



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

Tuesday, June 7, 2022 @ 6:15 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

Juneteenth Proclamation

E. City Manager Report

1. District 1 Asante Library

None
City Manager Office

F. City Clerk Report

G. Call To The Public

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

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

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

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

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

2.	Citywide	Consideration and action on the May 17, 2022 Regular City Council Work Session and Regular City Council Meeting Minutes.	None Sherry Aguilar City Clerk
3.	Internal	Consideration and action to move the Regular Work Session and Council Meeting scheduled for Tuesday, August 2, 2022 to Monday, August 1, 2022 due to the Primary Election falling on Tuesday, August 2, 2022.	None Sherry Aguilar City Clerk
4.	District 5	Consideration and action to approve an Owner transfer of existing license #07070753/ Application #188279 for LUV 2 PLAY Liquor License/Owner Transfer located at 15495 W. Bell Road, #104, Surprise, AZ. 85388.	None Sherry Aguilar City Clerk
5.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Paloma Creek Phase 4", and dated April 8, 2022, a property generally located west of 155 th Avenue, between Happy Valley Road and Jomax Road; Case FS21-813.	Trever Fleetham Community Development
6.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Heritage Asante – Parcel 9 Phase 1" and dated March 2022, a property generally located west of 163 rd Avenue and north of Grand Avenue; Case FS21-862	None Chris Sexton Community Development
7.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Fulton Homes Escalante – Parcels 8 & 10" and dated April 1, 2022, a property located near the northeast corner of 163rd Avenue and Pinnacle Peak and Asante Boulevard; Case FS21-867	None Chris Sexton Community Development
8.	Internal	Consideration and action pertaining to amending Chapter 2, Article II, Division 3, Section 2-63 of the Surprise Municipal Code to define quorum, voting majority, and address abstentions; Ordinance # 2022-13.	Robert Wingo Legal
9.	Citywide	Consideration and action pertaining to the acceptance of the FFY2023 Dysart Unified School District No. 89 Intergovernmental Agreement; Resolution #2022-59.	Police
10.	District 3	Consideration and action pertaining to acceptance of a Temporary Construction License from Suburban Land Reserve for roadway improvements along Sweetwater Avenue near Sarival.	None Lloyd Abrams Community Development
11.	District 3	Consideration and action pertaining to acceptance of a Temporary Drainage Easement Agreement from Suburban Land Reserve for roadway improvements along Sweetwater Avenue near Sarival Avenue.	None Lloyd Abrams Community Development

REGULAR AGENDA ITEM - PUBLIC HEARING:

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

12.	District 1	Consideration and action pertaining to the Preliminary Plat entitled, "Heritage Asante – Parcels 8 & 10" and dated March 21, 2022, a property generally located west of Asante Drive and south of Pat Tillman Blvd; Case FS21-330.	None Trever Fleetham Community Development
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| 13. | Citywide | Consideration and action pertaining to the approval of written procedures to provide effective, early, and continuous public participation in the development and major amendment of the 2040 General Plan Update for all geographic and socioeconomic areas within the City of Surprise; Resolution #2022-52. | Jason Moquin
Community
Development |
| 14. | District 6 | Consideration and action pertaining to approval of a Fiscal Year 2022 budget amendment moving budget authority of \$200,000 from Economic Development Contingency General Fund to the Transportation Improvement Fund to establish project P61380, Cactus Rd (Litchfield Rd-Railroad Track); Resolution #2022-64. | None

Mike Hoover
Economic
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

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: June 7, 2022
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: June 7, 2022
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person:
District: Citywide

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

Agenda Wording:

Juneteenth Proclamation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 7, 2022
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person:
District: District 1

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

Asante Library

Motion:

Background:

At the beginning of 2020, Surprise opened its third Library in North Surprise. The design/build collaboration earned the prestigious 2022 American Institute of Architects and the American Library Association Library Building Awards, which recognizes excellence in both the architectural design and planning of libraries.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 7, 2022
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 May 17, 2022 Regular City Council Work Session and Regular City Council Meeting Minutes.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 05172022 Reg Work Session Minutes
 2. 05172022 Reg Mtg Minutes
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CITY OF SURPRISE
Regular City Council Work Session
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, May 17, 2022 @ 4:00PM

- **A. Call To Order**

Mayor Hall called the Regular Council Work Session to order at 4:00 p.m. at the Surprise City Hall located at 16000 N. Civic Center Drive, Surprise, AZ. 85374.

- **B. Also in attendance with Mayor Hall were Vice-Mayor Aly Cline and Councilmembers Jack Hastings, Patrick Duffy, Roland Winters and Chris Judd. Councilmember Remley was excused.**

G. Call to the public:

Michael Diefendorf, a Surprise resident brought up 3 topics. 1) Online zoom for Council meetings for those that cannot attend. 2) Last Saturday made a left to run off of Cactus on to Litchfield Rd., that part of the road is smooth but on the southbound side the road is being cut up already, I am hoping with new growth in the City, a call has gone out to the utilities to take care of this before the road is completed. 3) Enjoy the Police Ride Along Program, currently they are suspended to the public. What criteria are they using to decide to reopen?

- **1. Presentation and discussion pertaining to an update to the Central Arizona Project (CAP).**

Central Arizona Project (CAP) Board Director, Ben Graff gave a detailed powerpoint presentation on this item.

Councilmember Judd questioned the tier process and how water is allocated.

Councilmember Winters asked about the smaller towns near Scottsdale, what happens to these people? Mr. Graff commented that these areas are not guaranteed allocation of water for these areas, this is a private negotiations with Scottsdale.

Councilmember Hastings commented on California not cutting any water uses, what is the background on this? Mr. Graff gave an explanation of California's standing with CAP and prior negotiations from some time ago.

Vice Mayor Cline commented on an article from California, covering canals with solar

panels, creates condensation and slowing water from evaporating. Mr. Graff commented that ambient heat evaporates the water not the direct sun.

Councilmember Duffy it seems every year the snow wasn't much in Colorado this year. Desalination?

Mr. Graff responded that this is absolutely 100% in our future for desalination, will be most viable in Mexico, and getting California off of CAP water line will be very important.

Mr. Graff commented that Surprise has been working really hard to find water saving solutions and building partnership opportunities.

Long term solutions include desalinization; augmentation; conservation; Reuse and Recovery

Mr. Graff mentioned future community meetings

VM Cline mentioned being able to use gray water in homes and residences. Is that something that is in the process?

Graff commented there is a bill coming forward addressing gray water in their homes. There is a lot of work to do on this to make it safe.

CM winters appreciates the information tonight, what it comes down to is the numbers for cost.

- **2. Presentation and discussion pertaining to annual updates to the City's financial policies.**

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

FY2023 Recommended Policy Changes

No Council questions or comments were received for this item.

- **3. Presentation and discussion pertaining to the overview and updates to the Capital Improvement Plan.**

City Manager Wingenroth thanked Council for their support putting this budget together. Staff appreciates your clear direction on the budget process. Our plan is take what your approve and put into action.

Armando Lopez has ben promoted to the City's CIP Manager. Armando continued with a powerpoint presentation to cover the 5 year CIP plan.

Councilmember Judd asked about the closeout section, and if there is a SWAT analysis

after the fact to find out if we could have done better? Yes we have a review with our team all through the process.

Mr. Lopez addressed market challenges in supplies, inflation, future market volatility.

Mayor Hall asked if there is a state law or city ordinance mandating timelines? I think these timelines are too long, we need to reduce these. We have the need right now. There is a real sense of urgency now.

Councilmember Judd agreed and commented that its frustrating when projects were approved but it takes a long time to get started.

Finance Director, Andrea Davis continued with the powerpoint presentation on this item.

Finance Director, Andrea Davis continued the presentation and asked Council to review the list of capital projects after Council prioritized at the last meeting.

Councilmember Judd asked the City Manager about the operating dollars we have to allocate, for 2 fire stations.

Ms. Davis clarified.

Councilmember Judd questioned the Bell Road Project and the amount proposed.

Mayor Hall asked for clarification on land acquisition for land for one of the fire stations. Gent commented that the land acquisition is in the process of Council will have to take action.

Councilmember Duffy asked about Sarival, Waddell to Greenway, I'm thinking about the area around Prasada. Please clarify the road projects.

Vice-Mayor Cline commented on the Bell Road Project, to add water conservation in this project.

Councilmember Winters commented on 163rd Avenue and Jomax intersection.

Parks and Recreation Director, Holly Osborn discussed the Parks and Recreation 5 year plan. Thrilled that parks is a priority, there are 3 projects on the CIP priority list. Will add a third pool, another park and park improvements.

Mayor Hall asked about the baseball fields, do you consider them pro fields?

Councilmember Judd questioned the size of pools. I love all the renderings and ideas, I hope we can find out what the wants and needs are. We need to take a look at Club Sports.

Vice-Mayor Cline somewhere on the side of all these, if we decide of fields, we need

batting cages. And also find some room for pickeball courts.

Councilmember Duffy, Club Youth Baseball is big and popular.

Parks and Recreation Commission Chair, Wayne Turner commented that if we design pro fields, they could be adaptable for youth baseball. It's a real need that we need now. The next Parks & Recreation meeting will be Monday, August 22nd, with a public forum.

Ms. Davis reviewed the timeline for June 7th for final adoption.

- **L. Adjournment**

Councilmember Winters made the motion to adjourn the Regular Council Work Session at 5:45 p.m. Vice-Mayor Cline seconded the motion. 6 yes votes, 1 excused (Councilmember Remley). Motion carried to adjourn.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, May 17, 2022.**

Sherry Ann Aguilar, City Clerk, MMC

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

Tuesday, May 17, 2022 @ 6:00PM

- **A. Call To Order**

Mayor Hall called the Regular Council Meeting of Tuesday, May 17, 2022 to order at 6:00 p.m. In attendance with Mayor Hall were Vice-Mayor Aly Cline, Councilmembers Jack Hastings, Patrick Duffy, Chris Judd and Roland Winters. Councilmember, Ken Remley was excused.

- **1. Invocation**

The invocation was led by Janica Anseil

- **D. Proclamation and Community Acknowledgements**

- **2. Proclamation - recognizing Citizen Patrol**

Mayor Hall read aloud the proclamation recognizing our City's Citizens Patrol.

- **1. New Surprise Youth Council Swearing-in Oath**

Gina Neria, Youth Services Coordinator introduced 14 new Youth Council Members up to the podium to receive the oath of office by City Clerk, Sherry Aguilar.

**Braedan Aftanski
Peyton Anthony
Camila Bassoco
Sophia Bell
Ethan Burca
Kate Donick
Maisey Donick**

**Madeline Mize
Nikki Paumi
Lily Robert
Eli Salazar
Amaya Smith
Vamsi Thirumala Reddy
Michaela Williams**

1. CONSENT AGENDA:

No items were removed from the Consent Agenda by Council.

Councilmember Hastings made the motion to approve the Consent Agenda items 1 - 6. Councilmember Duffy seconded the motion. 6 yes votes, 1 excused (Councilmember Remley). Motion carried.

7. Consideration and action pertaining to approval of the Preliminary Plat entitled, "Marisol Ranch" and dated February 16, 2022, a property generally located south of the Dove Valley Road alignment, north of the Lone Mountain Road alignment, and east of the 163rd Avenue alignment; Case FS20-256.

City Planner Trever Fleetham gave a powerpoint presentation on this item.

Councilmember Winters and Councilmember Judd both asked for clarification on the issues regarding flooding and the wash that runs through the area and what the solution will be and also will these be natural open space? Attorney, Rod Jarvis representing the project responded that the answer is yes this will connect to the overall trail system.

City Planner, Trever Fleetham gave a powerpoint presentation on this item.

Councilmember Winters thanked Trever for the presentation and asked about the flooding from the wash? Has that been resolved?

Councilmember Winters asked about extending Lone Mountain Road. Lloyd Abrams clarified

Councilmember Judd asked if the washes be natural open space? Will this be open to the public?

Councilmember Winters made the motion to approve this item. Vice-Mayor Cline seconded the motion. 6 yes votes, 1 excused (Councilmember Remley). Motion carried.

8. Presentation and discussion pertaining to the codification of City Council procedures regarding quorum and voting.

City Attorney Wingo gave a brief powerpoint presentation for this item.

Mr. Wingo commented that this is a topic that has been on my radar for a while, the definition of a quorum is not clear in City Code but it is clear for Boards and Commissions so it needs to be codified. Attorney Wingo commented that we generally follow Robert's Rules Of Order but it opens up different interpretations, codifying will make it clear for everyone.

Councilmember Hastings asked for clarification and reconsideration if there are Councilmembers that are not present. Councilmember Hastings also asked about recusal and conflict of interest.

City Attorney Wingo said that at the next meeting, he can bring forward a definition of appearance of impropriety and what the options are.

Councilmember Judd commented that he is in favor of having flat rules that take out the ability to politize something.

City Attorney Wingo explained the definition of a quorum and ask that Council consider a recommendation that a majority of Council, excluding vacancies shall constitute a quorum. He will bring forward an action item at a future Council Meeting for consideration.

J. City Council Reports

Councilmember Judd report that he will held the District 6 Meeting tomorrow night at Venue Tap Room - 6:00 p.m. monthly meeting; Citizens Patrol Dinner on Saturday night; Dysart held Athlete of the Month quarterly dinner; Church

of the Palms IHELP Tour; Toured Ford Proving Grounds; Surprise Community Grant Program, received 39 proposals. We were able to fund 34 of the 39 proposals.

Councilmember Winters - Friday night Community Meeting last Friday night, good questions about Jomax Road; Citizens Patrol Dinner; thanked constituents, staff and co-workers while he was hospitalized.

Vice-Mayor Cline commented that she attended a lot of the same events over the last month that have been already mentioned.

Councilmember Hastings - Commented on attending the Fire Department promotions Ceremony; attended community outreach/grants meeting, long meeting but almost the most rewarding; attended a Surprise Youth Council meeting; attended Citizens patrol dinner; meet and greet this Thursday night at State 48;

Councilmember Duffy commented that he attended The Honor Health Ribbon Cutting, impressed with the facility, has an emergency room and doctors and nurses on staff.

Mayor Hall reminded everyone that City offices will be closed on Monday, May 30th in observance of Memorial Day; The Northwest Regional Library is planning a summer kick-off event for the summer reading program and 20th anniversary of the library, Saturday, June 4th from 9 a.m. to 11 a.m.; The Surprise Human Services Department is looking for volunteers for a Day of Service event on Wednesday, June 15th.

I. Other Business and Future Agenda Items

Mayor Hall asked for a trail system review.

K. Executive Session

No Executive Session was held.

L. Adjournment

Mayor Hall asked for a motion to adjourn. Vice-Mayor Cline made the motion to adjourn the Regular Council Meeting of Tuesday, May 17,

**2022 @ 6:44 p.m. Councilmember Winters seconded the motion.
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, May 17, 2022.**

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 7, 2022
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Internal

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

Consideration and action to move the Regular Work Session and Council Meeting scheduled for Tuesday, August 2, 2022 to Monday, August 1, 2022 due to the Primary Election falling on Tuesday, August 2, 2022.

Motion:

I move to move the Regular Work Session and Council Meeting scheduled for Tuesday, August 2, 2022 to Monday, August 1, 2022 due to the Primary Election falling on Tuesday, August 2, 2022.

Background:

- **Sec. 2-65. - Meeting, location and time.**

Regular meeting of the city council will be held on the first and third Tuesday of each month at 6:00 p.m. at City Hall, 16000 N. Civic Center Plaza, Surprise, Arizona, unless otherwise provided in the public notice.

Work sessions may be held for the purpose of presentations to and discussions with council. Action by council at work sessions is limited to general consensus, conveying questions or requesting information. No formal action of the city council may be taken at work sessions.

Special meetings may be convened by the mayor at any time.

The city council may call, vacate, or change the date, time or location of a specific meeting by majority vote.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013; Ord. No. 2014-03, § 2, 1-28-2014).

Objective Analysis:

Policy Compliant:

Yes

Financial Impact:

N/A

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 7, 2022
Submitting Department: City Clerk
Staff Recommendations: None

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

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

Agenda Wording:

Consideration and action to approve an Owner transfer of existing license #07070753/ Application #188279 for LUV 2 PLAY Liquor License/Owner Transfer located at 15495 W. Bell Road, #104, Surprise, AZ. 85388.

Motion:

I move to approve an Owner transfer of existing license #07070753/ Application #188279 for LUV 2 PLAY Liquor License/Owner Transfer located at 15495 W. Bell Road, #104, Surprise, AZ. 85388.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. CD05.10.2022_LUV 2 PLAY SURPRISE-15495 W BELL RD 104
 2. FINANCE 05.10.2022_LUV 2 PLAY SURPRISE-15495 W BELL RD 104
 3. Fire15495 W Bell Rd Ste 104 Luv 2 Play Liquor License
 4. luv2play appl
 5. PD LUV 2 PLAY Series 7
 6. CD LUV 2 PLAY Series 7
-



MEMO

Date: 05/10/2022

To: Sherry Aguilar, City Clerk
Linda Stevens, Deputy City Clerk

From: Sarah Williams

RE: Liquor License Application – LUV 2 PLAY SURPRISE-15495 W BELL RD 104

Business License Status:

- ☐ Application link emailed on .
- ☒ License # 1023362 , current and valid for 2022 .
- ☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.



MEMO

Date: 05/10/2022

To: Sherry Aguilar, City Clerk
Linda Stevens, Deputy City Clerk

From: Sarah Williams

RE: Liquor License Application – LUV 2 PLAY SURPRISE-15495 W BELL RD 104

Business License Status:

- ☐ Application link emailed on .
- ☒ License # 1023362 , current and valid for 2022 .
- ☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.



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



May 19, 2022

To: Sherry Ann Aguilar, City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Luv 2 Play
15495 W Bell Rd, Ste 104
Surprise, AZ 85374

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

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

If you have any questions feel free to contact me.

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

State of Arizona
Department of Liquor Licenses and Control

Created 04/26/2022 @ 03:25:46 PM

Local Governing Body Report

LICENSE

Number:	07070753	Type:	007 BEER AND WINE BAR
Name:	LUV 2 PLAY		
State:	Pending		
Issue Date:		Expiration Date:	02/28/2023
Original Issue Date:	04/03/1970		
Location:	15495 W BELL ROAD STE 104 SURPRISE, AZ 85374 USA		
Mailing Address:			
Phone:	(855)752-9002		
Alt. Phone:	(951)264-3097		
Email:			

Currently, this license has pending applications.

AGENT

Name:	CHRISTINA DENA COUNTS
Gender:	Female
Correspondence Address:	15495 W BELL ROAD STE 104 SURPRISE, AZ 85374 USA
Phone:	(602)561-2967
Alt. Phone:	
Email:	CHRISTINA@LUV2PLAY.COM

OWNER

Name:	COUNTS 2 PLAY, LLC		
Contact Name:	CHRISTINA DENA COUNTS		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23242744	State of Incorporation:	AZ
Incorporation Date:	07/01/2021		
Correspondence Address:	15495 W BELL ROAD STE 104 SURPRISE, AZ 85374 USA		
Phone:	(623)230-2038		
Alt. Phone:			
Email:	CHRISTINA@LUV2PLAY.COM		

Officers / Stockholders

Name:	Title:	% Interest:
HARRY ANTHONY COUNTS JR	MEMBER	50.00
CHRISTINA DENA COUNTS	MEMBER	50.00

COUNTS 2 PLAY, LLC - MEMBER

Name: CHRISTINA DENA COUNTS
Gender: Female
Correspondence Address: 15495 W BELL ROAD
STE 104
SURPRISE, AZ 85374
USA
Phone: (602)561-2967
Alt. Phone:
Email: CHRISTINA@LUV2PLAY.COM

COUNTS 2 PLAY, LLC - MEMBER

Name: HARRY ANTHONY COUNTS JR
Gender: Male
Correspondence Address: 15495 W BELL ROAD
STE 104
SURPRISE, AZ 85374
USA
Phone: (602)561-2967
Alt. Phone:
Email: CHRISTINA@LUV2PLAY.COM

APPLICATION INFORMATION

Application Number: 188279
Application Type: Owner Transfer TA
Created Date: 03/10/2022

QUESTIONS & ANSWERS**007 Beer and Wine Bar**

- 1) Are you applying for an Interim Permit (INP)?
No
- 4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
No
- 8) Did the Premises phone number change?
Yes
What is the new phone number?
623-230-2038

- 10) Provide name, address, and distance of nearest school and church. (If less than one (1) mile note footage)
 School: Paradise Honors Elementary School, 15533 W Paradise Ln, Surprise, AZ 85374 (Distance 0.8 miles)
 Church: Radiant Church Surprise, 15522 W Paradise Ln, Surprise, AZ 85374 (Distance 0.6 miles)
- 11) Are you one of the following? Please indicate below.
 Property Tenant
 Subtenant
 Property Owner
 Property Purchaser
 Property Management Company
 Subtenant
- 12) Is there a penalty if lease is not fulfilled?
 No
- 13) What is the total money borrowed for the business not including the lease?
 Please list lenders/people owed money for the business.
 Paying on behalf of SellerNewtek \$266,350.95:
 Washington Federal Bank SBA Loan #:63609372-10=\$51,083.43
 Newtek Small Business Finance, LLC. SBA Loan# 88795 RID 611512 \$164,767.52
 Newtek Small Business Finance, LLC. SBA Loan# 5215288407 \$50,500.00
- 14) Is there a drive through window on the premises?
 No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
~~N/A~~ NO PATIO
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
 No
- 23) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
 Included in total sales price, not itemized price. \$5,000.00

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
BILL OF SALE	8-10-2021_Purchase_and_Sale_Agreement_Luv_2_Play_Surprise.pdf	03/10/2022
QUESTIONNAIRE	Questionnaire.pdf	03/10/2022
ALIEN STATUS	Citizenship.pdf	03/10/2022
ALIEN STATUS	Alien Harry.pdf	03/10/2022
ALIEN STATUS	STATE OF ARIZONA.pdf	03/10/2022
QUESTIONNAIRE	STATE OF ARIZONA.pdf	03/10/2022
QUESTIONNAIRE	Questionnaire Harry.pdf	03/10/2022
BILL OF SALE	3-4-22 First Amendment to Purchase and Sale Agreement - signed.pdf	03/10/2022
DIAGRAM/FLOOR PLAN	Diagram.pdf	03/10/2022
QUESTIONNAIRE	Questionnaire Harry_encrypted_.pdf	03/10/2022
	lic_licenseapp_access.pdf	04/11/2022
	Parking.pdf	04/11/2022
	April 11, 2022.pdf	04/11/2022

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

REFERENCE:

DATE: May 17, 2022

JOB NUMBER - 188279
Series #7 – Beer/Wine License
Owner Transfer - #07070753

APPLICANT:

LUV 2 PLAY

15495 W Bell Rd, STE #104
Surprise, Arizona 85374

FINDINGS:

- 1) **Evidence concerning the nature of the proposed business, its potential market and its likely customers.**
LUV 2 Play is currently open and offers an indoor playground primarily for children up to 12 years of age. games, suitable for children. In addition, there is a snack bar and a couple of party rooms for kid's parties. The market is primarily for families with younger children.
- 2) **Effect of vehicular traffic in close proximity.**
There should not be any change to vehicular traffic with the transfer of licensing. There are already an adequate number of ingress and egress points onto Bell and Reems Roads.
- 3) **The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.**
Over the last five years, there have been no reports of any liquor violations at the premises. In 2019, there was a report of a vehicle stolen that had been left in the parking lot overnight. There was also a report of a theft of \$150 pair of shoes from the open "shoe cubbies" inside the business. The business opened approximately in 2017 but was temporarily closed for some time during the COVID pandemic.
- 4) **Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.**
The hours for LUV 2 PLAY are primarily from 10 AM to 7 PM, with sometimes being open until 8 PM on weekends. There is a paint store in the same plaza, around the corner from LUV 2 PLAY, which is normally open until 5 PM except for Saturday, when it is open until 6 PM.
- 5) **Appropriateness of series license requested.**
A series 7 license is appropriate for the LUV 2 PLAY per state guidelines.

Submitted by Officer Chris Tovar #2059

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

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Submitted by Officer Chris Tovar #2059



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 7, 2022

Contact Person: Trever Fleetham

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Paloma Creek Phase 4”, and dated April 8, 2022, a property generally located west of 155th Avenue, between Happy Valley Road and Jomax Road; Case FS21-813.

Motion:

I move to approve the Final Plat entitled, “Paloma Creek Phase 4” and dated April 8, 2022.

Background:

The subject request involves a Final Plat for Phase 4 of the Paloma Creek development. The proposed Final Plat will create 110 standard lots within 29.881 gross acres for a density of 3.7 DU/Ac. The plat also includes 9.04 acres of open space, which equates to 30.25% of the total site.

Objective Analysis:

The subject Final Plat meets the requirements of the RM-9 PUD zoning, in addition to other requirements as set forth in the 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 Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 3.7 DU/Ac, the proposed Preliminary Plat is well below 8 DU/Ac.

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 - FS21-813 Paloma Creek Phase 4 Final Plat - Staff Report 060722 CC
 2. 01 - FS21-813 Paloma Creek Phase 4 Final Plat - Vicinity Map
 3. 02 - FS21-813 Paloma Creek Phase 4 Final Plat - Zoning Map
 4. 03 - FS21-813 Paloma Creek Phase 4 Final Plat - Final Plat
 5. 04 - FS21-813 Paloma Creek Phase 4 Final Plat - Landscape Plans
 6. 05 - FS21-813 Paloma Creek Phase 4 Final Plat - Luke AFB Comments
 7. FS21-813 Paloma Creek Phase 4 Final Plat - 060722 CC
-

Case: FS21-813

Project Name: Paloma Creek Phase 4 Final Plat

Council District: 1 – Acacia

Meeting Date: June 7, 2022

Planner: Trever Fleetham, AICP

Owner: Meritage Homes

Applicant: EPS Group, Inc.

Request: A Final Plat for Paloma Creek Phase 4

Site Location: Generally located north of Happy Valley Road and west of 155th Avenue

Lot Yield: 110

Area: 29.881 acres (approx.)

Density: 3.7 DU/Ac.

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

Support/Opposition: None known

Findings:

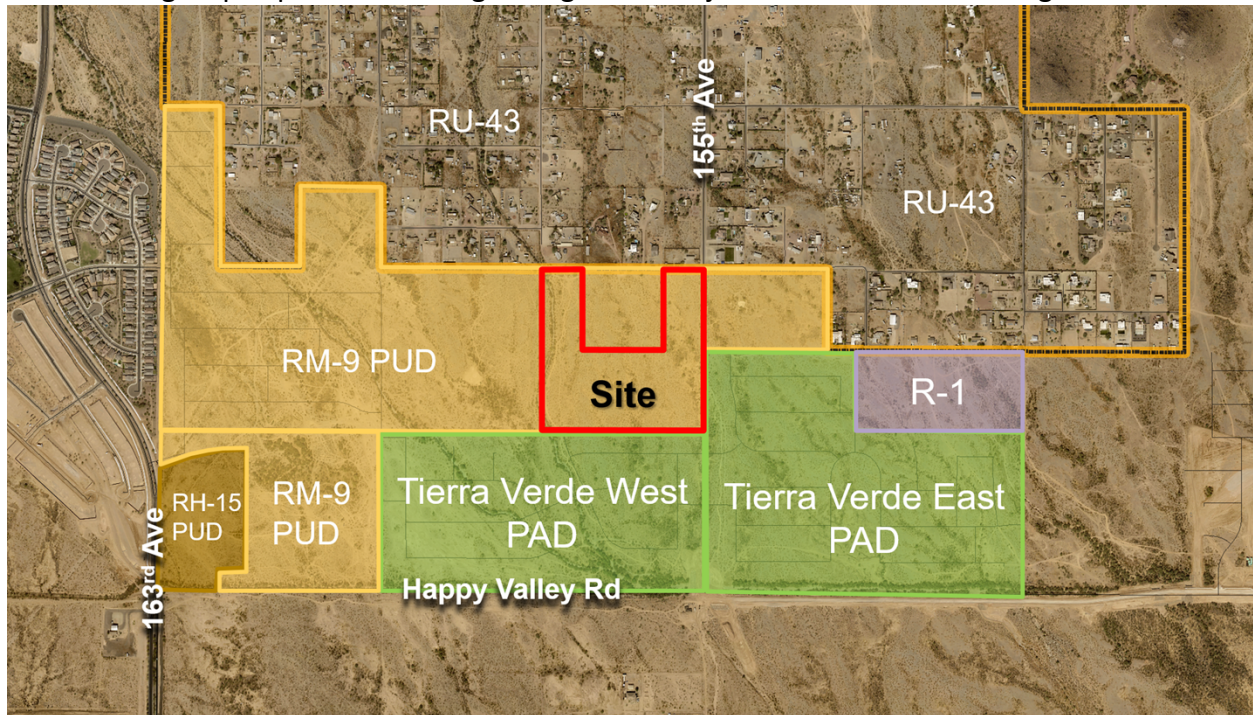
- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the RM-9 PUD zoning district as approved under case FS18-150.
- The proposed Final Plat is consistent with the Preliminary Plat as approved under FS18-150.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

PROJECT DESCRIPTION:

The subject request involves a Final Plat for Phase 4 of the Paloma Creek Development. The proposed Final Plat will create 110 standard lots.

EXISTING ZONING:

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



BACKGROUND:

January 12, 2006: The Mayor and City Council approved Ordinance 05-60, annexing a portion of the subject property into the City of Surprise.

September 5, 2019: The Mayor and City Council approved Ordinance 2019-07, annexing a portion of the subject property into the City of Surprise.

September 5, 2019: The Mayor and City Council approved FS18-150: a rezone of the subject property to RM-9 PUD and the Paloma Creek Preliminary Plat.

October 7, 2021: The applicant submitted Final Plat documents for Paloma Creek Phase 4 under case FS21-813, the subject case.

67 **ANALYSIS AND DISCUSSION:**

68
69 The proposed subdivision of the 29.881 acre site will create 110 lots with 9.04 acres of open space,
70 including 4.16 acres of active open space and 4.88 acres of passive open space. Access to the
71 subdivision will be via 155th and 156th Avenue, as well as through the other phases of the Paloma
72 Creek development.

73
74 City Council approval of the subject Final Plat will allow the applicant to obtain the civil construction
75 permits necessary to begin construction of the infrastructure associated with this development. The
76 proposed Final Plat is in substantial conformance with the Preliminary Plat, is consistent with the RM-
77 9 PUD zoning and other regulatory documents, and the reviewing agencies have expressed no
78 objections to the approval of the Final Plat.

79
80 **CONFORMANCE WITH ADOPTED PLANS:**

81
82 **Surprise General Plan 2035:** The Surprise General Plan 2035 shows the subject property as lying
83 within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac
84 or more, provided appropriate transitions are made between the various Neighborhood types
85 included within the character area. At 3.7 DU/Ac, the project most closely aligns with the Suburban
86 Neighborhood type and is consistent with the General Plan in this regard.

87
88 **REVIEWING AGENCIES:**

89
90 In addition to the standard city reviewing agencies, who indicate no objections to the requests, Luke
91 Air Force Base, Maricopa Water District, and Maricopa County Flood Control District were included
92 in the routing of this case. These agencies also indicate no objections.

93
94 **Summary:**

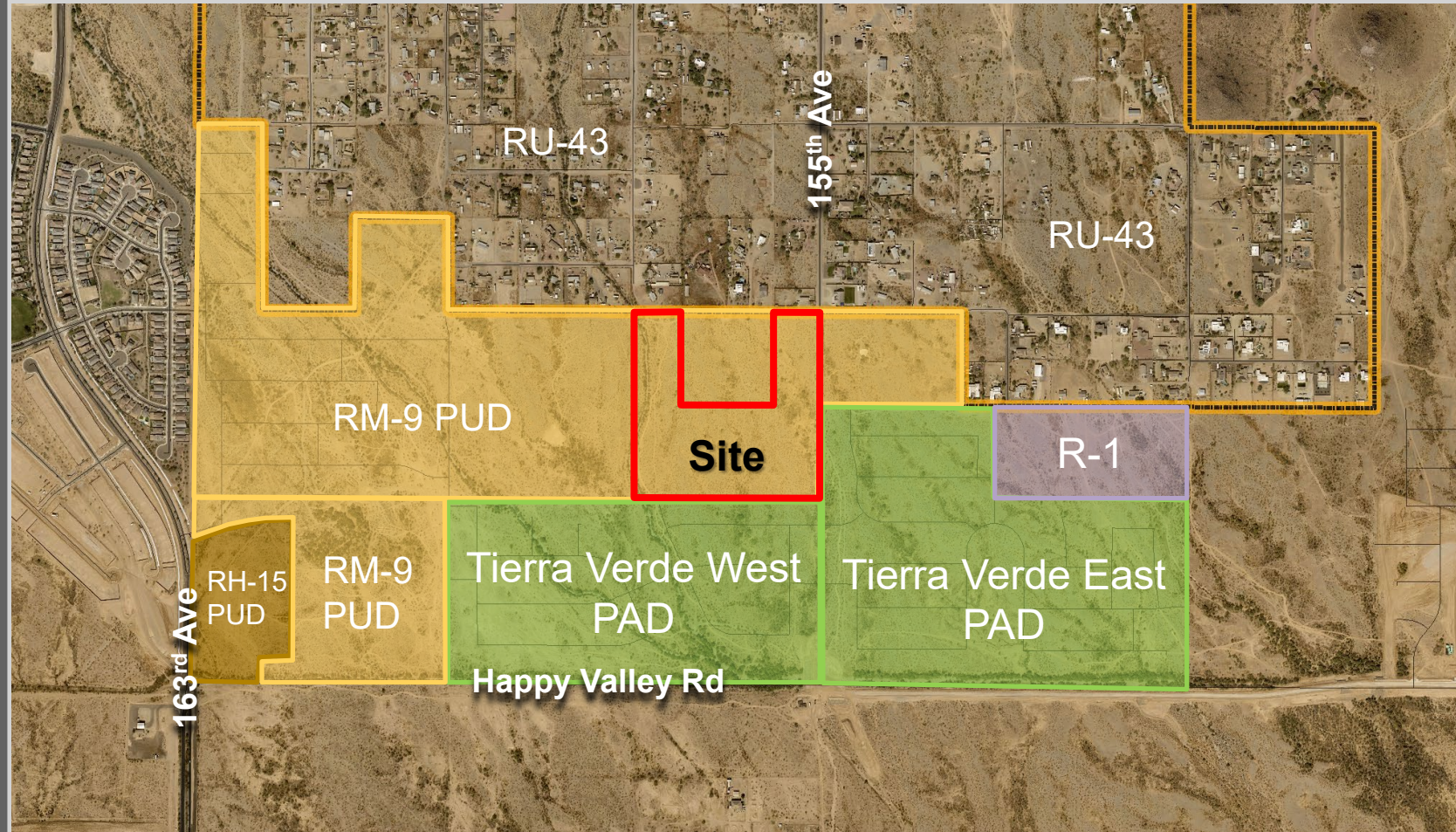
95
96 The subject Final Plat meets the requirements of the RM-9 PUD zoning, in addition to other applicable
97 requirements as set forth in the Municipal Code. All city reviewing departments have reviewed the
98 request and expressed no concerns.

99
100 **Attachments:**

101 00 Staff Report
102 01 Vicinity Map
103 02 Zoning Map
104 03 Final Plat
105 04 Landscape Plans
106 05 Luke Letter
107 PPT



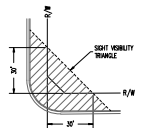
FS21-813 Vicinity Map



FS21-813 Zoning Map

GAPLE	LENGTH	PAUSE	DELTA	CHORD	CHORD RATE
C1	86.50	50.00	62057.0	71.38	1045727.78
C2	86.64	80.00	67052.0	94.62	1383273.78
C3	86.64	87.00	67061.0	94.62	1383273.78
C4	86.68	77.00	67176.0	91.62	1329737.78
C5	86.50	50.00	62057.0	71.38	1045727.78
C6	86.64	100.00	73952.0	100.00	1414737.78
C7	26.71	72.00	9461.0	31.24	462325.00
C8	15.12	127.00	432.0	15.17	184547.00
C10	14.52	127.00	432.0	14.57	177477.00
C11	45.50	100.00	17874.0	45.57	674777.00
C12	38.67	72.00	26547.0	38.67	554777.00
C13	38.64	100.00	26547.0	38.64	554777.00
C14	38.60	100.00	26547.0	38.60	554777.00
C15	38.60	100.00	26547.0	38.60	554777.00
C16	72.00	47.00	47472.0	72.00	105277.00
C17	72.00	47.00	47472.0	72.00	105277.00
C18	30.38	45.00	977.0	30.38	38277.00
C19	30.38	45.00	977.0	30.38	38277.00
C20	84.63	180.00	2347.0	84.63	20177.00
C21	58.10	150.00	6767.0	58.12	15277.00
C22	138.74	50.00	19457.0	138.74	27477.00
C23	138.74	50.00	19457.0	138.74	27477.00

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



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

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST 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" ALUMINUM CAP AT THE EAST QUARTER CORNER OF SAID SECTION 6, FROM WHICH A ALUMINUM CAP AT THE SOUTHEAST CORNER OF SAID SECTION 6, BEARS SOUTH 0 DEGREES 08 MINUTES 56 SECONDS WEST (AN ASSUMED BEARING) 2,630.37 FEET;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, SOUTH 0 DEGREES 08 MINUTES 50 SECONDS WEST, 1,318.89 FEET;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, NORTH 89 DEGREES 48 MINUTES 48 SECONDS WEST, 1,314.84 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, NORTH 0 DEGREES 04 MINUTES 14 SECONDS EAST, 1,000.00 FEET;

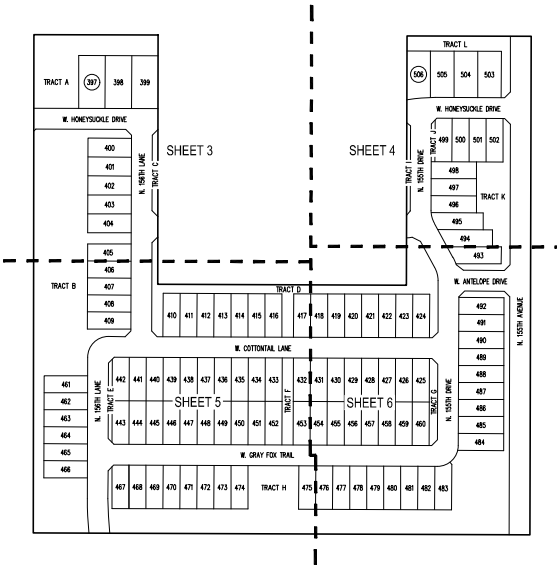
THENCE ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, SOUTH 0 DEGREES 05 MINUTES 54 SECONDS WEST, 664.84 FEET.

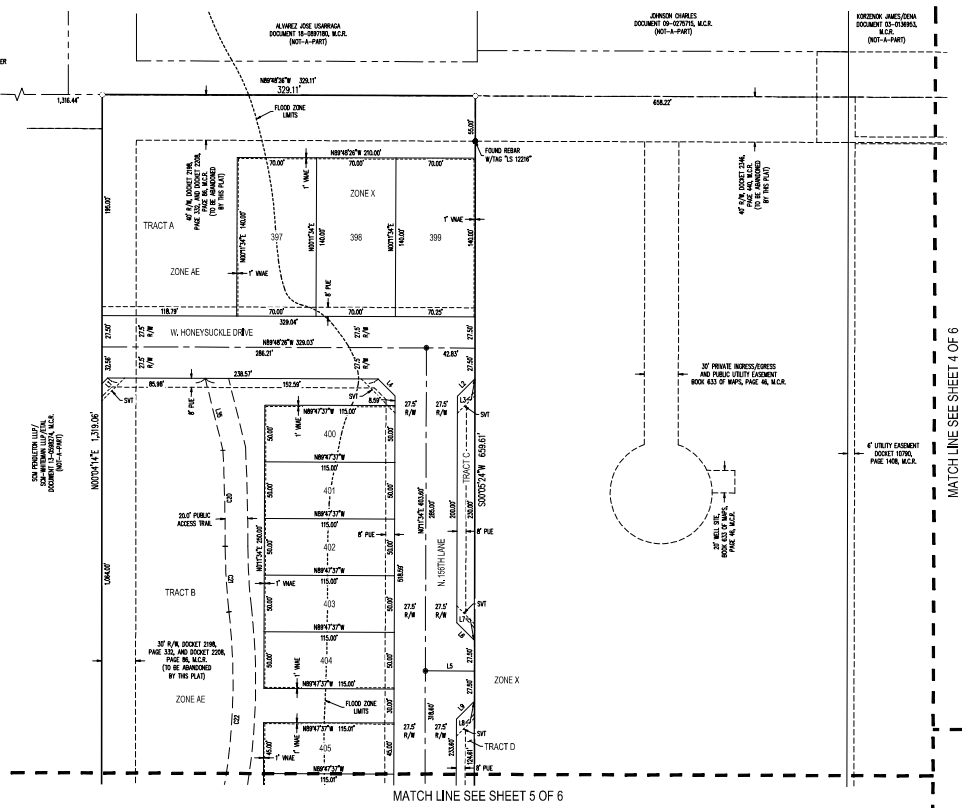
THENCE ALONG THE SOUTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTH LINE OF THE WEST HALF OF THE

NORTH-EAST QUARTER OF THE NORTH-EAST QUARTER OF THE SOUTH-EAST QUARTER OF SAID SECTION 6, SOUTH 89 DEGREES 47 MINUTES 37 SECONDS EAST, 657.77 FEET;

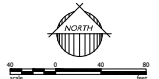
45 SECONDS EAST, 459.77 FEET;

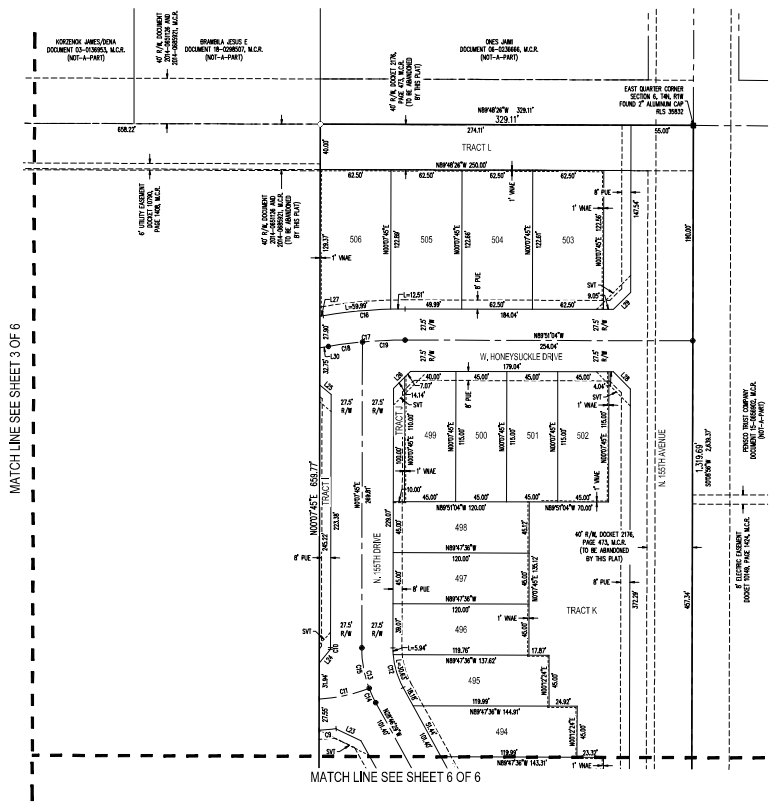
THENCE, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, SOUTH 89 DEGREES 48 MINUTES 20 SECONDS EAST, 329.11 FEET TO THE POINT OF BEGINNING.



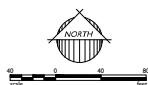


- LEGEND**
- SECTION MONUMENT AS NOTED
 - SET BRASS CAP AT COMPLETION OF CONSTRUCTION
 - SET REBAR W/ CAP RLS 6300
 - FOUND MONUMENT AS NOTED
 - REGISTERED LAND SURVEYOR
 - PUBLIC UTILITY EASEMENT
 - RIGHT-OF-WAY
 - VEHICULAR NON-ACCESS EASEMENT
 - RIGHT VISIBILITY TRIANGLES
 - PLAY BOUNDARY
 - CENTER 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
 - RIGHT VISIBILITY EASEMENT LINE





- LEGEND**
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 - EXISTING CENTER LINE
 - EXISTING RIGHT-OF-WAY
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 - EXISTING EASEMENT LINE
 - PUBLIC UTILITY EASEMENT
 - VEHICULAR NON-ACCESS EASEMENT LINE
 - RIGHT VISIBILITY EASEMENT LINE



Paloma Creek Phase 4
SURVEY, ARIZONA
FINAL PLAT

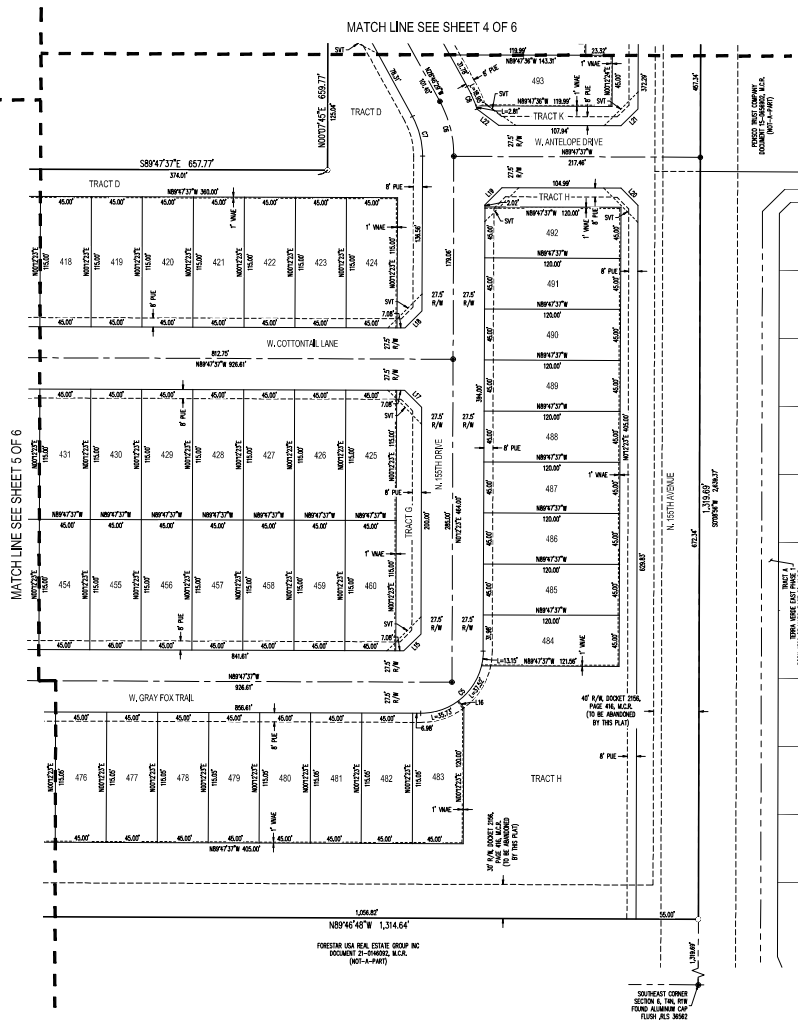
Drawn by: A.G.
Reviewed by: B.H.

Job No.
16-400.4

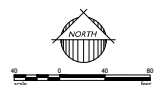
FP04

Sheet No.
4
of 6

FS21-313



SECTION	SECTION MONUMENT AS COMPLETED
●	SET BRASS CAP AT NOTION OF CONSTRUCTION
○	SET REBAR W/ CAP RLS 5X30
●	FOUND MONUMENT AS NOTED
RLS	REGISTERED LAND SURVEYOR
PUB	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
MADE	VEHICULAR NON-ACCESS EASEMENT
SVT	SLOT 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



LANDSCAPE NOTES:

1. PRIOR TO REDDING, THE LANDSCAPE CONTRACTOR SHALL WALK THE SITE TO DETERMINE THE FULL EXTENT OF EROSION WORK REQUIRED.
2. PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR AND AN OWNER'S REPRESENTATIVE SHALL INSPECT THE SITE AND DOCUMENT ANY DAMAGE TO SIDEWALKS, CURBS OR OTHER HARDSCAPES. ALL AREAS TO BE REHABILITATED UPON FINAL WALK THROUGH AND ANY DAMAGED AREAS TO BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3. LANDSCAPE CONTRACTOR TO REVIEW ALL RELATED ENGINEERING, ARCHITECTURAL AND DRAINAGE PLANS AND COORDINATE WITH THE APPROPRIATE CONTRACTOR ON ANY ITEMS WITH OVERLAPPING SCOPE. ANY DISCREPANCIES BETWEEN THE LANDSCAPE PLANS AND ANY OTHER CONSULTANT PLANS MUST BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
4. PRIOR TO CONSTRUCTION, ANY COORDINATIONS OR DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND THE SITE CONDITIONS SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
5. LANDSCAPE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL UNDERGROUND UTILITIES FOR PROTECTION PRIOR TO CONSTRUCTION. CONTACT BLUE STAKE AT 602-263-1100 OR 1-800-252-5236.
6. LANDSCAPE CONTRACTOR TO PROVIDE BARRICADES ALONG PUBLIC STREETS IF REQUIRED DURING INSTALLATION.
7. ALL QUANTITIES ON THE PLANT LIST ARE PROVIDED AS A CONVENIENCE TO THE CONTRACTOR. PLANTS TAKE PRECEDENCE. IF THE CONTRACTOR'S RESPONSIBILITY TO FIELD ESTIMATE ALL DECOMPOSED GRANITE QUANTITIES.
8. THE LANDSCAPE CONTRACTOR SHALL WARRANT ALL HANDSAPES, IRRIGATION COMPONENTS AND TREES FOR A PERIOD OF 1 YEAR. SHRUBS, ACCENTS AND UNDERGROUND CONDUITS SHALL CARRY A 90 DAY WARRANTY.
9. ALL PLANTS MUST BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO PLANTING. THE OWNER AND/OR LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIAL DEEMED IN ADEQUATE OR NOT MEETING NURSERYMAN STANDARDS.
10. DUE TO SEASONAL PLANT MATERIAL AVAILABILITY, ALL ALTERNATES AND/OR SUBSTITUTIONS ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT, OWNER OR JURISDICTION.
11. POWER POLES AND LIGHT FIXTURES ARE NECESSARY.
12. LANDSCAPE CONTRACTOR TO CONTACT THE G.C. OR OWNER'S REPRESENTATIVE BEFORE EACH APPLICATION OF EROSION CONTROL OR VEGETATION. MINIMUM 2 APPLICATIONS REQUIRED.
13. PREPARED BACKFILL FOR PLANTING SHALL BE 4 PARTS NATIVE SOIL TO 1 PART NITROGEN STABILIZED MULCH. MINIMUM MULCH SOIL BACKFILL THICKNESS TO CREATE BACKFILL PRIOR TO PLANTING IN PIT.
14. TOPSOIL TO CONFORM TO THE REQUIREMENTS OF MAG SPECIFICATION SECTION 795. PROVIDE A WRITTEN DESCRIPTION OF CERTIFICATION OF ORIGINAL ORIGIN OF TOPSOIL TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY TO THE SITE.
15. PROVIDE THE G.C. AND/OR OWNER A SAMPLE OF DECOMPOSED GRANITE FOR APPROVAL PRIOR TO DELIVERY TO THE SITE. UNLESS OTHERWISE NOTED ON PLANS, DECOMPOSED GRANITE SHALL EXTEND UNDER SHRUBS AND BE BARED UNIFORMLY ALONG WALLS, SIDEWALKS AND CURBS.
16. LANDSCAPE MAINTENANCE WITHIN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE OWNER.

IRRIGATION NOTES:

1. PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR IS TO COORDINATE ALL SLEEVING LOCATIONS WITH THE GENERAL CONTRACTOR AND/OR PAVING CONTRACTOR TO ENSURE THAT ALL SLEEVES ARE INSTALLED PRIOR TO PAVING. VERIFY ANY EXISTING SLEEVES THAT MAY HAVE BEEN PREVIOUSLY INSTALLED.
2. PRIOR TO CONSTRUCTION, VERIFY STATIC WATER PRESSURE. CONTACT LANDSCAPE ARCHITECT IF STATIC PRESSURE IS NOT ADEQUATE FOR IRRIGATION DESIGN PRESSURE ON THE IRRIGATION PLANS.
3. MAINTAIN IRRIGATION ASSEMBLIES THROUGHOUT INSTALLATION. ASSEMBLY SET TO BE TURNED OVER TO OWNER PRIOR TO ACCEPTANCE OF THE IRRIGATION INSTALL.
4. VACUUM BREAKERS SHALL BE FOLLOWING PRELIMINARY TO BE ASSEMBLED PER LOCAL JURISDICTIONAL STANDARDS AND DETAILS.
5. CONTRACTOR RESPONSIBLE FOR SUPPLYING MATERIALS AND LABOR TO PROVIDE SPECIFIED ELECTRICAL SERVICE TO ALL CONTROLLED LOCATIONS. ALL ELECTRICAL WORK TO BE PERMANENT AS THE SPECIFICATIONS AND PER LOCAL CODE.
6. ALL IRRIGATION EQUIPMENT TO BE LOCATED IN LANDSCAPE AREAS. ALL LINES AND EQUIPMENT ARE SCHEMATIC.
7. ALL MATERIAL USED SHALL BE INSTALLED AS PER PLAN AND AS PER MANUFACTURER'S SPECIFICATIONS. ALL DEVIATIONS FROM DRAWINGS OR MATERIALS USED SHALL BE APPROVED BY OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT.
8. USE COMMON TRENCHES WHERE FENCING AND TRENCHING AND MINIMUM IRRIGATION PIPE BURIED DEPTHS.
9. CONTROL WIRE SHALL BE A DIFFERENT COLOR FOR TREE LINES & SHRUB LINES. AT LEAST THREE EXTRA CONTROL WIRES TO BE RUN TO THE FARTHEST VALVE LOCATION OF THE SYSTEM.
10. IRRIGATION LINES SHALL RUN PARALLEL TO THE HIGH SIDE OF SLOPES.
11. AN 18 GAUGE TRACER WIRE OF A DIFFERENT COLOR THAN THE CONTROL WIRES SHALL BE INSTALLED WITH ALL MAIN LINES.
12. INSTALL ELECTRIC VALVES IN PLASTIC VALVE BOXES FLUSH WITH GRADE. ALL BOXES TO BE PLACED IN INCONSPICUOUS LOCATIONS AS POSSIBLE. AVOID INSTALLING VALVE BOXES AT THE BOTTOM OF ANY RETENTION AREAS WHERE FLOODING IS POSSIBLE.
13. ALL PEAK GRAVEL IN VALVE BOXES TO BE FLUSH WITH TOP OF VALVE. SO THAT VALVE IS COMPLETELY IMMERSED IN PEAK GRAVEL ALSO TO BE FREE OF DEBRIS.
14. LIMITERS TO BE PLACED ON THE UPSTREAM SIDE OF THE PLANTS. ALL PLANTS REQUIRING MORE THAN ONE Drip Emitters SHALL HAVE EMITTERS DISTRIBUTED EVENLY AROUND THE EDGE OF THE ROOT BALL.
15. CONTRACTOR TO CAP OFF ALL IRRIGATION PLANS (LIMITS AS REQUIRED) AND MARK APPROPRIATELY FOR EASY LOCATION UPON FUTURE EXPANSION.
16. PRIOR TO OWNER'S APPROVAL, AN IRRIGATION "LINE-UP" MUST BE PERFORMED AS FOLLOWS:
- A. ALL IRRIGATION EQUIPMENT (INCLUDING ALL PIPES AND SLEEVES) TO BE DOCUMENTED FROM TWO STATIONARY POINTS (USUALLY 5 FEET APART).
- B. IRRIGATION VALVES TO BE LABELED ON A SHEET OF PAPER WITH STATIONS CORRESPONDING TO MARKED LABELS ON TOP OF VALVE BOXES. THIS SHEET TO BE PLACED IN A PLASTIC POUCH AND ATTACHED TO THE INSIDE OF CONTROLLER.
- C. ALL Drip SYSTEMS TO BE FLUSHED BEGINNING WITH "Y" STRAINER AND WORKING AWAY FROM PRESSURE REGULATOR.
- D. ALL IRRIGATION SPRAY HEADS TO BE FLUSHED OF DEBRIS AND FLOW CONTROLS/ADJUSTERS ADJUSTED TO ACHIEVE 100% COVERAGE. AVOID OVERSPRAY ONTO ALL WALKS, CURBS, WALLS, EXISTING STRUCTURES OR ANCHORS. OTHER HARDSCAPE AREA ADJUST ALL HEADS/ROTORS TO PROPER HEIGHTS AND VERTICAL ALIGNMENT.
- E. ENSURE THAT NO CONTROL WIRE WAS DAMAGED DURING CONSTRUCTION AND THAT ALL VALVES ARE ELECTRONICALLY OPERABLE BY THE CONTROLLER.
- F. AUDIT ENTIRE SYSTEM FOR LEAKS OR DAMAGE DURING CONSTRUCTION.

CITY OF SURPRISE GENERAL NOTES

1. CONTRACTOR TO OBTAIN PERMITS FROM LOCAL AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER THE SITE.
2. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL THE WORK INDICATED ON THE LANDSCAPE DOCUMENTS. HE SHALL BE RESPONSIBLE FOR CAREFUL SITE INSPECTION, DETAILED REVIEW OF PLANS AND COORDINATION WITH OTHER CONTRACTORS ON-SITE PRIOR TO ANY INSTALLATION. ANY DISCREPANCIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNER'S AGENT.
3. ALL QUANTITIES PROVIDED ARE FOR REDDING PURPOSES ONLY. LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINISH GRADES IN LANDSCAPE AREAS. HE SHALL DETERMINE, WITH THE GENERAL CONTRACTOR, THE EXTENT OF ROUGH GRADING AND/OR FINE GRADING TO BE ESTABLISHED BY OTHERS.
5. ALL GRADING AND DRAINAGE SHALL BE IN ACCORDANCE WITH THE PLANS PREPARED BY THE PROJECT CIVIL ENGINEER OR AS DIRECTED BY THE OWNER'S AGENT. PROVIDE POSITIVE DRAINAGE AWAY FROM ANY BUILDING IN ALL CONDITIONS. CONTRACTOR TO MEET ALL FINISH GRADES AT PROJECT BOUNDARIES. FINISH GRADE OF LANDSCAPE AREAS SHALL BE 3" BELOW THE TOP OF ADJACENT WALKS AND CURBS PRIOR TO RECEIVING DECOMPOSED GRANITE OF GRASS SEED/SOD.
6. ALL SIGNS AND SIGNAGE REQUIRE A CITY OF SURPRISE SEPARATE PERMIT.
7. SLIGHT DISTANCE REQUIREMENTS ON MATERIALS AND COLLECTORS WILL ADHERE TO SURPRISE DETAIL 4-01. SLIGHT VISIBILITY WITHIN UNOBSTRUCTED VIEW EXISTENCE AREA AND POINT OF STOP SIGNS MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAIL 5-4-01 AND 4-02. TREES, SHRUBS, AND OTHER LANDSCAPING ARE PERMITTED WITHIN THE SLIGHT VISIBILITY TRIANGLE PROVIDED BY THIS LEAVES, NEEDLES OR OTHER FORAGE ARE KEPT BELOW 30 INCHES OR ABOVE 84 INCHES PER SURPRISE DETAIL 4-01.
8. THE LANDSCAPE AND IRRIGATION DESIGN WILL COMPLY WITH CITY OF SURPRISE LOS PER CHAPTER 8.

SPECIAL NOTES:

1. TREE ROOT BARRIERS ARE REQUIRED PER CITY OF SURPRISE LOS STD. 3-14 WHEN TREES ARE WITHIN 3' OF SIDEWALKS, CURBS, PAVEMENT OR WALLS.
2. CONTRACTOR TO INSTALL ALL MATERIALS AS SPECIFIED IN THE PLAN SET, OR IN APPROVED EQUIPMENT BY THE OWNER, LANDSCAPE ARCHITECT.
3. STREET TREES SHALL BE LOCATED IN THE LANDSCAPED AREA BETWEEN THE SIDEWALKS AND CURB. LOCAL STREETS SHALL HAVE A MINIMUM OF ONE 24 INCH BOX TREE AND FOUR FIVE-GALLON SHRUBS. AND/OR GROUND COVER PLANTS PER HOME FRONTAGE FOR LOTS UP TO 30 FEET WIDE. HOMES WITH FRONTAGES GREATER THAN 30 FEET WILL HAVE AN ADDITIONAL TREE AND TWO SHRUBS AND/OR GROUND COVER PLANTS.
4. TREE SPECIES PERMITTED WITHIN THE FOLLOWING:
- MELLOW LEAF (ACACIA SALICINA)
 - PALO BLANCO (ACACIA MILDORIANA)
 - SOUTHERN LIVE OAK (QUERCUS VIRGINIANA)
 - TEXAS MOUNTAIN LAUREL (SOPHORA SECURICOLORA)
 - DESERT WILLOW (CHILIPSE LINARIIS)
 - ASH (FRAXINUS GREGGII)
 - ARIZONA SAGE (LEUCOPHYLLUM LAMBERTII)
 - CHINESE PESTACHE (STYRACIA CHINENSIS)
 - MESQUITE (PROSOPIS JULIFLORA)
 - BROWNIOWD (CORYLIA FLORENTINA)
 - PALO VERDE (PARKINSONIA ACULEATA/LORDBA)*
 - PALO VERDE (DESERT MUSEUM)*
- * ONLY IN MEDIAN AND APPROVED ON A CASE-BY-CASE BASIS
5. TREES WITH THICKS ARE TO BE LOCATED A MINIMUM OF 10' FROM PEDESTRIAN ROUTES.
6. DEVELOPER RESERVES THE RIGHT TO REPLACE ANY TREE, OUTSIDE OF THE FOLLOWING, WITH A SALVAGED TREE OF EQUAL OR GREATER SIZE THAN WHAT IS SPECIFIED.
7. ALL IRRIGATION PIPING SHALL BE INSTALLED IN PURPLE PIPING PER CITY OF SURPRISE LOS STD. 3-203.
8. THE LANDSCAPE AND IRRIGATION DESIGN WILL COMPLY WITH CITY OF SURPRISE LOS CHAPTER 8.

SHEET INDEX

L0.1	COVER SHEET
L1-1-5.6	PLANTING PLAN
L2-1-5.7	IRRIGATION PLAN
L3.1	WALK PLAN
L4.1	ACCENTS
L5-1-5.5	DETAILS

SITE AREA

PHASE 4 AREA	1,301.614 SQFT	29.86 ACRES
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IRRIGATION DEMANDS

1. AREA OF TURF LANDSCAPE	-	6,343 SQ FT
2. AREA OF NON-TURF LANDSCAPE	-	319,957 SQ FT
3. TURF PEAK SEASON DEMAND (GPD)	-	1,474 (GPD)
4. NON-TURF PEAK SEASON DEMAND (GPD)	-	9,095 (GPD)
5. ANNUAL TOTAL DEMAND (GPD)	-	15,794.657 (GPD)

OPEN SPACE TABLE

TYPE	SQ FT	ACREAGE	PERCENTAGE OF TOTAL OPEN SPACE
ACTIVE	181,397	4.16	46%
PASSIVE	212,653	4.88	54%
TOTAL	393,850	9.04	100%
% TOTAL OPEN SPACE IN PLANT			30.25%

DEVELOPER

MERITAGE HOMES
8001 E. BARNHART DR., STE. 300
SCOTTSDALE, AZ 85250
(480) 515-6164
CONTACT: TROY HILL
troy.hill@meritagehomes.com

ENGINEER

EPS GROUP
1125 W. PINNACLE PEAK RD., STE. 136
PHOENIX, AZ 85027
(480) 503-2201 EXT. 1054
CONTACT: CHANDRA MACARTHY
chandra.mcart@epsgroup.com

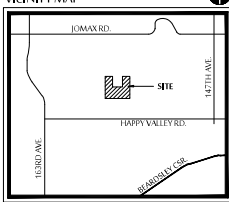
LANDSCAPE ARCHITECT

MCGOUGH ADAMSON
535 E. MCKELLIPS RD., STE. 131
MESA, AZ 85205
(602) 997-0093
CONTACT: NEKA ADAMSON, RLA
neka@mgad.com

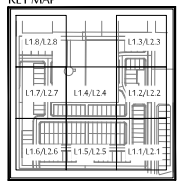
PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME	QTY.	SIZE	COMMENTS
TREES				
	ACACIA SALICINA - MELLOW LEAF	58	24" BOX	STANDARD
	ACACIA SALICINA - MELLOW LEAF	51	24" BOX	STANDARD
	CHILIPSIS SP. 'RIO SALADO' - 'RIO SALADO' DESERT WILLOW	67	24" BOX	STANDARD
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE	89	24" BOX	STANDARD
	PARKINSONIA FLORIDA - BLUE PALO VERDE	18	24" BOX	STANDARD
	PROSOPIS HYBRID 'ACT' - AZT THORNLESS MESQUITE	76	24" BOX	STANDARD
	QUERCUS VIRGINIANA - SOUTHERN LIVE OAK TREE	26	24" BOX	STANDARD
SHRUBS				
	CALLIANDRA DROPHYLLA - NATIVE FAIRY DUSTER	143	5 GAL	CAN FULL
	DODONIA VISCOSA - HOP BUSH	260	5 GAL	CAN FULL
	ENCELIA FARINOSA - BUTTERFLY BUSH	94	5 GAL	CAN FULL
	EREMOPHILA PHYGGIOPHYLLA - BLUE BELLS	301	5 GAL	CAN FULL
	JUSTITIA CALIFORNICA - CHUPAROSA	154	5 GAL	CAN FULL
	LAMBERTIA TRIDENTATA - CREOSOTE BUSH	141	5 GAL	CAN FULL
	LEUCOPHYLLUM LAMBERTII - CHIHUAHUA SAGE	259	5 GAL	CAN FULL
	SIMMONDSIA CHINENSIS - JOJOBA	134	5 GAL	CAN FULL
ACCENTS				
	AGAVE AMERICANA - AMERICAN AGAVE	34	5 GAL	CAN FULL
	ASCLEPIAS SUBULATA - DESERT MILKWEED	91	5 GAL	CAN FULL
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS	111	5 GAL	CAN FULL
	DASYLIDON WHITEFLUX - DESERT SPOON	17	5 GAL	CAN FULL
	HESPERALOE PARVIFLORA 'PERLA' - BRICKLIGHTS RED YUCCA	138	5 GAL	CAN FULL
	MUHLENBERGIA BIGENS - DEER GRASS	222	5 GAL	CAN FULL
	YUCCA RUPESCULA - TWISTED LEAF YUCCA	20	5 GAL	CAN FULL
GROUND COVERS				
	ACACIA REDOLENS - TRAILING ACACIA	145	5 GAL	CAN FULL
	AMBROSIA DELTOIDEA - TRIANGLE LEAF BURSAGE	119	5 GAL	CAN FULL
	BALAEYA MULTICAUDA - DESERT MANGOLD	207	5 GAL	CAN FULL
	LANTANA MONTENSIS - PURPLE TRAILING LANTANA	286	5 GAL	CAN FULL
SALVAGE MATERIAL - SEE SALVAGE PLAN				
	SALVAGED TREE - SEE PLAN	14	-	-
	SALVAGED CACTUS - SEE PLAN	11	-	-
	DECOMPOSED GRANITE - 3/4" SCREENED, 2" MIN. DEPTH. COLOR TO BE 'PALOMINO GOLD' BY KILAUAGA CRUSHERS			319,957 SQ. FT.
	MUD-BRICK BERMUDA TURF			6,343 SQ. FT.

VICINITY MAP



KEY MAP



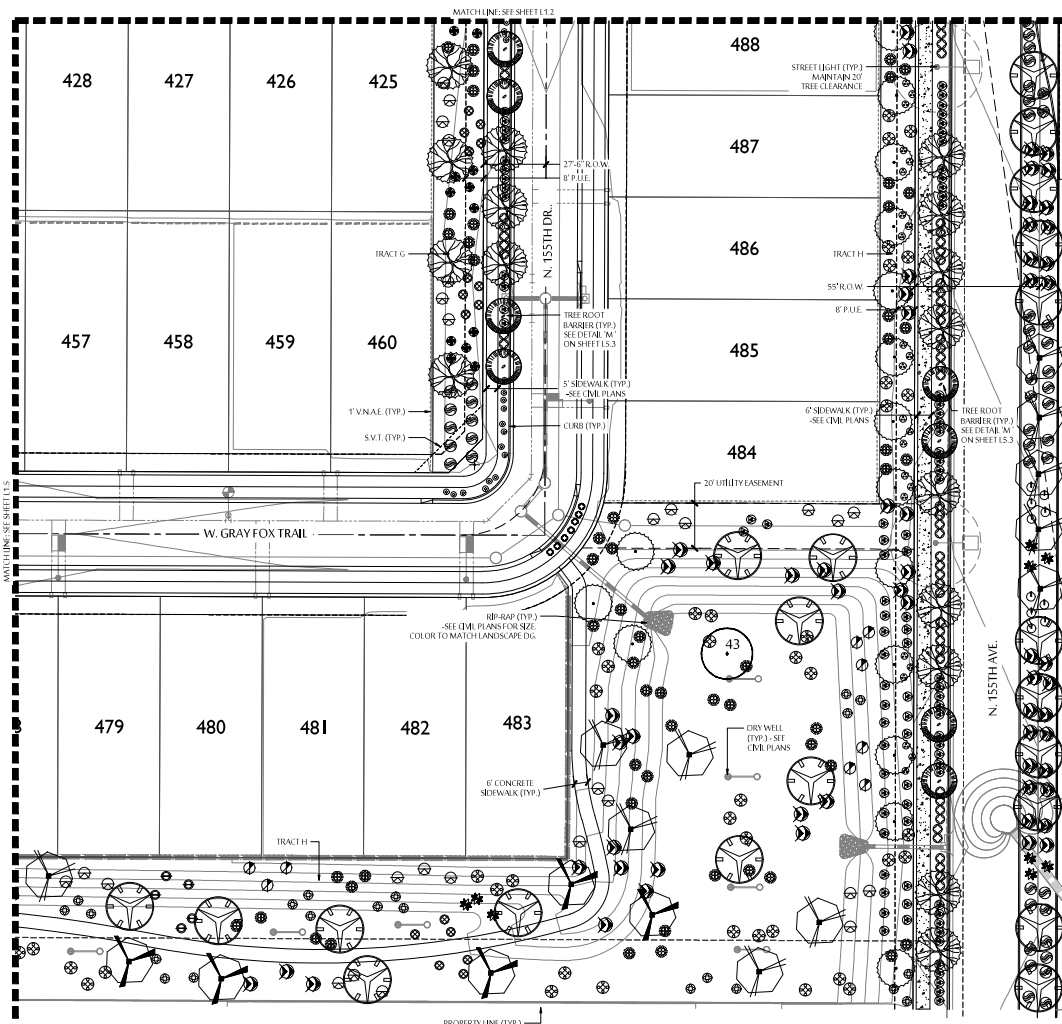
COVER SHEET
PALOMA CREEK - PHASE 4
25000 N. 163RD AVE
SURPRISE, ARIZONA 85387

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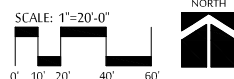
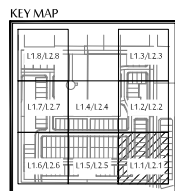
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CHECKED BY	NA
REVISIONS	
CASH NUMBER	FS21-813

SHEET NO.
L0.1



SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA SALICINA - MELLOW ACACIA
	CHILOPSIS SP. RIO SALADO - RIO SALADO DESERT WILLOW
	PARKINSONIA FLORIDA - BLUE PALO VERDE
	PROSOPIS JULIFLORA - THORNLESS MESQUITE
	QUERCUS AGRIFOLIA - SOUTHERN LIVE OAK TREE
SHRUBS	
	CALLIANDRA ERIOPHYLLA - NATIVE FARTHER DUSTER
	DODONAEA VISCOSA - HOP BUSH
	ENCELIA FARINOSA - BOTTLEBUSH
	ERIOPHILA HYSSOPIFOLIA - BLUE BELLS
	JATROPHA GOSSEI - CREOSOTE BUSH
	LEUCOPHYLLUM LAURIFOLIUM - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	ASCLEPIAS TUBEROSA - DESERT MILKWEED
	BOUGAINVILLEA GLABRA - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	HEPERALOE PARVIFLORA - BRANFLOUTS RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	YUCCA ELATA - TWISTED LEAF YUCCA
GROUND COVERS	
	ACACIA PEDUNCULATA - TRAILING ACACIA
	AMBROSIA DELTOIDEA - TRIANGLE LEAF BURSAGE
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
	LANTANA MONTEVIDENSIS - PURPLE TRAILING LANTANA
SALVAGE MATERIAL - SEE SALVAGE PLAN	
	SALVAGED TREE - SEE PLAN
	SALVAGED CACTUS - SEE PLAN
	DECOMPOSED GRANITE - 3/4" SCREENED, 2" MIN. DEPTH COLOR TO BE PALOMINO GOLD BY KILGUS CRUSHERS
	MID-IRON BERMUDA TURF



McGough Adams
Landscape Architects
Land Planning
Irrigation

555 E. MCCLURE RD., SUITE 131
MESA, ARIZONA 85203
PHONE: (602) 997-8093

Expire: 12-31-2023

PLANTING PLAN
PALOMA CREEK - PHASE 4
25000 N. 163RD AVE
SURPRISE, ARIZONA 85387

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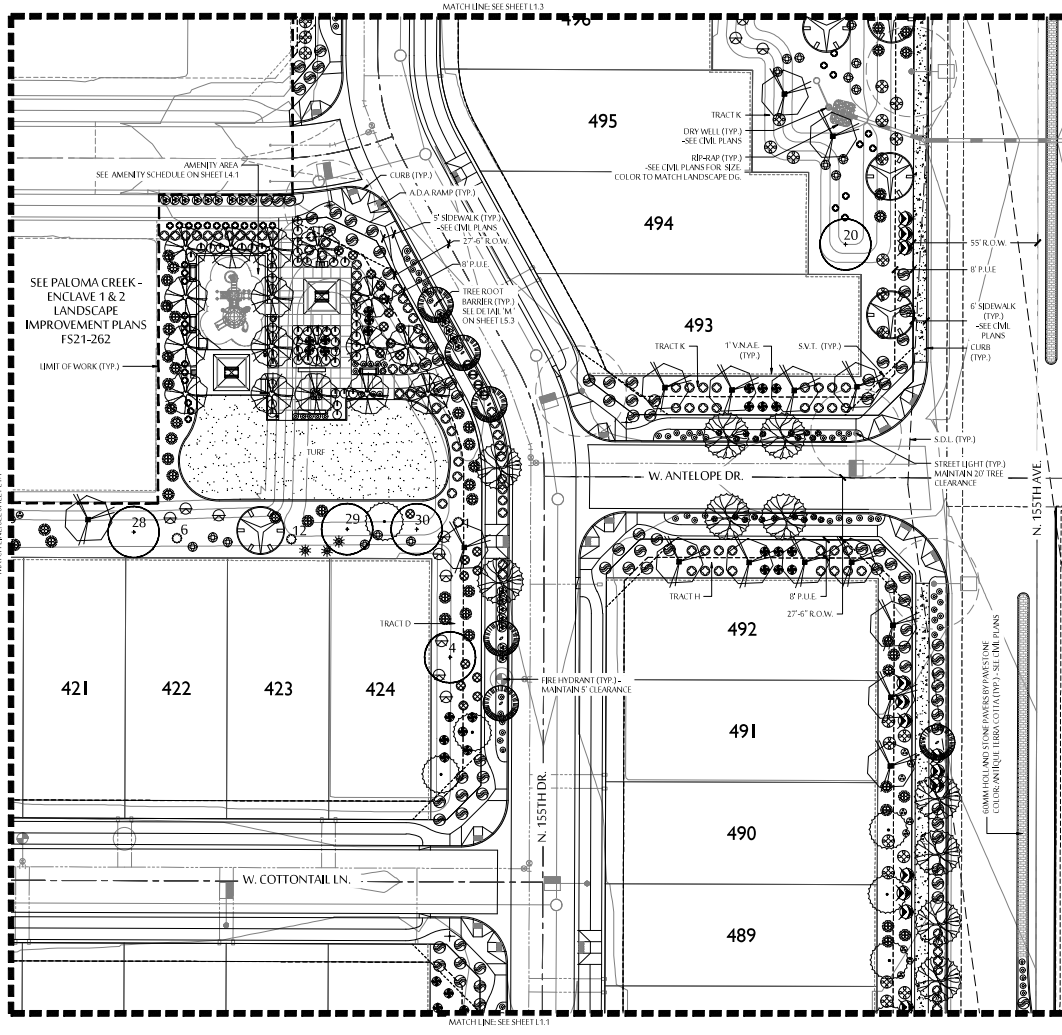
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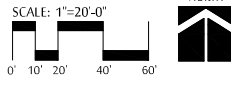
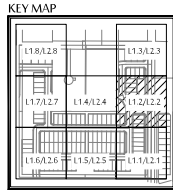
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SHEET NO. L1.1

2 OF 24



PLANT LEGEND	
SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA SALIGNA - MELLOW ACACIA
	CHILOPSIS SP. RIO SALADO - RIO SALADO DESERT WILLOW
	PARKINSONIA FLORIDA - BLUE PALO VERDE
	PROSOPIS JULIFLORA - THORNLESS MESQUITE
	QUERCUS VIRGINIANA - SOUTHERN LIVE OAK TREE
SHRUBS	
	CALLIANDRA ERIOPHYLLA - NATIVE FARTHER DUSTER
	DODONAEA VISCOSA - HOP BUSH
	ENCELIA FARINOSA - BRITTLE BUSH
	ERIOPHILA HYSSOPIFOLIA - BLUE BELLS
	JUSSIEA CALIFORNICA - CHURPARROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAURIFOLIUM - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	ASCLEPIAS TUBEROSA - DESERT MILKWEED
	BOUTELLOIA GRACILIS - BLONDE AMBITION GRASS
	DASYATIS WHEELERII - DESERT SPOON
	HEPERALOE PARVIFLORA - RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	YUCCA RUPICOLA - TWISTED LEAF YUCCA
GROUND COVERS	
	ACACIA DREPANOLOBIUM - TRAILING ACACIA
	AMBROSIA DELTOIDEA - TRIANGLE LEAF BURSAGE
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
	LANTANA MONTEVIDENSIS - PURPLE TRAIL PLANT LANTANA
SALVAGE MATERIAL - SEE SALVAGE PLAN	
	SALVAGED TREE - SEE PLAN
	SALVAGED CACTUS - SEE PLAN
	DECOMPOSED GRANITE - 3/4" SCREENED, 2" MIN. DEPTH. COLOR TO BE PALOMINO GOLD BY KILAUEA CRUSHERS
	MID-IRON BERMUDA TURF



555 E. MCQUEEN RD. SUITE 131
MESA, ARIZONA 85205
PHONE: (602) 997-6093

James E. McGough
Professional Engineer
License No. 10000
State of Arizona

PLANTING PLAN
PALOMA CREEK - PHASE 4
25000 N. 163RD AVE
SURPRISE, ARIZONA 85387

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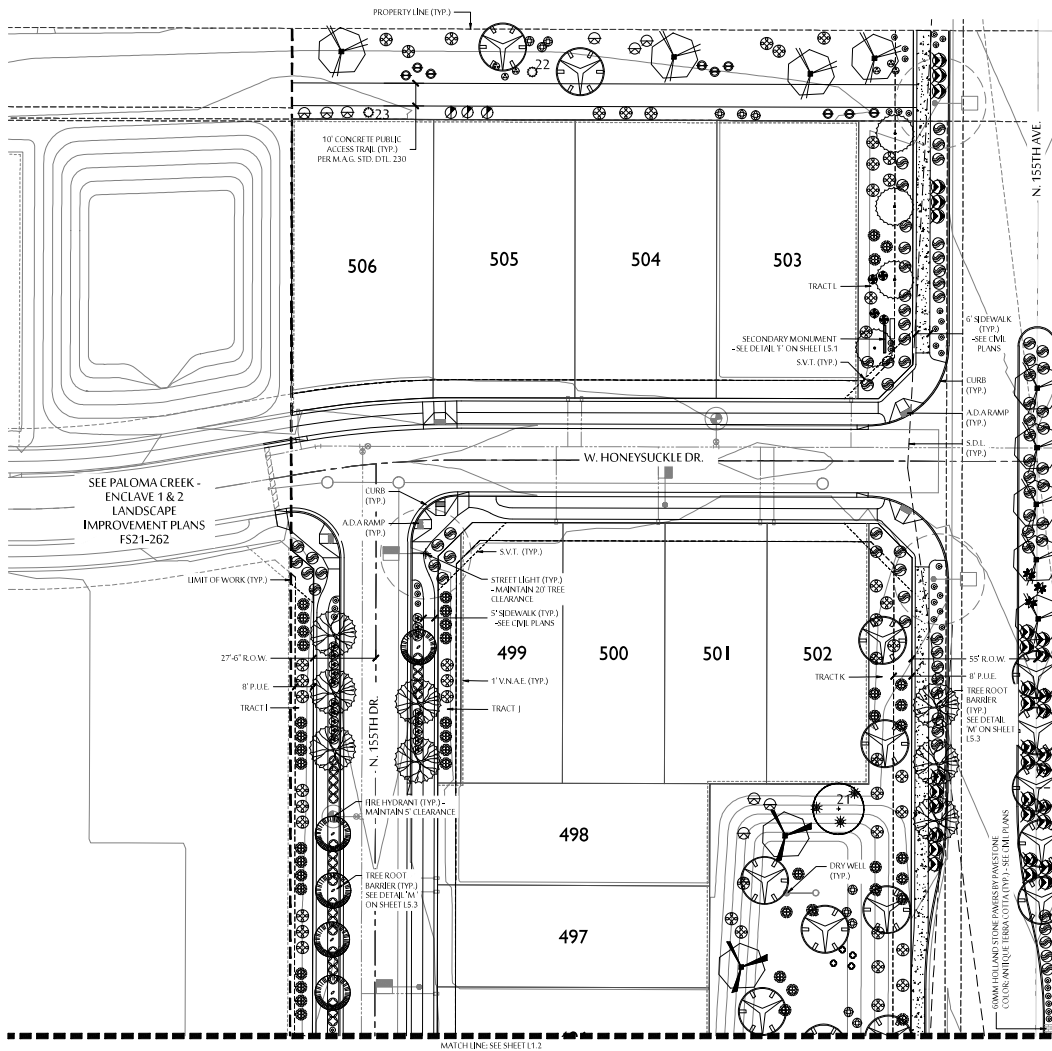
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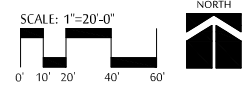
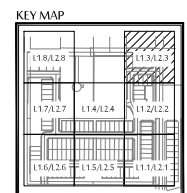
CASH NUMBER: F521-813

SHEET NO. L1.2

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PLANT LEGEND	
SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA SALIGNA - MELLOW ACACIA
	CHILOPSIS SP. RIO SALADO - RIO SALADO DESERT WILLOW
	PARKINSONIA FLORIDA - BLUE PALO VERDE
	PROSOPIS JULIFLORA - THORNLESS MESQUITE
	QUERCUS AGRIIFOLIA - SOUTHERN LIVE OAK TREE
SHRUBS	
	CALLIANDRA ERIOPHYLLA - NATIVE FERRY DUSTER
	DODONAEA VISCOSA - HOP BUSH
	ENCELIA FARINOSA - BRITTLEBUSH
	ERIOPHILA HYSSOPIFOLIA - BLUE BELLS
	EUPHORBIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAMATUM - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	ASCLEPIAS TUBEROSA - DESERT MILKWEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	EUPHORBIA COROLLATA - BRACKET LIGHTS RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	YUCCA ELATA - TWISTED LEAF YUCCA
GROUND COVERS	
	ACACIA GREGGII - TRAILING ACACIA
	AMBROSIA DELTOIDEA - TRIANGLE LEAF BURSAGE
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
	LANTANA MONTEVIDENSIS - PURPLE TRAILING LANTANA
SALVAGE MATERIAL - SEE SALVAGE PLAN	
	SALVAGED TREE - SEE PLAN
	SALVAGED CACTUS - SEE PLAN
	DECOMPOSED GRANITE - 3/4\"/>



MCGOUGH
ADAMSON
Landscape
Architects
Land
Planning
Irrigation

535 E. MCCLIPPS RD., SUITE 131
MESA, ARIZONA 85205
PHONE: (602) 997-8093

James H. Smith
Professional Engineer
License No. 10000
State of Arizona

PLANTING PLAN
PALOMA CREEK - PHASE 4
 25000 N. 163RD AVE
 SURPRISE, ARIZONA 85387

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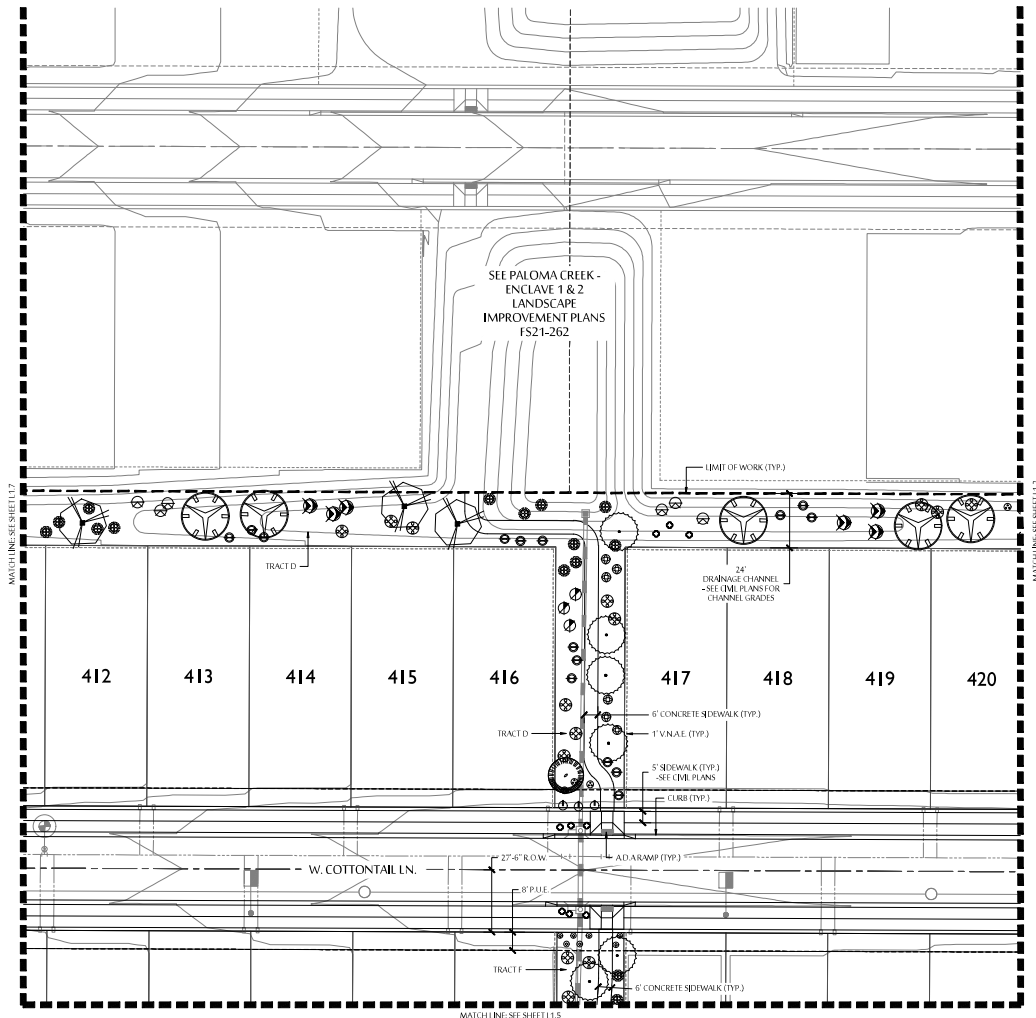
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 DATE 02-15-22
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REVISIONS:

CASH NUMBER FS21-813

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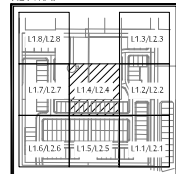
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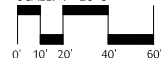
PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA NEURA - MUGLOW ACACIA
	ACACIA SALICINA - MELLOW ACACIA
	CHILOPSIS SP. RIO SALADO - RIO SALADO DESERT WILLOW
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE
	PARKINSONIA FLORIDA - BLUE PALO VERDE
	PROSOPIS HYBRID AZT - AZT THORNLESS MESQUITE
	QUERCUS VIRGINIANA - SOUTHERN LIVE OAK TREE
SHRUBS	
	CALLIANDRA ERIOPHYLLA - NATIVE FARTY DUSTER
	DODONAEA VISCOsa - HOP BUSH
	ENCELIA FARINOSA - BRITTLE BUSH
	ERIOPHILA HYSSOPIFOLIA - BLUE BELLS
	JUSSIEA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAURATUM - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	ASCLEPIAS SUBULATA - DESERT MILKWEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	HEPERALOE PARVIFLORA PERPA - BRANFLIGHTS RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	YUCCA RUPICOLA - TWISTED LEAF YUCCA
GROUND COVERS	
	ACACIA DELTOIDEA - TRIANGLE LEAF BURSAGE
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
	LANTANA MONTEVIDENSIS - PURPLE TRAIL PLANT LANTANA
SALVAGE MATERIAL - SEE SALVAGE PLAN	
	SALVAGE D TREE - SEE PLAN
	SALVAGED CACTUS - SEE PLAN
	DECOMPOSED GRANITE - 3/4\"/>

KEY MAP



SCALE: 1"=20'-0"



PLANTING PLAN PALOMA CREEK - PHASE 4

25000 N. 163RD AVE
SURPRISE, ARIZONA 85387

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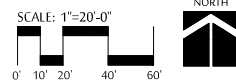
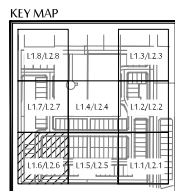
CASH NUMBER FS21-813

SHEET NO. L1.4

5 OF 24

[illegible]

PLANT LEGEND	
SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA ANTLURA - MUGUA TREE
	ACACIA SALICINA - WILLOW ACACIA
	CHILOPSIS SP. 'RIO SALADO' - 'RIO SALADO' DESERT WILLOW
	PARINSONIA HYBRID - DESERT MUSEUM PALM VERDE
	PARINSONIA FLORIDA - BLUE PALM VERDE
	PROSOPIS HYBRID - 'AZT' - AZT THORNLESS MESQUITE
	QUERCUS VIRGINIANA - SOUTHERN LIVE OAK TREE
SHRUBS	
	CALLIANDRA ERIOPHYLLA - NATIVE FERRY DUSTER
	DODONAEA VISCOsa - HOP BUSH
	ENCELIA FARINOSA - BOTTLEBUSH
	EREMOPHYLLA HYDROPHANA - BLUE BELLS
	JUSTICIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LYCUM FULLUM - LAM TANG - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	ASCLEPIAS TUBEROSA - BUTTERFLY MILKWEED
	BOUTELLOUA CURTIPETALA - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	HESPERALOE PARVIFLORA - BRICK LIGHTS RED YUCCA
	MEXICAN BLUE AGAVE - BLUE GRASS
	YUCCA ARBORESCENS - TWISTED LILY YUCCA
GROUND COVERS	
	ACACIA DREOLOLUS - TRAILING ACACIA
	AMBROSIA DELTOIDEA - TRIANGLE LEAF BURSAGE
	BALAEYA MULTICAULIS - DESERT MARIGOLD
	LANTANA CAMARA - PURPLE TRAILING LANTANA
SAVAGE MATERIAL - SEE SAVAGE PLAN	
	SAVAGED TREE - SEE PLAN
	SAVAGED CACTUS - SEE PLAN
	DECOMPOSED GRANITE - 3/4" SCREENED, 2" MIN. DEPTH COLOR TO BE "TACOMA GOLD" BY KALIA CRUSHERS
	MID-IRON BERMUDA TURF



Professional Londonian Architect
CERTIFICATE NO.
ARCHITECT
EXPIRES: 03-31-2023

PLANTING PLAN
PALOMA CREEK - PHASE 4

25000 N. 163RD AVE.
SURPRISE, ARIZONA 85387

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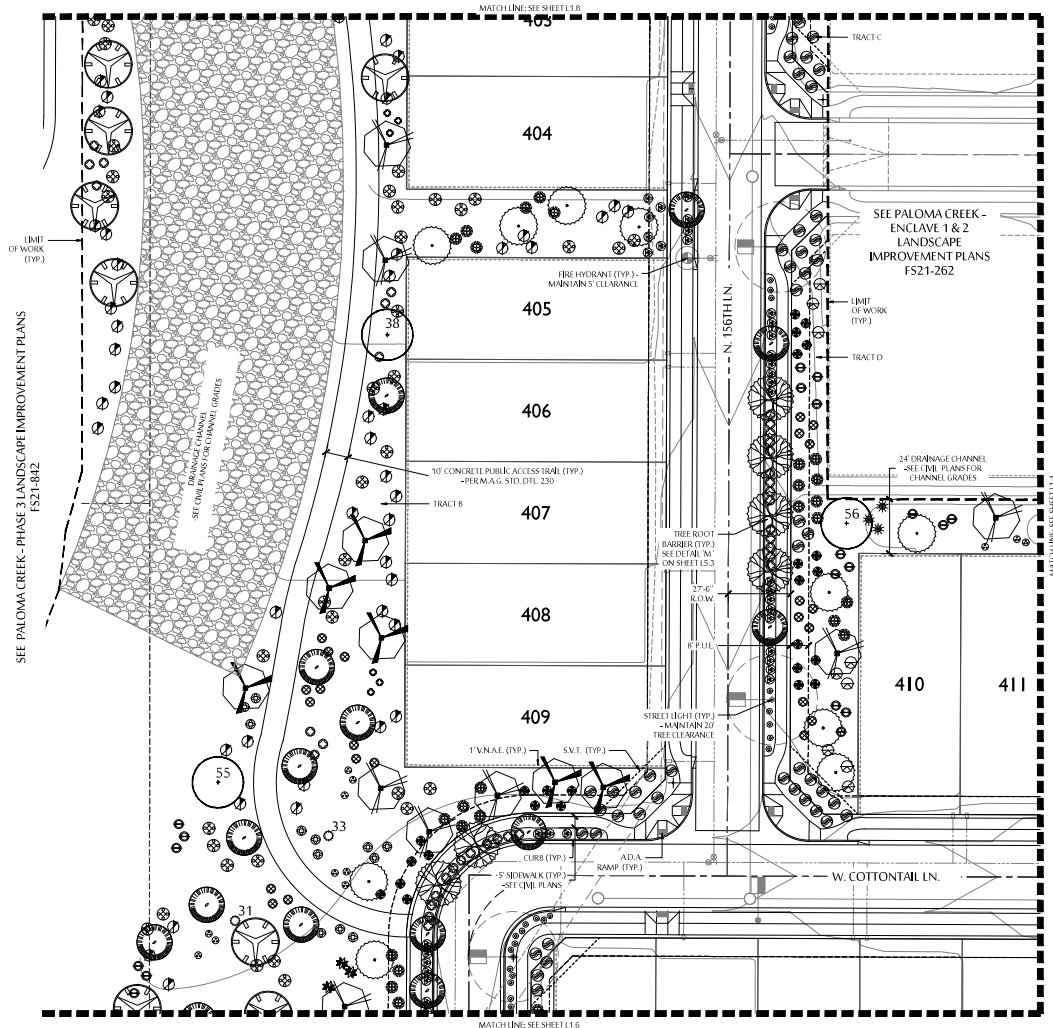
JOB NO.	21-36
DATE:	02-15-22
DRAWN BY:	MCH
CHECKED BY:	NA

REVISIONS: _____

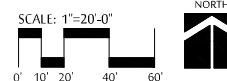
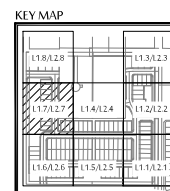
CASE NUMBER: F521-813

SHEET NO.
L1.6

7 OF 24



PLANT LEGEND	
SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA NEURA - MUGGA TREE
	ACACIA SALICINA - MELLOW ACACIA
	CHILOPSIS SP. RIO SALADO? - RIO SALADO? DESERT WILLOW
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE
	PARKINSONIA FLORIDA - BLUE PALO VERDE
	PROSOPIS HYBRID - AZT - AZT THORNLESS MESQUITE
	QUERCUS VIRGINIANA - SOUTHERN LIVE OAK TREE
SHRUBS	
	CALLIANDRA ERIOPHYLLA - NATIVE FARTY DUSTER
	DODONAEA VISCOsa - HOP BUSH
	ENCELIA FARINOSA - BRITTLERUSH
	ERIOPHILA HYSSOPIFOLIA - BLUE BELLS
	JUSSIEA CALIFORNICA - CHILUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAMGATUM - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	ASCLEPIAS TUBEROSA - DESERT MILKWEED
	BOULEVARIA GRACILIS - BLONDE AMBITION GRASS
	DASYLIDON WHEELERII - DESERT SPOON
	HEPERALOE PARVIFLORA - PERLA - BRANFLIGHTS RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	YUCCA RUPICOLA - TWISTED LEAF YUCCA
GROUND COVERS	
	ACACIA REDOLENS - TRAILING ACACIA
	AMBROSIA DELTOIDEA - TRIANGLE LEAF BURSAGE
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
	LANTANA MONTEVIDENSIS - PURPLE TRAILING LANTANA
SALVAGE MATERIAL - SEE SALVAGE PLAN	
	SALVAGED TREE - SEE PLAN
	SALVAGED CACTUS - SEE PLAN
	DECOMPOSED GRANITE - 3/4" SCREENED, 2" MIN. DEPTH COLOR TO BE PALOMINO GOLD BY KILGUS CRUSHERS
	MID-IRON BERMDUA TURF



555 E. MCCLIPS RD. SUITE 131
MESA, WILSONA 85205
PHONE: (602) 997-8093



PLANTING PLAN PALOMA CREEK - PHASE 4

25000 N. 463RD AVE
SURPRISE, ARIZONA 85387

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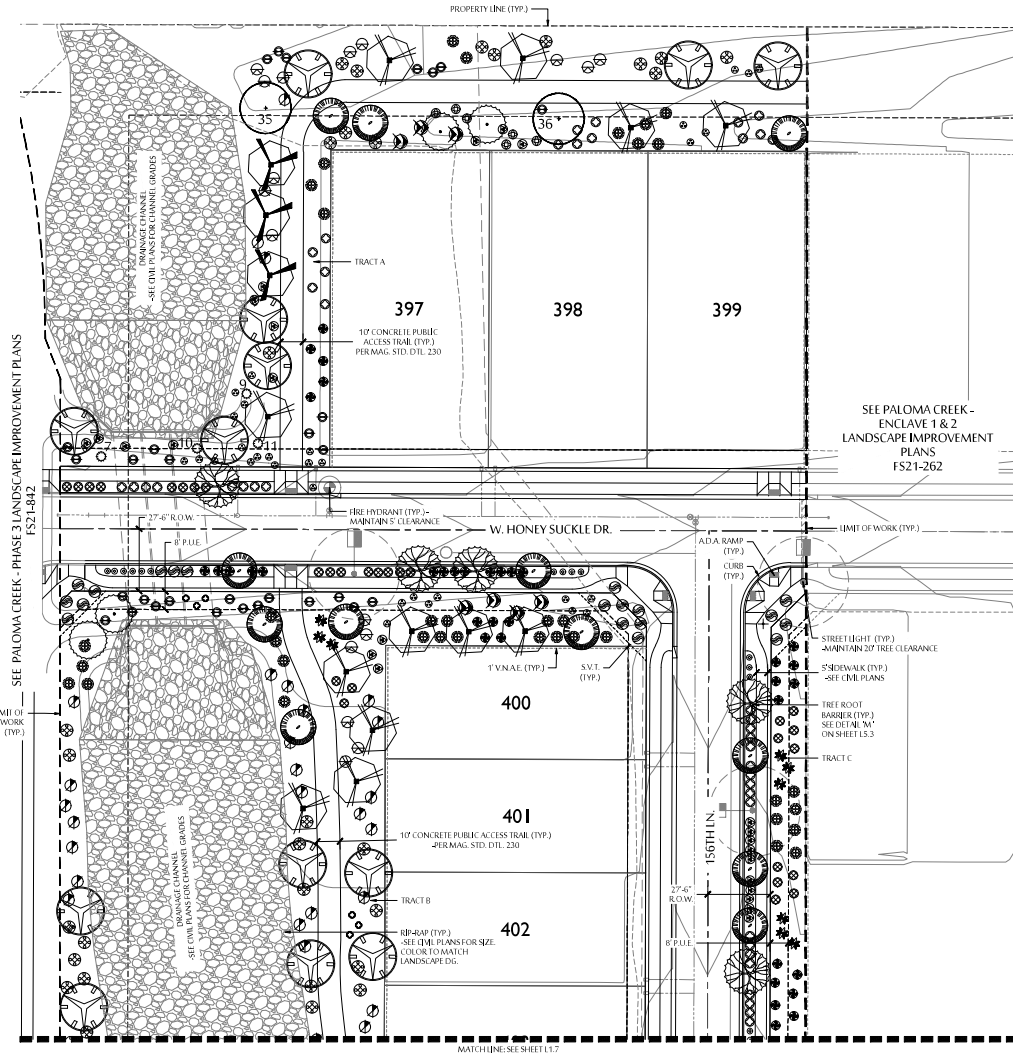
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DATE 02-15-22
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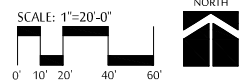
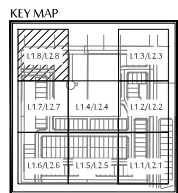
CASH NUMBER FS21-813

SHEET NO.
L1.7

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SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA NEUREIA - MUGGA TREE
	ACACIA SALICINA - MELLOW ACACIA
	CHILOPSIS SP. RIO SALADO - RIO SALADO DESERT WILLOW
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE
	PARKINSONIA FLORIDA - BLUE PALO VERDE
	PROSOPIS HYBRID AZT - AZT THORNLESS MESQUITE
	QUERCUS VIRGINIANA - SOUTHERN LIVE OAK TREE
SHRUBS	
	CALLIANDRA ERIOPHYLLA - NATIVE FARTHER DUSTER
	DODONAEA VISCOsa - HOP BUSH
	ENCELIA FARINOSA - BRITTLER BUSH
	ERIOPHILA HYGROPHANIA - BLUE BELLS
	JUSSIEA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAMGATUM - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	ASCLEPIAS TUBEROSA - DESERT MILKWEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	HEPERALOE PARVIFLORA - PINK - BRANT LIGHTS RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	YUCCA RUPICOLA - TWISTED LEAF YUCCA
GROUND COVERS	
	ACACIA REDOLENS - TRAILING ACACIA
	AMBROSIA DELTOIDEA - TRIANGLE LEAF BURSAGE
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
	LANTANA MONTEVIDENSIS - PURPLE TRAIL PLANT LANTANA
SALVAGE MATERIAL - SEE SALVAGE PLAN	
	SALVAGED TREE - SEE PLAN
	SALVAGED CACTUS - SEE PLAN
	DECOMPOSED GRANITE - 3/4" SCREENED, 2" MIN. DEPTH COLOR TO BE PALOMINO GOLD BY KILGUS CRUSHERS
	MID-IRON BERMDUA TURF



555 E. MCCLIPPS RD. SUITE 131
MESA, ARIZONA 85205
PHONE: (602) 997-8093

James H. Smith
Professional Engineer
State of Arizona
License No. 15000

PLANTING PLAN
PALOMA CREEK - PHASE 4
25000 N. 163RD AVE
SURPRISE, ARIZONA 85387

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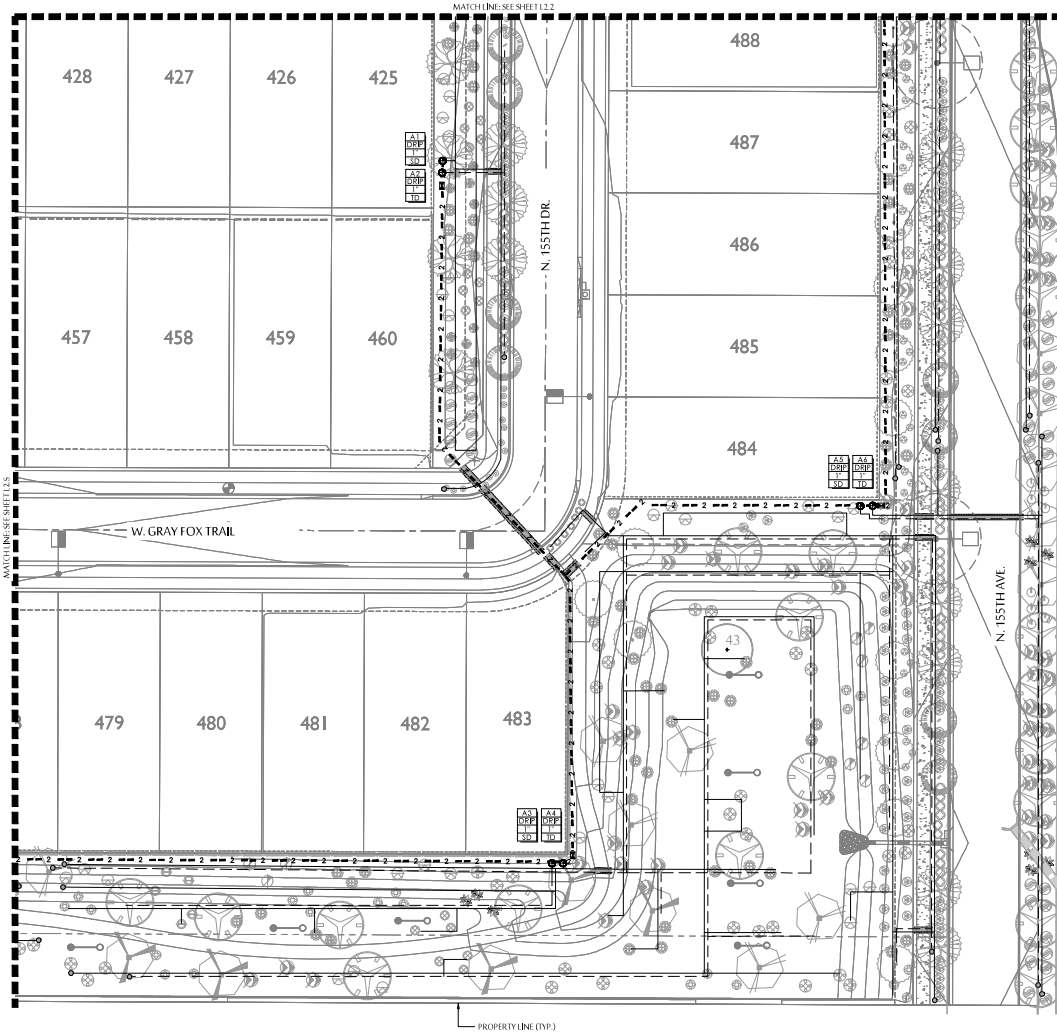
JOB NO. 21-36
DATE 02-15-22
DRAWN BY JACH
CHECKED BY NA

REVISIONS

CASH NUMBER: FS21-813

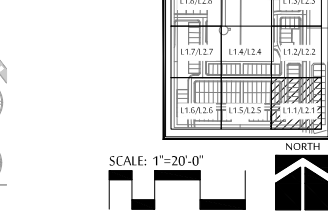
SHEET NO. L1.8

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SYMBOL	SPECIFICATION
	WATER METER - SIZE PER PLANS, COORDINATE LOCATION AND INSTALLATION W/ OWNER'S REPRESENTATIVE OF METER. SEE CIVIL PLANS FOR EXACT LOCATIONS.
	RAINBIRD 1515SB BRASS FLOW SENSOR AND 2" GROUND 2000 SERIES MASTER VALVE (2160 NORMALLY OPEN SILENCED VALVE)
	RAINBIRD 1515SB TWO-WIRE CONTROLLER
	A - 1515SX100 STATION CONTROLLER, ADD (1) 1515SX100M75 EXPANSION MODULE (41 STATIONS TOTAL) WALL MOUNT. ADD (1) NCC36 CELLULAR CARTRIDGE USE FE-TUBE TWO-WIRE DECODERS, 30-2070TUBER SENSOR DECODERS AND (1) STUB IN LINE, SPLIT PROTECTORS, ADD WR2-80 C
	WIRELESS RAIN/FREEZE SENSOR
	RAINBIRD 1515SB FLOW DROPT VALVE (PART # 100-1515SB) - 1 VALVE PER VALVE BOX
	RAINBIRD 1515SB SERIES ELECTRIC GLOBE VALVE (PART # 100-1515SB) - 1 VALVE PER VALVE BOX
	RAINBIRD 1515SB QUICK COUPLER - #33-DURC
	FLUSH VALVE ASSEMBLY
	LATERAL LINE SLEEVES, SCHEDULE 40 PVC, SEE SLEEVING SCHEDULE
	MAINLINE SLEEVES, SCHEDULE 40 PVC, SEE SLEEVING SCHEDULE, ADD 2" SCH 40 PVC SLEEVE FOR CONTROL WIRE ADJACENT TO ALL MAINLINE SLEEVES
	CONTROLLER AND STATION FLOW - GALONS PER MINUTE (SEE PIPE SIZING SCHEDULE VALVE 10 - SD SHURDR DRIP, 10 - TUB)

SYMBOL	SPECIFICATION
	RAINBIRD 1515SB FLOW DROPT VALVE (PART # 100-1515SB) - 1 VALVE PER VALVE BOX
	RAINBIRD 1515SB SERIES ELECTRIC GLOBE VALVE (PART # 100-1515SB) - 1 VALVE PER VALVE BOX
	RAINBIRD 1515SB QUICK COUPLER - #33-DURC
	FLUSH VALVE ASSEMBLY
	LATERAL LINE SLEEVES, SCHEDULE 40 PVC, SEE SLEEVING SCHEDULE
	MAINLINE SLEEVES, SCHEDULE 40 PVC, SEE SLEEVING SCHEDULE, ADD 2" SCH 40 PVC SLEEVE FOR CONTROL WIRE ADJACENT TO ALL MAINLINE SLEEVES
	CONTROLLER AND STATION FLOW - GALONS PER MINUTE (SEE PIPE SIZING SCHEDULE VALVE 10 - SD SHURDR DRIP, 10 - TUB)



McGOUGH ADAMS ARCHITECTS
Land Planning
Irrigation

555 E. MCCLURE RD., SUITE 131
MESA, ARIZONA 85203
PHONE: (602) 997-0093

IRRIGATION PLAN
PALOMA CREEK - PHASE 4
25000 N. 163RD AVE
SURPRISE, ARIZONA 85387

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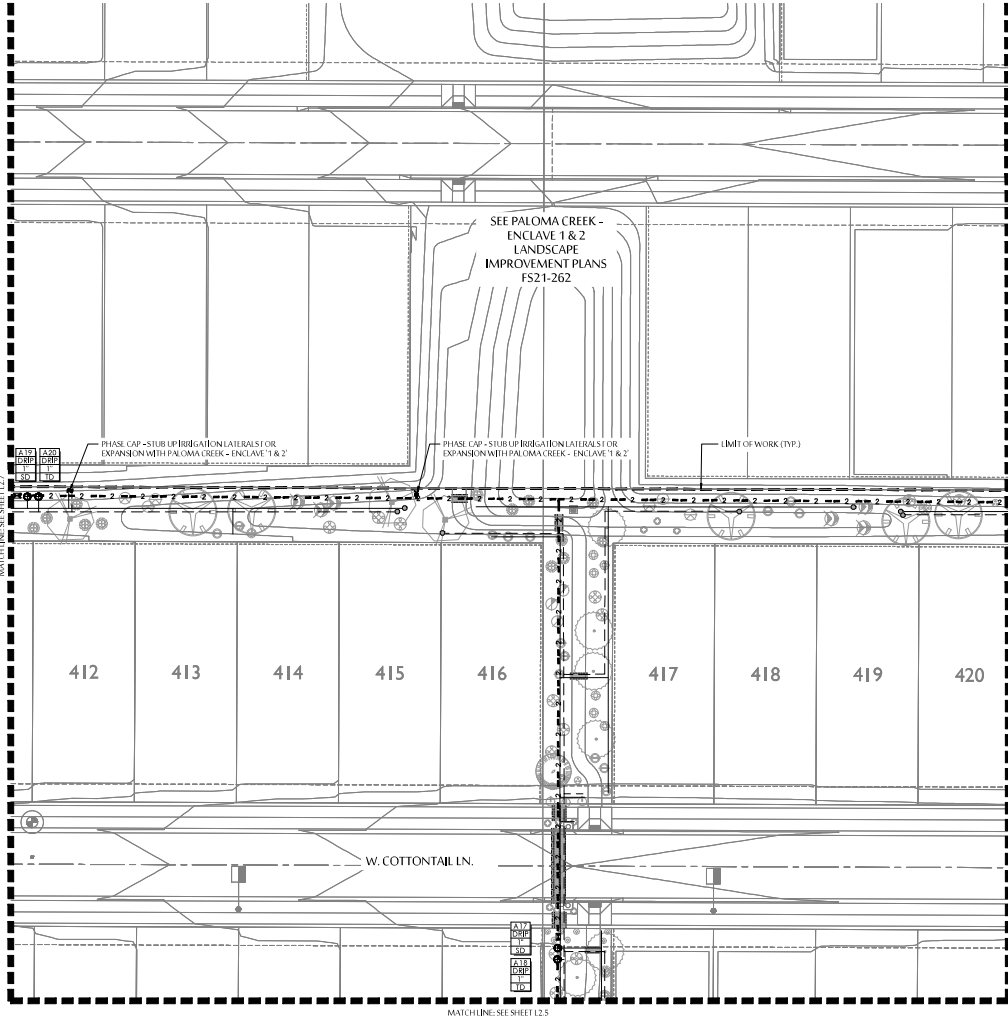
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DATE 02-15-22
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CHECKED BY NA

REVISIONS

CASH NUMBER: F521-813

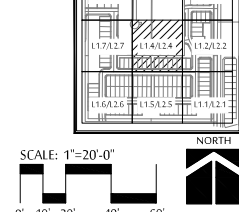
SHEET NO. L2.1

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IRRIGATION SCHEDULE	
SYMBOL	SPECIFICATION
	WATER METER - SIZE PER PLANS, COORDINATE LOCATION AND INSTALLATION W/ OWNERS REPRESENTATIVE OF METER. SEE CIVIL PLANS FOR EXACT LOCATIONS.
	RAINBIRD 15150B BRASS FLOW SENSOR AND 2" ORB MOUNTED 2000 SERIES MASTER VALVE (2160 NORMALLY OPEN SILENCED VALVE).
	RAINBIRD 15150B TWO-WIRE CONTROLLER.
	A - 15150B STATION CONTROL LINE, ADD (1) 15150B-SM75 EXPANSION MODULE (41 STATIONS TOTAL) WALL MOUNT. ADD (1) NCC 36 CELLULAR CARTRIDGE, USE FE-TUBE TWO-WIRE COIL COVERS, 30-200 FT. RAINBIRD COVERS AND (1) 15150B LINE SURGE PROTECTORS, ADD WR2-80 C.
	WIRELESS RAIN/FREEZE SENSOR.
	MAINLINE - SIZE AS PER PLANS, SCH. 40 PVC.
	PVC LATERAL (TREES) - CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR TREE/EMITTER APPLICATION.
	PVC LATERAL (SHRUBS, ACCENTS, GROUND COVERS) - CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR EMITTER APPLICATION.
	PVC LATERAL (TUBES) - SCH. 40 PVC MIN.
	HAMMOND 667 GATE VALVE - SAME SIZE AS MAINLINE.
	RAINBIRD MEDIUM FLOW DROP KIT VALVE (PART# K22-104-RB-COM) - 1 VALVE PER VALVE BOX.
	RAINBIRD PER/PUSH SERIES ELECTRIC GLOBE VALVE (PART# 100-PESB) - 1 VALVE PER VALVE BOX.
	RAINBIRD Z" QUICK COUPLER - #33-DURC.
	FLUSH VALVE ASSEMBLY.
	LATERAL LINE SLEEVES - SCHEDULE 40 PVC. SEE SLEEVING SCH.
	MAINLINE SLEEVES - SCHEDULE 40 PVC. SEE SLEEVING SCHEDULE. ADD 2" SCH. 40 PVC SLEEVE FOR CONTROL WIRE ADJACENT TO ALL MAINLINE SLEEVES.
	CONTROLLER AND STATION FLOW - GALONS PER MINUTE (SEE PIPE SIZING SCH.) VALVE SIZE VALVE I.D. - SD - SHROUD DRIP, I.D. - TUBE DRIP, I.D. - TUBE.

EMITTER SCHEDULE	
EMITTERS: ALL TREES TO RECEIVE (2) RAINBIRD ROWS EACH TUBE TO BE SET UP AS SPECIFIED BELOW.	
- USE RAINBIRD 1/2" TRAVELER 3/8" DEPTH TUBES.	
- USE RAINBIRD 1/2" MULTIPORT EMITTERS IN EACH TUBE.	
- (4) PORTS ARE TO REMAIN IN THE ROWS TREE TUBE.	
- (2) PORTS ARE TO RUN TO THE SURFACE.	
- EQUALLY SPACED AROUND THE TRUNK.	
SHRUBS/GROUND COVERS	
- USE RAINBIRD 1/2" 20-46 MULTIPORT EMITTERS	
- (1) PORT PER SHRUB/GROUND COVER	
ACCENTS	
- USE RAINBIRD 1/2" 20-46 MULTIPORT EMITTERS	
- (1) PORT PER ACCENT PLANT	
* MULTIPORT EMITTERS TO BE INSTALLED IN 6" ECONOMY BONES.	
** MAXIMUM 1/2" POLY TUBE RUN TO BE 5' IN LENGTH.	
POP UP ROTATOR/SPRAY HEAD SCHEDULE	
USE RAINBIRD ROTATOR SAM SERIES HEADS - 80-48-SHAF-1.	
USE RAINBIRD RAVANTO NOZZLES:	
① ADJUSTABLE ARC/RADIUS NOZZLE	② FULL CIRCLE
USE RAINBIRD RAVANTO NOZZLES:	
① ADJUSTABLE ARC/RADIUS NOZZLE	② FULL CIRCLE
* ALL TUBE SPRAYS AND ROTORS HAVE BEEN DESIGNED TO OPERATE AT 45 PSI.	
CONTROL TON TO CONTACT LINESCART AND ETC. IF PRESSURE IN THE FIELD IS NOT SUFFICIENT.	



McGough Adams
Landscape Architects
Land Planning
Irrigation

535 E. MCGILLIPS RD. SUITE 131
MESA, ARIZONA 85203
PHONE: (602) 997-8093

Expire: 12-31-2023

IRRIGATION PLAN
PALOMA CREEK - PHASE 4

25000 N. 163RD AVE
SURPRISE, ARIZONA 85387

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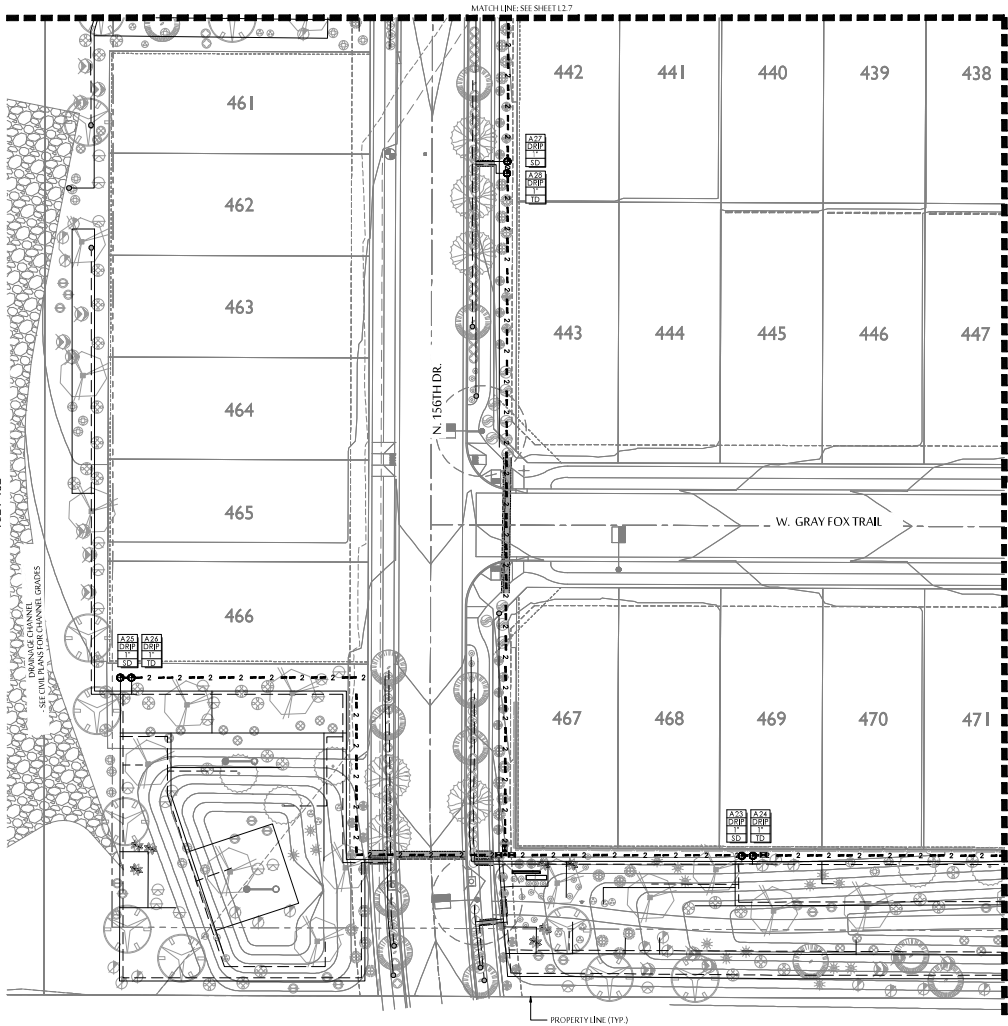
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REVISIONS

CASH NUMBER FS21-813

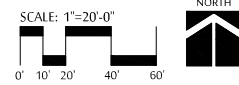
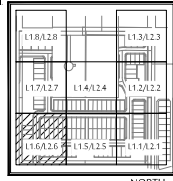
SHEET NO. L2.4

13 OF 24



IRRIGATION SCHEDULE	
SYMBOL	SPECIFICATION
	WATER METER - SIZE PER PLANS, COORDINATE LOCATION AND INSTALLATION W/ OWNERS REPRESENTATIVE OF METER. SEE CIVIL PLANS FOR EXACT LOCATIONS.
	FLBC 0.825 YR REDUCED PRESSURE BACKFLOW PREVENTOR - SIZE PER PLANS
	RAINBIRD 1515SB BRASS FLOW SENSOR AND 2" GROUND 1/2" 2000 SERIES MASTER VALVE (2160 NORMALLY OPEN SOLENOID VALVE)
	RAINBIRD 1515SB TWO-WIRE CONTROLLER
	A = 1515SX 50 STATION CONTROLLER, ADD (1) 1515SX-M575 EXPANSION MODULE (41 STATIONS TOTAL) WALL MOUNT. ADD (1) NCC 3G CELLULAR CARTRIDGE USE FET-TUBE TWO-WIRE DISCONNECTS, 50-270TUBR SENSOR DECODES AND (1) 1515TUBR IN LINE SURGE PROTECTORS, ADD WR2-80 C WIRELESS RAIN/FREEZE SENSOR.
	MAINLINE - SIZE AS PER PLANS, SCH 40 PVC
	PVC LATERAL (TREES) - CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR TREE EMITTER APPLICATION
	PVC LATERAL (SHRUBS, ACCENTS, GROUNDCOVERS) - CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR EMITTER APPLICATION
	PVC LATERAL (TURF) - SCH 40 PVC MIN.
	HAMMOND 667 GATE VALVE - SAME SIZE AS MAINLINE
	RAINBIRD MEDIUM FLOW DROP RITE VALVE (PART# K2Z-100-DRIP-COM) - 1 VALVE PER VALVE BOX
	RAINBIRD P/R/S SERIES ELECTRIC CONTROL VALVE (PART# 100-PESB) - 1 VALVE PER VALVE BOX
	RAINBIRD 2" QUICK COUPLER - #33-ELRC
	FLUSH VALVE ASSEMBLY
	LATERAL LINE SLEEVES, SCHEDULE 40 PVC, SEE SLEEVING SCHEDULE
	MAINLINE SLEEVES, SCHEDULE 40 PVC, SEE SLEEVING SCHEDULE, ADD 2" SCH 40 PVC SLEEVE FOR CONTROL WIRE ADJACENT TO ALL MAINLINE SLEEVES
	CONTROLLER AND STATION FLOW - GALONS PER MINUTE (SEE PIPE SIZING SCHEDULE VALVE SIZE VALVE ID - SD - SHRUB DRIP, TD - TREE DRIP, T - TURF)

EMITTER SCHEDULE	
TUBES: ALL TREES TO RECEIVE (2) RAINBIRD ROWS EACH TUBE TO BE SET UP AS SPECIFIED BELOW	
- USE RAINBIRD 1/2" TRAILER/SR 30 DEPTH TUBES	
- USE RAINBIRD 1/2" MULTIPORT EMITTERS IN EACH TUBE	
- (4) PORTS ARE TO REMAIN IN THE ROWS TREE TUBE	
- (2) PORTS ARE TO RUN TO THE SURFACE, EQUALLY SPACED AROUND THE TRUNK	
SHRUBS/GROUND COVERS	
- USE RAINBIRD RBT-204 MULTIPORT EMITTERS	
- (1) PORT PER SHRUB/GROUND COVER	
ACCENTS	
- USE RAINBIRD RBT-204 MULTIPORT EMITTERS	
- (1) PORT PER ACCENT PLANT	
* MULTIPORT EMITTERS TO BE INSTALLED IN 6" ECONOMY BOXES	
** MAXIMUM 1/2" POLY TUBE RUN TO BE 5' IN LENGTH	
POP UP ROTOR/SPRAY HEAD SCHEDULE	
USE RAINBIRD ROTOR SAM SERIES HEADS - RD-SR-SPI-54	
USE RAINBIRD RAVANTO NOZZLES:	
① ADJUSTABLE ARC/RADIUS NOZZLE ② FULL CIRCLE	
USE RAINBIRD RAVANTO NOZZLES:	
③ ADJUSTABLE ARC/RADIUS NOZZLE ④ FULL CIRCLE	
* ALL TURF SPRAYS AND ROTORS HAVE BEEN DESIGNED TO OPERATE AT 45 PSI	
CONTROL TOILET CONTACT LANSKY AND HETZEL PRESSURE IN THE FIELD IS NOT SUFFICIENT	



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535 E. MCCLIPS RD. SUITE 131
MESA, WYOMING 83055
PHONE: (307) 997-0093

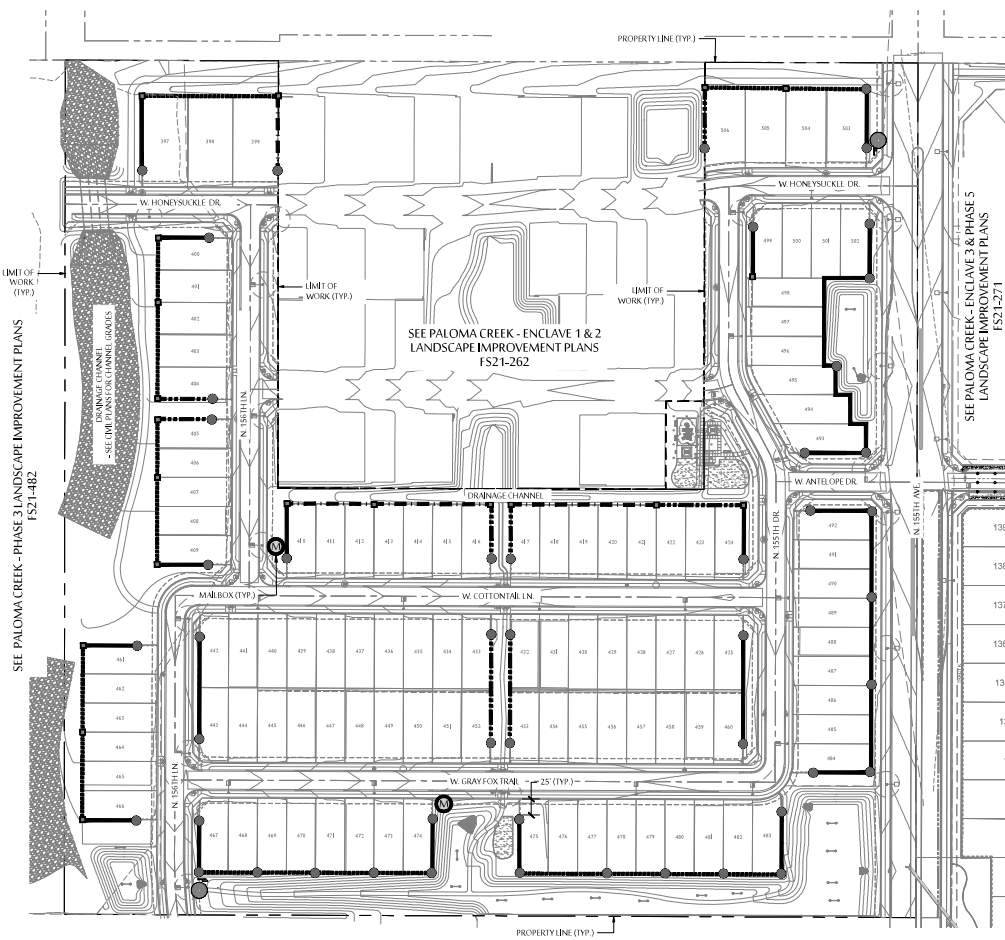
IRRIGATION PLAN
PALOMA CREEK - PHASE 4
25000 N. 163RD AVE
SURPRISE, ARIZONA 85387

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DATE	02-15-22
DRAWN BY	JMCH
CHECKED BY	NA
REVISIONS	
CASH NUMBER	FS21-813
SHEET NO.	L2.6

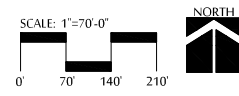
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WALL PLAN LEGEND

	8' HT. PRIMARY THEME WALL - (± 2,720 LN.FT.) - SEE DETAIL 'A' ON SHEET L5.1
	VIEW FENCE - (± 1,922 LN.FT.) - SEE DETAIL 'B' ON SHEET L5.1
	PARTIAL VIEW FENCE - (± 843 LN.FT.) - SEE DETAIL 'E' ON SHEET L5.1
	BUILDER WALL - (± 816 LN.FT.) - SEE DETAIL 'D' ON SHEET L5.1
	*NOTE: ALL HOUSING UNIT REAR YARD WALLS NOT NOTED OR DESIGNATED ABOVE TO BE BUILDER WALLS
	PRIMARY THEME COLUMNS - (49) TOTAL - SEE DETAIL 'A' ON SHEET L5.1
	SECONDARY THEME COLUMNS - (20) TOTAL - SEE DETAIL 'A' ON SHEET L5.1
	SECONDARY ENTRANCE/SIGN MONUMENT - SEE DETAIL 'F' ON SHEET L5.1
	MAILBOX LOCATIONS - SEE DETAIL 'A' ON SHEET L5.2

- NOTES:**
1. ANY QUANTITIES SHOWN ON THIS SHEET ARE FOR CONVENIENCE ONLY. CONTRACTOR TO OBTAIN THE FINAL SITE PLAN TO VERIFY ALL QUANTITIES NECESSARY TO BID AND INSTALL WALLS, COLUMNS AND FENCING.
 2. ALL FOOTINGS, WALLS, FENCES AND THEME COLUMNS ARE TO BE LOCATED OUTSIDE OF THE P.U.L., R.O.W., SIGHT TRIANGLE TRIANGLES AND FRONT YARD SUBBACKS.
 3. THEME COLUMNS AND/OR ENDS OF WALLS ARE TO BE 25"± OFF THE BACK OF THE R.O.W. SOME THEME COLUMNS MAY HAVE TO BE LOCATED 30" OFF THE BACK OF THE R.O.W. WHERE SIGHT TRIANGLE TRIANGLES ARE PRESENT. CONTRACTOR TO INSTALL 6"x6" CONCRETE HEADER FROM THE FRONT OF THE COLUMN (OR END OF WALL) TO THE BACK OF THE SIDEWALK OR STREET FRONTAGE CURB.
 4. SIGN REQUIRES A SEPARATE PERMIT. DETAILS ARE FOR INFORMATION ONLY.
 5. SEE UML PLANS FOR RETAINING WALL LOCATIONS.



MCGOUGH ADAMSON
Landscape Architects
Land Planning
Irrigation

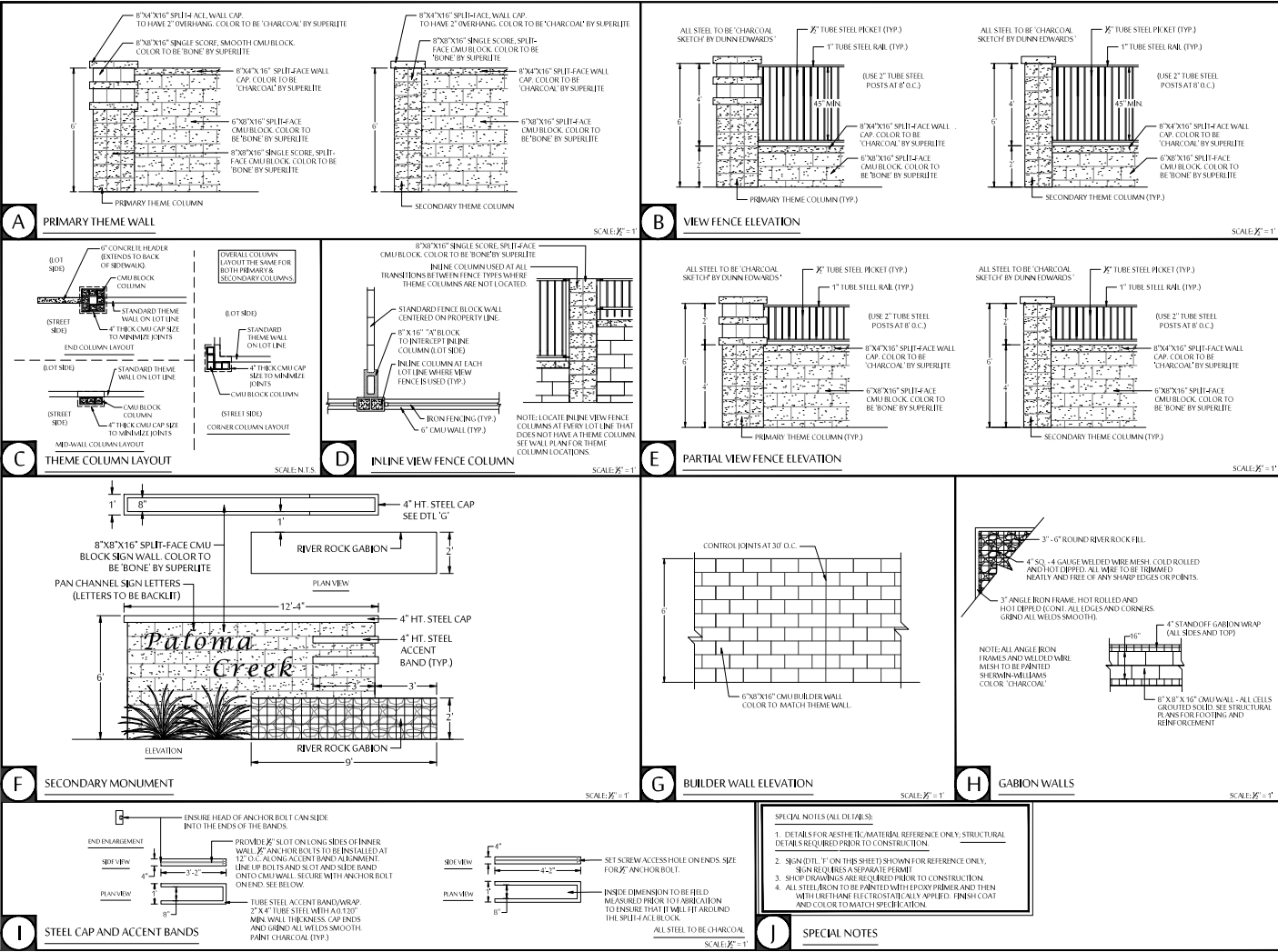
555 E. MCGILL PS RD. SUITE 131
MESA, WISCONSIN 53033
PHONE: (608) 997-4093

WALL PLAN
PALOMA CREEK - PHASE 4
25000 N. 163RD AVE
SURPRISE, ARIZONA 85387

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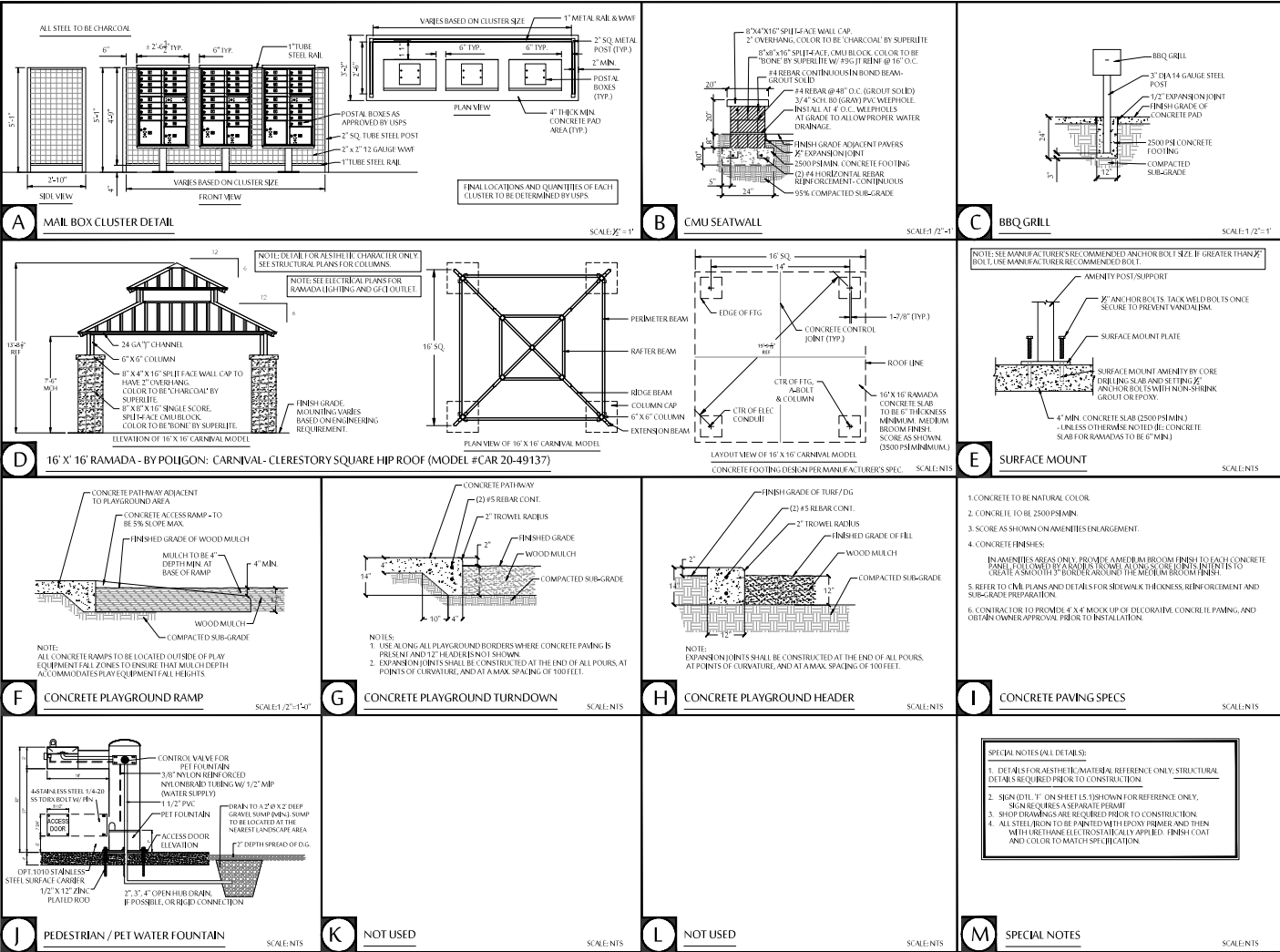
18 OF 24



HARDSCAPE DETAILS **PALOMA CREEK - PHASE 4**

25000 N. 163RD AVE
SURPRISE, ARIZONA 85387

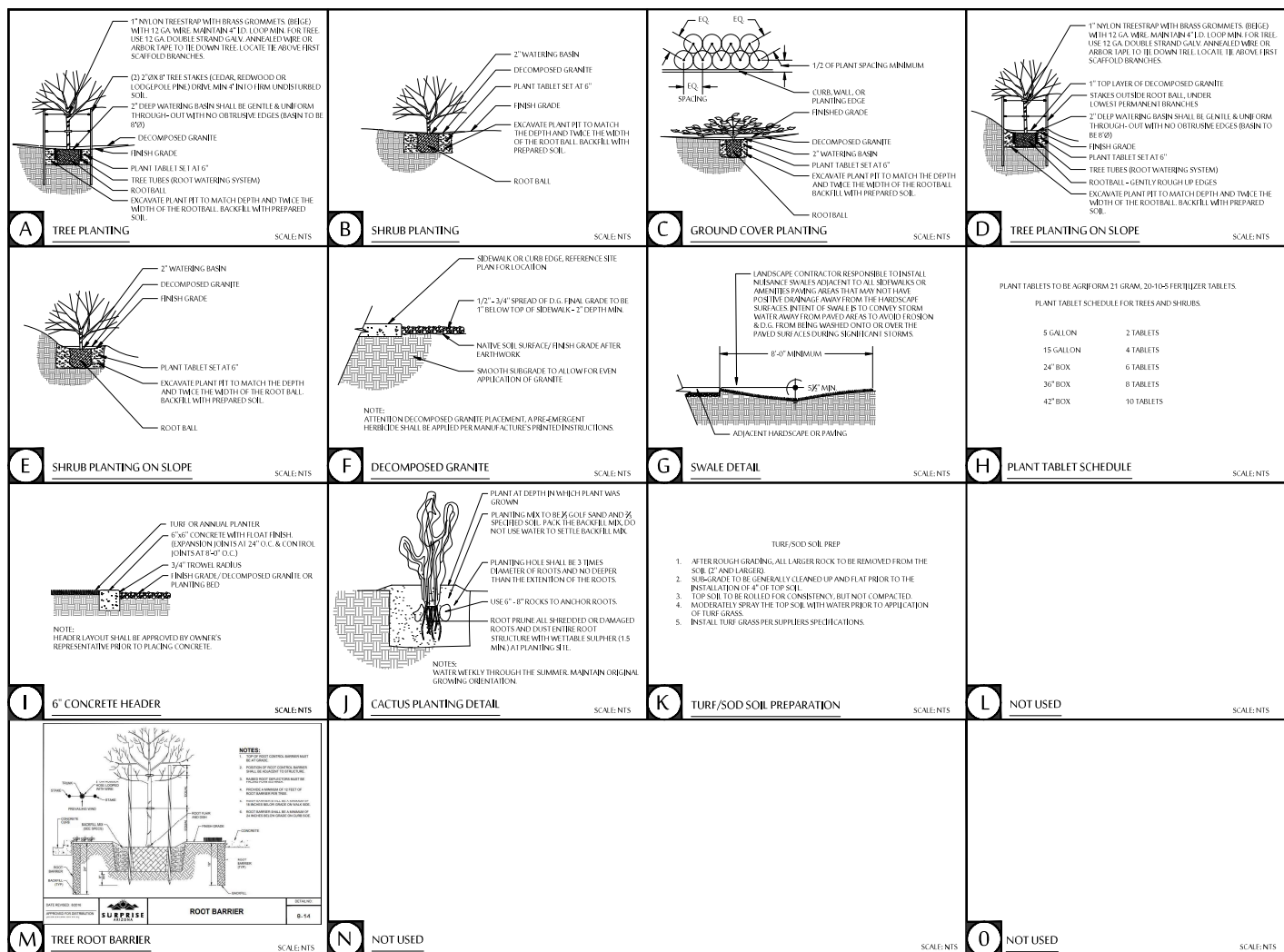
JOB NO.	21-36
DATE	02-15-22
DRAWN BY	JMCH
CHECKED BY	NA
REVISIONS	
CASE NUMBER	1521-813
SHEET NO.	L5.1



HARDSCAPE DETAILS
PALOMA CREEK - PHASE 4

25000 N. 163RD AVE
SURPRISE, ARIZONA 85387

These drawings and legal instruments of professional services are and shall remain the property of the landscape architect.	
These drawings shall not be used on any project except by written agreement from the landscape architect.	
JOB NO.	21-36
DATE	02-15-22
DRAWN BY	JMCH
CHECKED BY	NA
REVISIONS	
CASE NUMBER	FS21-813
SHEET NO.	L5.2



McGough Adams
Landscape Architects
Land Planning
Irrigation

535 E. McKellips Rd., Suite 131
Mesa, Arizona 85203
PHONE: (602) 997-0003

Scott A. Adams
Professional Engineer
License No. 12000
State of Arizona

LANDSCAPE DETAILS
PALOMA CREEK - PHASE 4
25000 N. 163RD AVE
SURPHISE, ARIZONA 85307

These drawings, and legal instruments of professional services are, and shall remain the property of the landscape architect.

These drawings shall not be used on other projects or for additions to this project except by written agreement from the landscape architect.

JOB NO. 21-36
DATE 02-15-22
DRAWN BY JMC
CHECKED BY NA

REVISIONS:

CASE NUMBER: P521-013

SHEET NO. L5.3

22 OF 24

From: [JAMES, MARK C GS-12 USAF AETC 56 FW/CVE](#)
To: [Nichole Flores](#)
Cc: [56 FW/CIT Community Initiative](#)
Subject: RE: FS21-813 Paloma Creek Phase 4 Final Plat - New Digital Submittal 10.07.21
Date: Wednesday, October 13, 2021 3:54:59 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 Paloma Creek Phase 4 Final Plat application. The site is located East of 155th Ave and South of Frontier Rd in Surprise, AZ. It is located 4.5 miles outside the Luke AFB 1988 JLUS 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 James

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

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Thursday, October 7, 2021 2:05 PM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; 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>; Lynndsay O'Neill <lynndsay.oneill@maricopa.gov>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Rovell Foggy (Liberty Utilities) <Rovell.Foggy@libertyutilities.com>; Vern Wolfley - MAG <vwolfley@azmag.gov>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>

Cc: Lorraine Nevarez <Lorraine.Nevarez@surpriseaz.gov>

Subject: [Non-DoD Source] FS21-813 Paloma Creek Phase 4 Final Plat - New Digital Submittal
10.07.21

Good afternoon,

Attached please find the **application, narrative, and final plat** 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

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0.1



S U R P R I S E
ARIZONA

City Council

June 7, 2022

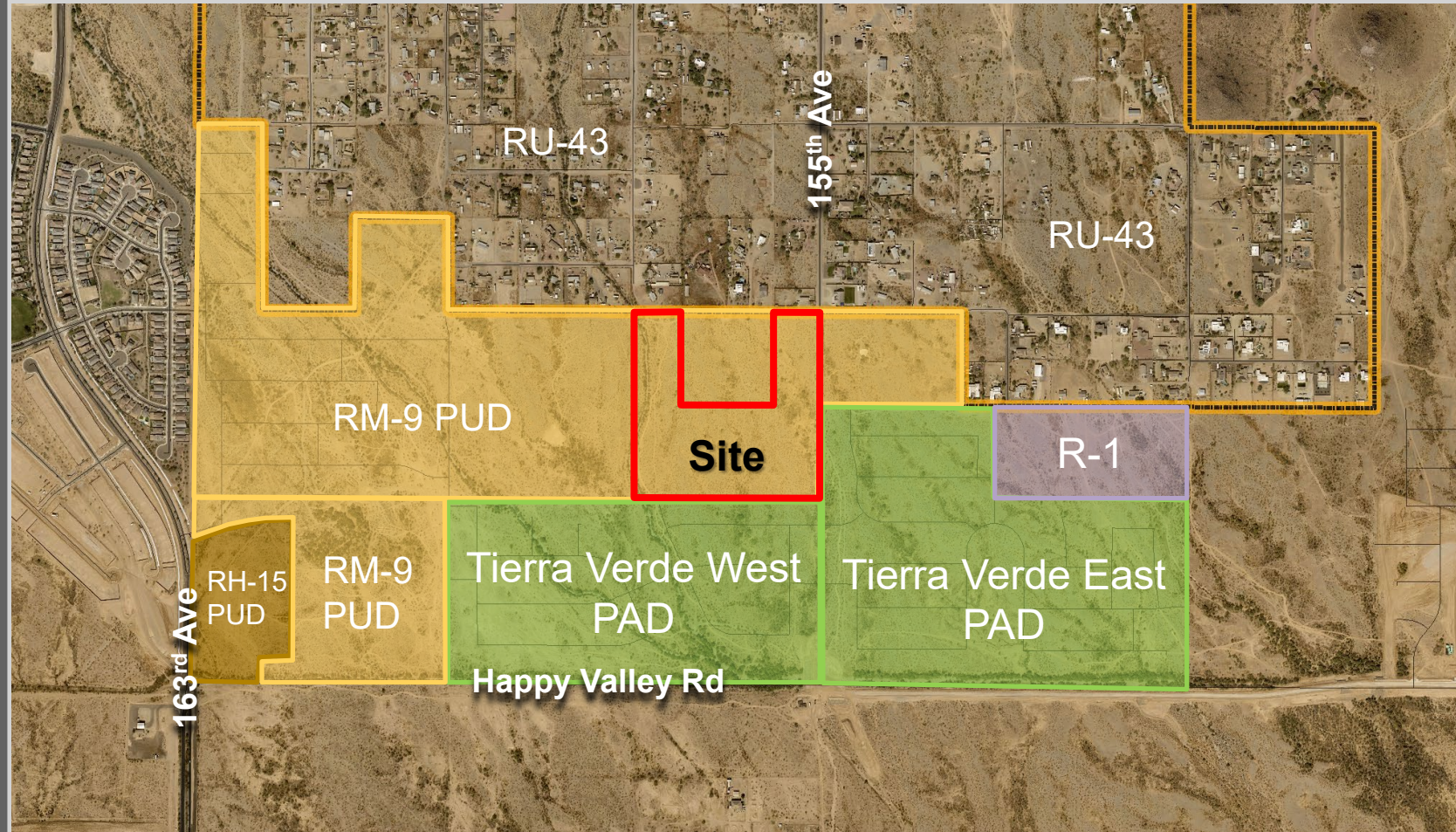
Paloma Creek Phase 4

Final Plat

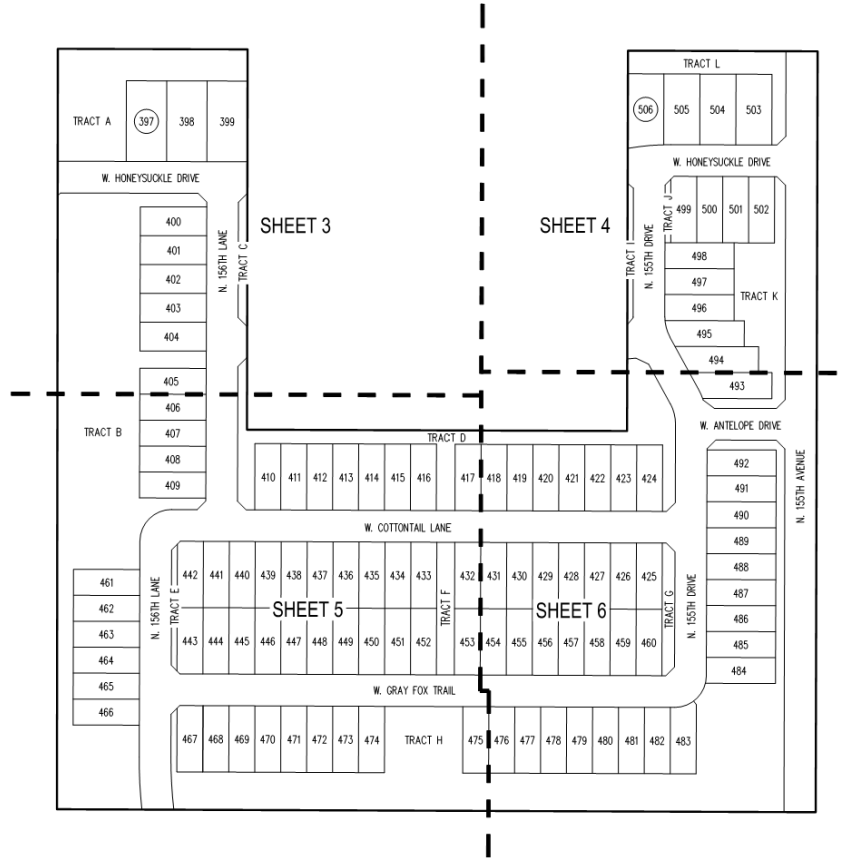
FS21-813



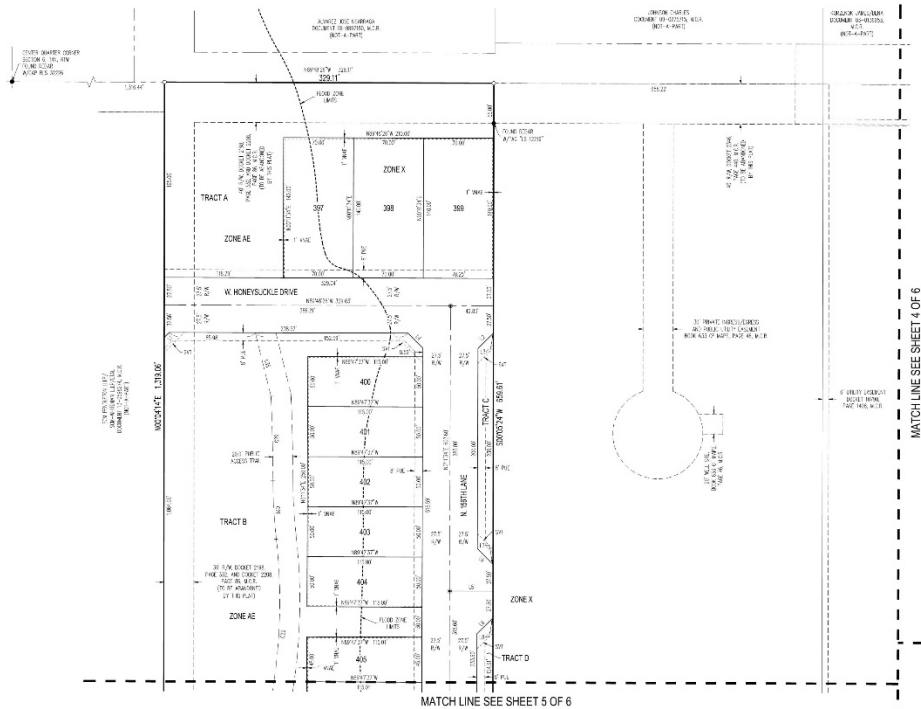
FS21-813 Vicinity Map



FS21-813 Zoning Map



FS21-813 Final Plat

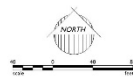


MATCH LINE SEE SHEET 4 OF 6

LEGEND

- H**
O
P
RIS
FRE
N/W
SMA
DIT

SECTION TERMINAL AS NOTED
 SET BRICK CAP AT COMPLETION OF CONSTRUCTION
 SET ROAD W/ 2" DNP R/S 55500
 ROAD MONUMENT AS NOTED
 REGISTERED LAND SURVEYOR
 PUBLIC UTILITY EASEMENT
 RIGHT-OF-WAY
 VEHICULAR ROAD ACCESS EASEMENT
 RIGHT-WAY MONUMENTS
 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 ROAD ACCESS EASEMENT
 RIGHT-WAY MONUMENT LINE



Paloma Creek Phase 4

FINAL PLAT



Drawn by: A.G.
Reviewed by: A.P.

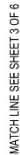
16-400.4
FP03

Sheet No.
3

of 6

FS21-813

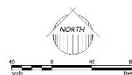
FS21-813 Final Plat



MATCH LINE SEE SHEET 6 OF 6

LEGEND

- | | |
|------|--|
| ## | SECTION NUMBER AS NOTED |
| * | SEE CROSS OF AT COMPLETION OF CONSTRUCTION |
| | SECTION 44' CAP R/L 5/30/80 |
| | SEE FORD HARBOR AS NOTED |
| CS | EXISTING LAND SURVEY |
| PL | PUBLIC UTILITY EASEMENT |
| R/W | RIGHT-OF-WAY |
| SHRP | SHOULDER AND ACCESS EASEMENT |
| SV | SEWER VENTILITY DRAINAGE |
| | PLAT RECORD# |
| | CENTER LINE |
| | LEFT R/W |
| | RIGHT-OF-WAY |
| | EXISTING CENTER LINE |
| | EXISTING RIGHT-OF-WAY |
| | SECTION LINE |
| | EXISTING EASEMENT LINE |
| | PUBLIC UTILITY EASEMENT |
| | SHOULDER AND ACCESS EASEMENT AND |
| | SEWER VENTILITY EASEMENT LINE |



Paloma Creek Phase 4

FINAL PLAT



Drawn by:	A.G.
Reviewed by:	S.H.



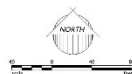
16-400.4

FP04
Sheet No.

4

of 6

FS21-813



☐ R/S
☐ P/JL
☐ M/N
☐ WAG
☐ VV

SECTION POINTMENT AS NOTED
 SET BACKS OF AT COMPLETION OF CONSTRUCTION
 SET BACKS MAY VARY 5.00 FT
 ROAD RIGHT-OF-WAY AS NOTED
 REGISTERED LAND SURVEYOR
 PUBLIC UTILITY EASEMENT
 RIGHT-OF-WAY
 SCHEDULED FOR ACCESS EASEMENT
 RIGHT-OF-WAY INADVERTENT
 PLAT REFERENCE
 CENTER LINE
 LOT LINE
 RIGHT-OF-WAY
 EXISTING CENTER LINE
 EXISTING RIGHT-OF-WAY
 SECTION LINE
 EXISTING EASEMENT LINE
 PUBLIC UTILITY EASEMENT
 WHICH ARE NON-ACCESS EASEMENT AND
 RIGHT-OF-WAY EASEMENT LINE

Paloma Creek Phase 4

FINAL PLAT



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



16-400.4
FP05

Sheet No.
5

FS21-813

FS21-813 Final Plat



- SECTION MOVEMENT AS NOTED
 SET BRASS OF AT COMPLETION OF CONSTRUCTION
 SET SECONDARY W/ CAP BLS 5/10
 FOUND MONUMENT AS NOTED
 REGISTERED LAND SURVEYOR
 PUBLIC UTILITY EASEMENT
 RIGHT-OF-WAY
 (W/ 40' SIDE-ACCESS EASEMENT)
 (W/ 40' SIDE-ACCESS EASEMENT)
 PLAT BOUNDARY
 CENTER LINE
 LOT LINE
 RIGHT-OF-WAY
 EXISTING CENTER LINE
 EXISTING RIGHT-OF-WAY
 SECTION LINE
 EXISTING EASEMENT LINE
 PUBLIC UTILITY EASEMENT
 (W/ 40' SIDE-ACCESS EASEMENT) (R)
 (W/ 40' SIDE-ACCESS EASEMENT) (R)



Paloma Creek Phase 4

FINAL PLAT



Drawn by:	A.G.
Reviewed by:	S.H.



16-400.4

FP06

6

FS21-813

FS21-813 Final Plat



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 7, 2022 Contact Person: Chris Sexton
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, “Heritage Asante – Parcel 9 Phase 1” and dated March 2022, a property generally located west of 163rd Avenue and north of Grand Avenue; Case FS21-862

Motion:

I move to approve the Final Plat entitled, “Heritage Asante – Parcel 9 Phase 1” and dated March 2022.

Background:

The subject request involves a Final Plat for Phase 1 of Heritage Asante Parcel 9. The proposed Final Plat will create 42 single-family lots. This final plat is consistent with the Preliminary Plat approved under FS21-220.

Objective Analysis:

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

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 6.3 DU/Ac, the project most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan in this regard.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS21-862 - Heritage Asante Parcel 9 Ph 1 Final Plat - Staff Report
 2. 01 - FS21-862 - Heritage Asante Parcel 9 Ph 1 Final Plat - Vicinity Map
 3. 02 - FS21-862 - Heritage Asante Parcel 9 Ph 1 Final Plat - Zoning Map
 4. 03 - FS21-862 - Heritage Asante Parcel 9 Ph 1 Final Plat
 5. 04 - FS21-862 - Heritage Asante Parcel 9 Ph 1 - Luke Letter
 6. FS21-862 - Heritage Asante Parcel 9 Ph 1 Final Plat - PowerPoint
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS21-862

Project Name: Heritage Asante Parcel 9 – Phase 1

Council District: 1

City Council Date: June 7, 2022

Planner: Chris Sexton, Planner II

Owner: Lennar Arizona Construction Inc.

Applicant: Diego Ortiz with Hilgart Wilson, LLC

Request: Final Plat for a 42-lot, single-family subdivision in Parcel 9 of the Heritage Asante Planned Unit Development.

Site Location: Generally located west of 163rd Avenue and north of Grand Avenue

Site Size: 6.62 acres (approx.)

Density: 6.3 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Paradiso Asante PUD as amended under case FS18-078.
- The Final Plat is consistent with the Preliminary Plat approved under case FS21-220.

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

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

Additional Information:

Hilgart Wilson, LLC, on behalf of Lennar Arizona Construction Inc., requests approval of the Final Plat of Heritage Asante – Parcel 9 Phase 1. The subject property is approximately 6.62 net acres and it is located generally west of 163rd Avenue and north of Grand Avenue. The subject property is zoned RM-9 with a PUD Overlay.

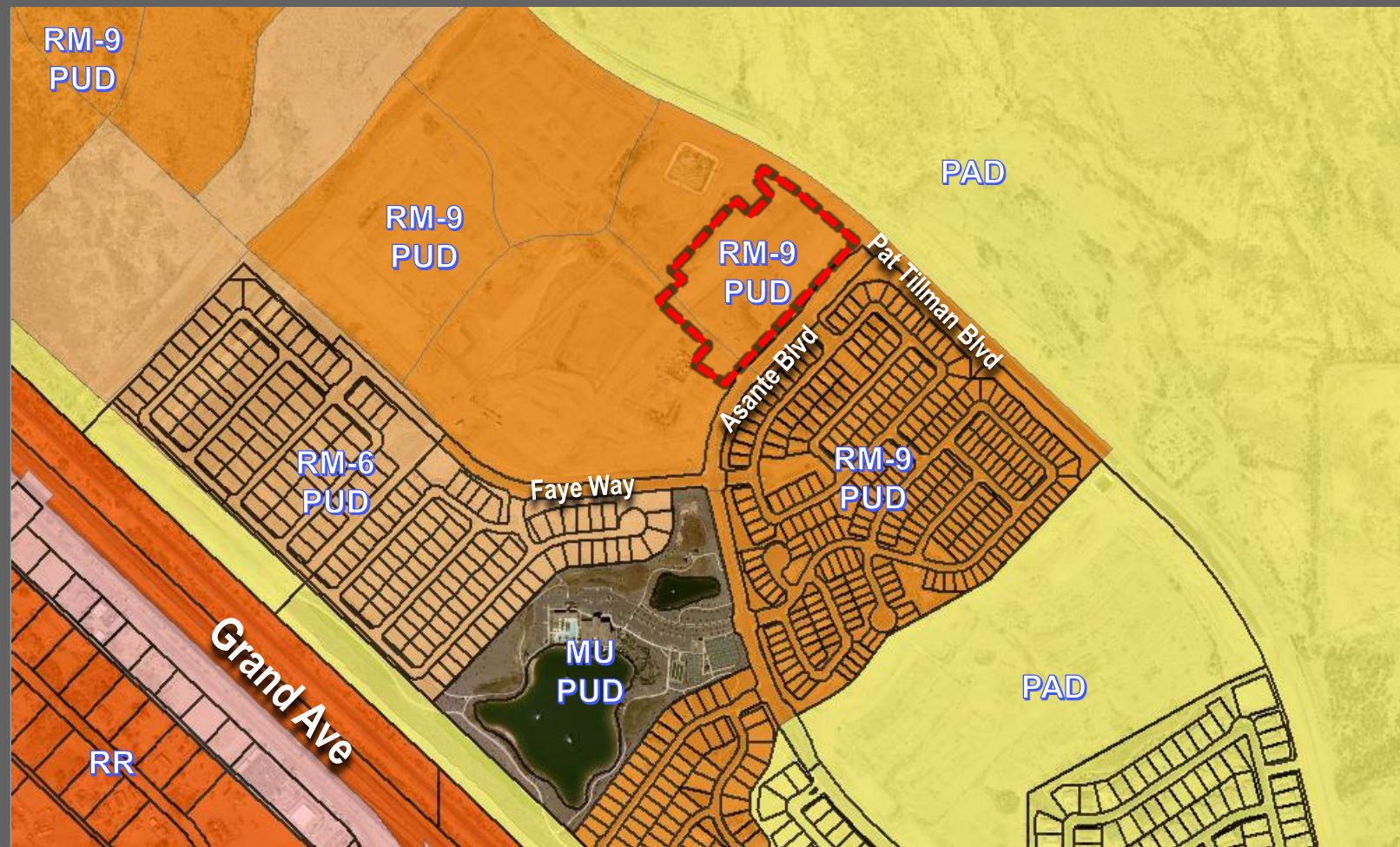
The applicant proposes 42 single-family lots for a total density of 6.3 dwelling units per acre. The typical lot sizes proposed in this subdivision are 50'x95' and 53'x95'. This development dedicates approximately 1.89 acres (22.07%) for open space, which includes the internal pedestrian trails that connect to adjacent parcels and to the sidewalks along the right-of-way. Although the majority of landscape in this parcel is designated for storm water retention, residents of this subdivision will have access to open space amenities in adjacent parcels and to the community pool and clubhouse amenities in Parcel 4 of the Heritage Asante development. The proposed Final Plat is in compliance with the latest amendment to the Paradiso Asante PUD (case FS18-078) and the Preliminary Plat approved under case FS21-220.

Attachments:

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



VICINITY MAP

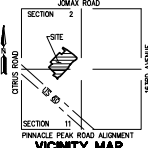


ZONING

FINAL PLAT
OF
HERITAGE ASANTE - PARCEL 9 PHASE 1
SURPRISE, ARIZONA
BEING WITHIN A PORTION OF THE SOUTHEAST QUARTER
OF SECTION 2, AND NORTHEAST QUARTER OF SECTION
11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA
AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNER
LOD ASANTE, LLC
1665 W ALAMEDA DR., SUITE 130
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA
AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

SURVEYOR
HILGART WILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: (602) 490-0030
benedict@hilgartwilson.com



SHEET INDEX
FP01 COVER SHEET
FP02 SHEET INDEX MAP, NOTES,
LOT/TRACT AREA TABLE, LOT
SERIALS & MOBILITY DETAIL
FP03-FP06 FINAL PLAT

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS:
THAT LOD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBMITTED UNDER THE NAME OF "HERITAGE ASANTE - PARCEL 9 PHASE 1" BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AND FOR THE PLAT OF SAID "HERITAGE ASANTE - PARCEL 9 PHASE 1" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

TRACT A IS HEREBY DECLARED AS PRIVATE ACCESSORY TO BE OWNED AND MAINTAINED BY HERITAGE ASANTE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AN EASEMENT FOR PUBLIC WATER AND SEWER, REFUSE COLLECTION, DRAINAGE AND EMERGENCY AND SERVICE THIS VEHICLE ACCESS IS HEREBY DEDICATED TO THE PUBLIC OVER TRACT A.

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 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 LIQUIDANT 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 LINE AIR FORCE BASE AND AUXILIARY FIELD.

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL 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 TRASH COLLECTION VEHICLES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN EGRESS 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 TRAVEL WITH CROOKS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL, 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 PURPOSES OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.

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

IN WITNESS WHEREOF:
LOD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREIN CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE ATTACHED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2022.

LOD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: LUDWIG COMMUNITIES DEVELOPMENT, INC., A DELAWARE CORPORATION
ITS: MANAGER
BY: _____ VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS _____ DAY OF _____, 2022, BEFORE ME APPEARED, JEFFERY GUNDERSON, WHO ACKNOWLEDGED HIMSELF TO BE THE _____ PRESIDENT OF LUDWIG COMMUNITIES DEVELOPMENT, INC., A DELAWARE CORPORATION THE MANAGER OF LOD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:
I HEREBY SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC MY COMMISSION EXPIRES _____

COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____ AS _____ OF HERITAGE ASANTE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREIN.

TITLE: _____
PRINTED NAME: _____

ACKNOWLEDGMENT FOR RATIFICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS, _____ DAY OF _____, 2022, BEFORE ME, PERSONALLY APPEARED WHO ACKNOWLEDGED _____ OF THE ASSOCIATION AND ACKNOWLEDGED THAT HE/SH/AS BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED HEREIN, BY SIGNING IN THE NAME OF THE ASSOCIATION, BY HIMSELF/HERSELF/AS.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL:
BY: _____ DATE _____

LEGAL DESCRIPTION

A PORTION OF LAND BEING SITUATED WITHIN THE SOUTHEAST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 11, 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 MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 11 FROM WHICH A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE SOUTHEAST CORNER OF SAID SECTION 11 THEREOF BEARS SOUTH 09°24'44" WEST, 1644.11 FEET;

THENCE NORTH 0°24'23" EAST, 2844.89 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11 TO THE NORTHEAST CORNER, POSITION CALCULATED PER RESULTS OF SURVEY RECORDED IN BOOK 679, PAGE 19, MARICOPA COUNTY RECORDS, ARIZONA;

THENCE NORTH 89°28'08" WEST, 1133.69 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER TO THE NORTHWESTERN RIGHT-OF-WAY LINE OF ASANTE ROLLINGWAY AS SHOWN ON THE MASTER PLAT OF HERITAGE ASANTE PHASE 1 FILED AS BOOK 1452, PAGE 20 RECORDS OF MARICOPA COUNTY, ARIZONA BEING THE POINT OF BEGINNING;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID RIGHT-OF-WAY:
THENCE LEAVING SAID NORTH LINE, SOUTH 43°21'21" WEST, 80.99 FEET;
THENCE SOUTH 88°24'21" WEST, 28.28 FEET;

THENCE SOUTH 42°45'23" WEST, 70.01 FEET;
THENCE SOUTH 03°28'50" EAST, 20.33 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 49°28'39" WEST, 11.73 FEET;
THENCE NORTH 03°28'50" WEST, 17.60 FEET;

THENCE NORTH 49°28'39" WEST, 91.97 FEET;
THENCE SOUTH 89°50'08" WEST, 14.23 FEET;

THENCE NORTH 53°02'47" WEST, 52.17 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 620.00 FEET, THE CENTER OF WHICH BEARS SOUTH 53°02'47" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°34'08", AN ARC LENGTH OF 59.62 FEET TO A TANGENT LINE;
* (CONTINUED ON SHEET 2)

BASIS OF BEARING

BASIS OF BEARING IS SOUTH 00°43'44" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 1390, PAGE 03, MARICOPA COUNTY RECORDS.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLANNED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE, ARIZONA, AND NO. 2010-012, SIGNED ON 8-20-2010, DECISION AND ORDER NUMBER 86-002344-001, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. 45-576.

FLOOD ZONE DESIGNATION

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 2401520702, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040604, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

PUBLIC NOTICE

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LINE 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 CURRENTLY 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

LOD ASANTE, LLC, A DELAWARE 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 LINE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LIQUIDANT 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 LINE 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 PERSONS OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LIQUIDANT PARTICLES.

LOD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("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 LOD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, 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 IN THE AREA OF THIS EASEMENT CAUSED BY OR ARISING AS THE PROMOTE RESULT OF THE ACTIVITIES OF THE CITY OF SURPRISE, EXCEPT FOR SUCH INJURY OR DAMAGES CAUSED BY OR ARISING SOLELY FROM THE NEGLIGENCE, MALICE, OR GROSSLY NEGLIGENT CONDUCT OF LOD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR THOSE OF ITS SUCCESSORS AND ASSIGNS THAT WAS THE DIRECT CAUSE OF THE INJURY TO THE USER.

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

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2022, 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 _____, 2022.

ATTEST: _____ DATE _____

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST 2021; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

BY: BRIAN J. BENEDICT, RLS
RLS# 22222
HILGART WILSON, LLC
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
P: (602) 490-0030
benedict@hilgartwilson.com



NOTES:

A.R.S. 32-101 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

HILGART WILSON
REGISTERED LAND SURVEYOR
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
P: (602) 490-0030
benedict@hilgartwilson.com

HERITAGE ASANTE - PARCEL 9 PHASE 1
FLOOD ZONE DESIGNATION
ASANTE ROLLINGWAY
SURPRISE, ARIZONA
FINAL PLAT

STATUS: _____
MUNICIPAL TRACKING NO: _____
APPROVED: EJB

PROJ. NO.: 1009
DATE: MAR 2022
SCALE: NONE
DRAWING: NNN
DWG. NO. FP01
SHT. 1 OF 6

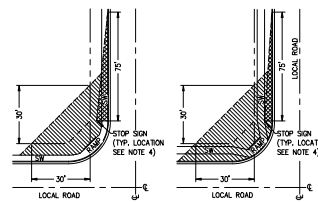
F821-662

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	4845	0.111
LOT : 2	4750	0.109
LOT : 3	5000	0.115
LOT : 4	5000	0.115
LOT : 5	5000	0.115
LOT : 6	4750	0.109
LOT : 7	4750	0.109
LOT : 8	4750	0.109
LOT : 9	4750	0.109
LOT : 10	4750	0.109
LOT : 11	4985	0.114
LOT : 12	5035	0.116
LOT : 13	5035	0.116
LOT : 14	5035	0.116
LOT : 15	5035	0.116
LOT : 16	5035	0.116
LOT : 17	5035	0.116
LOT : 18	5035	0.116
LOT : 19	5035	0.116
LOT : 20	5080	0.117
LOT : 21	5080	0.117

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 22	5035	0.116
LOT : 23	5035	0.116
LOT : 24	5035	0.116
LOT : 25	5035	0.116
LOT : 26	5035	0.116
LOT : 27	5035	0.116
LOT : 28	5035	0.116
LOT : 29	5035	0.116
LOT : 30	4985	0.114
LOT : 31	4795	0.110
LOT : 32	4750	0.109
LOT : 33	4750	0.109
LOT : 34	4750	0.109
LOT : 35	4750	0.109
LOT : 36	4750	0.109
LOT : 37	4750	0.109
LOT : 38	4795	0.110
LOT : 39	4750	0.109
LOT : 40	4750	0.109
LOT : 41	4750	0.109
LOT : 42	4750	0.109
LOT : 43	4750	0.109
LOT : 44	4750	0.109
LOT : 45	4750	0.109
LOT : 46	4750	0.109
LOT : 47	4750	0.109
LOT : 48	4750	0.109

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	1.9638	PRIVATE ACCESSWAY, WATER & SEWER EASEMENT
TRACT B	0.0256	COMMON AREA
TRACT C	1.6731	COMMON AREA & DRAINAGE
TRACT D	0.1241	COMMON AREA
TRACT E	0.0367	COMMON AREA
TRACT F	0.0367	COMMON AREA

- COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PLANS AND/OR AMENITIES.
- SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DEDICATED ON THE FOLLOWING SHEETS.
- THE LINES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OVER THE ENTIRE TRACT.



- NOTES:**
- SIGNS, FENCES, WALLS, UTILITY POLES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.
 - PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE FOR THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT EXCEED WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.
 - TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:
 - NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.
 - TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.
 - TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.
 - STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.
 - UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE 4).
 - NO VEGETATION OVER 30 INCHES IN HEIGHT.

AREAS

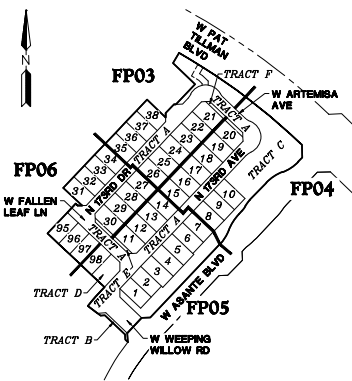
TRACT A AREA =	85,545 SQ. FT. 1.9638 ACRES
TRACTS B-F AREA =	82,691 SQ. FT. 1.8963 ACRES
LOT AREA =	266,125 SQ. FT. 6.1300 ACRES
GROSS AREA =	374,271 SQ. FT. 8.5921 ACRES
NET AREA =	288,726 SQ. FT. 6.6283 ACRES
DENSITY (GROSS) =	4.9 D.U. / ACRE
DENSITY (NET) =	6.3 D.U. / ACRE

NOTES

- NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x20' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30' ABOVE GROUND LEVEL (SEE DETAIL, THIS SHEET).
- ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
- PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGHOUT THE ASSOCIATION OR THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- IN ACCORDANCE WITH ARIZONA STATUTE § 4-401.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN, PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14750, WHEN APPLICABLE.
- THE ROADS DESIGNATED AS "PRIVATE" AND ANY APURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURBS AND GUTTERS, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR HOMEOWNERS ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS PRIVATE.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- TOTAL NUMBER OF LOTS = 42
- DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE F517-010 OR AS SUBSEQUENTLY AMENDED.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE F521-220.

LEGAL DESCRIPTION (CONTINUED)

THENCE NORTH 43°31'21" EAST, 23.18 FEET;
 THENCE NORTH 46°28'38" WEST, 259.00 FEET;
 THENCE NORTH 43°31'21" EAST, 135.00 FEET;
 THENCE SOUTH 46°28'38" EAST, 9.00 FEET;
 THENCE NORTH 88°31'21" EAST, 14.14 FEET;
 THENCE NORTH 46°28'38" WEST, 85.00 FEET;
 THENCE NORTH 43°31'21" EAST, 402.00 FEET;
 THENCE SOUTH 46°28'38" EAST, 85.00 FEET;
 THENCE NORTH 01°28'38" WEST, 14.14 FEET;
 THENCE NORTH 43°31'21" EAST, 40.00 FEET;
 THENCE NORTH 88°31'21" EAST, 7.07 FEET;
 THENCE NORTH 43°31'21" EAST, 92.00 FEET;
 THENCE NORTH 46°28'38" WEST, 101.00 FEET;
 THENCE NORTH 30°00'58" EAST, 38.48 FEET TO THE SOUTHWESTERN RIGHT-OF-WAY LINE OF PAT TILLMAN BOULEVARD AS SHOWN ON THE MAP OF DEDICATION FOR ASANTE PHASE TWO FILED AS BOOK 865, PAGE 46, RECORDS OF MARICOPA COUNTY, ARIZONA BEING A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 213.50 FEET, THE CENTER OF WHICH BEARS SOUTH 30°00'58" WEST;
 THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°30'25", AN ARC LENGTH OF 502.89 FEET TO A NON-TANGENT LINE;
 THENCE SOUTH 46°28'38" EAST, 6.17 FEET;
 THENCE SOUTH 01°28'38" EAST, 42.43 FEET TO THE NORTHWESTERN RIGHT-OF-WAY LINE OF ASANTE BOULEVARD AS SHOWN ON SAID PLAT;
 THENCE THE FOLLOWING TEN (10) COURSES ALONG SAID RIGHT-OF-WAY:
 THENCE NORTH 43°31'21" WEST, 16.74 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 137.00 FEET;
 THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°33'00", AN ARC LENGTH OF 63.48 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 138.00 FEET;
 THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°33'50", AN ARC LENGTH OF 63.95 FEET TO A TANGENT LINE;
 THENCE SOUTH 43°31'21" WEST, 79.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 88.00 FEET;
 THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°15'10", AN ARC LENGTH OF 24.97 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 62.00 FEET;
 THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°15'27", AN ARC LENGTH OF 17.80 FEET TO A TANGENT LINE;
 THENCE SOUTH 43°31'21" WEST, 16.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 163.00 FEET;
 THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°34'54", AN ARC LENGTH OF 64.24 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 137.00 FEET;
 THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°34'54", AN ARC LENGTH OF 53.99 FEET TO A TANGENT LINE;
 THENCE SOUTH 43°31'21" WEST, 244.46 FEET TO THE POINT OF BEGINNING.



SHEET INDEX MAP



HERITAGE ASANTE - PARCEL 9 PHASE 1

ASANTE SURPRISE, ARIZONA

PLAT

HILGART WILSON

REGISTERED PROFESSIONAL SURVEYOR

NO. 12222, STATE OF ARIZONA

PROJECT NO.: 1909

DATE: MAR 2022

SCALE: NONE

DRAWN: NEM

APPROVED: BLB

DWG. NO.

FP02

SHT. 2 OF 6

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

28 April 2021

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

Ms. Nichole Flores
Development Services Specialist
City of Surprise Planning Department
16000 N. Civic Center Plaza
Surprise AZ 85374

Re: FS21-220; Heritage Asante Parcel 9 (APN: 503-73-771C)

Dear Ms. Flores

Thank you for the opportunity to provide comments on the Preliminary Plat Application for Heritage Asante Parcel 9. The site is located on 20.9 acres of undeveloped land located at Asante Blvd and Pat Tillman Blvd in Surprise, AZ and is part of the larger 2,105 acre, mixed use Asante North Master Planned Development. This request is to develop 98 single-family homes for an overall density of 4.6 du/ac. The site is located approximately 2.2 miles outside the Luke AFB Auxiliary Field #1 65 DNL, "high noise or accident potential zone," as defined by A.R.S. § 28-8461, and falls inside and outside 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 DNL as follows: a maximum of 2 du/acre from the 65 DNL to 1/2 mile, a maximum of 4 du/acre from 1/2 to 1 mile, and a maximum of 6 du/acre from 1 to 3 miles. This project with a density of 4.6 du/ac falls within these guidelines.

This request, as stated in the application, will not negatively impact the flying operations at Luke AFB. Since the site is located within the "territory in the vicinity of a military airport," it will be subjected to noise from approximately 165 flights per day, we recommend you review the sound attenuation requirements found in A.R.S. §28-8482. We also encourage an aggressive notification program on the part of the applicant to inform potential residents about Luke AFB operations.

If there are any questions, please contact my Community Planner, Mr. Mark James at (623) 856-9981.

Sincerely

TOALE.CHRISTOPHER.P.10396
HER.P.1039696165

Digitally signed by
TOALE.CHRISTOPHER.P.10396
96165
Date: 2021.04.28 13:38:16 -0700

CHRISTOPHER P. TOALE

cc:

Colonel Luke B. Casper, Vice Commander, 56th Fighter Wing

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

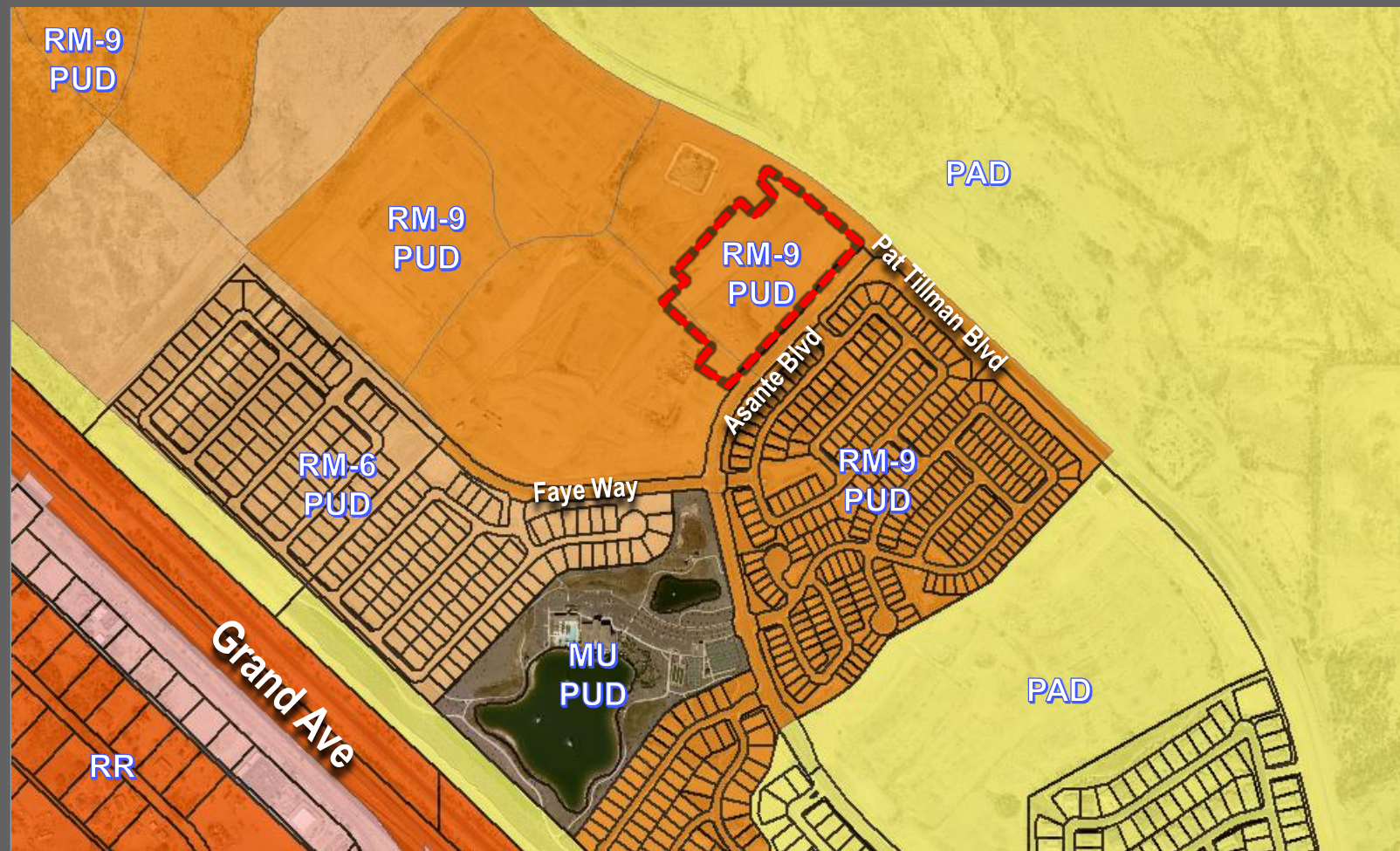


Heritage Asante Parcel 9 Phase 1 Final Plat

City Council
June 7, 2022



VICINITY MAP

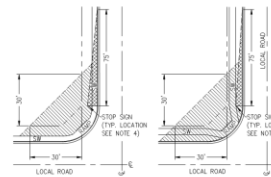


ZONING

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 22	5035	0.116
LOT : 23	5035	0.116
LOT : 24	5035	0.116
LOT : 25	5035	0.116
LOT : 26	5035	0.116
LOT : 27	5035	0.116
LOT : 28	5035	0.116
LOT : 29	5035	0.116
LOT : 30	4985	0.114
LOT : 31	4795	0.110
LOT : 32	4750	0.109
LOT : 33	4750	0.109
LOT : 34	4750	0.109
LOT : 35	4750	0.109
LOT : 36	4750	0.109
LOT : 37	4750	0.109
LOT : 38	4795	0.110
LOT : 95	4750	0.109
LOT : 96	4750	0.109
LOT : 97	4750	0.109
LOT : 98	4750	0.109

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	1.9638	PRIVATE ACCESSORY, WATER & SEWER EASEMENT
TRACT B	0.0256	COMMON AREA
TRACT C	1.6731	COMMON AREA & DRAINAGE
TRACT D	0.1241	COMMON AREA
TRACT E	0.0367	COMMON AREA
TRACT F	0.0367	COMMON AREA

2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
3. THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OVER THE ENTIRE TRACT.



LOCAL STREET
SIGHT VISIBILITY TRIANGLES

CITY OF SURPRISE SUPPLEMENTAL ENGINEERING DEVELOPMENT STANDARDS
DETAILS FOR PUBLIC CONSTRUCTION: DETAIL NO. 4-02
SEE DETAIL NO. 4-01 SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL &
COLLECTOR STREETS

- NOTES:**
1. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.
 2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE APPROVED BY THE TOWNSHIP ENGINEER. PLANTINGS SHALL NOT EXCEED 40 INCHES IN HEIGHT FOR ANY SPECIES. PLANTINGS WITHIN THE RIGHT-OF-WAY FOR ASHTO GUIDELINES.
 3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:
 - A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 6 INCHES ARE PERMITTED.
 - B. TREES SHALL NOT OBSTRUCT MORE THAN 50% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.
 4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.
- | | |
|---|--|
|  | UNOBSTRUCTED VIEW EASEMENT AREA
(SEE NOTE #3) |
|  | NO VEGETATION OVER 30 INCHES IN HEIGHT |

AREAS

TRACT A AREA =	85,545 SQ. FT. 1.9638 ACRES
TRACTS B-F AREA =	82,601 SQ. FT. 1.8963 ACRES
LOT AREA =	206,125 SQ. FT. 4.7320 ACRES
GROSS AREA =	374,271 SQ. FT. 8.5921 ACRES
NET AREA =	288,726 SQ. FT. 6.6283 ACRES
DENSITY (GROSS) =	4.9 D.U. / ACRE
DENSITY (NET) =	6.3 D.U. / ACRE

NOTES

- [illegible]

LEGAL DESCRIPTION (CONTINUED)

THENCE NORTH 43°31'21" EAST, 23.18 FEET;
THENCE NORTH 46°28'39" WEST, 259.00 FEET;
THENCE NORTH 43°31'21" EAST, 135.00 FEET;
THENCE SOUTH 46°28'39" EAST, 9.00 FEET;
THENCE NORTH 88°31'21" EAST, 14.14 FEET;
THENCE NORTH 46°28'39" WEST, 85.00 FEET;
THENCE NORTH 43°31'21" EAST, 402.00 FEET;
THENCE SOUTH 46°28'39" EAST, 85.00 FEET;
THENCE NORTH 01°28'39" WEST, 14.14 FEET;
THENCE NORTH 43°31'21" EAST, 40.00 FEET;
THENCE NORTH 88°31'21" EAST, 9.00 FEET;
THENCE NORTH 43°31'21" EAST, 92.07 FEET;
THENCE NORTH 46°28'39" WEST, 101.00 FEET;

THENCE SOUTH 46°28'39" EAST, 6.17 FEET;

THENCE SOUTH 01°28'39" EAST, 42.43 FEET TO THE NORTHWESTERN RIGHT-OF-WAY LINE OF ASANTE BOULEVARD AS SHOWN ON SAID PLAT;

THENCE THE FOLLOWING TEN (10) COURSES ALONG SAID RIGHT-OF-WAY:

THENCE SOUTH 43°31'21" WEST, 18.74 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 137.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°33'00", AN ARC LENGTH OF 63.48 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 138.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°33'00", AN ARC LENGTH OF 63.95 FEET TO A TANGENT LINE;

THENCE SOUTH 43°31'21" WEST, 79.93 FEET TO THE BEGINNING OF A TANGENT CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 88.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°15'33", AN ARC LENGTH OF 24.97 FEET TO THE BEGINNING OF A SECOND CURVE; CORNER 4, MODULUS 100.00 FT., BEARING S 89°00'00" W, 100.00 FT.

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 167°53", AN ARC LENGTH OF 17.60 FEET TO A

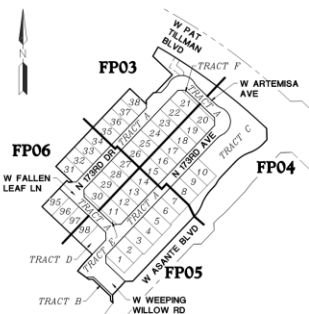
THENCE SOUTH 43°31'21" WEST, 16.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°34'54", AN ARC LENGTH OF 64.24 FEET TO

THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 137.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°34'54", AN ARC LENGTH OF 53.99 FEET TO

TANGENT LINE;

THENCE SOUTH 47°31'21" WEST 344.45 FEET TO THE POINT OF BEGINNING



SHEET INDEX MAP
N.T.S.



HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
4111 HIGHLAND AVE., STE. 250 | P. 602.490.0038 / F. 602.368.2436
SHAWNEE, KY 40366
www.hilgartwilson.com

HERITAGE ASANTE - PARCEL 9 PHASE 1
ASANTE BOULEVARD & 163RD AVENUE

FINAL PLAT

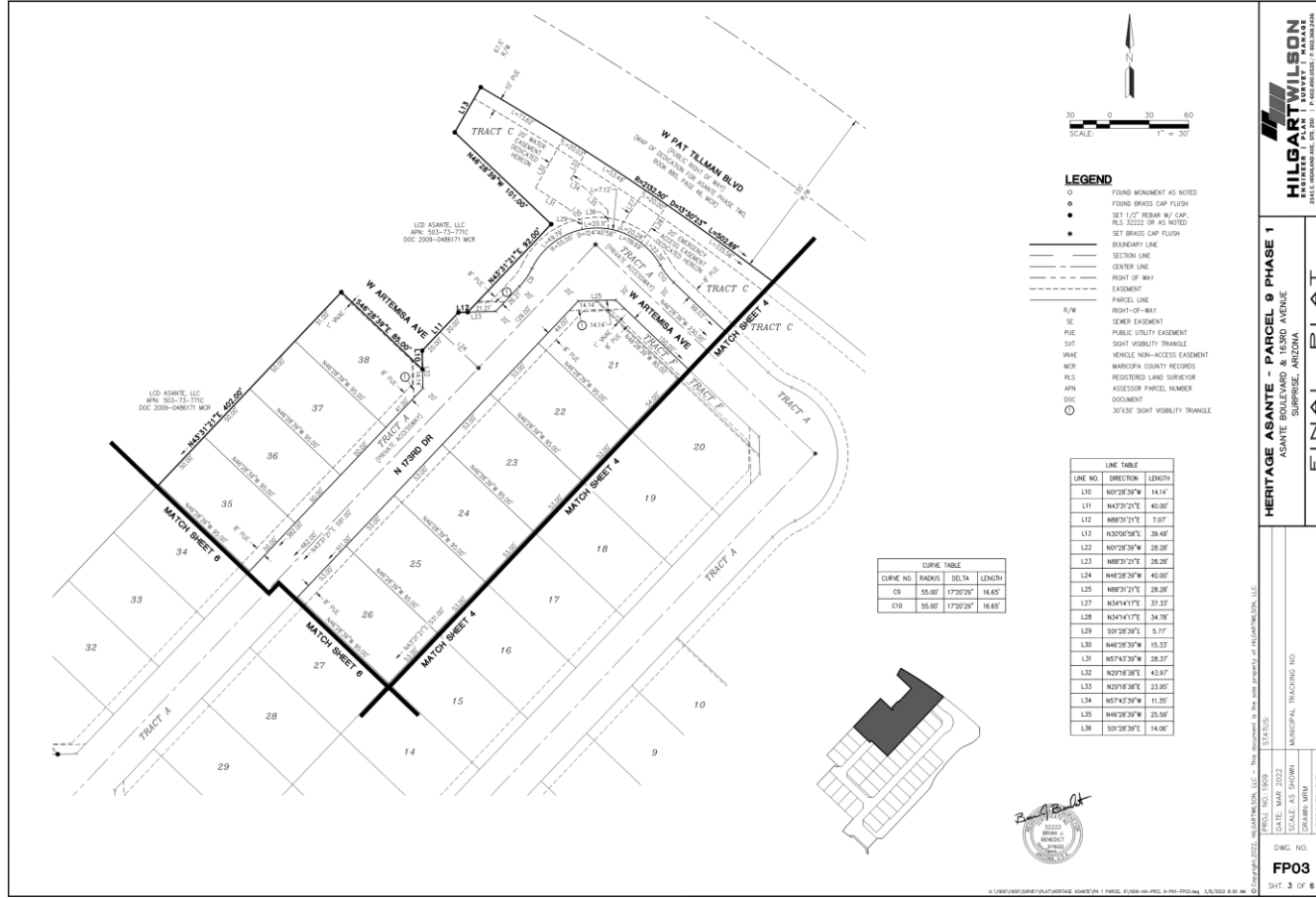
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DATE: MAR 2022
SCALE: NONE

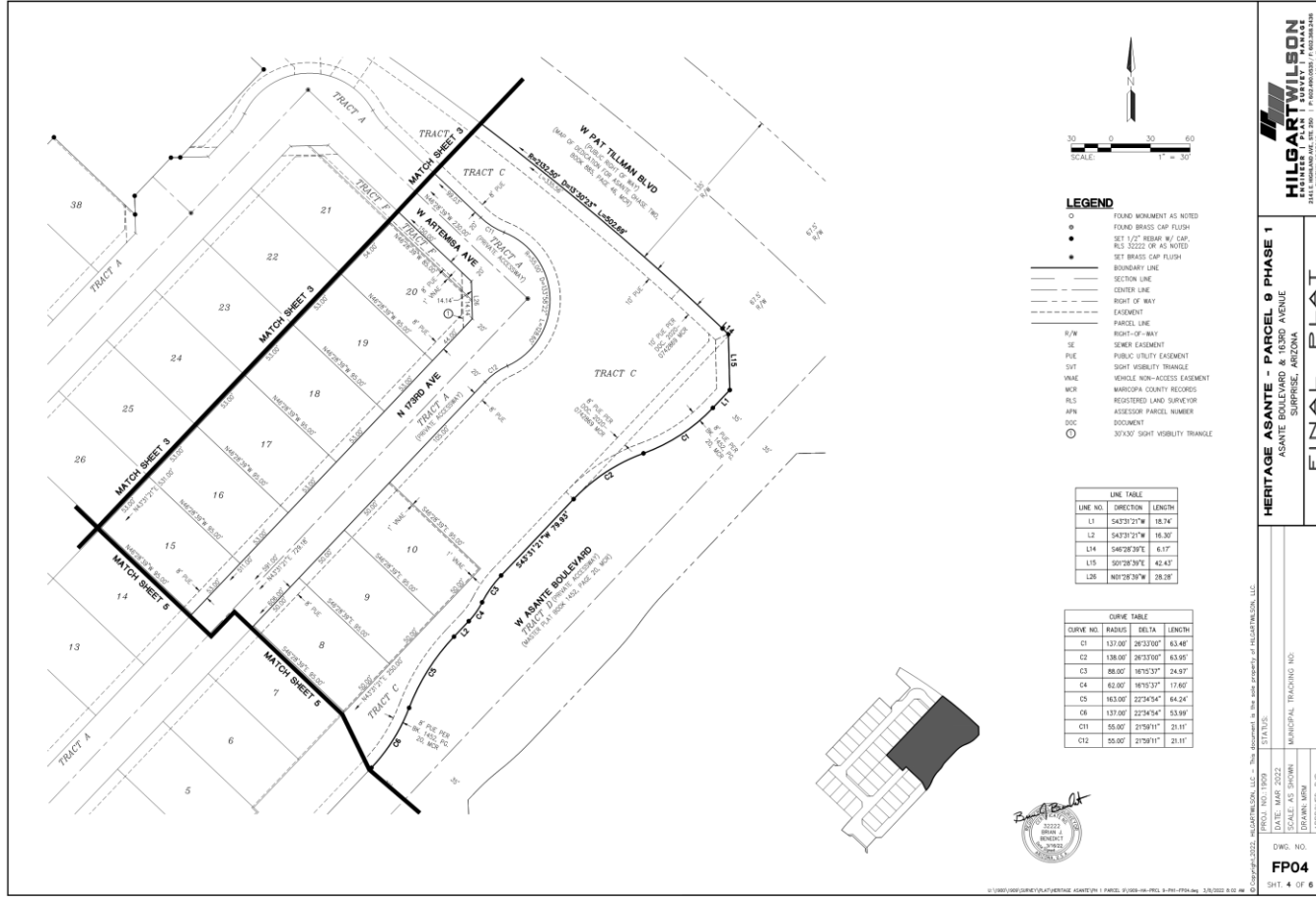
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FS21-862

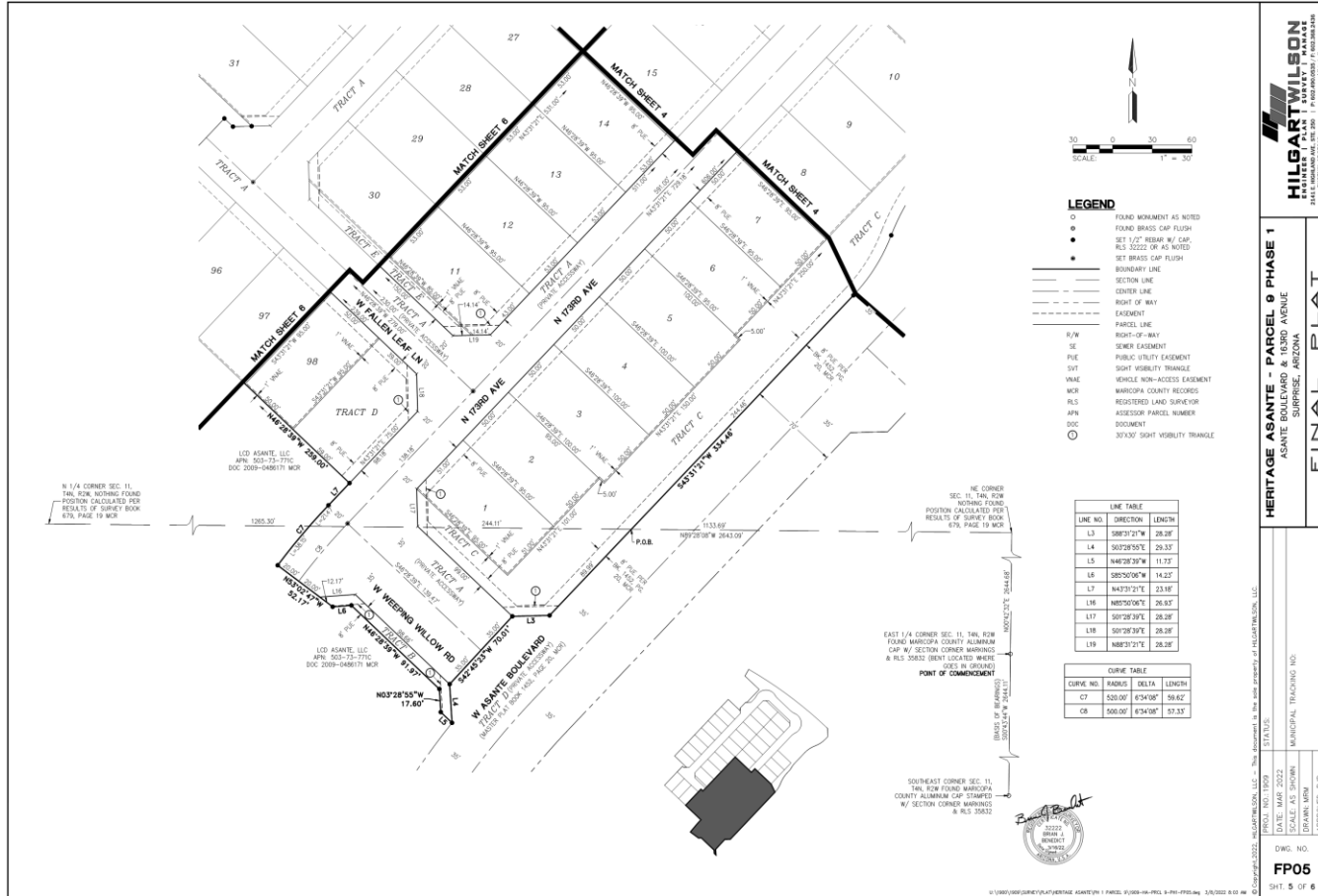
FINAL PLAT



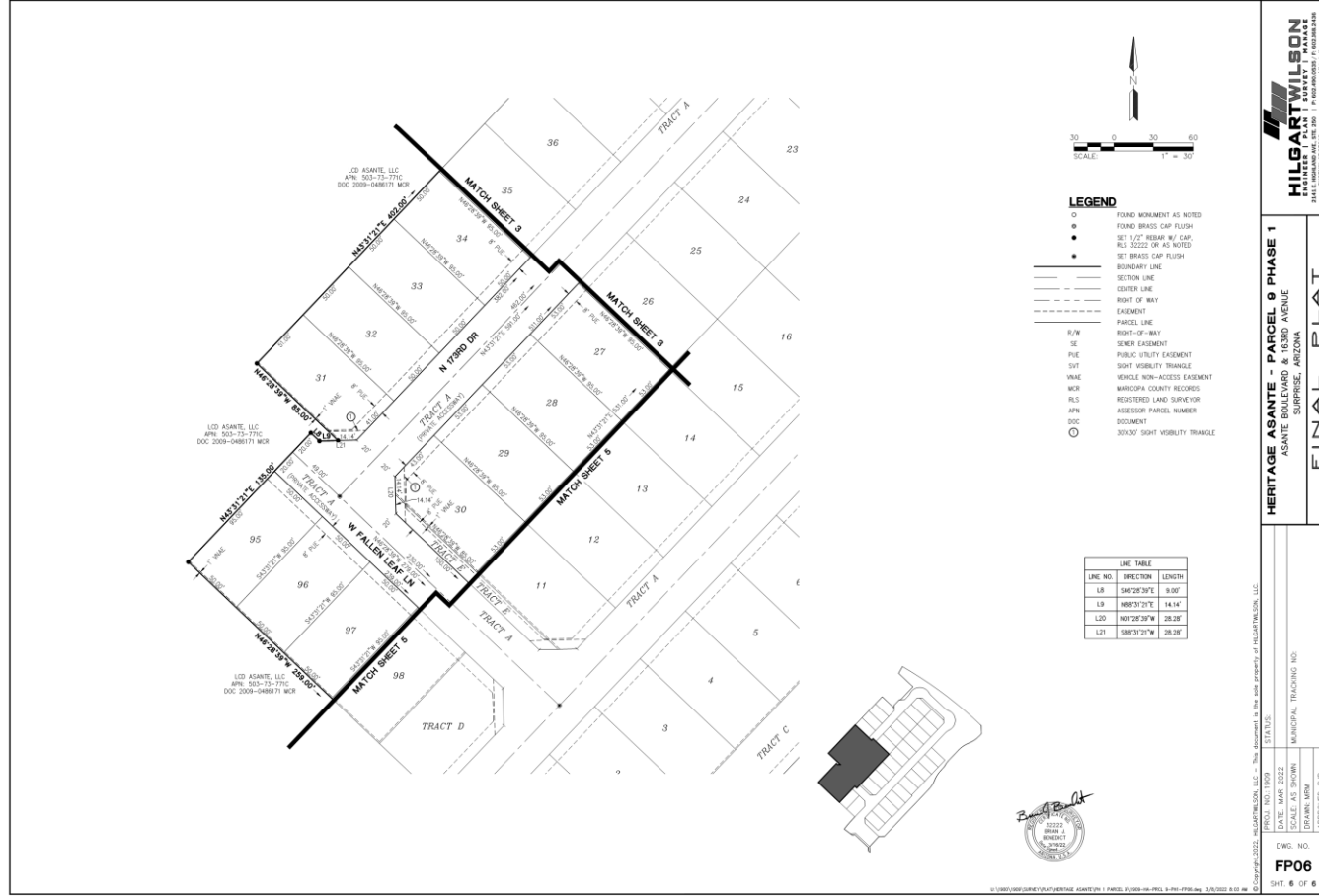
FINAL PLAT



FINAL PLAT



FINAL PLAT



FINAL PLAT



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 7, 2022 Contact Person: Chris Sexton
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, “Fulton Homes Escalante – Parcels 8 & 10” and dated April 1, 2022, a property located near the northeast corner of 163rd Avenue and Pinnacle Peak and Asante Boulevard; Case FS21-867

Motion:

I move to approve the Final Plat entitled, “Fulton Homes Escalante – Parcels 8 & 10” and dated April 1, 2022.

Background:

Meikle Garrett with EPS Group, Inc, seeks approval of a Final Plat for a 158-lot single-family residential subdivision in Parcels 8 & 10 of the Escalante development.

Objective Analysis:

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

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS21-867 - Fulton Homes Escalante Parcels 8 and 10 - Final Plat - Staff Report
 2. 01 - FS21-867 Fulton Homes Escalante Parcels 8 and 10 - Final Plat - Vicinity Map
 3. 02 - FS21-867 Fulton Homes Escalante Parcels 8 and 10 - Final Plat - Zoning Map
 4. 03 - FS21-867 Fulton Homes Escalante Parcels 8 and 10 - Final Plat
 5. 04 - FS21-867 Fulton Homes Escalante Parcels 8 and 10 - Luke AFB Comments
 6. FS21-867 Fulton Homes Escalante Parcels 8 and 10 - Final Plat - PowerPoint
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS21-867

Project Name: Fulton Homes Escalante Parcels 8 & 10 – Final Plat

Council District: 1 - Acacia

City Council Date: June 7, 2022

Planner: Chris Sexton, Planner II

Owner: Fulton Homes Corporation

Applicant: Meikle Garrett of EPS Group, Inc.

Request: Final Plat for a 158-lot, single-family subdivision in Parcels 8 & 10 of the Escalante Development.

Site Location: Northeast corner of 163rd Avenue and Pinnacle Peak

Site Size: 43.08 acres (approx.)

Density: 3.67 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the latest amendment to the Altamira PAD as approved under case FS18-488.
- The Final Plat is consistent with the Preliminary Plat approved under case FS16-301.

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

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

Additional Information:

EPS Group, Inc., on behalf of Fulton Homes Corporation, requests approval of the Final Plat for Fulton Homes Escalante – Parcels 8 and 10. The subject property is approximately 43.08 acres and is located on the northeast corner of 163rd Avenue and Pinnacle Peak. The subject property is zoned PAD and has a land use designation of Single Family Detached.

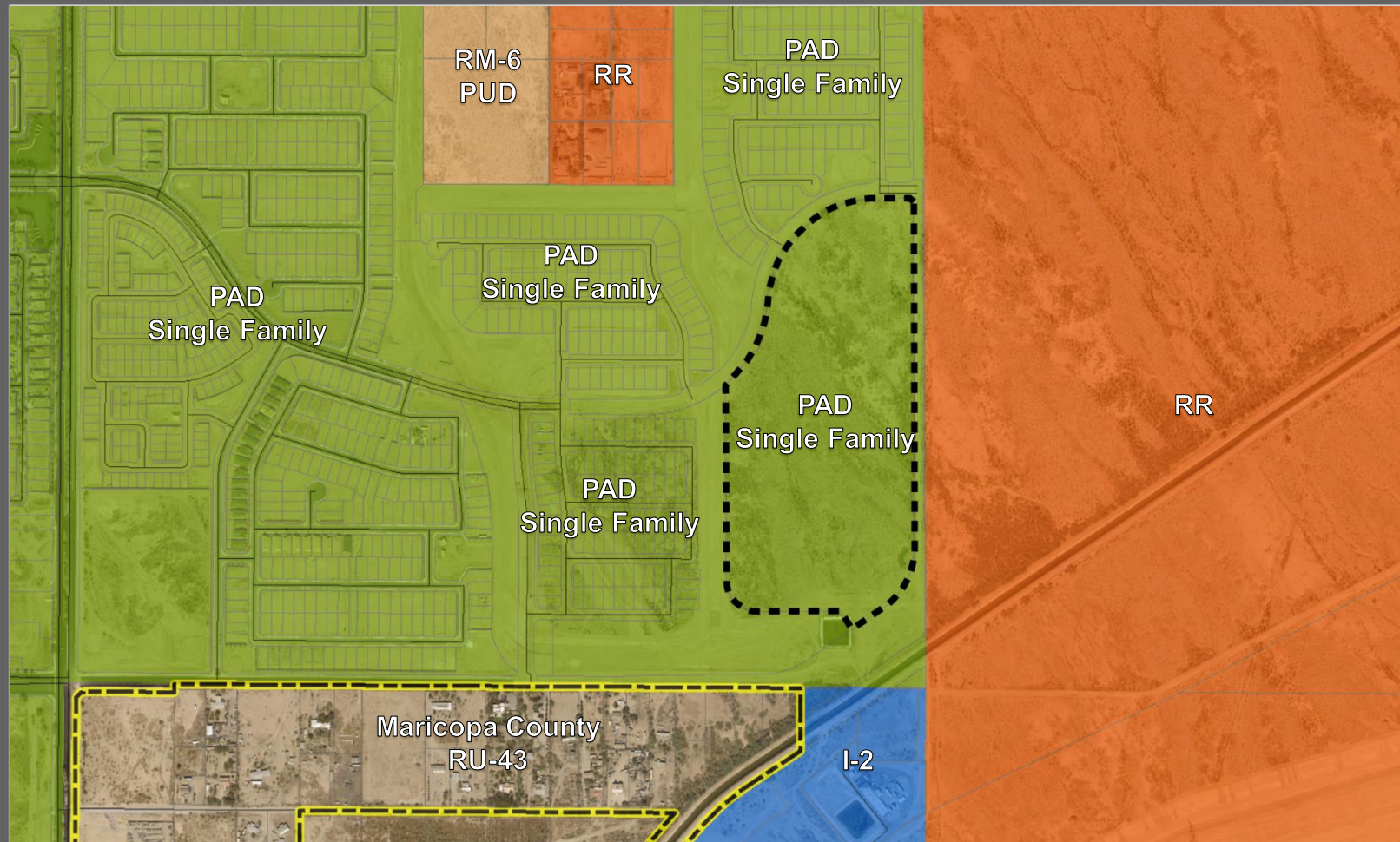
The applicant proposes a total of 158 single-family lots for a total density of 3.67 dwelling units per acre. The typical lot proposed is 53' x 120'. This plat includes a total of 8.47 acres of open space that includes a park site (Tract C-F), which includes a full basketball court, a cornhole court, BBQ grills with shade structures and a pedestrian trail with connectivity to the adjacent Escalante development. Residents of this subdivision will also have access to a community park which is proposed to have an aquatic center along with other recreation amenities. The proposed Final Plat is in compliance with the latest amendment to the Altamira PAD (case FS18-488) and the Preliminary Plat approved under case FS16-301.

Attachments:

- 01 Vicinity Map
- 02 Zoning Map
- 03 Final Plat
- 04 Luke AFB Comments

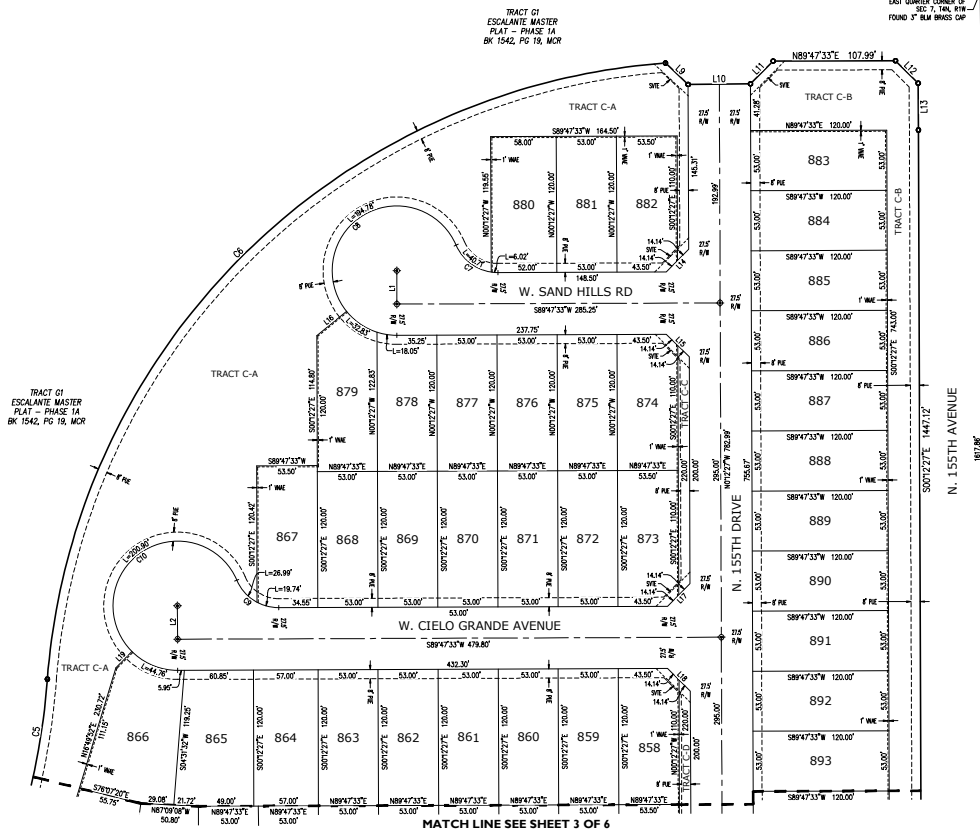


FS21-867 VICINITY MAP



FS21-867 ZONING

Map 781, 2022 1:13,000 S:\Projects\2018\18-212\Legal Survey\Survey\Map\Map\Map 781.dwg

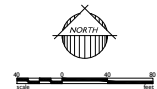


LEGEND

- SECTION LINE
- PARCEL BOUNDARY
- PARCEL LOT LINE
- EASEMENT LINE
- EXISTING LOT LINE
- EXISTING STREET CENTERLINE
- EXISTING EASEMENT LINE
- EXISTING R/W
- FOUND SECTION CORNER AS NOTED
- INTERIOR MONUMENT, SET BRASS CAP PER MAG STANDARD DETAIL 120
- SET REBAR WITH CAP, RLS 37495
- FOUND MONUMENT AS NOTED

ABBREVIATIONS

- R/W RIGHT OF WAY
- PUE PUBLIC UTILITY EASEMENT
- APN ASSESSORS PARCEL NUMBER
- MCR MARICOPA COUNTY RECORDER
- DOC DOCUMENT
- VNAE VEHICULAR NON-ACCESS EASEMENT
- SVT 30' X 30' SIGHT VISIBILITY TRIANGLE
- SSE SANITARY SEWER EASEMENT



FS21-867
DATE OF DRAWING: 2022-05-29

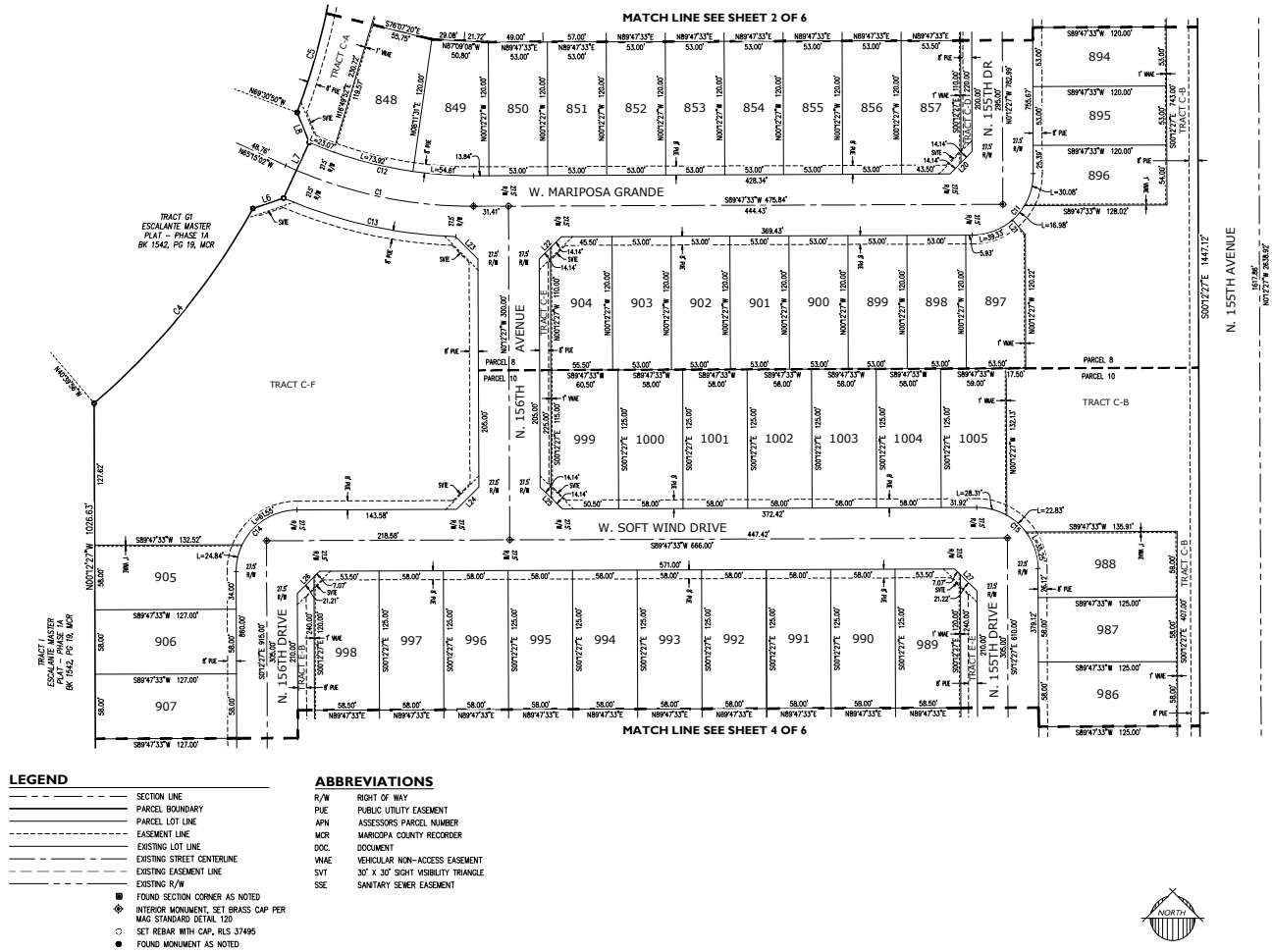


FULTON HOMES ESCALANTE
- PARCELS 8 & 10

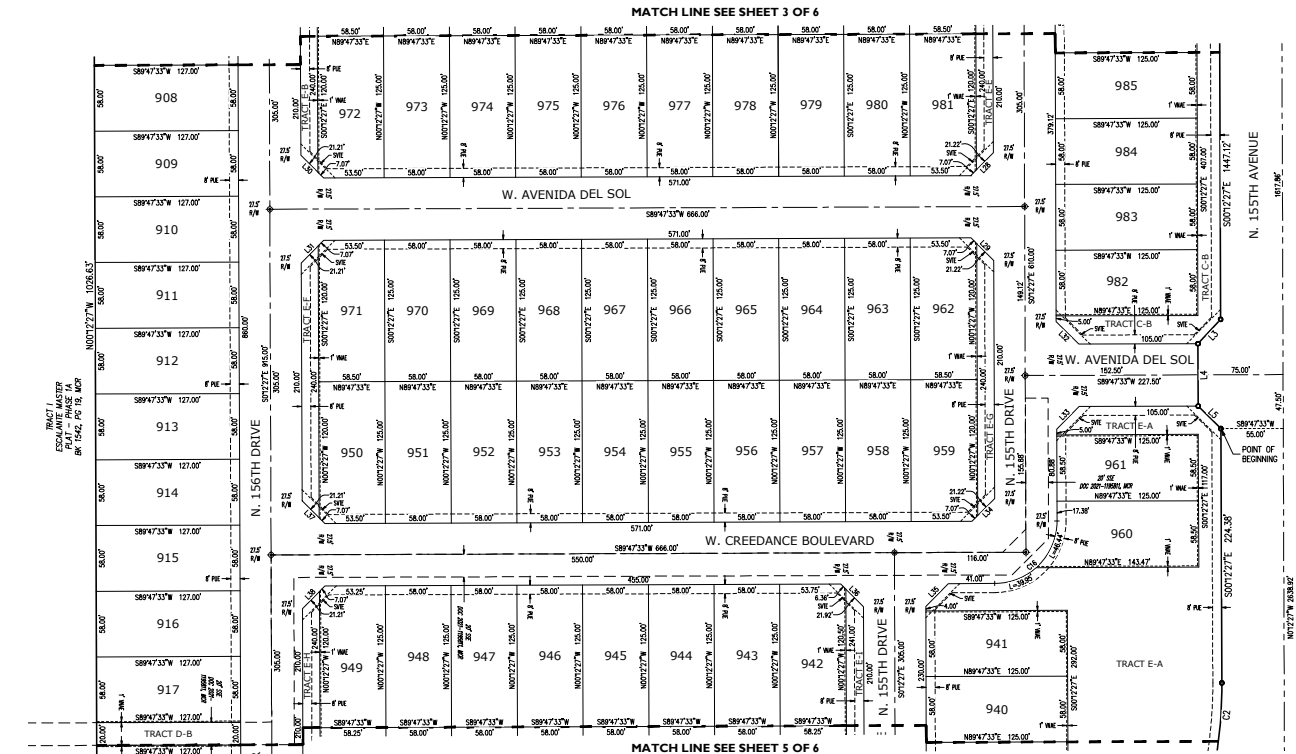
FINAL PLAT



Job No.
18-212
PLAT
Sheet No.
2
of 6



Map 78, 2022 11-04-2021 11:46:00 AM S:\Projects\2021\11-04-2021\Map 78-2022\Map 78-2022.dwg Survey Group\Survey Group\Map 78-2022.dwg

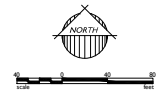


LEGEND

- SECTION LINE
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- DOC DOCUMENT
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- SVT 30' X 30' SIGHT VISIBILITY TRIANGLE
- SSE SANITARY SEWER EASEMENT

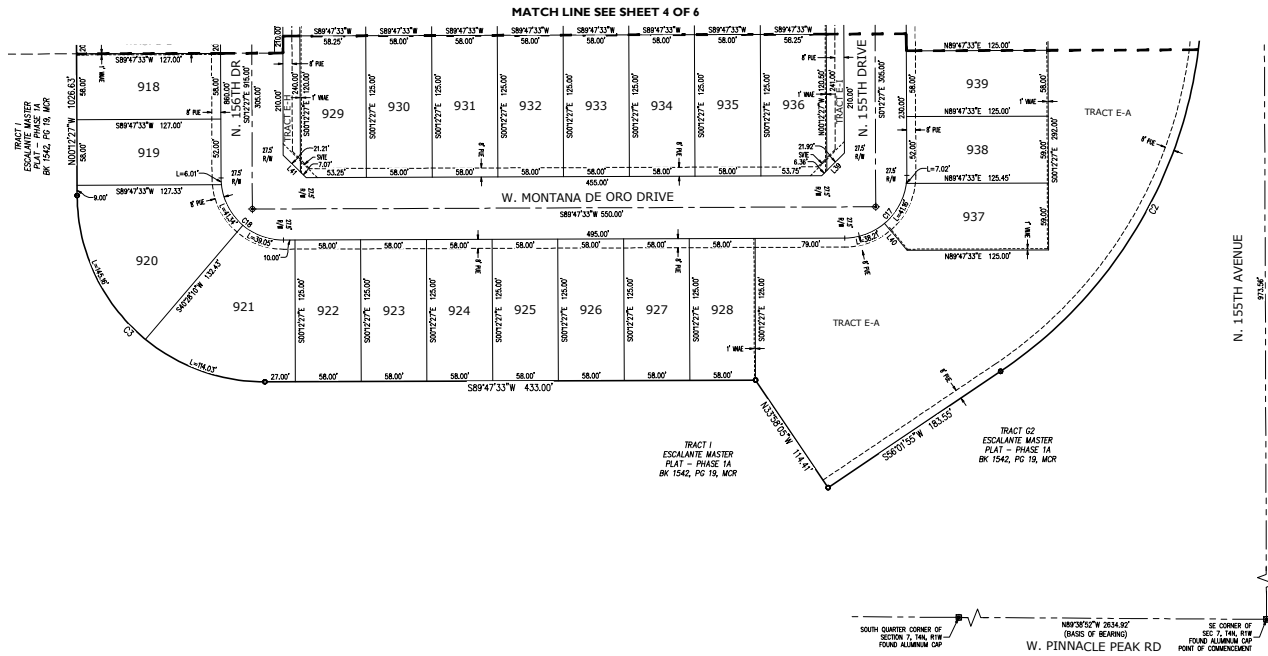


FS21-867
DATE OF DRAWING: 2022-02-29

FULTON HOMES ESCALANTE
- PARCELS 8 & 10
NORTH AVENUE, ARIZONA
FINAL PLAT

Project: FS21-867
Revision: 1
Drawn by: CAJ
Reviewed by: BAI

Job No. 18-212
PLAT
Sheet No. 4 of 6

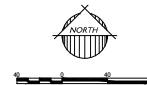


LEGEND

- SECTION LINE
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- MOR MARICOPA COUNTY RECORDER
- DOC. DOCUMENT
- N/AE VEHICULAR NON-ACCESS EASEMENT
- SVT 30' x 30' SIGHT VISIBILITY TRIANGLE
- SSE SANITARY SEWER EASEMENT



FS21-867
DATE OF DRAWING: 2022-05-29

11320 N. Arroyo Schmitt Rd., Suite 120
Phoenix, Arizona 85028
T: 480.505.2250 | F: 480.535.1799
www.eppsgroupinc.com

FULTON HOMES ESCALANTE
- PARCELS 8 & 10
NANTHE, ARIZONA
FINAL PLAT

Prepared by: [Signature]
Reviewed by: [Signature]
Checked by: [Signature]
Approved by: [Signature]

Drawn by: CAJ
Revised by: BAJ

18-212
PLAT
Sheet No. 5 of 6

Christina Sexton

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Thursday, November 4, 2021 3:12 PM
To: Nichole Flores
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS21-867 Fulton Homes Escalante - New Digital Submittal 11.01.21

*****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 Fulton Homes Escalante Application. This application is for development of 159 single family homes located at the NEC of 163rd Ave and Pinnacle Peaks Rd in Surprise, AZ. It is approximately 4.2 miles outside the Luke AFB 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 James

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

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Monday, November 1, 2021 2:16 PM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Debbie Trasancos (Maricopa Water District) <debriet@mwdaz.com>; 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>; Lynndsay O'Neil <lynndsay.oneill@maricopa.gov>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Lorraine Nevarez <Lorraine.Nevarez@surpriseaz.gov>
Subject: [Non-DoD Source] FS21-867 Fulton Homes Escalante - New Digital Submittal 11.01.21

Good afternoon,

Attached please find the **application, narrative, and final plat** 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

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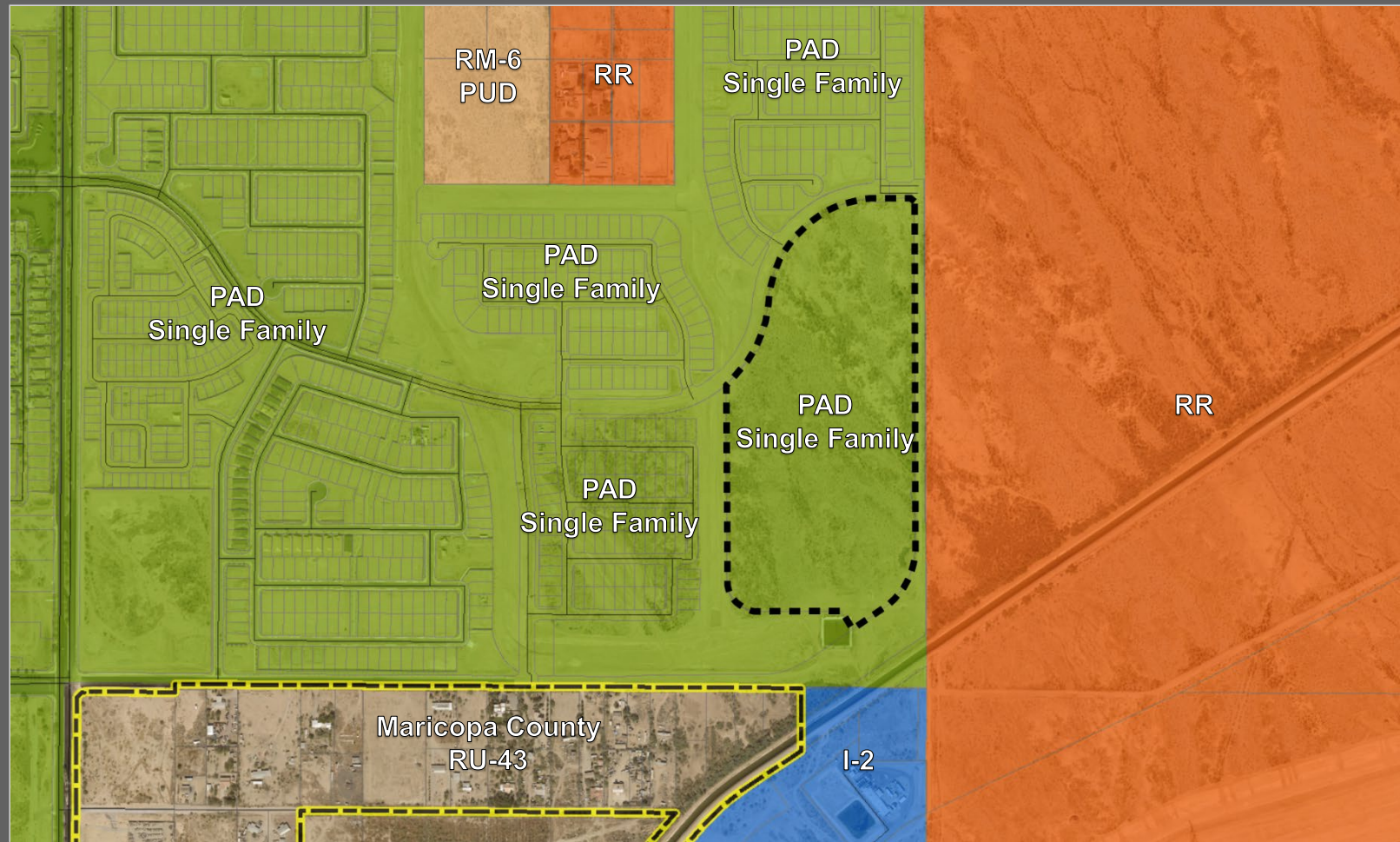
Final Plat
FS21-867

Fulton Homes Escalante – Parcels 8 and 10

City Council
June 7, 2022



FS21-867 VICINITY MAP



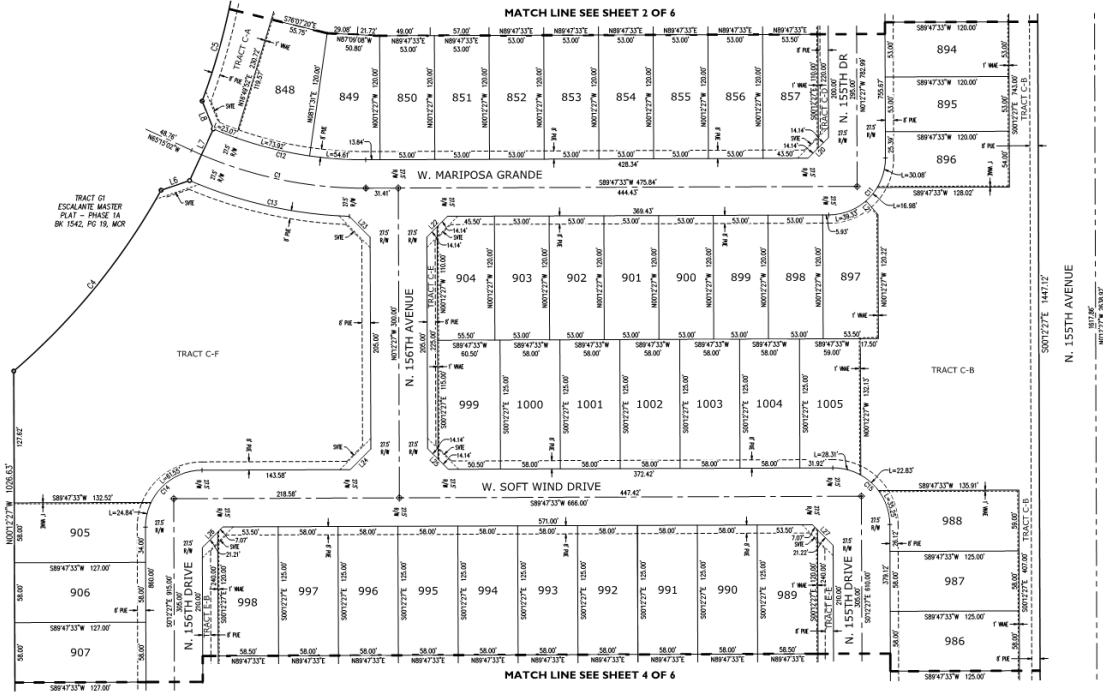
FS21-867 ZONING

LEGEND

- SECTION LINE
- PARCEL BOUNDARY
- PARCEL LOT LINE
- EASEMENT LINE
- EXISTING LOT LINE
- EXISTING STREET CENTERLINE
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- FOUND SECTION CORNER AS NOTED
- INTERIOR MONUMENT, SET BRASS CAP PER MAG STANDARD DETAIL 220
- SET REBAR WITH CAP, RLS 3749S
- FOUND MONUMENT AS NOTED

ABBREVIATIONS

- R/W RIGHT OF WAY
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- DOC. DOCUMENT
- VAUE VEHICULAR NON-ACCESS EASEMENT
- SVT 30' X 30' VISIBILITY TRIANGLE
- 10' GARTNEY 15'W/15' EASEMENT



FS21-
DATE OF DRAWING: 2021-09-17



FINAL PLAT

FULTON HOMES ESCALANTE - PARCEL 8-10

PREPARED BY: [Signature]

CHECKED BY: [Signature]

DATE: 07/20/2021

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PLAT
Sheet No.
3
of 6

FS21-867 FINAL PLAT



ABBREVIATIONS

R/W	RIGHT OF WAY
PUE	PUBLIC UTILITY EASEMENT
APN	ASSESSORS PARCEL NUMBER
MCR	MARICOPA COUNTY RECORDER
DOC.	DOCUMENT
WNAE	VEHICULAR NON-ACCESS EASEMENT
SVT	30' X 30' SIGHT VISIBILITY TRIANGLE
SSE	SANITARY SEWER EASEMENT



FS21-867



FULTON HOMES ESCALANTE

FINAL PLAT

Project	
Revisions:	
ORIGINAL SUBMITTAL 11-1-2021 SECOND SUBMITTAL 2-10-2022 THIRD SUBMITTAL 4-1-2022	
Drawn by: CAJ	
Reviewed by: RAJ	
Job No.	18-212
	PLAT
Sheet No.	4 of 6

FS21-867 FINAL PLAT

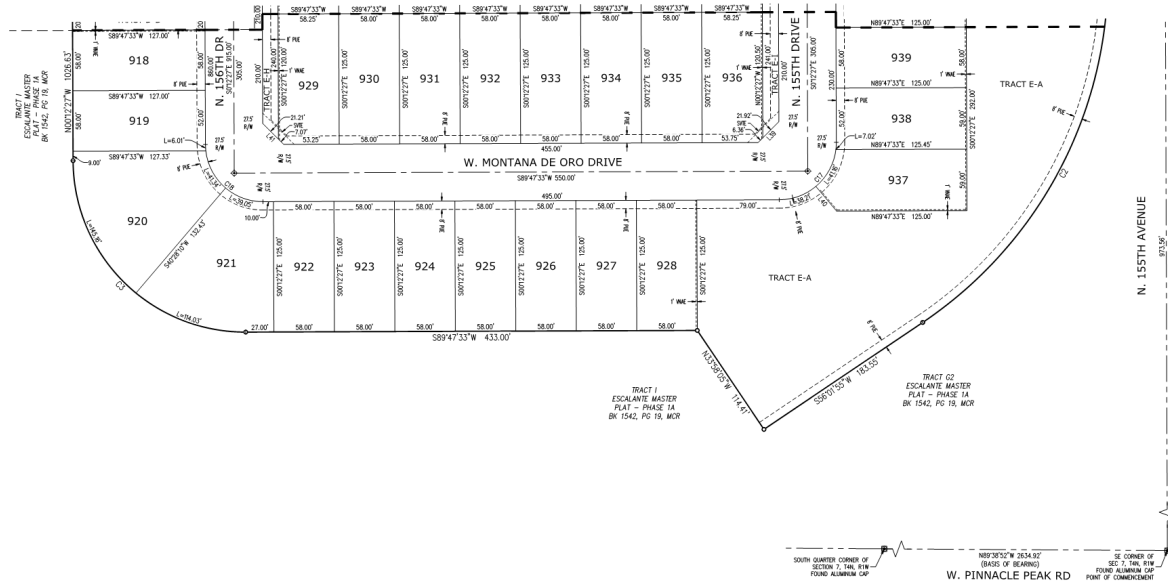
LEGEND

- SECTION LINE
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- EXISTING EASEMENT LINE
- EXISTING R/W
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- MASS STANDARD DETAIL 120
- SET REBAR WITH CAP, RLS 37495
- FOUND MONUMENT AS NOTED

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- SVT 30' X 30' SIGHT VISIBILITY TRIANGLE
- SSE SANITARY SEWER EASEMENT

MATCH LINE SEE SHEET 4 OF 6



FS21-867
DATE OF DRAWING: 2022-03-29



FULTON HOMES ESCALANTE
- PARCELS 8 & 10
FINAL PLAT

Project:	
Drawings:	
Checked by:	CAJ
Assisted by:	PAJ
Stamp:	
PLAT	18-212
Sheet No.	5 of 6

FS21-867 FINAL PLAT

LOT AREA TABLE		
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LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
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961	7,312.01679	
962	7,200.01664	
963	7,250.01664	
964	7,250.01664	
965	7,250.01664	
966	7,250.01664	
967	7,250.01664	
968	7,250.01664	
969	7,250.01664	
970	7,250.01664	
971	7,200.01676	
972	7,250.01664	
973	7,250.01664	
974	7,250.01664	
975	7,250.01664	
976	7,250.01664	
977	7,250.01664	
978	7,250.01664	
979	7,250.01664	
980	7,250.01664	
981	7,200.01676	
982	7,250.01664	

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
983	7,250.01664	
984	7,250.01664	
985	7,250.01664	
986	7,250.01664	
987	7,250.01664	
988	7,489.01779	
989	7,200.01676	
990	7,250.01664	
991	7,250.01664	
992	7,250.01664	
993	7,250.01664	
994	7,250.01664	
995	7,250.01664	
996	7,250.01664	
997	7,250.01664	
998	7,200.01676	
999	7,503.01725	
1000	7,250.01664	
1001	7,250.01664	
1002	7,250.01664	
1003	7,250.01664	
1004	7,250.01664	
1005	7,438.01707	

TRACT USE TABLE		
TRACT	AREA (SF)	USE CATEGORY (USES)
TRACT C-A	78,300	ACTIVE, INTERCONNECTED PATH (RETENTION / LANDSCAPE / OPEN SPACE / MPUE)
TRACT C-B	89,017	ACTIVE, INTERCONNECTED PATH (RETENTION / LANDSCAPE / OPEN SPACE / MPUE)
TRACT C-C	2,100	PASSIVE, STREETSCAPE LANDSCAPING (OPEN SPACE / MPUE)
TRACT C-D	2,100	PASSIVE, STREETSCAPE LANDSCAPING (OPEN SPACE / MPUE)
TRACT C-E	2,150	PASSIVE, STREETSCAPE LANDSCAPING (LANDSCAPE / OPEN SPACE / MPUE)
TRACT C-F	81,367	ACTIVE, PARK (RETENTION / LANDSCAPE / OPEN SPACE / MPUE)
TRACT C-B	2,540	PASSIVE, UTILITY CORRIDOR (OPEN SPACE / MPUE)
TRACT E-A	91,207	PASSIVE, RETENTION LANDSCAPING (RETENTION / LANDSCAPE / OPEN SPACE / MPUE)
TRACT E-B	3,374	PASSIVE, STREETSCAPE LANDSCAPING (OPEN SPACE / MPUE)
TRACT E-C	3,376	PASSIVE, STREETSCAPE LANDSCAPING (OPEN SPACE / MPUE)
TRACT E-D	3,376	PASSIVE, STREETSCAPE LANDSCAPING (OPEN SPACE / MPUE)
TRACT E-E	3,376	PASSIVE, STREETSCAPE LANDSCAPING (OPEN SPACE / MPUE)
TRACT E-F	3,374	PASSIVE, STREETSCAPE LANDSCAPING (OPEN SPACE / MPUE)
TRACT E-G	3,376	PASSIVE, STREETSCAPE LANDSCAPING (OPEN SPACE / MPUE)
TRACT E-H	3,374	PASSIVE, STREETSCAPE LANDSCAPING (OPEN SPACE / MPUE)
TRACT E-I	3,496	PASSIVE, STREETSCAPE LANDSCAPING (OPEN SPACE / MPUE)

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

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRC
C1	174.312	400.00	245°25'21"	172.86	57°43'45"E
C2	305.08	402.50	56°14'22"	376.41	52°54'14"W
C3	258.16	165.00	90°00'00"	333.33	N45°12'27"W
C4	227.92	140.00	20°19'52"	225.67	N30°19'52"E
C5	180.72	140.00	18°07'28"	179.55	N12°25'32"E
C6	638.90	360.00	81°28'14"	770.04	N45°05'40"E
C7	46.73	40.00	66°56'11"	44.12	N56°04'32"E
C8	245.66	57.00	246°56'11"	95.10	S33°03'30"W
C9	46.73	40.00	66°56'11"	44.12	S56°04'32"E
C10	245.66	57.00	246°56'11"	95.10	S33°03'30"W
C11	86.39	55.00	90°00'00"	77.78	N44°47'33"E
C12	151.61	272.50	23°19'09"	150.56	S78°32'32"E
C13	159.48	427.50	21°22'26"	158.55	S77°21'32"E
C14	86.39	55.00	90°00'00"	77.78	S44°47'33"W
C15	86.39	55.00	90°00'00"	77.78	N45°02'27"W
C16	86.39	55.00	90°00'00"	77.78	N44°47'33"E
C17	86.39	55.00	90°00'00"	77.78	N44°47'33"E
C18	86.39	55.00	90°00'00"	77.78	S45°12'27"E

OPEN SPACE TABLE		
TYPE	ACRES	% OF TOTAL OPEN SPACE
PASSIVE	2.267	32.6%
ACTIVE	5.706	67.4%
TOTAL	8.473	100.0%
% OF TOTAL OPEN SPACE	19.67%	

AREA SUMMARY TABLE		
TRACT	AREA (SF)	AREA (AC)
LOTS	1,118,245	25.640
TRACTS	388,180	8.473
TOTAL NET	1,406,425	34.168
RIGHT-OF-WAY	389,161	8.934
TOTAL GROSS	1,875,586	43.080
TOTAL NET	1,406,425	34.168
GROSS DENSITY	3.87 AC/AC	
NET DENSITY	3.87 AC/AC	
NO. LOTS	158	

LINE TABLE	
LINE	BEARING LENGTH
L1	N01°12'27"W 29.50'
L2	N00°12'27"W 29.50'
L3	S45°02'29"W 29.29'
L4	S45°02'29"W 55.00'
L5	S45°12'27"E 28.28'
L6	S77°21'32"E 29.19'
L7	N01°12'27"E 55.02'
L8	N01°12'27"E 29.08'
L9	S46°04'32"E 27.54'
L10	N01°12'27"E 55.00'
L11	N44°47'33"E 28.28'
L12	S45°12'27"E 28.28'
L13	S00°12'27"E 41.28'
L14	S44°47'33"W 28.28'
L15	S45°12'27"E 28.28'
L16	S05°05'06"W 33.86'
L17	S44°47'33"W 28.28'
L18	S45°12'27"E 28.28'
L19	N44°47'33"E 28.28'
L20	S44°47'33"W 28.28'
L21	N45°02'27"E 17.55'
L22	N44°47'33"E 28.28'
L23	N44°47'33"W 28.50'
L24	S44°47'33"W 28.28'
L25	N45°12'27"E 28.28'
L26	S44°47'33"W 28.28'
L27	N45°12'27"W 28.28'
L28	N44°47'33"E 28.28'
L29	N45°12'27"W 28.28'
L30	S45°12'27"E 28.28'
L31	S44°47'33"W 28.28'
L32	N45°12'27"E 28.28'
L33	N44°47'33"E 28.28'
L34	N44°47'33"E 28.28'
L35	N44°47'33"E 28.28'
L36	S44°47'33"W 28.28'
L37	S45°12'27"E 28.28'
L38	S44°47'33"W 28.28'
L39	N44°47'33"E 28.28'
L40	S45°02'29"E 30.91'
L41	S45°12'27"E 28.28'

1518 N. 2nd Street, Suite 110
 Fort Worth, TX 76102
 (817) 335-1234
 www.e-psgroup.com

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 Fort Worth, TX 76102
 (817) 335



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 7, 2022
Submitting Department: Legal
Staff Recommendations:

Contact Person: Robert Wingo, CITY ATTORNEY
District: Internal

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

Consideration and action pertaining to amending Chapter 2, Article II, Division 3, Section 2-63 of the Surprise Municipal Code to define quorum, voting majority, and address abstentions; Ordinance # 2022-13.

Motion:

I move to approve Ordinance # 2022-13.

Background:

The current version of the Surprise Municipal Code provides minimal guidance pertaining to quorum and voting procedures applicable to City Council's official action. Specifically, there are only two provisions in the Code, Sections 2-63 *Voting* and 2-80 *Applicable rules of parliamentary procedure*, which provide only that a vote be entered in the minutes and that Robert's Rules of Order will serve as a guide for parliamentary procedure.

A proposed ordinance was presented to City Council at the regularly scheduled Work Session on May 17, 2022. The proposed ordinance generally codifies the Arizona Revised Statutes' and Robert's Rules of Order definition of quorum, as well as the Robert's Rules of Order definition of what constitutes a voting majority. The Council's consensus at the Work Session was support for the codification of these definitions and provisions limiting the circumstances of abstention from voting.

Objective Analysis:

The current version of the Surprise Municipal Code is nearly silent as to defining what constitutes a quorum, the majority vote of City Council, as well as other pertinent topics, such as abstention from voting and vacancies, and the consequences thereof. The Code does reference Roberts' Rules of Order, therefore by default, it would appear that the following rules currently apply:

A quorum is a majority of the members of the City Council, excluding vacancies.

A majority vote is more than half of the votes actually cast by persons entitled to vote, excluding abstentions.

Abstention is a right, and is excluded from the calculation of a majority.

Ordinance #2022-13 will codify the above Robert's Rules with the exception of abstentions. Under the new code provisions, recusal will be allowed, and excluded from the vote calculation, when a councilmember has a legal conflict of interest or the matter pertains to the Councilmember's official conduct. Otherwise, an abstention without legal conflict will result in the abstention being counted as a "yes" vote.

Policy Compliant:

The amendments reflected in Ordinance #2022-13 are consistent with Arizona State law, Robert's Rules of Order, and legal best practices.

Financial Impact:

None.

Budget Impact:

None.

FTE Impact:

None.

ATTACHMENTS:

1. 22.05.19 Ordinance-quorum & voting
-

ORDINANCE # 2022-13

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING CHAPTER 2, ARTICLE II, DIVISION 3, SECTION 2-63, VOTING, BY EXPRESSLY DEFINING QUORUM AND VOTING MAJORITY OF CITY COUNCIL; INCLUDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, the Surprise Municipal Code currently provides that Robert's Rules of Order will serve as a guide for parliamentary procedures of the common council, but does not precisely define a City Council quorum or voting majority;

WHEREAS, City Council has determined that it is best practice and removes uncertainty to define quorum as more than half of the seated City Council members and a voting majority as more than half of the votes cast on the respective matter once a quorum is present;

WHEREAS, because the number of actual votes cast will determine the number of votes needed for a voting majority, City Council desires to discourage abstention from voting without cause, and therefore codifies that abstention for any reason other than recusal due to legal conflict of interest or matters involving the official conduct of the Councilmember is prohibited, and if it occurs, will be counted as a yes vote on the respective matter.

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

Section 1. Chapter 2, Article II. , Division 3, Section 2-63 of the Surprise Municipal Code is hereby amended to read as follows:

Sec. 2-63. – Quorum and Voting.

~~On the passage of all measures, a vote must be taken and the results entered in full upon the minutes. The vote of each member of the common council, including that of the mayor, will be shown as a vote of yes, no, or abstaining.~~ (a) A MAJORITY OF MEMBERS OF THE COUNCIL, EXCLUDING VACANCIES, SHALL CONSTITUTE A QUORUM.

(b) THE VOTE ON ANY QUESTION SHALL BE BY YES, NO, OR ABSTAINING, AND SHALL BE ENTERED IN THE MINUTES. A MAJORITY VOTE SHALL BE NECESSARY TO PASS ANY ORDINANCE, RESOLUTION, OR MOTION, EXCEPT WHERE A LARGER VOTE IS REQUIRED BY LAW. MAJORITY VOTE MEANS MORE THAN HALF OF THE VOTES CAST, EXCLUDING RECUSALS.

(c) NO MEMBER OF COUNCIL SHALL ABSTAIN FROM VOTING EXCEPT FOR RECUSAL ON MATTERS INVOLVING THE CONSIDERATION OF THEIR OWN OFFICIAL CONDUCT OR IN SUCH MATTERS AS THEY HAVE A CONFLICT OF INTEREST AS DEFINED BY LAW. IN ALL OTHER CASES AN ABSTENTION SHALL BE ENTERED ON THE RECORD AND COUNTED AS A YES VOTE.

Section 2. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed. Unless otherwise required by law,

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of these amendments to the municipal code adopted herein 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 4. This ordinance will become effective at the time and manner prescribed by law.

PASSED AND ADOPTED this ____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 7, 2022
Submitting Department: Police
Staff Recommendations:

Contact Person:
District: Citywide

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

Consideration and action pertaining to the acceptance of the FFY2023 Dysart Unified School District No. 89 Intergovernmental Agreement; Resolution #2022-59.

Motion:

I move to approve Resolution #2022-59.

Background:

The Surprise Police Department (SPD) agrees to provide school resource officer services to Dysart Unified School District No. 89. The City of Surprise will provide SRO services at the three Dysart Unified High Schools and three Dysart Unified Middle Schools within the City of Surprise. The Dysart Unified School District No. 89 has approved funding in the amount of \$360,000 to defray the total cost of the three Middle School SRO's salary and benefits for FY2023.

Objective Analysis:

The City of Surprise has officers who can provide school resource officer services to Dysart Unified School District No. 89. This agreement allows the Surprise Police Department to partner with the Dysart Unified School District No. 89 in their school resource officer efforts.

Policy Compliant:

The City regularly partners with other government entities when it is beneficial to do so. This action is compliant with City and Council Policy.

Financial Impact:

This agreement will provide \$360,000 in revenue for FY2023 to be paid in quarterly payments to offset salary, benefit and equipment costs associated with this service. This is a yearly agreement and may be extended annually upon written notification from the Dysart Unified School District No. 89 to the City of Surprise by May 30th of each year.

Budget Impact:

The FY2023 adopted budget includes appropriations for expenses related to this agreement, and

therefore, does not require a budget amendment.

FTE Impact:

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

ATTACHMENTS:

1. Dysart SRO IGA July 2022
 2. Resolution 2022-59 Surprise -DYSART SRO IGA
-

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE DYSART UNIFIED SCHOOL DISTRICT NO. 89
OF MARICOPA COUNTY AND
THE CITY OF SURPRISE, ARIZONA

The City of Surprise ("Surprise") and the Dysart Unified School District No. 89 ("District") enter into this Agreement for placement of certain School Resource Officer ("SROs") in the Dysart Unified School District High Schools and Middle Schools ("Agreement").

Background

- A. The parties are authorized to enter into this Agreement under Arizona Revised Statutes § 11-952. The District is authorized to enter into this Agreement under A.R.S. § 15-342. The City of Surprise is authorized to enter into this Agreement under A.R.S. § 41-2632, as well as other statutes and regulations and the ordinances of the City of Surprise.
- B. The purpose of this Agreement is to endorse, support, and extend the existing alliance between the students, faculty, staff, and administrators of the Dysart Unified School District ("District"), individual schools and classrooms and the families they represent, with the City of Surprise Police Department.
- C. The District and the City of Surprise desire to meet the goals and objectives of providing a safe school campus which include:

Goal 1: The school safety goals and expectations contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning.

Objective 1: Staff feels that the school is safe, and administration supports and monitors the consistency of actions/strategies/policies that will improve or maintain that feeling of safety,

Objective 2: Students feel that the school is safe. They feel free from the threat of physical harm and verbal abuse. They feel they have an adult to go to with their safety concerns, and they feel their concerns are taken seriously and addressed.

Objective 3: Staff and students have a positive view of the School Resource Officer.

Goal 2: To provide students with safety and legal information that promotes a safe, orderly environment, and good citizenship.

- D. Expectations of the partnership include:
1. Regular, open, and timely communication between all parties, to include SRO, school Principal, staff and teachers, District personnel, and Police Department supervisors.
 2. Reasonable levels of accommodation for and by all parties.
 3. Minimum commitment to school of one year by each SRO.
 4. Availability of SRO at all times when students are on the campus unless precluded by
 - a. court appointment, or,
 - b. emergency within the Police Department or court system,

- c. non-school related responsibilities which prevent the SRO from providing regular SRO duties,
- 5. Availability of the SRO for 10 months per year.

Agreement

The District and the City of Surprise desire to work in cooperation with each other to further the safety goals and expectations of the Dysart Unified School District High Schools and Middle Schools. The City of Surprise, through this Agreement, will assign one school resource officer to Shadow Ridge High School, Valley Vista High School and Willow Canyon High School and Ashton Ranch Middle School, Cimarron Springs Middle School and Sonoran Heights Middle School within the City of Surprise to perform the services listed herein. Therefore, in consideration of the mutual promises and undertaking contained herein, the parties agree as follows:

- A. Duration of this Agreement shall be effective on approval of each party's governing board for a time period to commence on July 29, 2022 and conclude on May 28, 2023.

B. Responsibilities of the District:

Duties of the Superintendent (or designee):

- 1. Prepare annual Intergovernmental Agreement, based on agreed-upon purpose, expectations, and responsibilities of the District and local Police Departments.
- 2. Serve as primary liaison between (a) SRO supervisors and the Police Departments, and (b) the participating schools.
- 3. Remit payment to the City of Surprise within thirty (30) days of receipt of invoice from the SRO Supervisor to pay the three Middle School SRO salaries and benefits for a ten (10) month period.

Duties of the School Principal:

- 4. Support and communicate the school safety goals and expectations to all staff, students, and parents on the campus.
- 5. Guide the SRO with guidance from Surprise PD on protocol regarding which issues should be handled by school personnel and which require the involvement of the SRO.
- 6. Provide office space, access to telephone, fax, computer, and copier for the officer.
- 7. Develop a collaborative relationship with the SRO while allowing the officer to function independently and within legal parameters.
- 8. Be involved in the selection process of the school's SRO.
- 9. Review the school's EOP and staff expectations with the SRO.
- 10. Monitor safety data and meet with the SRO on a regular basis.
- 11. Remain responsible for any school policy violations.
- 12. Provide input to the SRO supervisor for an annual performance evaluation.

Duties of the Classroom Teacher:

- 13. Support and communicate information about the school safety goals and expectations in the classroom and to students and parents.
- 14. Work through the building principal before involving the SRO in legal issues.

C. Responsibilities of the City of Surprise

- 1. Continue to provide an SRO at the three Dysart Unified High Schools and provide SRO at the three Dysart Unified Middle Schools within the City of Surprise.

Duties of the SRO:

2. SRO should serve as a law enforcement/public safety specialist to
 - a. Assist the school administration to control order on the campus;
 - b. Intervene when conduct violates the law (in the case of a student, SRO should be backup to an arrest rather than the principal officer);
 - c. Work with school and district administrators to ensure timely and uniform reporting of criminal activities.
3. SRO should additionally:
 - a. Work as a team with any SRO or Probation Officer (PO) on the same campus;
 - b. Document presence on campus and advise the school principal or designee directly if -
 1. absent from the campus for the day,
 2. emergency within the Police Department or court system requires leaving the school campus during the day, or
 3. non-school related responsibilities prevent regular SRO duties for any reason.
 - c. Attend both staff and parent/community meetings as requested;
 - d. Serve on the Safety Committee.
 - e. Build a positive relationship with students, parents, and school staff.
 - f. Serve as a positive role model by
 1. setting clear limits to students about acceptable and unacceptable behaviors and the rewards of the former
 2. setting an example by modeling how to handle stress, resolve conflicts, be a friend, etc.
 3. encouraging students to take responsibility for their actions, and
 4. showing respect for administrators, teachers and staff

Duties of the SRO Supervisor:

4. Communicate regularly with site and district administration.
5. Submit monthly invoices to the District consistent with agreed upon expenditures for salary and benefit costs, documenting as needed by parties.
6. Participate in the development, review, and revision of the Intergovernmental Agreement.
7. Contact the school principal and district liaison if the SRO will be replaced and initiate the hiring procedure for a new officer.
8. Meet with school Principal – if necessary to review SRO performance.
9. Review and update qualifications for SRO.
10. Provide SRO candidates to Principal and District for interviews and input regarding hiring and other placement decisions.
11. Replace SRO upon the recommendation of the Principal and District.
12. Work with the Superintendent or designee to communicate any concerns or problems on behalf of an SRO.

D. Termination

1. Either party may terminate this Agreement if funds for the program become unavailable.
2. Either party may terminate this Agreement, for convenience or cause, upon five (5) working days prior written notice to the other party.

E. Both parties shall be responsible for their own acts or admissions.

F. Both parties hereto will be acting in their individual governmental capacities and not as agents, employees, or partners with each other. The employees, agents, or subcontractors of one party shall not be deemed or

construed to be the employees or agents of the other party.

- G. District shall pay Surprise an amount not to exceed \$360,000 to defray the total cost of the three Middle School SRO's salary and benefits for a ten (10) month period. District shall remit payment to Surprise within thirty (30) days of receipt of invoice from the SRO Supervisor.
- H. The City of Surprise and the District will expend funds only for the purposes and uses specified in the approved plan and budget. Funds shall not be used to pay City or District administrative costs for services associated with the receipt of those funds including, but not limited to, accounting, payroll, data processing, purchasing, personnel, overtime pay and building use.
- I. Each party shall maintain adequate commercial general liability insurance and worker's compensation insurance as required by law.

Conflict of Interest Cancellation. As required by A.R.S. § 38-511, the parties acknowledge and agree that either party may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of either party is, at any time while the contract or any extension of the contract is in effect, an employee or agent 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 of the contract.

Entire Agreement. This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

Severability. The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding on the parties.

Governing Law. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

No Israel Boycott. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

Dispute Resolution. If there is a dispute, which is the subject of mandatory arbitration provisions of A.R.S. § 12-133, the parties shall submit the matter to binding arbitration in compliance with A.R.S. § 12-1518.

Notices. All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective parties at the following address:

District: Quinn Kellis, Superintendent
Dysart Unified School District
15802 N. Parkview Place
Surprise, AZ 85374
623.876.7000

623.876.7000

City:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Dysart Unified School District



Quinn Kellis
Superintendent

4/27/22
Date

City of Surprise

Representative

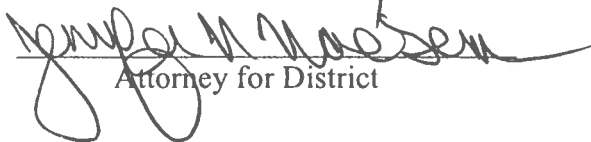
Date

INTERGOVERNMENTAL DETERMINATION

In accordance with A.R.S. § 11-952, the foregoing Agreement has been reviewed by the undersigned attorneys who have determined that said Agreement is in proper form and is within the powers and authority granted to the public body represented by their respective attorneys.

This 5th day of May, 2022

This ____ day of _____, 2022


Attorney for District

Attorney for City of Surprise

RESOLUTION # 2022-59

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE THE DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, STATE OF ARIZONA WITH SCHOOL RESOURCE OFFICER SERVICES

WHEREAS, pursuant to Arizona Revised Statute §11-952, et seq., the City of Surprise has the authority to enter into intergovernmental agreements (IGA) with other governmental entities for the purposes set forth within;

WHEREAS, the Dysart Unified School District No. 89 is in need of School Resource Officer services; and,

WHEREAS, the City of Surprise has School Resource Officers who are capable of providing the services to the Dysart Unified School District No. 89; and

WHEREAS, the City of Surprise is willing to make the School Resource Officers available to provide these services; and

WHEREAS, the term of this IGA is July 29, 2022 through May 28, 2023 and may be extended annually upon written notification from the Dysart Unified School District No. 89 to the City of Surprise by May 30th of each year;

WHEREAS, the Dysart Unified School District No. 89 is willing to pay \$360,000 for the FY2023 fiscal year to be made in quarterly payments; and

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

Section 1. The Intergovernmental Agreement between the City of Surprise and the Dysart Unified School District No. 89, attached as Exhibit A, is approved.

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

APPROVED AND ADOPTED this ____ day of _____, 2022.

SIGNATURES ON FOLLOWING PAGE

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2022-59

Exhibit A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *THE DYSART UNIFIED SCHOOL DISTRICT NO. 89*



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 7, 2022 Contact Person: Lloyd Abrams
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 acceptance of a Temporary Construction License from Suburban Land Reserve for roadway improvements along Sweetwater Avenue near Sarival.

Motion:

I move to approve the Temporary Construction License Agreement from Suburban Land Reserve.

Background:

The Temporary Construction License Agreement being dedicated is in association with the Sweetwater Road improvements being done by the City's CIP project P61600. The project will construct two lanes in both the east and westbound directions with a center turn lane along with the required drainage features and retention basins along both sides of the roadway. The roadway will have intersections at Prasada Parkway and the existing Sarival Avenue, and will place conduit for future signal needs. The Temporary Construction License Agreement is needed to provide additional room for construction of the roadway and drainage areas.

Objective Analysis:

The Temporary Construction License Agreement is needed in order to construct the required Sweetwater roadway improvements associated with the continuing development around Sarival and Waddell.

Policy Compliant:

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. Sweetwater TCE with Legals upated 05 25
 2. Temporary Construction License Agreement Area Map
-

When recorded, return to:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374-7470

With a Copy To:

Suburban Land Reserve, Inc.
Attn.: Danny Owen
79 S. Main St., Suite 500
Salt Lake City, Utah 84111

TEMPORARY CONSTRUCTION LICENSE AGREEMENT

THIS TEMPORARY CONSTRUCTION LICENSE AGREEMENT (this “Agreement”) is made and entered into as of this ___ day of _____, 2022 (the “Effective Date”), by and between **SUBURBAN LAND RESERVE, INC.**, a Utah corporation (“Grantor”), and **THE CITY OF SURPRISE, ARIZONA**, an Arizona municipal corporation (“Grantee”). Grantor and Grantee are sometimes referred to herein individually as a “Party,” and collectively as the “Parties.”

RECITALS

A. Grantor is the fee title owner of certain real property as described in Deed # 2007-1156113 located in Maricopa County, Arizona (“Grantor Property”).

B. Grantee desires to obtain a Temporary Construction Easement (“TCE”) on, over, under, and across portions of the Grantor Property, and desires a Temporary Construction License (“License”), as more particularly described on Exhibit A and depicted on Exhibit B-1 and B-2, (“License Area”) for the purpose of installing the infrastructure (“Improvements”).

C. Grantor is willing to grant such license to Grantee, subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

1. Grant of License. For the consideration of One Dollar (\$1.00) and other valuable consideration paid to Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor has granted, bargained, sold, and conveyed and does hereby grant, bargain,

sell, and convey unto Grantee, its successors and assigns, a non-exclusive temporary revocable construction license over, across, and under the License Area for continuous and uninterrupted use in order to allow Grantee to undertake roadway and drainage improvements, subject to and in accordance with the further terms, covenants, and provisions of this Agreement.

2. Term. This Agreement will be automatically terminated upon the earlier to occur of the following: (i) the date upon which Grantee no longer uses the License Area for a period of twelve (12) months; or (ii) two years after the Effective Date.

3. Access and Release. Grantee and Grantee's duly authorized employees, agents, contractors, and subcontractors (collectively, "Grantee's Agents") will have the right to enter upon the License Area for the purposes permitted by this Agreement. Grantee and Grantee's Agents will enter upon the License Area at their sole risk and hazard and will enter upon the License Area from existing roads to the extent available. Grantee hereby releases Grantor from any claims relating to the condition of the License Area and Grantor Property and the entry upon the License Area and Grantor Property by Grantee and Grantee's Agents.

4. Reservation by Grantor. Grantor hereby reserves the right to use the License Area for any use not inconsistent with Grantee's permitted use of the License Area. Without limiting the generality of the foregoing, Grantor expressly reserves the right to grant other third parties the right to use all or any portion of the License Area to the extent that such use shall not frustrate the purpose of this Agreement.

5. Condition of License Area. Grantee accepts the License Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including, but not limited to, both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the condition and use of the License Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

6. Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Improvements in good order and condition. Grantee shall promptly repair any damage to the Grantor Property and Grantor's Improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, and buildings, etc.) caused by Grantee and/or Grantee's agents, and shall restore the Grantor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor Property by Grantee and Grantee's agents. All maintenance actions performed by Grantee shall be completed in a manner consistent with Grantor's reserved rights in, and use of, the Grantor Property.

7. Construction of the Improvements. Grantee will conduct all construction activities in good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future. Upon completion of the Improvements, Grantee shall provide Grantor with evidence reasonably satisfactory to Grantor of such completion.

8. Hazardous Substances. Grantee agrees not to transport, generate, store, dispose of release, or use any Hazardous Substances on the Grantor Property. As used in this Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos, and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to, or regulated by any Hazardous Waste Laws Grantee agrees to immediately notify Grantor of any leaking or spillage of Hazardous Substances on the Grantor Property caused by Grantee or Grantee's Agent and Grantee shall be exclusively liable for all cleanup and remediation costs thereof. Grantee shall have no responsibility for a pre-existing environmental condition. As used in this Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgements; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that cause or would cause any such event to exist.

9. Compliance with Laws. When entering upon or performing any work upon the Grantor Property, Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgements, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning, and land use laws.

10. Liens. Grantee shall keep the Grantor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee, and shall indemnify, hold harmless, and agree to defend Grantor from any liens that may be placed on the Grantor Property pertaining to any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. In the event a mechanics' lien or similar lien is recorded against the Grantor Property on account of any act by or on behalf of Grantee, Grantee shall, within 30 days after notice from Grantor, cause such mechanics' lien to be removed from the Grantor property.

11. Insurance. Grantee will maintain in force the insurance policies and coverages set for the below. Additionally, Grantee will ensure that prior to entering onto the License Area or the Grantor Property, all of Grantee's Agents who assist with the License are either covered under the terms of Grantee's insurance policies, or that each obtain similar policies and which, at a minimum,

provide Grantor the same protections. Grantee agrees to obtain and maintain the following insurance coverages and policies:

11.1. Liability Insurance Coverage and Limits. A commercial general liability insurance policy insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in, or about the License Area and the ways immediately adjoining the License Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability, and property damage liability of not less than Two Million Dollars (\$2,000,000.00). Grantor must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent. The coverage set forth above shall be primary coverage and shall apply specifically to the License Area and the Grantor Property.

11.2. Worker's Compensation Insurance. All Worker's Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, Grantee shall maintain Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars (\$500,000.00).

11.3. Automobile Insurance. Automobile Liability Insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto".

12. Indemnification. Grantee shall indemnify, defend with counsel mutually acceptable to Grantor and Grantee, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members, and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees, (collectively, the "Claims" or a "Claim") from or by any unaffiliated third party, Grantee, and/or Grantee's Agents, to the extent such Claims arise from or relate to (i) any use of the License Area and/or the Grantor Property by Grantee or Grantee's Agents, and (ii) any act or omission of Grantee or any of Grantee's Agents. Grantee shall have no obligation to indemnify Grantor or Indemnitees for claims or liabilities directly and proximately caused by Grantor's or Indemnitees' intentional conduct, wanton misconduct, or negligence. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination of the Agreement.

13. Remedies.

13.1. Self-Help and Other Remedies. The only remedies available to either Party in the event of a breach are injunction, specific performance, and declaratory judgment. No monetary damages may be sought or awarded, except that if any Party defaults in the performance of its obligations hereunder and the default is not cured within ten (10) days following delivery of written notice to such defaulting Party, then the non-defaulting Party shall have the right to perform such obligation on behalf of the defaulting Party, in which event such defaulting Party shall reimburse such non-defaulting Party for all amounts expended by the non-defaulting Party on

behalf of the defaulting Party, together with interest thereon at the lesser of twelve percent (12%) per annum or the maximum amount permitted by law from the date the amounts are expended until the date repaid.

13.2. Injunctive Relief. In the event of a breach by any Party hereto of any obligation of such Party under this Agreement, the non-defaulting Party shall be entitled to injunctive relief mandating compliance herewith, and shall be entitled to obtain a decree specifically enforcing the performance of the obligations created hereunder.

13.3. Non-Waiver. No delay or omission of any Party hereto in the exercise of any rights created hereunder shall impair such right, or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of an event of default hereunder. A waiver by any Party hereto of a breach of, or default in, any of the terms, provisions, and conditions of this Agreement by the other Party shall not be construed to be a waiver of any subsequent breach thereof or of any other term, condition, or provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but instead all remedies shall be cumulative with all other remedies provided for in this Agreement.

14. Attorneys' Fees. If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing Party incident to such proceeding, including reasonable attorneys' fees, will be paid by the non-prevailing Party.

15. Assignability. This Agreement may not be assigned, whether voluntarily or by operation of law, and Grantee shall not permit the use of the License Area, or any part thereof, except in strict compliance with the provisions hereof, and any attempt to do so shall be null and void.

16. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given by personal delivery, overnight courier service, or United States certified mail, return receipt requested, postage or other delivery charge prepaid (provided that any notice given by facsimile or by email must also be given on the same day by one of the alternative ways listed above), addressed to Grantor or Grantee at the following addresses:

If to Grantor:

Suburban Land Reserve, Inc.
Attn: Danny Owen
79 S Main St, Suite 500
Salt Lake City, Utah 84111

If to Grantee:

With a Copy to:

Kirton McConkie
Attn: Robert C. Hyde; Jessica Rancie
50 E. South Temple, Suite 400
Salt Lake City, Utah 84111

City of Surprise
Attn: City Manager
16000 N. Civic Center Plaza
Surprise, Arizona 85374

With a Copy to:

City of Surprise
Attn: City Attorney
16000 N. Civic Center Plaza
Surprise, Arizona 85374

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

17. No Public/Use Dedication. The Grantor Property is and shall at all times remain the private property of Grantor. The use of the Grantor Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor Property beyond the express terms and conditions of this Agreement.

18. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

19. Miscellaneous.

19.1. Entire Agreement. This Agreement contains the entire agreement between the Parties. All previous agreements, communications, discussions, and negotiations relating to the subject matter hereof have been merged and finalized. This Agreement may only be modified or amended in writing by both Parties hereto.

19.2. Successors and Assigns. The provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the Parties hereto.

19.3. Governing Law; Jurisdiction. To the fullest extent possible, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona, without regard to any conflicts of law issues.

19.4. Non-Fiduciary or Agency Relationship. The Parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency, or employment status or relationship between them and expressly affirm that they have entered into this Agreement as part

of an “arms-length” transaction. No Party hereto has the authority to make any representation or warranty or incur any obligation or liability on behalf of any other Party hereto, nor shall they make any representation to any third Party inconsistent with this Section.

19.5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document and agreement. A copy or electronic transmission of any part of this Agreement, including the signature page, shall have the same force and effect as an original.

[Signatures and acknowledgements to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTOR:

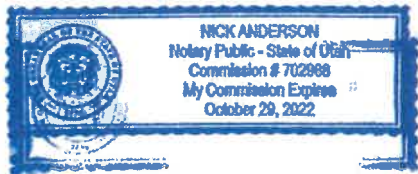
SUBURBAN LAND RESERVE, INC.,
a Utah corporation

00 By: David Cannon
~~R. Steven Romney, President~~
David Cannon

STATE OF UTAH)
)
) :ss
COUNTY OF SALT LAKE)

On the 23rd day of May, 2022 before me, a notary public in and for the State and County aforesaid, the undersigned officer, personally appeared David Cannon, who acknowledged himself to be the President of SUBURBAN LAND RESERVE, INC., a Utah Corporation, and that he as such President executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal.



Nick Anderson
Notary Public for the
State of Utah

GRANTEE:

CITY OF SURPRISE,
an Arizona municipal corporation

By: _____
Name (Print): Skip Hall
Its: Mayor

ATTEST:

Sherry Aguilar
City Clerk

APPROVED AS TO FORM:

Robert Wingo
City Attorney

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, known by me as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT "A"

DESCRIPTION

SWEETWATER TEMPORARY CONSTRUCTION EASEMENTS

Portions of that real property as shown in the FINAL PLAT of PRASADA – PHASE 1B SOUTH, recorded in Book 954, Page 50, records Maricopa County, Arizona, being located in Section 13, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, City of Surprise, Maricopa County, Arizona described as follows:

Temporary Construction Easement #1

COMMENCING at the East Quarter Corner of said Section 13, from which the Southeast Corner of said Section 13 lies South 00°12'33" West 2642.24 feet.
Thence, along the centerline of Sweetwater Road per said Final Plat, North 89°56'50" West 33.00 feet;
Thence North 00°03'10" East 60.00 feet to the POINT OF BEGINNING;
Thence North 89°56'50" West 213.29 feet;
Thence North 44°50'35" West 11.29 feet;
Thence South 89°56'50" East 221.29 feet;
Thence South 00°15'41" West 8.00 feet to the POINT OF BEGINNING.

TOGETHER WITH

Temporary Construction Easement #2

COMMENCING at the East Quarter Corner of said Section 13, from which the Southeast Corner of said Section 13 lies South 00°12'33" West 2642.24 feet.
Thence, along the centerline of Sweetwater Road per said Final Plat, North 89°56'50" West 387.48 feet;
Thence North 00°03'10" East 60.00 feet to the POINT OF BEGINNING;
Thence North 89°56'50" West 758.75 feet;
Thence North 44°53'43" West 38.83 feet;
Thence South 78°29'49" East 62.87 feet;
Thence South 89°09'42" East 729.65 feet;
Thence South 45°09'25" West 7.08 feet to the POINT OF BEGINNING.

DESCRIPTION continued on page 2 of 2

DESCRIPTION continued from page 1 of 2

**TOGETHER WITH
Temporary Construction Easement #3**

COMMENCING at the East Quarter Corner of said Section 13, from which the Southeast Corner of said Section 13 lies South 00°12'33" West 2642.24 feet. Thence, along the centerline of Sweetwater Road per said Final Plat, North 89°56'50" West 1287.64 feet;
Thence North 00°03'10" East 60.00 feet to the POINT OF BEGINNING;
Thence North 89°56'50" West 1031.34 feet to the beginning of a tangent curve, concave southerly, having a radius of 7.42 feet;
Thence westerly along the arc of said curve, through a central angle of 32°34'06" a distance of 4.22 feet to the beginning of a reverse curve, concave southerly, easterly, and northerly, having a radius of 72.58 feet;
Thence westerly, southerly and easterly along the arc of said curve through a central angle of 245°08'12" a distance of 310.53 feet to the beginning of a reverse curve, concave northerly, having a radius of 7.42 feet;
Thence easterly along the arc of said curve through a central angle of 32°34'06" a distance of 4.22 feet;
Thence South 89°56'50" East 33.89 feet to the beginning of a non-tangent curve, concave southerly, easterly, and northerly the center of which lies North 52°00'14" West 97.58 feet;
Thence southerly, westerly, northerly, and easterly, along the arc of said curve through a central angle of 234°55'29" a distance of 400.10 feet;
Thence South 87°09'41" East 462.08 feet;
Thence South 77°29'52" East 32.47 feet;
Thence South 89°56'50" East 584.30 feet;
Thence South 45°06'17" West 11.32 feet to the POINT OF BEGINNING.

Attached are Exhibits "B-1" & "B-2" and by this reference are made a part hereof.

End of description

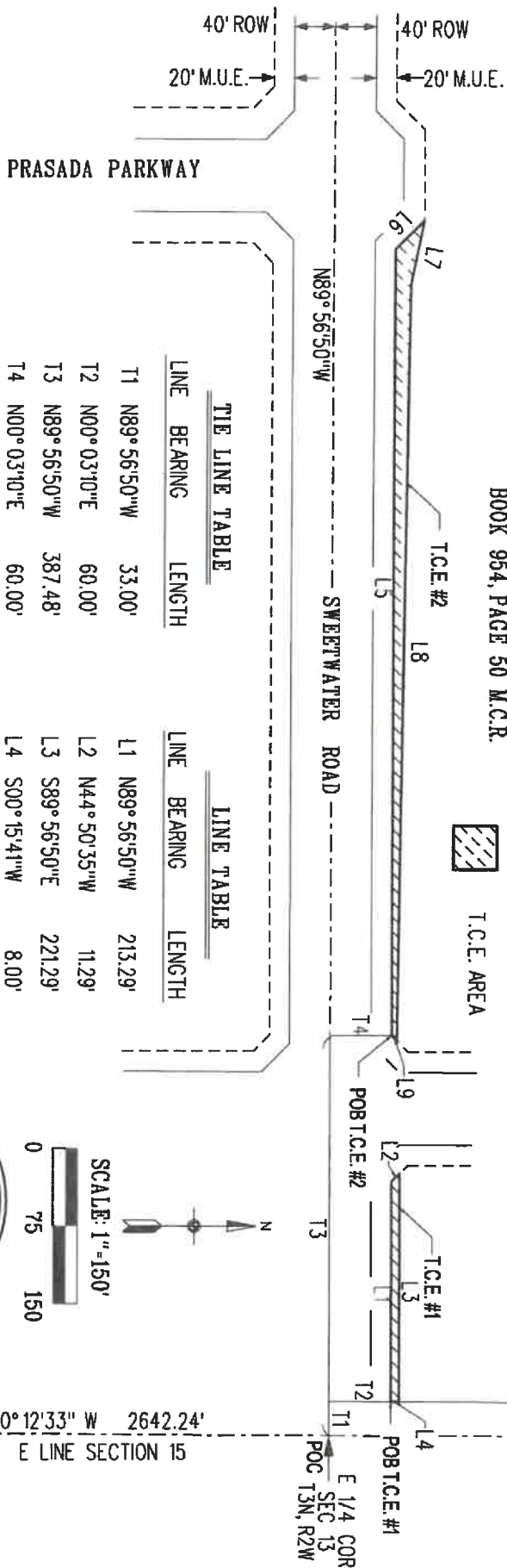


EXHIBIT "B-1"

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- M.C.R. MARICOPA COUNTY RECORDER
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- T.C.E. AREA

FINAL PLAT
PRASADA - PHASE 1B SOUTH
BOOK 964, PAGE 50 M.C.R.



TIE LINE TABLE	
LINE	BEARING
T1	N89°56'50"W
T2	N00°03'10"E
T3	N89°56'50"W
T4	N00°03'10"E

LINE TABLE	
LINE	BEARING
L1	N89°56'50"W
L2	N44°50'35"W
L3	S89°56'50"E
L4	S00°15'41"W
L5	N89°56'50"W
L6	N44°53'43"W
L7	S78°29'49"E
L8	S89°09'42"E
L9	S45°09'25"W

LINE	BEARING	LENGTH
T1	N89°56'50"W	33.00'
T2	N00°03'10"E	60.00'
T3	N89°56'50"W	387.48'
T4	N00°03'10"E	60.00'

LINE	BEARING	LENGTH
L1	N89°56'50"W	213.29'
L2	N44°50'35"W	11.29'
L3	S89°56'50"E	221.29'
L4	S00°15'41"W	8.00'
L5	N89°56'50"W	758.75'
L6	N44°53'43"W	38.83'
L7	S78°29'49"E	62.87'
L8	S89°09'42"E	729.65'
L9	S45°09'25"W	7.08'

BASIS OF BEARINGS

Maricopa County Low Distortion Projection

Linear unit: International foot

Geodetic Datum: NAD 1983

Projection type: Lambert Conformal Conic (single parallel)

Latitude of origin: 33°15'00"N

Central meridian: 112°15'00" W

False northing: 1,500,000.000 ift

False easting: 2,500,000.000 ift

Standard parallelscale: 1.000045 (exact)



SCALE: 1"=150'



TEMPORARY CONSTRUCTION EASEMENTS #1 & #2

SURPRISE
ARIZONA

CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ. 85374

PROJECT # 21044

DRAWN BY RCD

DATE 04-18-22

SHEET 1 OF 2

EXHIBIT "B-2"

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

M.C.R. MARICOPA COUNTY RECORDER

FINAL PLAT
PRASADA - PHASE 1B SOUTH
BOOK 954, PAGE 50 M.C.R.

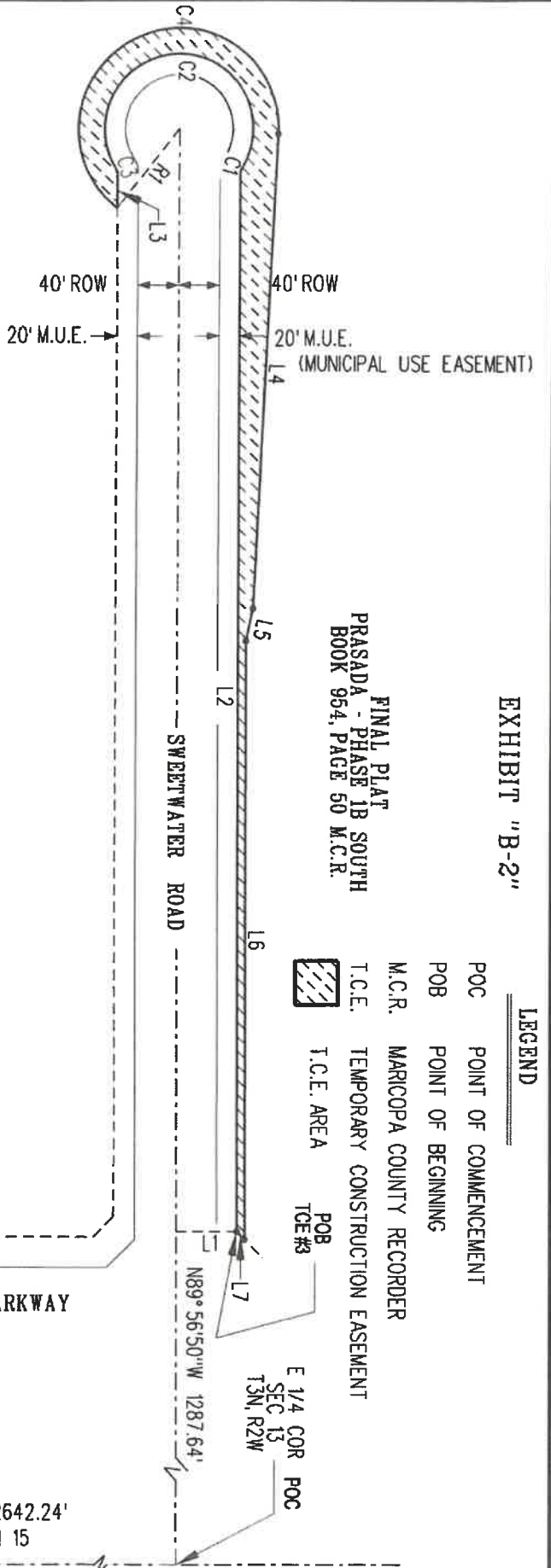
T.C.E. TEMPORARY CONSTRUCTION EASEMENT

T.C.E. AREA

POB
TCE #3

E 1/4 COR
SEC 13
T3N, R2W

POC



CURVE TABLE

CURVE	△	RADIUS	LENGTH
C1	32° 34' 06"	7.42'	4.22'
C2	245° 08' 12"	72.58'	310.53'
C3	32° 34' 06"	7.42'	4.22'
C4	234° 55' 29"	97.58'	400.10'

LINE TABLE

LINE	BEARING	LENGTH
L1	N00° 03' 10" E	60.00'
L2	N89° 56' 50" W	1031.34'
L3	S89° 56' 50" E	33.89'
L4	S87° 09' 41" E	462.08'
L5	S77° 29' 52" E	32.47'
L6	S89° 56' 50" E	584.30'
L7	S45° 06' 17" W	11.32'
R1	N52° 00' 14" W	9758'

SCALE: 1"=150'

BASIS OF BEARINGS

Maricopa County Low Distortion Projection

Linear unit: International foot

Geodetic Datum: NAD 1983

Projection type: Lambert Conformal Conic (single parallel)

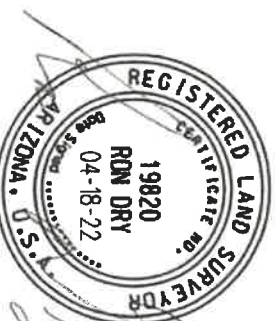
Latitude of origin: 33° 15' 00" N

Central meridian: 112° 15' 00" W

False northing: 1,500,000.000 ft

False easting: 2,500,000.000 ft

Standard parallel scale: 1.000045 (exact)



PRASADA PARKWAY

S 00° 12' 33" W 2642.24'
E LINE SECTION 15

SE COR
SEC 13
T3N, R2W



CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ. 85374

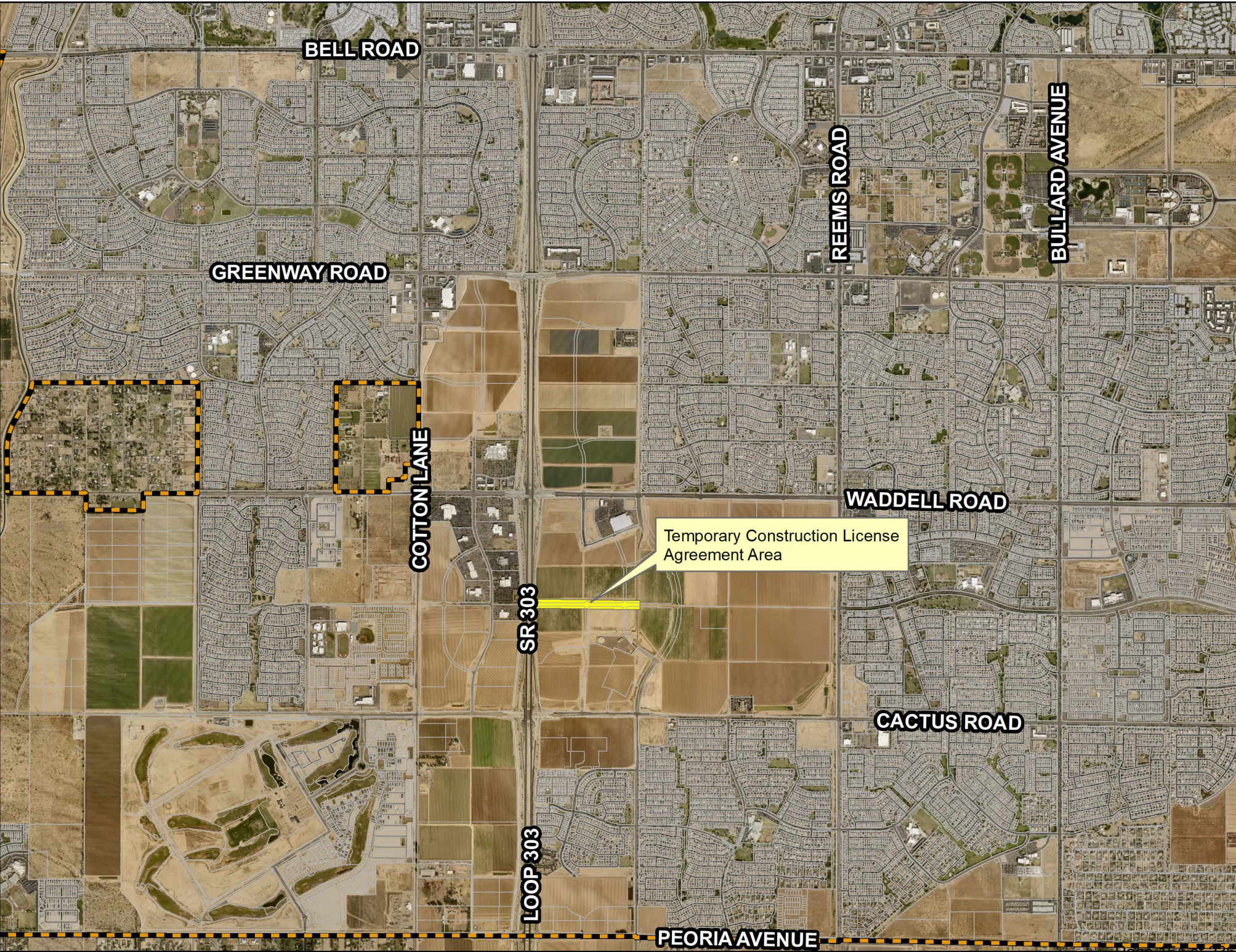
TEMPORARY CONSTRUCTION EASEMENT #3

PROJECT # 21044

DRAWN BY RCD

DATE 04-18-22

SHEET 2 OF 2





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 7, 2022

Contact Person: Lloyd Abrams

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 acceptance of a Temporary Drainage Easement Agreement from Suburban Land Reserve for roadway improvements along Sweetwater Avenue near Sarival Avenue.

Motion:

I move to approve the Temporary Drainage Easement Agreement with Suburban Land Reserve.

Background:

The Temporary Drainage Easements being dedicated are in association with the Sweetwater Road improvements being done by the City's CIP project P61600. The project will construct two lanes in both the east and westbound directions with a center turn lane, along with the required drainage features and retention basins along both sides of the roadway. The roadway will have intersections at Prasada Parkway and the existing Sarival Avenue, and will place conduit for future signal needs. The Temporary Drainage Easement Agreement is needed to provide drainage for the roadway until future development comes in with permanent drainage for the area.

Objective Analysis:

The planned improved roadway will need the additional drainage area along Sweetwater for the completion of the roadway improvement in association with the continuing development around Sarival and Waddell.

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:

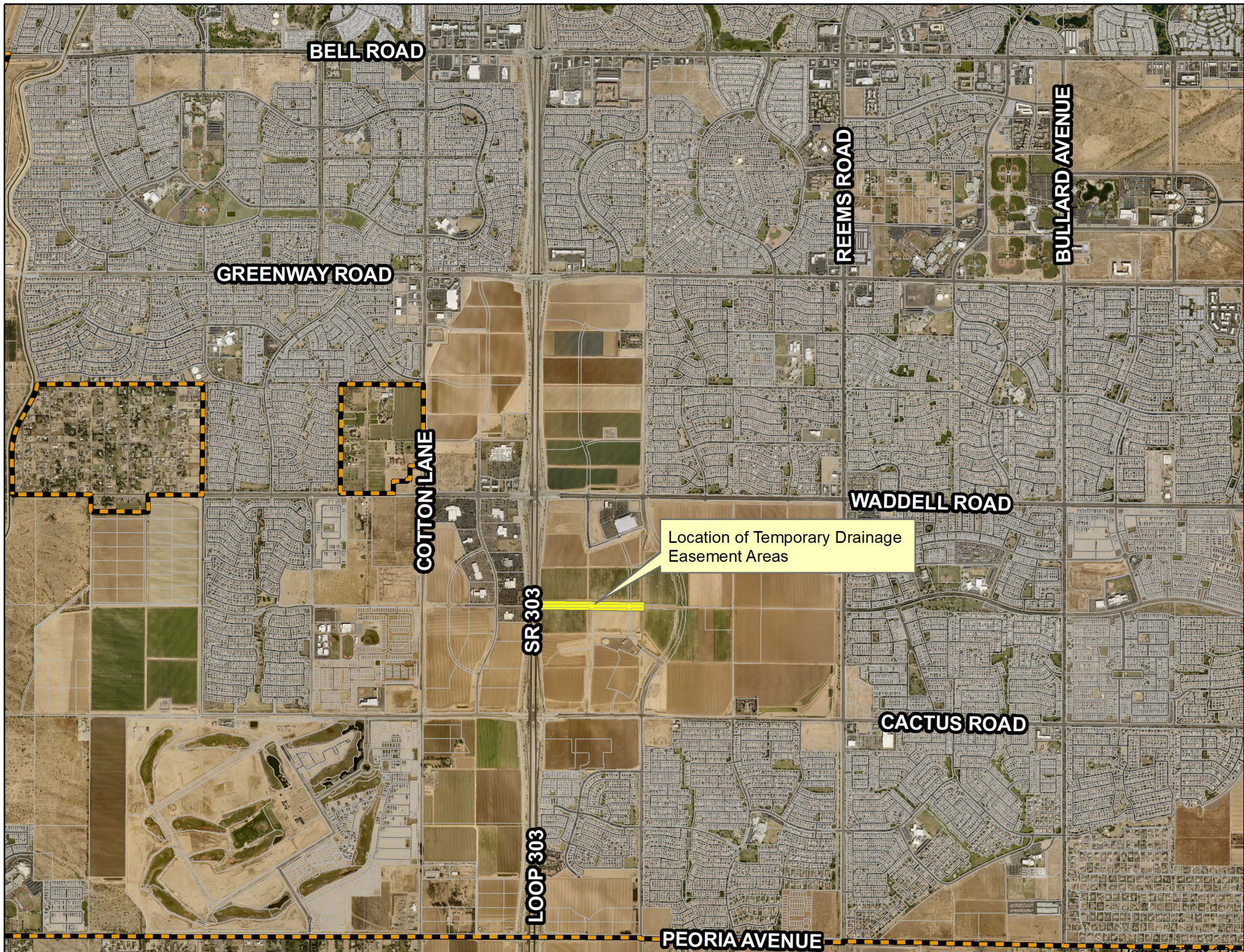
There is currently no budgetary impact related to approval of this item.

FTE Impact:

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

ATTACHMENTS:

1. Temporary Drainage Easements Map
 2. Temporary Drainage Easements
-



When Recorded, Mail To:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374-7470

With a Copy To:

Suburban Land Reserve, Inc.
Attn.: Danny Owen
79 S. Main St., Suite 500
Salt Lake City, Utah 84111

(Space Above for Recorder Use Only)

TEMPORARY DRAINAGE EASEMENT AGREEMENT

THIS TEMPORARY DRAINAGE EASEMENT AGREEMENT (this “Agreement”) is made and entered into as of this ___ day of _____, 2022 (the “Effective Date”), by and between **SUBURBAN LAND RESERVE, INC.**, a Utah corporation (“Grantor”), and **THE CITY OF SURPRISE, ARIZONA**, an Arizona municipal corporation (“Grantee”). Grantor and Grantee are sometimes referred to herein individually as a “Party,” and collectively as the “Parties.”

RECITALS

A. Grantor is the fee title owner of certain real property as described in Deed # 2007-1156113 located in Maricopa County, Arizona (“Grantor Property”).

B. Grantee is the fee title owner of certain real property described in [INSERT] located in Maricopa County, Arizona (“Grantee Property”).

C. Grantee desires to obtain a Drainage Easement on, over, under, and across portions of the Grantor Property, as more particularly described on Exhibit A and depicted on Exhibit B attached hereto and incorporated herein by this reference (the “Easement Area”), for the benefit of the Grantee Property.

D. Grantor is willing to grant such easement to Grantee, subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

1. Easement.

1.1. Grant of Easement. Grantor does hereby convey unto Grantee a non-exclusive temporary drainage easement (the "Drainage Easement") on, over, under, and across the Easement Area for the purposes of constructing, operating, repairing, altering, protecting, restoring, and maintaining a temporary drainage facility such that water from the Grantee Property may drain into that certain temporary retention basin located within the Easement Area (the "Improvements"). All costs of the Improvements and all construction, replacement, relocation, removal, operation, use, maintenance, and/or repair thereof, shall be the sole responsibility of Grantee.

2. Term. This Agreement will be automatically terminated upon the earlier to occur of the following: (i) the date upon which the lots located adjacent to the Easement Area are developed and permanent drainage facilities are built on the adjacent property, or (ii) twenty-four (24) months from the date of this Agreement. Upon the occurrence of an event set forth in the preceding sentence, Grantor may record an instrument terminating this Agreement, and Grantee appoints Grantor its attorney-in-fact to sign such instrument, such power being coupled with an interest for such purposes. Grantor will thereafter promptly deliver a copy of the recorded instrument terminating this Agreement to Grantee.

3. Access and Release. Grantor and Grantor's duly authorized employees, agents, contractors, and subcontractors (collectively, "Grantor's Agents") will have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee and Grantee's Agents will enter upon the Easement Area at their sole risk and hazard and will enter upon the Easement Area from existing roads to the extent available. Grantee hereby releases Grantor from any claims relating to the condition of the Easement Area and Grantor Property and the entry upon the Easement Area and Grantor Property by Grantee and Grantee's Agents.

4. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the generality of the foregoing, Grantor expressly reserves the right to grant other third parties the right to use all or any portion of the Easement Area to the extent that such use shall not frustrate, impinge, or obstruct the use of the Easement Area or the Improvements by Grantee.

5. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including, but not limited to, both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

6. Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Improvements in good order and condition. Grantee shall promptly repair any damage to the Grantor Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, and buildings, etc.) caused by Grantee and/or Grantee's agents, and shall restore the Grantor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the

Grantor Property by Grantee and Grantee's agents. All maintenance actions performed by Grantee shall be completed in a manner consistent with Grantor's reserved rights in, and use of, the Grantor Property.

7. Construction of the Improvements. Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future. Upon completion of the Improvements, Grantee shall provide Grantor with evidence reasonably satisfactory to Grantor of such completion.

8. Hazardous Substances. Grantee agrees not to transport, generate, store, dispose of, release, or use any Hazardous Substances on the Grantor Property. As used in this Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to, or regulated by any Hazardous Waste Laws. Grantee agrees to immediately notify Grantor of any leaking or spillage of Hazardous Substances on the Grantor Property caused by Grantee or Grantee's Agent and Grantee shall be exclusively liable for all cleanup and remediation costs thereof. Grantee shall have no responsibility for a pre-existing environmental condition. As used in this Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

9. Compliance with Laws. When entering upon or performing any work upon the Easement Area or the Grantor Property, Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning, and land use laws.

10. Liens. Grantee shall keep the Grantor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor Property pertaining to any work performed, materials furnished, or

obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. In the event any mechanics' lien or similar lien is recorded against the Grantor Property on account of any act by or on behalf of Grantee, Grantee shall, within 30 days after notice from Grantor, cause such mechanics' lien to be removed from the Grantor Property.

11. Insurance. Grantee will maintain in force the insurance policies and coverages set forth below. Additionally, Grantee will ensure that prior to entering onto the Easement Area or the Grantor Property, all of Grantee's Agents who assist with the Easement are either covered under the terms of Grantee's insurance policies, or that each obtain similar policies and which, at a minimum, provide Grantor the same protections. Grantee agrees to obtain and maintain the following insurance coverages and policies:

11.1. Liability Insurance Coverage and Limits. A commercial general liability insurance policy insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in, or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability, and property damage liability of not less than Two Million Dollars (\$2,000,000.00). Grantor must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent. The coverage set forth above shall be primary coverage and shall apply specifically to the Easement Area and the Grantor Property.

11.2. Workers' Compensation Insurance. All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, Grantee shall maintain Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars (\$500,000.00).

11.3. Automobile Insurance. Automobile Liability Insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

12. Indemnification. Grantee shall indemnify, defend with counsel mutually acceptable to Grantor and Grantee, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members, and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees, (collectively, the "Claims" or a "Claim") from or by any unaffiliated third party, Grantee, and/or Grantee's Agents, to the extent such Claims arise from or relate to (i) any use of the Easement Area and/or the Grantor Property by Grantee or Grantee's Agents, and (ii) any act or omission of Grantee or any of Grantee's Agents. Grantee shall have no obligation to indemnify Grantor or Indemnitees for claims or liabilities directly and proximately caused by Grantor's or Indemnitees' intentional conduct, wanton misconduct, or negligence. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination of this Agreement.

13. Remedies.

13.1. Self- Help and Other Remedies. If any Party defaults in the performance of its obligations hereunder and the default is not cured within ten (10) days following delivery of written notice to such defaulting Party, then the non-defaulting Party shall have the right to perform such obligation on behalf of the defaulting Party, in which event such defaulting Party shall reimburse such non-defaulting Party for all amounts expended by the non-defaulting Party on behalf of the defaulting party, together with interest thereon at the lesser of twelve percent (12%) per annum or the maximum amount permitted by law from the date the amounts are expended until the date repaid.

13.2. Injunctive Relief. In the event of a breach by any party hereto of any obligation of such party under this Agreement, the non-defaulting party shall be entitled to injunctive relief mandating compliance herewith, and shall be entitled to obtain a decree specifically enforcing the performance of the obligations created hereunder.

13.3. Non-Waiver. No delay or omission of any party hereto in the exercise of any rights created hereunder shall impair such right, or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of an event of default hereunder. A waiver by any party hereto of a breach of, or default in, any of the terms, provisions and conditions of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other term, condition, or provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but instead all remedies shall be cumulative with all other remedies provided for in this Agreement.

14. Attorneys' Fees. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, will be paid by the non-prevailing party.

15. Assignability. This Agreement may not be assigned, whether voluntarily or by operation of law, and Grantee shall not permit the use of the Easement Area, or any part thereof, except in strict compliance with the provisions hereof, and any attempt to do so shall be null and void.

16. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given by personal delivery, overnight courier service, or United States certified mail, return receipt requested, postage or other delivery charge prepaid (provided that any notice given by facsimile or by email must also be given on the same day by one of the alternative ways listed above), addressed to Grantor or Grantee at the following addresses:

If to Grantor:

Suburban Land Reserve, Inc.

If to Grantee:

Attn: Danny Owen
79 S Main St, Suite 500
Salt Lake City, Utah 84111

With a Copy to:

Kirton McConkie
Attn: Robert C. Hyde; Jessica Rancie
50 E. South Temple, Suite 400
Salt Lake City, Utah 84111

City of Surprise
Attn: City Manager
16000 N. Civic Center Plaza
Surprise, Arizona 85374

With a Copy to:

City of Surprise
Attn: City Attorney
16000 N. Civic Center Plaza
Surprise, Arizona 85374

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

17. No Public/Use Dedication. The Grantor Property is and shall at all times remain the private property of Grantor. The use of the Grantor Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor Property beyond the express terms and conditions of this Agreement.

18. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

19. Miscellaneous.

19.1 Entire Agreement. This Agreement contains the entire agreement between the Parties. All previous agreements, communications, discussions and negotiations relating to the subject matter hereof have been merged and finalized. This Agreement may only be modified or amended in writing by both Parties hereto.

19.2 Successors and Assigns. The provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Parties hereto.

19.3 Governing Law; Jurisdiction. To the fullest extent possible, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona, without regard to any conflicts of law issues.

19.4 Authority. The individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the entities for which they are executing this Agreement.

19.5 Non-Fiduciary or Agency Relationship. 1.1. The Parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency or employment status or relationship between them and expressly affirm that they have entered into this Agreement as part of an “arms-length” transaction. No Party hereto has the authority to make any representation or warranty or incur any obligation or liability on behalf of any other Party hereto, nor shall they make any representation to any third Party inconsistent with this Section.

19.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document and agreement. A copy or electronic transmission of any part of this Agreement, including the signature page, shall have the same force and effect as an original.

[signatures and acknowledgements to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

SUBURBAN LAND RESERVE, INC.,
a Utah corporation

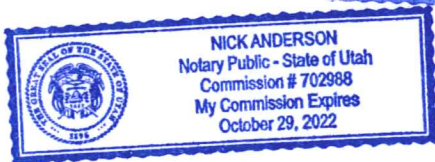
By: David Cannon
R. Steven Romney, President
David Cannon

STATE OF UTAH)
)
) :ss
COUNTY OF SALT LAKE)

On the 23rd day of May, 2022 before me, a notary public in and for the State and County aforesaid, the undersigned officer, personally appeared David Cannon, who acknowledged himself to be the President of SUBURBAN LAND RESERVE, INC., a municipal corporation of the State of Arizona, and that he as such President executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal.

Nick Anderson
Notary Public for the
State of Utah



GRANTEE:

CITY OF SURPRISE,
an Arizona municipal corporation

By: _____
Name : Skip Hall
Its: _____

ATTEST:

Sherry Aguilar
City Clerk

APPROVED AS TO FORM:

Robert Wingo
City Attorney

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, known by me as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires:

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EXHIBIT "A"

DESCRIPTION

SWEETWATER DRAINAGE EASEMENTS

Portions of that real property as shown in the FINAL PLAT of PRASADA – PHASE 1B SOUTH, recorded in Book 954, Page 50, records Maricopa County, Arizona, being located in Section 13, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, City of Surprise, Maricopa County, Arizona described as follows:

Drainage Easement #1

COMMENCING at the East Quarter Corner of said Section 13, from which the Southeast Corner of said Section 13 lies South 00°12'33" West 2642.24 feet.
Thence, along the centerline of Sweetwater Road per said Final Plat, North 89°56'50" West 68.94 feet;
Thence South 00°03'10" West 60.00 feet to the POINT OF BEGINNING;
Thence continuing South 00°03'10" West 75.00 feet;
Thence North 89°56'50" West 100.00 feet;
Thence North 00°03'10" East 75.00 feet;
Thence South 89°56'50" East 100.00 feet to the POINT OF BEGINNING.

TOGETHER WITH

Drainage Easement #2

COMMENCING at the East Quarter Corner of said Section 13, from which the Southeast Corner of said Section 13 lies South 00°12'33" West 2642.24 feet.
Thence, along the centerline of Sweetwater Road per said Final Plat, North 89°56'50" West 377.90 feet;
Thence South 00°03'10" West 70.10 feet to the POINT OF BEGINNING;
Thence continuing South 00°03'10" West 64.90 feet;
Thence North 89°56'50" West 100.00 feet;
Thence North 00°03'10" East 75.00 feet;
Thence South 89°56'50" East 89.93 feet;
Thence South 44°54'08" East 14.26 feet to the POINT OF BEGINNING.

DESCRIPTION continued on page 2 of 2

DESCRIPTION continued from page 1 of 2

**TOGETHER WITH
Drainage Easement #3**

COMMENCING at the East Quarter Corner of said Section 13, from which the Southeast Corner of said Section 13 lies South 00°12'33" West 2642.24 feet.
Thence, along the centerline of Sweetwater Road per said Final Plat, North 89°56'50" West 801.94 feet;
Thence South 00°03'10" West 60.00 feet to the POINT OF BEGINNING;
Thence continuing South 00°03'10" West 75.00 feet;
Thence North 89°56'50" West 100.00 feet;
Thence North 00°03'10" East 75.00 feet;
Thence South 89°56'50" East 100.00 feet to the POINT OF BEGINNING.

**TOGETHER WITH
Drainage Easement #4**

COMMENCING at the East Quarter Corner of said Section 13, from which the Southeast Corner of said Section 13 lies South 00°12'33" West 2642.24 feet.
Thence, along the centerline of Sweetwater Road per said Final Plat, North 89°56'50" West 1330.31 feet;
Thence South 00°03'10" West 60.00 feet to the POINT OF BEGINNING;
Thence continuing South 00°03'10" West 75.00 feet;
Thence North 89°56'50" West 100.00 feet;
Thence North 00°03'10" East 75.00 feet;
Thence South 89°56'50" East 100.00 feet to the POINT OF BEGINNING.

**TOGETHER WITH
Drainage Easement #5**

COMMENCING at the East Quarter Corner of said Section 13, from which the Southeast Corner of said Section 13 lies South 00°12'33" West 2642.24 feet.
Thence, along the centerline of Sweetwater Road per said Final Plat, North 89°56'50" West 1951.66 feet;
Thence South 00°03'10" West 60.00 feet to the POINT OF BEGINNING;
Thence continuing South 00°03'10" West 75.00 feet;
Thence North 89°56'50" West 100.00 feet;
Thence North 00°03'10" East 75.00 feet;
Thence South 89°56'50" East 100.00 feet to the POINT OF BEGINNING.

Attached is Exhibit "B" and by this reference is made a part hereof.

End of description



FINAL PLAT
PRASADA - PHASE 1B SOUTH
BOOK 954, PAGE 50 M.C.R.



POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
M.C.R.	MARICOPA COUNTY RECORDER
M.U.E.	MUNICIPAL USE EASEMENT
ROW	RIGHT OF WAY
D.E.	DRAINAGE EASEMENT
	DRAINAGE EASEMENT AREAS

Maricopa County Low Distortion Projection

Geodetic Datum: NAD 1983

Latitude of origin: 33° 15' 00" N

Central meridian: 112° 15' 00" W

False northing: 1,500,000.000 ifl

False easting: 2,500,000.000 if

Standard parallel scale: 1.000045 (exact)



SWEETWATER ROAD DRAINAGE EASEMENTS

SHEET 1 OF 1

EXHIBIT "A"

DESCRIPTION

SWEETWATER DRAINAGE EASEMENTS #6, #7, & #8

Portions of that real property as shown in the FINAL PLAT of PRASADA – PHASE 1B SOUTH, recorded in Book 954, Page 50, records Maricopa County, Arizona, being located in Section 13, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, City of Surprise, Maricopa County, Arizona described as follows:

Drainage Easement #6

COMMENCING at the East Quarter Corner of said Section 13, from which the Southeast Corner of said Section 13 lies South 00°12'33" West 2642.24 feet. Thence, along the centerline of Sweetwater Road per said Final Plat, North 89°56'50" West 60.05 feet;
Thence North 00°03'10" East 60.00 feet to the POINT OF BEGINNING;
Thence North 89°56'50" West 115.00 feet;
Thence North 00°03'10" East 100.00 feet;
Thence South 89°56'50" East 115.00 feet;
Thence South 00°03'10" West 100.00 feet to the POINT OF BEGINNING.

TOGETHER WITH

Drainage Easement #7

COMMENCING at the East Quarter Corner of said Section 13, from which the Southeast Corner of said Section 13 lies South 00°12'33" West 2642.24 feet. Thence, along the centerline of Sweetwater Road per said Final Plat, North 89°56'50" West 489.15 feet;
Thence North 00°03'10" East 60.00 feet to the POINT OF BEGINNING;
Thence North 89°56'50" West 101.65 feet;
Thence North 00°03'10" East 90.00 feet;
Thence South 89°56'50" East 117.66 feet;
Thence South 00°15'40" West 79.35 feet;
Thence South 45°09'25" West 22.18 feet to the POINT OF BEGINNING.

DESCRIPTION continued on page 2 of 2

DESCRIPTION continued from page 1 of 2

TOGETHER WITH
Drainage Easement #8

COMMENCING at the East Quarter Corner of said Section 13, from which the Southeast Corner of said Section 13 lies South 00°12'33" West 2642.24 feet. Thence, along the centerline of Sweetwater Road per said Final Plat, North 89°56'50" West 798.89 feet;
Thence North 00°03'10" East 60.00 feet to the POINT OF BEGINNING;
Thence North 89°56'50" West 104.00 feet;
Thence North 00°03'10" East 90.00 feet;
Thence South 89°56'50" East 104.00 feet;
Thence South 00°03'10" West 90.00 feet to the POINT OF BEGINNING.

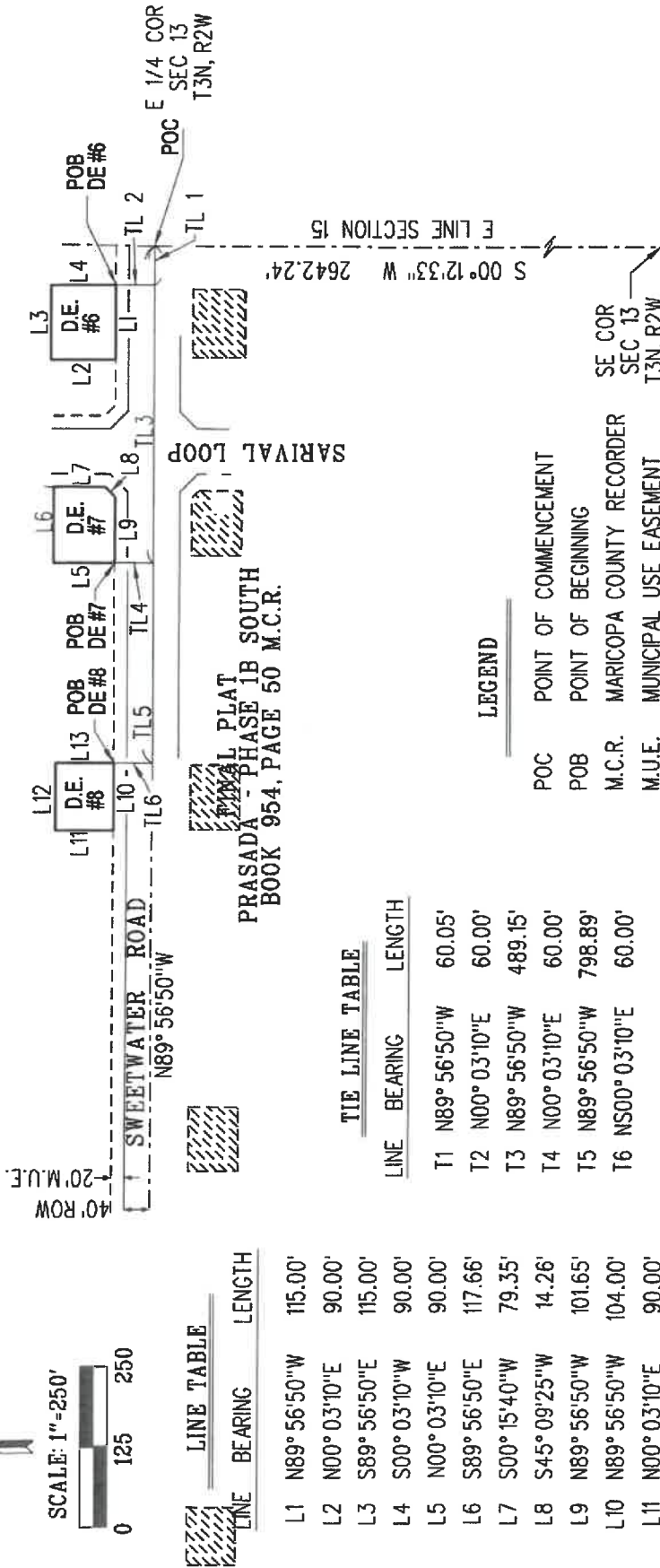
Attached is Exhibit "B" and by this reference is made a part hereof.

End of description



EXHIBIT "B"

FINAL PLAT
PRASADA - PHASE 1B SOUTH
BOOK 954, PAGE 50 M.C.R.



BASIS OF BEARINGS

Maricopa County Low Distortion Projection
 Linear unit: International foot
 Geodetic Datum: NAD 1983
 Projection type: Lambert Conformal Conic (single parallel)
 Latitude of origin: 33° 15'00"N
 Central meridian: 112° 15'00" W
 False northing: 1,500,000.000 ift
 False easting: 2,500,000.000 ift
 Standard parallels: 33° 15'00"N, 33° 45'00"N



CITY OF SURPRISE
 LAND SURVEY DEPARTMENT
 16000 N. CIVIC CENTER PLAZA
 SURPRISE AZ. 85374

SWEETWATER ROAD DRAINAGE EASEMENTS #6, #7, & #8

Standard parallels: 33° 15'00"N, 33° 45'00"N

PROJECT # 21044

DRAWN BY RCD

DATE 03-02-22 SHEET 1 OF 1



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 7, 2022

Contact Person: Trever Fleetham

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 the Preliminary Plat entitled, “Heritage Asante – Parcels 8 & 10” and dated March 21, 2022, a property generally located west of Asante Drive and south of Pat Tillman Blvd; Case FS21-330.

Motion:

I move to approve the Preliminary Plat entitled, “Heritage Asante – Parcels 8 & 10” and dated March 21, 2022, subject to stipulations “a” through “c” as set forth in the staff report.

Background:

Diego Ortiz of Hilgart Wilson, LLC seeks approval of a Preliminary Plat for Heritage Asante Parcels 8 & 10. The proposal includes the subdivision of the 20.56 acre Parcel 8 of Heritage Asante into 88 single-family lots, for a density of 4.28 DU/Ac. Additionally, the 18.05 acre Parcel 10 of Heritage Asante is proposed to be subdivided into 83 single-family lots, for a density of 4.60 DU/Ac.

Objective Analysis:

The subject Preliminary Plat meets the requirements of the Paradiso Asante PUD, in addition to other applicable 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 Preliminary Plat is consistent with the Paradiso Asante PUD and advances the goals and policies of the General Plan.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS21-330 Heritage Asante Parcels 8 & 10 Pre Plat - Staff Report 050522 PZ
 2. 01 - FS21-330 Heritage Asante Parcels 8 & 10 Pre Plat - Vicinity Map
 3. 02 - FS21-330 Heritage Asante Parcels 8 & 10 Pre Plat - Zoning Map
 4. 03 - FS21-330 Heritage Asante Parcels 8 & 10 Pre Plat - Preliminary Plat
 5. 04 - FS21-330 Heritage Asante Parcels 8 & 10 Pre Plat - Prelim Landscape Plan
 6. 05 - FS21-330 Heritage Asante Parcels 8 & 10 Pre Plat - Prelim Wall Plan
 7. 06 - FS21-330 Heritage Asante Parcels 8 & 10 Pre Plat - Wall Details
 8. 07 - FS21-330 Heritage Asante Parcels 8 & 10 Pre Plat - Luke Letter
 9. FS21-330 Heritage Asante Parcels 8 & 10 Pre Plat - PowerPoint
-

PRELIMINARY PLAT

REPORT TO CITY COUNCIL

Case: FS21-330

Project Name: Heritage Asante Parcels 8 & 10

Council District: 1 - Acacia

City Council Date: June 7, 2022

Planner: Trever Fleetham, AICP

Owner: LCD Asante, LLC

Applicant: Diego Ortiz with Hilgart Wilson, LLC

Request: Preliminary Plat for 171 single-family residential lots (Parcel 8: 88 lots; Parcel 10: 83 lots)

Site Location: Generally located west of Asante Drive and south of Pat Tillman Blvd. in a portion of Sections 11 and 12, Township 4 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona.

Site Size: 38.61 gross acres (Parcel 8: 20.56 acres; Parcel 10: 18.05 acres)

Gross Density: Parcel 8: 4.28 DU/Ac.; Parcel 10: 4.60 DU/Ac.

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

Support/Opposition: None known

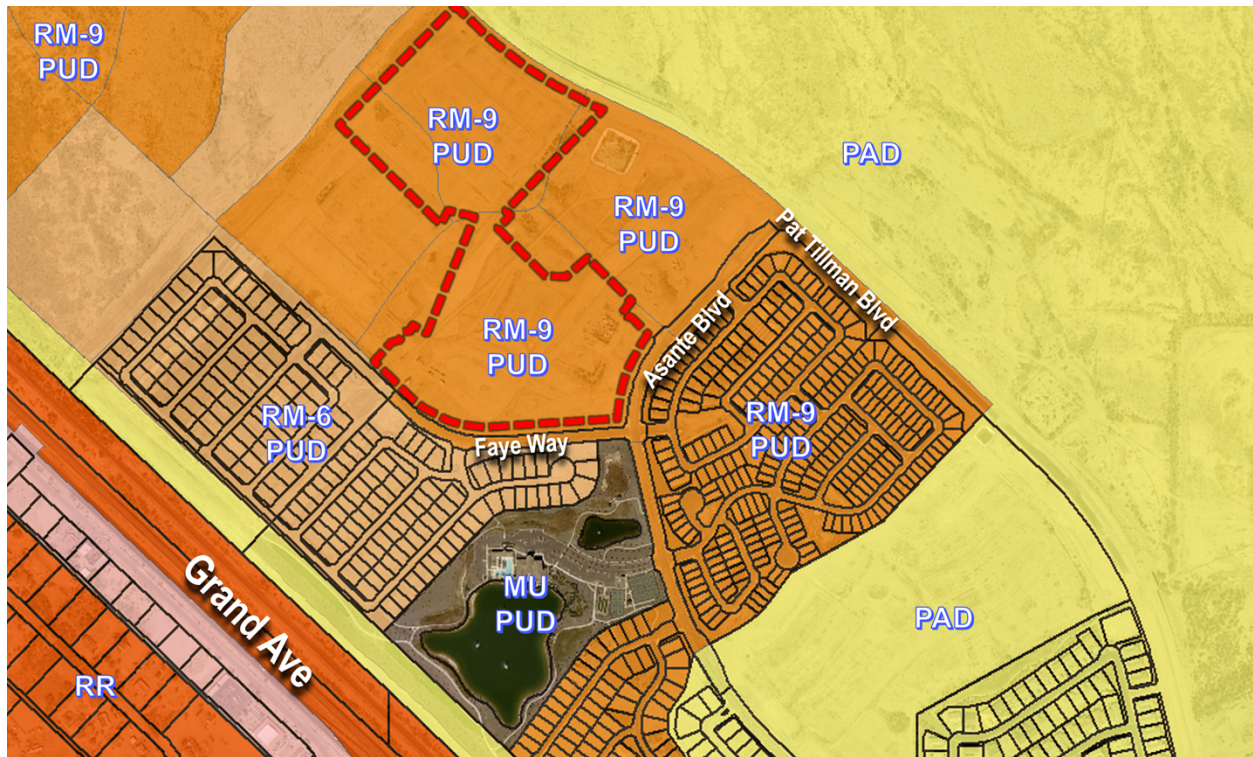
Commission Recommendation: The Planning & Zoning Commission recommends **approval** of case FS21-330 to the City Council, subject to stipulations 'a' through 'c'.

PROJECT DESCRIPTION:

Hilgart Wilson, LLC, on behalf of LCD Asante, LLC, requests approval of a Preliminary Plat to allow for the development of single-family residential subdivisions on Parcels 8 & 10 of Heritage Asante, an active adult community generally located west of 163rd Avenue and north of Grand Avenue. Parcel 8 encompasses 20.56 gross acres and will include 88 lots. Parcel 10 encompasses 18.05 acres and will include 83 lots.

SURROUNDING LAND ZONING:

The following map depicts the existing zoning of the subject site and its surrounds:



BACKGROUND:

November 3, 1988: A portion of the Asante Planned Area Development was annexed into the City of Surprise by the Mayor and City Council.

October 14, 2004: Another portion of the Asante Planned Area Development was annexed into the City of Surprise by the Mayor and City Council.

November 24, 2004: The Mayor and City Council approved the Asante Planned Area Development.

July 27, 2006: The Asante North Planned Area Development was annexed into the City of Surprise by the Mayor and City Council.

July 27, 2006: The Mayor and City Council approved the Asante North Planned Area Development.

September 19, 2017: The Mayor and City Council approved the Rezone of the subject property for the Asante Paradiso Active Adult Community.

April 16, 2018: The Community Development Director approved a minor zoning amendment to revise the development standards for the subject site under case FS18-078.

August 6, 2020: A Concept Review meeting was held for the current proposal under case CR20-452.

April 28, 2021: The applicant filed a request for a Preliminary Plat under case FS21-330, the subject case.

February 18, 2022: The Community Development Director approved a minor zoning amendment to revise the development standards for the subject site under case FS21-1002.

ANALYSIS AND DISCUSSION:

The subject request involves a Preliminary Plat for Parcels 8 & 10 of Heritage Asante (Paradiso Asante), a 369.2 acre active adult community.

Parcel 8

The proposed plat includes 88 single-family residential lots located within the 20.56-acre Parcel 8. This equates to a density of 4.28 DU/Acre, which meets the PUD Overlay-approved density of 4.4 DU/Acre. The average lot size in Parcel 8 is 5,104 square feet, with minimum dimensions of 43.5' x 100'. This parcel includes 6.34 acres (30.84%) of open space, which includes areas for recreation and trail connections to the overall Heritage Asante development. Residents of this subdivision also have access to the community pool and amenities in Parcel 4 of this development. Additional landscape and retention basins also contribute to the total open space.

Parcel 10

The proposed plat includes 83 single-family residential lots located within the 18.05-acre Parcel 10. This equates to a density of 4.60 DU/Acre, which meets the PUD Overlay-approved density of 4.8 DU/Acre. The average lot size in Parcel 10 is 4,930 square feet, with minimum dimensions of 50' x 95'. This parcel includes 4.56 acres (25.25%) of open space, which includes areas for recreation and trail connections to the overall Heritage Asante development. Residents of this subdivision also have access to the community pool and amenities in Parcel 4 of this development. Additional landscape and retention basins also contribute to the total open space.

Development Standards

DEVELOPMENT STANDARDS TABLE – PER HERITAGE ASANTE PUD, FS-21-1002, OR SUBSEQUENT AMENDMENTS		
	PARCEL 10	PARCEL 8
ZONING	RM-9 PUD	RM-9 PUD
TYPICAL LOT	50'X90'	43.5'X100'
MIN. AREA	4,500	4,752
MIN. WIDTH	50'	43.5'
MIN. DEPTH	90'	100'
BUILDING SETBACKS (2)		
FRONT (2)	20/12' FOR LIVING AREA OR SIDE ENTRY GARAGE (6)	20/12' FOR LIVING AREA OR SIDE ENTRY GARAGE (6)
SIDE (2)	5'/5'	0'/5'
STREET SIDE (2)(3)	13'	13'
REAR (2)	10'	15'
REAR ADJ. TO ARTERIAL (2)(7)(8)	15'	20'
MIN. DISTANCE BETWEEN HOUSES	10'	0'/10'
BLDG. HEIGHT	30'	30'
LOT COVERAGE	70%	50%

Access

Primary access to Parcel 8 will be N. 174th Drive from W. Freedom Way and will have a connection to Parcel 9, as well as the future Parcel 7. Primary Access to Parcel 10 will be through the adjacent Parcel 9 development, with a secondary emergency ingress/egress onto Pat Tillman Blvd. Parcel 10 will also have a connection to the future Parcel 7 development.

Walls

The wall plans for Parcels 8 & 10 are consistent with Parcel 9 and the remainder of the Heritage Asante Development, as are the colors and materials for the theme walls, view fencing, builder walls, and columns.

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, who indicate no objections to the requests, Luke Air Force Base, Maricopa Water District, and Maricopa County Department of Transportation (MCDOT) were included in the routing of this case. These agencies also indicate no objections.

Summary:

The proposed Preliminary Plat meets the requirements of the Asante Paradiso PUD, the Surprise Municipal Code, and the General Plan.

Findings:

- The proposed Preliminary Plat is consistent with the Surprise General Plan 2035
- The proposed Preliminary Plat is consistent with the Paradiso Asante PUD as amended under case FS21-1002.
- The reviewing agencies have indicated no objections to the request

Recommendation:

Based on the findings noted above, the Planning and Zoning Commission recommends the City Council **approve** the subject Preliminary Plat, subject to stipulations 'a' through 'c' as outlined below:

- a. Development and use of the site shall be consistent with the Preliminary Plat entitled "Preliminary Plat for Heritage Asante – Parcels 8 & 10", prepared by Hilgart Wilson, and received 03/21/2022.
- b. Landscaping of the site shall be consistent with the Landscape Plans entitled "Heritage Asante – Parcel 8 Preliminary Landscape Plan" and "Heritage Asante – Parcel 10 Preliminary Landscape Plan", prepared by SMP Environmental Design, and received 03/21/2022.
- c. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

However, should the Council wish to **deny** the request, the Council should make its own findings and base its decision on those alternative findings.

Attachments:

- 01 Vicinity Map
- 02 Zoning Map
- 03 Preliminary Plat
- 04 Preliminary Landscape Plan
- 05 Preliminary Wall Plan
- 06 Wall Details

175 07 Luke AFB Comments



VICINITY MAP

SITE

Parcel 10
18.05
Acres

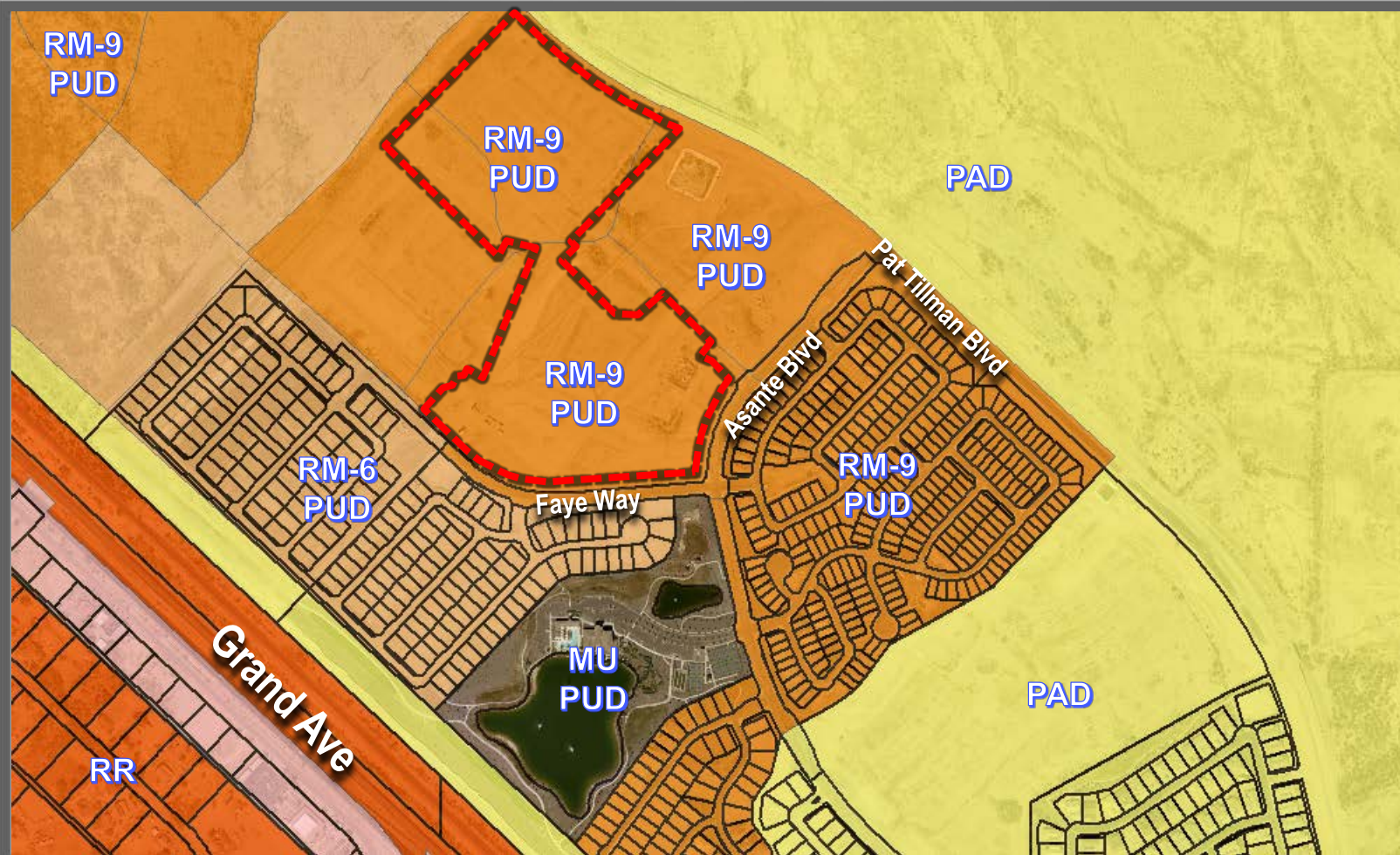
Parcel 8
20.56
Acres

Grand Ave

Faye Way

Asante Blvd
Pat Tillman Blvd

VICINITY MAP



ZONING

DEVELOPMENT STANDARDS TABLE – PER HERITAGE ASIANE PUD, FS-21-1002, OR SUBSEQUENT AMENDMENTS		
	PARCEL 10	PARCEL 8
ZONING	RM-9 PUD	RM-9 PUD
TYPICAL LOT	50'X90'	43.5'X100'
MIN. AREA	4,500	4,752
MIN. WIDTH	50'	43.5'
MIN. DEPTH	90'	100'
BUILDING SETBACKS (2)		
FRONT (2)	20'/12' FOR LIVING AREA OR SIDE ENTRY GARAGE (6)	20'/12' FOR LIVING AREA OR SIDE ENTRY GARAGE (6)
SIDE (2)	5'/5'	0'/5'
STREET SIDE (2X(3)	13'	13'
REAR (2)	10'	10'
REAR ADJ. TO ARTERIAL (2X(7X(8)	15'	20'
MIN. DISTANCE BETWEEN HOUSES	10'	0'/10'
BLDG. HEIGHT	30'	30'
LOT COVERAGE	70%	50%

SITE SUMMARY TABLE		PARCEL 8
OVERALL GROSS AREA (ACRES)		20.56
OVERALL NET AREA (ACRES)		20.56
TOTAL NUMBER OF LOTS: SINGLE FAMILY		88
TOTAL OPEN SPACE (ACRES)		6.34
TOTAL PERCENTAGE OF OPEN SPACE (%)		30.84%
MINIMUM LOT SIZE (SF)		4,780
AVERAGE LOT SIZE (SF)		5,104
MAXIMUM LOT SIZE (SF)		7,498
MINIMUM LOT WIDTH (FT)		43.5'
MINIMUM LOT DEPTH (FT)		100'
DENSITY (DU/AC): PER GROSS AREA		4.28
TRAFFIC ASSIGNORS: PARCEL NUMBER		NOA-733-77C

SITE SUMMARY TABLE	
	PARCEL 10
OVERALL GROSS AREA (ACRES)	18.05
OVERALL NET AREA (ACRES)	18.05
TOTAL NUMBER OF LOTS: SINGLE FAMILY	83
TOTAL OPEN SPACE (ACRES)	4.56
TOTAL PERCENTAGE OF OPEN SPACE (%)	25.25%
MINIMUM LOT SIZE (SF)	4,750
AVERAGE LOT SIZE (SF)	4,930
MAXIMUM LOT SIZE (SF)	7,499
MINIMUM LOT WIDTH (FT)	50'
MINIMUM LOT DEPTH (FT)	95'
DENSITY (DU/AC) PER GROSS AREA	4.60
TRAFFIC ASSIGNED PARCEL NUMBER	410.73-770

LEGEND

	BOUNDARY LINE
	CENTER LINE
	RIGHT-OF-WAY
	PARCEL LINE
	SIGHT VISIBILITY EASEMENT
	ASSESSOR PARCEL NUMBER
	PUBLIC UTILITY EASEMENT
	RIGHT-OF-WAY
	VEHICLE NON-ACCESS EASEMENT
	MANICIPA COUNTY RECORDS
	FLOW ARROW
	4" ROLL CURB & GUTTER
	8" ROLL CURB & GUTTER
	VERTICAL CURB & GUTTER
	5' CURB TRANSITION
	PERMETER RETAINING WALL (SEE LANDSCAPE PLANS)
	LANDSCAPE PLANS (SEE LANDSCAPE PLANS)
	PARTIAL VIEW WALL (SEE LANDSCAPE PLANS)
	RETAINING WALL (SEE LANDSCAPE PLANS)
	VIEW FENCE WITH 5' GATE (SEE LANDSCAPE PLANS)
	VIEW FENCE WITH 5' GATE (SEE LANDSCAPE PLANS)

PARCEL 8					
LOT TABLE			LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)	LOT NO.	AREA (SQ.FT)	AREA (ACRES)
1	5462	0.125	46	4830	0.111
2	5423	0.124	47	4830	0.111
3	4846	0.111	48	4830	0.111
4	4842	0.111	49	4830	0.111
5	4857	0.112	50	4830	0.111
6	4857	0.112	51	4830	0.111
7	4857	0.112	52	5300	0.186
8	5430	0.124	53	6040	0.139
9	5432	0.124	54	6776	0.156
10	4849	0.111	55	5649	0.130
11	4849	0.111	56	4860	0.112
12	4849	0.111	57	4860	0.112
13	4849	0.111	58	4860	0.112
14	4846	0.111	59	4860	0.112
15	5363	0.123	60	4860	0.112
16	5441	0.125	61	4860	0.112
17	5022	0.115	62	4865	0.112
18	5023	0.115	63	5072	0.116
19	4839	0.111	64	8110	0.186
20	5396	0.124	65	4831	0.111
21	5390	0.124	66	4832	0.111
22	5390	0.124	67	4832	0.111
23	4830	0.111	68	4832	0.111
24	4830	0.111	69	5553	0.127
25	4830	0.111	70	6134	0.141
26	4830	0.111	71	4991	0.112
27	5150	0.118	72	4941	0.111
28	5300	0.122	73	5066	0.116
29	6647	0.153	74	5488	0.126
30	4830	0.111	75	5454	0.125
31	4830	0.111	76	5862	0.121
32	4830	0.111	77	4966	0.114
33	4830	0.111	78	4966	0.114
34	4830	0.111	79	4966	0.114
35	4830	0.111	80	4982	0.114
36	4830	0.111	81	4996	0.115
37	4830	0.111	82	6627	0.152
38	4830	0.111	83	7498	0.172
39	4830	0.111	84	7416	0.170
40	6584	0.158	85	5201	0.115
41	4830	0.111	86	5001	0.115
42	4830	0.111	87	4830	0.111
43	4830	0.111	88	4780	0.110
44	4830	0.111			
45	4830	0.111			

PARCEL 10			
LOT TABLE			
LOT NO.	AREA (SQ.FT)	AREA (ACRES)	
1	4785	0.110	
2	4750	0.109	
3	4750	0.109	
4	4750	0.109	
5	4750	0.109	
6	4750	0.109	
7	4750	0.109	
8	4750	0.109	
9	4785	0.110	
10	4785	0.110	
11	4750	0.109	
12	4750	0.109	
13	4750	0.109	
14	4750	0.109	
15	4750	0.109	
16	4750	0.109	
17	4750	0.109	
18	4785	0.110	
19	4890	0.112	
20	4750	0.109	
21	4750	0.109	
22	4750	0.109	
23	4750	0.109	
24	4750	0.109	
25	4750	0.109	
26	4750	0.109	
27	5035	0.116	
28	5035	0.116	
29	5035	0.116	
30	6289	0.144	
31	5586	0.128	
32	5035	0.116	
33	5035	0.116	
34	5035	0.116	
35	4750	0.109	
36	4750	0.109	
37	4750	0.109	
38	4750	0.109	
39	4750	0.109	
40	4750	0.109	
41	4750	0.109	
42	4890	0.112	

LOT TABLE			
LOT NO.	AREA (SQ.FT)	AREA (ACRES)	
43	4785	0.110	
44	4750	0.109	
45	4750	0.109	
46	4750	0.109	
47	4750	0.109	
48	4750	0.109	
49	4750	0.109	
50	4750	0.109	
51	4785	0.110	
52	4785	0.110	
53	4750	0.109	
54	4750	0.109	
55	4750	0.109	
56	4750	0.109	
57	4750	0.109	
58	4750	0.109	
59	4750	0.109	
60	4785	0.110	
61	4942	0.113	
62	5000	0.115	
63	5000	0.115	
64	5000	0.115	
65	5000	0.115	
66	4950	0.114	
67	5011	0.115	
68	7050	0.162	
69	7499	0.172	
70	5778	0.133	
71	4750	0.109	
72	4750	0.109	
73	4750	0.109	
74	4750	0.109	
75	4750	0.109	
76	4750	0.109	
77	4750	0.109	
78	4892	0.115	
79	4955	0.112	
80	5929	0.136	
81	5035	0.115	
82	5050	0.116	
83	5139	0.118	

LOT TABLE		
LOT NO.	AREA (SQFT)	AREA (ACRES)
43	4795	0.10
44	4750	0.10
45	4750	0.10
46	4750	0.10
47	4750	0.10
48	4750	0.10
49	4750	0.10
50	4750	0.10
51	4795	0.11
52	4795	0.11
53	4750	0.10
54	4750	0.10
55	4750	0.10
56	4750	0.10
57	4750	0.10
58	4750	0.10
59	4750	0.10
60	4795	0.11
61	4942	0.13
62	5000	0.11
63	5000	0.11
64	5000	0.11
65	5000	0.11
66	4950	0.11
67	5000	0.11
68	5000	0.11
69	7499	0.17
70	5776	0.13
71	4750	0.10
72	4750	0.10
73	4750	0.10
74	4750	0.10
75	4750	0.10
76	4750	0.10
77	4750	0.10
78	4992	0.11
79	4865	0.12
80	5929	0.13
81	5030	0.11
82	5050	0.11

OPEN SPACE USAGE SUMMARY TABLE		
	PARCEL 8	PARCEL 10
ACTIVE OPEN SPACE AREA (ACRES)	1.38	1.45
PASSIVE OPEN SPACE AREA (ACRES)	4.96	3.10
TOTAL OPEN SPACE AREA (ACRES)	6.34	4.55

PARCEL 8

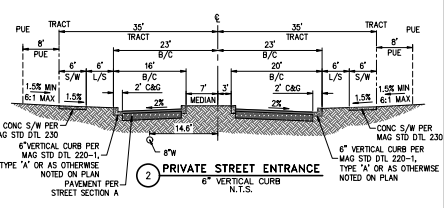
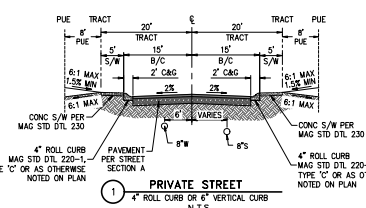
TRACT TABLE		
TRACT A	AREA (ACRES)	USE
TRACT A	3.7025	PRIVATE ACCESSWAY, WATER & SEWER EASEMENT.
TRACT B	2.1479	COMMON AREA, DRAINAGE, ACTIVE & PASSIVE.
TRACT C	1.6548	COMMON AREA, DRAINAGE, ACTIVE & PASSIVE.
TRACT D	1.7318	COMMON AREA, DRAINAGE, PASSIVE.
TRACT E	0.0417	COMMON AREA, PASSIVE.
TRACT F	0.0420	COMMON AREA, PASSIVE.
TRACT G	0.0709	COMMON AREA, PASSIVE.
TRACT H	0.0225	COMMON AREA, PASSIVE.
TRACT I	0.0282	COMMON AREA, PASSIVE.

*COMMON AREA MAY INCLUDE OPEN SPACE, LANDSCAPE, PEDESTRIAN PATHS, AND/OR AMENITIES.

PARCEL 10

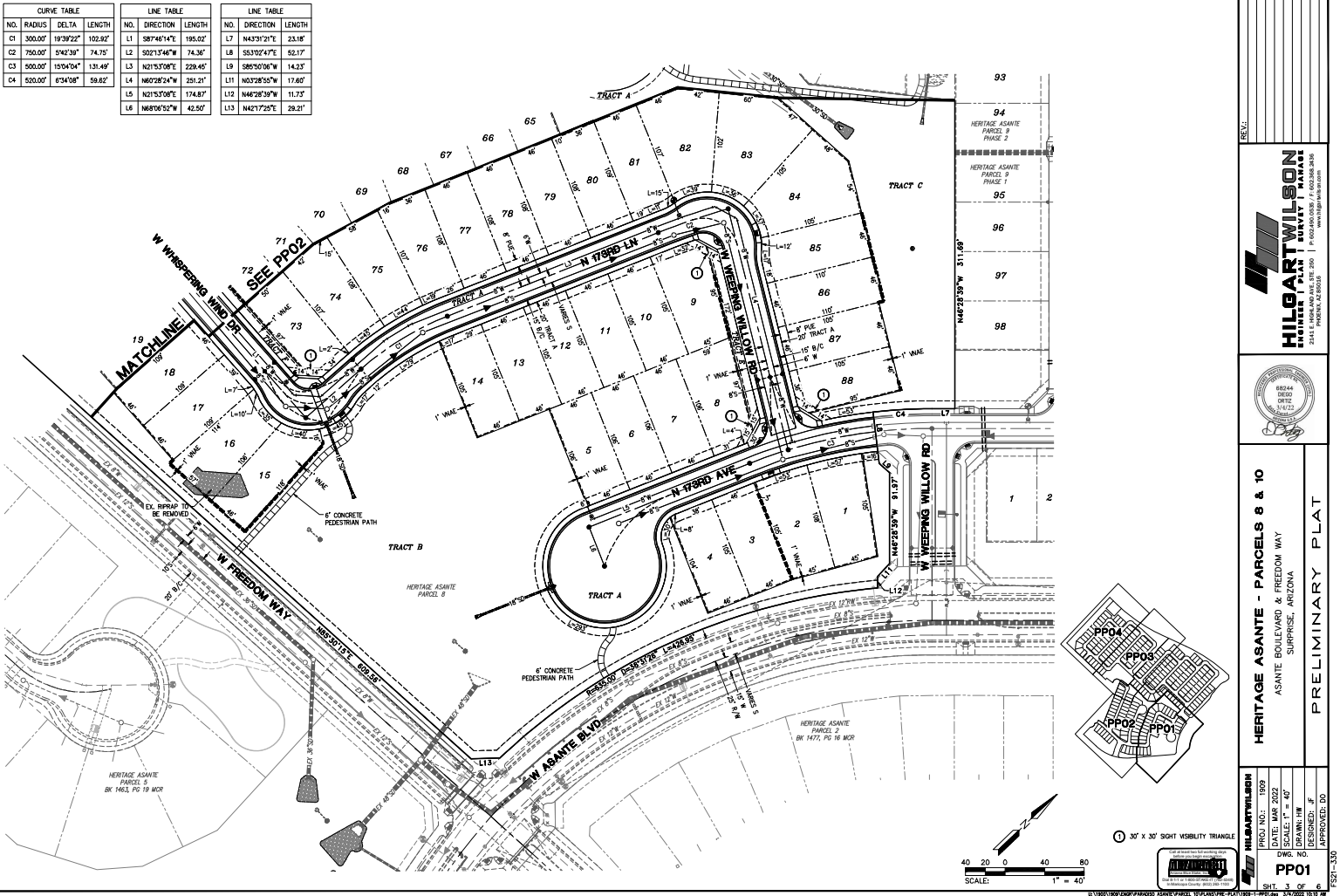
TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	3.6155	PRIVATE ACCESSORY, WATER & SEWER EASEMENT
TRACT B	1.3516	COMMON AREA, DRAINAGE, ACTIVE & PASSIVE.
TRACT C	2.9431	COMMON AREA, ORANGE, WATER EASEMENT, PRIVATE ACCESSORY, ACTIVE & PASSIVE.
TRACT D	0.0367	COMMON AREA, PASSIVE.
TRACT E	0.0367	COMMON AREA, PASSIVE.
TRACT F	0.0404	COMMON AREA, PASSIVE.
TRACT G	0.0367	COMMON AREA, PASSIVE.
TRACT H	0.0195	COMMON AREA, PASSIVE.
TRACT I	0.0195	COMMON AREA, PASSIVE.
TRACT J	0.0367	COMMON AREA, PASSIVE.
TRACT K	0.0367	COMMON AREA, PASSIVE.
TRACT L	0.4827	FUTURE WELL SITE.

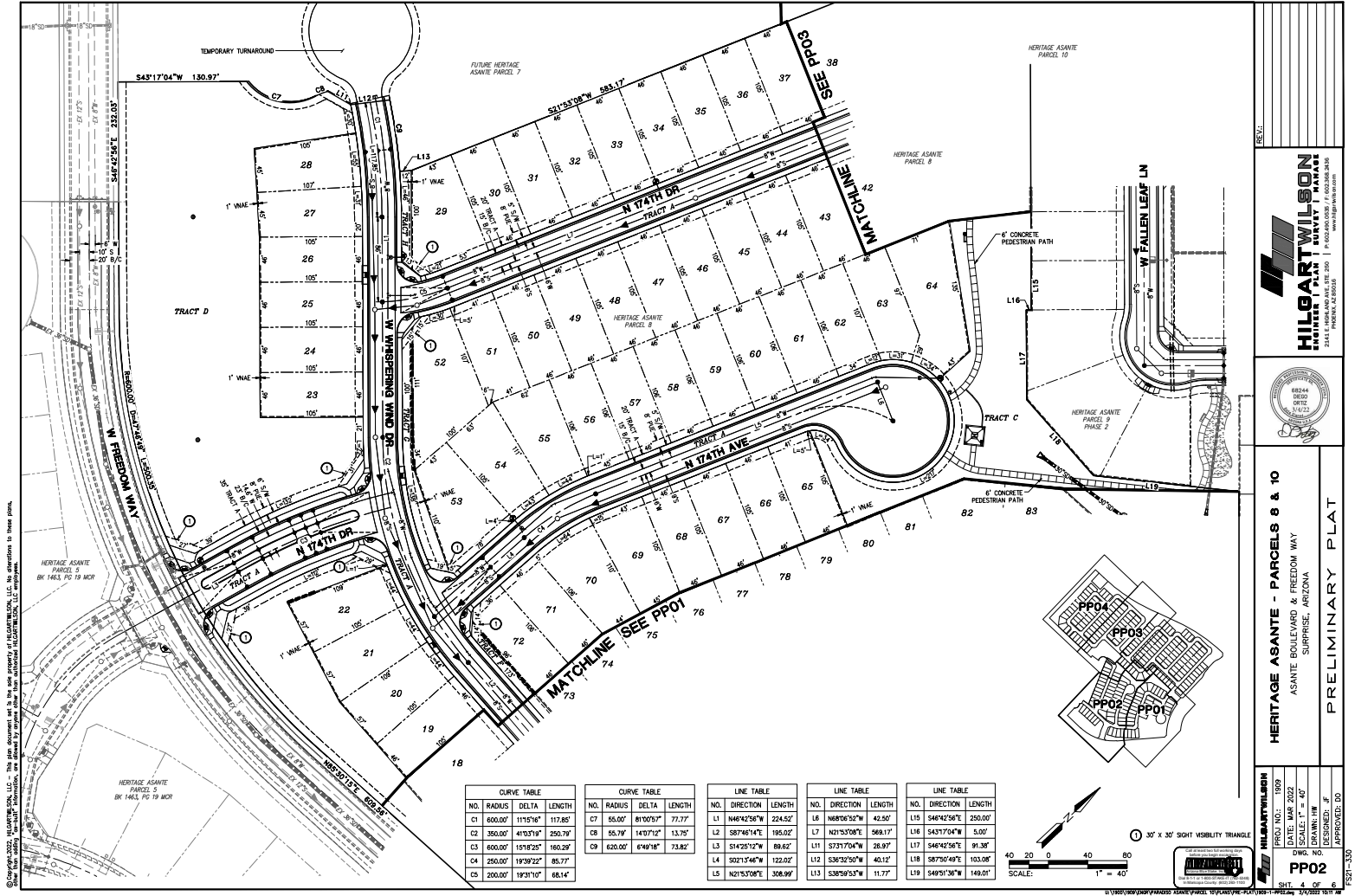
*COMMON AREA MAY INCLUDE OPEN SPACE, LANDSCAPE, PEDESTRIAN PATHS AND/OR AMENITIES



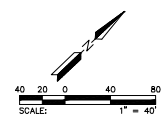
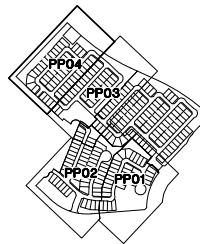
 HILB & SMITH ENGINEERS, ARCHITECTS 10000 N. 10th Ave., Suite 100 Phoenix, AZ 85020 Tel: 602.998.8888 Fax: 602.998.8889 Email: info@hils.com	HERITAGE ASANTE - PARCELS 8 & 10 ASANTE BOULEVARD & FREEDOM WAY SURPRISE, ARIZONA		 HILB & SMITH ENGINEER / PLANNING / SURVEY / MANAGE 2341 W. Camelback Rd., Suite 200 Phoenix, AZ 85016 Tel: 602.998.8888 Fax: 602.998.8889 Email: info@hils.com	REV:
	PROJ. NO.: 1909 DATE: APR 2022 SCALE: N.T.S. DRAWN: JH DESIGNED: JH DWG. NO.			CV02 NOTES & DETAILS

CURVE TABLE				LINE TABLE			LINE TABLE		
NO.	RADIUS	DELTA	LENGTH	NO.	DIRECTION	LENGTH	NO.	DIRECTION	LENGTH
C1	300.00'	19°32'22"	102.92'	L1	S87°46'14"E	195.02'	L7	N43°31'21"E	23.18'
C2	750.00'	5°42'39"	74.75'	L2	S02°15'48"W	74.36'	L8	S53°02'47"E	52.17'
C3	500.00'	13°04'04"	131.49'	L3	N21°15'08"E	229.45'	L9	S89°50'06"W	14.23'
C4	520.00'	6°34'08"	59.62'	L4	N07°28'24"W	251.21'	L11	N03°28'55"W	17.60'
				L5	N21°15'08"E	174.87'	L12	N46°28'59"W	11.73'
				L6	N48°06'52"W	42.50'	L13	N42°17'25"E	29.21'





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① 30' X 30' SIGHT VISIBILITY TRIANGLE



PRELIMINARY PLAT

 HILSART WILSON	PROJ NO.:	1909
	DATE:	MAR 2022
	SCALE:	1" = 40'
	DRAWN:	HW
	DESIGNED:	JF
APPROVED:		DO



TREE PLANTING LEGEND		
SYMBOL	BOTANICAL/ COMMON NAME	SIZE
	<i>Cercidium</i> 'Desert Museum' PALO VERDE	36" BOX STANDARD
	<i>Pinus edlarica</i> MONDEL PINE	24" BOX STANDARD LOW BRANCH
	<i>Pistacia c.</i> 'Red Push' RED PUSH PISTACHE	24" BOX STANDARD
	<i>Prosopis g.</i> 'Maverick' HONEY MESQUITE	24" BOX STANDARD LOW BRANCH
	<i>Quercus virginiana</i> 'Heritage' HERITAGE LIVE OAK	24" BOX STANDARD
	<i>Ulmus parvifolia</i> 'Drake' DRAKE ELM	24" BOX STANDARD

SHRUB PLANTING LEGEND			
SYMBOL	BOTANICAL/COMMON NAME	SIZE	MINIMUM SPACING
	AGAVE A 'MEDIOPICTA ALBA' CENTURY PLANT	5 GAL.	5'-0" O.C.
	BOUGAINVILLEA 'TORCH GLOW' TORCH GLOW BOUGAINVILLEA	5 GAL.	5'-0" O.C.
	BOUTELOUA G. BLONDE AMBITION ¹ GRAMA GRASS	1 GAL.	3'-0" O.C.
	CAESALPINIA PULCHERRIMA MEXICAN BIRD OF PARADISE	5 GAL.	8'-0" O.C.
	EREMOPHILA 'VALENTINE' VALENTINE EMU BUSH	5 GAL.	5'-0" O.C.
	HESPERALOE PARVIFLORA RED YUCCA	5 GAL.	3'-0" O.C.
	LEUCOPHYLLUM LANGIAMANAE 'RIO BRAVO' RIO BRAVO SAGE	5 GAL.	5'-0" O.C.
	MUHLENBERGIA C. REGAL MIST ¹ BULL GRASS	1 GAL.	3'-0" O.C.
	MYRTUS COMMUNIS MYRTLE	5 GAL.	5'-0" O.C.
	OLEA EUROPAEA 'MONTRA' LITTLE OLLIE DWF OLIVE	5 GAL.	5'-0" O.C.
	PENNISETUM 'HAMELN' DWARF FOUNTAIN GRASS	1 GAL.	3'-0" O.C.
	RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL.	5'-0" O.C.
	TEUCRIUM CHAMAEDRYS WALL GERMANDER	1 GAL.	24" O.C.

	TURF MIDIRON SOD
	DECOMPOSED GRANITE - 'DESERT VERDE' ² SCREENED (BROWN TO MATCH ADJACENT SUBDIVISIONS)

SVT = SIGHT VISIBILITY TRIANGLE

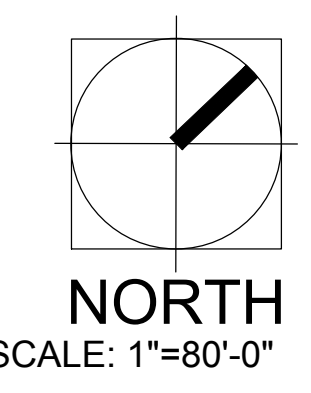
IRRIGATION WATER SOURCE: HERITAGE ASANTE MASTER IRRIGATION SYSTEM (RECLAIMED WATER)

TURF PEAK SEASON DEMAND (GDP) = 1,930 gdp
NON-TURF PEAK SEASON DEMAND (GDP) = 17,787 gdp
TOTAL ANNUAL DEMAND = 12.20 AC-FT OR 3,975,382 gallons

TOTAL PROJECT AREA: 896,156 SQ FT (20.5 ACRES)
TOTAL PLANTING AREAS: 292,038 FT (32% OF PROJECT AREA)
TOTAL NON-TURF PLANTING AREA: 275,278 SQ FT
TOTAL TURF AREA : 3,760SQ FT (1.3% OF PLANTING AREAS)

 ACTIVE OPEN SPACE: 22% (1.38 ACRES)

 PASSIVE OPEN SPACE: 78% (4.96 ACRES)



HERITAGE ASANTE - PARCEL 8 Preliminary Landscape Plan

Lennar Homes | Surprise, AZ | March 17, 2022

SURPRISE CASE #FS21-330



TREE PLANTING LEGEND		
SYMBOL	BOTANICAL/ COMMON NAME	SIZE
	<i>Cercidium 'Desert Museum'</i> PALO VERDE	36" BOX STANDARD
	<i>Pinus eldarica</i> MONDEL PINE	24" BOX STANDARD LOW BRANCH
	<i>Pistacia c. 'Red Push'</i> RED PUSH PISTACHE	24" BOX STANDARD
	<i>Prosopis g. 'Maverick'</i> HONEY MESQUITE	24" BOX STANDARD LOW BRANCH
	<i>Quercus virginiana 'Heritage'</i> HERITAGE LIVE OAK	24" BOX STANDARD
	<i>Ulmus parvifolia 'Drake'</i> DRAKE ELM	24" BOX STANDARD

SHRUB PLANTING LEGEND			
SYMBOL	BOTANICAL/COMMON NAME	SIZE	MINIMUM SPACING
	AGAVE A 'MEDIOPICTA ALBA' CENTURY PLANT	5 GAL.	5'-0" O.C.
	BOUGAINVILLEA 'TORCH GLOW' TORCH GLOW BOUGAINVILLEA	5 GAL.	5'-0" O.C.
	BOUTELOUA G. BLONDE AMBITION ¹ GRAMA GRASS	1 GAL.	3'-0" O.C.
	CAESALPINIA PULCHERRIMA MEXICAN BIRD OF PARADISE	5 GAL.	8'-0" O.C.
	EREMOPHILA 'VALENTINE' VALENTINE EMU BUSH	5 GAL.	5'-0" O.C.
	HESPERALOE PARVIFLORA RED YUCCA	5 GAL.	3'-0" O.C.
	LEUCOPHYLLUM LANGIAMANIAE 'RIO BRAVO' RIO BRAVO SAGE	5 GAL.	5'-0" O.C.
	MUHLENBERGIA C. REGAL MIST ¹ BULL GRASS	1 GAL.	3'-0" O.C.
	MYRTUS COMMUNIS MYRTLE	5 GAL.	5'-0" O.C.
	OLEA EUROPAEA 'MONTRA' LITTLE OLLIE DWF OLIVE	5 GAL.	5'-0" O.C.
	PENNISETUM 'HAELN' DWARF FOUNTAIN GRASS	1 GAL.	3'-0" O.C.
	RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL.	5'-0" O.C.
	TEUCRIUM CHAMAEDRYS WALL GERMANDER	1 GAL.	24" O.C.
	TURF MIDIRON SOD		
	DECOMPOSED GRANITE - 'DESERT VERDE' 3/4" SCREENED (BROWN TO MATCH ADJACENT SUBDIVISIONS)		
SVT = SIGHT VISIBILITY TRIANGLE			

IRRIGATION WATER SOURCE: HERITAGE ASANTE MASTER IRRIGATION SYSTEM (RECLAIMED WATER)

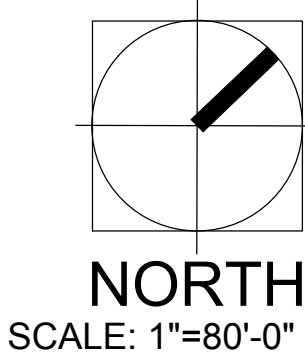
TURF PEAK SEASON DEMAND (GDP) = 1,930 gdp
NON-TURF PEAK SEASON DEMAND (GDP) = 17,787 gdp
TOTAL ANNUAL DEMAND = 12.20 AC-FT OR 3,975,382 gallons

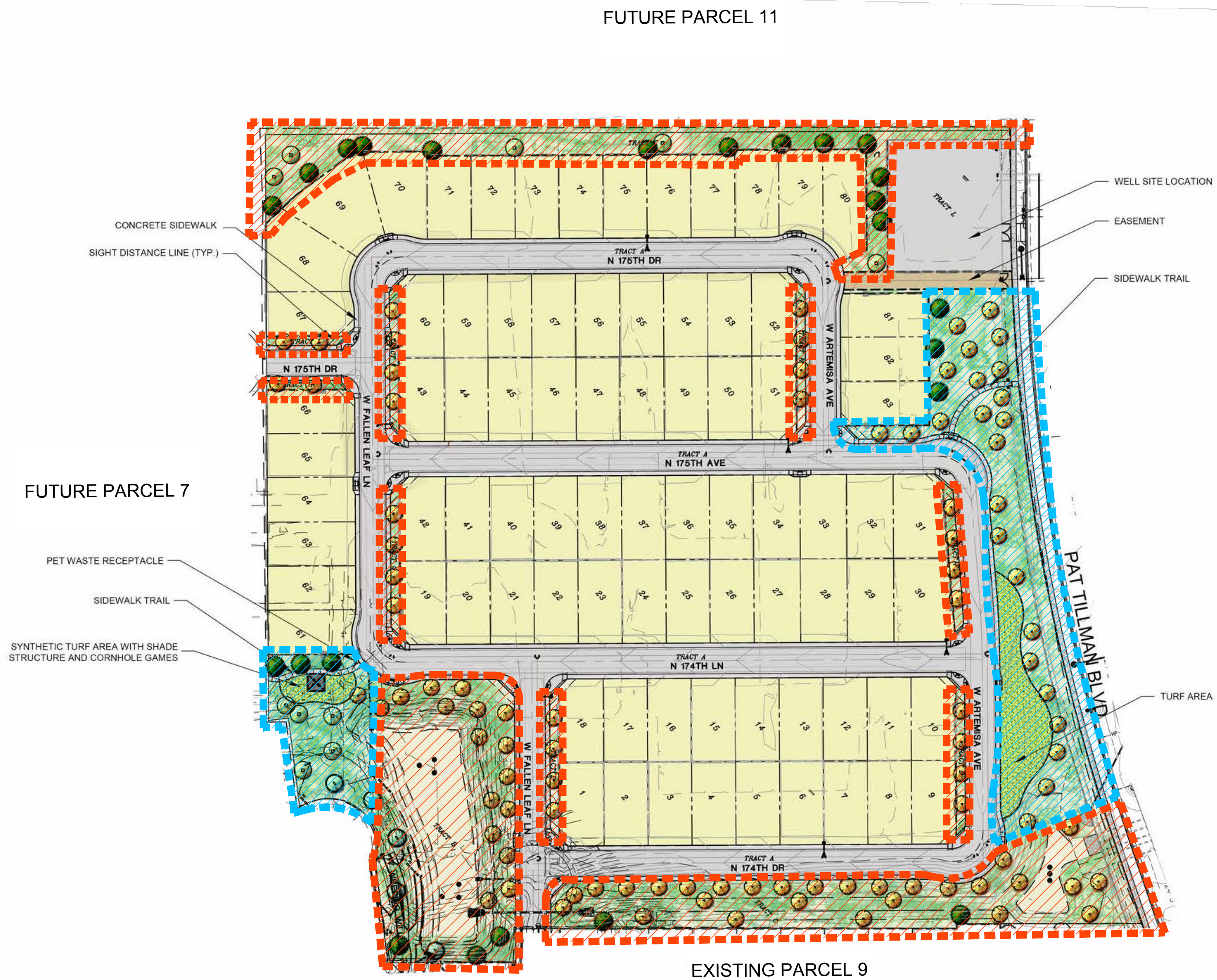
TOTAL PROJECT AREA: 896,156 SQ FT (20.5 ACRES)
TOTAL PLANTING AREAS: 292,038 FT (32% OF PROJECT AREA)
TOTAL NON-TURF PLANTING AREA: 275,278 SQ FT
TOTAL TURF AREA : 3,760SQ FT (1.3% OF PLANTING AREAS)

HERITAGE ASANTE - PARCEL 8 Preliminary Landscape Plan

Lennar Homes | Surprise, AZ | March 17, 2022

SURPRISE CASE #FS21-330





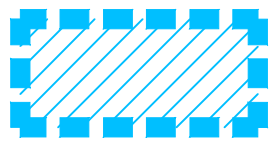
TREE PLANTING LEGEND		
SYMBOL	BOTANICAL/COMMON NAME	SIZE
	<i>Fraxinus v. 'Rio Grande'</i> ARIZONA ASH	24" BOX STANDARD
	<i>Pinus eldarica</i> MONDEL PINE	24" BOX STANDARD LOW BRANCH
	<i>Prosopis g. 'Maverick'</i> HONEY MESQUITE	24" BOX STANDARD LOW BRANCH
	<i>Quercus virginiana 'Heritage'</i> HERITAGE LIVE OAK	24" BOX STANDARD

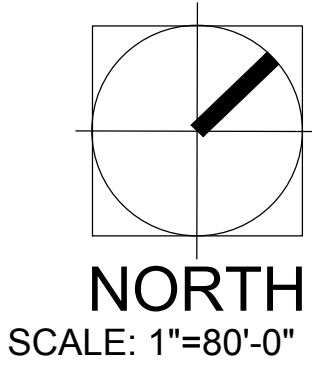
SHRUB PLANTING LEGEND			
SYMBOL	BOTANICAL/COMMON NAME	SIZE	MINIMUM SPACING
	AGAVE A 'MEDIOPICTA ALBA' CENTURY PLANT	5 GAL.	5'-0" O.C.
	BOUGAINVILLEA 'TORCH GLOW' TORCH GLOW BOUGAINVILLEA	5 GAL.	5'-0" O.C.
	BOUTELOUA G. BLONDE AMBITION ¹ GRAMA GRASS	1 GAL.	3'-0" O.C.
	CAESALPINIA PULCHERRIMA MEXICAN BIRD OF PARADISE	5 GAL.	8'-0" O.C.
	EREMOPHILA 'VALENTINE' VALENTINE EMU BUSH	5 GAL.	5'-0" O.C.
	HESPERALOE PARVIFLORA RED YUCCA	5 GAL.	3'-0" O.C.
	LEUCOPHYLLUM LANGIAMANAE 'RIO BRAVO' RIO BRAVO SAGE	5 GAL.	5'-0" O.C.
	MUHLENBERGIA E. 'EL TORO' BULL GRASS	1 GAL.	3'-0" O.C.
	MYRTUS COMMUNIS MYRTLE	5 GAL.	5'-0" O.C.
	OLEA EUROPAEA 'MONTRA' LITTLE OLLIE DWF OLIVE	5 GAL.	5'-0" O.C.
	PENNISETUM 'HADELN' DWARF FOUNTAIN GRASS	1 GAL.	3'-0" O.C.
	RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL.	5'-0" O.C.
	TEUCRIUM CHAMAEDRYS WALL GERMANDER	1 GAL.	24" O.C.
	TURF MIDIRON SOD		
	DECOMPOSED GRANITE - 'DESERT VERDE' ^{3/4} SCREENED (BROWN TO MATCH ADJACENT SUBDIVISIONS)		
SVT = SIGHT VISIBILITY TRIANGLE			

IRRIGATION WATER SOURCE: HERITAGE ASANTE MASTER IRRIGATION SYSTEM (RECLAIMED WATER)

TURF PEAK SEASON DEMAND (GDP) = 2,252 gdp
NON-TURF PEAK SEASON DEMAND (GDP) = 11,623 gdp
TOTAL ANNUAL DEMAND = 8.58 AC-FT OR 2,795,802 gallons

TOTAL PROJECT AREA: 773,400 SQ FT (17.7 ACRES)
TOTAL PLANTING AREAS: 192,276 SQ FT (24.8% OF PROJECT AREA)
TOTAL NON-TURF PLANTING AREA: 182,510 SQ FT
TOTAL TURF AREA : 9,757 SQ FT (5% OF PLANTING AREAS)

 ACTIVE OPEN SPACE: 32% (1.45 ACRES)
 PASSIVE OPEN SPACE: 68% (3.1 ACRES)



HERITAGE ASANTE - PARCEL 10 Preliminary Landscape Plan

Lennar Homes | Surprise, AZ | March 18, 2022

SURPRISE CASE #FS21-330





TREE PLANTING LEGEND			
SYMBOL	BOTANICAL/ COMMON NAME	SIZE	
	<i>Fraxinus v. 'Rio Grande'</i> ARIZONA ASH	24" BOX	STANDARD
	<i>Pinus eldarica</i> MONDEL PINE	24" BOX	STANDARD LOW BRANCH
	<i>Prosopis g. 'Maverick'</i> HONEY MESQUITE	24" BOX	STANDARD LOW BRANCH
	<i>Quercus virginiana 'Heritage'</i> HERITAGE LIVE OAK	24" BOX	STANDARD

SHRUB PLANTING LEGEND			
SYMBOL	BOTANICAL/COMMON NAME	SIZE	MINIMUM SPACING
	AGAVE A 'MEDIOPICTA ALBA' CENTURY PLANT	5 GAL.	5'-0" O.C.
	BOUGAINVILLEA 'TORCH GLOW' TORCH GLOW BOUGAINVILLEA	5 GAL.	5'-0" O.C.
	BOUTELOUA G. BLONDE AMBITION ¹ GRAMA GRASS	1 GAL.	3'-0" O.C.
	CAESALPINIA PULCHERRIMA MEXICAN BIRD OF PARADISE	5 GAL.	8'-0" O.C.
	EREMOPHILA 'VALENTINE' VALENTINE EMU BUSH	5 GAL.	5'-0" O.C.
	HESPERALOE PARVIFLORA RED YUCCA	5 GAL.	3'-0" O.C.
	LEUCOPHYLLUM LANGIAMANIAE 'RIO BRAVO' RIO BRAVO SAGE	5 GAL.	5'-0" O.C.
	MUHLENBERGIA E. 'EL TORO' BULL GRASS	1 GAL.	3'-0" O.C.
	MYRTUS COMMUNIS MYRTLE	5 GAL.	5'-0" O.C.
	OLEA EUROPAEA 'MONTRA' LITTLE OLLIE DWF OLIVE	5 GAL.	5'-0" O.C.
	PENNISETUM 'HADELN' DWARF FOUNTAIN GRASS	1 GAL.	3'-0" O.C.
	RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL.	5'-0" O.C.
	TEUCRIUM CHAMAEDRYS WALL GERMANDER	1 GAL.	24" O.C.

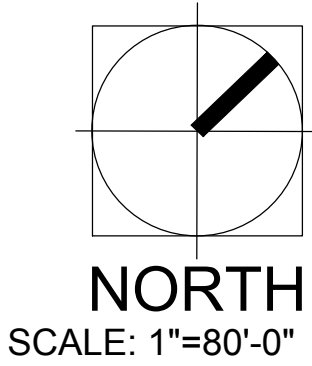
	TURF MIDIRON SOD
	DECOMPOSED GRANITE - 'DESERT VERDE' 3/4 SCREENED (BROWN TO MATCH ADJACENT SUBDIVISIONS)

SVT = SIGHT VISIBILITY TRIANGLE

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TOTAL PLANTING AREAS: 192,276 SQ FT (24.8% OF PROJECT AREA)
TOTAL NON-TURF PLANTING AREA: 182,510 SQ FT
TOTAL TURF AREA : 9,757 SQ FT (5% OF PLANTING AREAS)



HERITAGE ASANTE - PARCEL 10 Preliminary Landscape Plan

Lennar Homes | Surprise, AZ | March 17, 2022

SURPRISE CASE #FS21-330





WALL LEGEND

- PROJECT THEME WALL
- THEME WALL PANEL
- THEME PILASTER
- 5' VIEW FENCE
- RETAINING WALL (BY CIVIL)
- CONCRETE MOWCURB

NOTE:
NO WALLS TO BE GREATER THAN 8'
INCLUDING THE HEIGHT OF THE RETAINING
WALLS.

NOTE:
SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND COLLECTORS WILL
ADHERE TO SURPRISE DETAIL 4-01. SIGHT VISIBILITY WITHIN THE
UNOBSTRUCTED VIEW EASEMENT AREA AND IN FRONT OF STOP SIGNS
MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND
4-02

RETAINING WALL, SCREEN OR BUILDER WALL MATRIX PA 8

Lot	Location	Side	Exposed Wall Height
2	South	Interior of lot	6.00
3	North	Interior of lot	7.50
9	North	Interior of lot	7.50
9	South	Exterior at Tract	6.00
15	South	Interior of lot	6.00
15	North	Exterior at Tract	7.50
16	South	Interior of lot	6.00
16	North	Exterior at Tract	7.50
22	West	Interior of lot	7.50
22	East	Exterior at Tract	6.00
40	North	Interior of lot	7.50
40	South	Exterior at Tract	6.00
52	South	Interior of lot	6.00
52	North	Exterior at Tract	7.50
72	South	Interior of lot	6.00
72	North	Exterior at Tract	7.00
85	North	Interior of lot	6.00
85	South	Exterior at Tract	7.00
86	North	Interior of lot	6.00
86	South	Exterior at Tract	7.00
88	North	Interior of lot	6.00
88	South	Exterior at Tract	7.00

HERITAGE ASANTE - PARCEL 8 Preliminary Wall Plan

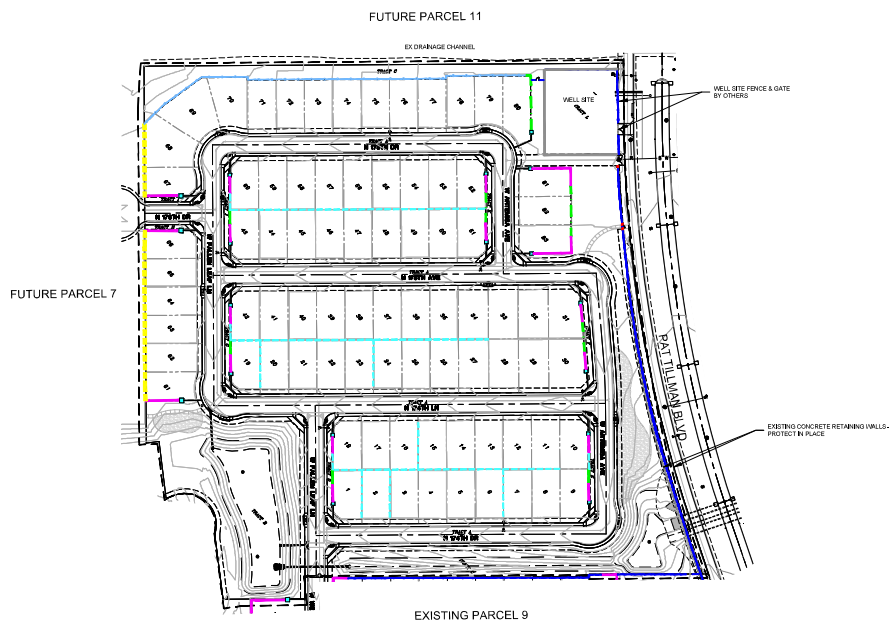
Lennar Homes | Surprise, AZ | November 17, 2021



SURPRISE CASE #FS21-330

RETAINING WALL, SCREEN OR BUILDER WALL MATRIX
PA 10

Lot	Location	Side	Exposed Wall Height
1	Northwest	Interior of lot	8.00
1	Northeast	Interior of lot	7.50
2	Southwest	Interior of lot	6.50
2	Northwest	Interior of lot	8.00
2	Northeast	Interior of lot	7.50
3	Southwest	Interior of lot	6.50
3	Northwest	Interior of lot	8.00
4	Northwest	Interior of lot	8.00
5	Northwest	Interior of lot	8.00
6	Northwest	Interior of lot	8.00
6	Northeast	Interior of lot	7.50
7	Southwest	Interior of lot	6.50
10	Northeast	Interior of lot	6.00
10	Southwest	Exterior at Tract	7.50
13	Southeast	Interior of lot	6.00
14	Southeast	Interior of lot	6.00
15	Southeast	Interior of lot	6.00
15	Southwest	Interior of lot	6.50
16	Northeast	Interior of lot	7.50
16	Southeast	Interior of lot	6.00
17	Southeast	Interior of lot	6.00
18	Southeast	Interior of lot	6.00
18	Southwest	Interior of lot	6.00
18	Northeast	Exterior at Tract	8.00
20	Northwest	Interior of lot	8.00
21	Northwest	Interior of lot	8.00
22	Northwest	Interior of lot	8.00
23	Northwest	Interior of lot	8.00
23	Northeast	Interior of lot	7.50
24	Southwest	Interior of lot	6.50
27	Northwest	Interior of lot	8.00
34	Southeast	Interior of lot	6.00
38	Southeast	Interior of lot	6.00
39	Southeast	Interior of lot	6.00
40	Southeast	Interior of lot	6.00
41	Southeast	Interior of lot	6.00
42	Southwest	Interior of lot	6.00
42	Northeast	Exterior at Tract	7.50
43	Southwest	Interior of lot	6.00
43	Northeast	Exterior at Tract	7.00
60	Southwest	Interior of lot	6.00
60	Northeast	Interior of lot	8.00



WALL LEGEND

- PROJECT THEME WALL
- THEME WALL PANEL
- THEME PILASTER
- 6' VIEW FENCE
- 5' VIEW FENCE
- BUILDER WALL
- HERITAGE PROJECT COLUMN
- TUBULAR STEEL MAINTENANCE ACCESS GATE
- TUBULAR STEEL PEDESTRIAN GATE
- RETAINING WALL (BY CIVIL)
- CONCRETE MOWCURB

NOTE:
NO WALLS TO BE GREATER THAN 8'
INCLUDING THE HEIGHT OF THE RETAINING
WALLS.

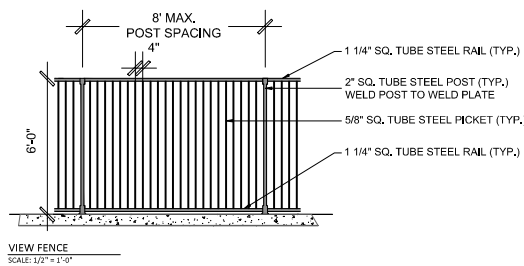
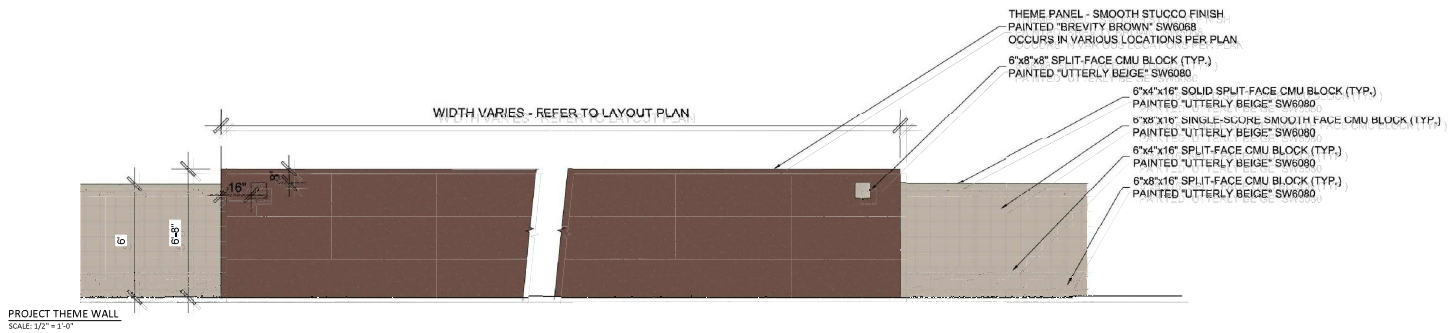
NOTE:
SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND
COLLECTORS WILL ADHERE TO SURPRISE DETAIL 4-01.
SIGHT VISIBILITY WITHIN THE UNOBSTRUCTED VIEW
EASEMENT AREA AND IN FRONT OF STOP SIGNS MUST
MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS
4-01 AND 4-02

HERITAGE ASANTE - PARCEL 10 Preliminary Wall Plan

Lennar Homes | Surprise, AZ | November 17, 2021

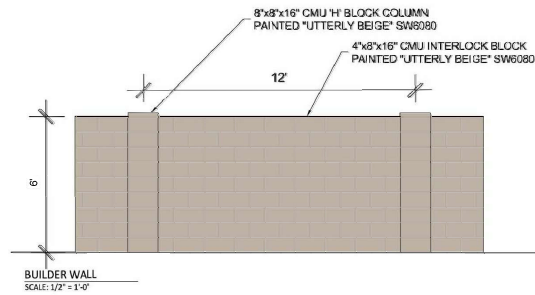
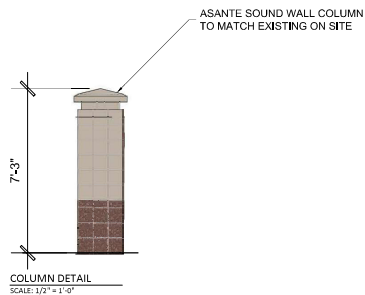
SURPRISE CASE #FS21-330





NOTE:
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INCLUDING THE HEIGHT OF THE RETAINING
WALLS.

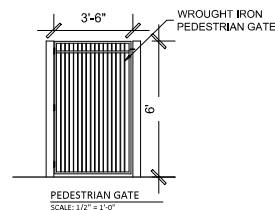
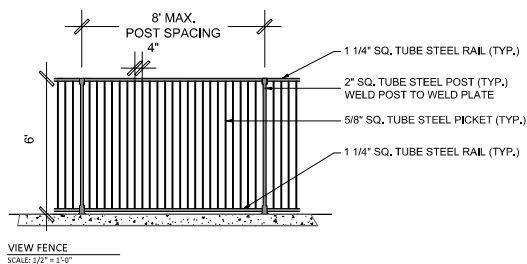
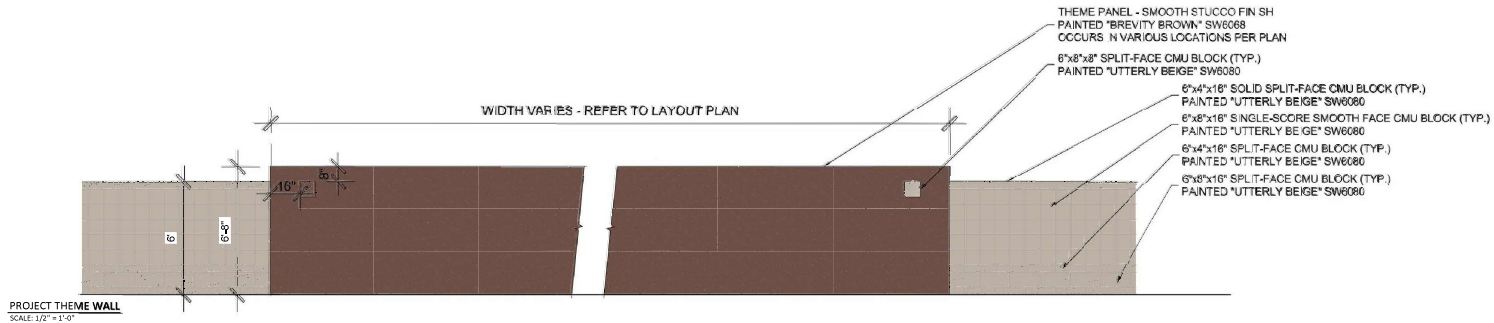
NOTE:
SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND COLLECTORS WILL
ADHERE TO SURPRISE DETAIL 401, SIGHT VISIBILITY WITHIN THE
UNOBSTRUCTED VIEW EASEMENT AREA AND IN FRONT OF STOP SIGNS
MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 401 AND
402



HERITAGE ASANTE - Parcel 8 Preliminary Wall Details

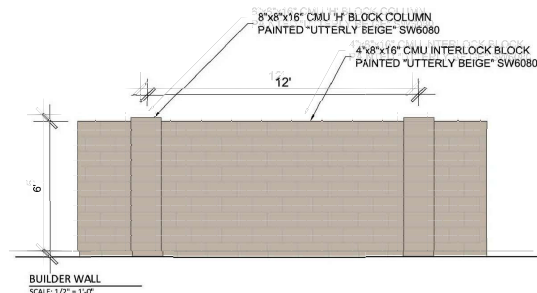
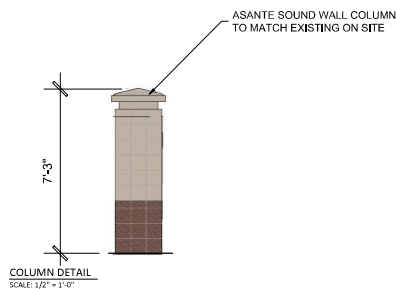
Lennar Homes | Surprise, AZ | November 17, 2021

SURPRISE CASE #FS21-330



NOTE:
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INCLUDING THE HEIGHT OF THE RETAINING
WALLS.

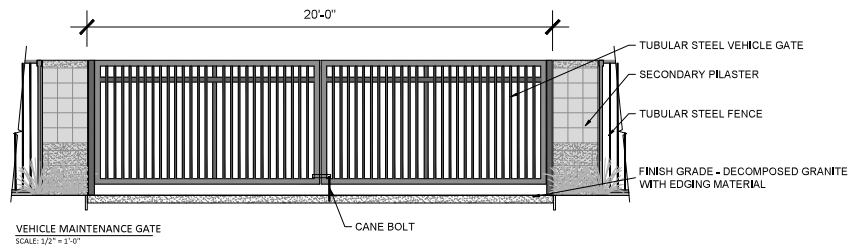
NOTE:
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UNOBSTRUCTED VIEW/EASEMENT AREA AND IN FRONT OF STOP SIGNS
MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND
4-02



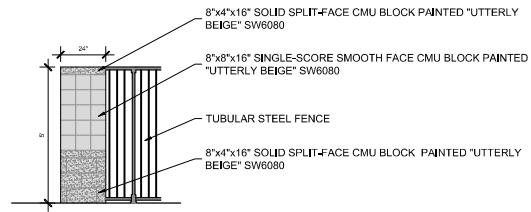
HERITAGE ASANTE - Parcel 10 Preliminary Wall Details

Lennar Homes | Surprise, AZ | November 17, 2021

SURPRISE CASE #FS21-330



* ALL STEEL FENCING TO BE CARDINAL INDUSTRIES COLOR "TEXTURED RUST" BR-47



NOTE:
NO WALLS TO BE GREATER THAN 8'
INCLUDING THE HEIGHT OF THE RETAINING
WALLS.

NOTE:
SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND COLLECTORS WILL
ADHERE TO SURPRISE DETAIL 4-01. SIGHT VISIBILITY WITHIN THE
UNOBSTRUCTED VIEW EASEMENT AREA AND IN FRONT OF STOP SIGNS
MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND
4-02



HERITAGE ASANTE - Parcel 10 Preliminary Wall Details (Continued)

Lennar Homes | Surprise, AZ | November 17, 2021

SURPRISE CASE #FS21-330



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

10 May 2021

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

Ms. Nichole Flores
Development Services Specialist
City of Surprise Planning Department
16000 N. Civic Center Plaza
Surprise AZ 85374

Re: FS21-330; Heritage Asante Parcels 8 and 10 (APN: 503-73-771B)

Dear Ms. Flores

Thank you for the opportunity to provide comments on the Preliminary Plat Application for Heritage Asante Parcels 8 and 10. The site is located on 38 acres of undeveloped land located at Asante Blvd and Freedom Way in Surprise, AZ and is part of the larger 2,105 acre, mixed use Asante North Master Planned Development. This request is to develop 173 single-family homes for an overall density of 4.55 du/ac. The site is located approximately 2.2 miles outside the Luke AFB Auxiliary Field #1 65 DNL, "high noise or accident potential zone" as defined by A.R.S. § 28-8461, and falls inside and outside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

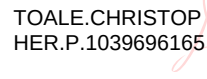
In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 DNL as follows: a maximum of 2 du/acre from the 65 DNL to 1/2 mile, a maximum of 4 du/acre from 1/2 to 1 mile, and a maximum of 6 du/acre from 1 to 3 miles. This project with a density of 4.55 du/ac falls within these guidelines.

This request, as stated in the application, will not negatively impact the flying operations at Luke AFB. Since the site is located within the "territory in the vicinity of a military airport," it will be subjected to noise from approximately 165 flights per day, we recommend you review the sound attenuation requirements found in A.R.S. §28-8482. We also encourage an aggressive notification program on the part of the applicant to inform potential residents about Luke AFB operations.

If there are any questions, please contact my Community Planner, Mr. Mark James at (623) 856-9981.

Sincerely

TOALE.CHRISTOP
HER.P.1039696165



Digitally signed by
TOALE.CHRISTOPHER.P.10396
96165
Date: 2021.05.10 22:37:48 -07'00'

CHRISTOPHER P. TOALE

cc:

Colonel Luke B. Casper, Vice Commander, 56th Fighter Wing

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



Heritage Asante Parcels 8 & 10 Preliminary Plat

City Council
June 7, 2022



VICINITY MAP

SITE

Parcel 10
18.05
Acres

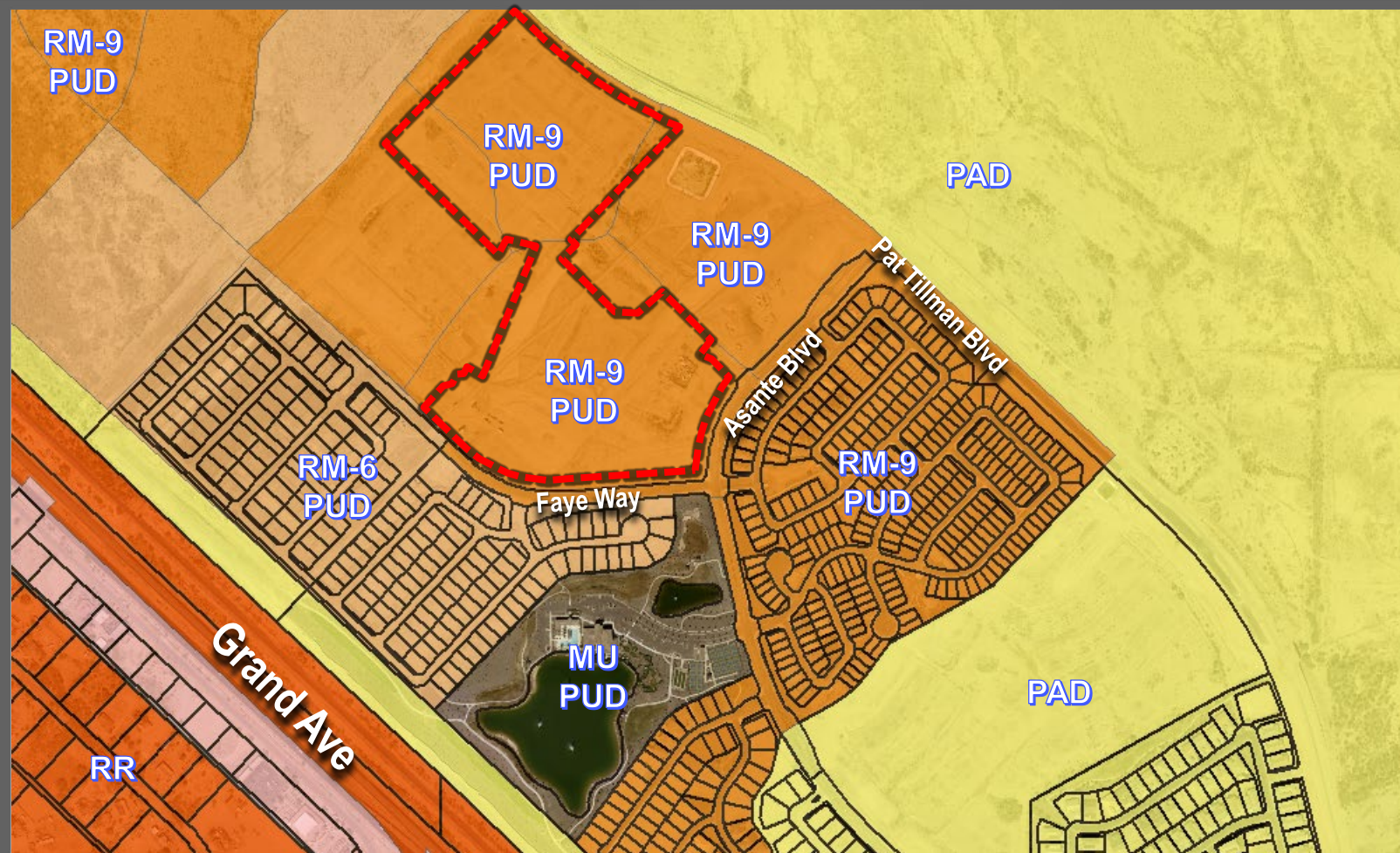
Parcel 8
20.56
Acres

Grand Ave

Faye Way

Asante Blvd
Pat Tillman Blvd

VICINITY MAP



ZONING

A PORTION OF THE NORTH HALF OF SECTION 11 AND THE SOUTH HALF OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA
COUNTY, ARIZONA

A PORTION OF THE NORTH HALF OF SECTION 11 AND THE SOUTH HALF OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA
COUNTY, ARIZONA

Provided Open Space: 30.84%
(6.34 Acres)

Provided Open Space: 25.25%
(4.56 Acres)



Min. Open Space: 10%
Total Open Space: 30.84%
(6.34 Acres)

Lennar Homes | **Surprise, AZ** | **March 17, 2022**



ACTIVE OPEN SPACE: 22% (1.38 ACRES)

PASSIVE OPEN SPACE: 78% (4.96 ACRES)

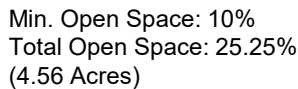


NORTH
SCALE: 1"=80'-0"



SURPRISE CASE #FS21-330

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Lennar Homes | **Surprise, AZ** | **March 18, 2022**



WALL LEGEND

- PROJECT THEME WALL
- THEME WALL PANEL
- THEME PILASTER
- 5' VIEW FENCE
- RETAINING WALL (BY CIVIL)
- CONCRETE MOWCURB

NOTE:
NO WALLS TO BE GREATER THAN 8'
INCLUDING THE HEIGHT OF THE RETAINING
WALLS.

NOTE:
SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND COLLECTORS WILL
ADHERE TO SURPRISE DETAIL 4-01. SIGHT VISIBILITY WITHIN THE
UNOBSTRUCTED VIEW EASEMENT AREA AND IN FRONT OF STOP SIGNS
MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND
4-02.

RETAINING WALL, SCREEN OR BUILDER WALL MATRIX PA 8

Lot	Location	Side	Exposed Wall Height
2	South	Interior of lot	6.00
3	North	Interior of lot	7.50
9	North	Interior of lot	7.50
9	South	Exterior at Tract	6.00
15	South	Interior of lot	6.00
15	North	Exterior at Tract	7.50
16	South	Interior of lot	6.00
16	North	Exterior at Tract	7.50
22	West	Interior of lot	7.50
22	East	Exterior at Tract	6.00
40	North	Interior of lot	7.50
40	South	Exterior at Tract	6.00
52	South	Interior of lot	6.00
52	North	Exterior at Tract	7.50
72	South	Interior of lot	6.00
72	North	Exterior at Tract	7.50
85	North	Interior of lot	6.00
85	South	Exterior at Tract	7.00
86	North	Interior of lot	6.00
86	South	Exterior at Tract	7.00
88	North	Interior of lot	6.00
88	South	Exterior at Tract	7.00

HERITAGE ASANTE - PARCEL 8 Preliminary Wall Plan

Lennar Homes | Surprise, AZ | November 17, 2021

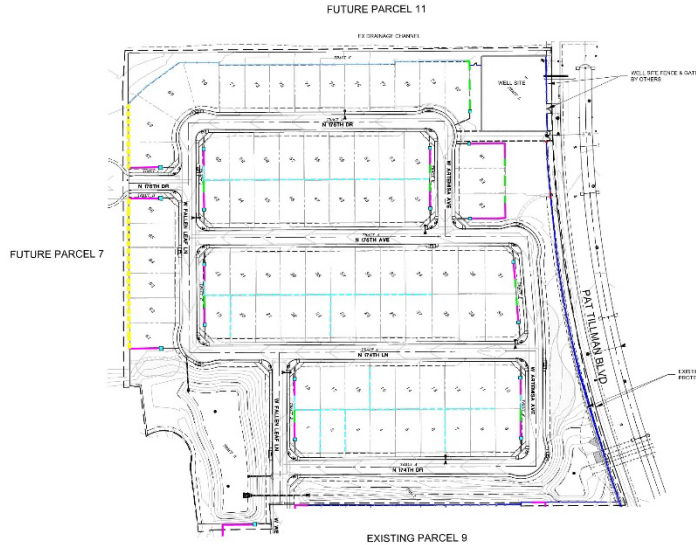
SURPRISE CASE #FS21-330



SMP
ENVIRONMENTAL DESIGN

RETAINING WALL, SCREEN OR BUILDER WALL MATRIX PA 10

Lot	Location	Side	Excavated Wall Height
1	Northwest	Interior of lot	8.00
1	Northwest	Interior of lot	7.50
2	Southwest	Interior of lot	6.50
2	Northwest	Interior of lot	8.00
2	Northwest	Interior of lot	7.50
3	Southwest	Interior of lot	6.50
3	Northwest	Interior of lot	8.00
4	Northwest	Interior of lot	8.00
5	Northwest	Interior of lot	8.00
6	Northwest	Interior of lot	8.00
6	Northwest	Interior of lot	7.50
7	Southwest	Interior of lot	6.50
10	Northwest	Interior of lot	6.00
10	Southwest	Exterior at Tract	7.50
14	Southwest	Interior of lot	6.00
14	Southwest	Interior of lot	6.00
15	Southwest	Interior of lot	6.50
15	Southwest	Interior of lot	6.50
16	Northwest	Interior of lot	7.50
16	Southwest	Interior of lot	6.00
17	Southwest	Interior of lot	6.00
18	Southwest	Interior of lot	6.00
18	Southwest	Interior of lot	6.00
18	Northwest	Exterior at Tract	8.00
20	Northwest	Interior of lot	8.00
21	Northwest	Interior of lot	8.00
22	Northwest	Interior of lot	8.00
23	Northwest	Interior of lot	8.00
23	Northwest	Interior of lot	7.50
24	Southwest	Interior of lot	6.50
27	Northwest	Interior of lot	8.00
34	Southwest	Interior of lot	6.00
38	Southwest	Interior of lot	6.00
39	Southwest	Interior of lot	6.00
40	Southwest	Interior of lot	6.00
41	Southwest	Interior of lot	6.00
42	Southwest	Interior of lot	6.00
42	Southwest	Exterior at Tract	7.50
48	Southwest	Interior of lot	6.00
48	Northwest	Exterior at Tract	7.00
60	Southwest	Interior of lot	6.00
60	Northwest	Interior of lot	8.00



WALL LEGEND

- PROJECT THEME WALL
- THEME WALL PANEL
- THEME PILASTER
- 6' VIEW FENCE
- 5' VIEW FENCE
- BUILDER WALL
- HERITAGE PROJECT COLUMN
- TUBULAR STEEL MAINTENANCE ACCESS GATE
- TUBULAR STEEL PEDESTRIAN GATE
- RETAINING WALL (BY CIVIL)
- CONCRETE MOWCURB

NOTE:
NO WALLS TO BE GREATER THAN 8'
INCLUDING THE HEIGHT OF THE RETAINING
WALLS.

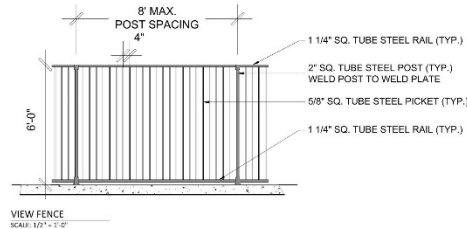
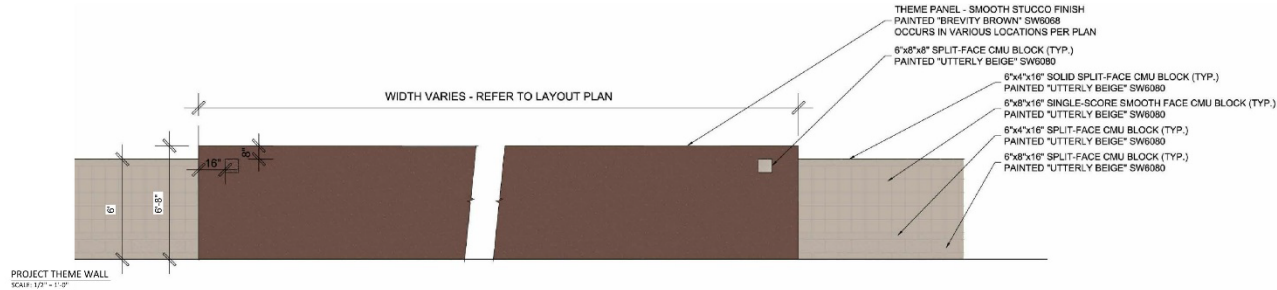
NOTE:
SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND
COLLECTORS WILL ADHERE TO SURPRISE DETAIL 4-01.
SIGHT VISIBILITY WITHIN THE UNOBSTRUCTED VIEW
EASEMENT AREA AND IN FRONT OF STOP SIGNS MUST
MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS
4-01 AND 4-02

HERITAGE ASANTE - PARCEL 10 Preliminary Wall Plan

Lennar Homes | Surprise, AZ | November 17, 2021

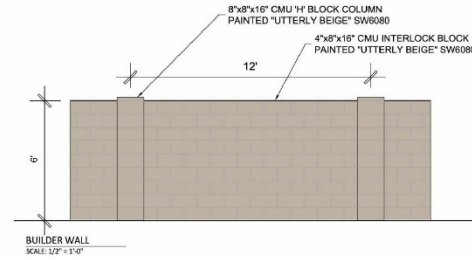
SURPRISE CASE #FS21-330





NOTE:
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MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND
4-02



HERITAGE ASANTE - Parcel 8 Preliminary Wall Details

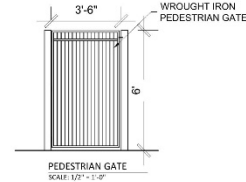
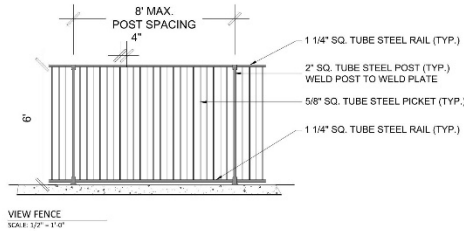
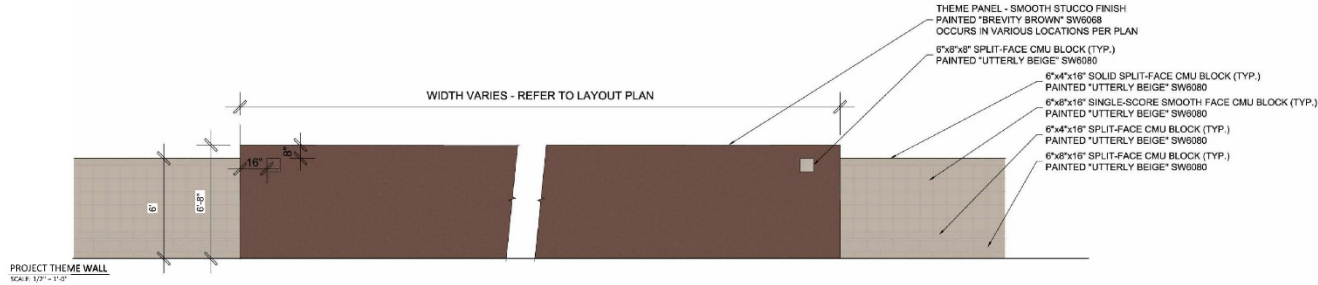
Lennar Homes | Surprise, AZ | November 17, 2021

SURPRISE CASE #FS21-330



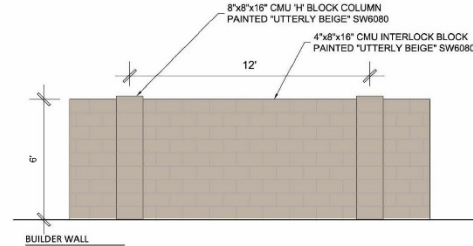
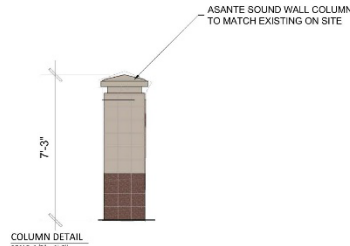
WALL PLAN

WALL PLAN



NOTE:
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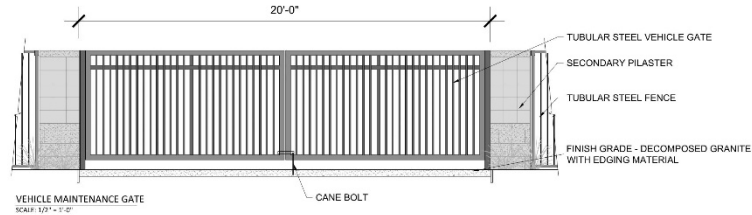
HERITAGE ASANTE - Parcel 10 Preliminary Wall Details

Lennar Homes | Surprise, AZ | November 17, 2021

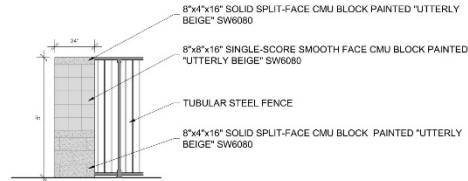
SURPRISE CASE #FS21-330



SMP
ENVIRONMENTAL DESIGN



* ALL STEEL FENCING TO BE CARDINAL INDUSTRIES COLOR "TEXTURED RUST" BR-47



SECONDARY PILASTER
SCALE: 1/2" = 1'-0"

NOTE:
NO WALLS TO BE GREATER THAN 8'
INCLUDING THE HEIGHT OF THE RETAINING
WALLS.

NOTE:
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4-02



SMP
ENVIRONMENTAL DESIGN

HERITAGE ASANTE - Parcel 10 Preliminary Wall Details (Continued)

Lennar Homes | Surprise, AZ | November 17, 2021

SURPRISE CASE #FS21-330



RECOMMENDATION

Commission recommended approval subject to stipulations 'a' – 'c'.



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 7, 2022

Contact Person: Jason Moquin, Planning Manager

Submitting Department: Community Development District: Citywide

Staff Recommendations:

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to the approval of written procedures to provide effective, early, and continuous public participation in the development and major amendment of the 2040 General Plan Update for all geographic and socioeconomic areas within the City of Surprise; Resolution #2022-52.

Motion:

I move to approve Resolution #2022-52.

Background:

The General Plan is a comprehensive guide to the city's future growth and development. Arizona State Law requires every city and county in Arizona to prepare a General Plan to address growth. The State Law also requires the General Plan to be updated every 10 years. The previous Surprise General Plan was adopted by City Council and ratified by a vote of the citizens in 2013. The proposed General Plan is projected to be completed by 2023 and go before a citizen vote in 2024.

Objective Analysis:

As required by Arizona Statute, 9-461.06 (C) (1), the proposed Communication Plan establishes a written procedure as to how the City of Surprise will maintain, facilitate, and promote public awareness and communication amongst citizens of Surprise that vary in geographic location and ethnic and economic backgrounds to ensure broad dissemination of the efforts underway and solicit comments and input to guide and craft the development of the 2040 General Plan.

Policy Compliant:

The efforts resulting from the 2040 General Plan Update ensure the City of Surprise maintains conformance with Arizona State Law, the City's adopted Land Development Ordinance, and the City's Zoning Map.

Financial Impact:

This item will result in the adoption of a written procedure and therefore have no financial impact that has not already been allocated with the adopted FY2022 budget and contracted services for the 2040 General Plan Update.

Budget Impact:

Partial funding for the General Plan Update is allocated in the FY2022 budget. An operating package for additional funding has been included in an FY2023 budget request.

FTE Impact:

There will be no impact on FTE.

ATTACHMENTS:

1. 00 - FS22-0648 General Plan Update Communication Plan - Staff Report 060722 CC
 2. 01 - FS22-0648 General Plan Update - Communication Plan
 3. 02 - 22.05.10 EVR Res 2022-52 General Plan 2040 draft
-

GENERAL PLAN AMENDMENT

REPORT TO THE CITY COUNCIL

Case: FS22-0648

Project Name: General Plan 2040 Communication Plan

Council District: Citywide

Meeting Date: June 7, 2022

Planner: Jason Moquin

Applicant: City of Surprise

Request: Approval of the Community Outreach & Participation Plan for the Surprise General Plan 2040 Update

PROJECT DESCRIPTION:

As part of the process to comprehensively update the Surprise General Plan, this Community Outreach and Participation Plan (COPP) was created to outline how the public will be engaged throughout the development of the updated plan. Various outreach goals, communication tools, and techniques are identified within the COPP to engage the general public, key stakeholders, staff, and Council in the planning process.

BACKGROUND:

The General Plan is a comprehensive guide to the city's future growth and development. Arizona State Law requires every city and county in Arizona to prepare a General Plan to address growth. The State Law also requires the General Plan to be updated every 10 years. The previous Surprise General Plan was adopted by City Council and ratified by a vote of the citizens in 2013, and amended in 2015. The proposed General Plan update is projected to be completed by 2023 and go before a citizen vote in 2024.

As part of this update effort, A.R.S. §9-461.06(C)(1) requires municipalities to adopt written procedures to provide effective, early, and continuous public participation in the development and major amendment of general plans from all geographic, ethnic, and economic areas of the municipality. The proposed Community Outreach and Participation Plan will ensure compliance with applicable State Law and provide for effective public participation throughout the planning process.

ANALYSIS AND DISCUSSION:

Michael Baker International, the consultant procured to spearhead the General Plan update effort, in collaboration with City staff, crafted this Community Outreach and Participation Plan (COPP). This COPP identifies the key audience and stakeholders, outlines the proposed engagement approaches and goals for these efforts, and details the techniques that will be used to conduct outreach.

The General Plan affects the entire community as a whole. As such, outreach efforts must target all facets that make up Surprise’s diverse community. The COPP has identified residents, community service organizations, neighborhood/homeowner associations, faith communities, school districts & education networks, healthcare groups, and youth organizations as crucial groups that the planning team will seek participation from. Stakeholders identified include the following:

- City Council, Board, and Commission Members
- Surprise Regional Chamber of Commerce
- Major employers and business leaders
- Landowners and community developers
- Luke Air Force Base
- Public utilities
- Arizona State Land Department
- Federal and State Agencies

These community members and stakeholders will be vital to the crafting of an effective General Plan update.

This outreach and participation plan includes a phasing of the overall General Plan update that is broken out into four key efforts: “Recognize”, “Enrich”, and “Achieve”, with the fourth effort “Engage” intertwined throughout the life of the project. Goals of the public participation include concerted efforts to collectively inform, consult, involve, collaborate, and empower community members and stakeholders.

Outreach techniques identified in the COPP to be utilized throughout the planning process include a General Plan Advisory Group (GPAG), Planning & Zoning Commission and City Council work sessions, an awareness campaign, community workshops, optional targeted workshops, digital engagement, and media releases.

SUMMARY:

The Community Outreach and Participation Plan details the ways in which the planning team will engage the Surprise community and key stakeholders throughout the General Plan Update process. The strategic techniques, goals, and efforts identified within this plan will help to ensure that the Surprise General Plan 2040 is effective in guiding the future development of this City in a way the community desires.

Attachments:

01 Community Outreach and Participation Plan
02 Resolution 2022-52
PPT



Community Outreach & Participation Plan

Surprise General Plan 2040 Update
June 7, 2022

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INTRODUCTION

The purpose of this Community Outreach and Participation Plan (COPP) is to outline how the public will be engaged during the development of the City of Surprise General Plan 2040 Update. To comply with A.R.S § 9.461.06, various outreach goals, communication tools, and techniques are identified to engage the general public, key stakeholders, staff, and council in the planning process. The International Association of Public Participation (IAP2) has developed the following pillars for effective public participation:

CORE VALUES FOR PUBLIC PARTICIPATION

1. Public participation is based on the belief that those who are affected by a decision have a right to be in the decision-making process.
2. Public participation includes the promise that the public's contribution will influence the decision.
3. Public participation promotes sustainable decisions by recognizing and communicating the needs and interests of all participants including decision makers.
4. Public participation seeks out and facilitates the involvement of those potentially affected by or interested in a decision.
5. Public participation seeks input from participants in designing how they participate.
6. Public participation provides participants with the information they need to participate in a meaningful way.
7. Public participation communicates to participants how their input affected the decision.

Understanding the socioeconomics of Surprise is vital for effective public engagement within this unique community. According to the 2020 American Community Survey 5-Year Estimates:

- 24.9% of residents are under age 18
- 22.6% of residents are age 25-44
- 23.1% of residents over age 65
- 12.9% of residents have a disability
- 83.0% are White alone and 20.2% are Hispanic or Latino by ethnicity
- 92.0% have a high school degree or higher and 29.2% have a bachelor's degree or higher
- The average household size is 2.76
- 2020 Median household income is \$71,192

Surprise's demographic profile describes a community of predominantly educated middle-aged families and seniors. Transportation and literacy will not be barriers for

many Surprise residents but families with children and long commute times may make it challenging for much of the community to effectively participate in traditional weekday outreach initiatives. Greater turnouts may occur on weekends depending on youth sports/extracurricular schedules due to the community's strong family orientation. The higher education levels may also lead to greater depths of information being desired from the community to achieve meaningful outreach. As a more tech savvy/connected community that

has limited time, families in Surprise may also support online and virtual engagement options. Conversely, the more elderly age cohorts may prefer printed and in person engagement over virtual methodologies. Further, with 12.9% of the population living with a disability, more intentional accommodation and outreach may be needed to engage this population, for example equitable access to project materials and public meeting spaces.

THE PUBLIC

This section identifies the key audience for the General Plan 2040 Update inclusive of the general public and stakeholders:

Community Members

Surprise's diverse community is defined not only by individual residents but also by larger groups within the community. The planning team of the General Plan will seek out the following:

- Residents
- Community Service Organizations
- Neighborhood/Homeowner Associations
- Faith Communities
- School Districts & Education Networks
- Healthcare Groups
- Youth Organizations

Stakeholders

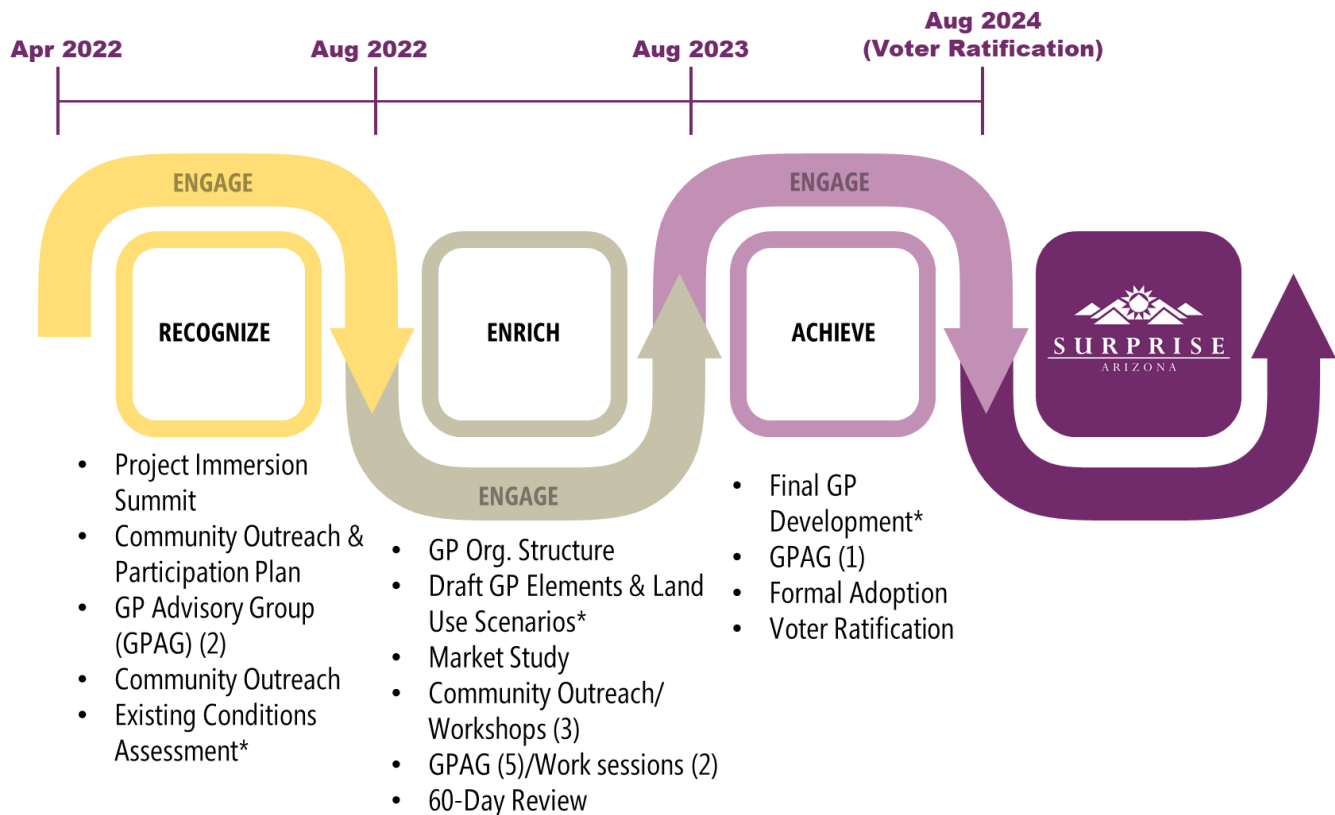
Stakeholders are identified as groups or individuals involved in the decision-making process within the community or those whose support is critical to the success of the General Plan implementation. These stakeholders are also associated with a field of expertise that will enhance the broad range of perspectives. Stakeholders identified include:

- City Council, Board, and Commission Members
- Surprise Regional Chamber of Commerce
- Major Employers and Business Leaders
- Landowners and Community Developers
- Luke Air Force Base (Auxiliary Airfield #1)
- Public Utilities
- Arizona State Land Department
- Federal and State Agencies

ENGAGEMENT APPROACHES & GOALS

Throughout this process, community and stakeholder involvement will be supplemented with an array of engagement techniques that are outlined in the next section. The ultimate intent of this approach is to gain input to inform the decisions of the planning team, City staff, as well as appointed and elected officials who all play a key role in the facilitation of this General Plan 2040 Update effort.

As mandated by State Statutes, once the final draft is completed, the General Plan undergoes a formal 60-day review period, before receiving a Planning & Zoning Commission recommendation, followed by City Council Adoption. With Council adoption, the General Plan is then sent to voters to be ratified. Currently, it is anticipated ratification of the General Plan will be conducted as part of the Primary Election held in August of 2024. The overall phasing of the project is broken out into four key efforts: “Recognize”, “Enrich”, and “Achieve”, with the fourth effort “Engage” intertwined throughout the life of the project as outlined below:



Using IAP2’s spectrum of participation detailed below, the “Engage” effort facilitated during each phase of the project process will seek to collectively inform, consult, involve, collaborate and empower community members as well as stakeholders.

Public Participation Goal	Inform	Consult	Involve	Collaborate	Empower
	To provide the public with balanced and objective information to assist them in understanding the problems alternatives and or solutions	To obtain public feedback on analysis alternatives and or decision	To work directly with the public throughout the process to ensure the public issues and concerns are consistently understood and considered	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution	To place final decision making in the hands of the public
Promise to the Public	We will keep you informed	We will keep you informed listen to and acknowledge concerns and provide feedback on how public input influence the decision	We will work with you to ensure that your concerns and issues are directly reflected in the alternatives developed and provide feedback on how public feedback influenced the decision	We will look to you for direct advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to maximum extent possible	We will implement the General Plan as ratified by the public

The following provides an overview of the Public Participation Goals relative to specific General Plan Objectives within each phase of the project.

PHASE 1: Recognize	
Participation Goal	Direct General Plan Objective
INFORM & INVOLVE	- How a General Plan's policies and goals guide future growth - How residents' needs will change as the community matures - The planning process and 2024 vote - How should the City grow in the future and how will those changes affect the City
PHASE 2: Enrich	
Participation Goal	Direct General Plan Objective
INFORM & COLLABORATE	Inform the public of the draft plan and policies, how the feedback was used to develop the plan and policies, and determine if there are any changes desired
PHASE 3: Achieve	
Participation Goal	Direct General Plan Objective
CONSULT	Address 60-Day public review comments and prepare the final draft of the General Plan
CONSULT	Conduct two (2) State-mandated Planning Commission Public Hearings and one (1) City Council Public Hearing for formal adoption
EMPOWER	August 2024 Election for Plan Ratification by Voters

ENGAGEMENT TECHNIQUES

A wide range of outreach techniques that will be utilized throughout the planning process for the General Plan are further outlined below:

General Plan Advisory Group (GPAG)

The General Plan Advisory Group (GPAG) will be defined with the assistance of City staff and/or Council direction to include involved stakeholders from the Surprise community. Stakeholders may include residents, business owners, or select public/private agency representatives. Generally, members of the Michael Baker Team will meet with the GPAG at key project milestones to seek guidance, review findings and/or plans, and prepare for public meetings or outreach events. The Michael Baker Team will meet with this group up to eight times throughout the General Plan process.

Planning & Zoning Commission & City Council Touch Points

As the key regulatory bodies who approve the General Plan before it is ratified by the public, the City Council and Planning & Zoning Commission will be involved throughout the development of the General Plan. Through three key milestones of the project, City Council and the Planning & Zoning Commission will have individual or joint work sessions to provide additional input to the General Plan in conjunction with the project phases. These come in addition to an initial introductory Council Meeting and Planning & Zoning Commission Meeting at the start of the project, as well as additional work sessions leading up to the Commission & Council adoption process.

Awareness Campaign

Visual Identity & Branding

The Michael Baker Team will design and launch an awareness campaign about the General Plan 2040 Update effort. The campaign will include subtasks such as creating a visual identity and brand (name, logo, and tagline) to provide a clear understanding of the project and its purpose and differentiate the General Plan process from other City initiatives.

Project Website

The campaign will also include a standalone website presence that will become the heart of the planning process communications.

Print & Social Media

Through coordination with the City of Surprise Marketing & Communication Department, Print and Social media tools will also be employed utilizing established City channels (i.e. Facebook, Instagram, Twitter, Nextdoor, *Surprise Progress* (Quarterly Magazine), and automatic email alerts to promote opportunities for engagement and to distribute project information and meeting notices. Michael Baker will formulate public announcements associated with specified project surveys, deliverables, and meetings for use by Marketing & Communication staff to utilize and post for the project.

Community Workshops

The Michael Baker Team will prepare for and facilitate three (3) rounds of public workshops associated with the General Plan Update planning process. All workshops will be coordinated with other concurrent large scale planning efforts throughout the General Plan Development to ensure consistent and efficient outreach. While in-person workshops are planned to be conducted over the course of the project, necessary safety precautions will be encouraged based on current issues at that time as a result of the continuously evolving pandemic and in-person efforts may be adapted on an as-needed basis. Each round of public workshops includes an in-person and virtual workshop to allow residents the opportunity to participate in the General Plan Update process in a manner that best suits their preferences and availability. The final format and agenda for each round of workshops, along with meeting announcements for advertising and distribution, will be decided in collaboration with Staff. All draft materials will be carefully reviewed with City Staff prior to their dissemination. The following descriptions outline the general approach and anticipated focus for each round of workshops:

Round 1 Community Workshops: Public Kick off & Visioning

Michael Baker will facilitate a public project kick-off and community vision validation workshop. The information gained as part of this workshop will help to refresh or amend the existing General Plan vision statement and primary themes expressed in the current General Plan.

Round 2 Community Workshops: Scenario Review & Goal Setting

The Michael Baker Team will facilitate the second workshop to present and review the General Plan findings as discovered during the first round of community workshops and solicit input on each scenario plan developed. Targeted land uses and housing, motorized and non-motorized circulation, job types and composition, and parks, trails and open spaces will be reviewed in detail. Draft Goal statements will also be shared for comment and validation.

Round 3 Community Workshops: Administrative General Plan Draft Review

The Michael Baker Team will conduct an Open House style meeting for the public review and comment of the Draft General Plan Update.

Target Workshops (*Optional*)

Michael Baker will coordinate the application of optional Target Workshops. These may include meetings during the day at schools and/or retirement villages and senior centers making the process more accessible to populations who are less likely to participate otherwise. In addition, these workshops can also be facilitated as pop-up events, held at popular community events and locations throughout the City. Examples of the educational and interactive exhibits that could be conducted in Target Workshops include Project Overview Posters, Prioritization Bucket Game, Vision Board, and Children's Activities.

Digital Engagement

Michael Baker will utilize select digital engagement platforms to ensure broad and robust participation during the update process. Online surveys and mapping tools will be used to provide an opportunity for community members to review and refine proposed plan content remotely and through common devices including personal computers, tablets, and smartphones. In congruence with the three rounds of workshops, there will be three virtual workshops and online surveys (as needed) made available to the public.

Media Releases

Prior to each phase of outreach, media releases will be prepared and distributed by the City to local media. City staff may consider a special briefing for media before the start of Phase 1 to inform local reporters of the General Plan process and provide key messages.

RESOLUTION 2022-52

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
SURPRISE, ARIZONA, ESTABLISHING THE GENERAL PLAN 2040
COMMUNICATION PLAN.**

WHEREAS, the Community Development Department plans to comprehensively update the General Plan for approval by the City Council and ratification by the Surprise electorate in 2024 pursuant to A.R.S. §9-461.06;

WHEREAS, A.R.S. §9-461.06(C)(1) requires municipalities to adopt written procedures to provide effective, early, and continuous public participation in the development and major amendment of general plans from all geographic, ethnic, and economic areas of the municipality; and

WHEREAS, the Community Outreach & Participation Plan for the Surprise General Plan 2040 Update will establish such written procedures.

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

Section 1. The Community Outreach and Participation Plan for the Surprise General Plan 2040 Update, a copy of which is on file in the Community Development Department and attached as ***Exhibit A***, is hereby approved.

APPROVED AND ADOPTED this ____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT “A”

Community Outreach and Participation Plan



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 7, 2022

Contact Person: Mike Hoover, Assistant Director

Submitting Department: Economic Development

District: District 6

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2022 budget amendment moving budget authority of \$200,000 from Economic Development Contingency General Fund to the Transportation Improvement Fund to establish project P61380, Cactus Rd (Litchfield Rd-Railroad Track); Resolution #2022-64.

Motion:

I move to approve Resolution #2022-64.

Background:

This project will complete the design of Cactus Road railroad crossing, generally located between Litchfield Road and Dysart Roads. The design will provide the ultimate cross section, specifically across the BNSF railroad spur. This project design will include three lanes in both directions, raised medians, curb and gutter, sidewalk, and drainage facilities, along with an improved railroad crossing surface, new gates, and equipment.

Objective Analysis:

This budget amendment will allow for the procurement of consultant services to complete the design of this section of roadway. This design will include utility investigation, BNSF coordination, and construction cost estimates.

The project will provide positive impacts to City residents by improving the roadway surface at this railroad crossing, providing additional safety elements at the railroad crossing, and creating additional lane miles for the heavy truck traffic in this industrial area of the City.

Policy Compliant:

This action is consistent with City and Council policy as it relates to budget amendments and procurement.

Financial Impact:

This action will allow for the one-time expenditure of \$200,000 for services so the City may contract

with an independent engineering firm to design and prepare construction plans, technical specifications, and opinion of probable construction costs for Cactus Road at the existing BNSF Railroad crossing.

Budget Impact:

This action will amend the FY2022 budget by moving \$200,000 from Economic Development Contingency within the General Fund to Services within the Transportation Improvement Fund to establish project P61380, Cactus Rd (Litchfield Rd-Railroad Track). This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

An estimated construction cost of \$4,400,000 has been requested in the FY2023 budget.

FTE Impact:

This action does not change the full-time equivalent count.

ATTACHMENTS:

1. Cactus Road Railroad Crossing Design
 2. Res 2022-64 Cactus Rd Litchfield to RR Track
-



Cactus Road Railroad Crossing (Design)

Budget Transfer from Economic Development Contingency to
Transportation Improvement Fund

Cactus Road Railroad Crossing Design

- Activity in Railplex
- Railroad Crossing Design
- Budget Transfer \$200K





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You

RESOLUTION # 2022-64

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2022 BUDGET BY MOVING BUDGET AUTHORITY FROM THE GENERAL FUND IN THE AMOUNT OF \$200,000 TO THE TRANSPORTATION IMPROVEMENT FUND WITHIN PROJECT P61380, CACTUS ROAD (LITCHFIELD-RAILROAD TRACK).

WHEREAS, funding is required in project P61380, Cactus Road (Litchfield-Railroad Track) in the amount of \$200,000 for design of roadway infrastructure improvements;

WHEREAS, moving budget authority in the amount of \$200,000 from Economic Development Contingency in the General Fund to Services in the Transportation Improvement Fund in project P61380, Cactus Road (Litchfield-Railroad Track) is necessary;

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

WHEREAS, the actions set forth herein will necessitate a budget amendment; and

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2022-64

Exhibit A

1. Appropriation – The Exhibit below represents a movement of budget authority in the amount of \$200,000 from Economic Development Contingency within the General Fund to Services in the Transportation Improvement Fund in project P61380, Cactus Rd (Litchfield-RR Track) for design of roadway infrastructure improvements. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	General Operations	Economic Development Contingency	E	1,000,000	(200,000)	800,000
Transportation Improvement	Public Works	#P61380 Cactus Rd (Litchfield-RR Track)	E	-	200,000	200,000