



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Monday, August 1, 2022 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

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

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

F. City Clerk Report

1. Primary Election Day - Update

City Clerk

G. Call To The Public

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

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

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

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

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

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

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

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

2.	Internal	Consideration and action to approve the Regular Council Work Session and Regular Council Meeting Minutes of June 21, 2022.	City Clerk
3.	District 3	Consideration and action to approve a new Series 10 (Beer & Wine Store) liquor license and Sampling Privileges Application for Sprout's Farmer's Market #46 located at 13650 N. Prasada Parkway, Surprise, AZ. 85388.	None Sherry Aguilar City Clerk
4.	Citywide	Consideration and action pertaining to the approval of an Intergovernmental Agreement with Maricopa County to provide Community Action Program services, adding two full-time employees (FTE), accepting grant funding, and amending the Fiscal Year 2023 Budget by moving budget authority of \$474,400 within the Grants Fund to Project G51593; Resolution #2022-61.	Seth Dyson Human Svcs and Comm Vitality
5.	Internal	Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County to facilitate temporary emergency shelter services, to accept grant funding, and to amend the Fiscal Year 2023 budget by moving budget authority of \$100,000 within the Grants Fund; Resolution #2022-71.	Seth Dyson Human Svcs and Comm Vitality
6.	District 1	Consideration and action pertaining to acceptance of a Quit Claim Deed from Courtland Homes for Rights-of-Way for roadway at Norwich and 181 st Drive.	Lloyd Abrams Community Development
7.	Internal	Consideration and action pertaining to acceptance of a Warranty Deed from Zander Lander, LLC and Red Leaf Holding, LLC for Right of Way for roadway on 151 st Avenue north of Happy Valley Road.	Lloyd Abrams Community Development
8.	Citywide	Consideration and action pertaining to approval of a five (5) year Inspection Services Agreement (ISA) with the Arizona Department of Housing; Resolution # 2022-77.	Tiffany Copp Community Development
9.	District 3	Consideration and action declaring the intent to establish a lighting improvement district known as, "City of Surprise, Arizona, SU-Wassellreems201 Lighting Improvement District" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution #2022-72.	Kristin Tytler Public Works
10.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at North Copper Canyon Village - Parcel 1.1, generally located at N. 174th Avenue and W. Williams Road; Resolution # 2022-79.	None Kristin Tytler Public Works
11.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at North Copper Canyon Village - Parcel 1.2, generally located at N. 174th Avenue and W. Via de Luna Drive; Resolution # 2022-80.	None Kristin Tytler Public Works

12.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Phase 2 McMicken Way, generally located at W. McMicken Way and Happy Valley Road; Resolution # 2022-81.	None Kristin Tytler Public Works
13.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Parcel A6, generally located at W. McMicken Way and W. JJ Ranch Road; Resolution #2022-85.	None Kristin Tytler Public Works
14.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Parcel A5, generally located at W. McMicken Way and W. JJ Ranch Road; Resolution #2022-82.	None Kristin Tytler Public Works
15.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Parcel A18E, generally located at N. 142nd Avenue and W. Buckskin Trail; Resolution #2022-83.	None Kristin Tytler Public Works
16.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Parcel A1, generally located at N. 147th Avenue and W. McMicken Way; Resolution #2022-84.	None Kristin Tytler Public Works

REGULAR AGENDA ITEM - PUBLIC HEARING:

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

17.	Citywide	Presentation and discussion pertaining to the 2021-2022 Surprise Community Outreach Program and Neighborhood Grant awards.	Seth Dyson Human Svcs and Comm Vitality
18.	Citywide	Consideration and action pertaining to approval of an amendment to Chapter 26 of the Surprise Municipal Code relating generally to business licenses; Ordinance No. 2022-17.	Andrea Davis Finance

I. Other Business and Future Agenda Items

J. City Council Reports

K. Executive Session

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

- discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- discussion or consideration of records exempt by law from public inspection (A.R.S. §38-401.03 (A)(2));
- discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (a)(4));

- discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or
- discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town. A.R.S. §38-401.03 (A)(6)).
- discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

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

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

L. Adjournment

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: Thursday, July 28, 2022 @ 2:25 p.m.

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



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 1, 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: August 1, 2022
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:

Primary Election Day - Update

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 1, 2022
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:

Consideration and action to approve the Regular Council Work Session and Regular Council Meeting Minutes of June 21, 2022.

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 06212022 Reg Work Session Minutes
 2. 06212022 Reg Mtg Minutes
-

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

Tuesday, June 21, 2022 @ 5:00PM

- **A. Call To Order**

Mayor Hall called the Regular Council Work Session to order at 5:00 p.m.at the Surprise City Hall Council Chambers located at 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

- **B. Roll Call**

Also in attendance with Mayor Hall were Vice-Mayor Alyson Cline, Councilmembers Jack Hastings, Ken Remley, Patrick Duffy, Roland Winters and Chris Judd.

- **1. Presentation and discussion pertaining to the Bell Road Landscaping and Streetlighting project.**

Public Works Director, Kristen Tytler gave a powerpoint presentation regarding this item.

Kristen asked Council, do you know how many palm trees are located along Bell Road? There are 426 palm trees currently along Bell Road.

Armando Lopez, Engineering Manager continued the presentation to discuss Landscape and Irrigation Consideration. Replacing grass will save on water usage, landscaping and maintenance of irrigation system. These are some of the topics we would like Council feedback on.

The next topic covered was the lighting along Bell Road. The existing lighting is vintage and the parts are getting harder to find and are very costly.

Vice-Mayor Cline thanked staff for this presentation. It is great we will be saving millions of gallons of water, I am pleased that you are researching the costs, etc. How many lights do you anticipate replacing? Kristin commented approximately 150 lights will be part of this project.

Vice-Mayor Cline commented that residents of Bell Point would like to have additional lighting at that corner, it is really dark. She also asked about the phasing process for this project.

Councilmember Remley asked when we take out these lights we are erasing the identity of this City. We need to think about this, our residents really like them. On the sides of Bell Road, the right-of-way is given to the Homeowner's Associations, they get to revise their own landscaping due to changes, have we asked the HOA's how they feel about this? He also commented that its a shame to give up the grass, but understand landscaping concerns. On the lighting side, we need to own them and maintain them in house.

Councilmember Duffy asked if we have a cost on the turf? Armando commented, Yes 2.5 million and approximately 6 million for granite.

Councilmember Hastings asked for clarification on costs and long term savings? He also commented about the lighting, where are the biggest challenges with current lighting?

Councilmember Winters asked for clarification on location of construction.

Councilmember Judd asked for clarification on the 8 million allocated for irrigation, turf, etc.

Staff commented that they will be bringing back an update in the near future on this project.

- **L. Adjournment**

Councilmember Hastings made the motion to adjourn the Regular Council Work Session at 5:35 p.m. Seconded by Vice-Mayor Cline. 7 yes votes to adjourn. Motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, June 21, 2022.**

Sherry Ann Aguilar, City Clerk, MMC

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

Tuesday, June 21, 2022 @ 6:00PM

- A. Call To Order

Mayor Hall called the Regular City Council Meeting to order at 6:00 p.m. at the Surprise City Hall located at 16000 N. Civic Center Plaza, Surprise, Arizona 85374.

- 1. Invocation

The invocation was led by Lew Guyn.

- B. Roll Call

Also in attendance with Mayor Hall were Vice-Mayor Alyson Cline, Councilmembers Jack Hastings, Ken Remley, Patrick Duffy, Roland Winters and Chris Judd.

- C. Pledge of Allegiance
- D. Proclamation and Community Acknowledgements
- E. City Manager Report
- 1. Reports
- 3. Primary Election Update
- F. City Clerk Report

City Clerk, Sherry Ann Aguilar gave a brief report on the upcoming August Primary Election. Information included close of voter registration, early voting starts on July 6th, ballots are being mailed on July 6th, and the Primary Election Day is Tuesday, August 2nd, 2022.

- 1. Report

- **1. Consideration and action to approve the following Board/Commission appointments as recommended by the Nominations Committee: Tatiana Young for the Audit Committee for a 2 year term with expiration date June 30, 2024; Jose M. Valles (State Bar recommended) for the Judicial Selection Advisory Commission with a term expiration of June 30, 2025; Matthew Parker for the Personnel Appeals Board to fill the remainder of a term with a term expiration of June 30, 2024; Anthony Robinson for the Parks and Recreation Commission to fill the remainder of a term with term expiration June 30, 2025 and David Kinnoin for the Parks and Recreation Commission to fill the remainder of a term with term expiration of June 30, 2023 and Kim Drayden for the Public Safety Personnel Retirement System Board for a 4 year term with term expiration of June 30, 2026.**

Vice-Mayor Cline made the motion to approve the new appointments as listed above. Councilmember Winters seconded the motion. 7 yes votes, motion carried.

- **2. Consideration action to approve the following reappointments all for 4 year terms: Thomas Coniam and Candica Rachal for the Health Benefits Trust Fund Board with term expirations of June 30, 2026; Kymberlee Stutzman, Richard Jessen, Judge Todd Lang (MC Bar Association recommended) and Flynn Carey (MC Bar Association recommended) with term expirations of June 30, 2026 and Gwen Mendez and Julie Kent Partridge for the Veterans, Disability and Human Services Commission with term expirations of June 30, 2026.**

Vice-Mayor Cline made the motion to approve the reappointments as listed above. Councilmember Duffy seconded the motion. 7 yes vote, motion carried.

- **G. Call To The Public**

Alejandro Christ commented that he had issues with the June 7, 2022 Meetings not starting at it's regular time. Because of this, he was not able to participate with call to the public. He also commented that the public hearing is opened and closed so quickly and it doesn't allow enough time for residents who are interested in speaking.

- H. Regular City Council Meeting Agenda
- 1. CONSENT AGENDA:

Vice-Mayor Cline made the motion to approve the Consent Agenda items 4 through 24. Councilmember Hastings seconded the motion. 7 yes votes, motion carried. No items were removed from the consent agenda.

- **4. Consideration and action to approve the Regular Work Session Minutes; Special Council Meeting Minutes and Regular Council Meeting minutes of June 7, 2022.**
- **5. Consideration and action to approve a request by Jeffrey Craig Miller (Agent) for a Series 12 (Restaurant) liquor license for Biscuits Cafe located at 13752 W. Bell Road, Surprise, AZ. 85374.**
- **6. Consideration and action to approve a Series 9 (Liquor Store) liquor license request for Fry's Food & Drug #678, located at 16400 W. Pat Tillman Boulevard, Surprise, Arizona 85387.**
- **7. Consideration and action pertaining to formal deaccession of the Dreamcatcher Park bench murals.**
- **8. Consideration and action pertaining to approval of the Final Plat entitled, "Enclave 1 & 2" and dated March, 30, 2022, a property generally located north of Happy Valley Road and east of 163rd Avenue; Case FS22-0174.**
- **9. Consideration and action appointing a Chief Fiscal Officer pursuant to A.R.S. § 41-1279.07(E) for the purpose of submitting the annual AELR report for FY2022; Resolution #2022-54.**
- **10. Consideration and action pertaining to the approval of the Final Plat entitled, "Replat of Lot 17, Beardsley Ranchitos #1" and dated January 3, 2022, a property generally located on the south side of Enoch Drive and west of 181st Drive and east of 183rd Avenue; Case FS21-694.**
- **11. Consideration and action pertaining to approval of the Final Plat entitled "Can-Am Acres", dated April 27, 2022, a property generally located approximately 1,000 feet south of Dynamite Road between 158th and 159th Road. Case FS21-852**

- **12. Consideration and action pertaining to approval of the Final Plat entitled, “Heritage Asante – Parcel 9 Phase 2” and dated March 2022, a property generally located west of 163rd Avenue and north of Grand Avenue; Case FS21-864.**
- **13. Consideration and action pertaining to approval of the Final Plat entitled, “Paloma Creek Phase 3” and dated April 26, 2022, a property generally located west of 155th Avenue, between Happy Valley Road and Jomax Road; Case FS21-842.**
- **14. Consideration and action pertaining to approval of the Final Plat entitled, “Fulton Homes at Prasada – Phase 1A” and dated April 27, 2022, a property generally located at the southwest corner of Waddell Road and Reems Road; Case FS21-414.**
- **15. Consideration and action pertaining to approval of the Final Plat entitled, “Habitat on Paradise Lane” and dated June 6, 2022, a property generally located south of Bell Road and west of El Mirage Road; Case FS21-680.**
- **16. Consideration and action pertaining to approval of the Final Plat entitled, “Ellen Ranch” and dated May 10, 2022, a property generally located at the northeast corner of Happy Valley Road and 163rd Avenue; Case FS22-0150.**
- **17. Consideration and action pertaining to approval of the Final Plat entitled, “Fulton Homes at Prasada – Phase 1B” and dated April 29, 2022, a property generally located at the southwest corner of Waddell Road and Reems Road; Case FS21-548.**
- **18. Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County for Community Action Program Services to change the title of the City of Surprise from "Subrecipient" to "Contractor," make corrections to Amendment Number 3, and to repeal Resolution #2022-43; Resolution #2022-62.**
- **19. Consideration and action pertaining to approval of the Fourth Amendment to the Intergovernmental Agreement (IGA) between the City of Surprise and Regional Public Transit Authority (RPTA) for Fiscal Year 2023 Transit Services; Resolution #2022-60.**

- **20. Consideration and action pertaining to approval of an Intergovernmental Agreement for Joint Use of facilities with Dysart Unified School District; Resolution #2022-65.**
- **21. Consideration and action pertaining to approval of the Contract for Services between the City of Surprise and Area Agency on Aging, authorizing the City to accept grant funding in the amount of \$90,000, and amending the Fiscal Year 2023 budget by moving budget authority of \$90,000 within the grants fund; Resolution #2022-63.**
- **22. Consideration and action regarding the adoption of the City of Surprise 2022 Water Resource Master Plan Update; Resolution #2022-68.**
- **23. Consideration and action to designate the City of Surprise Sports and Tourism Department as the designated official Destination Marketing Organization (DMO) for the purpose of coordinating tourism promotion with the Arizona Office of Tourism (AOT); Resolution #2022-53.**
- **24. Consideration and action pertaining to an Intergovernmental Agreement between Arizona Department of Public Safety and the City of Surprise for law enforcement services at the State Farm Stadium; Resolution #2022-66.**
- **2. REGULAR AGENDA ITEM - PUBLIC HEARING:**
- **25. Consideration and action pertaining to the rezoning of approximately 199.21 acres from Rural Residential (RR) to Residential Medium Density (R-2) and Residential High Density (R-3), generally located west of 155th Avenue and north of Jomax Road; Ordinance #2022-12.**

City Planner, Trever Fleetham gave a powerpoint presentation on a project known as Nobella.

Councilmember Winters asked if there is property on both side of the railroad tracks or am I mistaken? Mr. Fleetham, no railroad involved with this project.

Councilmember Duffy asked about the infrastructure, what will be the main way in and out of this development? Mr. Fleetham commented at this time, 163rd Avenue is the main until the other arterials are complete.

The applicant, Wendy Rodell, Barry Rodell Law Firm confirmed the primary access points. Significant improvements made the Jomax Road.

Councilmember Remley questioned the drainage through the middle of the property. Ms. Rodell commented, Yes there is a wash that we are turning into a greenbelt.

Councilmember Judd drove the area and at least a dozen new homes on acre lots adjacent to this project. What are your buffers proposed to protect from the higher density development? Ms. Rodell asked to display a slide that identifies the buffers being proposed.

Mayor Hall asked about the purple area on the map, is that a wall being proposed? Ms. Rodell confirmed this is correct.

Councilmember Winters commented that this slide clears up a lot of questions I had prior.

Councilmember Remley asked about the amenities at all? Ms. Rodell commented, yes and displayed a slide outlining what the proposed development will look like.

Councilmember Remley asked for clarification on water harvesting and commented that he doesn't see a pool anywhere on this. Ms. Rodell commented that when a site plan comes forward, you will see many of the amenities identified.

Councilmember Hastings received opposition letters, what are the ways you engaged the residents and what issues did you have? He further commented that there is no opposition here tonight. Ms. Rodell commented on the engagement process and timelines.

Mayor asked about the company who will be building this project. Ms. Rodell commented that the company building here is Heinz, a very well known and established company here in Arizona.

Public Comments: Alejandro Christ commented where are we going to get the water from for this green lush development? Mr. Christ thanked Councilmember Duffy and Councilmember Judd for bringing up the issues of traffic, one exit in and out of this area. I am familiar with this area because I

have customers there. This is a beautiful area, but more cookie cutter homes being proposed here.

No other public comments were received.

Councilmember Winters made the motion to approve this item.
Councilmember Hastings seconded the motion. 5 yes votes, 2 no votes (Councilmember Duffy and Councilmember Remley). Motion carried.

- **26. Consideration and action pertaining to adoption of a Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) to amend the parking requirements for Warehouse/Distribution land use; Ordinance #2022-16.**

City Planner, Leslie Carnie gave a powerpoint presentation on this item.

Councilmember Judd commented that I am glad we are doing this, thank you for consolidating.

No public comments were received.

Councilmember Judd made the motion to approve Ordinance No. 2022-16.
Vice-Mayor Cline seconded the motion. 7 yes votes. Motion carried.

27. Consideration and action pertaining to a rezoning of approximately 57.53 acres from Rural Residential (RR) to Residential High Density (R-3) generally located on the southwest corner of Happy Valley Road and 147th Avenue; Ordinance #2022-15.

City Planner Leslie Carnie gave a powerpoint presentation on this item.

Vice-Mayor Cline asked for clarification on multi story, do we know how many? The applicant commented that there will be 3 stories at the most.

Councilmember Winters also questioned multi stories, no more than 3? The applicant confirmed this is correct.

Councilmember Duffy asked about access in and out of this area, is it 163rd Avenue again? Yes correct. This is too much for this area.

Councilmember Judd commented that this is a lot but we are in the middle of

a housing crisis and we need to increase supply with all the people moving here. We need to get our road infrastructure together and doing what we can on the traffic issues.

Public Comments: Christ Alejandro commented that we are being a little fast on this, the area is wonderful and beautiful. I moved here from California I know what density neighbors will be like. Please push this back a little bit, calm down and take a look and address these issues. I will keep coming up here, I see that Council is rubber stamping these projects.

No other public comments were received.

Councilmember Winters made the motion to approve Ordinance No. 2022-15. Councilmember Hastings seconded the motion. 6 yes votes, 1 no vote (Councilmember Duffy). Motion carried.

- **28. Consideration and action regarding a PAD Amendment for the Surprise Farms South PAD, Parcels 19 and 20, generally located at the southeast corner of Bell and Citrus Roads; Ordinance #2022-14.**

City Planner, Chris Sexton gave an introduction on this item.

Mayor Hall requested a presentation from the applicant.

Taylor Earl, law firm Early & Curley gave a powerpoint presentation on this item.

Scott Phillips, Carefree Partners asked if Council had any questions for him regarding this project. He commented that Taylor nailed the presentation.

Councilmember Winters commented that he is for this project, a balance of multi family homes. I am hoping the commercial will become a restaurant. Also, will there be an acceleration lane on Citrus? Scott Phillips replied that the commercial design has not been done yet, we can certainly discuss options for this location.

Vice-Mayor Cline recently had a meeting at Arizona Traditions with over 100 in attendance, they had a lot of similar questions especially about the commercial development and increased traffic. The majority agreed on the commercial possibilities including restaurants, nail salons, etc., and was

vey well received. will be more than willing to assist with sharing the information. Parking is also a concern so hopefully this will be addressed as well.

Councilmember Judd commented that he hates to give up commercial space, however I do like what the applicant has done for the commercial change. The applicant has asked to increase the density and decrease the parking space. Ms. Sexton explained the changes and confirmed that the development will meet standard parking requirements.

Councilmember Duffy asked how much density is approved for both east and west of this development? Ms. Sexton commented, 315 units to the west, and to the east 265 units. Mr. Phillips commented that the units were approved back in 1994, this is dealing with the 80 acres on Bell and Citrus.

Councilmember Remley commented that he really likes this project. He questioned the signal lights at intersection at Citrus and Bell Road.

Public Comments:

Kristen Hayward commented that she attended a neighborhood meeting and I also had a lot of questions. After the presentation, I urge Council to approve this development. She supports the development for several reasons, one to place the commercial along Bell Road that will assist with traffic near the school and neighborhood and traffic would stay near Bell Road. I was very disappointed that the Planning Commission did not allow the applicant to make a full presentation.

Alejandro Christ commented that once again, Citrus Road has one lane going north and south, can we please look at this? Am I the only one that thinks that commercial building brings big trucks in and out of the area. Are we going to have assurances that the proposed rentals will be affordable. I love this project but let's consider how this will effect Bell Road.

No other public comments were received.

Councilmember Hastings I like what is being done with the commercial. Have you talked to Dysart School District to find out what works for this area? Scott Phillips commented that we have a letter from Dysart supporting the project, and also that one of the board members attended one of our meetings, capacity was discussed and they have capacity to

accommodate the proposed growth of students.

Mr. Hastings commented that I really like this project, I had some initial concerns but the presentation clarified. We can sit here and so No forever, but reality is that something will go in their eventually.

Mayor Hall asked staff to address address the traffic for every development in terms of egress/ingress. We have a transportation group that continually monitors traffic.

Mayor Hall also asked if this will be a build and hold project? A representative from Trammell Crow commented that we do know for sure, we have held many of those, we have sold many of them, generally we hold 30 to 40% as we build. Over the last decade, there is a likely chance we will hold for long term. Even if we do sell it, we would sell to an institutional type firm that would maintain it at Class A. We do not have our own management company.

Councilmember Winters made the motion to approve Ordinance 2022-14. Vice-Mayor Cline seconded the motion. 6 yes votes, 1 no vote (Councilmember Duffy). Motion carried.

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- **29. Consideration and action levying primary property taxes at a rate of \$0.7591 per hundred dollars (\$100) of assessed valuation and secondary property taxes at a rate of \$0.3880 per one hundred dollars (\$100) of assessed valuation for Fiscal Year 2023 within the City of Surprise; Resolution #2022-69.**

Assistant Finance Director, Eric Boyles gave a brief powerpoint presentation on this item, Mr. Boyles combined items 29 and 30 and will ask for a Roll Call Vote for each item.

Vice-Mayor Cline thanked staff for assisting to explain property tax at her District meeting, it went well. One of the most important topics shared with the residents is that the City of Surprise has not raised its property tax rate since 2014. I think that speaks well to the people who take care of our budget and finances. We are very frugal in what we spend our money on.

Councilmember Remley thanked staff for their presentation. Surprise has one of the lowest property taxes anywhere in Maricopa County. We

find other ways to make ends meet other than raising property taxes.

Vice-Mayor Cline made the motion to approve Resolution #2022-69. Councilmember Remley seconded the motion. 7 yes vote by roll call vote. Motion carried.

- **30. Consideration and action levying an amount not to exceed the maximum rate of \$1.20 per one-hundred dollars of assessed valuation for each Street Light Improvement District (SLID) within the City of Surprise during the Fiscal Year 2023; Resolution #2022-70.**

No comments received.

Vice-Mayor Cline made the motion to approve Resolution #2022-70. Councilmember Remley seconded the motion. 7 yes vote by roll call vote. Motion carried.

- **31. Consideration and action pertaining to the award of the Arts and Cultural Advisory Commission's Grant Program funding recommendation for Fiscal Year 2023.**
- HSCV Administrator, Danielle Osborne gave a powerpoint presentation on this item.

Chair of the Arts Commission, Rhiannon Miett explained each of the grants being recommended for approval and highlighted the entertainment programs.

Councilmember Winters asked why WHAM was not allotted funding this time? Ms. Miett commented that they requested funding for a previous project that was presented before and it was damaged. Since it was previously paid for, we didn't want to use the funds for this.

Councilmember Judd made the motion to approve the FY2023 funding recommendations from the Arts and Cultural Advisory Commission as presented. Vice-Mayor Cline seconded the motion. Motion carried.

32. Consideration and action pertaining to the award of the Council Subcommittee on Community Outreach, Partnerships and Grants recommendation for the Surprise Community Outreach Program funding for Fiscal Year 2023.

Government Relations Administrator, Jodi Wittrock gave a powerpoint presentation on this item.

Mayor Hall commented that he appreciates the efforts from the Committee on this project, there is a lot involved.

Councilmember Judd thanked his fellow committee members, the challenge for us is there were more ideas than dollars. We actually had double the funding than last year, but many more applicants. Overall we were able to fund 34 of the applications that came before us. He further thanks Seth Dyson and staff for their efforts as well.

Vice-Mayor Cline also thanked Council and staff for their efforts on this. She clarified that some that were not approved, were not located in Surprise or couldn't justify their services impacting Surprise. It was a long day, but so worth it.

Councilmember Judd made the motion to approve this item. Vice-Mayor Cline seconded the motion. 7 yes votes. Motion carried.

- **33. Consideration and action pertaining to approval of the Preliminary Plat entitled, "Windstone Ranch North" and dated March 9, 2022, a property generally located north of Happy Valley Road, west side of 151st Avenue; Case FS21-955.**

City Planner, Chris Sexton gave a powerpoint presentation on this item.

Councilmember Winters asked what school districts will the kids be in Dysart or Nadaburg? Assistant Director, Community Development Lloyd Abrams commented that they will go to Dysart since they are located south of Jomax is the dividing line with Dysart and Nadaburg.

Councilmember Winters asked about the water for this project. They are part of the buy-in projects per Mr. Abrams.

Vice-Mayor Cline commented that she likes everything but there is no pool for this development unless we have more details coming later. This is my only concern, I like this project.

Councilmember Winters made the motion to approve this item with stipulations A - H in the staff report. Seconded by Councilmember Duffy. 7 yes

votes. Motion carried.

- **34. Consideration and action pertaining to approval of the Infrastructure Improvement Repayment Agreement between the City of Surprise and C. J. SHELL, LLC.; Resolution #2022-51.**

Assistant Director, Community Development Lloyd Abrams gave a powerpoint presentation on this item.

Councilmember Judd asked for clarification on payments, since the developer is paying, the City is not paying anything, correct? Mr. Abrams said this is correct, we are the gatekeeper in this case, standards change over the years, we didn't require a median, and now we do, this is why we are moving forward with this agreement.

Councilmember Judd made the motion to approve Resolution No. 2022-51. Seconded by Councilmember Duffy. 7 yes votes, motion carried.

- **35. Consideration and action pertaining to approval of the SPA 2 East Traffic Signal Development Agreement between the City of Surprise and Paloma Creek Water Coordinator, LLC.; Resolution #2022-58.**

Assistant Director, Community Development Lloyd Abrams gave a powerpoint presentation on this item.

Councilmember Winters made the motion to approve Resolution No. 2022-58. Councilmember Judd seconded the motion. 7 yes votes, motion carried.

- **36. Consideration and action to approve a Real Estate Purchase Agreement with Maricopa County Municipal Water Conservation District Number One for approximately 19 acres of property located near Perryville and Cactus Roads.**

Assistant Director, Community Development Lloyd Abrams gave a powerpoint presentation on this item. This is a land purchase for future fire station.

Councilmember Winters made the motion to approve the purchase agreement. Councilmember Hastings seconded the motion. 7 yes votes, motion carried.

- **I. Other Business and Future Agenda Items**

Councilmember Hastings asked for a future work session topic exploring the use of developmental impact fees or the City's general fund to get started on fire station 309. Seconded by Councilmember Duffy.

No other items requested.

- **J. City Council Reports**

Councilmember Judd has an upcoming District Meeting on Wed., at Venue Tap Room 7:00 p.m.; had the fortune of spending time with family in cooler weather, encouraged everyone to enjoy the weather in northern Arizona.

Councilmember Winters commented that he is so good to see his colleague, Ken Remley back at the meeting. This is where you belong.

Vice-Mayor Cline reported on the next District Meeting, this Tuesday, June 28th @ 6:00 p.m. Sun City Grand, presentation by Chair of ARC and Surprise Police Department.

Councilmember Hastings attended the Youth Council Retreat, great ideas and setting goals; Invited to the keys of financial freedom for teens; Will attend Vice-Mayor Clines Meet and Greet at Sun City Grand on June 28th.

Councilmember Remley thanked his colleagues for the wonderful welcome tonight, I couldn't physically be here, but watched the meetings from home. It is a pleasure to be back. Planning to have my monthly meeting at the Senior Center Wed., June 27th.

Councilmember Duffy will hold a meet and greet on Saturday, July 2nd at Spencer's Place 9:00 a.m. They announced they will be doing a second location. The teen for Kids bought the Pet Club at Greenway and Cotton Lane.

Mayor Hall announced Fireworks to take place on Saturday, July 2nd; Community Pride Day of Service event Wed., July 20th, next scheduled Council Meeting will be Monday, August 1st due to election day on August 2nd.

- K. Executive Session

None held.

- 1. Executive Session Items
- 2. Executive Disclaimer - Part 1
- 3. Executive Disclaimer - Part 2
- 4. Executive Disclaimer - Part 3
- L. Adjournment

Vice-Mayor Cline made the motion to adjourn at 8:20 p.m. Seconded by Councilmember Hastings. 7 yes votes to adjourn. 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, June 21, 2022.

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 1, 2022
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: District 3

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

Agenda Wording:

Consideration and action to approve a new Series 10 (Beer & Wine Store) liquor license and Sampling Privileges Application for **Sprout's Farmer's Market #46** located at 13650 N. Prasada Parkway, Surprise, AZ. 85388.

Motion:

I move to approve a new Series 10 (Beer & Wine Store) liquor license and Sampling Privileges Application for **Sprout's Farmer's Market #46** located at 13650 N. Prasada Parkway, Surprise, AZ. 85388.

Background:

This request has no concerns noted and is a request of routine nature.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. Finance Report Sprouts
 2. Fire 13650 N Prasada Pkwy Sprouts No 46 Liquor License
 3. POLICE Sprouts Prasada_
 4. sproutsreport
 5. CD SPROUTS FARMERS MARKET #46 - LIQUOR LICENSE REPORT
 6. CD SPROUTS FARMERS MARKET #46 - LIQUOR LICENSE VICINITY MAP
-



MEMO

Date: 7/11/22

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

From: Annie Vazquez

RE: Liquor License Application – Sprouts Farmer's Market #46 - 13650 N Prasada Prkwy

Business License Status:

- ☒ Application link emailed on 7/11/22 .
- ☐ License # , current and valid for .
- ☐ 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



July 11, 2022

To: Sherry Ann Aguilar, City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Sprouts Farmer's Market #46
13650 N Prasada Parkway
Surprise, AZ 85388

The Surprise Fire-Medical Department has been involved with the pre-construction / plan review process at the above referenced location within the last few months to ensure compliance with the applicable fire codes within the tenant space and building. Since construction work is still ongoing, there are no known fire code violations. Therefore, fire has no comment on the application at this time.

If you have any questions feel free to contact me.

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

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

REFERENCE:

July 20, 2022

Job #201166
Series #10 (Beer & Wine Store & Sampling Privileges)
New Application

APPLICANT:

SPROUTS FARMERS MARKET #46
13650 N. Prasada Parkway
Surprise, Arizona 85388

FINDINGS:

1) *Evidence concerning the nature of the proposed business, its potential market and its likely customers.*

Sprouts Farmers Market has been a well-established grocery store chain in Arizona for many years. This new location within the City of Surprise should have a market consisting of residents from the rapidly growing northern area of Surprise, along with patrons from north Peoria and the unincorporated regions northwest of Surprise.

2) *Effect of vehicular traffic in proximity.*

This area is a continually growing commercial community, with new roadways being developed along with the commercial community. The city has taken account of necessary roadways and parking spaces for the location.

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.*

N/A. New construction.

4) *Comparison of hours of operation of the proposed premises to the existing businesses in proximity.*

Sprouts is a new planned retail store for this expanding area. Most Sprouts store's hours around the valley, including the other location in Surprise are open from 7 AM until 10 PM every night of the week. The nearest store in the vicinity with a liquor license is Costco, which closes at 8:30 PM during the week and at 6:30 PM on the weekends. There are smaller other establishments who have recently opened or are soon to be open and none are open past 9 PM.

5) *Appropriateness of series license requested.*

The series #10 license is appropriate for this Sprouts Farmers Market.

Submitted by Officer C. E. Tovar #2059

State of Arizona
Department of Liquor Licenses and Control

22 JUL 6 11:14 PM 4 88

Job # 2011 66

Created 07/06/2022 @ 04:30:46 PM

Local Governing Body Report

LICENSE

Number: Type: 010 BEER AND WINE
STORE
Name: SPROUTS FARMERS MARKET #46
State: Pending
Issue Date: Expiration Date:
Original Issue Date:
Location: 13650 N PRASADA PARKWAY
SURPRISE, AZ 85388
USA
Mailing Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)730-2675
Alt. Phone:
Email: LIQUORLICENSE@AZLIC.COM

AMENDMENT

AGENT

Name: AMY S NATIONS
Gender: Female
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)730-2675
Alt. Phone:
Email: LIQUORLICENSE@AZLIC.COM

OWNER

Name: SF MARKETS LLC (FN)
Contact Name: AMY S NATIONS
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: R16640078 State of Incorporation: DE
Incorporation Date: 03/09/2011
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)730-2675
Alt. Phone:
Email: LIQUORLICENSE@AZLIC.COM

Officers / Stockholders



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

22 JUL 6 11:18 PM 4 118
DLIC USE ONLY

Issuance fee: \$100.00
Issuance Date: _____
☐ Liquor Store (series 9)
☐ Beer and Wine Store (series 10)
CSR: _____
Job #: _____

**SAMPLING PRIVILEGES APPLICATION
SERIES 9 OR 10**

Applicant's Name: ☐ Individual ☐ Agent Amy S. Nations License #: Job #201166

Business Name: _____

Business Location: 13650 N. Prasada Pkwy Surprise AZ Maricopa 85388
Street Address City State County Zip Code

Mailing Address: _____
Street Address or P.O. Box City State County Zip Code

Business Phone Number: _____ Daytime Contact Number: _____

Email Address: _____

Series #10 Beer and Wine Store Only:

I declare that my business qualifies as a

☐ Premises is 5,000 square feet or larger

☐ At least 75% of shelf space is dedicated to beer and wine

AMENDMENT

A.R.S. §4-206.01(J) Bar, Beer and Wine Bar or Liquor Store licenses; number permitted; fee; sampling privileges

I (Signature), _____, hereby declare that I am the INDIVIDUAL/AGENT filing this form, that I have read A.R.S. §4-206.01 and verify all statements made on this document to be true, correct, and complete to the best of my knowledge. I understand there is a \$100 issuance fee and the annual \$60 renewal fee for these sampling privileges. The sampling privilege renewal fees are due at the same time as the renewal for the current license number identified on the first line of this application.

LOCAL GOVERNING BOARD

I, _____ (Government Official Signature)	_____ (Title)	recommend ☐ APPROVAL ☐ DISAPPROVAL
on behalf of _____ (City, Town, County)	_____ Phone	_____ Date

DLIC USE ONLY

Investigation Recommendation: ☐ Approval ☐ Disapproval by: _____	Date: ____/____/____
Director Signature required for Disapprovals: _____	Date: ____/____/____



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

22 JUL 6 11:41 PM 4 118

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with **Black Ink**

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

Liquor License#: **Job #201166**

1. Check the
Appropriate
Box →

☐ Controlling Person

☐ Agent

☐ Premises Manager
(complete all questions except #12)

2. Name: Nations Amy S. Birth Date: / /
Last First Middle (NOT a public record)

3. Social Security #: Driver License #: State:

4. Place of birth: Height: Weight: Eyes: Hair:
City State COUNTRY (not county)

5. Name of current/most recent spouse: Birth Date: / /
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☐ No If yes, what is your date of residency: / /

7. Daytime telephone number: E-mail address:

8. Business Name: Business Phone: / /

9. Business Location Address: 13650 N. Prasada Pkwy Surprise AZ Maricopa 85388
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
	CURRENT		

(ATTACH ADDITIONAL SHEET IF NECESSARY)



22 JUL 6 14:41:18

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with **Black Ink**

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

Liquor License#: Job #201166

1. Check the Appropriate Box →

☐ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: Lombardi Brandon Frederick Birth Date: / /
Last First Middle (NOT a public record)

3. Social Security #: Driver License #: State:

4. Place of birth: Height: Weight: Eyes: Hair:
City State COUNTRY (not county)

5. Name of current/most recent spouse: Birth Date: / /
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☐ No If yes, what is your date of residency:

7. Daytime telephone number: E-mail address:

8. Business Name: Business Phone: / /

9. Business Location Address: 13650 N. Prasada Pkwy Surprise AZ Maricopa 85388
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
	CURRENT		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

22 JUL 6 1:47 PM 4:18



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with **Black Ink**

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

Liquor License#: Job #201166

1. Check the
Appropriate
Box →

☐ Controlling Person	☐ Agent	☐ Premises Manager (complete all questions except #12)
---	--------------------------------	--

2. Name: Dahl Gary David Birth Date: / /
Last First Middle (NOT a public record)

3. Social Security #: Driver License #: State:

4. Place of birth: Height: Weight: Eyes: Hair:
City State COUNTRY (not county)

5. Name of current/most recent spouse: Birth Date: / /
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☐ No If yes, what is your date of residency: / /

7. Daytime telephone number: E-mail address:

8. Business Name: Business Phone: / /

9. Business Location Address: 13650 N. Prasada Pkwy Surprise AZ Maricopa 85388
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
	CURRENT		

(ATTACH ADDITIONAL SHEET IF NECESSARY)



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

22 JUL 6 11:47 AM 4:18

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with **Black Ink**

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

Liquor License#: Job #201166

1. Check the
Appropriate
Box →

☐ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: Rojas Calderon Carlos Ivan Birth Date: / /
Last First Middle (NOT a public record)

3. Social Security #: Driver License #: State:

4. Place of birth: Height: Weight: Eyes: Hair:
City State COUNTRY (not county)

5. Name of current/most recent spouse: Birth Date: / /
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☐ No If yes, what is your date of residency:

7. Daytime telephone number: E-mail address:

8. Business Name: Business Phone:

9. Business Location Address: 13650 N. Prasada Pkwy Surprise AZ Maricopa 85388
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
	CURRENT		

(ATTACH ADDITIONAL SHEET IF NECESSARY)



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

22 JUL 6 11:47 AM 4 118

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

Liquor License#: Job #201166

1. Check the
Appropriate
Box →

☐ Controlling Person

☐ Agent

☐ Premises Manager
(complete all questions except #12)

2. Name: Sanders Dan J Birth Date: / /
Last First Middle (NOT a public record)

3. Social Security #: Driver License #: State:

4. Place of birth: Height: Weight: Eyes: Hair:
City State COUNTRY (not county)

5. Name of current/most recent spouse: Birth Date: / /
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☐ No If yes, what is your date of residency: / /

7. Daytime telephone number: E-mail address:

8. Business Name: Business Phone: / /

9. Business Location Address: 13650 N. Prasada Pkwy Surprise AZ Maricopa 85388
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
	CURRENT		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

State of Arizona
Department of Liquor Licenses and Control

Created 06/29/2022 @ 02:48:19 PM

Local Governing Body Report

LICENSE

Number:	Type:	010 BEER AND WINE STORE
Name:	SPROUTS FARMERS MARKET #46	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	13650 N PRASADA PARKWAY SURPRISE, AZ 85338 85388 USA	
Mailing Address:	PO BOX 2502 CHANDLER, AZ 85244 USA	
Phone:	(480)730-2675	
Alt. Phone:		
Email:	LIQUORLICENSE@AZLIC.COM	

AGENT

Name:	AMY S NATIONS
Gender:	Female
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(480)730-2675
Alt. Phone:	
Email:	LIQUORLICENSE@AZLIC.COM

OWNER

Name:	SF MARKETS LLC (FN)	
Contact Name:	AMY S NATIONS	
Type:	LIMITED LIABILITY COMPANY	
AZ CC File Number:	R16640078	State of Incorporation: DE
Incorporation Date:	03/09/2011	
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA	
Phone:	(480)730-2675	
Alt. Phone:		
Email:	LIQUORLICENSE@AZLIC.COM	

Officers / Stockholders

Name:
SPROUTS FARMERS MARKETS HOLDINGS LLC
ANDREW SANTOS GARZA
WALTER WADE WILLIAMSON
GARY DAVID DAHL

Title: Member, Stockholder
% Interest: 100.00
MULTI- SEE CASE NOTE
MULTI- SEE CASE NOTE
MULTI- SEE CASE NOTE

SF MARKETS LLC (FN) - MULTI- SEE CASE NOTE

Name: ANDREW SANTOS GARZA
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)551-9665
Alt. Phone:
Email:

SPROUTS FARMERS MARKETS INC - CLO

Name: BRANDON FREDERICK LOMBARDI
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)814-8016
Alt. Phone:
Email: LICENSING@SPROUTS.COM

SF MARKETS LLC (FN) - Member, Stockholder

Name: SPROUTS FARMERS MARKETS HOLDINGS LLC
Contact Name: AMY S NATIONS
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)730-2675
Alt. Phone:
Email:

**SPROUTS FARMERS MARKETS HOLDINGS LLC -
Member, Stockholder**

Name: SPROUTS FARMERS MARKETS INC
Contact Name: AMY NATIONS
Type: CORPORATION
AZ CC File Number: State of Incorporation: AZ
Incorporation Date:
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)730-2675
Alt. Phone:
Email:

SF MARKETS LLC (FN) - MULTI- SEE CASE NOTE

Name: GARY DAVID DAHL
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (602)321-1527
Alt. Phone:
Email: GARYDAHL@SPROUTS.COM

SF MARKETS LLC (FN) - MULTI- SEE CASE NOTE

Name: WALTER WADE WILLIAMSON
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (623)487-0330
Alt. Phone:
Email:

**SPROUTS FARMERS MARKETS INC - Vice-
President**

Name: CARLOS IVAN ROJAS CALDERON
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)814-8016
Alt. Phone:
Email: CARLOSROJAS@SPROUTS.COM

SPROUTS FARMERS MARKETS INC - President

Name: DAN J SANDERS
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)814-8016
Alt. Phone:
Email: DANSANDERS@SPROUTS.COM

MANAGERS

Name: CRAIG LEONARD MEDINA
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (602)403-6667
Alt. Phone:
Email:

Name: GABRIEL DANIEL NOTTINGHAM
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (520)297-5446
Alt. Phone:
Email:

Name: STEVEN MICHAEL PERRAULT
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)814-2700
Alt. Phone:
Email:

Name: TERESA LYNN MEDINA
Gender: Female
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)551-9665
Alt. Phone:
Email:

Name: CHRISTOPHER JAY LARSEN
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (623)334-1111
Alt. Phone:
Email:

Name: STEVE PENNINGTON
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (623)535-8989
Alt. Phone:
Email:

Name: MICHAEL MARTIN DONAHUE
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)218-6491
Alt. Phone:
Email:

Name: GREGORY PAUL WAGNER
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (623)544-3121
Alt. Phone:
Email:

Name: ERNIE ESTEBAN ALVARADO
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (623)487-0330
Alt. Phone:
Email:

Name: JENNIFER EVE TRUESDILL
Gender: Female
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)668-0800
Alt. Phone:
Email:

Name: CHARLES WAYNE RAKOWITZ
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (602)896-0300
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 201166
Application Type: New Application
Created Date: 06/17/2022

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school and church.
(If less than one (1) mile note footage)
HIGHLAND PREP 15600 W HEARN RD SSURPRISE, AZ 85379 1.13 MILES

THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS 14916 N SARIVAL AVE
SURPRISE, AZ 85388 3.923 FT
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 4) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
STILL OWE TERM
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
ZERO
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
09/01/2022

10S Beer and Wine Store Sampling

- 1) Have you uploaded a sampling privileges form?
Yes

July 25, 2022

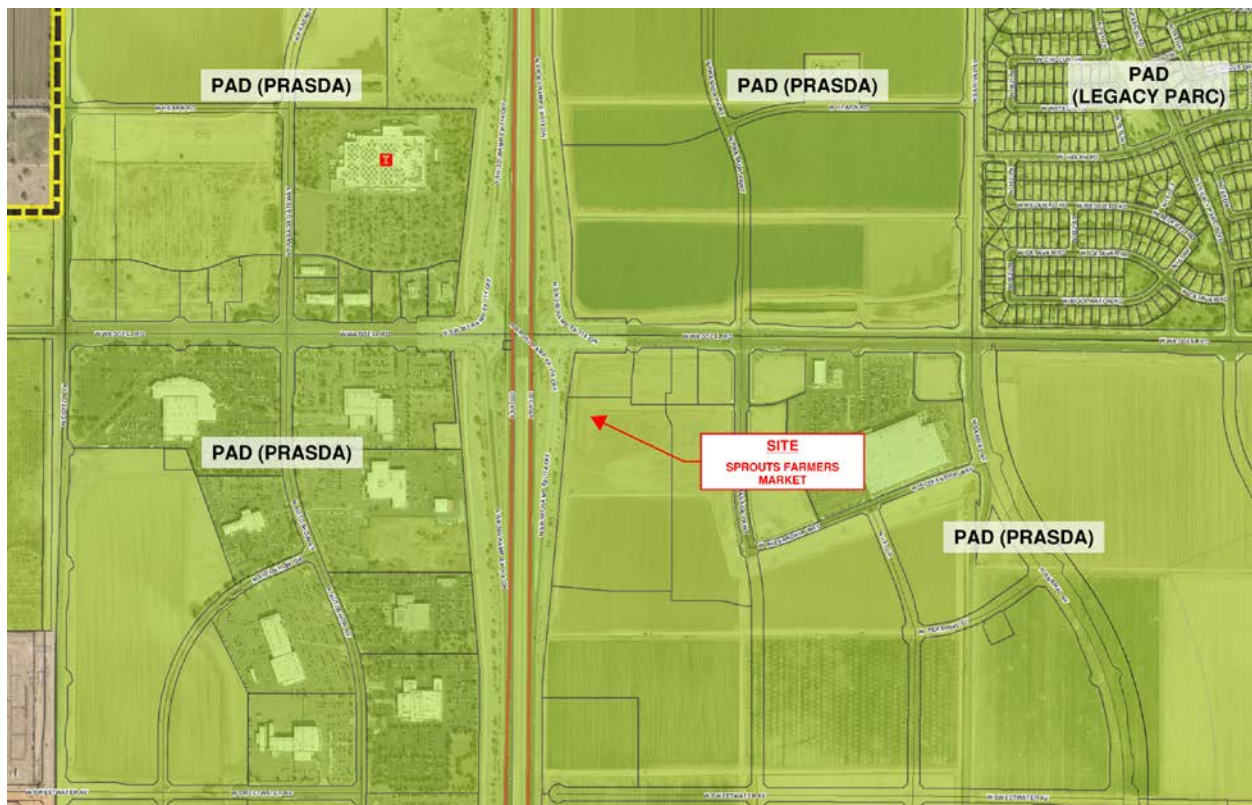
To: Sherry Aguilar, City Clerk
From: Chris Boyd, Community Development Director
By: Tanner Wessel, Planner I
Re: Liquor License Application for:

Sprouts Farmers Market # 46
13650 N Prasada Parkway, Surprise, AZ 85388

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

1. Wal-Mart Supercenter #5429 (Series 9) – 14111 N Prasada Gateway Ave

The immediate area is composed of commercial establishments. The property is zoned PAD (Prasada) which is consistent with the proposed use.



Both the Residential and Commercial population in the area will likely continue to grow.

If managed properly, the effects of granting this liquor license on surrounding residences will be minimal. This license will have little to no effect on parking in the area. Staff believes that granting this liquor license will not directly impact the surrounding business and residential areas in a negative way.

PAD (PRASDA)

PAD (PRASDA)

PAD
(LEGACY PARC)

PAD (PRASDA)

SITE
SPROUTS FARMERS
MARKET

PAD (PRASDA)



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 1, 2022

Contact Person: Seth Dyson, DIRECTOR - HSCV

Submitting Department: Human Svcs and Comm
Vitality

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to the approval of an Intergovernmental Agreement with Maricopa County to provide Community Action Program services, adding two full-time employees (FTE), accepting grant funding, and amending the Fiscal Year 2023 Budget by moving budget authority of \$474,400 within the Grants Fund to Project G51593; Resolution #2022-61.

Motion:

I move to approve Resolution #2022-61.

Background:

Maricopa County and the City of Surprise entered into an IGA in 2016 to provide Community Action Program services from the Surprise Resource Center. The parties wish to continue the partnership by entering into a new IGA for the period of July 1, 2022 through June 30, 2023 in the amount of \$474,400.

Objective Analysis:

This action will allow HSCV to add 2 new grant funded FTE and to continue to operate the Community Action Program services from the Surprise Resource Center from July 1, 2022 - June 30, 2023.

Policy Compliant:

This item is compliant with City and Council Policies.

Financial Impact:

This one-time grant award allows for expenses for salaries, employee related expenses, and other administrative support costs as follows: up to \$268,125 from July 1, 2022 – December 31, 2022 and up to \$206,250 from January 1, 2023 – June 30, 2023 for a total of \$474,375. All expenditures will be reimbursed on a monthly basis. There is a match of 25% annually which is already budgeted within the existing HSCV operating budget.

Budget Impact:

This action will require a movement of budget authority within the grants fund in the amount of

\$474,400 to cover the projected expenditures of the program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

HSCV will be adding two additional FTE which will be 100% covered by the grant. Temporary staff will be retained through June 30, 2023 to assist with administration of the Community Action Program Client Services; however, grant-funded temporary personnel does not impact the overall full-time equivalent count.

ATTACHMENTS:

1. City of Surprise IGA FY23
 2. RES 2022-61 FY23 CAP IGA
-

INTERGOVERNMENTAL AGREEMENT
FOR SERVICES BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE

Agreement Number: C-22-22-110-X-00
Agreement Amount: \$474,375
Agreement Start Date: July 1, 2022
Agreement Termination Date: June 30, 2023
UEI #: CNDLLN6WTTE3

This Intergovernmental Agreement ("Agreement") is entered into between the City of Surprise ("Contractor") and Maricopa County, administered by its Human Services Department, ("County"). The Contractor and County are collectively referred to here as the "Parties" and individually as a "Party." The Contractor, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services contained in it. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth in this Agreement and in:

Section 1 – General Provisions
Section 2 – Special Provisions
Section 3 – Work Statement
Section 4 – Budget and Compensation

Maricopa County Representative:
Cathy Chiang, Assistant Director
Community Services Division
234 N. Central Avenue, 3rd Floor
Phoenix, AZ 85004
602-506-4206
cathy.chiang@maricopa.gov

Contractor Representative:
Seth Dyson, Human Service & Community
Vitality Director
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
623-222-1620
Seth.Dyson@surpriseaz.gov

Unless otherwise provided below, all notices to a Party required or permitted under this Agreement shall be in writing to the persons at the addresses listed below by: (i) a nationally recognized delivery service (e.g., Federal Express or UPS) with confirmation receipt requested; (ii) United States Post Office certified mail, postage prepared and return receipt requested; and (iii) e-mail with delivery receipt. Unless otherwise indicated in the notice, the notice shall be effective: (i) upon receipt if delivered by a nationally recognized delivery service; (ii) three business days after being placed in the U.S. Mail properly addressed, with sufficient postage, if sent by certified mail; and (iii) on the day of transmission if sent by e-mail transmission on a business day by 5:00 p.m. Mountain Standard Time or the following business day if sent on a business day after 5:00 p.m. Mountain Standard Time or if sent on a non-business day. Business day means Monday through Friday, unless recognized as a federal or State of Arizona holiday.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be

deemed to exist or to bind the Parties. Nothing in this Agreement shall be construed as consent to any lawsuits or waiver of any defenses in a lawsuit brought against the County or the Contractor in any state or federal court.

The Parties have authorized the undersigned to execute this Agreement on their behalf.

IN WITNESS, the Parties have approved and signed this Agreement:

APPROVED BY:

APPROVED BY:

CITY OF SURPRISE

MARICOPA COUNTY

Skip Hall Date
Mayor

Bill Gates, Chairman Date
Board of Supervisors

Attested to:

Attested to:

Sherry Ann Aguilar Date
City Clerk

Juanita Garza Date
Clerk, Board of Supervisors

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney for the Contractor Date

Deputy County Attorney Date

SECTION 1
GENERAL PROVISIONS



Maricopa County
Human Services Department

1.0 PURPOSE

The Contractor shall provide Community Action Program (CAP) services in specific geographic areas and service boundaries to include the following cities, towns, and unincorporated areas: Surprise, El Mirage, Wittman, Waddell, Sun City, and Sun City West. CAP services include the delivery of Crisis Case Management and the coordination of Financial Literacy Training and Employment Assistance Services to assist low-income households in crisis situations, to move closer to economic self-sufficiency. Detailed program activities identified in Section 3 (Work Statement).

2.0 TERM

This Agreement shall commence and terminate on the dates listed on page 1 of this Agreement, unless terminated earlier in accordance with this Agreement. This Agreement shall become effective upon approval and signature by both Parties.

3.0 RENEWAL

This Agreement may be renewed by a written amendment provided the Contractor is in full compliance with all terms and conditions of this Agreement. Under A.R.S. § 11-952, no renewal may exceed the duration of the previous agreement. The County shall notify the Contractor in writing of its intent to extend the Agreement term at least thirty (30) calendar days prior to the expiration of the original Agreement term, or any additional terms thereafter.

4.0 AMENDMENTS

All Amendments to this Agreement shall be in writing and signed by authorized signers for both Parties.

5.0 TERMINATION

5.1 Under A.R.S. § 38-511, either Party may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf one Party at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of the other Party to this Agreement in any capacity or consultant to any other Party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, the Parties may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of one Party from the other Party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.

5.2 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated pursuant to the Availability of Funds provision). The notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth on page 1 of this Agreement.

5.3 The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County reasonably deems and has evidence to show the health or welfare of the service recipients are endangered or the Contractor's noncompliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement will terminate upon the expiration of the Term of this Agreement stated on page 1 of this Agreement.

- 5.4 The County may suspend or terminate this Agreement if the Contractor violates any term or condition of this Agreement or if the Contractor fails to maintain a good-faith effort to carry out the purpose of this Agreement.
- 5.5 The Parties may terminate this Agreement for convenience. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Party in writing stating the reasons for such termination.

6.0 ADMINISTRATIVE CHANGE ORDERS

- 6.1 The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders. Administrative Change shall be approved and fully executed by the Chairman of the Board of Supervisors and the Contractor. Administrative Change Orders may address any of the following areas:
 - 6.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;
 - 6.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;
 - 6.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and
 - 6.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by local regulations, policies or requirements.

7.0 EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, the Compensation Provisions shall control. Nothing in this Agreement shall operate to increase the Operating Budget without a written amendment to this Agreement.

8.0 DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

- 8.1 **ADES** means the Arizona Department of Economic Security.
- 8.2 **Assistant Director** means the Assistant Director of the Community Services Division of the Maricopa County Human Services Department.
- 8.3 **Assistance Listing Number (ALN)** means the codification of the general and permanent rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.
- 8.4 **Community Action Agency** means an eligible entity designated by the Governor to address the causes and conditions of poverty in a local area, as outlined under the Community Services Block Grant (CSBG) Act.
- 8.5 **CAP Office** means an organization or agency delivering Community Action Program (CAP) services on behalf of the Maricopa County Human Services Department/Community Services Division.
- 8.6 **Case** A record that contains all of a client's case management information. Created when a client is determined eligible for assistance for a program. A case will include the service plan, client services, and service authorizations.

- 8.7 **Client** means an eligible individual who meets the requirements for a particular service or program as outlined under state and federal law.
- 8.8 **Client Service Specialist** means a staff person that accesses and analyzes services needed by a client to coordinate and develop a delivery plan that assists with the current and long-term case management of their clients.
- 8.9 **COATES** means Community Opportunities, Accountability, Training and Educational Services Act of 1998, Public Law 105-285.
- 8.10 **Community Service Area (CSA)** means the geographic service area within the County in which Community Action Program services will be provided.
- 8.11 **Contractor** means the organization that contracts with Maricopa County to provide services identified in this Agreement.
- 8.12 **County** means Maricopa County, a political subdivision of the State of Arizona.
- 8.13 **Department** means the Maricopa County Human Services Department or may be referred to as MCHSD.
- 8.14 **Director** means the Director of the Maricopa County Human Services Department.
- 8.15 **Disposition** means the determination of the program application's status, that follow the appropriate action as defined in the policies and procedures handbook.
- 8.16 **Division** means the Maricopa County Human Services Department, Community Services Division, also referred to as CSD.
- 8.17 **HSD Dynamics** means Maricopa County Human Services Department's comprehensive, web-based, client-driven case management database.
- 8.18 **Linguistically Appropriate and Culturally Relevant** means respect and responsiveness to explicit cultural and linguistic needs of individuals that is reflected in behaviors, attitudes, and policies that form an CAP Office service system. Such a system enables the CAP Office, to work effectively in cross-cultural situations. The CAP Office will offer culturally compatible service delivery in taking into account distinct nuances and differing values, behaviors, expectations, and life skills that are often rooted in varied cultures.
- 8.19 **[Arizona@Work](#) Maricopa County** means the workforce program operated by the Maricopa County Human Services Department's Workforce Development Division.
- 8.20 **Maricopa County Community Services Commission** means an advisory body consisting of low-income households, public elected officials, and other organizations who have interest in the communities served, that fully participate in the development, planning, implementation, and evaluation of the programs administered by the Community Services Division.
- 8.21 **MCHSD/CSD** means the Maricopa County Human Services Department, Community Services Division.
- 8.22 **MCHSD/CSD Policy & Procedure Program Manual** means the Maricopa County Human Services Department/ Community Services Division policy and procedure manual developed and maintained by the Community Services Division, which delineates program eligibility requirements, procedural guidelines, application and documentation procedures, and benefit levels for financial assistance programs.
- 8.23 **MCHSD Case Management Report** means the quarterly program report that tracks outcomes for clients that have received case management services.
- 8.24 **Paper Application** means a hard copy view of a client's data that is relevant to Community Services Division's programs, to support the ability for clients without technology to submit a request for services.
- 8.25 **Priority Level** means the numerical levels assigned to specific criteria as reported by the client, reviewed, and assessed before each program application is escalated and assignment to a client service specialist for processing.

- 8.26 **Process** means a series of actions which are carried out regularly and in accordance with established policies and procedures in order to achieve a consistent and accurate end result.
- 8.27 **Program Application** means a record designed to collect client's data specific to each program offered by Maricopa County Human Services.
- 8.28 **Provider Profile** means a record designed to collect specific data and documentation required to register a provider as an authorized vender with Maricopa County (name, phone number, email address, completed W-9 and Landlord Verification form).
- 8.29 **Quality Assurance Review** means a thorough review of the data collected in the application, program application, and case to ensure that policies and procedures set into place for each program are being implemented correctly.
- 8.30 **Quality Assurance Specialist** means the designated staff person responsible for the review and approval of service authorizations in HSD Dynamics.
- 8.31 **Respondent** means the individual or organization responding to this solicitation.
- 8.32 **Results Oriented Management and Accountability (ROMA)** means a performance management prescribed by the federal Department of Health and Human Services for Community Action Agencies.
- 8.33 **Self-Sufficiency** means the ability of an individual or family to sustain a given status without ongoing support from social service agencies.
- 8.34 **Service Authorization** means a form to request payment of service, created for each month a payment will be delivered, and reviewed and approved by a supervisor and finance staff.
- 8.35 **State** means the State of Arizona
- 8.36 **Vulnerable Adult** means an individual who is eighteen years of age or older and who is unable to protect himself from abuse, neglect, or exploitation by others because of a physical or mental impairment. Vulnerable adult includes an incapacitated person as defined in A.R.S. 14-5101.

9.0 GENERAL REQUIREMENTS

- 9.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations. Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
- 9.2 The Contractor shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
- 9.3 The Contractor is an independent contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the County.
- 9.4 The Parties shall comply with the regulations prohibiting a conflict of interest.
- 9.5 The Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in the Contractor's organization or with which the Contractor (or one of its directors, officers, owners, trust certificate holders, or relatives) has a substantial interest, unless the Contractor has made full written disclosure of the proposed payments to the County and has received written approval, therefore.
- 9.6 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

10.0 ASSIGNMENT AND SUBCONTRACTING

- 10.1 No right, liability, obligation or duty under this Agreement may be assigned, delegated or subcontracted, in whole or in part, without the prior written approval of the County. The Contractor shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County agrees otherwise.
- 10.2 The Subcontractor's rate for the job shall not exceed that of the Contractor's rate, as bid in the pricing section, unless the Contractor is willing to absorb any higher rates, or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Contractor's invoice.

11.0 AVAILABILITY OF FUNDS

- 11.1 The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Contractor, as provided in this Agreement, actually are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the Contractor fully informed as to the availability of funds.
- 11.2 If any action is taken by any federal, state, local agency, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under, or in connection with, this Agreement, then the Parties may amend, suspend, decrease, or terminate their obligations under, or in connection with, this Agreement. In the event of termination, the Parties shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Parties shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

12.0 BUDGET ADJUSTMENTS

- 12.1 Any requests for reasonable budget adjustments shall be submitted ninety (90) calendar days prior to the Termination Date of this Agreement. Requests for financial adjustments to this Agreement shall be supported by appropriate documentation. If the County agrees to the budget adjustments, the County shall follow Paragraph 4.0 (Amendments) above.
- 12.2 The Contractor must receive prior written approval from the County to move funds from one budget line item to another. Budget adjustments that do not change the total Agreement amount may be documented by an Administrative Change Order approved and fully executed by the Chairman of the Board of Supervisors and the Contractor's authorized Representative as defined in Section 1 (General Provisions), Paragraph 6.0 (Administrative Change Orders). If a budget adjustment is necessary that either increases or decreases the Agreement amount, then the County shall follow Section 1 (General Provisions), Paragraph 4.0 (Amendments) of this Agreement to amend the Agreement.

13.0 DISPUTES

- 13.1 Except as may otherwise be provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, which shall not exceed one hundred twenty (120) calendar days.

Disputes which are not resolved in that time period, shall be submitted in accordance with the following formal dispute resolution process.

- 13.2 If a dispute cannot be resolved informally, then the Contractor shall notify the Department in writing by mailing notice of the dispute to the Assistant Director within ten (10) business days from expiration of the informal dispute resolution process described in Subparagraph 13.1 above.
- 13.3 The Assistant Director shall respond in writing to the Contractor within fourteen (14) business days. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) business days after the date the Contractor is served with the decision, the Contractor files a written notice of appeal with the Human Services Department Director.
- 13.4 The Human Services Department Director shall provide the Contractor with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.
- 13.5 Pending a final decision of the Director, the Contractor shall diligently proceed with its performance of this Agreement in accordance with the Assistant Director's decision.

14.0 SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void, or illegal by a court of competent jurisdiction shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

15.0 STRICT COMPLIANCE

Each Party's acceptance of the other Party's performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

16.0 SINGLE AUDIT ACT REQUIREMENTS

The Contractor is in receipt of federal funds through the County and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq.*). The Contractor shall comply with 2 C.F.R. 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The Contractor shall take corrective actions within six (6) months of the date of receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by the County that the Contractor is not in -compliance with the audit requirements.

17.0 AUDIT DISALLOWANCES

- 17.1 The Contractor shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit in the amount of the disallowance. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
- 17.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Contractor by the amount

of the disallowance or to require immediate repayment of the disallowed amount by the Contractor issuing a check payable to the County.

18.0 SUSPENSION OF WORK

The County may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the County determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Agreement.

19.0 STOP WORK ORDER

19.1 The County, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Agreement for a period of 90 calendar days after the order is delivered to the Contractor, and for any further period to which the Parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Contractor, or within any extension of that period to which the Parties shall have agreed, the County shall either:

19.1.1 cancel the stop work order; or

19.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this Agreement.

19.2 The County may make an equitable adjustment in the delivery schedule and/or Agreement price, and the Agreement shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

20.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

20.1 Notwithstanding anything to the contrary, this Paragraph shall not be deleted or superseded by any other provision of this Agreement.

20.2 This Agreement may be immediately terminated by the County if the Contractor defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Contractor's ability to perform any of its obligations under this Agreement. The County reserves the right to have service provided by persons other than the Contractor if the Contractor is unable or fails to provide required services within the specified time frame in the work statement.

20.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:

20.3.1 Non-performance of any obligations required by this Agreement.

- 20.3.2 Noncompliance with any applicable federal, state, or local laws, rules or regulations, including guidelines, policies, or directives.
- 20.3.3 Unauthorized expenditure of funds.
- 20.3.4 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB Uniform Guidance 2 C.F.R. § 200.
- 20.3.5 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 20.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Contractor shall, without intent to limit or with restrictions, be subject to the following:
 - 20.4.1 All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
 - 20.4.2 Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
 - 20.4.3 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Contractor at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under Agreement or rule.
 - 20.4.4 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
 - 20.4.5 The Contractor shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

21.0 COMPETITIVE BIDDING

- 21.1 If the Contractor is authorized to purchase supplies and equipment itemized in the Agreement for utilization in the delivery of agreement services, Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one (1) year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.
- 21.2 Contractor's own bidding procedures shall govern, as long as the procurement practices comport with federal law.
- 21.3 The Contractor shall maintain an accessible written procurement manual.

22.0 PROPERTY

- 22.1 Any County property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County, and title to all such property shall revert to the County upon the expiration or termination of this Agreement. The costs to repair such property are the responsibility of the Contractor within the limits budgeted in this Agreement.
- 22.2 Any Contractor property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the Contractor. Repair costs of such property shall be the responsibility of the Contractor.
- 22.3 The Contractor shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

23.0 NON-LIABILITY

Each Party and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions shall not be liable for any act or omission by the other Party or any and all of their respective agents, representatives, officials, officers, directors, employees, volunteers, agencies, boards, commissions, or Subcontractors occurring in the performance of this Agreement, nor shall either Party and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions be liable for purchases, Subcontract, or agreements made by the other Party or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, agencies, boards, commissions, or subcontractors in connection with this Agreement.

24.0 RECIPROCAL INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert witnesses' fees and other litigation costs) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Section 24 shall survive termination of this Agreement.

25.0 INSURANCE

- 25.1 Exceptions:
- 25.1.1 The Contractor as a public entity is exempt from the Insurance requirements but shall provide a Certificate of Insurance.
 - 25.1.2 The Contractor shall ensure the Insurance thresholds are met:
 - 25.1.2.1 Commercial Umbrella a limit of no less than \$2,000,000 for each occurrence
 - 25.1.2.2 General Aggregate Limit \$4,000,000
 - 25.1.2.3 Workers' Compensation a limit of no less than \$1,000,000 for each accident

25.1.2.4 Sexual Molestation and Physical Abuse not less than \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate

26.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of this Agreement. The provision applies to work performed by Subcontractors at all tiers.

27.0 TECHNICAL ASSISTANCE

The County will provide reasonable technical assistance to the Contractor to assist in complying with state and federal laws, and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations and standards. However, this assistance in no way relieves the Contractor of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

28.0 STAFF AND VOLUNTEER TRAINING

The County may make available to the Contractor the opportunity to participate in any applicable training activities conducted by the County.

29.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds \$100,000, the Contractor agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

30.0 LOBBYING

30.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

30.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the Contractor shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

31.0 RELIGIOUS ACTIVITIES

The Contractor warrants that none of its costs and none of the costs incurred by the Contractor or any of its Subcontractors will include any expense for any religious activities.

32.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the County or the Contractor or any Subcontractor under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

33.0 COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

34.0 SAFEGUARDING OF PARTICIPANT INFORMATION

34.1 The Contractor shall observe and abide by all applicable State of Arizona and federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contracted services. To the extent permitted by law, the Contractor shall release information to the County, Department, Attorney General's Office, or other designated agency as required by the County by the terms of this Agreement or by law.

34.2 The Contractor shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. §§ 41-161, *et seq.* MCHSD/CSD will advise the Contractor as to applicable policies and procedures adopted for such compliance.

34.3 The Parties understand that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Parties' responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

35.0 CONFIDENTIAL INFORMATION

35.1 Any information obtained in the course of performing this Agreement may include information that is proprietary or confidential to the County or the Contractor. This provision establishes the Parties' obligation regarding such information.

35.2 The Parties shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the other Party or from others in carrying out their respective functions (services) under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. The Parties' procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Agreement, a Party determines that the procedures and controls in place are not adequate, the other Party shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

35.3 Any requests to a Party for proprietary or confidential information related to the other Party shall be referred to the other Party for review and approval, prior to any dissemination.

36.0 RIGHTS IN DATA

The Parties shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any such available information that is relevant to this Agreement and to the performance under it.

37.0 COPYRIGHTS

If this Agreement results in a book or other written material, then the author is free to copyright the work, but the each Party reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

38.0 AGREEMENT COMPLIANCE MONITORING/AUDITING

- 38.1 The County shall monitor the Contractor's compliance with, and performance goals under, the terms and conditions of this Agreement as well as applicable federal regulations. On-site visits for compliance monitoring may be made by the County and its grantor agencies (or both the County and its grantor agencies) at any time during the Contractor's normal business hours, announced or unannounced.
- 38.2 The County will conduct on-site monitoring, at a minimum of once every two (2) years. Monitoring to include but not limited to: facilities, administrative and financial operations, and programmatic service delivery.
- 38.3 County will monitor monthly expenditures of funds, to determine over/under expenditure patterns. County staff will meet with CAP to discuss spending trends and methods to be used to ensure services are available throughout the term of the contract.
- 38.4 The Contractor will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring for inspection and copying. Failure of Contractor to administer, implement and perform as determined by federal regulations and County policies shall constitute non-compliance with this Agreement and is subject to the Default and Remedies for Noncompliance provided in this Agreement.

39.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS

- 39.1 The Contractor shall, during the term of this Agreement, immediately inform the Department in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the Contractor to notify the Department County of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.
- 39.2 The Department may request, and the Contractor shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of such other agreement or grant, when in the opinion of the Department the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.
- 39.3 If the Department determines that the award to the Contractor of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, then the Department will prepare an amendment to this Agreement effecting a cost adjustment. If the Contractor disputes the proposed cost adjustment,

then the dispute shall be resolved pursuant to the "Disputes" section contained in this Agreement.

40.0 MINIMUM WAGE REQUIREMENTS

The Contractor agrees and warrants that it shall pay all its employees engaged in performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended and as specified by Arizona law.

41.0 RECOGNITION OF COUNTY SUPPORT

The Contractor shall give recognition to the County and the funding source for its support when the Contractor publishes materials or releases public information that is paid for in whole or in part with funds received by the Contractor under this Agreement.

42.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS

42.1 Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website:

(<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1>)

which is hereby incorporated into this Agreement as if set forth in full herein. In connection with any service or other activity under this Agreement, Contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin.

42.2 The Contractor, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Contractor shall include this clause in all of its Subcontracts.

43.0 DISABILITY REQUIREMENTS

The Contractor agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2531 and 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

44.0 EQUAL EMPLOYMENT OPPORTUNITY

44.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

44.2 The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

44.3 The Contractor shall and shall cause its Subcontractors to comply with:

44.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);

- 44.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);
- 44.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);
- 44.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and
- 44.3.5 Arizona Executive Order 2009-09, as amended, *et seq.* which mandates that all persons shall have equal access to employment opportunities.

45.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Agreement, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200, *et seq.*

46.0 FINANCIAL MANAGEMENT

- 46.1 The Contractor agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 46.2 The Contractor shall comply with accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations.
- 46.3 The Contractor shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Contractor. All interest earned on the account shall be disposed of in a manner specified by the County in accordance with applicable state and federal regulations.
- 46.4 The Contractor shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, then it shall be in accord with generally accepted accounting principles.

47.0 RETENTION OF RECORDS

- 47.1 This provision applies to all financial and programmatic records, supporting document, statistical records and other records of the Contractor that are related to this Agreement.
- 47.2 The Contractor shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and state auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy, and make use of any and all of the records.

48.0 ADEQUACY OF RECORDS

If the Contractor's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, then the Contractor shall reimburse the County for the services not supported and documented.

49.0 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

- 49.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA using E-verify) and all other Federal

immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to Maricopa County upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Agreement and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer. I-9 forms are available for download at [USCIS.GOV](https://uscis.gov).

- 49.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Agreement to verify compliance with paragraph 49.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the Contractor and may pursue any and all remedies allowed by law, including, but not limited to; suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

50.0 DRUG FREE WORKPLACE ACT

The Contractor agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that Contractors and grantees of federal funds must certify that they will provide drug-free workplaces.

51.0 EMPLOYMENT DISCLAIMER

- 51.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.
- 51.2 The Parties agree that no individual performing under this Agreement on behalf of the Contractor is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.
- 51.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a Contractor agent, employee, or representative and that no rights of the Contractor civil service, the Contractor retirement, or the Contractor personnel rules shall accrue to or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend and hold harmless the Contractor with respect thereto.

52.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

- 52.1 The Contractor, by signing this Agreement, represents that he/she has the authority to bind the Contractor to the terms of this Certification. The Contractor, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:
- 52.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency or any state, or local jurisdiction;
 - 52.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; (2) the violation of any federal or State antitrust statutes or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 52.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 52.1.2 above; and
 - 52.1.4 Have not, within a three-year period preceding this Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 52.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

53.0 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

- 53.1 The Contractor agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on the Contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;
- 53.2 The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the Contractor and copies provided to County upon request; and
- 53.3 The Contractor shall insert the substance of this clause, including this Paragraph 53.0, in all subcontracts over the simplified acquisition threshold (\$250,000 as of June 2021).

54.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If the Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, then the Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

55.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

56.0 FORCE MAJEURE

- 56.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.
- 56.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 56.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

SECTION 2
SPECIAL PROVISIONS



Maricopa County
Human Services

1.0 STANDARDS

The Contractor shall perform the work and provide the services as identified in the Work Statement and shall immediately notify the Department whenever the Contractor is unable to, or anticipates an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The Contractor acknowledges that any inability to perform the work and provide the services, or comply with the standards set forth in, this Agreement may subject the Contractor to the remedies provided in the Section 1 (General Provisions), Paragraph 20.0, (Default and Remedies for Noncompliance).

2.0 COMPLIANCE WITH LAWS, RULES & REGULATIONS

This Agreement and the Parties to it, are subject to all applicable federal, state, or local laws, rules, and regulations. The Contractor comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement. Refer to Paragraph 4.0 (Default and Remedies for Noncompliance) provided in the Special Provisions.

3.0 AUDIT REQUIREMENTS

In accordance with A.R.S. § 11-624, the Contractor shall, at its own expense, file with the County by March 31st of each Agreement year, either:

- 3.1 Audited financial statements prepared in accordance with federal single audit requirements; or
- 3.2 Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant; or
- 3.3 A Comprehensive Annual Financial Report, prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

4.0 SYSTEM FOR AWARD MANAGEMENT

- 4.1 The Contractor must register in System for Award Management (SAM) www.sam.gov/SAM/ (a database of basic business information for Contractors), and obtain a Unique Entity Identifier (UEI) number through <http://fedgov.dnb.com/webform>.
- 4.2 The Contractor must remain current with their registration throughout the term of the Agreement.
- 4.3 For additional information on System for Award Management (SAM) and, UEI use this link: <https://www.sam.gov/SAM/pages/public/generalInfo/aboutSAM.jsf>

5.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

- 5.1 Contractor shall comply with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009 and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement.

6.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH CENTRAL REGISTRY

The Contractor shall ensure:

- 6.1 Background checks are conducted on all individuals providing direct services to children or vulnerable adults, the following shall apply:
 - 6.1.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of the Agreement.

- 6.1.2 Contractor shall request ADES to conduct Central Registry Background Checks on behalf of employees. The information contained in the Central Registry will be used as a factor to determine qualifications for positions that provide direct service to juveniles or vulnerable adults as follows:
 - 6.1.2.1 Any person, their employees or volunteers who apply for a agreement with MCHSD; or
 - 6.1.2.2 All employees of the Contractor; or
 - 6.1.2.3 A subcontractor of the Contractor and the subcontractor's employees; and
 - 6.1.2.4 Prospective employees of the Contractor or its subcontractor at the request of the prospective employer.
- 6.1.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
 - 6.1.3.1 A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification, or other benefit because the person has been granted a Central Registry exception.
 - 6.1.3.2 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults under this Agreement, persons shall certify on forms provided by ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 6.1.4 A person awaiting receipt of the Central Registry Background Check may provide direct services to clients after completion and submittal of the Direct Service Position certification form if the certification states:
 - 6.1.4.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 - 6.1.4.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- 6.1.5 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to program participants.
- 6.1.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Agreement.
- 6.1.7 The Contractor shall require each employee to complete and sign the Direct Service Position form and retain in a confidential file for five (5) years after termination of the Agreement.
 - 6.1.7.1 The Request for Search of Central Registry for Background Check form and the Direct Service Position form can be found at: <https://des.az.gov/documents-center> In the Document Center "Filter by Category" Select "Aging" and click on "Search". Document Number "AAA-1344A" "Direct Service Position".

6.1.7.2 Download forms, complete for each employee and submit to Arizona Department of Economic Security Division of Aging and Adult Services as instructed on the forms.

6.1.8 Upon request the Contractor shall make available valid Background Check information to County.

7.0 FINGERPRINTING

7.1 Contractor shall comply with, and shall ensure that all Contractor's employees, independent contractor, subcontractors, volunteers, and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprinting clearance cards, certification regarding pending or past criminal matters, and criminal records checks that relate to Agreement performance.

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

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

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

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

7.1.2.3 Upon request the Contractor shall make available valid Fingerprint information to County.

8.0 NON-DISCRIMINATION

8.1 The Parties shall comply with the following federal regulations:

8.1.1 Title VII of the Civil Rights Act of 1964, as amended;

8.1.2 Age Discrimination in Employment Act;

8.1.3 Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap;

8.1.4 The Fair Labor Standards Act of 1938, as amended;

- 8.1.5 Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in Agreement services on the basis of race, color, or national origin;
- 8.1.6 Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering Agreement services;
- 8.1.7 Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of Agreement programs, services and activities;
- 8.1.8 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of Agreement services:
 - 8.1.8.1 “Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, **(insert Contractor name here)** prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, and disability. The **(insert Contractor name here)** must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the **(insert Contractor name here)** must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the **(insert Contractor name here)** will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: **(insert Contractor contact person and phone number here)** “Para obtener este documento en otro formato o obtener información adicional sobre esta política, **(insert Contractor contact person and phone number here)**.”

SECTION 3
WORK STATEMENT



Maricopa County
Human Services

1.0 PROGRAM GOALS

Maricopa County is a designated Community Action Agency, authorized under the federal Community Services Block Grant (CSBG) Act to address the causes and conditions of poverty in local areas. The Maricopa County Human Services Department/Community Services Division (MCHSD/CSD) administers the Community Action Program activities, the primary purpose of the CSD is to provide a range of programs or services that are intended to:

- pursue the reduction of poverty,
- the revitalization of low-income communities; and
- the empowerment of low-income families and individuals to become fully self-sufficient.

Through partnerships with local municipalities or private, non-profit organizations community action programs and services are provided to residents in the local area.

2.0 SCOPE OF WORK

Community Action Program (CAP) Client Services:

CAP Client Services is a mandatory component of this Agreement that includes the delivery of Crisis Case Management and the coordination of Financial Literacy Training and Employment Assistance Services.

2.1 Crisis Case Management Services includes both financial and non-financial assistance to eligible households with low incomes to stabilize immediate, emergent needs for families that are facing eviction, disruption in utilities, experiencing insufficient food and/or nutrition, and/or are unemployed/underemployed.

2.1.1 Eligibility for financial assistance is determined and benefit payments made on behalf of program participants, these include but are not limited to, temporary emergency shelter, emergency rent, move-in assistance, utility payments or deposits, and emergency utility payments.

2.1.1.1 Eligibility criteria for financial assistance funds is defined in the MCHSD/CSD Policy & Procedure Program Manual.

2.1.2 The services shall also include non-financial assistance services that provides information and referral to other programs or services including referrals to child support enforcement.

2.1.3 Financial assistance funds are managed and allocated by MCHSD. Funds will be made available to the Contractor through the HSD Dynamics.

2.1.3.1 MCHSD/CSD will make payment directly to vendors upon authorization by County.

2.1.3.1.1 Contractor shall be required to reimburse the County for payments that do not meet the eligibility requirements in which they approved payment for on behalf of clients.

2.1.3.2 The County shall not be responsible for providing payment to unauthorized clients when an error was made by the Contractor.

2.1.3.2.1 The Contractor shall be responsible for fulfilling those payment authorizations directly.

2.1.4 Available Financial Assistance Services shall include the following:

2.1.4.1 Utility Assistance

2.1.4.1.1 Utility payments and deposits for heating and cooling;

- 2.1.4.1.2 Payment of water bills related to cooling (May 1–Oct 1); and
 - 2.1.4.1.3 Rental assistance where utility payment is included in rent.
 - 2.1.4.2 Rental Assistance
 - 2.1.4.2.1 Rental assistance to prevent eviction; and
 - 2.1.4.2.2 Move in assistance to include rental deposits and first month rent.
 - 2.1.5 Available Non-Financial Assistance Services shall include the following:
 - 2.1.5.1 Information and Referral - Referrals shall include but not limited to the following:
 - 2.1.5.1.1 SOLARI (formerly known as AZ 211) crisis case management services
 - 2.1.5.1.2 Community Legal Services (CLS) for households who are facing immediate eviction;
 - 2.1.5.1.3 Other MCHSD programs/ services;
 - 2.1.5.1.4 Referrals to child support enforcement services; and
 - 2.1.5.1.5 Assistance completing application for SNAP, AHCCCS, and Unemployment Insurance;
 - 2.1.5.2 Food or Nutrition Programs - Provision of food or nutrition services to counteract the impacts of starvation or malnutrition, including the provision of food boxes or referral to food banks or food distribution sites.
- 2.2 Financial Literacy Training
 - 2.2.1 On-site Financial Literacy Training will be provided by the MCHSD Community Services Division. To assist household in achieving financial empowerment and to build financial stability.
 - 2.2.2 Contractor shall promote and coordinate training classes to occur, at a minimum of twice a year.
- 2.3 Employment Assistance Services
 - 2.3.1 Services are intended to assist unemployed and underemployed individuals find jobs that offer a livable wage.
 - 2.3.2 Services will be provided through a partnership with MCHSD Workforce Development Division's [ARIZONA@Work](#) - Maricopa County program, with a focus on households who apply for utility or rental financial assistance services.
 - 2.3.3 The following Employment Assistance Services shall be available:
 - 2.3.3.1 Monthly job readiness/ employment workshops;
 - 2.3.3.2 Self-directed job search and career exploration activities; and
 - 2.3.3.3 Direct referrals to [ARIZONA@Work](#) - Maricopa County for intensive employment services.
- 2.4 Service Requirements:
 - 2.4.1 County Funded Financial Assistance Services
 - 2.4.1.1 Contractor shall conduct application intake for financial assistance services to clients that apply in person with a paper application or needing assistance applying online.
 - 2.4.1.2 On-site application process shall include the following:

- 2.4.1.2.1 Provide paper applications, or assist clients with completing the online application process;
- 2.4.1.2.2 Collect client eligibility documents for identified services, as required in the MCHSD/CSD Policy & Procedure Program Manual;
- 2.4.1.2.3 Information from the paper application shall be entered into HSD Dynamics within 24 hours;
- 2.4.1.2.4 Upload a copy of the paper application in HSD Dynamics;
- 2.4.1.2.5 Create an application in HSD Dynamics, as well as the program applications that the client is eligible for;
- 2.4.1.2.6 Upload eligibility documents in HSD Dynamics;
- 2.4.1.2.7 Research and enter vendor/provider information within twenty-four (24) hours from receiving provider documentation.
- 2.4.1.3 The Contractor will also process applications submitted through the HSD Dynamics portal and shall follow the process outlined below:
 - 2.4.1.3.1 Contractor shall review agency's queue and will assign twenty (20) applications per week, to Client Services Specialist;
 - 2.4.1.3.2 Upload eligibility documents in HSD Dynamics;
 - 2.4.1.3.3 Research and enter provider information within twenty-four (24) hours from receiving provider documentation;
 - 2.4.1.3.4 Contractor will disposition twenty (20) applications per week, which may include a combination of a rent and utility program application;
 - 2.4.1.3.5 Client Services Specialist will complete a minimum of ten (10) applications, per week, for supervisor review.
- 2.4.1.4 Contractor shall adhere to the following:
 - 2.4.1.4.1 Use the MCHSD/CSD Policy & Procedure Program Manual, as amended, in the provision of services;
 - 2.4.1.4.2 Document all services provided and supported by County funds in HSD Dynamics;
 - 2.4.1.4.3 Manage and monitor application queue in HSD Dynamics based on application submission date and assigned priority level;
 - 2.4.1.4.4 Document client's program involvement and progress in the required case note section of HSD Dynamics per the MCHSD/CSD Policy and Procedure Program Manual;
 - 2.4.1.4.5 Research provider profile and submit vendor information related to the County vendor registration process, if applicable;
 - 2.4.1.4.6 Conduct quality assurance review on all entered cases within ten (10) calendar days from the case start date;

- 2.4.1.4.7 Resolve rejected service authorizations and data entry errors within seven (7) calendar days from the rejection date;
 - 2.4.1.4.8 Maintain funds depletion patterns as required by MCHSD/CSD.
- 2.4.2 AZDES Low-Income Home Energy Assistance Program (LIHEAP) Application Intake
 - 2.4.2.1 Contractor shall adhere to the following intake requirements for AZDES funded LIHEAP services:
 - 2.4.2.1.1 Complete and submit client eligibility information in the designate DES LIHEAP Portal; and
 - 2.4.2.1.2 Comply with all applicable federal/ state regulations and related policy and procedures.
- 2.4.3 Local Rent/ Utility Financial Assistance Services
 - 2.4.3.1 Contractors shall leverage available local funds in the coordination and delivery of utility and rental assistance to ensure the availability of services through the term of the contract.
 - 2.4.3.2 Funds will be made available in HSD Dynamics. Corresponding rent/ utility services will be recorded in HSD Dynamics and MCHSD will make payments directly to vendor.
- 2.4.4 Information and Referrals
 - Contractor shall adhere to the following requirements:
 - 2.4.4.1 Document all internal and external referrals in HSD Dynamics, in accordance with the MCHSD/CSD Policy and Procedure Manual.
 - 2.4.4.2 Information regarding program referrals shall be reported in the MCHSD/CSD quarterly ROMA reports.
 - 2.4.4.3 Referrals to other MCHSD programs and/or services shall be documented and tracked in HSD Dynamics.
 - 2.4.4.4 Provide direct referrals to SOLARI to assist households with other crisis services.
 - 2.4.4.5 Referrals will be made to Community Legal Services to assist household who are facing immediate eviction for non-payment of rent or who received assistance and have a judgement that is not satisfied.
 - 2.4.4.6 Provide information and referrals to local government child support offices for clients who are custodial parents in single parent households.
- 2.4.5 Employment Assistance Services
 - Contractor shall adhere to the following requirements:
 - 2.4.5.1 Schedule and coordinate the delivery of on-site job readiness/employment related workshops which will be conducted by HSD Workforce Development Division.
 - 2.4.5.2 Document training/workshop attendance in HSD Dynamics case notes.
 - 2.4.5.3 Provide access to computers and related equipment for self-directed job search/career exploration activities.
 - 2.4.5.4 Refer clients (via HSD Dynamics) to [ARIZONA@Work](#) - Maricopa for occupational skills training and other workforce services.

- 2.4.5.5 Employment outcomes shall be documented in the HSD Dynamic case notes.
- 2.5 Facility Requirements:
 - 2.5.1 Contractor shall ensure staff on-site are able to navigate to websites and provide generalized assistance to clients. Staff shall provide access to through self-maintaining or partnership agreements, a computer lab to include multiple computers with internet access, fax machines, copier, phones, and basic office supplies to allow individuals access to the following:
 - 2.5.1.1 AZDES LIHEAP Application Portal;
 - 2.5.1.2 HSD Client Portal;
 - 2.5.1.3 ADOH Mortgage Assistance Portal;
 - 2.5.1.4 Online applications for AZDES Unemployment Insurance, Supplemental Nutrition Assistance Program (SNAP), and AHCCCS Health Insurance;
 - 2.5.1.5 Online job search and submission of application/ resume; and/or
 - 2.5.1.6 Information regarding scholarships and federal financial aid.
 - 2.5.2 Contractor shall ensure adequate space for the following:
 - 2.5.2.1 On-site workshops and training classes;
 - 2.5.2.2 Local job/career fairs; and
 - 2.5.2.3 Eligibility determination where confidential information cannot be overheard.
- 2.6 Reporting Requirements:
 - 2.6.1 Contractor shall submit programmatic and financial reports to MCHSD as listed below:
 - 2.6.1.1 Results Oriented Management and Accountability (ROMA/ROMA Next Gen) data and/or reports no later than the 10th business day after the end of each quarter of the fiscal year.
 - 2.6.1.2 Monthly invoices/claims with supporting documentation no later than the 10th business day, following the end of the month.
 - 2.6.1.3 The County reserves the right to add, remove, or revise reporting requirements to meet program goals.
 - 2.6.1.4 Failure to submit required reports in the designated timeframe listed may result:
 - 2.6.1.4.1 in a forfeiture of payment, if not submitted by the forty-fifth (45th) calendar days following the end of a month.
 - 2.6.1.5 in a forfeiture of final payment, if final program and fiscal reports is not submitted within the designated time period, determined by MCHSD following the Agreement term.
- 2.7 HSD Dynamics Access:
 - 2.7.1 Access to HSD Dynamics will be provided by MCHSD/CSD upon request from Contractor.

- 2.7.2 Contractor shall provide MCHSD/CSD information regarding staffs' name, position title, contact information, and confirmation of successful completion of background check.
- 2.7.3 MCHSD reserves the right to immediately remove access if it is determined Contractor's personnel is a risk to the County operations for any of the following reasons but not limited to:
 - 2.7.3.1 Approving clients for services they are not eligible for;
 - 2.7.3.2 Denying eligible clients services; and
 - 2.7.3.3 Accessing the HSD Dynamics for any purpose other than areas of responsibility.
- 2.7.4 MCHSD will provide Contractor programmatic ad hoc reports, as requested.
- 2.7.5 MCHSD reserves the right to deny Contractor's access to program data.
- 2.8 Staff Requirements:
 - 2.8.1 Contractor shall:
 - 2.8.1.1 Ensure staff and/or volunteers do not provide direct services to clients until all appropriate Background Checks and Fingerprint clearance have been completed with satisfactory results and procedures are in place if results are unsatisfactory;
 - 2.8.1.2 Maintain documentation that key staff have received appropriate training or hold appropriate certification/licensure in accordance with roles, responsibilities and job descriptions;
 - 2.8.1.3 Ensure that staff and volunteers do not have any conflicts of interest in the provision of services and management of programs;
 - 2.8.1.4 Provide staff and volunteers with supervision, equipment, materials and supplies necessary to perform contracted services;
 - 2.8.1.5 Provide training to all new employees and volunteers providing services under this Agreement, to include but not limited to the following:
 - 2.8.1.5.1 An overview of the MCHSD/CSD Policy and Procedure Manual; and
 - 2.8.1.5.2 Requirements of ARS §46-140.01 and ARS §1-501 and ARS § 1-502 regarding eligibility for state and local benefits.
 - 2.8.1.6 Maintain documentation that verifies case management staff have received relevant training and provide documentation upon request to MCHSD;
 - 2.8.1.7 The Contractor shall be required to notify MCHSD of staff changes and vacant positions within two (2) business days of staff changes. The Contractor shall fill case worker vacancies, no later than thirty (30) days after the vacancy occurs, to ensure service availability and clients are not turned away due to lack of staff. MCHSD may assist in the selection of the replacement candidate.
 - 2.8.2 Code of Conduct:
 - 2.8.2.1 The Contractor shall avoid any action that might create or result in the appearance of:

- 2.8.2.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Agreement.
 - 2.8.2.1.2 Actions on behalf of the County without appropriate authorization.
 - 2.8.2.1.3 Providing favorable or unfavorable treatment to anyone.
 - 2.8.2.1.4 Making a decision on behalf of the County that exceeds their authority, displaying preferential treatment or actions that would have unfavorable consequences for the County.
 - 2.8.2.1.5 Misrepresenting or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the County.
 - 2.8.2.1.6 Loss of impartiality when advising the County.
- 2.9 Community Action Program Meetings:
 - 2.9.1 MCHSD will facilitate quarterly meetings with CAP contractors to communicate new developments, discuss problems, address barriers to services, share ideas for improvements, and to address other identified topic areas.
 - 2.9.2 Contractor shall be required to ensure that a designated staff member participates in CAP meetings, as scheduled.
 - 2.9.3 Cooperation in Strategic Planning and Community Needs Assessment:
 - 2.9.4 Contractor shall participate in strategic planning initiatives which lead to the development of the five (5) year strategic plan and the annual Community Action Plan and provide information regarding the causes/condition of poverty within the designated geographic service area.
- 2.10 Training and Technical Assistance:
 - 2.10.1 To ensure successful program service delivery, MCHSD will provide/conduct training and technical assistance on:
 - 2.10.1.1 MCHSD/CSD Policy & Procedure Program Manual;
 - 2.10.1.2 MCHSD funded financial assistance services;
 - 2.10.1.3 Use of HSD Dynamics;
 - 2.10.1.4 Reports and forms, as required;
 - 2.10.1.5 Results Oriented Management and Accountability (ROMA)/ROMA Next Gen;
 - 2.10.1.6 Trauma Informed Care
 - 2.10.1.7 Motivational Interviewing
 - 2.10.1.8 Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;
 - 2.10.1.9 Review of program monitoring findings; and
 - 2.10.1.10 Other training and technical assistance as needed/required.
- 2.11 Limited English Proficiency:
 - 2.11.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.
 - 2.11.2 Applicable Program Rules and Regulations:
 - 2.11.2.1 Contractor shall comply with all applicable federal, state, and county regulations, laws, and rules as amended, including but not limited to the following:

- 2.11.2.2 COATS Human Services Reauthorization Act of 1998;
- 2.11.2.3 2 CFR 200–Uniform Administrative Requirements;
- 2.11.2.4 Personal Responsibilities and Work Opportunity Reconciliation Act of 1996;
- 2.11.2.5 Stewart B. McKinney Homeless Assistance Act;
- 2.11.2.6 ARS §46-241-State Short Term Crisis Services;
- 2.11.2.7 ARS §46-731–Utility Assistance;
- 2.11.2.8 ARS §46-741–Neighbors Helping Neighbors;
- 2.11.2.9 ARS §46-140.01-Verification of identity and citizenship and/or immigration status; and
- 2.11.2.10 ARS §§1-501-1-502, regarding eligibility for federal, state, or local public benefits.
- 2.11.3 The requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.
- 2.11.4 P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this Agreement to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- 2.11.5 A.R.S. § 23-722.01 as may be amended relating to new hire reporting,
- 2.11.6 A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
- 2.11.7 Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.
- 2.12 MCHSD Grievance Procedures:
 - 2.12.1 Contractor shall advise all applicants for and recipients of Agreement services of their right, at any time and for any reason, to present to the Contractor and the County any grievances arising from the delivery of Agreement services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services.
 - 2.12.2 Individuals seeking/receiving County funded assistance who feel that they have not been treated fairly may submit a written grievance to the MCHSD/CSD.
 - 2.12.3 Contractor shall follow MCHSD grievance procedures as outlined in the MCHSD/CSD Policy & Procedure Program Manual

2.13 Pandemic Award Performance

2.13.1 The Contractor shall establish a written plan that illustrates how the services and Agreement performance standards will be met in the event of a pandemic occurrence.

2.13.2 The pandemic performance plan shall include:

2.13.2.1 Key succession and performance planning if a sudden significant decrease in Contractor's workforce should occur.

2.13.2.2 Alternative methods to ensure services are available.

2.13.2.3 An up-to-date list of Contractor contacts and organizational chart.

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

2.13.2.5 After the official declaration of a pandemic, MCHSD may temporarily void the Award in whole or specific sections if the Awardee cannot perform to the standards agreed upon in the initial terms.

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

2.13.2.7 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, MCHSD, at its sole discretion may reinstate the temporarily voided Award.

SECTION 4
BUDGET AND COMPENSATION



Maricopa County

Human Services

1.0 BUDGET**1.1 Cash Match/Leverage Requirements**

- 1.1.1 The Contractor is required to leverage a minimum 25% cash match of the total Agreement award, to support administration and operating costs in the delivery of program services.
- 1.1.2 Contractor shall provide information regarding the revenue sources and amounts of cash match contributions.
- 1.1.3 Contractor shall also leverage local direct service funds in the coordination and delivery of utility and rental assistance services to ensure the availability of services through the term of the Agreement.
- 1.1.4 Contractor shall provide information regarding the sources of local funds and amounts to be leveraged.

1.2 Funding

- 1.2.1 Administrative Indirect costs shall not exceed 10% of the direct service cost.
- 1.2.2 The attached Operating Budget depicts the following:
 - 1.2.2.1 Maricopa County Funding
 - 1.2.2.2 Contractor Funding (Cash-Match)
- 1.2.3 Funding shall be provided in six (6) month timeframes to support minimum staffing levels as stated below:
 - 1.2.3.1 Funding for the timeframe of July 1, 2022 through December 31, 2022 will support a minimum staffing level of:
 - 1.2.3.1.1 6.5 full-time equivalent (FTE) positions to include 5.5 Client Services Specialist and 1 Quality Assurance Specialist
 - 1.2.3.2 Funding for the timeframe of January 1, 2023 through June 30, 2023 will support a minimum staffing level of:
 - 1.2.3.2.1 5 full-time equivalent (FTE) positions to include 4 Client Services Specialist and 1 Quality Assurance Specialist
- 1.2.4 Funding Sources for this Agreement are provided by the following Assistance Listing Number (ALN): government-wide collection of Federal programs, projects, services, and activities that provide assistance or benefits to the American public. The ALN contains financial and nonfinancial assistance programs administered by departments and establishments of the Federal government. Activities and Programs to be administered under this Agreement shall be funded through the following ALN funds:

- 93.667 Social Services Block Grant (SSBG)
 - 93.569 Community Services Block Grant (CSBG)
 - 93.558 Temporary Assistance for Needy Families (TANF)
 - 93.568 Low Income Home Energy Assistance Program (LIHEAP)
 - 21.023 Emergency Rental Assistance Program (ERA)

- 1.2.4.1 Subject to the availability and authorization of funds for the explicit purposes set forth below, the County shall pay the Contractor on a reimbursement basis for services rendered as indicated in the following subsections:

1.2.4.1.1 The provisions of the Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Contractor, as provided herein, are actually available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under the Agreement and the County shall keep the Contractor fully informed as to the availability of funds.

1.2.4.1.2 If any action is taken by any State agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under, or in connection with this Agreement, the County may amend, suspend, decrease, or terminate its obligations under or in connection with the Agreement. In the event of termination, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of the Agreement. The County shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

1.3 Cost Reimbursement

1.3.1 The County shall reimburse the Contractor for all allowable costs associated with the performance of work and the provision of services under the Agreement;

1.3.2 The Contractor shall submit a monthly invoice by the 10th day of the month.

1.3.2.1 Invoices shall be submitted to HSDFINANCE@MARICOPA.GOV;

1.3.2.2 Sufficient backup shall also be attached to the Claim, such as a General Ledger or detailed Expenditure Report, with the included charges circled or highlighted.

1.3.2.3 The Contractor shall submit June's invoice no later than the 15th of July of that same year;

1.3.3 Should the County discover a disallowance in the invoice, the following shall apply:

1.3.3.1 Contractor shall be notified and given the opportunity to submit a revised invoice; or

1.3.3.2 Invoice will be processed for payment without reimbursement for the disallowed costs;

1.3.3.3 If the Contractor protests the amount or the reasons for a disallowance, the Contractor shall submit a letter to MCHSD staff requesting a reevaluation of the submitted invoice.

1.3.3.4 If the Contractor is dissatisfied with the outcome of the invoice reevaluation, a protest can be submitted to the MCHSD Director. If the issue is not resolved, the Contractor may initiate a dispute in accord with the Maricopa County Procurement Code dispute procedures.

1.3.4 The County shall reimburse the Subrecipient on a net "0" payment standard.

1.4 Budget Adjustments

1.4.1 If changes do not result in an increase or reduction of the total Agreement budget amount and result in more than a 10% change in an budget category subtotal, changes will take place with budget change order sheets executed, approved and signed by both the MCHSD Assistant Director and Contractor agency director.

1.4.2 Changes that result in an increase or decrease in the total Agreement budget will require a formal amendment as listed in Section 1 (General Provisions), Paragraph 4.0 (Amendments).

1.5 Operating Budget

City of Surprise
Operating Budget

Contract Operating Period: July 1, 2022 through December 31, 2022

Service: Community Action Program (CAP) Client Services

Funding Sources

*County	\$268,125
Cash Match Contribution	\$59,900
Total Funding	\$328,025

Budget Categories

	Direct Service Costs	Administration Costs	Total Cost
Personnel/ERE	\$316,125	\$0	\$316,125
Travel	\$5,500	\$0	\$5,500
Materials & Supplies	\$6,000	\$0	\$6,000
Operating Services	\$400	\$0	\$400
Total Expenses			\$328,025

*Funding will be allocated internally on a monthly basis by Maricopa County Human Services Department/ Financial Services.
Based on fund availability, funds utilized may include, but are not limited to: SSBG, TANF, County Funds, CSBG, LIHEAP and ERA

**City of Surprise
Operating Budget**

Contract Operating Period: January 1, 2023 through June 30, 2023

Service: Community Action Program (CAP) Client Services

Funding Sources

*County	\$206,250
Cash Match Contribution	\$59,200
Total Funding	\$265,450

Budget Categories

	Direct Service Costs	Administration Costs	Total Cost
Personnel/ERE	\$259,950	\$0	\$259,950
Travel	\$0	\$0	\$0
Materials & Supplies	\$5,300	\$0	\$5,300
Operating Services	\$200	\$0	\$200
Total Expenses			\$265,450

*Funding will be allocated internally on a monthly basis by Maricopa County Human Services Department/ Financial Services.

Based on fund availability, funds utilized may include, but are not limited to: SSBG, TANF, County Funds, CSBG, LIHEAP and ERA

RESOLUTION # 2022-61

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE COMMUNITY ACTION PROGRAM SERVICES, ADDING TWO FULL-TIME EMPLOYEES, ACCEPTING GRANT FUNDING, AND AMENDING THE FISCAL YEAR 2023 BUDGET BY MOVING BUDGET AUTHORITY OF \$474,400 WITHIN THE GRANTS FUND TO PROJECT G51593.

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

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to offer Community Action Program Client Services out of the Surprise Resource Center;

WHEREAS, the hiring of two (2) Full-Time Employees is deemed necessary to support the Community Action Program Client Services provided under the intergovernmental agreement;

WHEREAS, all eligible expenditures pursuant to the intergovernmental agreement are on a reimbursement basis of up to \$268,125 from July 1 2022 – December 31 2022 and up to \$206,250 from January 1, 2023 – June 30, 2023, for a total of \$474,375 for the FY2023 budget;

WHEREAS, the FY2023 budget was adopted by Council Resolution #2022-56 on June 7, 2022;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2022 through June 30, 2023.

Section 2. The Intergovernmental Agreement between the City of Surprise and Maricopa County, attached as *Exhibit B*, is approved.

Section 3. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this ____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2022-61

Exhibit A

1. Appropriation - The allocations below represent the moving of budget authority in the amount of \$474,400 within the Grants Fund due to funding for administrative support for CAP services at the Resource Center. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51593 FY23 CAP	E	-	474,400	474,400
Grants	Human Svcs and Comm Vitality	#G51593 FY23 CAP	R	-	474,400	474,400
Grants/Contingency	General Operations	Contingency	E	4,000,000	(474,400)	3,525,600
Grants/Contingency	General Operations	Other	R	4,006,800	(474,400)	3,532,400
Expense Total				4,000,000	-	4,000,000
Revenue Total				4,006,800	-	4,006,800

2. Full-Time Equivalent (FTE) - The expansion of the Community Action Program service requires the addition of 2 new FTEs.

Fund	Department	Current FTEs	Increase/ (Decrease)	Amended FTEs
General Fund	Human Svcs and Comm Vitality	25.8	2.0	27.8

EXHIBIT B

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *MARICOPA COUNTY*



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 1, 2022

Contact Person: Seth Dyson, DIRECTOR - HSCV

Submitting Department: Human Svcs and Comm
Vitality

District: Internal

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County to facilitate temporary emergency shelter services, to accept grant funding, and to amend the Fiscal Year 2023 budget by moving budget authority of \$100,000 within the Grants Fund; Resolution #2022-71.

Motion:

I move to approve Resolution #2022-71.

Background:

The Interfaith Homeless Emergency Program (I-HELP) is designed to provide temporary shelter to eligible individuals experiencing homelessness on a short-term basis with the goal of connecting people to housing, employment, health care and other critical services. This topic first arose in Surprise through the Compassionate Surprise initiative in 2011. I-HELP has been very successful in parts of the valley, led by non-profit organizations with support from local governments and other donors.

Regional Partners - El Mirage, Youngtown, Peoria and Maricopa County. I-HELP is part of the larger Maricopa County system of addressing homelessness in collaboration with the MAG Regional Continuum of Care (CoC). I-HELP seeks to provide local shelter options, while supporting a coordinated regional plan to end homelessness while igniting investment in the region. The I-HELP model is currently being utilized successfully in several east and west valley communities, has been found to be effective in providing access to safe shelter, personalized service plans detailing the steps necessary to transition to a life of stability, as well as links to healthcare resources including substance abuse, behavioral health counseling, primary care and health screenings, employment and job training resources, and housing and benefits advocacy.

Objective Analysis:

This action will allow the Human Service & Community Vitality Department to continue to facilitate temporary emergency shelter services within the Northwest Valley through a contracted program operator.

Policy Compliant:

This item is compliant with City and Council Policies.

Financial Impact:

All service expenditures will be on a monthly reimbursement basis. Services will be provided by a non-profit partner through a pass-through one-time grant effective 7/1/2022 - 6/30/2023 in an amount not to exceed \$100,000. There is no city-match requirement.

Budget Impact:

This action will require moving of budget authority in the amount of \$100,000 within the Grants Fund from contingency to project G51693 to cover the projected expenses associated with the program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

None

ATTACHMENTS:

1. Res 2022-71 IGA Amend 3 Homeless Services
 2. City of Surprise Amendment No. 3
-

RESOLUTION # 2022-71

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO FACILITATE TEMPORARY EMERGENCY SHELTER SERVICES, ACCEPTING GRANT FUNDING, AND AMENDING THE FISCAL YEAR 2023 BUDGET BY MOVING BUDGET AUTHORITY OF \$100,000 WITHIN THE GRANTS FUND.

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

WHEREAS, the City and County (collectively, the “Parties”) previously entered into an IGA in 2019 in order to facilitate the services to include temporary emergency shelter services in the Northwest Valley from July 1, 2019 through June 30, 2020;

WHEREAS, the Parties have executed Amendment No. 1 on or about September 3, 2020 through Council Resolution 2020-84 to extend the Agreement term from July 1, 2020 through June 30, 2021;

WHEREAS, the Parties have executed Amendment No. 2 on or about September 15, 2021 through Council Resolution 2021-102 to extend the agreement term from July 1, 2021 through June 30, 2022;

WHEREAS, the Parties desire to enter into Amendment No. 3 to extend the Agreement term from July 1, 2022 through June 30, 2023;

WHEREAS, all other terms and conditions of the Agreement, as amended by Amendment No. 1 and Amendment No.2, remain in full force and effect;

WHEREAS, all service expenditures are on a reimbursement basis, up to \$100,000;

WHEREAS, the FY2023 budget was adopted by Council Resolution #2022-56 on June 7, 2022;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2022 through June 30, 2023.

Section 2. The Intergovernmental Agreement between the City of Surprise and the Maricopa County, attached as *Exhibit B*, is approved.

Section 3. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this ____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

1. Appropriation - The allocations below represent the moving of budget authority in the amount of \$100,000 within the Grants Fund to cover projected expenditures associated with temporary emergency shelter services. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51693 FY23 Maricopa Homelessness Grant	E	-	100,000	100,000
Grants	Human Svcs and Comm Vitality	#G51693 FY23 Maricopa Homelessness Grant	R	-	100,000	100,000
Grants/Contingency	General Operations	Contingency	E	4,000,000	(100,000)	3,900,000
Grants/Contingency	General Operations	Other	R	4,006,800	(100,000)	3,906,800
Expense Total				4,000,000	-	4,000,000
Revenue Total				4,006,800	-	4,006,800

EXHIBIT B

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *MARICOPA COUNTY*

AMENDMENT NO. 3
TO THE
AGREEMENT
BETWEEN MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE

- I. Maricopa County ("County") administered by its Human Services Department and the City of Surprise (Contractor) fully executed a financial Intergovernmental Agreement ("Agreement") on or about July 25, 2019. The County provided the Contractor with \$100,000 in Community Service Block Grant (CSBG) funds for the provision of temporary emergency shelter services, outreach, and case management to people experiencing homelessness in the Contractor's area. The Agreement contained a Start Date of July 1, 2019, and a Termination Date of June 30, 2020. The Agreement also provided the term may be extended for three additional one-year terms upon written agreement of the County and the Contractor. The County and the Contractor are referred to as the "Parties."

The Parties fully executed Amendment No. 1 on or about September 3, 2020. Among other things, it extended the Agreement term from July 1, 2020, through June 30, 2021 ("Renewal Period No. 1"), and provided the Contractor with a not-to-exceed amount of \$100,000 in CSBG fiscal year 2021 funding for the period of July 1, 2020, through June 30, 2021.

The Parties fully executed Amendment No. 2 on or about September 15, 2021. Among other things, it extended the Agreement term from July 1, 2021 through June 20, 2022 ("Renewal Period No. 2"), and provided the Contractor with a not-to-exceed amount of \$100,000 in CSBG fiscal year 2022 funding for the period of July 1, 2021 through June 30, 2022.

- II. The Parties agree to enter into this Amendment No. 3 to amend the Agreement as follows:
- A. In accordance with Section I (General Provisions), Paragraph 2.0 (Term/Effective Date/Renewal Life of the Agreement) and 3.0 (Amendments), extend the Agreement term from July 1, 2022 through June 30, 2023 ("Renewal Period No. 3").
 - B. Add that the County shall provide the Contractor with a not to exceed amount of \$100,000 in Community Services Block Grant (CSBG) fiscal year 2023 funding for the services identified in Section III (Work Statement) of the Agreement.
 - C. Revise Section I (General Provisions) to address the following paragraph:
 - 1. Paragraph 47.0 (Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights) delete Subparagraph 47.3 and replace with the following:
 - 47.3 The Contractor shall insert the substance of this clause, including this Paragraph 47.0, in all subcontracts over the simplified acquisition threshold (\$250,000 as of June 2021).

- D. Revise Section II (Special Provisions) to address the following paragraphs:
1. Paragraph 7.0 (DUNS Number and System for Award Management Registration), delete in its entirety and replace with the following:
 - 7.0 System for Award Management (SAM)
The Contractor must register in System for Award Management (SAM) www.sam.gov/SAM/ (a database of basic business information for Contractors and Subrecipients), and obtain a Unique Entity Identifier (UEI) number through <http://fedgov.dnb.com/webform>.
 - 7.1 The Contractor must remain current with their registration throughout the term of the Agreement.
 - 7.2 For additional information on System for Award Management (SAM) and, UEI use this link: <https://www.sam.gov/SAM/pages/public/generalInfo/aboutSAM.jsf>
 2. Add the following paragraph:
 - 22.0 Default and Remedies for Noncompliance
 - 22.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
 - 22.2 This Agreement may be immediately terminated by the County if the Contractor defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Contractor's ability to perform any of its obligations under this Agreement. The County reserves the right to have service provided by persons other than the Contractor if the Contractor is unable or fails to provide required services within the specified time frame in the work statement.
 - 22.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
 - 22.3.1 Non-performance of any obligations required by this Agreement.
 - 22.3.2 Noncompliance with any applicable federal, state, or local laws, rules or regulations, including Department of Treasury guidelines, policies, or directives.
 - 22.3.3 Unauthorized expenditure of funds.
 - 22.3.4 Improper disposition of program income.
 - 22.3.5 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200, et seq.
 - 22.3.6 Noncompliance with recordkeeping, record retention, or reporting requirements.

- 22.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Contractor shall, without intent to limit or with restrictions, be subject to the following:
 - 22.4.1 All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
 - 22.4.2 Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
 - 22.4.3 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Contractor at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under Agreement or rule.
 - 22.4.4 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
 - 22.5 The Contractor shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.
- E. Revise Section IV (Compensation) to address the following paragraphs:
- 1. Paragraph 4.0 (Funding), by deleting Subparagraph 4.3 and Subparagraph 4.5 replacing with the following:
 - 4.3 Activities and programs to be administered under this Agreement is provided by an Intergovernmental Agreement with Arizona Department of Economic Security (DI20-002264/C-22-20-039-3) through the following Assistance Listing Number (ALN) funds:
 - 4.3.1 93-569 Community Services Block Grant (CSBG).
 - 4.5 Subject to the availability and authorization of funds, the anticipated funding for this Agreement for fiscal year 2023 is \$100,000.
- F. Revise Section V (Attachments) to add for fiscal year 2023 the attached Attachment 1 titled Operating Budget for Fiscal Year 2023.

- III. Section II above contains all the changes to the Agreement made by this Amendment No. 3. All other terms and conditions of the Agreement and previously approved Amendments shall remain unchanged and in full force and effect as executed by the Parties.
- IV. The Parties have authorized the undersigned to execute this Amendment No. 3, and it shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment No. 3:

FOR CITY OF SURPRISE:**FOR MARICOPA COUNTY:**

Skip Hall
Mayor

Date

Bill Gates
Chairman of the Board of Supervisors

Date

Attested To:

Attested To:

City Clerk

Date

Juanita
Clerk of the Board

Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AMENDMENT NO. 3 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 3 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Date

Deputy County Attorney

Date

Attachment 1 Operating Budget for Fiscal Year 2023

Line Item	Justification			Total
Revenue				
I-HELP Shelter CSBG				\$100,000
	TOTAL			\$100,000
Expense				
Personnel				
		FTE	Hours	Total
Position 1	Program Manager	0.50	\$55,640	\$ 27,820
Position 2	Case Manager: Northwest Valley: (\$20 per hour/40 hours per week)	0.50		\$20,800
Position 3	Program Assistant (\$15 per hour/40 hours per week)	0.75		\$23,400
	TOTAL	1.75		\$72,020
Fringe Benefits				
Benefits-FICA (0.0765% total salaries)	16 % of total salaries			
Benefits-Health Insurance				
Benefits-Unemployment				
Benefits-Life & STD				
Benefits-Workers Compensation				
			TOTAL	\$11,523
Travel				
Local Program Mileage	(50 miles/month x \$0.585/mile x 12 months)			\$351
			TOTAL	\$351
Transportation: LSS-SW Vehicles				
Insurance	Not Requested			\$0
Fuel	Not Requested			\$0
Maintenance and Repairs	I-HELP Van maintenance and repairs			\$1,000
			TOTAL	\$1,000
Equipment				
1 Computer	Not Requested			\$0
Printer	Not Requested			\$0
Cell phones/data	Not Requested			\$0
			TOTAL	\$0
Supplies				
Office Supplies	(12 months)			\$250
Postage	(12 months)			\$0
Printing/Copying Supplies	(12 months)			\$200
Program Supplies - Other	(Misc. printer cartridges and supplies)			\$250
			TOTAL	\$700
Contractual				
Employee Background Checks	\$85 per 1 employees background check)			\$0
Operational leases				\$0
Advertising and Promotion	print and electronic media			\$350
Conferences and meeting	Training and development			\$0
Fees and dues	HMIS user licenses			\$200
Peer Monitors	Not Requested			\$0
			TOTAL	\$550
Other				
Rent	Space is donated by the churches (in-kind)			\$0
Food	Meals are donated			\$0
Phones, fax, and internet	\$70 per month x 12 months)			\$840
Cell Phones/Data	None Requested			\$0
Insurance-Building related	None Requested			\$0
West Valley Start up costs for additional host sites				\$500
			TOTAL	\$1,340
Direct Client Assistance				
Bus passes, fuel cards, job training, uniforms				\$3,425
			TOTAL	\$3,425
Total Direct Costs				\$90,909
Allocated Indirect Charges				
Total Indirect = x 10% City of Surprise approved indirect cost rate.				\$9,090.92
Indirect Cost				\$9,091
TOTAL PROGRAM COSTS				\$100,000



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 1, 2022 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to acceptance of a Quit Claim Deed from Courtland Homes for Rights-of-Way for roadway at Norwich and 181st Drive.

Motion:

I move to accept the Quit Claim Deed from Courtland Homes.

Background:

The Right of Way being dedicated is along Norwich Drive at 181st Drive. The right of way dedication will complete the needed right of way along Norwich Drive for the developer to complete the roadway improvements.

Objective Analysis:

The Development needs the additional right of way to complete the total width of Norwich Drive.

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. 5.5.22 Norwich Deed to COS CHI signed
 2. Norwich Drive Right of Way Dedication Location Map
-

When Recorded Mail To:

City Clerk
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

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

QUIT CLAIM DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Courtland Homes, Inc. ("Grantors")

Does hereby quitclaim to the City of Surprise, an Arizona municipal corporation, all of Grantor's right, title, and interest in the real property as legally described in Exhibit A and depicted in Exhibit B.

Dated this 25TH day of APRIL, 2022.

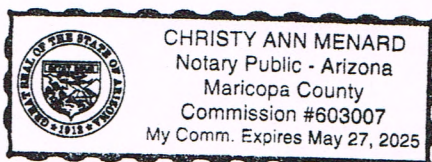
GRANTOR:

By: *Alan Hamberlin*

STATE OF Arizona)
)ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 25th day of April, 2022, by Alan Hamberlin.

My Commission Expires:



Christy Ann Menard
NOTARY PUBLIC *exp May 27, 2025*

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Skip Hall

Its: Mayor

Attest:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
)SS.

County of Maricopa)

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

Notary Public

My Commission Expires:

EXHIBIT A

July 19, 2021

LEGAL DESCRIPTION FOR AUSTIN RANCH NORWICH RIGHT OF WAY EASEMENT

The South 40' of the following described parcel of land described in Document Number 2014-0657206, Records of Maricopa County, Arizona, more particularly described as follows:

The South Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of the Northeast Quarter of Section 10, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, except the East 25 feet thereof for roadway and utilities.

Containing 0.280 Acres, more or less.

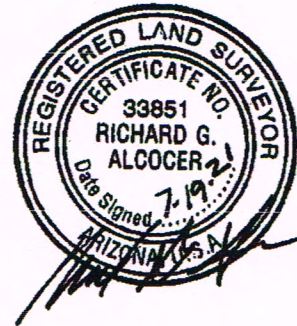
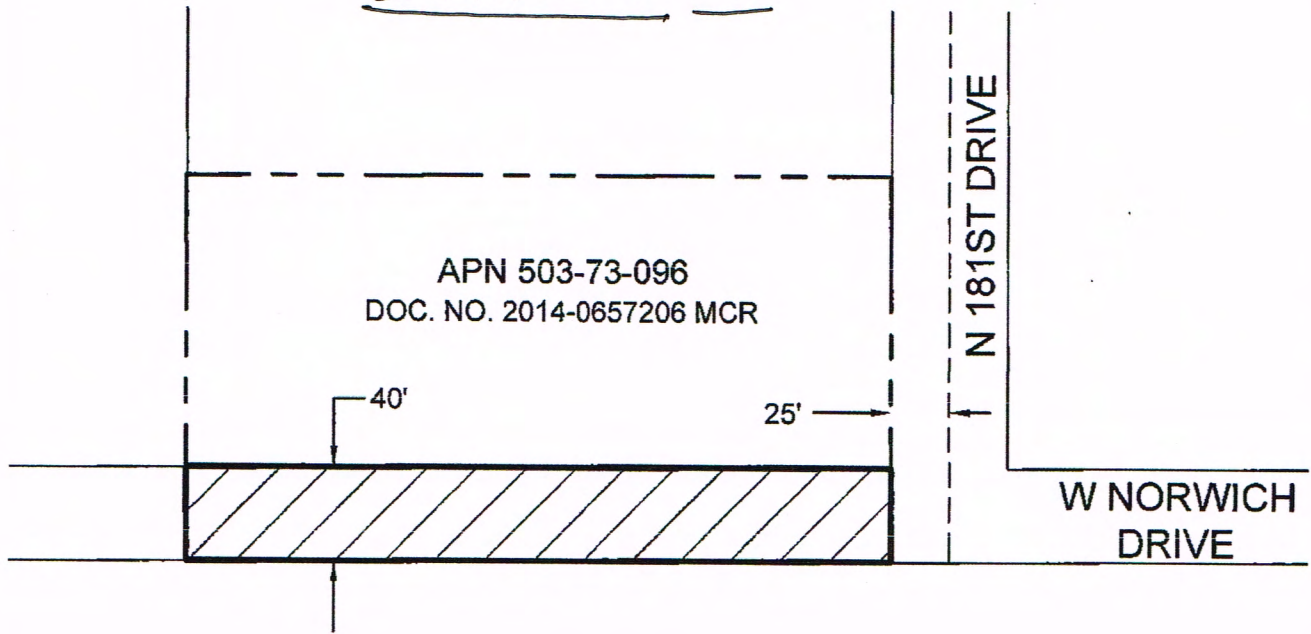


EXHIBIT B



Richard G. Alcocer

SCALE 1" = 80'

EXHIBIT

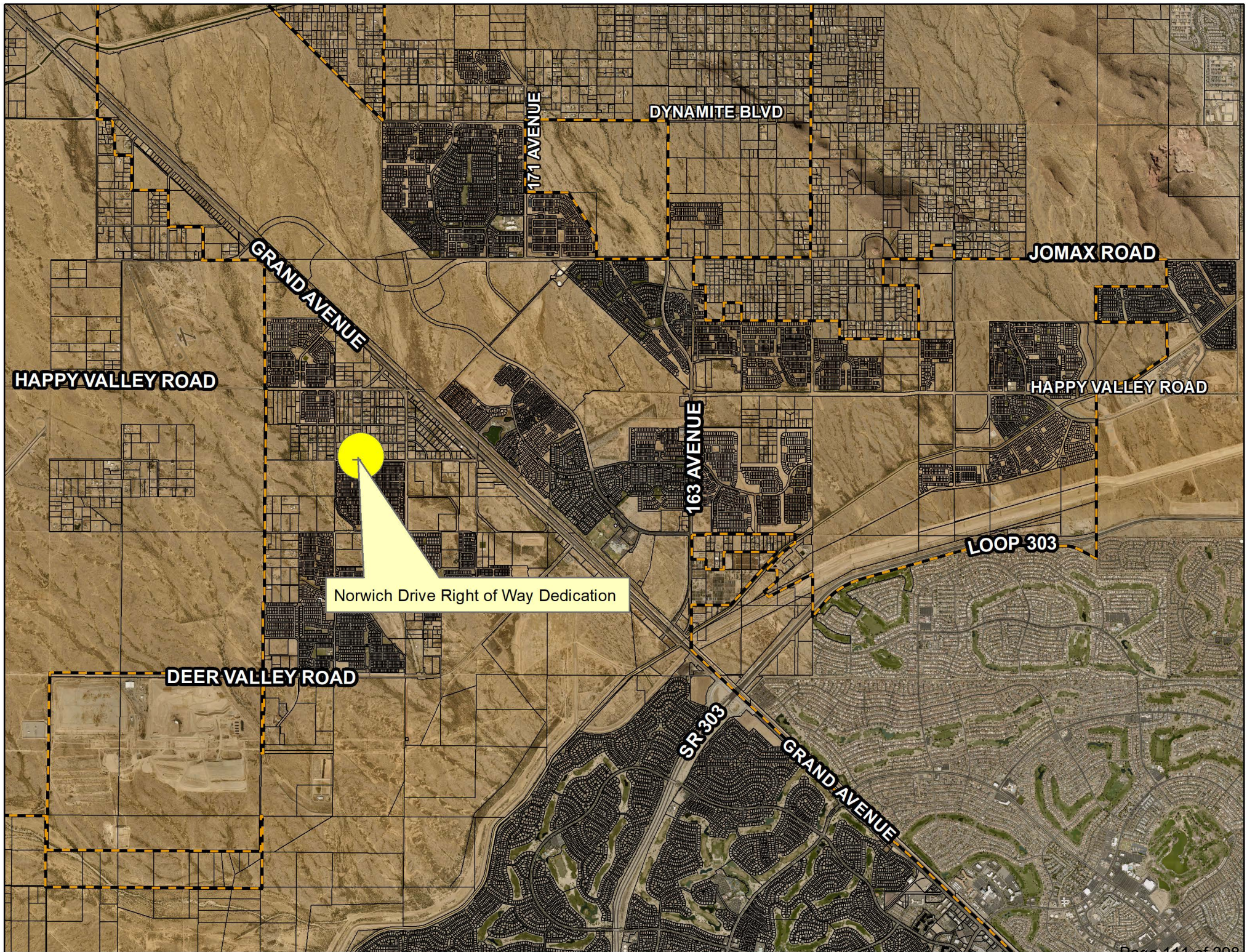
4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
<http://www.cvlci.com>

AUSTIN RANCH

NORWICH RIGHT OF WAY EASEMENT



1 OF 1





CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 1, 2022 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: Internal
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to acceptance of a Warranty Deed from Zander Lander, LLC and Red Leaf Holding, LLC for Right of Way for roadway on 151st Avenue north of Happy Valley Road.

Motion:

I move to accept the Warranty Deed from Zander Lander, LLC and Red Leaf Holding, LLC.

Background:

The Right of Way being dedicated is on 151st Avenue north of Happy Valley Road adjacent to the west side of Windstone Ranch. The right of way will be used by Lennar to develop 151st Avenue.

Objective Analysis:

The additional right of way will be needed by Lennar to continue the roadway improvements on 151st Avenue to complete access to the future development to the north.

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. Warranty Deed 151 Ave ROW Dedication part of Windstone Ranch North
 2. 151st Avenue Right of Way Dedication Location Map
-

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

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

WARRANTY DEED

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

Xander Lander, LLC, an Arizona limited liability company as to an undivided 50.00% interest and Red Leaf Holding, LLC, an Arizona limited liability company as to an undivided 50.00% interest, ("Grantor")

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

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

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

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

GRANTOR

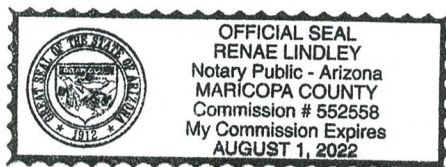
Xander Lander, LLC,
an Arizona limited liability company

By Kent A. Xander
Name: Kent A. Xander
Its: Manager

STATE OF ARIZONA)
 : ss
COUNTY OF MARICOPA)

On this 28th day of June, 2022 before me, a notary public in and for the State and County aforesaid, the undersigned officer, personally appeared KENT A. XANDER, who acknowledged himself to be the Manager of Xander Lander, LLC, an Arizona limited liability company, and that he as such Manager executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal.

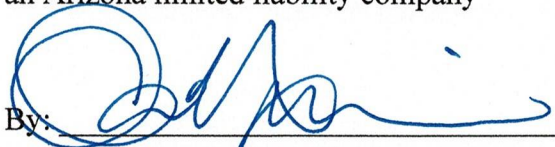


Renae Lindley
Notary Public for the
State of Arizona

GRANTOR

READ LEAF HOLDINGS, LLC,
an Arizona limited liability company

By: Red Leaf North, LLC,
an Arizona limited liability company

By: 

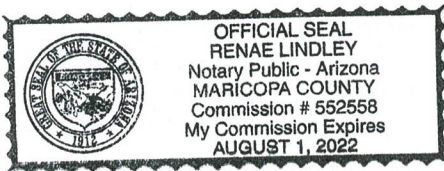
Name: Andrew Harrison

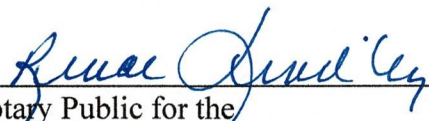
Title: Manager and Member

STATE OF ARIZONA)
 : ss
COUNTY OF MARICOPA)

On this 28th day of June, 2022 before me, a notary public in and for the State and County aforesaid, the undersigned officer, personally appeared ANDREW HARRISON, who acknowledged himself to be the Manager and Member of Red Leaf North, LLC, an Arizona limited liability company, and that he as such Manager and Member executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal.





Notary Public for the
State of Arizona

GRANTEE: City of Surprise, an Arizona
municipal corporation

By: _____
Skip Hall
Its: Mayor

ATTEST:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

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

My commission expires:

Notary Public:

Exhibit A



ONE COMPANY.
INFINITE SOLUTIONS.

**LEGAL DESCRIPTION
RIGHT OF WAY
XANDER LANDER/RED LEAF HOLDINGS
APN 503-54-004A
CITY OF SURPRISE, ARIZONA**

**LOCATED WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH,
RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.**

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT A FOUND 2-INCH ALUMINUM CAP STAMPED RLS 36562, ACCEPTED AS THE SOUTH
QUARTER CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST FROM WHICH THE
CALCULATED POSITION OF THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 4 NORTH,
RANGE 1 WEST, THEREOF BEARS S89°36'55"E A DISTANCE OF 2626.94 FEET;**

**THENCE, LEAVING THE SOUTH LINE OF SAID SECTION 5, N00°01'59"E A DISTANCE OF 1321.09 FEET TO
THE POINT OF BEGINNING;**

THENCE, N89°39'03"W A DISTANCE OF 40.00 FEET;

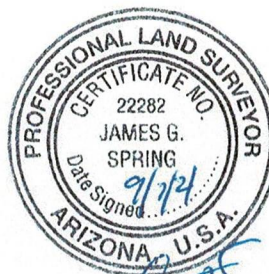
THENCE, N00°01'59"E A DISTANCE OF 229.99 FEET;

THENCE, N44°48'35"W A DISTANCE OF 11.19 FEET;

THENCE, N00°14'13"E A DISTANCE OF 67.11 FEET;

THENCE, S89°39'09"E A DISTANCE OF 47.65 FEET;

THENCE, S00°01'59"W A DISTANCE OF 304.99 FEET TO THE POINT OF BEGINNING.





ONE COMPANY.
INFINITE SOLUTIONS.

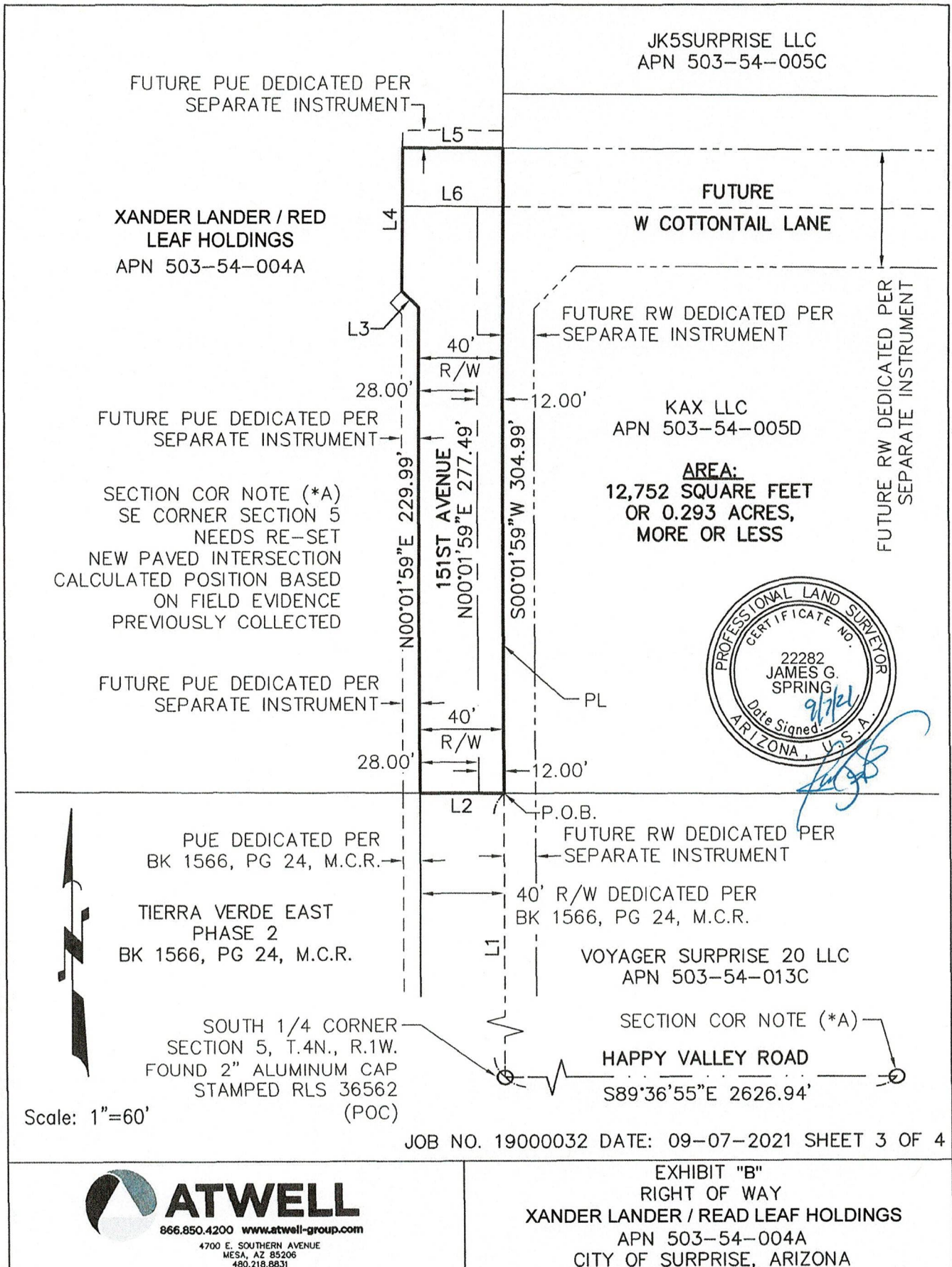
THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 12,752 SQUARE FEET OR 0.293 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

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

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 19000032
SEPTEMBER 7TH, 2021



Exhibit B



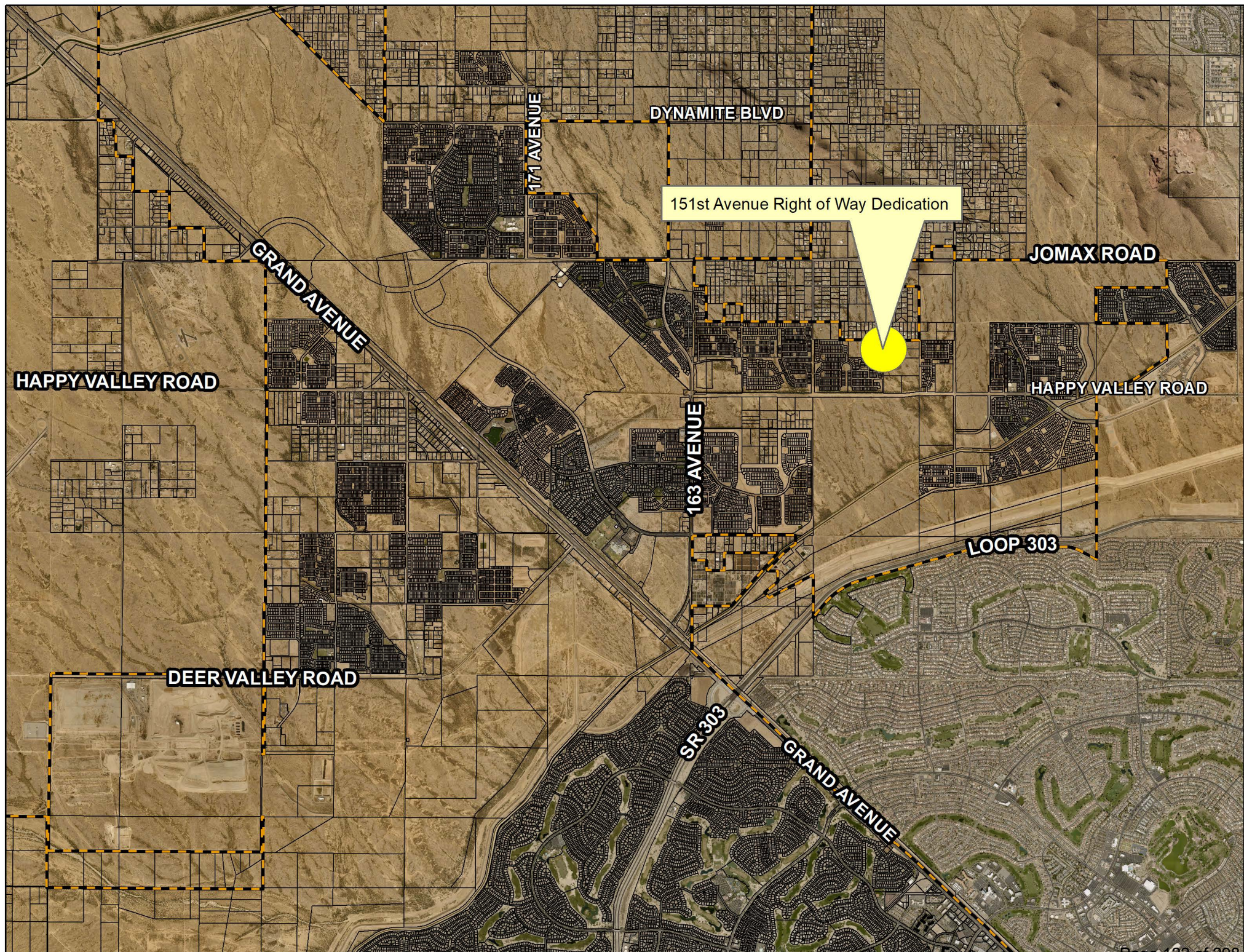
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N00°01'59"E	1321.09'
L2	N89°39'03"W	40.00'
L3	N44°48'35"W	11.19'
L4	N00°14'13"E	67.11'
L5	S89°39'09"E	47.65'
L6	S89°39'21"E	47.80'



JOB NO. 19000032 DATE: 09-07-2021 SHEET 4 OF 4



EXHIBIT "B"
RIGHT OF WAY
XANDER LANDER / RED LEAF HOLDINGS
APN 503-54-004A
CITY OF SURPRISE, ARIZONA





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 1, 2022

Contact Person: Tiffany Copp, Assistant Director

Submitting Department: Community Development District: Citywide

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of a five (5) year Inspection Services Agreement (ISA) with the Arizona Department of Housing; Resolution # 2022-77.

Motion:

I move to approve Resolution #2022-77.

Background:

This ISA serves to renew the agreement between the City of Surprise and the Arizona Department of Housing (ADOH) for a period of five (5) years, allowing City Staff to continue to permit, review and inspect the installation of manufactured homes, factory built buildings and mobile homes within the City's jurisdiction.

Objective Analysis:

The ADOH staff is small in size relative to their vast workload throughout the state. ADOH plan review and inspection time frames do not meet the performance standards currently in place, as set by the City of Surprise Building Safety Division. Current City of Surprise plan review standards would continue to allow an application to be reviewed several weeks sooner than an ADOH review. Further, City of Surprise Building Safety provides next business day inspection services, which is at least a day sooner than ADOH inspections are completed, due to their staff limitations. Relying exclusively upon ADOH staff for permitting and inspection services would increase installation cycle times and be a hindrance to development and the use of residential and commercial manufactured structures in the City of Surprise. The City has entered into previous agreements with ADOH (formerly OMH) for these same services on July 23, 2009 and June 2, 2015 (Resolution 2015-49).

Policy Compliant:

The adoption of the ISA is consistent with City and Council Policy.

Financial Impact:

Approval of this ISA will allow the City of Surprise to continue to collect revenue from the permitting and inspection of manufactured homes, factory-built buildings and mobile homes.

Budget Impact:

The budget impact associated with the adoption of this ISA will be the costs associated with providing the continued permitting and inspection services. As this is a continuation of services currently being provided by City Staff, the costs are already factored into the Community Development Department's operating budget for FY23.

FTE Impact:

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

ATTACHMENTS:

1. 22.07.08 EVR Res 2022-77 ISA AGR Final
 2. ISA Presentation (v2)
 3. 22.07.12 FINAL EVR v2 Surprise ISA Proposal
-

RESOLUTION # 2022-77

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SURPRISE, ARIZONA APPROVING AN AGREEMENT
BETWEEN THE STATE OF ARIZONA DEPARTMENT OF
HOUSING AND THE CITY OF SURPRISE FOR INSPECTION
SERVICES.**

WHEREAS, pursuant to A.R.S. § 41-4002, one of the purposes of the Arizona Department of Housing (“ADOH”) is to maintain the standards of quality and safety for manufactured homes, factory-built buildings, mobile homes, and the installation of the same;

WHEREAS, A.R.S. § 41-4004(A)(5) directs ADOH to enter into agreements with local enforcement agencies to enforce the installation standards in their respective jurisdictions consistent with the installation standards of ADOH; and

WHEREAS, it is the desire of both parties to eliminate the unnecessary duplication of inspections regarding installation standards within the jurisdiction of the City of Surprise,

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

Section 1. The Inspection Agreement between the City of Surprise and the ADOH, attached as ***Exhibit A***, is approved.

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

APPROVED AND ADOPTED this ____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INSPECTION AGREEMENT BETWEEN
THE CITY OF SURPRISE AND ADOH



Inspection Services Agreement: Arizona Department of Housing

Tiffany Copp, Assistant Director/ Community Development
August 1, 2022

BACKGROUND

ARS § 41-4004(A)(5) gives the State authority to enter into Inspection Services Agreements (ISA) with local jurisdictions to enforce installation standards and regulations (permitting, plan review and inspection) for:

- Manufactured Homes
- Factory-Built Buildings
- Mobile Homes

ISA BENEFITS

- City keeps permitting and inspection revenues
- City's standard scheduling and installation cycle times are maintained
- Residents/consumers can apply for permits locally
- Training and program monitoring by ADOH ensure the jurisdiction's compliance with standards, statutes and installer compliance, and decreases illegal installations which can lead to safety violations

REPORTING & AUDITS

City performs monthly electronic reporting to ADOH.

Audits are performed by ADOH (every one to two years) to ensure City's compliance with terms of agreement:

- Permitting and inspection records reviewed
- Onsite visits to review inspection practices
- Performed even if no activity since last audit

PERMIT DATA

FISCAL YEAR	PERMITS ISSUED	REVENUE
2016	8	\$12,067
2017	13	\$6,370
2018	13	\$6,236
2019	26	\$43,901
2020	21	\$59,559
2021	22	\$24,223
TOTAL:	103	\$152,356

STAFF RECOMMENDATION

Staff is recommending APPROVAL of the ISA with ADOH for a period of five (5) years, allowing City Staff to continue to permit, review and inspect the installation of manufactured homes, factory-built buildings and mobile homes within the City's jurisdiction.



Questions/ Comments?



INSPECTION SERVICES AGREEMENT

BETWEEN

ARIZONA DEPARTMENT OF HOUSING

AND

CITY OF SURPRISE

TO ENFORCE INSTALLATION STANDARDS

This **AGREEMENT** (“Agreement”) is entered into this _____ day of _____, 2022, by and between the **ARIZONA DEPARTMENT OF HOUSING**, an agency of the State of Arizona (“ADOH”) and the **CITY OF SURPRISE**, an Arizona municipal corporation, acting through its Community Development Department (“Agency”).

WHEREAS, pursuant to Arizona Revised Statutes (A.R.S.) § 41-4002, one of the purposes of ADOH is to maintain standards of quality and safety for manufactured homes, factory-built buildings, mobile homes, and the installation of the same.

WHEREAS, A.R.S. § 41-4004 (A) (5) directs ADOH to enter into agreements with local enforcement agencies to enforce the installation standards in their respective jurisdictions consistent with the installation standards of ADOH; and

WHEREAS, it is the desire of both parties to eliminate unnecessary duplication of inspections regarding installation standards within the Agency’s jurisdiction.

NOW, THEREFORE, in consideration of the premises and mutual promises and undertakings herein contained, and for other good and valuable consideration, the parties agree as follows:

1. Monitoring and Enforcement. For the duration of this Agreement, the Agency will monitor and enforce the installation standards set forth in A.R.S. § 41-4004 (A)(4) and the Arizona Administrative Code (A.A.C.), including but not limited to, R4-34-102, R4-34-204, R4-34-606, and R4-34-801 as they apply to installation standards and accessory structures.
2. Term. The term of this Agreement shall be for five (5) years from the date of this Agreement.
3. Standards of Performance. In exercising the authority delegated hereunder, the Agency shall perform to the same standards of performance that the law imposes upon ADOH in exercising the authority described in Section 1 hereof. In addition, the Agency shall not approve any installation unless the installer affixes a State Insignia of Approval as required by A.A.C. R434-802 (A) and pays to the Agency the fee established by ADOH pursuant to the authority of A.A.C. R4-34-501.

4. Reporting. The Agency shall complete electronic reporting to ADOH via an online portal on a monthly basis with each report to be submitted within the first ten (10) days of each month. A copy of each issued permit and corresponding installation inspection reports for mobile homes, HUD manufactured homes, or factory-built buildings shall be submitted within the portal. All permit and inspection activity shall be submitted to ADOH.
5. Fees Charged by the Agency. Permit fees charged by the Agency shall be the same as the Fee Schedule created by ADOH pursuant to its authority under A.R.S. § 41-4010 (A) (4), A.R.S. § 41-4010 (A) (5), and A.A.C. R4-34-501 and no more than permitted by R4-34-801(E). All fees collected by the Agency shall be kept by the Agency as compensation for the services performed by the Agency under this Agreement. The Agency shall not be entitled to any other compensation for services rendered by it under this Agreement.
6. Termination. Either party may terminate this Agreement at any time without cause by giving the other party thirty (30) days written notice prior to the date of termination. Additionally, ADOH may terminate this Agreement immediately and without notice, if ADOH determines that the installation standards required in the Agreement are not being maintained, or that local fees are not consistent with the inspection fees established by the Board of Manufactured Housing.
7. Qualifications of Personnel. The personnel that perform the functions delegated to the Agency in Section 1 shall each have no less than one year of experience as a building code inspector or manufactured housing installation inspector.
8. Inspector Training. All Agency inspectors performing under this Agreement shall participate in required initial and/or periodic training as set and coordinated by the ADOH.
9. Duties of ADOH. Should ADOH require inspections of any portion of the installation of mobile, manufactured homes, accessory structures, or factory-built buildings not required by the Rules referred to herein and not be covered under this Agreement, ADOH shall be responsible for the inspections and enforcement thereof.
10. Notices. All notices shall be mailed or delivered to the party to receive such notice to the following address:
 - a. If intended for ADOH to:

Arizona Department of Housing
Manufactured Housing and Building Division
1110 West Washington, Suite #280
Phoenix, Arizona 85007-2935
Attn: Tara Brunetti
Title: Assistant Deputy Director Phone:
(602) 771-1035

b. If intended for Agency, to:

City of Surprise
16000 N Civic Center Plaza
Surprise Arizona 85374
Attn: Chris Boyd
Title: Director
Phone: 623-222-3000

11. Interpretation and Amendments. This Agreement contains the entire agreement between the parties hereto. This Agreement shall not be amended or modified in any manner, except by an instrument in writing signed by the parties hereto.
12. Headings. Headings are for convenience only and are not to be construed as part of this Agreement.
13. Invalidity of a Term. The parties agree that in the event any term, covenant, or conditions herein contained should be held to be invalid or void, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant, or condition of this Agreement.
14. Dispute. In the event of any dispute between the parties under this Agreement, the parties agree that they shall submit the dispute to arbitration pursuant to A.R.S. §§ 12-133(D) and 12-1518.
15. Inspection and Audit. Pursuant to A.R.S. §§ 35-214 and 35-215, all books, accounts, reports, files, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement. Such records shall be produced at the Auditor General's Office or such other office as the parties hereto may mutually agree within a reasonable time after request.
16. Conflict of Interest. The parties acknowledge that this Agreement is subject to cancellation by the Governor of Arizona and the Agency pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.
17. Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order No. 2009-09.
18. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. The exclusive venue for any litigation, arbitration, administrative hearing, or the like concerning this Agreement or any matter arising therefrom shall be in Maricopa County, State of Arizona.

19. Unavailability of Funding. Every payment or financial obligation of the parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by any party at the end of the period for which funds are available. No liability shall accrue to any party in the event this provision is exercised, and neither ADOH nor Agency shall be obligated or liable for any future payments nor for any damages as a result of termination under this paragraph.
20. E-verify. To the extent applicable under A.R.S. § 41-4401, each party and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each party has the right to inspect the papers of the other party or its subcontractors participating in this Agreement and may result in the termination of the Agreement by a non-breaching party under terms of this Agreement.
21. Antitrust Violations. To the extent applicable, Agency assigns to ADOH any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Agency toward fulfillment of this Agreement.
22. Boycott of Israel. To the extent applicable and permitted by law, Agency warrants that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of goods or services from Israel as defined by A.R.S. § 35-393.01, as may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement and have executed this Agreement the day, month and year first written above.

ARIZONA DEPARTMENT OF HOUSING:

CITY OF SURPRISE:

Names: _____
Tara Brunetti, Asst. Deputy Director
Arizona Department of Housing

Name: _____
Skip Hall, Mayor

ATTEST: Sherry Aguilar, City Clerk

APPROVED as to form:

Robert Wingo, Attorney for City of Surprise



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 1, 2022
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 3

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

Agenda Wording:

Consideration and action declaring the intent to establish a lighting improvement district known as, "City of Surprise, Arizona, SU-Wassellreems201 Lighting Improvement District" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution #2022-72.

Motion:

I move to approve Resolution #2022-72.

Background:

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

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

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

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for the Fulton Homes at Prasada Phase 1A development.

Policy Compliant:

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

only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:

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

Budget Impact:

Funding was not included as part of the FY2023 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2023, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2024, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Res 2022-72 FS21-414- Fulton Homes at Prasada
 2. 02 SLID Petition_ Fulton Homes at Prasada Phase1A
 3. 03 FS21-414 - Fulton Homes at Prasada-Street Light Plan
 4. 04 FS21-414 Council Map-Fulton Homes at Prasada
-

RESOLUTION # 2022-72

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF EQUAL APPORTIONMENT OF TAXES BASED ON THE NUMBER AND CLASSIFICATION OF PROPERTIES WITHIN THE DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, SU-WADDELLREEMS201 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

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

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

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

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

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

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, SU-WADDELLREEMS201 LIGHTING IMPROVEMENT DISTRICT."

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

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

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of an equal apportionment of taxes based on the number and classification of properties within the District to be known and designated as "City of Surprise, Arizona SU-WaddellReems201 Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this __ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



**Legal Description
Exhibit A
FULTON HOMES AT PRASADA
STREET LIGHT IMPROVEMENT DISTRICT (SLID)**

Job No. 19-0751

November 10, 2021

A portion of the Northeast Quarter of Section 18, Township 3 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at an aluminum cap at the East Quarter corner of said Section 18, from which a brass cap in hand hole at the Northeast Corner of said Section 18 bears North 0 degrees 06 minutes 06 seconds East (Basis of Bearing), 2641.29 feet;

thence South 0 degrees 06 minutes 06 seconds West, 53.51 feet;

thence North 89 degrees 00 minutes 58 seconds West, 413.35 feet;

thence North 0 degrees 59 minutes 02 seconds East, 3.50 feet;

thence North 89 degrees 00 minutes 58 seconds West, 418.30 feet to the beginning of a curve, concave Southeast, having a radius of 30.00 feet;

thence Southwesterly 25.21 feet along the arc of said curve to the left through a central angle of 48 degrees 08 minutes 48 seconds to a point of reverse curvature of a curve, concave Northerly, having a radius of 90.00 feet;

thence Westerly 151.32 feet along the arc of said curve to the right through a central angle of 96 degrees 20 minutes 10 seconds to a point of reverse curvature of a curve having a radius of 30.00 feet;

thence Northwesterly 25.23 feet along the arc of said curve to the left through a central angle of 48 degrees 11 minutes 23 seconds;

thence on a non-tangent line North 0 degrees 59 minutes 02 seconds East, 49.93 feet;

thence North 89 degrees 00 minutes 58 seconds West, 969.16 feet;

thence North 0 degrees 06 minutes 49 seconds East, 2639.08 feet;

thence South 89 degrees 04 minutes 48 seconds East, 1978.23 feet;

thence South 0 degrees 06 minutes 06 seconds West, 2641.29 feet to the POINT OF BEGINNING.

Contains 5,279,289 square feet or 121.1958 acres, more or less, and being subject to any easements, restrictions and/or rights-of-way of record or otherwise.

This description shown hereon is not to be used to violate subdivision regulations of the state, county and/or municipality or any other land division restrictions.



Nov 10, 2021 8:39am S:\Projects\2019\19-0751\Legal Survey\Legals\19-0751 SLID.dwg

WADDELL ROAD

N89°04'48"W 2637.69'

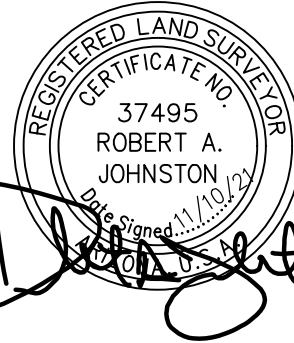
S89°04'48"E 1978.23'

659.46'

NORTH QUARTER CORNER
SECTION 18, T3N, R1W
FOUND 3" ALUMINUM CAP

SLID BOUNDARY
TOTAL LAND AREA:
5,279,289 Square Feet
121.1958± Acres, more or less

NORTHEAST CORNER
SECTION 18, T3N, R1W
FOUND CITY OF
SURPRISE BCHH



S00°06'49"E 2639.08'

REEMS ROAD

LINE TABLE

LINE	BEARING	LENGTH
L1	S00°06'06"W	53.51'
L2	N89°00'58"W	413.35'
L3	N00°59'02"E	3.50'
L4	N89°00'58"W	418.30'
L5	N00°59'02"E	49.93'

CENTER OF SECTION
SECTION 18, T3N, R1W
NOTHING FOUND OR SET

EAST QUARTER CORNER
SECTION 18, T3N, R1W
FOUND 3" ALUMINUM CAP
POINT OF BEGINNING

660.05'

N89°00'58"W 969.16'

N89°00'58"W 2638.86'

SWEETWATER AVENUE

1009.65'



200 0 400
scale feet

EXHIBIT B

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	25.21'	30.00'	48°08'48"	13.40'	24.47'	S66°54'38"W
C2	151.32'	90.00'	96°20'10"	100.55'	134.12'	N88°59'41"W
C3	25.23'	30.00'	48°11'23"	13.42'	24.49'	N64°55'17"W

19-0751

STREET LIGHT IMPROVEMENT DISTRICT (SLID)

FULTON HOMES AT PRASADA



EPS
GROUP

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

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

Expenses of the District (PICK ONE)

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

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

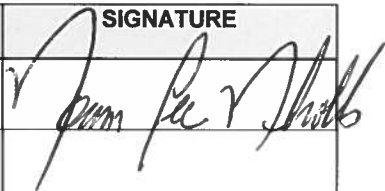
WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to form the District and to fulfill the purposes for which the District is organized, as the Mayor and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

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

SU-WaddellReems201

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Fulton Homes	SW of Reems & Waddell Road	501-40-001P 501-40-001G	



RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

AVAILABILITY

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

This rate schedule is frozen as of December 1, 2021. This means a Customer that was already taking service under this rate schedule before that date may continue service under this rate schedule, but no Customers connecting service after that date will be eligible to be served under this rate schedule.

DESCRIPTION

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

TIME PERIODS

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

CHARGES

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

I. FIXTURES (Includes Mounting Arm, if Applicable)

	Lumen	Watts	kWh	CHARGES	
				Investment by Company	Investment by Others
A. Acorn	3,835 LED	75	26	\$21.19	\$7.43
	4,796 LED	75	26	\$17.02	\$6.33
	5,003 LED	100	35	\$22.97	\$8.53
	5,904 LED	100	35	\$22.56	\$8.42
	6000 IND	85	29	\$18.85	\$5.03
B. Architectural	6,200 IND	85	29	\$9.92	\$3.85
	8,400 IND	100	34	\$10.47	\$4.27
	10,200 IND	120	41	\$11.51	\$4.89
	13,000 IND	150	52	\$12.71	\$5.81
	20,500 IND	200	69	\$14.48	\$7.22



RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

	Lumen	Watts	kWh	CHARGES	
				Investment by Company	Investment by Others
B. Architectural (cont)	22,500 IND	265	91	\$17.27	\$9.09
	3,300 LED	43	15	\$10.03	\$3.71
	3,800 LED	32	12	\$7.57	\$2.86
	3,900 LED	32	12	\$9.76	\$3.44
	4,050 LED	63	22	\$18.25	\$6.39
	4,100 LED	45	16	\$10.13	\$3.81
	4,800 LED	41	15	\$8.10	\$3.20
	5,000 LED	41	15	\$9.41	\$3.55
	5,100 LED	60	21	\$9.97	\$4.10
	5,300 LED	67	24	\$10.26	\$4.39
	5,800 LED	94	32	\$17.44	\$5.05
	5,890 LED	89	31	\$20.14	\$7.50
	6,000 LED	62	22	\$18.25	\$6.39
	6,000 LED	67	24	\$19.48	\$6.85
	6,400 LED	89	31	\$17.52	\$5.00
	6,810 LED	101	35	\$18.50	\$7.35
	7,100 LED	62	22	\$19.30	\$6.66
	7,400 LED	127	44	\$20.00	\$6.21
	7,500 LED	73	26	\$19.67	\$7.03
	7,700 LED	86	30	\$18.03	\$6.88
	8,200 LED	88	31	\$10.24	\$4.87
	8,200 LED	95	33	\$11.63	\$5.37
	8,300 LED	72	25	\$17.56	\$6.41
	8,300 LED	106	37	\$12.19	\$5.79
	8,500 LED	88	31	\$11.45	\$5.19
	9,020 LED	139	48	\$22.47	\$9.28
	9,200 LED	139	48	\$25.08	\$7.15
	9,900 LED	130	45	\$13.54	\$6.70
	10,000 LED	93	32	\$20.99	\$7.80
	10,000 LED	113	39	\$12.99	\$6.15
	10,600 LED	126	44	\$22.10	\$8.90
	11,100 LED	108	38	\$12.50	\$5.95
	11,500 LED	108	38	\$12.89	\$6.05
	12,300 LED	203	70	\$24.96	\$8.67
	12,900 LED	119	41	\$21.85	\$8.64
	13,260 LED	202	70	\$26.55	\$11.87
	13,620 LED	202	70	\$27.91	\$9.05
	14,000 LED	171	59	\$25.54	\$10.85
	15,000 LED	136	47	\$24.42	\$9.74
	15,400 LED	144	50	\$24.69	\$10.01
	18,300 LED	162	56	\$15.80	\$8.05
	19,200 LED	257	89	\$26.32	\$13.11
	20,000 LED	258	89	\$26.32	\$13.11

ARIZONA PUBLIC SERVICE COMPANY
Phoenix, Arizona
Filed by: Jessica E. Hobbick
Title: Manager, Regulation and Pricing
Original Effective Date: August 1, 1986

A.C.C. No. 6071
Canceling A.C.C. No. 5993
Rate Schedule E-58
Revision No. 55
Effective: December 1, 2021 in Decision No. 78317



RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

				CHARGES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
B. Architectural (cont)	20,300 LED	193	67	\$16.82	\$9.07
	21,000 LED	193	67	\$24.26	\$11.05
C. Cobra	6,200 IND	75	26	\$10.32	\$3.69
	6,400 IND	85	29	\$8.79	\$3.70
	8,000 IND	88	30	\$10.26	\$3.96
	8,400 IND	100	34	\$9.50	\$4.15
	10,200 IND	120	41	\$10.23	\$4.71
	13,000 IND	150	52	\$11.26	\$5.61
	15,250 IND	200	69	\$13.58	\$7.10
	22,500 IND	250	86	\$18.17	\$8.87
	Gray/Bronze 3,500 IND	55	19	\$10.28	\$3.20
	6,000 LED	95	33	\$16.70	\$5.02
	8,700 LED	142	49	\$18.78	\$6.40
	9,600 LED	157	54	\$19.98	\$6.90
	11,600 B-LED	181	62	\$18.64	\$7.29
	Gray/Bronze 3,300 LED	43	15	\$8.82	\$2.73
	Gray/Bronze 5,300 LED	67	23	\$10.24	\$3.47
	Gray/Bronze 8,300 LED	106	37	\$13.27	\$4.84
	Gray/Bronze 10,500 LED	130	45	\$14.77	\$5.57
	Gray/Bronze 20,000 LED	258	89	\$25.67	\$10.06
D. Decorative Transit	5,300 LED	75	26	\$27.86	\$5.99
	8,300 LED	100	34	\$29.83	\$6.83
	8,147 LED	75	26	\$35.03	\$11.13
	9,522 LED	100	35	\$35.40	\$11.84
	10,500 LED	150	52	\$32.02	\$8.35
	14,896 LED	150	52	\$39.16	\$14.00
	Double 8,147 LED	75	26	\$63.41	\$18.57
	Double 9,522 LED	100	35	\$63.34	\$19.18
	Double 14,896 LED	100	52	\$69.22	\$21.86
	Copper 6,000 IND	85	29	\$18.48	\$4.99
	Gray/Black 8,000 IND	88	30	\$14.56	\$4.53
	Gray/Black 4,350 LED	86	30	\$13.20	\$4.35
E. Flood	14,470 LED	148	51	\$23.44	\$9.75
	16,000 LED	125	43	\$22.70	\$9.00
F. Pendant	8,678 LED	75	26	\$25.82	\$8.67
	13,964 LED	100	35	\$27.27	\$9.68
G. Post Top	4,350 LED	86	30	\$13.15	\$5.57
	6,400 LED	30	30	\$13.15	\$5.57
	6,600 LED	83	29	\$13.06	\$5.48
H. Roadway	3,300 LED	43	15	\$9.27	\$3.51
	3,800 LED	32	12	\$7.09	\$2.73
	3,900 LED	32	12	\$8.99	\$3.23

ARIZONA PUBLIC SERVICE COMPANY
Phoenix, Arizona
Filed by: Jessica E. Hobbick
Title: Manager, Regulation and Pricing
Original Effective Date: August 1, 1986

A.C.C. No. 6071
Canceling A.C.C. No. 5993
Rate Schedule E-58
Revision No. 55
Effective: December 1, 2021 in Decision No. 78317



RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

				CHARGES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
	4,100 LED	45	16	\$9.36	\$3.60
	4,800 LED	41	15	\$7.60	\$3.07
	5,000 LED	41	15	\$8.93	\$3.42
	5,100 LED	60	21	\$9.49	\$3.98
	5,300 LED	67	24	\$9.78	\$4.26
	8,200 LED	88	31	\$9.52	\$4.67
	8,200 LED	95	33	\$11.13	\$5.23
	8,300 LED	106	37	\$11.50	\$5.60
	8,500 LED	88	31	\$10.95	\$5.05
	9,900 LED	130	45	\$13.04	\$6.56
	10,000 LED	113	39	\$12.49	\$6.01
	11,100 LED	108	38	\$11.78	\$5.76
	11,500 LED	108	38	\$12.39	\$5.92
	18,300 LED	162	56	\$14.92	\$7.82
	19,200 LED	257	89	\$18.72	\$11.09
	20,000 LED	258	89	\$18.72	\$11.09
	20,300 LED	193	67	\$15.94	\$8.84
	21,000 LED	193	67	\$16.66	\$9.03
Acorn	4,000 INC	295	103	\$10.32	\$5.77
	7,000 MV	175	73	\$13.37	\$7.67
	11,000 MV	250	96	\$16.74	\$10.22
	20,000 MV	400	150	\$26.29	\$14.90
	9,500 HPS	100	41	\$28.54	\$9.73
	16,000 HPS	150	69	\$31.69	\$12.29
Architectural	9,500 HPS	100	41	\$16.22	\$7.74
	16,000 HPS	150	69	\$19.36	\$18.94
	30,000 HPS	250	99	\$22.48	\$13.29
	50,000 HPS	400	153	\$27.74	\$19.13
	14,000 MH	175	72	\$22.70	\$12.44
	21,000 MH	250	101	\$25.77	\$15.34
	36,000 MH	400	159	\$32.22	\$21.10
	8,000 LPS	55	30	\$23.59	\$10.36
	13,500 LPS	90	50	\$27.81	\$12.50
	22,500 LPS	135	72	\$31.77	\$15.24
	33,000 LPS	180	90	\$38.21	\$17.95
Cobra	5,800 HPS	70	29	\$9.21	\$5.45
	9,500 HPS	100	41	\$10.84	\$6.67
Roadway	16,000 HPS	150	69	\$13.58	\$9.31
	30,000 HPS	250	99	\$16.38	\$12.10

ARIZONA PUBLIC SERVICE COMPANY
Phoenix, Arizona
Filed by: Jessica E. Hobbick
Title: Manager, Regulation and Pricing
Original Effective Date: August 1, 1986

A.C.C. No. 6071
Canceling A.C.C. No. 5993
Rate Schedule E-58
Revision No. 55
Effective: December 1, 2021 in Decision No. 78317



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

				CHARGES	
				Investment by Company	Investment by Others
Cobra Roadway		Lumen	Watts	kWh	
		50,000 HPS	400	153	\$22.22
		14,000 MH	175	72	\$15.79
		21,000 MH	250	101	\$18.45
		36,000 MH	400	159	\$24.30
Decorative Transit		8,000 FL	100	38	\$18.15
		9,500 HPS	100	41	\$39.13
		16,000 HPS	150	69	\$38.91
		30,000 HPS	250	99	\$44.80
Flood		30,000 HPS	250	99	\$21.74
		50,000 HPS	400	153	\$26.97
		21,000 MH	250	101	\$23.20
		36,000 MH	400	159	\$28.30
Post Top	Colonial Gray	8,000 FL	100	38	\$19.56
	Colonial Gray	9,500 HPS	100	41	\$11.19
	Colonial Black	9,500 HPS	100	41	\$12.88
	Decorative	9,500 HPS	100	41	\$34.25

The following lamps will be available for 90 days following the effective date of revision 55. At that time these lamps will be frozen consistent with all other elements of this schedule.

				CHARGES	
				Investment by Company	Investment by Others
ARCHITECTURAL/RW BRONZE		Lumens	Watts	kWh	
		4,300 LED	45	16	\$10.34
		20,100 LED	174	60	\$16.51
COBRA/GRAY		21,000 LED	174	60	\$24.11
		20,100 LED	174	60	\$15.61
		21,000 LED	174	60	\$16.35
ROADWAY/GRAY		4,300 LED	45	16	\$9.79
		5,400 LED	60	21	\$9.69
ROADWAY		8,600 LED	95	33	\$11.36
POST TOP/SALEM BLACK		6,400 LED	83	29	\$12.49
		4,350 LED	86	30	\$12.59
TOWN AND COUNTRY/GRAY		5,600 LED	56	20	\$9.16
TOWN AND COUNTRY/BLACK		5,600 LED	56	20	\$9.16



RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

DECORATIVE TRANSIT/SINGLE	3,720 LED	37	13	\$38.81	\$11.27
ROADWAY ARCHITECTURAL -BRONZE	3,408 LED	31	11	\$8.38	\$3.02
	4,800 LED	43	15	\$8.76	\$3.40
	4,900 LED	43	15	\$8.61	\$3.36
	7,810 LED	68	24	\$11.21	\$4.68
	8,165 LED	68	24	\$11.20	\$4.68
	11,000 LED	96	34	\$12.19	\$5.64
	11,500 LED	98	34	\$12.15	\$5.63
COBRA ROADWAY/GRAY	3,408 LED	31	11	\$7.75	\$2.85
	4,800 LED	43	15	\$8.13	\$3.23
	4,900 LED	43	15	\$8.18	\$3.24
	7,810 LED	68	24	\$10.41	\$4.47
	8,165 LED	68	24	\$10.60	\$4.51
	11,000 LED	96	34	\$11.39	\$5.42
	11,500 LED	96	34	\$11.29	\$5.40
FLOOD	14,500 LED	96	34	\$14.71	\$6.31

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.
2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.
3. Listed kWhs reflect the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.
4. HPS = High Pressure Sodium
5. MH = Metal Halide



RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

6. LPS = Low Pressure Sodium
7. FL = Fluorescent
8. INC = Incandescent. Incandescent lighting charges are applicable and available only to those Customers being served and those installations in service on November 1, 1986.
9. MV = Mercury Vapor. Mercury Vapor lighting charges are applicable and available only to those Customers being served and those installation in service on November 1, 1986 in accordance with A.R.S. §49-1104(A).
10. LED = Light Emitting Diode
11. IND = Induction

II. POLES

			CHARGES		
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	\$12.84	\$1.77
			22 ft.	\$14.45	\$1.99
			25 ft.	\$15.64	\$2.16
			30 ft.	\$17.96	\$2.47
			32 ft.	\$18.87	\$2.50
		2 Simplex Adapters	12 ft.	\$13.69	\$1.89
			22 ft.	\$15.73	\$2.17
			25 ft.	\$16.41	\$2.26
			30 ft.	\$19.07	\$2.63
			32 ft.	\$20.34	\$2.81
	Square Steel	5"	13 ft.	\$14.72	\$2.02
			15 ft.	\$13.15	\$1.81
			23 ft.	\$15.60	\$2.15
			25 ft.	\$17.15	\$2.36
			28 ft.	\$19.04	\$2.62
			32 ft.	\$18.93	\$2.61
	Concrete		12 ft.	\$43.87	\$6.04
Fiberglass		12 ft.	\$37.15	\$5.11	
Decorative Transit	4"	16 ft.	\$36.22	\$5.00	
Decorative Transit	6"	30 ft.	\$69.93	\$9.63	
Hinged Poles	Square	15 ft.	\$13.92	\$1.14	
	Round	19 ft.	\$12.59	\$1.03	

ARIZONA PUBLIC SERVICE COMPANY
Phoenix, Arizona
Filed by: Jessica E. Hobbick
Title: Manager, Regulation and Pricing
Original Effective Date: August 1, 1986

A.C.C. No. 6071
Canceling A.C.C. No. 5993
Rate Schedule E-58
Revision No. 55
Effective: December 1, 2021 in Decision No. 78317



RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

				CHARGES		
			Height	Investment by Company	Investment by Others	
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	\$12.35	\$1.69	
			22 ft.	\$13.97	\$1.92	
			25 ft.	\$15.14	\$2.09	
			30 ft.	\$17.48	\$2.42	
			32 ft.	\$18.37	\$2.53	
		2 Simplex Adapters	12 ft.	\$13.19	\$1.81	
			22 ft.	\$14.74	\$2.02	
			25 ft.	\$15.91	\$2.18	
			30 ft.	\$18.58	\$2.55	
			32 ft.	\$19.84	\$2.73	
		3 Bolt	32 ft.	\$22.80	\$3.13	
	Square Steel	5"	13 ft.	\$14.24	\$1.97	
			15 ft.	\$14.56	\$1.99	
			23 ft.	\$15.11	\$2.09	
			25 ft.	\$16.67	\$2.31	
			28 ft.	\$18.52	\$2.55	
			32 ft.	\$19.23	\$2.63	
C. Direct Bury	Round Steel		19 ft.	\$19.43	\$2.68	
			30 ft.	\$15.17	\$2.81	
			38 ft.	\$18.51	\$2.88	
		Self	40 ft.	\$22.80	\$3.61	
			Stepped	25 ft.	\$52.45	\$4.28
				32 ft.	\$55.24	\$4.51
				49 ft.	\$68.57	\$9.45
		Square Steel	4"	34 ft.	\$16.74	\$2.90
				5"	20 ft.	\$15.90
			30 ft.		\$16.57	\$2.73
			38 ft.		\$17.98	\$3.12
	8"		28 ft.	\$30.01	\$2.44	
			32 ft.	\$31.37	\$2.57	
			Decorative Transit		41 ft 6	\$21.60
	Decorative Transit		47 ft.	\$26.91	\$3.96	
	Steel Distribution Pole (for lighting only)		35 ft.	\$24.84	\$3.27	
	D. Post Top	Decorative Transit Anchor Base		16 ft.	\$37.00	\$5.08
Gray Steel/Fiberglass		23 ft.	\$12.83	\$2.11		
Black Steel		23 ft.	\$14.14	\$2.33		
E. Existing distribution pole suitable for streetlight use			\$1.56			
F. FROZEN	Wood Poles	30 ft.	\$9.44	\$1.64		
		35 ft.	\$9.44	\$1.56		



RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

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

III. ANCHOR BASE

		CHARGES	
	Height	Investment by Company	Investment by Others
A. Flush	4 ft.	\$10.45	\$1.44
	6 ft.	\$12.47	\$2.16
B. Pedestal	8 ft.	\$14.29	\$2.49
	For 32' Round Steel Pole only 4 ft. 6"	\$9.91	\$1.71

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

		CHARGE
		Company Owned
Underground Circuit Charges:		
a. Per foot of cable, installed under paving		\$0.16652
b. Per foot of cable, not installed under paving		\$0.05877



RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

V. DETERMINATION OF CHARGES FOR NEW EQUIPMENT

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

Step 1 Determination of Charges for each Charge Type

Charge Type	Monthly Charge		Cost Inputs		PV Factor		Monthly Fixed Charge Rate
			Equipment Cost				
1	Carrying Cost (fixtures)	=	(installed)	x	NA	x	1.518%
			Equipment Cost				
2	Carrying Cost (poles)	=	(installed)	x	NA	x	1.296%
			Equipment Cost				
3	Fixture Replacement Cost	=	(installed)	x	0.257	x	1.518%
			Equipment Cost				
4	Pole, Anchor Replacement Cost	=	(installed)	x	0.110	x	1.296%
5	Lighting O&M	=	O&M Cost (lifecycle)	x	0.427	x	1.518%
			kWh				
			Input				
					\$/kWh		
6	Generation	=	kWh per month	x	\$0.06621		
7	T&D, RCS, SB	=	kWh per month	x	\$0.02682		

Step 2 Determination of Total Monthly Charge

The total monthly charge will be the summation of the charges for each applicable charge type

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

TRIP CHARGE

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



ADJUSTMENTS

The bill will include the following adjustments:

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

SERVICE DETAILS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.
2. The Customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by Customer. If the maintenance requires cable replacement or repairs, the Company will use reasonable efforts to complete said repairs within twenty (20) working days.
3. The Customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.
4. Lighting equipment which is not specified in this rate schedule will be billed at the rates corresponding to the most similar equipment, as determined by the Company.



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

5. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.
6. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.
7. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.
8. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill (for example, service connection charges).

THESE DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR MODIFIED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.
H:\2021\21119-Fulton at Prasada SL & SE\21119-Phase 1A-SL.dwg

FULTON AT PRASADA

PHASE 1A

STREET LIGHT PLAN

A PORTION OF THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 2
WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN. MARICOPA COUNTY, ARIZONA

STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:

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

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

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

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

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

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

5.01 GENERAL:

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

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

5.02 WORKING / "AS BUILT" PLANS:

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

5.03 LIGHT POLES:

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

5.04 EMBEDMENT:

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

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:

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

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

5.06 WIRING:

WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:

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

5.08 PULL BOXES:

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

5.09 TRENCH

TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

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

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

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:

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

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

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

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

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

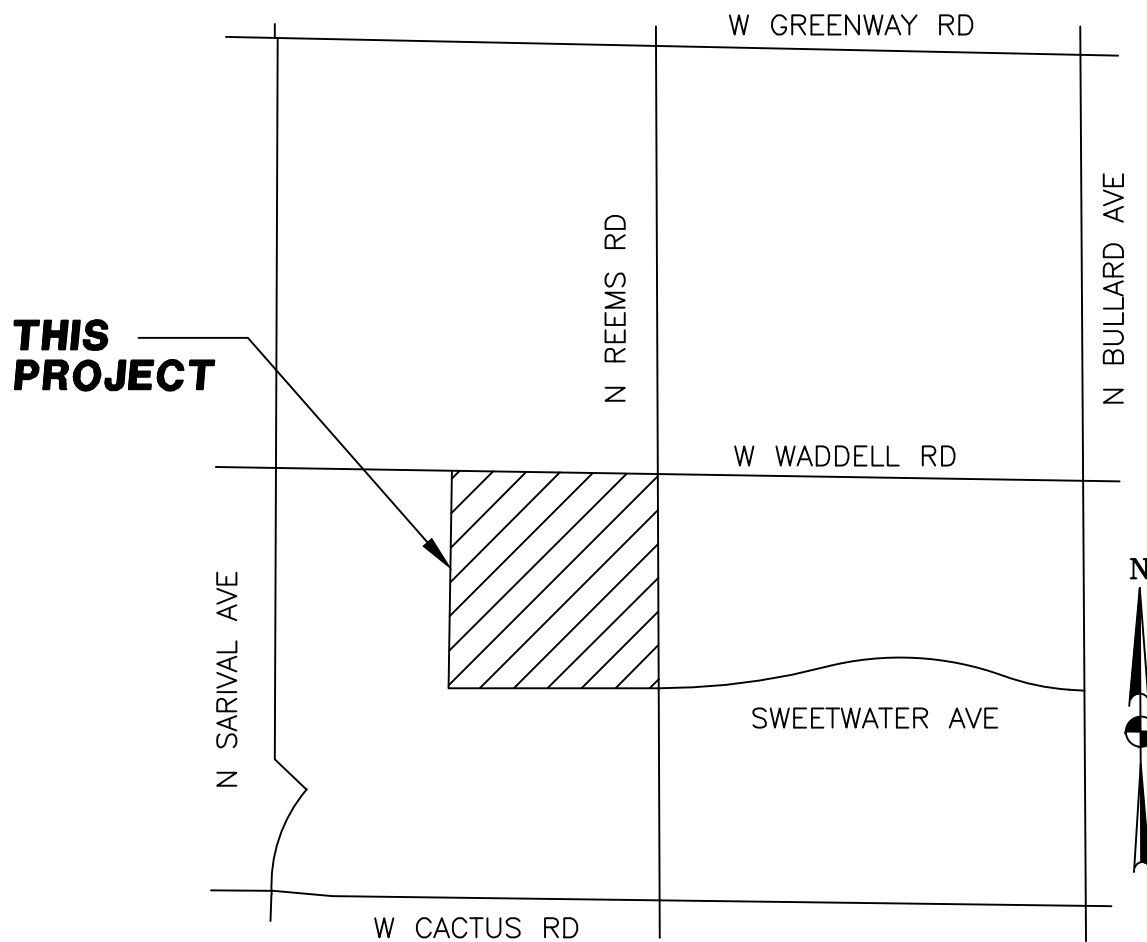
GENERAL ENGINEERING NOTES:

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



KEY MAP

N.T.S.



VICINITY MAP

N.T.S.

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT PLAN	SL3
STREET LIGHT PLAN	SL4
STREET LIGHT DETAILS/TYPICAL	SL5
PHOTOMETRICS	SL6
PHOTOMETRICS	SL7
PHOTOMETRICS	SL8

POWER CONDUIT NOTE

TRENCH & CONDUIT RUNS FROM STREET LIGHT PULL BOX TO POINT OF ELECTRICAL SERVICE WILL BE DESIGNED BY THE POWER COMPANY, AND ARE SHOWN ON POWER COMPANY PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THESE PLANS FROM DEVELOPER/OWNER, AND INCLUDE THESE RUNS IN THE BID. COORDINATE THIS WORK WITH THE POWER COMPANY.

CIVIL ENGINEER
EPS GROUP, INC.
1130 N. ALMA SCHOOL, SUITE 120
MESA, AZ 85201
PHONE: (480) 503-2250
CONTACT: BRIAN NICHOLLS

OWNER
FULTON HOMES
9140 S KYRENE RD, SUITE 202
TEMPE, AZ 85284
PHONE: (480) 753-6789
CONTACT: NORM NICHOLLS

CITY OF SURPRISE APPROVAL

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

CITY OF SURPRISE ENGINEER

DATE

UTILITIES WITHIN OR AFFECTED BY THE PROJECT			
UTILITY	CONTACT	DATE SUBMITTED	DATE RECEIVED
ARIZONA PUBLIC SERVICE	MARA NEWMAN	04/21/2021	04/22/2021
CENTURY LINK	PAT PROVOST	04/21/2021	05/14/2021
COX COMMUNICATIONS	VICTOR SCHAUM	04/21/2021	05/03/2021
SOUTHWEST GAS	ADAM SHOCHAT	04/21/2021	05/28/2021
EPCOR	-	09/09/2021	NA

STREET LIGHTING (APS AREA)														
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE						
					POLE HEIGHT	FOUNDATION		SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE	TYPE
②		LOCAL	PER PLANS	26	30'–6"	DIRECT BURY	2'–0"	25'–0"	4,800	43 W	TYPE 2	*	LED	ARCHITECTURAL DARK BRONZE
③		COLLECTOR	PER PLANS	16	38'–0"	DIRECT BURY	4'–0"	31'–6"	7,800	71 W	TYPE 3	*	LED	ARCHITECTURAL DARK BRONZE



WRIGHT ENGINEERING
PROJECT NO:
21119
DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

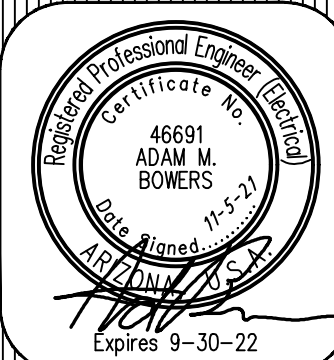
WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
**FULTON AT PRASADA
PHASE 1A**
STREET LIGHT COVER SHEET

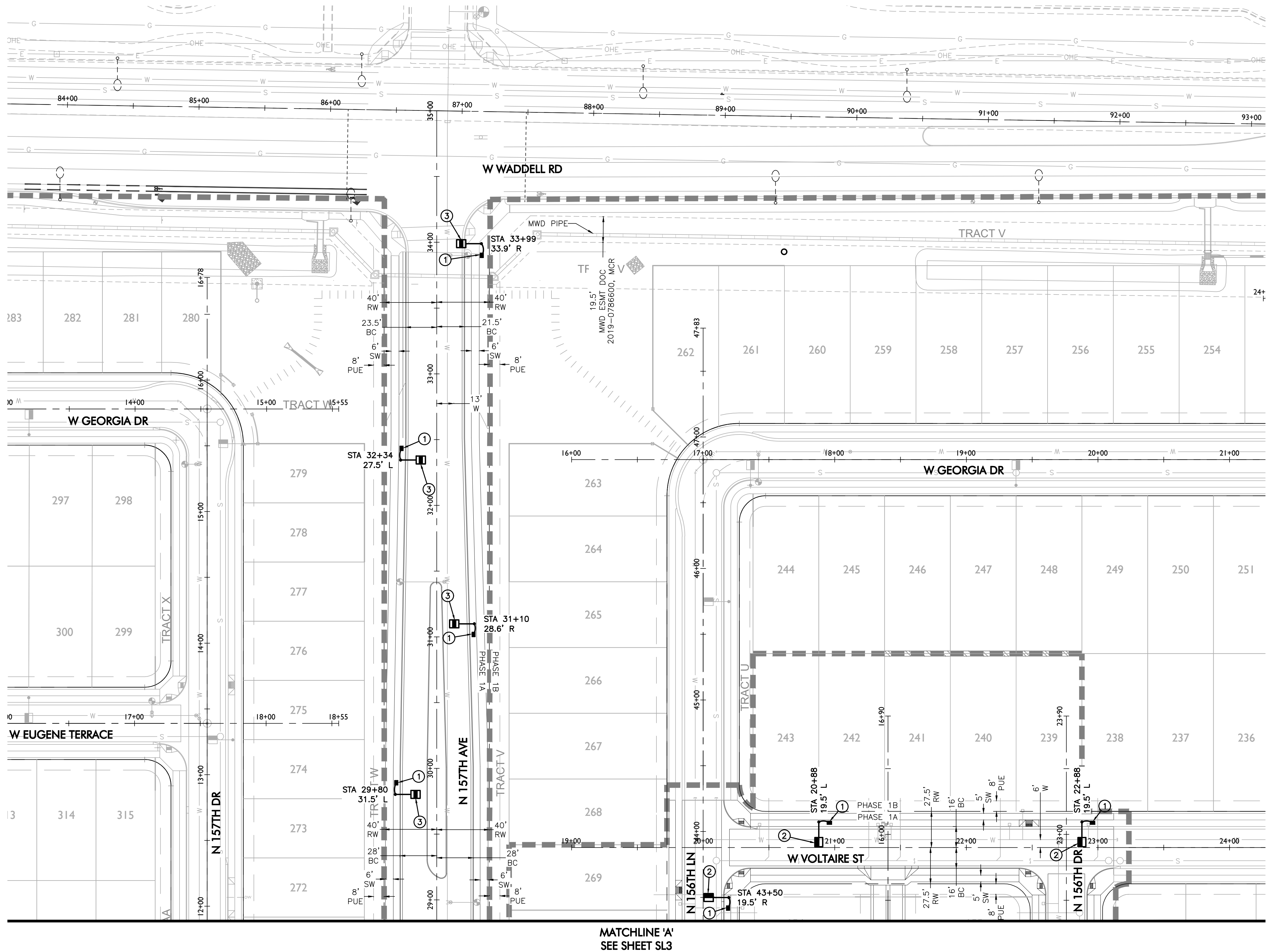
NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)

1	APR 2021	1ST SUBMITTAL
2	SEP 2021	2ND SUBMITTAL
3	OCT 2021	3RD SUBMITTAL



DRAWING NO:
SL1
OF 8

FS21-414



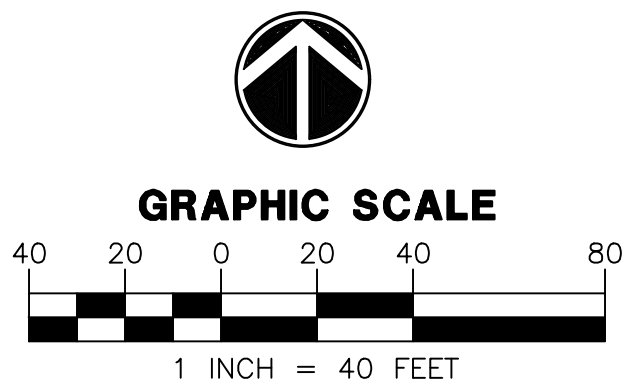
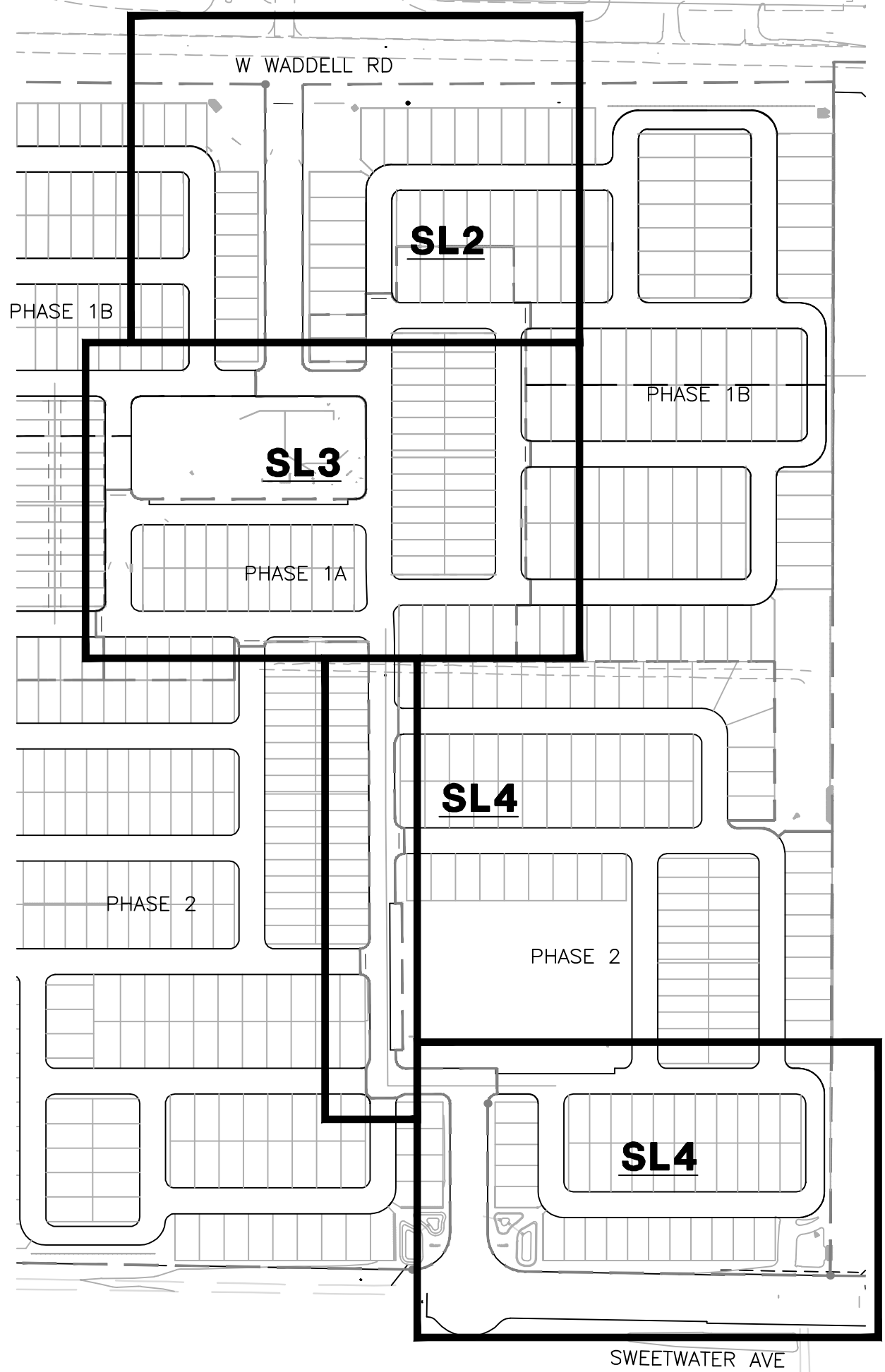
MATCHLINE 'A'
SEE SHEET SL3

CONSTRUCTION NOTES

1. INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
2. 43W LED (4,800 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30'-6" DIRECT BURIED POLE, 2' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL5). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.
3. 71W LED (7,800 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 38'-0" DIRECT BURIED POLE, 4' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL5). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
- 7,800 LUMEN LED STREET LIGHT, SQUARE POLE
- EXISTING STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- FUTURE STREET LIGHT
- PROPOSED STREET LIGHT PER ADJACENT PLAN SET



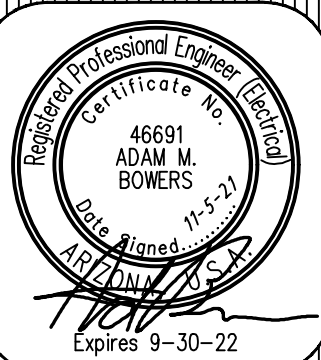
WRIGHT ENGINEERING
PROJECT NO:
21119
DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

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

PROJECT: TITLE:

SURPRISE, ARIZONA
FULTON AT PRASADA
PHASE 1A
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	APR 2021	1ST SUBMITTAL
2	SEP 2021	2ND SUBMITTAL
3	OCT 2021	3RD SUBMITTAL



DRAWING NO:
SL2
OF 8

MATCHLINE 'A'
SEE SHEET SL2

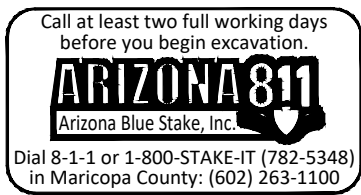
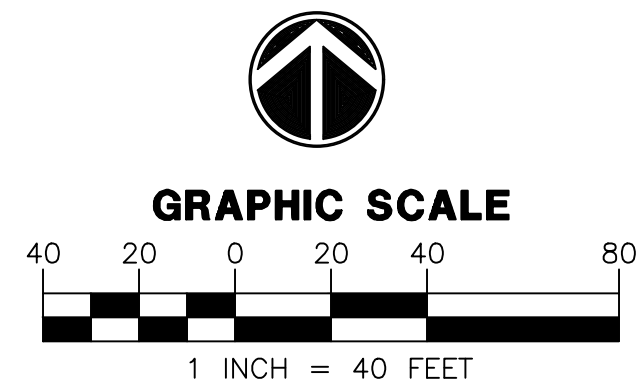
MATCHLINE 'B'
SEE SHEET SL4

CONSTRUCTION NOTES

1. INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
2. 43W LED (4,800 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30'-0" DIRECT BURIED POLE, 2' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL5). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.
3. 71W LED (7,800 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 38'-0" DIRECT BURIED POLE, 4' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL5). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
- 7,800 LUMEN LED STREET LIGHT, SQUARE POLE
- EXISTING STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- FUTURE STREET LIGHT
- PROPOSED STREET LIGHT PER ADJACENT PLAN SET



WRIGHT ENGINEERING
PROJECT NO:
21119
DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

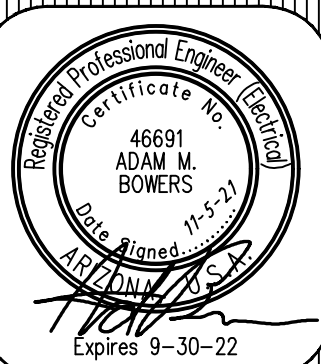
WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
FULTON AT PRASADA
PHASE 1A
STREET LIGHT PLAN

NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)

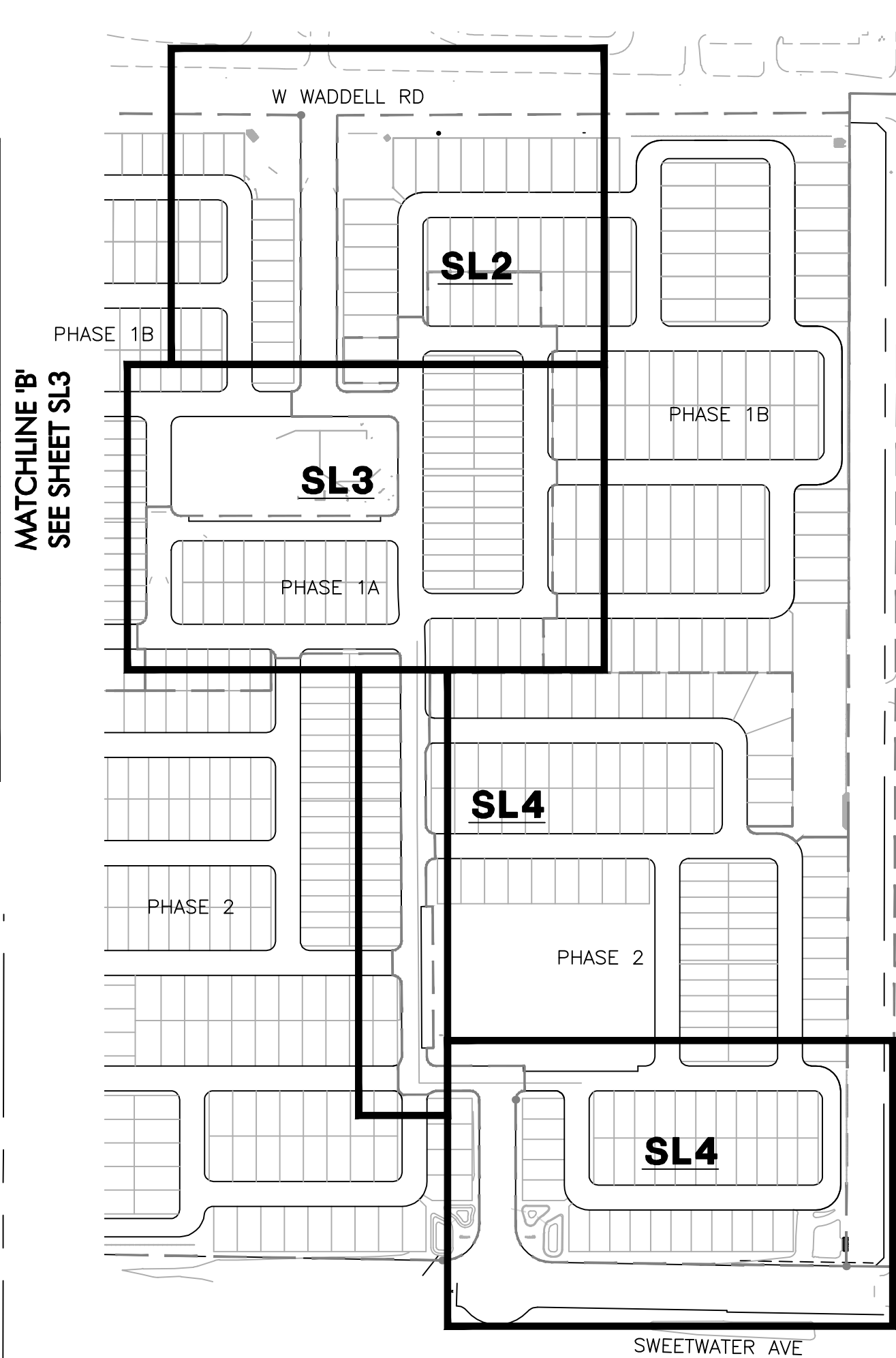
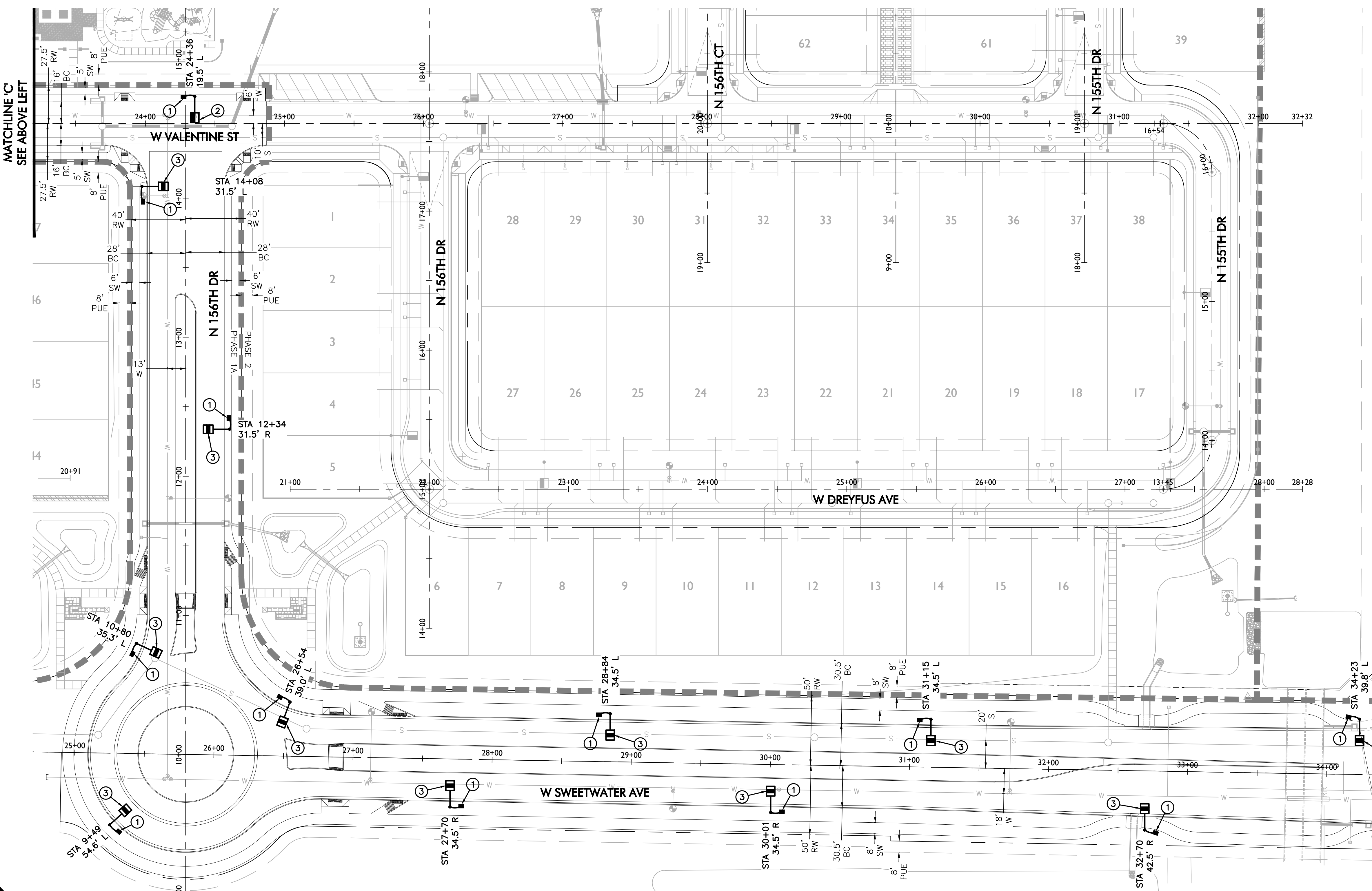
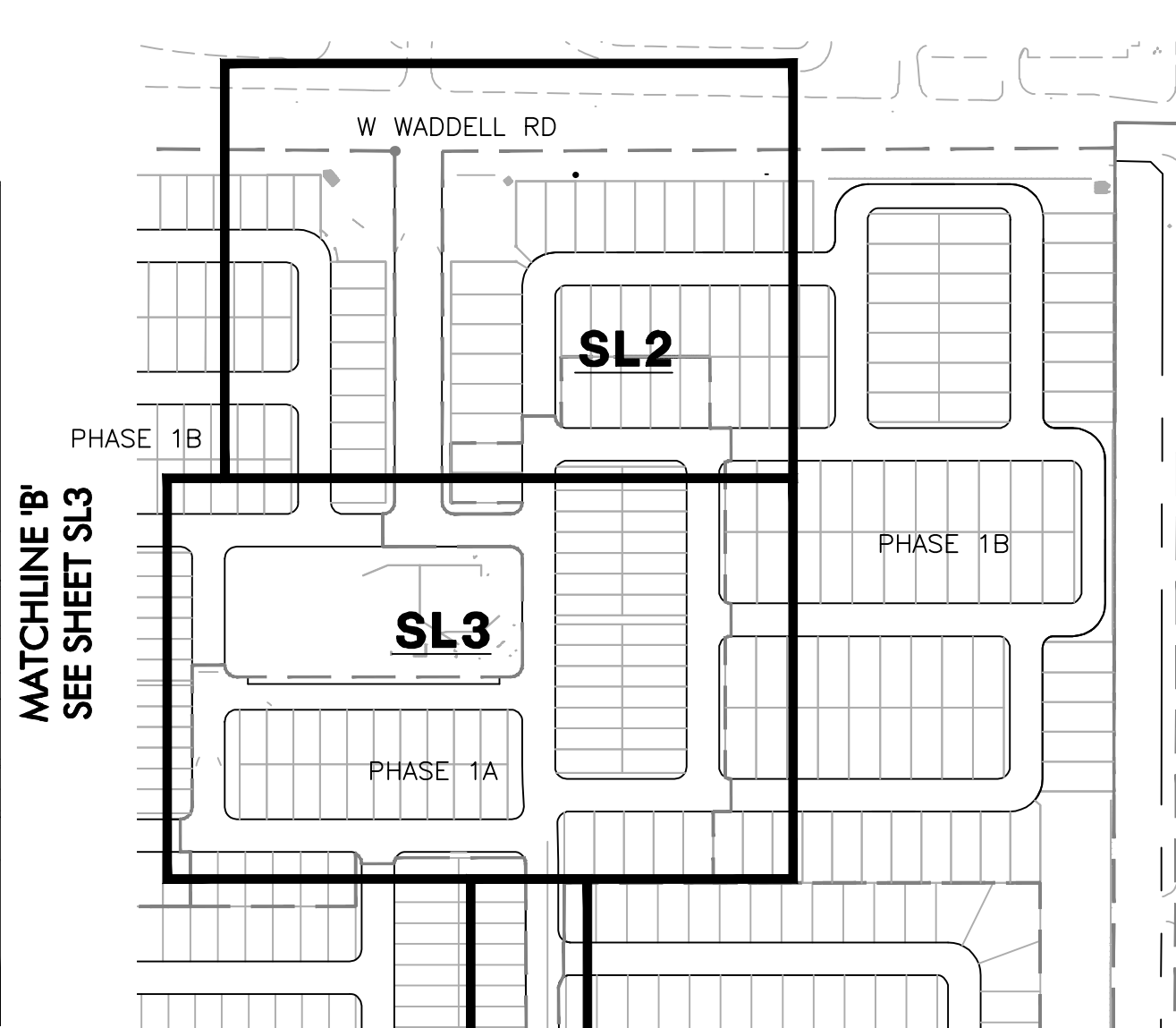
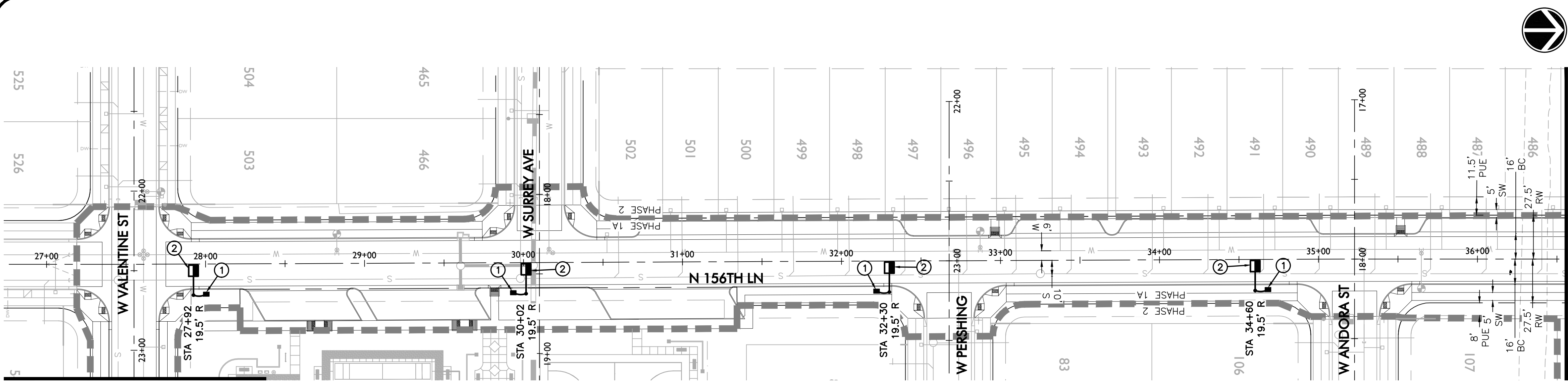
1 APR 2021 1ST SUBMITTAL
2 SEP 2021 2ND SUBMITTAL
3 OCT 2021 3RD SUBMITTAL



DRAWING NO:
SL3
OF 8

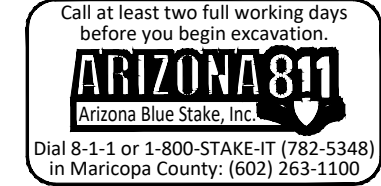
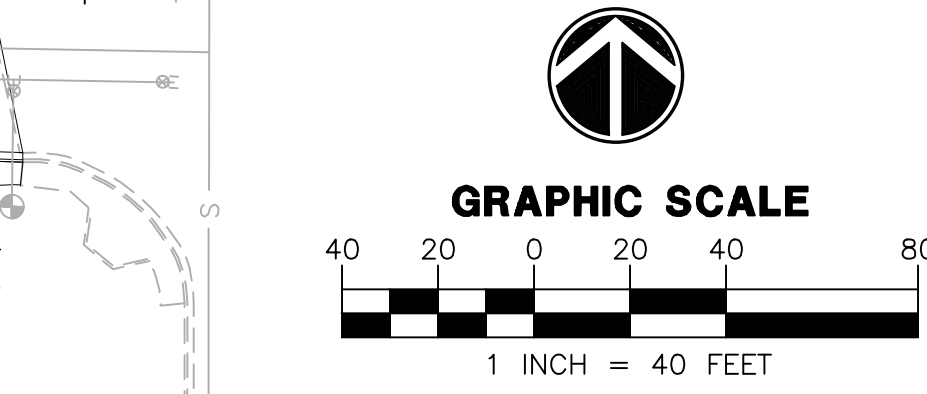
FS21-414

THESE DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR MODIFIED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.
H:\2021\21119-Fulton at Prasad SL & SE\21119-Phase 1A-SL.dwg



- LEGEND**
- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
 - 7,800 LUMEN LED STREET LIGHT, SQUARE POLE
 - EXISTING STREET LIGHT
 - PULL BOX
 - NEW CONDUIT RUN
 - FIRE HYDRANT
 - FUTURE STREET LIGHT
 - PROPOSED STREET LIGHT PER ADJACENT PLAN SET

- CONSTRUCTION NOTES**
- INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
 - 43W LED (4,800 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30'-6" DIRECT BURIED POLE, 4" MAST ARM PER APS DETAIL 8030 (SEE SHEET SL5). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.
 - 71W LED (7,800 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 38'-0" DIRECT BURIED POLE, 4" MAST ARM PER APS DETAIL 8030 (SEE SHEET SL5). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.



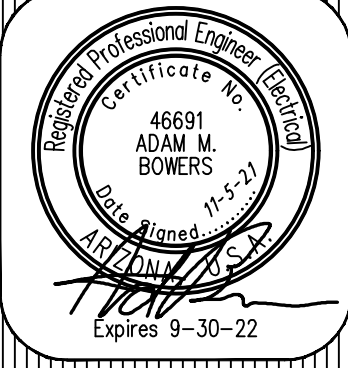
WRIGHT ENGINEERING
PROJECT NO:
21119
DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

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

PROJECT: TITLE:

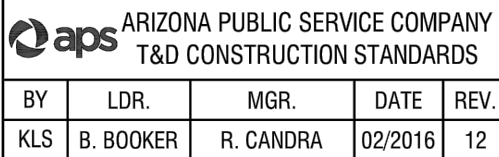
SURPRISE, ARIZONA
FULTON AT PRASADA
PHASE 1A
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS	DESCRIPTIONS
1	APR 2021	1ST SUBMITTAL	
2	SEP 2021	2ND SUBMITTAL	
3	OCT 2021	3RD SUBMITTAL	



DRAWING NO:
SL4
OF 8

FS21-414



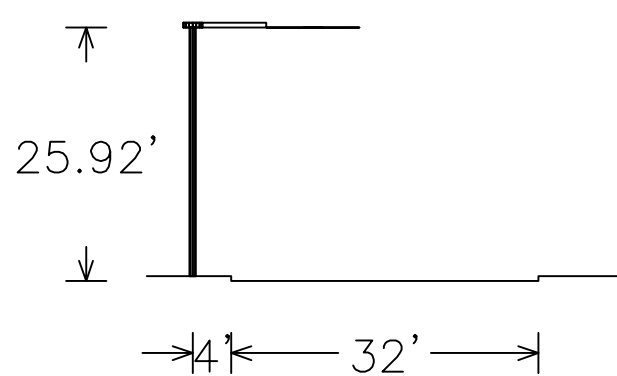
POLE CODE	POLE LENGTH	BURY DEPTH	POLE ABOVE GROUND	LUMINAIRE HEIGHT ABOVE GROUND			
				1FT ARM	2FT ARM	4FT ARM	8FT ARM
1940.20	20'-0"	5'-0"	15'-0"	15'-0"	15'-0"	15'-0"	---
1940.30	30'-6"	5'-0"	25'-0"	25'-0"	25'-0"	25'-0"	33'-0"
1940.34	34'-0"	6'-0"	28'-0"	28'-0"	28'-0"	28'-0"	36'-0"
1940.38	38'-0"	6'-6"	31'-6"	31'-6"	31'-6"	31'-6"	39'-6"

[illegible]

LUMINAIRE TABLE						
DARK BRONZE ROADWAY SCALEABLE LED 3000K						
LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	CATALOG #
RL40	DKBZ	00141047	32	120/208/240/277	3,900	ERLC004B430ADKBZGLRV1013
RL41		00141048	43	120/208/240/277	4,800	ERLC005A430ADKBZGLRV1013
RL42		00141049	71	120/208/240/277	7,800	ERL1008C330ADKBZGLRX162
RL33		00141050	96	120/208/240/277	11,000	ERLH011C330ADKBZGLV1108
RL44		00141051	174	120/208/240/277	20,100	ERL2021C330ADKBZGLR113

CODE	8000.01	8000.02	8000.03	8000.04	8000.05	8000.06	8000.07	8000.08	8000.09	8000.10	8000.11	8000.12	MATERIAL LIST	
ITEM	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	DESCRIPTION	APN
1	-	-	-	-	-	-	-	-	-	-	-	-	BRACKET AIR SPLY CORR	00092251
2	-	-	-	-	-	-	-	-	-	-	-	-	CAP STL 3" X 6.5" ANL	00010056
3	10	10	10	10	10	10	10	10	10	10	10	10	CONDUIT 1" PVC FLEX POLY	32500981
4	1	1	1	1	2	2	2	2	3	4	-	-	CONTR PHOTO MOLD BR-20	00073241
5	1	1	1	1	2	2	2	2	3	4	-	-	LUMINAIRE - SEE TABLE 1	
6	-	-	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 3" X 5" 1 DBL	00211544
7	-	-	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 3" X 5" 2 DBL	00088370
8	-	-	-	1	-	-	-	-	-	-	-	-	MAST ARM STL 3" X 5" 2 DBL	33701117
9	-	-	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 3" X 5" 2 QUAD	00052685
10	-	-	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 3" X 5" 2 DBL	33701116
11	-	-	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 3" X 5" 2 DBL	00050584
12	-	-	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 3" X 5" 4 DBL	00072367
13	-	-	1	1	-	-	-	-	-	-	-	-	MAST ARM STL 3" X 5" 4 DBL	00061738
14	-	-	1	1	-	-	-	-	-	-	-	-	MAST ARM STL 3" X 5" 8 SGL	33701020
15	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM 8" BOLT ON	00092252
16	-	-	-	-	-	-	-	-	-	-	-	-	SIGN POLE OWNED BY APS	00071192

Figure 10.10 shows a diagram of a bridge structure. The bridge is 225' long and is supported by a roller support at the left end and a pin support at the right end. The bridge is divided into 14 equal segments of 15.9' each. The diagram shows the bridge structure, the supports, and the dimensions. The bridge is labeled '225'' at the top. The supports are labeled with their respective reaction forces: 0.3, 0.2, 0.1, 0.1, 0.1, 0.1, 0.1, 0.1, 0.1, 0.1, 0.1, 0.2, 0.3, 0.9, 0.4, 0.3, 0.2, 0.1, 0.1, 0.1, 0.1, 0.1, 0.2, 0.3, 0.6, 0.8, 2.0, 1.6, 0.8, 0.7, 0.4, 0.2, 0.1, 0.1, 0.1, 0.1, 0.2, 0.4, 0.7, 0.8, 1.6.

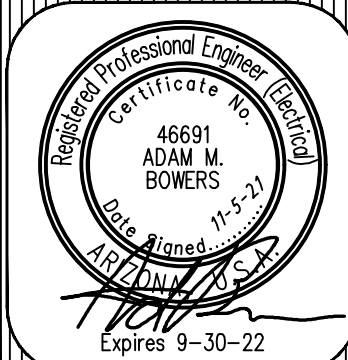


4,900 LUMEN LED
TYPE 2
3' x 8' MAST ARM
candela file "ERLC_05A430_-----120-277V.IES"
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 43
mounting height = 25 ft
number locations = 2, number luminaires = 2
kw all locations = 0.1

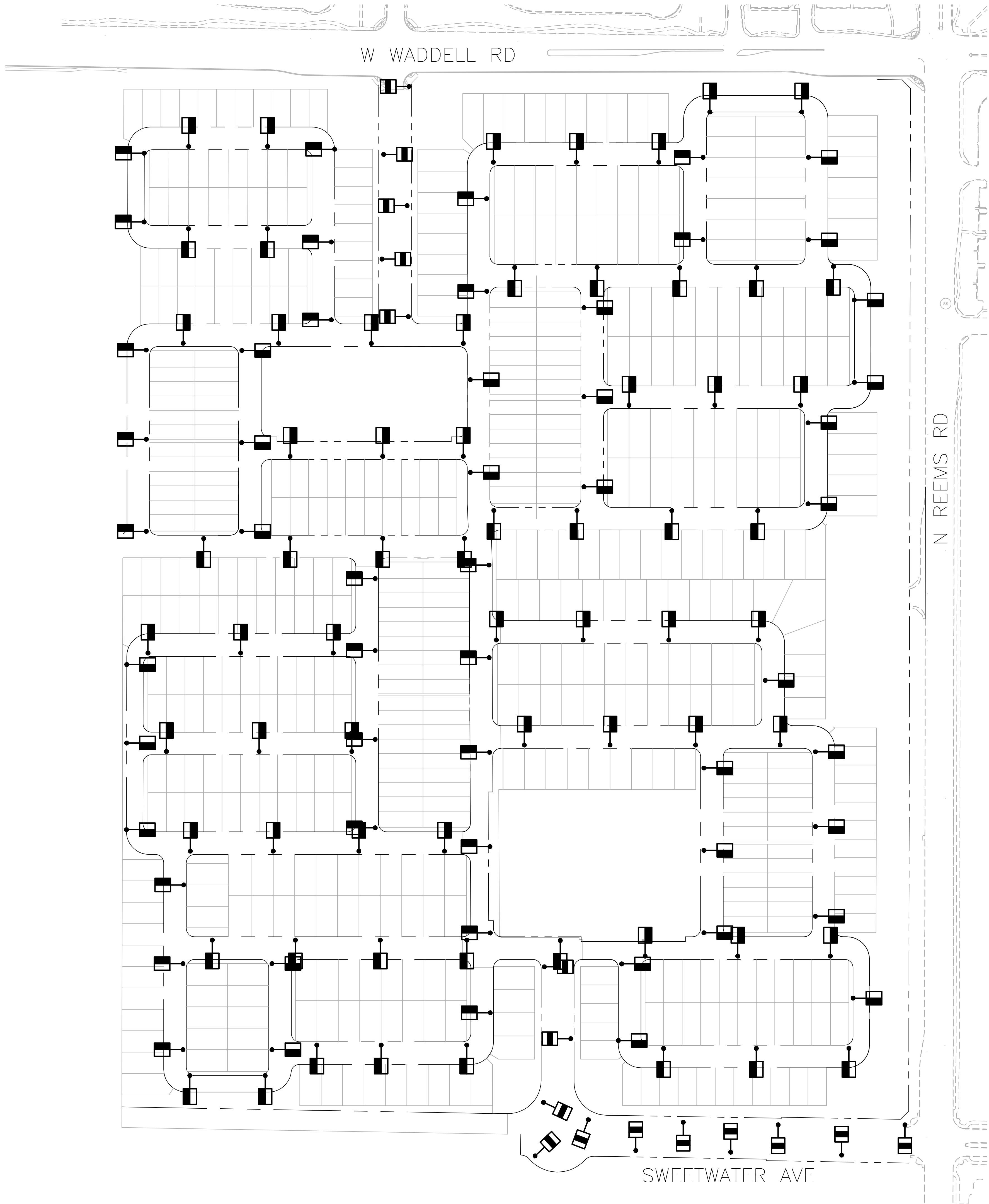
Roadway Grid
56 points at z=0, sp 16.071ft by 8ft
HORIZONTAL FOOTCANDLES

Average	0.4
Maximum	2.0
Minimum	0.1
Avg:Min	3.96
Max:Min	20.00
Coef Var	1.16
UnifGrad	2.50

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	APR 2021	1ST SUBMITTAL
2	SEP 2021	2ND SUBMITTAL
3	OCT 2021	3RD SUBMITTAL

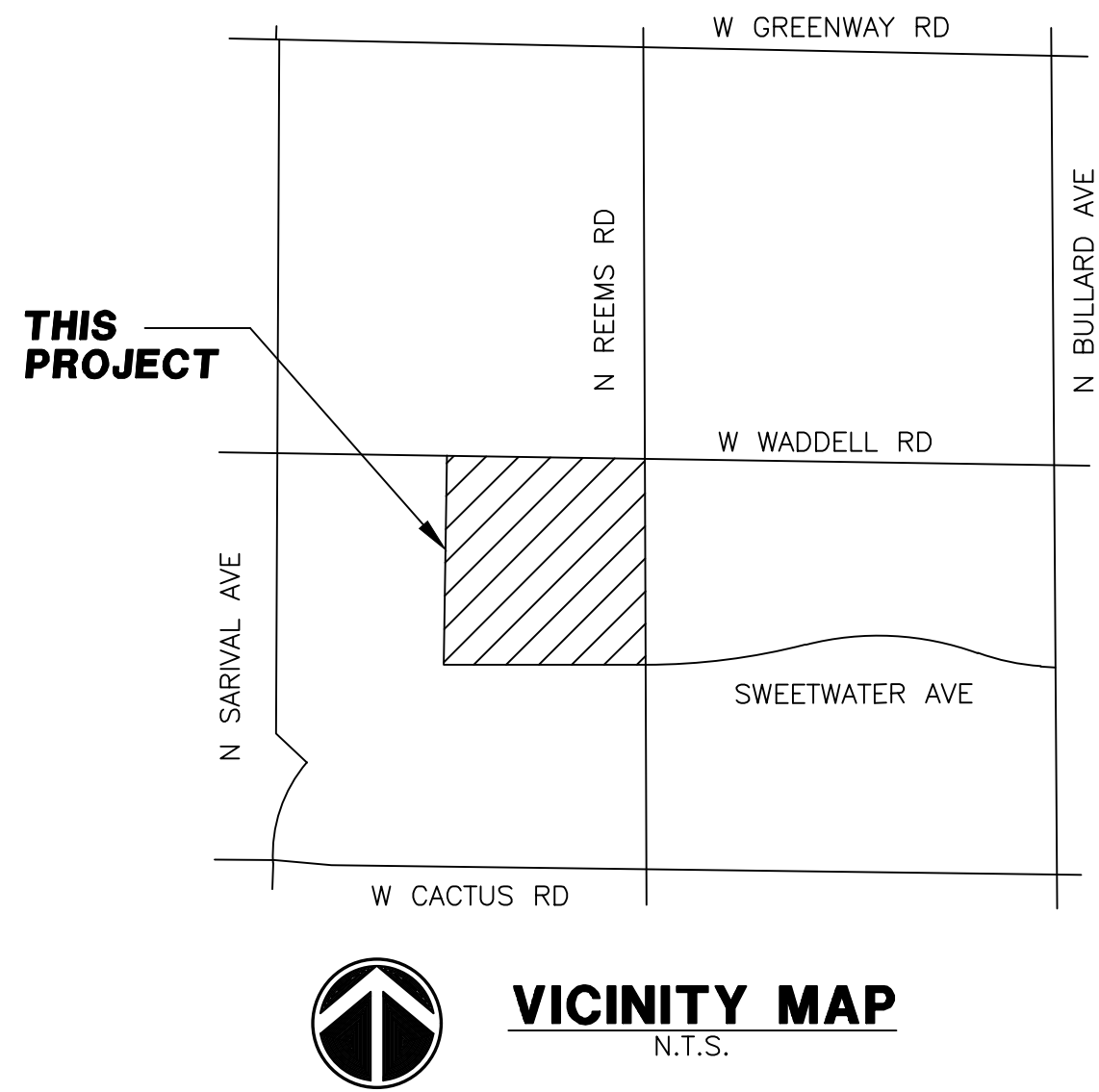


THESE DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR MODIFIED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.
H:\2021\21119-Fulton at Prasada SL & SE\21119-SLD-SL.dwg

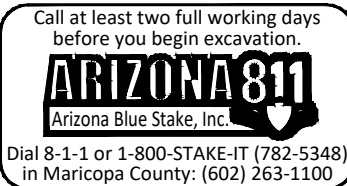
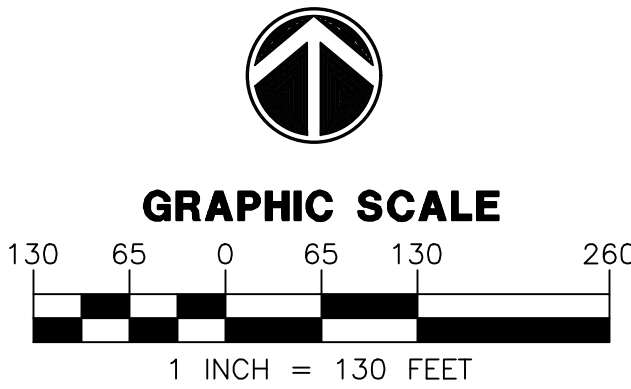


FULTON AT PRASADA

SLID DIAGRAM



- LEGEND**
- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
 - 7,800 LUMEN LED STREET LIGHT, SQUARE POLE



WRIGHT ENGINEERING
PROJECT NO: **21119**

DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

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

PROJECT: TITLE:

SURPRISE, ARIZONA
FULTON AT PRASADA
SLID DIAGRAM

STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	MAY 2021	1ST SUBMITTAL

DRAWING NO:
SL1
OF 1



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 1, 2022
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Kristin Tytler, Department Director
District: District 1

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

Agenda Wording:

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at North Copper Canyon Village - Parcel 1.1, generally located at N. 174th Avenue and W. Williams Road; Resolution # 2022-79.

Motion:

I move to approve Resolution #2022-79.

Background:

The Public Works Department conducted the final inspection of the public improvements for North Copper Canyon Village - Parcel 1.1 on or about May 10th, 2022 totaling 3,637 SY (approximately 1,169 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, storm drain and wastewater lines. Domestic water lines are located within the Beardsley Water jurisdiction.

Objective Analysis:

The improvements for this property provide roadways for conveyance through the property, storm drains to convey stormwater to retention basins, and sewer lines to convey wastewater from the property to the City's public system. This action will accept the required infrastructure. The domestic water serving the property is within Beardsley Water jurisdiction.

Policy Compliant:

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

Financial Impact:

Acceptance of streets, sewer, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$346,240.00.

Budget Impact:

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

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res 2022-79 Infra Acceptance-NCC 1.1
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
 4. 04_Linear Foot Verification
-

RESOLUTION # 2022-79

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER A ONE YEAR WARRANTY AT NORTH COPPER CANYON VILLAGE - PARCEL 1.1, GENERALLY LOCATED AT N. 174TH AVENUE AND W. WILLIAMS ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "North Copper Canyon Village - Parcel 1.1" on, September 1st, 2020;

WHEREAS, as a condition of the preliminary plat, approval of the final plat, and in compliance with the City Code, the developer installed public utility improvements, including concrete, asphalt, curb, gutter, and sewer transmission lines ("public improvements");

WHEREAS, Austin Ranch, LLC., the developer of North Copper Canyon Village - Parcel 1.1, dedicated to the City the street and public utility improvements, generally located at N. 174th Avenue and W. Williams Road;

WHEREAS, on or about May 10th, 2022, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

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

Map of Infrastructure

EXHIBIT A

NORTH COPPER CANYON VILLAGE - PARCEL 1.1

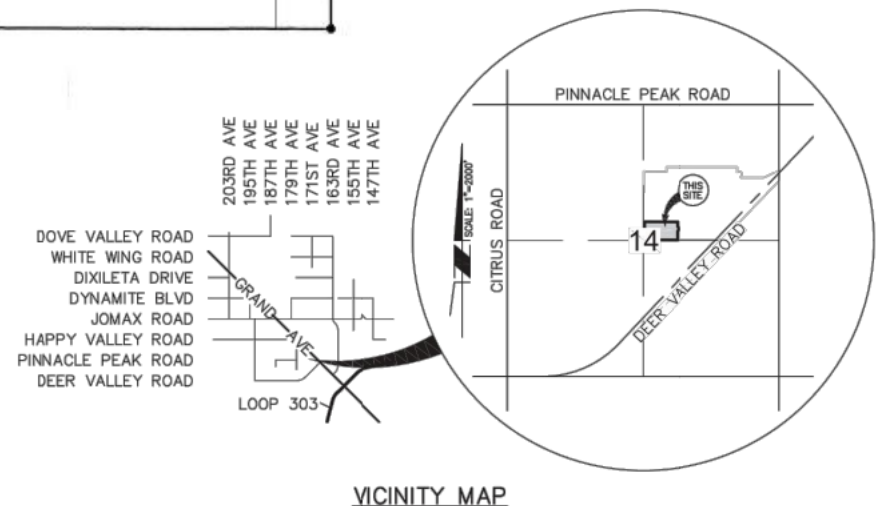
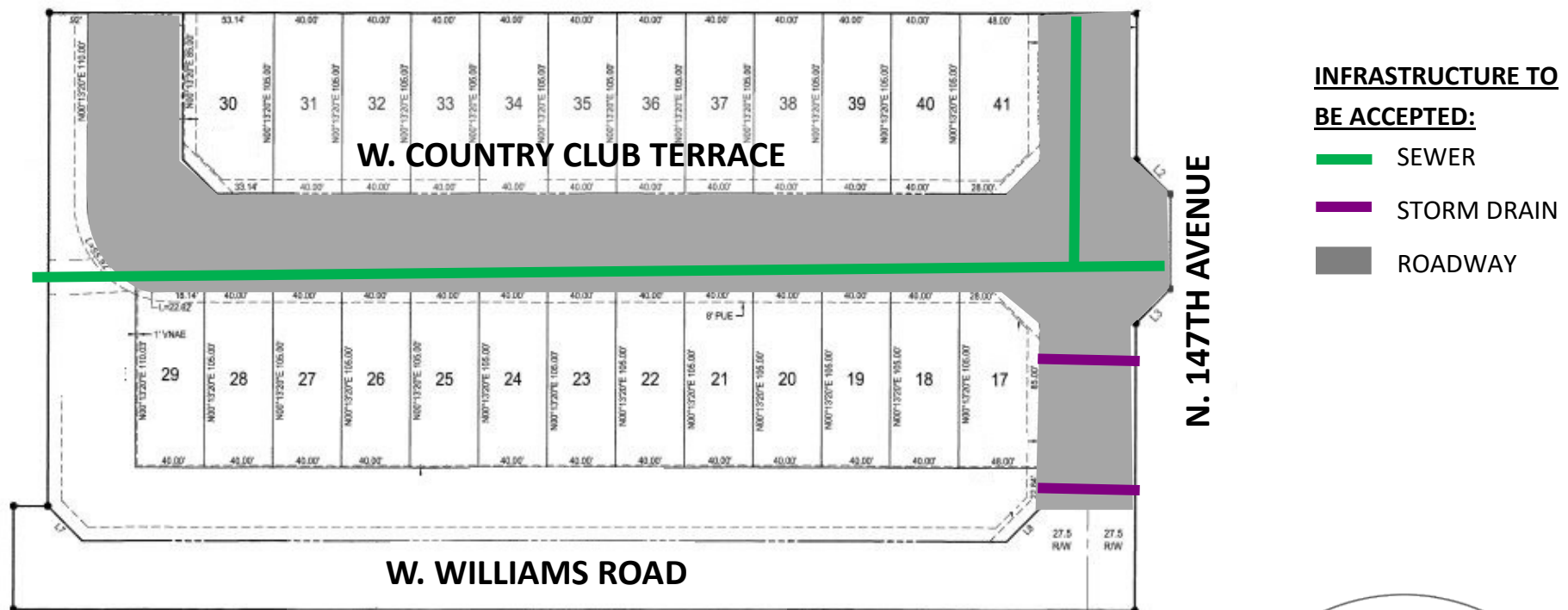


EXHIBIT B

List and Cost of Improvements



EXHIBIT B

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

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 7/6/2022
Re: North Copper Canyon Village – Parcel 1.1

The public improvements for the above project have been completed and are tentatively scheduled for the August 2nd, 2022 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Paving	\$117,635.00
City Concrete	\$137,989.00
City Sewer	\$82,952.00
City Drainage	\$7,664.00
Total	\$346,240.00

July 6, 2022

Courtland Homes Inc.
4160 W Kitty Hawk
Chandler, AZ 85226

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR NORTH COPPER CANYON
MDR PHASE 1.1 – FS20-213**

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

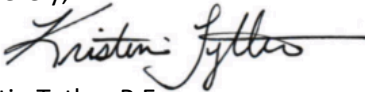
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of two (1) year; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

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

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

Sincerely,



Kristin Tytler, P.E.
Public Works Director

cc: Nuning Lemka, PW Engineering Manager
John McFarland, PW Streets Manager
Michael Boule, Water Resource Management

David Mobley, PW Field Engineering Supervisor
Amanda Correia, Finance
Warren Bert, GIS



SURPRISE ARIZONA

PROJECT SIGN OFF FORM PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 5-09-2022 _____ Commercial _____ Commercial w/Offsite XX Residential

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

2-04-2021 Date of Punch-List Walk 4-29-2022 Date Punch-List Completed

FS Number: FS20-213 Permit Number(s): E20P-0668,0667,0670,0671,0672,0669

Project Name: North Copper Canyon Parcel 1.1

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

Courtland Homes Inc: Hans Koppenhoefer <hans.koppenhoefer@courtlandhomes.com>

4160 W Kitty Hawk Chandler, AZ 85226

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
<u>W Country Club Terrace</u>	Local	174 Lane	174 Ave	2	.25	
174 Lane	Local	<u>W. Country Club Terrace</u>	11+50	2	.25	
174 ave	Local	<u>W. Williams Rd.</u>	13+50	2	.25	

MATERIALS:

Asphalt:	<u>Solterra Materials</u>	Supplier	<u>.75</u>	Total Lane Miles	<u>3161</u>	Total Square Yards
Water:	<u>12 DIP</u>	Size/Type	<u>618</u>	Total LF	<u>6" C-900</u>	Size/Type <u>144</u> Total LF
	<u>8" C-900</u>	Size/Type	<u>1637</u>	Total LF		Size/Type _____ Total LF
Sewer:	<u>15" PVC</u>	Size/Type	<u>653</u>	Total LF		Size/Type _____ Total LF
	<u>8" PVC</u>	Size/Type	<u>153</u>	Total LF		Size/Type _____ Total LF
Storm:	<u>N/A</u>	Size/Type	_____	Total LF		Size/Type _____ Total LF
		Size/Type	_____	Total LF		Size/Type _____ Total LF
Fire Ln:	<u>N/A</u>	Size/Type	_____	Total LF		Size/Type _____ Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

APPROVAL:

Civil Inspector: [Signature]

Date: 5-9-22

Civil Engineering Supervisor: [Signature]

Date: 5-10-22

FS Case	Project Name	Private/Public	Classification	Roadway	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	Width (pavement) (ft)	Pavement Area (ft²)	Pavement Area (Sq Yd)
20-213	Austin Ranch MDR Phase 1.1	Public	Local	W Country Club Terrance	584.0	0.11	0.25	0.75	28.0	16,352	1,817
20-213	Austin Ranch MDR Phase 1.1	Public	Local	N. 174th Lane	250.0	0.05	0.25	0.75	28.0	7,000	778
20-213	Austin Ranch MDR Phase 1.1	Public	Local	N. 174th Avenue	335.0	0.06	0.25	0.75	28.0	9,380	1,042
				Total	1169.0					Total	3,637



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 1, 2022
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Kristin Tytler, Department Director
District: District 1

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

Agenda Wording:

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at North Copper Canyon Village - Parcel 1.2, generally located at N. 174th Avenue and W. Via de Luna Drive; Resolution # 2022-80.

Motion:

I move to approve Resolution #2022-80.

Background:

The Public Works Department conducted the final inspection of the public improvements for North Copper Canyon Village - Parcel 1.2 on or about May 10th, 2022 totaling 26,522 SY (approximately 8,525 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, and wastewater lines. Domestic water lines are located within the Beardsley Water jurisdiction.

Objective Analysis:

The improvements for this property provide roadways for conveyance through the property and sewer lines to convey wastewater from the property to the City's public system. This action will accept the required infrastructure. The domestic water serving the property is within Beardsley Water jurisdiction.

Policy Compliant:

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

Financial Impact:

Acceptance of streets and sewer infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$2,073,638.00.

Budget Impact:

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

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res 2022-80 Infra Acceptance-NCC 1.2
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
 4. 04_Linear Floor Verification
-

RESOLUTION # 2022-80

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER A ONE YEAR WARRANTY AT NORTH COPPER CANYON VILLAGE - PARCEL 1.2, GENERALLY LOCATED AT N. 174TH AVENUE AND W. VIA DE LUNA DRIVE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "North Copper Canyon Village - Parcel 1.2" on, December 1st, 2020;

WHEREAS, as a condition of the preliminary plat, approval of the final plat, and in compliance with the City Code, the developer installed public utility improvements, including concrete, asphalt, curb, gutter, and sewer transmission lines ("public improvements");

WHEREAS, Austin Ranch, LLC., the developer of North Copper Canyon Village - Parcel 1.2, dedicated to the City the street and public utility improvements, generally located at N. 174th Avenue and W. Via de Luna Drive;

WHEREAS, on or about May 10th, 2022, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

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

Map of Infrastructure

EXHIBIT A

NORTH COPPER CANYON VILLAGE - PARCEL 1.2

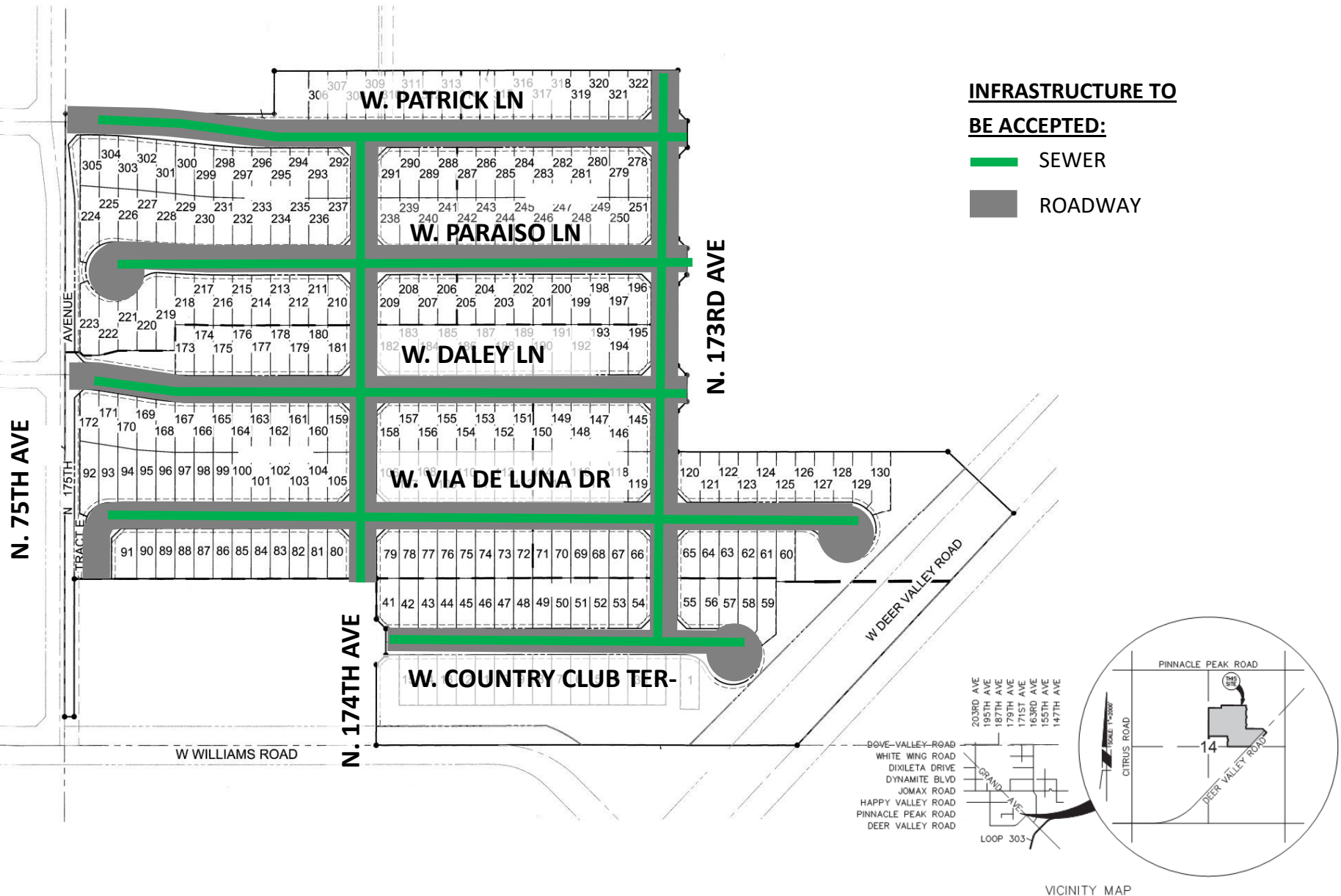


EXHIBIT B

List and Cost of Improvements



EXHIBIT B

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

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 7/6/2022
Re: North Copper Canyon Village – Parcel 1.2

The public improvements for the above project have been completed and are tentatively scheduled for the August 2nd, 2022 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Paving	\$757,590.00
City Concrete	\$793,273.00
City Sewer	\$522,775.00
Total	\$2,073,638.00

July 6, 2022

Courtland Homes Inc.
4160 W Kitty Hawk
Chandler, AZ 85226

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR NORTH COPPER CANYON
MDR PHASE 1.2 – FS20-340**

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

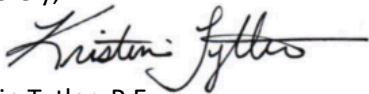
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of one (1) year; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

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

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

Sincerely,



Kristin Tytler, P.E.
Public Works Director

cc: Nuning Lemka, PW Engineering Manager
John McFarland, PW Streets Manager
Michael Boule, Water Resource Management

David Mobley, PW Field Engineering Supervisor
Amanda Correia, Finance
Warren Bert, GIS



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 5-9-2022 _____ Commercial _____ Commercial w/Offsite XX Residential

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

2-4-2022 Date of Punch-List Walk 4-29-2022 Date Punch-List Completed

FS Number: FS20-340 Permit Number(s): E20P-0770,0772,0773,0774,0775,0776

Project Name: North Copper Canyon Parcel 1.2 (Sheet 1 of 2)

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

Courtland Homes: Hans Koppenhoefer <hans.koppenhoefer@courtlandhomes.com>

4160 W Kitty Hawk Chandler, AZ 85226

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
W. Patrick Ln	Local	175 ave	173 ave	2	.50	
W. Paraiso Ln	Local	cul-de-sac	173 ave	2	.50	
W. Daley Ln	Local	175 ave	173 ave	2	.50	
Via De Luna Dr.	Local	174 Ln	Cul-de-sac	2	.50	
W Country Club Terrace	Local	174 ave	Cul-de-sac	2	.25	

MATERIALS:

Asphalt: Solterra Materials Supplier 3.0 Total Lane Miles 28878 Total Square Yards _____

Water: 8" C-900 Size/Type 9611 Total LF _____ 12" PVC Size/Type 1190 Total LF _____

10" C-900 Size/Type 49 Total LF _____ 1" PVC Size/Type 325 Total LF _____

Sewer: 15" SDR 35 Size/Type 1691 Total LF _____ _____ Size/Type _____ Total LF _____

8" SDR 35 Size/Type 6354 Total LF _____ _____ Size/Type _____ Total LF _____

Storm: N/A Size/Type _____ Total LF _____ _____ Size/Type _____ Total LF _____

_____ Size/Type _____ Total LF _____ _____ Size/Type _____ Total LF _____

Fire Ln: N/A Size/Type _____ Total LF _____ _____ Size/Type _____ Total LF _____

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

XX Copy of Punch List

n/a Final Certification Letter from Engineer of Record

XX Complete Geotechnical Testing Packet

XX Sewer Pressure Testing Results

XX Sewer Manhole Vacuum Testing Certification

XX Sewer Manhole Insecticide Certification

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

_____ Other _____ (Specify)

XX AOC

XX Asphalt Concrete Ticket w/ Name of Contractor

XX Streetlight Energize Letter

XX As built Documents (PDF copy on CD)

n/a Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: [Signature]

Date: 5-9-22

Civil Engineering Supervisor: [Signature]

Date: 5-10-22



SURPRISE
ARIZONA

PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 5-9-2022 _____ Commercial _____ Commercial w/Offsite XX Residential

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

2-4-2022 _____ Date of Punch-List Walk 4-29-2022 _____ Date Punch-List Completed

FS Number: FS20-340 Permit Number(s): FS20P-0770,0772,0773,0774,0775,077

Project Name: North Copper Canyon Parcel 1.2 (2 of 2)

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

Courtland Homes: Hans Koppenhoefer <hans.koppenhoefer@courtlandhomes.com>

160 W Kitty Hawk Chandler, AZ 85226

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
173 ave	Local	W Country Club Terrace	Sta 21+92	2	.25	
174 ave	Local	12+51	Patrick Lane	2	.25	
174 Lane	Local	W Country Club Terrace	W Via De Luna	2	.25	

MATERIALS:

Asphalt: see sheet 1 _____ Supplier _____ Total Lane Miles _____ Total Square Yards

Water: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Sewer: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

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

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

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

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

XX Copy of Punch List

n/a Final Certification Letter from Engineer of Record

XX Complete Geotechnical Testing Packet

XX Sewer Pressure Testing Results

XX Sewer Manhole Vacuum Testing Certification

XX Sewer Manhole Insecticide Certification

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

_____ Other _____ (Specify)

XX AOC

XX Asphalt Concrete Ticket w/ Name of Contractor

XX Streetlight Energize Letter

XX As built Documents (PDF copy on CD)

n/a Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: [Signature]

Date: 5-9-22

Civil Engineering Supervisor: [Signature]

Date: 5-10-22

FS Case	Project Name	Private/Public	Classification	Roadway	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	Width (pavement) (ft)	Pavement Area (ft ²)	Pavement Area (Sq' Miles)
20-340	Austin Ranch MDR Phase 1.2	Public	Local	W. Patrick Avenue	1300.0	0.25	0.25	0.75	28.0	36,400	4,044
20-340	Austin Ranch MDR Phase 1.2	Public	Local	W. Paraiso Lane	1250.0	0.24	0.25	0.75	28.0	35,000	3,889
20-340	Austin Ranch MDR Phase 1.2	Public	Local	W. Daley Lane	1310.0	0.25	0.25	0.75	28.0	36,680	4,076
20-340	Austin Ranch MDR Phase 1.2	Public	Local	W. Via De Luna Dr	1635.0	0.31	0.25	0.75	28.0	45,780	5,087
20-340	Austin Ranch MDR Phase 1.2	Public	Local	W. Country Club Terrance	810.0	0.15	0.25	0.75	28.0	22,680	2,520
20-340	Austin Ranch MDR Phase 1.2	Public	Local	N. 173rd Avenue	1190.0	0.23	0.25	0.75	28.0	33,320	3,702
20-340	Austin Ranch MDR Phase 1.2	Public	Local	N. 174th Avenue	900.0	0.17	0.25	0.75	28.0	25,200	2,800
20-340	Austin Ranch MDR Phase 1.2	Public	Local	N. 174th Lane	130.0	0.02	0.25	0.75	28.0	3,640	404
				Total	8525.0						



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 1, 2022
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Kristin Tytler, Department Director
District: District 1

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

Agenda Wording:

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Phase 2 McMicken Way, generally located at W. McMicken Way and Happy Valley Road; Resolution # 2022-81.

Motion:

I move to approve Resolution #2022-81.

Background:

The Public Works Department conducted the final inspection of the public improvements for Rancho Mercado Phase 2 McMicken Way, generally located at W. McMicken Way and Happy Valley Road on or about May 5th, 2022 totaling 37,545 SY (approximately 6,896.0 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, storm drain, water lines, and wastewater lines.

Objective Analysis:

The improvements for this property provide access and conveyance to the property, storm drains to convey wastewater to retention basins, sewer lines to convey wastewater from the property to the City's public system and water lines to convey domestic water to the property. This action will accept the required infrastructure.

Policy Compliant:

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

Financial Impact:

Acceptance of streets, sewer, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$2,445,540.00.

Budget Impact:

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

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res 2022-81 Infra Acceptance-RM McMicken Way
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
 4. 04_Linear Foot Verification
-

RESOLUTION # 2022-81

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT RANCHO MERCADO PHASE 2 MCMICKEN WAY, GENERALLY LOCATED AT W. MCMICKEN WAY AND HAPPY VALLEY ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "McMicken Way" on, September 5th, 2019;

WHEREAS, as a condition of the approval of the final plat, and in compliance with the City Code, the developer installed public improvements, including roadway improvements which consist of concrete sidewalks, curbs, gutters, as well as asphalt/paving, and the developer also installed water lines, sewer transmission lines, and drainage infrastructure. The roadway improvements, sewer lines, and water lines are all collectively referred to as "Public Improvements";

WHEREAS, Brookfield Holdings (Mercado) LLC, the developer of Rancho Mercado Phase 2 McMicken Way, dedicated to the City the street and public improvements, generally located at W. McMicken Way and Happy Valley Road;

WHEREAS, on or about May 5, 2022, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

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

Map of Infrastructure

EXHIBIT A

RANCHO MERCADO MCMICKEN WAY



INFRASTRUCTURE TO BE ACCEPTED:

- SEWER
- WATER
- ROADWAY
- STORM DRAIN

N.T.S.
VICINITY MAP
SECTION 8 & 9, T.4N, R.1W.

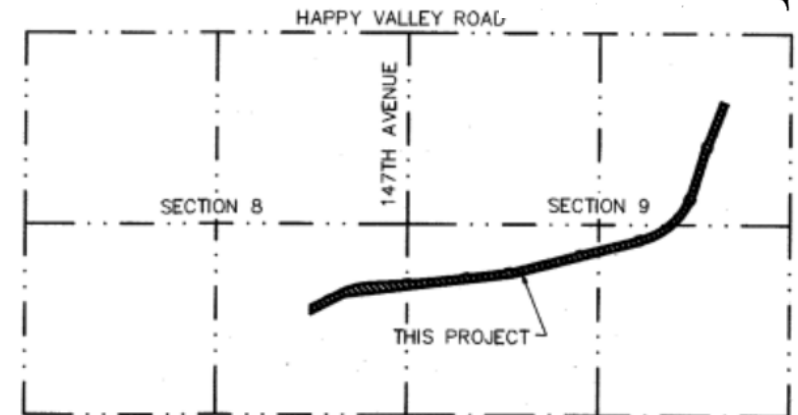


EXHIBIT B

List and Cost of Improvements



EXHIBIT B

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

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 7/1/2022
Re: Rancho Mercado Phase 2 McMicken Way

The public improvements for the above project have been completed and are tentatively scheduled for the August 2, 2022 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Paving	\$843,995.00
City Concrete	\$748,674.00
City Sewer	\$87,600.00
City Water	\$697,366.00
City Drainage	\$67,905.00

Total	\$2,445,540.00
--------------	-----------------------

June 24, 2022

William Lyon/Taylor Morrison
8840 E Chaparral Rd Ste 200
Scottsdale, AZ 85250

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RANCHO MERCADO
PHASE 2 MCMICKEN WAY – FS18-673**

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

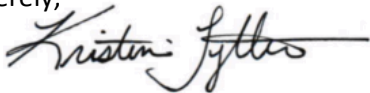
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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

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

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

Sincerely,



Kristin Tytler, P.E.
Public Works Director

cc: Nuning Lemka, PW Engineering Manager
John McFarland, PW Streets Manager
Michael Boule, Water Resource Management

David Mobley, PW Field Engineering Supervisor
Amanda Correia, Finance
Warren Bert, GIS



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 4/11/2022 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

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

10/26/2021 Date of Punch-List Walk 1/14/2022 Date Punch-List Completed

FS Number: FS18-673 Permit Number(s): E19P-0671; 0672; 0673; 0675; 0676; 0677

Project Name: Rancho Mercado Phase 2 McMicken Way

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

Mark Clouse (Mclouse@taylormorrison.com) William Lyon/Taylor Morison
8840 E Chaparral Rd 200, Scottsdale AZ 85250

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
McMicken Way	Collector	Happy Valley Rd	STA 10+00	2	2.5	Median

MATERIALS:

Asphalt:	<u>Vulcan Materials</u>	Supplier	<u>2.5</u>	Total Lane Miles	<u>29845</u>	Total Square Yards
Water:	<u>8" PVC</u>	Size/Type	<u>604</u>	Total LF	<u>12" DIP</u>	Size/Type <u>6972</u> Total LF
	<u>16" DIP</u>	Size/Type	<u>70</u>	Total LF	<u>12" DIP</u>	Size/Type <u>672</u> Total LF
Sewer:	<u>8" PVC</u>	Size/Type	<u>82</u>	Total LF		Size/Type <u> </u> Total LF
		Size/Type		Total LF		Size/Type <u> </u> Total LF
Storm:	<u>18" RGRCP III</u>	Size/Type	<u>469</u>	Total LF	<u>24" RGRCP III</u>	Size/Type <u>105</u> Total LF
	<u>18" RGRCP V</u>	Size/Type	<u>477</u>	Total LF		Size/Type <u> </u> Total LF
Fire Ln:		Size/Type		Total LF		Size/Type <u> </u> Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

APPROVAL:

Civil Inspector: Jose Belman
 Civil Engineering Supervisor: Ed A Mahly

Date: 4/11/22
 Date: 5/5/2022

FS Case	Project Name	Private/Public	Classification	Roadway	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	Width (pavement)	Pavement Area (ft ²)	Pavement Area (SY)
FS18-673	Rancho Mercado Ph2 McMicken Way	Public	Collector	McMicken Way	6896.0	1.31	0.25	0.75	49.0	337,304	57,345



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 1, 2022
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Kristin Tytler, Department Director
District: District 1

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

Agenda Wording:

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Parcel A6, generally located at W. McMicken Way and W. JJ Ranch Road; Resolution #2022-85.

Motion:

I move to approve Resolution #2022-85.

Background:

The Public Works Department conducted the final inspection of the public improvements for Rancho Mercado Parcel A6, generally located at W. McMicken Way and W. JJ Ranch Road, on or about April 20th, 2022, totaling 165,900 SY (approximately 5,925 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, storm drain, water lines, and wastewater lines. Domestic water lines are located within the Epcor water jurisdiction.

Objective Analysis:

The improvements for this property provide access and conveyance to the property, storm drains to convey wastewater to retention basins, sewer lines to convey wastewater from the property to the City's public system and water lines to convey domestic water to the property. This action will accept the required infrastructure.

Policy Compliant:

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

Financial Impact:

Acceptance of streets, sewer, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with

this item is \$2,091,621.00

Budget Impact:

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

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res 2022-85 Infra Acceptance-RM A6
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
 4. 04_Linear Foot Verification
-

RESOLUTION # 2022-85

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT RANCHO MERCADO PARCEL A6, GENERALLY LOCATED AT W. MCMICKEN WAY AND W. JJ RANCH ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Rancho Mercado Parcel A6" on, November 5th, 2019;

WHEREAS, as a condition of the preliminary plat, approval of the final plat, and in compliance with the City Code, the developer installed certain public improvements, including roadway improvements which consist of concrete sidewalks, curbs and gutters, as well as asphalt/paving, and the developer also installed water lines, sewer transmission lines and drainage infrastructure. The roadway improvements, sewer lines, and water lines are all collectively referred to as "Public Improvements";

WHEREAS, Brookfield Holdings (Mercado) LLC, the developer of Rancho Mercado Parcel A6, dedicated to the City the street and public improvements, generally located at W. McMicken Way and W. JJ Ranch Road;

WHEREAS, on or about April 20th, 2022, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

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

Map of Infrastructure

Rancho Mercado Phase 2 Parcel A6



**INFRASTRUCTURE TO
BE ACCEPTED:**

-  **WATER**
-  **SEWER**
-  **STORM DRAIN**
-  **ROADWAY**

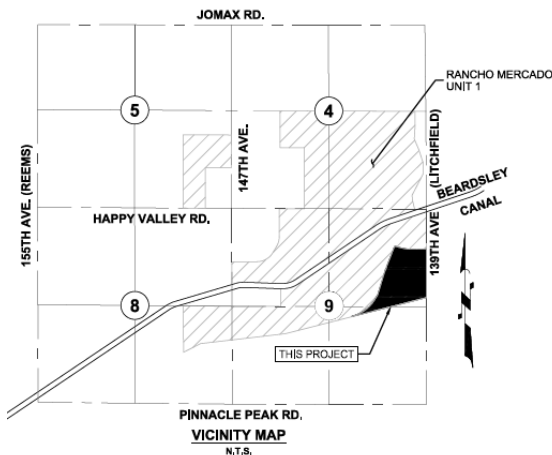


EXHIBIT B

List and Cost of Improvements



EXHIBIT B

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

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 7/1/2022
Re: Rancho Mercado Parcel A6

The public improvements for the above project have been completed and are tentatively scheduled for the August 2, 2022 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Paving	\$539,412.00
City Concrete	\$673,102.50
City Sewer	\$373,395.60
City Water	\$381,591.80
City Drainage	\$124,119.10
Total	\$2,091,621.00

May 6, 2022

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

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RANCHO MERCADO
PHASE 2 PARCEL A6 FINAL PLAT – FS19-275**

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

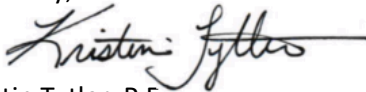
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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

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

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

Sincerely,



Kristin Tytler, P.E.
Public Works Director

cc: Nuning Lemka, PW Engineering Manager
John McFarland, PW Streets Manager
Michael Boule, Water Resource Management

David Mobley, PW Field Engineering Supervisor
Amanda Correia, Finance
Warren Bert, GIS



SURPRISE
ARIZONA

PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 4/13/2022 _____ Commercial _____ Commercial w/Offsite X Residential

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

11/30/2021 Date of Punch-List Walk 2/16/2022 Date Punch-List Completed

FS Number: FS19-275 Permit Number(s): E19P-0974; 0975; 0976; 0977; 0978; 0979

Project Name: RANCHO MERCADO PHASE 2 PARCEL A6

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

MARK CLOUSE (Mclouse@taylormorrison.com)

TAYLOR MORRISON/ARIZONA INC 9000 E PIMA CENTER PKWY 350, SCOTTSDALE AZ 85258

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Hatfield Rd	Local	139th Dr	140th Ave	2	.25	N/A
JJ Ranch Rd	Local	139th Dr	140th Ave	2	.25	N/A
139th Dr	Local	Hatfield Rd	JJ Ranch Rd	2	.25	N/A
140th Ave	Local	Hatfield Rd	Tierra Grande	2	.5	N/A
JJ Ranch Rd	Local	McMicken Way	140th Ave	2	.25	N/A

MATERIALS:

Asphalt:	<u>Southwest Asphalt</u>	Supplier	<u>3.5</u>	Total Lane Miles	<u>19730</u>	Total Square Yards
Water:	<u>8" PVC</u>	Size/Type	<u>6150</u>	Total LF	<u>12" DIP</u>	Size/Type <u>956</u> Total LF
		Size/Type		Total LF		Size/Type _____ Total LF
Sewer:	<u>8" PVC</u>	Size/Type	<u>5652</u>	Total LF		Size/Type _____ Total LF
		Size/Type		Total LF		Size/Type _____ Total LF
Storm:	<u>8" PVC</u>	Size/Type	<u>60</u>	Total LF	<u>18" RGRCP III</u>	Size/Type <u>54</u> Total LF
	<u>24" RGRCP III</u>	Size/Type	<u>116</u>	Total LF	<u>18" RGRCP V</u>	Size/Type <u>32</u> Total LF
Fire Ln:	<u>N/A</u>	Size/Type		Total LF		Size/Type _____ Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

<u>X</u> Copy of Punch List	<u>X</u> AOC
<u>N/A</u> Final Certification Letter from Engineer of Record	<u>X</u> Asphalt Concrete Ticket w/ Name of Contractor
<u>X</u> Complete Geotechnical Testing Packet	<u>X</u> Streetlight Energize Letter
<u>X</u> Sewer Pressure Testing Results	<u>X</u> As built Documents (PDF copy on CD)
<u>X</u> Sewer Manhole Vacuum Testing Certification	<u>N/A</u> Updated asbuilt CAD base files (copy on CD)
<u>X</u> Sewer Manhole Insecticide Certification	
<u>X</u> Sewer Videos with Operators Notes (inc. re-videos)	
<u>X</u> Other <u>Page 1 of 3</u> _____ (Specify)	

APPROVAL:

Civil Inspector: Jose Belman
Civil Engineering Supervisor: D. A. Mahley

Date: 4/13/22

Date: 4/20/2024



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 4/13/2022 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

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

11/30/2022 Date of Punch-List Walk 2/16/2022 Date Punch-List Completed

FS Number: FS19-275 Permit Number(s): E19P-0974; 0975; 0976; 0977; 0978; 0979

Project Name: RANCHO MERCADO PHASE 2 PARCEL A6

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

MARK CLOUSE (Mclouse@taylormorrison.com)

TAYLOR MORRISON/ARIZONA INC 9000 E PIMA CENTER PKWY 350, SCOTTSDALE AZ 85258

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest 1/4 mi.	Features
Villa Lindo Dr	Local	139th Dr	140th Ave	2	.25	N/A
Tierra Grande	Local	139th Dr	140th Ave	2	.25	N/A
Mariposa Grande	Local	139th Dr	Cul-de-sac	2	.5	N/A
139th Dr	Local	Villa Lindo Dr	Tierra Grande	2	.25	N/A
139th Dr	Local	Tierra Grande	Mariposa Grande	2	.25	N/A

MATERIALS:

Asphalt: _____ Supplier _____ Total Lane Miles _____ Total Square Yards _____

Water: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Sewer: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Storm: 30" RGRCP V Size/Type 284 Total LF 36" RGRCP V Size/Type 379 Total LF

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Fire Ln: N/A Size/Type _____ Total LF _____ Size/Type _____ Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List

☐ Final Certification Letter from Engineer of Record

☒ AOC

☒ Complete Geotechnical Testing Packet

☐ Asphalt Concrete Ticket w/ Name of Contractor

☒ Sewer Pressure Testing Results

☒ Streetlight Energize Letter

☒ Sewer Manhole Vacuum Testing Certification

☒ As built Documents (PDF copy on CD)

☒ Sewer Manhole Insecticide Certification

☐ Updated asbuilt CAD base files (copy on CD)

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

☒ Other Page 2 of 3

(Specify)

APPROVAL:

Civil Inspector: Jose Belman

Date: 4/13/22

Civil Engineering Supervisor: _____

Date: _____



PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 4/13/2022 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

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

11/30/2021 Date of Punch-List Walk 2/16/2022 Date Punch-List Completed

FS Number: FS19-275 Permit Number(s): E19P-0974; 0975; 0976; 0977; 0978; 0979

Project Name: RANCHO MERCADO PHASE 2 PARCEL A6

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

MARK CLOUSE (Mclouse@taylormorrison.com)

TAYLOR MORRISON/ARIZONA INC 9000 E PIMA CENTER PKWY 350, SCOTTSDALE AZ 85258

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest 1/4 mi.	Features
140th Ave	Local	Tierra Grande	Mariposa Grande	2	.25	N/A
142nd Ave	Local	140th Ave	McMicken Way	2	.25	N/A

MATERIALS:

Asphalt: _____ Supplier _____ Total Lane Miles _____ Total Square Yards _____

Water: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Sewer: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

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

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Fire Ln: N/A Size/Type _____ Total LF _____ Size/Type _____ Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List

☐ Final Certification Letter from Engineer of Record

☒ AOC

☒ Complete Geotechnical Testing Packet

☐ Asphalt Concrete Ticket w/ Name of Contractor

☒ Sewer Pressure Testing Results

☒ Streetlight Energize Letter

☒ Sewer Manhole Vacuum Testing Certification

☒ As built Documents (PDF copy on CD)

☒ Sewer Manhole Insecticide Certification

☐ Updated asbuilt CAD base files (copy on CD)

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

☒ Other Page 3 of 3 _____ (Specify)

APPROVAL:

Civil Inspector: Jose Belman

Date: 4/13/22

Civil Engineering Supervisor: _____

Date: _____

FS Case	Project Name	Private/Public	Classification	Roadway	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	Width (pavement) (ft)	Pavement Area (ft²)
19-275	Rancho Mercado Phase 2 Parcel A6	Public	Local	W Mariposa Grande	1276.0	0.24	0.25	0.48	28.0	35,728
19-275	Rancho Mercado Phase 2 Parcel A6	Public	Local	N 140th Avenue	275.0	0.05	0.25	0.10	28.0	7,700
19-275	Rancho Mercado Phase 2 Parcel A6	Public	Local	N 142nd Avenue	202.0	0.04	0.25	0.08	28.0	5,656
19-275	Rancho Mercado Phase 2 Parcel A6	Public	Local	W Tierra Grande	901.0	0.17	0.25	0.34	28.0	25,228
19-275	Rancho Mercado Phase 2 Parcel A6	Public	Local	N 140th Avenue	994.0	0.19	0.25	0.38	28.0	27,832
19-275	Rancho Mercado Phase 2 Parcel A6	Public	Local	N 139th Drive	273.0	0.05	0.25	0.10	28.0	7,644
19-275	Rancho Mercado Phase 2 Parcel A6	Public	Local	N 139th Drive	268.0	0.05	0.25	0.10	28.0	7,504
19-275	Rancho Mercado Phase 2 Parcel A6	Public	Local	W Villa Lindo Drive	533.0	0.10	0.25	0.20	28.0	14,924
19-275	Rancho Mercado Phase 2 Parcel A6	Public	Local	W JJ Ranch Road	125.0	0.02	0.25	0.05	28.0	3,500
19-275	Rancho Mercado Phase 2 Parcel A6	Public	Local	W JJ Ranch Road	430.0	0.08	0.25	0.16	28.0	12,040
19-275	Rancho Mercado Phase 2 Parcel A6	Public	Local	W Hatfield Road	361.0	0.07	0.25	0.14	28.0	10,108
19-275	Rancho Mercado Phase 2 Parcel A6	Public	Local	N 139th Drive	287.0	0.05	0.25	0.11	28.0	8,036
				Total	5925.0				Total	165,900



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 1, 2022
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Kristin Tytler, Department Director
District: District 1

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

Agenda Wording:

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Parcel A5, generally located at W. McMicken Way and W. JJ Ranch Road; Resolution #2022-82.

Motion:

I move to approve Resolution #2022-82.

Background:

The Public Works Department conducted the final inspection of the public improvements for Rancho Mercado Parcel A5, generally located at W. McMicken Way and W. JJ Ranch Road on or about April 21st, 2022 totaling 139,465 SY (approximately 4,981 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, waterlines, and wastewater lines.

Objective Analysis:

The improvements for this property provide access and conveyance to the property, sewer lines to convey wastewater from the property to the City's public system and water lines to convey domestic water to the property. This action will accept the required infrastructure.

Policy Compliant:

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

Financial Impact:

Acceptance of streets, sewer, and water infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,663,694.00.

Budget Impact:

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

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res 2022-82 Infra Acceptance-RM A5 final
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
 4. 04_Linear Foot Verification
-

RESOLUTION # 2022-82

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT RANCHO MERCADO PARCEL A5, GENERALLY LOCATED AT W. MCMICKEN WAY AND W. JJ RANCH ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Rancho Mercado Parcel A5" on, November 5th, 2019;

WHEREAS, as a condition of the preliminary plat, approval of the final plat, and in compliance with the City Code, the developer installed certain public improvements, including roadway improvements which consist of concrete sidewalks, curbs and gutters, as well as asphalt/paving, and the developer also installed water lines and sewer transmission lines. The roadway improvements, sewer lines, and water lines are all collectively referred to as "Public Improvements";

WHEREAS, Brookfield Holdings (Mercado) LLC, the developer of Rancho Mercado Parcel A5, dedicated to the City the street and public improvements, generally located at W. McMicken Way and W. JJ Ranch Road;

WHEREAS, on or about April 21st, 2022, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

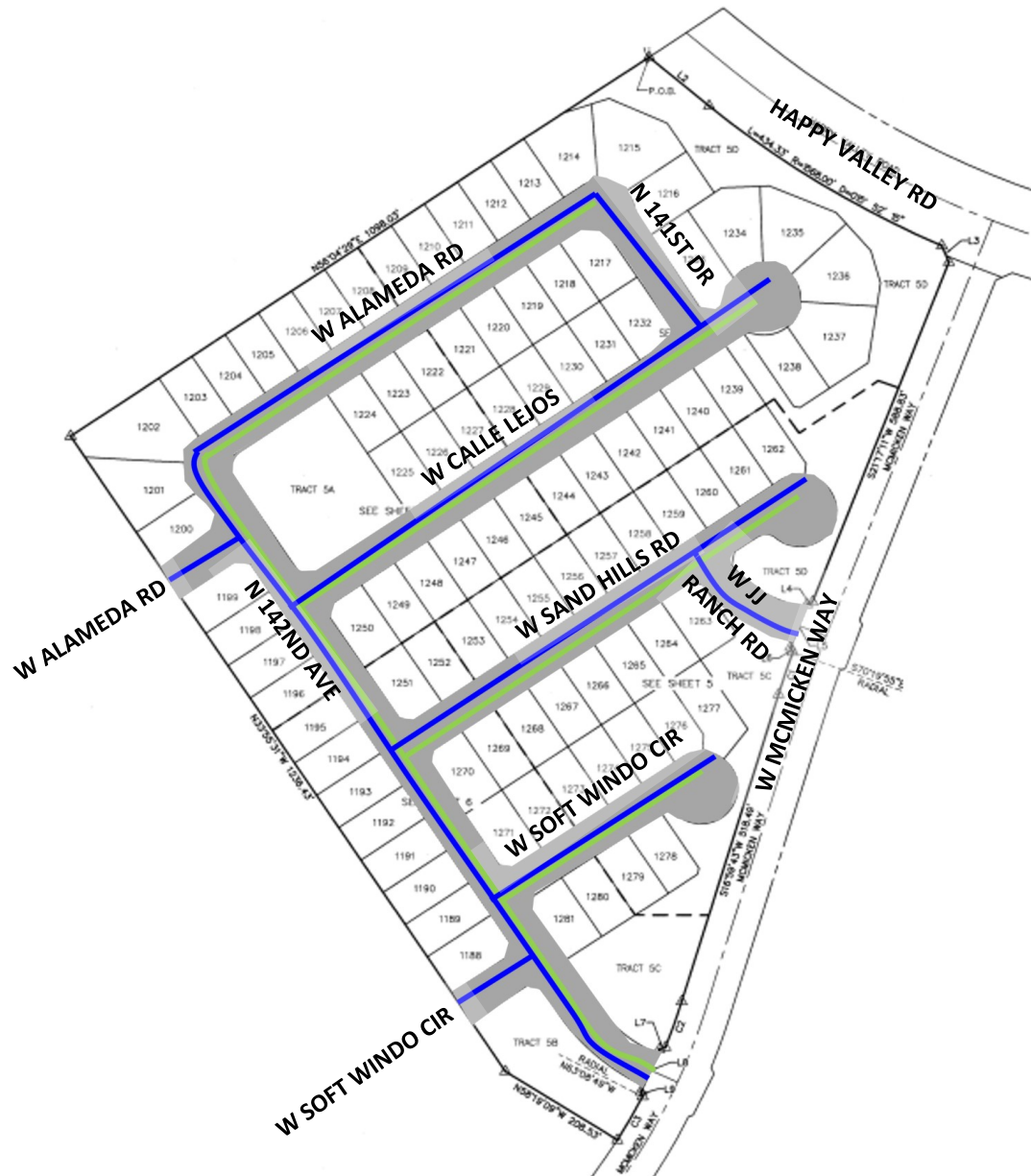
Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

EXHIBIT A

RANCHO MERCADO PARCEL A5



INFRASTRUCTURE TO BE ACCEPTED:

- SEWER
- WATER
- ROADWAY

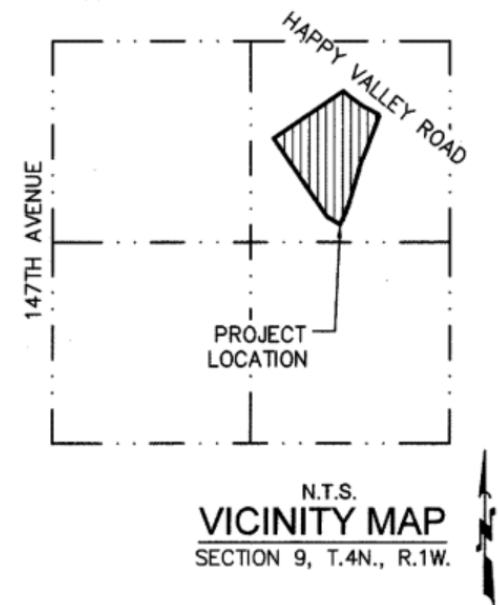


EXHIBIT B

List and Cost of Improvements



EXHIBIT B

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

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 7/1/2022
Re: Rancho Mercado Parcel A5

The public improvements for the above project have been completed and are tentatively scheduled for the August 2, 2022 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Paving	\$449,140.00
City Concrete	\$496,632.00
City Sewer	\$318,024.00
City Water	\$399,898.00

Total	\$1,663,694.00
--------------	-----------------------

June 24, 2022

Taylor Morrison
4900 E Scottsdale Rd Ste 2200
Scottsdale, AZ 85251

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RANCHO MERCADO
PHASE 2 PARCEL A5 – FS18-677**

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

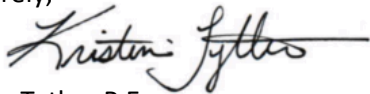
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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

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

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

Sincerely,



Kristin Tytler, P.E.
Public Works Director

cc: Nuning Lemka, PW Engineering Manager
John McFarland, PW Streets Manager
Michael Boule, Water Resource Management

David Mobley, PW Field Engineering Supervisor
Amanda Correia, Finance
Warren Bert, GIS



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 4/12/2022 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

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

11/17/2021 Date of Punch-List Walk 3/15/2022 Date Punch-List Completed

FS Number: FS18-677 Permit Number(s): E19P-0436; 0437; 0439; 0440; 0441; 04

Project Name: Rancho Mercado Phase 2 Parcel A5

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

Mark Clouse (Mclouse@taylor-morrison.com)

4900 E Scottsdale Rd 2200, Scottsdale AZ 85251

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest 1/4 mi.	Features
Alameda Rd	Local	141st Dr	142nd Ave	2	.25	N/A
Calle Lejos	Local	Cul-de-sac	142nd Ave	2	.25	N/A
Sand Hills Rd	Local	Cul-de-sac	142nd Ave	2	.25	N/A
Soft Wind Cir	Local	Cul-de-sac	142nd Ave	2	.25	N/A
JJ Ranch Rd	Local	McMicken Way	Sand Hills Rd	2	.25	N/A

MATERIALS:

Asphalt: Southwest Asphalt Supplier 2 Total Lane Miles 16755 Total Square Yards

Water: 8" PVC C-900 Size/Type 4930 Total LF Size/Type Total LF

 Size/Type Total LF Size/Type Total LF

Sewer: 8" PVC SDR-35 Size/Type 4038 Total LF Size/Type Total LF

 Size/Type Total LF Size/Type Total LF

Storm: 18" RGRCP III Size/Type 299 Total LF 24" RGRCP III Size/Type 37 Total LF

18" RGRCP V Size/Type 128 Total LF Size/Type Total LF

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

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List

☐ Final Certification Letter from Engineer of Record

☒ Complete Geotechnical Testing Packet

☒ Sewer Pressure Testing Results

☒ Sewer Manhole Vacuum Testing Certification

☒ Sewer Manhole Insecticide Certification

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

☒ Other Page 1 of 2

☒ AOC

☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Streetlight Energize Letter

☒ As built Documents (PDF copy on CD)

☐ Updated asbuilt CAD base files (copy on CD)

(Specify)

APPROVAL:

Civil Inspector: Jose Belman

Date: 4/12/22

Civil Engineering Supervisor: D. A. Mahoney

Date: 4/21/22



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 4/12/2022 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

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

11/17/2021 Date of Punch-List Walk 3/15/2022 Date Punch-List Completed

FS Number: FS18-677 Permit Number(s): E19P-0436; 0437; 0439; 0440; 0441; 0442

Project Name: Rancho Mercado Phase 2 Parcel A5

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

Mark Clouse (Mclouse@taylormorrison.com)

4900 E Scottsdale Rd 2200, Scottsdale AZ 85251

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
141st Dr	Local	Calle Lejos	Alameda Rd	2	.25	N/A
142nd Ave	Local	McMicken Way	Alameda Rd	2	.5	N/A

MATERIALS:

Asphalt: _____ Supplier _____ Total Lane Miles _____ Total Square Yards

Water: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Sewer: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

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

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

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

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List

☐ Final Certification Letter from Engineer of Record

☒ AOC

☒ Complete Geotechnical Testing Packet

☐ Asphalt Concrete Ticket w/ Name of Contractor

☒ Sewer Pressure Testing Results

☒ Streetlight Energize Letter

☒ Sewer Manhole Vacuum Testing Certification

☒ As built Documents (PDF copy on CD)

☒ Sewer Manhole Insecticide Certification

☐ Updated asbuilt CAD base files (copy on CD)

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

☒ Other Page 2 of 2

(Specify)

APPROVAL:

Civil Inspector: Jose Belman

Date: 4/12/22

Civil Engineering Supervisor: _____

Date: _____

FS Case	Project Name	Private/Public	Classification	Roadway	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	Width (pavement) (ft)	Pavement Area (ft ²)
FS18-677	Rancho Mercado Parcel A5	Public	Local	N. 142nd Avenue	1232.6	0.23	0.25	0.75	28.0	34,513
FS18-677	Rancho Mercado Parcel A5	Public	Local	W. Alameda Road	155.4	0.03	0.25	0.75	28.0	4,351
FS18-677	Rancho Mercado Parcel A5	Public	Local	W. Soft Wind Circle	150.1	0.03	0.25	0.75	28.0	4,203
FS18-677	Rancho Mercado Parcel A5	Public	Local	W. Soft Wind Circle	424.2	0.08	0.25	0.75	28.0	11,878
FS18-677	Rancho Mercado Parcel A5	Public	Local	W. Sand Hills Road	809.0	0.15	0.25	0.75	28.0	22,652
FS18-677	Rancho Mercado Parcel A5	Public	Local	W. Calle Lejos	937.0	0.18	0.25	0.75	28.0	26,236
FS18-677	Rancho Mercado Parcel A5	Public	Local	W. Alameda Road	761.4	0.14	0.25	0.75	28.0	21,319
FS18-677	Rancho Mercado Parcel A5	Public	Local	N. 141st Drive	291.2	0.06	0.25	0.75	28.0	8,154
FS18-677	Rancho Mercado Parcel A5	Public	Local	W. JJ Ranch Road	220.0	0.04	0.25	0.75	28.0	6,160
				Total	4980.90				Total	139,465



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 1, 2022
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Kristin Tytler, Department Director
District: District 1

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

Agenda Wording:

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Parcel A18E, generally located at N. 142nd Avenue and W. Buckskin Trail; Resolution #2022-83.

Motion:

I move to approve Resolution #2022-83.

Background:

The Public Works Department conducted the final inspection of the public improvements for Rancho Mercado Parcel A18E, generally located at N. 142nd Avenue and W. Buckskin Trail on or about May 10th, 2022, totaling 46,973 SY (approximately 1,678 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, waterline, and wastewater lines.

Objective Analysis:

The improvements for this property provide access and conveyance to the property, sewer lines to convey wastewater from the property to the City's public system and water lines to convey domestic water to the property. This action will accept the required infrastructure.

Policy Compliant:

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

Financial Impact:

Acceptance of streets, sewer, and water infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,406,844.25.

Budget Impact:

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

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res 2022-83 Infra Acceptance-RM A18E
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
 4. 04_Linear Foot Verification
-

RESOLUTION # 2022-83

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT RANCHO MERCADO PARCEL A18E, GENERALLY LOCATED AT N. 142ND AVENUE AND W. BUCKSKIN TRAIL.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Rancho Mercado Parcel A18E" on, September 17th, 2019;

WHEREAS, as a condition of the preliminary plat, approval of the final plat, and in compliance with the City Code, the developer installed certain public improvements, including roadway improvements which consist of concrete sidewalks, curbs and gutters, as well as asphalt/paving, and the developer also installed water lines, and sewer transmission lines. The roadway improvements, sewer lines, and water lines are all collectively referred to as "Public Improvements";

WHEREAS, Brookfield Holdings (Mercado) LLC, the developer of Rancho Mercado Parcel A18E, dedicated to the City the street and public improvements, generally located at N. 142nd Avenue and W. Buckskin Trail;

WHEREAS, on or about May 10th, 2022, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

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

Map of Infrastructure

EXHIBIT A

Rancho Mercado Parcel A18E

**INFRASTRUCTURE TO
BE ACCEPTED:**

- █ SEWER
- █ WATER
- █ ROADWAY

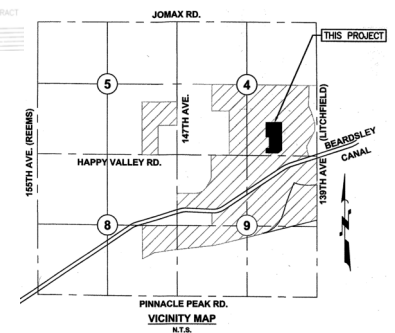


EXHIBIT B

List and Cost of Improvements



EXHIBIT B

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

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 7/1/2022
Re: Rancho Mercado Parcel A18E

The public improvements for the above project have been completed and are tentatively scheduled for the August 2nd, 2022 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Paving	\$416,785.00
City Concrete	\$306,953.50
City Sewer	\$380,554.00
City Water	\$302,551.75
Total	\$1,406,844.25

June 24, 2022

Taylor Morrison
4900 E Scottsdale Rd Ste 2200
Scottsdale, AZ 85251

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RANCHO MERCADO
PARCEL A18E – FS19-087**

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

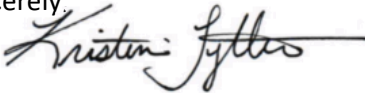
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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

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

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

Sincerely,



Kristin Tytler, P.E.
Public Works Director

cc: Nuning Lemka, PW Engineering Manager
John McFarland, PW Streets Manager
Michael Boule, Water Resource Management

David Mobley, PW Field Engineering Supervisor
Amanda Correia, Finance
Warren Bert, GIS



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 5/5/2022 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

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

2/15/2022 Date of Punch-List Walk 4/5/2022 Date Punch-List Completed

FS Number: FS19-087 Permit Number(s): E19P-0945; 0946; 0947; 0948; 0949; 0950

Project Name: Rancho Mercado Parcel A18E

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

MARK CLOUSE (mclouse@taylormorrison.com)

TAYLOR MORRISON/ARIZONA INC 4900 E SCOTTSDALE RD 2200, SCOTTSDALE AZ 85251

MAG TIP Reporting:

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

MATERIALS:

Asphalt:	_____	Supplier	_____	Total Lane Miles	_____	Total Square Yards	_____
Water:	<u>8" PVC C-900</u>	Size/Type	<u>5499</u>	Total LF	_____	Size/Type	_____
		Size/Type	_____	Total LF	_____	Size/Type	_____
Sewer:	<u>8" PVC (SDR-35)</u>	Size/Type	<u>4900</u>	Total LF	_____	Size/Type	_____
		Size/Type	_____	Total LF	_____	Size/Type	_____
Storm:	<u>24" RGRCP III</u>	Size/Type	<u>106</u>	Total LF	<u>18" RGRCP V</u>	Size/Type	<u>31</u>
		Size/Type	_____	Total LF	_____	Size/Type	_____
Fire Ln:	<u>N/A</u>	Size/Type	_____	Total LF	_____	Size/Type	_____

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

APPROVAL:

Civil Inspector: [Signature]

Date: 5/5/22

Civil Engineering Supervisor: [Signature]

Date: 5/10/22

FS Case	Project Name	Private/Public	Classification	Roadway	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	Width (pavement) (ft)	Pavement Area (ft ²)
FS19-087	Rancho Mercado Parcel A18E	Public	Local	W. Buckskin Trail	234.0	0.04	0.25	0.75	28.0	6,552
FS19-087	Rancho Mercado Parcel A18E	Public	Local	W. Hackamore Drive	277.0	0.05	0.25	0.75	28.0	7,756
FS19-087	Rancho Mercado Parcel A18E	Public	Local	W. Bronco Trail	403.4	0.08	0.25	0.75	28.0	11,295
FS19-087	Rancho Mercado Parcel A18E	Public	Local	N. 141st Drive	763.2	0.14	0.25	0.75	28.0	21,370
				Total	1677.6				Total	46,973



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 1, 2022
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Kristin Tytler, Department Director
District: District 1

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

Agenda Wording:

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Parcel A1, generally located at N. 147th Avenue and W. McMicken Way; Resolution #2022-84.

Motion:

I move to approve Resolution #2022-84.

Background:

The Public Works Department conducted the final inspection of the public improvements for Rancho Mercado Parcel A1, generally located at N. 147th Avenue and W. McMicken Way, on or about March 15, 2022, totaling 14,218 SY (approximately 4,570 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, storm drain, waterlines and wastewater lines.

Objective Analysis:

The improvements for this property provide access and conveyance to the property, storm drains to convey wastewater to retention basins, sewer lines to convey wastewater from the property to the City's public system and water lines to convey domestic water to the property. This action will accept the required infrastructure.

Policy Compliant:

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

Financial Impact:

Acceptance of streets, sewer, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,582,622.15.

Budget Impact:

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

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res 2022-84 Infra Acceptance-RM A1 final
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
 4. 04_Linear Foot Verification
-

RESOLUTION # 2022-84

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT RANCHO MERCADO PARCEL A1, GENERALLY LOCATED AT N. 147TH AVENUE AND W. MCMICKEN WAY.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Rancho Mercado Parcel A1" on, August 18th, 2020;

WHEREAS, as a condition of the preliminary plat, approval of the final plat, and in compliance with the City Code, the developer installed certain public improvements, including roadway improvements which consist of concrete sidewalks, curbs and gutters, as well as asphalt/paving, and the developer also installed water lines, sewer transmission lines and drainage infrastructure. The roadway improvements, sewer lines, and water lines are all collectively referred to as "Public Improvements";

WHEREAS, Brookfield Holdings (Mercado) LLC, the developer of Rancho Mercado Parcel A1, dedicated to the City the street and public improvements, generally located at N. 147th Avenue and W. McMicken Way;

WHEREAS, on or about March 15, 2022, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

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

Map of Infrastructure

Rancho Mercado Phase 2 Parcel A1



INFRASTRUCTURE TO BE ACCEPTED:

- WATER
- SEWER
- STORM DRAIN
- ROADWAY

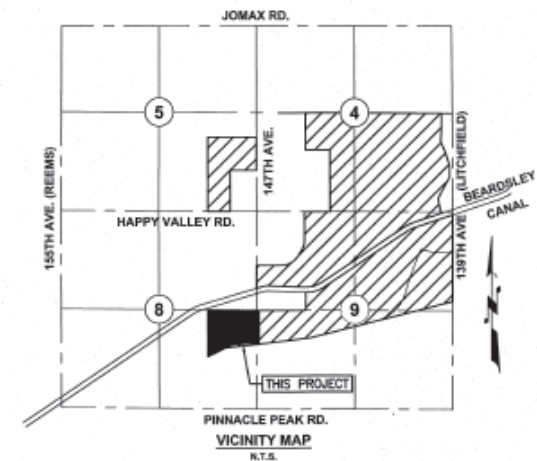


EXHIBIT B

List and Cost of Improvements



EXHIBIT B

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

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 7/1/2022
Re: Rancho Mercado Parcel A1

The public improvements for the above project have been completed and are tentatively scheduled for the August 2nd, 2022 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Paving	\$424,830.00
City Concrete	\$474,343.15
City Sewer	\$362,064.00
City Water	\$296,525.00
City Drainage	\$24,860.00
Total	\$1,582,622.15

April 11, 2022

Taylor Morrison
9000 E Pima Center Parkway #350
Scottsdale, AZ 85258

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RANCHO MERCADO
PHASE 2 PARCEL A1 FINAL PLAT – FS19-104**

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

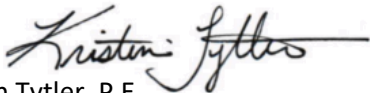
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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

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

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

Sincerely,



Kristin Tytler, P.E.
PW Director/City Engineer

cc: Nuning Lemka, PW Engineering Manager
John McFarland, PW Streets Manager
Michael Boule, Water Resource Management

David Mobley, PW Field Engineering Supervisor
Amanda Correia, Finance
Warren Bert, GIS



PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 3/15/2022 _____ Commercial _____ Commercial w/Offsite ☒ Residential
☒ COMPLETION ACCEPTANCE (End of Construction) _____ FINAL ACCEPTANCE (End of Warranty)
11/30/2021 Date of Punch-List Walk 1/20/2022 Date Punch-List Completed

FS Number: FS19-104 Permit Number(s): E19P-0651; 0652; 0654; 0655; 0656; 0657
Project Name: Rancho Mercado Phase 2 Parcel A1
Project Developer/Builder: (Name/Email, Address)
Mark Clouse mclouse@taylormorrison.com
Taylor Morrison 9000 E Pima Center Parkway 350, Scottsdale AZ 85258

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Sand Hills Rd	Local	147th Ln	Cul-de-sac	2	1/2	N/A
Cielo Grande Ave	Local	147th Ln	148th Dr	2	1/2	N/A
Soft Wind Dr	Local	147th Ln	148th Dr	2	1/2	N/A
147th Ln	Local	Sand Hills Rd	Soft Wind Dr	2	1/4	N/A
148th Ave	Local	Sand Hills Rd	Cielo Grande Ave	2	1/4	N/A

MATERIALS:

Asphalt: Southwest Asphalt Supplier 2.5 Total Lane Miles 14650 Total Square Yards _____
Water: 8" PVC Size/Type 4615 Total LF _____ Size/Type _____ Total LF _____
Sewer: 8" PVC Size/Type 4216 Total LF _____ Size/Type _____ Total LF _____
Storm: 18" RGRCP Class III Size/Type 224 Total LF _____ Size/Type _____ Total LF _____
18" RGRCP Class V Size/Type 128 Total LF _____ Size/Type _____ Total LF _____
Fire Ln: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF _____

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List
☒ Final Certification Letter from Engineer of Record
☒ Complete Geotechnical Testing Packet
☒ Sewer Pressure Testing Results
☒ Sewer Manhole Vacuum Testing Certification
☒ Sewer Manhole Insecticide Certification
☒ Sewer Videos with Operators Notes (inc. re-videos)
☒ Other Page 1 of 2 (Specify)
☒ AOC
☒ Asphalt Concrete Ticket w/ Name of Contractor
☒ Streetlight Energize Letter
☒ As built Documents (PDF copy on CD)
☒ Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: Jose Belman Date: 3/15/22
Civil Engineering Supervisor: Kristen Jylles Date: 3/15/22



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 3/15/2022 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

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

11/30/2021 Date of Punch-List Walk 1/20/2022 Date Punch-List Completed

FS Number: FS19-104 Permit Number(s): E19P-0651; 0652; 0654; 0655; 0656; 0657

Project Name: Rancho Mercado Phase 2 Parcel A1

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

Mark Clouse mclouse@taylormorrison.com

Taylor Morrison 9000 E Pima Center Parkway 350, Scottsdale AZ 85258

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
148th Dr	Local	Cielo Grande Ave	McMicken Way	2	1/4	N/A
Sand Hills Rd	Local	147th Ave	147th Ln	2	1/4	N/A

MATERIALS:

Asphalt:	_____	Supplier	_____	Total Lane Miles	_____	Total Square Yards	_____
Water:	_____	Size/Type	_____	Total LF	_____	Size/Type	_____
	_____	Size/Type	_____	Total LF	_____	Size/Type	_____
Sewer:	_____	Size/Type	_____	Total LF	_____	Size/Type	_____
	_____	Size/Type	_____	Total LF	_____	Size/Type	_____
Storm:	_____	Size/Type	_____	Total LF	_____	Size/Type	_____
	_____	Size/Type	_____	Total LF	_____	Size/Type	_____
Fire Ln:	_____	Size/Type	_____	Total LF	_____	Size/Type	_____

Additional Comments: _____

SUPPORTING DOCUMENTATION REQUIRED:

☐ Copy of Punch List ☐ Final Certification Letter from Engineer of Record ☐ Complete Geotechnical Testing Packet ☐ Sewer Pressure Testing Results ☐ Sewer Manhole Vacuum Testing Certification ☐ Sewer Manhole Insecticide Certification ☐ Sewer Videos with Operators Notes (inc. re-videos) ☒ Other <u>Page 2 of 2</u>	☐ AOC ☐ Asphalt Concrete Ticket w/ Name of Contractor ☐ Streetlight Energize Letter ☐ As built Documents (PDF copy on CD) ☐ Updated asbuilt CAD base files (copy on CD) _____ (Specify)
--	---

APPROVAL:

Civil Inspector: Jose Belman

Date: 3/15/22

Civil Engineering Supervisor: _____

Date: _____

FS Case	Project Name	Private/Public	Classification	Roadway	Roadway Data						
					Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	Width (pavement) (ft)	Pavement Area (ft ²)	Pavement Area (sq)
19-104	Rancho Mercado Phase 2 Parcel A1	Public	Local	N 148th Drive	654.0	0.12	0.25	0.25	28.0	18,312	2,035
19-104	Rancho Mercado Phase 2 Parcel A1	Public	Local	W Soft Wind Drive	967.0	0.18	0.25	0.37	28.0	27,076	3,008
19-104	Rancho Mercado Phase 2 Parcel A1	Public	Local	W Cielo Grande Avenue	967.0	0.18	0.25	0.37	28.0	27,076	3,008
19-104	Rancho Mercado Phase 2 Parcel A1	Public	Local	N 147th Drive	528.0	0.10	0.25	0.20	28.0	14,784	1,643
19-104	Rancho Mercado Phase 2 Parcel A1	Public	Local	W Sand Hills Road	147.0	0.03	0.25	0.06	28.0	4,116	457
19-104	Rancho Mercado Phase 2 Parcel A1	Public	Local	N 148th Avenue	232.0	0.04	0.25	0.09	28.0	6,496	722
19-104	Rancho Mercado Phase 2 Parcel A1	Public	Local	W Sand Hills Road	1075.0	0.20	0.25	0.41	28.0	30,100	3,344
				Total	4570.0				Total	127,960	14,218



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 1, 2022

Contact Person: Seth Dyson, DIRECTOR - HSCV

Submitting Department: Human Svcs and Comm
Vitality

District: Citywide

Staff Recommendations:

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Presentation and discussion pertaining to the 2021-2022 Surprise Community Outreach Program and Neighborhood Grant awards.

Motion:

Discussion only.

Background:

The City Council designated \$110,000 from the FY2022 budget for community outreach programs. \$100,000 has been allocated for the Surprise Community Outreach Program (SCOP) and \$10,000 for the Neighborhood Grant Program. There were a total of 21 local non-profits that were supported through the SCOP program and 2 neighborhoods through the Neighborhood Grant program.

Objective Analysis:

Discussion only

Policy Compliant:

This item is compliant with City and Council policy.

Financial Impact:

\$89,515 has been reimbursed to grantees through the FY2022 SCOP Program and \$10,000 was awarded to Neighborhood Grant applicants.

Budget Impact:

The FY2022 adopted budget included \$110,000 in appropriations for the SCOP and Neighborhood Grant Programs.

FTE Impact:

NA

ATTACHMENTS:

1. 1. Council Presentation
-



Community Outreach Program Update

August 1, 2022

PURPOSE

Surprise Community Outreach Program (\$100,000)

Provide funding assistance to organizations that serve Surprise residents through programs, events and activities that enhance the overall lifestyle of the community



COMMUNITY OUTREACH PROGRAM GUIDELINES

- Must provide verification of 501(c)3 status
- Must submit a new application with every program cycle
- Events, programs, activities, etc. must take place in the City of Surprise
- Must include a proposed budget for use of funds
- Reporting is required
- Recipients will acknowledge grant award in marketing of event/program
- Funds are provided on an invoice or reimbursement basis
- Maximum award is \$10,000

A New Leaf, Inc.



- Award amount = \$6,000
- IRS certified volunteer preparers provide free basic tax preparation and free electronic filing service for low-income families, people with disabilities, limited English speaking capabilities, Senior and Veterans for Surprise and neighboring city's residents
- $655/978 = 67\%$ of total served were City of Surprise & neighboring cities residents
- Over \$1.4 Million in Federal and State tax refunds were brought back into the community. Surprise residents utilize tax returns to pay rent, utilities and obtain other basic needs to maintain or improve the quality of their life



Benevilla



- Award amount = \$5,000
- Assisted transportation to medical appointments
- Grocery shopping & emergency errands
- Phone Pal Visits – reducing social isolation
- Minor home repairs & business assistance
- **50** unduplicated Surprise residents received assistance with **516** acts of service from July 1, 2021 – March 31, 2022

Benevilla's Volunteer Home Services program matches volunteers with seniors & adults with disabilities to provide free services to remain living independently and meet their basic needs.

*pics may have been taken prior to COVID

Dysart Education Foundation



- Awarded amount= \$4,000
- 16 Innovative or Arts focused teacher mini-grants awarded
- 11 schools across grades K-12
- Enhanced learning experiences for Students

Fresh Start Women's Foundation



- Award amount = \$3,000
- Comprehensive services to support women's self-sufficiency
- 91 Surprise women served (unduplicated)
 - 32 received career/education services
 - 33 received Social Work services
 - 71 attended workshops
- 93% report that because of Fresh Start, she feels more supported & equipped to face her current circumstances

HART Pantry



- Award amount= \$5,000
- Provided weekend food packs to at-risk teens in the Dysart High Schools
- 6,609 Food bags sent in 2021-2022 School year.
- All requests from school staffs were met weekly
- Also provided 150 backpacks, 79 Christmas bags, blankets, toiletries, socks, masks, and basic clothing

Meals of Joy



- Award amount= \$5,000
- Fresh, hot nutritious and delicious meals distributed to low-income seniors, *at no-cost !*
- 42 seniors served in the City of Surprise
- 500 meals were prepared and delivered by our volunteer drivers to City of Surprise low-income & medically challenged seniors



Radiant Church

- Award Amount = \$5,000
- Tim Tebow Foundation A Night to Shine Event
- Unable to hold event due to COVID - 19

Seeds of Hope International Ministries

Award amount = \$5,000

2022 5th Annual "Bean Bag Day" Event

The \$4,000 allocated funding for this event was exhausted towards the purchase of 6,000lbs of bulk dry pinto beans. The total amount expended was on this project \$4,400.

- *Approximately 27,000 individuals will be assisted as a result.
- *Nearly 130 volunteers participated on April 16th, 2022.
- *Numerous outside organizations participated (i.e., City of Surprise, Dysart Unified School District, multiple Rotary Clubs, Shadow Ridge High School Football Team, and local churches).
- *The additional \$400 that was expended on this project budget for beans, resources, and packaging supplies, was provided by the Rotary Club of Surprise Sunset (\$400).

Project Connect-Spencer's Place

A total of \$2,000 was applied towards the yearly Century Link internet service costs of Spencer's Place.

- *12 months of Century Link internet expenditures covered.
- *Estimated averages reflect that over 3,120 (10 per day) Wi-Fi users benefited annually, as did a variety of nonprofit organizations due to doors remaining open.
- *Over 100 employee hours were offset through "Project Connect".

Surprise Young Life Sponsorship Project

The \$3,000 allocated funding has been utilized as part of the "Surprise Young Life Sponsorship Project" to sponsor specific line-item expenses of the Surprise Young Life, freeing up organizational funding for other areas of need.

- *Rental of two busses off set camp costs for 88 youths.
- *Multiple gas fill-ups for Young Life vehicles.
- *3 camp scholarships for students experiencing financial hardships.

Marriage Enrichment Project

\$1,000 was allocated for the acquisition of five Weekend to Remember registration gift certificates as part of our "Marriage Enrichment Project".

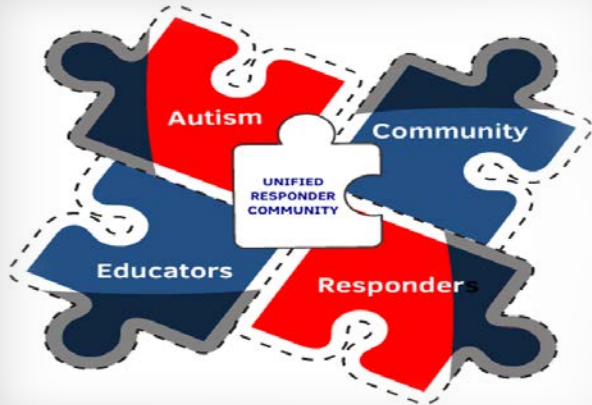
- *One couple has been gifted a registration scholarship.
- *Four more couples to be identified as recipients for registration scholarships.
- *Purchased registration gift certificates will be valid for available use to attend Weekend to Remember conferences occurring outside of Arizona.

SOHIM Community Enhancement Project (\$5,000 Granted)

2022 Bean Bag Day – VVCFB (\$2000)
Surprise Young Life Sponsorship Project (\$1500)
Project Connect–Spencer'(\$1000)
Marriage Enrichment Project (\$500)

\$5,000 was matched, for a project total of over \$10,000!

Sounds of Autism



Now that we have introduced our programs with your community, we will continue working with our College Students, Explorers, Educational Platforms to continue implementing information, awareness and training solutions and workshops to keep At-Risk/Autism Top of mind. This is a progressive, ever developing organization, adding another layer to Resources and Support to help everyone within our A.C.R.E. Communities – At-Risk, Community, Responders, Educational Leaders find those in need of help, especially during Crisis never leaving anyone Alone or remain in a Critical situation. It takes a community. Thank you City of Surprise for being an awesome community partner.

- Award amount = \$5,000
- Our Unified Responder Community 2021 Initiative was created to bridge the gaps between At-Risk/Autism populations within the West Valley Cities Arizona. The step by step program educates Families, Community, Responders and Educational Leaders how to work together to allow a safe platform for the At-Risk/Autism population within each individual West Valley City.
- Approx. Number Served – Families/Child 325, Community 250, Responders 110, Educational Leaders 145. This is what we tracked in Surprise Specifically.
- Performance measures – How many families supported with Diagnoses or Safe Support/Resource Solutions, Workshops, Networking, Training Programs attended and Tools Requested, Awareness Training Responders attended, Educational Leaders and Administration attended. We maintain our records based on the number of final Participants and/or the number of inquiries through out Website.

Special Olympics Arizona



Valley Vista High School and Shadow Ridge High School placing first and second place at the AIA Track and Field Championship in May.



All three UCS Surprise high schools also participated in many Unified Sports, including Soccer and Badminton.



- Award amount = \$5,000
- As Special Olympics Arizona (SOAZ) returned to in-person events and competitions in the 2021-2022 school year, Surprise Community Outreach Program Grant funding supported the Unified Champion Schools program in Valley Vista High School, Shadow Ridge High School, and Willow Canyon High School. This funding supported over 105 Surprise students with and without intellectual disabilities through participation in a number of Unified sports, including badminton, basketball, track and field, soccer, and floorball. Through the UCS program, SOAZ was able to provide opportunities for health education, build self-confidence and promote inclusion on campuses.
- SOAZ would not be able to accomplish all that it has without the continued support of the City of Surprise. Thank you for being champions of inclusion.

Spencer's Place



- Award amount = \$10,000
- Spencer's Place Intern Program: Provide job skills and valuable training to individuals with intellectual and developmental disabilities who would otherwise not have opportunities in the work force.
- 26 Interns
- 3 Interns moved into employment and 1 into a college program

Stepping Up for Seniors



- Award amount= \$3,500
- 69 total applicants for assistance in Phoenix metro area during period 2, provided financial related assistance. \$679.78
- 21 City of Surprise applicants
- 18 provided advise and counsel and referral to other community agencies at no cost
- 2 provided financial related assistance
- 1 application withdrawn/did not qualify

St Vincent de Paul, St. Clare of Assisi



- Award amount = \$5,000
- We do home visits with low income families in crisis in Surprise
- 10 families (13 adults, 17 kids, 1 senior) during July-Sept 2021
- Rent Assistance: \$5,000 from SCOP grant + \$5,600 from our SVdP Conference

Surprise Young Life



- Award amount = \$5,000
- Provided overnight retreat for training for leaders to build culture and community.
- Trained 10 college students in leadership, crisis intervention and mentorship in 2021-2022
- Placed 10 new leaders into middle school and high school clubs
- Sent 8 new leaders to summer camp in 2022
- 12 more kids were able to attend camp because of the newly trained leaders in Young Life

Transformation Treehouse Inc



- Award amount = \$4,000
- Used at our fundraiser events we now have a high quality 10x20 shade structure with flags and table covers that allow us to have a much more recognized presence in the community allowing us to send kids to summer camps!
- 27 surprise kids sent to camp
- Looking to send 100 kids this summer
- Have already raised over 5k in events with these marketing materials getting us that much closer to building our own Surprise camp!

Valley View Community Food Bank



- Award amount = \$7,500
- From April 2021- March 2022, Valley View Community Food Bank served Surprise almost 15,000 residents, twice the as the year before.
- Surprise residents received approximately 100,000 food boxes. No one is refused
- Each food box is individually prepared to meet family size and health needs. Extra help was provided during the holidays.

VetLink Foundation



- Award amount = \$5,000
- Step Up in Surprise held on 10/9/2021.
- 106 volunteers
- 45 organizations represented
- Welcomed by Mayor Hall
- Service providers: AZ@Work, A New Leaf, Habitat for Humanity, Fresh Start for Women, U-Haul, Vietnam Veterans of America, Lutheran Social Services of the Southwest and many more..

VetLink Foundation



- Award amount = \$2,000
- Coffee for Vets held every last Saturday of the Month
- Serves as an opportunity for Veterans to socialize, connect with the community, and share their need for services
- Special guests attended such as U.S. Senator Mark Kelly, U.S. Representative for Arizona Debbie Lesko, Poet and Iran & Afghanistan Combat Veteran Joshua Dickey, and “Battling Your Budget” Instructor from AmTrust Bank Paola Origel

Women4Women



- Award amount = \$2,000
- Distributed 1,296 bags of tampons and 1,120 bags of pads to 16 agencies.
- Served 2,416 women with feminine hygiene products.
- Held 11 packing parties with 156 volunteers, and participated in the City of Surprise MLK Day of Service and the Bean Bag Day of Service.

WHAM Art Association



- Award amount = \$5,000
- Art: A Path To Healing
WHAM's bi-monthly Free art classes to Veterans
- 40 continued attendance /
quality of artwork improved
- Safe place to meet and learn
skills to help relieve stress

Youngtown Community Fund



- Award amount = \$3,000
- Medical Equipment Lending
Served 517 Surprise clients
last year any other increased
our hours
- Updated inventory
- We are essential to the
residents of Surprise

NEIGHBORHOOD GRANT AWARD GUIDELINES

To receive support, projects must:

- Provide a public benefit,
- Result in a product, which benefits a neighborhood or the larger Surprise Community;
- Be feasible for completion by June 15, 2022;
- Involve the benefiting neighborhood in project identification, planning and execution;
- Emphasize neighborhood self-help, or
- Be educational, community-building, or a public physical improvement

Kingswood Parke



- Award amount = \$6,000
- New swings were added to our park
- 1,000+ families will enjoy this project
- We were able to complete this project under budget

Homestead at Marley Park



- Award amount = \$4,000
- We had 175-200 people at each movie
- Effective with family time and neighbors engaging in community
- We retained roughly 80% of attendees after first one
- We had consistent flow of new families each time

Providing opportunities for families to have quality time and neighbors to have community with others for free through movies in the park



Summary

With the **\$110,000** investment, **23** local non-profit and neighborhood groups were supported, which led to **5,707** people served through the Surprise Community Outreach Program and Neighborhood Grant Program

- Seeds of Hope Bean Bag donation to Valley View Food Bank = 27,000
- Valley View Food Bank people served for FY22 with all fund sources = 15,000



Thank You

Thanks to Jodi Wittrock, Karina Caraveo, Deb Perry & Seth Dyson

Questions?





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 1, 2022

Contact Person: Andrea Davis, DIRECTOR -
FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations:

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an amendment to Chapter 26 of the Surprise Municipal Code relating generally to business licenses; Ordinance No. 2022-17.

Motion:

I move to approve Ordinance #2022-17.

Background:

The Finance Department has been working to update processes and enhance customer service related to business licensing. The attached ordinance removes Special Event License requirements for all businesses except for mobile food vendors, increases business friendliness, updates to definitions and license exemptions, and clarifications for compliance and administration.

Objective Analysis:

The action will clarify, update, and improve the consistency of the business license provisions of the Surprise Municipal Code.

Policy Compliant:

This item is compliant with City and Council Policies.

Financial Impact:

Based on an analysis, these changes will result in a revenue loss of approximately \$6,000 and will be offset by the reduction in staff time.

Budget Impact:

None

FTE Impact:

None

ATTACHMENTS:

1. 08.01.2022 Special Event-Business License Municipal Code Changes
 2. 07.25.2022_Ord 2022-17 Chpt 26 Licenses
-



Special Event & Business License Code Enhancements

Finance Department – August 1, 2022

Purpose of Licensing

- Ensures Suitable Zoning for Businesses
- Aids in the Identification of Taxpayers for Transaction Privilege Tax Collections
- Provides Information about Businesses within the City
- Assists with State and County Licensing Requirements

Proposed Changes

- Removes Special Event License Requirements for all Businesses except for Mobile Food Vendors
- Increases Business Friendliness
- Updates to Definitions and License Exemptions
 - Added Public Schools, Captive Insurers, Franchise Agreements, and Telecommunications License Agreements
- Clarifications for Compliance and Administration



QUESTIONS OR COMMENTS?

Thank You

ORDINANCE # 2022-17

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING SURPRISE MUNICIPAL CODE BY REPEALING CHAPTER 26, ARTICLE II, BUSINESS LICENSES, DIVISION 1, GENERALLY, SECTION 26-33; REPEALING CHAPTER 26, ARTICLE II, DIVISION 2, SPECIAL EVENTS, SECTIONS 26-47, 26-48, 26-49, 26-50, AND 26-51; REPEALING CHAPTER 26, ARTICLE V, SEXUALLY ORIENTED BUSINESSES, SECTION 26-148; AMENDING CHAPTER 26, ARTICLE II, DIVISION 1, SECTIONS 26-19, 26-20, 26-22, 26-27, 26-29, 26-31, 26-36, 26-37, 26-38, 26-42, 26-43, 26-44, 26-45, AND 26-46; AMENDING CHAPTER 26, ARTICLE IV, MASSAGE PARLORS, SECTIONS 26-95, 26-96, 26-98, 26-101, 26-102, 26-105, 26-106, 26-107, AND 26-108; AMENDING CHAPTER 26, ARTICLE V, SEXUALLY ORIENTED BUSINESSES, SECTIONS 26-135, 26-138, 26-146, AND 26-147; AMENDING CHAPTER 26, ARTICLE VI, TATTOO AND/OR BODY PIERCING, SECTIONS 26-174, 26-176, 26-185, 26-186, AND 26-187; AND AMENDING CHAPTER 26, ARTICLE IX, SECONDHAND SALES, SECTION 26-230; INCLUDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, Surprise Municipal Code (“Code”) Section 1-5 authorizes the City Council to amend the Code;

WHEREAS, the Mayor and Council and seek to clarify, update, and improve the consistency of the business licensing provisions of the Surprise Municipal Code; and

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

Section 1. The following sections of Chapter 26, Article II, Business Licenses, of the Surprise Municipal Code are hereby **repealed**:

- Sec. 26-33. - Renewal of license.
- Sec. 26-47. - Definitions.
- Sec. 26-48. - Special event, sponsor/promoter requirements.
- Sec. 26-49. - Special event, vendor requirements.
- Sec. 26-50. - Enforcement.
- Sec. 26-51. - Penalties for violations.

Section 2. Chapter 26, Article V, Sexually Oriented Businesses, Section 26-148, Judicial appeal, of the Surprise Municipal Code is hereby **repealed**.

Section 3. Chapter 26 of the Surprise Municipal Code is hereby amended as described on attached Exhibit A, and incorporated by this reference.

Section 4. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed.

Section 5. 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 6. 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

Ordinance 2022-17
Exhibit A

Sec. 26-19. Definitions.

The following words, terms and phrases, when used in this ~~article~~chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Business means all activities or acts, personal or corporate, engaged in, and caused to be engaged in, with the object of gain, benefit, or advantage, either direct or indirect, but not casual activities or sales. The term "business" shall include any trade, business, game, amusement, calling, profession, or occupation, ~~or ownership of residential rental property. For purposes of this article, business shall not include special events (article II, division 2 of this chapter), massage establishments (article IV of this chapter) or any sexually oriented business (article V of this chapter).~~

Casual activity or sale means a transaction of an isolated nature made by a person who neither represents himself to be nor is engaged in a business subject to a license fee imposed by this ~~chapter~~article.

Pawnshop or pawnbroker means any establishment ~~in that is carried~~carries on the business of pawn brokerage, or the business of loaning money, receiving as security for payment thereof pawns or pledges of property, or the business of purchasing personal property and reselling or agreeing to resell, trade or exchange such articles to vendors, their personal representatives, or their assignees at a price agreed upon at or before the time of such purchase whether such business be the principal or sole business so carried on or be merely incidental to, or in connection with, or a branch or a department of some other business.

Person means any individual, organization, partnership, company, joint venture, corporation, association or ~~similar~~ any other entity of whatever kind or nature.

Scrap metal dealer means any person who is engaged in the business of purchasing, trading, bartering or otherwise receiving secondhand or castoff material of any kind; however, this shall not include any person who is an automotive recycler as defined and licensed pursuant to A.R.S. § 28-28~~title 28~~, chapter 10, and whose primary business is the dismantling, selling or disposing of parts or accessories of motor vehicles.

Secondhand dealer/antique dealer means any person, ~~other than a person who exclusively deals in secondhand books, magazines, handbills, and/or posters,~~ engaged in conducting, managing or carrying on the business of buying, selling, trading or exchanging, or otherwise dealing in second hand goods, wares, merchandises, or articles, whether such business be the principal or sole business so carried on, managed, or conducted or be merely incidental to in connection with, or a branch or a department of some other business. This term shall not be construed to include trade-ins, dealers or auctioneers in articles of property, the transfer of title to which is required by the laws of

the state to be evidenced by written instrument and recorded in an appropriate office of state or county government-, or a person who exclusively deals in secondhand books, magazines, handbills, and/or posters.

Special event means any fair, ceremony, show exhibition, festival, street dance, circus, carnival, concert, performance, rodeo, organized race, seasonal/holiday sales lot or other temporary activity which invites public participation and patronage (with or without charge), whether held on public or private property, and shall be no more than seven (7) consecutive days.

Special Event sponsor/promoter means an individual who promotes, schedules, contracts for, or otherwise arranges for a sales event, show, exhibition or any other public event where other individuals gather to sell, show, exhibit, display, entertain or in any other way render services to the general public.

Special Event Vendor means all activities or acts, personal or corporate, engaged in and caused to be engaged in with the object of gain, benefit, or advantage, either direct or indirect. The term "vendor" shall include any trade, business, game, amusement, calling, profession or occupation.

Sec. 26-20. License required.

- (a) It is unlawful for any person to practice, transact or carry on any business within the municipal limits of the city without first having procured a license from the city to do so, or without complying with any and all regulations of such business designated in this ~~article~~chapter, unless exempted pursuant to section 26-27. ~~Licenses for massage establishments and sexually-oriented businesses shall be issued pursuant to articles IV and V of this chapter respectively.~~
- (b) A separate business license is required under this ~~section~~chapter for each business (even if multiple businesses are operating out of one location), and each business location.
- (d) Each business that violates any provision of this ~~article~~chapter shall constitute a separate violation of this ~~article~~chapter for each and every day that such business is practiced, transacted or carried on.
- (e) The granting of a license is not deemed as evidence or proof that the business is in compliance with the provisions of this ~~article~~chapter or other ordinances of the city, nor shall it stop the prosecution by the city for any such violations of this Code.

Sec. 26-22. Application.

Every person seeking a business license must fill out an application and furnish the information requested by the city. The city reserves the right to request any information deemed necessary to ~~insure~~ensure public safety and the collectability of license fees. Refusal to provide any requested information is grounds for denial of license. Certain

businesses may be subject to paying an application fee as established by the city council from time to time by resolution.

Sec. 26-27. Exemptions.

(a) The following businesses shall not be required to obtain a license under this ~~article~~chapter:

(1) The practice, transaction or carrying on of any business conducted by the federal, ~~state, or local~~ government; ~~for which it has failed to make provisions allowing states and municipalities to so license;~~

(3) Nonprofit organizations that have obtained 501(c)(3) status;

(4) ~~Any hobby or craft sales in which the seller is the creator or a nonpaid representative of the creator and for which the gross sales of each hobbyist and craftsmen shall not exceed \$3,000.00 in any 12-month period of time;~~

~~(5)~~ Employees of any business either possessing a license or exempt from having to possess a license;

~~(6)~~ Businesses physically located outside the municipal limits whose only contact within the city is the delivery of pre-ordered goods;

~~(7)~~ Sellers of agricultural produce grown within the city by the seller; ~~and~~

~~(8)~~ A real estate licensee engaged in the sale or resale of real property; provided, the office or branch of the agency, company or business under which that person works or is contracted, either possesses a city license or is exempt from having to possess a license;:-

~~(9)~~ Alarm companies as defined by A.R.S. § 32-101(B)(4);:-

~~(10)~~ Residential rental property;

~~(11)~~ ~~Special events sponsors/promoters or vendors subject to licensing requirements under article II, division 2 of this chapter. Special event vendors or special event promoter/sponsor, except for mobile food vendors, do not need to obtain a business license for a special event as defined above. Mobile food vendors are required to obtain a business license regardless of the duration or type of event.~~

~~(12)~~ Public Schools;

~~(13)~~ Captive Insurers as defined by A.R.S. § 20-1098(10), and in accordance with A.R.S. § 20-1098.17(A); and

~~(14)~~ Businesses with City franchise agreements or City telecommunications license agreements.:-

- (b) Businesses who deal exclusively in secondhand books, magazines, posters, handbills, records, or cassette tapes are not required to obtain a secondhand dealer license, but are required to obtain any other license required by this ~~article~~chapter.

Sec. 26-29. Mobile vendors.

- (3) Vehicles, mobile food units and pushcarts shall not:

~~a. Be left unattended at any time.~~

~~a~~b. Be parked or placed within 25 feet of the entrance or exit to any building.

~~b~~c. Be parked or placed within 25 feet of any intersection.

~~c~~d. Be permitted a permanent or proprietary location on city property.

~~d~~e. Be parked or placed in any area that might impede or inconvenience the public.

~~e~~f. Be parked or placed within a city park other than the sidewalk or other area designated by the parks and recreation director.

- (5) Each person operating a mobile vending business that is attending an event sponsored by the city or is operating on city owned property, including the right-of-way, shall provide the city with a certificate of insurance evidencing general and products liability coverage and naming the city as an additional insured. Such insurance shall not be cancelable except on 30 days' notice to the city and shall be in a form as approved by the city attorney. ~~Additionally, each person shall sign an indemnification agreement with the city in a form as approved by the city attorney.~~

- (6) Each person operating a mobile vending business shall sign an indemnification agreement with the city in a form as approved by the city attorney. ~~[Reserved.]~~

Sec. 26-31. Nontransferability; nonassignability.

All licenses issued under this ~~article~~chapter are nontransferable and nonassignable.

Sec. 26-36. Grounds for denial/revocation of licenses.

(a) A person may be denied a license, or if the licensee, controlling person or designated agent currently possesses a license, such license may be revoked for causing any of the following:

- (5) Failure to pay any required fee or fee(s), taxes or fines when due or failure to resolve any violations of this chapter;

- (6) Failure of the person to demonstrate fitness to conduct the business or commission of acts demonstrating a lack of fitness to conduct the business.

- (7) Failure to comply with a written warning of revocation, or if the license, controlling person or designated agent violates the chapter three (3) or more times in a twelve (12) month period;

- (8) Operating the business during a period of time when the license was revoked;
-and

(9) Failure to provide information as required by this chapter.

(b) The city may warn the licensee, controlling person or designated agent that the license will be revoked by providing such person with a written notice delivered either in person or sent by registered or certified mail. The notice shall include all of the following:

- (1)- Date of the violation(s);
- (2)- Location of the violation(s);
- (3)- Description of the violation(s);
- (4)- Statutory or code reference;
- (5)- Corrective action required;
- (6)- Timeframe for corrective action;
- (7)- Notification that failure to comply may result in revocation of license; and,
- (8)- Name and contact information for the Ceity of Ssurprise employee initiating the notice.

(c) Notice of a license revocation hearing shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of hearing. Such notice shall be sent, certified mail, to the business address shown on the application for license at least (10) ten days prior to the date set for hearing. The notice shall include all of the following:

- (1)- Date of violation(/s);
- (2)- Location of violation(/s);
- (3)- Description of violation(/s);
- (4)- Statutory or code reference;
- (5)- Effective date of revocation;
- (6)- Appeal rights, procedures and time limits; and
- (7)- Name and contact information.

(d) A final revocation shall be conclusive proof of the listed violation(s) of this chapter.

Sec. 26-37. Hearing for denial/revocation of licenses.

(a) Notice of the license revocation hearing shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, certified mail, to the business address shown on the application for license at least ten days prior to the date set for hearing. If a person is denied a license or has an existing license revoked pursuant to sec. 26-36, the person will have the right to appeal that decision to the city manager or designee. Such person may file a written statement regarding their appeal with the city clerk within fourteen (14) days after notice of a denial or revocation. The city manager or designee will set a time and place for an appeal hearing with notice to be mailed, certified mail, to the business address shown on the application for license or the existing license at least (10) ten days prior to the date set for hearing. The decision reached by the city manager or designee from this appeals hearing shall be final and conclusive, except for any judicial proceeding available at law.

- (b) ~~Any person aggrieved by the denial of an application for license, or with the decision to revoke the license, shall have the right of appeal to the city manager or designated representative. Such appeal shall be taken by filing with the city clerk a written statement setting forth the grounds for the appeal within 14 days after notice of the action. The city manager or designated representative shall set a time and place for a hearing on such appeal, and notice of such hearing shall be given to the applicant in the same manner as provided for above. The decision of the city manager or designated representative in such appeal shall be final and conclusive, except any person aggrieved may pursue any proper judicial proceedings.~~
- (be) A person whose license has been revoked may ~~can~~ petition request to have their license reinstated after all violations have been corrected and all applicable fees have been paid. ~~;~~ provided, s Such person must meets the all qualifications of this ~~chapter~~ article required for issuance in order to have their license reinstated. Until such reinstatement, it is unlawful to conduct the business.

Sec. 26-38. Right of entry; authority of inspectors.

The license inspectors and city police officers shall have and shall exercise the power to enter free of charge, during normal business hours, any place of business for which a license is required by this ~~article~~ chapter, and to demand the exhibition of the license for the current term from any person engaged or employed in the transaction of such business. Failure to allow entry, or failure to produce a license shall be a violation of this ~~article~~ chapter.

Sec. 26-42. Payment due regardless of city error.

Any mistake in stating, fixing, or collecting the amount of any license fee will not prevent, prejudice, or stop the city from collecting the correct amount due as provided by this ~~article~~ chapter.

Sec. 26-43. Civil action.

In any action brought under or arising out of any of the provisions of this ~~article~~ chapter, the fact that the defendant is engaged in any business for which a license is required by this ~~article~~ chapter or that such party exhibited a sign indicating such business shall be prima facie evidence of the liability of such party to obtain a license.

Sec. 26-44. Civil violation.

Every person who practices, transacts, or carries on any business within the city is civilly responsible for every violation of this ~~article~~ chapter which exists with respect to such practice, transaction, or carrying on of any business within the city.

Sec. 26-45. Criminal violation.

Every person who practices, transacts, or carries on any business within the city, and who intentionally, knowingly, willfully, recklessly, or negligently commits, causes, allows, suffers, or permits a violation of this ~~article~~ chapter which exists with respect to such

practice, transaction, or carrying on of any business within the city is guilty of a class 1 misdemeanor.

Sec. 26-46. Rebuttable presumption.

If a person has previously received a citation or a summons and complaint for a violation of a section of this ~~article~~chapter, then, with respect to every subsequent violation of the same section, such person shall be presumed to act intentionally, knowingly, willfully, recklessly or negligently. The person may introduce evidence to rebut this presumption.

Sec. 26-95. Definitions.

Massage therapist means a person who has studied the underlying ~~principals~~principles of anatomy and physiology and who practices and administers any or all massage techniques described in this article for a fee of any kind.

Sec. 26-96. Duties of administrator; appeals.

- (a) It shall be the duty and responsibility of ~~the finance director~~the city manager, or his designee (hereinafter called administrator) to administer the provisions of this article; and, pursuant to this duty, the administrator shall issue, renew, deny, ~~suspend~~ or revoke site manager and massage establishment licenses as required by this article.
- (b) Any parties aggrieved by any decision of the administrator pursuant to the duties and authority vested in him by the provisions of this article, may, within ten days after being sent by registered or certified mail notice of such decision, give written notice to the administrator of intention to appeal to the city manager, or ~~his~~ designee. Appeals will be heard by the city manager, or ~~his~~ designee, no less than ten working days from date of filing the notice of appeal.

Sec. 26-98. Contents of license application.

- (a) An applicant for site manager or massage establishment license shall submit the following:
 - ~~(4) Written statements of at least two adult persons that the applicant is of good moral character;~~
 - ~~(45)~~ Written proof that the applicant is at least 18 years of age;
 - ~~(56)~~ The address at which the applicant desires to do business;
 - ~~(67)~~ The applicant's height, weight and hair and eye color;
 - ~~(78) Two One passport~~ portrait photographs, at least two inches in size, taken within the previous six months;
 - ~~(89)~~ The business, occupation or employment history of the applicant during the previous five years;

- (~~14~~9) The business license history of the applicant; whether the applicant, if previously operating in this or another city or state under license, has had such license revoked ~~or suspended~~, the reason therefor, and the business activity or occupation subsequent to such ~~suspension or revocation~~;
 - (~~14~~10) All felony and misdemeanor convictions, excluding those for minor traffic offenses, and the grounds of such convictions;
 - (~~14~~11) The applicant's complete fingerprints, recorded by the police department or other entity as approved by the chief of police in his sole discretion (the applicant shall pay the police department's established fee for such prints);
 - (~~13~~12) The applicant's education, training and experience in the administration, practice or use of massage techniques, including diplomas or credentials from schools or institutions of learning;
 - (~~14~~13) Applicant's phone number and fax number;
 - (~~15~~14) Type of business ownership, i.e., sole proprietorship, corporation, partnership, etc.;
 - (~~16~~15) Start date of proposed business in the city;
 - (~~17~~16) Type of business;
 - (~~18~~17) Federal tax identification number;
 - (~~19~~18) Location where business records are or will be kept;
 - (~~20~~19) Former business owner if applicable.
- (b) Any person who has obtained a valid massage therapist license in the state, that is unrevoked ~~and unsuspended~~, which requires as a prerequisite to obtaining said license information as stated in this article, need only file an application providing information contained in subsections (a)(1) through (~~13~~12) of this section, excluding subsection (a)(~~11~~2) of this section, together with the required fee.

Sec. 26-101. Special requirements for massage establishment licenses.

- (a) ~~No A~~ message establishment license may require an inspection of the site before the license is shall be issued or renewed except to an applicant with one or more valid state massage therapist licenses, and unless inspection of the site indicates the proposed to ensure that the establishment complies with each and all of the following requirements:

Sec. 26-102. Special requirements of site manager licenses.

- (a) No site manager license shall be issued ~~or renewed~~ if the applicant has been convicted within the last five years of any felony or other offense involving moral turpitude, if the applicant has been convicted of using, selling or being in possession of any dangerous or narcotic drugs, or if the application was deliberately falsified.

Sec. 26-105. Sale, transfer or expansion of massage establishment; change of location or employment.

- (b) Any such sale or transfer of any interest in an existing massage establishment, any application for enlargement or expansion of the building or other place of business of a massage establishment or change of location of a massage establishment ~~may~~ shall require an inspection and compliance with this article, including the provision of two copies of an accurate floor plan of the establishment.
- (c) ~~Notification shall be made to the administrator, within five days, whenever a massage therapist enters or leaves the employ of an establishment.~~

Sec. 26-106. Specified unlawful activities; penalty.

- (b) Wherever in this article an act is prohibited or declared unlawful, and wherever in this article the doing of any act is required or the failure to do any act is declared unlawful, the violation of any such provisions of this article is a class 1 misdemeanor. Officers of any corporation or partners of any firm licensed pursuant to this article which is found to have violated any provision of this article, shall be individually subject to fine and/or imprisonment. Revocation ~~or suspension~~ of license shall not constitute a defense against prosecution.

Sec. 26-107. ~~Termination~~ Revocation or denial of license; grounds; hearing.

- (a) The license of site manager or of a massage establishment may be revoked, ~~suspended~~ or denied renewal upon any one or more of the following grounds:
- (b) To ~~suspend or~~ revoke a license, the administrator shall deliver or mail by certified mail to the business address as shown by the license application of the massage establishment, or to the last reported licensed business address in the case of site manager, a written notice that said license is ~~suspended or~~ revoked. The reason for such ~~suspension or~~ revocation shall be set forth in the notice. A ~~suspended or~~ revoked license shall be surrendered to the administrator on demand.
- (c) The administrator shall grant on demand to any licensee whose license has been ~~revoked or suspended~~, a full hearing on the merits of such ~~suspension or~~ revocation. Appeal of the administrator's action to the city manager, or ~~his~~ designee, pursuant to section 26-96(b), shall not be made prior to such a hearing. Demand for hearing shall be made within ten days of receipt of the administrator's notice of ~~suspension or~~ revocation, and failure to demand a hearing within such time will constitute a full waiver.

Sec. 26-108. Application after denial, revocation, or nonrenewal ~~termination~~ of license.

No person may apply for any site manager or massage establishment license within one year from the denial of any such license to such applicant, or from the ~~suspension, revocation or nonrenewal~~ of any such license, unless the cause of such denial,

suspension, revocation or nonrenewal has been, to the satisfaction of the administrator, removed within such time.

Sec. 26-135. Definitions.

Director means the city manager or ~~his~~their delegate.

Sec. 26-138. Application for license.

- (5) The issuing jurisdiction and the effective dates of any license or permit relating to a sexually oriented business or adult service, whether any such license or permit has been revoked ~~or suspended~~, and, if so, the reason therefor;

Sec. 26-146. ~~Suspension~~ Revocation of license or permit.

~~(a) The director shall suspend a license or permit for a period of ten days if a licensee or permittee is convicted of violating a provision of this article.~~

~~(a)~~ (b)—The director shall revoke a license or permit issued pursuant to this article if the licensee or permittee:

Sec. 26-147. Procedure for denial, revocation ~~or suspension~~; appeal.

- (a) If the director determines that grounds exist for denial, ~~suspension~~, or revocation of a license or permit under this article, the director shall notify the applicant, licensee or permittee (respondent) in writing of the intent to deny, ~~suspend~~, or revoke, including a summary of the grounds therefor. The notification shall be by certified mail to the address on file with the director.
- (b) Within ten working days of receipt of such notice, the respondent may provide to the director in writing a response which shall include a statement of reasons why the license or permit should not be denied, ~~suspended~~, or revoked and may include a request for a hearing. If a response is not received by the director in the time stated, the denial, ~~suspension~~ or revocation shall be final and notice of such will be sent to the permittee or licensee.
- (c) Within five working days after receipt of a response, the director shall either withdraw the intent to deny, ~~suspend~~, or revoke, and so notify the respondent in writing by certified mail, or shall schedule a hearing before the city manager or the city manager's delegate and shall notify the respondent in writing by certified mail of the date, time and place of the hearing. The hearing shall be conducted in an informal manner. The respondent may be represented by counsel. The rules of evidence shall not apply. The city manager shall render a written decision within five working days after completion of the hearing and shall mail a copy of the decision by certified mail to the address of the respondent on file with the director. In no event shall more than 45 days elapse between receipt by the director of a request for a hearing and mailing by the city manager of a final decision to the respondent. In the case of an intent to revoke, ~~suspend~~ or nonrenew a license or permit, or to deny a regular permit, the

permittee or licensee may continue to function under the license or permit pending receipt of the final decision of the city manager. The decision shall be final at the end of five working days after it is mailed and shall constitute final administrative action.

Sec. 26-174. Duties of administrator; appeals.

- (a) It shall be the duty and responsibility of the ~~finance director~~City Manager, or his designee (hereinafter called administrator) to administer the provisions of this article; and, pursuant to this duty, he shall issue, renew, deny, ~~suspend~~ or revoke tattoo and/or body piercing artist and tattoo and/or body piercing establishment licenses as required by this article.

Sec. 26-176. Contents of new license application.

- (10) The business license history of the applicant; whether the applicant, if previously operating in this or another city or state under license, has had such license revoked ~~or suspended~~, the reason therefor, and the business activity or occupation subsequent to such ~~suspension or revocation~~;

Sec. 26-185. Specified unlawful activities; penalty.

- (b) Wherever in this article an act is prohibited or declared unlawful, and wherever in this article the doing of any act is required or the failure to do any act is declared unlawful, the violation of any such provisions of this article is a class 1 misdemeanor, except subsections (a)(5) and (6) of this section, which are classified as class six felonies. Officers of any corporation or partners of any firm licensed pursuant to this article which is found to have violated any provision of this article, shall be individually subject to fine, probation and imprisonment. Revocation ~~or suspension~~ of a license shall not constitute a defense against prosecution.

Sec. 26-186. ~~Termination~~ Revocation or denial of license; grounds; hearing.

- (a) The license of a tattoo and/or body piercing artist or of a tattoo and/or body piercing establishment may be revoked, ~~suspended~~ or denied renewal upon any one or more of the following grounds:
- (b) To ~~suspend or revoke~~ a license, the administrator or his agent shall deliver or mail by certified mail to the business address as shown by the license application in the case of a tattoo and/or body piercing establishment, or to the last reported licensed business address in the case of a tattoo and/or body piercing artist, a written notice that said license is ~~suspended or revoked~~. The reason for such ~~suspension or revocation~~ shall be set forth in the notice. A ~~suspended or revoked~~ license shall be surrendered to the administrator on demand.
- (c) The administrator shall grant on demand to any licensee whose license has been revoked ~~or suspended~~ a full hearing on the merits of such ~~suspension or revocation~~. Appeal of the administrator's action to the city manager, pursuant to section 26-174(b), shall not be made prior to such a hearing. Demand for hearing shall be made

within ten days of receipt of the administrator's notice of ~~suspension or revocation~~, and failure to demand a hearing within such time will constitute a full waiver.

Sec. 26-187. Application after denial, revocation, or nonrenewal ~~termination of~~ license.

No person may apply for any tattoo and/or body piercing artist or tattoo and/or body piercing establishment license within one year from the denial of any such license to such applicant, or from the ~~suspension~~, revocation or nonrenewal of any such license, unless the cause of such denial, ~~suspension~~, revocation or nonrenewal has been, to the satisfaction of the administrator, removed within such time.

Sec. 26-230. Secondhand sales; special requirements ~~—~~ Auction houses and secondhand dealers.

- (5) The printed name, address and age of such person. Before accepting the property, the reporting party shall require the person who is delivering the property to identify himself with a ~~valid~~ motor vehicle operator's license, ~~valid~~ motor vehicle non-operating identification license, ~~valid~~ armed forces identification card or other ~~valid~~ photo identification, including the serial or identification number of such ~~valid~~ document sufficient to verify the information required by the subsection.