore to local cities. I do NOT wish that for the City of Surprise.

Jennifer M. LeFevre

Sent from my iPad

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 6:15 PM
To: Ashley Labhart; Lloyd Abrams
Cc: Skip Hall
Subject: FW: Billboards on the 303

Good evening! Another one for the record.

Thank you!

Jodi

From: [redacted]
Sent: Friday, August 13, 2021 6:03 PM
To: Mayor [redacted]
Subject: Billboards on the 303

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

We are strongly opposed to billboards of any kind, moreover electronic in nature that are potentially a distraction to drivers on the 303. With the growing number of vehicles on the 303 today, it is impairative that concentration and safety are the key factors. Also, large billboards of any type diminish and take away from the natural beauty of our landscape. We, Surprise citizens and taxpayers, Andrew & Tracy Burch would appreciate your support in this matter, not only for today, but for the betterment of our future. Thank you for your concern.

Sent via the Samsung Galaxy S10+, an AT&T 5G Evolution capable smartphone

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 6:14 PM
To: Ashley Labhart; Lloyd Abrams
Cc: Skip Hall
Subject: FW: Billboards

Good evening! Another one for the record.

Thank you!

Best,

Jodi

From: CASEY LU RAYMER <[redacted]
Sent: Friday, August 13, 2021 5:40 PM
To: Mayor [redacted]
Subject: Billboards

******The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.******

We do not want billboards along the 303. We do not need distractions along the 303. That is one area we need to keep different from other cities like Phoenix. We don't need billboards along the 303 to take away from our beautiful drive of desert landscaping, rose fields. Keep things simple here. No digital billboards or any billboards for that matter.

Best Regards,

Casey Lu Raymer

Leslie Paige Interiors LLC

[redacted]

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 4:35 PM
To: Ashley Labhart
Cc: Lloyd Abrams; Robert Wingo
Subject: FW: No New Billboards, Please!

And another!

From: Philis D [redacted]
Sent: Friday, August 13, 2021 4:04 PM
To: Mayor [redacted]
Subject: No New Billboards, Please!

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Thank you for making the right choice regarding billboards on the 303. Vote no!

Philis Davis
Resident of Surprise since February 1998

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 4:32 PM
To: Ashley Labhart
Cc: Skip Hall; Lloyd Abrams; Robert Wingo
Subject: FW: Proposed electronic billboards / City Council meeting August 17, 2021
Attachments: 8-12-21Billboardletter.pdf

Hi, Ashley! Please place the attached letter in the respective case file.

Thank you!

Best,

Jodi

From: Susan & Winston Duxbury [redacted]
Sent: Thursday, August 12, 2021 7:39 PM
To: [redacted]
Subject: Proposed electronic billboards / City Council meeting August 17, 2021

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Please read the attached letter
Thank You

Susan Duxbury

Sent from Mail for Windows

Robert Kuhfuss

From: Ashley Labhart
Sent: Tuesday, August 17, 2021 11:07 AM
To: Robert Kuhfuss
Subject: FW: Please say no to billboards in Surprise! We still have a somewhat rural city and no one wants this! Vote no!

-----Original Message-----
From: Jodi Tas [redacted]
Sent: Tuesday, August 17, 2021 9:53 AM
To: Ashley Labhart [redacted]
Cc: Lloyd Abrams [redacted]; Skip Hal [redacted]
Subject: FW: Please say no to billboards in Surprise! We still have a somewhat rural city and no one wants this! Vote no!

Good morning! Please add to billboard file.

Thank you!

Best,

Jodi

-----Original Message-----
From: Denise Westphal [redacted]
Sent: Monday, August 16, 2021 5:22 PM
To: Mayor [redacted]
Subject: Please say no to billboards in Surprise! We still have a somewhat rural city and no one wants this! Vote no!

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Sent from my iPhone

Robert Kuhfuss

From: Ashley Labhart
Sent: Tuesday, August 17, 2021 11:06 AM
To: Robert Kuhfuss
Subject: FW: Vote No to Billboards—do not approve Billboards

From: Jodi Tas [redacted]>
Sent: Tuesday, August 17, 2021 9:54 AM
To: Ashley Labhart [redacted]
Subject: FW: Vote No to Billboards—do not approve Billboards

Another email for the file.

Thank you!

Best,

Jodi

From: Donna LaPorte [redacted]
Sent: Monday, August 16, 2021 4:42 PM
To: Mayor [redacted]
Subject: Vote No to Billboards—do not approve Billboards

******The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.******

Mayor Hall,
I am a registered voter in Surprise. Please vote No to Billboards in Surprise.
Let us maintain our dark skies and scenic route without the clutter and **distraction** of advertising & lights. Billboards are of no financial gain to the City. We do not need a 20 second free advertising mentioned by the representative. The BEST advertising for our great City is a scenic route without billboards. Let us continue on the path that has been paved by previous City Council members: NO BILLBOARDS!
Donna LaPorte
[redacted]
Surprise, AZ 85379

Robert Kuhfuss

From: Jodi Tas
Sent: Monday, August 2, 2021 11:33 AM
To: Ashley Labhart
Cc: Lloyd Abrams; Skip Hall
Subject: FW: Against the proposed electronic billboard on Loop 303

Hi, Ashley! I am not sure if you already received this email but if not, please add to the list.

Thank you!

Jodi

From: [redacted]
Sent: Monday, August 2, 2021 10:16 AM
To: [redacted]
Subject: Against the proposed electronic billboard on Loop 303

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

I am vehemently against any type of billboard on the Loop 303. Arizona is known for its beautiful desertscapes and natural surroundings. It's bad enough that development of land around the 303 is being developed, leading to views of look-alike homes and warehouses. We're constantly bombarded with ads and commercials in our daily lives – on the television, radio our phones, on the Internet, in print, etc. Please do not add to the cacophony and intrusion of our daily lives.

If Surprise moves forward with the proposed billboard on the Loop 303, I pledge now not to engage with any company, organization, or individual who may advertise on any signs, of any type.

Jack Leary
[redacted]

Robert Kuhfuss

From: Jodi Tas
Sent: Tuesday, August 10, 2021 2:15 PM
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: Billboards . . .

Another one for the record.

Thank you!

Jodi

From: Walter Sic [redacted]>
Sent: Tuesday, August 10, 2021 11:32 AM
To: [redacted]
Subject: Billboards . . .

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Good Morning,

My name is Don "Walter" Sic, and I am a registered voter, as well as a 12 year citizen of Surprise.
My wife and I also operate our real estate business in Surprise, and conduct most of our business here in Surprise.

My address is: [redacted] Surprise AZ 85387.

I want to make it know, that I oppose Billboards in Surprise. They are trashy, and take away from the dark skies. They will cost our beautiful city much more than any "Profits" the city could gain.
I fully 100% detest allowing these terrible, gross things in our city.

Thank you for hearing the voices of the citizens of this community, and keeping it family friendly and presentable vs destroying it with unfriendly and corporate grossness.

--
Walter Sic, Lead Agent
DCS Realty Group
[redacted]
www.DCSRealty.com

Robert Kuhfuss

From: Robert Kuhfuss
Sent: Thursday, August 5, 2021 2:17 PM
To: [redacted]
Subject: FW: Contact Information Request for Planning and Zoning Commission

Ms. Renz,

Thank for your email and sorry for the delay in getting back to you. I am the planner on this case and would be happy to answer any questions.

I will be here the remainder of the day, but will be taking a long weekend. In any event, feel free to respond via email or by phone.

Robert H. Kuhfuss, AICP, MPA
City of Surprise Community Development Department
16000 North Civic Center Plaza
Surprise, AZ 85374-7470
[redacted]

From: Ashley Labhart [redacted]
Sent: Monday, August 2, 2021 11:51 AM
To: Robert Kuhfuss [redacted]
Subject: FW: Contact Information Request for Planning and Zoning Commission

Rob,

Will you be able to reach out to Ms. Renz regarding this?

Thank you,

Ashley Labhart
Senior Administrative Specialist

City of Surprise | Community Development
16000 N. Civic Center Plaza | Surprise, AZ 85374
[redacted]

From: Melanie Renz [redacted]
Sent: Sunday, August 1, 2021 7:56 AM
To: Ashley Labhart [redacted]>
Subject: Contact Information Request for Planning and Zoning Commission

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Hello,

I read in the Surprise Independent that our city is considering electric billboards and would like to share some concerns about this. Can you please advise of the email/contact information of who I would contact to share these concerns?

Regards,
Melanie Renz
[redacted]
Surprise, AZ 85388

Robert Kuhfuss

From: Jodi Tas
Sent: Monday, August 2, 2021 11:35 AM
To: Ashley Labhart
Cc: Skip Hall; Lloyd Abrams
Subject: FW: OPPOSING BILLBOARDS IN SURPRISE

And another…

Thank you!

Best,

Jodi

From: Gina Johns [redacted]
Sent: Sunday, August 1, 2021 7:12 PM
To: [redacted]
Subject: OPPOSING BILLBOARDS IN SURPRISE

******The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.******

[redacted]

We are requesting our voice to be heard that we are OPPOSING ANY BILLBOARDS in SURPRISE, SUN CITY, SUN CITY WEST AND PEORIA!!! We moved here for the specific reason of the Scenic Routes and the Dark Skies.
OUR VOTES ARE NO BILLBOARDS!!!!!!
Thank you!
Peace,
Gina Johns (registered voter)

Dakota Johns (registered voter)

[redacted], Surprise, AZ 85387

Robert Kuhfuss

From: Jodi Tas
Sent: Tuesday, August 10, 2021 2:18 PM
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: Opposition to all billboards

From: Dennis Vanderplow <ddv81570@gmail.com>
Sent: Friday, August 6, 2021 10:42 AM
To: [redacted]
Subject: Opposition to all billboards

******The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.******

I am writing to all City Council members to **vote no and oppose all billboards** on any and all public roadways in Surprise especially along Loop 303.

Tenant gateway signs at local shopping centers are appropriate, but not electronic or lighted billboards that are currently being proposed.

The scenic route of Loop 303 must not not be destroyed by commercial signs. Please keep our desertscape as beautiful as can be and maintain the "dark skies" movement.

Respectfully

Dennis Vanderplow
[redacted]

Robert Kuhfuss

From: Jodi Tas
Sent: Tuesday, August 10, 2021 2:18 PM
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: Opposition to all billboards

And another…

From: Dennis Vanderplow [redacted]
Sent: Friday, August 6, 2021 10:42 AM
To: [redacted]
Subject: Opposition to all billboards

******The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.******

I am writing to all City Council members to **vote no and oppose all billboards** on any and all public roadways in Surprise especially along Loop 303.

Tenant gateway signs at local shopping centers are appropriate, but not electronic or lighted billboards that are currently being proposed.

The scenic route of Loop 303 must not not be destroyed by commercial signs. Please keep our desertscape as beautiful as can be and maintain the "dark skies" movement.

Respectfully

Dennis Vanderplow
[redacted]

Robert Kuhfuss

From: Jodi Tas
Sent: Tuesday, August 10, 2021 2:15 PM
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: Billboards . . .

Another one for the record.

Thank you!

Jodi

From: Walter Sic [redacted]>
Sent: Tuesday, August 10, 2021 11:32 AM
To: [redacted]
Subject: Billboards . . .

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Good Morning,

My name is Don "Walter" Sic, and I am a registered voter, as well as a 12 year citizen of Surprise.
My wife and I also operate our real estate business in Surprise, and conduct most of our business here in Surprise.

My address is: [redacted] Surprise AZ 85387.

I want to make it know, that I oppose Billboards in Surprise. They are trashy, and take away from the dark skies. They will cost our beautiful city much more than any "Profits" the city could gain.
I fully 100% detest allowing these terrible, gross things in our city.

Thank you for hearing the voices of the citizens of this community, and keeping it family friendly and presentable vs destroying it with unfriendly and corporate grossness.

--
Walter Sic, Lead Agent
DCS Realty Group
[redacted]
www.DCSRealty.com

Robert Kuhfuss

From: Jodi Tas
Sent: Monday, August 9, 2021 3:58 PM
To: Ashley Labhart
Cc: Chris Judd; Lloyd Abrams; Skip Hall
Subject: FW: Follow-up to my earlier email re: the proposed billboard on the 303

Hi, Ashley! Please retain email with the case file.

Thank you!

Best,

Jodi

From: [redacted]
Sent: Sunday, August 8, 2021 1:50 PM
To: [redacted]
Subject: RE: Follow-up to my earlier email re: the proposed billboard on the 303

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

I must apologize for a math error regarding the number of times that a 'flip' will be displayed in my previous email. I miscalculated the number of times that a 'flip' will be seen per day.

As the article in the Sun City West Independent says, each 'flip' will be shown approximately once per minute. Using the premise in my previous email, there are 1,020 minutes between 6:00 AM and 11:00 PM each day. That means that a "Welcome to the City of Surprise" ad would be seen over a thousand times per day. While this number is less than the incorrect number of showings I previously calculated, it is still a significant number. My comments regarding keeping the City's ad fresh and relevant are still valid, despite my error.

I apologize for my error and hope that this update helps.

Jack

From [redacted]
Sent: Friday, August 6, 2021 9:36 PM
To: [redacted]
Subject: Follow-up to my earlier email re: the proposed billboard on the 303

After reading the article about the proposed electronic billboard on the Loop 303 in the Sun City West Independent (Wednesday, 4 August 2021), I hope the Surprise City Council is taking the following items into consideration:

1. The value of a 'flip' to the City of Surprise. The article said that the City would receive one of eight 'flips' that would recycle on the billboard every day. I hope the Council has asked the media company's representative, Kurt Jones, to assign a monetary number of that 'flip' to better help the Council understand the value of what the City will receive. For ease of comparison, assuming dawn is 6:00 AM and the sign turns off at 11:00 PM, and each 'flip' is eight seconds long (per the article), each flip would be shown 7,650 times (17 hours times 60 minutes times 60 seconds divided by 8 seconds per flip) per day. What type of revenue will the other seven 'flips' generate for the sign owner? Is that comparable to the value of (or revenue from) the 'flips' that the City will get?
2. Mr. Jones suggested that the City have a "Welcome to Surprise" message on the electronic billboard. That message will get tiresome and old after a relatively short period of time. Is the City of Surprise prepared to create new content for its 'flip' for the life of the billboard, or worse, perpetuity? Will content creation be performed by current City staff, or will new headcount be required? Perhaps content creation could be outsourced to a creative company at a cost to the City. Is the City prepared to spend money on such things? What about the extra workload and new responsibilities assigned to City staff to view, comment on, and eventually approve the new content?
3. What is the City's recourse when the electronic billboard eventually breaks (as it inevitably will, especially in Arizona's extreme heat)? Will the City be compensated for 'flips' not shown?
4. How will the City audit the effectiveness of Mr. Jones' proposed "Welcome to Surprise" billboard ads? Is his proposal to give the City one of eight 'flips' merely a handwave to make the Council believe it's getting something of value?

Finally, I feel compelled to comment on Mr. Jones' quote from the article: "It's not a pretty area. You've got the [sound] wall on one side of the freeway and you've got the humongous power line corridor on the other side of the highway." I would expect Mr. Jones to say something as insulting and inane as that. He misses the fact that there is still beauty to be found in the desert, despite the presence of power lines and walls. The beautiful Arizona sky that is part of our gorgeous state would be blocked by his ugly billboard monstrosity.

Don't allow him to deflect your attention from the ugliness and foulness that his device will bring to our area. His proposal is a smoke screen to make you forget that the Loop 303 exists for the sole purpose for people to circumvent cities and towns as people rush from one destination to another. This initial billboard would be just the first to make the West Valley look like a city overwhelmed by advertising in a city from a dystopian movie future.

Jack Leary
[redacted]

Robert Kuhfuss

From: Ashley Labhart
Sent: Monday, August 2, 2021 9:49 AM
To: Jodi Tas
Cc: Lloyd Abrams; Robert Kuhfuss
Subject: RE: Billboards

Good morning Jodi, Happy Monday to you as well!

We will ensure this comment is added to the case file, thank you for sending our way.

Best,

Ashley Labhart
Senior Administrative Specialist

City of Surprise | Community Development
16000 N. Civic Center Plaza | Surprise, AZ 85374
[redacted]

From: Jodi Tas [redacted]>
Sent: Monday, August 2, 2021 8:15 AM
To: Ashley Labhart [redacted]>
Subject: FW: Billboards

Good morning, Ashley! Happy Monday! I hope this message finds you well. Do you happen to know if anyone is keeping track of this item?

Thanks!

Jodi

From: Skip Hall [redacted]>
Sent: Sunday, August 1, 2021 5:01 PM
To: Josephine Karacsony [redacted]>
Cc: Jodi Tas [redacted]
Subject: Re: Billboards

Dear Josephine,
Thank you for taking the time to let us know your view on billboards. We will take your concern into consideration.
Skip

On: 01 August 2021 12:21,
"Josephine Karacsony" [redacted]> wrote:

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Please. Please don’t consider putting electronic billboards on our highways here in Surprise…you muck up the scenery. This is rate 17. Something that we SERIOUSLY don’t need..

NO

Jo Karacsony

Sent from my iPad

Robert Kuhfuss

From: Mayor
Sent: Wednesday, August 11, 2021 8:44 AM
To: John Powell
Cc: Ashley Labhart
Subject: RE: Oppose All Billboards

Good morning! Thank you for your email, Mr. Powell! We will keep it as part of the case file for our reference as we consider and vote on this item.

I appreciate your time and opinion. Have a great day!

Best,

Skip

From: John Powell [redacted]>
Sent: Tuesday, August 10, 2021 6:32 PM
To: [redacted]
Subject: Oppose All Billboards

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Dear Mayor Hall & city Council Members,

I am writing to express my opposition to electronic billboards being considered on the northerly end of the 303.

Many of the surrounding Surprise residents, myself included, do not want our desert community to be disrupted by large and bright electronic billboards.

I would urge you to oppose these electronic billboards

Sincerely,

John Powell
[redacted]
Surprise, AZ 85379
[redacted]

Robert Kuhfuss

From: Phillips, Amy [redacted]
Sent: Monday, August 16, 2021 5:16 PM
To: Robert Kuhfuss
Subject: Billboard Sign Ordinance - Text Amendment - Item # 28
Attachments: Report.html

******The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.******

Hello Mr. Kuhfuss,

Are you able to provide the proposed changes being discussed at tomorrow's meeting? From my records the last discussions were tossed around in March 2018 so curious what the latest rendition entails.

Also is there an option to watch live or at the very least call-in to listen? I see the City is back to full in person meetings in council chambers but was curious if they are other options for those that don't wish to attend in person.

Thank you,

AMY PHILLIPS
Real Estate Manager

[redacted] Phoenix, AZ, 85016

OUTFRONT

Please note: All Lease proposals are subject to final Approval by an authorized signatory of Outfront Media LLC.

From: [redacted]
Sent: Monday, August 16, 2021 8:47 AM
To: [redacted]
Subject: StateScape Alerts - Daily for 08/16/2021 11:30 am amy.phillips

EXTERNAL EMAIL

Robert Kuhfuss

From: Lloyd Abrams
Sent: Monday, August 16, 2021 9:26 AM
To: Robert Kuhfuss
Subject: Billoards
Attachments: FW: Billboards; FW: Billboards; FW: Vote No/Deny on Billboards in Surprise!

Robert Kuhfuss

From: Lloyd Abrams
Sent: Monday, August 16, 2021 9:06 AM
To: Robert Kuhfuss
Subject: FW: 303 Billboard

One more

Lloyd Abrams
Assistant Director
Community Development
City of Surprise
[redacted]

From: Jodi Tas [redacted]
Sent: Monday, August 16, 2021 8:59 AM
To: Ashley Labhart [redacted]
Cc: Lloyd Abrams [redacted] >
Subject: FW: 303 Billboard

FYI

From: Mary Aigner [redacted]
Sent: Friday, August 13, 2021 3:54 PM
To: Sherry Aguilar [redacted]
Subject: 303 Billboard

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Please pass my 'no' vote to install billboards on 303. We don't need further distractions on a road where cars are traveling 65+ miles per hour.

I live at [redacted] Surprise 85388

Thanks for your help in keeping things simple.

Mary Aigner

Sent from Mail for Windows

Robert Kuhfuss

From: Lloyd Abrams
Sent: Monday, August 16, 2021 10:11 AM
To: Robert Kuhfuss
Subject: FW: Agenda # 28

Here another

Lloyd Abrams
Assistant Director
Community Development
City of Surprise
[redacted]

From: Jodi Tas [redacted]>
Sent: Monday, August 16, 2021 9:28 AM
To: Ashley Labhart [redacted]>
Cc: Skip Hall [redacted]>; Lloyd Abrams [redacted]
Subject: FW: Agenda # 28

From: Alexandra Goedert [redacted]
Sent: Friday, August 13, 2021 8:23 PM
[redacted]<Mayor@surpriseaz.gov>
Subject: Agenda # 28

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

No billboards in our city!

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

Robert Kuhfuss

From: Chris Boyd
Sent: Monday, August 16, 2021 9:48 AM
To: Robert Kuhfuss
Cc: Lloyd Abrams
Subject: FW: Billboard Item!

Rob,

FYI

Thank You,

Chris Boyd
Community Development Director
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374
[redacted]

From: Sherry Aguilar [redacted]
Sent: Monday, August 16, 2021 9:36 AM
To: [redacted]
Subject: Billboard Item!

Hello, just a heads up, we have a few public comment forms submitted for the Billboard item for tomorrow night. I have already advised the Mayor.

Thank you,

Sherry Ann Aguilar, City Clerk, MMC
16000 N. Civic Center Plaza
Surprise, AZ. 85374
[redacted]

Robert Kuhfuss

From: Lloyd Abrams
Sent: Monday, August 16, 2021 2:43 PM
To: Robert Kuhfuss
Subject: FW: billboards on the 303

Lloyd Abrams
Assistant Director
Community Development
City of Surprise
[redacted]

From: Mayor [redacted]>
Sent: Monday, August 16, 2021 2:17 PM
To: Ashley Labhart [redacted]>
Cc: Lloyd Abrams [redacted]>; Skip Hall [redacted]
Subject: FW: billboards on the 303

Another one!

From: Brad. Finkbeiner [redacted]
Sent: Monday, August 16, 2021 1:15 PM
To: Sherry Aguilar [redacted]; Patrick Duffy [redacted]; Mayor [redacted]
Subject: billboards on the 303

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

My name is Brad Finkbeiner. I live at [redacted] here In Surprise. Please vote NO to billboards on the 303. The 303 is a scenic, beautiful route.

--
All that we are is the result of what we have thought. The mind is everything. What we think we become

Robert Kuhfuss

From: Lloyd Abrams
Sent: Monday, August 16, 2021 9:24 AM
To: Robert Kuhfuss
Subject: FW: No billboards!

Lloyd Abrams
Assistant Director
Community Development
City of Surprise
[redacted]

-----Original Message-----
From: Jodi Tas [redacted]
Sent: Monday, August 16, 2021 9:23 AM
To: Ashley Labhart [redacted]
Subject: FW: No billboards!

Good morning, Ashley! Just an fyi - I will be forwarding you a few of these messages this morning.

Have a great day!

Best,

Jodi

-----Original Message-----
From: Joanne Miner [redacted]
Sent: Saturday, August 14, 2021 6:58 PM
To: Mayor [redacted]
Subject: No billboards!

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

I understand a vote is scheduled regarding billboards.

I am a Surprise resident in Sun City Grand

Billboards are totally tacky and a blight on the environment.

Vote NO on billboards!

Joanne Miner

Sent from Joanne's iPad.

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 6:17 PM
To: Ashley Labhart; Lloyd Abrams
Cc: Skip Hall
Subject: FW: Billboards

And another.

From: Paula Phillips [redacted]>
Sent: Friday, August 13, 2021 6:10 PM
To: Mayor [redacted]
Subject: Billboards

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

I need to express my opinion on the billboards & the proposal of placing them along 303. I think the billboards are a tremendous distraction while you are driving. Trying to read what it says, while you should have your complete attention on your driving.
It is also my opinion that the billboards cheapen the look of the area...takes away from the beauty of our West Valley.
Please don't go forward with the billboards plan.
Thank you for reading my email & considering my objection.

Paula Phillips
Sara Ann Ranch
Surprise AZ

Sent from my T-Mobile 5G Device
Get Outlook for Android

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 4:36 PM
To: Ashley Labhart
Cc: Skip Hall; Lloyd Abrams; Robert Wingo
Subject: FW: Billboards in Surprise on the 303

And another one.

-----Original Message-----
From: Jennifer LeFevre [redacted]
Sent: Friday, August 13, 2021 1:08 PM
To: Mayor [redacted]
Subject: Billboards in Surprise on the 303

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

I am sincerely upset with the fact Surprise is considering Billboards in Surprise. Surprise isn't some large Metropolis like Phoenix. We neither want or need Billboards in our city, especially on a brand new Freeway system like the 303. We have a beautiful clean highway in the 303, and we have enough distractions like wrong way drivers to contend with here. We especially don't need an electronic Billboard, which in itself is a distraction to motorists, just like the one on Bell Road for the Motorhome dealership.

I can think of no redeeming quality of having a blight of Billboards in our FAIR City. The operative word being FAIR. I have lived in California where they are a definite eyesore to local cities. I do NOT wish that for the City of Surprise.

Jennifer M. LeFevre

Sent from my iPad

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 6:15 PM
To: Ashley Labhart; Lloyd Abrams
Cc: Skip Hall
Subject: FW: Billboards on the 303

Good evening! Another one for the record.

Thank you!

Jodi

From: andyburch57 [redacted]
Sent: Friday, August 13, 2021 6:03 PM
To: Mayor [redacted] >
Subject: Billboards on the 303

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

We are strongly opposed to billboards of any kind, moreover electronic in nature that are potentially a distraction to drivers on the 303. With the growing number of vehicles on the 303 today, it is impairative that concentration and safety are the key factors. Also, large billboards of any type diminish and take away from the natural beauty of our landscape. We, Surprise citizens and taxpayers, Andrew & Tracy Burch would appreciate your support in this matter, not only for today, but for the betterment of our future. Thank you for your concern.

Sent via the Samsung Galaxy S10+, an AT&T 5G Evolution capable smartphone

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 6:14 PM
To: Ashley Labhart; Lloyd Abrams
Cc: Skip Hall
Subject: FW: Billboards

Good evening! Another one for the record.

Thank you!

Best,

Jodi

From: CASEY LU RAYMER [redacted]
Sent: Friday, August 13, 2021 5:40 PM
To: Mayor [redacted]
Subject: Billboards

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

We do not want billboards along the 303. We do not need distractions along the 303. That is one area we need to keep different from other cities like Phoenix. We don't need billboards along the 303 to take away from our beautiful drive of desert landscaping, rose fields. Keep things simple here. No digital billboards or any billboards for that matter.

Best Regards,

Casey Lu Raymer

Leslie Paige Interiors LLC

[redacted]

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 4:35 PM
To: Ashley Labhart
Cc: Lloyd Abrams; Robert Wingo
Subject: FW: No New Billboards, Please!

And another!

From: Philis D [redacted]
Sent: Friday, August 13, 2021 4:04 PM
To: Mayor [redacted]
Subject: No New Billboards, Please!

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Thank you for making the right choice regarding billboards on the 303. Vote no!

Philis Davis
Resident of Surprise since February 1998

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 4:32 PM
To: Ashley Labhart
Cc: Skip Hall; Lloyd Abrams; Robert Wingo
Subject: FW: Proposed electronic billboards / City Council meeting August 17, 2021
Attachments: 8-12-21Billboardletter.pdf

Hi, Ashley! Please place the attached letter in the respective case file.

Thank you!

Best,

Jodi

From: Susan & Winston Duxbury [redacted]
Sent: Thursday, August 12, 2021 7:39 PM
To: [redacted]
Subject: Proposed electronic billboards / City Council meeting August 17, 2021

******The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.******

Please read the attached letter
Thank You

Susan Duxbury

Sent from Mail for Windows

Robert Kuhfuss

From: Ashley Labhart
Sent: Tuesday, August 17, 2021 11:07 AM
To: Robert Kuhfuss
Subject: FW: Please say no to billboards in Surprise! We still have a somewhat rural city and no one wants this! Vote no!

-----Original Message-----
From: Jodi Tas [redacted]
Sent: Tuesday, August 17, 2021 9:53 AM
To: Ashley Labhart [redacted]v>
Cc: Lloyd Abrams [redacted]>; Skip Hall [redacted]>
Subject: FW: Please say no to billboards in Surprise! We still have a somewhat rural city and no one wants this! Vote no!

Good morning! Please add to billboard file.

Thank you!

Best,

Jodi

-----Original Message-----
From: Denise Westphal [redacted]
Sent: Monday, August 16, 2021 5:22 PM
To: Mayor [redacted]
Subject: Please say no to billboards in Surprise! We still have a somewhat rural city and no one wants this! Vote no!

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Sent from my iPhone

Robert Kuhfuss

From: Ashley Labhart
Sent: Tuesday, August 17, 2021 11:06 AM
To: Robert Kuhfuss
Subject: FW: Vote No to Billboards—do not approve Billboards

From: Jodi Tas [redacted]>
Sent: Tuesday, August 17, 2021 9:54 AM
To: Ashley Labhart [redacted]>
Cc: Lloyd Abrams [redacted]; Skip Hall [redacted]>
Subject: FW: Vote No to Billboards—do not approve Billboards

Another email for the file.

Thank you!

Best,

Jodi

From: Donna LaPorte [redacted]
Sent: Monday, August 16, 2021 4:42 PM
To: Mayor [redacted]
Subject: Vote No to Billboards—do not approve Billboards

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Mayor Hall,
I am a registered voter in Surprise. Please vote No to Billboards in Surprise.
Let us maintain our dark skies and scenic route without the clutter and **distraction** of advertising & lights.
Billboards are of no financial gain to the City. We do not need a 20 second free advertising mentioned by the representative. The BEST advertising for our great City is a scenic route without billboards. Let us continue on the path that has been paved by previous City Council members: NO BILLBOARDS!
Donna LaPorte
[redacted].
Surprise, AZ 85379

Robert Kuhfuss

From: Ashley Labhart
Sent: Tuesday, August 17, 2021 11:07 AM
To: Robert Kuhfuss
Subject: FW: 8/17 agenda item

From: Jodi Tas <[redacted]
Sent: Tuesday, August 17, 2021 9:53 AM
To: Ashley Labhart [redacted]>
Cc: Lloyd Abrams[redacted]>
Subject: FW: 8/17 agenda item

FYI

From: Tim Jarrell [redacted]>
Sent: Monday, August 16, 2021 5:47 PM
To: Mayor [redacted]v>
Subject: 8/17 agenda item

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Mayor Hall,

I just wanted to send you a quick message regarding tomorrow's vote on the proposed billboard ordinance. Please note, my wife, Jessica, and I stand firmly opposed to any new billboard in our city.

All the best,
Tim Jarrell

Robert Kuhfuss

From: Jodi Tas
Sent: Monday, August 2, 2021 11:33 AM
To: Ashley Labhart
Cc: Lloyd Abrams; Skip Hall
Subject: FW: Against the proposed electronic billboard on Loop 303

Hi, Ashley! I am not sure if you already received this email but if not, please add to the list.

Thank you!

Jodi

From: jack@learfam.com [redacted]>
Sent: Monday, August 2, 2021 10:16 AM
To: [redacted]
Subject: Against the proposed electronic billboard on Loop 303

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

I am vehemently against any type of billboard on the Loop 303. Arizona is known for its beautiful desertscapes and natural surroundings. It's bad enough that development of land around the 303 is being developed, leading to views of look-alike homes and warehouses. We're constantly bombarded with ads and commercials in our daily lives – on the television, radio our phones, on the Internet, in print, etc. Please do not add to the cacophony and intrusion of our daily lives.

If Surprise moves forward with the proposed billboard on the Loop 303, I pledge now not to engage with any company, organization, or individual who may advertise on any signs, of any type.

Jack Leary
[redacted]

Robert Kuhfuss

From: Jodi Tas
Sent: Tuesday, August 10, 2021 2:15 PM
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: Billboards . . .

Another one for the record.

Thank you!

Jodi

From: Walter Sic [redacted]
Sent: Tuesday, August 10, 2021 11:32 AM
To: [redacted]
Subject: Billboards . . .

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Good Morning,

My name is Don "Walter" Sic, and I am a registered voter, as well as a 12 year citizen of Surprise.
My wife and I also operate our real estate business in Surprise, and conduct most of our business here in Surprise.

My address is: [redacted] Surprise AZ 85387.

I want to make it know, that I oppose Billboards in Surprise. They are trashy, and take away from the dark skies. They will cost our beautiful city much more than any "Profits" the city could gain.
I fully 100% detest allowing these terrible, gross things in our city.

Thank you for hearing the voices of the citizens of this community, and keeping it family friendly and presentable vs destroying it with unfriendly and corporate grossness.

--
Walter Sic, Lead Agent
DCS Realty Group
[redacted]
www.DCSRealty.com

Robert Kuhfuss

From: Robert Kuhfuss
Sent: Thursday, August 5, 2021 2:17 PM
To: melhale@hotmail.com
Subject: FW: Contact Information Request for Planning and Zoning Commission

Ms. Renz,

Thank for your email and sorry for the delay in getting back to you. I am the planner on this case and would be happy to answer any questions.

I will be here the remainder of the day, but will be taking a long weekend. In any event, feel free to respond via email or by phone.

Robert H. Kuhfuss, AICP, MPA
City of Surprise Community Development Department
16000 North Civic Center Plaza
Surprise, AZ 85374-7470
[redacted]01
robert.kuhfuss@surpriseaz.gov

From: Ashley Labhart <[redacted]
Sent: Monday, August 2, 2021 11:51 AM
To: Robert Kuhfuss [redacted]
Subject: FW: Contact Information Request for Planning and Zoning Commission

Rob,

Will you be able to reach out to Ms. Renz regarding this?

Thank you,

Ashley Labhart
Senior Administrative Specialist

City of Surprise | Community Development
16000 N. Civic Center Plaza | Surprise, AZ 85374
[redacted]

From: Melanie Renz [redacted]>
Sent: Sunday, August 1, 2021 7:56 AM
To: Ashley Labhart [redacted]>
Subject: Contact Information Request for Planning and Zoning Commission

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Hello,

I read in the Surprise Independent that our city is considering electric billboards and would like to share some concerns about this. Can you please advise of the email/contact information of who I would contact to share these concerns?

Regards,
Melanie Renz
[redacted]
Surprise, AZ 85388

Robert Kuhfuss

From: Jodi Tas
Sent: Monday, August 2, 2021 11:35 AM
To: Ashley Labhart
Cc: Skip Hall; Lloyd Abrams
Subject: FW: OPPOSING BILLBOARDS IN SURPRISE

And another…

Thank you!

Best,

Jodi

From: Gina Johns [redacted]
Sent: Sunday, August 1, 2021 7:12 PM
To: [redacted]
Subject: OPPOSING BILLBOARDS IN SURPRISE

******The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.******

[redacted]

We are requesting our voice to be heard that we are OPPOSING ANY BILLBOARDS in SURPRISE, SUN CITY, SUN CITY WEST AND PEORIA!!! We moved here for the specific reason of the Scenic Routes and the Dark Skies.
OUR VOTES ARE NO BILLBOARDS!!!!!!
Thank you!
Peace,
Gina Johns (registered voter)

Dakota Johns (registered voter)

[redacted], Surprise, AZ 85387

Robert Kuhfuss

From: Jodi Tas
Sent: Tuesday, August 10, 2021 2:18 PM
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: Opposition to all billboards

From: Dennis Vanderplow [redacted]
Sent: Friday, August 6, 2021 10:42 AM
To: [redacted]
Subject: Opposition to all billboards

******The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.******

I am writing to all City Council members to **vote no and oppose all billboards** on any and all public roadways in Surprise especially along Loop 303.

Tenant gateway signs at local shopping centers are appropriate, but not electronic or lighted billboards that are currently being proposed.

The scenic route of Loop 303 must not not be destroyed by commercial signs. Please keep our desertscape as beautiful as can be and maintain the "dark skies" movement.

Respectfully

Dennis Vanderplow
[redacted]

Robert Kuhfuss

From: Jodi Tas
Sent: Tuesday, August 10, 2021 2:18 PM
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: Opposition to all billboards

And another…

From: Dennis Vanderplow [redacted]
Sent: Friday, August 6, 2021 10:42 AM
To: [redacted]
Subject: Opposition to all billboards

******The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.******

I am writing to all City Council members to **vote no and oppose all billboards** on any and all public roadways in Surprise especially along Loop 303.

Tenant gateway signs at local shopping centers are appropriate, but not electronic or lighted billboards that are currently being proposed.

The scenic route of Loop 303 must not not be destroyed by commercial signs. Please keep our desertscape as beautiful as can be and maintain the "dark skies" movement.

Respectfully

Dennis Vanderplow
[redacted]

Robert Kuhfuss

From: Jodi Tas
Sent: Tuesday, August 10, 2021 2:15 PM
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: Billboards . . .

Another one for the record.

Thank you!

Jodi

From: Walter Sic [redacted]
Sent: Tuesday, August 10, 2021 11:32 AM
To: [redacted]
Subject: Billboards . . .

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Good Morning,

My name is Don "Walter" Sic, and I am a registered voter, as well as a 12 year citizen of Surprise.
My wife and I also operate our real estate business in Surprise, and conduct most of our business here in Surprise.

My address is: [redacted] Surprise AZ 85387.

I want to make it know, that I oppose Billboards in Surprise. They are trashy, and take away from the dark skies. They will cost our beautiful city much more than any "Profits" the city could gain.
I fully 100% detest allowing these terrible, gross things in our city.

Thank you for hearing the voices of the citizens of this community, and keeping it family friendly and presentable vs destroying it with unfriendly and corporate grossness.

--
Walter Sic, Lead Agent
DCS Realty Group
[redacted]
www.DCSRealty.com

Robert Kuhfuss

From: Jodi Tas
Sent: Monday, August 9, 2021 3:58 PM
To: Ashley Labhart
Cc: Chris Judd; Lloyd Abrams; Skip Hall
Subject: FW: Follow-up to my earlier email re: the proposed billboard on the 303

Hi, Ashley! Please retain email with the case file.

Thank you!

Best,

Jodi

From: [redacted]
Sent: Sunday, August 8, 2021 1:50 PM
To: [redacted]
Subject: RE: Follow-up to my earlier email re: the proposed billboard on the 303

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

I must apologize for a math error regarding the number of times that a 'flip' will be displayed in my previous email. I miscalculated the number of times that a 'flip' will be seen per day.

As the article in the Sun City West Independent says, each 'flip' will be shown approximately once per minute. Using the premise in my previous email, there are 1,020 minutes between 6:00 AM and 11:00 PM each day. That means that a "Welcome to the City of Surprise" ad would be seen over a thousand times per day. While this number is less than the incorrect number of showings I previously calculated, it is still a significant number. My comments regarding keeping the City's ad fresh and relevant are still valid, despite my error.

I apologize for my error and hope that this update helps.

Jack

From [redacted]
Sent: Friday, August 6, 2021 9:36 PM
To: [redacted]
Subject: Follow-up to my earlier email re: the proposed billboard on the 303

After reading the article about the proposed electronic billboard on the Loop 303 in the Sun City West Independent (Wednesday, 4 August 2021), I hope the Surprise City Council is taking the following items into consideration:

1. The value of a 'flip' to the City of Surprise. The article said that the City would receive one of eight 'flips' that would recycle on the billboard every day. I hope the Council has asked the media company's representative, Kurt Jones, to assign a monetary number of that 'flip' to better help the Council understand the value of what the City will receive. For ease of comparison, assuming dawn is 6:00 AM and the sign turns off at 11:00 PM, and each 'flip' is eight seconds long (per the article), each flip would be shown 7,650 times (17 hours times 60 minutes times 60 seconds divided by 8 seconds per flip) per day. What type of revenue will the other seven 'flips' generate for the sign owner? Is that comparable to the value of (or revenue from) the 'flips' that the City will get?
2. Mr. Jones suggested that the City have a "Welcome to Surprise" message on the electronic billboard. That message will get tiresome and old after a relatively short period of time. Is the City of Surprise prepared to create new content for its 'flip' for the life of the billboard, or worse, perpetuity? Will content creation be performed by current City staff, or will new headcount be required? Perhaps content creation could be outsourced to a creative company at a cost to the City. Is the City prepared to spend money on such things? What about the extra workload and new responsibilities assigned to City staff to view, comment on, and eventually approve the new content?
3. What is the City's recourse when the electronic billboard eventually breaks (as it inevitably will, especially in Arizona's extreme heat)? Will the City be compensated for 'flips' not shown?
4. How will the City audit the effectiveness of Mr. Jones' proposed "Welcome to Surprise" billboard ads? Is his proposal to give the City one of eight 'flips' merely a handwave to make the Council believe it's getting something of value?

Finally, I feel compelled to comment on Mr. Jones' quote from the article: "It's not a pretty area. You've got the [sound] wall on one side of the freeway and you've got the humongous power line corridor on the other side of the highway." I would expect Mr. Jones to say something as insulting and inane as that. He misses the fact that there is still beauty to be found in the desert, despite the presence of power lines and walls. The beautiful Arizona sky that is part of our gorgeous state would be blocked by his ugly billboard monstrosity.

Don't allow him to deflect your attention from the ugliness and foulness that his device will bring to our area. His proposal is a smoke screen to make you forget that the Loop 303 exists for the sole purpose for people to circumvent cities and towns as people rush from one destination to another. This initial billboard would be just the first to make the West Valley look like a city overwhelmed by advertising in a city from a dystopian movie future.

Jack Leary
[redacted]

Robert Kuhfuss

From: Ashley Labhart
Sent: Monday, August 2, 2021 9:49 AM
To: Jodi Tas
Cc: Lloyd Abrams; Robert Kuhfuss
Subject: RE: Billboards

Good morning Jodi, Happy Monday to you as well!

We will ensure this comment is added to the case file, thank you for sending our way.

Best,

Ashley Labhart
Senior Administrative Specialist

City of Surprise | Community Development
16000 N. Civic Center Plaza | Surprise, AZ 85374
[redacted]

From: Jodi Tas [redacted]>
Sent: Monday, August 2, 2021 8:15 AM
To: Ashley Labhart [redacted]
Subject: FW: Billboards

Good morning, Ashley! Happy Monday! I hope this message finds you well. Do you happen to know if anyone is keeping track of this item?

Thanks!

Jodi

From: Skip Hall [redacted]
Sent: Sunday, August 1, 2021 5:01 PM
To: Josephine Karacsony [redacted]
Cc: Jodi Tas [redacted]
Subject: Re: Billboards

Dear Josephine,
Thank you for taking the time to let us know your view on billboards. We will take your concern into consideration.
Skip

On: 01 August 2021 12:21,
"Josephine Karacsony" [redacted] wrote:

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Please. Please don’t consider putting electronic billboards on our highways here in Surprise…you muck up the scenery. This is rate 17. Something that we SERIOUSLY don’t need..

NO

Jo Karacsony

Sent from my iPad

Robert Kuhfuss

From: Mayor
Sent: Wednesday, August 11, 2021 8:44 AM
To: John Powell
Cc: Ashley Labhart
Subject: RE: Oppose All Billboards

Good morning! Thank you for your email, Mr. Powell! We will keep it as part of the case file for our reference as we consider and vote on this item.

I appreciate your time and opinion. Have a great day!

Best,

Skip

From: John Powell [redacted]
Sent: Tuesday, August 10, 2021 6:32 PM
To: [redacted]
Subject: Oppose All Billboards

******The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.******

Dear Mayor Hall & city Council Members,

I am writing to express my opposition to electronic billboards being considered on the northerly end of the 303.

Many of the surrounding Surprise residents, myself included, do not want our desert community to be disrupted by large and bright electronic billboards.

I would urge you to oppose these electronic billboards

Sincerely,

John Powell
[redacted]
Surprise, AZ 85379
[redacted]

Robert Kuhfuss

From: Phillips, Amy [redacted]
Sent: Monday, August 16, 2021 5:16 PM
To: Robert Kuhfuss
Subject: Billboard Sign Ordinance - Text Amendment - Item # 28
Attachments: Report.html

******The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.******

Hello Mr. Kuhfuss,

Are you able to provide the proposed changes being discussed at tomorrow's meeting? From my records the last discussions were tossed around in March 2018 so curious what the latest rendition entails.

Also is there an option to watch live or at the very least call-in to listen? I see the City is back to full in person meetings in council chambers but was curious if they are other options for those that don't wish to attend in person.

Thank you,

AMY PHILLIPS
Real Estate Manager

[redacted], Phoenix, AZ, 85016

OUTFRONT

Please note: All Lease proposals are subject to final Approval by an authorized signatory of Outfront Media LLC.

From: [redacted]
Sent: Monday, August 16, 2021 8:47 AM
To: [redacted]
Subject: StateScape Alerts - Daily for 08/16/2021 11:30 am amy.phillips

EXTERNAL EMAIL

Robert Kuhfuss

From: Lloyd Abrams
Sent: Monday, August 16, 2021 9:26 AM
To: Robert Kuhfuss
Subject: Billoards
Attachments: FW: Billboards; FW: Billboards; FW: Vote No/Deny on Billboards in Surprise!

Robert Kuhfuss

From: Lloyd Abrams
Sent: Monday, August 16, 2021 9:06 AM
To: Robert Kuhfuss
Subject: FW: 303 Billboard

One more

Lloyd Abrams
Assistant Director
Community Development
City of Surprise
[redacted]

From: Jodi Tas [redacted]
Sent: Monday, August 16, 2021 8:59 AM
To: Ashley Labhart [redacted]
Cc: Lloyd Abrams [redacted]
Subject: FW: 303 Billboard

FYI

From: Mary Aigner [redacted]
Sent: Friday, August 13, 2021 3:54 PM
To: Sherry Aguilar [redacted]>
Subject: 303 Billboard

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Please pass my 'no' vote to install billboards on 303. We don't need further distractions on a road where cars are traveling 65+ miles per hour.

I live at [redacted] Surprise 85388

Thanks for your help in keeping things simple.

Mary Aigner

Sent from Mail for Windows

Robert Kuhfuss

From: Lloyd Abrams
Sent: Monday, August 16, 2021 10:11 AM
To: Robert Kuhfuss
Subject: FW: Agenda # 28

Here another

Lloyd Abrams
Assistant Director
Community Development
City of Surprise
[redacted]

From: Jodi Tas <[redacted]
Sent: Monday, August 16, 2021 9:28 AM
To: Ashley Labhart [redacted] v>
Cc: Skip Hall [redacted]; Lloyd Abrams [redacted]
Subject: FW: Agenda # 28

From: Alexandra Goedert [redacted]>
Sent: Friday, August 13, 2021 8:23 PM
To: Mayor [redacted]
Subject: Agenda # 28

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

No billboards in our city!

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

Robert Kuhfuss

From: Chris Boyd
Sent: Monday, August 16, 2021 9:48 AM
To: Robert Kuhfuss
Cc: Lloyd Abrams
Subject: FW: Billboard Item!

Rob,

FYI

Thank You,

Chris Boyd
Community Development Director
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374
[redacted]

From: Sherry Aguilar [redacted]>
Sent: Monday, August 16, 2021 9:36 AM
To: Michael Frazier <[redacted]>; Chris Boyd <[redacted] Mike Gent [redacted]>; Robert Wingo [redacted]
Subject: Billboard Item!

Hello, just a heads up, we have a few public comment forms submitted for the Billboard item for tomorrow night. I have already advised the Mayor.

Thank you,

Sherry Ann Aguilar, City Clerk, MMC
16000 N. Civic Center Plaza
Surprise, AZ. 85374
[redacted]

Robert Kuhfuss

From: Lloyd Abrams
Sent: Monday, August 16, 2021 2:43 PM
To: Robert Kuhfuss
Subject: FW: billboards on the 303

Lloyd Abrams
Assistant Director
Community Development
City of Surprise
[redacted]

From: Mayor [redacted]
Sent: Monday, August 16, 2021 2:17 PM
To: Ashley Labhart [redacted]>
Cc: Lloyd Abrams [redacted]; Skip Hal [redacted]
Subject: FW: billboards on the 303

Another one!

From: Brad. Finkbeiner [redacted]
Sent: Monday, August 16, 2021 1:15 PM
To: Sherry Aguilar [redacted]>; Patrick Duffy [redacted] Mayor [redacted]
Subject: billboards on the 303

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

My name is Brad Finkbeiner. I live at [redacted] here In Surprise. Please vote NO to billboards on the 303. The 303 is a scenic, beautiful route.

--
All that we are is the result of what we have thought. The mind is everything. What we think we become

Robert Kuhfuss

From: Lloyd Abrams
Sent: Monday, August 16, 2021 9:24 AM
To: Robert Kuhfuss
Subject: FW: No billboards!

Lloyd Abrams
Assistant Director
Community Development
City of Surprise
[redacted]

-----Original Message-----
From: Jodi Tas [redacted]
Sent: Monday, August 16, 2021 9:23 AM
To: Ashley Labhart [redacted] >
Cc: Skip Hall [redacted] >; Lloyd Abrams [redacted]
Subject: FW: No billboards!

Good morning, Ashley! Just an fyi - I will be forwarding you a few of these messages this morning.

Have a great day!

Best,

Jodi

-----Original Message-----
From: Joanne Miner [redacted]
Sent: Saturday, August 14, 2021 6:58 PM
To: Mayor [redacted]
Subject: No billboards!

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

I understand a vote is scheduled regarding billboards.

I am a Surprise resident in Sun City Grand

Billboards are totally tacky and a blight on the environment.

Vote NO on billboards!

Joanne Miner

Sent from Joanne's iPad.

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 6:17 PM
To: Ashley Labhart; Lloyd Abrams
Cc: Skip Hall
Subject: FW: Billboards

And another.

From: Paula Phillips [redacted]
Sent: Friday, August 13, 2021 6:10 PM
To: Mayor <[redacted]>
Subject: Billboards

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

I need to express my opinion on the billboards & the proposal of placing them along 303. I think the billboards are a tremendous distraction while you are driving. Trying to read what it says, while you should have your complete attention on your driving.
It is also my opinion that the billboards cheapen the look of the area...takes away from the beauty of our West Valley.
Please don't go forward with the billboards plan.
Thank you for reading my email & considering my objection.

Paula Phillips
Sara Ann Ranch
Surprise AZ

Sent from my T-Mobile 5G Device
Get Outlook for Android

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 4:36 PM
To: Ashley Labhart
Cc: Skip Hall; Lloyd Abrams; Robert Wingo
Subject: FW: Billboards in Surprise on the 303

And another one.

-----Original Message-----
From: Jennifer LeFevre [redacted]
Sent: Friday, August 13, 2021 1:08 PM
To: Mayor [redacted]
Subject: Billboards in Surprise on the 303

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

I am sincerely upset with the fact Surprise is considering Billboards in Surprise. Surprise isn't some large Metropolis like Phoenix. We neither want or need Billboards in our city, especially on a brand new Freeway system like the 303. We have a beautiful clean highway in the 303, and we have enough distractions like wrong way drivers to contend with here. We especially don't need an electronic Billboard, which in itself is a distraction to motorists, just like the one on Bell Road for the Motorhome dealership.

I can think of no redeeming quality of having a blight of Billboards in our FAIR City. The operative word being FAIR. I have lived in California where they are a definite eyesore to local cities. I do NOT wish that for the City of Surprise.

Jennifer M. LeFevre

Sent from my iPad

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 6:15 PM
To: Ashley Labhart; Lloyd Abrams
Cc: Skip Hall
Subject: FW: Billboards on the 303

Good evening! Another one for the record.

Thank you!

Jodi

From: andyburch57 [redacted]
Sent: Friday, August 13, 2021 6:03 PM
To: Mayor [redacted] >
Subject: Billboards on the 303

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

We are strongly opposed to billboards of any kind, moreover electronic in nature that are potentially a distraction to drivers on the 303. With the growing number of vehicles on the 303 today, it is impairative that concentration and safety are the key factors. Also, large billboards of any type diminish and take away from the natural beauty of our landscape. We, Surprise citizens and taxpayers, Andrew & Tracy Burch would appreciate your support in this matter, not only for today, but for the betterment of our future. Thank you for your concern.

Sent via the Samsung Galaxy S10+, an AT&T 5G Evolution capable smartphone

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 6:14 PM
To: Ashley Labhart; Lloyd Abrams
Cc: Skip Hall
Subject: FW: Billboards

Good evening! Another one for the record.

Thank you!

Best,

Jodi

From: CASEY LU RAYMER [redacted]
Sent: Friday, August 13, 2021 5:40 PM
To: Mayor [redacted]
Subject: Billboards

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

We do not want billboards along the 303. We do not need distractions along the 303. That is one area we need to keep different from other cities like Phoenix. We don't need billboards along the 303 to take away from our beautiful drive of desert landscaping, rose fields. Keep things simple here. No digital billboards or any billboards for that matter.

Best Regards,

Casey Lu Raymer

Leslie Paige Interiors LLC

[redacted]

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 4:35 PM
To: Ashley Labhart
Cc: Lloyd Abrams; Robert Wingo
Subject: FW: No New Billboards, Please!

And another!

From: Philis D [redacted]
Sent: Friday, August 13, 2021 4:04 PM
To: Mayor [redacted]
Subject: No New Billboards, Please!

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Thank you for making the right choice regarding billboards on the 303. Vote no!

Philis Davis
Resident of Surprise since February 1998

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 4:32 PM
To: Ashley Labhart
Cc: Skip Hall; Lloyd Abrams; Robert Wingo
Subject: FW: Proposed electronic billboards / City Council meeting August 17, 2021
Attachments: 8-12-21Billboardletter.pdf

Hi, Ashley! Please place the attached letter in the respective case file.

Thank you!

Best,

Jodi

From: Susan & Winston Duxbury [redacted]>
Sent: Thursday, August 12, 2021 7:39 PM
To: [redacted]
Subject: Proposed electronic billboards / City Council meeting August 17, 2021

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Please read the attached letter
Thank You

Susan Duxbury

Sent from Mail for Windows

Robert Kuhfuss

From: Ashley Labhart
Sent: Tuesday, August 17, 2021 11:07 AM
To: Robert Kuhfuss
Subject: FW: 8/17 agenda item

From: Jodi Tas [redacted]
Sent: Tuesday, August 17, 2021 9:53 AM
To: Ashley Labhart [redacted]
Cc: Lloyd Abrams [redacted]
Subject: FW: 8/17 agenda item

FYI

From: Tim Jarrell [redacted]
Sent: Monday, August 16, 2021 5:47 PM
To: Mayor [redacted]
Subject: 8/17 agenda item

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Mayor Hall,

I just wanted to send you a quick message regarding tomorrow's vote on the proposed billboard ordinance. Please note, my wife, Jessica, and I stand firmly opposed to any new billboard in our city.

All the best,
Tim Jarrell

Robert Kuhfuss

From: Ashley Labhart
Sent: Tuesday, August 17, 2021 11:07 AM
To: Robert Kuhfuss
Subject: FW: Please say no to billboards in Surprise! We still have a somewhat rural city and no one wants this! Vote no!

-----Original Message-----
From: Jodi Tas [redacted]
Sent: Tuesday, August 17, 2021 9:53 AM
To: Ashley Labhart [redacted]
Cc: Lloyd Abrams <[redacted]>; Skip Hall <[redacted]
Subject: FW: Please say no to billboards in Surprise! We still have a somewhat rural city and no one wants this! Vote no!

Good morning! Please add to billboard file.

Thank you!

Best,

Jodi

-----Original Message-----
From: Denise Westphal [redacted]
Sent: Monday, August 16, 2021 5:22 PM
To: Mayor [redacted]
Subject: Please say no to billboards in Surprise! We still have a somewhat rural city and no one wants this! Vote no!

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Sent from my iPhone

Robert Kuhfuss

From: Ashley Labhart
Sent: Tuesday, August 17, 2021 11:06 AM
To: Robert Kuhfuss
Subject: FW: Vote No to Billboards—do not approve Billboards

From: Jodi Tas [redacted]>
Sent: Tuesday, August 17, 2021 9:54 AM
To: Ashley Labhart [redacted]>
Cc: Lloyd Abrams [redacted]v>; Skip Hall [redacted]>
Subject: FW: Vote No to Billboards—do not approve Billboards

Another email for the file.

Thank you!

Best,

Jodi

From: Donna LaPorte [redacted]
Sent: Monday, August 16, 2021 4:42 PM
To: Mayor [redacted]
Subject: Vote No to Billboards—do not approve Billboards

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Mayor Hall,
I am a registered voter in Surprise. Please vote No to Billboards in Surprise.
Let us maintain our dark skies and scenic route without the clutter and **distraction** of advertising & lights.
Billboards are of no financial gain to the City. We do not need a 20 second free advertising mentioned by the representative. The BEST advertising for our great City is a scenic route without billboards. Let us continue on the path that has been paved by previous City Council members: NO BILLBOARDS!
Donna LaPorte
[redacted]
Surprise, AZ 85379

From: Jodi Tas
To: Ashley Labhart
Cc: Lloyd Abrams; Skip Hall
Subject: FW: Billboards
Date: Monday, August 16, 2021 9:24:35 AM

-----Original Message-----
From: Cheryl [redacted]>
Sent: Saturday, August 14, 2021 1:35 PM
To: Mayor [redacted]>
Subject: Billboards

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Dear Mr. Hall—

As a 10+ plus homeowner in Surprise, we are accepting of the phenomenal growth this city has experienced but want it to be known that we are not in favor of ANY type of billboards within our city.
The growth of businesses paying taxes and homeownership should be more than enough revenue for the city without the need for advertising in our air space. It's distracting in more ways than one.
Please consider denying this proposal.
Sincerely,
Cheryl Allcock

From: Jodi Tas
To: Ashley Labhart
Cc: Skip Hall; Lloyd Abrams
Subject: FW: Billboards
Date: Monday, August 16, 2021 9:25:03 AM

From: Karin Lange [redacted]
Sent: Saturday, August 14, 2021 12:33 PM
To: Mayor [redacted]>
Subject: Billboards

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

I am a resident of Marley Park and am against more billboards! One of the reasons I choose Surprise was the beauty of the fields amidst a city. Allowing more billboards would be a travesty that will be impossible to negate. There are times when common sense needs to rule over money!
Karin Lange
[redacted]

From:	Jodi Tas
To:	Ashley Labhart
Cc:	Skip Hall; Lloyd Abrams
Subject:	FW: TUESDAY (August 17) - Mayor and Council PUBLIC HEARING on AGENDA ITEM #28 - DENY and continue prohibition of new Billboards in Surprise
Date:	Monday, August 16, 2021 9:25:39 AM

From: Nicholas Clower [redacted]
Sent: Saturday, August 14, 2021 12:14 PM
To: [redacted]
Subject: TUESDAY (August 17) - Mayor and Council PUBLIC HEARING on AGENDA ITEM #28 - DENY and continue prohibition of new Billboards in Surprise

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Surprise Mayor and Council Members,

I am a registered voter and full time resident of Surprise, AZ.

Please vote to DENY ITEM #28 on the August 17th Public Hearing agenda (see attached screenshot) and continue the prohibition of new Billboards in Surprise.

Thank you in advance!

Nicholas Clower

From:	Mayor
To:	Ashley Labhart
Cc:	Skip Hall; Lloyd Abrams
Subject:	FW: TUESDAY (August 17) - Mayor and Council PUBLIC HEARING on AGENDA ITEM #28 - DENY and continue prohibition of new Billboards in Surprise
Date:	Monday, August 16, 2021 9:26:13 AM

From: karren8141[redacted]
Sent: Saturday, August 14, 2021 12:08 PM
To: [redacted]
Subject: TUESDAY (August 17) - Mayor and Council PUBLIC HEARING on AGENDA ITEM #28 - DENY and continue prohibition of new Billboards in Surprise

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Surprise Mayor and Council Members,

I am a full time resident of and home owner in Surprise, AZ.

Please vote to DENY ITEM #28 on the August 17th Public Hearing agenda (see attached screenshot) and continue the prohibition of new Billboards in Surprise.

Thank you in advance!

Karen Stamm

From: Jodi Tas
To: Ashley Labhart
Cc: Skip Hall; Lloyd Abrams
Subject: FW: Vote No/Deny on Billboards in Surprise!
Date: Monday, August 16, 2021 9:24:07 AM

-----Original Message-----
From: Tony DePirro [redacted]
Sent: Saturday, August 14, 2021 2:52 PM
To: Mayor [redacted]
Subject: Vote No/Deny on Billboards in Surprise!

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

To Mayor Skip Hall,

Please consider the beauty of the city by keeping billboards out of Surprise! They're a defunct form of advertising, benefit nobody except the companies that install them and the ad agencies afterwards, they cause light pollution and are an ugly distraction in general.

Consider my vote NO! for billboards in Surprise!

Sincerely,

Tony DePirro, Surprise Resident in Royal Ranch

Robert Kuhfuss

From: Jodi Tas
Sent: Monday, August 2, 2021 11:33 AM
To: Ashley Labhart
Cc: Lloyd Abrams; Skip Hall
Subject: FW: Against the proposed electronic billboard on Loop 303

Hi, Ashley! I am not sure if you already received this email but if not, please add to the list.

Thank you!

Jodi

[redacted]
Sent: Monday, August 2, 2021 10:16 AM
To: [redacted]
Subject: Against the proposed electronic billboard on Loop 303

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

I am vehemently against any type of billboard on the Loop 303. Arizona is known for its beautiful desertscapes and natural surroundings. It's bad enough that development of land around the 303 is being developed, leading to views of look-alike homes and warehouses. We're constantly bombarded with ads and commercials in our daily lives – on the television, radio our phones, on the Internet, in print, etc. Please do not add to the cacophony and intrusion of our daily lives.

If Surprise moves forward with the proposed billboard on the Loop 303, I pledge now not to engage with any company, organization, or individual who may advertise on any signs, of any type.

Jack Leary
[redacted]

Robert Kuhfuss

From: Jodi Tas
Sent: Tuesday, August 10, 2021 2:15 PM
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: Billboards . . .

Another one for the record.

Thank you!

Jodi

From: Walter Sic [redacted]>
Sent: Tuesday, August 10, 2021 11:32 AM
To: [redacted]
Subject: Billboards . . .

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Good Morning,

My name is Don "Walter" Sic, and I am a registered voter, as well as a 12 year citizen of Surprise.
My wife and I also operate our real estate business in Surprise, and conduct most of our business here in Surprise.

My address is: [redacted] Surprise AZ 85387.

I want to make it know, that I oppose Billboards in Surprise. They are trashy, and take away from the dark skies. They will cost our beautiful city much more than any "Profits" the city could gain.
I fully 100% detest allowing these terrible, gross things in our city.

Thank you for hearing the voices of the citizens of this community, and keeping it family friendly and presentable vs destroying it with unfriendly and corporate grossness.

--
Walter Sic, Lead Agent
DCS Realty Group
[redacted]
www.DCSRealty.com

Robert Kuhfuss

From: Robert Kuhfuss
Sent: Thursday, August 5, 2021 2:17 PM
To: [redacted]
Subject: FW: Contact Information Request for Planning and Zoning Commission

Ms. Renz,

Thank for your email and sorry for the delay in getting back to you. I am the planner on this case and would be happy to answer any questions.

I will be here the remainder of the day, but will be taking a long weekend. In any event, feel free to respond via email or by phone.

Robert H. Kuhfuss, AICP, MPA
City of Surprise Community Development Department
16000 North Civic Center Plaza
Surprise, AZ 85374-7470
[redacted]

From: Ashley Labhart [redacted]>
Sent: Monday, August 2, 2021 11:51 AM
To: Robert Kuhfuss [redacted]>
Subject: FW: Contact Information Request for Planning and Zoning Commission

Rob,

Will you be able to reach out to Ms. Renz regarding this?

Thank you,

Ashley Labhart
Senior Administrative Specialist

City of Surprise | Community Development
16000 N. Civic Center Plaza | Surprise, AZ 85374
[redacted]

From: Melanie Renz <melhale@hotmail.com>
Sent: Sunday, August 1, 2021 7:56 AM
To: Ashley Labhart <Ashley.Labhart@surpriseaz.gov>
Subject: Contact Information Request for Planning and Zoning Commission

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Hello,

I read in the Surprise Independent that our city is considering electric billboards and would like to share some concerns about this. Can you please advise of the email/contact information of who I would contact to share these concerns?

Regards,
Melanie Renz
[redacted]
Surprise, AZ 85388

Robert Kuhfuss

From: Jodi Tas
Sent: Monday, August 2, 2021 11:35 AM
To: Ashley Labhart
Cc: Skip Hall; Lloyd Abrams
Subject: FW: OPPOSING BILLBOARDS IN SURPRISE

And another…

Thank you!

Best,

Jodi

From: Gina Johns [redacted]
Sent: Sunday, August 1, 2021 7:12 PM
To: [redacted]
Subject: OPPOSING BILLBOARDS IN SURPRISE

******The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.******

[redacted]

We are requesting our voice to be heard that we are OPPOSING ANY BILLBOARDS in SURPRISE, SUN CITY, SUN CITY WEST AND PEORIA!!! We moved here for the specific reason of the Scenic Routes and the Dark Skies.
OUR VOTES ARE NO BILLBOARDS!!!!!!
Thank you!
Peace,
Gina Johns (registered voter)

Dakota Johns (registered voter)

[redacted] Surprise, AZ 85387

Robert Kuhfuss

From: Jodi Tas
Sent: Tuesday, August 10, 2021 2:18 PM
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: Opposition to all billboards

From: Dennis Vanderplow [redacted]
Sent: Friday, August 6, 2021 10:42 AM
To: [redacted]
Subject: Opposition to all billboards

******The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.******

I am writing to all City Council members to **vote no and oppose all billboards** on any and all public roadways in Surprise especially along Loop 303.

Tenant gateway signs at local shopping centers are appropriate, but not electronic or lighted billboards that are currently being proposed.

The scenic route of Loop 303 must not not be destroyed by commercial signs. Please keep our desertscape as beautiful as can be and maintain the "dark skies" movement.

Respectfully

Dennis Vanderplow
[redacted]

Robert Kuhfuss

From: Jodi Tas
Sent: Tuesday, August 10, 2021 2:18 PM
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: Opposition to all billboards

And another…

From: Dennis Vanderplow [redacted]>
Sent: Friday, August 6, 2021 10:42 AM
To: [redacted]
Subject: Opposition to all billboards

******The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.******

I am writing to all City Council members to **vote no and oppose all billboards** on any and all public roadways in Surprise especially along Loop 303.

Tenant gateway signs at local shopping centers are appropriate, but not electronic or lighted billboards that are currently being proposed.

The scenic route of Loop 303 must not not be destroyed by commercial signs. Please keep our desertscape as beautiful as can be and maintain the "dark skies" movement.

Respectfully

Dennis Vanderplow
[redacted]

Robert Kuhfuss

From: Jodi Tas
Sent: Tuesday, August 10, 2021 2:15 PM
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: Billboards . . .

Another one for the record.

Thank you!

Jodi

From: Walter Sic [redacted]>
Sent: Tuesday, August 10, 2021 11:32 AM
To: [redacted]
Subject: Billboards . . .

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Good Morning,

My name is Don "Walter" Sic, and I am a registered voter, as well as a 12 year citizen of Surprise.
My wife and I also operate our real estate business in Surprise, and conduct most of our business here in Surprise.

My address is: [redacted] Surprise AZ 85387.

I want to make it know, that I oppose Billboards in Surprise. They are trashy, and take away from the dark skies. They will cost our beautiful city much more than any "Profits" the city could gain.
I fully 100% detest allowing these terrible, gross things in our city.

Thank you for hearing the voices of the citizens of this community, and keeping it family friendly and presentable vs destroying it with unfriendly and corporate grossness.

--
Walter Sic, Lead Agent
DCS Realty Group
[redacted]
www.DCSRealty.com

Robert Kuhfuss

From: Jodi Tas
Sent: Monday, August 9, 2021 3:58 PM
To: Ashley Labhart
Cc: Chris Judd; Lloyd Abrams; Skip Hall
Subject: FW: Follow-up to my earlier email re: the proposed billboard on the 303

Hi, Ashley! Please retain email with the case file.

Thank you!

Best,

Jodi

From: [redacted]
Sent: Sunday, August 8, 2021 1:50 PM
To: [redacted]
Subject: RE: Follow-up to my earlier email re: the proposed billboard on the 303

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

I must apologize for a math error regarding the number of times that a 'flip' will be displayed in my previous email. I miscalculated the number of times that a 'flip' will be seen per day.

As the article in the Sun City West Independent says, each 'flip' will be shown approximately once per minute. Using the premise in my previous email, there are 1,020 minutes between 6:00 AM and 11:00 PM each day. That means that a "Welcome to the City of Surprise" ad would be seen over a thousand times per day. While this number is less than the incorrect number of showings I previously calculated, it is still a significant number. My comments regarding keeping the City's ad fresh and relevant are still valid, despite my error.

I apologize for my error and hope that this update helps.

Jack

From [redacted]
Sent: Friday, August 6, 2021 9:36 PM
To: [redacted]
Subject: Follow-up to my earlier email re: the proposed billboard on the 303

After reading the article about the proposed electronic billboard on the Loop 303 in the Sun City West Independent (Wednesday, 4 August 2021), I hope the Surprise City Council is taking the following items into consideration:

1. The value of a 'flip' to the City of Surprise. The article said that the City would receive one of eight 'flips' that would recycle on the billboard every day. I hope the Council has asked the media company's representative, Kurt Jones, to assign a monetary number of that 'flip' to better help the Council understand the value of what the City will receive. For ease of comparison, assuming dawn is 6:00 AM and the sign turns off at 11:00 PM, and each 'flip' is eight seconds long (per the article), each flip would be shown 7,650 times (17 hours times 60 minutes times 60 seconds divided by 8 seconds per flip) per day. What type of revenue will the other seven 'flips' generate for the sign owner? Is that comparable to the value of (or revenue from) the 'flips' that the City will get?
2. Mr. Jones suggested that the City have a "Welcome to Surprise" message on the electronic billboard. That message will get tiresome and old after a relatively short period of time. Is the City of Surprise prepared to create new content for its 'flip' for the life of the billboard, or worse, perpetuity? Will content creation be performed by current City staff, or will new headcount be required? Perhaps content creation could be outsourced to a creative company at a cost to the City. Is the City prepared to spend money on such things? What about the extra workload and new responsibilities assigned to City staff to view, comment on, and eventually approve the new content?
3. What is the City's recourse when the electronic billboard eventually breaks (as it inevitably will, especially in Arizona's extreme heat)? Will the City be compensated for 'flips' not shown?
4. How will the City audit the effectiveness of Mr. Jones' proposed "Welcome to Surprise" billboard ads? Is his proposal to give the City one of eight 'flips' merely a handwave to make the Council believe it's getting something of value?

Finally, I feel compelled to comment on Mr. Jones' quote from the article: "It's not a pretty area. You've got the [sound] wall on one side of the freeway and you've got the humongous power line corridor on the other side of the highway." I would expect Mr. Jones to say something as insulting and inane as that. He misses the fact that there is still beauty to be found in the desert, despite the presence of power lines and walls. The beautiful Arizona sky that is part of our gorgeous state would be blocked by his ugly billboard monstrosity.

Don't allow him to deflect your attention from the ugliness and foulness that his device will bring to our area. His proposal is a smoke screen to make you forget that the Loop 303 exists for the sole purpose for people to circumvent cities and towns as people rush from one destination to another. This initial billboard would be just the first to make the West Valley look like a city overwhelmed by advertising in a city from a dystopian movie future.

Jack Leary
[redacted]

Robert Kuhfuss

From: Ashley Labhart
Sent: Monday, August 2, 2021 9:49 AM
To: Jodi Tas
Cc: Lloyd Abrams; Robert Kuhfuss
Subject: RE: Billboards

Good morning Jodi, Happy Monday to you as well!

We will ensure this comment is added to the case file, thank you for sending our way.

Best,

Ashley Labhart
Senior Administrative Specialist

City of Surprise | Community Development
16000 N. Civic Center Plaza | Surprise, AZ 85374
[redacted]

From: Jodi Tas [redacted]>
Sent: Monday, August 2, 2021 8:15 AM
To: Ashley Labhart [redacted]>
Subject: FW: Billboards

Good morning, Ashley! Happy Monday! I hope this message finds you well. Do you happen to know if anyone is keeping track of this item?

Thanks!

Jodi

From: Skip Hall [redacted]
Sent: Sunday, August 1, 2021 5:01 PM
To: Josephine Karacsony [redacted]
Cc: Jodi Tas [redacted]
Subject: Re: Billboards

Dear Josephine,
Thank you for taking the time to let us know your view on billboards. We will take your concern into consideration.
Skip

On: 01 August 2021 12:21,
"Josephine Karacsony" [redacted] wrote:

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Please. Please don’t consider putting electronic billboards on our highways here in Surprise…you muck up the scenery. This is rate 17. Something that we SERIOUSLY don’t need..

NO

Jo Karacsony

Sent from my iPad

Robert Kuhfuss

From: Mayor
Sent: Wednesday, August 11, 2021 8:44 AM
To: John Powell
Cc: Ashley Labhart
Subject: RE: Oppose All Billboards

Good morning! Thank you for your email, Mr. Powell! We will keep it as part of the case file for our reference as we consider and vote on this item.

I appreciate your time and opinion. Have a great day!

Best,

Skip

From: John Powell [redacted]
Sent: Tuesday, August 10, 2021 6:32 PM
To: [redacted]
Subject: Oppose All Billboards

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Dear Mayor Hall & city Council Members,

I am writing to express my opposition to electronic billboards being considered on the northerly end of the 303.

Many of the surrounding Surprise residents, myself included, do not want our desert community to be disrupted by large and bright electronic billboards.

I would urge you to oppose these electronic billboards

Sincerely,

John Powell
[redacted]
Surprise, AZ 85379
[redacted]

Robert Kuhfuss

From: Phillips, Amy [redacted]
Sent: Monday, August 16, 2021 5:16 PM
To: Robert Kuhfuss
Subject: Billboard Sign Ordinance - Text Amendment - Item # 28
Attachments: Report.html

******The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.******

Hello Mr. Kuhfuss,

Are you able to provide the proposed changes being discussed at tomorrow's meeting? From my records the last discussions were tossed around in March 2018 so curious what the latest rendition entails.

Also is there an option to watch live or at the very least call-in to listen? I see the City is back to full in person meetings in council chambers but was curious if they are other options for those that don't wish to attend in person.

Thank you,

AMY PHILLIPS
Real Estate Manager

[redacted], Phoenix, AZ, 85016

OUTFRONT

Please note: All Lease proposals are subject to final Approval by an authorized signatory of Outfront Media LLC.

From: [redacted]
Sent: Monday, August 16, 2021 8:47 AM
To: Phillips, Amy [redacted]
Subject: StateScape Alerts - Daily for 08/16/2021 11:30 am amy.phillips

EXTERNAL EMAIL

Robert Kuhfuss

From: Lloyd Abrams
Sent: Monday, August 16, 2021 9:26 AM
To: Robert Kuhfuss
Subject: Billoards
Attachments: FW: Billboards; FW: Billboards; FW: Vote No/Deny on Billboards in Surprise!

Robert Kuhfuss

From: Lloyd Abrams
Sent: Monday, August 16, 2021 9:06 AM
To: Robert Kuhfuss
Subject: FW: 303 Billboard

One more

Lloyd Abrams
Assistant Director
Community Development
City of Surprise
[redacted]

From: Jodi Tas [redacted]
Sent: Monday, August 16, 2021 8:59 AM
To: Ashley Labhart [redacted]
Cc: Lloyd Abrams [redacted]
Subject: FW: 303 Billboard

FYI

From: Mary Aigner [redacted]
Sent: Friday, August 13, 2021 3:54 PM
To: Sherry Aguilar [redacted]
Subject: 303 Billboard

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Please pass my 'no' vote to install billboards on 303. We don't need further distractions on a road where cars are traveling 65+ miles per hour.

I live at [redacted] Surprise 85388

Thanks for your help in keeping things simple.

Mary Aigner

Sent from Mail for Windows

Robert Kuhfuss

From: Lloyd Abrams
Sent: Monday, August 16, 2021 10:11 AM
To: Robert Kuhfuss
Subject: FW: Agenda # 28

Here another

Lloyd Abrams
Assistant Director
Community Development
City of Surprise
[redacted]

From: Jodi Tas [redacted]>
Sent: Monday, August 16, 2021 9:28 AM
To: Ashley Labhart [redacted]>
Cc: Skip Hall [redacted]>; Lloyd Abrams [redacted]
Subject: FW: Agenda # 28

From: Alexandra Goedert [redacted]
Sent: Friday, August 13, 2021 8:23 PM
To: Mayor [redacted]
Subject: Agenda # 28

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

No billboards in our city!

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

Robert Kuhfuss

From: Chris Boyd
Sent: Monday, August 16, 2021 9:48 AM
To: Robert Kuhfuss
Cc: Lloyd Abrams
Subject: FW: Billboard Item!

Rob,

FYI

Thank You,

Chris Boyd
Community Development Director
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374
[redacted]

From: Sherry Aguilar [redacted]
Sent: Monday, August 16, 2021 9:36 AM
To: [redacted]
Subject: Billboard Item!

Hello, just a heads up, we have a few public comment forms submitted for the Billboard item for tomorrow night. I have already advised the Mayor.

Thank you,

Sherry Ann Aguilar, City Clerk, MMC
16000 N. Civic Center Plaza
Surprise, AZ. 85374
[redacted]

Robert Kuhfuss

From: Lloyd Abrams
Sent: Monday, August 16, 2021 2:43 PM
To: Robert Kuhfuss
Subject: FW: billboards on the 303

Lloyd Abrams
Assistant Director
Community Development
City of Surprise
[redacted]

From: Mayor [redacted]
Sent: Monday, August 16, 2021 2:17 PM
To: Ashley Labhart [redacted]
Subject: FW: billboards on the 303

Another one!

From: Brad. Finkbeiner [redacted]
Sent: Monday, August 16, 2021 1:15 PM
To: Sherry Aguilar [redacted]>; Patrick Duffy [redacted]>; Mayor <[redacted]
Subject: billboards on the 303

******The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.******

My name is Brad Finkbeiner. I live at [redacted] here In Surprise. Please vote NO to billboards on the 303. The 303 is a scenic, beautiful route.

--
All that we are is the result of what we have thought. The mind is everything. What we think we become

Robert Kuhfuss

From: Lloyd Abrams
Sent: Monday, August 16, 2021 9:24 AM
To: Robert Kuhfuss
Subject: FW: No billboards!

Lloyd Abrams
Assistant Director
Community Development
City of Surprise
[redacted]

-----Original Message-----
From: Jodi Tas [redacted]
Sent: Monday, August 16, 2021 9:23 AM
To: Ashley Labhart [redacted]
Cc: Skip Hall <[redacted]
Subject: FW: No billboards!

Good morning, Ashley! Just an fyi - I will be forwarding you a few of these messages this morning.

Have a great day!

Best,

Jodi

-----Original Message-----
From: Joanne Miner <[redacted]
Sent: Saturday, August 14, 2021 6:58 PM
To: Mayor [redacted]
Subject: No billboards!

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

I understand a vote is scheduled regarding billboards.

I am a Surprise resident in Sun City Grand

Billboards are totally tacky and a blight on the environment.

Vote NO on billboards!

Joanne Miner

Sent from Joanne's iPad.

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 6:17 PM
To: Ashley Labhart; Lloyd Abrams
Cc: Skip Hall
Subject: FW: Billboards

And another.

From: Paula Phillips [redacted]
Sent: Friday, August 13, 2021 6:10 PM
To: Mayor [redacted]
Subject: Billboards

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

I need to express my opinion on the billboards & the proposal of placing them along 303. I think the billboards are a tremendous distraction while you are driving. Trying to read what it says, while you should have your complete attention on your driving.
It is also my opinion that the billboards cheapen the look of the area...takes away from the beauty of our West Valley.
Please don't go forward with the billboards plan.
Thank you for reading my email & considering my objection.

Paula Phillips
Sara Ann Ranch
Surprise AZ

Sent from my T-Mobile 5G Device
Get Outlook for Android

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 4:36 PM
To: Ashley Labhart
Cc: Skip Hall; Lloyd Abrams; Robert Wingo
Subject: FW: Billboards in Surprise on the 303

And another one.

-----Original Message-----
From: Jennifer LeFevre [redacted]
Sent: Friday, August 13, 2021 1:08 PM
To: Mayor [redacted]
Subject: Billboards in Surprise on the 303

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

I am sincerely upset with the fact Surprise is considering Billboards in Surprise. Surprise isn't some large Metropolis like Phoenix. We neither want or need Billboards in our city, especially on a brand new Freeway system like the 303. We have a beautiful clean highway in the 303, and we have enough distractions like wrong way drivers to contend with here. We especially don't need an electronic Billboard, which in itself is a distraction to motorists, just like the one on Bell Road for the Motorhome dealership.

I can think of no redeeming quality of having a blight of Billboards in our FAIR City. The operative word being FAIR. I have lived in California where they are a definite eyesore to local cities. I do NOT wish that for the City of Surprise.

Jennifer M. LeFevre

Sent from my iPad

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 6:15 PM
To: Ashley Labhart; Lloyd Abrams
Cc: Skip Hall
Subject: FW: Billboards on the 303

Good evening! Another one for the record.

Thank you!

Jodi

From: [redacted]
Sent: Friday, August 13, 2021 6:03 PM
To: Mayor [redacted]
Subject: Billboards on the 303

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

We are strongly opposed to billboards of any kind, moreover electronic in nature that are potentially a distraction to drivers on the 303. With the growing number of vehicles on the 303 today, it is impairative that concentration and safety are the key factors. Also, large billboards of any type diminish and take away from the natural beauty of our landscape. We, Surprise citizens and taxpayers, Andrew & Tracy Burch would appreciate your support in this matter, not only for today, but for the betterment of our future. Thank you for your concern.

Sent via the Samsung Galaxy S10+, an AT&T 5G Evolution capable smartphone

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 6:14 PM
To: Ashley Labhart; Lloyd Abrams
Cc: Skip Hall
Subject: FW: Billboards

Good evening! Another one for the record.

Thank you!

Best,

Jodi

From: CASEY LU RAYMER [redacted]
Sent: Friday, August 13, 2021 5:40 PM
To: Mayor [redacted]
Subject: Billboards

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

We do not want billboards along the 303. We do not need distractions along the 303. That is one area we need to keep different from other cities like Phoenix. We don't need billboards along the 303 to take away from our beautiful drive of desert landscaping, rose fields. Keep things simple here. No digital billboards or any billboards for that matter.

Best Regards,

Casey Lu Raymer

Leslie Paige Interiors LLC

[redacted]

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 4:35 PM
To: Ashley Labhart
Cc: Lloyd Abrams; Robert Wingo
Subject: FW: No New Billboards, Please!

And another!

From: Philis D [redacted]
Sent: Friday, August 13, 2021 4:04 PM
[redacted]<Mayor@surpriseaz.gov>
Subject: No New Billboards, Please!

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Thank you for making the right choice regarding billboards on the 303. Vote no!

Philis Davis
Resident of Surprise since February 1998

Robert Kuhfuss

From: Mayor
Sent: Friday, August 13, 2021 4:32 PM
To: Ashley Labhart
Cc: Skip Hall; Lloyd Abrams; Robert Wingo
Subject: FW: Proposed electronic billboards / City Council meeting August 17, 2021
Attachments: 8-12-21Billboardletter.pdf

Hi, Ashley! Please place the attached letter in the respective case file.

Thank you!

Best,

Jodi

From: Susan & Winston Duxbury [redacted]
Sent: Thursday, August 12, 2021 7:39 PM
To: [redacted]
Subject: Proposed electronic billboards / City Council meeting August 17, 2021

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Please read the attached letter
Thank You

Susan Duxbury

Sent from Mail for Windows

From:	Mayor
To:	Ashley Labhart
Cc:	Lloyd Abrams
Subject:	FW: 303 Scenic Corridor Request
Date:	Monday, August 30, 2021 3:18:04 PM

FYI

From: Gina Johns [redacted]>
Sent: Thursday, August 26, 2021 6:21 PM
To: [redacted]
Subject: 303 Scenic Corridor Request

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Dear Mayor & Council,
We the residents of Surprise, Arizona are requesting that you designate Loop 303 in Surprise, Arizona a Scenic Corridor and keep Billboards out.
Thank you for your time and attention.
Peace & Kindest Regards,

[redacted]5387

[redacted]

From: Jodi Tas
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: 303, Scenic corridor
Date: Monday, August 30, 2021 3:16:57 PM

FYI

-----Original Message-----
From: michelle king [redacted]
Sent: Saturday, August 28, 2021 11:53 AM
To: [redacted]
Subject: 303, Scenic corridor

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Dear Mayor & Council, We the residents of Surprise, Arizona are requesting that you designate Loop 303 in Surprise, Arizona a Scenic Corridor and keep Billboards out. The 303 and how beautiful it is should not be destroyed with tacky advertising!

Thank you for your time and attention. Kindest Regards,

Michelle King
[redacted]
Surprise, AZ 85387
[redacted]

[redacted]

Sent from my iPhone

From: Mayor
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: bill boards
Date: Monday, August 30, 2021 3:17:56 PM

FYI

From: Pia Nielsen [redacted]
Sent: Thursday, August 26, 2021 6:31 PM
To: [redacted]
Subject: bill boards

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Dear Mayor & Council,
We the residents of Surprise, Arizona are requesting that you designate Loop 303 in Surprise, Arizona a Scenic Corridor and keep Billboards out.
Thank you for your time and attention.

Kindest Regards,
Pia H Nie [redacted]

From: Mayor
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: Keep Billboards Out of Our Beautiful Surprise
Date: Monday, August 30, 2021 3:17:22 PM

FYI

From: Melissa Lloyd [redacted]
Sent: Friday, August 27, 2021 12:25 PM
To: [redacted]
Subject: Keep Billboards Out of Our Beautiful Surprise

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Dear Mayor & Council,
We the residents of Surprise, Arizona are requesting that you designate Loop 303 in Surprise, Arizona a Scenic Corridor and keep Billboards out. They do much more harm than good and take away from the beauty that attracts many to this town.

Thank you for your time and attention and for considering the best needs for this town and its residents.

Kindest Regards,
Melissa Lloyd
[redacted]

From: Mayor
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: Loop 303 - no billboards
Date: Monday, August 30, 2021 3:17:12 PM

FYI

-----Original Message-----
From: Mary Hofstetter [redacted]
Sent: Friday, August 27, 2021 6:51 PM
To: [redacted]
Subject: Loop 303 - no billboards

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Dear Mayor & Council, We the residents of Surprise, Arizona are requesting that you designate Loop 303 in Surprise, Arizona a Scenic Corridor and keep Billboards out.
Thank you for your time and attention.
Kindest Regards,
Mary Hofstetter
[redacted]
Surprise, AZ 85388
[redacted]

[redacted]

Sent from my iPhone

From: Mayor
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: Loop 303 - no billboards
Date: Monday, August 30, 2021 3:17:12 PM

FYI

-----Original Message-----
From: Mary Hofstetter [redacted]
Sent: Friday, August 27, 2021 6:51 PM
To: [redacted]
Subject: Loop 303 - no billboards

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Dear Mayor & Council, We the residents of Surprise, Arizona are requesting that you designate Loop 303 in Surprise, Arizona a Scenic Corridor and keep Billboards out.
Thank you for your time and attention.
Kindest Regards,
Mary Hofstetter
[redacted]
Surprise, AZ 85388
[redacted]

[redacted]

Sent from my iPhone

From: Mayor
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: No Billboards in Surprise
Date: Monday, August 30, 2021 3:16:29 PM

FYI – for the files.

Thank you!

Jodi

From: [redacted]
Sent: Sunday, August 29, 2021 5:41 PM
To: Mayor [redacted]
Subject: No Billboards in Surprise

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Dear Mayor & Council,
We the residents of Surprise, Arizona are requesting that you designate Loop 303 in Surprise, Arizona a Scenic Corridor and keep all billboards out.

Thank you for your time and attention.

Kindest regards,
Sue Schultz
[redacted]

Sent from my Verizon, Samsung Galaxy smartphone

From: Mayor
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: No Billboards on Loop 303
Date: Monday, August 30, 2021 3:17:46 PM

FYI

From: Alice Baker [redacted]
Sent: Friday, August 27, 2021 9:16 AM
To: Mayor [redacted]
Cc: [redacted]
Subject: No Billboards on Loop 303

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Dear Mayor & Council,
We the residents of Surprise, Arizona are requesting that you designate Loop 303 in Surprise, Arizona a Scenic Corridor and keep Billboards out.
Thank you for your time and attention.
Kindest Regards,
Alice Baker
[redacted].
Surprise AZ

[redacted]

Alice Baker

From: Mayor
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW:
Date: Monday, August 30, 2021 3:18:18 PM

FYI

-----Original Message-----
From: Andy Snyder [redacted]
Sent: Thursday, August 26, 2021 6:11 PM
To: [redacted]; Jack Hastings <Jack.Hastings@surpriseaz.gov>; Chris Judd <Chris.Judd@surpriseaz.gov>
Subject:

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Dear Mayor & Council,
We the residents of Surprise, Arizona are requesting that you designate Loop 303 in Surprise, Arizona a Scenic Corridor and keep Billboards out.
Thank you for your time and attention.
Kindest Regards, Andy Snyder
[redacted] surprise az 85388 [redacted]

Sent from my iPhone

From: Mayor
To: Ashley Labhart
Cc: Lloyd Abrams
Subject: FW: Loop 303 - Scenic Corridor
Date: Monday, August 30, 2021 3:18:30 PM

From: [redacted]
Sent: Thursday, August 26, 2021 6:00 PM
To: [redacted]
Subject: Loop 303 - Scenic Corridor

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Dear Mayor & Council, We the residents of Surprise, Arizona are requesting that you designate Loop 303 in Surprise, Arizona a Scenic Corridor and keep Billboards out.
Thank you for your time and attention.
Kindest Regards,
Shannon Thompson
[redacted]

Get Outlook for iOS

From: [redacted]
To: Robert Kuhfuss
Subject: FA21-147 Billboards
Date: Monday, September 20, 2021 11:26:53 AM

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Thank you for the opportunity to express my urgent request the City Council keep the natural landscape of route 303 from Grand to Rt17 as pristine as possible and vote NO to the Billboard petition.

I believe the City Council should do whatever they can to insure the desert scape is left as pristine as possible and not destroyed by needless and unwanted advertisements. There are may more ways to convey the business interests thru social media than to trash the natural landscape.

An approval of one business to raise billboards will only result in many other businesses raising any number of billboards.

I also encourage the Council to join neighboring cities to form a consortium to ban billboards and similar advertising for the full length of 303.

Thank you
Dennis Vanderplow
[redacted]

Sent from my iPhone

Robert Kuhfuss

From: Lloyd Abrams
Sent: Monday, September 20, 2021 2:07 PM
To: Robert Kuhfuss
Cc: Jason Moquin
Subject: FW: Billboards on SR 303

Please add to the case file.

Thank you,
Lloyd Abrams
Assistant Director
Community Development
City of Surprise
Office: 623-222-3021

From: George Riemer [redacted]>
Sent: Monday, September 20, 2021 11:46 AM
To: Skip Hall [redacted]>; Lloyd Abrams [redacted]>
Subject: Billboards on SR 303

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Dear Mayor Hall,

I would like to add my voice to the many local residents (both within and outside of Surprise) that oppose authorizing billboards on SR 303 (Case FS21-147).

The material I have read shows a very limited benefit to the City and many negatives. Light pollution. Traffic distraction. Commercialization of a desert landscape. I am sure you have been down SR 101 south to Interstate 10 and back. Are the many billboards bombarding motorists and others on that stretch of freeway a model for Surprise? I hope not.

Ironically, it appears the applicant is not asking for permission to put billboards on Grand Avenue, a thoroughfare replete with commercial development and signage.

There is no compelling justification for the proposed code changes. Please reject them.

George A. Riemer
Corte Bella resident
Unincorporated Maricopa County

P.S. The call to the public form onliine for this item does not work when I tried it. This really stifles public participation.

SURPRISE
ARIZONA

Billboard Signs
FS21-147

City Council

October 19, 2021

Topics of Discussion

- Sign Code Background
- Proposed code language
- Timeline
- Questions or Comments

Background (milestones)

- April 2015 through March 2018: Overhaul of the city's Sign Code
- March 6, 2018: City Council approval of the new Sign Code
- April 5, 2018: New Sign Code goes into effect
- December 2020: Recent approval of the LDO
- May 12, 2021: Outreach meeting
- July 15, 2021: Planning and Zoning Commission
- August 17, 2021: City Council continuance
- September 21, 2021: City Council Work Session

Proposed Text
(Revise Table 109-1a regarding Permitted Signs)

TABLE 109-1a PERMITTED SIGNS
(P = permitted, shaded cell = not permitted, C = conditional use permit)

Code Reference	Sign Type	Location									
		Public Rights-of-Way	Private Rights-of-Way	Single-Family	Multi-Family	Mixed-Use	Commercial and Industrial	SHD-RO	SHD-CO	Open Space	PF
109-1.9(c)(8)	Freeway Monument Signs						C				
109-1.9(c)(9)	Billboard Signs						C				

Proposed Text
(Revise Section 109-1.7.F.11 regarding Billboard Prohibition)

10. Signs placed in locations that are deemed by the city to present a hazard to public safety, obstruct clear vision in the area, or interferes with the requirements of the Americans with Disabilities Act (42 United States Code sections 12101 through 12213 and 47 United States Code sections 225 and 611);

~~11. Billboard signs.~~

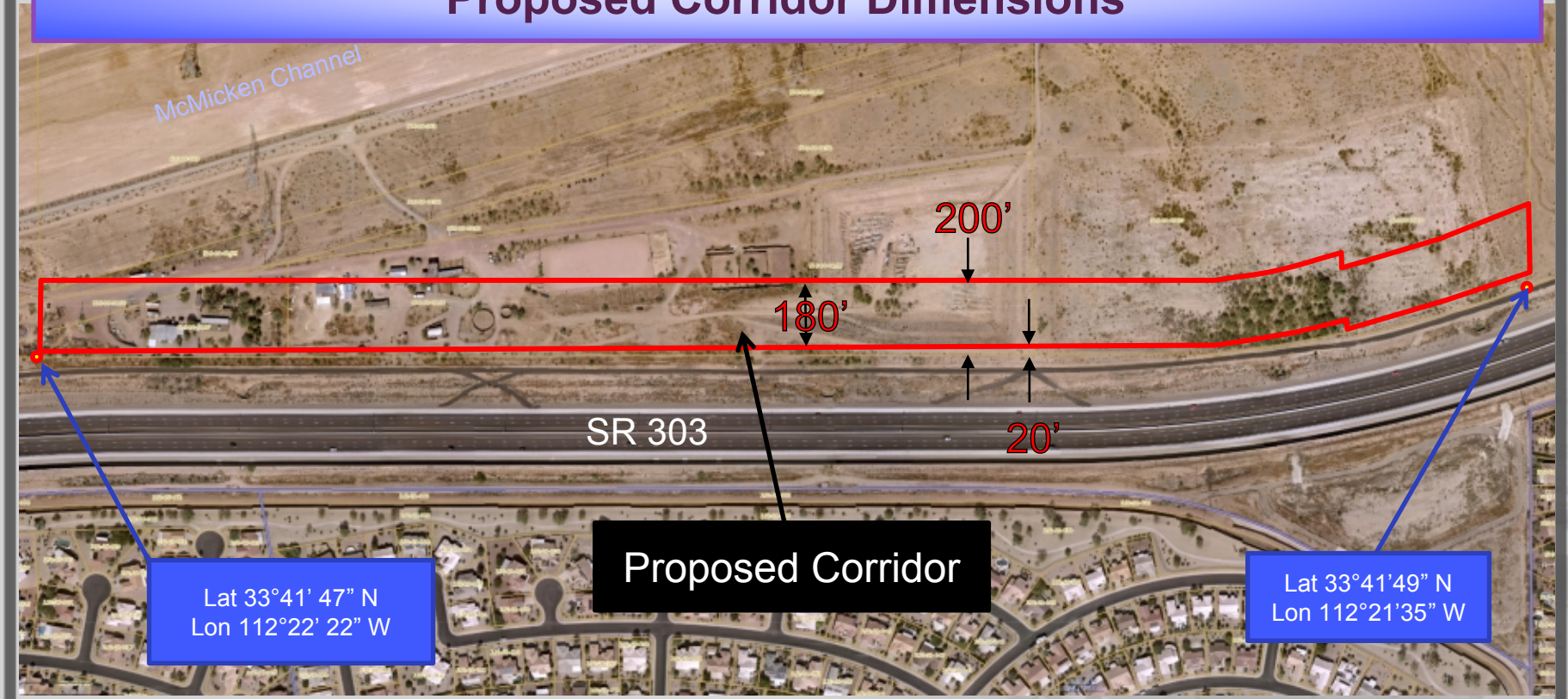
Proposed Text
(New Section 109-1.9.C.9 regarding Billboard Signs)

- 9.a – sets up the corridor
- 9.b – sets up additional locational requirements
- 9.c – sets up design requirements
- 9.d – sets up CUP requirement with P&Z approval authority

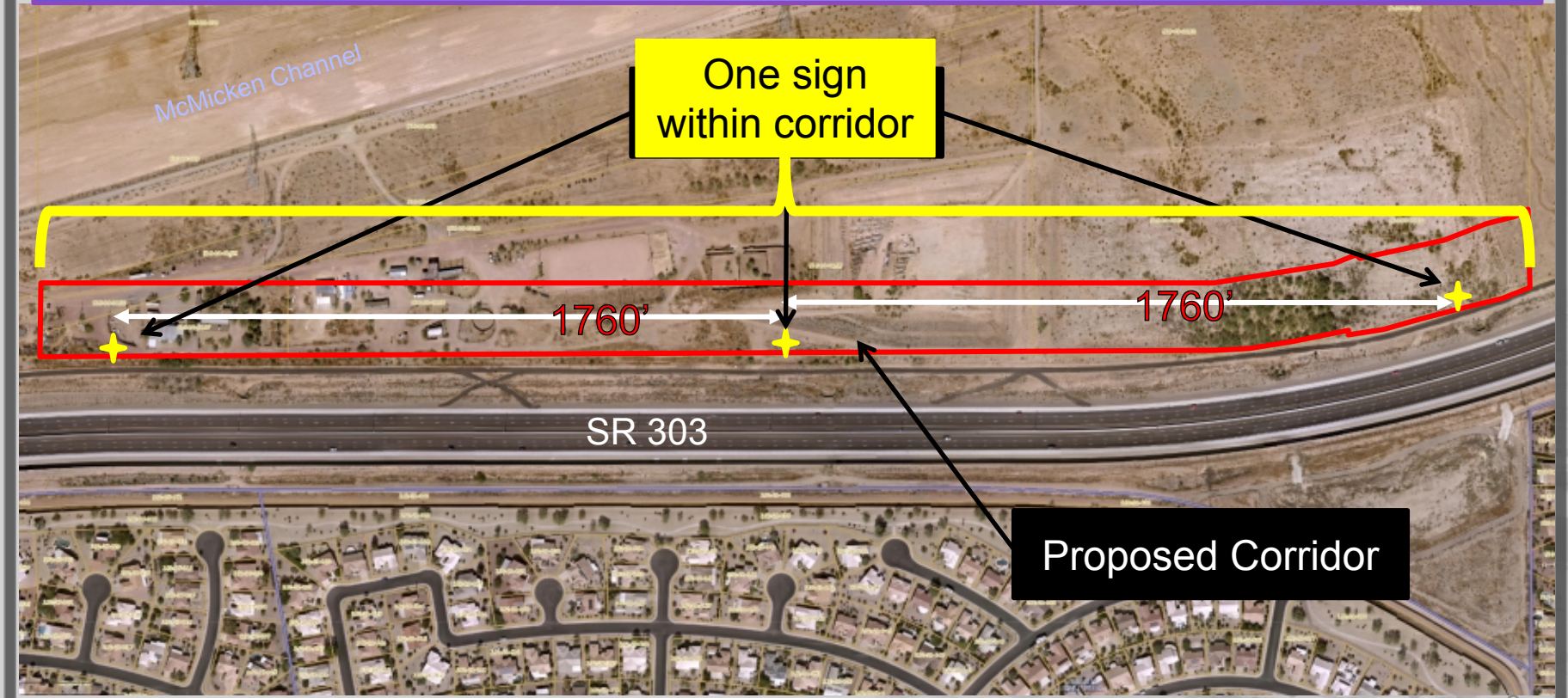


Proposed Corridor Location

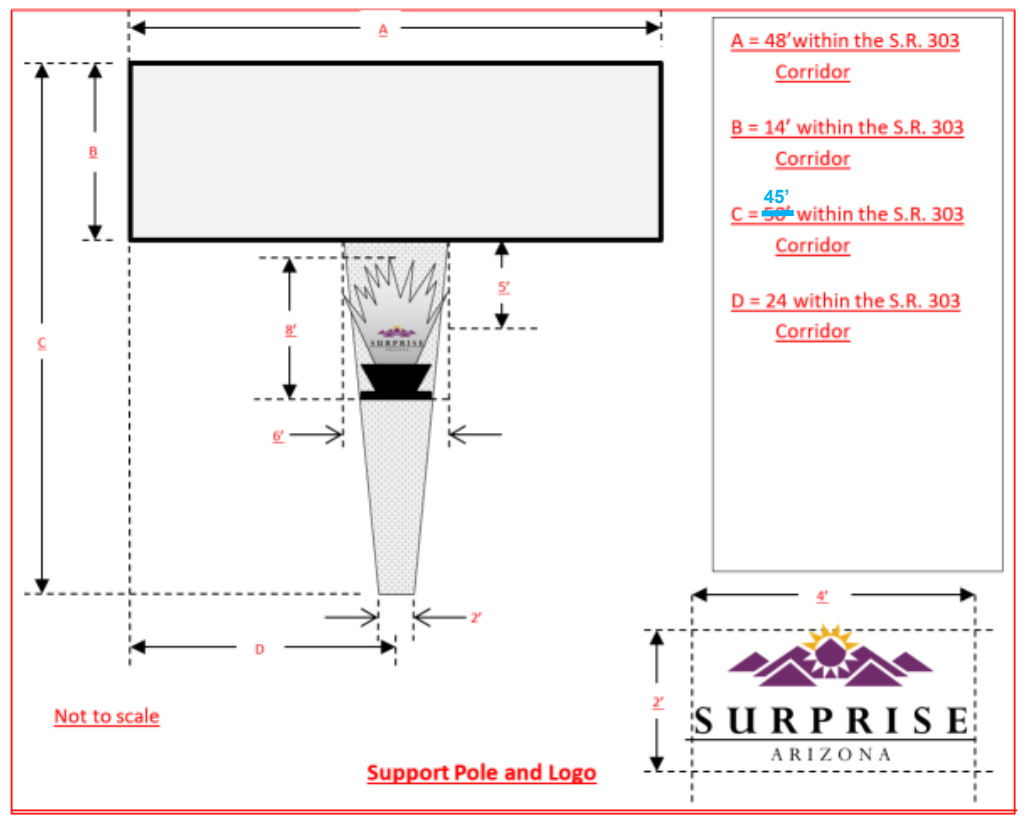
Proposed Corridor Dimensions



Potential Sign Locations



Proposed Text (New Section 109-1.9.C.9 regarding Billboard Signs)



A = 48'within the S.R. 303 Corridor

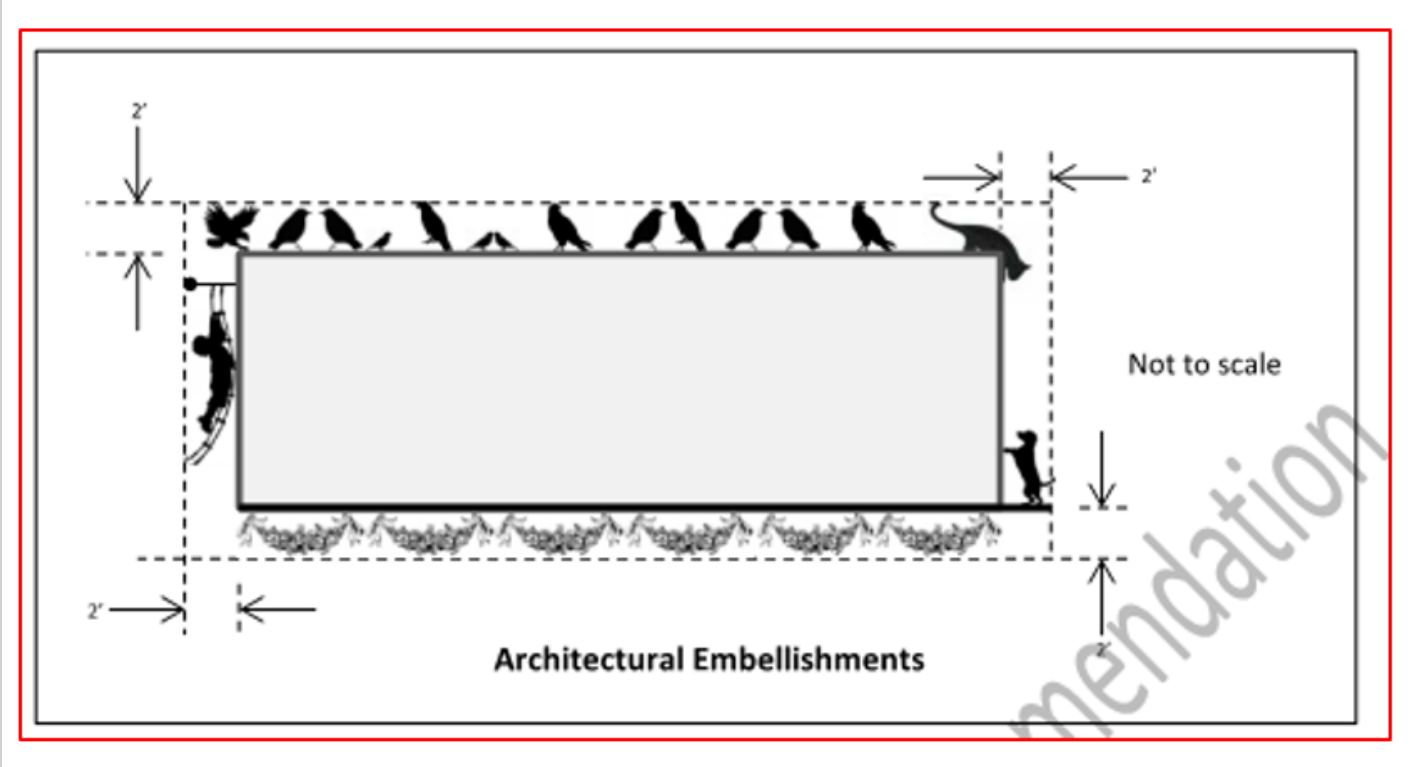
B = 14' within the S.R. 303 Corridor

C = 45' ~~58'~~ within the S.R. 303 Corridor

D = 24 within the S.R. 303 Corridor

45' max height per P&Z recommendation

Proposed Text (New Section 109-1.9.C.9 regarding Billboard Signs)



Proposed Text
(New Section 109-1.11.B.6 re: Electronic Messaging Centers)

6. When Electronic Messaging Centers are utilized in conjunction with a Billboard Sign, the sign area of the Electronic Messaging Center may encompass 100% of the allowable sign area as outlined in Paragraph 109-1.9.C.9.

Outreach

- May 12, 2021 Outreach Meeting
- Recent conversation with Corte Bella HOA
- Mounting opposition
  - 34 items
    - 5 physical look
    - 4 dark skies
    - 20 scenic view / desert beauty
    - 9 driver distraction
    - 7 no reason given
- Opposition expressed during the September 21, 2021 CCWS

Timeline

- October 19, 2021 City Council hearing
- November 28, 2021 Effective Date
  (if approved)

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 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 Minor General Plan Amendment to change approximately 107 acres of Open Space Character Area to Neighborhood Character Area, generally located north of McMicken Way and east of 147th Avenue; Resolution #2021-155; Case FS21-154.

Motion:
I move to approve Resolution #2021-155.

Background:
The subject property falls within the General Plan Open Space Character Area. The applicant proposes a minor General Plan Amendment to change the designated character area from open space to neighborhood. Following the minor general plan amendment, the applicant proposes to rezone the subject property to RH-15 PUD with a maximum density of 8 DU/Ac to allow for the development of 115 new multi-family attached and detached rental units. On September 16, 2021, the Planning and Zoning Commission passed a motion to recommend approval of the Minor General Plan Amendment, case FS21-154, to the Mayor and City Council.

Objective Analysis:
This Minor General Plan Amendment will allow the applicant to Rezone the property to RH-15 PUD to develop a bungalow-style multi-family rental development 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. 21.09.30 EVR FS21-154 - Mandou Ranch - Minor GPA - Staff Report
2. 01 - FS21-154 - Mandou Ranch - Minor GPA - Vicinity Map
3. 02 - FS21-154 - Mandou Ranch - Minor GPA Document
4. 03 - FS21-154 - Mandou Ranch - Minor GPA - Luke AFB Comments
5. 04 - FS21-154 - Mandou Ranch - Minor GPA - Citizen Participation Report - REDACTED
6. 21.09.30 EVR FS21-154 - Res 2021-155 Mandou Ranch Minor GPA
7. FS21-154 - Mandou Ranch - Minor GPA - PowerPoint

SURPRISE
ARIZONA

MINOR GENERAL PLAN AMENDMENT

REPORT TO THE CITY COUNCIL

Case:	**FS21-154**
Project Name:	Mandou Ranch
Council District:	1 – Acacia
Planning and Zoning Commission Date:	September 16, 2021
City Council Date:	**October 19, 2021**
Planner:	Sergio Angulo, Planner II

Owners:	Wittrock Land 1 LLC/ Pacific Premier Trust (Custodian)/ Wittrock Land 2 LLC/Wittrock Land 3 LLC et al Paloma Creek Water Coordinator LLC William Lyon Homes Inc. Brookfield Holdings Mercado LLC
Applicant:	Kent Xander with KAX Group LLC
Request:	Minor General Plan Amendment to change the land use designation of 107 acres from Open Space Character to Neighborhood Character.
Site Location:	Generally south of Happy Valley Road and east of 147th Avenue in a portion of Section 9, Township 4 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
Dwelling Units:	N/A
Site Size:	107 acres (approx.)
Density:	N/A
General Plan Conformance:	The proposal is consistent with the Surprise General Plan.

Support/Opposition: The applicant held a neighborhood meeting on July 19, 2021. One (1) resident of Surprise attended the meeting to ask questions and express their opinions on this project. There was no opposition to this project at the meeting.

Commission Recommendation: On September 16, 2021, the Planning and Zoning Commission passed a motion to recommend approval of the Minor General Plan Amendment case FS21-154 to the Mayor and City Council.

Project Description:

Kent Xander with KAX Group LLC requests approval of a Minor General Plan Amendment to change the land use designation on approximately 107 acres from Open Space Character to Neighborhood Character. The General Plan allows for modifications that increase or decrease the Open Space Character designated areas to be processed as minor amendments as long as the area is less than 160 acres and the change does not affect substantive portions of the Character Area Land Use plan's mixture or balance.

Background:

November 10, 2007: The City Council approved the annexation (Ordinance #07-47) of the subject property.

October 29, 2020: Staff met with the applicant to discuss the project during a regularly scheduled Concept Review meeting under CR20-656.

February 24, 2021: The applicant filed a related request for a rezoning under case FS21-154, the subject case.

July 19, 2021: The applicant held a neighborhood outreach meeting to discuss the project.

September 16, 2021: The Planning and Zoning Commission passed a motion to recommend approval of the Minor General Plan Amendment case FS21-154 to the Mayor and City Council.

Neighborhood Meeting Summary:

As noted above, the applicant held a virtual neighborhood outreach meeting on July 19, 2021, which was advertised per state law and requirements of the Surprise Unified Development Code. One (1) Resident from Surprise attended the meeting to learn about the project and to ask questions. This neighbor asked if the park site to the north was going to be a City or HOA owned park and expressed support for this project. There was no opposition to this project at the meeting. See the attached Citizen Participation Report for a full meeting summary.

Analysis and Discussion:

The area that is being modified is approximately 107 acres and is located south of the Beardsley Canal and east and west of 147th Avenue. The area covered in the proposed amendment includes two (2) privately owned parcels and Rancho Mercado residential parcels A1, A2, and A3, which have received Final Plat approval for 391 single-family dwelling units. The intent of the Open Space designation in the General Plan for this area was to preserve the Beardsley Canal and the multi-purpose regional trail that runs along the canal. When the Open Space land use boundaries were created for this area, the already approved entitlements for the Rancho Mercado parcels were not taken into consideration. This amendment will help correct that discrepancy over these 107 acres, and it is City staff's intent to correct the land use designation along the Beardsley Canal during the major general plan update process.

In conjunction with this Minor General Plan Amendment, the applicant is requesting a Zone Change on 14.47 acres (approx.) of Residential Ranch (RR) to Residential High Density (RH-15) with a Planned Unit Development (PUD) Overlay to allow for the development of a multi-family residential project. Approval of this Minor General Plan Amendment will allow the applicant to move forward with this rezone.

Utility and Services Table:

Electric:	APS
Water:	City of Surprise
Wastewater:	City of Surprise
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 Open Space Character Area. The application is requesting approval of a Minor General Plan Amendment to change the land use designation of 107 acres from Open Space to Neighborhood Character. The proposed amendment complies with the requirements of the general plan for a minor amendment.

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.

Summary:

This proposed Minor General Plan Amendment will allow for the development of Mandou Ranch.

Findings:

- The proposed land use modification is supported by the General Plan under the minor amendment process.
- The Beardsley Canal area will preserve the Open Space Character designation.

Recommendation:

On September 16, 2021, the Planning and Zoning Commission passed a motion to recommend approval of the Minor General Plan Amendment case FS21-154 to the Mayor and City Council.

However, should the City Council wish to deny the request, the City Council should make its own findings and base its decision on those alternative findings.

Attachments:

01 Vicinity Map
02 General Plan Amendment Document
03 Luke AFB Comments
04 Citizen Participation Report
05 Resolution #2021-155


Tierra Verde
Happy Valley Rd
147th Ave
Rancho Mercado
State Lands
Maricopa County
163rd Ave
Asante
Escalante
McMicken Way
SITE
Loop 303
Sun City West
Grand Ave
MINOR GPA VICINITY MAP

Narrative for MANDOU RANCH Minor General Plan Amendment Area

Case No. FS21-154
Change the General Plan Designation of Open Space Character Area to Neighborhood Character Area

107 Gross Acres

Southwest and Southeast corner of 147th Avenue (Bullard) and Beardsley Canal,
Surprise, Arizona

Prepared by: Kent A. Xander

Submitted To: City of Surprise, Arizona

Dated: February 23, 2021
Revised: April 22, 2021
Revised: May 21, 2021
Revised: June 9, 2021

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Vicinity Map…….…….…… 4

Description of Request……...……... 5

Existing General Plan Land Use Map…..…….…….……...……... Exhibit A

Proposed General Plan Land Use Map……..……..……. Exhibit B

Parcel Descriptions …….……... Exhibit C

General Plan 2035 Land Use Map ……..…..……..…..…… Exhibit D

Mandou Ranch relationship to Rancho Mercado PAD
Community Trail and Landscape Map …….…… Exhibit E

Applicant
Kent A. Xander – KAX Group
kxander@kaxgroup.com

Location and Introduction:

A Vicinity Map shown on page 4 illustrates Mandou Ranch Minor General Plan Amendment Area and location.

The Minor General Plan Amendment Area is approximately 107 gross acres and includes Mandou Ranch, property APN 503-69-003C, and Rancho Mercado Development Parcels A1, A2, and A3. Applicant is requesting to change the General Plan Designation of Open Space Character Area to Suburban Neighborhood Character Area for 107 gross acres located at the Southwest and Southeast corner 147th Avenue (Bullard) and Beardsley Canal.

The Surprise General Plan 2035, attached as **Exhibit D**, shows the subject area of the Minor General Plan Amendment Area as lying within the Open Space Character Area. Per Arizona Revised Statutes, ASLD and privately held lands with an Open Space designation may also be developed at a maximum on one dwelling unit per acre or with an alternative, economically viable land use. In order to preserve ASLD and privately held lands as Open Space, governmental acquisition of these lands must occur through purchase or trade. The Applicant is submitting a minor amendment to change the General Plan Land Use designation for the property from Open Space Character Area to Neighborhood Character Area, which supports high-density residential development at densities 8+ DU/Acre in an urban development. Mandou Ranch minor general plan amendment area complies with the General Plan in this regard.

Exhibit A depicts a map of the existing general plan of the subject property, adjacent PAD's, and vacant land. The adjacent specific general plan designations are as follows:

East
- Rancho Mercado Parcel A3 — Open Space Character Area

South
- Maricopa County Flood Control — Open Space Character Area

West
- Arizona State Land Department — Open Space Character Area

North
- North of Beardsley Canal
  Rancho Mercado Parcels A9 & A10 — Neighborhood Character Area and Open Space Character Area

Exhibit E Map shows Mandou Ranch Minor General Plan Amendment Area relationship to Rancho Mercado PAD.

VICINITY MAP

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k:\09001944\dwg\plan sets\pre-plat\09001944-02-id01.dwg Savedate:2/4/2016 2:21 PM Plotdate:2/18/2016 2:49 PM

Mandou Ranch General Plan Amendment Area

W YEARLING ROAD

HAPPY VALLEY ROAD

147TH AVE (BULLARD)

139TH AVE (LITCHFIELD) ALIGNMENT

BEARDSLEY CANAL

McMICKEN WAY

C.O.S.

MARICOPA COUNTY

A24

(NAP)

(NAP) A23 RANCHO MERCADO INVESTMENT LTD 503-54-006-F PAD

(NAP) HARRISON, DAVID A IV AND PAGET H 503-54-006-E R1-43

(NAP) KAX LLC 503-54-006-B R1-43

PAUL / RETTA DELAWARE 503-54-005-Q COUNTY R1-43

JK5 SURPRISE LLC 503-54-005-C COUNTY R1-43

ROADRUCK, SARAH TR 503-54-005-D COUNTY R1-43

TIERRA VERDE EAST

VOYAGER SURPRISE 20 LLC 503-54-013C PAD

(NAP) ROADRUCK, SARAH TR 503-54-013A R1-43

STATE TRUST LAND R1-43

KAMARATA GEORGE J/ARLENE G TR 503-69-003-B R1-43

(NAP)

(NAP) ASLD B2

(NAP) ASLD B1

(NAP) A21 ESTRELLA FWY LAKE PLEASANT LTD PARTNERSHIP 503-54-006-J PAD

(NAP) A7 RANCHO MERCADO INVESTMENT 503-69-010-H PAD

(NAP) A8 RANCHO MERCADO INVESTMENT 503-69-010-H PAD

(NAP) ASLD

(NAP) ASLD B9

(NAP) ASLD B13

RANCHO CABRILLO PARCEL A COUNTY PAD

(NAP) ASLD B16

(NAP) ASLD B17

A22 PP09

A15 A16 PP01

A17 PP02 A19

A14 PP03

A18W A18E

A19 PP04

WATER CAMPUS E.

F

A11 PP05 A12

A13 (IN SITU)

PP10

A10 (IN SITU) (SCHOOL SITE)

A9 (GRADE ONLY)

A5 PP06

A6 A

A4 PP07

A3

A1

APN No. 503-69-003C

APN No. 503-69-010N

APN No. 503-69-020E

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY 503-69-001 R1-43

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY 503-69-019 R1-43

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY 503-69-011-D R1-43

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY 503-69-009 R1-43

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY 503-53-021 COUNTY R1-43

30069

4

300 0 300 600
Scale Feet

Description of Request:

Introduction.
The applicant is requesting a change in the general plan land use designation from Open Space Character Area to Neighborhood Character Area, for 107 gross acres located at the southwest and southeast corner of Beardsley Canal and 147th Avenue (Bullard). See **page 4, Vicinity Map** for the general location.

Project Overview.
Change the general plan land use designation from Open Space Character Area to Neighborhood Character Area. See **Exhibit B**, proposed general plan land use map, and see **Exhibit C** for Parcel Descriptions included in the Minor General Plan Amendment Area.

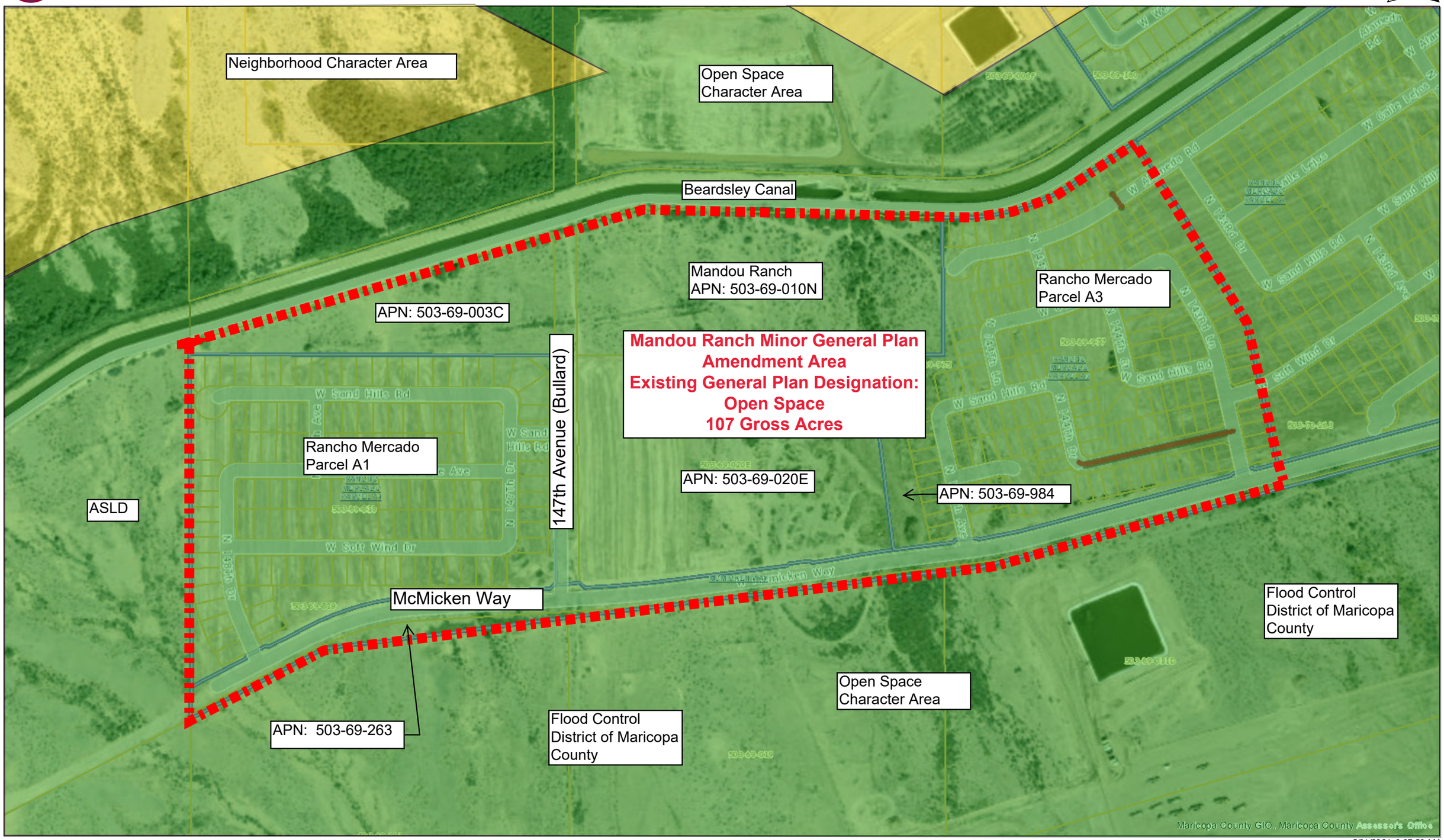
The result of the minor general plan amendment would be:

- Proposed Mandou Ranch project will be in conformance with the Surprise General Plan.

- Mandou Ranch minor general plan amendment area development will occur in a manner that is consistent with the surrounding Planned Area Developments and share in major offsite infrastructure costs with other adjacent projects.

- The development will have seamlessly been integrated and aligned with adjacent zoning, open space, pedestrian trails, drainage tracts, roads, and utilities with adjacent Rancho Mercado PAD.

EXHIBIT A
Existing General Land Use Plan Map



5/21/2021 9:07:58 AM

EXHIBIT B
Proposed General Land Use Plan Map

Neighborhood Character Area

Open Space Character Area

Beardsley Canal

Mandou Ranch
APN: 503-69-010N

Rancho Mercado Parcel A3

APN: 503-69-003C

Mandou Ranch Minor General Plan Amendment Area
Proposed General Plan Designation:
Neighborhood Character Area
107 Gross Acres

147th Avenue (Bullard)

Rancho Mercado Parcel A1

ASLD

APN: 503-69-020E

APN: 503-69-984

McMicken Way

Flood Control District of Maricopa County

Open Space Character Area

APN: 503-69-263

Flood Control District of Maricopa County

Maricopa County GIO., Maricopa County Assessor's Office

5/21/2021 9:07:58 AM

EXHIBIT C

Parcel Descriptions

1. Assessor Parcel Number: 503-69-003C
2. Assessor Parcel Number: 503-69-010N
3. Assessor Parcel Number: 503-69-263
4. Assessor Parcel Number: 503-69-984
5. Assessor Parcel Number: 503-69-020E
6. Rancho Mercado Parcel A1
7. Rancho Mercado Parcel A3

EXHIBIT D

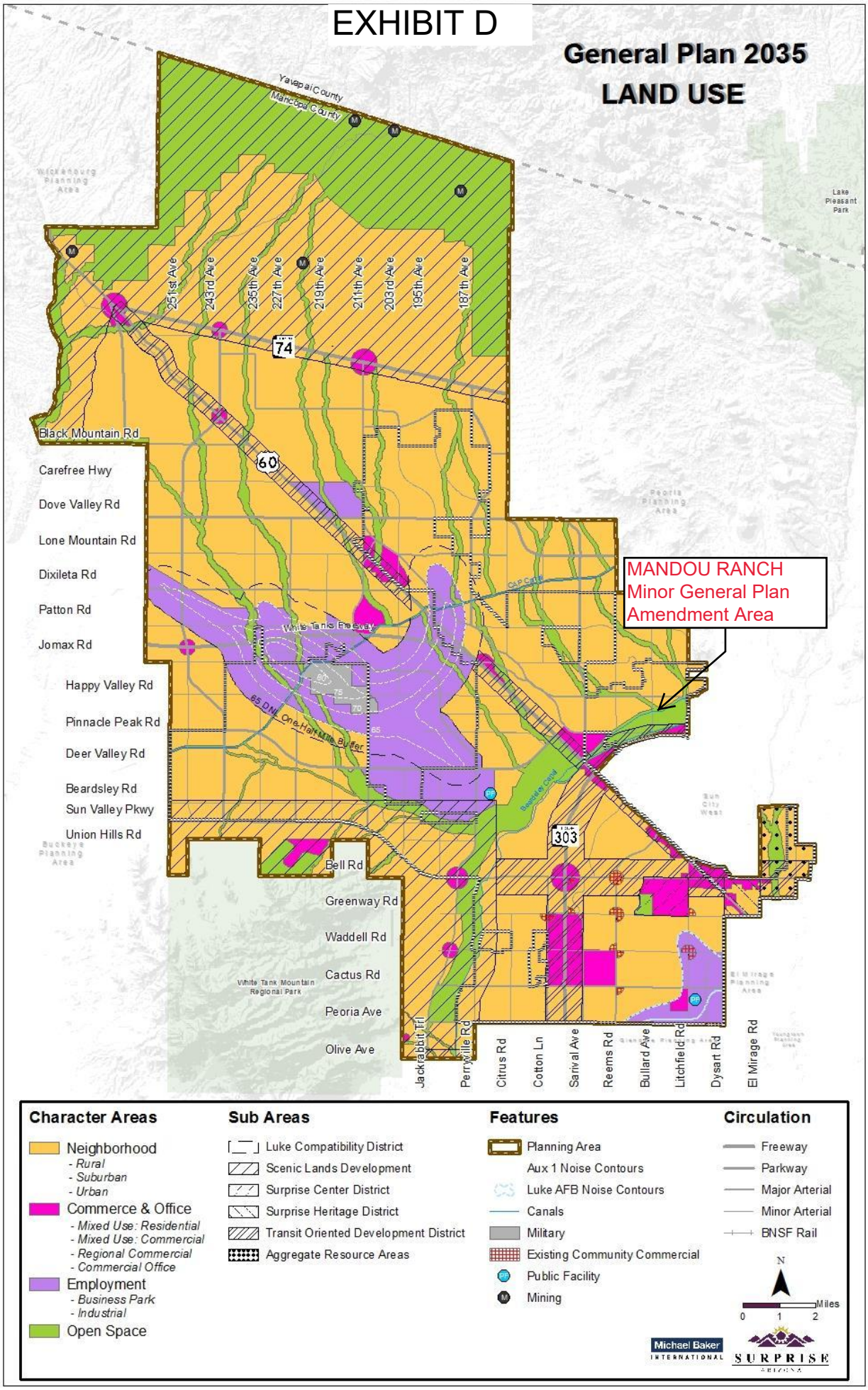
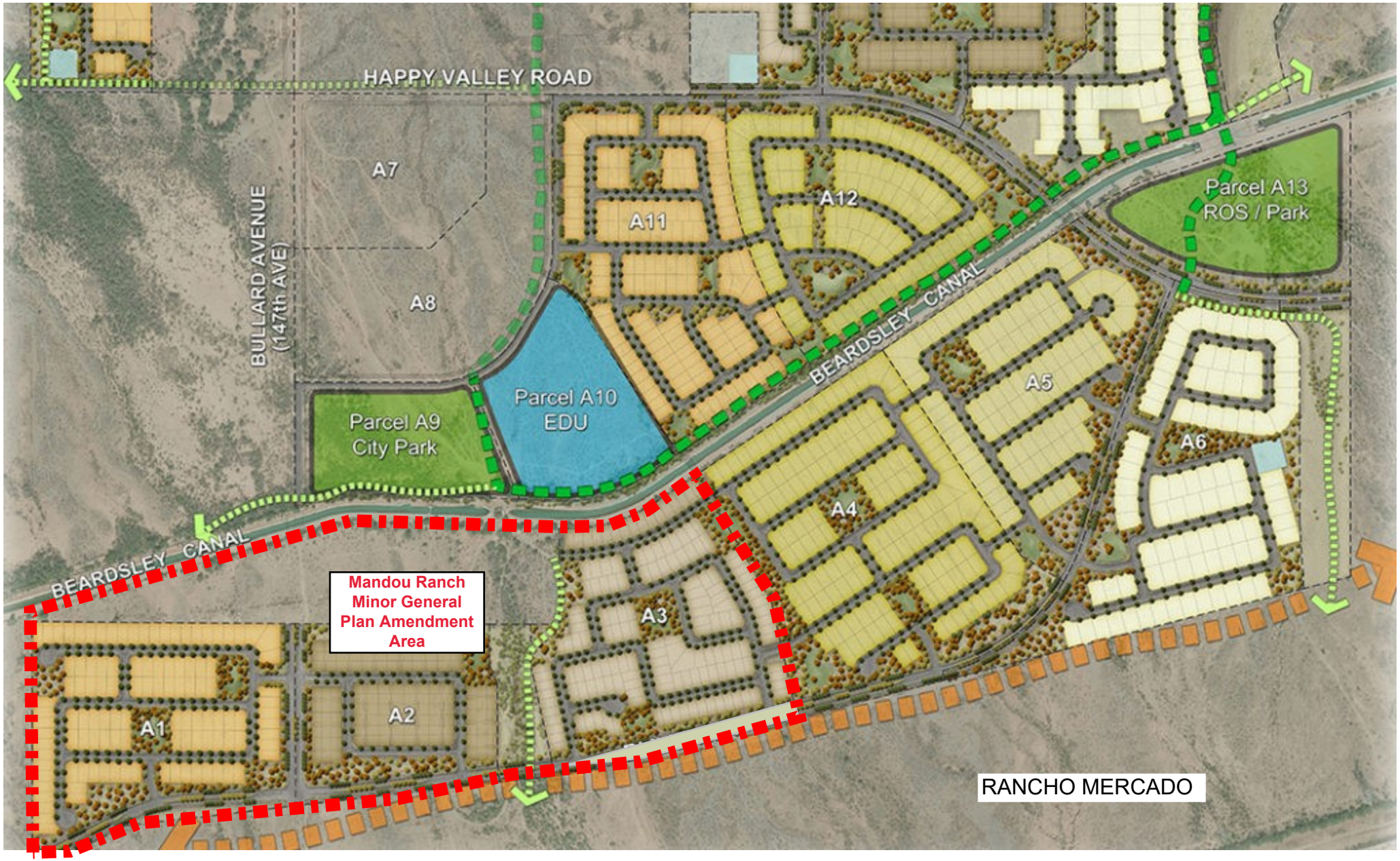

General Plan 2035
LAND USE
MANDOU RANCH
Minor General Plan
Amendment Area
Yavapai County
Maricopa County
Wickenburg Planning Area
Lake Pleasant Park
251st Ave
243rd Ave
235th Ave
227th Ave
219th Ave
211th Ave
203rd Ave
195th Ave
187th Ave
74
60
303
Black Mountain Rd
Carefree Hwy
Dove Valley Rd
Lone Mountain Rd
Dixileta Rd
Patton Rd
Jomax Rd
Happy Valley Rd
Pinnacle Peak Rd
Deer Valley Rd
Beardsley Rd
Sun Valley Pkwy
Union Hills Rd
Bell Rd
Greenway Rd
Waddell Rd
Cactus Rd
Peoria Ave
Olive Ave
Peoria Planning Area
Sun City West
Buckeye Planning Area
White Tank Mountain Regional Park
El Mirage Planning Area
White Tanks Freeway
65 DNL One-Half Mile Buffer
CAP Canal
Beardsley Canal
Jackrabbit Trl
Perryville Rd
Citrus Rd
Cotton Ln
Sarival Ave
Reems Rd
Bullard Ave
Litchfield Rd
Dysart Rd
El Mirage Rd
Character Areas
Neighborhood
- Rural
- Suburban
- Urban
Commerce & Office
- Mixed Use: Residential
- Mixed Use: Commercial
- Regional Commercial
- Commercial Office
Employment
- Business Park
- Industrial
Open Space
Sub Areas
Luke Compatibility District
Scenic Lands Development
Surprise Center District
Surprise Heritage District
Transit Oriented Development District
Aggregate Resource Areas
Features
Planning Area
Aux 1 Noise Contours
Luke AFB Noise Contours
Canals
Military
Existing Community Commercial
Public Facility
Mining
Circulation
Freeway
Parkway
Major Arterial
Minor Arterial
BNSF Rail
N
Miles
0 1 2
Michael Baker INTERNATIONAL
SURPRISE ARIZONA

EXHIBIT E


HAPPY VALLEY ROAD
BULLARD AVENUE (147th AVE)
A7
A8
A11
A12
Parcel A13 ROS / Park
Parcel A9 City Park
Parcel A10 EDU
BEARDSLEY CANAL
BEARDSLEY CANAL
A5
A6
A4
A3
A2
A1
Mandou Ranch Minor General Plan Amendment Area
RANCHO MERCADO

From: Lorraine Nevarez
To: "Kent Xander"
Subject: FW: FS21-154 Mandou Ranch - Luke AFB Comments
Date: Tuesday, March 2, 2021 8:22:39 AM

Kent,
Below you will find the comments from Luke AFB regarding the above referenced plan. Please direct all questions to the contact information listed below.
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**

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE
Sent: Tuesday, March 2, 2021 7:55 AM
To: Lorraine Nevarez
Cc: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>
Subject: RE: FS21-154 Mandou Ranch New Submittal

Lorraine,

Thank you for allowing Luke AFB to make comments on the Mandou Ranch Application. This rezone with PUD overlay application is to rezone parcel 503-69-010N. The site is located approximately 5 miles outside the 2004 Aux-1 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

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

TIFFANY & BOSCO P.A.

Mandou Ranch

General Plan Amendment and Zoning Case

Citizen Participation Plan

Updated July 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 Minor General Plan Amendment Area is approximately 107 gross acres and includes Mandou Ranch, property APN 503-69-003C, and Rancho Mercado Development Parcels A1, A2, and A3. Applicant is requesting to change the General Plan Designation of Open Space Character Area to Suburban Neighborhood Character Area for 107 gross acres located at the Southwest and Southeast corner 147th Avenue (Bullard) and Beardsley Canal. The Applicant requests approval of a Zone Change for 14.4726 gross acres from Residential Ranch (RR) to RH-15 PUD Overlay located at the Southeast corner 147th Avenue and Beardsley Canal and 147th Avenue.

We met the City's notification requirements, which are:

- Notice of the citizen review meeting shall be provided by the planning and zoning division in the form of a public notice to the following, when applicable:
    - The notice shall be published at least once in a newspaper of general circulation published or circulated in the municipality at least 15 days prior to the meeting date.

City initiated.

- For applications involving rezoning of land which abuts other municipalities or unincorporated areas of the county or a combination thereof, copies of the notice shall be transmitted to the planning agency of such governmental unit butting such land. **City initiated.**
- For applications involving rezoning, subdividing, planned unit developments, site plans with uses permitted on a conditional basis, and legislative matters, all real property owners within a 200-foot or 300-foot radius, the city shall send copies of the notice by first class mail, no less than seven days prior to the hearing. We noticed at 300 feet. **City initiated.**
- Any village committee or special community group which is located in the area of the proposed public hearing request or has considerable interest in the nature of the application; **See City initiated list.**
- The head of any homeowner's association or registered neighborhood within the public notice area established in item (3) indicated above. **See City initiated list.**

Site Posting

The site was posted on July 3, 2021, to alert interested citizens and stakeholders of our upcoming combined virtual and in-person open house on July 19, 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.

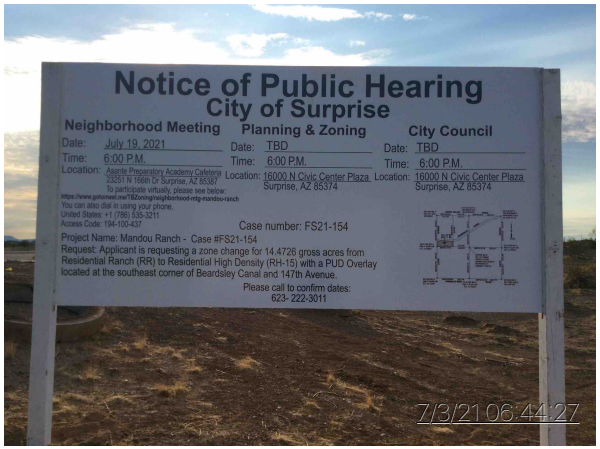
Participation Report.

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 (1) in-person attendee and one participant virtually. The sign-in sheets are attached at ***Tab 2***. Councilman Roland Winters was present along with City staff, Lloyd Abrams, and Sergio Angulo. The discussion topics included:

- Is the Park north of Mandau Ranch going to be HOA or City owned?

There was 1 (one) comment card left behind at this open house, please refer to ***Tab 3***. We have been working cooperatively with City staff on the general plan amendment 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
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-mandou-ranch
You can also dial in using your phone.
United States: +1 (786) 535-3211
Access Code: 194-100-437
Case number: FS21-154
Project Name: Mandou Ranch - Case #FS21-154
Request: Applicant is requesting a zone change for 14.4726 gross acres from Residential Ranch (RR) to Residential High Density (RH-15) with a PUD Overlay located at the southeast corner of Beardsley Canal and 147th Avenue.
Please call to confirm dates:
623- 222-3011
7/3/21 06:44:27


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
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United States: +1 (786) 535-3211
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Request: Applicant is requesting a zone change for 14.4726 gross acres from Residential High Density (RH-15) with a PUD Overlay located at the southeast corner of Beardsley Canal and 147th Avenue.
Please call to confirm dates:
623- 222-3011
7/3/21 06:44:58


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
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Case number: FS21-154
Project Name: Mandou Ranch - Case #FS21-154
General Plan Amendment Request: Applicant is requesting to change the General Plan Designation of Open Space Character Area to Suburban Neighborhood Character Area for 107 gross acres located at the Southwest and Southeast corner 147th Avenue (Bullard) and Beardsley Canal.
Please call to confirm dates:
623- 222-3011
7/3/21 06:45:35


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
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https://www.gotomeet.me/TBZoning/neighborhood-mtg-mandou-ranch
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Please call to confirm dates:
623- 222-3011
7/3/21 06:45:52


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-mandou-ranch
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United States: +1 (786) 535-3211
Access Code: 194-100-437
Case number: FS21-154
Project Name: Mandou Ranch - Case #FS21-154
General Plan Amendment Request: Applicant is requesting to change the General Plan Designation of Open Space Character Area to Suburban Neighborhood Character Area for 107 gross acres located at the Southwest and Southeast corner 147th Avenue (Bullard) and Beardsley Canal.
Please call to confirm dates:
623- 222-3011
7/3/21 07:24:29


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-mandou-ranch
You can also dial in using your phone.
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Access Code: 194-100-437
Case number: FS21-154
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Please call to confirm dates:
623- 222-3011
7/3/21 07:24:50


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
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United States: +1 (786) 535-3211
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Case number: FS21-154
Project Name: Mandou Ranch - Case #FS21-154
Request: Applicant is requesting a zone change for 14.4726 gross acres from Residential Ranch (RR) to Residential High Density (RH-15) with a PUD Overlay located at the southeast corner of Beardsley Canal and 147th Avenue.
Please call to confirm dates:
623- 222-3011
7/3/21 07:25:19


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-mandou-ranch
You can also dial in using your phone.
United States: +1 (786) 535-3211
Access Code: 194-100-437
Case number: FS21-154
Project Name: Mandou Ranch - Case #FS21-154
Request: Applicant is requesting a zone change for 14.4726 gross acres from Residential Ranch (RR) to Residential High Density (RH-15) with a PUD Overlay located at the southeast corner of Beardsley Canal and 147th Avenue.
Please call to confirm dates:
623- 222-3011
7/3/21 07:26:00

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS21-154

Applicant Name:

Location: Southeast corner of Beardsley Canal and 147th Avenue

Date Site Posted: July 3rd, 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 — 7-3-2021

Applicant/Representative Signature — Date

This instrument was acknowledged before me on this 3rd day of July, 2021, and by Maria Hitt. I witness whereof I hereunto set my hand and official seal.

Marybeth Conrad
Notary Public

10.25.2024
My commission expires

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 594646
My Comm. Expires Oct 25, 2024

TAB 2

FS21-154
Mandou Ranch
Applicant: Tiffany Bosco, P.A.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 7/19/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
Cindy Cepen	[redacted]		

FS21-154
Mandou Ranch
Applicant: Tiffany Bosco, P.A.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 7/19/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
Roland Winters	City of Surprise	[redacted]	

TAB 3

COMMENT CARD

NAME: Andy Cepon

ADDRESS: [redacted] Surprise AZ

COMMENT: 8 units per acre to match surrounding properties. Good use of open space with a proposed park (Rancho Mercado) across the street to the North. Support changes.

Please Send Comment Card or Contact Us with Additional Comments or Questions

Kurt Jones
2525 E Camelback Road – Seventh Floor
Phoenix, AZ 85016
602-452-2729, kajones@tblaw.com

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING
(Sign modification)

Application No: FS21-154

Applicant Name: _____.

Location: Southeast corner of Beardsley Canal and 147th Avenue

Date Site Posted: July 3rd, 2021 sign modified: August 18th, 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 8.18.2021

Applicant/Representative Signature Date

This instrument was acknowledged before me on this 18th day of August, 2021, and by Maria Hitt. I witness whereof I hereunto set my hand and official seal.

MaryBeth Conrad
Notary Public

10.25.2024
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning andZoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: September 16, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: October 19, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-mandou-ranch
You can also dial in using your phone.
United States: +1 (786) 535-3211
Access Code: 194-100-437
Case number: FS21-154
Project Name: Mandou Ranch - Case #FS21-154
Request: Applicant is requesting a zone change for 14.4726 gross acres from Residential Ranch (RR) to Residential High Density (RH-15) with a PUD Overlay located at the southeast corner of Beardsley Canal and 147th Avenue.
Please call to confirm dates:
623- 222-3011
8/18/21 08:21:42


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: September 16, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
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Please call to confirm dates:
623- 222-3011
8/18/21 08:22:03


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: September 16, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: October 19, 2021
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Please call to confirm dates:
623- 222-3011
8/18/21 08:22:32


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
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Time: 6:00 P.M.
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Planning & Zoning
Date: September 16, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: October 19, 2021
Time: 6:00 P.M.
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623- 222-3011
8/18/21 08:22:53


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
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Planning & Zoning
Date: September 16, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: October 19, 2021
Time: 6:00 P.M.
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Please call to confirm dates:
623- 222-3011
8/18/21 08:59:50


Notice of Public Hearing
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Neighborhood Meeting
Date: July 19, 2021
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Planning & Zoning
Date: September 16, 2021
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City Council
Date: October 19, 2021
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Please call to confirm dates:
623- 222-3011
8/18/21 09:00:05


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
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Planning & Zoning
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Please call to confirm dates:
623- 222-3011
8/18/21 09:00:29


Notice of Public Hearing
City of Surprise
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City Council
Date: October 19, 2021
Time: 6:00 P.M.
Location: 16000N Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-mandou-ranch
You can also dial in using your phone.
United States: +1 (786) 535-3211
Access Code: 194-100-437
Case number: FS21-154
Project Name: Mandou Ranch - Case #FS21-154
General Plan Amendment Request: Applicant is requesting to change the General Plan Designation of Open Space Character Area to Suburban Neighborhood Character Area for 107 gross acres located at the Southwest and Southeast corner 147th Avenue (Bullard) and Beardsley Canal.
Please call to confirm dates:
623- 222-3011
8/18/21 09:00:41

RESOLUTION # 2021-155

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A MINOR GENERAL PLAN AMENDMENT TO THE SURPRISE GENERAL PLAN 2035, FOR 160 ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF THE BEARDSLEY CANAL, EAST AND WEST OF 147TH AVENUE (MANDOU RANCH).

WHEREAS, on November 5, 2013, the Surprise electorate ratified the Surprise General Plan 2035;

WHEREAS, on December 19, 2015, the Mayor and City Council approved a Major General Plan Amendment to refine the Village planning concept into a Character Area planning approach;

WHEREAS, the General Plan Land Use Map identifies the subject site as Open Space Character Area;

WHEREAS, the Surprise General Plan 2035 allows for modifications that increase or decrease the Open Space Character designated areas to be processed as minor amendments as long as the area is less than 160 acres and the change does not affect substantive portions of the Character Area Land Use plan's mixture or balance;

WHEREAS, this amendment changes the Land Use designation of 106 acres from Open Space to Neighborhood Character Area; and

WHEREAS, this amendment advances the overall intent of the Surprise General Plan 2035.

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

Section 1. That the Minor General Plan Amendment for Mandou Ranch, a copy of which is on file in the Community Development Department and attached hereto as ***Exhibit A***, is hereby approved.

[SIGNATURES ON FOLLOWING PAGE]

APPROVED AND ADOPTED this _____day of _____, 2021.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

Narrative for MANDOU RANCH Minor General Plan Amendment Area

Case No. FS21-154
Change the General Plan Designation of Open Space Character Area to Neighborhood Character Area

107 Gross Acres

Southwest and Southeast corner of 147th Avenue (Bullard) and Beardsley Canal,
Surprise, Arizona

Prepared by: Kent A. Xander

Submitted To: City of Surprise, Arizona

Dated: February 23, 2021
Revised: April 22, 2021
Revised: May 21, 2021
Revised: June 9, 2021

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Existing General Plan Land Use Map…..…….……...……... Exhibit A

Proposed General Plan Land Use Map……..……..……. Exhibit B

Parcel Descriptions ……..……... Exhibit C

General Plan 2035 Land Use Map ……..…….……..…..…… Exhibit D

Mandou Ranch relationship to Rancho Mercado PAD
Community Trail and Landscape Map …….…… Exhibit E

Applicant
Kent A. Xander – KAX Group
kxander@kaxgroup.com

Location and Introduction:

A Vicinity Map shown on page 4 illustrates Mandou Ranch Minor General Plan Amendment Area and location.

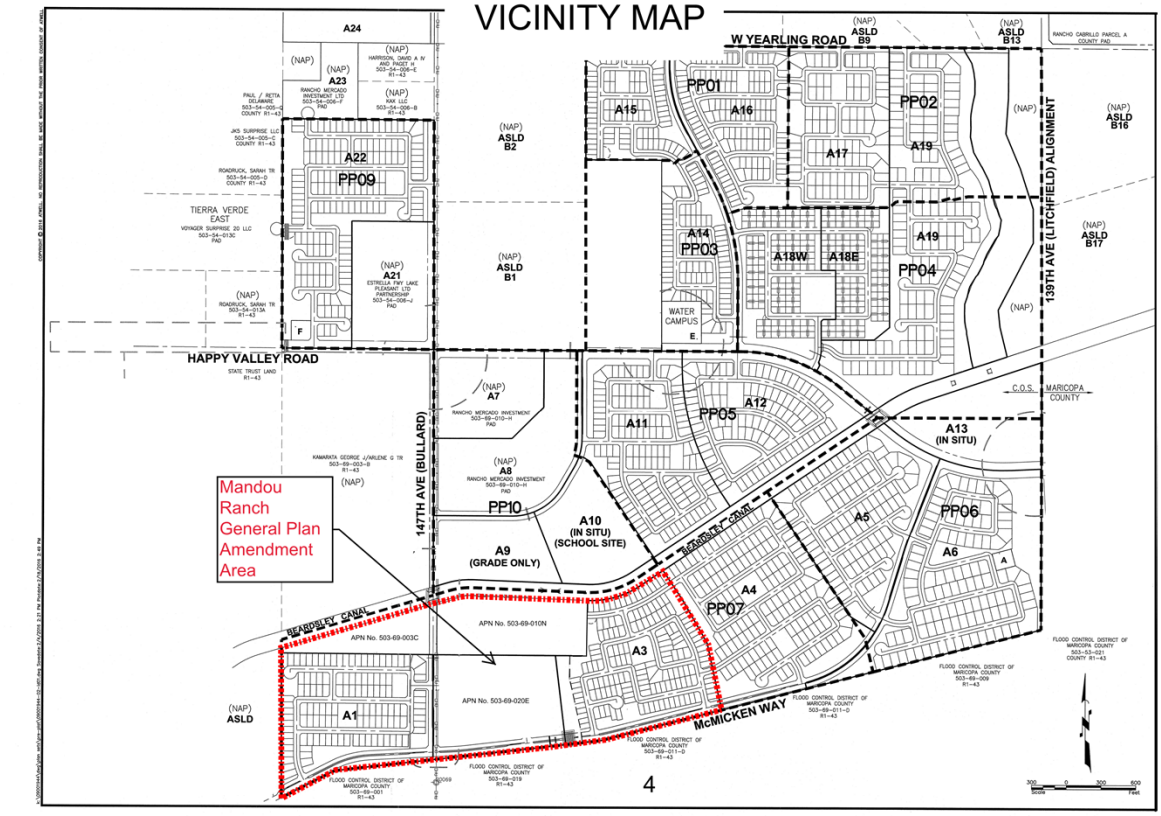
The Minor General Plan Amendment Area is approximately 107 gross acres and includes Mandou Ranch, property APN 503-69-003C, and Rancho Mercado Development Parcels A1, A2, and A3. Applicant is requesting to change the General Plan Designation of Open Space Character Area to Suburban Neighborhood Character Area for 107 gross acres located at the Southwest and Southeast corner 147th Avenue (Bullard) and Beardsley Canal.

The Surprise General Plan 2035, attached as **Exhibit D**, shows the subject area of the Minor General Plan Amendment Area as lying within the Open Space Character Area. Per Arizona Revised Statutes, ASLD and privately held lands with an Open Space designation may also be developed at a maximum on one dwelling unit per acre or with an alternative, economically viable land use. In order to preserve ASLD and privately held lands as Open Space, governmental acquisition of these lands must occur through purchase or trade. The Applicant is submitting a minor amendment to change the General Plan Land Use designation for the property from Open Space Character Area to Neighborhood Character Area, which supports high-density residential development at densities 8+ DU/Acre in an urban development. Mandou Ranch minor general plan amendment area complies with the General Plan in this regard.

Exhibit A depicts a map of the existing general plan of the subject property, adjacent PAD's, and vacant land. The adjacent specific general plan designations are as follows:

East	
• Rancho Mercado Parcel A3	Open Space Character Area
South	
• Maricopa County Flood Control	Open Space Character Area
West	
• Arizona State Land Department	Open Space Character Area
North	
• North of Beardsley Canal Rancho Mercado Parcels A9 & A10	Neighborhood Character Area and Open Space Character Area

Exhibit E Map shows Mandou Ranch Minor General Plan Amendment Area relationship to Rancho Mercado PAD.



Resolution No. 2021-155
RFLS #7988
Rev 09/21

Description of Request:

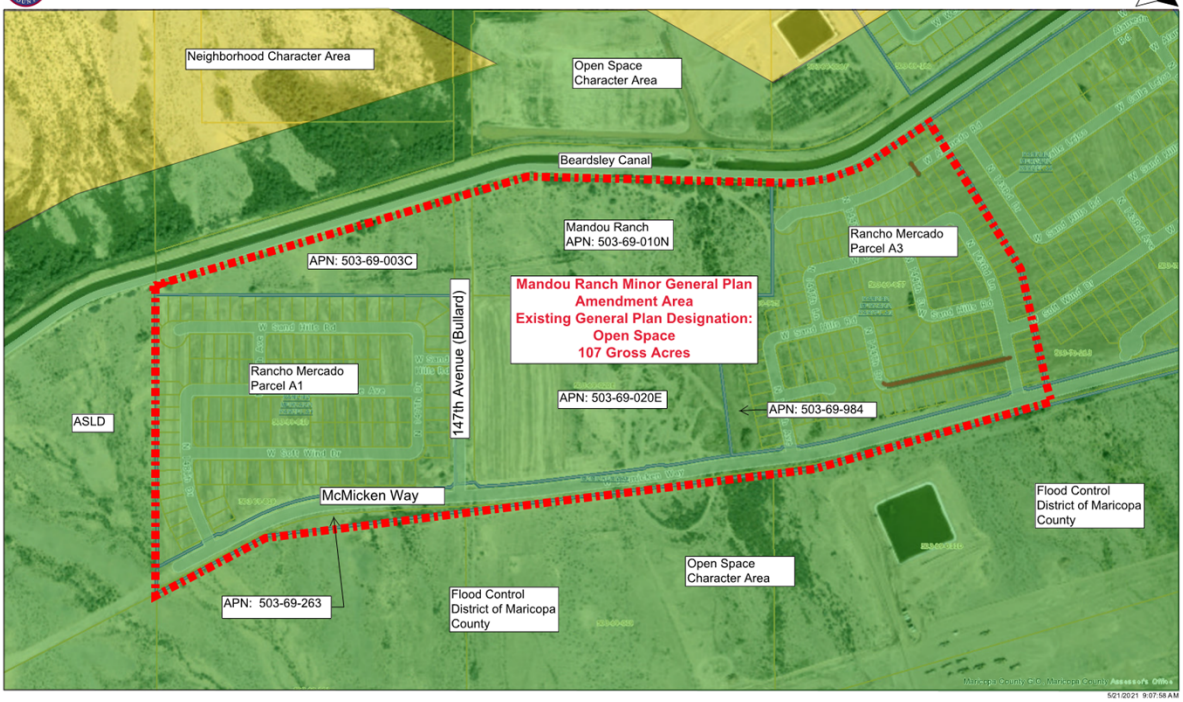
Introduction.
The applicant is requesting a change in the general plan land use designation from Open Space Character Area to Neighborhood Character Area, for 107 gross acres located at the southwest and southeast corner of Beardsley Canal and 147th Avenue (Bullard). See **page 4, Vicinity Map** for the general location.

Project Overview.
Change the general plan land use designation from Open Space Character Area to Neighborhood Character Area. See **Exhibit B**, proposed general plan land use map, and see **Exhibit C** for Parcel Descriptions included in the Minor General Plan Amendment Area.

The result of the minor general plan amendment would be:

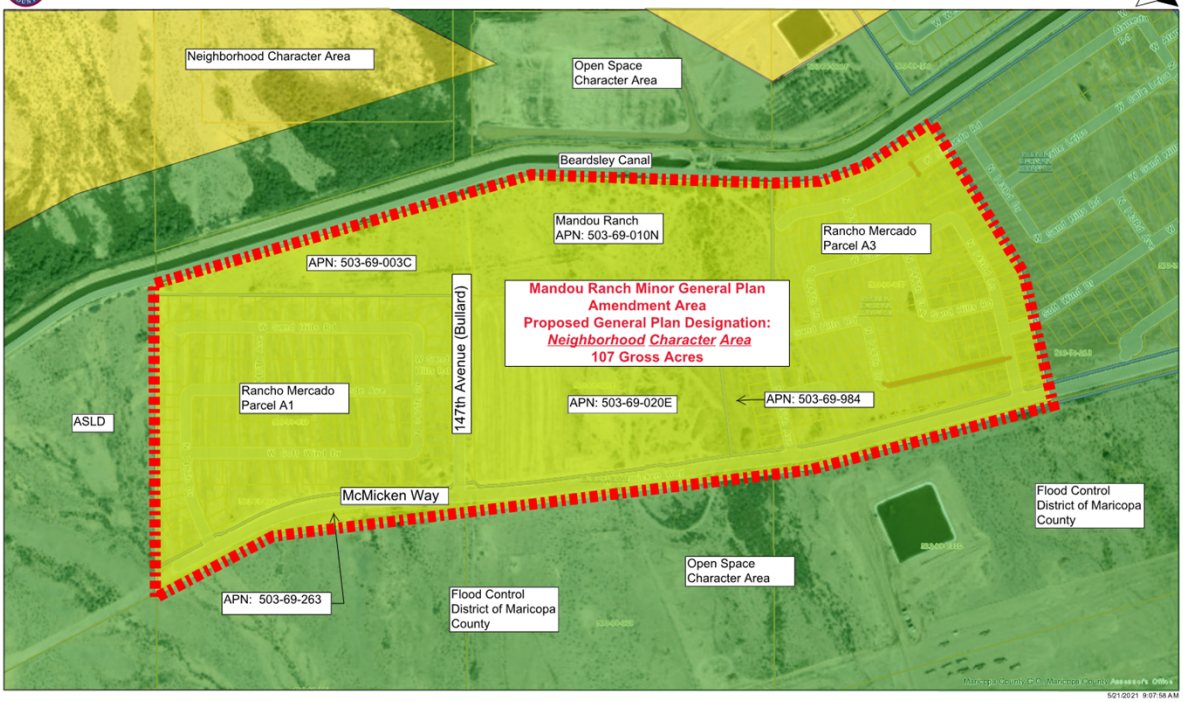
- Proposed Mandou Ranch project will be in conformance with the Surprise General Plan.
- Mandou Ranch minor general plan amendment area development will occur in a manner that is consistent with the surrounding Planned Area Developments and share in major offsite infrastructure costs with other adjacent projects.
- The development will have seamlessly been integrated and aligned with adjacent zoning, open space, pedestrian trails, drainage tracts, roads, and utilities with adjacent Rancho Mercado PAD.

EXHIBIT A
Existing General Land Use Plan Map



Resolution No. 2021-155
RFLS #7988
Rev 09/21

EXHIBIT B
Proposed General Land Use Plan Map



Resolution No. 2021-155
RFLS #7988
Rev 09/21

EXHIBIT C

Parcel Descriptions

1. Assessor Parcel Number: 503-69-003C
2. Assessor Parcel Number: 503-69-010N
3. Assessor Parcel Number: 503-69-263
4. Assessor Parcel Number: 503-69-984
5. Assessor Parcel Number: 503-69-020E
6. Rancho Mercado Parcel A1
7. Rancho Mercado Parcel A3

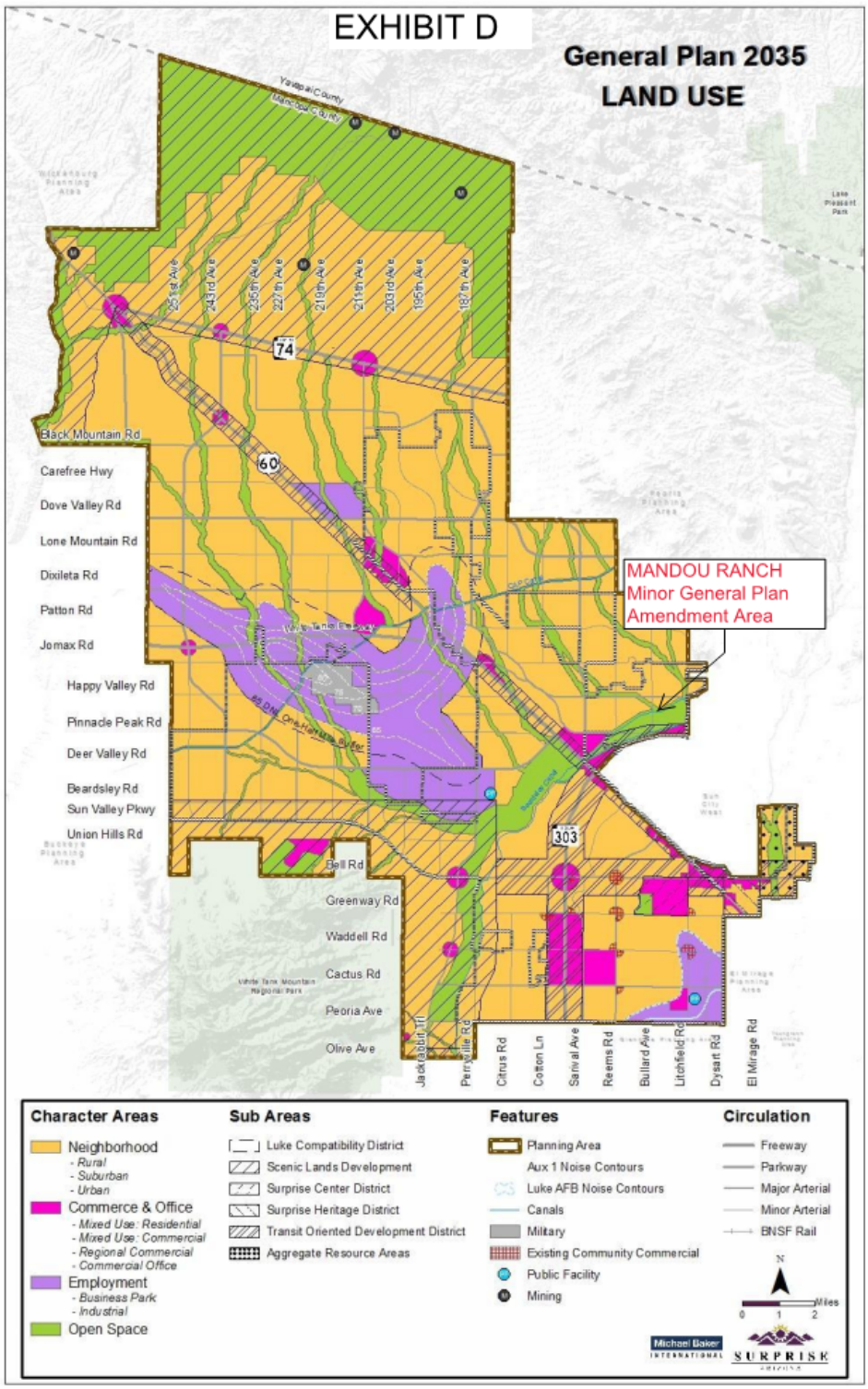
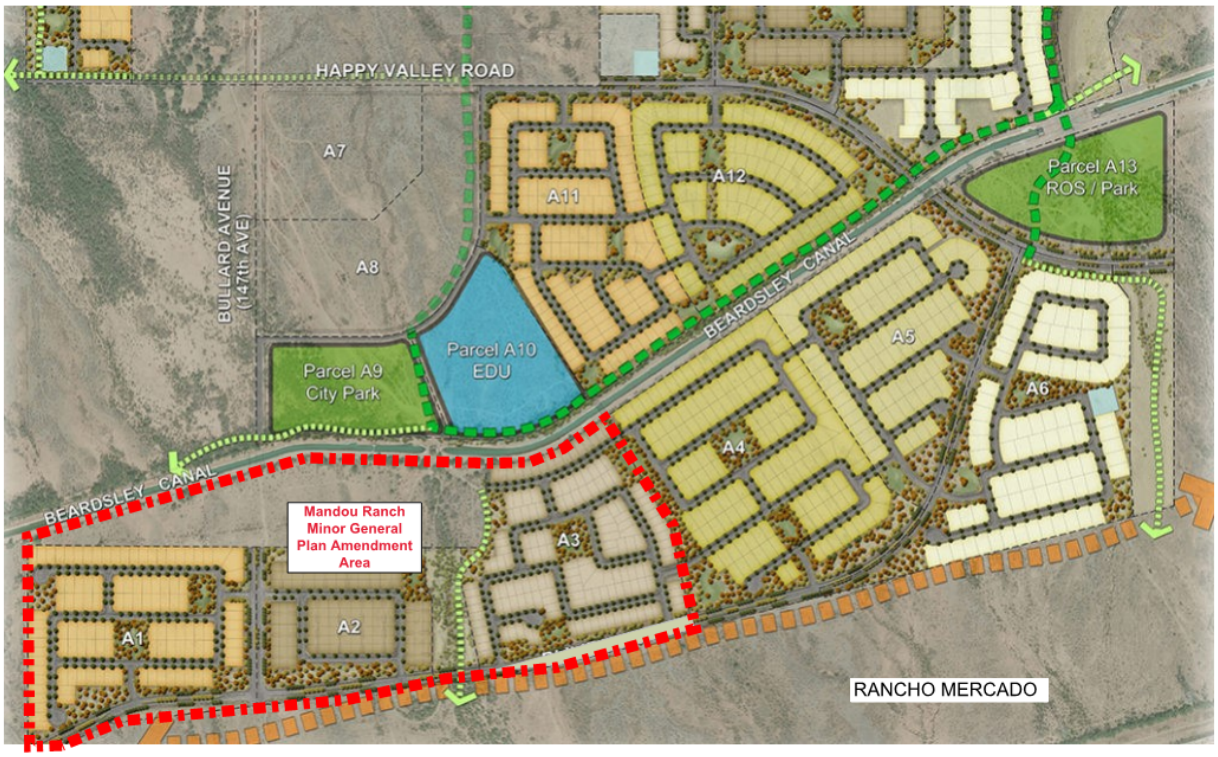

EXHIBIT D
General Plan 2035
LAND USE
MANDOU RANCH
Minor General Plan
Amendment Area
Black Mountain Rd
Carefree Hwy
Dove Valley Rd
Lone Mountain Rd
Dixileta Rd
Patton Rd
Jomax Rd
Happy Valley Rd
Pinnacle Peak Rd
Deer Valley Rd
Beardsley Rd
Sun Valley Pkwy
Union Hills Rd
Bell Rd
Greenway Rd
Waddell Rd
Cactus Rd
Peoria Ave
Olive Ave
Character Areas
Neighborhood
- Rural
- Suburban
- Urban
Commerce & Office
- Mixed Use: Residential
- Mixed Use: Commercial
- Regional Commercial
- Commercial Office
Employment
- Business Park
- Industrial
Open Space
Sub Areas
Luke Compatibility District
Scenic Lands Development
Surprise Center District
Surprise Heritage District
Transit Oriented Development District
Aggregate Resource Areas
Features
Planning Area
Aux 1 Noise Contours
Luke AFB Noise Contours
Canals
Military
Existing Community Commercial
Public Facility
Mining
Circulation
Freeway
Parkway
Major Arterial
Minor Arterial
BNSF Rail
Michael Baker INTERNATIONAL
SURPRISE

EXHIBIT E


HAPPY VALLEY ROAD
BULLARD AVENUE (147th AVE)
A7
A8
A11
A12
Parcel A13 ROS / Park
BEARDSLEY CANAL
Parcel A9 City Park
Parcel A10 EDU
A5
A6
A4
BEARDSLEY CANAL
Mandou Ranch Minor General Plan Amendment Area
A3
A1
A2
RANCHO MERCADO

SURPRISE
ARIZONA

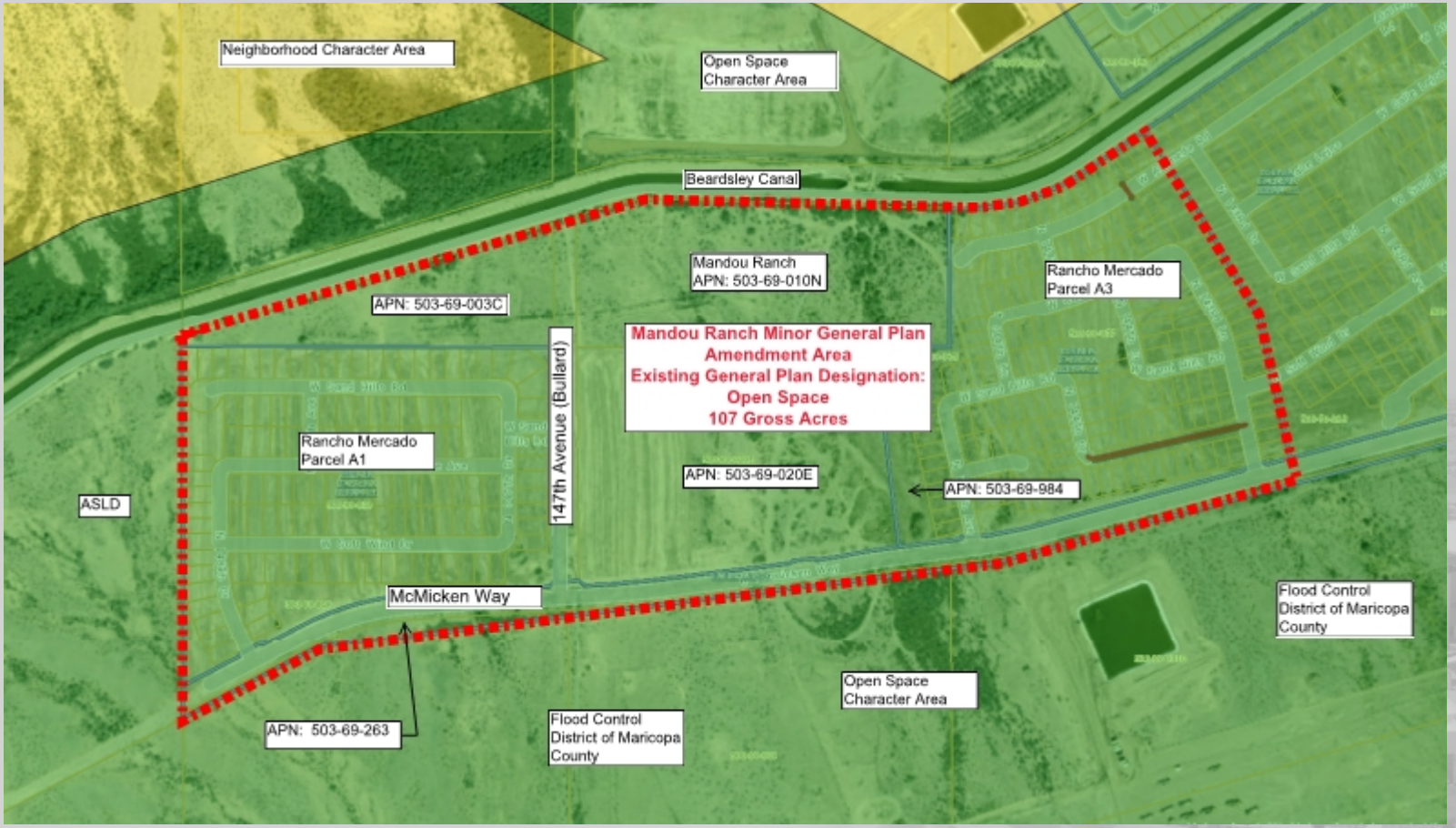
FS21-154
Mandou Ranch
Minor General Plan Amendment

City Council

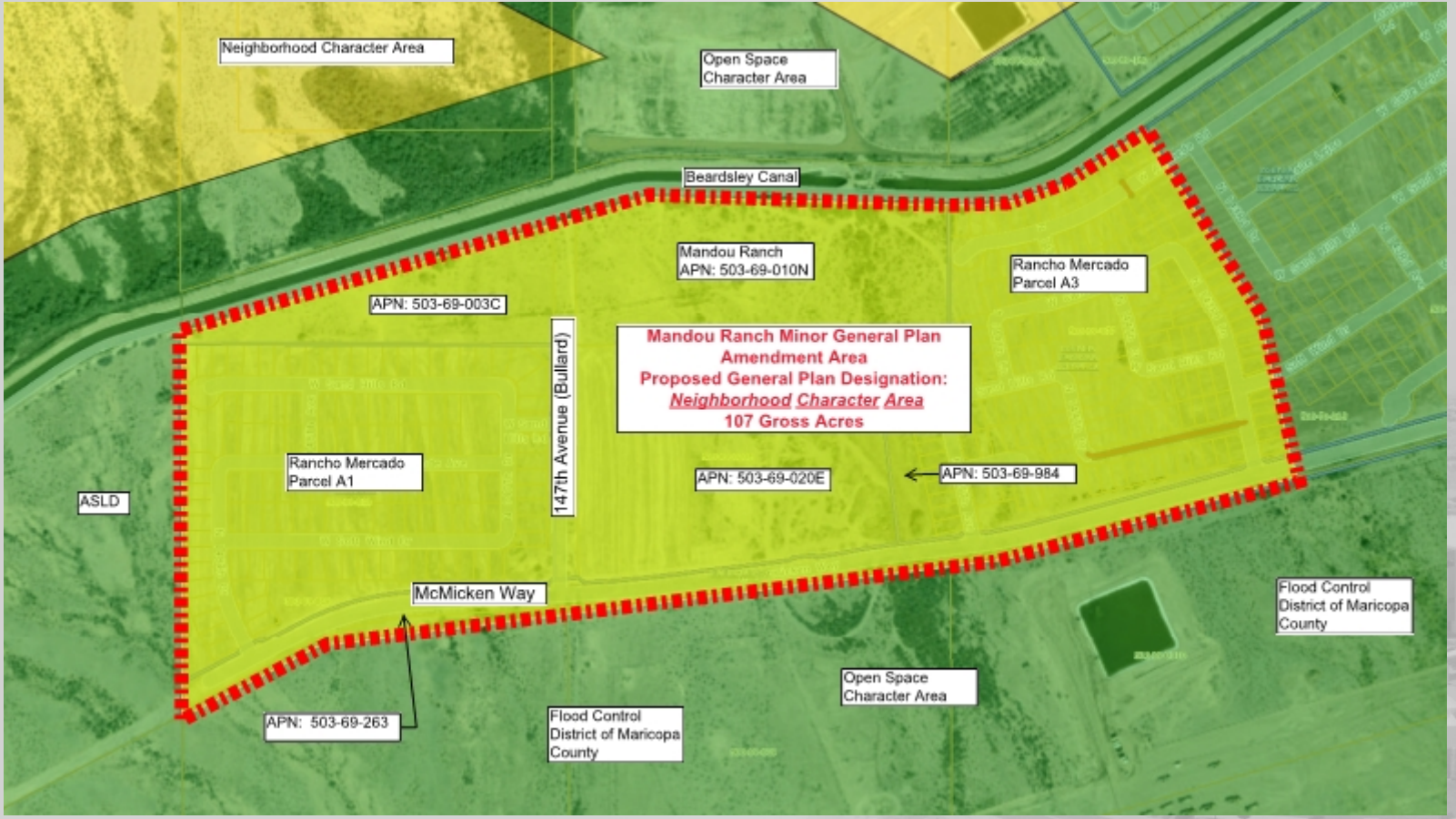
October 19, 2021


Tierra Verde
Happy Valley Rd
147th Ave
Rancho Mercado
State Lands
Maricopa County
163rd Ave
Asante
Escalante
Beardsley Canal
107 ac.
McMicken Way
SITE
Flood Control District
Loop 303
Sun City West
Grand Ave
MINOR GPA VICINITY MAP

EXISTING GP LAND USE



PROPOSED GPA LAND USE





EXISTING DEVELOPMENT PLANS

OUTREACH

Neighborhood Meeting
July 19, 2021

- No Concerns

RECOMMENDATION

September 16, 2021

The Planning and Zoning Commission passed a motion to recommend approval of the Minor General Plan Amendment case FS21-154 to the Mayor and City Council.

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 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 14.47 acres of property generally located south of Happy Valley Road and east of 147th Avenue from Rural Residential (RR) to Residential High Density (RH-15) with a PUD Overlay; Ordinance #2021-22; Case FS21-154.

Motion:
I move to approve Ordinance #2021-22.

Background:
At the time of this report, the subject property falls within the General Plan Open Space Character Area. This Zone Change will follow a minor General Plan Amendment to change the designated character area from open space to neighborhood. Following the minor general plan amendment, the applicant proposes to rezone the subject property to RH-15 PUD with a maximum density of 8 DU/Ac to allow for the development of 115 new multi-family attached and detached rental units. On September 16, 2021, the Planning and Zoning Commission passed a motion to recommend approval of the Rezone case FS21-154 to the Mayor and City Council.

Objective Analysis:
This Rezone will allow the applicant to develop a bungalow-style multi-family rental development 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 - FS21-154 - Mandou Ranch - Rezone - Staff Report
2. 01 - FS21-154 - Mandou Ranch - Rezone - Vicinity Map
3. 02 - FS21-154 - Mandou Ranch - Rezone - Zoning Map
4. 03 - FS21-154 - Mandou Ranch - Rezone - Zoning Document
5. 04 - FS21-154 - Mandou Ranch - Rezone - Luke AFB Comments
6. 05 - FS21-154 - Mandou Ranch - Rezone - Citizen Participation Report_Redacted
7. 21.09.30 EVR FS21-154 - Ord 2021-22 Mandou Ranch - Rezone
8. FS21-154 - Mandou Ranch - Rezone - PowerPoint

SURPRISE
ARIZONA

ZONE CHANGE

REPORT TO THE CITY COUNCIL

Case:	**FS21-154**
Project Name:	Mandou Ranch
Council District:	1 – Acacia
Planning and Zoning Commission Date:	September 16, 2021
City Council Date:	**October 19, 2021**
Planner:	Sergio Angulo, Planner II

Owners:	Wittrock Land 1 LLC/ Pacific Premier Trust (Custodian)/ Wittrock Land 2 LLC/Wittrock Land 3 LLC Et al.
Applicant:	Kent Xander with KAX Group LLC
Request:	Zone Change from Residential Ranch (RR) to Residential High Density with a Planned Unit Development (RH-15 PUD) Overlay to allow deviations from the base development standards.
Site Location:	Generally south of Happy Valley Road and east of 147th Avenue in a portion of Section 9, Township 4 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
Dwelling Units:	115 Units
Site Size:	14.47 acres (approx.)
Density:	8 DU/Ac
General Plan Conformance:	The proposal is consistent with the Surprise General Plan.
Support/Opposition:	The applicant held a neighborhood meeting on July 19, 2021. One (1) resident of Surprise attended the meeting to ask questions and express their opinions on this project. There was no opposition to this project at the meeting.

Staff Recommendation: On September 16, 2021, the Planning and Zoning Commission passed a motion to recommend approval of the Zone Change case FS21-154 to the Mayor and City Council, subject to stipulations 'a' through 'c'.

Background:

November 10, 2007: The City Council approved the annexation (Ordinance #07-47) of the subject property.

October 29, 2020: Staff met with the applicant to discuss the project during a regularly scheduled Concept Review meeting under CR20-656.

February 24, 2021: The applicant filed a related request for a Zone Change of approximately 14.47 acres from RR to RH-15 PUD under case FS21-154, the subject case.

July 19, 2021: The applicant held a neighborhood outreach meeting to discuss the project.

September 16, 2021: The Planning and Zoning Commission passed a motion to recommend approval of the Zone Change case FS21-154 to the Mayor and City Council.

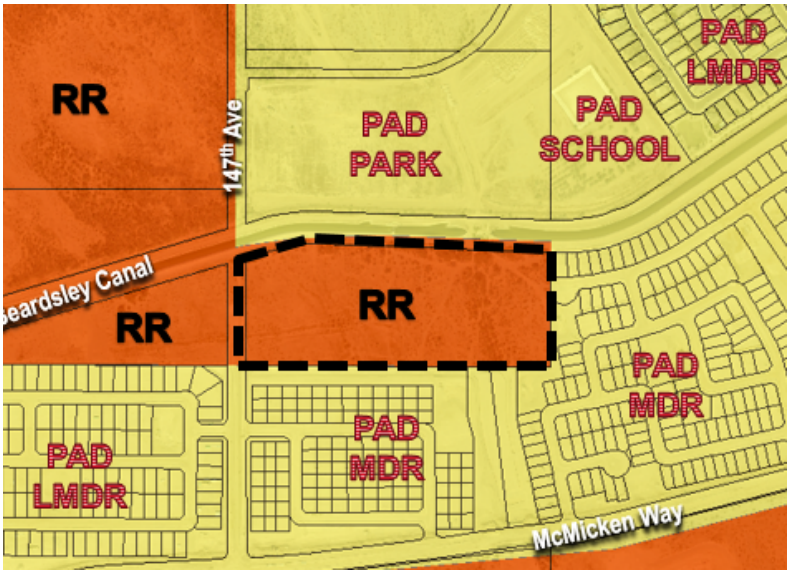
Citizen Outreach:

As noted above, the applicant held a virtual neighborhood outreach meeting on July 19, 2021, which was advertised per state law and requirements of the SUDC. One (1) Resident from Surprise attended the meeting to learn about the project and to ask questions. This neighbor asked if the park site to the north was going to be a City or HOA owned park and expressed support for this project. There was no opposition to this project at the meeting. See the attached Citizen Participation Report for a full meeting summary.

Project Description:

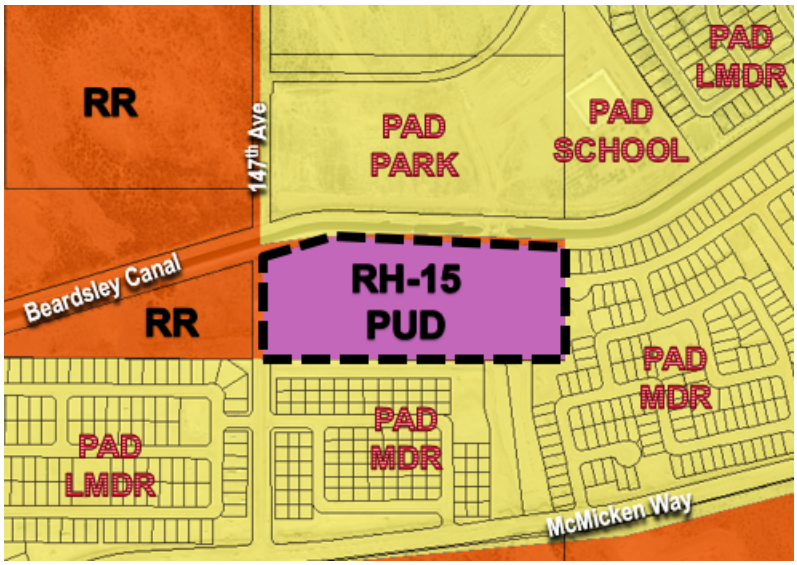
Kent Xander with KAX Group LLC, on behalf of the property owners, requests a Zone Change of 14.47 acres (approx.) of Residential Ranch (RR) to Residential High Density (RH-15) with a Planned Unit Development (PUD) Overlay. The proposed Zone Change request anticipates the eventual development of the property into a multi-family residential subdivision, generally located south of Happy Valley Road and east of 147th Avenue.

Existing Land Zoning:



RR	PAD - Park	PAD - School
RR	**RR**	PAD - MDR
PAD - LMDR	PAD - MDR	PAD - MDR

Proposed Land Zoning:



RR	PAD - Park	PAD - School
RR	**RH-15 PUD**	PAD - MDR
PAD - LMDR	PAD - MDR	PAD - MDR

Analysis and Discussion:

The applicant requests to rezone the subject property from Residential Ranch (RR) to Residential High Density (RH-15) with a PUD Overlay. This zoning application was submitted and reviewed under the requirements of the SUDC, the City's previous development ordinance. In RH-15 zoned properties, the SUDC allows a maximum density of fifteen (15) dwelling units per acre; however, this PUD Overlay will cap the density at 8 dwelling units to the acre. The proposed PUD Overlay also proposes certain deviations from development standards set forth in the SUDC.

This Zone Change and PUD Overlay will allow the property to develop as a multi-family project consisting of detached and attached rental units. The applicant proposes a maximum of 115 dwelling units that will be developed in 4-pack clusters. This development proposes to take access from 147th Avenue on the west and Alameda Road on the east. Open space and amenities on site will comply with the requirements of the SUDC.

PUD Overlay

As part of the proposed Zone Change and PUD Overlay the applicant requests to deviate from certain development standards set forth in the SUDC for RH-15 as follows:

Development Standard	RH-15 Conventional Development Standards	Proposed Modifications to RH-15 PUD Development Standards	
Maximum Dwelling Units per Acre	15.0	8.00 (1) (115 units max)	DECREASE
Minimum Lot Area Per Unit	2,400 sq.ft.	2,400 sq.ft.	
Maximum Building Height	35 feet	35 feet	REMAIN
Minimum Building Setbacks (Front) Along 147th Avenue	30 feet	30 feet	
Minimum Building Setbacks (Side) North adjacent to Beardsley Canal	10 feet	20 feet	INCREASE
Minimum Building Setbacks (Rear) East Adjacent to Rancho Mercado Parcel A3	30 feet	20 feet	
Minimum Building Setbacks (Side) South Adjacent to Rancho Mercado Parcel A2	30 feet	20 feet	DECREASE
Recreational Space per Dwelling Unit	35%	35%	REMAIN
Minimum Building Separation	25 feet	10 feet	
Bike Parking – Residential	0.5 per dwelling	Zero per dwelling if the home has a backyard	DECREASE
Bike Parking – Leasing Office	1 Per 20 vehicle spaces	1 Per 20 vehicle spaces	REMAIN

Aside from the proposed deviations to the development standards shown above, the subject property will be developed per the requirements of the SUDC.

Utility and Services Table:

Electric:	APS
Water:	City of Surprise
Wastewater:	City of Surprise
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 Open Space Character Area. In conjunction with this Zone Change application, the application is also requesting approval of a Minor General Plan Amendment to change the land use designation of 107 acres, which includes the subject property and adjacent already entitled residential property, from Open Space to Neighborhood Character. In an urban neighborhood the general plan supports residential development of eight dwelling units per acre (8 DU/Ac) or greater. The proposed Zone Change and PUD Overlay will allow for a development with a maximum density of 8 DU/Ac, which demonstrates consistency with this land use category.

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.

Summary:

This proposed Zone Change and PUD Overlay will reduce the maximum allowed density and amend certain development standards to allow for the development of Mandou Ranch.

Findings:

- The proposed Zone Change and density are consistent with the proposed Minor Amendment to the Surprise General Plan 2035 under case FS21-154.
- The proposed Zone Change is consistent with the Surprise Unified Development Code, except as amended through the PUD Overlay.
- The SUDC allows for the modification of development requirements through the PUD Overlay process.

Recommendation:

On September 16, 2021, the Planning and Zoning Commission passed a motion to recommend approval of the Zone Change case FS21-154 to the Mayor and City Council, subject to stipulations 'a' through 'c' as outlined below:

a. Development and use of the site shall be consistent with the rezone narrative entitled "Mandou Ranch Rezone", prepared by Kent A. Xander and dated Revised May 21, 2021

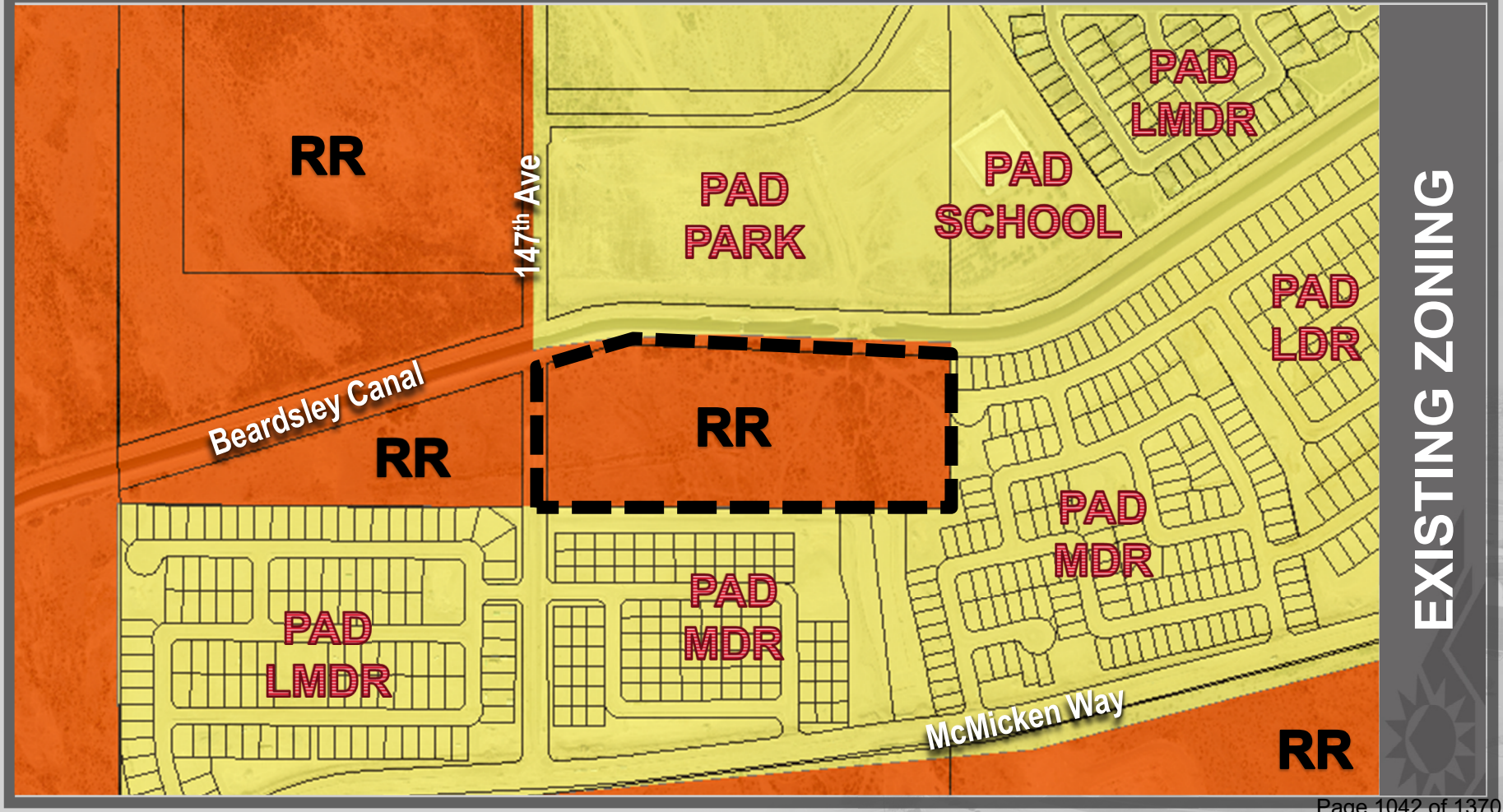
b. Prior to the City recording a final plat or approving a site plan or building permit within the property, the applicant shall provide the City with a Notice of Payment from William Lyon Homes, Inc., that the Happy Valley West ("HVW") Buy-in Fee, the Happy Valley East ("HVE") Buy-in Fee, the Sewer 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.
c. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

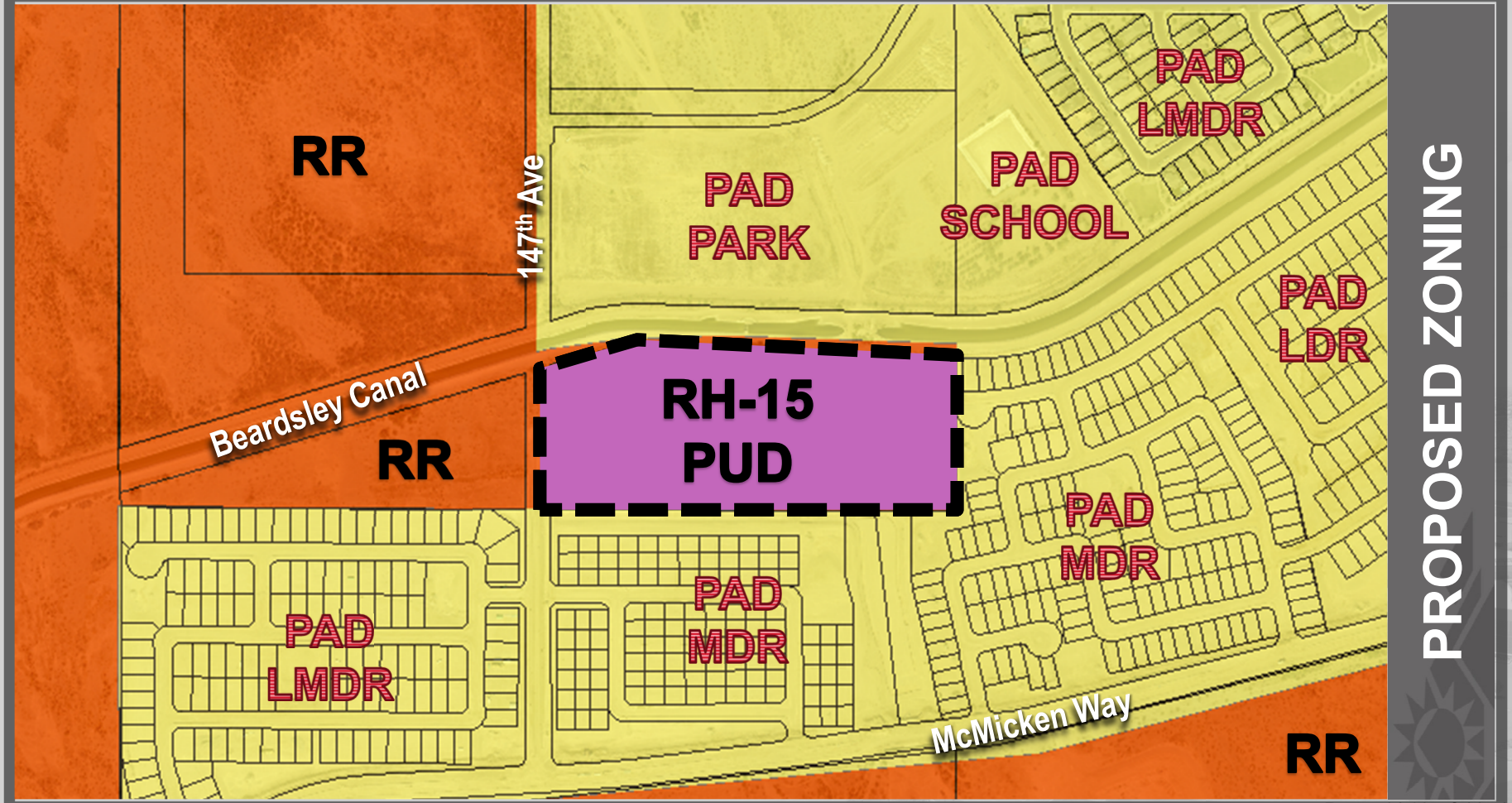
However, should the City Council wish to recommend denial of the request to the City Council, the City Council should make its own findings and base its decision on those alternative findings.

Attachments:

01 Vicinity Map
02 Zoning Map
03 Zoning Document
04 Luke AFB Comments
05 Citizen Participation Report
06 Ordinance #2021-22


Tierra Verde
Happy Valley Rd
147th Ave
Rancho Mercado
State Lands
Maricopa County
163rd Ave
Asante
Escalante
McMicken Way
SITE
Loop 303
Sun City West
Grand Ave
FS21-154 VICINITY MAP


RR
147th Ave
PAD
PARK
PAD
SCHOOL
PAD
LMDR
PAD
LDR
Beardsley Canal
RR
RR
PAD
MDR
PAD
LMDR
PAD
MDR
McMicken Way
RR
EXISTING ZONING


RR
147th Ave
PAD
PARK
PAD
SCHOOL
PAD
LMDR
PAD
LDR
Beardsley Canal
RR
RH-15
PUD
PAD
MDR
PAD
LMDR
PAD
MDR
McMicken Way
RR
PROPOSED ZONING

Narrative for MANDOU RANCH REZONE

Case No. FS21-154
Rezone Residential Ranch (RR) to
RH-15 (Residential High Density) PUD Overlay

14.4726 Gross Acres

Southeast corner 147th Avenue and Beardsley Canal,
Surprise, Arizona

Prepared by: Kent A. Xander

Submitted To: City of Surprise, Arizona

Dated: February 23, 2021
Revised: April 22, 2021
Revised: May 21, 2021

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Overlay Development Standards Comparison Table…….…… 7

Surprise General Plan 2035…….…….…...…….…… 8

Ingress/Egress/Access…….…..…...…..…… 8

Maricopa Water District…….…..…...…..…… 8

Existing Zoning Map.……...……... Exhibit A

Proposed Zoning Map.…….……..……. Exhibit B

Legal Description and Map……... Exhibit C

Conceptual Plan ……...…….……. Exhibit D

Proposed General Plan Land Use Map…..…….……..…… Exhibit E

Mandou Ranch relationship to Rancho Mercado PAD
Community Trail and Landscape Map …….…… Exhibit F

Mandou Ranch Team:

Applicant
Kent A. Xander – KAX Group
kxander@kaxgroup.com
9290 E. Thompson Peak Pkwy., Unit 227
Scottsdale, Arizona 85255

Land Planner
Joe Walsh - Walsh Design Group
Landoc@cox.net
6106 E. Rose Circle Drive
Phoenix, Arizona 85018

Location and Introduction:

A Vicinity Map is shown on page 4 illustrating Mandou Ranch location (Southeast corner 147th Avenue and Beardsley Canal.

Mandou Ranch is a 14.4726 gross acre proposed Residential High Density development adjacent to Rancho Mercado PAD on the south, east, and north. Applicant is requesting a zone change for 14.4726 gross acres from Residential Ranch (RR) to RH-15 PUD Overlay located at the Southeast corner 147th Avenue and Beardsley Canal. This project includes working with and the cooperation with Rancho Mercado PAD, Beardsley Water Company, and Paloma Creek Water Coordinator to formulate a cohesive development plan working out pedestrian pathways, traffic circulation, utilities, and drainage. Mandou Ranch Conceptual Plan as shown in **Exhibit D**, provides for up to 115-unit Residential High Density development on 14.4726 gross acres or 8.00 DU/Ac.

Exhibit A depicts a map of the existing zoning of the subject property, adjacent PAD's, and vacant land. The adjacent specific zoning and land uses are as follows:

East
- Rancho Mercado Parcel A3 — PAD – MDR. Max Density: 8 / DU/Ac.

South
- Rancho Mercado Parcel A2 — PAD – MDR. Max Density: 8 / DU/Ac.

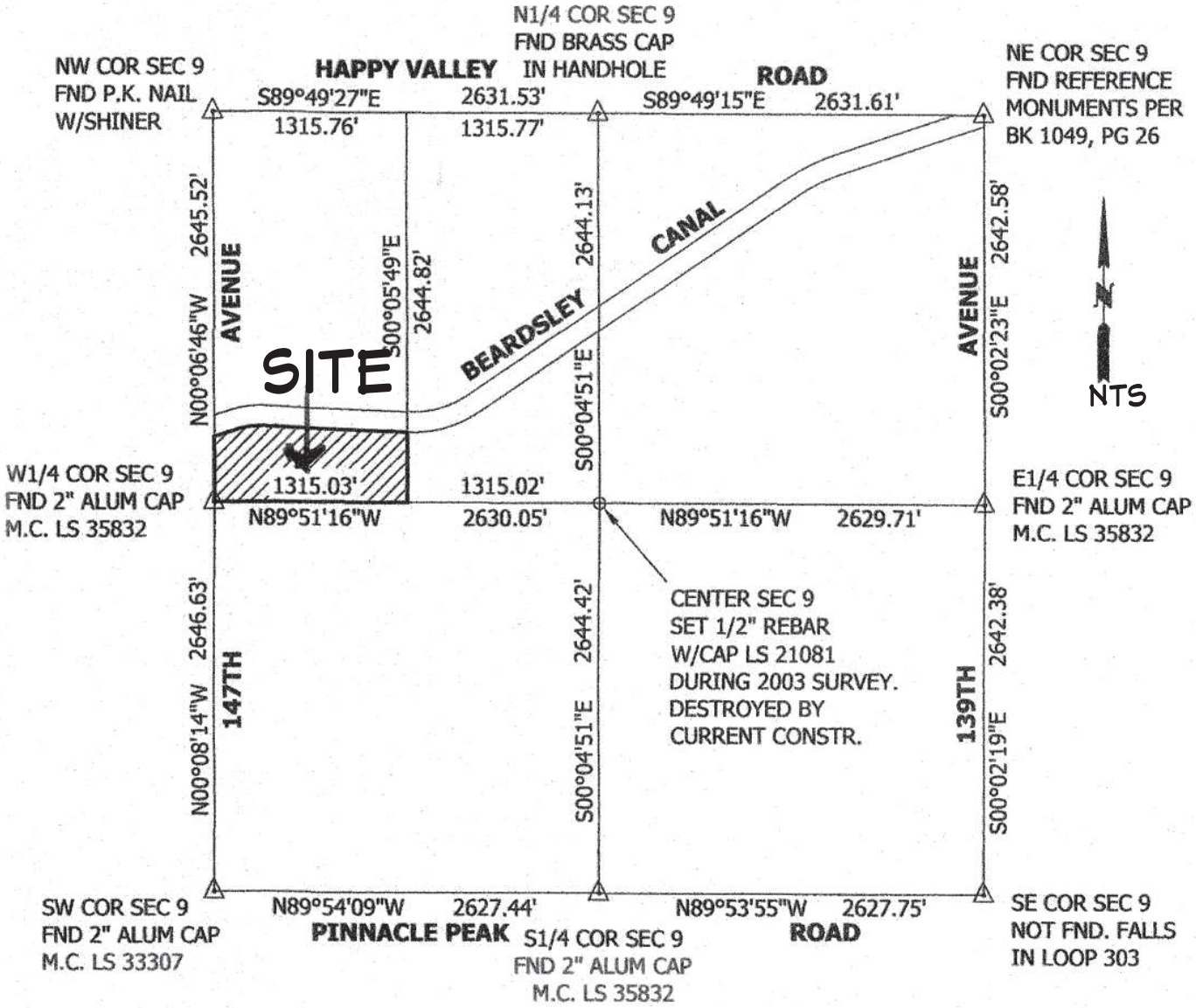
Southwest
- Rancho Mercado Parcel A1 — PAD – LMDR. Max Density: 5 / DU/Ac.

West
- Vacant Land — Rural Residential (RR)

North – north of Beardsley Canal — PAD - Park
- Rancho Mercado Parcel A9

Exhibit F Map shows Mandou Ranch relationship to Rancho Mercado PAD.

VICINITY MAP



Description of Request:

Introduction.

Applicant is requesting a zone change, regarding Case No. FS21-154, for 14.4726 gross acres from Residential Ranch (RR) to Residential High Density (RH-15) with a PUD Overlay located at the southeast corner of Beardsley Canal and 147th Avenue. See **page 4**, Vicinity Map for the general location.

Project Overview and Zoning Request.

Mandou Ranch will be rezoned as a Residential High-Density detached residential rental community. See **Exhibit B,** Proposed Zoning Map and see **Exhibit C** for Legal Description and Map Exhibit.

The 14.4726 gross acres fronting on 147th Avenue is Assessor Parcel Number 503-69-010N and will be rezoned from Residential Ranch (RR) to Residential High Density (RH-15) with a PUD Overlay. Mandou Ranch will include a maximum of 115 multi-family residential units for a gross density of 8 DU/Ac. The residential units will be one and two story.

The Concept Plan design of the project is made up of 4 units built around a short 20-foot wide private drive and each unit will include a two-car garage. Residential access to the units will be from sidewalks built between the units. Each unit would include a fenced yard and covered patio. The size will be determined at preliminary site plan approval. Gated private streets are proposed for Mandou Ranch with a 26-foot roadway and 5-foot attached sidewalks on each side. Per the US Access Board Section 403.5.3, an accessible route with a clear width less than 5' shall provide passing spaces at intervals of 200' maximum. Passing spaces shall be either: a space 5' minimum by 5' minimum; or an intersection of two walking surfaces providing a T-shaped space complying with Section 304.3.2. No parallel parking will be allowed on the private street. Interior sidewalks will be constructed in the open space area to connect to the north homes of the project.

RH-15 Zoning Designations and Development Standards.

The multi-family residential zoning designation of the property will use the Convention Character Pattern in accordance with Section 122-33 of the SUDC as may be subsequently amended. The Planned Unit Development (PUD) overlay designation shall be applied to the property to allow modification of certain RH-15 development standards within the Surprise Zoning Code.

The maximum dwelling units per acre and maximum dwelling units may be reduced due to the physical constraints of the site and a 2-acre wash traversing the site.

The minimum building (side) setback adjacent to Beardsley Canal is increased from 10 feet to 20 feet as per Maricopa County Municipal Water Conversation District Number One.

The minimum building (rear) setback adjacent to Rancho Mercado Parcel A3 is decreased from 30 feet to 20 feet because of the amount of the depth of the open space within Rancho Mercado Parcel A3 adjacent to the project rear setback.

The minimum building (side) setback adjacent to Rancho Mercado Parcel A2 is decreased from 30 feet to 20 feet because of the physical constraints of the site and the amount of the depth of the open space within Rancho Mercado Parcel A2 adjacent to the project side setback.

The minimum building separation is reduced from 25 feet to 10 feet and the apartment homes will be limited to 2-story. The proposed PUD amendment request allows for the development of a rental apartment homes project designed in a cluster configuration on a single tax parcel number/lot.

The project will provide the minimum open space requirement and will include a central open space area with a pool, ramada, tot lot and sport court and parking on-site will meet the minimum vehicle parking requirements for multi-family development and for the office use as listed in the SUDC.

Mandou Ranch community trails will connect with Rancho Mercado to the south and east (the project trail widths shall match the trail widths in Rancho Mercado), and to 147th Avenue to the west. The Rancho Mercado master plan shows a community trail system located along the northern side of the Beardsley Canal. Access to that trail system from Mandou Ranch will be from the sidewalk that would be constructed on the east side of 147th Avenue.

The 100-year flood plain encumbers the entire site. A wash cuts through the site and will be adjusted as it is designed to the south to connect with the canal constructed between Rancho Mercado Parcels A2 and A3. Offsite dirt will be imported, and the site will be completely graded, and with the Flood Plain Use Permit and CLOMR/LOMR documents processed through Maricopa County and FEMA approval the site will be engineered out of the Flood Plain. The wash on site will be designed similar to the adjacent Rancho Mercado Parcels A2 and A3 channel. A low water crossing will be built for the emergency access over the Special Flood Hazard Area.

The following is justification for the development standards the project is requesting to deviate from some of the SUCD requirements. The project site has many physical constraints that forces the project to deviate from some of the SUDC development standards requirements.

- The north side of the site is the Beardsley Canal, and no vehicle or public access is permitted.

- The east side of the site has a large wash traversing through it which causes the site to be divided. The divided eastern portion of the site is small and lacks utility to plan efficiently.

- The south side of the site has no vehicle access to Rancho Mercado Parcel A2.

- The west side of the site is adjacent to 147th Avenue which slopes up from the south side of the site, north to the bridge over the Beardsley Canal. A slope easement was granted to the City so 147th Avenue could be constructed as it slopes up to the north and reaches the Beardsley Canal bridge.

- The main access is on 147th Avenue and is at a fixed location. Planning the entrance further north does not work due to visibility issues looking north on 147th Avenue as it slopes up to the north and reaches the Beardsley Canal bridge.

Table A

Residential High-Density RH-15 PUD Overlay Development Standards Comparison Table

Development Standard	RH-15 Conventional Development Standards	Proposed Modifications to RH-15 PUD Development Standards
Maximum Dwelling Units per Acre	15.0	8.00 (1) (115 units max)
Minimum Lot Area Per Unit	2,400 sq.ft.	2,400 sq.ft.
Maximum Building Height	35 feet	35 feet
Minimum Building Setbacks (Front) Along 147th Avenue	30 feet	30 feet
Minimum Building Setbacks (Side) North adjacent to Beardsley Canal	10 feet	20 feet
Minimum Building Setbacks (Rear) East Adjacent to Rancho Mercado Parcel A3	30 feet	20 feet
Minimum Building Setbacks (Side) South Adjacent to Rancho Mercado Parcel A2	30 feet	20 feet
Recreational Space per Dwelling Unit	35%	35%
Minimum Building Separation	25 feet	10 feet
Bike Parking – Residential	0.5 per dwelling	Zero per dwelling if the home has a backyard
Bike Parking – Leasing Office	1 Per 20 vehicle spaces	1 Per 20 vehicle spaces

(1) The maximum dwelling units per acre and maximum dwelling units may be reduced due to the physical constraints of the site and a 2-acre wash traversing the site.

The result of the Mandou Ranch RH-15 Rezone with a PUD Overlay would be:

- Mandou Ranch will be in conformance with the adopted Surprise General Plan 2035 as noted below.

- The development of Mandou Ranch will occur in a manner that is consistent with the surrounding Planned Area Developments and share in major offsite infrastructure costs with other adjacent projects.

- The development will have seamlessly been integrated and aligned with adjacent zoning, open space, pedestrian trails, drainage tracts, roads, and utilities with adjacent Rancho Mercado PAD.

Conformance with the adopted Surprise General Plan 2035:

In conjunction with this rezone, the applicant is submitting a minor amendment to change the General Plan Land Use designation for the property from Open Space Character Area to Neighborhood Character Area, which supports residential development at densities 8+ DU/Acre in urban developments. This project complies with the General plan in this regard. See attached **Exhibit E** showing the subject property as lying within the Neighborhood Character Area.

Underground Retention for Stormwater:

The developer of Mandou Ranch will provide the minimum requirement for open space. Underground retention for stormwater and "1st flush" engineering of drainage will require the developer to work with City of Surprise Engineering Department and County Flood Control to come up with a solution for engineering drainage. Developer shall provide City of Surprise Engineering Department and County Flood Control engineering plans for review and approval.

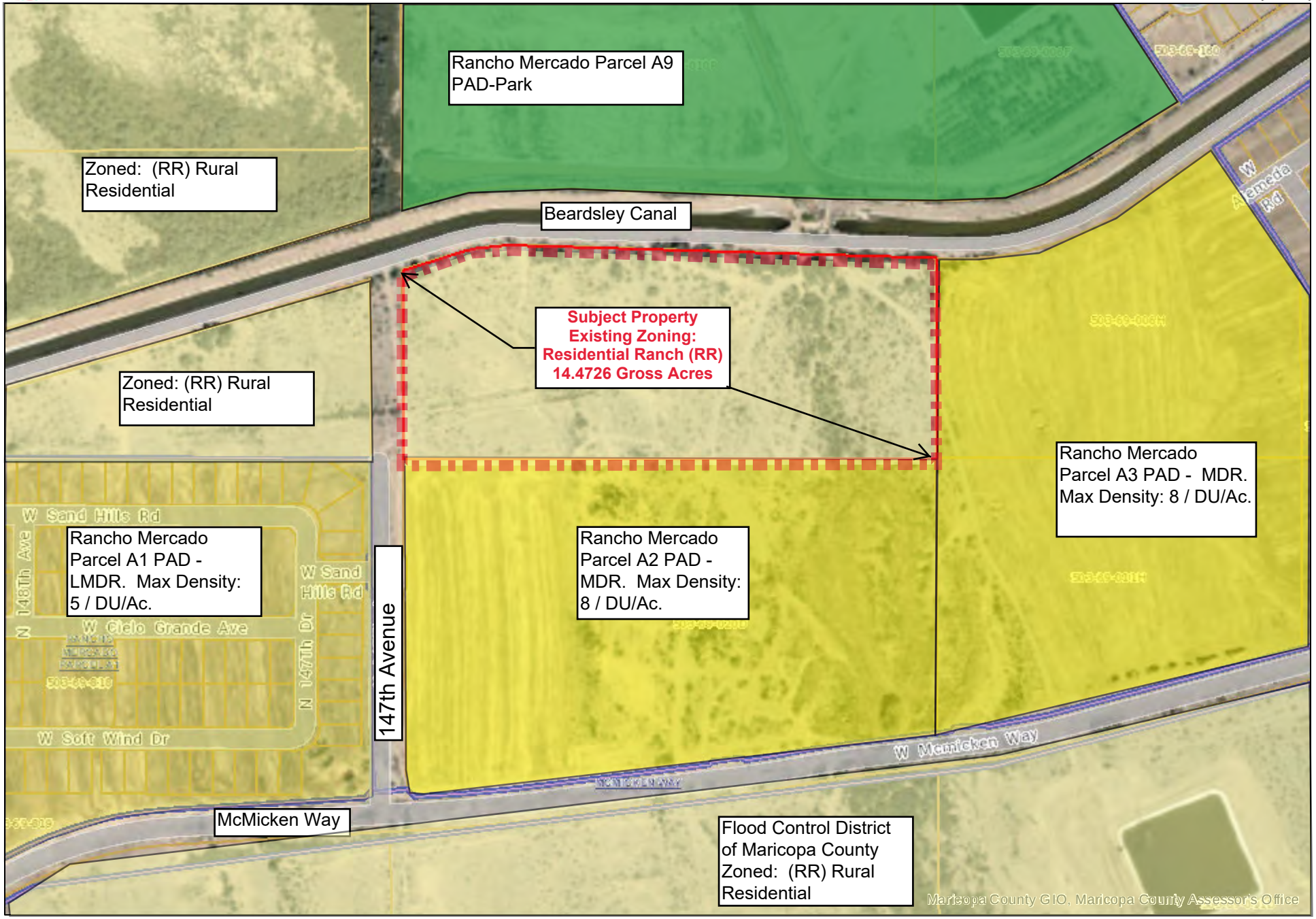
Ingress/Egress/Access:

Access to the project will be from 147th Avenue from the west and the extension of W. Alameda Road from the east through Rancho Mercado Parcel A3. The roads in Mandou Ranch will be private except for the extension of W. Alameda Road which will end in a cul-de-sac. An emergency access road will be constructed across the 100-year flood plain to connect the west and east portions of the project.

Maricopa Water District ("MWD")

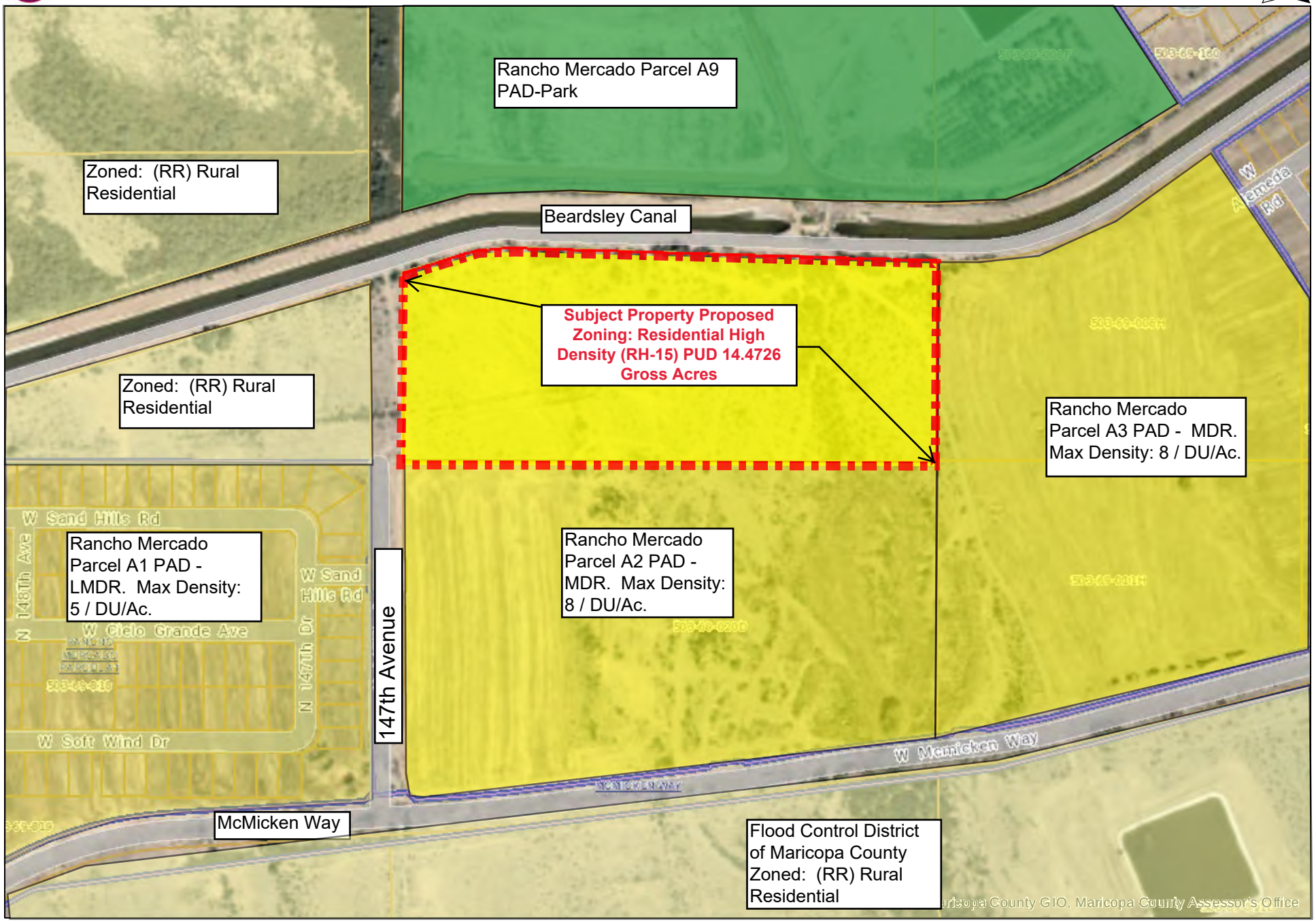
The developer of Mandou Ranch will provide copies of any subdivision plats and utility and improvement plans to MWD for review and approval pursuant to *MWD Drawing Requirements*, along with the payment of the applicable plan review fees. The block wall along the Beardsley canal will match the wall used along the Beardsley canal in the adjacent Rancho Mercado parcels.

EXHIBIT A
Existing Zoning Map



2/22/2021 1:19:55 PM

EXHIBIT B
PROPOSED ZONING Map



2/22/2021 1:19:55 PM

LEGAL DESCRIPTION

APN 503-69-010N

That portion of the Southwest quarter of the Northwest quarter of Section 9, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of the southerly line of Beardsley Canal, described as follows:

Commencing at the West quarter corner of said Section 9;
Thence South 89° 51’ 16” East along the South line of the Northwest quarter of said Section 9 a distance of 40.00 feet to the East line of the West 40.00 feet of said Northwest quarter and the **POINT OF BEGINNING**;
Thence North 00° 06’ 46” West along said East line a distance of 453.83 feet to the southerly line of said Beardsley Canal as show on map of BEARDSLEY CANAL RIGHT OF WAY as recorded in Book 584 of Maps, page 19, records of Maricopa County, Arizona;
Thence North 73° 30’ 58” East along said southerly line a distance of 123.03 feet to the beginning of a tangent curve, whose radius bears South 16° 29’ 02” East a distance of 560.59 feet;
Thence easterly along said curve and along said southerly line of Beardsley Canal through a central angle of 18°37’ 17” a distance of 182.19 feet to a to a point of tangency;
Thence South 87° 51’ 42” East continuing along said southerly line a distance of 977.84 feet to the East line of the Southwest quarter of the Northwest quarter of Section 9;
Thence South 00° 05’ 49” East along said East line a distance of 478.15 feet to the Southeast corner of the Southwest quarter of the Northwest quarter of Section 9;
Thence North 89° 51’ 16” West along the South line of the Northwest quarter of Section 9 a distance of 1275.03 feet to the **POINT OF BEGINNING**.

Containing 14.4726 acres



Land Survey Services PLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

Job No. 20079

Parcel Map Check Report

Date: 10/5/2020 3:12:35 PM

Parcel Name: APN 503-69-010N
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:984,098.9535'	East:565,951.6425'
Segment# 1: Line	
Course: N0°06'46"W	Length: 453.83'
North: 984,552.7826'	East: 565,950.7492'
Segment# 2: Line	
Course: N73°30'58"E	Length: 123.03'
North: 984,587.6919'	East: 566,068.7226'
Segment# 3: Curve	
Length: 182.19'	Radius: 560.59'
Delta: 18°37'17"	Tangent: 91.91'
Chord: 181.39'	Course: N82°49'37"E
Course In: S16°29'02"E	Course Out: N2°08'15"E
RP North: 984,050.1424'	East: 566,227.7876'
End North: 984,610.3423'	East: 566,248.6964'
Segment# 4: Line	
Course: S87°51'42"E	Length: 977.84'
North: 984,573.8568'	East: 567,225.8554'
Segment# 5: Line	
Course: S0°05'49"E	Length: 478.15'
North: 984,095.7075'	East: 567,226.6645'
Segment# 6: Line	
Course: N89°51'16"W	Length: 1,275.03'
North: 984,098.9466'	East: 565,951.6486'
Perimeter: 3,490.06'	Area: 14.4726Acre
Error Closure: 0.0092	Course: S41°35'07"E
Error North : -0.00689	East: 0.00611



Land Survey Services PLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

Job No. 20079

A PART OF THE NORTHWEST QUARTER OF SECTION 9 T4N, R1W, G.&S.R.B.M., MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21081
THOMAS L.
ROPE
10/5/2020
Date Signed
ARIZONA, U.S.A.

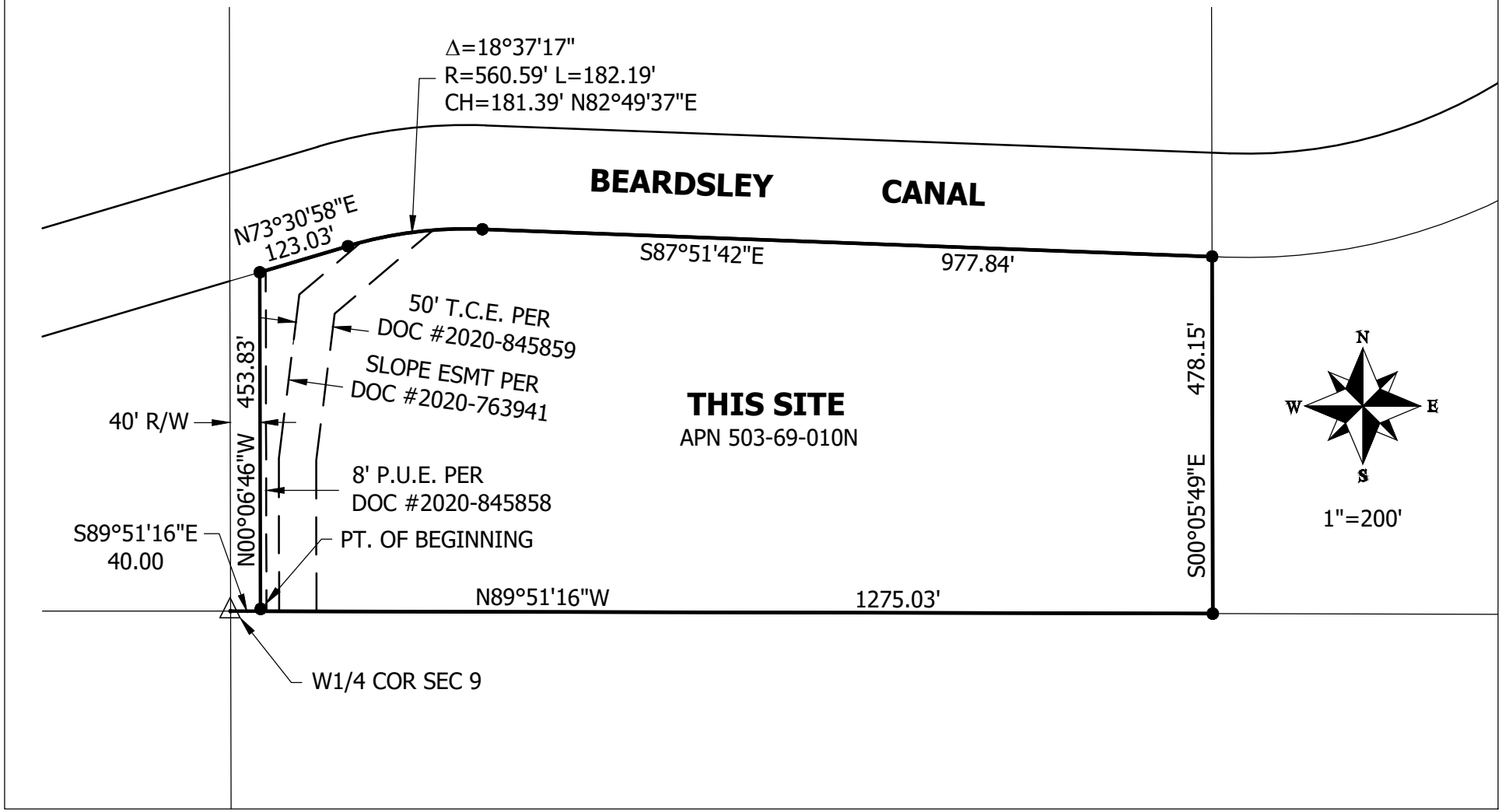
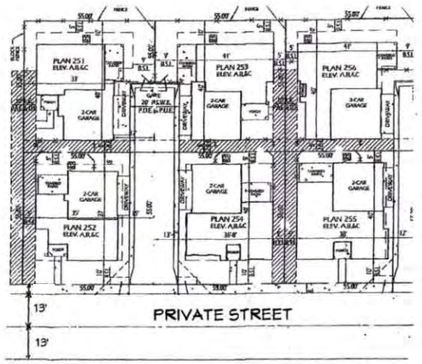


EXHIBIT D



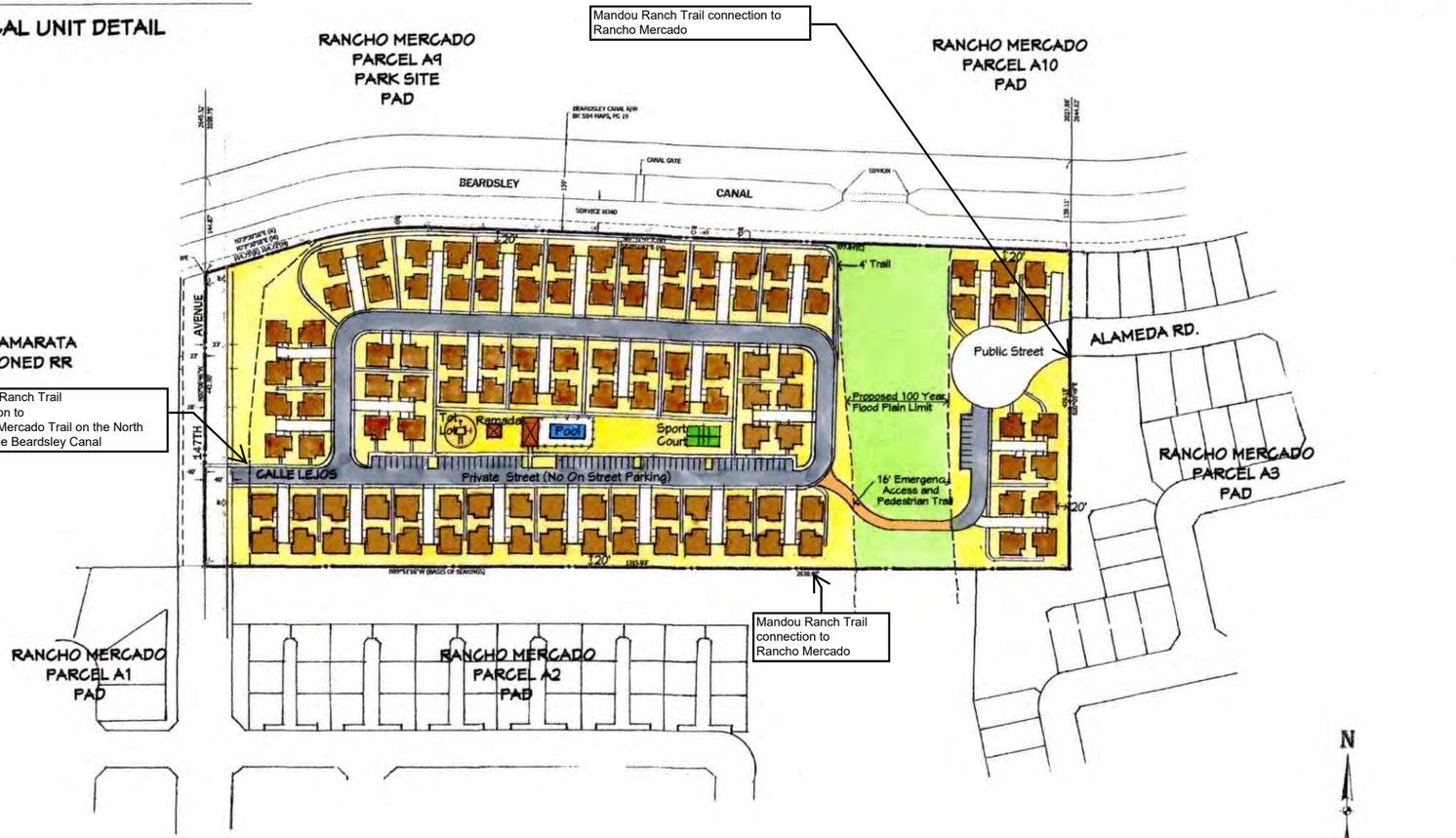
TYPICAL UNIT DETAIL

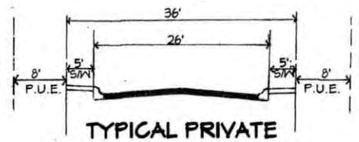
MANDOU RANCH

CONCEPTUAL SITE PLAN

PROJECT LOCATION: SE CORNER OF 147TH AVE AND THE BEARDSLEY CANAL
APN# 503-69-010D
SITE SIZE: GROSS: 14.9 AC. NET: 14.5 AC.
EXISTING ZONING: RR
PROPOSED ZONING: RM- 15 PUD
PROPOSED USE: **Residential High Density Rental Project**

UTILITIES: CITY OF SURPRISE





TYPICAL PRIVATE STREET DETAIL



VICINITY MAP

WALSH DESIGN GROUP
JOE WALSH
6106 E. ROSE CIRCLE DRIVE
PHOENIX, AZ 85018
(602) 619-7581
Landoc@cox.net

REVISIONS	BY

Date	11/4/2020
Scale	1"= 100'
Drawn	JW
Job	
Sheet	
Of	Sheets

EXHIBIT E
Proposed General Land Use Plan Map

Neighborhood Character Area

Open Space Character Area

Beardsley Canal

Mandou Ranch
APN: 503-69-010N

Rancho Mercado Parcel A3

APN: 503-69-003C

Mandou Ranch Minor General Plan Amendment Area
Proposed General Plan Designation:
Neighborhood Character Area
107 Gross Acres

147th Avenue (Bullard)

Rancho Mercado Parcel A1

ASLD

APN: 503-69-020E

APN: 503-69-984

McMicken Way

Flood Control District of Maricopa County

Open Space Character Area

APN: 503-69-263

Flood Control District of Maricopa County

Maricopa County GIO., Maricopa County Assessor's Office

5/21/2021 9:07:58 AM

EXHIBIT F


HAPPY VALLEY ROAD
BULLARD AVENUE (147th AVE)
A7
A8
A11
A12
Parcel A13 ROS / Park
Parcel A9 City Park
Parcel A10 EDU
BEARDSLEY CANAL
BEARDSLEY CANAL
A5
A6
A4
MANDOU RANCH
A3
RANCHO MERCADO
A1
A2
BLILIE WAY

From: Lorraine Nevarez
To: "Kent Xander"
Subject: FW: FS21-154 Mandou Ranch - Luke AFB Comments
Date: Tuesday, March 2, 2021 8:22:39 AM

Kent,
Below you will find the comments from Luke AFB regarding the above referenced plan. Please direct all questions to the contact information listed below.
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**

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE
Sent: Tuesday, March 2, 2021 7:55 AM
To: Lorraine Nevarez
Cc: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>
Subject: RE: FS21-154 Mandou Ranch New Submittal

Lorraine,

Thank you for allowing Luke AFB to make comments on the Mandou Ranch Application. This rezone with PUD overlay application is to rezone parcel 503-69-010N. The site is located approximately 5 miles outside the 2004 Aux-1 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

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

TIFFANY & BOSCO P.A.

Mandou Ranch

General Plan Amendment and Zoning Case

Citizen Participation Plan

Updated July 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 Minor General Plan Amendment Area is approximately 107 gross acres and includes Mandou Ranch, property APN 503-69-003C, and Rancho Mercado Development Parcels A1, A2, and A3. Applicant is requesting to change the General Plan Designation of Open Space Character Area to Suburban Neighborhood Character Area for 107 gross acres located at the Southwest and Southeast corner 147th Avenue (Bullard) and Beardsley Canal. The Applicant requests approval of a Zone Change for 14.4726 gross acres from Residential Ranch (RR) to RH-15 PUD Overlay located at the Southeast corner 147th Avenue and Beardsley Canal and 147th Avenue.

We met the City's notification requirements, which are:

- Notice of the citizen review meeting shall be provided by the planning and zoning division in the form of a public notice to the following, when applicable:
    - The notice shall be published at least once in a newspaper of general circulation published or circulated in the municipality at least 15 days prior to the meeting date.

City initiated.

- For applications involving rezoning of land which abuts other municipalities or unincorporated areas of the county or a combination thereof, copies of the notice shall be transmitted to the planning agency of such governmental unit butting such land. **City initiated.**
- For applications involving rezoning, subdividing, planned unit developments, site plans with uses permitted on a conditional basis, and legislative matters, all real property owners within a 200-foot or 300-foot radius, the city shall send copies of the notice by first class mail, no less than seven days prior to the hearing. We noticed at 300 feet. **City initiated.**
- Any village committee or special community group which is located in the area of the proposed public hearing request or has considerable interest in the nature of the application; **See City initiated list.**
- The head of any homeowner's association or registered neighborhood within the public notice area established in item (3) indicated above. **See City initiated list.**

Site Posting

The site was posted on July 3, 2021, to alert interested citizens and stakeholders of our upcoming combined virtual and in-person open house on July 19, 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.

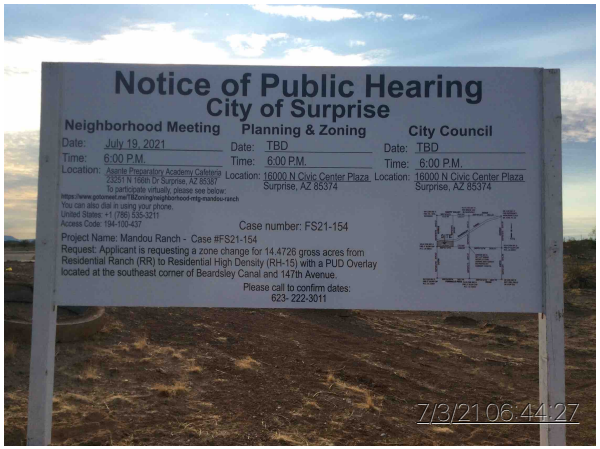
Participation Report.

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 (1) in-person attendee and one participant virtually. The sign-in sheets are attached at ***Tab 2***. Councilman Roland Winters was present along with City staff, Lloyd Abrams, and Sergio Angulo. The discussion topics included:

- Is the Park north of Mandau Ranch going to be HOA or City owned?

There was 1 (one) comment card left behind at this open house, please refer to ***Tab 3***. We have been working cooperatively with City staff on the general plan amendment 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
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-mandou-ranch
You can also dial in using your phone.
United States: +1 (786) 535-3211
Access Code: 194-100-437
Case number: FS21-154
Project Name: Mandou Ranch - Case #FS21-154
Request: Applicant is requesting a zone change for 14.4726 gross acres from Residential Ranch (RR) to Residential High Density (RH-15) with a PUD Overlay located at the southeast corner of Beardsley Canal and 147th Avenue.
Please call to confirm dates:
623- 222-3011
7/3/21 06:44:27


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
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You can also dial in using your phone.
United States: +1 (786) 535-3211
Access Code: 194-100-437
Case number: FS21-154
Project Name: Mandou Ranch - Case #FS21-154
Request: Applicant is requesting a zone change for 14.4726 gross acres from Residential High Density (RH-15) with a PUD Overlay located at the southeast corner of Beardsley Canal and 147th Avenue.
Please call to confirm dates:
623- 222-3011
7/3/21 06:44:58


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
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https://www.gotomeet.me/TBZoning/neighborhood-mtg-mandou-ranch
You can also dial in using your phone.
United States: +1 (786) 535-3211
Access Code: 194-100-437
Case number: FS21-154
Project Name: Mandou Ranch - Case #FS21-154
General Plan Amendment Request: Applicant is requesting to change the General Plan Designation of Open Space Character Area to Suburban Neighborhood Character Area for 107 gross acres located at the Southwest and Southeast corner 147th Avenue (Bullard) and Beardsley Canal.
Please call to confirm dates:
623- 222-3011
7/3/21 06:45:35


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-mandou-ranch
You can also dial in using your phone.
United States: +1 (786) 535-3211
Access Code: 194-100-437
Case number: FS21-154
Project Name: Mandou Ranch - Case #FS21-154
General Plan Amendment Request: Applicant is requesting to change the General Plan Designation of Open Space Character Area to Suburban Neighborhood Character Area for 107 gross acres located at the Southwest and Southeast corner 147th Avenue (Bullard) and Beardsley Canal.
Please call to confirm dates:
623- 222-3011
7/3/21 06:45:52


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
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You can also dial in using your phone.
United States: +1 (786) 535-3211
Access Code: 194-100-437
Case number: FS21-154
Project Name: Mandou Ranch - Case #FS21-154
General Plan Amendment Request: Applicant is requesting to change the General Plan Designation of Open Space Character Area to Suburban Neighborhood Character Area for 107 gross acres located at the Southwest and Southeast corner 147th Avenue (Bullard) and Beardsley Canal.
Please call to confirm dates:
623- 222-3011
7/3/21 07:24:29


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-mandou-ranch
You can also dial in using your phone.
United States: +1 (786) 535-3211
Access Code: 194-100-437
Case number: FS21-154
Project Name: Mandou Ranch - Case #FS21-154
General Plan Amendment Request: Applicant is requesting to change the General Plan Designation of Open Space Character Area to Suburban Neighborhood Character Area for 107 gross acres located at the Southwest and Southeast corner 147th Avenue (Bullard) and Beardsley Canal.
Please call to confirm dates:
623- 222-3011
7/3/21 07:24:50


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
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United States: +1 (786) 535-3211
Access Code: 194-100-437
Case number: FS21-154
Project Name: Mandou Ranch - Case #FS21-154
Request: Applicant is requesting a zone change for 14.4726 gross acres from Residential Ranch (RR) to Residential High Density (RH-15) with a PUD Overlay located at the southeast corner of Beardsley Canal and 147th Avenue.
Please call to confirm dates:
623- 222-3011
7/3/21 07:25:19


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
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United States: +1 (786) 535-3211
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Case number: FS21-154
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Request: Applicant is requesting a zone change for 14.4726 gross acres from Residential Ranch (RR) to Residential High Density (RH-15) with a PUD Overlay located at the southeast corner of Beardsley Canal and 147th Avenue.
Please call to confirm dates:
623- 222-3011
7/3/21 07:26:00

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS21-154

Applicant Name:

Location: Southeast corner of Beardsley Canal and 147th Avenue

Date Site Posted: July 3rd, 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 — 7-3-2021

Applicant/Representative Signature — Date

This instrument was acknowledged before me on this 3rd day of July, 2021, and by Maria Hitt. I witness whereof I hereunto set my hand and official seal.

Marybeth Conrad
Notary Public

10.25.2024
My commission expires

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 594646
My Comm. Expires Oct 25, 2024

TAB 2

FS21-154
Mandou Ranch
Applicant: Tiffany Bosco, P.A.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 7/19/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
Cindy Cepen	[redacted]		

FS21-154
Mandou Ranch
Applicant: Tiffany Bosco, P.A.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 7/19/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
Roland Winters	[redacted]		

TAB 3

COMMENT CARD

NAME: Andy Cepon

ADDRESS: [redacted] Surprise AZ

COMMENT: 8 units per acre to match surrounding properties. Good use of open space with a proposed park (Rancho Mercado) across the street to the North. Support changes.

Please Send Comment Card or Contact Us with Additional Comments or Questions

Kurt Jones
2525 E Camelback Road – Seventh Floor
Phoenix, AZ 85016
602-452-2729, kajones@tblaw.com

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING
(Sign modification)

Application No: FS21-154

Applicant Name: _____.

Location: Southeast corner of Beardsley Canal and 147th Avenue

Date Site Posted: July 3rd, 2021 sign modified: August 18th, 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 8.18.2021

Applicant/Representative Signature Date

This instrument was acknowledged before me on this 18th day of August, 2021, and by Maria Hitt. I witness whereof I hereunto set my hand and official seal.

MaryBeth Conrad

Notary Public

10.25.2024

My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning andZoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: September 16, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: October 19, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-mandou-ranch
You can also dial in using your phone.
United States: +1 (786) 535-3211
Access Code: 194-100-437
Case number: FS21-154
Project Name: Mandou Ranch - Case #FS21-154
Request: Applicant is requesting a zone change for 14.4726 gross acres from Residential Ranch (RR) to Residential High Density (RH-15) with a PUD Overlay located at the southeast corner of Beardsley Canal and 147th Avenue.
Please call to confirm dates:
623- 222-3011
8/18/21 08:21:42


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: September 16, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: October 19, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-mandou-ranch
You can also dial in using your phone.
United States: +1 (786) 535-3211
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Project Name: Mandou Ranch - Case #FS21-154
Request: Applicant is requesting a zone change for 14.4726 gross acres from Residential Ranch (RR) to Residential High Density (RH-15) with a PUD Overlay located at the southeast corner of Beardsley Canal and 147th Avenue.
Please call to confirm dates:
623- 222-3011
8/18/21 08:22:03


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: September 16, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: October 19, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-mandou-ranch
You can also dial in using your phone.
United States: +1 (786) 535-3211
Access Code: 194-100-437
Case number: FS21-154
Project Name: Mandou Ranch - Case #FS21-154
General Plan Amendment Request: Applicant is requesting to change the General Plan Designation of Open Space Character Area to Suburban Neighborhood Character Area for 107 gross acres located at the Southwest and Southeast corner 147th Avenue (Bullard) and Beardsley Canal.
Please call to confirm dates:
623- 222-3011
8/18/21 08:22:32


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: September 16, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: October 19, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
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https://www.gotomeet.me/TBZoning/neighborhood-mtg-mandou-ranch
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United States: +1 (786) 535-3211
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General Plan Amendment Request: Applicant is requesting to change the General Plan Designation of Open Space Character Area to Suburban Neighborhood Character Area for 107 gross acres located at the Southwest and Southeast corner 147th Avenue (Bullard) and Beardsley Canal.
Please call to confirm dates:
623- 222-3011
8/18/21 08:22:53


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: September 16, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: October 19, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
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You can also dial in using your phone.
United States: +1 (786) 535-3211
Access Code: 194-100-437
Case number: FS21-154
Project Name: Mandou Ranch - Case #FS21-154
Request: Applicant is requesting a zone change for 14.4726 gross acres from Residential Ranch (RR) to Residential High Density (RH-15) with a PUD Overlay located at the southeast corner of Beardsley Canal and 147th Avenue.
Please call to confirm dates:
623- 222-3011
8/18/21 08:59:50


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: September 16, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: October 19, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-mandou-ranch
You can also dial in using your phone.
United States: +1 (786) 535-3211
Access Code: 194-100-437
Case number: FS21-154
Project Name: Mandou Ranch - Case #FS21-154
Request: Applicant is requesting a zone change for 14.4726 gross acres from Residential Ranch (RR) to Residential High Density (RH-15) with a PUD Overlay located at the southeast corner of Beardsley Canal and 147th Avenue.
Please call to confirm dates:
623- 222-3011
8/18/21 09:00:05


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: September 16, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: October 19, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-mandou-ranch
You can also dial in using your phone.
United States: +1 (786) 535-3211
Access Code: 194-100-437
Case number: FS21-154
Project Name: Mandou Ranch - Case #FS21-154
General Plan Amendment Request: Applicant is requesting to change the General Plan Designation of Open Space Character Area to Suburban Neighborhood Character Area for 107 gross acres located at the Southwest and Southeast corner 147th Avenue (Bullard) and Beardsley Canal.
Please call to confirm dates:
623- 222-3011
8/18/21 09:00:29


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 19, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria 23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: September 16, 2021
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: October 19, 2021
Time: 6:00 P.M.
Location: 16000N Civic Center Plaza Surprise, AZ 85374
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https://www.gotomeet.me/TBZoning/neighborhood-mtg-mandou-ranch
You can also dial in using your phone.
United States: +1 (786) 535-3211
Access Code: 194-100-437
Case number: FS21-154
Project Name: Mandou Ranch - Case #FS21-154
General Plan Amendment Request: Applicant is requesting to change the General Plan Designation of Open Space Character Area to Suburban Neighborhood Character Area for 107 gross acres located at the Southwest and Southeast corner 147th Avenue (Bullard) and Beardsley Canal.
Please call to confirm dates:
623- 222-3011
8/18/21 09:00:41

ORDINANCE # 2021-22

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE WITH A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY FOR MANDOU RANCH, LOCATED GENERALLY SOUTH OF HAPPY VALLEY ROAD, EAST OF 147TH AVENUE, AND SOUTH OF THE BEARDSLEY CANAL.

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 at the southeast corner of the Beardsley Canal and 147th Avenue;

WHEREAS, the subject site is currently zoned as Residential Ranch (RR);

WHEREAS, the rezone to Residential High Density with a PUD overlay is authorized by and satisfies the requirements of Surprise Municipal Code §122-68;

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, this rezone with PUD overlay is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

WHEREAS, on September 16, 2021, the Planning and Zoning Commission recommended approval of the Mandou Ranch rezone with PUD overlay.

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

Section 1. *Rezoning with PUD overlay*. The parcel legally described on ***Exhibit A*** and depicted on ***Exhibit B***, known as Mandou Ranch, is rezoned from Residential Ranch (RR) to Residential High Density (RH-15) with a PUD Overlay subject to the following stipulations:

a. Development and use of the site shall be consistent with the rezone narrative entitled “Mandou Ranch Rezone”, prepared by Kent A. Xander and dated Revised May 21, 2021.

b. Prior to the City recording a final plat or approving a site plan or building permit within the property, the applicant shall provide the City with a Notice of Payment from William Lyon Homes, Inc., that the Happy Valley West ("HVW") Buy-in Fee, the Happy Valley East ("HVE") Buy-in Fee, the 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.
c. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

Section 2. *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 will 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:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

APN 503-69-010N

That portion of the Southwest quarter of the Northwest quarter of Section 9, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of the southerly line of Beardsley Canal, described as follows:

Commencing at the West quarter corner of said Section 9;
Thence South 89° 51' 16" East along the South line of the Northwest quarter of said Section 9 a distance of 40.00 feet to the East line of the West 40.00 feet of said Northwest quarter and the **POINT OF BEGINNING**;
Thence North 00° 06' 46" West along said East line a distance of 453.83 feet to the southerly line of said Beardsley Canal as show on map of BEARDSLEY CANAL RIGHT OF WAY as recorded in Book 584 of Maps, page 19, records of Maricopa County, Arizona;
Thence North 73° 30' 58" East along said southerly line a distance of 123.03 feet to the beginning of a tangent curve, whose radius bears South 16° 29' 02" East a distance of 560.59 feet;
Thence easterly along said curve and along said southerly line of Beardsley Canal through a central angle of 18°37' 17" a distance of 182.19 feet to a to a point of tangency;
Thence South 87° 51' 42" East continuing along said southerly line a distance of 977.84 feet to the East line of the Southwest quarter of the Northwest quarter of Section 9;
Thence South 00° 05' 49" East along said East line a distance of 478.15 feet to the Southeast corner of the Southwest quarter of the Northwest quarter of Section 9;
Thence North 89° 51' 16" West along the South line of the Northwest quarter of Section 9 a distance of 1275.03 feet to the **POINT OF BEGINNING**.

Containing 14.4726 acres



Land Survey Services PLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

Job No. 20079

Ordinance No. 2021-22
RFLS #7990
Rev 09/21

Parcel Map Check Report

Date: 10/5/2020 3:12:35 PM

Parcel Name: APN 503-69-010N
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:984,098.9535'	East:565,951.6425'
Segment# 1: Line	
Course: N0°06'46"W	Length: 453.83'
North: 984,552.7826'	East: 565,950.7492'
Segment# 2: Line	
Course: N73°30'58"E	Length: 123.03'
North: 984,587.6919'	East: 566,068.7226'
Segment# 3: Curve	
Length: 182.19'	Radius: 560.59'
Delta: 18°37'17"	Tangent: 91.91'
Chord: 181.39'	Course: N82°49'37"E
Course In: S16°29'02"E	Course Out: N2°08'15"E
RP North: 984,050.1424'	East: 566,227.7876'
End North: 984,610.3423'	East: 566,248.6964'
Segment# 4: Line	
Course: S87°51'42"E	Length: 977.84'
North: 984,573.8568'	East: 567,225.8554'
Segment# 5: Line	
Course: S0°05'49"E	Length: 478.15'
North: 984,095.7075'	East: 567,226.6645'
Segment# 6: Line	
Course: N89°51'16"W	Length: 1,275.03'
North: 984,098.9466'	East: 565,951.6486'
Perimeter: 3,490.06'	Area: 14.4726Acre
Error Closure: 0.0092	Course: S41°35'07"E
Error North : -0.00689	East: 0.00611

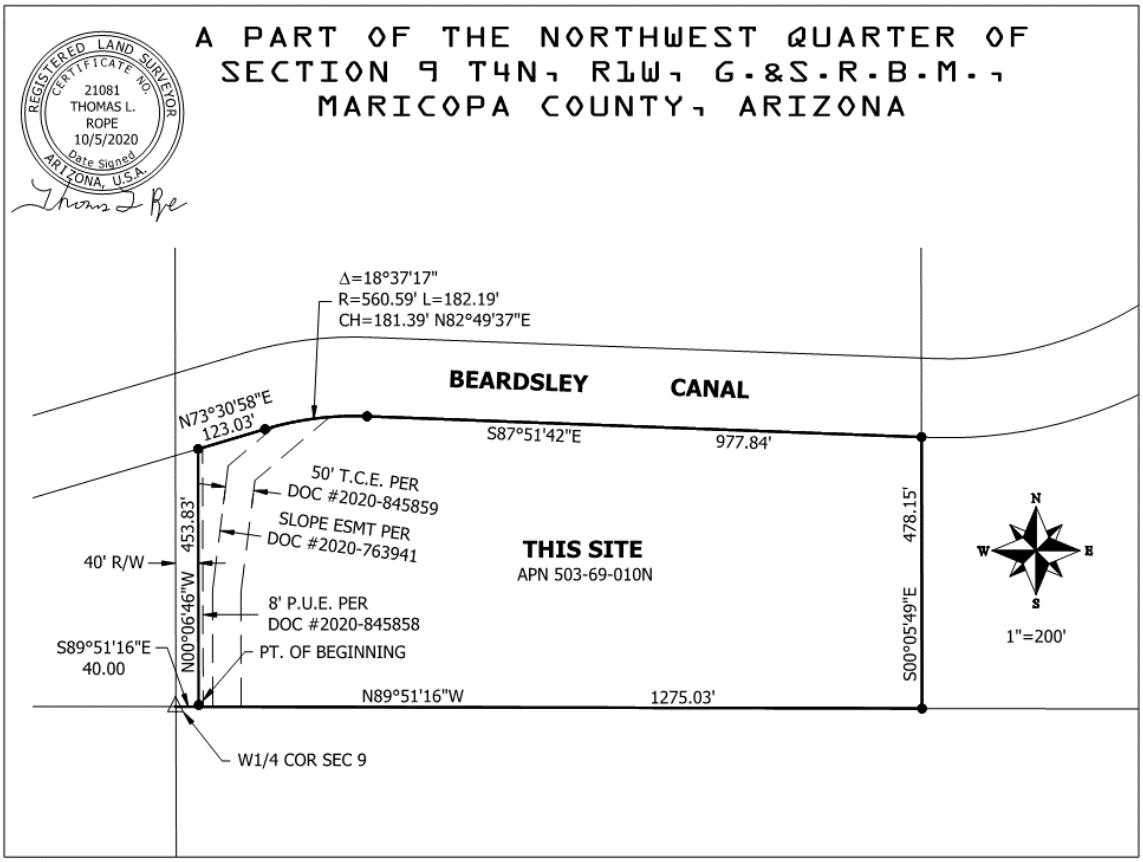


Land Survey Services PLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

Job No. 20079

Ordinance No. 2021-22
RFLS #7990
Rev 09/21

EXHIBIT B



Ordinance No. 2021-22
RFLS #7990
Rev 09/21

SURPRISE
ARIZONA

FS21-154 Mandou Ranch Rezone

City Council

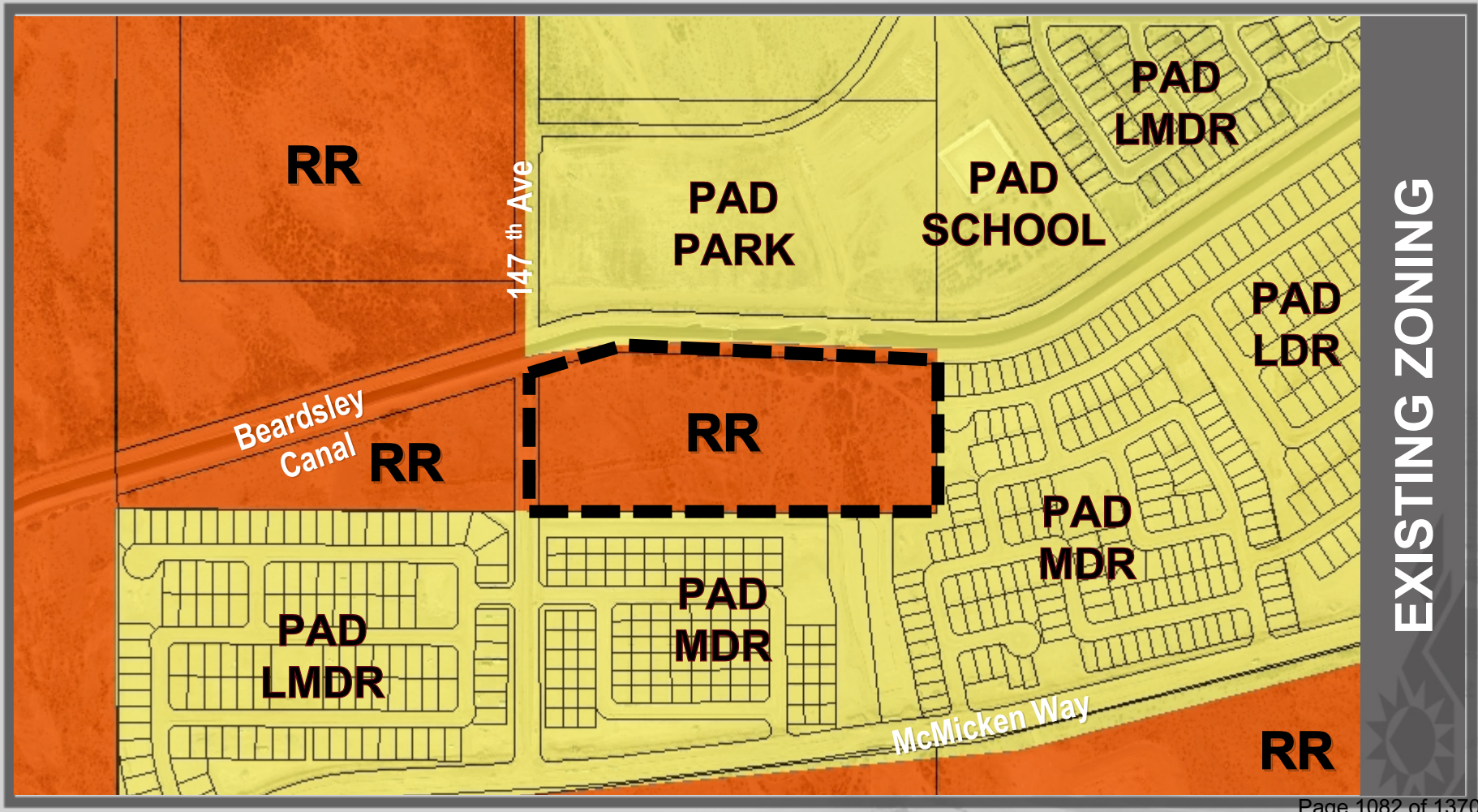
October 19, 2021

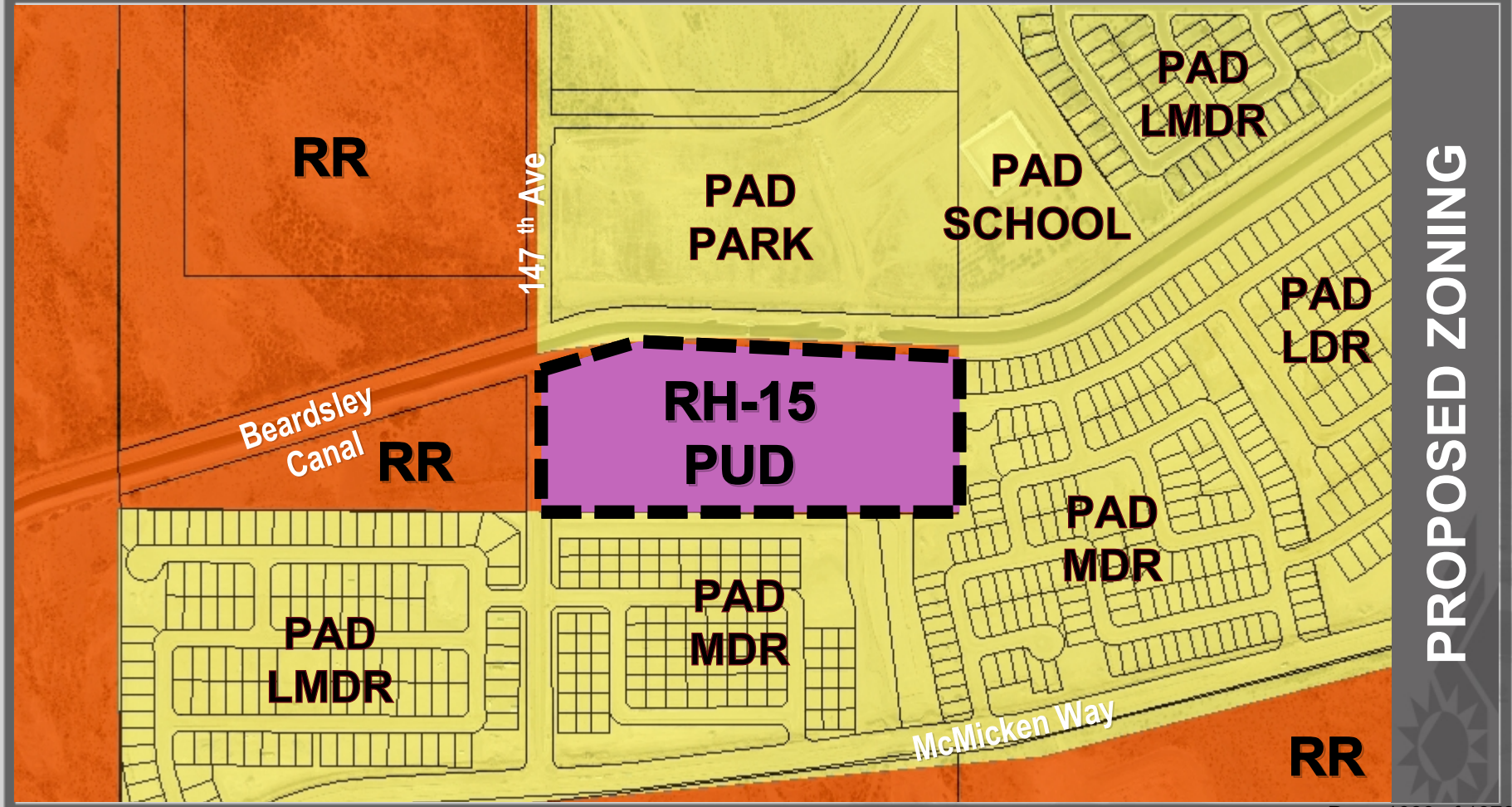


FS21-154 VICINITY MAP



FS21-154 VICINITY MAP


RR
147th Ave
PAD
PARK
PAD
SCHOOL
PAD
LMDR
PAD
LDR
Beardsley
Canal
RR
RR
PAD
MDR
PAD
MDR
PAD
LMDR
McMicken Way
RR
EXISTING ZONING

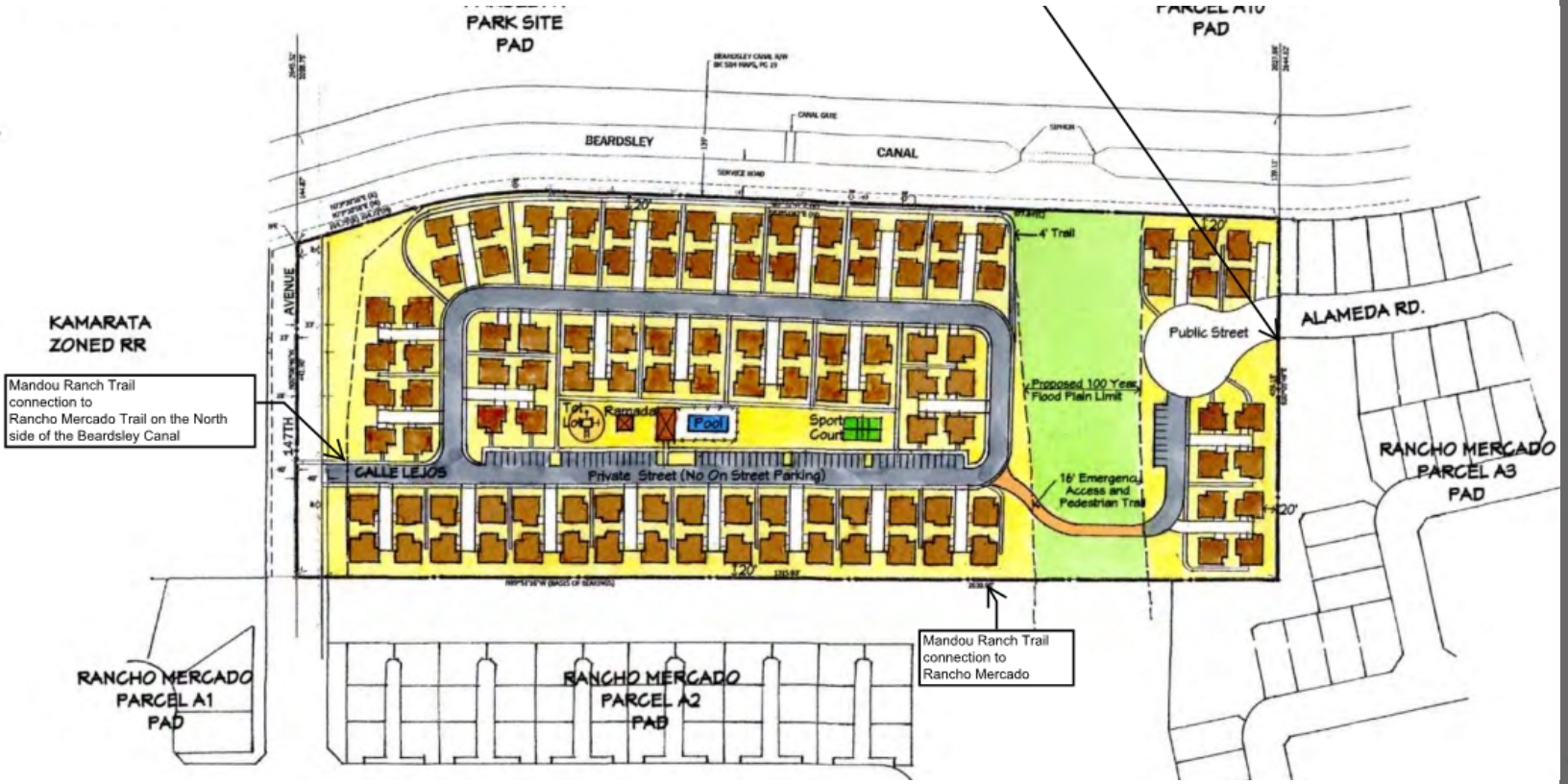

RR
147th Ave
PAD
PARK
PAD
SCHOOL
PAD
LMDR
PAD
LDR
Beardsley
Canal
RR
RH-15
PUD
PAD
MDR
PAD
MDR
PAD
LMDR
McMicken Way
RR
PROPOSED ZONING

PUD – DEVELOPMENT STANDARDS

Development Standard	RH-15 Conventional Development Standards	Proposed Modifications to RH-15 PUD Development Standards	
Maximum Dwelling Units per Acre	15.0	8.00 (1) (115 units max)	DECREASE
Minimum Lot Area Per Unit	2,400 sq.ft.	2,400 sq.ft.	
Maximum Building Height	35 feet	35 feet	REMAIN
Minimum Building Setbacks (Front) Along 147th Avenue	30 feet	30 feet	
Minimum Building Setbacks (Side) North adjacent to Beardsley Canal	10 feet	20 feet	INCREASE
Minimum Building Setbacks (Rear) East Adjacent to Rancho Mercado Parcel A3	30 feet	20 feet	DECREASE
Minimum Building Setbacks (Side) South Adjacent to Rancho Mercado Parcel A2	30 feet	20 feet	
Recreational Space per Dwelling Unit	35%	35%	REMAIN
Minimum Building Separation	25 feet	10 feet	DECREASE
Bike Parking – Residential	0.5 per dwelling	Zero per dwelling if the home has a backyard	
Bike Parking – Leasing Office	1 Per 20 vehicle spaces	1 Per 20 vehicle spaces	REMAIN

(1) The maximum dwelling units per acre and maximum dwelling units may be reduced due to the physical constraints of the site and a 2-acre wash traversing the site.

CONCEPTUAL SITE PLAN



OUTREACH

Neighborhood Meeting
July 19, 2021

- No Concerns

RECOMMENDATION

Staff recommends the P&Z Commission Recommend Approval to the Mayor and City Council subject to stipulations ‘a’ through ‘c’.

a. Development and use of the site shall be consistent with the rezone narrative entitled “Mandou Ranch Rezone”, prepared by Kent A. Xander and dated Revised May 21, 2021
b. Prior to the City recording a final plat or approving a site plan or building permit within the property, the applicant shall provide the City with a Notice of Payment from William Lyon Homes, Inc., that the Happy Valley West (“HVW”) Buy-in Fee, the Happy Valley East (“HVE“) Buy-in Fee, the 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.
c. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 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 of property generally located on the southwest corner of San Ysidro Road and 158th Avenue from Residential Ranch (RR) to Residential Medium Density (RM-6) with a PUD Overlay; Ordinance # 2021-21;Case FS21-036.

Motion:
I move to approve Ordinance #2021-21.

Background:
The applicant requests a Zone Change of 19.89 acres from Residential Ranch (RR) to Residential Medium Density with a Planned Unit Development Overlay (RM-6 PUD) for a single-family residential development known as San Ysidro Enclave. The developer proposes 70 dwelling units for a total density of 3.52 DU/Acre. On September 16, 2021, the Planning and Zoning Commission passed a motion to recommend approval of the Rezone for case FS21-036 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 - FS21-036 - San Ysidro Enclave - Staff Report
2. 01 - FS21-036 - San Ysidro Enclave - Vicinity Map
3. 02 - FS21-036 - San Ysidro Enclave - Zoning Map
4. 03 - FS21-036 - San Ysidro Enclave - Zoning Document
5. 04 - FS21-036 - San Ysidro Enclave - Luke AFB Comments
6. 05 - FS21-036 - San Ysidro Enclave - Citizen Participation Report_Redacted
7. 21.09.30 EVR FS21-036 - Ord 2021-21 San Ysidro Enclave
8. FS21-036 - San Ysidro Enclave - PowerPoint

SURPRISE
ARIZONA

ZONE CHANGE

REPORT TO THE CITY COUNCIL

Case:	**FS21-036**
Project Name:	San Ysidro Enclave
Council District:	1 – Acacia
Planning and Zoning Commission Date:	September 16, 2021
City Council Date:	**October 19, 2021**
Planner:	Sergio Angulo, Planner II

Owner:	Moshi Family Living Trust Pensco Trust Company LLC (Custodian)/Kevin Siggins Living Tr Hein Glen O/Kathy A Tr
Applicant:	Kent Xander with Xander Lander LLC
Request:	Zone Change from Residential Ranch (RR) to Residential Medium Density with a Planned Unit Development (RM-6 PUD) Overlay to allow deviations from the base development standards.
Site Location:	South of San Ysidro Road and east of 158th Avenue in a portion of Section 7, Township 4 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
Dwelling Units:	70 Units
Site Size:	19.89 acres (approx.)
Density:	3.52 DU/Ac
General Plan Conformance:	The proposal is consistent with the Surprise General Plan.
Support/Opposition:	The applicant held a neighborhood meeting on June 29, 2021 where residents of the vicinity asked questions and expressed their opinions on this project. There was no opposition to this project at the meeting.

Commission Recommendation: On September 16, 2021, the Planning and Zoning Commission passed a motion to recommend approval of the Zone Change for case FS21-036 to the Mayor and City Council.

Project Description:

Kent Xander with Xander Lander LLC, on behalf of the property owners, requests a Zone Change of 19.89 acres (approx.) of Residential Ranch (RR) to Residential Medium Density (RM-6) with a Planned Unit Development (PUD) Overlay. The proposed Zone Change request anticipates the eventual development of the property into a single-family residential subdivision, located south of San Ysidro Road and east of 158th Avenue.

Background:

January 12, 2006: The City Council approved the annexation (Ordinance #05-60) of the subject property.

December 10, 2020: Staff met with the applicant to discuss the project during a regularly scheduled Concept Review meeting under CR20-745.

January 13, 2021: The applicant filed a related request for a Zone Change of approximately 19.89 acres from RR to RM-6 PUD under case FS21-036, the subject case.

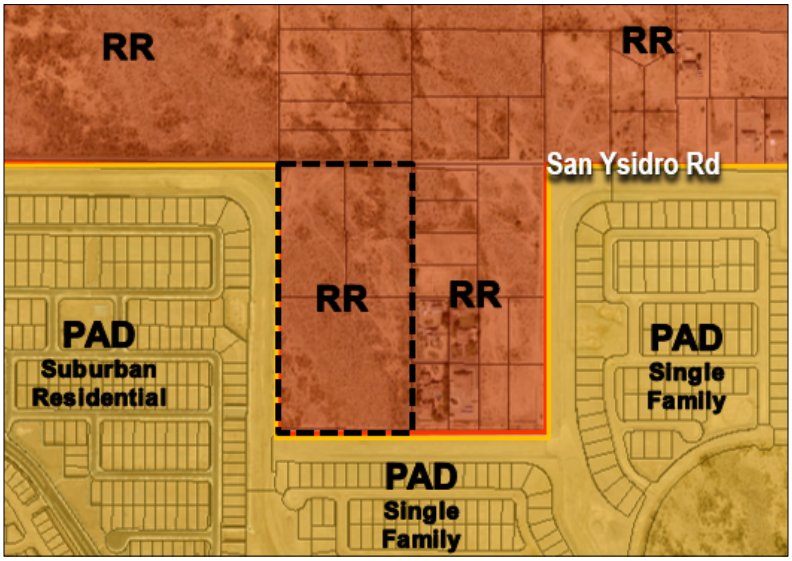
June 29, 2021: The applicant held a neighborhood outreach meeting to discuss the project.

September 16, 2021: The Planning and Zoning Commission passed a motion to recommend approval of the Zone Change for case FS21-036 to the Mayor and City Council.

Neighborhood Meeting Summary:

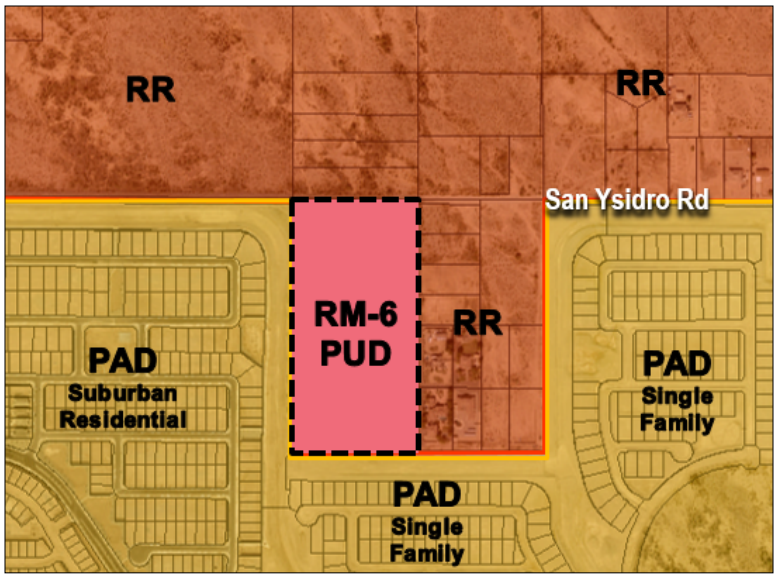
As noted above, the applicant held a virtual neighborhood outreach meeting on June 29, 2021, which was advertised per state law and the requirements of the SUDC. Two (2) Residents from the vicinity attended the meeting to learn about the project and ask questions. One (1) neighbor asked questions regarding the developer's improvement requirements along their property. That neighbor seemed relieved to know that the developer plans to provide road improvements for San Ysidro Road and resolve some of the drainage problems on site. There was no opposition to this project at the meeting. See the attached Citizen Participation Report for a full meeting summary.

Existing Land Zoning:



RR	RR	RR
PAD – Suburban Residential	**RR**	RR
PAD – Suburban Residential	PAD – Single Family	PAD – Single Family

Proposed Land Zoning:



RR	RR	RR
PAD – Suburban Residential	**RM-6 PUD**	RR
PAD – Suburban Residential	PAD – Single Family	PAD – Single Family

Analysis and Discussion:

The applicant requests to rezone the subject property from Residential Ranch (RR) to Residential Medium Density (RM-6) with a PUD Overlay. This zoning application was submitted and reviewed under the requirements of the SUDC, the City's previous development ordinance. In RM-6 zoned properties, the SUDC allows a maximum density of six (6) dwelling units per acre; however, this PUD Overlay will cap the density at 3.52 dwelling units to the acre. The proposed PUD Overlay also proposes certain deviations from development standards set forth in the SUDC.

This Zone Change and PUD Overlay will allow the property to develop as a single-family community where the applicant proposes a maximum of 70 dwelling units. The project proposes 50' wide lots and approximately 6.23 acres (31.3 %) of open space. This development proposes to take access from San Ysidro Road with an additional emergency access on 158th Avenue to the east. Amenities on site will comply with the requirements of the SUDC.

PUD Overlay

As part of the proposed Zone Change and PUD Overlay the applicant requests to deviate from certain development standards set forth in the SUDC for RM-6 as follows:

	RM-6 Residential Zoning District Development Standards	San Ysidro Enclave RM-6 PUD Proposed Development Standards	
Minimum Width	50′	50′	REMAIN
Maximum Density/Ac.	6.0	3.52	DECREASE
Minimum Lot Area (Per Unit)	6,000	5,750	
Minimum Lot Depth	100′	115′	INCREASE
Front Setback (livable)	12′	12′ (2)	REMAIN
Front Setback (Garage)	20′	20′ (1)	
Side Setback	(3)	5′ and 8′	CREATE
Rear	20′	20′ (4)	
Street Side/Corner Lot	10′	10′	REMAIN
Maximum Building Height	35′	35′	

(1) Front facing garages shall have a minimum 20-foot front yard setback measured from back of sidewalk.
(2) 12-foot livable front setback is measured from the front Lot Line.
(3) To be determined at Site Plan or Preliminary Plat Review.
(4) Porches/patios may encroach 2.5' into the rear yard setbacks.

Aside from the proposed deviations to the development standards shown above, the subject property will be developed per the requirements of the SUDC.

Utility and Services Table:

Electric:	APS
Water:	City of Surprise
Wastewater:	City of Surprise
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 3.52 DU/Ac, which demonstrates consistency with this land use category.

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.

Summary:

This proposed Zone Change and PUD Overlay will reduce the maximum allowed density and amend certain development standards to allow for the development of San Ysidro Enclave.

Findings:

- The proposed Zone Change and density are consistent with the Surprise General Plan 2035.
- The proposed Zone Change is consistent with the Surprise Unified Development Code (SUDC), except as amended through the PUD Overlay.
- The SUDC allows for the modification of development requirements through the PUD Overlay process.

Recommendation:

On September 16, 2021, the Planning and Zoning Commission passed a motion to recommend approval of FS21-036 to the Mayor and City Council subject to stipulations 'a' through 'c' as follows:

a. Development and use of the site shall be consistent with the rezone narrative entitled "San Ysidro Enclave PUD", prepared by KAX Group, LLC with Revision Date: May 14, 2021.

b. Prior to the City recording a final plat or approving a site plan or building permit within the property, the applicant shall provide the City with a Notice of Payment from William Lyon Homes, Inc., that the Happy Valley West ("HVW") Buy-in Fee, the Happy Valley East ("HVE") Buy-in Fee, the 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.

c. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

However, should the City Council wish to recommend denial of the request to the City Council, the City Council should make its own findings and base its decision on those alternative findings.

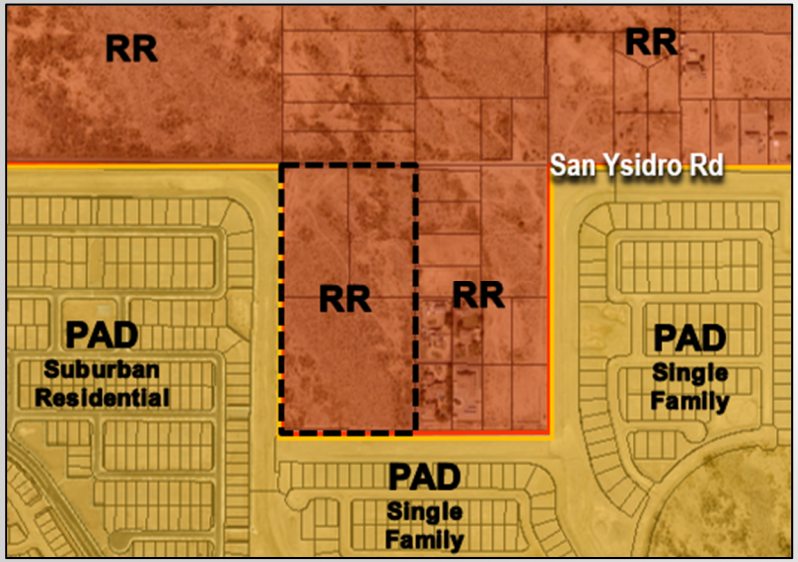
Attachments:

01 Vicinity Map
02 Zoning Map
03 Zoning Document
04 Luke AFB Comments
05 Citizen Participation Report
06 Ordinance #2021-21

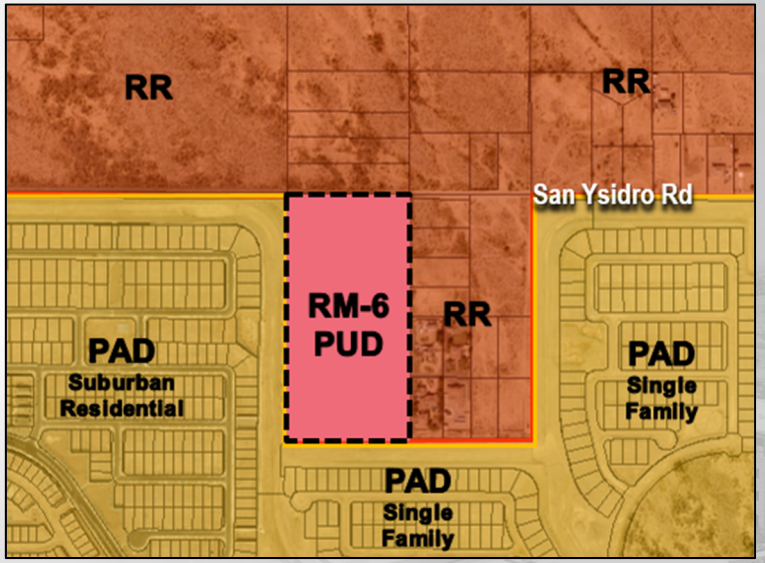


VICINITY MAP

EXISTING ZONING



PROPOSED ZONING



ZONING

San Ysidro Enclave PUD

Case No. FS21-036
Rezone from Residential Ranch (RR) to
RM-6 (Residential Medium Density) with a (PUD) Overlay

19.89 Gross Acres

Southwest corner San Ysidro and 158th Avenue, Surprise, AZ

Prepared by: KAX Group, LLC

Submitted To: City of Surprise, Arizona

Dated: November 17, 2020
Revision Date: January 1, 2021
Revision Date: April 28, 2021
Revision Date: May 14, 2021

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Existing Zoning Map……... Exhibit A

Proposed Zoning Map……. Exhibit B

Legal Description and Map……... Exhibit C

Development Concept Plan……. Exhibit D

Area Map…… Exhibit E

General Plan 2035 Land Use Map……. Exhibit F

Drainage Map - South of Happy Valley Road
between 163rd Avenue and 157th Avenue……..Exhibit G

San Ysidro Enclave Team:

Applicant:
KAX Group, LLC
Kent A. Xander kxander@kaxgroup.com
9290 E. Thompson Peak Pkwy., Unit 227
Scottsdale, Arizona 85255
(602) 499-9305

Land Planning:
Walsh Design Group
Joe Walsh landoc@cox.net
6106 E. Rose Circle Drive
Phoenix, AZ 85018
(602) 619-7581

Location and Introduction:

A **Vicinity Map on page 4** illustrates San Ysidro Enclave location – Southwest corner San Ysidro and 158th Avenue, Surprise, AZ

San Ysidro Enclave PUD is a proposed 19.89-acre residential subdivision adjacent to the Fulton Homes Escalante Parcel 3 and Escalante Parcel 7 both zoned for an allowed density of 3-4 units per acre. San Ysidro Enclave is adjacent to unincorporated vacant land to the north and vacant land and homes to the east zoned Rural Residential (RR). This project includes working adjacent properties to formulate a cohesive development plan working out circulation, utilities, and drainage issues. The Development Conceptual Plan shown in **Exhibit D**, addresses these issues and provides for a conceptual plan for single family residential subdivision. When San Ysidro Enclave subdivision is developed, the adjacent 27.5 foot ROW half street improvements on W. San Ysidro shall be constructed by the Developer. A 27.5' ROW for 158th Avenue will be dedicated to the City of Surprise at Final Plat and left in-situ.

Exhibit A and **Exhibit E** depicts a map of the existing zoning of the subject property and the adjacent PAD's, vacant land, and homes. The adjacent specific zoning and land uses are as follows:

West		
• Fulton Homes Escalante Parcel 3	MDR	53' x 120' lots
South		
• Fulton Homes Escalante Parcel 7	MDR	58' x 125' lots
North		
• Rural Residential (RR)	Vacant Land	City of Surprise
East		
• Rural Residential (RR)	Vacant Land Existing Single Family Homes	City of Surprise

Description of Request:

Introduction.
Applicant is requesting a zone change, regarding Case No. FS21-036, for 19.89 gross acres from Residential Ranch (RR) to RM-6 Residential Medium Density (RM-6) with a PUD Overlay located at the southwest corner of San Yisdro and 158th Avenue. See **page 4**, Vicinity Map for the general location.

Project Overview and Zoning Request.
San Ysidro Enclave will be rezoned to a PUD Residential Medium Density detached residential subdivision. See **Exhibit B,** Proposed Zoning Map and see **Exhibit C** for Legal Description and Map Exhibit.

The 19.89 gross acres fronting on San Ysidro will be rezoned from Residential Ranch (RR) to Residential Medium Density (RM-6) with a PUD Overlay. San Ysidro Enclave will include a maximum of 70 residential lots for a gross density of 3.52 DU/Ac.

With a cap on density, the Applicant believes the development standards associated with the RM-6 zoning district are more in line with those of the PAD's in the area of the subject property, with certain deviations as articulated in **Table A** of the San Ysidro Enclave Narrative.

San Ysidro Enclave Development Concept Plan shown on **Exhibit D** shows the lot sizes of the subject property to be a minimum lot size of 50' x 115' (5,750 sq. ft.) with two open space areas with pedestrian trial connections along the west, south, and north sides of San Ysidro Enclave.

The SUDC requires that not less than 20% of the "Net Residential Acreage" be set aside as open space. The Net Residential Acreage ("NRA") is calculated by the total amount of land taken up by the individual lots ("Lot Area") combined with the total Open Space. This development will provide a minimum of 20.0% of open space as a % of NRA (Open Space / NRA). The conceptual site plan, attached as Exhibit D shows approximately 40.14% Open Space as a % of NRA. Passive and Active open spaces for the development shall be calculated at pre-plat engineering and landscaping plan submittal.

San Yisdro Enclave Conceptual Plan Open Space as a % of NRA			
	Sq. Ft.	Acres	
Total Gross Area	866,526.01	19.89	% of Project
ROW Dedication	190,000.00	4.36	21.93%
Open Space	271,526.01	6.23	31.34%
Total Lot Sq. Ft.	405,000.00	9.30	46.74%
Total Gross Area	866,526.01	19.89	
NRA = Open Space + Total Sq. Ft. of Lots	676,526.01		
Open Space as a % of NRA	40.14%		

The primary amenity area will follow SUDC 122-137(o) including a Ramada, seating areas, tot lot, with a turf area providing play opportunities for all ages and shaded seating areas.

Justification to Deviate and Modify the Development Standards:

The following is justification to deviate from SUDC RM-6 Development Standards.

- The project site has major offsite drainage issues and physical constraints that forces the project to deviate from some of the SUDC development standards requirements.

- The 100-year flood plain encumbers the entire site. The site will be completely graded, and with the Flood Plain Use Permit and CLOMR/LOMR documents processed through Maricopa County and FEMA approval the site will be engineered out of the Flood Plain.

- Exhibit G is a Drainage Map prepared by EPS Engineering Group. The Map shows the offsite sheet flows in the area south of Happy Valley Road, east of 163rd Avenue to 157th Avenue. Fulton Homes Escalante developed their own channel to take on the offsite sheet flows which did not include San Ysidro Enclave. Exhibit G shows the Escalante channel on the west side and south side of San Yisdro Enclave. As noted in green on the Map, when San Ysidro Enclave subdivision is constructed, the site will need to construct 2 culverts under San Ysidro to a 60 foot offsite drainage tract on the north side of the site and continue the 60 foot channel along the east side of the site to a permanent offsite basin approximately 40,000 square feet.

- The south side of the site San Ysidro Road is designed with a 60 foot offsite drainage tract with 2 culverts under San Ysidro Road.

- The east side of the site 158th Avenue is designed with no points of vehicle access because of the 60' offsite drainage tract and an approximate 40,000 sq. ft. exclusive offsite basin that can't be shared with other drainage.

- Because of the existing Chanel on the south side of the site there is no vehicle access to the south.

- Because of the existing Chanel on the west side of the site there is no vehicle access to the west.

RM-6 Zoning Designations and Development Standards.

It is the intent of San Ysidro Enclave to amend the RM-6 Residential Zoning District Development Standards with certain deviations as articulated in **Table A** and/or described below.

The wash on-site will be designed and constructed to resemble a natural wash and it will serve as an amenity for the development.

The minimum Lot Area Per Unit is being reduced from 6,000 sq. ft. to 5,750 sq. ft. due to the offsite drainage channel and exclusive basin for offsite water located on the east side of the site. The channel and basin will add additional land for open space. With the 27.5 feet right of way being dedicated and left in-situ plus the 60 foot offsite drainage tract, creates an open space buffer to the east adjacent homes of 87.5 feet.

The side yard setbacks will be 5 feet and 8 feet.

The north side of the site San Ysidro Enclave will have two points of vehicle access.

The east side of the site 158th Avenue is designed with no points of vehicle access because of the 60' offsite drainage tract and an approximate 40,000 sq. ft. exclusive offsite basin that can't be shared with other drainage. Next to the exclusive offsite water basin vehicle emergency access will be allowed to access 158th Avenue. The existing cul-de-sac at the SEC of the site will be left in-situ. The two points of vehicle access on San Ysidro and emergency access to 158th Avenue as well as surfacing requirements will meet 2018 IFC chapter 503 requirements and designed at Preliminary Plat.

San Ysidro Enclave wall design will be compatible to Fulton Homes Escalante wall design.

VICINITY MAP

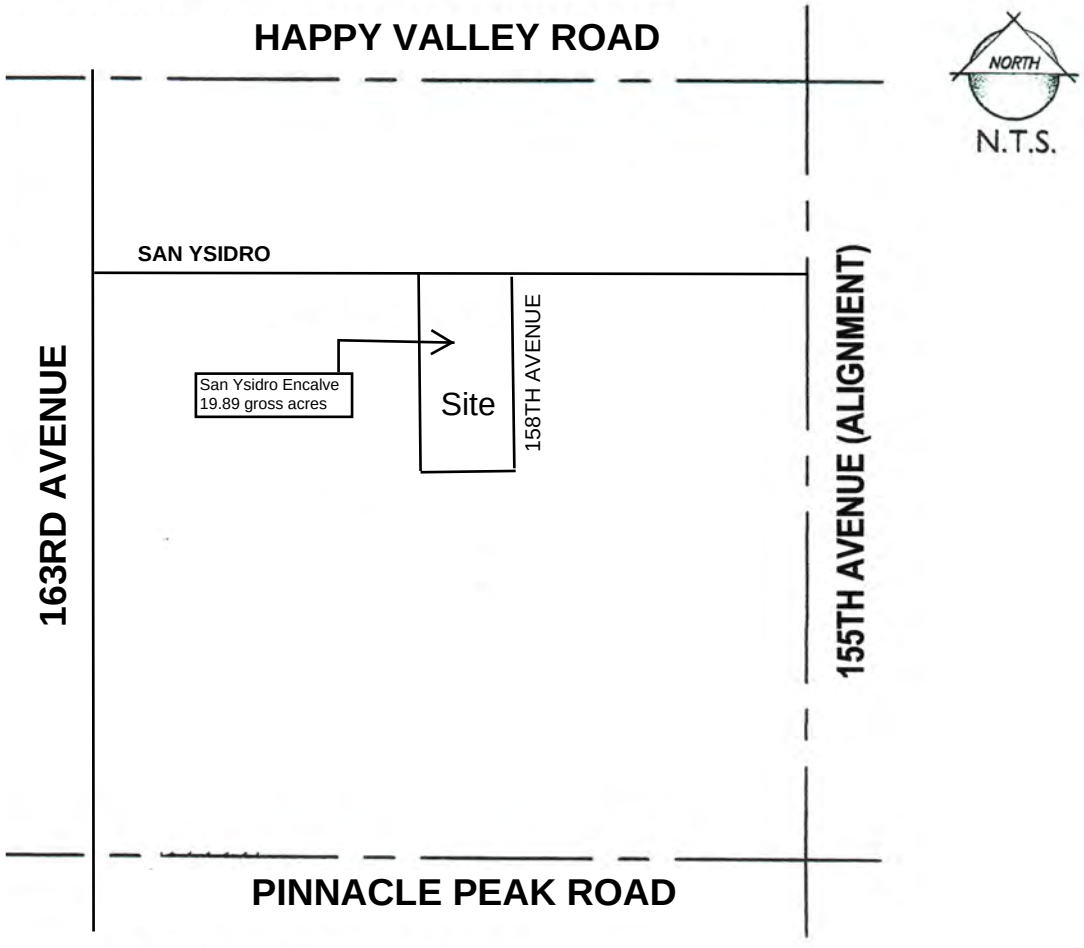


Table A
Residential Medium Density RM-6 PUD Overlay Development Standards Comparison Table

	RM-6 Residential Zoning District Development Standards	San Ysidro Enclave RM-6 PUD Proposed Development Standards
Minimum Width	50’	50’
Maximum Density/Ac.	6.0	3.52
Minimum Lot Area (Per Unit)	6,000	5,750
Minimum Lot Depth	100’	115’
Front Setback (livable)	12’	12’ **(2)**
Front Setback (Garage)	20’	20’ **(1)**
Side Setback	**(3)**	5’ and 8’
Rear	20’	20’ **(4)**
Street Side/Corner Lot	10’	10’
Maximum Building Height	35’	35’

(1) Front facing garages shall have a minimum 20-foot front yard setback measured from back of sidewalk.
(2) 12-foot livable front setback is measured from the front Lot Line.
(3) To be determined at Site Plan or Preliminary Plat Review.
(4) Porches/patios may encroach 2.5’ into the rear yard setbacks.

The result of the San Ysidro Enclave PUD zone change with a PUD Overlay would be:

- San Ysidro Enclave PUD will be in conformance with the adopted Surprise General Plan 2035 as noted below.

- The development of San Ysidro Enclave PUD will occur in a manner that is consistent with the PUD's and PAD's developed in the area.

- San Ysidro Enclave PUD will provide an open space tract on the north and west side of the San Ysidro Enclave for drainage control, pedestrian trail, and/or open space transition to buffer between the San Ysidro Enclave and the adjacent single-family homes to the west.

- Dedicate a 27.5' right of way on 158th Avenue. (east side of San Ysidro Enclave)

- Dedicate a 27.5' right of way on San Ysidro. (north side of the San Ysidro Enclave)

- Unless specified in this Zoning Narrative Document, all development shall comply with the development standards and design guidelines set in the Surprise Municipal Code at the time of Preliminary Plat.

Conformance with the adopted Surprise General Plan 2035:

The Surprise General Plan 2035 land Use Map shown on **Exhibit F** shows San Ysidro Enclave subdivision 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 3.52 DU/Ac, San Ysidro Enclave 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 combination of 158th Ave and planned open space along the east side of San Ysidro Enclave is setback 87.5' feet from the single-family homes to the east.

Ingress/Egress/Access

- Two access points on San Ysidro and one emergency access point to 158th Avenue.

Transportation/Traffic and Utilities

- Onsite public streets shall be constructed to meet City standards widths and cross sections based on approval of the Preliminary Plat.

Exhibit A Existing Zoning Map

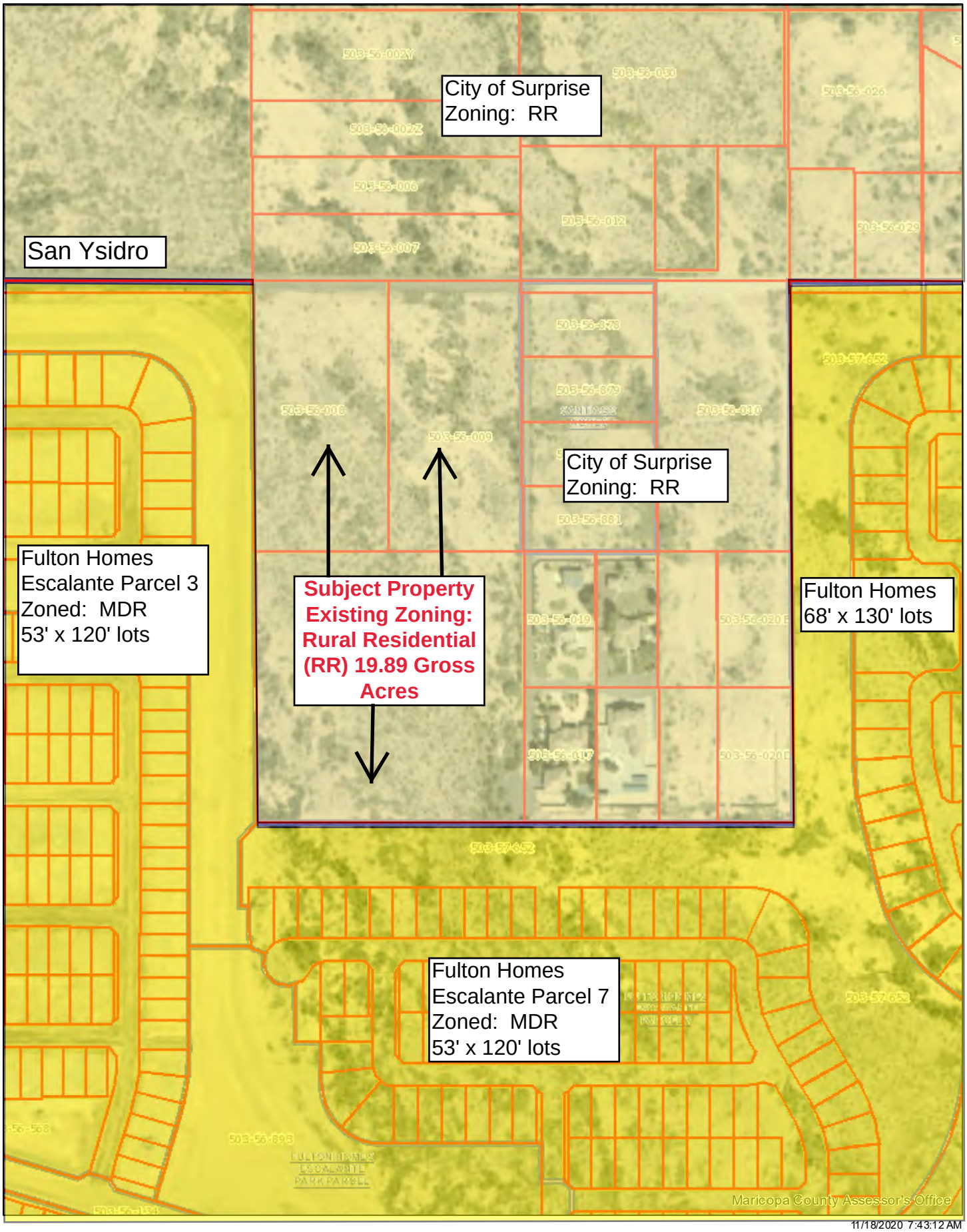
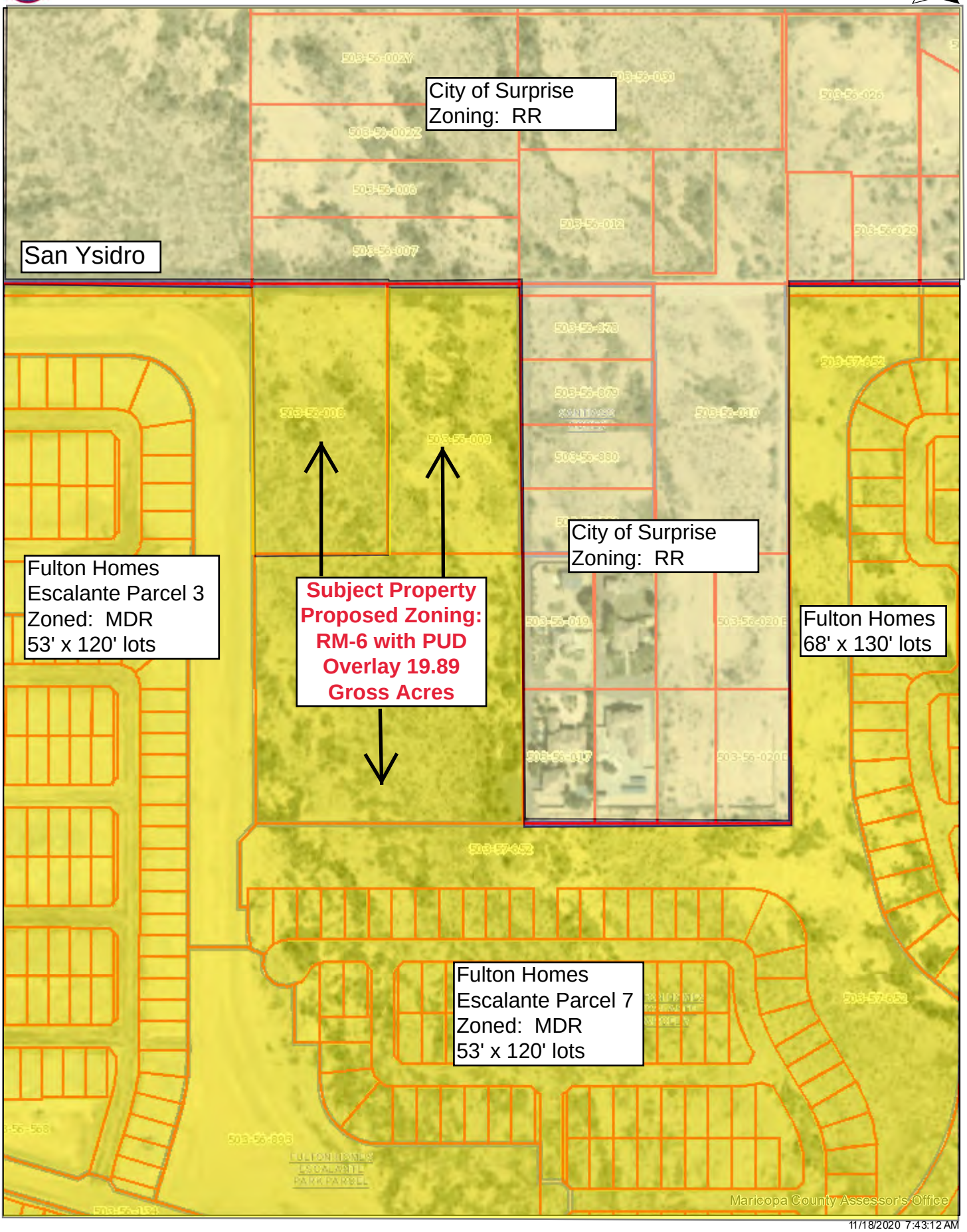


Exhibit B
Proposed Zoning Map

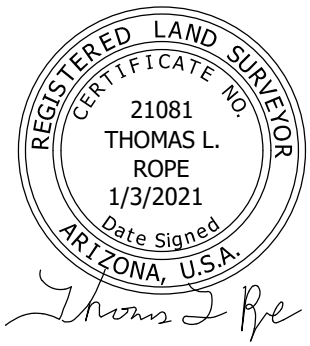


LEGAL DESCRIPTION

The West half of the Southwest quarter of the Northeast quarter of Section 7, 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 Northwest corner of said Section 7;
Thence South 00° 20' 52" West along the West line of said Section 7 a distance of 1317.09 feet to the Northwest corner of the South half of the Northwest quarter of Section 7;
Thence South 89° 43' 18" East along the North line of said South half a distance of 1861.40 feet to the Northwest corner of the Southwest quarter of the Northeast quarter of Section 7 and the **POINT OF BEGINNING**;
Thence South 89° 44' 00" East along the North line of said Southwest quarter a distance of 657.04 feet to the East line of the West half of the Southwest quarter of the Northeast quarter of Section 7;
Thence South 00° 07' 53" East along said East line a distance of 1318.47 feet to the Southeast corner of the West half of the Southwest quarter of the Northeast quarter of Section 7;
Thence North 89° 42' 14" West along the South line of the Northeast quarter of Section 7 a distance of 657.61 feet to the Center of Section 7;
Thence North 00° 06' 24" West along the West line of the Northeast quarter of Section 7 a distance of 1318.12 feet to the **POINT OF BEGINNING**.

Containing 19.8927 acres



JOB NO. 20060

PARCEL MAP CHECK REPORT

Land Survey Services PLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

Parcel Name: San Ysidro/159th Avenue

Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:985,465.3024' East:552,030.2246'

Segment# 1: Line
Course: S89°44'00"E Length: 657.04'
North: 985,462.2445' East: 552,687.2575'

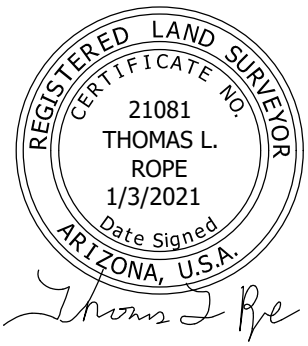
Segment# 2: Line
Course: S0°07'53"E Length: 1,318.47'
North: 984,143.7779' East: 552,690.2809'

Segment# 3: Line
Course: N89°42'14"W Length: 657.61'
North: 984,147.1765' East: 552,032.6797'

Segment# 4: Line
Course: N0°06'24"W Length: 1,318.12'
North: 985,465.2942' East: 552,030.2258'

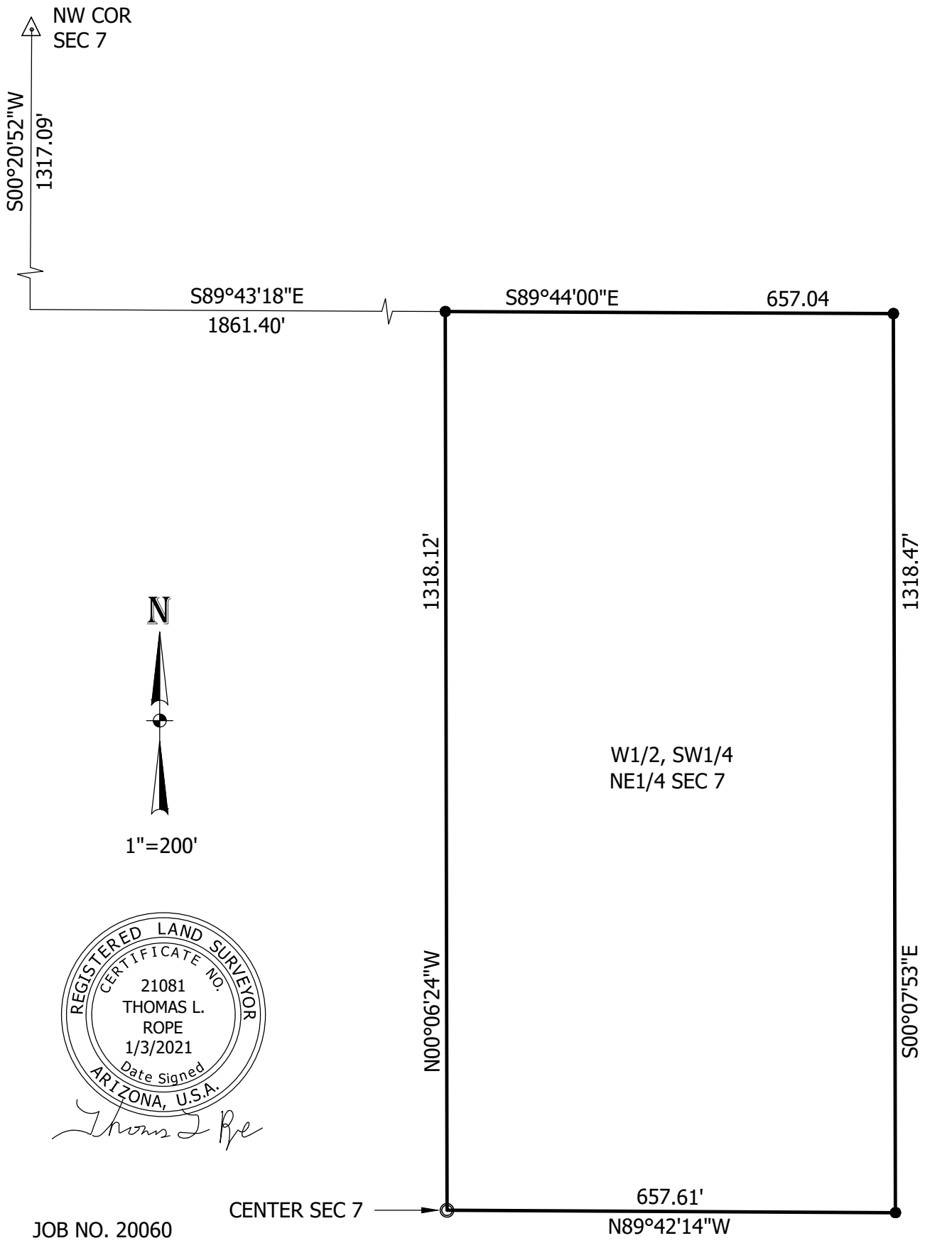
Perimeter: 3,951.24' Area: 19.8924Acre
Error Closure: 0.0083 Course: S8°24'29"E
Error North : -0.00822 East: 0.00122

Precision 1: 476,053.01



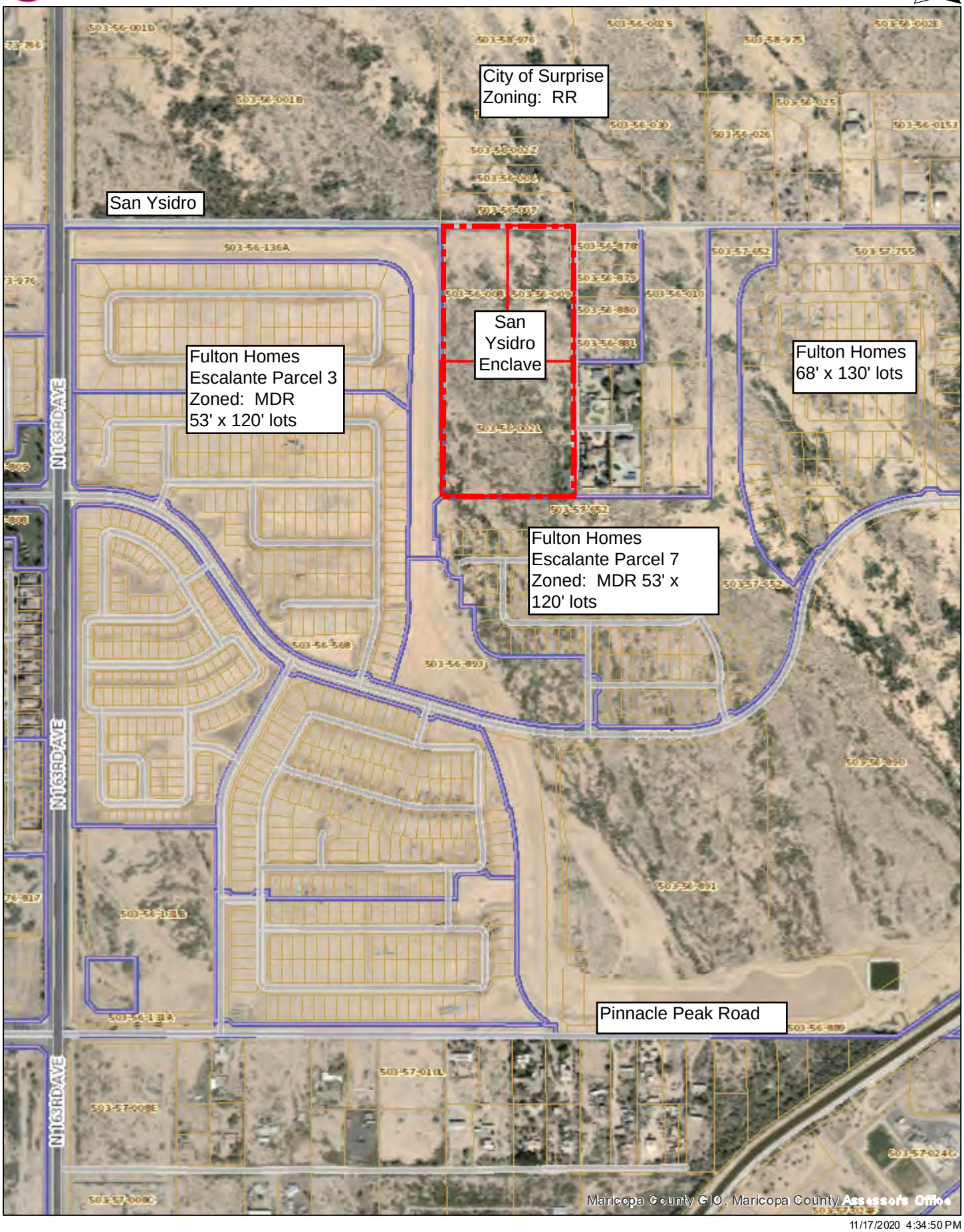
JOB NO. 20060

A PORTION OF THE NORTHEAST QUARTER OF SECTION 7 T4N, R1W, G.&S.R.B.M., MARICOPA COUNTY, ARIZONA



JOB NO. 20060

Exhibit E
Area Map

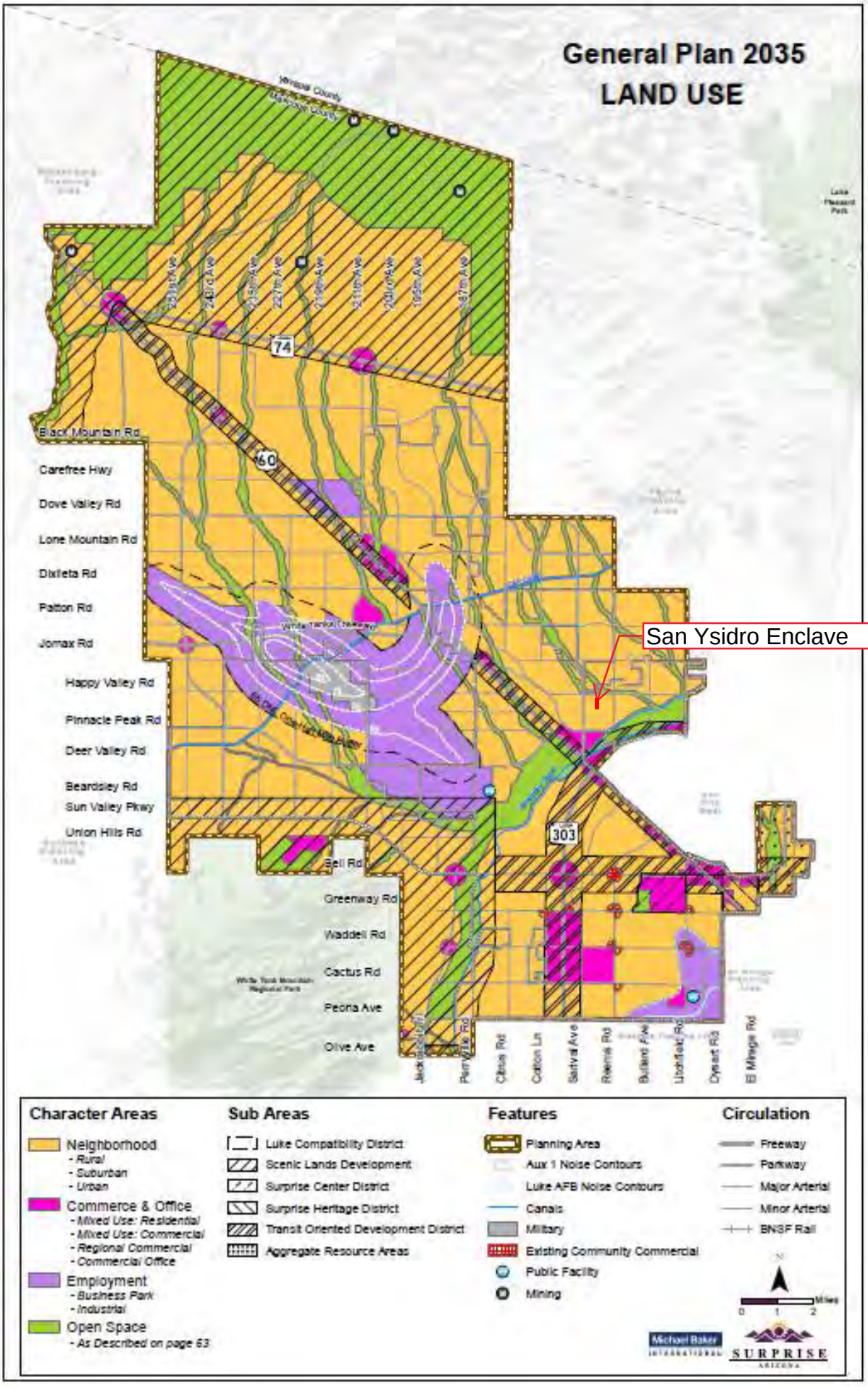


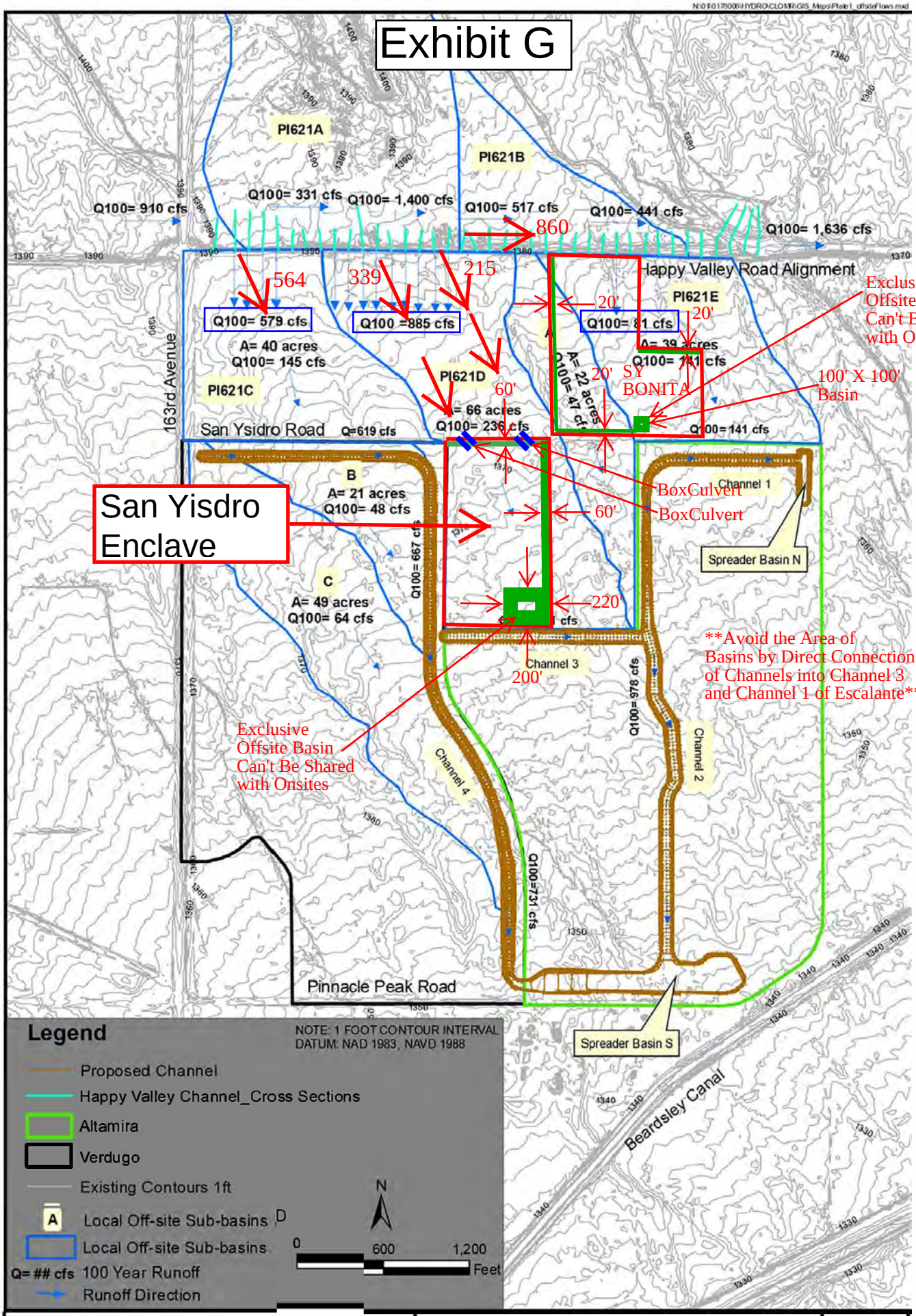
11/17/2020 4:34:50 PM

EXHIBIT D


SAN YSIDRO
ENCLAVE
CONCEPTUAL PLAN
70-50'x115' lOTS
N
APN 503-56-007
REBECCA DAOUD
25' INGRESS/EGRESS AND UTILITY ESMT DKT 9973, PG 893
PAVED ROAD
SAN YSIDRO ROAD
S89°44'00"E 328.52'
27.5'
657.04' 328.52'
West 27.5 feet of 158th Avenue ROW dedication to be left in Situ.
SET P.K. NAIL W/TAG LS 21081
60'
Drainage Amenity/ Open Space Area
50'
56
57
58
59
115'
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
50' TYP.
115'
659.06'
N00°06'24"W
52
53
54
55
51
50
49
48
44
45
46
47
43
42
41
40
36
37
38
39
35
34
33
32
Open Space
60
61
62
63
64
65
66
67
68
69
70
Drainage Amenity/Open Space Area
60'
27.5'
Open Space
16' Emergency Access
S00°07'53"E
659.23'
AVENUE
158TH
27.50'
DIRT ROAD
LOT 1 SANTIAGO ACRES BK 1516 MAPS PG 16
LOT 2 SANTIAGO ACRES BK 1516 MAPS PG 16
LOT 3 SANTIAGO ACRES BK 1516 MAPS PG 16
LOT 4 SANTIAGO ACRES BK 1516 MAPS PG 16
PARCEL 1 LOT SPLIT SURVEY BK 600 MAPS PG 13
PARCEL 3 LOT SPLIT SURVEY BK 600 MAPS PG 13
VERDUGO MASTER PLAT BOOK 1362 MAPS PG 45
SET 1/2" REBAR W/CAP LS 21081
30'
CENTER SEC 7 FND "T" POST W/BLM ALUM. CAP MISSING; ALSO FND 1/2" REBAR W/CAP 33315 0.25' S.
N89°42'14"W
50'
657.51'
FND 1/2" REBAR W/CAP (ILLEGIBLE)
APN 503-56-005C
FULTON HOMES CORP.

Exhibit F


General Plan 2035
LAND USE
San Ysidro Enclave
Black Mountain Rd
Carefree Hwy
Dove Valley Rd
Lone Mountain Rd
Dixileta Rd
Patton Rd
Jomax Rd
Happy Valley Rd
Pinnacle Peak Rd
Deer Valley Rd
Beardsley Rd
Sun Valley Pkwy
Union Hills Rd
Bell Rd
Greenway Rd
Waddell Rd
Cactus Rd
Peoria Ave
Olive Ave
74
60
303
Character Areas
Neighborhood
- Rural
- Suburban
- Urban
Commerce & Office
- Mixed Use: Residential
- Mixed Use: Commercial
- Regional Commercial
- Commercial Office
Employment
- Business Park
- Industrial
Open Space
- As Described on page 63
Sub Areas
Luke Compatibility District
Scenic Lands Development
Surprise Center District
Surprise Heritage District
Transit Oriented Development District
Aggregate Resource Areas
Features
Planning Area
Aux 1 Noise Contours
Luke AFB Noise Contours
Canals
Military
Existing Community Commercial
Public Facility
Mining
Circulation
Freeway
Parkway
Major Arterial
Minor Arterial
BNSF Rail
Miles
0 1 2
Michael Baker
SURPRISE



OFF-SITE FLOW MAP	ALTAMIRA & VERDUGO CLOMR	JOB NO. 01-0178006
4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 TELEPHONE (602) 264-6831		PLATE 1 05/02/2013

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE
To: Nichole Flores
Subject: RE: FS21-036 San Ysidro Enclave - New Digital Submittal 01.13.21
Date: Thursday, January 21, 2021 2:18:48 PM

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Nichole,

Thank you for allowing Luke AFB to make comments on the San Ysidro Enclave Application. San Ysidro Enclave PUD is a proposed 19.89-acre residential subdivision. The site is located on the Southwest corner San Ysidro and 158th Avenue, Surprise, AZ. It is approximately 4 miles outside the Aux-1 2004 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

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: Nichole Flores
Sent: Thursday, January 14, 2021 7:58 AM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Maricopa) ; 'Bob Woodring - TEMPX' ; 'Chris Cain - MWD' ; Daniel Trujillo ; 'Debbie Trasancos - MWD' ; Donna Miller ; 'Ernest (USPS)' ; 'Eva Pierce' ; Greg Welch ; 'Ibeth - USPS' ; Jerome Choy (ADOT) ; 'Kevin Shipman' ; 'Leslie - MWD' ; 'Mark Frago' ; 'Mary Orta - Surprise Chamber' ; 'Peter Hughes - FCDX' ; 'Raoul Sada - Surprise Chamber' ; Sandy Simmons ; 'Vern Wolfley - MAG' ; 'Victor.Schaum' ; 'Yvonne Aguirre'
Cc: Lorraine Nevarez
Subject: [Non-DoD Source] FS21-036 San Ysidro Enclave - New Digital Submittal 01.13.21

Good morning,

Attached please find the **application** and **narrative/rezone** for the above referenced project.

Please feel free to contact us with any questions.

Best regards,

Nichole Flores
Planning Project Coordinator
City of Surprise | Community Development
16000 N Civic Center Plz | Surprise AZ 85374
(623) 222-3244 Direct

This e-mail and any accompanying files transmitted are intended solely for the use of the individual or entity to whom they are addressed; if you have received this e-mail in error please delete it and notify the sender. In addition, under Arizona law, e-mail communications and e-mail addresses may be public records.
0.1

14 Jan 2021 14:57:54 -0000

TIFFANY & BOSCO P.A.

San Ysidro

Citizen Participation Plan

July 1, 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.

San Yisdro Citizen Participation Plan & Report

San Ysidro Enclave PUD is located at Southwest corner San Ysidro and 158th Avenue. San Ysidro Enclave PUD is a proposed 19.89-acre residential subdivision adjacent to the Fulton Homes Escalante Parcel 3 and Escalante Parcel 7 both zoned for an allowed density of 3-4 units per acre. San Ysidro Enclave is adjacent to unincorporated vacant land to the north and vacant land and homes to the east zoned Rural Residential (RR). Applicant is requesting Rezone from Residential Ranch (RR) to RM-6 (Residential Medium Density) 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:
    - The notice shall be published at least once in a newspaper of general circulation published or circulated in the municipality at least 15 days prior to the meeting date. **City initiated.**
    - For applications involving rezoning of land which abuts other municipalities or unincorporated areas of the county or a combination thereof, copies of the notice shall be transmitted to the planning agency of such governmental unit butting such land. **City initiated.**
    - For applications involving rezoning, subdividing, planned unit developments, site plans with uses permitted on a conditional basis, and legislative matters, all real

property owners within a 200-foot or 300-foot radius, the city shall send copies of the notice by first class mail, no less than seven days prior to the hearing. We noticed at 300 feet. **City initiated.**

- Any village committee or special community group which is located in the area of the proposed public hearing request or has considerable interest in the nature of the application; **See City initiated list.**
- The head of any homeowner's association or registered neighborhood within the public notice area established in item (3) indicated above. **See City initiated list.**

Site Posting

The site was posted on June 11, 2021, to alert interested citizens and stakeholders of our upcoming combined virtual and in-person open house on June 29, 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 five (5) in-person attendees and no participants virtually. The sign-in sheets are attached at ***Tab 2***. The discussion was primarily between the in-person attendees, the applicant, the owner, Kent Xander. The discussion included the following topics/opinions from the in-person participants:

- You said this was similar density to Escalante, correct?
- The lot sizes with Maricopa Assessors seem to be smaller. (Comparing lots to the West property)
- You are going to pave the section of San Ysidro just in 158, just north adjacent to your property and east?
- Are these lots larger than other lots in Surprise? (Question from Councilmember Winters)
- The area adjoining, your proposals state you are going to dedicate a ROW?
- When they have continuous row entitled on 158th, will the city take up smoothing the gravel?
- Where are you going to put your mailbox for this?
- Water hook-ups from where you drop off, do you need a building permit proposal?
- You were going to submit your plan to MCFCD, so the area east of you is still part of the flood plain. When you submit to MCFD, I would like to see if we could get the area to the left of you removed from there.
- Does Happy Valley connect to 163rd?
- Are the homes being built the same house value as Escalante?

After our discussion, we felt the participants were able to express their concerns, questions, and opinions throughout the open house.

There were two (2) comment cards left behind which is attached at ***Tab 3***. We have committed to working through many of the discussion points during the open house and we will continue to follow up with anyone who reaches out to us. Please refer to ***Tab 4*** *for* a copy of the email received from Rich Comroe regarding his list of questions at the neighborhood meeting and clarification from Kent Xander. We have been working cooperatively with City staff on the rezone request and will continue to work towards public hearings on the proposed request. If we are contacted by any neighbors or stakeholders after we have submitted this citizen participation report to the city, we will reach out to them and provide updates to the city staff with an amended report.

TAB 1


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: June 29, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria
23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 North Civic Center
Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 North Civic Center
Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-san-ysidro
You can also dial in using your phone.
United States: +1 (571) 317-3112
Access Code: 924-990-077
Case number: FS21 - 036
Project Name: San Ysidro Enclave PUD
Request: FS21-036 – Rezone 19.89 gross acres from Residential Ranch (RR) to RM-6 (Residential Medium Density) with a Planned unit Development (PUD) Overlay located at the southwest corner of San Yisdro and 158th Avenue.
For more information and to confirm dates, call: 623- 222-3011
Surpriseaz.gov
VICINITY MAP
6/11/21 09:12:12


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: June 29, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria
23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 North Civic Center
Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 North Civic Center
Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-san-ysidro
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For more information and to confirm dates, call: 623- 222-3011
Surpriseaz.gov
VICINITY MAP
6/11/21 09:31:13


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: June 29, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria
23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 North Civic Center
Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 North Civic Center
Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-san-ysidro
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For more information and to confirm dates, call: 623- 222-3011
Surpriseaz.gov
VICINITY MAP
6/11/21 09:31:31

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS21-036

Applicant Name:

Location: Southwest corner of San Ysidro and 158th Avenue

Date Site Posted: June 11th , 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 — 6-11-2021

Applicant/Representative Signature — Date

This instrument was acknowledged before me on this 11th day of June, 2021, and by Maria Hitt. I witness whereof I hereunto set my hand and official seal.

MaryBeth Conrad

Notary Public

10-25-2024

My commission expires

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024

TAB 2

FS21- 036
San Yisdro Enclave
Applicant: Tiffany Bosco, P.A.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 6/29/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
Andy Cepon	[redacted]		
Rich Comroe			

TAB 3

COMMENT CARD

NAME: Andy Cepon

ADDRESS: [redacted] Surprise 85388

COMMENT: 3.52 per acre is less than allowed. Like the open space buffer to the houses to the east. Really like the attempt to pave the ¼ mile between 163RD and their property. Fully support the project.

Please Send Comment Card or Contact Us with Additional Comments or Questions

Kurt Jones
2525 E Camelback Road – Seventh Floor
Phoenix, AZ 85016
602-452-2729, kajones@tblaw.com

COMMENT CARD

NAME: Rich Conroe

ADDRESS: [redacted]

COMMENT: Thumbs up!

Please Send Comment Card or Contact Us with Additional Comments or Questions

Kurt Jones
2525 E Camelback Road – Seventh Floor
Phoenix, AZ 85016
602-452-2729, kajones@tblaw.com

TAB 4

From: Kent Xander
To: Kurt A. Jones
Subject: FW: Public meeting
Date: Wednesday, June 30, 2021 11:45:37 AM

FYI,

Kent A. Xander
Designated Broker
KAX Group, LLC
Owner of Land
6[redacted]

-----Original Message-----
From: Rich Comroe [redacted]
Sent: Wednesday, June 30, 2021 11:44 AM
To: Kent Xander <[redacted]
Subject: Re: Public meeting

Well put. You did explicitly state that point during the meeting, while I'd guess my less complete paraphrase reflected my wishful hope that some improvement of San Ysidro out to 163rd will succeed [& bring those roadways under Surprise maintenance]!

Rich

On 6/30/21 10:12 AM, Kent Xander wrote:
> Good morning All,
>
> Rich thanks for attending the meeting yesterday evening.
>
> I wanted to clarify a few of Rich's comments below.
>
> San Ysidro Enclave is responsible to develop its frontage on San Ysidro (from 158th Avenue to 159th Avenue). Fulton Homes Escalante project paid to the City, an “In Lieu” fee instead of developing the south side of San Ysidro from 159th Avenue to 163rd Avenue. It is my intention to work with the City to use the Escalante in Lieu funds to construct a 26’ wide pavement section from 159th Avenue to 163rd Avenue. I don’t know how this will evolve, but it's in our projects best interest to accomplish constructing this pavement section. We will be pre-engineering San Yisdro from 159th Avenue to 163rd Avenue as part of our pre-plat engineering so we can figure out this road section design sooner than later.
>
> San Ysidro Enclave will start the preliminary plat engineering in July. As part of the engineering, the subdivision water design will be drafted which will include the offsite extended waterline design to your groups existing well infrastructure. It is probably a bit pre-mature to get a plumbing contractor involved at this point until San Ysidro Enclave pre-plat is approved.
>
> The homes planned within San Ysidro Enclave will be similar in size and cost to all homes within Escalante.
>
> Please call me with any questions.
>
> Thank you,
>
> Kent A. Xander
> Designated Broker
> KAX Group, LLC
> Owner of Land

> [redacted]
>
> -----Original Message-----
> From: Rich Comroe <[redacted]
> Sent: Tuesday, June 29, 2021 8:34 PM
> To: daryl ricigliano <[redacted] 'Thomas Inman'
> [redacted]
> Cc: Kent Xander [redacted]
> Subject: Public meeting
>
> I attended the public meeting with a few questions. Here's my notes. Kent had an assistant also take notes, so we'll at some point receive their summary, which I expect should be very similar to mine.
>
>
> Q. What are the plans for San Ysidro & 158th roadway?
>
>
> A. They will pave 2-lanes down San Ysidro from 163rd to 158th.
> 158th will be left as it is now (gravel)
>
>
>
> Q. What are their plans for San Ysidro and 158th ROW (right of way)?
>
> A. The new development will dedicated ROW (right of way) to
> Surprise for their development's land adjoinig San Ysidro and 158th
> dedicating ROW to Surprise. This is something that both Rick & Daryl
> may consider as both their lots include half of 158th. Mike Gent
> (City of Surprise Public Works) had a few years back told us that
> dedicated ROW had become a required condition for city maintenance of
> any City of Surprise roadway. Mere "access" is not sufficient for city maintenance.
> However, Mike Gent had also told us years back that dedicated ROW is
> itself still insufficient ... that the city must have CONTIGUOUS
> dedicated ROW (all the way from 163rd). The new development can't
> dedicated ROW for San Ysidro from 163rd to their development, as
> that's owned by Fulton Homes on the south, and some other property
> owner on the north.
>
>
> Q. Where will the development put up mailboxes out on 163rd, like us?
>
> A. The development expects the post office to service mailboxes
> installed IN THE NEW DEVELOPMENT. Perhaps there is hope that our
> mailboxes can be relocated closer and finally get USPS parcel service
> to our homes!
>
>
>
> Q. Will we need to obtain building permits for water hookup to our
> houses?
>
> A. Kent suspects yes, and will share the name of their
> development's plumbing contractor (who just extended the Fulton Homes
> water line across the drainage channel to our dumpster). Markade is a
> plumbing subcontractor ... they don't generate plans or participate in
> the permitting process [according to Mark]. Of course, Mark may know
> of a contractor that can plan & permit the work for subcontract to Markade.

>
>
> Q. Will San Ysidro Enclave request removal of their development
> from the Maricopa County Flood Zone Map?
>
> A. I believe Kent had previously said he planned to, and he
> confirmed that at the public meeting. He is not far enough along to
> know anything beyond his intent, but agreed to appraise us of that
> activity when they approach that task ... if there is any chance of
> removing our remaining lots from that flood plain designation I'd be
> for it ... otherwise we'd be just about the only group of lots south
> of San Ysidro classified as flood plain. Redesignation out of the
> flood plain zone would improve lot values!
>
>
>
> Q. In their presentation they described their development as
> "similar" to the adjoining Escalante. Tom asked if I could pose the
> question whether the proposed development would be similar in property
> / home values to the Escalante homes being built around us. It was my
> first impression from their plans that their lots were smaller.
>
> A. They had lot sizes of their planned development and Escalante's
> lots on hand. They strongly asserted that their lots were very
> similar in size to the neighboring Escalante, and that the homes would
> be similar in value. Mind you, they are not similar to our lots or
> the adjoining lots [an acre[+] lot per house ... while the new
> development is 3.52 lots per acre], but their target is at least no
> less than the adjoining Escalante single story homes.
>

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING
(Sign modification)

Application No: FS21-036

Applicant Name: _____.

Location: Southwest corner of San Isidro and 158th Avenue

Date Site Posted: June 11th, 2021 sign modified: August 18th, 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 — 8.18.2021

Applicant/Representative Signature — Date

This instrument was acknowledged before me on this 18th day of August, 2021, and by Maria Hitt. I witness whereof I hereunto set my hand and official seal.

MaryBeth Conrad

Notary Public

10.25.2024

My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning andZoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: June 29, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria
23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
Date: September 16, 2021
Time: 6:00 P.M.
Location: 16000 North Civic Center
Plaza Surprise, AZ 85374
City Council
Date: October 19, 2021
Time: 6:00 P.M.
Location: 16000 North Civic Center
Plaza Surprise, AZ 85374
To participate virtually, please see below:
https://www.gotomeet.me/TBZoning/neighborhood-mtg-san-ysidro
You can also dial in using your phone.
United States: +1 (571) 317-3112
Access Code: 924-990-077
Case number: FS21 - 036
Project Name: San Ysidro Enclave PUD
Request: FS21-036 – Rezone 19.89 gross acres from Residential Ranch (RR) to RM-6 (Residential Medium Density) with a Planned unit Development (PUD) Overlay located at the southwest corner of San Yisdro and 158th Avenue.
For more information and to confirm dates, call: 623- 222-3011
Surpriseaz.gov
VICINITY MAP
HAPPY VALLEY ROAD
PINNACLE PEAK ROAD
8/18/21 09:19:36


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: June 29, 2021
Time: 6:00 P.M.
Location: Asante Preparatory Academy Cafeteria
23251 N 166th Dr Surprise, AZ 85387
Planning & Zoning
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8/18/21 09:19:50


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Surpriseaz.gov
VICINITY MAP
HAPPY VALLEY ROAD
PINNACLE PEAK ROAD
8/18/21 09:26:35

ORDINANCE # 2021-21

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE WITH A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY FOR SAN YSIDRO ENCLAVE, LOCATED AT SOUTHWEST CORNER OF SAN YSIDRO ROAD AND 158TH AVENUE.

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 at the southwest corner of San Ysidro Road and 158th Avenue;

WHEREAS, the subject site is currently zoned as Residential Ranch (RR);

WHEREAS, the rezone to Residential Medium Density with PUD (RM-6) overlay district is authorized by and satisfies the requirements of Surprise Municipal Code §122-68;

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, this rezone with PUD overlay is in harmony with the purposes and intent of the Surprise Unified Development Code and the Surprise General Plan; and

WHEREAS, on September 16, 2021, the Planning and Zoning Commission recommended approval of the San Ysidro Enclave rezone from RR to RM-^ with PUD overlay.

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

Section 1. *Rezoning with PUD overlay.* The parcel legally described on ***Exhibit A*** and depicted on ***Exhibit B***, known as San Ysidro Enclave, is rezoned from Residential Ranch (RR) to Residential Medium Density (RM-6) with a PUD Overlay subject to the following stipulations:

a. Development and use of the site shall be consistent with the rezone narrative entitled “San Ysidro Enclave PUD”, prepared by KAX Group, LLC with Revision Date: May 14, 2021.

b. Prior to the City recording a final plat or approving a site plan or building permit within the property, the applicant shall provide the City with a Notice of Payment from William Lyon Homes, Inc., that the Happy Valley West ("HVW") Buy-in Fee, the Happy Valley East ("HVE") Buy-in Fee, the 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.

c. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

Section 2. *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 will 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:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

The West half of the Southwest quarter of the Northeast quarter of Section 7, 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 Northwest corner of said Section 7;
Thence South 00° 20' 52" West along the West line of said Section 7 a distance of 1317.09 feet to the Northwest corner of the South half of the Northwest quarter of Section 7;
Thence South 89° 43' 18" East along the North line of said South half a distance of 1861.40 feet to the Northwest corner of the Southwest quarter of the Northeast quarter of Section 7 and the **POINT OF BEGINNING**;
Thence South 89° 44' 00" East along the North line of said Southwest quarter a distance of 657.04 feet to the East line of the West half of the Southwest quarter of the Northeast quarter of Section 7;
Thence South 00° 07' 53" East along said East line a distance of 1318.47 feet to the Southeast corner of the West half of the Southwest quarter of the Northeast quarter of Section 7;
Thence North 89° 42' 14" West along the South line of the Northeast quarter of Section 7 a distance of 657.61 feet to the Center of Section 7;
Thence North 00° 06' 24" West along the West line of the Northeast quarter of Section 7 a distance of 1318.12 feet to the **POINT OF BEGINNING**.

Containing 19.8927 acres



JOB NO. 20060

PARCEL MAP CHECK REPORT

Land Survey Services PLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

Parcel Name: San Ysidro/159th Avenue

Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:985,465.3024' East:552,030.2246'

Segment# 1: Line
Course: S89°44'00"E Length: 657.04'
North: 985,462.2445' East: 552,687.2575'

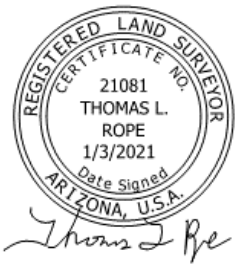
Segment# 2: Line
Course: S0°07'53"E Length: 1,318.47'
North: 984,143.7779' East: 552,690.2809'

Segment# 3: Line
Course: N89°42'14"W Length: 657.61'
North: 984,147.1765' East: 552,032.6797'

Segment# 4: Line
Course: N0°06'24"W Length: 1,318.12'
North: 985,465.2942' East: 552,030.2258'

Perimeter: 3,951.24' Area: 19.8924Acre
Error Closure: 0.0083 Course: S8°24'29"E
Error North : -0.00822 East: 0.00122

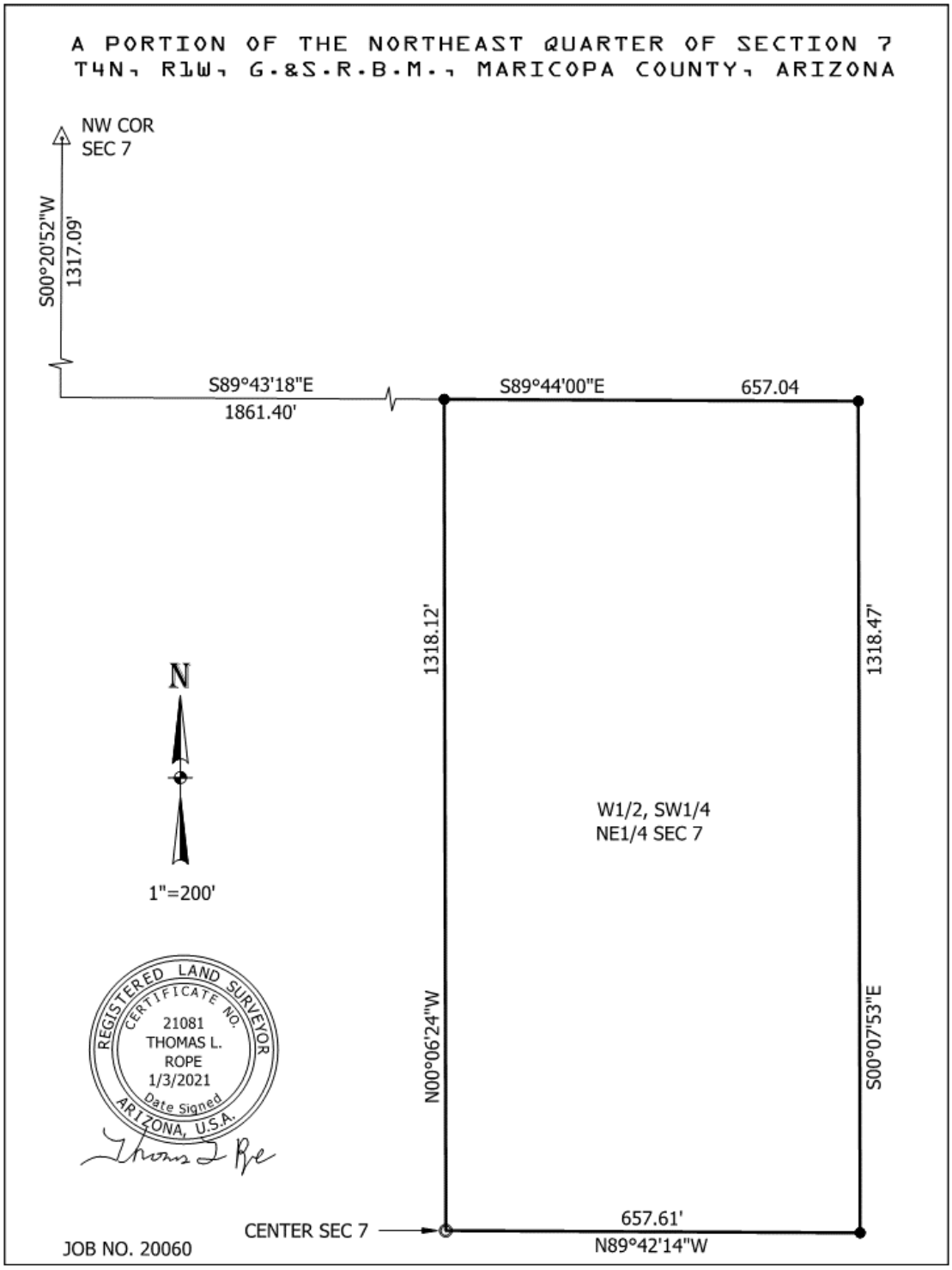
Precision 1: 476,053.01



JOB NO. 20060

Ordinance No. 2021-21
RFLS #7987
Rev 09/21

EXHIBIT B



Ordinance No. 2021-21
RFLS #7987
Rev 09/21

SURPRISE
ARIZONA

FS21-036
San Ysidro Enclave Rezone

City Council

October 19, 2021

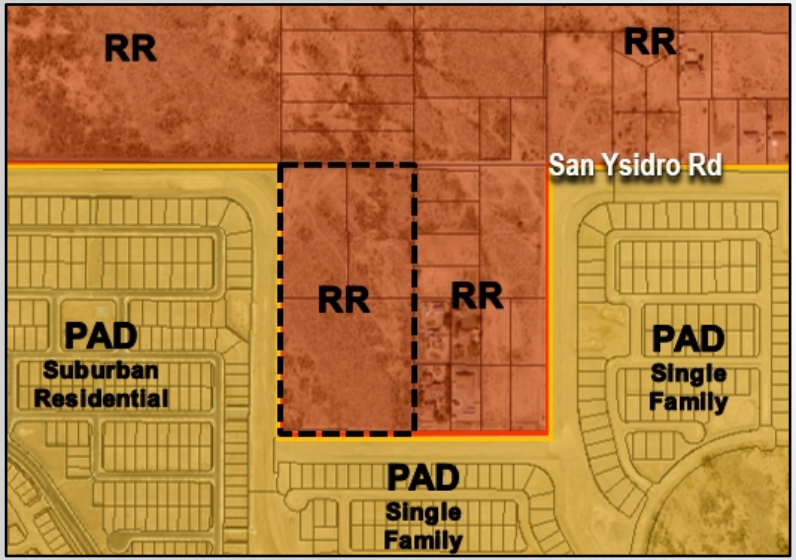


VICINITY MAP

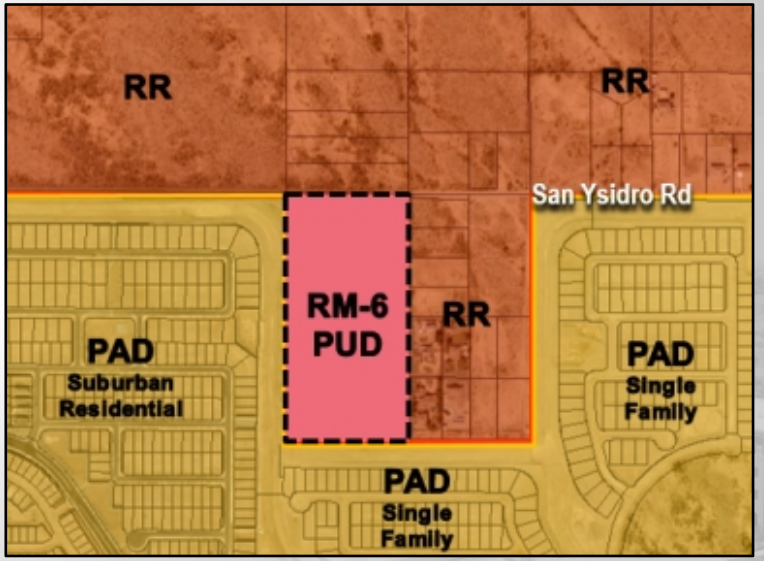


FS21-036 VICINITY MAP

EXISTING ZONING



PROPOSED ZONING



ZONING

PUD – DEVELOPMENT STANDARDS

	RM-6 Residential Zoning District Development Standards	San Ysidro Enclave RM-6 PUD Proposed Development Standards	
Minimum Width	50′	50′	REMAIN
Maximum Density/Ac.	6.0	3.52	DECREASE
Minimum Lot Area (Per Unit)	6,000	5,750	DECREASE
Minimum Lot Depth	100′	115′	INCREASE
Front Setback (livable)	12′	12′ (2)	REMAIN
Front Setback (Garage)	20′	20′ (1)	
Side Setback	(3)	5′ and 8′	ADDING
Rear	20′	20′ (4)	
Street Side/Corner Lot	10′	10′	REMAIN
Maximum Building Height	35′	35′	

(1) Front facing garages shall have a minimum 20-foot front yard setback measured from back of sidewalk.
(2) 12-foot livable front setback is measured from the front Lot Line.
(3) To be determined at Site Plan or Preliminary Plat Review.
(4) Porches/patios may encroach 2.5' into the rear yard setbacks.

CONCEPTUAL SITE PLAN

OUTREACH

Neighborhood Meeting
June 29, 2021
Comments:

- Improvement Requirements
- No Concerns

RECOMMENDATION

<u>September 16, 2021</u>

The P&Z Commission recommended Approval to the Mayor and City Council subject to stipulations ‘a’ – ‘c’.

a. Development and use of the site shall be consistent with the rezone narrative entitled “San Ysidro Enclave PUD”, prepared by KAX Group, LLC with Revision Date: May 14, 2021.

b. Prior to the City recording a final plat or approving a site plan or building permit within the property, the applicant shall provide the City with a Notice of Payment from William Lyon Homes, Inc., that the Happy Valley West (“HVW”) Buy-in Fee, the Happy Valley East (“HVE“) Buy-in Fee, the 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.

c. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 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 alignment; 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 district 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. This item includes a Financial Impact Analysis for the

annexation.

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. 00 - FS21-209 Windstone Ranch North Annexation - 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 20211012
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

SURPRISE
ARIZONA

ANNEXATION

REPORT TO THE CITY COUNCIL

Case:	**FS21-209**
Project Name:	Windstone Ranch North Annexation
Council District:	1
City Council Date:	**October 19, 2021**
Planner:	Sergio Angulo, Planner II

Owners:	Xander Lander, LLC Red Leaf Holdings, LLC
Applicant:	Kent A. Xander, KAX Group, LLC
Request:	Annexation of a 19.89-acre parcel known as Windstone Ranch North
Site Location:	Generally north of Happy Valley Road and west of the 151st Avenue alignment.
Site Size:	19.896 acres (approx.)
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Actions:	**Approve:** Approval of the proposed annexation will increase the corporate limits of the City of Surprise and allow for the subsequent approval of a related Zone Change request (FS21-208), which in turn will allow the property to be developed in accordance with the City of Surprise General Plan and Surprise Land Development Ordinance. **Deny:** Denial of the proposed annexation will result in the continuation of a long-standing county jurisdiction and prevent the City Council from taking action regarding the related Zone Change requests.

Introduction:

Kent A. Xander, representing the property owners, seeks annexation of an undeveloped parcel generally located north of Happy Valley Road and west of the 151st Avenue alignment. The annexation proposal is for 19.896 acres, consisting of (1) parcel with one owner of unincorporated land adjacent to Surprise City limits.

Project Description:

The property is currently zoned Maricopa County Rural-43. If annexed, the property will assume similar Rural Residential (RR) zoning of the Surprise Land Development Ordinances (LDO). In a concurrent development application, this property is part of a rezoning case FS21-208, and will be heard by both the Planning and Zoning Commission and City Council.

The parcel associated with this proposed annexation boundary includes:

- APN 503-54-004A

BACKGROUND:

February 25, 2021: Staff reviewed the subject request at a Concept Review meeting under CR21-048.

March 14, 2021: The applicant filed the Annexation request under Case FS21-209.

May 17, 2021: The applicant held a Neighborhood Outreach meeting for this request.

June 15, 2021: Surprise City Council approved Resolution #2021-83 Intent to Annex.

July 15, 2021: The Planning and Zoning Commission recommended approval of the concurrent rezone request, case FS21-208.

August 17, 2021: Surprise City Clerk filed a blank petition with legal description and affidavit verifying that territory is not subject to an earlier filing for annexation as filed with the Maricopa County Recorder's Office. Notice and copies of filings are sent to the Clerk of the Board of Supervisors and County Assessor.

September 7, 2021: Surprise City Council held a public hearing within the last ten days of the 30-day waiting period pursuant to A.R.S. §9-471.

September 17, 2021: The City received signed petition

Neighborhood Outreach

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 and 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.

Arizona Revised Statute Description:

Arizona Revised Statutes require the filling of a blank annexation petition. The blank petition relating to the subject property was recorded with the Maricopa County Recorder's Office on July 1, 2021 (see attached). Arizona Revised Statutes also require that no signatures be obtained during a 30-day waiting period immediately following the filing of the blank petition, and that a public hearing be held during the last 10 days of the 30-day waiting period. To meet this requirement, a City Council hearing needed to be held between July 21, 2021 and July 31, 2021. This requirement was not met; therefore, a new blank petition was recorded on August 17, 2021 to restart the annexation process. The City Council public hearing for the blank petition was held on September 7, 2021; there were no comments from the City Council or from the public.

Once the public hearing is held and the 30-day waiting period has ended, signatures may be collected. State statute further requires that an excess of 50% of the land owners and assessed valuation for all real and personal property, sign the petition in order to validate the petition. State statute also allows up to one year following the end of the 30-day period to obtain the required number of signatures.

Utility and Services Table:

Water:	City of Surprise
Wastewater:	City of Surprise
Refuse:	City of Surprise
Schools:	Dysart USD

Summary:

The proposed annexation includes one parcel, 19.896 acres, and requires signatures from representatives of two (2) ownership groups after the Arizona Revised Statute's required 30-day

waiting period that concluded on September 17, 2021. Upon receiving those signatures, Windstone Ranch North will be eligible for annexation by the City of Surprise. The signed petition must be presented and considered by City Council within one (1) year.

Annexation Details	A.R.S Requirements	Provided	Percentage provided
Real Property - 1 parcel (2 owners)	2 signature	2 signature	100%
Total Assessed Value - $120	$120	$120	100%

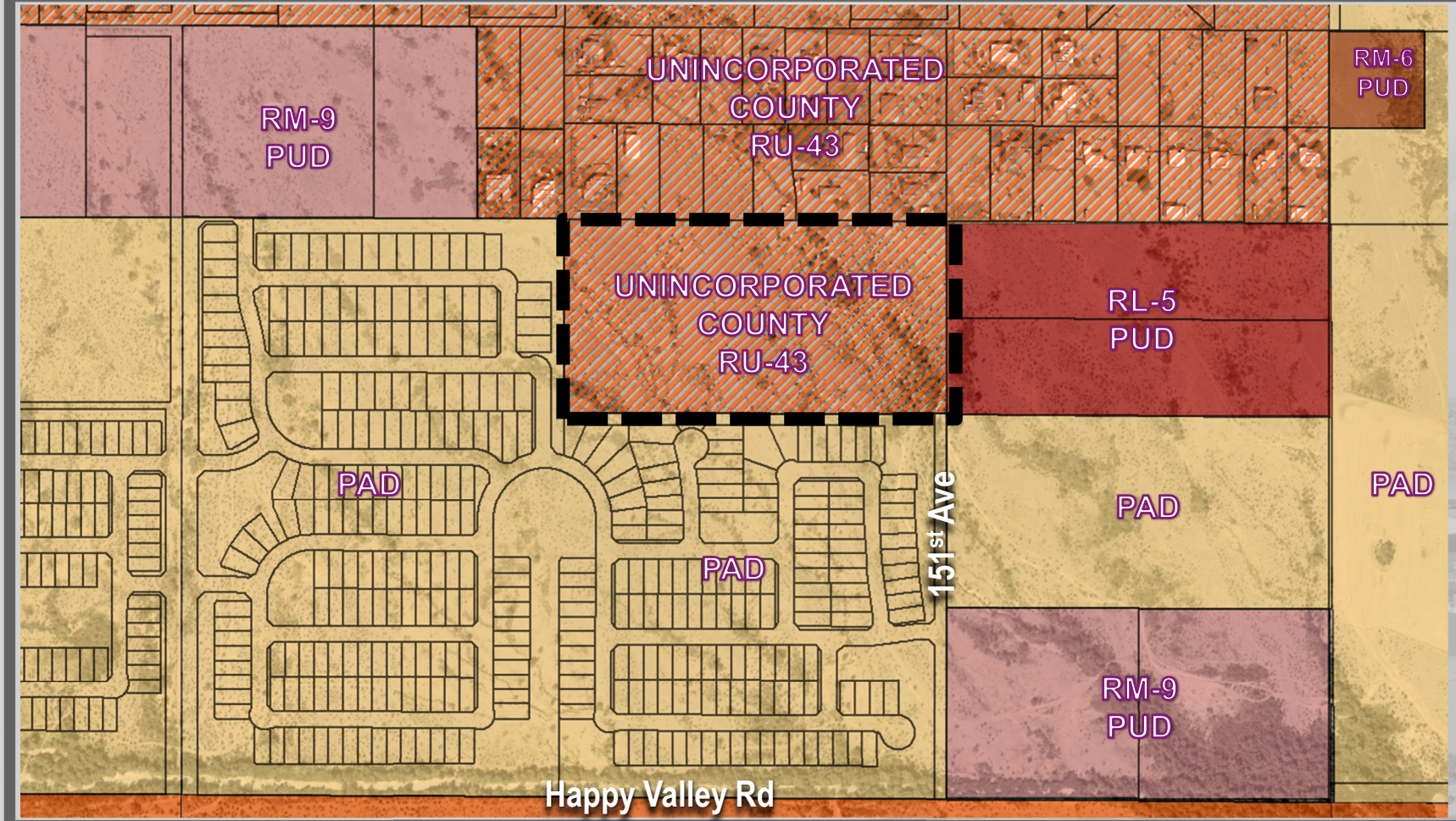
The parcel to be annexed complies with all requirements for size, shape, and contiguity set forth in the Arizona annexation statutes.

Attachments:

01 Vicinity Map
02 Existing Zoning Map
03 Signed Petition
04 Assessor Annexation Report (Waiting for Updated Report from Assessor)
05 AZ Dept. of Revenue Value Transmittal Report
06 Financial Impact Analysis
07 Annexation Ordinance 2021-20
08 Citizen Participation Report



FS21-209 VICINITY MAP


RM-9
PUD
UNINCORPORATED
COUNTY
RU-43
RM-6
PUD
UNINCORPORATED
COUNTY
RU-43
RL-5
PUD
PAD
PAD
151st Ave
PAD
PAD
RM-9
PUD
Happy Valley Rd
FS21-209 EXISTING ZONING

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20210888195 08/17/2021 11:38
ELECTRONIC RECORDING

AnnexPetWindstoneN-10-1-1--
Hoyp

Recording requested by:

City of Surprise
City Clerk's Office
16000 N Civic Center Plaza
Surprise, Arizona 85374

ANNEXATION PETITION
AND EXHIBITS

AFFIDAVIT REGARDING ANNEXATION
AND RESOLUTION 2021-83

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: _____, 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

Resolution #2021-83
RFLS #7759
05/21

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 therof 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 therof a distance of 660.57 feet to the Southeast corner of the Northeast quarter of the Southwest quarter of Section 5;
Thence North 89° 39' 08" West along the South line thereof a distance of 1310.95 feet to the Southwest corner of the Northeast quarter of the Southwest quarter of Section 5;
Thence North 00° 05' 23" East along the West line thereof a distance of 660.20 feet to the **POINT OF BEGINNING.**

Containing 19.8964 acres



Land Survey Services PLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

Job No. 21007

EXHIBIT A

Parcel Map Check Report

Date: 1/25/2021 2:17:22 PM

Parcel Name: APN 503-54-004A
Description: S1/2, NE1/4, SW1/4 SEC 5, T4N, R1W
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:988,744.0331'
East:555,968.8663'

Segment# 1: Line
Course: S89°40'04"E
North: 988,736.4354'
Length: 1,310.32'
East: 557,279.1643'

Segment# 2: Line
Course: S0°02'07"W
North: 988,075.8656'
Length: 660.57'
East: 557,278.7576'

Segment# 3: Line
Course: N89°39'08"W
North: 988,083.8228'
Length: 1,310.95'
East: 555,967.8317'

Segment# 4: Line
Course: N0°05'23"E
North: 988,744.0220'
Length: 660.20'
East: 555,968.8656'

Perimeter: 3,942.04'
Error Closure: 0.0111
Error North : -0.01112
Area: 19.8694Acre
Course: S3°54'45"W
East: -0.00076

Precision 1: 355,138.74



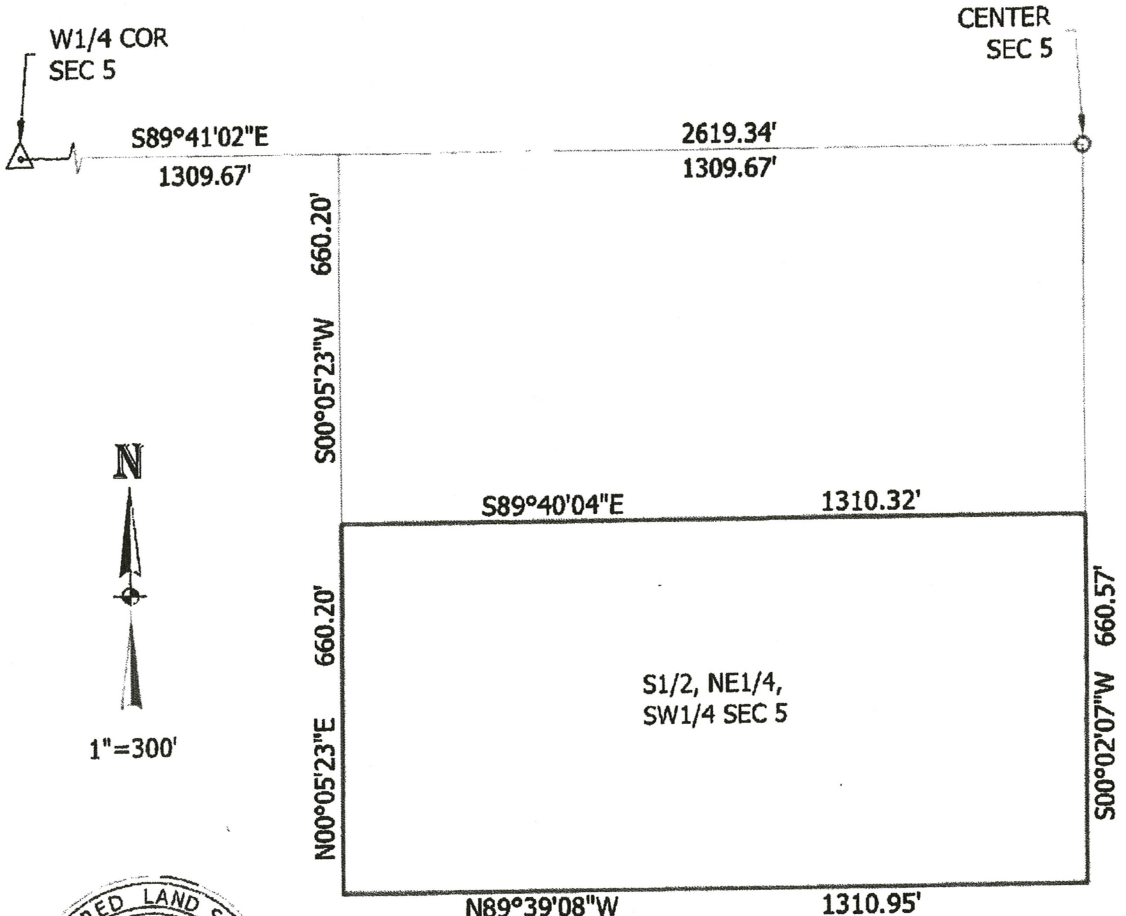
Land Survey Services PLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

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



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21081
THOMAS L.
ROPE
1/25/2021
Date Signed
ARIZONA, U.S.A.

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

LARI BETH KIRKENDALL
Notary Public, State of Arizona
Maricopa County
Commission # 572174
My Commission Expires
October 08, 2023

My commission expires: 10/8/2023

EXHIBIT "A"

DESCRIPTION

ANNEXATION
WINDSTONE RANCH NORTH

The South half of the Northeast Quarter of the Southwest Quarter of Section 5, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described by metes and bounds as follows:

COMMENCING at the West Quarter Corner of said Section 5, from whence the Southwest corner of said Section 5 bears South 00°08'49" West a distance of 2639.35 feet;
Thence South 89°41'02" East along the North line of the Southwest quarter of said Section 5 a distance of 1309.67 feet to the Northwest corner of the Northeast quarter of the Southwest quarter of said Section 5;
Thence South 00°05'23" West along the West line thereof a distance of 660.20 feet to the Northwest corner of the South half of the Northeast quarter of the Southwest quarter of said Section 5 and the POINT OF BEGINNING;
Thence South 89°40'04" East along the North line thereof a distance of 1310.32 feet to the Northeast corner of the South half of the Northeast quarter of the Southwest quarter of said Section 5;
Thence South 00°02'07" West along the East line thereof a distance of 660.57 feet to the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 5;
Thence North 89°39'08" West along the South line thereof a distance of 1310.95 feet to the Southwest corner of the Northeast quarter of the Southwest quarter of said Section 5;
Thence North 00°05'23" East along the West line thereof a distance of 660.20 feet to the POINT OF BEGINNING.

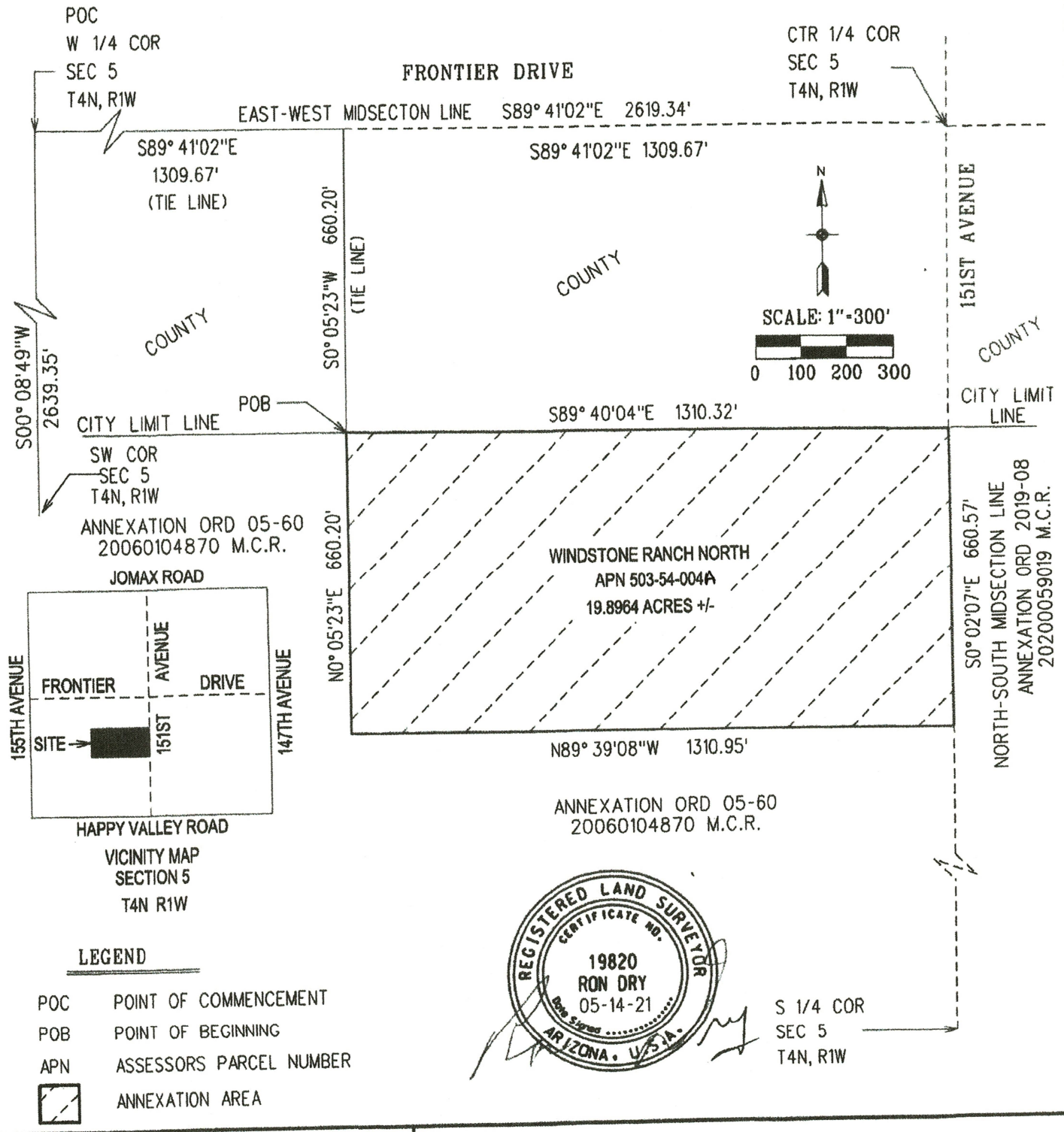
Containing 19.8964 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT "B"



LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
APN	ASSESSORS PARCEL NUMBER
	ANNEXATION AREA

ANNEXATION WINDSTONE RANCH NORTH	SURPRISE ARIZONA	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 20211012

Parcel No	Tax Year	Property Use	Tax Area Code	Owner Name	Mailing Address	City State Zip
503-54-004A	2021	RANCHES	890007	XANDER LANDER LLC/RED LEAF HOLDINGS LLC	9290 E THOMPSON PEAK PKWY STE 227	SCOTTSDSALE AZ 85255

Parcel No	Land FCV	CVP PP FCV	Total FCV	Total Assed FCV	Total Assessed Value(LPV)	Parcel Sq Ft	Total Acreage
503-54-004A	$800	$0	$800	$120	$120	871,200	20.000
	$800	**$0**	**$800**	**$120**	**$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. Ciivic 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

SURPRISE
ARIZONA

Finance Department

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 approximately19.896 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:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

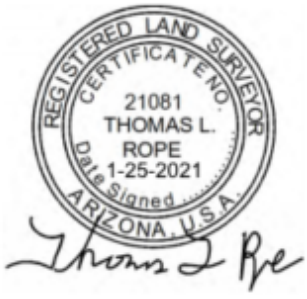
EXHIBIT A

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 therof 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 therof 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

Ordinance No. 2021-20
RFLS #7965
Rev 09/21

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'

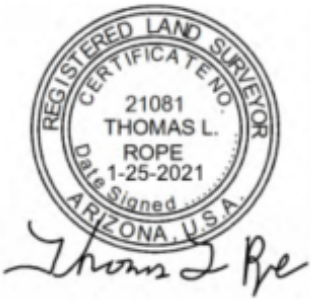
Segment# 2: Line
Course: S0°02'07"W
Length: 660.57'
North: 988,075.8656'
East: 557,278.7576'

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



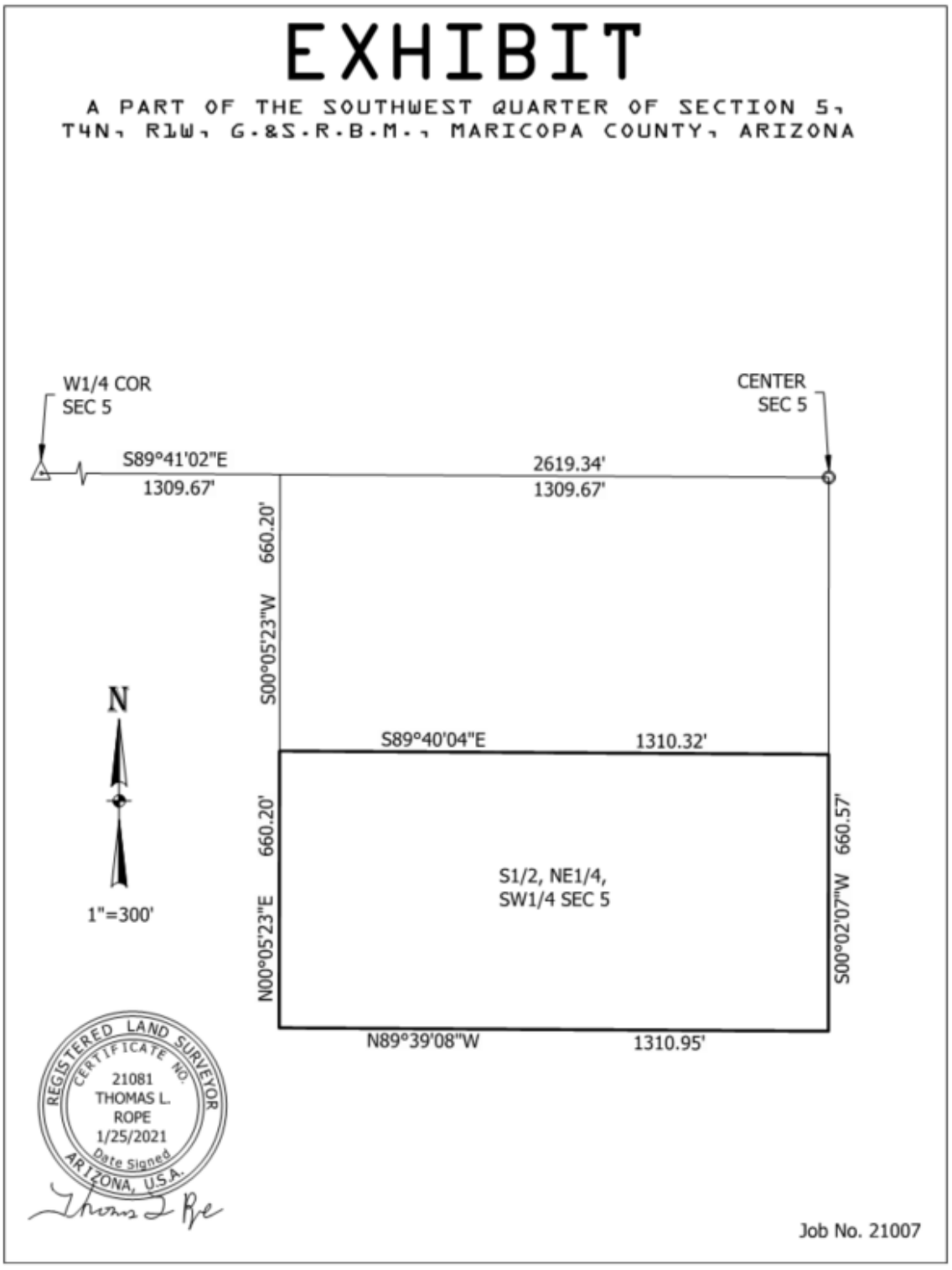
Land Survey Services PLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

Job No. 21007

Ordinance No. 2021-20
RFLS #7965
Rev 09/21

EXHIBIT B

MAP



Ordinance No. 2021-20
RFLS #7965
Rev 09/21

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)

TIFFANY & BOSCO P.A.

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:
    - 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.

Camelback Esplanade II, Seventh Floor
2525 East Camelback Road
Phoenix, Arizona 85016-4229

602.255.6000 PHONE
602.255.0103 FAX

City initiated.

- For applications involving rezoning of land which abuts other municipalities or unincorporated areas of the county or a combination thereof, copies of the notice shall be transmitted to the planning agency of such governmental unit butting such land. **City initiated.**
- For applications involving rezoning, subdividing, planned unit developments, site plans with uses permitted on a conditional basis, and legislative matters, all real property owners within a 200-foot or 300-foot radius, the city shall send copies of the notice by first class mail, no less than seven days prior to the hearing. We noticed at 300 feet. **City initiated.**
- Any village committee or special community group which is located in the area of the proposed public hearing request or has considerable interest in the nature of the application; **See City initiated list.**
- The head of any homeowner's association or registered neighborhood within the public notice area established in item (3) indicated above. **See City initiated list.**

Site Posting

The site was posted on April 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
Date: May 17, 2021
Time: 6:00 P.M.
City Council Annexation Hearing
Date: TBD
Time: 6:00 P.M.
Planning & Zoning Commission Rezone Hearing
Date: TBD
Time: 6:00 P.M.
City Council Annexation and Rezone Hearing
Date: TBD
Time: 6:00 P.M.
Case #'s: FS21-208 & FS21-209
For more information and to confirm dates, call: 623-222-3011 Surpriseaz.gov
4/29


Notice of Public Hearing
City of Surprise
Neighborhood Meeting Annexation and Rezone
Date: May 17, 2021
Time: 6:00 P.M.
City Council Annexation Hearing
Date: TBD
Time: 6:00 P.M.
Planning & Zoning Commission Rezone Hearing
Date: TBD
Time: 6:00 P.M.
City Council Annexation and Rezone Hearing
Date: TBD
Time: 6:00 P.M.
Case #'s: FS21-208 & FS21-209
For more information and to confirm dates, call: 623-222-3011 Surpriseaz.gov
4/29/2 2 49.23


Notice of Public Hearing
City of Surprise
Neighborhood Meeting Annexation and Rezone
Date: May 17, 2021
Time: 6:00 P.M.
City Council Annexation Hearing
Date: TBD
Time: 6:00 P.M.
Planning & Zoning Commission Rezone Hearing
Date: TBD
Time: 6:00 P.M.
City Council Annexation and Rezone Hearing
Date: TBD
Time: 6:00 P.M.
Case #'s: FS21-208 & FS21-209
For more information and to confirm dates, call: 623-222-3011 Surpriseaz.gov
4/29/2 3 2


Notice of Public Hearing
City of Surprise
Neighborhood Meeting Annexation and Rezone
Date: May 17, 2021
Time: 6:00 P.M.
City Council Annexation Hearing
Date: TBD
Time: 6:00 P.M.
Planning & Zoning Commission Rezone Hearing
Date: TBD
Time: 6:00 P.M.
City Council Annexation and Rezone Hearing
Date: TBD
Time: 6:00 P.M.
Case #'s: FS21-208 & FS21-209
For more information and to confirm dates, call: 623-222-3011 Surpriseaz.gov
4/29/2 3 2 5


Notice of Public Hearing
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4/29/2 3 9 06

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS21-208 & FS21-209

Applicant Name:

Location: South of Frontier East if 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 — 4-29-2021

Applicant/Representative Signature — 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

10.25.2024 — My commission expires

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024

Tab 2

FS21-208 FS21-209
Windstone Ranch
Applicant: Tiffany Bosco, P.A.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 5/17/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
KarenCote	[redacted]		
J. E. Griffis			
Don & Sheila Gaebelene			

FS21-208 FS21-209
Windstone Ranch
Applicant: Tiffany Bosco, P.A.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 5/17/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
DANA WRIGHT	[redacted]		

Page _____ of _____

FS21-208 FS21-209
Windstone Ranch
Applicant: Tiffany Bosco, P.A.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 5/17/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
* Jane Peiffer	[redacted]		
Roland Winters			

FS21-208 FS21-209
Windstone Ranch
Applicant: Tiffany Bosco, P.A.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 5/17/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
Andy Cepon	[redacted]		

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	[redacted]
Address2	*Field not completed.*
City	Surprise
State	az
Zip	85387
Meeting Date	9/7/2021
Phone Number	[redacted]
Email	[redacted]
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.

SURPRISE
ARIZONA

Annexation

FS21-209 – Windstone Ranch North

City Council

October 19, 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;

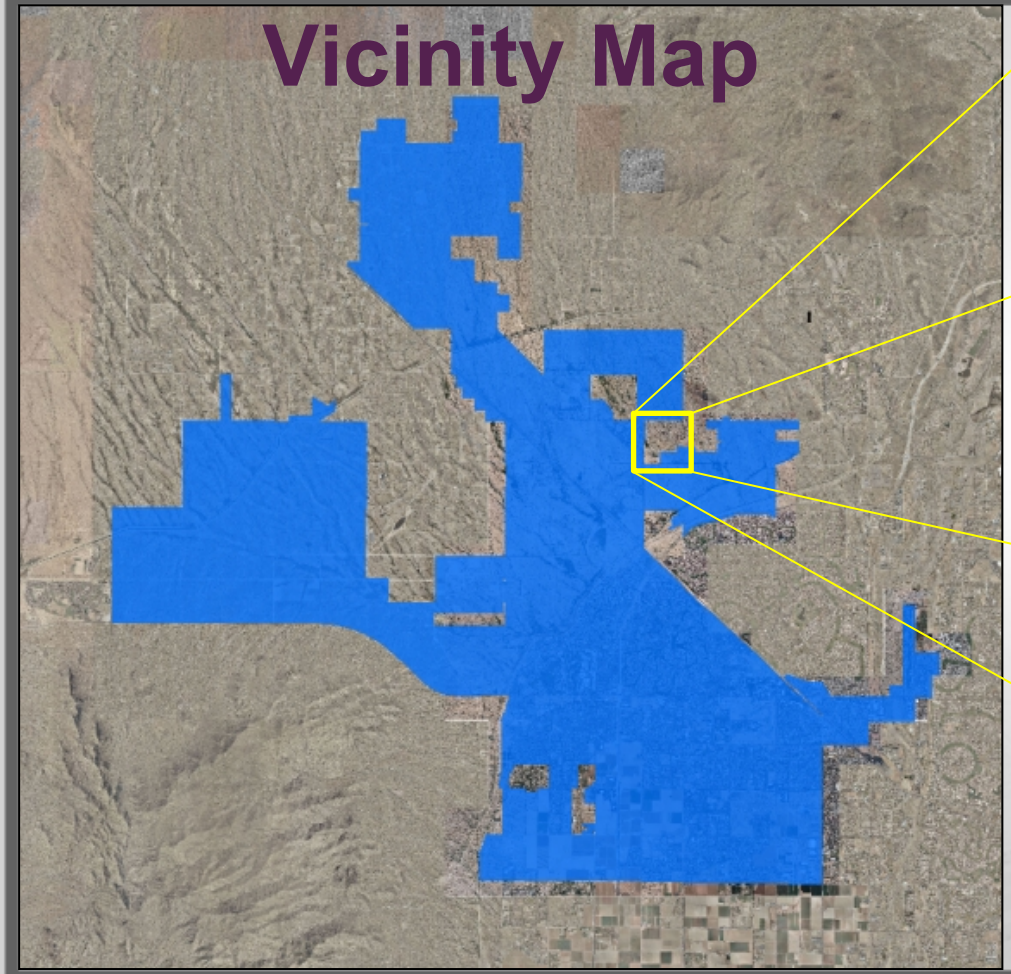
Public Hearing: ☑

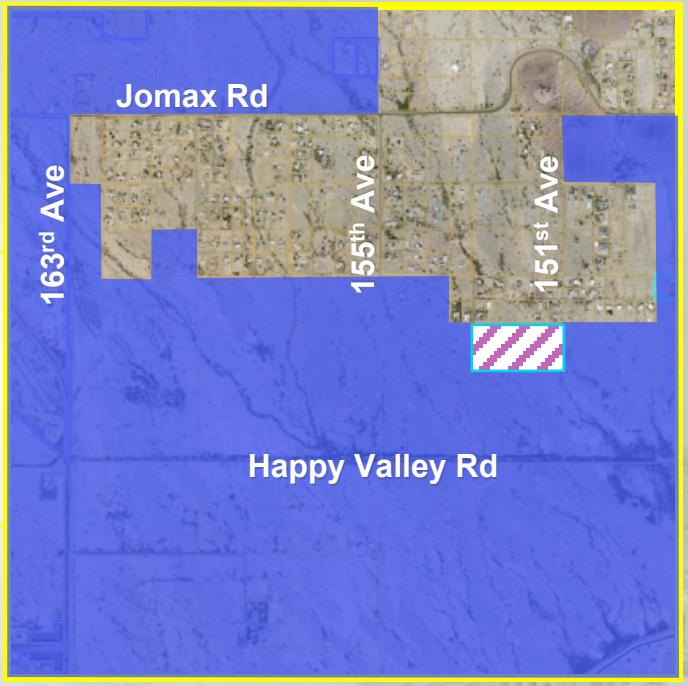
- City council holds public hearing to discuss the annexation proposal
- September 7, 2021 (approximately 21-30 days after filing blank petition)
- No Action

Obtain signatures on annexation petitions ☑

- Signed Petition Received 9/17/2021
- City Council adopts annexation ordinance

Vicinity Map

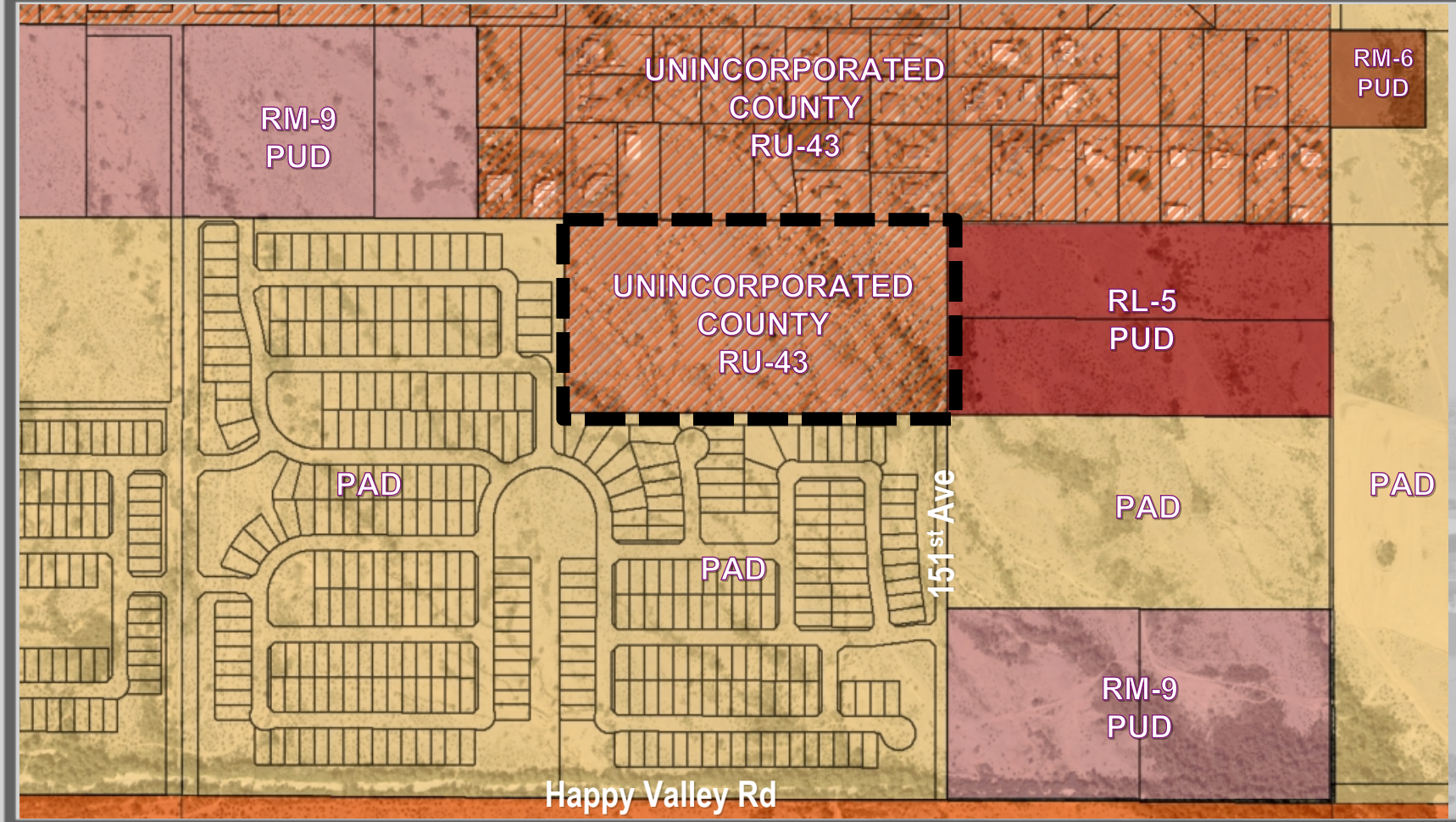


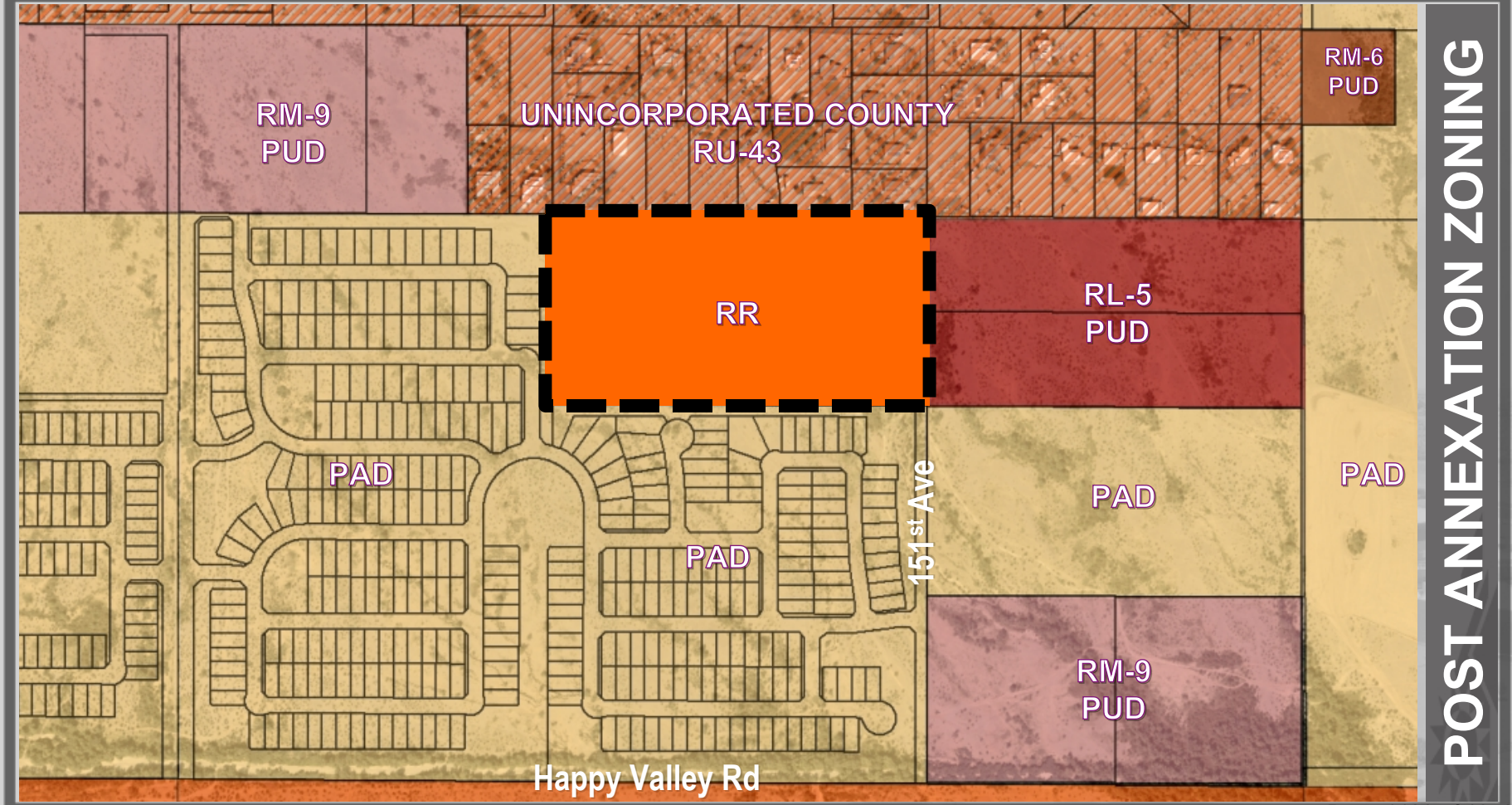


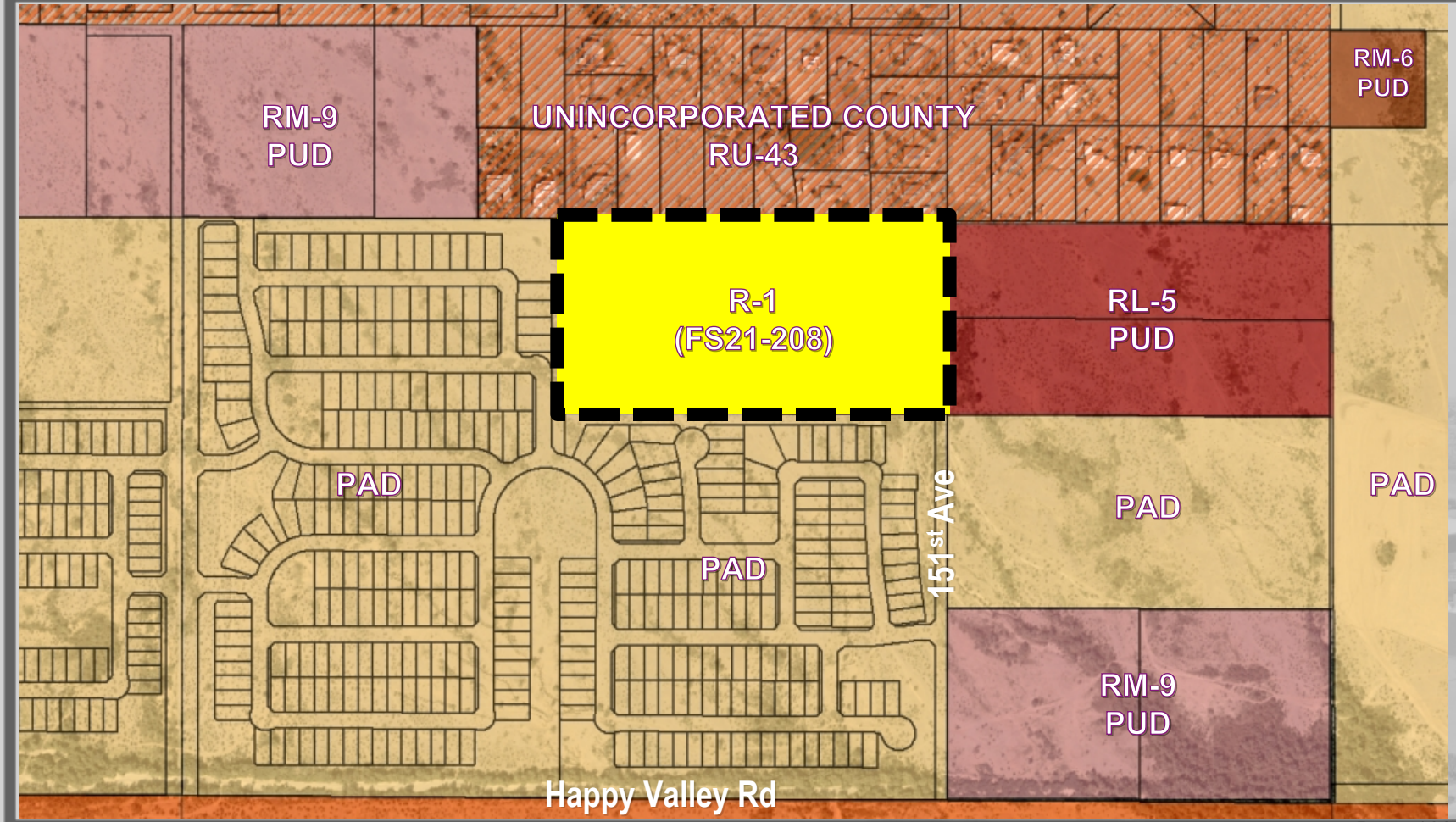
Proposed Annexation Location

Existing Surprise Incorporated Limits

FS21-209 – Windstone Ranch (19.896 acres)


RM-9
PUD
UNINCORPORATED
COUNTY
RU-43
RM-6
PUD
UNINCORPORATED
COUNTY
RU-43
RL-5
PUD
PAD
PAD
PAD
151st Ave
PAD
RM-9
PUD
Happy Valley Rd
FS21-209 EXISTING ZONING


RM-9
PUD
UNINCORPORATED COUNTY
RU-43
RM-6
PUD
RR
RL-5
PUD
PAD
PAD
PAD
151st Ave
PAD
RM-9
PUD
Happy Valley Rd
POST ANNEXATION ZONING


RM-9
PUD
UNINCORPORATED COUNTY
RU-43
RM-6
PUD
R-1
(FS21-208)
RL-5
PUD
PAD
PAD
PAD
151st Ave
PAD
RM-9
PUD
Happy Valley Rd
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

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 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 19.896 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/disapprove 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

SURPRISE
ARIZONA

ZONE CHANGE

REPORT TO THE CITY COUNCIL

Case:	**FS21-208**
Project Name:	Windstone Ranch North Rezone
Council District:	1 – Acacia
Planning and Zoning Commission Date:	July 15, 2021
City Council Date:	**October 19, 2021**
Planner:	Sergio Angulo, Planner II

Owner:	Xander Lander, LLC and Red Leaf Holdings LLC
Applicant:	Kent Xander of KAX Group, LLC
Request:	Zone Change from Rural Residential (RR) to Residential Low Density (R-1).
Site Location:	Generally north of Happy Valley Road and west of the 151st Avenue alignment in a portion 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.
Dwelling Units:	62 Units
Site Size:	19.896 acres (approx.)
Density:	3.12 DU/Ac
General Plan Conformance:	The proposal is consistent with the Surprise General Plan.
Support/Opposition:	Residents from the vicinity attended the applicant's Neighborhood Outreach Meeting on May 17, 2021. During the meeting, there was some opposition and some support for the project.
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:

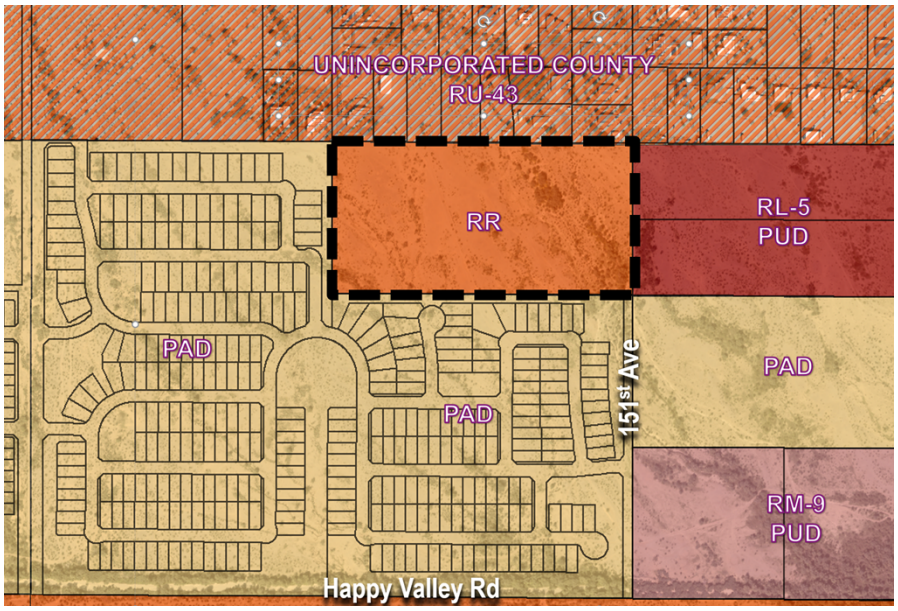
The applicant held a neighborhood outreach meeting on May 17, 2021 that was properly advertised per the requirements of the LDO. The meeting took place in-person and was available virtually via Go-To-Meetings. During this meeting, residents from the vicinity expressed their concerns with this project. 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:

At the time of this report, the subject property is in Maricopa County jurisdiction outside of City limits. The current zoning of the subject property is Rural-43 (RU-43) under County jurisdiction. In conjunction with this Zone Change application, the applicant submitted an annexation request under case FS21-209 to incorporate the subject property into the City of Surprise. The subject Zone Change will follow the annexation if approved. If the annexation is approved by the Mayor and City Council, the subject property will assume like-zoning of Rural Residential (RR), which is the City's equivalent zoning to Maricopa's County RU-43 zoning district. If the annexation is denied by the Mayor and City Council, this Zone Change request becomes null and void.

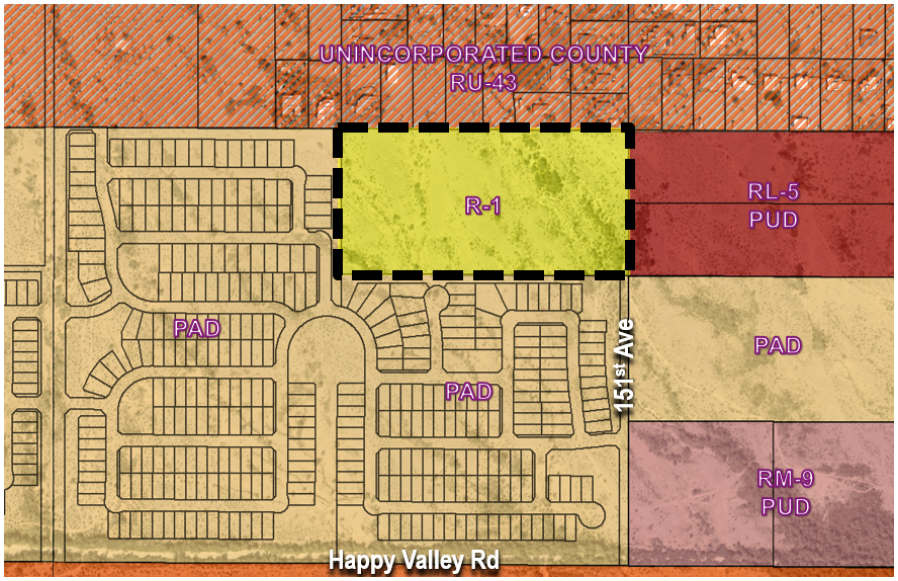
Following the annexation of the subject property, the applicant requests to rezone the subject site from Rural Residential (RR) to Residential Low Density (R-1) to accommodate a future 62-lot single-family residential subdivision over approximately 19.9 acres for a maximum density of 3.12 dwelling units 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. *Garage* face and embellishments shall be *setback* a minimum of twenty feet (20') measured from any opposing property line; except rear *alley* loaded *garages*, which shall be *setback* six feet (6') from edge of *alley* line.
2. The City requires *open space* on a development/subdivision basis rather than on a *lot*-by-*lot* 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.

Note that Footnote 3 above requires that not less than 50% of the lots be less than 48' in width; however, the applicant will meet this criteria in that 100% of the lots will be 60' or greater in width.

The applicant proposes the following lot mix. While the proposed Lot Widths are more in keeping with Lot Category B, with the exception of the eight (8) buffer lots, the Lot Area does not meet the 8,000 square-foot threshold. Further, the applicant seeks the lesser side yard setbacks allowed under Lot Category A for the entire lot mix.

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.

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.

Summary:

The proposed Zone Change from Rural Residential (RR) to Residential Low Density (R-1) for Windstone Ranch North sets the maximum density at 3.12 DU/Ac and will be developed under the provisions of the LDO.

Findings:

- The proposed Zone Change and density is consistent with the Surprise General Plan 2035.

Recommendation:

Based on the findings noted above, the Commission voted to recommend **approval** of case **FS21-208** to the City Council subject to stipulations 'a' and 'b' as follows:

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.

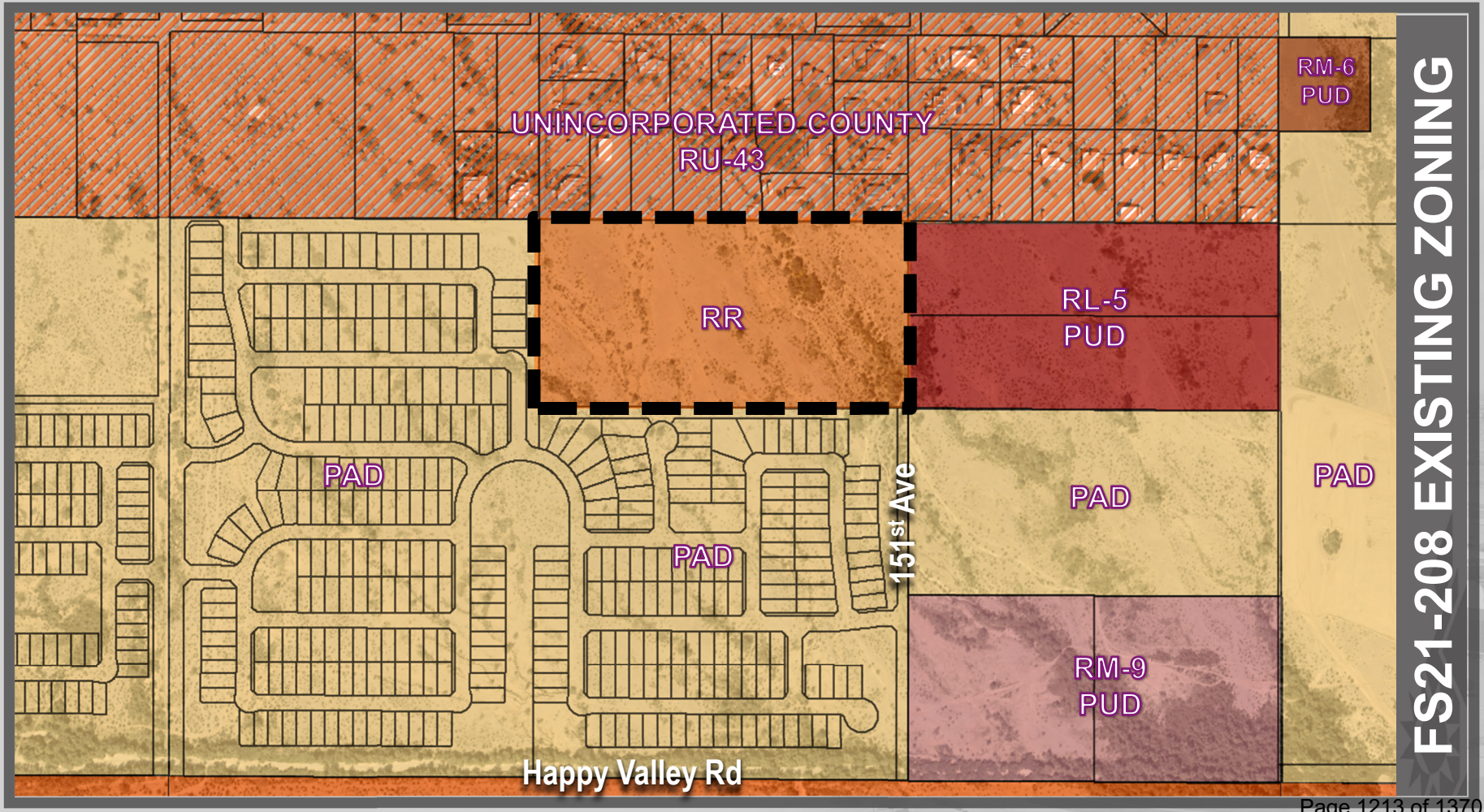
However, should the City Council wish to **deny** the request, the City Council should make its own findings and base its decision on those alternative findings.

Attachments:

01 Vicinity Map
02 Zoning Map
03 Zoning Document
04 Luke AFB Comments
05 Citizen Participation Report
06 Ordinance #2021-13



FS21-208 VICINITY MAP


UNINCORPORATED COUNTY
RU-43
RM-6
PUD
RR
RL-5
PUD
PAD
PAD
PAD
151st Ave
PAD
RM-9
PUD
Happy Valley Rd
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

TABLE OF CONENTS

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Description of Request……...…4

Conformance with the adopted Surprise General Plan 2035…….……5

Ingress/Egress/Access……..……..5

Transportation Planning and Traffic and Engineering ……...…….6

Drainage Solution to 151st Avenue ……..……...…….6

Vicinity Map…….……Exhibit A

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 previously known as Saddlehorn Ranch PUD	20.00 Acres	15 lots (70' x 130') 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

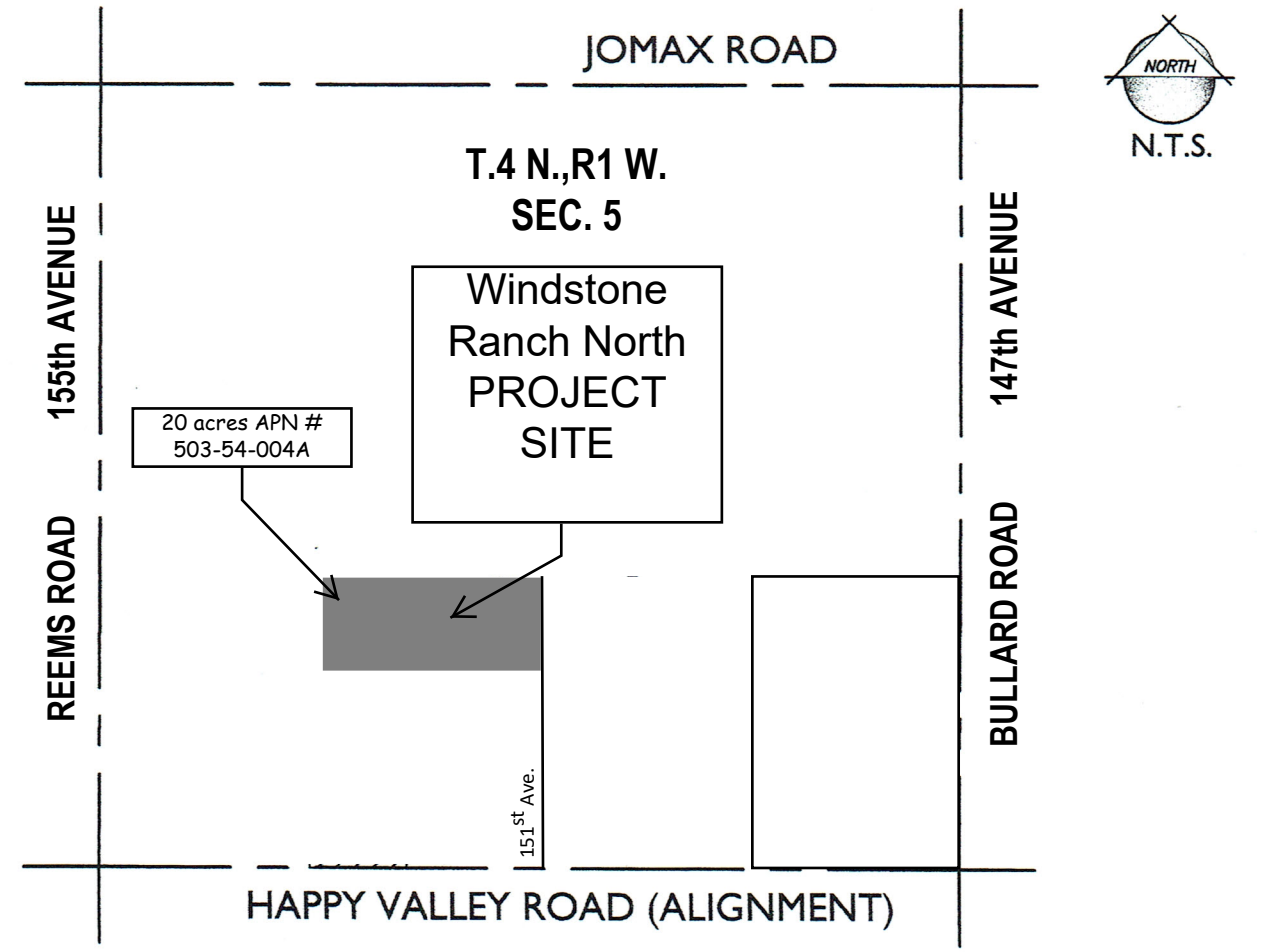


Exhibit B

Existing Zoning Map

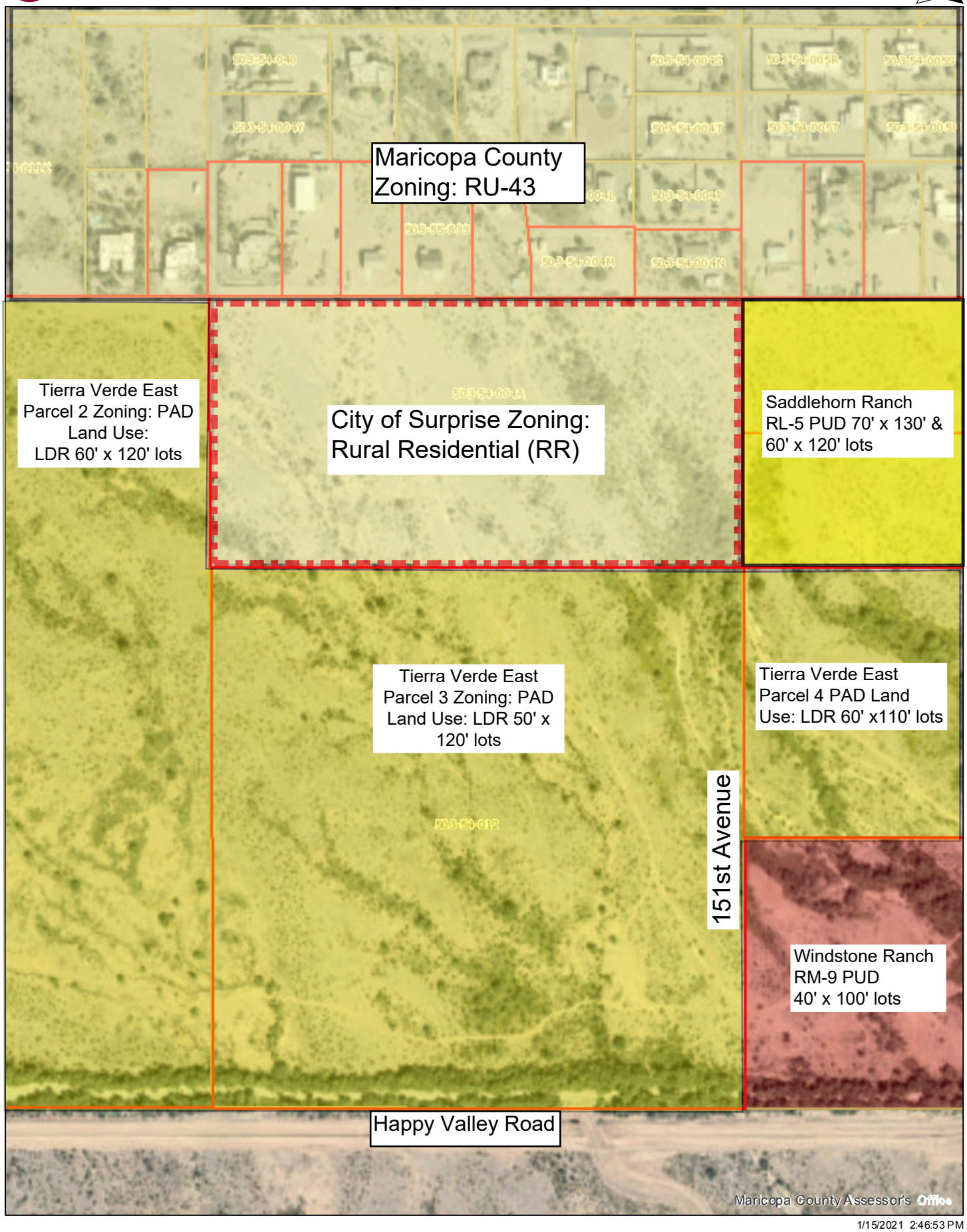
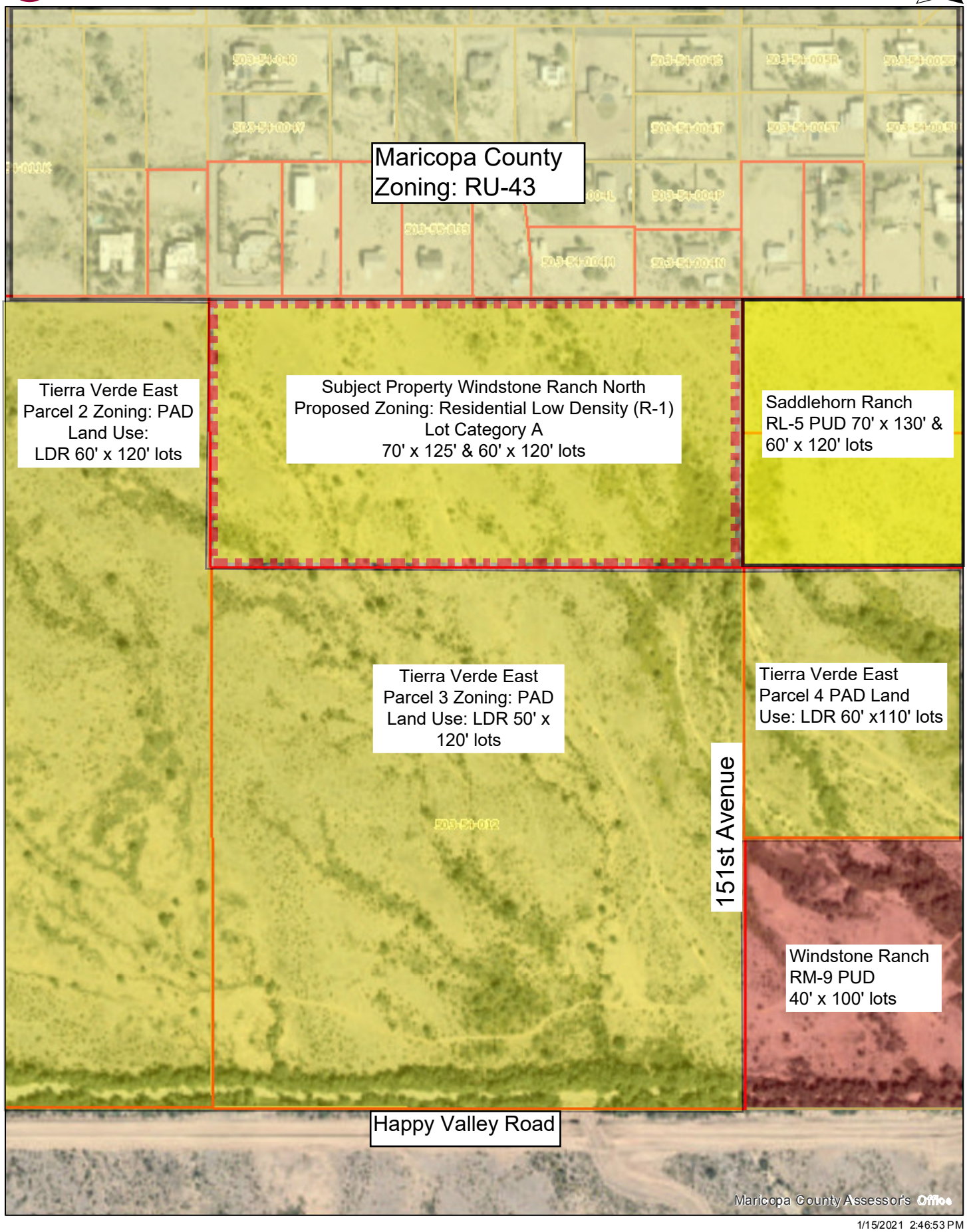


Exhibit C
Proposed Zoning Map



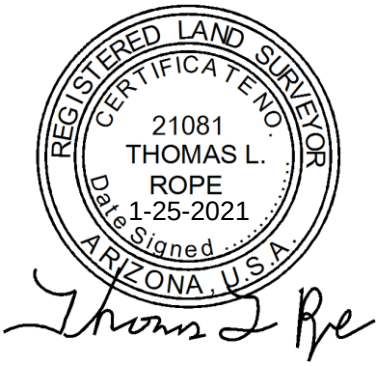
1/15/2021 2:46:53 PM

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 therof 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 therof 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'

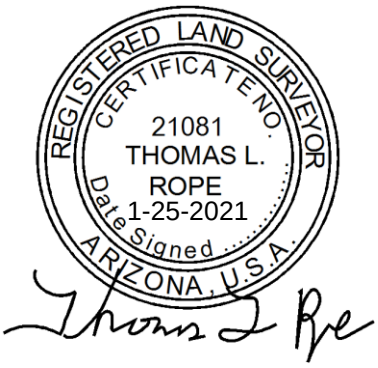
Segment# 2: Line
Course: S0°02'07"W
Length: 660.57'
North: 988,075.8656'
East: 557,278.7576'

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

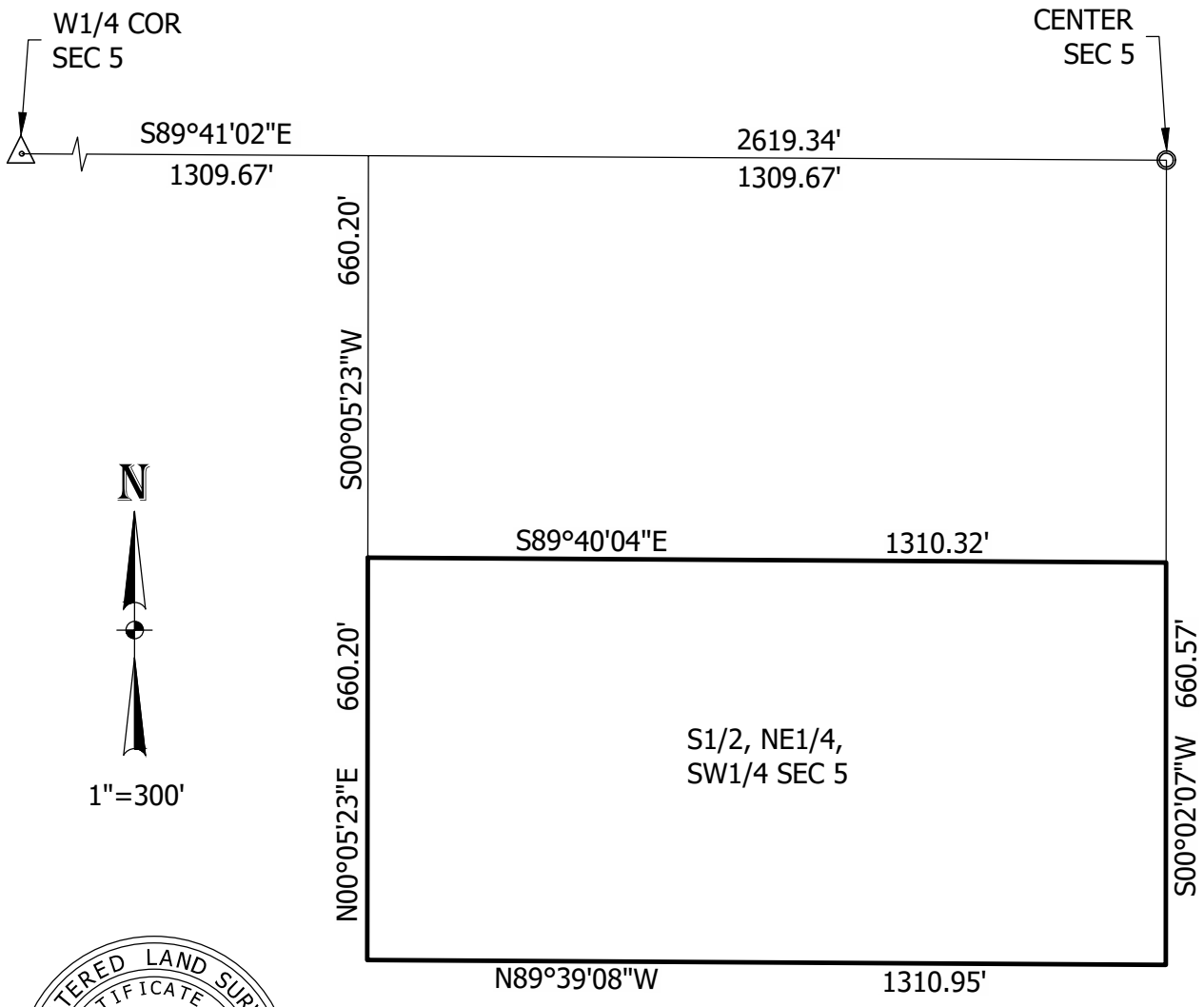


Land Survey Services PLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

Job No. 21007

EXHIBIT

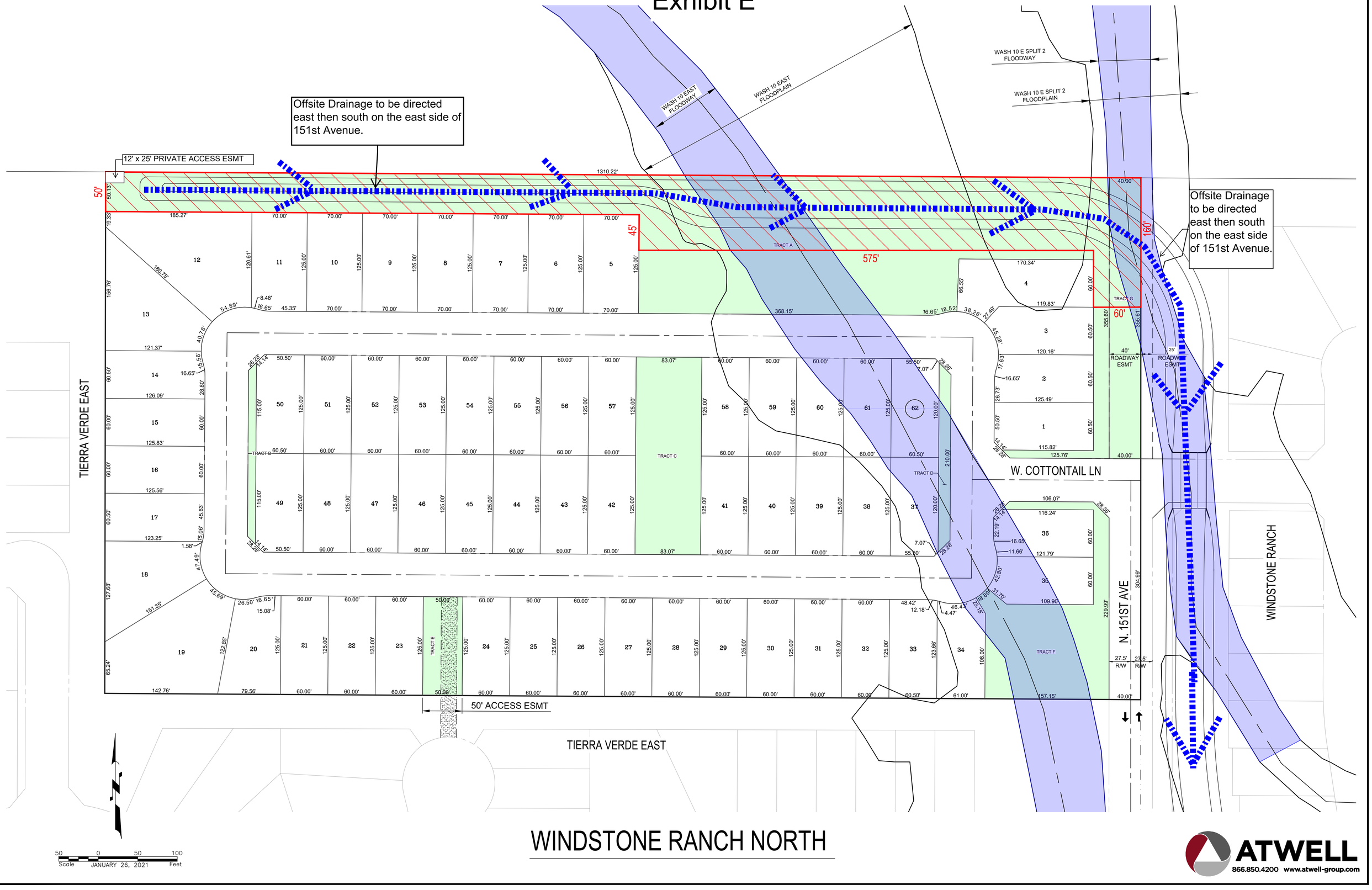
A PART OF THE SOUTHWEST QUARTER OF SECTION 5, T4N, R1W, G.&S.R.B.M., MARICOPA COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21081
THOMAS L.
ROPE
1/25/2021
Date Signed
ARIZONA, U.S.A.

Job No. 21007

Exhibit E



WINDSTONE RANCH NORTH

ATWELL
866.850.4200 www.atwell-group.com

k:\19000853\dwg\bose\happy valley rd-curb improvements\19000853hv-ib exhibit for kent layout 5.dwg

WINDSTONE RANCH NORTH

TIERRA VERDE EAST

STRIPED MEDIAN

151ST AVE

40' R/W

40' R/W

27.5' R/W

27.5' R/W

40' R/W

25' R/W

WINDSTONE RANCH

W. HACKAMORE DR.

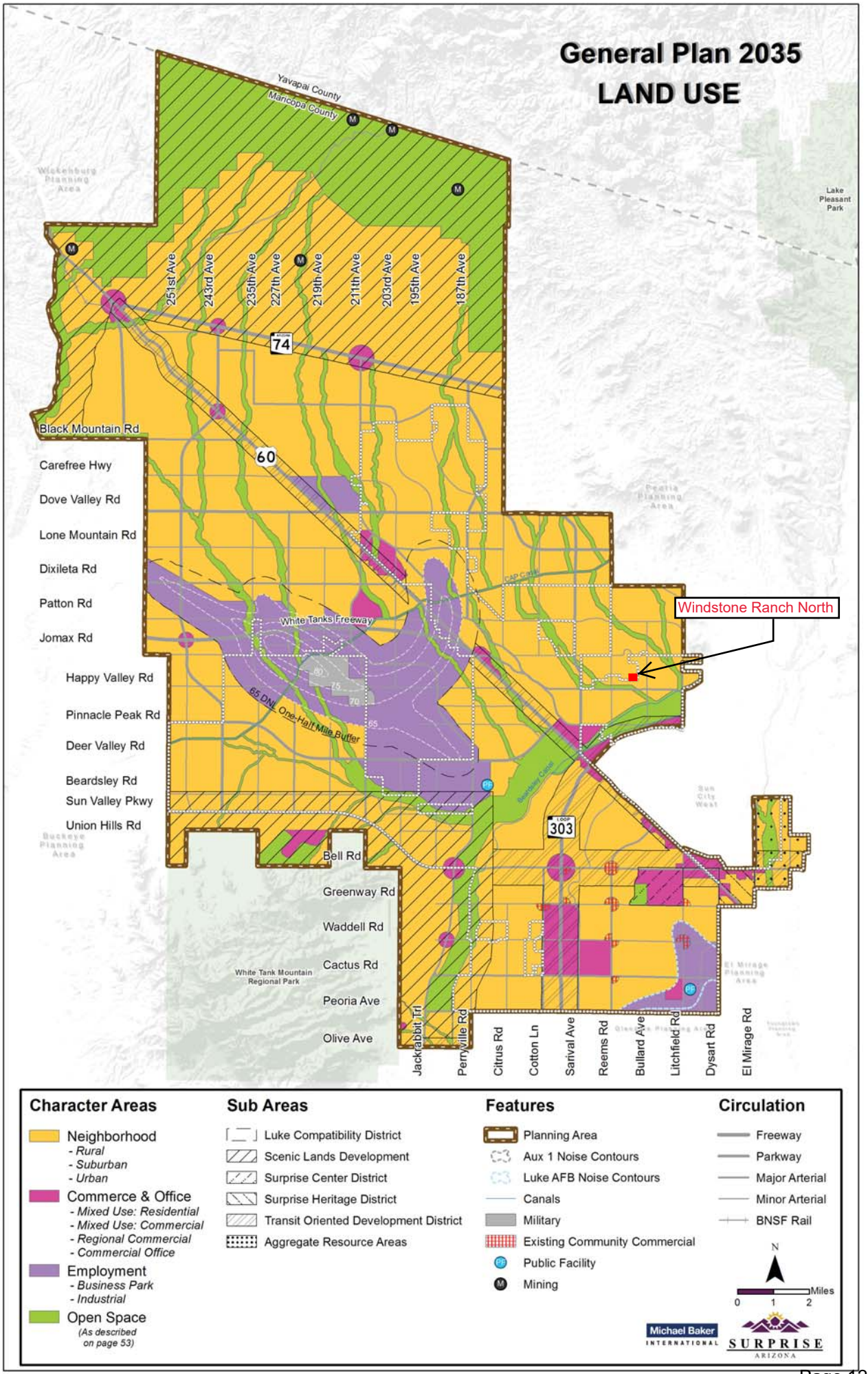
W. Cottontail Ln

Exhibit F

40 0 40 80
Scale Feet

151ST AVE EXHIBIT

K:\19000853\dwg\base\happy valley rd-curb improvements\19000853hv-ib exhibit for kent.dwg
Page 171 of 1304


General Plan 2035
LAND USE
Yavapai County
Maricopa County
Wickenburg Planning Area
Lake Pleasant Park
251st Ave
243rd Ave
235th Ave
227th Ave
219th Ave
211th Ave
203rd Ave
195th Ave
187th Ave
74
60
303
Black Mountain Rd
Carefree Hwy
Dove Valley Rd
Lone Mountain Rd
Dixileta Rd
Patton Rd
Jomax Rd
Happy Valley Rd
Pinnacle Peak Rd
Deer Valley Rd
Beardsley Rd
Sun Valley Pkwy
Union Hills Rd
Bell Rd
Greenway Rd
Waddell Rd
Cactus Rd
Peoria Ave
Olive Ave
Peoria Planning Area
Buckeye Planning Area
Sun City West
El Mirage Planning Area
White Tanks Freeway
CAP Canal
Beardsley Canal
65 DNL One-Half Mile Buffer
White Tank Mountain Regional Park
Windstone Ranch North
Jackrabbit Trl
Perryville Rd
Citrus Rd
Cotton Ln
Sarival Ave
Reems Rd
Bullard Ave
Litchfield Rd
Dysart Rd
El Mirage Rd
Character Areas
Neighborhood
- Rural
- Suburban
- Urban
Commerce & Office
- Mixed Use: Residential
- Mixed Use: Commercial
- Regional Commercial
- Commercial Office
Employment
- Business Park
- Industrial
Open Space
(As described on page 53)
Sub Areas
Luke Compatibility District
Scenic Lands Development
Surprise Center District
Surprise Heritage District
Transit Oriented Development District
Aggregate Resource Areas
Features
Planning Area
Aux 1 Noise Contours
Luke AFB Noise Contours
Canals
Military
Existing Community Commercial
Public Facility
Mining
Circulation
Freeway
Parkway
Major Arterial
Minor Arterial
BNSF Rail
N
Miles
0 1 2
Michael Baker INTERNATIONAL
SURPRISE ARIZONA

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' <Ibeth.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**

TIFFANY & BOSCO P.A.

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:
    - 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.

Camelback Esplanade II, Seventh Floor
2525 East Camelback Road
Phoenix, Arizona 85016-4229

602.255.6000 PHONE
602.255.0103 FAX

City initiated.

- For applications involving rezoning of land which abuts other municipalities or unincorporated areas of the county or a combination thereof, copies of the notice shall be transmitted to the planning agency of such governmental unit butting such land. **City initiated.**
- For applications involving rezoning, subdividing, planned unit developments, site plans with uses permitted on a conditional basis, and legislative matters, all real property owners within a 200-foot or 300-foot radius, the city shall send copies of the notice by first class mail, no less than seven days prior to the hearing. We noticed at 300 feet. **City initiated.**
- Any village committee or special community group which is located in the area of the proposed public hearing request or has considerable interest in the nature of the application; **See City initiated list.**
- The head of any homeowner's association or registered neighborhood within the public notice area established in item (3) indicated above. **See City initiated list.**

Site Posting

The site was posted on April 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
Date: May 17, 2021
Time: 6:00 P.M.
City Council Annexation Hearing
Date: TBD
Time: 6:00 P.M.
Planning & Zoning Commission Rezone Hearing
Date: TBD
Time: 6:00 P.M.
City Council Annexation and Rezone Hearing
Date: TBD
Time: 6:00 P.M.
Case #'s: FS21-208 & FS21-209
For more information and to confirm dates, call: 623-222-3011 Surpriseaz.gov
4/29


Notice of Public Hearing
City of Surprise
Neighborhood Meeting Annexation and Rezone
Date: May 17, 2021
Time: 6:00 P.M.
City Council Annexation Hearing
Date: TBD
Time: 6:00 P.M.
Planning & Zoning Commission Rezone Hearing
Date: TBD
Time: 6:00 P.M.
City Council Annexation and Rezone Hearing
Date: TBD
Time: 6:00 P.M.
Case #'s: FS21-208 & FS21-209
For more information and to confirm dates, call: 623-222-3011 Surpriseaz.gov
4/29/2 2 49.23


Notice of Public Hearing
City of Surprise
Neighborhood Meeting Annexation and Rezone
Date: May 17, 2021
Time: 6:00 P.M.
City Council Annexation Hearing
Date: TBD
Time: 6:00 P.M.
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4/29/2 3 2


Notice of Public Hearing
City of Surprise
Neighborhood Meeting Annexation and Rezone
Date: May 17, 2021
Time: 6:00 P.M.
City Council Annexation Hearing
Date: TBD
Time: 6:00 P.M.
Planning & Zoning Commission Rezone Hearing
Date: TBD
Time: 6:00 P.M.
City Council Annexation and Rezone Hearing
Date: TBD
Time: 6:00 P.M.
Case #'s: FS21-208 & FS21-209
For more information and to confirm dates, call: 623-222-3011 Surpriseaz.gov
4/29/2 3 2 5


Notice of Public Hearing
City of Surprise
Neighborhood Meeting Annexation and Rezone
Date: May 17, 2021
Time: 6:00 P.M.
City Council Annexation Hearing
Date: TBD
Time: 6:00 P.M.
Planning & Zoning Commission Rezone Hearing
Date: TBD
Time: 6:00 P.M.
City Council Annexation and Rezone Hearing
Date: TBD
Time: 6:00 P.M.
Case #'s: FS21-208 & FS21-209
For more information and to confirm dates, call: 623-222-3011 Surpriseaz.gov
4/29/2 3 8 5


Notice of Public Hearing
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For more information and to confirm dates, call: 623-222-3011 Surpriseaz.gov
4/29/2 3 9 06

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS21-208 & FS21-209

Applicant Name:

Location: South of Frontier East if 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 — 4-29-2021

Applicant/Representative Signature — 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

10.25.2024

My commission expires

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024

Tab 2

FS21-208 FS21-209
Windstone Ranch
Applicant: Tiffany Bosco, P.A.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 5/17/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
KarenCote	[redacted]		
J. E. Griffis			
Don & Sheila Gaebelene			

FS21-208 FS21-209
Windstone Ranch
Applicant: Tiffany Bosco, P.A.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 5/17/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
DANA WRIGHT	[redacted]		

Page _____ of _____

FS21-208 FS21-209
Windstone Ranch
Applicant: Tiffany Bosco, P.A.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 5/17/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
* Jane Peiffer	[redacted]		
Roland Winters			

FS21-208 FS21-209
Windstone Ranch
Applicant: Tiffany Bosco, P.A.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Asante Preparatory Academy
Date : 5/17/2021 Time: 6:00PM - 7:00PM

NAME	ADDRESS	EMAIL	PHONE #
Andy Cepon	[redacted]		

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:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
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.

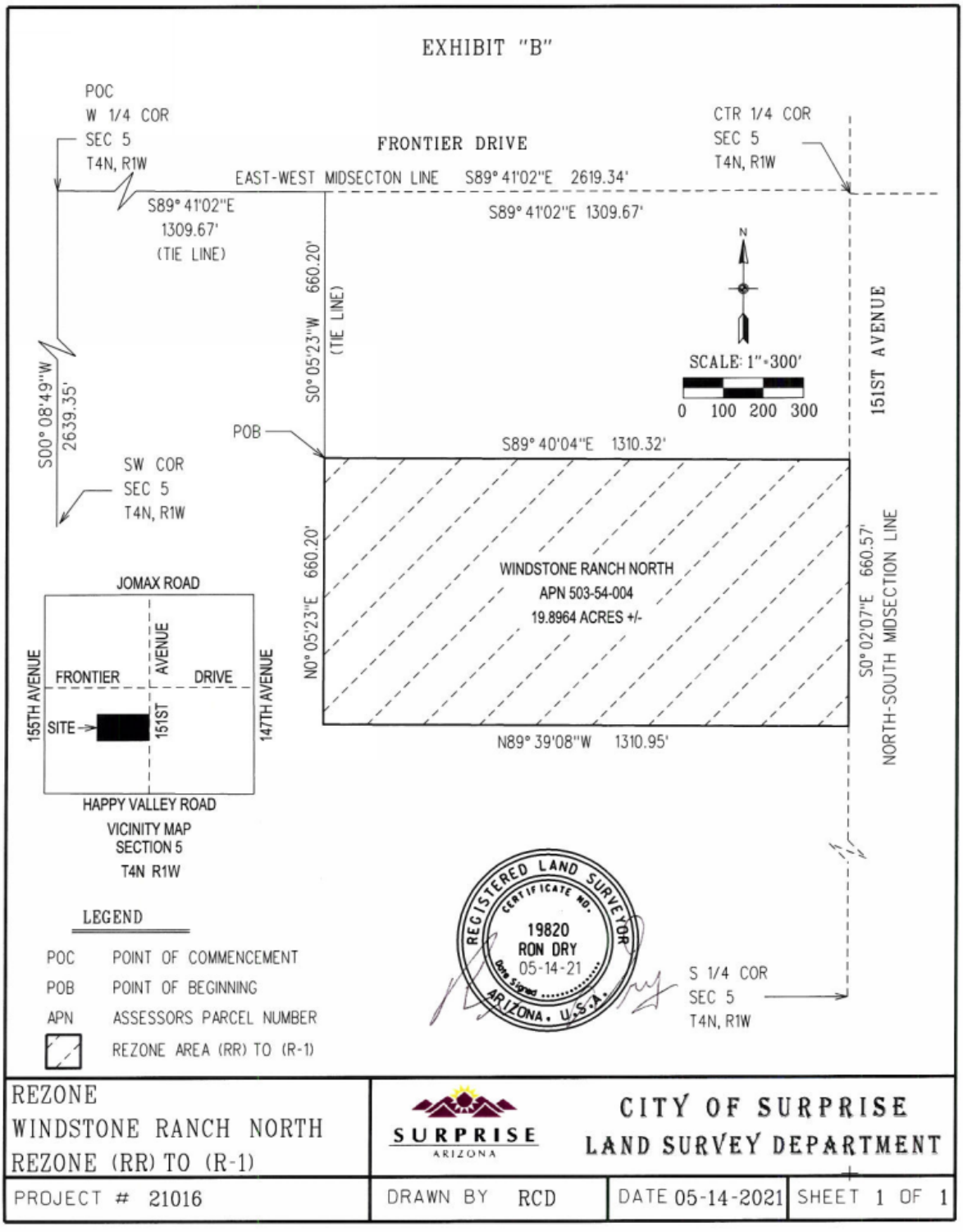
Containing 19.8964 acres, more or less.

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



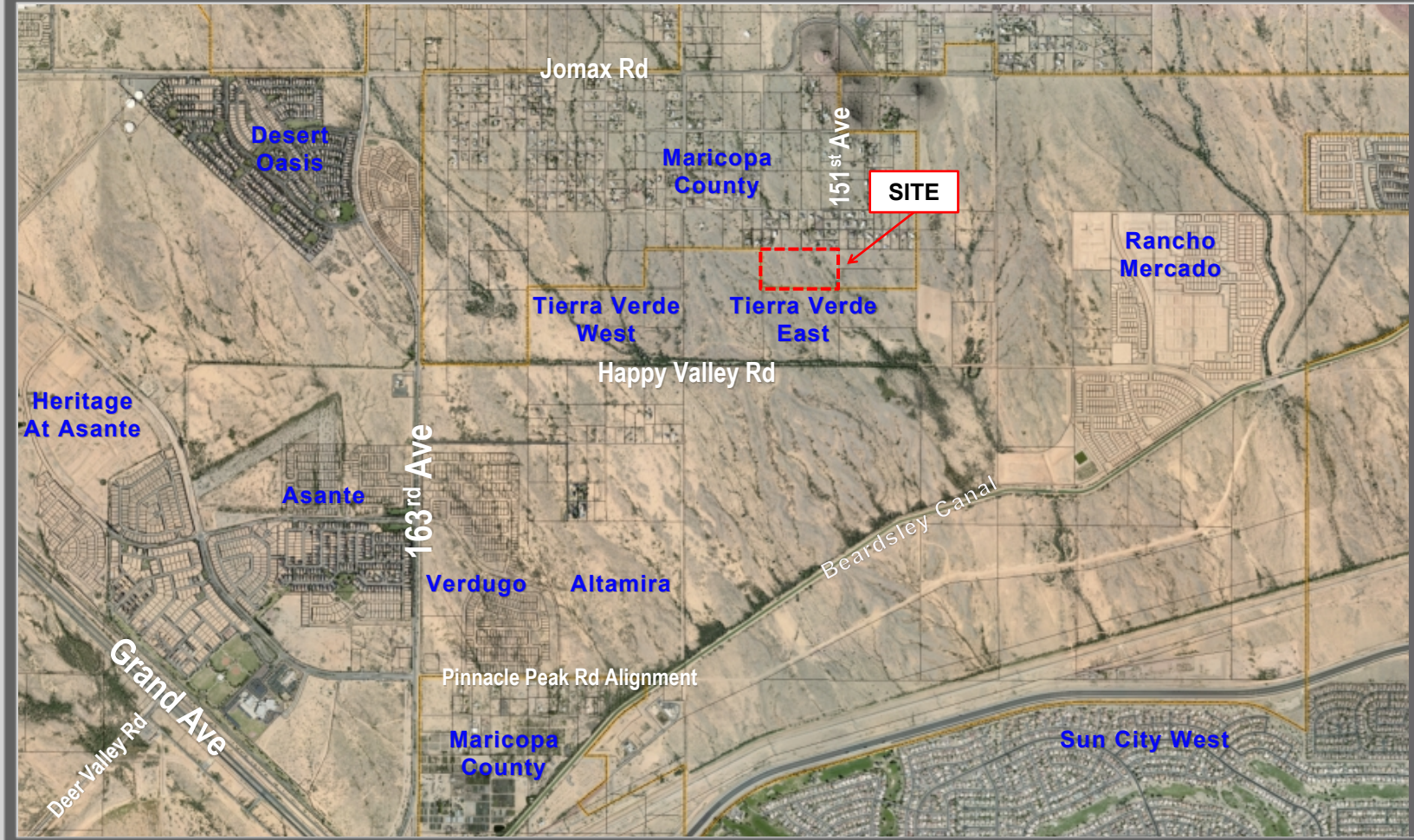
Ordinance No. 2021-13
RFLS #7839
Rev 07/21

SURPRISE
ARIZONA

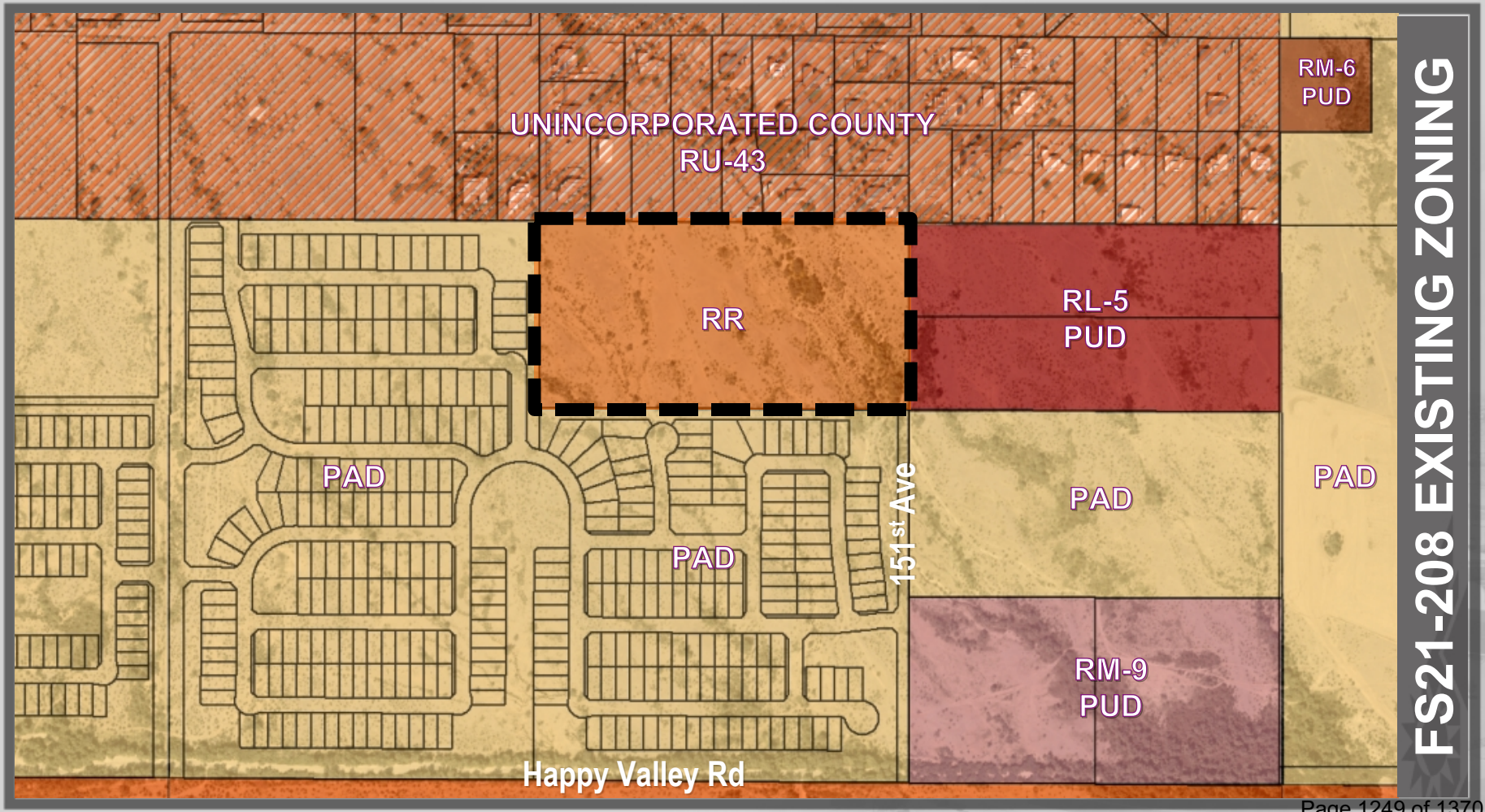
FS21-208
Windstone Ranch North Zone Change

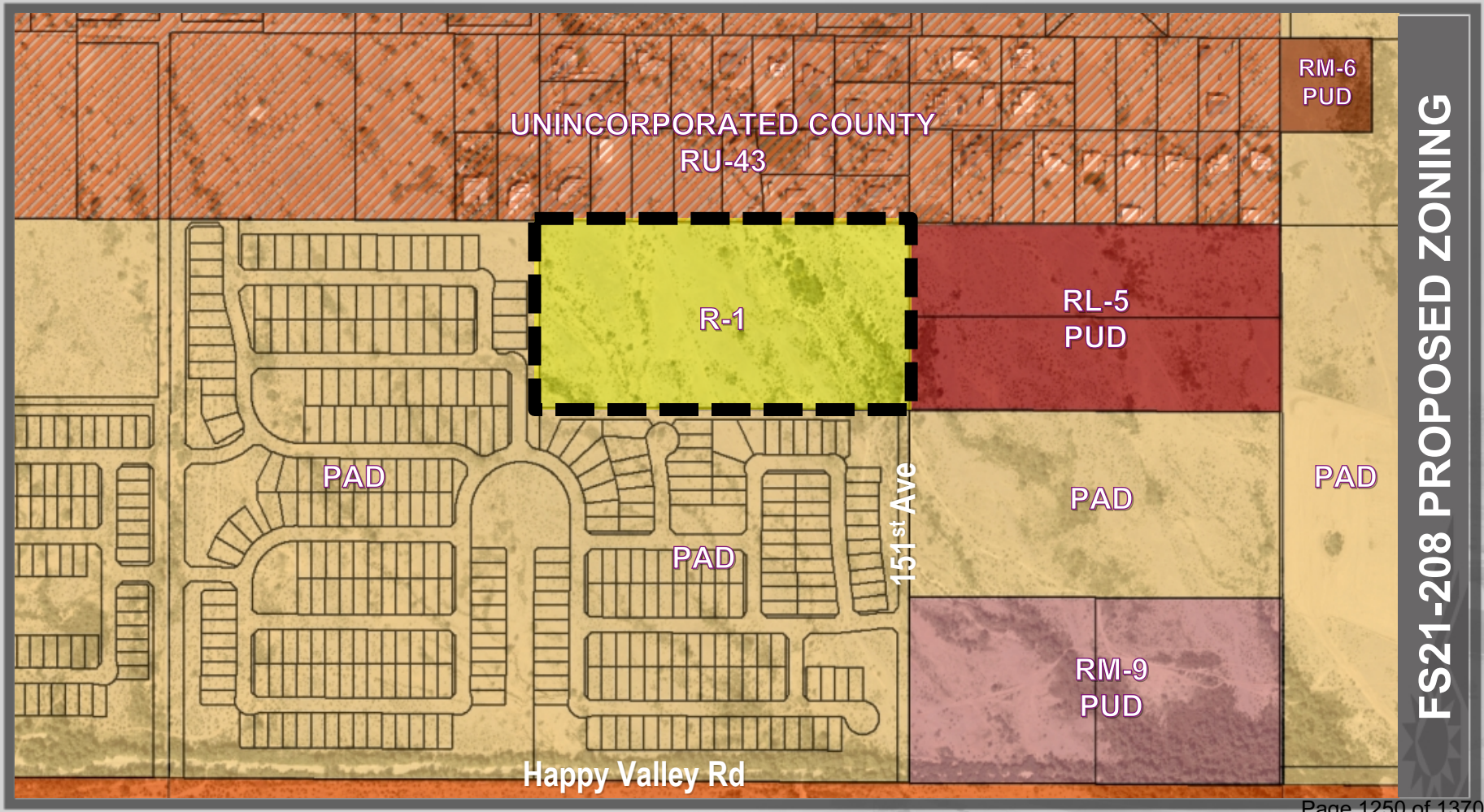
City Council

October 19, 2021



FS21-208 VICINITY MAP


UNINCORPORATED COUNTY
RU-43
RM-6
PUD
RR
RL-5
PUD
PAD
PAD
PAD
PAD
151st Ave
RM-9
PUD
Happy Valley Rd
FS21-208 EXISTING ZONING


UNINCORPORATED COUNTY
RU-43
RM-6
PUD
R-1
RL-5
PUD
PAD
PAD
PAD
PAD
151st Ave
RM-9
PUD
Happy Valley Rd
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.

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 2021

Contact Person: Danielle Osborne, HSCV Administrator

Submitting Department: Human Svcs and Comm Vitality

District: District 5

Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the commissioning of artist Brad Oldham for an original work of art in downtown Surprise.

Motion:

I move to approve the commissioning of artist Brad Oldham for an original work of art in downtown Surprise.

Background:

The Surprise City Council in 2016 adopted the Percent and a Third for the Arts ordinance, which allows 1.3% of the funding for Capital Improvement Projects to be dedicated towards an artistic piece to be incorporated into the project. On November 7, 2017, Surprise voters approved the three General Obligation (GO) Bond questions in the areas of Public Safety, Traffic Congestion Mitigation, and Pavement Preservation. The three questions represent 10 Capital Improvement Projects for a total bond amount of $59.5 million.

On August 10, 2021, the City closed a Request for Proposals (RFP) seeking submissions for artwork to be installed in downtown Surprise. A panel was convened to evaluate the submissions, and to recommend a proposal to the full Arts & Cultural Advisory Commission. On September 13, 2021, the Arts & Cultural Advisory Commission unanimously recommended the proposal to the City Council for approval. This item has been placed on the agenda to seek final acceptance from the City Council.

Objective Analysis:

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

Policy Compliant:

This item is City and Council policy compliant.

Financial Impact:

The total one-time cost for this project will not exceed $334,500.

Budget Impact:

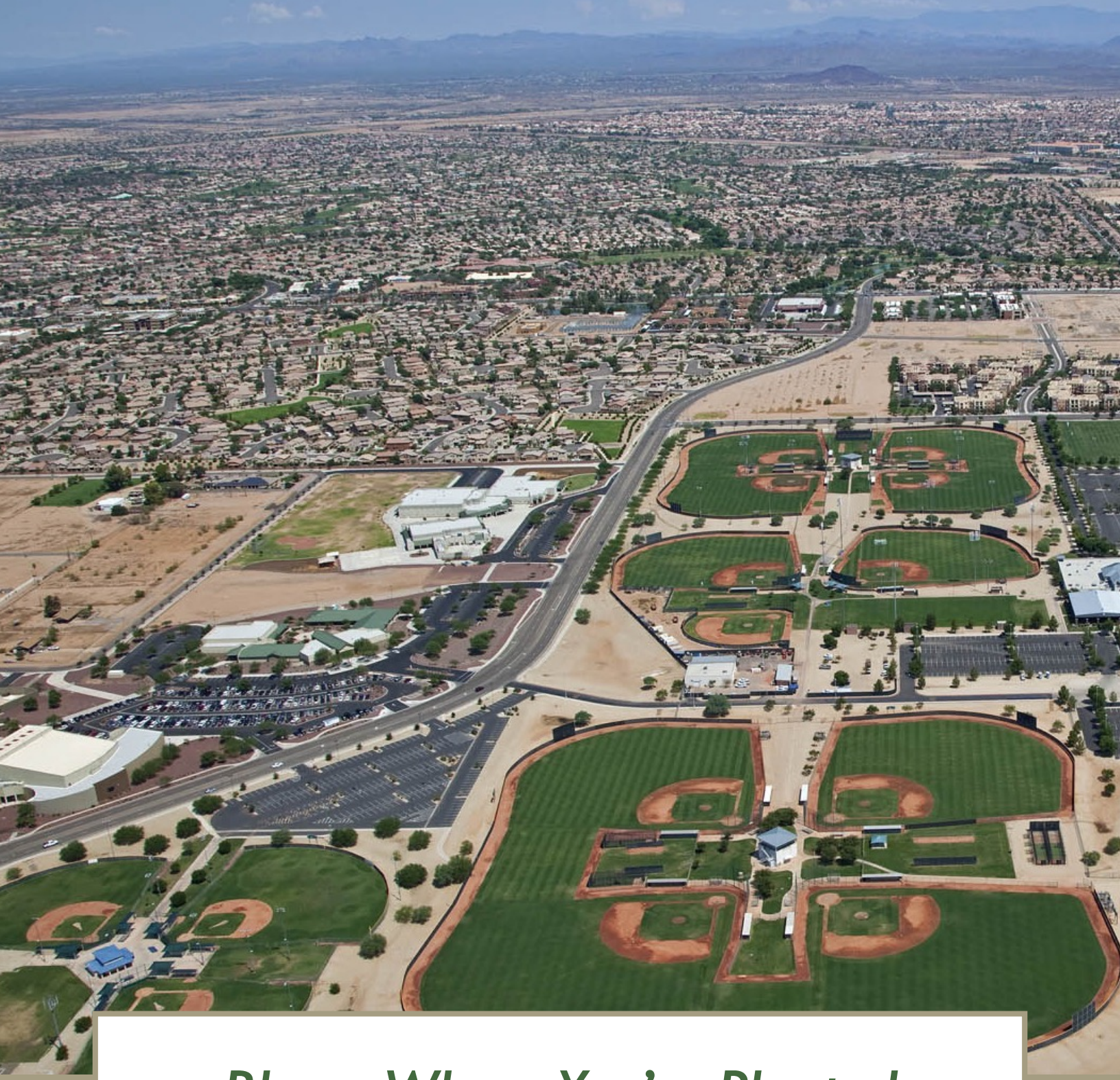
With City Council approval of Resolution #2021-148 on October 19, 2021, the FY2022 budget will include budget authority in the amount of $334,500 for a Roadway art piece in project R61460.

FTE Impact:

None

ATTACHMENTS:

1. Bloom Where You're Planted Brad Oldham Sculpture 8-10-2021 Final
2. Roadway Art Presentation



Bloom Where You're Planted

By Brad Oldham Sculpture

August 10, 2021

PROPOSED CONCEPT

Introduction

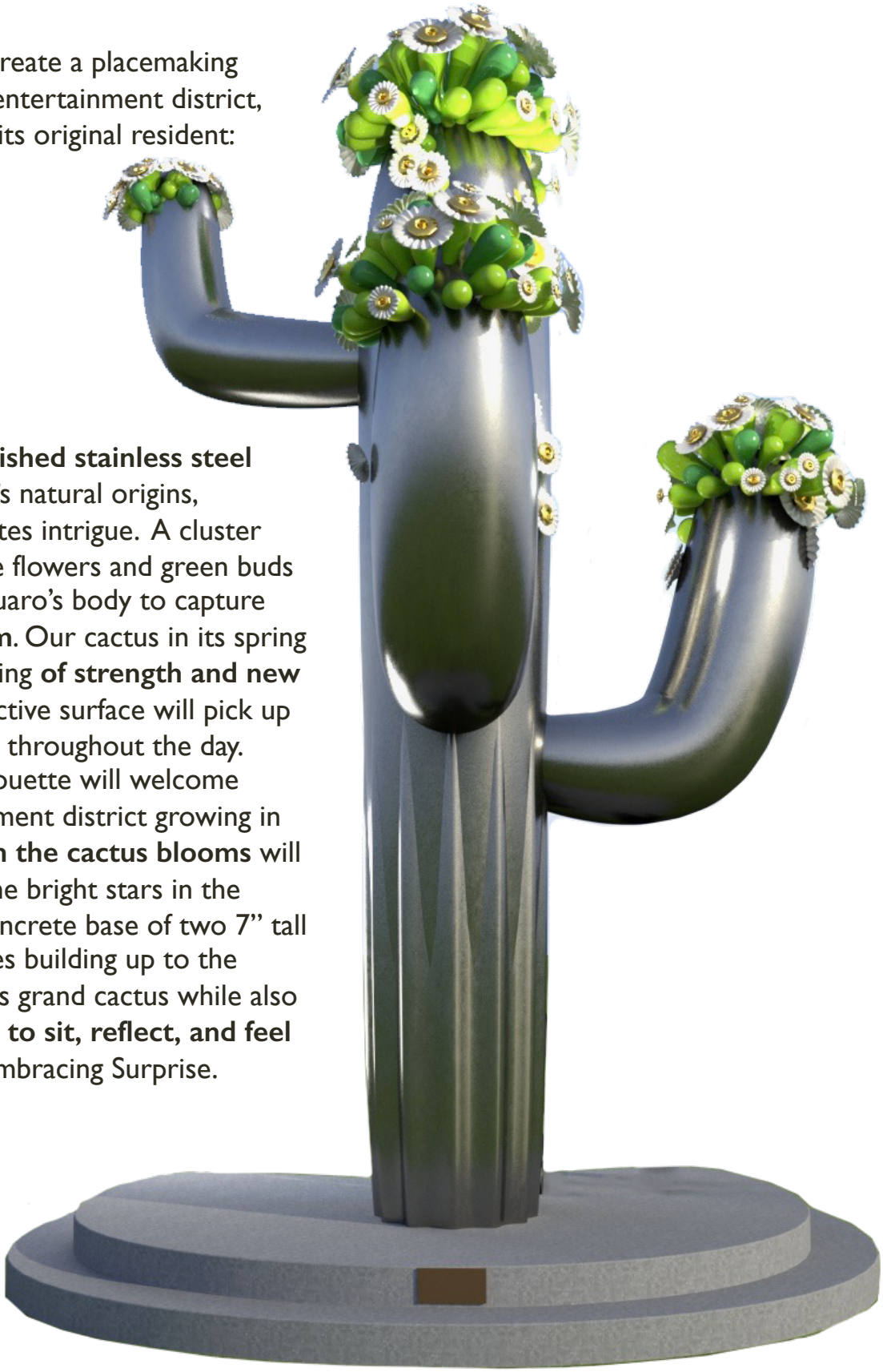
The rhythms of the Sonoran Desert defined the evolution of Surprise, Arizona, which sits in a space juxtaposing the desert and the mountains. Such a space enables us to feel our human smallness, particularly in contrast to the grandeur of the Earth. The surrounding desert has been a vibrant destination long before the city was established and continues to be a source of natural beauty, biodiversity, physical challenge, and spiritual contemplation, making it a natural place for reflection and healing.



PROPOSED CONCEPT

Introduction

In looking for inspiration to create a placemaking sculpture for Surprise's new entertainment district, we turned to the desert and its original resident: the majestic **saguaro cactus**.

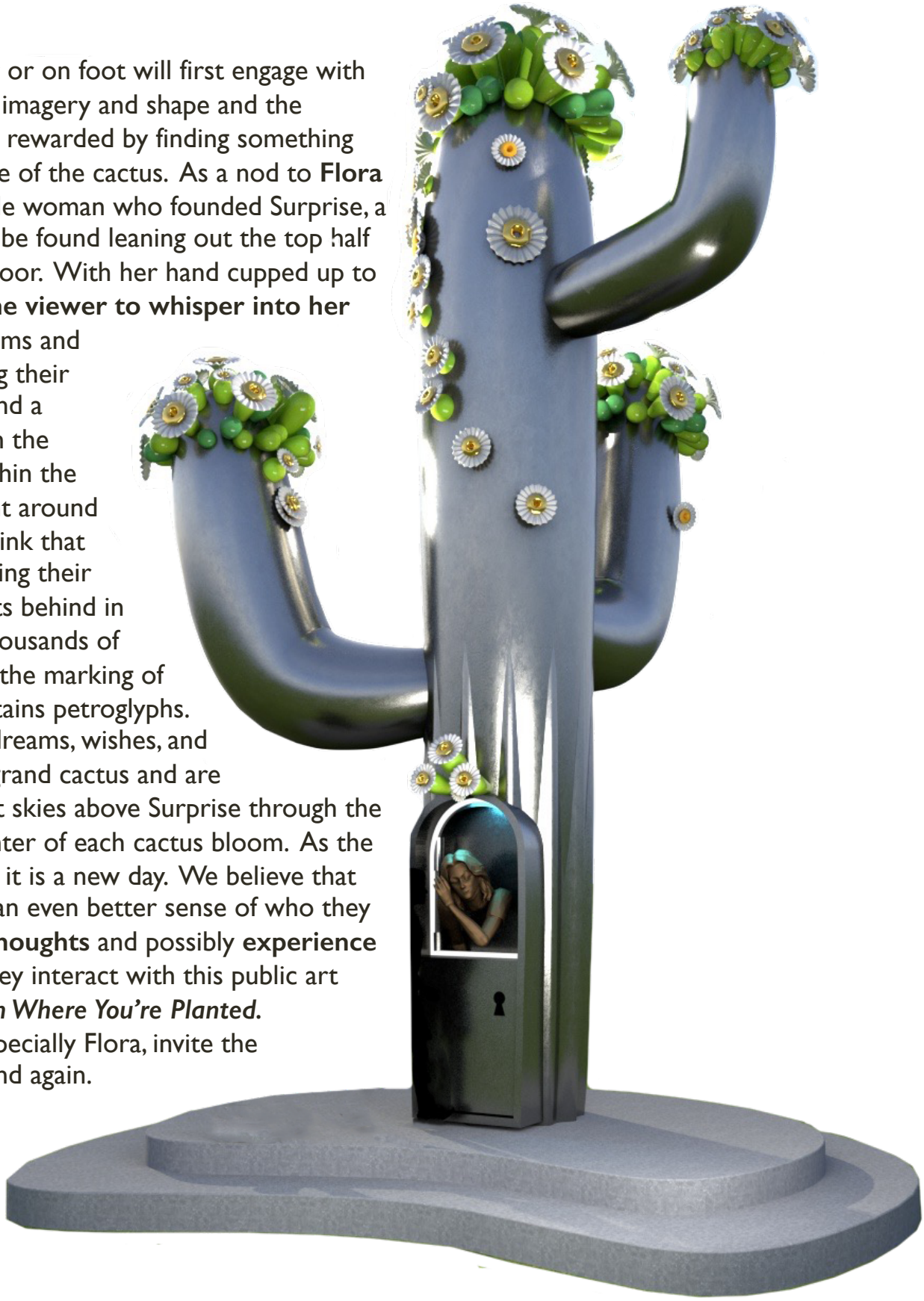


Our **18-foot-tall, mirror-polished stainless steel** sculpture celebrates the area's natural origins, commands attention, and invites intrigue. A cluster and ribbon of blooming white flowers and green buds adorn and trail down the saguaro's body to capture the cactus in its **spring bloom**. Our cactus in its spring pose is meant to evoke a feeling **of strength and new beginnings**. The curved, reflective surface will pick up on **ambient colors and light** throughout the day. The saguaro's impressive silhouette will welcome visitors to the new entertainment district growing in the city. At night, the **lights in the cactus blooms** will shine a magical pattern like the bright stars in the desert sky. We designed a concrete base of two 7" tall platforms of concentric shapes building up to the sculpture to add height to this grand cactus while also providing a place for **viewers to sit, reflect, and feel empowered** by the nature embracing Surprise.

PROPOSED CONCEPT

Bloom Where You're Planted

Those traveling by car or on foot will first engage with the compelling cactus imagery and shape and the curious viewer will be rewarded by finding something special on the backside of the cactus. As a nod to **Flora Statler**, the remarkable woman who founded Surprise, a kind-hearted lady can be found leaning out the top half of an opened Dutch door. With her hand cupped up to one ear, she **invites the viewer to whisper into her ear**, sharing their dreams and wishes or unburdening their secrets to feel relief and a sense of connection in the confidence shared within the expansive environment around Surprise. In fact, we think that people have been leaving their most intimate thoughts behind in the desert here for thousands of years, as evidenced in the marking of the White Tank Mountains petroglyphs. From Flora's ear, the dreams, wishes, and secrets travel up the grand cactus and are released into the night skies above Surprise through the twinkle within the center of each cactus bloom. As the sun rises the next day, it is a new day. We believe that viewers will discover an even better sense of who they are in **sharing their thoughts** and possibly **experience new beginnings** as they interact with this public art sculpture called ***Bloom Where You're Planted.*** This sculpture, and especially Flora, invite the viewer to visit again and again.



Flora Statler Detail



Here you can see a boy whispering into Flora's ear. Notice the warm light on the inside of her arched door frame along with a couple blooms to further **connect Flora** with the fresh, new feeling of **springtime.** The Latin origin of her name means "flower." Flora was the name of the Roman goddess of springtime.

Flora Statler Clay Model



In the digital rendering, it is difficult to get a sense of **Flora's face and expression**, so we included the clay sculpture that we made in studio to work out her personality. She is **carefully listening** without judgement and is **always available** to hear the viewers' secrets, dreams, wishes, and most intimate thoughts.

Front View Daytime



Rendering above shows a **daytime experience** of ***Bloom Where You're Planted*** with a 6-foot-tall man and his child. Note the two-tiered base with a stainless steel artists' plaque on the face of the front step.

Back View Daytime



Rendering above shows a **daytime experience** of ***Bloom Where You're Planted*** on the back side, opposite from the traffic on Bullard and Paradise. We imagine creative photography with Flora and the sculpture here. Her ear is 4 ½-feet off the ground to be **accessible for kids and adults alike**.

Aerial View Daytime



We included the ariel view to give you a sense of how **the three arms relate to the cactus' body**. The silhouette will have the iconic arm shape from **any viewpoint**. Another item to note from this view is the **depth of the steps**. The deep steps are meant to encourage the viewer to take a perch or groups to stage group shots effectively at two levels to see all faces.

Front View Nighttime



If it were pitch black on the corner, the sculpture would be a **beacon of light.**

Back View Nighttime

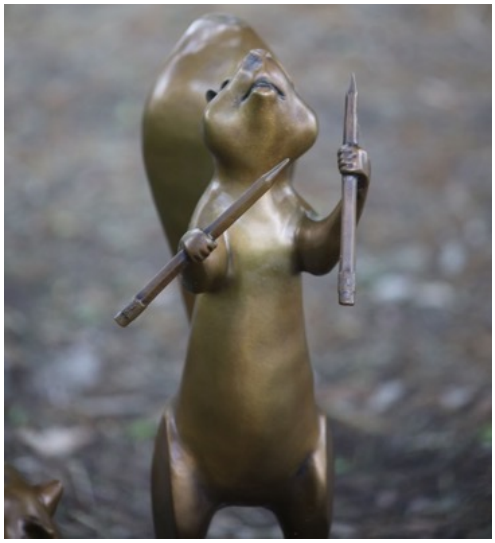


The above renderings show a nighttime viewing experience with the sculpture.
Note that the open doorway where Flora is will have **light around the archway**.

Material Samples & Reference



Cactus: **mirror-polished 316L stainless steel** like the BIRD sculptures (above).
Flora: **lost-wax cast bronze** like the squirrel sculpture (bottom left).
Blooms: **iridescent white and shimmering gold automotive paints** (bottom middle).
Pods: three green **automotive paints** (above).
Interior "bones" or structure: **304 stainless steel** (bottom right).







PROPOSED CONCEPT

About the Name

Nearly as much thought to what the sculpture would be as to what to name this installation. There is a distinct, intuitive feeling evoked in this installation that reminds the viewer of the **natural beauty** and importance of **sharing your most personal thoughts and dreams with friends and family.** We needed a **human connection to invite engagement** with a sense of community.

There is such a personal and widely relatable feeling of knowing that the gorgeous blooms on the saguaro cactus point to **life's resilience and splendor**. We want this sculpture to **celebrate** the natural environment of Surprise and **conjure** excitement and **confidence** of what is to come when People in a city thoughtfully works together.



The origin of the "bloom where you're planted" phrase is credited to the **Bishop of Geneva**, Saint Francis de Sales (1567-1622) and there are several **Biblical references** that carry similar concepts. It is most understood to mean that you can **be all that you can**, make the **best of a situation**, and **do what's right**. The sentiment reminds me of my grandmother who grew up in a small coastal town in Mexico, was educated in Texas, and married a US Army Colonel. In their life together, they traveled the world, and my grandmother learned to always **plant flowers wherever you live**, no matter for how long. She taught me that anyone can **contribute to your community** with actions and gifts of any size. This idea communicates the **optimism** of spring blooms and the **invitation to share** hopes and dreams to **connect** with other people to make a community a better place for all. There are **no limit to community building** and "planting" good ideas and flowers radiates beauty for **all** to share in.

PROPOSED CONCEPT

Future Engagement Beyond The Installation Site

The saguaro cactus is a definitive **symbol** of the desert in the Southwest United States – and yet it means more. The cactus **stands tall** in showing an example of **adapting** to one's (sometimes harsh) environment and **providing shelter and nourishment** for others. Its stature leads to an **authoritative** feel infused with **wisdom**. This symbolism combined with a **kindhearted human** point of engagement produces a **unique** feeling that are **both intimate and community minded**.

The narrative expressed at the corner can be **extended** further into the district. In the future, we envision the white and gold blooming flowers and green pods marking the district in surprising places, serving as additional **wayfinding**, and creating new **points of community pride**.



Example of blooms and pods on **existing signage**. A fresh bloom on a hot day is cooling!



The exterior of **public buildings** like this one could be another location for blooms and pods.

Surprise Engagement Idea



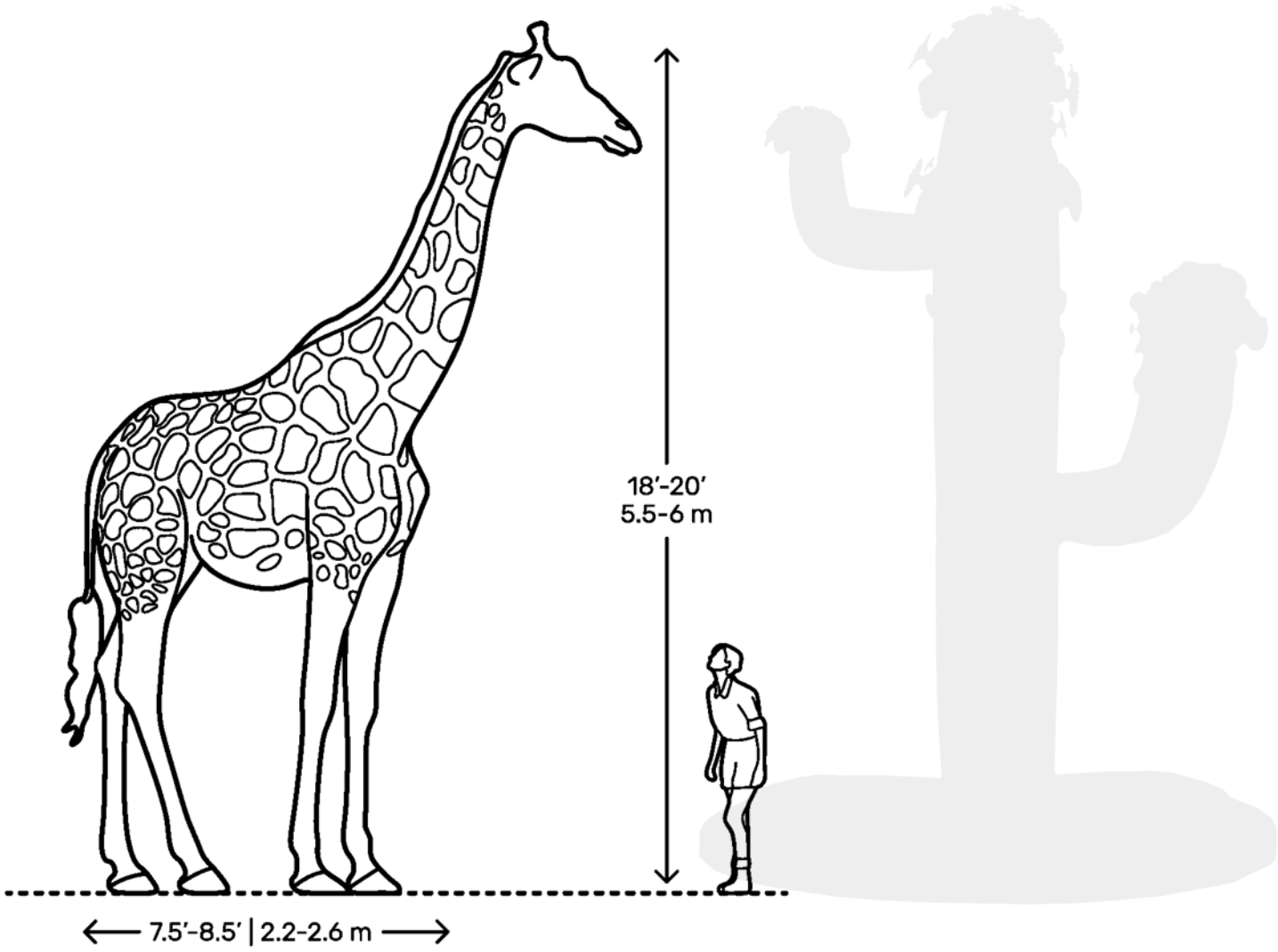
The shape and materials of a sterling silver bloom pendant with a gold-plated center (with or without a CZ stone) would be a lovely gift for residents and visitors. It is special to have a piece made and signed by the artist. In the ***Bloom Where You're Planted*** pendant, we would like to highlight the human connection of the sculpture with an excerpt from this poem in the packaging:



Make new friends,
But keep the old.
One is silver,
And the other, gold.
A circle's round
It has no end
That's how long
I'm gonna be your friend.

Dimensions & Scale Reference

At 19'2" feet tall, ***Bloom Where You're Planted*** will tall enough to scale to mark the site for today and **hold its own** when development around matures. The vertical sculpture can **anchor** the corner for daily vehicular traffic and wayfinding and invite residents and guests to visit many times as wishes and dreams need to be shared. The sculpture will be **highly accessible** on the corner throughout the year. Standing tall, the sculpture will create a **sense of place and excitement** before the future buildings develop and will continue to enhance space as the area matures.



For scale (and fun), ***Bloom Where You're Planted*** will be as tall as a standing adult giraffe. The sculpture with the concrete platform is **19'2" tall x 15' wide x 13' deep.**

Building Community Around Sculpture

We have designed and created placemaking sculpture before adjacent lots were developed. In 2009, our three-site installation near downtown Dallas called ***The Traveling Man*** was commissioned to create a community gateway and to encourage area development. Through the years, we have seen how our sculptures serve as a destination when the neighborhood was undeveloped and now have incorporated into new development.









The mixed-use project near The ***Traveling Man – Waiting on a Train*** has incorporated the ***BIRD*** sculptures within each hotel room and feature photography throughout the campus. The front of the mixed-use development was designed around our installation with its front door oriented to the sculpture.

Site Considerations

The design of ***Bloom Where You're Planted*** is such that it works on a highly accessible corner for both **drive by** viewing and **pedestrian engagement.** The optimistic feeling of a saguaro cactus in spring will resonate with residents and visitors. Flora on the side facing **away** from traffic invites a more **intimate** engagement.

We examined two locations for our sculpture as noted below.



The Southeast Corner of **Bullard Avenue and Bell Road**



The southeast corner of **Bullard Avenue and Paradise Lane**

Site Evaluations



The Southeast Corner of **Bullard Avenue and Bell Road**

-High vehicular traffic translates into **strong daily visibility**.
-Serves as a **gateway** welcome into the district from Bell Road.
-High vehicular traffic on this corner **could deter pedestrian traffic** – depends on commercial for that corner.
-**Obstructed view** by the sign in the median on Bullard.
-Don't like the RV and Self Storage on north side of Bell; this is **not** a reoccurring pedestrian draw.
-The northwest corner is bricked off residential that isn't pedestrian friendly.
-Utilities **above ground** at corner detract from desirability of site.

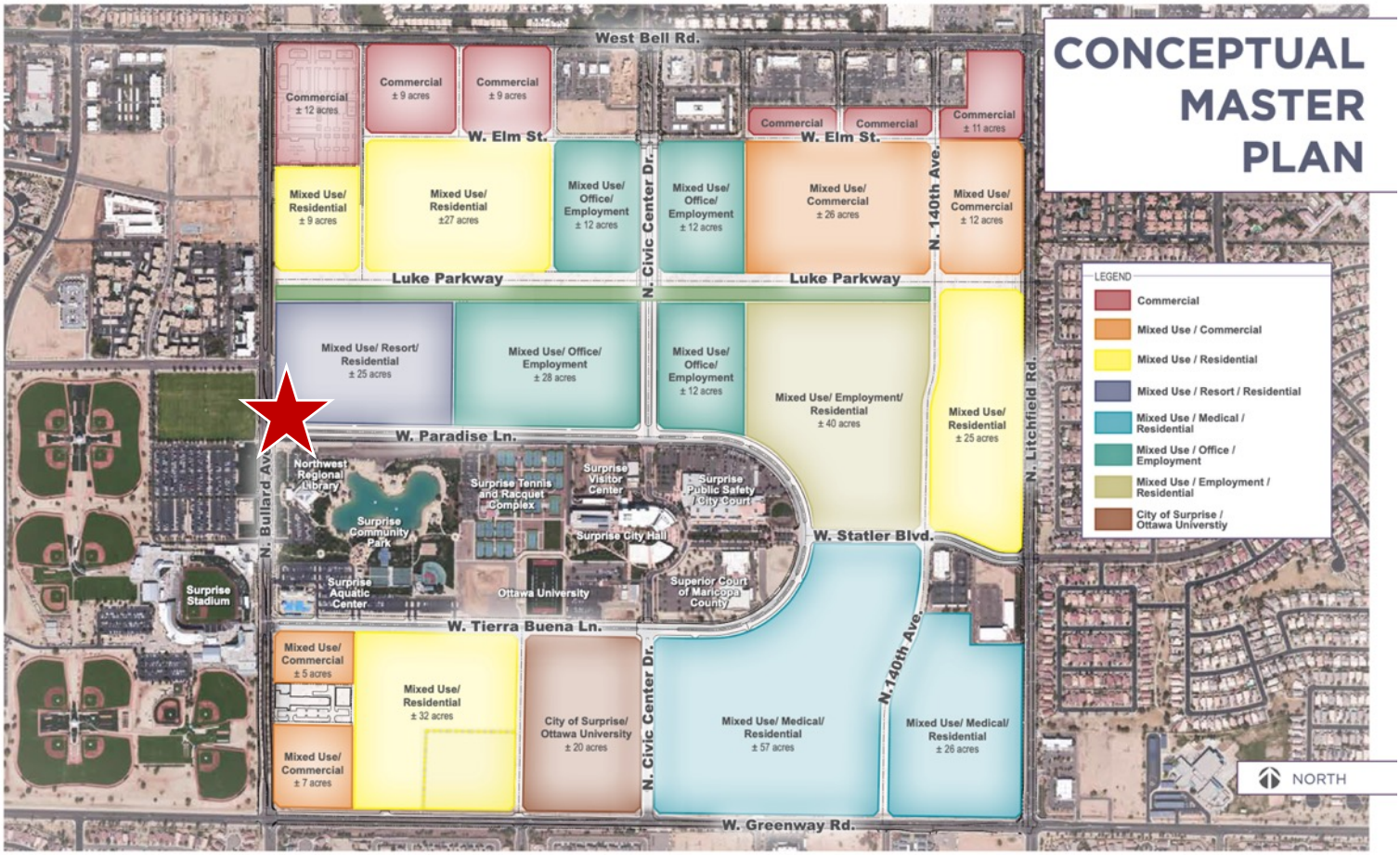


The southeast corner of **Bullard Avenue and Paradise Lane**

-Already **family-oriented** traffic on this corner with the community park across Paradise and the Mark Cornado Park across Bullard.
-Strong **vehicular traffic** but not as much a pedestrian deterrent as Bell; Bell Road is six lanes of traffic while Paradise has 2 lanes of traffic.
-Nice **environmental lighting** already from baseball parking lot.
-Examples of places where the sculpture will be seen include Mark Coronado Park (community events i.e., 4th of July), Surprise Stadium, Surprise Lake and surrounding parks, Northwest Regional Library, Surprise Tennis & Racquet Complex, and Residence Inn.
-***Bloom Where You're Planted*** will draw in visitors from Bell and Greenway to create a sense of arrival. This is the heart of Bullard Avenue.
-The sculpture marks the **turn off** Bullard Avenue **to Surprise City Hall.**

Site Recommendation

We recommend the **northeast corner of Bullard Avenue and Paradise Lane** (as marked on map below).



Sculpture Rendered In Location at Bullard Avenue & Paradise Lane



Lighting Specifications

The utility requirement for ***Bloom Where You're Planted*** for internal lighting is 30 amp service and all lighting will be IP68 LED lighting. The design of our sculpture incorporates a **removable panel** with special, tamper-resistant stainless steel screws to access internal LED power drivers and electrical equipment. The bottom door panel **under Flora** is where we designed the **access panel** into the sculpture.





Design Through Installation Process

We bring more than 20 years of design, fabricating, and installing public art sculpture to this project. We don't see a conflict with city zoning and design guidelines for ***Bloom Where You're Planted***. Our experience enables us to **accurately project costs**. We provide technical support and fabricate our own artwork with our established team of artisans.

In planning through the installation, we looked for special challenges. We do require **space for unloading and staging area**. Since that corner is not developed, this requirement should be workable. We will unload the sculpture, assemble, and install over a two- to four-day period. **Significant rain or adverse weather conditions** would impact this outdoor installation timeline so we will watch weather closely leading up to the installation. We can **schedule around the weather** as much as possible. It is a two-day drive from Dallas to Surprise.

The engineering pad and decorative concrete work will adhere to all local codes and permitting requirements. The concrete work and structural requirements for foundation be **completed at least one month prior to sculpture installation**. If required, we will demo existing concrete to install the structural foundation and flat work. Our engineer is licensed in all 50 states and then our plans will be submitted for your city engineer review process.

The equipment required for our installation includes a **four-man team from Brad Oldham Sculpture, a 10k sky track, two vehicles, and one trailer.**



MAINTENANCE & CONSERVATION REQUIREMENTS

Care & Keeping Considerations for Surprise

Attached on the following page is our standard Care and Keeping document for sculpture we produce from 316 Stainless Steel that is polished to a reflective, mirror-like finish. For ***Bloom Where You're Planted***, we are expanding these recommendations to address this specific sculpture and the environment in Surprise, AZ. For the colored blooms and pods, we will use **UV stable epoxy automotive paints** along with **UV stable clear coat** on any colored parts of the sculpture. The design of the flowers and buds are such that if they need "recolored" they **unscrew and can be freshened and reinstalled**.

A long-term effect of the environment in Surprise could possibly be **minor scratching from sandstorms.** We have not seen this happen with our other public art sculptures across the country but want to keep an eye out in Arizona for that possibility. If such scratching occurs, we can **hand polish** the sculpture back to its reflective finish. In other installations, **natural rain fall cleans the dust** from the sculpture. Since Surprise gets only 9 inches of rain a year, the dust could accumulate so a **rinse with water and a spot-free product a couple times a year** would keep the sculpture's shine. It would be good to set a spring and fall date on the calendar each year to check dust at the sculpture.

The expected lifespan of this artwork is **until it is physically removed**. We are using 5 mm 316L stainless steel for this sculpture, which is a **marine-grade material**, suitable for **exterior** use. The natural properties of this stainless steel material allow it to be rinsed with **acetone** to remove any paints/graffiti applied. As noted in our Care and Keeping document, if stainless steel is scratched, it can be **polished out**.

The projected ongoing **conservation costs** for the sculpture are **low** due to its design and material composition. The LED lights are expected to be replaced in **5 to 7 years**. The conservation work is suggested by Brad Oldham Sculpture. Repair and maintenance work will be quoted prior to work performed.

Due to the sandy environment, and how **kinetic** sculptures operate, we feel that the maintenance and repair costs are too high so we **did not incorporate this aspect into our design**. Further, severe winds in the area would require regulators on any moving pieces, which is another cost and maintenance item. We want ***Bloom Where You're Planted*** to look the same as it does on our installation day as it does any other day of the year.

Flora will be **lost-wax cast bronze** and her warm glow finish will be sealed with a **clear protective finish.** To maintain her golden brown exterior, her care differs from the rest of the sculpture. She should be waxed every two years (or as needed) with carnuba wax.





Standard Care & Keeping

Care and Keeping of Brad Oldham Sculpture's 316 Stainless Steel Sculpture

Owner's Care & Keeping Information:
Your sculpture is be made of 5mm thick 316 stainless steel polished to a smooth, reflective finish. The industrial-strength stainless steel used in our sculptures is often used for the top of workbenches, so its durability is well established. 316 stainless steel is the basic chromium-nickel austenitic stainless steel and has excellent resistance to corrosion.

Cleaning dirt from stainless steel surface –
Like any material, dirt and soil can accumulate on the surface of stainless steel. While some may be easily removed, others may require specific cleaners for effective removal. Often times, warm water, with or without a gentle detergent, is sufficient for removing dirt from the surface of stainless steel. Next in order are mild non-scratching abrasive powders such as typical household cleaners. These can be used with warm water, bristle brushes, sponges or clean cloth.

Ordinary carbon steel brushes or steel wool should be avoided as they may leave particles embedded on the surface which can lead to rusting. For more aggressive cleaning, a small amount of vinegar can be added to the scouring powder.

Cleaning should always be followed by rising in clean, hot water. When water contains mineral solids, which leave water spots, it is advisable to wipe the surface completely with clean, dry towel.

Cleaning fingerprints and stains –
Fingerprints and mild stains are common surface contaminates. Fortunately, these usually only affect the appearance and seldom have an effect on corrosion resistance. They are easy to remove by a variety of simple cleaning methods. Fingerprints can be removed with glass cleaner or by gentle rubbing with a paste of soda ash (sodium carbonate) and water applied with a soft cloth. This should be followed by a thorough warm water rinse.

Cleaning oil and grease –
Oil and grease may not allow the surface to maintain passivity, and periodic removal is necessary. Soap or detergent may be tried – or a combination of water plus a solvent. Many solvents are widely used as individual cleaners, but there are thousands of blended or compound cleaners on the market. You are advised to contact suppliers of solvents for information on their application on stainless steel before using on sculptures. Cleaning with chloride-containing detergents must be avoided.

Cleaning paint –
There are several solvents on the market that will remove paint from stainless steel. If more power is needed, the solvent may be used in combination with gentle rubbing with a non-abrasive scrubber like a sponge or towel.

Removing scratches –
If stainless steel is scratched, you should contact Brad Oldham Sculpture at 214-740-0600.

As noted above, you should contact solvent manufacturers to find out how their product works on stainless steel. Further, to help ensure the best possible results, all methods and cleaning materials or solvents should be tested in an inconspicuous area first before using on a wider area. If the artwork is damaged, contact Brad Oldham Sculpture at 214-740-0600 for an estimate on its repair.

Brad Oldham Sculpture
1200 Ross Avenue, Number 180
Dallas, Texas 75202
214-740-0600
bradoldham.com

Brad Oldham Christy Coltrin

Safety Specifications

The only potential concern is the heat. The sculpture warmth will be similar to the ambient air temperature in Surprise. We have **not had any issues** with heat and our outdoor public art sculptures in Dallas, Greenville, Charleston, and such. As a precaution, the city of Dallas took a temperature reading on one of our mirror-polished stainless steel sculptures on a hot summer day. The sculpture temperature was the same as the air; the concrete temperature was higher. To further mitigate heat, **our convex shape of the sculpture reduces the chances of any one area getting too hot, unlike a flat metal sculpture.**

Lightening protection will installed by licensed professional and is part of our planning process. The installation site will conform to all **ADA requirements.**



Expanded $300,000 Budget

Bloom Where You're Planted

$30,000.00	Design/Artist Fee
$5,800.00	Engineering
$7,500.00	Shop Drawings
$3,600.00	Permits
$139,250.00	Materials & Fabrication
$750.00	Artists' Plaque
$1,500.00	Running Wiring
$4,500.00	Embeds: Structural Pipes
$7,500.00	UV Stable Automotive Paint
$5,500.00	LED Light Fixtures
$1,500.00	Controllers
$17,900.00	Concrete Work On Site (site prep, form up, and install concrete base feature)
$3,500.00	Lightning Protection
$30,350.00	Project Management, Insurance, & Site Visit
$6,500.00	Shipping & Pre-Installation Work
$1,500.00	Photography & Documentation of Artwork
$267,150.00	

Installation

$7,500.00	Equipment Rentals (10k lift & 35' boom)
$14,600.00	Four Man Crew
$4,250.00	Hotel & Food
$3,000.00	Delivery to Site
$3,500.00	Contingency & Incidentals
$32,850.00	

NOTE: This budget does not include ideas for future engagement and wayfinding.

APPLICATION FORM

OFFER

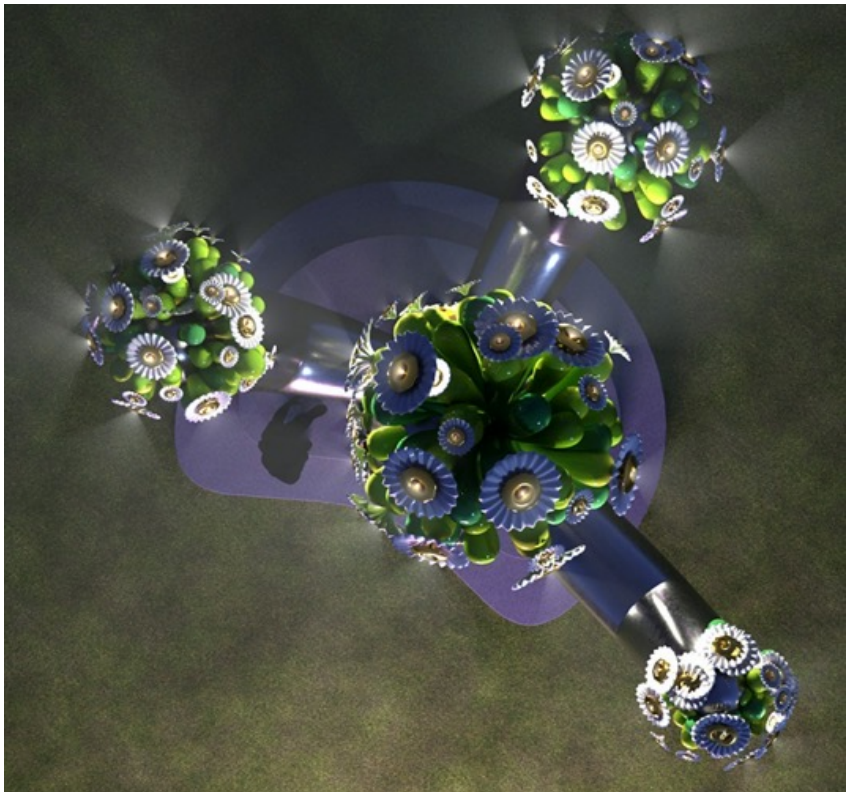
The undersigned hereby certifies on behalf of the named entity that:

- Reasonable diligence has been exercised in the preparation of this submission;
- All contents are true, accurate, and complete to the best of the signer's knowledge;
- The undersigned has the authority to make this Offer and to bind the entity named below; and
- No exceptions to the RFP are taken, unless noted within the Term & Conditions exception form.

The undersigned, on behalf of the entity named below, hereby offers to furnish materials and/or services as set forth in this Offer, in compliance with all terms, conditions, specifications in and amendments to the **Request for Proposal**. By making this offer, the entity will be contractually bound to provide these goods and services if the offer is accepted by the City.

Name:	Christy Coltrin / Brad Oldham	Telephone:	214-740-0600
Company Name:	Brad Oldham Sculpture	Fax:	N/A
Address:	1200 Ross Ave. #180	Authorized Signature for Offer	C. Coltrin
City, St. Zip:	Dallas, TX 75202	Title:	CEO / Artist
		email	christy@bradoldham.com

Aug 10, 2021



Aerial view in nighttime.



Bloom Where You're Planted

Thank you for your consideration!

Brad Oldham Christy Coltrin

SURPRISE
ARIZONA

Roadway Art Project

Surprise Arts & Cultural Advisory Commission
October 19, 2021

ROADWAY ART

REQUEST FOR QUALIFICATIONS (RFQ)

- Two-phased selection:
  - Phase 1 – Review and selection of Artists based on qualification criteria
  - Phase 2 – Review & selection of Shortlisted Artists' submission of a conceptual artistic proposal
- Sought a statement piece to aid in place-making and breathing life into the future entertainment district
- Selected art will serve as a welcoming entryway to the city, as well as an anchor for future development

ROADWAY ART

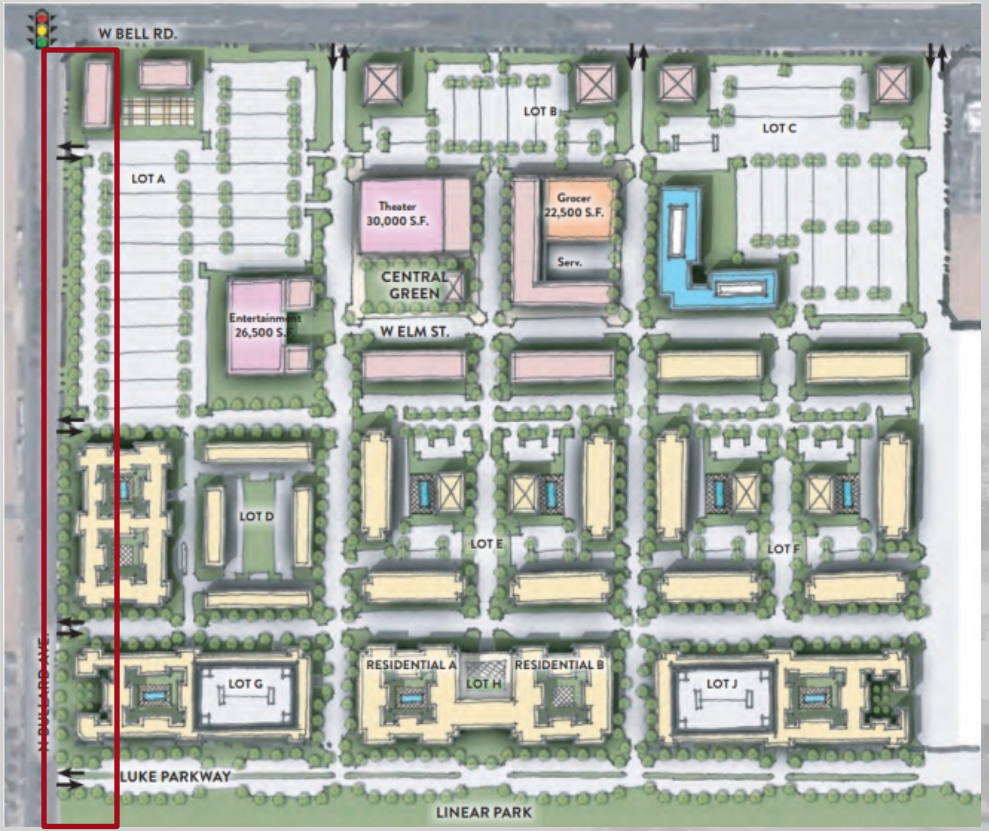
PROPOSAL SCOPE

- New, original signature art piece to aid in creating a sense of place for the future downtown Surprise
- Artists were asked to envision Bullard Avenue as the “main street” of Surprise
- The following directives were provided:
  - The art should stand out from what is typical of professional and recreational sports facilities
  - The selected piece is desired to be a design unique to the Phoenix metro area
  - Consider incorporating light, color, and/or motion into the piece
  - Artists must utilize timeless, durable quality, and low maintenance materials which can withstand extreme weather conditions experienced in the Phoenix metropolitan area
  - Vertical elements are highly desirable
  - Shade and/or kinetic elements are welcome
  - Consider the following terms: urban, walkable, community, family, interaction, strolling, gathering, young, progressive, future growth, forward momentum, multi-generational

Art Location



Art Location



About the Artist

- Brad Oldham Sculpture
- More than 20 years of design, fabricating, and installing public art sculptures
- Extensive experience with city zoning and municipal code
- Fabrication performed in-house
- Previous experience designing placemaking sculptures
- Developments have been designed around the artist's installations









Proposed Concept





Proposed Concept





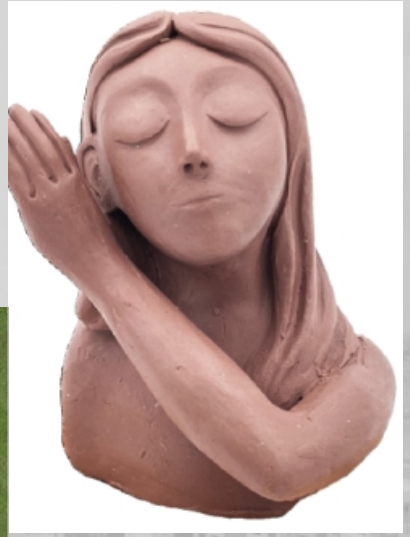
Proposal Details



- Bloom Where You're Planted
  - Be all that you can be
  - Make the best of a situation
  - Do what's right
  - Contribute to your community
  - Optimism
  - There are no limits to community building and "planting" good ideas for all to share in
- Saguaro cactus in its spring bloom
- Nod to the city's founder – Flora Mae Statler
- 18 feet tall
- Designed to sit atop a base

Proposal Details

- Materials
  - Cactus: mirror-polished 316L stainless steel
  - Flora: lost-wax cast bronze
  - Blooms: iridescent white and shimmering gold UV-stable automotive paints
  - Pods: three green UV-stable automotive paints
  - Interior structure: 304 stainless steel





Long-Term Maintenance

- Expected lifespan – until the artwork is physically removed
- Stainless steel material
  - Paint/graffiti applied can be removed by acetone
  - Scratches can be polished out
  - Dust can be cleaned by a water rinse or natural rainfall
- LED lights – replace every 5-7 years
- Paint – UV-stable epoxy automotive paints along with UV-stable clear coat
  - Flowers and buds can be unscrewed, refreshed, and reinstalled
- Artist will submit a Care and Keeping document

Safety Specifications

- Piece will undergo a building safety review by Community Development
- Heat concerns
  - Sculpture warmth will be similar to the ambient air temperature in Surprise
  - Artist has not had previous issues with heat and outdoor public art sculptures in Dallas, Greenville, or Charleston
  - Convex shape of the sculpture reduces the chances of any one area getting too hot
- Lightning protection will be installed by a licensed professional and will be part of the planning process
- The installation site will conform to all ADA requirements

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 2021 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the Preliminary Plat entitled, " Bonita Ranch" and dated July 01, 2021, an approximately 73.01 acre property generally located south of Jomax Road and west of 147th Avenue; Case FS20-823.

Motion:
I move to approve the Preliminary Plat entitled, "Bonita Ranch" subject to stipulations ‘a’ through ‘d’ as memorialized in the Staff Report.

Background:
Michael Park of Atwell, on behalf of Sun Belt Investments Limited Partnership et. al., seeks approval of a Preliminary Plat covering Rancho Mercado Parcels A23 and A24 (Rancho Mercado PAD), as well as Bonita Ranch Parcels A, B, and C (all zoned RM-6 PUD). The applicant seeks to subdivide the subject property into 208 lots and 15 tracts, to be developed in two (2) phases.

Objective Analysis:
The applicant seeks a Preliminary Plat across the subject property. The proposed development is compatible with the neighboring land uses and the amenities included will provide recreational opportunities for the neighborhood residents.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more.

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 - FS20-823 Bonita Ranch Preliminary Plat 10-19-21 CC Staff Report
2. 01 -FS20-823 Bonita Ranch Vicinity Map
3. 02 -FS20-823 Bonita Ranch Case Map
4. 03 - FS20-823 Bonita Ranch Preliminary Plat
5. 04 - FS20-823 Bonita Ranch Preliminary Landscape Plan1
6. 04 - FS20-823 Bonita Ranch Preliminary Landscape Plan(1)
7. FS20-823 Bonita Ranch Preliminary Plat CC 10-19-21

SURPRISE
ARIZONA

PRELIMINARY PLAT

REPORT TO CITY COUNCIL

Case:	**FS20-823**
Project Name:	Bonita Ranch – Preliminary Plat
Council District:	1 - Acacia
City Council Date:	**October 19, 2021**
Planner:	Robert H. Kuhfuss, AICP
Owner:	Sun Belt Land Investment Limited Partnership, et. al.
Applicant:	Atwell, LLC
Request:	Preliminary Plat for a 208-lot single-family residential subdivision in the Rancho Mercado PAD and RM-6 PUD zoning districts
Site Location:	Generally located south of Jomax Road and west of 147th Avenue
Site Size:	73.01 acres (approx.)
Gross Density:	2.85 DU/Ac.
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known

Findings:

- The proposed Preliminary Plat is consistent with the Rancho Mercado PAD and the RM-6 PUD (Bonita Ranch) zoning districts.
- The proposed Preliminary Plat is consistent with applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

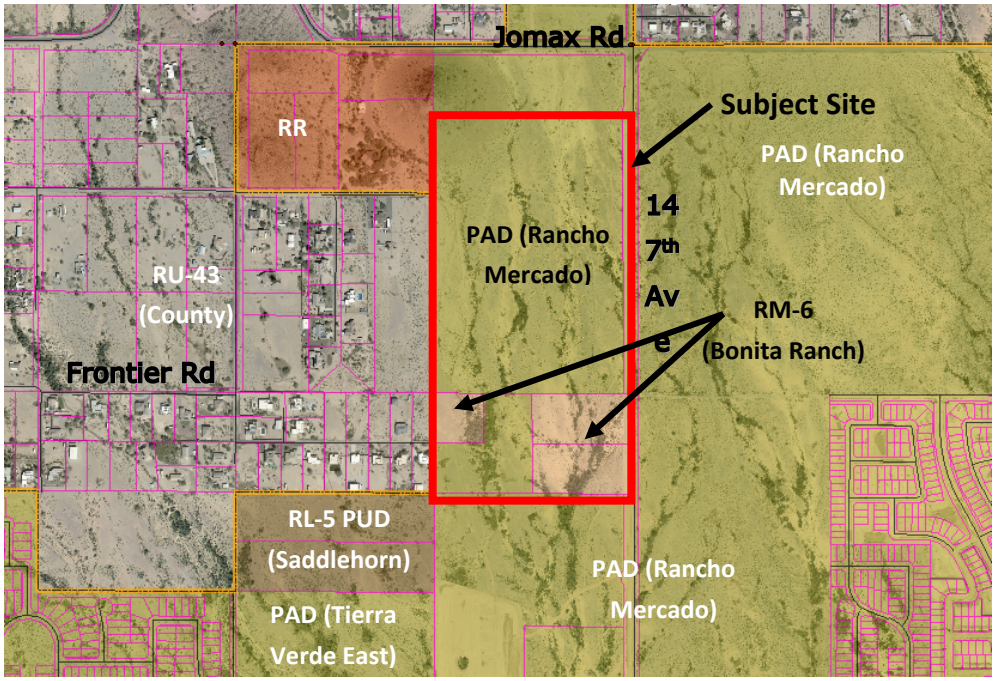
Commission Recommendation: The Planning and Zoning Commission recommends **approval** of case FS20-823 to the City Council, subject to stipulations 'a' through 'd.'

PROJECT DESCRIPTION:

Michael Park of Atwell, on behalf of Sun Belt Investments Limited Partnership et. al., seeks approval of a Preliminary Plat covering Rancho Mercado Parcels A23 and A24 (Rancho Mercado PAD), as well as Bonita Ranch Parcels A, B, and C (all zoned RM-6 PUD). The applicant seeks to subdivide the subject property into 208 lots and 15 tracts, to be developed in two (2) phases.

SURROUNDING LAND ZONING:

The following map depicts the existing zoning of the subject site and its surrounds:



BACKGROUND:

July 11, 2006: The Maricopa County Board of Supervisors approved a request for a Development Master Plan (DMP) and associated Zone Change for the Rancho Mercado project in what was then unincorporated Maricopa County.

October 11, 2007: The Surprise City Council approved the Rancho Mercado PAD under case PAD06-276, Ordinance #2007-46.

November 10, 2007: The City Council approved the annexation of the Rancho Mercado property under Ordinance # 2007-47.

December 8, 2010: Staff approved a Minor Amendment to the Rancho Mercado PAD under FS10-210.

August 15, 2017: The City Council approved the annexation of Bonita Ranch Parcel A under case FS17-107.

August 15, 2017: The City Council approved the rezoning of Bonita Ranch Parcel A under case FS17-108.

August 15, 2017: The City Council approved the rezoning of Bonita Ranch Parcels B and C under case FS17-109.

October 8, 2020: The applicant discussed the proposed development during a regularly scheduled Concept Review meeting under CR20-604.

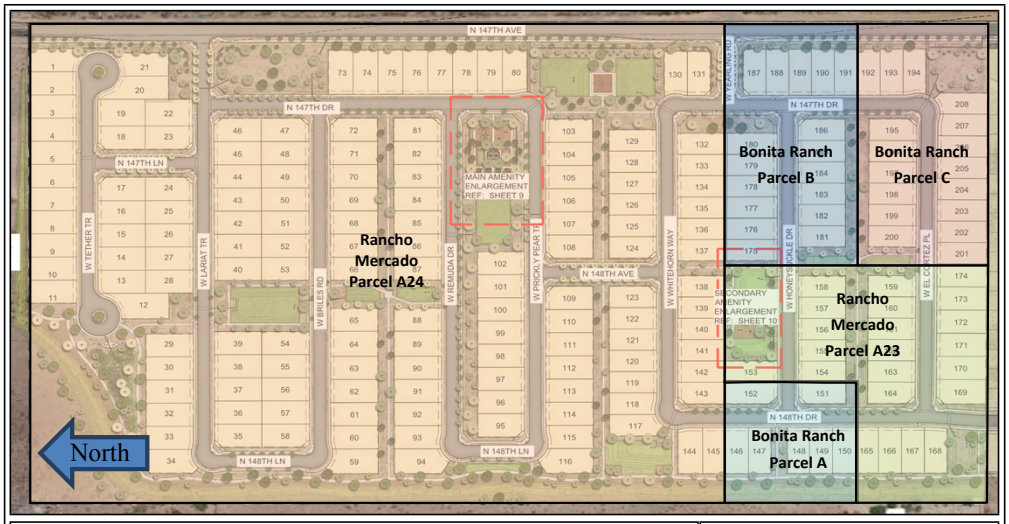
December 28, 2020: The applicant filed the subject request under FS20-823.

September 16, 2021: The Planning and Zoning Commission recommended approval of the proposed Preliminary Plat (FS20-823) subject to staff-recommended stipulations 'a' through 'd'.

ANALYSIS AND DISCUSSION:

The subject request includes two (2) parcels located within the Rancho Mercado PAD designated as single-family residential, as well as three (3) parcels that are zoned RM-6 PUD and are associated with Bonita Ranch. The proposed lots will be 58' in width and will range from 110' to 115' in depth. There are a total of 208 lots over approximately 73 acres for a density of 2.85 DU/Ac.

[Continued on following page]



RESIDENTIAL PARCEL DATA

ZONING	LOTS	LAND USE	LOT SIZES	GROSS ACRES	NET ACRES*	OPEN SPACE	NO. LOTS	NET DU/AC	% OPEN SPACE
RANCH MERCADO PAD	1-145 & 153-174	LDR	58'x110', 63'x115'	60.52 AC	58.28 AC	17.96 AC	167	2.87	30.8%
RM-6 PUD	146-152	LDR	58'x110'	2.49 AC	2.49 AC	0.81 AC	7	2.81	32.5%
RM-6 PUD	175-208	LDR	58'x110'	10.00 AC	9.17 AC	1.70 AC	34	3.71	18.7%
* GROSS AREA LESS ARTERIAL ROW			TOTAL	73.01 AC	69.94 AC	20.47 AC	208	2.97	29.3%

SITE DATA

CASE# CR20-604	
APN'S	SEE TABLE RIGHT
EXISTING ZONING	SEE TABLE BELOW
GROSS SITE AREA	73.01 AC
ARTERIAL ROAD R/W	3.07 AC
NET SITE AREA	69.94 AC
NUMBER OF LOTS	208
GROSS DENSITY	2.85 DU/AC

Phasing

The site will be developed in two (2) phases with the Rancho Mercado Parcel A24 comprising the second phase. Rancho Mercado Parcel A23, together with Bonita Ranch Parcels A, B, and C will comprise the first phase.

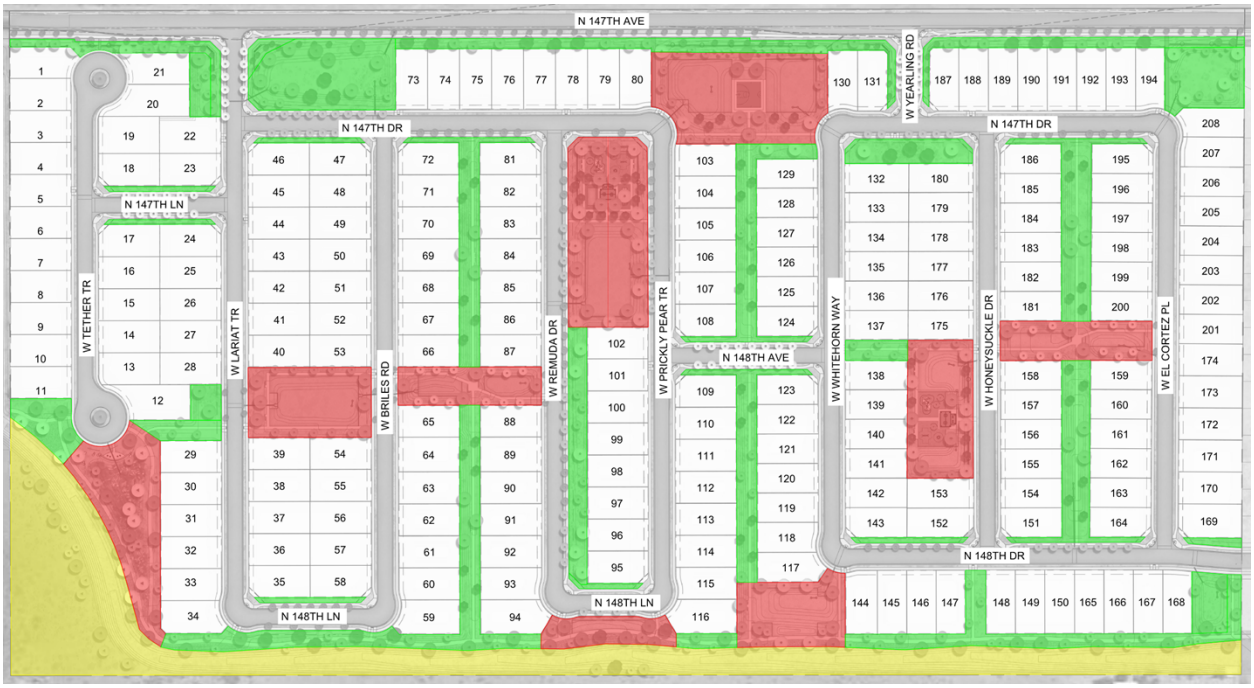
Access

Access to Phase 1 will be via 147th Avenue on the east and via 148th Drive on the south. 148th Drive actually extends northward from Rancho Mercado Parcel A22, the Final Plat of which is scheduled for City Council on September 7, 2021 under case FS20-664. 148th Drive will also extend northward into Phase 2, as will 147th Drive, while the northernmost portion of Phase 2 will also take access from 147th Avenue.

Comment [AL1]: I think this may need updated to reflect the outcome of the meeting?

Open Space

The Rancho Mercado PAD, as well as the RM-6 PUD zoning associated with Bonita Ranch, each requires no less than 15% open space. The applicant proposes between 18.7% and 32.5% open space, depending upon the parcel; however, overall, the applicant proposes 29.3%, consisting of 7.3 acres of Active open space, 8.4 acres of Passive open space, and 4.8 acres Natural open space as depicted on Sheet 16 of the attached Preliminary Landscape Plans and captured below.



	Active	7.23 AC
	Passive	8.45 AC
	Natural	4.79 AC
	Total	20.47 AC

Amenities

Within the aforementioned open space, the applicant proposes three (3) pocket parks, several turf play areas, a nature overlook and butterfly garden, two (2) trail plazas, eight (8) seating nodes and a trail system consisting of 6' internal concrete trail, 8' regional concrete trail and 8' DG trail.

Landscaping

The site will be well landscaped using a variety of drought-tolerant species appropriate for the desert. Areas that have been disturbed to accommodate drainage that are not being utilized for internal turf play areas will be revegetated using a Sonoran Desert wildflower and shrub seed mix.

Walls

Primary Theme Walls will consist of 6' high smooth-face CMU panels with a split-face cap, punctuated by stone-veneer columns. View walls will consist of 6' high smooth-face CMU panels and split-face columns topped with wrought iron. There will also be several segments of 4' high split rail fencing providing visual interest. The plan also calls for three (3) 8' tall entry monuments to be located along the 147th Avenue frontage. These entry monuments will be located within the Rancho Mercado parcels. Section 3.a of the Rancho Mercado PAD which will allow the height of the entry features to be evaluated on a case-by-case basis and approved administratively if deemed appropriate.

Utility and Services Table:

Water:	City of Surprise.
Wastewater:	City of Surprise
School District:	Dysart Unified

Conformance with Adopted Plans:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more.

Reviewing Agencies:

In addition to the standard city reviewing agencies, Maricopa County, Arizona Department of Transportation, Maricopa Water District, and Luke AFB were included in the routing of this request, who have indicated no objections to the request.

Summary:

The applicant seeks a Preliminary Plat across the subject property. The proposed development is compatible with the neighboring land uses and the amenities included will provide recreational opportunities for the neighborhood residents.

Findings:

- The proposed Preliminary Plat is consistent with the Rancho Mercado PAD and RM-6 PUD (Bonita Ranch) zoning districts.
- The proposed Preliminary Plat is consistent with applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Commission Recommendation:

Based on the findings noted above, the Planning and Zoning Commission moved to recommend approval of the subject Preliminary Plat to the City Council, subject to stipulations 'a' through 'd' as outlined below:

a. Development and use of the site shall be consistent with the Preliminary Plat entitled "Preliminary Plat for Bonita Ranch", prepared by Atwell and received July 29, 2021.

b. Landscaping of the site shall be consistent with the Preliminary Landscape Plan entitled "Bonita Ranch Preliminary Landscape Submittal", prepared by RVi Planning + Landscape Architecture and received July 29, 2021.

c. Prior to the City recording a final plat or approving a site plan or building permit within the property, the applicant shall provide the City with a Notice of Payment from William Lyon Homes, Inc., that the Happy Valley West ("HVW") Buy-in Fee, the Happy Valley East ("HVE") Buy-in Fee, the Sewer Buy-in Fee, and the Water Buy-in Fee, as applicable, all as described in the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement), as amended, have been paid.

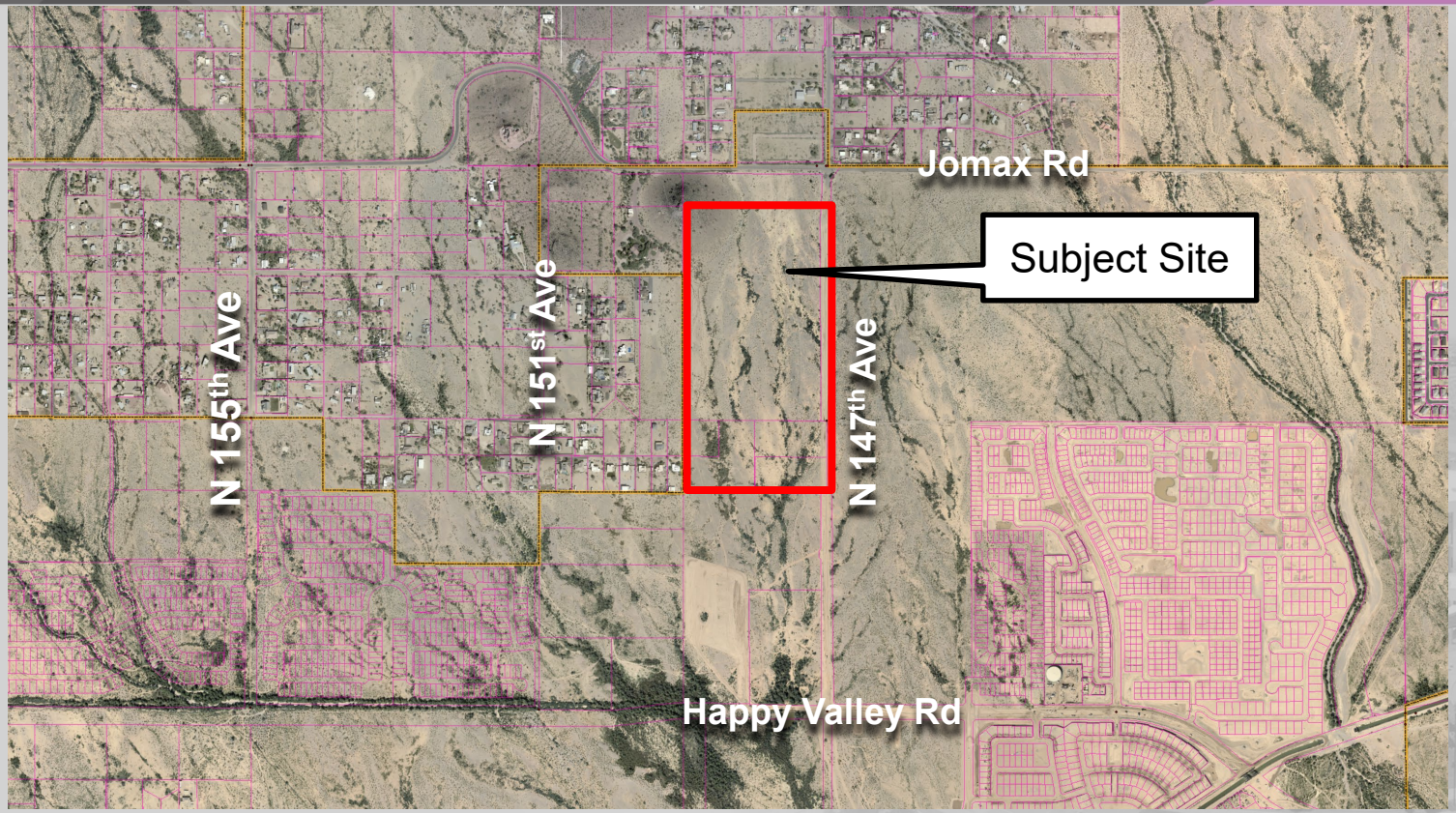
d. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

Attachments:

01 Vicinity Map
02 Case Map
03 Preliminary Plat
04 Preliminary Landscape Plan

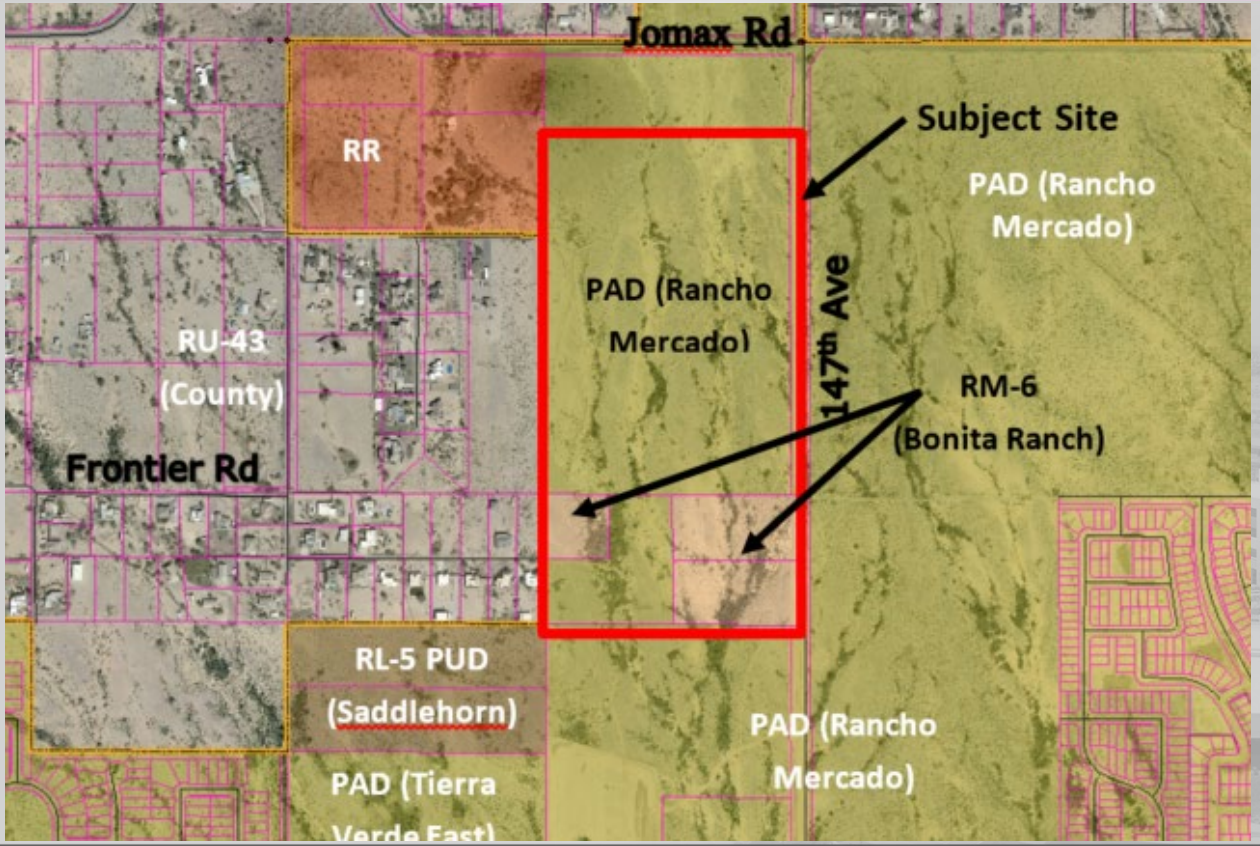
VICINITY MAP

FS20-823
Bonita Ranch PP



CASE MAP

FS20-823
Bonita Ranch PP



PRELIMINARY PLAT
FOR
BONITA RANCH

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

LEGAL DESCRIPTION

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

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3-1/2 INCH ALUMINUM CAP STAMPED LS 33307, 2011, ACCEPTED AS THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST FROM WHICH A FOUND 3-INCH ALUMINUM CAP STAMPED RLS 35832, 2003, ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS N00°07'05"W A DISTANCE OF 2645.63 FEET;

THENCE, ALONG THE EAST LINE OF SAID SECTION 5, N00°07'05"W A DISTANCE OF 1985.61 FEET;

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

THENCE, N89°41'23"W A DISTANCE OF 1255.82 FEET;

THENCE, N00°02'30"W A DISTANCE OF 660.01 FEET;

THENCE, N00°02'42"W A DISTANCE OF 1322.04 FEET;

THENCE, N00°03'42"W A DISTANCE OF 442.34 FEET;

THENCE, N89°53'06"E A DISTANCE OF 1252.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 16.32 FEET, WITH A RADIUS OF 2056.11 FEET AND THE RADIAL BEARING OF S89°39'37"E AND A CENTRAL ANGLE OF 00°27'17";

THENCE, S00°06'54"E A DISTANCE OF 1757.37 FEET;

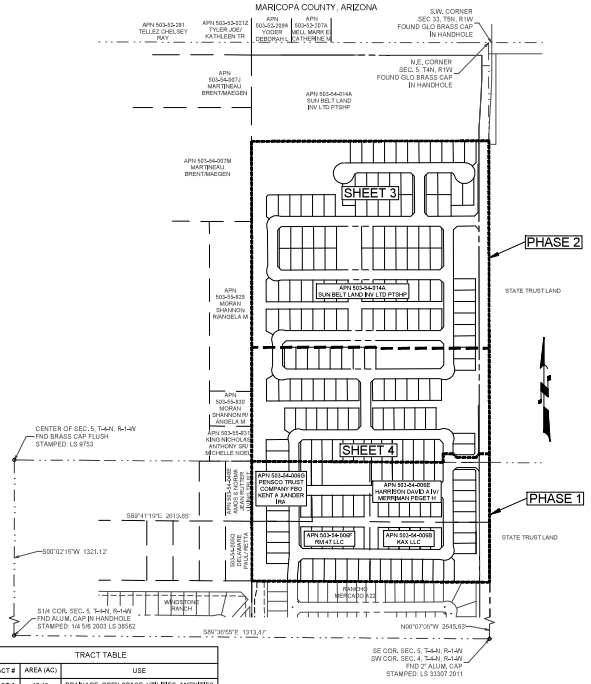
THENCE, S00°07'05"E A DISTANCE OF 660.02 FEET TO THE POINT OF BEGINNING.

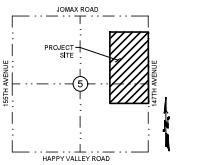
THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 3,046,661 SQUARE FEET OR 69.942 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

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

LOT TABLE		LOT TABLE		LOT TABLE		LOT TABLE		LOT TABLE	
LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)
LOT# 1	8,007.91	LOT# 48	7,560.00	LOT# 96	7,560.00	LOT# 144	7,810.58	LOT# 191	7,249.92
LOT# 2	7,560.00	LOT# 49	7,560.00	LOT# 97	7,560.00	LOT# 145	7,250.07	LOT# 192	7,249.92
LOT# 3	7,560.00	LOT# 50	7,560.00	LOT# 98	7,560.00	LOT# 146	7,250.06	LOT# 193	7,249.92
LOT# 4	7,560.00	LOT# 51	7,560.00	LOT# 99	7,560.00	LOT# 147	7,250.05	LOT# 194	7,093.56
LOT# 5	7,560.00	LOT# 52	7,560.00	LOT# 100	7,560.00	LOT# 148	7,250.02	LOT# 195	7,084.21
LOT# 6	7,560.00	LOT# 53	7,560.00	LOT# 101	7,560.00	LOT# 149	7,250.01	LOT# 196	6,960.00
LOT# 7	7,560.00	LOT# 54	7,560.00	LOT# 103	7,671.01	LOT# 150	7,324.85	LOT# 197	6,960.00
LOT# 8	7,560.00	LOT# 55	7,560.00	LOT# 104	7,560.00	LOT# 151	8,910.00	LOT# 198	6,960.00
LOT# 9	7,560.00	LOT# 56	7,560.00	LOT# 105	7,560.00	LOT# 152	7,531.85	LOT# 199	6,960.00
LOT# 10	7,560.00	LOT# 57	7,560.00	LOT# 106	7,560.00	LOT# 153	7,686.79	LOT# 200	6,960.00
LOT# 11	7,560.00	LOT# 58	7,510.00	LOT# 107	7,560.00	LOT# 154	6,960.00	LOT# 201	7,250.00
LOT# 12	9,422.09	LOT# 59	8,283.30	LOT# 108	7,630.00	LOT# 155	6,960.00	LOT# 202	7,250.00
LOT# 13	7,532.45	LOT# 60	7,524.99	LOT# 109	7,630.13	LOT# 156	6,960.00	LOT# 203	7,250.00
LOT# 14	7,560.00	LOT# 61	7,560.00	LOT# 110	7,560.13	LOT# 157	6,960.00	LOT# 204	7,250.00
LOT# 15	7,560.00	LOT# 62	7,560.00	LOT# 111	7,560.13	LOT# 158	6,960.00	LOT# 205	7,250.00
LOT# 16	7,560.00	LOT# 63	7,560.00	LOT# 112	7,560.13	LOT# 159	6,960.00	LOT# 206	7,250.00
LOT# 17	7,630.00	LOT# 64	8,160.00	LOT# 113	7,560.13	LOT# 160	6,960.00	LOT# 207	7,303.88
LOT# 18	7,630.00	LOT# 65	7,560.00	LOT# 114	7,560.13	LOT# 161	6,960.00	LOT# 208	7,296.64
LOT# 19	8,758.22	LOT# 66	7,560.00	LOT# 115	7,409.72	LOT# 162	6,960.00		
LOT# 20	9,199.44	LOT# 67	7,560.00	LOT# 116	8,771.64	LOT# 163	6,960.00		
LOT# 21	8,032.37	LOT# 68	7,560.00	LOT# 117	7,491.89	LOT# 164	6,964.01		
LOT# 22	8,760.00	LOT# 69	7,560.00	LOT# 118	6,937.60	LOT# 165	7,249.99		
LOT# 23	7,630.00	LOT# 70	7,560.00	LOT# 119	6,959.93	LOT# 166	7,249.98		
LOT# 24	7,630.00	LOT# 71	7,560.00	LOT# 120	6,959.93	LOT# 167	7,249.97		
LOT# 25	7,560.00	LOT# 72	7,630.00	LOT# 121	6,959.93	LOT# 168	7,182.02		
LOT# 26	7,560.00	LOT# 73	7,560.00	LOT# 122	6,959.93	LOT# 169	8,322.79		
LOT# 27	7,560.00	LOT# 74	7,560.00	LOT# 123	7,029.56	LOT# 170	7,875.00		
LOT# 28	7,560.00	LOT# 75	7,560.00	LOT# 124	7,030.00	LOT# 171	7,875.00		
LOT# 29	7,560.00	LOT# 76	7,560.00	LOT# 125	7,079.83	LOT# 172	7,875.00		
LOT# 30	7,560.00	LOT# 77	7,560.00	LOT# 126	6,960.00	LOT# 173	7,875.00		
LOT# 31	7,560.00	LOT# 78	7,560.00	LOT# 127	6,960.00	LOT# 174	7,875.00		
LOT# 32	7,560.00	LOT# 79	7,560.00	LOT# 128	6,960.00	LOT# 175	7,413.32		
LOT# 33	7,522.80	LOT# 80	7,579.63	LOT# 129	6,960.00	LOT# 176	7,388.19		
LOT# 34	7,835.77	LOT# 81	7,630.00	LOT# 130	6,930.95	LOT# 177	7,363.06		
LOT# 35	7,510.00	LOT# 82	7,560.00	LOT# 131	7,096.90	LOT# 178	7,337.93		
LOT# 36	7,560.00	LOT# 83	7,560.00	LOT# 132	7,271.26	LOT# 179	7,312.81		
LOT# 37	7,560.00	LOT# 84	7,560.00	LOT# 133	7,246.13	LOT# 180	7,287.68		
LOT# 38	7,560.00	LOT# 85	7,560.00	LOT# 134	7,221.00	LOT# 181	6,960.00		
LOT# 39	7,560.00	LOT# 86	7,560.00	LOT# 135	7,195.87	LOT# 182	6,960.00		
LOT# 40	7,560.00	LOT# 87	7,560.00	LOT# 136	7,170.75	LOT# 183	6,960.00		
LOT# 41	7,560.00	LOT# 88	7,560.00	LOT# 137	7,145.62	LOT# 184	6,960.00		
LOT# 42	7,560.00	LOT# 89	8,160.00	LOT# 138	7,103.16	LOT# 185	6,960.00		
LOT# 43	7,560.00	LOT# 90	7,560.00	LOT# 139	7,078.03	LOT# 186	7,030.00		
LOT# 44	7,560.00	LOT# 91	7,560.00	LOT# 140	7,052.91	LOT# 187	7,248.44		
LOT# 45	7,560.00	LOT# 92	7,560.00	LOT# 141	7,027.78	LOT# 188	7,249.92		
LOT# 46	7,630.00	LOT# 93	7,409.59	LOT# 142	7,002.65	LOT# 189	7,249.92		
LOT# 47	7,630.00	LOT# 94	8,771.50	LOT# 143	7,047.61	LOT# 190	7,249.92		

TRACT TABLE		
TRACT #	AREA (AC)	USE
TRACT A	10.49	DRAINAGE, OPEN SPACE, UTILITIES, AMENITIES
TRACT B	0.05	OPEN SPACE, UTILITIES
TRACT C	0.05	OPEN SPACE, UTILITIES
TRACT D	0.36	OPEN SPACE, UTILITIES
TRACT E	0.05	DRAINAGE, OPEN SPACE, UTILITIES
TRACT F	0.76	DRAINAGE, OPEN SPACE, UTILITIES, AMENITIES
TRACT G	0.05	OPEN SPACE, UTILITIES
TRACT H	3.28	DRAINAGE, OPEN SPACE, UTILITIES, AMENITIES
TRACT I	1.78	DRAINAGE, OPEN SPACE, UTILITIES, AMENITIES
TRACT J	0.05	OPEN SPACE, UTILITIES
TRACT K	0.92	DRAINAGE, OPEN SPACE, UTILITIES, AMENITIES
TRACT L	0.27	OPEN SPACE, UTILITIES
TRACT M	0.75	DRAINAGE, OPEN SPACE, UTILITIES, AMENITIES
TRACT N	1.56	DRAINAGE, OPEN SPACE, UTILITIES, AMENITIES
TRACT O	0.04	OPEN SPACE, UTILITIES
TOTAL	20.47	





VICINITY MAP
SEC. 5, T4N, R1W
G&SRB&M, MARICOPA COUNTY, ARIZONA
3" = 1 MILE

OWNER REPRESENTATIVE
KAX GROUP
9280 E. THOMPSON PEAK PKWY., UNIT# 227
SCOTTSDALE, ARIZONA 85259
CONTACT: KENT XANDER
PHONE: (602) 499-9205
KXANDER@KAXGROUP.COM

OWNER REPRESENTATIVE
RM47, LLC
18935 N. THOMPSON PEAK PKWY., SUITE 215
SCOTTSDALE, ARIZONA 85255
CONTACT: JOHN WITTROCK
JOHN@MARBELLACUSTOMHOMES.COM

ENGINEER
ATWELL
4700 E. SOUTHERN AVE.
MESA, ARIZONA 85206
PHONE: (480) 218-8831
CONTACT: MICHAEL J. PARK, PE
MIKEPARK@ATWELL-GROUP.COM

SHEET INDEX

DESCRIPTION	SHEET NO.
COVER SHEET	1
DETAIL SHEET	2
PRELIMINARY PLAT	3–4

BASIS OF BEARING
THE WEST–EAST MID–SECTION LINE OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN WHICH BEARS S89°40'48"E A DISTANCE OF 5255.54' THIS POSITION WAS DERIVED FROM THE ESTABLISHED NGS POINTS DV0080 & AJ3867. PROJECT THEN SCALED TO GROUND AT A COMBINED SCALE FACTOR OF 1.000137566895 AND VERIFIED AGAINST GDACS BOOK 834, PG 1, HORIZONTAL ERROR = (0,04') ANGLE ERROR = (00"00'01")

BENCHMARK
NATIONAL GEODETIC SURVEY PID DV0080, DESIGNATION Q 368 FOUND U.S. COAST AND GEODETIC SURVEY BRASS CAP STAMPED "1967 Q 368"
NAVD 88 ELEVATION = 1392.53
(CITY OF SURPRISE BENCHMARK #53 ELEVATION = 1392.52)

FLOODPLAIN DESIGNATION
BONITA RANCH IS LOCATED ON FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM (NFIP), FLOOD INSURANCE RATE MAP (FIRM) NO. 04013C1210L, REVISED OCTOBER 16, 2013. THE PROPERTY IS LOCATED IN FLOOD HAZARD ZONE "X". THIS HAZARD ZONE IS DEFINED AS FOLLOWS:

ZONE X:

"ZONE X IS DEFINED AS AREAS OUTSIDE THE 100-YEAR FLOODPLAIN, AREAS OF 100-YEAR SHEET FLOW FLOODING WHERE AVERAGE DEPTHS ARE LESS THAN ONE FOOT, AREAS OF 100-YEAR STREAM FLOODING WHERE THE CONTRIBUTING DRAINAGE AREAS ARE LESS THAN ONE SQUARE MILE, OR AREAS PROTECTED FROM THE 100-YEAR FLOOD BY LEVEES. NO BASE FLOOD ELEVATIONS OR DEPTHS ARE SHOWN WITHIN THIS ZONE."

SITE DATA

CASE# CR20-604	
APN'S	SEE TABLE RIGHT
EXISTING ZONING	SEE TABLE BELOW
GROSS SITE AREA	73.01 AC
ARTERIAL ROAD R/W	3.07 AC
NET SITE AREA	69.94 AC
NUMBER OF LOTS	208
GROSS DENSITY	2.85 DU/AC

PHASE DATA
PHASE 1 = 63 LOTS
PHASE 2 = 145 LOTS

ASSESSOR PARCEL NO'S

503-54-014A (PORTION OF)	53.15 ACRES
503-54-006B	5.00 ACRES
503-54-006E	5.00 ACRES
503-54-006F	7.37 ACRES
503-54-006G	2.49 ACRES
GROSS AREA	73.01 ACRES

SITE AREA

N 147TH AVENUE ROW	3.07 ACRES
INTERIOR ROAD ROW	13.82 ACRES
TRACT AREA	20.58 ACRES
LOT AREA	39.54 ACRES
TOTAL AREA	73.01 ACRES

RESIDENTIAL PARCEL DATA

ZONING	LOTS	LAND USE	LOT SIZES	GROSS ACRES	NET ACRES*	OPEN SPACE	NO. LOTS	NET DU/AC	% OPEN SPACE
RANCH MERCADO PAD	1-145 & 153-174	LDR	58'x110', 63'x115'	60.52 AC	55.28 AC	17.96 AC	167	2.87	30.8%
RM47 PUD	146-152	LDR	58'x110'	2.49 AC	2.49 AC	0.81 AC	7	2.81	32.5%
RM-6 PUD	175-208	LDR	58'x110'	10.00 AC	9.17 AC	1.70 AC	34	3.71	18.7%
			TOTAL	73.01 AC	69.94 AC	20.47 AC	208	2.97	28.3%

* GROSS AREA LESS ARTERIAL ROW

UTILITY PROVIDERS

SEWER	CITY OF SURPRISE
WATER	CITY OF SURPRISE
FIRE	CITY OF SURPRISE
ELECTRIC	ARIZONA PUBLIC SERVICE (APS)
NATURAL GAS	SW GAS
TELEPHONE	CENTURYLINK
TELEPHONE	COX COMMUNICATIONS
CABLE	COX COMMUNICATIONS
REFUSE COLLECTION	CITY OF SURPRISE

LEGEND

CL	8"S — SEWER LINE
R/W	SEWER MANHOLE
PUE	SEWER FLOW DIRECTION
MATCH LINE	EXIST. SEWER LINE
PHASE BOUNDARY	EXIST. SEWER MANHOLE
10.0 — CONTOUR LINE	8"W — WATER LINE
HW=10.0 — HIGH WATER CONTOUR	WATER VALVE
1405 — EXISTING CONTOUR MINOR	FIRE HYDRANT
1404 — EXISTING CONTOUR MAJOR	EX. 8" W — EXIST. WATER LINE
PARCEL BOUNDARY	DRAINAGE FLOW ARROW
GRADE BREAK	5 — LOT NUMBER
GRADE CHANGE	
SIDEWALK	

THE USE OF THIS PLAN IS RESTRICTED TO THE CONSTRUCTION OF THE SITE IMPROVEMENTS SHOWN HEREON AND ANY OTHER USE OF THESE PLANS IS EXPRESSLY PROHIBITED. REPRODUCTION, SALE, DISTRIBUTION OR USE OF THESE PLANS WITHOUT THE EXPRESS WRITTEN CONSENT OF ATWELL, LLC IS STRICTLY PROHIBITED.

NOTICE:
CONTRACTOR IS TO NOTIFY BLUE STAKE, INC. AT 602-263-1100 AT LEAST TWO WORKING DAYS BEFORE COMMENCING WORK AND SHALL BE RESPONSIBLE FOR ANY DAMAGE DONE TO ANY UNDERGROUND FACILITIES WHETHER OR NOT SHOWN ON THESE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES.

NOTICE:
CONTRACTOR IS TO NOTIFY BLUE STAKE, INC. AT 602-263-1100 AT LEAST TWO WORKING DAYS BEFORE COMMENCING WORK AND SHALL BE RESPONSIBLE FOR ANY DAMAGE DONE TO ANY UNDERGROUND FACILITIES WHETHER OR NOT SHOWN ON THESE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF PERSONS AND PROPERTY IN THE VICINITY OF THE WORK. CONTRACTOR SHALL EXERCISE REASONABLE PRECAUTIONS TO AVOID DAMAGE TO UNDERGROUND UTILITIES.

ATWELL
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

COVER SHEET
PRELIMINARY PLAT
PROJECT: BONITA RANCH
CITY OF SURPRISE, ARIZONA

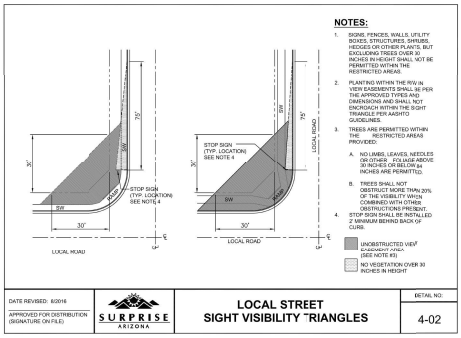
Know what's below. Call before you dig. 811

REVISIONS:
5/24/21 - REVISED PER 2ND REVIEW
7/01/21 - REVISED PER 3RD REVIEW



BY: M. PARK
DR: S. STAMAN
JOB NO. 17002903
FILE NO. 19000033-01-CS01
CS01
SHEET NO. 1 OF 4

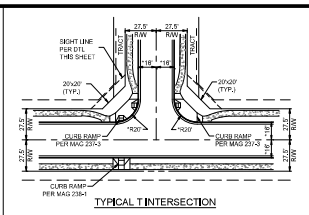
FS20-823



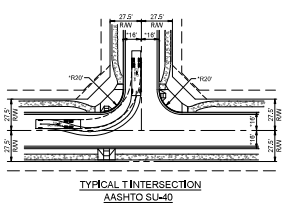
DATE REVISED: 6/2016
APPROVED FOR DISTRIBUTION (SIGNATURE ON FILE)
SURPRISE ARIZONA

LOCAL STREET
SIGHT VISIBILITY TRIANGLES

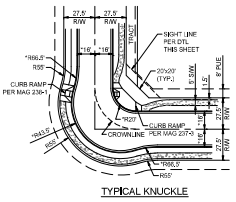
DETAIL NO: 4-02



TYPICAL T INTERSECTION



TYPICAL T INTERSECTION
AASHTO SU-40



TYPICAL KNUCKLE

ABBREVIATIONS

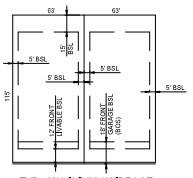
B/C	BACK OF CURB
B/L	BIKE LANE
BCHH	BRASS CAP HAND HOLE
BSL	BUILDING SETBACK LINE
C/L	CENTERLINE
CR	CURB RETURN
EP	EDGE OF PAVEMENT
ESMT	EASEMENT
EX	EXISTING
F/C	FACE OF CURB
P/L	PROPERTY LINE
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
S/W	SIDEWALK

LINE TYPES

LOT LINE
EXISTING PARCEL LINE
PUE
RIGHT OF WAY
ROAD CENTERLINE
SECTION LINE
BSL
SIGHT VISIBILITY LINE

GENERAL NOTES:

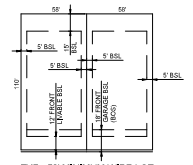
1. REFER TO EDS STANDARD DETAIL 4-01 FOR SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL AND COLLECTOR STREET INTERSECTIONS.
2. LATERAL SEWERS SERVING LESS THAN THIRTY (30) HOUSES WILL HAVE A MINIMUM SLOPE OF 0.76 PERCENT. WHERE LATERAL SEWERS SERVE LESS THAN TEN (10) HOUSES, THE MINIMUM SLOPE WILL BE NOT LESS THAN ONE (1) PERCENT.
3. DIMENSIONS AT THE BACK OF CURB, REFER TO EDS CURRENT STANDARD DETAIL 3-15 FOR CORNER RADII DEDICATIONS.



TYP. 63' MINIMUM WIDE LOT
AND SETBACKS DETAIL (116 LOTS)
SCALE: N.T.S.

63's DEVELOPMENT STANDARDS

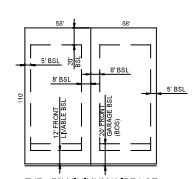
RANCHO MERCADO PAD – LOTS 1-116	RANCHO MERCADO PAD PARCEL A24 DEVELOPMENT STANDARDS (5)(6)(7)	
MINIMUM LOT AREA (PER UNIT)	7,000 S.F.	
MINIMUM LOT WIDTH	63'	
MINIMUM LOT DEPTH	115'	
BUILDING SETBACK – FRONT (LIVABLE OR SIDE ENTRY GARAGE)	12'	(1)(2)
BUILDING SETBACK – FRONT (GARAGE)	18' BOS	(1)(2)(3)
BUILDING SETBACK – SIDE	5'/8'	(1)(2)
BUILDING SETBACK – SIDE (STREET SIDE /CORNER LOT)	8'	(1)(2)(4)
BUILDING SETBACK – REAR	15'	(1)(2)
BUILDING SETBACK – REAR ADJACENT TO ARTERIAL	20'	(1)(2)(4)
MINIMUM DISTANCE BETWEEN BUILDINGS	10'	(1)(2)
MAXIMUM BUILDING HEIGHT	30'	



TYP. 58' MINIMUM WIDE LOT
AND SETBACKS DETAIL (51 LOTS)
SCALE: N.T.S.

58's DEVELOPMENT STANDARDS

RANCHO MERCADO PAD – LOTS 117-145 AND 153-174	RANCHO MERCADO PAD PARCEL A23 AND PARCEL A24 DEVELOPMENT STANDARDS (5)(6)(7)	
MINIMUM LOT AREA (PER UNIT)	6,300 S.F.	
MINIMUM LOT WIDTH	58'	
MINIMUM LOT DEPTH	110'	
BUILDING SETBACK – FRONT (LIVABLE OR SIDE ENTRY GARAGE)	12'	(1)(2)
BUILDING SETBACK – FRONT (GARAGE)	18' BOS	(1)(2)(3)
BUILDING SETBACK – SIDE	5'/8'	(1)(2)
BUILDING SETBACK – SIDE (STREET SIDE /CORNER LOT)	8'	(1)(2)(4)
BUILDING SETBACK – REAR	15'	(1)(2)
BUILDING SETBACK – REAR ADJACENT TO ARTERIAL	20'	(1)(2)(4)
MINIMUM DISTANCE BETWEEN BUILDINGS	10'	(1)(2)
MAXIMUM BUILDING HEIGHT	30'	

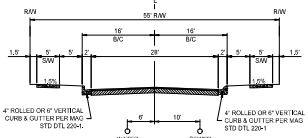


TYP. 58' MINIMUM WIDE LOT
AND SETBACKS DETAIL (41 LOTS)
SCALE: N.T.S.

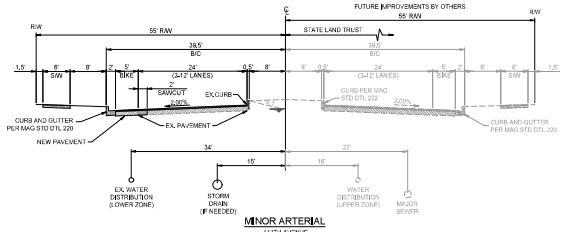
58's DEVELOPMENT STANDARDS

BONITA RANCH RM-4 PUD – LOTS 146-152 AND 175-208	BONITA RANCH PARCEL A RM-4 PUD DEVELOPMENT STANDARDS (2)(5)(7)	
MINIMUM LOT AREA (PER UNIT)	6,300 S.F.	
MINIMUM LOT WIDTH	58'	
MINIMUM LOT AREA PER DWELLING UNIT	6,000 S.F.	(4)(8)
MINIMUM LOT DEPTH	110'	(3)
BUILDING SETBACK – FRONT (LIVEABLE)	12'	(12)
BUILDING SETBACK – FRONT (GARAGE)	20'	(1) (7) (12)
BUILDING SETBACK – SIDE	5'/8'	
BUILDING SETBACK – SIDE (AGGREGATE)	13'	
BUILDING SETBACK – SIDE (STREET SIDE /CORNER LOT)	10'	(11)
BUILDING SETBACK – REAR	15'	
MAXIMUM BUILDING HEIGHT	30'	(9)
MINIMUM WIDTH OF DRIVEWAY AS % OF LOT WIDTH	35%	(6)
MINIMUM WIDTH OF DRIVEWAY AS % OF FRONT YARD AREA	35%	(10)

(1) FIREPLACE, POP-OUTS, BAY WINDOWS, EAVES, OVERHANGS, PATIO COVERS AND/OR OTHER APPENDAGES MAY ENCROACH 2.5' INTO THE FRONT AND SIDE SETBACKS AND 10' INTO THE REAR SETBACKS, SO LONG AS THEY DO NOT ENCROACH CLOSER TO 3 FEET FROM THE A SIDE YARD OR CLOSER THAN 10 FEET FROM A REAR YARD.
(2) BUILDING SETBACKS APPLY EQUALLY TO ONE AND TWO STORY PRODUCT.
(3) BOS = BACK OF SIDEWALK.
(4) IF A LANDSCAPE TRACT OF AT LEAST 10' IN WIDTH IS PROVIDED ON AN ARTERIAL STREET ADJACENT TO A REAR YARD, OR A LANDSCAPE TRACT OF AT LEAST 8' IN WIDTH IS PROVIDED ADJACENT TO A SIDE YARD, THEN THE STANDARD REAR AND SIDE SETBACKS APPLY. FOR SIDE YARDS, THE WIDER OF THE TWO SIDE YARDS (WHERE APPLICABLE) SHALL BE LOCATED ON THE STREET SIDE.
(5) PURSUANT TO CITY APPLICATION OF SINGLE FAMILY RESIDENTIAL DESIGN GUIDELINES, LOT COVERAGE IS NOT SPECIFICALLY REGULATED EXCEPT THAT MAXIMUM LOT COVERAGE FOR THIS PAD IS ESTABLISHED BY THE BUILDING ENVELOPE CREATED BY THE APPLICATION OF THE REQUIRED SETBACK AND ALLOWABLE PROJECTIONS.
(6) ALL NON-RESIDENTIAL DEVELOPMENT WITHIN LDR LAND USE DISTRICT (SUCH AS CHURCHES, RECREATION CENTER, ETC.) SHALL COMPLY WITH THE DEVELOPMENT STANDARDS IN TABLE 5 (COMMERCIAL DISTRICT) WITH THE EXCEPTION OF BUILDING HEIGHT, WHICH SHALL COMPLY WITH THE RESIDENTIAL DISTRICT BUILDING HEIGHT OF 30'.
(7) A MAXIMUM OF 1/3 OF THE LOTS WITHIN ANY SUBDIVISION MAY BE LESS THEN THE MINIMUM STANDARDS BY AS MUCH AS 10% TO ACCOMMODATE FOR IRREGULAR SHAPED LOTS.
(1) GARAGE FRONT SETBACKS MAYBE LESS THAN LIVABLE AS SIDED-LOADED GARAGE ONLY, THE REDUCED FRONT SETBACK ALSO APPLIES TO LIVABLE AREA, EXTENDED FRONT PORCHES AND WALLED COURTYARDS, OTHERWISE, THE GARAGE FRONT SETBACK WILL BE A MINIMUM OF 20' BACK-OF-WALK.
(2) FIREPLACE, POP-OUTS, BAY WINDOWS, EAVES, OVERHANGS, PORCHES/PATIOS, 2ND STORY CANTILEVERS, AND/OR OTHER APPENDAGES MAY ENCROACH 2.5' INTO THE FRONT, SIDE, AND REAR YARD SETBACKS, SO LONG AS THEY ARE NOT LESS THAN 2' FROM THE PROPERTY LINE.
(3) NO MINIMUM SITE DEPTH REQUIRED.
(4) BUILDING LOT COVERAGE IS ESTABLISHED BY THE BUILDING ENVELOPES CREATED BY THE REQUIRED SETBACKS AND ALLOWABLE PROJECTIONS AS DEFINED IN 58'S DEVELOPMENT STANDARDS AND FOOTNOTES.
(5) BUILDING SETBACKS APPLY EQUALLY TO ONE AND TWO STORY PRODUCT.
(6) INCREASED FROM 30% TO 35% (THIS WILL ALLOW FOR 20' WIDE DRIVEWAYS).
(7) THE FRONT GARAGE SETBACK MEANS BACK-OF-WALK TO FACE OF GARAGE DOOR ONLY IF THE GARAGE IS LOCATED IN THE FRONT YARD.
(8) SITE AVERAGE AREA IS DEFINED AS FOLLOWS: GROSS SITE AREA MINUS RIGHT-OF-WAY DIVIDED BY TOTAL NUMBER OF LOTS.
(9) A LOT THAT BACKS UP TO A SIDE YARD OF AN ADJACENT LOT, WITHIN THE SUBDIVISION, SHALL BE LIMITED TO SINGLE STORY, FURTHER, ANY LOTS LOCATED WITHIN 190 FEET OF THE WESTERN BOUNDARY OF BONITA RANCH PARCEL A SHALL BE LIMITED TO SINGLE-STORY PER STIPULATION '5' OF CASE FS17-108.
(10) INCREASED FROM 30% TO 35% (THIS WILL ALLOW FOR 28' WIDE DRIVEWAYS GARAGE DOORS ON 58' WIDE LOTS).
(11) IF A LANDSCAPE TRACT OF AT LEAST 10' IN WIDTH IS PROVIDED ON AN ARTERIAL STREET ADJACENT TO A REAR YARD, OR A LANDSCAPE TRACT OF AT LEAST 8' IN WIDTH IS PROVIDED ADJACENT TO A SIDE YARD, THEN THE STANDARD REAR AND SIDE SETBACKS APPLY, FOR SIDE YARDS, THE WIDER OF THE TWO SIDE YARDS (WHERE APPLICABLE) SHALL BE LOCATED ON THE STREET SIDE.
(12) FRONT SETBACKS MEASURED FROM BACK-OF-WALK.



Ⓐ LOCAL STREET
LOOKING NORTH OR EAST
N.T.S.



MINOR ARTERIAL
147TH AVENUE
LOOKING NORTH
SCALE N.T.S.

ATWELL
602.952.8580 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8531

DETAIL SHEET
PRELIMINARY PLAT
PROJECT: BONITA RANCH
CITY OF SURPRISE, ARIZONA

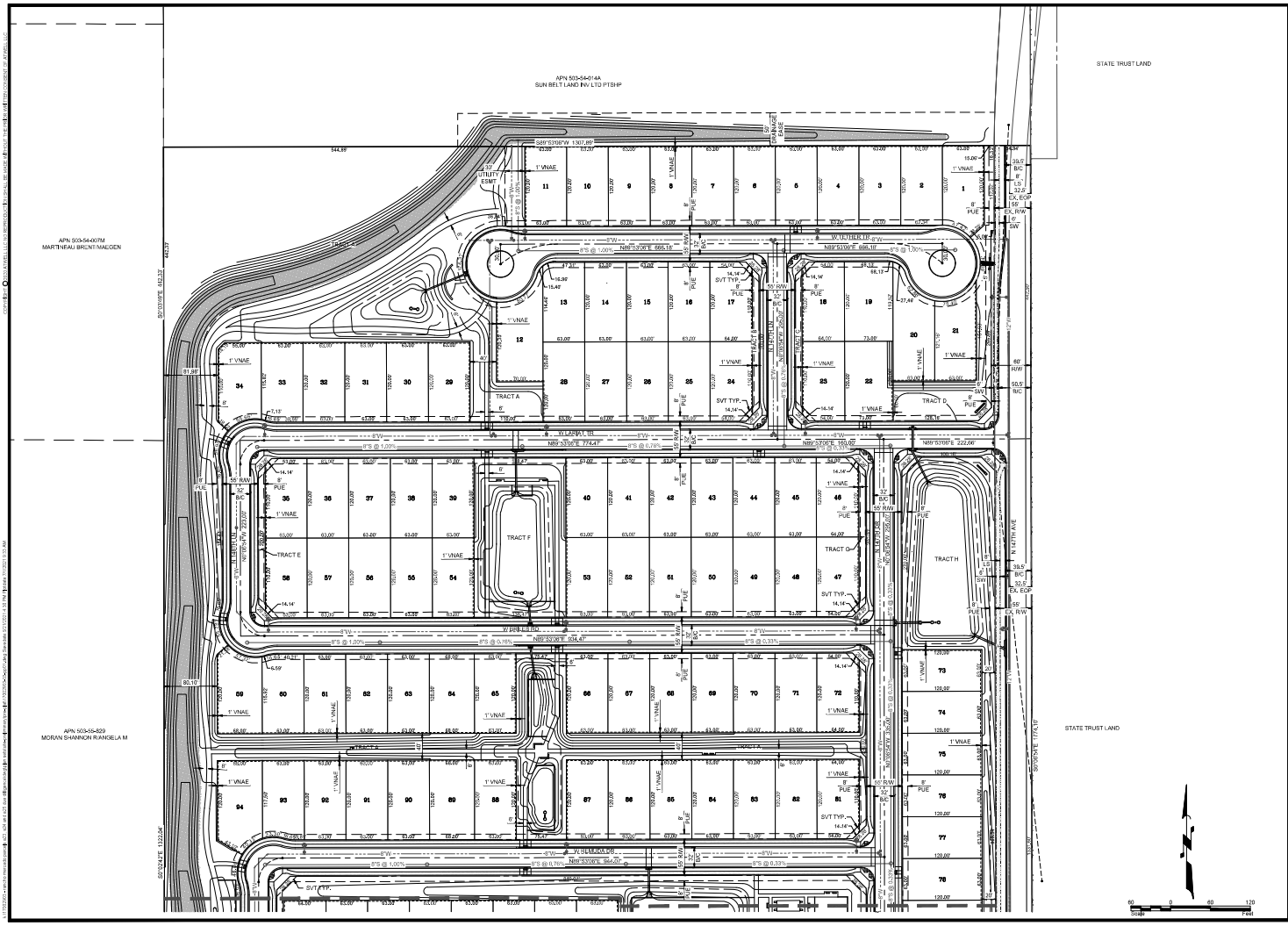
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REVISIONS:
5/24/21 - REVISED PER 2ND REVIEW
7/01/21 - REVISED PER 3RD REVIEW

64061 MICHAEL J. PARK REGISTERED PROFESSIONAL ENGINEER

PM: M. PARK
DR: S. STAMAN
JOB NO. 17002903
FILE NO. 17002903-03-DT01
DT01
SHEET NO. 2 OF 4

FS20-823



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ATWELL
(602) 957-4500 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.4631

PRELIMINARY PLAT

PRELIMINARY PLAT
PROJECT:
BONITA RANCH
CITY OF SURPRISE, ARIZONA

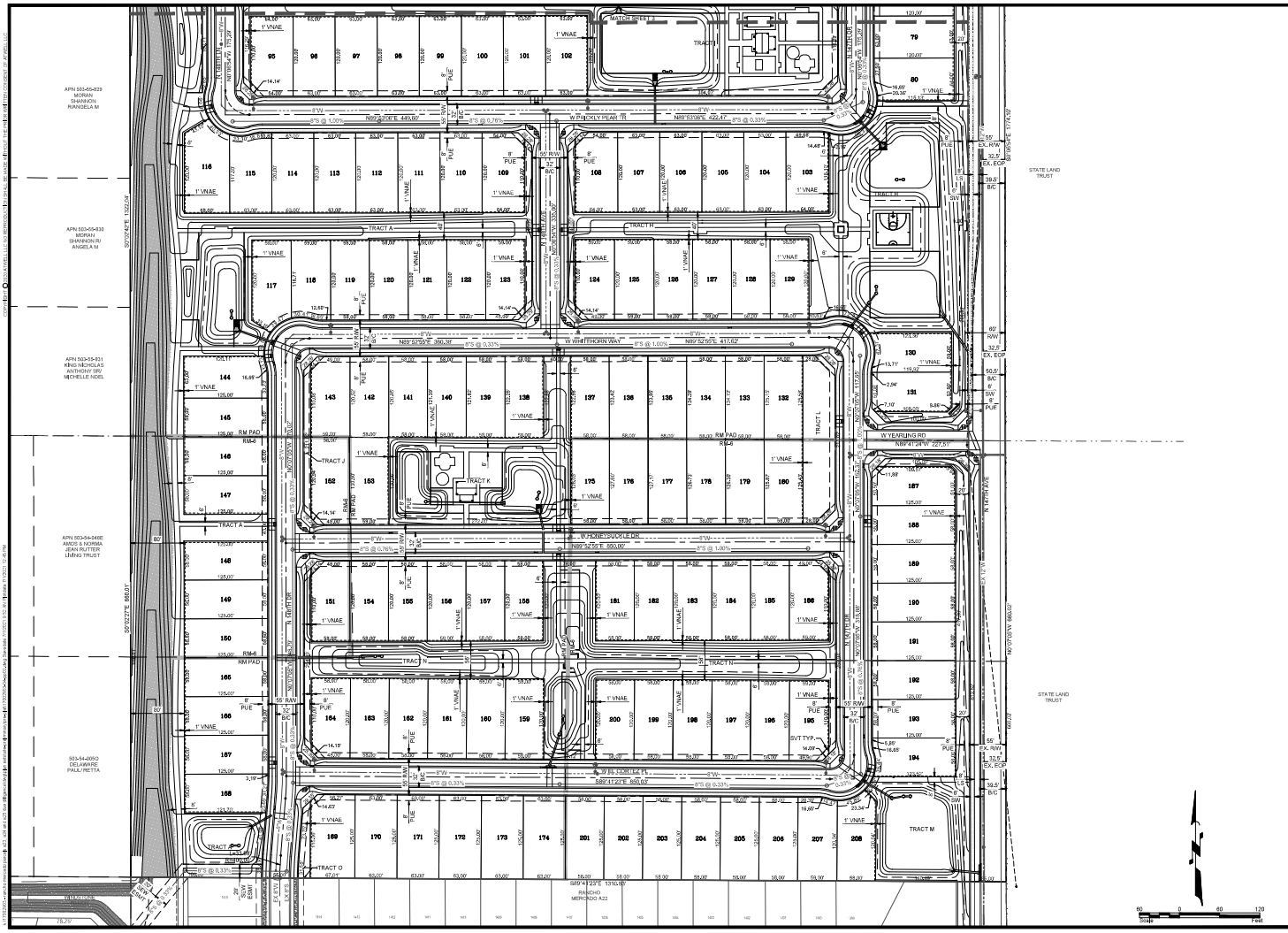
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REVISIONS:
5/24/21 - REVISED PER 2ND REVIEW
7/01/21 - REVISED PER 3RD REVIEW

BASIL MOHAD J. PARK
EXPIRES 12/31/2021

P.M. M. PARK
DR. S. STAMAN
JOB NO. 17002903
FILE NO. 17002903-03-PP01
PP01
SHEET NO. 3 OF 4

FS20-823



ATWELL
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
480.218.8500

PRELIMINARY PLAT

PRELIMINARY PLAT
PROJECT:
BONITA RANCH
CITY OF SURPRISE, ARIZONA

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REVISIONS:
5/24/21 - REVISED PER 2ND REVIEW
7/01/21 - REVISED PER 3RD REVIEW

EASLEY MICHAEL J. PARK
EXPIRES 12/31/2022

FM: M. PARK
DR: S. STAMAN
JOB NO. 17002903
FILE NO. 190000304-PP02
PP02
SHEET NO. 4 OF 4

FS20-823

BONITA RANCH

PRELIMINARY LANDSCAPE SUBMITTAL

SURPRISE, ARIZONA

CONTACT INFO

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KAX GROUP
10973 N. 138th Way
Scottsdale, Arizona 85259
602.499.9305
Contact: Kent Xander

LANDSCAPE ARCHITECT
RVi PLANNING + LANDSCAPE ARCHITECTURE
120 S. Ash Avenue
Tempe, Arizona 85281
480.994.0994
Contact: Shawn Byron, PLA

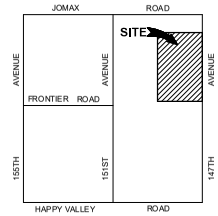
CIVIL ENGINEER
ATWELL
4700 E. Southern Avenue
Mesa, Arizona 85206
480.218.8831
Contact: Mike Park, P.E.

SUBMITTAL HISTORY

DATE	DESCRIPTION / COMMENTS
12/22/2020	1ST PRELIMINARY PLAT
03/22/2021	2ND PRELIMINARY PLAT
05/25/2021	3RD PRELIMINARY PLAT
06/30/2021	4TH PRELIMINARY PLAT



VICINITY MAP



SITE DATA

PROJECT SIZE: 73.01 ACRES (3,180,315 sq. ft)
PROPOSED LOTS: 208 total Lots
PROPOSED DENSITY: 2.85 DU/AC
PROPOSED OPEN SPACE: 20.47 ACRES (903,434 sq. ft)
PERCENT OPEN SPACE: 29.3%
PROPOSED TURF AREA: 2.01 ACRES (87,577 sq. ft)
PROPOSED PERCENT TURF: 9.8%
AREA OF NON-TURF LANDSCAPE: 18.46 ACRES (804,117 sq. ft)
TURF PEAK SEASON DEMAND (GPD): 20,814 GPD
NON-TURF PEAK SEASON DEMAND (GPD): 53,412 GPD
ANNUAL TOTAL DEMAND (GALLONS): 16,295,592 GALLONS

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BONITA RANCH • **MASTER PLAN**

- SURPRISE, ARIZONA
- 06/30/2021
- 20001710
- KAX GROUP

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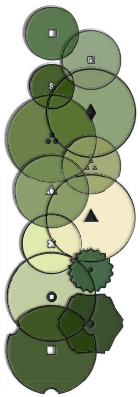
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LANDSCAPE MATERIAL SCHEDULE



OVERALL LANDSCAPE PALETTE

ITEM	SIZE
Acacia anseura MULGA	24" BOX
Acacia salicina WILLOW ACACIA	24" BOX
Acacia willardiana PALO BLANCO	24" BOX
Fraxinus velutina 'Rio Grande' FAN-TEX ASH	24" BOX
Parkinsonia florida BLUE PALO VERDE	24" BOX
Parkinsonia microphylla FOOTHILLS PALO VERDE	24" BOX
Prosopis velutina VELVET MESQUITE	24" BOX
Prosopis x 'AZT' AZT THORNLESS MESQUITE	24" BOX
Quercus virginiana LIVE OAK	24" BOX
Sophora secundiflora TEXAS MOUNTAIN LAUREL	24" BOX
Ulmus parvifolia EVERGREEN ELM	24" BOX
Vitex agnus-castus CHASTE TREE	24" BOX
Chitalpa x tashkentensis `Pink Dawn` PINK DAWN CHITALPA	24" BOX

DESERT SHRUB PALETTE

ITEM	SIZE
Agave spp. AGAVE	5 GAL.
Aloe spp. ALOE	5 GAL.
Ambrosia deltoidea BURSAGE	5 GAL.
Asclepias subulata DESERT MILKWEED	5 GAL.
Baccharis x 'Starn Thompson' DWARF COYOTE BUSH	5 GAL.
Bouteloua spp. GRAMA GRASS	5 GAL.
Calliandra spp. FAIRY DUSTER	5 GAL.
Caesalpinia spp. BIRD OF PARADISE	5 GAL.
Carnegia gigantea SAGUARO	SPEAR
Cordia parvifolia LITTLE LEAF CORDIA	5 GAL.
Dalea spp. DALEA	5 GAL.
Dasylirion spp. DESERT SPOON	5 GAL.
Dodonaea viscosa HOPBUSH	5 GAL.
Encelia farinosa BRITTLEBUSH	1 GAL.
Eremophila ssp. EMU BUSH	5 GAL.
Ericameria laricifolia 'Aguire™ TURPENTINE BUSH	5 GAL.
Esclepias subulata DESERT MILKWEED	5 GAL.
Euphorbia spp. GOPHER PLANT	5 GAL.
Ferocactus spp. BARRELL CACTUS	
Fouquieria splendens OCOTILLO	10' HT.
Hesperaloe spp. RED YUCCA	3 GAL.
Justicia californica CHUPAROSA	5 GAL.
Larrea tridentata CREOSOTE	5 GAL.
Leucophyllum spp. SAGE	5 GAL.
Muhlenbergia spp. MUHLY GRASS	5 GAL.
Nolina spp. BEAR GRASS	5 GAL.
Opuntia spp. PRICKLY PEAR	5 GAL.
Simmondsia chinensis JOJOBA	5 GAL.
Sphaeralcea ambigua GLOBEMALLOW	5 GAL.
Tecoma spp. YELLOW BELLS	5 GAL.
Yucca spp. YUCCA	5 GAL.

GROUNDCOVERS

ITEM	SIZE
Acacia spp. ACACIA	1 GAL.
Dalea spp. TRAILING INDIGO BUSH	1 GAL.
Eremophila spp. EMU BUSH	1 GAL.
Lantana spp. LANTANA	1 GAL.
Verbena spp. VERBENA	1 GAL.



STREET TREE PALETTE

ITEM	SIZE
Acacia aneura MULGA	24" BOX
Acacia salicina WILLOW ACACIA	24" BOX
Acacia willardiana PALO BLANCO	24" BOX
Quercus virginiana LIVE OAK	24" BOX
Sophora secundiflora TEXAS MOUNTAIN LAUREL	24" BOX

STREET SHRUB PALETTE

ITEM	SIZE
Aloe spp. ALOE	5 GAL.
Calliandra spp. FAIRY DUSTER	5 GAL.
Dalea spp. DALEA	5 GAL.
Eremophila ssp. EMU BUSH	5 GAL.
Euphorbia spp. GOPHER PLANT	5 GAL.
Hesperaloe spp. RED YUCCA	3 GAL.
Justicia californica CHUPAROSA	5 GAL.
Muhlenbergia spp. MUHLY GRASS	5 GAL.

GROUNDCOVERS

ITEM	SIZE
Acacia spp. ACACIA	1 GAL.
Dalea spp. TRAILING INDIGO BUSH	1 GAL.
Eremophila spp. EMU BUSH	1 GAL.
Lantana spp. LANTANA	1 GAL.
Verbena spp. VERBENA	1 GAL.

SONORAN DESERT WILDFLOWER MIX

BOTANICAL NAME	COMMON NAME	LBS/AC.	BOTANICAL NAME	COMMON NAME	LBS/AC.
ABRONIA VILLOSA	DESERT SAND VERBENA	0.5	LESQUERELLA GORDONII	GORDON'S BLADDERPOD	0.5
BAILEYA MULTIRADIATA	DESERT MARIGOLD	1.0	LUPINUS SUCCULENTUS	ARROYO LUPINE	2.0
CASSIA COVESII	DESERT SENNA	1.0	PENSTEMON EATONII	FIRECRACKER PENSTEMON	0.5
ENCELIA FARINOSA	BRITTLEBUSH	0.5	PENSTEMON PARRYI	PARRY'S PENSTEMON	0.5
ERICAMERIA LARICIFOLIA	TURPENTINE BUSH	0.5	PERITYLE EMORYI	EMORY'S ROCKDAISY	0.5
ESCHOLTZIA MEXICANA	MEXICAN POPPY	1.0	PHACELIA CAMPANULARIA	DESERT BLUEBELL	0.5
GAILLARDIA SP.	BLANKET FLOWER	1.0	SPHAERALCEA AMBIGUA	GLOBEMALLOW	1.0

NOTE:

SEED MIX SHALL BE PURE LIVE SEED. HYDRO MULCH SHALL BE GRADE A FIBER (NO PAPER) CONSISTING OF A SPECIALLY PREPARED VIRGIN WOOD FIBER PROCESSED TO CONTAIN NO GROWTH OR GERMINATION INHIBITING FACTORS. FURTHER, THE MULCH SHALL BE MANUFACTURED AND PROCESSED SO THE WOOD CELLULOSE FIBERS WILL REMAIN IN UNIFORM SUSPENSION IN WATER UNDER AGITATION AND WILL BLEND WITH SEED, 16-20-0 FERTILIZER (250 LBS./AC.), TACKIFIER (60 LBS./AC.), AND OTHER ADDITIVES TO FORM A HOMOGENOUS SLURRY. THE PROPOSED MULCH MATERIAL SHALL HAVE CHARACTERISTICS TO FORM A BLOTTER-LIKE GROUND COVER UPON APPLICATION, WITH MOISTURE AND PERCOLATION PROPERTIES AND THE ABILITY TO COVER AND HOLD SEED IN CONTACT WITH THE SOIL. HYDRO MULCH SHALL BE APPLIED AT 1,500 LBS./AC.

HYDROSEED SHRUB MIX SCHEDULE

BOTANICAL NAME	COMMON NAME	LBS/AC.	BOTANICAL NAME	COMMON NAME	LBS/AC.
ACACIA CONSTRICTA	WHITETHORN ACACIA	1.5	LARREA TRIDENTATA	CREOSOTE	4.0
ACACIA GREGGII	CATCLAW ACACIA	3.0	LUPINUS SPARSIFLORUS	DESERT LUPINE	2.0
AMBROSIA DELTOIDEA	BURSAGE	4.0	LYCIUM EXSERTUM	THORNBUSH	0.25
ARISTIDA PURPUREA	PURPLE THREE-AWN	1.0	PARKINSONIA FLORIDUM	BLUE PALO VERDE	3.0
ATRIPLEX CANESCENS	FOURWING SALTBUSH	1.0	PARKINSONIA MICROPHYLLUM	FOOTHILL PALO VERDE	3.0
BAILEYA MULTIRADIATA	DESERT MARIGOLD	1.0	OLNEYA TESOTA	IRONWOOD	2.0
BOUTELOUA ARISTIDOIDES	DROPSEED GRAMA GRASS	1.0	PENSTEMON PARRYI	PARRY'S PENSTEMON	0.5
CASSIA COVESII	DESERT SENNA	1.0	PHACELIA CAMPANULARIA	DESERT BLUEBELL	0.5
ENCELIA FARINOSA	BRITTLEBUSH	0.5	PROSOPIS VELUTINA	VELVET MESQUITE	1.0
ERICAMERIA LARICIFOLIA	TURPENTINE BUSH	0.5	PLANTAGO INSULARIS	INDIAN WHEAT	5.0
ERIOGONUM FASICULATUM	FLAT-TOP BUCKWHEAT	0.5	SPHAERALCEA AMBIGUA	GLOBEMALLOW	1.0
ESCHOLTZIA MEXICANA	MEXICAN POPPY	1.0	VIGUIERA DELTOIDEA	GOLDENEYE	0.25

NOTE:

SEED MIX SHALL BE PURE LIVE SEED. HYDRO MULCH SHALL BE GRADE A FIBER (NO PAPER) CONSISTING OF A SPECIALLY PREPARED VIRGIN WOOD FIBER PROCESSED TO CONTAIN NO GROWTH OR GERMINATION INHIBITING FACTORS. FURTHER, THE MULCH SHALL BE MANUFACTURED AND PROCESSED SO THE WOOD CELLULOSE FIBERS WILL REMAIN IN UNIFORM SUSPENSION IN WATER UNDER AGITATION AND WILL BLEND WITH SEED, 16-20-0 FERTILIZER (250 LBS./AC.), TACKIFIER (60 LBS./AC.), AND OTHER ADDITIVES TO FORM A HOMOGENOUS SLURRY. THE PROPOSED MULCH MATERIAL SHALL HAVE CHARACTERISTICS TO FORM A BLOTTER-LIKE GROUND COVER UPON APPLICATION, WITH MOISTURE AND PERCOLATION PROPERTIES AND THE ABILITY TO COVER AND HOLD SEED IN CONTACT WITH THE SOIL. HYDRO MULCH SHALL BE APPLIED AT 1,500 LBS./AC.

L:\20001710\BONITA RANCH - LSA\20001710-LANDSCAPED-DDD-SHEETSCOVER.dwg

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Aerial Photography Date

RVI PLANNING + LANDSCAPE ARCHITECTURE
Ash Avenue
, Arizona 85281
O 994.0994
rvilanning.com

BONITA RANCH • **PLANT PALETTE**

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24
GOU / BRITTANY / DEST
REGISTERED LANDSCAPE ARCHITECT

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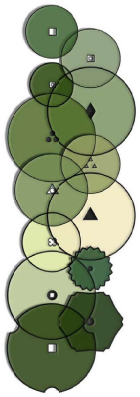
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LANDSCAPE NOTES

1. SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND COLLECTORS WILL ADHERE TO SURPRISE DETAIL 4-01. SIGHT VISIBILITY WITH THE UNOBSTRUCTED VIEW EASEMENT AREA AND IN FRONT OF STOP SIGNS MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND 4-02.
2. TREES, SHRUBS AND OTHER LANDSCAPING ARE PERMITTED WITHIN THE SIGHT VISIBILITY TRIANGLE PROVIDED LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ARE KEPT BELOW 30 INCHES OR ABOVE 84 INCHES, PER SURPRISE EDS DETAIL 4-01.
3. DEEP ROOT BARRIERS SHALL BE INSTALLED FOR ALL TREES BETWEEN THE SIDEWALK AND CURB AND FOLLOW CITY OF SURPRISE DETAIL EDS 8-14.
4. OPEN SPACE LIGHTING AND ELECTRICAL SHALL BE PROVIDED AT FINAL PLAT AND BE CONSISTENT WITH ALL CITY OF SURPRISE CODES AND ORDINANCES.
5. DOG WASTE STATIONS WILL BE PROVIDED ADJACENT TO TURF AREAS THROUGHOUT THE PROJECT AT THE TIME OF FINAL PLAT.
6. FINAL RETAINING WALL LOCATIONS SHALL BE PROVIDED AT FINAL PLAT AND SHALL MEET ALL CITY OF SURPRISE CODES AND ORDINANCES. HEIGHTS OF RETAINING WALLS SHALL NOT EXCEED 2FT IN HEIGHT.
7. FINAL PLANTING DESIGN FOR 147TH AVE SHALL MEET ALL REQUIREMENTS FOR THE CITY OF SURPRISE AND SHOULD RELATE TO THE EXISTING DESIGN WITHIN THE RANCHO MERCADO COMMUNITY.



LANDSCAPE MATERIAL SCHEDULE



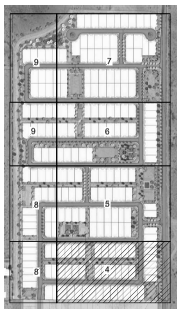
OVERALL LANDSCAPE PALETTE

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Vitex agnus-castus CHASTE TREE	24" BOX
Chitalpa x tashkentensis 'Pink Dawn' PINK DAWN CHITALPA	24" BOX

LANDSCAPE KEYNOTES

1. ENTRY MONUMENT
2. THEME WALL
3. PARTIAL VIEW WALL
4. CONCRETE HEADER
5. DECORATIVE COLUMN
6. DETENTION AREA
7. OPEN TURF
8. SEATING AREA
9. RAMADA
10. LANDSCAPE CONCRETE SIDEWALK
11. HALF BASKETBALL COURT
12. PRECAST CONCRETE RAIL FENCE
13. PLAYGROUND
14. TABLE TENNIS
15. BUTTERFLY GARDEN
16. DRAINAGE CHANNEL
17. VIEWING PLATFORM
18. DOOLEY WALL
19. SEATWALL
20. CORNHOLE COURTS
21. MAILBOX
22. DG TRAIL

KEY MAP



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Ash Avenue
, Arizona 85281
O 894.0894
rvilanning.com

BONITA RANCH • **LANDSCAPE PLAN**

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24
RICHARD BRITTAIN SCHLEIER LANDSCAPE ARCHITECT CERTIFICATE NO. 60011 BRITTANY GEIST
Date Signed 06/30/21

0 20' 40' 80'
SCALE: 1" = 40'-0"

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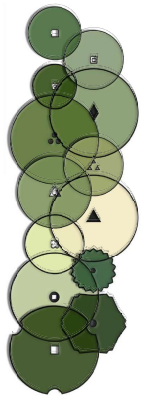
MATCHLINE G, SEE SHEET 6



MATCHLINE B, SEE SHEET 8

MATCHLINE E, SEE SHEET 4

LANDSCAPE MATERIAL SCHEDULE



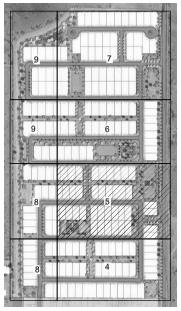
OVERALL LANDSCAPE PALETTE

ITEM	SIZE
Acacia aneura MULGA	24" BOX
Acacia salicina WILLOW ACACIA	24" BOX
Acacia willardiana PALO BLANCO	24" BOX
Fraxinus velutina 'Rio Grande' FAN-TEX ASH	24" BOX
Parkinsonia florida BLUE PALO VERDE	24" BOX
Parkinsonia microphylla FOOTHILLS PALO VERDE	24" BOX
Prosopis velutina VELVET MESQUITE	24" BOX
Prosopis x 'AZT' AZT THORNLESS MESQUITE	24" BOX
Quercus virginiana LIVE OAK	24" BOX
Sophora secundiflora TEXAS MOUNTAIN LAUREL	24" BOX
Ulmus parvifolia EVERGREEN ELM	24" BOX
Vitex agnus-castus CHASTE TREE	24" BOX
Chitalpa x tashkentensis 'Pink Dawn' PINK DAWN CHITALPA	24" BOX

LANDSCAPE KEYNOTES

1. ENTRY MONUMENT
2. THEME WALL
3. PARTIAL VIEW WALL
4. CONCRETE HEADER
5. DECORATIVE COLUMN
6. DETENTION AREA
7. OPEN TURF
8. SEATING AREA
9. RAMADA
10. LANDSCAPE CONCRETE SIDEWALK
11. HALF BASKETBALL COURT
12. PRECAST CONCRETE RAIL FENCE
13. PLAYGROUND
14. TABLE TENNIS
15. BUTTERFLY GARDEN
16. DRAINAGE CHANNEL
17. VIEWING PLATFORM
18. DOOLEY WALL
19. SEATWALL
20. CORNHOLE COURTS
21. MAILBOX
22. DG TRAIL

KEY MAP



LANDSCAPE NOTES

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7. FINAL PLANTING DESIGN FOR 147TH AVE SHALL MEET ALL REQUIREMENTS FOR THE CITY OF SURPRISE AND SHOULD RELATE TO THE EXISTING DESIGN WITHIN THE RANCHO MERCADO COMMUNITY.

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Aerial Photography Date

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rvilanning.com

BONITA RANCH • LANDSCAPE PLAN

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24
60DI / BRITTANY GEIST

0 20' 40' 80'
SCALE: 1" = 40'-0"

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FS20-823 3RD SUBMITTAL

LANDSCAPE NOTES

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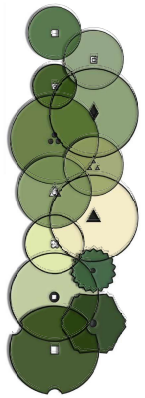
MATCHLINE I, SEE SHEET 7



MATCHLINE C, SEE SHEET 9

MATCHLINE G, SEE SHEET 5

LANDSCAPE MATERIAL SCHEDULE



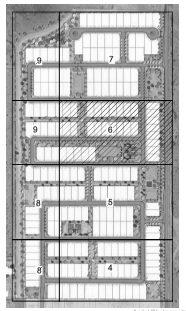
OVERALL LANDSCAPE PALETTE

ITEM	SIZE
Acacia aneura MULGA	24" BOX
Acacia salicina WILLOW ACACIA	24" BOX
Acacia willardiana PALO BLANCO	24" BOX
Fraxinus velutina 'Rio Grande' FAN-TEX ASH	24" BOX
Parkinsonia florida BLUE PALO VERDE	24" BOX
Parkinsonia microphylla FOOTHILLS PALO VERDE	24" BOX
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Vitex agnus-castus CHASTE TREE	24" BOX
Chitalpa x tashkentensis 'Pink Dawn' PINK DAWN CHITALPA	24" BOX

LANDSCAPE KEYNOTES

1. ENTRY MONUMENT
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17. VIEWING PLATFORM
18. DOOLEY WALL
19. SEATWALL
20. CORNHOLE COURTS
21. MAILBOX
22. DG TRAIL

KEY MAP



Aerial Photography Date

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Ash Avenue
, Arizona 85281
O 894.0894
rvlplanning.com

BONITA RANCH • LANDSCAPE PLAN

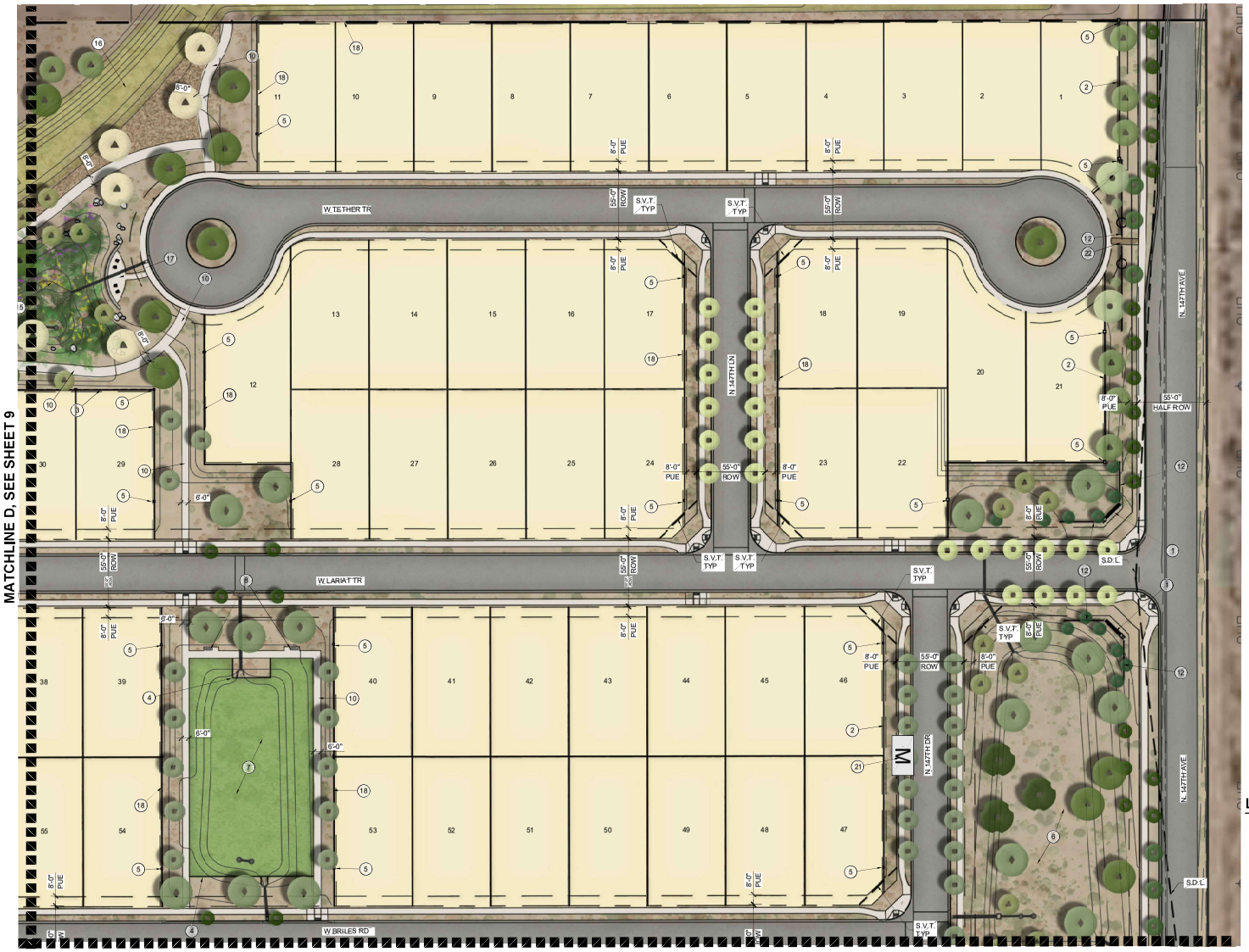
SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24
RICHARD VILLAFRANCA
6601 / BRITTANY CEST
CERTIFIED LANDSCAPE ARCHITECT

0 20' 40' 80'
SCALE: 1" = 40'-0"

For illustrative purposes only. Subject to change without notice.

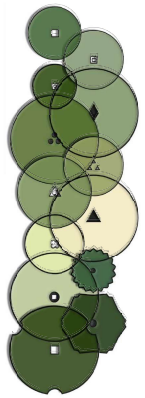
FS20-823 3RD SUBMITTAL



MATCHLINE D, SEE SHEET 9

MATCHLINE I, SEE SHEET 6

LANDSCAPE MATERIAL SCHEDULE

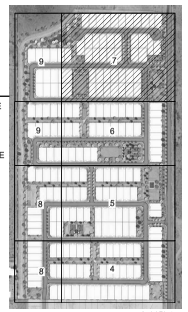


OVERALL LANDSCAPE PALETTE ITEM	SIZE
Acacia aneura MULGA	24" BOX
Acacia salicina WILLOW ACACIA	24" BOX
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LANDSCAPE KEYNOTES

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KEY MAP



LANDSCAPE NOTES

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Aerial Photography Date

RVI PLANNING + LANDSCAPE ARCHITECTURE
Ash Avenue
, Arizona 85281
O 994.0994
rvilanning.com

BONITA RANCH • LANDSCAPE PLAN

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24
RICHARD LANDSCAPE ARCHITECT
6601 / BRITTANY GEIST

0 20' 40' 80'
SCALE: 1" = 40'-0"

For illustrative purposes only. Subject to change without notice.

FS20-823 3RD SUBMITTAL

L:\20001710-BONITA RANCH - LSR-20001710-LANDSCAPE\PLOTS\LANDSCAPE PLANS_L1.01-L1.06.dwg

MATCHLINE F, SEE RIGHT BELOW



MATCHLINE A, SEE SHEET 4

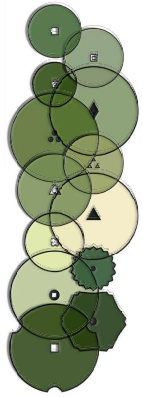
MATCHLINE H, SEE SHEET 9



MATCHLINE B, SEE SHEET 5

MATCHLINE F, SEE ABOVE LEFT

LANDSCAPE MATERIAL SCHEDULE



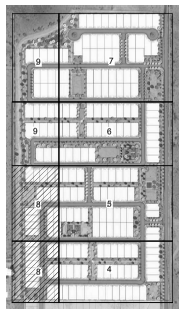
OVERALL LANDSCAPE PALETTE

ITEM	SIZE
Acacia aneura MULGA	24" BOX
Acacia salicina WILLOW ACACIA	24" BOX
Acacia willardiana PALO BLANCO	24" BOX
Fraxinus velutina 'Rio Grande' FAN-TEX ASH	24" BOX
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Chitalpa x tashkentensis 'Pink Dawn' PINK DAWN CHITALPA	24" BOX

LANDSCAPE KEYNOTES

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13. PLAYGROUND
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15. BUTTERFLY GARDEN
16. DRAINAGE CHANNEL
17. VIEWING PLATFORM
18. DOOLEY WALL
19. SEATWALL
20. CORNHOLE COURTS
21. MAILBOX
22. DG TRAIL

KEY MAP



LANDSCAPE NOTES

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Aerial Photography Date

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BONITA RANCH • LANDSCAPE PLAN

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24

SCALE: 1" = 40'-0"

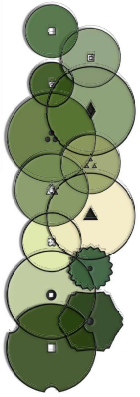
For illustrative purposes only. Subject to change without notice.

FS20-823 3RD SUBMITTAL





LANDSCAPE MATERIAL SCHEDULE



OVERALL LANDSCAPE PALETTE ITEM	SIZE
Acacia aneura MULGA	24" BOX
Acacia salicina WILLOW ACACIA	24" BOX
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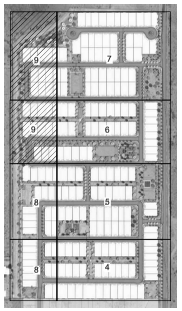
LANDSCAPE KEYNOTES

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KEY MAP



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Aerial Photography Date

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, Arizona 85281
O 994.0994
rviplanning.com

BONITA RANCH • LANDSCAPE PLAN

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24
60DU / BRITTANY GEIST

0 20' 40' 80'
SCALE: 1" = 40'-0"

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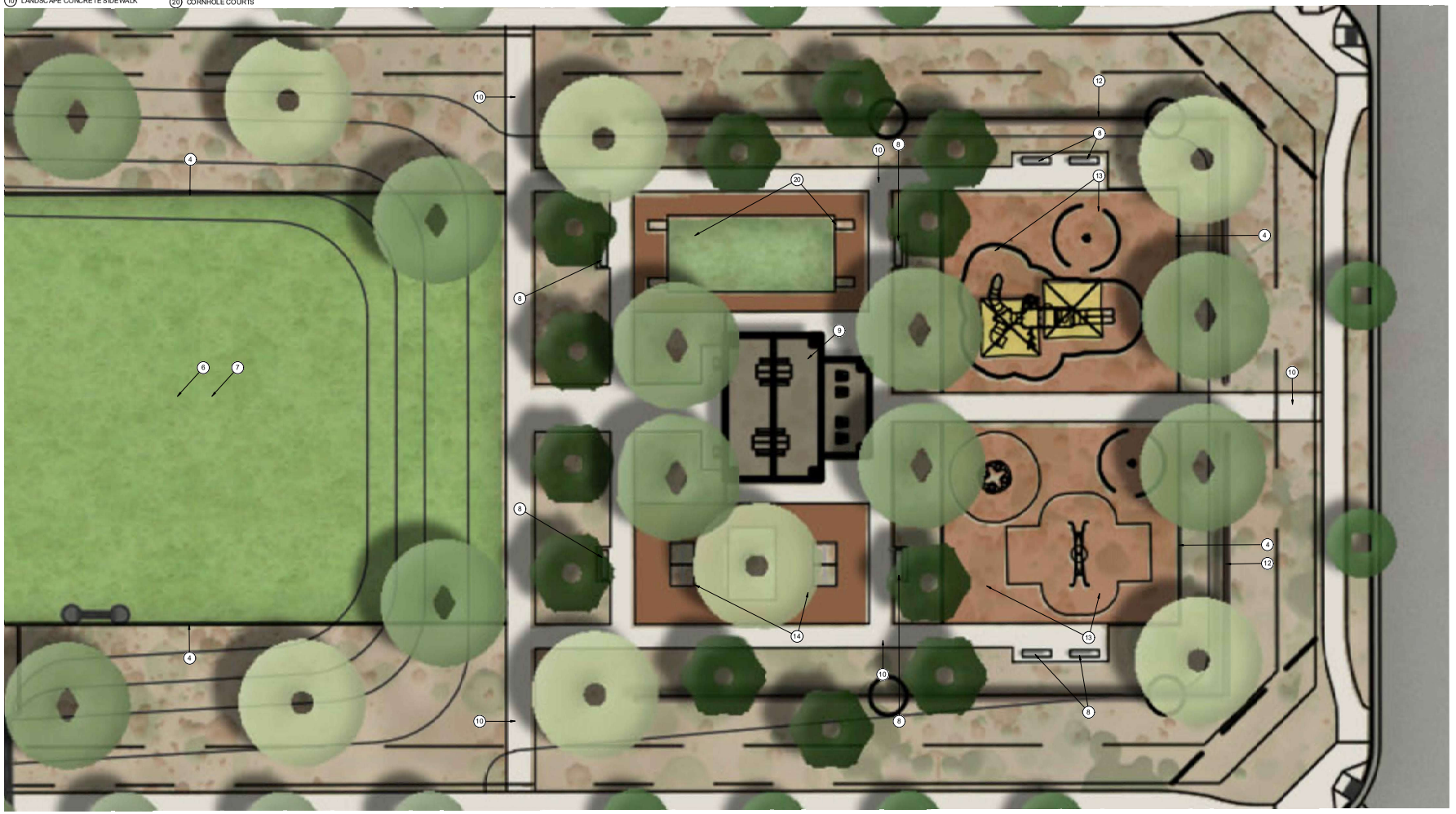
FS20-823 3RD SUBMITTAL

LANDSCAPE KEYNOTES

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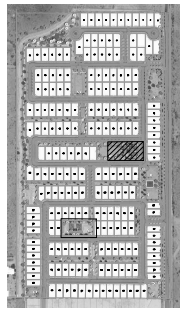






0 5' 10' 20'
SCALE: 1" = 10'-0"

KEY MAP



Copyright RVI

Aerial Photography Date

RVi
Ash Avenue
, Arizona 85281
O 864.0894
rkplanning.com

BONITA RANCH • **MAIN AMENITY**

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24
66017
BRITTANY
GEIST

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FS20-823 3RD SUBMITTAL

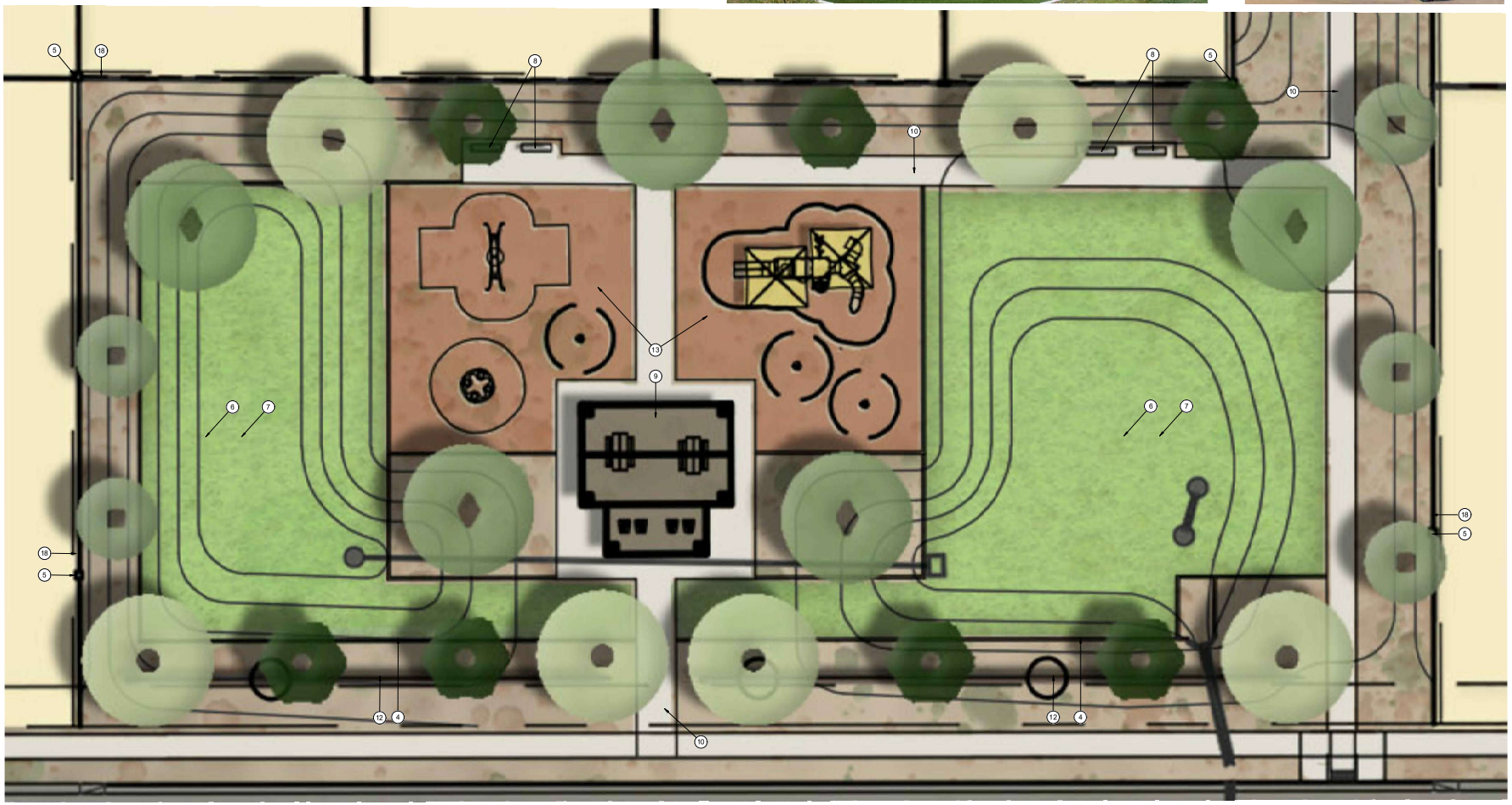
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LANDSCAPE KEYNOTES

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19. SEATWALL
20. CORNHOLE COURTS

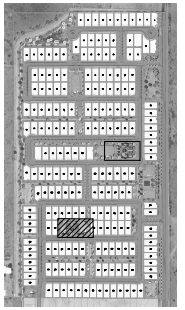






0 5' 10' 20'
SCALE: 1" = 10'-0"

KEY MAP



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O 864.0894
@rvi-planning.com

BONITA RANCH • **SECONDARY AMENITY**

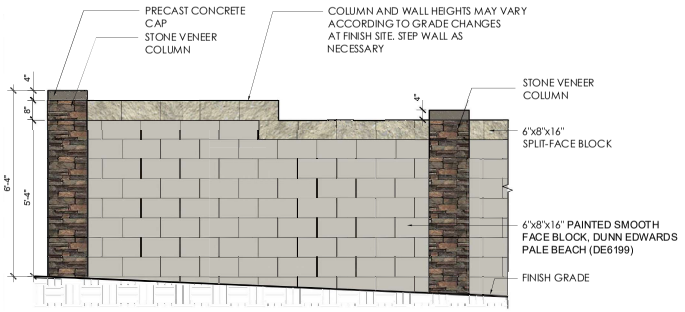
- SURPRISE, ARIZONA
- 06/30/2021
- 20001710
- KAX GROUP

EXPIRES 03/31/24

66017
BRITTANY
GEIST

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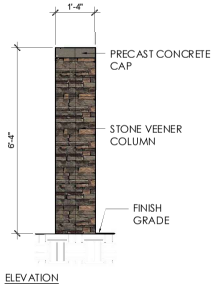
1 Theme Wall

SCALE: 1/2" = 1'-0"



2 Large Theme Column

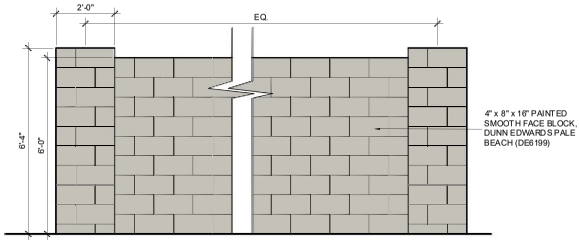
SCALE: 1/2" = 1'-0"



NOTES:
1) SMALL THEME COLUMNS SHALL BE LOCATE AT ALL LOT LINES BETWEEN ADJACENT LOTS.

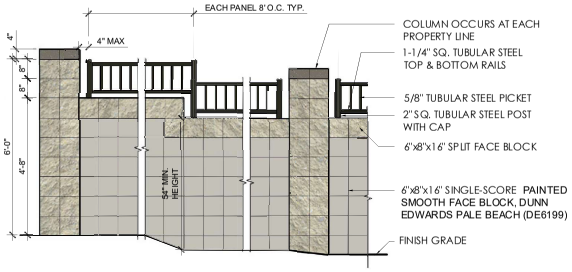
3 Small Theme Column

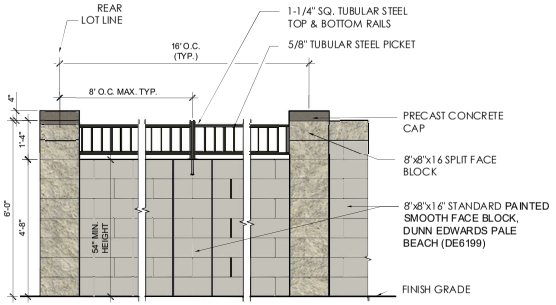
SCALE: 1/2" = 1'-0"



4 Painted Dooley Wall

SCALE: 1/2" = 1'-0"

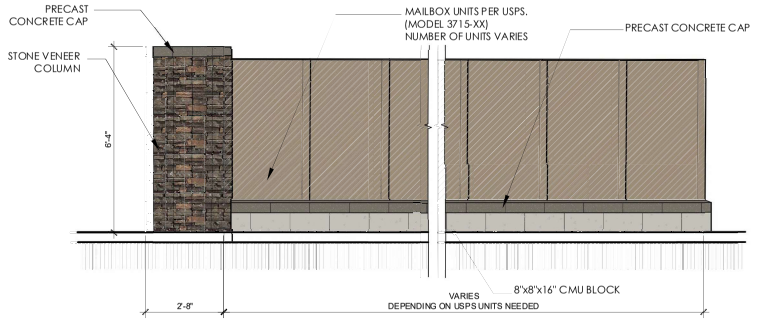




NOTE:
1) COLUMN AND WALL HEIGHTS WILL VARY ACCORDING TO GRADE CHANGES.

5 View Wall

SCALE: 1/2" = 1'-0"



NOTE:
1. MAILBOX LOCATION PER UNITED STATES POSTAL SERVICE
2. ADEQUATE LIGHTING WILL BE PROVIDED IN MAILBOX LOCATION.
3. MAILBOX WILL BE ACCESSIBLE PER A.D.A. REQUIREMENTS.

6 Mail Box Cluster

SCALE: 1/2" = 1'-0"

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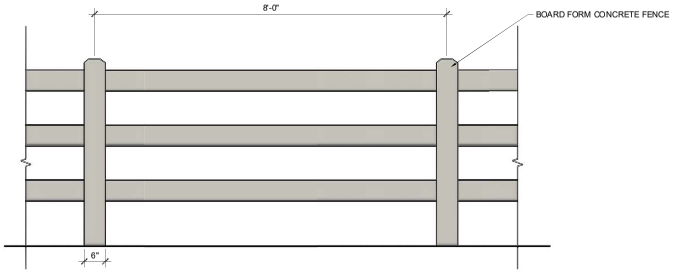
BONITA RANCH • HARDSCAPE DETAILS

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

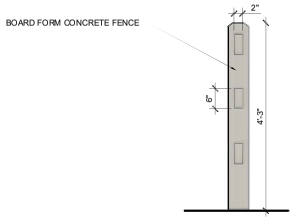
EXPIRES 03/31/24

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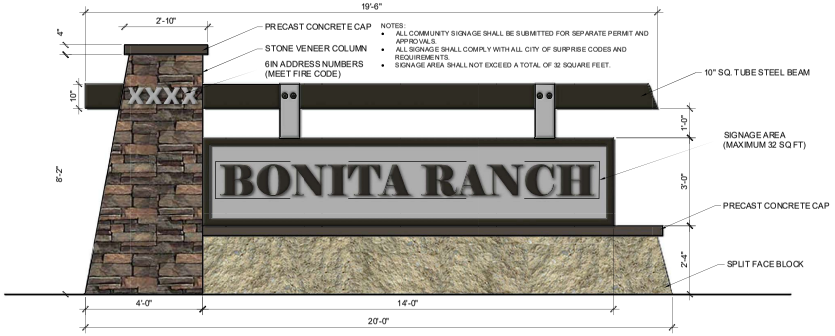
FS20-823 3RD SUBMITTAL



1 Rail Fence
SCALE: 3/4" = 1'-0"



2 Rail Fence Post
SCALE: 3/4" = 1'-0"



3 Entry Monument
SCALE: 1/2" = 1'-0"

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Aerial Photography Date

BONITA RANCH • **HARDSCAPE DETAILS**

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24
REGISTERED LANDSCAPE ARCHITECT
CAT. / LEGAL / 60DU / BRITTANY / DEST
Date Signed 03/30/2021

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LEGEND

- THEME WALL
- PRECAST CONCRETE RAIL FENCE
- PARTIAL VIEW WALL
- PAINTED DOOLEY WALL
- IN-LINE COLUMN
- COLUMN
- ENTRY MONUMENT
- MAILBOX LOCATIONS

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BONITA RANCH • **WALL PLAN**

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24

SCALE: 1" = 100'-0"

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LEGEND

- ACTIVE AMENITY
- NATURE OVERLOOK AND BUTTERFLY GARDEN
- 6FT INTERNAL CONCRETE TRAIL
- 8FT REGIONAL CONCRETE TRAIL
- 8FT DG TRAIL
- TRAIL PLAZA
- SEATING NODES

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4350 East Ash Avenue
Phoenix, Arizona 85281
(602) 994-0994
www.rvi-planning.com

BONITA RANCH • TRAIL SYSTEM

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24
RICHARD E. BRITTAIN
60011
BRITTANY
CEST
LANDSCAPE ARCHITECT
STATE OF ARIZONA

Aerial Photography Date

0 50' 100' 200'
SCALE: 1" = 100'-0"

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LEGEND

	ACTIVE OPEN SPACE	7.23 AC	35%
	PASSIVE OPEN SPACE	8.45 AC	41%
	NATURAL OPEN SPACE	4.79 AC	23%
	TOTAL OPEN SPACE	20.47 AC	



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BONITA RANCH • **OPEN SPACE CALCULATIONS**

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24

SCALE: 1" = 100'-0"

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BONITA RANCH

PRELIMINARY LANDSCAPE SUBMITTAL

SURPRISE, ARIZONA

CONTACT INFO

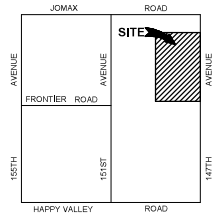
OWNER
KAX GROUP
10973 N. 138th Way
Scottsdale, Arizona 85259
602.499.9305
Contact: Kent Xander

LANDSCAPE ARCHITECT
RVi PLANNING + LANDSCAPE ARCHITECTURE
120 S. Ash Avenue
Tempe, Arizona 85281
480.994.0994
Contact: Shawn Byron, PLA

CIVIL ENGINEER
ATWELL
4700 E. Southern Avenue
Mesa, Arizona 85206
480.218.8831
Contact: Mike Park, P.E.



VICINITY MAP



SITE DATA

PROJECT SIZE: 73.01 ACRES (3,180,315 sq. ft)
PROPOSED LOTS: 208 total Lots
PROPOSED DENSITY: 2.85 DU/AC
PROPOSED OPEN SPACE: 20.47 ACRES (903,434 sq. ft)
PERCENT OPEN SPACE: 29.3%
PROPOSED TURF AREA: 2.01 ACRES (87,577 sq. ft)
PROPOSED PERCENT TURF: 9.8%
AREA OF NON-TURF LANDSCAPE: 18.46 ACRES (804,117 sq. ft)
TURF PEAK SEASON DEMAND (GPD): 20,814 GPD
NON-TURF PEAK SEASON DEMAND (GPD): 53,412 GPD
ANNUAL TOTAL DEMAND (GALLONS): 16,295,592 GALLONS

SUBMITTAL HISTORY

DATE	DESCRIPTION / COMMENTS
12/22/2020	1ST PRELIMINARY PLAT
03/22/2021	2ND PRELIMINARY PLAT
05/25/2021	3RD PRELIMINARY PLAT
06/30/2021	4TH PRELIMINARY PLAT

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RVi
120 S. Ash Avenue
Tempe, Arizona 85281
Tel| 480.994.0994
www.rviplanning.com

BONITA RANCH • **COVER**
SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

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REGISTERED LANDSCAPE ARCHITECT
60017
BRITTANY
GEIST

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BONITA RANCH • **MASTER PLAN**

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- 06/30/2021
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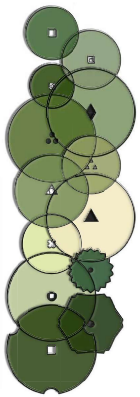
EXPIRES 03/31/24
66017
BRITTANY
GEIST

0 50' 100' 200'
SCALE: 1" = 100'-0"

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FS20-823 3RD SUBMITTAL

LANDSCAPE MATERIAL SCHEDULE



OVERALL LANDSCAPE PALETTE

ITEM	SIZE
Acacia aneura MULGA	24" BOX
Acacia salicina WILLOW ACACIA	24" BOX
Acacia willardiana PALO BLANCO	24" BOX
Fraxinus velutina 'Rio Grande' FAN-TEX ASH	24" BOX
Parkinsonia florida BLUE PALO VERDE	24" BOX
Parkinsonia microphylla FOOTHILLS PALO VERDE	24" BOX
Prosopis velutina VELVET MESQUITE	24" BOX
Prosopis x 'AZT' AZT THORNLESS MESQUITE	24" BOX
Quercus virginiana LIVE OAK	24" BOX
Sophora secundiflora TEXAS MOUNTAIN LAUREL	24" BOX
Ulmus parvifolia EVERGREEN ELM	24" BOX
Vitex agnus-castus CHASTE TREE	24" BOX
Chitalpa x tashkentensis `Pink Dawn` PINK DAWN CHITALPA	24" BOX

DESERT SHRUB PALETTE

ITEM	SIZE
Agave spp. AGAVE	5 GAL.
Aloe spp. ALOE	5 GAL.
Ambrosia deltoidea BURSAGE	5 GAL.
Asclepias subulata DESERT MILKWEED	5 GAL.
Baccharis x 'Starn Thompson' DWARF COYOTE BUSH	5 GAL.
Bouteloua spp. GRAMA GRASS	5 GAL.
Calliandra spp. FAIRY DUSTER	5 GAL.
Caesalpinia spp. BIRD OF PARADISE	5 GAL.
Carnegia gigantea SAGUARO	SPEAR
Cordia parvifolia LITTLE LEAF CORDIA	5 GAL.
Dalea spp. DALEA	5 GAL.
Dasylirion spp. DESERT SPOON	5 GAL.
Dodonaea viscosa HOPBUSH	5 GAL.
Encelia farinosa BRITTLEBUSH	1 GAL.
Eremophila ssp. EMU BUSH	5 GAL.
Ericameria laricifolia 'Aguirre™ TURPENTINE BUSH	5 GAL.
Asclepias subulata DESERT MILKWEED	5 GAL.
Euphorbia spp. GOPHER PLANT	5 GAL.
Ferocactus spp. BARRELL CACTUS	
Fouquieria splendens OCOTILLO	10' HT.
Hesperaloe spp. RED YUCCA	3 GAL.
Justicia californica CHUPAROSA	5 GAL.
Larrea tridentata CREOSOTE	5 GAL.
Leucophyllum spp. SAGE	5 GAL.
Muhlenbergia spp. MUHLY GRASS	5 GAL.
Nolina spp. BEAR GRASS	5 GAL.
Opuntia spp. PRICKLY PEAR	5 GAL.
Simmondsia chinensis JOJOBA	5 GAL.
Sphaeralcea ambigua GLOBEMALLOW	5 GAL.
Tecoma spp. YELLOW BELLS	5 GAL.
Yucca spp. YUCCA	5 GAL.

GROUNDCOVERS

ITEM	SIZE
Acacia spp. ACACIA	1 GAL.
Dalea spp. TRAILING INDIGO BUSH	1 GAL.
Eremophila spp. EMU BUSH	1 GAL.
Lantana spp. LANTANA	1 GAL.
Verbena spp. VERBENA	1 GAL.



STREET TREE PALETTE

ITEM	SIZE
Acacia aneura MULGA	24" BOX
Acacia salicina WILLOW ACACIA	24" BOX
Acacia willardiana PALO BLANCO	24" BOX
Quercus virginiana LIVE OAK	24" BOX
Sophora secundiflora TEXAS MOUNTAIN LAUREL	24" BOX

STREET SHRUB PALETTE

ITEM	SIZE
Aloe spp. ALOE	5 GAL.
Calliandra spp. FAIRY DUSTER	5 GAL.
Dalea spp. DALEA	5 GAL.
Eremophila ssp. EMU BUSH	5 GAL.
Euphorbia spp. GOPHER PLANT	5 GAL.
Hesperaloe spp. RED YUCCA	3 GAL.
Justicia californica CHUPAROSA	5 GAL.
Muhlenbergia spp. MUHLY GRASS	5 GAL.

GROUNDCOVERS

ITEM	SIZE
Acacia spp. ACACIA	1 GAL.
Dalea spp. TRAILING INDIGO BUSH	1 GAL.
Eremophila spp. EMU BUSH	1 GAL.
Lantana spp. LANTANA	1 GAL.
Verbena spp. VERBENA	1 GAL.

SONORAN DESERT WILDFLOWER MIX

BOTANICAL NAME	COMMON NAME	LBS/AC.	BOTANICAL NAME	COMMON NAME	LBS/AC.
ABRONIA VILLOSA	DESERT SAND VERBENA	0.5	LESQUERELLA GORDONII	GORDON'S BLADDERPOD	0.5
BAILEYA MULTIRADIATA	DESERT MARIGOLD	1.0	LUPINUS SUCCULENTUS	ARROYO LUPINE	2.0
CASSIA COVESII	DESERT SENNA	1.0	PENSTEMON EATONII	FIRECRACKER PENSTEMON	0.5
ENCELIA FARINOSA	BRITTLEBUSH	0.5	PENSTEMON PARRYI	PARRY'S PENSTEMON	0.5
ERICAMERIA LARICIFOLIA	TURPENTINE BUSH	0.5	PERITYLE EMORYI	EMORY'S ROCKDAISY	0.5
ESCHOLTZIA MEXICANA	MEXICAN POPPY	1.0	PHACELIA CAMPANULARIA	DESERT BLUEBELL	0.5
GAILLARDIA SP.	BLANKET FLOWER	1.0	SPHAERALCEA AMBIGUA	GLOBEMALLOW	1.0

NOTE:
SEED MIX SHALL BE PURE LIVE SEED. HYDRO MULCH SHALL BE GRADE A FIBER (NO PAPER) CONSISTING OF A SPECIALLY PREPARED VIRGIN WOOD FIBER PROCESSED TO CONTAIN NO GROWTH OR GERMINATION INHIBITING FACTORS. FURTHER, THE MULCH SHALL BE MANUFACTURED AND PROCESSED SO THE WOOD CELLULOSE FIBERS WILL REMAIN IN UNIFORM SUSPENSION IN WATER UNDER AGITATION AND WILL BLEND WITH SEED. 16-20-0 FERTILIZER (250 LBS./AC.), TACKIFIER (60 LBS./AC.), AND OTHER ADDITIVES TO FORM A HOMOGENOUS SLURRY. THE PROPOSED MULCH MATERIAL SHALL HAVE CHARACTERISTICS TO FORM A BLOTTER-LIKE GROUND COVER UPON APPLICATION, WITH MOISTURE AND PERCOLATION PROPERTIES AND THE ABILITY TO COVER AND HOLD SEED IN CONTACT WITH THE SOIL. HYDRO MULCH SHALL BE APPLIED AT 1,500 LBS./AC.

HYDROSEED SHRUB MIX SCHEDULE

BOTANICAL NAME	COMMON NAME	LBS/AC.	BOTANICAL NAME	COMMON NAME	LBS/AC.
ACACIA CONSTRICTA	WHITETHORN ACACIA	1.5	LARREA TRIDENTATA	CREOSOTE	4.0
ACACIA GREGGII	CATCLAW ACACIA	3.0	LUPINUS SPARSIFLORUS	DESERT LUPINE	2.0
AMBROSIA DELTOIDEA	BURSAGE	4.0	LYCIUM EXSERTUM	THORNBUSH	0.25
ARISTICA PURPUREA	PURPLE THREE-AWN	1.0	PARKINSONIA FLORIDUM	BLUE PALO VERDE	3.0
ATRIPLEX CANESCENS	FOURWING SALTBUSH	1.0	PARKINSONIA MICROPHYLLUM	FOOTHILL PALO VERDE	3.0
BAILEYA MULTIRADIATA	DESERT MARIGOLD	1.0	OLNEYA TESOTA	IRONWOOD	2.0
BOUTELOUA ARISTIDOIDES	DROPSEED GRAMA GRASS	1.0	PENSTEMON PARRYI	PARRY'S PENSTEMON	0.5
CASSIA COVESII	DESERT SENNA	1.0	PHACELIA CAMPANULARIA	DESERT BLUEBELL	0.5
ENCELIA FARINOSA	BRITTLEBUSH	0.5	PROSOPIS VELUTINA	VELVET MESQUITE	1.0
ERICAMERIA LARICIFOLIA	TURPENTINE BUSH	0.5	PLANTAGO INSULARIS	INDIAN WHEAT	5.0
ERIOGONUM FASICULATUM	FLAT-TOP BUCKWHEAT	0.5	SPHAERALCEA AMBIGUA	GLOBEMALLOW	1.0
ESCHOLTZIA MEXICANA	MEXICAN POPPY	1.0	VIGUERA DELTOIDEA	GOLDENEYE	0.25

NOTE:
SEED MIX SHALL BE PURE LIVE SEED. HYDRO MULCH SHALL BE GRADE A FIBER (NO PAPER) CONSISTING OF A SPECIALLY PREPARED VIRGIN WOOD FIBER PROCESSED TO CONTAIN NO GROWTH OR GERMINATION INHIBITING FACTORS. FURTHER, THE MULCH SHALL BE MANUFACTURED AND PROCESSED SO THE WOOD CELLULOSE FIBERS WILL REMAIN IN UNIFORM SUSPENSION IN WATER UNDER AGITATION AND WILL BLEND WITH SEED, 16-20-0 FERTILIZER (250 LBS./AC.), TACKIFIER (60 LBS./AC.), AND OTHER ADDITIVES TO FORM A HOMOGENOUS SLURRY. THE PROPOSED MULCH MATERIAL SHALL HAVE CHARACTERISTICS TO FORM A BLOTTER-LIKE GROUND COVER UPON APPLICATION, WITH MOISTURE AND PERCOLATION PROPERTIES AND THE ABILITY TO COVER AND HOLD SEED IN CONTACT WITH THE SOIL. HYDRO MULCH SHALL BE APPLIED AT 1,500 LBS./AC.

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Ash Avenue
, Arizona 85281
0.994.0994
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BONITA RANCH • **PLANT PALETTE**

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24

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FS20-823 3RD SUBMITTAL

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LANDSCAPE NOTES

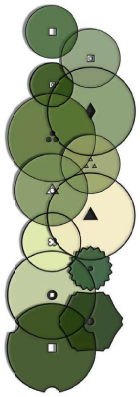
1. SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND COLLECTORS WILL ADHERE TO SURPRISE DETAIL 4-01. SIGHT VISIBILITY WITH THE UNOBSTRUCTED VIEW EASEMENT AREA AND IN FRONT OF STOP SIGNS MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND 4-02.
2. TREES, SHRUBS AND OTHER LANDSCAPING ARE PERMITTED WITHIN THE SIGHT VISIBILITY TRIANGLE PROVIDED LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ARE KEPT BELOW 30 INCHES OR ABOVE 84 INCHES. PER SURPRISE EDS DETAIL 4-01.
3. DEEP ROOT BARRIERS SHALL BE INSTALLED FOR ALL TREES BETWEEN THE SIDEWALK AND CURB AND FOLLOW CITY OF SURPRISE DETAIL EDS 8-14.
4. OPEN SPACE LIGHTING AND ELECTRICAL SHALL BE PROVIDED AT FINAL PLAT AND BE CONSISTENT WITH ALL CITY OF SURPRISE CODES AND ORDINANCES.
5. DOG WASTE STATIONS WILL BE PROVIDED ADJACENT TO TURF AREAS THROUGHOUT THE PROJECT AT THE TIME OF FINAL PLAT.
6. FINAL RETAINING WALL LOCATIONS SHALL BE PROVIDED AT FINAL PLAT AND SHALL MEET ALL CITY OF SURPRISE CODES AND ORDINANCES. HEIGHTS OF RETAINING WALLS SHALL NOT EXCEED 2FT IN HEIGHT.
7. FINAL PLANTING DESIGN FOR 147TH AVE SHALL MEET ALL REQUIREMENTS FOR THE CITY OF SURPRISE AND SHOULD RELATE TO THE EXISTING DESIGN WITHIN THE RANCHO MERCADO COMMUNITY.

MATCHLINE E, SEE SHEET 5



MATCHLINE A, SEE SHEET 8

LANDSCAPE MATERIAL SCHEDULE



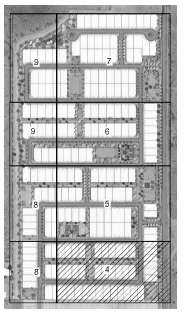
OVERALL LANDSCAPE PALETTE

ITEM	SIZE
Acacia aneura MULGA	24" BOX
Acacia salicina WILLOW ACACIA	24" BOX
Acacia willardiana PALO BLANCO	24" BOX
Fraxinus velutina 'Rio Grande' FAN-TEX ASH	24" BOX
Parkinsonia florida BLUE PALO VERDE	24" BOX
Parkinsonia microphylla FOOTHILLS PALO VERDE	24" BOX
Prosopis velutina VELVET MESQUITE	24" BOX
Prosopis x 'AZT' AZT THORNLESS MESQUITE	24" BOX
Quercus virginiana LIVE OAK	24" BOX
Sophora secundiflora TEXAS MOUNTAIN LAUREL	24" BOX
Ulmus parvifolia EVERGREEN ELM	24" BOX
Vitex agnus-castus CHASTE TREE	24" BOX
Chitalpa x tashkentensis 'Pink Dawn' PINK DAWN CHITALPA	24" BOX

LANDSCAPE KEYNOTES

1. ENTRY MONUMENT
2. THEME WALL
3. PARTIAL VIEW WALL
4. CONCRETE HEADER
5. DECORATIVE COLUMN
6. DETENTION AREA
7. OPEN TURF
8. SEATING AREA
9. RAMADA
10. LANDSCAPE CONCRETE SIDEWALK
11. HALF BASKETBALL COURT
12. PRECAST CONCRETE RAIL FENCE
13. PLAYGROUND
14. TABLE TENNIS
15. BUTTERFLY GARDEN
16. DRAINAGE CHANNEL
17. VIEWING PLATFORM
18. DOOLEY WALL
19. SEATWALL
20. CORNHOLE COURTS
21. MAILBOX
22. DG TRAIL

KEY MAP



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Aerial Photography Date

RVI PLANNING
Ash Avenue
, Arizona 85281
0.994.0994
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BONITA RANCH • LANDSCAPE PLAN

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24
6601 / BRITTANY SEIT
REGISTERED LANDSCAPE ARCHITECT

0 20' 40' 80'
SCALE: 1" = 40'-0"

For illustrative purposes only. Subject to change without notice.

FS20-823 3RD SUBMITTAL

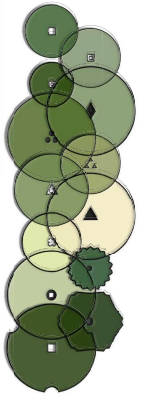
MATCHLINE G, SEE SHEET 6



MATCHLINE B, SEE SHEET 8

MATCHLINE E, SEE SHEET 4

LANDSCAPE MATERIAL SCHEDULE



OVERALL LANDSCAPE PALETTE

ITEM	SIZE
Acacia aneura MULGA	24" BOX
Acacia salicina WILLOW ACACIA	24" BOX
Acacia willardiana PALO BLANCO	24" BOX
Fraxinus velutina 'Rio Grande' FAN-TEX ASH	24" BOX
Parkinsonia florida BLUE PALO VERDE	24" BOX
Parkinsonia microphylla FOOTHILLS PALO VERDE	24" BOX
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Vitex agnus-castus CHASTE TREE	24" BOX
Chitalpa x tashkentensis 'Pink Dawn' PINK DAWN CHITALPA	24" BOX

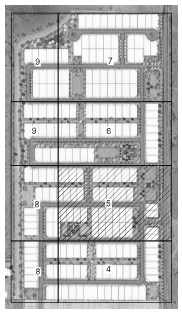
LANDSCAPE KEYNOTES

1. ENTRY MONUMENT
2. THEME WALL
3. PARTIAL VIEW WALL
4. CONCRETE HEADER
5. DECORATIVE COLUMN
6. DETENTION AREA
7. OPEN TURF
8. SEATING AREA
9. RAMADA
10. LANDSCAPE CONCRETE SIDEWALK
11. HALF BASKETBALL COURT
12. PRECAST CONCRETE RAIL FENCE
13. PLAYGROUND
14. TABLE TENNIS
15. BUTTERFLY GARDEN
16. DRAINAGE CHANNEL
17. VIEWING PLATFORM
18. DOOLEY WALL
19. SEATWALL
20. CORNHOLE COURTS
21. MAILBOX
22. DG TRAIL

LANDSCAPE NOTES

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7. FINAL PLANTING DESIGN FOR 147TH AVE SHALL MEET ALL REQUIREMENTS FOR THE CITY OF SURPRISE AND SHOULD RELATE TO THE EXISTING DESIGN WITHIN THE RANCHO MERCADO COMMUNITY.

KEY MAP



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Aerial Photography Date

RVI PLANNING

BONITA RANCH • LANDSCAPE PLAN

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24

SCALE: 1" = 40'-0"

For illustrative purposes only. Subject to change without notice.

FS20-823 3RD SUBMITTAL

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LANDSCAPE NOTES

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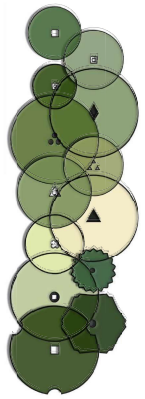
MATCHLINE I, SEE SHEET 7



MATCHLINE C, SEE SHEET 9

MATCHLINE G, SEE SHEET 5

LANDSCAPE MATERIAL SCHEDULE

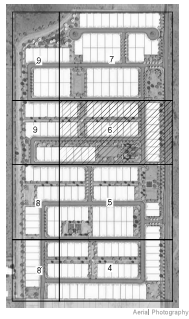


OVERALL LANDSCAPE PALETTE ITEM	SIZE
Acacia aneura MULGA	24" BOX
Acacia salicina WILLOW ACACIA	24" BOX
Acacia willardiana PALO BLANCO	24" BOX
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Chitalpa x tashkentensis 'Pink Dawn' PINK DAWN CHITALPA	24" BOX

LANDSCAPE KEYNOTES

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17. VIEWING PLATFORM
18. DOOLEY WALL
19. SEATWALL
20. CORNHOLE COURTS
21. MAILBOX
22. DG TRAIL

KEY MAP



Aerial Photography Date

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RVI PLANNING

4 E. Ash Avenue
Flagstaff, Arizona 86281
928.214.0884
www.rvi-planning.com

BONITA RANCH • LANDSCAPE PLAN

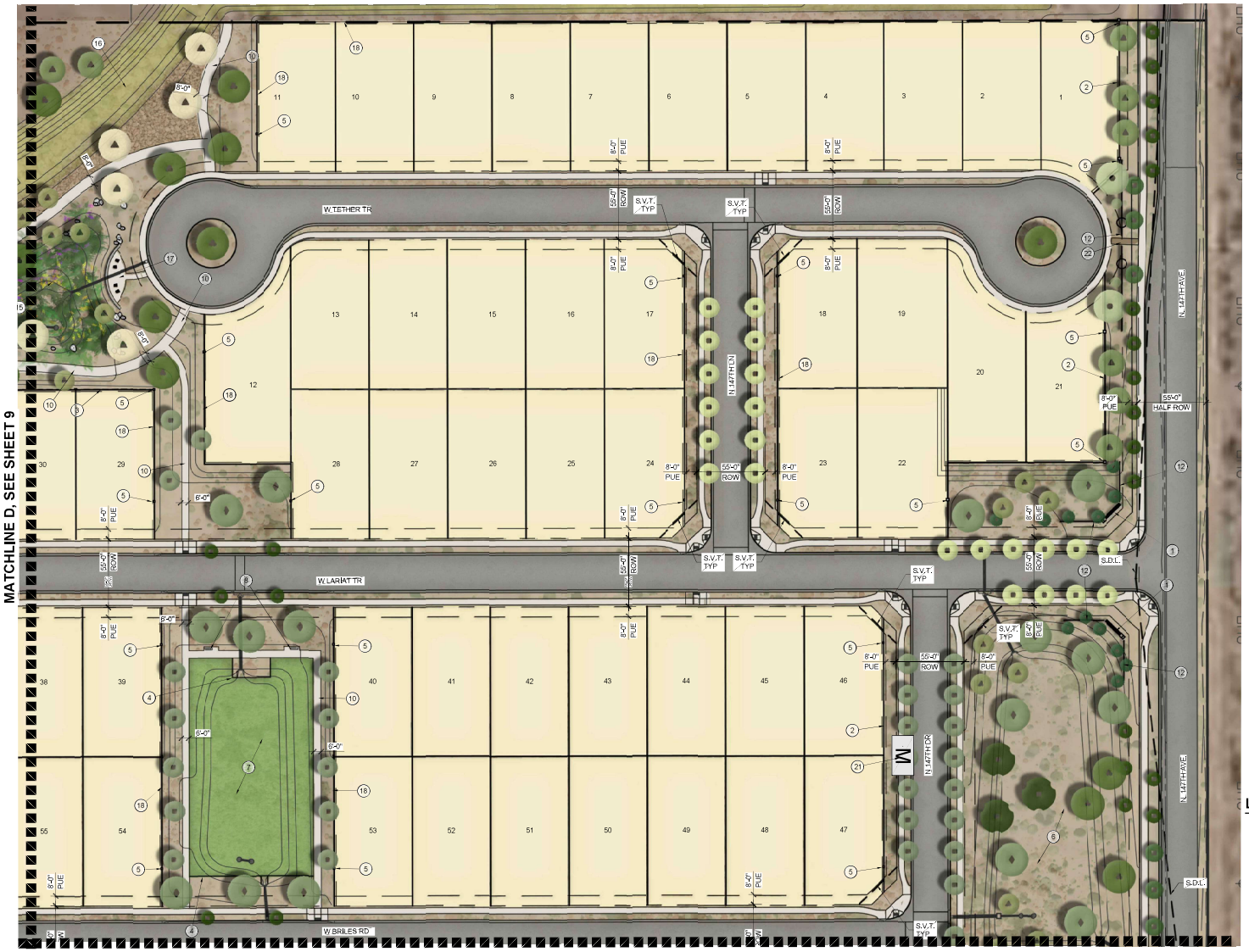
SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24

SCALE: 1" = 40'-0"

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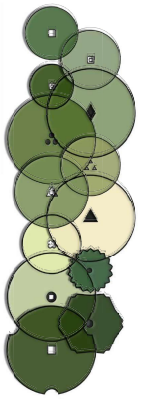
FS20-823 3RD SUBMITTAL



MATCHLINE D, SEE SHEET 9

MATCHLINE I, SEE SHEET 6

LANDSCAPE MATERIAL SCHEDULE



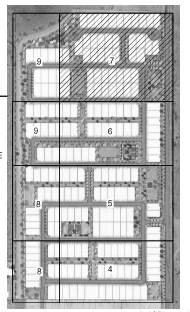
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LANDSCAPE KEYNOTES

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22. DG TRAIL

KEY MAP



LANDSCAPE NOTES

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Aerial Photography Date

RVI PLANNING

4350 E. Ash Avenue
Phoenix, Arizona 85281
602.994.0994
rvi@rviplanning.com

BONITA RANCH • LANDSCAPE PLAN

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24

SCALE: 1" = 40'-0"

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FS20-823 3RD SUBMITTAL

MATCHLINE F, SEE RIGHT BELOW



MATCHLINE A, SEE SHEET 4

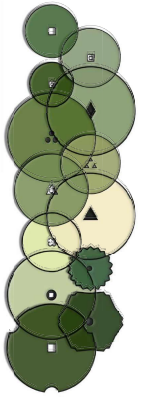
MATCHLINE H, SEE SHEET 9



MATCHLINE B, SEE SHEET 5

MATCHLINE F, SEE ABOVE LEFT

LANDSCAPE MATERIAL SCHEDULE

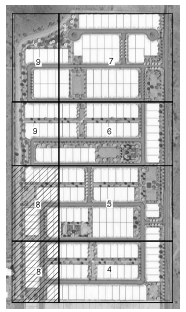


OVERALL LANDSCAPE PALETTE ITEM	SIZE
Acacia aneura MULGA	24" BOX
Acacia salicina WILLOW ACACIA	24" BOX
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LANDSCAPE KEYNOTES

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16. DRAINAGE CHANNEL
17. VIEWING PLATFORM
18. DOOLEY WALL
19. SEATWALL
20. CORNHOLE COURTS
21. MAILBOX
22. DG TRAIL

KEY MAP



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Aerial Photography Date

RVI PLANNING + LANDSCAPE ARCHITECTURE
Ash Avenue
, Arizona 85281
0.994.0994
rviplanning.com

BONITA RANCH • LANDSCAPE PLAN

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24

0 20' 40' 80'
SCALE: 1" = 40'-0"

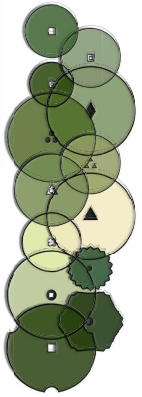
For illustrative purposes only. Subject to change without notice.

FS20-823 3RD SUBMITTAL





LANDSCAPE MATERIAL SCHEDULE



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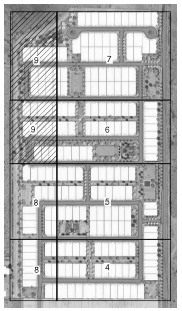
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KEY MAP



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Aerial Photography Date

RVI PLANNING

BONITA RANCH • LANDSCAPE PLAN

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24

SCALE: 1" = 40'-0"

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Page 1338 of 1370

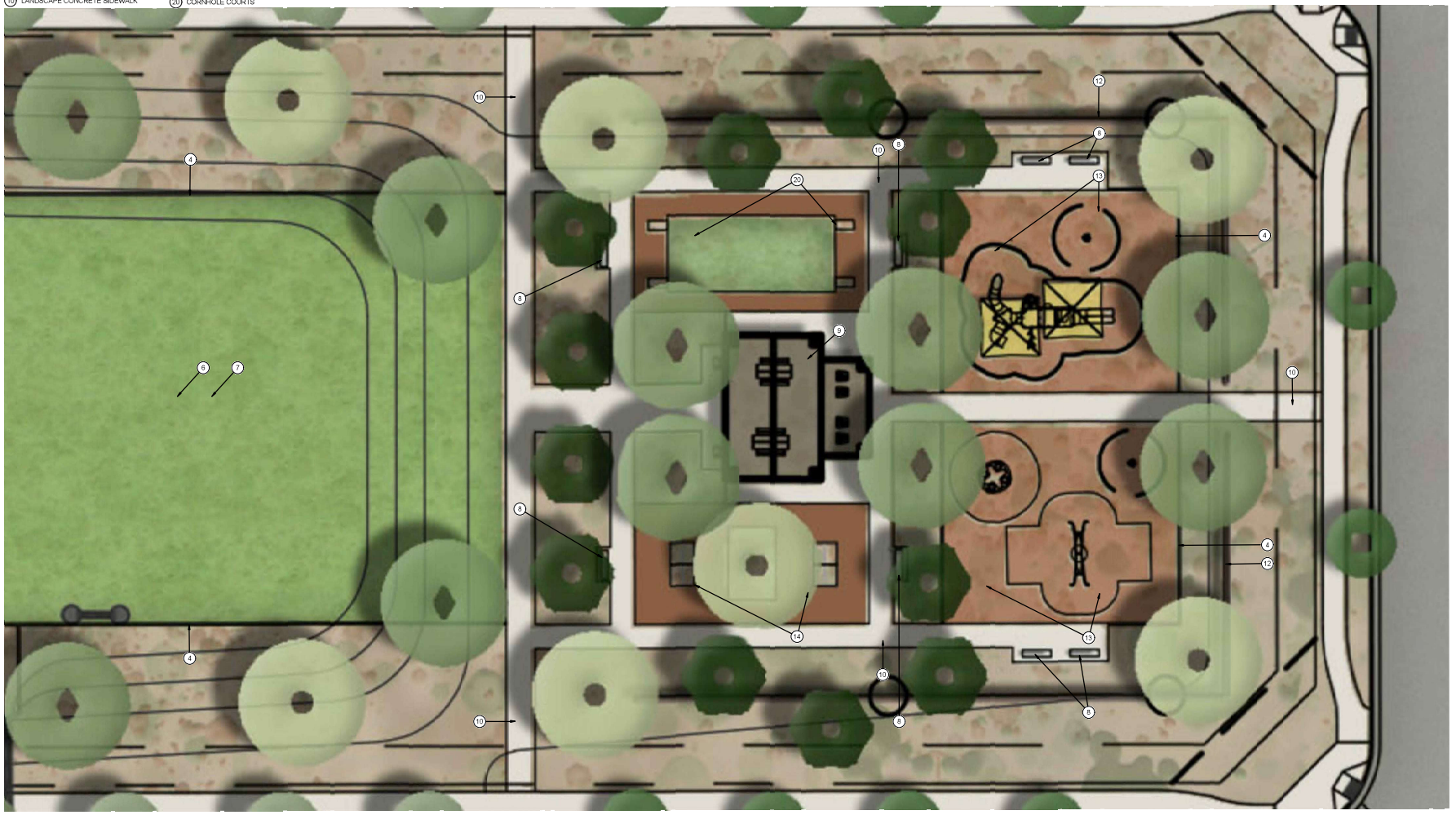
FS20-823 3RD SUBMITTAL

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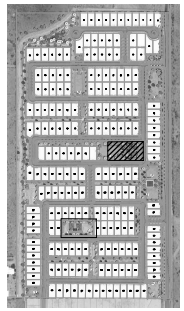






0 5' 10' 20'
SCALE: 1" = 10'-0"

KEY MAP



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Aerial Photography Date

RVi
Ash Avenue
, Arizona 85281
0.894.0894
rvidesign.com

BONITA RANCH • **MAIN AMENITY**

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24
66017
BRITTANY
GEIST

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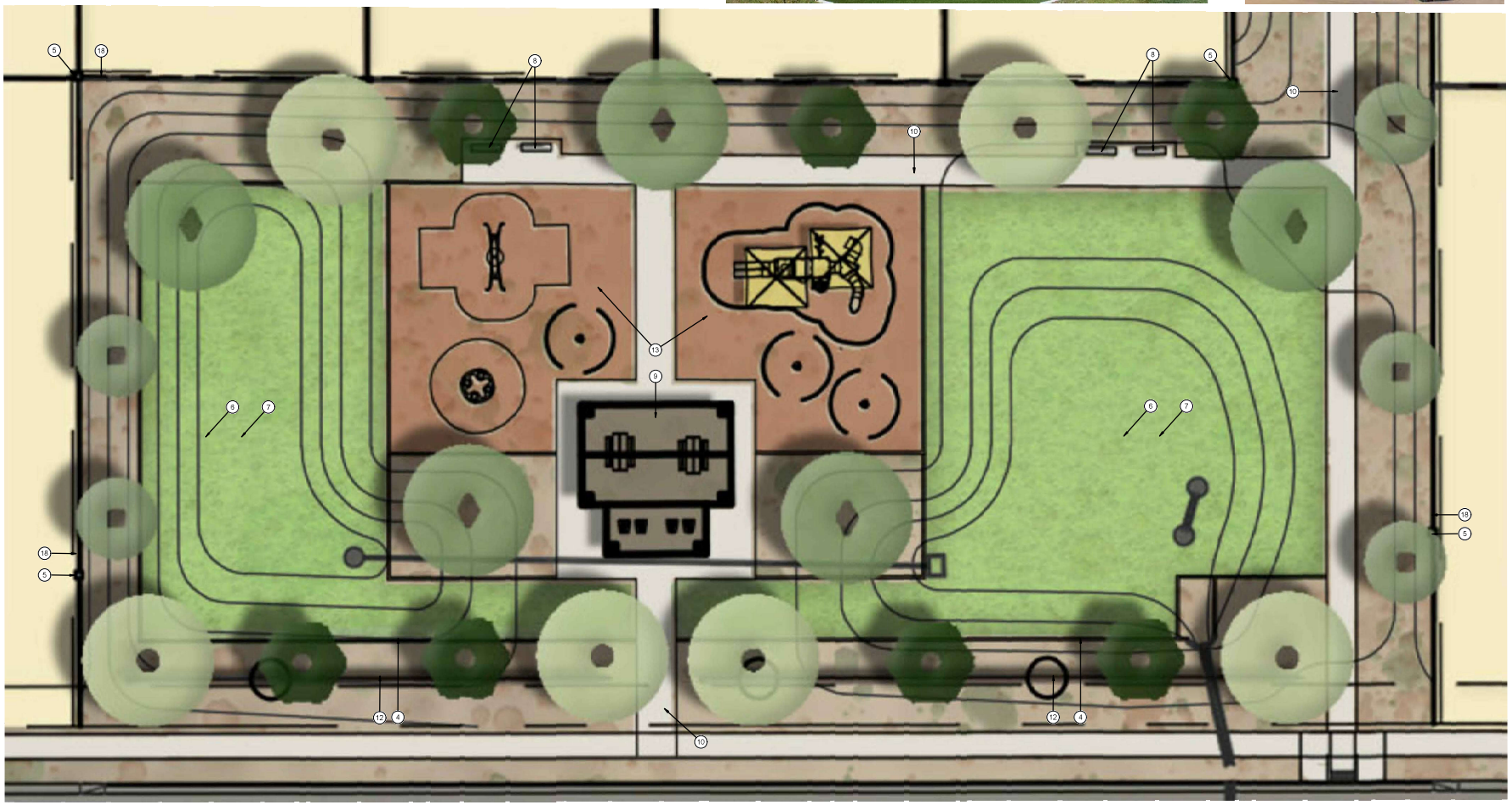
FS20-823 3RD SUBMITTAL

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20. CORNHOLE COURTS

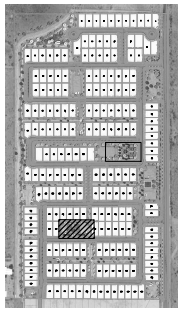






0 5' 10' 20'
SCALE: 1" = 10'-0"

KEY MAP



Copyright RVI

Aerial Photography Date

RVi
Ash Avenue
, Arizona 85281
0.894.0894
rviplanning.com

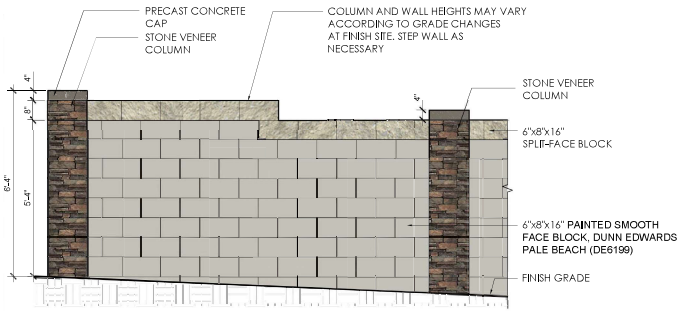
BONITA RANCH • SECONDARY AMENITY

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24
ARIZONA LANDSCAPE ARCHITECT
CERTIFICATE NO.
60017
BRITTANY GEIST

For illustrative purposes only. Subject to change without notice.

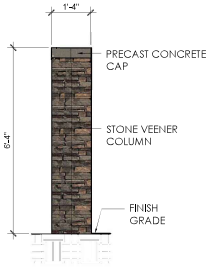
FS20-823 3RD SUBMITTAL



1 Theme Wall
SCALE: 1/2" = 1'-0"

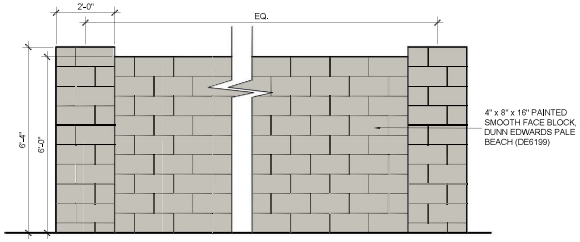


2 Large Theme Column
SCALE: 1/2" = 1'-0"

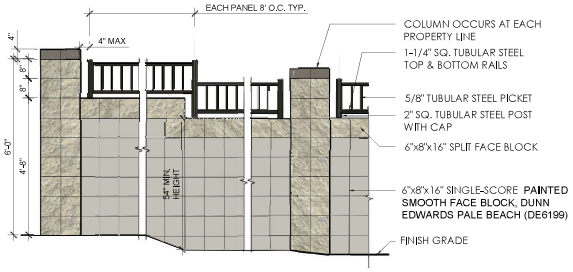


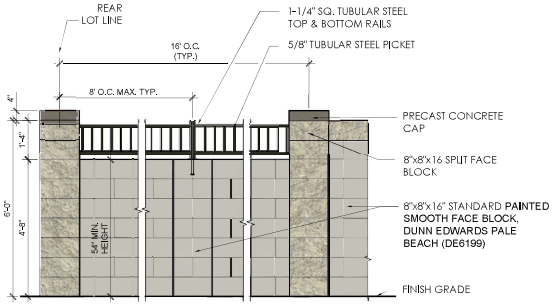
NOTES:
1) SMALL THEME COLUMNS SHALL BE LOCATE AT ALL LOT LINES BETWEEN ADJACENT LOTS.

3 Small Theme Column
SCALE: 1/2" = 1'-0"



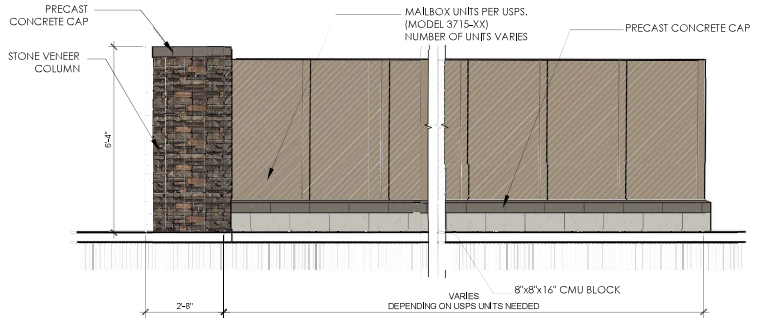
4 Painted Dooley Wall
SCALE: 1/2" = 1'-0"





NOTE:
1) COLUMN AND WALL HEIGHTS WILL VARY ACCORDING TO GRADE CHANGES.

5 View Wall
SCALE: 1/2" = 1'-0"



NOTE:
1. MAILBOX LOCATION PER UNITED STATES POSTAL SERVICE
2. ADEQUATE LIGHTING WILL BE PROVIDED IN MAILBOX LOCATION.
3. MAILBOX WILL BE ACCESSIBLE PER A.D.A. REQUIREMENTS.

6 Mail Box Cluster
SCALE: 1/2" = 1'-0"

Copyright RVI

Aerial Photography Date

RVI PLANNING
Ash Avenue
, Arizona 85281
0.994.0994
rviplanning.com

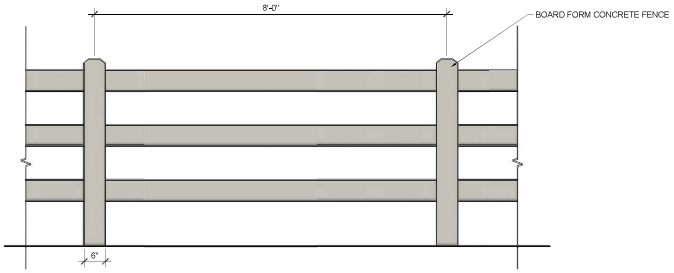
BONITA RANCH • **HARDSCAPE DETAILS**

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

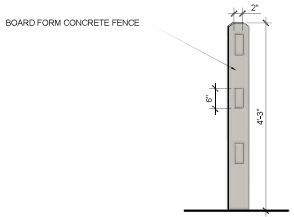
EXPIRES 03/31/24

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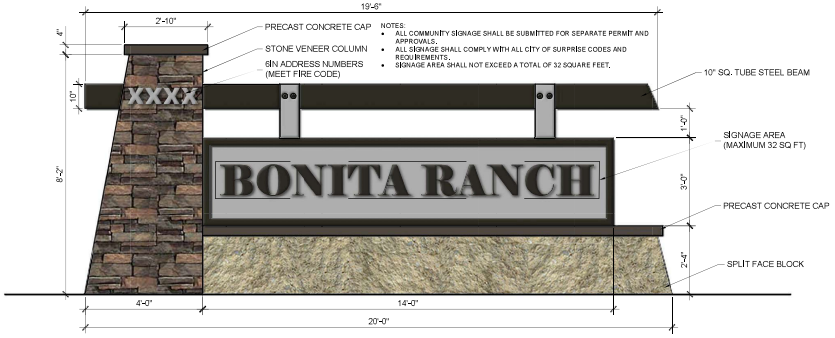
FS20-823 3RD SUBMITTAL



1 Rail Fence
SCALE: 3/4" = 1'-0"



2 Rail Fence Post
SCALE: 3/4" = 1'-0"



3 Entry Monument
SCALE: 1/2" = 1'-0"

Copyright RVI

Aerial Photography Date

BONITA RANCH • HARDSCAPE DETAILS

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24

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FS20-823 3RD SUBMITTAL



Copyright RVi

Aerial Photography Date

BONITA RANCH • **WALL PLAN**

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24

SCALE: 1" = 100'-0"

For illustrative purposes only. Subject to change without notice.

FS20-823 3RD SUBMITTAL



LEGEND

- ACTIVE AMENITY
- NATURE OVERLOOK AND BUTTERFLY GARDEN
- 6FT INTERNAL CONCRETE TRAIL
- 8FT REGIONAL CONCRETE TRAIL
- 8FT DG TRAIL
- TRAIL PLAZA
- SEATING NODES

Copyright RVI

Aerial Photography Date

RVI

BONITA RANCH • **TRAIL SYSTEM**

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

EXPIRES 03/31/24

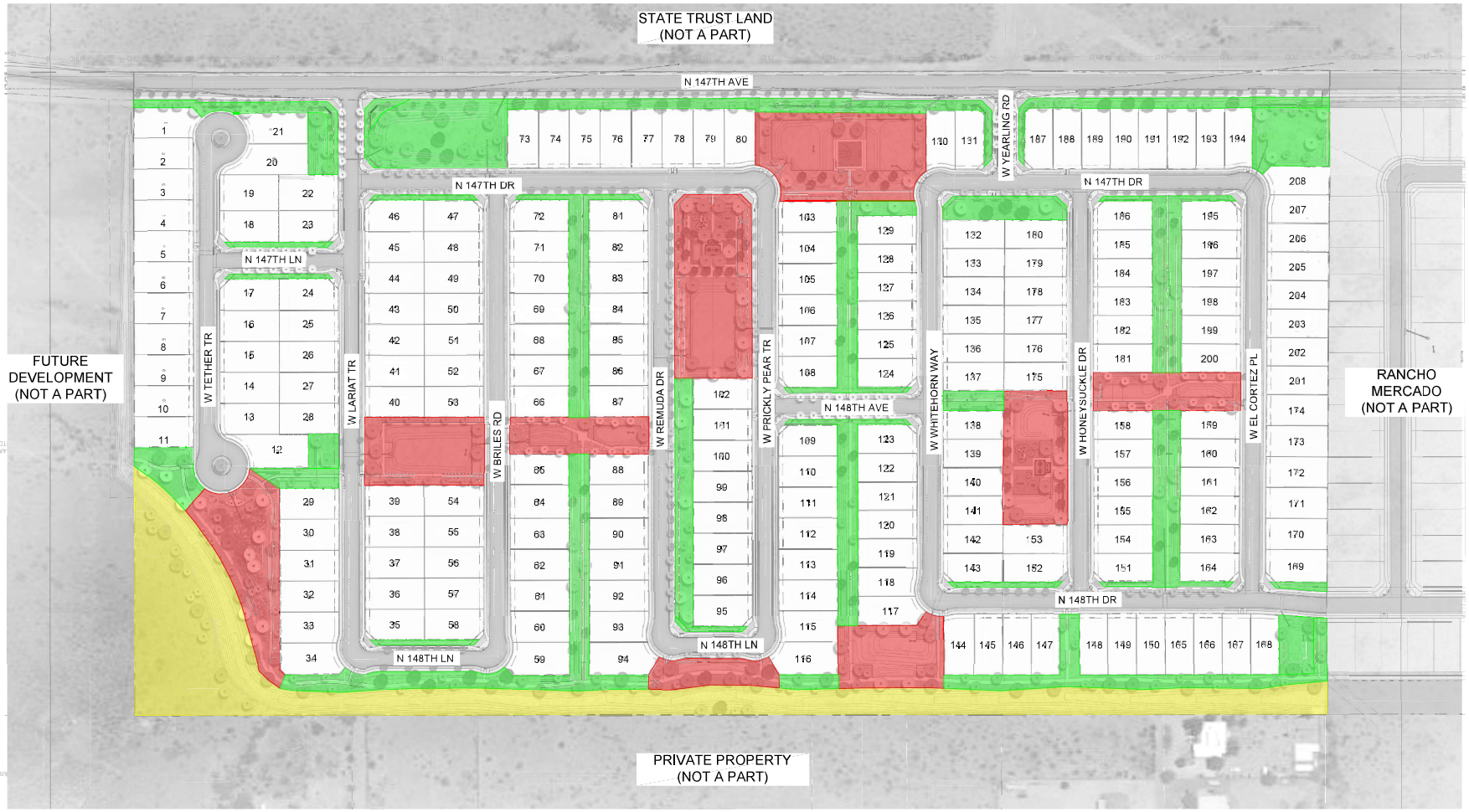
0 50' 100' 200'
SCALE: 1" = 100'-0"

For illustrative purposes only. Subject to change without notice.

FS20-823 3RD SUBMITTAL

LEGEND

	ACTIVE OPEN SPACE	7.23 AC	35%
	PASSIVE OPEN SPACE	8.45 AC	41%
	NATURAL OPEN SPACE	4.79 AC	23%
	TOTAL OPEN SPACE	20.47 AC	



BONITA RANCH • **OPEN SPACE CALCULATIONS**

SURPRISE, ARIZONA
06/30/2021
20001710
KAX GROUP

SCALE: 1" = 100'-0"

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PAGE 16 of 16

FS20-823 3RD SUBMITTAL

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Aerial Photography Date
Page 1345 of 1370

SURPRISE
ARIZONA

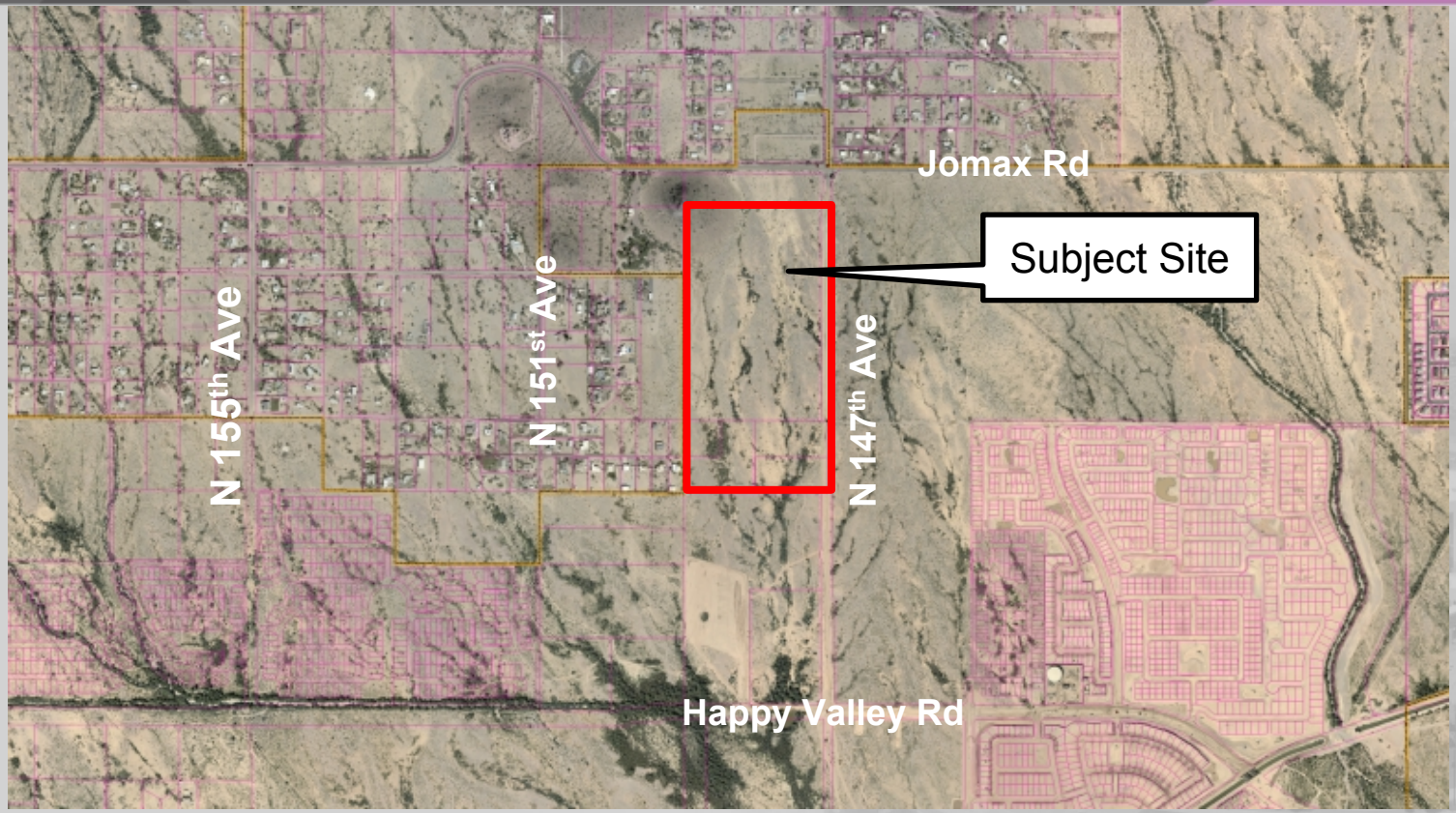
FS20-823
Bonita Ranch
Preliminary Plat

City Council

October 19, 2021

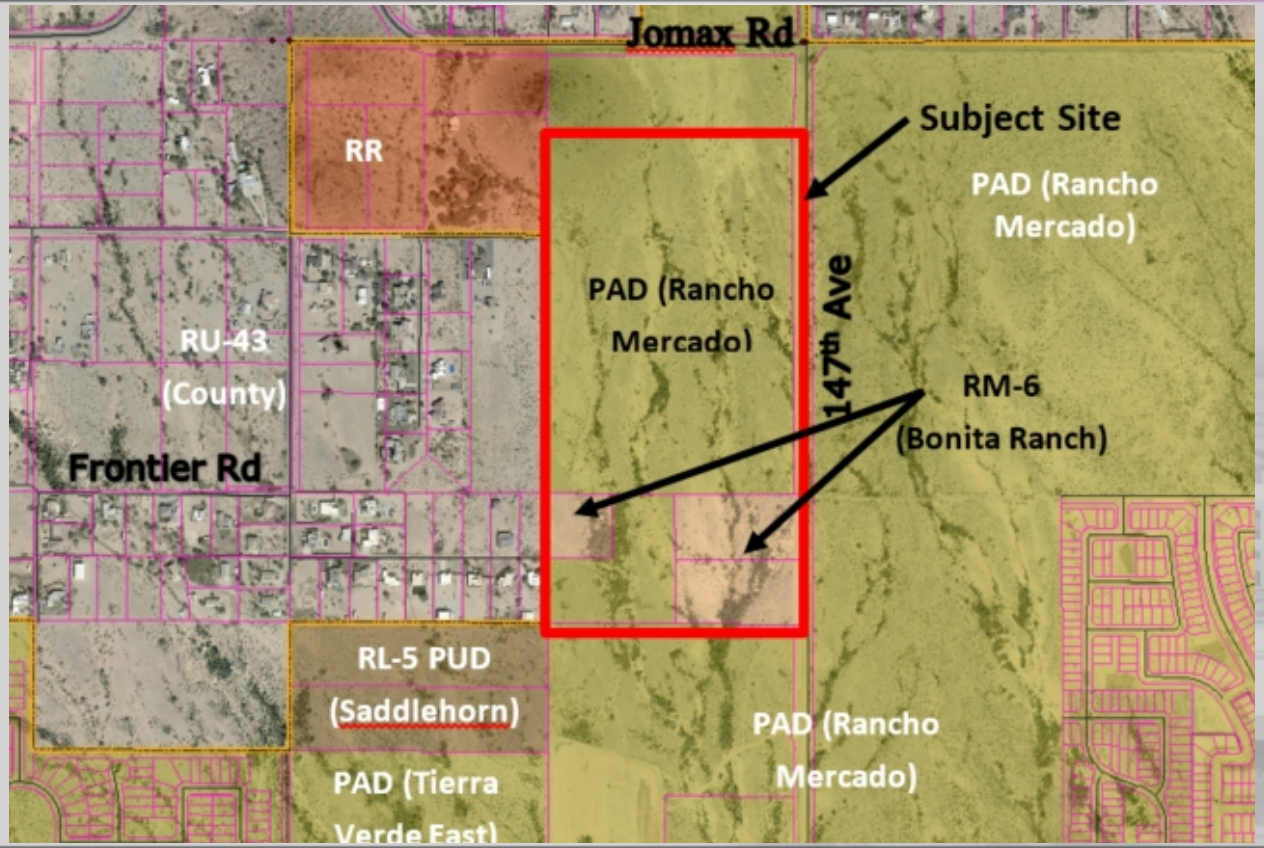
VICINITY MAP

FS20-823
Bonita Ranch PP

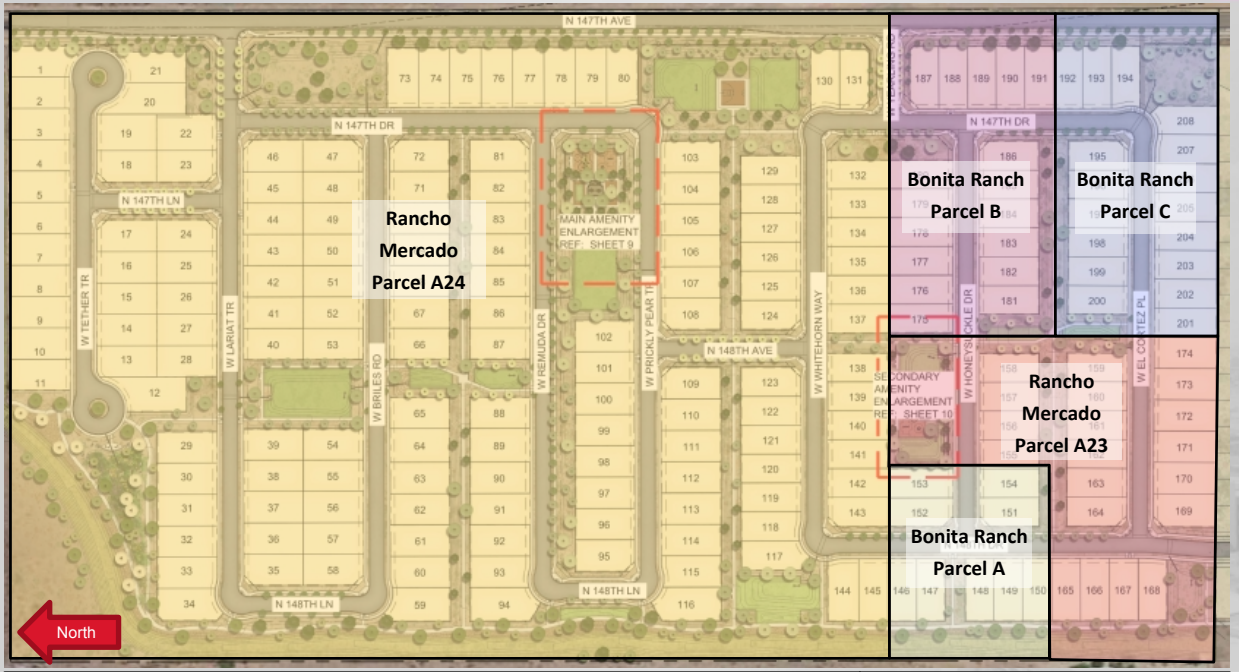


CASE MAP

FS20-823
Bonita Ranch PP



Preliminary Plat



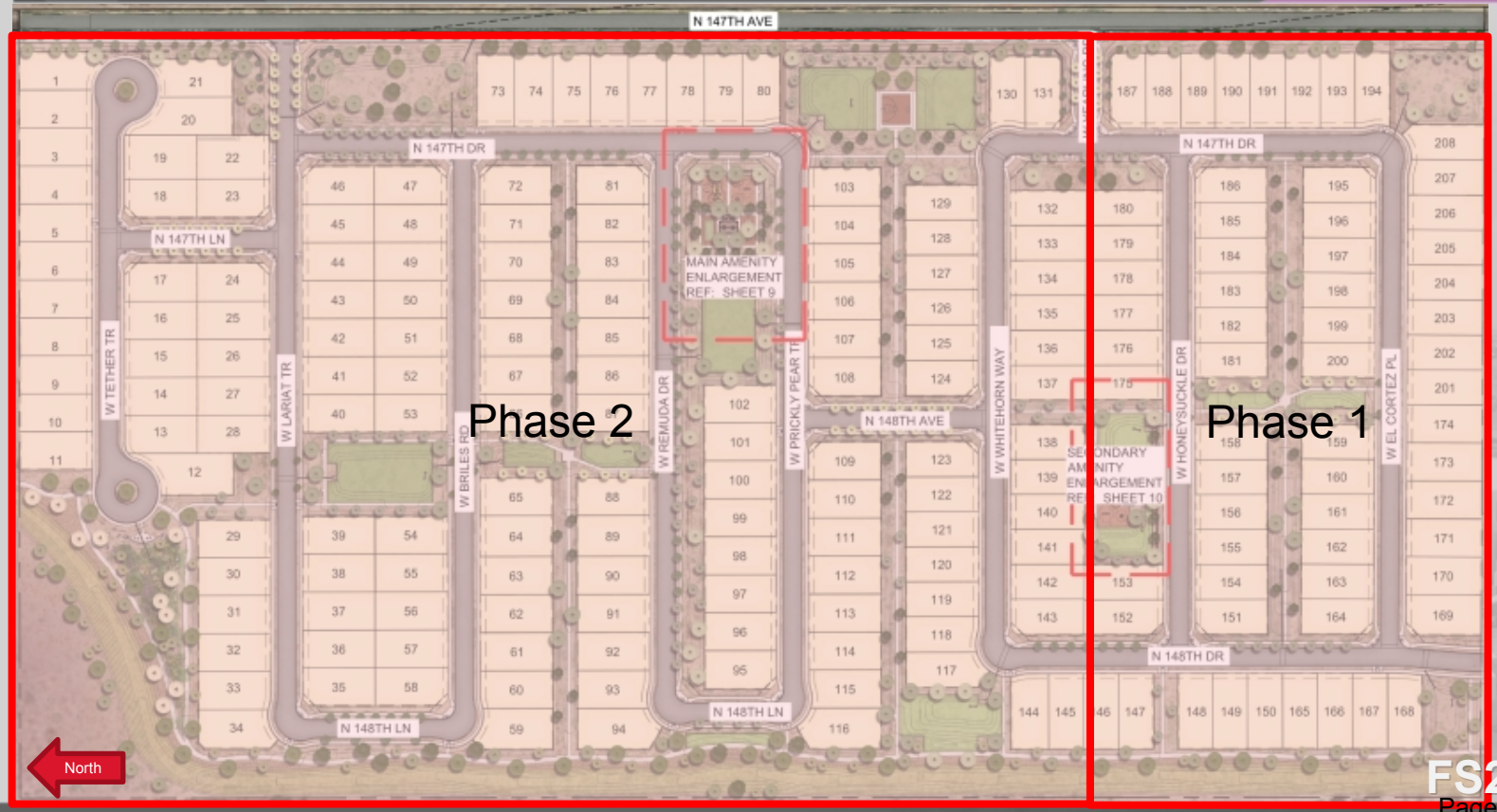
RESIDENTIAL PARCEL DATA

ZONING	LOTS	LAND USE	LOT SIZES	GROSS ACRES	NET ACRES*	OPEN SPACE	NO. LOTS	NET DU/AC	% OPEN SPACE
RANCH MERCADO PAD	1-145 & 153-174	LDR	58'x110', 63'x115'	60.52 AC	58.28 AC	17.96 AC	167	2.87	30.8%
RM-6 PUD	146-152	LDR	58'x110'	2.49 AC	2.49 AC	0.81 AC	7	2.81	32.5%
RM-6 PUD	175-208	LDR	58'x110'	10.00 AC	9.17 AC	1.70 AC	34	3.71	18.7%
* GROSS AREA LESS ARTERIAL ROW			TOTAL	73.01 AC	69.94 AC	20.47 AC	208	2.97	29.3%

SITE DATA

CASE# CR20-604	
APN'S	SEE TABLE RIGHT
EXISTING ZONING	SEE TABLE BELOW
GROSS SITE AREA	73.01 AC
ARTERIAL ROAD R/W	3.07 AC
NET SITE AREA	69.94 AC
NUMBER OF LOTS	208
GROSS DENSITY	2.85 DU/AC

Phasing


N 147TH AVE
N 147TH DR
N 147TH LN
N 148TH AVE
N 148TH DR
N 148TH LN
W TETHER TR
W LARIAT TR
W BRILES RD
W REMUDA DR
W PRICKLY PEAR TR
W WHITEHORN WAY
W HONEYSUCKLE DR
W EL CORTEZ PL
MAIN AMENITY ENLARGEMENT REF: SHEET 9
SECONDARY AMENITY ENLARGEMENT REF: SHEET 10
Phase 2
Phase 1
North

Access

FS20-823
Bonita Ranch PP



Landscape & Amenities



Landscape & Amenities





FS20-823

Landscape & Amenities





Landscape & Amenities





Landscape & Amenities





Landscape & Amenities





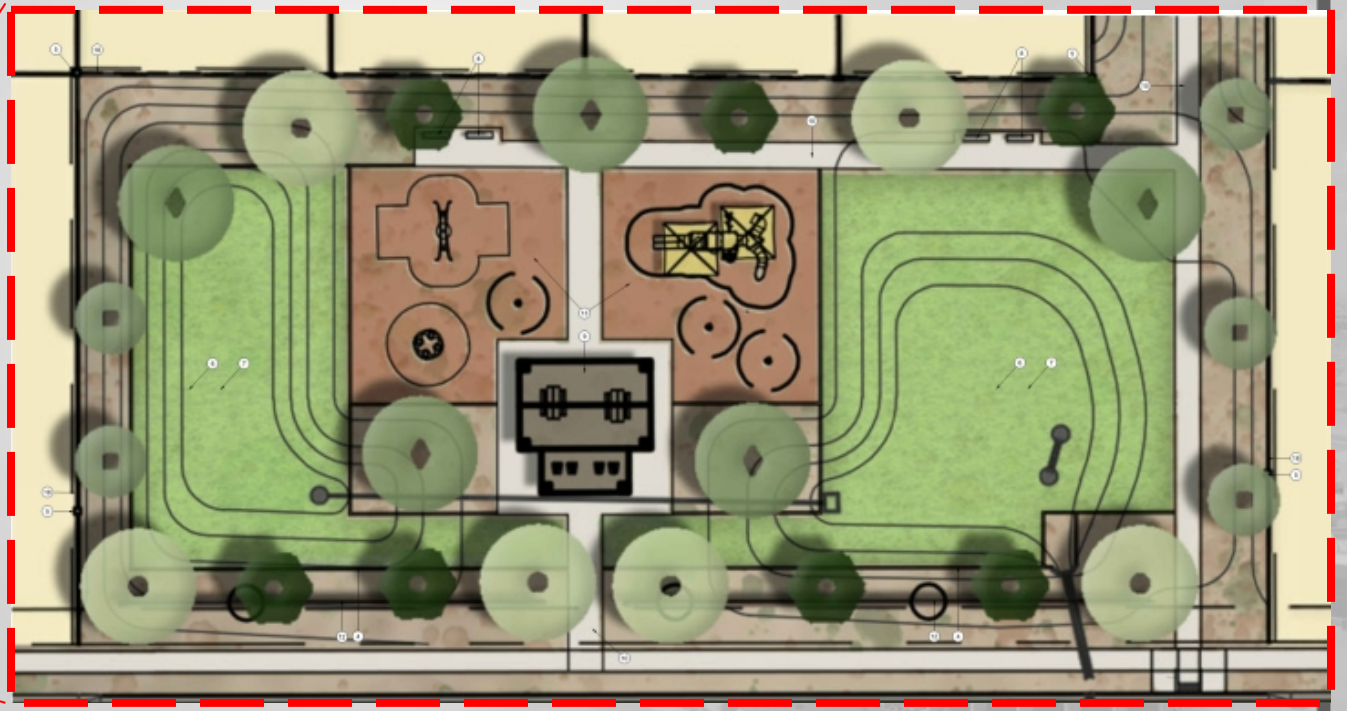
Landscape & Amenities





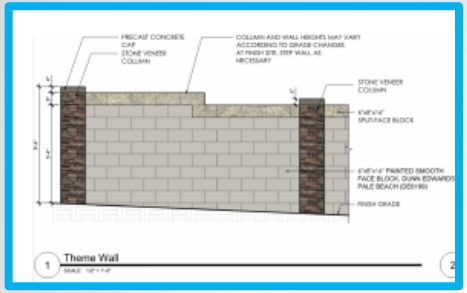
Landscape & Amenities

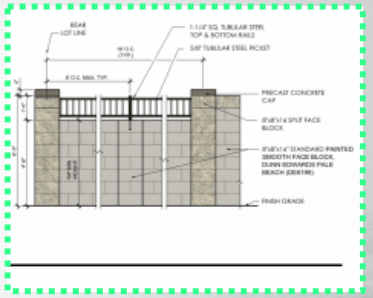


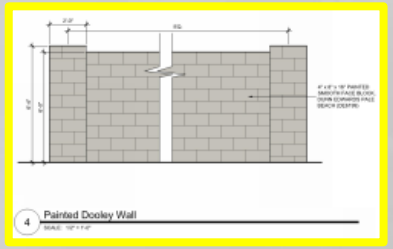


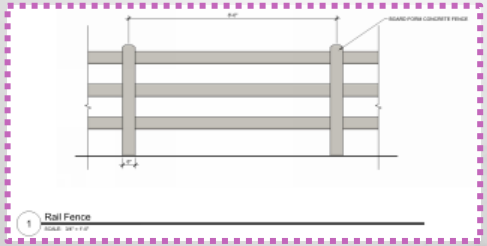
Wall Plan




1 Theme Wall




4 Painted Dooley Wall


1 Rail Fence


BONITA RANCH
3 Entry Monument

Trails


N 147TH AVE
N 147TH DR
N 147TH LN
W TETHER TR
W LARIAT TR
W BRILES RD
W REMUDA DR
W PRICKLY PEAR TR
N 148TH AVE
W WHITEHORN WAY
W YEARLING RD
W HONEYSUCKLE DR
W EL CORTEZ PL
N 148TH DR
N 148TH LN
RANCHO MERCADO (NOT A PART)
REGIONAL TRAIL CONNECTION TO RANCHO MERCADO
North

Open Space



LEGEND

	ACTIVE OPEN SPACE	7.23 AC	35%
	PASSIVE OPEN SPACE	8.45 AC	41%
	NATURAL OPEN SPACE	4.79 AC	23%
	TOTAL OPEN SPACE	20.47 AC	

RECOMMENDATION

The Planning and Zoning Commission recommend **Approval** to the Mayor and City Council subject to stipulations ‘a’ – ‘d’.

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

Stipulations

a. Development and use of the site shall be consistent with the Preliminary Plat entitled “Preliminary Plat for Bonita Ranch”, prepared by Atwell and received July 29, 2021.

b. Landscaping of the site shall be consistent with the Preliminary Landscape Plan entitled “Bonita Ranch Preliminary Landscape Submittal”, prepared by RVi Planning + Landscape Architecture and received July 29, 2021.

c. Prior to the City approving a final plat, site plan, or building permit within the property, the applicant shall provide the City with a Notice of Payment from William Lyon Homes, Inc., that the Happy Valley West (“HVW”) Buy-in Fee, the Happy Valley East (“HVE“) Buy-in Fee, and the Water Buy-in Fee, as applicable, all as described in the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement), as amended, have been paid.

d. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 19, 2021 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action authorizing the acquisition of fee title, or lesser interest, in real property generally located along the Norwich Drive alignment in and near and west of 181st Drive, within Section 10, Township 4 North, Range 2 West in Surprise, Arizona, by dedication, donation, purchase, or eminent domain; Resolution # 2021-158.

Motion:
I move to approve Resolution #2021-158.

Background:
Arizona Revised Statutes 9-241 and 12-1111, among others, provides authority for the City of Surprise Arizona to acquire real property necessary or proper to carry out its purposes. The City is looking to expand roadway capacity and drainage along the Norwich Drive in and near and west of 181st Drive. Due to the North Copper Canyon development and adjacent owned properties, it is necessary and proper to acquire fee title or lesser interest in real property which is along the Norwich Drive alignment west of 181st Drive. Staff is seeking authority to acquire this real property and lesser interest by any means authorized by law.

Objective Analysis:
Acquisition of fee title to property or a lesser interest along Norwich Drive alignment west of 181st Drive will allow the development of Norwich Drive to facilitate improved traffic patterns and public safety response in the area.

Policy Compliant:
City Council has charged staff with maintaining a certain level of service, programs, and amenities throughout the community to maintain a certain quality of life for Surprise residents. This action will support that practice by ensuring that transportation and drainage facilities are improved within the City.

Financial Impact:
This action has no financial impact to the City. The real and lesser acquisition of property is being appraised and the fair market value will be used as a guide to acquire the real and lesser interest in the property by means of the most cost effective and least expensive methods necessary. Acquisition costs will be an expenditure by the developer and developer interests within the area.

Budget Impact:

This action has no budgetary impact to the City. Acquisition costs for this real and lesser title to the property were not anticipated nor included in the fiscal year 2022 budget but will be borne by development and developers within the area.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2021-158 Norwich Dr

RESOLUTION # 2021-158

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY ATTORNEY AND CITY STAFF TO TAKE ANY AND ALL ACTION NECESSARY TO ACQUIRE FEE TITLE, OR A LESSER INTEREST IN, INCLUDING BUT NOT LIMITED TO AN EASEMENT FOR DRAINAGE, AS NEEDED, TO CERTAIN REAL PROPERTY INCLUDING ANY ASSOCIATED PERSONAL PROPERTY, AS A MATTER OF PUBLIC NECESSITY BY DEDICATION, DONATION, PURCHASE, EXCHANGE, OR BY EXERCISE OF THE POWER OF EMINENT DOMAIN; AND TO SIGN ANY DOCUMENTS AND ENTER INTO ANY CONTRACTS NECESSARY TO EFFECT THE PURPOSES OF THIS RESOLUTION; AND TO TAKE ANY AND ALL OTHER ACTION AS IS LEGALLY NECESSARY TO ACQUIRE FEE TITLE OR AN EASEMENT INTEREST IN, TO AND FOR ALL NECESSARY RIGHTS-OF-WAY GENERALLY LOCATED ALONG NORWICH DRIVE IN AND NEAR AND WEST OF 181ST DRIVE.

WHEREAS, pursuant to ARS § 9-241(A), a municipal corporation may purchase, receive, hold, lease and convey property, real and personal, as may be necessary or proper to carry out the purposes of the corporation, within or without its limits;

WHEREAS, pursuant to ARS §§ 9-240, 9-276, and 12-1111 et seq., a city may exercise its power of eminent domain to acquire any property necessary or convenient for the purpose of laying out, establishing, improving and regulating the use of streets, alleys, avenues, sidewalks, parks, public grounds and off-street parking sites;

WHEREAS, the City Council of the City of Surprise ("City") has identified certain real property located generally located along the Norwich Drive in and near and west of 181st Drive, Section 10, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian in Surprise, Arizona ("Property") as necessary for the construction, extension, expansion of roadway and any associated drainage improvements;

WHEREAS, the City has determined and does hereby find that the acquisition of the Property for the construction, extension, expansion of Norwich Drive and any associated drainage improvements and related public uses and public facilities is a necessary public use and will benefit the health, safety and convenience of the City's residents;

WHEREAS, the City has authorized the expenditure, and has expended considerable public funds for the appraisal, purchase, and acquisition of real property and any necessary and associated easements;

WHEREAS, the City has acquired, will acquire, and currently owns real property within the general area of and adjacent to Property;

WHEREAS, the City Manager, City Attorney and City staff may, and are hereby authorized to initiate condemnation proceedings to acquire fee title to the Property and any associated personal property needed for the construction, extension, expansion of Norwich Drive and any associated drainage improvements and related public uses and facilities;

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

Section 1. That it is deemed necessary and essential as a matter of public health, safety, general welfare and convenience for the City of Surprise that the City acquire by dedication, donation, purchase, or eminent domain, all real and/or personal property and necessary or associated easements needed for the construction and/or expansion of roadway and drainage improvements and all related public uses and facilities along Norwich Drive, at or near and west of the 181st Drive alignment in Surprise, Arizona;

Section 2. That, in the event the City is unable to acquire the Property and/or easement by dedication, donation, or purchase, acquisition by the City's power of eminent domain is hereby authorized in order to acquire fee title to the Property along with any associated interests or easements;

Section 3. That the City Manager, City Attorney, City Staff and/or any other appropriate City official or employee, including any retained legal counsel, contractors or consultants, are hereby authorized to take all legal action necessary to acquire fee title to the Property, along with any associated interests or easements, including the right of immediate possession, by filing an action in eminent domain and/or otherwise executing and submitting all documents necessary or desirable for the City to acquire fee title to the Property;

Section 4. That the duly authorized finance officers or disbursing agents of the City are hereby authorized to pay all sums necessary to acquire fee title and any necessary or associated interests and easements in or to the Property including but not limited to, payment of all associated fees and costs for the purchase of any necessary title reports, litigation guarantees, title insurance, title policies, appraisal reports, appraisal review services, escrow fees and services, and/or closing costs, necessary for the acquisition of the Property.

APPROVED AND ADOPTED this ____ day of _____, 2021

_____
Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney